



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 22, 2019
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. April 8, 2019 City Council Meeting Minutes
 - B. Claims
 - C. Reports
 1. City Administrator's Report
 2. City Engineer's Report
 3. Sheriff's Department Report
 4. Public Work's Report
 5. Fire Department Report
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 - A. Administrative
 1. National Night Out – August 6, 2019
 2. Novel Energy
 3. Carver County Community Development Agency – Land Trust
 - B. Public Works
 1. Hiring for Seasonal Position – Resolution 4-22-19-17
 2. Sewer Jetting and Televising Proposal – Yearly Maintenance
- 7. City Council Reports**
- 8. Other Business**
- 9. Upcoming Meetings & Events**
 - May 7, 2019 Planning Commission Meeting
 - May 13, 2019 City Council Meeting

May 14, 2019 Park Commission Meeting
May 28, 2019 City Council Meeting (Tuesday – Due to Memorial Day)
May 29, 2019 EDA

10. For Your Information

April 9, 2019 Park Commission Meeting Minutes

11. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – APRIL 8, 2019

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

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

ABSENT: Council Member Boder

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Kaye Timmers

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

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

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

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

1. Approve the Minutes of the March 25, 2019 Regular Council Meeting.
2. Approve Claims for the Month of April 2019. Check numbers 22193 to 22220. E-Check numbers 5224E to 5236E.
3. Approve Grant Agreement-Amendment and Extension of Metropolitan Council Local Planning Assistance Program.
4. Acknowledge First Quarter 2019 Building Permits Report.
5. Acknowledge 2019 Capital Improvement Report-Waste Water Treatment Facility.

CITY ADMINISTRATOR

1. **Commander Mike Wollin Introduction** – Commander Mike Wollin Introduced himself to Council as the new Carver County Sheriff's Department Commander. Commander Wollin replaced Commander Tschida, who retired in January of 2019. Commander Wollin has been with Carver County since 2005 and looks forward to working with the City of Mayer. The Council congratulated Commander Mike Wollin on his appointment and looks forward working together.
2. **Approval Resolution 4-8-19-16 Transfer of Funds** – A MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield approving Resolution 4-8-19-16 Transfer of Funds. Motion Carried 4/0.
Mayor Dodge directed Staff to send an email to Fire Chief Rod Maetzold providing details on the funds and transfers.
3. **Approve Ordinance 229 Winter Parking** – Tabled
4. **Approve Ordinance 230 Animal Licensing Amendment** – The historical reason of licensing animals was to ensure that pets were up to date on vaccinations and easily returned to their owners if lost. Minnesota law doesn't require cities to license pets. It is left up to municipalities to enact ordinances. More and more cities are eliminating pet licensing because the noncompliance rate is so high, and many cities are finding it difficult to enforce the licensing ordinance. Technology, including dog facial

recognition software and microchips, and social media, including Facebook, is changing how animals are found. The City of Mayer has offered a yearly license or lifetime license for dogs. The number of licenses applied for is so few and doesn't cover the City's costs. In addition, the data collected by the City of Mayer has not been beneficial to law enforcement because many of the animals found were not wearing collars. A MOTION to Approve Ordinance 230 Animal Licensing Amendment was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden. Motion Carried 3/1. *Mayor Dodge a nay.*

PUBLIC WORKS

1. **Approve Purchase of Public Works Lawn Mower** – Public Works Kuntz presented his proposal to purchase a new 2019 72” Hustler lawn mower from Bob’s Repair in the amount of \$11,344.00.

Staff acquired two bids:

MIT Distributing	Bob’s Repair
72” Toro \$11,121.00	72” Hustler \$11,344.00
Trade in Value \$5,500.00	Trade in Value \$6,800.00
Total Costs	Total Costs
72” Toro \$ 5,621.00	72” Hustler \$4,544.00

A MOTION to approve purchase of a new 2019 72” Hustler lawn mower from Bob’s Repair in the amount of \$11,344.00 was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield. Motion carried 4/0.

Mayor asked City Administrator to schedule a future discussion on trade-in’s and trade-in schedules.

COUNCIL REPORTS

- Mayor Dodge stated that he met with the Fire Chief and Assistant Fire Chief to discuss the hurdles of recruiting new fire fighters and the need for more marketing.

ADJOURN

There being no further business, a MOTION was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield to adjourn the meeting at 7:04 p.m. Motion Carried 4/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

ACCOUNTS PAYABLE LIST

April 22, 2019

Checks: 22221 - 22238, 5237E - 5250E

22221 AME Electric	Community Center Electrical Maintenance	\$3,310.98
22222 Ancom Communications	Fire Dept Radio Maintenance	\$493.00
22223 Bond Trust Services	2017A Water/Sewer Bond Payment	\$34,275.00
22224 Carver County	Police Services	\$261.60
22225 Culligan	Fire Department	\$70.50
22226 DPC Industries	Chemicals - Water Treatment Plant	\$1,075.40
22227 Evoqua Water Tech.	WWTP Project - Pumps	\$25,300.00
22228 Fremont Industries	Coagulant	\$1,134.00
22229 Heiman Fire Equipment	Fire Dept - Drip Torch	\$162.54
22230 Hillyard of Hutchinson	Community Center Supplies	\$445.99
22231 Kjolhaug Environmental Services	Wetland Restoration Review and Monitoring	\$1,687.50
22232 Kluver Consulting	WWTF Contract	\$900.00
22233 Lincoln National Life	Employee Life Insurance	\$202.80
22234 Metro West Inspection Services	Finalized Permits - Building Inspection Services	\$1,345.41
22235 MFSCB	FD Recertification - Gustafson	\$150.00
22236 MN Services	Community Center Cleaning	\$319.23
22237 MN Pollution Control Agency	2019 Annual Water Permit Fee	\$1,450.00
22238 Mobil - Exxon	Gas - PW	\$338.06
22239 Municipal Development Group	Planning Services	\$672.50
22240 Overline and Son	WWTF and Lift Station	\$1,776.16
22241 Ratwik, Roszak and Maloney	Legal Services	\$3,216.54
22242 Security Bank	H.S.A. Benefits	\$875.00
22243 TAPS	Tap Cleaning - Community Center	\$35.00
22244 Tom Goepfert	On Call	\$100.00
22245 Total Energy Systems	Generator Maintenance	\$2,136.00
22246 United Farmers Coop	Power Sweep	\$340.95
22247 Utility Consultants	Samples	\$2,642.10
22248 VISA	Office supplies	\$266.51
22249 Westwood Equipment	WWTP Filter Paper	\$385.50
22238 Mobil - Exxon	Gas - PW	\$338.06
5237E PERA	Employee Benefits	\$1,434.34

5238E ADP	Payroll Fee	\$81.89
5239E Frontier	PW Internet	\$113.87
5240E MN Dept of Labor And Industry	1st Quarter Surcharge Report	\$338.09
5241E MN Dept of Revenue	Sales Tax Payment	\$333.00
5242E Centerpoint Energy	Gas Utilities - WTP	\$52.51
5243E Centerpoint Energy	Gas Utilities - PW	\$128.09
5244E Centerpoint Energy	Gas Utilities - FD	\$316.10
5245E Centerpoint Energy	Gas Utilities - CH	\$740.58
5246E Centerpoint Energy	Gas Utilities - WWTP	\$828.14
5247E Frontier	PW Internet	\$113.73
5248E McLoed Coop Power Assn	City Sign - Electric Utilities	\$37.07
5249E McLoed Coop Power Assn	Street Lights - Electric Utilities	\$700.95
5250E Xcel Energy	Street Lights - Electric Utilities	\$1,870.33
<hr/>		\$92,795.02

Administrator's Report

Mayor Dodge and Council,

Agave Mexican Restaurant – Agave has met with city staff, the building inspector and state inspectors regarding finalizing permits for the restaurant property. A plan is in place to get them into compliance so that they can open as soon as they are ready.

Fire Department Fish Fry – This was on April 7, 2019. There was a good turnout.

Code Enforcement – I did send out about 20 notices to residents who were parking on the grass (either recreational vehicles or vehicles).

Park Commission – April 9 – Visioning Session – Park Commission did their visioning session on April 9th. It went very well. Staff and the Commission looked at large maps of each of the City's 5 parks and in detail marked up the maps for future proposed amenities. The next step includes getting cost estimates for the amenities and drafting a 5-10 year CIP plan.

Cleaning Services – We put in the local newspaper a request for cleaning services last week. We did not put in the newsletter because by the time the newsletter goes out, the deadline would be too late. I will blast it on social media as well.

Jaguar Communications – I contacted Jaguar Communications regarding the work they are performing throughout town. I asked if they could provide a "news blast" for residents. They responded with a short statements saying that they hope to be done with installation by Memorial Day.

Fire Dept USDA Grant – I am working with a few people on the preapplication for a USDA Grant for the Fire Department. This will assess whether we qualify for a loan through the USDA for a new Fire Station. This would be the most financially feasible option for the City if accepted.

Public Works Seasonal Position – We received 5 applications for the position. We interviewed two of applicants this morning. We are hoping to get approval for a finalist at the April 22, 2019 meeting.

Park Grills – The park grills have been ordered for West Ridge Park.

Let me know if you have any questions.

Sincerely,

Maggie McCallum



**BOLTON
& MENK**

Real People. Real Solutions.

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

MEMORANDUM

Date: April 18, 2019
To: Mayer City Council
From: David Martini
Subject: Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk worked on during the March billing period:

Miscellaneous Engineering

Miscellaneous engineering included the following:

- Wetland banking documentation
- Floodplain Ordinance Update
- West Ridge Park concept planning and Park Board meeting attendance
- Review street maintenance plans and costs
- Review financial plan and phasing for future street improvements
- Review spring flooding issues and concerns

7.0 hours of time was provided at the City's reduced hourly, which resulted in a savings to the City of **\$749**.

Comprehensive Plan Support

During the billing period, time was spent on ongoing comment review and revisions.

Sanitary Sewer Improvements

During the billing period, time was spent on pre-construction coordination and contractor communications.

Hidden Creek (Pass Thru)

During the billing period, time was spent reviewing the status of project acceptance and letter of credit reduction.



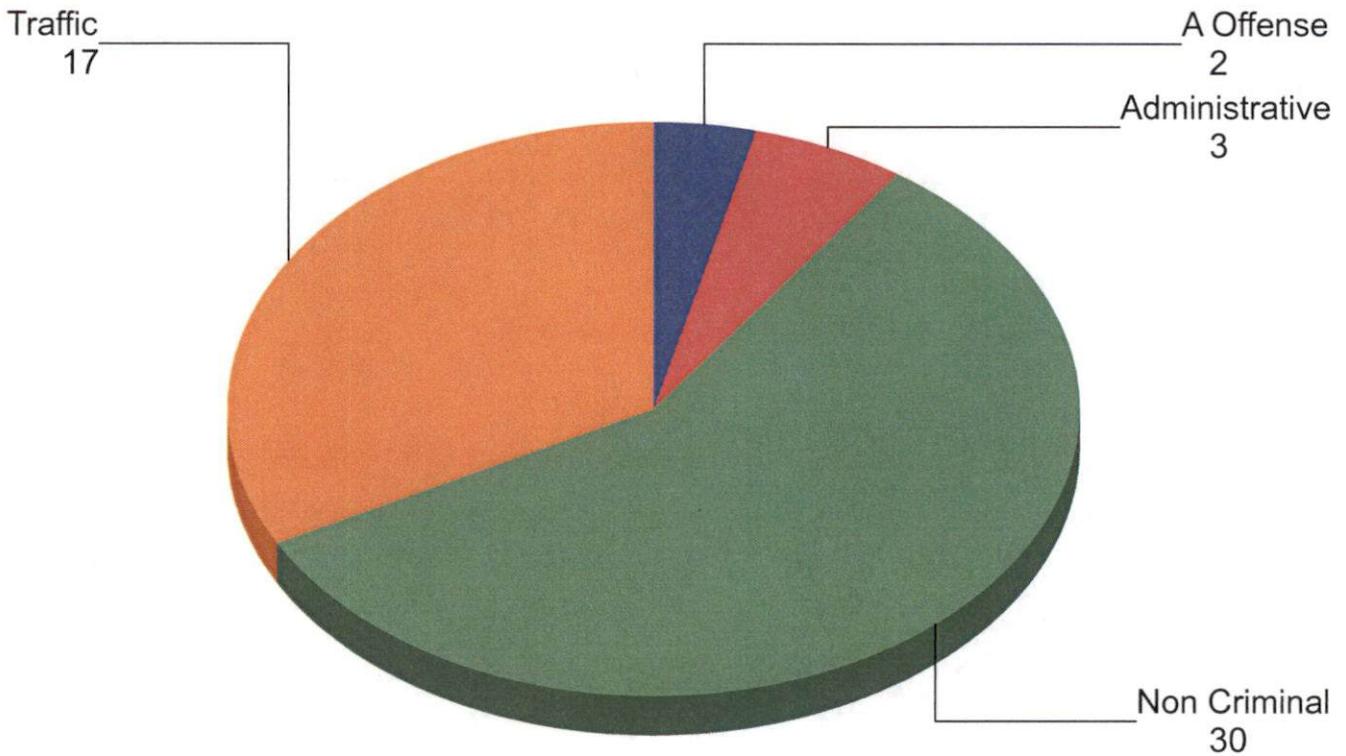
City of Mayer

March 2019



**Carver County Sheriff's Office
Monthly Calls for Service
From: 3/1/2019 To: 3/31/2019**

Mayer City



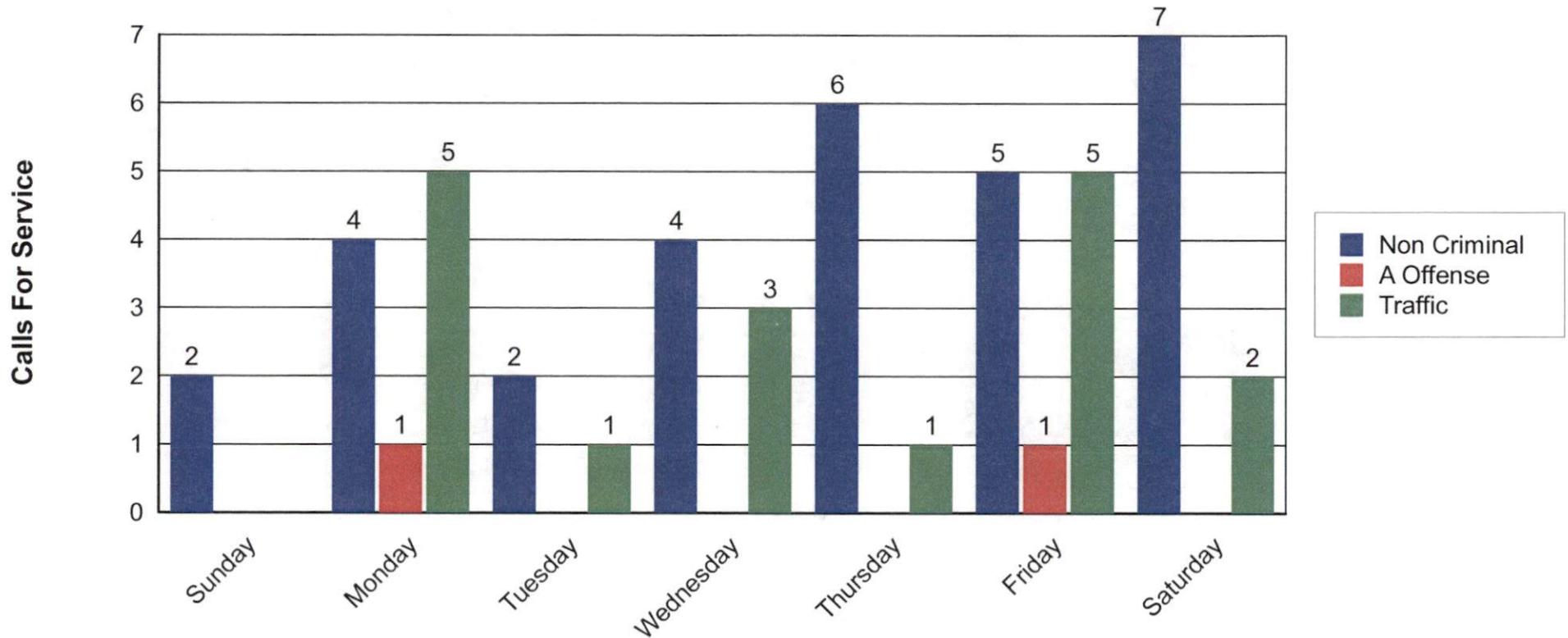
Total A Offense:	2
Total Non Criminal:	30
Total Traffic:	17
Total Administrative:	3

Total Mayer City: 52



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 3/1/2019 To: 3/31/2019

Mayer City

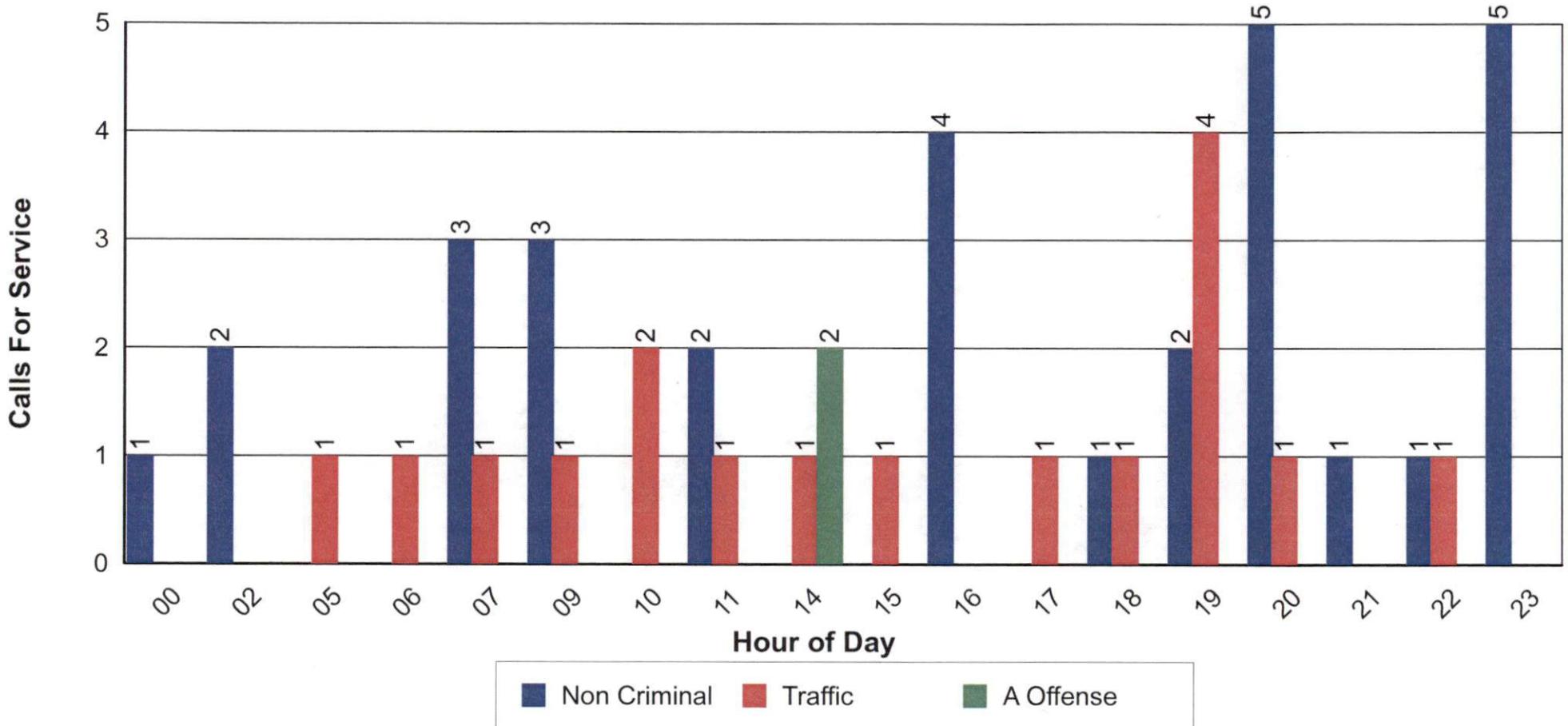


Total Mayer City: 49



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 3/1/2019 To: 3/31/2019

Mayer City



Total Mayer City: 49



**Carver County Sheriff's Office
Monthly Calls for Service
From: 3/1/2019 To: 3/31/2019**

Mayer City

Patrol

A Offense

Theft 2

Total A Offense: 2

Non Criminal

Misc Non-criminal 4

Alarm 2

Animal 3

Medical 7

Fire Call 2

Civil Process 1

Warrant Service 1

Suspicious Activity 9

Disturbance (Info Only) 1

Total Non Criminal: 30

Traffic

Traffic - Misc 3

Traffic Stop 14

Total Traffic: 17

Total Patrol: 49

Administrative

Administrative

GunPermit-Acquire 1

GunPermit-CarryNew 2

Total Administrative: 3

Total Administrative: 3

Total Mayer City: 52



Carver County Sherff's Office Traffic Citation Summary From: 3/1/2019 To: 3/31/2019

Mayer City

DAS, DAR, DAC:	1
Expired Tabs:	1
Speed:	1
Total Mayer City:	3



**Carver County Sheriff's Office
Verbal Warnings
From: 3/1/2019 to 3/31/2019**

Mayer City

Animal:	2
Misc Non-criminal:	1
Traffic Stop:	11
Grand Total Verbal Warnings:	14

NIBRS - Activity Codes

Activity Code	Descriptor	
GROUP A		
AC	Animal Cruelty	Abuse or neglect of animal
AR	Arson	Intentionally destroy property by fire
A	Assault	Altercation between parties where physical harm occurred
AA	Aggravated Assault	Assault where substantial injury is caused or weapon used
BB	Bribery	Offering, giving, receive anything of value to sway judgement
B	Burglary	Unlawful entry into a structure to commit a crime
CF	Counterfeiting/Forgery	Alter, copy, imitation, passing a copy as an original
P	Property Damage	All damage to property
D	Drugs	All drug violations, possession of, sale of, manufacture of
EM	Embezzlement	Misappropriation of money, property entrusted to person
EX	Extortion/Blackmail	Unlawful obtain money, property by use or threat of force
U	Fraud	Intentional perversion of truth to obtain money or property
G	Gambling	Unlawful operate, promote or assist in operation of gambling
H	Homicide	Intentional taking of a persons life
HT	Human Trafficking	Induce a person to perform sex act or labor via force, fraud or coercion
K	Kidnapping	Unlawful seizure, transport or detain person against their will
T	Theft/larceny	Taking of property, stealing
V	Motor Vehicle Theft	Theft of a motorized vehicle
PO	Pornography	Manufacture, publish, sell, buy, possess sexually explicit material
PR	Prostitution	Unlawfully engage in or promote sexual activity for anything of value
R	Robbery	Taking of property by use of force
S	Sex Offenses	Forcible sexual assault
SN	Sex Offenses, Nonforcible	Nonforcible sexual intercourse (incest, statutory rape)
SP	Stolen Prop Offenses	Receive, buy, sell possess, conceal, transport known stolen property
W	Weapons	Violation of manufacture, sale purchase, transport use firearm

GROUP B		
BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	Trespassing	Unlawfully enter land, dwelling or other real property
M	All Other Offenses	OFP/Danco violation, Traffic - Hit & run accident
		All other offense not included in other A & B classifications
O *	Ordinances	Laws/rules created by county or cities.
*		Use only when Enforcement used (citation or arrest)

Activity Codes
Non-criminal, Traffic and Administrative

NON CRIMINAL		
Code	Description	
1	Misc. NonCriminal	Gen law enforcement questions: citizen assists, lost and found property civil disputes, juvenile disciplinary issues, etc
2	Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
3	Alarm	Checking on an alarm at a private residence or business
4	Domestic	Verbal argument between parties. Must have relationship. No charges
5	Missing Person	Missing / Lost person (not runaway)
6	Abuse/Neglect - Info only	Abuse or neglect of children or adults
9	Animal	Animal bites, stray animals. All calls involving animals
10	Medical	Assist persons with medical issues, natural cause deaths
11	House/Business Check	Check on residences or business when owners are away from property
12	Assist other Agency	Assist other law enforcement, state patrol, govt depts, EMT or medical
13	Fire Call	Fires and assist to fire departments
15	Mental Health	Suicides, 72 hr holds for mental health issues
16	Civil Process	Service of civil papers. Assist with civil standby situations
17	Transport	Transport persons for various reasons.
19	Warrant Service	Service of warrant for Carver County and other counties.
20	Boat & Water	All incidents involving boats, watercraft and/or lakes
21	Snowmobile	All incidents involving snowmobiles
22	ATV	All incidents involving ATV
30	Suspicious Activity	Suspicious persons, acts or vehicles. Accidental 911 calls
31	Open Door	Located an open door to a business or residence
34	Drug - Info Only	Drug information only
35	Disturbance - Info Only	Noise complaint, disturbing peace
60	Child Custody Dispute	Incidents involving dispute over child custody

TRAFFIC RELATED		
Code	Description	
8	Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, veh in ditch, assists, all parking issues
38	Traffic - Stops	All traffic stops initiated by officers
50	Auto Accd - Prop Damage	Auto accident in which only property damage occurred
51	Auto Accd - MV vs deer	Auto accident involving a motor vehicle and deer
52	Auto Accd - Injury	Auto accident in which injury and property damage occurred
54	Auto Accd - Fatality	Auto accident in which a fatality occurred
80	Driving Complaint	Complaints of bad driving behavior.

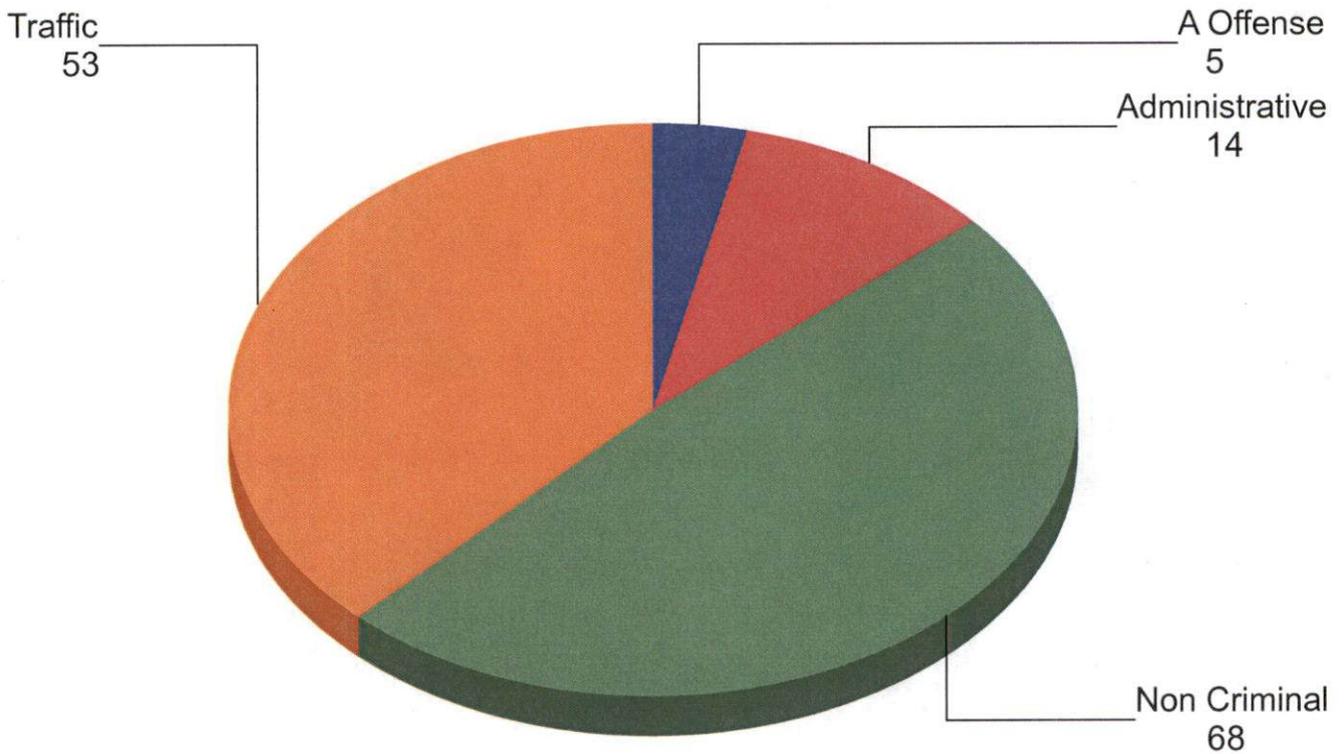
ADMINISTRATIVE

Code	Description	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit -Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating immigration status
39	Rec Ck - Gambling Permit	Records check for gambling permit
40	Rec Ck - Citizen Academy	Records check for citizens academy
41	Rec Ck - Adoption	Records check for adoption
42	Rec Ck - Carver Cty Employ	Records check for Carver County employment
43	Rec Ck - SO Employ	Records check for Carver County Sheriff's Office employment
44	Rec Ck - SO Volunteer	Records check for Carver County Sheriff's Office Volunteer
45	Rec Ck - DHS	Records check for Dept of Human Services
46	Rec Ck - Name Change	Records check for Name change purposed
47	Rec Ck - Other Employ	Records check for other employment
48	Rec Ck - Individual	Records check for an individual
49	Rec Ck - Military	Records check for the military
61	License - Day Care	Records check for a day care license
62	License - Foster Care	Records check for a foster care license
63	License - Liquor	Records check for a liquor license
64	License - Massage Parlor	Records check for a massage parlor license
65	License - Fireworks	Records check for fireworks permit
66	License - Peddler	Records check for peddlers license
999	Sealed	Records are sealed by Court Order



**Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2019 To: 3/31/2019**

Mayer City



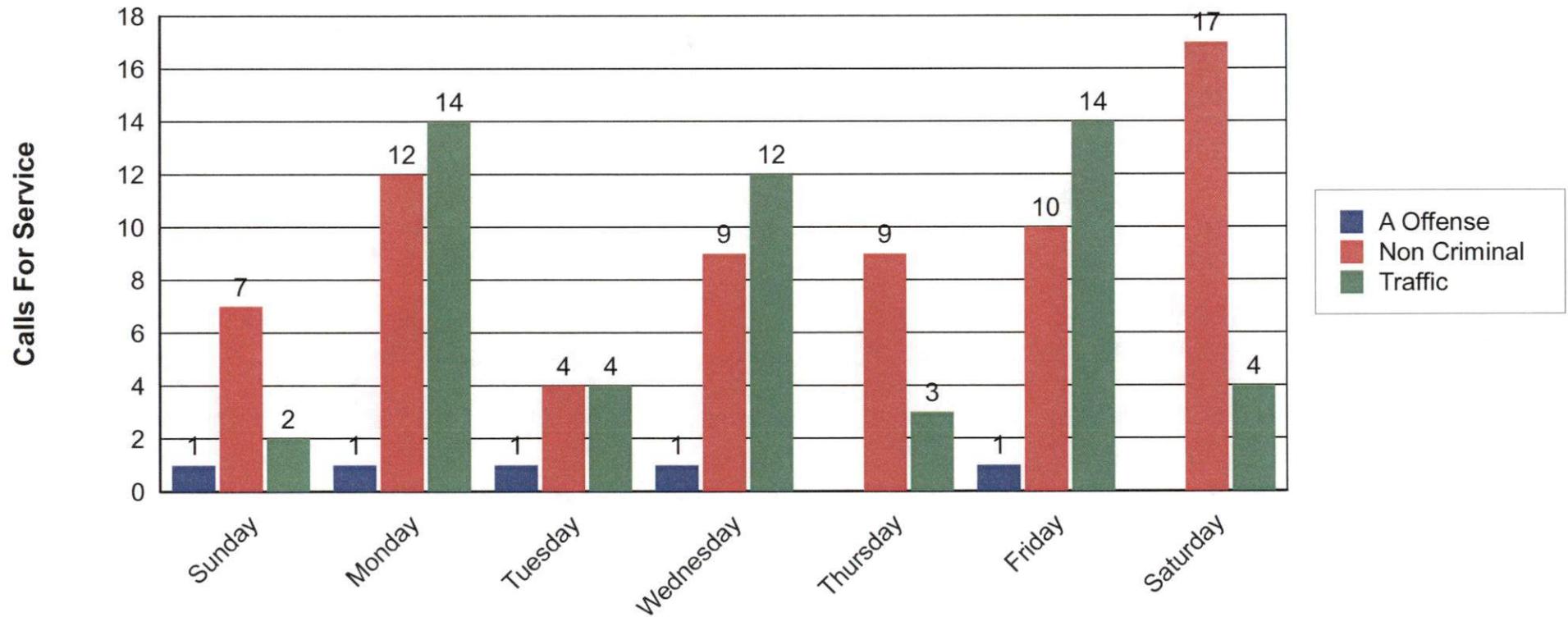
Total A Offense:	5
Total Non Criminal:	68
Total Traffic:	53
Total Administrative:	14

Total Mayer City: 140



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 1/1/2019 To: 3/31/2019

Mayer City

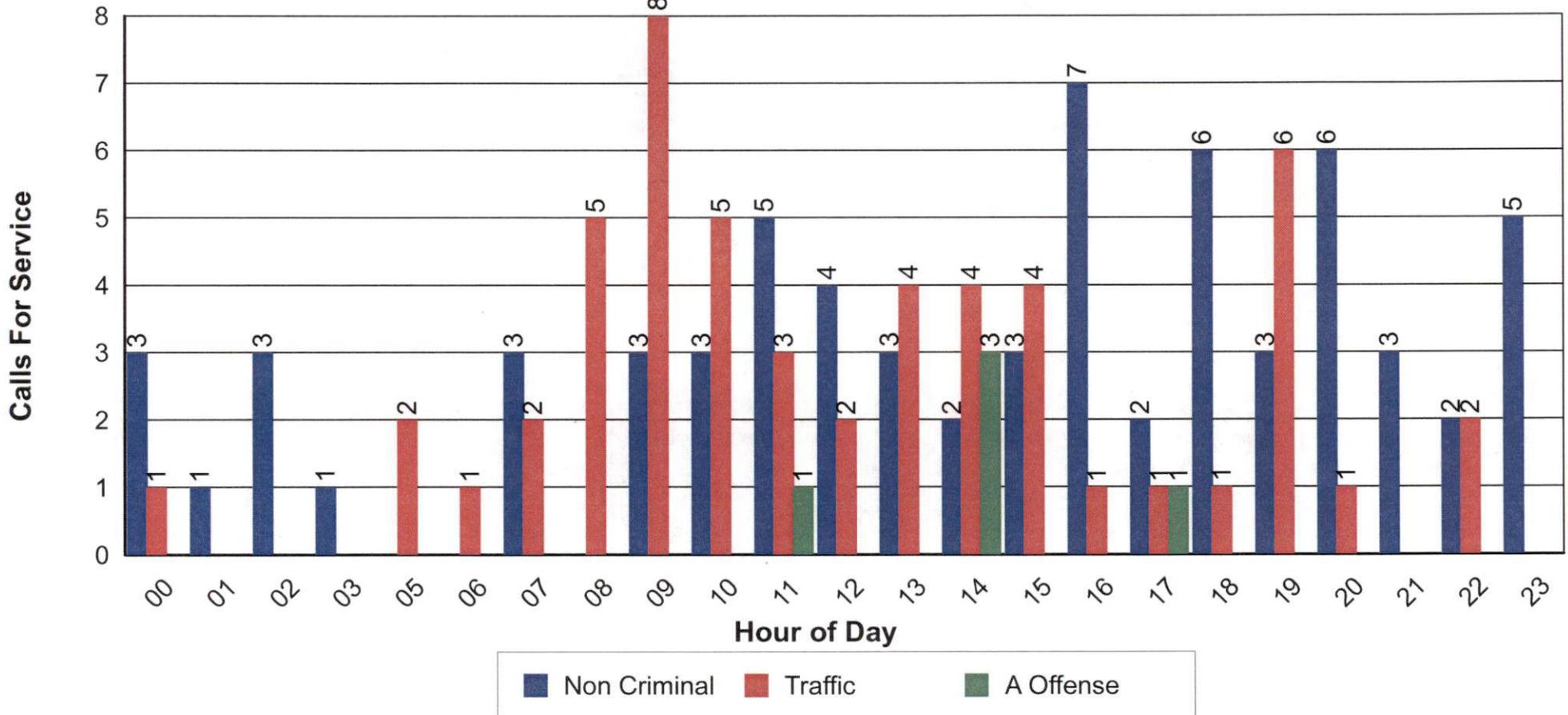


Total Mayer City: 126



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 1/1/2019 To: 3/31/2019

Mayer City



Total Mayer City: 126



**Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2019 To: 3/31/2019**

Mayer City

Patrol

A Offense

Drug Violation	1
Theft	3
Fraud	1

Total A Offense: 5

Non Criminal

Misc Non-criminal	15
Unlock Vehicle/bldg	2
Alarm	2
Domestic	2
Abuse/Neglect (Info Only)	2
Animal	6
Medical	14
House Check	1
Fire Call	4
Civil Process	1
Warrant Service	1
Suspicious Activity	14
Disturbance (Info Only)	3
Child Custody Dispute	1

Total Non Criminal: 68

Traffic

Traffic - Misc	13
Traffic Stop	37
Pd Accident	2
Driving Complaint	1

Total Traffic: 53

Total Patrol: 126

Administrative

Administrative

GunPermit-Acquire	4
GunPermit-CarryNew	3
GunPermit-CarryRenew	4
Lic - Liquor	3

Total Administrative: 14

Total Administrative: 14

Total Mayer City: 140



Carver County Sherff's Office
Arrest Summary
For: Mayer City
From: 1/1/2019 To: 3/31/2019

Mayer City

35A - Drug/Narcotic Violations

Totals for Mayer City

Total Charges

Total Arrestees

Total Incidents

1

1

1

1

1

1



Carver County Sherff's Office

Traffic Citation Summary

From: 1/1/2019 To: 3/31/2019

Mayer City

DAS, DAR, DAC:	1
Expired Tabs:	3
Mufflers (faulty):	1
Parking - All Other:	1
Seatbelt Violation:	2
Speed:	1
Total Mayer City:	9



**Carver County Sheriff's Office
Verbal Warnings
From: 1/1/2019 to 3/31/2019**

Mayer City

Animal:	2
Misc Non-criminal:	2
Traffic Stop:	27
Grand Total Verbal Warnings:	31



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from March 22nd (2019) to April 15th (2019)

Roads

- Plowed and salted all roads when necessary
 - Called in Widmer Construction for snow removal services when needed
- Started putting together a list of 2019 road repairs
- Took down winter banners
 - Washed and put up summer banners on downtown light poles

Parks

- Plowed trails when necessary
- Picked up trash in all city parks after snow melt
- Placed erosion control in areas around ice skating rink

Water Treatment Facility

- Worked on finalizing the Water Treatment Facility capital improvement plan
- Took water samples for Minnesota Department of Health
 - Took all MDH water samples to UPS store in Waconia to be shipped

Wastewater Treatment Facility

- Broke up ice accumulation in digester on a daily basis
- Troubleshot issues with traveling bridge filter tracking issues
- Cleaned and organized old clarifier building to accommodate for spare parts

Lift Stations & Collection System

- Started working on 2019 jetting and televising locations
 - Collected quotes and started writing proposal
- Contacted Quality flow about yearly pump inspections
- Contractor came to clean all lift stations

Miscellaneous

- Attended City Council meeting on 3/25/19 and 4/8/19
- Attended Park Board meeting on 4/9/19
- Attended the MPCA Wastewater Conference in Brooklyn Park
 - PASSED CLASS A EXAM!
- Located all water, sewer, and storm water utilities where Jaguar Communications is installing the new fiber optic line
- Cleaned and organized public works building
- City Hall/Community Center
 - Clean as needed
 - Finished mounting projector screen, projector, and miscellaneous items in council chambers
- STS crew came to install slating on fence at public works building
- Interviewed and selected candidate for seasonal public works position
- Hauled in old electronics and appliances to be recycled

Equipment

- Took Hustler mower out of storage and started to get it ready for the mowing season
- Wrote and presented proposal for new 72" Hustler mower
- Total Energy came to inspect and conduct yearly maintenance on all city generators

Date: April 2, 2019

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 03/31/19

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
03/01/19	0942	Waconia	Medical, 12855 Co Rd 32	10
03/25/19	1145	Waconia	Medical, 12855 Co Rd 32	11

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
03/01/19	1846	Medical, 2308 Coldwater Crossing	15
03/07/19	2243	Medical, 1185 Hidden Creed Blvd	14
03/09/19	1607	Medical, 104 5 th St NE	17
03/14/19	0735	Gas line brake, 305 5 th St NE	42
03/15/19	0710	Medical, 325 Ridge Rd	12
03/16/19	2052	Smell of Gas, Birch Dr & Hidden Creek Blvd	18
03/18/19	0010	Medical, 325 Ridge Rd	14
03/21/19	1605	Medical, 104 5 th St NE	14
03/21/19	1943	Medical, 2339 Coldwater Crossing	19

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 03/31/19

03/04/19	Regular Meeting
03/11/19	Flood Meeting with City
03/11/19	Group Training
03/19/19	Training with MN FIRE on Firefighter's Health
03/21/19	Carver County Chiefs Meeting at Cologne
03/26/19	Meet with Eric Boder and Mayor



Memorandum

Item: National Night Out – 2019

Meeting Date: April 22, 2019

Presented By: Margaret McCallum, City Administrator

Details:

Residents came together last year to put on a National Night Out event here at Mayer City Hall/Community Center. They are asking for some support from the City of Mayer for the 2019 year.

2019 National Night Out is on Tuesday, August 2, 2019 this year.

WHAT IS NATIONAL NIGHT OUT?

National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

Millions of neighbors take part in National Night Out across thousands of communities from all fifty states, U.S. territories and military bases worldwide on the first Tuesday in August (The state of Texas and select areas celebrate on the first Tuesday in October). Neighborhoods host block parties, festivals, parades, cookouts and various other community events with safety demonstrations, seminars, youth events, visits from emergency personnel, exhibits and much, much more.

Attachments:

None.

MAYER *Minnesota*

Minnesota Community Solar Garden Program
4/15/19



- This Community Solar Garden (CSG) program was created in 2013 with direction from Minnesota Legislature and is regulated by the Public Utilities Commission
- **\$0 upfront**
- **No pricing risk-** guaranteed \$[Discount Rate]/kWh discount
- **No production risk**
- Solar panels are located off-site and you still receive power from Xcel
- A Subscription amount of **597,779 kWhs will produce an estimated savings of about \$5,700/year.**

	Discount Rate	Initial Term*	Term Replacement Period
Option 1	\$0.01 / kWh	8 Year	2 Year
Option 2	\$0.005 / kWh	5 Year	2 Year

**You can choose to take advantage of these savings for up to 25 years*



Community Solar is an opportunity to save money over the next 25 years, help protect the environment and support **30** local business

About Novel Energy Solutions (NES)

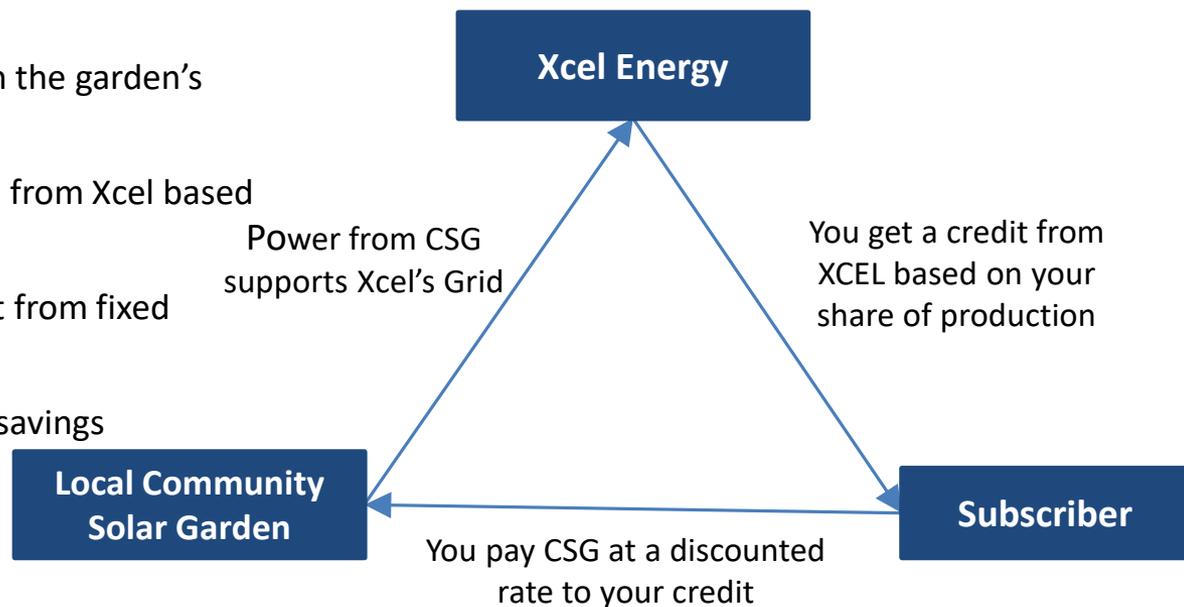
- ❑ Leading Minnesota integrated energy management company which includes complementary businesses-- community solar garden development, solar project construction, solar project finance and energy conservation
- ❑ Founded in 2011 by Cliff, Ralph and Mena Kaehler. The Kaehler family are active farmers (Purebred cattle) with over a hundred and thirty years of history in the southern Minnesota area.
- ❑ Novel Energy Solutions (“NES”) are leaders in the Minnesota solar market



Buhl Hog Farm (250 KW)

Community Solar Garden Program

- ❑ The Community Solar Garden model aims to combine the environmental and cost benefits of large scale solar energy production with the individual cost savings of rooftop or ground mount direct solar generation
- ❑ Participating local businesses, organizations and residents can manage electric costs with no upfront investment and no production risk
- ❑ In 2013, Minnesota legislation directed Minneapolis-based utility, Xcel Energy, to create a program for community solar gardens (“CSGs”). The program is regulated by the MN Public Utility Commission
 - Each CSG must have a minimum of five subscribers with no one subscriber accounting for more than 40% of generation
 - CSG subscribers must be located in the garden’s county or adjacent counties
 - CSG subscribers receive bill credits from Xcel based on their subscription size
 - Subscribers to NES gardens benefit from fixed electricity rates savings
 - NES Subscription anticipated 10% savings



Subscription Opportunity

Subscription Pricing

❑ Opportunity to lock in Savings

- The 2018 VOS bill credit is \$0.0976/kWh with annual escalation of 2.27%
- Subscription rate for the first year is set based on a one cent/kWh discount to the VOS rate on the commercial operations date of the applicable CSG
- **In future years the subscription rate WILL always remain one cent below the VOS bill credit rate.**
- Billing is monthly and the City of Mayer will only pay for electrical credits actually received

Additional Benefits

❑ Creates environmental marketing opportunities

- The City of Mayer can support green energy AND lower electricity rates
- Can be an important marketing tool, now and particularly in the future as more pressure is put on organizations for environmental leadership

Other Terms

❑ Assignment and Termination

- Allows assignment of contract to new subscriber at limited, administrative charge
- Lowered termination fees in the event of moving business and no termination fees if terminated due to NES fault

Flexibility

❑ NES is open to discussing the City of Mayer's needs and priorities and creating a custom subscription solution

Year	Total Project Energy Production (kWh)	Subscriber Energy Production (kWh)	Bill Credit Rate (\$/kWh)	Estimated Total Bill Credit (\$/yr)	Subscription Rate (\$/kWh)	Subscription Payments (\$/yr)	Estimated Annual Savings (\$/yr)
1	1,785,000	597,779	\$0.09760	\$58,343	\$0.08760	\$52,365	\$5,978
2	1,776,075	594,790	\$0.09980	\$59,360	\$0.08980	\$53,412	\$5,948
3	1,767,195	591,816	\$0.10210	\$60,424	\$0.09210	\$54,506	\$5,918
4	1,758,359	588,857	\$0.10440	\$61,477	\$0.09440	\$55,588	\$5,889
5	1,749,567	585,912	\$0.10670	\$62,517	\$0.09670	\$56,658	\$5,859
6	1,740,819	582,983	\$0.10920	\$63,662	\$0.09920	\$57,832	\$5,830
7	1,732,115	580,068	\$0.11170	\$64,794	\$0.10170	\$58,993	\$5,801
8	1,723,454	577,167	\$0.11420	\$65,913	\$0.10420	\$60,141	\$5,772
9	1,714,837	574,282	\$0.11680	\$67,076	\$0.10680	\$61,333	\$5,743
10	1,706,263	571,410	\$0.11940	\$68,226	\$0.10940	\$62,512	\$5,714
11	1,697,732	568,553	\$0.12210	\$69,420	\$0.11210	\$63,735	\$5,686
12	1,689,243	565,710	\$0.12490	\$70,657	\$0.11490	\$65,000	\$5,657
13	1,680,797	562,882	\$0.12770	\$71,880	\$0.11770	\$66,251	\$5,629
14	1,672,393	560,067	\$0.13060	\$73,145	\$0.12060	\$67,544	\$5,601
15	1,664,031	557,267	\$0.13360	\$74,451	\$0.12360	\$68,878	\$5,573
16	1,655,711	554,481	\$0.13660	\$75,742	\$0.12660	\$70,197	\$5,545
17	1,647,432	551,708	\$0.13970	\$77,074	\$0.12970	\$71,557	\$5,517
18	1,639,195	548,950	\$0.14290	\$78,445	\$0.13290	\$72,955	\$5,489
19	1,630,999	546,205	\$0.14620	\$79,855	\$0.13620	\$74,393	\$5,462
20	1,622,844	543,474	\$0.14950	\$81,249	\$0.13950	\$75,815	\$5,435
21	1,614,730	540,757	\$0.15290	\$82,682	\$0.14290	\$77,274	\$5,408
22	1,606,656	538,053	\$0.15630	\$84,098	\$0.14630	\$78,717	\$5,381
23	1,598,623	535,363	\$0.15990	\$85,604	\$0.14990	\$80,251	\$5,354
24	1,590,630	532,686	\$0.16350	\$87,094	\$0.15350	\$81,767	\$5,327
25	1,582,677	530,022	\$0.16720	\$88,620	\$0.15720	\$83,320	\$5,300
Estimated Total Savings							\$140,812

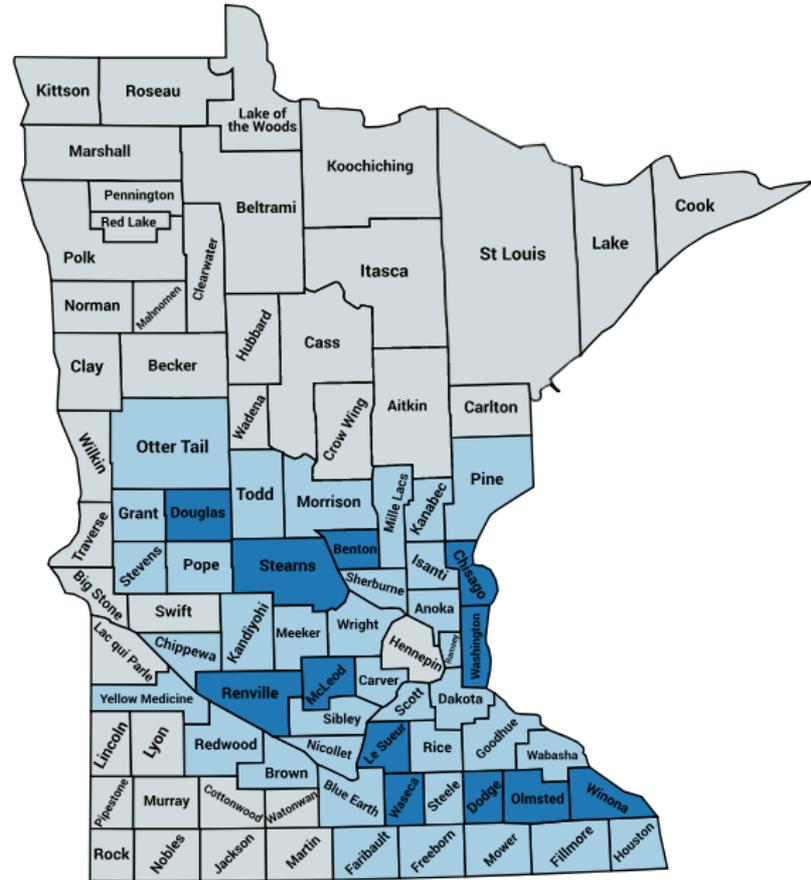
Environmental Equivalencies Calculator



Pounds of coal burned	Barrels of oil consumed	Passenger vehicles driven for 1 year
462,128	979	89.7

Source: www.epa.gov/energy/greenhouse-gas-equivalencies-calculator

County
Benton
Chisago
Dodge
Douglas
Douglas
Le Sueur
McLeod
Olmsted
Renville
Stearns
Waseca
Washington
Winona



- Subscription Eligible Counties
- NES Project Counties

Contacts



Lead Contact:

Rick Masloski, Business Development Exec.
612-817-6200
rick.masloski@novelenergy.biz

Additional Contact:

Cliff Kaehler, CEO
507-272-5401
cliff.kaehler@novelenergy.biz

City of Mayer Summary (4/12/19)

Novel Energy Solutions (NES) Value of Solar (VOS) Program

- ❑ In 2013, Minnesota legislation directed Minneapolis-based utility, Xcel Energy, to create a program for community solar gardens (“CSGs”). The program is regulated by the MN Public Utility Commission
 - The current program is referred to as the Value of Solar (VOS) Program
 - Under the program Xcel Energy remains the customer’s electricity provider
 - Bill credits are issued on your Xcel Invoice based on your subscription amount
 - **NO Cost to the Subscriber**
- ❑ The Xcel VOS Bill Credit rate for 2018 projects is 9.76/kWh cents and will escalate each year for 25 years at a fixed rate of 2.27%.
- ❑ Customer's Subscription rate will **always be a half cent or 1 cent** below the VOS Bill credit rate thus **guaranteeing** a half cent or 1 cent/kWh savings
- ❑ Offering Options
 - One cent/kWh discount: 8-year contract, 2-year replacement period, NES finds replacement, extends to 25 years
 - Half cent/kWh discount: 5-year contract, 2-year replacement period, NES finds replacement, extends to 25 years
- ❑ Locally owned Minnesota made company with offices in St. Paul, MN
- ❑ One of the largest CSG developers in the country with over 100 MW of CSGs developed
- ❑ Can be an important marketing tool, now and particularly in the future as more pressure is put on organizations for environmental leadership
- ❑ **Subscribing to 597,779 kWhs at 1 cent/kWh will produce an estimated annual savings of about \$5,700/year**



Winona, MN (350kWs)

**VOS Commercial
Solar Garden Subscription Agreement**

This Solar Garden Subscription Agreement is entered into on _____.

Customer, **City of Mayer** (the “**Customer**”), agrees to subscribe to a community solar garden (“**CSG**”) provided under the MN Value of Solar (“**VOS**”) solar subscription program in accordance with Novel Energy Solutions L.L.C. (the “**Provider**”) VOS Terms and Conditions set forth herein.

Customer wishes to subscribe to and Provider will reserve a maximum of 33 % (the “**Percentage Allocation**”) of the monthly electricity output from the CSG for an estimated total **Subscription Amount** of 469 kilowatts (“**KW**”), which is estimated to produce up to 597,779 kilowatt hours (“**kWhs**”) of electricity in the first year of operation.

Xcel will provide, and the Public Utility Commission (“**PUC**”) shall approve, a **Bill Credit Rate (“BCR”)** applicable to each CSG. The Initial Estimated BCR is nine hundred seventy-six ten-thousandths (\$0.0976) cents per kWh of solar production.

Customer agrees to pay the **Subscription Rate**, which is defined as the difference between the BCR and Discount Rate. The **Discount Rate** shall be equal to one cent (\$0.01) per kWh off of the applicable Bill Credit Rate. The Initial Estimated Subscription Rate is eight hundred seventy-six ten-thousandths (\$0.0876) cents per kWh.

Customer will be invoiced monthly for the production posted to utility account(s) since the previous invoice date. Customer agrees to pay monthly invoices via an ‘automatic funds transfer’. The first invoice will be issued two months after the garden’s Commercial Operation Date. The Subscription Payment will be calculated by multiplying the total CSG production by the Percentage Allocation and the Subscription Rate.

The parties acknowledge the attached VOS Commercial Terms and Conditions and agree to their incorporation into the terms of this Agreement.

The Parties agree to receive notice at the Customer and Provider points of contact noted below:

<u>Customer</u>	<u>Service Address</u>	<u>Provider</u>
City of Mayer Attn: Margaret McCallum 413 Bluejay Ave Mayer, MN 55360-0102 margaret.mccallum@cityofmayer.com 952-657-1502	See Exhibit A	Novel Energy Solutions 1633 South Robert Street, Suite A West St. Paul, MN 55118 info@NovelEnergy.biz 612-345-7188

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date noted herein.

City of Mayer

Novel Energy Solutions L.L.C.

Signature

Signature

Printed Name

Printed Name

Mayor

Title

Title

Signature

Printed Name

City Administrator

Title

1. **Services:** Subject to the terms hereof, Novel Energy Solutions L.L.C. (“NES”), agrees to provide the Customer with Xcel Value of Solar (“VOS”) solar subscription services (hereafter, “Services”) as specified in the VOS Commercial Subscription Agreement provided to the Customer to which these terms and conditions are attached (collectively, the “Agreement”).
2. **Term:** The term of this Agreement shall commence on the date upon which the applicable community solar garden is authorized by Xcel to generate and deliver electrical energy to the transmission system, the Commercial Operation Date (“COD”); and shall terminate on the date which is twenty-five (25) years thereafter.
3. **Effective Date:** The Effective Date of each Agreement shall be either the COD or the date of execution of the Agreement, whichever date occurs later.
4. **Termination:** Customer may terminate this Agreement upon the occurrence of any of the following:
 - 4.1. **Early Termination Option after 96 Months:** If anytime after eight (8) years the customer wishes to terminate the agreement they may do so without penalty by giving Provider twenty-four (24) months notice. Upon giving notice, Customer may leave at the earlier of (a) Provider finding a replacement subscriber or (b) twenty-four (24) months after giving notice. For clarity, this option is only available starting day one (1) of the ninth (9th) year following the Effective Date, and without a replacement subscriber the earliest Customer may leave without penalty is the end of the tenth (10th) year.
 - 4.2. **Ceasing to be an Eligible Xcel Customer:** If at any time the Customer moves or relocates outside the utility service area that is eligible to subscribe to the CSG and is no longer eligible to subscribe to the CSG, the customer may leave with a termination fee of two thousand and five hundred dollars (\$2,500).
 - 4.3. **No Fee Termination:** Customer may terminate this Agreement without a fee only under the following circumstances:
 - 4.3.1. In the event the COD is not achieved within twenty four (24) months after the date of execution of this Agreement, either Party may terminate this Agreement, without liability, by providing the other Party with a written notice of termination.
 - 4.3.2. In the event Provider breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of forty five (45) days after written notice thereof.
5. **Subscription Amount:** The Subscription Amount is defined as the kilowatts (kW) the Customer subscribes to in each community solar garden (CSG). This is calculated by multiplying the Percentage Allocation by the total CSG production capacity as determined by the Xcel and independent testing.
6. **Percentage Allocation:** This term is defined as the maximum amount of the CSG solar electric production Provider will reserve for customer’s Subscription Amount.
7. **Discount Rate:** The Discount Rate off of the Bill Credit Rate is \$0.01 / kWh (one cent per kilowatt hour).
8. **Bill Credit Rate:** The Bill Credit Rate (BCR) will change annually throughout the Term of this Agreement. A new BCR shall be proposed by Xcel to the PUC on or about the first quarter of each calendar year. Once a BCR is set for a CSG, that BCR will not change aside from the predetermined annual increase. Any changes to the BCR do not impact the Discount Rate.
 - 8.1. The BCR is credited to the Customer’s utility bill based upon the production of the CSG(s) to which the Customer is subscribed. The Bill Credit amount shall be calculated by Xcel by multiplying the BCR by the kilowatt hours (kWhs) produced by the CSG each billing period and by the CSG Percentage Allocation of corresponding Customer.
9. **Bill Credit Exceptions:** If the amount of Bill Credits exceeds the amount owed on Customer’s Xcel electric utility bill in any billing period, the excess shall be governed by the Customer’s utility contract with Xcel, or applicable law.
10. **Subscription Rate:** The Subscription Rate shall be determined by subtracting the applicable Discount Rate from the applicable BCR at that time.
11. **Subscription Payment:** Beginning with the second calendar month following the Commercial Operation Date, NES shall invoice Customer for the Monthly Subscription Payment for the bill credits posted to Customer’s account since the prior invoice date. Customer shall make all payments through an “automatic transfer of funds” prior to the invoice due date.
12. **Monthly Subscription Payment:** The Monthly Subscription payment is calculated by multiplying the total CSG production accrued since the prior invoice date by the Percentage Allocation and Subscription Rate.
13. **Outstanding Balances/Interest:** Any amounts not paid prior to the invoice due date will accrue interest at a rate of eight percent (8%) per annum (and if less than eight percent (8%) per annum, the maximum rate permitted by law) from the invoice due date until NES receives payment.
14. **Outages:** NES shall not invoice Customer during CSG outages lasting longer than twenty (20) consecutive days. NES shall provide written notice to Customer when it becomes aware that the corresponding CSG is out of service for longer than two (2) consecutive days, which notice shall include an estimate of how long the outage will last and the estimated loss of

electricity production. Any outage will be reflected in the Annual Reconciliation.

- 15. Annual Reconciliation:** Customer's Subscription Payments are subject to an annual reconciliation at least twelve (12) full months following the Effective Date which is submitted by NES to Customer no later than ninety (90) days after the end of each calendar year (each, an "Annual Reconciliation"). The annual Subscription Payment due for the prior calendar year (or portion thereof) shall equal the product of: (i) the Percentage Allocation, (ii) the actual number of kWhs the corresponding CSG generated throughout such calendar year (or portion thereof), and (iii) the Subscription Rate. The payment will occur within 30 days of the date Xcel issues payment for the surplus credits remaining in Customer's account. For clarity, if the CSG produces more than estimated Customer will owe Provider a payment, and if the CSG produces less than estimated the Provider will owe Customer a payment.
- 16. Subscriber Eligibility Requirements:** As a condition precedent to entering into this Agreement, Customer must meet all applicable Subscriber Eligibility Criteria as provided in MN § 216B.1641 and VOS program regulations. Should Customer no longer qualify under the Subscriber Eligibility Criteria, this Agreement may be subject to termination by NES, Xcel, or a governmental authority having jurisdiction over the Xcel Solar*Rewards Community Program.
- 17. Annual Reports:** In the first March which is at least twelve (12) full months following the Effective Date, and each March thereafter until the expiration or earlier termination of this Agreement, NES shall provide Customer an annual report describing the annual energy production of the Project for the prior calendar year.
- 18. Environmental Attributes, Tax Credits, etc.** Customer's purchase of the Subscription Amount will not include benefits or derivatives of Renewable Energy Credits ("RECs") or green tags, carbon offset credits, rebates, unsubscribed electrical energy, tax credits, tax or environmental attributes associated with owning or operating the Project, or any other attributes of owning the Project (collectively "Environmental Attributes"). Customer acknowledges and agrees that all RECs and Environmental Attributes shall be retained by NES and that NES will be required to transfer ownership of all RECs to Xcel pursuant to the CSG Contract. All unsubscribed electrical energy generated by the Project shall be treated as unallocated and Xcel will purchase all unallocated energy from NES at the applicable Tariff rate. In addition, Customer agrees to reasonably cooperate with NES so that NES may claim any Environmental Attributes from the Project.
- 19. Transfer and/or Assignments:** No Party may assign or transfer this Agreement except as follows:
- 19.1. Customer Assignment or Transfer:** Customer may only assign or transfer this Agreement with NES's prior written approval, which approval is in NES's sole and absolute discretion, and upon Customer's payment to NES

of a two hundred fifty dollar (\$250.00) "Assignment or Transfer Fee," and Customer's payment to NES of all amounts due and owing to NES after reconciliation of the Monthly Subscription Payments for the period prior to the effective date of the assignment or transfer. Upon the execution of Customer's transfer request, neither NES nor Xcel shall have any liability to Customer or be required to refund Customer any money under this Agreement. In the event the Customer transfers a portion of its subscription, the transfer fee shall be prorated. Customer shall not profit from, or receive any payment as a result of, any assignment or transfer of this Agreement.

19.2. Customer New Service Address within Xcel: The Parties agree this Agreement shall remain in full force and effect and automatically transfer without any fee to Customer's new Service Address in the event Customer's Service Address changes, provided Customer remains an Xcel customer eligible to participate in the corresponding CSG under Minn. Stat. § 216B.1641 and Customer continues to satisfy the Subscriber Eligibility Criteria.

19.3. NES' Assignment, Transfer, or Reallocation: NES may assign or transfer this Agreement to any affiliate, financial institution, or entity without providing Customer prior notice and without obtaining Customer's prior consent, and upon any such assignment or transfer, NES shall be released from all future obligations under this Agreement. NES may transfer or allocate this Agreement and/or Subscription Amount to multiple CSG's and upon such transfer or reallocation will provide Customer updated disclosure information pursuant to Subscriber Agreement.

20. Default & Remedies:

20.1. Events of Default:

20.1.1. Events of Default. The following shall constitute an "Event of Default":

- 20.1.1.1.** A Party fails to make any payment due under this Agreement and such failure continues for a period of forty-five (45) days;
- 20.1.1.2.** A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of forty-five (45) days after written notice thereof by the other Party;
- 20.1.1.3.** A Party has provided false or misleading financial or other information to enter into this Agreement;
- 20.1.1.4.** Customer assigns, transfers, encumbers, or sells this Agreement or any part of its Subscription Amount or Bill Credits in violation of Transfers and/or Assigns section; or
- 20.1.1.5.** Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for

dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

20.2. Remedies: Upon the occurrence of an Event of Default, NES may take any rights and/or remedies available to it at law or in equity. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. NES may terminate the agreement and replace the defaulting Customer, which will not waive payments owed or default fees.

20.3. Attorney's Fees: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

21. Limitation of Liability, Arbitration, Indemnification

21.1. Limitation of Liability: Except as provided in the Early Termination and Transfer and/or Assigns sections with respect to Customer's liability upon termination or transfer of the Agreement, no Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party hereby waives its rights to any such damages. To the maximum extent permitted by law, NES' liability arising under or in connection with this agreement cannot exceed the annual reconciliation amount.

21.2. NO WARRANTY: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NES MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT OR ITS OBLIGATIONS HEREUNDER. NES DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NES DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY PRODUCED BY CSG OR CUSTOMER'S PERCENTAGE ALLOCATION.

21.3. Arbitration: Any dispute, disagreement, or claim between Customer and NES arising out of or in connection with this Agreement shall be submitted to final and binding arbitration, in accordance with the Consumer Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate is governed by the Federal Arbitration Act. This arbitration clause replaces the right to participate in a class action or similar proceeding.

21.4. Indemnification: To the maximum extent permitted by law, each Party agrees to indemnify, protect, defend, and hold harmless the other Party and its

successors and assigns, and their employees, officers, directors, and agents, from any and all damages, losses, claims, costs, or expenses (including reasonable attorneys' fees) or any liability resulting from any action or suit by any third party, of any kind resulting from the failure of such Party to comply with any of the terms or conditions of this Agreement applicable to such Party.

22. Miscellaneous:

22.1. Force Majeure: Except as specifically provided in this Agreement, if by reason of Force Majeure, NES is unable to carry out, either in whole or in part, any of its obligations described in this Agreement, NES shall not be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, NES gives Customer notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" as used in this Agreement means any event or circumstances beyond the reasonable control of NES not resulting from NES's negligence.

22.2. Waiver: Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to

22.2.1. be a waiver of such provisions or a Party's right to enforce that provision; or

22.2.2. affect the validity of this Agreement.

22.3. Severability: If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

22.4. Notices:

22.4.1. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed delivered:

22.4.1.1. upon receipt, when delivered personally;

22.4.1.2. upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or

22.4.1.3. on the second day after mailing if mailed to the parties to whom notice is to be given, by first class mail, postage prepaid, and properly addressed to the Provider address noted within the Subscriber Agreement page.

22.4.2. Any Party may change the address for purposes of this Section by giving the other written notice of the new address in the manner set forth above.

22.5. Entire Agreement: This Agreement and all documents referenced herein contain the entire agreement between Parties with respect to the subject matter hereof and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.

22.6. Amendments: This Agreement may not be amended except under the following circumstances:

22.6.1. Prior to COD, NES may amend this Agreement without the prior written consent of Customer, provided, that any such amendment shall not alter the subscriber discount rate, contract length, termination provisions, billing mechanics, customer transfer options, eliminate arbitration as a dispute mechanism, or any key default provision.

22.7. Binding Effect: This Agreement is binding upon the Parties and their successors and permitted assigns.

22.8. Survival: The provisions of Limitation of Liability, Arbitration, Indemnification section of this Agreement shall survive the expiration or earlier termination of this Agreement.

22.9. Governing Law: The Agreement is made in the state of Minnesota and will be governed by Minnesota law, without regard to principles of conflicts of law, together with any applicable federal law.

22.10. Data Privacy: NES acknowledges that it and its employees, owners, officers, directors, agents or representatives, in the course performance under this Agreement, may receive, acquire, have access to, or be exposed to "Government Data," as that term is used in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"). NES hereby agrees that it must meet the requirements of the MGDPA as a contracting party under Minn. Stat. § 13.05, subdivision 6. NES agrees that it will collect, distribute, publish, maintain, and store any Government Data only in accordance with the provisions of the MGDPA. NES' obligation under this paragraph survives the termination of this Agreement.

22.11. Counterparts: This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.

22.12. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Exhibit A

City of Mayer Service Address List

Account	Premise	Address	City	State	Zip
51-4184407-3	302210683	15300 County Road 30	Mayer	MN	55360
51-4184407-3	302383483	400 Ash Ave N	Mayer	MN	55360
51-4184407-3	303044321	413 Bluejay Ave	Mayer	MN	55360
51-4184407-3	303630327	2073 Old Schoolhouse Rd	Mayer	MN	5536
51-4184407-3	303676447	669 Shimmcor St	Mayer	MN	55360
51-4184407-3	303757106	323 Shimmcor St	Mayer	MN	55360
51-4184407-3	304034263	250 Bluejay Ave	Mayer	MN	55360
51-4184407-3	304058791	5301 Red Barn Rd	Mayer	MN	55360
51-4184407-3	304083696	413 Bluejay Ave	Mayer	MN	55360
51-4184407-3	304111437	202 Ash Ave N	Mayer	MN	55360

More cities across Minnesota are turning to renewable sources of energy

Solar, wind and hydro fill increasing roles in municipal power grids

By **Matt McKinney** Star Tribune staff

JUNE 23, 2018 — 7:39PM



Aaron Lavinsky, Star TribuneA 220-kilowatt solar array powers the St. Cloud Wastewater Treatment Plant, along with a biodigester that turns sewage into energy.

Text size

ST. CLOUD – The sewage plant in this city does something even a non-engineer might find remarkable: It makes so much of its own energy that on some days, when the sun shines bright, the plant’s managers don’t need to buy electricity.

Instead, they sell it.

That’s despite the fact that such plants are notorious energy hogs, burning up the equivalent of a small neighborhood’s monthly electrical use every single day to move and clean city water.

In St. Cloud, though, a pair of powerful solar arrays and a state-of-the-art biodigester that turns sewage into electricity, heat and fertilizer sometimes generate more power than the plant can use.

That happened for the first time on April 12 of last year. Since then, it's happened on 30 additional days, most recently on June 5.

Those "net zero" days in St. Cloud are among a wave of positive anecdotes from municipalities across the state about early efforts to adopt renewable energy. Driven by favorable economics and, to a lesser extent, constituent proddings, many cities have turned to solar and other renewables so quickly that even the people pushing for the change say they're surprised.

"It comes down to how can you say 'no' to saving money and doing something for the environment," said Abby Finis, senior energy planner with the [Great Plains Institute](#) of Minneapolis.

That momentum was driven by the state's 2007 renewable energy standard and solar energy laws passed in 2013 that require public utilities to generate 1.5 percent of electricity from solar by 2021, said Matt Privratsky of Fresh Energy, a Minnesota nonprofit that advocates for renewables.

Solar has grown [so quickly in Minnesota](#), in fact, that between 2016 and 2017 the amount of solar power produced didn't just double or triple, but grew by a factor of 72, according to the Minnesota Department of Commerce. That was enough to raise solar power from .03 percent of all electricity generated in the state in 2016 to 1.2 percent a year later.

The surge has prompted several Minnesota city governments, [including Minneapolis](#), to set bold goals to go 100 percent renewable by a set date.

Of the municipalities racing to get there, St. Cloud may be the leader. Its subscriptions to solar gardens and use of geothermal and conservation measures have it claiming an 83 percent renewable rate for the city government. (This does not include private homes or businesses.)

"Our goal was to be aggressive because we knew what the potential was, particularly in the area of solar," said St. Cloud Mayor Dave Kleis.

As recently as 2014, the city government used just 5 percent renewables for its electrical demand, but that was also the year that the St. Cloud utilities department laid plans to dramatically improve the sewage plant's efficiency. Those plans soon spread across other city departments, and with Xcel Energy's help, St. Cloud began a comprehensive review of energy use.

The city has since subscribed to 32 solar gardens — at least 20 commissioned last year alone — for a total of 23 million kilowatt-hours of solar energy, or enough to meet about three-quarters of demand.

Solar panels were also installed on the roof of the police headquarters, a fire station, a senior center and three other city buildings. A conversion to LED helped cut in half electrical use for streetlights between 2015 and 2017. Efficiencies at the sewage plant lowered its power demands as the new biodigester and solar panels came online. The public transportation system, meanwhile, converted nearly two-thirds of its bus fleet to compressed natural gas. That lowers carbon emissions and has saved St. Cloud Metro Bus about \$450,000 in fuel costs over the past three years.

The savings from the solar garden subscriptions alone amount to \$28 million over 25 years, according to a city analysis. The sewage plant spends about \$400,000 a year less for electricity, money that for 14 years will go to pay a bond issued for the solar panels and biodigester. After that, the city can keep the savings.

And none of these calculations include the city's long-running hydroelectric plant, which generates nearly twice as much electricity as the city needs every day. All of that power goes to Xcel Energy for use on the grid, so the city hasn't considered it in their renewables calculations.

Renewables elsewhere

Few cities in Minnesota can match St. Cloud, but Minneapolis might come closest, where measures already underway will push the city government's use of renewables to about 65 percent by the end of this year.

St. Paul stands at about 25 percent renewable and has subscribed to solar gardens that, once built and put online, will raise the city's number closer to 50 percent. Among other large cities: Mankato will hit 52 percent by next year, Rochester is at about 17 percent and Duluth about 14.

"It's not just the right thing to do, it actually makes a lot of sense financially to do it," said Alison Zelms, Mankato's deputy city manager. Her city will save \$273,000 a year starting in 2019 thanks to subscriptions to solar gardens, a pair of city-owned solar arrays and a suite of conservation measures that include installing LED lights.

Smaller cities have switched to renewables, too. In Red Wing, the city government approved solar garden subscriptions in 2016 that would cover 100 percent of municipal demand. So far, about 40 percent of the gardens have been built, enough for the city to save about \$33,000 on its power bill last year. Once all the gardens are online, the city expects to save \$6.6 million over 25 years.

Meanwhile, a five-megawatt solar garden that went online in February 2017 helps power the Red Wing School District, which expects to save \$7.7 million over 25 years.

In Inver Grove Heights, City Administrator Joe Lynch said his city both subscribed to solar gardens and installed rooftop solar on city buildings, eventually finding that the latter didn't deliver the predicted savings while the solar gardens did. He said conversations are now underway about how to raise their renewable electricity rate of about 48 percent, perhaps by saying 'yes' to one of the solar vendors who call him pitching more solar gardens.

"We're being petitioned regularly," said Lynch.

In Woodbury, the city's subscriptions to solar gardens are expected to deliver about \$67,000 a year in savings, or about \$1.69 million over the life of a 25-year contract. The city recently signed up for more solar gardens and expects to have about 70 percent of its electrical demand matched by its subscriptions.

"Everybody has been really happy with the way that this is going," said Jen McLoughlin, the city's sustainability specialist. "We are seeing the savings."

The city installed its own solar panels on the public safety building, but analysis continues on whether that's a better move than joining more solar gardens, said McLoughlin.

Activism vs. economics

For cities making the plunge into renewables, the economics have often been at the center of the argument. Plummeting costs for wind and solar energy make it about the cheapest way to keep the lights on at City Hall. Some of the solar farms and wind stations also generate lease payments and property taxes that, in places like Jackson County, in the wind-rich region of southwest Minnesota, contribute a substantial amount to local government's bottom line.

But on top of the talk of dollars and cents are creative campaigns by environmentalists who want to push their cities to move faster.

One of the most successful projects has been led by kids like Olya Wright, 12. Last year, Wright, along with other members of a nature group she started, delivered bad news to her City Council in Grand Marais. Using a questionnaire and directions she took from the youth environmental group iMatter, based in St. Louis Park, Wright told the City Council that she had assessed its environmental efforts and determined that they were nearly failing.

"They got a grade," Wright said recently from her home in Grand Marais. "It was a D-plus."

The council passed a climate resolution that night, vowing to shrink the city's carbon footprint.

mckinney@startribune.com 612-217-1747



Memorandum

Item: Carver County Community Development Agency – Land Trust

Meeting Date: April 22, 2019

Presented By: Margaret McCallum, City Administrator

Details:

The Carver County Community Development Agency (CDA), as administrators of the Carver County Community Land Trust (CCCLT) Program is considering expanding the program throughout Carver County.

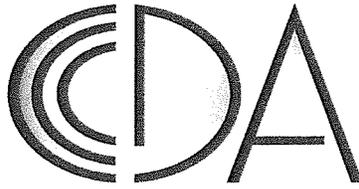
Currently, the program has 28 homes within the land trust and is in the process of at 4-5 more homes in the City of Waconia. The majority of the homes are located in Chaska; some in Waconia and one in Victoria.

The CDA is looking to expand Countywide including in the City of Mayer.

Representatives from the Carver County CDA will be at the meeting to present the information attachments that provide details about the program and its possible expansion into the City of Mayer.

Attachments:

Carver County Community Land Trust Expansion Proposal.



Carver County Community Development Agency

Carver County Community Land Trust Expansion Proposal

The Carver County Community Development Agency (CDA), as administrators of the Carver County Community Land Trust (CCCLT) Program is considering expanding the program throughout Carver County. Carver County Community Land Trust currently has 28 homes within the land trust and is in the process of adding an additional 4 to 5 homes in the City of Waconia. While the majority of the homes are located in Chaska, homes are also in Waconia and one home is in Victoria.

The CDA is considering submitting an RFP application to Minnesota Housing Finance Agency Community Homeownership Impact Funds (MHFA) in the Spring of 2019 to expand the model countywide. This model would be buyer driven and allow land trust buyers a choice in choosing the community they wish to reside in. We are looking for support from area large employers, philanthropic, community leaders and elected officials. Past applications have been supported by Carver County CDA, the City of Waconia, Ridgeview Medical Center, Kleinbank, CCR Homes and David Falk.

The CDA understand the importance of submitting a strong RFP. Our experience has shown us that consolidated applications and local government support add great value and additional scoring for the RFP, our past two applications were funded because of the varied community sources for leverage.

There are many benefits to a City that participates in a Community Land Trust Program. First and foremost, it is all about equity for the people you serve — hard-working wage earners in your community. People who have good, bankable credit. People whose children attend schools with your children. People who provide important work in the community. People who volunteer and worship with you. People who just happen to earn a little too little to afford to buy a home but would benefit themselves and their communities by achieving the stabilizing dream of homeownership. Additionally, Cities that participate in CLT's increase their Housing Performance Scores which increases the opportunity to additional funding for the City. Points are awarded for having the program, each unit in the Community and every single resale for generations to come. The tools used to support the CLT program can also have an impact on HPS. CLT's are a win-win for communities and hard-working families.

Homeownership is often considered the “American Dream.” Owning a home provides an opportunity for families to create and build wealth. Beyond being a sound investment, homeownership means that people have a personal stake in where they live. As homeowners, we tend to take pride — in our property, neighborhood and community — and are motivated to participate in decisions that impact hearth and home. Working together, we can increase access to affordable homeownership in Carver County and your city, making a better home and community for us all.

What is a CLT:

A Community Land Trust (CLT) is an organization created to acquire and hold land for the benefit of a community while providing access to *permanently affordable housing*. This 40-year old model is at work in over 225 communities throughout the nation.

Minnesota CLT organizations have created more than 1,250 affordable home that will remain affordable when they are sold. That is the uniqueness of the community land trust: when a homebuyer wants to sell a home purchased through a CLT the sell to another qualified person or family.

This “people focused approach” is one that we believe makes the critical difference. CLT homeownership is not only good for the homebuyers but for the whole community and here are five reasons why:

- We require **30 year fixed-rate mortgages**. Our commitment to long-term success means greater stability.
- CLT homeowners have **one thirtieth the risk of foreclosure** compared to traditional homeowners.
- Our **owner-occupancy requirement** leads to greater community investment.
- Land trusts **recycle the funds that build affordability**; a real plus in times of scare resources.
- We support **homeowners with pre and post-purchase education** and, in some cases, reserve accounts to support them in saving for household improvements and repairs.

History of the Carver County Community Land Trust:

The Carver County CLT first started as the Chaska Community Land Trust. In 2002, a group of concerned community leaders realized that home prices in Chaska were reaching all time highs and becoming unaffordable for many people: teachers, nursing assistants, police officers were unable to afford the average home in Chaska. This group realized the value in the land trust model and formed the Chaska CLT. The CLT focused on building and acquiring homes in Chaska, severing the land from the title and holding it for 99 years. This model made these homes affordable to families and individuals that made between 30% - 80% median area income. The mission of the Chaska (CCLT) was “to preserve the quality and affordability of housing for present and future residents of the City of Chaska”.

The Chaska CLT had many partners and supporters: The City of Chaska, Large area Employers, builders, real estate agents and the Carver County CDA. The CDA role in land trust was to educate homebuyers on the home buying process, responsibilities of homeownership and the community land trust model. This unique public-private partnership provided the capacity to grow rather quickly. The Chaska CLT approached the CDA and asked that we help facilitate to take the model Countywide.

Quick growth can be both good and bad. The growth of the CLT came at a time when real estate values were skyrocketing. In Chaska, values were going up 8% a year, then came the real estate crash. Along with the mortgage mess, funding was also becoming difficult to attain. The Chaska

CLT reached out to Carver County CDA asked that the CDA assume the responsibilities of the CLT and become the long-time stewards of the program and land.

Through its mission statement, The Carver County CDA provides affordable housing opportunities and fosters community and economic development in Carver County, provided the ground work for the transition to begin. Having the capacity and a similar vision, the CDA felt a responsibility to assist the City of Chaska and the homeowners of CLT homes to ensure the program would succeed. With the CDA assuming the CLT as a program we administer, we were able to effectively cut costs while continuing to grow the program, adding additional homes to the program. We were able to sustain the program through the difficult foreclosure years while keeping our homeowners in their homes. We will have 32 homes in the CLT model at year end. Most importantly, the initial investment in these original 19 homes has been protected and leveraged over time. We have assisted with both traditional and short sales and prevented foreclosures for CLT homeowners. Since 2003, the CLT program in Carver County has assisted 55 families achieve the dream of owning a home in our Communities.



Request for Council Action Memorandum

Item: Part Time Seasonal Public Works Employee

Meeting Date: April 22, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

A approve the hiring of a seasonal public works employee.

Details:

In past the City has hired a part time seasonal employee to assist public works for the summer season.

The position is assigned to parks for mowing, weed whipping, picking up garbage and watering of flower pots.

The City Council did budget for 2019 a part time seasonal person for 30 hours per week for 13 weeks at \$12.00 per hour.

The City put an advertisement on social media, League of Minnesota Cities, and the City website and received 5 applications. Staff reviewed the applications and asked two applicants for an interview.

Overall, staff feels that William Devine is the best fit for the position. Staff is recommending William Devine for the part-time seasonal position at \$12.00 per hour for 13 weeks for 30 hours per week.

Attachments:

Job Announcement.

Resolution 4-22-19-17.



**MAYER CITY COUNCIL
RESOLUTION 4-22-19-17**

**APPOINTING WILLIAM DEVINE AS PART TIME SEASONAL EMPLOYEE
WITH THE MAYER PUBLIC WORKS DEPARTMENT**

WHEREAS, the City Council wants to proceed with the appointment for the position of part-time seasonal employees with the Public Works Department; and

WHEREAS, William Devine submitted an application for the position and was interviewed;

WHEREAS, staff recommends the appointment of William Devine as seasonal part time employee with the Public Works Department.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAYER, CARVER COUNTY, MINNESOTA, THAT: The following person is appointed to the Public Works Department, effective Wednesday, May 1, 2019 and shall end no later than August 31, 2019 subject to the rules of the City's Personnel Policy.

Compensation will be at \$12.00 per hour, without benefits, for up to a total of 390 hours.

Adopted by the City Council of the City of Mayer, Carver County, Minnesota, and this 22nd day of March, 2019.

Mike Dodge, Mayor

ATTEST:

Margaret McCallum, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 22 nd , 2019						
Item Name:	Sewer Jetting And Televising						
Originating Department:	Public Works						
Presented by:	Kyle Kuntz						
Previous Council Action (if any):							
Item Type (X only one):	<table border="1"> <tr> <td>Consent</td> <td></td> <td>Regular Session</td> <td><input checked="" type="checkbox"/></td> <td>Discussion Session</td> <td></td> </tr> </table>	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session			

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

A motion approving the scheduling of the yearly sewer jetting and televising.

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

Staff is proposing to have about 15,000 linear feet of sanitary sewer line be jetted and televised by Overline and Son in the amount of \$17,293.28. The areas scheduled for the maintenance this year includes: Ash Ave N and S, Canary Ave, 2nd St NW, Co RD 30, 4th St NE, West Ridge Road, Ridge Road, and Hidden Creek Phases 1 and 2. This is routine maintenance that the city is required to do on a yearly basis.

Attached are the bids city staff collected from two different contractors.

FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Repairs and Maintenance \$25,000		Other _____	
Budget Information:			
_____ Budgeted	_____ Non Budgeted		
_____ Amendment Required			
Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	

Overline & Son, Inc

19370 County Road 40
 Belle Plaine, MN 56011

Phon... 952-873-4330
 Fax # 952-873-4330
 overlineandson@yahoo.com

Estimate

Date	Estimate #
4/16/2019	111

Name / Address
City of Mayer 413 Bluejay Avenue Mayer, MN 55360

Description	Qty	Rate	Total
Estimate for Vactor and Televising Services			
Vactor services to jet clean and vacuum approximately 14,908/lf of 8" sanitary sewer lines	14,908	0.59	8,795.72
Televising and reporting of approximately 14,908/lf of 8" sanitary sewer lines	14,908	0.57	8,497.56
Includes mobilization and dump			
<ul style="list-style-type: none"> •CITY to provide legal and physical access for equipment to manholes in the sewers to be cleaned and to exposure to buried manholes. •CITY to provide access to water at nearby hydrants at no additional charge to Overline & Son, Inc. •CITY to provide 4 copies of maps with manhole numbering system and distance between manholes. •Overline & Son, Inc. will provide root cutting and additional work performed at hourly billed rate. •Overline & Son, Inc. to dispose of vacuumed material at CITY designated dumpsite. •Overline & Son, Inc. to provide TV Inspection, 1 printed copy of report, significant findings of troubled segments, and one DVD (data & video). 			
Thank you for considering our firm for this project.		Total	\$17,293.28



855-845-5326

Des Moines, IA Mankato, MN Rogers, MN Sioux Falls, SD Watertown, SD
 Bovey, MN Kansas City, KS Wausau, WI

PROPOSAL

Bill To: City of Mayer
 413 Blue Jay Ave
 Mayer, MN 55360

Ship To: City of Mayer
 Various Streets
 Mayer, MN 55360

Date	Expires
4/15/2019	6/14/2019
Hydro-Klean Quote Number	Delivery / Availability
QTE043488	As Schedule Permits
Prepared By	
Jake Nanti	
Freight On Board	
Terms	
Net 30	

Quantity	Units	Description	Price	Amount
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Per unit and time and materials cost (if applicable) to conduct the Pipeline Inspection and Proactive Evaluation program as described to the customer. Pricing is conditional to the acceptance and execution of the Pipeline Inspection and Proactive Evaluation Service Agreement. Mayer, MN. Clean & TV 14,908LF of 8" sanitary pipe w/ mainline TV truck and combination jet vac. Customer to provide an adequate water source such as a fire-hydrant at no additional cost to HK. All debris and waste collected to be disposed on site at customer designated location. If required, reverse set-ups for televising will be \$75/ea. Truck access to exposed manholes, is required. Standard traffic control (i.e. cones) is included. Non-standard traffic control, bypassing or easement work will be additional. Cleaning to consist of 3 passes or less. Any cleaning requested beyond 3 passes will be charged at HK's standard hourly rate of \$310/hour standard time or \$360/ hour overtime. Scheduling will be at the discretion of the contractor. Prices below are based on a one year agreement for a minimum of 14,900 LF per year under the P.I.P.E. program.

Deliverables include:

- Standard PACP export or GraniteNet export with database, videos and photos.
- Printed, bound reports of Main Inspection and Pipe Run and Defects by Inspection.
- No charge recommendations for rehabilitation throughout the project area. Basic manual inspection of manholes w/ hand written reports \$50/manhole or upgrade to 3D Spider manhole inspections @ \$125/per manhole upon request.
- Review of all pipeline video including evaluation and recommendations for rehabilitation.
- Discounts for all manhole and pipeline rehabilitation performed throughout the P.I.P.E. service agreement.
- Discounts on product purchases throughout the P.I.P.E. service agreement

37.00 Miles	Mobilization of Cleaning Crew (\$10/mile - one way)	\$10.00	\$370.00
37.00 Miles	Mobilization of Televising Crew (\$10/mile - one way)	\$10.00	\$370.00
14908.00 Foot	Cleaning of 8" Sanitary Pipe (3 or less passes)	\$0.82	\$12,224.56
0.00 Foot	Easement Cleaning of 8" Sanitary Pipe (3 or less passes)	\$2.46	\$0.00



855-845-5326

Des Moines, IA	Mankato, MN	Rogers, MN	Sioux Falls, SD	Watertown, SD
	Bovey, MN	Kansas City, KS	Wausau, WI	
14908.00 Foot	Televising of 8" Sanitary Pipe		\$0.59	\$8,795.72
0.00 Foot	Easement Televising of 8" Sanitary Pipe		\$1.77	\$0.00
0.00 Each	Basic Manhole Inspections (If Requested)		\$50.00	\$0.00
0.00 Each	3D manhole Inspections w/ Spider Camera System (If Requested)		\$125.00	\$0.00

*NOTE: Proposal does not include any applicable taxes

Prepared By: <u>Jake Nanti</u>	Title: <u>Estimator</u>	<table border="1"> <tr> <td>*Total</td> </tr> <tr> <td>\$21,760.28</td> </tr> </table>	*Total	\$21,760.28
*Total				
\$21,760.28				
Approved By: <u>Wade Anderson</u>	Title: <u>President</u>			
Accepted By: _____	Date: _____			
Title: _____	PO#: _____			

CITY OF MAYER
REGULAR MEETING – PARKS AND RECREATION COMMISSION – VISIONING SESSION
APRIL 9, 2019 @ 6:30 P.M.
CITY HALL COUNCIL CHAMBERS

1. Call to Order

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

Those present were Park Commissioners, Mike Wegner, Troy Congdon, Alisa Johnson, and Nikki McNeilly. Also present was City Administrator, Margaret McCallum.

Absent: Dan Pohl.

Also present: Public Works Kyle Kuntz and Jason Hilgers.

2. Visioning Session

The Park Commission discussed the five parks within the City by looking at an enlarged map of each park.

The following additions were proposed for each park:

Bluejay –

- A parking area on 3rd Street NW.
- New basketball hoops (2019)

West Ridge Park –

- Parking Lot
- Trail connections
- Fenced in Dog Park
- Lighting along trail
- Light in Gazebo
- Benches
- Grills (2019)

Discovery Park

- Update playground equipment
- Gazebo
- Basketball Court
- Benches

Meadow Park

- Parking Lot
- Update skate park equipment
- 4 square space
- Gazebo
- Benches
- Frisbee Golf Baskets

Old School House Park

- Remove Public Works Building
- Splash Pad
- Additional Parking
- Shelter with bathrooms
- Benches
- Lighting

The Park Commission and staff discussed the next steps, including getting cost estimates and then having a meeting to prioritize projects in the next coming years.

3. Adjournment

Johnson moved to adjourn the meeting at 7:35 p.m, Congdon seconded. Motion passed 4-0.