



CITY OF SPRING PARK
CITY COUNCIL AGENDA
JANUARY 17, 2017 – 7:00 PM
SPRING PARK CITY HALL

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPT AGENDA
4. ADOPT CONSENT AGENDA*
 - a. Regular City Council Meeting Minutes from January 3, 2017
 - b. Set Open Book Meeting Date for Wednesday, April 19, 2017 6:00 – 7:30 PM
5. PUBLIC FORUM **
6. PRESENTATIONS & GUEST SPEAKERS
7. PUBLIC HEARINGS
8. PETITIONS, REQUESTS, & APPLICATIONS
9. ORDINANCES & RESOLUTIONS
 - a. Resolution 17-05: Municipal Recycling Grant
 - b. Resolution 17-06: WeCAN Resolution of Support
10. REPORTS OF OFFICERS AND COMMITTEES
 - a. Mayor & Council
 - b. City Staff
 - c. Contract Staff
11. NEW BUSINESS & COMMUNICATIONS
12. CLAIMS FOR PAYMENT
 - a. Purchase Order 17-01: Server Upgrade
13. UPCOMING MEETINGS & TRAINING
 - a. January 25 – LMCD – 6:00 PM
 - b. February 6 – City Council – 7:00 PM
 - c. February 8 – LMCD – 7:00 PM
 - d. February 8 – Planning Commission 7:00 PM
14. MISCELLANEOUS (INFORMATION ONLY)
 - a. MFD Press Release
 - b. MFD December Report
15. ADJOURNMENT

* The Consent Agenda lists those items of business which are considered to be routine, recommended for approval, and/or which need no discussion. The several separate items listed on the Consent Agenda are acted upon by one motion. There will be no separate discussion of these items unless a Council Member makes a request, in which event the item will be removed from the Consent Agenda and placed elsewhere on the regular agenda for Council discussion and action.

** Under Public Forum individuals may address the City Council about any item not contained on the regular agenda. Each speaker should keep their statements to three minutes to allow sufficient time for others. The Council will take no official action on items discussed at the forum, with the exception of referral to staff for future report.



CITY OF SPRING PARK
CITY COUNCIL MINUTES
JANUARY 3, 2017 – 7:30 PM
SPRING PARK CITY HALL

1. **CALL TO ORDER** - The meeting was called to order by Mayor Rockvam at 7:30 p.m.

2. **OATHS OF OFFICE**

- a. Jerry Rockvam, Mayor / Catherine Kane Palen, Council / Megan Pavot, Council

City Clerk Schyma administered the oaths of office to Mayor Rockvam, Council Member Palen, and Council Member Pavot.

3. **PLEDGE OF ALLEGIANCE** - Mayor Rockvam led the audience in the Pledge of Allegiance.

4. **ROLL CALL**

Council Members Present: Jerome P. Rockvam, Mayor; Pamela Horton; Gary Hughes; Catherine Kane Palen; and Megan Pavot.

Staff Present: Dan Tolsma, City Administrator; Nancy Beck, City Attorney; and Theresa Schyma, City Clerk.

5. **ADOPT AGENDA**

M/Hughes, S/Horton to adopt the agenda.

Motion carried 5-0.

6. **ADOPT CONSENT AGENDA**

- a. Regular City Council Meeting Minutes from December 19, 2016

M/Horton, S/Pavot to approve the Consent Agenda.

Motion carried 5-0.

7. **PUBLIC FORUM** - None.

8. **PRESENTATIONS & GUEST SPEAKERS** - None.

9. **PUBLIC HEARINGS** - None.

10. PETITIONS, REQUESTS, & APPLICATIONS - None.

11. ORDINANCES & RESOLUTIONS

- a. Resolution 17-01: Naming Official Depositories

M/Hughes, S/Horton that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 17-01

RESOLUTION NAMING OFFICIAL DEPOSITORY

Motion carried 5-0. This resolution appears as Resolution No. 17-01.

- b. Resolution 17-02: Establishing Order of Business

M/Pavot, S/Hughes that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 17-02

RESOLUTION ESTABLISHING ORDER OF BUSINESS

Motion carried 5-0. This resolution appears as Resolution No. 17-02.

- c. Resolution 17-03: Appointments

Mayor Rockvam asked if the entire Council was agreeable to the proposed appointments.

The City Council consensus was that the appointments were acceptable.

M/Hughes, S/Palen that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 17-03

RESOLUTION FOR APPOINTMENTS

Motion carried 5-0. This resolution appears as Resolution No. 17-03.

d. Resolution 17-04: Dates of Meetings, Holidays, & Business Hours – Mayor Rockvam presented a summary report of the changes to meeting times and dates for 2017.

The city council consensus was to change the start time of regular City Council meetings to 7:00 p.m. and to change the date and time of the monthly work session to the third Monday at 6:00 p.m.

M/Horton, S/Pavot that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 17-04

RESOLUTION SETTING DATES OF MEETINGS, HOLIDAYS & OFFICE HOURS IN 2017

Motion carried 5-0. This resolution appears as Resolution No. 17-04.

12. REPORTS OF OFFICERS AND COMMITTEES

a. Mayor & Council – Mayor Rockvam asked the Council to give more direction to City staff and to utilize them more than in the past since they are fully competent.

Council Member Hughes provided an update from the most recent Lake Minnetonka Conservation District (LMCD) meeting.

Council Member Palen asked about updating the City's communications network.

Mayor Rockvam agreed an update is necessary and asked for a progress report at the next meeting.

City Administrator Tolsma responded that the research has been completed and staff will provide an update at the next Council meeting.

Council Member Hughes asked for a project update regarding the audio/visual upgrade in the Council Chambers and on the security upgrade in City Hall.

City Administrator Tolsma responded that the Council Chambers upgrade is scheduled for installation next week. The research for the City Hall security upgrade is generally done and staff will begin reaching out to vendors. The security upgrade was put on hold during the election but could see completion by the end of February.

b. City Staff – City Administrator Tolsma discussed the City's snow removal services due to the recent snow and ice events.

c. City Planner – None.

d. City Engineer

i. Agreement for Comprehensive Plan Services – City Administrator Tolsma discussed the proposed agreement for engineering services relating to updating the Comprehensive Plan.

Mayor Rockvam asked if the estimate for engineering services was realistic.

City Administrator Tolsma responded yes; Spring Park is fully developed and should not see significant changes when updating the Comprehensive Plan.

Mayor Rockvam stated that he would like to see a future work session topic added to discuss how the City budgets for updating the Comprehensive Plan.

M/Hughes, S/Palen to approve the agreement for professional engineering services regarding the Comprehensive Plan Update.

Motion carried 5-0.

e. City Attorney – None.

13. NEW BUSINESS & COMMUNICATIONS - None.

14. CLAIMS FOR PAYMENT

M/Horton, S/Hughes to approve the bills & payroll.

Motion carried 5-0.

15. UPCOMING MEETINGS & TRAINING

- a. January 10 – Administration Committee – 12:00 PM
- b. January 11 – LMCD – 7:00 PM
- c. January 11 – Planning Commission – 7:00 PM
- d. January 17 – City Council – 7:00 PM

16. MISCELLANEOUS (INFORMATION ONLY)

- a. MFD Press Release

17. ADJOURNMENT

M/Hughes, S/Horton to adjourn the City Council Meeting at 7:51 p.m.

Motion carried 5-0.

Date Approved: January 17, 2017

Theresa Schyma, City Clerk

Dan Tolsma, City Administrator



STAFF MEMO

RESOLUTION TO APPROVE
2017-2020 RESIDENTIAL RECYCLING
GRANT AGREEMENT

1. **BACKGROUND:** Hennepin County receives annual funding from the State of Minnesota for recycling collection programs. The county then proportionally distributes these funds to cities that meet the terms of the recycling grant agreement. Spring Park’s most recent residential recycling grant agreement with the county expired at the end of 2016. The City Council is considering the attached resolution, grant agreement, and funding policy to ensure the City continues to receive funds to help offset the costs associated with administering the City’s recycling program.
2. **DISCUSSION:** The Hennepin County Board of Commissioners is recognizing that organics recycling is the greatest opportunity to reduce residential trash. The new funding policy will continue to fund city recycling programs, but will gradually shift more funds to cities to support organics recycling.

Organics recycling is not yet an option for residential properties in Spring Park. The City’s current recycling contractor, Republic Services, as well as all other licensed residential garbage haulers in the City do not yet offer organics recycling. Rich Hirstein, Manager of Municipal Recycling and Waste Services for Republic Services, stated at the November 28, 2016 Council Work Session, that before residential organics recycling can be implemented in this geographical area there will need to be more collection centers. City staff will keep residents informed once there are viable options for residential organics recycling in Spring Park.

The terms of this agreement are similar to past agreements and have been reviewed by the City Attorney.

3. **FINANCIAL CONSIDERATIONS:** The projected recycling grant funds for Spring Park are listed below. These numbers are subject to change based on state funding and the number of households in the city.

Year	Projected Recycling Grant Funds
2017	\$2,760
2018	\$2,415
2019	\$2,070
2020	\$1,725

4. **RECOMMENDATION:** Approve a resolution authorizing the Hennepin County Grant Agreement to help fund the City’s residential recycling program.

**CITY OF SPRING PARK
SPRING PARK, MINNESOTA**

RESOLUTION 17-05

**RESOLUTION AUTHORIZING MUNICIPAL
RECYCLING GRANT AGREEMENT**

WHEREAS, pursuant to Minnesota Statute 115A.552, Counties shall ensure that residents have an opportunity to recycle; and

WHEREAS, Hennepin County Ordinance 13 requires each City to implement a recycling program to enable the County to meet its recycling goals; and

WHEREAS, the County has adopted a Hennepin County Residential Recycling Funding Policy to distribute funds to cities for the development and implementation of a recycling program; and

WHEREAS, to be eligible to receive these County funds, cities must meet the conditions set forth in the funding policy and the agreement; and

WHEREAS, the City wishes to receive these municipal recycling grant funds;

NOW, THEREFORE, BE IT RESOLVED, that the Spring Park City Council authorizes and directs the Mayor, City Administrator and city staff to execute a Residential Recycling Grant Agreement with Hennepin County for the years 2017 through 2020.

BE IT FURTHER RESOLVED, that as a condition to receive grant funds under the Hennepin County funding policy, the City agrees to implement a recycling program as committed to by its submission of the 2017 Hennepin County Residential Recycling Grant Application and the City will use such County funds for the limited purpose of implementing the City's waste reduction and recycling program.

ADOPTED by the City Council of the City of Spring Park this 17th day of January 2017.

Approved:

Jerome P. Rockvam, Mayor

Attest:

Theresa Schyma, City Clerk



Hennepin County

Public Works

Environment and Energy Department

701 Fourth Avenue South, Suite 700
Minneapolis, MN 55415-1842

612-348-3777, Phone

612-348-8532, Fax

www.hennepin.us/environment

December 15, 2016

CITY OF SPRING PARK

Ms. Theresa Schyma

4349 Warren Avenue

Spring Park, MN 55384-9711

RE: Residential Recycling Grant Agreement

Dear Ms. Schyma:

The county's residential recycling grant agreement with Spring Park expires at the end of this year. A new agreement through 2020 is enclosed. Information on the next steps is provided below.

Background

Organic waste, including food and compostable paper, makes up about one-quarter of residential trash. Recognizing that organics recycling is the greatest opportunity to reduce our trash, the board adopted changes to the Hennepin County Residential Recycling Funding Policy to allocate more money to cities for organics recycling programs.

The new funding policy will continue to fund city recycling programs, but will gradually shift more funds to support organics recycling. In 2017, 20 percent of funding will be allocated to organics recycling programs. By 2020, half of the funding will be dedicated to supporting organics recycling. Recycling grant projections for Spring Park are provided on the next page.

Next Steps

Two grant agreements and the new funding policy (Attachment A) are enclosed with this letter. Please complete the following steps:

- Have both contracts signed by an authorized official and mail them both to me
- Provide a resolution that confirms the city's approval of the agreement and confirms the signatory's delegation of authority

When I receive both signed contracts and the authorizing resolution, I will forward them to county administration and the county board for final signatures. One of the contracts will be mailed to you.

Projected Recycling Grants for Spring Park

Year	Projected Recycling Grant*
2017	\$2,760
2018	\$2,415
2019	\$2,070
2020	\$1,725

* Subject to change based on state funding and the number of households in each city

Cities with households participating in organics recycling are eligible for additional funding. I will initiate the application for organics funds in August 2017.

If you have any questions or comments, please contact me by email at ben.knudson@hennepin.us or by phone at 612-596-1176.

Sincerely,



Ben Knudson
Waste Reduction and Recycling

Enclosures – 3

RESIDENTIAL RECYCLING GRANT AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY”), on behalf of the Hennepin County Environment and Energy Department, 701 Fourth Avenue South, Minneapolis, Minnesota 55415-1600 (“DEPARTMENT”) and the CITY OF SPRING PARK, 4349 Warren Avenue, Spring Park, Minnesota 55384-9711 (“CITY”).

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence upon execution and expire on December 31, 2020, unless cancelled or terminated earlier in accordance with the provisions herein.

Annual grant payments shall be calculated as set forth in Section 3.

2. SERVICES TO BE PROVIDED

The CITY shall apply for annual grant funds and operate its Recycling Program as more fully described in Attachment A, the Residential Recycling Funding Policy.

3. ALLOCATION OF FUNDS

The COUNTY will distribute to Hennepin County municipalities 100% of SCORE funds that the COUNTY receives from the state. SCORE funds will be dedicated to two different purposes: 1) curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the COUNTY in the state’s corresponding fiscal year.

Recycling

The following formula will be utilized to determine a CITY’S recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

2017	80%
2018	70%
2019	60%
2020	50%

CITY recycling grant calculation:

$$\frac{\text{Number of households with curbside recycling in city}}{\text{Total number of households with curbside recycling in county}} \times \text{Total SCORE funds available for recycling} = \text{Recycling grant amount available to the city}$$

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out its own recycling container for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The CITY will report the number in its application for funding.

The COUNTY will make two equal payments to the CITY. One payment will be made after the COUNTY receives the application, which consists of the web-based report and the planning document. A second payment will be made after basic program requirements, education and outreach requirements, and recycling performance have been confirmed and approved. If the CITY meets the COUNTY requirements, both payments will be made during the same calendar year. Funding will be withheld until the CITY meets the requirements of the Residential Recycling Funding Policy.

Organics

The following formula will be utilized to determine a CITY’S organics recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside organics recycling:

2017	20%
2018	30%
2019	40%
2020	50%

CITY organics recycling grant calculation:

$$\frac{\text{Number of households with curbside organics in city}}{\text{Total number of households with curbside organics in county}} \times \text{Total SCORE funds available for organics} = \text{Organics grant amount available to the city}$$

If the formula above results in the CITY receiving a grant where the dollar amount per participating household is greater than \$25 per year, then a cap will apply. The funding cap per participating household is \$25 per year. The most the COUNTY will grant a CITY is \$25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year's SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The CITY will report the number in the application for funding.

The COUNTY will make one organics grant payment to the CITY each year. The payment will be made after the COUNTY receives the application and confirms that the CITY meets the requirements of the Residential Recycling Funding Policy.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CITY

CITY shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CITY as the agent, representative, or employee of COUNTY for any purpose. CITY is and shall remain an independent contractor for all services performed under this Agreement. CITY shall secure at its own expense all personnel required in performing services under this Agreement. CITY's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against CITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. INDEMNIFICATION

CITY shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of CITY, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CITY to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CITY personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

7. INSURANCE

A. With respect to the services provided pursuant to this Agreement, CITY shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following minimum insurance coverages or CITY’s actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000
2. Workers’ Compensation and Employer’s Liability:	
Workers’ Compensation	Statutory
Employer’s Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

3.	Professional Liability—Per Claim	1,500,000
	Aggregate	2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

The above establishes minimum insurance requirements. It is the sole responsibility of CITY to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CITY shall promptly submit copies of insurance policies to COUNTY.

CITY shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by COUNTY. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CITY receives notice of cancellation/termination from an insurer, CITY shall fax or email a copy of the notice to COUNTY within two business days.

CITY shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CITY fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CITY waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CITY.

8. DUTY TO NOTIFY

CITY shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CITY, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CITY shall also notify COUNTY whenever CITY has a reasonable basis for believing that CITY and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action,

criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

9. DATA

CITY, its officers, agents, owners, partners, employees, volunteers and subCITYs shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification and not limitation, COUNTY hereby notifies CITY that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CITY shall promptly notify COUNTY if CITY becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” does not necessarily make the data protected as such under any applicable law.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CITY and involve transactions relating to this Agreement. CITY shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CITY binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CITY shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CITY, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CITY of its liabilities and obligations under the Agreement.
- C. CITY shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CITY of

its liabilities and obligations under the Agreement. Further, CITY shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CITY and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CITY shall make contracts between CITY and subcontractors available upon request. For clarification and not limitation of Section 15E, none of the following constitutes assent by COUNTY to a contract between CITY and a subcontractor, or a waiver or release by COUNTY of CITY's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CITY and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.

- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

12. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND CANCELLATION/TERMINATION

- A. If CITY fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it

shall be in default. Unless CITY's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CITY's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CITY.

- B. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by CITY or acquired by CONTACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CITY shall deliver to the Contract Administrator all Data so specified by COUNTY.
 2. COUNTY shall have full ownership and control of all such Data. If COUNTY permits CITY to retain copies of the Data, CITY shall not, without the prior written consent of COUNTY or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such Data.
 3. Except to the extent required by law or as agreed to by COUNTY, CITY shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law.
- C. Notwithstanding any provision of this Agreement to the contrary, CITY shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY. Upon notice to CITY of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CITY for the purpose of set-off until such time as the exact amount of damages due COUNTY from CITY is determined. Following notice from COUNTY of the claimed breach and damage, CITY and COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.
- G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CITY shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CITY has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CITY shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- H. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- I. CITY has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such

provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CITY; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. CONTRACT ADMINISTRATION

In order to coordinate the services of CITY with the activities of the Environment and Energy Department so as to accomplish the purposes of this Agreement, Ben Knudson, Waste Reduction and Recycling Specialist, or his successor, shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CITY.

16. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CITY shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. CITY shall comply with all applicable conditions of the COUNTY grant.

17. PAPER RECYCLING

COUNTY encourages CITY to develop and implement an office paper and newsprint recycling program.

18. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CITY shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CITY's Form W-9 provided to COUNTY.

19. CONFLICT OF INTEREST

CITY affirms that to the best of CITY's knowledge, CITY's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CITY, CITY shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CITY will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

20. MEDIA OUTREACH

CITY shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CITY (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

21. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

22. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the "JPA"); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA ("Cooperative Members"); (3) if agreed upon pursuant to a separate agreement between CITY and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement including but not limited to price/cost; and (4) COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CITY.

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COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's Office

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Assistant County Attorney

By: _____
Chair of Its County Board

Date: _____

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

Recommended for Approval

By: _____
Acting Director,
Environment and Energy Department

By: _____
Assistant County Administrator
- Public Works

Date: _____

Date: _____

MUNICIPALITY

CITY warrants that the person who executed this Agreement is authorized to do so on behalf of CITY as required by applicable articles, bylaws, resolutions or ordinances.*

Printed Name: _____

Signed: _____

Title: _____

Date: _____

*CITY shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CITY returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

Hennepin County Residential Recycling Funding Policy

January 1, 2017 – December 31, 2020

Board Adopted: November 29, 2016



Public Works
Environment and Energy Department

I. Policy Description

A. Background

The Hennepin County Board of Commissioners has determined that curbside collection of recyclables and organics from Hennepin County residents is an effective strategy to reduce reliance on landfills, prevent pollution, conserve natural resources and energy, improve public health, support the economy, and reduce greenhouse gases. Therefore, the county adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Recycling Funding Policy to help reach a 75% recycling rate by 2030.

The county will distribute all Select Committee on Recycling and the Environment (SCORE) funds received from the state to cities for curbside collection of residential recyclables and organics. If cities form a joint powers organization responsible for managing a comprehensive recycling and waste education system for the residents of those cities, the county will distribute recycling and organics grants to that organization. Cities are expected to fulfill the conditions of the policy.

B. Term of the Policy

Hennepin County is committed to implement this policy and continue distributing all SCORE funds received from the state for the purpose of funding curbside residential recycling and organics programs from January 1, 2017 through December 31, 2020. The county may revise this policy if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. In the event that SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with municipalities at that time and develop a subsequent recommendation to the board on continuation of this policy and future funding of curbside recycling and organics programs.

C. Grant Agreements

Each municipality seeking funding under the terms of the Residential Recycling Funding Policy must enter into a recycling grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2020. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement.

D. Fund Distribution

The county will distribute to Hennepin County municipalities 100% of SCORE funds that the county receives from the state. SCORE funds will be dedicated to two different purposes: 1)

curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the county in the state’s corresponding fiscal year.

II. Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city’s recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

2017	80%
2018	70%
2019	60%
2020	50%

City recycling grant calculation:

$$\frac{\text{Number of households with curbside recycling in city}}{\text{Total number of households with curbside recycling in county}} \times \text{Total SCORE Funds available for recycling} = \text{Recycling grant amount available to the city}$$

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out its own recycling container for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

B. Application for Funding

Each municipality must complete an annual grant application by February 15 to receive funding for that year. The application consists of a web-based report and a planning document provided by the county. The web-based report asks for contract, program, tonnage, and financial

information. The participation rate for the curbside recycling program must also be included in the web-based report. The municipality must calculate its participation rate during the month of October. The methodology for measuring participation must be provided to the county upon request. The planning document asks for a description of activities the city will implement to increase recycling and make progress toward county objectives.

C. Use of Funds

The following requirements apply to the use of recycling funds:

1. All grant funds accepted from the county must be used for waste reduction and recycling capital and operating expenses in the year granted. The county will not reimburse any funds in excess of actual expenses.
2. A municipality or joint powers organization may not charge its residents through property tax, utility fees, or any other method for the portion of its recycling program costs that are funded by county grant funds.
3. Municipalities must establish a separate accounting mechanism, such as a project number, activity number, or fund that will separate recycling revenues and expenditures from other municipal activities, including solid waste and yard waste activities.
4. Recycling and waste reduction activities, revenues, and expenditures are subject to audit.
5. Municipalities that do not contract for curbside recycling services will receive grant funds provided that at least 90% of the grant funds are credited back to residents and the city meets all minimum program requirements. The additional 10% may be used for municipal administrative and promotional expenses.

D. City Requirements

1. Materials Accepted

At a minimum, the following materials must be collected curbside:

- Metal food and beverage cans;
- Glass food and beverage containers;
- Cardboard boxes;
- Newspaper and inserts;
- Mail, office and school papers;

- Cereal, cracker, pasta, cake mix, shoe, gift, and electronics boxes;
- Boxes from toothpaste, medications and other toiletries;
- Magazines and catalogs;
- Aseptic and gable-topped containers; and
- Plastic bottles and containers, #1 – Polyethylene Terephthalate (PET, PETE), #2 High Density Polyethylene (HDPE), #4 – Low Density Polyethylene (LDPE) and #5 – Polypropylene (PP) plastic bottles, except those that previously contained hazardous materials or motor oil.

The county may add materials to this list and require municipalities to begin collection within one year of receiving notification from the county. Municipalities will notify the county if materials not found on this list will be collected.

2. Education and Outreach

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

- a. Use county terminology when describing recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;
- b. Use images provided by the county or the Solid Waste Management Coordinating Board (SWMCB) if using images of recyclables;
- c. Provide recycling information on the city's website, including materials accepted and not accepted, a recycling calendar, and links to county resources;
- d. Mail a recycling guide to residents each year using a template developed jointly with the county. The county will design and print the guide. If a municipality does not use the template produced by the county, the municipality may develop its own guide at the municipality's expense, but it must be approved by the county. If the municipality relies on the hauler to provide the recycling guide, this guide requires approval by the county.
- e. Complete two educational activities from a menu of options developed by the county.

Any print material that communicates residential recycling guidelines that were not provided by the county template will require county approval. This does not apply to waste reduction and reuse, articles on recycling that do not include guidelines, or social media posts. The county will respond within five business days to any communication piece submitted.

3. Recycling Performance

On an annual basis, municipal recycling programs must demonstrate that a reasonable effort has been made to maintain and increase the pounds of recyclables per household collected from their residential recycling programs.

If a municipality does not demonstrate measureable progress, a recycling improvement plan must be submitted by the municipality within 90 days of being notified by the county. The recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken by the municipality to improve its recycling program to yield the results necessary to achieve county objectives.

In cooperation with the county, the municipality may be required to participate in waste and recycling sorts to identify recovery levels of various recyclables in its community. Based on the results of the study, the county and municipality will collaborate to increase the recovery of select recyclable materials being discarded in significant quantities.

E. Grant Payments

The county will make two equal payments to the municipality. One payment will be made after the county receives the application, which consists of the web-based report and the planning document. A second payment will be made after basic program requirements, education and outreach requirements, and recycling performance have been confirmed and approved. If the municipality meets the county requirements, both payments will be made during the same calendar year. Funding will be withheld until the municipality meets the requirements of this policy.

III. Organics Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city's organics recycling SCORE grant each year:

Percent of SCORE funds allocated to curbside organics recycling:

2017	20%
2018	30%
2019	40%
2020	50%

City organics recycling grant calculation:

$$\frac{\text{Number of households with curbside organics in city}}{\text{Total number of households with curbside organics in county}} \times \text{Total SCORE funds available for organics} = \text{Organics grant amount available to the city}$$

If the formula above results in cities receiving grants where the dollar amount per participating household is greater than \$25 per year, then a cap will apply. The funding cap per participating household is \$25 per year. The most the county will grant a city is \$25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year's SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The city will report the number in the application for funding.

B. Application for Funds

Each municipality must complete an annual application provided by the county by September 1 to receive funding. As a part of the application, a city must submit the number of households signed up for and receiving curbside organics service.

C. Use of Funds

The grant funds may be used for program expenses, including the following:

- Discount to new customers
- Discount to existing customers
- Referral incentives
- City contract costs

- Education and outreach
- Compostable bags
- Kitchen containers
- Carts

Program administration is not an eligible expense. Yard waste expenses are not eligible. If organics are co-collected with other waste, the organics expenses must be tracked separately. If a city passes funds through to a hauler, 100% of those funds must be credited to residents' bills.

In addition, the following requirements apply:

- All grant funds must be used during the term of the agreement. Funds not spent must be returned to the county.
- Funds must be expended on eligible activities per Minnesota State Statute 115A.557.
- A municipality or joint powers organization may not charge its residents through property tax, utility fees, or any other method for the portion of its organics program costs that are funded by county grant funds.
- Municipalities must account for organics expenditures separately upon request by the county. Expenditures are subject to audit.

D. Education and Outreach Requirements

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. The following requirements apply:

1. Use county terminology when describing organics recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;
2. Use images provided by the county or the SWMCB if using images of organic materials;
3. Provide organics recycling information on the city's website, including material accepted and not accepted, service options, and links to county resources;
4. Work with the county to develop promotional resources to increase participation.

E. Reporting

A report on the city's organics program must be submitted electronically to the county by February 15 following each year. The report must include, but is not limited to, the following:

Basic Program Information

- Hauler(s)
- Collection method
- Where organics were delivered to and processed
- Is service opt-in or opt-out
- Cost of service to residents; contract cost for city
- How the service was billed
- Items included in service, such as curbside collection, cart, compostable bags, etc.

Results

- Tons
- Number of households signed up
- Average pounds per household per year
- Participation (set-out rate on pickup day)
- Program costs
- How funds were used

F. Grant Payment

The county will make one organics grant payment to a municipality each year. The payment will be made after the county receives the application and confirms that the municipality meets the requirements of this policy.



JAN - 3 REC'D

(952) 472-0742 96
5213 Shoreline Drive
Mound, MN 55364
www.wecanmn.org

December 28, 2016

Dear Mayor and City Council,

On behalf of Western Communities Action Network (WeCAN), I am asking your city to support our application for Community Development Block Grant (CDBG) Consolidated Pool fund for 2017 with a resolution and/or a letter of recommendation.

WeCAN is your community-based social service organization who mission is to provide support services to empower and equip individuals and families to reach stability and self-sufficiency.

WeCAN provides emergency rent/mortgage/utility assistance, family support programs, job counseling, Meals on Wheels, and referrals for other services needed by our low-income clients. We also offer space for clients to meet Hennepin County outreach workers, WIC, CAPSH and Adult Basic Education classes (GED and ELL). Our newest program, the Mobile Market, is successfully delivering food to those that cannot access a traditional food shelf, mainly seniors and those with disabilities. We also provide kid-friendly food bags to children during school breaks.

Your support for our application is vital to our organization receiving these funds.

The deadline for your resolution and/or a letter of recommendation is February 1, 2017. I have included sample documents for you to use. Please feel free to call or email me with any questions, or to arrange a presentation for the council or staff. I look forward to our continued partnership and we make our community a better place for all.

Sincerely,

Christie Larson
Executive Director



**CITY OF SPRING PARK
SPRING PARK, MINNESOTA**

RESOLUTION 17-06

**RESOLUTION RECOMMENDING CONTINUATION OF CDBG FUNDING OF
WESTERN COMMUNITIES ACTION NETWORK (WeCAN)**

WHEREAS, the City of Spring Park has supported services for its residents given by WeCAN, a community-based human service organization dedicated to helping low-income people achieve greater self-sufficiency and family stability; and

WHEREAS, these services include emergency assistance for housing stability, family support services, Meals on Wheels, job seeking support and public assistance intake services and other resources; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Spring Park recommends to the Consolidated Pool Selection Committee that Community Development Block Grant (CDBG) funding of Western Communities Action Network be continued.

Adopted by the City Council of the City of Spring Park this 17th day of January, 2017.

Approved:

Jerome P. Rockvam, Mayor

Attest:

Theresa Schyma, City Clerk



PURCHASE ORDER REQUEST

PO # _____

Date: _____

Staff Completing Request: _____

Department: _____

Project: _____

Justification for purchase(s):

No.	Item / Service	Vendor	Estimated Cost
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$
Total Project Estimate			\$

Council Authorization Received: Yes ___ No ___

Date of Council Meeting _____

FIVE TECHNOLOGY

GENERAL SUMMARY DESCRIBING SCOPE OF SERVICES

1) We will install a new updated Firewall/Backup/FileShare/Router solution. It is a new Dell “Utility” Server that will handle all “utility” tasks;

- Create and maintain your network (not wifi, but wired network and assign IP addresses, etc - aka Router)
- Protect you from the outside threats on the internet (security and monitoring - aka Firewall)
- Act as a File Server (gives you additional space for network file shares and backup drive)
- Backup your New Windows Server / File Shares locally (in your office) daily as well as move those backups offsite to our servers - for disaster recovery (fire, flood, tornado, theft, etc)
- Allow us secure access to your network for remote troubleshooting and monitoring of both servers for issues (Pro-active Support)
- Additionally it can be used for many other purposes and grow with your needs over time.
- NOTE: The firewall / Utility Server solution that you have in place is dated. The support for the Unix based operating system it relies on is no longer receiving major software patches/updates or security fixes. This means that as vulnerabilities are discovered in a VERY active hacking world you are leaving yourself and the City’s data open to potential threats. (think the security breeches that are making headlines regularly right now and for the last few years) The hardware is also beyond it’s typical/recommended lifespan and no longer in warranty.

2) We will be installing a new Windows Server.

- Latest Windows Server operating system
- Major security and feature updates
- Much faster and improved hardware reliability
- Significant improvement in Storage Space, RAM and Processors (Hardware Specs - a lot has changed in last few years)
- Hard Drive and Power Supply Redundancy (less prone to failure/downtime - in the event of a Power Supply failure will keep running and switch over to alternate power supply. In the event of a Hard Drive failure - will start copying data to other available drives)
- Note: Windows Server software currently installed on existing server is end-of-life and no longer supported. Similar issues to above and also not compatible with many newer software applications, etc. Hardware is also dated and beyond expected life expectancy.

3) Acronis Imaging Software (Backup Software)

- Creates a complete “image” - exact copy - of Windows Server for quick/easy recovery in the event of a failure or disaster
- Minimizes impact and downtime as there is no need to re-setup and reconfigure/re-install/reactivate all software, Users, File Shares, Shared Printers/Scanners, etc
- Simply select the date of last image and restored exactly as it was in that snapshot in time.

4) New Battery Backup for Servers

- Will maintain power in the event of a power outage and allow servers to safely shut down.
- Typically runtime is approx 30 mins - so will not keep them running during longer outages, but will allow them to safely be shutdown and avoid potential data loss/corruption

5) Email migration to a Hosted Online Exchange platform

- Uses similar technology to existing Exchange Server, but updated to provide better features and support for mobile devices. (Exchange is the gold standard in business world for features, security, mobility, reliability and support)
- Hosted online so email, calendars and contacts can easily be accessed anywhere, regardless of your server being up or down.
- Offloads a LOT of the server overhead and workload. Result is that the server will run much smoother and faster.
- Gives you/us flexibility in management of your email addresses, account access, calendars, contacts, etc from anywhere.
- Supports all current PCs and mobile devices; Smart Phones, Tablets, Desktops, Laptops, etc
- Allows for easy sharing of calendars, appointments, contacts, files online, etc

So the end result will be a vastly improved experience across nearly every aspect of your daily computing experience. The Servers will be much more capable, faster, and secure than your existing solution. Backups will be better equipped to handle disaster recovery or data loss. The hardware is much more redundant (good thing) and stable - which ultimately leads to less downtime. More space and resources.

Note: This does not include the desktops that you are using. However, accessing files and applications on the Server will be much faster and frustrations with running out of space on shared drives will not be an issue any longer. But if your personal PCs were slow before replacing the server, they still will be, unless also updated/upgraded. We would be happy to assist and consult with you on those machines too. We are an Authorized Dell Reseller and have access to better pricing for Dell Laptops/Desktops than you will find in nearly any storefront. They are also much less “bloated” with additional software and “bonus/trial” software. They are designed for business/professional use and a much different experience than what you would order online through a retailer or Best Buy, etc. Most of those stores have an option to remove all of the garbage, but often don’t because they are paid kickbacks to leave it on there - and on top of that they charge you to clean it up if requested. The Dells we order come direct from the factory and avoid all of the other junk software that gets installed.

Network Services Proposal

Prepared For

City of Spring Park

Network Upgrades - Server Replacement,
Online Exchange

Prepared by:

Jay McQuillan
jay@fivetechology.com

Different

The Managed Data Solution from Five Technology is different because of the mesh of services and technology we employ. We do everything from gathering requirements to procurement, implementation, and ongoing management & support, in effect; we act as an extension to your company. Our three tiered approach produces a solution that provide our customers security, reliability and redundancy that they need.



Scope of Solution

Prices and specifications are subject to change until final agreement is signed.

Hardware and Software

Description	Unit Price	Qty	Total
File Server Hardware, Software and Support	\$4500.00	1	\$4500.00
Base Level Dell Server Intel Xeon Processor 32 GB RAM Data Storage Drives: 2 - 2 TB SATA Hard Drives RAID1 Redundant Power Supply Multiport Gigabit Network Card Server 2012 R2 w/ 10 User CALs 3 Years of ProSupport Next Business Day On-site Service			
Acronis Imaging Software (disaster recovery) Includes 1 yr of manufacturer support	\$1200.00	1	\$1200.00
2 - 3TB Hard Drives for Firewall / Backup Server	\$460.00	1	\$460.00
APC 1500VA UPS	\$235.00	1	\$235.00
Hardware/Software Total:			\$6,395.00

Hardware and Software (optional)

Description	Unit Price	Qty	Total
Replace Firewall / Backup Server	\$2315.00	1	\$2315.00
T130 Xeon Processor 8 GB RAM 4 - 2 TB hard drives in RAID10 3 year pro support with nbd onsite service			
High Availability Redundant Server Upgrade	\$3000.00	1	\$3000.00
Solid State Drives for Operating System 4 - RAID 10 Hard Drives 64 GB RAM Redundant Hot Swap Power Supplies			
Hardware / Software Total: (optional upgrades)			\$5,315.00

Professional Services

Description	Unit Price	Qty	Total
Server Labor	\$120.00	30	\$3600.00
<ul style="list-style-type: none"> Bench Test Server at Five's Office (setup RAID, OS, Updates) Reconfigure existing shelf to accommodate new server and switches (may need to purchase new shelf) Install New Server Setup Domain Roles (Active Directory, DNS, File Sharing, etc) Install Critical Software (Banyon, etc) Migrate data and setup file sharing on new server User Communication and Testing Setup and configure backup server Test 			
Online Exchange Migration Labor (Optional & Recommended)	\$120.00	30	\$3600.00
<ul style="list-style-type: none"> Domain Configuration to accommodate Online Exchange Online Exchange Account Setup Outlook Configuration Email Transfer Test Restore Online Exchange 			
<p><i>Online Exchange Features and Benefits - No upfront hardware costs, Business-class Email, Calendar, Contacts, Guaranteed 99.9% uptime, financially backed Microsoft service level agreement, 24/7 Phone Support, Integration with Active Directory and Outlook. Fully integrates with most Smartphones, Shared Contacts & Calendars, Calendars & Contacts sync with Smartphones, World Class data security, Less likely for email issues to take down the network. The absence of a Exchange Server on the city network will free up network and server resources to improve access to 3rd party software applications.</i></p>			
Kaspersky Cloud-Based Anti-Virus Install and Labor (Optional & Recommended)			TBD
Estimated \$30/user for 3 yrs			
Cloud-based Security Layer (OpenDNS) Install and Labor (Optional & Recommended)			TBD
Estimated \$50/mo for all Users			
Professional Services Total (including optional/recommended items):			\$7,200.00

Pricing Summary

Description			
Hardware & Software			\$6,395.00
Hardware & Software (optional)			\$5,315.00
Professional Services			\$7,200.00
Total:			\$18,910.00

Monthly Managed Services

Description	Unit Price	Qty	Total
Use Existing Managed Service Agreement w/ Five Technology			N/A
Online Exchange to be paid directly to Microsoft (Optional) Need final count of email users but estimated at 10	\$3.50	15	\$52.50
Managed Services Increase:			~\$52.50 /month

By signing this estimate, all parties agree to the terms and conditions of this estimate. Please refer to Project Plan for payment schedule, including down payment, mid project payments, and final payment. Estimates are valid for 30 days.

Proposed By: _____
— *Print Name* — *Signature* — *Date*

Accepted By: _____
— *Print Name* — *Signature* — *Date*

Project Team

#	Description	Team Member
1.	Project Manager / Technology Consultant	Jay McQuillan
2.	Lead Onsite Engineer	Matt Raske
3.	Onsite Engineer	Ryan Dunlop
4.	Remote Engineer	Andy Meagher

Terms and Conditions

1. A down payment of hardware, software, and 50% of the labor must be collected upon signing of this agreement. Upon completion of the final 50% is collected. Managed Service begins after installation.
2. All work outside "scope of solution" will be billed at current Five Technology T&M hourly rate. Work outside the "scope of solution" will require notification and sign-off from client before commencing.



Contact The Mound Fire Department
Telephone 952-472-3555
Fax 952-472-3775
Email moundfire@moundfire.com
Website Moundfire.com

FOR IMMEDIATE RELEASE
January 10, 2017

MOUND FIRE DEPARTMENT HAPPENINGS

Mound, MN, January 10, 2017– During the month of December 2016, the Mound Fire Department responded to 20 fire related calls and 29 medical related calls, for a total of 49 callouts for the month. The total callouts for 2016 was 588, as compared to 2015 call outs of 550. In December, 19% of our fire and rescue calls were received on Christmas Day. Many of the Mound Firefighters were away from their families on Christmas responding to these calls.

Chris Heitz, Mound Firefighter of the Year 2016

Since 1980, the Mound Fire Department has recognized one firefighter as the department “Firefighter of the Year”. The tradition continued in 2016, with the Mound “Firefighter of the Year” award going to Firefighter Chris Heitz. The recipient of the firefighter of the year award is determined by and based upon a nomination and evaluation process. The nomination process involves all of the current Mound firefighters. All active firefighters are eligible to win the award.

The award is based upon predetermined performance criteria including:

- A firefighter’s level of participation, involvement, and contribution to department
- The number of responses to emergency fire & rescue calls
- By attending and leading and department training sessions
- The amount of time dedicated to public relations activities
- Support of the department’s teamwork environment, and a positive attitude

Chris Heitz has been a volunteer with the Mound Fire Department since joining the ranks in March 2013. Firefighter Heitz is relatively new as a firefighter with four years with the fire department, which makes his accomplishments even more significant.

Congratulations to Firefighter Chris Heitz on his many accomplishments and this award, and for being selected as the 2016 Mound Firefighter of the Year!

Notable Events:

12-08-2016: On Thursday, December 8, 2016 at 08:25 hours, the Mound Fire Department responded to an Auto-Aid request from the St Boni Fire Department for residential fire in the 6500 Block of South Bay Drive in Minnetrista. Upon arrival, the attached garage was substantially involved in fire. The Mound Fire Department, along with multiple mutual aid fire departments, assisted St. Boni Fire with extinguishing the fire. There were no injuries to the residents or firefighters.

12-25-2016: On Sunday December 25, 2016 at 15:49 hours and again at 23:04 hours, the Mound Fire Department was dispatched to a report of powerlines lying across the road and on fire in the 4300 block of Wilshire Blvd. The Mound Fire Department secured the area until Xcel Energy Crews arrived on scene to cut off power to the line. The downed line caused large power outages in the area. There were no injuries to any civilians or firefighters.

12-31-2016: On Saturday, December 31, 2016 at 14:25 hours the Mound Fire Department responded to a report of a possible fire in an attached garage in the 5400 block of Morningview Court in Minnetrista. Upon arrival, crews found a working fire with heavy smoke and fire in the attached garage. The fire was quickly extinguished which prevented the fire from extending into the house. There were no injuries to the residents or firefighters.

Please Keep those Fire Hydrants Accessible!

The Minnesota winter snow fall continues to rise which creates problems with piled snow on and around fire hydrants. The snow makes it difficult for firefighters to quickly find the buried fire hydrants. Having clearly marked and rapid access to fire hydrants is critical to the fire suppression efforts of the fire department, especially when responding to any type of structure fire.

It normally takes a firefighter less than a minute to locate and connect a large fire hose to the fire hydrant. If a fire hydrant is buried under a pile of snow or hidden behind bushes or shrubs, then the time involved to hook up to a hydrant can double or even triple.

The Mound Fire department requests that you please take the time to keep fire hydrants in your neighborhoods clear of snow. This will help us be much more efficient and timely in the event of a fire emergency! Help us help our customers by clearing away snow from fire hydrants.

If you need help shoveling out or clearing your neighborhood fire hydrant...please contact Vicki Weber at the Mound Fire Administration Office 952-472-3555 and the fire department staff will make sure the fire hydrant is cleared.

Thank you for your assistance!

If you would like more information, please contact The Mound Fire Department at 952-472-3555 or email at moundfire@moundfire.com.

2016 MOUND FIRE DEPARTMENT ACTIVITY REPORT
Emergency Response and Firefighter Hours Detail

MONTH: December

City	Call Type	2016				2015			
		Month	Firefighter	YTD	YTD	Month	Firefighter	YTD	YTD
		Calls	Hours	Calls	Hours	Calls	Hours	Calls	Hours
MOUND	Fire	14	291	127	2585	9	163	100	1875
	Rescue	14	244	176	2950	15	271	178	3103
	Duty Officer	1	2	38	40	4	4	43	49
MINNETONKA BEACH	Fire	0	0	17	444	3	95	16	351
	Rescue	3	61	9	189	2	35	8	236
	Duty Officer	0	0	0	0	1	1	3	3
MINNETRISTA	Fire	2	84	42	848	4	51	37	697
	Rescue	4	73	33	624	2	43	50	891
	Duty Officer	1	1	7	7	0	0	4	4
SHOREWOOD	Fire	0	0	2	47	0	0	2	33
	Rescue	0	0	5	86	1	7	8	198
	Duty Officer	0	0	0	0	0	0	3	3
SPRING PARK	Fire	3	67	27	460	2	46	26	621
	Rescue	6	104	79	1351	4	121	55	937
	Duty Officer	0	0	7	7	0	0	5	6
MUTUAL AID	Fire	1	84	18	761	1	100	11	425
	Rescue	0	0	1	10	0	0	1	8
STAND BY	Weather, Special								
	Event, Etc.	0	0	0	0	0	0	0	0
Total Activity All Cities	Fire	20	526	233	5145	19	455	192	4002
	Rescue	27	482	303	5210	24	477	300	5373
	Duty Officer	2	3	52	54	5	5	58	65
	Stand By	0	0	0	0	0	0	0	0
	TOTAL	49	1011	588	10409	48	937	550	9440

Monthly Activity by Call Category	2016	2015
COMMERCIAL	5	6
RESIDENTIAL	35	39
OTHER (OUTSIDE/ROADWAY/LAKE/OPEN AREA/MISC)	9	3
SERVICE CALLS (Smoke/CO Detectors)	2	7
LEGITIMATE FIRE ALARMS	0	4
FALSE FIRE ALARMS	4	2

MUTUAL AID AND TRAINING/MAINTENANCE SUMMARY	2016		2015	
	Month	YTD	Month	YTD
MUTUAL AID CALLS RECEIVED	1	6	0	2
MUTUAL AID CALLS GIVEN	1	19	1	12
TRAINING/MAINTENANCE HOURS	456.5	4980.5	341.5	4037.75

Admin REPORTS - Fire Incident & Performance 2016 Performance Reports 2016 City's Monthly Report

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Mound Fire Department

Incident Reports - Spring Park

December, 2016

FIRE NO.	DATE	CITY	ADDRESS	FIRE/ RESCUE	DESCRIPTION	ACTION TAKEN	FF HOURS
558	12/12/2016	Spring Park	4501 Shoreline Drive	Fire	Alarm - Smoke	Ventilated	23
578	12/25/2016	Spring Park	2400 Interlachen Road	Fire	Haz Cond - Wires Arching	Secured Area	23
581	12/25/2016	Spring Park	4659 Shoreline Drive	Fire	Haz Cond - Wires Arching	Cancelled Enroute	21
Total Fire Calls				3	Total Fire Hours		67
549	12/9/2016	Spring Park	4515 Shoreline Drive	Rescue	EMS	Cancelled Enroute	17
566	12/19/2016	Spring Park	4527 Shoreline Drive #124	Rescue	EMS	Transported	25
568	12/21/2016	Spring Park	4527 Shoreline Drive	Rescue	EMS	Transported	14
571	12/22/2016	Spring Park	4501 Shoreline Drive	Rescue	EMS	Cancelled Enroute	13
574	12/25/2016	Spring Park	4523 Shoreline Drive, #308	Rescue	EMS	Unknown Transport	19
583	12/26/2016	Spring Park	4177 Shoreline Drive	Rescue	Person in Elevator	Power restored	16
Total Rescue Calls				6	Total Rescue Hours		104
Total Duty Officer Calls				0	Total Duty Officer Hours		0
TOTAL FIRE, RESCUE & DUTY OFFICER CALLS				9	TOTAL FIRE, RESCUE & DUTY OFFICER HOURS		171

Mound Fire Department
City of Spring Park
January through December, 2016

Fire Alarm / False Alarm Report

Fire No	Date	Address	Alarm Type			Activity or Action Taken	False Alarm	Pre-ventable
			Fire	Smoke	CO			
32	1/26/2016	4527 Shoreline Drive	x			Burnt Food	N	Y
80	3/3/2016	2380 Island Drive	x			Nothing Found	N	Y
116	3/28/2016	2400 Interlachen Road		x		Burnt Food	N	Y
122	4/1/2016	2470 Island Drive	x			Nothing Found	N	Y
150	4/22/2016	4557 Shoreline Drive	x			Set off by Maintenance	Y	Y
192	5/16/2016	4527 Shoreline Drive		x		Burnt Food	N	Y
193	5/17/2016	4300 Shoreline Drive	x			Contractors working on alarm	Y	Y
210	5/24/2016	4300 Shoreline Drive	x			Contractors working on alarm	Y	Y
214	5/25/2016	4601 Shoreline Drive	x			Contractors working on alarm	Y	Y
274	7/4/2016	2400 Interlachen Rd, #410A			x	Faulty Detector	N	Y
295	7/17/2016	4559 Shoreline Drive	x			Burnt Food	N	Y
385	9/5/2016	4201 Sunset Drive	x			Replaced Battery	N	Y
389	9/6/2016	4527 Shoreline Drive	x			Cancelled - Burnt Food	N	Y
393	9/9/2016	2400 Interlachen Road	x			Set off by construction	N	Y
394	9/9/2016	4204 West Arm Road	x			Set off by changing battery	N	Y
431	9/25/2016	2450 Island Drive	x			Burnt Food	N	Y
451	10/7/2106	4527 Shoreline Drive	x			Burnt Food	N	Y
515	11/16/2016	2400 Interlachen Road	x			Reset Alarm	N	N
521	11/22/2016	3832 Northern Ave	x			Cancelled upon Arrival	N	N
558	12/12/2016	4501 Shoreline Drive		x		Ventilated	N	Y

2016 YTD TOTALS

FIRE ALARM	16			False Alarms	4	
SMOKE DETECTOR		3		Legitimate Alarms	16	
CO DETECTOR			1	Preventable		18
TOTAL - ALL ALARMS	20					