



**City of Mayer**  
**Agenda for the City Council**  
**Tuesday, May 28<sup>th</sup>, 2024 – 6:30 P.M.**

Opening Items

1. Call Meeting to Order
2. Pledge of Allegiance

Approval of Agenda

3. Consider Approval of Agenda

Public Comment Period

4. Open Public Comment Period – Comments are limited to 5 minutes

Consent Agenda

5. Consider Approval of May 13<sup>th</sup>, 2024 City Council Minutes
6. Consider Approval of May 13<sup>th</sup>, 2024 City Council Workshop Minutes
7. Consider Approval of Claims for Payment

Business Items

8. Informational Update from Stan Heldt on Veterans Memorial Project
9. Consider Approval of Carver County Smart Water Program Participation Agreement

City Council Reports

10. City Council Individual Reports and Items

Adjournment

11. Adjourn Meeting

## City of Mayer

### City Council Meeting Minutes for May 13<sup>th</sup>, 2024

Present: Mayor Dodge, Council Members Heldt, Fautsch  
Absent: Council Members Wegner, McNeilly  
Staff: City Administrator Nicholas Johnson  
City Clerk Alicia Menzel  
Visitors: Don Wachholz  
Deputy Brad Hendricks  
Gerry Thomas

#### Opening Items

The meeting was called to order at 6:30pm by Mayor Dodge.

The Pledge of Allegiance was recited.

Samantha Fautsch recited the Oath of Office and was sworn in as a City Council member.

#### Approval of Agenda

City Administrator Johnson requested an item be added to the consent agenda. The item was moving the May 27<sup>th</sup> 2024 Council Meeting to May 28<sup>th</sup>, 2024 due to Memorial Day. A motion was made by Heldt and seconded by Fautsch to approve the agenda with the addition. All voted in favor. None voted against. The motion was carried.

#### Public Comment Period

There were no attendees for public comment.

#### Consent Agenda

A motion was made by Heldt and seconded by Fautsch to approve the consent agenda. All voted in favor. None voted against. The motion was carried.

1. Consider Approval of April 22<sup>nd</sup>, 2024 City Council Minutes
2. Consider Approval of April 22<sup>nd</sup>, 2024 City Council Workshop Minutes
3. Consider Approval of Claims for Payment (7096e to 7111e; 25780 to 25819)
4. Consider Approval of Staff Reports
5. Consider Adoption of Resolution for Authorizing the Submission of an Application to the Minnesota Public Facilities Authority Clean Water Revolving Fund
6. Consider Approval of 2<sup>nd</sup> Street Northwest Closure for 2024 Car Show & Cycle Dates
7. Consider Approval of Changing the Meeting Date to May 28<sup>th</sup> 2024

#### Business Items

**Informational Update from Deputy Brad Hendricks on Bike Rodeo Event** – Deputy Hendricks presented information on the bike rodeo that will be held at the Mayer Rising Festival. They are looking at closing a section of Bluejay Avenue for the course area. Local businesses will be donating money to purchase bicycles to give away.

**Informational Update from Stan Heldt on Veterans Memorial Project** – Stan Heldt was unable to attend the meeting to give an update. The item was tabled.

**Consider Approval of Crosswalk Designation for 2<sup>nd</sup> Street Northwest Between Zion Lutheran School and Zion Lutheran Church off Bluejay Avenue** – City Administrator Johnson gave a review on the project. Mayor Dodge said he did not want to set a precedent of putting in crosswalks whenever someone requests one. He stated the crosswalk is part of Zion’s accreditation and he feels Zion should pay for the crosswalk. A motion was made by Heldt and seconded by Fautsch. Heldt and Fautsch voted in favor. Dodge voted against. The motion carried 2-1.

City Council Reports

There were no reports.

Adjournment

A motion was made by Heldt and seconded by Fautsch to adjourn the meeting. All voted in favor. None voted against. The motion was carried. Meeting adjourned at 6:42 pm.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**City of Mayer**

**City Council Workshop Minutes for May 13<sup>th</sup>, 2024**

Present: Mayor Dodge, Council Members Heldt, Fautsch  
Absent: Council Members Wegner, McNeilly  
Staff: City Administrator Nicholas Johnson  
City Clerk Alicia Menzel  
Visitors: Don Wachholz

Opening Items

The workshop was called to order by Mayor Dodge.

Workshop Discussion Items

**Discussion on Preliminary Wastewater Regionalization Project with New Germany** – City Administrator Johnson reported that the City of Mayer and the City of New Germany looked at a regionalization plan a few years ago. The City of New Germany is currently at capacity and they can no longer add any more housing. Council Member Heldt asked how this will benefit the City of Mayer. Mayor Dodge has no issues with revisiting the topic but he would like to compare our data today with the data from the past.

Closed Session

**Consider Strategies for Labor Negotiations, Including Negotiation Strategies, Development, or Discussion of Labor-Negotiation Proposals – Authorized by Minnesota State Statute 13D.03** – The workshop entered into a closed session to discuss union negotiation strategies authorized by Minnesota State Statute 13D.03. The workshop was reopened upon conclusion of the closed session at 8:23pm.

Adjournment

The workshop was adjourned at 8:23pm.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## Carver County Smart Water Program 2024 Participation Agreement

Carver County manages a program called Carver County Smart Water program with direct distribution of Rachio, Inc., creator of Rachio smart irrigation controllers.

The program offers residential water customers of participating cities an instant rebate on the purchase of smart irrigation controllers.

### About the program

The goal of the program is to decrease residential outdoor water use through better management of irrigation practices. The program enables customers to purchase smart controllers directly from Rachio on a website specifically developed for the program. The smart controller selected for the program is the Rachio 3 model, an Environmental Protect Agency WaterSense labeled controller designed to help homeowners better understand their irrigation and make saving water easy and transparent.

### Controllers offered

The Rachio 3 4-zone, 8-zone, and 16-zone controllers will be offered at a total cost of \$139.99, \$169.99, and \$189.99 plus applicable sales tax on each controller. Participating cities can select the level cost share for their individual program. The controllers for participating cities are already offered at a discount of normal purchase price. Cities can choose to provide an additional cost incentive to residents from the options below.

Cost share option	Cost to customer 4-zone	Cost to customer 8-zone	Cost to customer 16-zone
City covers all cost	\$0	\$0	\$0
City provides \$100	\$39.99 + tax	\$69.99 + tax	\$89.99 + tax
City provides \$75	\$64.99 + tax	\$94.99 + tax	\$114.99 + tax
City provides \$50	\$89.99 + tax	\$119.99 + tax	\$139.99 + tax
City provides \$20	\$119.99 + tax	\$149.99 + tax	\$169.99 + tax
City provides \$0	\$139.99 + tax	\$169.99 + tax	\$189.99 + tax

Carver County has contracted with Rachio to implement the program and has a Professional Services Agreement with Rachio. It is attached here and incorporated herein as Attachment 1.

The respective roles and responsibilities of Carver County and each participating city are outlined below.

### Carver County Roles and Responsibilities:

- 1) Overall Program management and coordination
- 2) Coordinate with Rachio to develop Program marketing plan and associated materials
- 3) Implement reasonable security controls to limit the unauthorized disclosure of any confidential information, including confidential or private customer information, provided to Carver County by a participating city or by Rachio.

**Participating City’s Roles and Responsibilities:**

- 1) Agree to program’s exhibits and contract terms (both set forth in Attachment 1)
- 2) Provide customer eligibility lists to Rachio monthly. Eligibility can be verified using account number, coupon code, and/or unique customer code.
- 3) Market program to city water utility customers. Photos, optional text, etc. are provided by Carver County and Rachio.
- 4) Customize report messaging to city customers (at Participating Agency’s discretion)
- 5) Cooperate with Carver County in administering the program

**Invoicing**

Rachio will invoice cities directly each month for reimbursement for city funded controller costs as determined in the table below. Cities should use the table below to determine funding allotted to the program for this year.

Participating cities may terminate participation in the program upon 30 days written notice to Carver County. Participating cities electing to terminate their participation will be responsible for all costs related to their participation in the program up to the effective date of termination.

**Program Costs:**

<b>Program item</b>	<b>Unit cost x quantity</b>	<b>Cost</b>
A. Smart controller rebates	Agency cost share \$ _____ (plus applicable taxes/controller) x _____ (total # of rebates budgeted)	\$ _____
B. Insights lite	No charge	\$0
C. Dedicated customer support number and e-mail address managed by Rachio	No charge	\$0
D. Marketing assets folder (provided by Rachio)	No charge	\$0
E. Optional virtual customer training hosted by Rachio and Carver County	No charge	\$0
F. Total program costs	Total items A – G	\$ _____

To memorialize this arrangement, please have the enclosed copy of this Participation Agreement executed by an individual authorized to enter into such agreements and return it to Carver County Water Management, 600 East 4<sup>th</sup> St. Chaska, MN 55318, attention Madeline Seveland, **no later than 2 weeks before the launch of the Program.**

By submitting this Participation Agreement, the participating city agrees to pay its share of the program costs, up to the maximum in line F within thirty (30) days of its receipt of an invoice from Rachio. In addition, the participating city hereby acknowledges and finds acceptable the terms and conditions of Carver County - Rachio Professional Services Agreement including all exhibits.

Participating Agency agrees to indemnify, keep, and hold harmless Carver County and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following: Rachio's performance, any allegation that materials or services provided by Rachio infringe or violate any third-party intellectual property right, any disclosure of allegation thereof of Participating Agency's customers personally identifiable information. The person signing below represents and warrants that they are authorized by the participating city to bind the participation city to this Participation Agreement. It is understood and agreed that the County's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

No person shall, on the grounds of race, color, religion, age, sex, sexual orientation disability, marital status, public assistance status, criminal record, creed, or national origin in administration of this agreement.

Pursuant to Minn. Stat. §16C.05, subd. 5, the parties agree that the County, the State Auditor, or any of their duly authorized representatives at any 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 of each party and involve transactions relating to this Agreement. Parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

IN WITNESS THEREOF the Parties have executed this Agreement by their duly authorized officers as of the latest day and year written below.

Carver County

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

Agency: \_\_\_\_\_

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

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

Below is the primary contact for this Program.

Madeline Seveland  
Carver County Planning & Water Management  
[mseveland@co.carver.mn.us](mailto:mseveland@co.carver.mn.us) 952-687-7586

**Exhibit A**  
**Smart Water System Package Program Terms**  
**2024 Program**

**Overview of Smart Water System Package.**

The County has created a predetermined smart water system package (each a “*Package*”) consisting of specific materials, program deployment methods or services more specifically described on Exhibit C. The details and requirements of the Package and the amount of money the County and its partnering cities will offer to qualified customers as a subsidy for the purchase of such Package (each, a “*Subsidy Amount*”) will also be set forth on Exhibit C.

**Acceptance of Smart Water System.**

For each Package, the County and its partnering cities will provide a searchable list of eligible customer accounts that are eligible for the Subsidy Amount (each, a “*Eligible Customer*”). In connection with the sale of a Package to each Eligible Customer, Contractor agrees to deduct the Subsidy Amount from the Service Provider’s price for the Package. Service Provider will be responsible for accepting Eligible Customers for predetermined Packages, provide reasonable documentation back to the County and bill the County accordingly for the Subsidy Amount for each of the Eligible Customers as described in Exhibit D. The County and Service Contractor acknowledge and agree that the County has no control over the prices charged by the Contractor for any Package. Prices are set for the duration of the contract.

**Advertising Program.** Contractor will display branding for the County program on a website, as well as in advertising for all Program materials. Both County and Contractor acknowledge and agree that branding shall include the Program name, the County logo or name and the Contractor name or logo. County acknowledges and agrees that it will work with partnering cities to promote the Program, including, but not limited to (i) developing and launching a marketing kick off of the Program, (ii) sending of emails and mailings to Eligible Customer, (iii) utilizing city newsletters, website and other outreach methods to send Program information to residents within each city.

**Intellectual Property Ownership.** The County acknowledges that, as between the County and Contractor, Contractor owns all right, title, and interest, including all intellectual property rights, in and to the Contractor intellectual property, including Contractor’s water saver systems, equipment, software and services provided hereunder.



**Exhibit B**  
**Package Details & Schedule relating to the installation of**  
**Rachio Smart Sprinkler Controllers for Carver County, MN**

**Product Description**

Rachio 3 Smart Sprinkler Controller

- Works with almost any existing sprinkler system.
- Controller installation in under 30 minutes, no special tools required.
- Control and monitor watering from the Rachio App on your smartphone or directly from the controller.
- Compatible with smart home platforms like Nest, Amazon Alexa, Google Assistant and more.
- Available in 4, 8 or 16-zone models, either indoor or outdoor installation
- Supports Premium Weather Intelligence TM Plus (hyperlocal accuracy continuous monitoring, comprehensive data).
- Supports dual band Wi-Fi (2.4 GHz & 5 GHz).
- Easy-press connectors supporting 14-22 American Wire Gauge (AWG).

**Services to be Provided**

The services shall include County and Contractor providing the following:

- **Fulfillment Services:** Potential Eligible Customers (“*Applicants*”) will be directed to a landing page developed by Rachio, which serves to verify their eligibility, and direct them through a process to purchase the Rachio Smart Sprinkler Controller of their choice (4 zone, 8 zone, or 16 zone).
  - Once the Applicant arrives at the page, they’ll be prompted to enter their first and last name, phone number, email, account number and ZIP code.
  - Rachio will use these inputs to verify eligibility and will provide error codes when these input data are improperly formatted.
  - Applicants that are deemed Eligible Customers will be directed through a process that captures their name, contact information and shipping information. They will also be able to select the Rachio Smart Sprinkler Controller of their choice.
  - Successful orders will be sent directly to the Eligible Customers home.
  - These input data will be available to the County and Rachio via the Rachio Portal for tracking and auditing purposes.
  - Each Applicant will be required to agree to a certain set of terms and conditions provided by the County.

**Exhibit C  
Product Pricing**

County agrees to the following prices for controllers & outdoor enclosures:

1. Product Pricing for Carver County program. Product pricing listed by amount of city utility coverage.

Cost share option	Cost to customer 4-zone	Cost to customer 8-zone	Cost to customer 16-zone
City covers all cost	\$0	\$0	\$0
City provides \$100	\$39.99	\$69.99 + tax	\$89.99 + tax
City provides \$75	\$64.99	\$94.99 + tax	\$114.99 + tax
City provides \$50	\$89.99	\$119.99 + tax	\$139.99 + tax
City provides \$20	\$119.99	\$149.99 + tax	\$169.99 + tax
City provides \$0	\$139.99	\$169.99 + tax	\$189.99 + tax

2. Outdoor Enclosures: \$29.99
  
3. One-time fee for website updates & maintenance, portal access & access to Insights Lite: \$5,000.00
  - a. This payment was completed in 2022.

## **Exhibit D Payment and Invoicing**

During the Term, Rachio agrees to fulfill orders as they come through the customized landing page. This program is set up as a cost share program and will follow the pricing tiers outlined in Exhibit C. Participating cities within Carver County can select to cover the entire cost of the controller for their residents, cover a portion or nothing at all.

If a city decides to provide a subsidy, they will be invoiced monthly by Rachio for the number of controllers redeemed the month prior.

Contractor shall submit written invoices monthly to the City to receive reimbursement for Subsidy Amounts for Eligible Customers for Packages accepted by the Contractor. Each invoice shall include:

- (i) A statement of the total number of Eligible Customers for whom shipments of a Packages have been shipped (“***Completed Shipments***”) and for which payment is being sought and
- (ii) Name and address for each Eligible Customer with a Completed Shipments.

Invoices will be sent to participating cities and shall be paid by each City within thirty (30) days following receipt of each invoice.