



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 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. March 12, 2018 City Council Minutes
 - B. Claims
 - C. Staff Reports
 1. Public Works Report
 2. City Administrator Report
 3. City Engineer Report
 4. Sheriff's Department Report
 5. Fire Department Report
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 - A. Fire Department
 1. Joint Powers Agreement – Resolution 3-26-18-11
 2. Contract for Firefighting Turnout Gear
 3. Contract for Turnout Gear Cleaning, Inspection and Repair Services
 - B. Administrative
 1. Solar Farm Discussion
 2. Court Date Services Subscriber Amendment to CJDN Subscriber Agreement
 - C. Public Works
 1. Well #2 Replacement
 2. Well #1 Inspection
- 7. City Council Reports**
- 8. Other Business**

9. Upcoming Meetings & Events

10. For Your Information

- A. March 13, 2018 Personnel Committee Meeting Minutes
- B. March 13, 2018 Park Commission Meeting Minutes

11. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – MARCH 12, 2018

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

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

ABSENT: None

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Ivan Raconteur

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Stieve-McPadden to approve the agenda with two additions; Discussion on City Code and Discussion on City Attorney meet and greet; and the removal of Waste Water CIP. The motion was seconded by Council Member McNeilly. Motion Carried 5/0

PUBLIC COMMENT

Don Wachholz, 400 Ash Ave S, stated he was concerned that the residents of Mayer should be notified about upcoming parking ordinance changes. He stated that these changes could affect a large population of residents and would like to see the City take extra measures to inform its residents.

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member McNeilly to approve the Consent Agenda with corrections to February 26, 2018 Regular Council Meeting Minutes and corrections to March 6, 2018 City Council/Planning Commission Joint Meeting Minutes. Motion Carried 5/0.

1. Approve Minutes of the February 26, 2018 Regular Council Meeting.
2. Approve Minutes of the February 26, 2018 Council Workshop Meeting.
3. Approve Minutes of the February 27, 2018 EDA Meeting.
4. Approve Minutes of the March 6, 2018 City Council/Planning Commission Joint Meeting.
5. Approve Claims March 2018. Check Numbers: 21368-21369, 21373-21376, 21401-21409, 21427-21428, 21430-21444

Mayor Dodge stated that moving forward he would like to structure the Consent Agenda section of Agenda to list only "Draft" minutes that have been previously approved by Commissions and Committees and that other "Draft" minutes listed that haven't been approved yet be placed under For Your Information section of Agenda.

CITY ADMINISTRATOR

1. **Approve Rate Study with Abdo, Eick, and Meyers LLP** – Council reviewed a proposal from Abdo, Eick, and Meyers LLP for a Utility Rate Study. The rate study will include the evaluation of Wastewater, Water and Storm Sewer operational and infrastructure expenditures-both current and projected to determine the impact of future rate adjustments on the users of the system. The goal of the evaluation will be to evaluate the current rate structure based on existing debt and future projects that are outlined in the City's Capital Improvement Plan and by providing the City with a summary of rates over the past 10 years and examining a potential savings by eliminating the \$300,000 levy. The Utility Rate Study cost to the City is \$8,000.00. A MOTION to approve Rate Study with Abdo, Eick, and Meyers LLP for the amount of \$8000.00 was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion carried 5/0.

2. **Discussion on Audit Update** – City Administrator shared revised practices and procedures instituted to address audit concerns recommended in the final 2017 Audit. Mayor Dodge requested City Administrator track progress and schedule quarterly meetings with Staff.

3. **Approve 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**
 On March 6, 2018 Planning Commission/Council met in a joint session to further review amendments to the C-1 General commerce district and C/I Commercial/Industrial district to allow for more uses. At that meeting the main discussion centered on the currently allowed sexually oriented businesses as an accessory use in the C-1 and C/I district and as a conditional use in the C/I district. There was additional discussion on having a minimum distance to sexually oriented business from schools, religious institutions, public parks, or residentially zoned areas. A consensus agreement to remove sexually oriented businesses as an accessory use in the C-1 district was made and the possibility of amending Chapter 114 in the future; the chapter that regulates sexually oriented businesses.
 A MOTION to approve Ordinance 218 was made by Mayor Dodge and seconded by Council Member Boder. Motion carried 4/1 *Council Member Butterfield a nay because she wanted further review from the attorney.*

4. **Discussion on Meet & Greet RFP for City Attorney** – Council Member Stieve-McPadden asked the Council why Melchert Hubert Sjodin PLLP was not included on the list for the Meet & Greet for City Attorney. Mayor Dodge clarified that the previous motion (February 26, 2018) was only for Kennedy & Graven Chartered and Ratwik Roszak & Maloney P.A. Some Council Members stated that Melchert Hubert Sjodin PLLP did not provide a relevant proposal sending the impression that they did not take the City Attorney appointment seriously.

Discussion on Code Enforcement of Sidewalk Shoveling –Council Member Butterfield addressed the Council with concerns about code enforcement of sidewalk shoveling by and referenced Chapter 94 of the City Code

94.01 CLEARING AND CLEANING SIDEWALKS

(A) *Clearing of sidewalks.* The owner and the occupant or other person in control of any property adjacent to a public sidewalk shall use diligence to keep the walks safe for pedestrians and clear of all snow, ice, dirt and rubbish. No person shall allow snow, ice, dirt or rubbish to remain on the sidewalk longer than 24 hours after its deposit thereon or after the snow has ceased to fall.

(B) *Cleaning by city.* Whenever any sidewalk has not been cleared as required by this section, the Street Commissioner may give written notice to the owner, occupant or other person in control of the property demanding that the sidewalk be cleaned within 24 hours or a lesser time as the Commissioner may determine is necessary for protection of the public health and safety. No notice shall be required respecting the clearing of snow from a sidewalk. If the sidewalk is not cleared within the time required, the Street Commissioner may have the sidewalk cleared and the owner of the property shall be responsible for all costs and expenses of clearing the sidewalk. If the owner fails to make payment within ten days of billing, the cost shall be taxed against the property provided by law.

The cost to the property owner for the clearing of sidewalks by City Staff is \$60.00 per hour.

A MOTION to start enforcement of City Code 94.01(b) at a rate of \$60.00 per hour was made by Council Member Butterfield and seconded by Council Member Boder. After further discussion on who will perform the duties of code enforcement and better methods to inform and educate the residents, Council Member Boder withdrew his motion. Motion failed 1/4. *Mayor Dodge, Council Members Boder, McNeilly, and Stieve-McPadden a nay.*

Mayor Dodge proposed further discussion on Code Enforcement should be added to a future Work Session.

COUNCIL REPORTS

- Council Member Butterfield reported that she spoke to MNdot about the status of the installation of the 30 mph speed limit sign on Hwy 25. MNdot stated that the work order was in and installation will take place in the next 30 days.

CLOSED SESSION 7:22 p.m.

Council went into closed session for the City Administrator Review.

A MOTION to close Closed Session and resume Regular Council Meeting at 8:45 p.m. was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield. Motion carried 5/0.

Mayor Dodge gave a summary of the City Administrators Performance Review stating that Margaret McCallum overall is doing an outstanding job and the City appreciates all her hard work.

ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden to adjourn the meeting at 8:50 p.m. Motion Carried 5/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MARCH 23, 2018 ACCOUNTS PAYABLE

Alexandria Fire Conference	Training – F.D.	\$175.00
AME Electric Inc	Repairs and Maintenance	\$825.00
Brent Micholichek	Mileage Reimbursement – Conference – March	\$66.36
Emergency Response Solutions	PPE Purchase – Helmets, Coverall	\$9,877.99
Guardian Pest Contol	Pest Control Services – C.H.	\$42.15
Greater MN Communications	Decals – Bobcat	\$68.00
Janell Gildemeister	Travel Reimbursement	\$60.00
Jefferson Fire & Safety	36 Hoods	\$3,060.00
Kjolhaug Environmental Services	Meeting at C.H. about wetland	\$240.00
Kliver Consulting	March – 1-15	\$900.00
Kyle Kuntz	Mileage Reimbursement – Conference – March	\$127.31
McLeod Coop	City Sign	\$37.10
McLeod Coop	Street Lights	\$708.39
Metro West Inspections	Final Permits – Jan 2018	\$2,196.68
Mobile – Exxon	Fuel	\$603.92
MSFCA	FD Dues	\$235.00
Municipal Development Group	Planning & Zoning	\$738.46
Tom Goepfert	On Call Pay	\$100.00
UFC Farm Supply	Operating Supplies – P.W.	\$170.99
Utility Consultants	WTP & WWTP Chemicals	\$2,093.20
Visa	New Equipment – Tool Box	\$2,099.99
	Office Supplies	\$90.45
	Postage	\$158.72
	Monthly Dues	\$13.98
	Repairs & Maintenance	\$111.21
	DNR MPARS	\$524.01
Xcel Energy	Street Lights	\$1,857.70
TOTAL		\$27,081.61

APPROVAL _____



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from February 23rd to March 19th (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
- Received road salt order from Cargill (moved into salt storage building)
- Hauled large snow piles away from intersections
- Hung road restriction signs

Parks

- Plowed park paths after each snow event
- Attended park board meeting on 3/13/18

Water Treatment Facility

- Took water samples for Minnesota Department of Health
 - Took all MDH water samples to UPS store in Waconia to be shipped
- Talked with Their Well about well repairs

Wastewater Treatment Facility

- Cleaned and rebuilt a number of digester diffusers
- Greased blower room exhaust fan and replaced filters
- Defrosted diffusers in digester after decanting
- Installed UV Bulbs for disinfection season
- Replaced air bags on traveling bridge filters
- Drained, disinfected, and level media on both traveling bridge filters
- Filled out EDMR's
- Changed oil in paddle wheel mixer and clarifier motors

Lift Stations & Collection System

Miscellaneous

- Worked on cleaning/organizing public works building in between other public works tasks
 - Received new tool chest
- Attended the Minnesota Rural Water Conference in St. Cloud
- Attended Carver County storm water training in Chaska
- Attended safety training in Waconia
- Attended City Council meeting on 2/26/18
- Took down winter banners and hung summer banners on downtown light poles

Equipment

- Tuned-up old generator

Safety Concerns

Administrative Report

Attorney RFP Meet and Greet – Reminder - It's confirmed that we will be having the RFP Meet and Greet on Thursday, March 22, 2018 at 6:00 p.m. at City Hall. I hope this works for everyone. Let me know if not.

Harassment Course – I have some tentative dates scheduled for April!! I am reaching out to the Fire Department, Public Works and Admin. Staff to get it on their schedules. So far, I believe New Germany and Watertown are going to team up with us on this.

Administrative Study – Staff will be returning their questionnaires to me next week. I will then provide David Drowns with all the documentation they need to perform the study.

“Open To Business” & Carver County Community Development Agency – I met with some representatives from these two organizations this week. They provide wonderful resources to local businesses to support all levels of business in their operations, etc. They also help provide the City support to try and attract business to the community. I invited them to speak at an upcoming EDA meeting to talk to the EDA about what services they offer.

Laserfische - I met with some representatives from OPG3 about possibly purchasing Laserfische in the future for the City of Mayer Administrative Staff and Public Works. I think we should try and budget in 2019 this item. I think it would be very beneficial for the City to start digitalizing documents. Something to look into.

Verizon – Phones – I am finally in the final stages of getting phones for myself and Public Works. It has been quite a process, but we should be all set to go in the next couple weeks.

Sincerely,
Margaret McCallum



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: March 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 during the billing period from January 27th to February 23rd, 2018:

Miscellaneous Engineering

Miscellaneous engineering included the following:

- Reviewing the City's Land Alteration Ordinance with City Staff
- Address Map updates
- Reviewing the City's Well Head Protection Plan
- Coordination with City Staff for the NPDES permit renewal for the waste water treatment plant
- Reviewing the history of park dedication fees for the Cold Water Crossing Development
- Reviewing the schedule for the 2018 street condition evaluation and recommendations

3 hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of \$297.

Comprehensive Plan Support

During the billing period, work continued on the Storm Water Management, Water Supply, and Transportation portions of the plan.

TH 25 Coordination

During the billing period, time was spent working with Mn/DOT to coordinate a meeting with adjacent property owners and discussing next steps for project development.

Hidden Creek 7th (Pass Thru)

During the billing period, time was spent reviewing street light spacing and correspondence with the developer.

Cold Water Crossing 7th (Pass Thru)

During the billing period, time was spent reviewing the condition of the site.



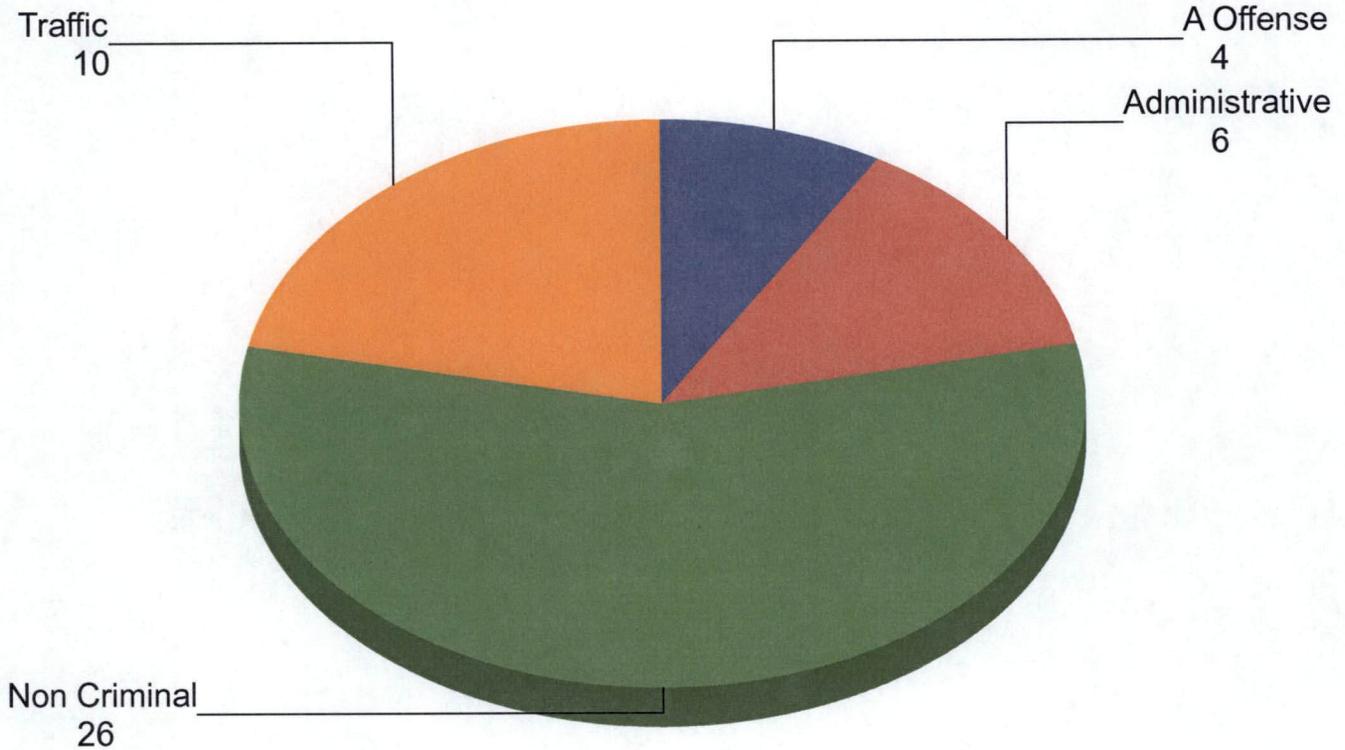
City of Mayer

February - 2018



Carver County Sheriff's Office
Monthly Calls for Service
From: 02/01/2018 To: 02/28/2018

Mayer City



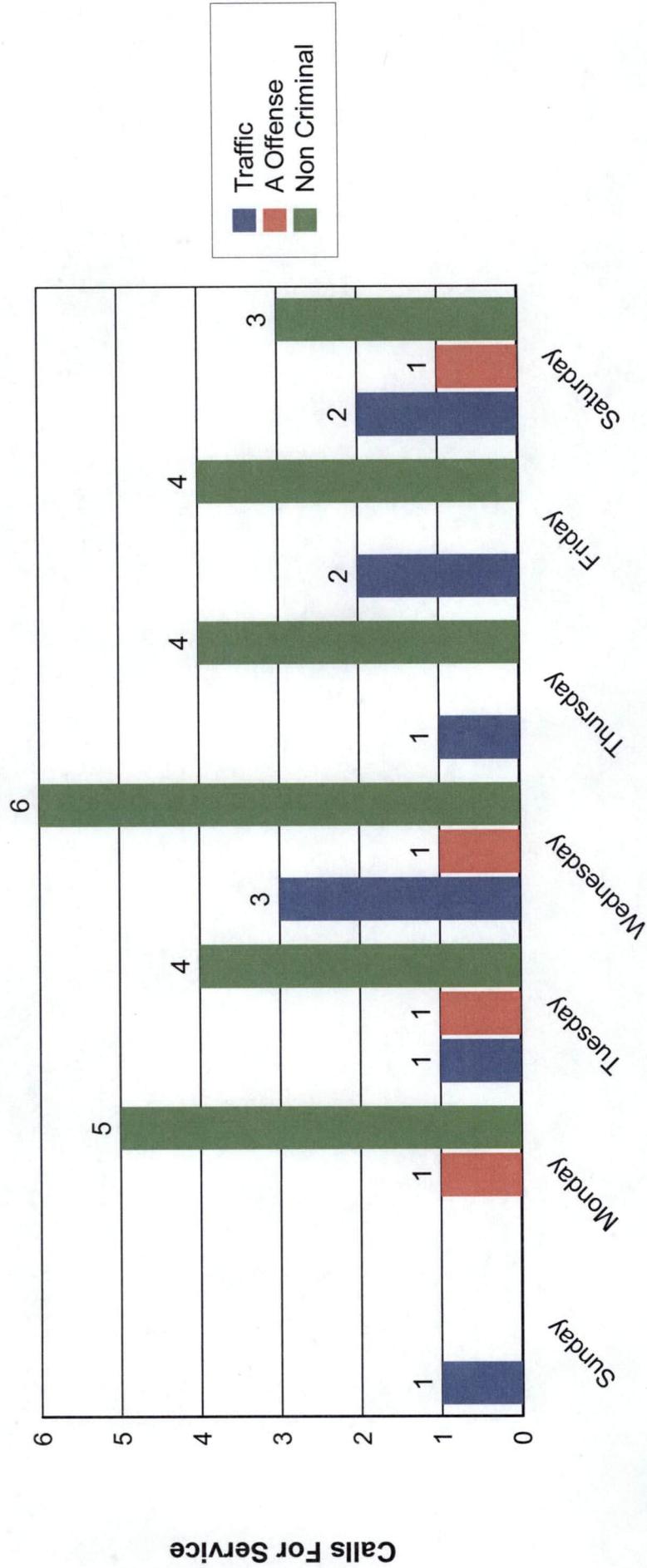
Total A Offense:	4
Total Non Criminal:	26
Total Traffic:	10
Total Administrative:	6

Total Mayer City: 46



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 02/01/2018 To: 02/28/2018

Mayer City

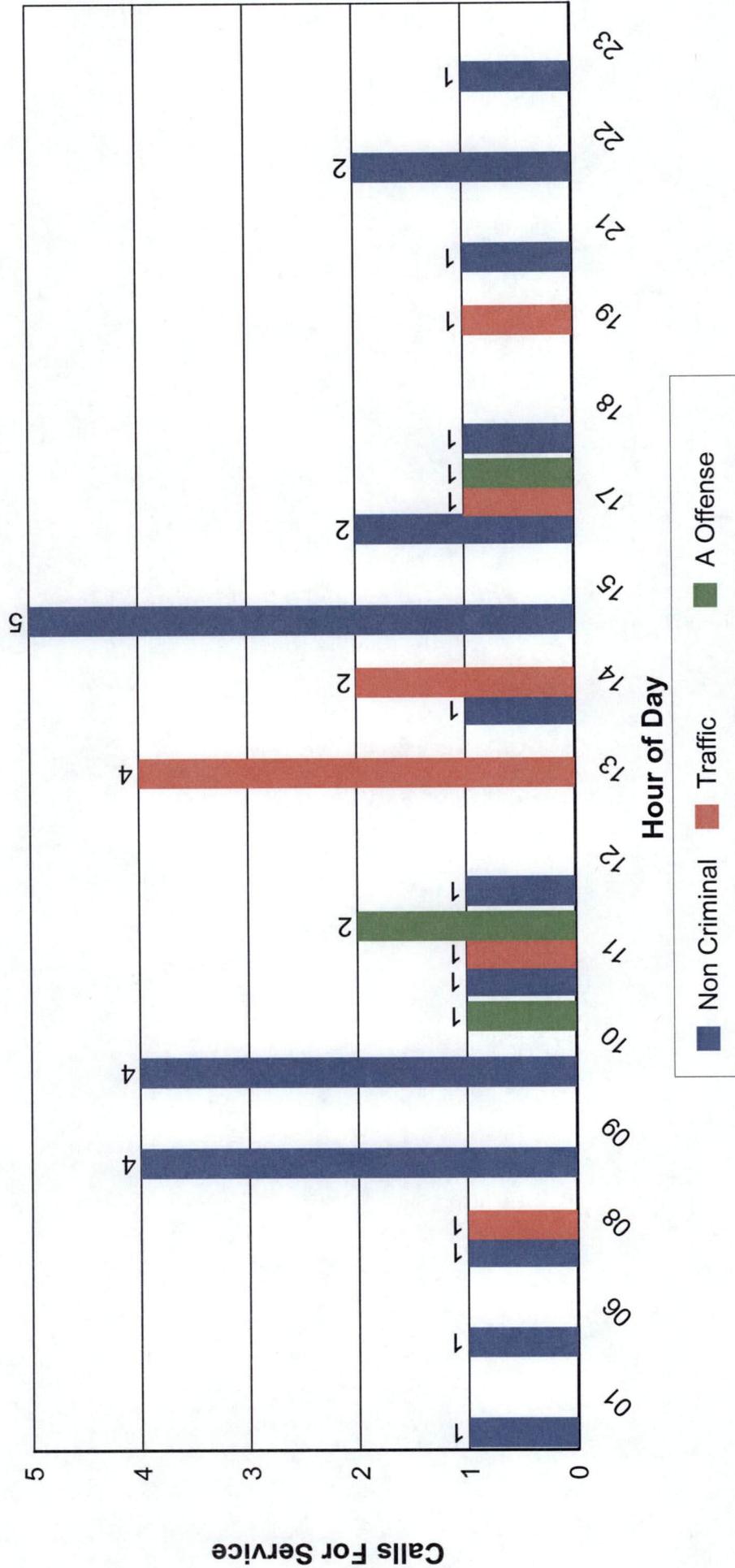


Total Mayer City: 40



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 02/01/2018 To: 02/28/2018

Mayer City



Total Mayer City: 40



**Carver County Sheriff's Office
Monthly Calls for Service
From: 02/01/2018 To: 02/28/2018**

Mayer City

Patrol

A Offense

Assault	1
Burglary	1
Theft	1
Fraud	1
Total A Offense:	4

Non Criminal

Misc Non-criminal	4
Alarm	1
Domestic	1
Abuse/Neglect (Info Only)	5
Animal	2
Medical	3
House Check	1
Assist Other Agency	1
Civil Process	3
Snowmobile	1
Suspicious Activity	3
Disturbance (Info Only)	1
Total Non Criminal:	26

Traffic

Traffic Stop	9
Pd Accident	1
Total Traffic:	10

Total Patrol: 40

Administrative

Administrative

GunPermit-Acquire	1
GunPermit-CarryNew	1
GunPermit-CarryRenew	2
Lic - Liquor	2
Total Administrative:	6

Total Administrative: 6

Total Mayer City: 46



Carver County Sherff's Office
Arrest Summary
For: Mayer City
From: 02/01/2018 To: 02/28/2018

Mayer City

13B - Simple Assault

Totals for Mayer City

Total Charges

Total Arrestees

Total Incidents

1

1

1

1

1

1



**Carver County Sheriff's Office
Verbal Warnings
From: 02/01/2018 to 02/28/2018**

Mayer City

Traffic Stop:	9
Grand Total Verbal Warnings:	9



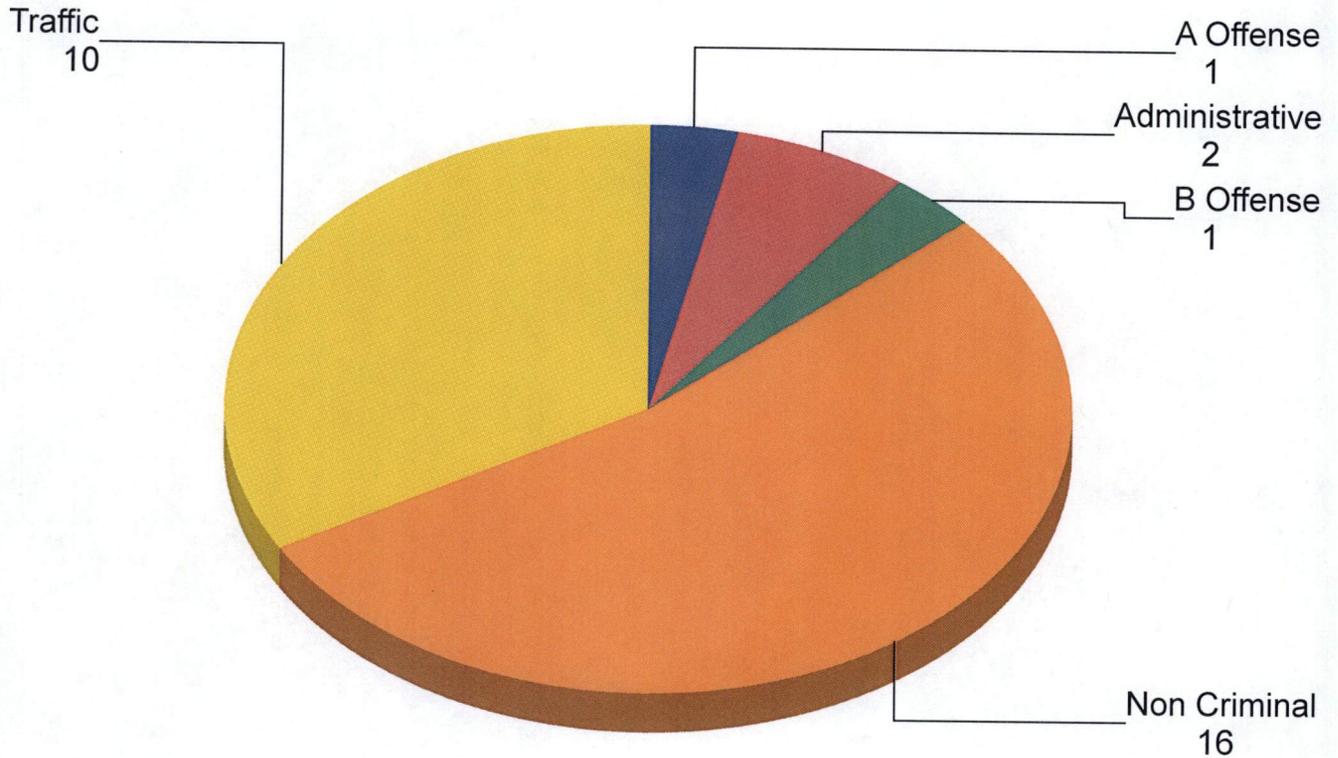
City of Mayer

February - 2017



Carver County Sheriff's Office
Monthly Calls for Service
From: 02/01/2017 To: 02/28/2017

Mayer City



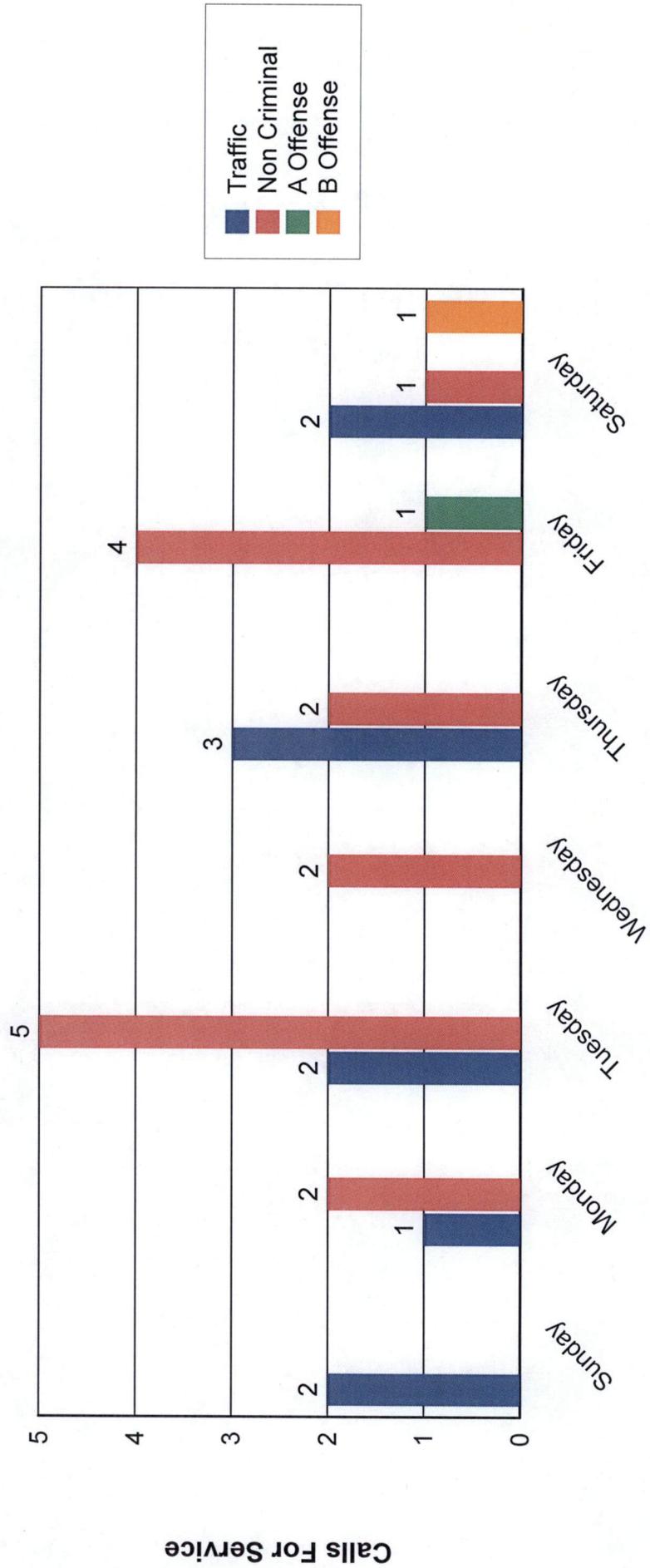
Total A Offense:	1
Total B Offense:	1
Total Non Criminal:	16
Total Traffic:	10
Total Administrative:	2

Total Mayer City: 30



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 02/01/2017 To: 02/28/2017

Mayer City

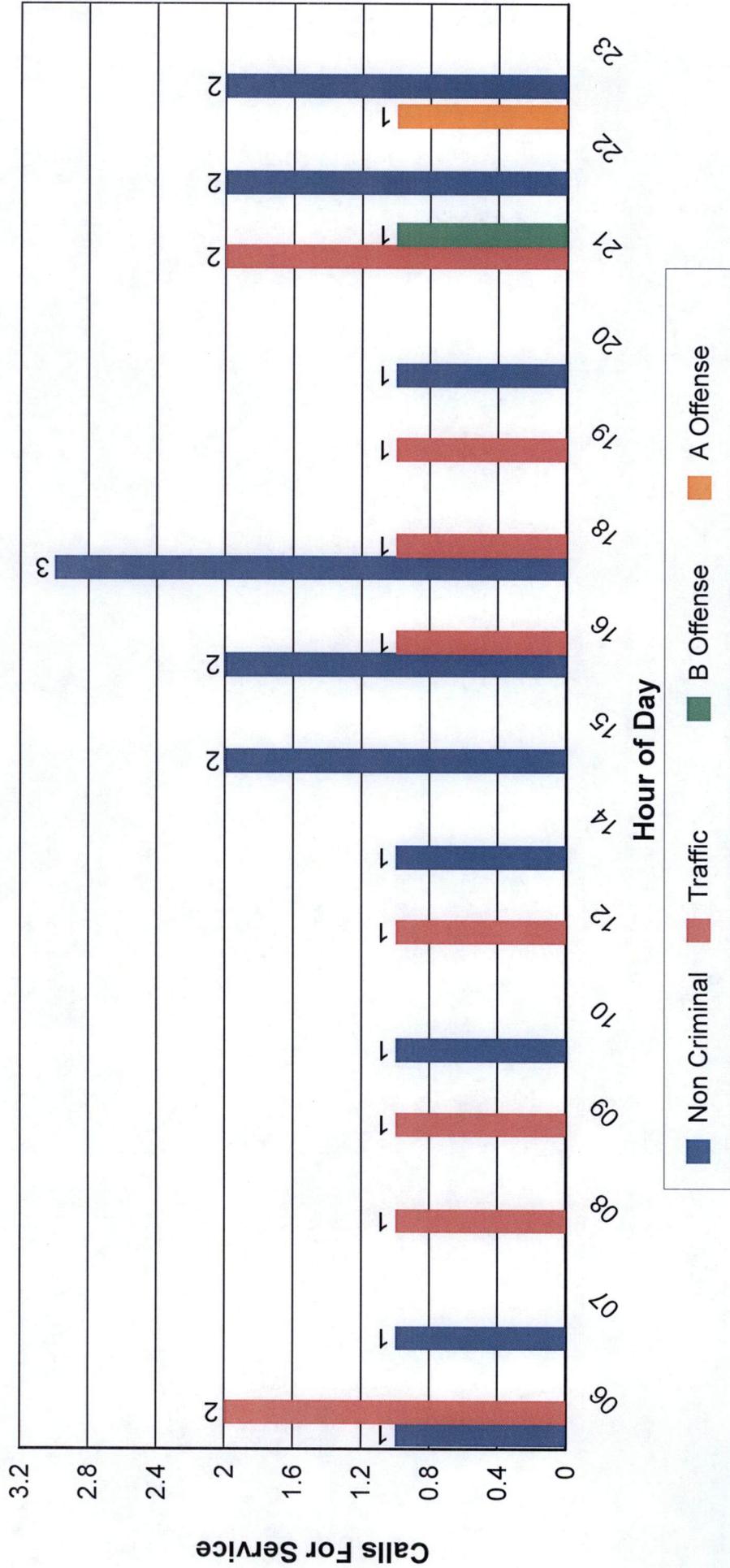


Total Mayer City: 28



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 02/01/2017 To: 02/28/2017

Mayer City



Total Mayer City: 28



Carver County Sheriff's Office
Monthly Calls for Service
From: 02/01/2017 To: 02/28/2017

Mayer City

Patrol

A Offense

Drug Violation	1
Total A Offense:	<u>1</u>

B Offense

Traffic - alcohol Rel	1
Total B Offense:	<u>1</u>

Non Criminal

Misc Non-criminal	5
Abuse/Neglect (Info Only)	1
Animal	1
Medical	5
Assist Other Agency	1
Fire Call	1
Disturbance (Info Only)	2
Total Non Criminal:	<u>16</u>

Traffic

Traffic - Misc	2
Traffic Stop	8
Total Traffic:	<u>10</u>

Total Patrol: 28

Administrative

Administrative

GunPermit-Acquire	1
GunPermit-CarryRenew	1
Total Administrative:	<u>2</u>

Total Administrative: 2

Total Mayer City: 30



Carver County Sherff's Office

Arrest Summary

From: 02/01/2017 To: 02/28/2017

Mayer City

35A - Drug/Narcotic Violations	1
35B - Drug Equipment Violations	1
90D - Driving Under the Influence	3
90G - Liquor Law Violations	2

Total Number of Charges Involving All Arrests:	7
Total Number Individuals Arrested:	4
Total Incident With Arrests:	2



**Carver County Sheriff's Office
Verbal Warnings
From: 02/01/2017 to 02/28/2017**

Mayer City

Animal:	1
Traffic Stop:	8
Grand Total Verbal Warnings:	9

Date: March 9, 2018

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 02/28/18

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
02/03/18	0919	Hollywood	Car Crash, Co Rd 23 & Hwy 7	14
02/09/18	1842	Waconia	Car Crash, Hwy 25 & 74 th St	16

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
02/08/18	1755	Medical, 2221 Coldwater Crossing	10
02/23/18	1916	Mutual Aid Watertown, 401 Carter St NE	22
02/28/18	0852	Medical, 2308 Coldwater Crossing	10

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 02/28/18

02/05/18	Regular Meeting
02/12/18	Training – Medical Testing for EMR & Right To Know
02/20/18	Selection for Captain 4
02/22/18	Chief Meeting with Mayor



Request for Council Action Memorandum

Item: Joint Powers Agreement – Fire Department – Resolution 3-26-18-11
Contract for Firefighting Turnout Gear
Contract for Turnout Gear Cleaning, Inspection and Repair

Meeting Date: March 26, 2018

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

A discuss and approve a Joint Powers Agreement for the purchasing of Public Safety Equipment. If approved, to review and approve the contract for firefighting turnout gear with Morning Pride Manufacturing LLC and the contract for Turnout Gear for cleaning, inspection and repair service with Gear Wash LLC.

Details:

The City of Mayer Fire Department has budgeted for the replacement of turnout gear. The budgeted amount for 2018 is \$100,000.00.

Upon further research by the Fire Chief, the City's Fire Department has the opportunity to participate in a Joint Power Agreement that would be no cost to the City of join or maintain membership that would assist in the purchasing of turnout gear.

Cities are required to follow competitive bidding as stated in Minnesota Statute, section 471.345 if at \$100,000.00 or more. One exception for competitive bidding is through cooperative purchasing. This means that the City can enter into Joint Power Agreements to purchase items through the JPAs competitive bid price that usually come in lower than if the City were to get quotes independently.

The JPA is currently utilized by 28 other cities/fire departments throughout Minnesota. It allows for members to take advantage of competitively bid pricing for turnout gear.

If the City approves the JPA, the turnout gear (34 pieces) could be purchased for \$72,810.32 with a maintenance agreement for \$2,087.92. To be a part of the JPA, the Department would have to have a maintenance plan.

Without the agreement, the same equipment would cost \$76,916.50 with a maintenance agreement for \$2,210.00. A Difference of \$4,238.58.

The Department is looking at PBI turnout gear instead of a cheaper AP gear because it offers greater heat and flame protection, comfort and flexibility in a lightweight fabrics. AP would be a total of \$64,805.70.

If the JPA is approved by the City, it needs to be done by resolution.

In addition, if the JPA is approved, the contracts for turnout gear purchasing and cleaning and maintenance have to also be approved to initiate the purchasing and service agreements for the turnout gear.

Attachments:

Resolution 3-26-18-11 Authorizing entering into a Joint and Cooperative Agreement For
Purchasing of Turnout Gear

Joint Powers Agreement

Cost Sheet

PBI Turnout Gear Information

Contact for Turnout Gear Purchasing – Morning Pride

Contract for Turnout Gear Cleaning, Inspection and Repair

THIRD AMENDED AND RESTATED JOINT & COOPERATIVE AGREEMENT FOR PUBLIC SAFETY PURCHASING

1. Purpose

This Agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of governmental powers common to contracting parties. The intent of this Agreement is to make available joint public safety purchasing and leasing to the governmental agencies who are parties to this Agreement. The intent of this agreement is to also replace and rescind the Amended and Restated Joint & Cooperative Agreement For The Acquisition and Use of SCBA executed and approved by the parties in March, April and May, 2009, and the Second Amended and Restated Joint & Cooperative Agreement For The Acquisition and Use of Firefighting Equipment executed and approved by some or all of the parties in August and September 2010 ("Prior Agreements").

2. Parties

The initial parties to this Agreement are the cities of Bloomington, Brooklyn Park, Eden Prairie, Edina, Hopkins, Saint Louis Park, and Minnetonka, all of which are municipal corporations and subdivisions of the state of Minnesota. Additional governmental agencies may become parties to this Agreement by adopting a resolution approving this Agreement and sending an original execution page and a certified copy of the resolution to the secretary of the Operating Committee established below. The secretary of the Operating Committee must maintain a current list of the parties to this Agreement and must notify the contact person for each party whenever there is a change in the parties to this Agreement.

3. Operating Committee

3.1. Creation.

There will be an Operating Committee (the "Committee") to administer this Agreement. The Committee will consist of one representative appointed by each of the parties to the Agreement. In the absence of a specific appointment, a party's representative will be its fire chief. Each member of the Committee is entitled to one vote.

3.2. Procedural Rules.

The Committee must adopt procedural rules to govern its operations.

3.3. Officers.

The Committee will select from its members a chair to conduct meetings, a vice-chair to act in the place of the chair, and a secretary to keep the records of the Committee.

3.4. Powers, Duties.

The Committee has the authority and responsibility to administer this Agreement on behalf of the parties and to take all necessary actions allowed by law to implement its terms.

4. Procedures

4.1. Acquisition.

The Committee will take the necessary actions for obtaining contracts for the purchase or lease of public safety uniforms, supplies, equipment, and other items, and for contracting for services, as selected by the Committee. The Committee will comply with the Municipal Contracting Law, including the preparation of specifications and requests for proposals. The Committee will designate one of the member parties to act as the lead agency for selecting the contractor for a contract, based on the recommendation of the Committee.

4.2. Contract Terms.

The contract with each selected contractor (the "Contract") must provide that each party to this Agreement will have the option to order items directly from each selected contractor and make payments directly to the contractor. No party will have any responsibility for paying for the items ordered by any other party. When appropriate, the Contract may include an option for the contractor to maintain and certify designated equipment. The Contract must provide the terms of payment to the contractor for this service.

4.3. Rules for Use.

When appropriate, the Committee will establish rules and procedures for the parties' use of items acquired pursuant to this Agreement, including determining the responsibility for damage to, or loss of, the items.

5. Responsibility for Employees

All persons engaged in the work to be performed by a party under this Agreement may not be considered employees of any other party for any purpose, including worker's compensation and other claims that may or might arise out of the employment context on behalf of the employees. All claims made by a third party as a result of any act or omission of a party's employees while engaged on any of the work performed under this Agreement are not the obligation or responsibility of any other party. Each party is responsible for injuries or death of its own

personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services under this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

6. Indemnification

Each party agrees to defend, indemnify, and hold harmless the other parties against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the party and/or those of its employees or agents. Under no circumstances, however, may a party be required to pay on behalf of itself and another party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for two or more parties may not be added together to determine the maximum amount of liability for one party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

7. Duration

This agreement will be in force from the date of execution by at least two parties and notification to the secretary of the Operating Committee. Any party may withdraw from this Agreement upon 30 days written notice to the other party or parties to the Agreement. Upon execution of all of the parties to the Prior Agreements, the Prior Agreements will terminate.

8. Execution

A separate execution page is provided for each party.

[Signature pages follow]

**Execution Page for the
Third Amended and Restated Joint & Cooperative Agreement
For Public Safety Purchasing**

The party listed below has read, agreed to and executed this Agreement on the date indicated.

Date _____

Entity _____

By _____

Title _____

And _____

Title _____



RESOLUTION 3-26-18-11

RESOLUTION AUTHORIZING ENTERING INTO A JOINT AND COOPERATIVE AGREEMENT FOR PURCHASING OF TURNOUT GEAR

WHEREAS, Minnesota Statute 471.59 authorizes local units of government to enter into Joint and Cooperative Agreements of governmental powers common to the contracting parties. The intent of this agreement is to make available the purchasing of turnout gear for the Mayer Fire Department.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Mayer does hereby approve the Joint and Cooperative Agreement for the purchasing of turnout gear.

NOW, BE IT FURTHER RESOLVE that the Mayor and City Administrator are authorized to execute said Joint and Cooperative Agreement on behalf of the City of Mayer and the Mayer Fire Department.

Mayor, Mike Dodge

ATTEST:

City Administrator, Margaret McCallum

MAYER FIRE - TOURN OUT GEAR

	SETS	PRICE	TOTAL
MORNING PRIDE TAIL ARMOR AP TURNOUT GEAR	34	\$ 1,906.05	\$ 64,805.70
			\$ -
MORNING PRIDE TAIL PBI MAX GOLD TURNOUT GEAR	34	\$ 2,262.25	\$ 76,916.50
			\$ -
OUR OWN CONTRACT GEAR WASH CLEANING AND CERTIFYING	34	\$ 65.00	\$ 2,210.00
			\$ 79,126.50
JOINT & COOPERATIVE AGREEMENT			\$ -
MORNING PRIDE TAIL PBI MAX GOLD TURNOUT GEAR	34	\$ 2,141.48	\$ 72,810.32
CLEANING CONTRACT	34	\$ 61.40	\$ 2,087.60
			\$ 74,897.92



WHY PBI?



Because you can count on it, when it matters most.

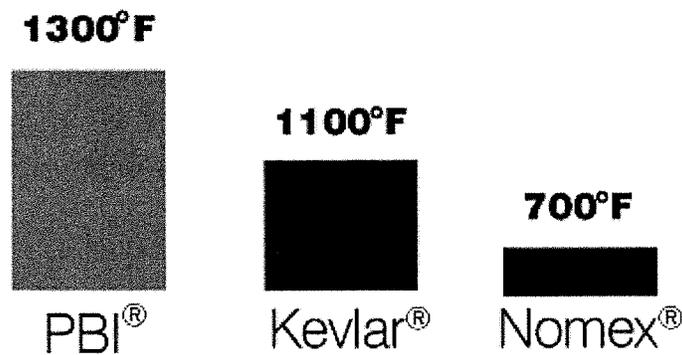
PBI provides exceptional firefighter materials which offers heat and flame protection, comfort and flexibility in a lightweight portfolio of premium high-performance fabrics. The performance characteristics of turnout gear are determined by the choice of combined fabric components. Each layer serves specific functions and, as a composite, is expected to provide you with superior heat and flame protection while maximizing mobility and flexibility.

PBI ADVANTAGES:



High Flame Resistance

This dynamic flame-test video demonstrates the time it takes for an outer-shell fabric to break down. As you can see, the Nomex/Kevlar blend breaks down at about five seconds, while the PBI-blended fabric lasts for a full 29 seconds.



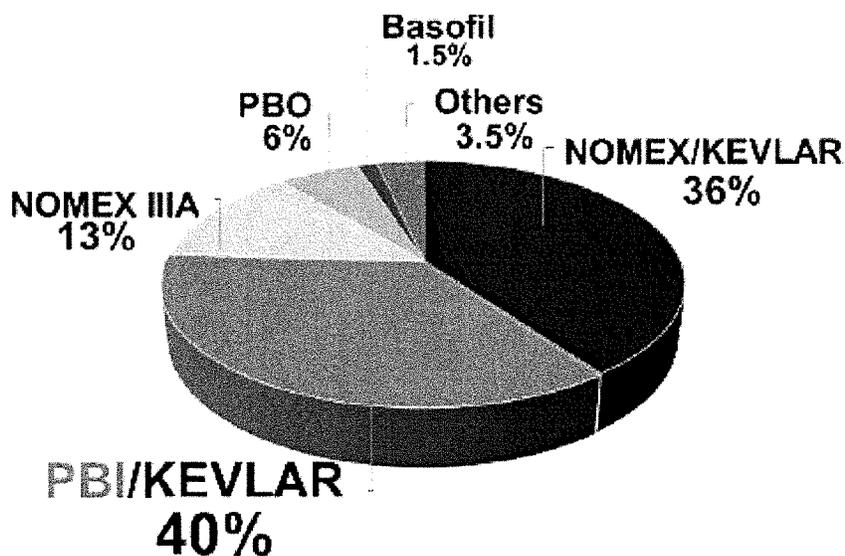
Unmatched break-open protection

The decomposition temperature at which PBI starts to degrade is 1300°F, far exceeding Nomex/Kevlar blends, thus offering superior break-open and thermal protection.



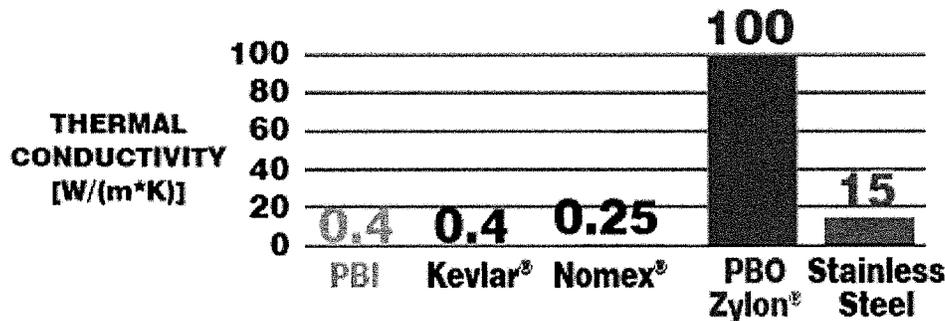
100% Made in USA

Be aware of the difference between 100% MADE IN USA and MADE IN USA with foreign components. Every strand of PBI fiber is made in our manufacturing plant in Rock Hill, SC, unlike PBO fabrics that, while advertised as MADE IN USA, contain PBO fibers that are made by Toyobo in Osaka, Japan.



Trusted by 40% of departments

More firefighters in North America are protected by PBI fabrics than any other fabrics*.



Low heat conductivity

PBI has very low thermal conductivity. As a comparison, PBO fabrics such as Millenia™ XT and Agility™ are six times more conductive than stainless steel.



First PBI fiber commercially introduced: **1984**

Proven in the field for 30 years

PBI-blended outer shells have been trusted in the fire service for over 30 years. Recognized as the leading high-performance outer shells, they are the preferred choice of large active departments across the Americas and around the world.

**Approximate calculation*



[HOME \(/FABRICS/\)](#)

[ABOUT PBI \(HTTPS://PBIPRODUCTS.COM/FABRICS/ABOUT-PBI/\)](https://pbiproducts.com/fabrics/about-pbi/)

[WHY PBI? \(HTTPS://PBIPRODUCTS.COM/FABRICS/WHY-CHOOSE-PBI/\)](https://pbiproducts.com/fabrics/why-choose-pbi/)

[LITERATURE \(HTTPS://PBIPRODUCTS.COM/FABRICS/LITERATURE/\)](https://pbiproducts.com/fabrics/literature/)

[CONTACT \(HTTPS://PBIPRODUCTS.COM/FABRICS/CONTACT/\)](https://pbiproducts.com/fabrics/contact/)

[ADMIN LOGIN \(HTTPS://PBIPRODUCTS.COM/FABRICS/WP-ADMIN/\)](https://pbiproducts.com/fabrics/wp-admin/)

[WHERE TO BUY \(HTTPS://PBIPRODUCTS.COM/FABRICS/WHERE-TO-BUY/\)](https://pbiproducts.com/fabrics/where-to-buy/)

 (<https://www.facebook.com/pbiamericas/>)

 (<https://twitter.com/pbiamericas>)

 (https://www.youtube.com/channel/UCnymd_Cqz67-YKaryGm)

PBI Fibers Americas (<https://pbiproducts.com/fabrics>) **PBI Fibers International**
(<http://www.pbiproducts.com/international/en>) **PBI Polymers**
(<http://pbipolymer.com/>)

Copyright 2017 | Website by: PennWell Marketing Solutions (<http://www.pennwellmarketing.com/>)

CONTRACT FOR FIREFIGHTING TURNOUT GEAR

THIS CONTRACT is made as of March 26, 2018, by and between the CITY OF MAYER, a Minnesota municipal subdivision ("City") and Morning Pride Manufacturing, LLC, d/b/a/ Honeywell First Responder Products under the laws of Delaware ("Vendor").

Recitals

- A. City is a party to a joint powers agreement with other Minnesota governmental agencies, entitle "Third Amended and Restated Joint & Cooperative Agreement for Public Safety Purchasing" (the "JPA Agreement"). The JPA Agreement provides for cooperative purchasing and leasing of public safety equipment and services by the parties to the agreement.
- B. The current parties to the JPA Agreement are the cities of Bloomington, Eden Prairie, Edina, Excelsior Fire District (5 City Fire Protection District), Golden Valley, Hopkins, Mound, St. Louis Park, Wayzata, and West Metro Fire-Rescue (Crystal/New Hope) District. The JPA Agreement permits any governmental agency in the state of Minnesota that is eligible to participate under Minnesota Statutes 471.59 to be added as a party. This Contract refers to the current and future parties to the JPA Agreement collectively as "the JPA" or "the JPA Departments" and individually as a "Department" or "JPA Department."
- C. On behalf of the JPA, the City has solicited bids for the purchase of firefighter turnout gear.

Agreement Terms

The City and the Vendor agree as follows:

1. **Recitals Incorporated.** The recitals above are incorporated into and made part of this Contract. Vendor acknowledges that is has received a copy of the JPA Agreement.
2. **Definition.** "Equipment" means the firefighting turnout gear meeting the specifications for this Contract and as described in Vendor's bid response.
3. **Assignment of Contract, Subcontracting.**

- a. Assignment by City. Without approval by Vendor, City may assign to any JPA Department, including separate assignments to multiple Departments, the City's rights under this Contract. An assignment will operate as a partial assignment of this Contract only as to the Equipment ordered by the assignee JPA Department. At all times, City retains all rights under this Contract as to any Equipment that City has ordered and as to any rights to make future orders of Equipment under this Contract. City will provide written notice to Vendor of each partial assignment at the time that a JPA Department places an order for Equipment with Vendor, accompanied by a written assumption of this Contract by the ordering JPA Department, as to the Equipment or Services ordered. Vendor agrees that, upon receipt of the assignment and assumption notices, the City is released from any liability or responsibility as to the assigned portion of the Contract, and Vendor will look only to the assignee JPA Department to enforce Vendor's rights as to the ordered Equipment or Services. All references to "City" in this Contract include the City's assignee(s), as the context may require.
 - b. Assignment by Vendor. The Vendor must not assign any interest in the Contract without prior written approval of the City or City assignee affected by the assignment; provided, however, that claims for money due or to income due to the Vendor may be assigned to a bank, trust company or other financial institution without such approval. Vendor must furnish notice of any such assignment to City and each City assignee.
 - c. Subcontracting. Vendor may not subcontract any of its performance obligations under this Contract without prior approval of the City or (with respect to partial assignments of this Contract) the assignee JPA Department.
4. **Term.** This Contract has a term of five (5) years, unless earlier terminated as provided in paragraph 8 below.
 5. **Equipment.**
 - a. Orders; Quantities. Vendor agrees to provide to City the Equipment, at the unit price(s) specified in the Vendor's bid response, and in quantities as specified in one or more orders to be placed by City over the term of this Contract. For orders placed in 2018, City agrees to provide Vendor with at least 30 days' notice of any orders. City agrees to notify Vendor by November 1 of each year of this Contract of the estimated quantity of units that City and its assignee JPA Departments intend to

purchase in the subsequent calendar year, provided however, such estimate shall not be binding. The purpose of the estimate is to assist Vendor in production and inventory planning purposes. Vendor must fulfill all orders placed at the price(s) specified in this Contract and the bid response.

- b. Price. For orders placed in each year of this Contract (2015 through 2020), City agrees to pay and Vendor agrees to accept payment in accordance with the applicable unit prices bid in the Vendor's bid response on file in the offices of the City.
- c. Delivery. Vendor must deliver the Equipment that is ordered within 120 days after the date the order is placed.
- d. Instruction and Fitting. Vendor agrees to provide on-site instruction on the appropriate use and operation of the Equipment, and individualized fitting of the Equipment face mask for each end user. City and its assignee JPA Departments agree to cooperate with Vendor on the scheduling of the fitting and instruction session(s).

6. Payment Terms.

- a. Equipment. At or after time of delivery of the Equipment, Vendor will provide City or its assignee JPA Department with an itemized invoice. City or its assignee JPA Department agrees to pay for Equipment within 30 days after receipt of the invoice.
- b. Prompt Payment Act. The provisions of Minnesota Statutes, section 471.425, regarding prompt payment of local government bills and prompt payment to subVendors, are incorporated here by reference.

7. **Hold Harmless.** The Vendors agrees to defend, indemnify and hold harmless the JPA Departments, their officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, for personal injury, death or property damage including attorney's fees resulting solely from a negligent act of omission of the Vendor, its employees, its agents, or employees of subvendors, in the performance of the services provided by the Contract. If a Vendor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. apply with respect to liability bonding, insurance, and liability limits. Vendor will have exclusive control of the defense and settlement of any claims indemnified hereunder.

8. Termination.

- a. This Contract (or any partial assignment of this Contract) may be terminated in whole or in part, as provided in this paragraph 8. The Contract may be terminated in whole only by mutual consent of the City and all assignee JPA Departments. Any other termination provided under this paragraph will be effective only as to the JPA Department that provides or receives the notice of termination and only as to the portion of this Contract that has been assigned to that JPA Department. The following subparagraphs must be interpreted consistently with this subparagraph.
- b. This Contract may be terminated at any time by either party for breach or non-performance of any provision of this Contract in accordance with the following. The party (“notifying party”) who desires to terminate this Contract for breach or non-performance of the other party (“notified party”) shall give the notified party notice in writing of the notifying party’s desire to terminate this Contract describing the breach or non-performance of this Contract entitling it to do so. The notified party shall have 10 days from the date of such notice to cure the breach or non-performance. Upon failure of the notified party to do so, this Contract shall automatically terminate.
- c. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Contract shall cease upon such termination. Any prior liability of a party shall survive termination of this Contract.
- d. In the event of dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, of the commencement of any processing under any bankruptcy or insolvency law, or the service of any warrant, attachment, levy or similar process involving Vendor, City may, at its option in addition to any other remedy to which City may be entitled, immediately terminate this Contract by notice to Vendor, in which event, this Contract shall terminate on the notice becoming effective.

9. **Notice.** Required notices to the Vendor shall be in writing, and shall be either hand-delivered to the Vendor, its employees or agents, or mailed to the Vendor by certified mail at the following address:

Morning Pride Manufacturing LLC, d.b.a. Honeywell First Responder Products
#1 Innovation Court
Dayton, OH 45414

In the case of a notice given by an assignee JPA Department on the Vendor, the notice must also be given to the City at its address below.

Notices to the City shall be in writing and shall be either hand-delivered or mailed to the City by certified mail at the following address:

City of Mayer
413 Bluejay Avenue
Mayer, MN 55360

Notices by the Vendor relating to the Contract shall be given to the City and all assignee JPA Departments; provided however, a notice which relates to only one assigned portion of this Contract shall be given to the City and the affected assignee JPA Department. All notices to assignee JPA Departments shall be made at the assignee's address as designated in the assignment and assumption document, and a copy of the notice must be provided to the City at the address above.

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

- 10. Audit Disclosure and Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Vendor under this Contract which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Vendor or other parties relevant to this Contract are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period or six (6) years after the effective date of this Contract. This Contract is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained or disseminated by Vendor in performing any of the functions of the City during performance of this Contract is subject to the requirements of the Data Practice Act and Vendor shall comply with those requirements as if it were a government entity.

11. **Inspection of Records.** All Vendor records with respect to any matters covered by the Contract must be made available to the JPA Departments or their designees at any time during normal business hours, as often as the JPA Departments deem reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
12. **Accounting Standards.** The Vendor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under the Contract.
13. **Non-Discrimination.** During the performance of this Contract, the Vendor shall not discriminate against any employee of applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation or age. The Vendor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Vendor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Vendor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363A.01 et. Seq., Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990. The provisions of Minnesota Statutes 181.59 are incorporated here by reference. In the event of the Vendor's noncompliance with the non-discrimination clauses of this Contract, the Contract may be canceled, terminated, or suspended, in whole or part, and the Vendor may be declared ineligible by the JPA Department from any further participation in future Contracts in addition to other remedies as provided by law.
14. **Equal Opportunity.** The Vendor recognizes that the City is an equal opportunity employer and agrees during the life of this Contract to take affirmative action to provide equal employment opportunities without regard to race, color, sex, creed, national origin, religion, disability, age, marital status, sexual preference, or status with regard to public assistance. In the Vendor has more than 20 full-time employees and the Contract amount exceeds \$50,000.00, the Vendor must supply a certificate of compliance issued by the Commissioner of Human Rights indicating that the Vendor has an approved affirmative action plan.

15. **Conflicts.** No salaried officer or employee of the City and no member of the Council, of commission, of Board for the City shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the agreement, or partial assignment of this Contract, void.
16. **Rights and Remedies.** The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
17. **Damages.** In the event of a breach of this Contract by the City or any of its assignees, Vendor shall not be entitled to recover punitive, special or consequential damages for loss of business. In no event will the vendor be liable for any incidental, consequential, special, punitive, statutory, or indirect damages, loss of profits, revenues, or use, or the loss or corruption of data, even if informed of the possibility of these damages and notwithstanding the failure of the essential purpose of any limited remedy. To the extent permitted by applicable law, these limitations and exclusions will apply whether liability arises from breach of contract, indemnity, warranty, tort, operation of law, or otherwise.
18. **Mediation.** Each dispute, claim or controversy arising from or related to this Contract shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediations shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by the agreement of the parties. Cost of mediation shall be shared equally between the parties. Except as otherwise mutually agreed upon by the mediating parties. Except as otherwise mutually agreed upon by the mediating parties, mediation shall be held in the City of Mayer unless the mediation involves a partial assignment of this Contract, in which case the mediation shall be held in the city limits of the assignee JPA Department. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
19. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota, without regard to choice of law provisions, and the appropriate venue and jurisdiction

for all litigation which may arise will be in those courts located in the County of the JPA Department that is a party to the litigation or, where JPA Departments from multiple counties are parties to the litigation, in Hennepin County, Minnesota.

- 20. **Severability.** The provisions on this Contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.

- 21. **Waiver.** No action nor failure to act by the City, City assignee, or the Vendor will constitute a waiver of any right or duty afforded any of them under the Agreement, not will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 22. **Entire Agreement.** The entire agreement of the parties is contained herein. This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

- 23. **Contract Components.** The following documents are incorporated into and made a part of this Contract:
 - a. The specifications and instructions to bidders.
 - b. Vendor's bid response for Equipment and Services.

In the event of conflict, the language of this Contract controls over the specifications, and the specifications control over the bid response.

CITY OF MAYER

VENDOR

By _____
Mike Dodge, Mayor

By _____
Its _____

By _____
Margaret McCallum, City Administrator

CONTRACT FOR FIREFIGHTING TURNOUT GEAR CLEANING, INSPECTION AND REPAIR SERVICES

THIS CONTRACT is made as of March 26, 2018 (the date of execution of this Contract notwithstanding), by and between the CITY OF MAYER, a Minnesota municipal subdivision ("City") and GEAR WASH, LLC, a limited liability company under the laws of Wisconsin ("Contractor").

Recitals

- A. City is a party of the Joint Powers Agreement with other Minnesota government agencies, entitled "Third Amended and Restated Joint & Cooperative Agreement for Public Safety Purchasing" (the "JPA Agreement"). The JPA Agreement provides for cooperative purchasing and leasing of public safety equipment and services by parties to the agreement.

- B. The current parties of the JPA Agreement are the cities of Bloomington, Eden Prairie, Edina, Excelsior Fire District (5 City Fire Protection District), Golden Valley, Hopkins, Mound, St. Louis Park, Wayzata, and West Metro Fire-Rescue (Crystal/New Hope) District. The JPA Agreement permits any governmental agency in the state of Minnesota that is eligible to participate under Minnesota Statutes 471.59 to be added as a party. This Contract refers to the current and future parties to the JPA Agreement collectively as "the JPA" or "the JPA Departments" and individually as a "Department" or "JPA Department."

- C. On behalf of the JPA, the City has solicited proposals for the purchase of firefighter turnout gear cleaning, inspection and repair services.

Agreement Terms

The City and the Contractor agree as follows:

1. **Recitals Incorporated.** The recitals above are incorporated into and made part of this contract. Contractor acknowledges that it has received a copy of the JPA Agreement.

2. **Definition.** "Services" means the cleaning, inspection and repair services as described in the specifications of this Contract and in the Contractor's bid response, or any individual component of those services that may be ordered by City or its assignee, as the context may require.

3. **Assignment of Contract; Subcontracting.**
 - a. Assignment by City. Without approval by Contractor, City may assign any JPA Department, including separate assignments to multiple Departments, the City's right under this Contract. An assignment will operate as a partial assignment of this Contract only as to the Services ordered by the assignee JPA Department. At all times, City retains all rights under this Contract as to any Services that the City has ordered and as to any rights to make future orders for Services with Contractor, accompanied by a written assumption of this Contract by ordering JPA Department, as to the Services ordered. Contractor agrees that, upon receipt of the assignment and assumption notices, the City is released from any liability or responsibility as to the assigned portion of the Contract, and the Contractor will look only to the assignee JPA Department to enforce Contractor's rights as to the ordered Services. All references to "City" in this Contract include the City's assignee(s), as the context may require.

 - b. Assignment by Contractor. The Contractor must not assign any interest in the Contract without prior written approval of the City or City assignee affected by the assignment; provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust, company or other financial institution without such approval. Contractor must furnish notice of any such assignment to City and each City assignee.

 - c. Subcontracting. Contractor may not subcontract any of its performance obligations under this Contract without prior approval of the City (with respect to partial assignments of this Contract) the assignee JPA Department. (Dons Leather Cleaning, Inc.) is expressly approved.

4. **Term.** This Contract has a term of five (5) years, unless earlier terminated as provided in paragraph 12 below.

5. **Service and Repair Program.** The Contractor agrees to provide Services to the City as described in the paragraph 5. The City and every assignee JPA Department that

purchases Services under this Contract must select from one of the two services described in this paragraph:

- a. Level 1, Basic Service: Will include:
 - Annual required cleaning and inspection of the Turnout Gear equipment as required by standards, including NFPA 1851, and manufacturer's requirements.
 - Initial and annual training for all members from each participating JPA Department to perform basic cleaning/inspection functions.
 - Any required repairs would be provided promptly, and invoiced to the respective JPA Department.
- b. Level 2, Advanced Service: will include all components of Level 1 plus; Repairs considered 'basic' in NFPA 1851 would be included; other repairs and alterations would be provided and invoiced to the respective JPA Department.
- c. Price. Contractor agrees to provide the Services as the prices listed in the Contractor's response to proposal. The stated price includes Contractor pickup of the gear sets from the JPA Department that has ordered the Services and return delivery to the JPA Department after the Services are performed.
- d. Annual Election. On or before December 1 of each year of this Contract, City or its assignee must notify Contractor of the service package that the City or assignee elects to purchase for the following calendar year.

6. Fees and Payment Terms.

- a. Services. Contractor agrees to submit an itemized invoice to City or its assignee JPA Department detailing the number of gear sets for which Services have been provided in the prior month, and the total amount owed for the Services, based on the service package selected by the City or assignee JPA Department City or its assignee JPA Department agrees to pay within 30 days after receipt of invoice.
- b. Prompt Payment Act. The provisions of Minnesota Statutes, section 471.415, regarding prompt payment of local government bills and prompt payment to subVendors, are incorporated here by reference.
- c. Fee Escalation: Contractor shall notify the Customer in writing sixty (60) days prior to any increase in fees which shall not be increased by more than three percent (3%) per year. Customer has the right to terminate this agreement by

giving written termination within 30 days after receiving the notice of the fee increase.

7. **Repairs.** All repairs completed by Vendor will be undertaken in a good workmanlike manner to City's satisfaction, which shall be deemed to have occurred if the repaired protective garment is not returned to Vendor within 5 days after receipt by the City. Except for the foregoing, the City agrees that Vendor provides no warranty or certification, express or implied, on the repairs. The City agrees that any repairs undertaken by the Vendor do not impose any liability on Vendor to City, its employees or any third party using the protective garment should the protective garment fail to perform its function. The repair work shall not be deemed to renew, extend, modify or affect in any manner whatsoever any manufacturer warranty which may be in effect of which may have existed in respect of the protective garment.
8. **No Warranties.** Vendor makes no warranties or representations, express or implied as to the fitness and suitability of City's protective garments for any purpose. Further, Vendor makes no warranties or representations, express or implies that City's protective garments have been recertified by any entity as a result of any repairs or maintenance undertaken by Vendor.
9. **Limitation on Liability.** Vendor and its officers, directors, agents, assigns, and affiliates shall not be liable to City of any third party for any claims of personal injury, illness or death arising out of the protective garments cleaned or repaired by Vendor or its affiliates, and shall have no liability for any special, indirect or consequential damages.
10. **Hold Harmless.** Subject to the terms, conditions and limitations set forth in paragraphs 7,8, and 9 of this Contract, the Vendor agrees to defend, indemnify and hold harmless the JPA Departments, their officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly from an act or omission of the Vendor, its employees, its agents, or employees of subVendors, in the performance of the services provided by the Contract of by reason of the failure of the Vendor to fully perform, in any respect, any of its obligations under the Contract. If a Vendor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et. Seq. apply with respect to liability bonding, insurance and liability limits.

11. **FORCE MAJEURE.** Neither party shall be liable in damage or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, Government restrictions, wars, insurrections, and/or any other cause beyond reasonable control of the party whose performance is affected.

12. **Termination.**

- a. This Contract (or any partial assignment of this Contract) may be terminated, in whole or in part, as provided in this paragraph. The Contract may be terminated in whole only by mutual consent of the City and all assignee JPA Departments. Any other termination provided under this paragraph will be effective only as to the JPA Department that provides or receives the notice of termination and only as to the portion of this Contract that has been assigned to that JPA Department. The following subparagraphs must be interpreted consistently with this subparagraph.
- b. The Contract may be terminated at any time by either party for breach or non-performance of any provision of this Contract in accordance with the following. The party (“notifying party”) who desires to terminate this Contract for breach or non-performance of the other part (“notified party”) shall give the notified party notice in writing by certified mail of the notifying party’s desire to terminate this Contract describing the breach or non-performance of this Contract entitling it to do so. The notified party shall have 30 days from the date of such notice to cure the breach or non-performance. Upon failure of the notified party to do so, this Contract shall automatically terminate.
- c. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Contract shall cease upon such termination. Any prior liability of a party shall survive termination of this Contract.
- d. In the event of dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any warrant attachment, levy or similar process involving Contractor, City may, at its option in addition to any other remedy to which City may be entitled,

immediately terminate this Contract by notice to Contractor, in which event, this Contract shall terminate on this notice becoming effective.

13. **Notice.** Required notices to the Contractor shall be in writing, and shall be either hand-delivered to the Contractor, its employees or agents, or mailed to the Contractor by certified mail at the following address:

Gear Wash LLC
657 South 72nd Street
Milwaukee, WI 53214

In the case of a notice given by an assignee JPA Department to the Contractor, the notice must also be given to the City at its address below.

Notices to the City Shall be in writing and shall be either hand-delivered or mailed to the City by certified mail at the following address:

City of Mayer
413 Bluejay Avenue
Mayer, MN 55360

Notices by the Contractor relating to the Contract shall be given to the City and all assignee JPA Departments; provided however, a notice which related to only one assigned portion of this Contract shall be given to the City and the affected assignee JPA Department. All notices to assignee JPA Departments shall be made at the assignee's address as designated in the assignment and assumption document, and a copy of the notice must be provided to the City at the address above.

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service by giving written notice of such change to the other party, in any manner specified, 10 days prior to the effective date of such change.

14. **Audit Disclosure and Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this Contract which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Contract are subject to examination by the City and either

the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. This Contract is subject to the Minnesota Government Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Contract is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Contract shall contain similar Data Practices Act compliance language.

- 15. Inspection of Records.** All Contractor records with respect to any matters covered by the Contract must be made available to the JPA Departments or their designees at any time upon reasonable notice during normal business hours, as often as the JPA Departments deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

- 16. Accounting Standards.** The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under the Contract.

- 17. Non-Discrimination.** During the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363A.01, et. Seq. Title VI for the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. The provisions of Minnesota Statutes 181.59 are incorporated here by reference. In the event of a Contractor's noncompliance with the non-discrimination clauses of the Contract, the Contract may be canceled, terminated or suspended, in whole or part, and the Contractor may be declared

ineligible by the JPA Department from any further participation in future Contracts in addition to other remedies as provided by law.

- 18. Equal Opportunity.** The Contractor recognizes that the City is an equal opportunity employer and agrees during the life of the Contract to take affirmative action to provide equal employment opportunities regardless of race, color, creed, national origin, religion, disability, age, marital status, sexual preference, or status with regard to public assistance. If the Contractor has more than 20 full-time employees and the Contract amount exceeds \$50,000.00. the Contractor must supply a certificate of compliance issued by the Commissioner of Human Rights indicating that the Contractor has an approved affirmative action plan.
- 19. Conflicts.** No salaried officer or employee of the City or no member of the Council, or Commission, or Board of the City shall have a financial interest, direct or indirect in this Contract. The violation of this provision renders the agreement, or partial assignment of this Contract, void.
- 20. Rights and Remedies.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 21. Damages.** In the event of a breach of this Contract by the City or any of its assignees, Contractor shall not be entitled to recover punitive, special or consequential damages or damage for loss of business.
- 22. Mediation.** Each dispute, claim or controversy arising from or related to this Contract shall be subject to mediation as a condition precedent to initiating arbitration or legal equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Except as otherwise mutually agreed upon by the mediating parties, mediation shall be held in the City of Mayer unless the mediation involved a partial assignment of this Contract, in which case the

mediation shall be held in the city limits of the assignee JPA Department. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

- 23. Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota, without regard to choice of law provisions, and the appropriate venue and jurisdiction for all litigation which may arise with the courts location in the county of the JPA Department that is a party to the litigation, or, where JPA Departments from multiple counties are parties to the litigation, in Hennepin County, Minnesota.
- 24. Severability.** The provisions of this Contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.
- 25. Waiver.** No action nor failure to act by the City, City assignee, or the Contractor will constitute a waiver of any right or duty afforded any of them under the Agreement, nor will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 26. Entire Agreement.** The entire agreement of the parties is contained herein. This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
- 27. Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by federal and state statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Contract and entitle the City to immediately terminate this Contract.
- 28. Contract Components.** The following documents are incorporated and made a part of this Contract:

- a. The specifications and instructions to bidders.
- b. Contractor's response to request for proposal for Services.

In the event of conflict, the language of this Contract controls over the specifications, and the specifications control over the bid response.

CITY OF MAYER

CONTRACTOR GEAR WASH LLC

By: _____
Its Mayor

By: _____
Its: _____

By: _____
Its City Administrator



To: City of Mayer

From: John Anderson, Associate
Municipal Development Group, Inc.

Date: January 31, 2018

Re: Solar Garden Comments

Staff has been informed that the solar garden proposal north of Mayer along both the east and west side of Trunk Highway 25 is being discussed by the City Council. This memo will provide some specifics per the City of Mayer zoning ordinance as it relates to solar energy systems or solar gardens.

The solar garden is proposed to be located on property on the east side of TH 25 with a address of 5655 Highway 25 with a PID number of 100310100 and/or on property directly west of this property on the west side of TH 25 with a PID number of 100310200. Both of these properties are located within Watertown Township, however the City of Mayer has zoning control over the property on the east side of TH 25. The zoning of the property on the east side is A Agriculture and is guided for Planned Unit Residential Development (PURD) with a commercial component on the future land use map in the City of Mayer comprehensive plan. The property on the west side is not under City zoning control but is guided for medium density residential on the future land use map in the comprehensive plan for Mayer.

Under section 152.102 Alternative Energy Systems, community solar energy systems or solar gardens are prohibited in the following areas:

1. *Shoreland districts as designated by the Department of Natural Resources (DNR) and the Mayer Zoning Map.*
2. *Wetlands to the extent required by the Minnesota Wetland Conservation Act.*
3. *The Floodplain Overlay District.*
4. *Residential districts.*

The agricultural zoning on the property east of TH 25 is temporary in nature to allow for the existing agricultural uses to continue until such time they are ready to develop with municipal sanitary sewer and water at urban densities. Since the long term plan for this property is for residential uses, solar gardens would be prohibited per the City of Mayer municipal code.

In regards to the county zoning of the property to the west of TH 25, it is zoned Agricultural with a Transition Area Overlay District. Any conditional use permit within this area requires city support and in the case of a solar garden a conditional use permit would be needed. The specific language as listed under section 152.162 of the Carver County code states:

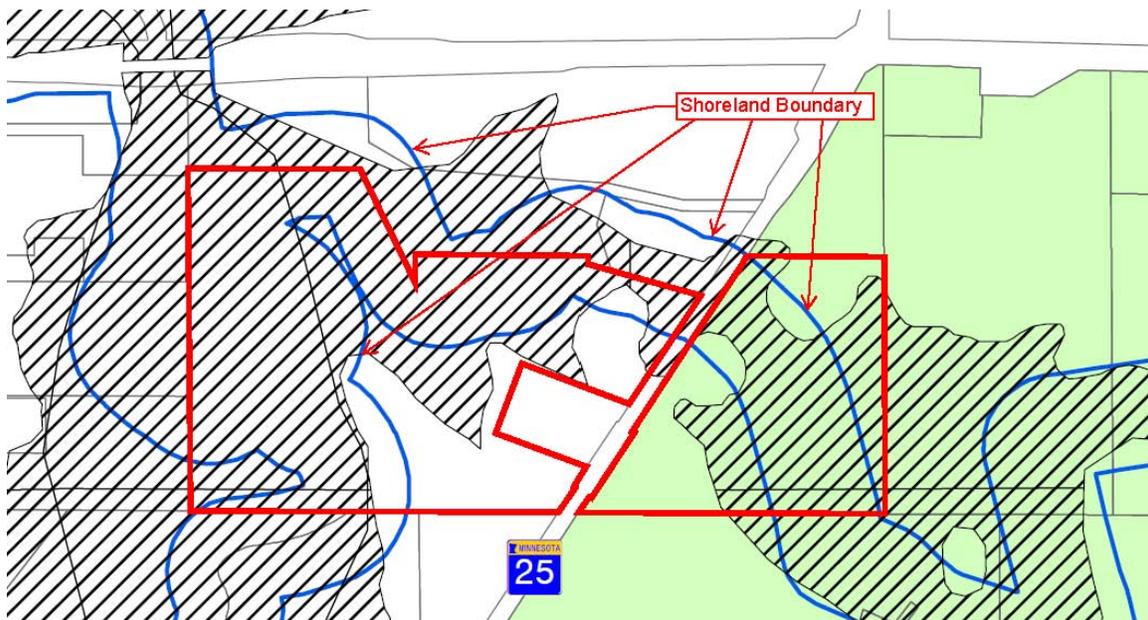
Applications or requests for conditional uses shall be referred to an appropriate municipal official for comment and consideration as early on as possible, at a minimum, prior to the public hearing. Conditional uses provided for in the Agricultural District should not be permitted in transition areas if they are a significant departure from the future land use in the city's comprehensive plan and

the use is of a nature that it could not easily and economically be converted to the planned land use upon urbanization.

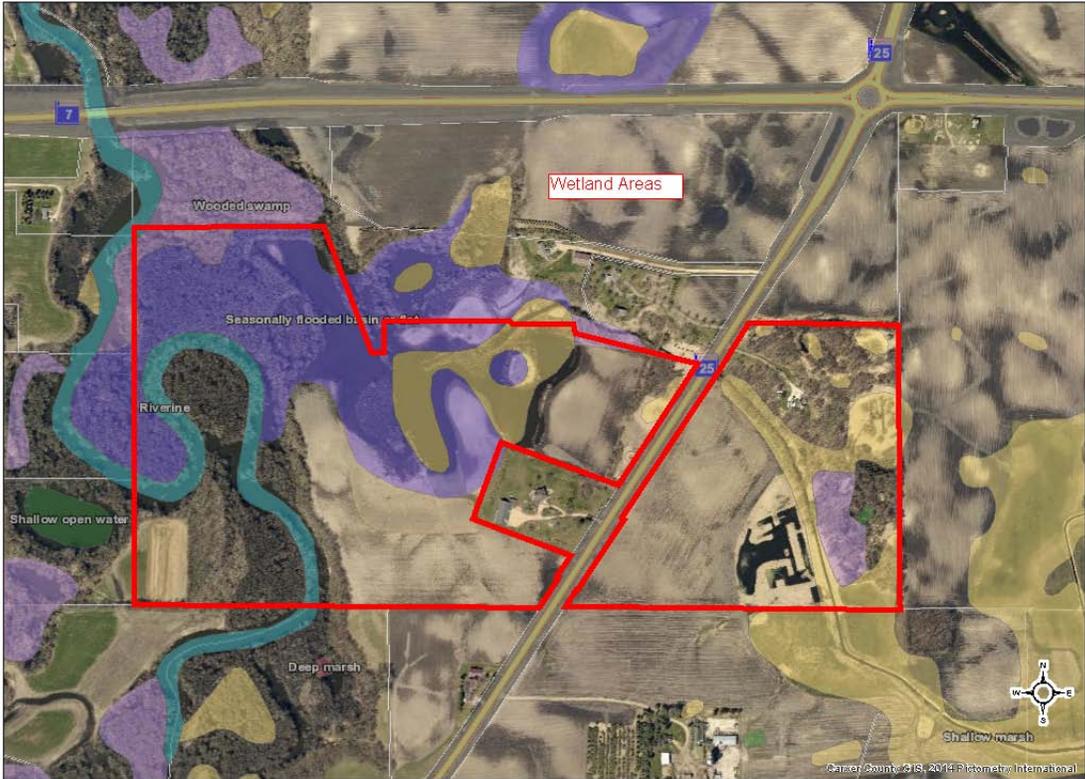
In the case of the property to the west of TH 25, the future land use pattern is residential and that is a significant departure from the future land use in Mayer's comprehensive plan. Because of this the City of Mayer should not give support of the proposed solar garden per the County requirements.

The majority of both of these properties are also located within either the floodplain or shoreland area or contain wetlands. As mentioned above solar gardens are prohibited in these areas and in the case of these properties it most likely means that approximately 75% of these properties would be undevelopable for solar gardens per the City of Mayer Zoning Ordinance. I have included a insert from the City of Mayer zoning map showing these properties and the shoreland boundary, an aerial photo from the Carver County Interactive map showing the parcels location and the floodplain area and an aerial photo from the Carver County Interactive map showing the wetland areas in relation to the property.

Shoreland Boundary



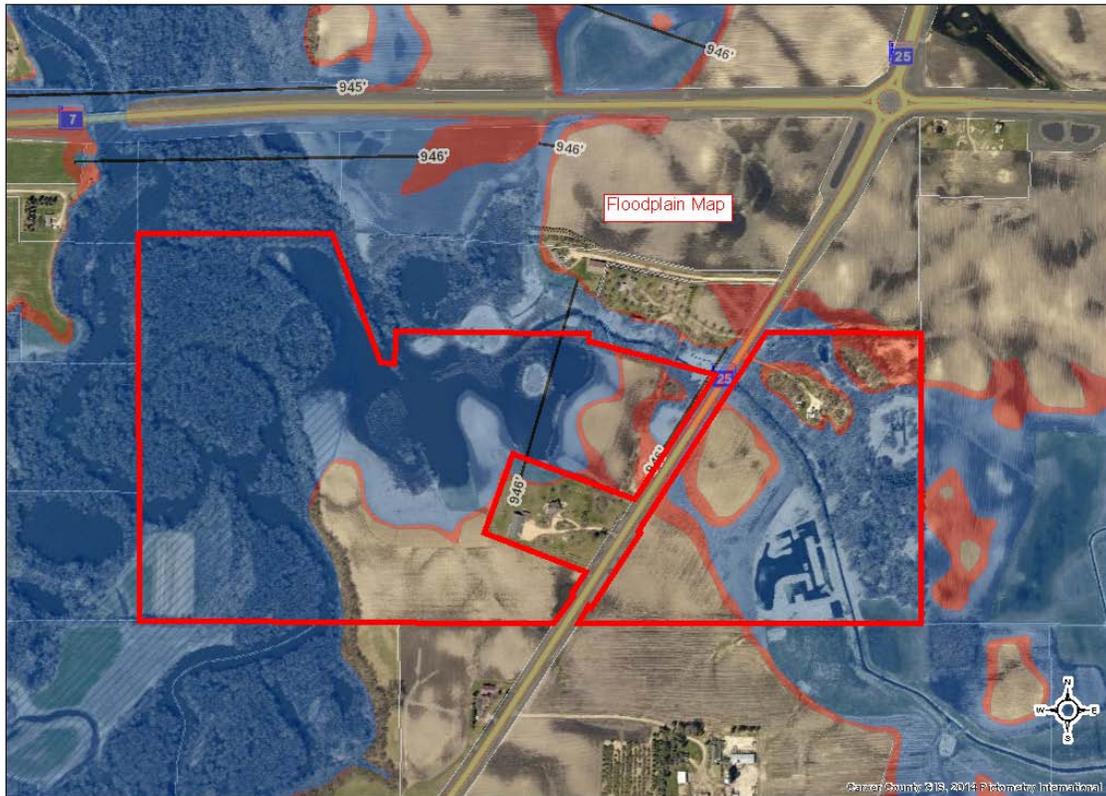
Wetland Areas



This map was created using Carver County's Geographic Information Systems (GIS). It is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 1/31/2018

Floodplain Areas



This map was created using Carver County's Geographic Information Systems (GIS). It is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 1/31/2018

One other item to note is that when the City of Mayer Planning Commission discussed this proposal at a meeting last year, the general consensus was that they were not against solar gardens in general, they just felt this was not the correct spot and that solar gardens needed to be placed in areas that are guided for this type of development. Future industrial areas in the southeast part of the City would be an example of an area that a solar garden could be located.

If you have any questions prior to the meeting you can contact me by email at jandersonmdg@gmail.com or by phone at 952-855-4596 direct.

Sincerely,

John Anderson

John Anderson, Associate
Municipal Development Group, Inc.



Request for Council Action Memorandum

Item: Solar Garden Discussion

Meeting Date: March 26, 2018

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To discuss a proposed solar garden located to the east and west side of Trunk Highway 25 in the northern entrance of the City.

Details:

In 2017, the City was approached by IPS Solar regarding a proposal to install a solar garden.

The exact location being 5655 Highway 25 (to the east of Highway 25) and another property directly west of Highway 25. These properties are currently located in Watertown Township. The City has zoning control over the east property, however not the west property.

The east property is currently Agriculture, guided for future Planned Unit Residential Development with a commercial component in the future (outlined in the City's Comprehensive Plan). The west property is guided for medium residential in the Comprehensive Plan for future growth.

City Code regulates solar gardens and prohibits them in:

- 1. Shoreland districts as designated by the Department of Natural Resources (DNR) and the Mayer Zoning Map.*
- 2. Wetlands to the extent required by the Minnesota Wetland Conservation Act.*
- 3. The Floodplain Overlay District.*
- 4. Residential districts.*

Since the long term plan for the property (to the east) is guided for residential use, solar gardens would be prohibited per the City Code.

The western area requires city support and would require a Conditional Use Permit. The future land use pattern identified in the City's Comprehensive Plan is residential, the City should not give support for the proposed solar garden per the County requirements.

A majority of these properties are located in floodplain or shoreland areas or contain wetlands. Solar gardens are prohibited in these areas according to City Code.

The Planning Commission discussed this proposal in 2017 and stated that they were not against solar farms, but they felt that this location was not the best location and should be placed in areas guided for that type of development.

Future industrial areas in the southeast part of the City would be an example of an area that a solar garden could be located.

Attachments:

Memo from John Anderson, City Planner.



Request for Council Action Memorandum

Item: Court Date Services Subscriber Amendment to CJDN Subscriber Agreement

Meeting Date: March 26, 2018

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

A review and approve the Court Date Services Subscriber Amendment to CJDN Subscriber Agreement.

Details:

The Minnesota Department of Safety has requested that cities review and approve:

1. The State of Minnesota Joint Powers Agreement Authorized Agency document.
 - a. This document was passed by the City Council at a previous meeting and allows the City of Mayer to use the Bureau of Criminal Apprehension criminal justice data communications network.
2. The Court Data Services Subscriber Amendment to CJDN Subscriber Agreement document.
 - a. Grant the City access to Court records.

Both documents need to be adopted if the City wishes to access court data. The practical effect of these documents is to authorize the City's prosecutor to access the County data for prosecution purposes.

The City contracts with the Carver County Attorney's Officer for prosecutions of City offenses.

Attachments:

Court Date Services Subscriber Amendment to CJDN Subscriber Agreement.

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: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 26 th , 2018
Item Name:	Well #2 Pump and Motor 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 replacement of the pump and motor for Well #2

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

Staff is proposing to have the motor and pump for Well #2 be replaced my Thein Well in the amount of \$14,058. Last fall Well #2 was pulled and inspected. It was found that the pump and motor have significant ware and tare over its 18 years of operation. Typically submersible pumps and motors have about a ten year lifespan. Over the past 18 years Well #2 has served as the city’s primary well and has pumped about 766,127,104 gallons of water.

Staff is recommending that the city replace the pump with a 40 HP 3600 RPM Grundfos pump. This pump is constructed entirely of stainless steel giving it an average lifespan of about 15-20 years. Currently, Well #2 has a 50 HP 1800 RPM Byron Jackson pump. This type of pump was installed, because it allow city staff to pump at lower flow rates while also being able to pump at much higher flow rates as the city grew. The water treatment plant at the time Well #2 was installed could only handle so much GPM, while the city’s current water treatment plant can handle a much higher GPM.

The main disadvantage to moving to a 3600 RPM pump is that it isn’t as energy efficient and typically doesn’t last as long as an 1800 RPM pump. However, 3600 RPM pumps are much more common and readily available than 1800 RPM pumps making them much easier to replace and get parts for. Over the past 18 years since Well #2 was installed pumps and motors have become more efficient overall. The city will be able to get the same pumping capability from a 40 HP pump as it currently does from its 50 HP pump. Also, by moving to a 3600 RPM pump constructed entirely of stainless steel the pump should last just as long as the city’s current 1800 RPM pump did.

Well #2 is the city’s primary Well so it is extremely important to keep it operating at its highest potential. If Well #2 were to break down Well #1 would not be able to keep up with summer demand.

<i>Wolf 1800 RPM</i>	<i>Grundfos 3600 RPM</i>
Pump: \$9,500 Hitachi 40 HP 1800 RPM Motor: \$22,693.00 Labor: \$4,000 4/3 Wire: \$637 Miscellaneous: \$250	Pump: \$5,462 Hitachi 40 HP 3600 RPM Motor: \$3,809.00 Labor: \$4000 4/3 Wire: \$637 Miscellaneous: \$150
Total Price \$36,443.00	Total Price: \$14,058.00

FINANCIAL IMPLICATIONS: Funding Sources & Uses: Well #2 Capital Outlay: \$7,500 WTP Capital Outlay: \$30,000	ADVISORY BOARD RECOMMENDATIONS:
--	--



THEIN WELL

P.O. BOX 778, 11355 HWY 71 NE (ACROSS FROM RINGO LAKE)
SPICER, MINNESOTA 56288 · (320) 796-2111
www.theinwell.com · E-mail: theinwell@tds.net

WELLS ~ PUMPS
SALES ~ SERVICE

Since 1893

March 19, 2018

Kyle Kuntz
City of Mayer
413 Bluejay Ave
Mayer, MN 55360

Dear Kyle,

After pulling and inspecting the pump and motor on well 2, we found that the pump and motor are worn and it is recommended that they be replaced.

We at Thein Well Company are pleased to provide you with pricing to replace your pump and motor in well 2. There are two options for the system, the first, keep the system at 1,800 rpm, or the second, convert the system to 3,600 rpm. Both systems are designed to pump 500 gallons per minute at 240' t.d.h. There are advantages and disadvantages to both systems, the biggest advantage with the 1,800 rpm system is it will run more efficiently, thus, saving you money in the long run on energy costs. Also, from experience, these motors tend to hold up longer. The disadvantage is that they are substantially more money, and are not readily available should you need a replacement in a timely manner. Likewise, the 3,600 rpm motor is a lot less expensive, we typically stock these motors, if we don't have one there are 3 suppliers in Minnesota that will have them. These motors will consume energy, and typically don't hold up as long as the 1,800 rpm models.

Below is pricing for both systems:

1800 RPM

ITEM	UNIT	QTY	UNIT PRICE	TOTAL
8 Stage Wolf Submersible Pump 1800 rpm 500GPM@240'	EA	1	9500	\$ 9,500.00
40HP 1800 RPM 10" Hitachi Motor	EA	1	22693	\$22,693.00
Labor	LS	1	4000	\$ 4,000.00
Miscellaneous (Splice Kit, Pipe Wrap, tape, etc.)	LS	1	250	\$ 250.00
Estimated Total For 1800 rpm system				\$36,443.00

3600 RPM:

ITEM	UNIT	QTY	UNIT PRICE	TOTAL
2 Stage Grundfos Submersible Pump 3600 rpm 500GPM@240' – Stainless Steel Pump	EA	1	5462	\$ 5,462.00
40HP 3600 RPM 6" Hitachi Motor	EA	1	3809	\$ 3,809.00
4/3 Submersible Wire	FT	130	4.90	\$ 637.00
Labor	LS	1	4000	\$ 4,000.00
Miscellaneous (Splice Kit, Pipe Wrap, tape, etc.)	LS	1	150	\$ 150.00
Estimated Total For 3600 rpm system				\$14,058.00

CLARA CITY, MN 56222 (320) 847-3207 · MONTICELLO, MN 55362 (763) 271-4200

CERTIFIED MASTER WATER WELL CONTRACTOR
Equal Opportunity Employer

MEMBER
NGWA

MEMBER
AWWA

It should be noted that with both of these systems we are actually downsizing your motor size from a 50hp to a 40hp. Also, with either of these choices a few parameters on the VFD will need to be adjusted. Additionally, the 1800 RPM system is 2-3 weeks out.

If you have any questions, or if there is anything else that I can help with you can reach me in the office at (800)450-8000, or via email zack@theinwell.com.

Sincerely,



Zack Thein
Thein Well Company

3/26/18



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 26 th , 2018
Item Name:	Well #1 Inspection
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 inspection of Well #1

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

Staff is proposing to have Well #1 pulled and televised by Thein Well in the amount of \$5,500. This process is something that needs to be completed about every 5 years. Thein Well will pull the pump from the ground to make any necessary repairs. They will also televise the casing of the well to make sure there are no obstructions.

Well #1 is the city's oldest well and is currently used as an emergency backup well. It has the pumping capacity of about 190 GPM. Televising the well will give city staff the information they need moving forward in regards to updating the well. City staff would like to see the well be improved, so it could match the capacity of Well #2, which is around 500GPM. Having two primary well's will be very beneficial to the city in the future as it continues to grow.

If Well #2 were to break down Well #1 would not be able to keep up with summer demand.

Thein Well
Pull and Inspect \$4,100
Televise Well \$1,400
Total Price \$5,500

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Capital Outlay: \$30,000

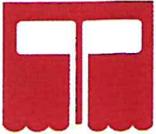
Budget Information:

- Budgeted
- Non Budgeted
- Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Other

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



THEIN WELL

P.O. BOX 778, 11355 HWY 71 NE (ACROSS FROM RINGO LAKE)
SPICER, MINNESOTA 56288 · (320) 796-2111
www.theinwell.com · E-mail: theinwell@tds.net

WELLS ~ PUMPS
SALES ~ SERVICE

Since 1893

March 19, 2018

Kyle Kuntz
City of Mayer
413 Bluejay Ave
Mayer, MN 55360

Dear Kyle,

We at Thein Well Company are pleased to provide you with an estimate to pull well 1, televise the well and re-install the submersible pumping system:

ITEM	UNIT	QTY	UNIT PRICE	TOTAL
Labor Pull, Measure, Inspect, Re-Install	LS	1	4,100	\$ 4,100.00
Televise Well (Provide DVD copy to owner)	EA	1	1,400	\$ 1,400.00
Total Estimated Cost				\$5,500.00

We hope to be of service to you. To schedule, or if you have any questions please feel free to contact me at (800)450-8000, or via email zack@theinwell.com, at your convenience.

Best Regards,

Zack Thein
Thein Well Company

CLARA CITY, MN 56222 (320) 847-3207 · MONTICELLO, MN 55362 (763) 271-4200

CERTIFIED MASTER WATER WELL CONTRACTOR
Equal Opportunity Employer

MEMBER
NGWA

MEMBER
AWWA

**CITY OF MAYER
PERSONNEL
TUESDAY, MARCH 13, 2018 @ 8:00 A.M.
CITY HALL COUNCIL CHAMBERS**

AGENDA

1. Open Meeting

The meeting was opened at 8:08 a.m. Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

Also present: Fire Chief, Rod Maetzold.

2. Minutes

A. February 20, 2018 Personnel Meeting Minutes. Minutes were approved by the committee as presented.

3. Business

A. Fire Department

1. Pay – For Meetings

The Committee reviewed the current pay schedule for the Mayer Fire Department.

Maetzold informed that the firefighters get paid \$10.00 per fire call and \$15.00 per training (maximum 4 hours). He said that the pay was changed 2 years ago. He stated that the firefighters do not get paid for monthly department meetings. Maetzold detailed the current salaries for officer positions:

Chief - \$1,200/year
Chief 2 - \$500/year
Captain 1 & 2 - \$500/year
Captain 3 & 4 – No salary
Secretary - \$300/year
Lieutenants – No salary

Boder asked why some captains get paid and some don't. Maetzold informed that there is more responsibility assigned to the Captain 1 & 2 positions.

Maetzold said he was comfortable with the pay structure.

The Personnel Committee agreed to do research on the pay structures of other departments in other communities to see if the Mayer Fire Department structure is competitive.

B. City Council Pay

McCallum presented Council pay data from other Carver County communities. She broke down the data to show per capita pay based on each city's population.

The Personnel Committee recommended to Council an increase to \$3,000 for the Mayor and \$2,400 for each Councilmember.

C. 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 Committee 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.

McCallum presented data on H.S.A. plans with proposed contributions to each employee's H.S.A. account. Currently, each employee is allocated \$800 per month for health insurance premium. Based on the \$800 allocation, she restructured the distribution of the money to use it more efficiently with an H.S.A. plan.

McCallum explained that staff preferred an H.S.A. plan that would cover 100% once the deductible was met. She informed that based on her algorithm that staff would continue to be covered 100%, but that family would be covered 80%; with staff contribution of dependents of 20%.

McCallum informed that Long-Term and Short-Term Disability insurance would be \$40 per employee per month. She said that there would be enough money to cover the addition of this insurance.

Boder and Dodge asked McCallum to go back to the employees to see if to finalize details on the health insurance plan, life insurance and disability insurance.

D. Administrative Study

McCallum informed that employees have received their job descriptions and review documentation so that they can review and make additions/deletions where necessary. She said that staff should be getting the documentation back to her for distribution back to David Drowns.

E. Annual Leave Conversion

McCallum stated that she would be continuing to review what other cities do with regards to annual leave accumulation and carryover. She also said that she would be working with the attorney on the ability to allocate funds from annual leave accrual to a legitimate retirement plan fund.

F. Administrative Intern

McCallum suggested that the Committee discuss allowing the opportunity for an administrative intern to work with the city to gain real-life experience outside of the classroom in local government.

Boder and Dodge agreed that this would be worth looking into further.

G. Personnel Policy – Licenses and Certificates

McCallum asked about the history regarding if employees have been compensated or had a wage increase due to obtaining a license or certificate.

McCallum said that she has seen cities do it both ways.

The committee agreed to look into this further.

Adjournment

4. The meeting was adjourned at 8:55 a.m.

CITY OF MAYER
REGULAR MEETING – PARKS AND RECREATION COMMISSION
TUESDAY, MARCH 13, 2018 @ 6:30 P.M.
CITY HALL COUNCIL CHAMBERS

AGENDA

1. Call to Order

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

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

Absent: Troy Congdon.

Also present: None.

2. Approve Agenda

Butterfield added “Splash Pad” under A. 1.

Butterfield moved to adopt the agenda as amended. Johnson seconded. Motion passed 4-0.

3. Minutes

A. February 13, 2018 Meeting Minutes

Pohl moved to approve the February 13, 2018 meeting minutes. Wegner seconded. Motion passed 4-0.

4. Business

A. 2018 CIP Review

McCallum provided information in the 2018 Capital Improvement Plan that included planned improvements for:

- Curbing at Old Schoolhouse Park
- Picnic Table Maintenance
- Ice Skating Rink
- West Ridge Parking/Playground Equipment Improvements

McCallum asked the Commission if they were still comfortable with the planned projects for the year. The Commission agreed that the 2018 projects looked good.

Butterfield asked what the balance of the Park Fund was currently. Kuntz replied about \$320,000.

The Commission reviewed the following improvements planned for 2019:

- Curbing at Meadow Park
- Parking Areas and Road to/from Highway 12 (Meadow Park)
- Skate Park Additional Equipment (Meadow Park)

The Commission agreed to keep the parking area and road to Meadow Park on the 2019 plan.

The Commission agreed to hold off on additional equipment for the skate park for 2019 and to add in a priority for an Archery Range and a possible Splash Pad to start saving for in 2020.

McCallum said that staff would continue to research locations for the Archery Range. Wegner asked that staff look for grant possibilities. Butterfield suggested reaching out to other local organizations with Archery Ranges.

B. West Ridge Park – 2018 Amenities

McCallum reviewed information that was provided to the Commission at the last meeting from Flagship Recreation regarding new equipment options for West Ridge Park. McCallum said that there is a budget of about \$50,000 for new equipment for 2018.

The Commission requested cost information on several play equipment pieces for the next meeting; including the We-Saw and Cozy Dome.

1. Visit to manufacturing site or other communities

The Commission agreed to try and find a time to go visit Flagship Recreation to their manufacturing site.

5. Staff Updates/Comments

McCallum said that the Old School House Park Shelter went out for bid and that the bids are due on April 5, 2018 to City staff and that the bids will go to Council at their April 9, 2018 meeting.

6. Commissioner Reports/Comments

None.

7. Adjournment

Butterfield moved to adjourn the meeting at 7:16 p.m. Wegner seconded. Motion passed 4-0.

DRAFT