

CITY OF MAYER
REGULAR CITY COUNCIL MEETING
AGENDA
Monday
May 23, 2016
6:30 PM

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

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment
4. Consent Agenda
 - 4.1. Approval of the minutes for the May 9, 2016 Regular Council Meeting
 - 4.2. Approval of the minutes for the April 12, 2016 Park Board Meeting
 - 4.3. Additional Claims for the month of May
 - 4.4. Approval of the Sheriff's Department Report for the month ending April 2016
5. Staff Reports
 - 5.1. Public Works
 - 5.2. City Engineer
 - 5.3. Sheriff's Department
 - 5.4. City Administration
6. City Administrator
 - Public Hearing 6:30 PM** Issuance of Senior Housing Revenue Refunding Notes
 - 6.1. Resolution 5-23-2016-20 Approving Issuance and Sale of Senior Housing Revenue Refunding Notes (McKenna Crossing Senior Housing Project)
 - 6.2. Approval of park board recommendation on the installation of fences
 - 6.3. Proposal for summer hours for the City Offices
 - 6.4. Discussion on electronic pedestrian crosswalk signs
7. Public Works
 - 7.1 Approval of salt storage shed move and new surface
 - 7.2 Approval of street repairs
8. Closed Session pursuant to Minn. Stat. § 13D.05 Subd. 3(B) for attorney-client privilege to discuss legal litigation.
9. For Your Information
10. Council Reports
11. Other Business
12. Adjournment

Work Session Immediately Following Regular Council Meeting
UPCOMING MEETINGS

Planning Commission Meeting 6:30 PM Tuesday, June 7, 2016

Regular Council Meeting 6:30 PM June 13, 2016

Park Board Meeting 6:30 PM Tuesday, June 14, 2016

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

Mayer 5K Saturday, June 11, 2016 9:00 AM Start

MAYER CITY COUNCIL MEETING MINUTES – MAY 9, 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: Andrew Riegert

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

MOTION was made by Council Member Boder 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 Osborn to approve the Consent Agenda as presented. Motion Carried 5/0.

1. Approval of the Minutes for the April 25, 2016 Regular Council Meeting.
2. Approval of the Minutes for the April 25, 2016 Work Session Meeting.
3. Approval of the Minutes for the January 26, 2016 EDA Meeting.
4. Approval of the Minutes for the April 5, 2016 Planning & Zoning Commission Meeting.
5. Approval of the Claims for the Month of May 2016.
6. Approval of the Check Summary for the Month of April 2016.
7. Approval of the Fire Department Report for the Month ending April 2016.
8. Approval of the Building Permit Report for the Month ending April 2016.

CITY ADMINISTRATOR

1. **Resolution 5-9-2016-15 Pay Adjustment Public Works** – The City Council has made the decision to adjust public Works pay when an advancement of the license occurs. Public Works staff has taken the exam for the class C wastewater and has passed the test. Staff is requesting that Public Works staff be given \$1.00 per hour pay adjustment effective date of April 12, 2016. This pay adjustment will still be in compliance with pay equity. After discussion, a MOTION was made by Council Member McNeilly and seconded by Mayor Thomas to approving Resolution 5-9-2016-15 Pay Adjustment for Public Works Employee. Motion Carried 5/0
2. **Discussion of NEO-GOV Proposal** – Council reviewed the contract proposal from NEO-GOV to provide on line performance review services. The initial cost to set up the service is \$5,984.80. There is also an additional annual cost for the system. Since the cost of the system is not justified for our small group, the Council will review other options.
3. **Discussion on Pedestrian in the Crosswalk Signs** – City staff had applied for permits to install crosswalk signs for the crosswalks at 4th St. and Hwy 25 and also for Hidden Creek Blvd and Hwy 25. The state approved the permits and signs were ordered for the crosswalks. Signs were installed on

Tuesday, April 25, 2016 and within a couple of days, both of the signs had been hit by vehicles and destroyed. The cost for the two signs was \$329.95. After some discussion, a MOTION was made by Council Member Osborn and seconded by Council Member McNeilly to purchase two more signs and install them both on the fog lines of one crosswalk to see if they last longer before purchasing two more signs and pedestals. Staff will also research the cost of flashing LED crosswalk signs which could be budgeted for in the future. Motion Carried 5/0

4. **Approval of Ordinance #208 Land Usage, Chapter 152: Zoning, Section 152.062 Dimensional Standards Relating to the Side Yard Setback Requirement in the C-1 General Commerce District.** – The Planning Commission is recommending changes to the Zoning Ordinance to change the side yard setback of the C-1 district to match what was recently approved with the C/I Commercial/Industrial District, from thirty feet to twenty feet. After review, a MOTION was made by Council Member Osborn and seconded by Council Member Boder approving Ordinance #208 as presented. Motion Carried 5/0
5. **Approval of Resolution 5-9-2016-19 Site Plan and Building Plan for 633 Shimmcor Street** – The planning Commission is recommending the approval of the site and building plan for 633 Shimmcor St. The building will be used for a landscape business and outdoor stage is proposed in the rear of the lot behind the building. After review, a MOTION was made by Council Member Osborn and seconded by Council Member Stieve-McPadden approving Resolution 5-9-2016-19 Site Plan & Building Plan for 633 Shimmcor Street as presented. Motion Carried 5/0

OTHER BUSINESS

None

COUNCIL REPORTS

- Council Member McNeilly reported on an EDA meeting. Discussion included how to promote our businesses to our residents.

ADJOURN

There being no further business, A MOTION was made by Council Member McNeilly and seconded by Osborn to adjourn the meeting at 7:15 p.m. Motion Carried 5/0.

Gerald W. Thomas, Mayor

Attest:

Lois A. Maetzold, City Clerk

CITY OF MAYER
PARKS & RECREATION COMMISSION
MEETING MINUTES
Tuesday, April 12, 2016

Commission Members Present: Commission Members Nate McNeilly, Mike Dodge, Elizabeth Butterfield, Alisa Johnson and Council Liaison Bruce Osborn

City Council Members Present: Gerald Thomas, Mayor; Etienne Stieve-McPadden, Council Member; Nikki McNeilly, Council Member; and Erick Boder, Council Member.

Commission Members Absent: None

Others Present: Chad Zaback

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

I. CALL TO ORDER

Meeting was called to order at 6:30 PM by Chair Dodge.

II. ADOPT AGENDA

On a motion by Commissioner McNeilly and seconded by Commissioner Osborn to approve the agenda with the addition of discussion on quote from Clemenson for concrete around playground equipment. Motion carried 5/0.

III. MINUTES/BUDGET/CIP

On a motion by Commissioner Butterfield and seconded by Commissioner McNeilly to approve the minutes of the March 8, 2016. Motion carried 5/0.

Budget and Capital Improvement Plan

Discussion on the budget and CIP, Park Board acknowledged receipt of both documents.

BUSINESS

Joint Meeting with Mayer City Council

The Park Board and Mayer City Council have decided that joint meetings for discussion about park improvements and activities have value. City Council was in attendance at the meeting to discuss several items with the Park Board.

Discussion about the 2017 Capital Improvement Plan for the parks. Specific discussion about picnic shelters and the reuse of the old public works building. Council would like the Park board to find a vision for the building and use thoughtful deliberations on the reuse of the building. The question about should there be restrooms in the old public works building and the City Council would like to see cost estimates on restrooms. The group talked about the vision the Park Board has for West Ridge Park. The Park board is making West Ridge Park an ADA park.

Discussion about a hockey rink and City Council Members expressed the need for park shelters over a full size hockey rink. A nice rink for recreational use or multipurpose.

City Beautification was discussed and the Park Boards role or is it public works role. Park board doing beautification is a dual role not only in the parks but in the City. The question was asked " Does the park

Board continue to give direction on downtown beautifications for example, banners and other items?" Input from all boards is welcome by the Council and the EDA should be included on some of the banner discussion. It was also noted that if the EDA were to do banners additional budget funds should be considered.

When Park Board presents information to the City Council would it be helpful for more detail on how the budget is impacted by Park Board decisions.

It was stated if active shooter training is conducted all Boards and Commissions should be invited to the training.

The City needs to advertise the sand volleyball court on Facebook, electronic sign , newspaper and website. Need for the City to advertise the amenities that the City has available to the residents.

Mentioned about the meetings with the Watertown/Mayer School board and the discussion about use of the Mayer facilities. The City will need to invest in restrooms and lights for the facilities for soccer and baseball. There is a need for lights, fence and restrooms in order to accommodate tournaments. There is an economic benefit of having tournaments in the City.

Movie Titles for June 11

Commissioner Johnson will review a couple of movies and make a recommendation at the May meeting.

Signs and Registration form Mayer Moxie 5K

Park Board directed staff to purchase 10 signs that read " Mayer Moxie 5K Sat June 11, 9 AM. Commissioner Butterfield requested that staff contact Zac Stifter about doing pictures for the 5k. Also it was suggested that the CSO and Carver County Sheriff be notified of the event and request their assistance.

Expansion of Portable Restroom Surround West Ridge Park

Staff updated Commission that addition of the cost to expand the portable restroom surround was added to the Outdoor Recreation Grant.

Discussion on pick up after your dogs

Staff reported to the Park Board that they have had a request to add signs in the Park requesting that residents pick up after their dogs. On a motion by Commissioner Butterfield and seconded by Commissioner Johnson to order signs up to 15 signs for the parks requesting that all pets must be on a leash and to pick up after your dog be placed. Motion carried 5/0.

Fencing

Staff will get an updated fence quote for fields 2 & 3. Also, fence quotes for along the alley by the basketball court, the soccer field in Meadow Park and the sand volleyball court in West Ridge Park. Staff will solicit quotes for the May meeting.

Playground Concrete Surrounds

Staff presented the Park Board with a quote to complete all playgrounds with concrete surrounds. At this time the Park Board would like to start with Discovery Park and then do West Ridge Park when the shelter is completed. On a motion by Commissioner McNeilly and seconded by Commissioner Butterfield to recommend to the City Council to replace the edging in Discover Park with concrete for a cost of \$4,896.00. Motion carried 5/0.

Commissioners Report

None

Staff Report

None

Next meeting

Next Park Board meeting will be May 10, 2016.

Adjournment

On a motion by Commissioner McNeilly and seconded by Commissioner Butterfield to adjourn the meeting at 8:00 PM. Motion carried 5/0.

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*Claim Register©

05/23/16 PAY

May 2016

Claim Type	Direct				
Claim#	12632 POSTMASTER	Ck# 019841	5/12/2016		
Cash Payment	E 640-49490-322 Postage	UTILITY POSTCARDS FOR APRIL 2016			\$104.84
Invoice					
Cash Payment	E 620-49440-322 Postage	UTILITY POSTCARDS FOR APRIL 2016			\$104.83
Invoice					
Transaction Date	5/12/2016	Security Bank	10100	Total	\$209.67
Claim#	12633 KLUVER CONSULTING	Ck# 019842	5/18/2016		
Cash Payment	E 640-49480-300 Professional Svcs	SERVICE CONTRACT FOR WWTF 5/1-15/16			\$900.00
Invoice	09-16				
Transaction Date	5/16/2016	Security Bank	10100	Total	\$900.00
Claim#	12634 MCLEOD COOP POWER ASSN	Ck# 004210E	5/28/2016		
Cash Payment	E 100-43160-381 Electric Utilities	STREET LIGHTS			\$592.50
Invoice					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$592.50
Claim#	12635 MCLEOD COOP POWER ASSN	Ck# 004211E	5/28/2016		
Cash Payment	E 100-43160-381 Electric Utilities	CITY SIGN			\$36.91
Invoice					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$36.91
Claim#	12636 BRYAN ROCK PRODUCTS, INC				
Cash Payment	E 100-45000-400 Repairs & Maint Cont	RED ROCK			\$545.60
Invoice	14046				
Transaction Date	5/16/2016	Security Bank	10100	Total	\$545.60
Claim#	12637 BRYAN ROCK PRODUCTS, INC				
Cash Payment	E 100-43100-400 Repairs & Maint Cont	3/4" WITH FIN			\$811.74
Invoice	14047				
Transaction Date	5/16/2016	Security Bank	10100	Total	\$811.74
Claim#	12638 UTILITY CONSULTANTS, INC.				
Cash Payment	E 640-49480-385 Testing and Lab Services				\$1,043.00
Invoice	91851				
Cash Payment	E 620-49440-215 Samples				\$0.00
Invoice	91851				
Transaction Date	5/16/2016	Security Bank	10100	Total	\$1,043.00
Claim#	12639 BRYAN ROCK PRODUCTS, INC				
Cash Payment	E 640-49480-404 Repairs/Maint Machinery/E 3/4" SCREENED				\$591.15
Invoice	14048				
Transaction Date	5/16/2016	Security Bank	10100	Total	\$591.15
Claim#	12640 UTILITY CONSULTANTS, INC.				
Cash Payment	E 640-49480-385 Testing and Lab Services	SAMPLE			\$0.00
Invoice	91850				
Cash Payment	E 620-49440-215 Samples	SAMPLE			\$40.00
Invoice	91850				
Transaction Date	5/16/2016	Security Bank	10100	Total	\$40.00
Claim#	12641 SHAWN DALCHOW EXCAVATING IN				
Cash Payment	E 100-45000-500 Capital Outlay (GENERAL) BALANCE OF VOLLEYBALL COURT				\$1,479.00
Invoice	4943 - 1				

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05/23/16 PAY

May 2016

Transaction Date	5/16/2016	Security Bank	10100	Total	\$1,479.00
Claim#	12642 PAXMAR				
Cash Payment	G 800-20211 Landscape Escrow	LANDSCAPE ESCROW RETURN 1621 WALNUT CT			\$1,650.00
Invoice B2015-82					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$1,650.00
Claim#	12643 PAXMAR				
Cash Payment	G 800-20211 Landscape Escrow	LANDSCAPE ESCROW RETURN, 1611 WALNUT CT			\$1,650.00
Invoice B2015-33					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$1,650.00
Claim#	12644 FRANKLIN PRINTING INC				
Cash Payment	E 100-41000-200 Office Supplies	NAME PLATE (2)			\$35.38
Invoice WI60635					
Cash Payment	E 100-41000-200 Office Supplies	BUSINESS CARD			\$26.25
Invoice WI60636					
Cash Payment	E 100-41000-200 Office Supplies	BUSINESS CARD			\$34.19
Invoice WI60634					
Cash Payment	E 100-41000-200 Office Supplies	NAME PLATE (1)			\$17.22
Invoice WI60665					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$113.04
Claim#	12645 XCEL ENERGY	Ck# 004212E 5/31/2016			
Cash Payment	E 100-43160-381 Electric Utilities	STREET LIGHTS			\$1,723.60
Invoice 499879297					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$1,723.60
Claim#	12646 CENTERPOINT ENERGY	Ck# 004213E 5/30/2016			
Cash Payment	E 100-41940-383 Gas Utilities	COMM CTR			\$329.88
Invoice					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$329.88
Claim#	12647 CENTERPOINT ENERGY	Ck# 004214E 5/30/2016			
Cash Payment	E 640-49480-383 Gas Utilities	WWTF			\$429.51
Invoice					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$429.51
Claim#	12648 CENTERPOINT ENERGY	Ck# 004215E 5/30/2016			
Cash Payment	E 100-42280-383 Gas Utilities	FIRE STATION			\$144.53
Invoice					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$144.53
Claim#	12649 CENTERPOINT ENERGY	Ck# 004216E 5/30/2016			
Cash Payment	E 620-49410-383 Gas Utilities	WTP			\$23.75
Invoice					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$23.75
Claim#	12650 MINNESOTA PIPE & EQUIP				
Cash Payment	E 640-49490-525 Inflow/Infiltration	CATCH BASIN GATOR WRAP			\$225.64
Invoice 0354989					
Transaction Date	5/16/2016	Security Bank	10100	Total	\$225.64
Claim#	12651 CENTRAL FIRE PROTECTION, INC.				

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May 2016

Cash Payment	E 100-43100-400 Repairs & Maint Cont	MOWER EXTG. RECHARGE		\$30.00
	Invoice 35099			
Transaction Date	5/16/2016	Security Bank	10100	Total \$30.00
Claim#	12652 BOLTON MENK INC			
Cash Payment	E 100-41000-303 Engineering Fees	2016 DEVELOPMENT REVIEW		\$684.00
	Invoice 0189778			
Transaction Date	5/16/2016	Security Bank	10100	Total \$684.00
Claim#	12653 BOLTON MENK INC			
Cash Payment	E 100-41000-303 Engineering Fees	MISC ENGINEERING		\$630.00
	Invoice 0189779			
Cash Payment	E 100-45000-303 Engineering Fees	MISC ENGINEERING		\$195.00
	Invoice 0189779			
Transaction Date	5/16/2016	Security Bank	10100	Total \$825.00
Claim#	12654 BOLTON MENK INC			
Cash Payment	G 800-20202 Hidden Creek	HIDDEN CREEK 6TH ADDN		\$993.50
	Invoice 0189780			
Transaction Date	5/16/2016	Security Bank	10100	Total \$993.50
Claim#	12655 BOLTON MENK INC			
Cash Payment	E 650-49500-303 Engineering Fees	WETLAND PROJECT		\$956.00
	Invoice 0189781			
Transaction Date	5/16/2016	Security Bank	10100	Total \$956.00
Claim#	12656 MELCHERT HUBERT SJODIN, PLLP			
Cash Payment	E 100-41000-304 Legal Fees	MISC LEGAL		\$689.87
	Invoice 125436			
Transaction Date	5/16/2016	Security Bank	10100	Total \$689.87
Claim#	12657 MELCHERT HUBERT SJODIN, PLLP			
Cash Payment	G 800-20202 Hidden Creek	HIDDEN CREEK 6TH ADDN		\$116.75
	Invoice 125437			
Transaction Date	5/16/2016	Security Bank	10100	Total \$116.75
Claim#	12658 JHNA & CHAD BLOOM			
Cash Payment	R 620-49440-37110 Water Use Charge	RETURN FINAL CREDIT 1242 MEADOW PKWY		\$28.03
	Invoice			
Cash Payment	R 640-49490-37210 Sewer Use Charge	RETURN FINAL CREDIT 1242 MEADOW PKWY		\$56.06
	Invoice			
Transaction Date	5/16/2016	Security Bank	10100	Total \$84.09
Claim#	12659 TIM HANRAHAN			
Cash Payment	R 620-49440-37110 Water Use Charge	RETURN FINAL CREDIT FOR 2613 ROCKY MEADOW LN		\$29.04
	Invoice			
Cash Payment	R 640-49490-37210 Sewer Use Charge	RETURN FINAL CREDIT FOR 2613 ROCKY MEADOW LN		\$58.06
	Invoice			
Transaction Date	5/16/2016	Security Bank	10100	Total \$87.10
Claim#	12660 MICHAEL MCLAIN			

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Cash Payment	R 620-49440-37110 Water Use Charge	RETURN FINAL CREDIT FOR 1204 MEADOW PKWY		\$41.96
Invoice				
Cash Payment	R 640-49490-37210 Sewer Use Charge	RETURN FINAL CREDIT FOR 1204 MEADOW PKWY		\$83.92
Invoice				
Transaction Date	5/16/2016	Security Bank	10100	Total \$125.88
Claim#	12661 DANIEL & JARJA SOWERS			
Cash Payment	R 620-49440-37110 Water Use Charge	RETURN FINAL CREDIT FOR 202 W RIDGE RD		\$55.67
Invoice				
Cash Payment	R 640-49490-37210 Sewer Use Charge	RETURN FINAL CREDIT FOR 202 W RIDGE RD		\$111.32
Invoice				
Transaction Date	5/16/2016	Security Bank	10100	Total \$166.99
Claim#	12662 CENTERPOINT ENERGY			
Cash Payment	E 100-43700-383 Gas Utilities	GAS FOR 323 SHIMMCOR ST		\$24.88
Invoice				
Transaction Date	5/16/2016	Security Bank	10100	Total \$24.88
Claim#	12663 XCEL ENERGY			
Cash Payment	E 100-43700-381 Electric Utilities	POWER FOR 323 SHIMMCOR ST		\$87.19
Invoice 501099295				
Transaction Date	5/16/2016	Security Bank	10100	Total \$87.19
Claim#	12664 LUAYN RUCH-HAMMOND			
Cash Payment	E 100-41300-331 Travel Expenses	231.74 MILES, 5.00 PARKING		\$130.14
Invoice				
Cash Payment	E 100-45000-400 Repairs & Maint Cont	air horn for Moxie		\$7.24
Invoice				
Transaction Date	5/16/2016	Security Bank	10100	Total \$137.38
Claim#	12665 MCMA			
Cash Payment	E 100-41300-208 Training and Instruction	RENEWAL MEMBERSHIP FOR LUAYN RUCH-HAMMOND		\$100.00
Invoice				
Transaction Date	5/16/2016	Security Bank	10100	Total \$100.00
Claim#	12666 B & B HOFFMAN SOD			
Cash Payment	G 800-20211 Landscape Escrow	LANSCAPE ESCROW FOR 1267 MEADOW PKWY		\$1,650.00
Invoice B2013-70				
Transaction Date	5/17/2016	Security Bank	10100	Total \$1,650.00
Claim#	12667 METRO WEST INSPECTION SERVIC			
Cash Payment	E 100-42400-300 Professional Svcs	APRIL 2016 BLDG INSPECTIONS		\$3,001.89
Invoice				
Transaction Date	5/17/2016	Security Bank	10100	Total \$3,001.89
Claim#	12668 BOND TRUST SERVICES CORP			
Cash Payment	E 620-47000-601 Debt Srv Interest	\$4,820,000 GO SEWER & WATER REFUNDING BONDS, SERIES 2007A		\$19,451.81
Invoice 29686				

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Cash Payment	E 640-47000-601 Debt Srv Interest	\$4,820,000 GO SEWER & WATER REFUNDING BONDS, SERIES 2007A		\$52,591.94
Invoice 29686				
Transaction Date	5/17/2016	Security Bank	10100	Total \$72,043.75
Claim# 12669 ANCOM TECHNICAL CENTER				
Cash Payment	E 100-42260-406 800 Mgz Radios	PAGER REPAIR		\$120.00
Invoice 60094				
Transaction Date	5/17/2016	Security Bank	10100	Total \$120.00
Claim# 12670 MOBIL - EXXON/MOBIL				
Cash Payment	E 100-43100-212 Motor Fuels	APRIL STMT		\$224.09
Invoice xxx5605				
Cash Payment	E 100-45000-212 Motor Fuels	APRIL STMT		\$103.44
Invoice xxx5605				
Cash Payment	E 100-42260-212 Motor Fuels	APRIL STMT		\$41.14
Invoice xxx5605				
Transaction Date	5/19/2016	Security Bank	10100	Total \$368.67
Claim# 12671 PINE PRODUCTS INC				
Cash Payment	E 100-45000-500 Capital Outlay (GENERAL) BLACK DIRT			\$333.00
Invoice 81664				
Transaction Date	5/19/2016	Security Bank	10100	Total \$333.00
Claim# 12672 ECM PUBLISHERS, INC				
Cash Payment	E 100-41000-340 Advertising	CITY WIDE GARAGE SALE ADD		\$22.52
Invoice 347689				
Transaction Date	5/19/2016	Security Bank	10100	Total \$22.52
Claim# 12673 DELTA DENTAL OF MINNESOTA				
Cash Payment	G 100-21707 Dental	EMPLOYEE BENEFITS		\$129.60
Invoice 6505951				
Transaction Date	5/19/2016	Security Bank	10100	Total \$129.60
Claim# 12674 FRONTIER				
Cash Payment	E 100-43700-321 Telephone	P/W BLDG PHONE		\$210.74
Invoice				
Transaction Date	5/19/2016	Security Bank	10100	Total \$210.74
Claim Type Direct				Total \$95,528.32

Pre-Written Checks	\$4,390.35
Checks to be Generated by the Compute	\$91,137.97
Total	\$95,528.32

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____



City of Mayer

April - 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	Application for the transfer of one registered gun to another
Explosive/Firearms Dir	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 April

	2016	2016
	MONTH	YTD
ARRESTS - #incidents	0	2
ARRESTS - #individual	0	3

	2015	2015
	MONTH	YTD
	1	4
	1	5

CITATIONS - other	2	3
CITATIONS - traffic	2	9
CITATIONS - parking	0	0
TOTAL CITATIONS	4	12

	1	1
	2	17
	0	0
	3	18

WARNINGS (written)	0	0
WARNINGS (verbal)	23	62

	0	0
	21	81

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	0	5
Theft - Vehicle	0	0
Total Part I Crimes	0	5

	0	0
	1	1
	0	2
	0	0
	0	0
	0	0
	3	6
	0	0
	4	9

Part II Crimes

Abuse/Neglect	0	0
Assault	0	1
Court Order Violation	0	0
Disturb Peace	0	0
Drug Violations	1	2
Gambling	0	0
Liquor Law Viol	0	1
Misc. Criminal	0	0
Property Damage	0	0
Runaway	1	1
Sex Crimes	0	0
Suspicious Activity	0	0
Theft - Related	1	2
Traffic - Alcohol	0	0
Traffic - Other	0	0
Weapons	0	0
Total Part II Crimes	3	7
TOTAL CRIMINAL	3	12

	0	0
	0	0
	0	0
	0	0
	1	1
	0	0
	0	2
	0	0
	0	0
	0	0
	0	0
	1	1
	0	0
	0	2
	0	0
	2	6
	6	15

	2016	2016
	MONTH	YTD
NON-CRIMINAL		
Abuse/Neglect (not chargeable)	1	3
Alarm	1	5
Animal	4	13
Assist other Agency	0	2
Auto Accd - Fatality	0	0
Auto Accd - Injury	0	0
Auto Accd - Prop Damage	0	3
Auto Accd - MV & Deer	0	0
Background Records Check	0	0
Boat & Water	0	0
Child Custody Dispute	0	3
Civil Process	0	0
Dist. Peace (not chargeable)	6	10
Domestic (not chargeable)	1	1
Driving Complaints	2	3
Drug - Information Only	0	0
Fire Call	0	4
Gun Permit - Acquire	2	7
Gun Permit - Carry	4	14
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	2	5
License - Massage Parlor	0	0
License - Peddler	0	0
Medical	5	14
Mental Health	0	0
Misc. Non. Criminal	2	11
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)	2	7
Traffic - Misc	1	4
Traffic - Radar Display	0	0
Traffic - Stops	23	69
Transport	0	0
Unlock Veh/Bldg	0	0
Warrant Service	1	2
TOTAL NON-CRIMINAL	57	180

TOTAL REPORTED	60	192
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	2015	2015
	MONTH	YTD
	1	6
	2	5
	4	7
	0	1
	0	1
	0	0
	0	2
	0	0
	0	0
	0	0
	1	2
	2	8
	0	2
	1	6
	0	1
	0	6
	2	6
	1	5
	0	0
	0	0
	0	0
	0	0
	0	3
	0	0
	0	0
	5	12
	0	2
	3	14
	0	0
	0	1
	0	0
	0	0
	0	0
	2	13
	3	6
	0	0
	20	93
	0	0
	0	0
	0	0
TOTAL NON-CRIMINAL	47	204

TOTAL REPORTED	47	219
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**Carver County Sheriff
All Other Citation
From 04/01/2016 To 04/30/2016**

Mayer City

<u>Beat</u>	<u>Citation_Nr</u>	<u>Issued Date</u>	<u>Location</u>	<u>Local Code</u>	<u>Charge Literal</u>	<u>Statute</u>	<u>Citation Type</u>
0500	100016001812	04/28/2016	305 5 St NE	DC500	DRUGS-DRUG PARAPH-POSSES	152.092	Juv - Misd. Cit
0500	100016001814	04/28/2016	305 5 St NE	M3002	JUVENILE-CONT SUBST OFFEN	152.027.4(a)	Juv - Misd. Cit
TOTAL CITATIONS ISSUED: 2							



Carver County Sheriff Traffic Citations From 04/01/2016 To 04/30/2016

Mayer City

<u>Beat</u>	<u>Citation Nr</u>	<u>Issued Date</u>	<u>Location</u>	<u>Local Code</u>	<u>Charge Literal</u>	<u>Statute</u>	<u>Citation Type</u>
0500	100016001480	04/07/2016	Shimmoor St/Co Rd 30	9279	Expired Tabs	169.79.1	Juv - Traffic Cit
0500	100016001827	04/29/2016	Coldwater Crossing/River Be	9274	No Proof Of Insurance	169.791.2(a)	Traffic - Citation
TOTAL CITATIONS ISSUED: 2							



**Carver County Sheriff's Office
Verbal Warnings
From: 04/01/2016 to 04/30/2016**

Mayer City

Animal: 1

Disturb Peace/priv: 1

Traffic Stop: 21

Grand Total Verbal Warnings: 23



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from April 20th to May 17th (2016)

Roads

- Came up with a list of 2016 road repairs and marked the locations with white paint
- Received quotes for 2016 road repairs
- Received quotes to move salt storage building and to build a pad at the new public works building
- Set up cross walk signs by Hidden Creek and Fire Station (took back down when they were hit)
- Met with Bolton and Menk field inspector about Hidden Creek 6th addition
- Met with Schneider about wetland project

Parks

- Conducted playground inspections on monthly basis
- Attended park board meeting on Tuesday, May 10th
- Reanchored goal posts after other anchors were pulled up
- Contacted SDE about final grading in West Ridge park by volleyball court
 - Started working on final grade around volleyball court and old skating rink area
- Sprayed weeds along fence lines and around in-field areas
- Mowed and weed whipped all parks on a weekly basis
- Receive quotes on spraying and fertilizing from Farm Supply
- Emptied garbage cans on a regular basis
- Worked on pitcher's mound on field #1 & #2
- Added lime to fields #1 & #2 and moved bases to appropriate distances
- Pressure washed concession stand walls and ceiling (very dirty)
- Turned drinking fountains on for the season
- Met with Century Fence about fencing

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 April 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
- Flushed all 156 hydrants
- Greased high service pumps #1 and #2
- Met with Jeff Dale from MRWA to listen to service lines for leaks

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
- Sprayed weeds along fence lines and in between buildings in the gravel area
- Installed new drive belt on flocculator on clarifier
- Tried to reformat UV software
- Quality flow came to do yearly pump and mixer inspections

Lift Stations & Collection System

- Exercised generator on monthly basis
- Overline and Sons came to clean and televise 22,000 linear feet of sanitary sewer (significant roots in old clay line had to be cut out)
- Insituform came and CIPP lined 1,900 linear feet of sanitary sewer along Bluejay Ave
- Quality flow came to do yearly lift station inspections

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 April 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
- Ran to Farm Supply to get supplies
- Attended safety training in Waconia
- Met with Mayor to tour new public works building
- Was on vacation April 21st & 22nd
- Built and hanging bracket for shovels, ladders, etc. in new public works building

Equipment

- Fueled equipment as needed
- Washed truck and skid loader on a regular basis
- Hauled old mower and skid loader tire to auction
- Met with Total Energy Systems about the cooling maintenance needed on Well #2 and LS #1 generators
- Fixed broken bolt on Hustler mower
- Mounted flushing diffuser on Kubota RTV

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: May 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 March 12th and April 8th, 2016.

Miscellaneous Engineering

During the billing period, Miscellaneous Engineering included attendance at the City Council Meeting on March 28th and the following:

- Reviewing lot surveys on Sunrise Circle, Riverbend Trail, and Hidden Trail
- Providing as-built information for the property at 185 7th Street
- Gathering preliminary information for the Comprehensive Plan Update
- Assisting with the West Ridge Park grant application
- Meeting with Bill Drew to discuss sanitary sewer extension possibilities

Seven hours of time was provided at the City's reduced hourly rate and the City Council Meeting was attended at no charge, which resulted in a savings to the City of \$739.

Hidden Creek 6th (Pass Thru)

During the billing period, time was spent reviewing proposed changes to the sanitary sewer and watermain layouts, and meeting with the property owner south of 70th Street to discuss temporary easement needs.

Wetland Restoration

During the billing period, time was spent providing construction stakes for the contractor and coordinating with the Carver County Water Management Organization.



To: Mayor and Council Members
From: Luayn Ruch-Hammond, City Administrator
Re: Monthly Report
Date: May 23, 2016

My Activities for the weeks of April 25 – May 20, 2016

1. Compost Site Clean Up

Carver County public works has leveled the compost site. Staff coordinated with Sentence to Serve Program to pick up garbage. Sentence to Serve picked up 21 bags of garbage on Sunday, May 15. Carver County has agreed to reseed the site to the same seed that the City seeded the site when the ponds were decommissioned.

2. Outstanding Landscaping Loomis Homes

Loomis homes have constructed several homes in the Coldwater Crossing Development that do not have sod and driveways completed. Staff has been in contact with the builder and issues should be resolved by June 1.

3. Park Board

Completed a tour of the old public works building and will be moving forward. They have completed planning of the Mayer 5K.

4. New Employee

Janell Gildemeister first day was Wednesday, May 11. Staff is orientating Janell to the City and its processes.

5. Carver County Commercial Broker Event

Staff attended a planning meeting for the Commercial Broker Event. The event is scheduled to be held on September 7, 2016. This event is being planned like a similar event that was held in Anoka County. The purpose of the event is to market the communities of Carver County.

6. Pedestrian in the Crosswalk Signs

Have been reordered and public works will be installing the signs. The signs will be placed on the shoulder of highway 25 and 4th Street.

*Check Reconciliation©

Security Bank

10100 CASH

April 2016

Account Summary

Beginning Balance on 4/1/2016	\$1,615,901.76	Cleared	\$1,642,211.36
+ Receipts/Deposits	\$119,979.19	Statement	\$1,642,211.36
- Payments (Checks and Withdrawals)	\$93,669.59	Difference	\$0.00
Ending Balance as of 4/29/2016	\$1,642,211.36		

Check Book Balance

Active	G 100-10100	GENERAL FUND	\$432,237.96
Active	G 210-10100	FIRE TRUCK FUND	\$75,882.28
Active	G 212-10100	FIRE DEPT GRANTS&CON	\$12,371.15
Active	G 215-10100	FIR DEPT FEMA GRANT	\$14,942.49
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	\$12,609.01
Active	G 230-10100	CITY CELEBRATION	\$0.46
Active	G 231-10100	RISING ARTISTS FESTIVA	\$0.25
Active	G 301-10100	GO WS 2001 REVENUE B	\$0.00
Active	G 302-10100	GO WS 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	\$39,222.13
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 PROJECTS	\$664,271.32
Active	G 440-10100	ROUNABOUT PROJECT	\$14,565.55
Active	G 460-10100	W RIDGE RD/7TH ST CAP I	\$0.00
Active	G 620-10100	WATER FUND	\$852,065.64
Active	G 640-10100	SEWER FUND	\$1,485,371.29
Active	G 650-10100	STORM WATER FUND	\$122,871.38
Active	G 700-10100	INVESTMENT FUND	-\$2,744,164.92
Active	G 800-10100	ESCROW FUND	\$48,585.83
		Cash Balance	\$1,633,000.43

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 23, 2016
Item Name: **PUBLIC HEARING 6:30 PM**
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

A motion approving Resolution 5-23-2016-20 Approving Issuance and Sale of Senior Housing Revenue Refunding Notes (McKenna Crossing Senior Housing Project)

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

This is a public hearing to approve the issuance of the sale of housing revenue refunding notes. The City has agreed to issue bonds for the refunding of Senior Housing Notes for McKenna Crossing Senior Housing Project.

The project is McKenna Crossing is owned and operated by Presbyterian Homes and the location of the facility is 13760 McKenna Road in the City of Prior Lake.

This project was initially financed in 2006 by the City of Prior Lake and the Prior Lake Economic Development Authority. The original issuance was for the acquisition, construction, and equipping of an elderly housing development of 154 senior rental housing units.

The "project" consists of the refunding of \$21,445,000 City of Prior Lake and the Senior Housing Revenue Bonds Series 2006B and the Economic Development Authority of the City of Prior Lake's \$10,000,000 Senior Housing Revenue Bonds. The reason for the refunding is interest savings which according to the debt service schedule is about \$8.9 million over the next 25 years.

Since the closing is in July not all of the documents are final and closing certificates have not been drafted. Due to having three issuers for the transaction, the borrower needs to have the joint powers agreement and purchase agreement signed prior to closing. The Resolution authorizes the Mayor and Administrator to execute the final documents.

Staff is requesting approval of the resolution 5-23-2016-20 Approving Issuance and Sale of Senior Housing Revenue Refunding Notes (McKenna Crossing Senior Housing Project).

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

CONDUIT FINANCING IN MINNESOTA

Minnesota Statutes, Sections 469.152 through 469.165, Municipal Industrial Development (the "Act") authorizes cities (and also housing and redevelopment authorities, port authorities, economic development authorities, area or municipal redevelopment agencies and in certain circumstances towns and counties) to issue bonds to finance projects described in the Act. Generally speaking, the requirements of Minnesota Statutes, Chapter 475 relating to municipal bonds do not apply to bonds issued under the Act. An election is not required. "Project" is generally defined as any real or personal property used or useful in connection with a revenue producing enterprise. Specific authorizations include tourism projects; health care projects including hospitals, nursing homes and related medical facilities; manufacturing projects and jails. Residential projects are specifically excluded.

The basic structure of transactions under the Act is as follows: privately placed notes of publicly sold bonds ("obligations") are issued by the Issuer. The Issuer loans the proceeds from the sale of the obligations to a private party (the "borrower"). This loan is made pursuant to a loan agreement which requires the borrower to comply with certain requirements (including maintaining insurance) of state law and the Internal Revenue Code (the "Code"). The loan agreement further requires the borrower to generate revenues sufficient to pay amounts owed by the Issuer on the obligations. Payments under the loan agreement are equal to the payments due on the obligations. Because the obligations are a promise to pay between the private placement lender or bond trustee and the Issuer, and because the loan agreement is between the Issuer and the borrower, another agreement called a pledge agreement or trust indenture is used pursuant to which the Issuer pledges its receipts under the loan agreement for payment on the obligations. (Usually the loan agreement provides that the payments are made by the borrower directly to the lender or bond trustee.) In addition, the borrower usually executes a mortgage and/or security agreement in favor of the lender or bond trustee. Occasionally other types of collateral are also required such as guaranties, letters of credit, ect. In all cases these items of collateral run in favor of the lender or bond trustee.

The Act specifically provides that obligations issued under the Act are not payable from or charged upon any funds other than the revenue pledged to their payment, nor is the Issuer subject to any liability on them. No holder of the obligations has the right to require any exercise of the taxing power of the of the Issuer to pay the obligations or the interest thereon, or enforce payment of the obligations against any property of the Issuer, except those project or portions thereof mortgaged or otherwise encumbered under the provisions and for the purposes of the Act.

As you can see, the only recourse the lender or bond trustee has is to the project revenues and the real-estate and equipment pledged as collateral for the loan.

The Act also contains certain procedural requirement in order for the obligations to be validly issued. These include holding a public hearing, submitting a request to the Minnesota Department of Employment and Economic Development for project approval, and the availability of an allocation for the issuance of tax-exempt obligations.

In order for obligations issued under the Act to be tax exempt, there must be compliance with certain requirements of the Code. One of these is public approval, which means that the issuance of the obligations must be approved after a public hearing. Usually a state law public hearing and the federal law public hearing are held simultaneously. Other Code requirements include: (1) a limitation of the costs of issuance of the obligations which can actually be paid from the proceeds of the obligations (this limit is 2%); (2) the proceeds of the obligations must be used in the trade of business of a private corporation which is the borrower; and (3) federal tax form 8038 must be filed with the Internal Revenue Service upon issuance of the obligations. There are a variety of other technical requirements under the Code which I shall not go into at this time.

I hope this information has been responsive to your needs and helps your governing body gain a greater understanding of the structure of this project.

NOTICE OF PUBLIC HEARING ON A
PROPOSAL FOR ISSUANCE OF SENIOR HOUSING REVENUE REFUNDING NOTES
(MCKENNA CROSSING SENIOR HOUSING PROJECT)

Notice is hereby given that the City Council of the City of Prior Lake, Minnesota (the "City"), will meet in City Council chambers at the Prior Lake City Hall, 4646 Dakota Street SE, in the City, at 7:00 p.m. on Monday, May 23, 2016, to consider approving, and giving host approval to, the issuance by the City, the City of Mayer, Minnesota ("Mayer"), and the City of Hampton, Minnesota ("Hampton", and together with the City and Mayer, the "Issuers") of revenue obligations, in one or more series, under Minnesota Statutes, Chapter 462C (the "Act"), in order to refinance the cost of a project located in the City, pursuant to an existing housing program (the "Housing Program") and a joint powers agreement with the Issuers.

Shepherd's Path Senior Housing, Inc. (the "Borrower"), a Minnesota nonprofit corporation and 501(c)(3) organization, which is an affiliate of Presbyterian Homes and Services, a Minnesota nonprofit corporation and 501(c)(3) organization, proposes to refinance a Project consisting of refunding the outstanding principal amount of the City's \$21,445,000 Senior Housing Revenue Bonds (Shepherd's Path Senior Housing, Inc. Project) Series 2006B, and the Economic Development Authority of the City of Prior Lake \$10,000,000 Senior Housing Revenue Bonds (Shepherd's Path Senior Housing Project) Series 2006A, the proceeds of which were used to finance the acquisition, construction, and equipping of an elderly housing development of 154 senior rental housing units including 82 independent housing units, 54 assisted living units, and 18 memory care units, together with approximately 35,000 square feet of common space, located adjacent to the Shepherd of the Lake Lutheran Church located at 13760 McKenna Road in the City (the "Project"). The Project, known as McKenna Crossing, is and will be owned and operated by the Borrower.

The total maximum aggregate estimated principal amount of notes or other obligations to be issued by the Issuers is \$26,000,000.

The obligations, as and when issued, will not constitute a charge, lien, or encumbrance upon any property of the City or the Issuers, except the Project and the revenues to be derived from the Project. Such notes or obligations will not be a charge against the City's or the Issuers' general credit or taxing powers but are payable from sums to be paid by the Borrower pursuant to a revenue agreement.

At the time and place fixed for the public hearing, the City Council of the City will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. Written comments will be considered if submitted at the above City office on or before the date of the hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY
OF PRIOR LAKE, MINNESOTA

By Frank Boyles
Its City Manager

Extract of Minutes of a Meeting of the
City Council of the City of Mayer

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Mayer was duly held in the City of Mayer, Minnesota, on Monday, May 23, 2016, at 6:30 o'clock P.M.

The following members were present:

and the following were absent:

During said meeting _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.5-23-2016-20

RESOLUTION APPROVING THE ISSUANCE AND SALE OF
SENIOR HOUSING REVENUE REFUNDING NOTES
AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING THERETO
AND APPROVAL OF A JOINT POWERS AGREEMENT
(McKENNA CROSSING SENIOR HOUSING PROJECT)

WHEREAS,

(a) The purpose of Minnesota Statutes, Chapter 462C (the "Act"), confers upon cities the power to issue revenue obligations to finance a program for the purposes of planning, administering, making or purchasing loans with respect to a multifamily housing facility for the elderly;

(b) The City (as defined below) desires to facilitate the selective development of the community, retain and improve the tax base and help to provide the range of services and employment opportunities required by the population, including senior housing and health care services; and the Project (defined below) will assist the City in achieving those objectives and will enhance the image and reputation of the community;

(c) Shepherd's Path Senior Housing, Inc., a Minnesota nonprofit corporation (the "Borrower"), which is an affiliate of Presbyterian Homes and Services, a Minnesota nonprofit corporation, and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has proposed that the City, along with the City of Hampton, Minnesota ("Hampton") and the City of Prior Lake, Minnesota ("Prior Lake"), undertake a program to refinance the Project (as defined below) through the issuance of revenue

notes or other obligations, in one or more series pursuant to the Act and in connection therewith the following described notes are to be issued: (i) City of Prior Lake, Minnesota Senior Housing Revenue Refunding Note (McKenna Crossing Senior Housing Project) Series 2016A (the "Prior Lake Note"); (ii) City of Mayer, Minnesota Senior Housing Revenue Refunding Note (McKenna Crossing Senior Housing Project) Series 2016B (the "Mayer Note"); and (iii) City of Hampton, Minnesota Senior Housing Revenue Refunding Note (McKenna Crossing Senior Housing Project) Series 2016C (the "Hampton Note," and together with the Mayer Note and the Mayer Note, the "Notes"), in the total aggregate principal amount not to exceed \$26,000,000;

(d) The "project" consists of the refunding of the outstanding principal amount of the City of Prior Lake's \$21,445,000 Senior Housing Revenue Bonds (Shepherd's Path Senior Housing, Inc. Project) Series 2006B, and the Economic Development Authority of the City of Prior Lake's \$10,000,000 Senior Housing Revenue Bonds (Shepherd's Path Senior Housing Project) Series 2006A (collectively, the "Series 2006 Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an elderly housing development of 154 senior rental housing units including 82 independent housing units, 54 assisted living units, and 18 memory care units, together with approximately 35,000 square feet of common space, located adjacent to the Shepherd of the Lake Lutheran Church located at 13760 McKenna Road in the City of Prior Lake (the "Project"). The Project, known as McKenna Crossing, is and will be owned and operated by the Borrower.

(e) The City has been advised by representatives of the Borrower that conventional, commercial financing to pay the capital cost of the Project is available only on a limited basis and at such high costs of borrowing that the economic feasibility of operating the Project would be significantly reduced;

(f) Based on representations of the Borrower, no public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project;

(g) In connection with the issuance of the Notes, it is proposed that the City, Hampton, and Prior Lake, pursuant to Minnesota Statutes, Section 471.59, enter into a Joint Powers Agreement (the "Joint Powers Agreement"). A copy of the proposed form of the Joint Powers Agreement has been presented to the City Council in connection with its consideration of this Resolution, and is currently on file in the offices of the City Administrator;

(h) The Notes, as and when issued, will not constitute a charge, lien or encumbrance upon any property of the City, Hampton, or Prior Lake and will not be a charge against the general credit or taxing powers of the City, Hampton, or Prior Lake;

(i) As required by the Act and Section 147(f) of the Code, a notice of public hearing was published in the City's official newspaper and newspaper of general circulation, for a public hearing on the proposed issuance of the Mayer Note by the City and the proposal of the Borrower to undertake and refinance the Project; and

(j) As required by the Act and Section 147(f) of the Code, the City Council has on this same date held a public hearing on the issuance of the Mayer Note by the City and the

proposal by the Borrower to undertake and refinance the Project, at which hearing all those appearing who desired to speak were heard and written comments were accepted.

BE IT RESOLVED by the City Council of the City of Mayer, Minnesota (the "City"), as follows:

SECTION 1. LEGAL AUTHORIZATION AND FINDINGS.

1.1 Findings. The City hereby finds, determines and declares as follows:

(a) The City is a municipal corporation and a political subdivision of the State of Minnesota and is authorized under the Act to assist the project referred to herein, and to issue and sell the Mayer Note, as hereinafter defined, for the purpose, in the manner, and upon the terms and conditions set forth in the Act and in this Resolution.

(b) The issuance and sale of the City of Mayer, Minnesota Senior Housing Revenue Refunding Note (McKenna Crossing Senior Housing Project), Series 2016B (the "Mayer Note") by the City, pursuant to the Act, is in the best interest of the City, and the City hereby determines to issue the Mayer Note and to sell the Mayer Note to Bremer Bank, National Association in Minneapolis, Minnesota or another bank in Minnesota (the "Lender"), as provided in an Agreement to Purchase (the "Purchase Agreement") to be entered into between the Borrower, the City, and the Lender. The City will loan the proceeds of the Mayer Note (the "Loan") to the Borrower in order to finance the refunding, in part, of the Series 2006 Bonds. A draft of the Purchase Agreement has been submitted to the City Council.

(c) Pursuant to a Series 2016B Loan Agreement (the "Loan Agreement") to be entered into between the City and the Borrower, the Borrower has agreed to repay the Mayer Note in specified amounts and at specified times sufficient to pay in full when due the principal of, premium, if any, and interest on the Mayer Note. In addition, the Loan Agreement contains provisions relating to the maintenance and operation of the Project, indemnification, insurance, and other agreements and covenants which are required or permitted by the Act and which the City and the Borrower deem necessary or desirable for their refinancing of the Project. A draft of the Loan Agreement has been submitted to the City Council.

(d) Pursuant to a Series 2016B Pledge Agreement (the "Pledge Agreement") to be entered into between the City and the Lender, the City has pledged and granted a security interest in all of its rights, title, and interest in the Loan Agreement to the Lender (except for certain rights of indemnification and to reimbursement for certain costs and expenses). A draft of the Pledge Agreement has been submitted to the City Council.

(e) Pursuant to a Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents (the "Mortgage") given by the Borrower to the City, Hampton, and Prior Lake, and assigned by the City, Hampton, and Prior Lake to the Lender pursuant to an Assignment of Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents (the "Assignment"), the Borrower has secured payment of amounts due under the Loan Agreement and Notes by granting to the

Lender a mortgage and security interest in the property described therein. A draft of the Mortgage and the Assignment have been submitted to the City Council.

(f) A copy of the proposed form of the Joint Powers Agreement has been presented to the City Council in connection with its consideration of this Resolution, and has been submitted to the City Council.

(g) The Mayer Note will be a special, limited obligation of the City. The Mayer Note shall not be payable from or charged upon any funds other than the revenues pledged to the payment thereof, nor shall the City be subject to any liability thereon. No holder of the Mayer Note shall ever have the right to compel any exercise of the taxing power of the City to pay the Mayer Note or the interest thereon, nor to enforce payment thereof against any property of the City. The Mayer Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.

(h) On the basis of information available to the City it appears, and the City hereby finds, that the Project constitutes properties, real and personal, used or useful in connection with a multifamily housing facility for the elderly within the meaning of the Act; that the Project furthers the purposes stated in the Act; that the availability of the financing under the Act and the willingness of the City to furnish such financing will be a substantial inducement to the Borrower to undertake the Project, and that the effect of the Project, if undertaken, will be to assist in the prevention of the emergence of blighted and marginal land, to help prevent chronic unemployment, to help the surrounding area retain and eventually improve the tax base, to provide the range of service and employment opportunities required by the population, to help prevent the movement of talented and educated persons out of the state and to areas within the State where their services may not be as effectively used, and to promote more intensive development and use of land within the City and surrounding communities, and to provide available adequate senior housing facilities to residents of the State at a reasonable cost.

(i) It is desirable, feasible and consistent with the objects and purposes of the Act to issue the Mayer Note, for the purpose of refinancing the costs of the Project.

SECTION 2. THE MAYER NOTE.

2.1 Authorized Amount and Form of Mayer Note. The Mayer Note is hereby approved and shall be issued pursuant to this Resolution in substantially the form submitted to the City Council with such appropriate variations, omissions and insertions as are necessary and appropriate and are permitted or required by this Resolution, and in accordance with the further provisions hereof; and the total aggregate principal amount of the Mayer Note that may be outstanding hereunder is expressly limited to not more than \$10,000,000, unless a duplicate Note is issued pursuant to Section 2.7. The Mayer Note shall bear interest at a rate or rates as set forth therein.

2.2 The Mayer Note. The Mayer Note shall be dated as of the date of delivery to the Lender, shall be payable at the times and in the manner, shall bear interest at the rate, and shall be subject to such other terms and conditions as are set forth therein.

2.3 Execution. The Mayer Note shall be executed on behalf of the City by the signatures of its Mayor and the City Administrator and shall be sealed with the seal of the City; provided that the seal may be intentionally omitted as provided by law. In case any officer whose signature shall appear on the Mayer Note shall cease to be such officer before the delivery of the Mayer Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if had remained in office until delivery. In the event of the absence or disability of the Mayor or the City Administrator such officers of the City as, in the opinion of the City Attorney, may act in their behalf, shall without further act or authorization of the City Council execute and deliver the Mayer Note.

2.4 Delivery of Initial Mayer Note. Before delivery of the Mayer Note there shall be filed with the Lender (except to the extent waived by the Lender) the following items:

- (1) an executed copy of each of the following documents:
 - (a) the Purchase Agreement;
 - (b) the Loan Agreement;
 - (c) the Pledge Agreement;
 - (d) the Mortgage;
 - (e) the Assignment;
 - (f) the Joint Powers Agreement;
- (2) an opinion of Counsel for the Borrower as prescribed by the Lender and Bond Counsel;
- (3) the opinion of Bond Counsel as to the validity and tax exempt status of the Mayer Note;
- (4) a 501(c)(3) determination letter from the Internal Revenue Service evidencing that the Borrower is exempt from income taxation under Section 501(c)(3) of the Code;
- (5) such other documents and opinions as Bond Counsel may reasonably require for purposes of rendering its opinion required in subsection (3) above or that the Lender may reasonably require for the closing.

2.5 Disposition of Proceeds of the Mayer Note. Upon delivery of the Mayer Note to Lender, the Lender shall, on behalf of the City, disburse the proceeds of the Mayer Note for refunding, in part, the Series 2006 Bonds in accordance with the terms of the Loan Agreement.

2.6 Registration of Transfer. The City will cause to be kept at the office of the City Administrator a Note Register in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of transfers of ownership of the Mayer Note.

The Mayer Note shall be initially registered in the name of the Lender and shall be transferable upon the Mayer Note Register by the Lender in person or by its agent duly authorized in writing, upon surrender of the Mayer Note together with a written instrument of transfer satisfactory to the City Administrator, duly executed by the Lender or its duly authorized agent. The following form of assignment shall be sufficient for said purpose.

For value received _____ hereby sells, assigns and transfers unto _____ the within Note of the City of Mayer, Minnesota, and does hereby irrevocably constitute and appoint _____ attorney to transfer said Note on the books of said City with full power of substitution in the premises. The undersigned certifies that the transfer is made in accordance with the provisions of Section 2.9 of the Resolution authorizing the issuance of the Mayer Note.

Dated: _____

Registered Owner

Upon such transfer the City Administrator shall note the date of registration and the name and address of the new Lender in the applicable Note Register and in the registration blank appearing on the Mayer Note.

2.7 Mutilated, Lost or Destroyed Note. In case the Mayer Note issued hereunder shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and delivered, a new Note of like outstanding principal amount, number and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note destroyed or lost, upon the Lender's paying the reasonable expenses and charges of the City in connection therewith, and in the case of a Note destroyed or lost, the filing with the City of evidence satisfactory to the City with indemnity satisfactory to it. If the mutilated, destroyed or lost Note has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Note prior to payment.

2.8 Ownership of Note. The City may deem and treat the person in whose name the Mayer Note is last registered in the Mayer Note Register and by notation on the Mayer Note whether or not such Note shall be overdue, as the absolute owner of such Note for the purpose of receiving payment of or on account of the Principal Balance, redemption price or interest and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

2.9 Limitation on Note Transfers. The Mayer Note will be issued to an "accredited investor" and without registration under state or other securities laws, pursuant to an exemption for such issuance; and accordingly the Mayer Note may not be assigned or transferred in whole or part, nor may a participation interest in the Mayer Note be given pursuant to any participation agreement, except to another "accredited investor" or "financial institution" in accordance with an applicable exemption from such registration requirements and with full and accurate disclosure of all material facts to the prospective purchaser(s) or transferee(s).

2.10 Issuance of a New Note. Subject to the provisions of Section 2.9, the City shall, at the request and expense of the Lender, issue a new note, in aggregate outstanding principal amount equal to that of the Mayer Note surrendered, and of like tenor except as to number, principal amount, and the amount of the periodic installments payable thereunder, and registered in the name of the Lender or such transferee as may be designated by the Lender.

SECTION 3. GENERAL COVENANTS.

3.1 Payment of Principal and Interest. The City covenants that it will promptly pay or cause to be paid the principal of and interest on the Mayer Note at the place, on the dates, solely from the source and in the manner provided herein and in the Mayer Note. The principal and interest are payable solely from and secured by revenues and proceeds derived from the Loan Agreement and the Pledge Agreement, which revenues and proceeds are hereby specifically pledged to the payment thereof in the manner and to the extent specified in the Mayer Note, the Loan Agreement, and the Pledge Agreement; and nothing in the Mayer Note or in this Resolution shall be considered as assigning, pledging, or otherwise encumbering any other funds or assets of the City.

3.2 Performance of and Authority for Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, in the Mayer Note executed, authenticated and delivered hereunder and in all proceedings of the City Council pertaining thereto; that it is duly authorized under the Constitution and laws of the State of Minnesota including particularly and without limitation the Act, to issue the Mayer Note authorized hereby, pledge the revenues and assign the Loan Agreement in the manner and to the extent set forth in this Resolution, the Mayer Note, the Loan Agreement, and the Pledge Agreement; that all action on its part for the issuance of the Mayer Note and for the execution and delivery thereof has been duly and effectively taken; and that the Mayer Note in the hands of the Lender is and will be a valid and enforceable special limited obligation of the City according to the terms thereof.

3.3 Enforcement and Performance of Covenants. The City agrees to enforce all covenants and obligations of the Borrower under the Loan Agreement, upon request of the Lender and being indemnified to the satisfaction of the City for all expenses and claims arising therefrom, and to perform all covenants and other provisions pertaining to the City contained in the Mayer Note and the Loan Agreement and subject to Section 3.4.

3.4 Nature of Security. Notwithstanding anything contained in the Mayer Note, the Loan Agreement, the Pledge Agreement, or any other document referred to in Section 2.4 to the contrary, under the provisions of the Act the Mayer Note may not be payable from or be a charge upon any funds of the City other than the revenues and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon, nor shall the Mayer Note otherwise contribute or give rise to a pecuniary liability of the City or, to the extent permitted by law, any of the City's officers, employees and agents. No holder of the Mayer Note shall ever have the right to compel any exercise of the taxing power of the City to pay the Mayer Note or the interest thereon, or to enforce payment thereof against any property of the City other than the revenues pledged under the Pledge Agreement; and the Mayer Note shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City; and the Mayer Note shall not

constitute a debt of the City within the meaning of any constitutional or statutory limitation; but nothing in the Act impairs the rights of the Purchaser to enforce the covenants made for the security thereof as provided in this Resolution, the Loan Agreement, and the Pledge Agreement, and in the Act, and by authority of the Act the City has made the covenants and agreements herein for the benefit of the Lender; provided that in any event, the agreement of the City to perform or enforce the covenants and other provisions contained in the Mayer Note, the Loan Agreement, and the Pledge Agreement, shall be subject at all times to the availability of revenues under the Loan Agreement sufficient to pay all costs of such performance or the enforcement thereof, and the City shall not be subject to any personal or pecuniary liability thereon.

3.5 Qualified Tax Exempt Obligation. In order to qualify the Mayer Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), the City hereby makes the following factual statements and representations;

(a) the Mayer Note is not treated as a "private activity bond" under Section 265(b)(3) of the Code;

(b) the City hereby designates the Mayer Note as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(C) of the Code) which will be issued by the City (and all entities whose obligations will be aggregated with those of the City) during the calendar year 2016 will not exceed \$10,000,000;

(d) not more than \$10,000,000 of obligations issued by the City during the calendar year 2016 have been designated for purposes of Section 265(b)(3) of the Code; and

(e) the aggregate face amount of the Mayer Note does not exceed \$10,000,000.

SECTION 4. MISCELLANEOUS.

4.1 Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Resolution contained shall not affect the remaining portions of this Resolution or any part thereof.

4.2 Authentication of Transcript. The officers of the City are directed to furnish to Bond Counsel certified copies of this Resolution and all documents referred to herein, and affidavits or certificates as to all other matters which are reasonably necessary to evidence the

validity of the Mayer Note. All such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute recitals of the City as to the correctness of all statements contained therein.

4.3 Authorization to Execute Agreements. The forms of the proposed Joint Powers Agreement, Purchase Agreement, Loan Agreement, and the Pledge Agreement are hereby approved in substantially the form presented to the City Council, together with such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by Bond Counsel prior to the execution of the documents. The Mayor and the City Administrator of the City are authorized to execute the Joint Powers Agreement, the Purchase Agreement, the Loan Agreement, and the Pledge Agreement and such other documents as Bond Counsel consider appropriate in connection with the issuance of the Mayer Note, in the name of and on behalf of the City. In the event of the absence or disability of the Mayor or the City Administrator such officers of the City as, in the opinion of the City Attorney, may act on their behalf, shall without further act or authorization of the City Council do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

Adopted by the City Council of the City of Mayer, Minnesota, this 23rd day of May, 2016.

Mayor

ATTEST:

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF MAYER

I, the undersigned, being the duly qualified and acting City Administrator of the City of Mayer, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to a resolution authorizing the issuance of a revenue note.

WITNESS my hand this ____ day of May, 2016.

City Administrator

Joint Powers Agreement

**JOINT POWERS AGREEMENT
PROVIDING FOR THE ISSUANCE OF REVENUE REFUNDING NOTES TO
REFINANCE SENIOR HOUSING FACILITIES
(McKENNA CROSSING SENIOR HOUSING PROJECT)**

THIS AGREEMENT is entered into as of the 1st day of June, 2016, by and between the City of Prior Lake, Minnesota ("Prior Lake"), the City of Hampton, Minnesota ("Hampton"), and the City of Mayer, Minnesota ("Mayer" and, with Prior Lake and Hampton, the "Issuers" or, the "Cities", or individually, a "City"). Each of the municipalities named above is a municipal corporation duly organized under the laws of the State of Minnesota.

WHEREAS, Prior Lake and the Economic Development Authority of the City of Prior Lake, Minnesota (the "Prior Lake EDA") have previously adopted a housing program (the "Housing Program") in accordance with Minnesota Statutes, Chapter 462C in connection with the issuance by the Prior Lake EDA and Prior Lake, of their respective \$10,000,000, Series 2006A and \$21,445,000, Series 2006B Senior Housing Revenue Bonds (Shepherd's Path Senior Housing, Inc. Project) (the "Series 2006 Bonds"); and

WHEREAS, it has been proposed by Shepherd's Path Senior Housing, Inc., a Minnesota nonprofit corporation (the "Borrower"), to refinance the Series 2006 Bonds through the issuance by the Issuers of revenue notes in a principal amount not to exceed in the aggregate \$26,000,000; and

WHEREAS, the Issuers desire to assist the Borrower pursuant to this Joint Powers Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations hereinafter contained, the parties hereto agree as follows:

1. Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties, and may provide for the exercise of such power by one of the participating governmental units.

2. In connection with revenue bonds issued under Minnesota Statutes, Chapter 462C (the "Housing Programs Act"), Section 462C.14, Subd. 3 provides for joint action between cities pursuant to the Joint Powers Act.

3. The Borrower has proposed, and the Issuers hereby agree, to enter into this Joint Powers Agreement pursuant to the Housing Programs Act, pursuant to which the Issuers will issue revenue notes (the "Notes") in the aggregate principal amount not to exceed \$26,000,000 and loan the proceeds thereof to the Borrower through agreements with the Borrower which require Borrower to refund and refinance the project described in the next paragraph. The Issuers currently anticipate that Hampton and Mayer will each issue Notes in principal amounts not to exceed \$10,000,000 and that Prior Lake shall issue a Note in a principal amount not to exceed \$5,250,000, but in no event in amounts that would cause the Notes not to be designated as bank qualified.

4. The "project" consists of the refunding of the outstanding principal amount of Prior Lake's \$21,445,000 Senior Housing Revenue Bonds (Shepherd's Path Senior Housing, Inc. Project) Series 2006B, and the Prior Lake EDA's \$10,000,000 Senior Housing Revenue Bonds (Shepherd's Path Senior Housing Project) Series 2006A (the "Series 2006 Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an elderly housing development of 154 senior rental housing units including 82 independent housing units, 54 assisted living units, and 18 memory care units, together with approximately 35,000 square feet of common space, located adjacent to the Shepherd of the Lake Lutheran Church located at 13760 McKenna Road in Prior Lake (the "Project"). The Project, known as McKenna Crossing, is and will be owned and operated by the Borrower.

5. Prior Lake EDA and Prior Lake, the City in which the 2006 Bonds proceeds were used for a housing project, have adopted a housing program (the "Housing Program") which describes the housing development to be refinanced by the Borrower in Prior Lake.

6. Each of Hampton and Mayer hereby adopt the Housing Program.

7. Prior Lake will adopt a resolution evidencing its intent to enter into this Agreement and granting host approval of the issuance of Notes by Hampton and Mayer as required under the Internal Revenue Code of 1986, as amended (the "Code").

8. Each of the Issuers will adopt a resolution evidencing its intent to enter into this Agreement and granting approval for the issuance of its respective Note, as required under the Code.

9. The Issuers shall exercise the powers of the Housing Programs Act by adopting, approving, and executing such resolutions, documents, and agreements as shall be necessary or convenient to authorize, issue, and sell the Notes and such other resolutions, documents, and agreements as shall be necessary or required in connection with the issuance of the Notes and giving effect to or carrying out the provisions of this Agreement and documents under which the Notes are issued and/or secured.

10. The Notes shall be special, limited obligations of each of the Issuers, respectively, payable solely from proceeds, revenues and other amounts pledged thereto and more fully described in the respective Loan Agreement executed in connection with the Project. In no event shall the Notes ever be payable from or charged upon the general credit, taxing powers or any funds of any of the Cities; the Cities are not subject to any liability thereon; no owners of the Notes shall ever have the right to compel the exercise of the taxing power of any of the Cities to pay any of the Notes or the interest thereon, nor to enforce payment thereof against any property of either of the Cities; the Notes shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of any of the Cities; and the Notes do not constitute an indebtedness of any of the Cities within the meaning of any constitutional, statutory, or charter limitation.

11. This Agreement shall terminate upon the retirement or defeasance of all of the Notes or any bonds issued to refund the Notes, and this Agreement may not be terminated in advance of such retirement or defeasance.

CITY OF MAYER, MINNESOTA,
an Issuer

By _____
Mayor

By _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Gerald Thomas and Luayn Ruch-Hammond, the Mayor and City Administrator, respectively, of the City of Mayer, Minnesota, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

(NOTARIAL SEAL)

SIGNATURE PAGE TO JOINT POWERS AGREEMENT

Purchase Agreement

AGREEMENT TO PURCHASE
(Series 2016B Bonds)

May 23, 2016
(Dated Date)

Shepherd's Path Senior Housing, Inc.
Suite 200
2845 Hamline Avenue North
Roseville, Minnesota 55113

City of Mayer, Minnesota
P.O. Box 102
Mayer, Minnesota 55360-0102

Ladies and Gentlemen:

The undersigned (the "Purchaser") hereby agrees to purchase from the City of Mayer, Minnesota (the "Issuer") the Issuer's \$10,000,000 Senior Housing Revenue Refunding Bonds, Series 2016B (McKenna Crossing Senior Housing Project) (the "Series 2016B Bonds") subject to the conditions hereinafter set out. The proceeds of the Series 2016B Bonds will be loaned and disbursed to, or at the direction of, Shepherd's Path Senior Housing, Inc. (the "Borrower") for the purpose of refinancing a portion of the costs of the acquisition, construction, equipping and furnishing an elderly housing development of 154 senior rental housing units including 82 independent housing units, 54 assisted living units, and 18 memory care units, together with approximately 35,000 square feet of common space, located adjacent to the Shepherd of the Lake Lutheran Church located at 13760 McKenna Road in the City of Prior Lake (the "Facility"), by refunding, in part, the Issuer's \$21,445,000 Senior Housing Revenue Bonds (Shepherd's Path Senior Housing, Inc. Project) Series 2006B, and the Economic Development Authority of the City of Prior Lake's \$10,000,000 Senior Housing Revenue Bonds (Shepherd's Path Senior Housing Project) Series 2006A (collectively, the "Prior Bonds").

The Series 2016B Bonds will be issued with a floating interest rate equal to 67% of the sum of the then current 30-day LIBOR Swap Rate plus 250 basis points (the "Rate"); provided, however, that the Borrower shall enter into an interest rate swap agreement to manage the interest rate during the term of the Series 2016B Bonds, in form and substance acceptable to the Lender. The Series 2016B Bonds shall be subject to other terms and conditions in the terms attached hereto as Exhibit A. On the closing date of the Series 2016B Bonds, the Issuer and the Borrower will enter into a Loan Agreement (the "Loan Agreement") evidencing the Borrower's obligation to repay the loan pursuant to the terms of the Loan Agreement and containing financial covenants, security provisions and other terms acceptable to the Purchaser and the Borrower.

The Purchaser's purchase of the Series 2016B Bonds is not contingent upon the purchase of any notes, bonds or other obligation to be issued in the future by the Issuer or any other issuer to finance a portion of the refunding of the Prior Bonds.

The Purchaser's purchase of the Series 2016B Bonds is subject to satisfaction of closing conditions and final legal documentation satisfactory to Purchaser, including participation agreements in an amount satisfactory to the Purchaser, and evidence satisfactory to the Purchaser of sufficient financing to pay the total costs of the Project.

IN WITNESS WHEREOF, the Purchaser has caused this Purchase Agreement to be executed in its name, all as of the Dated Date.

BREMER BANK, NATIONAL
ASSOCIATION

By: _____
Its: Vice President

[Execution Page for Agreement to Purchase]

IN WITNESS WHEREOF, the Borrower has caused this Purchase Agreement to be executed in its name, all as of the Dated Date.

SHEPHERD'S PATH SENIOR HOUSING,
INC.

By: _____
Its: _____

[Execution Page for Agreement to Purchase]

IN WITNESS WHEREOF, the Issuer has caused this Purchase Agreement to be executed in its name as of the Dated Date.

CITY OF MAYER, MINNESOTA

By: _____
Mayor

By: _____
City Administrator

[Execution Page for Agreement to Purchase]

EXHIBIT A

LOAN TERMS

Principal Amount: \$10,000,000

Maturity Date: 20 years from closing

Amortization: 25 years

Rate: Floating rate equal to 67% of the sum of the 30-day LIBOR Swap Rate plus 250 basis points.

Interest Rate Reset Date: Monthly, commencing on the first payment date ("Reset Date").

Payments: Monthly payments of principal plus interest on the 15th day of each month (the "Payment Date").

Definitions: "30-Day LIBOR Rate" means a fluctuating rate of interest per annum equal to the ICE London Interbank Offered Rate ("ICE LIBOR"), as published by IntercontinentalExchange ("ICE") (or other commercially available source providing quotations of ICE LIBOR as selected by Purchaser from time to time) as determined for each London Banking Day at approximately 11:00 a.m., London time, two (2) London Banking Days (as hereinafter defined) prior to the Reset Date (defined above), for U.S. Dollar deposits with a thirty (30) day term, as adjusted from time to time in Purchaser's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by Purchaser.

"London Banking Day" is a day on which banks in London, United Kingdom are open for business and dealing in offshore dollars.

Swap Agreement: The Borrower shall enter into a swap agreement to manage the interest rate accruing on the Series 2016B Bonds, in form and substance acceptable to the Lender.

Prepayment: The Series 2016B Bonds will be subject to optional prepayment by the Borrower on any date without a prepayment penalty; provided, however, that prepayment prior to maturity of the swap agreement may result in a termination payment owed by the Borrower to the Purchaser.

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 23, 2016
Item Name:	Installation of Fences
Originating Department:	Administration
Presented by:	Luayn Ruch-Hammond

Previous Council Action (if any):

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

A motion approving the purchase and installation of the fencing in the parks.

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

Park Board is recommending that fences be installed in the following areas:

1. Bluejay Park basketball court: a black vinyl fence installed on the alley side (east) to prevent balls from going into the alley. The fence would be black vinyl and 45 feet long and a height of 10 feet at a cost of \$2,908.00 or if Council thinks the fence should be 12 feet the cost would be \$3,125.00
2. Meadow Park soccer field: a chain link fence installed on the south boundary to stop balls from rolling down the hill into the swale. This chain link fence would be 6 feet in height and 100 feet long at a cost of \$2,194.00.
3. West Ridge Park volleyball court a chain link fence installed to prevent balls from entering the wetland. This chain link fence would be 6 feet in height and 70 feet long at a cost of \$1,876.00.

The total cost of the fencing with the basketball fence at 10 feet will be \$ 6,978.00 if the Council wants a 12 foot fence at the basketball court that would be an additional \$217.00 for a total cost of all of the fencing \$7,195.00. Park board is recommending approval of the installation of the fence funds to be taken from the capital outlay line item of the park board budget. Council will need to decide if the fence in Bluejay Park should be 10 feet in height or 12 feet.

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

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

CENTURY FENCE COMPANY



SINCE 1917 THE MARK OF PERMANENCE

Office 651-464-7373
Toll Free 800-328-9558
Fax 651-464-7377
Cell Phone 612-454-9755
E-mail snelson@centuryfence.com

PO Box 277, Forest Lake, MN 55025

5/16/2016

Phone: 952-657-1502 Fax: 952-657-1203

Proposal To:

City of Mayer
413 Bluejay Avenue
P.O. Box 102
Mayer, MN 55360

Ship To:

City of Mayer
413 Bluejay Avenue
P.O. Box 102
Mayer, MN 55360

Installed Material Only Prepaid Freight Freight Collect **F.O.B. Job Site** **Delivery Schedule:**

BASKETBALL COURT

Furnish and Install;

45 l.f. of Chain link fence without barbed wire, 10' high overall. Fabric shall be 2" mesh 9 gauge galvanized wire. Line posts shall be 2" O.D. and spaced a maximum of 10' on centers. The top and bottom rails shall be galvanized rail (1-5/8" o.d.). End posts set in concrete, line post driven 4'.

Material and Labor: \$2,908.00 with black vinyl for 10' high
\$3,125.00 with black vinyl for 12' high

SOCCER FIELD

Furnish and Install;

100 l.f. of Chain link fence without barbed wire, 6' high overall. Fabric shall be 2" mesh 9 gauge galvanized wire. Line posts shall be 2" O.D. and spaced a maximum of 10' on centers. The top and bottom rails shall be galvanized rail (1-5/8" o.d.) All line and end post driven 4'.

Material and Labor \$ 2,194.00

VOLLEYBALL COURT

Furnish and Install;

70 l.f. of Chain link fence without barbed wire, 6' high overall. Fabric shall be 2" mesh 9 gauge galvanized wire. Line posts shall be 2" O.D. and spaced a maximum of 10' on centers. The top and bottom rails shall be galvanized rail (1-5/8" o.d.) All line and end post driven 4'.

Materials and Labor \$ 1,876.00

Excludes prevailing wages

Excludes locating of private utilities

Excludes Excavating through rock, frost or backfill

Proposal valid for 30 days

All projects listed are quoted to be installed at the same time, proposal NOT valid if projects are seperated.

Acceptance: This proposal when accepted in writing by purchaser and by Century Fence Company's Main Office becomes a contract between two parties. The conditions on the attached "Terms and Conditions" sheet are made a part of this contract.

Terms of Payment: Net Cash upon receipt of invoice.

Buyer's signature _____ Date _____

Submitted by _____

Scott Nelson



Carver County GIS 2014 Patomah International

This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map 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.

Map Date: 5/18/2016



Carver County GIS, 2014 Pictometry International

This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map 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.

Map Date: 5/18/2016



Fence

23

2nd St NW



Carver County GIS, 2014 Platometry International



This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map 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.

Map Date: 5/18/2016

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 23, 2016
Item Name: Proposal for Summer Office Hours
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 implementing the summer hours schedule starting Monday, June 6, 2016 and ending on Friday, September 2, 2016.

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

Staff is requesting to implement summer hours for office and public works staff. The start date of the summer hours would be Monday June 6, 2016 and the last day would be Friday September 2, 2016.

Staff is proposing that the office be open ten hours Monday – Thursday and four hours on Friday. Office hours would be 7:00 am to 5:30 PM Monday – Thursday and Friday hours would be 7:00 am to 11:00 am. Public works hours would be 6:00 am to 3:30 pm Monday- Thursday and Friday hours would be 6:00 – 10:00 am.

Implementation of the hours would be accomplished in the following manner: One office staff employee would work ten hours a day Monday – Thursday and the other would work nine hour days Monday – Thursday and then four hours on Friday. Staff would alternate weeks so each person would have every other Friday off.

What this will accomplish is four extra hours of office time for residents and others to conduct business with the City. The one half day on Friday currently during the summer most of the business on Friday is conducted in the morning and the afternoon’s very little business is conducted.

Staff is requesting approval of the proposed summer hour schedule of Monday – Thursday 7:00 am to 5:30 pm and Fridays 7:00 - 11:00 am with an effective starting date of Monday June 6, 2016 and ending on Friday September 2, 2016.

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

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 23, 2016
Item Name: Pedestrian in the Crosswalk Signs
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

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

Council had instructed staff to contact MnDOT to find out if they would participate in cost sharing of electronic pedestrian in the crosswalk signs. MnDOT will not participate in the cost. They only approve the permit for the installation of the signs.

Staff did solicit a quote for a solar powered lighted pedestrian in the crosswalk sign. The cost for the two signs is \$3,040.00. Additional costs would be the posts for the signs.

Staff is requesting discussion and direction on the lighted pedestrian signs.

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

Traffic Safety Corp.
2708 47th Avenue
Sacramento, CA 95822
Phone: 916-394-9884
Fax: 916-394-2809
www.xwalk.com

Customer Number: 02-QUOTEMN

Quote Number: 0057484
Quote Date: 5/10/2016
Expires On: 6/9/2016

Salesperson: Jennifer Kay
jennifer.kay@xwalk.com

Bill To:
City of Mayer
Mayer, MN 55360
United States
cityadmin@frontiernet.net

Ship To:

Confirm To:
Luayn Ruch-Hammond

Notes: 952-657-1502

Item / Description	UOM	Qty Quoted	Price	Amount
Package XW-203-S: Flashing LED Sign System (Solar)				
SI-TS40W11230SA Solar LED Flashing Sign FYG Ped Xing 30" x 30" 24/7	EA	2.00	1,520.00	3,040.00

At time of order advise size/shape of pole. U channel will not work
POLE PRICE NOT INCLUDED IN THE QUOTE
BY MUTCD THE BOTTOM OF THE SIGN NEEDS TO 7' ABOVE GROUND.

Freight Allowed

Thank you for considering us!!

Please contact us with any questions.
Terms and conditions apply. All prices are in U.S. dollars.

For Traffic Safety Warranty information: http://www.xwalk.com/pages/sys_warranty.htm

Net Order: 3,040.00

Freight: 0.00

Sales Tax: 0.00

Order Total: 3,040.00

Pedestrian / Warning LED Signs

Solar / AC Powered

Warning Series Model

Specifications

Construction	.080 Highway Grade Aluminum / Stainless Fasteners
Reflective Sheeting	Type IX Reflective Sheeting Fluorescent Yellow Green Sheeting
Circuitry Technology	Sealed PCB Technology Micro-Controller Circuitry 24 Hour Operation 50 to 60 Times Minute Flash Rate
Solar/AC/Battery Specifications <small>(Depending on Model)</small>	30/20/15 Watt Polycrystalline Solar Cell 12/6 Volt SLA Battery (3 to 5 year battery life) AC Power (120 volt 2 amp required)
LED Lighting	8 - G2 LED Lighting in Sign Perimeter Field Replaceable Grommet Mounted Lights Cree High Power LED – Max 3.5 Watts Reflective LED Lighting (Patented)
Sizes	24" (4 LEDs) / 30" / 36" / 48"

Specifications subject to change without notice

Features

- MUTCD Section 2A.07 Compliant
- Flash Rate 50 to 60 Times per Minute
- Up to 10 Days of Operation Flashing 24 hours 7 days
- LED Life Expectancy over 100,000 hours
- Tuf-Nut Security Mounting Hardware (pole not included)
- Keyed On / Off Switch
- Easy Battery Replacement in Field
- Quick LED Light Replacement

Options: Standard & Deluxe Timers / Wireless Activation-Communications
Push Button Activation / Motion-Vehicle Detectors



Day View



Night View

Warranty

10 Year Solar Collector Panel
5 Year Sign Construction
2 Year PCB/LED Technology
1 Year Battery

5/23/16

7.1



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 23rd, 2016
Item Name: Salt Storage Building Relocation
Originating Department: Public Works
Presented by: Kyle Kuntz

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 relocation of the salt storage building

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

Staff is proposing that Graystone Construction take down the building in the amount of \$1,871.00, and then reinstall the build at the new location in the amount of \$2,585.00. This will allow the City to maintain the warranty on the building.

Take Down	\$1,871.00
Install	\$2,585.00

Staff is also proposing that the City has WM Muller and Sons construct a 36' x45' asphalt slab in the amount of \$8,275 at the new location before the building is moved. The slab will be large enough for trucks to back in and dump directly into the building, and the slab will also slope away from the building on all four sides.

Concrete Pad	\$8,910.00
Asphalt Pad	\$8,275.00

Mayer Lumber with assist City Staff with the relocation of the bin block at \$80.00 per hour.

Total Cost for the project will be about \$12,731

<p>FINANCIAL IMPLICATIONS: Funding Sources & Uses: Maintenance Building Capital Outlay: \$15,000 Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required</p>	<p>ADVISORY BOARD RECOMMENDATIONS: Other _____</p>
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Approved _____ Denied _____ Tabled _____ Other _____
 Resolution No. _____ Ordinance No. _____



May 2, 2016

City of Mayer
Attn: Kyle Kuntz
413 Bluejay Ave
Mayer, MN 55360

Re: Fabric Building Relocate Pricing:

Dear Mr. Kuntz:

Thank you for the opportunity to provide you with this proposal relocate your existing Natural Light Fabric Structure building. We have prepared the following estimate for your review:

Fabric Building Option – Take Down:

- 28'x24' SP Series Natural Light Fabric Building
- 6' on center bay spacing
- Clear span (no interior columns)
- 12.5oz, 23 mil, Non-fire retardant polyethylene fabric
- One fabric end wall
- One 4'x4' mesh vent in end wall
- Lumber termination system at perimeter
- Building to be set on block foundations provided and installed by owner

Take Down Price: \$1,871.00

Price Includes:

- All materials, equipment and labor to take down building listed above
- Building left on site for owner to haul to new location
- Price valid for 30 days



Fabric Building Option – Install:

- 28'x24' SP Series Natural Light Fabric Building
- 6' on center bay spacing
- Clear span (no interior columns)
- 12.5oz, 23 mil, Non-fire retardant polyethylene fabric
- One fabric end wall
- One 4'x4' mesh vent in end wall
- Lumber termination system at perimeter
- Building to be set on block foundations provided and installed by owner

Install Price: \$2,585.00

Price Includes:

- All materials, equipment and labor to re-install building listed above
- Price valid for 30 days

Price Excludes:

- Building Permit Cost
- Building to be delivered to new site by owner
- Foundation blocks, moving blocks or setting of foundation blocks
- Site grading and foundation to be completed by owner prior to Greystone mobilizing
- Prevailing wage rates – if required
- Engineering for foundations or buildings
- New anchor bolts – if required

We thank you again for your interest in Greystone Construction. We look forward to working with you on this project. Please review the proposal and contact us with any questions.

Sincerely,
GREYSTONE CONSTRUCTION COMPANY

Jason St. George
Business Development Manager

ROAD CONTRACTORS
AGGREGATES
BITUMINOUS PAVING
BITUMINOUS MATERIALS



HAMBURG, MN
PROPOSAL AND ACCEPTANCE

831 PARK AVE P.O. BOX 247
HAMBURG, MN 55339
PHONE 952-467-2720
FAX 952-467-3894
EMAIL INFO@WMMUELLER.COM

PROPOSAL SUBMITTED TO:	City of Mayer	DATE:	5/4/2016	PHONE:	952-657-1502
STREET:	413 Bluejay Ave.	JOB NAME:	Salt Building		
CITY, STATE, ZIP:	Mayer, MN 55360	JOB LOCATION:	City of Mayer		
CONTACT:		VIA:			

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- * Furnish and place 9" of conbit base, compacted thickness in the 45' x 36' area.
- * Shape and grade the area for 5" of new bituminous. Taper the front 169' down.
- * Pave the area with 3" of bituminous base and 2" of bituminous wear, compacted thickness.
- * Slope with bituminous wear around the building from 3" to 1"

**WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE
IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS
FOR THE SUM OF: \$8,275.00**

***** PAYMENT TO BE MADE UPON COMPLETION *****

**NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US
IF NOT ACCEPTED WITHIN 30 DAYS.**

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, storm, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

AUTHORIZED SIGNATURE: Timothy Mueller
TITLE: Secretary/Treasurer

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment is due upon receipt of invoice.** Owner agrees that Wm. Mueller and Sons, Inc. may charge interest at the rate of eighteen percent (18%) on any sum due under this contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, cost incidental to collection, and attorney's fees (if an attorney is retained for collection) shall be added to the unpaid balance. Owner hereby releases Wm. Mueller and Sons, Inc. of notice requirements for lien rights in the event payments are not made as outlined above.

PLEASE SIGN AND RETURN ONE COPY

SIGNATURE: _____
DATE OF ACCEPTANCE: _____

659728

PROPOSAL

SOLD TO CITY OF MAYER		SHIPPED TO Tom CLEMENSEN	
ADDRESS 413 BLUE JAY AVE		ADDRESS 7605 TALOMA AVE	
CITY, STATE, ZIP MAYER MN. 55360		CITY, STATE, ZIP MAYER MN. 55360	
CUSTOMER ORDER NO. SALT PAD	SOLD BY	TERMS	DATE 5-17-2016

- 36' x 45' x 5" CONCRETE FLOOR
- 4000 PSI 6 BAG CONCRETE MIX
- 1/2" x 20' REBAR EVERY 3' ON CENTER
- CONCRETE CURE + SEAL (SEALER)

(PROPOSAL)

- DOES NOT INCLUDE GROUND PREP WORK, WILL DO FINAL GRADE BEFORE POURING CONCRETE

MATERIALS & LABOR
 TOTAL \$8,910⁰⁰

THANK YOU
 Tom

Account Descr	2014 Amt	2015 Adopted	2015 YTD Amt	2016 Budget	UnderLine
Dept 43160 Street Lighting					
E 100-43160-381 Electric Utilities	\$20,439.62	\$27,000.00	\$21,252.30	\$30,055.00	
E 100-43160-400 Repairs & Maint Cont	\$3,739.27	\$0.00	\$1,948.37	\$0.00	
Dept 43160 Street Lighting	\$24,178.89	\$27,000.00	\$23,200.67	\$30,055.00	
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	\$1,333.28	\$2,500.00	\$482.97	\$2,500.00	
E 100-43700-500 Capital Outlay (GENERAL)	\$0.00	\$9,000.00	\$9,765.00	\$15,000.00	
E 100-43700-580 New Equipment	\$778.57	\$5,000.00	\$3,339.45	\$5,000.00	
Dept 43700 Maintenance Bldg	\$2,111.85	\$16,500.00	\$13,587.42	\$22,500.00	
Dept 45000 Park and Rec					
E 100-45000-100 Wages and Salaries	\$0.00	\$7,680.00	\$4,288.40	\$7,680.00	
E 100-45000-110 Other Pay Boards & Commissions	\$1,050.00	\$1,500.00	\$0.00	\$1,500.00	
E 100-45000-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-45000-180 Employee Withholdings	\$0.00	\$588.00	\$328.07	\$588.00	
E 100-45000-212 Motor Fuels	\$1,060.62	\$1,000.00	\$1,264.13	\$1,100.00	
E 100-45000-300 Professional Svcs	\$6,023.74	\$4,000.00	\$6,545.14	\$6,240.00	
E 100-45000-303 Engineering Fees	\$0.00	\$0.00	\$162.50	\$2,000.00	
E 100-45000-360 Insurance (GENERAL)	\$5,899.00	\$5,900.00	\$5,862.00	\$5,900.00	
E 100-45000-370 Recreation Program	\$0.00	\$1,000.00	\$2,585.76	\$1,000.00	
E 100-45000-381 Electric Utilities	\$179.48	\$250.00	\$136.50	\$177.00	
E 100-45000-400 Repairs & Maint Cont	\$2,759.44	\$5,000.00	\$7,880.85	\$4,000.00	
E 100-45000-430 Miscellaneous (GENERAL)	\$2,330.89	\$1,700.00	\$753.20	\$1,000.00	
E 100-45000-490 Donations to Civic Org s	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-45000-500 Capital Outlay (GENERAL)	\$1,839.25	\$53,000.00	\$9,211.33	\$59,451.00	
E 100-45000-530 City Beautification	\$687.35	\$2,000.00	\$1,085.04	\$2,000.00	
E 100-45000-580 New Equipment	\$0.00	\$0.00	\$0.00	\$7,500.00	
E 100-45000-720 Transfer Out	\$0.00	\$0.00	\$26,474.00	\$0.00	
Dept 45000 Park and Rec	\$21,829.77	\$83,618.00	\$66,576.92	\$100,136.00	
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 mt (GENERAL)					
E 100-46500-110 Other Pay Boards & Commissions	\$0.00	\$450.00	\$0.00	\$450.00	
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	\$931.25	\$1,350.00	\$830.00	\$2,500.00	
E 100-46500-350 Print/Binding	\$0.00	\$0.00	\$0.00	\$0.00	

5/23/16

7.2



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 23rd, 2016
Item Name: 2016 Road Repairs
Originating Department: Public Works
Presented by: Kyle Kuntz

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 2016 road repairs

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

Staff has compiled a list of road repairs needed in 2016. The list includes: 41 manholes, 8 catch basins, heaved cracks, park trail, and other miscellaneous patches. Staff is proposing that WM Muller and Son's fix the: catch basins, 5th St NE patches, Cold Water Crossing heave/crack, and park trail in the amount of \$7,025.

Staff then proposes that Barga Inc. infrared patch a majority of the 41 manholes in the amount of \$7,790. The infrared patch should give a seamless repair and blend smoother into the existing roadway.

Total cost of the project will be about \$14,815.00

	WM Muller & Sons	Barga
Manholes (41)	\$7,800	\$7,790
Catch Basins (8)	\$1,950	
5 th St NE Patches	\$2,250	
Cold Water Crossing Crack/Heave	\$875	
Trail (Along Side Lumber Yard)	\$1,950.00	

<p>FINANCIAL IMPLICATIONS: Funding Sources & Uses: 405 Street Improvement Fund \$21,181.71</p> <p>Budget Information: <input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required</p>	<p>ADVISORY BOARD RECOMMENDATIONS:</p> <p>Other</p>
---	--

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

2016 Road Repairs

Old Town (West Ridge RD, 5th St NE)

Catch Basins: 2 / Manholes: 1

- 2 Catch Basins on West Ridge Road
- Potholes 5th St NE
- Manhole 5th St NE

Fieldstone

Catch Basins: 3 / Manholes: 9 / Gate Valves: 1

- 3 Catch Basins on Harvest Curve
- 6 Manholes on Harvest Curve
- 1 Manhole on Cinnamon Point
- 2 Manholes on Sundance Run
- 1 Gate Valve on Sundance Run

Morning Drive

Catch Basins: 1 / Manholes: 6 / Gate Valves: 1

- 6 Morning Drive Manholes
- 1 Morning Drive Catch Basin
- 1 Morning Drive Gate Valve

Cold Water Crossing

Catch Basins: 2 / Manholes: 21 / Gate Valves: 3

- 1 Cold Water Crossing Heave/Crack
- 2 Coldwater Crossing Catch Basins
- 10 Coldwater Crossing Manholes
- 2 Coldwater Crossing Gate Valves
- 8 River Bend Trail Manholes
- 1 River Bend Trail Gate Valves
- 1 Deerwoods Court Manhole
- 1 Old Schoolhouse Road Manhole
- 1 Rocky Meadow Lane Manhole

Shimcor St (Industrial Park)

Manholes: 1 / Gate Valves: 2

- 1 Shimcor St Manhole
- 2 Shimcor St Gate Valve

Hidden Creek

Manholes: 3 / Gate Valves: 3

- 1 Birch Drive Manhole
- 1 Hidden Trail Gate Valve
- 2 Pine Cone Lane Manholes
- 2 Pine Cone Lane Gate Valves

Total

Manholes: 41

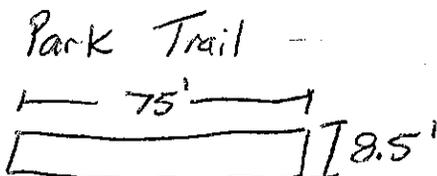
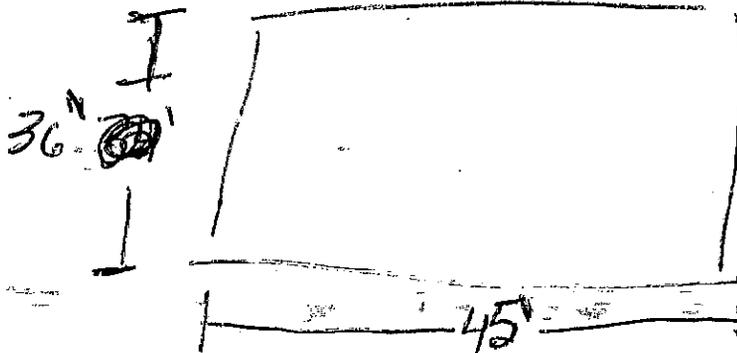
Gate Valves: 10

Catch Basins: 8

Potholes: Area on 5th St NE

Heaves/Cracks: Coldwater Crossing

Salt Building



ROAD CONTRACTORS
AGGREGATES
BITUMINOUS PAVING
BITUMINOUS MATERIALS



HAMBURG, MN
PROPOSAL AND ACCEPTANCE

831 PARK AVE P.O. BOX 247
HAMBURG, MN 55339
PHONE 952-467-2720
FAX 952-467-3894
EMAIL INFO@WMMUELLER.COM

PROPOSAL SUBMITTED TO:	City of Mayer	DATE:	5/16/2016	PHONE:	952-465-9805
STREET:	413 Bluejay Ave.	JOB NAME:	Patching		
CITY, STATE, ZIP:	Mayer, MN 55360	JOB LOCATION:	Mayer City Streets		
CONTACT:	Kyle	VIA:			

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- Manholes** **\$7,800.00**
* Mill a 10' x 10' area around manholes in various areas (approx. 41) to a 2" depth, Cleanup and dispose of the milled material.
* Patch areas with 2" of bituminous wear.
- Catch Basin** **\$1,950.00**
* Mill a 8' x 16' area around catch basins in various areas (approx. 8) to a 2" depth, clean up and dispose of the milled material.
* Patch areas with 2" of bituminous wear.
- 5th street patches** **\$2,250.00**
* Mill the patch areas (8' x 16', 4' x 14', 2' x 6', 10' x 38 and pothole areas 4' x 4', 2' x 2', 10' x 11' 4' x 8') to a 3" depth. Clean up and dispose of the milled material. Patch areas with 3" of bituminous wear.
- Coldwater Crossing** **\$875.00**
* Mill the 10' x 28' heaved area and patch with 1.5" of bituminous base and 1.5" of bituminous wear, compacted thickness.
- Park Trail** **\$1,950.00**
* Shape the 8.5' x 75' trail area and pave 3" of bituminous wear, compacted thickness.
- Manhole adjustment**
* \$350.00 each
- Gate valve adjustment**
* \$250.00 each

NOTES: The prices for manhole & gate valve adjustments are not included in the bid price below.

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE
IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS
FOR THE SUM OF: **\$14,825.00**

*** PAYMENT TO BE MADE UPON COMPLETION ***
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US
IF NOT ACCEPTED WITHIN **30** **DAYS.**

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, storm, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

AUTHORIZED SIGNATURE: Timothy Mueller
TITLE: Secretary/Treasurer

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is due upon receipt of invoice. Owner agrees that Wm. Mueller and Sons, Inc. may charge interest at the rate of eighteen percent (18%) on any sum due under this contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, cost incidental to collection, and attorney's fees (if an attorney is retained for collection) shall be added to the unpaid balance. Owner hereby releases Wm. Mueller and Sons, Inc. of notice requirements for lien rights in the event payments are not made as outlined above.

PLEASE SIGN AND RETURN ONE COPY

SIGNATURE: _____
DATE OF ACCEPTANCE: _____

BARGEN

INCORPORATED

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



May 19, 2016

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

Kyle,

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

Infrared Patching

The Infrared machine leaves a seamless patch, by heating up an entire 5x7 or 2 1/2' x 12' area. The existing asphalt is raked in to the low areas and new virgin mix asphalt is added on the top surface. The final step is to roll the area to a smooth surface and left to cool.

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

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

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

Infrared Patching

41 heats @ \$190.00 per heat = \$7,790.00

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

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

MAYER, MN

05/09/16 3:18 PM

Page 1

*Check Reconciliation©

Security Bank

10100 CASH

April 2016

Account Summary

Beginning Balance on 4/1/2016	\$1,615,901.76	Cleared	\$1,642,211.36
+ Receipts/Deposits	\$119,979.19	Statement	\$1,642,211.36
- Payments (Checks and Withdrawals)	\$93,669.59	Difference	\$0.00
Ending Balance as of 4/29/2016	\$1,642,211.36		

Check Book Balance

Active	G 100-10100	GENERAL FUND	\$432,237.96
Active	G 210-10100	FIRE TRUCK FUND	\$75,882.28
Active	G 212-10100	FIRE DEPT GRANTS&CON	\$12,371.15
Active	G 215-10100	FIR DEPT FEMA GRANT	\$14,942.49
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	\$12,609.01
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	\$39,222.13
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 PROJECTS	\$664,271.32
Active	G 440-10100	ROUNDAABOUT PROJECT	\$14,565.55
Active	G 460-10100	W RIDGE RD/7TH ST CAP I	\$0.00
Active	G 620-10100	WATER FUND	\$852,065.64
Active	G 640-10100	SEWER FUND	\$1,485,371.29
Active	G 650-10100	STORM WATER FUND	\$122,871.38
Active	G 700-10100	INVESTMENT FUND	-\$2,744,164.92
Active	G 800-10100	ESCROW FUND	\$48,585.83
		Cash Balance	\$1,633,000.43

FYI

LMC Annual Conference Email Invite to GreenStep Coordinators

Greetings Luayn!

I am writing on behalf of Philipp Muessig, the GreenStep Cities coordinator at the MPCA, to inform you that Mayer will be recognized as a Minnesota GreenStep City and will receive a certificate of recognition at the League of Minnesota Cities Annual Conference on Wednesday, June 15th during a special GreenStep Cities Celebration in Saint Paul. Your award recognizes that Mayer is intentionally taking steps in the direction of greater sustainability.

Please join us to accept your award in person! 250 attendees are expected at this GreenStep Cities event, which runs from 3:00 to 4:30 p.m. and includes a panel of mayors who attended the Paris climate talks. GreenStep Cities participants in attendance will be recognized and then asked to gather at 4:30 for both a group photo and individual city photos. During the city photos portion Mayer will be presented with a certificate of recognition. Cities unable to attend will have their award delivered to them at a later time.

A postal invite to the conference has been sent to Mayor Gerald Thomas as well, and you should invite anyone else from Mayer who would be interested in coming. After the event we will e-mail you a customized press release and photos from the event so that you can share them widely with local media, peers, and residents to celebrate your accomplishments.

We hope you can attend the entire event June 14-17 at the Saint Paul River Center! Workshops relevant to GreenStep cities include Advancing Circular Economy Development in Cities (Tuesday, June 14, 1:30-4:30 pm): see the agenda for details and register to attend at <http://www.lmc.org>

If you and others from Mayer can only attend the GreenStep workshop and/or the Celebration, go to <http://www.regonline.com/TLGLMC2016> and select MN GreenStep Workshop/Celebration only, or email Jamie Oxley at joxley@lmc.org by June 10th and she'll have nametags ready for you at registration, and you can attend at no cost.

Your participation in the GreenStep program is invaluable not only to your local community, but also to Minnesota as a whole. Your leadership and efforts are supporting a stronger community and a better environment for all of your city's residents, businesses, and institutions, current and future.

Thank you; we hope to see you in June!

May 10, 2016

Luayn Ruch-Hammond, City Administrator
City of Mayer
413 Bluejay Ave
Mayer, MN 55360

Dear Ms. Ruch-Hammond:

The Metropolitan Council has prepared preliminary population and household estimates for your community as of April 1, 2015. This is an annual process governed by *Minnesota Statutes 473.24*. Please note that these estimates are different from the Council's local forecasts that your community has reviewed before. Forecasts look ahead to the coming decades; the annual estimates communicated below look back in time to the previous year.

2015 Annual Population Estimate

The Metropolitan Council estimates that the City of Mayer had 1,960 people and 638 households as of April 1, 2015. Household size averaged 3.044 persons per household.

How was this estimate calculated?

We estimate households and population with a housing-stock-based method, which involves three questions:

1. *How many housing units did your community have?*
2. *How many households occupied these housing units?*
3. *How many people lived in these occupied housing units?*

This letter includes an overview of our estimation method along with a report showing the data inputs and calculations used to develop the preliminary estimates. For more information, visit <http://www.metrocouncil.org/populationestimates> , or contact me at 651-602-1513.

This estimate is only 10 people higher than my community's 2014 estimate. Does this mean that my community added only 10 people between 2014 and 2015?

No, not necessarily. Each year, we update our data and refine our methods, so estimates from different years are not directly comparable. Instead, we recommend examining growth since the 2010 Census.

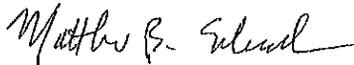
How can my community provide feedback on this estimate?

We welcome discussion of the 2015 preliminary estimates and invite you to review and comment on them. Please send any written comments or questions to Matt Schroeder, Metropolitan Council Research, 390 Robert Street North, Saint Paul, MN 55101; or by e-mail to Matt.Schroeder@metc.state.mn.us. *Under Minnesota Statutes 473.24, we must receive your comments, questions, or specific objections, in writing, by Friday, June 24, 2016.*

What happens after my community provides feedback?

The Council will certify final estimates by July 15, 2016 for state government use in allocating local government aid and street aid.

Sincerely,



Matt Schroeder
Senior Researcher

2015 Annual Population Estimates

Mayer city, Carver County, Minnesota

Households:	638	Population in Households:	1,942	Average Household Size:	3.044
Housing Total:	666	Population in Group Quarters:	18		
Occupancy Rate:	95.80%	Total Population:	1,960		

The Metropolitan Council's Annual Estimates account for housing stock changes since April 1, 2010. These include housing units permitted and other changes. Other changes are due to demolitions, building conversions (units added or lost), city boundary changes (units annexed in or out), and other changes reported by city and township staff. We assume that 95% of single-family detached units, 90% of townhome/duplex/triplex/quadplex units, and 85% of multifamily units permitted in 2014 were completed and occupiable by April 1, 2015; the remainder are occupiable in the future and will count toward next year's estimates (for April 1, 2016).

Manufactured homes are counted each year from Metropolitan Council surveys of manufactured home park operators and local governments. Other housing (boats, RVs, etc. used as housing) comes from the most recent American Community Survey estimates.

	<u>Housing Stock</u> <u>April 1, 2010</u>	<u>Permitted and</u> <u>built since 2010</u>	<u>Other changes</u> <u>since 2010</u>	<u>Housing Stock</u> <u>April 1, 2015</u>
Single-family-detached:	589	42	1	632
Townhomes:	14	0	0	14
Duplex, 3-, 4-plex units:	6	4	0	10
Multifamily units:	10	0	0	10
Manufactured homes:	0			0
Other (boats, RVs, etc. as shelter):	0			0
Housing Total:	619			666

Each housing type has a specifically estimated occupancy rate and average household size. These data come from the most recent Community Survey estimates, decennial census data from the U.S. Census Bureau, and the U.S. Postal Service (for occupancy rates only). For more detail, please see the full methodology, available online from <http://www.metrocouncil.org/populationestimates>.

Definitions: A household is a group of people (or one person alone) occupying a housing unit.

The number of occupied housing units and the number of households are equivalent.

Population in Group Quarters (or institutional housing) is counted separately through an annual Metropolitan Council survey.

	<u>Housing Stock</u> <u>April 1, 2015</u>	<u>Occupancy</u> <u>Rate 2015</u>	<u>Occupied with</u> <u>Households</u>	<u>Persons Per</u> <u>Household</u>	<u>Population in</u> <u>2015</u>
Single-family-detached:	632	95.50%	604	3.070	1,854
Townhomes:	14	97.05%	14	3.070	43
Duplex, 3-, 4-plex units:	10	99.20%	10	3.486	35
Multifamily units:	10	98.55%	10	1.000	10
Manufactured homes:	0	94.70%	0	2.540	0
Other:	0	Counted only if occupied	0	2.304	0
Housing Total:	666		Households: 638	In Households: In Group Qtrs:	1,942 18
				Total Population:	1,960

**HOW MANY
HOUSING UNITS
ARE IN THE
COMMUNITY?**

Housing units in 2010
(U.S. Census)



Changes to housing stock
since 2010
(Metropolitan Council surveys)

We start with the housing units from the 2010 Census, then we add units identified in our annual surveys of residential construction (building permits and other housing stock changes) and manufactured housing parks. This results in the estimated number of housing units in each community, broken down by the type of housing.

**HOW MANY
HOUSEHOLDS
OCCUPY THESE
HOUSING UNITS?**

Occupancy rates
*(U.S. Census Bureau,
U.S. Postal Service)*

Not all of these housing units are occupied; some are vacant.

To estimate the number of households, we examine occupancy rates in the community for different types of housing. These data come from the U.S. Census Bureau's American Community Survey and Decennial Census as well as the U.S. Postal Service.

This results in the estimated number of households in each community, again broken down by the type of housing.

**HOW MANY PEOPLE
LIVE IN THESE
OCCUPIED HOUSING
UNITS?**

Average household sizes
(persons per household)
(U.S. Census Bureau)

Finally, we examine the average household sizes in the community for different types of housing. These data come from the U.S. Census Bureau's American Community Survey and Decennial Census.

To arrive at the total population, we add in residents of "group quarters" (places like emergency housing shelters and nursing homes), measured by our annual survey of such facilities.

The data inputs for your community are on the back of this page.

For more detail, see the estimates methodology, available from <http://www.metrocouncil.org/populationestimates>.

Carver County Planning Commission

Regular Meeting - Tuesday, May 17, 2016

Commissioners' Meeting Room

2nd Floor Social Services Wing

Government Center - Chaska

AGENDA

7:00 P.M.

- 1.) Approve minutes of April 19, 2016, regular meeting
Pages 1-1 through 1-18
- 2.) **File #20160024** – Public hearing on application by Mike & Jodi Curson
for a Conditional Use Permit. (Accessory Structure)
Benton Township Pages 2-1 through 2-7
- 3.) **File #20160002** – Public hearing (continued) on application by Mn Solar,
LLC for a Conditional Use Permit. (Community Solar Garden)
Hollywood Township-Section 36 Page 3-1
- 4.) **File #20160028** – Public hearing on application by Mn Solar, LLC for a
Conditional Use Permit. (Community Solar Garden)
Watertown Township-Section 33 Pages 4-1 through 4-6
- 5.) **File #20160006** – Public hearing (continued) on application by SunEdison
for a Conditional Use Permit. (Community Solar Garden)
Watertown Township-Section 16 Pages 5-1 through 5-63
- 6.) **File #20160023** – Public hearing on application by Innovative Power
Systems for a Conditional Use Permit. (Community Solar Garden)
Young America Township Pages 6-1 through 6-57

COUNTY OF CARVER
PUBLIC SERVICES DIVISION
Department of Land Management

May 11, 2016

TO: Carver County Planning Commission & Watertown Town Board
FROM: The Land Management Department
SUBJECT: Application for a Conditional Use Permit (Essential Service - Solar Energy).

FILE #: PZ20160028

APPLICANT: Michelle Matthews (on behalf of Minnesota Solar LLC)

OWNER: Lowell Baker (Howard Schwimmer - Trustee)

SITE ADDRESS: 17890 Hwy 7 New Germany 55367

PERMIT TYPE: Essential Service – Solar Energy

PURSUANT TO: County Code, Section 152.039 B 2(b),
Section 152.050 and 152.052

LEGAL DESCRIPTION: See attached Exhibit "A"

PARCEL #: 10-033-0510

STAFF ANALYSIS:

1. The subject property (approximately 36.67 acres) is owned by Lowell Baker and is located in the North Half (N½) of the Northeast Quarter (NE¼) of Section 33, Watertown Township. The subject parcel consists of agricultural production land and is located in the Agricultural Zoning District and the CCWMO (Crow River watershed).
2. The applicant, Minnesota Solar LLC, is requesting to construct, operate (owned or leased) and maintain up to a four (4) Mega-Watt (MW) Community Solar Garden as an Essential Service - Conditional Use Permit (CUP) on the subject parcel. The request is being proposed as part of Xcel Energy's Community Solar Garden program, which was established by the State of Minnesota in 2013. The energy contract with Xcel Energy for this program is for a minimum of 25 years.
3. On May 6, 2016, Michelle Matthews (Minnesota Solar, LLC) requested that this application be heard at the June 21st Planning Commission meeting rather than the May 17th meeting. Ms. Matthews' e-mail is attached. MN Solar is requesting more time to work with Watertown Township to address their questions and concerns. The public notices were distributed prior to the applicant's request. Therefore, it will be necessary to open the hearing and invite comments and questions. A representative from MN Solar will be available at the meeting to answer questions.

PLANNING COMMISSION CONSIDERATION: The Planning Commission should continue the public hearing to a date certain (i.e. June 21, 2016) to allow the applicant to work with the Township and to revise their plans as needed.

From: Michelle Matthews <michelle.matthews@us-solar.com>
Sent: Friday, May 06, 2016 10:02 AM
To: Jason Mielke; Steve Just
Cc: Michelle Matthews (michelle.matthews@ussolarcorporation.com); Gerardo Ruiz (gruiz@potentiasolar.com); Reed Richerson
Subject: Re: Schwimmer 35 "Carver Gaetti Solar Garden" - CUP Application materials

Steve and Jason -

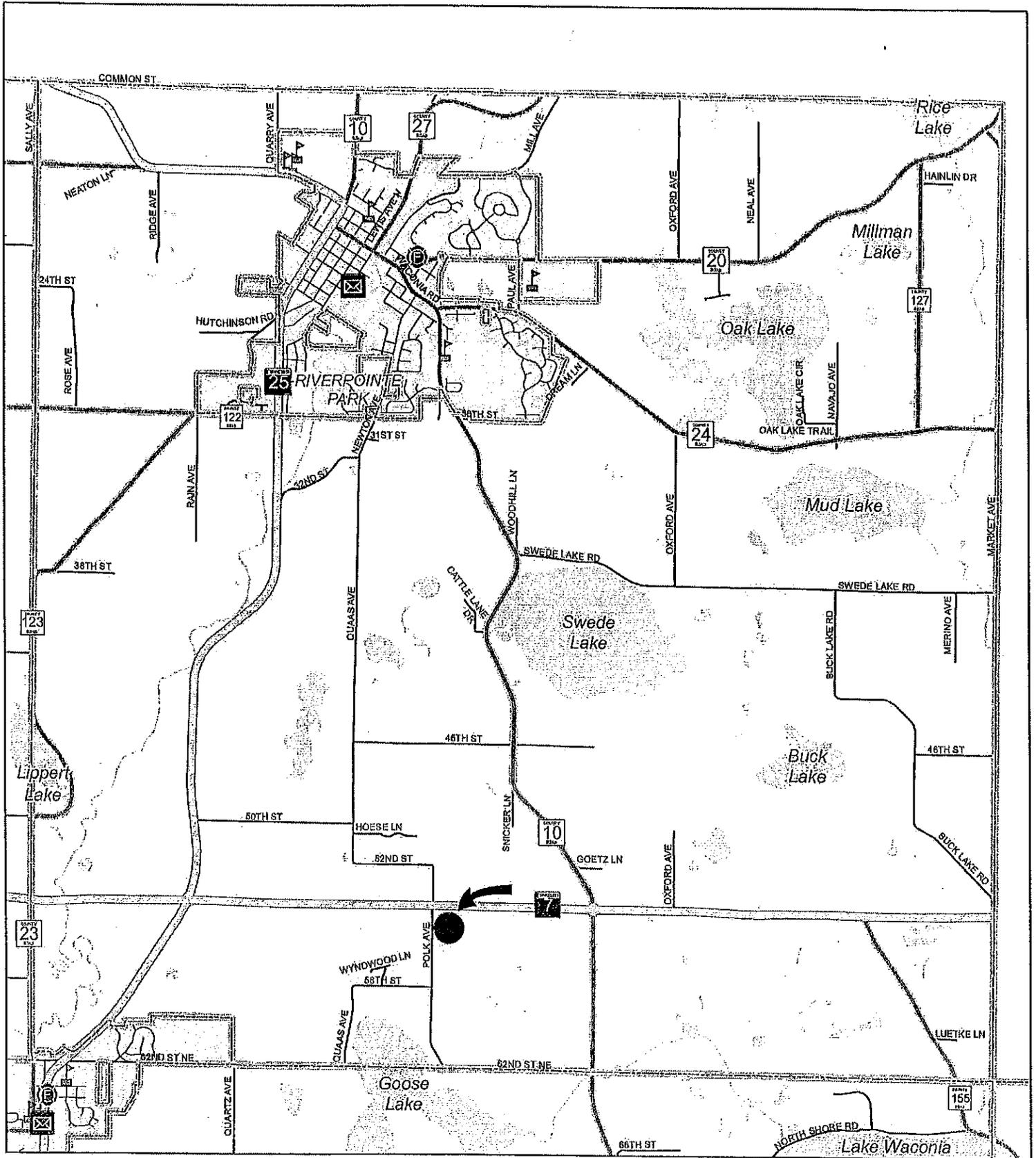
We had a chance last week to present in front of Watertown township. However, because it was the same day that we submitted our application materials to you, they did not have a chance to review our application materials in full. In addition, we'd like to address some of their questions and concerns more fully. Therefore, we'd respectfully request that this application be heard at the June Planning Commission meeting, rather than the May 17th meeting. Please let me know if this will be a problem.

Thanks,
Michelle

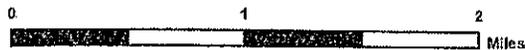
...

Michelle Matthews
michelle.matthews@us-solar.com
work 612.294.6892 | cell 612.590.8653

WATERTOWN TOWNSHIP



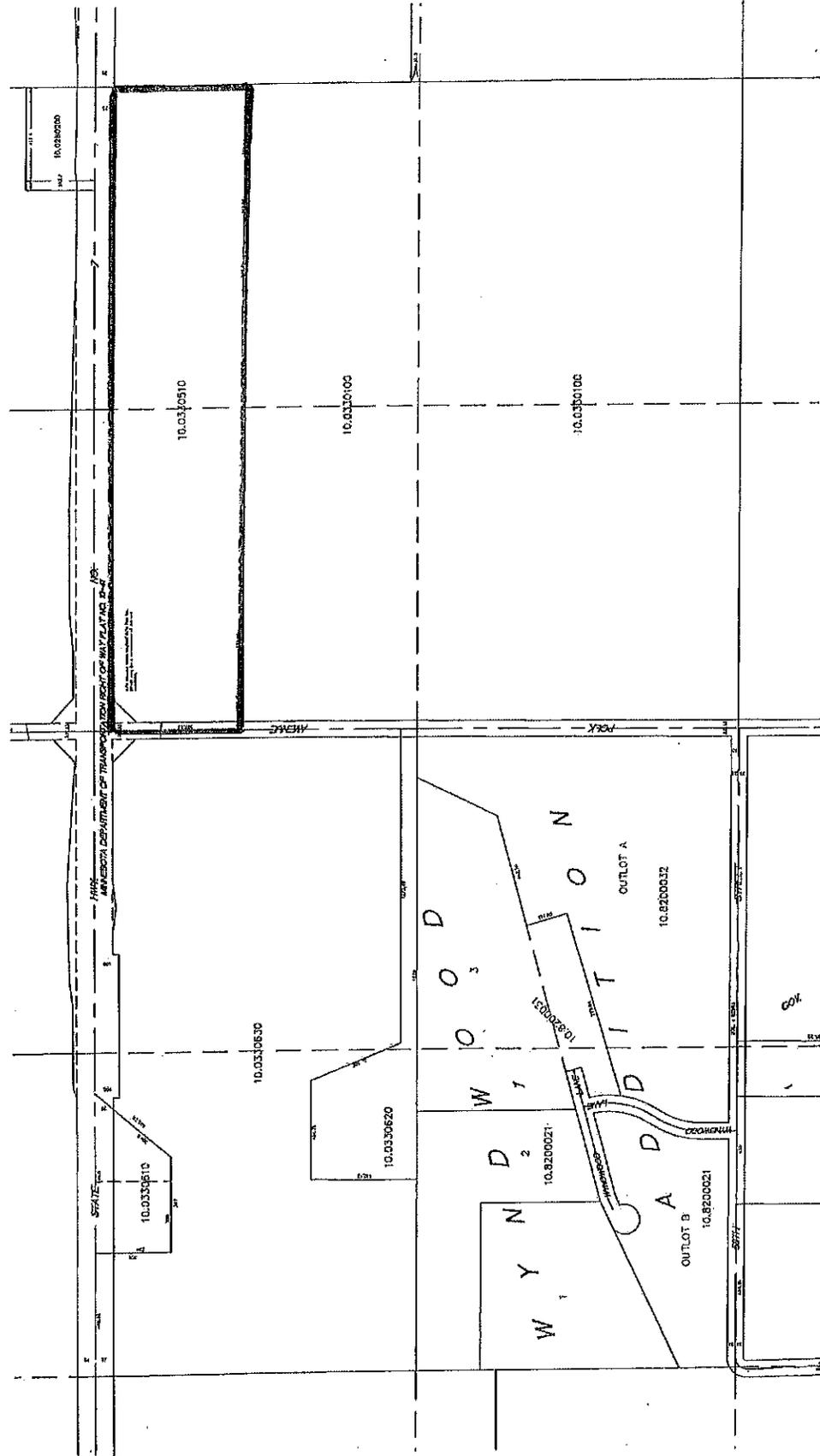
This map was created using Carver County's Geographic Information Systems (GIS). It is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible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



Map Created by Carver County GIS

ME SAYS A LEGALLY FORMED PLOT
 MAY BE A BOUNDARY OF THE
 COUNTY AND NOT FROM THE
 MAP. THE COUNTY IS TO BE
 ADVISORIAL OFFICIALS.

N 1/2 SEC. 33, T.117, R.25



Surveying & Mapping Office
 Cass County Geol. Center
 608 E. Main Street
 Cassada, MN 55318
 APR 15, 2015

EXHIBIT "A" – LEGAL DESCRIPTION

PID NUMBER: 10-033-0510

File# PZ20160028

APPLICANT: Minnesota Solar, LLC

**OWNER: Lowell H Baker, Trustee of the Joyce E Baker
Revocable Trust Agreement**

That part of the North Half of the North Half of the Northeast Quarter of Section 33, Township 117, Range 25, Carver County, Minnesota, lying Southerly of the following described line: Commencing at the northwest corner of said Northeast Quarter, thence on an assumed bearing of South 0 degrees 18 minutes 22 seconds West, along the west line of said Northeast Quarter, a distance of 597.93 feet to the point of beginning of the line to be described; thence South 89 degrees 53 minutes 54 seconds East, a distance of 216.71 feet; thence South 88 degrees 14 minutes 22 seconds East, a distance of 273.22 feet; thence South 89 degrees 13 minutes 24 seconds East, a distance of 742.04 feet; thence South 89 degrees 50 minutes 01 seconds East, a distance of 474.41 feet; thence South 88 degrees 59 minutes 12 seconds East, a distance of 276.81 feet; thence North 89 degrees 48 minutes 57 seconds East, a distance of 312.80 feet; thence South 85 degrees 19 minutes 54 seconds East, a distance of 129.92 feet; thence South 87 degrees 47 minutes 37 seconds East, a distance of 200.03 feet to the east line of said Northeast Quarter, said line there terminating.

From: Reed Richerson <reed.richerson@us-solar.com>
Sent: Monday, May 02, 2016 11:27 AM
To: Jason Mielke; Steve Just
Cc: Gerardo Ruiz; Michelle Matthews
Subject: Schwimmer 50 - Notice of Withdraw

Hi Steve and Jason,

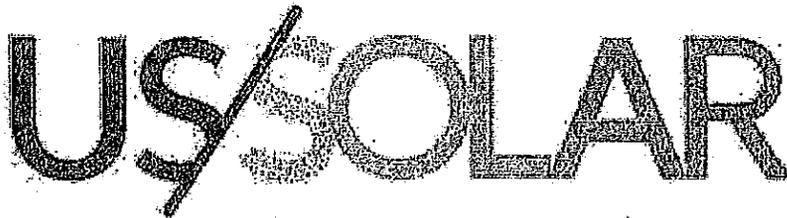
Minnesota Solar LLC hereby provides notice of our intent to withdraw the CUP application for the 'Schwimmer 50' community solar garden (Parcel 06-036-0220, File #2016002). Recently, after much debate, the MN PUC ruled that the entire generation facility must be within Xcel service territory and not just the Point of Interconnection. The array location setbacks from 58th St. pushed a large portion of the proposed solar generation facility outside of Xcel Service Territory and into McLeod Coop. At this point, there is no viable solution to proceed.

Thank you.

Best Regards,

Reed Richerson – SVP/GM

work 612.260.2230 ext 21 cell 916.704.2720
100 N 6th St., Suite 222C
Minneapolis, MN 55403
reed.richerson@ussolarcorporation.com
www.ussolarcorporation.com



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