



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, SEPTEMBER 14, 2020
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. August 24, 2020 City Council Meeting Minutes
 2. August 24, 2020 City Council Workshop Meeting Minutes
 - B. Claims
 - C. 2021 Prosecution Contract – Carver County Attorney – Resolution 9.14.20.36
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committee**
 1. Administrative
 - a. Audio/Visual Upgrades – City Council Chambers
 - b. Awarding Sale of \$118,000 General Obligation Equipment Certificate – Resolution 9.14.20.37
 2. Public Works
 - a. Public Works Worker II - Accept Resignation of Jason Hilgers
 - b. Public Works Worker II – Filling Position
 3. Engineering
 - a. 2021 Street Improvements – Feasibility Study
- 7. City Council Reports**
- 8. Other Business**
- 9. Upcoming Meetings & Events**

September 28, 2020 City Council Meeting
- 10. For Your Information**

11. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – AUGUST 24, 2020

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

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

ABSENT: Mayor Dodge

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

ALSO PRESENT: Don Wachholz

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

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

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member Stieve-McPadden to approve the Consent Agenda with the removal of Public Works Report and changes to Work Session Minutes. Motion Carried 4/0.

1. Approve Minutes of the August 10, 2020 Regular Council Meeting.
2. Approve Minutes of the August 10, 2020 Council Workshop Meeting.
3. Approve Claims for the Month of August 2020.
4. Acknowledge Public Works Report of Activities from July 22 to August 19, 2020.
5. Acknowledge City Engineer Summary Report of Projects for July 2020.
6. Acknowledge City Administrators Report for the Month of August 2020.
7. Acknowledge Fire Department Report for the Month of July 2020.
8. Acknowledge Sheriff's Department Report for the Month of July 2020.
9. Acknowledge Auditor's Second Quarter Financial Report for 2020.
10. Acknowledge First and Second Quarter Building Report for 2020.
11. Approve Pay Request for Hydro-Clean.
12. Approve Resolution 8-24-20-33 CARES Act Housing Stability Program Contract Agreement.
13. Approve Resolution 8-24-20-34 CARES Act Small Business Assistance Program Contract Agreement.
14. Acknowledge Park Commission Resignation and Approve to Advertise for Vacancy.

PUBLIC WORKS

1. **Approve Pressure Washer for Waste Water Treatment Facility** – A MOTION to approve the purchase of a new steam pressure washer for the Waste Water Treatment Facility from All America Pressure Washers in the amount of \$6,740 was made by Council Member Butterfield and seconded by Council Member McNeilly. Motion carried 4/0.
2. **Approve Trail and Road Repairs for 2020** –A MOTION to approve the trail and road repairs in the amount of \$11,865 by WM Mueller and Sons was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion Carried 4/0.

3. **Discussion on Public Works Building Expansion** – Council had questions for Staff regarding limited space for Public Works equipment. Public Works Kuntz informed Council that the current Public Works building is at capacity and will need to investigate future expansion. Council asked if the old Public Works building located at Old School House Park could be moved to the current Public Works location for additional storage. Public Works Kuntz stated that the tin is fading, roof is failing and in need of repairs, and moving of utilities would be costly and difficult. Council recommended bringing this topic to a work session for further discussion.

ENGINEERING

1. **Approve Proposed Fire Station Site Design Engineering and Oversight** – A MOTION to approve site design engineering and oversight by Bolton & Menk in the amount of \$15,000 per letter for the proposed Fire Station was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

ADMINISTRATION

1. **Approve Resolution 8-24-20-35 Financing of Water Tower Painting** – Staff asked Council for direction on how to finance the painting of the water tower project. One option presented was to consider consolidating the tower project with the Fire Department tanker and paying cash due to the current low interest rates. The second option was to consider taking out a five-year bond and keeping the cash reserves. Acting Mayor Boder stated he liked the idea of keeping the extra cash reserves and bonding for both projects. Council Member McNeilly stated she would be open to seeing the interest rates and the numbers. A MOTION to finance both the Water Tower Painting project and Fire Department tanker by taking out a five-year bond was made by Council Member McNeilly. Being there was no second. Motion failed.

Acting Mayor Boder asked if the City would have to pay additional fees if this is the route the City wanted to take. Staff stated that there would be additional fees in the amount of \$18,000 to consolidate the water tower project with the Fire Department tanker bond. Staff stated that the City currently has 1.3 million in its cash fund.

A MOTION to pay cash for the Water Tower Painting Project and not consolidate with the Fire Department tanker bond was made by Council Member Butterfield and seconded by Council Member McNeilly. Motion carried 4/0.

City Engineer arrived at 7:00 p.m.

2. **Audio/Visual Upgrades to City Council Chambers** – Tabled
3. **Request to Extend Summer Hours to October 30, 2020** – Staff asked Council to consider extending City Hall summer hours, 7:00 am to 4:30 pm, M-TH, and 7:00 am to 11:00 am F due to the current Covid 19 environment and Governor's orders. A MOTION to return City Hall hours to 8:00 am to 4:30 pm, M-F, after September 30, 2020 was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 4/0.

PARK AND RECREATION

1. **Approve Discovery Park Basketball Court/Bluejay Park Basketball Hoops** – A MOTION to approve the installation of a basketball court at Discovery Park and replace basketball hoops at Bluejay Park for an

amount NTE \$40,000 was made by Council Member Butterfield. *Staff informed Council that the actual costs were listed incorrectly and that the costs will be closer to \$45,000.*

Council Member Butterfield amended her original motion to spend up to an amount NTE \$45,000 and Council Member McNeilly seconded. Motion carried 4/0.

2. **Approve Gaga Pit Matting** – A MOTION to approve the purchase and installation of matting for the Gaga Pit at Old School House Park for an amount NTE \$37,000 was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 4/0.

OTHER BUSINESS

- Deputy Sheriff Allie Jacobson introduced herself to Council. She is replacing Deputy Sheriff Bengtson.

FOR YOUR INFORMATION

- Acknowledge minutes of the August 10, 2020 Public Works Meeting.
- Acknowledge minutes of the August 18, 2020 Park Board Meeting.

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 7:17 p.m. Motion Carried 4/0.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy Clerk MCMC

MAYER COUNCIL WORKSHOP MEETING MINUTES – JULY 27, 2020

Call Work Session to order at 7:18 p.m. by Acting Mayor Boder.

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

ABSENT: Mayor Dodge

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

ALSO PRESENT: Don Wachholz

1. **Discussion on 2021 Street Project:** City Engineer David Martini recommended that a mill and overlay be planned for each street when the pavement is approximately 20-years old. In, addition there are a few streets in town that should be considered for reconstruction during the planning period. It is recommended that new pavements be seal coated withing 5 to 6 years of construction and crack filling should be preformed as needed. Mr. Martini stated that the City will need to consider funding for the streets to be reconstructed. In the past, the City has followed its assessment policy for reconstructed roads, which assesses a portion of the costs to the property owners. Council discussed when construction on 5th Street was to start. Mr. Martini stated that a feasibility study would need to be completed before construction begins. Looking at Spring of 2021. Council agreed to start discussions with residents on assessments and scope of service. Council directed Staff schedule a Workshop Meeting on reconstruction time sometime this fall and then schedule an open house for the residents on 5th Street.
2. **Discussion and Review of 2021 General Fund Budget:** City Administrator McCallum reviewed the process of setting the preliminary budget for the General Fund by the end of September. She reminded Council that the preliminary levy can always be lowered after set, but not increased. She presented expenditure and revenue data from the 2020 budget year, as well as the proposed 2021 budget with and without capital expenditures. She highlighted that last year's tax levy was 49.35%. She shared that the 2021 a preliminary tax rate comes in at 54.70% but anticipates the actual rate to be close to last year. Council appreciated the hard work Staff put into the daft and thanked her for the thorough presentation.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:48 p.m.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy Clerk MCMC

ACCOUNTS PAYABLE LIST

SEPTEMBER 14, 2020

Checks: 23227 - 23259, 5753E - 5776E, 50144-50145

23227	VOID	VOID	
23228	Carver County Treasurer	CARES Act Funds - CDA	\$102,156.00
23229	IUOE Local 49 Fringe Benefits	Union Health Insurance	\$3,795.00
23230	VOID	VOID	
23231	Bureau of Criminal Affairs	Background Check - Fire Department	\$15.00
23232	Fill Me Up - Fuel	Fire Department - Fuel	\$270.75
23233	AEM Financial Services	Quarter 2 Report/Additional Services	\$2,411.25
23234	AEM Workforce Solutions	Payroll Prep	\$615.00
23235	Bolton and Menk Inc	Water Tower Rehab/WTP Project	\$5,237.46
23236	Brunton Architects	Schematic Design	\$48,325.10
23237	Central Pension Fund	Union HRA Dues	\$126.00
23238	Coach Cliffs Gaga Ball Pits	GAGA Pit Mats	\$3,550.64
23239	Core and Main	Pumper Cap	\$225.34
23240	DPC Industries	Samples	\$521.20
23241	Fill Me Up - Fuel	Fire Department - Fuel	\$60.75
23242	Gopher State One-Call Inc	Locates	\$79.65
23243	Grainger	Street Light Repair Kits	\$2,912.14
23244	Great America Financial Services	Copier Lease	\$190.41
23245	Greater MN Communication	FD Decals/Utility Billing	\$551.20
23246	Guardian Pest Control	Pest Control - City Hall	\$44.26
23247	IUOE Local 29 Union Dues	Union Dues - Pass Through	\$105.00
23248	IUOE Local 49 Fringe Benefits	Union Health Insurance	\$3,795.00
23249	Killmer Electric Inc	Street Lights - Downtown	\$575.00
23250	Loomis Homes	Landscape Escrow - Returns	\$10,000.00
23251	Mayer Lumber Co	Hose End/Misc Supplies	\$155.19
23252	Metro West Inspections	Finald Permits	\$3,154.46
23253	Mini Biff LLC	Porta Potties - Parks	\$881.28
23254	Peak Heating and Cooling	Mid Season Service	\$238.50
23255	Prairie Restorations	Wetland Management	\$1,427.25
23256	Squeaky Clean	Cleaning Services	\$861.17
23257	Total Energy Systems LLC	OSH Lift Station Generator Repair	\$731.39

23258	Victoria Plumbing Inc	Refund - Permit	\$300.00
23259	VISA	Notary Stamp and Renewal	\$80.88
5753E	ADP LLC	Employee Wages	\$7,299.94
5754E	ADP LLC	Employee Taxes	\$2,899.98
5755E	PERA	Employee Benefits	\$1,401.12
5756E	Xcel Energy	Street Lights	\$1,745.66
5757E	Frontier	PW Internet	\$113.73
5758E	McLoed Power Coop	City Sign	\$36.94
5759E	McLoed Power Coop	Street Lights	\$712.42
5760E	Centerpoint	Fire Department - Gas	\$24.87
5761E	Centerpoint	City Hall - Gas	\$62.16
5762E	Centerpoint	PW - Gas	\$17.06
5763E	Centerpoint	WTP - Gas	\$43.75
5764E	Centerpoint	WWTP - Gas	\$63.61
5765E	ADP LLC	ADP Payroll Processing Fee	\$90.28
5766E	Security Bank	Bank Fee - Utility Payment Declined	\$4.00
5767E	Void	VOID	
5768E	ADP LLC	ADP Payroll Processing Fee	\$88.50
5769E	ADP LLC	ADP Payroll Processing Fee	\$90.28
5770E	PERA	Employee Benefits	\$1,382.75
5771E	PERA	Employee Benefits	\$1,425.58
5772E	Verizon Wireless	OSH Lift Auto dialer	18..30
5773E	ARINNA LLC	Xcel Solar Subscription	\$3,527.87
5774E	Verizon Wireless	FD	\$41.26
5775E	Xcel Energy	Electric	\$2,227.70
5776E	Verizon Wireless	City Cell Phones/Pad	\$325.80
50144	ADP LLC	Edholm	\$129.29
50145	ADP LLC	Edholm	\$129.29
			<hr/>
			\$207,907.79



Request for Council Action Memorandum

Item: 2021 Prosecution Contract – Resolution 9.14.20.36

Meeting Date: September 14, 2020

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and approve the 2021 Prosecution Contract for the Carver County Attorney's Office.

Details:

The City of Mayer contracts with Carver County Attorney's Office for prosecution services for statutory gross misdemeanor and misdemeanor violations.

Every year, the City enters into a contract with the Carver County Attorney's Office to provide prosecution service for the City for the upcoming year. Staff has received the 2021 prosecution services contract for the dates of January 1, 2021 – December 31, 2021.

The fee that is paid by the City of Mayer to the Carver County Attorney's Office for the prosecution services is based on a three year caseload average.

The City of Mayer contract for 2020 was \$1,070.14. The City of Mayer contract for 2021 will be \$1,202.74. The City will see an increase in cost of \$132.60.

Staff is recommending approval of Resolution 9.14.20.36 Authorizing the Execution of Joint Powers Agreement Prosecution Contract for 2021.

Attachments:

Resolution 9.14.20.36

2021 Prosecution Contract

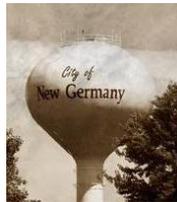
2021 Prosecution Contract

Carver County Attorney's Office



Who We Serve

Carver
Chaska
Cologne
Hamburg
Mayer
New
Germany
Norwood
Young
America
Victoria
Waconia
Watertown



Determination of Contract Fees

County Attorney Staff Costs	\$178,928
<i>Less Total Fine Revenue paid to Carver County Attorney's office in 2019</i>	<i>(\$ 89,284)</i>
<i>Contract Cost Allocation</i>	<i>(\$ 19,012)</i>
Equals Total Surcharge to be paid in 2021	\$ 70,632

Participating cities pay surcharge quarterly per their three year case load average (see chart later in presentation)
Surcharge includes **0.00%** county personnel cost allowance

Cases by Location (2017 – 2019)

Cases listed: Adult (PM/MD/GM)				Updated: 3/24/20	
	2017	2018	2019	3 Yr Avg	% Total
Carver	48	60	66	58	5.81%
Chaska	444	577	477	499	50.02%
Cologne	22	23	26	24	2.37%
Hamburg	1	3	7	4	0.37%
Mayer	14	15	22	17	1.70%
New Germany	-	8	7	5	0.50%
Norwood Young America	40	54	71	55	5.51%
Victoria	79	108	93	93	9.35%
Waconia	179	178	183	180	18.03%
Watertown	53	73	64	63	6.34%
	880	1,099	1,016	998	100%

Contract Rates and Caseload %

	2020 Rate	2021 Rate	3 Yr. Caseload %
Carver	\$ 6,144.68	\$4,103.47	5.81%
Chaska	\$46,948.15	\$35,327.61	50.02%
Cologne	\$ 1,967.68	\$1,674.41	2.37%
Hamburg	\$ 207.12	\$259.42	0.37%
Mayer	\$ 1,070.14	\$1,202.74	1.70%
New Germany	\$ 310.69	\$353.75	0.50%
Norwood Young America	\$ 4,211.52	\$3,891.23	5.51%
Victoria	\$ 8,871.82	\$6,603.29	9.35%
Waconia	\$15,051.02	\$12,734.92	18.03%
Watertown	\$ 5,972.08	\$4,480.80	6.34%
Totals:	\$90,754.91	\$70,631.64	100%

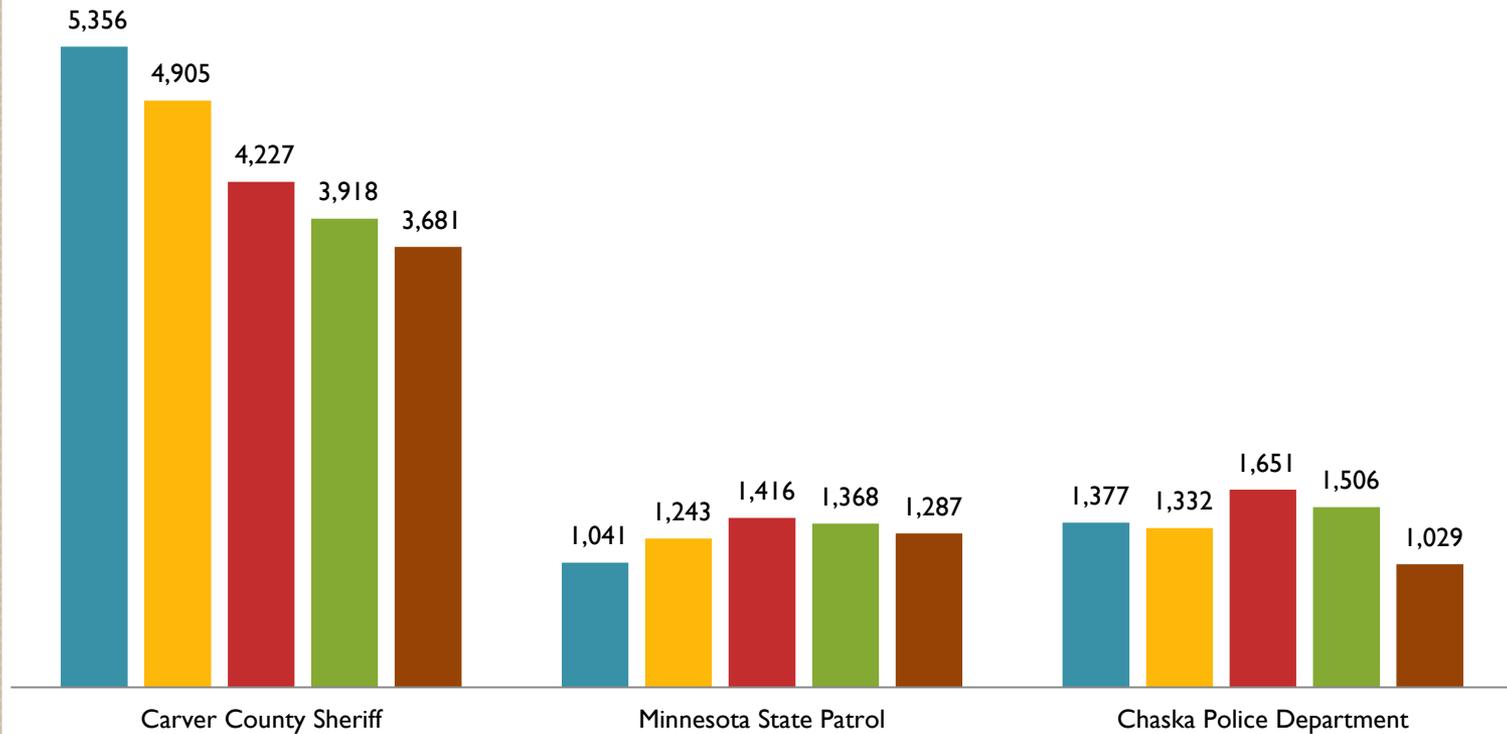
2021: No COLA/With Cost Allocation/Personnel Cost reduce

	2020 Surcharge	2021 Surcharge	Difference
Carver	\$6,144.68	\$4,103.47	(\$2,041.21)
Chaska	\$46,948.15	\$35,327.61	(\$11,620.54)
Cologne	\$1,967.68	\$1,674.41	(\$293.27)
Hamburg	\$207.12	\$259.42	\$52.30
Mayer	\$1,070.14	\$1,202.74	\$132.60
New Germany	\$310.69	\$353.75	\$43.06
Norwood Young America	\$4,211.52	\$3,891.23	(\$320.29)
Victoria	\$8,871.82	\$6,603.29	(\$2,268.53)
Waconia	\$15,051.02	\$12,734.92	(\$2,316.10)
Watertown	\$5,972.08	\$4,480.80	(\$1,491.28)
	\$90,754.90	\$70,631.64	(\$20,123.26)

Citations issued by Law Enforcement

Citations Issued

■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019



OUR OFFICE SERVING CARVER COUNTY

Mark Metz, County Attorney
Peter Ivy, Chief Deputy
Rhonda Betcher, Executive Assistant
John Rekow, Law Office Manager
Nancy Yates, Victim Witness Manager
1 Victim Witness Coordinator
1 Victim Witness Legal Admin
17 Assistant County Attorneys
2.5 Paralegals
6 Legal Administrative Assistants
1 Administrative Assistant
1 File Clerk





CARVER COUNTY ATTORNEY'S OFFICE
MARK METZ COUNTY ATTORNEY

Friday, August 14, 2020

Margaret McCallum
 413 Bluejay Avenue
 Mayer MN 55360

Dear Ms. McCallum,

Enclosed you will find a chart/table of the numbers of cases that the Carver County Attorney's Office prosecuted for the 10 of 11 cities. This shows the three year averages and the prosecution costs for each city, including your city. I have also included a PowerPoint presentation.

2021 Contract Fees						
With usage change and 0% increase	2020 Contract	2021 Contract	Change	2020 Rate	2021 Rate	Change
	3 Yr Avg	3 Yr Avg	+/-	Rate	Rate	+/-
Mayer	1.18%	1.70%	0.52%	\$1,070.14	\$1,202.74	\$ 132.60

With the ongoing COVID-19 crisis and recent office personnel changes, our office has reduced the annual surcharge to the cities for Prosecution Services in 2021. This was accomplished by not charging the annual COLA increase along with a county allocation to offset the surcharge amount. In addition, we have eliminated two law clerk positions since Carver County will be using a hearing officer to handle traffic cases and other minor violations. The hearing officer will be under the supervision of the courts and the role will be served by an attorney. This will reduce the number of court hearings for our prosecutors and law clerks. About 80% of our law clerks' time was spent handling these minor cases and appearing in court. With a hearing officer, we thought that we could eliminate the law clerks in order to save financially and pass that savings on to the cities (@\$25,000). A hearing officer will also be more efficient for citizens who want to discuss and negotiate their tickets since they'll be able to schedule meetings/hearings with the hearing officer, rather than have everyone who gets a ticket come to court on Mondays. It is likely the hearing officer won't start until 2021 due to covid-19. There will not be any additional costs for the hearing officer (i.e. salary) passed along to the county or cities. Scott County is going to share the hearing officer with Carver County to save costs. We do not expect that using a hearing officer will affect the fine revenue or plea negotiations since I have been assured that the hearing officer will act consistently with our policies (ex: if a person has a ticket on their record within the past 3 years the person generally does not qualify for a stay of adjudication to keep the new ticket off their record).

We will continue to collect the monthly fines as before and the surcharge reduction will be assessed with your most recent three-year average of cases. This may result in a decrease or slight increase from previous years. Going forward we would propose that we look back at the previous year for any COLA increase. Thus, it is possible that for the 2022 contract there would be a COLA increase if things change for 2021. This will also allow us to provide you with our prosecution contracts in the Spring so that you can budget in advance.

We hope this change will help you during these difficult times while continuing to provide your cities the best services we can. Our office appreciates the opportunity to prosecute for your city.

Sincerely,

John Rekow
 Law Office Manager



**CITY OF MAYER
RESOLUTION 9.14.20.36
AUTHORIZING EXECUTION OF JOINT POWERS
AGREEMENT PROSECUTION CONTRACT**

WHEREAS, The Carver County Attorney Office (the “Attorney”) offers to provide certain prosecution services for the City of Mayer (the “City”); and

WHEREAS, The Attorney will provide for the prosecution of statutory gross misdemeanor, misdemeanor violations, excluding certain liquor law violations, and the cost of said prosecution services shall be provided by the City contributing an additional one-third (1/3) of all fines and penalties to Carver County; and,

WHEREAS, The Attorney may provide other prosecution services for ordinance violations and will not charge and additional fee; and

WHEREAS, The Attorney will charge the City a surcharge of \$1,202.74 for 2021; and

WHEREAS, The City desires to obtain these prosecution services.

NOW THEREFORE BE IT RESOLVED; By the City Council of the City of Mayer, hereby approves the Joint Powers Agreement Prosecution Contract for the 2021 calendar year, attached hereto and by said references incorporated herein in its entirety.

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

Passed and adopted by the City Council, City of Mayer on this 14th day of September, 2020.

Mike Dodge
Mayor

ATTEST:

Margaret McCallum, City Administrator

2021 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Mayer, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Mayer and also to provide for prosecution of municipal traffic and parking ordinance violations.

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

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Mayer, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Mayer to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Mayer and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2021, and extending through December 31, 2021.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$1,202.74 is to be paid by the City of Mayer to the Carver County Attorney's Office in four equal installments by April 15, 2021, July 15, 2021, October 15, 2021 and January 15, 2022.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the

accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement *to* indemnify and hold harmless does not constitute a waiver by any participant *of* limitations on liability provided under Minnesota Statutes Section 466.04.

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

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

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

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

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2021.

12. Merger and Modification.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its

appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF MAYER

IN PRESENCE OF:

BY: _____
Mayor

City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____



Council Memorandum

Item: Audio/Visual Upgrades – City Council Chambers

Meeting Date: September 14, 2020

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To discuss and consider approving the spending \$7,069.48 of CARES ACT Funds for audio/visual upgrades in the Council Chambers.

Details

The City received \$172,906.00 in CARES Act funds. At the August 10, 2020 meeting, the City Council discussed COVID-19 related items the funds could be used for. Funds can be used on unbudgeted items for 2020 that will help navigate through COVID-19.

The City reached out the Tierney for proposal information on what it would cost to allow for video and live conferencing capabilities of meetings, and the ability to download videos directly to the youtube channel via the hardware installation.

This would allow for residents to attend meetings remotely as there is limited space to attend meetings in person and also some residents may prefer to attend virtually.

The updates listed in the quoted upgrades would allow for video conferencing (outside residents can get into the meeting). It would involve sending a meeting invite out to whoever we would like to have join the meeting. We would be able to stream the meeting to YouTube and other platforms where someone could watch if they do not need or want to participate directly.

Downloading on the jump drive would still be an option or a computer addition would allow for the to connection to the City Youtube site and to download directly.

In addition, this project will allow the City of Mayer to broadcast their programs on the Metronet (formerly Jaguar) network. So Metronet customers in Mayer can see council meetings or whatever we want to broadcast on the channel.

Attachments:

Tierney proposal.



PROPOSAL

Design & Integration by Tierney



THANK YOU
FOR CONSIDERING US!

Tierney has been in the business of helping our partners improve their communication and tell their unique stories for over forty years. The only way to accomplish this is to listen to our customers needs, provide consultation based on our experience, and deliver on our promise. We strive to be a valued and trusted partner to your organization, not simply a supplier.

On behalf of our entire team at Tierney, we truly appreciate the opportunity to work with you on delivering your vision and supporting you each step of the way. Our success is dependent on your success.

Robert T. Gag
CEO



Thursday, August 06, 2020

Margaret McCallum
City of Mayer

Proposal for Audio-Visual Service

RE: City of Mayer - Web Conferencing Addition

Opportunity Number: 26806

Scope of Integration Services

Summary of Work to be completed by Tierney at **413 Bluejay Ave N. Mayer, MN 55360.**

(Please initial if address is correct or provide correct address. _____)

Executive Summary:

System Objective and Overview

Tierney is pleased to present The City of Mayer (the Client) with the following scope of work for upgrading their current AV Capabilities by including the ability to present via web conferencing. One (1) quote will be presented for this Scope of Work.

This quote will include:

- One (1) new Vaddio EasyIP Mixer, which will allow for the ability to send the same video being recorded over a web meeting, along with providing the ability in the future to switch between multiple cameras, and provide Picture-In-Picture.
- Labor for installation and configuration of the Vaddio and configuration of the existing Extron SMP 111 for simultaneous streaming and recording to USB.

Quote: (A – Counsel Chambers)

Where You See It

Video Display Solution

The existing projection system will be reused, with few to no changes.

What You Will See

Video Source Solution

Video inputs to the system should be remaining the same, although a Tierney representative will need to make a trip to map the video system. Tierney has documentation of the Audio system that was provided in a previous job, but the Video system and video flow does not appear to be documented.

A new Small form-factor PC will be provided by the Client, and installed in the rack by Tierney. This will provide the base for web conferencing, and will provide the ability to be platform agnostic as much as possible.

The existing Lumens camera will be reused, and will be processed, by a Vaddio video mixer, which will allow camera video to pass into the web conferencing PC via USB. The same camera image will then be presented out to the Extron SMP device in order to allow for recording and web streaming of the camera image and conferencing audio.

What You Will Hear

Audio Source Equipment

Audio will be heard through the existing speakers, which provide program audio, and will also provide audio return from the far-end during calls.

Microphones will not be present in the overhead speakers, but will be sent to both the recording system and the web conferencing PC.

How You Will Use the System

Control Solution

Previous system control will not be touched, and should remain as is.

New system usage being added will be as follows:

- Client will use wireless mouse and keyboard in order to control the conferencing PC.
- Extron SMP 111 will be reprogrammed in order to allow streaming to YouTube Live, or Facebook – currently the SMP 111 does not provide the ability to stream to multiple locations, but does allow for streaming + recording to a flash drive/network drive simultaneously. Client to verify recording location and streaming provider.
- When the client starts their web conferencing application, they will choose the Biamp unit as the audio system, and the Vaddio Mixer as their video source. This will allow them to provide mounted camera and microphone audio to the far end of a conference.

Where Is It Being Put

Furniture/Rack Solution

Shure wireless microphone chargers will be removed and placed on a 20"x18"x5" wall-mount shelf. Network cabling will be re-organized. New room PC will be mounted to existing rack mount shelf. Vaddio mixer will be placed on rack shelf next to Extron SMP 111. Room PC will be integrated into the existing video scheme via a single HDMI output (no extended desktop as only a single projector).

Remaining existing equipment will remain as-is.

What You Need to Provide

Client Responsibilities

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Verify a minimum of a Duplex electrical receptacle, on a separate circuit for AV, mounted at each display location, table core hole, and lectern.
- Verify a minimum of a Quadplex electrical receptacle, on a separate circuit for AV, mounted at the Rack location.
- Provide accessible cable pathway, or a conduit of 1", with pull string and no more than 30% current fill. A 1" conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and touch screen to an accessible ceiling.

- Provide at least four (4) Client network drops at the rack for VOIP, room PC, and two (2) for any future added OFE equipment that might need to utilize the network. Exact location to be coordinated with Tierney project management prior to installation.
- Other trades to Install electrical items including hardwired whip of table box, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney.
- All furniture cuts will the responsibility of the client and/or other trades, with coordination, placement, and schematics to be provided by Tierney.
- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required.
- Working with Tierney Project management, fill out any required networking coordination worksheets for VOIP switch config, or other items.
- VOIP/SIP has been removed from Tierney's scope of work.
- Verifying configuration of the network connection prior to Tierney installation date.
- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Verify with Tierney project management requirements for output on PC/laptop.
- Client will need to set up and configure any computing resources. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.
- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Customer Expectations:

If multiple rooms were quoted, installation pricing for this proposal assumes that all quotes will be signed off on and installed at the same time. If one or more of the quotes in this proposal are not approved, existing quotes will need to be revised to reflect those changes and additional charges may apply.

Equipment locations such as closets, or cabinetry may require additional venting, or in some cases dedicated cooling units to keep equipment operating at standard temperatures.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at your convenience at 612-331-5500. Our fax number is 612-331-3424.

Proposal Prepared By:

Sales Representative - Mike Chapley
 Systems Engineer - Nick Pooler

(Please initial to acknowledge and authorize the Scope of Integration Services presented here. _____)



Quote

#187842

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierney.com

8/6/2020

Bill To
 Accounts Payable
 City of Mayer
 413 Blue Jay Avenue
 Mayer MN 55360

Ship To
 Margaret McCallum
 City of Mayer
 413 Bluejay Ave N
 Mayer MN 55360

Memo:
 Web Conferencing Addition

Expires	Sales Rep	Contract	Terms
11/4/2020	592 Mike Chapley	MNS-CPV 152129	Net 30

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	City of Mayer - Web Conferencing Addition							
	Video Source Solution							
	Owner Furnished Product - PC							
1	999-60320-000 EasyIP Mixer -Compact A/V switcher supporting four EasyIP Camera video feeds plus an HDMI source -4x4 Dante Audio matrix (10x10 cross-point audio matrix) -Concurrent 1080p/60 USB 3.0 and HDMI output -Flexible control options with serial, telnet, trigger, Vaddio Device Controller, and web control	Vaddio	\$1,775.51	\$1,775.51	\$1,571.25	\$1,571.25	13%	Video Conferencing
	Audio Solution							
1	60-1542-01 HAE 100 4K HDMI Audio De-Embedder	Extron	\$446.35	\$446.35	\$395.00	\$395.00	13%	Control Systems
	Control Solution							
	Furniture/Rack Solution							
1	80011181049 3M 1181 3/4 IN x 18 YD Copper tape w/ conductive adhesive	Liberty	\$41.03	\$41.03	\$36.31	\$36.31	13%	Associated Hardware
1	PDT-1015C-NS PDT Series Thin Power Strips	Middle Atlantic	\$47.54	\$47.54	\$42.07	\$42.07	13%	Cabling
8	VT1 VT1 1-Space Vent Panel -1 3/4"	Middle Atlantic	\$10.68	\$85.44	\$9.45	\$75.60	13%	Audio-Visual Furniture
1	Integration Item OR-604044927 Wall Mount Shelf	Legrand	\$87.29	\$87.29	\$77.25	\$77.25	13%	Mounting Hardware
1	998-6000-006 Dual Rack Mount Kit For Vaddio 1/2-Rack Enclosures	Vaddio	\$91.33	\$91.33	\$80.82	\$80.82	13%	Audio-Visual Furniture



187842



Quote

#187842

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierney.com

8/6/2020

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
1	535-2000-244W Thin Profile Wall Mount for Vaddio ConferenceSHOT 10 / ConferenceSHOT FX Cameras White System Core and Infrastructure Solution	Vaddio	\$58.32	\$58.32	\$51.61	\$51.61	13%	Audio-Visual Furniture
5	Integration Item CAT6STP-3BLK Cat6 Snagless Shielded Ethernet Cables, Black, 3ft.	Comprehensive	\$4.43	\$22.15	\$3.92	\$19.60	13%	Cabling
4	Integration Item CAT6STP-1BLK Cat6 Snagless Shielded Ethernet Cables, Black, 1ft.	Comprehensive	\$4.07	\$16.28	\$3.60	\$14.40	13%	Cabling
4	Integration Item CAT6STP-5BLK Cat6 Snagless Shielded Ethernet Cables, Black, 5ft.	Comprehensive	\$4.78	\$19.12	\$4.23	\$16.92	13%	Cabling
4	CAT6STP-7BLK Cat6 Snagless Shielded Ethernet Cables, Black, 7ft	Comprehensive	\$5.96	\$23.84	\$5.27	\$21.08	13%	Cabling
2	MHD18G-3PROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	Comprehensive	\$13.58	\$27.16	\$12.02	\$24.04	13%	Cabling
1	MHD18G-6PROBLK MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 6ft	Comprehensive	\$18.81	\$18.81	\$16.65	\$16.65	13%	Cabling
1	USB3-AB-3ST USB 3.0 A Male To B Male Cable 3ft.	Comprehensive	\$7.22	\$7.22	\$6.39	\$6.39	13%	Cabling
1	USB3-AB-6ST USB 3.0 A Male To B Male Cable 6ft.	Comprehensive	\$8.50	\$8.50	\$7.52	\$7.52	13%	Cabling
2	101-005-02 EACH XTP DTP 24 Plug Shielded RJ-45 Plug Kit for Extron XTP DTP 24 Shielded Twisted Pair Cable EACH	Extron	\$2.83	\$5.66	\$2.50	\$5.00	13%	Cabling
150	22-2C-PSH-BLK Black Audio and control 22 AWG 1 pair shielded plenum	Liberty	\$0.11	\$16.50	\$0.10	\$15.00	10%	Cabling
150	24-4P-P-L6SH-BLK Black Category 6 F/UTP EN series 23 AWG 4 pair shielded cable Reel	Liberty	\$0.60	\$90.00	\$0.535	\$80.25	12%	Cabling
3	NC3FXX Neutrik NC3FXX 3 Pin Female XLR Nickel/Silver	Neutrik	\$2.69	\$8.07	\$2.38	\$7.14	13%	Cabling



187842



Quote

#187842

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 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierney.com

8/6/2020

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
1	Minnesota State Contract - Associated Hardware		\$500.00	\$500.00				
3	Minnesota State Contract - Design / Engineering Professional/Technical Design Service; Engineering and Design		\$120.00	\$360.00				
4	Minnesota State Contract - Project Management		\$90.00	\$360.00				
2	Minnesota State Contract - In-House Installation		\$90.00	\$180.00				
7	Minnesota State Contract - On-Site Installation		\$95.00	\$665.00				
8	Minnesota State Contract - Programming and Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$960.00				
1	Minnesota State Contract - Maintenance / Service (Std 1 yr) Maintenance / Service; Standard One Year Installation Warranty		\$599.00	\$599.00				
1	Minnesota State Contract - Maintenance / Service (PRM 1 yr) Maintenance / Service; Upgrade to Premium One Year Installation Warranty including preventative maintenance.		\$249.00	\$249.00				

Subtotal \$6,769.12

Tax (0%) \$0.00

Shipping Cost \$300.36

Total \$7,069.48

To accept this quotation, sign here : _____

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

Standard Times for Delivery from Receipt of PO*:

- Stocked Product Equipment Only Sales – Three to Five Business Days
- Non-Stocked Product Equipment Only Sales – Ten to 14 Business Days
- Integration Projects – Two to Eight Weeks

*All days include time in transit and assume product is not on back order with the manufacturer.



187842



1771 Energy Park Dr. #100, St. Paul, MN 55108
800.933.7337 | info@tierney.com | www.tierney.com

**Tierney Premium Warranty Program
Designed for:
City of Mayer**

Terms and Conditions

Tierney offers a Premium Warranty on the installation you have purchased. Tierney will provide all labor needed to correct any defects in the system. All manufacturer warranties will be honored under this warranty and if equipment is out of warranty Tierney will facilitate all repairs through the manufacturer. Also included in the Premium Warranty the customer will receive:

- Unlimited Phone Support
- On-site service
- Preventative Maintenance Check

Preventative Maintenance Check will be completed toward the end of the Premium warranty period or annually for multi-year Premium warranty contracts. The warranty period commences at the end of the original installation warranty.

During the warranty period, Tierney will first work to resolve any problems by troubleshooting over the phone. If Tierney Support Specialists determine that the issue cannot be resolved over the phone, a Technician will be dispatched to your location(s) within 24-48 hours (if necessary) of the original call (Monday through Friday 8:00am – 5:00pm, excluding national holidays). Customers outside of a 100-mile radius of Tierney are subject to mileage and trip charges. If service is required after the Premium warranty period has expired, the customer will be billed at Tierney current labor rates.

Obtaining Warranty Service

To obtain warranty service, please use your custom support portal (support.tierney.com) and contact us via chat, phone, or email:

<https://support.tierney.com/>

Click here for a short video explaining how to log in to your support portal your first time:

<http://content.jwplatform.com/players/TpGSX21s-kaM9q1Ga.html>

If you have any questions, please email support@tierney.com or call us at 800-933-7337. You can also call our advanced support line, 855-612-7762.

Obtaining Your Preventative Maintenance Check

Tierney will send out an email 60 days prior to the completion of each year requesting the customer to contact a Support Specialist at 612-331-5500 or by email at support@tierney.com to schedule a Preventative Maintenance Check. Customer may call to schedule Preventative Maintenance Check prior to the 60 day period if they require it done at an earlier date. Preventative Maintenance Checks are done Monday through Friday 8:00am – 5:00pm. Customer is responsible for providing access for up to 2 hours per room for Preventative Maintenance Check.

Limitations of coverage

The following items are excluded from coverage under the warranty:

- Damage or other equipment failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the equipment according to the owner’s manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, acts of war or acts of God.
- Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.
- Premium Warranty covers all hardware related failures. Network or software related failures are not covered under Tierney Premium Warranty.
- Operational or mechanical failure which is not reported prior to expiration of this contract.
- If programming is needed and Tierney doesn’t have access to the program then customer will be billed current programming rates.
- Programming changes or updates are not covered under maintenance agreement, all requested changes will be billed at current programming rates.
- Contract does not cover equipment that has been added or altered within the system during the contract period.
- Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- Damage resulting from unauthorized repair, software virus, improper electrical wiring and connections.
- Existing Owner Furnished equipment.
- Lift and Scaffolding rental is not included.

This maintenance contract refers to:

**City of Mayer - Web Conferencing Addition
26806**

I have read, understand and agree to the above terms and conditions per the plan elected.

Authorized Signature: _____

Date: _____



1771 Energy Park Dr. #100, St. Paul, MN 55108
800.933.7337 | info@tierney.com | www.tierney.com

City of Mayer
City of Mayer - Web Conferencing Addition
26806

Proposal Summary

Please Check the Quotes Intended for Purchase Order

City of Mayer - Web Conferencing Addition

State Contract Total:	\$	7,069.48	
Non Contract Total:	\$	-	
Proposal Total:	\$	7,069.48	<input type="checkbox"/>

Tierney Intellectual Property Notice

All information in this proposal; including but not limited to Equipment Lists, Drawings, Scopes of Work; is considered confidential, and the intellectual property of Tierney Inc.

Tierney authorizes the Client notated on this quote to use the information provided for internal use only. This information is not authorized to be shared outside of the Client's organization without written consent from Tierney. The information is considered confidential, and only to be used within the Client's organization.

If the Client would like to share this information outside of their organization, or for the purposes of soliciting additional bids on the work, Tierney reserves the right to refuse that request, and/or charge for the time and materials it has taken to complete the work before authorizing the release of the information.

PROJECT PROPOSAL

CONTENTS

SECTION 1 | **BECOMING YOUR PARTNER**

SECTION 2 | **WE DESIGN YOUR WORLD**

SECTION 3 | **SIMPLE FACTS ABOUT US**

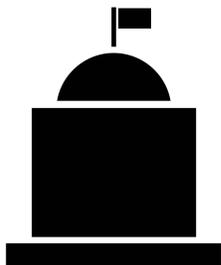
SECTION 4 | **STEP BY STEP**

SECTION 5 | **HELLO WE WOULD LOVE TO MEET**

SECTION 6 | **PROJECTS**

SECTION 7 | **TERMS & CONDITIONS**

SECTION 8 | **ACCEPTANCE OF QUOTE**



OUR MISSION

Provide our customers with the most suitable, reliable and advanced interactive solutions to inspire collaboration and improve performance.

1 | BECOMING YOUR PARTNER

IT'S WHAT WE ARE HERE FOR

Our years of experience across all vertical markets has developed our insights into trends, best practices, and best in class solutions for your technology initiatives.



**Earn
Your Trust**



**Provide
Solutions**



**Ongoing
Support**

Our goal is to be a trust partner, viewed as an experienced and valuable member of your team.

WHY WORK WITH AN INTEGRATOR

STRATEGY

- Consultation with your team to determine vision
- Establish your organizations design standards
- Create a solution that is scalable and forward thinking

DESIGN

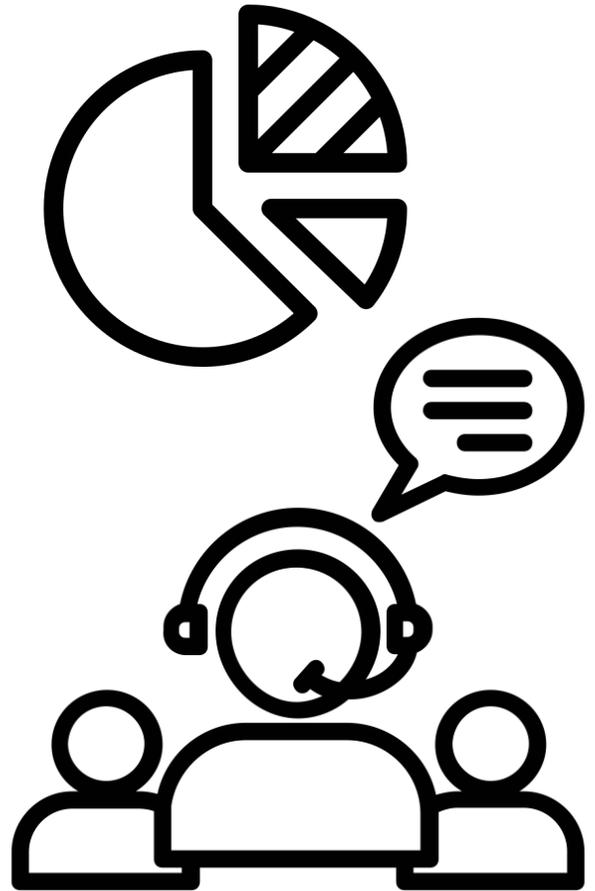
- We employ industry certified design engineers
- The design engineer is part of your team, working with your Account Executive
- A solution based on your desired scope will be created using industry leading manufacturers and practices

INTEGRATION

- Our teams of industry and state certified installers will ensure a professional installation
- A dedicated project manager will be assigned to your project to oversee the implementation from start to finish
- Upon completion of the project you will receive a full set of schematic drawings and any programming source code that was used

TECH SUPPORT

- Tierney provides unrivaled support with our easy to access helpdesk
- We utilize industry leading software to manage our service and support
- Our dedicated service team is the largest in the market and maintains their industry certifications to enable quick resolution to any service needs



We are driven by creating experiences that deliver results for your business, your employees, or your students.

2

WE DESIGN YOUR WORLD

... WITH BEST PRACTICES IN MIND

INTEGRATION IS OUR PLAYGROUND

Tierney's vast years of experience designing technology solutions for every market has shaped our award winning design philosophy. We use industry leading manufacturers and design with the future in mind. We listen to your current needs and design a system that allows for growth to the next logical step in your users technology growth. We also design to keep the user experience consistent from room to room and location to location.

SHORT PRESENTATION OF OUR SERVICES

And we can do more!

As a true collaborative partner to you and your organization, we not only work hard to understand your needs but also to change with you and develop services that can help fill gaps with in your organization.



STRATEGY

We are committed to developing and maintaining long-term partnerships with our customers and suppliers leading to solutions that are responsive to our customers' needs



MANUFACTURERS

Tierney is committed to actively pursuing new products or services to best serve our customers.



SYSTEMS

Tierney offers full systems installation and integration of all the products we offer. We have made it our goal to be the most qualified, full service integration team in the Midwest.



TECH SUPPORT

Service is a core value at Tierney. That's why we do repairs in our service center rather than shipping them to the manufacturer.



AV SOLUTIONS

Tierney offers full system design, installation and integration.



PROFESSIONAL DEVELOPMENT

Ongoing professional development is key to successful tech integration. Our PD team has the resources and experience to support your schools.



We are driven by creating experiences that deliver results for your business, your employees, or your students.

SIMPLE FACTS ABOUT US

WE ARE FULLY CAPABLE OF HANDLING YOUR NEEDS



Whether we are designing a small huddle space in your local office, a classroom or learning environment, or designing your new corporate headquarters somewhere around the country, we have you covered. From sales and design to implementation and ongoing support, our team of 175+ professionals value your partnership and work diligently to maintain your trust.

OUR COMPANY IN NUMBERS

175+

wonderful people working as a team

43

beautiful years of achievements

10,000+

successful projects completed

RECENT AWARDS



AVIXA Certification
AV Provider of Excellence

WINNER / 2017 & 2016
BEST A/V Company
TCB Magazine

WINNER / 2018
FAST 50 AWARD
Twin Cities Business Journal

4 | STEP BY STEP

FROM START TO FINISH, WE TAKE YOUR IDEAS AND TURN THEM INTO REALITY

OUR APPROACH

Nobody knows your business better than you. You have goals and a vision, and our role is to listen, consult, and make that vision come to life.

.....

Tierney has over forty years experience to draw from in the technology space. We pride ourselves on our comprehensive approach to make sure that we have taken all of the "unknowns" into account.

WHAT IS IMPORTANT

- Budget
- Timeline
- How do you currently work vs. how you would like to work
- Reliability and ease of use

NECESSARY STEPS TO PERFECTION

This walk we will do together!

PROJECT DEFINITION



We will sit down with your stakeholders to consult and develop your strategic goals for your investment.

STRATEGY & STRUCTURE



We will listen and develop an appropriate technology plan to meet current needs while allowing for future growth.

DESIGN



Tierney industry certified design engineers will research and build a solution to reliably achieve your project goals.

ONSITE DEVELOPMENT



Tierney project managers will work with you or your contractors to ensure the site is ready for installation and can support your newly integrated technology.

TESTING



Our installation professionals will build and test your system (many times this can be done in our production facility) to ensure a reliable performance.

LAUNCH



When the time is right to launch your new technology to your organization, Tierney will assist in training and providing materials to ease your staff into a more productive workplace.

5

HELLO!

WE WOULD LOVE TO MEET



For those of you that we have had the opportunity of working with in the past, THANK YOU for your partnership and trust in us. Our entire organization is grateful.

For those of you that are new to Tierney and considering us as a technology partner moving forward, we appreciate the opportunity and invite you to come and meet our wonderful team. Our new offices are a working showroom of some of the latest technologies being installed today, from conferencing to digital communications, interactive to collaborative, and much more.

The following page is a snapshot of “your team”, some of the folks that have been engaged on your project thus far.



THE BEST IN THEIR BRANCH

You will be amazed

**MIKE
CHAPLEY**



SALES REP

Industry certified with experience in technology consultation to help you navigate your technology initiative.

**DARRICK
KNUTSON**



ENGINEER

Industry certified with 13 years of audio visual design experience. Providing highly reliable system designs with thoughtful functionality in mind.

*A dedicated engineer will be assigned to your specific project

**JEFF
SORENSEN**



PROJECT MANAGER

Industry certified with years of experience in site preparation, scheduling, communication, and change management.

*A dedicated project manager will be assigned to your specific project

**HOLLY
GUST**



SALES COORDINATOR

Experienced SC providing a single point of contact for client communication in regards to purchase orders, invoices, deliveries, and project schedules.

**SEVILLA
ANDERSON**



TECH SUPPORT

Industry certified with three years of providing our clients ongoing support of any service, warranty, or preventative maintenance support they may need.

**KYLEEN
DONAHUE**



DIGITAL SIGNAGE

Industry certified with 17 years of technology experience relating to hardware, software, content creation, deployment, and consultation as needed for your digital communication.

6

PROJECTS

SOME OF OUR INSPIRED PROJECTS



Factory Motor Parts

WHAT WE DID:

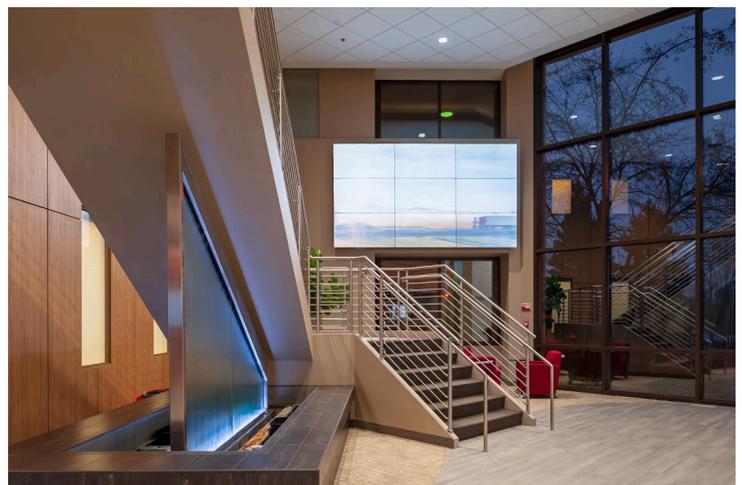
- ✓ Research & Consultation
- ✓ Design
- ✓ Project Management
- ✓ Installation

FMP

The FMP Partners Network is the independent service centers' connection to all the parts, tools and technology you need to take your shop to the next level. This program is designed exclusively for independent shops.

COMMISSIONED 2018

Research | Design | Programming



SOME OF OUR INSPIRED PROJECTS

Take a look at our recent work



McNamara Alumni Center COMPANY INSTALLATION

In continued efforts to maintain its level of bold and beautiful standards the McNamara center partnered with Tierney to install and upgrade the center's digital needs.

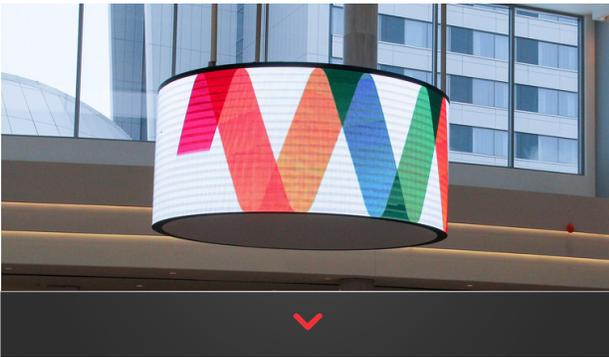
LINK: www.first-project.com



Rihm Kenworth COMPANY INSTALLATION

Tierney partnered with the company to design and implement their Audio Visual systems, as well as a portion of their internal and external signs and graphics for both of their new buildings.

LINK: www.first-project.com



Mall Of America COMPANY INSTALLATION

Tierney helped Mall of America accomplish this goal by providing two NanoLumens NanoWrap hanging "Halo" signage displays in two separate atrium areas within the most recent addition to the space.

LINK: www.first-project.com



Magnet 360 COMPANY INSTALLATION

Working alongside Salesforce for 14 years, Magnet360 has gained deep expertise across all Salesforce products, and uses the knowledge to ensure our customers extract the full potential out of the platform.

LINK: www.first-project.com

MAINTENANCE & SERVICES OPTIONS

In case you want more.

01 Support Contracts

- Customized Support Options
- Access to Support Portal
- Preventative Maintenance Check(s)
- Dedicated Support Specialist
- Next Day Onsite Support
- Manufacturer Repair Assistance
- Meeting Support

02 Onsite Support

- Six Trained Technicians available for onsite support
- Ten Trained Installers
- Standard and Emergency support available
- Meeting Support
- Preventative Maintenance Check(s)
- Loaner Equipment

03 Lifeline and Repair Service

- Unlimited Phone and Email Support
- Six Trained Support Specialists
- In House Warranty Evaluations
- In House Repair Services
- Product Provisioning
- Programming Assistance

Contact your rep for a quote on added maintenance and service options.



PRODUCT
PROVISIONING



SUPPORT
PORTAL



PHONE/EMAIL
SUPPORT



REPAIR
SERVICES



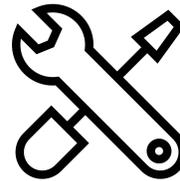
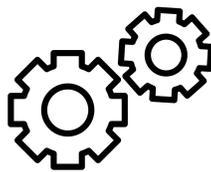
SUPPORT
CONTRACTS



CUSTOMER
SATISFACTION
(NPS)

TIERNEY TECHNOLOGY NOW

Tierney Technology Now is designed to create the highest level of technology flexibility and protection. Our mission is to provide our customers with technology solutions that solve problems and create communication and collaboration environments that enhance productivity and learning. Technology changes fast and Tierney Technology Now ensures that your team is running at peak performance within a monthly operating budget.



GET THE RIGHT TECHNOLOGY SOLUTION NOW

- Smarter Cash Flow with Op-Ex vs. Cap-Ex
 - Reduces Risk of depreciating asset
 - Streamline budgeting

TECHNOLOGY LIFE CYCLE MANGEMENT WITH LESS RISK

- 3 year terms with flexible options (Return/Extend/Refresh)
 - Consistent path to upgrade without capital
- Tierney ensures system reliability and functionality

PREMIUM SOLUTION SUPPORT

- Lifetime preventative maintenance to predict equipment failures before they happen
 - Lifetime on-site support for faster response time and less business interference
 - Lifetime phone/email support with dedicated technology expert
- Complete access to Zendesk Support Portal for reporting and tracking support tickets

TERMS & CONDITIONS



BECAUSE TIME IS MONEY

- 1. Entire Agreement.** These Terms and Conditions apply to the Sales Order (the "Order") and shall constitute the entire agreement (the "Agreement" or "Terms and Conditions") of Tierney ("Seller") and Buyer with respect to the subject matter hereof. These Terms and Conditions are controlling and shall supersede any prior or contemporaneous agreements, understandings or representations, oral or written, relating to the subject matter hereof. These Terms and Conditions shall govern in the event of any conflict between these Terms and Conditions and any provision contained in any subsequent Sales Order or Purchase Order or otherwise, the terms of which, whether conflicting, supplemental or otherwise, are expressly rejected.
- 2. Shipment, Title and Risk of Loss.** Unless otherwise agreed in writing, or pursuant to a Buy and Hold transaction, title and risk of loss pass from Seller to Buyer upon receipt of shipment from Seller. Seller is responsible for damage that occurs during shipment to the customer (FOB Destination), unless the customer has arranged the shipping contract with their own provider. If the buyer has arranged their own shipping method, the buyer would assume responsibility and ownership of the goods once the shipment is picked up at the Sellers location (FOB Origin). Unless otherwise agreed in writing, the method of shipment will be at Seller's discretion. Any delivery or shipment date is an estimate only.
- 3. Payment.** For accounts where credit has been established, terms are net 30 days following the date of invoice. Amounts not paid in full within 30 days of date of invoice will be subject to a service charge of 1% per month on the unpaid balance to be included on each month's statement until paid in full. Payment options are EFT or check.
- 4. Taxes and Other Charges.** In addition to any price provided in this Agreement, Buyer shall be liable for any tax, fee or other charge imposed on Seller at any time upon the sale and/or shipment of the products sold hereunder, now imposed by federal, state, municipal or any other governmental authorities or hereafter becoming effective for or during the period hereof.
- 5. Cancellation or Default by Buyer.** This Order may not be cancelled in whole or in part by Buyer except with Seller's written consent. If at any time, in Seller's opinion, Buyer's credit is impaired, or if Buyer shall fail to pay to Seller any amount when due, under this or any other agreement, or if at any time Buyer shall indicate an intention to refuse to perform its obligation hereunder, Seller may at its option terminate this Agreement with respect to further shipments and all obligations of Buyer with respect to shipments previously made shall become immediately due and payable. In the event of such termination, Buyer shall remain liable to Seller for any and all loss or damage sustained due to Buyer's default. The Buyer's Liability, at the time of cancellation would be greater than or equal to 10% of the total of the order.
- 6. Customized Goods.** In the event that the Order is for customized products or specially manufactured goods, or for products that Buyer customizes after receipt of the products, the Tierney Customized Product Sales Form shall be completed, attached hereto, and incorporated into these Terms and Conditions.
- 7. Bill and Hold Transaction.** In the event Buyer has requested that Seller bill and hold the products pursuant to the Order, the Tierney Bill and Hold Agreement shall be completed, attached hereto, and incorporated into these Terms and Conditions.
- 8. Force Majeure.** Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its reasonable control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on Seller's or its suppliers' products or marketing activities or any other cause or contingency beyond Seller's control.

9. **Limitation on Warranty and Remedies.** Seller warrants those products manufactured by it against defects caused solely by faulty assembly for 30 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Tierney or the manufacturer. Buyer's exclusive remedy, if any, under these warranties is limited, at Tierney's election, to any one of (a) refund of Buyer's purchase price or (b) replacement of any such product. Buyer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. SELLER SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO BUYER OR OTHERWISE FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. **Software License.** Title to any software installed with the products sold to Buyer remains with the applicable licensor(s). All software is subject to the applicable license agreement that is included with the products. Buyer agrees to be bound by the license agreement once the software is opened, the package is opened or its seal is broken. Warranty for any software shall be in accordance with the license agreement. Seller does not warrant any software under this Agreement.

11. **Limitation of Actions.** Products are deemed accepted by Buyer unless Buyer notifies Seller in writing within 10 days after receipt of products, if for quantity, or within 30 days after receipt of products, if for quality, loss of or damage to products, and the products must be held available at Buyer's place of business for Seller's inspection. Any action for breach of this Agreement, other than for non-payment, must be commenced within one year of the date of shipment, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. No claim may in any event be made after products have in any way been used or processed by the Buyer. Buyer's remedies set forth herein are exclusive and the total liability of Seller for damages with respect to this Agreement, or anything done in connection therewith, shall be limited to the purchase price of the particular shipment with respect to which such damages are claimed.

12. **Returns.** No products may be returned to Seller without Seller's written consent. Products returned without Seller's prior written consent will be refused.

13. **Indemnification.** Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, suits, proceedings, costs, demands, damages and liabilities of any nature, relating to or in any way arising out of the delivery, rejection, installation, possession, use, operation, control or disposition of the products purchased by Buyer.

14. **Governing Law.** This Agreement shall be exclusively governed by and construed in accordance with the internal laws of the state of Minnesota.

15. **Amendment.** This Agreement shall not be amended except by a writing signed by an officer of the Seller and specifically stating that it is an amendment.

16. **Venue.** Any suit, action or proceeding with respect to this Agreement must be brought exclusively in the courts of the State of Minnesota or in United States courts located in the State of Minnesota, as either party may elect, and Buyer hereby submits to the jurisdiction of such courts for the purpose of any suit, action or proceeding. Buyer irrevocably waives any objections which it may now or hereinafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement in the courts located in the State of Minnesota and irrevocably waives any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

17. **Timeframe for Delivery of Professional Development Services (Training).** Tierney shall deliver any professional development services to the buyer within 12 months after placement of sales order. Tierney shall no longer be liable to provide professional development services after 12 months. Tierney will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.



THANK YOU

FOR YOUR BUSINESS



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St. Paul, MN 55108
800.933.7337
info@tierney.com
www.tierney.com



Request for Council Action Memorandum

Item: Awarding Sale of \$118,000 General Obligation Equipment Certificate – Resolution 9.14.20.37

Meeting Date: September 14, 2020

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and approve the proposals/bids for the sale of the \$118,000 General Obligation Equipment Certificate for the Mayer Fire Department Tanker.

Details:

On August 10, 2020, the City Council approved the financing of the Mayer Fire Department Tanker in the amount of \$118,000.

The City of Mayer is working with its financial advisor, Ehlers and Associates, as the advisor of the certificate.

Per Resolution 8.10.20.29, passed by the City Council, it authorized Ehlers to assist the city in the sale of the certificates.

It established September 14, 2020 as the consideration meeting for and awarding the sale of the Certificates.

The proposals/bids will be received on September 11, 2020 at 2:00 p.m. It will be available and presented by Ehlers at the meeting on September 14, 2020.

Attachments:

Resolution 9.14.20.37

\$118,000 General Obligation Equipment Certificates, Series 2020A Pre-Sale Report

**EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF MAYER, MINNESOTA**

HELD: SEPTEMBER 14, 2020

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Mayer, Carver County, Minnesota, was duly held at the City Hall on September 14, 2020, at 6:30 P.M., for the purpose, in part, of considering proposals and awarding the sale of a \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 9.14.20.37

**RESOLUTION AWARDING THE SALE OF A \$118,000 GENERAL OBLIGATION
EQUIPMENT CERTIFICATE OF INDEBTEDNESS, SERIES 2020A AND LEVYING A
TAX FOR THE PAYMENT THEREOF**

A. WHEREAS, the City of Mayer, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue a \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A (the "Certificate"), pursuant to Minnesota Statutes, Chapter 475 and Minnesota Statutes, Section 412.301, to finance the purchase of a fire truck for the City (the "Equipment"); and

B. WHEREAS, the equipment to be financed by the Certificate has an expected useful life at least as long as the term of the Certificate; and

C. WHEREAS, the amount of the Certificate to be issued does not exceed one-quarter of one percent (0.25%) of the estimated market value of the taxable property in the City (\$212,236,500 times 0.25% is \$530,591.25); and

D. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal adviser for the sale of the Certificate and was therefore authorized to sell the Certificate by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Certificate have been solicited by Ehlers; and

E. WHEREAS, it is in the best interests of the City that the Certificate be issued in typewritten form as hereinafter provided; and

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

1. Acceptance of Offer. The proposal of _____, _____ (the "Purchaser"), to purchase the Certificate, and to pay therefor the sum of \$118,000 plus interest accrued to settlement, all in accordance with the terms and at the rates of interest hereinafter set forth, is hereby accepted.

2. Terms; Original Issue Date; Denominations; Maturities; Interest. The City shall forthwith issue the Certificate, which shall be in fully registered form without interest coupons, shall be dated, mature, bear interest and be payable as provided in the form of the Certificate.

3. Purpose. The Certificate shall provide funds to finance the Equipment. The total cost of the Equipment, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Certificate.

4. Registrar. The City Administrator, City of Mayer, Minnesota, is appointed to act as registrar and transfer agent with respect to the Certificate (the "Registrar"), and shall do so unless and until a successor Registrar is duly appointed, all pursuant to any contract the City and Registrar shall execute which is consistent herewith. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Certificate shall be paid to the registered holders (or record holders) of the Certificate in the manner set forth in the form of Certificate.

5. Form of Certificate. The Certificate, together with the Certificate of Registration, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
CARVER COUNTY
CITY OF MAYER

R-1

\$118,000

GENERAL OBLIGATION EQUIPMENT CERTIFICATE OF INDEBTEDNESS,
SERIES 2020A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
%	February 1, 2026	October 1, 2020

REGISTERED OWNER:

PRINCIPAL AMOUNT: ONE HUNDRED EIGHTEEN THOUSAND DOLLARS

THE CITY OF MAYER, CARVER COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, duly certified on the Certificate of Registration attached to and made a part of this Certificate (the "Registered Owner"), in the manner hereinafter set forth, the \$118,000 principal amount of this Certificate in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of _____% per annum:

Principal Installments <u>Due February 1</u>	<u>Amount</u>
2022	\$
2023	
2024	
2025	
2026	

Interest. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2021, and shall be calculated on the basis of a 360 day year consisting of twelve 30 day months. At the time of final payment of all principal of and interest on this Certificate, the Registered Owner shall surrender this Certificate to the City Administrator at the City Hall of the City of Mayer, Minnesota.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Certificate shall not be a business day of the Issuer or of the Registered Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment

Redemption. This Certificate shall be subject to redemption and prepayment at the option of the Issuer on any date at a price of par plus accrued interest, in whole or in multiples of \$1,000, upon written notice to the Registered Owner, at the redemption price equal to par plus accrued interest to date of prepayment. If redemption is in part, the Issuer may select the specific principal installments hereof, or applicable portions thereof, to be prepaid.

Issuance; Purpose; General Obligation. This Certificate is issued as a single instrument pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on September 14, 2020 (the "Resolution"), for the purpose of providing money to finance the purchase of a fire truck for the Issuer. This Certificate is payable out of the General Obligation Equipment Certificate of Indebtedness, Series 2020A Fund of the Issuer. This Certificate constitutes a general obligation of the Issuer and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Transfer. This Certificate is transferable, as provided in the Resolution, upon the Register kept by the City Administrator upon surrender of this Certificate together with a written instrument of transfer duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing, and thereupon a new, fully registered Certificate in the same aggregate principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed; provided that such transfer may occur only with respect to the entire Certificate and all of the remaining principal amount of the sole final maturity hereof. The Issuer may treat and consider the person in whose name this Certificate is registered as the absolute Registered Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Certificate (except for the payment of interest to the Registered Owner as of a Record Date) and for all other purposes whatsoever.

Fees upon Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with any legal or unusual costs regarding lost certificates.

Qualified Tax-Exempt Obligation. This Certificate has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution, laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Certificate, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Certificate, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Mayer, Carver County, Minnesota, by its City Council has caused this Certificate to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

CITY OF MAYER
CARVER COUNTY, MINNESOTA

October 1, 2020

REGISTRABLE BY AND
PAYABLE AT

Mayor

City Administrator
City of Mayer, Minnesota

City Administrator

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Certificate may be made only by the registered owner or the registered owner's legal representative last noted below:

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	<u>SIGNATURE OF REGISTRAR</u>
October 1, 2020		

REGISTER OF PARTIAL PAYMENTS

The installment of principal amount of the attached Certificate has been prepaid on the dates and in the amounts noted below:

<u>DATE</u>	<u>AMOUNT</u>	<u>SIGNATURE OF REGISTERED OWNER</u>	<u>SIGNATURE OF REGISTRAR</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Certificate. Partial payments do not require the presentation of the attached Certificate to the City Administrator and a Registered Owner could fail to note the partial payment here.

6. Execution. The Certificate shall be in typewritten form, shall be executed on behalf of the City by the facsimile signatures of its Mayor and Interim City Administrator, the seal of the City have been omitted as provided by law. In the event of disability or resignation or other absence of either officer who may act on behalf of the absent or disabled officer. In case either officer whose signature shall appear on the Certificate shall cease to be such officer before the delivery of the Certificate, the signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Certificate when so prepared and executed shall be delivered by the Interim City Administrator to the Purchaser upon receipt of the purchase price and the Purchaser shall not be obliged to see to the proper application thereof.

8. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Equipment Certificate of Indebtedness, Series 2020A Fund" (the "Fund") to be administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until the Certificate have been fully paid. There shall be maintained in the Fund the following separate accounts:

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Certificate. From the Capital Account there shall be paid all costs and expenses of the acquisition of the Equipment including all costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in the Capital Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Certificate may also be used to the extent necessary to pay interest on the Certificate due prior to the anticipated date of commencement of the collection of taxes herein levied.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) all taxes herein and hereafter levied for the payment of the Certificate; (ii) all funds remaining in the Capital Account after the payment of all costs of acquisition of the Equipment; (iii) all investment earnings on funds held in the Debt Service Account; and (iv) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Certificate and any other general obligation certificates of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Certificate shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Certificate were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Certificate or \$100,000. To this effect, any proceeds of the Certificate and any sums from time to time held in the Capital Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the certificates payable therefrom) in excess of amounts which under then-applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions

imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Certificate to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Certificate there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
-------------------------	-------------------------------	---------------

See Attached Tax Levy Schedule

The tax levies are such that if collected in full they will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Certificate. The tax levies shall be irrevocable so long as the Certificate is outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

10. Defeasance. When the Certificate has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holder of the Certificate shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any installment of principal of the Certificate which are due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any installment of principal of the Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to any installment of principal of the Certificate, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

11. Compliance with Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Certificate, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure"). The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Certificate, and (ii) a de minimis amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Certificate.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Certificate or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Certificate and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of bond proceeds to reimburse the Reimbursement Expenditure and, if made within thirty days after the Certificate is issued, shall be treated as made on the day the Certificate is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Certificate stating in effect that such action will not impair the tax-exempt status of the Certificate.

12. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Certificate, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Certificate and any other certificates payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

13. Certificate of Registration and Tax Levy. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Carver County, Minnesota, together with such other information as each such County Auditor shall require, and to obtain the County Auditor's certificate that the Certificate has been entered in the County Auditor's Register and that the tax levy required by law has been made.

14. Records and Certificate. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Certificate, certified copies of all proceedings and records of the City relating to the Certificate and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Certificate as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

15. Negative Covenant as to Use of Proceeds and Equipment. The City hereby covenants not to use the proceeds of the Certificate or the equipment financed thereby, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the equipment, in such a manner as to cause the Certificate to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

16. Tax-Exempt Status of the Certificate; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States if the Bonds (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small-issuer exception amount of \$5,000,000.

For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Bonds are issued by a governmental unit with general taxing powers; (ii) no Bond is a private activity bond; (iii) 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and (iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all entities subordinate to, or treated as one issuer with the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

17. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Certificate as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Certificate is issued after August 7, 1986;

(b) the Certificate is not "private activity bonds" as defined in Section 141 of the Code;

(c) the City hereby designates the Certificate as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2020 will not exceed \$10,000,000;

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2020 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Certificate does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

18. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions hereof.

19. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and, after a full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF MAYER

I, the undersigned, being the duly qualified and acting City Administrator of the City of Mayer, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as the minutes relate to providing for the issuance and the sale of a \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A.

WITNESS my hand on September 14, 2020.

City Administrator

STATE OF MINNESOTA
COUNTY OF CARVER

COUNTY AUDITOR'S CERTIFICATE AS
TO TAX LEVY AND REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Carver County, Minnesota, DO HEREBY CERTIFY that on the date hereof there was filed in my office a certified copy of a resolution adopted on September 14, 2020, by the City Council of the City of Mayer, Minnesota, authorizing the issuance of a \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A (the "Certificate"), and levying a tax for the payment thereof, together with full information regarding the Certificate, and the Certificate have been entered in my bond register and the tax levy required by law has been made.

WITNESS my hand and the seal of the County Auditor on _____, 2020.

County Auditor

(SEAL)

SIGNATURE AND NONLITIGATION CERTIFICATE

We, the undersigned, being respectively the duly qualified and acting Mayor and City Administrator of the City of Mayer, Minnesota (the "City"), DO HEREBY CERTIFY that we did, in our official capacities as such officers, sign our own proper names by facsimile signatures, duly designated by the City Council as Registrar and authenticating agent (the "Registrar") on the City's \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A (the "Certificate"), dated October 1, 2020 as the date of original issue, and numbered R-1, in the denomination equal to the total principal amount of the Certificate due on February 1, 2022 through 2026, and bearing interest until paid or discharged at the rate of _____% per annum.

WE FURTHER CERTIFY that we are now and were on the date of signing the Certificate, the duly qualified and acting officers therein indicated, and duly authorized to execute the same.

WE FURTHER CERTIFY that the Certificate has been in all respects duly executed for delivery pursuant to authority conferred upon us as such officers; and no obligations other than the Certificate has been issued pursuant to such authority, and that none of the proceedings or records which have been certified to the purchaser of the Certificate or the attorneys approving the same have been in any manner repealed, amended or changed, and that there has been no change in the financial condition of the City or of the facts affecting the Certificate.

WE FURTHER CERTIFY that there is no litigation pending or, to our knowledge, threatened questioning the organization or boundaries of the City, or the right of any of us to our respective offices, or in any manner questioning our right and power to execute and deliver the Certificate, or otherwise questioning the validity of the Certificate or the levy of taxes for the payment of the Certificate and the interest thereon.

Dated: October 1, 2020.

CITY OF MAYER, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

CITY ADMINISTRATOR'S RECEIPT

I, the undersigned, being the duly qualified and acting City Administrator of the City of Mayer, Minnesota, DO HEREBY CERTIFY AND ACKNOWLEDGE that on the date hereof, I received from _____, _____, the purchaser of the \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A, dated October 1, 2020, the purchase price thereof, \$118,000, no interest having accrued to the date hereof, and I did thereupon deliver the Certificate to the purchaser.

Dated: October 1, 2020.

CITY OF MAYER MINNESOTA

By _____
Its City Administrator

CERTIFICATE OF REGISTRAR

The undersigned hereby certifies that I am the duly qualified and acting City Administrator, City of Mayer, Minnesota (the "Issuer"), and as such official do hereby further certify as follows:

1. I am the official charged with the responsibility of acting as Registrar for and registering the ownership and transfer of the Issuer's \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A.
2. On the date hereof I have registered the Certificate delivered this day.
3. Attached hereto is a true and correct copy of my register for the Certificate.

Dated: October 1, 2020.

CITY OF MAYER, MINNESOTA

City Administrator

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, being duly authorized to execute this Certificate on behalf of Ehlers & Associates, Inc., in Roseville, Minnesota (the "Municipal Advisor"), hereby certifies:

1. We have served as Municipal Advisor in connection with the sale of \$118,000 General Obligation Equipment Certificate of Indebtedness Bonds, Series 2020A (the "Certificate") of the City of Mayer, Minnesota (the "Issuer"), dated October 1, 2020.

2. The information set forth in the resolution of the governing body of the Issuer, adopted on September 14, 2020, providing for the issuance of the Certificate, is true and correct in all respects.

3. We have examined the Nonarbitrage Certificate of even date herewith and hereby certify that we furnished the Issuer the information on which the Nonarbitrage Certificate has been based, that such information is to the best of our knowledge true and correct in all respects and that no matters have come to our attention which make unreasonable or incorrect the representations made in the Nonarbitrage Certificate.

4. We hereby certify that the following information is true and correct and is furnished for the exclusive purpose of completing Form 8038-G, Information Return for Tax-Exempt Governmental Obligations ("Form 8038-G"), for the Certificate issued by the Issuer:

(a) the Issuer's federal employer identification number (EIN) is 41-1444213;

(b) the weighted average maturity based on the issue price of each maturity of the Certificate and from their date of issue (not based on the face amount of the bonds or from their dated date) is _____ years; and

(c) the yield on the Certificate to maturity, based on the information supplied by the original purchaser of the Certificate in the Certificate of Purchaser is _____%.

Dated: October 1, 2020.

EHLERS & ASSOCIATES, INC.

By _____
Its _____

CERTIFICATE OF PURCHASER

The undersigned, on behalf of _____, _____ (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the General Obligation Equipment Certificate of Indebtedness, Series 2020A (the "Certificate") of the City of Mayer, Minnesota (the "Issuer").

1. Purchase of the Certificate. On the date of this certificate, the Purchaser is purchasing the Certificate for the amount of \$118,000. The Purchaser is not acting as an Underwriter with respect to the Certificate. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Certificate (or any portion of the Certificate or any interest in the Certificate). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Certificate and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Certificate to persons other than the Purchaser or a related party to the Purchaser.

2. Defined Terms.

(a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificate to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificate to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificate to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Certificate, and by Taft Stettinius & Hollister LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Certificate is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificate.

Dated: October 1, 2020.

[BANK NAME]
as Purchaser

By: _____

Name: _____

Its: _____

NONARBITRAGE CERTIFICATE

The undersigned are the duly qualified and acting Mayor and City Administrator of the City of Mayer, Minnesota (the "City" or "Issuer"), charged, either alone or with others, with the responsibility of issuing \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A, dated October 1, 2020, as the date of original issue (the "Certificate"). This Certificate is being executed in accordance with the income tax regulations relating to arbitrage bonds (the "Regulations") and may be relied upon as a certification under Section 1.148-2(b)(2) of the Regulations and under Section 148 the Internal Revenue Code of 1986, as amended (the "Code"). The undersigned, having made an investigation of the facts, circumstances and estimates pertaining to and in connection with the Certificate, hereby certify and reasonably expect as follows with respect to the Certificate:

1. Purpose; Statement. The proceeds of the Certificate will be used to finance the purchase of a fire truck for the City (the "Equipment"). As of the date hereof, all of the representations and statements of fact contained in the resolution adopted by the City Council on September 14, 2020 (the "Resolution"), relating to the Certificate is true and correct, and nothing has occurred between the date of adoption of the Resolution and the date hereof to cause any expectation or covenant stated in the Resolution to become unlikely or impossible of occurrence or performance, unreasonable or otherwise invalid.

2. Only Issue. No certificates or bonds (in addition to the Certificate) (i) is sold or are to be sold at substantially the time as the Certificate, (ii) are sold pursuant to the same plan of financing with the Certificate, and (iii) are reasonably expected to be paid from substantially the same source of funds as the Certificate will be paid.

3. Proceeds and Uses. The Certificate was delivered and paid for on the date of this Certificate. The total sale proceeds of the Certificate (i.e., the issue price of the Certificate or the offering price of the Certificate to the public) is \$ _____, which together with accrued interest (\$-0-) and earnings thereon (estimated to be \$ _____), do not exceed the total of:

(i) \$ _____, estimated total financeable costs of acquisition of the Equipment;

(ii) \$ _____, expenses anticipated to be incurred in connection with the issuance of the Certificate.

4. Governmental Purposes; No Over-burdening of Tax-Exempt Market. The stated purposes of the Certificate is governmental purposes within the meaning of applicable law and regulations. The "Sale Proceeds" of the Certificate (i.e., the issue price of the Certificate less accrued interest), less any amounts used to pay issuance expenses, together with estimated earnings thereon, will not exceed the estimated dollar cost of acquiring the Equipment less all other funds to be expended for paying such costs.

5. Fund and Accounts. The Certificate is payable from the General Obligation Equipment Certificate of Indebtedness, Series 2020A Fund (the "Fund"), which Fund contains the following accounts: a Capital Account (for the acquisition of the Equipment) and a Debt Service Account (for payment of debt service on the Certificate).

6. Capital Account: Time Test; Due Diligence Test; Expenditure Test.

(a) Costs of Acquisition and Issuance. The costs of acquiring the Equipment and issuing the Certificate will be paid from the Capital Account in the Fund. The City reasonably expects to satisfy the time test, the due diligence test and the expenditure test as set forth below:

(i) Time Test. Substantial binding contracts or commitments for acquiring the Equipment obligating the expenditure of not less than \$_____ (five percent (5%) of the Net Sale Proceeds (as defined below) of the Certificate) have heretofore been entered into or made or will be entered into or made within six (6) months from the date hereof. "Net Sale Proceeds" is the issue price of the Certificate less the accrued interest and less any certificate proceeds deposited in any reserve fund or account. All such contracts are, or will be, binding obligations of the City.

(ii) Due Diligence Test. The acquisition of the Equipment and the allocation of the Net Sale Proceeds of the Certificate to expenditures has proceeded and will continue to proceed with due diligence to completion. The Equipment is estimated to be purchased by _____, 20__.

(iii) Expenditure Test. Any contract or commitment for the acquisition of the Equipment heretofore or hereafter executed has provided or will provide for the acquisition of the Equipment in less than three (3) years from the date hereof; and proceeds of the Certificate in an amount equal to at least eighty five percent (85%) of the Net Sale Proceeds of the Certificate will be spent in paying the cost of acquisition of the Equipment within three (3) years from the date hereof.

(b) Costs of Issuance, Transfer. The costs of issuing the Certificate will be incurred and paid within three (3) years from the date hereof. Any moneys remaining in the Capital Account after acquisition of the Equipment and payment of the costs of issuing the Certificate will be transferred to the Debt Service Account unless transferred to the fund of any other purchase as authorized by law.

(c) Investments. The City shall not invest amounts in the Capital Account at a yield materially higher than the yield on the Certificate or in obligations exempt from federal income taxation under Section 103(a) of the Code if and to the extent moneys remain therein after the earlier of (i) acquisition of the Equipment is complete or, (ii) three years from the date hereof.

7. Debt Service Account: Funding; Investment Covenants. The principal and interest on the Certificate is payable from the Debt Service Account. The City has covenanted that any sums from time to time held in the Capital Account and the Debt Service Account (or any other account of the City which will be used to pay debt service on the Certificate in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield (after taking into account all temporary periods) shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments. Other than the Debt Service Account, there is no other fund or account of cash or securities which the City has set aside and expects to invest or maintain at a yield greater than the yield on the Certificate for the purpose of paying debt service on the Certificate.

8. Debt Service Account; Bona Fide Debt Service Fund; Minor Portion; Temporary Periods; Yield. The Debt Service Account serves two functions: (i) a bona fide debt service fund (within the meaning of Section 1.148-1(b) of the Regulations) which is used primarily to achieve a proper matching of revenues and principal and interest payments within each Bond Year and is depleted at least once a Bond Year except for a reasonable carryover amount not exceeding the greater of the earnings on the Debt Service Account for the immediately preceding Bond Year or one-twelfth of principal and interest payments on the Certificate for the immediately preceding Bond Year, and (ii) a sinking fund (within the meaning of Section 1.148-1(c)(2) of the Regulations), and each such function shall be treated for the purposes hereof as if it occurred in a separate account.

Amounts deposited in the Debt Service Account which are to be used to pay debt service on the Certificate within twelve months of their receipt by the Issuer (or which are a reasonable carryover amount with respect thereto) will be invested without regard to yield for a temporary period not longer than thirteen months. Receipts in the Debt Service Account which will not be used to pay debt service on the Certificate within thirteen months of their receipt will be invested without regard to yield to the extent they do not exceed the "minor portion" of \$_____, which is an amount equal to the lesser of \$100,000 or five percent of the Sale Proceeds of the Certificate. Sale Proceeds of the Certificate is the issue price of the Certificate less accrued interest.

All receipts in the Debt Service Account may be invested without regard to yield for a temporary period of thirty days from receipt, and investment earnings on such sums may be invested without regard to yield for a longer temporary period of one year from receipt. Amounts not entitled to a temporary period or within said minor portion will not be invested at a yield which is materially higher than the yield on the Certificate, or will be invested without regard to yield in tax-exempt bonds as defined in Section 150(a)(6) of the Code, being obligations the interest on which is excluded from gross income under Section 103(a) of the Code.

9. Yield Determination; Materially Higher. The yield on the Certificate, based on their issue price being the initial offering price to the public as shown in the Certificate of Purchaser, has been calculated to be _____%; this yield on the Certificate will be recalculated if and as required by the Code or the Regulations. A "materially higher" yield is defined at Section 1.148-2(d)(2) of the Regulations and is generally one-eighth of one percent (0.125%).

10. Rebate. The Issuer is a "small issuer" not subject to the rebate requirement imposed by Section 148(f) of the Code by reason of issuing (together with all subordinate entities thereof, and all entities treated as one with the Issuer) less than \$5,000,000 of tax-exempt governmental obligations during the calendar year as provided in Section 148(f)(4)(D) of the Code.

11. Intentional Acts. The City shall not take any deliberate, intentional action after the date hereof to earn arbitrage profit except to the extent such action would not have caused the Certificate to be arbitrage bonds had it been reasonably expected on the date hereof.

12. Reimbursement Expenditures. \$ _____ of the proceeds of the Certificate will be used to reimburse the City for reimbursement expenditures. The official intent declaration of the City was dated _____. **OR** None of the proceeds of the Certificate will be used to reimburse the City for reimbursement expenditures.

13. Monitoring of Expenditure and Investments.

(i) The Issuer will monitor the expenditure of bond proceeds and the use of the facilities financed with proceeds of the Certificate in order to assure that the Certificate continue to qualify as "qualified bonds" within the meaning of Section 141(e) or Section 145 of the Code, and the Issuer will consult with Bond Counsel as necessary to determine whether, and to what extent, if as a result of any change in the use or purpose of the financed facilities any remedial action is required under Sections 1.141-12, 1.142-2 and/or 1.145-2 of the Income Tax Regulations.

(ii) The Issuer will monitor the investment of bond proceeds to assure compliance with Section 148 of the Code, and the Issuer will consult with Bond Counsel periodically with regard to arbitrage issues and compliance.

14. Basis For Expectations. The facts and estimates on which the foregoing expectations are based are (a) the documents included in the "Transcript" prepared for the Closing, (b) all contracts, if any, heretofore executed for the acquisition of the Equipment, (c) all expenditures which were heretofore made by the City for the acquisition of the Equipment and which are to be reimbursed out of the proceeds of the Certificate, and (d) such other facts and estimates, if any, as may be set forth in an Exhibit A attached hereto.

15. No Abusive Arbitrage Device. No "abusive arbitrage device" within the meaning of Section 1.148-10 of the Regulations is used in connection with the Certificate. No action relating to the Certificate has the effect of (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (ii) overburdening of the tax-exempt bond market.

16. Familiarity; Conclusion. We are generally familiar with the requirements of the Regulations, and nothing has been called to our attention to cause us to believe that the proceeds of the Certificate will be used in a manner which would cause the Certificate to be arbitrage bonds within the meaning of Section 148 of the Code.

17. No Other Facts. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances which would materially change the foregoing facts and conclusions.

Dated: October 1, 2020.

CITY OF MAYER MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

\$118,000
GENERAL OBLIGATION EQUIPMENT CERTIFICATE
OF INDEBTEDNESS, SERIES 2020A
CITY OF MAYER
CARVER COUNTY
MINNESOTA

We have acted as bond counsel in connection with the issuance by the City of Mayer, Carver County, Minnesota (the "Issuer"), of its \$118,000 General Obligation Equipment Certificate of Indebtedness, Series 2020A, bearing a date of original issue of October 1, 2020 (the "Certificate"). We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Certificate, and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and federal laws (which excludes any pending legislation which may have a retroactive effect on or before the date hereof), regulations, rulings and decisions, it is our opinion that:

(1) The proceedings show lawful authority for the issuance of the Certificate according to their terms under the Constitution and laws of the State of Minnesota now in force.

(2) The Certificate is valid and binding general obligations of the Issuer and all of the taxable property within the Issuer's jurisdiction is subject to the levy of an ad valorem tax to pay the same without limitation as to rate or amount; provided that the enforceability (but not the validity) of the Certificate and the pledge of taxes for the payment of the principal and interest thereon is subject to the exercise of judicial discretion in accordance with general principles of equity, to the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

(3) At the time of the issuance and delivery of the Certificate to the original purchaser, the interest on the Certificate is excluded from gross income for United States income tax purposes and is excluded, to the same extent, from both gross income and taxable net income for State of Minnesota income tax purposes (other than Minnesota franchise taxes measured by income and imposed on corporations and financial institutions), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or the Minnesota alternative minimum tax applicable to individuals, estates or trusts. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Certificate in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes and from both gross income and taxable net income for State of Minnesota income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Certificate in gross income and taxable net income retroactive to the date of issuance of the Certificate.

We express no opinion regarding other state or federal tax consequences caused by the receipt or accrual of interest on the Certificate or arising with respect to ownership of the Certificate.

Dated at Minneapolis, Minnesota, this 1st day of October, 2020.

August 10, 2020
Pre-Sale Report for

City of Mayer, Minnesota

\$118,000 General Obligation Equipment
Certificates, Series 2020A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Todd Hagen, Senior Municipal Advisor
Nick Anhut, Senior Municipal Advisor
Chris Mickelson, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$118,000 General Obligation Equipment Certificates, Series 2020A

Purpose:

To finance with other available funds, the acquisition of a tanker truck for the fire department in the City.

- Debt service will be paid from ad valorem property taxes.

Authority:

The Certificates are being issued pursuant to Minnesota Statutes, Chapters:

- 412 - Allows issuance of general obligation debt without referendum to fund projects if debt service is expected to be paid within 10-years from property taxes.
- 475 - General bonding authority.

The maximum that an entity can issue Certificates for at any one time without publication of a resolution allowing for a reverse referendum is limited to .25% of estimated market value. The Certificates do not exceed the estimated market value limit.

The Certificates will count against the City's legal debt limit of 3% of estimated market value. The Certificates do not exceed the net debt limit.

The Certificates will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Certificates are being issued for a term of 5 years. Principal on the Certificates will be due on February 1 in the years 2022 through 2026. Interest is payable every six months beginning August 1, 2021.

The Certificates will be subject to prepayment at the discretion of the City on any day prior to scheduled maturity.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Certificates as "bank qualified" obligations.

Bank qualified status broadens the market for the Certificates, which can result in lower interest rates.

Rating:

This issue will not be rated, as the cost of the rating would not be expected to be offset by the potential lower interest rates resulting from obtaining a rating. For a larger bond issue, or a longer-term bond issue, a rating might broaden the market for the Certificates and result in an overall reduction in interest costs.

Basis for Recommendation:

Based on our knowledge of the City's situation and objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation bonds with a limited competitive sale as a suitable financing option for the following reasons:

- General obligation bonds provide the most straight-forward approach to financing projects identified by the City.
- We expect that the size and term of the issue, with bank qualification, will attract several quality bids based upon similar recent sales in Minnesota.
- The City does not expect to have surplus resources adequate to prepay the debt prior to the scheduled maturities.
- This is the most overall cost-effective option.

Method of Sale/Placement:

The City will pursue a limited competitive sale approach with an offering document for this bond issue because of its relatively small size and shorter 5-year term. The Certificates will be offered to a limited number of local and regional banks. The City will direct Ehlers to distribute the offering document to no less than three banks, identified by the City as having an interest in submitting a bid for this bond issue.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because this issue is being sold in blocks of \$100,000 or more and is being sold to fewer than 35 sophisticated investors, this issue will be exempt from the Continuing Disclosure requirements of the Securities and Exchange Commission (SEC).

However, because the SEC has adopted new rules concerning continuing disclosure after a privately placed bond issuance, the City will disclose to EMMA the terms of the loan.

The City will also provide its financial statements to the purchaser upon request.

Arbitrage Monitoring:

Because the Certificates are tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Non-arbitrage Certificate prepared by your Bond Attorney and provided at closing.

Small Issuer Exception (\$5M or less) – The City expects to qualify for the small issuer exception to arbitrage rebate on the Certificates.

We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.

Investment of Certificate Proceeds:

To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy if needed.

Risk Factors:

GO Pledge: Because the Certificates will be general obligations of the City for which its full faith, credit and taxing powers are pledged, if the annual property taxes collected are not enough to pay the debt service payments, other City funds will need to be used.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Taft Stettinius & Hollister

Paying Agent: Issuer

Rating Agency: This issue will not be rated.

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	August 10, 2020
Distribute Offering Document:	Week of August 31 and September 7
City Council Meeting to Award Sale of the Certificates:	September 14, 2020
Estimated Closing Date:	October 1, 2020

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Bond Buyer Index
- Resolution Authorizing Ehlers to Proceed with Bond Sale

EHLERS' CONTACTS

Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Chris Mickelson, Municipal Advisor	(651) 697-8556
Rose Xiong, Public Finance Analyst	(651) 697-8589
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Mayer, Minnesota

\$118,000 General Obligation Equipment Certificates, Series 2020A

Assumes Current Market BQ AA Rates plus 25bps

5 Years - Local Bank Solicitation

Sources & Uses

Dated 10/01/2020 | Delivered 10/01/2020

Sources Of Funds

Par Amount of Bonds	\$118,000.00
Camden Township Cash	8,710.33
Fire Department Capital Cash	125,000.00
Hollywood Township Cash	8,599.55
Waconia Cash	9,070.37
Watertown Cash	9,070.37
Total Sources	\$278,450.62

Uses Of Funds

Costs of Issuance	14,000.00
Deposit to Project Construction Fund	263,479.00
Rounding Amount	971.62
Total Uses	\$278,450.62

City of Mayer, Minnesota

\$118,000 General Obligation Equipment Certificates, Series 2020A

Assumes Current Market BQ AA Rates plus 25bps

5 Years - Local Bank Solicitation

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2020	-	-	-	-	-
08/01/2021	-	-	1,819.17	1,819.17	-
02/01/2022	22,000.00	1.850%	1,091.50	23,091.50	24,910.67
08/01/2022	-	-	888.00	888.00	-
02/01/2023	23,000.00	1.850%	888.00	23,888.00	24,776.00
08/01/2023	-	-	675.25	675.25	-
02/01/2024	24,000.00	1.850%	675.25	24,675.25	25,350.50
08/01/2024	-	-	453.25	453.25	-
02/01/2025	24,000.00	1.850%	453.25	24,453.25	24,906.50
08/01/2025	-	-	231.25	231.25	-
02/01/2026	25,000.00	1.850%	231.25	25,231.25	25,462.50
Total	\$118,000.00	-	\$7,406.17	\$125,406.17	-

Yield Statistics

Bond Year Dollars	\$400.33
Average Life	3.393 Years
Average Coupon	1.8500008%
Net Interest Cost (NIC)	1.8500008%
True Interest Cost (TIC)	1.8485661%
Bond Yield for Arbitrage Purposes	1.8485661%
All Inclusive Cost (AIC)	5.8090355%

IRS Form 8038

Net Interest Cost	1.8500008%
Weighted Average Maturity	3.393 Years

City of Mayer, Minnesota

\$118,000 General Obligation Equipment Certificates, Series 2020A

Assumes Current Market BQ AA Rates plus 25bps

5 Years - Local Bank Solicitation

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2021	-	-	-	-	-
02/01/2022	22,000.00	1.850%	2,910.67	24,910.67	26,156.20
02/01/2023	23,000.00	1.850%	1,776.00	24,776.00	26,014.80
02/01/2024	24,000.00	1.850%	1,350.50	25,350.50	26,618.03
02/01/2025	24,000.00	1.850%	906.50	24,906.50	26,151.83
02/01/2026	25,000.00	1.850%	462.50	25,462.50	26,735.63
Total	\$118,000.00	-	\$7,406.17	\$125,406.17	\$131,676.48

Significant Dates

Dated	10/01/2020
First Coupon Date	8/01/2021

Yield Statistics

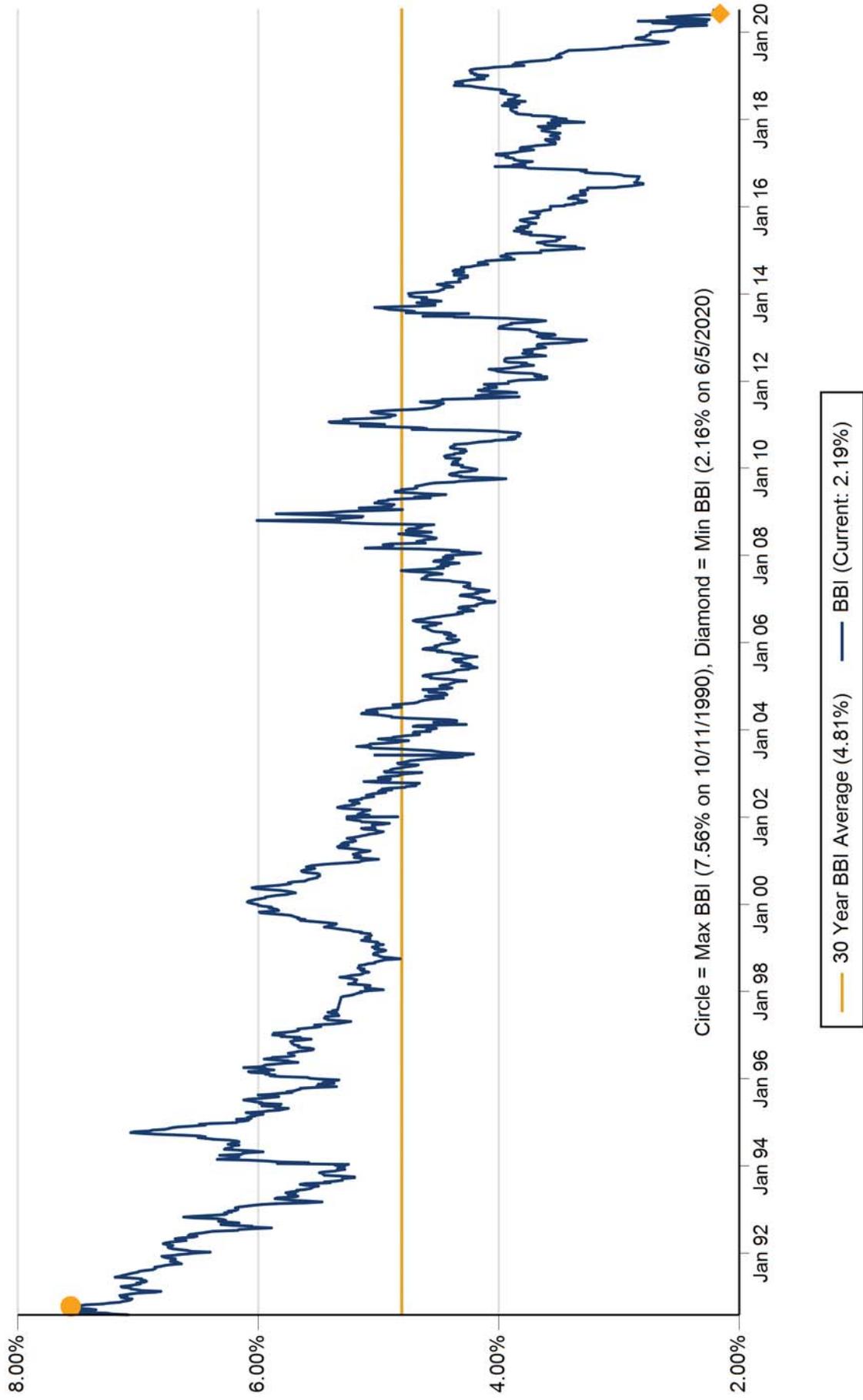
Bond Year Dollars	\$400.33
Average Life	3.393 Years
Average Coupon	1.8500008%
Net Interest Cost (NIC)	1.8500008%
True Interest Cost (TIC)	1.8485661%
Bond Yield for Arbitrage Purposes	1.8485661%
All Inclusive Cost (AIC)	5.8090355%

IRS Form 8038

Net Interest Cost	1.8500008%
Weighted Average Maturity	3.393 Years

30 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates July, 1990 - July, 2020



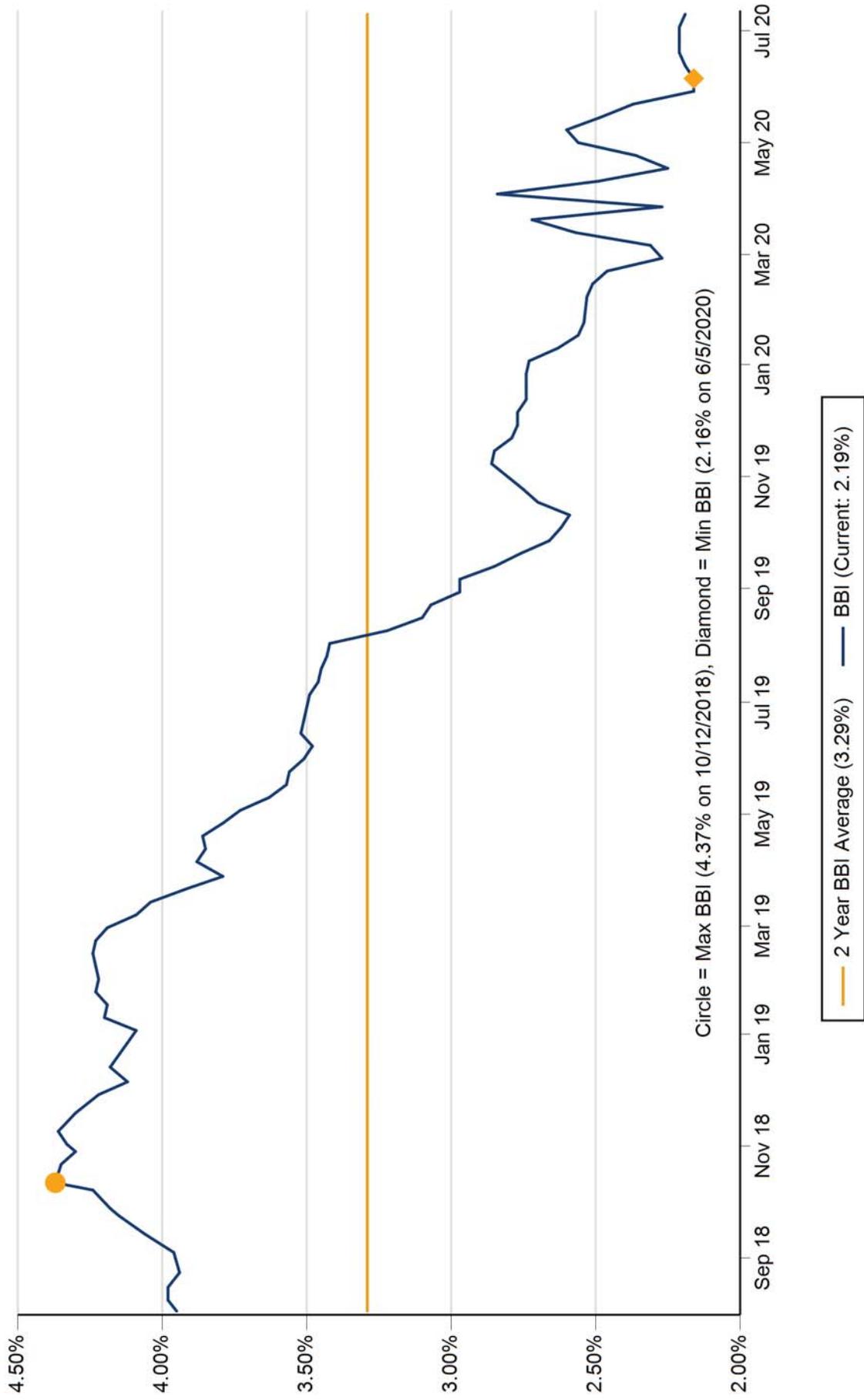
The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



2 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates July, 2018 - July, 2020



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.



Resolution No. _____

Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$118,000 General Obligation Equipment Certificates, Series 2020A**

- A. WHEREAS, the City Council of the City of Mayer, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$118,000 General Obligation Equipment Certificates, Series 2020A (the "Certificates"), to finance with other available funds, the acquisition of a tanker truck for the fire department in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Certificates in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization. The City Council hereby authorizes Ehlers to assist the City for the sale of the Certificates.
- 2. Meeting; Proposal Opening. The City Council shall meet at 6:30 p.m. on September 14, 2020, for the purpose of considering proposals for and awarding the sale of the Certificates.
- 3. Offering Document. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an offering document for the Certificates.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 10th day of August, 2020.

City Administrator



Request for Council Action Memorandum

Item: Public Works Worker II – Filling Position

Meeting Date: September 14, 2020

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

A review and discuss the filling of the Public Works Worker II employee position.

Details:

The current Public Works Employee Worker II in this position has put in their two week notice and will be done with the City on September 18, 2020.

This position remains vital to the operation of the Public Works Department and needs to be filled.

The Public Works Worker II position is one of two public works positions. The other position is a Public Works Worker I position.

Tentative Timeline to Fill Position:

Friday, September 18, 2020 – Last Day for current employee

Monday, September 14, 2020 - Council approves posting the position on job search sites.

Tuesday, September 15, 2020 – Job Posted for two weeks

Tuesday, September 29, 2020 – Deadline to apply.

Monday, October 5, 2020 – Interviews for position.

Wednesday, October 7, 2020 – Offer Made.

Monday, October 26, 2020 – Tentative earliest start date.

Impact to current operations:

Because there will be almost a 2 month period where the City will be without an employee and the possibility that the City will get an applicant that needs to go through a training period, some projects will have to be either contracted out or delayed.

Possible contracted items include:

- Snow Removal
- 2020 Pond Maintenance of inlets and outlets

- Alley Preparation

Items that may need to be pushed back into 2021 include:

- The installation of the basketball hoops at Bluejay Park
- Old School House Ball Park Maintenance
- Street Sign Replacement
- Gaga Pit Mat Installation

Interview Process for the Position

Applications will be received by September 29, 2020. The applications will be scored based on the City's job description that lists required qualifications. This will be done by the City Administrator and Public Works Worker I.

The applicants with the highest scores will be asked for an interview.

Interviews will be conducted by the City Administrator, Public Works Worker I and Mayor.

A skills test may be part of the interview process. This includes making sure the applicant can show that they are able to operate certain equipment.

A recommendation for hire will be made to the City Council at the October 12, 2020 City Council meeting.

Position Pay

This position is a Union Position with the Local 49ers. As part of the contract, this position has a wage range of \$19.43 - \$26.46 (2020) and \$20.01 - \$27.25 (2021).

Exit Interview

The City Administrator will conduct an exit interview with the current employee.

Attachments:

Job Announcement.

Job Description.

Classification: Public Works Worker II
Reports to: City Administrator
Supervises: None.

Department: Public Works
Location:
FLSA Classification: Non-Exempt

POSITION SUMMARY

Under the limited supervision of the City Administrator, the Public Works Worker II performs maintenance of all City parks, playground equipment, buildings, streets, and storm sewers, in addition to assisting with various jobs/duties in the water and wastewater departments. The Public Works Worker II is responsible for operating equipment such as trucks, tractors, snow plows, loader, backhoe, skid loader, and other heavy equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Assists in maintaining wastewater and water systems

- Performs computer data entry work as necessary to operate the Waste Water Treatment Facility (WWTP) and Water Treatment Facility.
- Operates, Maintains, and repairs water mains, hydrants, water meters, and other related items.
- Installs water meters and performs other related work.
- Maintains accurate records, reports and logging of all pertinent information required by state and federal law for water and wastewater treatment operations. Work includes preparation of necessary data and reports to other government agencies as required.
- Operates, maintains, and repairs the Waste Water Treatment Plant system which includes collection, treatment and disposal of sludge.
- Performs the required sampling, testing and lab work necessary in Water Treatment Plant and Waste Water Treatment Plant operations.
- Maintains sanitary sewer mains, manholes, flow meters, lift stations, storm sewer mains, and catch basins.
- Maintains buildings and grounds in the water and wastewater departments.
- Reads water meters on a routine basis.

Provides maintenance duties of all City parks and playground equipment

- Repairs and maintains playground equipment, benches, picnic tables, park restrooms/shelters, etc.
- Maintains playground areas with sand, gravel, dirt, grass, etc. Keeps areas free of trash and debris, as necessary; keeps trash barrels available and empty.
- Mows, trims and weeds park grass areas.
- Performs routine baseball field maintenance.
- Sprays fence lines, ballfields, etc. as necessary.

Maintains City streets, alleys, public sidewalks, storm sewer systems and other public areas

- Keeps areas clear of trash and other debris
- Maintains streets signs; installs or replaces signs as necessary
- Performs blacktop maintenance, patched potholes, repairs roadways for seal coat and overlay.

- Cleans drainage systems, ditches, and catch basins, and repairs drainage pipe, tile and catch basins as needed.
- Stripes crosswalks, turn lanes, parking lots, and designated handicapped parking.
- Maintains buildings including City Hall, Public Works Facilities, and Fire Station.
- Keeps all building secured and locked when not in use.
- Makes buildings accessible to authorized individuals or groups in timely manner as coordinated with the City Administrator.

Ensures city vehicles and equipment are properly maintained/Other duties as assigned or apparent

The incumbent may encounter not-public data in the course of their duties. Any access to not-public data should be strictly limited to accessing the data that are necessary to fulfill the employment responsibility. While data are being accessed, the incumbent should take reasonable measures to ensure the non-public data are not accessed by individuals without a work reason. Once the work reason to access the data is reasonably finished, the incumbent must properly store the not-public data according to the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13).

If a new work assignment requires access to not-public data, the incumbent is permitted to access not-public data for the work assignment purposes only. Any access to not-public data must be strictly limited to the data necessary to complete the work assignment and after the assignment is completed, the employee’s work assignment no longer requires access.

QUALIFICATIONS

Education

A high school diploma or GED and one to three years of public works or related experience, or any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this position are required.

Preferred Qualifications – Class D Wastewater and Class C Water Licenses.

Requirements:

- Valid MN commercial driver’s license, Class B, with air brake endorsement required; or must obtain a license within six months of hire.
- Incumbent must maintain a driving record acceptable to the City of Mayer.
- Must comply with DOT testing requirements and regulations for the operation of City motor vehicles.
- Obtain and Class [redacted] Wastewater and Class C Water licenses.
- Ability to safely operate power tools of various shapes and sizes for multiple tasks.
- General knowledge of current computer-based programs (Word, Excel, SCADA Systems).
- Ability to perform essential functions of position during required hours of service, and work hours outside of normal working day on an as-needed basis as the needs of the City require.

- Ability to perform problem solving, mechanical and analytical skills, and arithmetic computations accurately and quickly.
- Knowledge of the principles and procedures as applied to the operation and light maintenance of trucks, lawn mowers, tractors, trimmers, pay loader, and similar machinery.
- Ability to communicate effectively in English, both verbally and in written formats.
- Ability to concentrate and use reason and good judgement.
- Ability to establish and achieve priorities in the work environment.
- Must be able to socially, physically, and mentally perform all essential functions of the position in working conditions described. Must be able to perform sustained physical labor or medium difficulty for prolonged periods of time.
- Ability to work in confined spaces, which may require the use of a self-contained breathing apparatus.
- Ability to work independently with limited supervision.
- Knowledge of the principles and practices applied to ballfields, playground areas and lawn care.
- Skill in analyzing, interpreting and executing oral and written instructions.
- Ability to make decisions in accordance with established policies and procedures.
- Ability to collect, test and conduct labs necessary for water and wastewater treatment operations.
- Ability to establish and maintain positive and effective working relationships with all employees, City Administrator, members of the public and other government agencies.
- Must possess requisite knowledge of state and federal water/wastewater rules required as part of the operation of the water/wastewater system.

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Work complexity is based on fairly standard procedures and tasks where basic analytical ability is required. Detailed guidelines and procedures are generally used to make decisions or determine actions.
- Work is moderate to heavy, requiring walking, standing, and sitting for extended period. Frequent bending or stooping, and kneeling or squatting. The incumbent can anticipate occasional work with arms above shoulders and exposure to moving mechanical parts and precarious spaces.
- The employee is required to have hand and arm dexterity adequate to operate tools, equipment and machinery.
- The position requires lifting, carrying, pushing, or pulling of over 60 pounds occasionally.
- There may be occasional exposure to hostile or aggressive behavior for members of the general public and therefore limited mental effort and stress can be anticipated.
- There is frequent exposure to noise, sickening or annoying odors, vehicle exhaust, grease, oil and grime. This position occasionally works in confined spaces. This type of work requires the use of protective apparel and equipment.
- Frequent exposure to toxic/caustic materials, risk of electrical shock, exposure to high air/hydraulic pressures, rusty parts-grinding, blood borne pathogens, and slippery conditions.
- Incumbent may be require to work weekends, nights and holidays, as required by weather and road maintenance conditions.

- Due to the exposure to routine roadway work and exposure to high volumes of traffic, speed, inattentive and impatient drivers, this position requires attention to moderate details.
- Driving and work is primarily performed in all, including extreme, weather conditions.

EQUIPMENT UTILIZED

- Uses a variety of equipment, tools, and machinery typical for a public works department including but not limited to riding mower, One Ton Truck, Skid Loader, Dump Truck, Snow Plow Equipment, Backhoe, Loader, etc.
 - Drives City truck and related equipment to conduct public works maintenance tasks and attend meetings and trainings.
 - Uses of computer and related software to operate the Wastewater Treatment Plant and Water Treatment Plant.
-

Public Works Worker II position for the City of Mayer.

Details:

The City of Mayer is accepting applications for the position of a full time Public Works Worker II.

The City is looking for a reliable, independent and responsible individual.

Responsibilities include but are not limited to an emphasis on streets, sidewalks, parks, snow removal, vehicle repairs maintenance of equipment, and maintenance of water and wastewater systems. Physically demanding labor includes lifting 75 pounds. Valid Drivers License and ability to obtain CDL when needed. Class D wastewater license and Class D water licenses preferable or be able to obtain as required.

Hourly wage \$19.43 - \$26.46.

A complete application and job description can be found at www.cityofmayer.com or by calling (952) 657-1502.

Apply:

Submit application and resume to the City of Mayer at City of Mayer 413 Bluejay Avenue Mayer, MN 55360 or by email to Margaret.McCallum@cityofmayer.com.

Deadline for applications September 29 at 4:00 PM.



Request for Council Action Memorandum

Item: 2021 Street Improvements – Feasibility Study

Meeting Date: September 14, 2020

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review information from the City Engineer regarding a feasibility study for the proposed 2021 Street Improvement Project.

Details:

The City is starting to review the 2021 street improvement project priority areas. It has been determined that the likely areas that will be in the scope of the 2021 project would be the reconstruction of 5th Street East and West (of truck Highway 25) and 3rd Street (between Bluejay Avenue and TH 25).

The initial process in planning for the project would include the following services from the City Engineer:

Topographic Survey and Soil Borings – This would include documenting the existing conditions within the right of way. Sounding borings would be collected and analyzed along the road. The information collected from the borings would be used to assist with the design of the pavement structure of the streets that need to be reconstructed.

Feasibility Study – With part of the project likely to include assessments, a feasibility study would be required as part of that process. The study would include estimated costs of the project, cost apportionments and a preliminary assessment role. A public open house would be held with affected properties.

The scope of the work by the City Engineer would be \$18,500 (not to exceed) to be billed on an hourly basis.

Attachments:

Letter from the City Engineer.



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

September 10, 2020

City of Mayer
Attn: Margaret McCallum, City Administrator
413 Bluejay Avenue
Mayer, MN 55360

RE: 2021 Street Improvements – Feasibility Study

Dear Maggie:

As requested, we have prepared a scope of services and fee estimate to complete a feasibility study for the proposed 2021 Street Improvements Project. It is our understanding that the scope of the project will include reconstruction of 5th Street east and west of TH 25 and 3rd Street between Bluejay Avenue and TH 25.

Proposed Scope of Engineering Services

To assist the City with this improvement project, Bolton & Menk proposes the following scope of services:

Topographic Survey and Soil Borings – We will document existing conditions within the right of way where necessary. Bolton & Menk will coordinate with a sub-consultant to collect and analyze soil borings along the alignment of the roads where necessary. Existing soil characteristics will be used to assist with the design of the pavement structure for the streets to be reconstructed.

Feasibility Study - It is our understanding that this project will be assessed, therefore, a feasibility study will be required. The feasibility study will include estimated costs of the project, costs apportionments, and a preliminary assessment role. During the feasibility phase of the project we also proposed to hold an open house with the affected property owners and will administer the required Improvement Hearing.

Fee Estimate

Based on the scope of services described above, we propose a not-to-exceed fee of **\$18,500** to be billed on an hourly basis. We will also solicit quotes for geotechnical engineering services for City approval. Upon acceptance of the feasibility study and authorization to proceed with the project, we will provide the City with a fee estimate for design and bidding services.

Please let me know if you have questions or need additional information.

Sincerely,

Bolton & Menk, Inc.

David P. Martini, P.E.
Principal Engineer