

CITY OF MAYER
REGULAR CITY COUNCIL MEETING
AGENDA
Monday
August 8, 2016
6:30 PM

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

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment
4. Consent Agenda
 - 4.1. Approval of the minutes for the July 25, 2016 Regular Council Meeting
 - 4.2. Approval of the minutes for the July 25, 2016 Work Session Meeting
 - 4.3. Approval of Claims for the month of August
 - 4.4. Approval of the Check Summary for the month of July
 - 4.5. Approval of the building permit report for the month ending July 2016
5. City Administrator
 - 5.1 Approval of building permit for allowance to construct a fence in an easement
 - 5.2 Discussion on Sunsubscription agreement with US Solar
 - 5.3 Discussion on Community Center Improvements
 - 5.4 Decision of property owner at 14067 62nd Street
 - 5.5 Approval of Performance Review forms
6. For Your Information
7. Council Reports
8. Other Business
9. Adjournment

UPCOMING MEETINGS

Park Board Meeting 6:30 PM Wednesday August 10, 2016
Planning Commission Meeting 6:30 PM Tuesday August 16, 2016
Regular Council Meeting Monday 6:30 PM August 22, 2016

OTHER EVENTS

Primary Election Tuesday August 9, 2016

MAYER CITY COUNCIL MEETING MINUTES JULY 25, 2016

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

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

ABSENT: Council Member McNeilly

STAFF: City Administrator Ruch-Hammond, Deputy Clerk Gildemeister, and City Engineer Andrew Budde and David Martini

ALSO PRESENT: Don Wachholz, Dan Lipe, Nick Drew, David Watts, Caleb Sebor, Justin Nowak, and Travis Djerf.

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Boder with a second by Council Member Osborn to approve the agenda as presented. Motion Carried 4/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Boder to approve the Consent Agenda. Motion Carried 4/0.

1. Approve the Minutes of the July 11, 2016 Regular Council Meeting.
2. Approve the Minutes of the June 14, 2016 Park Board Meeting.
3. Approve Additional Claims for the Month of July, 2016.
4. Approve Contract with Mayer Lutheran High for rent of gym.
5. Approve Contract with High Voltage Volleyball for rent of gym.
6. Approve Fire Department Report for the month ending June 2016.

STAFF REPORTS

1. **Public Works** – The Council reviewed a report from Kyle Kuntz of Public Works activities from June 24th to July 20th, 2016. There was further discussion on watering methods available for watering flowers. Council request Staff to check on Willow trees growing along ponds in the Hidden Creek Development.
2. **City Engineer** – The Council reviewed David Martini's summary of the projects Bolton & Menk have been working on during the billing period May 21st and June 17th, 2016. Council asked Bolton & Menk if the City has current copies of City maps.
3. **City Administration** – The Council reviewed a report from June 27th to July 2nd, 2016 outlining activities by the City Administrator. The Council had a few questions about sharing patrol with Watertown. Staff reported that Staff had met with the Commander Tschida and more information would be presented at a budget meeting.

CITY ENGINEER

- 1. Discussion on Sanitary Sewer for Township Road Residents** – City Engineer Budde presented Council with 4 options for providing sanitary sewer service to the residents that live on the township road east of Mayer. At this time the property owner at 14067 62nd Street requests connection to the City's sanitary sewer system. The City Engineers have evaluated the options and presented them to the Council. After discussion a MOTION was made by Council Member Stieve-McPadden and seconded by Council Member Osborn to approve Option 2A: Extend the sewer to the point of connection with an easement to the north end of lot line. City paying 40% of the project cost to facilitate the connection and Lipe's paying 60% of the costs. The property owners cost would be approximately \$20,000. Staff was instructed to invite other property owners to a meeting and offer them connection at 40/60 split. Motion Carried 4/0.

CITY ADMINISTRATOR

- 1. Discussion on Contracting with US Solar** -- David Watts, a representative of US Solar, introduced to the Council a long-term savings opportunity through the purchase of solar energy. He proposed the City of Mayer contract with US Solar to purchase power from US Solar. Council requested additional information and a contract brought forth at a later date. No action at this time.
- 2. Approval of a Resolution Reauthorizing Membership in the 4M Fund** – The 4M Fund is a cash management and investment program for public funds that is sponsored and governed by the League of Minnesota Cities. The City of Mayer had originally entered into an agreement with the 4M Fund in 2007. The City never invested funds because investments were able to be made at a higher rate of return with local banks. Now the economy has changed and the local banks are not able to match the return that the 4M Fund can provide the City. Staff requests approval of resolution 7-25-2016-26 reauthorizing membership in the 4M Fund. A MOTION was made by Council Member Stieve-McPadden and seconded by Council Member Boder approving resolution 7-25-2016-26 reauthorizing membership in the 4M Fund.. Motion Carried 4/0.
- 3. Approval of Investment of Funds in the 4M Fund** – Staff brought forward cash amounts that the City should consider investing. After discussion a MOTION was made to invest 1 million for 3 years and \$500,000 for 2 years by Council Member Stieve-McPadden and seconded by Council Member Boder. Motion Carried 3/1(Osborn)
- 4. Approval of the Purchase of Flashing Pedestrian Signs** – Discussion about the placing of flashing signs at pedestrian crossings at Hidden Creek Blvd and Hwy 25, and 4th Street and Hwy 25. The cost for 2 flashing solar signs is \$3,040.00. The signs are to be placed at both crossings for a total cost of \$6,080.00. A MOTION was made by Mayor Thomas and seconded by Council Member Osborn authorizing the purchase of flashing pedestrian signs. Motion Carried 4/0.
- 5. Approval of Purchase and Installation of City Hall and Public Works Signs** – Staff has acquired quotes for signs at the City Hall/Community Center and Public Works Building at a cost of \$60.00 per single sided sign, and \$90.00 per double sided sign. There will be additional costs for posts and concrete for the installation of the signs. Staff proposed the signs be installed similar to the park signs with posts on the sides. A MOTION was made by Council Member Osborn and seconded by Council Member Stieve-McPadden to approve the purchase, installation and location of the building signs. Motion Carried 4/0.
- 6. Approval of CIP 2017** – The Council reviewed the CIP for 2017 at the June work session. Park Board decided to change the curbing for Meadow Park to the 2018 CIP and the curbing for Old Schoolhouse Park

to 2017. This is an increase of \$990 for the park capital improvement and is reflected in the CIP and the 2017 budget. MOTION was made by Council Member Boder and seconded by Council Member Stieve-McPadden approving the 2017 CIP. Motion Carried 4/0.

7. **Approval of Mayor's Signature on Lease with Watertown Mayer Community Education** – Staff is requesting authorization of the Mayor's signature on the lease agreement for one year at a monthly rent of \$2,780.00 with Watertown-Mayer Community Education Kids Company. The lease is a one year lease with a 90 day notification of termination. The monthly rent has been adjusted by \$170 for additional janitor fees. The total rent will be \$2,780.00 a month for the rental of the community center for Kids Company. MOTION was made by Council Member Stieve-McPadden and seconded by Council Member Boder to authorize the Mayor's signature on the lease with Watertown-Mayer Community Education for Kids Company. Motion carried 4/0.

8. **Approval of the Key Holder Policy** – A Motion was made by Council Member Osborn and seconded by Council Member Stieve-McPadden to approve the Community Center Key Holder Policy and Agreement. Motion carried 4/0.

After further discussion, Council amended the details of the language of the Key Holder Policy & Agreement. A MOTION to Amend the Key Holder Policy was made by Council Member Osborn and seconded by Council Member Stieve-McPadden to have anyone losing keys will be responsible for re-keying of the facility. Motion carried 4/0.

FOR YOUR INFORMATION

- None

COUNCIL REPORTS

- None

OTHER BUSINESS

- None

ADJOURN

There being no further business, a MOTION was made by Council Member Boder and seconded by Council Member Osborn to adjourn the meeting at 8:40p.m. Motion Carried 4/0.

Gerald W. Thomas, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – JULY 25, 2016

Call Work Session to order at 8:40 p.m. by Mayor Thomas

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

ABSENT: Council Member McNeilly

STAFF: City Administrator Ruch-Hammond, Deputy Clerk Gildemeister, and City Engineers Martini and Budde

ALSO PRESENT: Don Wachholz, Nick Drew, Caleb Sebor, and Travis Djerf.

1. **Requests to construct within an Easement:** Council heard a request from Travis Djerf, 2269 Coldwater Crossing, to build a fence within easement of his property. Travis asked the Council to allow use of his entire property. Mr. Djerf asked for permission to construct a fence 2ft from his rear property line.

The property has City storm water pipes running across the east lot line and the rear lot line. Staff asked Council for clarification of City ordinance 152.030 5b, accessory buildings and structures shall not be permitted within easement. City Engineers Martini and Budde discussed with the Council concerns with structures within easements and accessibility to easements when maintenance needs to be completed. Martini recommended that the City maintain a 10ft easement between property lines so maintenance vehicles could access drainage pond and clean out structures. No trees planted in rear easement of property. Mr. Djerf 's fence would have to remain 5ft off side property line and 2ft off rear property lines with the understanding that removal of the fence will be at his own expense.

1. **Discussion on Offender Ordinance:** City Administrator provided Council with information relating to predatory offender residency restrictions. Council instructed staff to have an ordinance prepared for the next City Council meeting.
2. **Discussion on Performance Reviews:** City Council requested Staff to provide an example of a performance review that included a format of Personal Goals and Self Evaluation.
3. **Discussion on Community Center Kitchen Cabinets – Tabled.**
- 4.
5. **Discussion on GIS:** Staff reported that they had met with Carver County GIS Staff. There program would provide value for Public Works. Council instructed Staff to bring forward all necessary documents.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 9:10 p.m.

Gerald W. Thomas, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

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*Claim Register©

08/08/16 PAY

August 2016

Claim Type	Direct				
Claim#	12739	KLUVER CONSULTING	Ck# 020047	8/3/2016	
Cash Payment	E 640-49480-300	Professional Svcs	WWTF CONTRACT FOR 7/16-7/31		\$900.00
	Invoice	14-16			
Transaction Date	8/3/2016	Security Bank	10100	Total	\$900.00
Claim#	12740	CENTRAL FIRE PROTECTION, INC.			
Cash Payment	E 100-42260-400	Repairs & Maint Cont	EXTINGUISHER RECHARGE		\$240.00
	Invoice	355282			
Transaction Date	8/4/2016	Security Bank	10100	Total	\$240.00
Claim#	12741	DUSTIN STUTSMAN			
Cash Payment	E 100-41920-400	Repairs & Maint Cont	ANTENNAE SERVICE CITY SIGN		\$261.00
	Invoice	1141			
Transaction Date	8/4/2016	Security Bank	10100	Total	\$261.00
Claim#	12742	HERALD JOURNAL PUBLISHING IN			
Cash Payment	E 100-41000-433	Dues and Subscriptions	RENEW SUBSCRIPTION		\$40.00
	Invoice				
Transaction Date	8/4/2016	Security Bank	10100	Total	\$40.00
Claim#	12743	DOODLES LOCK & KEY INC			
Cash Payment	E 100-41940-500	Capital Outlay (GENERAL)	RE KEY FRONT DOORS		\$160.00
	Invoice				
Transaction Date	8/4/2016	Security Bank	10100	Total	\$160.00
Claim#	12744	PINE PRODUCTS INC			
Cash Payment	E 100-43100-400	Repairs & Maint Cont	BLACK DIRT FOR P/W		\$333.00
	Invoice	83487			
Transaction Date	8/4/2016	Security Bank	10100	Total	\$333.00
Claim#	12745	DAWN CLEMENSEN			
Cash Payment	E 100-41940-300	Professional Svcs	INSTALLATION OF SHOES & JULY CLEANING		\$375.00
	Invoice				
Cash Payment	E 100-41940-400	Repairs & Maint Cont	INSTALLATION OF SHOES & JULY CLEANING		\$50.00
	Invoice				
Transaction Date	8/4/2016	Security Bank	10100	Total	\$425.00
Claim#	12746	DPC INDUSTRIES INC			
Cash Payment	E 620-49410-216	Chemicals and Chem Prod	WATER CHEMICALS		\$239.75
	Invoice	827000987-16			
Transaction Date	8/4/2016	Security Bank	10100	Total	\$239.75
Claim#	12747	AME ELECTRIC INC			
Cash Payment	E 100-43700-500	Capital Outlay (GENERAL)	MAINTENANCE BLDG ELECTRICAL UPGRADE		\$2,325.00
	Invoice	2858			
Transaction Date	8/4/2016	Security Bank	10100	Total	\$2,325.00
Claim#	12748	VERIZON WIRELESS			
Cash Payment	E 640-49480-321	Telephone	ON CALL PHONE		\$14.12
	Invoice	9769116535			
Cash Payment	E 620-49410-321	Telephone	ON CALL PHONE		\$14.12
	Invoice	9769116535			

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Cash Payment	E 100-43100-321 Telephone	ON CALL PHONE		\$14.14
	Invoice 9769116535			
Transaction Date	8/4/2016	Security Bank	10100	Total \$42.38
Claim#	12749 VERIZON WIRELESS			
Cash Payment	E 100-42280-321 Telephone	FIRE DEPT CELL & TABLET		\$41.25
	Invoice 9769037399			
Transaction Date	8/4/2016	Security Bank	10100	Total \$41.25
Claim#	12750 LOOMIS HOMES			
Cash Payment	G 800-20211 Landscape Escrow	LANDSCAPE ESCROW RETURN 2614 ROCKY MEADOW LN		\$1,650.00
	Invoice B2016-79			
Transaction Date	8/4/2016	Security Bank	10100	Total \$1,650.00
Claim#	12751 LOOMIS HOMES			
Cash Payment	G 800-20211 Landscape Escrow	LANDSCAPE ESCROW RETURN 2622 ROCKY MEADOW LN		\$1,650.00
	Invoice B2016-80			
Transaction Date	8/4/2016	Security Bank	10100	Total \$1,650.00
Claim#	12752 MAYER LUMBER CO INC			
Cash Payment	E 100-45000-400 Repairs & Maint Cont	SPRAY PAINT/REMOVER		\$12.98
	Invoice 130754			
Cash Payment	E 100-45000-400 Repairs & Maint Cont	STAIN & SUPPLIES		\$99.26
	Invoice 130827			
Cash Payment	E 100-43100-210 Operating Supplies	SAFETY GLASSES/MASON LINE		\$46.48
	Invoice 131009			
Cash Payment	E 100-45000-400 Repairs & Maint Cont	SEED/TOPSOIL		\$51.14
	Invoice 131009			
Cash Payment	E 100-43700-400 Repairs & Maint Cont	MAINT BLDG SUPPLIES		\$6.05
	Invoice 131091			
Cash Payment	E 100-43700-400 Repairs & Maint Cont	MAINT BLDG SUPPLIES		\$88.66
	Invoice 131141			
Cash Payment	E 100-43700-400 Repairs & Maint Cont	MAINT BLDG SUPPLIES		\$7.97
	Invoice 131151			
Cash Payment	E 100-43700-400 Repairs & Maint Cont	MAINT BLDG SUPPLIES		\$14.67
	Invoice 131156			
Cash Payment	E 100-43700-400 Repairs & Maint Cont	MAINT BLDG SUPPLIES		\$29.36
	Invoice 131164			
Cash Payment	E 100-43700-400 Repairs & Maint Cont	MAINT BLDG SUPPLIES		\$5.62
	Invoice 131479			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	PAINT & SUPPLIES		\$106.09
	Invoice 131804			
Cash Payment	E 100-42260-400 Repairs & Maint Cont	MISC SUPPLIES		\$39.23
	Invoice 131573			
Transaction Date	8/4/2016	Security Bank	10100	Total \$507.51
Claim#	12753 HERALD JOURNAL PUBLISHING IN			
Cash Payment	E 100-41410-351 Legal Notices Publishing	ELECTION FILING NOTICE		\$88.56
	Invoice			
Transaction Date	8/4/2016	Security Bank	10100	Total \$88.56
Claim#	12876 TSI INCORPORATED	Ck# 020037	7/25/2016	

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Cash Payment	E 100-42260-580 New Equipment	MASK SAMPLE ADAPTOR KIT, MSA G1		\$310.84
	Invoice 90808060			
Transaction Date	7/25/2016	Security Bank	10100	Total \$310.84
Claim#	12877 VERIZON WIRELESS	Ck# 020038	7/28/2016	
Cash Payment	E 640-49470-321 Telephone	OSH AUTO DIALER		\$13.78
	Invoice 9768972846			
Transaction Date	7/27/2016	Security Bank	10100	Total \$13.78
Claim#	12878 UTILITY CONSULTANTS, INC.			
Cash Payment	E 640-49480-385 Testing and Lab Services	SAMPLES		\$0.00
	Invoice 92380			
Cash Payment	E 620-49440-215 Samples	SAMPLES		\$40.00
	Invoice 92380			
Transaction Date	7/27/2016	Security Bank	10100	Total \$40.00
Claim#	12879 ZTS PRODUCTIONS			
Cash Payment	E 100-45000-300 Professional Srvs	RECORD/UPLOAD MARCH, JUNE, JULY PARK BOARD MEETING		\$60.00
	Invoice 16011			
Transaction Date	7/27/2016	Security Bank	10100	Total \$60.00
Claim#	12880 ZTS PRODUCTIONS			
Cash Payment	E 100-41100-300 Professional Srvs	RECORD/UPLOAD MARCH, APRIL, MAY, JUNE MEETINGS		\$180.00
	Invoice 16010			
Transaction Date	7/27/2016	Security Bank	10100	Total \$180.00
Claim#	12881 GUARDIAN PEST CONTROL INC			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	PEST CONTROL SERVICES		\$42.15
	Invoice 1656573			
Transaction Date	7/27/2016	Security Bank	10100	Total \$42.15
Claim#	12882 MINI BIFF INC			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	OSH RENT-HANDICAP FOR MAYER RISING FESTIVAL		\$150.16
	Invoice A-79894			
Transaction Date	7/27/2016	Security Bank	10100	Total \$150.16
Claim#	12883 MINNESOTA LIFE INSURANCE CO	Ck# 020039	7/28/2016	
Cash Payment	G 100-21708 Life/Disability	EMPLOYEE BENEFITS JULY		\$16.00
	Invoice 61960041			
Transaction Date	7/27/2016	Security Bank	10100	Total \$16.00
Claim#	12884 EMBROIDERY BY RMW			
Cash Payment	E 100-43100-210 Operating Supplies	P/W T-SHIRTS		\$35.00
	Invoice 1211			
Transaction Date	7/27/2016	Security Bank	10100	Total \$35.00
Claim#	12885 FRONTIER	Ck# 004275E	8/15/2016	
Cash Payment	E 100-41000-321 Telephone	CITY HALL		\$227.92
	Invoice 952-657-1502			
Transaction Date	7/27/2016	Security Bank	10100	Total \$227.92
Claim#	12886 FRONTIER	Ck# 004276E	8/15/2016	

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Cash Payment Invoice	E 100-42280-321 Telephone	FIRE DEPT			\$92.99
Transaction Date	7/27/2016	Security Bank	10100	Total	\$92.99
Claim#	12887 FRONTIER	Ck# 004277E	8/15/2016		
Cash Payment Invoice	E 620-49410-321 Telephone	WTP			\$76.78
Transaction Date	7/27/2016	Security Bank	10100	Total	\$76.78
Claim#	12888 FRONTIER	Ck# 004278E	8/9/2016		
Cash Payment Invoice	E 640-49480-321 Telephone	WWTF			\$134.26
Transaction Date	7/27/2016	Security Bank	10100	Total	\$134.26
Claim#	12889 XCEL ENERGY	Ck# 004279E	8/15/2016		
Cash Payment Invoice	E 640-49480-381 Electric Utilities	WWTF			\$2,032.47
Cash Payment Invoice	E 100-42280-381 Electric Utilities	FIRE DEPT			\$163.61
Cash Payment Invoice	E 620-49410-381 Electric Utilities	WELL #2			\$554.90
Cash Payment Invoice	E 100-41940-381 Electric Utilities	CITY HALL			\$846.58
Cash Payment Invoice	E 640-49470-381 Electric Utilities	OSH LIFT			\$381.44
Cash Payment Invoice	E 620-49410-381 Electric Utilities	TOWER			\$105.54
Cash Payment Invoice	E 620-49410-381 Electric Utilities	WTP			\$921.27
Transaction Date	7/27/2016	Security Bank	10100	Total	\$5,005.81
Claim#	12890 XCEL ENERGY	Ck# 004280E	8/5/2016		
Cash Payment Invoice	E 640-49470-381 Electric Utilities	RED BARN LIFT			\$23.84
Transaction Date	7/27/2016	Security Bank	10100	Total	\$23.84
Claim#	12891 XCEL ENERGY	Ck# 004281E	8/8/2016		
Cash Payment Invoice	E 100-45000-381 Electric Utilities	OSH CONSESSIONS			\$12.10
Transaction Date	7/27/2016	Security Bank	10100	Total	\$12.10
Claim#	12892 XCEL ENERGY	Ck# 004282E	8/8/2016		
Cash Payment Invoice	E 100-43160-381 Electric Utilities	STREE LIGHTS			\$15.26
Transaction Date	7/27/2016	Security Bank	10100	Total	\$15.26
Claim#	12893 XCEL ENERGY	Ck# 004283E	8/8/2016		
Cash Payment Invoice	E 100-43700-381 Electric Utilities	POWER FOR 323 SHIMMCOR ST			\$61.19
Transaction Date	7/27/2016	Security Bank	10100	Total	\$61.19
Claim#	12894 VISA	Ck# 020040	7/28/2016		
Cash Payment Invoice	E 100-41000-322 Postage	GENERAL POSTAGE			\$42.00
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August 2016

Cash Payment	E 100-43700-500 Capital Outlay (GENERAL)	CABINET & CALCULATOR			\$178.28
	Invoice 59116				
Cash Payment	E 100-43100-210 Operating Supplies	T-SHIRTS			\$22.98
	Invoice 59116				
Cash Payment	E 100-45000-400 Repairs & Maint Cont	PEDAL PULL MEDALS			\$111.23
	Invoice 1350650				
Cash Payment	E 100-41000-200 Office Supplies	JANELLS CABINET			\$99.99
	Invoice 80-001				
Cash Payment	E 100-41940-400 Repairs & Maint Cont	PILASTER SHOES FOR CC			\$74.89
	Invoice XXX9120				
Cash Payment	E 100-41000-200 Office Supplies	11 X 17 PAPER			\$14.38
	Invoice XXX7229				
Cash Payment	E 100-43700-200 Office Supplies	3 HOLE PUNCH			\$11.69
	Invoice XXX7229				
Cash Payment	E 100-43700-200 Office Supplies	PRINTER CABLE			\$29.69
	Invoice XXX7229				
Cash Payment	E 100-42200-322 Postage	AED BATTERY RECYCLE			\$4.35
	Invoice 390				
Cash Payment	E 100-43700-200 Office Supplies	T SHIRT EMBROIDERY			\$12.68
	Invoice 395				
Cash Payment	E 100-41940-400 Repairs & Maint Cont	PILASTER SHOES FOR CC			\$77.09
	Invoice XXX7198				
Transaction Date	7/28/2016	Security Bank	10100	Total	\$679.25
Claim#	12895 ALEX AIR APPARATUS, INC.				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	SCBA REPLACEMENT FILTERS			\$328.60
	Invoice 30312				
Transaction Date	7/28/2016	Security Bank	10100	Total	\$328.60
Claim#	12896 JANELL GILDEMEISTER				
Cash Payment	E 100-41400-331 Travel Expenses	MILEAGE 6/9 & 7/27 TRAINING			\$28.08
	Invoice				
Transaction Date	7/28/2016	Security Bank	10100	Total	\$28.08
Claim#	12897 MINNESOTA PIPE & EQUIP				
Cash Payment	G 800-20202 Hidden Creek	RISER FOR HIDDEN CREEK 6TH, CURB BOX REPAIRS			\$931.12
	Invoice 0361188				
Cash Payment	E 620-49410-400 Repairs & Maint Cont	RISER FOR HIDDEN CREEK 6TH, CURB BOX REPAIRS			\$348.45
	Invoice 0361188				
Transaction Date	7/28/2016	Security Bank	10100	Total	\$1,279.57
	Claim Type	Direct		Total	\$17,717.03

Pre-Written Checks	\$7,570.02
Checks to be Generated by the Compute	\$10,147.01
Total	\$17,717.03

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____

*Check Summary Register©

July 2016

Name	Check Date	Check Amt	
10100 Security Bank			
Paid Chk# 004246E FRONTIER	7/11/2016	\$44.09	WWTF
Paid Chk# 004247E FRONTIER	7/18/2016	\$76.69	WTP
Paid Chk# 004248E FRONTIER	7/18/2016	\$92.89	FD
Paid Chk# 004249E FRONTIER	7/18/2016	\$227.62	COMM CTR
Paid Chk# 004250E XCEL ENERGY	7/7/2016	\$22.36	RED BARN LIFT STATION
Paid Chk# 004251E XCEL ENERGY	7/8/2016	\$14.86	STREET LIGHTS
Paid Chk# 004252E XCEL ENERGY	7/8/2016	\$12.10	CONCESSIONS
Paid Chk# 004253E XCEL ENERGY	7/8/2016	\$69.34	POWER FOR SHIMCOR ST
Paid Chk# 004260E MN DEPT OF LABOR AND INDUS	7/8/2016	\$1,064.14	2ND QTR 2016 BLDG PERMIT SURCH
Paid Chk# 004261E XCEL ENERGY	7/15/2016	\$4,776.72	POWER
Paid Chk# 004262E MCLEOD COOP POWER ASSN	7/28/2016	\$34.52	CITY SIGN
Paid Chk# 004263E MCLEOD COOP POWER ASSN	7/28/2016	\$592.50	STREET LIGHTS
Paid Chk# 004264E FRONTIER	7/28/2016	\$77.67	P/W
Paid Chk# 004265E XCEL ENERGY	8/1/2016	\$1,692.30	STREET LIGHTS
Paid Chk# 004266E CENTERPOINT ENERGY	7/29/2016	\$24.89	COMM CTR
Paid Chk# 004267E CENTERPOINT ENERGY	7/29/2016	\$55.52	COMM CTR
Paid Chk# 004268E CENTERPOINT ENERGY	7/29/2016	\$26.18	FIRE DEPT
Paid Chk# 004269E CENTERPOINT ENERGY	7/29/2016	\$16.94	P/W
Paid Chk# 004270E CENTERPOINT ENERGY	7/29/2016	\$49.53	WWTF
Paid Chk# 004274E MINNESOTA DEPARTMENT OF R	7/13/2016	\$219.00	2ND QTR SALES TAX
Paid Chk# 019978 POSTMASTER	7/11/2016	\$210.97	POSTAGE FOR JUNE UTILITY BILLS
Paid Chk# 019979 ABDO EICK & MEYERS LLP	7/11/2016	\$660.00	REVIEW OF FINANCIAL REPORTING
Paid Chk# 019980 BLUETARP FINANCIAL	7/11/2016	\$114.97	AIR HOSE SPRAYGUN HOSE REEL
Paid Chk# 019981 BOLTON & MENK, INC.	7/11/2016	\$10,687.00	2016 DEVELOPMENT REVIEW
Paid Chk# 019982 BOND TRUST SERVICES CORP	7/11/2016	\$26,800.00	GO BONDS 9750.00
Paid Chk# 019983 DAWN CLEMENSEN	7/11/2016	\$375.00	COMM CTR CLEANING FOR JUNE
Paid Chk# 019984 DOODLES LOCK & KEY INC	7/11/2016	\$141.00	CITY OFFICE LOCKS RE-KEYED
Paid Chk# 019985 EMERGENCY APPARATUS MAIN	7/11/2016	\$395.08	ENGINE 609 REPAIR
Paid Chk# 019986 FREMONT INDUSTRIES, INC	7/11/2016	\$1,134.00	400 GAL COAGULANT
Paid Chk# 019987 GOPHER STATE ONE-CALL INC	7/11/2016	\$82.35	LOCATES FOR JUNE
Paid Chk# 019988 GREYSTONE CONSTRUCTION	7/11/2016	\$2,585.00	REINSTALL P/W SALT SHED
Paid Chk# 019989 HERALD JOURNAL PUBLISHING	7/11/2016	\$103.32	LEGAL PUBLISHING HIDDEN CREEK
Paid Chk# 019990 KLYE & SHERYL STREICH	7/11/2016	\$135.80	FINAL CREDIT RETURN 2250 CWC
Paid Chk# 019991 LOOMIS HOMES	7/11/2016	\$3,300.00	LANCSAPE ESCROW RETURN FOR 25
Paid Chk# 019992 MAYER LUMBER CO INC	7/11/2016	\$1,058.75	100 PC BLACK CABLE TIE
Paid Chk# 019993 MINI BIFF LLC	7/11/2016	\$257.04	OSH PARK
Paid Chk# 019994 MINNESOTA DEPARTMENT OF H	7/11/2016	\$1,081.00	2ND QUARTER CONNECTION FEE FOR
Paid Chk# 019995 POSTMASTER	7/11/2016	\$66.00	PO BOX 102 RENT FOR 12 MONTHS
Paid Chk# 019996 SERVOCAL INSTRUMENTS INC	7/11/2016	\$810.00	CALIBRATION OF METERS-WWTP
Paid Chk# 019997 TOM GOEPFERT	7/11/2016	\$150.00	ON CALL 7/2-4/16
Paid Chk# 019998 UNITED FARMERS COOPERATIV	7/11/2016	\$233.02	ROUND UP/TRIMEC P/W SUPPLIES
Paid Chk# 019999 VERIZON WIRELESS	7/11/2016	\$83.60	ON CALL PHONE
Paid Chk# 020001 KLUVER CONSULTING	7/13/2016	\$900.00	WWTP CONTRACT FOR 7/1-15/16
Paid Chk# 020002 EDHOLM, ALLAN	7/14/2016	\$80.81	
Paid Chk# 020003 GILDEMEISTER, JANELL	7/14/2016	\$987.22	
Paid Chk# 020004 KUNTZ, KYLE	7/14/2016	\$1,387.21	

MAYER, MN

08/04/16 9:12 AM

Page 2

*Check Summary Register©

July 2016

Name	Check Date	Check Amt
Paid Chk# 020005 MAETZOLD, LOIS A	7/14/2016	\$882.21
Paid Chk# 020006 RUCH-HAMMOND, LUAYN R	7/14/2016	\$2,066.14
Paid Chk# 020007 STIFTER, KINSIE E.	7/14/2016	\$557.90
Paid Chk# 020008 ARNOLDS OF GLENCOE, INC	7/25/2016	\$118.75 P/W KUBOTA FILTER, ACRTRIDGE P
Paid Chk# 020009 C & C CONTRACTING	7/25/2016	\$1,670.00 COMM CTR PARKING LOT
Paid Chk# 020010 CARVER COUNTY ATTORNEYS	7/25/2016	\$424.80 2ND QTR 2016
Paid Chk# 020011 CENTURY FENCE COMPANY	7/25/2016	\$7,195.00 INSTALLATION OF FENCE SECTIONS
Paid Chk# 020012 COMPASS MINERALS AMERICA	7/25/2016	\$2,315.39 P/W SUPPLIES
Paid Chk# 020013 CUSTOMIZED FIRE RESCUE TR	7/25/2016	\$100.00 12 HR NFPA1403 LIVEBURN 4/24,5
Paid Chk# 020014 DELTA DENTAL OF MINNESOTA	7/25/2016	\$251.65 employee benefits
Paid Chk# 020015 DOUGLAS WATSON	7/25/2016	\$168.28 UTILITY CREDIT REFUND 2504 RBT
Paid Chk# 020016 GREATER MN COMMUNICATION	7/25/2016	\$75.00 INV 10235 READER BOARD RENTAL
Paid Chk# 020017 HD SUPPLY WATERWORKS LTD	7/25/2016	\$4,665.16 WATER METERS
Paid Chk# 020018 HILLYARD OF HUTCHINSON	7/25/2016	\$206.54 COMM CTR SUPPLIES
Paid Chk# 020019 INSITUFORM TECHNOLOGIES U	7/25/2016	\$41,000.00 BLUEJAY AVE CIPP LINE
Paid Chk# 020020 JOSEPH GARDEL	7/25/2016	\$31.72 UTILITY CREDIT RETUR 2304 CWC
Paid Chk# 020021 LEES REFRIGERATION	7/25/2016	\$148.85 DRAIN FITTING
Paid Chk# 020022 LITZAU EXCAVATING INC	7/25/2016	\$5,394.00 WWTP SLUDGE REMOVAL
Paid Chk# 020023 MAYER LUMBER CO INC	7/25/2016	\$188.55 P/W SALT BUILDING SUPPLIES
Paid Chk# 020024 MELCHERT HUBERT SJODIN, PL	7/25/2016	\$298.00 PRELIMINARY DRAFT W/M KIDS CO.
Paid Chk# 020025 METRO WEST INSPECTION SER	7/25/2016	\$5,256.06 2015-2016 BUILDING INSPECITON
Paid Chk# 020026 MN PUBLIC FACILITIES AUTHOR	7/25/2016	\$210,072.05 LOAN REPAYMENTS ON G.O.BONDS
Paid Chk# 020027 MOBIL - EXXON/MOBIL	7/25/2016	\$471.81 P/W
Paid Chk# 020028 MUNICIPAL DEVELOPMENT GR	7/25/2016	\$297.50 HIDDEN CREEK 7TH FEES
Paid Chk# 020029 PEAK HEATING AND COOLING	7/25/2016	\$400.54 COMM CTR SERVICE OF COOLING SY
Paid Chk# 020030 PREFERRED ONE	7/25/2016	\$1,826.37 employee benefits
Paid Chk# 020031 PRO IMAGE PARTNERS	7/25/2016	\$3,394.00 DRI DUCK JACKETS
Paid Chk# 020032 TECHSTAR IT SOLUTIONS	7/25/2016	\$219.99 3 YR RENEWAL CONTRACT
Paid Chk# 020033 TOTAL ENERGY SYSTEMS, LLC	7/25/2016	\$1,960.00 OSH LIFT STATION SERVICE
Paid Chk# 020034 UNITED FARMERS COOPERATIV	7/25/2016	\$154.96 P/W SUPPLIES
Paid Chk# 020035 USA BLUE BOOK	7/25/2016	\$443.20 P/W FIRE EXT, EYEWASH SIGNS, E
Paid Chk# 020036 XPB LOCKERS & SUPPLY	7/25/2016	\$74.89 PILASTER SHOES FOR COMM CTR BA
Paid Chk# 199966 KLUVER CONSULTING	6/28/2016	\$900.00 WWTF
Total Checks		\$356,238.31

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____

City of Mayer Building Permit
Valuation Report

Residential	JULY		3rd Quarter		2016 YEAR TO DATE	
	Permits	Valuation	Permits	Valuation	Permits	Valuation
New Single Family Homes	2	\$574,184.00	2	\$574,184.00	19	\$4,502,354.00
Townhouse/Twin Homes	0	\$0.00	0	\$0.00	0	\$0.00
House Additions	0	\$0.00	0	\$0.00	1	\$49,000.00
House Remodels/Basement Finish	0	\$0.00	0	\$0.00	5	\$87,250.00
Garages	1	\$57,000.00	1	\$57,000.00	1	\$57,000.00
Garage Additions and Remodels	0	\$0.00	0	\$0.00	0	\$0.00
3-Season Porches/Sun Rooms	0	\$0.00	0	\$0.00	0	\$0.00
Decks/Deck Ftgs Only	2	\$20,480.00	2	\$20,480.00	15	\$108,476.00
Fire Damage Repair	0	\$0.00	0	\$0.00	0	\$0.00
Swimming Pools	0	\$0.00	0	\$0.00	0	\$0.00
Voided Permits	0	\$0.00	0	\$0.00	0	\$0.00
Demolition Permits	0	\$0.00	0	\$0.00	0	\$0.00
Sheds and Accessory Structures	0	\$0.00	0	\$0.00	3	\$0.00
Renewals	0	\$0.00	0	\$0.00	0	\$0.00
Move-In House/Garage	0	\$0.00	0	\$0.00	0	\$0.00
Mechanical Permits	0	\$0.00	0	\$0.00	3	\$0.00
Plumbing Permits	2	\$0.00	2	\$0.00	9	\$0.00
Re-Roof, Re -Side, Re-Window	3	\$0.00	3	\$0.00	19	\$0.00
Fence	1	\$0.00	1	\$0.00	7	\$0.00
Miscellaneous	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL RESIDENTIAL	11	\$651,664.00	11	\$651,664.00	82	\$4,804,080.00
Commercial/Industrial						
New Buildings	0	\$0.00	0	\$0.00	0	\$0.00
Remodel Additions	0	\$0.00	0	\$0.00	0	\$0.00
Re-Roof, Re -Side, Re-Window	0	\$0.00	0	\$0.00	1	\$5,000.00
Mechanical Permits	0	\$0.00	0	\$0.00	1	\$9,000.00
Plumbing Permits	0	\$0.00	0	\$0.00	0	\$0.00
Fire Sprinkler	0	\$0.00	0	\$0.00	0	\$0.00
Miscellaneous	0	\$0.00	0	\$0.00	1	\$5,000.00
TOTAL COMMERCIAL/INDUSTRIAL	0	\$0.00	0	\$0.00	3	\$19,000.00
Public and Institutional						
New Buildings	0	\$0.00	0	\$0.00	0	\$0.00
Remodel Additions	0	\$0.00	0	\$0.00	0	\$0.00
Re-Roof, Re -Side, Re-Window	0	\$0.00	0	\$0.00	0	\$0.00
Mechanical Permits	0	\$0.00	0	\$0.00	0	\$0.00
Plumbing Permits	0	\$0.00	0	\$0.00	0	\$0.00
Fire Sprinkler	0	\$0.00	0	\$0.00	0	\$0.00
Miscellaneous	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL PUBLIC & INSTITUTIONAL	0	\$0.00	0	\$0.00	0	\$0.00
GRAND TOTALS	11	\$651,664.00	11	\$651,664.00	85	\$4,823,080.00

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: August 8, 2016
Item Name: Approval of Fence Permit
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 fence permit for 2269 Coldwater Crossing and to encroach into the easement area on the east side by 10 feet and the rear lot line by 13 feet.

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

This is the property owner that requested to place a fence in the easement area and was discussed at the work session on July 25, 2016.

The property owner is requesting a fence permit for his property at 2269 Coldwater Crossing. He is requesting to place his fence in the drainage and utility easement on the side yard (east) of his property and the rear lot line (south) of the property.

The City currently has a 15 foot drainage and utility easement on the east side and rear lot lines. City Council discussed the necessity of keeping the 15 foot easement for repair of the storm pipes and maintenance of the catch basin.

Storm pipes should not need repair for many years and the placement of a fence in easement with the understanding to the property owner that the removal of the fence would be at their expense. The other issue of maintaining the catch basin would require the City to access the rear yard. The City Engineer thought that a 5 foot easement would be sufficient for the maintenance of the catch basin in the rear yard and that the 15 foot easement would be necessary sometime in the future if the pipe needed to be repaired. The pipe shouldn't need to be repaired for years but the clean out or maintenance of the catch basin would be more imperative.

The idea was that the fence could be erected in the easement area staying five feet from the property line. This would allow the City the capability to access the catch basin if needed. The two feet off of the rear property line would also be okay because the City can access the catch basin on the southwest corner from 2461 Deerwoods Court.

Staff is requesting authorization to issue a fence permit for 2269 Coldwater Crossing and to encroach into the easement area on the east side by 10 feet and the rear yard by 13 feet.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

ADVISORY BOARD RECOMMENDATIONS:

CITY OF MAYER



PERMIT APPLICATION

BUILDING PERMIT #

B2016-90

Applicant to complete the following:

SITE ADDRESS 2269 - Coldwater Crossing **DATE** 7/29/16

LEGAL DESCRIPTION Fieldstone Coldwater Crossing **Lot #:** 8
 Sunset Meadows Hidden Creek **Block #:** 1
 Other _____ **Addition:** 1 2 3 4 5 6 7 8 9 10 11 12 **P.I.D. #** 50126080

OWNER Travis Djerf Name / Address / City / State / Zip / Daytime Telephone / Email

BUILDER Travis Djerf Name / Address / City / State / Zip / Daytime Telephone / Email **Contractors License #** _____

ARCHITECT _____ Name / Address / City / State / Zip / Daytime Telephone / Email

SURVEY / ENGINEERING _____ Name / Address / City / State / Zip / Daytime Telephone / Email

TYPE OF WORK
 Commercial Residential New Construction Deck Demolition
 Finish Basement Accessory Structure Fence
 Remodel Pool Shed
 Addition Re-Roof Plumbing
 Garage - Attached Re-Side Mechanical
 Garage - Detached Window Replacement Misc Other

ESTIMATED VALUE OF WORK TO BE PERFORMED
 \$ _____

PROPOSED SETBACKS & STATISTICS

Corner Lot

Front _____ (Feet) # of Garage Stalls: 1 2 3 4 5
 Right Side _____ (Feet) # of Finished Bedrooms: 1 2 3 4 5
 Left Side _____ (Feet) # of Finished Bathrooms: 1 2 3 4 5
 Rear _____ (Feet) Total Finished Area: _____ (Sq.Ft.)
 Lot Size _____ (Sq.Ft.) Base Floor Elevation: _____ (Feet)
 Base Opening Elevation: _____ (Feet)

TYPE OF HOUSE
 Split Entry Split Level
 Walk-Out Look-Out
 Twin Home Full Basement
 Triplex Quad
 Cottage Townhome
 Other _____

COMMENTS / SPECIAL CONDITIONS OF PERMIT

Signature of this application by the legal property owner or a licensed contractor, as the owner's representative is required and authorizes the City of Mayer Zoning Administrator or designee and the City of Mayer Building Official or designee to enter upon the property to perform needed inspections. Entry may be without prior notice.

I hereby acknowledge that I have read this application and state that all information is true and correct to the best of my knowledge. I further agree that all work performed will be in accordance with approved plans, specifications and conditions, and to abide by all of the ordinances of the City and the Laws of the State of Minnesota regarding actions taken pursuant to this permit. I agree to pay all plan review fees even if I choose not to proceed with the work.

Permit expires when building and work is not commenced within 180 days from date of Permit issued, or if building and work suspended, abandoned or not inspected for 180 days.

SIGNATURE OF APPLICANT: [Signature] **DATE:** 7/29/16

Office Use Only

REQUIRED SETBACKS Front _____ (Feet) Right Side _____ (Feet) Left Side _____ (Feet) Rear _____ (Feet) B.F.E. _____ (Feet)	ZONING <input type="checkbox"/> R-1 <input type="checkbox"/> R-2 <input type="checkbox"/> R-3 <input type="checkbox"/> PRD <input type="checkbox"/> C-1 <input type="checkbox"/> C-2 <input type="checkbox"/> C/I <input type="checkbox"/> A <input type="checkbox"/> P/I Other: _____	OCCUPANCY TYPE: TYPE OF CONSTRUCTION: SPRINKLED BUILDING: <input type="checkbox"/> YES <input type="checkbox"/> NO CODE USED: <input type="checkbox"/> IRC <input type="checkbox"/> IBC PERMIT VALUATION: \$ _____
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Permit Fee: \$ _____	WAC Charge: \$ _____
Plan Check Fee: \$ _____	SAC Charge: \$ _____
State Surcharge: \$ _____	Sewer Hook-Up: \$ _____
Site Inspection Fee: \$ _____	Water Hook-Up: \$ _____
SEWA Fee: \$ _____	Water Meter: \$ _____
S.E.C. Fee: \$ _____	Landscape Escrow: \$ _____
Other: \$ _____	Street: \$ _____
SUB-TOTAL \$ _____	\$ _____
Plumbing Fee: \$ _____	TOTAL DUE: \$ _____
Mechanical Fee: \$ _____	

BUILDING OFFICIAL: _____ **DATE:** _____ Check Cash

ADMIN / CLERK / PLANNER _____ **DATE:** _____ **Receipt #** _____

ZONING ADMINISTRATOR: _____ **DATE:** _____ **Date** _____

By _____



LAND SURVEYORS • CIVIL ENGINEERS
LAND PLANNERS • LANDSCAPE ARCHITECTS

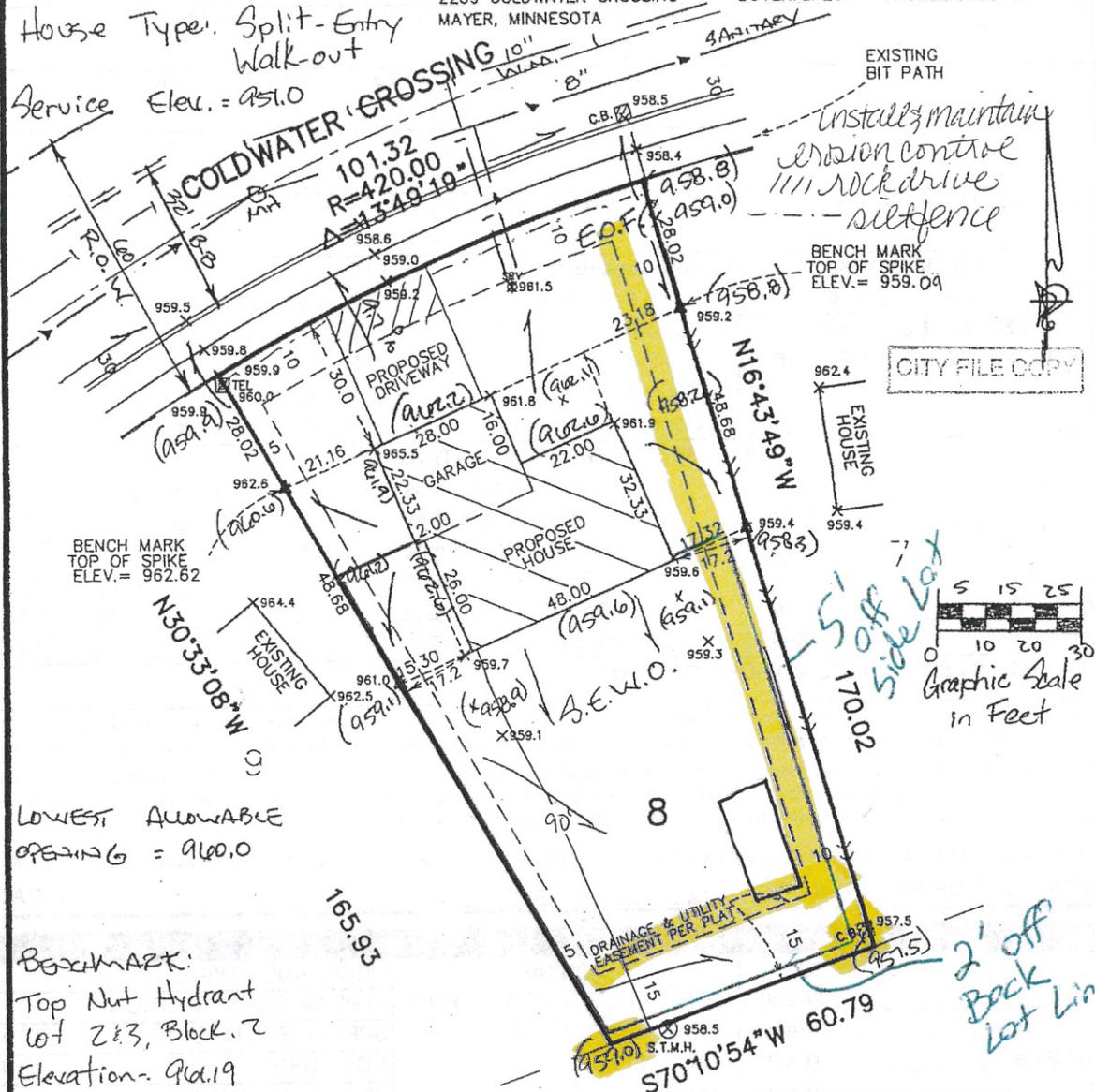
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914 FAX: 681-9488

625 Highway 10 N.E.
Blaine, MN 55434
(763) 783-1880 FAX: 783-1883

Certificate of Survey for: KEYLAND HOMES

House Type: Split-Entry
Walk-out
Service Elev. = 951.0

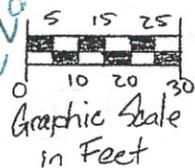
2269 COLDWATER CROSSING BUYER: SPEC MODEL: 3653-A
MAYER, MINNESOTA



LOWEST ALLOWABLE
OPENING = 960.0

BENCHMARK:
Top Nut Hydrant
lot 2 & 3, Block 2
Elevation - 961.19

CITY FILE COPY



PROPOSED HOUSE ELEVATION	
LOWEST FLOOR ELEVATION:	960.1
TOP OF BLOCK ELEVATION:	963.3
(DROP) GARAGE SLAB ELEVATION:	962.2
TOB @ LOOKOUT ELEVATION:	

- NOTE: PROPOSED GRADES SHOWN PER GRADING PLAN BY: SATHRE-BERQUIST
- NOTE: BUILDING DIMENSIONS SHOWN ARE FOR HORIZONTAL AND VERTICAL LOCATION OF STRUCTURES ONLY. SEE ARCHITECTURAL PLANS FOR BUILDING AND FOUNDATION DIMENSIONS.
- NOTE: NO SPECIFIC SOILS INVESTIGATION HAS BEEN COMPLETED ON THIS LOT BY THE SURVEYOR. THE SUITABILITY OF SOILS TO SUPPORT THE SPECIFIC HOUSE PROPOSED IS NOT THE RESPONSIBILITY OF THE SURVEYOR.
- NOTE: THIS CERTIFICATE DOES NOT PURPORT TO SHOW EASEMENTS OTHER THAN THOSE SHOWN ON THE RECORDED PLAT.
- NOTE: CONTRACTOR MUST VERIFY DRIVEWAY DESIGN.
- NOTE: BEARINGS SHOWN ARE BASED ON AN ASSUMED DATUM

- X 000.00 DENOTES EXISTING ELEVATION
- (000.00) DENOTES PROPOSED ELEVATION
- DENOTES DRAINAGE AND UTILITY EASEMENT
- DENOTES DRAINAGE FLOW DIRECTION
- △ DENOTES SPIKE
- DENOTES OFFSET HUB

WE HEREBY CERTIFY TO KEYLAND HOMES THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE BOUNDARIES OF:

LOT 8, BLOCK 1, COLDWATER CROSSING 2ND ADDITION CARVER COUNTY, MINNESOTA

IT DOES NOT PURPORT TO SHOW IMPROVEMENTS OR ENCHROACHMENTS, EXCEPT AS SHOWN, AS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION THIS 6 DAY OF AUGUST, 2003.

SCALE : 1 INCH = 30 FEET

REVISED 8-7-03 STAKE HSE
REV. 4-18-04 NEW HSE
REV. 3-24-04 RESTAKE HSE
REV. 6-18-04 RESTAKE HSE

SIGNED: PIONEER ENGINEERING, P.A.
BY: Dan R. Westergren

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: August 8, 2016
Item Name: US Solar Agreement
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

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

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

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*
 US Solar has provided the attached agreement for Council consideration. Staff had emailed them because many of the exhibits are not provided. His response is on the email of August 3 at 4:23 PM.
 They did provide an updated savings tabled which is at the top of the page with the emails.
 Council will need to give direction to US Solar on whether they want to enter into an agreement then a fully executable agreement will be brought to the City Council.

<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 _____</p> <p>Resolution No. _____</p>	<p>Denied _____</p>	<p>Tabled _____</p> <p>Ordinance No. _____</p>	<p>Other _____</p>
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Luayn Ruch-Hammond

From: David Watts [david.watts@us-solar.com]
Sent: Wednesday, August 03, 2016 4:46 PM
To: cityadmin@frontiernet.net
Cc: gthomasci.mayer@frontier.com; tmcpadden.ci.mayer@frontier.com; bosborn0101@gmail.com; erickboder@gmail.com; nmcneilly.ci.mayer@frontier.com
Subject: RE: Sunscription Agreement with US Solar

Forgive me – this is the updated expected savings table, which should save the City even more than the initial offer:

	0	1	2	3	4	5
Subscribed Energy		560,772	557,968	555,178	552,402	54
Enhanced Bill Credit from Xcel	\$ 0.1174	\$ 0.1198	\$ 0.1223	\$ 0.1249	\$ 0.1275	\$ 0
Subscription Rate to US Solar		\$ (0.1179)	\$ (0.1179)	\$ (0.1179)	\$ (0.1179)	\$ (0
Net Value per kWh		\$ 0.0019	\$ 0.0044	\$ 0.0070	\$ 0.0096	\$ 0
Net Value		\$ 1,085	\$ 2,472	\$ 3,880	\$ 5,309	\$

Assumes 2.5% escalation in Applicable Retail Rate, 0.5% degradation in subscribed energy

Thank you,
David

From: David Watts [mailto:david.watts@us-solar.com]
Sent: Wednesday, August 03, 2016 4:23 PM
To: cityadmin@frontiernet.net
Cc: gthomasci.mayer@frontier.com; tmcpadden.ci.mayer@frontier.com; bosborn0101@gmail.com; erickboder@gmail.com; nmcneilly.ci.mayer@frontier.com
Subject: RE: Sunscription Agreement with US Solar

Luayn,

It seems there may be some confusion, because not every Exhibit is complete. If the City gives us the thumbs up, we will provide an executable, completed version of this Sunscription Agreement.

It is worth noting that the document does include our price, however. We were able to set the price lower than we originally proposed, at **\$0.1179/kWh with no escalator whatsoever**, which is the same offer that the Metropolitan Council has signed with us. Further, the estimated annual subscription size would be 560,772 kWh. I pasted the updated expected savings table below, which accounts for your subscription size.

	Year 0	1	2	3	4	5	10	15	20	25	TO
Subscribed Energy		560,772.00	557,968.14	555,178.30	552,402.41	549,640.40	536,036.11	522,768.55	509,829.38	497,210.46	1:
Enhanced Bill Credit from Xcel	\$ 0.1174	\$ 0.1198	\$ 0.1223	\$ 0.1249	\$ 0.1275	\$ 0.1302	\$ 0.1447	\$ 0.1611	\$ 0.1796	\$ 0.2006	
Subscription Rate to US Solar	\$(0.1179)	\$(0.1180)	\$(0.1190)	\$(0.1190)	\$(0.1190)	\$(0.1190)	\$(0.1190)	\$(0.1190)	\$(0.1190)	\$(0.1190)	
Net Value per kWh	\$ 0.0004	\$ 0.0018	\$ 0.0033	\$ 0.0059	\$ 0.0085	\$ 0.0112	\$ 0.0257	\$ 0.0421	\$ 0.0606	\$ 0.0816	
Net Value		\$ 1,029.02	\$ 1,858.52	\$ 3,269.53	\$ 4,701.70	\$ 6,155.51	\$ 13,765.53	\$ 21,989.86	\$ 30,896.29	\$ 40,559.52	\$

Assumes 2.5% escalation in Applicable Retail Rate, 0.5% annual degradation in subscribed energy

Thank you for your time,
David

From: David Watts [mailto:david.watts@us-solar.com]
Sent: Wednesday, August 03, 2016 1:33 PM
To: cityadmin@frontiernet.net

Cc: Reed Richerson; gthomas.ci.mayer@frontier.com; tmcpadden.ci.mayer@frontier.com; bosborn0101@gmail.com; erickboder@gmail.com; nmcneilly.ci.mayer@frontier.com

Subject: Sunscription Agreement with US Solar

Luayn,

Thank you again for taking the time to listen to our presentation at the City Council meeting last week. I think the conversation was great, mostly due to the thoughtful questions raised by the Council Members.

I am excited to present the attached Sunscription Agreement, which would allow the City of Mayer to enjoy significant savings on its Xcel Energy bill for no upfront cost.

Please reach out with any additional questions or to set up a meeting with our team.

Thank you for your time and consideration,
David

David Watts – Project Developer

United States Solar Corporation
100 N 6th St, Suite 222C
Minneapolis, MN 55403
w: 612.294.6978 c: 612.859.7575
david.watts@us-solar.com
us-solar.com



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US Solar Flat Rate SubscriptionSM Agreement

This Flat Rate SubscriptionSM Agreement (this "Agreement") is entered into by and between United States Solar Corporation (together with its successors and assignees, "US Solar" or "we") and the Subscriber described below (together with any permitted transferees, "Project Subscriber" or "you") (each a "Party" and collectively the "Parties") and is effective as of the date signed by the Parties (the "Effective Date").

Project Subscriber:		US SolarSM:	
Name and Address	City of Mayer 413 Bluejay Ave N Mayer, MN 55360 Attention: Luayn Ruch-Hammond	Name and Address	United States Solar Corporation 100 N 6 th Street, Suite 222C Minneapolis, MN 55403 Attention: MN CSG Notices
Phone	(952) 657-1502	Phone	(612) 294-6978
E-mail	Cityadmin@frontiernet.net	E-mail	info@us-solar.com
Premises and Account Numbers			
Community Solar Garden Allocation	An amount expected to produce up to 100% of Project Subscriber's average annual historic electricity usage (net of any other distributed generation resources serving a relevant Premises) over the prior twenty four (24) months with respect to its eligible Account and Premises numbers, which is equal to approximately 560,772 kWh, allocated to multiple Projects (based on the annual estimated generation of the relevant Projects).		

This Agreement sets forth the terms and conditions of your subscription to the Community Solar Garden(s) described in **Exhibit B** (individually and collectively, as context requires, a "Project") and installed at the Community Solar Garden Site(s) described in **Exhibit B** (individually and collectively, as context requires, a "Project Site"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Standard Contract for Solar Rewards Community contract ("**SRC Contract**").

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit A** Definitions
- Exhibit B** Project(s) and Project Site(s)
- Exhibit C** Bill Credit Types, Current Bill Credit Rates, and Current SubscriptionSM Rates
- Exhibit D** Estimate of Subscribed Energy
- Exhibit E** [Reserved]
- Exhibit F** Form of SRC Contract
- Exhibit G** Form of Agency Agreement
- Exhibit H** Project Subscriber Data

ARTICLE 1 SUBSCRIPTION

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Garden Allocation ("**CSG Allocation**") identified for each Project on the front page of this Agreement on the terms and conditions set forth herein.

1.2 Bill Credit Value. As more fully detailed in the SRC Contract, your CSG Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by NSP to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by the Project and delivered to NSP from the Project.

1.3 Bill Credit Rate. Bill Credit Rates are found in the CSG Tariff. The Bill Credit Rates in effect as of the Effective Date are as follows:

Customer Class	Bill Credit Type	Bill Credit Rate per kWh (AC) for Energy Delivered to Company
Small General Service	Standard	\$0.12229
	Enhanced -- Solar Gardens > 250kW (AC)	\$0.14229
General Service	Standard	\$0.09740
	Enhanced -- Solar Gardens > 250kW (AC)	\$0.11740

Your Bill Credit Rate will be updated annually (or otherwise as provided by order of the MPUC) during the Term only to reflect any updates in the applicable retail rate (labeled the "Standard" rate in the chart above) with respect to your customer class, as reflected in the CSG Tariff. The amount of the CSG "Enhanced" rate premium over the Standard rate reflects the value of the Project's RECs sold and delivered by us to NSP. Per the CSG Tariff, the amount of CSG "Enhanced" rate premium over the Standard rate will not change over the Term. Please see Exhibit C for your account by account Bill Credit Type, current Bill Credit Rates, and current SunscriptionSM Rates.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CSG Allocation over the Term is set forth in Exhibit D.

1.5 SunscriptionSM Rate and Payments.

(a) Your SunscriptionSM Rate for each Project for each Production Month shall be equal to \$0.1179/kWh for each of your General Service accounts. Please see Exhibit C for additional details about Bill Credit types, current Bill Credit Rates, and current SunscriptionSM Rates.

(b) The monthly payment amount you owe to US Solar (each, a "**SunscriptionSM Payment**") is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your SunscriptionSM Rate.

(c) SunscriptionSM Payments will be invoiced monthly, beginning the first month after the Date of Commercial Operation ("**COD**") of each particular Project, and you agree to

make the full monthly SubscriptionSM Payment within twenty (20) days of receiving our invoice.

1.6 No Additional Funds. The SubscriptionSM Payments represent full payment by you for your CSG Allocation subscription, and we shall not have any right to compel you to advance or pay any additional funds for the construction or maintenance of the Project or your CSG Allocation.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (for each Project, a “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by NSP to US Solar or the Project Owner with respect to Unsubscribed Energy;
- (d) Any right to manage, direct, control or operate the Project, US Solar or Project Owner; or
- (e) Any RECs produced by the Project or any payment by NSP to US Solar or Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end, with respect to each Project, twenty five years after the COD of such Project unless otherwise provided for in this Agreement or to allow for any extension provided under the related SRC Contract.

ARTICLE 2 STANDARD CONTRACT FOR SOLAR REWARDS COMMUNITY

2.1 SRC Contract. With respect to each Project, US Solar or the applicable Project Owner will enter into the SRC Contract once offered by NSP. Please see Exhibit F for the form of SRC Contract. Among other things, the SRC Contract provides for the following:

- (a) US Solar acting as the Community Solar Garden Operator;
- (b) Sale and delivery to NSP of all electricity and RECs generated by the Project for a term of twenty five (25) years;
- (c) Allocation to Subscribers by NSP of Bill Credits in exchange for delivery by US Solar, or the applicable Project Owner, of the electricity and RECs generated by the Project; and
- (d) US Solar ensuring compliance with the Community Solar Garden Statutory Requirements (“**Eligibility Requirements**”), which include eligibility requirements relating to both the Project and Subscribers.

2.2 Subscriber Agency Agreement and Consent Form. Attached to the SRC Contract is a Subscriber Agency Agreement and Consent Form (“**Agency Agreement**”) that you will be required to sign. Please see Exhibit G for the form of Agency Agreement. Among

other things, the Agency Agreement provides for the assignment of energy and RECs to NSP and provides information regarding the following:

- (a) Data access, control, and disclosure;
- (b) Contacting NSP about certain questions regarding your Bill Credits; and
- (c) Contacting US Solar about questions regarding this Agreement, NSP's data policies, and Project-related items.

ARTICLE 3 ELIGIBILITY AND EXCESS BILL CREDIT PURCHASE

3.1 Eligibility Data. You acknowledge that the account data contained in Exhibit H is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the applicable Eligibility Requirements. You agree to provide US Solar and the applicable Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.2 Authorization to Access Data. You authorize US Solar and the applicable Project Owner to use all eligibility data set forth in Exhibit H, as well as your electric bills for each Eligible Address for the most recent twenty-four (24) months, to assist US Solar and the applicable Project Owner in confirming your eligibility.

3.3 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.4 Excess Bill Credit Purchase. As per the SRC Contract, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe NSP for your regular retail service in that period) will be carried forward and credited against all charges for at least a twelve (12) month cycle. Under the SRC Contract, NSP will be required to purchase from you all such Bill Credits with the billing statement that includes the last day of February and restart the credit cycle the following period with a zero credit balance.

ARTICLE 4 US SOLAR RESPONSIBILITIES

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project(s), including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an interconnection agreement with NSP, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Application Process. We shall submit each Project to NSP for approval as a Community Solar Garden ("**CSG**") in accordance with the CSG Tariff and shall provide all information required by NSP to determine the completeness of our application and technical viability of each Project. Once offered by NSP, we (or the applicable Project Owner) shall enter into the SRC Contract, interconnection agreement, and other agreements with NSP that may be necessary to qualify each Project as a CSG and for the Project to operate and deliver energy to NSP.

4.3 Timeliness. In keeping with the time requirements set forth in the SRC Contract, we shall use commercially reasonable efforts to finish construction and installation of each particular Project within twenty four (24) months after NSP has deemed complete our CSG application with respect to such Project.

4.4 Eligibility Compliance. US Solar is responsible for confirming compliance with the Eligibility Requirements, including verification of the eligibility information you have provided to US Solar.

4.5 Maintenance. We will maintain the Project in a prudent manner and in accordance with industry standards throughout the Term. We will provide you with notice of any material repair or replacement event that is reasonably anticipated to exceed one hundred eighty (180) days.

ARTICLE 5 FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed Energy will be purchased by NSP from the Project in accordance with the SRC Contract and Applicable Laws.

5.2 Reserves. US Solar will establish reserve funds available for use to maintain the Project and pay Project operating expenses such as taxes, maintenance, insurance, and management services for the Term.

5.3 Other Agreements and Documents.

(a) Upon your request we will provide the following when and as available:

- i. Copy of the SRC Contract between NSP and the Project Owner;
- ii. Copy of the solar module warranty;
- iii. Certificate(s) of insurance; and
- iv. Long-term maintenance plan.

(b) We will provide you with any other information that you may request, or that we may be required to deliver, under the CSG Tariff.

(c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Information Sharing. The Parties acknowledge the Agency Agreement contains certain provisions relating to "Subscriber Account Information" and "Subscriber's Energy Use Data" and agree to adhere to those provisions.

5.5 Fair Disclosure. You acknowledge that, prior to entering into this Agreement and becoming a Subscriber, we fairly disclosed to you the future potential costs and benefits of your Subscription and provided you with a copy of the SRC Contract. US Solar will comply with all other requirements of the MPUC and CSG Tariff with respect to communications with you.

5.6 Taxes. You recognize that neither we nor NSP makes any representations or warranties concerning the taxable consequences, if any, to you with respect to your Bill Credits, your SunscriptionSM Payments, or your participation in the Project. We are responsible for

paying the Minnesota Solar Energy Production Tax, if any, as in effect as of the Effective Date under Minnesota Statutes 272.0295. You are responsible to either pay or reimburse us for any and all other Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.

5.7 Securities Laws. Neither we nor NSP makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CSG Allocation. Neither this Agreement nor your CSG Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. US Solar does not believe this Agreement or the CSG Allocation constitute a security governed by such laws but, in the event any such securities laws may apply, Project Subscriber represents that, as of the Effective Date, it is an "accredited investor" as that term is defined in Rule 501 of the Securities and Exchange Commission under the Securities Act of 1933, as amended. Project Subscriber agrees that it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws. You are urged to seek your own professional advice on these matters.

ARTICLE 6 TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the applicable Eligibility Requirements and your payment of the SunsubscriptionSM Payments. This Agreement and the Bill Credits are transferable only as set forth below. This Agreement and the Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless as approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may voluntarily sell or transfer this Agreement, or any portion of your CSG Allocation (but not less than the minimum set by Eligibility Requirements), for any reason (but not more than once in any twelve (12) month period) and to any person or entity who, at the time of the sale or transfer meets applicable Eligibility Requirements for the relevant Project(s). Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CSG Allocation, belongs to you. Neither US Solar nor a Project Owner will have any claim or right to any such amounts you may receive.

Your sale or transfer of your CSG Allocation for any Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from NSP, the NSP account number and all other information needed to determine its eligibility to be a Subscriber, as well as any other subscriptions in the relevant Project or other CSGs held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;

- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their NSP account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to NSP;
- (d) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CSG Allocation on terms acceptable to US Solar, including the cure of any prior defaults arising under this Agreement; and (ii) execution of an Agency Agreement or any other document reasonably required by US Solar or NSP to effectuate the transfer and maintain compliance with the Eligibility Requirements;
- (e) The proposed transferee meeting our credit requirements; and
- (f) US Solar receiving any applicable Cover Cost Amount from Project Subscriber.

US Solar shall notify NSP of any such transfer so that NSP may change the applicable Subscriber benefits to apply to the transferee's retail NSP electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the NSP account-holder at that address, you may transfer all or part of your CSG Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
 - i. You provide us with at least ninety (90) days' notice of such transfer; and
 - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CSG Allocation to continue to meet the applicable Eligibility Requirements.
- (b) If during the Term you move from or sell an Eligible Address and are no longer the NSP account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:
 - i. Sell or transfer the relevant portion of your CSG Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) days to assist you in this process; or
 - ii. Cancel the relevant portion of your CSG Allocation pursuant to Section 10.1 (a)(iii) below.
- (c) You are obligated to maintain compliance with the applicable Eligibility Requirements and to notify us if you plan to be out of compliance. You

acknowledge that your failure to maintain compliance with the applicable Eligibility Requirements may result in NSP not paying you Bill Credits and our cancellation of the relevant CSG Allocation.

- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

ARTICLE 7 FINANCING

7.1 Consent. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to a Project Owner or an affiliate or subsidiary of ours, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project; and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment), we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. A Financing Party may assign its interest at any time, and without your consent, to another person or another Financing Party. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described below), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties. If this Agreement applies to more than one Project, you also agree to execute a separate Agreement for each Project if requested by us in connection with such assignment.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default, and provide the Financing Parties with the opportunity to cure the default within thirty (30) days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties

or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. Other than in accordance with the Agency Agreement, US Solar will not disclose Project Subscriber's Account Information, Subscriber Energy Usage Data, Bill Credits or any other personal information of Project Subscriber to any person except (i) to NSP, to the extent required by Applicable Laws or the SRC Contract, for the purpose of administration of the Project, Project CSG eligibility, and Project Subscriber CSG eligibility; (ii) to attorneys, accountants, advisors, and agents of US Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) as otherwise required by Applicable Laws.

8.2 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in a Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Parties agree to the use each other's logos in their respective marketing materials.

ARTICLE 9 DISPUTE RESOLUTION

9.1 NSP Disputes.

- (a) Any dispute or question which you have with respect to the application by NSP of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that NSP used to determine the amount of your Bill Credits, shall be directed by you to NSP for resolution. You may request that US Solar assist you in this respect. You acknowledge that your obligation to make your SunscriptionSM Payments is independent of the amount of your Bill Credits.
- (b) All disputes arising with respect to the contract between NSP and US Solar shall be resolved by negotiation and, in the absence of a resolution, by the Minnesota Public Utilities Commission ("MPUC"), as per the SRC Contract. Any issue or dispute identified by you with respect to NSP's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the MPUC at the following address:

Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101
Tel: (651) 296-7124
Toll free: (800) 657-3782
Fax: (651) 297-7073
consumer.puc@state.mn.us

9.2 Disputes between Parties.

- (a) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) days or such longer period as the Parties may agree.
- (b) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing party's expense. Such consultant's results shall be binding on the Parties absent manifest error.
- (c) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in Minneapolis, MN. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

ARTICLE 10

CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
 - i. Construction of that Project is not completed within twenty-four (24) months of our receipt of NSP determining that Project's CSG application is complete, as extended by Force Majeure, and additional Project capacity does not exist;
 - ii. That Project becomes ineligible, in whole or in part, as a CSG during the Term and the related SRC Contract is terminated, and additional Project capacity does not exist; or

- iii. You become aware that, due to relocation or other material changes, your CSG Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer, your CSG Allocation to another eligible NSP customer.
- (b) We may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
 - i. You fail to meet the applicable Eligibility Requirements at any time during the Term;
 - ii. Your CSG Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an eligible transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness; or
 - iv. Prior to the start of Project construction, we determine to terminate the development of Project(s) for which your CSG Allocation relates, and additional Project capacity does not exist.
- (c) Cancellation will be effective upon written notice by the cancelling Party to the other Party, including a description of the circumstances giving rise to the Cancellation Event and the specific portion of CSG Allocation canceled.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any SunscriptionSM Payment when due, and failure to cure the default within ten (10) days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i) or (ii) or 10.1(b)(iii) or (iv), you will owe nothing with respect to the amount of CSG Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(iii) or 10.1(b)(i) or (ii) (each, a "**Covered Cancellation Event**"), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CSG Allocation cancelled, subject to the following:
 - i. We will use commercially reasonable efforts for up to one hundred eighty (180) days after such cancellation ("**Cancellation Replacement Period**") to secure one or more Eligible Transferee who will subscribe to the entire

- cancelled portion of your CSG Allocation at no less than your SunscritionSM Rate. If we are successful, your Cover Cost Amount will be zero.
- ii. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee SunscritionSM Rate for purposes of determining the Cover Cost Amount.
- (c) During the Cancellation Replacement Period and before paying any Cover Cost Amount or other cancellation related amounts, you will be responsible for making SunscritionSM Payments that will be deemed to equal the full amount of your SunscritionSM Payments had no cancellation occurred.
 - (d) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. These amounts will become due and payable by you within ten (10) days of your receipt of this notice.
 - (e) After paying the Cover Cost Amount, your remaining SunscritionSM Payments will reflect your appropriately reduced CSG Allocation.
 - (f) You will be responsible for reimbursing us for any costs we reasonably incur in identifying an Eligible Transferee who will subscribe to the cancelled portion of your CSG Allocation and in the execution of related documentation.
 - (g) Upon cancellation of the entire CSG Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
 - i. We may terminate this Agreement immediately by notifying you in writing.
 - ii. We may direct NSP to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CSG Allocation.
 - iii. You will owe the Cover Cost Amount, if any.
 - 1. We will use commercially reasonable efforts for sixty (60) days after your Event of Default ("**Default Replacement Period**") to secure one or more Eligible Transferee who will subscribe to your entire CSG Allocation at no less than your SunscritionSM Rate. If we are successful, your Cover Cost Amount will be zero.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferee who will subscribe to your entire CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee

SunscriptionSM Rate for purposes of determining the Cover Cost Amount.

- iv. You will owe an amount equal to the SunscriptionSM Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
- v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.
- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
- vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.

(b) With respect to an Event of Default by US Solar:

- i. Prior to the COD of the final Project, you may terminate this Agreement at any time by notifying us in writing.
- ii. After the COD of the final Project, you may terminate this Agreement only if our default results in your CSG Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive days or more.
- iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CSG Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the account-holder with NSP at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CSG Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Eligibility Criteria, the transfer shall be treated as a sale or transfer of the CSG Allocation to such transferees upon

completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CSG Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

11.1 Notices. Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.

11.2 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

11.3 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties; provided, however, that, US Solar may amend Project and Project Site information and allocate your CSG Allocation among Projects and Project Sites (prior to relevant CODs) without Project Subscriber's prior consent.

11.4 Governing Law. This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota.

11.5 SRC Contract and CSG Tariff. This Agreement contains summaries of, and makes reference to, certain provisions of the SRC Contract and CSG Tariff. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in SRC Contract and CSG Tariff. You are urged to review these documents.

11.6 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with

respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.7 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.8 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

11.9 Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

(SIGNATURE PAGES TO FOLLOW)



PROPRIETARY AND CONFIDENTIAL DRAFT

[Project Subscriber]

United States Solar Corporation

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: Reed Richerson

Title: _____ Title: COO

Date: _____ Date: _____

EXHIBIT A

DEFINITIONS

1. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the MPUC), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, Subscribers, CSGs or this Agreement.
2. **Bill Credit Rate.** A dollar amount per kilowatt-hour reflected in the CSG Tariff with respect to specific classes of NSP customers to be used for determining a Subscriber's Bill Credit.
3. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
4. **Cover Cost Amount.**
 - (a) With respect to a sale or transfer by you pursuant to Section 6.2, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-transfer with respect to the transferred portion of your CSG Allocation, had this Agreement remained unchanged for the remaining Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by your transferee with respect to the transferred portion of your CSG Allocation over the remaining Term.
 - (b) With respect to a Covered Cancellation Event, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-cancellation with respect to the cancelled portion of your CSG Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by NSP for the Unsubscribed Energy associated with the portion CSG Allocation not transferred) with respect to the cancelled portion of your CSG Allocation over the remaining Term.
 - (c) With respect to an Event of Default by you, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-default, had this Agreement remained unchanged with respect to your entire CSG Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by NSP for the Unsubscribed Energy associated with the portion CSG Allocation not transferred) with respect to the entire CSG Allocation over the remaining Term.

5. **CSG Tariff.** The Solar Rewards Community Program tariff of NSP's rate book, as amended or updated and any successor thereto.
6. **Eligible Address.** A Subscriber's NSP service address that meets the Eligibility Requirements.
7. **Eligible Transferee.** A person or entity who meets the applicable Eligibility Requirements and meets the conditions set for in Section 6.2(a)-(e)
8. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
9. **JAMS.** JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.
10. **MPUC.** Minnesota Public Utilities Commission.
11. **NSP.** Northern States Power Company, a wholly owned subsidiary of Xcel Energy Inc.
12. **SunscriptionSM Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CSG Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's SunscriptionSM Payments.
13. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.

Any conflict in the meaning of a term used both herein term and in the SRC Contract shall be resolved in favor of the meaning given to such term in the SRC Contract.



PROPRIETARY AND CONFIDENTIAL DRAFT

EXHIBIT B

PROJECT(S) AND PROJECT SITE(S)

EXHIBIT C

BILL CREDIT TYPES, CURRENT BILL CREDIT RATES, CURRENT SUNSCRIPTIONSM RATES

Account Number	Premise Number	Account Type	Sunscription SM Rate

Bill Credit Value. We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy Bill Credit Rates, Applicable Laws currently in place, NSP's retail electrical rates, and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

EXHIBIT DESTIMATE OF SUBSCRIBED ENERGY

Production. US Solar makes no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described herein is based on a number of assumptions about expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack of sunlight, other adverse weather, equipment failures, curtailments or outages by NSP, Force Majeure events, and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

EXHIBIT E

[RESERVED]



PROPRIETARY AND CONFIDENTIAL DRAFT

EXHIBIT F

FORM OF SRC CONTRACT



PROPRIETARY AND CONFIDENTIAL DRAFT

EXHIBIT G

FORM OF AGENCY AGREEMENT

EXHIBIT H

PROJECT SUBSCRIBER DATA

1. Project Subscriber (name as shown on NSP account) _____
2. NSP service address (Eligible Address): _____

3. NSP account number: _____
4. Average annual electrical consumption: _____ kWh (AAEC)
5. 120% of AAEC: _____ kWh

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: August 8, 2016
Item Name: Community Center Repairs
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 directing staff on the repairs at the Community Center

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

City Council had pulled the Community Center repairs from the work session. After consideration of where we are in the year and possibility of wanting some of the repairs completed before Kids Company starts on September 6, I wanted to get Council input on the repair of the kitchen cabinets.

Staff had compiled the attached quotes for replacement of the kitchen cabinets. Also, attached is a quote from Brush masters to repaint the cabinets at a cost of \$1,376.40

Home Solutions NYA	\$3,045.94	
Mayer Lumber	\$2,665.00	Addt for pulls
Design Cabinets	\$1,279.70	Addt for pulls
Design Cabinets	\$2,837.50	Addt for pulls
Artistic Visions	\$3,782.07	

Attached is the list that Council Member McNeilly had brought forward, some of the items have been completed.

The Community Center Capital Outlay line item has \$15,988.93 in funds that can be spent on the list of items.

Staff is requesting direction specifically on the kitchen cupboards and the purchase of coffee pots, the bulletin board and also painting of the exterior trim and entry doors.

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

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

MAYER, MN
Water Revenue Budget Worksheet 2016

Account Descr	2015 Budget	2015 Amt	2016 YTD Budget	2016 YTD Amt	2017 Budget
Fund 620 WATER FUND					
R 620-41000-36100 Special Assessments-County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-41000-36102 Penalties and Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-36100 Special Assessments-County	\$0.00	\$824.88	\$0.00	\$0.00	\$0.00
R 620-49440-36102 Penalties and Interest	\$0.00	\$4,733.02	\$0.00	\$1,661.44	\$0.00
R 620-49440-36210 Interest Earnings	\$0.00	\$910.23	\$0.00	\$0.00	\$0.00
R 620-49440-36235 Contrib from Devlprs/fix asset	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-36236 Assets Contributed other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-36240 Insurance Claims	\$0.00	\$1,213.91	\$0.00	\$0.00	\$0.00
R 620-49440-36250 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-36260 Tower Antenna Rent	\$25,000.00	\$26,091.49	\$0.00	\$0.00	\$0.00
R 620-49440-37110 Water Use Charge	\$247,000.00	\$266,333.36	\$0.00	\$126,249.11	\$0.00
R 620-49440-37150 Water Connect/Reconnect Fee	\$0.00	\$105,235.80	\$0.00	\$76,500.00	\$0.00
R 620-49440-37170 Water Meter/Repair	\$0.00	\$13,501.21	\$0.00	\$8,195.00	\$0.00
R 620-49440-37180 State Connect Fee	\$0.00	\$4,330.66	\$0.00	\$2,123.25	\$0.00
R 620-49440-37240 MPFA Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-37320 Developer Area Charges	\$0.00	\$0.00	\$0.00	\$24,698.25	\$0.00
R 620-49440-99990 Prior Period Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-99999 Unallocated Utility Revenue	\$0.00	\$401.35	\$0.00	\$50.00	\$0.00
Fund 620 WATER FUND	\$272,000.00	\$423,575.91	\$0.00	\$239,477.05	\$0.00
	\$272,000.00	\$423,575.91	\$0.00	\$239,477.05	\$0.00

Issue	Completed	Projected Date
Stain above entrance door	8-Jul	Completed
Paint door facing south		
Cork Bulletin Board		
Paperwork redone	1-Jul	Completed
Top Trim Building		
Clean up Front Gravel	X	Completed
Trim Bushes	X	Completed
New Flag Every Year	X	Replaced Flag
Rain Garden - Remove Weeds		
Tree Limbs by front door	X	Completed
Paint Front Door facing Bluejay		
Repair Cement		
Back exit step		
Ramp by back door		
Replace Ceiling tiles		
Trim around doors		
Bathroom Shoes on Stalls	X	Completed
Repair Door Closers	X	Contacted Town and Country
Repair Doors		Contacted Gary Shaleen
Paint Doors		
Bulletin Board By Gym Clean Up	X	
Storage Door Repair Knob	X	completed
Sink Fix handles		
Kitchen Paint trim		
Kitchen New Lighting		
Cabinets		Council Direction
Lighting in Center		
Fix Fans		
Faucet Drips		
Oven		
New Stove		
Floor Tile redone in walk in		
Repair drain line compressor	8-Jul	Completed
New Coffee Pots		
Cover for Closer on Glass Doors		
Purchase Chairs		
Check Tables		
Check Chairs		
Broken light Cover Upper area		

General Fund EXP 2016

Current Period: December 2016

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget
FUND 100 GENERAL FUND				
Dept 41940 Community Center				
E 100-41940-100 Wages and Salaries	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41940-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41940-180 Employee Withholdings	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41940-300 Professional Svcs	\$4,565.00	\$4,500.00	\$2,675.00	\$8,580.00
E 100-41940-321 Telephone	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41940-381 Electric Utilities	\$6,696.07	\$6,585.00	\$3,843.66	\$7,268.00
E 100-41940-383 Gas Utilities	\$5,399.12	\$7,110.00	\$3,570.30	\$7,000.00
E 100-41940-400 Repairs & Maint Cont	\$7,566.51	\$6,000.00	\$7,337.02	\$6,000.00
E 100-41940-438 Comm Ctr Pop	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41940-500 Capital Outlay (GENERAL)	\$6,452.40	\$17,500.00	\$1,511.07	\$15,000.00
E 100-41940-720 Transfer Out	\$2,759.00	\$0.00	\$8,893.00	\$0.00
E 100-41940-810 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00
Dept 41940 Community Center	\$33,438.10	\$41,695.00	\$27,830.05	\$43,848.00
FUND 100 GENERAL FUND	\$33,438.10	\$41,695.00	\$27,830.05	\$43,848.00

Budget
 Spent
 Funds left

\$17,500.00
 - 1511.07

 \$15,988.93

HOME SOLUTIONS OF NYA
(952) 467-2404
P.O. BOX 549 520 FAXON RD
NORWOOD YOUNG AMERICA MN 55368

E S T I M A T E

INVOICE NUMBER	ACCOUNT NUMBER	SALES #	DEPT. #	LOCATION
9000003808	9526571502	LS		W

SOLD TO:

CITY OF MAYER
413 BLUE JAY

MAYER

SHIP TO:

ATTN:

MN 55360

INVOICE DATE	PO NUMBER	TERMS	PAY METHOD		
07/23/2015			ESTIMATE		
QTY	MAKE	PRODUCT	DESCRIPTION	PRICE	EXTENSION

1	MIS	MIS	CABINETS BY MEDALLION	2,850.00	2,850.00
---	-----	-----	-----------------------	----------	----------

SILVERLINE SERIES THERMOFOIL CABINERY
WHITE

DELIVERED, NOT INSTALLED
ALL PER HOME SOLUTIONS DRAWINGS

APPROVED BY: _____ DATE: _____

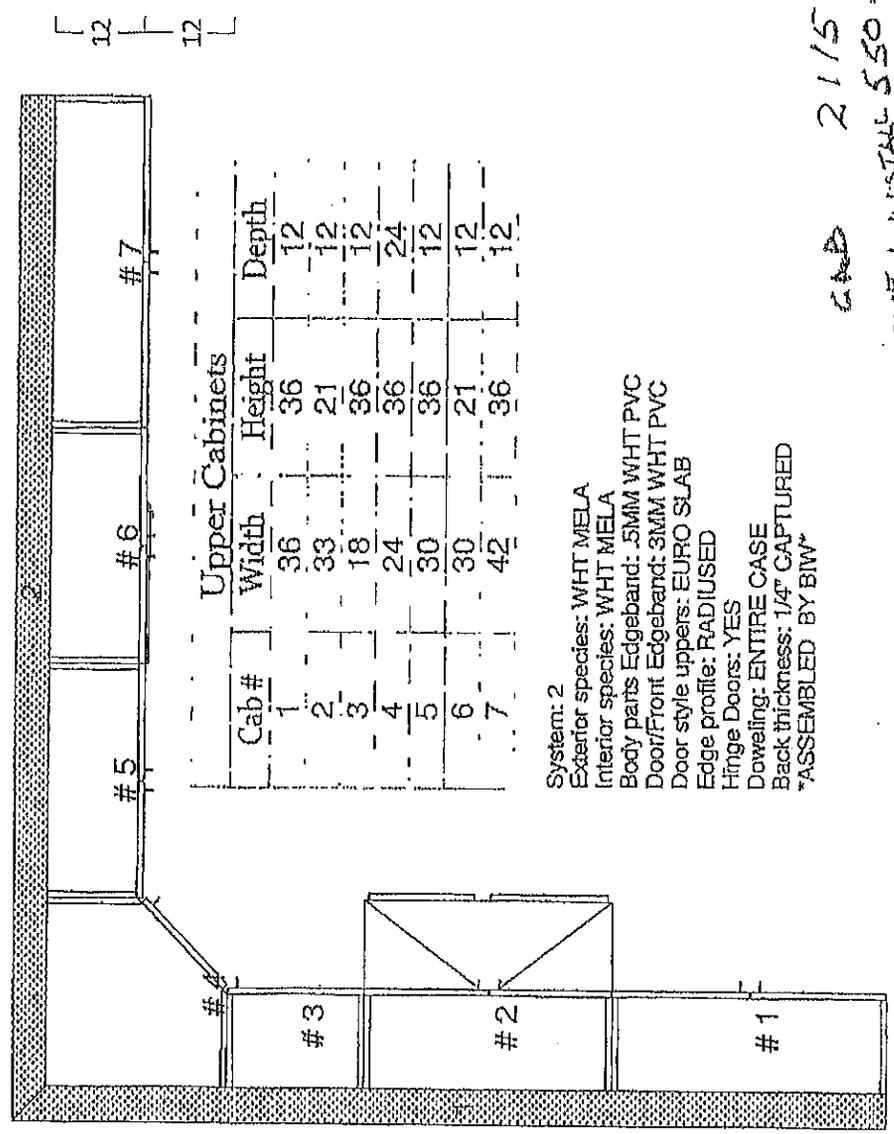
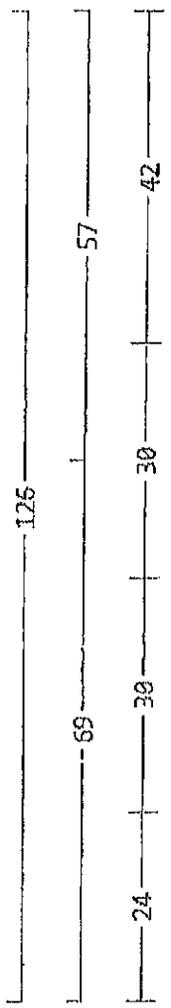
SUB TOTAL	TAX	DELIVERY	DISCOUNT	TOTAL
2,850.00	195.94			3,045.94

WE WILL MATCH ANY PRICE
THANK YOU FOR YOUR BUSINESS

T H A N K Y O U

WE WILL BEAT ANY PRICE

WE HAVE FACTORY AUTHORIZED SERVICE TECHNICIANS
HOME SOLUTIONS SUPPORTS THE SURROUNDING COMMUNITIES



Upper Cabinets			
Cab #	Width	Height	Depth
1	36	36	12
2	33	21	12
3	18	36	12
4	24	36	24
5	30	36	12
6	30	21	12
7	42	36	12

System: 2
 Exterior species: WHT MELA
 Interior species: WHT MELA
 Body parts Edgeband: .5MM WHT PVC
 Door/Front Edgeband: 3MM WHT PVC
 Door style uppers: EUJRO SLAB
 Edge profile: RADIUSED
 Hinge Doors: YES
 Doweling: ENTIRE CASE
 Back thickness: 1/4" CAPTURED
 ASSEMBLED BY BIW

CAB 2115.00
 REMOVE + INSTALL 550.00
 2665.00

12 12

Client: Mayer Lbr- Uppers	Designer: JG	Date 06/03/16
Job #: 71226	KITCHEN UPPER PLAN	
		SHEET 1 OF 3

Design Cabinets & Closets Inc.

430 Shimuncor St.,
 Mayer, MN 55360
 952-657-1147 phone/fax
 designcab430@gmail.com

NAME / ADDRESS

City of Mayer
 413 Bluejay Ave.
 Mayer, MN 55360

Estimate

DATE	ESTIMATE #
7/8/2015	1443

REP	PROJECT	Accept

DESCRIPTION	QTY	COST	TOTAL
REFACE UPPER CABINETS WITH NEW DOORS & HINGES (ANY KNOBS OR PULLS EXTRA)		1,279.70	1,279.70
NEW Pantry Cabinet ADDED TO LEFT WALL TO MATCH NEW		785.85	785.85

TOTAL	\$2,065.55
--------------	-------------------

By signing the above estimate and a 15% deposit you have contracted Design Cabinets & Closets Inc. to perform the work on this estimate sheet. Balance is due upon completion.

Your business and your relationship is very important to us.
 Thank you very much!

SIGNATURE _____

Design Cabinets & Closets Inc.

430 Shimmcor St.,
 Mayer, MN 55360
 952-657-1147 phone/fax
 designcab430@gmail.com

NAME / ADDRESS

City of Mayer
 413 Bluejay Ave.
 Mayer, MN 55360

Estimate

DATE	ESTIMATE #
7/8/2015	1444

REP	PROJECT	Accept

DESCRIPTION	QTY	COST	TOTAL
NEW UPPER CABINETS TO REPLACE OLD, REMOVE OLD & INSTALL NEW BY US ALL PLASTIC LAMINATE CABINETS, WHITE INTERIORS, CITY OF MOUND TO KEEP OLD CABINETS & DO AS THEY WANT. (ANY KNOBS OR PULLS EXTRA)		2,837.50	2,837.50
NEW PANTRY CABINET (ANY KNOBS OR PULLS EXTRA)		785.85	785.85

MAYER

TOTAL	\$3,623.35
--------------	-------------------

By signing the above estimate and a 15% deposit you have contracted Design Cabinets & Closets Inc. to perform the work on this estimate sheet. Balance is due upon completion.

Your business and your relationship is very important to us.
 Thank you very much!

SIGNATURE _____

Lois Maetzold

From: Charles Leuthner [avcabinets@frontiernet.net]
Sent: Friday, August 14, 2015 7:53 AM
To: City of Mayer
Subject: Kitchen Cabinets Attention Louis
Attachments: Proposal1.pdf; ShopDraw1.pdf

Hi Louis,
See attached pricing and drawings for new upper cabinets. Doors are plastic laminate with thick edge banding, very durable.
Thanks
Charlie

P R O P O S A L

Artistic Visions Cabinetry
 620 Shimmcor Street
 Mayer, MN 55360
 avcabinets@frontiernet.net
 952-657-1600
 952-657-2547 (Fax)
 612-719-4437 (Cellular)
 Charlie Leuthner (Contact)

Contractor:

Customer: City of Mayer
 413 Blue Jay Ave
 Mayer, MN 55360
 952-657-1502
 mayermn@frontiernet.net (Fa

We propose to perform the following work in accordance with the drawings and specifications submitted and completed in a workmanlike manner according to our standard building practices. Cabinet door and drawer handles (nobs) not included in this contract. Cabinets are delivered unfinished and ready to be site finished (unless finishing listed as sub total at end of bid) for the sum listed below as "BID TOTAL" with payment to be made as follows:
 50% DOWN PAYMENT UPON STARTUP AND 50% UPON DELIVERY OF CABINETS
 Installing "ROOM" trim not included in this contract NOT INCLUDED.

Room Name: Kitchen Cabinets

Door Style: SLAB/PLAM
 Upper Door Style: SLAB/PLAM
 Exterior Material: PLAM/PLAM
 Interior Material: PLAM/WHT-MEL

Items	Quantity		Price
Upper	42.61	square feet	1000.83
Pantry	23.5	square feet	745.93
Upper Filler	0.49	square feet	21.70
Adjustable Shelves	19		209.00
Doors	14		1922.56
Finished Ends	42.22	square feet	116.10
Stainless steel legs	4		75.00
Attach to concrete wall	5		375.00
Cabinet Corner	1		61.88
Room Total:			\$ 4528.00



Paint - Proposal

11775 95th Ave North | Maple Grove, MN 55369
Phone (763) 478-3232 | Fax (763) 496-0910

Customer Name:

City Of Mayer
413 Blue Jay Ave
Mayer, MN

Job Information:

413 Blue Jay Ave
Mayer, MN 55360
Luayn Ruch-Hammond
(952) 657-1502
cityadmin@frontiernet.net

Estimate Notes

Work not expressly mentioned in the proposal is excluded from bid.

Level	Location	Description of Work	Notes	Net Price
	Kitchen	Enamel - upper cabinet	Includes interiors	\$1,378.40
	Kitchen	Set-up/clean-up	Prep tile walls	
Total base bid prices [Excludes T&M items]				\$1,378.40
Total Time and Materials Items				\$0.00
Total of all options				\$0.00
Total of Base + T&M + Options				\$1,378.40

Options are denoted by asterisks and italicized.
This proposal is good for 60 days.

Respectfully submitted by,

Jerry Decker
Sales Representative
jerry@brushmasters.com
(763) 898-0346

Signature

Date

Print Name



Paint - Proposal

11775 95th Ave North | Maple Grove, MN 55369
Phone (763) 478-3232 | Fax (763) 496-0910

General Terms

Payment: ½ down upon acceptance of proposal; balance due upon completion. Unless other contractor specific terms have been agreed upon with Brush Masters.

Please sign and return this proposal in order to schedule the job. Colors will need to be decided 72 hours before prime to color coat is applied.

Brush Masters will provide the following as part of our quality control process:

- Internal Brush Masters personnel inspection and customer inspection to be done at project completion. After this inspection work will be considered complete.
- Any repair work after this time will be considered service work and billed at an hourly rate. This includes year end punch list items.

Paint
Unless otherwise specified standard products and finishes include Sherwin Williams products and the following finishes: walls = flat, woodwork = satin, ceilings = flat, exterior = flat or satin, color selections = first two rows of color deck i.e. light colors.
Lead management, containing, cleaning and documentation are subject to additional costs.
Stained or clear coated finishes to receive 1 stain coat (if applicable), 1 coat sealer, light sand, single oil based coat of varnish.

Drywall
½ sheetrock on walls, 5/8" on ceilings
Standard wall finish is level four.
Standard ceiling finish is textured or level five smooth.

LIEN NOTICE
A) 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.

B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEN 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 MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE

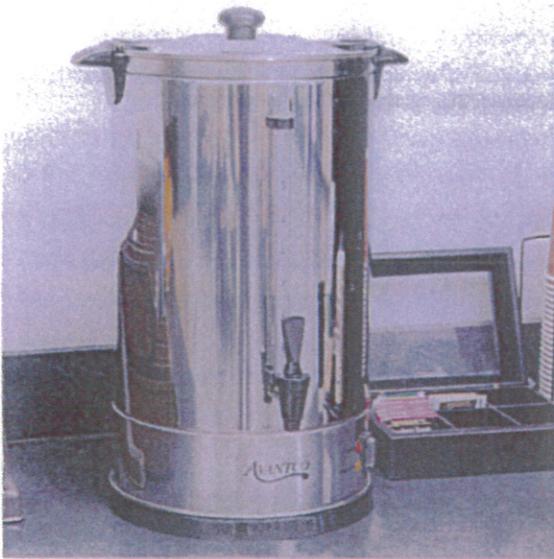
By accepting this proposal, you also agree to the attached terms and guidelines.

Credit Card - DEPOSITS
If a credit card deposit is requested to be returned and that request is approved, it will be paid less credit card/processing fees.

WebstaurantStore

<http://www.gotowebstore.com/177CU110>

Item #: 177CU110



Buy 1 or more

\$68.99

Overall User Rating

from **43** reviews



- ✓ Brews (110) 3.5 oz. cups
- ✓ Plastic cool-touch handles
- ✓ Double wall stainless steel structure
- ✓ Auto-shutoff switch to prevent overheating
- ✓ Brews 1 cup per minute
- ✓ 120V, 1650W

400010662791

New

Shipping:

Usually Ships in 1 Business Day

[When will I receive my item?](#)

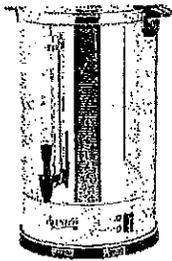
UPC Code:

Condition:



[View All Items](#)

Brew, hold, and serve high volumes of coffee with the Avantco CU110



This 110 cup stainless steel coffee urn is a magnificent addition to any church, office, catered event, or any other application where there's a need to quickly make a lot of coffee. It keeps coffee at ideal serving temperatures at all times and includes an auto shutoff function that prevents the unit from overheating. These features combine with 1650W of heating power and a variety of other benefits to guarantee clean, safe, and efficient operation.

CE Listed

This item complies with the standards imposed by the Conformance European (CE), a division of the Intertek group.

5-15P

This unit comes with a NEMA 5-15P plug.



"We have had the urn for several years now and it works great. It is easy to use and clean and works quickly. The spout is well placed and has yet to leak. Overall great buy!"

Sleek, Easy-to-Clean Design

A double wall stainless steel construction with stainless steel components make this durable unit a seamless addition to any coffee station, while a removable lid, brew basket, and stem help make cleaning a breeze.

Safe and Secure Transportation

A locking lid helps prevent spills during movement, and cool-touch handles protect hands from burns when the unit is hot.

Simple Lighted Control

Simple on / off toggle switch is encased for protection against spills and splashes, while indicator lights show when the unit's brewing or warming.

Easy Monitoring

A convenient sight glass shows how much coffee is left so you never run out unexpectedly.

Item #: 41045100 MFR #: 45100



Each Only

\$93.58

To see our price

Add to cart or [login](#).

(You can remove it at any time.)

[Why do we do this?](#)

Overall User Rating

from **9 reviews**



- ✓ Brews (100) 5 oz. cups
- ✓ Cool touch handles
- ✓ Locking lid
- ✓ One-hand serving
- ✓ Ready-to-serve indicator light
- ✓ Tall base fits large 12 oz. cups
- ✓ Brews one cup per minute
- ✓ 120V

10022333451004

New

Shipping:

Usually Ships in 1 Business Day

[When will I receive my item?](#)

UPC Code:

Condition:



[View All Items](#)

SPECS

Width

11 7/10 Inches

Hertz	60
Phase	1
Voltage	120
Brewer Type	Urn
Capacity	100 Cups
Color	Silver
Features	Sight Gauge
Insulated	No
Material	Aluminum
Power Type	Electric
Style	Single
Type	Coffee Urns

Details

Bring quality coffee production to your catered event, shop, office, school, and more with the Proctor Silex 45100 100 cup coffee urn! Able to quickly brew one cup per minute, this brushed aluminum urn from Proctor Silex boasts one-handed serving that is great for busy operations - simply press your mug against the unit's lever and watch the coffee flow!

The unit's gentle warming heat keeps coffee at ideal serving temperatures, while the ready-to-serve lights and level indicators make operation a breeze. For maximum convenience, a locking lid and cool-touch handles make this urn easy to transport between events or around your establishment. The Proctor Silex 45100 coffee urn requires a 120V electrical connection for operation.

Overall Dimensions:

Width: 11 7/10"

Depth: 12 3/5"

Height: 23 1/2"



5-15P

This unit comes with a NEMA 5-15P plug.

LOOKING FOR REPLACEMENTS?

View replacements or accessories for this item

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2 Door Bulletin Boards

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Aarco 2 Door Enclosed Alum Framed
Sold By: globalindustrial.com
Item #: T9FB290430

Not Yet Rated



\$594.00

Aarco 2 Door Enclosed Alum Framed
Sold By: globalindustrial.com
Item #: T9FB290431

Not Yet Rated



\$584.00

Aarco 2 Door Enclosed Alum Framed
Sold By: globalindustrial.com
Item #: T9FB290452

Not Yet Rated



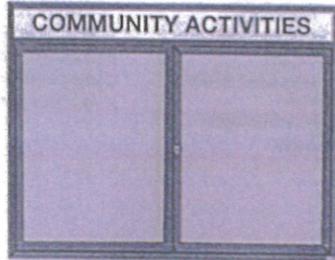
\$974.00

Aarco 3 Door Enclosed Alum Framed
Sold By: globalindustrial.com
Item #: T9FB290280

Not Yet Rated



\$1,258.00



Aarco 2 Door Enclosed Alum Framed Bulletin Board w/ Header Black Pc - 48"W x 36"H

Item #: T9FB290430

Sold By: globalindustrial.com

Usually ships in 21 to 24 days

0 reviews | [Write a review](#)

Price: \$594.00

[Calculate Shipping](#)

Frequently Purchased Together



Ghent® Bulletin Board One Door - 24"W X 36"H

\$159.95



Ghent® Outdoor Enclosed Satin Bulletin Board - 96"W x 96"H

\$600.00



96" Rectangular Expanded Metal Picnic Table Blue

\$635.95

Product Information

Product Q&A

Accessories

Aarco 2 Door Enclosed Alum Framed Bulletin Board w/ Header Black Pc - 48"W x 36"H

Outdoor Enclosed Aluminum Frame Bulletin Boards with a Black Powder Coated Finish, are made of custom extruded parts engineered to provide accurate, durable and handsome cabinets. The unit is vented for moisture reduction and the rear panel is weatherized. All corners are neatly mitered and assembled with heavy duty reinforcements and fasteners. Lockable doors are mounted with a full length piano hinge and feature acrylic safety glass windows and a thick rubber door seal. The background is a tackable Burlap Weave Vinyl panel. Concealed mounting brackets are provided. Headers are standard white opaque acrylic lettered with durable optional black cut vinyl letters. For custom message, please call to specify order at no extra charge. Standard Type face is Clear Gothic. 48"W x 36"H. This is a 2 Door unit.

ALL ORDERS REQUIRING CUSTOMIZATION MUST SPECIFY WORDING AND DETAILS UPON ORDERING. THIS WILL DELAY YOUR ORDER IF IT IS NOT SPECIFIED.

Product Specifications

WIDTH INCHES	48
HEIGHT INCHES	36
COLOR FINISH	Burlap
ASSEMBLY	Assembled
BRAND	Aarco
DESCRIPTION	Outdoor Enclosed I
DOOR QUANTITY	2
FRAME COLOR	Black
FRAME CONSTRUCTION	Aluminum
MANUFACTURERS PART NUMBER	ODCC3848RHBK
PACKAGE QUANTITY	1
STYLE	Vinyl Board
SUGGESTED USE	Outdoor
TYPE	With Header
SURFACE MATERIAL	Vinyl
INTERIOR DEPTH INCHES	3/4
BOARD TYPE	Enclosed Board
DOOR TYPE	Hinged
EXTERIOR DEPTH INCHES	2

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First Name _____
 Zip Code _____

GLOBAL INDUSTRIAL WINNER OF
2014 STANDARD OF EXCELLENCE AWARD
 THE WEB MARKETING ASSOCIATION



SEARCH RESULTS [Back](#)

Aarco 2 Door Enclosed Alum Framed
 Sold By: globalindustrial.com
 Item #: T9FB290430

Not Yet Rated



\$594.00

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Aarco 2 Door Enclosed Alum Framed
 Sold By: globalindustrial.com
 Item #: T9FB290431

Not Yet Rated



\$584.00



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Aarco 2 Door Enclosed Alum Framed
 Sold By: globalindustrial.com
 Item #: T9FB290452

Not Yet Rated



\$974.00

Aarco 3 Door Enclosed Alum Framed
 Sold By: globalindustrial.com
 Item #: T9FB290280

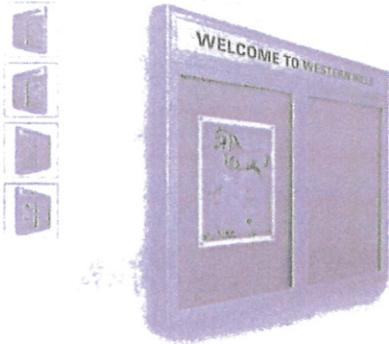
Not Yet Rated



\$1,258.00

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Rollover image to zoom in

See all 33 items in product family

Balt® Outdoor Headline Bulletin Board Cabinet, 2-Door 60"W x 36"H, Silver Trim, Gray

Item #: T9FB537870

Sold By: globalindustrial.com

Usually ships in 20 to 23 days

0 reviews | Write a review

List Price: ~~\$1,045.48~~ Save up to 49%

Price: \$535.95

Calculate Shipping

Quantity:

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Customers Who Viewed This Also Viewed

- Jayhawk Plastics Medium Message Center, Recycled
- Poly Products Large Message Center - 2 Sided/2 Posts, Green
- Ghent® 2 Door Enclosed Vinyl Bulletin Board, Stone w/Silver

Frequently Purchased Together

- Ghent® Bulletin Board One Door - 24"W X 36"H \$159.95
- Ghent® Outdoor Enclosed Satin Bulletin Board - 96"W x \$600.00
- Jayhawk Plastics Medium Message Center, Recycled Not Yet Rated \$513.00

Product Information | Photo/Video Gallery | Product Q&A | Accessories

Balt® Outdoor Headline Bulletin Board Cabinet, 2-Door 3'Hx5'W, Silver Trim, Gray

Heavy duty trim in satin or coffee aluminum frames a 2" internal depth. Locking hinged doors protect items on display and prevent tampering. Available in natural cork or vinyl back panel. Rubber-Tak available at an up charge. Call for details. Includes 6" headline panel available with customized text. Call for details. Cabinet should be mounted beneath overhang or in semi-enclosed space. Interior lights available. One light per two linear feet recommended. Made in the USA. TAA compliant.

Product Specifications

WIDTH INCHES	60
HEIGHT INCHES	36
COLOR FINISH	Gray
BRAND	Balt®
DESCRIPTION	Outdoor Enclosed Bulletin Board
DOOR QUANTITY	2
FRAME COLOR	Silver
FRAME CONSTRUCTION	Aluminum
MANUFACTURERS PART NUMBER	94PSE-OH-44
STYLE	Vinyl Board
SUGGESTED USE	Outdoor
TYPE	With Header
DOOR TYPE	Hinged
BOARD TYPE	Enclosed Board
SURFACE MATERIAL	Vinyl

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QUICK ORDER

Qty. Item #

Qty. Item #

Qty. Item #

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: August 8, 2016
Item Name: Property Owner at 14067 62nd Street
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

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

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

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

Property owner at 14067 62nd Street Dan Lipe has decided to not hook into the City's sewer system.

City Council had instructed staff to contact all other property owners along 62nd Street to find out if they wanted to hook into the system. Now that Lipe's are not hooking into the sanitary system does the Council still want Staff to contact the other property owners?

Staff is requesting direction on the notification of the property owners on 62nd Street about sanitary sewer hook up to the City.

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

Meeting Date: August 8, 2016
Item Name: Performance Review Forms
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 attached performance review forms for the City of Mayer employees.

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

City Staff had presented several forms for consideration in changing of the performance review forms. Council instructed staff to find forms that included short term, long term goals and an employee self evaluation form.

Staff is requesting Council input on the forms. If Council wants to use these forms then a motion approving the forms would be in order.

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

Approved _____ **Denied** _____ **Tabled** _____ **Other** _____

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

CITY OF MAYER PERFORMANCE APPRAISAL

Name: _____	Date of Employment: _____
Title: _____	Current Rate: _____
Department: _____	_____
Date of Appraisal: _____	Date of Last Review: _____

Instructions: Carefully evaluate employee's work performance in relation to current job requirements. Check rating box to indicate the employee's performance. Indicate N/A if not applicable. Evaluation will be averaged for an overall performance rating.

DEFINITION OF PERFORMANCE RATINGS

- E – Exceeds Expectations** Performance is consistently better than expected and results significantly exceed the requirements of the position. A very high degree of reliability and confidence can be placed in the employee's work.
- M – Meets Expectations** Performance consistently meets, and sometimes exceeds, the requirements of the position. The employee consistently produces satisfactory results.
- S – Meets Some Expectations** Performance meets some of the requirements of the positions, but not all. Further development and/or performance improvement is needed within expectation areas.
- D – Does Not Meet Expectations** Performance in expectation areas is below acceptable levels. Improvement is required within a specified time frame. No step increase should be granted to individuals with this rating.

GENERAL FACTORS	RATING	SUPPORTIVE DETAILS OR COMMENTS
1. Quality – The extent to which an employee's work is accurate, thorough, neat and reflects an organized approach to completion.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> S <input type="checkbox"/> D	
2. Productivity – The extent to which an employee produces a significant volume of work efficiently in a specified period of time.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> S <input type="checkbox"/> D	
3. Job Knowledge – The extent to which an employee possesses the practical/technical knowledge required on the job.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> S <input type="checkbox"/> D	
4. Reliability – The extent to which an employee can be relied upon regarding task completion and follow up.	<input type="checkbox"/> E <input type="checkbox"/> M <input type="checkbox"/> S <input type="checkbox"/> D	

5. Availability – The extent to which an employee is punctual, observes prescribed work break/ meal periods and has an acceptable overall attendance record.	E M S D		
6. Adaptability – The extent to which an employee is flexible and adapts to change willingly.	E M S D		
7. Independence – The extent to which an employee performs work with little or no supervision.	E M S D		
8. Creativity – The extent to which an employee proposes ideas, finds new and better ways of doing things.	E M S D		
9. Initiative – The extent to which an employee seeks out new assignments and assumes additional duties when necessary.	E M S D		
10. Adherence to Policy – The extent to which an employee follows safety and conduct rules, other regulations and adheres to City policies.	E M S D		
11. Interpersonal Relationships – The extent to which an employee is willing and demonstrates the ability to cooperate, work & communicate with co-workers, supervisors, subordinates, and/or public or customer contacts.	E M S D		
12. Judgment – The extent to which an employee demonstrates proper judgment and decision making skills when necessary.	E M S D		

1. **Accomplishments or new abilities demonstrated since last review:**

2. **Specific areas of improvement needed:**

3. **Recommendations for professional development (seminars, training, schooling, etc.):**

COMMENTS:

Recommended Short Term and Long Term Goals

Short term Goals

1. _____

2. _____

3. _____

Long Term Goals

1. _____

2. _____

3. _____

Employee's overall performance in comparison to position duties and responsibilities:

Exceeds Expectations Evaluated by: _____

Meets Expectations Title: _____

Meets Some Expectations

Does Not Meet Expectations Approved by: _____

Title: _____

Employee: _____
(Employee's signature indicates he/she has reviewed the appraisal, as well as the job description.)

CITY OF MAYER
Employee Self Evaluation

Employee Name: _____

The purpose of this form is to facilitate communication between City of Mayer management and employees. The City of Mayer recognizes that the performance review process will be most effective if it is a mutual evaluation with the exchange of ideas and suggestions; and through this process the abilities of the employee and the operation of the organization will have been enhanced. This is the ultimate objective of the employer/employee evaluation process. The City of Mayer recognizes that the employee is part of a team and the ability of the employee to meet goals established by the City for the individuals in each position is also dependent upon the availability of other staff time, talents and resources. Therefore, just as the employer intends to document the performance of the employee, the employer also wishes to provide a formal opportunity for the employee to document employer related factors impacting their performance.

Finally, it should be noted that the real value of the appraisal process comes in the form of the dialogue. The evaluation documents are intended not only to serve as a record of the analyses, but more importantly to kindly discussion between employer and employee.

Please make your responses to the following questions as complete as possible and attach additional pages as necessary. Also feel free to provide any additional information that you feel is not adequately addressed in the form and ask any questions that you need answers to. We encourage you to be candid and open in this process. The City's objective is to help you identify the goals that will help you to succeed in your career and for us to provide you with a clear understanding of the resources and other commitments that the City will provide to assist you.

1. I perceive my overall job performance over the past year as follows:

COMMENTS: _____

2. The greatest improvements in my performance have been made in the following areas, and/or my greatest accomplishments have been as follows:

COMMENTS: _____

3. Factors that hindered my performance (constraints, problems, obstacles):

COMMENTS: _____

4. What do you feel are your primary contributions to the City of Mayer:

COMMENTS: _____

5. What do you feel are your job related strengths:

COMMENTS: _____

6. My coworkers help in my job performance by:

COMMENTS: _____

7. It would help my performance if my supervisor(s) would make the following changes:

COMMENTS: _____

8. This employee review process could be improved by doing the following:

COMMENTS: _____

9. I submit the following additional comments for consideration at my review:

COMMENTS: _____

FYI

July 25, 2016

Mayor Chris Capaul
City of Mayer
413 Bluejay Ave.
Mayer, MN 55369

Dear Mayor Capaul:

Please, be advised that effective September 1st, 2016, NU-Telecom will be adding the following channels to its existing Channel Lineup:

Channel Name	Channel No:	Package
Catholic TV	21	NU – Basic
Fido TV	154	NU –Variety
RFD HD	988	HD –Variety

These changes are not cost affecting.

Should the City have any questions concerning this notice, please contact me at (507) 233-4169. Thank you.

Sincerely,



Kathy Lund
Regulatory & Administrative Manager

/gpt

Cologne, Mayer, New Germany & Plato Service Lineup

WatchTVEverywhere

FREE! On the go - on any device with an Internet connection.

Internet & Digital TV Bundles

Choose the High-speed Internet & Digital TV to fit your needs.

Variety Bundle

55Mbps Variety Bundle	\$147.90
25Mbps Variety Bundle	\$132.90
15Mbps Variety Bundle	\$112.90
7Mbps Variety Bundle	\$97.90

Entertainment Bundle

55Mbps Entertainment Bundle	\$141.90
25Mbps Entertainment Bundle	\$126.90
15Mbps Entertainment Bundle	\$106.90
7Mbps Entertainment Bundle	\$91.90

Basic Bundle

55Mbps Basic Bundle	\$98.90
25Mbps Basic Bundle	\$83.90
15Mbps Basic Bundle	\$63.90
7Mbps Basic Bundle	\$48.90



Bundle & Save

Save 10% each month on TechTrends Wireless when you bundle with Digital TV and Internet!

NU-Basic - \$22.95 a month - 41 channels - 29 SD & 12 HD

SD	HD						
49	Antenna TV	50	Heroes & Icons	2	902	KTCA/tpt - PBS	19
17	C-Span	15	949 HSN	47		Me-TV	20
22	Catholic TV	11	911 KARE 11 - NBC	10		Public Access	6
42	Decades	12	KEYC - CBS	14	948	QVC	4
16	Educational Access	9	909 KMSP - FOX	24		TBN	13
23	EWTN	41	995 KPXM - ION	3		The Wall	8
48	Get TV	45	913 KSTC - IND	46		This TV	
		5	905 KSTP - ABC	18	903	tpt Life	
							tpt Minnesota
							tpt Weather
							TV Guide Network
							904 WCCO - CBS
							908 WFTC - MY29
							906 WUCW - CW

NU-Entertainment - \$68.95 a month (includes NU-Basic) - 192 channels - 131 SD & 61 HD

SD	HD						
139	939 A&E	151	951 E! Entertainment TV	141	941	History	153
138	973 AMC	30	930 ESPN	143	943	HLN	134
126	926 Animal Planet	31	931 ESPN2	163	963	Investigation Discovery	210
	919 AXS TV	168	968 Food Network	122	922	Lifetime	156
28	928 Big Ten Network	147	947 Fox Business	270	970	LMN	159
161	961 Bravo	146	946 Fox News	145	945	MSNBC	133
124	924 Cartoon Network	29	929 Fox Sports North	150	960	MTV	137
148	958 CMT	120	980 Freeform	167	967	NASA TV	
144	944 CNBC	218	918 FS1	155	955	National Geographic	132
142	942 CNN	115	FSN Plus	128	990	NBC Sports	
152	952 Comedy Central	135	996 FX	123	923	Nickelodeon	149
127	927 Discovery Channel	212	991 FXX	164		OWN	157
121	982 Disney Channel	165	GSN	160		Oxygen	70
158	983 Disney Junior	140	920 HDNet Movies	162	962	Science	
			940 HGTV	136	950	Spike	
							953 Syfy
							934 TBS
							Telemundo
							The Weather Channel
							959 TLC
							933 TNT
							TV Land
							914 Universal HD
							932 USA
							915 Velocity
							956 VH1
							957 WE tv
							WGN

NU-Music

829	MC 70's	811	MC Gospel	806	MC MV Rap	819	MC Soft Rock
828	MC 80's	805	MC Hip-Hop & R&B	822	MC Party Favorites	830	MC Solid Gold Oldies
827	MC 90's	807	MC Hip-Hop Classics	831	MC Pop & Country	841	MC Sounds of the Seasons
816	MC Adult Alternative	801	MC Hit List	821	MC Pop Hits	843	MC Soundscapes
815	MC Alternative	804	MC Indie	836	MC Pop Latino	842	MC Stage & Screen
846	MC Blues	845	MC Jazz	809	MC R&B Classics	823	MC Teen Beats
834	MC Classic Country	824	MC Kidz Only	810	MC R&B Soul	808	MC Throwback Jamz
818	MC Classic Rock	850	MC Light Classical	812	MC Reggae	832	MC Today's Country
849	MC Classical Masterpieces	820	MC Love Songs	813	MC Rock	825	MC Toddler Tunes
835	MC Contemporary Christian	802	MC Max	817	MC Rock Hits	839	MC Tropicales
833	MC Country Hits	814	MC Metal	840	MC Romances	826	MC Y2K
803	MC Dance/EDM	838	MC Mexicana	847	MC Singers & Swing	800	Music Choice Play
848	MC Easy Listening	837	MC Musica Urbana	844	MC Smooth Jazz		

RedZone - \$49.95 - billed once annually with any Digital TV package.

36 | 936 NFL RedZone



- All programming and prices are subject to change.
- Taxes and other mandated service charges are not included in the prices.
- HD (HD) included with Standard Definition (SD) simulcasts.
- SD & HD Anywhere equipment rental charges may apply.
- Digital video pricing includes 1st box. Additional boxes \$2 each.

NU-Variety - \$78.95 a month (includes NU-Basic, NU-Music and NU-Entertainment) - 259 channels - 179 SD & 80 HD

SD	HD		203	993	Discovery Family	240	976	Hallmark Movies & Mysteries	200	Nick Jr.
226	994	American Heroes	169		Discovery Life				202	Nick2
214	954	BBC America	125	984	Disney XD	25		Hope	205	Nicktoons Network
223		C-Span 2	209	969	DIY Network	225	971	IFC	235	Pursuit
236		C-Span 3	34	986	ESPNU	241		Inspiration	222	Réelz Channel
272	972	C&I	208		Esquire	274		Military History	224	988 RFD TV
233		Centric	154		Fido	227		MTV 2	77	977 SEC
219		Chiller	280	998	Fuse	230		MTV Hits	78	SEC Alternate
220		Cloot	242		Fusion	228		MTV Jams	234	Sundance Channel
231		CMT Pure Country	237	937	FX Movie	229		MTV Tr3s	201	TeenNick
221		CNBC World	215	917	FYI	211		mun2	232	VH1 Classic
206	966	Destination America	238	938	Hallmark Channel	213	925	Nat Geo Wild	216	916 Viceland
207		Discovery en Espanol				35	935	NFL Network		

DVR

DVR	\$12.95	Additional DVR	\$8.95	HD & DVR Bundle	\$19.95
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Premium Channels

NU-Premium - \$51.95 save \$21.85

HBO/Cinemax - \$30.95 save \$5.95

Cinemax - \$16.95

555	@Max
556	5StarMax
552	ActionMax
550	Cinemax
551	MoreMax
557	OuterMax
553	ThrillerMax
554	WMax

HBO - \$19.95

500	HBO
505	HBO (W)
509	HBO Comedy
510	HBO Comedy (W)
503	HBO Family
508	HBO Family (W)
504	HBO Latino
502	HBO Signature
507	HBO Signature (W)
511	HBO Zone
501	HBO2
506	HBO2 (W)

Showtime

652	FLIX
654	FLIX (W)
600	Showtime
605	Showtime (W)
601	Showtime 2
606	Showtime 2 (W)
604	Showtime Beyond
603	Showtime Extreme
608	Showtime Extreme (W)
611	Showtime Family Zone
610	Showtime HD
612	Showtime Next
602	Showtime Showcase
607	Showtime Showcase (W)
613	Showtime Women
650	660 TMC
653	TMC (W)
651	TMC Extra

Starz/Encore

750	760	Encore
752		Encore (W)
757		Encore Action
756		Encore Black
753		Encore Classic
758		Encore Family
755		Encore Suspense
754		Encore Westerns
700		Starz
751		Starz (W)
703		Starz Cinema
705		Starz Comedy
704		Starz Edge
710		Starz HD
701		Starz in Black
702		Starz Kids & Family

Internet

55Mbps Internet	\$79.95	25Mbps Internet	\$64.95	15Mbps Internet	\$44.95	7Mbps Internet	\$29.95
NU-Basic		NU-Entertainment		NU-Variety		Wi-Fi (wireless router)	\$2.95
+ 55Mbps	\$98.90	+ 55Mbps	\$141.90	+ 55Mbps	\$147.90	• 5 email addresses	
+ 25Mbps	\$83.90	+ 25Mbps	\$126.90	+ 25Mbps	\$132.90	• Email virus and spam blocker	
+ 15Mbps	\$63.90	+ 15Mbps	\$106.90	+ 15Mbps	\$112.90	• 24/7 local Internet support	
+ 7Mbps	\$48.90	+ 7Mbps	\$91.90	+ 7Mbps	\$97.90	• Monthly eNewsletter	

FYI.

CITY OF MAYER
413 BLUEJAY AVENUE
P.O. Box 102
Mayer, MN 55360
Telephone: (952) 657-1502
Fax (952) 657-1203
E-mail: cityadmin@frontiernnet.net

KEY POLICY AND AGREEMENT

DATE _____

NAME _____

ORGANIZATION _____

PROPERTY _____

I (we) understand that the key(s) must be in my possession and not be duplicated or given to any other person(s). The keys may be returned to the city at any time. The city may request the key(s) be returned at any time. The key holder must return the key(s) within 24 hours of the request or will be liable for the cost of new locks on all the doors (including the cost of changing the locks).

Any time a key is not returned/lost the key holder will be liable for the cost of new locks on all doors.

I (we) understand and agree to indemnify and hold harmless the city, the city's agents, employees, and members from and against, any claims, damages, losses, and expenses, including reasonable attorney's fees, in case of any and all actions, legal or otherwise, against the city arising out of the use of the property. I (we) understand that this means that if the city is sued by any party or person that claims that the city is liable because of this agreement for any reason, I (we) agree to provide a defense for the city against any such lawsuit, and agrees to pay for the city's attorney fees if such a lawsuit is brought. If any court would find that the city is liable to any other party for any reason which results from this agreement to the me (us), I (we) agree to pay the costs of the city's liability to the third person that brought the suit. This protection for the city extends to the city's agents, people that work for the city, and members of the city.

I (we) agree to follow any and all rental policies.

City of Mayer Date

Key holder/Organization Date