



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 26, 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. February 12, 2018 City Council Minutes
 2. February 12, 2018 City Council Workshop Minutes
 3. February 20, 2018 Personnel Committee Meeting Minutes
 4. February 21, 2018 Special City Council Workshop Minutes
 - B. Claims
 - C. Gambling Exemption – LIVIN – Resolution 2-26-18-9
 - D. Reports
 1. Public Works Report
 2. Administrators Report
 3. Engineers Report
 - E. Acceptance of Appointment of Captain and Lieutenant on Mayer Fire Department - Resolution 2-26-18-10
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 - A. Administrative
 1. 2017 Audit Review – Abdo, Eick and Meyer
 2. Harassment Course – League of Minnesota Cities
 3. Court Date Services Subscriber Amendment to CJDN Subscriber Agreement
 - B. Public Works
 1. Yearly Report – Greg Kløver
 2. Pump Replacement
- 7. City Council Reports**

8. Other Business

9. Upcoming Meetings & Events

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

March 6, 2018 Joint Planning and Zoning & City Council Meeting @ 6:30 p.m.

March 12, 2018 – City Council Meeting @ 6:30 p.m.

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

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

10. For Your Information

11. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – FEBRUARY 12, 2018

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

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

ABSENT: Council Member Butterfield

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

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Ron and Carrie Zimmermann

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

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

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

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

1. Approve the Minutes of the January 2, 2018 Planning Commission Meeting.
2. Approve the Minutes of the January 8, 2018 Regular Council Meeting.
3. Approve the Minutes of the January 9, 2018 Park Commission Meeting.
4. Approve the Minutes of the January 16, 2018 Personnel Committee Meeting.
5. Approve Final Claims for December 2017. Check Numbers 11814 to 11815, 11826 to 11846
6. Approve Claims for January 2018. Check Numbers 11825, 11847 to 11856, 11875 to 11879, 11888
7. Approve Claims for February 2018. Check Numbers , 11880 to 11887, 11892 to 11900, 11904 to 11906, 11918 to 11927, 11929 to 11938
8. Acknowledge City Administrator Report for February 2018.
9. Acknowledge City Engineer Report for the period November 18, 2017 to December 15, 2017.
10. Acknowledge Public Works Report of activities from November 21, 2017 to January 17, 2018.
11. Acknowledge Sheriff's Department Report for the Month of December 2017.
12. Acknowledge Sheriff's Department Report for End of Year 2017.
13. Acknowledge Sheriff's Department Report for the Month of January 2018.
14. Acknowledge Fire Department Report for the Month of January 2018.
15. Approve Resolution 2-12-18-3 Acceptance of Mayer Baseball Club Donation to Fire Department.
16. Approve Resolution 2-12-18-7 Acceptance of Mayer Baseball Club Donation to City of Mayer.
17. Approve Resolution 2-12-18-8 Gambling Exception for West Carver Ducks Unlimited.

CITY ADMINISTRATOR

1. **Discussion on Picnic Shelter at Old School House Park** – The Council reviewed a preliminary schedule from the Eric Oleson & Hobbie Architects. The preliminary schedule consists of a proposed bidding schedule summary and proposed construction schedule summary as follows:

1.1 Proposed Bidding Schedule Summary

Tuesday	February 27, 2018	Advertise for Bids
Monday	March 19, 2018	Drawings Available for Bidding
Thursday	April 5, 2018	Receive Bids
Tuesday	April 10, 2018	City Issues Notice to Proceed
Thursday	April 19, 2018	Contractor to return contracts to City of Mayer

1.2 Proposed Construction Schedule Summary

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

Oleson & Hobbie Architects request approval of Preliminary Schedule. A MOTION to approve Preliminary Schedule and send out for Bids was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

PLANNING

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

A MOTION to Table till next Council Meeting was made by Council Member Boder and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

FIRE DEPARTMENT

1. **Purchase of Turnout Gear** – City Staff is requesting approval to purchase turnout gear based on Fire Chief's estimate of \$85,888.70. A MOTION to approve purchase of turnout gear was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden. Motion carried 4/0.
2. **Approve Resolution 2-12-18-6 Appointment of Scott Gustafson-** A MOTION to approve Resolution 2-12-18-6 Appointment of Scott Gustafson was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 4/0.
3. **Mayer Fire Department Policy Manual Amendment-** A MOTION to Table was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 4/0.

PUBLIC WORKS

1. **Approve Purchase of Skid loader** – A MOTION to approve purchase of a S650 Skid loader from Lano Equipment for \$15,100 was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

ACKNOWLEDGMENTS

Mayor Dodge acknowledged the Mayer Baseball Club for their support and all the donations they have raised for the City of Mayer.

ADJOURN

There being no further business, a MOTION was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly to adjourn the meeting at 7:33 p.m. Motion Carried 5/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – FEBRUARY 12, 2018

Call Work Session to order at 7:35 p.m. by Mayor Dodge.

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

ABSENT: Council Member Butterfield

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Ivan Raconteur

1. **Discussion on Dog Ordinance:** Ron and Carrie Zimmermann, 1605 Pinecone Lane, appealed to the Council regarding the number of dogs allowed per City ordinance. The property owners asked Council for “special consideration” to allow 4 dogs to reside at their residence for a period of about a year. After discussion Council agreed that the ordinance regarding the number of dogs allowed per residence should remain at 3, however, will address changing the language to include a statement like “special consideration with Council approval”. Council directed Staff to communicate with the City Planner to add some variance to the current language and bring back for discussion at the next Council Meeting.
2. **Discussion on Community Center Policy-Vendor Condition:** Council discussed the current Community Center Policy specifically the “vendor condition” which states either of the two liquor establishments in the City of Mayer, Heldts Bar or Knuckleheads would have to be used if alcohol would be served at the Community Center. The City has had various requests to use other local vendors to serve alcohol. Council asked Staff to check with the City’s insurance agent to clarify if a vendor can submit Dram shop insurance from outside the City limits. Dram shop insurance is the same as **liquor liability insurance**. A dram shop is a term for an establishment that sells alcohol for consumption on premises. Staff will contact City’s insurance agent and present at a future Work Session for continued discussion.
3. **Discussion on Community Center Event-Knuckleheads:** Council tabled the discussion until owners of Knuckleheads can attend meeting.
4. **Discussion on 1344 Evergreen Place-Late Fees:** The property owner of 1344 Evergreen Place asked Council to have utility billing late fees removed. Council requested additional information from City Staff and property owner and will continued discussion at a future Council Meeting.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:15 p.m.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

**CITY OF MAYER
PERSONNEL
TUESDAY, FEBRUARY 20, 2018 @ 8:00 A.M.
CITY HALL COUNCIL CHAMBERS**

AGENDA

1. Open Meeting

The meeting was opened at 8:25 a.m. Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

Also present: None.

2. Minutes

A. January 16, 2018 Personnel Meeting Minutes. Minutes were approved by the committee as presented.

3. Business

A. Offensive Behavior Training –

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

McCallum informed that the online course through the League of Minnesota Cities would be \$15.00 per person.

She stated that an onsite course through the League of Minnesota Cities would be \$450.00 per session for 15-25 people per course.

As another option, she mentioned that the City Attorney would do an onsite visit as well for \$154.00 per hour.

The Personnel Committee agreed to have an onsite visit through the League of Minnesota Cities, but asked that McCallum look into how much it would cost to go through the Minnesota Safety Council. Boder also asked that she see if any other communities would like to participate.

B. Fire Department

1. Pay –

McCallum provided information on 8 other Carver County communities with regards Fire Department pay. She said that the Mayer Fire Department pays \$10.00 per hour

which is equal to 5 of the other departments. 3 of the other departments paid higher than \$10.00.

The Commission wanted more information on Fire Department meetings and if firefighters got paid for those.

The Commission agreed that they wanted to make sure that the Department pay stays competitive.

2. Life Insurance – Update

McCallum provided an update on Life Insurance for the Fire Department. She informed that the City does offer supplemental insurance through the Volunteer Firefighter’s Benefits Association of Minnesota. She said that it provides a benefit of \$25,000 for in the line of duty death and \$100 per day disability (max 180 days).

Dodge said that the City needs to educate its firefighters on life insurance benefits when they are hired.

C. City Council Pay

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

The Personnel Committee felt that a raise was necessary for the City of Mayer, but that it wouldn’t go in effect until after the next election per state statute.

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

Dodge said that it would help to attract people into these positions.

D. Staff Benefits

McCallum provided information on the current benefits provided to employees that included health insurance, life insurance and dental insurance. She said that in the past, the Commission had discussed changing health plans to a high deductible, H.S.A. plan and to possibly add in Long-Term and Short-Term Disability insurance.

Dodge asked McCallum to put the proposed changes together and to include staff in on the proposed changes.

E. Administrative Study

McCallum said that she met with David Drowns regarding the administrative study. Dodge asked if McCallum could get s timeline from them on the process.

F. 6 Month Administrators Review

The Commission agreed to have it at the first City Council meeting in March with the entire Council. Dodge stated that McCallum would do a self appraisal of herself as part of the review.

G. Annual Leave Conversion

The Commission reviewed the section of the Personnel Policy related to Annual Leave Conversion. The discussion centered on allowing employees to put the money in a 457 deferred compensation plan. The Commission decided that staff should look into the 457 deferred compensation plans further and to see if a state retirement account would be better suited.

Adjournment

The meeting was adjourned at 9:35 a.m.

MAYER CITY COUNCIL WORK SESSION MINUTES – FEBRUARY 21, 2018

Call Work Session to order at 6:32 p.m. by Mayor Dodge.

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

ABSENT: Stieve -McPadden

STAFF: City Administrator McCallum.

ALSO PRESENT: None

1. **RFP City Attorney** – All Councilmembers were provided with RFP documentation from 6 attorney organizations. The RFPs were reviewed and discussed in depth by the Council. Discussion was centered on narrowing down the candidates by completion of the RFP, reference feedback, overall budgeting, municipal focus and experience, and time availability for the assigned attorney. The Council narrowed it down to two organizations based on these categories. The Council agreed to bring the discussion to the upcoming Council meeting and to present the two organizations as the finalists. The Council’s next step in the process was to hold a “meet and greet” at City Hall with the two final organizations in the near future.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:11 p.m.

Minutes written by: Margaret McCallum, City Administrator

Mike Dodge, Mayor

Attest: _____
 Janell Gildemeister, Deputy City Clerk

***Claim Register©**

02/26/18 PAY

February 2018

Claim Type Direct					
Claim#	11964	ABDO EICK & MEYERS LLP			
Cash Payment	E 100-41000-301	Auditing and Acct g Serv	AUDIT SERVICES EOY 2017		\$14,000.00
		Invoice 394656			
Cash Payment	E 100-41000-301	Auditing and Acct g Serv	AUDIT SERVICES EOY 2017		\$6,039.60
		Invoice 392491			
Transaction Date	2/21/2018	Security Bank	10100	Total	\$20,039.60
Claim Type Direct					
Claim#	11973	ANCOM COMMUNICATIONS, INC			
Cash Payment	E 100-42260-406	800 Mgz Radios	2 BATTERIES		\$185.00
		Invoice 76339			
Transaction Date	2/22/2018	Security Bank	10100	Total	\$185.00
Claim Type Direct					
Claim#	11971	BOBS REPAIR			
Cash Payment	E 100-43100-500	Capital Outlay (GENERAL)	SNOW UTV PLOW		\$2,892.00
		Invoice 94449			
Transaction Date	2/22/2018	Security Bank	10100	Total	\$2,892.00
Claim Type Direct					
Claim#	11967	BOLTON MENK INC			
Cash Payment	E 650-49500-303	Engineering Fees	MISC ENGINEERING 2017		\$1,033.00
		Invoice 213798			
Cash Payment	E 100-41000-303	Engineering Fees	MISC ENG 2017 DISC RATE		\$32.50
		Invoice 213798			
Cash Payment	E 100-41910-300	Professional Srvs	COMP PLAN		\$1,304.00
		Invoice 213800			
Cash Payment	E 100-41000-303	Engineering Fees	MISC ENGINEERING 2018		\$334.00
		Invoice 213801			
Cash Payment	G 800-20201	Coldwater Crossing	COLDWATER CROSSING 7TH ADD		\$78.00
		Invoice 213802			
Cash Payment	G 800-20202	Hidden Creek	HIDDEN CREEK 7TH ADD		\$174.00
		Invoice 213803			
Cash Payment	E 100-41000-303	Engineering Fees	SPRINT ESCROW		\$476.00
		Invoice 213804			
Cash Payment	E 100-41000-303	Engineering Fees	HWY 25 COORDINATION		\$582.00
		Invoice 213805			
Transaction Date	2/21/2018	Security Bank	10100	Total	\$4,013.50
Claim Type Direct					
Claim#	11966	CARGILL INCORPORATED			
Cash Payment	E 100-43125-229	Sand & Salt	CLEARLANE BULK DEICER		\$2,359.55
		Invoice 2903947926			
Cash Payment	E 100-43125-229	Sand & Salt	CLEARLANE BULK DEICER		\$2,355.35
		Invoice 2903944522			
Transaction Date	2/21/2018	Security Bank	10100	Total	\$4,714.90
Claim Type Direct					
Claim#	11974	CULLIGAN - METRO			
Cash Payment	E 100-42280-400	Repairs & Maint Cont	FD		\$69.10
		Invoice			
Transaction Date	2/22/2018	Security Bank	10100	Total	\$69.10

MAYER, MN

02/22/18 9:39 AM

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***Claim Register©**

02/26/18 PAY

February 2018

Claim Type	Direct				
Claim#	11952	FRONTLINE PLUS FIRE & RESCUE			
Cash Payment	E 100-42500-400	Repairs & Maint Cont	2018 SIREN SERVICE CONTRACT		\$250.00
	Invoice	12691			
Transaction Date	2/15/2018	Security Bank	10100	Total	\$250.00
Claim Type	Direct				
Claim#	11970	GREATAMERICA FINANCIAL SERV			
Cash Payment	E 100-41000-200	Office Supplies	COPIER LEASE PAYMENT & SUPPLY FREIGHT FEE		\$177.00
	Invoice	22160024			
Transaction Date	2/22/2018	Security Bank	10100	Total	\$177.00
Claim Type	Direct				
Claim#	11969	GREATER MN COMMUNICATIONS			
Cash Payment	E 620-49440-350	Print/Binding	FEBRUARY UTILITY BILLING		\$197.93
	Invoice	15074			
Cash Payment	E 640-49490-350	Print/Binding	FEBRUARY UTILITY BILLING		\$197.93
	Invoice	15074			
Cash Payment	E 620-49440-322	Postage	FEBRUARY UTILITY BILLING		\$152.27
	Invoice	15074			
Cash Payment	E 640-49490-322	Postage	FEBRUARY UTILITY BILLING		\$152.27
	Invoice	15074			
Transaction Date	2/21/2018	Security Bank	10100	Total	\$700.40
Claim Type	Direct				
Claim#	11949	HILLYARD OF HUTCHINSON			
Cash Payment	E 100-41940-400	Repairs & Maint Cont	COMM CTR SCRUBBER SERVICE		\$316.30
	Invoice	700320609			
Transaction Date	2/15/2018	Security Bank	10100	Total	\$316.30
Claim Type	Direct				
Claim#	11975	JERRYS TRANSMISSION SERVICE			
Cash Payment	E 100-42260-400	Repairs & Maint Cont	TRUCK SERVICE, OIL CHANGE, FILTERS, NEW VALVE & LIGHT		\$608.78
	Invoice	30004			
Transaction Date	2/22/2018	Security Bank	10100	Total	\$608.78
Claim Type	Direct				
Claim#	11955	MARGARET MCCALLUM			
Cash Payment	E 100-41000-200	Office Supplies	TAX FORMS, W-2'S, ENVELOPES		\$74.77
	Invoice	1332R			
Transaction Date	2/15/2018	Security Bank	10100	Total	\$74.77
Claim Type	Direct				
Claim#	11953	MCLEOD COOP POWER ASSN	Ck# 004820E 2/28/2018		
Cash Payment	E 100-43160-381	Electric Utilities	CITY SIGN		\$35.05
	Invoice	864500			
Transaction Date	2/15/2018	Security Bank	10100	Total	\$35.05
Claim Type	Direct				
Claim#	11954	MCLEOD COOP POWER ASSN	Ck# 004821E 2/28/2018		
Cash Payment	E 100-43160-381	Electric Utilities	STREET LIGHTS		\$697.83
	Invoice	864800			
Transaction Date	2/15/2018	Security Bank	10100	Total	\$697.83

***Claim Register©**

02/26/18 PAY

February 2018

Claim Type Direct

Claim# 11968 MN DEPT OF HEALTH

Cash Payment E 620-49420-430 Miscellaneous (GENERAL) 1ST QTR COMM WATER SUPPLY CONNECTION FEE \$1,343.00

Invoice

Transaction Date	2/21/2018	Security Bank	10100	Total	\$1,343.00
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Claim Type Direct

Claim# 11965 MUNICIPAL DEVELOPMENT GROU

Cash Payment E 100-41940-300 Professional Svcs PROFESSIONAL SERVICES \$841.30

Invoice MAY020518

Transaction Date	2/21/2018	Security Bank	10100	Total	\$841.30
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Claim Type Direct

Claim# 11962 OWENS COMPANIES, INC.

Cash Payment E 640-49480-500 Capital Outlay (GENERAL) 2ND PYMT WWTF MAKE UP AIR UNIT \$5,675.00

Invoice 76546

Transaction Date	2/21/2018	Security Bank	10100	Total	\$5,675.00
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Claim Type Direct

Claim# 11963 SECURITY BANK Ck# 004822E 2/15/2018

Cash Payment E 100-41000-200 Office Supplies ICR DEPOSIT TICKET BOOKS \$60.18

Invoice 81981222

Transaction Date	2/21/2018	Security Bank	10100	Total	\$60.18
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Claim Type Direct

Claim# 11972 UTILITY CONSULTANTS, INC.

Cash Payment E 620-49440-215 Samples SAMPLES \$40.00

Invoice 97254

Transaction Date	2/22/2018	Security Bank	10100	Total	\$40.00
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Claim Type Direct

Claim# 11951 WHITE BEAR GLASS

Cash Payment E 100-41940-500 Capital Outlay (GENERAL) CITY HALL COUNTER SECURITY GLASS \$1,140.00

Invoice 141103

Transaction Date	2/15/2018	Security Bank	10100	Total	\$1,140.00
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Pre-Written Checks	\$793.06
Checks to be Generated by the Compute	\$43,080.65
Total	\$43,873.71

COUNCIL APPROVAL -
SIGNATURES/INITIALS



CITY OF MAYER
RESOLUTION 2-12-18-9
APPROVING LAWFUL GAMBLING EXEMPTION

WHEREAS, the LIVIN has applied to the Minnesota gambling control board for a lawful gambling exemption (raffle) on, at Knuckleheads Grill and Bar; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayer City Council hereby approves of the Minnesota gambling control board issuing a lawful gambling exemption to LIVIN (raffle) on June 23, 2018 at the Knuckleheads Bar and Grill and does hereby waive the 30 day waiting period which it has to object to the issuance of said exemptions.

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

Adopted by the City Council of the City of Mayer, Carver County, Minnesota, this 26th day of February 2018.

Mike Dodge, Mayor

ATTEST:

Janell Gildemeister, Deputy Clerk



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from January 18th to February 22nd (2018)

Roads

- Snow Events
 - Spread salt/sand on all intersections, curves, and hills
 - Plowed city hall, fire station, WTP, WWTP, and compost site parking lots
 - Shoveled the build-up of snow around downtown light poles as needed
- Place road salt order with Cargill

Parks

- Plowed park paths after each snow events
- Attended park board meeting on 2/13/18

Water Treatment Facility

- Took water samples for Minnesota Department of Health
 - Took all MDH water samples to UPS store in Waconia to be shipped
- Filled out annual DNR water use report for 2017
- Cleaned Aerator

Wastewater Treatment Facility

- Cleaned and rebuilt a number of digester diffusers
- Replaced four weirs for the traveling bridge filters
 - Washed down/clean influent/effluent channels for traveling bridge filters
- Replaced solenoid valve for paddle wheel mixer and grit pump
- Replaced cracked valve in clarifier building
- Changed oil, greased, and checked belts on all aeration blowers
- Defrosted diffusers in digester after decanting

Lift Stations & Collection System

Miscellaneous

- Worked on cleaning/organizing public works building in between other public works tasks
 - Painted wall brackets
 - Built half wall around upstairs mezzanine for sign storage
 - Moved shelving and storage cabinets
- Sewer back-up at Community Center
 - Snaked sewer drain in City Hall
- Removed old copier from City Hall
- Met with Caver County about GIS updates
- Attended Council meeting on 2/12/18

Equipment

- Installed new UTV snow blade on Kubota RTV
- Proposed new S650 skid loader

Safety Concerns

- No safety concerns at this time

Administrators Report – Margaret McCallum

Fire Department Interviews – The Fire Department held interviews on Tuesday for a Captain position. There were two candidates for the position. Through a selection process, Dennis Clark was chosen to fill the Captain position. Zach Stifter was offered a Lieutenant position.

Comprehensive Plan – The City Planner, City Engineer and I met with Carver County transportation on Monday to review the transportation plan for the Comprehensive Plan. They offered some suggestions to our current proposal.

Audit – I had a phone conference with Abdo, Eick and Meyer on Wednesday to review to audit report that will be presented at Monday’s City Council meeting.

NPDES Meeting – Kyle, Greg Kliver and I met with City Engineer, Dave Martini and other representatives from Bolton and Menk regarding starting the process to update the National Pollutant Discharge Elimination System Permit needed for the Wastewater Treatment Facility every 5 years.

Solar – Plan on having this discussion at the workshop for March 26, 2018. This was the date in which I could have all applicable staff available at the meeting to be able to answer questions and provide information on the topic.

Floodplain and Shoreland Management Training – On February 27, 2018, I will be attending a free training in Golden Valley to learn more about the topic of Floodplain and Shoreland Management.

GovPayNet Program – I am in the process of working with a company called GovPayNet to start doing our payments for utility billing instead of Municipay. This new program offers more efficiencies for staff in how we management payments. It also offers the ability for people to pay by card at City Hall. If you have any questions, let me know. I have contacted other cities who use the program and they say good things.

Website – The website it live! So excited for it being up and running! Still a work in progress, but I have already heard some positive feedback!

Ehlers Investments – I continue to work with Ehlers on our investment portfolio. We should hopefully have a quarterly report in March.

Special Workshop – Attorney RFP – The Attorney RFP special city council meeting was held on Wednesday, February 21, 2018 at 6:30 p.m. at City Hall. Two firms were selected and will be brought to the City Council meeting on Monday for final approval to host a “meet and greet”.

WWTP – Attached is a list of cities that will be receiving awards for their Wastewater Facility Operations. We are on there again this year!! Way to go Greg, Kyle and Brent!!



MEMORANDUM

Date: February 20, 2018
To: Mayer City Council
From: David Martini
Subject: Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk has worked for the billing period from December 16th, 2017 and January 26th, 2018:

Miscellaneous Engineering

Miscellaneous engineering included the following:

- Preparation of As-Built plans for the wetland restoration project
- Reviewing requirements for Carver County's Mitigation Plan

0.5 hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of **\$45.50**.

Comprehensive Plan Support

During the billing period, a kickoff meeting was held with the City Administrator and the City's consultant planner. Preliminary work began on map updates and review of existing documents.

TH 25 Coordination

During the billing period, time was spent reviewing the proposed project with the Planning Commission and reviewing the next steps for project development with City Staff and Mn/DOT.

Hidden Creek 7th (Pass Thru)

During the billing period, time was spent reviewing sanitary sewer televising.

Cold Water Crossing 7th (Pass Thru)

During the billing period, time was spent reviewing sign requirements for the development.

Sprint Equipment Upgrades (Pass Thru)

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

CITY OF MAYER
RESOLUTION 2-26-18-10
2018 ORGANIZATION OF THE CITY OF MAYER

WHEREAS, each year the City Council must appoint professional appointments and this was done on January 8, 2018;

WHEREAS, The Fire Department conducted interviews on February 20, 2018 to fill a vacant Captain position within the Department;

WHEREAS, a selection process was utilized using a panel including the City Administrator, a City Council member, the Fire Chief and four other Fire Department personnel;

WHEREAS, through the selection process, it was determined that the Captain position would be offered to Dennis Clark.

WHEREAS, due to a subsequent vacancy of a Lieutenant position within the Fire Department, the Fire Chief offered the Lieutenant position to Zach Stifter which is consistent with the Fire Department Policy/By-Laws.

NOW THEREFORE, BE IT RESOLVED, that the Mayer City Council appoints Dennis Clark to a Captain position and Zach Stifter to a Lieutenant position.

Passed and adopted by the City Council of the City of Mayer on this 26th day of February, 2018.

Mike Dodge, Mayor

ATTEST: _____
Margaret McCallum, City Administrator



Request for Council Action Memorandum

Item: Harassment Course

Meeting Date: February 26, 2018

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

A review and approve a method of harassment training for City employees.

Details:

Harassment Training Options

City Attorney -

I would say that it would typically take an hour of my time and therefore that is what I would charge. I would also invite the city council members to attend and the fire department members as well as all employees. Sometimes it needs to get scheduled for more than one meeting. Let me know if you need more details.

Hourly rate - \$154.00 per hour

League of Minnesota Cities – In person

\$450.00 per session (15-25 people per course).

League of Minnesota Cities – Online

\$15.00 per person.

Minnesota Safety Council – In person

\$20.00 per person.

The Personnel Committee is recommending an in person training with the League of Minnesota Cities.

The City of Watertown has expressed interest in participating in the training.

Attachments:

None.

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

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

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

TO: Mayor Dodge/ Mayer City Council
Margaret McCullough / City Administrator

FROM: Greg Kluver / Kluver Consulting

DATE: February, 2017

RE: 2017 Annual Operation Report for the Mayer Wastewater Treatment Facility.

Enclosed for review is the annual report of operation and maintenance for the Wastewater Treatment Facility as performed by Greg Kluver / Kluver Consulting and Mayer Public Works employees Kyle Kuntz and Brent Micholichuk.

In September of 2017, the latest phase of the WWTF began year 12 of operation. Since start up in 2005, the WWTF has continued to produce a high quality effluent that well exceeds the permit limits established by the MPCA. The City of Mayer and its Wastewater Facility staff has received a total of 16 Operational Awards from the MPCA and will be receiving its 17th award at the annual Wastewater Operators Conference in March of 2018.

Listed below are items of interest, such as current budget status for year end, plant removal rates, annual flows, Bio Solids removed. Required maintenance, as well as reports and sampling. Also included this year are some cost saving projects staff has researched or put in place.

General Wastewater Treatment Facility Information

1. 2017 Budget – The WWTF portion of the Sewer Budget for 2017 was \$234,778. The year end actual budget amount came in at \$210,043
2. 2017 flows to the WWTF were 54.62 MG, compared to 55.30 MG in 2016.
3. 2017 Bio Solids Disposal ---261,000 gallons, compared to 211,500 in 2016
4. 2017 Annual removal rate for B.O.D.= 99%

2017 Annual removal rate for Total Suspended Solids = 99%

5. A 20 year Capital Improvement Plan was developed for the WWTF in 2015, Capital improvements from the plan is identified in the annual WWTF Budget as listed in the Plan.

Cost Saving Projects

- In January of 2017, a proposal to install Solar Panels at the WWTF was presented to the City Council by All Energy Solar. No action was taken.
- Kyle and Brent install new door threshold in Administration building to prevent heat loss.
- Outside lighting continues to be replaced with energy efficient LED fixtures.

Maintenance and Repair at Wastewater Treatment Facility

Please note that common maintenance, reports and sampling conducted on a daily, weekly and monthly schedule are listed as such below. All other maintenance has been listed in the month it occurred on the attached repair log.

Daily

- Perform a plant walk thru as described in the daily inspection and maintenance manual.
- Wash down basins and equipment
- Document required test to MPCA supplemental report form as required by NPDES permit.

Weekly

- Conduct Total Suspended Solids and Settleability tests.
- Conduct a clarifier sludge depth measurement twice per week.
- Grease equipment as needed.
- Conduct influent and effluent sampling twice per week as required by the MPCA, submit to lab for analysis.
- Conduct eyewash system inspection in each building.

Monthly

- Conduct fire extinguisher inspections.
- Complete month end Discharge Monitoring Reports and submit electronically to MPCA.
- Test run emergency generators
- Decant supernatant from digester.

Quarterly

- Conduct Low Level Mercury sampling and submit to Lab for analysis.

Bi-Annual

- Perform spring and fall maintenance inspections of outside heating units for the Pre-Treatment and Tertiary buildings.
- All flow meters in WWTF checked for calibration as required by MPCA
- Haul Bio-Solids from Digester.
- VAC and clean Lift Station No. 2

Annually

- Prepare annual operating budget, present to City Council
- Complete and send annual Bio-Solids report to MPCA
- Complete annual Industrial Discharge report of Bio-Solids to MCEs
- Prepare annual Operation Report and present to City Council.
- Prepare and submit annual application to MPCA for WWTF Operations Award.
- Change oil and filters in all three Aeration Blowers.
- Change oil and filter on air compressor for U.V. System.
- Chlorinate media and clean both Traveling Bridge Filters.
- Perform inspection and scheduled maintenance of 425 KW Auxiliary Generator.

This concludes the annual report for the year 2017 for the City of Mayer WWTF. Kluver Consulting would like to take this opportunity to thank the City of Mayer for this past year of employment as your contract operator. I look forward to working with the City in 2018 and in future years. If there are any questions, on any aspect of the Wastewater Treatment Facility, please feel free to contact me at any time.

ATTACHMENTS

- January thru December maintenance repair log

2017 Wastewater Treatment Facility Equipment Repair log

JANUARY

- Prepare annual report to City Council
- Order parts for UV system from Xylem
- Meet with Contractors on painting of Pretreatment and Aeration basins
- Present Solar Panel Proposal to Council for WWTF

FEBRUARY

- Review spring maintenance requirements
- Work on Annual report to City Council and Present to Council
- Continue working on Paint estimates as identified in the C.I.P.
- Work on Proposals for replacement of Grit Pump in Pretreatment Building
- Review Solar Panel proposal with City Administrator and Xcel Energy

MARCH

- Present proposal for new Grit Pump at the March 13, City Council Meeting.
- Place order for new Grit Pump with Great Northern Environmental++
- Obtain quotes for new Influent Flow Meter
- Change oil, filters, greased and checked belts in all 3 Blowers.
- Change filters on dehumidifiers
- Change oil and regulator on air compressor.
- Install new brushes and turn on UV disinfection.
- Order new dehumidifier for tertiary building.
- Change filters in dehumidifier.
- Clean aeration basin ph probe.

APRIL

- Replace contact switch on UV air compressor
- Order new dehumidifier for Pretreatment building from Thermo Stor(Identified in 2017 CIP)
- Place order for new influent Mag meter, valves and pipe from Minnesota Pipe for lower level of Pretreatment Building(Identified in 2017 CIP)
- Litsau hauled out Bio-Solids to Lester Prairie
- Greg assist council with Public Works Interviews
- Owens install new thermostat for Makeup Air unit in Clarifier building
- Painting in Pretreatment building approved by Council
- Changed oil in all equipment in Pretreatment Building
- Lift station No. 2 cleaned by Overline.
-

MAY

- TruGreen sprayed around facility for dandelions.
- Greg meet with interim Administrator
- Received approval from MPCA to feed AQUABAC-XT for midge fly control.

JUNE

- Greg review Grit Pump removal and replacement with Kyle
- General repair complete installation of new influent Mag meter and piping.
- Greg work on memo to council on new pumps and valves for Lift station No. 2 (Identified in the 2017 CIP.)
- Install new salt bridges on Aeration Basins No. 1&2.
- Replace effluent sampler hose
- County mower around EQ Basin.
- A-1 electric wired new Influent Mag meter.
- MPCA conducted inspection of the WWTF
- Installed caulking around doors for Motor Control room.

JULY

- Rice Lake Construction remove and replace Grit Pump
- Greg assists Kyle on force main location in front of WWTF for Co. Rd 30. Reconstruction.
- Replace packing on Grit Screw.
- B&B completed painting of piping and walls in Pretreatment Building lower level.

AUGUST

- Test Gate valves to EQ Basin
- Order Flammable Waste Cabinet from Grainger and install
- Begin working on 2018 WWTF Budget
- Change air filter in Blower room
- Have Victoria Repair build new stainless weir plates for Traveling Bridge Filter inlet and outlet.
- Order new ph and DO controller for north Aeration Basin (identified in 2017 CIP)

SEPTEMBER

- Quality Flow Systems replaced Lift Station No.2 Pumps and check valves as identified in the 2017 CIP.
- Meet with Carver Co. on relocation of WWTF fence along Co Rd. 30
- Ideal Services replace VFD's for R.A.S pump No. 2 and W.A.S. pump.
- Order new probe for Influent ph meter
- Replace effluent sampler hose.
- Conduct Tour of WWTF with New City Administrator

OCTOBER

- Continue work on 2018 Budget
- Replace battery in Auto Dialer
- Set up new file cabinet in office
- Owens conducts Bi Annual inspection of Makeup Air Units.
- Litsau haul out Bio Solids to Lester Prairie
- Power outage at WWTF at 1:00pm on October 27th
- Carver Link internet connection activated

NOVEMBER

- Meet with City Administrator on WWTF Budget
- Calibrate ph meters on Aeration Basins

DECEMBER

- Test run Waste Lift station
- Order 2 ph probes, sampler tubing, TSS filters from Hach Co.
- Conduct Bi Annual calibration of all meters.
- Clean air nozzles in Digester Building
- Change air filter in Clarifier Building
- Power outage at WWTF at 12:45am, back on at 3:30pm.
- Present Makeup Air Unit proposal for clarifier Building at Council meeting.
- Troubles shoot problems with connection of dialer to Lift Station No. 2. Had to replace fiber lines and also power supply at Panel A.
- Replace DO sensor caps on both Aeration Basins.

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 26 th 2018				
Item Name:	Sanitary Lift Station #1 Pump Replacement				
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

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

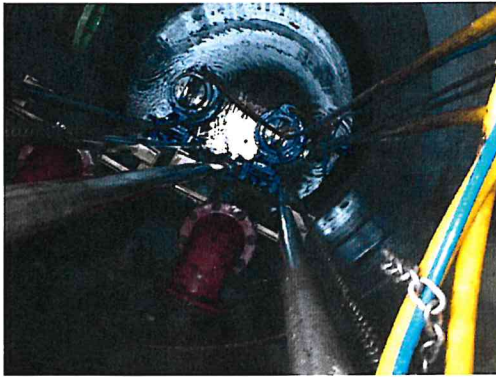
A motion approving the purchase of a new KSB 20hp pump for sanitary lift station #1

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

Staff is proposing the purchase of a new KSB 20HP pump for sanitary lift station #1 from Quality Flow Systems in the amount of \$15,440.00. The lift station is outfitted with two 20HP pumps that pump all of the city's wastewater 1.5 miles to the wastewater treatment facility. In 2017, City Council approved the purchase of a 20HP pump to replace pump #2. However, during the yearly service checks it was found that pump #1 had more significant issues than pump #2.

The new pump will replace pump #2 since pump #1 was replaced last year. Currently, the impellor in pump #2 has significant wear and tear, which results in poor pumping rates overall. The new KSB pump is the same make and model of the city's current KSB pump, so the installation will be quick and easy. Pump #2 has about 12,000hrs of runtime and is about 17 years old.

All of the City's wastewater flows to this lift station and from there it is pumped to the wastewater treatment plant. It is a poor design overall, because it causes all of our eggs to be in one basket. **It is absolutely critical that this lift station operates at its highest potential 24/7 365 days a year.**



FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
Capital Outlay: \$15,500

Budget Information:
 Budgeted
 Non Budgeted
 Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Other _____

Approved _____ **Denied** _____
Resolution No. _____

Tabled _____ **Other** _____
Ordinance No. _____

QUALITY FLOW SYSTEMS, INC.

800 6th Street NW
New Prague, MN 56071

Phone(952)758-9445
Fax(952)758-9661

February 5, 2018

TO: City of Mayer

Subject: Replacement Pump

Dear Kyle;

Please find below our proposal to furnish and install a new replacement pumps.

Replacement Pump:

- One (1) "KSB" Model KRT K100-316/164X, 20hp, 460/3 phase heavy duty submersible pump
complete with the following:
- 4" base discharge elbows
 - Guide claw
 - 65' of power cord
 - Stainless steel lifting handle
- One (1) Labor to deliver and install

Total Installed Price - - \$15,440.00

Delivery: 20 - 22 weeks

If you have any questions please let me know.

Thanks

Jim Pettit

Jim Pettit