



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 10, 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. May 28, 2019 City Council Meeting Minutes
 2. May 28, 2019 City Council Workshop Meeting Minutes
 - B. Claims
 - C. Letter of Credit Reduction – Hidden Creek
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 - A. Administrative
 1. Carver County Library Presentation
 2. Solar Programs – Novel and RenaSola
 - B. Public Works
 1. Light Installation – City Hall Parking Lot
- 7. City Council Reports**
- 8. Other Business**
- 9. Upcoming Meetings & Events**

June 11, 2019 Park and Recreation Meeting
June 24, 2019 City Council Meeting – (2040 Comprehensive Plan Public Hearing)
- 10. For Your Information**

June 4, 2019 Planning and Zoning Meeting Minutes
- 11. Adjournment**

MAYER CITY COUNCIL MEETING MINUTES – MAY 28, 2019

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

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

ABSENT: Council Members Boder and McNeilly

STAFF: City Administrator McCallum, and City Attorney Sullivan.

ALSO PRESENT: Don Wachholz, Todd Hagen (Ehlers)

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member Stieve-McPadden to approve the agenda as presented. Motion Carried 3/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member Stieve-McPadden to approve the Consent Agenda. Motion Carried 3/0.

1. Approve the Minutes of the May 13, 2019 Regular Council Meeting.
2. Approve Claims for the Month of May 2019. Check numbers 22268, 22272, 22274 -22313, E-Check numbers 5268E to 5285E.
3. Reports from City Administrator, City Engineer, Sheriff Department, Public Works and Fire Department.
4. Cleaning Contract – Squeaky Clean LLC
5. Lions Club – Gambling – Resolution 5-28-19-20

ADMINISTRATION

1. Post Issuance Policies and Procedures (Ehlers) Amendment – Resolution 5-28-19-21

McCallum introduced this item stating that Ehlers, the City’s financial municipal advisor, is recommending an update to the City’s Post Issuance Policies and Procedures that were previously passed in 2014. McCallum introduced Todd Hagen from Ehlers to review the changes.

Hagen said that from time to time, federal regulations change with regards to reporting obligations. He said that the IRS encourages issuers and beneficiaries to adopt and implement a post issuance debt compliance policy and procedures to safeguard against post-issuance violations.

Hagen explained that bonds issued by the state and local government are generally subject to ongoing monitoring and reporting with respect to disclosure requirements pursuant to their continuing disclosure agreements (CDAs), as well as compliance with federal tax requirements.

Ehlers assists the City will compliance measures and works with staff to submit all necessary paperwork from year to year.

Hagen presented updated policy and procedures documents, as well as a resolution that would formally adopt and accept the changes to the documents.

Stieve-McPadden moved to approve Resolution 5-28-19-21 adopting Post-Issuance Debt Compliance Policy for Tax-Exempt and Tax-advantaged Government Bonds. Butterfield Seconded. Motion passed 3-0.

2. Tower Lease Extension – Resolution 5-28-19-22

Tim Sullivan introduced this item for the Council stating that this topic was previously discussed at the June 25, 2018 work session, the August 13, 2018 meeting and the March 11, 2019 work session meeting. He explained that per the instructions of the City Council, he informed the representative of the tenant that the City would consider a 20-year lease extension with a \$40,000 signing bonus. He also asked the Company to reimburse for legal fees incurred.

Sullivan presented the current terms of the amended lease stating that Tower Alliance has tendered the following amended proposal:

1. Extending the term of the amended lease four additional 5-year terms (a total of 20 years);
2. A signing bonus of \$42,000 (\$40,000 signing bonus and \$2,000 towards attorney's fees)

Sullivan stated that the Council could accept this offer or reject it. He stated that this would likely be the final and best offer that the City will receive.

Butterfield moved to approve Resolution 5-28-19-22 approving the second amendment to the site lease agreement by and between the City of Mayer, as landlord and Verizon Wireless (VAW) d/b/a. Verizon Wireless as Tenant. Stieve-McPadden Seconded. Motion passed 3-0.

3. Quarter 1, 2019 Financial Report

McCallum introduced this report to the Council. She reviewed the first quarter financials with the Council and asked for any questions related to the report. The Council informed that they appreciated these reports and that they are very informative.

PUBLIC WORKS

1. Anerobic and Anoxic Mixer Replacement.

McCallum introduced this item to the Council. She informed that identified in the 2019 Wastewater Treatment Plant Sewer Fund Budget, under Capital Improvements, there is the replacement of the Anerobic and Anoxic Basin Mixers. She said that staff is proposing to replace the current mixers with the same type of mixers, which would be the two new KSB Model Amamix C22223,24XDG, 3.4 hp, 460/3 submersible mixer with 33' of power cord. She said that each mixer has a 5 year replacement frequency in the CIP.

McCallum said that staff is recommending approval of the bid from Quality Flow Systems at \$12,540.00.

Stieve-McPadden moved to approve the quote from Quality Flow Systems for the amount of \$12,540.00 for the mixers replacement. Butterfield seconded.

COUNCIL REPORTS

- Dodge congratulated all 2019 graduates.

CLOSED MEETING - Minn Stat. 13D.03

Butterfield moved to closed the regular meeting and go into closed session at 7:06 p.m. Stieve-McPadden Seconded. Motion passed 3-0.

This portion of the meeting was closed at to public pursuant to Minnesota Statutes section 13D03, subdivision 1(b) to consider strategy for labor negotiations, including strategies or developments or discussions and review of labor negotiation proposals.

The closed session was closed and the regular meeting reopened at 7:56 p.m.

A motion was made by Butterfield to approve the negotiating team of Mayor, Mike Dodge, Councilmember Stieve-McPadden, City Administrator, Margaret McCallum and City Attorney, Tim Sullivan. Seconded by Stieve-McPadden. Motion Passed 3-0.

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 8:05 p.m. Motion Carried 3-0

Mike Dodge, Mayor

Attest: _____
City Administrator, Margaret McCallum

MAYER CITY COUNCIL WORK SESSION MINUTES – MAY 28, 2019

Call Work Session to order at 8:05 p.m. by Mayor Dodge.

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

ABSENT: Council Member Boder and McNeilly

STAFF: City Administrator McCallum and City Attorney Sullivan

ALSO PRESENT: Eric Jensen and Don Wachholz,

1. Solar Energy Programs – RenaSola and Novel

McCallum provided some history on the community solar garden discussion. She said that the city has been approached by two solar companies, Novel Energy and RenaSola. She explained that at the April 22, 2019 meeting, Novel Energy did a presentation of their Value of Solar Program.

Novel Energy is proposing a guaranteed saving program in which the City would be subscribing to a subscription rate (preestablished for 25 years) that will always be 1 cent below the Value of Solar Bill Credit Rate, thus guaranteeing a 1 cent per kWh savings. There is a \$0 upfront, no pricing risk and no production risk. The garden is located in Lester Prairie and the contract would be an 8 year contract with a 2 year replacement period if the City chooses to do so. Up to 25 years. The projected savings would be about \$5,700/year. Novel is a Minnesota Company.

Eric Jensen from RenaSola provided a presentation on the RenaSola Community Garden program.

Jensen explained that RenaSola works off a Applicable Retail Rate (ARR) Bill Credit program. The subscription would be for 25 years. He presented information on a Flat rate option and a guaranteed savings option with a savings of 1.5 cents per kWh. RenaSola has a national and international presence. The garden is located in Plato, Minnesota.

The Council asked staff to come back to the Council at their next regular meeting this pros and cons for each program.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:45 p.m.

Mike Dodge, Mayor

Attest: _____
Margaret McCallum, City Administrator

ACCOUNTS PAYABLE LIST

June 10, 2019

Checks: 22314-22339, 5286E - 5294E

22314	Erick Boder	Training Reimbursement	\$265.00
22315	Greater American Fin. Services	Copier Lease	\$211.25
22316	Security Bank	H.S.A. Employee Benefits	\$875.00
22317	AEM Workforce Solutions	May Payroll and Reporting	\$610.00
22318	Banyon Data Systems	Utility Billing Software Annual Support	\$795.00
22319	Bolton and Menk	Engineering Services	\$6,367.50
22320	Bound Tree Medical	Heart (AED) Pads	\$72.75
22321	Cascade Fire Equipment	Drip Torch - Fire Department	\$163.06
22322	Lester Prairie (City of)	2019 Spring Biosolids Disposal	\$10,800.00
22323	Emergency Automotive Tech	Soundoff Low Dome Magnetic MNT Beacon - PW	\$275.35
22324	Emergency Response Solutions	SCBA Flow Test and Face Piece Tests	\$1,724.00
22325	Erosion Products LLC	Skating Rink Seeding and Tile	\$733.98
22326	First Minnesota Bank	2019 Sign Rental Fee	\$720.00
22327	Fred Holasek and Son Inc	City Planters - Flowers	\$450.00
22328	Fremont Industries	Coagulant - WWTP	\$972.00
22329	Gopher State One Call	Locates	\$157.95
22330	Greater MN Communications	Utility Bills. Fire Department Tags (New FF). FD Sign	\$914.23
22331	Guardian Pest Control Inc	Pest Control - City Hall/Community Center	\$44.26
22332	Herald Journal Publishing	Ordinance 230 Publishing	\$249.44
22333	Kliver Consulting	WWTP Contract Services	\$900.00
22334	Mayer Lumber	PW/FD Supplies	\$198.33
22335	Metrowest Inspection Services	April Permits - Finaled	\$2,883.96
22336	Owens Companies Inc	WWTP Control RM AC Repair Leaks	\$210.55
22337	United Farms Cooperative	Seeder Rental for Skating Rink	\$222.60
22338	USA Bluebook	Fiberglass Hydrant Markers - PW	\$421.16
22339	WM Mueller and Sons	Bituminous Patching	\$4,950.00
5286E	ADP LLC	Payroll Processing	\$85.98
5287E	Frontier Communications	Telephone - WWTP	\$98.18
5288E	Xcel Energy	City Buildings/Street Lights	\$2,822.10
5289E	Verizon Wireless	Telephone - OSH Lift Station	\$15.09
5290E	Frontier Communications	Telephone - WTP	\$80.87

5291E	Verizon Wireless	Cell Phones - Staff	\$243.57
5292E	Delta Dental	Employee Benefits	\$261.10
5293E	Preferred One	Employee Health Benefits	\$4,142.35
5294E	Verizon Wireless	Telephone - FD	\$41.19
<hr/>			\$36,273.35



**BOLTON
& MENK**

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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

June 4, 2019

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

RE: Hidden Creek 6th and 7th
Project Acceptance

Dear Maggie:

In previous actions, the City has accepted the improvements in Hidden Creek 6th and 7th Additions except for the bituminous wearing course.

At this time, all improvements have been completed. Based on our inspection of the improvements, we recommend that the City accept the completed improvements at its City Council Meeting on June 10, 2019.

It is also recommended that the City reduce the letter of credit for the project to **\$0.00**, once the Developer provides the City with documentation to show that the NPDES permit responsibilities have been transferred to individual home builders and the permit for the development has been terminated.

Let me know if you have questions or need additional information.

Sincerely,

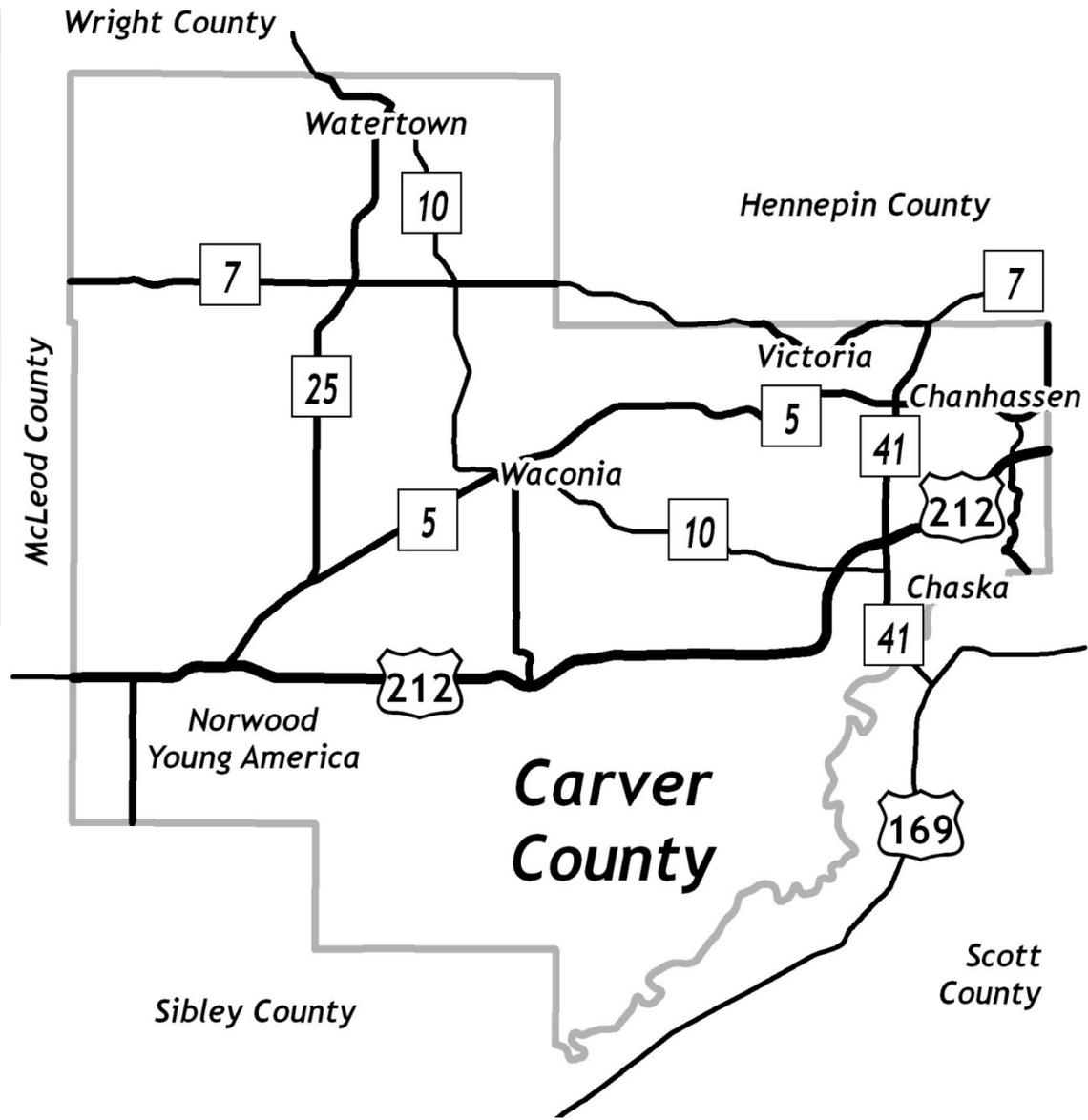
Bolton & Menk, Inc.

David P. Martini, P.E.
Principal Engineer

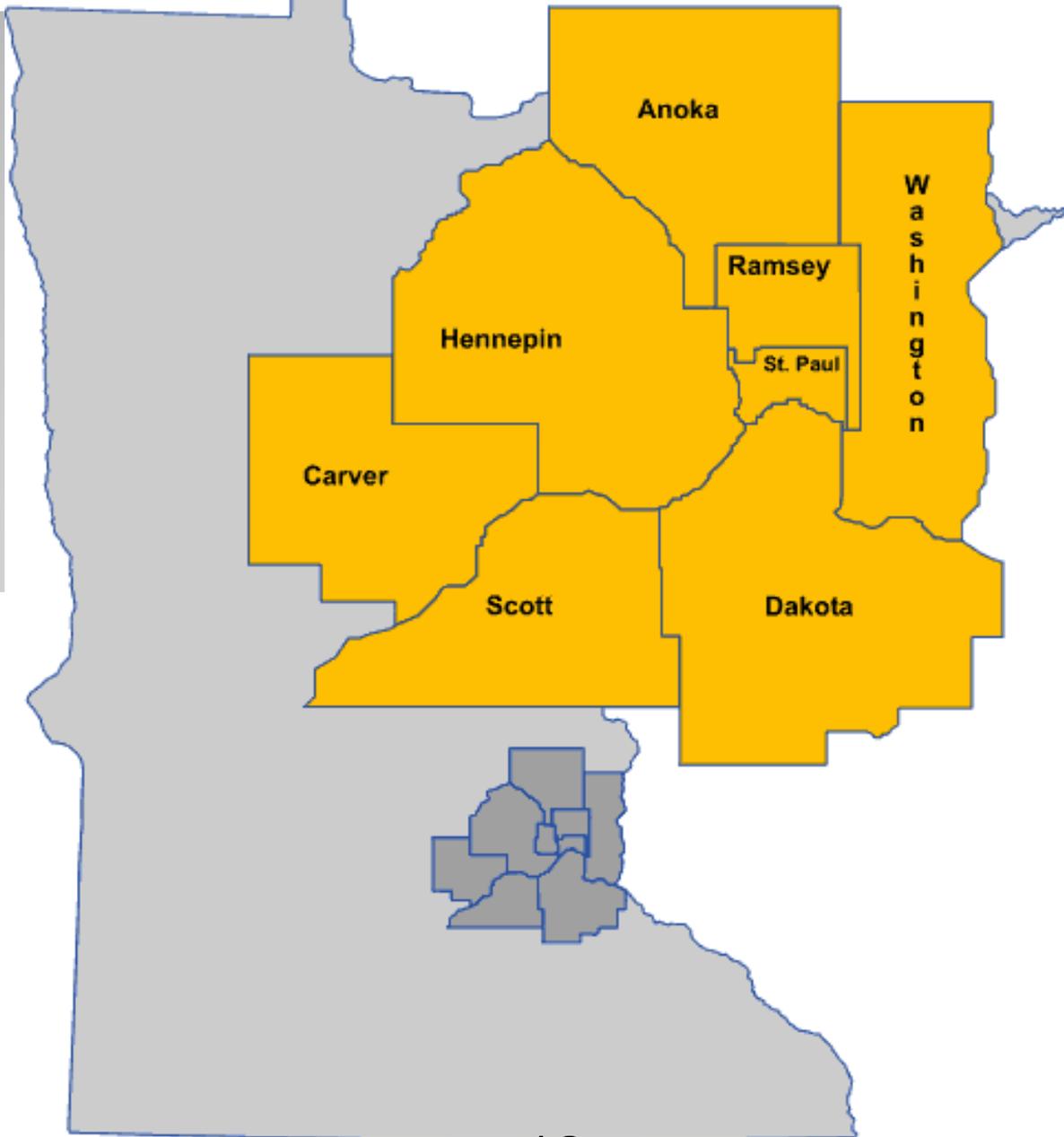
Carver County Library Mayer Express Library

State of the Library Report
June 2019





Your Library Card, Good at Over 100 Locations



2019 Carver County Library Highlights

OUTREACH

- 1000 Books Before Kindergarten
- Memory Maker Kits
- Expansion of Service to Senior Citizen residences
- Expansion of collaborative services with Parks department
- Expansion of outreach to schools

2019 Carver County Library Highlights

SPACES

- Chanhassen Library Porches
- Chanhassen Library AV Upgrade in the Wilder meeting room
- Watertown Library Shelving Units

2019 Carver County Library Highlights

PROGRAMMING

- Carver County Cares
- STEM Programming
- Poetry in the Parks initiative
- Communications expansion for programming and services

Express Library	Carver	Cologne	Mayer	Victoria
2016 Circulation	1,116	770	2,795	1,328
Date Opened	2015	2011	2012	2011

What About Your Express Library Stats?

What's Next for Express Libraries?

Questions? Comments?





Memorandum – Workshop

Item: Novel Energy Solutions & ReneSola – Solar Garden Programs

Meeting Date: June 10, 2019

Presented By: Margaret McCallum, City Administrator

Actions to be Considered:

1. To approve the agreement with Novel Energy
2. To direct staff to negotiate contract language with ReneSola to comply with the requirements of Minnesota Law.

Details:

At the April 22, 2019 City Council meeting, Novel Energy did a presentation on a Value of Solar Program for the City of Mayer. Novel Energy provided information on potential program benefits to the community.

At the May 13, 2019 City Council meeting, the City Council discussed the Novel Energy proposal and was notified that another solar farm company, ReneSola, was interested in presenting a proposal and asked staff to bring that information to the next City Council meeting.

At the May 28, 2019 City Council meeting workshop, Renasola presented information on an Applicable Retail Rate (ARR) program at either a “flat rate” subscription or “guaranteed savings” subscription. The Council directed staff to put together a memo for the June 10, 2019 meeting highlighting the programs.

Program Inception History -

In 2013, Minnesota legislation directed Minneapolis-based utility, Xcel Energy, to create a program for Community Solar Gardens (CSGs). A community solar garden is a neighborhood-scale solar energy system from which nearby residential and other small electricity customers can purchase a subscription that reserves to them a fixed monthly share of the electricity generated by the project. The program is regulated by MN Public Utility Commission. The original goal was to give people who don’t want to or can’t install solar on their own property a chance to participate in solar energy. State lawmakers also wanted the state to be attractive to solar development and create new jobs.

To date, solar gardens have been most often constructed and owned by a third-party developer rather than an electric company. Residents or businesses subscribe to the gardens and as a subscriber get credits on their utility bills for the power the solar garden produces.

Xcel Energy is working towards generating 100 of its energy from carbon-free sources – like solar and wind – by 2050. State statute requires Xcel to purchase all energy generated by a garden.

In Minnesota, there are three primary ways to get solar energy: by installing panels on rooftops, subscribing to a community solar garden and through power companies building their own solar farms and adding that energy to the grid.

Solar Energy –

Solar Energy harnesses from the sun when the ultraviolet rays hit the silicone on the panels. Energy is created when the electrons are knocked loose and then converted into the AC power that can be used in homes and businesses.

Benefits to community solar offered includes predictable electricity rates over time, potential bill savings, and an opportunity to support clean, sustainable energy.

Subscribing to a Community Solar Garden –

As a community solar subscriber, the City would participate in a solar energy system along with other subscribers. Xcel agrees to purchase the power from the solar garden and provide a bill credit for subscribers.

Solar Garden subscribers are compensated via monthly credits on their bills for all solar energy generated, based on their “share” of the total project. The City would continue to purchase energy from Xcel Energy utility company, but will receive a credit on the utility bills for energy that is produced by the City’s share of the solar facility. The energy produced is then provided to the utility for each subscriber’s bill credit.

Novel Energy

Novel Energy is proposing a guaranteed saving program in which the City would be subscribing to a Subscription rate that will always be 1 cent below the VOS Bill Credit Rate, thus guaranteeing 1 cent/kWh savings. It is \$0 upfront, No pricing risk and No production risk.

The solar garden that the City of Mayer would use is located outside of Lester Prairie in McLoed County. The City was offered a one cent/kWh discount: 8 year contract, 2-year replacement period, NES finds replacements, extends to 25 years. For the VOS program, the 25 year Xcel credits are already determined and will not change.

The City of Mayer would (based on average annual usage) subscribe to (100%) 597,779 kWhs at 1 cent/kWh. This is estimated to produce an annual savings of about \$5,700/year.

Staff has negotiated a contract with Novel Energy.

Novel Energy is a Minnesota Company.

RenaSola –

RenaSola has two subscription programs that they are offering: a Flat Rate Savings Program, and a Pro Forma (guaranteed savings) Program.

The solar garden that the City of Mayer would use is located in Plato, Minnesota. The City was offered a 1.5 cent discount: 25 year contract. The City does have the ability to get out of the contract, but would have to find a new subscriber or pay a cancellation fee. For the ARR program, the Xcel credits are established on a year to year basis.

The City of Mayer would (based on average annual usage at 120%) subscribe to 730,511 kWh at 1.5 cent/kWh. This is estimated to produce an annual savings of about \$13,400/year for the guaranteed savings program and incrementally for the Flat Rate program.

Renasola is located is headquartered in California and internationally.

Attachments:

Novel Energy Presentation.

Novel Energy Agreement.

RenaSola Presentation.

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 **23** local business

About Novel Energy Solutions (NES)

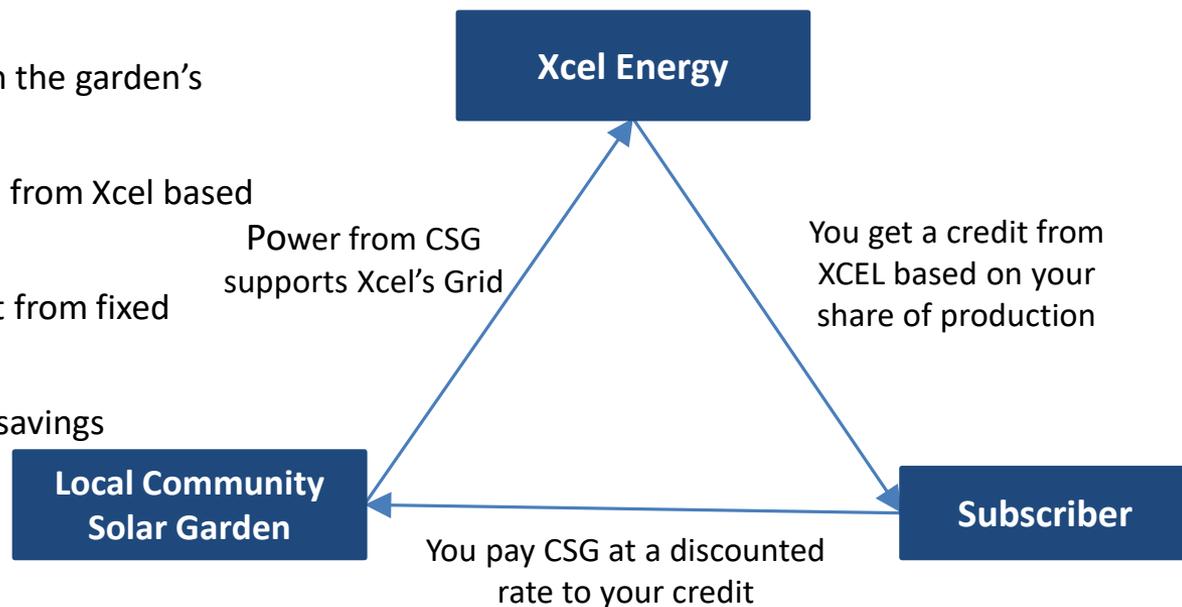
- ❑ Leading Minnesota integrated energy management company which includes complementary businesses-- community solar garden development, solar project construction, solar project finance and energy conservation
- ❑ Founded in 2011 by Cliff, Ralph and Mena Kaehler. The Kaehler family are active farmers (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

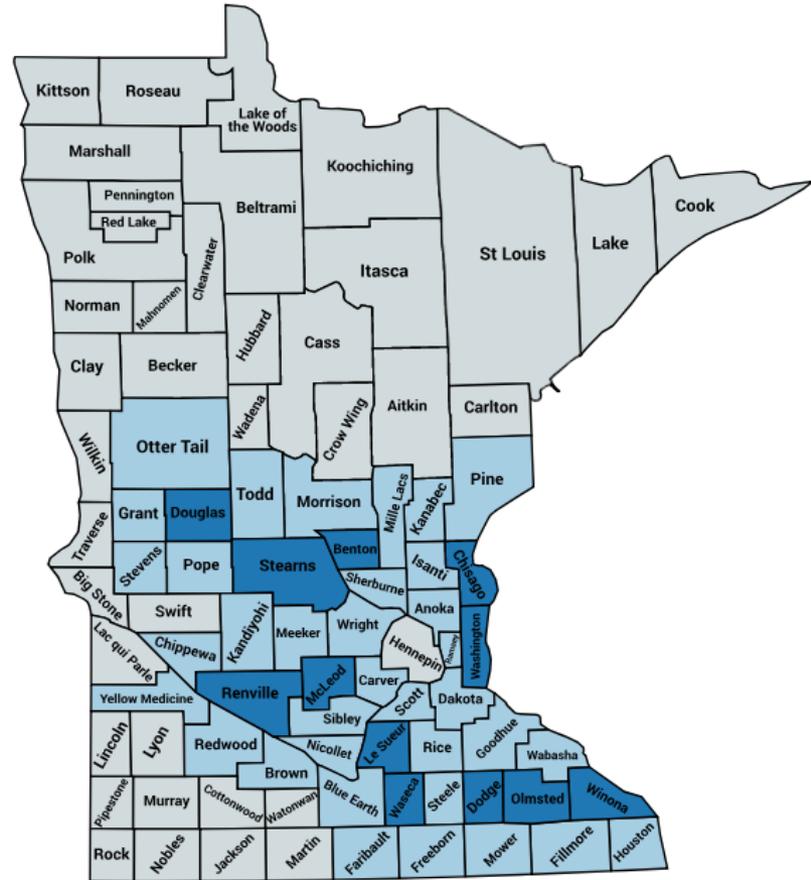
Year	Total Project Energy Production (kWh)	Subscriber Energy Production (kWh)	Bill Credit Rate (\$/kWh)	Estimated Total Bill Credit (\$/yr)	Subscription Rate (\$/kWh)	Subscription Payments (\$/yr)	Estimated Annual Savings (\$/yr)
1	1,785,000	597,779	\$0.09760	\$58,343	\$0.08760	\$52,365	\$5,978
2	1,776,075	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

County
Benton
Chisago
Dodge
Douglas
Douglas
Le Sueur
McLeod
Olmstead
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

XCEL ENERGY SOLAR*REWARDS COMMUNITY

SUBSCRIPTION SAVINGS PROPOSAL
UPDATE

CITY OF MAYER

MAY 28, 2019

XCEL ENERGY SRC PROGRAM

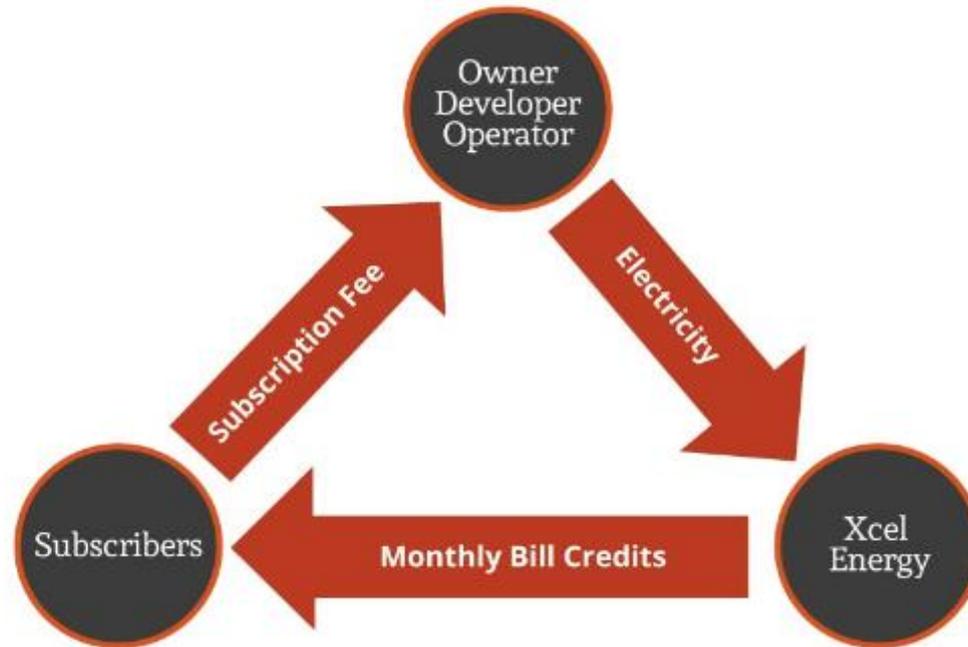
Solar Rewards Community (SRC) Program key features:

- Program mandated by legislation 216B.1641, September 2013
- Applicable Retail Rate (ARR) Bill Credit changes annually with Xcel's rates, Value of Solar (VOS) gardens have an established Bill Credit 25-year schedule
- Community Solar Garden (CSG) and subscribers must be in Xcel territory, Subscriber must be in the same or adjacent county as the CSG
- Allowed to subscribe up to 120% of the most recent 12-month average usage
- No subscriber can have more than 40% of a single CSG
- Each CSG needs at least 5 subscribers
- CSG agreements with Xcel are for 25 years
- No upfront costs to subscribers
- No system maintenance costs for subscribers



HOW IT WORKS – COMMUNITY SOLAR

- **Monthly Xcel Energy Bill Credit** – based on actual solar production for the month
- **Monthly Subscription Invoice** – based on actual solar production for the month
- **Your savings** – Xcel ARR Credit (\$0.12405 / kWh for 2019, increasing annually with Xcel’s rates)* less the solar garden payment (flat rate, small escalator, or guaranteed savings)



*NOTE: This rate is for general service. ReneSola specializes in optimizing subscriptions for cities to maximize savings by capturing alternate, higher credit rates that are common on municipal accounts.

SUBSCRIPTION SIZE

City of Mayer Subscription Allocation:

ReneSola's local, available community solar gardens can accommodate:

- 120% of the city's annual usage
- Estimated at: 730,511 kWh / year of community solar
- Note: 120% is the maximum subscription size allowed by Xcel's program. Annual energy usage is the qualifying factor for the amount you can participate for subscription into a garden. Mayer's usage will need to be confirmed to optimize the subscription and maximize savings.



ESTIMATED SAVINGS

Total estimated savings from your subscription through our garden:
\$332,800 to \$876,000+

Solar garden rate options:

- Flat rate - \$0.124 / kWh
- Guaranteed savings - \$0.015 discount on every kWh

Xcel ARR Credit rate (2019): \$0.1271 / kWh

- Note: Mayer has a mix of “general” and “small general” accounts with Xcel. The credit for “general” accounts starts at \$0.12405/kWh and the credit for “small general” starts at \$0.14509/kWh. This rate noted above is a weighted average to accurately represent Mayer’s specific usage profile. The guaranteed savings rate is calculated off the “general” credit, providing an even greater savings for the “small general” accounts.

A Pro Forma assuming a 2.6% annual Xcel rate increase is provided on the following pages. This is a conservative estimate based on available data, which ReneSola and our partners use for planning and financing, but cannot guarantee. For reference, Xcel provides a recent 15 historic comparison, which shows an average annual increase of 3.3% (<https://www.xcelenergy.com/staticfiles/xe-responsive/Programs%20and%20Rebates/Residential/Average-Xcel-Energy-MN-Retail-Rate-Change-2000-2015.jpg>). At that rate, your savings could be **~40% greater!**

PRO FORMA (FLAT RATE)

Year	Subscription Size (kWh)	Xcel Credit (\$/kWh)	Subscription Rate (\$/kWh)	Net Annual Savings	
1	730,511	\$0.1271	\$0.1240		\$2,400
2	726,900	\$0.1304	\$0.1240		\$4,700
3	723,300	\$0.1338	\$0.1240		\$7,200
4	719,700	\$0.1373	\$0.1240		\$9,600
5	716,100	\$0.1408	\$0.1240		\$12,200
6	712,500	\$0.1445	\$0.1240		\$14,700
7	708,900	\$0.1483	\$0.1240		\$17,300
8	705,400	\$0.1521	\$0.1240		\$20,000
9	701,900	\$0.1561	\$0.1240		\$22,600
10	698,400	\$0.1601	\$0.1240		\$25,300
11	694,900	\$0.1643	\$0.1240		\$28,100
12	691,400	\$0.1686	\$0.1240		\$30,900
13	687,900	\$0.1729	\$0.1240		\$33,800
14	684,500	\$0.1774	\$0.1240		\$36,700
15	681,100	\$0.1821	\$0.1240		\$39,700
16	677,700	\$0.1868	\$0.1240		\$42,600
17	674,300	\$0.1916	\$0.1240		\$45,700
18	670,900	\$0.1966	\$0.1240		\$48,900
19	667,500	\$0.2017	\$0.1240		\$52,000
20	664,200	\$0.2070	\$0.1240		\$55,200
21	660,900	\$0.2124	\$0.1240		\$58,500
22	657,600	\$0.2179	\$0.1240		\$61,800
23	654,300	\$0.2236	\$0.1240		\$65,200
24	651,000	\$0.2294	\$0.1240		\$68,700
25	647,700	\$0.2353	\$0.1240		\$72,200
Total savings:					\$876,000

Subscription size:

730,511 kWh

Solar garden flat rate:

\$0.1240 / kWh

Xcel ARR credit rate:

\$0.1271 / kWh (2019)

Estimated total savings:

\$876,000

PRO FORMA (GUARANTEED SAVINGS)

Year	Subscription Size (kWh)	Xcel Credit (\$/kWh)	Subscription Rate (\$/kWh)	Net Annual Savings
1	730,511	\$0.1271	\$0.1091	\$13,300
2	726,900	\$0.1304	\$0.1123	\$13,200
3	723,300	\$0.1338	\$0.1156	\$13,200
4	719,700	\$0.1373	\$0.1190	\$13,200
5	716,100	\$0.1408	\$0.1225	\$13,300
6	712,500	\$0.1445	\$0.1260	\$13,200
7	708,900	\$0.1483	\$0.1297	\$13,300
8	705,400	\$0.1521	\$0.1335	\$13,300
9	701,900	\$0.1561	\$0.1373	\$13,300
10	698,400	\$0.1601	\$0.1413	\$13,300
11	694,900	\$0.1643	\$0.1454	\$13,200
12	691,400	\$0.1686	\$0.1495	\$13,300
13	687,900	\$0.1729	\$0.1538	\$13,300
14	684,500	\$0.1774	\$0.1582	\$13,300
15	681,100	\$0.1821	\$0.1627	\$13,300
16	677,700	\$0.1868	\$0.1673	\$13,300
17	674,300	\$0.1916	\$0.1720	\$13,300
18	670,900	\$0.1966	\$0.1769	\$13,400
19	667,500	\$0.2017	\$0.1819	\$13,300
20	664,200	\$0.2070	\$0.1870	\$13,300
21	660,900	\$0.2124	\$0.1923	\$13,400
22	657,600	\$0.2179	\$0.1977	\$13,400
23	654,300	\$0.2236	\$0.2032	\$13,400
24	651,000	\$0.2294	\$0.2089	\$13,500
25	647,700	\$0.2353	\$0.2147	\$13,500
Total savings:				\$332,800

Subscription size:

730,511 kWh

Solar garden discount
(off general service credit):

\$0.015 / kWh

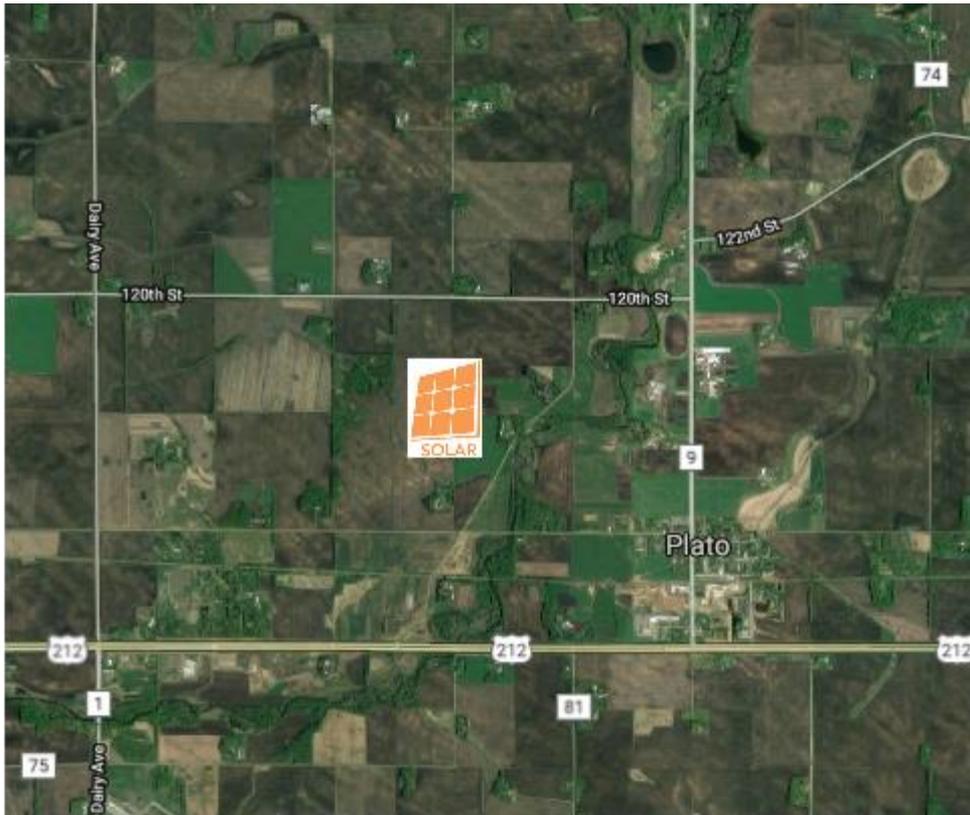
Xcel ARR credit rate:

\$0.1271 / kWh (2019)

Estimated total savings:

\$332,800

GARDEN LOCATIONS



Project Status:

- Xcel Applications Approved
- Interconnection agreements fully executed
- Site control, leases in place
- Local permitting complete
- Construction has begun
- Energization Q3 2019

Approximate address:

Helen Site (4 MW): 1567 Boone Road, Plato, MN 55370

REFERENCE SUBSCRIBERS



City of Jordan, MN – Participating Subscriber

Located in Scott County along the Minnesota River, the City of Jordan has a population of over 5,000 residents. A short drive from St. Cloud, Jordan maintains a number of city parks, has a well established police and fire department, and a historic downtown district. The City of Jordan has a subscription to our Le Sueur County Waterville garden.

Metropolitan Council – Participating Subscriber

The Council provides essential services and infrastructure - bus and rail system, wastewater treatment services, regional parks, planning, housing, and more - that support communities and businesses and ensure a high quality of life for residents. The Met Council is a subscriber to our Rice County Dundas Solar solar gardens as well as other gardens.



Mankato Clinic – Participating Subscriber

The Mankato Clinic is one of Minnesota's largest physician owned, multispecialty regional group practices, with 135 providers located across ten sites in five communities, including Mankato, North Mankato, St. Peter, Mapleton and Lake Crystal. The Mankato Clinic is ranked among the top 15 employers in the region. The Mankato Clinic has a subscription to our Le Sueur County Waterville garden.

Our broader subscriber partners include;

- Mayer Lutheran High School
- City of Minneapolis
- City of Rosemount
- City of St Michael
- Mayo Clinic
- Health Partners
- Waconia Public Schools
- East Carver Public Schools
- City of Renville
- Westminster Presbyterian
- City of Gibbon
- City of New Auburn
- City of St Cloud
- CentraCare
- City of Franklin
- Oak Grove Presbyterian
- City of Chisago City
- And more...

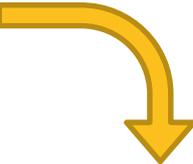
RENESOLA POWER HOLDINGS

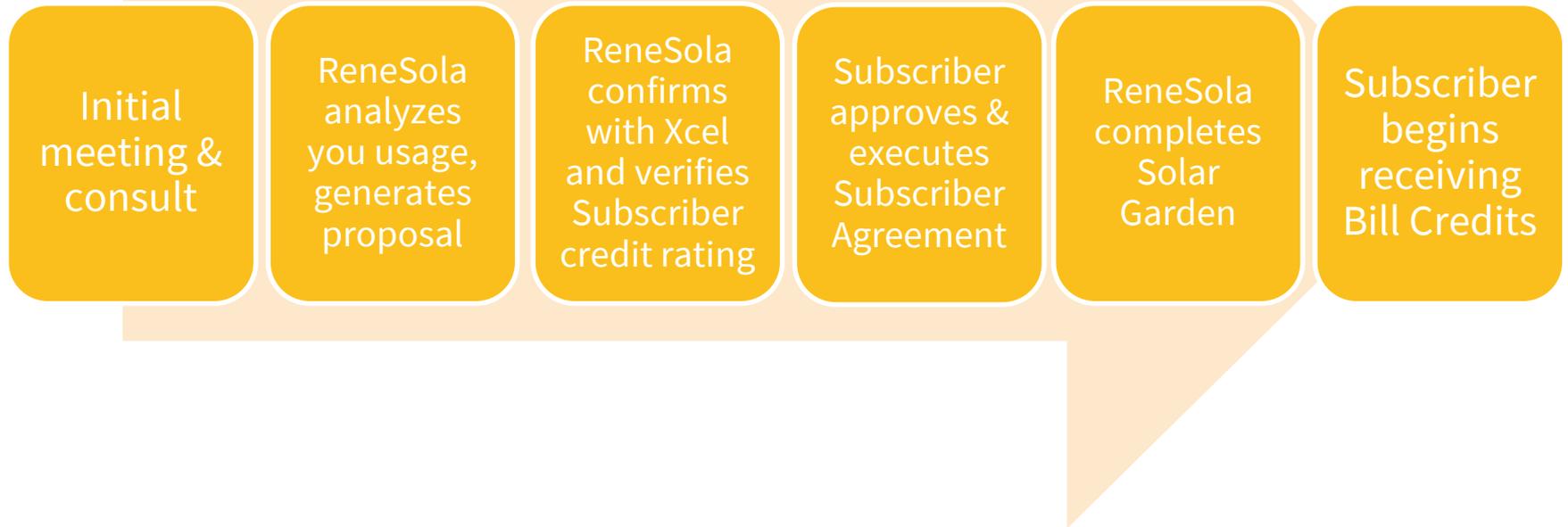
ReneSola (NYSE:SOL) is an international leader in solar project development, construction, operations and asset management. The company has teams in 10 countries, including major solar power markets such as China, the US, Canada, the UK, France, Spain, and Japan. Our 300+ employees have completed over 500 MW of solar projects and operate over 150 MW to date.

Our expertise allows us to bring global and national scale to the state and local level. In Minnesota, our focus is on our 50+ MW of community solar gardens throughout the state and the strategic growth of this success.



NEXT STEPS

We are here 





We appreciate this opportunity to offer this final portion of a garden Xcel's discontinued Applicable Retail Rate (ARR) community solar program.

Due to project timing and the enhanced production of our garden through design improvements, this represents the last ARR solar garden available. Going forward, all Xcel solar gardens are under the Value of Solar credit structure. It is our understanding that you are currently reviewing an option with pricing and a structure typical of projects under these new rules, which is similar to our future subscription offerings starting this Fall.

We appreciate your time and hope to have the city of Mayer join Mayer Lutheran High School and others we have partnered with, to maximize the savings to your residents and community through this project.

We look forward to helping Mayer, MN
maximize their savings with this great program.

Eric Jensen, Business Development Manager
612-424-1355 eric.jensen@renesolapower.com

**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

REQUEST FOR PARK BOARD ACTION

Meeting Date:	June 10 th , 2019
Item Name:	City Hall Parking Lot Light
Originating Department:	Public Works
Presented by:	Kyle Kuntz

Previous Park Board Action(if any):

Item Type (X only one):	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
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RECOMMENDATIONS/PARK BOARD ACTION/MOTION REQUESTED *(Include motion in proper format.)*

A motion approving the installation of an addition light in the Mayer City Hall/Community Center parking lot.

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

Staff is proposing that an additional light be installed on the south end of the Mayer City Hall/Community Center parking lot by AME Electric in the amount of \$3,440. Public Works Staff will pour the footing, set the pole, and dig the trench in the amount of \$350 bringing the total cost of the project to \$3,790.00. Public Works Staff will install the parking lot light the same time they install the lights for the ice skating rink.

AME Electric	A-1 Electric Service
\$4,890.00	\$6,346.00



Attached are two quotes staff received to complete the work.

FINANCIAL IMPLICATIONS:	
Funding Sources & Uses: 435 Fund	
Budget Information:	

6/10/19

	Budgeted				
	Non Budgeted				
	Amendment Required		Other		
Approved		Denied	Tabled	Other	
Resolution No.	_____	_____	Ordinance No.	_____	_____



QUOTATION

Quote Number: 19140
 Quote Date: Jun 6, 2019
 Page: 1

1260 Meadow Pkwy.
 Mayer, MN 55360
 612-751-5291
 ameelectric@gmail.com

Quoted To:
City of Mayer 413 Bluejay Ave Mayer, MN 55360

Job Address:
City of Mayer 413 Bluejay Ave Mayer, MN 55360

Customer ID	Good Thru	Payment Terms	Sales Rep
Mayer	7/6/19	Net Due	

Quantity	Item	Description	Unit Price	Amount
1.00		Parking lot pole and light on a photo eye (south side of parking lot)	1,940.00	1,940.00
1.00		Dig and pour footing for pole, set pole	1,000.00	1,000.00
150.00		Trench 150' from shed to pole	3.00	450.00
150.00		Conduit and wire from shed to pole	5.00	750.00
15.00		Bore under the trail	40.00	600.00
1.00		Electrical permit	150.00	150.00
		Pricing valid until 6-14-19 due to tariff increases and freight		

Sign and send back for approval _____

Subtotal	4,890.00
Sales Tax	
TOTAL	4,890.00

Thank you for your business

A-1 ELECTRIC SERVICE OF WACONIA INC
 170 WEST 3-1/2 STREET
 Waconia MN 55387-1701
 Phone: 952-442-5332 Fax: 952-442-1600

PROPOSAL

PROPOSAL #	1123	PAGE	1
DATE	10/22/2018		
DESC	INSTALL 25 FT POLE WITH 2- 234W LED FLOODLIGHTS		
LOC	CITY HALL PARKING LOT		
CONTACT	KYLE		
PHONE	952-657-1502		

CUSTOMER

CITY OF MAYER
 413 BLUEJAY AVE.
 MAYER MN 55360

CONCRETE POLE BASE

25FT 4" SQUARE POLE DARK BRONZE

1- 2-FIXTURE BULLHORN DB

2- 234 WATT LED FLOOD LIGHT FIXTURES

PHOTOCELL

TRENCHING 150 FEET FROM SHED TO POLE (TRENCH BACK FILLED ONLY, NO COMPACTION AND NO RESTORATION INCLUDED)

BLACK TOP CUTTING AND REPAIR BY OTHERS

CONDUIT AND WIRE FROM SHED TO POLE

BREAKER IN EXISTING SHED PANEL.

STATE ELECTRICAL PERMIT

MATERIAL, LABOR AND PERMIT TOTAL

6,346.00

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **\$6,346.00**

Six Thousand Three Hundred Forty Six Dollars And 00 Cents

Payable as follows:

\$6,346.00 ON COMPLETION OF ABOVE WORK

Authorized Signature:  Date: 10/22/18

Note: This Proposal may be withdrawn by us if not accepted within 15 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge, deletion of any items will become a credit, and will become an extra charge or credit over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: Date:

City of Mayer
Planning Commission
Meeting Minutes
Tuesday, June 4, 2019

Commission Members Present: Chairperson Tom Stifter, Council Liaison Tice Stieve-McPadden, Commissioners Les Hahn, Michael Sommerfeld, Don Wachholz and Barney Johnson.

Commission Members Absent: Commissioner Patty Lanting.

Others Present: None.

Staff Present: John Anderson of Municipal Development Group, LLC

CALL MEETING TO ORDER.

Meeting called to order at 6:30 PM by Chairperson Tom Stifter.

ADOPT AGENDA.

A motion to approve the agenda was made by Commissioner Wachholz and seconded by Commissioner Johnson. Motion carried 6/0.

APPROVAL OF MINUTES.

A motion to approve the May 7, 2019 Planning Commission minutes was made by Commissioner Wachholz and seconded by Commissioner Johnson. Motion carried 6/0.

FINAL REVIEW OF THE CITY OF MAYER COMPREHENSIVE PLAN 2040 UPDATE.

At 6:33 PM, Planning Consultant Anderson, presented the information on the City of Mayer 2040 Comprehensive Plan update. Planning Consultant Anderson stated that the draft plan was submitted for the mandatory six month review in September of 2018 and that this plan was updated to include all the recommendations that were received during the six month review.

Commissioner Hahn asked if the plan could be changed after the official approval of the plan.

Planning Consultant Anderson stated that once the official plan is adopted, that amendments to amend the comp plan could be made at that time. He further stated that the current plan is still in effect until the new Comprehensive Plan is adopted and that the Metropolitan Council is no longer allowing the current Comprehensive Plan to be amended.

A motion to recommend the City Council approve the submittal of the final draft of the City of Mayer 2040 Comprehensive Plan to the Metropolitan Council was made by Commissioner Johnson and seconded by Commissioner Hahn. Motion carried 6/0.

NEXT MEETING.

Next scheduled meeting is Tuesday, July 2, 2019.

COMMISSIONERS REPORT.

None.

ADJOURNMENT.

A motion was made by Commissioner Johnson and seconded by Commissioner Wachholz to adjourn the meeting at 6:54 PM. Motion carried 6/0.