

REQUEST FOR COUNCIL ACTION

Originating Department
Administration Department

Requested By:
Rena Weber

Date:
1/19/2011

ANNUAL APPOINTMENTS

2011

1. ENGINEERING FIRM - SEH
2. OFFICIAL NEWSPAPER – *Cold Spring Record*
3. OFFICIAL DEPOSITORY – 1ST National Bank, Plaza Park Bank, Smith Barney, Bremer Bank, & 4M Fund
4. ACTING MAYOR –
5. AUDITOR/ACCOUNTANT –
6. ATTORNEY – Rinke Noonan
7. WEED INSPECTOR – Mayor Jeff Hagen
8. ASSISTANT WEED INSPECTOR – Rick Hansen
9. COUNTY AGRICULTURAL INSPECTOR – John Waldorf
10. PROCESS SERVER – Stearns County Sheriff's Department

Motion by _____ Second by _____ Vote _____

2011 COMMITTEES

NEGOTIATING TEAM

RANDY VOLKMUTH
DUANE WILLENBRING
JEFF HAGEN
ALT.

PUBLIC WORKS COMMITTEE

RANDY VOLKMUTH
DUANE WILLENBRING
JEFF HAGEN
JERRY SCHMITT

BILL BECKER

FINANCE COMMITTEE

RANDY VOLKMUTH

JEFF HAGEN

ALT: DUANE WILLENBRING

PERSONNEL COMMITTEE

RANDY VOLKMUTH

DUANE WILLENBRING
JEFF HAGEN
BILL BECKER

APO

BILL BECKER

TRI—CITY CABLE

ROGER SCHMIDT
DICK NIETERS

CONTRACT AGREEMENT

The City of Rockville, Minnesota ("City") enters into this agreement with Don Simon ("Simon") who agrees to maintain water lines, sewer lines, lift stations, water system, and sewer system. The City and Simon agree as follows:

1. **Pay.** Simon shall receive an annual salary of \$1671.07 for maintaining water lines, water system, sewer lines, sewer system and the lift station. Simon shall be paid quarterly.
2. **Manner of Work.** Simon, in his sole discretion, shall control the manner in which he performs the work under this Agreement.
3. **Term.** The term of this Agreement shall be for one (1) year from the date this agreement is executed.
4. **Independent Contractor.** Simon is an independent contractor, not an employee of the City.
5. **Indemnification.** Simon agrees to defend and indemnify City against any claims brought or actions filed against City or any of its officers, employees, or agents for property damage, bodily injury, or death to third persons arising out of or relating to Simon's work under this Agreement.
6. **No Waiver.** Nothing contained herein shall be construed on the City's part as a waiver of its limits on liability pursuant to Minnesota Statutes Chapter 466.
7. **Termination.** This Agreement may be terminated by either party upon two (2) weeks written notice. In the event this Agreement is terminated prior to its natural expiration, Simon's compensation shall be prorated to the date of termination.

Dated: January _____, 2011.

Don Simon

Dated: January _____, 2011.

CITY OF ROCKVILLE

By _____
Its Mayor

RESOLUTION NO. 2011-03

**A RESOLUTION AWARDING A CONTRACT FOR SERVICES TO
DON SIMON**

WHEREAS, the City of Rockville has several wells and other water facilities that require inspection and service outside of regular hours City hours;

WHEREAS, Don Simon, a Council member of the Council for the City of Rockville is available and capable of performing said work; and

WHEREAS, the City has been unable to find another individual or company to perform these services, or make other arrangements for existing employees to perform these services for an amount equal to or less than the compensation requested by Mr. Simon.

NOW, THEREFORE, the Rockville City Council resolves as follows:

1. The Rockville City Council awards the contract attached hereto as Exhibit A to Don Simon, a Council member, on the terms and conditions contained therein.

Adopted _____, 2011

Mayor

ATTEST:

City Clerk/Administrator