



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 22, 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. October 8, 2018 City Council Meeting Minutes
 2. October 8, 2018 City Council Workshop Meeting Minutes
 - B. Claims
 - C. Reports
 1. Public Works
 2. Engineer
 3. Administrator
 4. Fire Department
 5. Sheriff's Department
 - D. FEMA Ordinance 225
- 6. Delinquent Utility Public Hearing**
- 7. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 - A. Administrative
 1. 2019 Police Contract – Resolution 10-22-18-37
 2. Benefits – Resolution 10-22-18-38
 3. Final Utility Rate Study Approval
 - B. Public Works
 1. Waste Water Treatment Plant – Pretreatment Fine Screen
 2. Waste Water Treatment Plant – Traveling Bridge Pump Replacement
 - C. Park and Recreation
 1. Ice Skating Rink

2. Holiday Tree

8. City Council Reports

9. Other Business

10. Upcoming Meetings & Events

October 23, 2018 EDA

October 27, 2018 Fall Boutique – Mayer Community Center

November 6, 2018 General Elections

November 8, 2018 3rd Annual Veterans Dinner – MLHS Fieldhouse

11. For Your Information

12. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – OCTOBER 8, 2018

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

PRESENT: Mayor Dodge, Council Members Boder, Butterfield, and McNeilly

ABSENT: Council Member Stieve-McPadden

STAFF: City Administrator McCallum, City Planner Anderson, Public Works Kuntz, and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Jason Hilgers, Allan Thiemert, Kathleen Newman, Steve Harincor, Kristin Harincor

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

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

PUBLIC COMMENT

Allan Thiemert, 6202 County Road 23, addressed the Council with concerns about snowmobilers riding on his property. Council asked Staff to contact the local snowmobile club and add discussion to a future Work Session.

APPROVE CONSENT AGENDA

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

1. Approve the Minutes of the June 11, 2018 Regular Council Meeting.
2. Approve the Minutes of the June 11, 2018 Council Workshop Meeting.
3. Approve Claims for the Month of June 2018.
4. Acknowledge City Administrators Report for the Month of June 2018.
5. Acknowledge Fire Department Report for the Month of May 2018.
6. Acknowledge Sheriff's Department Report for the Month of May 2018.
7. Acknowledge Public Works Report of Activities from May 25 to June 19, 2018.
8. Acknowledge City Engineer Summary Report of Projects from April 7 to May 18, 2018.

PUBLIC HEARING- Fieldstone 3rd Addition Drainage and Utility Easement

A MOTION to open Public Hearing at 6:37 p.m. was made by Council Member Boder and seconded by Council Member McNeilly. Motion carried 4/0.

City Planner John Anderson opened the discussion by sharing the background on 5408 Cinnamon Point and 5411 Cinnamon Point. Mr. Anderson showed the two lots combined with an out lot adjacent to each property. He stated the out lots have been sold to a builder who is planning on combining the out lots with the buildable lots (5408 & 5411). The builder is planning to build houses on 5408 and 5411 Cinnamon Point lots and in the case of 5408 the plan is to add a deck to the side of the house. The deck would cross the existing property line. In order for the City to allow the deck to be built across the property line, a new plat would be required since out lots are unbuildable and need to be re-platted in order to allow them to be buildable. In addition to the plat, a drainage and utility easement is located on the common property line between the lots and out lots. The builder has requested to vacate the existing drainage and utility easements. At the October 2, 2018 Planning Commission Meeting, the Planning Commission recommended approval of the preliminary plat, utility vacation, and final plat. Steve Harincor, 5408 Cinnamon Point, appealed to the Council with his desire to be able to use all of this property and that includes building a deck off the side of their house where there will be a patio door. Jilayna Arcoren, realtor for Mr. Harincor, spoke on her client's behalf. Ms. Arcoren, stated that these

out lots will be well maintained and contribute to the beautification of the City, where previously the grass was not being mowed and kept up. She attested to how meticulous the Harincars take care of their property because she sold their house in Victoria. With the particular design of their house, the deck would be placed off the side of the house facing north and the deck would need to be built over existing easements. She expressed that the Harincar's are really looking forward to enjoying views of the sunset from the deck. Mayor Dodge asked if there were any other public comments and Staff stated no emailed comments were received.

CLOSE PUBLIC HEARING- Fieldstone 3rd Addition Drainage and Utility Easement

A MOTION to close Public Hearing and re-open Regular Council Meeting at 6:45 p.m. was made by Council Member Butterfield and seconded by Council Member McNeilly. Motion carried 4/0.

PLANNING COMMISSION - Fieldstone 3rd Addition Preliminary & Final Plat

1. **Approve Resolution 10-8-18-32 Fieldstone 3rd Addition Drainage and Utility Easement** – A MOTION to approve Resolution 10-8-18-32 Fieldstone 3rd Addition Drainage and Utility Easement was made by Council Member Boder and seconded by Council Member McNeilly. Motion carried 4/0.
2. **Approve Resolution 10-8-18-33 Preliminary Plat** – A MOTION to Approve Resolution 10-8-18-33 Preliminary Plat was made by Council Member Butterfield and seconded by Council Member McNeilly. Motion Carried 4/0.
3. **Approve Resolution 10-8-18-34 Final Plat** – A MOTION to approve Resolution 10-8-18-34 Final Plat was made by Council Member McNeilly and seconded by Council Member Boder. Motion Carried 4/0.
4. **Approve Text Amendment Regarding Floodplain Management Text and Map** – John Anderson, City Planner, stated the State of Minnesota delegated the responsibility to local governments to adopt regulations designed to minimize flood losses. Mr. Anderson summarized the text language changes in chapters 152 and 154, and stated the new floodplain maps are ready to be approved. The City has till December 31, 2018 to approve the text amendment and maps. A MOTION to approve Text Amendment Regarding Floodplain Management and Map was made by Council Member Boder and seconded by Council Member McNeilly. Motion carried 4/0.

CITY ADMINISTRATOR

1. **Discussion on Proposal to Provide Long Term Financial Management Plan with Ehlers** – Todd Hagen, Ehlers Senior Municipal Advisor, presented a proposal to develop a long-term financial management plan (FMP) to identify sustainable funding mechanisms for its pavement management program, new fire station, and public works equipment. Mr. Hagen stated that Ehlers proposes to assist the City in developing its funding strategy by undertaking an FMP that will address all funds having an impact on property taxes. In this way, the City will be able to confidently fund its projects with an understanding of how capital projects fit into the context of the City's finances as a whole; and the tax impact of funding the projects on residents and businesses. Ryan Miles, Ehlers Investment Advisor, provided an investment and cashflow summary. The FMP can be completed in approximately 90 days, depending on the availability of capital improvement plans and Council Workshop meeting schedules. Ehlers will perform the Financial Management Plan at an hourly rate of \$240 and the expected cost range is \$16,000 to \$20,000. The Council expressed their desire to understand the City's Investments and how these investments can be managed and accessibility of these funds for future projects. Council directed Staff to work with Ehlers and bring investment discussion to a future Work Session.

2. **Approve Ordinance 224 Jaguar Communications Franchise** – A MOTION to Approve Ordinance 224 Jaguar Communications Franchise was made by Council Member Butterfield and seconded by Council Member Boder. Motion Carried 4/0.
3. **Approve Resolution 10-08-18-35 Ordinance 224 Summary** - A MOTION to approve Resolution 10-18-18-35 Ordinance 224 Summary was made by Council Member McNeilly and seconded by Boder. Motion carried 4/0.
4. **Approve Resolution 10-08-18-36 2018 Employee Benefits** – A MOTION to increase employee health benefits to \$1500 till December 31, 2018 was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion carried 3/1. *Council Member Boder a nay.*

FIRE DEPARTMENT

1. **Authorize Mayors Signature on 2019 Fire Contracts** – A MOTION to authorize Mayors signature on 2019 Fire Contracts was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion carried 4/0.

COUNCIL REPORTS

- Mayor Dodge gave an update on the Fallen Fire Fighter Ceremonial Service held in St. Paul. Jeffrey Vollmer was one of the honored.
- Council Member McNeilly stated that she attended the National Fallen Fire Fighter Ceremony held in Maryland where Jeffrey Vollmer was honored and Emily Vollmer was presented a flag.
Link: FireHero.org

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 7:47 p.m. Motion Carried 4/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – OCTOBER 8, 2018

Call Work Session to order at 7:48 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Boder, Butterfield, and McNeilly

ABSENT: Council Member Stieve-McPadden

STAFF: City Administrator McCallum, Public Works Kuntz, Public Works Hilgers, and Deputy Clerk Gildemeister

1. **Discussion on Employee Benefits:** City Administrator McCallum presented additional benefits information for Council review. Four different health benefits plans were discussed along with short and long term disability insurance. Council asked Staff to share their opinions. Staff unanimously prefers to move toward an HSA Plan since the current health benefits plan penalizes employees with families. After much discussion, the Council leaned toward an HSA 100% employee coverage, 80% family coverage and City contributing \$750 to employee HSA account for individual and \$1500 to HSA account for family. Mayor Dodge voiced his concerns with the 37.82% increase to the benefits budget. Council member Butterfield stated she did her own research and the national average for Salaries and Benefits for cities is 18% of their budgets. The City of Mayer Salaries and Benefits budget is at 10% for 2018 and offering the employees this HSA Plan will increase the Salaries and Benefits budget for 2019 to 11%. Other Council Members were not as concerned with the line item budget increase and stated that it would only impact the overall budget by 1%.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:37 p.m.

Attest:

Janell Gildemeister, Deputy City Clerk

Mike Dodge, Mayor

MAYER, MN

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***Claim Register©**

102218PAY

October 2018

Claim Type	Direct				
Claim#	12417	AEM FINANCIAL SOLUTIONS LLC			
Cash Payment	E 620-49440-430	Miscellaneous (GENERAL)	UTILITY RATE STUDY		\$3,500.00
	Invoice 405641				
Cash Payment	E 640-49490-430	Miscellaneous (GENERAL)	UTILITY RATE STUDY		\$3,500.00
	Invoice 405641				
Cash Payment	E 650-49500-430	Miscellaneous (GENERAL)	UTILITY RATE STUDY		\$1,000.00
	Invoice 405641				
Transaction Date	10/17/2018	Security Bank	10100	Total	\$8,000.00
Claim Type	Direct				
Claim#	12388	AME ELECTRIC INC			
Cash Payment	E 100-42280-400	Repairs & Maint Cont	FD ELECTRICAL REPAIR/LAUNDRY		\$495.00
	Invoice 4023				
Transaction Date	10/15/2018	Security Bank	10100	Total	\$495.00
Claim Type	Direct				
Claim#	12385	ASPEN MILLS			
Cash Payment	E 212-42200-430	Miscellaneous (GENERAL)	FD SB WHITE GLOVES SM&MED		\$17.00
	Invoice 224427				
Transaction Date	10/15/2018	Security Bank	10100	Total	\$17.00
Claim Type	Direct				
Claim#	12403	BOLTON MENK INC			
Cash Payment	E 100-41910-300	Professional Srvs	ENGINEERING SERVICES		\$164.00
	Invoice 223701				
Cash Payment	E 100-41000-303	Engineering Fees	DEVLP REVIEW		\$246.00
	Invoice 223661				
Cash Payment	G 800-20214	Castlegate Construction LotCo	FIELDSTONE 3RD ADD		\$183.00
	Invoice 223661				
Cash Payment	E 100-41000-303	Engineering Fees	MISC DRAINAGE		\$2,140.00
	Invoice 223662				
Cash Payment	E 100-41910-300	Professional Srvs	COMP PLAN SUPPORT		\$3,402.50
	Invoice 223660				
Cash Payment	E 100-41000-303	Engineering Fees	MISC ENGINEERING		\$260.00
	Invoice 223663				
Cash Payment	E 640-49490-303	Engineering Fees	SANITARY SEWER IMPR		\$1,970.00
	Invoice 223664				
Cash Payment	G 800-20213	Coldwater Crossing 8th Additio	COLDWATER 8TH ADD		\$1,128.00
	Invoice 223665				
Cash Payment	G 800-20201	Coldwater Crossing	COLDWATER 7TH ADD		\$82.00
	Invoice 223666				
Cash Payment	G 800-20202	Hidden Creek	HIDDEN CREEK 7TH ADD		\$82.00
	Invoice 223667				
Cash Payment	E 100-41000-303	Engineering Fees	HWY 25 COORDINATION		\$82.00
	Invoice 223668				
Cash Payment	E 100-41000-303	Engineering Fees	T-MOBILE ANTENNA UPGRADE		\$495.00
	Invoice 223670				
Transaction Date	10/15/2018	Security Bank	10100	Total	\$10,234.50
Claim Type	Direct				
Claim#	12409	BOND TRUST SERVICES CORP			
Cash Payment	E 620-47000-600	Debt Srv Principal	PRINCIPAL		\$105,300.00
	Invoice 44823				

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Cash Payment	E 620-47000-601 Debt Srv Interest	INTEREST			\$10,179.00
	Invoice 44823				
Cash Payment	E 640-47000-600 Debt Srv Principal	PRINCIPAL			\$284,700.00
	Invoice 44823				
Cash Payment	E 640-47000-601 Debt Srv Interest	INTEREST			\$27,521.00
	Invoice 44823				

Transaction Date	10/17/2018	Security Bank	10100	Total	\$427,700.00
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Claim Type Direct

Claim# 12401 *CARVER COUNTY ATTORNEYS OF*

Cash Payment	E 100-41000-304 Legal Fees	3RD QTR 2018 PARKING FINES			\$710.87
	Invoice				

Transaction Date	10/15/2018	Security Bank	10100	Total	\$710.87
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Claim Type Direct

Claim# 12398 *CARVER COUNTY*

Cash Payment	E 100-41550-300 Professional Svcs	2018 ASSESSMENT CONTRACT			\$13,505.50
	Invoice 48189				

Cash Payment	E 100-42100-300 Professional Svcs	3RD QTR 2018 POLICE CONTRACT OVERTIME			\$128.34
	Invoice SHERI003132				

Cash Payment	E 100-42100-300 Professional Svcs	2ND HALF 2018 POLICE CONTRACT			\$43,785.00
	Invoice SHERI003157				

Transaction Date	10/15/2018	Security Bank	10100	Total	\$57,418.84
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Claim Type Direct

Claim# 12423 *CARVERLINK*

Cash Payment	E 100-41000-321 Telephone	CITY HALL			\$40.00
	Invoice 2116				

Cash Payment	E 100-42280-321 Telephone	FD			\$40.00
	Invoice 2116				

Cash Payment	E 640-49480-321 Telephone	WWTF			\$40.00
	Invoice 2116				

Cash Payment	E 620-49410-321 Telephone	WTP			\$40.00
	Invoice 2116				

Transaction Date	10/18/2018	Security Bank	10100	Total	\$160.00
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Claim Type Direct

Claim# 12407 *CENTRAL FIRE PROTECTION, INC.*

Cash Payment	E 100-41940-400 Repairs & Maint Cont	CITY HALL			\$106.00
	Invoice 39484				

Cash Payment	E 620-49440-400 Repairs & Maint Cont	WTP			\$94.50
	Invoice 39484				

Cash Payment	E 100-43100-400 Repairs & Maint Cont	EXT RECHARGE 3CITY HALL,4WTP,3P/W			\$89.50
	Invoice 39484				

Cash Payment	E 640-49490-400 Repairs & Maint Cont	EXT RECHARGE 3CITY HALL,4WTP,3P/W			\$57.50
	Invoice 39484				

Transaction Date	10/15/2018	Security Bank	10100	Total	\$347.50
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Claim Type Direct

Claim# 12384 *CULLIGAN - METRO*

Cash Payment	E 100-42280-400 Repairs & Maint Cont	WATER COOLER FD			\$70.50
	Invoice				

Transaction Date	10/15/2018	Security Bank	10100	Total	\$70.50
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***Claim Register©**

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Claim Type Direct

Claim# 12389 EMERGENCY MEDICAL PRODUCT

Cash Payment E 100-42260-400 Repairs & Maint Cont EDUCATION MATERIALS \$168.95
Invoice

Transaction Date 10/15/2018 Security Bank 10100 Total \$168.95

Claim Type Direct

Claim# 12393 FLAGSHIP RECREATION

Cash Payment E 100-45000-500 Capital Outlay (GENERAL) OSH PARK \$850.00
Invoice F7606Cash Payment E 100-45000-500 Capital Outlay (GENERAL) DISCOVERY PARK \$850.00
Invoice F7606Cash Payment E 100-45000-500 Capital Outlay (GENERAL) WEST RIDGE PARK \$850.00
Invoice F7606Cash Payment E 100-45000-500 Capital Outlay (GENERAL) MEADOW PARK \$850.00
Invoice F7606

Transaction Date 10/15/2018 Security Bank 10100 Total \$3,400.00

Claim Type Direct

Claim# 12392 FREMONT INDUSTRIES, INC

Cash Payment E 640-49480-216 Chemicals and Chem Prod COAGULANT \$972.00
Invoice 2018-32461-00

Transaction Date 10/15/2018 Security Bank 10100 Total \$972.00

Claim Type Direct

Claim# 12391 HACH COMPANY

Cash Payment E 640-49480-404 Repairs/Maint Machinery/E WWTF NEW CONTRLR-RELATED TO \$2,178.68
LIGHTNING STRIKE CLAIM
Invoice 1150706

Transaction Date 10/15/2018 Security Bank 10100 Total \$2,178.68

Claim Type Direct

Claim# 12406 HERALD JOURNAL PUBLISHING IN

Cash Payment E 100-41000-351 Legal Notices Publishing NOTICE OF INTENT JAGUAR \$128.88
InvoiceCash Payment E 100-41000-351 Legal Notices Publishing FIELSTON PRELIMINARY PLAT \$54.48
InvoiceCash Payment E 100-41000-351 Legal Notices Publishing FLOODPLAIN \$54.48
InvoiceCash Payment E 100-41000-351 Legal Notices Publishing ORDINANCE 223 \$54.47
InvoiceCash Payment E 100-41000-340 Advertising MAYER/NEW GERMANY GUIDEBOOK ADD \$299.00
Invoice

Transaction Date 10/15/2018 Security Bank 10100 Total \$591.31

Claim Type Direct

Claim# 12386 JEFFERSON FIRE & SAFETY

Cash Payment E 100-42260-400 Repairs & Maint Cont EMERG RESCUE VESTS \$467.41
Invoice 252211

Transaction Date 10/15/2018 Security Bank 10100 Total \$467.41

Claim Type Direct

Claim# 12394 JON HAMRE

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Cash Payment E 100-41940-500 Capital Outlay (GENERAL) RE-WAXING OF THE COMM CTY STAGE,HALL,BATHROOMS \$1,000.00

Invoice 1998

Transaction Date 10/15/2018 Security Bank 10100 Total \$1,000.00

Claim Type Direct

Claim# 12395 MARC

Cash Payment E 100-41940-500 Capital Outlay (GENERAL) CHEMICALS FOR COMM CTR FLOOR REFINISHING \$407.52

Invoice 0647552-IN

Transaction Date 10/15/2018 Security Bank 10100 Total \$407.52

Claim Type Direct

Claim# 12416 MCMA

Cash Payment E 100-41300-208 Training and Instruction ANNUAL MEMBERSHIP 5/1/18-4/30/19 \$100.00

Invoice

Transaction Date 10/17/2018 Security Bank 10100 Total \$100.00

Claim Type Direct

Claim# 12408 MINI BIFF INC

Cash Payment E 100-45000-300 Professional Svcs CAR SHOWS \$64.70
Invoice A-100059

Cash Payment E 100-45000-300 Professional Svcs OSH PARK \$88.23
Invoice A-100813

Cash Payment E 100-45000-300 Professional Svcs W RIDGE RD PARK \$88.23
Invoice A-100820

Cash Payment E 100-45000-300 Professional Svcs MEADOW PARK \$88.23
Invoice A-100842

Cash Payment E 100-45000-300 Professional Svcs DISCOVERY PARK \$88.23
Invoice A-100875

Transaction Date 10/15/2018 Security Bank 10100 Total \$417.62

Claim Type Direct

Claim# 12402 MN DEPT OF EMP & ECON DEVEL

Cash Payment E 100-45000-100 Wages and Salaries 3RD QTR 2018 U// BENEFITS PD & REIMBURSABLE \$201.15

Invoice

Transaction Date 10/15/2018 Security Bank 10100 Total \$201.15

Claim Type Direct

Claim# 12413 MOBIL - EXXON/MOBIL

Cash Payment E 100-43100-212 Motor Fuels P/W \$91.17
Invoice 219220

Cash Payment E 100-45000-212 Motor Fuels PARKS \$19.41
Invoice 219568

Cash Payment E 100-45000-212 Motor Fuels PARKS \$26.40
Invoice 220721

Cash Payment E 100-45000-212 Motor Fuels PARKS \$12.60
Invoice 223110

Cash Payment E 100-43100-212 Motor Fuels P/W \$24.44
Invoice 228761

Cash Payment E 100-42260-212 Motor Fuels FD \$117.87
Invoice 231498

Cash Payment E 100-42260-212 Motor Fuels FD \$86.57
Invoice 231510

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Cash Payment	E 100-42260-212 Motor Fuels	FD	\$41.50
	Invoice 231539		
Cash Payment	E 100-42260-212 Motor Fuels	FD	\$41.47
	Invoice 231587		
Cash Payment	E 100-43100-212 Motor Fuels	P/W	\$67.00
	Invoice 232265		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$22.25
	Invoice 233634		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$22.18
	Invoice		
Cash Payment	E 100-43100-212 Motor Fuels	PARKS	\$14.84
	Invoice 241606		
Cash Payment	E 100-43100-212 Motor Fuels	P/W	\$27.67
	Invoice 241814		
Cash Payment	E 100-42260-212 Motor Fuels	FD	\$76.82
	Invoice 245711		
Cash Payment	E 100-43100-212 Motor Fuels	P/W	\$41.27
	Invoice		
Cash Payment	E 100-42260-212 Motor Fuels	FD	\$87.84
	Invoice 247203		
Cash Payment	E 100-43100-212 Motor Fuels	P/W	\$30.10
	Invoice 248036		
Cash Payment	E 100-43100-212 Motor Fuels	P/W	\$85.17
	Invoice		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$27.37
	Invoice 251359		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$27.37
	Invoice 250002		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$24.42
	Invoice 251770		

Transaction Date	10/17/2018	Security Bank	10100	Total	\$1,015.73
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Claim Type Direct

Claim#	12405	MUNICIPAL DEVELOPMENT GROU	
Cash Payment	G 800-20213 Coldwater Crossing 8th Additio	CWC 8 ADD	\$135.00
	Invoice MAY100818		
Cash Payment	G 800-20213 Coldwater Crossing 8th Additio	CWC 8 ADD	\$45.00
	Invoice MAY100818		
Cash Payment	G 800-20213 Coldwater Crossing 8th Additio	CWC 8 ADD	\$135.00
	Invoice MAY100818		
Cash Payment	G 800-20213 Coldwater Crossing 8th Additio	CWC 8 ADD	\$22.50
	Invoice MAY100818		
Cash Payment	E 100-41910-300 Professional Srvs	MISC PLANNING	\$1,292.40
	Invoice MAY100818		

Transaction Date	10/15/2018	Security Bank	10100	Total	\$1,629.90
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Claim Type Direct

Claim#	12410	OWENS COMPANIES, INC.	
Cash Payment	E 640-49480-404 Repairs/Maint Machinery/E FALL INSPECTION 2018		\$468.00
	Invoice 80150		

Transaction Date	10/17/2018	Security Bank	10100	Total	\$468.00
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Claim Type Direct

Claim#	12404	RATWIK, ROSZAK & MALONEY PA
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***Claim Register©**

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Cash Payment Invoice	E 100-41000-304 Legal Fees	CITY ATTORNEY SERVICES		\$420.50
Cash Payment Invoice	G 800-20215 Jaguar Escrow	CITY ATTORNEY SERVICES		\$1,131.00
Cash Payment Invoice	E 100-41000-304 Legal Fees	CITY ATTORNEY SERVICES		\$222.00
Cash Payment Invoice	E 100-41000-304 Legal Fees	CITY ATTORNEY SERVICES		\$46.32

Transaction Date 10/15/2018 Security Bank 10100 Total \$1,819.82

Claim Type Direct

Claim# 12387 ROD MAETZOLD

Cash Payment Invoice	E 100-42200-208 Training and Instruction	ADAM MAETZOLD		\$595.62
Cash Payment Invoice	E 100-42200-208 Training and Instruction	ROD MAETZOLD		\$566.76
Cash Payment Invoice	E 100-42200-208 Training and Instruction	ROD MAETZOLD		\$509.04

Transaction Date 10/15/2018 Security Bank 10100 Total \$1,671.42

Claim Type Direct

Claim# 12390 TAPCO

Cash Payment Invoice	E 100-43100-500 Capital Outlay (GENERAL) HWY 25 CROSSWALK SIGNS			\$8,852.69
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Transaction Date 10/15/2018 Security Bank 10100 Total \$8,852.69

Claim Type Direct

Claim# 12397 TECHSTAR IT SOLUTIONS

Cash Payment Invoice	E 100-41920-312 Software Support	PHONE & INTERNET SERVICES		\$325.80
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Transaction Date 10/15/2018 Security Bank 10100 Total \$325.80

Claim Type Direct

Claim# 12411 TOM GOEPFERT

Cash Payment Invoice	E 620-49440-300 Professional Srvs	ON CALL PAY		\$50.00
Cash Payment Invoice	E 640-49480-300 Professional Srvs	ON CALL PAY		\$50.00

Transaction Date 10/17/2018 Security Bank 10100 Total \$100.00

Claim Type Direct

Claim# 12412 UFC FARM SUPPLY

Cash Payment Invoice	E 100-43100-208 Training and Instruction	P/W WINTER SAFETY APPAREL		\$154.98
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Transaction Date 10/17/2018 Security Bank 10100 Total \$154.98

Claim Type Direct

Claim# 12415 UTILITY CONSULTANTS, INC.

Cash Payment Invoice	E 620-49440-215 Samples	SAMPLES		\$40.00
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Transaction Date 10/17/2018 Security Bank 10100 Total \$40.00

Claim Type Direct

Claim# 12396 ZTS PRODUCTIONS

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***Claim Register©**

102218PAY

October 2018

Cash Payment	E 100-46500-340 Advertising	MAYER CAR&CYCLE-1000 BUSINESS	\$115.00
		CARDS/250 MAGNETS	
Invoice	18011		
Transaction Date	10/15/2018	Security Bank	10100
		Total	\$115.00

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$531,252.19
Total	\$531,252.19

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from August 23rd to October 17th (2018)

Roads

- Worked on snow plowing proposal
- Worked on crosswalk warning system and radar speed sign proposal
 - Called in locates for crosswalk system
 - Started assembling crosswalk warning system
- Worked with Bolton & Menk on pavement management plan
- Met with vendors about plow truck pricing
- Chopped road sides

Parks

- Attended park board meeting on 9/11/18, 10/9/18
- Received pricing on pine tree for Old Schoolhouse Park
- Chopped meadow areas
- Sprayed weeds along fence lines and ball fields
- Received pricing on outfield fencing for fields 2 and 3
- Winterized concessions stand
- Had large ash tree dropped in Old Schoolhouse Park due to current condition and poor location
- Put together proposal for the installation of curbing in Old Schoolhouse Park
 - Excavated and prepped area for concrete curbing
- Started laying out skating rink in Old Schoolhouse Park
 - Met with contractors about excavating
 - Met with electricians about lighting

Water Treatment Facility

- Took water samples for Minnesota Department of Health
 - Took all MDH water samples to UPS store in Waconia to be shipped
- Reviewed water treatment facility CIP
- Installed new chlorine analyzer
- Repaired watermain at the intersection of Hidden Creek BLVD and State Hwy 25
 - Contacted Henning Excavating to complete the repair
 - Contacted Water Conservation to locate the leak
- Contractor came to repair dehumidifiers
- Called in for water service brake along Co RD 30 (Air bleed line for 10" main)

Wastewater Treatment Facility

- Troubleshoot issues with flow readings
- Ran TSS & settleability tests
- Replaced SC200 on north aeration basin
- Replaced and troubleshoot issues with influent flow meter and 4 to 20 ma single
- Attended MRWA A & B refresher course in St. Cloud
- Attended MRWA Operator Expo in Waconia
- Contractor came to do service checks on make-up air units and dehumidifiers
- Graded driveway
- Sprayed weeds

Lift Stations & Collection System

- Met with Quality flow about influent baffle in Lift Station #1 and about replacing redundant controls in Lift Station #2

Miscellaneous

- Excavated area around plugged overflow structure in Coldwater Crossing development
 - Beavers have been damming up the outlet structures (check on a daily basis)
- Attended City Council meeting on 9/10/18, 9/22/18, 10/8/18
- Rebuilt air compressor pressure switch and outlet plumbing
- Chopped compost site
- Trained in new public works employee
- Hauled dirt, brush, and logs to compost site
- Met with Jaguar communications about installing service at city facilities

Equipment

- Mounted hose reel on sprayer and remounted pump/hoses
- Greased and sharpened blades on mower
 - Replaced pulley bushing



**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: October 17, 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 on during the billing period ending September 30, 2018:

Miscellaneous Engineering

Miscellaneous engineering included attendance at the August 13th and August 27th Council meeting and the following:

- Reviewing Harvest Curve Lot Survey and Grading
- Reviewing the Plan for Fieldstone 3rd
- Reviewing revisions to the City's Floodplain Ordinance
- Reviewing record plans for water system maintenance in Hidden Creek

8.5 hours of time was provided at the City's reduced hourly rate and the City Council Meeting was attended at **No Charge**, which resulted in a savings to the City of **\$1,134**.

Comprehensive Plan Support

During the billing period, time was spent updating maps for the Transportation Plan and reviewing the draft plan for Council Approval.

Sanitary Sewer Improvements

During the billing period, time was spent completing plans and specifications for the sanitary sewer lining project.

Cold Water Crossing 7th and 8th Addition (Pass Thru)

During the billing period, time was spent reviewing floodplain information for the 7th Addition and reviewing preliminary plat documents for the 8th Addition.

Hidden Creek 6th and 7th Addition (Pass Thru)

During the billing period, time was spent reviewing the condition of the development prior to City Acceptance.

T-Mobile Antenna Upgrade

During the billing period, time was spent reviewing the T-Mobile Site installation.

TH 25 Coordination

During the billing period, time was spent corresponding with Mn/DOT with information related to the environmental review for the project.

Administrator Monthly Report

Jaguar Communications Application – Staff has been working with Jaguar to get their right-of-way permits finalized. They will begin installing fiber as early as October.

Jaguar's Franchise Agreement was approved at the October 8, 2018 City Council meeting. As a result, they can now sell cable along with internet and phone services.

Watermain Break – Update- The east entrance of the Hidden Creek Development (Hidden Creek BLVD and HWY 25) was closed due to an emergency water main repair at the end of August. At this time, the watermain in that location has been shut off.

The shut off did NOT impact any properties. It was shut off to control the water leak.

Public Works and the City Engineer worked together to determine the exact location of the leak and how it would be repaired due to the unique location of the leak and layout of surrounding utilities and its location under the street.

A contractor was out during the week of October 8th to perform repairs on the watermain. The road will be repaired as soon as weather permits.

Crosswalk Signals – The Crosswalks were ordered and shipped to the City. Public Works will be doing the installation as soon as they are able. Installation will likely happen by the end of October.

Old School House Park Curbing – Public Works has been working to install the concrete curbing at the Old School House Park playground. Weather has not been cooperating. Public Works will be closing the week of October 15 to get the work done (weather permitting) and should be done in a couple weeks.

Waste Water Treatment Plant – Lightning Strike – Staff has been working with the insurance company to replace equipment damaged at the Waste Water Treatment Plant following the lightning strike that occurred at the end of September. The City had a \$1,000 deductible. Total damage costs are estimated to be around \$6,000-\$7,000.

Staff has been working with contracts to replace equipment. Everything should be replaced by mid-October.

Veterans Dinner – 3rd Annual – I attached a flyer for the Veterans Dinner that will take place on November 8, 2018. It supports the Carver County Veterans Memorial and Registry.

Carver County Community Development Agency – I met with a couple representatives from Carver County CDA this week. We discussed some future collaborations with regards to grant funding for residential and business properties to make improvements to their properties. Another item of

discussion that will come to a future meeting is the potential for the City to participate in their Land Trust Program expansion into Mayer.

Franchise Fees – Nuvera – I have been looking over the franchise ordinance for Nuvera as we look to approve a similar one with Jaguar. At this time we have never taken elected to initiate the collection of an up to 5% franchise fee. This will go to Council at the October 22, 2018 meeting for review. It is another way that the City can collect revenue for projects.

Budgets – Staff has been working on a draft final general fund budget and draft enterprise budgets for review at the October 22, 2018 workshop meeting.

West Ridge Park Amenities – The new playground equipment and amenities should be installed at the end of the month (October 29-31) at West Ridge Park!

Fall Boutique – This will take place on October 27, 2018 from 9 am – 2 pm at the Mayer Community Center. 40+ Crafters and Venders! There will be lunch for purchase.

Mayer Fire Department Fish Fry – October 21, 2018

Margaret McCallum
City Administrator

Date: October 2, 2018

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 09/30/18

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
09/18/18	0503	Camden	Mutual Aid NYA Shed Fire, 15455 102 nd St	193
09/24/18	1119	Watertown	Medical, Hwy 7 & Polk Ave	10

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
09/12/18	0807	Medical, 2308 Coldwater Crossing	9
09/16/18	1053	List Assist, 1239 Meadow Parkway	15
09/23/18	0758	Medical, 2308 Coldwater Crossing	19
09/28/18	1744	Medical, 104 Ridgeway Rd	14

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 09/30/18

09/10/18	Regular Meeting
09/10/18	Group Training – Truck Driving
09/17/18	Regular Training – Auto Rescue
09/20/18	Carver County Chiefs’ Meeting at Carver
09/30/18	Minnesota Fallen Firefighter Memorial for Jeff Vollmer at State Capital



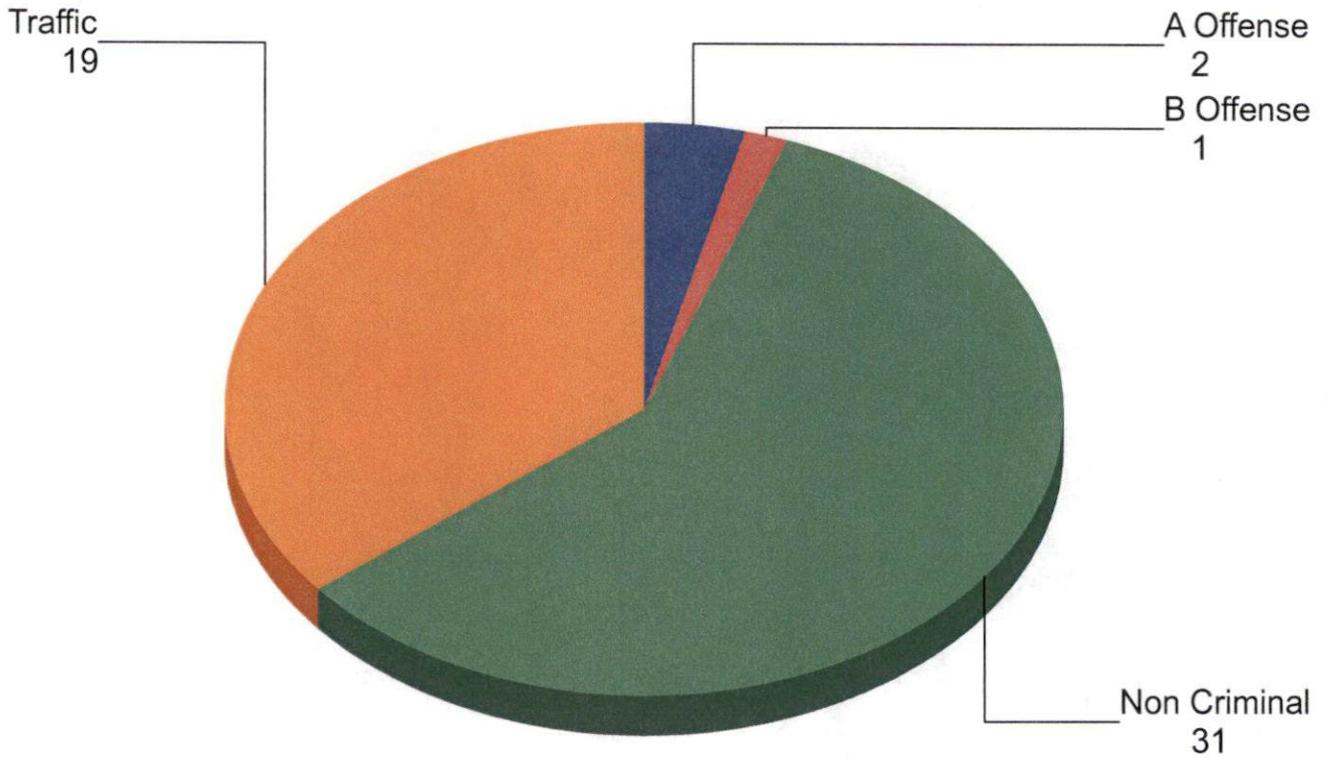
City of Mayer

**September – 2018
& Third Quarter**



**Carver County Sheriff's Office
Monthly Calls for Service
From: 9/1/2018 To: 9/30/2018**

Mayer City



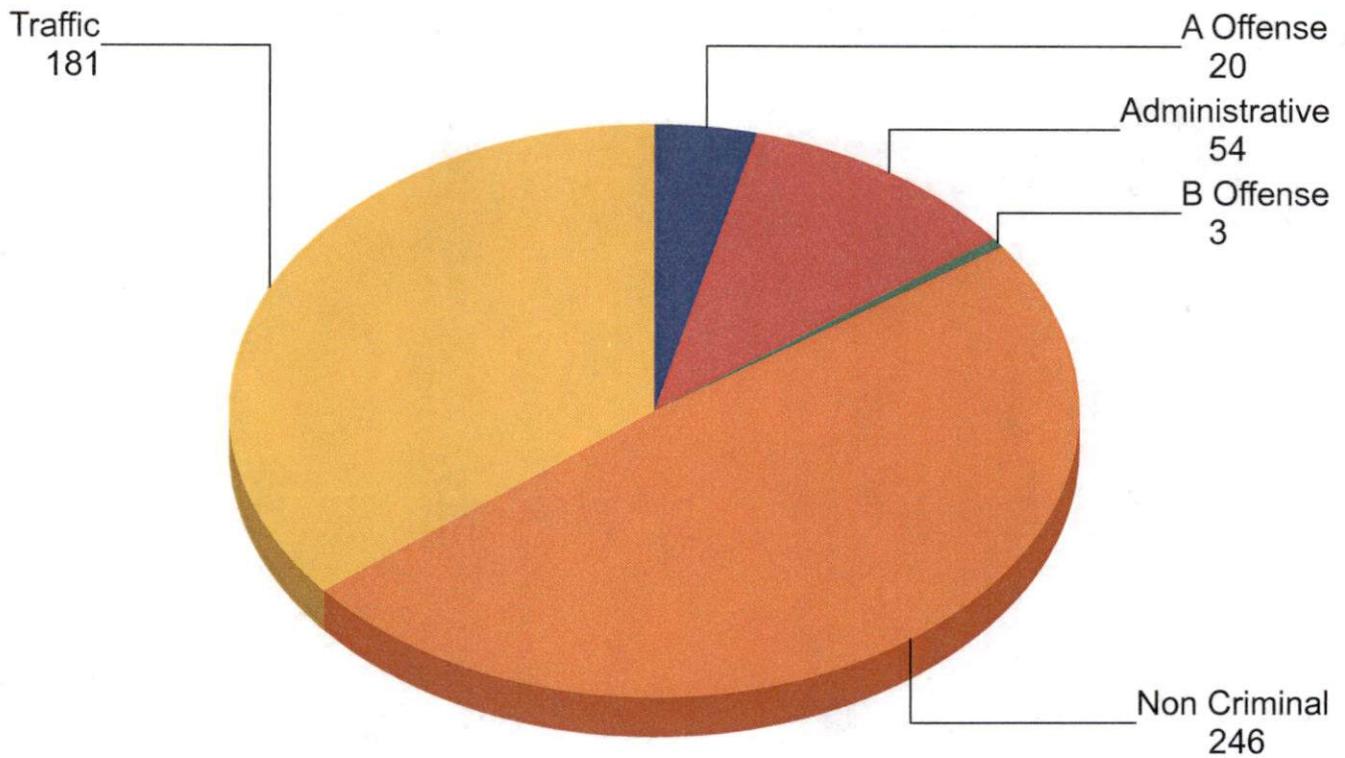
Total A Offense:	2
Total B Offense:	1
Total Non Criminal:	31
Total Traffic:	19

Total Mayer City: 53



**Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2018 To: 9/30/2018**

Mayer City



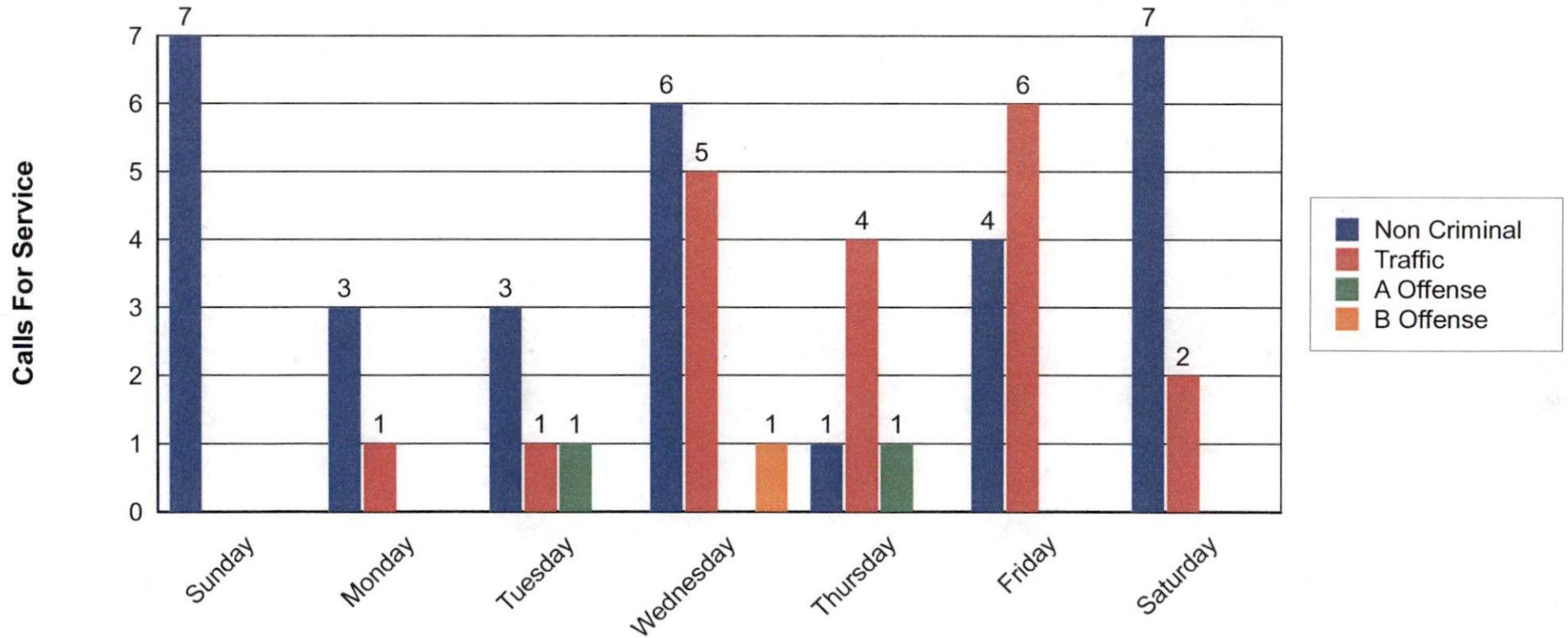
Total A Offense:	20
Total B Offense:	3
Total Non Criminal:	246
Total Traffic:	181
Total Administrative:	54

Total Mayer City: 504



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 9/1/2018 To: 9/30/2018

Mayer City

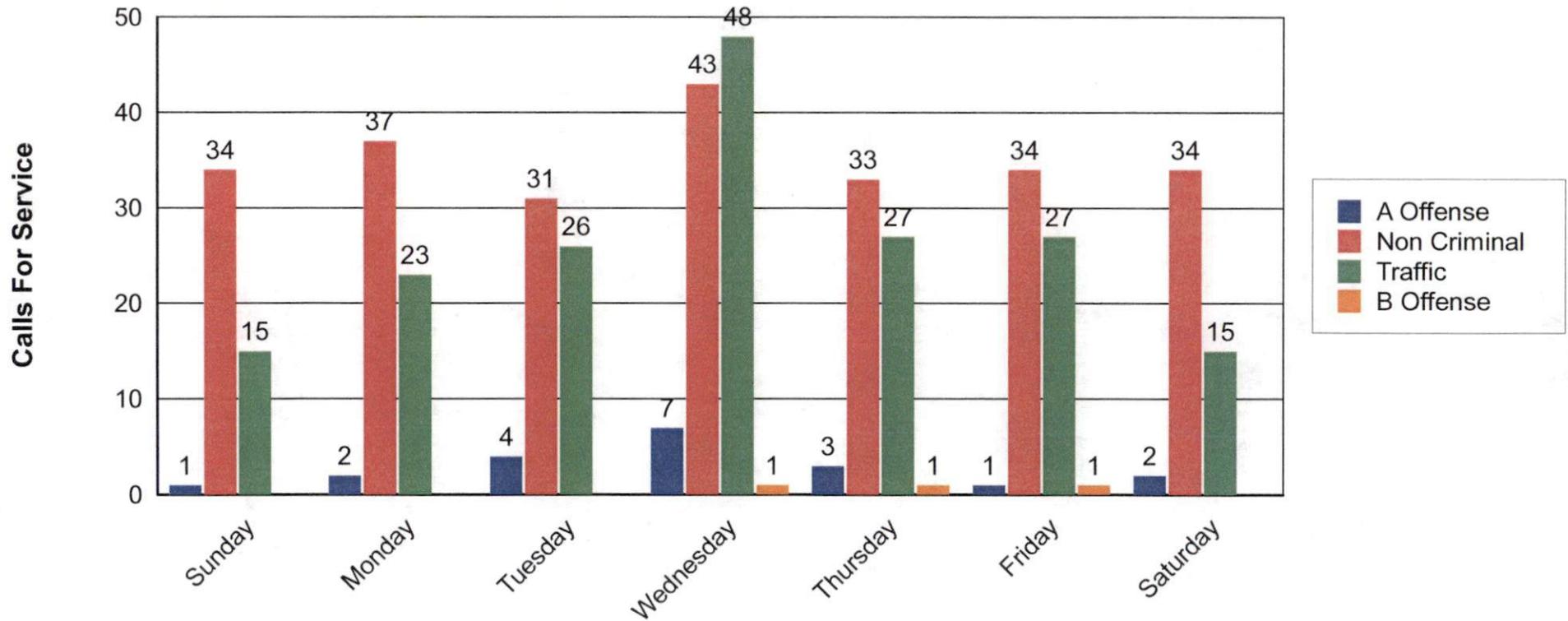


Total Mayer City: 53



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 1/1/2018 To: 9/30/2018

Mayer City

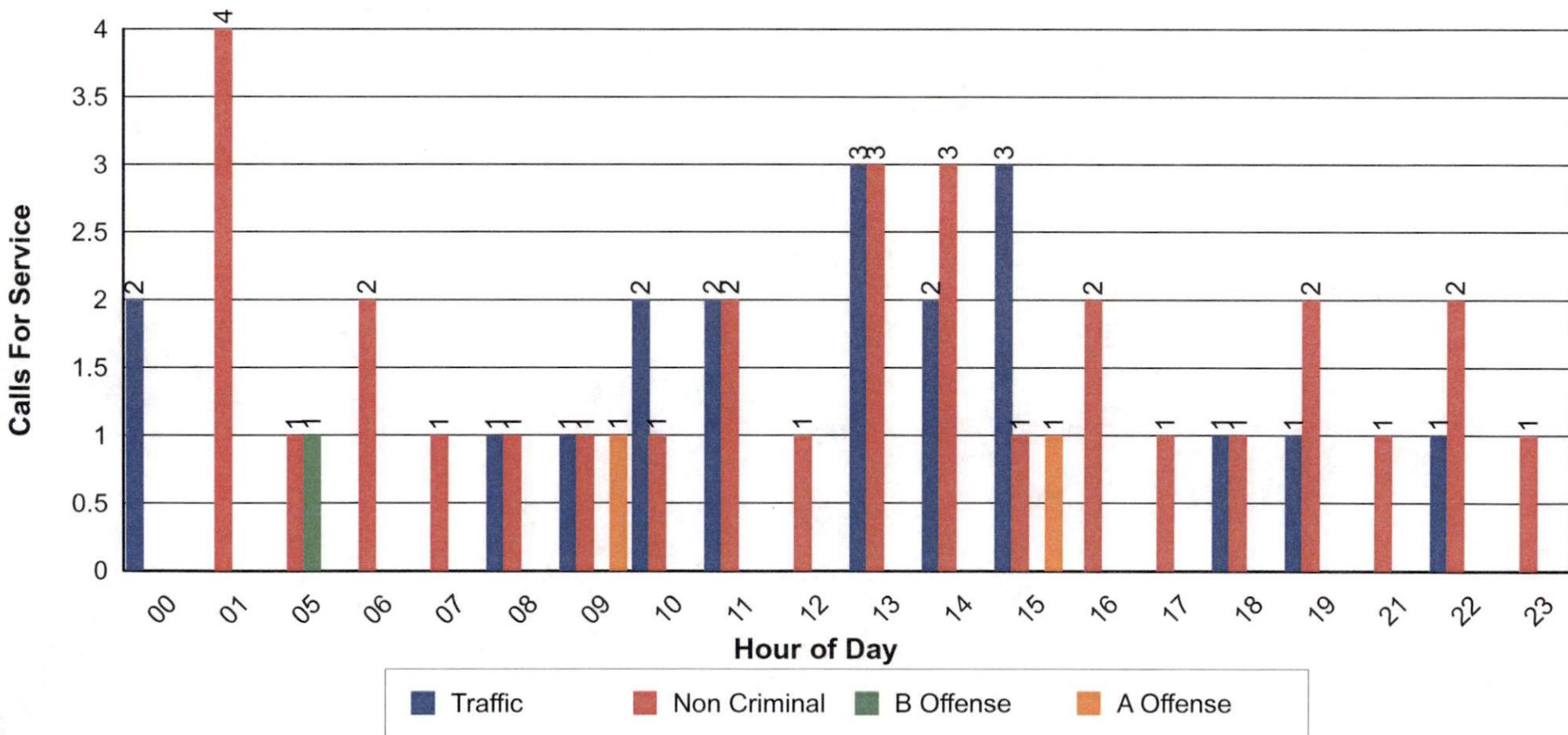


Total Mayer City: 450



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 9/1/2018 To: 9/30/2018

Mayer City

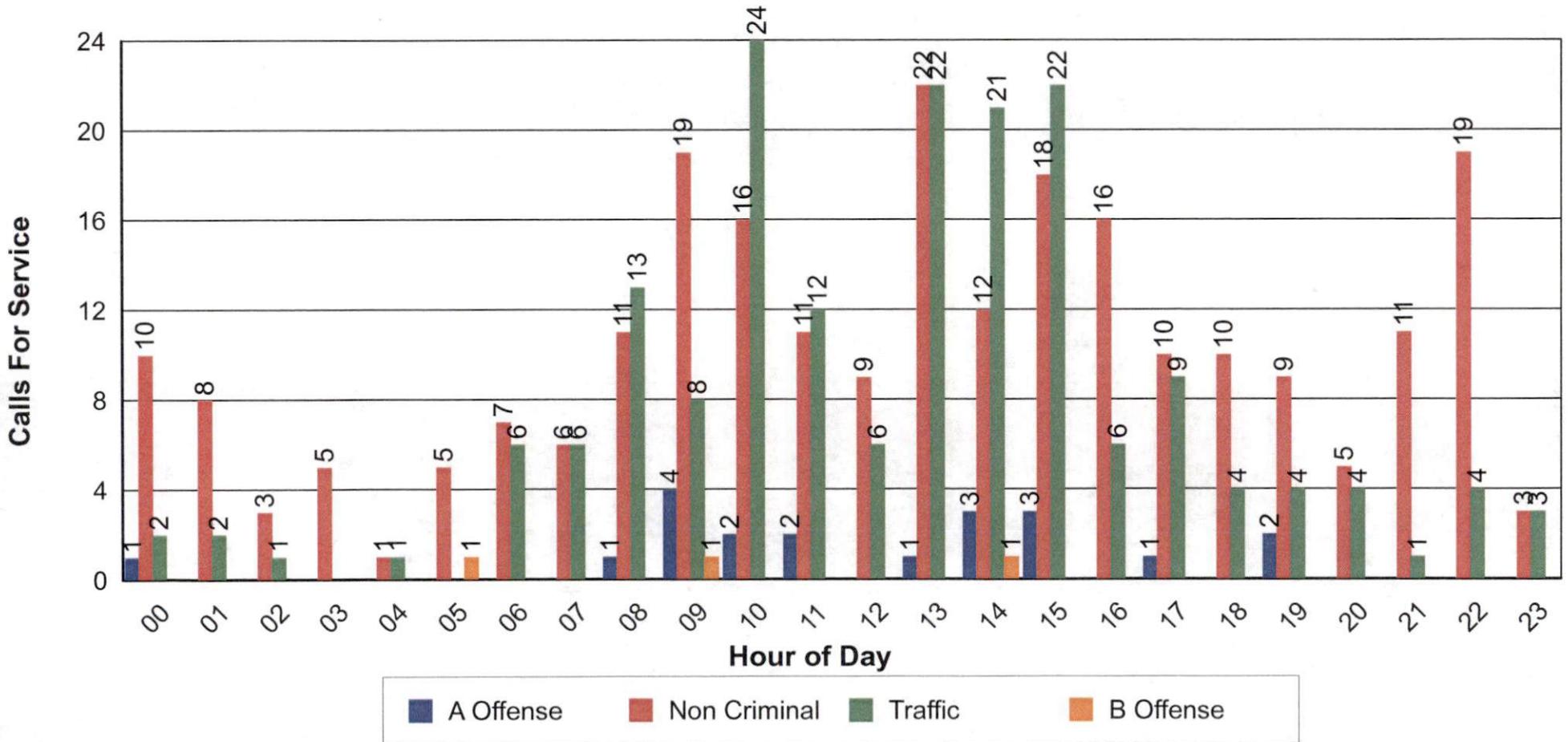


Total Mayer City: 53



**Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 1/1/2018 To: 9/30/2018**

Mayer City



Total Mayer City: 450



Carver County Sheriff's Office
Monthly Calls for Service
From: 9/1/2018 To: 9/30/2018

Mayer City

Patrol

A Offense

Fraud 2

Total A Offense: 2

B Offense

Peeping Tom 1

Total B Offense: 1

Non Criminal

Misc Non-criminal 4

Alarm 4

Abuse/Neglect (Info Only) 1

Animal 2

Medical 6

Assist Other Agency 2

Mental Health 1

Suspicious Activity 6

Disturbance (Info Only) 4

Fraud 1

Total Non Criminal: 31

Traffic

Traffic - Misc 2

Traffic Stop 16

Driving Complaint 1

Total Traffic: 19

Total Patrol: 53

Total Mayer City: 53



Carver County Sherff's Office

Traffic Citation Summary

From: 9/1/2018 To: 9/30/2018

Mayer City

DAS, DAR, DAC:	1
Speed:	1
Total Mayer City:	2



Carver County Sherff's Office
Arrest Summary
For: Mayer City
From: 1/1/2018 To: 9/30/2018

	Total Charges	Total Arrestees	Total Incidents
Mayer City			
13B - Simple Assault	3	2	2
220 - Burglary/Breaking & Entering	1	1	1
26F - Identity Theft	1	1	1
290 - Destruction/Damage/Vandalism of Proper	1	1	1
520 - Weapon Law Violations	1	1	1
90C - Disorderly Conduct	1	0	0
90Z - All Other Offenses	1	1	1
Totals for Mayer City	9	7	7



Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2018 To: 9/30/2018

Mayer City

Patrol

A Offense

Assault	2
Burglary	4
Counterfeiting/Forgery	1
Drug Violation	1
Sex Crime	1
Theft	4
Fraud	6
Weapons	1

Total A Offense: 20

B Offense

Disorderly Conduct	1
Ordinances	1
Peeping Tom	1

Total B Offense: 3

Non Criminal

Misc Non-criminal	53
Alarm	12
Domestic	2
Missing Person	1
Abuse/Neglect (Info Only)	15
Animal	17
Medical	58
House Check	1
Assist Other Agency	6
Fire Call	12
Mental Health	8
Civil Process	4
Snowmobile	1
ATV	2
Suspicious Activity	20
Open Door	6
Disturbance (Info Only)	25
Child Custody Dispute	2
Fraud	1

Total Non Criminal: 246

Traffic

Traffic - Misc	19
Traffic Stop	151
Pd Accident	3
Pi Accident	1
Driving Complaint	7

Total Traffic: 181

Total Patrol: 450



Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2018 To: 9/30/2018

Administrative

Administrative

GunPermit-Acquire	13
GunPermit-CarryNew	15
GunPermit-CarryRenew	7
ATF	2
Lic - Liquor	3
Lic - Peddler	14
Total Administrative:	<hr/> 54

Total Administrative: 54

Total Mayer City: 504



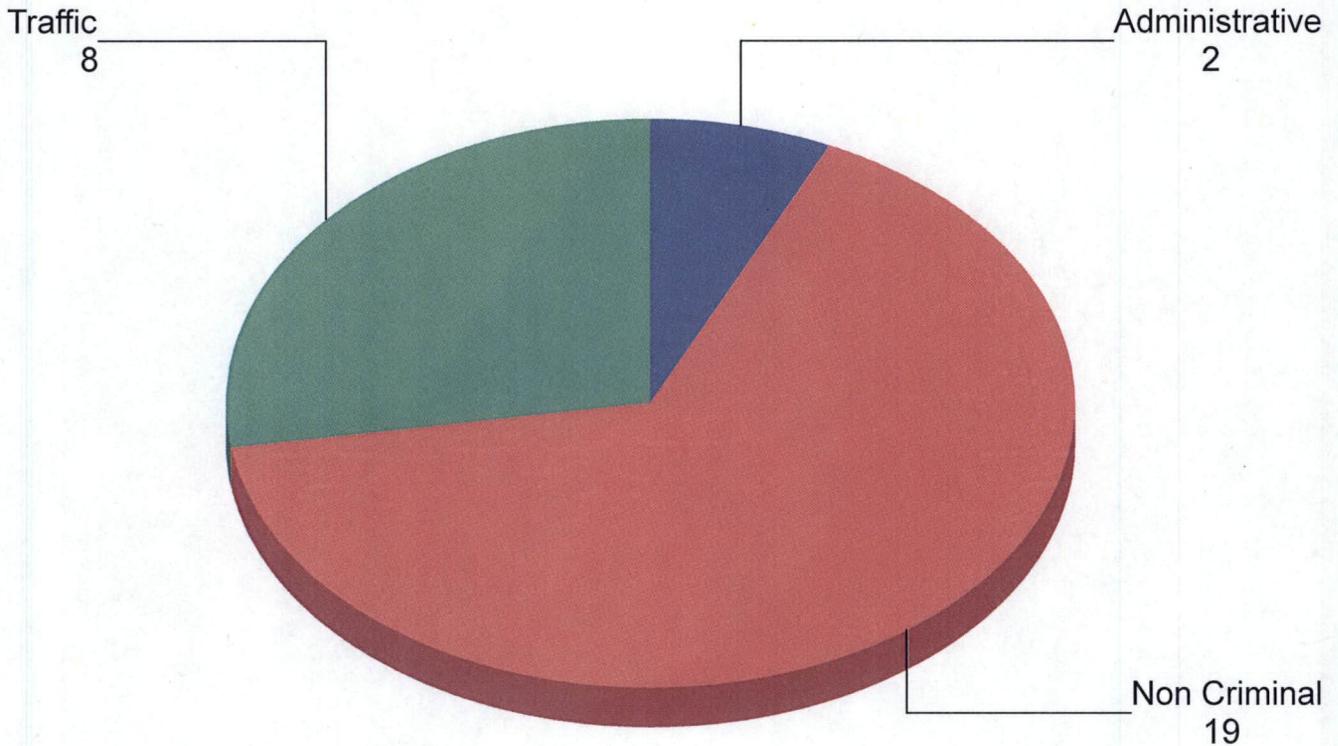
City of Mayer

**September 2017
& Year to Date**



**Carver County Sheriff's Office
Monthly Calls for Service
From: 09/01/2017 To: 09/30/2017**

Mayer City



Total Non Criminal:	19
Total Traffic:	8
Total Administrative:	2

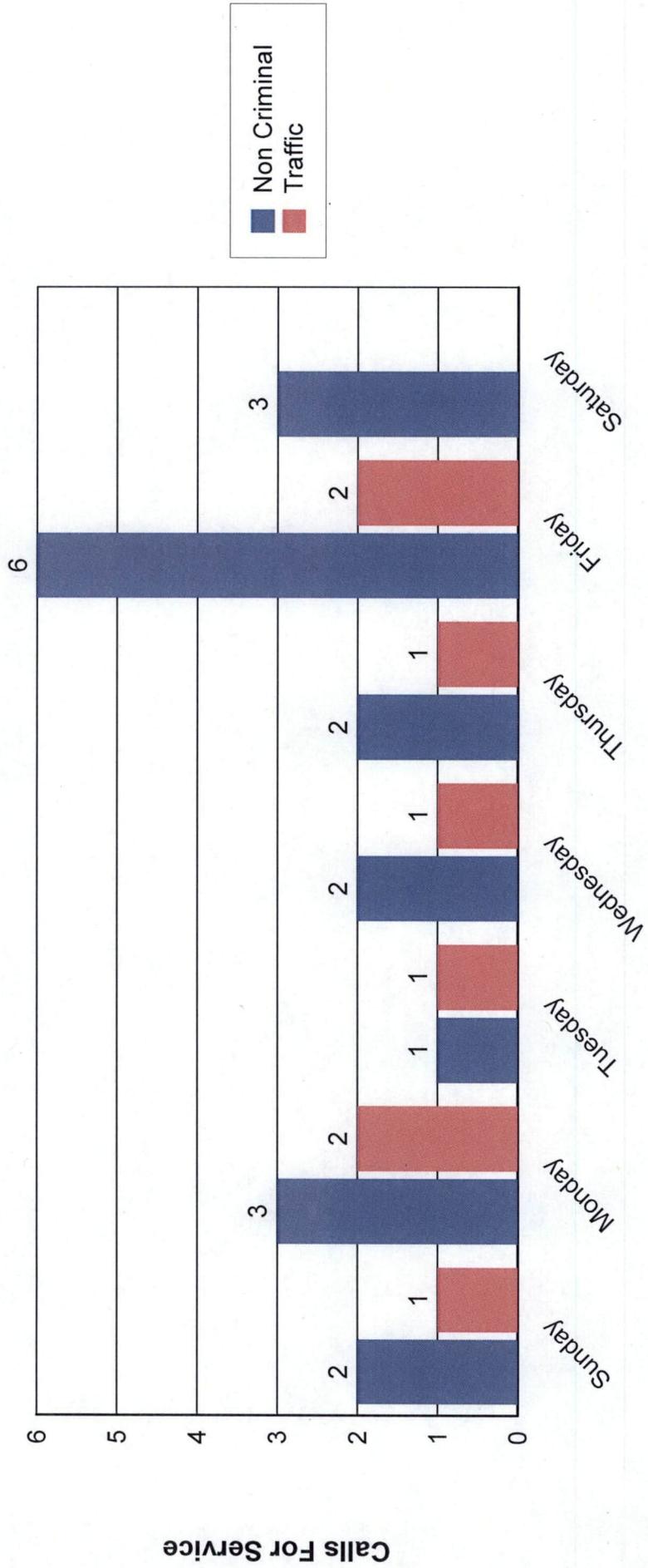
Total Mayer City: 29



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service

Patrol Activity
From: 09/01/2017 To: 09/30/2017

Mayer City



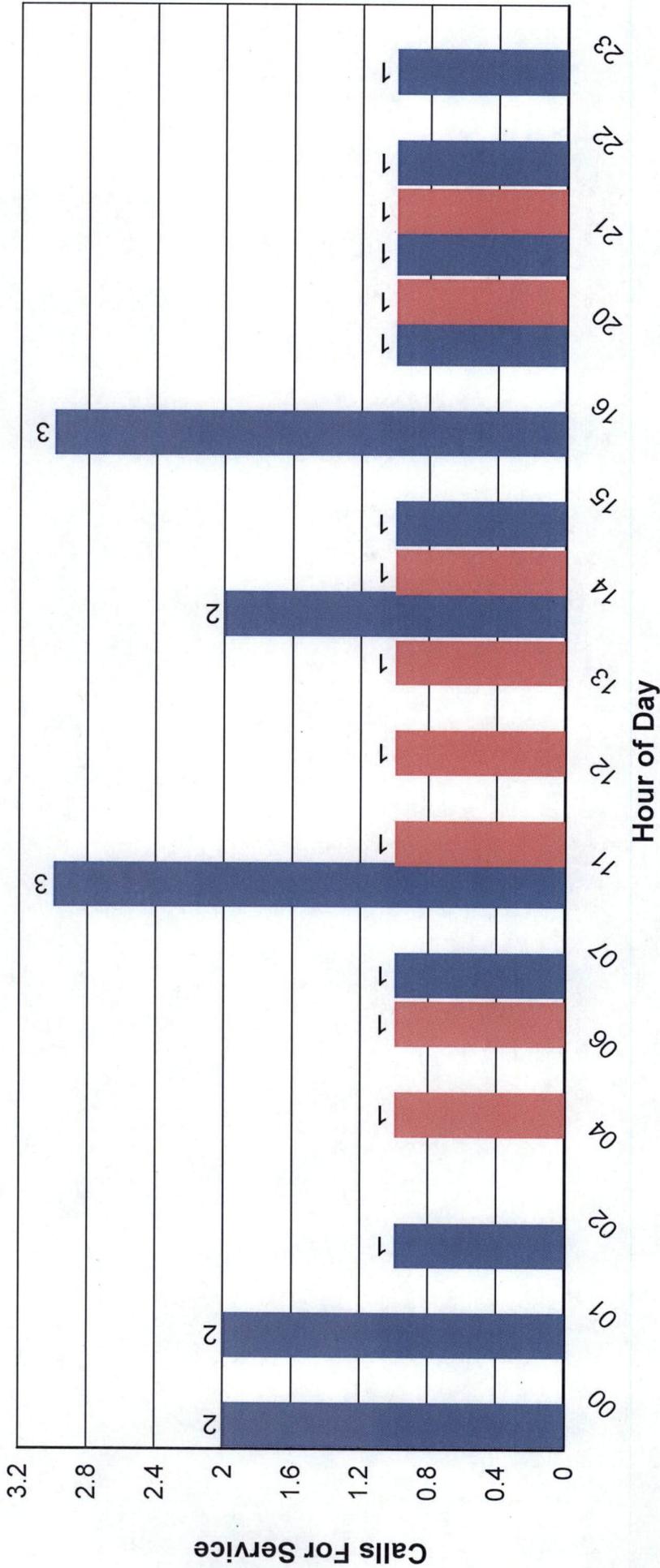
Total Mayer City: 27



**Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity**

From: 09/01/2017 To: 09/30/2017

Mayer City



Total Mayer City: 27



Carver County Sheriff's Office
Monthly Calls for Service
From: 09/01/2017 To: 09/30/2017

Mayer City

Patrol

Non Criminal

Alarm	2
Abuse/Neglect (Info Only)	1
Animal	2
Medical	3
Warrant Service	1
Suspicious Activity	4
Open Door	2
Disturbance (Info Only)	4

Total Non Criminal: 19

Traffic

Traffic Stop	5
Pd Accident	2
Driving Complaint	1

Total Traffic: 8

Total Patrol: 27

Administrative

Administrative

GunPermit-Acquire	1
Rec Ck - Individual	1

Total Administrative: 2

Total Administrative: 2

Total Mayer City: 29



**Carver County Sheriff's Office
Verbal Warnings
From: 09/01/2017 to 09/30/2017**

Mayer City

Driving Complaint:	1
Traffic Stop:	4
Grand Total Verbal Warnings:	5

NIBRS - Activity Codes

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

GROUP B

BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	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

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

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

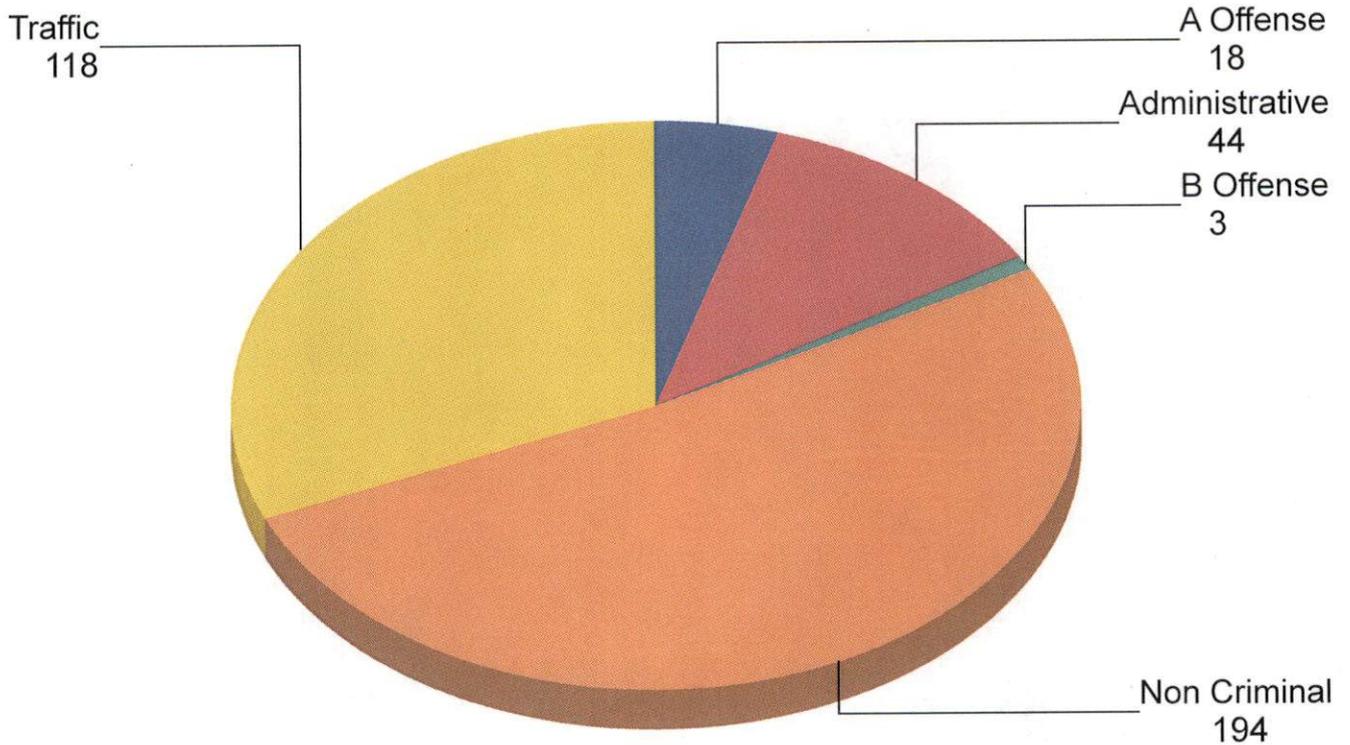
ADMINISTRATIVE

Code	Description	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit -Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating 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



**Carver County Sheriff's Office
Monthly Calls for Service
From: 01/01/2017 To: 09/30/2017**

Mayer City



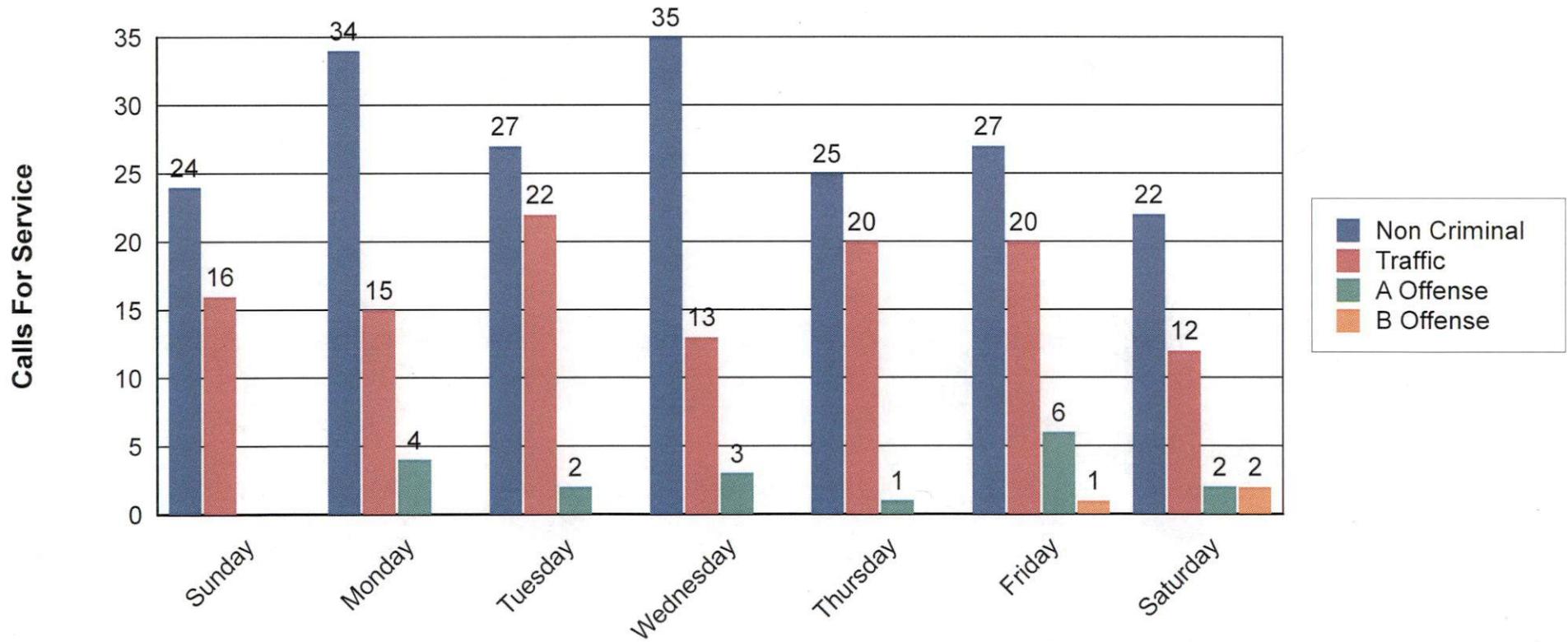
Total A Offense:	18
Total B Offense:	3
Total Non Criminal:	194
Total Traffic:	118
Total Administrative:	44

Total Mayer City: 377



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 01/01/2017 To: 09/30/2017

Mayer City

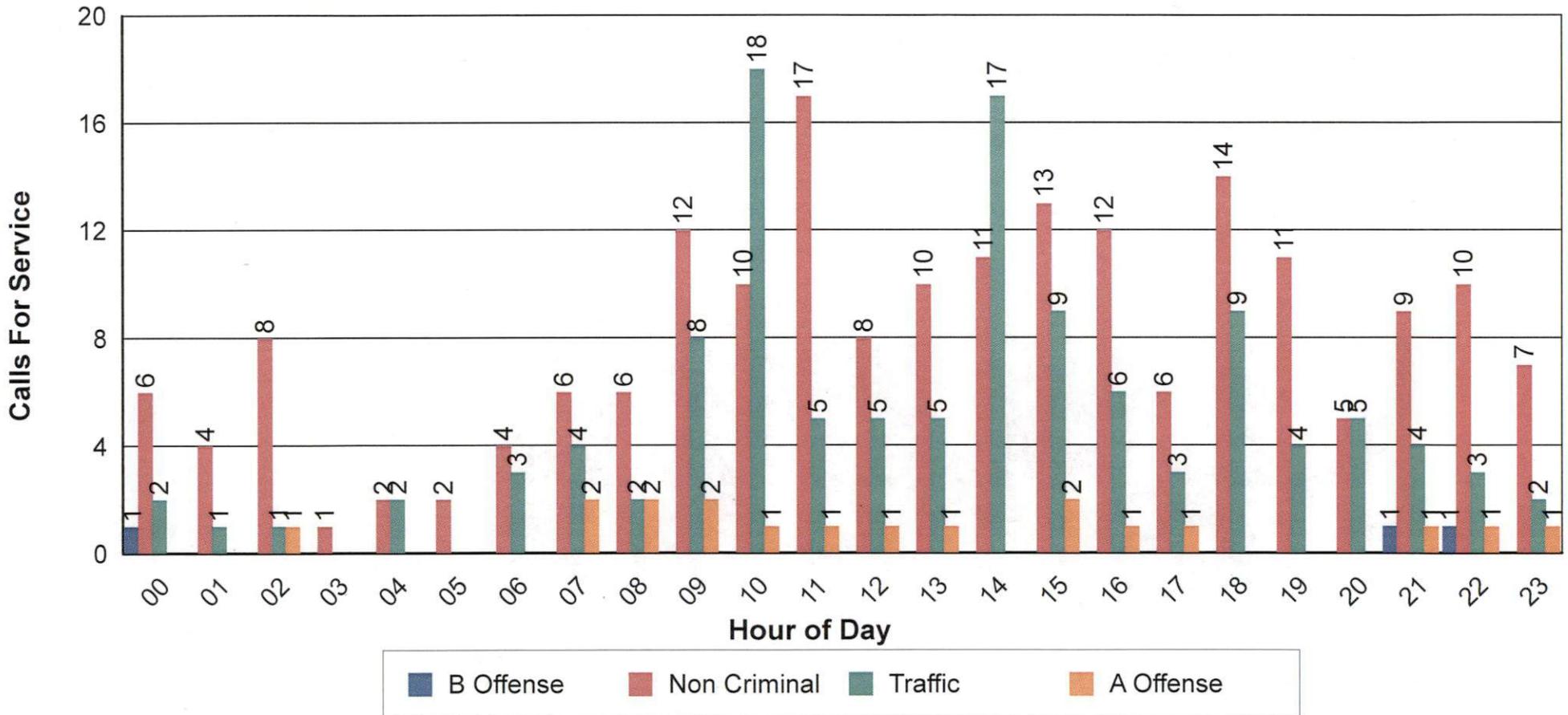


Total Mayer City: 333



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 01/01/2017 To: 09/30/2017

Mayer City



Total Mayer City: 333



Carver County Sheriff's Office
Monthly Calls for Service
From: 01/01/2017 To: 09/30/2017

Mayer City

Patrol

A Offense

Assault	2
Agg. Assault	1
Burglary	2
Drug Violation	3
Property Damage	3
Theft	4
Fraud	3

Total A Offense: 18

B Offense

Traffic - alcohol Rel	3
-----------------------	---

Total B Offense: 3

Non Criminal

Misc Non-criminal	30
Unlock Vehicle/bldg	1
Alarm	18
Domestic	2
Abuse/Neglect (Info Only)	5
Animal	20
Medical	43
Assist Other Agency	3
Fire Call	8
Mental Health	5
Civil Process	1
Warrant Service	2
Suspicious Activity	26
Open Door	4
Disturbance (Info Only)	25
Child Custody Dispute	1

Total Non Criminal: 194

Traffic

Traffic - Misc	13
Traffic Stop	85
Pd Accident	11
Driving Complaint	9

Total Traffic: 118

Total Patrol: 333

Administrative

Administrative

GunPermit-Acquire	17
GunPermit-CarryNew	13
GunPermit-CarryRenew	5
ATF	2



**Carver County Sheriff's Office
Monthly Calls for Service
From: 01/01/2017 To: 09/30/2017**

GunPermit- Carry Late Ren	2
Rec Ck - Individual	1
Lic - Liquor	4
Total Administrative:	44

Total Administrative: 44

Total Mayer City: 377



Carver County Sherff's Office

Arrest Summary

From: 01/01/2017 To: 09/30/2017

Mayer City

13A - Aggravated Assault	1
13B - Simple Assault	1
35A - Drug/Narcotic Violations	2
35B - Drug Equipment Violations	2
90D - Driving Under the Influence	7
90G - Liquor Law Violations	2

Total Number of Charges Involving All Arrests:	15
Total Number Individuals Arrested:	10
Total Incident With Arrests:	8



Carver County Sherff's Office Traffic Citation Summary From: 01/01/2017 To: 09/30/2017

Mayer City

Improper Pass:	1
Inattentive Driving:	1
No Proof Of Insurance:	1
Seatbelt Violation:	5
Snowbird / Winter Parking:	1
Speed:	1
Total Mayer City:	10



**Carver County Sheriff's Office
Verbal Warnings
From: 01/01/2017 to 09/30/2017**

Mayer City

Animal:	1
Driving Complaint:	2
Misc Non-criminal:	1
Traffic Stop:	74
Grand Total Verbal Warnings:	78



Carver County Sheriff's Office
Monthly Calls for Service
From: 01/01/2016 To: 09/30/2016

Mayer City

Patrol

A Offense

Burglary	3
Counterfeiting/Forgery	1
Property Damage	7
Theft	4
Fraud	2
Weapons	1
Total A Offense:	18

B Offense

Bad Checks	1
Family Offense	1
Misc - criminal	1
Total B Offense:	3

Non Criminal

Misc Non-criminal	35
Alarm	13
Domestic	7
Abuse/Neglect (Info Only)	6
Traffic - Misc	4
Animal	24
Medical	46
Assist Other Agency	3
Fire Call	8
Mental Health	1
Civil Process	2
Transport	1
Warrant Service	3
GunPermit-Acquire	9
GunPermit-CarryNew	9
GunPermit-CarryRenew	4
Suspicious Activity	27
Open Door	1
GunPermit- Carry Late Ren	2
Disturbance (Info Only)	15
Traffic Stop	94
Pd Accident	5
Child Custody Dispute	6
Lic - Liquor	5
Driving Complaint	6
Disorderly Conduct	13
Total Non Criminal:	349

Traffic

Traffic - Misc	6
Traffic Stop	47
Pd Accident	1
Driving Complaint	7



Carver County Sheriff's Office
Monthly Calls for Service
From: 01/01/2016 To: 09/30/2016

Total Traffic: 61

Total Patrol: 431

Administrative

Administrative

GunPermit-Acquire 7

GunPermit-CarryNew 12

Total Administrative: 19

Total Administrative: 19

(NA) Part 2 DO NOT USE

Assault 1

Burglary 1

Drug Violation 2

Liquor Viol 1

Runaway 1

Theft 5

Fraud 2

Total (NA) Part 2 DO NOT U 13

Total : 13

Total Mayer City: 463

**CITY OF MAYER
ORDINANCE #225**

AN ORDINANCE AMENDING TITLE XV: LAND USAGE, CHAPTER 152: ZONING, SECTION 152.003 DEFINITIONS AND SECTION 152.026 DRIVEWAY, PARKING AREA, AND HARD SURFACE IMPROVEMENTS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAYER THAT THE FOLLOWING SECTIONS OF THE ZONING ORDINANCE, RELATED TO DEFINITIONS, SHORELAND OVERLAY AND ALTERNATIVE ENERGY SYSTEMS AND CHAPTER 154 FLOODPLAIN MANAGEMENT OF THE CITY CODE FOR THE CITY OF MAYER BE AMENDED TO READ AS FOLLOWS:

Section 1. Title XV: Land Usage, Chapter 152 Zoning, Section 152.003 Definitions, 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:

152.003 DEFINITIONS.

DEVELOPMENT. Any manmade change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

FLOOD. A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas. A temporary rise in stream flow or stage that results in water inundation of areas adjacent to channel.

FLOOD FREQUENCY. The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded. The average frequency, statistically determined, for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

FLOOD FRINGE. The portion of the Special Flood Hazard Area (one percent annual chance flood) located outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Study for Carver County, Minnesota. That portion of the floodplain outside of the floodway.

FLOODPLAIN. The channel or beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood. Floodplain areas within the City of Mayer shall encompass all areas designated as Zone A on the Flood Insurance Rate Map (FIRM). The channel or beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood. Floodplain areas within the City of Mayer shall encompass all areas designated as Zone A on the Flood Hazard Boundary Map.

FLOOD PROOFING. A combination of structural provisions, changes, or adjustments to properties, structures, water and sanitary facilities and contents of structures primarily for the reduction or elimination of damages. from flood waters.

FLOODWAY. The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which are reasonably required to carry or store the regional flood discharge.

OBSTRUCTION. Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, dredged spoil, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure, stockpile, of sand or gravel or other material or matter in, along, across, or

projecting into any channel, watercourse, lake bed, or regulatory floodplain which may impede, retard, or change the direction of flow of water, either in itself or by catching or collecting debris carried by such water. ~~floodwater.~~

RECREATIONAL VEHICLE. Any type of vehicle, either self-powered or drawn by another vehicle that is used primarily for purposes of recreation or transportation of recreational vehicles, equipment, and the like. A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use, including but not limited to campers, motor homes, travel trailers, snowmobiles, camper trailers, motorcycle trailers, snowmobile trailers, horse trailers, and the like. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

REGIONAL FLOOD (100-YEAR FLOOD). A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in magnitude of the 1% chance or 100-year recurrence interval. **REGIONAL FLOOD** is synonymous with the term "base flood" used in a flood insurance study. the flood insurance rate map (FIRM).

REGULATORY FLOOD PROTECTION ELEVATION (RFPE). An elevation no lower not less than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

SHORELAND. Land located within the following distances from public waters: one thousand feet (1,000') ~~4,000 feet~~ from the ordinary high water level of a lake, pond, or flowage; and three hundred feet (300') ~~300 feet~~ from a river or stream, or the landward extent of a floodplain as designated by ordinance, on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distance and when approved by the Commissioner of the Department of Natural Resources.

STRUCTURE. Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, decks, manufactured homes, recreational vehicles not meeting the exemption criteria specified in this chapter and other similar items. ~~travel trailers/vehicles not meeting the exemption criteria specified in this chapter and other similar items.~~

USE, CONDITIONAL. A specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the Mayer Zoning Ordinance official zoning controls or building regulations and upon a finding that:

- (a) Certain conditions as detailed in the Zoning Ordinance exist, and
- (b) The structure and/or land use conform to the Comprehensive Land Use Plan if one exists and are compatible with the existing neighborhood.

After due consideration in each case of the impact of such use upon neighboring land, and the public need for the particular use at the particular location, such **CONDITIONAL USE** may or may not be granted. A use, either public or private, which, because of its unique characteristics, cannot be properly classified as a permitted use in a particular district. After due consideration in each case of the impact of such use upon neighboring land, and the public need for the particular use at the particular location, such **CONDITIONAL USE** may or may not be granted.

Section 2. Title XV: Land Usage, Chapter 152 Zoning, Section 152.064 Shoreland Overlay, (K)(1), 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:

(K) *Design criteria for structures.*

- (1) *High water elevations.* Structures shall be placed in accordance with any floodplain regulations applicable to the site as outlined in City Code Chapter 154: Floodplain Management. Where these controls ~~do~~ not exist, the elevation to which the lowest floor, including basement, is placed or flood-proofed shall be determined as follows:
 - (a) For lakes, by placing the lowest floor at a level at least three feet (3') above the highest known water level, or three feet (3') above the ordinary high water level, whichever is higher.
 - (b) For rivers and streams classified by the Minnesota Department of Natural Resources, by placing the lowest floor at least three feet (3') above the flood of record, if data are available. If data are not available, by placing the lowest floor at least three feet (3') above the ordinary high water level, or by conducting a technical evaluation to determine effects of proposed construction upon flood stages and flood flows and to establish a flood protection elevation. Under all three approaches, technical evaluations shall be done by a qualified engineer or hydrologist consistent with Minnesota Rules, Parts 6120.5000 to 6120.6200, governing the management of floodplain areas. If more than one approach is used, the highest flood protection elevation determined shall be used for placing structures and other facilities.
 - (c) Water-oriented accessory structures may have the lowest floor placed lower than the elevation determined in this item if the structure is construed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long-duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

Section 3. Title XV: Land Usage, Chapter 152 Zoning, 152.102 Alternative Energy Systems (C)(4)(c)2 & (d)4, 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:

2. *Prohibitions.* The city prohibits community SES within:

- i. Shoreland districts as designated by the Department of Natural Resources (DNR) and the Mayer Zoning Map.
- ii. Wetlands to the extent required by the Minnesota Wetland Conservation Act.
- iii. The Floodplain Management area as approved by ordinance by the City of Mayer. ~~Overlay District.~~
- iv. Residential districts.

4. *Prohibitions.* The city prohibits solar farms within:

- i. Shoreland districts as designated by the Department of Natural Resources (DNR) and the Mayer Zoning Map.
- ii. Wetlands to the extent required by the Minnesota Wetland Conservation Act.
- iii. The Floodplain Management area as approved by ordinance by the City of Mayer. ~~Overlay District.~~

Section 4. Title XV: Land Usage, Chapter 154 Floodplain Management, of the City of Mayer Municipal Code, is hereby amended to add the provisions with underlined text while all existing text is being repealed as follows:

CHAPTER 154: FLOODPLAIN MANAGEMENT

Section

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154.01 STATUTORY AUTHORIZATION, FINDINGS OF FACT AND PURPOSE.

A. Statutory Authorization: The legislature of the State of Minnesota has, in Minnesota Statutes Chapter 103F and Chapter 462 delegated the responsibility to local government units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Mayer, Minnesota, does ordain as follows.

B. Purpose:

1. This ordinance regulates development in the flood hazard areas of the City of Mayer. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.
2. National Flood Insurance Program Compliance. This ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59-78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.
3. This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide

recreational opportunities, provide aesthetic benefits and enhance community and economic development.

154.02 GENERAL PROVISIONS

A. Lands to Which Ordinance Applies: This ordinance applies to all lands within the jurisdiction of the City of Mayer within the boundaries of the Floodway, Flood Fringe and General Floodplain Districts. The boundaries of these districts are determined by scaling distances on the Flood Insurance Rate Map, or as modified in accordance with 154.03(B).

1. The Floodway, Flood Fringe and General Floodplain Districts are overlay districts that are superimposed on all existing zoning districts. The standards imposed in the overlay districts are in addition to any other requirements in this ordinance. In case of a conflict, the more restrictive standards will apply.
2. Where a conflict exists between the floodplain limits illustrated on the official floodplain maps and actual field conditions, the flood elevations shall be the governing factor in locating the regulatory floodplain limits.
3. Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the Board of Appeals and Adjustments and to submit technical evidence.

B. Incorporation of Maps by Reference: The following FIRM's together with all attached material are hereby adopted by reference and declared to be a part of the Official Zoning Map and this ordinance. The attached material includes the Flood Insurance Study for Carver County, Minnesota, and Incorporated Areas, dated December 21, 2018 and the Flood Insurance Rate Map panels enumerated below, dated December 21, 2018, all prepared by the Federal Emergency Management Agency. These materials are on file at City Hall

27019C0043D
27019C0044D
27019C0063D

Future City growth areas extend on to the following FIRM's:

27019C0045D
27019C0061D
27019C0160D
27019C0180D

C. Abrogation and Greater Restrictions: It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or other private agreements. However, where this ordinance imposes greater restrictions, the provisions of this ordinance prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

D. Warning and Disclaimer of Liability: This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. This ordinance does not create liability on the part of City of Mayer or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

E. Severability: If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

F. **Definitions:** Unless specifically defined below, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.

ACCESSORY USE OR STRUCTURE. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year. See also "Regional Flood".

BASE FLOOD ELEVATION. The elevation of the "regional flood." The term "base flood elevation" is used in the flood insurance survey.

BASEMENT. Any area of a structure, including crawl spaces, having its floor or base subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.

CONDITIONAL USE. A specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the official zoning controls or building codes and upon a finding that:

- (a) Certain conditions as detailed in the zoning ordinance exist, and
- (b) The structure and/or land use conform to the comprehensive land use plan if one exists and are compatible with the existing neighborhood.

CRITICAL FACILITIES. Facilities necessary to a community's public health and safety, those that store or produce highly volatile, toxic or water-reactive materials, and those that house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical facilities include hospitals, correctional facilities, schools, daycare facilities, nursing homes, fire and police stations, wastewater treatment facilities, public electric utilities, water plants, fuel storage facilities, and waste handling and storage facilities.

DEVELOPMENT. Any manmade change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

EQUAL DEGREE OF ENCROACHMENT. A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

FARM FENCE. A fence as defined by Minn. Statutes Section 344.02, Subd. 1(a)-(d). An open type fence of posts and wire is not considered to be a structure under this ordinance. Fences that have the potential to obstruct flood flows, such as chain link fences and rigid walls, are regulated as structures under this ordinance.

FLOOD. A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

FLOOD FREQUENCY. The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

FLOOD FRINGE. The portion of the Special Flood Hazard Area (one percent annual chance flood) located outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Study for Carver County, Minnesota.

FLOOD INSURANCE RATE MAP (FIRM). An official map on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

FLOOD PRONE AREA. Any land susceptible to being inundated by water from any source.

FLOODPLAIN. The channel or beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood. "Floodplain areas within the City of Mayer shall encompass all areas designated as Zone A on the Flood Insurance Rate Map."

FLOODPROOFING. A combination of structural provisions, changes, or adjustments to properties, structures, water and sanitary facilities and contents of structures subject to flooding, primarily for the reduction or elimination of flood damages.

FLOODWAY. The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which are reasonably required to carry or store the regional flood discharge.

HISTORIC STRUCTURE. See also "Substantial Improvement".

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 Code of Federal Regulations, Part 60.3.

MANUFACTURED HOME. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."

NEW CONSTRUCTION. Structures, including additions and improvements, and placement of manufactured homes, for which the start of construction commenced on or after the effective date of this ordinance.

OBSTRUCTION. Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure, or matter in, along, across, or projecting into any channel, watercourse, lake bed, or regulatory floodplain which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.

ONE HUNDRED YEAR FLOODPLAIN. Lands inundated by the "Regional Flood" (see definition).

PRINCIPAL USE OR STRUCTURE. All uses or structures that are not accessory uses or structures.

REACH. A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

RECREATIONAL VEHICLE. A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent

dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use, including but not limited to campers, motor homes, travel trailers, snowmobiles, camper trailers, motorcycle trailers, snowmobile trailers, horse trailers, and the like. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

REGIONAL FLOOD. A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of the 1% chance or 100-year recurrence interval. Regional flood is synonymous with the term "base flood" used in a flood insurance study.

REGULATORY FLOOD PROTECTION ELEVATION (RFPE). An elevation not less than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

REPETITIVE LOSS. Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25% of the market value of the structure before the damage occurred.

SPECIAL FLOOD HAZARD AREA. A term used for flood insurance purposes synonymous with "One Hundred Year Floodplain."

START OF CONSTRUCTION. Includes substantial improvement, and means the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement that occurred before the permit's expiration date. The actual start is either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE. Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, decks manufactured homes, recreational vehicles not considered travel ready as detailed in 154.10(B)(2) of this ordinance and other similar items.

SUBSTANTIAL DAMAGE. Means damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or

(b) Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.” For the purpose of this ordinance, “historic structure” is as defined in 44 Code of Federal Regulations, Part 59.1.

ZONING ADMINISTRATOR. The City Administrator of the City of Mayer until otherwise designated by the City Council.

G. Annexations: The Flood Insurance Rate Map panels adopted by reference into Section 154.02(B) above may include floodplain areas that lie outside of the corporate boundaries of the City of Mayer at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of Mayer after the date of adoption of this ordinance, the newly annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation.

154.03 ESTABLISHMENT OF FLOODPLAIN DISTRICTS.

A. Districts:

1. Floodway District. The Floodway District includes those areas within Zones AE delineated within floodway areas as shown on the Flood Insurance Rate Maps adopted in Section 154.02(B) as well as other delineated lakes, wetlands and other basins, and are determined to be at or below the ordinary high water level as defined in Minnesota Statutes, Section 103G.005, subdivision 14.

2. Flood Fringe District. The Flood Fringe District includes areas within Zones AE on the Flood Insurance Rate Map adopted in Section 154.02(B), but located outside of the floodway. For lakes, wetlands and other basins within Zones A that do not have a floodway delineated, the Flood Fringe District also includes those areas below the 1% annual chance (100-year) flood elevation but above the ordinary high water level as defined in Minnesota Statutes, Section 103G.005, subdivision 14.

3. Reserved for General Floodplain District.

B. Applicability: Where Floodway and Flood Fringe districts are delineated on the floodplain maps, the standards in Sections 154.05 or 154.06 will apply, depending on the location of a property. Locations where Floodway and Flood Fringe districts are not delineated on the floodplain maps are considered to fall within the General Floodplain district. Within the General Floodplain district, the Floodway District standards in Section 154.05 apply unless the floodway boundary is determined, according to the process outlined in Section 154.07(B).

154.04 REQUIREMENTS FOR ALL FLOODPLAIN DISTRICTS.

A. Permit Required. A permit must be obtained from the Zoning Administrator to verify if a development meets all applicable standards outlined in this ordinance prior to conducting the following activities:

1. The erection, addition, modification, rehabilitation, or alteration of any building, structure, or portion thereof. Normal maintenance and repair also requires a permit if such work, separately or in conjunction with other planned work, constitutes a substantial improvement as defined in this ordinance.

2. The construction of a dam, on-site septic system, or any fence not meeting the definition of farm fence outlined in Section 154.02(F) of this ordinance.

3. The change or extension of a nonconforming use.

4. The repair of a structure that has been damaged by flood, fire, tornado, or any other source.
 5. The placement of fill, excavation of materials, or the storage of materials or equipment within the floodplain.
 6. Relocation or alteration of a watercourse (including new or replacement culverts and bridges), unless a public waters work permit has been applied for.
 7. Any other type of "development" as defined in this ordinance.
- B. Minimum Development Standards. All new construction and substantial improvements must be:
1. Designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 2. Constructed with materials and utility equipment resistant to flood damage;
 3. Constructed by methods and practices that minimize flood damage; and
 4. Constructed with electrical, heating, ventilation, ductwork, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- C. Flood Capacity. Floodplain developments must not adversely affect the hydraulic capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.
- D. The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.
- E. Critical Facilities, as defined in Section 154.02(F), are to be located, so that the lowest floor is not less than two feet above the regional flood elevation, or the 500 year flood elevation, whichever is higher.

154.05 FLOODWAY DISTRICT (FW).

- A. Permitted Uses: The following uses, subject to the standards set forth in Section 154.05(B), are permitted uses if otherwise allowed in the underlying zoning district or any applicable overlay district:
1. General farming, pasture, grazing, farm fences, outdoor plant nurseries, horticulture, forestry, sod farming, and wild crop harvesting.
 2. Industrial-commercial loading areas, parking areas, and airport landing strips.
 3. Open space uses, including but not limited to private and public golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, hunting and fishing areas, and single or multiple purpose recreational trails.
 4. Residential yards, lawns, gardens, parking areas, and play areas.

5. Railroads, streets, bridges, utility transmission lines and pipelines, provided that the Department of Natural Resources' Area Hydrologist is notified at least ten days prior to issuance of any permit.

B. Standards for Floodway Permitted Uses:

1. The use must have a low flood damage potential.
2. The use must not involve structures or obstruct flood flows. The use must not cause any increase in flood damages, nor any increase in flood elevations in areas where a floodway has been established, as certified by a registered professional engineer.
3. Any facility that will be used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.

C. Conditional Uses: The following uses may be allowed as conditional uses following the standards and procedures set forth in Section 154.11(D) of this ordinance and further subject to the standards set forth in Section 154.05(D), if otherwise allowed in the underlying zoning district.

1. Structures accessory to primary uses listed in 154.05(A)(1)-(3) above and primary uses listed in 154.05(C)(2)-(3) below.
2. Grading, extraction, fill and storage of soil, sand, gravel, and other materials.
3. Marinas, boat rentals, permanent docks, piers, wharves, water control structures, and navigational facilities.
4. Storage yards for equipment, machinery, or materials.
5. Fences that have the potential to obstruct flood flows.
6. Levees or dikes intended to protect agricultural crops for a frequency flood event equal to or less than the 10-year frequency flood event.

D. Standards for Floodway Conditional Uses:

1. A conditional use must not cause any increase in flood damages, nor any increase in flood elevations in areas where a floodway has been established, as certified by a registered professional engineer.
2. Fill; Storage of Materials and Equipment:
 - (a) Fill, dredge spoil, and other similar materials deposited or stored in the floodplain must be protected from erosion by vegetative cover, mulching, riprap or other acceptable method. Permanent sand and gravel operations and similar uses must be covered by a long-term site development plan.
 - (b) Temporary placement of fill, other materials, or equipment which would cause an increase to the stage of the 1% percent chance or regional flood may only be allowed if the City of Mayer has approved a plan that assures removal of the materials from the floodway based upon the flood warning time available.

3. Accessory Structures. Accessory structures, as identified in Section 154.05(C)(1), may be permitted, provided that:
 - (a) Structures are not intended for human habitation;
 - (b) Structures will have a low flood damage potential;
 - (c) Structures will be constructed and placed so as to offer a minimal obstruction to the flow of flood waters;
 - (d) Structures must be elevated on fill or structurally dry floodproofed and watertight to the regulatory flood protection elevation. Certifications consistent with Section 154.11(B)(2) shall be required.
 - (e) As an alternative, an accessory structure may be floodproofed in a way to accommodate internal flooding. To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention. A floodproofing certification consistent with Section 154.11(B)(2) shall be required.
4. Structural works for flood control that will change the course, current or cross section of protected wetlands or public waters are subject to the provisions of Minnesota Statutes, Section 103G.245.
5. A levee, dike or floodwall constructed in the floodway must not cause an increase to the 1% chance or regional flood. The technical analysis must assume equal conveyance or storage loss on both sides of a stream.

154.06 FLOOD FRINGE DISTRICT (FF).

A. Permitted Uses: Permitted uses are those uses of land or structures allowed in the underlying zoning district(s) that comply with the standards in Sections 154.06(B).

B. Standards for Flood Fringe Permitted Uses:

1. All structures, including accessory structures, must be elevated on fill so that the lowest floor, as defined, is at or above the regulatory flood protection elevation. The finished fill elevation for structures must be no lower than one foot below the regulatory flood protection elevation and the fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the community.
2. Accessory Structures. As an alternative to the fill requirements of section 154.06(B)(1), structures accessory to the uses identified in Section 6.1 may be designed to accommodate the inundation of floodwaters, meeting the following provisions, as appropriate:
 - (a) The accessory structure constitutes a minimal investment and satisfy the development requirements in Section 154.04(B).

(b) Any enclosed accessory structure shall not exceed 576 square feet in size, and only be used for parking and storage. Any such structure shall be designed and certified by a registered professional engineer, or be designed in accordance with the following floodproofing standards:

(1) To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.

3. The cumulative placement of fill or similar material on a parcel must not exceed 1,000 cubic yards, unless the fill is specifically intended to elevate a structure in accordance with Section 154.06(B)(1) of this ordinance, or if allowed as a conditional use under Section 154.06(C)(3) below.

4. All service utilities, including ductwork, must be elevated or water-tight to prevent infiltration of floodwaters.

5. All fill must be properly compacted and the slopes must be properly protected by the use of riprap, vegetative cover or other acceptable method.

6. All new principal structures must have vehicular access at or above an elevation not more than two feet below the regulatory flood protection elevation, or must have a flood warning /emergency evacuation plan acceptable to the City of Mayer.

7. Accessory uses such as yards, railroad tracks, and parking lots may be at an elevation lower than the regulatory flood protection elevation. However, any facilities used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.

8. Manufactured homes and recreational vehicles must meet the standards of Section 154.10 of this ordinance.

C. Conditional Uses: The following uses may be allowed as conditional uses following the standards and procedures set forth in Section 154.11(D) of this ordinance and further subject to the standards set forth in Section 154.06(D) , if otherwise allowed in the underlying zoning district(s).

1. The placement of floodproofed nonresidential basements below the regulatory flood protection elevation. Residential basements, are not allowed below the regulatory flood protection elevation.

2. The cumulative placement of more than 1,000 cubic yards of fill when the fill is not being used to elevate a structure in accordance with Section 154.06(B)(1) of this ordinance.

D. Standards for Flood Fringe Conditional Uses:

1. The standards for permitted uses in the flood fringe, listed in Sections 154.06(B)(4)-(8), apply to all conditional uses.

2. All areas of nonresidential structures, including basements, to be placed below the regulatory flood protection elevation must be structurally dry floodproofed, which requires making the structure watertight with the walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A floodproofing certification consistent with Section 154.11(B)(2) shall be required.
3. The placement of more than 1,000 cubic yards of fill or other similar material on a parcel (other than for the purpose of elevating a structure to the regulatory flood protection elevation) must comply with an approved erosion/sedimentation control plan.
 - (a) The plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the regional (1% chance) flood event.
 - (b) The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the City of Mayer.
 - (c) The plan may incorporate alternative procedures for removal of the material from the floodplain if adequate flood warning time exists.

154.07 RESERVED FOR GENERAL FLOODPLAIN DISTRICT (GF).

154.08 SUBDIVISION STANDARDS.

- A. Subdivisions: No land may be subdivided which is unsuitable for reasons of flooding or inadequate drainage, water supply or sewage treatment facilities. Manufactured home parks and recreational vehicle parks or campgrounds are considered subdivisions under this ordinance.
1. All lots within the floodplain districts must be able to contain a building site outside of the Floodway District at or above the regulatory flood protection elevation.
 2. All subdivisions must have road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation, unless a flood warning emergency plan for the safe evacuation of all vehicles and people during the regional (1% chance) flood has been approved by the City of Mayer. The plan must be prepared by a registered engineer or other qualified individual, and must demonstrate that adequate time and personnel exist to carry out the evacuation.
 3. For all subdivisions in the floodplain, the Floodway and Flood Fringe District boundaries, the regulatory flood protection elevation and the required elevation of all access roads must be clearly labeled on all required subdivision drawings and platting documents.
 4. In the General Floodplain District, applicants must provide the information required in Section 154.07(B) of this ordinance to determine the regional flood elevation, the Floodway and Flood Fringe District boundaries and the regulatory flood protection elevation for the subdivision site.
 5. Subdivision proposals must be reviewed to assure that:
 - (a) All such proposals are consistent with the need to minimize flood damage within the flood prone area.

(b) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and

(c) Adequate drainage is provided to reduce exposure of flood hazard.

154.09 UTILITIES, RAILROADS, ROADS, AND BRIDGES.

A. Public Utilities: All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be floodproofed in accordance with the State Building Code or elevated to the regulatory flood protection elevation.

B. Public Transportation Facilities: Railroad tracks, roads, and bridges to be located within the floodplain must comply with Sections 154.05 and 154.06 of this ordinance. These transportation facilities must be elevated to the regulatory flood protection elevation where failure or interruption of these facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

C. On-site Water Supply and Sewage Treatment Systems: Where public utilities are not provided:

1. On-site water supply systems must be designed to minimize or eliminate infiltration of flood waters into the systems and are subject to the provisions in Minnesota Rules Chapter 4725.4350, as amended; and

2. New or replacement on-site sewage treatment systems must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, they must not be subject to impairment or contamination during times of flooding, and are subject to the provisions in Minnesota Rules Chapter 7080.2270, as amended.

154.10 MANUFACTURED HOMES AND RECREATIONAL VEHICLES.

A. Manufactured Homes: Manufactured homes and manufactured home parks are subject to applicable standards for each floodplain district. In addition:

1. New and replacement manufactured homes must be elevated in compliance with Section 154.06 of this ordinance and must be securely anchored to a system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

2. New manufactured home parks and expansions to existing manufactured home parks must meet the appropriate standards for subdivisions in Section 154.08 of this ordinance. New or replacement manufactured homes in existing manufactured home parks must meet the vehicular access requirements for subdivisions in Section 154.08(A)(2) of this ordinance.

B. Recreational Vehicles: New recreational vehicle parks or campgrounds and expansions to existing recreational vehicle parks or campgrounds are prohibited in any floodplain district.

Recreational vehicles placed in existing recreational vehicle parks, campgrounds or lots of record in the floodplain must either:

1. Meet the requirements for manufactured homes in Section 154.10(A), or
2. Be travel ready, meeting the following criteria:
 - (a) The vehicle must have a current license required for highway use.
 - (b) The vehicle must be highway ready, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities commonly used in campgrounds and recreational vehicle parks.
 - (c) No permanent structural type additions may be attached to the vehicle.
 - (d) Accessory structures may be permitted in the Flood Fringe District, provided that they constitute a minimal investment, do not hinder the removal of the vehicle should flooding occur, and meet the standards outlined in Sections 154.04(B) and 154.06(B)(2).

154.11 ADMINISTRATION.

A. Duties: A Zoning Administrator or other official designated by the Mayer City Council, must administer and enforce this ordinance.

B. Permit Application Requirements:

1. Application for Permit. Permit applications must be submitted to the Zoning Administrator on forms provided by the Zoning Administrator. The permit application must include the following as applicable:
 - (a) A site plan showing all pertinent dimensions, existing or proposed buildings, structures, and significant natural features having an influence on the permit.
 - (b) Location of fill or storage of materials in relation to the stream channel.
 - (c) Copies of any required municipal, county, state or federal permits or approvals.
 - (d) Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.
2. Certification. The applicant is required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance with the provisions of this ordinance. Floodproofing measures must be certified by a registered professional engineer or registered architect as being in compliance with applicable floodproofing standards in the State Building Code. Accessory structures designed in accordance with Section 154.06(B)(2) of this ordinance are exempt from certification, provided sufficient assurances are documented. Any development in established floodways must not cause any increase in flood elevations or damages, as certified by a registered professional engineer.

3. Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use. No building, land or structure may be occupied or used in any manner until a certificate of zoning compliance has been issued by the Zoning Administrator stating that the use of the building or land conforms to the requirements of this ordinance.
4. Recordkeeping of Certifications and As-Built Documentation. The Zoning Administrator must maintain records in perpetuity documenting:
 - (a) All certifications referenced in Section 154.11(B)(2) of this ordinance as applicable.
 - (b) Elevations complying with Section 154.06(B)(1) of this ordinance. The Zoning Administrator must also maintain a record of the elevation to which structures and alterations to structures are constructed or floodproofed.
5. Notifications for Watercourse Alterations. Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters pursuant to Minnesota Statutes, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to the Chicago Regional Office of the Federal Emergency Management Agency (FEMA).
6. Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations. As soon as is practicable, but not later than six months after the date such supporting information becomes available, the Zoning Administrator must notify the Chicago Regional Office of FEMA of the changes by submitting a copy of the relevant technical or scientific data.

C. Variances:

1. Variance Applications. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with applicable State Statutes and Section 152.153 of the Zoning Ordinance for the City of Mayer.
2. Adherence to State Floodplain Management Standards. A variance must not allow a use that is not allowed in that district, permit a lower degree of flood protection than the regulatory flood protection elevation for the particular area, or permit standards lower than those required by state law.
3. Additional Variance Criteria. The following additional variance criteria of the Federal Emergency Management Agency must be satisfied:
 - (a) Variances must not be issued by a community within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
 - (b) Variances may only be issued by a community upon the following:
 - (i) a showing of good and sufficient cause,
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create

nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Variances may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. Flood Insurance Notice. The Zoning Administrator must notify the applicant for a variance that:

(a) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and

(b) Such construction below the base or regional flood level increases risks to life and property. Such notification must be maintained with a record of all variance actions.

5. General Considerations. The community may consider the following factors in granting variances and imposing conditions on variances and conditional uses in floodplains:

(a) The potential danger to life and property due to increased flood heights or velocities caused by encroachments;

(b) The danger that materials may be swept onto other lands or downstream to the injury of others;

(c) The proposed water supply and sanitation systems, if any, and the ability of these systems to minimize the potential for disease, contamination and unsanitary conditions.

(d) The susceptibility of any proposed use and its contents to flood damage and the effect of such damage on the individual owner;

(e) The importance of the services to be provided by the proposed use to the community;

(f) The requirements of the facility for a waterfront location;

(g) The availability of viable alternative locations for the proposed use that are not subject to flooding;

(h) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future;

(i) The relationship of the proposed use to the Comprehensive Land Use Plan and flood plain management program for the area;

(j) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(k) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site.

6. Submittal of Hearing Notices to the Department of Natural Resources (DNR). The Zoning Administrator must submit hearing notices for proposed variances to the DNR sufficiently

in advance to provide at least ten days' notice of the hearing. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

7. Submittal of Final Decisions to the DNR. A copy of all decisions granting variances must be forwarded to the DNR within ten days of such action. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.
8. Record-Keeping. The Zoning Administrator must maintain a record of all variance actions, including justification for their issuance, and must report such variances in an annual or biennial report to the Administrator of the National Flood Insurance Program, when requested by the Federal Emergency Management Agency.

D. Conditional Uses:

1. Administrative Review. An application for a conditional use permit under the provisions of this ordinance will be processed and reviewed in accordance with Section(s) 152.511 of the zoning ordinance/code.
2. Factors Used in Decision-Making. In passing upon conditional use applications, the City Council must consider all relevant factors specified in other sections of this ordinance, and those factors identified in Section 154.11(C)(5) of this ordinance.
3. Conditions Attached to Conditional Use Permits. In addition to the standards identified in Sections 154.05(D) and 154.06(D). The City Council may attach such conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this ordinance. Such conditions may include, but are not limited to, the following:
 - (a) Limitations on period of use, occupancy, and operation.
 - (b) Imposition of operational controls, sureties, and deed restrictions.
 - (c) Requirements for construction of channel modifications, compensatory storage, dikes, levees, and other protective measures.
4. Submittal of Hearing Notices to the Department of Natural Resources (DNR). The Zoning Administrator must submit hearing notices for proposed conditional uses to the DNR sufficiently in advance to provide at least ten days' notice of the hearing. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.
5. Submittal of Final Decisions to the DNR. A copy of all decisions granting conditional uses must be forwarded to the DNR within ten days of such action. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

154.12 NONCONFORMITIES

A. Continuance of Nonconformities: A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance but which is not in conformity with the provisions of this ordinance may be continued subject to the following conditions. Historic structures, as defined in Section 154.02(F) of this ordinance, are subject to the provisions of Sections 154.12(A)(1)-(6) below.

1. A nonconforming use, structure, or occupancy must not be expanded, changed, enlarged, or altered in a way that increases its flood damage potential or degree of obstruction to flood flows except as provided in 154.12(A)2 below. Expansion or enlargement of uses, structures or occupancies within the Floodway District is prohibited.

2. Any addition or structural alteration to a nonconforming structure or nonconforming use that would result in increasing its flood damage potential must be protected to the regulatory flood protection elevation in accordance with any of the elevation on fill or floodproofing techniques (i.e., FP1 thru FP4 floodproofing classifications) allowable in the State Building Code, except as further restricted in 154.12(A)(4) below.
3. If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance, as described in Section 152.020
4. If any structure experiences a substantial improvement as defined in this ordinance, then the entire structure must meet the standards of Section 154.05 or 154.06 of this ordinance for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District, respectively. If the current proposal, including maintenance and repair during the previous 365 days, plus the costs of any previous alterations and additions since the first Flood Insurance Rate Map exceeds 50 percent of the market value of any nonconforming structure, the entire structure must meet the standards of Section 154.05 or 154.06 of this ordinance.
5. If any nonconformity is substantially damaged, as defined in this ordinance, it may not be reconstructed except in conformity with the provisions of this ordinance. The applicable provisions for establishing new uses or new structures in Sections 154.05 or 154.06 will apply depending upon whether the use or structure is in the Floodway or Flood Fringe, respectively.
6. If any nonconforming use or structure experiences a repetitive loss, as defined in Section 154.02(F) of this ordinance, it must not be reconstructed except in conformity with the provisions of this ordinance.

154.13 VIOLATIONS AND PENALTIES.

- A. Violation Constitutes a Misdemeanor: Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional uses) constitute a misdemeanor and will be punishable as defined by law.
- B. Other Lawful Action: Nothing in this ordinance restricts the City of Mayer from taking such other lawful action as is necessary to prevent or remedy any violation. If the responsible party does not appropriately respond to the Zoning Administrator within the specified period of time, each additional day that lapses will constitute an additional violation of this ordinance and will be prosecuted accordingly.
- C. Enforcement: Violations of the provisions of this ordinance will be investigated and resolved in accordance with the provisions of Section(s) 152.150 & 152.153 of the zoning ordinance for the City of Mayer. In responding to a suspected ordinance violation, the Zoning Administrator and the Board of Appeals and Adjustments may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance availability to the guilty party. The City of Mayer must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

154.14 AMENDMENTS.

- A. Floodplain Designation – Restrictions on Removal: The floodplain designation on the Official Zoning Map must not be removed from floodplain areas unless it can be shown that the designation is in error or that the area has been filled to or above the elevation of the regulatory flood protection elevation and is contiguous to lands outside the floodplain. Special exceptions to this rule may be permitted by the Department of Natural Resources (DNR) if it is determined that, through other measures, lands are adequately protected for the intended use.

- B. Amendments Require DNR Approval: All amendments to this ordinance must be submitted to and approved by the Department of Natural Resources (DNR) prior to adoption.

- C. Map Revisions Require Ordinance Amendments. The floodplain district regulations must be amended to incorporate any revisions by the Federal Emergency Management Agency to the floodplain maps adopted in Section 154.02(B) of this ordinance.

ADOPTED by the City Council of the City of Mayer, Carver County, Minnesota this 8th day of October, 2018.

Mike Dodge
Mayor

ATTEST:

Moved by:
Seconded by:

Margaret McCallum
City Administrator

Published:
Filed with Carver County:



Request for Council Action Memorandum

Item: 2019 Police Contract

Meeting Date: October 8, 2018

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and make a motion approving Resolution 10-22-18-37 approving contract for police services for Calendar Year 2019.

Details:

The 2018 contract for polices services reflects an increase of \$355.00 from the 2018 contract. Below is the budget information for 2016 – 2019.

Personnel Cost	2016	2017	2018	2019
.67 Corporal	\$63,055.00	\$66,205.00	\$68,652.00	\$69,148.00
CSO 130 Hours	\$4,033.00	\$4,350.00	\$5,022.00	\$5,006.00
Vehicle Cost .67	\$15,480.00	\$21,093.00	\$13,896.00	\$13,771.00
Total	\$82,568.00	\$91,648.00	\$87,570.00	\$87,925.00

Attachments:

Resolution 10-22-18-37

2019 Police Contract

CONTRACT FOR POLICE SERVICES

Mayer

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

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

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

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

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

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

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

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

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

LIABILITY

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

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

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

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2019 to December 31, 2019. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. As contained in this contract.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2020, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

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

City of Mayer
Margaret McCallum, Administrator
413 Bluejay Ave.
Mayer, Mn. 55360
Phone: 952-657-1502
margaret.mccallum@cityofmayer.com

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

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

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

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

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

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

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

PERSONNEL COST

Deputy .67 (2080 FTE)	\$69,148
CSO – 130hours	\$5,006

VEHICLE COST

Patrol Vehicle – .67	<u>\$13,771</u>
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<u>TOTAL POLICE SERVICES</u>	\$87,925
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$43,962.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$43,962.50 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

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

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

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

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

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Administrator

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

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

Attest

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

RESOLUTION 10-22-18-37
APPROVING THE CONTRACT FOR POLICE SERVICES
FOR CALENDAR YEAR 2019
CITY OF MAYER

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

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

WHEREAS, said contract will be for police services provided during the 2019 calendar year under the terms and conditions contained in the contract.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Mayer, Carver County, Minnesota, hereby approves the Contract for Police Services for 2019 calendar year, attached hereto and by said references incorporated herein in its entirety.

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

Adopted this 22nd day of October, 2018 by the Mayer City Council.

Margaret McCallum, City Administrator

Michael Dodge, Mayor



Memorandum

Item: Employee Benefits

Meeting Date: October 22, 2018

Presented By: Margaret McCallum, City Administrator

Details:

At the October 8, 2018 City Council workshop meeting, staff and council discussed upcoming benefit changes. There was a consensus to switch to a High Deductible Plan with a Health Savings Account. It was also discussed to add in long-term and short-term disability coverage. Life Insurance would stay the same at \$15,000, allowing the employee to elect more if they want to. There was much discussion on premium coverage and H.S.A. contributions.

History:

The City of Mayer's employment composition has changed significantly over the last 4-5 years.

The Administrative Department included two employees for many years. One employee did not elect health insurance coverage.

The Public Works Department until 2017 was one employee.

Until 2016, the City was covering 2 employees under health insurance.

In 2017, there was a big change in staff. The public works department went from 1 to 2 employees. The administrative department stayed at two employees, both taking health coverage. In 2017, the City went from having only 2 employees on insurance to 4 employees on insurance.

The City has grown significantly in the past two decades. As the City has grown, the City's needs have grown as well resulting in the need for additional employees.

The City now has two public works employees. The Administrative office still maintains two employees who both utilize the city's benefits.

Not only has the number of employees changed, but the age and makeup of the employees. Compared to the previous group of employees, the current dynamic includes employees that are younger and have dependents. All of the employees use the City's benefits as well, whereas in the past, this was not always the case.

Current Employee Benefits:

Health Insurance - \$800.00 towards premium for individual and/or family

Life Insurance – \$100% for first \$15,000.00

Dental Insurance – 100% for employee premium

Proposed Changes:

Add Long-Term Disability

Add Short-Term Disability

Changing Health/Dental Insurance formula (High Deductible Plan with H.S.A. Account).

Health Insurance Premiums

2018:

Last year's total premiums for employees and dependents was about \$30,000. (The City budgets \$38,400.00 for the year).

So about \$8,400.00 was going unused.

This is because each employee has different coverage needs.

2019:

Due to changes in number of employees, the dynamics and needs of the employees, and premiums going up, health insurance will go up for the City.

The proposed plan is to go to a High Deductible Plan with a Health Savings Account (SPIC 2,800.100.HSA).

Included are three other plans as well (see attachments for further information on each plan):

Premium Difference
% From
2800.100.HSA Plan

-9.83%

-12.12%

+2.55%

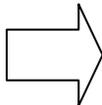


Age	PO / 12-1-2018 S.PIC.2500.60.50 Comp	PO / 12-1-2018 S.PIC.2000.80.HSA.Comp	PO / 12-1-2018 S.PIC.2000.100.HSA.Comp	PO / 12-1-2018 S.PIC.2800.100.HSA.Comp
0-20	271.38	265.84	305.87	298.06
21	304.92	298.70	343.67	334.90
22	304.92	298.70	343.67	334.90
23	304.92	298.70	343.67	334.90
24	304.92	298.70	343.67	334.90
25	306.14	299.90	345.05	336.24
26	312.23	305.87	351.92	342.93
27	319.55	313.04	360.17	350.97
28	331.44	324.69	373.57	364.03
29	341.20	334.25	384.57	374.75
30	346.08	339.03	390.07	380.11
31	353.40	346.19	398.31	388.15
32	360.72	353.36	406.56	396.18
33	365.29	357.84	411.72	401.21
34	370.17	362.62	417.22	406.56
35	372.61	365.01	419.97	409.24
36	375.05	367.40	422.72	411.92
37	377.49	369.79	425.46	414.60
38	379.93	372.18	428.21	417.28
39	384.80	376.96	433.71	422.64
40	389.68	381.74	439.21	428.00
41	397.00	388.91	447.46	436.04
42	404.01	395.78	455.36	443.74
43	413.77	405.34	466.36	454.45
44	425.97	417.29	480.11	467.85
45	440.30	431.32	496.26	483.59
46	457.37	448.05	515.51	502.34
47	476.58	466.87	537.16	523.44
48	498.54	488.38	561.90	547.56
49	520.19	509.58	586.30	571.33
50	544.58	533.48	613.80	598.13
51	568.67	557.08	640.95	624.58
52	595.20	583.06	670.85	653.72
53	622.03	609.35	701.09	683.19
54	651.00	637.73	733.74	715.00
55	679.96	666.10	766.39	746.82
56	711.37	696.87	801.78	781.31
57	743.08	727.94	837.53	816.14
58	776.93	761.09	875.67	853.32
59	793.70	777.52	894.58	871.74
60	827.54	810.68	932.72	908.91
61	856.82	839.35	965.72	941.06
62	876.03	858.17	987.37	962.16
63	900.11	881.77	1014.52	988.61
64	914.45	895.81	1030.67	1004.35
65+	914.45	895.81	1030.67	1004.35

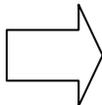
Presented by: A.T. Group, Employee Benefits 877-902-8898

Total yearly premium costs for employees and their dependents under each plan. The H.S.A. Plans include a \$3,000 contribution for family coverage and \$1,500 contribution for single. **(Total H.S.A. Budget for all employees = \$10,500).**

**Current Health
Premium Budget:
\$38,400**

	S.PIC. 2500.60.50 Comp (No HSA)	S.PIC. 2000.80.HSA Comp	S.PIC.2000.100.HSA. Comp	S.PIC.2800.100.HSA Comp
80%	\$40,336.15	\$50,013.62	\$55,962.89	\$54,802.18
90%	\$42,855.76	\$52,481.83	\$58,802.72	\$57,569.51
100%	\$45,375.36	\$54,950.04	\$61,642.56	\$60,336.84
Plan Compared to S.PIC.2800.100 HSA Plan	 -\$14,466.02 -\$14,713.75 -\$14,961.48	 -\$4,788.55 -\$5,087.68 -\$5,386.80	 \$1,160.71 \$1,233.22 \$1,305.72	

Total yearly premium costs for employees and their dependents under each plan without an H.S.A. Contribution.

	S.PIC. 2500.60.50 Comp	S.PIC. 2000.80.HSA Comp	S.PIC.2000.100.HSA. Comp	S.PIC.2800.100.HSA Comp
80%	\$40,336.15	\$39,513.62	\$45,462.89	\$44,302.18
90%	\$42,855.76	\$41,981.83	\$48,302.72	\$47,069.51
100%	\$45,375.36	\$44,450.04	\$51,142.56	\$49,836.84
Plan Compared to S.PIC.2800.100 HSA Plan	 -\$3,966.02 -\$4,213.75 -\$4,461.48	 -\$4,788.55 -\$5,087.68 -\$5,386.80	 \$1,160.71 \$1,233.22 \$1,305.72	

Dental Insurance Premiums

2018:

Last year's total premiums for employees was about \$2,400 without dependent coverage.

2019:

Premium costs will stay the same at 2018.

The cost of coverage to cover the current employees and their dependents would range from an additional:

- \$1,363.20 (100% employee/80% dependent)
- \$1,533.60 (100% employee/90% dependent)
- \$1,804.00 (100% employee/100% dependent).

The total cost to cover all 4 full-time employees and their dependents for 2019 would (depending on coverage percentage) would impact the budget between the range of \$3,762.30 - \$4,104.00.

Life Insurance

Would stay the same at \$15,000 coverage at \$3.00 per month for each employee. \$144.00 per year for the City.

Employee can elect additional coverage.

Long Term and Short Term Disability Insurance

The City has not offered Long Term or Short Term Disability in the past.

For about \$40 per month, the cost for LTD AND STD would cover all 4 employees for a total of \$1,920.00 for the City.

Different Possibilities

Total Cost Impact:

Total Costs: With H.S.A. Contribution (\$3,000 family, \$1,500 individual)

	CURRENT:	PROPOSED OPTIONS:		
LIFE INSURANCE -	\$144.00	\$144.00	\$144.00	\$144.00
LONG TERM AND SHORT TERM DISABILITY-	-	\$1,920.00	\$1,920.00	\$1,920.00
DENTAL – 80%, 90%, 100%	\$2,400.00	\$3,762.30	\$3,933.60	\$4,104.00
HEALTH – 80%, 90%, 100%	\$38,400.00	\$55,200.00	\$58,000.00	\$60,500.00
TOTAL	\$40,944.00	\$59,298.30	\$63,997.60	\$66,668.00
		+44.8%	+56.0%	+63.0%

Total Costs: 80% ALL, 90% ALL With H.S.A. Contribution

	CURRENT	PROPOSED OPTIONS	
LIFE INSURANCE	\$144.00	\$144.00	\$144.00
LONG TERM & SHORT TERM DISABILITY	\$0.00	\$1,920.00	\$1,920.00
DENTAL - 80% ALL, 90% ALL	\$2,400.00	\$3,283.20	\$3,763.20
HEALTH - 80% ALL, 90% ALL	\$38,400.00	\$52,469.52	\$57,453.12
	\$40,944.00	\$57,816.72	\$63,280.32
		41.21%	54.55%

Total Costs: Without H.S.A. Contribution

	CURRENT	PROPOSED OPTIONS		
LIFE INSURANCE	\$144.00	\$144.00	\$144.00	\$144.00
LONG TERM & SHORT TERM DISABILITY	\$0.00	\$1,920.00	\$1,920.00	\$1,920.00
DENTAL - 80%, 90%, 100%	\$2,400.00	\$3,762.30	\$3,933.60	\$4,104.00
HEALTH - 80%, 90%, 100%	\$38,400.00	\$44,302.18	\$47,069.51	\$49,836.84
	\$40,944.00	\$50,128.48	\$53,067.11	\$56,004.84
		22.43%	29.61%	36.78%

Total Costs: With HALF H.S.A. Contribution (\$1,500 Family, \$750 Individual)

	CURRENT	PROPOSED OPTIONS		
LIFE INSURANCE	\$144.00	\$144.00	\$144.00	\$144.00
LONG TERM & SHORT TERM DISABILITY	\$0.00	\$1,920.00	\$1,920.00	\$1,920.00
DENTAL - 80%, 90%, 100%	\$2,400.00	\$3,762.30	\$3,933.60	\$4,104.00
HEALTH - 80%, 90%, 100%	\$38,400.00	\$50,602.18	\$53,369.51	\$56,136.84
	<hr/>	<hr/>	<hr/>	<hr/>
	\$40,944.00	\$56,428.48	\$59,367.11	\$62,304.84
		37.82%	45.00%	52.17%

CITY OF MAYER
RESOLUTION 10-22-18-38
BENEFITS

WHEREAS, the City of Mayer provides benefits to qualified employees in the form of paid leave and/or insurance coverage.

WHEREAS, the personnel policy of the City of Mayer states that the city will contribute a monthly amount toward group health, dental and life insurance benefits for each employee and his/her dependents.

WHEREAS, the City currently offers health insurance, dental insurance and life insurance (up to \$15,000).

WHEREAS, the current contribution is \$800.00 per month per employee and their family.

WHEREAS, the difference between the actual cost of the coverage and the City's contribution is deducted from the employee's paycheck.

WHEREAS, the City of Mayer will continue to offer life insurance and pay 100% for the first \$15,000. The employee has the ability to pay for anything above the \$15,000.

WHEREAS, the City of Mayer will add Short-Term Disability and Long-Term Disability coverage to qualified employees and cover the premium 100%.

WHEREAS, the City of Mayer will switch to a High Deductible Health Insurance Plan with a Health Saving Account of which the City will pay 100% of the premium for employees and ___% for family. The City of Mayer will also contribute a yearly determined contribution towards the employee's H.S.A.

WHEREAS, the City of Mayer will select a Dental Plan in which the City will pay 100% of the premium for the employee and ___% of the premium for family.

NOW THEREFORE BE IT RESOLVED, that the City of Mayer City Council approves the changes to benefits offered to City Employees.

Adopted by the City Council of the City of Mayer, Minnesota, this 22nd day of October, 2018.

Mike Dodge, Mayor

Margaret McCallum, City Administrator

Water, Sewer and Stormwater Rate Study

City of Mayer
Mayer, Minnesota

October 8, 2018

Draft

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
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October 8, 2018

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INTRODUCTORY SECTION

CITY OF MAYER
MAYER, MINNESOTA

Draft

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

I. Introduction

The City of Mayer, Minnesota (the City) owns and operates Water, Sewer and Stormwater utilities. The table below summarizes the Water service and average usage by the Residential, Senior Residents, Multi-Residential and Commercial customer classes. Sewer is billed based on water usage and Stormwater is a flat monthly rate.

AVERAGE NO. OF CUSTOMERS BY USAGE

CUSTOMER CLASS: Residential

SERVICE: Water

Water Usage (Gallons)	High Use Month	Low Use Month	Moderate Use Month 1	Moderate Use Month 2	Total # of Cusomters in Usage Level	Avg # of Customers in Usage Level	Customer % of Total	Avg Use	Avg Total Water Use	Use % of Total		
0	1,000	121	137	121	127	506	127	16.60%	500	63,500	2.47%	
1,001	2,000	111	126	106	121	464	116	15.16%	1,500	174,000	6.76%	
2,001	3,000	128	163	143	142	576	144	18.82%	2,500	360,000	13.98%	
3,001	4,000	129	164	135	142	570	143	18.69%	3,500	500,500	19.44%	
4,001	5,000	99	73	101	98	371	93	12.16%	4,500	418,500	16.25%	
5,001	6,000	70	54	69	64	257	64	8.37%	5,500	352,000	13.67%	
6,001	7,000	49	27	48	38	162	41	5.36%	6,500	266,500	10.35%	
7,001	8,000	12	10	18	12	52	13	1.70%	7,500	97,500	3.79%	
8,001	9,000	12	4	7	7	30	8	1.05%	8,500	68,000	2.64%	
9,001	10,000	11	1	4	4	20	5	0.65%	9,500	47,500	1.84%	
10,001	11,000	7	0	1	1	9	2	0.26%	10,500	21,000	0.82%	
11,001	12,000	1	0	2	1	4	1	0.13%	11,500	11,500	0.45%	
12,001	13,000	0	1	2	1	4	1	0.13%	12,500	12,500	0.49%	
13,001	14,000	6	0	0	0	6	2	0.26%	13,500	27,000	1.05%	
14,001	15,000	1	0	0	0	1	0	0.00%	14,500	-	0.00%	
Over	15,000	6	3	6	5	20	5	0.65%	31,050	155,250	6.03%	
							765	100.00%			2,575,250	100.00%

AVERAGE NO. OF CUSTOMERS BY USAGE

CUSTOMER CLASS: Senior Residents

SERVICE: Water

Water Usage (Gallons)	High Use Month	Low Use Month	Moderate Use Month 1	Moderate Use Month 2	Total # of Cusomters in Usage Level	Avg # of Customers in Usage Level	Customer % of Total	Avg Use	Avg Total Water Use	Use % of Total		
-	1,000	2	4	1	4	11	3	30.00%	500	1,500	8.33%	
1,001	2,000	2	3	4	2	11	3	30.00%	1,500	4,500	25.00%	
2,001	3,000	3	2	2	1	8	2	20.00%	2,500	5,000	27.78%	
3,001	4,000	1	1	2	2	6	2	20.00%	3,500	7,000	38.89%	
4,001	5,000	1	0	0	0	1	0	0.00%	4,500	-	0.00%	
5,001	6,000	0	0	0	1	1	0	0.00%	5,500	-	0.00%	
6,001	7,000	1	0	0	0	1	0	0.00%	6,500	-	0.00%	
7,001	8,000	0	0	0	0	0	0	0.00%	7,500	-	0.00%	
8,001	9,000	0	0	1	0	1	0	0.00%	8,500	-	0.00%	
9,001	10,000	0	0	0	0	0	0	0.00%	9,500	-	0.00%	
10,001	11,000	0	0	0	0	0	0	0.00%	10,500	-	0.00%	
11,001	12,000	0	0	0	0	0	0	0.00%	11,500	-	0.00%	
12,001	13,000	0	0	0	0	0	0	0.00%	12,500	-	0.00%	
13,001	14,000	0	0	0	0	0	0	0.00%	13,500	-	0.00%	
14,001	15,000	0	0	0	0	0	0	0.00%	14,500	-	0.00%	
Over	15,000	0	0	0	0	0	0	0.00%	-	-	0.00%	
							10	100.00%			18,000	100.00%

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

I. Introduction (Continued)

AVERAGE NO. OF CUSTOMERS BY USAGE

CUSTOMER CLASS: Multi Residential

SERVICE: Water

Water Usage (Gallons)	High Use Month	Low Use Month	Moderate Use Month 1	Moderate Use Month 2	Total # of Cusomters in Usage Level	Avg # of Customers in Usage Level	Customer % of Total	Avg Use	Avg Total Water Use	Use % of Total
-	1,000	0	0	0	0	0	0.00%	500	-	0.00%
1,001	2,000	4	4	0	0	8	14.29%	1,500	3,000	9.09%
2,001	3,000	10	10	14	14	48	85.71%	2,500	30,000	90.91%
3,001	4,000	0	0	0	0	0	0.00%	3,500	-	0.00%
4,001	5,000	0	0	0	0	0	0.00%	4,500	-	0.00%
5,001	6,000	0	0	0	0	0	0.00%	5,500	-	0.00%
6,001	7,000	0	0	0	0	0	0.00%	6,500	-	0.00%
7,001	8,000	0	0	0	0	0	0.00%	7,500	-	0.00%
8,001	9,000	0	0	0	0	0	0.00%	8,500	-	0.00%
9,001	10,000	0	0	0	0	0	0.00%	9,500	-	0.00%
10,001	11,000	0	0	0	0	0	0.00%	10,500	-	0.00%
11,001	12,000	0	0	0	0	0	0.00%	11,500	-	0.00%
12,001	13,000	0	0	0	0	0	0.00%	12,500	-	0.00%
13,001	14,000	0	0	0	0	0	0.00%	13,500	-	0.00%
14,001	15,000	0	0	0	0	0	0.00%	14,500	-	0.00%
Over	15,000	0	0	0	0	0	0.00%	-	-	0.00%
14							100.00%		33,000	100.00%

AVERAGE NO. OF CUSTOMERS BY USAGE

CUSTOMER CLASS: Commercial

SERVICE: Water

Water Usage (Gallons)	High Use Month	Low Use Month	Moderate Use Month 1	Moderate Use Month 2	Total # of Cusomters in Usage Level	Avg # of Customers in Usage Level	Customer % of Total	Avg Use	Avg Total Water Use	Use % of Total
-	1,000	25	24	26	26	101	71.43%	500	12,500	8.86%
1,001	2,000	3	4	2	3	12	8.57%	1,500	4,500	3.19%
2,001	3,000	3	2	2	1	8	5.71%	2,500	5,000	3.54%
3,001	4,000	0	0	1	0	1	0.00%	3,500	-	0.00%
4,001	5,000	0	1	0	0	1	0.00%	4,500	-	0.00%
5,001	6,000	1	1	1	1	4	2.86%	5,500	5,500	3.90%
6,001	7,000	0	0	0	1	1	0.00%	6,500	-	0.00%
7,001	8,000	1	0	2	1	4	2.86%	7,500	7,500	5.31%
8,001	9,000	0	1	0	0	1	0.00%	8,500	-	0.00%
9,001	10,000	0	0	0	0	0	0.00%	9,500	-	0.00%
10,001	11,000	1	0	0	0	1	0.00%	10,500	-	0.00%
11,001	12,000	0	0	0	0	0	0.00%	11,500	-	0.00%
12,001	13,000	0	0	0	0	0	0.00%	12,500	-	0.00%
13,001	14,000	0	0	0	0	0	0.00%	13,500	-	0.00%
14,001	15,000	0	1	0	0	1	0.00%	14,500	-	0.00%
Over	15,000	3	3	3	4	13	8.57%	35,385	106,154	75.20%
35							100.00%		141,154	100.00%

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

I. Introduction (Continued)

This rate study analyzes the cash flows of the Water, Sewer and Stormwater utilities of the City. Sources and uses of cash are projected for the years ending December 31, 2018 to December 31, 2027. The study uses the current number and type of accounts to project future revenue at a suggested rate for each of the utility funds, each year.

Annual capital costs are projected separately for each of the funds for the projection period. The City has a Capital Improvement Plan (CIP) and a Surface Water Management Plan that go from 2018 to 2022, averages for that 5 year period were used to estimate capital spending from 2023 to 2028. The Surface Water Management Plan is dated June 28, 2018.

The financial projection is based on billings inflated from the current rate. Expense assumptions are outlined in the assumptions section on the following page and present, to the best of management's knowledge and belief, the City's expected results of cash flows for the projection period if such uses of cash occur. Accordingly, the projection reflects management's judgment, as of the date of this projection, of the expected conditions and the City's expected course of action if such usage and expense totals were attained. The presentation is designed to provide information to the City Council concerning recovery of expenses that might be achieved if rates were adjusted and should not be considered to be a presentation of expected future results. Accordingly, this projection may not be useful for other purposes. The assumptions disclosed herein are those that management believes are significant to the projection. Furthermore, there will usually be differences between projected and actual results, because events and circumstances frequently do not occur as expected and those differences may be material.

Draft

II. Assumptions

Water Fund

- The projection assumes fees are inflated 3% annually.
- Operating expense inflation is assumed to be 3%.
- New connections are estimated at 35 new residential connections annually. Connection fee revenue assumes a 3% annual inflation increase.
- Planned acquisition of capital assets is taken from the City CIP. Major purchases are offset with bond proceeds and future debt payments.
- **Target cash reserve will be set at 100% of following year's debt service and 50% of following years operating expenses. Based on the current state, the cash balance will not be sufficient to meet the target and operating cash will not generate enough surplus to cover the following year's debt service and operating expenses. Scenario 2 creates positive cash flow sufficient to hit the targeted cash balance.**

Sewer Fund

- The projection assumes fees are inflated 3% annually.
- Operating expense inflation is assumed to be 3%.
- New connections are estimated at 35 new residential connections annually. Connection fee revenue assumes a 3% annual inflation increase.
- Planned acquisition of capital assets is taken from the City CIP. Major purchases are offset with bond proceeds and future debt payments. The average calculated and used as an estimate for years 2023 through 2027 does not include the Waste Water Treatment expansion project of \$3,000,000 in 2021.
- Property tax levy of \$273,000 in 2017 is continued but decreased by \$10,000 annually.
- **Target cash reserve will be set at 100% of following year's debt service and 50% of following years operating expenses. Based on the assumptions above, the cash balance will exceed the target and operating cash will generate enough surplus to cover the following year's debt service and operating expenses.**

Stormwater Fund

- Both scenarios assume fees are inflated at least 3% annually. Scenario 2 assumes additional increases to the rates are applied over several periods. The initial increase is consistent with the Surface Water Management Plan is dated June 28, 2018.
- Operating expense inflation is assumed to be 3%.
- Planned acquisition of capital assets is taken from the City CIP plan. No purchases are assumed to be offset with bond proceeds and future debt payments.
- **Target cash reserve will be set at 100% of following year's debt service and 50% of following years operating expenses. Based on the assumptions above, the cash balance will exceed the target and operating cash will generate enough surplus to cover the following year's debt service and operating expenses.**

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

II. Assumptions (Continued)

A schedule of the planned capital projects are listed below.

The assumption is that the City will be doing these projects at some point during the projection period.

Water	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Well no. 3	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
* Additional Water Treatment 500 gal	-	-	-	-	100,000	-	-	-	-	-
* Water Tower	-	-	-	-	1,200,000	-	-	-	-	-
Total Water Fund Capital	\$ -	\$ -	\$ -	\$ 400,000	\$ 1,300,000	\$ -				
Average annual cost over a 5 year period	\$ 340,000									
*Bonding										

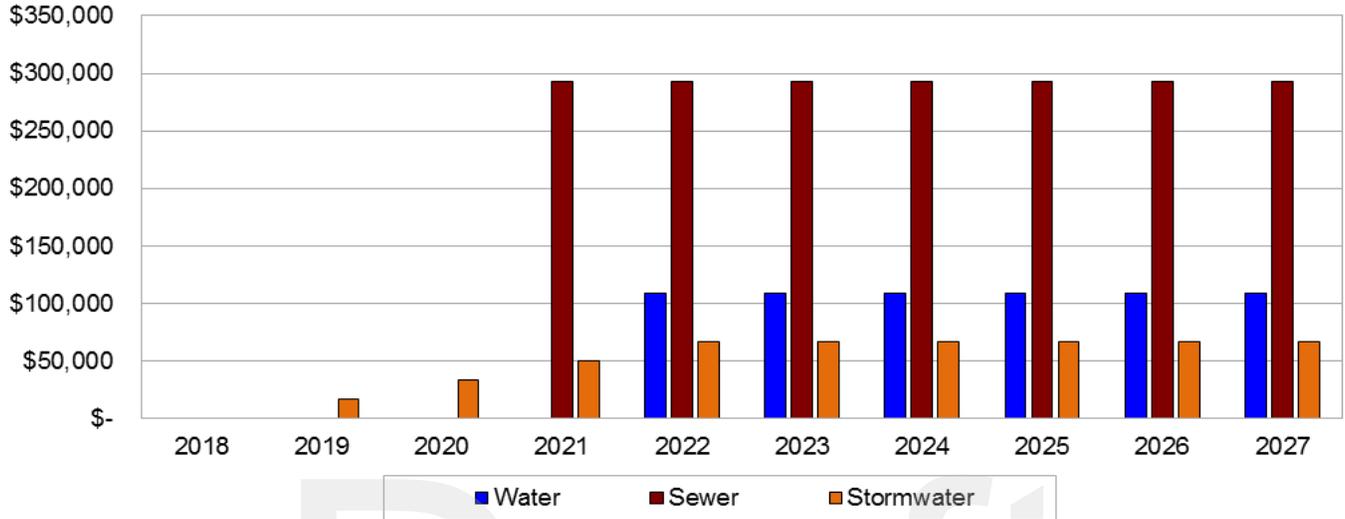
Sewer	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Annual budgeted amount	\$ 87,000	\$ 87,000	\$ 87,000	\$ 87,000	\$ 87,000	\$ -	\$ -	\$ -	\$ -	\$ -
Slip Lining 2018	60,000	-	-	-	-	-	-	-	-	-
Slip Lining 2019	-	60,000	-	-	-	-	-	-	-	-
Enlargement of the Main	-	-	-	100,000	-	-	-	-	-	-
* WWTF -Expansion	-	-	-	3,000,000	-	-	-	-	-	-
Lift Station 4	-	-	-	250,000	-	-	-	-	-	-
Expansion of Lift Station 2	-	-	-	-	75,000	-	-	-	-	-
Lift Station 3	-	-	-	-	250,000	-	-	-	-	-
Total Sewer Fund Capital	\$ 147,000	\$ 147,000	\$ 87,000	\$ 3,437,000	\$ 412,000	\$ -				
Average annual cost over a 5 year period (excludes WWTF-Expansion)	\$ 246,000									
*Bonding										

Stormwater	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Storm Water 2018	\$ 52,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Water 2019	-	73,000	-	-	-	-	-	-	-	-
Storm Water 2020	-	-	73,000	-	-	-	-	-	-	-
Storm Water 2021	-	-	-	73,000	-	-	-	-	-	-
Storm Water 2022	-	-	-	-	73,000	-	-	-	-	-
Total Sewer Fund Capital	\$ 52,500	\$ 73,000	\$ 73,000	\$ 73,000	\$ 73,000	\$ -				
Average annual cost over a 5 year period	\$ 68,900									
*Bonding										

II. Assumptions (Continued)

A summary of the total future debt service associated with the planned capital projects is presented below.

Future Debt Service (Principal and Interest) Summary by Fund



Draft

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

II. Assumptions (Continued)

A schedule of the projected new connections, developer charges and additional revenues from billing is presented below.

CONNECTION CHARGES										
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Annual Increase in Users										
New Connections - Residential	35	35	35	35	35	35	35	35	35	35
New Connections - Commercial	-	-	-	-	-	-	-	-	-	-
Population	2,127	2,162	2,197	2,232	2,267	2,302	2,337	2,372	2,407	2,442
Connection Charges										
Water Connection Charge	\$ 4,500	\$ 4,640	\$ 4,780	\$ 4,920	\$ 5,070	\$ 5,220	\$ 5,380	\$ 5,540	\$ 5,710	\$ 5,880
Sewer Connection Charge	4,500	4,640	4,780	4,920	5,070	5,220	5,380	5,540	5,710	5,880
Connection Revenue - Residential										
Water Connection Charge	\$ 157,500	\$ 162,400	\$ 167,300	\$ 172,200	\$ 177,450	\$ 182,700	\$ 188,300	\$ 193,900	\$ 199,850	\$ 205,800
Sewer Connection Charge	157,500	162,400	167,300	172,200	177,450	182,700	188,300	193,900	199,850	205,800
ADDITIONAL BILLING REVENUE										
Annual Increase in Users										
Cumulative increase in connections	35	70	105	140	175	210	245	280	315	350
Water Billing Revenue - Residential										
Monthly bill based on 3,500 gallons	\$ 30.26	\$ 31.16	\$ 32.10	\$ 33.06	\$ 34.05	\$ 35.07	\$ 36.13	\$ 37.21	\$ 38.33	\$ 39.48
Annual revenue - Water	12,707	26,177	40,443	55,542	71,510	88,386	106,211	125,025	144,873	165,799
Sewer Billing Revenue - Residential										
Monthly bill based on 3,500 gallons	\$ 45.36	\$ 46.72	\$ 48.12	\$ 49.57	\$ 51.05	\$ 52.58	\$ 54.16	\$ 55.79	\$ 57.46	\$ 59.18
Annual revenue - Sewer	19,051	39,245	60,634	83,271	107,211	132,513	159,237	187,445	217,201	248,575
Storm Billing Revenue - Residential										
Monthly bill 3% increase	\$ 2.00	\$ 2.06	\$ 2.12	\$ 2.19	\$ 2.25	\$ 2.32	\$ 2.39	\$ 2.46	\$ 2.53	\$ 2.61
Annual revenue - Storm 3% increase	840	1,730	2,673	3,672	4,727	5,843	7,021	8,265	9,577	10,960
Monthly bill - Scenario 2	\$ 2.00	\$ 4.00	\$ 5.60	\$ 7.00	\$ 8.75	\$ 10.94	\$ 11.27	\$ 11.60	\$ 11.95	\$ 12.31
Annual revenue - Storm - Scenario 2	840	3,360	7,056	11,760	18,375	27,563	33,121	38,988	45,177	51,703
DEVELOPER AREA CHARGES										
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Annual Developed Acreage										
New development - Residential	6	6	6	6	6	6	6	6	6	6
New development - Commercial	-	-	-	-	-	-	-	-	-	-
New development - Industrial	-	-	-	-	-	-	-	-	-	-
Area Charges										
Water Area Charge	\$ 2,350	\$ 2,421	\$ 2,493	\$ 2,568	\$ 2,645	\$ 2,724	\$ 2,806	\$ 2,890	\$ 2,977	\$ 3,066
Sewer Area Charge	2,350	2,421	2,493	2,568	2,645	2,724	2,806	2,890	2,977	3,066
Residential Storm Sewer Charge	2,650	2,730	2,811	2,896	2,983	3,072	3,164	3,259	3,357	3,458
Commercial Storm Sewer Charge	2,900	2,987	3,077	3,169	3,264	3,362	3,463	3,567	3,674	3,784
Industrial Storm Sewer Charge	3,200	3,296	3,395	3,497	3,602	3,710	3,821	3,936	4,054	4,175
Area Charge Revenue										
Water Area Charge	\$ 14,100	\$ 14,523	\$ 14,959	\$ 15,407	\$ 15,870	\$ 16,346	\$ 16,836	\$ 17,341	\$ 17,861	\$ 18,397
Sewer Area Charge	14,100	14,523	14,959	15,407	15,870	16,346	16,836	17,341	17,861	18,397
Residential Storm Sewer Charge	15,900	16,377	16,868	17,374	17,896	18,432	18,985	19,555	20,142	20,746
Commercial Storm Sewer Charge	-	-	-	-	-	-	-	-	-	-
Industrial Storm Sewer Charge	-	-	-	-	-	-	-	-	-	-
Total Storm Sewer Area Charge Revenue	15,900	16,377	16,868	17,374	17,896	18,432	18,985	19,555	20,142	20,746

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

III. Water, Sewer and Stormwater Rate Study

Water Utilities Operating Fund

Goal

- The Water fund will maintain a targeted cash balance sufficient to cover operations, capital and debt service. Targeted cash balance for the fund refers to the following years' debt service obligations well as 50 percent of estimated operating costs.

Rates

A summary of the current rates and proposed rates are listed below. Allowing for annual inflationary increase in rates will result in cash flows that will achieve the annual targets.

Rates Increased Over Several Periods

<u>Water - Residential</u>	Current	Proposed Rates								
		2019	2020	2021	2022	2023	2024	2025	2026	2027
Proposed increase on fixed rates		3%	3%	3%	3%	3%	3%	3%	3%	3%
Proposed increase on usage rates		3%	3%	3%	3%	3%	3%	3%	3%	3%
Monthly bill based on 3,500 gallons	\$ 30.26	\$ 31.16	\$ 32.10	\$ 33.06	\$ 34.05	\$ 35.07	\$ 36.13	\$ 37.21	\$ 38.33	\$ 39.48
Monthly \$ increase for a 3,500 gallon user		0.91	0.93	0.96	0.99	1.02	1.05	1.08	1.12	1.15
Annual \$ increase for an average 3,500 gallon user		10.89	11.22	11.56	11.90	12.26	12.63	13.01	13.40	13.80
Base Fee	\$ 11.88	\$ 12.24	\$ 12.60	\$ 12.98	\$ 13.37	\$ 13.77	\$ 14.19	\$ 14.61	\$ 15.05	\$ 15.50
Meter Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Usage Fee - Per 1,000 gallons</u>										
0 6,000	\$ 5.25	\$ 5.41	\$ 5.57	\$ 5.74	\$ 5.91	\$ 6.09	\$ 6.27	\$ 6.46	\$ 6.65	\$ 6.85
6,001 15,000	\$ 6.08	\$ 6.26	\$ 6.45	\$ 6.64	\$ 6.84	\$ 7.05	\$ 7.26	\$ 7.48	\$ 7.70	\$ 7.93
15,001 20,000	\$ 7.15	\$ 7.36	\$ 7.59	\$ 7.81	\$ 8.05	\$ 8.29	\$ 8.54	\$ 8.79	\$ 9.06	\$ 9.33
20,001 999,999,999	\$ 9.68	\$ 9.97	\$ 10.27	\$ 10.58	\$ 10.89	\$ 11.22	\$ 11.56	\$ 11.91	\$ 12.26	\$ 12.63

Rates Increased Over Several Periods

<u>Water - Commercial</u>	Current	Proposed Rates								
		2019	2020	2021	2022	2023	2024	2025	2026	2027
Proposed increase on fixed rates		3%	3%	3%	3%	3%	3%	3%	3%	3%
Proposed increase on usage rates		3%	3%	3%	3%	3%	3%	3%	3%	3%
Monthly bill based on 35,400 gallons	\$ 282.92	\$ 291.41	\$ 300.15	\$ 309.16	\$ 318.43	\$ 327.98	\$ 337.82	\$ 347.96	\$ 358.40	\$ 369.15
Monthly \$ increase for a 35,400 gallon user		8.49	8.74	9.00	9.27	9.55	9.84	10.13	10.44	10.75
Annual \$ increase for an average 35,400 gallon user		101.85	104.91	108.05	111.30	114.64	118.07	121.62	125.27	129.02
Base Fee	\$ 11.88	\$ 12.24	\$ 12.60	\$ 12.98	\$ 13.37	\$ 13.77	\$ 14.19	\$ 14.61	\$ 15.05	\$ 15.50
Meter Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Usage Fee - Per 1,000 gallons</u>										
0 6,000	\$ 5.25	\$ 5.41	\$ 5.57	\$ 5.74	\$ 5.91	\$ 6.09	\$ 6.27	\$ 6.46	\$ 6.65	\$ 6.85
6,001 15,000	\$ 6.08	\$ 6.26	\$ 6.45	\$ 6.64	\$ 6.84	\$ 7.05	\$ 7.26	\$ 7.48	\$ 7.70	\$ 7.93
15,001 20,000	\$ 7.15	\$ 7.36	\$ 7.59	\$ 7.81	\$ 8.05	\$ 8.29	\$ 8.54	\$ 8.79	\$ 9.06	\$ 9.33
20,001 999,999,999	\$ 9.68	\$ 9.97	\$ 10.27	\$ 10.58	\$ 10.89	\$ 11.22	\$ 11.56	\$ 11.91	\$ 12.26	\$ 12.63

City of Mayer, Minnesota
 Water, Sewer and Stormwater Rate Study
 October 8, 2018

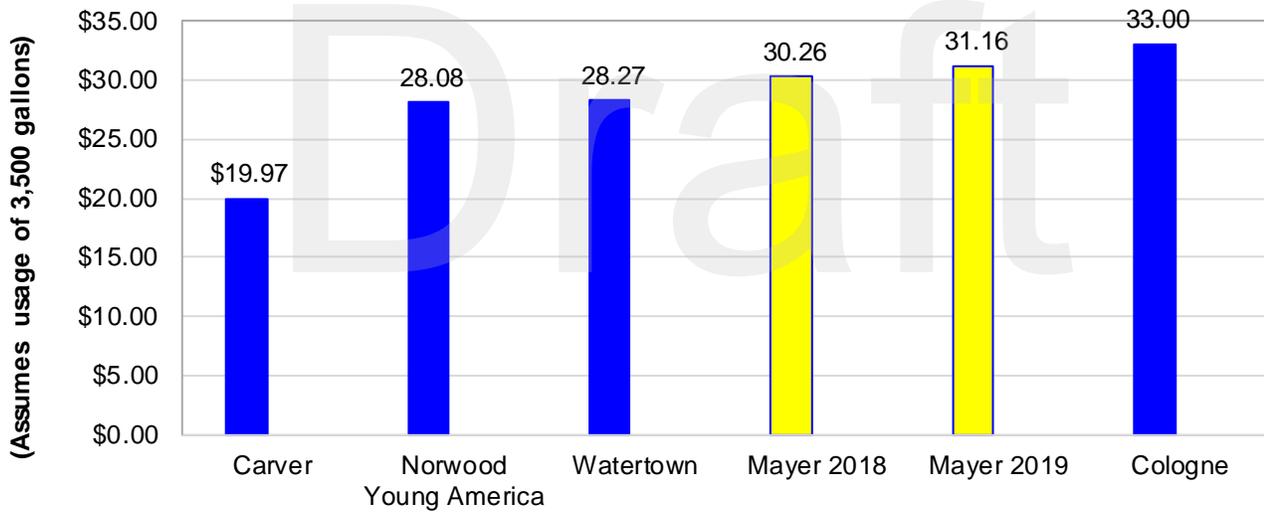
III. Water, Sewer and Stormwater Rate Study (Continued)

Water Utilities Operating Fund (Continued)

The table below summarizes comparable communities monthly Residential bill if average usage is 3,500 gallons. Currently, Mayer has Water rates in the middle of the comparable communities, annual inflation increase in the Water rates will allow Mayer's Water rates to remain within comparable range.

WATER	
<u>City</u>	<u>Monthly Bill (\$)</u>
Carver	\$ 19.97
Norwood Young America	28.08
Watertown	28.27
Mayer 2018	30.26
Mayer 2019	31.16
Cologne	33.00
Average Bill (w/o Mayer)	<u>\$ 27.33</u>

COMPARISON OF MONTHLY WATER BILLINGS



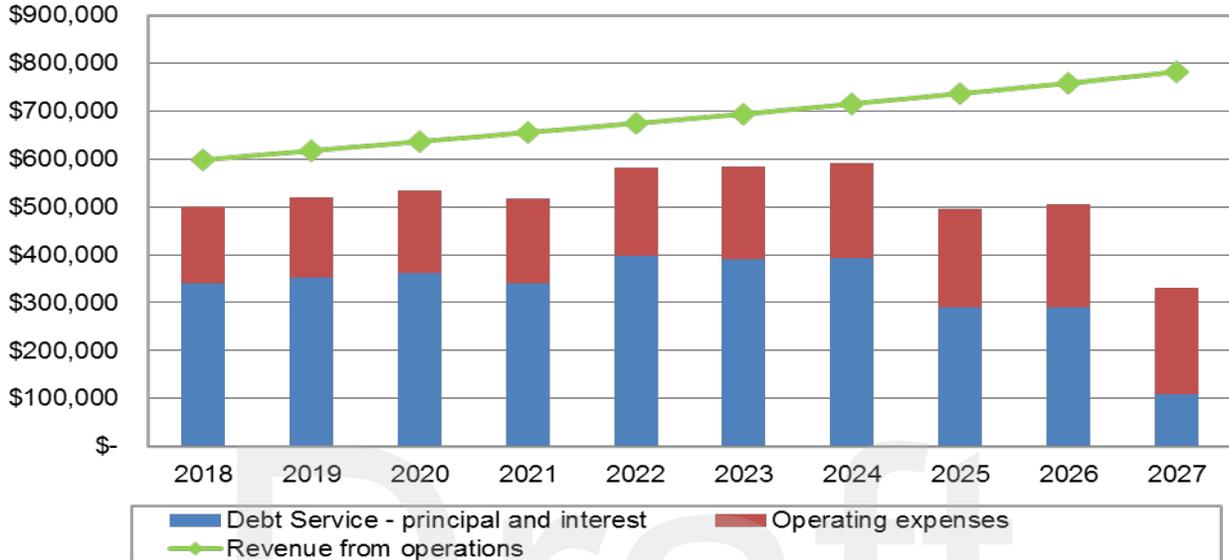
Average bill excluding Mayer is \$27.33

III. Water, Sewer and Stormwater Rate Study (Continued)

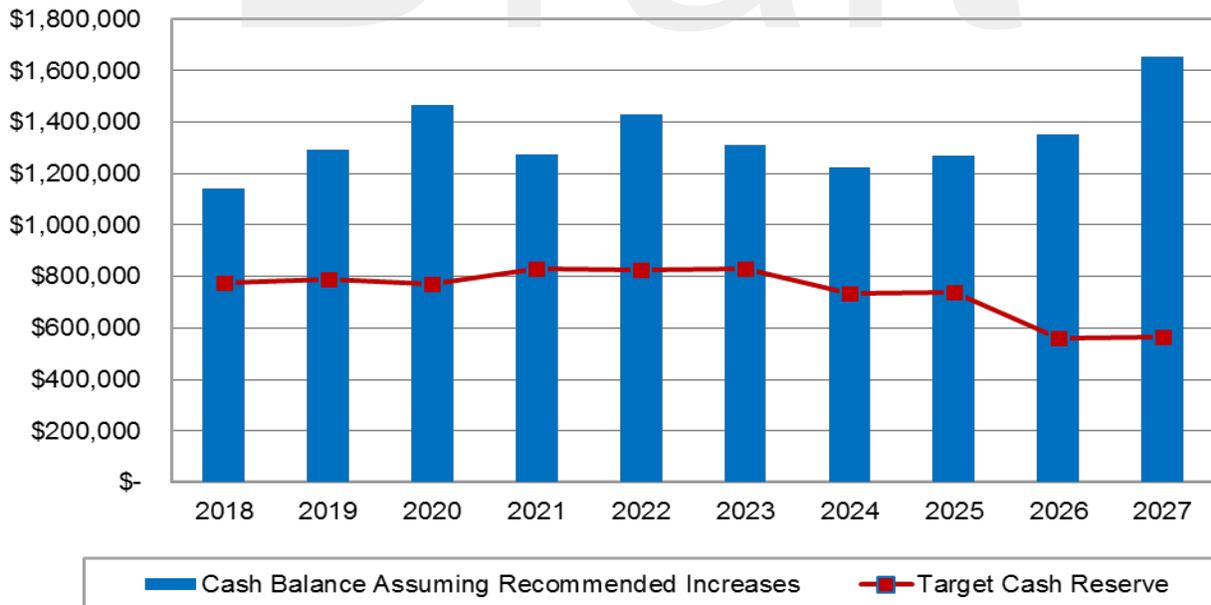
Water Utilities Operating Fund (Continued)

Current rates inflated at 3% annually with increase in billing revenues from estimated population increase

Revenue from 3% Rate Increase Compared with Debt and Operating Expense



Projected Ending Cash Balance Compared to Targeted Cash Reserve



Target Cash Reserve is lowest amount needed to fund operations. Excess above target would be used to future capital improvement needs above target.

As evidenced by the graphs above, the City's Water rates are sufficient to grow the existing cash balance if population increases are achieved as anticipated. Revenues are sufficient to cover operating expenses, debt and capital.

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

III. Water, Sewer and Stormwater Rate Study (Continued)

Sewer Utilities Operating Fund

Goal

- The Sewer Operating fund will maintain a sufficient working capital balance. Targeted cash balance for the fund refers to the following years' debt service obligations well as 50 percent of estimated operating costs.

Rates

A summary of the current rates and proposed rates are listed below. Allowing for rate increases over several periods as well as annual inflationary increases will result in cash flows that will achieve the annual targets in Scenario 2.

Rates Increased Over Several Periods

<u>Sewer - Residential</u>	Current	Proposed Rates								
		2019	2020	2021	2022	2023	2024	2025	2026	2027
Proposed increase on fixed rates		3%	3%	3%	3%	3%	3%	3%	3%	3%
Proposed increase on usage rates		3%	3%	3%	3%	3%	3%	3%	3%	3%
Monthly bill based on 3,500 gallons	\$ 45.36	\$ 46.72	\$ 48.12	\$ 49.57	\$ 51.05	\$ 52.58	\$ 54.16	\$ 55.79	\$ 57.46	\$ 59.18
Monthly \$ increase for a 3,500 gallon user		1.36	1.40	1.44	1.49	1.53	1.58	1.62	1.67	1.72
Annual \$ increase for an average 3,500 gallon user		16.33	16.82	17.32	17.84	18.38	18.93	19.50	20.08	20.69
Base Fee	\$ 19.46	\$ 20.04	\$ 20.65	\$ 21.26	\$ 21.90	\$ 22.56	\$ 23.24	\$ 23.93	\$ 24.65	\$ 25.39
Meter Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Usage Fee - Per 1,000 gallons</u>										
0 999,999,999	\$ 7.40	\$ 7.62	\$ 7.85	\$ 8.09	\$ 8.33	\$ 8.58	\$ 8.84	\$ 9.10	\$ 9.37	\$ 9.66

Rates Increased Over Several Periods

<u>Sewer - Commercial</u>	Current	Proposed Rates								
		2019	2020	2021	2022	2023	2024	2025	2026	2027
Proposed increase on fixed rates		3%	3%	3%	3%	3%	3%	3%	3%	3%
Proposed increase on usage rates		3%	3%	3%	3%	3%	3%	3%	3%	3%
Monthly bill based on 35,400 gallons	\$ 281.42	\$ 289.86	\$ 298.56	\$ 307.52	\$ 316.74	\$ 326.24	\$ 336.03	\$ 346.11	\$ 356.49	\$ 367.19
Monthly \$ increase for a 35,400 gallon user		8.44	8.70	8.96	9.23	9.50	9.79	10.08	10.38	10.69
Annual \$ increase for an average 35,400 gallon user		101.31	104.35	107.48	110.71	114.03	117.45	120.97	124.60	128.34
Base Fee	\$ 19.46	\$ 20.04	\$ 20.65	\$ 21.26	\$ 21.90	\$ 22.56	\$ 23.24	\$ 23.93	\$ 24.65	\$ 25.39
Meter Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Usage Fee - Per 1,000 gallons</u>										
0 999,999,999	\$ 7.40	\$ 7.62	\$ 7.85	\$ 8.09	\$ 8.33	\$ 8.58	\$ 8.84	\$ 9.10	\$ 9.37	\$ 9.66

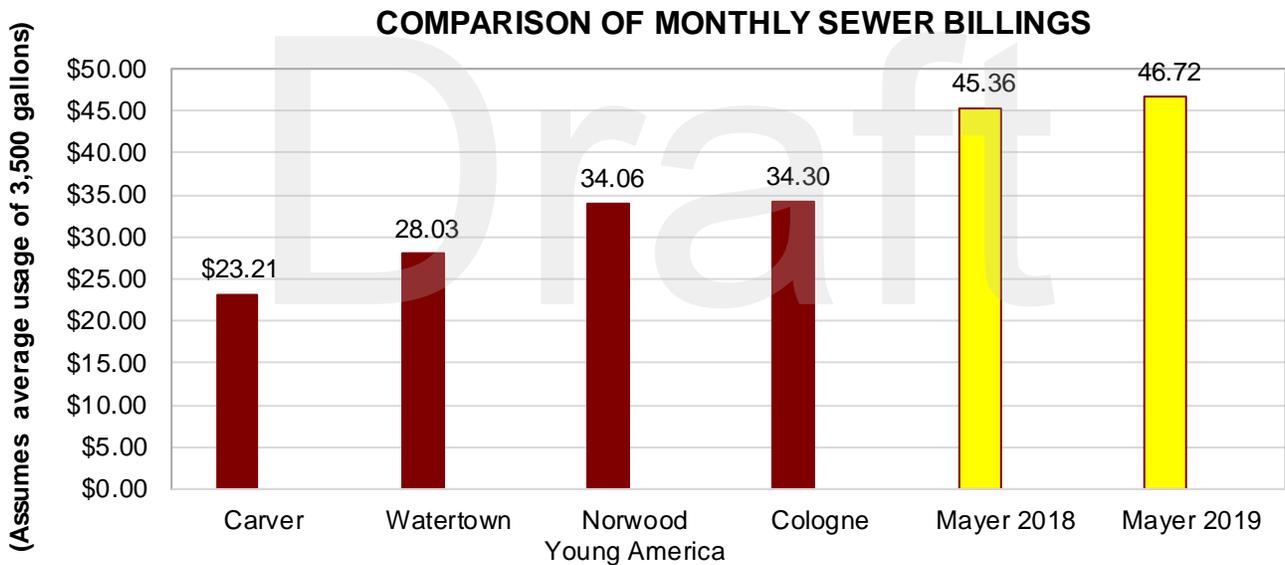
City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
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III. Water, Sewer and Stormwater Rate Study (Continued)

Sewer Utilities Operating Fund (Continued)

The table below summarizes comparable communities monthly Residential bill if average usage is 3,500 gallons. Currently, Mayer's Sewer rates are above average in comparison to the cities below. With the proposed rate increases in Scenario 2, Mayer's Sewer rates will be the highest of the comparison the cities below.

SEWER	
City	Monthly Bill (\$)
Carver	\$ 23.21
Watertown	28.03
Norwood Young America	34.06
Cologne	34.30
Mayer 2018	45.36
Mayer 2019	46.72
 Average Bill (w/o Mayer)	 \$ 29.90



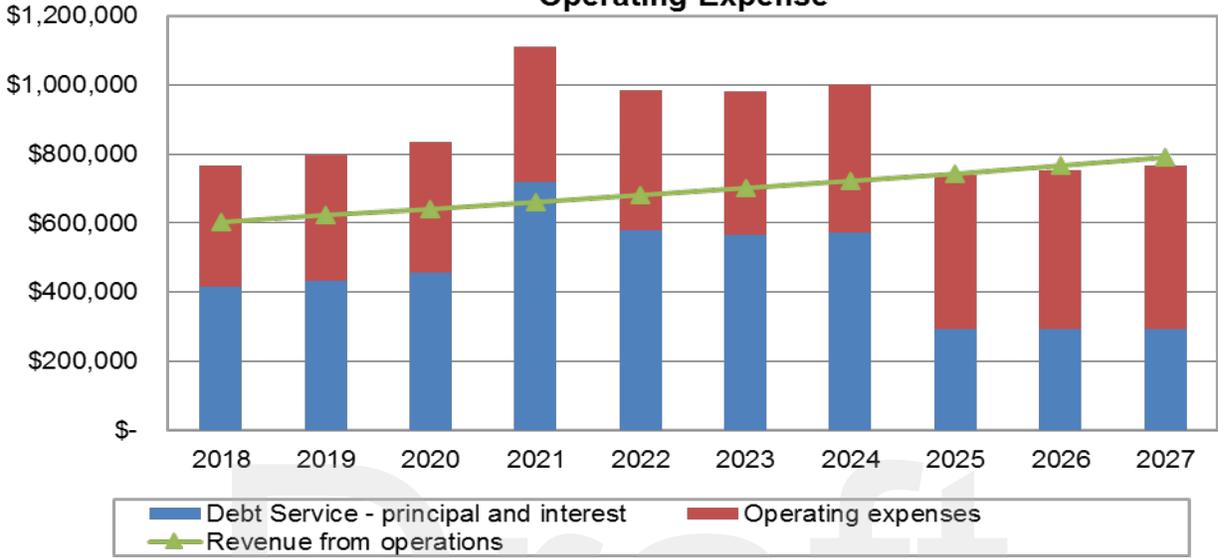
Average bill excluding Mayer is \$29.90

III. Water, Sewer and Stormwater Rate Study (Continued)

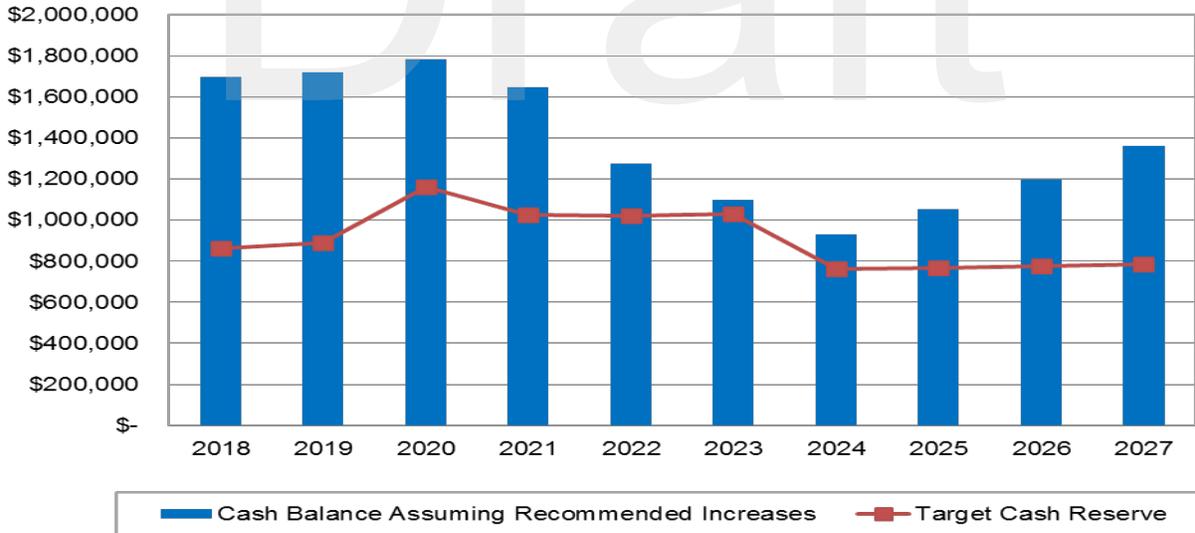
Sewer Utilities Operating Fund (Continued)

Current rates inflated at 3% annually with increase in billing revenues from estimated population increase

Revenue from 3% Rate Increase Compared with Debt and Operating Expense



Projected Ending Cash Balance Compared to Targeted Cash Reserve



Target Cash Reserve is lowest amount needed to fund operations. Excess above target would be used to future capital improvement needs above target.

Sewer Utilities Operating Fund

As evidenced by the graphs above, the City's current Sewer rates are not sufficient to sustain the existing cash balance. The connection fees and area charges are needed to fund necessary capital and continue payment on existing debt. Additionally the tax levy will still be necessary for the sewer bonds but because of the projected population increase, the amount can be reduced by \$20,000 per year from the 2019 levy. This is substantially less than the scheduled levy when the bonds were originally issued. With inflationary usage increases and population growth, revenues will increase over the years and achieve sufficient cash reserves over the life of the projection.

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

III. Water, Sewer and Stormwater Rate Study (Continued)

Stormwater Utilities Operating Fund

Goal

- The Stormwater fund will maintain a targeted cash balance sufficient to cover operations and debt service. Targeted cash balance for the fund refers to the following years' debt service obligations well as 50 percent of estimated operating costs.

Rates

A summary of the proposed rates are listed below. Allowing for rate increases over several periods as well as annual inflationary increases will result in cash flows that will achieve the annual targets in Scenario 2.

Rates Increased Over Several Periods

<u>Stormwater - Residential</u>	Current	Proposed Rates								
		2019	2020	2021	2022	2023	2024	2025	2026	2027
Proposed increase on fixed rates		100%	40%	25%	25%	25%	3%	3%	3%	3%
Monthly bill - Scenario 2	\$ 2.00	\$ 4.00	\$ 5.60	\$ 7.00	\$ 8.75	\$ 10.94	\$ 11.27	\$ 11.60	\$ 11.95	\$ 12.31
Monthly \$ increase		2.00	1.60	1.40	1.75	2.19	0.33	0.34	0.35	0.36
Annual \$ increase		24.00	19.20	16.80	21.00	26.25	3.94	4.06	4.18	4.30
Base Fee	\$ 2.00	\$ 4.00	\$ 5.60	\$ 7.00	\$ 8.75	\$ 10.94	\$ 11.27	\$ 11.60	\$ 11.95	\$ 12.31

Rates Increased Over Several Periods

<u>Stormwater - Commercial</u>	Current	Proposed Rates								
		2019	2020	2021	2022	2023	2024	2025	2026	2027
Proposed increase on fixed rates		100%	40%	25%	25%	25%	3%	3%	3%	3%
Monthly bill	\$ 6.00	\$ 12.00	\$ 16.80	\$ 21.00	\$ 26.25	\$ 32.81	\$ 33.80	\$ 34.81	\$ 35.86	\$ 36.93
Monthly \$ increase		6.00	4.80	4.20	5.25	6.56	0.98	1.01	1.04	1.08
Annual \$ increase		72.00	57.60	50.40	63.00	78.75	11.81	12.17	12.53	12.91
Base Fee	\$ 6.00	\$ 12.00	\$ 16.80	\$ 21.00	\$ 26.25	\$ 32.81	\$ 33.80	\$ 34.81	\$ 35.86	\$ 36.93

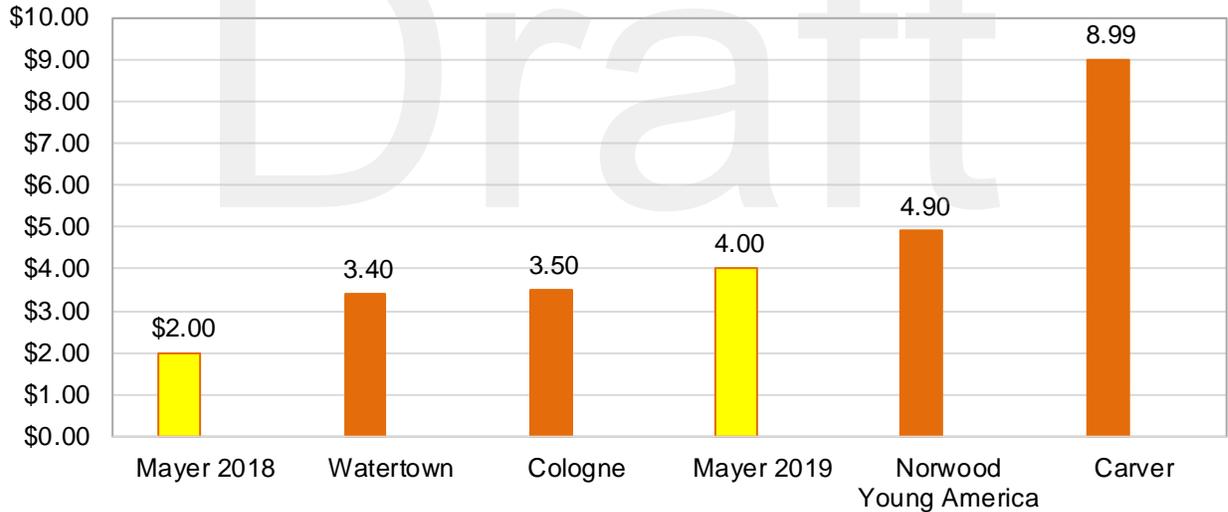
III. Water, Sewer and Stormwater Rate Study (Continued)

Stormwater Utilities Operating Fund (Continued)

The table below summarizes comparable communities monthly Residential Stormwater bill. Currently Mayer's Stormwater rates are below average and the lowest of the comparison cities below. With the proposed Stormwater rate increases in Scenario 2, Mayer's Stormwater rates will still be below average and in the middle range of the comparison the cities.

STORMWATER	
City	Monthly Bill (\$)
Mayer 2018	\$ 2.00
Watertown	3.40
Cologne	3.50
Mayer 2019	4.00
Norwood Young America	4.90
Carver	8.99
Average Bill (w/o Mayer)	<u>\$ 5.20</u>

COMPARISON OF MONTHLY STORMWATER BILLINGS

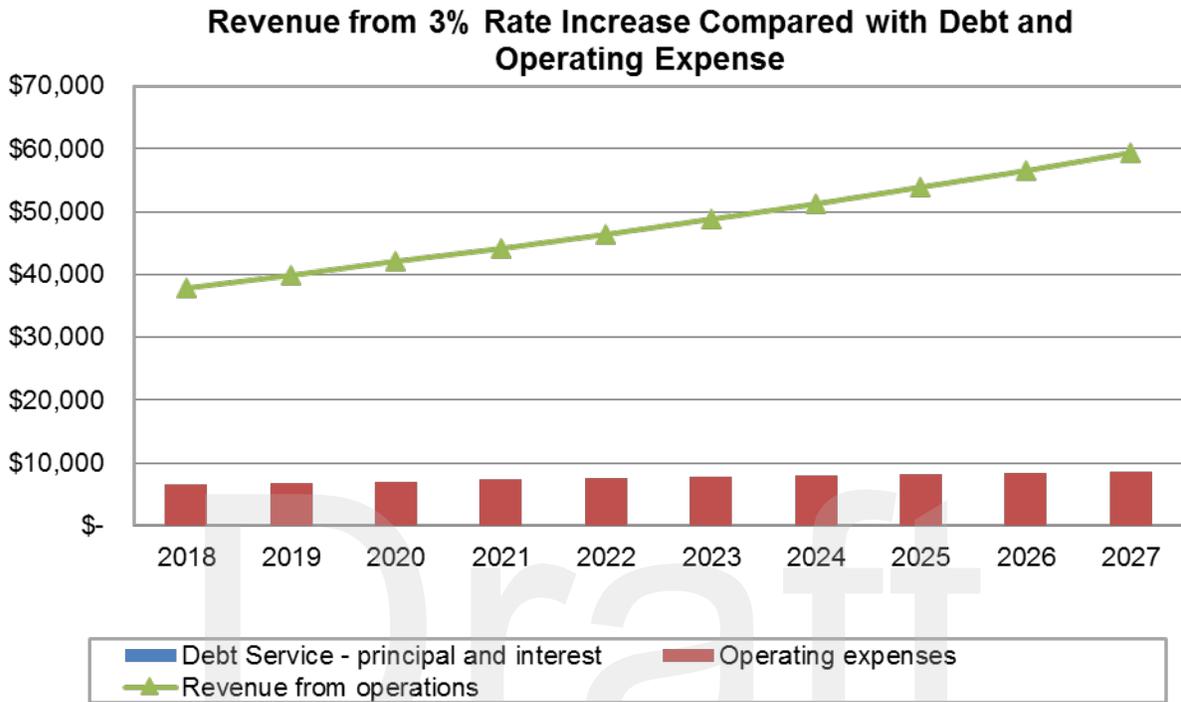


Average bill excluding Mayer is \$5.20

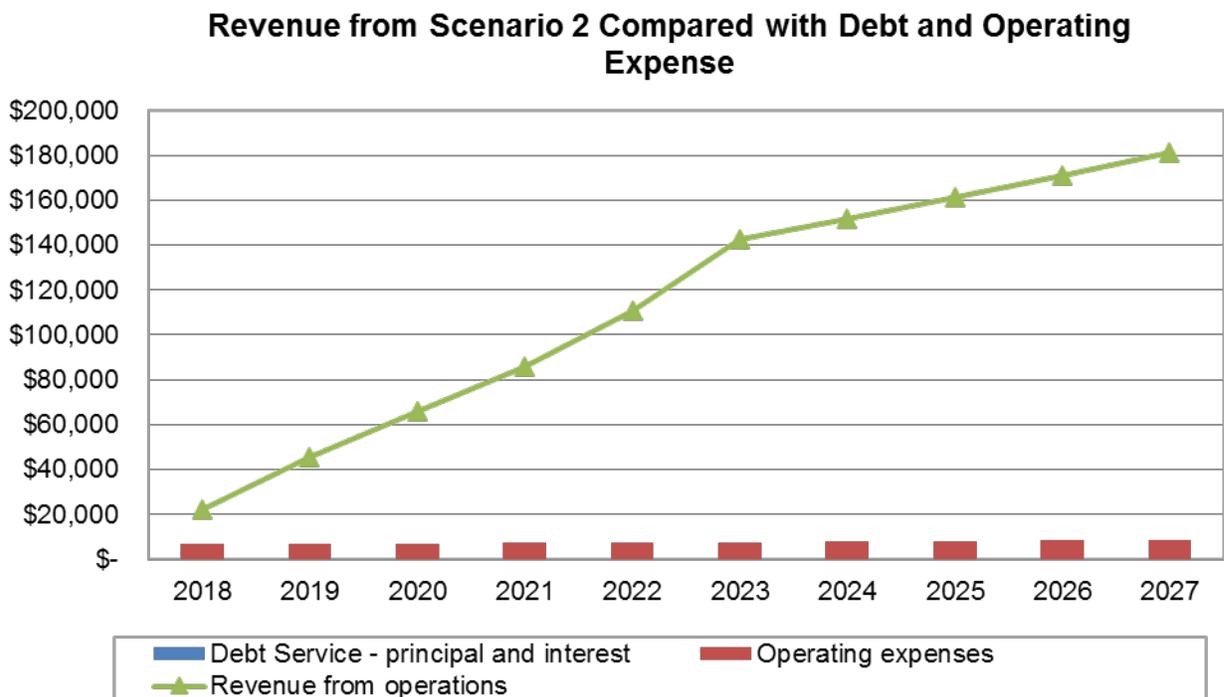
III. Water, Sewer and Stormwater Rate Study (Continued)

Stormwater Utilities Operating Fund (Continued)

Current rates inflated at 3% annually



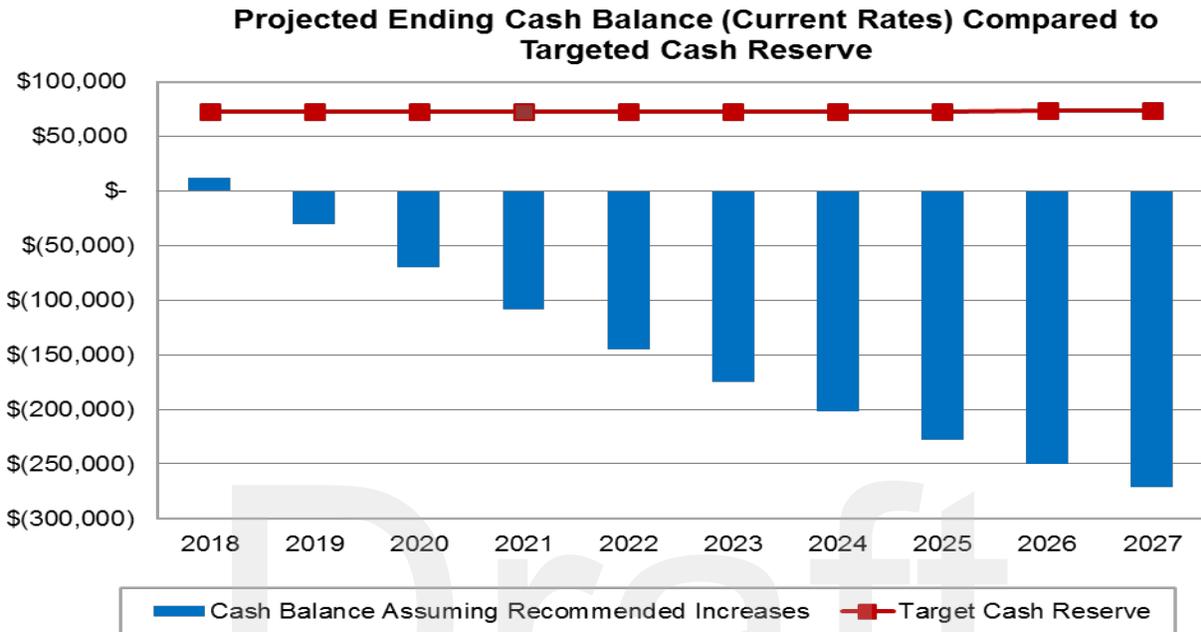
Scenario 2 - Increase in rates spread over several periods to achieve target



III. Water, Sewer and Stormwater Rate Study (Continued)

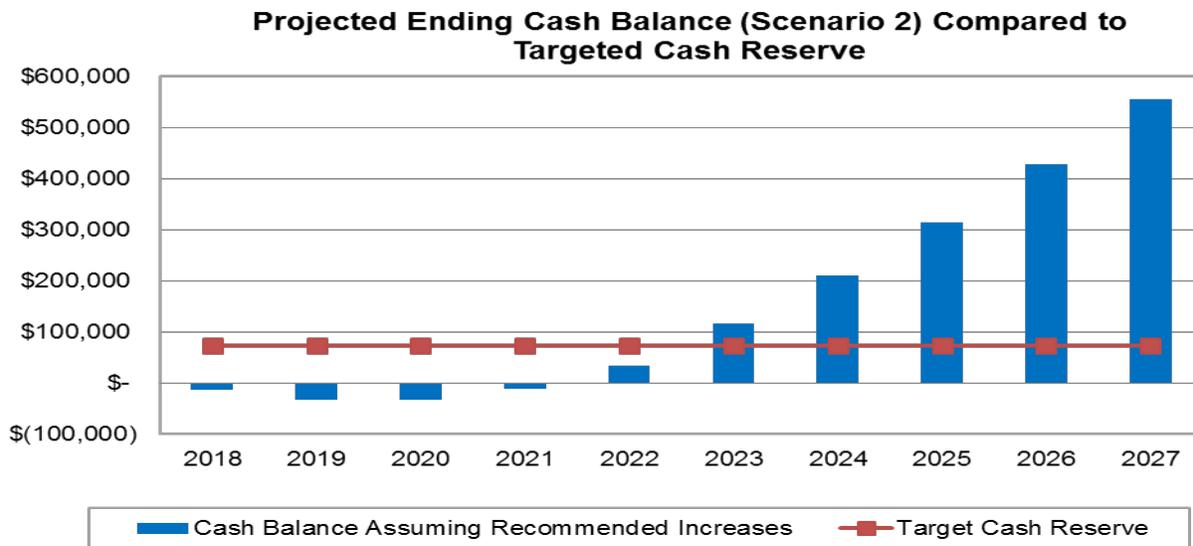
Stormwater Utilities Operating Fund (Continued)

Current rates inflated at 3% annually



Target Cash Reserve is lowest amount needed to fund operations. Excess above target would be used to future capital improvement needs above target.

Scenario 2 - Increase in rates spread over several periods to achieve target



Target Cash Reserve is lowest amount needed to fund operations. Excess above target would be used to future capital improvement needs above target.

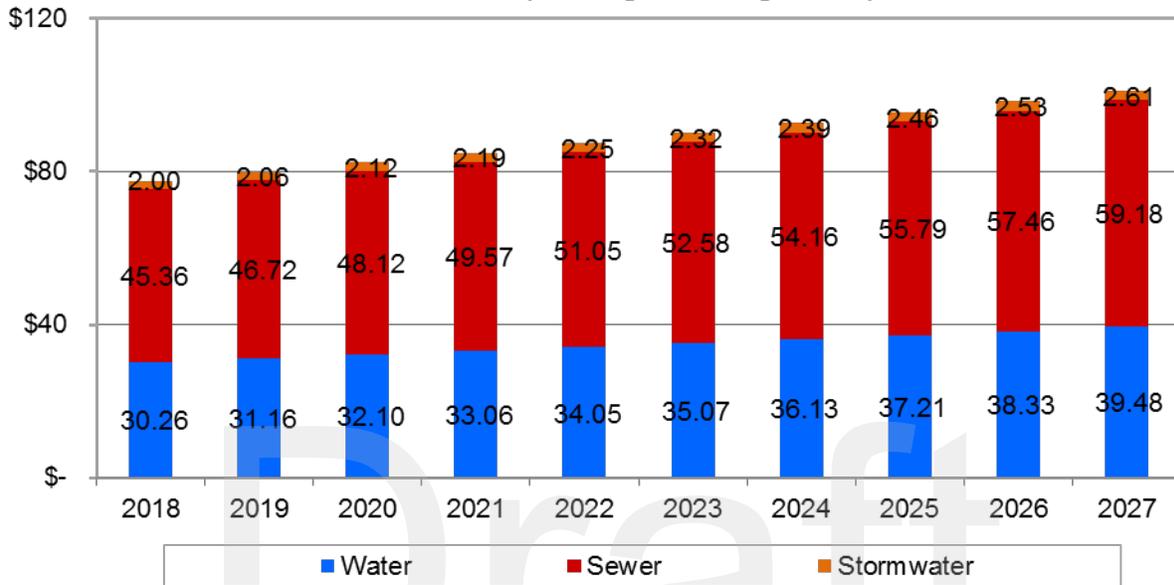
As evidenced by the graphs above, the City's Stormwater rates are insufficient to sustain the existing cash balance. Revenues are not sufficient to cover operating expenses, debt and capital. Scenario 2 rates achieve sufficient cash reserves over the life of the projection.

City of Mayer, Minnesota
Water, Sewer and Stormwater Rate Study
October 8, 2018

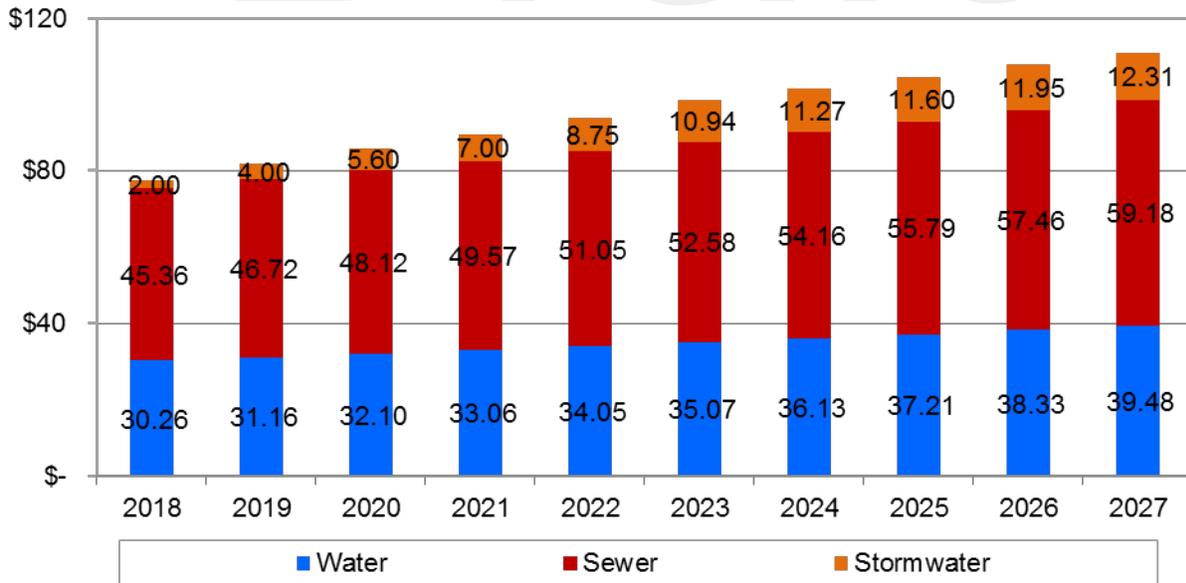
Summary

As evidenced in the discussions above, it appears the City's utility rates are competitive with similar communities. For Sewer and Stormwater an increase in rates will help the utilities achieve sufficient cash flows to meet the targets. For the Water utility, annual inflation increases will provide cash flows sufficient to meet the targets.

Projected Total Residential Monthly Utility Bill Under Current Rates (Average 3,500 gallons)



Projected Total Residential Monthly Utility Bill Under Scenario 2 (Average 3,500 gallons)



SUPPLEMENTARY INFORMATION

CITY OF MAYER
MAYER, MINNESOTA

Draft

City of Mayer, Minnesota
Water Fund
Schedule of Cash Flows - Rates Inflated 3%
For the Years Ending December 31, 2015 Through 2027

	RATE STUDY PROJECTIONS												
	Actual 2015	Actual 2016	Actual 2017	Estimated 2018	Estimated 2019	Estimated 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024	Estimated 2025	Estimated 2026	Estimated 2027
Projected Rate Increase					3%	3%	3%	3%	3%	3%	3%	3%	3%
Usage Rates					3%	3%	3%	3%	3%	3%	3%	3%	3%
Fixed					3%	3%	3%	3%	3%	3%	3%	3%	3%
Cash Flows from Operating Activities													
Overall % Increase		15.14%	25.03%	6.67%	6.26%	6.16%	6.07%	5.98%	5.89%	5.81%	5.74%	5.67%	5.60%
Receipts from customers and users	\$ 261,518	\$ 301,120	\$ 376,486	\$ 401,580	\$ 426,716	\$ 452,998	\$ 480,473	\$ 509,190	\$ 539,196	\$ 570,545	\$ 603,290	\$ 637,485	\$ 673,190
Other operating receipts	45,015	45,555	76,277	53,822	55,436	57,099	58,812	60,577	62,394	64,266	66,194	68,179	70,225
Payments to suppliers, contractors and other governments	(71,908)	(113,577)	(81,915)	(103,871)	(106,987)	(110,196)	(113,502)	(116,907)	(120,414)	(124,027)	(127,748)	(131,580)	(135,527)
Payments to employees	(16,155)	(41,085)	(46,616)	(56,244)	(59,056)	(62,009)	(65,109)	(68,365)	(71,783)	(75,372)	(79,141)	(83,098)	(87,253)
Net cash from operating activities	218,470	192,013	324,232	295,287	316,109	337,892	360,674	384,494	409,393	435,412	462,595	490,987	520,634
Cash Flows from Noncapital Financing Activities													
Special assessments received	550	1,420	2,050	-	-	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash from noncapital financing activities	550	1,420	2,050	-	-	-	-	-	-	-	-	-	-
Cash Flows from Capital and Related Financing Activities													
Acquisition of capital assets	(163,006)	-	-	-	-	-	(412,000)	(1,339,000)	(350,200)	(350,200)	(350,200)	(350,200)	(350,200)
Intergovernmental receipts	-	-	-	-	-	-	-	-	-	-	-	-	-
Property taxes received	-	-	-	-	-	-	-	-	-	-	-	-	-
Connection fees collected	114,236	169,816	213,207	157,500	162,399	167,298	172,197	177,446	182,695	188,294	193,893	199,842	205,791
Developer area charges	-	-	-	14,100	14,523	14,959	15,407	15,870	16,346	16,836	17,341	17,861	18,397
Proceeds of bonds issued, net of issuance costs	190,000	-	-	-	-	-	-	1,300,000	-	-	-	-	-
Proceeds of refunding bonds issued	-	-	777,880	-	-	-	-	-	-	-	-	-	-
Payment on refunding bonds	-	-	(777,600)	-	-	-	-	-	-	-	-	-	-
Principal paid on long-term debt	(231,400)	(239,450)	(265,550)	(276,300)	(296,100)	(313,600)	(301,400)	(328,397)	(332,144)	(342,703)	(249,379)	(255,670)	(81,029)
Interest paid on long-term debt	(90,230)	(79,944)	(86,167)	(64,165)	(56,079)	(47,392)	(38,028)	(68,138)	(58,901)	(49,451)	(39,625)	(33,712)	(27,868)
Net cash from capital and related financing activities	(180,400)	(149,578)	(138,230)	(168,865)	(175,257)	(178,735)	(563,824)	(242,220)	(542,204)	(537,224)	(427,970)	(421,878)	(234,909)
Cash Flows from Investing Activities													
Interest received on investments	3,027	1,685	6,314	10,036	11,401	12,924	14,644	12,759	14,310	13,125	12,238	12,706	13,525
Net Increase (Decrease) in Cash and Cash Equivalents	41,647	45,540	194,366	136,458	152,253	172,081	(188,505)	155,034	(118,501)	(88,688)	46,863	81,815	299,250
Cash and Cash Equivalents, January 1	722,094	763,741	809,281	1,003,647	1,140,105	1,292,358	1,464,439	1,275,934	1,430,967	1,312,466	1,223,778	1,270,641	1,352,456
Cash and Cash Equivalents, December 31	\$ 763,741	\$ 809,281	\$ 1,003,647	\$ 1,140,105	\$ 1,292,358	\$ 1,464,439	\$ 1,275,934	\$ 1,430,967	\$ 1,312,466	\$ 1,223,778	\$ 1,270,641	\$ 1,352,456	\$ 1,651,706
Target Cash Reserve	\$ 396,725	\$ 415,983	\$ 420,522	\$ 775,201	\$ 787,094	\$ 768,734	\$ 829,171	\$ 827,143	\$ 831,854	\$ 732,448	\$ 736,721	\$ 560,287	\$ 564,501
Cash in Excess of Reserve	\$ 367,016	\$ 393,299	\$ 583,125	\$ 364,905	\$ 505,264	\$ 695,705	\$ 446,762	\$ 603,824	\$ 480,612	\$ 491,330	\$ 533,920	\$ 792,169	\$ 1,087,204
Average Monthly Bill (3,500 Gallons)				\$ 30.26	\$ 31.16	\$ 32.10	\$ 33.06	\$ 34.05	\$ 35.07	\$ 36.13	\$ 37.21	\$ 38.33	\$ 39.48
Average Percentage Increase					3%	3%	3%	3%	3%	3%	3%	3%	3%
Average Monthly Dollar Increase				\$ 30.26	\$ 0.91	\$ 0.93	\$ 0.96	\$ 0.99	\$ 1.02	\$ 1.05	\$ 1.08	\$ 1.12	\$ 1.15
Average Annual Dollar Increase				\$ 363.06	\$ 10.89	\$ 11.22	\$ 11.56	\$ 11.90	\$ 12.26	\$ 12.63	\$ 13.01	\$ 13.40	\$ 13.80
Five Year Average Capital Expenses				\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000

City of Mayer, Minnesota
Sewer Fund
Schedule of Cash Flows - Rates Inflated 3%
For the Years Ending December 31, 2015 Through 2027

	Actual 2015	Actual 2016	Actual 2017	Estimated 2018	Estimated 2019	Estimated 2020	Estimated 2021	Estimated 2022	Estimated 2023	Estimated 2024	Estimated 2025	Estimated 2026	Estimated 2027
Projected Rate Increase					3%	3%	3%	3%	3%	3%	3%	3%	3%
Usage Rates					3%	3%	3%	3%	3%	3%	3%	3%	3%
Fixed					3%	3%	3%	3%	3%	3%	3%	3%	3%
Cash Flows from Operating Activities													
Overall % Increase		7.22%	11.00%	6.89%	7.30%	7.13%	6.97%	6.82%	6.69%	6.56%	6.44%	6.33%	6.22%
Receipts from customers and users	\$ 358,610	\$ 384,502	\$ 426,810	\$ 456,237	\$ 489,547	\$ 524,445	\$ 560,996	\$ 599,268	\$ 639,332	\$ 681,260	\$ 725,128	\$ 771,016	\$ 819,004
Other operating receipts	-	-	13	7,232	7,449	7,672	7,903	8,140	8,384	8,635	8,894	9,161	9,436
Payments to suppliers, contractors and other governments	(199,428)	(226,188)	(224,820)	(296,974)	(305,883)	(315,059)	(324,511)	(334,246)	(344,274)	(354,602)	(365,240)	(376,197)	(387,483)
Payments to employees	(16,155)	(41,085)	(46,616)	(56,244)	(59,056)	(62,009)	(65,109)	(68,365)	(71,783)	(75,372)	(79,141)	(83,098)	(87,253)
Net cash from operating activities	143,027	117,229	155,387	110,252	132,057	155,049	179,278	204,797	231,659	259,921	289,642	320,882	353,704
Cash Flows from Noncapital Financing Activities													
Special assessments received	550	1,420	2,330	-	-	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash from noncapital financing activities	550	1,420	2,330	-	-	-	-	-	-	-	-	-	-
Cash Flows from Capital and Related Financing Activities													
Acquisition of capital assets	(5,873)	(87,550)	(52,660)	(147,000)	(151,410)	(89,610)	(3,540,110)	(424,360)	(253,380)	(253,380)	(253,380)	(253,380)	(253,380)
Intergovernmental receipts	-	-	-	3,516	3,691	3,876	4,070	4,273	4,487	4,711	4,947	5,194	5,454
Property taxes received**	336,000	309,000	273,000	282,000	274,500	254,500	234,500	214,500	194,500	174,500	154,500	134,500	114,500
Connection fees collected	117,658	173,283	216,836	157,500	162,400	167,300	172,200	177,450	182,700	188,300	193,900	199,850	205,800
Developer area charges	-	-	-	14,100	14,523	14,959	15,407	15,870	16,346	16,836	17,341	17,861	18,397
Proceeds of bonds issued, net of issuance costs	-	-	-	-	-	-	3,500,000	-	-	-	-	-	-
Proceeds of refunding bonds issued	-	-	2,103,156	-	-	-	-	-	-	-	-	-	-
Payment on refunding bonds	-	-	(2,102,400)	-	-	-	-	-	-	-	-	-	-
Principal paid on long-term debt	(272,600)	(284,550)	(307,450)	(326,700)	(356,900)	(394,400)	(567,783)	(449,328)	(451,493)	(472,083)	(211,802)	(218,156)	(224,700)
Interest paid on long-term debt	(120,927)	(110,910)	(101,428)	(88,059)	(75,592)	(61,931)	(151,784)	(130,955)	(114,920)	(98,541)	(81,381)	(75,027)	(68,483)
Net cash from capital and related financing activities	54,258	(727)	29,054	(104,643)	(128,788)	(105,306)	(333,500)	(592,550)	(421,760)	(439,657)	(175,875)	(189,158)	(202,412)
Cash Flows from Investing Activities													
Interest received on investments	5,233	3,016	9,513	16,748	16,972	17,174	17,844	16,480	12,767	10,994	9,306	10,537	11,960
Net Increase (Decrease) in Cash and Cash Equivalents	203,068	120,938	196,284	22,357	20,242	66,917	(136,378)	(371,274)	(177,334)	(168,742)	123,073	142,261	163,251
Cash and Cash Equivalents, January 1	1,154,556	1,357,624	1,478,562	1,674,846	1,697,203	1,717,444	1,784,362	1,647,984	1,276,710	1,099,376	930,634	1,053,707	1,195,968
Cash and Cash Equivalents, December 31	\$ 1,357,624	\$ 1,478,562	\$ 1,674,846	\$ 1,697,203	\$ 1,717,444	\$ 1,784,362	\$ 1,647,984	\$ 1,276,710	\$ 1,099,376	\$ 930,634	\$ 1,053,707	\$ 1,195,968	\$ 1,359,219
Target Cash Reserve	\$ 529,097	\$ 544,596	\$ 591,368	\$ 860,961	\$ 890,865	\$ 1,160,377	\$ 1,027,588	\$ 1,020,441	\$ 1,031,611	\$ 761,373	\$ 768,831	\$ 776,551	\$ 784,545
Cash in Excess of Reserve	\$ 828,528	\$ 933,966	\$ 1,083,478	\$ 836,241	\$ 826,579	\$ 623,985	\$ 620,395	\$ 256,269	\$ 67,765	\$ 169,260	\$ 284,876	\$ 419,417	\$ 574,675
Average Monthly Bill (3,500 Gallons)				\$ 45.36	\$ 46.72	\$ 48.12	\$ 49.57	\$ 51.05	\$ 52.58	\$ 54.16	\$ 55.79	\$ 57.46	\$ 59.18
Average Percentage Increase					3%	3%	3%	3%	3%	3%	3%	3%	3%
Average Monthly Dollar Increase				\$ 45.36	\$ 1.36	\$ 1.40	\$ 1.44	\$ 1.49	\$ 1.53	\$ 1.58	\$ 1.62	\$ 1.67	\$ 1.72
Average Annual Dollar Increase				\$ 544.32	\$ 16.33	\$ 16.82	\$ 17.32	\$ 17.84	\$ 18.38	\$ 18.93	\$ 19.50	\$ 20.08	\$ 20.69
Five Year Average Capital Expenses				\$ 246,000	\$ 246,000	\$ 246,000	\$ 246,000	\$ 246,000	\$ 246,000	\$ 246,000	\$ 246,000	\$ 246,000	\$ 246,000

City of Mayer, Minnesota
Storm Fund
Schedule of Cash Flows - Scenario 1 - Current State
For the Years Ending December 31, 2015 Through 2027

	Actual			Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Projected Rate Increase					3%	3%	3%	3%	3%	3%	3%	3%	3%
Usage Rates					3%	3%	3%	3%	3%	3%	3%	3%	3%
Fixed					3%	3%	3%	3%	3%	3%	3%	3%	3%
Cash Flows from Operating Activities													
Overall % Increase		1.38%	1.34%	7.16%	6.99%	6.85%	6.71%	6.58%	6.46%	6.35%	6.24%	6.14%	6.05%
Receipts from customers and users	\$ 19,673	\$ 19,945	\$ 20,213	\$ 21,659	\$ 23,174	\$ 24,761	\$ 26,421	\$ 28,160	\$ 29,978	\$ 31,880	\$ 33,870	\$ 35,950	\$ 38,125
Other operating receipts	-	-	-	346	356	367	378	389	401	413	425	438	451
Payments to suppliers, contractors and other governments	(6,762)	(11,913)	(5,995)	(6,658)	(6,857)	(7,063)	(7,275)	(7,493)	(7,718)	(7,949)	(8,188)	(8,434)	(8,687)
Payments to employees	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash from operating activities	12,911	8,032	14,218	15,347	16,673	18,064	19,524	21,055	22,661	24,344	26,107	27,954	29,889
Cash Flows from Noncapital Financing Activities													
Special assessments received	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	92,931	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash from noncapital financing activities	92,931	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flows from Capital and Related Financing Activities													
Acquisition of capital assets	(28,309)	(160,742)	(110,791)	(52,500)	(75,190)	(75,190)	(75,190)	(75,190)	(70,967)	(70,967)	(70,967)	(70,967)	(70,967)
Intergovernmental receipts	-	25,000	-	-	-	-	-	-	-	-	-	-	-
Property taxes received	-	-	-	-	-	-	-	-	-	-	-	-	-
Developer area charges	2,901	27,701	57,743	15,900	16,377	16,868	17,374	17,896	18,432	18,985	19,555	20,142	20,746
Proceeds of bonds issued, net of issuance costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds of refunding bonds issued	-	-	-	-	-	-	-	-	-	-	-	-	-
Payment on refunding bonds	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal paid on long-term debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest paid on long-term debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash from capital and related financing activities	(25,408)	(108,041)	(53,048)	(36,600)	(58,813)	(58,322)	(57,816)	(57,294)	(52,535)	(51,982)	(51,412)	(50,825)	(50,221)
Cash Flows from Investing Activities													
Interest received on investments	588	144	268	329	120	-	-	-	-	-	-	-	-
Net Increase (Decrease) in Cash and Cash Equivalents	81,022	(99,865)	(38,562)	(20,924)	(42,020)	(40,257)	(38,291)	(36,239)	(29,874)	(27,638)	(25,305)	(22,871)	(20,332)
Cash and Cash Equivalents, January 1	90,310	171,332	71,467	32,905	11,981	(30,039)	(70,296)	(108,588)	(144,827)	(174,700)	(202,338)	(227,643)	(250,514)
Cash and Cash Equivalents, December 31	\$ 171,332	\$ 71,467	\$ 32,905	\$ 11,981	\$ (30,039)	\$ (70,296)	\$ (108,588)	\$ (144,827)	\$ (174,700)	\$ (202,338)	\$ (227,643)	\$ (250,514)	\$ (270,847)
Target Cash Reserve	\$ 5,957	\$ 2,998	\$ 3,329	\$ 72,329	\$ 72,431	\$ 72,537	\$ 72,647	\$ 72,759	\$ 72,875	\$ 72,994	\$ 73,117	\$ 73,243	\$ 73,374
Cash in Excess of Reserve	\$ 165,376	\$ 68,470	\$ 29,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Average Monthly Bill				\$ 2.00	\$ 2.06	\$ 2.12	\$ 2.19	\$ 2.25	\$ 2.32	\$ 2.39	\$ 2.46	\$ 2.53	\$ 2.61
Average Percentage Increase					3%	3%	3%	3%	3%	3%	3%	3%	3%
Average Monthly Dollar Increase				\$ 2.00	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.08
Average Annual Dollar Increase				\$ 24.00	\$ 0.72	\$ 0.74	\$ 0.76	\$ 0.79	\$ 0.81	\$ 0.83	\$ 0.86	\$ 0.89	\$ 0.91
Average Year Average Capital Expenses				\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900

City of Mayer, Minnesota
Storm Fund
Schedule of Cash Flows - Storm - Scenario 2 - Increase Spread Over Several Periods to Achieve Target
For the Years Ending December 31, 2015 Through 2027

	Actual			Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Projected Rate Increase					100%	40%	25%	25%	25%	3%	3%	3%	3%
Fixed					100%	40%	25%	25%	25%	3%	3%	3%	3%
Cash Flows from Operating Activities													
Overall % Increase		1.38%	1.34%	7.93%	107.70%	45.19%	29.47%	29.31%	29.17%	6.33%	6.22%	6.12%	6.03%
Receipts from customers and users	\$ 19,673	\$ 19,945	\$ 20,213	\$ 21,816	\$ 45,312	\$ 65,789	\$ 85,176	\$ 110,145	\$ 142,275	\$ 151,275	\$ 160,687	\$ 170,527	\$ 180,813
Other operating receipts	-	-	-	346	356	367	378	389	401	413	425	438	451
Payments to suppliers, contractors and other governments	(6,762)	(11,913)	(5,995)	(6,658)	(6,857)	(7,063)	(7,275)	(7,493)	(7,718)	(7,949)	(8,188)	(8,434)	(8,687)
Payments to employees	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash from operating activities	12,911	8,032	14,218	15,504	38,811	59,092	78,279	103,041	134,958	143,738	152,924	162,531	172,577
Cash Flows from Noncapital Financing Activities													
Special assessments received	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	92,931	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash from noncapital financing activities	92,931	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flows from Capital and Related Financing Activities													
Acquisition of capital assets	(28,309)	(160,742)	(110,791)	(52,500)	(75,190)	(75,190)	(75,190)	(75,190)	(70,967)	(70,967)	(70,967)	(70,967)	(70,967)
Intergovernmental receipts	-	25,000	-	-	-	-	-	-	-	-	-	-	-
Property taxes received	-	-	-	-	-	-	-	-	-	-	-	-	-
Developer area charges	2,901	2,701	57,749	15,900	16,377	16,868	17,374	17,896	18,432	18,985	19,555	20,142	20,746
Proceeds of bonds issued, net of issuance costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds of refunding bonds issued	-	-	-	-	-	-	-	-	-	-	-	-	-
Payment on refunding bonds	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal paid on long-term debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest paid on long-term debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash from capital and related financing activities	(25,408)	(133,041)	(53,042)	(36,600)	(58,813)	(58,322)	(57,816)	(57,294)	(52,535)	(51,982)	(51,412)	(50,825)	(50,221)
Cash Flows from Investing Activities													
Interest received on investments	588	144	268	79	-	-	-	-	339	1,166	2,096	3,132	4,280
Net Increase (Decrease) in Cash and Cash Equivalents	81,022	(124,865)	(38,556)	(21,017)	(20,002)	771	20,463	45,746	82,762	92,923	103,607	114,837	126,636
Cash and Cash Equivalents, January 1	90,310	171,332	46,467	7,911	(13,106)	(33,108)	(32,338)	(11,874)	33,872	116,634	209,556	313,164	428,001
Cash and Cash Equivalents, December 31	\$ 171,332	\$ 46,467	\$ 7,911	\$ (13,106)	\$ (33,108)	\$ (32,338)	\$ (11,874)	\$ 33,872	\$ 116,634	\$ 209,556	\$ 313,164	\$ 428,001	\$ 554,637
Target Cash Reserve	\$ 5,957	\$ 2,998	\$ 3,329	\$ 72,329	\$ 72,431	\$ 72,537	\$ 72,647	\$ 72,759	\$ 72,875	\$ 72,994	\$ 73,117	\$ 73,243	\$ 73,374
Cash in Excess of Reserve	\$ 165,376	\$ 43,470	\$ 4,582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,759	\$ 136,563	\$ 240,047	\$ 354,758	\$ 481,264
Average Monthly Bill				\$ 2.00	\$ 4.00	\$ 5.60	\$ 7.00	\$ 8.75	\$ 10.94	\$ 11.27	\$ 11.60	\$ 11.95	\$ 12.31
Average Percentage Increase					100%	40%	25%	25%	25%	3%	3%	3%	3%
Average Monthly Dollar Increase				\$ 2.00	\$ 2.00	\$ 1.60	\$ 1.40	\$ 1.75	\$ 2.19	\$ 0.33	\$ 0.34	\$ 0.35	\$ 0.36
Average Annual Dollar Increase				\$ 24.00	\$ 24.00	\$ 19.20	\$ 16.80	\$ 21.00	\$ 26.25	\$ 3.94	\$ 4.06	\$ 4.18	\$ 4.30
Five Year Average Capital Expenses				\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900	\$ 68,900



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 22, 2018

Item Name: WWTF PRETREATMENT FINE SCREEN

Originating Department: Wastewater Consultant

Presented by: Greg Kluver/ Kluver Consulting

Previous Council Action (if any):

Item Type (X only one):	Consent	X	Regular Session		Discussion Session
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to accept the Quote from PARKSON in the amount of \$12,776.00

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

Identified in the 2018 Wastewater Treatment Plant Sewer Fund Budget under Capital Improvements is the rebuilding of the Pretreatment Fine Screen. Included in the Quote are the main components to accomplish the rebuild along with the cost of an onsite technician from Parkson.

<u>COMPANY</u>		<u>COST</u>
1. Parkson	(Cost identified in 2018 CIP= \$20,220)	Actual \$12,776.00

Staff is recommending approval of bid from Parkson, Public Works Staff will be doing the rebuilding of the Prescreen.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: 2018 WWTF BUDGET , 640-49480-500
CAPITOL OUTLAY

Budget Information;

\$20,220 Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Other

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



Aftermarket - Quotation

1401 W. Cypress Creek Road - Suite 100, Fort Lauderdale, FL 33309
 1- 888 PARKSON
 562 Bunker Court, Vernon Hills, IL 60061
 1-800-249-2140

*** The Quotation is submitted pursuant to Parkson Corporation's Aftermarket Terms and Conditions, which are attached hereto**

Quote Name	Mayer, MN 740146 HLC300 vp 10-15-18 REV	Created Date	10/15/2018
Quote Number	00023085	Expiration Date	11/15/2018
Prepared By	Venetia Parker	Contact Name	Greg Kluver
Phone	(847) 837-4958	Phone	(612) 590-1828
Email	vparker@parkson.com	Email	greg_kliver@hotmail.com
Fax	(954) 252-4085		
Bill To Name	Mayer, MN	Ship To Name	Mayer, MN
Freight	Prepay and Add	Payment Terms	Net 30
		Estimated Delivery	TBD at Time of Order
		FOB:	Shipping Point

Item Number	Product	Line Item Description	Quantity	Sales Price	Total Price
5250-021/A4	Brush Subassembly 300 (Brush, Clamps & Fasteners)		1.00	\$1,263.00	\$1,263.00
Custom	Customized1	Motor	1.00	\$1,498.00	\$1,498.00
Custom	Customized2	SEW Reducer/Adaptor FA77B AM143 Replaces SO# 850285374.04.04.001	1.00	\$3,358.00	\$3,358.00
5286-002/A4	Guide Shoe Assembly (Includes 3 ea Shoes & Backing Plates, and Fasteners)		1.00	\$262.00	\$262.00
1426-050-102/SPL	Wear Bar Set-300, 139.40" ea. (Includes 3 Wear Bars and 57 Fasteners)		1.00	\$2,195.00	\$2,195.00
0900001-	x- Field Service	Not-to-Exceed Price, Portal to Portal for one technician on site for one day for Supervision of Parts Installation. Price includes on site and travel days and travel/living expenses. Supervision or Labor is for installation of parts quoted above.	1.00	\$4,200.00	\$4,200.00
	note 1	Contact Parkson for additional clarifications and customer requirements for scope of work prior to placing your purchase order. Customer responsible for removing reducer from spiral shaft and for any damage to the reducer resulting from that process.	1.00	\$0.00	\$0.00
Line Items	7			Subtotal	\$12,776.00
				Total Price	\$12,776.00

Please complete information below:

BILL TO Name: _____

SHIP TO Name: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

PO #: _____

SHIP TO Attn of: _____

Bill to - Email: _____

Phone: _____

All amounts expressed in US Dollars

Quote Acceptance Information

Signature

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 22, 2018

Item Name: WWTF Traveling Bridge Pump Replacement

Originating Department: Wastewater Consultant

Presented by: Greg Kluver/ Kluver Consulting

Previous Council Action (if any):

Item Type (X only one):	Consent	X	Regular Session		Discussion Session
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to accept the Quote from Evoqua Water Technologies LLC in the amount of \$25,300.00

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

Identified in the 2018 Wastewater Treatment Plant Sewer Fund Budget under Capital Improvements is the replacement of 3 pumps on the Traveling Bridge Filter System. One Backwash Pump, Washwater Pump and a Skimmer pump. Listed below is the quote from Evoqua Water Technologies LLC. Which supplied the original pumps.

<u>COMPANY</u>	<u>COST</u>
1. Evoqua Water Technologies LLC	\$25,300.00

Staff is recommending approval of bid from Evoqua Water Technologies LLC in the amount of \$25,300.00 this does not include labor. Installation would be done by the Public Works Department. The CIP identified a cost of \$16,930.00 for this expenditure.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: 2018 WWTF BUDGET , 640-49480-500
CAPITOL OUTLAY

Budget Information;

\$16,930.00 Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Other

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



eVOQUA

WATER TECHNOLOGIES

Evoqua Water Technologies LLC

1828 Metcalf Avenue

Thomasville, GA 31792

Quote # 14239

Date: 8/1/2018

To: Greg Kluver/ City of Mayer, MN

Phone: 612-590-1828

Fax:

From: Fergus Robinson

email:

Sales Quote

Validity: 30 days

Freight PPD & Add

Returns: There is a 25% restocking fee on all returned parts.

Replacement parts for Evoqua

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	1		Backwash Pump	\$10,800.00	EA	\$10,800.00	12-14 Weeks
2	1		Washwater Pump	\$10,800.00	EA	\$10,800.00	
3	1		Skimmer Pump	\$3,000.00	EA	\$3,000.00	
			Shipping & Handling			\$700.00	
			job# D11063MA				
			Note: On made to order & specialty parts. There is NO RETURN				
				Total Sale Price		\$25,300.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email Fergus.Robinson@evoqua.com

We now accept Visa, Mastercard, & American Express for your convenience

THIS TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR USE ONLY BY THE ABOVE NAMED RECIPIENT. READING, DISCUSSING, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE NAMED RECIPIENT OR HIS OR HER EMPLOYEES OR AGENTS. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel.* Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



PROPOSAL AND ORDER FORM

NOTE: Any order resulting from this proposal is subject to the terms and conditions attached and acceptance by Evoqua. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC

Signed

Signed

Printed Name

Printed Name

Title

Title

Date

Date

CONTRACTOR NOTE: This Bid by Evoqua Water Technologies LLC (Evoqua) is further contingent upon such things as: (i) resolution of mutually acceptable payment terms; (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review; and (iii) written agreement specifically acknowledging acceptance of terms and conditions mutually agreed upon by parties.

10/22/18



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 22 nd , 2018
Item Name:	Installation of Pine Tree
Originating Department:	Public Works
Presented by:	Kyle Kuntz
Previous Council Action (if any):	

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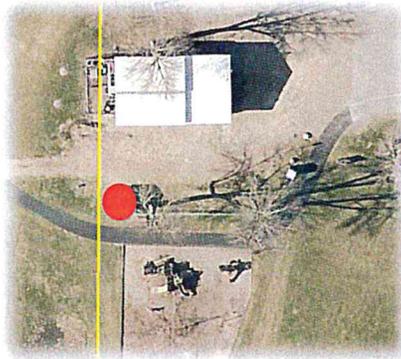
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

A motion approving the installation of 12 foot pine tree in Old Schoolhouse Park

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

Attached is the quote from Vinkemeier Tree Spade for the installation of a 12 foot spruce pine tree in Old Schoolhouse park. Park Board has reviewed the request and is recommending to the City Council to accept the bid for planting the pine tree in the amount of \$400 dollars. Park board plans to decorate the tree with lights during the holiday season. Holiday lights will cost around \$300 dollars.

The tree will be planted by the playground area of Old Schoolhouse park next to the old public works building.



FINANCIAL IMPLICATIONS: Funding Sources & Uses: Capital Outlay: \$1000	ADVISORY BOARD RECOMMENDATIONS:
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Budget Information:	Other
<input type="checkbox"/> Budgeted	
<input type="checkbox"/> Non Budgeted	
<input type="checkbox"/> Amendment Required	

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

