



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 11, 2017
6:30 PM**

AGENDA

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
 - A. Minutes
 1. November 27, 2017 Personnel Committee Meeting Minutes
 2. November 27, 2017 City Council Meeting Minutes
 3. November 27, 2017 City Council Workshop Meeting Minutes
 4. November 28, 2017 City Council Budget Workshop Meeting Minutes
 5. December 4, 2017 Personnel Committee Meeting Minutes
 - B. Claims
 - C. Reports
 1. Fire Department Report
 2. Administrators Report
 3. Engineering Report
 - D. City Engineer
 1. Letter of Reduction of Surety – Hidden Creek 7th Creek Addition
- 6. Public Hearing – Truth in Taxation**
- 7. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 - A. Administrative
 1. Approval of General Fund Budget for 2018 – Resolution 12-11-17-39
 2. Approval of Final Levy for 2018 – Resolution 12-11-17-40
 3. Approval of Enterprise Budget
 4. Approval of Water and Sewer Rates for 2018 – Resolution 12-11-17-41
 5. RPF – City Attorney
 6. Ehlers – Proposal for Investments
 7. Approval of Auditor Fees for 2017 Audit with Abdo, Eick and Meyer
 8. Election Polling Location Designation – Resolution – Resolution 12-11-17-42

9. Contract for Planning Services – 2018

B. Fire Department

1. Appointment Process - Update
2. Officer Appointments for 2018
3. Appointment of Daniel Lee to the Mayer Fire Department – Resolution 12-11-17-43

C. Public Works

1. Make Up Air Unit Replacement For Clarifier Building at WWTP

8. City Council Reports

9. Other Business

10. Upcoming Meetings & Events

11. For Your Information

12. Adjournment

**CITY OF MAYER
PERSONNEL
MONDAY, NOVEMBER 27, 2017 @ 8:00 A.M.
CITY HALL COUNCIL CHAMBERS**

AGENDA

1. Open Meeting

The meeting was opened at 8:00 a.m. Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

2. Minutes

No Minutes.

3. Business

A. Performance Reviews of Employees

Dodge stated that employee reviews need to be completed by the end of the year. He wondered if McCallum would be able to perform the reviews since she has only been with the City for about three months. He stated that she may have to do the reviews with the best information available.

Boder agreed.

McCallum agreed that she would be ok doing the reviews for this year for the Public Works Employees and the Deputy Clerk.

Dodge suggested including a personal development section to the review to help set goals for development in the position.

B. Personnel Policy –Benefits

McCallum provided some information on a new Health Savings Account, High-Deductible Plan for the full-time employees. She said the current structure of allocating a set amount to cover premiums per month doesn't allow full utilization of the budgeted dollars. She suggested that the City consider changing to a different plan with covering a percentage of the premium, instead of a predetermined flat amount.

McCallum explained that the change would not cost the City any more money, but that it would better cover employees in general by reallocating dollars differently.

The Personnel Committee suggested bringing the discussion to Council.

Dodge said that the Personnel Committee would continue to look at a benefit package next year that is more comprehensive.

C. Personnel Committee Communication

Dodge asked how the Personnel Committee could communicate in a way that discussion items by the Committee are relayed to the Council.

McCallum said that she could do minutes for the City Council packets.

D. Offensive Behavior Training

Dodge asked if staff could look into some Offensive Behavior Training for the staff to take. He informed that the City Attorney does training, but that the League of Minnesota Cities may offer some courses as well.

McCallum said she could look into it.

E. Fire Department Structure (Added)

Dodge suggested that the Committee gather additional information on the structure of the Fire Department and how positions were being filled. He said that he had recently come across an article by the League of Minnesota Cities that suggested that cities go away from the election method to a selection method to protect against liability.

Dodge suggested that Fire Chief and Assistant Fire Chief stay the same into next year until a policy change is made to ensure that the Fire Department is transitioning into a selection method.

4. Adjournment

The meeting was adjourned at 9:05 a.m.

MAYER CITY COUNCIL MEETING MINUTES – NOVEMBER 27, 2017

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

PRESENT: Mayor Dodge, Council Members Butterfield and Boder

ABSENT: Council Members McNeilly and Stieve-McPadden

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz and Ivan Raconteur

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member Boder to approve the agenda with the removal of 6A2 Make-Up Air Replacement for Clarifier Building at WWTF and the addition of 6A3 Comprehensive Plan Proposal, 6A4 Fire Chief and Assistant Fire Chief Appointments for 2018, and 6A5 2018 Health Benefits for City Employees. Motion Carried 3/0.

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

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

1. Approve Minutes of the September 12, 2017 Park Board Meeting.
2. Approve Minutes of the October 10, 2017 Park Board Meeting.
3. Approve Minutes of the November 13, 2017 Regular Council Meeting.
4. Approve Claims for the Month of November 2017.
5. Acknowledge Sheriff's Report for the Month Ending October 2017.
6. Acknowledge Fire Chief's Report for the Month Ending October 2017.
7. Acknowledge City Administrator's for the Month Ending October 2017.
8. Acknowledge Public Works Report for the Month Ending October 2017.
9. Acknowledge City Engineer's Report for Activities between September 9, 2017 and October 20, 2017.

6. REPORTS AND RECOMMENDATIONS

A. CITY ADMINISTRATOR

1. **Approve Resolution 11-27-17-38 Authorizing Assessment of Unpaid Utility Bills** – Staff requested authorization certify to the County Auditor for the inclusion on the 2018 tax statements, those bills which remain unpaid as of November 24, 2017. A MOTION was made by Council Member Boder and seconded by Council Member Butterfield Authorizing City Administrator McCallum Assessment of Unpaid Utility Bills for 2018 Taxes. Motion carried 3/0.
3. **Approve Engineering 2018 Comprehensive Plan Proposal** – Bolton & Menk requested approval of the 2018 Comprehensive Plan. The Comprehensive Plan consists of a fee estimate for the sanitary sewer, water supply, transportation, and storm water management portions of the City's 2018 Comprehensive Plan. A MOTION to Approve Bolton & Menk's 2018 Comprehensive Plan in the Amount of \$33,300 was made by Council Member Boder and seconded by Council Member Butterfield. Motion carried 3/0.

4. **Discussion on Fire Chief and Assistant Fire Chief Appointments** – Mayor Dodge elaborated on the City’s current policy. He stated that the Fire Chief and Assistant Fire Chief are elected by their peers; members of the Mayer Fire Department. Mayor Dodge proposed the City move away from elected appointments and move toward a Personnel Committee that can make recommendations for Fire Chief and Assistant Fire Chief and to extend appointments for 2017 into 2018 as discussion continues. A MOTION to extend the Fire Chief and Assistant Fire Chief 2017 appointments into 2018 until a new policy can be put in place was made by Mayor Dodge and seconded by Council Member Boder. Motion carried 3/0.
5. **Discussion on Employee Health Benefits for 2018** – Tabled

B. CITY ENGINEER

1. **Approve Final Payment Application for the Wetland Restoration Project** – A MOTION to Approve Final Payment to Schneider Excavating and Grading Inc. for the Wetland Restoration Project in the Amount of \$10,683.62 was made by Council Member Boder and seconded by Council Member Butterfield. Motion carried 3/0

COUNCIL REPORTS

- Council Member Butterfield reported that Susan Parrish, Director of Alumni Relations at MLHS is willing to participate in joint cooperation’s for next year’s Rising Community Festival and MLHS events communication.

OTHER BUSINESS

- None

ADJOURN

There being no further business, a MOTION was made by Council Member Butterfield and seconded by Council Member Boder to adjourn the meeting at 7:05 p.m. Motion Carried 3/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – NOVEMBER 27, 2017

Call Work Session to order at 7:06 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Boder and Butterfield

ABSENT: Council Members McNeilly and Stieve-McPadden

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wacholz, Jack Fay

1. **Discussion on Investments:** Jack Fay, of Ehlers Investment Partners, gave a presentation to the Council on ways EIP can assist the City of Mayer with broker/bank transactions. As an advisor, EIP can shift burden off staff to manage investments, handle reporting to governing bodies, and manage relationships with bankers and brokers. Mr. Fay explained that with multiple investors he often sees some repetitiveness of services, where EIP can offer all services and eliminate repetitiveness. Council thinks the City should move forward and asked Mr. Fay to present a proposal for future consideration.
2. **Discussion on Request for City Attorney RFP Document:** Staff presented Council with a City Attorney RFP document. After some discussion, Council asked Staff to make additional changes to the language of the RFP document on page 5, page 7, and page 11 and present it for approval at the December 11, 2018, Regular Council Meeting.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:29 p.m.

Attest: _____
Janell Gildemeister, Deputy City Clerk

Mike Dodge, Mayor

MAYER CITY COUNCIL WORK SESSION MINUTES – NOVEMBER 28, 2017

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

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

ABSENT: None.

STAFF: City Administrator McCallum, Public Works, Kuntz.

ALSO PRESENT: None.

- 1. Discussion on 2018 General Fund Budget:** City Administrator, McCallum presented the amended 2018 budget to the Council for review. After some discussion, the council agreed to some minor expenditure changes reducing the budget further by about \$20,000.00.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:50 p.m.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister

**CITY OF MAYER
PERSONNEL
MONDAY, DECEMBER 4, 2017 @ 8:00 A.M.
CITY HALL COUNCIL CHAMBERS**

AGENDA

1. Open Meeting

The meeting was opened at 8:05 a.m. Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

Also present was Rod Maetzold, Fire Chief.

2. Minutes

November 27, 2017 Personnel Meeting Minutes. Minutes were approved by the committee as is.

3. Business

A. Offensive Behavior Training –

1. LMC – Course: Preventing Harassment, Promoting Respect – Online
2. City Attorney Law Firm – Offensive Behavior Training – On Site

McCallum informed that she researched two organizations that would be able to do some sort of Offensive Behavior Training. She highlighted that one course is an online course through the League of Minnesota Cities called “Preventing Harassment, Promoting Respect. She also said that there was an onsite visit that could be done by the City Attorney to teach staff on the topic.

Dodge recommended that McCallum look to see if the League of Minnesota Cities offers group rates. He also suggested doing staff and the Fire Department first, followed by the Council and Commissions.

Boder suggested looking at the Minnesota Safety Council as well.

4. Fire Department Appointment Process – Update

Dodge informed that after the latest interview process for two lieutenant positions, he felt better about the selection process for positions on the fire department. Dodge asked if the Chief and Assistant Chief positions are done the same.

Maeztold stated that all positions on the fire department are treated the same in the selection process and that the process changed about 8 years ago. He said that there haven't been interviews for positions in a few years because they hadn't received more than one application for a position until this year. He said that interviews go to the personnel committee and then goes to Council for final approval.

Dodge recommended that the Personnel Committee recommend to Council that the Fire Department proceed as normal with the selection process. He said that the Personnel Committee would continue to look at the City's policies to make sure that they are in line with the City's goals.

Boder said that the City should look into an appointment process in the future for Fire Department positions.

5. Adjournment

The meeting was adjourned at 9:09 a.m.

***Claim Register©**

12/11/17PAY

December 2017

Claim Type	Direct				
Claim#	11812 ADP, LLC	Ck# 004731E	12/4/2017		
Cash Payment	E 100-41300-300 Professional Svcs	PROCESSING CHARGES FOR PR 25			\$31.38
	Invoice 504342696				
Cash Payment	E 100-41400-300 Professional Svcs	PROCESSING CHARGES FOR PR 25			\$26.36
	Invoice 504342696				
Cash Payment	E 100-43100-300 Professional Svcs	PROCESSING CHARGES FOR PR 25			\$31.38
	Invoice 504342696				
Cash Payment	E 620-49440-300 Professional Svcs	PROCESSING CHARGES FOR PR 25			\$33.89
	Invoice 504342696				
Cash Payment	E 640-49490-300 Professional Svcs	PROCESSING CHARGES FOR PR 25			\$33.88
	Invoice 504342696				
Transaction Date	12/4/2017	Security Bank	10100	Total	\$156.89

Claim Type	Direct				
Claim#	11829 AEM FINANCIAL SOLUTIONS LLC				
Cash Payment	E 100-41000-301 Auditing and Acct g Serv	ACCOUNTING SUPPORT			\$1,364.00
	Invoice 391850				
Transaction Date	12/5/2017	Security Bank	10100	Total	\$1,364.00

Claim Type	Direct				
Claim#	11839 ALEX AIR APPARATUS, INC.				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	COMPRESSOR AIR QUALITY TEST & SERVICE			\$730.00
	Invoice 34813				
Transaction Date	12/7/2017	Security Bank	10100	Total	\$730.00

Claim Type	Direct				
Claim#	11803 BANYON DATA SYSTEMS				
Cash Payment	E 100-41940-300 Professional Svcs	FUND ACCOUNTING			\$795.00
	Invoice 156725				
Cash Payment	E 100-41940-300 Professional Svcs	PAYROLL			\$795.00
	Invoice 156725				
Transaction Date	11/28/2017	Security Bank	10100	Total	\$1,590.00

Claim Type	Direct				
Claim#	11827 CENTERPOINT ENERGY				
Cash Payment	E 100-42280-383 Gas Utilities	FD			\$271.68
	Invoice				
Transaction Date	12/5/2017	Security Bank	10100	Total	\$271.68

Claim Type	Direct				
Claim#	11823 CENTERPOINT ENERGY	Ck# 004733E	12/28/2017		
Cash Payment	E 640-49480-383 Gas Utilities	WWTF			\$468.43
	Invoice				
Transaction Date	12/5/2017	Security Bank	10100	Total	\$468.43

Claim Type	Direct				
Claim#	11824 CENTERPOINT ENERGY	Ck# 004734E	12/28/2017		
Cash Payment	E 620-49410-383 Gas Utilities	WTP			\$35.24
	Invoice				
Transaction Date	12/5/2017	Security Bank	10100	Total	\$35.24

Claim Type	Direct				
Claim#	11825 CENTERPOINT ENERGY	Ck# 004735E	12/28/2017		

***Claim Register©**

12/11/17PAY

December 2017

Cash Payment	E 100-43700-383 Gas Utilites	P/W		\$106.86
Invoice				
Transaction Date	12/5/2017	Security Bank	10100	Total \$106.86
Claim Type	Direct			
Claim#	11826 CENTERPOINT ENERGY	Ck# 004736E	12/28/2017	
Cash Payment	E 100-41940-383 Gas Utilites	CITY HALL		\$603.01
Invoice				
Transaction Date	12/5/2017	Security Bank	10100	Total \$603.01
Claim Type	Direct			
Claim#	11814 DAWN CLEMENSEN			
Cash Payment	E 100-41940-300 Professional Svcs	CUSTODIAL SERVICES FOR NOV 17		\$375.00
Invoice 12-1-2017				
Transaction Date	12/4/2017	Security Bank	10100	Total \$375.00
Claim Type	Direct			
Claim#	11831 EMERGENCY MEDICAL PRODUCT			
Cash Payment	E 100-42260-400 Repairs & Maint Cont	CARDIAC AED & ADULT DEFIBILLATION ELECTRODES		\$402.94
Invoice 1947977				
Transaction Date	12/5/2017	Security Bank	10100	Total \$402.94
Claim Type	Direct			
Claim#	11816 EROSION PRODUCTS LLC			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	20 8" SOLID DRAIN TILE		\$40.00
Invoice 4697				
Transaction Date	12/4/2017	Security Bank	10100	Total \$40.00
Claim Type	Direct			
Claim#	11833 FREMONT INDUSTRIES, INC			
Cash Payment	E 640-49480-216 Chemicals and Chem Prod	COAGULANT FOR WWTF		\$1,134.00
Invoice 2017-12636-00				
Transaction Date	12/5/2017	Security Bank	10100	Total \$1,134.00
Claim Type	Direct			
Claim#	11797 FRONTIER			
Cash Payment	E 100-41000-321 Telephone	CITY HALL		\$647.40
Invoice				
Cash Payment	E 100-43700-321 Telephone	INTERNET FOR P/W		\$121.23
Invoice				
Transaction Date	11/28/2017	Security Bank	10100	Total \$768.63
Claim Type	Direct			
Claim#	11795 FRONTIER	Ck# 004728E	12/11/2017	
Cash Payment	E 640-49480-321 Telephone	WWTF		\$137.70
Invoice				
Transaction Date	11/27/2017	Security Bank	10100	Total \$137.70
Claim Type	Direct			
Claim#	11796 FRONTIER	Ck# 004729E	12/18/2017	
Cash Payment	E 620-49410-321 Telephone	WTP		\$79.68
Invoice				
Transaction Date	11/28/2017	Security Bank	10100	Total \$79.68

***Claim Register©**

12/11/17PAY

December 2017

Cash Payment	E 100-45000-500 Capital Outlay (GENERAL)	RAWL WEDGE,PRCUSSION BIT, BULK SHARPIES		\$44.46
	Invoice 150422			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	TARP STRAPS,BOLTS/NUT		\$15.66
	Invoice 150445			
Cash Payment	E 100-42280-400 Repairs & Maint Cont	TARP, CASE H2O		\$94.48
	Invoice 150556			
Cash Payment	E 100-43100-210 Operating Supplies	WINTER INSL GLOVE		\$11.99
	Invoice 150845			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	BRUSH CHIPPER RENTAL		\$70.00
	Invoice 151039			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	8GAL TRASH BAGS		\$3.49
	Invoice 151063			
Cash Payment	E 100-42200-200 Office Supplies	FD COPIER		\$527.36
	Invoice 151092			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	A19 & LED LIGHT BULBS		\$40.97
	Invoice 151149			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	100PC BLK CABLE TIES,20A OUTLET		\$21.94
	Invoice 151378			
Cash Payment	E 640-49480-404 Repairs/Maint Machinery/E	8X150 BRAID TUBE		\$16.50
	Invoice 151380			
Transaction Date	12/5/2017	Security Bank	10100	Total \$846.85
Claim Type	Direct			
Claim#	11815	METRO WEST INSPECTION SERVI		
Cash Payment	E 100-42400-300 Professional Srvs	FINALED PERMITS FOR NOV 2017		\$3,235.22
	Invoice 1298			
Transaction Date	12/4/2017	Security Bank	10100	Total \$3,235.22
Claim Type	Direct			
Claim#	11809	MN DEPT OF HEALTH		
Cash Payment	E 100-45000-430 Miscellaneous (GENERAL)	2018 OSH CONCESSIONS RENEWAL FEE		\$290.00
	Invoice			
Cash Payment	E 620-49420-430 Miscellaneous (GENERAL)	4TH QTR COMMUNITY WATER SUPPLY SERVICE CONNECTION FEE		\$1,343.00
	Invoice			
Transaction Date	12/1/2017	Security Bank	10100	Total \$1,633.00
Claim Type	Direct			
Claim#	11836	MUNICIPAL DEVELOPMENT GROU		
Cash Payment	E 100-41940-300 Professional Srvs	PLANNING AND ZONNING SERVICE		\$314.24
	Invoice MAY120217			
Transaction Date	12/6/2017	Security Bank	10100	Total \$314.24
Claim Type	Direct			
Claim#	11802	MUNICIPAL EMERGENCY SERVIC		
Cash Payment	E 100-42260-400 Repairs & Maint Cont	FD ADAPTOR		\$26.39
	Invoice IN1140573			
Transaction Date	11/28/2017	Security Bank	10100	Total \$26.39
Claim Type	Direct			
Claim#	11799	PEAK HEATING AND COOLING		
Cash Payment	E 100-41940-400 Repairs & Maint Cont	2017 MID SEASON FILTER CHANGE COMM CTR		\$132.50
	Invoice 14493			

***Claim Register©**

12/11/17PAY

December 2017

Transaction Date		Security Bank	10100	Total	\$132.50
Claim Type	Direct				
Claim#	11838 UTILITY CONSULTANTS, INC.				
Cash Payment	E 640-49480-385 Testing and Lab Services	SAMPLES WWTF			\$1,128.40
	Invoice 96735				
Cash Payment	E 620-49440-215 Samples	SAMPLE & TOWER SAMPLE			\$120.00
	Invoice 96734				
Transaction Date	12/7/2017	Security Bank	10100	Total	\$1,248.40
Claim Type	Direct				
Claim#	11820 VERIZON WIRELESS				
Cash Payment	E 640-49480-321 Telephone	CITY ON CALL PHONE			\$14.16
	Invoice 9796739512				
Cash Payment	E 620-49410-321 Telephone	CITY ON CALL PHONE			\$14.16
	Invoice 9796739512				
Cash Payment	E 100-43100-321 Telephone	CITY ON CALL PHONE			\$14.16
	Invoice 9796739512				
Transaction Date	12/4/2017	Security Bank	10100	Total	\$42.48
Claim Type	Direct				
Claim#	11794 VERIZON WIRELESS	Ck# 004727E 12/8/2017			
Cash Payment	E 640-49470-321 Telephone	OSH AUTO DIALER			\$14.58
	Invoice 9796257291				
Transaction Date	11/27/2017	Security Bank	10100	Total	\$14.58
Claim Type	Direct				
Claim#	11798 VERIZON WIRELESS	Ck# 004730E 12/15/2017			
Cash Payment	E 100-42280-321 Telephone	TABLET			\$40.01
	Invoice 9796655551				
Cash Payment	E 100-42280-321 Telephone	CELL PHONE			\$1.22
	Invoice 9796655551				
Transaction Date	11/28/2017	Security Bank	10100	Total	\$41.23
Claim Type	Direct				
Claim#	11817 WM MUELLER & SONS INC				
Cash Payment	E 100-43100-400 Repairs & Maint Cont	BITUMINOUS PATCHING MEADOW PKWY & BIRCH DR			\$910.00
	Invoice 17-399				
Transaction Date	12/4/2017	Security Bank	10100	Total	\$910.00
Claim Type	Direct				
Claim#	11792 XCEL ENERGY	Ck# 004725E 12/4/2017			
Cash Payment	E 100-43160-381 Electric Utilities	CITY STREET LIGHTS			\$1,720.39
	Invoice 568279717				
Transaction Date	11/27/2017	Security Bank	10100	Total	\$1,720.39
Claim Type	Direct				
Claim#	11793 XCEL ENERGY	Ck# 004726E 12/15/2017			
Cash Payment	E 640-49480-381 Electric Utilities	WWTF			\$2,141.97
	Invoice 570082219				
Cash Payment	E 100-42280-381 Electric Utilities	FD			\$122.43
	Invoice 570082219				
Cash Payment	E 620-49410-381 Electric Utilities	WELL #2			\$570.04
	Invoice 570082219				

*Claim Register©

12/11/17PAY

December 2017

Cash Payment	E 100-41940-381 Electric Utilities	CITY HALL		\$537.86
	Invoice 570082219			
Cash Payment	E 640-49470-381 Electric Utilities	OSH LIFT		\$403.16
	Invoice 570082219			
Cash Payment	E 620-49410-381 Electric Utilities	TOWER		\$121.16
	Invoice 570082219			
Cash Payment	E 100-43700-381 Electric Utilities	P/W		\$85.24
	Invoice 570082219			
Cash Payment	E 620-49410-381 Electric Utilities	WTP		\$973.12
	Invoice 570082219			
Cash Payment	E 640-49470-381 Electric Utilities	RED BARN LIFT		\$27.38
	Invoice 570082219			
Cash Payment	E 100-45000-381 Electric Utilities	CONCESSIONS		\$10.97
	Invoice 570082219			
Cash Payment	E 100-43160-381 Electric Utilities	ASH AVE STREET LIGHTS		\$13.85
	Invoice 570082219			
Transaction Date	11/27/2017	Security Bank	10100	Total \$5,007.18

Pre-Written Checks	\$8,371.19
Checks to be Generated by the Compute	\$27,292.15
Total	\$35,663.34

COUNCIL APPROVAL - SIGNATURES/INITIALS _____

Date: December 6, 2017

TO: MAYER CITY COUNCIL/CONTRACTING TOWNSHIPS
FROM: MAYER FIRE DEPARTMENT, ROD MAETZOLD – FIRE CHIEF

SUBJECT: FIRE REPORT FOR MONTH ENDING – 11/30/17

TOWNSHIP CALLS:

				<u>MAN HOURS</u>
11/02/17	1654	Watertown	Shed fire, 10389 Baker Ave SW	34
11/08/17	0255	Hollywood	Shed Fire, 14915 Co Rd 20	32
11/09/17	1247	Hollywood	Medical, 14730 58 th St	10
11/11/17	1248	Hollywood	LP Tank Venting, 14610 58 th St	13
11/21/17	1844	Watertown	Possible Fire in Basement, 5815 Co Rd 23	19

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
11/19/17	1224	Medical, 1185 Hidden Creek Blvd	17
11/20/17	0233	Medical, 419 Bluejay Ave	15
11/25/17	1349	Mutual Aid Cologne, Benton TWP Barn Fire, 11070 134 th St	50
11/27/17	1646	Possible Fire, 1535 Hidden Trail	15
11/27/17	1733	Medical, 1162 Hidden Creek Blvd	14
11/28/17	1612	Mutual Aid NYA, Grass Fire, 16135 Co Rd 34	28

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 11/30/17

11/06/17	Regular Meeting
11/13/17	Group Training – Ropes & Radio
11/20/17	Training - EMR
11/27/17	Officers Meeting; Interview prospective new firefighter

Administrator's Report

Mayor Dodge and Council,

Trailer blocking neighborhood access on CSAH 30 – After several people contacting the County, it looks as though the trailer has been moved.

Website – Pictures Needed!!

Just a reminder again!!! I need pictures of Mayer!! So if you have any great pictures, or know anyone that does, it would be great to use them! I'm a bit behind on the website because I don't have enough pictures...

Abdo, Eick & Meyer – Abdo, Eick and Meyer will be out at City Hall on December 4, 2017 for a preliminary audit for 2017.

Meeting with MNDOT – I will be meeting with MnDOT next week to discuss some concerns in the community with regards to the crosswalk across 25 and the speed limit. In addition, we will be discussing the future improvements to 25 and getting community involvement.

Glass at City Hall – I am working with the glass company to get a new quote on the glass at City Hall.

Budget – After the budget workshop meeting on November 28, I have made the requested changes. The final budget information will go to you for review and finalization at the December 11, 2017 meeting.

Truth in Taxation – Just a reminder that the Truth in Taxation will be held in conjunction with the regular meeting on December 11.

Cell phones for staff – I have been working on getting a work phone for myself. It has been a little more challenging than I thought because we are a government entity and there are different "rules". I keep getting shifted between people. I will hopefully get it resolved soon.

Movie!!! The Park Commission will be hosting an indoor movie event at the Community Center on December 17, 2017 at 2:00 p.m. It would be great to see you there!! The movie will be Muppets Christmas Carol!!

Sincerely,
Maggie McCallum



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

MEMORANDUM

Date: December 6, 2017
To: Mayer City Council
From: David Martini
Subject: Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk has worked on since October 20th, 2017:

Miscellaneous Engineering

Miscellaneous engineering included the following:

- Attendance at the October 23rd Council Meeting
- Reviewing Sprint plans for upgrades at the water tower
- Reviewing drainage issues for Mayer Lutheran High School
- Reviewing grading issues in Sunset Meadows
- Attendance at a coordination meeting with City Staff and the CCWMO

Hidden Creek 7th

Time was spent reviewing the project for acceptance, reviewing a request for a letter of credit reduction, reviewing site conditions, and gathering record drawing information.

Cold Water Crossing 7th (Pass Thru)

Time was spent reviewing letter of credit reduction requests, construction observation, reviewing site condition, gathering record drawing information, and punch list items.



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December 5, 2017

City of Mayer
Attn: Maggie McCallum
413 Bluejay Avenue
Mayer, MN 55360

RE: Hidden Creek 7th
Project Acceptance

Dear Maggie:

Section 4.08 of the Development Agreement for Hidden Creek 7th states, among other things, that:

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

At this time, all improvements, with the exception of the bituminous wear, on-going site maintenance, and various punch list items have been substantially completed. Based on our inspection of the improvements, we recommend that the City accept the completed improvements at its City Council Meeting on December 11, 2017 so that the warranty period can begin. Upon completion, a separate resolution will be needed to accept the bituminous wear.

It is also recommended that the City reduce the letter of credit to **\$88,334**:

- Retained amount of 5% for complete improvements - \$29,718
- 125% of remaining work - \$58,666
 - On-going erosion and sediment control - \$10,000
 - Bituminous Wear Course (includes adjusting castings and valves) - \$36,933

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

Sincerely,

Bolton & Menk, Inc.

David P. Martini, P.E.
Principal Engineer



Request for Council Action Memorandum

Item: Truth in Taxation Hearing

Meeting Date: December 11, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

No action required.

Details:

The residents of the City of Mayer were mailed tax parcel specific notices in November with the City of Mayer's information about when the City would be holding the Truth in Taxation Hearing.

The City Council set the date to December 11, 2017 as part of the City's regular meeting.

The purpose of the hearing is to enhance public participation in the process and to educate the public on how property taxes are calculated.

Attachments:

Powerpoint presentation.



Request for Council Action Memorandum

Item: General Fund Budget 2018

Meeting Date: December 11, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To approve the General Fund for 2018.

Details:

This is the proposed General Fund Budget for the City of Mayer for the tax collection year of 2018. Staff has made some adjustments to the budget since the preliminary budget passage in September.

General Narrative on Budgets

City Council- The City Council budget was increased by \$1,260.00 to cover payroll from their budget. In 2017, we outsourced our payroll.

City Administrator/Deputy Clerk – The Administrative Clerk Position was eliminated and thus wages and benefits for 2018 will go down compared to the preliminary budget. Payroll costs were added. In 2018, there is a slight increase for training and education.

Elections – It is an election year so election judge pay is shown for 2018.

Planning and Zoning – There is a one-time jump for the Professional Services in 2018 related to the state mandated Comprehensive Plan. The Engineering Comprehensive Plan is estimated at \$33,300.00. There are also additional fees for the City Planner to finish the Comprehensive Plan.

City Administration – Some increases in City Administration include \$1,300.00 for the cost of newsletter inserts in with the utility billing (bimonthly). In addition, there is a general increase to insurance and a three-year \$3,000.00 budget item for the new City website. There is also a proposed Job Description and Wage Administrative study that is proposed in 2018.

Assessment Services – There is a slight increase in contract services from the County for assessment services from \$12,500.00 to \$13,500.00.

Police Contract – In 2016-2017, there was discussion about the use of overtime for additional hours. The City had budgeted additional funds for additional hours. The City has since decided to

not add extra hours, and therefore the budget will go back to the contracted price with a little extra. In 2017, the police budget was \$118,903.00. For 2018, it will be \$100,000.00.

Fire Department – There is a slight increase in the Fire Department budget. The City approved a Pension Benefit Contribution increase in the amount of \$3,800.00 for 2018. In addition, the City increased the Capital Outlay of the Department from \$85,000.00 to \$100,000.00. This money is proposed to be spent on the replacement of turnout gear.

Building Inspection – Due to an increase in housing and improvements, the City expects additional payment for City Building Inspection. Please note that this money comes from the building permit fees.

Community Center- Staff is proposing an increase in the Community Center Maintenance and Capital Outlay to reinvest in the Community Center. Staff is proposing some changes in 2018, including the installation of new carpet, new folding chairs, safety glass, and new audio/visual equipment.

Streets – Overall, streets will see a decrease, only because the wages for the Public Works Department will now be shared with Parks and Recreation. There is an increase to replace some tools and the additional of payroll charges. In 2018, the City Engineer will be performing a pavement study. Capital Outlay projects will include \$30,000.00 for seal coating and \$25,000 to replace the skid loader.

Storm Drainage – As a one-time project, the City will be dredging a pond in 2018 in the amount of \$7,500.00. This is a maintenance item.

Street Lighting – This item has gone up because of new houses and developments coming in with new street lights. It is also based on historical data.

Building Maintenance – This budget will see an overall decrease of about \$12,000.00.

Park and Recreation – This budget will see an increase due to changes in where wages and benefits are reported for the Public Works Department. This budget will take on 25% of wages and benefits for this Department. This also accounts for a seasonal employee that can be hired for 11 weeks during the summer for \$11.00 per hour at 30 hours per week. The Capital Outlay line item was also increased by about \$10,000.00 due to upcoming projects in the Capital Improvement Plan.

EDA – The EDA is proposing a slight increase of \$3,500.00 for a community video in 2018.

Compost – The compost budget has gone up from \$3,287.00 to \$5,390.00 for weed management.

Final Budget Amount

With the changes that were made after the passage of the preliminary budget, the final General Budget amount is 1,580,683.97. That is \$30,352.75 less than the preliminary budget.

General Fund	Preliminary Levy	Proposed Levy
General government	\$384,712.81	\$384,305.85
Public Safety	\$343,032.00	\$316,932.00
Public Works Streets	\$262,309.91	\$226,577.06
Parks and Recreation	\$100,100.00	\$134,487.06
Compost	\$5,390.00	\$5,390.00
Operating EDA	\$4,550.00	\$8,050.00
Total General Fund	\$1,100,094.72	\$1,075,741.97
Debt		
Fire Station	\$8,308.00	\$8,308.00
GO Bonds 2014A	\$150,664.00	\$150,664.00
GO Bonds 2015A	\$48,221.00	\$48,221.00
Fire Truck	\$21,749.00	\$32,062.60
GO Bonds 2007A	\$282,000.00	\$282,000.00
Total Debt	\$510,942.00	\$510,942.00
Total Expenditures	\$1,611,036.72	1,586,683.97

Using the above general fund expenditures of \$1,075,741.97 and revenues of \$313,296.00 for Local Government Aid and miscellaneous revenues of \$281,515.00 for a total of \$594,811.00 in revenues minus total expenditures to get a general fund levy of \$480,930.97.

The total levy would be \$480,930.97 for the General fund and \$510,952.00 for Debt payments.

	Preliminary Levy	Proposed Levy
General Fund Levy	\$505,284.00	\$480,931.00
Total Debt	\$510,942.00	\$510,942.00
Total Levy	\$1,016,226.00	\$991,873.00

The City originally certified to the County \$1,016,226.00 as the preliminary levy for a tax rate of 52.0%. Using the updated certification amount of \$985,873.00 the tax rate would be 50.12%. The difference in City taxes on the two rates would be 1.88% lower for the year.

Levy	\$1,016,226.00	Levy	\$991,873.00
House Value	\$220,000.00	House Value	\$220,000.00
Class Rate	1%	Class Rate	1%

Tax Capacity	\$2,200.00	Tax Capacity	\$2,200.00
Tax Rate	0.520	Tax Rate	0.505
City Tax	\$1,144.00	City Tax	\$1,111.00

Attachments:

2018 Final Budget

Resolution 12-11-17-39

General Fund EXP 2018

Current Period: October 2017

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
FUND 100 GENERAL FUND				
Dept 41000 General Government				
E 100-41000-200 Office Supplies	\$3,903.76	\$3,000.00	\$3,200.90	\$3,000.00
E 100-41000-208 Training and Instruction	\$0.00	\$0.00	\$26.64	\$0.00
E 100-41000-300 Professional Svcs	\$20.00	\$0.00	\$0.00	\$0.00
E 100-41000-301 Auditing and Acct g Services	\$30,519.94	\$30,000.00	\$17,978.00	\$36,000.00
E 100-41000-303 Engineering Fees	\$12,330.50	\$15,000.00	\$22,323.00	\$15,000.00
E 100-41000-304 Legal Fees	\$99,773.31	\$10,000.00	\$91,331.60	\$10,000.00
E 100-41000-315 ACH Processing Fees	\$57.00	\$0.00	\$103.63	\$0.00
E 100-41000-321 Telephone	\$2,449.90	\$3,000.00	\$4,103.91	\$3,000.00
E 100-41000-322 Postage	\$1,107.99	\$1,500.00	\$1,110.78	\$1,500.00
E 100-41000-331 Travel Expenses	\$101.52	\$0.00	\$0.00	\$0.00
E 100-41000-340 Advertising	\$1,004.50	\$900.00	\$2,078.35	\$900.00
E 100-41000-350 Print/Binding	\$190.61	\$0.00	\$65.07	\$1,300.00
E 100-41000-351 Legal Notices Publishing	\$2,272.35	\$1,000.00	\$1,981.53	\$1,000.00
E 100-41000-355 Gopher State Locates	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41000-360 Insurance (GENERAL)	\$14,686.00	\$14,000.00	\$10,750.44	\$15,500.00
E 100-41000-430 Miscellaneous (GENERAL)	\$56.88	\$0.00	-\$295.00	\$6,000.00
E 100-41000-432 Uncollectable Checks	\$214.39	\$0.00	\$15.74	\$0.00
E 100-41000-433 Dues and Subscriptions	\$2,327.00	\$2,200.00	\$118.99	\$2,200.00
E 100-41000-490 Donations to Civic Org s	\$1,500.00	\$0.00	\$2,000.00	\$0.00
E 100-41000-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41000-620 Fiscal Agent s Fees	\$0.00	\$900.00	\$450.00	\$900.00
E 100-41000-700 Transfers (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41000-810 Refunds/Reimbursements	\$0.00	\$0.00	\$198.34	\$0.00
Dept 41000 General Government	\$172,515.65	\$81,500.00	\$157,541.92	\$96,300.00
Dept 41100 Council Wages				
E 100-41100-100 Wages and Salaries	\$12,460.00	\$14,000.00	\$7,070.00	\$14,000.00
E 100-41100-180 Employee Withholdings	\$953.25	\$1,071.00	\$509.87	\$1,071.00
E 100-41100-208 Training and Instruction	\$35.00	\$1,000.00	\$30.00	\$1,000.00
E 100-41100-300 Professional Svcs	\$630.00	\$540.00	\$315.00	\$1,800.00
E 100-41100-331 Travel Expenses	\$97.20	\$500.00	\$26.48	\$500.00
Dept 41100 Council Wages	\$14,175.45	\$17,111.00	\$7,951.35	\$18,371.00
Dept 41300 Administrator				
E 100-41300-100 Wages and Salaries	\$80,320.20	\$82,528.75	\$90,468.17	\$77,050.00
E 100-41300-120 Employer Contrib Ret	\$5,996.64	\$6,198.00	\$2,788.38	\$5,778.75
E 100-41300-131 Employer Paid Health	\$6,100.00	\$7,200.00	\$3,000.00	\$9,600.00
E 100-41300-133 Employer Paid Dental	\$515.20	\$518.40	\$233.50	\$560.40
E 100-41300-134 Employer Paid Life	\$41.40	\$41.40	\$17.25	\$54.84
E 100-41300-180 Employee Withholdings	\$6,116.50	\$6,315.00	\$5,338.05	\$5,894.25
E 100-41300-208 Training and Instruction	\$163.20	\$1,000.00	\$0.00	\$1,500.00
E 100-41300-300 Professional Svcs	\$0.00	\$0.00	\$37.76	\$1,500.00
E 100-41300-331 Travel Expenses	\$559.67	\$750.00	\$319.07	\$1,000.00
Dept 41300 Administrator	\$99,812.81	\$104,551.55	\$102,202.18	\$102,938.24
Dept 41330 Boards and Commissions				
E 100-41330-430 Miscellaneous (GENERAL)	\$1,896.00	\$1,440.00	\$25.68	\$1,440.00
Dept 41330 Boards and Commissions	\$1,896.00	\$1,440.00	\$25.68	\$1,440.00
Dept 41400 City Clerk/Deputy				
E 100-41400-100 Wages and Salaries	\$11,375.53	\$13,680.00	\$11,375.51	\$14,437.00
E 100-41400-120 Employer Contrib Ret	\$823.38	\$1,026.00	\$759.88	\$1,082.00
E 100-41400-130 Employer Paid Ins	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41400-131 Employer Paid Health	\$1,224.00	\$2,448.00	\$1,816.25	\$3,264.00
E 100-41400-133 Employer Paid Dental	\$143.87	\$177.00	\$141.37	\$190.54
E 100-41400-134 Employer Paid Life	\$14.50	\$14.50	\$9.83	\$18.64

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
E 100-41400-180 Employee Withholdings	\$871.00	\$1,048.00	\$863.99	\$1,104.43
E 100-41400-208 Training and Instruction	\$120.00	\$1,000.00	\$175.00	\$1,000.00
E 100-41400-300 Professional Svcs	\$0.00	\$0.00	\$31.72	\$0.00
E 100-41400-331 Travel Expenses	\$68.08	\$400.00	\$133.50	\$400.00
Dept 41400 City Clerk/Deputy	\$14,637.50	\$19,793.50	\$15,307.05	\$21,496.61
Dept 41410 Elections				
E 100-41410-100 Wages and Salaries	\$1,484.41	\$0.00	\$0.00	\$1,500.00
E 100-41410-210 Operating Supplies	\$114.31	\$0.00	\$0.00	\$0.00
E 100-41410-331 Travel Expenses	\$266.11	\$0.00	\$0.00	\$0.00
E 100-41410-350 Print/Binding	\$1,020.00	\$1,050.00	\$1,020.23	\$1,050.00
E 100-41410-351 Legal Notices Publishing	\$410.40	\$0.00	\$0.00	\$0.00
E 100-41410-430 Miscellaneous (GENERAL)	\$134.54	\$0.00	\$0.00	\$0.00
Dept 41410 Elections	\$3,429.77	\$1,050.00	\$1,020.23	\$2,550.00
Dept 41550 Assessment Services				
E 100-41550-300 Professional Svcs	\$12,124.00	\$12,500.00	\$12,992.50	\$13,500.00
Dept 41550 Assessment Services	\$12,124.00	\$12,500.00	\$12,992.50	\$13,500.00
Dept 41910 Planning and Zoning				
E 100-41910-100 Wages and Salaries	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41910-110 Other Pay Boards & Commissions	\$1,230.00	\$3,110.00	\$0.00	\$3,110.00
E 100-41910-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41910-131 Employer Paid Health	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41910-180 Employee Withholdings	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41910-208 Training and Instruction	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41910-300 Professional Svcs	\$9,324.76	\$5,000.00	\$5,765.69	\$50,000.00
E 100-41910-303 Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41910-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Dept 41910 Planning and Zoning	\$10,554.76	\$8,110.00	\$5,765.69	\$53,110.00
Dept 41920 Computer				
E 100-41920-312 Software Support	\$2,599.99	\$1,600.00	\$1,134.20	\$2,000.00
E 100-41920-400 Repairs & Maint Cont	\$281.00	\$300.00	\$435.00	\$500.00
E 100-41920-500 Capital Outlay (GENERAL)	\$2,124.34	\$500.00	\$544.61	\$1,000.00
Dept 41920 Computer	\$5,005.33	\$2,400.00	\$2,113.81	\$3,500.00
Dept 41940 Community Center				
E 100-41940-100 Wages and Salaries	-\$541.00	\$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	\$4,600.00	\$8,580.00	\$4,609.00	\$6,000.00
E 100-41940-321 Telephone	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41940-381 Electric Utilities	\$8,284.66	\$7,800.00	\$6,479.85	\$8,000.00
E 100-41940-383 Gas Utilities	\$4,481.58	\$7,000.00	\$2,273.06	\$6,000.00
E 100-41940-400 Repairs & Maint Cont	\$10,899.08	\$6,000.00	\$5,938.84	\$10,000.00
E 100-41940-438 Comm Ctr Pop	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41940-500 Capital Outlay (GENERAL)	\$3,703.57	\$15,000.00	\$7,958.16	\$15,000.00
E 100-41940-720 Transfer Out	\$8,893.00	\$0.00	\$13,672.00	\$0.00
E 100-41940-810 Refunds/Reimbursements	\$0.00	\$0.00	\$150.00	\$0.00
Dept 41940 Community Center	\$40,320.89	\$44,380.00	\$41,080.91	\$45,000.00
Dept 42100 Police Contract				
E 100-42100-300 Professional Svcs	\$83,186.42	\$116,803.00	\$43,761.92	\$100,000.00
E 100-42100-430 Miscellaneous (GENERAL)	\$1,350.00	\$2,100.00	\$300.00	\$2,100.00
Dept 42100 Police Contract	\$84,536.42	\$118,903.00	\$44,061.92	\$102,100.00
Dept 42200 Fire Protection				
E 100-42200-100 Wages and Salaries	\$28,190.00	\$30,000.00	\$90.00	\$31,000.00
E 100-42200-129 PENSION EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00
E 100-42200-180 Employee Withholdings	\$2,156.59	\$2,295.00	\$6.89	\$2,325.00
E 100-42200-200 Office Supplies	\$70.00	\$200.00	\$89.87	\$200.00

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
E 100-42200-208 Training and Instruction	\$3,307.96	\$8,500.00	\$648.13	\$8,500.00
E 100-42200-230 Fire Department Explorers	\$0.00	\$500.00	\$0.00	\$500.00
E 100-42200-300 Professional Svcs	\$0.00	\$0.00	\$94.00	\$0.00
E 100-42200-305 Medical and Physicals	\$1,660.00	\$2,000.00	\$0.00	\$2,000.00
E 100-42200-322 Postage	\$231.13	\$125.00	\$0.00	\$125.00
E 100-42200-331 Travel Expenses	\$0.00	\$350.00	\$0.00	\$350.00
E 100-42200-360 Insurance (GENERAL)	\$10,149.00	\$9,000.00	\$8,452.72	\$10,000.00
E 100-42200-430 Miscellaneous (GENERAL)	\$75.00	\$125.00	\$2,232.25	\$125.00
E 100-42200-433 Dues and Subscriptions	\$925.00	\$1,000.00	\$1,127.00	\$1,000.00
E 100-42200-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 100-42200-700 Transfers (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 100-42200-720 Transfer Out	\$55,395.00	\$0.00	\$73,573.00	\$0.00
E 100-42200-810 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42200 Fire Protection	\$102,160.51	\$54,095.00	\$86,313.86	\$56,125.00
Dept 42247 WAFTA				
E 100-42247-400 Repairs & Maint Cont	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Dept 42247 WAFTA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Dept 42260 Fire Equipment				
E 100-42260-212 Motor Fuels	\$1,360.42	\$1,800.00	\$1,291.31	\$1,800.00
E 100-42260-400 Repairs & Maint Cont	\$11,157.57	\$12,000.00	\$6,393.50	\$12,000.00
E 100-42260-406 800 Mgz Radios	\$811.35	\$5,000.00	\$8,726.38	\$0.00
E 100-42260-417 Uniform Rental	\$0.00	\$0.00	\$0.00	\$0.00
E 100-42260-500 Capital Outlay (GENERAL)	\$0.00	\$30,000.00	\$0.00	\$0.00
E 100-42260-517 PPE Purchase	\$370.03	\$5,000.00	\$0.00	\$100,000.00
E 100-42260-580 New Equipment	\$2,824.91	\$45,000.00	\$6,738.26	\$0.00
E 100-42260-720 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42260 Fire Equipment	\$16,524.28	\$98,800.00	\$23,149.45	\$113,800.00
Dept 42280 Fire Station				
E 100-42280-210 Operating Supplies	\$0.00	\$150.00	\$111.57	\$150.00
E 100-42280-321 Telephone	\$1,569.55	\$1,500.00	\$1,514.62	\$1,500.00
E 100-42280-381 Electric Utilities	\$1,771.68	\$1,475.00	\$1,596.65	\$1,800.00
E 100-42280-383 Gas Utilities	\$1,837.43	\$2,600.00	\$1,163.69	\$2,600.00
E 100-42280-400 Repairs & Maint Cont	\$2,297.96	\$4,850.00	\$1,461.09	\$3,000.00
E 100-42280-500 Capital Outlay (GENERAL)	\$3,232.00	\$0.00	\$0.00	\$0.00
E 100-42280-600 Debt Srv Principal	\$7,006.79	\$7,399.00	\$7,386.75	\$7,399.00
E 100-42280-601 Debt Srv Interest	\$1,301.21	\$909.00	\$921.25	\$909.00
Dept 42280 Fire Station	\$19,016.62	\$18,883.00	\$14,155.62	\$17,358.00
Dept 42282 Fire Dept Land				
E 100-42282-600 Debt Srv Principal	\$0.00	\$0.00	\$0.00	\$0.00
E 100-42282-601 Debt Srv Interest	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42282 Fire Dept Land	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42285 FD Truck Payment				
E 100-42285-600 Debt Srv Principal	\$0.00	\$19,293.00	\$0.00	\$19,293.00
E 100-42285-601 Debt Srv Interest	\$0.00	\$2,456.00	\$0.00	\$2,456.00
Dept 42285 FD Truck Payment	\$0.00	\$21,749.00	\$0.00	\$21,749.00
Dept 42290 FD Relief Association				
E 100-42290-124 Fire Pension Contributions	\$0.00	\$0.00	\$0.00	\$3,800.00
Dept 42290 FD Relief Association	\$0.00	\$0.00	\$0.00	\$3,800.00
Dept 42400 Building Inspection				
E 100-42400-300 Professional Svcs	\$39,570.33	\$20,000.00	\$36,012.10	\$25,000.00
E 100-42400-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42400 Building Inspection	\$39,570.33	\$20,000.00	\$36,012.10	\$25,000.00
Dept 42500 Civil Defense				
E 100-42500-381 Electric Utilities	\$0.00	\$0.00	\$0.00	\$0.00

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
E 100-42500-400 Repairs & Maint Cont	\$200.00	\$450.00	\$250.00	\$450.00
E 100-42500-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42500 Civil Defense	\$200.00	\$450.00	\$250.00	\$450.00
Dept 42700 Animal Control				
E 100-42700-300 Professional Svcs	\$0.00	\$650.00	\$0.00	\$650.00
Dept 42700 Animal Control	\$0.00	\$650.00	\$0.00	\$650.00
Dept 43000 Public Works				
E 100-43000-360 Insurance (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 100-43000-720 Transfer Out	\$0.00	\$0.00	\$48,718.00	\$0.00
Dept 43000 Public Works	\$0.00	\$0.00	\$48,718.00	\$0.00
Dept 43100 Hwys, Streets, & Roads				
E 100-43100-100 Wages and Salaries	\$26,462.77	\$52,778.00	\$29,338.83	\$23,928.75
E 100-43100-120 Employer Contrib Ret	\$1,975.19	\$4,660.50	\$2,175.39	\$1,794.66
E 100-43100-131 Employer Paid Health	\$1,510.00	\$9,000.00	\$3,304.17	\$4,800.00
E 100-43100-133 Employer Paid Dental	\$257.60	\$700.50	\$281.74	\$280.10
E 100-43100-134 Employer Paid Life	\$20.70	\$21.00	\$20.71	\$28.00
E 100-43100-180 Employee Withholdings	\$2,014.71	\$4,039.00	\$2,218.90	\$1,830.55
E 100-43100-208 Training and Instruction	\$610.47	\$1,000.00	\$0.00	\$1,000.00
E 100-43100-210 Operating Supplies	\$874.25	\$750.00	\$136.89	\$5,000.00
E 100-43100-212 Motor Fuels	\$2,553.64	\$3,000.00	\$2,228.56	\$3,000.00
E 100-43100-300 Professional Svcs	\$1,800.00	\$0.00	\$37.76	\$1,375.00
E 100-43100-303 Engineering Fees	\$0.00	\$0.00	\$0.00	\$7,500.00
E 100-43100-304 Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00
E 100-43100-310 Contract Services	\$1,856.00	\$2,500.00	\$1,300.00	\$2,500.00
E 100-43100-321 Telephone	\$196.55	\$180.00	\$141.04	\$180.00
E 100-43100-331 Travel Expenses	\$0.00	\$150.00	\$0.00	\$400.00
E 100-43100-360 Insurance (GENERAL)	\$0.00	\$2,000.00	\$0.00	\$2,000.00
E 100-43100-400 Repairs & Maint Cont	\$15,366.66	\$15,000.00	\$9,312.83	\$15,000.00
E 100-43100-430 Miscellaneous (GENERAL)	\$2,942.54	\$0.00	\$321.14	\$1,000.00
E 100-43100-500 Capital Outlay (GENERAL)	\$22,045.72	\$40,000.00	\$3,200.00	\$55,000.00
Dept 43100 Hwys, Streets, & Roads	\$80,486.80	\$135,779.00	\$54,017.96	\$126,617.06
Dept 43124 Sidewalks and Crosswalk				
E 100-43124-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00
Dept 43124 Sidewalks and Crosswalk	\$0.00	\$0.00	\$0.00	\$0.00
Dept 43125 Ice & Snow Removal				
E 100-43125-229 Sand & Salt	\$4,819.81	\$7,000.00	\$4,546.44	\$7,000.00
E 100-43125-300 Professional Svcs	\$13,425.50	\$20,000.00	\$15,450.00	\$20,000.00
Dept 43125 Ice & Snow Removal	\$18,245.31	\$27,000.00	\$19,996.44	\$27,000.00
Dept 43150 Storm Drainage				
E 100-43150-303 Engineering Fees	\$542.50	\$2,500.00	\$160.00	\$2,500.00
E 100-43150-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 100-43150-500 Capital Outlay (GENERAL)	\$3,450.00	\$7,500.00	\$0.00	\$15,000.00
Dept 43150 Storm Drainage	\$3,992.50	\$10,000.00	\$160.00	\$17,500.00
Dept 43160 Street Lighting				
E 100-43160-381 Electric Utilities	\$30,028.13	\$25,545.00	\$26,760.13	\$30,000.00
E 100-43160-400 Repairs & Maint Cont	\$1,427.02	\$0.00	-\$350.00	\$0.00
Dept 43160 Street Lighting	\$31,455.15	\$25,545.00	\$26,410.13	\$30,000.00
Dept 43700 Maintenance Bldg				
E 100-43700-200 Office Supplies	\$54.06	\$0.00	\$189.36	\$0.00
E 100-43700-321 Telephone	\$753.63	\$960.00	\$1,022.49	\$960.00
E 100-43700-381 Electric Utilities	\$667.79	\$1,080.00	\$1,439.74	\$2,500.00
E 100-43700-383 Gas Utilities	\$169.43	\$1,800.00	\$511.10	\$1,000.00
E 100-43700-400 Repairs & Maint Cont	\$1,737.46	\$9,380.00	\$9,466.22	\$6,000.00
E 100-43700-500 Capital Outlay (GENERAL)	\$15,941.11	\$20,000.00	\$19,668.00	\$10,000.00

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
E 100-43700-580 New Equipment	\$2,545.42	\$5,000.00	\$4,417.98	\$5,000.00
Dept 43700 Maintenance Bldg	\$21,868.90	\$38,220.00	\$36,714.89	\$25,460.00
Dept 45000 Park and Rec				
E 100-45000-100 Wages and Salaries	\$7,054.56	\$9,360.00	\$0.00	\$28,428.75
E 100-45000-110 Other Pay Boards & Commissions	\$1,290.00	\$1,500.00	\$0.00	\$1,500.00
E 100-45000-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$1,794.66
E 100-45000-131 Employer Paid Health	\$0.00	\$0.00	\$0.00	\$4,800.00
E 100-45000-133 Employer Paid Dental	\$0.00	\$0.00	\$0.00	\$280.10
E 100-45000-134 Employer Paid Life	\$0.00	\$0.00	\$0.00	\$28.00
E 100-45000-180 Employee Withholdings	\$539.68	\$716.00	\$0.00	\$1,830.55
E 100-45000-212 Motor Fuels	\$1,652.44	\$1,300.00	\$695.69	\$1,300.00
E 100-45000-300 Professional Svcs	\$2,094.45	\$7,400.00	\$5,605.86	\$7,875.00
E 100-45000-303 Engineering Fees	\$195.00	\$2,000.00	\$0.00	\$2,000.00
E 100-45000-360 Insurance (GENERAL)	\$3,101.00	\$6,077.00	\$4,237.40	\$5,000.00
E 100-45000-370 Recreation Program	\$410.00	\$2,000.00	\$115.00	\$1,000.00
E 100-45000-381 Electric Utilities	\$142.01	\$177.00	\$126.27	\$150.00
E 100-45000-400 Repairs & Maint Cont	\$4,275.55	\$5,000.00	\$5,304.11	\$5,000.00
E 100-45000-430 Miscellaneous (GENERAL)	\$489.67	\$1,000.00	\$150.00	\$500.00
E 100-45000-490 Donations to Civic Org s	\$0.00	\$0.00	\$0.00	\$0.00
E 100-45000-500 Capital Outlay (GENERAL)	\$42,641.23	\$59,820.00	\$41,389.16	\$70,000.00
E 100-45000-530 City Beautification	\$613.70	\$2,000.00	\$1,810.00	\$3,000.00
E 100-45000-580 New Equipment	\$9,124.99	\$0.00	\$0.00	\$0.00
E 100-45000-720 Transfer Out	\$31,245.00	\$0.00	\$21,029.00	\$0.00
Dept 45000 Park and Rec	\$104,869.28	\$98,350.00	\$80,462.49	\$134,487.06
Dept 45300 Baseball Park				
E 100-45300-400 Repairs & Maint Cont	\$0.00	\$0.00	\$0.00	\$0.00
E 100-45300-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 100-45300-580 New Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Dept 45300 Baseball Park	\$0.00	\$0.00	\$0.00	\$0.00
Dept 46340 Other Redevelopment/Housing				
E 100-46340-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00
Dept 46340 Other Redevelopment/Housing	\$0.00	\$0.00	\$0.00	\$0.00
Dept 46500 Economic Develop mt (GENERAL)				
E 100-46500-110 Other Pay Boards & Commissions	\$270.00	\$450.00	\$0.00	\$450.00
E 100-46500-300 Professional Svcs	\$0.00	\$1,100.00	\$0.00	\$1,100.00
E 100-46500-321 Telephone	\$0.00	\$0.00	\$0.00	\$0.00
E 100-46500-322 Postage	\$0.00	\$0.00	\$0.00	\$0.00
E 100-46500-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00
E 100-46500-340 Advertising	\$1,855.30	\$3,000.00	\$737.36	\$6,500.00
E 100-46500-350 Print/Binding	\$0.00	\$0.00	\$0.00	\$0.00
E 100-46500-720 Transfer Out	\$0.00	\$0.00	\$120,000.00	\$0.00
Dept 46500 Economic Develop mt (GENERAL)	\$2,125.30	\$4,550.00	\$120,737.36	\$8,050.00
Dept 47000 Debt Service (GENERAL)				
E 100-47000-610 Interest	\$0.00	\$0.00	\$0.00	\$0.00
Dept 47000 Debt Service (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49503 Refuse Collection/ Residents				
E 100-49503-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49503 Refuse Collection/ Residents	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49505 Compost				
E 100-49505-100 Wages and Salaries	\$1,976.62	\$3,052.00	\$2,146.00	\$3,150.00
E 100-49505-180 Employee Withholdings	\$144.44	\$235.00	\$158.10	\$240.00
E 100-49505-300 Professional Svcs	\$303.00	\$0.00	\$303.00	\$0.00
E 100-49505-322 Postage	\$325.99	\$0.00	\$329.98	\$0.00
E 100-49505-400 Repairs & Maint Cont	\$0.00	\$0.00	\$500.00	\$2,000.00
E 100-49505-430 Miscellaneous (GENERAL)	\$200.00	\$0.00	\$270.00	\$0.00

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
Dept 49505 Compost	\$2,980.05	\$3,287.00	\$3,707.08	\$5,390.00
Dept 49507 Organics				
E 100-49507-300 Professional Srvs	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49507 Organics	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49508 Recycling				
E 100-49508-300 Professional Srvs	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49508 Recycling	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49570 Sales Tax				
E 100-49570-450 Sales Tax Payment	-\$202.00	\$0.00	\$0.00	\$0.00
Dept 49570 Sales Tax	-\$202.00	\$0.00	\$0.00	\$0.00
FUND 100 GENERAL FUND	\$904,301.61	\$971,097.05	\$942,868.62	\$1,075,741.97

MAYER, MN
Revenues 2018 Budget

Account Descr	2017 Budget	2017 YTD Amt	Proposed 1 Budget
FUND 100 GENERAL FUND			
R 100-41000-31000 General Property Taxes	\$494,289.00	\$270,577.58	\$480,931.00
R 100-41000-31300 General Sales and Use Tax	\$0.00	\$0.00	\$0.00
) R 100-41000-32110 Alcoholic Beverages	\$4,310.00	\$4,600.00	\$4,310.00
R 100-41000-32112 Liquor License Background	\$0.00	\$0.00	\$0.00
R 100-41000-32170 Amusements	\$135.00	\$120.00	\$0.00
) R 100-41000-32180 Other Licenses/Permits	\$0.00	\$175.00	\$0.00
) R 100-41000-32210 Building Permits	\$20,000.00	\$144,396.33	\$90,000.00
) R 100-41000-32220 Variance/Permit	\$0.00	\$7,500.00	\$0.00
) R 100-41000-32240 Animal Licenses	\$250.00	\$300.00	\$400.00
R 100-41000-33160 Other Federal Grants	\$0.00	\$0.00	\$0.00
R 100-41000-33400 State Grants and Aids	\$26,919.00	\$16,000.00	\$10,000.00
R 100-41000-33401 Local Government Aid	\$298,717.00	\$158,128.00	\$313,296.00
R 100-41000-33402 Homestead Credit MVHC	\$0.00	\$0.00	\$0.00
R 100-41000-33407 PERA Aid	\$0.00	\$0.00	\$0.00
) R 100-41000-33421 Police State Aid	\$3,500.00	\$6,737.21	\$6,500.00
R 100-41000-33600 County Grants	\$3,750.00	\$3,740.00	\$3,740.00
R 100-41000-33610 County Grants/Aid for Hwy	\$0.00	\$0.00	\$0.00
R 100-41000-33620 Other County Grants/Aid	\$0.00	\$0.00	\$0.00
) R 100-41000-34000 Charges for Services	\$0.00	\$165.00	\$3,000.00
) R 100-41000-34103 Zoning and Subdivision Fee	\$0.00	\$4,100.00	\$3,600.00
) R 100-41000-34105 Sale of Maps and Publicatio	\$0.00	\$50.00	\$0.00
) R 100-41000-34107 Assessment Search Fees	\$300.00	\$480.00	\$0.00
R 100-41000-34110 Filing Fee	\$0.00	\$0.00	\$0.00
R 100-41000-34300 State Reimburse Snow Re	\$10,000.00	\$8,235.00	\$8,000.00
R 100-41000-34403 Compost Collection Charge	\$2,500.00	\$2,500.00	\$2,500.00
R 100-41000-34750 Community Center Rental	\$32,020.00	\$30,225.80	\$33,000.00
R 100-41000-34760 Comm Ctr Pop	\$0.00	\$0.00	\$0.00
) R 100-41000-35100 Court Fines	\$1,000.00	\$2,144.18	\$1,000.00
) R 100-41000-35200 Bad Check Charge	\$0.00	\$117.30	\$0.00
R 100-41000-36100 Special Assessments-Count	\$0.00	\$0.00	\$0.00
) R 100-41000-36102 Penalties and Interest	\$0.00	\$5.03	\$0.00
R 100-41000-36200 Miscellaneous Revenues	\$0.00	\$0.00	\$0.00
R 100-41000-36210 Interest Earnings	\$2,500.00	\$1,008.79	\$2,500.00
R 100-41000-36220 Other Rents and Royalties	\$0.00	\$0.00	\$0.00
) R 100-41000-36230 Contributions and Donation	\$0.00	\$8,558.00	\$0.00
R 100-41000-36232 10% Charitable Gambling	\$2,000.00	\$0.00	\$3,000.00
R 100-41000-36240 Insurance Claims	\$0.00	\$0.00	\$0.00
) R 100-41000-36250 Refunds/Reimbursements	\$0.00	\$72.91	\$0.00
R 100-41000-36260 Tower Antenna Rent	\$0.00	\$0.00	\$0.00
R 100-41000-39000 Other Financing Sources	\$0.00	\$0.00	\$0.00
R 100-41000-39200 Transfer In	\$0.00	\$0.00	\$22,900.00
R 100-41000-39310 Proceeds-Gen Obligation B	\$0.00	\$0.00	\$0.00
R 100-41000-99999 Unallocated Utility Revenue	\$0.00	\$0.00	\$0.00
R 100-41940-36260 Tower Antenna Rent	\$18,703.00	\$11,445.90	\$18,703.00
R 100-42100-32112 Liquor License Background	\$0.00	\$0.00	\$0.00
R 100-42100-36250 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00
R 100-42200-33400 State Grants and Aids	\$0.00	\$0.00	\$0.00
R 100-42200-33420 Fire 2% Ins Prem Tax	\$0.00	\$0.00	\$0.00
R 100-42200-34207 Fire Contracts	\$48,415.00	\$39,484.90	\$48,515.00
R 100-42200-34208 Fire Truck Fund	\$19,847.00	\$0.00	\$19,847.00
R 100-42200-34209 FD Building Fund	\$0.00	\$0.00	\$0.00
R 100-42200-36230 Contributions and Donation	\$0.00	\$0.00	\$0.00
R 100-42200-36250 Refunds/Reimbursements	\$0.00	-\$269.00	\$0.00
R 100-42200-39101 Sales of General Fixed Asse	\$0.00	\$0.00	\$0.00
R 100-42700-36250 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00

Account Descr	2017 Budget	2017 YTD Amt	Proposed 1 Budget
) R 100-43000-36104 Developer Sealcoat Escrow	\$0.00	\$8,487.00	\$0.00
R 100-43000-36250 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00
R 100-43000-39101 Sales of General Fixed Asse	\$0.00	\$0.00	\$0.00
R 100-43100-36200 Miscellaneous Revenues	\$0.00	\$0.00	\$0.00
R 100-43160-36250 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00
R 100-45000-34785 City Park Donations	\$0.00	\$0.00	\$0.00
R 100-45000-34795 Baseball Park Donations	\$0.00	\$0.00	\$0.00
R 100-45000-34950 Other Revenues	\$0.00	\$0.00	\$0.00
R 100-45000-36260 Tower Antenna Rent	\$0.00	\$0.00	\$0.00
R 100-45300-34795 Baseball Park Donations	\$0.00	\$0.00	\$0.00
FUND 100 GENERAL FUND	\$989,155.00	\$729,084.93	\$1,075,742.00
FUND 210 FIRE TRUCK FUND			
R 210-42200-32180 Other Licenses/Permits	\$0.00	\$0.00	\$0.00
) R 210-42200-34202 FD Highway Rescue Reimb	\$0.00	\$450.00	\$0.00
R 210-42200-34208 Fire Truck Fund	\$0.00	\$0.00	\$0.00
R 210-42200-34210 Capital Equipment	\$0.00	\$0.00	\$0.00
R 210-42200-36210 Interest Earnings	\$0.00	\$0.00	\$0.00
R 210-42200-39101 Sales of General Fixed Asse	\$0.00	\$0.00	\$0.00
) R 210-42200-39200 Transfer In	\$0.00	\$73,573.00	\$0.00
FUND 210 FIRE TRUCK FUND	\$0.00	\$74,023.00	\$0.00
FUND 212 FIRE DEPT GRANTS&CONTRIBUTIONS			
R 212-42200-33400 State Grants and Aids	\$0.00	\$0.00	\$0.00
R 212-42200-36200 Miscellaneous Revenues	\$0.00	\$0.00	\$0.00
R 212-42200-36210 Interest Earnings	\$0.00	\$0.00	\$0.00
) R 212-42200-36230 Contributions and Donation	\$0.00	\$4,055.37	\$0.00
R 212-42200-39200 Transfer In	\$0.00	\$0.00	\$0.00
R 212-42265-33150 FEMA Grants	\$0.00	\$0.00	\$0.00
FUND 212 FIRE DEPT GRANTS&CONTRIBU	\$0.00	\$4,055.37	\$0.00
FUND 215 FIR DEPT FEMA GRANT			
R 215-42200-36210 Interest Earnings	\$0.00	\$0.00	\$0.00
R 215-42200-39200 Transfer In	\$0.00	\$0.00	\$0.00
R 215-42260-33160 Other Federal Grants	\$0.00	\$0.00	\$0.00
FUND 215 FIR DEPT FEMA GRANT	\$0.00	\$0.00	\$0.00
FUND 220 PARK IMPROVEMENT FUND			
R 220-41000-36260 Tower Antenna Rent	\$0.00	\$0.00	\$0.00
R 220-45000-34780 Park Dedication Fees	\$0.00	\$0.00	\$0.00
R 220-45000-36210 Interest Earnings	\$0.00	\$0.00	\$0.00
R 220-45000-36230 Contributions and Donation	\$0.00	\$0.00	\$0.00
) R 220-45000-39200 Transfer In	\$0.00	\$21,029.00	\$0.00
FUND 220 PARK IMPROVEMENT FUND	\$0.00	\$21,029.00	\$0.00
FUND 222 OLD SCHOOLHOUSE PARK			
R 222-45000-34795 Baseball Park Donations	\$0.00	\$0.00	\$0.00
R 222-45000-36210 Interest Earnings	\$0.00	\$0.00	\$0.00
R 222-45000-39200 Transfer In	\$0.00	\$0.00	\$0.00
FUND 222 OLD SCHOOLHOUSE PARK	\$0.00	\$0.00	\$0.00
FUND 225 EDA			
R 225-41000-36210 Interest Earnings	\$0.00	\$0.00	\$0.00
R 225-46500-31000 General Property Taxes	\$0.00	\$0.00	\$0.00
) R 225-46500-33400 State Grants and Aids	\$0.00	\$6,819.32	\$0.00
R 225-46500-36200 Miscellaneous Revenues	\$0.00	\$0.00	\$0.00
R 225-46500-39200 Transfer In	\$0.00	\$0.00	\$0.00
FUND 225 EDA	\$0.00	\$6,819.32	\$0.00
FUND 230 CITY CELEBRATION			



**CITY OF MAYER
FINAL 2018 GENERAL FUND BUDGET
AND DEBT LEVY
RESOLUTION NO. 12-11-17-39**

WHEREAS, The 2018 Preliminary Budget Levy was adopted by September 30, 2017; and the 2018 Final Budget Levy is required to be set by December 30, 2017; and

WHEREAS, the City Council of the City of Mayer held budget workshops on September 25, 2017 and November 27, 2017;

WHEREAS, the City Council reviewed the budget for cost savings, reductions and adjustments before establishing the final 2018 budget levy.

THEREFORE, BE IT RESOLVED, By the City Council of the City of Mayer, that the budgeted expenditures, excluding depreciation, and revenues for each fund during the 2018 calendar fiscal year shall be as follows:

REVENUES:

Taxes:	\$991,873.00
Licenses and Permits:	\$94,710.00
Intergovernmental Revenue:	\$412,398.00
Charges For Services:	\$6,600.00
Fines:	\$1,000.00
Interest Earnings:	\$2,500.00
Miscellaneous:	\$77,603.00

TOTAL REVENUES **\$1,586,684.00**

EXPENDITURES:

General Fund	Final Budget Levy
General government	\$384,305.85
Public Safety	\$316,932.00

Public Works Streets	\$226,577.06
Parks and Recreation	\$134,487.06
Compost	\$5,390.00
Operating EDA	\$8,050.00
Total General Fund	\$1,075,741.97

Debt

Fire Station	\$8,308.00
GO Bonds 2014A	\$150,664.00
GO Bonds 2015A	\$48,221.00
Fire Truck	\$21,749.00
GO Bonds 2007A	\$282,000.00
Total Debt	\$510,942.00

Total Expenditures **1,586,683.97**

Passed and adopted by the City Council of the City of Mayer on this 11th Day of December, 2017.

ATTEST:

Janell Gildemeister, Deputy City Clerk

Mike Dodge, Mayor



**CITY OF MAYER
ADOPTING YEAR 2017
FINAL TAX LEVY FOR THE CITY OF MAYER COLLECTION
RESOLUTION NO. 12-11-17-40**

WHEREAS, The 2018 Preliminary Budget Levy was adopted on September 25, 2017.

WHEREAS, the City of Mayer is dependent upon collection of a tax to fund a portion of its operating budget to pay bonded debt,

THEREFORE, BE IT RESOLVED, By the City Council of the City of Mayer, Carver County, Minnesota, hereby adopts the following tax levy for collection in 2018 upon taxable property in the City of Mayer for the following purposes:

	Proposed Final Levy
General Fund Levy	\$480,931.00
Fire Station	\$8,308.00
GO Bonds 2014A	\$150,664.00
GO Bonds 2015A	\$48,221.00
Fire Truck	\$21,749.00
GO Bonds 2007A	\$282,000.00
Total Debt	\$510,942.00
Total Levy	\$991,873.00

Passed and adopted by the City Council of the City of Mayer on this 11th Day of December, 2017.

ATTEST:

Janell Gildemeister, Deputy City Clerk

Mike Dodge, Mayor

CITY OF MAYER, MINNESOTA
SCHEDULE OF PROPERTY TAXES FOR THE PRELIMINARY LEVY

		2017	2018		
		Estimated	Estimated	Increase	% Change
		Amounts	Amounts	(Decrease)	
Property Taxes Levied for General Purposes					
101	General Fund	\$ 494,289	\$ 480,931	(13,358.00)	-2.70%
Property Taxes Levied for Debt Service					
101	Fire Station	8,308	8,308	-	0.00%
325	GO Improvement and Utility Refunding Bonds 2014A	154,654	150,664	(3,990.00)	-2.58%
350	GO Bonds 2015A		48,221	48,221.00	
					Amount agrees to bond documents. Don't see support on why it wasn't levied in prior years
	Fire Truck	21,749	21,749	-	0.00%
640	GO Water and Sewer Refunding Bonds 2007A	273,000	282,000	9,000.00	3.30%
					increased 3% over prior year. Has been adjusted down due to increased activity in prior years.
	<i>Subtotal</i>	<u>457,711</u>	<u>510,942</u>	<u>53,231.00</u>	<u>11.63%</u>
	<i>Total</i>	<u><u>951,999.74</u></u>	<u><u>991,872.74</u></u>	<u><u>39,873.00</u></u>	<u><u>4.19%</u></u>

ESTIMATED TAX RATE CALCULATION

Please Enter Your City's Information in the Highlighted Cells:

Levy Information

\$	991,873	Tax Capacity Based Levy Amount (after LGA)
\$	-	Market Value Based Levy

You can find the following information on the Tax Capacity Estimate Sheet Included

\$	192,223	FD Distribution Dollars
\$	1,583,535	Adjusted Tax Capacity = Tax Capacity - TIF Capt'd TC - FD Contribution TC
\$	-	Ref Market Value

TAX TYPE	CERTIFIED LEVY	CARVER CO FD	LOCAL LEVY	TAXABLE VALUE	TAX RATE
Market Value Based	0	0	0	0	#DIV/0!
Tax Capacity Based	991,873	192,223	799,650	1,583,535	50.49777870%



Request for Council Action Memorandum

Item: Water and Sewer Budgets

Meeting Date: December 11, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

A motion approving the sewer fund budget in the amount of \$835,206.00 and the water fund budget in the amount of \$479,253.00.

Details:

Staff has compiled water and sewer budgets for Council consideration. Staff will review the narrative for each utility with Council. The following history on the adopted budgets and actual budgets to date.

	Sewer Budget	Actual Sewer
2015	\$695,223.65	\$621,492.00
2016	\$727,437.35	\$667,296.00
2017	\$825,382.00	\$698,112.05
2018	\$835,206.00	

	Water Budget	Actual Water
2015	\$339,193.95	\$404,272.73
2016	\$396,977.16	\$449,708.65
2017	\$450,356.00	\$454,101.15
2018	\$479,253.00	

After review and discussion, staff is requesting approval of the water and sewer budgets for 2018.

Attachments:

Budget Document

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
FUND 640 SEWER FUND				
Dept 47000 Debt Service (GENERAL)				
E 640-47000-600 Debt Srv Principal	\$0.00	\$314,750.00	\$0.00	\$314,750.00
E 640-47000-601 Debt Srv Interest	\$109,401.88	\$102,385.00	\$2,184.50	\$102,385.00
Dept 47000 Debt Service (GENERAL)	\$109,401.88	\$417,135.00	\$2,184.50	\$417,135.00
Dept 49000 Miscellaneous (GENERAL)				
E 640-49000-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49000 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49470 Sewer Lift Stations				
E 640-49470-321 Telephone	\$176.43	\$185.00	\$151.44	\$185.00
E 640-49470-381 Electric Utilities	\$5,710.09	\$4,810.00	\$4,922.37	\$5,250.00
E 640-49470-400 Repairs & Maint Cont	\$26,293.39	\$4,500.00	\$2,628.16	\$4,500.00
E 640-49470-500 Capital Outlay (GENERAL)	\$2,395.00	\$14,000.00	\$14,000.00	\$15,500.00
Dept 49470 Sewer Lift Stations	\$34,574.91	\$23,495.00	\$21,701.97	\$25,435.00
Dept 49480 Sewer Treatment Plants				
E 640-49480-216 Chemicals and Chem Products	\$14,563.28	\$14,483.00	\$15,720.46	\$15,100.00
E 640-49480-220 Bio-Solids Disposal	\$27,782.00	\$34,030.00	\$19,148.00	\$37,330.00
E 640-49480-300 Professional Svcs	\$22,225.00	\$24,925.00	\$18,550.00	\$24,925.00
E 640-49480-321 Telephone	\$1,607.67	\$1,860.00	\$1,495.94	\$1,860.00
E 640-49480-381 Electric Utilities	\$29,819.34	\$28,440.00	\$23,738.28	\$29,295.00
E 640-49480-383 Gas Utilities	\$6,191.26	\$11,700.00	\$3,773.30	\$11,700.00
E 640-49480-385 Testing and Lab Services	\$13,275.40	\$16,700.00	\$7,375.75	\$16,700.00
E 640-49480-404 Repairs/Maint Machinery/Equip	\$25,513.11	\$21,650.00	\$16,625.82	\$21,650.00
E 640-49480-500 Capital Outlay (GENERAL)	\$10,124.42	\$80,990.00	\$61,477.86	\$86,305.00
Dept 49480 Sewer Treatment Plants	\$151,101.48	\$234,778.00	\$167,905.41	\$244,865.00
Dept 49490 SEWER				
E 640-49490-100 Wages and Salaries	\$33,785.80	\$25,629.00	\$25,586.44	\$25,629.00
E 640-49490-120 Employer Contrib Ret	\$2,470.80	\$1,923.00	\$1,828.92	\$1,923.00
E 640-49490-129 PENSION EXPENSE	\$16,931.00	\$0.00	\$0.00	\$0.00
E 640-49490-131 Employer Paid Health	\$1,943.00	\$4,176.00	\$3,424.23	\$4,800.00
E 640-49490-133 Employer Paid Dental	\$444.04	\$325.00	\$278.80	\$475.00
E 640-49490-134 Employer Paid Life	\$35.52	\$25.00	\$19.97	\$48.00
E 640-49490-180 Employee Withholdings	\$2,571.67	\$1,961.00	\$1,935.09	\$1,961.00
E 640-49490-208 Training and Instruction	\$771.36	\$1,000.00	\$570.00	\$1,000.00
E 640-49490-300 Professional Svcs	\$0.00	\$0.00	\$547.91	\$2,000.00
E 640-49490-301 Auditing and Acct g Services	\$0.00	\$2,835.00	\$2,835.00	\$2,835.00
E 640-49490-303 Engineering Fees	\$0.00	\$0.00	\$0.00	\$5,000.00
E 640-49490-304 Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-312 Software Support	\$397.50	\$1,400.00	\$745.00	\$1,400.00
E 640-49490-315 ACH Processing Fees	\$66.82	\$75.00	\$66.44	\$75.00
E 640-49490-322 Postage	\$1,207.40	\$1,500.00	\$1,097.51	\$1,500.00
E 640-49490-350 Print/Binding	\$329.87	\$400.00	\$594.53	\$400.00
E 640-49490-355 Gopher State Locates	\$380.74	\$400.00	\$324.75	\$400.00
E 640-49490-360 Insurance (GENERAL)	\$12,713.00	\$13,200.00	\$10,533.44	\$13,200.00
E 640-49490-400 Repairs & Maint Cont	\$234.19	\$0.00	\$157.83	\$0.00
E 640-49490-404 Repairs/Maint Machinery/Equip	\$20,279.35	\$35,000.00	\$22,905.26	\$25,000.00
E 640-49490-420 Depreciation Expense	\$277,275.00	\$0.00	\$0.00	\$0.00
E 640-49490-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-433 Dues and Subscriptions	\$0.00	\$125.00	\$0.00	\$125.00
E 640-49490-500 Capital Outlay (GENERAL)	\$698.14	\$0.00	\$697.92	\$0.00
E 640-49490-525 Inflow/Infiltration	\$7,393.37	\$60,000.00	\$0.00	\$60,000.00
E 640-49490-615 Bond Discount Amortization	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-620 Fiscal Agent s Fees	\$328.50	\$0.00	\$0.00	\$0.00
E 640-49490-810 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49490 SEWER	\$380,257.87	\$149,974.00	\$74,149.04	\$147,771.00

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
FUND 640 SEWER FUND	\$675,335.34	\$825,382.00	\$265,940.92	\$835,206.00

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
FUND 620 WATER FUND				
Dept 47000 Debt Service (GENERAL)				
E 620-47000-600 Debt Srv Principal	\$0.00	\$258,250.00	\$0.00	\$258,250.00
E 620-47000-601 Debt Srv Interest	\$77,651.72	\$70,182.00	\$18,563.20	\$70,182.00
Dept 47000 Debt Service (GENERAL)	\$77,651.72	\$328,432.00	\$18,563.20	\$328,432.00
Dept 49000 Miscellaneous (GENERAL)				
E 620-49000-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49000 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49410 Water Treatment Facility				
E 620-49410-216 Chemicals and Chem Products	\$3,183.95	\$3,500.00	\$1,870.02	\$3,500.00
E 620-49410-321 Telephone	\$1,078.15	\$1,100.00	\$921.03	\$1,100.00
E 620-49410-381 Electric Utilities	\$21,824.21	\$21,000.00	\$19,011.03	\$21,000.00
E 620-49410-383 Gas Utilities	\$504.91	\$625.00	\$326.09	\$625.00
E 620-49410-400 Repairs & Maint Cont	\$3,582.60	\$4,000.00	\$2,429.76	\$5,000.00
E 620-49410-500 Capital Outlay (GENERAL)	\$3,903.67	\$8,000.00	\$6,326.31	\$30,000.00
Dept 49410 Water Treatment Facility	\$34,077.49	\$38,225.00	\$30,884.24	\$61,225.00
Dept 49420 State Connect Fee				
E 620-49420-430 Miscellaneous (GENERAL)	\$5,501.00	\$4,500.00	\$3,297.00	\$4,500.00
Dept 49420 State Connect Fee	\$5,501.00	\$4,500.00	\$3,297.00	\$4,500.00
Dept 49430 Tower				
E 620-49430-300 Professional Svcs	\$8,300.00	\$1,000.00	\$0.00	\$1,000.00
E 620-49430-381 Electric Utilities	\$0.00	\$1,500.00	\$0.00	\$1,500.00
E 620-49430-400 Repairs & Maint Cont	\$0.00	\$500.00	\$0.00	\$500.00
E 620-49430-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49430 Tower	\$8,300.00	\$3,000.00	\$0.00	\$3,000.00
Dept 49435 Well #2				
E 620-49435-300 Professional Svcs	\$0.00	\$1,000.00	\$0.00	\$1,000.00
E 620-49435-400 Repairs & Maint Cont	\$2,242.42	\$3,000.00	\$1,688.20	\$3,000.00
E 620-49435-500 Capital Outlay (GENERAL)	\$0.00	\$7,500.00	\$0.00	\$7,500.00
Dept 49435 Well #2	\$2,242.42	\$11,500.00	\$1,688.20	\$11,500.00
Dept 49440 WATER				
E 620-49440-100 Wages and Salaries	\$33,786.16	\$25,629.00	\$25,586.61	\$25,629.00
E 620-49440-120 Employer Contrib Ret	\$2,470.84	\$1,923.00	\$1,828.99	\$1,923.00
E 620-49440-129 PENSION EXPENSE	\$16,931.00	\$0.00	\$0.00	\$0.00
E 620-49440-131 Employer Paid Health	\$1,943.00	\$4,176.00	\$3,424.21	\$4,800.00
E 620-49440-133 Employer Paid Dental	\$444.09	\$325.00	\$278.79	\$475.00
E 620-49440-134 Employer Paid Life	\$35.64	\$25.00	\$19.99	\$48.00
E 620-49440-180 Employee Withholdings	\$2,572.00	\$1,961.00	\$1,935.25	\$1,961.00
E 620-49440-208 Training and Instruction	\$394.35	\$1,000.00	\$555.30	\$1,000.00
E 620-49440-215 Samples	\$559.74	\$600.00	-\$71.42	\$600.00
E 620-49440-216 Chemicals and Chem Products	\$0.00	\$0.00	\$0.00	\$0.00
E 620-49440-222 Wellhead Protection	\$0.00	\$250.00	\$0.00	\$250.00
E 620-49440-226 Fire Hydrant Supplies	\$2,044.82	\$4,500.00	\$3,190.24	\$4,500.00
E 620-49440-300 Professional Svcs	\$625.00	\$600.00	\$1,097.93	\$2,000.00
E 620-49440-301 Auditing and Acct g Services	\$0.00	\$2,835.00	\$2,835.00	\$2,835.00
E 620-49440-303 Engineering Fees	\$0.00	\$500.00	\$0.00	\$0.00
E 620-49440-304 Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00
E 620-49440-312 Software Support	\$2,382.50	\$2,400.00	\$745.00	\$2,400.00
E 620-49440-315 ACH Processing Fees	\$66.82	\$75.00	\$66.44	\$75.00
E 620-49440-322 Postage	\$1,271.09	\$1,500.00	\$1,199.50	\$1,500.00
E 620-49440-350 Print/Binding	\$329.86	\$400.00	\$594.53	\$400.00
E 620-49440-355 Gopher State Locates	\$380.71	\$400.00	\$324.70	\$400.00
E 620-49440-360 Insurance (GENERAL)	\$2,953.00	\$4,050.00	\$3,817.00	\$4,050.00
E 620-49440-400 Repairs & Maint Cont	\$590.58	\$800.00	\$4,398.15	\$5,000.00
E 620-49440-420 Depreciation Expense	\$198,646.00	\$0.00	\$0.00	\$0.00

Account Descr	2016 Amt	2017 Adopted	2017 YTD Amt	Proposed 1 Budget
E 620-49440-430 Miscellaneous (GENERAL)	\$371.28	\$500.00	\$382.85	\$500.00
E 620-49440-433 Dues and Subscriptions	\$250.00	\$250.00	\$250.00	\$250.00
E 620-49440-437 Water Meters	\$33,342.29	\$10,000.00	\$22,699.33	\$10,000.00
E 620-49440-450 Sales Tax Payment	\$866.00	\$0.00	\$1,037.22	\$0.00
E 620-49440-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 620-49440-615 Bond Discount Amortization	\$0.00	\$0.00	\$0.00	\$0.00
E 620-49440-620 Fiscal Agent s Fees	\$121.50	\$0.00	\$0.00	\$0.00
Dept 49440 WATER	\$303,578.27	\$64,699.00	\$76,195.61	\$70,596.00
Dept 49480 Sewer Treatment Plants				
E 620-49480-216 Chemicals and Chem Products	\$0.00	\$0.00	-\$1,443.83	\$0.00
Dept 49480 Sewer Treatment Plants	\$0.00	\$0.00	-\$1,443.83	\$0.00
FUND 620 WATER FUND	\$431,350.90	\$450,356.00	\$129,184.42	\$479,253.00

City of Watertown:

Monthly Average usage of 5,000 gallons

Water Base -	\$18.40
5,000 gallons-	\$15.27
Sewer Base -	\$18.40
5,000 gallons -	\$20.30
Storm Sewer-	\$3.24
TOTAL	\$75.61

City of Montrose:

Monthly Average usage of 5,000 gallons

Water Base -	\$5.00
5,000 gallons-	\$25.00
Sewer Base -	\$3.85
5,000 gallons-	\$25.00
WWTP Base-	\$6.05
WWTP 5,000 gallons-	\$25.25
Storm Sewer-	\$4.00
TOTAL	\$94.15

City of Cologne:

Monthly Average usage of 5,000 gallons

Water Base -	\$11.53
5,000 gallons-	\$25.00
Sewer –	
5,000 gallons-	\$30.00
Stormwater-	\$3.50
TOTAL	\$70.03

City of Carver

Monthly Average usage of 5,000 gallons

Water Base –	
5,000 gallons -	\$24.65
Sewer Base –	
5,000 gallons -	\$33.15
Stormwater-	\$8.99
Meter Fee -	\$2.50
TOTAL	\$69.29

City of Mayer

Monthly Average usage of 5,000 gallons

Water Base -	\$11.88
5,000 gallons -	\$26.25
Sewer Base-	\$19.46
5,000 gallons-	\$37.00
TOTAL	\$94.59

City of Norwood – Young America

Monthly Average usage of 5,000 gallons

Water Base -	\$16.00
5,000 gallons -	\$17.25
Water Plant Charge -	\$8.20
Sewer Base-	\$9.00
5,000 gallons	\$35.80
Sewer Plant Charge -	\$5.00
Stormwater -	\$4.90
TOTAL	\$96.15

Water rates - current

Water rates - projected increases

		1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Target	per MRWA study
Base	\$10.00	\$10.90	\$11.88	\$12.95	\$14.12	\$15.39	\$15.03	
0-6000	\$4.15	\$4.67	\$5.25	\$5.91	\$6.65	\$7.48	\$7.46	
6001-15,000	\$4.80	\$5.40	\$6.08	\$6.83	\$7.69	\$8.65	\$8.63	
15,001-20,000	\$5.65	\$6.36	\$7.15	\$8.04	\$9.05	\$10.18	\$10.14	
20,001 >	\$7.65	\$8.61	\$9.68	\$10.89	\$12.25	\$13.79	\$13.75	
6000 gallons/month	\$34.90	38.92	43.38	48.41	54.02	60.27	\$59.79	71.3% increase
Real percentage increase		11.52%	11.46%	11.60%	11.59%	11.57%		

71.3% increase over 5 years is 14.26 per year increase

Yearly increase - base 9.00% projected increases can be changed by changing these values

Yearly increase - usage 12.50%

Sewer rates - current

Sewer rates - projected increases

		1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Target	per MRWA study
Base	\$17.00	\$18.19	\$19.46	\$20.83	\$22.28	\$23.84	\$23.85	
per 1000 gallons	\$6.65	\$7.02	\$7.40	\$7.81	\$8.24	\$8.69	\$8.57	
6000 gallons/month	\$56.90	\$60.31	\$63.86	\$67.69	\$71.72	\$75.98	\$75.27	32.2% increase
Real percentage increase		5.99%	5.89%	6.00%	5.95%	5.94%		

32.2% increase over 5 years is 6.44% per year increase

Yearly increase - base 7.00% projected increases can be changed by changing these values

Yearly increase - usage 5.50%



**RESOLUTION ESTABLISHING SEWER AND WATER SERVICE RATES IN THE CITY OF MAYER
RESOLUTION 12-11-17-41**

WHEREAS, the City Council desires to set Water and Sewer Service Rates pursuant to Section 51.25 of the City Code:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAYER, MINNESOTA, that the following Water and Sewer Service Rates shall apply February 2018.

**WATER AND SEWER SERVICE RATES
HYDRANT METER RATES**

SERVICE	CURRENT FEE	PROPOSED FEE
Wastewater Monthly Base	\$19.46	\$20.83
Wastewater Per Thousand	\$7.40	\$7.81
Water Monthly Base	\$11.88	\$12.95
Water Per Thousand		
0-6,000 gallons	\$5.25	\$5.91
6,001 – 15,000 gallons	\$6.08	\$6.83
15,001 – 20,000 gallons	\$7.15	\$8.04
20,001 and Above	\$9.68	\$10.89
Hydrant Meter		
1-10,000 gallons	\$70.00	\$70.00
10,001 – 15,000 gallons	\$6.08	\$6.08
15,001 – 20,000 gallons	\$6.36	\$6.36
20,001 and Above	\$8.61	\$8.61

Passed and adopted by the City Council of the City of Mayer on this 11th Day of December, 2017.

ATTEST:

Janell Gildemeister, Deputy City Clerk

Mike Dodge, Mayor

Request for Proposal

City of Mayer



City Attorney and Legal Services

Issued By: City of Mayer
413 Bluejay Avenue
Mayer, MN 55360

Issue Date: December 11, 2017
Deliver To: Margaret McCallum, City Administrator
Respond By: January 10, 2018
Late proposals will not be accepted

Questions to: Margaret McCallum
Margaret.McCallum@CityofMayer.com

I. PURPOSE OF THE REQUEST

The City of Mayer is requesting qualifications and proposals from firms experienced in municipal law to provide civil legal services to the City and act as City Attorney. Preference will be given to those submittals which demonstrate experience in this area of municipal law. As City Attorney, the selected law firm will be expected to provide a wide and diverse range of legal services as described throughout this RFP. The City Attorney is to be appointed by the City Administrator subject to confirmation by the City Council and works under the direction of the City Administrator.

II. GENERAL INFORMATION

Mayer is a statutory City located in western Carver County. The City has a population of 2,000. Mayer provides an extensive array of services including public works, fire protection, parks and recreation, planning, economic development, finance, and internal management support functions. The City has 4 full-time employees. The Carver County Sheriff's Department provides law enforcement services. The City also operates water and wastewater services.

III. INSTRUCTIONS TO PROPOSERS

- A. All proposals should be sent and all questions and correspondence should be directed to:

City of Mayer
Attn: Margaret McCallum
413 Bluejay Avenue
Mayer, MN 55360
952-657-1502
Margaret.McCallum@CityofMayer.com

- B. **All proposals must be received no later January 10, 2018 at 4:30 p.m.** One electronic copy and ten paper copies of the proposal must be submitted. The copies shall be sealed and clearly identified with the title "City Attorney RFP".

- C. In order to be considered a valid proposal, each proposal must meet the following requirements:

- Written proposals must be received by January 10, 2018 at 4:30 p.m.
- Each proposal must be signed by an officer of your company who can be held accountable for all representations.
- **Proposed fees should be enclosed in a sealed envelope securely attached to the submittal and showing the name and address of the law firm.** The fees will be considered in the ranking process, but only after all other qualifications have been reviewed and ranked.

- D.** The proposer shall designate one contact person who will be the only representative of the law firm to which the city will respond. Please note that all questions pertaining to the RFP are to be e-mailed to margaret.mccallum@CityofMayer.com. An answer will be formulated as soon as possible and sent to all RFP participants via e-mail for clarification purposes.

IV. SCOPE OF WORK

The law firm/attorney(s) are required to be knowledgeable in a variety of legal areas, including but not limited to:

- General municipal laws
- General state and federal laws relating to municipal government
- Zoning, housing, annexation, subdivision and land use law
- Economic development activities including development, redevelopment, enforcement, tax increment financing, and property/real estate law
- Legal activity relating to general obligation bonds, revenue bonds, tax increment bonds, tax exempt bonds, and other bonding and financial processes
- Ordinance and resolution development and interpretation
- Government Data Practices
- City Code issues
- Contract law
- Environmental law
- Franchise law
- Municipal leases
- Eminent Domain

At a minimum, the following legal services shall be provided as outlined below.

1. Ability to attend at least one City Council meeting a quarter the City Council meetings (2nd and 4th Mondays of every month) and other City Board, Commission or Committee meetings as requested by the City Council or City Administrator.
2. Draft and review ordinances, resolutions, and correspondence, as requested.
3. Review selected City Council and Planning Commission agenda items and minutes.
4. Advise Mayor, Council Members, City Administrator, and other staff on City legal matters.
5. Prepare and/or review municipal contracts, such as contracts for public improvements, developer's agreements, joint powers agreements, franchise agreements, construction, and purchase of equipment.
6. Represent City in matters related to the enforcement of City building/zoning codes.
7. Research and submit legal opinions on municipal or other legal matters, as requested by City Council or City Administrator.
8. Meet with the City Council, City Administrator, and City Staff, as needed, to review Council agenda items, and the status of all legal matters before the City.
9. Provide legal briefings as requested to City Council and Staff regarding new or proposed legislation or new court cases affecting municipal operations and activities.
10. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.
11. Provide advice on open meeting law, data practice, records retention and privacy issues.
12. Represent the City in employment related issues, labor negotiations, arbitration, administrative hearings and in litigation involving same.
13. Interpret, advise and provide training with respect to municipal employment matters including but not limited to PERA, labor agreements, personnel policy, FLSA, FLMA, Veterans' Preference, and unemployment compensation.
14. At the City's discretion (as well as the discretion of any insurance company providing coverage), represent the City in litigation including, but not limited to, human rights claims; condemnation; permits/administrative actions; and labor/employment matters.
15. At the City's discretion, represent the City in uninsured claims and other insurance matters.
16. In coordination with other attorneys representing the City on a case-by-case or project-by-project basis, review financing arrangements, special assessments, bonds and insurance requirements required by or for City contracts or activities, and interpret and advise the City regarding State land use statutes and regulations and City Code provisions.
17. Represent the City in the acquisition of properties for public improvements, easements, and parks.
18. Represent the City in condemnation proceedings for public improvement projects.

19. Represent the City in workers' compensation matters.
20. Initiate litigation on behalf of City as requested by City Council.
21. Review the following: Conditional Use Permits and Documentation; Vacation of Rights-of-Way; and other land use approval documents, as requested

V. PROPOSAL FORM AND CONTENT

Proposers must include the following items in their proposals addressing the scope of work in Section IV. The proposal must be organized in accordance with the list of proposal contents. All pages of the proposal must be numbered consecutively and not exceed twenty (20) pages in length. Resumes and licenses will not count against this page limit.

A. Letter of Transmittal

Include a cover letter signed by a duly authorized representative of the firm. The cover letter must include name, title, address, telephone number and e-mail address of the person(s) to contact whom are authorized to represent the proposer and to whom correspondence should be directed.

B. Table of Contents

Include a clear identification of the submitted material by section and by page number.

C. Executive Summary

Introduce the proposal and summarize the key provisions of the proposal. Provide a statement describing why the proposer is qualified to perform this work and the name and qualifications of the individual who would serve as City Attorney.

D. Statement of Understanding

Include a detailed statement of understanding of the City Attorney services to be provided. If there are services listed in this RFP that the proposer will not be able to provide, describe those services in this section.

E. Approach to Legal Services

Provide a response to each of the following items:

1. Describe your view of the role of the City Attorney.
2. Describe how you will keep the City informed about the status of litigation and other legal matters.
3. Provide an example of a written communication (not to exceed three pages) to the governing body about a legal issue, in which options are explained and a recommendation is given.

4. Describe how you track and manage legal costs so that City legal costs are held to a minimum. Please provide an example.
5. Describe how you would proactively advise the City Council about legal developments or issues of concern.
6. Describe how as the City Attorney you would work with the City Administrator and staff.
7. Describe how as the City Attorney you would work with the Mayor and City Council, and participate in City Council, Planning Commission, and other meetings. Would you describe your style of participation in such meetings as proactive or reactive?
8. How do you evaluate the costs/benefits of litigating or settling cases?
9. How would you evaluate whether to use an attorney within your law firm or an attorney from another firm to handle a case, to provide expert advice, or provide other needed services? How will fees enter into your judgment of who to use in your role as City Attorney representing the interests of the City of Mayer?
10. Describe what you consider to be your firm's contractual obligations to the City of Mayer when the advice you provide, or fail to provide, results in litigation or other legal action against the city (or Staff/Council Members in this regard)?
11. Describe the firm's practices regarding professional development, training, and keeping current in the law and legal matters affecting their clients.

F. Background and Capacity

1. Describe your firm's background/history; including the number of years in business.
2. Describe your firm's municipal legal services training and experience.
3. Location of office(s) that would serve the City of Mayer.
4. Staff services available (clerical support, paralegals, other non-attorney staff).

G. Proposed Attorney(s)

Name the person whom you propose to designate as City Attorney, and as alternate City Attorney(s). Provide the following for each:

1. Certificates or licenses (including the date of admission to the State Bar of Minnesota);
2. Description of education (including name of educational institutions, degrees conferred, and year of each degree);
3. Professional background and professional associations;
4. Experience with and knowledge of the law relating to land use and planning, environmental law, redevelopment law, comprehensive plans, code enforcements and other related areas of law, administrative law; labor relations/personnel law, and other areas of municipal law.
5. Expertise and training.

H. Expertise of Other Attorneys

1. Indicate the expertise your firm is able to provide the City of Mayer (e.g., TIF, bond, employment, etc.).
2. Provide names and qualifications of attorneys in your firm which would be able to provide such legal services.

I. References

Provide contact information for three municipal clients for which services have been provided in the last three years, so reference checks can be conducted. Please include the contact person's name, municipality, phone number, and email address.

J. Clients/Potential Conflicts of Interest

1. List all public clients for whom your firm currently provides services under a fee for services basis or on a retainer basis. Indicate the services provided. Identify any potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
2. For the person to be designated as City Attorney, list all public clients that person presently represents as city attorney or general counsel, along with the meeting dates and times for each governing body.
3. List all private clients that could potentially pose a conflict of interest with your representing the City of Mayer.
4. Identify all situations in the last five years in which you have been adverse to public entities, either in litigation or administrative matters.
5. Provide a statement of any malpractice claims and/or ethics complaints taken against the firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether the action is pending or is currently under review by the State Ethics Board.

K. Additional Information

Any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the legal services should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

V. BASIS FOR COMPENSATION

1. Compensation for legal services shall be on a monthly retainer fee basis and/or on an hourly fee for services basis as described below:
 - a. A retainer fee basis of payment shall apply to all or parts of a work scope where the tasks can be readily defined and/or the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy (i.e. City Council meetings). Please describe what work is included in the retainer fee.

- b. An hourly fee for services basis shall apply to all or parts of a work scope where the tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with a reasonable degree of accuracy. Under this method, the actual hours worked times an hourly billing rate established for each employee shall be paid. Please provide an hourly rate for all of the individuals who may be working with the City of Mayer from the firm.
 - c. Include a detailed description and explanation of all other fees and/or charges that may arise for legal services. Direct expenses shall be reimbursed at cost. Routine travel expenses would be the responsibility of the law firm.
- 2. Billing statements to the city shall include specific dates, description of the services performed; the fee for those services, time spent and assigned staff completing the work. Billing must list separately any fees, which the City shall be reimbursed from other sources.
- 3. The firm shall outline their billing process and timeline from the work being completed until the city receives the invoice.
- 4. The proposer should provide a sample bill for a municipal client that illustrates the program and task detail that would be included in City of Mayer billings.
- 5. The proposer shall include detail as to billing structure for projects under an hour in length, including work that is prescribed as administrative (ie. filing, typing, phone calls, etc.) Identify the minimum increment of time billed for each service. State separately the rate for any firm cost items to be billed such as printing, photocopying, researching, mileage/travel time, etc.

VII. EVALUATION OF RFP SUBMISSIONS

The City reserves the right to accept or reject any or all submissions in the best interest of the City. In connection with the evaluation, the City may, at its option, invite one or more applicants to make a presentation to the selection committee at time and location to be announced, and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

A selection committee including the City Administrator, staff and the Personnel Committee (Mayor and Vice Mayor) will evaluate the Request for Proposal submissions on the following criteria (not in ranked order) and select the top two (2) to bring to Council.

- 1. Meets all qualifications and requirements identified in this RFP.
- 2. Includes complete and clear responses to items in the Content of Responses section.
- 3. Breadth and relevance of experience of the attorneys and staff proposed to provide legal services.
- 4. The professional reputation on the part of the applicant firm and each individual attorney for providing high-quality services and demonstrating sound judgment, integrity, and reliability.

5. Familiarity with laws and regulations governing Minnesota local governments and operating procedures relative to the conduct of city business.
6. Demonstrated expertise in land use and zoning law as it relates to municipalities.
7. Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City.
8. The applicant's ability to work cooperatively with the City Council, City Administrator, City employees, boards and commissions, and members of the business community and general public as demonstrated by positive current client references.
9. Cost of providing basic and hourly services as per the submitted retainer fee and hourly rate schedule. (Though cost of service is important to the City Council and City Administrator, it is not, necessarily the most critical factor in evaluating a firm's RFP submittal).
10. Supplemental information submitted by the applicant.

VIII. ORAL PRESENTATION

After a review of the written proposals, the designated "City Attorney" and alternate "City Attorney" will be invited to make an oral presentation of their proposal. The intent of the oral presentation is to provide the "City Attorney" an opportunity to clarify his/her proposal and to introduce him/herself to the selection committee. The City Administrator will assemble a selection committee to hear oral presentations and to make a recommendation to the City Council on which firm should be selected. After confirmation by the City Council, the successful consultant will have ten (10) business days to work with the City Administrator to create a mutually agreeable contract for these professional services. That contract will then be forwarded to the City Council for formal adoption.

IX. TERMS AND CONDITIONS

1. The City of Mayer reserves the right to cancel or amend the Request for Proposals at any time. The City of Mayer reserves the right to determine the successful respondent. The City of Mayer reserves the right to reject any or all proposals.
2. The City of Mayer will not be liable for any costs incurred by the firm responding to this request.
3. The firm shall not assign any interest in this proposal and shall not transfer any interest in the same without the prior written consent of the City of Mayer.
4. For the purposes of this agreement, the consultant shall be deemed to be an independent contractor, and not an employee of the organization. Any and all agents, servants, or employees of the firm or other persons, while engaged in the performance of any work or services required to be performed by the City of Mayer under this agreement, shall not be considered employees of the City and any and all actions which arise as a consequence of any act or omission on the part of the firm, its agents, servants, employees or other persons shall in no way be the obligation or

responsibility of the City. The consultant, its agents, servants, or employees shall be entitled to none of the rights, privileges, or benefits of organization employees except as otherwise may be stated herein.

5. No official or employee of the City of Mayer who exercises any responsibilities in the review, approval or carrying out of the proposal shall participate in any decision which affects his or her direct or indirect personal or financial interest.
6. The consultant agrees to comply with the provisions of all applicable federal, state, and City of Mayer statutes, ordinances, regulations and policies pertaining to civil rights and nondiscrimination including without limitation Minnesota Statutes, Section 181.59, incorporated herein by reference.
7. The consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws relating to data privacy or confidentiality. Consultant shall immediately report to the City any requests from third parties for information. All data created, collected, received, stored, used, maintained, or disseminated by consultant in performing its obligations is subject to the requirements of the Act, and consultant must comply with those requirements as if it were a government entity. The City agrees to promptly respond to inquiries from consultant concerning data requests. Consultant agrees to hold the City, its officers, department heads and employees harmless from any claims resulting from consultant's failure to disclose data maintained by Consultant authorized for release by the City, and from consultant's unlawful disclosure or use of data protected under state and federal laws.

X. CONTRACT ETHICS

1. No elected official or employee of the City who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any City employee or Councilmember or for any City employee or Councilmember to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The firm shall not accept any client or project that places it in a conflict of interest with its representation of the City of Mayer. If such a conflict of interest is subsequently discovered, the City shall be promptly notified.

Request for Proposals and Selection Schedule

City Council Approval of RFP: December 11, 2017

Distribute RFP: December 13, 2017

Opportunity to Submit Written Questions: December 13 - January 3, 2018

RFP Submittal Deadline: January 10, 2018

Selection Committee Review of Proposals: January 11 - 15, 2018

Interviews: January 16 – 22, 2018

Selection of City Attorney: February 12, 2018

Transition Period: February 13 – March 31, 2018

Start Date: April 1, 2018

INVESTMENT ADVISORY AGREEMENT

**City of Mayer, MN
413 Bluejay Avenue
Mayer, MN 55360-0102**

This Agreement is entered into as of the Effective Date (described below) between Ehlers Investment Partners, LLC (referred to as “Advisor,” or “we,” “us,” or “our”), and the municipal government entity named above (referred to as “Client,” “you” or “your”). The parties agree as follows:

1. THE PROGRAM; ADVISOR AND AFFILIATES; RECEIPT OF DOCUMENTS; QUESTIONS AND RISKS

- (a) Advisor and Advisor’s Affiliates. Advisor is an investment adviser registered with the United States Securities and Exchange Commission (“SEC”). Advisor previously conducted business under the name “BBE Community Investment Partners, LLC.” Advisor provides municipal governments a program of investment management services which includes cash flow analysis and forecasting, and related services known as investment advisory services (the “Program”), including the following (all the “Services”):
- Assisting Client in establishing investment objectives, consistent with Client’s risk tolerance, financial needs and goals, and Client’s Investment Policy Statement (as described below);
 - Assisting Client in establishing asset allocation mix based on Client’s financial position, cash flow, risk preference, time horizon, and the Investment Policy Statement;
 - Setting up a Client safekeeping account (“Program Account”), as defined below, with a qualified bank, brokerage firm or other financial institution (“Custodian”).
 - Assisting Client in transfer of assets to and from Program Accounts, as directed by Client, for safekeeping;
 - Implementing trades and account management, as described in paragraphs 4 and 5;
 - As requested by Client, preparing periodic performance reports regarding the Program Account;
 - Meeting with Client, as needed, for updates of ongoing investment planning and portfolio review;
 - At the direction of Client, contracting with third-parties to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable; and
 - With direction from Client, preparing a cash flow forecast to aid in determining funds available for investment.
- (b) Agreement Governs Services and Program. Client’s participation in the Program, the Services, and the management of Program Account will be governed by the terms of this Agreement.
- (c) Advisor’s Affiliated Companies. Advisor is one of the affiliated financial services companies comprising the Ehlers Companies, which also include Bond Trust Service Corporation, which provides paying agent services, and Ehlers & Associates, a registered municipal advisor, which provides municipal advisory services to government and not for profit entities. It is not anticipated that one of these affiliates will provide services for Client under this Agreement. If Adviser determines to engage the services of a company affiliated with it in providing advisory services to Client pursuant to this Agreement, Advisor will disclose such engagement to Client and Client may instruct Adviser to terminate such relationship at any time. Advisor, Bond Trust Service Corporation, and Ehlers & Associates do not share fees except through common ownership of Ehlers Companies.
- (d) Program Account and Custodian. You will or have established the Program Account (defined below) with the Custodian (identified below) who will hold and maintain the Program Assets (defined below) in your name. You have or will identify the initial assets that will comprise the Program Assets, either on Exhibit A attached hereto and incorporated herein by this reference or on forms now or hereafter supplied by Advisor or Custodian.

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- (e) Receipt of Documents. You acknowledge you have received and had the opportunity to review and ask our investment adviser representative assigned to your account (the “Representative”) questions about the following documents:
- (i) our Brochure, Form ADV Part 2A (the “Brochure”),
 - (ii) the Brochure Supplement for our Representative (the “Brochure Supplement”),
 - (iii) our Notice of Privacy Policies summarizing our policies regarding your personal information, and
 - (iv) a copy of this Agreement.
- (f) Opportunity to Discuss Questions. You have had the opportunity to discuss with the Representative:
- (i) the anticipated types of investments in which the Program Account will invest, which shall be permitted investments under applicable state statute or client-specified investment policy;
 - (ii) the investment strategy (the “Strategy”) the Representative expects to use in managing the Program Assets;
 - (iii) the risks of the Program, these and types of investments;
 - (iv) the fees you will pay and the other expenses the Program Account will incur in the Program; and
 - (v) the circumstances where we have economic incentives and conflicts of interests to place our interests ahead of yours.
- (g) Acceptance of Risk. You acknowledge and agree that the Program Account will be managed by Advisor and Representative on a non-discretionary basis: You acknowledge you understand and agree to accept the risks, fees, costs, and conflicts of interest associated with this Agreement and your participation in the Program.

2. CUSTODIAN, ACCESS TO ACCOUNT INFORMATION, THE PROGRAM ACCOUNT, AND THE PROGRAM ASSETS

- (a) Custodian and Program Account. To participate in the Program, your assets must be maintained in account(s) under your name (the “Program Account”) with one or more qualified custodians (collectively, if more than one, the “Custodian”). Your account with the Custodian will be governed by separate agreements between you and the Custodian, and you will be solely responsible for negotiating the terms of such agreements. The Program Account will bear the fees and expenses of the Custodian and of transactions for the Program Assets, according to your agreement with the Custodian. These costs will be separate from and in addition to the Advisory Fees your account pays.
- (i) The Custodian will send you at least quarterly a statement for the Program Account reflecting the Program Assets received or disbursed by the Custodian, the amount of fees or expenses paid from the Program Account, the transactions occurring with respect to the Program Account, and a summary of the Program Account’s positions and values, as of the end and for the period covered by such statement. You authorize the Custodian to send copies of its statements and confirmations of transactions to us and your Representative, along with an indication that the statements have been sent to you, and to permit us and the Representative to electronically view and download Program Account information. You grant us unrestricted access to your account information.
- (b) Program Assets. The “Program Assets” refer, collectively, to the assets maintained by the Custodian for the Program Account, including without limitation, the income, gains, and additions thereto, as reflected on the Custodian’s records from time to time. An asset becomes a Program Asset as of the date the asset is posted by the Custodian to the Program Account (which may be different than the trade date or settlement date).
- (i) We will not manage or be responsible for taking any action with respect to an asset unless and until it becomes a Program Asset, even if such asset is otherwise held or maintained by the Custodian. You

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shall be solely responsible for the investment and reinvestment of your assets, and you will bear the risk of market fluctuations and any decline (or increase) in value, until such assets have become Program Assets.

- (ii) Client acknowledges that during the term of this Agreement, there will be periods of time when neither Client nor Advisor will be able to effect transactions for Client's assets (such as, for example, when an asset is being transferred, purchased, exchanged, or redeemed), or when Program Assets will be subject to limitations or restrictions on transfer, purchase, exchange, or redemption imposed by a mutual fund company or other issuer, and Client agrees to bear the risk of market fluctuations and any decline (or increase) in value during such periods.

3. THE PROGRAM AND THE PROGRAM ACCOUNT

(a) Suitability Information.

- (i) Representative will assist Client in completing an account profile to collect information regarding the Client's financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the Program Account (all the "Suitability Information"), as well as any reasonable investment restrictions the Client wishes to impose.
- (ii) Representative will assist Client to develop an investment policy statement (the "IPS") which summarizes a range of factors affecting the recommendations Advisor makes for the Program Account, which may include, initial asset classes and allocation targets, minimum quality and duration standards, risk tolerance and volatility limits, diversification requirements, and expectations for account rebalancing to maintain designated targets. However, Client recognizes there will be times when, in Advisor's judgment, deviation or modification from any guideline, policy, target, or minimum standard, limit, requirement, or expectation contained in the IPS is appropriate, and Client hereby agrees, consents, and ratifies each such deviation or modification.

- (b) Non-Discretionary Account. Except as otherwise provided herein, Advisor shall not exercise discretion with respect to the Account or transactions. Advisor will provide continuous and regular investment management services with respect to the Program Assets, including ongoing responsibility to make recommendations, based upon the needs of the Client, as to specific cash and security investments the Program Account may purchase or sell, guided by the Suitability Information, Investment Policy Statement, applicable State Statutes and information provided to Advisor from time to time, and if such recommendations are accepted by the Client, Advisor is responsible for arranging or effecting the purchase or sale of such investments. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Program Account. Client may also withdraw funds or securities from the Program Account by giving notice to Advisor and Custodian.

4. ADVISOR'S AUTHORITY.

- (a) Authority to Act for Client and the Program Account. In the performance of Advisor's responsibilities under this Agreement:

- (i) Client authorizes Advisor and Representative, at Client's risk:
 - (A) to issue instructions or orders to Custodian: to purchase, sell, exchange, redeem, or otherwise effect transactions involving the Program Assets, as they deem necessary or proper to manage the Program Account consistent with the Suitability Information;
 - (B) to transfer Program Assets to one or more accounts maintained at a qualified custodian with an accountholder registration identical to the Program Account (each a "Transferee Account"), which Client must specifically identify (e.g., by name of qualified custodian, account registration, and account number); provided,

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- if the Transferee Account is intended to be a Program Account, Client has designated it as such on forms as Advisor or Custodian request, and furnished a copy of this Agreement to its Custodian, in which case Advisor is specifically empowered to transfer assets to and from such Program Account, as necessary, consistent with its management responsibilities; or
 - if the Transferee Account is not a Program Account, Client has authorized Advisor in writing to make specific transfer(s) to (but not from) the Transferee Account and a copy of that authorization is provided to the qualified custodian; and
- (C) to perform acts necessary or convenient for the efficient management or administration of the account or performance of Advisor's obligations under this Agreement; provided, in no event shall Advisor have such authority as to constitute actual or constructive custody of the Program Assets (other than the authority with respect to the payment of the Advisory fees);
- (D) provided, Advisor shall not have any authority: to obtain possession of the Program Assets (except in payment of the Advisory Fees, as provided below); or to cause the transfer or distribution of any of the Program Assets out of a Program Account (other than in connection with usual trading or transactions for the Program Account), except to an account with a qualified custodian with an accountholder registration identical to the Program Account; and
- (ii) Client specifically agrees that all authority granted in this Agreement to act on behalf of Client and the Program Account is granted solely to Advisor, and the descriptions of authority that refer to the Representative are limited to authority Advisor grants to Representative to provide investment advisory services on Advisor's behalf for Client and the Program Account. Advisor may limit or terminate any authority granted to a Representative in our discretion; and all such authority to act terminates immediately upon Advisor's termination of such authority.
- (b) Evidence of Advisor's Authority. Advisor may provide a copy of this Agreement to any Custodian, broker, or other third-party, as evidence of Advisor's authority to act for you and the Program Account.
- (c) Reliance on Suitability Information and Investment Policy Statement. Client shall provide Advisor with accurate, complete, and current Suitability Information and Investment Policy Statement necessary for Advisor to manage the Program Assets and provide the services pursuant to this Agreement.
- (i) Client acknowledges the Representative and Advisor have and will rely on the Suitability Information and Investment Policy Statement in making investment recommendations for the Program Account. Client agrees to notify Representative and Advisor promptly, in writing, of changes in the Suitability Information and Investment Policy Statement, such as any new or changed information regarding Client's financial condition or needs, tolerance for risk, investment time horizon, or investment objective, or changes in the Client's asset allocation targets, or investment restrictions, or other matters, as expressed in the Investment Policy Statement, or any other matter that would be material to the investment advice or other services Advisor provides for Client.
- (ii) Client agrees that neither Representative nor Advisor, nor any of Advisor's directors, officers, employees, or agents will be responsible or liable as a result of Client's failure to provide Advisor with timely, accurate, and complete Suitability Information, or to notify Advisor of any new or changed information, as described in the preceding paragraph. Client agrees to hold all of Advisor and Advisor's affiliates, and all of such persons harmless and to indemnify each of them for any loss, liability, damage or expense (including without limitation, reasonable attorneys' fees) incurred by any of them, arising from or related to Client's failure to ensure that the Suitability Information or Investment Policy Statement is timely, accurate and complete, or Client's failure to notify Advisor of any new or changed information that would be material to the investment advice or other services Advisor provides.

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- (A) Client is not waiving any right or remedy Client would have against Advisor or Representative under the Investment Advisers Act of 1940 or other federal securities laws.
- (d) No Guarantees Regarding Profits or Limitation of Losses. Advisor cannot guarantee that participation in the Program will be profitable or that Client losses will be limited. Client agrees to bear the risk of losses resulting from investing the Program Assets in the Program.
- (e) Tax Consequences. Client acknowledges that Advisor is not acting as a tax accountant or lawyer for Client, and neither Advisor nor Representative has provided Client with any tax opinions or legal advice with respect to the Program. The purchase, sale, exchange, and redemption of Program Account investments will generally be treated as taxable events. Client has consulted its tax advisor or otherwise understands the potential tax consequences of the Program.

5. EXECUTION OF ACCOUNT TRANSACTIONS

- (a) Brokerage Discretion. Client agrees each portfolio manager for the Program Account (whether a Representative or Advisor's Investment Committee) is granted the authority to effect transactions with or through a broker-dealer selected in the portfolio manager's discretion, which may be the Custodian or a broker-dealer affiliated with the Custodian.
- (b) DVP Transactions. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP), and except as provided below with respect to Aggregation of Orders and Block Trading, all transactions for the Account shall be effected independently of transactions for Advisor's other clients.
- (c) Instructions by Advisor's Authorized Personnel. Instructions of Advisor to Custodian shall be made in writing or, at the option of Advisor, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Advisor in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Advisor such periodic reports concerning the status of the Account as Advisor may reasonably request.
- (d) Selection of Brokers. In selecting brokers, the portfolio manager will consider the full range and quality of the broker's services, including, among other things, execution capability, cost, financial responsibility, responsiveness, and the value of research and other services; provided, the manager will not recommend a broker solely on the basis of the lowest possible commission cost, but rather, Advisor will determine whether the broker has the ability to provide the best overall qualitative execution considering all factors, including services that benefit our firm.

6. AGGREGATION OF ORDERS AND BLOCK TRADING

- (a) Authority, But No Obligation, to Engage in Block Trading. Client hereby grants each portfolio manager for the Program Account the authority, but Client relieves them of any obligation, to aggregate orders for the Program Account with orders for other accounts for the purpose of "block trading." Client acknowledges that if orders for the Program Account are not aggregated with other orders into block orders, Client will not receive the benefits of potentially lower transaction costs, timelier or better execution, volume discounts, or other efficiencies that might be obtained by accounts whose orders are aggregated. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor.
- (b) Average Price Account. Although the practices of portfolio managers may vary, block orders, if any, are typically effected through an "average price account" or similar account such that transactions for accounts participating in the order are averaged as to price and transaction costs. If a portfolio manager cannot obtain complete execution of the entire aggregated order at prices or for transaction costs that the portfolio manager believes are desirable, the portfolio manager will allocate the securities or proceeds of the orders that were

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executed among the participating accounts according to the portfolio manager's internal order allocation procedures. Such allocations must be consistent with its fiduciary duty to manage accounts fairly and non-preferentially over time, to the extent within its reasonable control.

7. ADVISORY FEES AND OTHER EXPENSES OF THE ACCOUNT, PROGRAM ASSETS, AND PROGRAMS

- (a) Advisory Fee Rates. For the term of this Agreement, you agree to pay or cause to be paid in arrears, the Advisory Fees calculated according to the terms of paragraph (b) and the attached Schedule of Fees.
- (b) Advisory Fees Payable Monthly in Arrears. Advisory Fees are calculated and payable monthly in arrears according to the Fee Schedule as attached hereto or subsequently amended, based on the average daily market value of Program Assets. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month (or as of the last day of the term of this Agreement). Payments for services are due 30 days from invoice date. Client may authorize electronic payment of Advisory Fees. Advisory Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.
 - (i) The Advisory Fees do not include the additional costs Client will incur for mutual funds, ETF's, and other investment companies (such as 12b-1 Fees); the Brokerage and Investment Expenses; and any Custodial Expenses, as described in our Brochure; and any other costs not strictly included in the Advisory Fee.
 - (ii) Except as provided below, the value of the Program Assets shall be determined by reference to the valuations provided by or available from the Custodian (including without limitation, through any electronic system made available to Advisor). If the last trading day of a calendar month or other period for which Advisor calculate Advisory Fees is different than the last day of a Custodian's reporting or statement period, Advisor may value Program Assets maintained by the Custodian as of the close of the Custodian's reporting or statement period, as Advisor shall select on a consistent basis for each Custodian.
- (c) Advisor's Determination of Fair Value. In the event the Custodian does not value any Program Asset, or Advisor determines the Custodian's value of an asset is materially inaccurate, such asset shall be valued by Advisor in good faith to reflect its fair value. Money market accounts and bank accounts, if any, shall be valued as of the valuation date. Transactions that have not settled may be included in either the current or the following billing period, as determined by us for each Custodian a consistent basis.
- (d) Deduction and Payment of the Advisory Fees from the Program Account. Unless Client instructs on the Schedule of Fees that all fee payments will be made by it directly to Advisor, all Advisory Fee payments will be made by deduction from the Program Account immediately upon presentation of Advisor's fee invoice to the Custodian. Custodian is authorized and directed to deduct the Advisory Fees directly from the Program Account and pay the Advisory Fees to Advisor when due, according to Advisor's instructions, without prior notice to or further consent from Client. Client agrees to provide Custodian with such additional documentation as Advisor or Custodian requests authorizing and directing the Custodian to deduct the Advisory Fees from the Program Account and to pay the Advisory Fees to Advisor when due. Client authorizes Advisor to manage the Program Account to provide sufficient cash will be available in the Program Account to pay the Advisory Fees; however, in the event available cash is not sufficient at the time Advisory Fees are payable, Client agrees to authorize promptly the liquidation of securities in an amount sufficient to pay the Advisory Fees.

8. OTHER DIRECT AND INDIRECT EXPENSES

- (a) Additional Fees and Expenses. Client understands that in addition to the Advisory Fees, the Program Account will also incur the following direct and indirect fees and expenses:

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- (i) costs of transactions placed through the Custodian or other brokers: the Program Account will be responsible for brokerage commissions, sales charges, ticket charges, exchange fees, redemption fees, mark-ups, mark-downs, and dealer spreads paid to or received by any broker in connection with transactions involving the Program Assets; fees for floor brokerage, electronic transaction networks, and exchanges; fees and expenses pursuant to a Custodial Agreement or any agreement with a broker, including without limitation, fees or expenses for postage, deliveries, additional services, wire transfers, taxes; and other third-party expenses with respect to the Program Assets or the Account;
 - (ii) custodial charges: the Program Account will be responsible for any charges imposed by the Custodian for services in maintaining custody and delivering the Program Assets, according to Client's separate agreement with the Custodian;
 - (iii) mutual fund and other investment company charges: the Program Account will be responsible for the fees and expenses that are deducted from the net asset value of mutual funds, money market funds, and other investment company securities held by the Program Account (and which constitute indirect expenses of the Program Account), including without limitation, internal operating and investment expenses of such funds or marketing and distribution fees (known as "12b-1 Fees"), servicing fees, sub-accounting fees, internal fund management fees; and
 - (iv) short-term trading or redemption fees: the Program Account will be responsible for the fees imposed by mutual funds or variable annuities for short-term trading or early redemptions or exchanges made within short periods of time (typically 1% - 2% of the amount originally invested).
- (b) Availability of Lower Cost Services. You acknowledge that the Advisory Fees and other expenses charged to or borne by the Program Account may be higher than the fees and expenses charged for advisory programs or services offered through other investment advisors for similar products and services. You acknowledge that you can purchase mutual funds directly from a mutual fund company or through a broker of your choosing without participation in the Program; however, in that event you would not receive the benefit of our advice, which is intended to select and manage suitable investments for the Program Account.
- (c) Additions and Withdrawals of Program Assets. Subject to the Program's Terms and Conditions, the procedures of the Custodian, and to usual and customary securities settlement procedures, you may make additions to and withdrawals of Program Assets from the Program Account at any time; provided, we may exercise our right to terminate this Agreement and close the Program Account if the value falls below the minimum account size stated in this Agreement.

9. MINIMUM ACCOUNT SIZE; MINIMUM FEE

- (a) No Minimum Account Size. We do not require a minimum account size.
- (b) No Minimum Fees. We do not charge a minimum fee.

10. NON-EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we may provide investment advisory services to other clients and receive fees for such services. The advice given and the actions taken with respect to such other clients, or with respect to accounts owned or controlled by us, the Representative, members, directors, officers, employees or agents may differ from advice given or the timing and nature of actions taken with respect to your account. You further recognize that transactions in a specific security may not be accomplished for all of our accounts at the same time or at the same price. You acknowledge that in managing the Program Account, we may purchase or sell securities in which we, the Representative, or our officers, directors, employees, or agents have or may acquire, directly or indirectly, a position or interest.

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11. PROXY VOTING

We shall not have any obligation or authority to take any action or render any advice with respect to the voting of proxies for securities held for the Program Account. You (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 [“ERISA”]), expressly retain the authority and responsibility for voting all proxies, and we are expressly precluded from rendering any advice or taking any action with respect to the voting of any proxies.

12. ASSIGNMENT

This Agreement shall be binding on Client’s successors, administrators, and permitted assigns. We may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without your consent. Your consent to an assignment may be oral, and may be obtained through “negative consent” (among other permissible methods) in a manner consistent with our understanding of guidance of the Securities and Exchange Commission or its Staff.

13. TERM AND TERMINATION

- (a) Agreement in Effect as of Effective Date. This Agreement shall be in effect as of the Effective Date and shall continue until terminated by either party at any time without penalty upon written 30 days’ written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising prior to such termination.
- (b) Client Responsibility Upon Termination. Upon termination of this Agreement, you shall have the exclusive responsibility for managing your assets, and we shall have no further obligation to act or provide advice with respect to the Program Account or your assets. After this Agreement has been terminated: you will be charged commissions, sales charges, and transaction, clearance, settlement, and custodial charges, at prevailing rates, by any broker-dealer; you will be responsible for monitoring all transactions and assets; and we shall not have any obligation to monitor or make recommendations with respect to the account or those assets.
- (c) Refund Upon Termination. Recognizing that Advisory Fees are payable in arrears, if you terminate this Agreement within five (5) business days of the Effective Date, and for some reason you have prepaid any Advisory Fees, you shall receive a full refund thereof. Alternatively, if this Agreement is terminated more than five (5) business days after the Effective Date, and for some reason you have prepaid any Advisory Fees, any prepaid Advisory Fees (if any) shall be applied to the prorated Advisory Fees payable for the last calendar month based on the number of days this Agreement was in effect during such month and the unearned portion shall be refunded to you within 30 days, and the Program Account shall be charged for any balance due. Upon termination of this Agreement, the Program Account will be charged the customary fees and commissions charged by Custodian and the Custodian’s fees for its services with respect to closing the Program Account and holding, transferring or liquidating the Program Assets.

14. REPRESENTATIONS

Each individual acting on behalf of a municipality, corporation, partnership or limited liability company (each of which is referred to as a “person”) represents that the execution of this Agreement has been duly authorized by appropriate action of the governing body of such person, and that such individual has full power and authority to enter into this Agreement on behalf of such person; (ii) the terms hereof do not violate any agreement or obligation by which such individual or person is bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized by such person and shall be binding according to its terms; and agrees to advise Advisor of any material change in such individual’s authority or the propriety of maintaining the Program Account. Client shall deliver to Advisor evidence of any such individual’s authority to act on behalf of Client, as Advisor or any Custodian shall request from time to time.

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15. RISK AND LIABILITY

- (a) Risk of Loss. Client recognizes that there may be loss or decline in the value of any of the Program Assets. Client represents that neither Advisor, nor Advisor's affiliates or anyone associated with Advisor (including without limitation Representative, or any directors, officers, employees or agents) has made any guarantee, either oral or written, that the Program Account's investment objectives will be achieved. Neither Advisor nor any of its affiliates or such persons shall be liable for any loss incurred by reason of any act or omission by Custodian, or a third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that you may have under applicable state or federal law, including without limitation the state and federal securities laws.
- (b) Errors and Omissions Insurance. Advisor shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Advisor to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.

16. LEGAL PROCEEDINGS

Neither Advisor nor anyone associated with Advisor or Advisor's affiliates (including without limitation Representative) shall render advice or take any action with respect to legal proceedings involving or related to any of the Program Assets, or the issuers thereof, including without limitation, bankruptcies or class action lawsuits. You hereby expressly retain the right and obligation to take all action necessary to file responses, proofs of claim, or pleadings, and take all other actions related to any such proceeding.

17. NOTICES AND DOCUMENTS

- (a) Any notice or document (including an executed counterpart of this Agreement) required or permitted by this Agreement shall be sufficient if made in writing, signed by the communicator, and sent by pre-paid first-class United States Mail or by pre-paid overnight delivery through a national delivery service, or transmitted by facsimile transmission to the addressee.
- (i) Any notice or document which is mailed shall be deemed to have been given on the third business day after the date of mailing; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of mailing; and
- (ii) Any such notice or document which is transmitted by facsimile or by pre-paid overnight delivery through a national delivery service shall be deemed to have been given on the business day following the business day on which it is transmitted or deposited with the national delivery service; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of transmission or deposit with the delivery service;
- (iii) All notices or communications to Advisor shall be sent to Advisor's principal business location, or to the facsimile number at its principal business location, addressed to the attention of the President, as shown on the front of this Brochure.
- (iv) All notices or communications to the client will be sent to the address or facsimile number for client, as shown on Advisor's records pertaining to client or the Program Account.
- (b) If client consents to electronic delivery of Electronic Communications, as described below, the parties may use such methods to deliver notices and documents required or permitted by this Agreement (including an executed counterpart of this Agreement), in addition to the methods described in subparagraph (a) above. In that event, delivery of the notice or document shall occur upon the recipient's actual receipt of the Electronic Communication (for example, a text message, or email message actually received in the recipient's agreed email account); or notice of availability of the Electronic Communication (for example,

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notice that a message or attachment is available on Advisor's website) in a manner consistent with such paragraph.

18. CONSENT TO ELECTRONIC DELIVERY

- (a) You hereby agree that if you provide us an Email Address (on the Signature Page to this Agreement or in any subsequent communication), we may, but we are not required to, deliver electronically to you, and you hereby consent to receive electronically, instead of receiving paper documents, any or all of the Electronic Communications (described below), on the terms and conditions described in this paragraph and in the Terms And Conditions For Electronic Delivery, which is incorporated herein by this reference. The agreements and consents in this paragraph are referred to as the "Consent."
- (b) The "Electronic Communications" means all disclosures, notices, and other communications relating to the account established between Client and Advisor pursuant to this Agreement (including an executed counterpart of this Agreement), or otherwise related to Advisor's obligations or position as Client's investment adviser, other than any document Client has specifically requested to be delivered in paper form. Client agrees that the following documents and all annual amendments and any notices related to them may be treated as Electronic Communications and may be delivered to Client electronically, in Advisor's discretion:

Form ADV, Part 2A Brochure and Part 2B Brochure Supplement for Representatives and other Supervised Persons; Summary of Material Changes to the Brochure; Notice of Privacy Policies; annual amendment of any of such documents; any disclosure, notice, consent, "negative consent," or document that Advisor (or any successor) is required or permitted to provide or deliver in connection with any business reorganization, sale, transfer, or assignment; and any other disclosure, notice, consent, "negative consent," or document that Advisor (or any successor or affiliate) is required or permitted to provide or deliver to Client under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission.

- (c) The Consent is effective on the Effective Date and will remain in effect until you or we revoke it. Each person included as a "Client" may revoke or restrict the Consent at any time as to such person and receive in paper form any or all documents required to be provided to such person in paper form, by written notice sent to the following address: **Ehlers Investment Partners, LLC, Attention: Compliance, N21W23350 Ridgeview Parkway West, Suite 100, Waukesha, WI 53188 (the "Notice Address")**. The legal effectiveness and validity of an Electronic Communication that was valid and proper when delivered shall not be affected by any subsequent revocation or restriction of the Consent, or subsequent request for delivery of paper copies of Electronic Communications.
- (d) You may also request paper copies of any Electronic Communication without revoking the Consent by written request to the Notice Address. We may charge a reasonable fee for paper copies of any Electronic Communication otherwise deliverable to you electronically; provided, we shall not charge any fee for delivery of the Brochure, summary of material changes to the Brochure, Brochure Supplement, Notice of Privacy Policy, or any other document we are required by law to provide to you without charge.

19. GOVERNING LAW

This Agreement and all of the terms herein shall be construed and governed according to the laws of the State of Wisconsin, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

20. ENTIRE AGREEMENT

This Agreement (including without limitation the exhibits to this Agreement) represents the parties' entire understanding with regard to the matters specified herein, and no other agreements, covenants, representations,

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or warranties, express or implied, oral or written, have been made by any party to the other party concerning the subject matter of this Agreement. This Agreement supersedes all prior understandings and agreements between Client and Advisor relating to the subject matter of this Agreement.

21. SEVERABILITY

The provisions of this Agreement shall be severable. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

22. AMENDMENTS

We shall have the right to amend this Agreement by modifying or rescinding any of its provisions (including without limitation, the Fee Schedule and Advisory Fees) or by adding new provisions; and any such modification, rescission, or new provision shall be effective as of the first day of the first calendar quarter beginning 30 days or more after we notify you, unless you terminate this Agreement prior to such effective date.

23. PRE-DISPUTE ARBITRATION AGREEMENT

Any controversy or dispute that may arise concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration; and the arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. Judgment upon the award may be entered into by any court, state, or federal, having jurisdiction.

The parties agree that any arbitration proceeding shall be held in Waukesha, Wisconsin, or as close thereto as reasonably possible, as determined by the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration.

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated.
- The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as

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a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

24. MISCELLANEOUS

All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be binding on the parties as if executed in one document.

25. THE EFFECTIVE DATE; THE PARTIES

Once this Agreement has been executed on behalf of Adviser and Client, the “Effective Date” shall occur on the earlier of (i) the date a fully executed counterpart of this Agreement is deemed to be received by the other party following mailing, facsimile transmission, deposit with national delivery service, or electronic transmission by the last party to execute this Agreement, pursuant to paragraph 17; (ii) the date the last party to execute this Agreement otherwise communicates acceptance of this Agreement to the other party (which may be oral); or (iii) the date Advisor begins to provide advisory services pursuant to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 23 BEGINNING ON PAGE 11.

Each person executing this Agreement on behalf of Client acknowledges they have received, read, and understand this Agreement and the Program.

CLIENT:

Client Signature

 Margaret McCallum
 Name (Print)

 City Administrator
 Title or Capacity

 41-1444213
 Taxpayer Identification Number

 413 Bluejay Avenue
 Street Address

 Mayer MN 55360
 City State ZIP

Date of Execution: ____/____/____

EHLERS INVESTMENT PARTNERS, LLC
N21W23350 Ridgeview Parkway West, Suite 100
Waukesha, WI 53188-1015

By: _____
 Kenneth J. Herdeman, President

Date of Execution: ____/____/____

Email Address for Electronic Communications: _____

By providing an Email Address above, Client consents to the terms of paragraph 18 of the Advisory Agreement and the accompanying **TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY**, and agrees that Advisor may, but is not required to, deliver **Electronic Communications** to Client at or through the Email Address for all accounts Client establishes with Advisor, until such consent is revoked, as provided in the Advisory Agreement.

CLIENT:

Client Signature

 Name (Print)

 Title or Capacity

 Taxpayer Identification Number

 Street Address *(only if different from first Client)*

 City State ZIP

Date of Execution: ____/____/____

NAME OF REPRESENTATIVE:

 Jack Fay

NAME OF INITIAL CUSTODIAN:

 TD Ameritrade Institutional

EXHIBIT TO INVESTMENT ADVISORY AGREEMENT TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

(Except as provided below, terms used in this Exhibit have the same meanings as provided in the Advisory Agreement to which this Exhibit is an exhibit.)

Client agrees Advisor may deliver Electronic Communications to Client using any method or technology now or hereafter permissible pursuant to rules or guidance of the Securities and Exchange Commission or its Staff. This currently includes using any of the following:

Email: Advisor may send an electronic mail message (“email”) to the email address designated by Client in the Advisory Agreement or in any separate communication from Client to Advisor (the “Email Address”), and Advisor may attach Electronic Communications to the email or may include in the email a hypertext link with the Internet address (URL) where the Electronic Communication can be accessed, or

Website Communications: Advisor may notify Client, by paper document or by an email sent to the Email Address, that an Electronic Communication is available for electronic delivery (download) from a Website identified in such notice, and will provide instructions explaining the delivery process. Client may be required to establish an account, UserID, and password to access or download the Electronic Communication.

Client acknowledges that technical or other problems may result in Client not receiving Electronic Communications from Advisor. Client agrees that if a hypertext link to an Electronic Communication does not work or if Client is otherwise unable to access or download an Electronic Communication, Client will notify Advisor in writing at the Notice Address and request a paper copy of the Electronic Communication.

Client agrees to access and review promptly Electronic Communications sent to the E-Mail Address and, if applicable, through any account for Client on Advisor’s or a Custodian’s Website, to ensure Client is aware of time-sensitive information. Client agrees to notify Advisor, in writing (written or electronic), of any discrepancies within ten business days after Advisor sends an email or makes other Electronic Communication available to Client.

Each Electronic Communication (and the information therein) shall be deemed to be accurate and true unless Client notifies Advisor, in writing, of any discrepancy within such ten-day period. Client’s notices of discrepancies shall be sent to Advisor at the Notice Address and must include the name(s) of the account holder(s) of the Account to which such discrepancy pertains.

Client understands and agrees that Client is responsible for establishing and maintaining the Email Address and access to the Internet. Advisor is not responsible for Client’s access or lack of access to the Email Address or the Internet. It is Client’s obligation to notify Advisor of Client’s Email Address, and of any changes to or problems with the Email

Address. Advisor may take up to ten business days to take action in response to Client’s notice of a change to or problems with the Email Address. All notices regarding the Email Address must be in writing and sent to Advisor at the Notice Address. Advisor will deliver paper copies of Electronic Communications in the event it becomes aware that the Email Address is not valid or accessible.

Client understands and agrees that Advisor may include Client’s personal financial information in Electronic Communications, even though there is a risk of disclosure to or receipt by unintended third parties. Advisor will implement reasonable precautions to ensure the integrity, confidentiality, and security of Electronic Communications. Client acknowledges that the Internet is not a secure communications network. Electronic Communications are not encrypted. If Client uses an email address provided by or through an employer or third-party, such employer or third-party, any of their employees, or other persons may have access to Client’s Electronic Communications. There is a risk that Electronic Communications may be delivered to an incorrect email address or intercepted by third parties. Unauthorized parties may access communications transmitted over the Internet.

After Advisor has sent or made an Electronic Communication available to Client, Client shall be responsible for maintaining the confidentiality of such Electronic Communication (and any personal financial information therein). Client is responsible for preventing unauthorized access to the Electronic Communications through Client’s computer and through unauthorized use of Client’s UserID or password. Advisor is not liable for unauthorized access to Electronic Communications, or Client’s personal financial information arising from or as a result of third parties obtaining access to Client’s computer, Client’s UserID or password, or the Email Address. Client agrees to notify Advisor immediately if Client suspects or becomes aware of any unauthorized access to Electronic Communications, or Client’s personal financial information.

Advisor will provide Electronic Communications free of charge. However, Client may incur costs to third parties (such as Internet Service Providers and email service providers) in connection with accessing the Internet, establishing and maintaining the Email Address, or downloading, printing or storing Electronic Communications.

Client is responsible for having any necessary hardware, software or other technology to access the Internet, the Email Address, and the Electronic Communications. To receive Electronic Communications, Client will need: a personal computer with appropriate browser software installed, such as Microsoft Internet Explorer© 9.0 or higher (available free of charge at www.microsoft.com) or equivalent, capable of

accessing the Internet and viewing web pages; a connection to the Internet via an Internet Service Provider or similar facility; a monitor; and a valid and accessible Email Address. To retain Electronic Communications, Client will need a printer (for printed copies), or hard drive or other electronic storage device with sufficient free space to download and store the Electronic Communications. Client may download and save, or print the Electronic Communications. Client is solely responsible for performing such downloads, for storing and protecting downloaded Electronic Communications, and for the costs of printing paper copies. Electronic Communications may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Advisor deems appropriate. In order to view or print documents provided in PDF, Client must obtain Adobe Acrobat Reader© 6.0 or higher, which is available free of charge at Adobe's website (located at www.adobe.com) and install it on Client's computer. If Advisor changes to a format other than HTML or PDF, it will provide reasonable advance notice of any new hardware and software requirements for

accessing and retaining the information, and access to appropriate software and technical assistance, if necessary, with respect to such change.

Client agrees that Electronic Communications delivered to Client by any of the methods permitted under the Consent will be treated as having been delivered to Client when Advisor sends or makes the Electronic Communication available to Client, regardless of when Client actually accesses the Electronic Communication.

Client may use email to deliver instructions or orders, to request or authorize any financial transaction, or to provide any notice that requires real-time communication or written authorization, whether required by law, rules of any exchange or regulatory body, or Advisor's policies. However, any instruction, request, order, authorization, or notice sent by Client via e-mail may not be effective or processed by Advisor; and Advisor shall not be responsible for any loss or damage arising from or as a result of any such item not being effective or processed.



SCHEDULE OF FEES

Fee schedule, effective date of 12/05/2017 for the **City of Mayer, MN** (“Client”) for services related to the Investment Advisory Agreement between Client and **Ehlers Investment Partners, LLC** (“Adviser”).

Investment advisory fees shall be incurred for all assets under the management of Adviser. **Investment advisory fees will be charged according to the schedule below based on average daily assets under management calculated on market value of said assets, payable monthly.** Fees are all inclusive of other services provided by Adviser to the Client under an investment advisory engagement.

ASSETS UNDER MANAGEMENT	ANNUALIZED RATE
Less than or equal to \$2,499,999 at	0.200%
Greater than or equal to \$2,500,000 up to \$9,999,999 at	0.175%
Greater than or equal to \$10,000,000 up to \$19,999,999 at	0.150%
Equal to or greater than \$20,000,000	0.100%

Initial cash forecast services and investment recommendations are provided at no charge. Fees as described above apply to actual assets under management if/when investment plan(s) are implemented. Fee arrangements will be memorialized under the Investment Advisory Agreement.

If Client engages Adviser to perform other services not related to cash forecasting or investment management, all services provided to Client by Adviser will be billed based on hours spent at the rate of \$200.00 per hour, or an agreed-upon flat fee amount.

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Request for Council Action Memorandum

Item: Auditor Fee for 2017 Audit and Long Term Financial Management Plan

Meeting Date: December 11, 2017

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

A motion approving the fees of \$23,410.00 for the 2017 audit and \$3,000.00 for the long term financial management update with Abdo, Eick and Meyer and authorizing staff to sign the engagement letter.

Details:

Staff is requesting approval of the fee of \$23,410.00 for the 2017 audit and the \$3,000.00 for the Long Term Financial Management Plan with Abdo, Eick and Meyer and authorization to sign the engagement letter.

Attachments:

None.

CITY OF MAYER, MINNESOTA

RESOLUTION 12-11-17-42

RESOLUTION DESIGNATING PRECINCT AND POLLING PLACE FOR THE 2018 ELECTION

WHEREAS, Minnesota Statute Section 204B.16, states that municipalities must designate polling places for all elections by December 31 for the upcoming year, and

WHEREAS, The City of Mayer has the ability to change the polling location mid-year for an emergency of it the polling place becomes unavailable.

WHEREAS, if the location of a polling place changes, the City of Mayer will send to every affected household with at least on registered voter in the precinct a nonforwardable mailed notice stating the location of the new polling place at least 25 days before the next election.

WHEREAS, The Secretary of State shall prepare a sample of this notice, and a notice that is returned as undeliverable must be forwarded immediately to the County Auditor.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Mayer hereby designates the boundaries and polling for 2018 as follows:

Precinct Name: City of Mayer

Polling Place Location: City of Mayer Community Center/City Hall at 413 BlueJay Avenue, Mayer MN
55360

Adopted this December 11, 2017 by the Mayer City Council.

Attest:

Janell Gildemeister, Deputy Clerk

Mike Dodge, Mayor

December 6, 2017

City of Mayer
413 Bluejay Avenue
Mayer, MN 55360

Re: Contract for Consulting Planning Services for 2018

Dear Mayor and City Council members:

Included with this letter are two contracts for consulting planning services for the year 2018 to be executed by the City of Mayer. It is my understanding the City Council will be reviewing these contracts at one of the upcoming City Council meetings. Once the contracts are signed, they can both be forwarded to Municipal Development Group, LLC for final signatures. Once MDG receives and executes the contracts, one copy will be mailed back to you for your records. The contracts can be mailed to:

Municipal Development Group, LLC
25562 Willow Lane
New Prague, MN 56071

The hourly rate for 2018 is \$90.00 per hour. This is a \$5.00 per hour increase from the 2017 rate. Everything else in the contracts remain the same as the previous contract except the dates have been updated and the federal mileage reimbursement rate was adjusted for the 2018 rate.

If you have any questions or need to contact me for any reason you can reach me by calling direct at 952-855-4596, or you may email me at: jandersonmdg@gmail.com.

Once again it is our pleasure doing business with the City of Mayer.

Sincerely,

John Anderson

John Anderson, Associate
Municipal Development Group, LLC

AGREEMENT FOR CONSULTING PLANNER SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 by and between the City of Mayer, a Minnesota Municipal Corporation and Political Subdivision, hereinafter referred to as the "City" and Municipal Development Group, LLC (MDG), a Minnesota Limited Liability Company, hereinafter referred to as the "Company".

I. DEFINITIONS

- A. City - The "City" shall be defined as the City of Mayer, a Minnesota Municipal Corporation and Political Subdivision.
- B. Company - The "Company" shall be defined as Municipal Development Group, LLC (MDG), a Minnesota Limited Liability Company.
- C. Consulting Planner Services - The "Consulting Planner Services" shall be defined as consulting services relating to municipal planning for the City of Mayer.
- D. Hourly Fee - The "Hourly Fee" shall be defined as an \$90.00 per hour fee charge for Consulting Planner Services. Invoicing will occur on a monthly basis, exclusive of additional reimbursable expenses. See Exhibit A – Rate Schedule, of this Agreement.
- E. Off-Site - "Off-Site" shall be defined as Consulting Planner Services provided for the City at the Company's office.
- F. On-Site - "On-Site" shall be defined as Consulting Planner Services provided at the City offices as opposed to those services provided at the Company's offices.
- G. Reimbursable Expenses - The "Reimbursable Expenses" shall be defined as the expenses associated with the Consulting Planner Services which may include mileage at the federal tax rate (currently at \$0.535 per mile as of the date of this contract), long-distance phone and fax charges, postage, photocopying and supplies directly related to the Consulting Planner Services. See Exhibit A – Rate Schedule, of this Agreement.
- H. Travel Fee - The "Travel Fee" shall be defined as an \$25.00 per hour fee charge for time spent traveling to and from site visits, meetings, on-site hours, etc for the Consulting Planner Services. See Exhibit A – Rate Schedule, of this Agreement.

II. SCOPE OF SERVICES AND FEES

The Company will work with the development applicants, City staff, City consultants, the Planning Commission, the City Council and others on various planning projects as outlined below. It is the intent of this agreement that there will be a close cooperative working relationship between the Company and the City.

Basic services and fees shall include:

- A. The Company shall provide Consulting Planner Services on a scheduled or as needed basis as directed by the City, which may include both On-Site and Off-Site office and meeting hours, at an hourly rate of \$90.00, otherwise known as the Hourly Fee;
- B. As directed by the City, the Company shall attend Planning Commission, City Council or other meetings and travel time to and from these meetings shall be billed at an hourly rate of \$25.00, otherwise known as the Travel Fee;
- C. As directed by the City, the Company shall coordinate/facilitate/review requests for planning approval such as approval of minor subdivisions, variances, conditional use permits, ordinance text and official zoning map amendments, plat review, etc;
- D. As directed by the City, the Company shall implement, administer and enforce the Comprehensive Plan and related local controls such as the Zoning Ordinance and Subdivision Ordinance;
- E. As directed by the City, the Company shall assist with interpretation and/or amendments to the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance as directed;
- F. As directed by the City, the Company shall provide GIS mapping services;
- G. As directed by the City, the Company shall provide other duties related to community development as assigned;
- H. The Company shall invoice the City on a monthly basis. A monthly update of the total hours and projects completed shall be provided to the City;
- I. The Company may provide additional assistance in conjunction with specific projects as authorized by the City such as Comprehensive Plan updates for a lump sum project fee or on an hourly basis; and,
- J. The Company shall be reimbursed for other Reimbursable Expenses directly related to Consulting Planner Services provided for the City, including mileage, long distance phone/fax, photocopies, postage and supplies. The Company shall be reimbursed for mileage at the federal tax rate (currently at \$0.535 per mile as of the date of the contract). Reimbursable Expenses are listed on the attached Exhibit "A" – Rate Schedule.

III. RESPONSIBILITIES

- A. The Company shall respond to inquiries from the City or development applicants in a timely fashion, generally within twenty-four (24) to forty-eight (48) hours.
- B. The Company shall prepare and submit itemized invoices detailing the projects completed and the dates in which services were provided by the tenth (10th) of each month following the service.

- C. If the City requires the Company to provide on-site office hours, the City shall be responsible for providing a work space and computer/printer for the Company to utilize while completing said on-site consulting service hours.
- D. The Company shall provide office space for consulting services provided off-site.

IV. MISCELLANEOUS PROVISIONS

- A. Right of Termination. The City or Company may terminate this Agreement upon thirty (30) days written notice.
- B. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
- C. Amendments. This Agreement can be amended only in writing signed by both parties.

V. TERM OF AGREEMENT

This Agreement covers the period beginning the 1st day of January, 2018 and ending the 31st day of December, 2018, and may be renewed or amended thereafter.

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

CITY OF MAYER, a Minnesota municipal corporation and political subdivision

By: _____

Its: _____

Dated: _____

MUNICIPAL DEVELOPMENT GROUP, LLC, a Minnesota Limited Liability Company

By: _____

Its: _____

Dated: _____

EXHIBIT "A"
RATE SCHEDULE

Hourly Fee	\$90.00 per hour
Mileage	The federal reimbursable tax rate (Currently \$0.535 per mile)
Travel Fee	Actual time spent traveling to and from meetings, site visits, etc. (based on a \$25.00 per hour charge)
Telephone – long distance	Actual long distance charge (based on \$.05 per minute)
Fax – long distance	Actual long distance charge (based on \$.05 per minute)
Photocopies	\$0.10 per 8 1/2 x 11 black & white copy; \$0.25 per 8 1/2 x 11 black & white duplex copy; \$0.80 per 8 1/2 x 11 color copy; \$1.70 per 8 1/2 x 11 color duplex copy; \$0.30 per 11 x 17 black & white copy; \$1.25 per 11 x 17 color copy; \$35.00 per 22 x 34 colored copy; \$50.00 per 22 x 34 colored copy mounted on tag board
Postage	Actual expense
Supplies	As pre-approved by City staff at actual expense of supplies.

MAYER FIRE DEPARTMENT
400 ASH AVE N.
MAYER, MN 55360
Phone/Fax 952-657-2227

DEC 5, 2017

THE 2018 OFFICERS

CHIEF 1 – ROD MAETZOLD
CAPTAIN 1 – ANDY MAETZOLD
CAPTAIN 2 – ADAM MAETZOLD
CAPTAIN 3 - JOSH MCINTOSH
CAPTAIN 4 – JEFF VOLLMER
LT 1 – DENNIS CLARK
LT 2- NATE MCNEILLY
Secretary - Anna Boote
Sincerely,
Chief
ROD MAETZOLD

Mayer Fire Department

If there are any questions, please call Rod at 612-554-5477

CITY OF MAYER, MINNESOTA

RESOLUTION 12-11-17-43

A RESOLUTION REGARDING THE APPOINTMENT OF DANIEL LEE TO THE MAYER FIRE DEPARTMENT

WHEREAS, the City of Mayer made the decision to appoint members to the Fire Department,

WHEREAS, the City and Fire Department are in need of Firefighters,

WHEREAS, Daniel Lee has passed all requirements of the Mayer Fire Department and the Fire Chief is recommending the appointment of Daniel Lee,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mayer, Minnesota, that Daniel Lee start as a firefighter for the Mayer Fire Department upon approval.

Adopted this December 11, 2017 by the Mayer City Council.

Attest:

Janell Gildemeister, Deputy Clerk

Mike Dodge, Mayor



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 27, 2017

Item Name: Make up Air Unit replacement for Clarifier Building at WWTF

Originating Department: Wastewater Consultant

Presented by: Greg Kluver/ Kluver Consulting

Previous Council Action (if any):

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

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

Motion to accept the low bid from OWENS Air Conditioning and Heating in the amount of \$14,100 for one new Captive Air Indirect Make-Up Air Unit.

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

As part of the semi-annual maintenance inspection conducted by Owens Air Conditioning & Heating at the WWTF. The natural gas Make Air Unit for the Clarifier Building was found to have a cracked heat exchanger. This condition requires the Unit to be immediately isolated from the gas supply and turned off. Running the Unit in this condition can lead to dangerous CO levels in the occupied space.

Owen Company and City staff have researched the possible replacement of the faulty heat exchanger and found that this part is no longer manufactured. Welding or any other type of repair to the heat exchanger is not an option. Based on these facts, a replacement of the existing Make-Up Air Unit is warranted. The original unit is 11 years old and was manufactured in Canada, for a replacement Staff is recommending manufacturers located in the U.S., this will make part replacement more efficient in the future. Specifications from the original unit were used for the obtaining replacement costs for the new units. Staff obtained bids on two types of units for the replacement; both the Captive Air and the Titan meet the required specifications. As can be seen by the prices, the Titan is considered to be the Cadillac of the two. In review, staff feels that the Captive Air Unit will provide all necessary functions, at a considerable savings. The bids include all electrical, mechanical and labor costs to remove the old unit and install the new one.

<u>MAKE –UP AIR UNIT BIDS</u>		<u>PRICE</u>
1. Owens Air Conditioning & Heating Bloomington, MN.	A. (Captive Air indirect furnace)	\$14,100.00
	B. (Titan indirect furnace)	\$32,600.00
2. Sentra Sota Sheet Metal Inc. Waite Park, MN.	A. (Captive Air indirect furnace)	\$23,000.00
	B. (Titan indirect furnace)	\$38,300.00

Staff is recommending the low bid in the amount of \$14,100.00 from Owens Air-conditioning & Heating. The cost of the project will be taken from the 2017 Capital Outlay Fund for the WWTF. This fund has a balance of \$19,512.00.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: 2017 WWTF BUDGET , 640-49480-500
CAPITOL OUTLAY

ADVISORY BOARD RECOMMENDATIONS:

Budget Information: \$80,990.00			
80,990.00	Budgeted		
	Non Budgeted		
	Amendment Required	Other	
Approved	Denied	Tabled	Other
Resolution No. _____	_____	Ordinance No. _____	_____



November 7, 2017

City Of Mayor
Greg Kluver
15300 County Road 30
Mayer, MN. 55360

SUBJECT: Sewage Treatment Plant Make Up Air

P-

Dear Greg ,

The following is a price to replace the existing indirect fired Make Up Air unit with a new "CaptiveAire" Indirect fired single packaged duct furnace, with a Stainless Steel heat exchanger, power vented. Unit will come with new intake hood, filter rack, blower section, duct thermostat control, 3/4 HP single speed blower motor, non-fused disconnect switch, control voltage transformer, motor starter, Standard control panel, inlet duct stat, timed freeze protection, and exhaust interlock relay.

Job Scope: Remove and dispose of existing unit, Install new unit, make duct connection transition, reconnect high and low voltage electrical, reconnect gas lines, Start up and test.

Total Price for This Project:

.....\$ 14,100

Option:

In lieu of install a CaptiveAire Make up air we will install a "Titan" Make up air Model TAHID0100-109 NG HRH.

Total price for this option \$ 32,600

Exclusions: Overtime work, ACT ceiling work, concrete cut and patch, painting, bond fees, fire protection, temporary services, roofing, dumpsters and DBE.

Terms and Conditions

The repair, correction or modification of pre-existing HVAC and/or electrical deficiencies unless specifically detailed is not included. Any additional repairs found necessary during the course of this work will be brought to your attention with the appropriate pricing before proceeding.

This proposal is firm for 30 days. Owens requests a 25% down payment upon approval with progress payments as the work progresses. Our terms are NET 15 DAYS from date of invoice. Please refer to our attached General Terms and Conditions.

If you wish to proceed with this work, please sign and return a copy to Owens Companies. Please feel free to reach out to me with any questions or concerns you may have regarding this project. My direct line is 952-703-5736. We look forward to working with you on this project.

Sincerely,

OWENS COMPANIES, INC.

Donald J. O'Brien

Accepted By:

PURCHASER:

Signature

Title

Date



GENERAL TERMS AND CONDITIONS

1. All orders are subject to approval by the Credit Department of the Seller.
2. A 1½% per month late payment charge will be applied to all past due invoices.
3. Materials or equipment must not be returned except by prior written approval from Seller. Transportation charges must be prepaid. Items not found to be defective are subject to a 20% restocking charge.
4. Seller warrants its workmanship against defect for thirty (30) days from date the work is completed, unless other terms are agreed to in writing by Seller. During that period, Seller will correct the defect in workmanship without charge for labor. Warranty service does not include routine maintenance. Parts, materials, and equipment warranty is limited to the same warranty terms that Seller receives from the manufacturer. Seller shall not be liable for loss, damage, or injury caused by failure or delay in performing services when such failure or delay arises from causes beyond our control.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR LIABILITIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. Purchaser shall assume risk of loss or damage to equipment furnished by Seller on the date that such equipment is set in place on the job. Purchaser shall insure such equipment and all other work supplied by Seller under this project against loss or damage in an amount sufficient to protect the interests of Seller against ALL RISK of loss. Purchaser shall cause Seller to be added as a named insured on such insurance policy until final payment is made by Purchaser to Seller.
6. Purchaser understands and agrees that:
 - a. This Proposal does not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. In the event that Seller encounters any asbestos product or material in the course of performing its work, Seller shall have the right to discontinue its work and remove its employees from the project site, or that portion of the project site wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated, or removed, and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work, and/or comply with its obligations under this Proposal.
 - b. Seller may rely upon Purchaser's representations and warranties regarding asbestos and Purchaser's compliance with Asbestos Evaluation Requirements. Any other site investigation requirements notwithstanding, Seller shall have no duty to identify, detect, or evaluate asbestos.
 - c. To the extent permitted by law, Purchaser shall defend, indemnify, and hold Seller harmless for any and all penalties, actions, liabilities, and damages arising from or relating to asbestos at this project site, including without limitation: installation, disturbance, or removal of any product containing asbestos or violation of governmental regulations relating to asbestos. Purchaser

releases Seller from all claims and liability relating to asbestos at this project site, including claims for subrogation.

7. All agreements are contingent upon strikes, fire, flood, accidents, or delays caused by circumstances beyond our control.

Seller agrees that it will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, disability, national origin, sex, member or activity in a local commission, sexual orientation, age, marital status, status with regard to public assistance or any other characteristic protected by law and will include a similar provision in any subcontracts entered into for the performance hereof.



3075 3rd Street South ■ PO Box 400
Waite Park, MN 56387
Office: 320-252-3992 ■ Fax: 320-252-5479
www.sentra-sota.com

December 6, 2017

To: All Bidders

RE: Mayer WWTP Makeup Air Unit Change Out

HVAC to include:

Removal of the Existing makeup air unit
Removal of the existing stand
Providing and installing new larger stand for the larger unit foot print
New makeup air unit tied to the existing 14" round duct
Controls
Electrical

EXCLUDES:

Bond, New Equipment Pad

TOTAL HVAC: Using the Titan Makeup Air Unit = \$38,300.00
TOTAL HVAC: Using a CaptiveAire Makeup Air Unit = \$22,100.00
If Test and Balance of the new unit is needed add to the Price = \$900.00

Respectfully Submitted By: _____

A handwritten signature in blue ink, appearing to read "John Notch", is written over a horizontal line. The signature is fluid and cursive.

John Notch, Project Manager/Estimator