



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 9, 2017
6:30 PM**

AGENDA

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
 - A. Minutes
 1. September 20, 2017 City Council Budget Workshop Meeting Minutes
 2. September 25, 2017 City Council Regular Meeting Minutes
 3. September 25, 2017 City Council Workshop
 4. September 5, 2017 Planning Commission Meeting Minutes
 - B. Claims for the End of the Month of September 2017
 - C. Claims for October 2017
 - D. Mayer Lutheran High School Temporary Liquor License – December 1, 2017
- 6. Reports and Recommendations of City Department, Consultants, Commissions and Committees**
 - A. City Council Reports
 - B. Administrative
 1. Republic Services
 2. Rocky Meadow Lane - Utility Bill
 3. Deerwood Court – Utility Bill
 4. Third Quarter Budget Review
 5. Attorney Request for Proposals Discussion
 - C. Carver County Sheriff's Department
 1. 2018 Police Contract – Resolution 9-25-17-35
 - D. Public Works Department
 1. Crack Sealing
 2. Well Inspection

E. Planning and Zoning

1. Picnic Shelter – Old School House Park and Public Works Building Relocation – Resolution 9-25-17-36

F. Fire Department

1. 2018 Fire Contracts

7. Other Business

8. Upcoming Meetings

Tuesday, October 10, 2017 Park and Recreation Meeting at 6:30 p.m.

Monday, October 23, 2017, Regular City Council Meeting at 6:30 p.m.

9. For Your Information

A. Letter from Resident

B. Enforcement of Code – Vehicles on the Grass

10. Adjournment

MAYER CITY COUNCIL WORK SESSION MINUTES – SEPTEMBER 20, 2017

Call Work Session to order at 6:30 p.m. by Mayor Dodge

PRESENT: Mayor Dodge, Council members McNeilly, Stieve-McPadden, Boder, and Butterfield.

ABSENT: None.

STAFF: City Administrator McCallum, Interim City Administrator, Richard Almich

ALSO PRESENT: None.

- 1. Discussion on 2018 General Fund Budget:** City Administrator, McCallum presented the 2018 budget to the Council for review. After some discussion, the council agreed to some minor expenditure and revenue changes. McCallum thought that with those changes, she predicted that there would be a decrease in the tax rate for 2018. In collaboration together, Council and staff determined to review additional budgets items related to Capital Improvement Planning, the addition of a new full-time administrative clerk, a change in benefits, the state mandated comprehensive plan, and some one-year capital projects.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:16 p.m.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister

MAYER CITY COUNCIL MEETING MINUTES – SEPTEMBER 25, 2017

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

PRESENT: Mayor Dodge, Council Members Butterfield, McNeilly, and Stieve-McPadden

ABSENT: Boder

STAFF: City Administrator McCallum, Public Works Kuntz, Fire Chief Maetzold, and City Engineer Martini

ALSO PRESENT: Don Wachholz, Ivan Raconteur, and Nate McNeilly

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION to approve the agenda was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion Carried 4/0

PUBLIC COMMENT

- None

COUNCIL REPORTS

- None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Butterfield to approve the Consent Agenda. Motion Carried 4/0.

1. Approve the Minutes of the September 11, 2017 Regular Council Meeting.
2. Approve the Minutes of the September 12, 2017 Park and Recreation Commission Meeting.
3. Approve the Additional Claims for the Month of September 2017.
4. Approve the Recommendation from City Engineer, David Martini, to reduce the amount of the developer's "Letter of Credit" for the Coldwater Crossing 7th Addition to a balance of \$405,470
5. Approval of Resolution 9-25-17-36 Accepting Donations from the baseball team.

REPORTS AND RECOMMENDATIONS OF CITY DEPARTMENT, CONSULTANTS, COMMISSIONS AND COMMITTEES

A. City Council Reports
None.

B. Carver County Sheriff's Report

1. Monthly Report
No Questions.

2. 2018 Police Contract – Resolution 9-25-17-35

The Council tabled this item until October when the Sheriff's Department could be present.

C. Public Works Department

1. Monthly Report
No Questions.

D. Administrative

1. Monthly Report

No Questions.

E. Fire Department

1. Monthly Report

No Questions.

2. Fire Department PERA Pension Increase – Resolution 9-25-17-32

Approval of Resolution 9-25-17-32 Statewide Volunteer Retirement Plan (Opting to increase the benefit level for Firefighters who are vested in the voluntary statewide volunteer firefighter (SVF) retirement plan) – A MOTION was made by Council Member Butterfield and seconded by Mayor Dodge approving Resolution 9-25-17-32 to increase the benefit level from \$2,000 to \$2,200 per year of service with an estimated City contribution of \$3,800. Motion Carried 3/0/1 (McNeilly).

3. Thermal Imaging Cameras

The Fire Department asked the Council for authorization to purchase seven (7) Thermal Imaging Cameras for search and rescue means. Maetzold stated that it was in the budget to do so. It was explained that these seven cameras would be used by the first responders to an incident. A MOTION was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield approving the fire department to spend up to \$6,125.00 on the purchase of seven (7) Thermal Imaging Cameras. Motion Carried 4/0.

F. Park and Recreation Commission

1. Gaga Pit

McCallum informed that the Park and Recreation Commission is recommending to Council the approval of spending \$1,822.00 on the purchase of a Gaga Pit (hardware and lumber) for the Old School House Park. The Public Works Department would do the assembly and would be ADA compliant. A MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield approving spending up to \$1,822.00 on the hardware and lumber for the Gaga Pit. Motion Carried 4/0.

2. Resignation of Park Commissioner and posting for position

McCallum informed that former Park Commission Chair Nate McNeilly resigned as of August 8, 2017. A MOTION was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden approving the resignation of Nate McNeilly from the Park Commission. Motion Carried 4/0. McCallum informed that the Park Commission is requesting to post for the vacant position. A MOTION was made by Council Member Butterfield and seconded by Council Member McNeilly to post the vacant Park and Recreation Position. Motion Carried 4/0.

3. Approval of new Commission Chair

McCallum informed that the Park Commission elected a new commission chair, Alisa Johnson, at their September meeting. They recommended to Council the approval of Johnson as the chair. A MOTION was made by Stieve-McPadden to approve Johnson as the new Park Commission Chair. McNeilly seconded. Motion Carried 4/0.

G. City Engineer

1. Monthly Report – Project Updates

No Questions.

2. MNDOT 2020 Project – Trunk Highway 25

Martini provided some information on a MNDOT project that will take place on Trunk Highway 25 in the year 2020. He informed that it would be a Mill and Overlay street project; while making sidewalks and other ADA improvements along the corridor. He said that the street will hit its 10 year mark in 2020. He asked the Council for their input on what they wanted to see happen in the project with regards to additional improvements. The Council agreed to hold a workshop in October to involve residents of the community in the planning process.

OTHER BUSINESS

A. Approval of Resolution 9-25-17-34 Preliminary 2018 Proposed Budget.

McCallum presented Resolution 9-25-17-34 that highlighted the total proposed preliminary expenditures in the general fund and debt service. She informed that the total expenditures for the 2018 preliminary budget is \$1,611,036.72, which was up from \$1,405,936.00 in 2017. Mayor Dodge informed that this number could be decreased by December. McCallum stated that the proposed budget had to be into the County by September 30, 2017. McCallum informed that the increase was due to staffing changes, the state mandated Comprehensive Plan and some one time projects in 2018. Stieve-McPadden asked that another budget meeting workshop be held before December. A MOTION was made by Stieve-McPadden and seconded by McNeilly to approve resolution 9-25-17-34 setting the preliminary 2018 proposed budget. Motion Carried 4/0.

B. Approval of Resolution 9-25-17-33 Preliminary Levy for Tax Collection in 2018.

McCallum presented resolution 9-25-17-33 that highlighted the preliminary levy for 2018 with a general fund levy of \$505,284.00 and a debt service levy of \$510,942.00 thus totaling the levy to \$1,016,225.46; an increase of about \$64,225.72 from 2017. She informed that the city experienced an 11% increase in market value. She informed that based on the increase of market value, the city would see a tax rate of 52%; down from 53% last year. A MOTION was made by McNeilly and seconded by Stieve-McPadden to approve resolution 9-25-17-33 setting the preliminary tax levy for 2018. Motion carried 4/0.

ACKNOWLEDGEMENTS

None.

ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield to adjourn the meeting at 7:29 p.m. Motion Carried 4/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – SEPTEMBER 25, 2017

Call Work Session to order at 7:30 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Butterfield, McNeilly, and Stieve-McPadden

ABSENT: Boder

STAFF: City Administrator McCallum, Public Works Kuntz

ALSO PRESENT: Ivan Raconteur, Melissa Hunstiger and Karen Hunstiger.

1. Deerwood Court – Water Issue

Mayor Dodge explained that residents at 2482 Deerwood Court installed an irrigation meter in 2011 and while the meter was reading the usage, it wasn't downloading into the software utility system. He said that in May/June of 2017, it was discovered that the irrigation reading wasn't registering into the software and thus the homeowners weren't getting charged for their irrigation usage. Dodge said that when staff did finally register, the homeowners were then hit with a bill for \$4,300.00. Dodge informed that the residents have been working with the City to determine what happened and if there is any way to work through the high bill.

The resident, Melissa Hunstiger informed that in 2011 they decided to get an irrigation meter to decrease their water bill. She said that after the irrigation meter was installed, their water bill went down and that they got the results they wanted. She said that they were shocked to hear that their irrigation meter wasn't reading into the software; resulting in a bill for \$4,300.00.

Dodge said that he met with the residents and that the residents did acknowledge that the water was used over the six years.

Hunstiger said that they live on a budget and that they are concerned that this could happen and happen again. She informed that other neighbors have had similar issues.

Dodge presented a diagram of typical and average irrigation usage between the years of 2011 and 2017, based on rates during those years. Based on his algorithm, Dodge informed that it would bring the bill down to \$997.05.

Butterfield said that she was comfortable with that number. Nonetheless, she asked how this could be prevented in the future.

Kuntz responded that staff now audits the meter reports each month to look for any abnormalities. He said that he has been replacing old meters that have started to have malfunctions.

Dodge asked that Hunstiger work with staff to determine a payment plan possibly or an approach on how to pay off the bill. He said it would go to the council at the next meeting for approval.

2. Council Chambers

Dodge told the Council that he would like to see some upgrades to the Council Chambers in 2017 and 2018. He suggested improvements such as new carpeting, desks, chairs, painting and such. He wants it to look more professional.

Stieve-McPadden said that she would like to see the sound system upgraded.

Butterfield said that she would be open to improvements, but that she doesn't want it to get too costly. She said she would like to see some security improvements.

Dodge said that it was something to start thinking about.

3. City Attorney (added)

Butterfield expressed concerns about the City Attorney's office and their billing for the last two years. She asked that the City possibly look for a new attorney.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:00 p.m.

Mike Dodge, Mayer

Attest: _____
Janell Gildemeister, Deputy City Clerk

City of Mayer
Planning Commission
Meeting Minutes
Tuesday, September 5, 2017

Commission Members Present: Chairperson Tom Stifter, Council Liaison Erick Boder and Commissioners Les Hahn, Barney Johnson and Rod Maetzold.

Commission Members Absent: Commissioners Patty Lanting and Don Wachholz.

Others Present: Scott Trumpy

Staff Present: Planning Consultant John Anderson of Municipal Development Group, LLC

CALL MEETING TO ORDER.

Meeting called to order at 6:30 PM by Chairperson Stifter.

ADOPT AGENDA.

A motion to approve the agenda was made by Commissioner Maetzold and seconded by Commissioner Hahn. Motion carried 5/0.

APPROVAL OF MINUTES.

A motion to approve the July 11, 2017 Planning Commission minutes was made by Commissioner Johnson with two spelling corrections and seconded by Chairperson Stifter. Motion carried 5/0.

UPDATE ON THE 2018 COMPREHENSIVE PLAN UPDATE.

Planning Consultant Anderson presented the draft future land use map, draft park & trail plan map, draft transportation plan map and draft sidewalk and trails plan map. Discussion followed and several suggestions were made on changes to the maps. Planning Consultant Anderson said the suggested changes would be made and that these maps would be brought before the Planning Commission for final review at the next meet Planning Commission meeting along with some of the draft chapters.

NEXT MEETING.

Next scheduled meeting is Tuesday, October 3, 2017.

COMMISSIONERS REPORT.

Commissioner Maetzold asked about the Hidden Creek 7th Addition streetlight installation and what the plan was.

Planning Consultant Anderson stated that there should have been a plan approved showing the street light location and that he would check into it.

Council Liaison Boder gave a report on the solar garden proposal.

ADJOURNMENT.

A motion was made by Commissioner Johnson and seconded by Commissioner Maetzold to adjourn the meeting at 7:49 PM. Motion carried 5/0.

MAYER, MN

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***Claim Register©**

09/31/17PAY

September 2017

| | | | | | |
|-------------------------|---|-------------------------------------|----------------------|--------------|-------------------------|
| Claim Type | Direct | | | | |
| Claim# | 288 KLUVER CONSULTING LLC | Ck# 021039 | 9/11/2017 | | |
| Cash Payment | E 640-49480-300 Professional Svcs | SERVICE CONTRACT FOR WWTF 9/1-15/17 | | | \$900.00 |
| | Invoice 17-17 | | | | |
| Transaction Date | 9/11/2017 | Due 0 | Security Bank | 10100 | Total \$900.00 |
| Claim# | 288 MOBIL - EXXON/MOBIL | Ck# 021068 | 9/27/2017 | | |
| Cash Payment | E 100-43100-212 Motor Fuels | P/W | | | \$275.91 |
| | Invoice | | | | |
| Cash Payment | E 100-45000-212 Motor Fuels | PARKS | | | \$89.73 |
| | Invoice | | | | |
| Cash Payment | E 100-42260-212 Motor Fuels | FD | | | \$35.60 |
| | Invoice | | | | |
| Transaction Date | 9/27/2017 | Due 0 | Security Bank | 10100 | Total \$401.24 |
| Claim# | 289 PREFERRED ONE INS CO | Ck# 021069 | 9/27/2017 | | |
| Cash Payment | G 100-21706 Hospitalization/Medical Ins | SEPT 2017 STATEMENT | | | \$2,435.88 |
| | Invoice 172580006416 | | | | |
| Transaction Date | 9/27/2017 | Due 0 | Security Bank | 10100 | Total \$2,435.88 |
| Claim# | 290 MN LIFE INSURANCE CO | Ck# 021070 | 9/27/2017 | | |
| Cash Payment | G 100-21708 Life/Disability | EMPLOYEE BENEFITS | | | \$44.00 |
| | Invoice 72570043 | | | | |
| Transaction Date | 9/27/2017 | Due 0 | Security Bank | 10100 | Total \$44.00 |
| Claim# | 291 VISA | Ck# 021071 | 9/27/2017 | | |
| Cash Payment | E 100-43100-400 Repairs & Maint Cont | HI TEST LOG CHAIN | | | \$39.99 |
| | Invoice | | | | |
| Cash Payment | E 100-43100-400 Repairs & Maint Cont | TOPLINK | | | \$63.99 |
| | Invoice | | | | |
| Cash Payment | E 620-49440-215 Samples | WATER SAMPLES | | | \$10.20 |
| | Invoice | | | | |
| Cash Payment | E 100-41000-200 Office Supplies | ADOBE RENEWAL | | | \$69.99 |
| | Invoice | | | | |
| Transaction Date | 9/27/2017 | Due 0 | Security Bank | 10100 | Total \$184.17 |
| Claim# | 292 KLUVER CONSULTING LLC | Ck# 021072 | 9/28/2017 | | |
| Cash Payment | E 640-49480-300 Professional Svcs | WWTF SERVICE CONTRACT 9/16-30/17 | | | \$900.00 |
| | Invoice 18-17 | | | | |
| Transaction Date | 9/28/2017 | Due 0 | Security Bank | 10100 | Total \$900.00 |
| | | | | | |
| | Claim Type | Direct | | | Total \$4,865.29 |

| | |
|---------------------------------------|-------------------|
| Pre-Written Checks | \$4,865.29 |
| Checks to be Generated by the Compute | \$0.00 |
| Total | \$4,865.29 |

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____

***Claim Register©**

10/9/17PAY

October 2017

| | | | | | |
|-------------------|-------------------|--|---|--------------|------------|
| Claim Type | Direct | | | | |
| Claim# | 322 | AQUAFIX INC | | | |
| Cash Payment | E 640-49480-404 | Repairs/Maint Machinery/E CHEMICALS-BUG JUICE-WWTF | | | \$800.14 |
| | Invoice | 22448 | | | |
| Transaction Date | 10/6/2017 | Security Bank | 10100 | Total | \$800.14 |
| Claim Type | Direct | | | | |
| Claim# | 316 | CARVER CO TAXPAYERS SERVIC | | | |
| Cash Payment | G 800-20201 | Coldwater Crossing | COLDWATER CROSSING RECORDING FEES | | \$338.65 |
| | Invoice | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$338.65 |
| Claim Type | Direct | | | | |
| Claim# | 321 | CARVER COUNTY | | | |
| Cash Payment | R 100-41000-35100 | Court Fines | FINES COLLECTED CITY RESPONSIBLE FOR PAYING | | \$468.77 |
| | Invoice | | | | |
| Transaction Date | 10/6/2017 | Security Bank | 10100 | Total | \$468.77 |
| Claim Type | Direct | | | | |
| Claim# | 300 | CORE & MAIN | | | |
| Cash Payment | E 620-49440-437 | Water Meters | CASEY'S METERS | | \$1,308.83 |
| | Invoice | H778477 | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$1,308.83 |
| Claim Type | Direct | | | | |
| Claim# | 298 | FRONTIER | Ck# 004692E 10/10/2017 | | |
| Cash Payment | E 640-49480-321 | Telephone | WWTF | | \$137.07 |
| | Invoice | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$137.07 |
| Claim Type | Direct | | | | |
| Claim# | 299 | FRONTIER | Ck# 004693E 10/18/2017 | | |
| Cash Payment | E 620-49410-321 | Telephone | WTP | | \$78.99 |
| | Invoice | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$78.99 |
| Claim Type | Direct | | | | |
| Claim# | 311 | GOPHER STATE ONE-CALL INC | | | |
| Cash Payment | E 620-49440-355 | Gopher State Locates | | | \$34.42 |
| | Invoice | 7090553 | | | |
| Cash Payment | E 640-49490-355 | Gopher State Locates | | | \$34.43 |
| | Invoice | 7090553 | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$68.85 |
| Claim Type | Direct | | | | |
| Claim# | 303 | GUARDIAN PEST CONTROL INC | | | |
| Cash Payment | E 100-41940-400 | Repairs & Maint Cont | COMM CTR PEST CONTROL SERVICE | | \$42.15 |
| | Invoice | 1803906 | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$42.15 |
| Claim Type | Direct | | | | |
| Claim# | 317 | HENNING EXCAVATING | | | |
| Cash Payment | E 640-49490-404 | Repairs/Maint Machinery/E RAISING 3 MANHOLES | | | \$3,000.00 |
| | Invoice | 7299 | | | |

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***Claim Register©**

10/9/17PAY

October 2017

| | | | | | |
|-------------------|---|------------------------------|-------|--------------|------------|
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$3,000.00 |
| Claim Type | Direct | | | | |
| Claim# | 302 <i>HOMELAND BUILDERS</i> | | | | |
| Cash Payment | G 800-20211 Landscape Escrow | LANDSCAPE ESCROW REFUND 5105 | | | \$2,500.00 |
| | Invoice B2017-40 | SUNDANCE RUN | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$2,500.00 |
| Claim Type | Direct | | | | |
| Claim# | 301 <i>IDEAL SERVICE INC</i> | | | | |
| Cash Payment | E 640-49480-500 Capital Outlay (GENERAL) WWTF CONTROL REPAIRS | | | | \$3,416.50 |
| | Invoice 8878 | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$3,416.50 |
| Claim Type | Direct | | | | |
| Claim# | 314 <i>LOOMIS HOMES</i> | | | | |
| Cash Payment | G 800-20211 Landscape Escrow | 2400 RIVER BEND TRAIL | | | \$2,500.00 |
| | Invoice B2017-38 | | | | |
| Cash Payment | G 800-20211 Landscape Escrow | 2436 RIVER BEND TRAIL | | | \$2,500.00 |
| | Invoice B2017-39 | | | | |
| Cash Payment | G 800-20211 Landscape Escrow | 2605 ROCKY MEADOW LN | | | \$1,650.00 |
| | Invoice B2017-67 | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$6,650.00 |
| Claim Type | Direct | | | | |
| Claim# | 304 <i>METRO WEST INSPECTION SERVI</i> | | | | |
| Cash Payment | E 100-42400-300 Professional Svcs | FINALED FOR AUGUST 2017 | | | \$2,646.21 |
| | Invoice 1221 | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$2,646.21 |
| Claim Type | Direct | | | | |
| Claim# | 306 <i>MINI BIFF INC</i> | | | | |
| Cash Payment | E 100-45000-300 Professional Svcs | CAR SHOWS 8/28-9/24 | | | \$86.19 |
| | Invoice A-90819 | | | | |
| Cash Payment | E 100-45000-300 Professional Svcs | CAR SHOWS 7/31-8/27 | | | \$86.19 |
| | Invoice A-89798 | | | | |
| Cash Payment | E 100-45000-300 Professional Svcs | DISCOVERY PARK | | | \$86.19 |
| | Invoice A-90474 | | | | |
| Cash Payment | E 100-45000-300 Professional Svcs | MEADOW PARK | | | \$86.19 |
| | Invoice A-90399 | | | | |
| Cash Payment | E 100-45000-300 Professional Svcs | WEST RIDGE PARK | | | \$86.19 |
| | Invoice A-90375 | | | | |
| Cash Payment | E 100-45000-300 Professional Svcs | OSH PARK | | | \$86.19 |
| | Invoice A-90362 | | | | |
| Cash Payment | E 100-45000-300 Professional Svcs | CAR SHOWS 9/25-28/17 | | | \$11.50 |
| | Invoice A-90903 | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$528.64 |
| Claim Type | Direct | | | | |
| Claim# | 320 <i>MUNICIPAL DEVELOPMENT GROU</i> | | | | |
| Cash Payment | E 100-41910-300 Professional Svcs | P & Z SERVICES | | | \$730.00 |
| | Invoice 103 | | | | |
| Cash Payment | G 800-20201 Coldwater Crossing | COLDWATER 7TH ADD | | | \$85.00 |
| | Invoice 103 | | | | |

***Claim Register©**

10/9/17PAY

October 2017

| | | | | | |
|-------------------|---|---|-------|--------------|-------------|
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$815.00 |
| Claim Type | Direct | | | | |
| Claim# | 305 PINE PRODUCTS INC | | | | |
| Cash Payment | E 100-45000-400 Repairs & Maint Cont | 6 YRDS COLORED MULCH | | | \$168.00 |
| | Invoice 91687 | | | | |
| Cash Payment | E 100-45000-400 Repairs & Maint Cont | 4 YRDS COLORED MULCH | | | \$112.00 |
| | Invoice 91653 | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$280.00 |
| Claim Type | Direct | | | | |
| Claim# | 309 QUALITY FLOW SYSTEMS INC | | | | |
| Cash Payment | E 640-49480-500 Capital Outlay (GENERAL) | SUPPLIES & INSTALL OF NEW PUMPS FOR INFL. | | | \$16,300.00 |
| | Invoice 34179 | | | | |
| Cash Payment | E 640-49470-500 Capital Outlay (GENERAL) | SUPPLIES & INSTALL OF NEW PUMPS FOR INFL. | | | \$14,000.00 |
| | Invoice 34180 | | | | |
| Cash Payment | E 640-49490-404 Repairs/Maint Machinery/E | SUPPLIES & INSTALL OF NEW PUMPS FOR INFL. | | | \$945.00 |
| | Invoice 34180 | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$31,245.00 |
| Claim Type | Direct | | | | |
| Claim# | 313 ST CROIX RECREATION CO INC | | | | |
| Cash Payment | E 100-45000-500 Capital Outlay (GENERAL) | PARK RECEPTACLES | | | \$1,255.00 |
| | Invoice 19557 | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$1,255.00 |
| Claim Type | Direct | | | | |
| Claim# | 310 TECHSTAR IT SOLUTIONS | | | | |
| Cash Payment | E 100-41940-400 Repairs & Maint Cont | OFFICE 365 MONTHLY PAYMENT | | | \$60.00 |
| | Invoice MSP-7265 | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$60.00 |
| Claim Type | Direct | | | | |
| Claim# | 319 UFC FARM SUPPLY | | | | |
| Cash Payment | E 640-49480-404 Repairs/Maint Machinery/E | FOGGER WWTF | | | \$44.95 |
| | Invoice | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$44.95 |
| Claim Type | Direct | | | | |
| Claim# | 312 UTILITY CONSULTANTS, INC. | | | | |
| Cash Payment | E 620-49440-215 Samples | SAMPLES-WTP | | | \$40.00 |
| | Invoice 95689 | | | | |
| Cash Payment | E 640-49480-216 Chemicals and Chem Prod | SAMPLES-WWTF | | | \$1,232.00 |
| | Invoice 95885 | | | | |
| Cash Payment | E 640-49480-216 Chemicals and Chem Prod | SAMPLES-WWTF | | | \$1,542.40 |
| | Invoice 95690 | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$2,814.40 |
| Claim Type | Direct | | | | |
| Claim# | 295 VERIZON WIRELESS | Ck# 004689E 10/8/2017 | | | |
| Cash Payment | E 640-49470-321 Telephone | OSH AUTO DIALER | | | \$14.79 |
| | Invoice 9792716735 | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$14.79 |

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*Claim Register©

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October 2017

| Claim Type | Direct | | | | |
|------------------|--|-----------------------|--------------------|--------------|------------|
| Claim# | 296 | VERIZON WIRELESS | Ck# 004690E | 10/15/2017 | |
| Cash Payment | E 100-42280-321 Telephone | | TABLET | | \$40.01 |
| | Invoice 9793111501 | | | | |
| Cash Payment | E 100-42280-321 Telephone | | CELL PHONE | | \$1.22 |
| | Invoice 9793111501 | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$41.23 |
| Claim Type | Direct | | | | |
| Claim# | 297 | VERIZON WIRELESS | Ck# 004691E | 10/16/2017 | |
| Cash Payment | E 640-49480-321 Telephone | | CITY ON CALL PHONE | | \$14.11 |
| | Invoice 9793195470 | | | | |
| Cash Payment | E 620-49410-321 Telephone | | CITY ON CALL PHONE | | \$14.11 |
| | Invoice 9793195470 | | | | |
| Cash Payment | E 100-43100-321 Telephone | | CITY ON CALL PHONE | | \$14.12 |
| | Invoice 9793195470 | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$42.34 |
| Claim Type | Direct | | | | |
| Claim# | 308 | VICTORIA REPAIR & MFG | | | |
| Cash Payment | E 640-49480-404 Repairs/Maint Machinery/E WWTF | | | | \$566.43 |
| | Invoice 8250 | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$566.43 |
| Claim Type | Direct | | | | |
| Claim# | 315 | WILSONS NUSERY INC | | | |
| Cash Payment | E 100-45000-500 Capital Outlay (GENERAL) FALL 17 PLANTINGS | | | | \$5,680.00 |
| | Invoice 11698 | | | | |
| Transaction Date | 10/4/2017 | Security Bank | 10100 | Total | \$5,680.00 |
| Claim Type | Direct | | | | |
| Claim# | 293 | XCEL ENERGY | Ck# 004687E | 10/2/2017 | |
| Cash Payment | E 100-43160-381 Electric Utilities | | CITY STREETLIGHTS | | \$1,686.64 |
| | Invoice 5608508487 | | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total | \$1,686.64 |
| Claim Type | Direct | | | | |
| Claim# | 294 | XCEL ENERGY | Ck# 004688E | 10/16/2017 | |
| Cash Payment | E 640-49480-381 Electric Utilities | | WWTF | | \$2,388.38 |
| | Invoice 562358772 | | | | |
| Cash Payment | E 100-42280-381 Electric Utilities | | FD | | \$175.45 |
| | Invoice 562358772 | | | | |
| Cash Payment | E 620-49410-381 Electric Utilities | | WELL #2 | | \$650.53 |
| | Invoice 562358772 | | | | |
| Cash Payment | E 100-41940-381 Electric Utilities | | CITY HALL | | \$696.53 |
| | Invoice 562358772 | | | | |
| Cash Payment | E 640-49470-381 Electric Utilities | | OSH LIFT | | \$424.86 |
| | Invoice 562358772 | | | | |
| Cash Payment | E 620-49410-381 Electric Utilities | | WATER TOWER | | \$124.43 |
| | Invoice 562358772 | | | | |
| Cash Payment | E 100-43700-381 Electric Utilities | | P/W | | \$76.82 |
| | Invoice 562358772 | | | | |
| Cash Payment | E 620-49410-381 Electric Utilities | | WTP | | \$1,354.58 |
| | Invoice 562358772 | | | | |

MAYER, MN

10/06/17 10:27 AM

Page 5

*Claim Register©

10/9/17PAY

October 2017

| | | | | |
|------------------|------------------------------------|-----------------|-------|-------------------------|
| Cash Payment | E 640-49470-381 Electric Utilities | RED BARN LIFT | | \$25.95 |
| | Invoice 562358772 | | | |
| Cash Payment | E 100-45000-381 Electric Utilities | OSH CONCESSIONS | | \$11.80 |
| | Invoice 562358772 | | | |
| Cash Payment | E 100-43160-381 Electric Utilities | ASH AVE LIGHTS | | \$15.17 |
| | Invoice 562358772 | | | |
| Transaction Date | 9/29/2017 | Security Bank | 10100 | Total \$5,944.50 |

| | |
|---------------------------------------|--------------------|
| Pre-Written Checks | \$7,945.56 |
| Checks to be Generated by the Compute | \$64,529.52 |
| Total | \$72,475.08 |

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____



Request for Council Action Memorandum

Item: Republic Services

Meeting Date: October 9, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review with a representative from Republic Services how the contract is going.

Details:

Rich Hirstein from Republic Services will be present to answer questions regarding how the contract is going with the City of Mayer.

In the contract, it states that there should be a yearly review done.

Attachments:

Republic Services Contract

**CONTRACT FOR COLLECTION, TRANSPORTATION AND DISPOSAL
OF RESIDENTIAL GARBAGE FOR THE CITY OF MAYER, MN**

This Contract is made and entered into this 1st day of September 2015, by and between the City of Mayer, Minnesota, a municipal corporation and Elite Waste Disposal, Inc., a Minnesota corporation ("Contractor").

WHEREAS, the City is desirous of entering into a Contract for the collection, transportation and disposal of residential garbage and recycling within the City; and

WHEREAS, the Contractor is desirous of entering into a Contract with the City with respect to such services.

NOW THEREFORE, it is mutually agreed between the parties as follows:

SECTION 1. TERM:

The Contract will commence as of the 1st day of September 2015, and will terminate on August 31, 2020. The parties may agree to extend this Contract by mutual written agreement.

SECTION 2. RESIDENTIAL GARBAGE and RECYCLING COLLECTION:

Every person who owns or occupies a residential dwelling, including a house, apartment house, multiple residential dwelling, manufactured home, or any other place of residence, must have weekly collection of garbage or other refuse.

The Contractor shall be the exclusive provider of residential garbage and recycling collection services in the City and shall collect all residential garbage weekly and recycling every other week. The Contractor will notify residents if their pick-up day and time changes from the current, pick up day schedule.

SECTION 3. RESIDENTIAL GARBAGE COLLECTION RATES:

Contractor will invoice the residents of the City of Mayer quarterly for services rendered pursuant to the rates on Attachment A.

SECTION 4. ADJUSTMENTS OF RATES:

Charges for garbage and recycling collection under this Contract shall be increased as described in Attachment A, beginning on September 1st of each year. In addition, the charges shall be adjusted to reflect any new or increases in federal, state, county or local taxes or fees.

SECTION 5. COLLECTION EQUIPMENT:

The Contractor will supply each resident with a 32, 64 or 96-gallon cart for their garbage, depending on which level of service the customer chooses. The Contractor will also supply each resident with a 32, 64 or 96 gallon cart for single sort recycling.

SECTION 6. COLLECTION OPERATIONS:

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection and transportation of refuse and recycling. The Contractor shall make every effort to maintain established pickups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage, and replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done so as to protect the highest extent possible the public health and safety.

SECTION 7. CONTRACTOR INSURANCE AND INDEMNIFICATION:

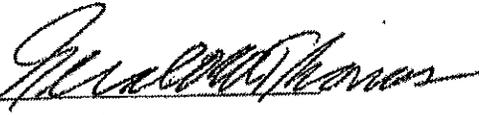
The Contractor shall carry and file policies or certificates of insurance with the City of Mayer for workman's compensation insurance, public liability insurance and property damage insurance in such amounts as required by the City and Contractor shall indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any negligent act of omission of the Contractor or their employees and agents in connection with their performance of the work. It is understood and agreed that contractor is an Independent Contractor under the laws of the State of Minnesota.

SECTION 8. FORCE MAJEURE:

Contractor's obligations hereunder shall be suspended in the event of a force majeure (Act of God, such as tornadoes, floods and other similar disasters).

IN WITNESS WHEREOF, the parties have hereunto executed this Contract by their officers on the day and year first above written.

CITY OF Mayer

By: 

Title: Mayor

Date: August 24, 2015

ELITE DISPOSAL
MINNESOTA, INC.

By: 

Title: PRESIDENT

Date: 8/27/15

ATTACHMENT - A

CITY OF MAYER PROPOSED TRASH – RECYCLING – COMPOST & ORGANICS RATES

TRASH

| <u>Container Size</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| 32 Gallon Senior | \$6.46 | \$6.46 | \$6.65 | \$6.85 | \$6.99 |
| 32 Gallon | \$7.46 | \$7.46 | \$7.68 | \$7.91 | \$8.07 |
| 64 Gallon | \$8.80 | \$8.80 | \$9.06 | \$9.33 | \$9.52 |
| 96 Gallon | \$10.13 | \$10.13 | \$10.43 | \$10.74 | \$10.95 |

*Prices do not include 9.75% Solid Waste Management Tax.

SINGLE SORT RECYCLING

| <u>Container Size</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| 32, 64, 96 Gallon | \$2.69 | \$2.69 | \$2.77 | \$2.85 | \$2.91 |

COMPOST / ORGANICS

Residents of Mayer can participate in both the yard-waste and organics programs. Either option requires Elite service pricing and routing.

FREE SERVICES

Weekly complimentary pickup will be provided at the Community Center and Parks, Firehall, and the Wastewater Treatment facility. Above rates also include the annual curbside spring cleanup, excluding electronics.

ANNUAL REVIEW:

The City and Contractor agree to meet and review the Contract, annually. Additionally, if modifications are deemed necessary by both parties, such modifications shall be made.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|-------------------------------|
| PRODUCER Preferred Insurance Services, Inc. 2079 East County Road D Maplewood MN 55109 | CONTACT NAME: Colleen Murphy PHONE (A/C No. Ext): (651) 255-3500 E-MAIL ADDRESS: colleen@preferredmn.com INSURER(S) AFFORDING COVERAGE INSURER A: Integrity Mutual Insurance Co. NAIC # 14303 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | FAX (A/C No.): (651) 255-3502 |
| INSURED ELITE WASTE DISPOSAL INC B45 CORPORATE DR JORDAN MN 55352 | | |

COVERAGES CERTIFICATE NUMBER: 14/15 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | CPP2638106-02 | 9/1/2014 | 9/1/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | CA 2638107 | 9/1/2014 | 9/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ None | | | CUP2638109 | 9/1/2014 | 9/1/2015 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WCP2638108 | 9/1/2014 | 9/1/2015 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Mayer is additional insured on the general liability & auto liability policies where required per written contract. Umbrella policy is follow form. 30 days notice of cancellation applies (*10 days for non-payment) in favor of certificate holder.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City of Mayer 413 Bluejay Ave PO Box 102 Mayer, MN 55360-0102 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brad Gombold/COLLEE |
|--|--|



AMENDMENT TO ORIGINAL ATTACHMENT - A
(Includes Mandatory Processing Charge)

CITY OF MAYER PROPOSED TRASH – RECYCLING – COMPOST & ORGANICS RATES

TRASH

| <u>Container Size</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| 32 Gallon Senior | \$6.74 | \$6.74 | \$6.95 | \$7.15 | \$7.30 |
| 32 Gallon | \$7.79 | \$7.79 | \$8.02 | \$8.26 | \$8.43 |
| 64 Gallon | \$9.19 | \$9.19 | \$9.46 | \$9.75 | \$9.94 |
| 96 Gallon | \$10.58 | \$10.58 | \$10.89 | \$11.22 | \$11.44 |

*Prices do not include 9.75% Solid Waste Management Tax.

SINGLE SORT RECYCLING

| <u>Container Size</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| 32, 64, 96 Gallon | \$2.69 | \$2.69 | \$2.77 | \$2.85 | \$2.91 |

COMPOST / ORGANICS

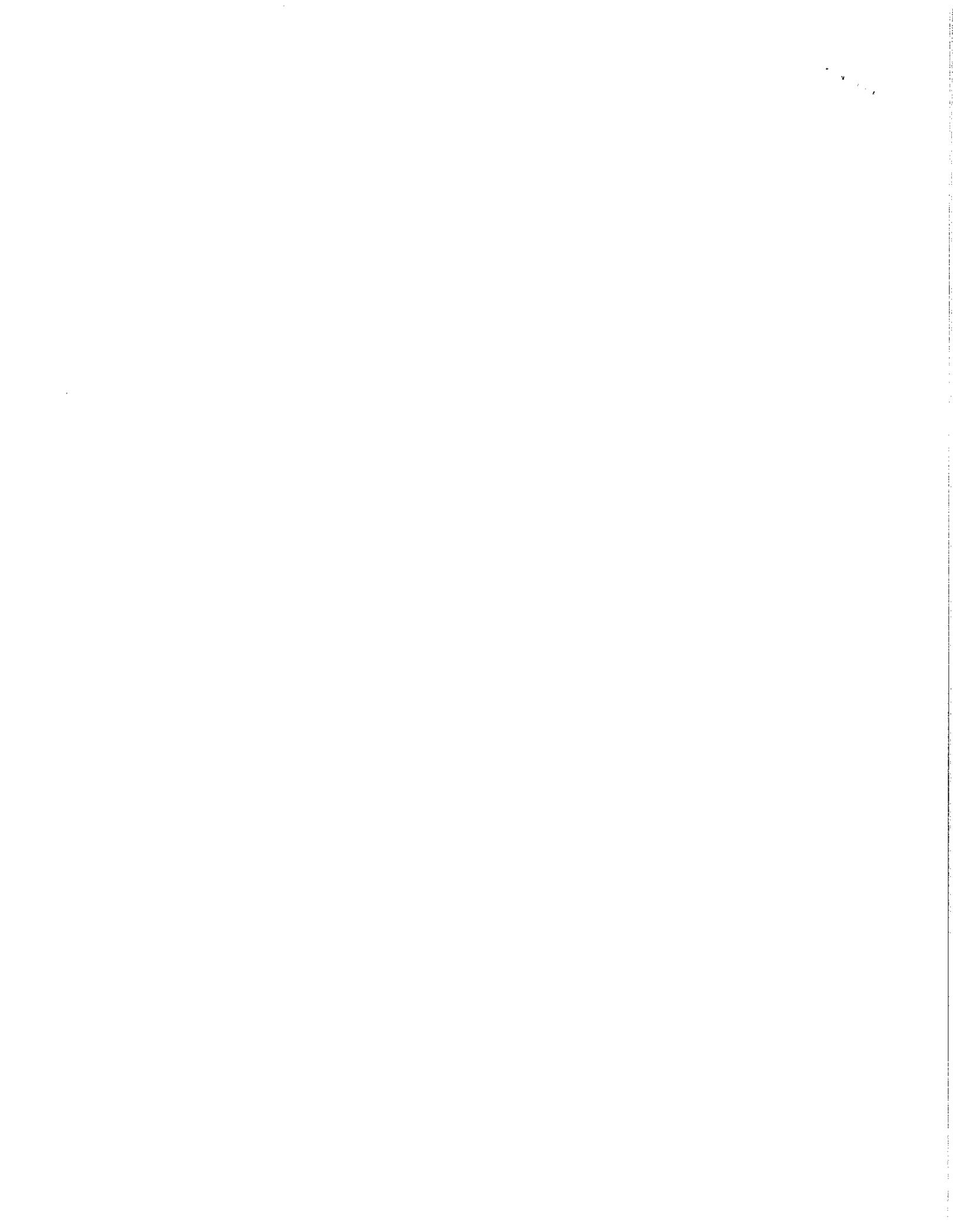
Residents of Mayer can participate in both the yard-waste and organics programs. Either option requires Elite service pricing and routing.

FREE SERVICES

Weekly complimentary pickup will be provided at the Community Center and Parks, Firehall, and the Wastewater Treatment facility. Above rates also include the annual curbside spring cleanup, excluding electronics.

ANNUAL REVIEW:

The City and Contractor agree to meet and review the Contract, annually. Additionally, if modifications are deemed necessary by both parties, such modifications shall be made.





Request for Council Action Memorandum

Item: Utility Bill at 2626 Rocky Meadow Lane

Meeting Date: October 9, 2017 Workshop

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review a utility bill issue at 2626 Rocky Meadow Lane.

Details:

The residential property located at 2626 Rocky Meadow Lane recently experienced an issue with their outside water spigot.

They do not have a second (irrigation) meter.

In July 2017, their meter read that they used 86,000 gallons of water in a month.

They were charged for both water and sewer usage because they do not have the second irrigation meter. They were charged for the month of July a rate of \$1,439.72.

They are asking if the late fee of \$144.00 for that bill can be taken off. They are also asking if some of the sewer costs could be waived as well.

Attachments:

2626 Rocky Meadow Lane Utility Bill

Bill History

01-00000754-00-9 YARKE, RANDY & GINA 2626 ROCKY MEADOW LANE MAYER MN 55360-4535

| Type | Charge | Amount | Date | Prev Read | Prev Read Date | Curr Read | Curr Read Date | Usage | Bill Per | Year |
|---|-------------|------------|-----------|-----------|----------------|-----------|----------------|-------|----------|--------|
| For 01-00000754-00-9 2626 ROCKY MEADOW LANE | | | | | | | | | | |
| Calculation Number 244 | | | | | | | | | | |
| | Prev Bal | \$165.48 | | | | | | | | |
| | Receipt | \$80.60 | 7/5/2017 | | | | | | | 6 2017 |
| | Receipt | \$84.87 | 6/19/2017 | | | | | | | 6 2017 |
| | Service | \$38.13 | 7/11/2017 | 750000 | 6/1/2017 | 755000 E | 7/7/2017 | 5000 | | 6 2017 |
| | Service | \$56.46 | 7/11/2017 | | | | | 5000 | | 6 2017 |
| | Service | \$0.50 | 7/11/2017 | | | | | 5000 | | 6 2017 |
| | Service | \$2.00 | 7/11/2017 | | | | | | | 6 2017 |
| | Service | \$0.53 | 7/11/2017 | | | | | | | 6 2017 |
| | Cur Charges | \$97.62 | 7/11/2017 | | | | | | | 6 2017 |
| | Total | \$97.63 | 7/11/2017 | | | | | | | 6 2017 |
| Calculation Number 244 | | | | | | | | | | |
| Calculation Number 245 | | | | | | | | | | |
| | Prev Bal | \$97.63 | | | | | | | | |
| | Receipt | \$97.63 | 8/7/2017 | | | | | | | 7 2017 |
| | Service | \$772.73 | 8/11/2017 | 755000E | 7/7/2017 | 841000 | 7/31/2017 | 86000 | | 7 2017 |
| | Service | \$655.86 | 8/11/2017 | | | | | 86000 | | 7 2017 |
| | Service | \$8.60 | 8/11/2017 | | | | | 86000 | | 7 2017 |
| | Service | \$2.00 | 8/11/2017 | | | | | | | 7 2017 |
| | Service | \$0.53 | 8/11/2017 | | | | | | | 7 2017 |
| | Cur Charges | \$1,439.72 | 8/11/2017 | | | | | | | 7 2017 |
| | Total | \$1,439.72 | 8/11/2017 | | | | | | | 7 2017 |
| Calculation Number 245 | | | | | | | | | | |

For 01-00000754-00-9 2626 ROCKY MEADOW LANE

FILTER: ([full Account number] = "010000075400") and (([calculation number] = 245) or ([calculation number] = 244))



Request for Council Action Memorandum

Item: Deerwood Court – Utility Bill

Meeting Date: October 9, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and make a motion accepting an agreement between the property owners at 2482 Deerwood Court regarding their utility bill related to an irrigation meter issue.

Details:

The residents at 2482 Deerwood Court installed an irrigation meter in 2011 and was using it but because of an error in the software utility system, the water wasn't getting charged to the residents. As a result, they were hit with a \$4,300 utility bill.

At the September 25, 2017 City Council workshop, the City Council met with the residents to discuss the issue.

The Council agreed and proposed to lower their utility bill based on average summer usage since 2011. The agreed to amount was \$997.05.

Attachments:

Average Usage Breakdown and proposed payment.

Jun-Aug

| | months | weeks-1 irrigation cycle per week | gallons used per 1 irrigation cycle | Total monthly usage | Water rate (13,000 gallons) | |
|------|--------|--|--|---------------------------|--------------------------------------|----------|
| 2011 | 1 | 4 | 3000 | 12000 | \$3.50 | \$42.00 |
| 2012 | 3 | 13 | 3000 | 39000 | \$3.85 | \$150.15 |
| 2013 | 3 | 13 | 3000 | 39000 | \$4.05 | \$157.95 |
| 2014 | 3 | 13 | 3000 | 39000 | \$4.05 | \$157.95 |
| 2015 | 3 | 13 | 3000 | 39000 | \$4.80 | \$187.20 |
| 2016 | 3 | 13 | 3000 | 39000 | \$5.40 | \$210.60 |
| 2017 | 1 | 5 | 3000 | 15000 | \$6.08 | \$91.20 |
| | | 74 | | 222000 | | \$997.05 |



Request for Council Action Memorandum

Item: Third Quarter Budget Review

Meeting Date: October 9, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review the budget at the third quarter.

Details:

See Attachments.

Attachments:

Current expenditures.

Current revenues.

Expenditure and Revenue explanations.

2017 EXPENDITURES AS OF SEPTEMBER 29, 2017

| | 2017 Adopted | 2017 Amount | Balance |
|-----------------------------|--------------|--------------|---------------------|
| General Government – | \$81,500.00 | \$143,283.80 | \$61,783.80 |
| Council Wages - | \$17,111.00 | \$7,951.35 | \$9,159.65 |
| Administrator - | \$104,551.55 | \$102,164.42 | \$2,387.13 |
| Board and Commissions - | \$1,440.00 | \$25.86 | \$25.68 |
| City Clerk/Deputy - | \$19,693.50 | \$15,275.33 | \$4,418.17 |
| Elections - | \$1,050.00 | \$1,020.23 | \$29.77 |
| Assessment Services - | \$12,500.00 | \$0.00 | \$12,500.00 |
| Planning and Zoning - | \$8,110.00 | \$5,035.69 | \$3,074.31 |
| Computer - | \$2,400.00 | \$2,113.81 | \$286.19 |
| Community Center - | \$44,280.00 | \$39,857.58 | \$4,422.42 |
| Police Contract - | \$118,903.00 | \$44,061.92 | \$74,841.08 |
| Fire Protection - | \$54,095.00 | \$87,213.86 | \$33,118.86 |
| WAFTA - | \$2,000.00 | \$2,000.00 | \$0.00 |
| Fire Equipment - | \$98,800.00 | \$16,588.14 | \$82,211.86 |
| Fire Station - | \$18,883.00 | \$13,046.47 | \$5,836.53 |
| Fire Dept Truck - | \$21,749.00 | \$0.00 | \$21,749.00 |
| Building Inspection - | \$20,000.00 | \$33,365.89 | \$13,365.89 |
| Civil Defense - | \$450.00 | \$250.00 | \$200.00 |
| Animal Control - | \$650.00 | \$0.00 | \$650.00 |
| Public Works - | \$0.00 | \$48,718.00 | \$48,718.00 |
| Highways, Streets & Roads - | \$135,779.00 | \$52,838.46 | \$82,940.54 |
| Ice and Snow Removal - | \$27,000.00 | \$19,996.44 | \$7,003.56 |
| Storm Drainage - | \$10,000.00 | \$160.00 | \$9,840.00 |
| Street Lighting - | \$25,545.00 | \$22,676.21 | \$2,868.79 |
| Building Maintenance - | \$38,220.00 | \$36,247.95 | \$1,972.05 |
| Park and Rec - | \$98,350.00 | \$64,710.15 | \$33,639.85 |
| Economic Development - | \$4,550.00 | \$120,737.36 | \$116,187.36 |
| Compost - | \$3,287.00 | \$3,668.08 | \$381.08 |
| Total - | \$971,097.05 | \$882,606.82 | \$88,490.23 |

2017 REVENUES AS OF SEPTEMBER 29, 2017

| | 2017 Adopted | 2017 Amount | Balance |
|-------------------------------|---------------------|---------------------|---------------------|
| General Property Taxes - | \$494,289.00 | \$2,669.11 | \$491,619.89 |
| Alcoholic Beverages - | \$4,310.00 | \$4,600.00 | \$290.00 |
| Amusements - | \$135.00 | \$120.00 | \$15.00 |
| Building Permits - | \$20,000.00 | \$118,065.65 | \$98,065.65 |
| Variance/Permit - | \$0.00 | \$7,250.00 | \$7,250.00 |
| Animal Licenses - | \$250.00 | \$290.00 | \$40.00 |
| States Aids and Grants - | \$26,919.00 | \$16,000.00 | \$10,919.00 |
| Local Government Aid - | \$298,717.00 | \$158,128.00 | \$140,589.00 |
| Police State Aid - | \$3,500.00 | \$0.00 | \$3,500.00 |
| County Grants - | \$3,750.00 | \$3,740.00 | \$10.00 |
| Charges for Services - | \$0.00 | \$148.00 | \$148.00 |
| Zoning and Subdivision Fees - | \$0.00 | \$4,100.00 | \$4,100.00 |
| Sale of Maps and Pubs. - | \$0.00 | \$50.00 | \$50.00 |
| Assessment Search - | \$300.00 | \$420.00 | \$120.00 |
| State Reimb. Snow - | \$10,000.00 | \$8,235.00 | \$1,765.00 |
| Compost Coll. Charge - | \$2,500.00 | \$2,500.00 | \$0.00 |
| Community Center Rental - | \$33,000.00 | \$27,095.80 | \$5,904.20 |
| Court Fines - | \$1,000.00 | \$2,276.32 | \$1,176.32 |
| Bad Check Charge - | \$0.00 | \$30.79 | \$30.79 |
| Penalties and Interest - | \$0.00 | \$4.68 | \$4.68 |
| Interest Earnings - | \$2,500.00 | \$724.38 | \$1,775.62 |
| Contributions and Donations - | \$0.00 | \$6,558.00 | \$6,558.00 |
| 10% Charitable Gambling - | \$2,000.00 | \$2,000.00 | \$0.00 |
| Refunds/Reimbursements - | \$0.00 | \$655.26 | \$655.26 |
| Tower Antenna Rent - | \$18,703.00 | \$9,737.17 | \$8,965.83 |
| Fire Contracts - | \$48,415.00 | \$39,484.90 | \$8,930.10 |
| Fire Truck Fund - | \$19,847.00 | \$0.00 | \$19,847.00 |
| Total Revenue | \$989,155.00 | \$421,276.26 | \$567,878.74 |

2017 EXPENDITURES EXPLANATIONS –

- General Government - This line item is over \$61,783.80 primarily due to unbudgeted attorney's fees related to the non-renewal of the City Administrator's contract.
- Fire Protection - This account is over \$33,118.86 because of an audit transfer.
- Building Inspection - This account is over \$13,365.89 because there have been more than predicted permits pulled. However, more revenue has been brought in as well to cover these costs.
- Public Works - This account is over \$48,718.00 because of an audit transfer.
- Economic Dev. - This account is over \$116,187.36 because of an audit transfer.
- Compost - This account is over \$381.08 due to higher than predicted wages for the year.

2017 REVENUE EXPLANATIONS –

- General Property Taxes-This item is off \$491,619.89 because it was miscoded. We received half already and will receive the next amount still by the end of the year. I will recode it.
- Amusements - This is off \$15.00.
- State Aids and Grants - This is off \$10,919.99. The City received \$16,000 for the assistance with the mandatory Comprehensive Plan. I am not sure if there was another aid that the City was looking to receive.
- Local Government Aid- This is off \$140,589.00 because we receive half early in the year and half at the end.
- Police State Aid - We haven't received our projected \$3,500 in state aid yet.
- State Snow Reimb.- The City received less than predicted from reimbursement for snow. Likely due to the amount of snow that fell last year.
- Community Center - This is off \$5,904.20 likely because we still need to collect for the rest of the year.
- Interest Earnings - Interest earnings are lower than predicted.
- Tower Antenna Rent - Still collecting for 2017.
- Fire Contracts - Still collecting for 2017.



Request for Council Action Memorandum

Item: Attorney Request for Proposals Discussion

Meeting Date: October 9, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review a request by a Council Member to discuss going out for proposal for City Attorney.

Details:

At the September 25, 2017 City Council Workshop, there was a request to review the current City Attorney's Contract and expenses for 2017. There were concerns about going over budget for 2017.

2017

The total budget for 2017 was \$10,000.00

The total expenditures so far for 2017 are \$91,306.60.

| | | |
|------------------|--------------------|---|
| 2017 Breakdown - | \$87,500.00 | Settlement for Dale Denn |
| | -\$11,500.00 | Reimbursement from League of Minnesota Cities |
| | \$75,000.00 | City cost for Dale Denn Settlement |
| | \$14,449.90 | Legal Fees Total in General Fund |
| | | \$9,325.40 – Administrative Employee Legal Issue fees |
| | | \$4,874.50 – General Legal Fees |
| | \$1,586.70 | Carver County Attorney |
| | \$91,306.60 | TOTAL TO DATE IN 2017 |

2016

The total budget for 2016 was \$10,000.00

The total expenditures for the City Attorney in 2016 was \$7,173.64 for General City Expenses.

Findings

City Attorney Expenses: Melchert, Hubert and Sjodin

In 2016, the City Attorney was under budget by \$2,826.36

In 2017, due to unforeseen circumstances, they are over budget by \$4,449.90. The unbudgeted item accounts for \$9,325.40 and other general legal accounts for \$4,874.50.

Settlement in February 2017: Dale Denn

The City paid a settlement of \$75,000 for a legal case against the City. This was coded to the City Attorney expenses budget. This was an unbudgeted expense.

Attachments:

Settlement Meeting Minutes, February 2017

MAYER CITY COUNCIL MEETING MINUTES – FEBRUARY 13th, 2017

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

PRESENT: Mayor Dodge, Council Members Butterfield, Boder, McNeilly, and Stieve-McPadden

ABSENT: None

STAFF: City Administrator Ruch-Hammond, Deputy Clerk Gildemeister, and City Attorney Hubert

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Kyle Kuntz, Todd Johnson, Jeff Vollmer, Al Roessler, Jude Lague, and Jason Kuboushek

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

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

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

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

1. Approve the Minutes for the January 23, 2017 Planning Commission Meeting.
2. Approve the Minutes for the January 23, 2017 Work Session Meeting.
3. Approve the Minutes for the October 18, 2016 EDA Meeting.
4. Approve the Minutes for the October 10, 2016 Mayer Community for a Lifetime Commission Meeting.
5. Approve the Minutes for the January 3, 2017 Planning Commission Meeting.
6. Approve the Claims for the month of February 2017.
7. Approve the Check Summary for the month of January 2017
8. Approve Resolution 2-13-2017-7 Transfer of Funds and Closure of Fund 440 Roundabout project.
9. Acceptance of Fire Fighter Resignation.
10. Approve Resolution 2-13-2017-9 Fire Fighter Daniel Martin.
11. Approve the Fire Department Report for the month ending January 2017.
12. Approve the Building Permit Report for the month ending January 2017.

CITY ADMINISTRATOR

1. **Approval of Fire Department Social Media Policy** – Council reviewed the City Attorney’s changes to the Social Media Policy for the Fire Department. Jeff Vollmer and Todd Johnson represented the Mayer Fire Department and asked Council to allow their meeting minutes to be posted on the private facebook page. Council instructed City Attorney to review the policy to make sure posting the Fire Department minutes is within the policy guidelines. Council requested Fire Department facebook page be linked with a City email and not a personal firefighter’s email. A MOTION to approve the Fire Department Social Media Policy with City Attorney’s approval of minutes and addition of the City’s email was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion Carried 5/0
2. **Approval of Resolution 2-13-2017-10 Approval of Development Agreement for Hidden Creek 7th Addition** – Council previously approved the application for final plat for the Hidden Creek 7th Addition on October 24, 2016. The final plat was subject to entering into a development agreement with the City for the construction of public improvements before signing of the final plat. Staff reviewed the agreement and

developer has signed the agreement. A MOTION to approve Resolution 2-13-2017-8 Approving Development Agreement for Hidden Creek 7th Addition was made by Council Member Boder and seconded by Council Member Stieve-McPadden. Motion Carried 5/0

3. **Approval of Rezoning of Coldwater Crossing Ordinance 214** – An ordinance amending the official zoning map of the City of Mayer from existing R-1 Low Density Residential District to a Planned Residential Development (PRD) was presented to the Council for approval. Lots 1 through 10, Block 1, Lots 1 through 13, Block 2, and Lots 1 through 5, Block 3, Coldwater 7th Addition will now be part of the PRD and subject to the regulations of Section 152.057 of the Code of Ordinances of the City of Mayer. A MOTION to approve Rezoning of Coldwater Crossing Ordinance 214 was made by Council Member Boder and seconded by Council Member McNeilly. Motion Carried 5/0
4. **Approval of Resolution 2-13-2017-10 Preliminary Plat Coldwater Crossing 7th Addition** – The property was originally preliminary platted as R-1 Low Density Residential District approximately 15 years ago and since then the preliminary plat has expired. The new owner has submitted a new preliminary plat for twenty-eight single family lots based on the same plan as previously approved. The original preliminary plat minimum lot size standards of the R-1 District were less than what is required at this time. The developer proposed that this phase of the development match the zoning from the original approval and therefore would need to be rezoned as a Planned Residential Development for the property to be known as Coldwater Crossing 7th Addition. A MOTION to approve Resolution 2-13-2017-10 Preliminary Plat Coldwater Crossing 7th Addition was made by Council Member Boder and after further discussion on the lots sizes, a second was made by Council Member McNeilly. Motion Carried 5/0
5. **Approval of Advertisement for Public Works Employee** – Staff requested approval to advertise for Public Works Worker II position for the City of Mayer. Council reviewed the job description and timeline as presented. A MOTION to approve the job description and Advertisement with the addition of a wage range of \$17.00 to \$19.00 for Public Works Employee was made by Mayor Dodge and seconded by Council Member Stieve-McPadden. Council instructed Staff to contact Anne Antenson to conduct a pay equity analysis of the position and to provide the Council with weekly updates on how many applications have been received. Motion Carried 5/0
6. **Approval of Purchase of Holiday Decorations** – The City would like to replace the remaining holiday wreaths with additional new holiday decorations. In order to replace all of the weathered wreaths currently used, the City would need to purchase 10 new holiday decorations. Staff proposed purchasing 5 new holiday decorations in 2017 and 5 in 2018. The City did budget \$2,000.00 for City beautification. Staff requested authorization to purchase 5 snowflakes for holiday decorations in the amount of \$1,270.00. A MOTION was made by Council Member Butterfield and seconded by Council Member McNeilly approving the Purchase of Holiday Decorations. Motion Carried 5/0
7. **Approval of Collaboration Agreement for the City's Share of the Enterprise License Agreement and the Environmental Systems Research Institute** – The City had discussions with Carver County about assisting in GIS mapping of the City's infrastructure. The mapping of the infrastructure will allow staff to be more efficient at locating City infrastructure and documenting maintenance records and repairs. The Collaboration Agreement with Carver County is a three year agreement with an annual cost of \$1,014.29 for the licensing of ESRI software. This agreement allows the City to be able to access the County's GIS software. Staff recommended the Mayor's signature on the Collaboration agreement and the ERSI form.

A MOTION was made by Council Member Boder to Approve the Collaboration Agreement for the City's Share of the Enterprise License Agreement and Environmental Systems Research Institute and seconded by Council Member McNeilly.

Mayor Dodge discussed his concerns that the City would be overlooked and not given first priority due to the City being a smaller community. Motion Carried 4/1 (Mayor Dodge a nay)

FOR YOUR INFORMATION

- Mayer Dodge updated the Council on the FD property and said WAFTA is going to try to deed the property back to DOD.

COUNCIL REPORTS

-

OTHER BUSINESS

- None

A MOTION was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield to close the regular council meeting at 7:14 p.m. Motion Carried 5/0

CLOSED SESSION

Discussion on Dale Denn Court File CV-16-109 – Jason Kuboushek informed the Council that a tentative settlement had been accepted by Dale Denn with terms of no admission of liability and non disparagement in the sum of \$87,500. The League of Minnesota Cities will cover \$12,500, leaving the City to pay \$75,000. A MOTION to accept Dale Denn Court File CV-16-109 settlement terms in the amount of \$87,500 with the LMC to pay \$12,500 and the City to pay the remaining \$75,000 was made by Council Member Boder with a second by Council Member McNeilly. Motion Carried 5/0

A MOTION to close the closed session meeting was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion Carried 5/0

There being no further business, a MOTION was made by Council Member Osborn and seconded by Council Member Stieve-McPadden to adjourn the meeting at 7:45 p.m. Motion Carried 5/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk



Request for Council Action Memorandum

Item: 2018 Police Contract

Meeting Date: October 9, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and make a motion approving Resolution 10-9-17-35 approving contract for police services for Calendar Year 2018.

Details:

The 2018 contract for polices services reflects a decrease of \$4,078 from the 2017 contract. There is a decrease in vehicle costs for 2018.

| Personnel Costs | 2015 | 2016 | 2017 | 2018 |
|------------------------|-------------|-------------|-------------|-------------|
| .67 Corporal | \$62,597.00 | \$63,055.00 | \$66,205.00 | \$68,652.00 |
| CSO 130 Hours | \$3,936.00 | \$4,033.00 | \$4,350.00 | \$5,022.00 |
| Vehicle Cost .67 | \$10,860.00 | \$15,480.00 | \$21,093.00 | \$13,896.00 |
| Total | \$77,393.00 | \$82,568.00 | \$91,648.00 | \$87,570.00 |

Attachments:

Resolution 10-9-17-35

2018 Police Contract

CONTRACT FOR POLICE SERVICES

Mayer

THIS AGREEMENT, made and entered into this day of , by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Mayer (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
 - 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

LIABILITY

- (a) It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subdivision 1a(a): provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing

to be responsible for acts or omissions of the other parties.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2018 to December 31, 2018. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. The Sheriff's Office has presented the City with a recommended police plan which includes the police contract rates.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2019, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us
Office: 952-361-1207
Cell: 952-457-7302

City of Mayer
Luayn Ruch-Hammond,
Administrator
413 Bluejay Ave.
Mayer, Mn. 55360
Phone: 952-657-1502

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community. The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first forty (40) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 40 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$64.17.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

PERSONNEL COST

| | |
|-----------------------|----------|
| Deputy .67 (2080 FTE) | \$68,652 |
| CSO – 130hours | \$5,022 |

VEHICLE COST

| | |
|----------------------|-----------------|
| Patrol Vehicle – .67 | <u>\$13,896</u> |
|----------------------|-----------------|

| | |
|------------------------------|----------|
| <u>TOTAL POLICE SERVICES</u> | \$87,570 |
|------------------------------|----------|

2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$43,785 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$43,785 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____, _____

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Administrator

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

Attest

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

RESOLUTION 10-9-17-35
APPROVING THE CONTRACT FOR POLICE SERVICES
FOR CALENDAR YEAR 2018
CITY OF MAYER

WHEREAS, The City of Mayer (the "City") desires to contract police services with Carver County and the Carver County Sheriff's Department; and

WHEREAS, such contracts are authorized by the provisions of Minnesota Statutes, Chapter 471.59, and the 1961 Sessions Laws, Chapter 693; and

WHEREAS, said contract will be for police services provided during the 2018 calendar year under the terms and conditions contained in the contract.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Mayer, Carver County, Minnesota, hereby approves the Contract for Police Services for 2018 calendar year, attached hereto and by said references incorporated herein in its entirety.

BE IT FURTHER RESOLVED, that the Mayer and City Administrator are hereby authorized and directed to execute said contract on behalf of the City.

Adopted this 10th day of October, 2017 by the Mayer City Council.

Margaret McCallum, City Administrator

Mchael Dodge, Mayor

10/9/17



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 9th, 2017
Item Name: Crack Sealing
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 crack sealing repairs need for 2017.

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)
 Throughout the summer City Staff has compiled a list of streets that are in need of crack sealing. These streets include: 7th St NE, Fieldstone Parkway, Harvest Curve, Sundance Run, Prairie Point, and Cinnamon Point. Staff is proposing to have Bargaen Incorporated crack seal these streets in the amount of \$11,632.00.
 City Staff has also compiled a list of larger cracks along Coldwater Crossing. Staff is proposing to have Bargaen Incorporated use "Nuvo Gap" to complete these repairs. This process will "bridge" gap resulting in a smoother ride. The cost to complete these repairs will be \$2,880.
 The total cost to complete all the necessary work will be \$14,512.00. By completing these repairs the City will increase the overall lifespan of the roads.

| <i>Bargaen Incorporated</i> | <i>M.R. Paving</i> |
|-----------------------------|------------------------------|
| Crack Sealing \$11,632 | Crack Sealing \$13,000 |
| Nuvo Gap \$2,880 | Nuvo Gap \$3,300 |
| Total Price \$14,512 | Total Price: \$16,300 |

| | |
|---|--|
| <p>FINANCIAL IMPLICATIONS: Funding Sources & Uses: Capital Outlay: \$36,800</p> <p>Budget Information: <input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required</p> | <p>ADVISORY BOARD RECOMMENDATIONS: Other</p> |
|---|--|

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

BARGEN

INCORPORATED

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

Sept. 26, 2017

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

Dear 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.

Asphalt Rubber Crack Repair

Our service crew will:

- A. rout out cracks 1" wide by 1" deep for cracks that are 40 feet apart and closer
- B. rout out cracks 1 1/4" wide by 1" deep for cracks that are 45 – 80 feet apart
- C. if the cracks are wider, they will be routed accordingly
- D. the cracks will then be cleaned with high volume blowers
- E. as a second cleaning procedure, a heatlance will be used to clean out any remaining debris and/or moisture
- F. cracks will be filled three-quarters to full
- G. after a cooling period, the cracks are filled a second time using a banding applicator
- H. this does not include any allegated areas
- I. the debris will be blown to the side of the curb, where it will be the City's responsibility to sweep up

Sealant Material

The sealant that we will use meets and exceeds the Minnesota State Spec. #3723.2 and Iowa ASTM-D6690 type II & III Spec. with the following modifications:
- 100% elongation at -20°F

Nuvo Gap Level and Fill (widened crack repair)

The existing cracks will be cleaned of debris and/or moisture using a heatlance. We will then spray apply a tack coat. The Nuvo Gap is a revolutionary rubberized hot pour patching material designed to repair wide cracks, pot holes, rutting and depressed broken-up areas in asphalt and concrete pavement surfaces. It is also ideal for use around manholes, gutters and drains. When applied properly, Nuvo Gap creates a load bearing, weather resistant, durable bond resulting in a long term pavement maintenance solution.

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

Crack Repair

- 7th Street
- Stonefield parkway from Hwy 25 to the Gravel
- Harvest Curve
- Sundance Run
- Prairie Point
- Cinnamon Point

The total price for Crack Repair will be \$11,632.00.

Nuvo Gap

- Coldwater Crossing (8 cracks)

The total price for Nuvo Gap repairs will be \$2,880.00.

The total project price for both Crack Repair and Nuvo Gap will be \$14,512.00.

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

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

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

Date of acceptance _____ PO # _____ (if applicable)

Signature _____ Signature _____

Thank you for the opportunity to provide you with information on the asphalt pavement maintenance needs in your community. I am confident that you will find the products used and the workmanship of our crew of the highest quality. I look forward to working with you in the near future.

Sincerely,



Jerry Van Dyke
BARGEN, INC.

JVD/mq

Project for City of Mayer – Crack Repair and Nuvo Gap projects

Our Mission

Bargen, Inc. is committed to excellence and, because of this, we take pride in our team of professional craftsmen. Our primary purpose is to provide knowledgeable recommendations, quality workmanship and exceptional service. Our goal is satisfied customers who have received the most value for their investment.

Website: www.bargeninc.com
Email: bargen@bargeninc.com

M.R.

PAVING & EXCAVATING, INC.

2020 N. Spring Street

P.O. Box 787

New Ulm, MN.56073

Phone (507) 354-4171

Fax (507) 359-4156

September 28, 2017

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

Asphalt Rubber Crack Repair Procedure:

- A. Rout out cracks 1" wide by 1" deep for cracks that are 40 feet apart and closer.
- B. Rout out cracks 1 ¼" wide by 1" deep for cracks that are 45 - 80 feet apart.
- C. If the cracks are wider, they will be routed accordingly.
- D. The cracks will then be cleaned with high volume blowers.
- E. As a second cleaning procedure, a heat lance will be used to clean out any remaining debris and/or moisture.
- F. Cracks will be filled three-quarters to full.
- G. After a cooling period, the cracks are filled a second time using a banding applicator.
- H. This does not include any alleged areas.
- I. The debris will be blown to the side of the curb, where it will be the City's responsibility to sweep up

Sealant Material:

The sealant that we will use meets and exceeds the Minnesota State Spec. #3723.2 and Iowa ASTM D6690 type II & III Spec. with the following modifications:

- 100% elongation at -20 degrees F

Nuvo Gap Procedure:

The existing cracks will be cleaned of debris and/or moisture using a heat lance. We will then fill the cracks with a rubberized sealant, installing an overbanding safety seal. The Nuvo Gap is a revolutionary rubberized hot pour patching material designed to repair wide cracks, pot holes, rutting and depressed broken-up areas in asphalt and concrete pavement surfaces. It is also ideal for around manholes, gutters and drains. When applied properly Nuvo Gap creates a load bearing, weather resistant, durable bond resulting in a long term pavement solution.

Crack Repair:

7th Street
Stonefield Parkway from Hwy 25 to the gravel
Harvest Curve
Sundance Run
Prairie Point
Cinnamon Point

The total price for the Crack Repair will be \$13,000.00

Nuvo Gap:

Coldwater Crossing (8 cracks)

The total price for the Nuvo Gap repairs will be \$3,300.00

The total project price for both Crack Repair and Nuvo Gap will be \$16,300.00

** Any bonds needed for this project would be extra.

Acceptance of Proposal:

Date of acceptance: _____ PO # _____

Customer Signature: _____

M.R. Paving Signature: _____ / _____

Thank you for the opportunity to provide you with a quote for your community project.

Respectfully Submitted,

Brian D. Rahe

Brian D. Rahe, Sales Mgr.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 9th, 2017
Item Name: Well #2 Inspection
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 inspection of Well #2

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

Staff is proposing to have Well #2 pulled and televised by Thein Well in the amount of \$5,400. This process is something that needs to be completed about every 5 years. Thein Well will pull the pump from the ground to make any necessary repairs. They will also televise the casing of the well to make sure there are no obstructions.

Well #2 is the City's primary Well so it is extremely important to keep it operating at its highest potential. If Well #2 were to break down Well #1 would not be able to keep up with summer demand.

| <i>Thein Well</i> | <i>McCarthy Well Company</i> |
|----------------------------|------------------------------|
| Pull and Inspect \$4,000 | Pull and Inspect: \$5,820 |
| Televise Well \$1,400 | Televise Well: No Price |
| Total Price \$5,400 | Total Price: \$5,820 |

FINANCIAL IMPLICATIONS:
Funding Sources & Uses:
Capital Outlay: \$7,500

Budget Information:
 Budgeted
 Non Budgeted
 Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

 Other

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



THEIN WELL

WELLS - PUMPS
SALES - SERVICE

P.O. BOX 778, 11355 HWY. 71 NE (ACROSS FROM RINGO LAKE)
SPICER, MINNESOTA 56288 • (320) 796-2111
www.theinwell.com • E-mail: theinwell@tds.net

Since 1993

October 3, 2017

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

Dear Kyle,

We at Thein Well Company are pleased to provide you with an estimate to pull well 2 (MN Unique #655479), televise the well and re-install the submersible pumping system:

| ITEM | UNIT | QTY | UNIT PRICE | TOTAL |
|---|------|-----|------------|-------------|
| Labor Pull, Measure, Inspect, Re-Install | LS | 1 | 4,000 | \$ 4,000.00 |
| Televise Well (Provide DVD copy to owner) | EA | 1 | 1,400 | \$ 1,400.00 |
| Total Estimated Cost | | | | \$5,400.00 |

We would plan on bringing the following replacement items with us and only replace these items after your approval, the following is replacement item pricing:

| ITEM | UNIT | QTY | UNIT PRICE | TOTAL |
|---|------|-----|------------|-------------|
| 6" X 21' T&C Black Steel Drop Pipe | EA | | 525.00 | |
| 6" Ductile Iron Check Valve | EA | 1 | 721.00 | \$ 721.00 |
| 50HP Standard 6" Submersible Motor 3600rpm | EA | 1 | 3915 | \$ 3,915.00 |
| 4/3 Submersible Wire | FT | 150 | 4.90 | \$ 735.00 |
| Miscellaneous (Splice Kit, Pipe Wrap, Tape, etc.) | | | | \$ 200.00 |

Additionally to pull and inspect the 4" (MN Unique #639219) well at the wastewater plant during the same trip as working on well 2 it would cost an additional \$600.00 plus any items found needing replacing.

Replacement items for the well at the wastewater plant:

| ITEM | UNIT | QTY | UNIT PRICE | TOTAL |
|---|------|-----|------------|-----------|
| 1/2HP 12GPM Pump and Motor single phase | EA | 1 | 779 | \$779.00 |
| 40/60 Pressure Switch | EA | 1 | 25 | \$ 25.00 |
| PC 66 Challenger 20GAL. Pressure Tank | EA | 1 | 387 | \$ 387.00 |

We hope to be of service to you. To schedule, or if you have any questions please feel free to contact Aaron Butler or myself at (800)450-8000, or via email aaron@theinwell.com; zack@theinwell.com, at your convenience.

Best Regards,

Zack Thein
Thein Well Company

CLARA CITY, MN 56222 (320) 847-3207 • MONTICELLO, MN 55362 (763) 271-4200

CERTIFIED MASTER WATER WELL CONTRACTOR

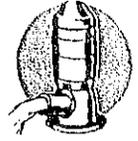
Equal Opportunity Employer

MEMBER
NGWA

MEMBER
AWWA



McCarthy WELL COMPANY



MAIN OFFICE, SHOP & YARD • 590 CITATION DR. - SUITE I • SHAKOPEE, MN 55379-1862

"There is No Substitute for Experience"

Phone: (952) 854-5333 or (888) 854-5333 • Fax: (952) 445-1950

Date: 11/18/16

Company Representative: Tim McCarthy

Attn: Kyle Kuntz

Quotation #: 202121

City of Mayer

PO Box 102

Mayer

MN 55360-0102

Remove pump #2 from well for repairs.

"QUOTATION"

McCarthy Well Co disclaims any implied or express warranties or oral representations that this work will result in water of any particular quality, quantity, or duration.

Description

I. McCarthy Well Company will furnish the necessary labor and equipment to remove the pump from the well; measure the well depth, static water level and casing depth and haul the pump to our shop for \$2,720.

II. At our shop the 50 hp Byron Jackson pump will be unloaded, disassembled, cleaned and inspected for \$380 to determine the needed repairs. We will contact you to view the pump and discuss the materials needed to properly repair the pump. Upon receipt of your approval we will repair, reassemble and load the pump for reinstallation in the well. An accurate estimate of these costs cannot be made at this time since the condition of the components will not be known until they are removed from the well, disassembled, cleaned and inspected. The cost for 6" replacement drop pipe will be \$16.82 per foot.

III. After the pump is repaired we will return to the site; chlorinate the well; reinstall the pump and test operation of the system for \$2,720.

McCarthy Well Company has performed thousands of projects like the one described above. We have the knowledge and the experience to complete the work in a first class and timely manner.

Payment Terms: Net 30 days from date of each invoice. Acceptance - If this proposal is acceptable, please sign and fax this quotation back to us at 952-445-1950. Mail the blue copy with an original signature to us at the above address. If you have any questions please call me at 952-854-5333. Please allow 2-3 weeks for delivery of the materials to our shop.

Thank You For The Opportunity To Present This Proposal!

Page 1 of 1

THIS "QUOTATION", WHEN SIGNED BY AN OFFICER OF MCCARTHY WELL COMPANY WITHIN 30 DAYS OF THE DATE HEREON, WILL BE A BINDING CONTRACT BETWEEN THE PARTIES HERETO AND GOVERNED BY THE TERMS & CONDITIONS PRINTED ON THE FACE & REVERSE SIDE HEREOF.

I Certify That I Am Legally Authorized To Purchase Materials And/Or Labor To Be Furnished.

By _____ Title _____ Date _____

McCarthy Well Company

By _____ Title _____ Date _____

Your 24 Hour Full Service Well & Pump Company

Nation's Oldest • Northwest's Largest Water Producers



Picnic Shelter & Public Works Building Relocation Site Plan Review

APPLICATION DATA

Meeting Date: October 9, 2017

Applicant/Owner: City of Mayer

Address & PID Number: 323 Shimmcor Street - 50.70000.70
413 Bluejay Avenue - 50.00106.00

Legal Description: Lot 3, Block 2, Sell Commercial Industrial Park, Carver County, Minnesota.

and

P/O E1/2 NE1/4 DESC AS: COMM AT A PT 160' N & 699' W FROM SE CORN NE1/4 SAID PT BEING ON N LINE OF RR TH N ALONG W LINE OF LOTS 7-12 BLK 1 HAUETERS ADDN 880' TO PT OF BEG TH E APPROX 333' TH N 530' TH W 333' TH S 530' TO BEG

ACTION REQUESTED

To approve, deny or to table a site and building plan review for the new picnic shelter to be located in Old Schoolhouse Park and the relocation of the public works building from Old Schoolhouse Park to 323 Shimmcor Street.

BACKGROUND DATA

Future Land Use

Classification: Both properties are designated Existing MUSA Infill/Redevelopment on the future land use map and the proposed picnic shelter in Old Schoolhouse Park and the public works building are allowed under this designation.

Zoning

Classification: The picnic shelter to be located in Old Schoolhouse Park is zoned P/I Public/Institutional District and the public works site located in the Sell Commercial Industrial Park is zoned (C/I) Commercial/Industrial District. The following lists show the required and proposed or existing minimum setback requirements for structures within the C/I and P/I districts.

| <u>C/I Commercial/Industrial</u> | <u>Requirement</u> | <u>Proposed</u> |
|----------------------------------|--------------------|------------------------------|
| Front yard setback: | 30 feet | Over 30 feet |
| Rear yard setback: | 30 feet | 36.5 feet |
| Side yard setback: | 20 feet | Over 20 feet both side yards |
| Lot coverage: | 85% | Under 85% |
| Building Height: | 40 feet | under 40 feet |

| <u>P/I Public/Institutional</u> | <u>Requirement</u> | <u>Proposed</u> |
|---------------------------------|--------------------|-----------------|
| Front yard setback: | 30 feet | over 30 feet |

| | | |
|--------------------|---------|--|
| Rear yard setback: | 30 feet | Unknown, however the property adjacent to the rear yard is also part of Old Schoolhouse Park |
| Side yard setback: | 30 feet | over 30 feet |
| Lot coverage: | 85% | under 85% |
| Building Height: | 40 feet | under 40 feet |

Comments

Received: No comments from the public have been received as of the date of the this memo.

Background: Plans have been submitted to construct a new picnic shelter at Old Schoolhouse Park in the general location of the current public works building that is located at the park. The existing public works storage building will be relocated to the public works facility located at 323 Shimmcor Street in the Sell Commercial Industrial Park. Per section 152.029 of the zoning ordinance, buildings shall not be relocated or moved within the city without a site plan review. The City shall not approve the site plan for the moving of a building without certifying the following:

1. The building or structure is compatible in appearance, age and character with existing buildings and structures in the area of the relocation destination.
2. The building or structure meets all code requirements for new buildings or structures.
3. The building or structure is compatible with any other buildings or structures existing on the same property.
4. The building or structure meets all other requirements of this chapter and any other city ordinances.

Site plan reviews are also required for any new structures except single family residential so the new picnic shelter will also be part of the site plan review process.

The site plan review requirements are listed under Section 152.031 of the zoning ordinance. Site plan review requires the following submittal requirements.

- (1) *Boundary survey of parcel including identification of all monuments.*
- (2) *Scaled location of all buildings, structures, driveways, sidewalks, trails, parking stalls, and curbing.*
- (3) *Scaled identification of all setback dimensions from property lines.*
- (4) *Scaled locations of all existing and proposed utilities and easements.*
- (5) *Scaled depictions of floor plans for each story.*
- (6) *Scaled depictions of each building elevation and descriptions of exterior building materials and color schemes.*
- (7) *Scaled site grading plans, including erosion and sedimentation control mechanisms and procedures.*
- (8) *Scaled delineations of any shoreland, floodplain, or wetland areas on the site.*
- (9) *Identification of any floodplain or wetland encroachments and detailed mitigation plans.*
- (10) *Detailed landscape plans, illustrating size, types, and locations of all materials, a description of site seeding or sodding, a description of the timetable for site landscaping, and the identification of any irrigation systems.*
- (11) *Detailed descriptions of any site fencing, including type, location and height.*
- (12) *All plans shall be dated and shall bear the name(s) of the preparer(s), including professional registrations or certifications when appropriate or required.*

Since the property the public works building is being relocated to is zoned C/I district, additional design standards for the C/I district must be followed. Section 152.060 (E) of the zoning ordinance states that building face materials, which rapidly deteriorate or become unsightly such as galvanized metal, unfinished structural clay shall not be used. The lower 30% of the exterior front of all buildings, as measured from ground

elevation, facing the main access street shall consist of materials comparable in grade and quality to the following: brick; natural stone; pre-cast concrete units and concrete block, provided that surfaces are molded, serrated or treated with a textured material in order to give the wall surface a three-dimensional character; and wood, provided surfaces are finished for exterior use and only woods of proven exterior durability such as cedar, redwood and cypress. The 30% requirement may be varied as determined appropriate to accommodate taller buildings or new buildings constructed next to or in the immediate vicinity of other buildings in order to provide a uniform and consistent effect for the area and the building proposed to be relocated to this site will be considered an accessory building to the principal structure. If material other than those listed above or a variance for the 30% requirement is proposed, it shall be subject to review and approval by the Planning Commission. A picture of the building is shown below.



At the October 3, 2017 Planning Commission meeting, the Planning Commission voted 6-0 to recommend approval of the new picnic shelter to be located at Old Schoolhouse Park and to relocate the existing public works building at Old Schoolhouse Park to 323 Shimmcor Street with the conditions included in this memo. Two of those conditions were added by the Planning Commission. The conditions added were:

Roof Materials. That the roof of the picnic shelter is a steel roof rather than a shingled roof.

Colors. That the exterior colors for the picnic shelter are earth tone colors.

**Building
Materials:**

The applicant will be required to satisfy the building design standards under section 152.101 of the zoning ordinance for the new picnic shelter. The language under this section states: "*Buildings located in the C-1, C-2, and P/I Districts shall include combinations of exterior building materials that achieve a higher standard of design and aesthetic appearance. Architectural controls, including but not limited to steep-pitch roofs, window and door treatments, awnings, wainscoting, and color bands, are encouraged in all buildings and may be considered in lieu of combinations of exterior materials.*" The building elevations and floor plan are attached as Exhibit F and the picnic shelter does meet the building design standards of the zoning ordinance.

**Off-Street
Parking:**

The applicant is proposing to relocate the public works building to the site in the Sell Commercial Industrial Park. The proposed use would be classified as other industry under the zoning ordinance, which requires one off-street parking space for every 1,000 square feet of gross floor area. The building is thirty feet by sixty feet or 1,800 square feet which would require two additional off-street parking stalls. At this time the site can accommodate two additional off-street parking stalls and sufficient parking is in place.

Landscaping:

A landscape plan is required under section 152.092 of the zoning ordinance. The landscape plan should include the following.

1. *General.* Name and address of developer/owner; name and address of landscape architect; date of plan preparation; date and description of all revisions; name of project or development.
2. *Site plan.* A scale drawing of the site based upon a survey of property lines with indication of scale and north point; name and right-of-way of proposed and existing streets; location of all proposed utility easements and rights-of-way; location of existing and proposed buildings; parking areas; water bodies; proposed sidewalks; percent of site covered by impervious surface.
3. *Landscape plan.* A scale drawing of proposed landscaping for the site based upon a survey of property lines with indication of scale and north point; existing and proposed topographic contours at two-foot contour intervals; details of proposed planting beds and foundation plantings; location and identification of all planting (trees, shrubs, flowers, ground cover, and the like); details of fences, tie walls planting boxes, retaining walls, tot lots, picnic areas, berms, and other landscape improvements, location of landscape islands and planter beds with identification of plant materials used; and location and details of irrigation systems.
4. *Planting schedule.* A table containing the common names and botanical names, size of plant materials, root specifications, quantities, and special planting instructions.

Landscaping requirements are required in the C/I district as follows

1. One over-story tree for every 30 feet of street frontage. (6 required since there is 180.69 feet of street frontage)

More than six trees are already located on the property so the landscaping requirements are satisfied.

**Outdoor
Storage:**

All materials, supplies, merchandise or other similar matter not on display for direct sale, rental or lease to the ultimate consumer or user, except those items exempt under section 152.090 of the zoning ordinance, shall be stored within a completely enclosed building or within the confines of a 100% opaque wall or fence not less than six feet or more than eight feet in height. Such a screen wall or fence shall be designed and

constructed as to be architecturally harmonious with the principal structure and located so as to not extend within twenty-five feet of any street. Landscaping (trees, shrubs, grass and other plantings) shall be on the right-of-way side of any screening or fencing. A screen planting may be substituted for a screen wall or fence at the discretion of the City Council, provided that any such screen planting shall fulfill the foregoing height and opacity requirements throughout each season of the year within 24 months after date of planting, and that no such screen planting shall be located across any existing easements.

Surface Water Management:

Stormwater management for the site is provided by a regional system constructed with the initial improvements for the Sell Commercial Industrial Park. The City Engineer will review and comment on any surface water management related questions.

Signage: No signage is being proposed at this time.

Miscellaneous Provisions:

All general lighting employed on site must be directed away from adjoining properties. Direct or reflected glare from flood lights and spot lights, as differentiated from general illumination on the site, shall not be visible beyond the subject parcel. Noise and vibration generated from any use shall be in compliance with and regulated by the MPCA rules.

CONDITIONS

Site and Building Plan Review

The following conditions are recommended to be included if the City Council recommends approval of the site and building plan for the relocation of the building works building to 323 Shimmcor Street and the construction of a new picnic shelter. These conditions may be subject to modification depending upon the outcome at the City Council meeting.

1. **Building Design Standards.** That the building design shall meet the requirements of section 152.060 (C/I) Commercial/Industrial District (E) Special Requirements and 152.101 Building Design Standards of the zoning ordinance.
2. **Signage.** That any proposed signage meet the standards set forth in Sections 152.120 through 152.133 of the City Code and that all required sign permits are issued prior to installation of any signage.
3. **Lighting.** All general lighting employed on site must be directed away from adjoining properties. Direct or reflected glare from flood lights and spot lights, as differentiated from general illumination on the site, shall not be visible beyond the subject parcel.
4. **Noise and Vibration.** Noise and vibration generated from any use shall be in compliance with and regulated by the MPCA rules.
5. **Outdoor Storage.** Any outdoor storage shall meet the requirements of section 152.090 Outdoor Storage and section 152.091 Screening the Zoning Ordinance.
6. **Stormwater Management.** Stormwater shall be managed in accordance with the National Urban Runoff Program (NURP) standards for the design of new stormwater ponds. The provisions of the Minnesota Pollution Control Agency's urban "best management practices," titled "Protecting Water Quality in Urban Areas," shall be used to review any proposed development in order to reduce non-point source pollutant loadings in stormwater runoff.
7. **Building Permit.** All building permits that are required, shall be approved, paid for and issued prior to construction.

8. **Permits.** That all appropriate permits for the sanitary sewer main, water main and stormwater management are in place prior to construction, if needed. This could include, but not limited to, the NPDES permit from the MPCA, a sanitary sewer main permit from the MPCA and a watermain permit from the Department of Health.
9. **Roof Materials.** That the roof of the picnic shelter is a steel roof rather than a shingled roof.
10. **Colors.** That the exterior colors for the picnic shelter are earth tone colors.

CITY COUNCIL ACTION REQUIRED

After review and discussion by the members of the City Council, a motion is in order to approve, deny or to table the site and building plan review request.

Possible action items - Site and Building Plan Review

1. Approve the site and building plan review subject to conditions.
2. Table the site and building plans review to a date specific, and provide the applicant with direction on the issues that have been discussed.
3. Deny the site and building plan review.

If you have any questions relating to the site and building plan review for the public work building relocation and the new picnic shelter at Old Schoolhouse Park prior to the City Council meeting, please feel free to contact me at: jandersonmdg@gmail.com or call direct at 952-855-4596.

Sincerely,

MUNICIPAL DEVELOPMENT GROUP, LLC

John Anderson, Associate
Consulting Planner, City of Mayer

LIST OF ATTACHMENTS

- Exhibit A - Aerial Location Map for 323 Shimmcor Street
- Exhibit B - 323 Shimmcor Street Certificate of Survey dated August 10, 2017
- Exhibit C - Aerial Location Map for Old Schoolhouse Park
- Exhibit D - Picnic Shelter Location Map
- Exhibit E - Old Schoolhouse Park Sanitary Sewer Profile/Site Plan dated September 8, 2017
- Exhibit F - Building Elevations & Floor plan dated September 8, 2017

Exhibit A - Aerial Location Map for 323 Shimmcor Street



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: 9/25/2017

Exhibit B - 323 Shimmcor Street Certificate of Survey dated August 10, 2017

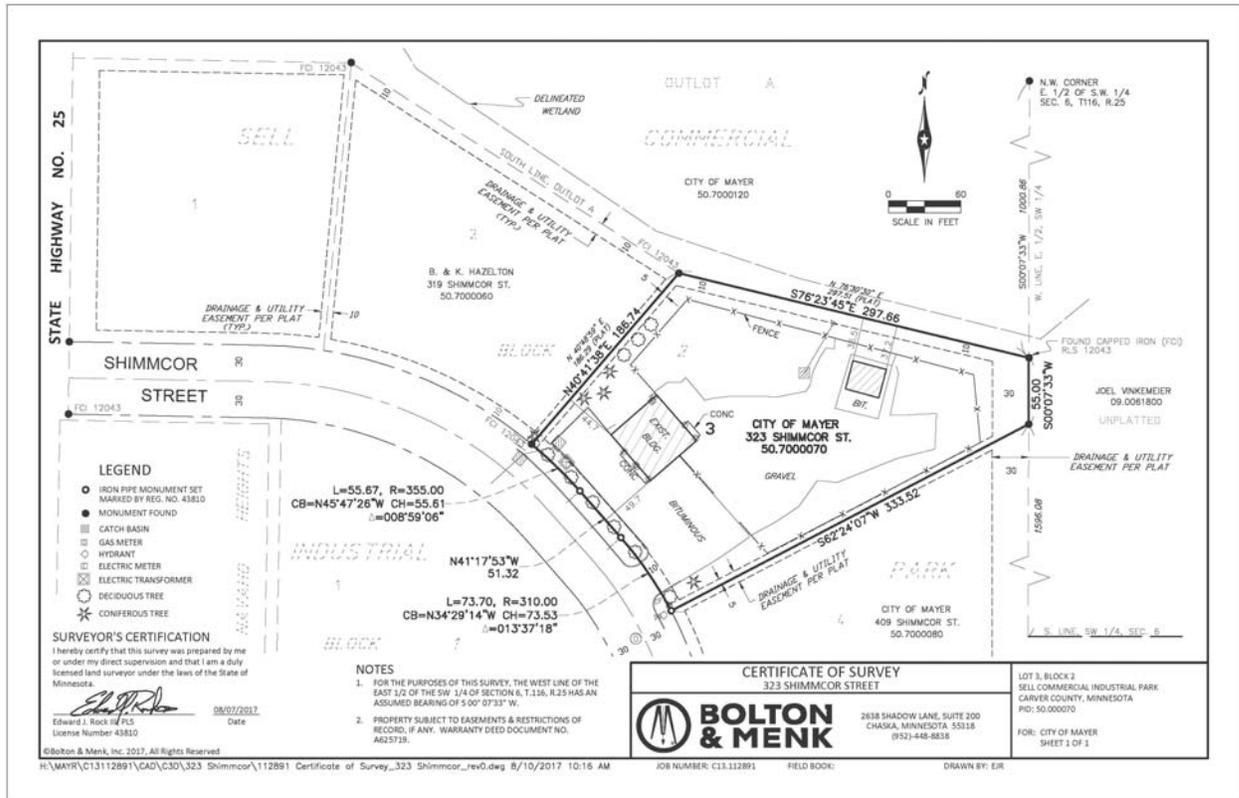


Exhibit C - Aerial Location Map for Old Schoolhouse Park



The 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: 9/25/2017

Exhibit D - Picnic Shelter Location Map



Exhibit E - Old Schoolhouse Park Sanitary Sewer Profile/Site Plan dated September 8, 2017

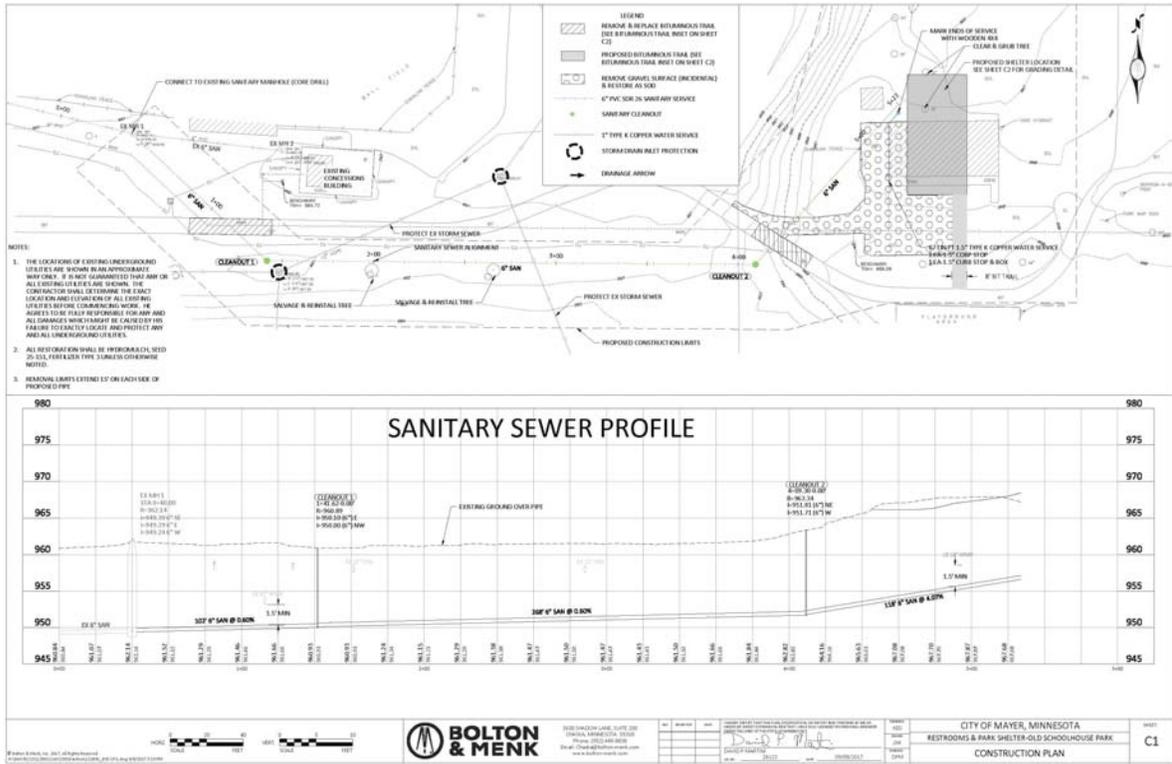
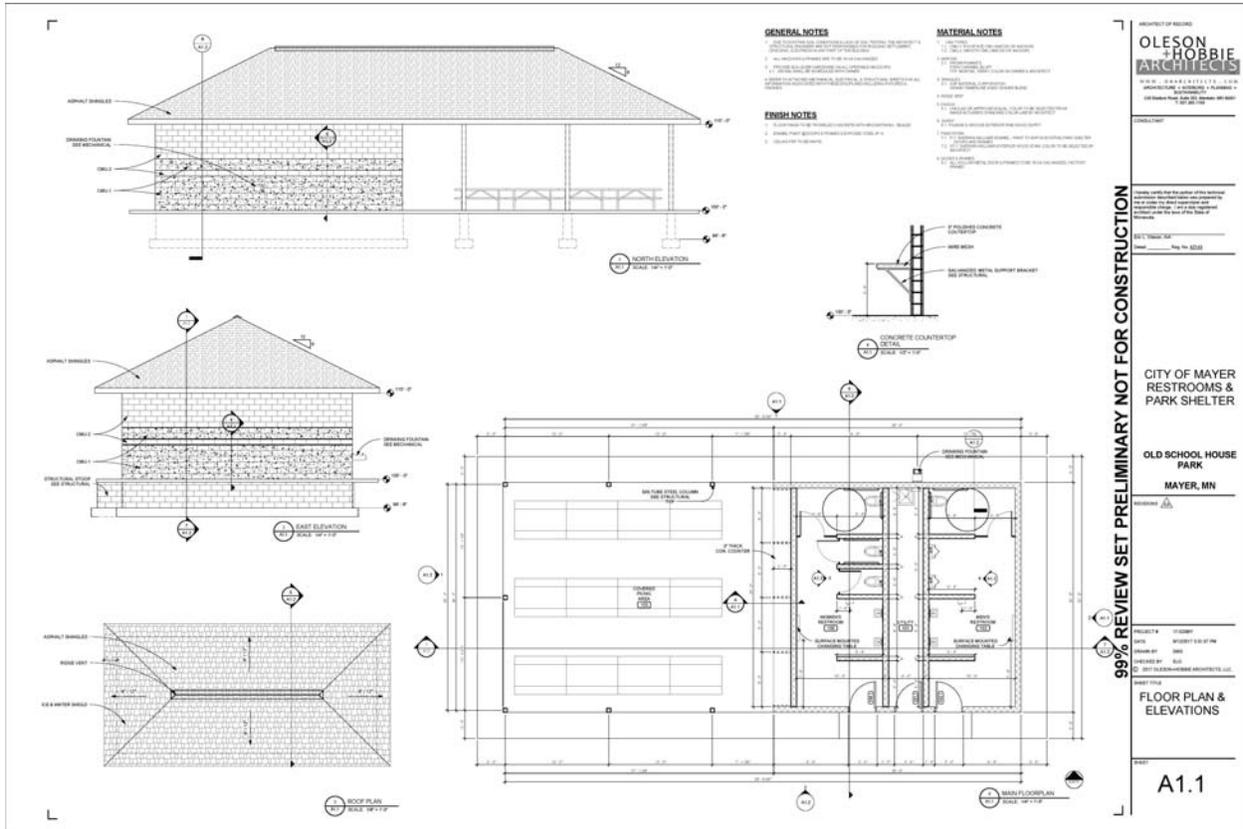


Exhibit F - Building Elevations & Floor plan dated September 8, 2017



99% REVIEW SET PRELIMINARY NOT FOR CONSTRUCTION

ARCHITECT OF RECORD
OLESON HOBBIE ARCHITECTS
 1000 W. WASHINGTON ST. SUITE 100
 MINNEAPOLIS, MN 55401
 TEL: 612.338.1111
 FAX: 612.338.1112

CITY OF MAYER
 RESTROOMS & PARK SHELTER

OLD SCHOOL HOUSE PARK
 MAYER, MN

PROJECT # 170001
 DATE: NOVEMBER 2016
 DRAWN BY: JAD
 CHECKED BY: JAD
 DESIGNED BY: JAD
 2017 OLESON-HOBBIE ARCHITECTS, LLC

FLOOR PLAN & ELEVATIONS

A1.1

**CITY OF MAYER
CITY COUNCIL RESOLUTION 10-9-17-36**

RESOLUTION APPROVING THE SITE PLAN FOR THE NEW PICNIC SHELTER AT OLD SCHOOLHOUSE PARK AND THE RELOCATION OF THE EXISTING PUBLIC WORKS BUILDING AT OLD SCHOOLHOUSE PARK TO 323 SHIMMCOR STREET

WHEREAS, the City of Mayer (the "Applicant" and "Owner"), has submitted a request for site and building plan approval for a new picnic shelter to be located at Old Schoolhouse Park and the relocation of a public works building from Old Schoolhouse Park to property located in the Sell Commercial Industrial Park in conformance with Section 152.031 of the Zoning Ordinance relating to site plan review on property located at 323 Shimmcor Street, with a PID number of 50.70000.70 and property located at 413 Bluejay Avenue, with a PID number of 50.00106.00 (the "Property"); and

WHEREAS, the Property where the picnic shelter is to be constructed is zoned (P/I) Public Institutional District and the Property in the Sell Commercial Industrial Park is zoned (C/I) Commercial/Industrial District; and

WHEREAS, both Properties are designated Existing MUSA Infill/Redevelopment on the future land use map and no building permit shall be issued until a site and building plan has been reviewed and approved by the City; and

WHEREAS, the proposed use of a picnic shelter is a permitted use in the (P/I) Public Institutional District and the proposed use of a public works accessory storage building is a permitted use in the (C/I) Commercial/Industrial District; and

WHEREAS, a copy of the proposed site plan materials and application were available at the City Offices for public viewing; and

WHEREAS, section 152.031 of the Zoning Ordinance outlines Information Requirements and Procedure for site plan approval; and

WHEREAS, the Planning Commission reviewed the site plans at the October 3, 2017 Planning Commission meeting at which time they recommended approval of the site and building plans, subject to conditions, on a 6-0 vote; and

WHEREAS, the City Council reviewed the site plans on October 9, 2017; and

WHEREAS, the City Council makes the following findings of fact in support of granting approval of the site plans:

- A. The legal description of the subject properties is: Lot 3, Block 2, Sell Commercial Industrial Park, Carver County, Minnesota.

and

P/O E1/2 NE1/4 DESC AS: COMM AT A PT 160' N & 699' W FROM SE CORN NE1/4 SAID PT BEING ON N LINE OF RR TH N ALONG W LINE OF LOTS 7-12 BLK 1 HAUETERS ADDN 880' TO PT OF BEG TH E APPROX 333' TH N 530' TH W 333' TH S 530' TO BEG

- B. The Planning Report dated September 25, 2017 shall be the governing document which includes the following Exhibits:

Exhibit A - Aerial Location Map for 323 Shimmcor Street

Exhibit B - 323 Shimmcor Street Certificate of Survey dated August 10, 2017

Exhibit C - Aerial Location Map for Old Schoolhouse Park
Exhibit D - Picnic Shelter Location Map
Exhibit E - Old Schoolhouse Park Sanitary Sewer Profile/Site Plan dated September 8, 2017
Exhibit F - Building Elevations & Floor plan dated September 8, 2017

- C. The aerial Location Map for 323 Shimmcor Street is attached as Exhibit A.
- D. The certificate of survey for 323 Shimmcor Street dated August 10, 2017 is attached as Exhibit B.
- E. The aerial location map for Old Schoolhouse Park is attached as Exhibit C.
- F. The picnic shelter location map is attached as Exhibit D.
- G. The Old Schoolhouse Park Sanitary Sewer Profile/Site Plan dated September 8, 2017 is attached as Exhibit E.
- H. The Building Elevations & Floor plan dated September 8, 2017 are attached as Exhibit F.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mayer, Minnesota, that it hereby approves the site plan for a new picnic shelter to be located at Old Schoolhouse Park and the relocation of the existing public works building from Old Schoolhouse Park to 323 Shimmcor Street, subject to the following conditions:

1. Building Design Standards. That the building design shall meet the requirements of section 152.060 (C/I) Commercial/Industrial District (E) Special Requirements and 152.101 Building Design Standards of the zoning ordinance.
2. Signage. That any proposed signage meet the standards set forth in Sections 152.120 through 152.133 of the City Code and that all required sign permits are issued prior to installation of any signage.
3. Lighting. All general lighting employed on site must be directed away from adjoining properties. Direct or reflected glare from flood lights and spot lights, as differentiated from general illumination on the site, shall not be visible beyond the subject parcel.
4. Noise and Vibration. Noise and vibration generated from any use shall be in compliance with and regulated by the MPCA rules.
5. Outdoor Storage. Any outdoor storage shall meet the requirements of section 152.090 Outdoor Storage and section 152.091 Screening the Zoning Ordinance.
6. Stormwater Management. Stormwater shall be managed in accordance with the National Urban Runoff Program (NURP) standards for the design of new stormwater ponds. The provisions of the Minnesota Pollution Control Agency's urban "best management practices," titled "Protecting Water Quality in Urban Areas," shall be used to review any proposed development in order to reduce non-point source pollutant loadings in stormwater runoff.
7. Building Permit. All building permits that are required, shall be approved, paid for and issued prior to construction.
8. Permits. That all appropriate permits for the sanitary sewer main, water main and stormwater management are in place prior to construction, if needed. This could include, but not limited to, the NPDES permit from the MPCA, a sanitary sewer main permit from the MPCA and a watermain permit from the Department of Health.
9. Roof Materials. That the roof of the picnic shelter is a steel roof rather than a shingled roof.

10. Colors. That the exterior colors for the picnic shelter are earth tone colors.

Adopted by the Mayer City Council this 9th day of October, 2017.

Mayor Mike Dodge

Attest:

Margaret McCallum, City Administrator

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Published:

Filed with Carver County:

Attachments:

Exhibit A - Aerial Location Map for 323 Shimmcor Street

Exhibit B - 323 Shimmcor Street Certificate of Survey dated August 10, 2017

Exhibit C - Aerial Location Map for Old Schoolhouse Park

Exhibit D - Picnic Shelter Location Map

Exhibit E - Old Schoolhouse Park Sanitary Sewer Profile/Site Plan dated September 8, 2017

Exhibit F - Building Elevations & Floor plan dated September 8, 2017

Exhibit A - Aerial Location Map for 323 Shimmcor Street



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: 9/25/2017

Exhibit B - 323 Shimmcor Street Certificate of Survey dated August 10, 2017

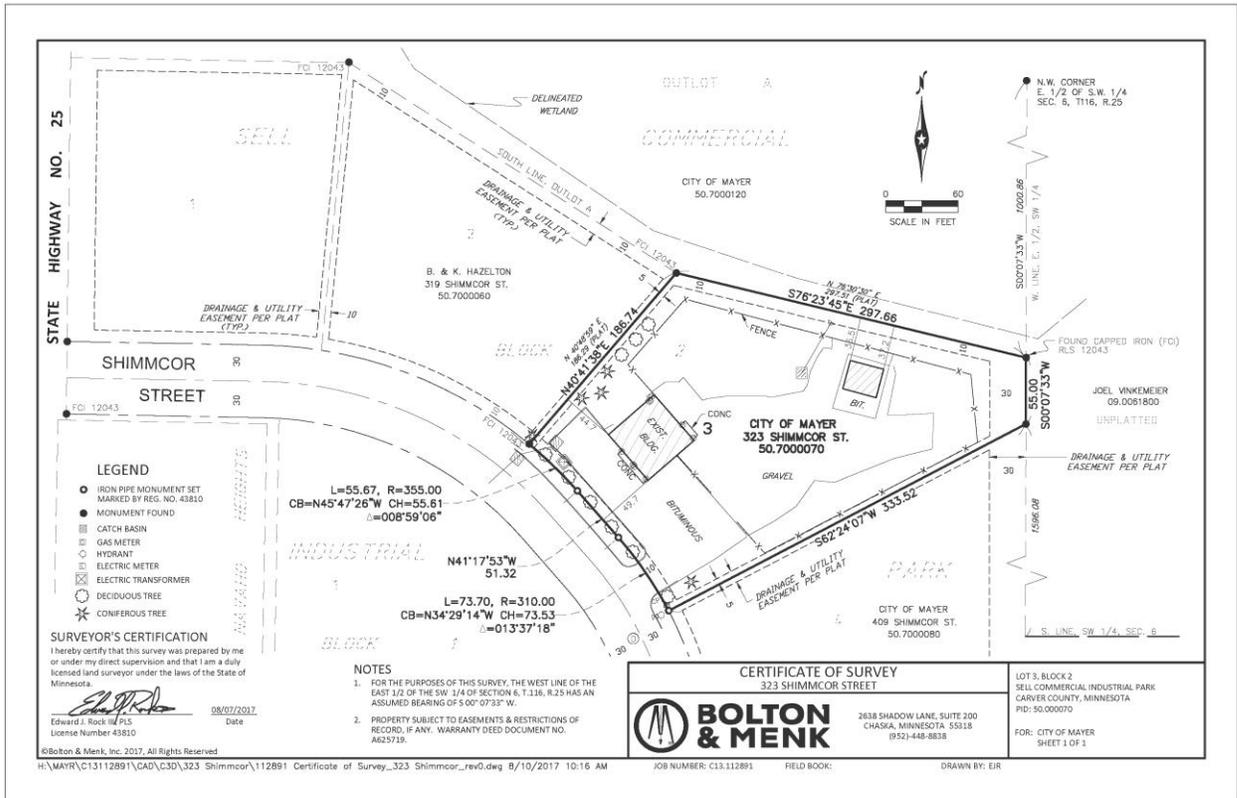


Exhibit C - Aerial Location Map for Old Schoolhouse Park



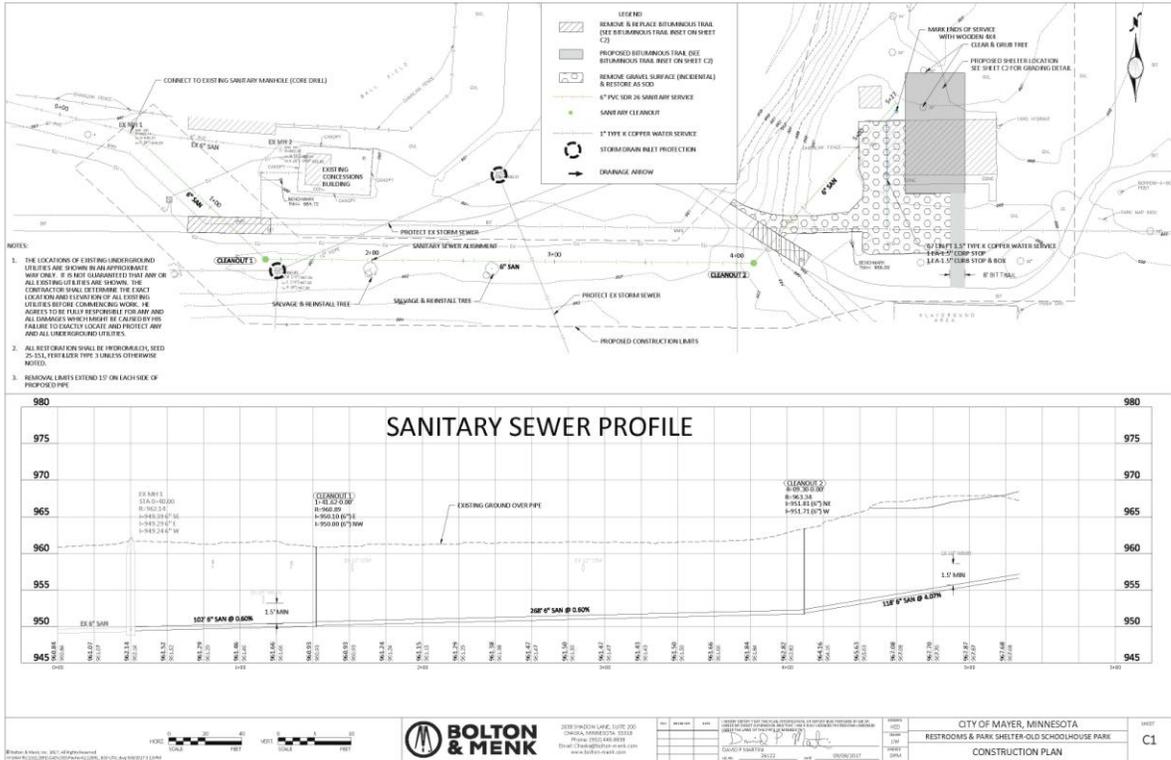
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Map Date: 9/25/2017

Exhibit D - Picnic Shelter Location Map



Exhibit E - Old Schoolhouse Park Sanitary Sewer Profile/Site Plan dated September 8, 2017





Request for Council Action Memorandum

Item: Township Fire Contracts

Meeting Date: October 9, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

The make a motion approving the Fire Contracts amounts with Camden, Hollywood, Waconia, and Watertown Townships and authorizing the Mayor's signature on the contracts.

Details:

The Fire Contracts with the townships is an annual contract that provides for fire services for the year.

The City calculates the fee for services that is due to the City by the number of parcels with buildings served in each township. Staff has township officials verify the number of parcels before calculating the fees. Attached is the breakdown of the amounts for each township.

For 2018, the townships will pay 27.14% of the operating budget of the fire department. They will pay roughly 34% of the fire truck payment.

Staff is recommending the approval of the contract amounts and authorization of the Mayor's signature on the contracts.

Attachments:

Contract Template

Expenditure Breakdown

MAYER FIRE DEPARTMENT
2018 BUDGET FIRE CONTRACT BREAKDOWN

2018 FIRE DEPARTMENT BUDGET: \$184,775.00
WITH DEBT: \$226,971.00

| | Parcels | | | % of Contract |
|---------------|---------|------|------|---------------|
| | 2016 | 2017 | 2018 | By Parcel |
| City of Mayer | 704 | 743 | 776 | 72.86% |
| Camden | 70 | 71 | 71 | 6.67% |
| Hollywood | 70 | 70 | 70 | 6.57% |
| Waconia | 74 | 74 | 74 | 6.95% |
| Watertown | 71 | 72 | 74 | 6.95% |
| | 989 | 1030 | 1065 | 100.00% |

| TOTAL | Expenses | Truck Payment | Total Contract |
|---------------|--------------|---------------|----------------|
| City of Mayer | \$134,634.18 | \$27,733.60 | \$162,367.78 |
| Camden | \$12,318.33 | \$3,615.60 | \$15,933.93 |
| Hollywood | \$12,144.84 | \$3,615.60 | \$15,760.44 |
| Waconia | \$12,838.83 | \$3,615.60 | \$16,454.43 |
| Watertown | \$12,838.83 | \$3,615.60 | \$16,454.43 |
| | \$184,775.00 | \$42,196.00 | \$226,971.00 |

CITY OF MAYER
 413 BLUEJAY AVENUE
 MAYER, MN 55360
 PHONE: 952-657-1502

FIRE SERVICE CONTRACT FOR 2018

This Fire Service Contract for 2018 (the “Agreement”), made by and between the City of Mayer, Carver County, Minnesota and _____ Township, Carver County, Minnesota, dated October 9, 2017 in consideration of the payment of the sum of _____ to the City of Mayer, Carver County, Minnesota, by _____ Township, Carver County, Minnesota , through its duly elected officers, the City of Mayer agrees to have its fire department answer any and all fire and emergency calls to _____ Township and will respond to such calls with suitable apparatus, and render all assistance possible in the saving of life and property, subject to the rules and regulations adopted by the Mayer Fire Department, which rules and regulations are made a part hereof by reference, for such portion of _____ Township, for the year of 2018, described as follows:

SECTIONS: 19, 29, 30, 31, 32, & 33

The said fire protection service shall be furnished by the City of Mayer for the annual consideration as determined by result of the application of the following:

The Fire Department Fair Share Formula is per unit calculation for the 2018 budget.

Semi-annual payments to the contract will be made in July and December of the contract year.

| | Parcels | | | % of Contract By Parcel |
|---------------|---------|------|------|----------------------------|
| | 2016 | 2017 | 2018 | |
| City of Mayer | 704 | 743 | 776 | 72.86% |
| Camden | 70 | 71 | 71 | 6.67% |
| Hollywood | 70 | 70 | 70 | 6.57% |
| Waconia | 74 | 74 | 74 | 6.95% |
| Watertown | 71 | 72 | 74 | 6.95% |
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| TOTAL | Expenses | Truck Payment | Total Contract |
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| Watertown | \$12,838.83 | \$3,615.60 | \$16,454.43 |
| | <u>\$184,775.00</u> | <u>\$42,196.00</u> | <u>\$226,971.00</u> |

The Mayer Fire Department agrees to answer any fire calls and emergency calls of the purpose of fighting fires which occur in the portion of _____ Township above described. No liability shall be incurred by the City of Mayer for loss or destruction of any property by fire or for damage thereto resulting from smoke, water, or explosion, for any reason contributory or otherwise, and more particularly because of inability of said Mayer Fire Department to respond to a fire call because of loss or failure of truck and apparatus, adverse weather and road conditions, previous call for said service, or for any other reason whatsoever.

The City of Mayer agrees to the creation of a Fire Board, made up of contracting Township members and representatives of the City of Mayer. The Fire Board will meet the 5th Monday of a month.

The City of Mayer agrees to defend and indemnify _____ Township against any claims brought or actions filed against _____ Township, or any officer, employee, or volunteer of _____ Township for injury to, death of, or damage to, the property of any third person or persons arising from the performance and provision of the obligations of the City of Mayer assumed pursuant to this Agreement.

Under no circumstances, however, shall either party to this Agreement be required to pay on behalf of itself and other party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all parties may not be added together to determine the maximum amount of liability for any party.

The intent of this section is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

IN TESTIMONY WHEREOF, The City of Mayer has caused this Agreement to be executed by its Mayor and City Clerk this 9 day of October, 2017.

CITY OF MAYER

TOWNSHIP OF _____

By _____

By _____

Mayor

Chairman

By _____

By _____

Clerk

Clerk

Date _____

Date _____



Request for Council Action Memorandum

Item: For Your Information: Letter from Resident

Meeting Date: October 9, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review a letter that was sent to the City from residents, Barney and Claire Johnson, at 1123 Hidden Creek Boulevard.

Details:

The residents' letter expressed concerns over the building of a four season porch and deck at the neighboring property.

The old deck on the property was a 12' by 12' structure.

The new deck is a four season porch with a deck addition with a total size of 20' by 21.5' with a staircase.

The new structure did meet building code.

The new structure met the requirements of the zoning code as well with regards to setbacks and additions.

If it meets the code, a public hearing and notice to the neighboring properties is not required. The only circumstance in which this is necessary is if a variance to the code is requested.

Attachments:

Previous Deck Drawings for 1127 Hidden Creek Boulevard

New Four season porch and deck drawings at 1127 Hidden Creek Boulevard

Letter from Barney and Claire Johnson at 1123 Hidden Creek Boulevard

September 24, 2017

Barney & Claire Johnson
1123 Hidden Creek Blvd
Mayer, MN 55360

The Honorable Mike Dodge
Mayor of Mayer
2064 Old Schoolhouse Road
Mayer, MN 55360

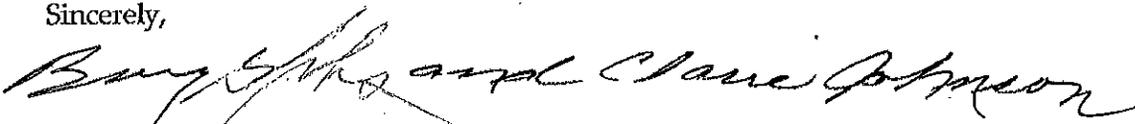
Mayor Dodge,

We are disappointed that the City of Mayer would permit the oversized addition at 1127 Hidden Creek Blvd. It gives our neighbors an unparalleled observation deck into our living spaces, including our bathroom. We have already had to take expensive steps to insure our privacy, and we'll still have to take more.

While the addition may satisfy all the legal requirements – we're still researching this – it's clear that Richard Almich, the interim city administrator, mistakenly believed that the new construction was the same size as the structure it replaced. That's certainly not true. The old structure was a 14'x14' open deck with no staircase. The new structure is 20'x21.5' with a large staircase. That's a change from 196 square feet to 430 square feet. Because we are on a curve in Hidden Creek Blvd our house sits forward of those on either side of us. The extra 7 feet of depth and proximity of our houses gives these neighbors an open view into our living spaces.

Even if this construction meets all legal requirements, we suggest the city consider amending its permitting process so that if a replacement structure is going to exceed the old structure by more than 10% that notice ought to be given to immediate neighbors and provide those neighbors with a public hearing to examine the plans and provide input. We would be more than happy to meet with the city council and provide photographs of the construction and its intrusion on our privacy. But pictures don't do it justice, so we invite you and all the members of the city council to step into my back yard to see for yourselves how intrusive it is (Erik Boder has already kindly done so.)

Sincerely,

A handwritten signature in black ink that reads "Barney and Claire Johnson". The signature is written in a cursive, flowing style.

Barney & Claire Johnson

Home Depot # 2808
1705 ANNAPOLIS LANE, PLYMOUTH, MN 55441
(763) 509-9590
Sat Apr 10 12:31:03 2004
The materials for this project will cost \$1267.76

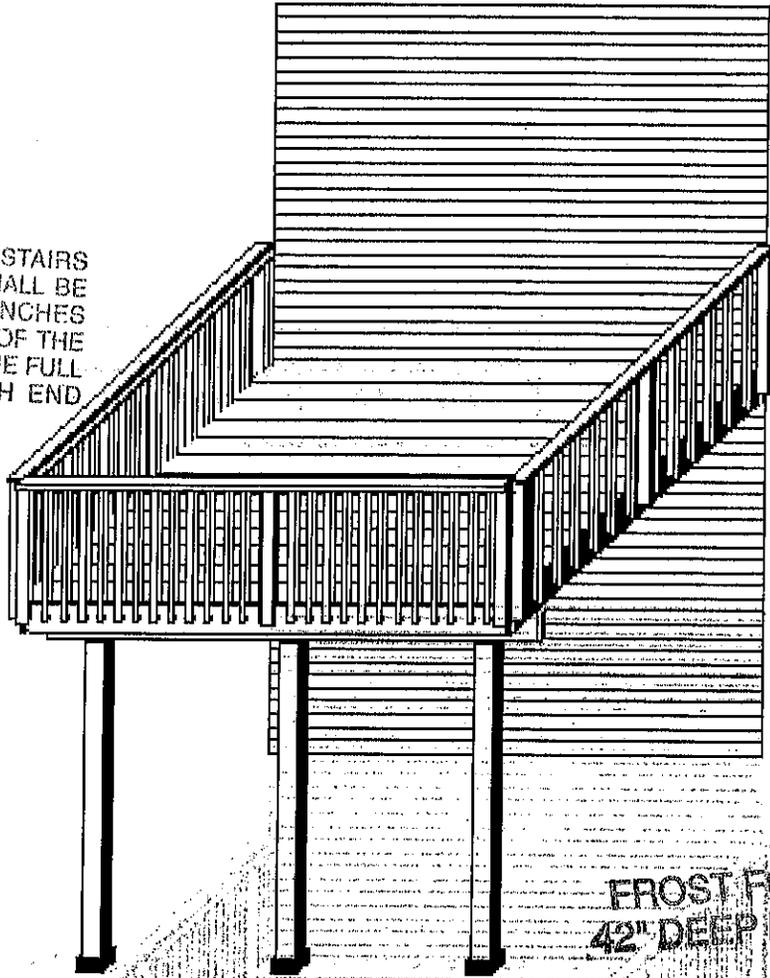
CITY FILE COPY

BRYAN HAUGEN
DECK
183051
3D View

CAULKING AND FLASHING
AT ALL EXTERIOR OPENINGS

GUARD RAILING
36" MIN. HEIGHT
4" MAX, SPACING

4 RISERS OR MORE IN RESIDENTIAL STAIRS
REQUIRES A HANDRAIL. HANDRAILS SHALL BE
PLACED 34 INCHES MINIMUM OR 38 INCHES
MAXIMUM HEIGHT ABOVE THE NOSING OF THE
TREADS AND SHALL BE CONTINUOUS THE FULL
LENGTH OF THE STAIRS WITH EACH END
RETURNED TO THE WALL.



LUMBER MUST BE REDWOOD, CEDAR
OR TREATED

FROST FOOTING
42" DEEP MINIMUM

DO NOT HANG DECK FROM CANTILEVER
LEVER OF HOUSE UNLESS FLOOR
JOISTS/TRUSSES ARE ENGINEERED
TO CARRY ADDITIONAL DECK LOAD

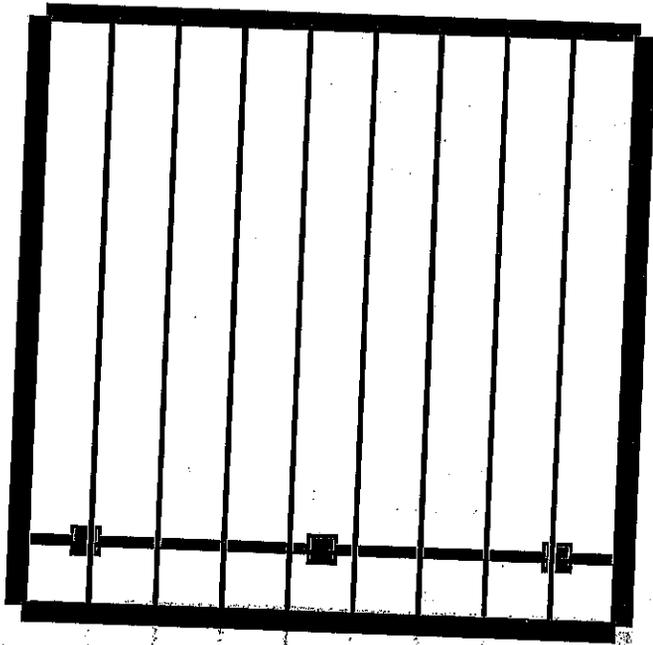
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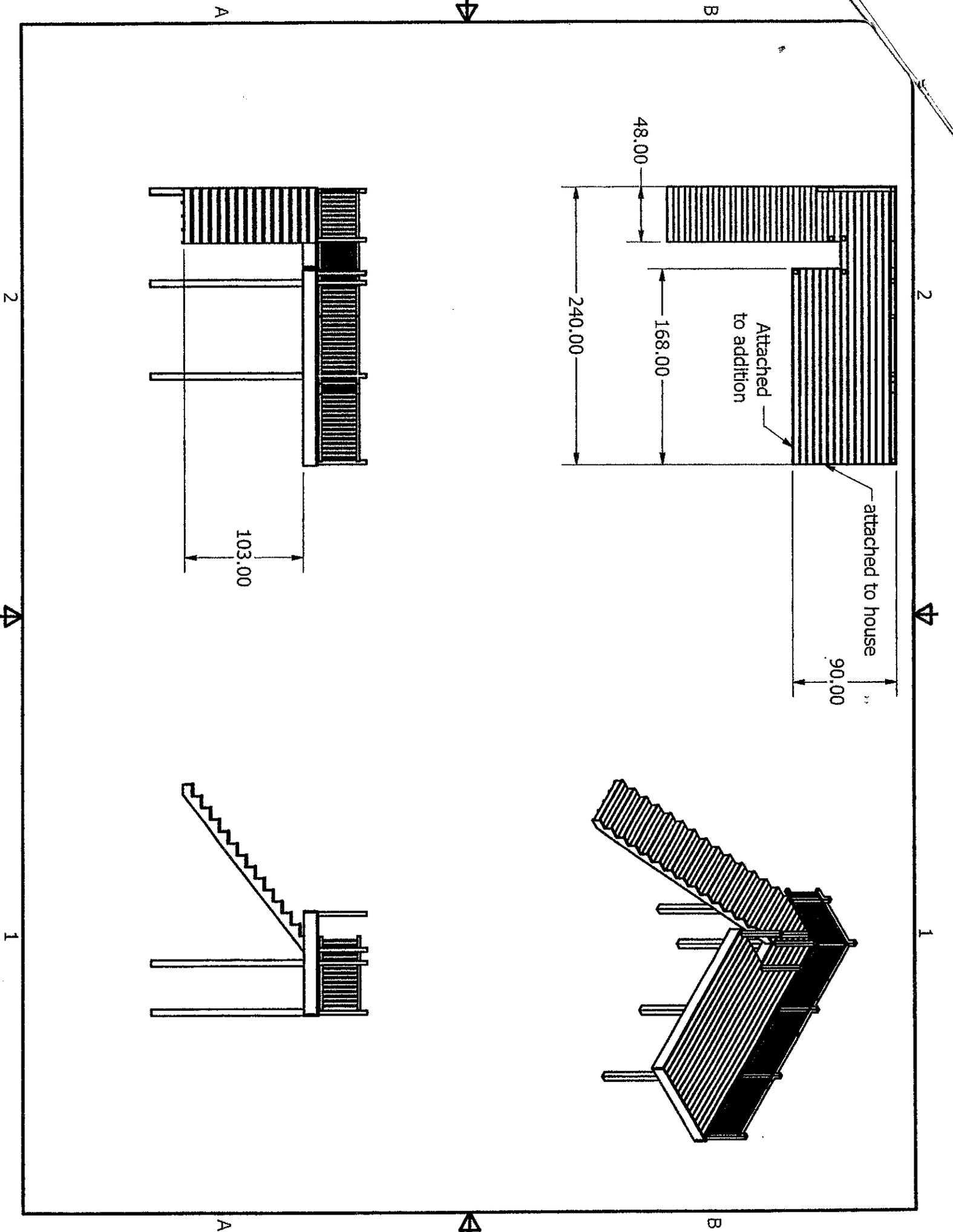
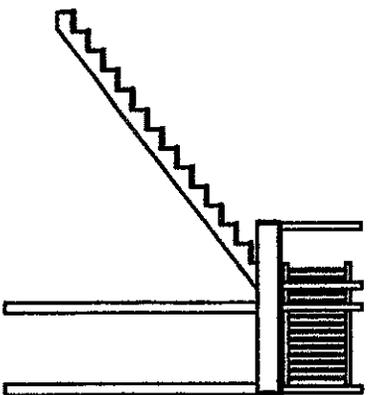
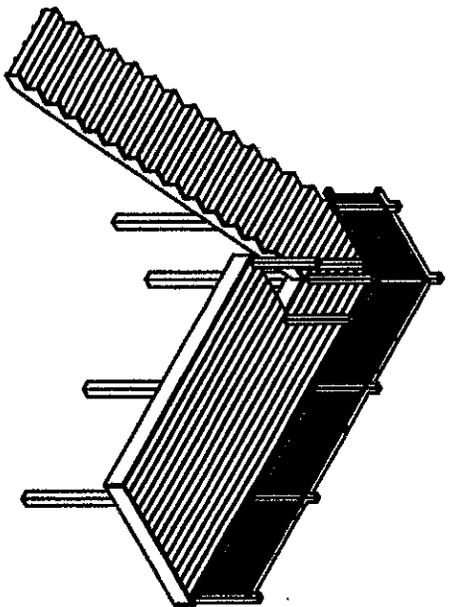
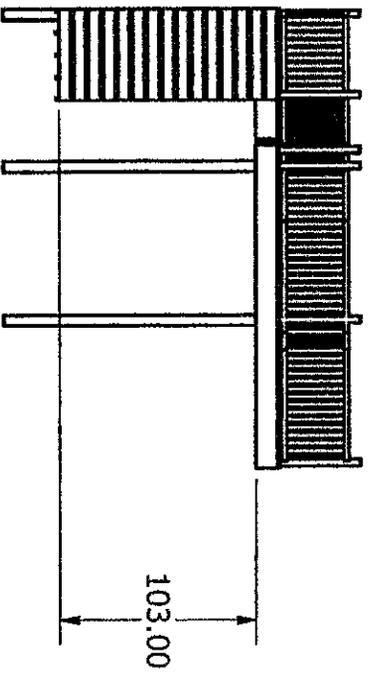
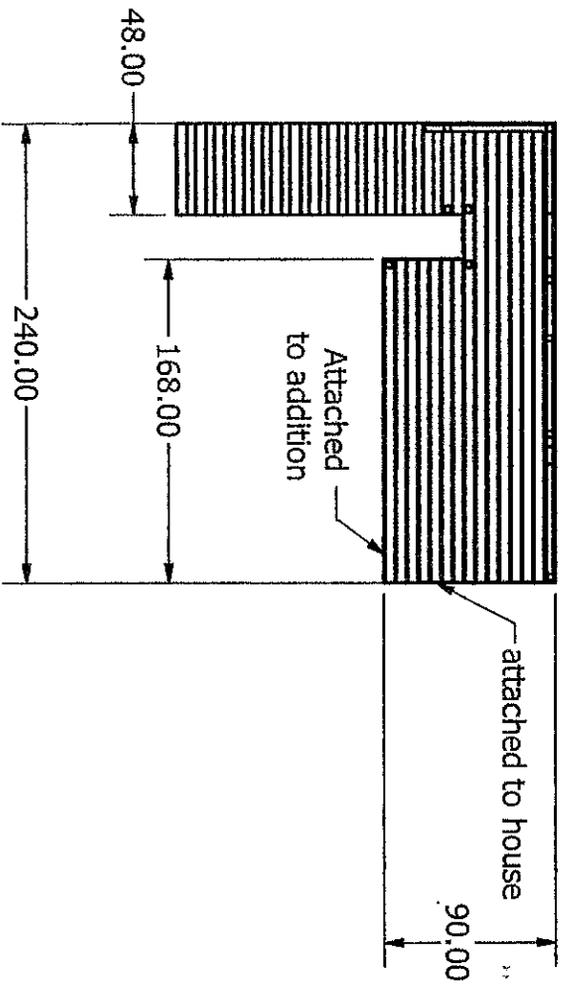
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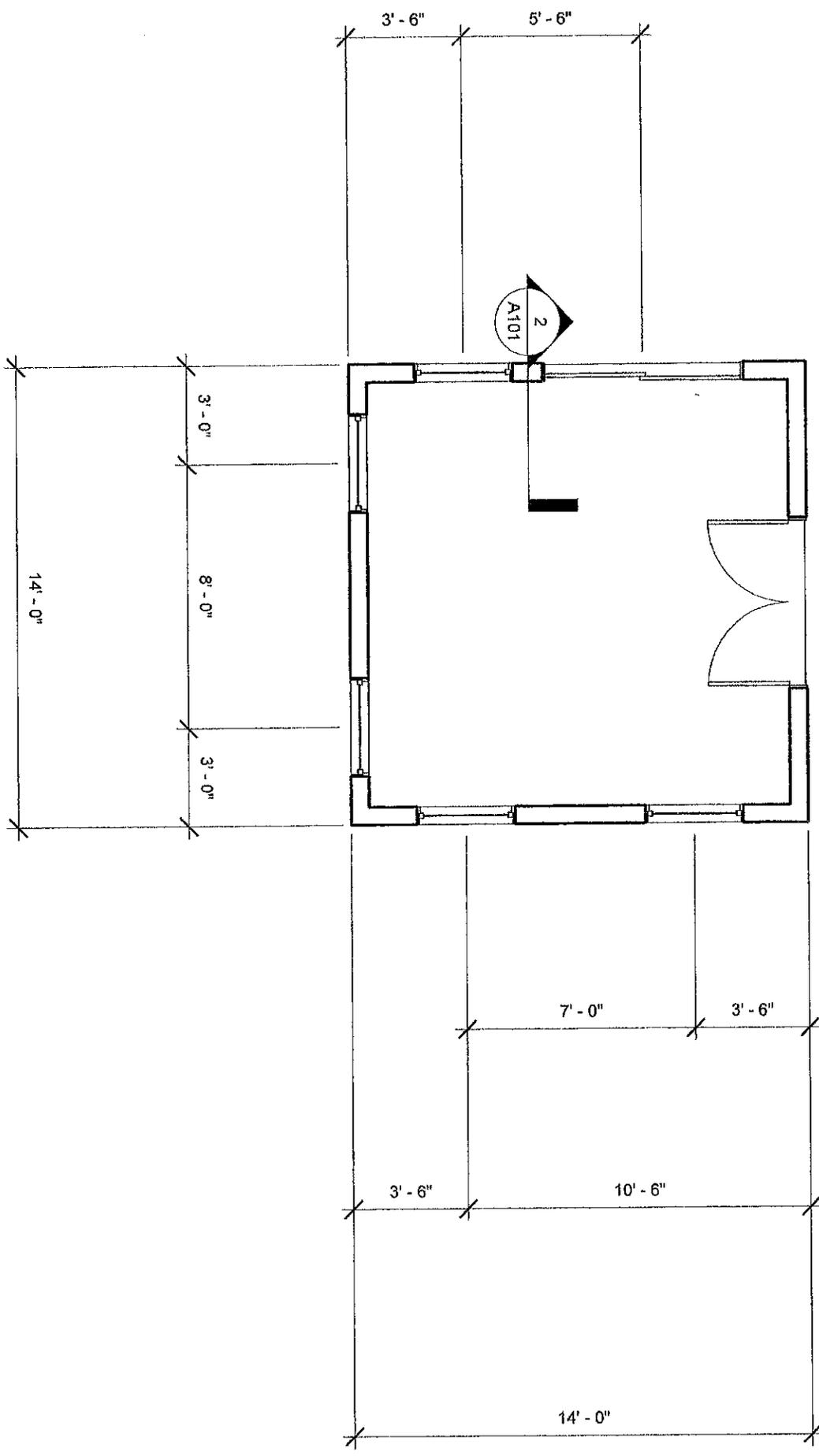
BRYAN HAUGEN
DECK
183051
Deck Layout



12'

12'







Request for Council Action Memorandum

Item: For Your Information: Vehicles on the Grass

Meeting Date: October 9, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review the current ability to enforce code related to parking of vehicles/recreational vehicles on the grass.

Details:

Staff has received several complaints regarding the parking of vehicles/recreational vehicles on the grass.

Upon closer review of the code, there doesn't seem to be strict language that regulates the parking of vehicles/recreational vehicles on the grass.

The code simply states that they can be stored outdoors on a property.

Staff is looking for direction on how to proceed and if this code needs to be reviewed further for an amendment as staff is continuing to get complaints and cannot do enforcement.

Attachments:

None.