



**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, FEBRUARY 12, 2018  
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. January 2, 2018 Planning Commission Minutes
    2. January 8, 2018 City Council Minutes
    3. January 9, 2018 Park Commission Minutes
    4. January 16, 2018 Personnel Minutes
  - B. Claims
    1. December - Final
    2. January
    3. February
  - C. Reports
    1. City Administrator
    2. City Engineer
    3. Public Works
    4. Sheriff's Department – December
    5. Sheriff's Department – 2017 Year-End
    6. Sheriff's Department – January
    7. Fire Department
  - D. Acceptance of Mayer Baseball Club Donation – Fire Department – Resolution 2-12-18-3
  - E. Acceptance of Mayer Baseball Club Donations – City of Mayer - Resolution 2-12-18-7
  - F. Gambling Exception for West Carver Ducks Unlimited – Resolution 2-12-18-8
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
  - A. Administrative
    1. Picnic Shelter – Old School House Park

2. 2018 Wage Increases – Resolution 2-12-18-4
3. State of Minnesota Joint Powers Agreement on Behalf of its City Attorney and Police Department – Resolution 2-12-18-5

**B. Planning**

1. Text Amendment to amend Title XV: Land Usage, Chapter 152: Zoning, Section 152.058 General Commerce District and Section 152.060 Commercial/Industrial District. – Ordinance 218
2. Driveway, Parking Area, and Hard Surface Improvements

**C. Fire Department**

1. Purchase of turnout gear
2. Scott Gustafson – Resolution 2-12-18-6
3. Mayer Fire Department Policy Manual Amendment

**D. Public Works**

1. Purchase of Skidloader

**7. City Council Reports**

**8. Other Business**

**9. Upcoming Meetings & Events**

February 13, 2018 Park Commission Meeting @ 6:30 p.m.

February 19, 2018 Presidents Day – Offices Closed

February 26, 2018 City Council Meeting @ 6:30 p.m.

February 27, 2018 EDA Meeting @ 6:30 p.m.

**10. For Your Information**

**11. Adjournment**

**City of Mayer**  
**Planning Commission**  
Meeting Minutes  
Tuesday, January 2, 2018

**Commission Members Present:** Chairperson Tom Stifter, and Commissioners Les Hahn, Patty Lanting, Rod Maetzold, Don Wachholz and Council Liaison Erick Boder.

**Commission Members Absent:** Barney Johnson.

**Others Present:** City Engineer Dave Martini and Mn/DOT representative Diane Langenbach.

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

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**CALL MEETING TO ORDER.**

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

**ADOPT AGENDA.**

A motion to approve the agenda was made by Commissioner Lanting and seconded by Commissioner Hahn. Motion carried 6/0.

**APPROVAL OF MINUTES.**

A motion to approve the December 5, 2017 Planning Commission minutes was made by Commissioner Lanting and seconded by Chairperson Stifter. Motion carried 6/0.

**PRESENTATION BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION ON THE 2020 TRUNK HIGHWAY 25 IMPROVEMENT PROJECT.**

Diane Langenbach of Mn/DOT introduced herself and the proposed project.

City Engineer Dave Martini stated that Trunk Highway 25 was redone in 2007 and at that time sidewalks and streetlights were added. He stated that at this time Mn/DOT is planning a mill and overlay from 1st Street in Mayer, north to Watertown and along with that they have to update all sidewalks and pedestrian ramps to be ADA compliant. He stated that the costs for the project are 100% paid for by Mn/DOT but if the City sees any benefit to add certain items within the project area, now is the time to discuss and include it and most likely that cost would be a City of Mayer cost.

Mn/DOT representative Langenbach presented the project while City Engineer Martini made comments on specific items within the project area. Mn/DOT representative Langenbach stated that the project area will extend from 1st Street in Mayer, north to Watertown. She also said that a sidewalk or trail connection would be planned between the roundabout and 5th Street, most likely along the east side of the street.

Commissioner Hahn stated that in 2007 there was a suggestion to put the lights behind the sidewalk rather than in the sidewalk by the curb.

City Engineer Martini stated the street lights were placed where they were due to the fact they could not place them behind the sidewalk without additional right of way being purchased.

Planning Consultant Anderson asked if the TH 25 bypass was considered in the design and project scope.

Mn/DOT representative Langenbach said the TH 25 bypass was not considered since that plan is so far in the future.

Planning Consultant Anderson asked if sidewalk was being planned for on both sides of the project area between 1st Street and the roundabout.

Mn/DOT representative Langenbach said funding is available for sidewalk on just one side of TH 25 between the roundabout and 5th Street. She stated that if the City of Mayer wanted a sidewalk on both sides of TH 25 between the roundabout and 5th Street the City would have to pay for one side or the other.

City Engineer Martini stated that if a sidewalk and trail were to be placed on the west side of TH 25 between the roundabout and 5th Street, additional right of way would need to be purchased. City Engineer Martini also stated the City Council is looking for feedback from the Planning Commission and that he did not think there was a lot of appetite from the City Council to spend a lot of money on this project.

Commissioner Maetzold excused himself from the meeting at 7:20 PM.

City Engineer Martini stated that the feedback he heard from the Planning Commission was no bump outs at the intersections, no bike lanes and to include a trail or sidewalk connection on the east side of TH 25 between the roundabout and 5th Street.

**CONTINUED PUBLIC HEARING FOR A TEXT AMENDMENT TO TITLE XV: LAND USAGE, CHAPTER 152: ZONING, SECTION 152.058 GENERAL COMMERCE DISTRICT AND SECTION 152.060 COMMERCIAL/INDUSTRIAL DISTRICT.**

At 7:30 PM Chairperson Stifter opened the public hearing.

Planning Consultant Anderson stated that since the Planning Commission members did not receive the packets for the meeting they could just continue the public hearing to the February meeting if they would like.

A motion to continue the public hearing to the February 6, 2018 Planning Commission meeting was made by Commissioner Wachholz and seconded by Commissioner Lanting. Motion carried 5/0.

**ACTION IS REQUIRED FOR A TEXT AMENDMENT TO TITLE XV: LAND USAGE, CHAPTER 152: ZONING, SECTION 152.003 DEFINITIONS, SECTION 152.026 DRIVEWAY, PARKING AREA, AND HARD SURFACE IMPROVEMENTS.**

At 7:31 PM Planning Consultant Anderson stated that since the Planning Commission members did not receive the packets for the meeting they could table the action to the February meeting if they would like.

A motion to table the text amendment was made by Commissioner Wachholz and seconded by Commissioner Hahn. Motion carried 5/0.

**UPDATE ON THE 2018 COMPREHENSIVE PLAN UPDATE.**

At 7:32 PM Planning Consultant Anderson presented the draft Economic Competiveness Chapter 8 of the 2018 comprehensive plan update.

**NEXT MEETING.**

Next scheduled meeting is Tuesday, February 6, 2018.

**COMMISSIONERS REPORT.**

None.

**ADJOURNMENT.**

A motion was made by Commissioner Wachholz and seconded by Commissioner Hahn to adjourn the meeting at 7:54 PM. Motion carried 5/0.

MAYER CITY COUNCIL MEETING MINUTES – JANUARY 8, 2018

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

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

ABSENT: Council Member Boder

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Evan Carlson

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Butterfield to approve the agenda with the removal 6A2: Utility Rates Information and Discussion. Motion Carried 4/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

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

1. Approve the Minutes of the November 14, 2017 Park Commission Meeting.
2. Approve the Minutes of the December 5, 2017 Planning Commission Meeting.
3. Approve the Minutes of the December 11, 2017 Regular City Council Meeting.
4. Approve the Minutes of the December 11, 2017 City Council Workshop Meeting.
5. Approve Claims for December 2017.
6. Approve Check Summary for the month ending October 2017.
7. Approve Check Summary for the month ending November 2017.
8. Approve Resolution 1-8-18-1 Gambling Exemption for Watertown Rod and Gun Club.
9. Approve Resolution 1-8-18-2 Hidden Creek Development – Accepting Public Improvements.
10. Approve 2018 Liquor Licenses.
11. Acknowledge Fire Department Report for the month ending December 2017.
12. Acknowledge Carver County Sheriff's Department Report for the month ending November 2017.

CITY ADMINISTRATOR

1. **Solar Garden Presentation** – Evan Carlson, IPS Solar, revisited with the Council to discuss how his company could structure an agreement with the City for the installation of solar gardens on parcel 100310200 and/or 100310100. Mr. Carlson stated that his company would be willing to donate \$50,000.00 to the Park Board for each potential site. Mr. Carlson had previously met with the Planning Commission who disapproved of the installation of solar gardens at these sites stating that these sites are in future expansion plans for the City. After much discussion, Council asked Staff to invite Tim Lynch of Carver County and the surrounding neighbors to a future Work Session.
2. **Approve David Drown & Associates for Compensation Study**– A MOTION to approve DDA for the Compensation Study was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion carried 4/0
3. **Approve Ordinance 217-2018 Fee Schedule** – A MOTION to approve Ordinance 217-2018 Fee Schedule was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden.

Motion Carried 4/0

4. **Approve Recycling/Composting Grant** – In 2018, the City of Mayer has been allocated \$4,151.00 via a population based formula. The City needs to provide written notification to enter into an agreement with Carver County to receive the funding. Staff requests authorization to notify Carver County of the City’s intent to participate in the 2018 Recycling and Composting Grant. A MOTION to approve notification of City’s intent to Carver County to participate in the 2018 Recycling and Composting Grant was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

5. **Approval of Resolution 1-8-18-3 2018 City Annual Appointments –**  
Appointments:

- CCL-Mayor Dodge
- Community Education Board-Council Member McNeilly
- Commission for a Lifetime-Mayor Dodge
- EDA-Council Members McNeilly and Stieve-McPadden
- Park Board-Council Member Butterfield
- Personnel Committee-Mayor Dodge, Council Member Boder, City Administrator McCallum
- Planning Commission-Council Member Boder
- Vice Mayor-Council Member Boder

A MOTION was made by Council Member McNeilly and seconded by Stieve-McPadden to Approve Resolution 1-8-18-3 Annual Appointment. Motion carried 4/0.

COUNCIL REPORTS

Council Member Butterfield reported that the Park Board applicants have been received and that the movie night went very well. She thanked Mayor Dodge for all he has done for the City.  
Council Member McNeilly reported that the EDA is moving forward with acquiring video footage for the new City website. She stated that the EDA would like to help local businesses both “in-home” and commercial.

SPECIAL RECOGNITION

- Mayor Dodge spoke about the sudden passing of volunteer firefighter Jeffrey Volmer. He praised the Mayer Volunteer Firefighters for their professionalism, outstanding performance, and non-stop dedication. He also gave a public thank you to Republican Jim Nash, Kenneth Prillaman Fire Chief & Emergency Management Director, Eden Prairie Fire Chief George Esbensen & Team, Carver County Commissioner Tim Lynch, and Fire Chief Rod Maetzold for their leadership.

FOR YOUR INFORMATION

ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield to adjourn the meeting at 7:30 p.m. Motion carried 4/0

\_\_\_\_\_  
Mike Dodge, Mayor

Attest: \_\_\_\_\_

DRAFT

**CITY OF MAYER  
REGULAR MEETING – PARKS AND RECREATION COMMISSION  
TUESDAY, JANUARY 9, 2018 @ 6:30 P.M.  
CITY HALL COUNCIL CHAMBERS**

**AGENDA**

1. Call to Order

**The meeting was called to order at 6:30 p.m.**

Those present were Park Commissioners, Alisa Johnson, Mike Wegner, Dan Pohl and Elizabeth Butterfield. Also present was City Administrator, Margaret McCallum.

Absent: Troy Congdon

Also present: None.

2. Approve Agenda

The December 12, 2017 Meeting Minutes were taken off the agenda.

**The Commission moved to adopt the agenda. Motion passed 4-0.**

3. Minutes (Taken off)

A. December 12, 2017 Meeting Minutes

4. Business

A. Review of 2017 Goals and Establishment of 2018 Goals.

McCallum provided the 2017 goals to the Commission and asked that they review them and discuss goals for 2018.

The Commission agreed to keep the 2018 goals the same as 2017 with the change that public works would attend meetings monthly instead of quarterly.

2018 Goals:

- Continue to partner with Watertown Community Education on structured programs for the fields and facilities.
- Seek grant funds when appropriate for projects.
- Promote the use of city parks year round through multiple outlets.

- Review the 5-year Capital Improvement Plan and make recommendations to Council.
- Recommend to the council a 2018 Park Board Budget (May).
- Continue to work with youth on age appropriate activities.
- Review the maintenance for the parks semi-annually (March and September) .
- Continue to recommend a plan for downtown beautification (Feb, March).
- Continue to strive to improve, develop, and upgrade all City Parks.
- Implement the 2018 Capital Improvement Plan.
- Collaborate with other Boards and the City Council to develop parks and promote use.
- Make parks accessible for aging and disabled.
- Review Green Step Program to implement best practices for parks.
- Public Works to attend meeting monthly.
- Review and make recommendations to the Comprehensive Plan.
- Implement a Holiday Tree Lighting Ceremony.

**Wegner moved to adopt the 2018 Park Commission Goals. Johnson seconded. Motion passed 4-0.**

B. Review of Park Commissioners Role

McCallum provided the ordinance that pertains to the role of a Park Commissioner. She said that at the beginning of the year, it is good to review this again as a reminder.

C. Picnic Shelter Update

McCallum said that the next step for the park shelter is to send the bid document to Council for approval.

5. Staff Reports/Comments

McCallum said that staff met with the Mayer-Watertown Community Education to discuss ways in which the City could support more community education programs.

McCallum provided an update on the Movie sponsored by the Park Commission at the Community Center. She thanked Crazi Coffee and the Lions Club for the hot chocolate and marshmallows.

She informed that staff met with a representative from Flagship Recreation to discuss projects in the parks for 2018.

6. Commissioner Reports/Comments

Pohl informed of some ideas that he has heard from residents including the want for a splash pad within the City.

7. Adjournment

**Butterfield moved to adjourn the meeting at 7:35 p.m. Pohl seconded. Motion passed 4-0.**

**CITY OF MAYER  
PERSONNEL  
TUESDAY, JANUARY 16, 2018 @ 8:00 A.M.  
CITY HALL COUNCIL CHAMBERS**

**AGENDA**

1. Open Meeting

The meeting was opened at 8:09 a.m. Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

Also present: None.

2. Minutes

December 4, 2017 Personnel Meeting Minutes. Minutes were approved by the committee as presented.

3. Business

A. RFP City Attorney Discussion

McCallum informed that the City received 6 responses for the City Attorney RFP that was put out.

The Personnel Committee concluded that McCallum would draft some information into a spreadsheet and provide a copy of the RFPs to all Council for a workshop on February 12, 2018.

B. Offensive Behavior Training –

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

McCallum informed that the online course through the League of Minnesota Cities would be \$15.00 per person. She stated that an onsite course through the League of Minnesota Cities would be \$450.00 per session. As another option, she mentioned that the City Attorney would do an onsite visit as well for \$154.00 per hour.

The Personnel Committee agreed to have an onsite visit through the League of Minnesota Cities, but asked that McCallum look into how many people could attend one session and if another City would be interested in sharing a training session.

4. Fire Department Pay

McCallum provided pay information on several Carver County cities. Boder said that the Mayer Fire Department currently makes \$9.00 per hour. The Personnel Committee discussed upping the call amount pay. Boder asked if the City could look into whether other cities do life insurance policies for fire fighters. The Personnel Committee decided that additional information would be needed before a decision was made on pay increase relating to what is currently being paid for and at what rate.

5. City Council Pay

McCallum presented wages from several other Carver County cities with regards to council pay.

The Personnel Committee will continue to review when the last raise in council pay was and if a new raise seems appropriate.

6. Employee Reviews

McCallum reviewed reviews that were conducted at the end of 2017 for Kyle Kuntz, Brent Mickolichek and Janell Gildemeister. She reported all good reviews from the three employees. She recommended a 3% wage increase for Kuntz and Mickolichek. She recommended a 3.5% increase for Gildemeister due to extra work that was incurred from the transition period of hiring a new City Administrator.

The Personnel Committee recommended to Council these increases based on their satisfactory employee reviews.

7. Jeff Vollmer (added)

Boder provided an update on Firefighter, Vollmer. The Personnel Committee discussed what the City could continue to do move forward for the family and other firefighters. The Committee discussed lessons learned and what can be done moving forward.

8. Adjournment

The meeting was adjourned at 9:32 a.m.

MAYER, MN

01/16/18 2:55 PM

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Payments

Current Period: December 2017

Batch Name	3EOM1217PAY	Payment	Computer Dollar Amt	\$14,982.31	Posted
Refer	11814	<u>CARVERLINK</u>	Ck# 021326	1/16/2018	
Cash Payment	E 100-41000-321	Telephone	CITY HALL		\$50.00
Invoice	1853	10/13/2017			
Cash Payment	E 100-42280-321	Telephone	FD		\$50.00
Invoice	1853	10/13/2017			
Cash Payment	E 620-49410-321	Telephone	WTP		\$0.00
Invoice	1853	10/13/2017			
Cash Payment	E 640-49480-321	Telephone	WWTP		\$0.00
Invoice	1853	10/13/2017			
Transaction Date	1/11/2018	Due 0	Security Bank	10100	<b>Total</b> \$100.00
Refer	11815	<u>WIDMER CONSTRUCTION LLC</u>	Ck# 021346	1/16/2018	
Cash Payment	E 100-43125-300	Professional Svcs	SNOW REMOVAL 12/1-31/2017		\$1,627.50
Invoice	4391	1/11/2018			
Transaction Date	1/11/2018	Due 0	Security Bank	10100	<b>Total</b> \$1,627.50
Refer	11826	<u>THEIN WELL</u>	Ck# 021343	1/16/2018	
Cash Payment	E 620-49435-500	Capital Outlay (GENERA	WELL #2 MAINTENANCE		\$9,433.90
Invoice	6045	1/10/2018			
Transaction Date	1/16/2018	Due 0	Security Bank	10100	<b>Total</b> \$9,433.90
Refer	11827	<u>MELCHERT HUBERT SJODIN, PLL</u>	Ck# 021335	1/16/2018	
Cash Payment	E 100-41000-304	Legal Fees	DRAFT CORRESPONDENCE		\$15.40
Invoice	136139	12/31/2017			
Cash Payment	E 100-41000-304	Legal Fees			\$61.19
Invoice	136140	12/31/2017			
Transaction Date	1/16/2018	Due 0	Security Bank	10100	<b>Total</b> \$76.59
Refer	11828	<u>MOBIL - EXXON/MOBIL</u>	Ck# 021337	1/16/2018	
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$39.55
Invoice	859783	12/8/2017			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$45.58
Invoice	866387	12/13/2017			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$65.82
Invoice	866436	12/13/2017			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$65.49
Invoice	878691	12/22/2017			
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$40.94
Invoice	880405	12/23/2017			
Cash Payment	E 100-42260-212	Motor Fuels	FD		\$52.03
Invoice	880470	12/23/2017			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$73.92
Invoice	894127	1/3/2018			
Cash Payment	E 100-43100-212	Motor Fuels	P/W		\$30.99
Invoice	894260	1/3/2018			
Transaction Date	1/16/2018	Due 0	Security Bank	10100	<b>Total</b> \$414.32
Refer	11829	<u>JOHNSON, ALISA</u>	Ck# 021330	1/16/2018	

Payments

Current Period: December 2017

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 12 PARK BOARD MEETING \$360.00  
 Invoice 2017 1/16/2018

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$360.00

Refer 11830 MIKE WEGNER Ck# 021336 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 11 PARK BOARD MEETINGS \$330.00  
 IN 2017

Invoice 2017 1/16/2017

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$330.00

Refer 11831 CONGDON, TROY Ck# 021327 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 12 PARK BOARD MEETINGS \$360.00  
 IN 2017

Invoice 2017 1/16/2018

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$360.00

Refer 11832 NATE MCNEILLY Ck# 021338 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 6 PARK BOARD MEETINGS \$180.00  
 IN 2017

Invoice 2017 1/16/2018

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$180.00

Refer 11833 TOM STIFTER Ck# 021345 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 8 PLANNING COMM \$240.00  
 MEETINGS IN 2017

Invoice 2017 1/16/2018

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$240.00

Refer 11834 DONALD WACHHOLZ Ck# 021328 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 7 PLANNING COMM \$210.00  
 MEETINGS IN 2017

Invoice 2017 1/16/2018

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$210.00

Refer 11835 ROD MAETZOLD Ck# 021340 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 7 PLANNING COMM \$210.00  
 MEETINGS IN 2017

Invoice 2017 1/16/2018

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$210.00

Refer 11836 PATTY LANTING Ck# 021339 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 8 PLANNING COMM \$240.00  
 MEETINGS IN 2017

Invoice 2017 1/16/2018

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$240.00

Refer 11837 JOHNSON, BARNEY Ck# 021331 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 8 PLANNING COMM \$240.00  
 MEETINGS IN 2017

Invoice 2017 1/16/2018

Transaction Date 1/16/2018 Due 0 Security Bank 10100 Total \$240.00

Refer 11838 LES HAHN Ck# 021334 1/16/2018

Cash Payment E 100-45000-110 Other Pay Boards & Co PAYMENT FOR 8 PLANNING COMM \$240.00  
 MEETINGS IN 2017

Invoice 2017 1/16/2018

## Payments

Current Period: December 2017

Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$240.00
Refer	11839 <i>TIM DUCKWORTH</i>		<u>Ck# 021344</u>	<u>1/16/2018</u>		
Cash Payment	E 100-45000-110 Other Pay Boards & Co		PAYMENT FOR 2 EDA MEETINGS IN 2017			\$60.00
Invoice 2017	1/16/2018					
Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$60.00
Refer	11840 <i>TOM STIFTER</i>		<u>Ck# 021345</u>	<u>1/16/2018</u>		
Cash Payment	E 100-45000-110 Other Pay Boards & Co		PAYMENT FOR 3 EDA MEETINGS IN 2017			\$90.00
Invoice 2017	1/16/2018					
Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$90.00
Refer	11841 <i>SCOTT WAKEFIELD</i>		<u>Ck# 021341</u>	<u>1/16/2018</u>		
Cash Payment	E 100-45000-110 Other Pay Boards & Co		PAYMENT FOR 4 EDA MEETINGS IN 2017			\$120.00
Invoice 2017	1/16/2018					
Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$120.00
Refer	11842 <i>ALLAN EDHOLM</i>		<u>Ck# 021325</u>	<u>1/16/2018</u>		
Cash Payment	E 100-45000-110 Other Pay Boards & Co		PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017			\$90.00
Invoice 2017	1/16/2018					
Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$90.00
Refer	11843 <i>JUDITH EDHOLM</i>		<u>Ck# 021332</u>	<u>1/16/2018</u>		
Cash Payment	E 100-45000-110 Other Pay Boards & Co		PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017			\$90.00
Invoice 2017	1/16/2018					
Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$90.00
Refer	11844 <i>KAYE TIMMERS</i>		<u>Ck# 021333</u>	<u>1/16/2018</u>		
Cash Payment	E 100-45000-110 Other Pay Boards & Co		PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017			\$90.00
Invoice 2017	1/16/2018					
Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$90.00
Refer	11845 <i>SUSAN ZIERMANN</i>		<u>Ck# 021342</u>	<u>1/16/2018</u>		
Cash Payment	E 100-45000-110 Other Pay Boards & Co		PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017			\$90.00
Invoice 2017	1/16/2018					
Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$90.00
Refer	11846 <i>JAX, BOB</i>		<u>Ck# 021329</u>	<u>1/16/2018</u>		
Cash Payment	E 100-45000-110 Other Pay Boards & Co		PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017			\$90.00
Invoice 2017	1/16/2018					
Transaction Date	1/16/2018	Due 0	Security Bank	10100	Total	\$90.00

Payments

Current Period: December 2017

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Fund Summary

	10100 Security Bank	
640 SEWER FUND		\$0.00
620 WATER FUND		\$9,433.90
100 GENERAL FUND		\$5,548.41
		<hr/>
		\$14,982.31

Pre-Written Checks	\$14,982.31
Checks to be Generated by the Computer	\$0.00
	<hr/>
Total	\$14,982.31

MAYER, MN

01/19/18 8:49 AM

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Payments

Current Period: January 2018

Batch Name	01/22/18PAY Payments	User Dollar Amt	\$348,049.62		
		Computer Dollar Amt	\$348,049.62		
			\$0.00	In Balance	
Refer	11825 INTERNAL REVENUE SERVICE	Ck# 021324	1/12/2018		
Cash Payment	E 100-41000-430 Miscellaneous (GENERAL)	PAYMENTS OWDED FROM 2ND QTR-LUAYN		\$804.41	
Invoice	1/12/2018				
Transaction Date	1/12/2018	Security Bank	10100	Total	\$804.41
Refer	11847 MN STATE FIRE CHIEFS ASSOCIA				
Cash Payment	E 100-42200-433 Dues and Subscriptions	ANNUAL DUES-3 OFFICERS 2018		\$264.00	
Invoice	1/16/2018				
Transaction Date	1/16/2018	Security Bank	10100	Total	\$264.00
Refer	11848 CCFDMAA				
Cash Payment	E 100-42200-433 Dues and Subscriptions	ANNUAL DUES FOR 2018		\$250.00	
Invoice	FD201806 1/2/2018				
Transaction Date	1/16/2018	Security Bank	10100	Total	\$250.00
Refer	11849 MSFDA				
Cash Payment	E 100-42200-433 Dues and Subscriptions	30 MEMBERSHIP DUE FOR 2018		\$358.00	
Invoice	1/16/2018				
Transaction Date	1/16/2018	Security Bank	10100	Total	\$358.00
Refer	11850 EMERGENCY MEDICAL TRAINING				
Cash Payment	E 100-42200-208 Training and Instruction	FF SCHULTZ 1/2/18		\$675.00	
Invoice	1702 1/3/2018				
Cash Payment	E 100-42200-208 Training and Instruction	EMR REFRESHER FOR FD 2018		\$1,400.00	
Invoice	1712 1/3/2018				
Transaction Date	1/17/2018	Security Bank	10100	Total	\$2,075.00
Refer	11852 LEAGUE OF MINNESOTA CITIES				
Cash Payment	E 100-41000-360 Insurance (GENERAL)	GENERAL MAINTENANCE		\$1,592.64	
Invoice	12/21/2017				
Cash Payment	E 620-49440-360 Insurance (GENERAL)	WATERWORKS		\$364.56	
Invoice	12/21/2017				
Cash Payment	E 640-49490-360 Insurance (GENERAL)	WWTF		\$483.84	
Invoice	12/21/2017				
Cash Payment	E 100-42200-360 Insurance (GENERAL)	FD		\$4,058.92	
Invoice	12/21/2017				
Cash Payment	E 100-41000-360 Insurance (GENERAL)	CITY HALL		\$614.04	
Invoice	12/21/2017				
Cash Payment	E 100-41000-360 Insurance (GENERAL)	COUNCIL		\$63.00	
Invoice	12/21/2017				
Transaction Date	1/17/2018	Security Bank	10100	Total	\$7,177.00
Refer	11853 BOND TRUST SERVICES CORP				
Cash Payment	E 350-41000-600 Debt Srv Principal	FIRE TRUCK		\$40,000.00	
Invoice	38713 12/8/2017				
Cash Payment	E 350-41000-601 Debt Srv Interest	FIRE TRUCK		\$3,262.50	
Invoice	38713 12/8/2017				
Cash Payment	E 350-41000-600 Debt Srv Principal	ROUND A BOUT		\$40,000.00	
Invoice	38713 12/8/2017				

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Cash Payment	E 350-41000-601 Debt Srv Interest	ROUND A BOUT	\$4,000.00
Invoice	38713 12/8/2017		
Cash Payment	E 620-47000-600 Debt Srv Principal	UTILITIES	\$15,000.00
Invoice	38713 12/8/2017		
Cash Payment	E 620-47000-601 Debt Srv Interest	UTILITIES	\$1,812.50
Invoice	38713 12/8/2017		
Cash Payment	E 350-41000-620 Fiscal Agent s Fees	AGENT FEE	\$450.00
Invoice	39599 12/8/2017		
Transaction Date	1/17/2018	Security Bank 10100	<b>Total</b> \$104,525.00
Refer	11854 BOND TRUST SERVICES CORP		
Cash Payment	E 325-41000-600 Debt Srv Principal	HWY 25	\$190,000.00
Invoice	38712 12/8/2017		
Cash Payment	E 325-41000-601 Debt Srv Interest	HWY 25	\$13,900.00
Invoice	38712 12/8/2017		
Cash Payment	E 620-47000-600 Debt Srv Principal	WATER TOWER	\$15,000.00
Invoice	38712 12/8/2017		
Cash Payment	E 620-47000-601 Debt Srv Interest	WATER TOWER	\$1,200.00
Invoice	38712 12/8/2017		
Cash Payment	E 325-41000-620 Fiscal Agent s Fees	AGENT FEE	\$450.00
Invoice	39598 12/8/2017		
Transaction Date	1/17/2018	Security Bank 10100	<b>Total</b> \$220,550.00
Refer	11857 MCLEOD COOP POWER ASSN	Ck# 004788E 1/28/2018	
Cash Payment	E 100-43160-381 Electric Utilities	CITY SIGN	\$35.89
Invoice	1/9/2018		
Transaction Date	1/17/2018	Security Bank 10100	<b>Total</b> \$35.89
Refer	11858 MCLEOD COOP POWER ASSN	Ck# 004789E 1/28/2018	
Cash Payment	E 100-43160-381 Electric Utilities	STREET LIGHTS	\$714.26
Invoice	1/9/2018		
Transaction Date	1/17/2018	Security Bank 10100	<b>Total</b> \$714.26
Refer	11859 FRONTIER	Ck# 004790E 1/9/2018	
Cash Payment	E 640-49480-321 Telephone	WWTF INTERNET	\$137.70
Invoice	1/9/2018		
Transaction Date	1/17/2018	Security Bank 10100	<b>Total</b> \$137.70
Refer	11860 FRONTIER	Ck# 004791E 1/18/2018	
Cash Payment	E 620-49410-321 Telephone	WTP	\$79.68
Invoice	12/22/2017		
Transaction Date	1/17/2018	Security Bank 10100	<b>Total</b> \$79.68
Refer	11861 CARVERLINK		
Cash Payment	E 100-41000-321 Telephone	CITY HALL	\$50.00
Invoice	1916 1/11/2018		
Cash Payment	E 100-42280-321 Telephone	FD	\$50.00
Invoice	1916 1/11/2018		
Cash Payment	E 640-49480-321 Telephone	WWTF	\$50.00
Invoice	1916 1/11/2018		
Cash Payment	E 620-49410-321 Telephone	WTP	\$50.00
Invoice	1916 1/11/2018		
Transaction Date	1/17/2018	Security Bank 10100	<b>Total</b> \$200.00

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Refer	11862	TECHSTAR IT SOLUTIONS	-		
Cash Payment	E 100-41920-312	Software Support	MIGRATION OF 5 OLD EMAILS	\$450.00	
Invoice	7546	1/5/2018			
Transaction Date	1/17/2018	Security Bank	10100	Total	\$450.00
Refer	11863	CORE & MAIN	-		
Cash Payment	E 620-49440-437	Water Meters	WATER METERS	\$6,590.58	
Invoice	1292451	1/3/2018			
Transaction Date	1/17/2018	Security Bank	10100	Total	\$6,590.58
Refer	11864	PEAK HEATING AND COOLING	-		
Cash Payment	E 100-41940-400	Repairs & Maint Cont	HEATING SERVICE/REPL HEAT EXCH & IGNTR	\$337.26	
Invoice	16121	1/10/2018			
Cash Payment	E 100-41940-400	Repairs & Maint Cont	HEATING SERVICE/REPL HEAT EXCH & IGNTR	\$1,013.97	
Invoice	16141	1/15/2018			
Transaction Date	1/17/2018	Security Bank	10100	Total	\$1,351.23
Refer	11865	GOPHER STATE ONE-CALL INC	-		
Cash Payment	E 620-49440-355	Gopher State Locates		\$25.00	
Invoice	8000558	1/31/2018			
Cash Payment	E 640-49490-355	Gopher State Locates		\$25.00	
Invoice	8000558	1/31/2018			
Transaction Date	1/17/2018	Security Bank	10100	Total	\$50.00
Refer	11869	DELTA DENTAL OF MINNESOTA	-		
Cash Payment	G 100-21707	Dental	EMPLOYEE BENEFITS	\$186.80	
Invoice	716625	1/15/2018			
Transaction Date	1/18/2018	Security Bank	10100	Total	\$186.80
Refer	11870	GUARDIAN PEST CONTROL INC	-		
Cash Payment	E 100-41940-400	Repairs & Maint Cont	PEST CONTROL SERVICE	\$42.15	
Invoice	1837648	1/17/2018			
Transaction Date	1/18/2018	Security Bank	10100	Total	\$42.15
Refer	11871	HACH COMPANY	-		
Cash Payment	E 640-49480-404	Repairs/Maint Machinery	REPLACE PH METER ON S AERATION BASIN	\$1,197.22	
Invoice	10784433	1/8/2018			
Transaction Date	1/18/2018	Security Bank	10100	Total	\$1,197.22
Refer	11872	UTILITY CONSULTANTS, INC.	-		
Cash Payment	E 640-49480-385	Testing and Lab Service	SAMPLES	\$910.70	
Invoice	97048	1/2/2018			
Transaction Date	1/18/2018	Security Bank	10100	Total	\$910.70
Refer	11873	CITY OF HUTCHINSON	-		
Cash Payment	E 640-49480-404	Repairs/Maint Machinery	2018 ANNUAL PERMIT FEE	\$100.00	
Invoice	42461	1/1/2018			
Transaction Date	1/18/2018	Security Bank	10100	Total	\$100.00
Refer	11874	MN LIFE INSURANCE CO	-		
Cash Payment	G 100-21708	Life/Disability		\$0.00	
Invoice					
Transaction Date	1/18/2018	Security Bank	10100	Total	\$0.00

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Fund Summary

	10100 Security Bank	
100 GENERAL FUND		\$12,960.34
325 HWY 25/2007 ST BOND		\$204,350.00
350 2015 FIRE TRUCK BOND		\$87,712.50
620 WATER FUND		\$40,122.32
640 SEWER FUND		\$2,904.46
		<u>\$348,049.62</u>

Pre-Written Checks		\$1,771.94
Checks to be Generated by the Computer		\$346,277.68
Total		<u>\$348,049.62</u>

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Batch Name	1/31/18PAY	User Dollar Amt	\$6,412.59		
Payments		Computer Dollar Amt	\$6,412.59		
				\$0.00	In Balance
Refer	11851 KLUVER CONSULTING LLC	Ck# 021347	1/17/2018		
Cash Payment	E 640-49480-300 Professional Svcs	WWTF SERVICE JAN 1-15,2018			\$900.00
Invoice	1/18	1/11/2018			
Transaction Date	1/17/2018	Security Bank	10100	Total	\$900.00
Refer	11855 DRIVER & VEHICLE SERVICES DIV	Ck# 021348	1/17/2018		
Cash Payment	E 100-43100-400 Repairs & Maint Cont	TABS RENEWAL FOR 1989 FORD			\$16.00
Invoice		1/17/2018			
Transaction Date	1/17/2018	Security Bank	10100	Total	\$16.00
Refer	11856 DRIVER & VEHICLE SERVICES DIV	Ck# 021349	1/17/2018		
Cash Payment	E 100-43100-400 Repairs & Maint Cont	TABS RENEWAL FOR 2015 FORD			\$16.00
Invoice		1/17/2018			
Transaction Date	1/17/2018	Security Bank	10100	Total	\$16.00
Refer	11875 VISA	Ck# 021368	1/24/2018		
Cash Payment	E 100-41000-200 Office Supplies	HANGING FOLDERS			\$7.99
Invoice	810994	12/13/2017			
Cash Payment	E 100-43700-200 Office Supplies	NETGEAR ETHERNET SWITCH			\$19.99
Invoice		12/13/2017			
Cash Payment	E 640-49470-400 Repairs & Maint Cont	ELECTRIC HEATER/FREIGHT			\$584.53
Invoice	322215	12/13/2017			
Cash Payment	E 100-43100-210 Operating Supplies	SAFETY WINTER UNIFORM/PULLOVER			\$124.89
Invoice	100130874	12/15/2017			
Cash Payment	E 100-41000-433 Dues and Subscriptions	ADOBE ACROBAT MONTHLY FEE			\$6.99
Invoice		12/20/2017			
Cash Payment	E 100-42200-433 Dues and Subscriptions	ACTIVE 911 ANNUAL RENEWAL			\$364.25
Invoice	155936	1/8/2018			
Cash Payment	E 100-41300-208 Training and Instruction	ECONOMIC DEVELP CONF FOR MAGGIE			\$415.00
Invoice	L6J0P9	1/10/2018			
Cash Payment	E 100-43700-200 Office Supplies	3 WK/MNTH PLANNERS			\$77.97
Invoice	349257	1/10/2018			
Cash Payment	E 100-43700-200 Office Supplies	PEN REFILLS			\$3.29
Invoice	687557	1/10/2018			
Cash Payment	E 100-41000-200 Office Supplies	2 CASES PAPER			\$33.98
Invoice	992970	1/10/2018			
Cash Payment	E 100-41000-200 Office Supplies	ADDING MACHING PAPER ROLLS			\$14.44
Invoice	108862	1/10/2018			
Cash Payment	E 100-41000-200 Office Supplies	STAMP			\$31.99
Invoice	113870	1/10/2018			
Cash Payment	E 100-43100-210 Operating Supplies	OPERATING SUPPLIES			\$298.85
Invoice		1/11/2018			
Cash Payment	E 100-43700-400 Repairs & Maint Cont	FLOOR TILE			\$46.41
Invoice		12/19/2017			
Transaction Date	1/23/2018	Security Bank	10100	Total	\$2,030.57
Refer	11876 GREATER MN COMMUNICATIONS	Ck# 021367	1/23/2018		

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Cash Payment	E 620-49440-350 Print/Binding	JANUARY UTILTIY BILLING	\$150.98
Invoice	14851 1/16/2018		
Cash Payment	E 640-49490-350 Print/Binding	JANUARY UTILTIY BILLING	\$150.98
Invoice	14851 1/16/2018		
Cash Payment	E 620-49440-322 Postage	JANUARY UTILTIY BILLING	\$92.92
Invoice	14851 1/16/2018		
Cash Payment	E 640-49490-322 Postage	JANUARY UTILTIY BILLING	\$92.92
Invoice	14851 1/16/2018		
Transaction Date	1/23/2018	Security Bank 10100	<b>Total</b> \$487.80
Refer	11877 <u>HOMELAND BUILDERS</u>	<u>Ck# 021369 1/24/2018</u>	
Cash Payment	G 800-20211 Landscape Escrow	LANDSCAPE ESCROW REFUND 2579 CWC	\$2,500.00
Invoice	B2017-50 1/22/2018		
Transaction Date	1/24/2018	Security Bank 10100	<b>Total</b> \$2,500.00
Refer	11878 <u>TOM GOEPFERT</u>	<u>Ck# 021370 1/24/2018</u>	
Cash Payment	E 620-49440-300 Professional Svcs	PR 2 2018 ON CALL HOURS	\$50.00
Invoice	1/24/2018		
Cash Payment	E 640-49480-300 Professional Svcs	PR 2 2018 ON CALL HOURS	\$50.00
Invoice	1/24/2018		
Transaction Date	1/24/2018	Security Bank 10100	<b>Total</b> \$100.00
Refer	11879 <u>JAX, BOB</u>	<u>Ck# 021371 1/25/2018</u>	
Cash Payment	E 100-45000-110 Other Pay Boards & Co	SEE VOIDED CK 21329	\$30.00
Invoice	2017 1/25/2018		
Transaction Date	1/25/2018	Security Bank 10100	<b>Total</b> \$30.00
Refer	11888 <u>GREATAMERICA FINANCIAL SERV</u>	<u>Ck# 021372 1/26/2018</u>	
Cash Payment	E 100-41000-200 Office Supplies	COPIER LEASE PAYMENT	\$332.22
Invoice	21991890 1/16/2018		
Transaction Date	1/26/2018	Security Bank 10100	<b>Total</b> \$332.22

Fund Summary

	10100 Security Bank
100 GENERAL FUND	\$1,840.26
620 WATER FUND	\$293.90
640 SEWER FUND	\$1,778.43
800 ESCROW FUND	\$2,500.00
	<u>\$6,412.59</u>

Pre-Written Checks	\$6,412.59
Checks to be Generated by the Computer	\$0.00
<b>Total</b>	<b>\$6,412.59</b>

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Batch Name	2/12/2018PAY Payments	User Dollar Amt	\$63,886.05		
		Computer Dollar Amt	\$63,886.05		
			\$0.00	<b>In Balance</b>	
Refer	11880 <u>PRAIRIE RESTORATION, INC.</u>	-			
Cash Payment	E 650-49500-500 Capital Outlay (GENERA	SEEDING 6.4 ACRES MARSH, HELICOPTER SPRAY			\$17,070.00
Invoice 10084	11/29/2017				
Transaction Date	1/26/2018	Security Bank	10100	<b>Total</b>	\$17,070.00
Refer	11881 <u>LANO EQUIPMENT</u>	-			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	BOBCAT REPAIRS & MAINTENANCE			\$162.40
Invoice 18660	1/2/2018				
Transaction Date	1/26/2018	Security Bank	10100	<b>Total</b>	\$162.40
Refer	11882 <u>ANCOM COMMUNICATIONS, INC</u>	-			
Cash Payment	E 100-42260-406 800 Mgz Radios	IMPRES SUC ADPTR			\$60.00
Invoice 75802	1/16/2018				
Transaction Date	1/26/2018	Security Bank	10100	<b>Total</b>	\$60.00
Refer	11883 <u>EMERGENCY RESPONSE SOLUTI</u>	-			
Cash Payment	E 100-42260-400 Repairs & Maint Cont	3 CAIRNSF-27 STANDARD FRONT			\$129.20
Invoice 10159	1/13/2018				
Transaction Date	1/26/2018	Security Bank	10100	<b>Total</b>	\$129.20
Refer	11884 <u>EMERGENCY MEDICAL PRODUCT</u>	-			
Cash Payment	E 100-42260-400 Repairs & Maint Cont	SUPPLIES			\$113.75
Invoice 1960981	1/17/2018				
Transaction Date	1/26/2018	Security Bank	10100	<b>Total</b>	\$113.75
Refer	11885 <u>FRONTIER</u>	<u>Ck# 004794E 2/9/2018</u>			
Cash Payment	E 640-49480-321 Telephone	WWTF			\$210.59
Invoice	1/16/2018				
Transaction Date	1/26/2018	Security Bank	10100	<b>Total</b>	\$210.59
Refer	11886 <u>VERIZON WIRELESS</u>	-			
Cash Payment	E 640-49470-321 Telephone	OSH AUTO DIALER			\$14.61
Invoice 9799850022	1/13/2018				
Transaction Date	1/26/2018	Security Bank	10100	<b>Total</b>	\$14.61
Refer	11887 <u>XCEL ENERGY</u>	<u>Ck# 004795E 2/13/2018</u>			
Cash Payment	E 640-49480-381 Electric Utilities	WWTF			\$2,857.55
Invoice 577169365	1/18/2018				
Cash Payment	E 100-42280-381 Electric Utilities	FD			\$182.47
Invoice 577169365	1/18/2018				
Cash Payment	E 620-49410-381 Electric Utilities	WELL #2			\$847.81
Invoice 577169365	1/18/2018				
Cash Payment	E 100-41940-381 Electric Utilities	CITY HALL			\$610.07
Invoice 577169365	1/18/2018				
Cash Payment	E 640-49470-381 Electric Utilities	OSH LIFT			\$516.58
Invoice 577169365	1/18/2018				
Cash Payment	E 620-49410-381 Electric Utilities	WATER TOWER			\$216.71
Invoice 577169365	1/18/2018				

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Cash Payment	E 100-43700-381 Electric Utilities	P/W		\$240.38
Invoice	577169365 1/18/2018			
Cash Payment	E 620-49410-381 Electric Utilities	WTP		\$1,283.44
Invoice	577169365 1/18/2018			
Cash Payment	E 640-49470-381 Electric Utilities	RED BARN LIFT		\$28.70
Invoice	577169365 1/18/2018			
Cash Payment	E 100-45000-381 Electric Utilities	OSH CONCESS		\$11.49
Invoice	577169365 1/18/2018			
Cash Payment	E 100-43160-381 Electric Utilities	ASH AVE STREETLIGHTS		\$32.90
Invoice	577169365 1/18/2018			
Transaction Date	1/26/2018	Security Bank	10100	<b>Total</b> \$6,828.10
Refer	11892 <u>TECHSTAR IT SOLUTIONS</u>	-		
Cash Payment	E 100-41920-312 Software Support	IT SERVICES		\$322.00
Invoice	7618 2/1/2018			
Cash Payment	E 100-41920-400 Repairs & Maint Cont	MAINTENANCE		\$37.50
Invoice	7582 2/1/2018			
Transaction Date	2/1/2018	Security Bank	10100	<b>Total</b> \$359.50
Refer	11893 <u>PERA</u>	-		
Cash Payment	E 100-42290-124 Fire Pension Contributio	VOLUNTEER FF RETIREMENT PLAN		\$3,726.00
Invoice	113806 9/29/2017			
Transaction Date	2/1/2018	Security Bank	10100	<b>Total</b> \$3,726.00
Refer	11894 <u>CITY OF SHAKOPEE</u>	-		
Cash Payment	E 100-42100-300 Professional Srvs	SW DRUG TASK FORCE 2018 MEMBERSHIP DUES		\$2,100.00
Invoice	8655 1/22/2018			
Transaction Date	2/1/2018	Security Bank	10100	<b>Total</b> \$2,100.00
Refer	11895 <u>CARVER COUNTY</u>	-		
Cash Payment	E 100-41000-301 Auditing and Acct g Servi	EOY 17 TAX DISTR. VERIFICATION		\$150.00
Invoice	2067 1/30/2018			
Transaction Date	2/1/2018	Security Bank	10100	<b>Total</b> \$150.00
Refer	11896 <u>FRONTIER</u>	<u>Ck# 004797E 2/15/2018</u>		
Cash Payment	E 620-49410-321 Telephone	WTP		\$79.98
Invoice	1/22/2018			
Transaction Date	2/1/2018	Security Bank	10100	<b>Total</b> \$79.98
Refer	11897 <u>VERIZON WIRELESS</u>	<u>Ck# 004798E 2/16/2018</u>		
Cash Payment	E 640-49480-321 Telephone	ON CALL PHONE		\$14.18
Invoice	9800340027 1/21/2018			
Cash Payment	E 620-49410-321 Telephone	ON CALL PHONE		\$14.18
Invoice	9800340027 1/21/2018			
Cash Payment	E 100-43100-321 Telephone	ON CALL PHONE		\$14.18
Invoice	9800340027 1/21/2018			
Transaction Date	2/1/2018	Security Bank	10100	<b>Total</b> \$42.54
Refer	11898 <u>VERIZON WIRELESS</u>	<u>Ck# 004799E 2/12/2018</u>		
Cash Payment	E 100-42280-321 Telephone	TABLET		\$40.01
Invoice	9800255053 1/20/2018			
Cash Payment	E 100-42280-321 Telephone	CELL		\$1.22
Invoice	9800255053 1/20/2018			

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Transaction Date	2/1/2018	Security Bank	10100	Total	\$41.23
Refer	11899 METRO WEST INSPECTION SERVI				
Cash Payment	E 100-42400-300 Professional Svcs	FINALED PERMITS FOR DEC 2017			\$4,311.99
Invoice	1377	1/29/2018			
Transaction Date	2/1/2018	Security Bank	10100	Total	\$4,311.99
Refer	11900 LEAGUE OF MINNESOTA CITIES				
Cash Payment	E 620-49440-208 Training and Instruction	LMCIT/MMUA SAFETY TRAINING			\$150.00
Invoice	268024	1/23/2018			
Cash Payment	E 640-49490-208 Training and Instruction	LMCIT/MMUA SAFETY TRAINING			\$150.00
Invoice	268024	1/23/2018			
Cash Payment	E 100-43100-208 Training and Instruction	LMCIT/MMUA SAFETY TRAINING			\$150.00
Invoice	268024	1/23/2018			
Transaction Date	2/1/2018	Security Bank	10100	Total	\$450.00
Refer	11904 AQUAFIX INC				
Cash Payment	E 640-49480-216 Chemicals and Chem Pr	CHEMICALS			\$3,077.10
Invoice	23206	1/8/2018			
Transaction Date	2/2/2018	Security Bank	10100	Total	\$3,077.10
Refer	11905 IN CONTROL INC				
Cash Payment	E 640-49480-404 Repairs/Maint Machinery	ENGINEERING SERVICES WWTF B.THOMAS			\$1,392.00
Invoice	17068MC01	1/23/2018			
Transaction Date	2/2/2018	Security Bank	10100	Total	\$1,392.00
Refer	11906 EMERGENCY RESPONSE SOLUTI				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	CAIRNS FIRE HELMET SHEILD			\$53.04
Invoice	10272	1/26/2018			
Transaction Date	2/2/2018	Security Bank	10100	Total	\$53.04
Refer	11918 CARVERLINK				
Cash Payment	E 100-41000-321 Telephone	CITY HALL			\$50.00
Invoice	1935	2/6/2018			
Cash Payment	E 100-42280-321 Telephone	INTERNET ACCESS			\$50.00
Invoice	1935	2/6/2018			
Cash Payment	E 640-49480-321 Telephone	INTERNET ACCESS			\$50.00
Invoice	1935	2/6/2018			
Cash Payment	E 620-49410-321 Telephone	INTERNET ACCESS			\$50.00
Invoice	1935	2/6/2018			
Transaction Date	2/6/2018	Security Bank	10100	Total	\$200.00
Refer	11919 LEAGUE OF MINNESOTA CITIES				
Cash Payment	E 100-42200-360 Insurance (GENERAL)	FD			\$1,246.11
Invoice		1/30/2018			
Cash Payment	E 100-41000-360 Insurance (GENERAL)	CLERICAL			\$287.27
Invoice		1/30/2018			
Cash Payment	E 100-45000-360 Insurance (GENERAL)	PARKS			\$38.43
Invoice		1/30/2018			
Cash Payment	E 100-41000-360 Insurance (GENERAL)	MUNICIPAL EMPL			\$0.82
Invoice		1/30/2018			
Cash Payment	E 100-41000-360 Insurance (GENERAL)	ELECTED OFFIC			\$19.90
Invoice		1/30/2018			

## Payments

Current Period: February 2018

Cash Payment	E 100-43100-360 Insurance (GENERAL)	GENERAL MAINT		\$1,815.47
Invoice	1/30/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$3,408.00
Refer	11920 HERALD JOURNAL PUBLISHING IN			
Cash Payment	E 100-41000-351 Legal Notices Publishing	ORDINANCE 217		\$112.77
Invoice	2/1/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$112.77
Refer	11921 LEAGUE OF MINNESOTA CITIES			
Cash Payment	E 100-41300-208 Training and Instruction	LEADERSHIP CONFERENCE FOR MAGGIE		\$675.00
Invoice	16659 2/1/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$675.00
Refer	11922 ZTS PRODUCTIONS			
Cash Payment	E 100-41100-300 Professional Svcs	PROFESSIONAL SERVICES AUG-DEC 2017		\$225.00
Invoice	18002 1/1/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$225.00
Refer	11923 CENTERPOINT ENERGY	Ck# 004809E 2/27/2018		
Cash Payment	E 620-49410-383 Gas Utilities	WTP		\$143.58
Invoice	1/30/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$143.58
Refer	11924 CENTERPOINT ENERGY	Ck# 004810E 2/27/2018		
Cash Payment	E 100-42280-383 Gas Utilities	FD		\$525.99
Invoice	1/30/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$525.99
Refer	11925 CENTERPOINT ENERGY	Ck# 004811E 2/27/2018		
Cash Payment	E 100-41940-383 Gas Utilities	CITY HALL		\$977.95
Invoice	1/30/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$977.95
Refer	11926 CENTERPOINT ENERGY	Ck# 004812E 2/27/2018		
Cash Payment	E 100-43700-383 Gas Utilities	P/W		\$155.95
Invoice	1/30/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$155.95
Refer	11927 CENTERPOINT ENERGY	Ck# 004813E 2/27/2018		
Cash Payment	E 640-49480-383 Gas Utilities	WWTF		\$1,417.19
Invoice	1/30/2018			
Transaction Date	2/6/2018	Security Bank	10100	<b>Total</b> \$1,417.19
Refer	11929 MAYER LUMBER CO INC			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	214 COMM CTR CHAIRS		\$2,632.20
Invoice	152706 1/3/2018			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	DAMAGED CHAIRS CREDIT		-\$98.40
Invoice	1/3/2018			
Cash Payment	E 100-42260-400 Repairs & Maint Cont	PAINT & SUPPLIES		\$17.47
Invoice	152867 1/9/2018			
Cash Payment	E 100-42280-400 Repairs & Maint Cont	COMMERCIAL KEYPAD		\$812.30
Invoice	152977 1/11/2018			
Cash Payment	E 620-49410-400 Repairs & Maint Cont	AP CAULK		\$16.58
Invoice	152917 1/10/2018			

Payments

Current Period: February 2018

Cash Payment	E 100-41940-400 Repairs & Maint Cont	NEW GYM DOORS & LABOR	\$1,780.64
Invoice	152975	1/11/2018	
Cash Payment	E 620-49410-400 Repairs & Maint Cont	WTP REPAIRS	\$34.01
Invoice	153099	1/16/2018	
Cash Payment	E 620-49410-400 Repairs & Maint Cont	WTP REPAIRS	\$1.74
Invoice	153121	1/17/2018	
Cash Payment	E 100-42260-400 Repairs & Maint Cont	CASES OF WATER	\$11.20
Invoice	153122	1/17/2018	
Cash Payment	E 620-49410-400 Repairs & Maint Cont	AP CAULK	\$16.58
Invoice	153180	1/18/2018	
Cash Payment	E 100-43700-400 Repairs & Maint Cont	TOGGLE BOLTS	\$2.58
Invoice	152791	1/5/2018	
Cash Payment	E 100-43700-400 Repairs & Maint Cont	9V BATTERIES	\$13.28
Invoice	153506	1/30/2018	
Cash Payment	E 100-43700-400 Repairs & Maint Cont	APPLIANCE CORD, PAINTING SUPPLIES	\$24.77
Invoice	153503	1/30/2018	
Cash Payment	E 100-43700-400 Repairs & Maint Cont	CLEANING SUPPLIES	\$33.36
Invoice	153407	1/26/2018	
Cash Payment	E 100-43700-400 Repairs & Maint Cont	LUMBER	\$249.37
Invoice	153347	1/25/2018	
Cash Payment	E 640-49480-404 Repairs/Maint Machinery	GLOVES	\$177.75
Invoice	153322	1/24/2018	
Cash Payment	E 640-49480-404 Repairs/Maint Machinery	GLOVES	\$19.75
Invoice	153337	1/24/2018	
Transaction Date	2/7/2018	Security Bank	10100
		<b>Total</b>	<b>\$5,745.18</b>
Refer	11930	<u>UTILITY CONSULTANTS, INC.</u>	
Cash Payment	E 620-49440-215 Samples	COLIFORM	\$40.00
Invoice	97049	1/2/2018	
Transaction Date	2/7/2018	Security Bank	10100
		<b>Total</b>	<b>\$40.00</b>
Refer	11931	<u>WIDMER CONSTRUCTION LLC</u>	
Cash Payment	E 100-43125-300 Professional Svcs	SNOW REMOVAL 1/15, 1/22, 1/31	\$7,412.50
Invoice	4410	1/31/2018	
Transaction Date	2/7/2018	Security Bank	10100
		<b>Total</b>	<b>\$7,412.50</b>
Refer	11932	<u>TOM GOEPFERT</u>	
Cash Payment	E 620-49440-300 Professional Svcs	ON CALL HOUR 2/3, 2/4 2018	\$50.00
Invoice	PR 3	2/7/2018	
Cash Payment	E 640-49480-300 Professional Svcs	ON CALL HOUR 2/3, 2/4 2018	\$50.00
Invoice	PR 3	2/7/2018	
Transaction Date	2/7/2018	Security Bank	10100
		<b>Total</b>	<b>\$100.00</b>
Refer	11933	<u>DAWN CLEMENSEN</u>	
Cash Payment	E 100-41940-300 Professional Svcs	CLEANING SERVICES FOR JANUARY 2018	\$375.00
Invoice	2-1-2018	2/7/2018	
Transaction Date	2/7/2018	Security Bank	10100
		<b>Total</b>	<b>\$375.00</b>
Refer	11934	<u>GRAINGER</u>	
Cash Payment	E 640-49480-404 Repairs/Maint Machinery	GRIT SOLENOID REPLCMNT	\$628.94
Invoice	9678829046	1/24/2018	
Cash Payment	E 640-49480-404 Repairs/Maint Machinery	CLARIFIER WATER LINE	\$6.97
Invoice	9682549416	1/29/2018	

**MAYER, MN**  
**Payments**

Current Period: February 2018

Transaction Date	2/7/2018	Security Bank	10100	<b>Total</b>	\$635.91
Refer	11935 <u>FREMONT INDUSTRIES, INC</u>				
Cash Payment	E 640-49480-216 Chemicals and Chem Pr	COAGULANT			\$1,134.00
Invoice	2018-15595-00	1/26/2018			
Transaction Date	2/7/2018	Security Bank	10100	<b>Total</b>	\$1,134.00
Refer	11936 <u>JOHNSON, ALISA</u> <u>Ck# 021376 2/7/2018</u>				
Cash Payment	E 100-45000-110 Other Pay Boards & Co	PYMT FOR 2 SPECIAL MTGS 2017			\$60.00
Invoice	2/7/2018				
Transaction Date	2/7/2018	Security Bank	10100	<b>Total</b>	\$60.00
Refer	11938 <u>ECM PUBLISHERS, INC</u>				
Cash Payment	E 100-41940-400 Repairs & Maint Cont	BRIDAL GUIDE			\$170.00
Invoice	570764	2/4/2018			
Transaction Date	2/8/2018	Security Bank	10100	<b>Total</b>	\$170.00

**Fund Summary**

	10100 Security Bank
100 GENERAL FUND	\$32,125.53
620 WATER FUND	\$2,944.61
640 SEWER FUND	\$11,745.91
650 STORM WATER FUND	\$17,070.00
	\$63,886.05

Pre-Written Checks	\$10,583.10
Checks to be Generated by the Computer	\$53,302.95
<b>Total</b>	<b>\$63,886.05</b>

Mayor Dodge and Council,

**Website** –The website is coming along great! We do need pictures still. We have stock photos at the moment...and pictures can be taken in the spring by staff. Or we can put on a request on social media for pictures. 😊

**Ehlers Investments** – I met with Jack Fay from Ehlers this week to get started on the review of our current investments. He is gathering information at this time to put together a document of findings and suggestions in the near future. He will then come to council with his suggestions.

**Flagship Recreation** – Kyle and I met with a representative from Flagship Recreation this week to start planning for work that can be done in West Ridge Park this summer. This is part of the CIP. The representative will be coming to a future park and recreation meeting to discuss projects.

**Attorney RFPs** – RFPs were due on Wednesday, January 10, 2018. We received 6 proposals.

**Wage Study** - I contacted David Drowns to get started on the wage study. We are hoping to get going on the study before the end of January.

**Economic Development Conference** – I decided that I am going to check out a conference through Economic Development Association of Minnesota next week (Thursday and Friday). I haven't been to it before, but I hear good things from other City Administrators.

**Carver County Water Management** – I met with a representative (Madeline) this week. We talked about 2018 and ways in which we could educate residents on water conservation and good practices for keeping water sources clean. Also how to keep storm water flowing where it should. I think we had some good ideas. She works with many cities in Carver County.

**Carver County Department of Public Health** – I will be meeting on Friday with a representative from Carver County Department of Public Health (Patrick Stieg) on our goals for future trails and park spaces and facilities. His goal is to promote healthy lifestyles to improve health. He will provide his resources that he has available to the City.

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:** January 16, 2018  
**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 for the billing period from November 18<sup>th</sup>, 2017 to December 15, 2017:

### **Miscellaneous Engineering**

Miscellaneous engineering included attendance at the December 11<sup>th</sup>, Council meeting and the following:

- Coordination for as-built plans and project close out for the wetland restoration project
- Reviewing drainage issues for Mayer Lutheran High School
- TH 25 Project coordination with Mn/DOT
- Address map updates
- Reviewing a mitigation survey request from Carver County

8.5 hours of time was provided at the City's reduced hourly rate and the Council meeting was attended at no charge, which resulted in a savings to the City of **\$936**.

### **Hidden Creek 7<sup>th</sup> (Pass Thru)**

During the billing period, time was spent preparing a letter of credit reduction and project acceptance recommendation. Time was also spent reviewing street light spacing and site conditions.

### **Cold Water Crossing 7<sup>th</sup> (Pass Thru)**

During the billing period, time was spent reviewing questions from Carver County related to Outlots and reviewing the condition of the site.

### **Sprint Equipment Upgrades (Pass Thru)**

During the billing period, time was spent reviewing plans for proposed Sprint equipment upgrades at the Water Tower.



**To:** Mayor and Council Members

**From:** Kyle Kuntz

**Re:** Public Works Activities from November 21<sup>st</sup> to January 17<sup>th</sup> (2018)

### **Roads**

- Snow Events
  - Spread salt/sand on all intersections, curves, and hills
  - Plowed city hall, fire station, WTP, WWTP, and compost Site parking lots
  - Shoveled the build-up of snow around downtown light poles as needed
- Hung Christmas lights on downtown street lights and city sign
  - Replaced bad receptacles
  - Troubleshoot ground/neutral wiring issues
- Took down Christmas lights on downtown street lights and city sign
- Picked up cones along 5<sup>th</sup> St NE

### **Parks**

- Conducted playground inspections on monthly basis
- Plowed park paths after each snow event
- Built/assembled GAGA Pit

### **Water Treatment Facility**

- Executed daily rounds
- Performed chlorine, fluoride, iron, and manganese tests on a weekly basis
- Received chemical deliveries from DCP Industries on a monthly basis
- Took water samples for Minnesota Department of Health
  - Took all MDH water samples to UPS store in Waconia to be shipped
- Filled out monthly fluoride report for November 2017 and December 2017
- Changed out chlorine tanks as needed
- Flushed KMNO<sub>4</sub> feed line and mixed KMNO<sub>4</sub> on a regular basis
- Exercised generator at WTP and Well #2 on a monthly basis
- Conducted well #2 draw down on a weekly basis
- Worked on 2018 budget
- Troubleshoot issues with chlorine regulator
- Contacted well company about replacement of Well #2 and inspection of Well #1
- Plumbed in new drains for water bleed off from the high service and backwash pumps

### **Wastewater Treatment Facility**

- Executed daily rounds and weekly sampling procedures
- Ran TSS and settleability Tests
- Cleaned and rebuilt a number of digester diffusers
- Washed down scum manhole and control structure #2 as necessary
- Cleaned cyclone grit separator as necessary
- Greased clarifier drive and flocculater drive on a monthly basis
- Drained clarifier #2
  - Cleaned and inspected all mechanics
- Washed down floor in filter and clarifier building
- Removed large plug from control structure #2
- Adjusted height of traveling bridge filter #2

- Troubleshoot issues with make-up-air-unit
- Met with flow measurement company for annual meter calibrations
  - Performed a pump drawdown on the influent lift station
- Broke away ice build-up around digester nozzles as needed
- Fed grease control product on daily basis
- Installed new threshold on admin building door
- Troubleshoot issues with alarm dialer and influent lift station communication
  - InControl in to fix communication issue
  - Installed new fiber optic cable and switches
- Calibrated pH meters and replaced D.O. sensor caps
- Went over filling out EDMR's with Greg Kliver

### **Lift Stations & Collection System**

- Check lift station operations on daily basis
- Exercised generator on monthly basis
- Replaced lift station panel heater
- Adjusted air vent baffles
- Worked on 2018 budget

### **Miscellaneous**

- Worked on cleaning/organizing public works building in between other public works tasks
- Gopher one locates
- Worked on December public works activities sheet
- Changed out old water meters and MXU devices
- Installed MXU's and sealed water meters for new houses
- Read water meters on the 1<sup>st</sup> of each month
- Worked on 'On Call' schedule
- Ran to various stores to get supplies/materials
- Attended safety committee meeting and training in Waconia on a monthly basis
- Pushed up brush pile and compost pile as necessary
- Attended budget meeting on 11/28/17
- Attended council meeting on 12/11/18
- Unpacked new chairs for community center
  - Hauled old chairs to old public works building

### **Equipment**

- Fueled and washed equipment as needed
- Exercised bypass pump on a monthly basis
- Put away summer equipment and pulled out winter equipment
  - Mounted plow and sander on F550
  - Put snow tires on skid loader
- Met with vendors about trading-in the S590 skid loader
- Fixed electrical issue on S590 skid loader
- Worked on proposals for the purchase of a new skid steer and UTV snow plow

### **Safety Concerns**

- No safety concerns at this time

NIBRS - Activity Codes

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

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

**Activity Codes**  
**Non-criminal, Traffic and Administrative**

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

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

**ADMINISTRATIVE**

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



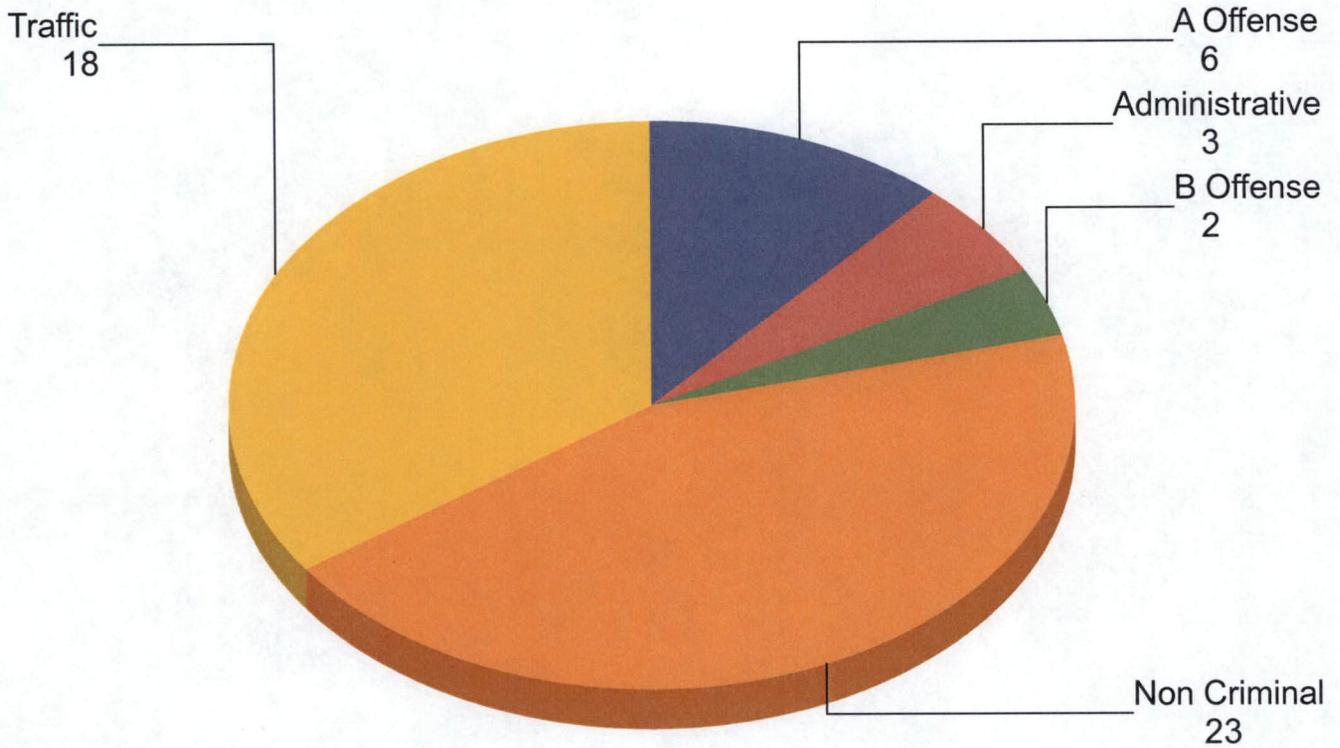
**City of Mayer**

**December 2017**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 12/01/2017 To: 12/31/2017**

**Mayer City**



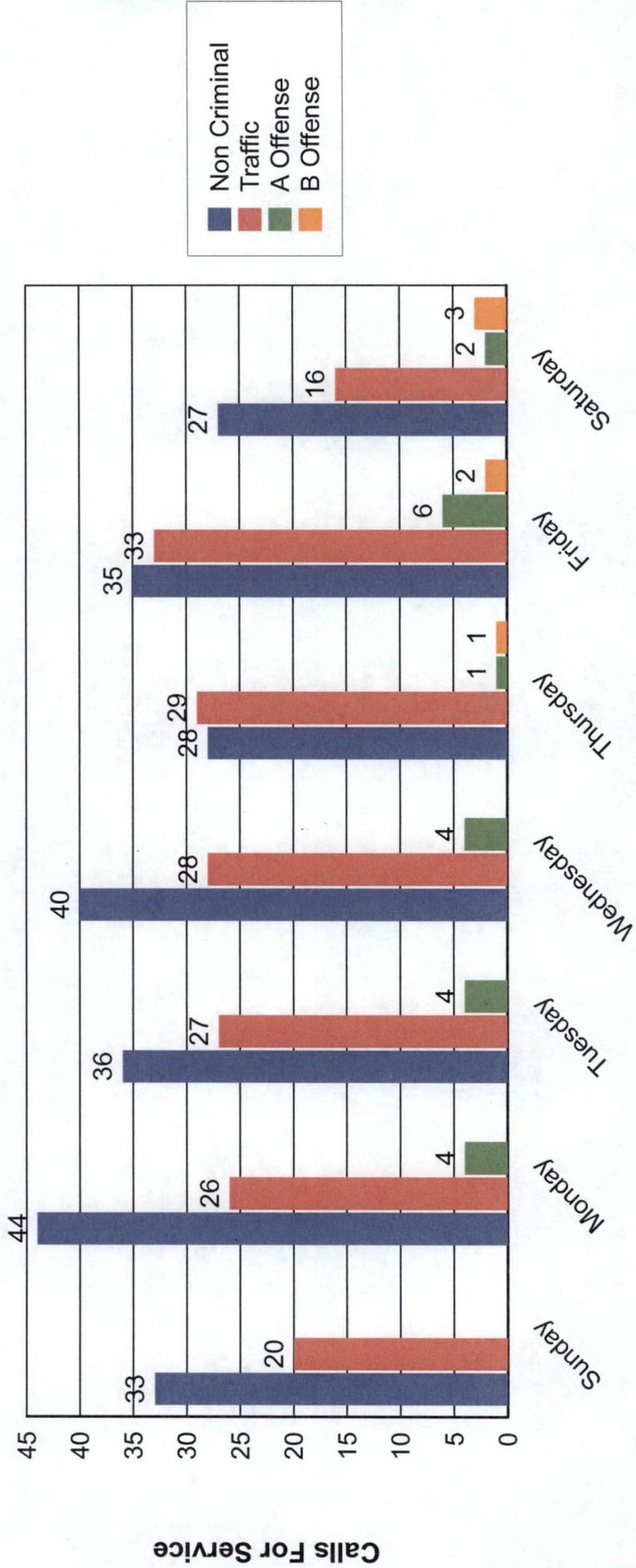
Total A Offense:	6
Total B Offense:	2
Total Non Criminal:	23
Total Traffic:	18
Total Administrative:	3

**Total Mayer City: 52**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
**From: 12/01/2017 To: 01/01/2017**

**Mayer City**

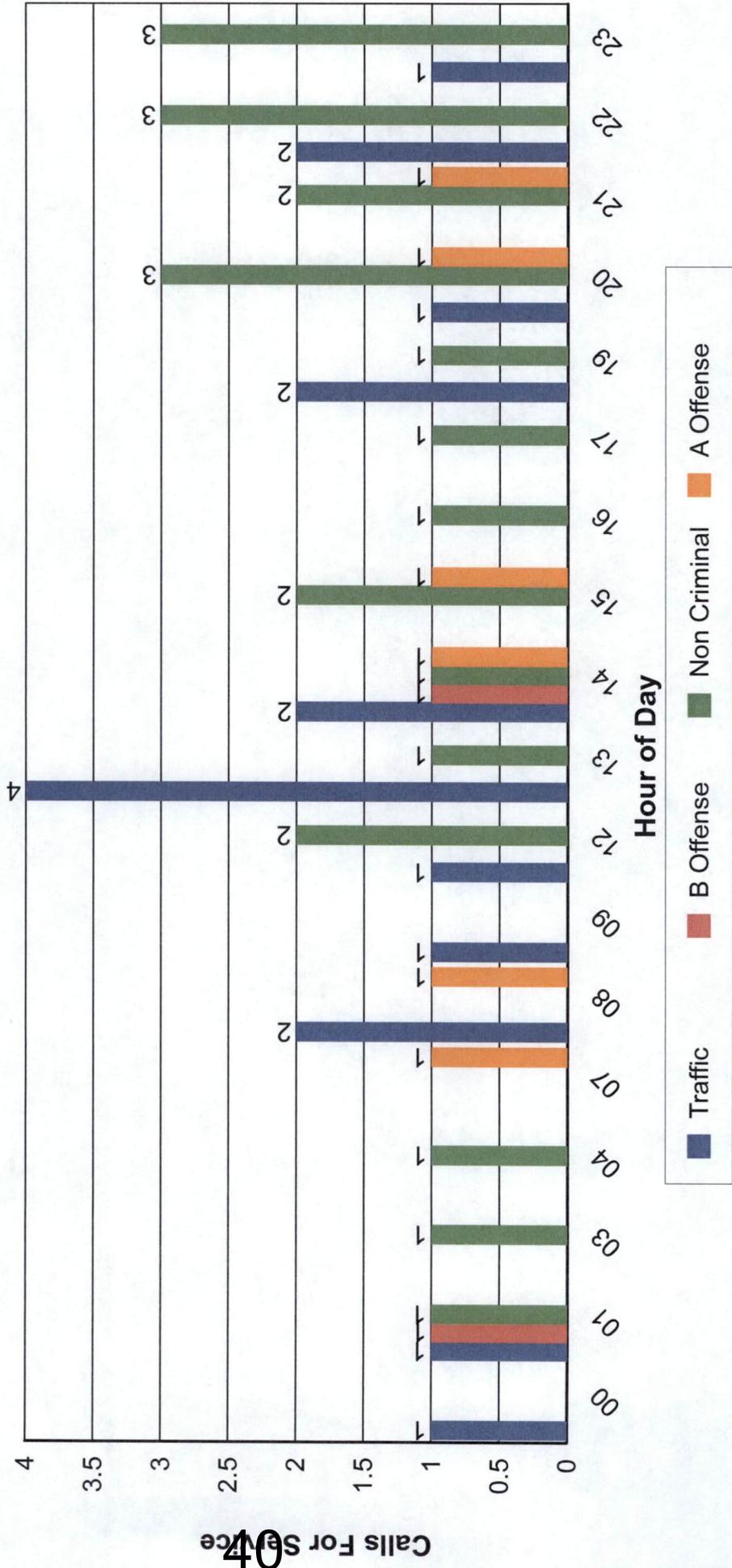


**Total Mayer City: 449**



Carver County Sheriff's Office  
 Hour of Day Analysis of Calls for Service  
 Patrol Activity  
 From: 12/01/2017 To: 12/31/2017

# Mayer City



Total Mayer City: 49



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 12/01/2017 To: 12/31/2017**

## Mayer City

### Patrol

#### A Offense

Assault	1
Property Damage	1
Stolen Property Offenses	1
Theft	3
<b>Total A Offense:</b>	<b>6</b>

#### B Offense

Traffic - alcohol Rel	1
Misc - criminal	1
<b>Total B Offense:</b>	<b>2</b>

#### Non Criminal

Misc Non-criminal	6
Alarm	4
Medical	4
Fire Call	3
Civil Process	2
Suspicious Activity	1
Open Door	1
Disturbance (Info Only)	2
<b>Total Non Criminal:</b>	<b>23</b>

#### Traffic

Traffic - Misc	3
Traffic Stop	10
Pd Accident	4
Driving Complaint	1
<b>Total Traffic:</b>	<b>18</b>

**Total Patrol: 49**

### Administrative

#### Administrative

GunPermit-CarryNew	1
GunPermit-CarryRenew	2
<b>Total Administrative:</b>	<b>3</b>

**Total Administrative: 3**

**Total Mayer City: 52**



# Carver County Sherff's Office

## Arrest Summary

From: 12/01/2017 To: 12/31/2017

### Mayer City

13C - Intimidation	1
23H - All Other Larceny	1
26C - Impersonation	1
280 - Stolen Property Offenses	2
35A - Drug/Narcotic Violations	1
90D - Driving Under the Influence	3
90Z - All Other Offenses	2

---

Total Number of Charges Involving All Arrests:	11
Total Number Individuals Arrested:	5
Total Incident With Arrests:	4



**Carver County Sherff's Office  
Traffic Citation Summary  
From: 12/01/2017 To: 12/31/2017**

**Mayer City**

Speed:	1
Total Mayer City:	1



**Carver County Sheriff's Office  
Verbal Warnings  
From: 12/01/2017 to 12/31/2017**

**Mayer City**

Traffic - Misc:	1
Traffic Stop:	10
Grand Total Verbal Warnings:	11



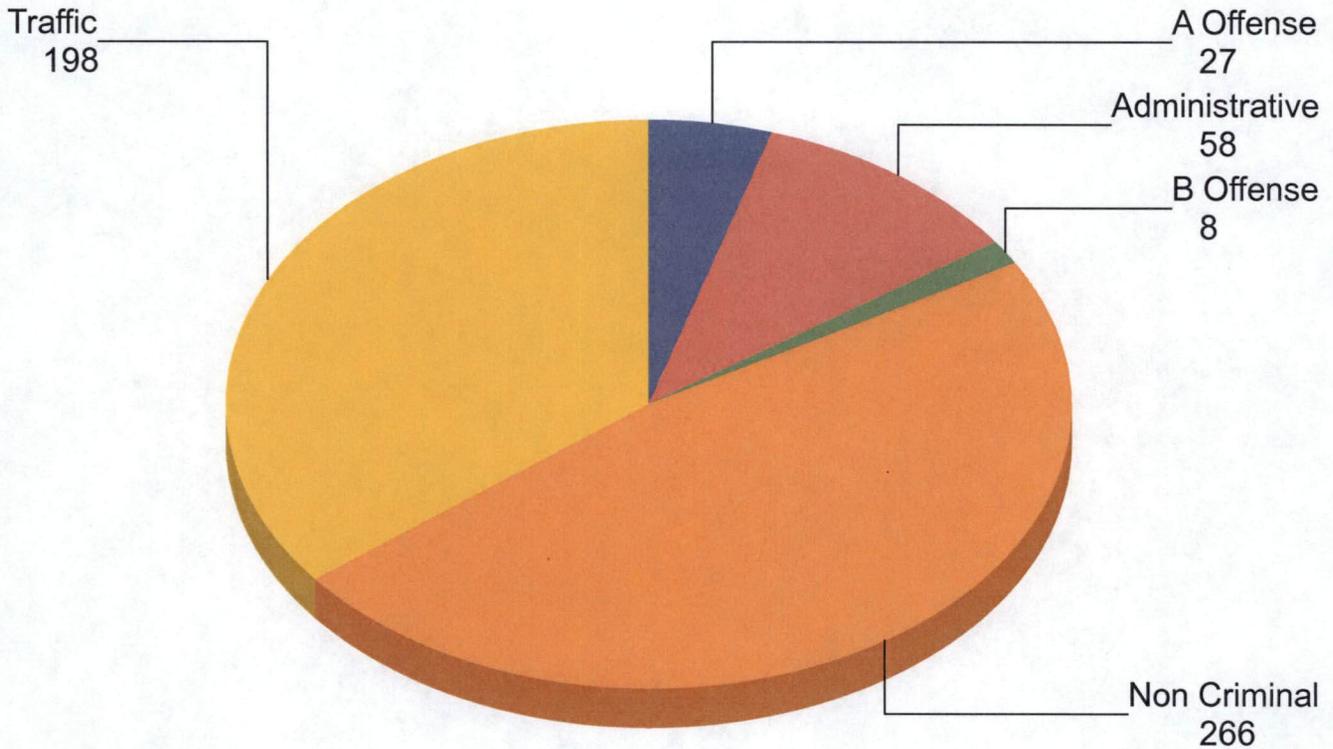
# **City of Mayer**

## **2017 – Year End**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2017 To: 12/31/2017**

**Mayer City**



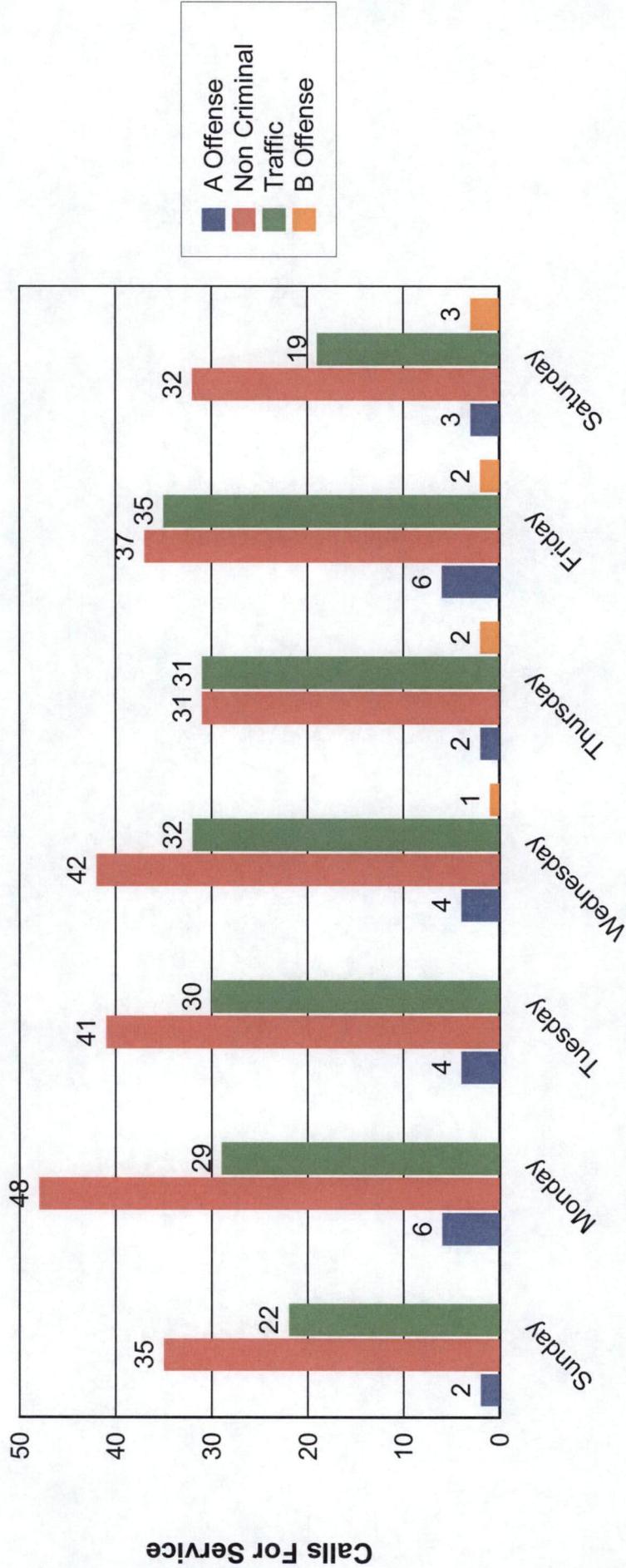
Total A Offense:	27
Total B Offense:	8
Total Non Criminal:	266
Total Traffic:	198
Total Administrative:	58

**Total Mayer City: 557**



Carver County Sheriff's Office  
 Day of Week Analysis of Calls for Service  
 Patrol Activity  
 From: 01/01/2017 To: 12/31/2017

# Mayer City



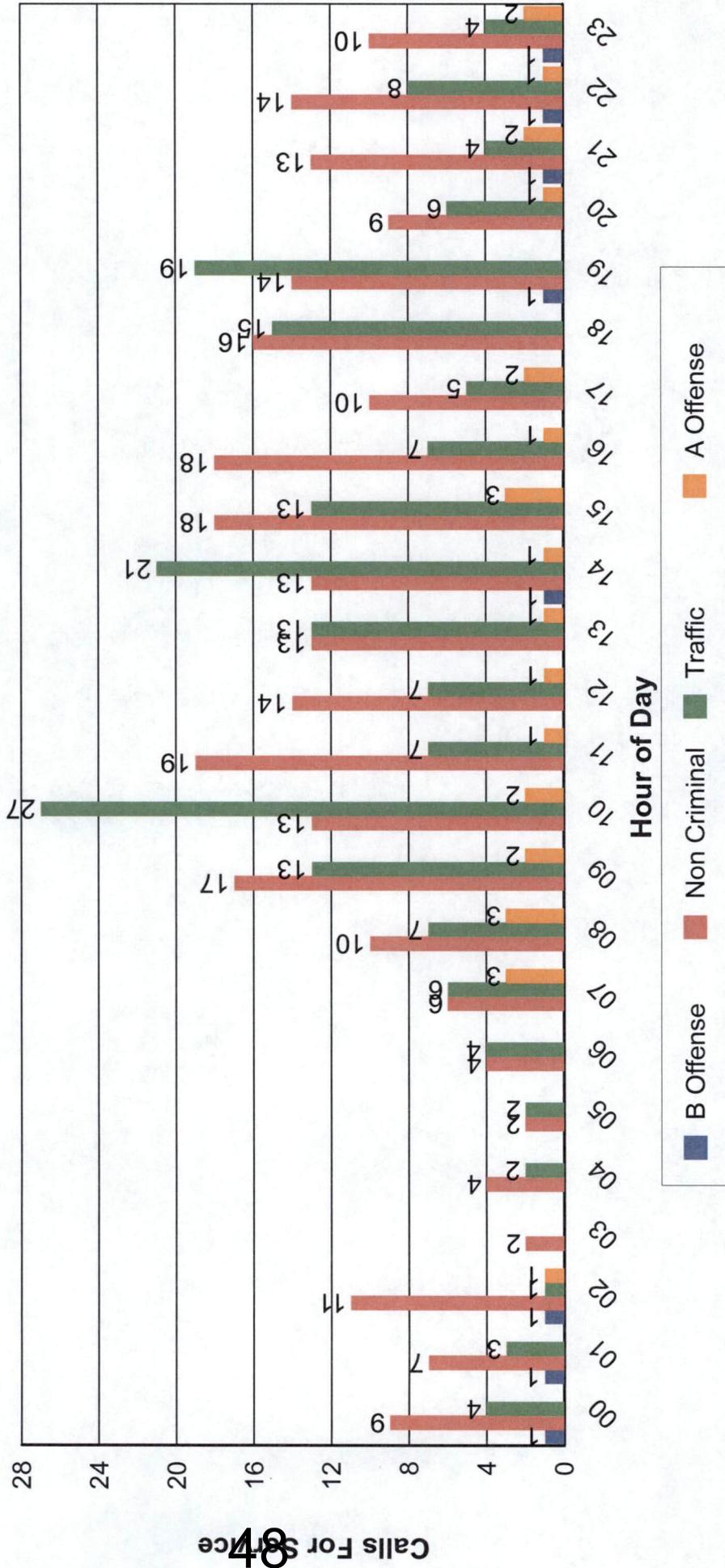
Total Mayer City: 499

Calls For Service



Carver County Sheriff's Office  
 Hour of Day Analysis of Calls for Service  
 Patrol Activity  
 From: 01/01/2017 To: 12/31/2017

**Mayer City**



**Total Mayer City: 499**



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 01/01/2017 To: 12/31/2017**

## Mayer City

### Patrol

#### A Offense

Assault	3
Agg. Assault	1
Burglary	2
Counterfeiting/Forgery	1
Drug Violation	3
Property Damage	4
Pornography	1
Stolen Property Offenses	1
Theft	7
Fraud	4

**Total A Offense:** 27

#### B Offense

Traffic - alcohol Rel	7
Misc - criminal	1

**Total B Offense:** 8

#### Non Criminal

Misc Non-criminal	46
Unlock Vehicle/bldg	1
Alarm	27
Domestic	2
Abuse/Neglect (Info Only)	6
Animal	21
Medical	58
House Check	1
Assist Other Agency	7
Fire Call	12
Mental Health	6
Civil Process	3
Warrant Service	5
Suspicious Activity	33
Open Door	7
Disturbance (Info Only)	30
Child Custody Dispute	1

**Total Non Criminal:** 266

#### Traffic

Traffic - Misc	20
Traffic Stop	142
Pd Accident	19
Driving Complaint	17

**Total Traffic:** 198

**Total Patrol: 499**

### Administrative



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2017 To: 12/31/2017**

**Administrative**

GunPermit-Acquire	23
GunPermit-CarryNew	18
GunPermit-CarryRenew	8
ATF	2
GunPermit- Carry Late Ren	2
Rec Ck - Individual	1
Lic - Liquor	4
<b>Total Administrative:</b>	<hr/> <b>58</b>

**Total Administrative: 58**

**Total Mayer City: 557**



# Carver County Sherff's Office

## Arrest Summary By Beat

From: 01/01/2017 To: 12/31/2017

	Total Charges	Total Arrestees	Total Incidents
<b>Mayer City</b>			
13A - Aggravated Assault	1	1	1
13B - Simple Assault	1	1	1
13C - Intimidation	1	1	1
23H - All Other Larceny	1	1	1
26C - Impersonation	1	0	0
280 - Stolen Property Offenses	2	2	1
35A - Drug/Narcotic Violations	3	2	2
35B - Drug Equipment Violations	2	2	1
90D - Driving Under the Influence	16	7	7
90G - Liquor Law Violations	2	1	0
90Z - All Other Offenses	2	0	0
<b>Total Mayer City:</b>	<b>32</b>	<b>18</b>	<b>15</b>



**Carver County Sherff's Office  
Traffic Citation Summary  
From: 01/01/2017 To: 12/31/2017**

**Mayer City**

Expired Tabs:	1
Improper Pass:	1
Inattentive Driving:	1
No Proof Of Insurance:	1
Seatbelt Violation:	5
Snowbird / Winter Parking:	1
Speed:	9
Unsafe Equipment:	1
<b>Total Mayer City:</b>	<b>20</b>



**Carver County Sheriff's Office  
Verbal Warnings  
From: 01/01/2017 to 12/31/2017**

**Mayer City**

<b>Animal:</b>	<b>1</b>
<b>Driving Complaint:</b>	<b>2</b>
<b>Misc Non-criminal:</b>	<b>1</b>
<b>Traffic - Misc:</b>	<b>1</b>
<b>Traffic Stop:</b>	<b>122</b>
<b>Grand Total Verbal Warnings:</b>	<b>127</b>



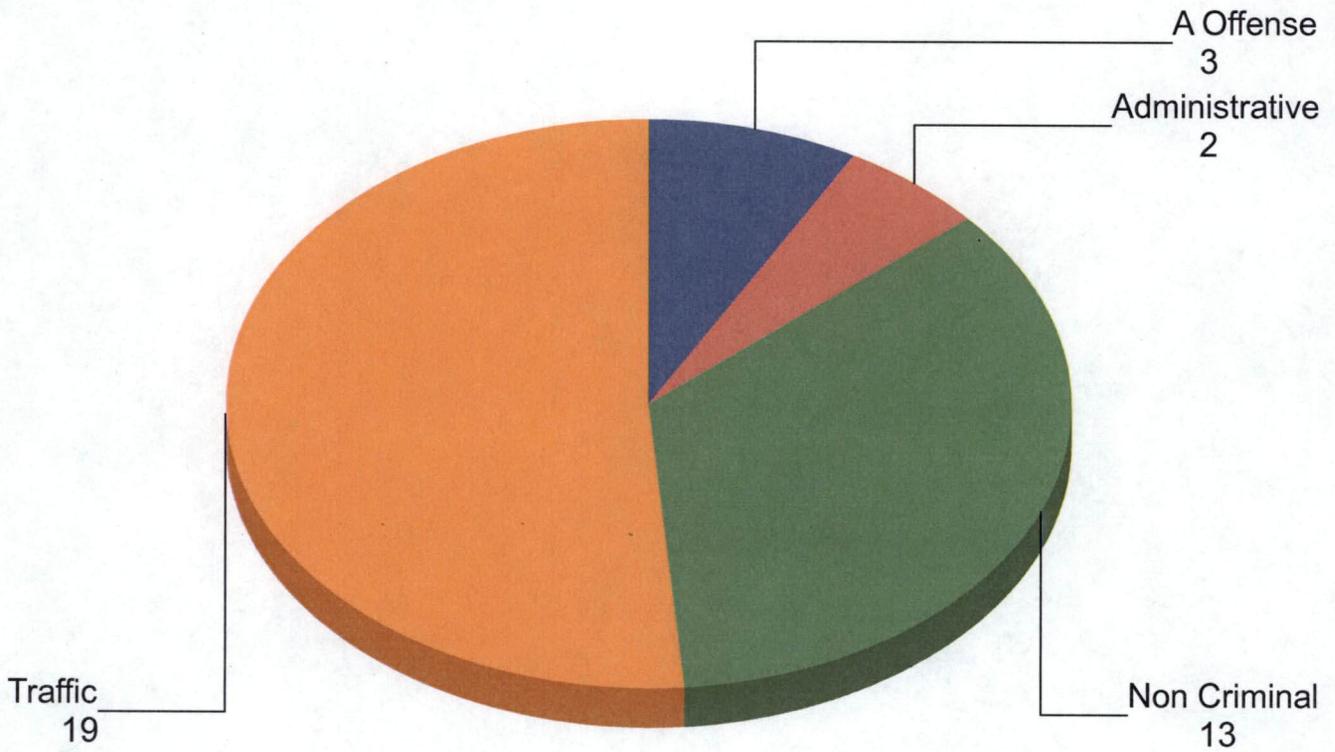
**City of Mayer**

**January - 2018**



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 01/01/2018 To: 01/31/2018**

**Mayer City**



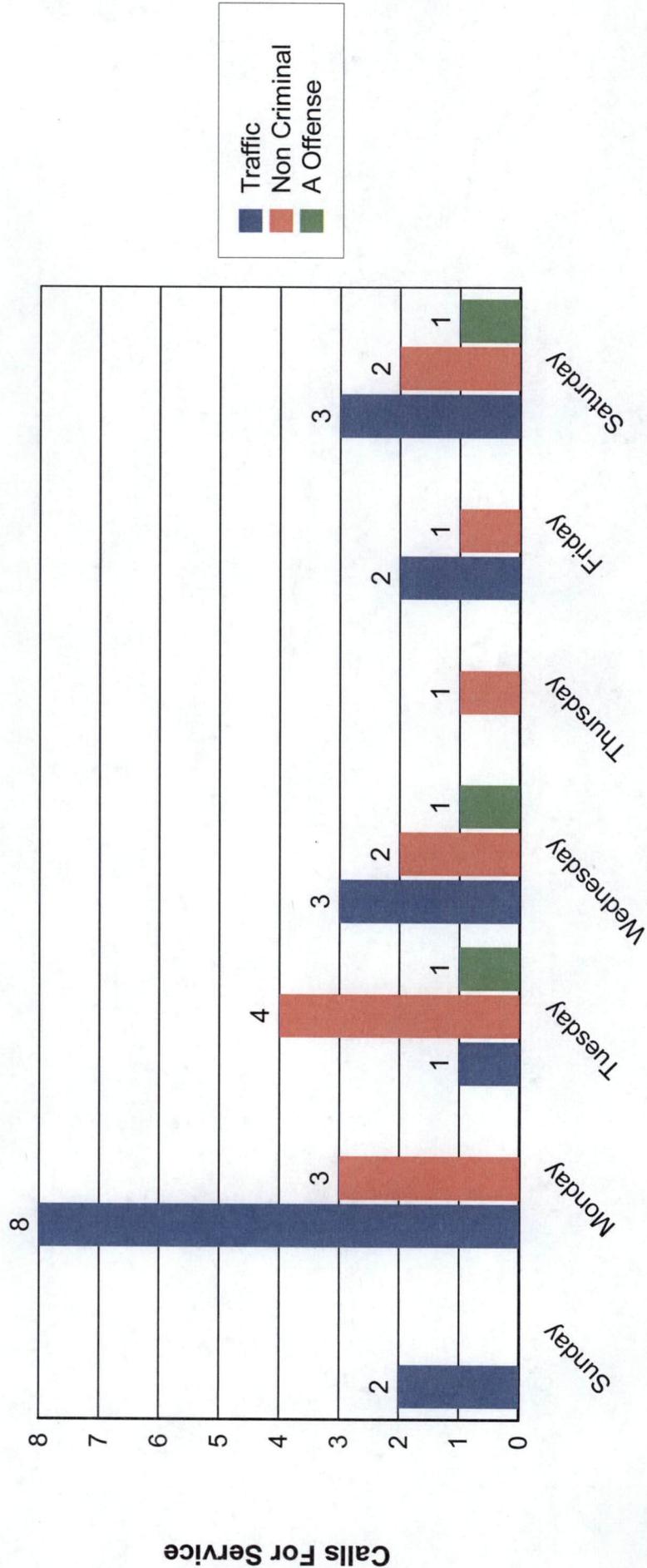
Total A Offense:	3
Total Non Criminal:	13
Total Traffic:	19
Total Administrative:	2

**Total Mayer City: 37**



Carver County Sheriff's Office  
 Day of Week Analysis of Calls for Service  
 Patrol Activity  
 From: 01/01/2018 To: 01/31/2018

# Mayer City



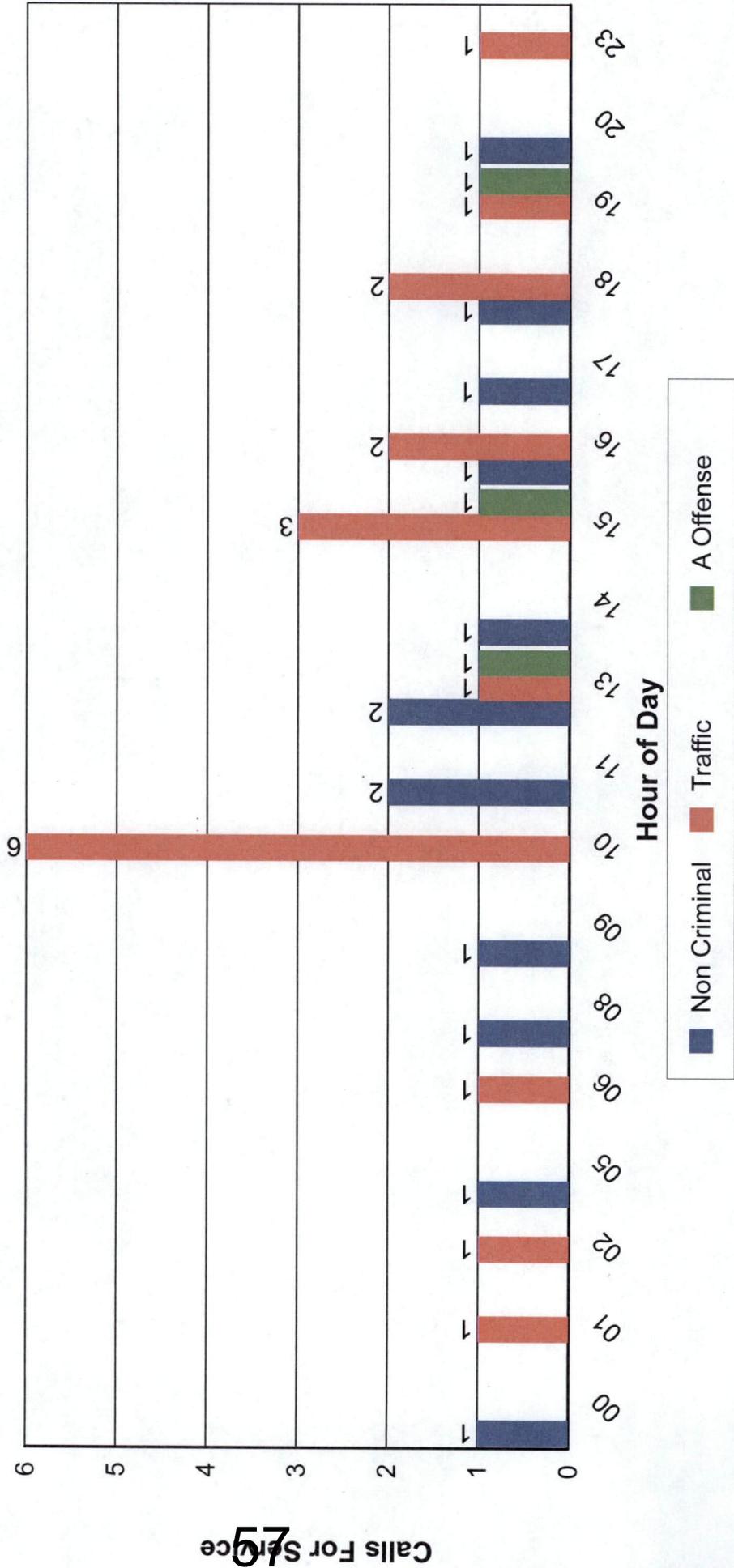
Total Mayer City: 35

Calls For Service



Carver County Sheriff's Office  
 Hour of Day Analysis of Calls for Service  
 Patrol Activity  
 From: 01/01/2018 To: 01/31/2018

**Mayer City**



Total Mayer City: 35



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2018 To: 01/31/2018**

## Mayer City

### Patrol

#### A Offense

Burglary	1
Fraud	2
<b>Total A Offense:</b>	<b>3</b>

#### Non Criminal

Misc Non-criminal	2
Alarm	1
Abuse/Neglect (Info Only)	1
Medical	6
Suspicious Activity	1
Open Door	1
Disturbance (Info Only)	1
<b>Total Non Criminal:</b>	<b>13</b>

#### Traffic

Traffic - Misc	1
Traffic Stop	16
Driving Complaint	2
<b>Total Traffic:</b>	<b>19</b>

**Total Patrol: 35**

### Administrative

#### Administrative

GunPermit-CarryRenew	1
ATF	1
<b>Total Administrative:</b>	<b>2</b>

**Total Administrative: 2**

**Total Mayer City: 37**



**Carver County Sherff's Office**  
**Traffic Citation Summary**  
**From: 01/01/2018 To: 01/31/2018**

**Mayer City**

DAS, DAR, DAC:	1
Total Mayer City:	1



**Carver County Sheriff's Office  
Verbal Warnings  
From: 01/01/2018 to 01/31/2018**

**Mayer City**

Traffic Stop:	14
Grand Total Verbal Warnings:	14



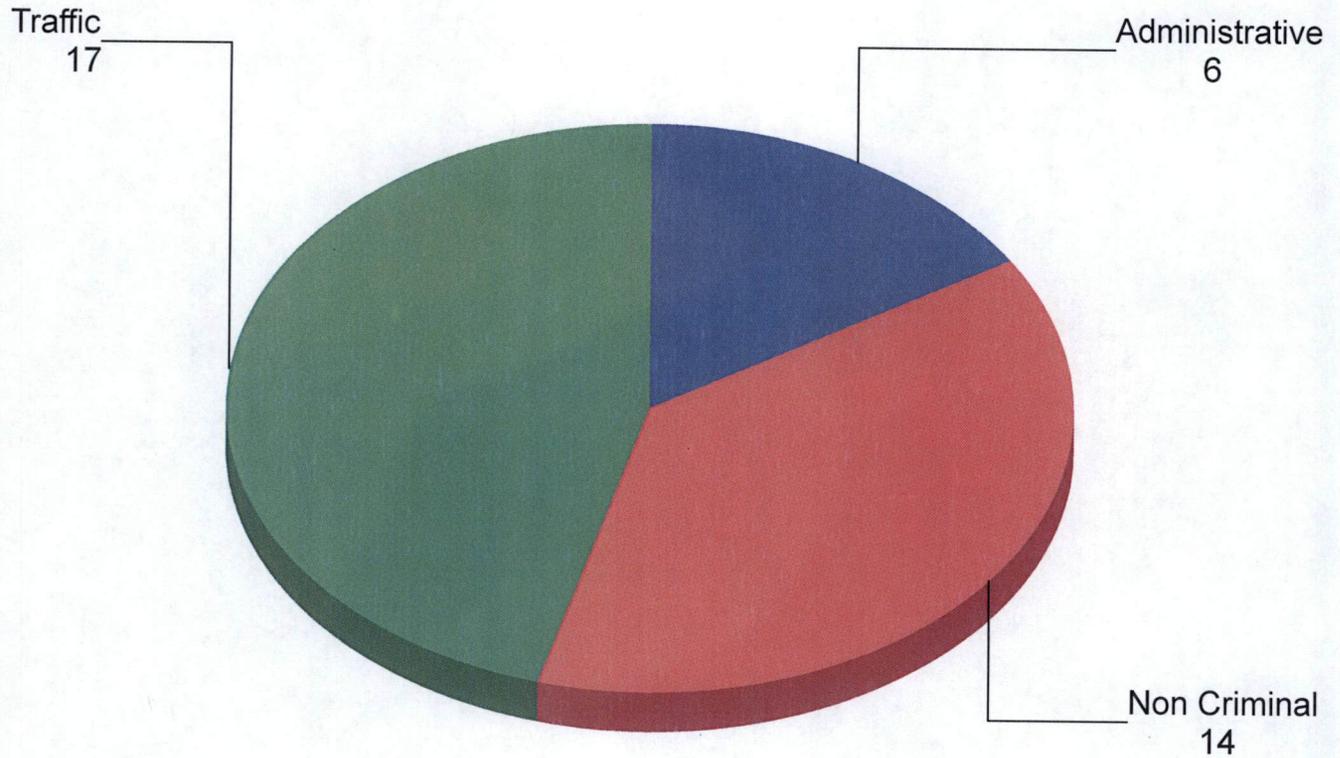
**City of Mayer**

**January - 2017**



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

**Mayer City**



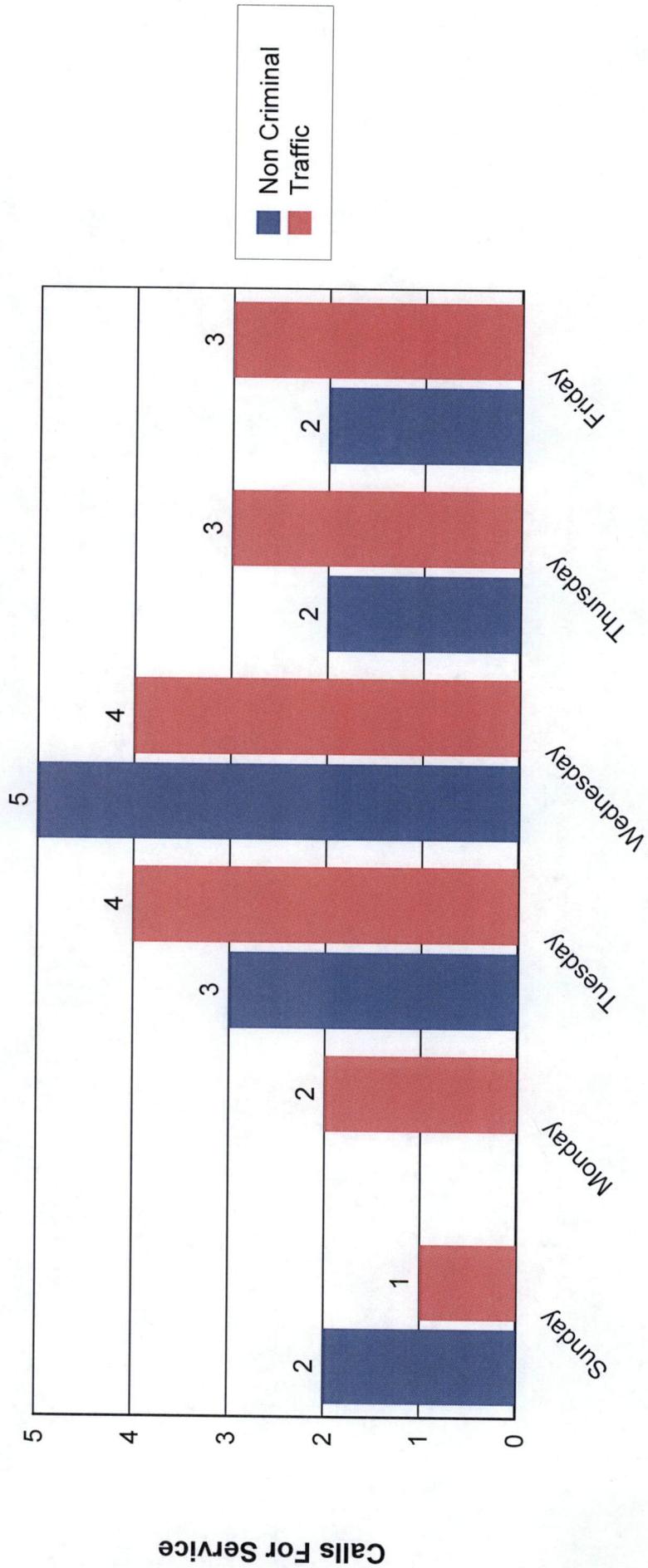
Total Non Criminal:	14
Total Traffic:	17
Total Administrative:	6

**Total Mayer City: 37**



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

# Mayer City

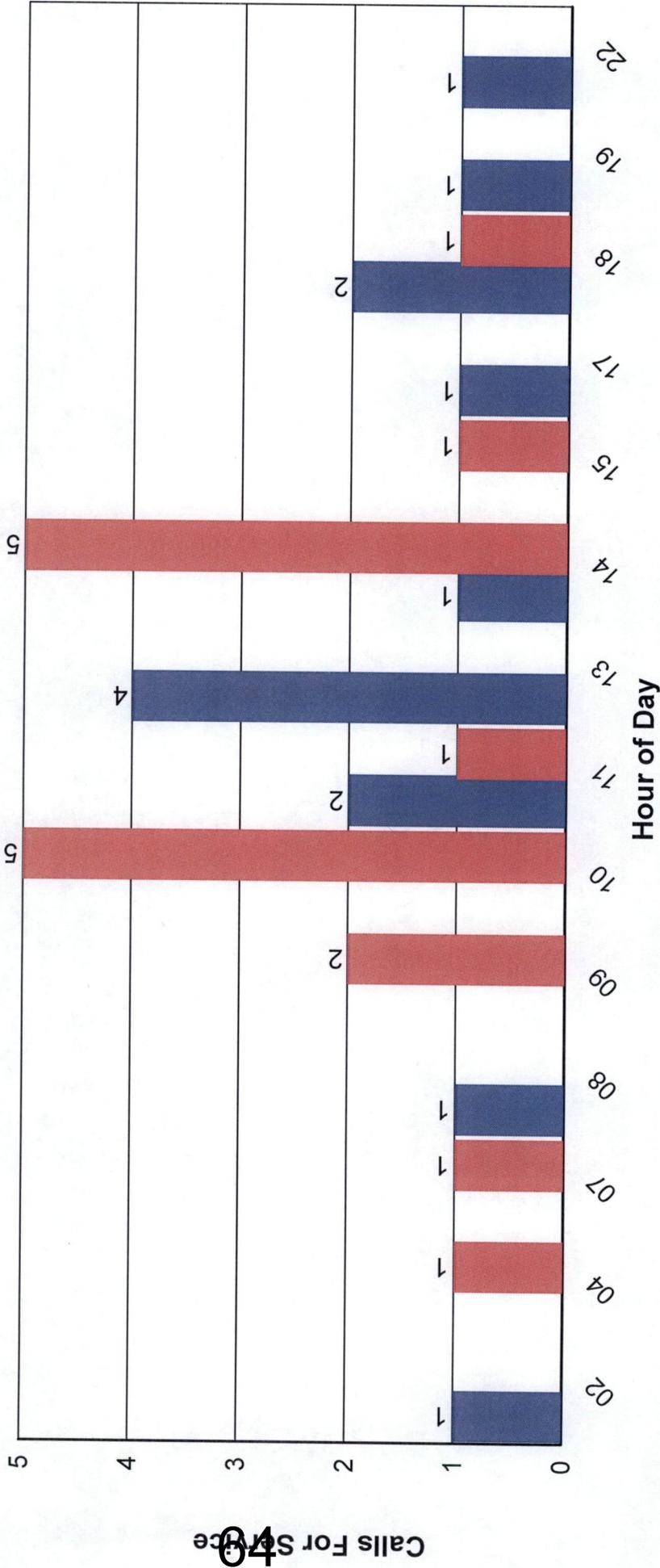


**Total Mayer City: 31**



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

# Mayer City



**Total Mayer City: 31**



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

# Mayer City

## Patrol

### Non Criminal

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

**Total Non Criminal: 14**

### Traffic

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

**Total Traffic: 17**

**Total Patrol: 31**

## Administrative

### Administrative

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

**Total Administrative: 6**

**Total Administrative: 6**

**Total Mayer City: 37**



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

**Mayer City**

Snowbird / Winter Parking:	1
Total Mayer City:	1



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

**Mayer City**

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

Date: February 7, 2018

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 01/31/18

**TOWNSHIP CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
01/05/18	1709	Watertown	Possible Car Crash, Hwy 25 & 50 <sup>th</sup> St	17
01/20/18	1747	Camden	Possible Grass Fire, Co Rd 30 & Union St	9
01/20/18	2130	Waconia	Car Crash, Co Rd 30 & Rutz Lake Rd	25
01/23/18	1602	Hollywood	Snowmobile Crash, ½ Mile west of CR 23 on Hwy 7	9

**CITY OF MAYER CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
01/01/18	0023	Watertown FD Standby	34
01/02/18	0849	Medical, 2308 Coldwater Crossing	9
01/06/18	1642	Medical, 500 Ash Ave S	16
01/11/18	1830	NYA Mutual Aid, 414 Railroad St	30
01/15/18	1315	Medical, 2308 Coldwater Crossing	10
01/23/18	0941	Medical, 2319 Coldwater Crossing	9
01/27/18	1157	Medical, 121 Bluejay Ave	12

**FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 01/31/18**

01/08/18	Regular Meeting
01/15/18	Group Training, Monitors & Thermo Imaging Guns
01/22/18	CPR Training
01/23/18	Debriefing Meeting
01/30/18	Chief and Emily Vollmer met in Edina with Insurance Rep in reference to LOD death for Jeff

**CITY OF MAYER  
RESOLUTION 2-6-18-3**

**RESOLUTION APPROVING CONTRIBUTIONS**

**WHEREAS,** The City of Mayer is generally authorized to accept real contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and bequests for the benefit of recreational service pursuant to Minnesota Statutes Section 471.17; and

**WHEREAS,** The following persons and entities have offered to contribute the cash sums set forth below to the City:

Name of Donor	Purpose	Amount
Mayer Baseball Club	Fire Department	\$5,000.00

**WHEREAS,** All sums have been contributed to assist the City in the establishment and operation of recreational facilities and programs within the City's corporate limits either alone or in cooperation with others, as allowed by law; and

**WHEREAS,** The City Council hereby finds that it is appropriate to accept the contributions offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAYER, MINNESOTA, AS FOLLOWS:**

1. The contributions described above are hereby accepted by the City of Mayer and shall be used to establish and operate recreational facilities and programs within the City's corporate limits either alone or in cooperation with others, as allowed by law.
2. That the City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Mayer this 12th day February 2018.

\_\_\_\_\_  
Michael Dodge, Mayor

\_\_\_\_\_  
Margaret McCallum, City Administrator

**City of Mayer**  
**Resolution No. 2-12-18-7**  
**Resolution Approving Contributions**

WHEREAS, The City of Mayer is generally authorized to accept contributions of real and personal property pursuant to Minnesota State Statute Sections 421.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and benefits for the benefit for recreational service pursuant Minnesota Statutes Section 471.17; and

WHEREAS, The following persons and entities have offered to contribute the cash sums set for below to the City:

Name of Donor	Purpose	Amount
Mayer Baseball Club	10% Fee	\$6,558.00

WHEREAS, All such sums have been contributed to assist the City in the establishment and operation of recreational facilities and programs within the City's corporate limits either alone or in cooperation with others, as allowed by law; and

WHEREAS, the City Council hereby finds that it is appropriate to accept the contributions offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAYER, MINNESOTA, AS FOLLOWS:

1. The contributions above are hereby accepted by the City of Mayer and shall be used to establish and operate recreational facilities and programs within the City's corporate limits either alone or in cooperation with others, as allowed by law.
2. That the City Administrator is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Mayer this 12<sup>th</sup> day of February 2018.

\_\_\_\_\_  
Mike Dodge, Mayor

\_\_\_\_\_  
Janell Gildemeister, Deputy City Clerk

**LG510 City or County Annual Report, 10% Lawful Gambling Contribution Fund**

**10% Lawful Gambling Contribution Fund Allowance**

Minnesota Statutes, Section 349.213, Subdivision 1, paragraph (f)(2), allows a city or county to require (by ordinance) an organization to contribute up to 10% per year of net profits, less taxes assessed on lawful gambling, to a fund that the city or county administers. The 10% contribution requirement may only be applied to net profits derived from lawful gambling conducted at premises within the city or county's jurisdiction. Net profits are gross profits less amounts expended for (a) allowable expenses, and (b) lawful gambling taxes.

Organizations must make 10% fund checks payable to the city or county requiring the funds, and not to any other payee. A licensed organization that contributes to the 10% fund may not be a beneficiary of that fund. A required contribution is different from a voluntary contribution to units of government (under lawful purpose Code A10) for government programs and projects, and cities or counties are not required to report voluntary contributions to the Board.

**City or County Information**

City or County Name (may not be township): City of Mayer This report is for calendar year 2017  
 Street: 413 Bluejay Avenue City: Mayer, MN Zip: 55360

**Financial Information, 10% Lawful Gambling Contribution Fund**

- 1. **Contribution rate** ..... 1. 10%  
 • Up to 10% per year of net profits (may not exceed 10%; may not be a variable rate).
- 2. **Fund balance as of December 31 of previous calendar year** ..... 2. \$ 0.00  
 • If none or negative, enter 0.
- 3. **Interest earned, if any, on fund balance for the calendar year** ..... 3. \$ 0.00
- 4. **Contributions received from licensed organizations for the 10% contribution fund:**
  - Use separate line for each site in your jurisdiction; use additional sheets if necessary.
  - You may use one total for "Amount Contributed" per organization, rather than per site.
  - Checks for contributions to the 10% fund **must be written to the city or county** and deposited in a fund administered by the city or county before the city or county may make expenditures from this fund.
  - Do not include amounts received for a local gambling regulatory tax or an investigation fee, or any voluntary contributions made to a city or county by an organization (see LG555).

Name of Licensed Organization	Organization License #	Site/Premises Name	Amount Contributed
Mayer Baseball Club	01772		\$ 6,852.00
<b>Enter total amount contributed on Line 4</b>			<b>\$ 6,852.00</b>

- 4. \$ 6,852.00
- 5. **Total required contributions and interest (add Lines 2, 3, and 4)** ..... 5. \$ 6,852.00
- 6. **From Page 2, enter total of expenditures the city or county made from its 10% fund** ..... 6. \$ 6,852.00  
 (Note: The Line 6 amount may not exceed the amount of Line 5.)
- 7. **Year-end balance on December 31** (Line 5 minus Line 6; enter 0 if negative balance) ..... 7. \$ 0.00

Continued on Page 2



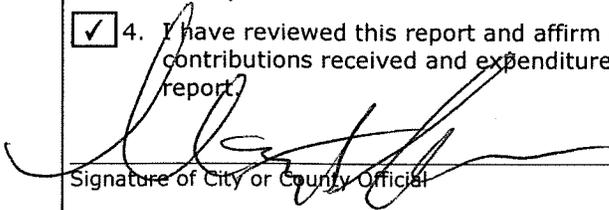
City or County Name: City of Mayer

**\* Use the codes listed below to describe expenditures from the 10% lawful gambling contribution fund.**

- A1 To a 501(c)(3) organization or a 501(c)(4) festival organization.
- A2 To relieve effects of poverty, homelessness, or disability.
- A3 Program for education, prevention, or treatment of problem gambling.
- A4 To a public or private nonprofit school.
- A5 To a scholarship fund.
- A6 For recognition of military service (open to the public) or support for active military personnel and their immediate family members in need.
- A7 Activities and facilities for youth.
- A10 Expenditures for police, fire, and other emergency or public safety-related services, equipment, and training. Not allowed: Contribution to pension or retirement fund.
- A11 To a church.
- A12 With Minnesota Pollution Control Agency (PCA) approval, citizen monitoring of surface water quality by individuals. Requires submission of data to PCA.
- A13 With DNR approval, wildlife management projects or activities that benefit the public-at-large; grooming or maintaining snowmobile or all-terrain vehicle trails, or other trails open to public use; supplies and materials for DNR-coordinated safety training and education programs.
- A14 For nutritional programs, food shelves, and congregate dining programs primarily for persons age 62 or older or disabled.
- A15 For community arts organizations, or sponsorship of community arts programs.
- A19 For humanitarian service, recognizing volunteerism or philanthropy.

**City or County Acknowledgment**

- 1. I am the official responsible for the financial reporting of the city's or county's 10% lawful gambling contribution fund under Minn. Stat. § 349.213, subd. 1.
- 2. I affirm that the contributions received were deposited into a fund administered by the city or county.
- 3. I am aware of the restrictions under Minnesota law on expenditures from this fund and affirm that the expenditures meet the definition of charitable contributions as defined in Minn. Stat. § 349.12, subd. 7a, or are for police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations, are accounted for in a manner consistent with generally accepted accounting principles, and that the city or county does not retain control of funds once they are expended from the city's or county's account.
- 4. I have reviewed this report and affirm that the revenues, expenditures, and the fund balance reflect all contributions received and expenditures from the 10% contribution fund, and is a true, correct, and complete report.



Signature of City or County Official	City Administrator	2-7-18
Margaret McCallum	Title	Date
Print Name	952-657-1502	margaret.mccallum@cityofmayer.com
	Phone Number	Email Address

**By March 15 each year email, fax, or mail the LG510 to:**

**Minnesota Gambling Control Board  
Attention: City Reports  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113**

**Email: city.reports@gcb.state.mn.us  
Fax: 651-639-4032  
Questions? Call 651-539-1900**

The information on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities. This form will be made available in alternative format upon request.



CITY OF MAYER  
RESOLUTION 2-12-18-8  
APPROVING LAWFUL GAMBLING EXEMPTION

WHEREAS, the West Carver Ducks Unlimited has applied to the Minnesota gambling control board for a lawful gambling exemption (raffle) on, at the Mayer Community Center; and

WHEREAS, the Mayer City Council has received copies of said exemption applications to the Minnesota gambling control board and has 30 days in which to present a resolution to said Minnesota gambling control board objecting to the exemption applications; and

WHEREAS, the city council approves of the exemption applications and wishes to waive the 30 day waiting period.

NOW, THEREFORE, BE IT RESOLVED, that the Mayer City Council hereby approves of the Minnesota gambling control board issuing a lawful gambling exemption to the West Carver Ducks Unlimited (raffle) on April 20, 2018 at the Mayer Community Center and does hereby waive the 30 day waiting period which it has to object to the issuance of said exemptions.

RESOLVED FURTHER, that the city clerk is hereby authorized and directed to send a copy of this resolution to the Minnesota gambling control board immediately after its passage.

Adopted by the City Council of the City of Mayer, Carver County, Minnesota, this 12th day of February 2018.

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Mike Dodge, Mayor

ATTEST:

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Janell Gildemeister, Deputy Clerk

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.  
 Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: WEST CARVER Ducks Unlimited Previous Gambling Permit Number: \_\_\_\_\_  
 Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_  
 Mailing Address: 10465 Elm Creek Rd  
 City: Waconia State: MN Zip: 55387 County: Carver  
 Name of Chief Executive Officer (CEO): Chad Wachholz  
 CEO Daytime Phone: 952-442-2220 CEO Email: wachholz.masonry@embergmail.com  
(permit will be emailed to this email address unless otherwise indicated below)  
 Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):  
 Fraternal     Religious     Veterans     Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division    Secretary of State website, phone numbers:  
 60 Empire Drive, Suite 100    [www.sos.state.mn.us](http://www.sos.state.mn.us)  
 St. Paul, MN 55103    651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Mayer Community Center  
 Physical Address (do not use P.O. box): 413 Bluejay Ave Mayer MN  
 Check one:  
 City: Mayer Zip: 55360 County: Carver  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Date(s) of activity (for raffles, indicate the date of the drawing): \_\_\_\_\_  
 Check each type of gambling activity that your organization will conduct:  
 Bingo     Paddlewheels     Pull-Tabs     Tipboards  
 Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ 15,000)

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before submitting application to the Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**  
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Print Name: \_\_\_\_\_

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

\_\_\_\_\_ a copy of your proof of nonprofit status; and

\_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**  
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

**SECTION 00 31 13**

**PRELIMINARY SCHEDULE**

**1.1 PROPOSED BIDDING SCHEDULE SUMMARY**

<u>DATES</u>		<u>DESCRIPTION</u>
Tuesday	February 27, 2018	Advertise for Bids
Monday	March 19, 2018	Drawings Available for Bidding
Thursday	April 5, 2018	Receive Bids
Tuesday	April 10, 2018	City issues Notice to Proceed
Thursday	April 19, 2018	Contractor to return contracts to City of Mayer

**1.2 PROPOSED CONSTRUCTION SCHEDULE SUMMARY**

<u>DATES</u>		<u>DESCRIPTION</u>
Wednesday	May 2, 2018	Contractor to process submittals and order time sensitive material required to complete the project prior to or on <b>July 11, 2018</b>
Wednesday	May 9, 2018	Contractor begins Project Site Staging & Pre-Construction Meeting
Friday	July 6, 2018	Substantial Completion Walk-Thru (Punch List)
Wednesday	July 11, 2018	Final Inspection and Project Closeout. Construction Complete and turned over to owner

**END OF SECTION**

**CITY OF MAYER  
RESOLUTION 2-12-18-4**

**ADOPTING THE 2018 WAGE INCREASE FOR CITY EMPLOYEES**

**WHEREAS**, The City Administrator has completed performance evaluations for the Public Works and Deputy Clerk Employees, and,

**WHEREAS**, the employee wage for 2018 is effective January 1, 2018 contingent upon a favorable performance evaluation for employee; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAYER, MINNESOTA THAT:** the wages for Public Works, and Deputy Clerk for 2018 hereby be approved as follows:

1. Approve a 3% increase for both public works employees.
2. Approve a 3.5% increase for the Deputy Clerk.

Adopted by the City Council of the City of Mayer this 12th day of February 2018.

\_\_\_\_\_  
Michael Dodge, Mayor

\_\_\_\_\_  
Margaret McCallum, City Administrator

## **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Mayer on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

### **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 136133, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this

Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

**b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

**e.** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.**

During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without

notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, subsection d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its

licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to

terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court,

applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage

prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COURTS**  
Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Mayer on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

**1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

**1.2 Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

**A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

**B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

**C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Mark Metz, County Attorney, 600 E 4<sup>th</sup> Street, PO Box 12, Chaska, MN 55318-2102, (952) 361-1400, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.

Ch. 466, governs the Agency's liability.

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## **8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### **9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. 2-12-18-5

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF  
MAYER ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Mayer on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mayer, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mayer on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Carver County Sheriff, Jim Olson, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Carver County Sheriff, is appointed as the Authorized Representative's designee.

3. That the Carver County Attorney, Mark Metz, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Carver County Attorney, is appointed as the Authorized Representative's designee.

4. That Mike Dodge, the Mayor for the City of Mayer, and Margaret McCallum, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 12 day of February, 2018.

CITY OF MAYER

\_\_\_\_\_  
By: Mike Dodge  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Margaret McCallum  
Its City Administrator



## APPLICATION DATA

**Meeting Date:** February 12, 2018  
**Applicant:** This is a City of Mayer initiated review

## ACTION REQUESTED

The City of Mayer has initiated a text amendment in relation to permitted, conditional and interim uses in the C-1 General Commerce District and the C/I Commercial/Industrial District. Sections of the zoning ordinance proposed to be amended include Title XV: Land Usage, Chapter 152: Zoning, Section 152.058 (C-1) General Commerce District and Section 152.060 (C/I) Commercial/Industrial District.

## BACKGROUND DATA

**Background:** A request was made by the owner of property located at 185 7th Street to look at the possibility to rezone the property from C-1 General Commerce District to C/I Commercial/Industrial District to allow for the possibility of more uses to be allowed on the property. After discussion it was agreed upon that instead of rezoning the property, that additional permitted, conditional and interim uses could be added to the C-1 district. The Planning Commission reviewed these proposed changes at the December 12, 2017 Planning Commission meeting looked at neighboring uses in similar districts in neighboring cities. At that meeting the Planning Commission suggested to hold a public hearing to amend the text at the next Planning Commission meeting. At the January 2, 2018 meeting the Planning Commission opened the public hearing and continued the public hearing to the February 6, 2018 Planning Commission meeting at which time the Planning Commission voted 6-0 to approve the text amendment.

The language in relation to this text amendment under sections 152.058 and 152.060 in the zoning ordinance are listed below. The proposed new text is underlined, the text proposed to be deleted is struck-through and the text proposed to stay the same is regular.

### 152.058 (C-1) General Commerce District.

(A) *Intent.* To provide appropriate areas in proximity to thoroughfares for commercial retail and service establishments that are oriented to the motoring public are not compatible with the desired character of the downtown.

(B) *Permitted uses.*

(1) Commercial establishments which are oriented to the motorist, such as eating and drinking places, motor vehicle fuel stations and convenience stores, ~~automobile service stations, auto motor vehicle~~ repair shops, car washes, and hotels and motels.

~~(2) Customary accessory uses incidental to the principal use, such as off-street parking and signs.~~

(2) Essential service structures.

- (3) Offices and administrative facilities.
- (4) Medical related clinics/uses and offices.
- (5) Banking/financial institutions.
- (6) Laundromats and dry cleaners.
- (7) Barber and beauty shops.
- (8) Churches.
- (9) Off-liquor sales.
- (10) Day care facilities.
- (11) Funeral homes and mortuaries.
- (12) Veterinary clinic, animal care, animal shelter, pet daycare, pet training, or animal hospital.

(C) *Permitted accessory uses.*

- (1) Sexually oriented uses, accessory, as regulated by Chapter 114.
- (2) Roof-mounted wind energy conversion systems (WECS).
- (3) Ground source heat pump systems.
- (4) Roof or building mounted, ground mounted and community solar energy systems.
- (5) Customary accessory uses incidental to the principal use, such as off-street parking and signs.

(D) *Conditional uses.*

- (1) Wind energy conversion systems (WECS) mounted on a tower.
- (2) Drive-in businesses (for the purpose of this section, shall mean: drive-in restaurants and fast food businesses with a drive thru). Restrictions include.
  - (a) No drive in business shall be located within three hundred feet (300') of a school or church.
  - (b) No drive-in shall be located within one hundred feet (100') of any residentially zoned property, provided:
    - 1. No public address system shall be audible from any residential zone; and
    - 2. Screening of the property from residential areas will be required. The City may require fencing, earthen berms and landscaping, or any other method or combination deemed appropriate to accomplish the required screening.
  - (c) No drive in shall be located on any street other than an arterial roadway, collector roadway or business service road.
  - (d) No access drive shall be within one hundred feet (100') of intersecting street right of-way lines.

(e) Adequate area shall be designated for snow storage such that clear visibility shall be maintained from the property to any public street.

(3) Motor vehicle sales lots provided that all display lots for vehicles provide curb and gutter per City specifications for storm run-off purposes and all outdoor signs meet City sign regulations.

**152.060 (C/I) Commercial/Industrial District.**

(A) *Intent.* The intent of this district is to provide land in proximity to major thoroughfares for the development of certain activities that will strengthen local employment opportunity and tax base of the city. Such a zone will be characterized by a positive overall visual appearance that is compatible with the predominant residential aesthetic character of the City.

(B) *Permitted uses.* The permitted uses for the Commercial/Industrial (C/I) District are as follows:

(1) Commercial establishments requiring large sites for outdoor display, sales, and storage (farm implement sales, ~~auto and truck~~ motor vehicle sales, mobile home sales, and building material sales are examples).

(2) Wholesaling all commodities except live animals.

(3) Uses permitted in C-1 General Commerce District.

(4) Offices and administrative facilities.

(5) Commercial and industrial establishments used for fabricating, manufacturing, production, processing, and storage of materials, goods, and products.

(6) Warehousing.

(7) Mini-storage facilities.

(8) Veterinary clinic, animal care, animal shelter, pet daycare, pet training, or animal hospital.

(9) Funeral homes and mortuaries.

(C) *Permitted accessory uses.*

(1) Off-street parking and loading.

(2) Signs as regulated by §§ 152.120 through 152.133.

(3) Offices ancillary to the principal use.

(4) Outdoor storage.

(5) Sexually oriented uses, accessory, as regulated by Chapter 114.

(6) Roof-mounted wind energy conversion systems (WECS).

(7) Ground source heat pump systems.

(8) Roof or building mounted, ground mounted and community solar energy systems.

(D) *Conditional uses.* The conditional uses for the Commercial/Industrial (C/I) District are as follows:

- (1) Commercial towers as regulated by § 152.100.
- (2) Sexually oriented uses as regulated by Chapter 114.
- (3) Drive-in businesses (for the purpose of this section, shall mean: drive-in restaurants and fast food businesses with a drive thru). Restrictions include.
  - (a) No drive in business shall be located within three hundred feet (300') of a school or church.
  - (b) No drive-in shall be located within one hundred feet (100') of any residentially zoned property, provided:
    1. No public address system shall be audible from any residential zone; and
    2. Screening of the property from residential areas will be required. The City may require fencing, earthen berms and landscaping, or any other method or combination deemed appropriate to accomplish the required screening.
  - (c) No drive in shall be located on any street other than an arterial roadway, collector roadway or business service road.
  - (d) No access drive shall be within one hundred feet (100') of intersecting street right of-way lines.
  - (e) Adequate area shall be designated for snow storage such that clear visibility shall be maintained from the property to any public street.

#### **CITY COUNCIL ACTION REQUIRED**

After review and discussion by the members of the City Council, a motion is in order to approve, deny or to table the text amendment.

#### Possible action items - Text Amendment

1. Approve the text amendment subject to conditions.
2. Table the text amendment to a date specific, and provide the applicant with direction on the issues that have been discussed.
3. Deny the text amendment request.

If you have any questions relating to the text amendment prior to the City Council meeting, please feel free to contact me at: [jandersonmdg@gmail.com](mailto:jandersonmdg@gmail.com) or call direct at 952-855-4596.

Sincerely,

MUNICIPAL DEVELOPMENT GROUP, LLC

John Anderson, Associate  
Consulting Planner, City of Mayer

#### **LIST OF ATTACHMENTS**

None

**CITY OF MAYER  
ORDINANCE # 218**

**AN ORDINANCE AMENDING TITLE XV: LAND USAGE, CHAPTER 152: ZONING, SECTION 152.058 (C-1) GENERAL COMMERCE DISTRICT AND SECTION 152.060 (C/I) COMMERCIAL/INDUSTRIAL DISTRICT.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAYER THAT THE FOLLOWING SECTIONS OF THE ZONING ORDINANCE, RELATED TO PERMITTED, PERMITTED ACCESSORY USES AND CONDITIONAL USES IN THE (C-1) GENERAL COMMERCE AND (C/I) COMMERCIAL/INDUSTRIAL DISTRICTS BE AMENDED TO READ AS FOLLOWS:

**Section 1.** Title XV: Land Usage, Chapter 152 Zoning, Section 152.058 (C-1) General Commerce District Letters (A), (B), (C) and (D), of the City of Mayer Municipal Code, is hereby amended to add the provisions with underlined text and delete the provisions with the strike-through text as follows:

(A) *Intent.* To provide appropriate areas in proximity to thoroughfares for commercial retail and service establishments that are oriented to the motoring public are not compatible with the desired character of the downtown.

(B) *Permitted uses.*

(1) Commercial establishments which are oriented to the motorist, such as eating and drinking places, motor vehicle fuel stations and convenience stores, ~~automobile service stations~~, auto motor vehicle repair shops, car washes, and hotels and motels.

~~(2) Customary accessory uses incidental to the principal use, such as off-street parking and signs.~~

(2) Essential service structures.

(3) Offices and administrative facilities.

(4) Medical related clinics/uses and offices.

(5) Banking/financial institutions.

(6) Laundromats and dry cleaners.

(7) Barber and beauty shops.

(8) Churches.

(9) Off-liquor sales.

(10) Day care facilities.

(11) Funeral homes and mortuaries.

(12) Veterinary clinic, animal care, animal shelter, pet daycare, pet training, or animal hospital.

(C) *Permitted accessory uses.*

(1) Sexually oriented uses, accessory, as regulated by

- (2) Roof-mounted wind energy conversion systems (WECS).
- (3) Ground source heat pump systems.
- (4) Roof or building mounted, ground mounted and community solar energy systems.
- (5) Customary accessory uses incidental to the principal use, such as off-street parking and signs.

(D) *Conditional uses.*

- (1) Wind energy conversion systems (WECS) mounted on a tower.
- (2) Drive-in businesses (for the purpose of this section, shall mean: drive-in restaurants and fast food businesses with a drive thru). Restrictions include.
  - (a) No drive in business shall be located within three hundred feet (300') of a school or church.
  - (b) No drive-in shall be located within one hundred feet (100') of any residentially zoned property, provided:
    - 1. No public address system shall be audible from any residential zone; and
    - 2. Screening of the property from residential areas will be required. The City may require fencing, earthen berms and landscaping, or any other method or combination deemed appropriate to accomplish the required screening.
  - (c) No drive in shall be located on any street other than an arterial roadway, collector roadway or business service road.
  - (d) No access drive shall be within one hundred feet (100') of intersecting street right-of-way lines.
  - (e) Adequate area shall be designated for snow storage such that clear visibility shall be maintained from the property to any public street.
- (3) Motor vehicle sales lots provided that all display lots for vehicles provide curb and gutter per City specifications for storm run-off purposes and all outdoor signs meet City sign regulations.

**Section 2.** Title XV: Land Usage, Chapter 152 Zoning, Section 152.060 (C/I) General Commerce District, Letters (A), (B), (C) and (D) of the City of Mayer Municipal Code, hereby amended to add the provisions with underlined text and delete the provisions with the strike-through text as follows:

**152.060 (C/I) Commercial/Industrial District.**

(A) *Intent.* The intent of this district is to provide land in proximity to major thoroughfares for the development of certain activities that will strengthen local employment opportunity and tax base of the city. Such a zone will be characterized by a positive overall visual appearance that is compatible with the predominant residential aesthetic character of the City.

(B) *Permitted uses.* The permitted uses for the Commercial/Industrial (C/I) District are as follows:

(1) Commercial establishments requiring large sites for outdoor display, sales, and storage (farm implement sales, ~~auto and truck~~ motor vehicle sales, mobile home sales, and building material sales are examples).

(2) Wholesaling all commodities except live animals.

(3) Uses permitted in C-1 General Commerce District.

(4) Offices and administrative facilities.

(5) Commercial and industrial establishments used for fabricating, manufacturing, production, processing, and storage of materials, goods, and products.

(6) Warehousing.

(7) Mini-storage facilities.

(8) Veterinary clinic, animal care, animal shelter, pet daycare, pet training, or animal hospital.

(9) Funeral homes and mortuaries.

(C) *Permitted accessory uses.*

(1) Off-street parking and loading.

(2) Signs as regulated by §§ 152.120 through 152.133.

(3) Offices ancillary to the principal use.

(4) Outdoor storage.

(5) Sexually oriented uses, accessory, as regulated by Chapter 114.

(6) Roof-mounted wind energy conversion systems (WECS).

(7) Ground source heat pump systems.

(8) Roof or building mounted, ground mounted and community solar energy systems.

(D) *Conditional uses.* The conditional uses for the Commercial/Industrial (C/I) District are as follows:

(1) Commercial towers as regulated by § 152.100.

(2) Sexually oriented uses as regulated by Chapter 114.

(3) Drive-in businesses (for the purpose of this section, shall mean: drive-in restaurants and fast food businesses with a drive thru). Restrictions include.

(a) No drive in business shall be located within three hundred feet (300') of a school or church.

(b) No drive-in shall be located within one hundred feet (100') of any residentially zoned property, provided:

1. No public address system shall be audible from any residential zone; and
  2. Screening of the property from residential areas will be required. The City may require fencing, earthen berms and landscaping, or any other method or combination deemed appropriate to accomplish the required screening.
- (c) No drive in shall be located on any street other than an arterial roadway, collector roadway or business service road.
- (d) No access drive shall be within one hundred feet (100') of intersecting street right-of-way lines.
- (e) Adequate area shall be designated for snow storage such that clear visibility shall be maintained from the property to any public street.

ADOPTED by the City Council of the City of Mayer, Carver County, Minnesota this 12th day of February, 2018.

\_\_\_\_\_  
Mike Dodge  
Mayor

ATTEST:

Moved by:  
Seconded by:

\_\_\_\_\_  
Margaret Mccallum  
City Administrator

Published:  
Filed with Carver County:



**CITY OF MAYER, MINNESOTA**

**RESOLUTION 2-12-18-6**

**A RESOLUTION REGARDING THE APPOINTMENT OF SCOTT GUSTAFSON 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, Scott Gustafson has passed all requirements of the Mayer Fire Department and the Fire Chief is recommending the appointment of Scott Gustafson,

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

Adopted this February 12, 2018 by the Mayer City Council.

Attest:

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Janell Gildemeister, Deputy Clerk

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Mike Dodge, Mayor

MAYER  
FIRE  
DEPARTMENT

POLICY  
MANUAL

## FIRE DEPARTMENT POLICY MANUAL

### OBJECTIVES

#### 1. NAME

- A. The name of this organization shall be called THE MAYER FIRE DEPARTMENT

#### 2. OBJECT

- A. The object of this organization shall be to fight fires, to respond to all emergencies, whether man made or an act of God, the City of Mayer and the surrounding fire district, and neighboring communities where the City of Mayer has mutual aid agreements or to any place ordered by the Civil Defense Director.
- B. To keep all fire equipment and the fire station in good order.
- C. To provide for the proper training of all members.
- D. To provide the Mayor and the City Council of Mayer with information concerning the condition of all equipment and to request replacement when condition of the equipment so warrants.

#### 3. OFFICERS

- A. The department shall consist of Chief 1, Chief 2, four captains (captain 1 & 2 are training officers), one Secretary, and two lieutenants.

#### 4. VACANCIES

- A. If any vacancy shall occur in the Department Officers, it shall be filled by a selection process at the next regular meeting.

#### 5. BY-LAWS AND AMENDMENTS

- A. The By-Laws shall be equally binding with the Constitution and no amendments shall be made to either unless by two-thirds vote of all members present at a regular meeting, provided those in attendance constitute a quorum. These amendments shall be laid over until the next regular meeting for final adoption.

#### 6. EXPULSION

- A. No member shall be expelled without the concurrence of two-thirds vote of the members present at a regular meeting, at which there is a quorum present, not shall he/she be expelled without an opportunity to defend himself/herself.

## POSITION DESCRIPTIONS AND MEMBERSHIP

### 1. DUTIES OF THE CHIEF 1

- A. The Chief shall be the presiding officer at all meetings of the Department.
- B. The Chief shall have charge of all fire apparatus and be in charge of all fires and other emergencies where the Department is called. It shall be the duty of the Chief to direct the activities at a fire/emergency scene, to coordinate activities with mutual aid departments, and to be accessible at all times as questions and specials needs arise. The Chief shall refrain from becoming actively involved in the actual firefighting or emergency care activities taking place and as much as available manpower dictates will remain in a supervisory role.
- C. The Chief shall have the power to call special meetings whenever the interest of the Department requires the same.
- D. The Chief shall have the power to appoint committees and require reports from such committees.
- E. The Chief shall at all times have supervision of the Department.

### 2. DUTIES OF CHIEF 2

- A. It shall be the duty of the Assistant Chief to assist the Chief in the discharge of his/her several duties, and in the absence of the chief, to officiate in the capacity and especially adhere to all duties of that office.

### 3. DUTIES OF THE SECRETARY

- A. It shall be the duty of the secretary to keep an accurate record of all proceedings of each meeting, to call the roll, to keep an accurate list of all active members, honorary members, and members on leave of absence.
- B. The secretary shall notify all members of special meetings and special drills.
- C. The secretary shall be responsible for ordering a new uniform for a member who has been a member for one year.

### 4. CAPTAIN 1 & 2 DUTIES

- A. It shall be the duty of the of Captain 1& 2 to be a Training Officer to conduct or supervise all drills and training, which shall be held at a minimum of once monthly.

- B. They shall have the power to appoint as many assistants as they deem necessary.
- C. They shall keep an accurate record of all members attending and note all absences and report same to the Fire Chief.
- D. They shall keep a record of all subjects covered during drills and training and time spent on each drill.

#### 5. LIEUTENANT DUTIES

- A. Perform maintenance and record keeping as required for the SCBA's – Lieutenant 1.
- B. Performs Inspection, record keeping and inventories of the medical equipment – Lieutenant 2.
- C. Supervise volunteer firefighters in their assigned duties as directed by superior officers.
- D. Monitors and observes departmental activities to ensure that conduct and performance conform to department standards.
- E. Carries out duties in conformance to Federal, State, County and City laws and ordinances.
- F. Responds to alarms and directs routes to be taken, directs work of fire personnel pending the arrival of a superior officer in accordance with the Incident Command System.
- G. Participates in the operation of departmental in-service training activities.
- H. Performs other duties as apparent or as delegated.

#### 6. IMPEACHMENT

- A. Any Officer of the Department abusing the authority entrusted to their care may be impeached and expelled from office by two-thirds vote of the members.

#### 7. MEMBERSHIP

- A. Any member of the Department may propose a new member, provided that they submit the name, age, occupation, and place of residence of the proposed new member to the Fire Department. The new member shall meet the following minimum requirements to be eligible for membership:
  - 1. The minimum age for membership is eighteen (18) years.
  - 2. The applicant must furnish, upon application, a signed health history from provide by the Fire Department.
  - 3. The applicant must pass a physical and lung capacity test as stipulated by the Fire Department.
  - 4. The applicant must be able to wear and use a self-contained breathing apparatus after receiving proper training by the Fire Department.

5. The applicant should live within one mile of the City of Mayer, and if the applicant moves beyond this distance after being accepted, their membership will be reviewed by the Fire Department and City Council. Applicants living further than one mile from the City of Mayer (e.g. someone working in Mayer, but living in a neighboring community), may apply for membership and will receive special review if all other qualifications are met.
- B. A review committee made up of the officers for the Fire Department (Chief, Assistant Chief, Secretary, Treasurer, and Training Officers) shall interview the applicant and review their qualifications and will report their findings to the City Council. The City Council shall then act upon the application and they may wish to review/interview the applicant before making a decision.
- C. Upon acceptance, the new member shall pay the applicable membership fee to the secretary for the Volunteer Firefighter's Benefit Association dues. A copy of the policy manual will be made available to the new member.
- D. A new member shall complete and certify in both "Essentials of Firefighting" and "First Responder" (with initial training in automatic defibrillation) within the first two years of their service.
- E. All Members shall maintain:
  1. Essentials of Firefighting Certification
  2. Requirements for operating automatic defibrillation:
    - a. Yearly CPR Certification
    - b. First Responder Certification
    - c. Three automatic defibrillation refresher sessions per year
  3. Three medical training's per year or equivalent
  4. Three fire and/or Haz-Mat trainings per year or equivalent
  5. 25% attendance at all calls
  6. 50% attendance at all work details, fundraisers, open houses, etc.
  7. Recommended attendance at one of the following: Regional schools, Regional Meetings, Fireman's Association Meetings, Run Review, Fire Prevention Presentation, per year
  8. Attend 75% of all General Meetings

## 8. RESCUE RESERVE MEMBERS

- A. Requirements – The following must be met and completed before becoming eligible for a reserve firefighter:
  1. Must be at least 18 years of age
  2. Must be training at E.M.R. level or greater
  3. Must maintain their E.M.R. status

## B. Duties/Responsibilities

1. Rescue Reserve Firefighters have the ability to drive and operate all apparatus, once approved by the Training Officers.
2. Operate equipment in an efficient and safe manner.
3. Perform rescue and first aid tasks as needed using proper techniques.
4. Maintain equipment and the station.
5. Be responsible for all property issued to them and any equipment utilized in the performance of their duties.
6. Be cognizant of, and adhere to department policies and operating procedures.
7. Be able to work with other members of the department.

## C. Training

1. Must complete initial in-house training of all Medical, Rescue and Apparatus pertaining to the Job Description.
2. Maintain Blood Borne Pathogen and Right to Know Training Annually.
3. Maintain training requirements set forth by the Minnesota State Governing Board of Medical Certification.
4. Attend Mayer fire trainings when requested and possibly when the Mayer Fire Department is attending medical trainings.

## D. Benefits

1. Mayer Rescue Reserve members will be paid at the same rate per hour/call for emergency calls that the current firefighter membership is paid.
2. Rescue Reserve Firefighters will not be eligible for Relief Benefits.

## 9. LEAVE OF ABSENCE

- A. A leave of absence may be granted to any member requesting same for good cause, provided the membership approves by a two-thirds vote of the members present and voting.
- B. During leave of absence, there shall be no accrual of service time and/or other benefits that the organization might have in operation at the time.
- C. Any member on leave of absence requesting to be reinstated shall be accepted, provided approval is granted by two-thirds vote of the members present and voting.
- D. The maximum leave of absence shall be two years. If the member does not request reinstatement by this time, their name shall be removed from the membership list.

- E. Any firefighter who cannot perform their duty as a firefighter due to any Worker's Compensation claim is automatically placed on leave of absence from the Fire Department with the date of the Worker's Compensation claim.

#### 10. DUTY OF MEMBERS

- A. It shall be the duty of each member upon an alarm of fire or emergency to immediately report to the fire station, get properly attired, proceed to the scene, and render all assistance in the member's power.
- B. No member shall, after arriving at the fire or emergency, absent themselves without the permission of the Chief or Officer in charge.
- C. Any member arriving late at a fire or an emergency shall report to the engineer at the fire truck to be checked in, and then to the Chief for duty.
- D. Roll call will be taken after all equipment/trucks have been cleaned and put back into service after returning to the fire station. The roll call and incident report form will list all time spent by each member at the fire or emergency, also the place where the action occurred and date, and probable cause. A roll call book shall be kept and an incident report form filed in the office. Any member not answering roll call shall not be paid unless properly excused by the Fire Chief or Officer in Charge.
- E. All equipment/trucks will be inventoried and checked monthly before the regular business meeting of the Fire Department. The duty roster will be kept up-to-date by the secretary and will be posted on the bulletin board.
- F. All members are to report any and all injuries to the Chief or Officer in Charge immediately. All members are to abide by the standards set forth for Self-Contained Breathing Apparatus.

#### 11. REMOVAL FROM DEPARTMENT MEMBERSHIP

- A. Any member who is in violation of article 6 without proper excuse shall be notified by the secretary, by registered letter, that their presence at the next meeting is mandatory or they will be removed from membership. Removal of membership will take place only after the review committee has met with the firefighter, the fire department, and the City Council has reviewed the situation.

#### 12. MEETINGS

- A. The organization will meet monthly at the Fire Station.
- B. The annual meeting of this organization shall be in the month of May.
- C. The dates of the annual meeting and monthly meetings shall be set at the annual meeting.
- D. Robert Rules of Order shall govern all meetings.

- E. Any ten (10) members who wish to have a special meeting shall so petition the Chief and a meeting must be called.

### 13. QUORUM

- A. A quorum shall consist of at least eight (8) members.

### 14. SELECTION PROCESS

- A. The Chief shall be selected for a one-year term.
- B. The Assistant Chief and Secretary shall be selected for a two-year term in uneven numbered years. The secretary may succeed themselves only once.
- C. The Treasurer shall be selected in even numbered years for a two-year term and may succeed themselves only once.
- D. The Training Officer shall be elected for a two-year term. The first year as assistant to the head training officer: the second year as head training officer.

### 15. NOMINATING COMMITTEE

- A. The Chief shall appoint one member to the nominating committee who shall be one the present officers who are not up for re-election. The members shall appoint two members to the nominating committee who is not present officers. The appointment of the Chief shall act as chairman.
- B. The nominating committee shall have at least two names for each office, and each candidate shall be notified before the annual meeting of their nomination and asked if they are willing serve.

### 16. SALARIES

- A. All salaries shall be set by the City Council at the annual budget meeting.
- B. The hourly rate of pay for all members attending fires and emergencies shall be set by the City Council at the annual budget meeting.



**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** January 22<sup>nd</sup>, 2018  
**Item Name:** Skid Loader Replacement  
**Originating Department:** Public Works  
**Presented by:** Kyle Kuntz

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

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

A motion approving the replacement of the City's 2014 S590 skid loader.

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

Staff is proposing the purchase of a new 2018 S650 Bobcat skid steer loader. The skid loader is due for replacement every four years according to the public works CIP. The city's skid steer loader is one of the most important pieces of equipment that the city owns. Staff uses the skid steer for numerous tasks including: snow removal, park projects, lift station maintenance, large deliveries, and compost site maintenance. In order to receive the best trade-in value the city needs to rotate equipment on a routine basis to prevent high hours and costly breakdowns. The skid loader that the city currently owns was purchased in 2014 and has about 480 hours of runtime, and is no longer under factory warranty.

Staff is proposing to purchase the new S650 skid steer loader from Lano Equipment of Norwood in the amount of \$15,100. The S650 skid steer loader is three sizes larger than the city's current S590 skid steer loader. Staff would like to move to a larger machine in order to have increased lifting capabilities, higher lifting capabilities, and more horsepower. If the new machine is not purchased the value of the city's current skid loader will drop, and staff will have to deal with more routine maintenance overall.

Lano Equipment of Norwood		Arnold's	
S650	\$15,100	SSV 75	\$17,800
S595	\$11,700		
S590	\$10,300		
S590 Trade-in Value \$28,440		S590 Trade-in Value \$36,473	

**FINANCIAL IMPLICATIONS:**  
 Funding Sources & Uses:  
**Capital Outlay \$25,000**

Budget Information:  
 \_\_\_\_\_ Budgeted  
 \_\_\_\_\_ Non Budgeted  
 \_\_\_\_\_ Amendment Required

**ADVISORY BOARD RECOMMENDATIONS:**  
  
  
 Other \_\_\_\_\_

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







# ARNOLD'S

DATE 1-12-18

Kimball  
320-398-3800

Willmar  
320-235-4898

Glencoe  
320-864-5531

St. Martin  
320-548-3285

Mankato  
507-387-5515

Alden  
507-874-3400

St. Cloud  
320-251-2585

NAME City of Mayer

ADDRESS \_\_\_\_\_

Josh

SALESMAN

PHONE \_\_\_\_\_

Code	Equipment	Price	Code	Equipment	Price
1	2018 SSV 75 HFRK Kubota wheeled skid steer, hydraulic quick coupler, High Flow hydraulics Self-leveling with ride control, Multi-function controls + 14 pin coupler, cab/heat, air, 2 speed	\$55,355.00			
1	77700-06361 air ride seat	\$810.00			
1	77700-06360 wire harness for seat	\$53.00		Kubota SSV 75	\$59,273.00
1	Beacon			govt d. discount	- \$6,000.00
1	AP-HD 74 LLL 74" heavy duty, low profile, long floor, cutting edge, side cutters dirt bucket	\$1,855.00		bobcat 5590	- \$36,473.00
				sell for	\$16,800.00
		\$58,073.00			
	freight + setup	\$1200.00			
		\$59,273.00			

Description Trade-in		Description Trade-in	
Bobcat 5590 ≈ 470 hrs with bucket	\$36,473.00	\$22,800 trade difference - \$6,000 govt \$16,800.00	
Trade Difference	\$22,800.00	Trade Difference	