

CITY OF MAYER
REGULAR CITY COUNCIL MEETING
AGENDA
Monday
February 27, 2017
6:30 PM

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

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment (Please limit comments to 5 minutes)
Recognition to Martin Seltz for 20 years of service on the Mayer Fire Department
4. Consent Agenda
 - 4.1. Approval of the minutes for the February 13, 2017 Regular Council Meeting
 - 4.2. Approval of the minutes for the February 8, 2017 Personnel Committee Meeting
 - 4.3. Approval of the minutes for the January 10, 2017 Park Board Meeting
 - 4.4. Additional Claims for the month of February
 - 4.5. Approval of the Sheriff's Department Report for the month ending January 2017
 - 4.6. Approval of Resolution 2-27-2017-12 Appointment to Mayer Commission for a Lifetime
 - 4.7. Approval of Personnel Committee Policy
5. Staff Reports
 - 5.1. Public Works
 - 5.2. City Engineer
 - 5.3. Sheriff's Department
 - 5.4. City Administration
6. City Engineer
 - 6.1. Resolution 2-27-2017-11 Acceptance of Hidden Creek 6th Addition
7. Contract Waste Water Operator
 - 7.1. Presentation of WWTF annual report – Greg Kluver
8. City Administrator
 - 8.1. Presentation of 2016 Audit Abdo Eick and Meyers
 - 8.2. Approval of Resolution 2-27-2017-13 City Administrator's Employment Contract
 - 8.3. Approval of consent to release energy data
 - 8.4. Approval of application for Twins Youth Clinic
 - 8.5. Approval of Architect services for the Old Schoolhouse Picnic shelter
 - 8.6. Approval of installation of curbing in West Ridge Park
 - 8.7. Approval to apply for an extension on the Wellhead Protection Plan
 - 8.8. Approval of additional office staff
9. For Your Information
10. Council Reports
11. Other Business
12. Adjournment

Calendar of Events and Meetings

March 7	Tuesday	6:30 PM	Planning Commission
March 13	Monday	6:30 PM	City Council
March 14	Tuesday	6:30 PM	Park Board Meeting
March 20	Monday	6:30 PM	Personnel Committee Meeting
March 27	Monday	6:30 PM	City Council Meeting

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 Regular City Council 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 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. The developer 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 currently. 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 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. 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

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

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

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

MAYER CITY COUNCIL PERSONNEL COMMITTEE MINUTES – FEBRUARY 8, 2017

Personnel Committee was called to order at 6:30 PM by Mayor Dodge.

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

ABSENT: None

STAFF: City Administrator Ruch-Hammond.

Approval of the Agenda

On a motion by Council Member Stieve-McPadden and seconded by Council Member Boder to approve the agenda with two additions 5a. Compost employee and 5b City Clerk Retirement Recognition.

Motion carried 5/0.

1. City Administrator Employment Contract

City Administrator's contract expires on May 9, 2017. Staff is proposing no changes to the contract and is requesting a 3 year contract. Council would like to have the comp time paid time off section of the contract rewritten. Staff will forward contract to the City Attorney for changes. Contract will be presented at the February 27, 2017 Council meeting for approval.

2. Watertown Area Chamber Membership

City staff was contacted by the Watertown Area Chamber about becoming a member of the Chamber. The City would be recognized as an honorary member and no fees would have to be paid. The Council appreciated the offer from the Chamber but because of limited City staff at this time the City will be declining the request.

3. Public Works Employee

Council discussed the need for an additional public works employee. City Council had budgeted for the additional person at a rate of \$18.00 per hour. Council instructed staff to prepare a job description and job advertisement for the February 13, 2017 Council meeting. Council discussed a hiring range of \$15.00 to \$18.00. Public works to be a part of the interview panel for the position.

4. Springsted- Ann Antonsen

Staff requested Council direction on follow up for Ann Antonsen with Springsted. Council instructed staff to have her return to the March 13, 2017 work session. Consultant costs on the areas that she addressed at the Council Meeting.

5. Compost Hours

The City has been notified that County Road 30 will be closed from May 15 – August 15. County is requesting that the compost site be closed on Wednesdays. Council discussed the closure and the impact on the compost site. This is one of the busiest times of the year for the compost site and they want to have it opened on Wednesdays. Staff will contact the County about the Councils direction.

6. City Clerk Retirement Recognition

City staff has purchased a plaque for the retiring City Clerk. Staff is suggesting that a reception or recognition be held at the March 13 meeting with invitations to the former Mayor's and Council Members. At the regular meeting at 6:30 PM the plaque would be presented to the retiring City Clerk, Lois Maetzold.

7. Next Meeting

Next meeting of the personnel committee will be on March 20 to review the applications for the additional public works employee.

8. Council Reports

None

9. Other Business

Council instructed staff to place the Personnel Committee Policy on the next agenda.

Council Member McNeilly would like to have fire fighters be recognized by the City Council for years of service, new members and retiring members. The Fire Chief should be asked to bring new members to the City Council meeting where they would take an oath of office.

10. Adjournment

On a motion by Council Member Butterfield and seconded by Council Member Stieve-McPadden to adjourn the meeting at 7:40 PM. Motion carried 5/0.

Mike Dodge, Mayor

Attest: _____
Luayn Ruch-Hammond, City Administrator

**CITY OF MAYER
PARKS & RECREATION COMMISSION
MEETING MINUTES
Tuesday January 10, 2017**

Commission Members Present: Commission Members Alisa Johnson, Nate McNeilly, Mike Wegner, Troy Congdon and Council Liaison Elizabeth Butterfield.

Commission Members Absent: None

Others Present: None

Staff Present: Luayn Ruch-Hammond, City Administrator.

I. CALL TO ORDER

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

II. ADOPT AGENDA

On a motion by Commissioner Butterfield and seconded by Commissioner Johnson to approve the agenda with one addition Picnic Shelter. Motion carried 5/0.

III. MINUTES/BUDGET/CIP

Minutes

On a motion by Commissioner Johnson and seconded by Commissioner Butterfield to approve the minutes of the December 13, 2016 meeting. Motion carried 5/0.

Budget Capital Improvement Plan and Gantry Chart

Discussion on the December 2016 budget, 2017 CIP and Gantry Chart, Park Board acknowledged receipt of all documents.

BUSINESS

Review of 2016 Goals and Establish 2017 Goals

Park Board agreed to keep the 2017 goals the same as 2016 with one addition a Holiday Tree Lighting.

On a motion by Commissioner Wegner and seconded by Commissioner Congdon to approve the following Park Board Goals for 2017. Motion approved 5/0.

1. Continue to partner with Watertown Mayer Community Education on structured programs for our fields and facilities.
2. Seek grant funds when appropriate for projects.
3. Promote the use of City Parks year around through multiple outlets.
4. Review the 5 year Capital Improvement Plan and make recommendations to the City Council.
5. Recommend to the City Council a 2018 Park Board Budget. (May)
6. Continue to work with youth on age appropriate activities.
7. Review the maintenance plan for the parks semi annually. (March & Sept)
8. Continue to recommend a plan for downtown beautification. (Feb March)
9. Continue to strive to improve, develop and upgrade all City Parks.
10. Implement the 2017 Capital Improvement Plan
 Picnic Shelter
11. Collaborate with other Boards and City Council to develop parks and promote use
12. Make parks accessible for aging and handicapped.
13. Review Green Step Program to implement best practices for parks.

14. Public works to attend park board meetings quarterly.
15. Review and make recommendations to the Comprehensive Plan
16. Implement a Holiday Tree Lighting Ceremony

Outdoor Recreation Grant

Staff requested Park Board direction on whether they wanted to apply for an Outdoor Recreation Grant this year. Park Board would like to apply for a grant for West Ridge Park for a parking lot, lighting and a trail connection to the Dakota Regional Trail. Staff will bring back costs to the next meeting.

Baseball Field Fee

Staff brought forward the idea of charging for the use of the Baseball Fields. Park Board requested that staff check with surrounding cities to find out if they charge and bring the information to the next meeting.

Park Board Member Roles

Staff presented Park Board with the section of the City Code that pertains to the Park Board. Discussion of the role of a Park Board Member and the Commission as a whole.

Picnic Shelter

Park board had requested the City Council to authorize funds for an architect to assist in the design of a picnic shelter for Old Schoolhouse Park. City Council has a concern about spending the 220 Fund. City Council has requested to meet with the Park Board to discuss the picnic shelter in Old Schoolhouse Park.

Next Meeting

Will be held on Wednesday, February 15, 2017 at 6:30 PM. This will be a joint meeting with the City Council.

Commissioners Report

Commissioner McNeilly observed another City's ice rink and would like to have an ice rink for the winter season 2017-2018. The item will be placed on the June agenda for further discussion.

Staff Report

None

Adjournment

On a motion by Commissioner Johnson and seconded by Commissioner Butterfield to adjourn the meeting at 7:27 PM. Motion carried 5/0.

***Claim Register©**

02/27/17PAY

February 2017

Claim Type Direct

Claim#	11373	BOLTON MENK INC			
Cash Payment	E 100-41000-303	Engineering Fees	MISC ENGINEERING		\$32.50
	Invoice	199641			
Cash Payment	E 100-41000-303	Engineering Fees	2017 DEVELP REVIEW		\$76.00
	Invoice	199642			
Cash Payment	E 100-41000-303	Engineering Fees	REVIEW CORRESP FOR 1109 APPLE CIR		\$32.50
	Invoice	199643			
Cash Payment	G 800-20201	Coldwater Crossing	CWC WETLAND INFO/MEETING		\$532.00
	Invoice	199644			
Transaction Date	2/13/2017		Security Bank	10100	Total \$673.00

Claim Type Direct

Claim#	11363	CENTERPOINT ENERGY	Ck# 004470E 3/1/2017		
Cash Payment	E 100-42280-383	Gas Utilities	FD		\$450.49
	Invoice				
Transaction Date	2/9/2017		Security Bank	10100	Total \$450.49

Claim Type Direct

Claim#	11364	CENTERPOINT ENERGY	Ck# 004471E 3/1/2017		
Cash Payment	E 100-43700-383	Gas Utilities	P/W		\$152.38
	Invoice				
Transaction Date	2/9/2017		Security Bank	10100	Total \$152.38

Claim Type Direct

Claim#	11365	CENTERPOINT ENERGY	Ck# 004472E 3/1/2017		
Cash Payment	E 640-49480-383	Gas Utilities	WWTF		\$1,713.49
	Invoice				
Transaction Date	2/9/2017		Security Bank	10100	Total \$1,713.49

Claim Type Direct

Claim#	11366	CENTERPOINT ENERGY	Ck# 004473E 3/1/2017		
Cash Payment	E 100-41940-383	Gas Utilities	CITY HALL		\$1,016.94
	Invoice				
Transaction Date	2/9/2017		Security Bank	10100	Total \$1,016.94

Claim Type Direct

Claim#	11369	CENTERPOINT ENERGY	Ck# 004475E 3/1/2017		
Cash Payment	E 620-49410-383	Gas Utilities	WTP		\$102.20
	Invoice				
Transaction Date	2/13/2017		Security Bank	10100	Total \$102.20

Claim Type Direct

Claim#	11376	CULLIGAN - METRO			
Cash Payment	E 100-42280-400	Repairs & Maint Cont	FD WATER SOFTNER		\$67.10
	Invoice				
Transaction Date	2/13/2017		Security Bank	10100	Total \$67.10

Claim Type Direct

Claim#	11384	DELTA DENTAL OF MINNESOTA	Ck# 020574 2/23/2017		
Cash Payment	G 100-21707	Dental	EMPLOYEE BENEFITS		\$140.10
	Invoice	6813993			
Transaction Date	2/21/2017		Security Bank	10100	Total \$140.10

Claim Type Direct

Claim#	11374	ECM PUBLISHERS, INC			
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*Claim Register©

02/27/17PAY

February 2017

Cash Payment E 100-41000-340 Advertising BRIDAL GUIDE ADVERTISING FOR COMM \$170.00
CTR

Invoice 456380

Transaction Date 2/13/2017 Security Bank 10100 Total \$170.00

Claim Type Direct

Claim# 11387 EMERGENCY RESPONSE SOLUTI

Cash Payment E 100-42260-400 Repairs & Maint Cont FD REPAIRS \$195.05

Invoice 7510

Transaction Date 2/21/2017 Security Bank 10100 Total \$195.05

Claim Type Direct

Claim# 11383 GENERAL REPAIR SERVICE Ck# 020573 2/16/2017

Cash Payment E 640-49480-404 Repairs/Maint Machinery/E PAYMENT FOR SHIPPING CHARGES \$49.94

Invoice 62284B

Transaction Date 2/16/2017 Security Bank 10100 Total \$49.94

Claim Type Direct

Claim# 11372 HDSWW-EDEN PRAIRIE MN

Cash Payment E 620-49440-215 Samples FLANGE KIT FOR MLHS \$43.38

Invoice G730629

Transaction Date 2/13/2017 Security Bank 10100 Total \$43.38

Claim Type Direct

Claim# 11391 KJOLHAUG ENVIRON.SERVICES

Cash Payment G 800-20201 Coldwater Crossing TEP MEETING 2008-049 COLDWATER ENFORCEMENT \$1,000.00

Invoice 103924

Transaction Date 2/22/2017 Security Bank 10100 Total \$1,000.00

Claim Type Direct

Claim# 11381 KLUVER CONSULTING Ck# 020572 2/14/2017

Cash Payment E 640-49480-300 Professional Svcs WWTF SERVICE FOR 2/1-15/17 \$900.00

Invoice 3-17

Transaction Date 2/14/2017 Security Bank 10100 Total \$900.00

Claim Type Direct

Claim# 11370 MCLEOD COOP POWER ASSN Ck# 004476E 2/28/2017

Cash Payment E 100-43160-381 Electric Utilities CITY SIGN \$35.31

Invoice

Transaction Date 2/13/2017 Security Bank 10100 Total \$35.31

Claim Type Direct

Claim# 11371 MCLEOD COOP POWER ASSN Ck# 004477E 2/28/2017

Cash Payment E 100-43160-381 Electric Utilities STREETLIGHTS \$702.17

Invoice

Transaction Date 2/13/2017 Security Bank 10100 Total \$702.17

Claim Type Direct

Claim# 11382 METRO WEST INSPECTION SERVI

Cash Payment E 100-42400-300 Professional Svcs JANUARY 17 BILLING STMT \$3,295.06

Invoice MY1701

Transaction Date 2/14/2017 Security Bank 10100 Total \$3,295.06

Claim Type Direct

Claim# 11385 MN DEPT OF HEALTH 2/23/2017

***Claim Register©**

02/27/17PAY

February 2017

Cash Payment E 620-49420-430 Miscellaneous (GENERAL) 1ST QTR COMM WATER SUPPLY SERV \$1,081.00
CONN FEE

Invoice

Transaction Date 2/21/2017 Security Bank 10100 Total \$1,081.00

Claim Type Direct

Claim# 11389 MN LIFE INSURANCE CO Ck# 020576 2/23/2017

Cash Payment G 100-21708 Life/Disability EMPLOYEE BENEFITS \$13.00

Invoice

Transaction Date 2/22/2017 Security Bank 10100 Total \$13.00

Claim Type Direct

Claim# 11377 MOBIL - EXXON/MOBIL

Cash Payment E 100-43100-212 Motor Fuels P/W \$298.14

Invoice

Transaction Date 2/13/2017 Security Bank 10100 Total \$298.14

Claim Type Direct

Claim# 11368 POSTMASTER Ck# 020542 2/13/2017

Cash Payment E 620-49440-322 Postage JANUARY UTILITY BILLING \$126.99

Invoice

Cash Payment E 640-49490-322 Postage JANUARY UTILITY BILLING \$126.99

Invoice

Transaction Date 2/13/2017 Security Bank 10100 Total \$253.98

Claim Type Direct

Claim# 11392 PREFERRED ONE INS CO Ck# 020576 2/23/2017

Cash Payment G 100-21706 Hospitalization/Medical Ins EMPLOYEE BENEFITS \$2,107.44

Invoice 17047000224

Transaction Date 2/22/2017 Security Bank 10100 Total \$2,107.44

Claim Type Direct

Claim# 11375 SERVOCAL INSTRUMENTS INC

Cash Payment E 640-49480-404 Repairs/Maint Machinery/E WWTF \$810.00

Invoice 7824

Transaction Date 2/13/2017 Security Bank 10100 Total \$810.00

Claim Type Direct

Claim# 11386 ST CROIX RECREATION CO INC

Cash Payment E 220-45000-500 Capital Outlay (GENERAL) STEELWORX HIP SHLETER, POWDER COATED FRAMEWORK, METAL ROOF & TRIM \$11,760.00

Invoice 19225

Cash Payment E 220-45000-500 Capital Outlay (GENERAL) ENGINEER DRAWINGS \$1,150.00

Invoice 19225

Cash Payment E 220-45000-500 Capital Outlay (GENERAL) FREIGHT CHARGES \$1,820.00

Invoice 19225

Transaction Date 2/21/2017 Security Bank 10100 Total \$14,730.00

Claim Type Direct

Claim# 11378 SUSSMAN, CANDACE & MIKE

Cash Payment R 620-49440-37110 Water Use Charge UTILITY CREDIT RETURNED \$26.36

Invoice

Cash Payment R 640-49490-37210 Sewer Use Charge UTILITY CREDIT RETURNED \$26.36

Invoice

Transaction Date 2/13/2017 Security Bank 10100 Total \$52.72

MAYER, MN

02/23/17 10:52 AM

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*Claim Register©

02/27/17PAY

February 2017

Claim Type	Direct			
Claim#	11362	UTILITY CONSULTANTS, INC.		
Cash Payment	E 620-49440-215	Samples	WTP	\$40.00
	Invoice	94138		
Cash Payment	E 640-49480-385	Testing and Lab Services	WWTF	\$1,020.60
	Invoice	94139		
Transaction Date	2/9/2017	Security Bank	10100	Total \$1,060.60

Claim Type	Direct			
Claim#	11388	VISA		
Cash Payment	E 620-49440-208	Training and Instruction	MN RURAL WATER ASSOC CONFERENCE/TRAINING FOR KYLE	\$230.00
	Invoice	10589937		
Cash Payment	E 620-49440-322	Postage	WATER SAMPLES	\$10.40
	Invoice	078		
Cash Payment	E 100-41920-500	Capital Outlay (GENERAL)	LAPTOP FOR COUNCIL MTGS	\$235.11
	Invoice	1710651		
Cash Payment	E 100-41000-200	Office Supplies	OFFICE SUPPLIES	\$9.59
	Invoice			
Cash Payment	E 100-41000-200	Office Supplies	OFFICE SUPPLIES	\$36.69
	Invoice			
Cash Payment	E 100-41000-200	Office Supplies	BULK COPY PAPER (10 REAMS)	\$115.96
	Invoice			
Cash Payment	E 100-42200-433	Dues and Subscriptions	FD MEMBERSHIP RENEWAL MSFCB	\$321.00
	Invoice	002608		
Cash Payment	E 100-41000-322	Postage	PLANNING PACKETS	\$14.21
	Invoice	004864		
Cash Payment	E 620-49440-322	Postage	WATER SAMPLES	\$6.65
	Invoice	004402		
Cash Payment	E 100-41000-322	Postage	PARK BOARD PACKETS	\$7.28
	Invoice	006024		
Cash Payment	E 100-41400-208	Training and Instruction	MN MUNICIPAL CLERK & FINANCE TRAINING	\$475.00
	Invoice	27770		
Cash Payment	E 100-41000-322	Postage	PRESTAMPED CITY MAILING ENVELOPES/BOX OF 500	\$302.50
	Invoice	17-231425		
Transaction Date	2/21/2017	Security Bank	10100	Total \$1,764.39

Claim Type	Direct			
Claim#	11367	XCEL ENERGY		
Cash Payment	E 100-43160-381	Electric Utilities	Ck# 004474E 3/3/2017 STREET LIGHTS	\$1,833.56
	Invoice	533817514		
Transaction Date	2/9/2017	Security Bank	10100	Total \$1,833.56

Pre-Written Checks	\$9,471.00
Checks to be Generated by the Compute	\$25,240.44
Total	\$34,711.44

COUNCIL APPROVAL - SIGNATURES/INITIALS _____



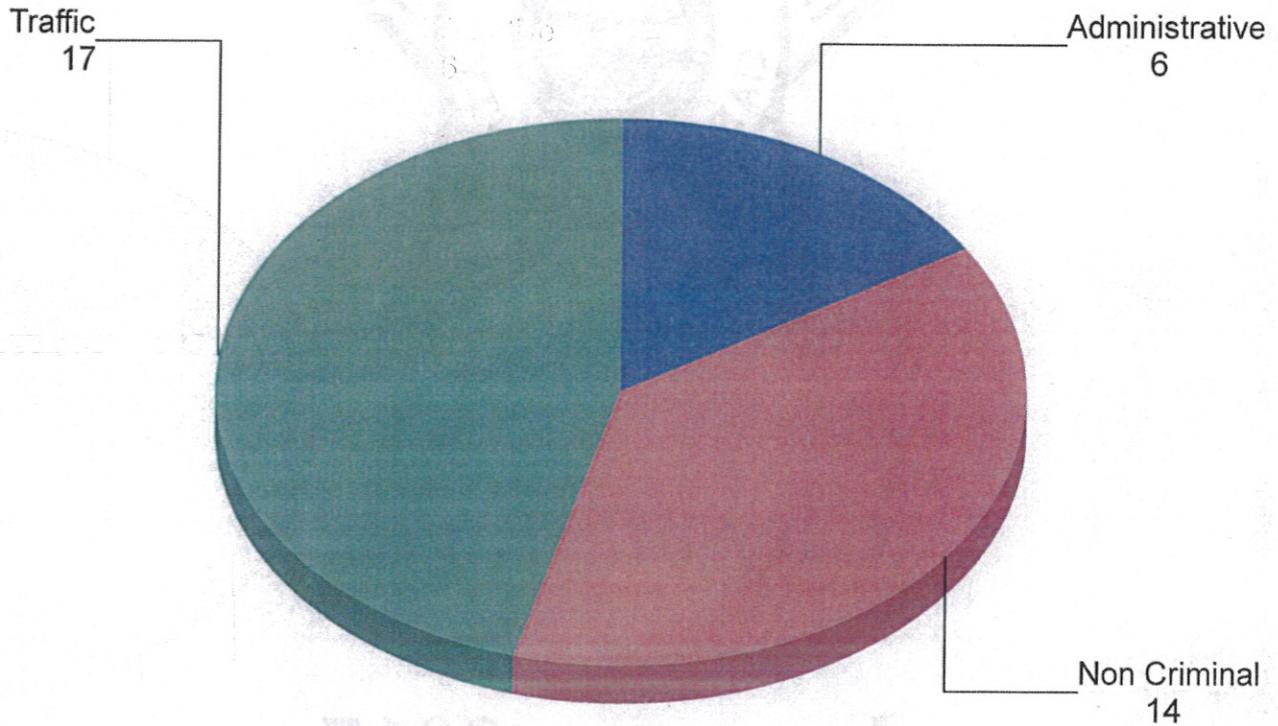
City of Mayer

January - 2017



Carver County Sheriff's Office
Monthly Calls for Service
From: 01/01/2017 To: 01/31/2017

Mayer City



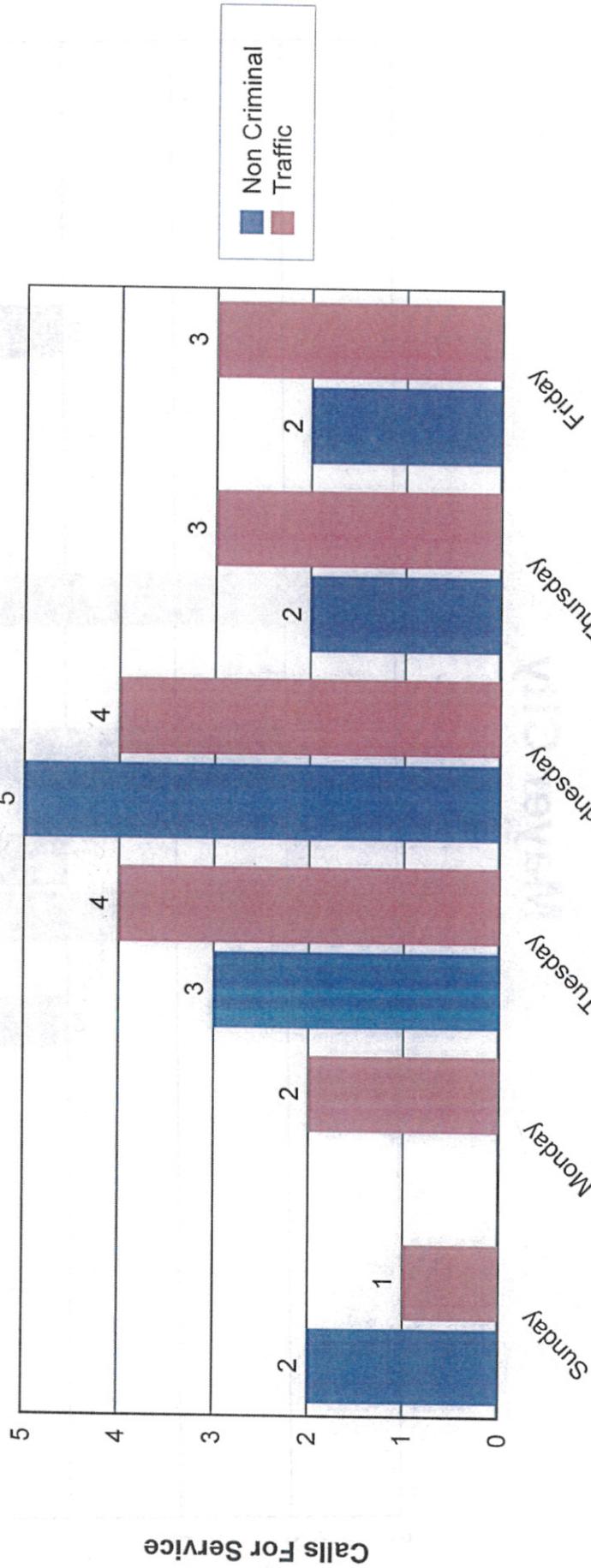
Total Non Criminal: 14
Total Traffic: 17
Total Administrative: 6

Total Mayer City: 37



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 01/01/2017 To: 01/31/2017

Mayer City

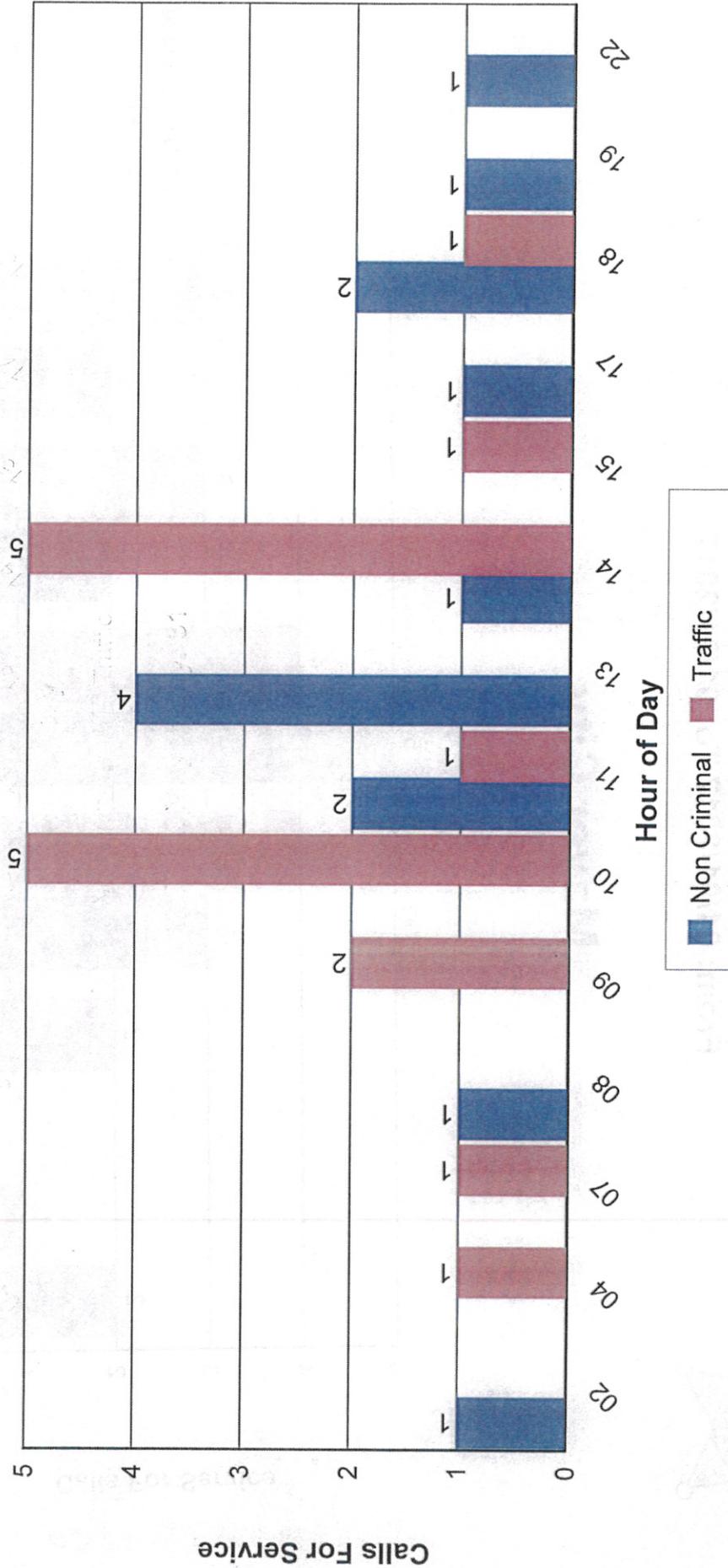


Total Mayer City: 31



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 01/01/2017 To: 01/31/2017

Mayer City



Total Mayer City: 31



Carver County Sheriff's Office
Monthly Calls for Service
From: 01/01/2017 To: 01/31/2017

Mayer City

Patrol

Non Criminal

Misc Non-criminal	4
Alarm	2
Abuse/Neglect (Info Only)	1
Medical	1
Mental Health	1
Suspicious Activity	2
Disturbance (Info Only)	2
Child Custody Dispute	1

Total Non Criminal: 14

Traffic

Traffic - Misc	2
Traffic Stop	13
Pd Accident	1
Driving Complaint	1

Total Traffic: 17

Total Patrol: 31

Administrative

Administrative

GunPermit-Acquire	2
GunPermit-CarryNew	1
Lic - Liquor	3

Total Administrative: 6

Total Administrative: 6

Total Mayer City: 37



**Carver County Sherff's Office
Citation Summary
From: 01/01/2017 To: 01/31/2017**

Mayer City

Snowbird / Winter Parking: 1

Total Mayer City: 1



**Carver County Sheriff's Office
Verbal Warnings
From: 01/01/2017 to 01/31/2017**

Mayer City

Misc Non-criminal:	1
Traffic Stop:	12
Grand Total Verbal Warnings:	13

Activity		NIBRS - Activity Codes
Code	Descriptor	
GROUP A		
AC	Animal Cruelty	Abuse or neglect of animal
AR	Arson	Intentionally destroy property by fire
A	Assault	Altercation between parties where physical harm occurred
AA	Aggravated Assault	Assault where substantial injury is caused or weapon used
BB	Bribery	Offering, giving, receive anything of value to sway judgement
B	Burglary	Unlawful entry into a structure to commit a crime
CF	Counterfeiting/Forgery	Alter, copy, imitation, passing a copy as an original
P	Property Damage	All damage to property
D	Drugs	All drug violations, possession of, sale of, manufacture of
EM	Embezzlement	Misappropriation of money, property entrusted to person
EX	Extortion/Blackmail	Unlawful obtain money, property by use or threat of force
U	Fraud	Intentional perversion of truth to obtain money or property
G	Gambling	Unlawful operate, promote or assist in operation of gambling
H	Homicide	Intentional taking of a persons life
HT	Human Trafficking	Induce a person to perform sex act or labor via force, fraud or coercion
K	Kidnapping	Unlawful seizure, transport or detain person against their will
T	Theft/larceny	Taking of property, stealing
V	Motor Vehicle Theft	Theft of a motorized vehicle
PO	Pornography	Manufacture, publish, sell, buy, possess sexually explicit material
PR	Prostitution	Unlawfully engage in or promote sexual activity for anything of value
R	Robbery	Taking of property by use of force
S	Sex Offenses	Forcible sexual assault
SN	Sex Offenses, Nonforcible	Nonforcible sexual intercourse (incest, statutory rape)
SP	Stolen Prop Offenses	Receive, buy, sell possess, conceal, transport known stolen property
W	Weapons	Violation of manufacture, sale purchase, transport use firearm

GROUP B		
BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	Trepassing	Unlawfully enter land, dwelling or other real property
M	All Other Offenses	OFP/Danco violation, Traffic - Hit & run accident
		All other offense not included in other A & B classifications
O *	Ordinances	Laws/rules created by county or cities.
*		Use only when Enforcement used (citation or arrest)

Activity Codes
Non-criminal, Traffic and Administrative

NON CRIMINAL		
Code	Description	
1	Misc. NonCriminal	Gen law enforcement questions: citizen assists, lost and found property civil disputes, juvenile disciplinary issues, etc
2	Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
3	Alarm	Checking on an alarm at a private residence or business
4	Domestic	Verbal argument between parties. Must have relationship. No charges
5	Missing Person	Missing / Lost person (not runaway)
6	Abuse/Neglect - Info only	Abuse or neglect of children or adults
9	Animal	Animal bites, stray animals. All calls involving animals
10	Medical	Assist persons with medical issues, natural cause deaths
11	House/Business Check	Check on residences or business when owners are away from property
12	Assist other Agency	Assist other law enforcement, state patrol, govt depts, EMT or medical
13	Fire Call	Fires and assist to fire departments
15	Mental Health	Suicides, 72 hr holds for mental health issues
16	Civil Process	Service of civil papers. Assist with civil standby situations
17	Transport	Trtransport persons for various reasons.
19	Warrant Service	Service of warrant for Carver County and other counties.
20	Boat & Water	All incidents involving boats, watercraft and/or lakes
21	Snowmobile	All incidents involving snowmobiles
22	ATV	All incidents involving ATV
30	Suspicious Activity	Suspicious persons, acts or vehicles. Accidental 911 calls
31	Open Door	Located an open door to a business or residence
34	Drug - Info Only	Drug information only
35	Disturbance - Info Only	Noise complaint, disturbing peace
60	Child Custody Dispute	Incidents involving dispute over child custody

TRAFFIC RELATED		
Code	Description	
8	Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, veh in ditch, assists, all parking issues
38	Traffic - Stops	All traffic stops initiated by officers
50	Auto Accd - Prop Damage	Auto accident in which only property damage occurred
51	Auto Accd - MV vs deer	Auto accident involving a motor vehicle and deer
52	Auto Accd - Injury	Auto accident in which injury and property damage occurred
54	Auto Accd - Fatality	Auto accident in which a fatality occurred
80	Driving Complaint	Complaints of bad driving behavior.

ADMINISTRATIVE

Code	Description	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit -Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating immgration status
39	Rec Ck - Gambling Permit	Records check for gambling permit
40	Rec Ck - Citizen Academy	Records check for citizens academy
41	Rec Ck - Adoption	Records check for adoption
42	Rec Ck - Carver Cty Employ	Records check for Carver County employment
43	Rec Ck - SO Employ	Records check for Carver County Sheriff's Office employment
44	Rec Ck - SO Volunteer	Records check for Carver County Sheriff's Office Volunteer
45	Rec Ck - DHS	Records check for Dept of Human Services
46	Rec Ck - Name Change	Records check for Name change purposed
47	Rec Ck - Other Employ	Records check for other employment
48	Rec Ck - Individual	Records check for an individual
49	Rec Ck - Military	Records check for the military
61	License - Day Care	Records check for a day care license
62	License - Foster Care	Records check for a foster care license
63	License - Liquor	Records check for a liquor license
64	License - Massage Parlor	Records check for a massage parlor license
65	License - Fireworks	Records check for fireworks permit
66	License - Peddler	Records check for peddlers license
999	Sealed	Records are sealed by Court Order

CITY OF MAYER
APPLICATION FOR APPOINTMENT

Board or Commission applying for: MAYER COMMISSION FOR LIFETIME

NAME:

ROBERT R. MAX

STREET ADDRESS: 2000 BLUEJAY

CITY: MAYER MN ZIP: 55360

TELEPHONE Home 507 256 2500 Work _____

Number of years a Mayer Resident 41 Fax _____

Are you presently serving on a City of Mayer Board or Commission? NO

Which One? _____ Term _____

Have you served on a City of Mayer Board or Commission in the past? NO

Which One? _____ Term _____

Which One? _____ Term _____

What do you have to offer to The City of Mayer board or commission? _____

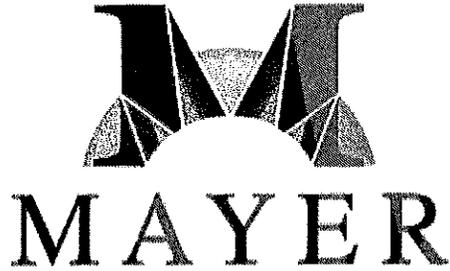
ON ADVISORY BOARD OF THE SUPERIOR
CITIZEN'S CLUB IN WALES

EXPERIENCE OR EDUCATION THAT WOULD ENHANCE YOUR EFFECTIVENESS AS A BOARD OR COMMISSION MEMBER

MBA IN BUSINESS

SIGNATURE [Signature] DATE 2/16/17

Return to the Mayer Community Center 413 Bluejay Avenue, Mayer, MN 55360



**MAYER CITY COUNCIL
A RESOLUTION 2-27-2017-12
APPOINTING
BOB JAX
AS A MEMBER OF THE MAYER
COMMISSION FOR A LIFETIME COMMISSION**

WHEREAS, the City of Mayer established A Commission for a Lifetime; and

WHEREAS, the membership of the Mayer Commission for a Lifetime consists of seven (7) Members; and

WHEREAS, Bob Jax has expressed an interest to be appointed to the Mayer Commission for a Lifetime; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAYER, CARVER COUNTY, MINNESOTA, THAT:

Bob Jax is appointed to the Mayer Commission for a Lifetime for a term to expire on December 31, 2018.

Whereupon said resolution was declared duly passed and adopted. Dated this 27th day of February 2017.

ATTEST:

Luayn Ruch-Hammond
City Administrator

Mike Dodge, Mayor

PERSONNEL COMMITTEE POLICY

RESPONSIBILITIES OF THE COMMITTEE

This committee is responsible for the personnel management for the City of Mayer.

- a. Evaluate positions and recommend additions/deletions of positions.
- b. Review, update and develop job descriptions for City positions.
- c. Establish compensation and benefits for City positions.
- d. Review resumes for job applicants.
- e. Interview potential qualified candidates for open/created positions within the City.
- f. Establish and update personnel policies

POLICIES

- a. This committee shall establish policies related to personnel.

BENEFITS

This committee will recommend policies related to:

- a. Vacation
- b. Holidays
- c. Paid Time Off
- d. Retirement
- e. Health, dental and life insurance

PERFORMANCE STANDARDS

- a. This committee shall establish performance standards that are specific, measurable, attainable, and realistic and track able.
- b. Position descriptions will be used to determine the effectiveness of the employee or staff member in relation to their work.

Committee Meetings

- a. This committee will meet as needed. Meetings can be called by the Mayor, Council member or City Administrator.
- b. City Administrator will develop an agenda for the meeting and post the agenda.
- c. *City Administrator will keep all minutes for the committee.*
- d. *No action can be taken by this committee.*

CLOSED MEETINGS

- a. *Will be in compliance with MN State Statute 13D.05*



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from January 14th to February 22nd (2017)

Roads

- Snow Events
 - Spread salt/sand on all intersections and hills
 - Plowed City Hall, Fire Station, WTP, WWTP, and Compost Site parking lots after each snow event
 - Shoveled the build-up of snow around downtown light poles as needed
- Spread salt/sand Tuesday, January 17th
- Plowed snow Wednesday, January 25th-Widmer in to plow
- Spread salt/sand Wednesday, February 1st
- Ordered road salt
 - Moved it in to the salt storage building

Parks

- Conducted playground inspections on monthly basis
- Fixed door on little free library in Old School House Park
- Assisted with the delivery of the West Ridge Park shelter
- Attended park board meeting on 2/15/17

Water Treatment Facility

- Executed daily rounds
- Performed chlorine, fluoride, iron, and manganese tests on a weekly basis
- Received chemical deliveries from DCP Industries on a monthly basis
- Took water samples for Minnesota Department of Health
- Filled out monthly fluoride report for January 2017
- Changed out chlorine tanks as needed
- Cleaned chlorine analyzer and replaced reagents as needed
- Flushed KMNO₄ feed line and mixed KMNO₄ on a regular basis
- Exercised generator at WTP and well #2 on a monthly basis
- Conducted well #2 draw down on a monthly basis
- Submitted 2016 DNR water use report
- Shut water off at Mayer Lutheran High school for water meter upgrade
- In Control came to fix small issues with SCADA system
- Took phosphate samples for MDH
- Took fluoride samples for MDH
- Hung water meter repair signs

Wastewater Treatment Facility

- Executed daily rounds and weekly sampling procedures
- Decant digester as necessary
- Washed down scum manhole and control structure #2 as necessary
- Cleaned cyclone grit separator as necessary
- Filled out class B wastewater application for the MPCA
 - Taking exam at the end of March

Lift Stations & Collection System

- Check lift station operations on daily basis
- Exercised generator on monthly basis
- 2017 Jetting and CIPP Lining
 - 2017 jetting and televising
 - Created maps for the 2017 jetting and televising locations
 - Came up with total linear feet of sanitary sewer line needing to be cleaned
 - 2017 CIPP lining locations
 - Watch televising tape of old clay pipe in need of repair
 - Determined which sections of pipe are in the worst condition
 - Created maps for the 2017 CIPP lining locations

Miscellaneous

- Worked on organizing public works building in between other public works tasks
 - Graded driveway
 - Hung hose reels for pressure washer and garden hose
 - Hung brackets on walls for street signs
- Gopher one locates
- Worked on January public works activities sheet
- Changed out old MXU devices for residential water meters
- Installed MXU's and sealed water meters for new houses
- Read water meters on the 1st of each month
- Worked on 'On Call' schedule
- Ran to Mayer Lumber Yard to get supplies
- Ran to Farm Supply to get supplies
- Attended safety training in Waconia on a monthly basis
- Pushed up brush pile at compost site and turned over compost pile
- Met with contractors about moving the old public works building
- Added additional support to the shelving in the council chambers closets
- Assisted with the additional public works employee job description
- Contacted contractors about chipping brush pile at compost site
- Attended the quarterly State/County/Municipality meeting
- Met with contractor about painting at WWTP, Public Works building, and Community Center
- Attended Council Meeting on 1/23/17
- Attended Council Meeting on 2/13/17

Equipment

- Fueled and washed equipment as needed
- Replaced battery in Well #2 generator
- Replaced battery in skid loader
- Requested quotes to replace Hustler lawn mower
- Mounted manhole lifter on Kubota RTV and wired in

Safety Concerns

- No safety concerns at this time



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& MENK**

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Chaska, MN 55318-1172

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Fax: (952) 448-8205
Bolton-Menk.com

MEMORANDUM

Date: February 20, 2017
To: Mayer City Council
From: David Martini
Subject: Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk has worked on during the billing period between December 3rd, 2016 and January 13th, 2017

Miscellaneous Engineering

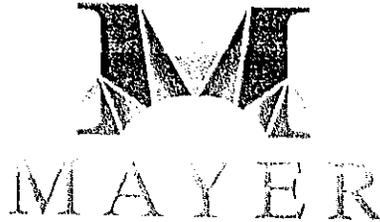
During the billing period, Miscellaneous Engineering included the following:

- Equivalent Residential Unit Calculations for the proposed Casey's
- Reviewing drainage issues at 1109 Apple Circle

0.5 hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of \$45.50.

Cold Water Crossing 7th (Pass Thru)

During the billing period, time was spent reviewing wetland information and meeting with the developer and other project stake holders to review the status of the project.



To: Mayor and Council Members
From: Luayn Ruch-Hammond, City Administrator
Re: Monthly Report
Date: February 27, 2017

My Activities for the weeks January 23- February 24, 2017

1. Lift Station Claim

Staff had been working with the League of MN Cities Insurance Trust on a claim for the damages to the lift station in August. The League was waiting for completion of the work to be performed and the project was completed in December. Attached is the statement of damages and the amount of the insurance coverage. The City will be receiving a check in the amount of \$14,801.00.

2. Copier

At this time the copy amounts have decreased so service contract will decrease. Staff will bring the copier lease or purchase to the 2018 budget discussions.

3. Community Center Phones

The City has been having issues with the phones. Where the City receives a call we cannot hear them but they can hear us. Staff had been working with Diversified our phone system provider on the phone issue. City received a call from Frontier explaining that there is a switch problem on their side which is affecting the whole City of Mayer.

4. Vacation

I will be taking vacation from noon on Tuesday, March 7, all day March 8-10 and returning to work on Monday, March 13. Council packets will go out on Tuesday March 7.

5. Public Works Applications

As of Friday the City has received three applications for the public works position.

6. Refunding of Debt

City is in receipt of an email about the refunding of debt from our financial advisors Ehlers. The letter and email are attached to this memo. At this time none of the City's debt qualifies for refunding. However, there are two PFA loans that do have \$170,000 and \$94,000 in principle that could be paid early.

MAYER, MN

02/24/17 8:40 AM

Page 1

*Check Reconciliation©

Security Bank

10100 CASH

January 2017

Account Summary

Beginning Balance on 12/1/2016	\$992,519.07	Cleared	\$682,294.09
+ Receipts/Deposits	\$189,654.81	Statement	\$682,294.09
- Payments (Checks and Withdrawals)	\$499,879.79	Difference	\$0.00
Ending Balance as of 12/30/2016	\$682,294.09		

Check Book Balance

Active	G 100-10100	GENERAL FUND	-\$458,325.10
Active	G 210-10100	FIRE TRUCK FUND	\$72,411.59
Active	G 212-10100	FIRE DEPT GRANTS&CON	\$27,175.26
Active	G 215-10100	FIR DEPT FEMA GRANT	-\$9,845.24
Active	G 220-10100	PARK IMPROVEMENT FUN	\$302,778.80
Active	G 222-10100	OLD SCHOOLHOUSE PAR	\$5,410.89
Active	G 225-10100	EDA	\$19,619.87
Active	G 230-10100	CITY CELEBRATION	\$0.46
Active	G 231-10100	RISING ARTISTS FESTIVA	\$0.25
Active	G 301-10100	GO W/S 2001 REVENUE B	\$0.00
Active	G 302-10100	GO W/S 2003 REVENUE B	\$0.00
Active	G 303-10100	GO IMPROVEMENT BOND	\$0.00
Active	G 304-10100	GO WATER/SEWER BOND	\$0.00
Active	G 325-10100	HWY 25/2007-ST BOND	\$264,022.42
Active	G 330-10100	DEBT SERVICE FOR 2007	\$0.00
Active	G 350-10100	2015 FIRE TRUCK BOND	\$10,959.85
Active	G 360-10100	SPECIAL ASSESSMENTS	\$703.06
Active	G 361-10100	2007A REFUNDING	\$0.00
Active	G 400-10100	70TH STREET IMPROV FU	\$42,652.79
Active	G 405-10100	STREET IMPROVEMENT F	\$19,346.67
Active	G 410-10100	COMM CTR CAPITOL OUT	\$10,977.59
Active	G 425-10100	HWY 25 PROJECT 2006	\$0.16
Active	G 430-10100	2007 STREET CONST PRO	\$0.38
Active	G 435-10100	CAPITAL PROJECTS	\$888,203.80
Active	G 440-10100	ROUNABOUT PROJECT	-\$19,699.34
Active	G 460-10100	W RIDGE RD/7TH ST CAP I	\$0.00
Active	G 620-10100	WATER FUND	\$834,247.28
Active	G 640-10100	SEWER FUND	\$1,524,942.02
Active	G 650-10100	STORM WATER FUND	\$73,033.62
Active	G 700-10100	INVESTMENT FUND	-\$2,965,755.66
Active	G 800-10100	ESCROW FUND	\$31,554.74
		Cash Balance	\$674,416.16

Statement of Damages

LMCIT File #: CP 19802
Trust Member: City of Mayer
Date of Loss: August 10, 2016 and Unknown

Location: Lift Station #1 / Generator Building

Description:	Total Amount:
--------------	---------------

Emergency work by Quality Flow Systems when they arrived to repair a worn gasket for pump. Additional damages discovered to the other pump from chunk of PVC lodged in it.

Quality Flow Systems - Invoice #: 32380 08/11/2016 \$3,374.00	\$2,871.00
Repairs to the worn gasket and mileage are not covered items Gasket: \$32.00; Labor 3 hrs. @ \$100.00, and 1/2 mileage \$171.00 Total non-covered services: \$503.00	

Vector Pumping for emergency repairs - Invoice #2007823 08/16/2016	\$1,680.00
--	------------

Quality Flow System - Invoice #: 32997 12/22/2016	\$7,800.00
Repairs to broken pipe and guide system resulted from original worn gasket	

Quality Flow System - Invoice #:32998 12/22/2016	\$3,100.00
Repairs to pump due to lodged PVC in pump	

Overline & Son, Inc. - Invoice #491 12/27/2016	\$1,350.00
vector services to finalize repairs to lift station.	

Quality Flow Systems - Invoice #:32638 10/04/2016 \$4,040.00	
This is a non-covered item as it was for upgrades to the lift station for the additional of by-pass pumping into station.	

*** DEDUCTIBLE NOTE: Two separate occurrences are being handled on this claim. Two property deductibles of \$1,000.00 each apply to this claim.

Total:	\$16,801.00
Less Two Deductibles:	<u>-\$2,000.00</u>

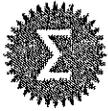
Net Claim:	\$14,801.00
-------------------	--------------------

Luayn Ruch-Hammond

From: thagen@ehlers-inc.com
Sent: Monday, February 13, 2017 9:54 AM
To: cityadmin@frontiernet.net
Cc: mayermn@frontiernet.net; thagen@ehlers-inc.com; nanhut@ehlers-inc.com
Subject: Potential Refunding Analysis for City of Mayer
Attachments: City of Mayer_Refunding Analysis_20170213_095421.pdf

Attached is Ehlers latest periodic report on the status of potential refundings. At the present time none of the issues included in the report produce debt service savings at a level that merit refunding consideration; however you do have a 2000 PFA Loan with \$170,000 in principal outstanding at 2.57% and a 2001 PFA Loan with \$94,000 in principal outstanding at 3.91%. You might want to prepay them early if you have the cash. Let me know if you are interested in this. Ehlers will continue to monitor your debt and will alert you to any potential refunding opportunities as they arise.

Todd Hagen | Senior Municipal Advisor
O: (651) 697-8508 | M: (612) 961-9131 | ehlers-inc.com



EHLERS

Registration is open to attend Ehlers Public Finance Seminars. [Click here for details.](#)

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EHLERS

LEADERS IN PUBLIC FINANCE

February 13, 2017

Luayn Ruch-Hammond, City Administrator
City of Mayer, Minnesota
413 BlueJay Ave
Mayer, MN 55360-2106

RE: Potential Refunding of Existing Bonds

As your Municipal Advisor one of the services we provide is to monitor your outstanding bond issues and alert you to any potential refunding opportunities. An updated status report for your outstanding debt is attached. It includes general information about your existing debt and a brief comment regarding potential savings based on current market conditions. We will continue to monitor your issues on an ongoing basis and will contact you if we identify refunding opportunities that merit consideration.

If you have any questions about this information, please contact me.

Sincerely,

Ehlers

Todd Hagen CIPMA
Senior Municipal Advisor/ Vice President

Nick Anhut CIPMA
Municipal Advisor



City of Mayer
 Status Report on Refunding of Existing Bond Issues

Original Bond Amount	Title	Call Date	Callable Amount	Callable Rates		Status
				Low	High	
\$689,274	General Obligation PFA Loan, Series 2000	01/19/2000	\$170,000	2.570%	2.570%	As of February 13, 2017, we estimate that this refunding would not generate sufficient savings to be considered.
\$347,000	General Obligation PFA Loan, Series 2001	01/02/2001	\$94,000	3.910%	3.910%	As of February 13, 2017, we estimate that this refunding would not generate sufficient savings to be considered.
\$2,627,000	General Obligation PFA Loan, Series 2006 (Drinking Water)	08/28/2006	\$1,469,000	2.070%	2.070%	Our latest estimate, as of February 13, 2017, is that a current refunding these bonds now would not produce any savings. We will continue to monitor this issue for a potential refunding at a future date.
\$4,820,000	General Obligation Sewer and Water Refunding Bonds, Series 2007A	12/01/2017	\$2,880,000	4.000%	4.125%	Our latest estimate, as of February 13, 2017, is that a current refunding will produce savings of \$164,075 or a present value of 4.92%. We will contact you soon to discuss your options for refunding these bonds.
\$1,675,000	General Obligation Improvement and Utility Revenue Refunding Bonds, Series 2014A	-	-	-	-	These bonds are not callable.
\$975,000	General Obligation Bonds, Series 2015A	02/01/2024	\$175,000	2.500%	2.500%	As of February 13, 2017, we estimate that this refunding would not generate sufficient savings to be considered.

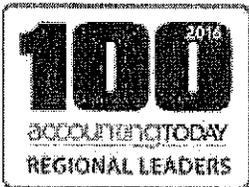
CITY OF MAYER

Luayn Ruch-Hammond

From: Kevin Knopik [kevin.knopik@aemcpas.com]
Sent: Wednesday, February 15, 2017 3:49 PM
To: 'Luayn Ruch-Hammond'
Subject: RE: Potential Refunding Analysis for City of Mayer

Water = \$809,281
Sewer = \$1,478,562

Kevin Knopik, CPA
Audit Manager
ABDO, EICK & MEYERS, LLP
Certified Public Accountants & Consultants
5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3012 Direct Line
952.835.9090 Office
952.835.3261 Fax
www.aemcpas.com



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From: Luayn Ruch-Hammond [mailto:cityadmin@frontiernet.net]
Sent: Wednesday, February 15, 2017 1:50 PM
To: Kevin Knopik <kevin.knopik@aemcpas.com>
Subject: RE: Potential Refunding Analysis for City of Mayer

They should come from water and sewer and what are the balances in those funds?
luayn

From: Kevin Knopik [mailto:kevin.knopik@aemcpas.com]
Sent: Wednesday, February 15, 2017 12:18 PM
To: 'Luayn Ruch-Hammond'
Subject: RE: Potential Refunding Analysis for City of Mayer

Luayn,



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Suite 200
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Fax: (952) 448-8805
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February 20, 2017

City of Mayer
Attn: Luayn Ruch-Hammond
413 Bluejay Avenue
Mayer, MN 55360

RE: Hidden Creek 6th
Project Acceptance

Dear Luayn:

Section 4.08 of the Development Agreement for Hidden Creek 6th states, among other things, that:

Developer will fully and faithfully comply with all terms of all contracts entered into by Developer for the installation and construction of all Improvements and hereby guarantees the workmanship and materials for a period of two years following the City's acceptance by council resolution of all Improvements, except for the bituminous wear course. The two year guaranty on the wear course shall commence upon its installation by Developer and acceptance by the City.

At this time, all improvements, with the exception of the bituminous wear and various punch list items have been substantially completed. Based on our inspection of the improvements, we recommend that the City accept the completed improvements at its City Council Meeting on February 27, 2017 so that the warranty period can begin. Upon completion, a separate resolution will be needed to accept the bituminous wear.

It is also recommended that the City continue to hold the remaining letter of credit (\$84,025) and escrow for 70th Street until all work elements, including punch list items are completed.

Let me know if you have questions or need additional information.

Sincerely,

Bolton & Menk, Inc.

David P. Martini, P.E.
Principal Engineer

**MAYER CITY COUNCIL
RESOLUTION 2-27-2017-11
ACCEPTING PUBLIC IMPROVEMENTS
IN HIDDEN CREEK SIXTH ADDITION**

WHEREAS, HC1, LLC has entered into an agreement with its contractor and various subcontractors, to install public infrastructure in Hidden Creek Sixth Addition, including but not limited to water, sanitary sewer, storm sewer, curb and gutter, streets and sidewalks; and,

WHEREAS, the development agreement for the Hidden Creek 6th Addition provides a guarantee of the workmanship and materials for a period of two years following acceptance by council resolution of all Improvements except for the bituminous wear course; and,

WHEREAS, All improvements with the exception of the bituminous wear and various punch list items have been substantially completed; and,

WHEREAS, the City Administrator and Bolton and Menk, Engineer for the City, have inspected the completed improvements and recommend that the acceptance of said public improvements by the City Council of the City of Mayer for perpetual maintenance; and,

WHEREAS, the two year guarantee on the wear course shall commence upon its installation by the Developer and acceptance by the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAYER THAT; the work completed under said contract is hereby accepted and approved.

BE IT FURTHER RESOLVED THAT: The City hereby accepts the public improvements within Hidden Creek Sixth Subdivision subject to the following requirement:

Developers proof of two year warranty and surety bonds as required in the development agreement.

Adopted by the City Council of the City of Mayer, Carver County, Minnesota, 27th day of February 2017.

Mike Dodge
Mayor

ATTEST:

Luayn Ruch-Hammond, City Administrator

TO: Mayor Dodge/ Mayer City Council
Luayn Murphy / City Administrator

FROM: Greg Kluver / Kluver Consulting

DATE: February, 2017

RE: **2016 Annual Operation Report for the Mayer Wastewater Treatment Facility.**

Enclosed for review is the annual report of operation and maintenance for the Wastewater Treatment Facility as perform by Greg Kluver / Kluver Consulting and Mayer Public Works employee Kyle Kuntz.

In September of 2016, the latest phase of the WWTF began its eleventh year of operation. Since start up in 2005, the WWTF has continued to produce a high quality effluent that well exceeds the permit limits established by the MPCA. The City of Mayer and its Wastewater Facility staff has received a total of 15 Operational Awards from the MPCA and will be receiving its 16th award at the annual Wastewater Operators Conference in March of 2017.

Listed below are items of interest, such as current budget status for year end, plant removal rates, annual flows, Bio Solids removed. Required maintenance, as well as reports and sampling. Also included this year are some cost saving projects staff has implemented.

General Wastewater Treatment Facility Information

1. 2016 Budget – The WWTF portion of the Sewer Budget for 2016 was \$187,180. The year end actual budget amount came in at \$152,666.48 or 18% under budget. Most line items came in under budget with the largest contributors being a reduction in Bio-Solid Removal and Electric Utilities.
2. 2016 flows to the WWTF were 55.30 MG, compared to 46.31 MG in 2014.
3. 2016 Bio Solids Disposal ---211,500 gallons, compared to 202,500 in 2015
4. 2016 Annual removal rate for B.O.D.= 99%
5. 2016 Annual removal rate for Total Suspended Solids = 99%
6. A 20 year Capital Improvement Plan was developed for the WWTF in 2015, Capital improvements from the plan is identified in the annual WWTF Budget as listed in the Plan.

Cost Saving Projects

- Kyle took on the job of repainting the hand rails in the biosolids building. This project was identified in the CIP at a cost of \$4300.00. The project was completed by Kyle at a cost of less than \$500.00 not including his labor.
- Energy Audit conducted on the WWTF by Excel Energy.
- Outdoor lighting is being replaced with energy efficient LED fixtures when the old fixtures fail, 5 fixtures were replaced in 2016.
- After staff analyzed and obtained quotes for CIP projects in 2017, a savings of \$37,300 on 2017 capital Improvements is expected to be realized. (Original CIP identified \$118,290.00, the 2017 adopted budget is \$80,990.00)

2016 Maintenance and Repair at Wastewater Treatment Facility

Please note that common maintenance, reports and sampling conducted on a daily, weekly and monthly schedule are listed as such below. All other maintenance has been listed in the month it occurred on the attached repair log.

Daily

- Perform a plant walk thru as described in the daily inspection and maintenance manual.
- Wash down basins and equipment
- Document required test to MPCA supplemental report form as required by NPDES permit.

Weekly

- Conduct Total Suspended Solids and Settleability tests.
- Conduct a clarifier sludge depth measurement twice per week.
- Grease equipment as needed.
- Conduct influent and effluent sampling twice per week as required by the MPCA, submit to lab for analysis.
- Conduct eyewash system inspection in each building.

Monthly

- Conduct fire extinguisher inspections.
- Complete month end Discharge Monitoring Reports and submit electronically to MPCA.
- Test run emergency generators
- Decant supernatant from digester.

Quarterly

- Conduct Low Level Mercury sampling and submit to Lab for analysis.

Bi-Annual

- Perform spring and fall maintenance inspections of outside heating units for the Pre-Treatment and Tertiary buildings.
- All flow meters in WWTF checked for calibration as required by MPCA
- Haul Bio-Solids from Digester.

Annually

- Prepare annual operating budget, present to City Council
- Complete and send annual Bio-Solids report to MPCA
- Complete annual Industrial Discharge report of Bio-Solids to MCES
- Prepare annual Operation Report and present to City Council.
- Prepare and submit annual application to MPCA for WWTF Operations Award.
- Change oil and filters in all three Aeration Blowers.
- Change oil and filter on air compressor for U.V. System.
- Chlorinate media and clean both Traveling Bridge Filters.
- Vac out main lift station
- Perform inspection and scheduled maintenance of 425 KW Auxiliary Generator.

This concludes the annual report for the year 2016 for the City of Mayer WWTF. Kluver Consulting would like to take this opportunity to thank the City of Mayer for this past year of employment as your contract operator. I look forward to working with the City in 2017 and in future years. If there are any questions, on any aspect of the Wastewater Treatment Facility, please feel free to contact me at any time.

ATTACHMENTS

- January thru December maintenance repair log

2016 Wastewater Treatment Facility Equipment Repair log

JANUARY

- Obtain new quotes for Generator annual maintenance.
- Prepare annual WWTF report to City Council
- Meet with Nu-Telecom service tech on Internet issues.
- Install new soap dispenser in Admin Building

FEBRUARY

- Review spring maintenance requirements
- Receive letter from Metropolitan Council confirming discontinuance of Industrial Discharge Permit #2254.
- Order Bulbs, ballasts, brushes for Wedeco U.V. system.
- Present annual WWTF report to City Council.
- Order testing supplies from Hach.
- Excel Energy conducts Energy Audit for the WWTF.

MARCH

- Change oil, filters, greased and checked belts in all 3 Blowers.
- Replace skimmer floats on both Traveling Bridge Filters
- Replace pressure switch on UV air compressor, change oil and regulator on air compressor.
- Clean bulbs and turn on UV disinfection.
- Order new dehumidifier for tertiary building.
- Total Energy conduct annual maintenance inspection on auxiliary generator.
- Change filters in dehumidifier.
- Clean aeration basin ph probes
- Inspect wiper return on UV bulbs
- Contact Adam Meatzold on quote for outside lighting replacement.

APRIL

- Greg assists Kyle with drain tile locations in Hidden Creek.
- Contact Lester Prairie in preparation for hauling of biosolids.
- Litsau hauled biosolids to Lester Prairie.
- Greased all equipment
- Replaced belt on floc drive on clarifier
- Received a truckload of $\frac{3}{4}$ in red rock for driveway areas around plant

MAY

- Kyle spray fence lines and gravel areas with weed killer
- Install new salt bridges on aeration basin ph probes
- Quality Flow System conduct annual lift station inspections
- Order new UV panel view from Xylem.
- Talk to Hanson painting about sandblast and painting quotes for handrails in digester building. (Identified in 2016 CIP)
- Order new Ph meter with probe for north Aeration Basin(Identified in 2016 CIP)
- Change filter on both dehumidifiers in tertiary building
- Obtain quotes and authorization for new effluent sampler(Identified in 2016 CIP).
- Install new UPS in UV panel.
- Replace tubing on effluent sampler and calibrate.

JUNE

- Install new effluent sampler
- Servo-Cal performed semiannual meter calibrations.
- Repair badger holes on EQ Basin dykes
- A-1 Electric did service call on blower controls.
- Repair lawn edging on NE corner of Clarifier Building.
- Level out $\frac{3}{4}$ inch red rock around digester building.

JULY

- Conduct tour of Wastewater Plant with new City employee Janell
- Perform auto calibration of analytical balance
- Spray weeds around buildings

AUGUST

- Call Owens to schedule a repair of exhaust fan in clarifier building
- Change air filters in tertiary electrical room and in main building.
- Major rain event of 6 inches on August 11, Kyle call MPCA Duty Officer and conducted an emergency release from Lift Station NO. 1.
- Greg help Kyle remove temporary pump from Lift Station No. 1
- Call Evoqua to schedule seal replacement on Clarifier.
- Install new peristaltic hose on Influent sampler.
- Contact AME Electric on quotes for replacement of 2 light packs on pretreatment building, the ballasts were shorting out. Also replacement of pole lighting with LED.

SEPTEMBER

- A-1 Electric do service call on Waste Pump no. alarm, a timer was bad, replaced.
- Control Fire Protection conducted annual fire extinguisher inspection.
- County mowed EQ Basin Dykes.
- Assist City Administrator with Water Supply questions.
- Tighten packing's on grit screw.
- AME Electric replaces 2 outside wall pack lighting and 3 overhead pole lighting with LED lamps

OCTOBER

- Place order with USA Bluebook for paint for digester hand railing.
- Test all electric heaters
- Spray weeds around buildings
- Painted railing in Digester building
- Owen conducts semiannual inspection of 2 makeup air units.
- Painted doors on west side of Admin building.
- EVOQUA technician on site to replace clarifier seal, Greg and Kyle assist.
- Install floats on traveling bridge filters
- Overline and Sons clean lift station at EQ Basin
- Begin researching replacement costs for CIP items identified in the 2017 CIP Plan.

NOVEMBER

- Painted doors on the north and south side of digester building.
- Ideal Services conduct annual cleaning and inspection of VFD drives.
- Continue with obtaining quotes for CIP items.
- Turn water off for season to digester building.
- Greg assists Kyle in putting up Christmas lights.
- Greg help Kyle set up bypass pump at Lift Station No. 1, QFS to do pump work.

DECEMBER

- Meet with representative from All Solar about WWTF.
- Greg helps Kyle install and remove bypass pump at Main Lift Station on Old School House Road. In preparation for lift station work.
- Owen Industries out to repair MAU on Clarifier Blding
- Greg meets with General Repair to obtain quote on Grit Pump replacement in pretreatment building.
- .Review 2017 WWTF Budget with City Administrator.
- Ideal Services install new Variable Frequency Drives for Aerobic and Anaerobic Basins.
- Greg presents WWTF Budget to City Council.
- Replace filter in dehumidifiers in tertiary building
- Order filters for blowers
- Order new water heater for tertiary building.
- Servo Call performs bi annual calibration of flow meters
- Cleaned inlet and outlet tubing for alum pump.

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 27, 2016
Item Name: Wastewater Treatment Facility 2017 Capital Improvements
Originating Department: Wastewater Consultant
Presented by: Greg Kluver/ Kluver Consulting

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.)
 Motion to accept schedule as listed.

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

Identified in the 2017 Wastewater Treatment Plant Sewer Fund Budget Capital Outlay are a number of items that are to be replaced. The items listed in the 2017 Budget were taken from the new WWTF Capital Improvement Plan adopted by City Council in 2015.
 It is staff's intent in this memo to identify a time frame in which budget items will be replaced in 2017, also which of these items fall within the City's Purchasing Policy Limit of \$5,000 and which items are above this amount requiring Council approval.

<u>Capital Outlay Items</u>	<u>Replacement Period</u>	<u>Below Purchase Policy</u>	<u>Above Purchase Policy</u>
1. Dehumidifier	March	\$4,000	
2. Grit Pump R/R	March		\$18,200
3. Pretreatment building piping Flow meter and valves.	April		\$13,000
4. Pretreatment Building lower level Painting walls and piping	April / May		\$10,500
5. Aeration Piping Painting	May / June		\$10,600
6. Main Lift Station and Lagoon Pumps and valve replacement	July / August		\$16,300
7. Water well inspection	September	\$3,200	
8. Ph/Dissolved Oxygen meter for Aeration Basin	September	\$2,200	
9. VFD replacement for RAS Pumps No. 1&2	October	\$3,000	

FINANCIAL IMPLICATIONS: Funding Sources & Uses: 2017 WWTF BUDGET , 640-49480-500 CAPITOL OUTLAY Budget Information: \$80,990 Budgeted Non Budgeted Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Other
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Approved _____ Denied _____ Tabled _____ Other _____
 Resolution No. _____ Ordinance No. _____

MAYER, MN
Sewer Budget 2017
 Current Period: February 2017

02/23/17 8:37 AM

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Account Descr	2016 Budget	2016 Amt	2017 Adopted	2017 YTD Amt	2018 Budget
Fund 640 SEWER FUND					
Dept 49480 Sewer Treatment Plants					
E 640-49480-216 Chemicals and Chem Products	\$12,875.00	\$14,563.28	\$14,483.00	\$1,134.00	\$0.00
E 640-49480-220 Bio-Solids Disposal	\$34,030.00	\$27,782.00	\$34,030.00	\$0.00	\$0.00
E 640-49480-300 Professional Srvs	\$24,925.00	\$23,125.00	\$24,925.00	\$1,900.00	\$0.00
E 640-49480-321 Telephone	\$1,860.00	\$1,639.67	\$1,860.00	\$295.98	\$0.00
E 640-49480-381 Electric Utilities	\$28,440.00	\$26,926.34	\$28,440.00	\$5,289.99	\$0.00
E 640-49480-383 Gas Utilities	\$11,700.00	\$6,191.26	\$11,700.00	\$1,507.42	\$0.00
E 640-49480-385 Testing and Lab Services	\$16,700.00	\$14,378.40	\$16,700.00	\$0.00	\$0.00
E 640-49480-404 Repairs/Maint Machinery/Equip	\$25,850.00	\$24,145.11	\$21,650.00	\$2,082.34	\$0.00
E 640-49480-500 Capital Outlay (GENERAL)	\$30,800.00	\$13,915.42	\$80,990.00	\$1,397.60	\$0.00
Dept 49480 Sewer Treatment Plants	\$187,180.00	\$152,666.48	\$234,778.00	\$13,607.33	\$0.00
Fund 640 SEWER FUND	\$187,180.00	\$152,666.48	\$234,778.00	\$13,607.33	\$0.00
	\$187,180.00	\$152,666.48	\$234,778.00	\$13,607.33	\$0.00

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 27, 2017
Item Name:	Presentation of Annual Audit
Originating Department:	Administration
Presented by:	Luayn Ruch-Hammond

Previous Council Action (if any):

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

A motion accepting the 2016 Audit.

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

Audits help to control the city's financial affairs. Conducted regularly, audits ensure city accounts are being properly kept and that all financial transactions have occurred according to law. Audits are a safeguard to taxpayers, individual public officials and city council.

Major components of an audit include the annual financial report, the audit opinion, the management letter and audit recommendations, the report on legal compliance.

Cities with debt and special assessment funds should review these funds annually to ensure revenues are adequate to repay bonds as scheduled.

The audit opinion does not indicate the financial health of a city, nor does it indicate if a city has been operating efficiently. The audit opinion does not certify that each number contained in the financial report is correct because it is based on only a sample of the city's financial transactions and procedures.

Audits provide valuable information that helps city officials make important policy decisions. The League of MN Cities handbook offers the following suggested questions for Council members to ask the auditor in order to fully understand the report.

- Some questions to ask include:
- How is our city doing financially? The answer will be based on how close the fund balances are to the amounts planned in the budget.
 - Are financial statements consistent with the adopted budget? Significant variations should be identified and the reasons for the variations discussed.
 - What steps can our city take to improve financial operations and our financial health? Auditors may have suggestions for internal controls, and should be asked to comment on actions taken during the last fiscal year to address concerns raised in prior audits.
 - Are revenues generated by enterprise funds adequate to cover expenses and debt service requirements? If not, a rate adjustment may be needed.
 - Is the city using revenues from one fund to subsidize another? Many cities use revenues from liquor stores to fund other city services, for example. The extent and rationale for the subsidy should be examined.
 - Is the city relying on a revenue source that may be susceptible to change?
 - Are there any lawsuits or other contingencies that could affect city finances?

After the Auditor is finished presenting the report staff is requesting that the Council accepts the audit for 2016.

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
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REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 27, 2017
Item Name: Resolution 2-27-2017-13 Employment Agreement City Administrator
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

A motion approving Resolution 2-27-2017-13 Employment Agreement with City Administrator.

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

The City of Mayer enters into an employment agreement with the City Administrator to provide services for the City. The last employment contract was a three year contract and expires on May 9, 2017. Staff is requesting a three year contract with no changes to any other items in the contract. Approval of resolution 2-27-2017-13 Employment Agreement with City Administrator.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Other

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

CITY OF MAYER
RESOLUTION NO. 2-27-2017-13

APPROVAL OF EMPLOYMENT AGREEMENT WITH CITY ADMINISTRATOR

WHEREAS, Luayn Rose Ruch-Hammond is currently employed by the City of Mayer as its City Administrator under an Employment Agreement (Agreement) that expires May 9, 2017, and

WHEREAS, both the City and Ruch-Hammond desire to continue such employment, and

WHEREAS, the City and Ruch-Hammond have negotiated a proposed new Employment Agreement to extend such employment to May 9, 2020, and

WHEREAS, a copy of such Employment Agreement is attached to this Resolution, and

WHEREAS, Ruch-Hammond, as a City employee, will be subject to the same policies, terms and conditions of employment described in the City's employee handbook and other written or oral policies and employee benefit plan documents of the City, except as otherwise specifically provided for in the Agreement.

NOW, THEREFORE, be it resolved, by the City Council of the City of Mayer, Minnesota, that the attached Employment Agreement between the City and Luayn Rose Ruch-Hammond, is hereby approved and the Mayor and Deputy City Clerk are directed to execute the Agreement on behalf of the City of Mayer. The Agreement will expire on May 9, 2020.

Adopted by the City Council of the City of Mayer, this 27th day of February 2017.

ATTEST:

Mike Dodge, Mayor

Janelle Gildemeister, Deputy City Clerk

**CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 27th day of February, 2017, by and between the City of Mayer, hereinafter referred to as “**CITY**”, and Luayn Rose Ruch-Hammond, an individual, hereinafter referred to as “**EMPLOYEE**”,

WITNESSETH:

WHEREAS, it is understood that **EMPLOYEE** will be subject to the same policies, terms and conditions of employment described in the **CITY**'s Employee Reference Manual and other written or oral policies and employee benefit plan documents of the **CITY**, except as otherwise specifically provided for in this Agreement; and

WHEREAS, attached hereto and marked as **Exhibit “A”** to this Agreement is a true and correct copy of the **CITY**'s current job description for the position of City Administrator which job description is subject to revision and change at the City Council's discretion;

WHEREAS, **EMPLOYEE** acknowledges that she must comply with the Minnesota Data Practices Act in keeping municipal data confidential, non-public or private as set forth in MINN. STAT. § 13.01, et. seq.; and

WHEREAS, **EMPLOYEE** acknowledges that her employment is at-will with the **CITY** and that either the **EMPLOYEE** or the **CITY** may terminate their employment relationship at any time, with or without cause or advance notice to the other party except as otherwise provided for in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Compensation of Employment. **EMPLOYEE** shall be paid a salary as a professional and shall not be paid overtime for hours in excess of 40 hours per week as **EMPLOYEE** is classified as an exempt employee and is not subject to the requirements of the state and federal wage and hour laws. **CITY** agrees to pay **EMPLOYEE** for services rendered under this Agreement.
2. Benefits of Employment. **CITY** agrees to provide **EMPLOYEE** with those benefits of employment as set forth below in this Agreement and as may be contained in the Employee Reference Manual, which is subject to amendment by the City Council. As set forth previously above, to the extent the benefits contained in this Agreement conflict with the benefits set forth in the Employee Reference Manual, the benefits set forth in this Agreement shall control.

A. Contribution towards health insurance premium payments. The CITY agrees to contribute towards health insurance premium payments for EMPLOYEE the same as other city employees.

B. Education and Training Reimbursement EMPLOYEE shall be reimbursed for costs associated with job-required education, necessary license training (both to obtain and maintain) and general training, including: tuition, supplies, and mileage subject to the CITY's discretion and pre-approval. EMPLOYEE must obtain CITY's approval prior to incurring such expenses on the CITY's behalf.

Education and training, which are not job required, but are job related, are subject to approval by the CITY. Upon approval, EMPLOYEE shall be reimbursed for the direct costs associated with the instruction, including: tuition; supplies; and mileage. No compensation shall be given for time spent in relationship with the education and training. EMPLOYEE must obtain CITY's approval prior to incurring such expenses on the CITY's behalf.

C. Military Leave. If Minn. Statute § 192.26 or § 192.261 or U.S.C.A., Title 38, Chapter 43, section 4301 to 4307 applies to EMPLOYEE, EMPLOYEE is entitled to the benefits afforded by those sections, subject to the conditions in the law.

D. Leaves Without Pay. The CITY, in its sole discretion, may grant EMPLOYEE a leave of absence without pay for a period of time to be determined by the CITY. Any such request under this subsection shall be made in writing by EMPLOYEE to the CITY for the CITY's consideration and approval.

E. School Conferences and Activities Leave. As per Minn. Statute § 181.9412, EMPLOYEE is allowed up to 16 hours of unpaid leave during any 12 month period to attend school conferences or classroom activities related to the EMPLOYEE's child provided the conferences or classroom activities cannot be scheduled during non-work hours. This leave also applies to attendance at conferences and activities for EMPLOYEE's child who receives child care services as defined in the Statute, or attends a pre-kindergarten regular or special education program. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, EMPLOYEE must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the CITY.

F. Jury/Witness Duty. When EMPLOYEE performs jury duty or is subpoenaed as a witness in Court or voluntarily serves as a witness in a case in which the CITY is a party, EMPLOYEE is entitled to compensation from the CITY equal to the difference between her regular pay and the amount received as a juror or witness.

G. Voting. The CITY encourages EMPLOYEE to fulfill her civic responsibilities by participating in elections. Generally, EMPLOYEE should be able to find time to

vote either before or after EMPLOYEE's regular work schedule. If EMPLOYEE is unable to vote in an election during EMPLOYEE's nonworking hours, the CITY will grant paid time off to vote to EMPLOYEE during the morning of the day of the election pursuant to Minn. Statute § 204C.06.

- H. Holidays. The following calendar days and such other days as the CITY may fix are paid holidays: New Year's Day, January 1st; Martin Luther King's Birthday, the third Monday in January; Washington's and Lincoln's Birthdays, the third Monday in February, Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; Christmas Day, December 25. EMPLOYEE shall also be given one-half holiday each on the afternoon of Christmas Eve and the afternoon of New Year's Eve.

CITY offices shall be closed for business on each such holiday, but EMPLOYEE may be required to work on paid holidays when the nature of EMPLOYEE's duties or other conditions require. If EMPLOYEE is required to work on a holiday, EMPLOYEE shall receive another day off within 3 days thereafter as the CITY determines, unless consideration is given to this factor in determining work schedules.

When New Year's Day, January 1; or Independence Day, July 4; or Veteran's Day, November 11; or Christmas Day, December 25, falls on Sunday, the following day shall be a paid holiday and when these holidays fall on Saturday, the preceding day shall be a holiday. Each holiday commences at the beginning of the first shift on the day on which the holiday occurs and continues for 24 hours thereafter. EMPLOYEE shall receive pay for an official holiday at EMPLOYEE's normal rate of pay if EMPLOYEE is at work or on a leave of absence.

- I. Retirement Benefits. The CITY shall pay the employer's portion of the Minnesota Public Employment Retirement Association contribution on EMPLOYEE's salary pursuant to and in accordance with the requirements of Minnesota law.
- J. Compensatory Time Off. For each calendar year during the term of EMPLOYEE's employment under this Agreement, EMPLOYEE shall be entitled to twenty-four (24) days of compensatory time off which shall vest immediately to EMPLOYEE at the rate of two (2) days per month. The time or times at which such compensatory time off is to be taken shall be determined by EMPLOYEE consistent with EMPLOYEE's duties and obligations under this Agreement. Such accrual of compensatory time off shall not exceed fifteen (15) days without prior approval of the CITY. In other words, EMPLOYEE, if she does not use her compensatory time off during the current calendar year, may carry over 15 of her 24 days into the next calendar year with Council approval, but if her compensatory time off is not used within the next calendar year by August 1st,

said compensatory time off is forfeited by EMPLOYEE. Compensatory time off accrued but unused after August 1st of the following calendar year is lost and will not be paid out to EMPLOYEE under any circumstances. EMPLOYEE agrees not to take more than fifteen (15) consecutive days of compensatory time off without the consent of the CITY. When EMPLOYEE separates from employment with the CITY, EMPLOYEE shall be paid for all of her accrued but unused compensatory time off even if EMPLOYEE is eligible to receive payments upon her separation of employment pursuant to provisions 5 and 6 below.

3. Best Efforts of EMPLOYEE. EMPLOYEE agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the CITY.
4. Employee Reference Manual. This Agreement supersedes all conflicting provisions of the CITY's Employee Reference Manual.
5. Termination of Employment. The CITY may involuntarily terminate EMPLOYEE's employment at any time without cause by the CITY providing to EMPLOYEE advance written notice of thirty (30) calendar days prior to the date of EMPLOYEE's separation of employment from the CITY. In addition, the CITY may terminate EMPLOYEE's employment at any time without any advance written notice as follows:
 - A. Upon the death of EMPLOYEE.
 - B. Upon the occurrence of a physical or mental disability of EMPLOYEE to such an extent that she will be unable to carry out her usual and customary duties and such disability continues or will continue for a period of 180 days. Such disability shall be determined by and in the sole discretion of the CITY, and EMPLOYEE hereby consents to the appropriate physical and/or mental examinations by a physician selected (and to be paid for) by the CITY for the purpose of evaluating EMPLOYEE's condition and ability to perform her duties hereunder. The physician so selected shall be board certified in the area of practice in which the alleged disability of EMPLOYEE falls.
 - C. EMPLOYEE may terminate her employment with the CITY at any time at her sole discretion by providing to the CITY thirty (30) calendar days advance written notice;
 - D. In addition, the CITY shall have the right to terminate EMPLOYEE's employment immediately for Cause. "Cause" shall be defined as:
 - i. The conviction of EMPLOYEE of any crime punishable as a felony;

- ii. EMPLOYEE's material breach of any of EMPLOYEE's obligations under this Agreement, or EMPLOYEE's repeated failure or refusal to perform or observe EMPLOYEE's duties, responsibilities, and obligations as an employee of the CITY for reasons other than disability or incapacity;
- iii. Any dishonesty or other disloyalty of EMPLOYEE affecting the CITY or any citizen, vendor, customer, or employee of the CITY;
- iv. Use of alcohol or other drugs in a manner which affects the performance of EMPLOYEE's duties, responsibilities and obligations as an employee of the CITY;
- v. Commission by EMPLOYEE of any other willful or intentional act which could reasonably be expected to injure the reputation, business or business relationships of the CITY and/or EMPLOYEE;
- vi. The existence of any court order or settlement agreement prohibiting EMPLOYEE's continued employment with the CITY;
- vii. If EMPLOYEE has signed and/or entered into a written or oral non-competition agreement, confidentiality agreement, proprietary information agreement, trade secret agreement or any other agreement which would prevent EMPLOYEE from working for the CITY and/or from performing EMPLOYEE's duties at the CITY; and
- viii. Any other reason or act of misconduct which would permit discharge of an employee of the CITY under disciplinary guidelines applicable to EMPLOYEE as an employee of the CITY or under disciplinary guidelines applicable to non-salaried employees of the CITY, whether or not EMPLOYEE is within the scope of employees covered by such guidelines.

6. Payments Upon Termination.

- A. Without Cause/Involuntary Termination. If the CITY terminates EMPLOYEE's employment without cause, the EMPLOYEE shall be paid a lump sum cash payment based upon her then current compensation equivalent to **twenty** (20) weeks subject to executing a release of claims and severance agreement with the CITY, the terms and conditions which shall be determined by the CITY in the CITY's sole discretion.
- B. No additional payments. It is understood that, except as specifically set forth above, no post-termination payments will be provided to EMPLOYEE following the termination of EMPLOYEE's employment other than accrued but unused paid time off benefits.

- C. Payment through date of termination. In the event of EMPLOYEE's termination, whether voluntary or involuntary, the CITY shall be obligated to pay EMPLOYEE or her estate EMPLOYEE's compensation up to the date of termination, including accrued but unused paid time off benefits.
7. Term of Agreement. The term of this Agreement shall be for a period of thirty-six (36) months commencing May 9, 2017. EMPLOYEE and CITY agree to meet no less than sixty (60) days prior to the end of this Agreement, provided EMPLOYEE's employment has not terminated previously, to meet and consider a new contract of employment. Notwithstanding that the term of this Agreement is for a period of thirty-six months, this Agreement shall automatically terminate (except for those provisions which are indicated within the Agreement survive the termination of this Agreement) at the time of EMPLOYEE's separation of employment from the CITY, whether or not said separation is voluntary or involuntary.
8. Full-Time Commitment. EMPLOYEE will devote her full time and energy to furthering the CITY's business and will not pursue any other business activities which conflict or interfere with her duties under this Agreement.
9. Work Schedule. The duties of the Administrator's position shall be set forth in the job description which is attached hereto as **Exhibit "A"** and incorporated herein by reference as if fully set forth herein, and ordinances and such other duties which are consistent therewith as may be assigned from time to time by the City Council. EMPLOYEE is to work as is necessary to perform the essential functions of her position which may require EMPLOYEE to work more than 40 hours in a given workweek. The CITY requires EMPLOYEE to perform services for the CITY outside of a normal 40-hour workweek schedule as is necessary, i.e., attending council meetings.
10. Return of CITY Property. Upon the termination of her employment, EMPLOYEE agrees to deliver promptly to the CITY all data within her possession regarding the CITY and all property in her possession which belongs to the CITY. This covenant is intended to and does hereby survive the termination of the underlying Agreement.
11. Cooperation In Claims. During the period of EMPLOYEE's employment and for a period not to exceed six (6) years thereafter, at the request of the CITY, EMPLOYEE will cooperate with the CITY with respect to any claims or lawsuits by or against the CITY where EMPLOYEE has knowledge of the facts involved in such claims or lawsuits. Such cooperation shall include, but shall not be limited to, EMPLOYEE providing reasonable deposition, hearing and trial testimony and making herself available at reasonable times to prepare for such testimony with the CITY's attorneys; provided that the CITY shall reasonably compensate EMPLOYEE for all time so devoted to such endeavors; responding to questions that may be posed from time to time by the CITY's attorneys regarding such claims or lawsuits; declining to voluntarily aid, assist or cooperate with any party who has claims or lawsuits by or against the CITY, or with their attorneys or agents; and notifying the CITY and the CITY's attorneys when and if the EMPLOYEE is contacted by other parties or their attorneys or agents involved in actions by or against the

CITY. Nothing in this subdivision shall prevent EMPLOYEE from honestly testifying at an administrative hearing, arbitration, deposition or in court, in response to a lawful and properly served subpoena in a proceeding involving the CITY. This covenant is intended to and does hereby survive the termination of the underlying Agreement.

12. Judicial Modification. If any one or more of the terms of this Agreement are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining provisions will not, in any way, be affected or impaired thereby; and, notwithstanding the foregoing, all provisions of this Agreement shall be enforced to the extent that it is reasonable as determined in Carver County District Court.
13. Choice of Law/Forum. This Agreement shall be construed and determined according to the laws of the State of Minnesota, and any disputes arising out of this Agreement shall be determined in Carver County District Court. The parties acknowledge the existence of sufficient contacts to the State of Minnesota and Carver County to confer jurisdiction upon that court.
14. Entire Understanding. This Agreement sets forth the entire understanding regarding the subject matter hereof and no amendments hereto shall be valid unless set forth in writing and signed by the parties hereto.
15. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
16. Extension. This Agreement may be extended by written agreement of the parties for subsequent terms.
17. Severability. If any of the provisions of this Agreement are hereinafter construed to be invalid or unenforceable, the remaining parts thereof shall be given full effect without regard to the invalid part.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

CITY OF MAYER

By: _____
Mike Dodge
Its: Mayor

ATTEST:

EMPLOYEE
By: _____
Luayn Rose Ruch-Hammond

Janell Gildemeister
Its: Deputy Clerk

CITY OF MAYER JOB DESCRIPTION

JOB TITLE: City Administrator/Treasurer

DEPARTMENT: Administration

SUPERVISION: Mayer City Councilmembers

EFFECTIVE DATE: June 25, 2007

FLSA STATUS: Exempt

SALARY RANGE:

STEP STRUCTURE:

PAY GRADE:

PAY EQUITY POINTS:

PAY PERIODS: Bi-Weekly

HOURS WORKED: 8:00 a.m. – 4:30 p.m. and evenings for meetings.

DEFINITION:

The City Administrator is the Chief Administrative Officer for the city and plans and directs all city operations in line with objectives and guidelines established by the City Council, including financial and administrative functions, personnel, planning and engineering activities, all public works operations, sewer and water utilities, volunteer, fire protection, and contracted police protection coordination; exercises general and administrative supervision over all city employees either directly or through subordinate supervisors; and coordinates planning, legal, building and engineering activities. The City Administrator is responsible for advising the City Council regarding the impact of policy decisions, and representing the interests of the city in metropolitan and state activities as delegated by the City Council. Acting also as Treasurer, this position is responsible for the proper financial administration of the City.

SUPERVISION RECEIVED:

Works under the general supervision of the City Council.

SUPERVISORY FUNCTIONS:

Exercises supervision over all City employees. Has actual authority to perform the following supervisory functions over all City employees:

- Assignment of duties
- Performance evaluations.
- Prioritization of department tasks.
- Adjustment of employee grievances.
- Limited Discipline.

Has recommendation authority to perform the following supervisory functions over all city employees:

- Transfer.
- Suspension.
- Promotion.
- Discharge.
- Hiring.
- Rewards.

EQUIPMENT/JOB LOCATION:

Works primarily from an office in City Hall. Equipment used includes, but is not limited to, personal computer and required programs, printer, dictaphone, fax machine, calculator, postage meter, copy machines, and other equipment as the position requires.

ESSENTIAL FUNCTIONS OF THE JOB:

The following statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

- Directs and manages all aspects of the financial and administrative operations for the city, including making recommendations regarding policy development and financial planning. Ensures efficient conduct of all municipal affairs within overall city objectives.
- Oversees and coordinates the financial/fiscal planning and operations of the city, including development of annual general fund, water/sewer budget and capital improvements program for consideration by the City Council; and, in consultation with the Clerk, oversees the administration and monitoring of expenditures.
- Works with the Clerk to coordinate the preparation of financial statements, financial reports, special analyses, and information reports for presentation to the City Council.
- Communicates, implements, and monitors short- and long-range goals, objectives, policies, and directives of the Council.

- Attends and participates in all meetings of the City Council, as appropriate, and coordinates preparation of agendas, supporting reports, recommendations and action plans, in order to keep the Council fully informed and assist in its policy making role. Assists and coordinates with City commissions and committees as delegated by the City Council.
- Researches and prepares reports and recommendations for City Council consideration on a variety of city issues to improve the health, safety, welfare and economic development of the city, including improved methods of operation, replacement, or upgrading of equipment and exploration of grants or other funding sources.
- Represents the city at various local, regional, and state meetings and functions; represents the city in cooperatively working with other governmental agencies and officials on matters of mutual interests.
- Plans and directs delivery of city services to the public. Works closely with department heads to plan and coordinate their functions and works in cooperation with the city's attorney, engineer, planner and building official to ensure efficient and effective provision of services.
- Communicates with the public regarding city plans, operations and activities. Responds constructively to the questions and complaints of citizens.
- Plans, develops and directs personnel programs, policies and procedures designed to maximize work potential and interests of each employee and to effectively accomplish the city's goals and objectives.
- Trains and supervises all city employees either directly or through subordinate supervisors. Works with department heads to identify goals and standards against which to measure employee performance.
- Conducts annual personnel reviews; makes recommendations to City Council regarding employee salary/benefits packages and conditions of employment. Coordinates all phases of personnel administration, including control over personnel files.
- Represents the city in the negotiation, coordination, and oversight of a wide range of management, administrative, consulting, legal and other service contracts and agreements as authorized by the City Council.
- Performs other duties as delegated by the City Council in order to effectively manage City affairs and achieve City Council objectives.
- Follows all state laws, statues, and regulations pertaining to the functions of the City Treasurer.
- Supervises and assists the Council in preparation and implementation of the annual operating and capital budgets including the recommendation of adjustments, discusses financial issues, types final budget.
- Advises the City Council concerning the financial condition of the City.
- Supervises the City's expenditures and revenues including the following: Identifies money available to be invested; tracks due dates of investments and invests funds with Council approval in accordance with City policy; Monitors expenditures and receipts; responds to complaints and discrepancies in billed amounts and makes adjustments as needed; receives and accounts for cancelled bonds and coupons; Procures payroll records/reports and year end W-2s insurance updates/claims.
- Attends bid openings.

- Maintains, administers and monitors compliance of City contracts.
- Opens and maintains various agreements on computer.
- Prepares a variety of fiscal, statistical reports for City Council.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of city operations.
- Knowledge of state and local municipal laws.
- Effective oral and written communication skills.
- Solid problem-solving skills.
- Knowledge of financial policies and procedures.
- Knowledge of the budget process for a city.
- Excellent administrative skills in areas of fiscal management, project management and accountability.
- Excellent organizational skills, ability to deal with diverse duties and responsibilities effectively.
- Excellent personnel management skills, including experience in hiring, managing, training, and development of staff.
- Collaborative management style.
- Ability to deal with the public with tact, courtesy and professionalism.
- Ability to establish and maintain excellent working relationships with all city contractors and consultants, including but not limited to the city attorney, building inspector, planner and engineer.
- Experience in economic and community development including funding of projects and tax increment financing.
- Familiarity with growth issues, land use planning, zoning, code enforcement, and special assessments.
- Computer and technical knowledge appropriate for city operations.
- Ability to delegate work to department heads, employees and others.
- Ability to analyze long-and-short-term goals.
- Ability to make professional recommendations to Council, department heads and others.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The employee frequently is required to sit and talk or hear, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Ability to use large motor skills which include standing and walking during the workday.
- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.

- The employee will lift and/or move up to 50 pounds for tasks such as folding tables, desk furniture, setting up rooms for meetings, carrying supply boxes and file drawers.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus as it relates to such tasks as reading, processing paperwork, overseeing public activities, computer deskwork, etc.

MINIMUM QUALIFICATIONS:

- Must have a valid Minnesota Driver's license.
- Bachelor's degree in public administration, political science, community development, business, finance, or a related field and three years of responsible public sector administrative and supervisory experience; or
- Bachelor's degree in one of the above areas and five years of public sector professional experience which must have included supervisory experience.

PREFERRED QUALIFICATIONS:

- A master's degree in one of the above fields may substitute for two years of the required experience.

NON-DISCRIMINATION POLICY:

The City of Mayer will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Mayer reserves the right to change and/or eliminate any and all job duties if needed. This position is subject to state drug and alcohol testing.)

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 27, 2017
Item Name: Approval to Release Energy Information
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

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

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*
 A motion authorizing the Mayor's signature on the Consent to Release Customer Energy Usage Data Form.

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*
 Council had instructed staff to contact solar providers and wind generation providers for estimates for the Waste Water Treatment Facility.
 Talk Incorporated is requesting that the City sign consent to release customer energy usage data for Xcel Energy. This is the wind generation company that would like to analyze the electric usage at the WWTF.
 If Council still wants information on wind generation then authorization to allow Talk Inc. access to the City's energy data would be in order.

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

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

Requesting entity name: Talk Incorporated
Contact person: Dick Polipnick
Physical & mailing address: 680 Lincoln Rd., Sauk Centre, MN 56378
Phone: 320-533-1358 Fax: -
Email: dick.polipnick@gmail.com

CONSENT TO RELEASE CUSTOMER ENERGY USAGE DATA

(2) We - the entity identified above - have asked you to authorize Xcel Energy to disclose your Customer Energy Usage Data to us so that we may:

- Provide you with products or services you requested
Offer you products/services that may interest you
Determine your eligibility for an energy program
Analyze your data
Other (specify):

(3) INFORMATION WE ARE REQUESTING

We are requesting access to your Customer Energy Usage Data, which is specific information that Xcel Energy collects from your utility meter (check all service types that apply):

- Electric
Natural Gas
Steam

Xcel Energy's standard report of Customer Energy Usage Data contains monthly usage information. Depending on the type of utility meter installed at your premise, Xcel Energy might be able to provide more granular (daily) Customer Energy Usage Data, and/or information about total energy use in each billing period, average energy use per day, and measured and billed demand.

Interval of Customer Energy Usage Data requested:

- Monthly readings (Xcel Energy's standard report)
Daily readings (if available)

Range of historical Customer Energy Usage Data requested:

- one month
Most recent 12 months
Most recent 24 months
Most recent 36 months
If desired: ongoing future releases of monthly Customer Energy Usage Data through

In addition to the Customer Energy Usage Data described above, the report we receive from Xcel Energy will also include your: name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount.

Exclusion: Xcel Energy will not provide us with your Social Security Number or any financial account number.

CUSTOMER'S CONSENT

Your information is treated as private by Xcel Energy. You are not required to authorize the disclosure of your information, and your decision not to authorize the disclosure will not affect your utility services. Note that Xcel Energy will have no control over the information disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the information recipient maintains the confidentiality of the information or uses it as authorized by you.

By signing this form you acknowledge and agree that you are the customer of record for this account and that you authorize Xcel Energy to disclose your information as specified in this form. This consent is valid for three years or through 12/31/2017, or until you terminate your service or withdraw consent by sending a written request with your name and service address to Xcel Energy at P.O. Box 8 Eau Claire WI 54702 or datarequest@xcelenergy.com. You may terminate this consent at any time.

CUSTOMER ACCOUNT NUMBER(S) (attach addendum if multiple numbers)

(5) FULL SERVICE ADDRESS

SIGNATURE OF CUSTOMER OF RECORD

PRINTED DATE SIGNED



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 27, 2017
Item Name: Twins Youth Clinic
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

A motion authorizing staff to apply for a Twin's Youth Clinic.

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

Every year the City is contacted by the Twins Community Fund and Play Ball! Minnesota about youth clinics. The City was contacted about sponsoring a youth clinic in 2017.

This was presented to the Park Board and they recommending that the City Council authorize an application for a Twin's Youth Clinic for Saturday, July 8, 2017 in conjunction with the Rising Community Festival.

Staff has contacted the Rising Community Festival Committee and they are okay with the City applying for a Twin's Youth Clinic in conjunction with the celebration.

Staff is requesting authorization to apply for a Twin's Youth Clinic.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Other

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

The spring and summer of 2017 is the 57th season the Minnesota Twins, Twins Community Fund and Play Ball! Minnesota, in partnership with Great River Energy, will offer free youth baseball/softball clinics. Created in 1961 by longtime Twins scout Angelo Giuliani, the clinic program serves as a way for Play Ball! Minnesota to promote the baseball and softball to boys and girls throughout the region.

The Play Ball! Minnesota Youth Clinics have always been, and will continue to be, available to participants and communities free of charge. Funding for the Play Ball! Minnesota Youth Clinics is provided by the Twins Community Fund and Great River Energy. No advanced registration is required to participate in a clinic, but participants must complete a waiver form before they will be allowed to participate.

The current baseball clinic format was developed by former Twins general manager, and amateur baseball supporter, Terry Ryan and former Twins executive Bob Gebhard. The current softball clinic format was developed by Terry Ryan Award winner and longtime softball instructor Jim Berbee. Clinics are broken up into two sessions (unless otherwise noted); the first session is for 6-9 year olds, and the second for 10-13 year olds.

Play Ball! Minnesota is currently seeking host communities for the 2017 season. For more information and to apply to host a clinic click on the apply button below.

Luayn Ruch-Hammond

From: Scott Wakefield [scottw@firstmnbank.com]
Sent: Thursday, February 16, 2017 11:38 AM
To: Luayn Ruch-Hammond
Subject: RE: Twins Youth Clinic

Luayn ,

Yes, we would like that to happen again, thanks...the 5K was ok, with us, but we had concerns on the route, ...who's going to work the event, (None of Us) etc.

Scott W.

From: Luayn Ruch-Hammond [<mailto:cityadmin@frontiernet.net>]
Sent: Thursday, February 16, 2017 11:11 AM
To: Scott Wakefield
Subject: Twins Youth Clinic

Scott,

Can you tell me if the Mayer Rising Community Festival is okay with the City sponsoring a youth clinic on Saturday, July 8? Also, they agreed to do the 5K and I am checking on the timing company to see if they have someone available to time the event.

Luayn

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 27, 2017
Item Name: Architect & Engineering Services
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

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

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*
 A motion authorizing the Mayor's signature on the Proposal for Architectural Design services with Oleson and Hobbie and for the City to engage the services of the City Engineer in a site plan.

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*
 Park Board is requesting that the City Council authorize architect and engineering services for the construction of a park shelter in Old Schoolhouse Park. Staff has received two proposals for architectural services.

	Firm	Fee	Fee
	Brunton Architects	\$25,550.00	
	Oleson & Hobbie		\$10,300.00
	Total Fee	\$25,550.00	\$10,300.00

The City will have to have a discussion with Dave Martini on costs to prepare a site plan. Staff is recommending that the City Council approve the services of Oleson and Hobbie and Bolton and Menk for services for the picnic shelter in Old Schoolhouse Park.

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	
Budget Information:	
_____ Budgeted	
_____ Non Budgeted	
_____ Amendment Required	Other _____

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

February 23, 2017

Ms. Luayn Ruch-Hammond
City Administrator
City of Mayer
413 BlueJay Ave
Mayer, MN 55360

**OLESON
+HOBBIE
ARCHITECTS**
LLC
330 Stadium Road, Suite 202
Mankato, MN 56001
info@oharchitects.com
T 507.385.1158

**RE: PROPOSAL FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR A NEW
PARK SHELTER AND RESTROOM FACILITY FOR THE CITY OF MAYER**

Dear Luayn,

On behalf of Oleson+Hobbie Architects, thank you for allowing us the opportunity to present our proposal for a architectural and engineering design services for a new park shelter and restroom facility for the City of Mayer. We have assembled the following information explaining how Oleson+Hobbie Architects would approach the project.

PROJECT UNDERSTANDING

It is our understanding that you wish to reuse the existing plans for a 26'-8" x 35' restroom facility that we prepared in 2014 and add a 24' x 64' shelter to the end of the building. The city will save the design costs with use of the previous plans as a basis to start, but there will be some small additional costs with the design of the addition of the shelter and its new location.

APPROACH TO THE PROJECT

We will assist you in the step by step process of site development coordinating with your civil engineer, preparing construction documents, bidding and construction administration. We will also coordinate the process with city and state officials through all phases of design and construction. It is assumed that the existing sanitary sewer and water main utilities are sufficient for the proposed project. It is assumed that surveying services and civil engineering will be provided by others and that information regarding site topography and utilities will be provided.

PROFESSIONAL DESIGN TEAM

We have gathered the same professional consultants used for designing the first park restroom project in 2014. As the architect for the project, we will be the single source for our design team. Our professionals are listed below:

- | | |
|---------------------------|------------------------------|
| ▪ Architects | Oleson+Hobbie Architects LLC |
| ▪ Structural Engineers | GP Engineering LLC |
| ▪ Mechanical, Electrical, | |
| ▪ Plumbing (MEP) Engineer | Dolejs Associates Inc. |

**ARCHITECTURAL, STRUCTURAL, MECHANICAL & ELECTRICAL ENGINEERING SERVICES
SCHEMATIC DESIGN, DESIGN DEVELOPMENT, AND CONSTRUCTION DOCUMENTS**

- Provide a code analysis for the project
- Review local city, county and state ordinances/codes regarding project requirements
- Preparation of Construction Documents and specifications for architectural, structural and MEP engineering which includes floor plans, interior elevations, exterior elevation, schedules, roof plan, reflected ceiling plans, and specifications for bidding and permitting.
- Coordinate construction documents for bidders.
- Submit Construction Documents to the city and state for plan review. (Submittal plan review fees to City and State to be paid by Owner)
- Review contractors request for information during construction
- Shop Drawing review of specified materials and design systems as required
- Provide a total of 3 site visits for pre-construction meeting, mid-construction meeting and a final inspection/punch list for certificate of occupancy

ADDITIONAL SERVICES IF REQUIRED:

- A topographic survey showing existing conditions with point data and elevation information in electronic format will be provided by others for our use. This information would be helpful in the design to know exactly what we are working with.
- Civil engineering will be provided through the City of Mayer
- This proposal assumes there will be no LEED analysis required. Any services for LEED analysis will be done as additional service.

DESIGN FEES

We will prepare the above scope of work with the break down stated below.

Construction Documents for Bidding	
▪ Architecture	\$5,500.00
▪ Structural Engineering	\$2,000.00
▪ <u>MEP Engineering</u>	<u>\$2,800.00</u>
▪ Total Design Fees	\$10,300.00

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to our base services incurred by the architect. The reimbursable cost includes travel, printing for meetings, reproduction for final documents. Travel will be reimbursed at the 2017 IRS standard mileage rates.

We would be able to start work on your project shortly after we receive a signed proposal.

CONCLUSION

If you have any questions regarding our proposed fees or scope of work, please contact us at 507.385.1158. If the above information is acceptable to you, please sign below and return a copy to our office. Thank you again for the opportunity to present this proposal. We look forward to working with you and the City of Mayer once again.

Sincerely,



Eric L. Oleson AIA
Principal / Partner
Oleson + Hobbie Architects, LLC

Name	Signature	Date
------	-----------	------



MANKATO
225 BELGRADE AVE
NORTH MANKATO, MN 56001

MINNETONKA
5900 GREEN OAK DRIVE, STE 300A
MINNETONKA, MN 55343

February 22, 2017

Attn: Luayn Ruch-Hammond, City Clerk
City of Mayer
413 Bluejay Avenue
Mayer, MN 55360
Email - cityadmin@frontiernet.net

RE: Design Services for Restroom / Park Shelter Building in Mayer

Dear Louanne,

Thank you for the opportunity to present you with a design proposal for the park shelter building that you are proposing in Mayer, MN. Brunton Architects & Engineers proposes to provide professional design services which will include architectural design, mechanical, plumbing, electrical, and structural engineering for the construction of a new park shelter building, as outlined herein.

The proposed park shelter will be preliminarily designed as 64' long x 24' wide and will include ADA toilet rooms, covered entrance, and sheltered picnic area. The building is proposed to have masonry finishes for the public toilet room walls and wood framed roof structure, complete with asphalt shingles and structural columns to support the roof.

**ARTICLE 1 CONCEPTUAL DESIGN/SCHEMATIC DESIGN PHASE –
TASK 1**

- 1.1 Conceptual work to include development of the preliminary floor plans, exterior elevations, and rendering.
- 1.2 Includes preliminary review of the International Building Code and the Minnesota State Building Code as they apply to the project.
- 1.3 Schematic drawings are to be used for review and approval by you, city staff, planning commission and council.
- 1.4 Includes meetings at the office of Brunton Architects & Engineers, trips to view the site, and two sets of reproducible plans (24x36).



PH: 507.386.7996 FAX: 507.386.7992

bruntonarchitects.com

**ARTICLE 2 DESIGN DEVELOPMENT/CONSTRUCTION DRAWING PHASE –
TASK 2**

- 2.1 Construction Drawing Phase shall include preparation of architectural, mechanical, plumbing, electrical, and structural, drawings per the owner approved and initialed schematic drawings.
- 2.2 Construction Drawing Phase shall include the final review of the International Building Code and the Minnesota State Building Code.
- 2.3 Civil Engineering will be performed by others. Brunton Architects & Engineers will coordinate with your selected civil engineer and incorporate their drawings in our set of documents.
- 2.4 Architectural construction drawings shall include a cover sheet, architectural site plan, floor plans, enlarged special area plans, roof plan, exterior building elevations, building sections, wall sections, construction details, room finish schedule, door schedule, hardware schedule, miscellaneous details, and window and door details.
- 2.5 A landscape plan will be prepared by others, not in our contract, and should contain tree and shrub planting schedule and details.
- 2.6 Structural construction drawings shall include a footing/foundation plan; floor framing plans, roof framing plan, structural details and structural notes.
- 2.7 Mechanical construction drawings, including HVAC plans and details, schedules, and miscellaneous details will be prepared by our staff engineer and coordinated with the electrical consultant.
- 2.8 Plumbing construction drawings, including plumbing plans and details, fixture schedules, and miscellaneous details will be prepared by our mechanical engineer and signed and certified. Plan review fees shall be paid by the City, if any.
- 2.9 Electrical construction drawings, including power distribution plans, lighting plans for building and immediate site, panelboard layouts, schedules and construction details will be prepared by our consultant electrical engineer.
- 2.10 Construction drawings are to be used for final bidding, to secure a building permit, and to construct the building.



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- 2.11 Includes meetings at the office of Brunton Architects & Engineers and five sets of reproducible plans (24x36).
- 2.12 All changes by the owner after the start of construction drawings in excess of the time allowed for Drawing Changes and/or Revisions as specified in Article 7 herein shall be billed at the hourly rates listed in Article 10 herein.

ARTICLE 3 CONSTRUCTION ADMINISTRATION – TASK 3

- 3.1 Respond to Owner and Contractor inquiries regarding construction documents.
- 3.2 Prepare addendums to the Construction Documents and upload to our website.
- 3.3 Submit construction documents to required approval agencies or jurisdictions for review and approval. Permitting and application fees will be paid by the Owner.
- 3.4 Preparation of contracts, if any.
- 3.5 Preparation of any necessary change orders or modifications to contracts.
- 3.6 Includes review of architectural and structural shop drawings, and advice on selection of exterior finish materials and finishes.
- 3.7 Included are a total of four site visits by the architect to observe progress and substantial completion.
- 3.8 Attendance at final completion walk-through and preparation of punch list of remaining work items.

ARTICLE 4 COMPENSATION

- 4.1 Total fee for services with anticipated time required listed herein shall be:

Task 1 - Conceptual Design

Schematic Design	\$2,900.00
------------------	------------



Task 2 – Design Development/Construction Documents

<u>Civil Engineering</u>	By Others
<u>Architecture</u>	
Design Development	\$1,900.00
Construction Documents	\$9,400.00
Construction Administration	\$2,400.00
<u>Structural Engineering</u>	
Design Development	\$1,200.00
Construction Documents	\$2,300.00
<u>Mechanical/Electrical Engineering</u>	
Mechanical (HVAC + Plumbing) Engineering	\$2,550.00
Electrical Engineering	\$2,900.00
Total Fee:	\$25,550.00

ARTICLE 5 REIMBURSABLE EXPENSES

- 5.1 Reimbursable expenses shall include additional trips to the job site, postage, shipping, messenger services, vehicle mileage, plan review fee, printing and reproduction (casual printing for in-house use by architect and structural engineer is included).
- 5.2 Reimbursable expenses shall be invoiced at the rates shown in Article 10 herein.



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ARTICLE 6 SITE VISITS

6.1 Site visits to observe construction, answer questions in the field, and review construction for contractor payment request may be provided on an As Needed or As Requested basis, but **SHALL BE REQUIRED** for all certifications of monthly payment requests. Twenty-Four hour notice is required for all job site visits.

ARTICLE 7 DRAWING CHANGES AND/OR REVISIONS

7.1 Includes four (4) hours for revisions to the drawings as a result of changes after the start of Construction Drawings. All changes and/or revisions in excess of those listed above shall be billed at the rates shown in Article 10 herein.

ARTICLE 8 SERVICES NOT INCLUDED

8.1 Civil engineering, landscape design, surveying, soils engineering, soils testing, test for hazardous materials, construction staking, and other special consultants.

ARTICLE 9 AS-BUILT DRAWINGS

9.1 At our client's request, we can provide as-built drawings of the project after the project is complete. The time required to produce as-built drawings will be billed on an hourly basis according to the rates outlined in Article 10 herein.

ARTICLE 10 REIMBURSABLE EXPENSES AND OTHER SERVICES

10.1 All other requested services shall be billed at the following rates.

Senior Architect / Principal	\$160.00
Project Architect 2	\$115.00
Project Architect 1	\$ 95.00
Mechanical Engineer	\$125.00
Job Captain / Project Manager	\$ 95.00



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Architectural Draftsperson 2	\$ 85.00
Architectural Draftsperson 1	\$ 75.00
Interior Designer 1	\$ 95.00
Clerical	\$ 40.00
Mileage Charge	\$ 00.56 per mile
Consultants	1.25 times cost
Printing and Reproduction Costs	11x17 sheet = \$1.00/sheet 24x36 sheet = \$2.50/sheet
Postage and Messenger Services	1.25 times cost

ARTICLE 11 PAYMENT

- 11.1 Billing shall be on a monthly basis as the percentage of the work complete on the last day of the month. Payment shall be due no later than 30 days after the statement date.
- 11.2 Late charges shall be added at a rate of 1-1/2 percent of the past due amount beginning on the thirty-first day after the statement date.
- 11.3 A retainer in the amount of 10% of the contract will be required to be submitted with the signed contract upon which time work will commence.

ARTICLE 12 MISCELLANEOUS PROVISIONS

- 12.1 The prices quoted herein shall be in effect until thirty days past the date of the proposal, and are subject for review and revision for any work not authorized to be completed after that date.
- 12.2 Drawings shall remain the property of Brunton Architects & Engineers and are to be used for the construction of this project only.
- 12.3 An AIA Contract Between Owner/Architect for design services will be drafted up for signature by both Architect and Owner before work commences.



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ARTICLE 13 MECHANIC'S LIENS

13.1 Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

13.2 Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Thank you again for the opportunity to present this proposal for your consideration. Please feel free to give me a call with any questions or concerns regarding the information contained in this proposal letter.

If the terms of this proposal are acceptable, please sign and date below and return with retainer to Brunton Architects & Engineers. We would work with you to develop a schedule for design, get started with Task 1 and prepare an AIA Agreement between Owner and Architect.

Sincerely,



Corey A. Brunton, CEO / Principal

Brunton Architects & Engineers

Client Name (Print): City of Mayer
Client Signature: Mayor Date: 2/27/17



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REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 27, 2017
Item Name: Installation of Curbing West Ridge Park
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

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

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*
 A motion approving the installation of the curbing in West Ridge Park in the amount of \$8,330.00.

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*
 Attached is the quote from Thomas Clemensen Concrete and Masonry for the installation of the curbing in West Ridge Park.
 Park Board has reviewed the request and is recommending to the City Council to accept the bid for the West Ridge Park curbing in the amount of \$8,330.00. This item is included in the park board capital outlay line item for 2017.

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

Approved _____ Resolution No. _____	Denied _____	Tabled _____ Ordinance No. _____	Other _____
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City of Mayer
413 Bluejay Ave.
Mayer, MN. 55360

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

Discovery Park 288'=\$4,896.00

West Ridge Park 490'=\$8,330.00

Meadow Park 265'=\$4,505.00

Old Schoolhouse Park 310'=\$5,270.00

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

Material and Labor
Total \$23,001.00

Signature:  Date: 4-11-2016

Approval: _____ Date: _____

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 27, 2017					
Item Name:	Approval of Application for Extension of Wellhead Protection Plan					
Originating Department:	Administration					
Presented by:	Luayn Ruch-Hammond					
Previous Council Action (if any):						
Item Type (X only one):	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	

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

A motion authorizing staff to submit the wellhead protection plan evaluation and updated implementation table for 2018-2018.

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

The purpose of a Wellhead Protection Program (WHPP) is to prevent pollution within an area surrounding municipal wells and to serve as a management program to protect aquifers used for drinking water. This area is called the Drinking Water Supply Management Area (DWSMA)

A wellhead protection area is a surface or subsurface land area regulated to prevent contamination of a well or well field that is used to supply public water. This is the Wellhead Protection Area (WHPA).

The Safe Drinking Water Act was amended in 1986 requiring states to develop and implement a Wellhead Protection Plan (WHPP.)

Phase one of the wellhead protection program was an analysis of Mayer's wells and was completed in March of 2006. It consisted of modeling the direction of aquifer flow, land uses within a 10-year travel time and locating all possible private wells within the Drinking Water Supply Management Area (DWSMA). The end result was a determination of well vulnerability. Mayer's wells included in the WHPP were all found to be non-vulnerable.

Phase two was completed in March of 2008 is a continuous implementation plan with the purpose of protecting areas surrounding the wells from contaminants. This plan had specific goals and objectives that the City would be implementing.

The City was required to complete an updated implementation plan in January of 2010. The City examined the goals that were established as part of Phase two and goals were either changed or extended.

The City was contacted by the MN Department of Health that the City's plan was eligible for an extension for ten years. Staff met on Thursday February 9, 2017 with Karen Vos, MN Department of Health Planner to review the necessary next steps for the City.

The next step is for the City to request a plan extension provided the City complete and submit an evaluation of the progress of the existing plan and outline strategies for implementation for the next ten years. During the meeting goals and objectives were reviewed and new goals were established for the next ten years. The updated implementation table is attached as well as a map of the DWSMA and the letter from the MN Department of Health.

Staff is requesting authorization to submit the Wellhead Protection Plan Evaluation Updated Implementation Table for the years 2018-2028.



Minnesota
Department
of Health

PROTECTING, MAINTAINING & IMPROVING THE HEALTH OF ALL MINNESOTANS

January 20, 2017

Ms. Luayn Ruch-Hammond, Administrator
City of Mayer
413 Bluejay Avenue
Mayer, Minnesota 55360

Dear Ms. Ruch-Hammond:

Subject: Notification of Eligibility for a Nonvulnerable Wellhead Protection (WHP) Plan Extension

The Minnesota Department of Health (MDH) is notifying the city of Mayer that it is eligible for a ten-year WHP plan extension. Your public water supply system is eligible for this extension because the department has determined that your primary wells and drinking water supply management area continue to be nonvulnerable to potential contamination and your existing WHP plan will provide protection to your public water supply system.

WHP is a program intended to prevent contaminants from entering wells used by public water supply systems. The emphasis is on preventing problems before they occur, supporting public health protection, and protecting the resources you invested in your public water supply system. WHP is accomplished through the development and implementation of WHP plans.

The plan for your system will be extended for a period of ten years provided you complete and submit to the department an evaluation of the progress of your existing plan and outline a strategy for continued implementation of plan activities. These items must be submitted to the department 90 days prior to the expiration date of your existing plan (March 24, 2018). Failure to do so may require development of a formal WHP plan amendment as required by Minnesota Rules, part 4720.5570, subpart 3.

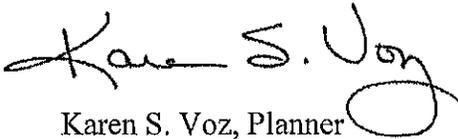
Failure to have either a WHP plan extension or amendment approved prior to your existing plan's expiration date may result in a Notice of Violation.

We are committed to providing you with a high level of assistance and technical support. MDH will provide assistance to you for completion of the plan extension. I will contact you in the coming weeks to set up a time for a meeting with you to discuss and complete the WHP plan extension.

Ms. Luayn Ruch-Hammond
Page 2
January 20, 2017

Enclosed for your information is a fact sheet entitled "Nonvulnerable Wellhead Protection Plan Extensions, Questions & Answers for Public Water Suppliers." We look forward to working with you to continue drinking water protection efforts for the city of Mayer. If you have any questions, please contact me at (320) 223-7322.

Sincerely,

A handwritten signature in black ink that reads "Karen S. Voz". The signature is written in a cursive style with a large, looped "O" at the end.

Karen S. Voz, Planner
Source Water Protection Unit
Environmental Health Division
3333 West Division Street, Suite 212
St. Cloud, Minnesota 56301

KSV:TVW

Enclosure

cc: Ms. Amy Lynch, Engineer, Community Public Water Supply Unit, Mankato District Office

Nonvulnerable Wellhead Protection Plan Extensions Questions & Answers for Public Water Suppliers

1) *Why is the Minnesota Department of Health (MDH) granting a ten-year extension of my nonvulnerable Wellhead Protection (WHP) Plan?*

The aquifer that supplies water to your public water supply system is protected by a natural geologic layer that prevents or slows the downward migration of water and contaminants from the land surface. Granting a ten-year extension to your WHP Plan will allow MDH to focus limited resources where the greatest public health benefits can be achieved (i.e., for public water suppliers with known contamination problems and those in highly sensitive groundwater areas).

2) *How does MDH know that my source aquifer is nonvulnerable?*

Testing by MDH for tritium and other chemical indicators confirms that your source water is composed of older water that has not been impacted by human-caused contamination. This means that the overlying natural protective geologic layer is sufficient to prevent the movement of contaminants into your source aquifer.

3) *How will a ten-year extension of my nonvulnerable WHP Plan continue to provide protection for my public water supply system?*

The fundamental goal of WHP is to prevent contaminants that may have adverse health effects on human health from entering public water supply wells. By continuing to implement management strategies from your existing plan, you will also continue to manage those potential contaminants sources most likely to impact your wells.

4) *Won't the WHP Plan of Action (management strategies) chapter of my plan be outdated and need updating?*

Yes. An Updated Implementation Table will be created as part of the extension process. The Updated Implementation Table will consist of selected measures from your existing plan with new dates and timeframes. The Updated Implementation Table will contain the management strategies you will continue to implement during the ten-year extension.

5) *Does a ten-year extension mean that I do not have to amend my WHP Plan at this time?*

Yes, it does.

6) *Can I choose to amend my WHP plan anyway?*

Yes, you may choose to amend your plan; but MDH will only be able to offer technical assistance for a nonvulnerable plan amendment as limited resources allow. Please be aware that, if you decide to proceed with a plan amendment, it could mean you may incur substantial expenses.

7) *Do I need to do anything to receive a ten-year extension of my nonvulnerable WHP Plan?*

Yes, you must prepare and provide to MDH the following two items:

- An evaluation of your existing plan and
- An Updated Implementation Table.

8) *Will I receive any help in completing the plan evaluation and Updated Implementation Table?*

Yes. A source water protection planner (either a MDH or Minnesota Rural Water Association planner) will meet with you to discuss what is needed and provide technical assistance in preparing the documents.

9) *Will my public water supply system still be eligible for SWP Plan Implementation Grants?*

Yes, provided the activity is included in the Updated Implementation Table approved by MDH.

10) *Will MDH expect management of old municipal wells if they were not included in my existing plan?*

Yes. To meet your fundamental goal of preventing contaminants from entering your public water supply well(s), it is important that unused, unsealed wells be properly managed. MDH will provide an updated report on old municipal well information housed in our files.

11) *Are there any other recommendations from MDH?*

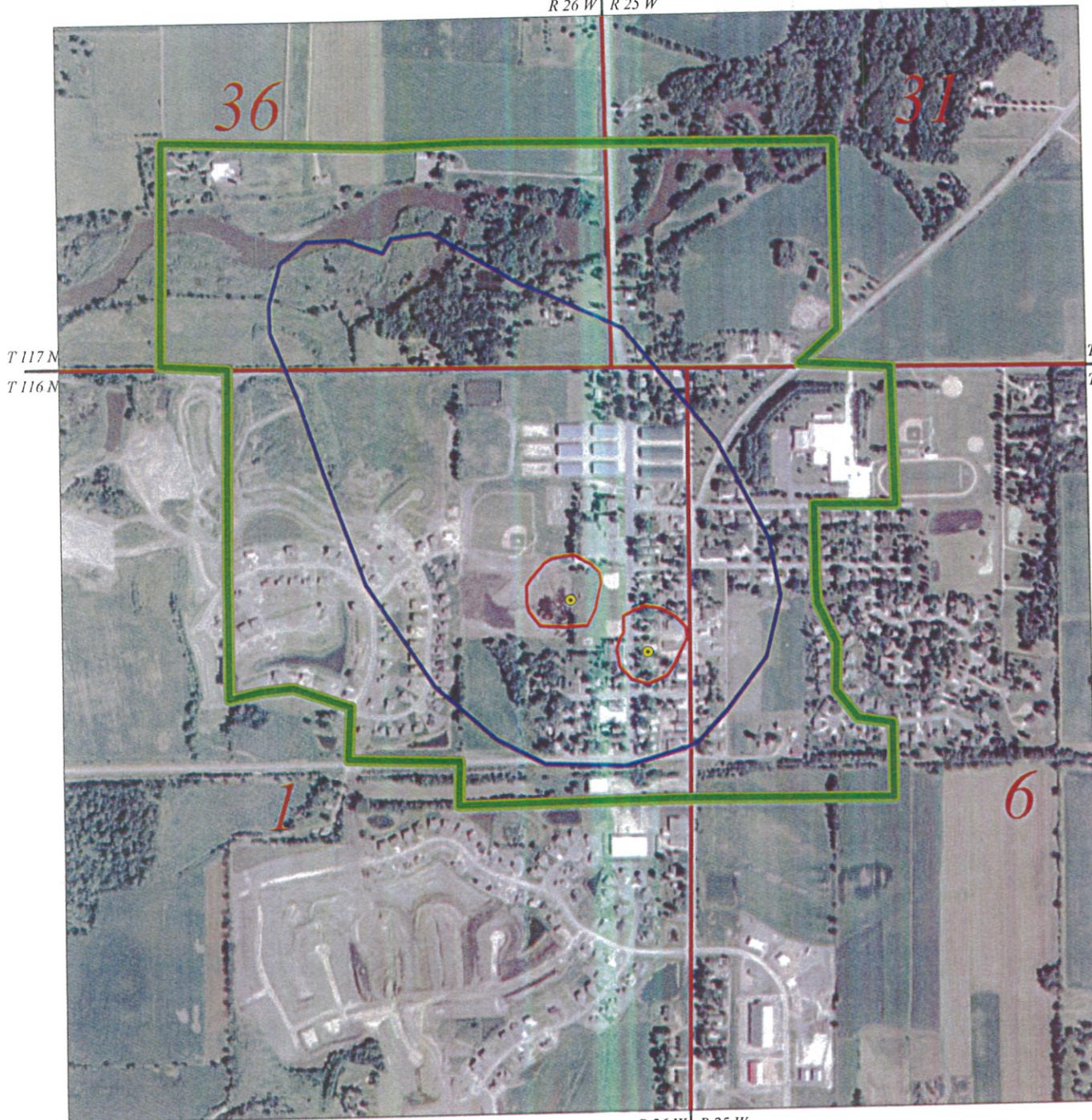
Yes. It may be helpful to update the Contingency Chapter in your existing WHP Plan if the information is outdated. An up-to-date Contingency Strategy will help you respond in a timely and effective way to any interruption of your system.

Minnesota Department of Health
Source Water Protection Unit
P.O. Box 64975
St. Paul, Minnesota 55164-0975



To obtain this information
in a different format, call:
651-201-4700

R 26 W | R 25 W



Mayer

*Drinking Water Supply
Management Area
(DWSMA) MN-00383
10 year Time of Travel*

Public Water Supply Well

- Primary
- Emergency Response Area
- Wellhead Protection Area (WHPA)
- DWSMA

Low Vulnerability



Approved May 1, 2006

R 26 W | R 25 W

**NONVULNERABLE
WELLHEAD PROTECTION PLAN EXTENSION
for
City Of Mayer**

Public Water Supplier Name
PWS ID # 1110006

*Wellhead Protection Plan Evaluation
Updated Implementation Table*

This plan extension is in effect from:
2018 to 2028

Wellhead Protection Plan Evaluation

A. Documentation of the implementation of wellhead protection measures.

Summarize your implementation efforts. You can either attach a copy of the pages from your current plan with the measures you have implemented circled and the date(s) when the measure was implemented noted, or insert the information below.

See attached Action Items.

B. Additional Financial Resources

Have you taken advantage of local, state, or federal financial resources (such as Well Sealing Grants, SWP Grants, Clean Water Fund Grants or LCCMR funds) to help you implement your wellhead protection plan? YES NO

C. List problems and difficulties you have had with plan implementation.

Are there budget or staff constraints which are hindering implementation efforts? YES NO

Comments:

Do you lack the authority or expertise to implement some WHP Plan strategies? YES NO

Comments:

Have you experienced difficulties in working cooperatively with federal, state, or local agencies to protect your drinking water? YES NO

Comments:

Public Water Supplier Name

Updated Wellhead Protection Plan Implementation Table

<i>WHP Measure #</i>	<i>Description</i>	<i>Objective</i>	<i>Priority (Optional)</i>	<i>Responsible Party & Cooperators</i>	<i>Estimated Cost</i>	<i>Implementation Time Frame</i>											
						<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>		
<i>A1-1</i>	WHP Measure A1-1: Review and update the IWMZ inventory for all wells in the system.	Effectively manage the IWMZ to reduce the likelihood of contaminants from entering the wells at a level to cause human health impacts.		MDH and MRWA	Staff Time	X			X		X						X
<i>A1-2</i>	WHP Measure A1-2: Monitor setbacks for all new potential sources of contamination located within the IWMZ.	Effectively manage the IWMZ to reduce the likelihood of contaminants from entering the wells at a level to cause human health impacts.		MDH and MRWA	Staff Time	X			X		X						X

WHP Measure #	Description	Objective	Priority (Optional)	Responsible Party & Cooperators	Estimated Cost	Implementation Time Frame										
						2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
A1-5	WHP Measure A1-5: Contact well owners in a WHP area to educate them directly by use of a newsletter on well head maintenance.	Effectively manage the IWMZ to reduce the likelihood of contaminants from entering the wells at a level to cause human health impacts.		MDH and MRWA	Staff Time		X		X		X		X		X	
A1-6	WHP Measure A1-6: Be involved in coordinating local efforts to properly seal unused wells and to inform residents about well sealing funds available from Carver County.	Effectively manage the IWMZ to reduce the likelihood of contaminants from entering the wells at a level to cause human health impacts.		MDH and MRWA	Staff Time		X		X		X		X		X	

Use additional pages as needed

Request for Approval of the Nonvulnerable Wellhead Protection Plan Extension

Date: February 27, 2017

RE: Mayer Nonvulnerable Wellhead Protection Plan Extension

The City of Mayer has completed an evaluation of its Wellhead Protection Plan for its drinking water supply wells and developed an updated implementation table for the plan and has enclosed these items for review. At this time, the City of Mayer formally requests the Minnesota Department of Health to approve the enclosed Nonvulnerable Wellhead Protection Plan Extension for a period of ten years.

The City of Mayer agrees to implement the activities identified in the enclosed updated implementation table for the Wellhead Protection Plan in accordance with Minnesota Rules, part 4720.5560, subpart 1.

Printed Name of Wellhead Protection Manager

Luayn Ruch-Hammond

Printed Name of Employer

City of Mayer

Signature of Wellhead Protection Manager

Send to:

Minnesota Department of Health Source Water Protection Unit Attn: Ms. Trudi Witkowski P.O. Box 64975 St. Paul, Minnesota 55164-0975



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 27, 2017
Item Name: Additional Office Staff
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

A motion authorizing up to 24 hours of additional staffing in the office during the City Administrator's vacation.

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

I will be on vacation from noon on March 7- 4:30 PM on Friday March 10. I am requesting additional staffing in the office during my absence. The request is for up to 24 hours of time to use Judi Edholm to assist in covering of the office. The proposal is for her to work from 10:00 AM on Wednesday to 2:00 PM. Staff on duty be given the flexibility to have Judi work more time if necessary. She could stay later than the 2:00 PM if there is a need for additional staff and or come in earlier if needed.

Judi's hourly rate is \$10.30 if she worked the full 24 hours the total would be \$247.20 plus taxes. Staff is requesting approval of 24 hours of time for Judi Edholm to assist in covering the office during my absence.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Other

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

Metro Governance Transparency Initiative

Bringing Greater Public Openness and Stability to the Metropolitan Council

The Metropolitan Council has responsibility and authority to guide the region's growth and to provide important regional services. A strong regional governing body is critical to maintaining and strengthening the vitality of the metropolitan region. Our coalition supports legislation that aligns local governments more closely with the Metropolitan Council, ensuring that the Council is more accountable to the interests of citizens, represents local and regional issues and values more effectively and benefits from continuity in leadership.

About the Legislation

HF 828 (Rep. Tony Albright, R - Prior Lake)

SF 892 (Sen. Eric Pratt, R - Prior Lake)

- » In 2011, the Office of the Legislative Auditor recommended an alternative governance model with local elected officials to improve accountability and transparency in regional government.
- » Conforms to Federal Law.
- » Modeled after regional governing bodies in other major metropolitan areas (Minnesota's Metropolitan Council is the only one in the nation that is not made up of elected officials).
- » Bi-partisan Support.

A Restructured Governance Model: How it Works

- » Conforms Metropolitan Council district boundaries to the seven counties it represents.
- » Respects the current sixteen Metropolitan Council districts within the seven counties.
- » Includes four additional ex-officio members to meet Federal Metropolitan Planning Organization requirements.
- » Expands total membership of the Metropolitan Council to 27 from the current 17.
- » Each County Board appoints its own representative.
- » Cities and Townships within each district appoint their own representatives.
- » Only requirement of an appointee is that he/she holds an election certificate of some type.
- » One Member. One Vote.
- » The Chair is appointed by and from the members of the Council.
- » Sixty percent super-majority required to adopt systems plans or levy tax dollars.
- » Effective January 1, 2019.

Communities Supporting these Principles:

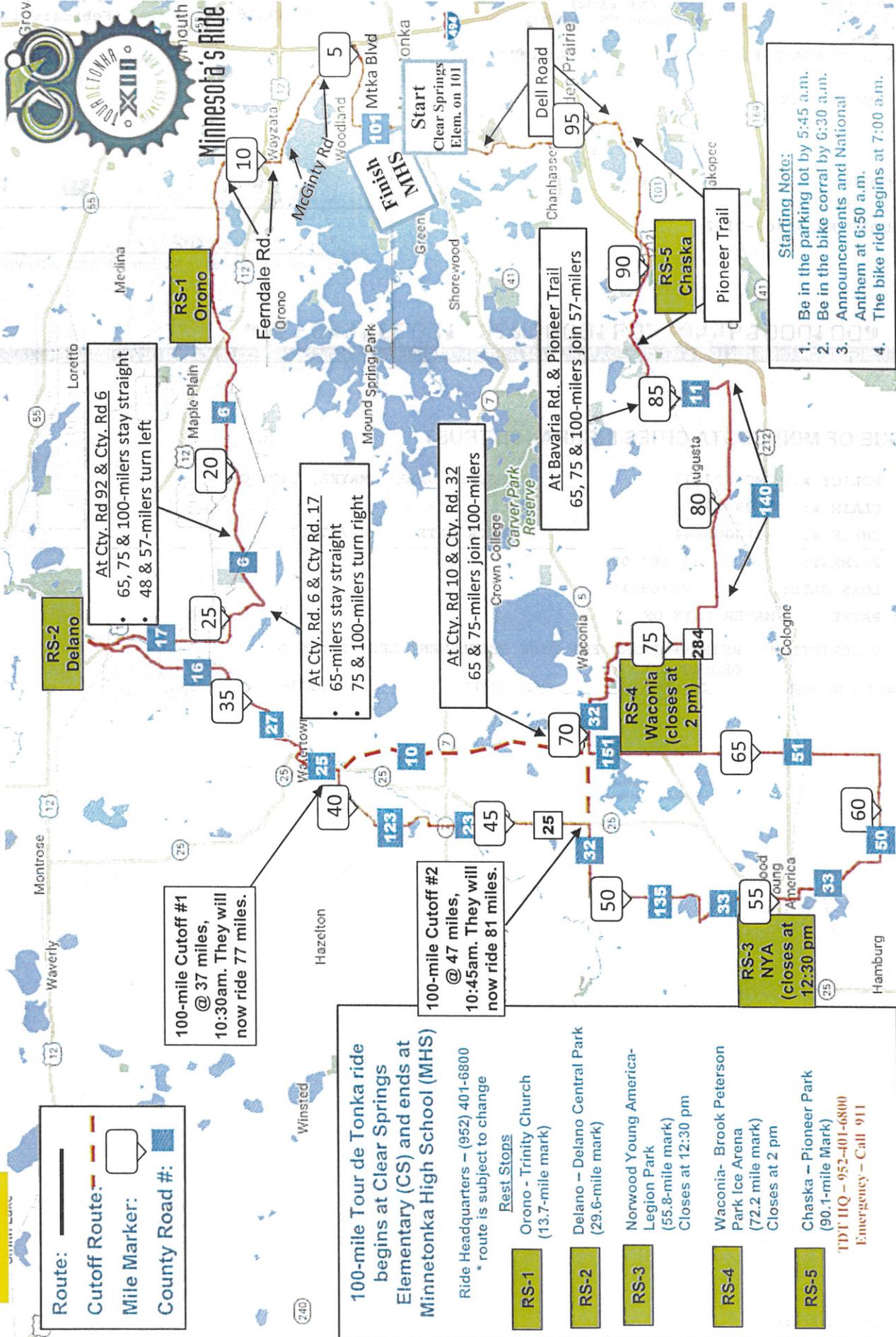
Crystal
Mendota Heights
Blaine
Plymouth
New Prague
Shakopee
Lexington
Chaska
Mound
Chanhassen
Greenwood
Centerville
Andover
Columbus
Lino Lakes
Farmington
Ramsey
Coates
St. Francis
St. Bonifacius
Prior Lake
Forest Lake
Ham Lake
Jordan
Oak Grove
Hampton
Victoria
Bethel
Elko New Market
Cologne
Watertown
Norwood Young America
Nowthen
Loretto
Mayer
Hamburg
New Germany



Governance Proposals Compared

	Accountability to Taxpayers	Continuity and Stability in Regional Governance	Responsive to Local and Regional Issues	Greater Efficiencies in Government
Staggered Terms	No change. Council members serve at the pleasure of the Governor and have little accountability to the public for their decisions. The current model is the only one of its kind in the nation without elected officials.	Would allow half the council to continue serving for two years when change in Governor's office. Depending on election outcomes, half the council could change every two years, losing the opportunity to maintain institutional knowledge, momentum, and stability.	As the Governor has final decision on the members who serve, the Council would continue to be challenged in having credibility with transit stakeholders and local elected officials.	Would not provide an opportunity to reduce the number of transit organizations in the region or the corresponding overlap of responsibilities.
Elected Officials from Counties and Municipalities	Elected officials are representatives of and accountable to their constituents. Would ensure the Met Council is accountable to a regional constituency of those impacted by its decisions. Would enable the Council to develop its own regional priorities. Increasing transparency is critical step in establishing greater trust.	Would provide stability and continuity within the Council for its ongoing initiatives and priorities, rather than being potentially reconstituted every four years. Service on the council would not change based on the governor and his/her ideology.	Local elected officials are already engaged in their communities, and would bring greater awareness and connections with local and regional issues. Opportunity to leverage a greater mix of local perspectives.	The Transportation Advisory Board could be eliminated as the Council could act as the Municipal Planning Organization. This would reduce the number of transit entities in the region with overlapping planning and funding responsibilities.
Elected Council	Provide for a direct election by the public of Met Council members in each district. Require voters to become familiar with the roles and responsibilities of the Met Council. Extreme measure to current model of appointed members. Only one other metropolitan area is governed by a directly elected Council.	Members would serve at the pleasure of the public, seeking re-election at the conclusion of their term.	Election of members would focus on issues relevant to the Council.	Would establish a new bureaucracy and set of elections.

Draft 2016 Tour de Tonka 100-Mile Route



Route: —

Cutoff Route: - - -

Mile Marker: [Square with number]

County Road #: [Blue square]

100-mile Cutoff #1
@ 37 miles,
10:30am. They will
now ride 77 miles.

100-mile Cutoff #2
@ 47 miles,
10:45am. They will
now ride 81 miles.

At Cty. Rd 92 & Cty. Rd 6
• 65, 75 & 100-milers stay straight
• 48 & 57-milers turn left

At Cty. Rd. 6 & Cty Rd. 17
• 65-milers stay straight
• 75 & 100-milers turn right

At Cty. Rd 10 & Cty. Rd. 32
65 & 75-milers join 100-milers

At Bavaria Rd. & Pioneer Trail
65, 75 & 100-milers join 57-milers

Starting Note:

1. Be in the parking lot by 5:45 a.m.
2. Be in the bike corral by 6:30 a.m.
3. Announcements and National Anthem at 6:50 a.m.
4. The bike ride begins at 7:00 a.m.

100-mile Tour de Tonka ride begins at Clear Springs Elementary (CS) and ends at Minnetonka High School (MHS)

Ride Headquarters – (952) 401-6800
* route is subject to change

Rest Stops

- RS-1** Orono - Trinity Church (13.7-mile mark)
- RS-2** Delano – Delano Central Park (29.6-mile mark)
- RS-3** Norwood Young America- Legion Park (55.8-mile mark) Closes at 12:30 pm
- RS-4** Waconia- Brook Peterson Park Ice Arena (72.2 mile mark) Closes at 2 pm
- RS-5** Chaska – Pioneer Park (90.1-mile Mark) TDT HQ – 952-401-6800
Emergency – Call 911



LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST

PROPERTY CASUALTY FUND CLAIMS ACCOUNT
PO Box 59143
Minneapolis, MN 55459-0143

US BANK
17-2-910

0010006944

DATE
February 17, 2017

PAY ELEVEN THOUSAND FIVE HUNDRED AND NO/100

AMOUNT
\$****11,500.00

TO THE ORDER OF MAYER CITY OF

VOID AFTER 90 DAYS

Mail To: MAYER CITY OF
PO BOX 102
MAYER MN 55360-0102

Barbara Pulver
Jim Borseth
Two Signatures Required for Amounts of \$10,000 or Greater

COPY

⑆0010006944⑆ ⑆091000022⑆ 160234548354⑆

RUB OR BREATHE ON THE PINK LOCK & KEY ICONS - COLOR WILL FADE AND THEN REAPPEAR ON AN AUTHENTIC CHECK - IF COLOR DOES NOT FADE DO NOT ACCEPT

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

POLICY #: CMC 37477

INSURED NAME: MAYER, CITY OF

CLAIM #: C0039376

CHECK #: 0010006944

CHECK DATE: 02/17/17

PAYMENT: 11,500.00

LOSS DATE: 03/09/15

PAYEE: MAYER CITY OF

DESCRIPTION: REIMBURSEMENT FOR DENN SETTLEMENT LESS \$1000
DEDUCTIBLE

REIMBURSEMENT FOR DENN \$11,500.00 CMC 37477 C0039376