



**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, MARCH 25, 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. March 11, 2019 City Council Meeting Minutes
    2. March 11, 2019 City Council Workshop Minutes
  - B. Claims
  - C. Staff Reports
    1. Sheriff's Department Report
    2. City Engineer's Report
    3. Public Work's Report
    4. City Administrator's Report
    5. Fire Department's Report
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
  - A. Administrative
    1. Transfer of Funds – Resolution 3-25-19-16
    2. City Hall Generator – Carverlink
    3. Tower Lease
    4. Comprehensive Road and Transit Funding Request – Resolution 3-25-19-17
    5. Summer Hours – Resolution 3-25-19-18
  - B. Public Works
    1. Annual Report – Waste Water Treatment Plant
    2. Painting – Waste Water Treatment Plant
  - C. Parks and Recreation
    1. Grills – West Ridge Park
- 7. City Council Reports**

**8. Other Business**

**9. Upcoming Meetings & Events**

March 26, 2019 EDA Meeting

April 2, 2019 Planning and Zoning Commission Meeting

April 8, 2019 City Council Meeting

April 9, 2019 Park Commission Meeting

April 22, 20219 City Council Meeting

**10. For Your Information**

**11. Adjournment**

MAYER CITY COUNCIL MEETING MINUTES – MARCH 11, 2019

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

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

ABSENT:

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

ALSO PRESENT: Stephen Young, Don Wachholz, Elicio Salomon-Vasquez

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 Boder to approve the agenda with the moving of agenda item 6C1 to first discussion. Motion Carried 5/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Boder to approve the Consent Agenda with spelling corrections. Motion Carried 5/0.

1. Approve the Minutes of the February 25, 2019 Regular Council Meeting.
2. Approve the Minutes of the February 25, 2019 Council Workshop Meeting.
3. Approve Claims for March 2019. Check numbers 22147 to 22173. E-check numbers 5189E to 5209E.
4. Approve Ordinance 227 2019 Fee Schedule-Addition of Landscape Escrow

CITY ADMINISTRATOR

1. **Approve Public Works Seasonal Position** – A MOTION to Approve the advertising for a Public Works Part-time Seasonal (13 weeks) Position at a rate of \$12.00 per hour and 30 hours per week was made by Council Member Butterfield and seconded by Council Member Boder. Motion carried 5/0.
2. **Approve 2018 Certified Audit by Abdo, Eick, and Meyers** – Steve McDonald of ABDO, EICK and MEYERS, presented the summary of the 2018 Certified Audit. A MOTION to Approve the 2018 Certified Audit was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion Carried 5/0.
3. **Approve Long Term Plan by Abdo, Eick, and Meyers** – Steve McDonald of ABDO, EICK, and MEYERS presented a summary of the Long-Term Plan updated March 4, 2019. Abdo, Eick, and Meyers has been preparing a long-term plan intended to provide a comprehensive view of the City as of December 31, 2018 and five years from now. Abdo has measured and projected operations, capital, and debt for the City based on assumptions made by management. A MOTION to Approve the Long-Term Plan was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden. Motion Carried 5/0
4. **4<sup>th</sup> Quarter 2018 Financial Report** – Steve McDonald of ABDO, EICK, and MEYERS presented a summary of the City’s reconciled bank accounts through December 31, 2018. The summary is as follows.

Checking and Savings	\$1,523,316	(\$825,209) decreased from 2017
Money Market	\$ 641,471	\$507,865 increased from 2017
Negotiable CD’s	<u>\$3,866,068</u>	\$793,363 increased from 2017

Total Cash & Investments \$6,030,855

5. **Approve Resolution 3-11-19-14 Transfer of Funds** –Tabled
6. **Discussion on City Hall Generator provided by Carverlink** – City Administrator McCallum presented a request from Carverlink of Carver County to co-project the installation of a backup generator at City Hall. The purpose is to provide emergency power backup in the case of an emergency and Mayer City Hall/Community Center is identified by Carver County as an emergency shelter for the surrounding area. The generator would not only provide backup to the City Hall/Community Center but to Carverlink hardware as well. If Council agrees, Carverlink would contribute \$13,800 toward a Generac 38 kW 60 Hz. The City could opt to purchase a larger Generac 48 Kw 60 Hz generator at a cost of \$23,800. Carverlink would cover \$13,800 and the City would pick up the remaining \$10,000. Council stated they are on board with the joint project but would like some additional information on the location of the generator, who will oversee maintaining the generator, and who will be the owner of the generator. Council directed Staff to gather more information and bring back for further discussion.
7. **Approve Resolution 3-11-19-15 Site Plan for 421 Ash Avenue North-Agave Mexican Restaurant** – At the March 6, 2019 Planning Commission Meeting, the group approved the site plan for Agave Mexican Restaurant, located at 421 Ash Avenue North (formerly Finn’s Bar). Planning Commission is requesting Approval of Resolution 3-11-19-15 Site Plan for 421 Ash Avenue North. Elicio Salomon-Vasquez, owner of Agave Mexican Restaurant, was present to answer questions. Council asked Mr. Salomon-Vasquez what the seating capacity is relevant to the number of parking spaces and if he was planning to pave the lot within the next five years. Mr. Salomon-Vasquez stated that his restaurant will seat 90 guests and that his intension is to pave the parking lot. Council discussed at length the parking lot which is partially gravel and the limited parking spaces onsite. A MOTION to Approve Resolution 3-11-19-15 Site Plan for 421 Ash Avenue North, Agave Mexican Restaurant was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion carried 4/1. *Council Member Boder a nay.* Council Member Boder stated his concerns that Council is not being consistent with their decisions on gravel parking areas.
8. **Approve Ordinance 228 Text Amendment to Title XV: Land Usage** – In the fall of 2018, Council approved the updated floodplain management chapter and related sections. It has since come to the attention of Staff that there was an inconsistent definition for recreational vehicles between the zoning ordinance and floodplain ordinance. The text amendment is being brought forward to correct these items. A MOTION to Approve Ordinance 228 Text Amendment to Title XV: Land Usage was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield.

#### COUNCIL REPORTS

- Council Member Boder recommended making movement toward eliminating the City’s Dog Ordinance and licenses.
- Council Member Stieve-McPadden asked Staff to allocate access keys to the Community Center for members of the Planning Commission.
- Council Member Butterfield relayed gratitude from several residents to the Public Works Department for doing a great job plowing the City Street.
- Council Member Butterfield asked Staff to investigate whether using pond water to irrigate is allowed.

FOR YOU INFORMATION

- City Administrator McCallum gave an update on the meeting she attended to address potential flooding concerns. Pond maintenance, catch basins, and storm water drains were discussed. Public Works has already been clearing storm water drains around town and are keeping an eye on the lift stations. They discussed possibly getting a load of sand for residents to fill sand bags in preparation of potential flooding.

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 8:34 p.m. Motion Carried 5/0

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Mike Dodge, Mayor

Attest:

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Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – MARCH 11, 2019

Call Work Session to order at 8:35 p.m. by Mayor Dodge.

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

ABSENT:

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Steven Young, Don Wachholz

1. **Discussion on Tower Lease Amended Offer:** The City Council previously discussed the tower lease issue at the June 25, 2018 Work Session and the August 13, 2018 Council Meeting. The last offer from Tower Alliance was for a 20-year lease extension with a \$35,000 signing bonus. Per the instructions of City Council, the City Attorney informed the tenant that the City would consider a 15-year lease extension with a \$35,000 signing bonus. Tower Alliance contacted the City Attorney on February 28, 2019 and offered to extend the terms of the amended lease (4) four additional 5-year terms (a total of 20 years) and offer a signing bonus of \$40,000. As previously discussed, there does not appear to be any pressing or immediate need to modify the terms of the Amended Lease, which does not expire until the end of 2034. Council asked Staff to prepare some additional information and bring back for further discussion.
2. **Discussion on Payment Service Network:** City Administrator presented information on a utility software which will allow residents to view their current utility bill and billing history online. Council agreed that residents would appreciate the ability to view their account online and asked Staff to continue to explore options.
3. **Discussion on Republic Services:** In 2018, Republic Services provided information to the City Council regarding the rising costs of recycling. Republic Services asked the Council to consider allowing a \$0.53 per household per month increase to help cover the cost of recycling processing fees. The current contract with Republic Services is set to conclude in August of 2020. Council stated they have no interest in allowing for an increase.
4. **Discussion on Granicus:** City Administrator presented a proposal for Granicus, a cloud-based Software-as-a-Service (SaaS) system that enables government organizations to connect with more people. Granicus will be able to utilize several different mediums, including email, text messages, RSS feeds, and social media integration to connect with residents. Council agreed that a tool to connect to more residents would be useful, however, felt that Granicus was too costly. Council Member Boder suggested Staff reach out to Carver County to see if they would allow the City of Mayer to tap into their system.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:48 p.m.

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Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy City Clerk

**ACCOUNTS PAYABLE LIST**

**March 25, 2019**

**Checks: 22174 - \_\_\_\_\_, 5210E - 5223E**

22174	Abdo Eick and Meyers	2018 Audit	\$6,500.00
	AEM Financial Services	Long Term Plan, 4th Quarter Report	\$4,750.00
	Frontline Plus Fire & Rescue	2019 Siren Service Contract	\$560.00
	Curt & Shelly Stubbs	Utility Refund	\$23.82
	Municipal Development Group	Ordinance Amendments, Agave, General Planning	\$472.50
	ADP LLC	Payroll Processing	\$81.89
	Cargill	Road Salt - Bulk	\$2,647.64
	Lano Equipment	Bobcat Rental - Snow Removal	\$498.15
	Utility Consultants	Lab Samples and Testing	\$950.70
	USA Bluebook	Maintenance Materials - PW - WTP	\$458.95
	Exxon Mobil	Motor Fuels	\$1,256.62
	Carverlink	Telephone	\$160.00
	Emergency Medical Products	AED Pads	\$63.49
	Security Bank	H.S.A.	\$875.00
	MN Dept of Health	Hilgers - Test	\$23.00
	Veolia Water	WWTP Onsite Service and Travel Cost	\$4,548.74
	Municipal Emergency Services	Rescue Gloves - Paid with Grant Money	\$1,466.59
	Carver County Taxpayers	Special Assessment Processing Fee	\$115.00
	Kluver Consulting	March (Second Half)	\$900.00
5210E	ADP LLC	Payroll	\$7,141.22
5211E	ADP LLC	Payroll Taxes	\$3,100.23
5212E			
5213E	PERA	Benefits	\$1,232.48
5214E	McCleod Power Coop	City Sign	\$37.13
5215E	McCleod Power Coop	Street Lights	\$716.76
5216E	Centerpoint Energy	Gas Utilities	\$212.00
5217E	Centerpoint Energy	Gas Utilities	\$1,106.27
5218E	Centerpoint Energy	Gas Utilities	\$1,410.95
5219E	Centerpoint Energy	Gas Utilities	\$528.69

5220E Centerpoint Energy	Gas Utilities	\$129.93
5221E Xcel Energy	Electric Utilities	\$1,832.20
5222E Security Bank	NSF - Utility Account	\$125.00
5223E Security Bank	NSF Fee - Utility Account	\$4.00
<hr/>		\$33,493.31



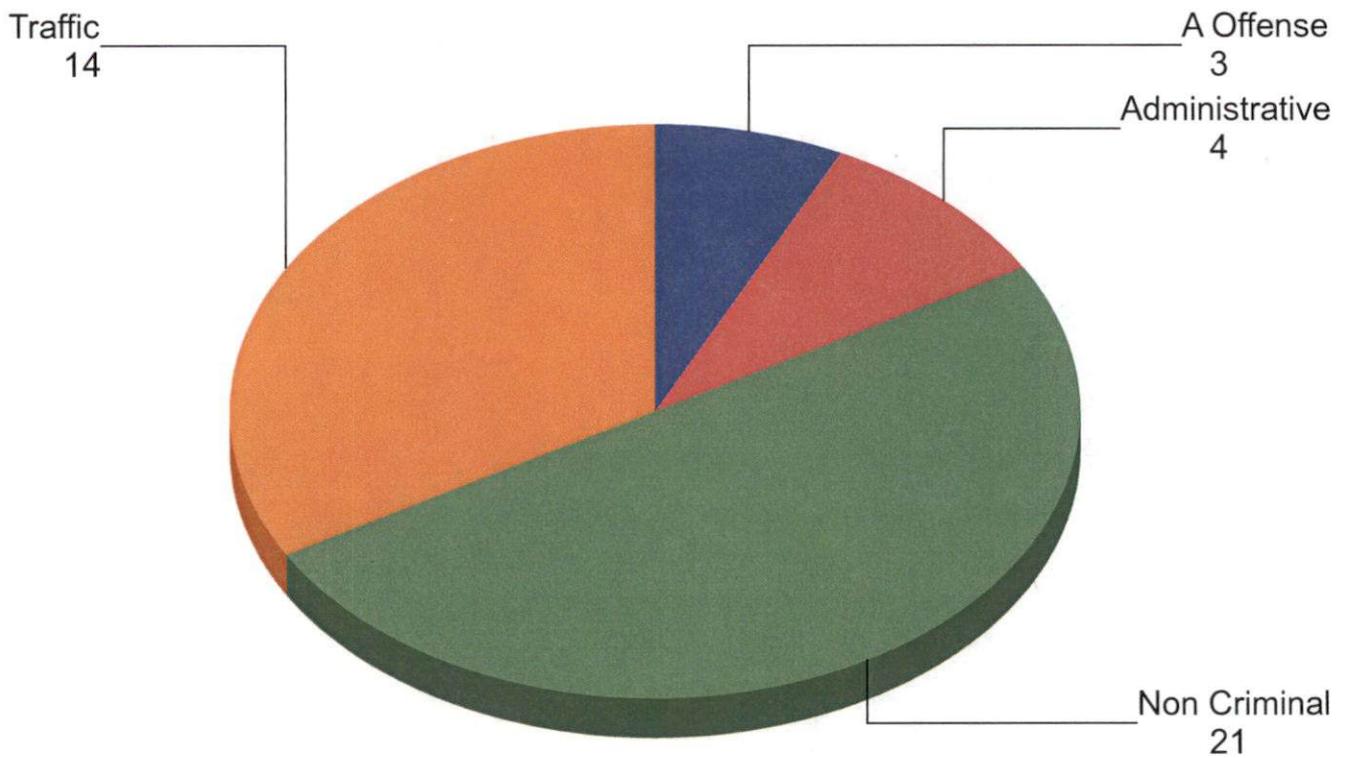
**City of Mayer**

**February 2019**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 2/1/2019 To: 2/28/2019**

**Mayer City**



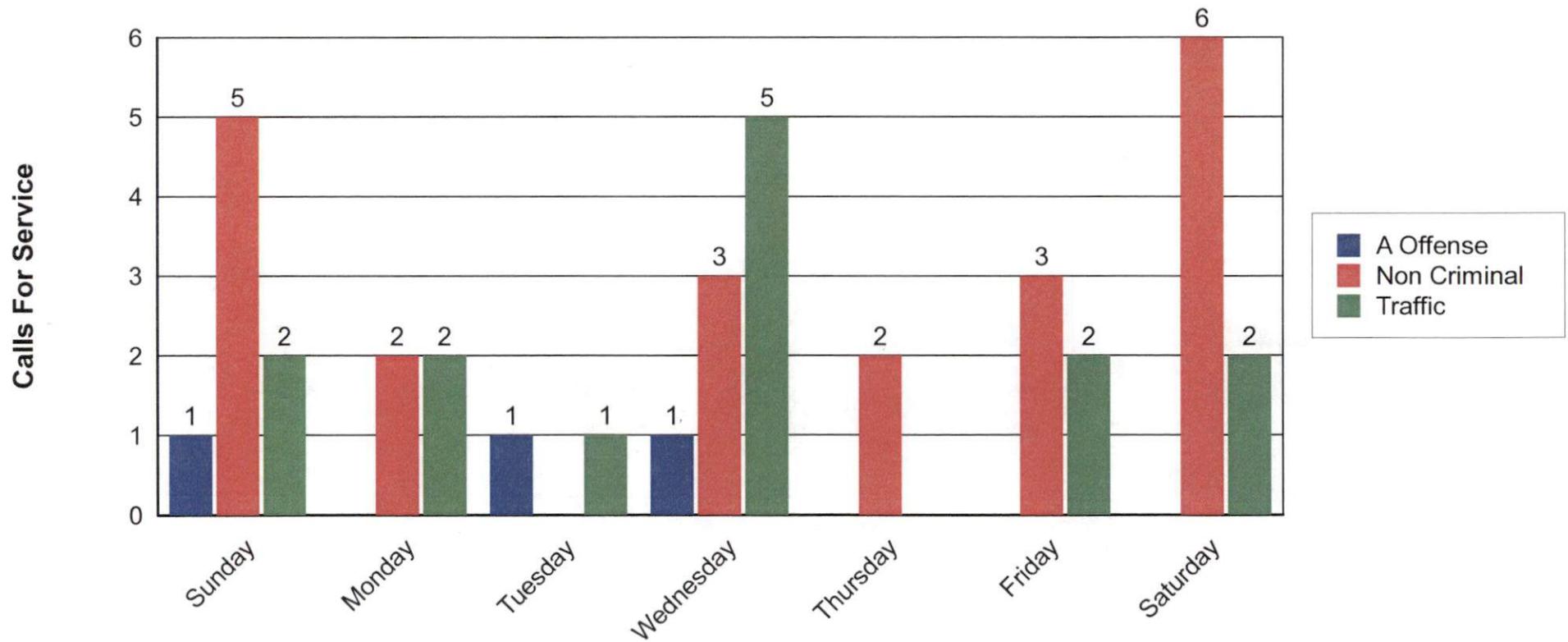
Total A Offense:	3
Total Non Criminal:	21
Total Traffic:	14
Total Administrative:	4

**Total Mayer City: 42**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
From: 2/1/2019 To: 2/28/2019

## Mayer City

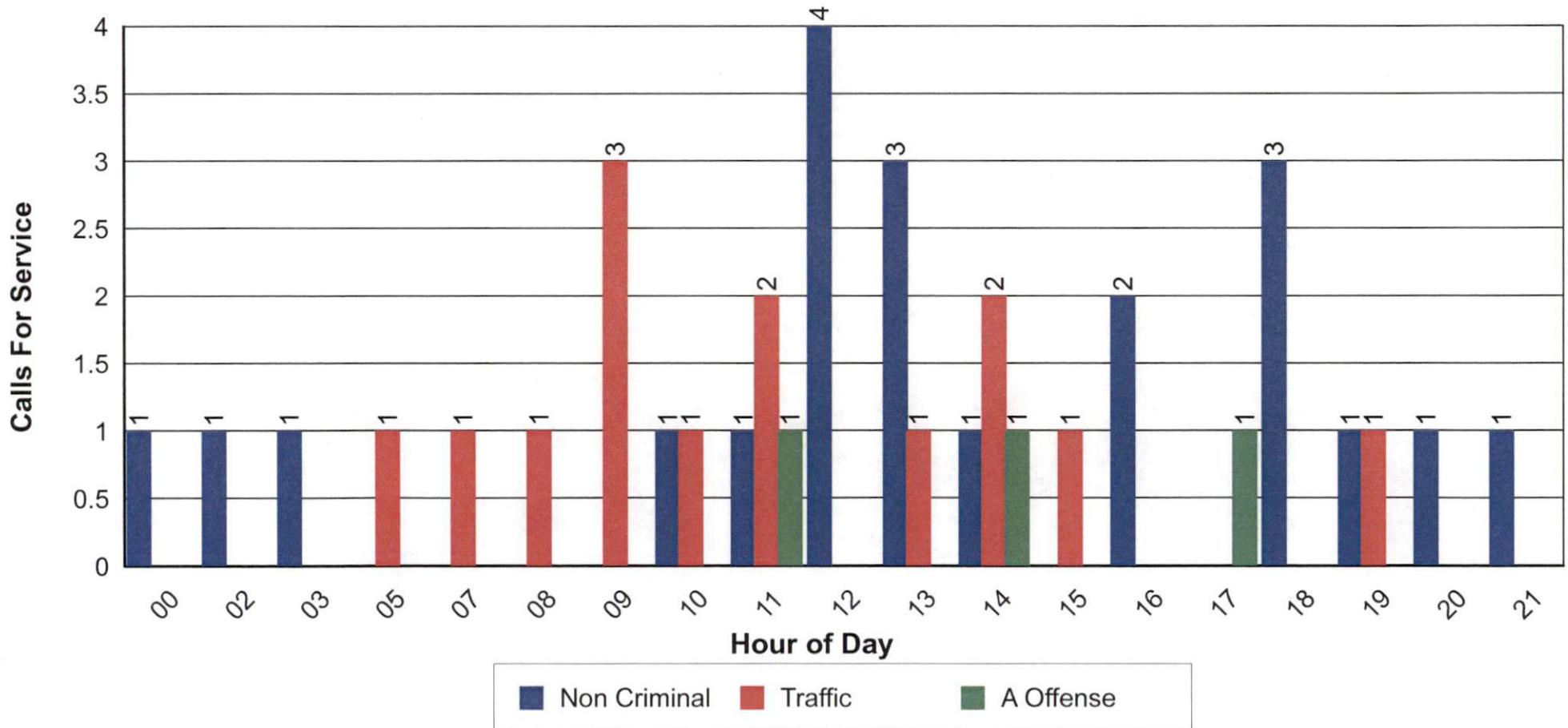


**Total Mayer City: 38**



**Carver County Sheriff's Office**  
**Hour of Day Analysis of Calls for Service**  
**Patrol Activity**  
**From: 2/1/2019 To: 2/28/2019**

# Mayer City



**Total Mayer City: 38**



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 2/1/2019 To: 2/28/2019**

## Mayer City

### Patrol

#### A Offense

Drug Violation	1
Theft	1
Fraud	1

**Total A Offense:** 3

#### Non Criminal

Misc Non-criminal	6
Unlock Vehicle/bldg	1
Domestic	1
Abuse/Neglect (Info Only)	1
Animal	2
Medical	3
Fire Call	1
Suspicious Activity	4
Disturbance (Info Only)	1
Child Custody Dispute	1

**Total Non Criminal:** 21

#### Traffic

Traffic - Misc	5
Traffic Stop	7
Pd Accident	1
Driving Complaint	1

**Total Traffic:** 14

**Total Patrol: 38**

### Administrative

#### Administrative

GunPermit-Acquire	2
GunPermit-CarryRenew	2

**Total Administrative:** 4

**Total Administrative: 4**

**Total Mayer City: 42**



**Carver County Sherff's Office**  
**Arrest Summary**  
**For: Mayer City**  
**From: 2/1/2019 To: 2/28/2019**

	Total Charges	Total Arrestees	Total Incidents
<b>Mayer City</b>			
35A - Drug/Narcotic Violations	1	1	1
Totals for Mayer City	1	1	1



# Carver County Sherff's Office

## Traffic Citation Summary

From: 2/1/2019 To: 2/28/2019

### Mayer City

Parking - All Other:	1
Seatbelt Violation:	1
Total Mayer City:	2



**Carver County Sheriff's Office  
Verbal Warnings  
From: 2/1/2019 to 2/28/2019**

**Mayer City**

Traffic Stop:	5
Grand Total Verbal Warnings:	5

NIBRS - Activity Codes

Activity Code	Descriptor	
<b>GROUP A</b>		
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

<b>GROUP B</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**

<b>NON CRIMINAL</b>		
<b>Code</b>	<b>Description</b>	
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

<b>TRAFFIC RELATED</b>		
<b>Code</b>	<b>Description</b>	
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**

<b>Code</b>	<b>Description</b>	
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



**BOLTON  
& MENK**

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Bolton-Menk.com

## MEMORANDUM

**Date:** March 20, 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 February billing period:

### **Miscellaneous Engineering**

Miscellaneous engineering included the following:

- Wetland banking documentation
- Mapping updates
- Attendance at a Public Works Committee Meeting

2.5 hours of time was provided at the City's reduced hourly, which resulted in a savings to the City of **\$267.50**.

### **Comprehensive Plan Support**

During the billing period, time was spent reviewing updated information from Carver County for the Transportation Plan.

### **Sanitary Sewer Improvements**

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

### **Mn/DOT Coordination**

During the billing period, time was spent providing Mn/DOT with right of way and easement documentation for the roundabout.



**To:** Mayor and Council Members

**From:** Kyle Kuntz

**Re:** Public Works Activities from February 22<sup>nd</sup> (2019) to March 21<sup>st</sup> (2019)

#### **Roads**

- Plowed and salted all roads when necessary
  - Called in Widmer Construction for snow removal services when needed
  - Widmer Construction haul snow from all city cal-de-sacs
  - Used the snow blower on all the curb lines to widen streets and to make room for more snow
- Cleared snow away from every storm drain in preparation of spring melt
- Started putting together a list of 2019 road repairs

#### **Parks**

- Plowed trails when necessary

#### **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
- Rebuilt wiper assembly for UV system
- Changed oil, tighten bolts, checked filters, greased, and cleaned all three aeration blowers
- Troubleshoot issues with traveling bridge filter tracking issues
- Called in to troubleshoot issues with influent lift station transducer
- Started getting ready for the 2019 disinfection season
  - Disinfected, leveled media, and inspected both traveling bridge filters
  - Cleaned all three clearwells
  - Installed UV system

#### **Lift Stations & Collection System**

- Started working on 2019 jetting and televising locations
- Diverted water away from manhole by sanitary lift station #3 that was taking in heavy inflow

#### **Miscellaneous**

- Attended City Council meeting on 3/11/19
- Attended public works meeting on 3/11/19
- Attended the MRWA conference in St. Cloud
- 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

#### **Equipment**

- Troubleshoot issues with bypass pump clutch
  - Took pump to Hydro Engineering to be repaired

# Administrative Report

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Mayor Dodge and Council,

**Republic Services** – I met with Republic Services last week for a quarterly update on the City. They provided information on garbage and recycling in the city and the trends. They provided me with some educational material that we will put in the upcoming newsletter. I also talked to them about the current contract and how we were not willing to amend the contract at this time for recycling.

**Laserfiche** – I made the decision to go with Laserfiche for digital documentation. I felt that both were equal in what they can offer. This was the less expensive option. Staff is working with the company to get hardware and software set up this week.

**Flooding Concerns** – The Mayor was able to attend a meeting at the Carver County on March 15, 2019 on flooding concerns. Public Works is monitoring the situation and making sure the melt and rainwaters are draining properly. I put some information out on social media for residents to contact the City with concerns.

**Agave Mexican Restaurant** – The City continues to work with Agave Mexican Restaurant on getting them the permits and licenses they need to open.

**USDA Loan – Fire Department – Preliminary Application** – Administrative Staff and Fire Department personnel are working on a preliminary application for a USDA loan to see if the City qualifies for a long-term loan for a new Fire Department.

**Park Commission – April 9 – Visioning Session** – Park Commission will be doing a visioning session for the parks on April 9, 2019 at 6:30 p.m. There will be discussion on future goals for the parks in Mayer.

**Fire Department Training** – I attended a Fire Department Educational Training on Monday, March 18, 2019 on issues impacting Fire Departments throughout the state and country. It is included topics like emotional wellbeing, physical wellbeing (preventing heart attacks and cancer).

**Fire Department Goals** – The Mayor and I sat down with the Fire Chief and Chief 2 to go over goals for 2019 for the Fire Department. There was good discussion on how to promote the department and recruitment in the future. There was also discussion on how the City can support the health of its firefighters. The City will also be reviewing the Fire Department policy handbook.

**Margaret McCallum**  
City Administrator

Date: March 11, 2019

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 02/28/19

**TOWNSHIP CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
02/27/19	0155	Waconia	Medical, 12855 Co Rd 32	12

**CITY OF MAYER CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
02/02/19	1850	Check for CO, 419 Bluejay Ave	13
02/03/19	1022	Medical, 2429 River Bend Trail	12
02/04/19	1355	Medical, 212 Ash Ave N #2	11
02/05/19	1132	Standby Watertown Fire Station	15
02/07/19	1209	Medical, 1251 Meadow Pkwy	12
02/15/19	0256	Medical, 145 Moring Dr	12
02/25/19	1232	Gas Leak, 2460 River Bend Trail	10

**FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 02/28/19**

02/04/19	Regular Meeting
02/11/19	Meeting with City
02/18/19	Training: EMR & Testing, Right-to-Know



## Request for Council Action Memorandum

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Item: Closing and Transferring Funds

Meeting Date: March 25, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To review closing and transferring funds.

### **Details:**

During the 2018 Audit, it was determined that some funds had the potential to be closed due to lack of use and need.

Those funds that have balances in them would be transferred to other accounts for future use. There was one account that had a negative balance that would be zeroed out with the use of funds from the General Fund.

The following transfers are proposed to close the following accounts:

Fund 400 (70<sup>th</sup> Street Improvement Fund) –

The balance of \$43,867.86 would be transferred to Fund 405, the Street Improvement Fund. It would then be closed.

Fund 215 (Fire Department FEMA Fund) –

The negative balance of \$9,985.66 would be paid off by transferring that amount from the Fund 100, General Fund. It would then be closed.

Fund 222 (Old School House Park) –

The balance of \$5,486.33 would be transferred to Fund 100, General Fund. It would then be closed.

### **FEMA –**

In 2014, it looks as though the City applied for a grant for FEMA Funds to be able to purchase equipment for the Fire Department.

In March, 2015 it looks as though the City applied for a grant for FEMA funds to be able to raise several manholes that attributed to the lift station previously flooding.

Currently, there is a negative balance of \$9,985.66 in that FEMA Account that has been carried over for the past 3 years.

While, I am not 100% certain, as I reviewed the records of FEMA money going in and out, it looks as though some of the items were miscoded and that is why the account is off.

**Additional Info –**

According to the City auditors, it looks as though the 215 (FEMA) fund had a positive balance of \$1,053 in December, 2014. During 2015, there was \$216,590 in intergovernmental revenue and \$3 in interest in the account. In 2015, there was \$227,365 in capital outlay expenditures for public safety, causing a deficiency of \$10,772. The end result, bringing the fund balance for December 2015 to \$9,719.

After further review and discussion with the City Auditor, we were able to get additional fund detail of the expenditures for FEMA. Upon the additional analysis, it is still uncertain as to if the city expenses more than the grant or if an additional receivable was not allocated.

**Attachments:**

Resolution 3-25-19-16

Account Coding Information

**RESOLUTION NO. 3-25-19-16  
CITY OF MAYER**

**RESOLUTION CLOSING FUND 400 AND TRANSFERRING FUND BALANCE TO  
GENERAL FUND 405 STREET IMPROVEMENT FUND.  
CLOSING FUND 222 AND TRANSFERRING FUND BALANCE TO GENERAL FUND 100.  
CLOSING FUND 215 AND PAYING THE DEFICIT FROM THE GENERAL FUND 100.**

It is hereby resolved by the City of Mayer, Minnesota that:

**WHEREAS**, the City held an account, Fund 400, for the 70<sup>th</sup> Street Improvement Fund; and

**WHEREAS**, there is a balance of \$43,867.86; and

**THEREFORE**, Staff would recommend transferring the balance of the fund 400 to fund 405 (Street Improvement Fund) in the amount of \$43,967.86 and closing the fund.

**WHEREAS**, the City held an account, Fund 215, for a Fire Department FEMA Grant, and

**WHEREAS**, the balance is currently -\$9,985.66; and

**THEREFORE**, Staff would recommend closing the account by transferring funds from the General Fund 100 in the amount of \$9,985.66 to close the account.

**WHEREAS**, the City held an account, Fund 222, for Old School House Park, and

**WHEREAS**, the balance is currently \$5,486.33; and

**THEREFORE**, Staff would recommend transferring the balance of fund 222 to fund 100 (General Fund) in the amount of \$5,486.33 and closing the account.

**BE IT RESOLVED**, that the Mayer City Council does hereby approve these transfers listed above.

Adopted this 11th day of March, 2019.

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Mike Dodge, Mayor

Attest:

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Margaret McCallum, City Administrator

	2015	2016	venodor	Description	Batch Name
<b>Revenue</b>					
R 215-42260-33160 Other Federal Grants	(\$18,269.00)		FEMA	PAY REQUEST #2 2013 FEMA GRANT	07/21/15FEMA
R 215-42260-33160 Other Federal Grants	(\$160,711.00)			2015 JE ADJ CODING OF FEMA MONIES & EXPEND.	2015JE ADJ
R 215-42260-33160 Other Federal Grants	(\$37,610.00)			2015 JE ADJ TO RECORD 2016 A/R	2015JE ADJ
		(\$5,971.00)	FEMA	FEMA GRANT TRANSFER TO CKG PAY REQUEST #2 2014	05/10/16FEMA
<b>Total</b>	<b>(\$216,590.00)</b>	<b>(\$5,971.00)</b>			
<b>Expense</b>					
E 215-42200-500 Capital Outlay (GENERAL)	\$39,589.33		ALEX AIR APPARATUS, INC.	TELECRIB STRUT KIT; HURST TOOLS, VETTER & EQUIP, CRIB CHOCKS - FEMA GRANT	12/28/15 PAY
E 215-42260-580 New Equipment	\$4,206.09		EMERGENCY RESPONSE SOLUTIONS	RESCUEAIRE ii, FACE PIECE ACCESSORIES - FEMA GRANT	07/13/15 PAY
E 215-42260-580 New Equipment	\$4,040.46		EMERGENCY RESPONSE SOLUTIONS	TWO SETS TURN OUT GEAR - FEMA GRANT	07/13/15 PAY
E 215-42260-580 New Equipment	\$179,529.00			2015 JE ADJ CODING OF FEMA MONIES & EXPEND.	2015JE ADJ
E 215-42260-580 New Equipment		\$6,099.00	MOTOROLA SOLUTIONS, INC.	2014 FEMA GRANT -O 2 PORTABLE 800 MGZ	
	<u>\$227,364.88</u>	<u>\$6,099.00</u>			
expense in excess of revenue	<u>\$10,774.88</u>	<u>\$128.00</u>			

## **Request for Council Action Memorandum**

Item: City Hall Generator – Carverlink

Meeting Date: March 25, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

A review and discuss a generator at City Hall provided by Carverlink.

### **Details:**

Carverlink is looking at the installation of a generator by Midwest Generator that would provide backup to their hardware if necessary.

Their contribution to the generator is \$13,800.

They offered to install a larger generator that would be large enough to power the entire City Hall in the case of an emergency. The cost of the larger generator is \$23,800. They would cover the first \$13,800 and the City would pick up the remaining \$10,000. Carverlink would pay the full \$23,800 price for the generator and install it. The City would only get billed for the \$10,000 when installation is completed.

Carverlink has done this in six other communities who were interested as well.

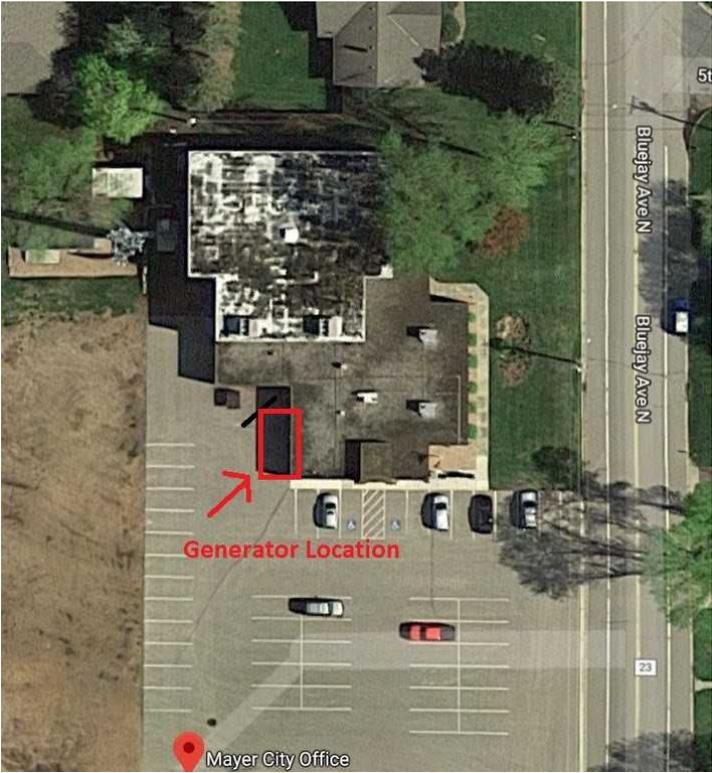
The benefits would be that the entire City Hall would be on a backup generator in the case of an emergency. City Hall is a location identified as an emergency shelter in the case of an emergency.

Midwest would enter the City of Mayer in as the owner for the warranty.

Carverlink will give the generator to the City. We would be responsible for future maintenance.

The generator would have a 5 year warranty and 2 years of included maintenance. Going with Midwest Generator to do yearly maintenance would be around \$500 per year. Otherwise, public works could purchase the kit for about \$175 and do it themselves.

The proposed location would be on the west side of the front of the building on a 3 foot wide and 6.5 foot long space. A concrete pad would be poured.



**Attachments:**

Generator Specifications – RG038 – 38 kW 60Hz Unit

# Protector® QS Series

# GENERAC®

## PROTECTOR® QS SERIES Standby Generators Liquid-Cooled Gaseous Engine

### INCLUDES:

- Two-Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French/Portuguese) with external viewing window for easy indication of generator status and breaker position.
- True Power™ Electrical Technology
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- ±1% Voltage Regulation
- Natural Gas or LP Operation
- 5 Year Limited Warranty
- UL 2200 Listed
- Capability to be installed within 18" (457) mm of a building\*

\*Only if located away from doors, windows, and fresh air intakes, and unless otherwise directed by local codes.

### Standby Power Rating

- Model RG022 (Aluminum - Bisque) - 22 kW 60 Hz
- Model RG027 (Aluminum - Bisque) - 27 kW 60 Hz
- Model RG032 (Aluminum - Bisque) - 32 kW 60 Hz
- Model RG038 (Aluminum - Bisque) - 38 kW 60 Hz
- Model RG048 (Aluminum - Bisque) - 48 kW 60 Hz



QUIET-TEST™

\*Assembled in the USA using domestic and foreign parts

Meets EPA Emission Regulations  
22 & 27 kW are CA/MA emissions compliant  
32 & 38 kW not for sale in CA / MA

## FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **TEST CRITERIA:**
  - ✓ PROTOTYPE TESTED
  - ✓ SYSTEM TORSIONAL TESTED
  - ✓ NEMA MG1-22 EVALUATION
  - ✓ MOTOR STARTING ABILITY
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

# GENERAC®



## 22 • 27 • 32 • 38 • 48 kW

## GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H (22 & 27 kW) or F (32, 38 & 48 kW)
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire
Bearings	Sealed Ball
Coupling	Flexible Disc
Excitation System	Direct

## VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

## GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

## ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 30 Amp
Static Battery Charger	2.5 Amp
Recommended Battery (battery not included)	Group 26 (22, 27, 32 & 38 kW) or Group 24F (48 kW), 525CCA
System Voltage	12 Volts

## GENERATOR FEATURES

<p>Revolving field heavy duty generator Directly connected to the engine Operating temperature rise 120 °C above a 40 °C ambient Class H insulation is NEMA rated Class F insulation is NEMA rated All models fully prototyped tested</p>
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## ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

## ENGINE SPECIFICATIONS: 22, 27, 32 &amp; 38 kW

Make	Generac
Model	In-line
Cylinders	4
Displacement (Liters)	2.4
Bore (in/mm)	3.41/86.5
Stroke (in/mm)	3.94/100
Compression Ratio	9.5:1
Intake Air System	Naturally Aspirated (22 & 27 kW) or Turbocharged/Aftercooled (32 & 38 kW)
Lifter Type	Hydraulic

## ENGINE SPECIFICATIONS: 48 kW

Make	Generac
Model	V-Type
Cylinders	8
Displacement (Liters)	5.4
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

## ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	4/3.8 (22, 27, 32 & 38 kW) or 6/5.7 (48 kW)

## ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	1980 - 22 & 27 kW 1500 - 32 & 38 kW 1954 - 48 kW
Fan Diameter (in/mm)	18.1/459.7 (22 & 27 kW) or 22/558.8 (32, 38 & 48 kW)
Fan Mode	Pusher (22 & 27 kW) or Puller (32, 38 & 48 kW)

## FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	5-14" water column/9-26 mm HG
LP Fuel Pressure	11 - 14" Water Column
NG Fuel Pressure	5 - 14" Water Column

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

22 • 27 • 32 • 38 • 48 kW

### GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
RG022	120/240 V, 1Ø, 1.0 pf	22	92	22	92	100
	120/208 V, 3Ø, 0.8 pf	22	76	22	76	80
	120/240 V, 3Ø, 0.8 pf	22	66	22	66	80
RG027	120/240 V, 1Ø, 1.0 pf	27	113	25	104	125
	120/208 V, 3Ø, 0.8 pf	27	94	25	87	100
	120/240 V, 3Ø, 0.8 pf	27	81	25	75	90
RG032	120/240 V, 1Ø, 1.0 pf	32	133	32	133	150
	120/208 V, 3Ø, 0.8 pf	32	111	32	111	125
	120/240 V, 3Ø, 0.8 pf	32	96	32	96	100
	277/480 V, 3Ø, 0.8 pf	32	48	32	48	60
RG038	120/240 V, 1Ø, 1.0 pf	38	158	38	158	175
	120/208 V, 3Ø, 0.8 pf	38	132	38	132	150
	120/240 V, 3Ø, 0.8 pf	38	114	38	114	125
	277/480 V, 3Ø, 0.8 pf	38	57	38	57	60
RG048	120/240 V, 1Ø, 1.0 pf	48	200	48	200	200
	120/208 V, 3Ø, 0.8 pf	48	167	48	167	175
	120/240 V, 3Ø, 0.8 pf	48	144	48	144	150
	277/480 V, 3Ø, 0.8 pf	48	72	48	72	80

### SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
RG022	120/240 V, 1Ø	55	135
	120/208 V, 3Ø	40	92
	120/240 V, 3Ø	35	80
RG027	120/240 V, 1Ø	62	170
	120/208 V, 3Ø	70	120
	120/240 V, 3Ø	61	103
RG032	120/240 V, 1Ø	75	180
	120/208 V, 3Ø	87	210
	120/240 V, 3Ø	75	182
	277/480 V, 3Ø	36	87
RG038	120/240 V, 1Ø	75	180
	120/208 V, 3Ø	87	210
	120/240 V, 3Ø	75	182
	277/480 V, 3Ø	36	87
RG048	120/240 V, 1Ø	85	195
	120/208 V, 3Ø	90	218
	120/240 V, 3Ø	78	189
	277/480 V, 3Ø	36	87

### ENGINE FUEL CONSUMPTION

		Natural Gas		Propane		
		(ft³/hr)	(m³/hr)	(gal/hr)	(l/hr)	(ft³/hr)
RG022	Exercise cycle	42	1.2	0.44	1.7	16
	25% of rated load	100	2.8	1.1	4.2	40
	50% of rated load	190	5.4	2.1	7.8	75
	75% of rated load	255	7.2	2.8	10.5	101
	100% of rated load	316	9	3.4	13	125
RG027	Exercise cycle	42	1.2	0.44	1.7	16
	25% of rated load	108	3.1	1.2	4.5	43
	50% of rated load	197	5.6	2.1	8.1	78
	75% of rated load	287	8.2	3.1	11.8	114
	100% of rated load	359	10.2	3.9	14.8	143
RG032	Exercise cycle	79	2.2	0.8	3.2	30
	25% of rated load	144	4.1	1.7	6.3	60
	50% of rated load	226	6.4	2.7	10.3	97
	75% of rated load	298	8.4	3.7	13.9	132
	100% of rated load	375	10.6	4.6	17.5	166
RG038	Exercise cycle	83	2.3	0.9	3.2	31
	25% of rated load	162	4.6	1.7	6.6	62
	50% of rated load	255	7.2	2.9	10.8	103
	75% of rated load	345	9.8	4	15	142
	100% of rated load	437	12.4	5.2	19	185
RG048	Exercise cycle	95	2.7	1	3.9	38
	25% of rated load	204	5.8	2.16	8.5	82
	50% of rated load	392	11.1	4.14	15.7	151
	75% of rated load	547	15.5	5.8	22.8	220
	100% of rated load	756	21.5	7.96	31.3	302

Note: **Fuel pipe must be sized for full load.**

For Btu content, multiply ft³/hr x 2520 (LP) or ft³/hr x 1000 (NG)

For megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG)

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

## 22 • 27 • 32 • 38 • 48 kW

## operating data

### ENGINE COOLING

	22 kW	27 kW	32 & 38 kW	48 kW
Air flow (inlet air including alternator and combustion air in cfm/cmm)	2400/68	2400/68	2200/62.3	4350/123.2
System coolant capacity (gal/liters)	2.5/9.5	2.5/9.5	2.5/9.5	3/11.4
Heat rejection to coolant (BTU per hr/MJ per hr)	99,000/104.5	105,000/110.8	145,000/153	186,000/196.2
Maximum operation air temperature on radiator (°C/°F)	60/150			
Maximum ambient temperature (°C/°F)	50/140			

### COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	68/1.9	68/1.9	106/3	163/4.6
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### SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	61	61	58	63
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	70	70	64	68

\*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

### EXHAUST

Exhaust flow at rated output (cfm/cmm)	165/4.7	180/5.1	300/8.5	414/11.7
Exhaust temperature at muffler outlet (°C/°F)	482/900	538/1000	579/1075	552/1025

### ENGINE PARAMETERS

Rated Synchronous rpm	1800
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### POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration .....	3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (22, 27 & 48 kW) .....	1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft
Altitude Deration (32 & 38 kW) .....	1% for every 100 m above 915 m or 3% for every 1000 ft above 3000 ft

### CONTROLLER FEATURES

Two-Line Plain Text LCD Display .....	Simple user interface for ease of operation.
Mode Switch: Auto .....	Automatic Start on Utility failure. 7 day exerciser
Off .....	Stops unit. Power is removed. Control and charger still operate.
Manual .....	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10-30 seconds .....	10 sec standard
Engine Start Sequence .....	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up .....	5 sec
Engine Cool-Down .....	1 min
Starter Lock-out .....	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger .....	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection .....	Standard
Automatic Low Oil Pressure Shutdown .....	Standard
Overspeed Shutdown .....	Standard, 72 Hz
High Temperature Shutdown .....	Standard
Overcrank Protection .....	Standard
Safety Fused .....	Standard
Failure to Transfer Protection .....	Standard
Low Battery Protection .....	Standard
50 Event Run Log .....	Standard
Future Set Capable Exerciser .....	Standard
Incorrect Wiring Protection .....	Standard
Internal Fault Protection .....	Standard
Common External Fault Capability .....	Standard
Governor Failure Protection .....	Standard

## WORK SESSION STAFF REPORT

**Date:** March 5, 2019  
**To:** City Council  
**From:** Timothy A. Sullivan  
**Re:** Tower Lease—Second Amended Offer of 20-year Lease Extension

### **Background**

The City Council previously discussed the tower lease issue at the June 25, 2018 work session and the August 13, 2018 meeting. The last offer from Tower Alliance was for an extension of 20-years with a \$35,000 signing bonus. Per the instructions of the City Council, the City Attorney informed the representative of the tenant that the City would consider a 15-year lease extension with a \$35,000 signing bonus. Tower Alliance responded that they would get back to the City near the end of the calendar year.

### **Second Amended Offer to Extend Term of Amended Lease**

Tower Alliance contacted the City Attorney on February 28, 2019 and tendered the following amended proposal: 1) extending the term of the amended lease four additional 5-year terms (a total of 20 years); and 2) a signing bonus of \$40,000. This second amended proposal keeps the same lease term but increases the signing bonus from \$35,000 to \$40,000.

### **Options Available to the City**

1. Accept the offered amended lease extension.
2. Do nothing.
3. Negotiate.

### **Staff Analysis**

Tower Alliance appears unwilling to a lease extension of less than 20 years. While Tower Alliance has increased the signing bonus by \$5,000, it is unclear whether they are willing to go higher.

As previously discussed, there does not appear to be any pressing or immediate need to modify the terms of the Amended Lease, which does not expire until the end of 2034.

If the City does nothing, it will likely continue to collect rent under the terms of the Amended Lease through 2034.

However, the terms of the amended offer are more favorable to the City than the amended offer. The longer lease term could also make the tower more marketable to sub-tenants, which is the reason stated by the tenant for seeking an extension. Additional sub-tenants and/or higher rents would result in additional rent income for the City, as the City receives 25% of sub-rent.

Attempting to negotiate further could result in a larger signing bonus, however there is no way to know whether that will happen or whether this is the best offer the City will receive at this time. The City Attorney advises moving forward with the second amended proposal.

### **Council Direction**

None required; discussion only. If the City Council recommends moving forward, an agreement will be drafted and presented for consideration at a future City Council meeting.



## Memorandum

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Item: Tower Income

Meeting Date: July 23, 2018

Presented By: Margaret McCallum, City Administrator

### Details:

The original lease agreement was signed in 2000 between the City of Mayer and Verizon Wireless for the location at 413 Bluejay Avenue.

Verizon agreed to pay \$6,600 for the initial year (2000), “which shall be increased each year on January 1<sup>st</sup> by five percent (5%).

An amendment to the original lease agreement was made in 2008. They asked for asked for additional land coverage that would commence on January 1, 2009. Verizon agreed to add \$6,000 per year in rent with an increase of three percent (3%) each year. In addition, subtenant rent would be divided between the landlord (the City) and Verizon at a rate of 25% and 75%.

AT&T – \$597.87/month	= \$7,174.44
T-Mobile - \$581.07/month	= \$6,972.84
American Tower (per Verizon) - \$20,551.75	= \$20,551.75
<b>Current Total</b>	<b>= \$34,699.03/year</b>

The most current amended offer would be a signing bonus of \$35,000 (from \$20,000) to extend the lease for 20 years. It would be about \$1,750.00 extra per year for the lease.

### Attachments:

Additional City Attorney memo from the July 9, 2018 City Council meeting.

**SITE LEASE AGREEMENT**

THIS SITE LEASE AGREEMENT ("Lease") made this 24 day of July, 2000 between the City of Mayer ("Landlord"), and Qwest Wireless, L.L.C., a Delaware limited liability company, organized and existing under the laws of Delaware ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. Leased Premises.

Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord an 18 foot by 24 foot (432 square feet) parcel in the northwest corner of Landlord's property, located at 413 Bluejay Avenue, Mayer, Carver County, State of Minnesota, legally described in **Exhibit A** attached hereto, subject to any and all existing easements, together with a non-exclusive easement for reasonable access thereto and for adequate utility services, including sources of electric and telephone facilities ("Leased Premises").

2. Rent.

(a) Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of Six Thousand Six Hundred Dollars ( \$ 6,600.00) for the initial year, which shall be increased each year on January 1 by five percent (5%) of the previous year's annualized rental.

*\$ 7276.50 - 2002*

(b) Time of Payment, Taxes. Landlord shall communicate all rental increases to the Tenant in writing by the preceding December 1 of each year. Failure of Landlord to make such communication shall not in any way affect the requirement of the Tenant to pay the amount of rent and taxes when due and required by this Lease. The annual rental shall be paid before January 1 of each year. For the first year, the rent shall be pro rated through December 31 and shall be paid to Landlord in full at the time this Lease is executed. If the Tenant does not meet the requirements referenced in Subparagraph 3 (a) below by ninety (90) days from the date of execution of this Lease, and Tenant has pursued such requirements, Landlord shall refund the Tenant rental payment made at the time of Lease execution and this Lease shall terminate. In addition to the annual rental, Tenant agrees to timely pay its prorata share of any taxes or payment in lieu of taxes required as a result of this Lease.

3. Governmental Approval Contingency.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the studies specified in subparagraph 3(b) below. Landlord shall cooperate with Tenant in its efforts to

obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) Interference Study. Before obtaining a building permit, Tenant must pay for the reasonable cost of (i) a radio frequency interference study carried out by an independent and qualified professional selected by the Landlord showing that Tenant's intended use will not interfere with any existing communications facilities. If the study finds that there is a potential for interference that cannot be reasonably remedied, Landlord may terminate this Lease immediately and refund the initial rental to Tenant.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for any rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt. Except as required under Subparagraph 11(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

#### 4. Term and Renewals.

The "Initial Term" of this Lease shall commence on the date in the first paragraph of this Lease ("Effective Date") and end on December 31 of the tenth (10th) calendar year of the Lease. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for two (2) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice provided in accordance with Paragraph 18 of this Lease.

Notwithstanding any renewals or termination of this Lease, rent shall always, as a minimum, be payable through the date that Tenant has removed all of its antenna facilities and equipment from the premises and the site has been restored for use by the Landlord as required by paragraph 11(d).

#### 5. Tenant's Use.

(a) User Priority. Tenant is priority user.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility, equipment, cabinets and an accessory building, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. Tenant's communications antenna facility shall consist of a monopole-type structure with antennas, along with cables and appurtenances connected to an accessory building or cabinet located on the Leased Premises ("Antenna Facilities"). Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

(c) Construction. Tenant may erect and operate a monopole structure with an antenna array in accordance with its submitted application, and base station equipment placement, attached as Exhibit B. The total number of antennas shall not exceed nine (9).

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices, subject to all applicable FCC rules and regulations. Any damage done to the Leased Premises or other Landlord property by Tenant, its agents, contractors, invitees and/or employees including the Structure during the installation or during operations, shall be repaired at Tenant's expense within thirty (30) days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant.

(e) Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair.

(f) Replacements. Within thirty (30) days after the Tenant updates or replaces the Antenna Facilities, Tenant shall notify and provide detailed plans and specifications to Landlord. Tenant shall submit to Landlord detailed plans and specifications for any such replacement facilities and any other information reasonably requested by Landlord of such requested update or replacement, including, but not limited to, a technical study, carried out at Tenant's expense.

(g) Drawings. Tenant shall provide Landlord with as-built drawings or the equipment and improvements installed on the Leased Premises, which show the actual locations. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property and antenna facilities actually placed on the Lease Premises.

(h) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of Landlord.

(i) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities.

(j) Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

6. Emergency Facilities.

In the event of a natural or man made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from the Landlord, which shall not be unreasonably withheld.

7. Additional Maintenance Expenses.

Upon notice from Landlord. Tenant shall promptly pay to Landlord all additional Landlord expenses incurred in maintaining access to the Leased Premises.

8. Defense and Indemnification.

(a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease, except those which arise solely from the negligence, willful misconduct, or other fault of Landlord. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Antenna Facilities, equipment and related facilities on the Leased Premises.

(b) Hazardous Materials. Without limiting the scope of Subparagraph 8(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises directly caused by Tenant's use of Hazardous Materials. For purposes of this Lease. "Hazardous Materials shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord agrees that it will be solely responsible for and will defend, indemnify and hold Tenant, its agents and employees harmless from any and all claims, cost and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises, or the Property; provided that this provision shall not apply to and Landlord shall not indemnify

Tenant for costs and liabilities arising from the negligence, willful misconduct or other fault of Tenant.

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. Landlord hereby acknowledges Tenant's use of sealed batteries for emergency electrical back-up and small quantities of cleaning products ordinarily used by commercial businesses. The obligations of this Paragraph 8 shall survive the expiration or other termination of this Lease.

9. Insurance.

(a) Workers Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employees Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease. policy limit, and \$500,000 Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage - broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction is completed.

(c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverages afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory minimum coverages for personal injury protection, uninsured motorists and underinsured motorists coverages.

(d) Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

(e) Adjustment to Insurance Coverage Limits. The coverage limits set forth herein shall be increased at any time during the term of the Agreement to meet the minimum coverages as determined by the State of Minnesota. Tenant shall provide a Certificate of Insurance prior to any Renewal Term.

(g) Additional Insured - Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A+ or better), licensed to do business in the State of Minnesota which includes all coverages required in this Paragraph 9. If any of the following occur (i) Qwest Wireless assigns its rights under the Lease; (ii) all or substantially all of the assets or outstanding stock of Qwest Wireless is acquired by a third party; or (iii) Qwest Wireless no longer has a captive self insurance program, Landlord may require that the certificate of insurance be issued by an insurance company with a Best's A+ rating. Tenant will name the Landlord as an Additional Insured on the General liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to the Landlord.

10. Damage or Destruction.

If the Leased Premises are destroyed or damaged so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease because of damage or destruction, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of the expiration of the 30 day notice or subsequent to the date Tenant has removed all of its antenna facilities from the premises and the site has been restored for use by the Landlord as required by paragraph 11(d), whichever is later.

11. Lease Termination.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business;

(iii) by Tenant for cause if the Leased Premises is or becomes unacceptable for technological reasons such as RF plan, shadowing or interference or for any other technological reason, under the Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;

(iv) by Landlord, if its City Council decides, for any reason, to develop the Leased Premises. In such event Landlord shall provide 12 months written notice to Tenant.

(b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. If this Lease is terminated for any reason outlined in this Paragraph 12, any prepaid rent will be refunded on a prorate basis. The date for the calculation of such refund shall be the date that Tenant has removed all of its antenna facilities from the premises and the site has been restored for use by the Landlord as required by Paragraph 11(d).

(c) Tenant's Liability for Early Termination. If Tenant terminates this Lease other than as provided in this Lease, Tenant shall pay to Landlord as liquidated damages for early termination, one hundred fifty (150%) percent of the annual rent for the year in which Tenant terminates, unless Tenant terminates during the last year of any Term under Paragraph 3 and Tenant has paid the annual rental for that year.

(d) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to remove its Antenna Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Site, to the condition existing on the Effective Date, except for normal wear and tear and damage by the elements.

## 12. Limitation of Landlord's Liability.

If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value

of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

13. Temporary Interruptions of Service.

If the Federal Government determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents and except if Landlord's determination is found by a court of competent jurisdiction to have been negligent or inaccurate. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

14. Condemnation.

In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, antenna facilities, and leasehold improvements.

15. Assignment.

This Lease, and rights thereunder, may be sold, assigned, or transferred at any time by Tenant to Tenant's parent, affiliates, subsidiaries or any entity which acquires substantially all of the assets of Tenant, without notice to or the consent of Landlord. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld or delayed. For purposes of this paragraph, an "affiliate" or "subsidiary" means an entity which directly or indirectly controls or is controlled by Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing to Tenant

16. Subleasing - Co-location.

In the event tenant subleases any portion of the site for the purposes of co-location by another telecommunications company utilizing a portion of the Site, Tenant shall pay fifty (50%) percent of the income from any such Sublessee to the Landlord, unless the Sublessee makes a direct leasing agreement with the Landlord for ground space. In the event Sublessee makes a direct leasing agreement with the Landlord for ground space and a separate Agreement with Tenant for tower space, Tenant shall not be obligated to pay Landlord any of the income received from the Sublessee.

17. Disputes.

Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises is located. Arbitration shall be the exclusive remedy of the parties.

18. Enforcement and Attorney's Fees.

In the event that either party to this Lease shall bring a claim in arbitration to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

19. Notices.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to:

City of Mayer  
Attn: Clerk-Treasurer  
413 Bluejay Avenue  
P.O. Box 102  
Mayer, MN 55360

If to Tenant, to:

Qwest Wireless, L.L.C.  
C/O Qwest Communications Real Estate Services  
Attn: PSL Manager/Wireless  
8200 East Belleview, Suite 500  
Greenwood Village, CO 80111

with a copy to:

Qwest Wireless L.L.C.  
Attn: Regional Real Estate Manager  
426 North Fairview Avenue, Suite 101  
St Paul, MN 55104

20. Authority.

Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

21. Binding Effect.

This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

22. Complete Lease; Amendments.

This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

23. Governing Law.

This Lease shall be construed in accordance with the laws of the State of Minnesota.

24. Severability.

If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

25. Memorandum. Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties which may be recorded by the party requesting the Memorandum of Lease.

Attach Exhibit A - Site Description and Exhibit B - Monopole Plan

IN WITNESS WHEREOF, this agreement has been executed as of the day and year first above written.

LANDLORD:

CITY OF MAYER

By: *Gerald W. Thomas*  
Gerald W. Thomas, Mayor

ATTEST:

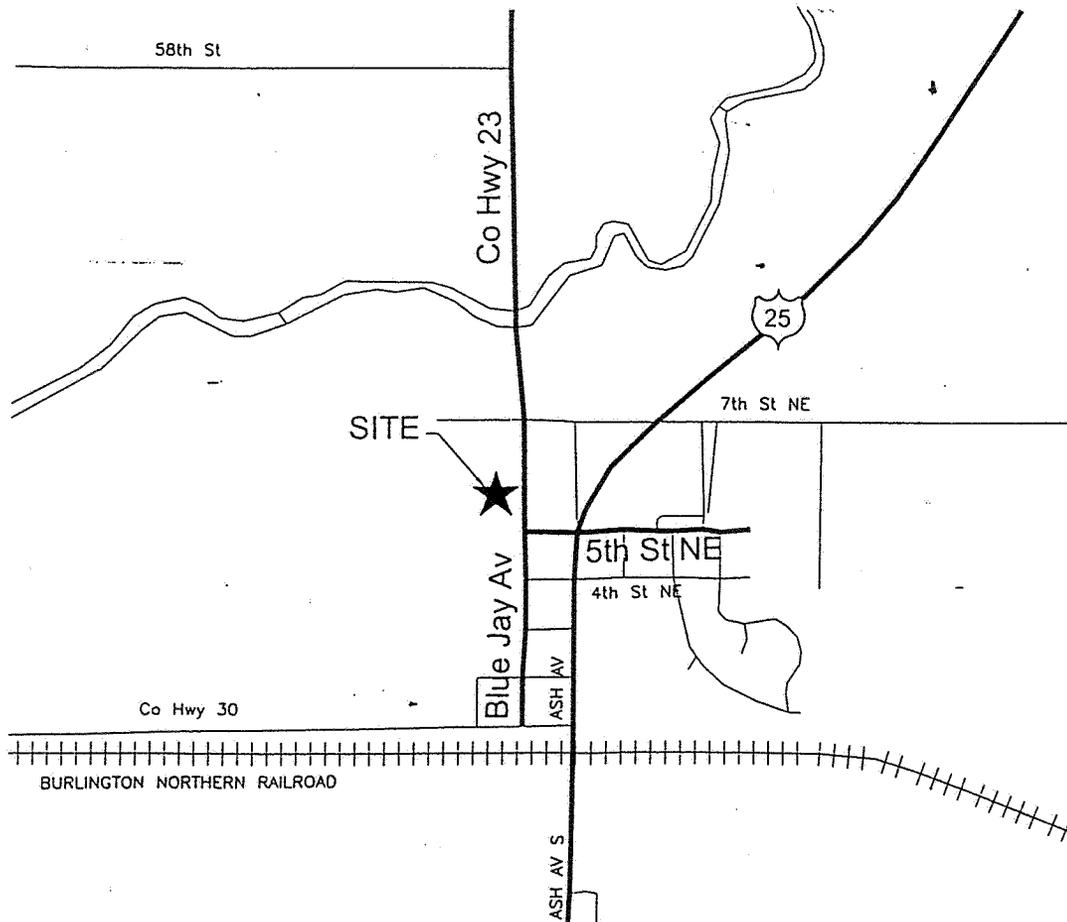
*Lois A. Maetzold*  
Lois A. Maetzold, Clerk-Treasurer

TENANT:

Qwest Wireless, L.L.C., a  
Delaware limited liability company

By: *Scott Sommer*  
Its: VP-Operations & Engineering





 VICINITY MAP  
 SCALE: NONE



NO.	DATE	REVISIONS	BY	CHECKED	DATE
△		ISSUE			
△		RELEASE FOR BIDDING			
△					
△					
△					
△					

**USWEST**

**EXHIBIT "B"**

SITE INFORMATION

413 BLUE JAY AVENUE  
MAYER, MN  
MIN-472

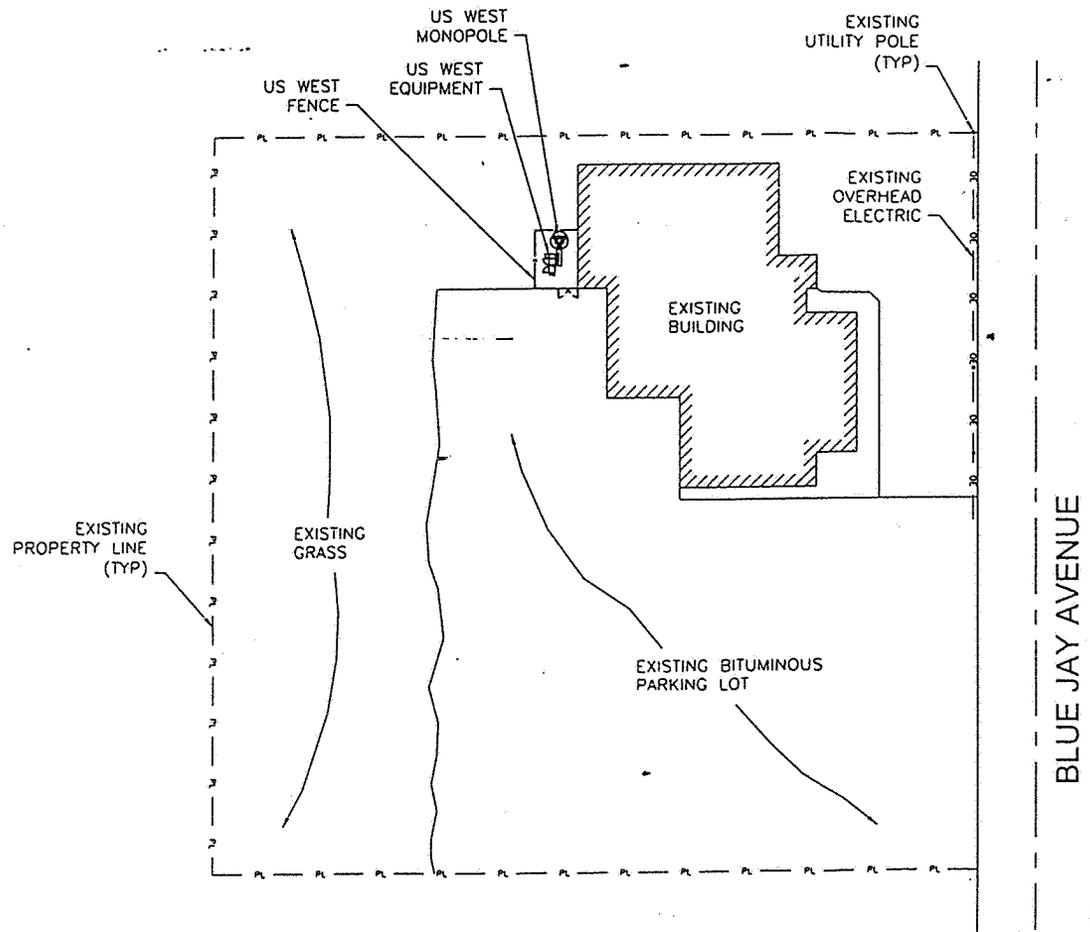
DESIGN TYPE

MONOPOLE MOUNTED  
ANTENNAS AND OUTDOOR  
EQUIPMENT

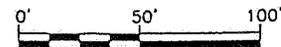
SHEET TITLE

VICINITY MAP

SHEET NUMBER	REV
Z-2	0



○ SITE PLAN  
SCALE: 1"=50'-0"



NO.	DATE	REVISIONS	BY	CHKD	APPLD
1		ISSUE FOR PERMITS	SP	AM	
2					
3					
4					
5					

**USWEST**

**EXHIBIT "B"**

SITE INFORMATION

413 BLUE JAY AVENUE  
MAYER, MN  
MIN-472

DESIGN TYPE

MONOPOLE MOUNTED  
ANTENNAS AND OUTDOOR  
EQUIPMENT

SHEET TITLE

SITE PLAN

SHEET NUMBER

Z-3

REV

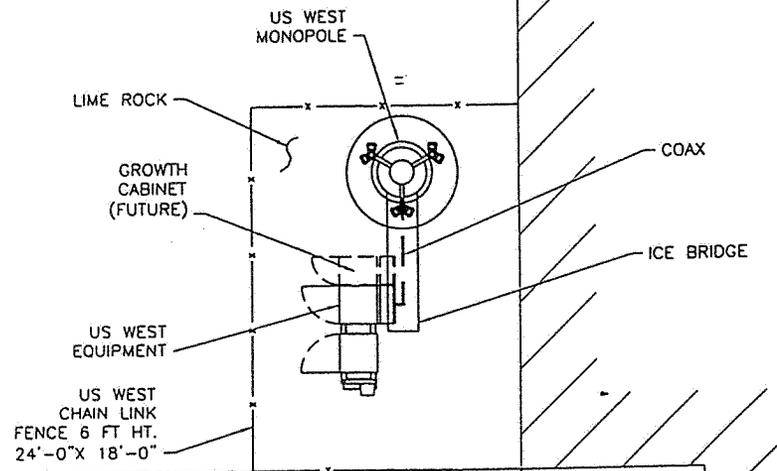
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PLAT DATE: 27 JUNE 2000



NO.	DATE	REVISIONS	BY	CHECKED
1		ISSUE FOR PERMITS		
2				
3				
4				
5				

EXISTING GRASS AREA



EXISTING BUILDING

EXISTING BITUMINOUS PARKING AREA



ENLARGED SITE PLAN  
SCALE: 1/8"=1'-0"



EXHIBIT "B"

SITE INFORMATION

413 BLUE JAY AVENUE  
MAYER, MN  
MIN-472

DESIGN TYPE

MONOPOLE MOUNTED  
ANTENNAS AND OUTDOOR  
EQUIPMENT

SHEET TITLE

ENLARGED SITE PLAN

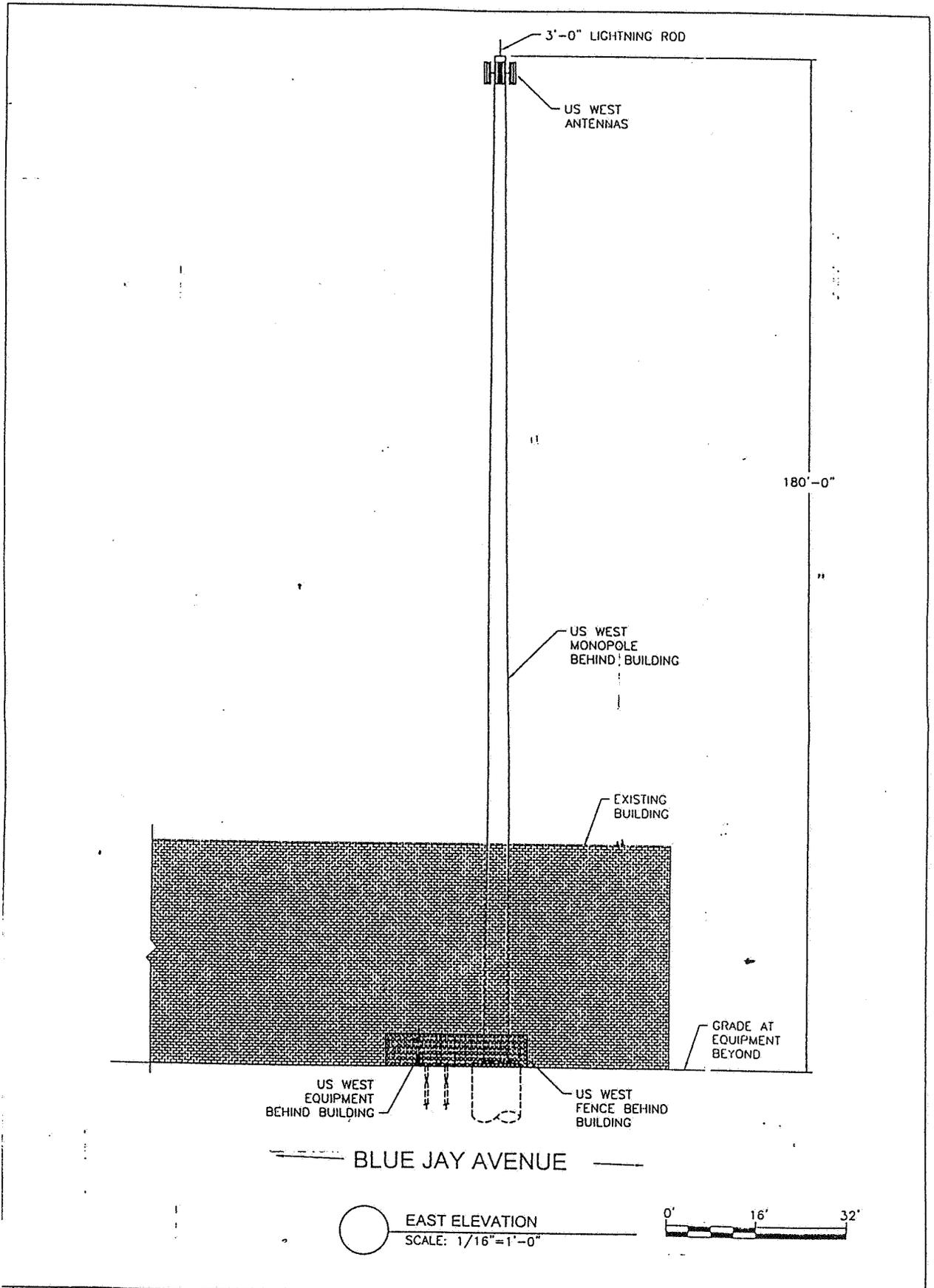
SHEET NUMBER

Z-4

REV

0

PLAT DATE: 27 JUNE 2000



NO. DATE	27	JUNE	2000
SHEET NUMBER	Z-5	REV	0
ELEVATION			
SHEET TITLE	MONOPOLE MOUNTED ANTENNAS AND OUTDOOR EQUIPMENT		
DESIGN TITLE	413 BLUE JAY AVENUE MAYER, MN MIN--472		
PROJECT INFORMATION	EXHIBIT "B"		
<b>USWEST</b>			
22			

## LEGAL DESCRIPTIONS

116

Tract 1.

Beginning at a point 33 feet directly west of the northwest corner of Lot 7, Block 3, Haueter's Second Addition to the Village of Mayer, according to the plat thereof on file and of record in the office of the County Recorder, Carver County, Minnesota, thence south 300 feet; thence west 290.4 feet; thence north 300 feet; thence east 290.4 feet to the place of beginning.

Tract 2.

Beginning at a point 323.4 feet directly west of the northwest corner of Lot 7, Block 3, Haueter's Second Addition to the Village of Mayer, according to the plat thereof on file and of record in the office of the County Recorder, Carver County, Minnesota, thence south 300 feet; thence west 42.6 feet; thence north 300 feet; thence east 42.6 feet to the place of beginning.

Tract 3.

The north 261.62 feet of that part of the Northeast Quarter of Section 1, Township 116, Range 26 described as follows: Commencing at a point 160.0 feet north and 699.0 feet west from the southeast corner of said Northeast Quarter, said point being on the north line of the Great Northern Rail Road right of way; thence due north along the west line of Lots 7 through 12, Block 1, Haueter's Addition to the Village of Mayer, according to the plat thereof on file and of record in the office of the County Recorder, Carver County, Minnesota, a distance of 579.3 feet to the northwest corner of land formerly owned by Henry J. Hill, being the place of beginning of the tract to be described; thence east 177.3 feet to the west line of the land of the Evangelical Lutheran Church; thence north 100.0 feet; thence east 155.7 feet; thence north 464.0 feet to the southeast corner of the land owned by Common School District No. 73 of Carver County; thence west 333.0 feet; thence south 564.0 feet to the point of beginning.

Tract 4.

That part of the East Half of the Northeast Quarter of Section 1, Township 116 North, Range 26 West, described as follows:

Commencing at the northwest corner of said East Half of the Northeast Quarter; thence south along the west line of said East Half of the Northeast Quarter a distance of 660.0 feet to the actual point of beginning; thence easterly parallel with the north line of said East Half of the Northeast Quarter deflecting left  $89^{\circ} 49'$  a distance of 900.25 feet; thence continue easterly, parallel with said north line deflecting left  $0^{\circ} 17'$  a distance of 61.49 feet to a line 33.0 feet westerly of, measured at right angles to and parallel with the northerly extension of the westerly line of Haueter's Second Addition to Mayer, according to the recorded plat thereof; thence southerly, along said parallel line, deflecting right  $90^{\circ} 19'$  a distance of 91.13 feet to the northerly line of land deeded to Fred Lobitz recorded in Book "72" of Deeds, page 321; thence westerly along said northerly line, deflecting right  $89^{\circ} 56' 45''$  a distance of 150.00 feet to the westerly line of said Lobitz land; thence southerly along said westerly line, deflecting left  $89^{\circ} 56' 45''$  a distance of 100.00 feet to the northerly line of school property recorded in Book "K" of Decrees page 164, Book "30" of Deeds, page 396 and Book "77" of Deeds page 112; thence westerly along said northerly line, deflecting right  $89^{\circ} 56' 45''$  a distance of 150.00 feet to the westerly line of said school property; thence southerly along said westerly line deflecting left  $89^{\circ} 56' 45''$  a distance of 561.62 feet to the southerly line of said school property; thence westerly along the westerly extension of said southerly line, deflecting right  $89^{\circ} 56' 45''$  a distance of 658.90 feet to the west line of said East Half of the Northeast Quarter; thence north along said west line, deflecting right  $89^{\circ} 50' 15''$  a distance of 752.80 feet to the point of beginning.

ALLEN H. THAEMERT  
BK 127, P 434

957

CITY OF MAYER  
BK. 187, P. 143  
R 145

PHYLLIS L. MACKAY-et al  
BK. 180, P. 55

**MAYERWOOD**

8	1
9	
10	150 SCHUMACHER 85-198
	150 183 ARTHUR H. HEUER CTF. NO. 13509
	150 183 FRED W. RADDE III CTF. NO. 13632
	150 183 GARY L. SMITH CTF. NO. 13633

**NO. 23 STREET**

7	20	6
8		5
9		4
10		3
11		2
12		1

**SECOND**      **MAYER**

**NO. 25 STREET**

7	6
8	
9	5
10	
11	3
12	2
13	1

**HAUETER'S**      **ADD.**

**NO. 26 STREET**

7	6
8	
9	5
10	4
11	3
12	2
	1

**PLAT**      **MAYER**

**NO. 27 STREET**

7	6
8	
9	5
10	4
11	3
	2

**TOWN**      **OF**

**NO. 28 STREET**

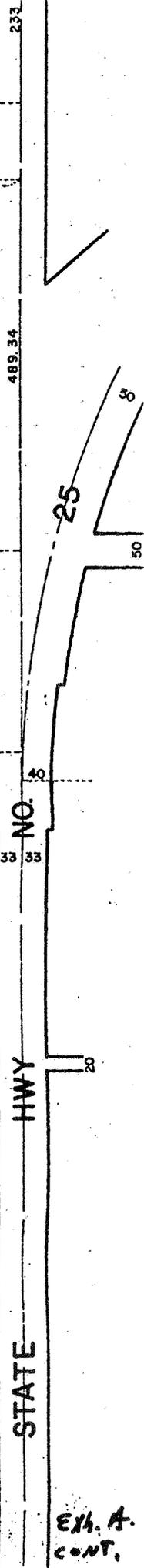
7	6
8	
9	5
10	4
11	3
	2

**HAUETER'S**      **ADD.**

**NO. 29 STREET**

7	6
8	
9	5
10	4
11	3
	2

**C.S.A.**



**AMENDMENT NO. 1 TO SITE LEASE AGREEMENT**

This AMENDMENT NO. 1 TO SITE LEASE AGREEMENT ("Amendment") is made this 12<sup>th</sup> day of August, 2008, by and between the City of Mayer, a Minnesota municipal corporation ("LANDLORD") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("TENANT"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, with reference to the facts set forth in the Recitals below:

RECITALS

A. LANDLORD and TENANT, or their predecessors in interest, are parties to a Site Lease Agreement dated July 24, 2000 ("Agreement"), whereby LANDLORD has leased a portion of LANDLORD's Property (as defined in the Agreement) to TENANT as substantially shown on Exhibit A attached to the Agreement.

B. LANDLORD and TENANT desire to amend the Agreement to (i) provide additional ground space for TENANT to replace the existing tower and equipment cabinets with a 190 foot monopole type tower, equipment shelter and accessory structures; (ii) provide for an annual increase in the rent payable to LANDLORD under the Agreement for the additional ground space; (iii) further extend the term of the agreement once the existing term has expired; (iv) delete the provision that permits the Landlord to terminate the agreement; (v) amend the Subleasing Co-Location section of the agreement; and (vi) update the notice section of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GROUND SPACE. The Agreement is hereby amended to increase the ground space of the Leased Premises to a 50 by 70 foot parcel of ground for construction of a wireless communications facility as described and shown on the attached Exhibit A-1. Paragraph 5(c) and Exhibit B of the Agreement are hereby deleted in their entirety.

2. INCREASED RENT. As consideration for the additional ground space, commencing on January 1, 2009, TENANT shall pay an additional Six Thousand and No/100 Dollars (\$6,000.00) per annum in rent. Paragraph 2(a) of the Agreement is hereby revised so that the annual rent shall increase by three percent (3%) per year over the previous year's rent.

3. ADDITIONAL EXTENSIONS. Paragraph 4 of the Agreement is hereby amended to provide for five (5) additional successive five (5) year Renewal Terms following the expiration of the Initial Term on December 31, 2009.

4. LEASE TERMINATION. Paragraphs 11(a)(iv) & 11(c) of the Agreement are hereby deleted in their entirety.

5. NOTICE. LESSEE'S notice address in Paragraph 19 of the Agreement is hereby replaced with the following:

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

6. SUBLEASING – CO-LOCATION. Paragraph 16 of the Agreement is revised so that in the event of subleasing of the Premises by Tenant, any rental actually paid by the Subtenant shall be divided between Landlord and Tenant in the following manner:

Twenty-five percent (25%) to LANDLORD and seventy-five percent (75%) to TENANT. Any Subtenant shall be instructed to pay the foregoing percentage amounts directly to the LANDLORD and the TENANT. The TENANT shall not be responsible to the LANDLORD for the collection or payment of rents by the Subtenant to the LANDLORD and the TENANT shall have no liability to the LANDLORD in the event of failure of payment by Subtenant. Notwithstanding the previous, both TENANT and Subtenant shall have no obligation of payment to the LANDLORD in the event TENANT sublets the premises in exchange for and consideration of its utilization of Subtenant's facility at another location or in the event TENANT sublets the premises, in lieu of monetary consideration, for a present or future site exchange by which the TENANT and the Subtenant shall have the ability to use the other's communications facilities.

Notwithstanding any other provision of this Agreement, the TENANT shall not be required to obtain any approval from the LANDLORD for the subletting of the premises or part thereof for any reason. The TENANT shall have the sole right to determine whether it will sublet any space at the premises or whether it will sublet to any specific Subtenant. The TENANT shall have no liability of any nature to the LANDLORD for failure to sublet all or any part of the premises to any or all potential Subtenant(s). In the event a sublease is entered into by the TENANT, the Parties agree that they will execute a Three Party Agreement, substantially similar in form to the one provided in Exhibit B-1 attached hereto and made a part hereof, in order to confirm the direct payment obligation from the Subtenant to the LANDLORD.

7. RATIFICATION OF THE AGREEMENT. Except as specifically modified by this Amendment, the parties agree that all of the terms and conditions of the Agreement are in full force and effect and remain unmodified, and the parties hereby ratify and reaffirm the terms and conditions of the Agreement and agree to perform and comply with the same. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Amendment to be executed by each party's duly authorized representative effective as of the date written below.

**LANDLORD:**

City of Mayer,  
a Minnesota municipal corporation

By: Myron Taylor  
Name: Myron Taylor  
Its: Mayor

Date: 8-12-08

By: Lois A. Maetzold  
Name: Lois A. Maetzold  
Its: City Clerk

Date: 8/12/08

**TENANT:**

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By: Beth Ann Drohan  
Name: Beth Ann Drohan  
Its: Midwest Area Vice President-Network

Date: 7/26/08

Acknowledgments on following page

*The remainder of this page intentionally left blank*

LANDLORD ACKNOWLEDGMENT

STATE OF MINNESOTA )
) SS.
COUNTY OF Carver )

This instrument was acknowledged before me on August 12, 2008, by Myron Taylor and Lois Maetzold, Acting the Mayor and City Clerk, respectively, of the City of Mayer, a Minnesota municipal corporation, on behalf of the corporation.

Luayn R. Murphy
Signature of Person Taking Acknowledgment
City Administrator
Title or rank

(Seal, if any)

Serial Number LUAYN R. MURPHY
Notary Public-Minnesota
Commission Expires Jan 31, 2009

TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

On this 26th day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared Beth Ann Drohan, to me known to be the Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VZW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

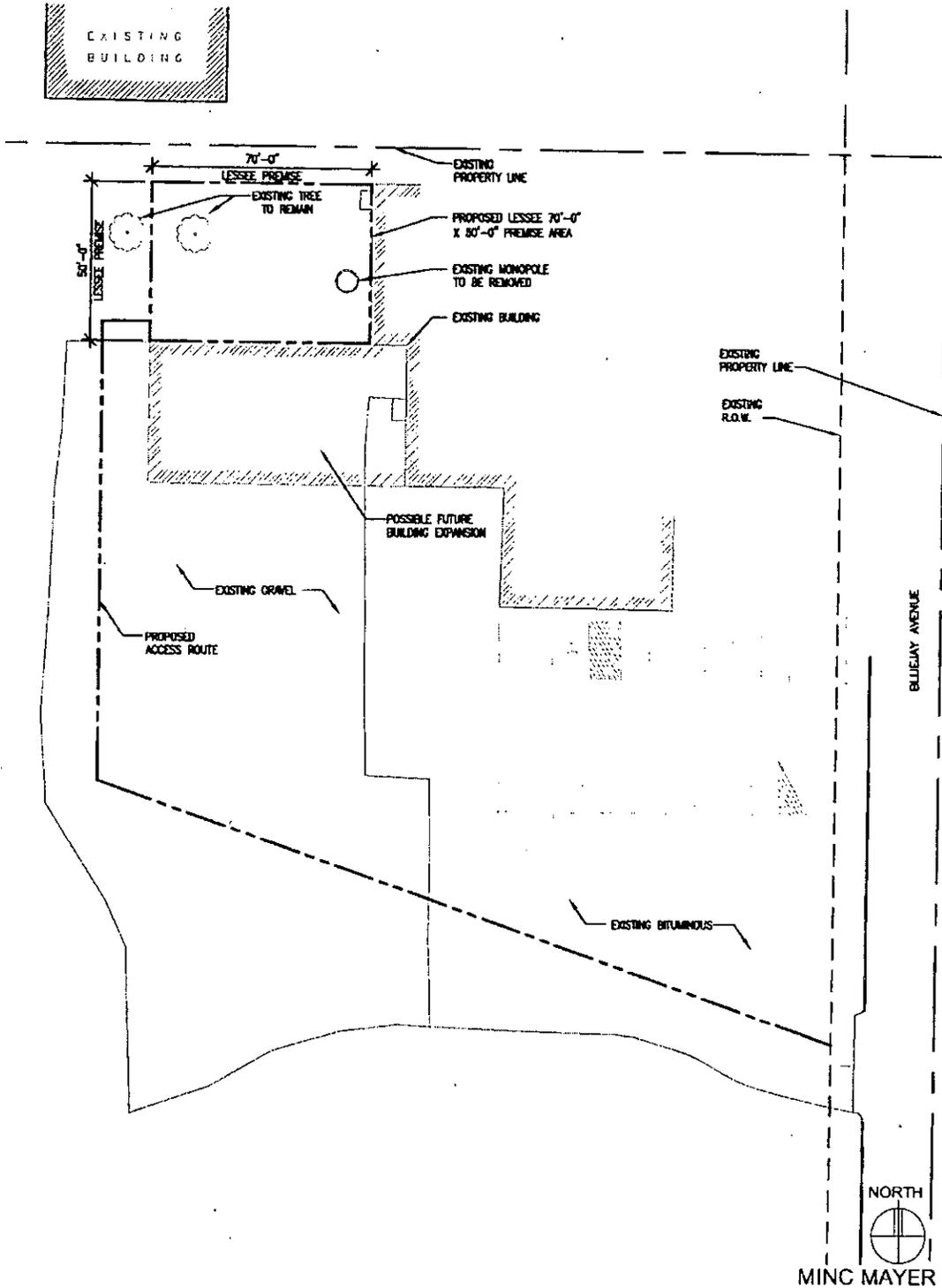
Latonya N. Ellis
Print or Type Name:
Notary Public in and for the State of Illinois
My appointment expires:



Exhibit A - 1

(Sketch of additional ground space)

Page 1 of 1



MINC Mayer  
Amendment No. 1 to Site Lease Agreement  
1113478v4

**Exhibit B - 1**

**(Form of Three Party Agreement)**

**Page 1 of 3**

THREE PARTY AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, with their mailing address located at \_\_\_\_\_, hereinafter called the "Landlord"; \_\_\_\_\_, d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter called the "Tenant" and \_\_\_\_\_, with a principal mailing address of \_\_\_\_\_, hereinafter called "Subtenant".

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated \_\_\_\_\_, 200\_\_, hereinafter referred to as "Lease", with respect to a \_\_\_\_\_ x \_\_\_\_\_ parcel of land located in \_\_\_\_\_ County, \_\_\_\_\_, hereinafter referred to as "Premises";

WHEREAS, Tenant and Subtenant have or are considering entering into a Sublease Agreement "Sublease" with respect to part of the Premises; and

WHEREAS, Landlord, Tenant and Subtenant desire to confirm and specify certain of the rights and obligations with respect to subleasing of the Premises.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Landlord, Tenant and Subtenant agree to the following:

1. Landlord hereby confirms the right of the Tenant to sublease and consents to the Tenant's subleasing of part of the Premises to the Subtenant.

2. In the event Tenant subleases part of the Premises to Subtenant, any rental actually paid by Subtenant shall be divided between Landlord and Tenant in the following manner: \_\_\_\_% to Landlord and \_\_\_\_% to Tenant. The Subtenant shall pay the foregoing percentage amounts directly to the Landlord and the Tenant in accordance with the time schedule for payment as set forth in the Sublease. The Tenant shall provide to the Landlord a copy of that portion of any Sublease and amendments thereto that relate to any rental paid thereunder and the method for payment. The payment from the Subtenant shall be made to the Tenant in accordance with the provisions of the Sublease and the payment from the Subtenant shall be made to the Landlord at the address specified above, unless the Landlord advises the Subtenant of another address or other payee upon thirty (30) days written notice. In the event the Subtenant fails to make payment to the Landlord of any rental amount as set forth herein, the Landlord may give Subtenant written notice of such non-payment at the address set forth above. Notice must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial carrier, provided

**Exhibit B - 1**

**(Form of Three Party Agreement)**

**Page 2 of 3**

the carrier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following carrier's receipt from sender. The notice shall be deemed received by the Subtenant one day after it is delivered to a commercial carrier as set forth in the preceding sentence and three days after sent by certified mail or upon actual signed receipt by the Subtenant, whichever is earlier. After receipt of such notice, the Subtenant shall have thirty (30) days in which to cure any non-payment. In the event that Subtenant fails to cure the non-payment within the time period set forth, such non-payment shall be deemed a breach of the Sublease, in which event either the Landlord, at its option, or the Tenant, at its option, may seek to enforce any and all remedies against the Subtenant respecting the Sublease, including but not limited to termination of the Sublease. Tenant will have no responsibility or liability to Landlord if Subtenant fails to make payment to the Landlord as set forth herein or in the event the Sublease is terminated as a result thereof. Additionally, any non-payment by the Subtenant to the Landlord or breach of the Sublease resulting from such non-payment shall not affect or negate in any way the Lease or Tenant's rights to the Premises.

3. The Tenant shall have the sole right to determine whether it will sublet any space to the Subtenant. The Tenant shall have no liability of any nature to the Landlord for failure to sublet any and or all of the Premises to the Subtenant.

4. The terms "Sublease", "sublet", "Subtenant" and any other similar terms shall apply to any situation by which the Subtenant comes upon the Premises for co-location, whether it be by formal sublease, license or other agreement.

5. Except as modified herein, all other terms and conditions of the Lease and Sublease shall remain in full force and effect. In the event of any contradictions between the terms of this Agreement and the Lease or Sublease, the terms of this Agreement shall prevail.

Signatures on following page

*Remainder of page intentionally left blank*

**Exhibit B - 1**

**(Form of Three Party Agreement)**

**Page 3 of 3**

IN WITNESS WHEREOF, the undersigned have set their hands and seals the date and year written below.

LANDLORD:

By \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

SUBTENANT:

\_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_



## Request for Council Action Memorandum

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Item: Closing and Transferring Funds

Meeting Date: March 25, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To review and discuss a resolution requesting comprehensive road and transit funding from the State of Minnesota.

### **Details:**

Cities rely heavily on property taxes and special assessments to fund street maintenance and repair.

Special assessments can be onerous to property owners and are hard to implement in some cities.

Existing funding mechanisms of city street maintenance and reconstruction are inadequate. The bulk of city streets are not eligible for Municipal State Aid (MSA).

A lot of cities defer maintenance that results in more expensive projects later. Cities need a reliable dedicated funding sources to support the mobility and economic vitality of communities.

The League of Minnesota Cities is asking cities to help show support for possible solutions to be presented at the State level.

- HF 1288/SF 1269: \$10 surcharge on license tab fees and motor vehicle title transfers, which raises \$57 million annually to be split between the existing Small Cities Assistance Account and a new Larger Cities Assistance Account.
- HF 1095/SF 1271: Authority for cities to establish street improvement districts to fund street maintenance, construction, and reconstruction.
- HF 846/SF 1228: Creation of a Local Cost-Share Assistance Account within the Local Road Improvement Program to provide grants to local governments to help with the local share of some trunk highway projects.

The Minnesota Legislature appropriated \$8 million for the account that funds transportation projects for cities with a population under 5,000.

The City of Mayer received \$17,266 in funds in 2018.

The Small Cities Assistance Account, created in 2015, is aimed at providing street funding for cities that do not receive municipal state aid (MSA) because they do not meet the 5,000 population eligibility threshold for dedicated funds (gas tax, tab fee, and motor vehicle sales tax revenues) established in the state's constitution.

Funds are distributed through a formula to 704 cities with populations below 5,000.

By supporting the solutions mentioned above by the League of Minnesota Cities, the City would ask Tim Walz to sign a comprehensive and balanced transportation funding package that would permanently increase dedicated funding for transportation.

**Attachments:**

Resolution 3-25-19-17

Small Cities Grant Information

League of Minnesota Cities Information

## Small Cities Assistance Program

### Program Overview

The Small Cities Assistance Program was created in 2015 to provide funding for construction and maintenance of roadways in cities with a population less than 5,000. Minnesota Statute 162.145 provides details on the program. The program is administered by MnDOT's State Aid for Local Transportation Division with the funding distributed by the Minnesota Department of Revenue.



### Program Guidance and Criteria

#### Guidance

Eligible local agencies include cities that do not receive municipal state aid under Statutes 162.09 to 162.14. This primarily includes all cities that have a population of 5,000 or less.

The Commissioner of Revenue distributes the funds to cities in the same manner as local government aid under chapter 477A. Generally, cities will receive 50% of the payment in July and 50% of the payment in December.

#### Criteria

The preliminary aid to each city is calculated as follows:

- 5% equally allocated to all cities
- 35% allocated based on each city's share of lane miles of municipal streets compared to the total municipal lane miles of all eligible cities
- 35% allocated based on each city's share of population compared to the total population of all eligible cities
- 25% allocated based on each city's share of the state aid adjustment factor compared to the sum of the state aid adjustment factor for all eligible cities
  - The state aid adjustment factor is the greater of zero or:
    - 0.005 minus
    - The number of lane miles of county state aid highway in a city compared to the total lane miles of county state aid highways in eligible cities

The final aid to each city is the lesser of:

- The preliminary aid or
- The maximum aid, which equals 3.5 multiplied by the unweighted average amount of assistance to a city in a year.

### Use of Funds

The funding is for the construction and maintenance of roads located within the city and can include land acquisition, environmental analysis, design, engineering, construction, reconstruction and maintenance.

### Timeline for Use of Funds

There is no specified timeline by when the cities need to use these funds. However, it is recommended that they be used within two years of receiving the initial payment.

### Accounting of Funds

The cities are not required to submit a report on how the funds were expended. Each city is required to follow appropriate accounting practices to clearly show that the funds they received have been used on the eligible items listed above and in the statute. One recommendation is to establish a separate account for these funds and then reduce that account as eligible expenditures are incurred.

### Funding Summary

Calendar Year	2015	2017	2018
Amount Appropriated	\$12.5 M	\$8.0 M	\$8.0 M
Number of Eligible Cities	704	705	705

### For More Information

Contact Kristine Elwood, MnDOT Deputy State Aid Engineer, at [kristine.elwood@state.mn.us](mailto:kristine.elwood@state.mn.us) or 651-366-3804.

Revised: 02/2019

LEAGUE OF MINNESOTA CITIES

# CITY ISSUE FACT SHEET

## DEDICATED STREET FUNDING FOR ECONOMICALLY COMPETITIVE CITIES



### PROBLEM:

Existing funding mechanisms for city street maintenance and reconstruction are inadequate. The bulk of city streets are not eligible for Municipal State Aid (MSA). Nearly 84 percent of city streets are funded only with property taxes and special assessments. Special assessments can be onerous to property owners and are difficult to implement in some cities.

Just as the state has fallen behind in making transportation investments, some cities faced with budget challenges have made the difficult decision to divert volatile property tax revenue to urgent needs such as public safety, water quality, and cost participation in state and county highway projects. Unfortunately, deferring maintenance results in more expensive projects later.

This maintenance requires a reliable dedicated funding source to support the mobility and economic vitality of our communities.

### LEAGUE-SUPPORTED SOLUTION:

- HF 1288/SF 1269: \$10 surcharge on license tab fees and motor vehicle title transfers, which raises \$57 million annually to be split between the existing Small Cities Assistance Account and a new Larger Cities Assistance Account.
- HF 1095/SF 1271: Authority for cities to establish street improvement districts to fund street maintenance, construction, and reconstruction.
- HF 846/SF 1228: Creation of a Local Cost-Share Assistance Account within the Local Road Improvement Program to provide grants to local governments to help with the local share of some trunk highway projects.

### DID YOU KNOW?

For every \$1 spent on maintenance, a road authority saves \$7 in repairs. Preventative maintenance projects can prolong the lifecycle of streets to 50 to 60 years. Without ongoing maintenance, the average life expectancy of local streets is approximately 25 to 30 years.



### FOR MORE INFORMATION:

Anne Finn

Intergovernmental Relations Asst. Director

Phone: (651) 281-1263

Email: [afinn@lmc.org](mailto:afinn@lmc.org)

[www.lmc.org/citystreetfacts](http://www.lmc.org/citystreetfacts)

**CITY OF MAYER – RESOLUTION 3-25-19-17**

**A RESOLUTION REQUESTING  
COMPREHENSIVE ROAD AND TRANSIT FUNDING**

**WHEREAS**, all Minnesota communities benefit from a sound, efficient, and adequately funded transportation system that offers diverse modes of travel; and

**WHEREAS**, the integrity of Minnesota’s transportation infrastructure is dependent upon long-term planning and ongoing maintenance, both of which require dedicated and sustainable revenue sources; and

**WHEREAS**, current funding for roads, bridges, and transit systems across all government levels in Minnesota is inadequate, and this under-investment diminishes quality of life for Minnesota residents and hinders Minnesota’s progress as a national business, economic, and civic leader; and

**WHEREAS**, Minnesota’s transportation system is failing to meet the capacity needs necessary to sustain population growth and promote economic development; and

**WHEREAS**, many rural roads are not built to modern safety standards and are not meeting the needs of industries that depend on the ability to transport heavy loads; and

**WHEREAS**, insufficient state funding has delayed regionally significant road construction and reconstruction projects across Minnesota; and

**WHEREAS**, transportation infrastructure maintenance and improvement costs significantly contribute to rising property taxes; and

**WHEREAS**, for every one dollar spent on maintenance, a road authority—and therefore taxpayers—save seven dollars in repairs; and

**WHEREAS**, Minnesota contains over 141,000 miles of roadway, and over 22,500 miles—or 16 percent—are owned and maintained by Minnesota’s 853 cities; and

**WHEREAS**, almost 85 percent of all municipal streets are not eligible for dedicated Highway User Tax Distribution Fund dollars; and

**WHEREAS**, the more than 700 Minnesota cities with populations below 5,000 are ineligible for dedicated Highway User Tax Distribution Fund dollars, but have benefitted from the creation of the Small Cities Assistance Account; and

**WHEREAS**, city streets are a separate but integral piece of the network of roads supporting movement of people and goods; and

**WHEREAS**, existing funding mechanisms, such as Municipal State Aid (MSA), property taxes, and special assessments, have limited applications, leaving cities under-equipped to address growing needs; and

**WHEREAS**, city cost participation in state and county highway projects diverts resources from city-owned streets; and

**WHEREAS**, maintenance costs increase as road systems age, and no city—large or small—is spending enough on roadway capital improvements to maintain a 50-year lifecycle; and

**WHEREAS**, cities need greater resources, including an additional dedicated state funding source for transportation, and flexible policies to meet growing demands for street improvements and maintenance.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MAYER** that this Council requests that the Minnesota Legislature pass and Governor Tim Walz sign a comprehensive and balanced transportation funding package that permanently increases dedicated funding for transportation; and

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF MAYER** that this Council defines a comprehensive and balanced transportation funding package as an initiative that permanently increases dedicated funding for state and local road and transit systems in Greater Minnesota and the Metropolitan Area.

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF MAYER** that this Council requests an omnibus transportation funding bill that provides additional dedicated state funding for city streets, including funding that can be used for non-MSA city street maintenance, construction, and reconstruction.

**ADOPTED** by the Mayer City Council on March 25, 2019.

Mike Dodge, Mayor

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Margaret McCallum, City Administrator

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## Request for Council Action Memorandum

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Item: Summer Hours

Meeting Date: March 25, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

A review and discuss summer hours.

### **Details:**

Some cities establish summer hours. The summer hours would be between the time of May 1<sup>st</sup>, 2019 – September 30<sup>th</sup>, 2019.

In 2018, the City approved doing summer hours.

#### *Administrative Staff –*

Current Hours:

8:00 a.m. – 4:30 p.m. – Monday – Friday

Other Options:

7:00 a.m. – 4:30 p.m. – Monday – Thursday\*

7:00 a.m. – 11:00 a.m. – Friday\*

7:30 a.m. – 5:00 p.m. – Monday – Thursday

7:30 a.m. – 11:30 a.m. – Friday

\*Admin Staff did these summer hours in 2018.

#### *Public Works –*

Current Hours:

7:00 a.m. – 3:30 p.m. – Monday – Friday

Other Option:

6:00 a.m. – 3:30 p.m. – Monday – Thursday

6:00 a.m. – 10:00 a.m. – Friday\*

\*Public Works Staff did these summer hours in 2018.

**Attachments:**

Resolution establishing summer hours.

**CITY OF MAYER  
CITY COUNCIL RESOLUTION 3-25-19-18**

**RESOLUTION ESTABLISHING SUMMER HOURS FOR CITY HALL AND PUBLIC WORKS**

WHEREAS, The current city hours for City Hall is 8:00 – 4:30 p.m. Monday – Friday and the hours for the Public Works Department is 7:00 – 3:30 p.m. Monday – Friday.

WHEREAS, some cities establish summer hours between the dates of Memorial Day (May 27, 2019) and Labor Day (September 2, 2019).

WHEREAS, summer hours for the City of Mayer would be as follows:

City Hall:	7:00 a.m. – 4:30 p.m. Monday – Thursday
	7:00 a.m. – 11:00 a.m. Friday
Public Works:	6:00 a.m. – 3:30 p.m. Monday – Thursday
	6:00 a.m. -10:00 a.m. Friday

Appointments available as requested.

THEREFORE BE IT RESOLVED, that the City of Mayer establish summer hours for 2019 between until Labor Day of 2018.

Adopted by the Mayer City Council this 25<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Mayor Mike Dodge

Attest:

\_\_\_\_\_  
Margaret McCallum, City Administrator

TO: Mayor Dodge/ Mayer City Council  
Margaret McCallum / City Administrator

FROM: Greg Kluver / Kluver Consulting

DATE: February, 2019

RE: **2018 Annual Operation Report for the Mayer Wastewater Treatment Facility.**

Enclosed for review is the 2018 annual report of operation and maintenance for the Wastewater Treatment Facility as performed by Greg Kluver / Kluver Consulting and Mayer Public Works employees Kyle Kuntz, Brent Micholichuk and Jason Hilgers

In September of 2018, the latest phase of the WWTF began year 13 of operation. Since start up in 2005, the WWTF has continued to produce a high quality effluent that well exceeds the permit limits established by the MPCA. The City of Mayer and its Wastewater Facility staff has received a total of 18 Operational Awards from the MPCA and will be receiving its 19<sup>th</sup> award at the annual Wastewater Operators Conference in March of 2019.

Listed below are items of interest, such as current budget status for year end, plant removal rates, annual flows, Bio Solids removed. Required maintenance, as well as reports and sampling. Also included this year are some cost saving projects staff has researched or put in place.

### **General Wastewater Treatment Facility Information**

1. 2018 Budget – The WWTF portion of the Sewer Budget for 2018 was \$244,865. The year end actual budget amount came in at \$180,440.00. Most of the reduction was due to Capital Improvement projects in the amount of \$46,637, occurring at the end of the year. These projects will be reflected in the 2019 CIP expenditures.
2. 2018 flows to the WWTF were 55.28 MG, compared to 54.62 MG in 2017.
3. 2018 Bio Solids Disposal ---319,000 gallons, compared to 261,000 in 2017
4. 2018 Annual removal rate for B.O.D.= 99%

2018 Annual removal rate for Total Suspended Solids = 99%

5. A 20 year Capital Improvement Plan was developed for the WWTF in 2015, Capital improvements from the plan is identified in the annual WWTF Budget as listed in the Plan.

## **Cost Saving Projects**

- In May of 2017, Kyle and Brent installed all Aeration Basin Diffusers; the tanks were pumped down using the new portable pump purchased by the City in 2016. Cost saving by doing this job in house was approximately \$6000.00
- Greg and Kyle completed and submitted an application for new 5 year NPDES permit and also a required Mercury Minimization Plan. A cost savings of \$ 7,000.00 based on estimates from the City Engineer to complete.

## **Maintenance and Repair at Wastewater Treatment Facility**

Please note that common maintenance, reports and sampling conducted on a daily, weekly and monthly schedule are listed as such below. All other maintenance has been listed in the month it occurred on the attached repair log.

### Daily

- Perform a plant walk thru as described in the daily inspection and maintenance manual.
- Wash down basins and equipment
- Document required test to MPCA supplemental report form as required by NPDES permit.

### Weekly

- Conduct Total Suspended Solids and Settleability tests.
- Conduct a clarifier sludge depth measurement twice per week.
- Grease equipment as needed.
- Conduct influent and effluent sampling twice per week as required by the MPCA, submit to lab for analysis.
- Conduct eyewash system inspection in each building.

### Monthly

- Conduct fire extinguisher inspections.

- Complete month end Discharge Monitoring Reports and submit electronically to MPCA.
- Test run emergency generators
- Decant supernatant from digester.

#### Quarterly

- Conduct Low Level Mercury sampling and submit to Lab for analysis.

#### Bi-Annual

- Perform spring and fall maintenance inspections of outside heating units for the Pre-Treatment and Tertiary buildings.
- All flow meters in WWTF checked for calibration as required by MPCA
- Haul Bio-Solids from Digester.
- VAC and clean Lift Station No. 2

#### Annually

- Prepare annual operating budget, present to City Council
- Complete and send annual Bio-Solids report to MPCA
- Complete annual Industrial Discharge report of Bio-Solids to MCES
- Prepare annual Operation Report and present to City Council.
- Prepare and submit annual application to MPCA for WWTF Operations Award.
- Change oil and filters in all three Aeration Blowers.
- Change oil and filter on air compressor for U.V. System.
- Chlorinate media and clean both Traveling Bridge Filters.
- Perform inspection and scheduled maintenance of 425 KW Auxiliary Generator.

This concludes the annual report for the year 2018 for the City of Mayer WWTF. Kluver Consulting LLC, would like to take this opportunity to thank the City of Mayer for this past year of employment as your contract operator. I look forward to working with the City in 2019 and in future years. If there are any questions, on any aspect of the Wastewater Treatment Facility, please feel free to contact me at any time.

#### ATTACHMENTS

- January thru December maintenance repair log

# **2018 Wastewater Treatment Facility Equipment Repair log**

## \*JANUARY

- Prepare annual report to City Council
- Calibrate influent ph meter
- All VFD's cleaned by Ideal Services
- In Control out to install new PLC Power unit to Control Panel A.
- Contact In Control with irregularity on Influent Flow meter.
- Instruct Kyle on E-DMR submittal to the MPCA
- Review annual Compliance Survey from the MPCA
- Kyle and Brent install new ph probe and calibrate on north Aeration Basin.
- Calibrate Aeration Basin ph meters.
- Repair 2" water line in Clarifier building.

## FEBRUARY\*

- Review spring maintenance requirements
- Work on Annual report to City Council and Present to Council
- Work on Paint estimates as identified in the C.I.P.
- Install new solenoid valve on water line next to Grit Pump
- Owens Company installed new Make-Up Air Unit on Clarifier Building
- Kyle and Brent Removed and replaced influent and effluent weirs on both Traveling Bridge Filters with new stainless weirs manufactured by Storms Welding in Victoria.
- Meet with Bolten & Menk on proposal to complete new 5 year permit and Mercury Minimization Plan for WWTF.

## MARCH\*

- Change oil, filters, greased and checked belts in all 3 Blowers
- Changed oil on Paddle Drive and Clarifier
- Grease blower exhaust fan
- Chlorinate both Traveling Bridge Filters

- Clean and install UV bulbs, also install new brushes
- Installed new bellows on Traveling Bridge Filters
- Greg, Kyle and Brent attend annual MPCA convention to accept annual Operation Award for the WWTF.

#### APRIL\*

- Changed oil in all equipment in Pretreatment Building
- Lift station No. 2 cleaned by Overline.
- Total Energy conduct annual inspection of emergency generator, perform 2 Hour load bank test and change oil and filter.
- Waconia Farm Supply deliver 189 gallons of diesel fuel for generator.
- Greg attend Public Works meeting to discuss new WWTF Permit and CIP items for 2018.
- Clean and calibrate influent and effluent ph meters
- Quality Flow Systems complete annual inspection of all pumps
- Litzau haul out Bio Solids from Digester
- Calibrate both Aeration Basin ph probes

#### MAY\*

- Litzaul finish hauling out Bio Solid from Digester
- Brent and Kyle drain down both Aeration Basins and install new EDM1 diffusers.
- Thein Well replaces motor and pump for 4inch well.
- Owen Company conducts spring maintenance inspection on HVAC equipment.
- First Systems Technology conduct semiannual flow meter calibrations as required by the MPCA. A problem with the new influent meter was found during the inspection. Warranty claim submitted to Rosemount Meters and a new meter was obtained.
- Greg attend MPCA meeting in Delano, regarding new Phosphorous limit s

#### JUNE

- Greg review Grit Pump removal and replacement with Kyle
- General repair complete installation of new influent Mag meter and piping.
- Greg work on memo to council on new pumps and valves for Lift station No. 2 (Identified in the 2017 CIP.)
- Install new salt bridges on Aeration Basins No. 1&2.
- Replace effluent sampler hose
- County mower around EQ Basin.
- A-1 electric wired new Influent Mag meter.

- MPCA conducted inspection of the WWTF
- Installed caulking around doors for Motor Control room.

## JULY

- Rice Lake Construction remove and replace Grit Pump
- Greg assists Kyle on force main location in front of WWTF for Co. Rd 30. Reconstruction.
- Replace packing on Grit Screw.
- B&B completed painting of piping and walls in Pretreatment Building lower level.

## AUGUST

- Test Gate valves to EQ Basin
- Order Flammable Waste Cabinet from Grainger and install
- Begin working on 2018 WWTF Budget
- Change air filter in Blower room
- Have Victoria Repair build new stainless weir plates for Traveling Bridge Filter inlet and outlet.
- Order new ph and DO controller for north Aeration Basin ( identified in 2017 CIP)

## SEPTEMBER

- Quality Flow Systems replaced Lift Station No.2 Pumps and check valves as identified in the 2017 CIP.
- Meet with Carver Co. on relocation of WWTF fence along Co Rd. 30
- Ideal Services replace VFD's for R.A.S pump No. 2 and W.A.S. pump.
- Order new probe for Influent ph meter
- Replace effluent sampler hose.
- Conduct Tour of WWTF with New City Administrator

## OCTOBER

- Continue work on 2018 Budget
- Replace battery in Auto Dialer
- Set up new file cabinet in office
- Owens conducts Bi Annual inspection of Makeup Air Units.
- Litsau haul out Bio Solids to Lester Prairie
- Power outage at WWTF at 1:00pm on October 27<sup>th</sup>
- Carver Link internet connection activated

## NOVEMBER

- Meet with City Administrator on WWTF Budget

- Calibrate ph meters on Aeration Basins

## DECEMBER

- Test run Waste Lift station
- Order 2 ph probes, sampler tubing, TSS filters from Hach Co.
- Conduct Bi Annual calibration of all meters.
- Clean air nozzles in Digester Building
- Change air filter in Clarifier Building
- Power outage at WWTF at 12:45am, back on at 3:30pm.
- Present Makeup Air Unit proposal for clarifier Building at Council meeting.
- Troubles shoot problems with connection of dialer to Lift Station No. 2.  
Had to replace fiber lines and also power supply at Panel A.
- Replace DO sensor caps on both Aeration Basins.



**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date: March 25, 2019**

**Item Name:** • Wastewater Treatment Facility Painting of walls and ceiling in Pretreatment, Clarifier and Tertiary Buildings.

**Originating Department:** Wastewater Consultant

**Presented by:** Greg Kluver/ Kluver Consulting

**Previous Council Action (if any):**

<b>Item Type (X only one):</b>	Consent	X	Regular Session	Discussion Session
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***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

Motion to accept the bid from B & B Commercial Coating LLC in the amount of \$33,327 for the repainting of the ceiling and walls in the Pretreatment, Clarifier and Tertiary Building.

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

Identified in the 2019 Wastewater Treatment Plant Sewer Fund Budget under Capital Improvements is the re painting of the walls and ceiling in the Pretreatment, Clarifier and Tertiary building. All buildings are displaying signs of paint delaminating and rust. Listed below are two quotes for the projects.

<u>COMPANY</u>	<u>COST</u>
1. R&H Painting, LLC.	<b>\$94,700.00</b>
2. B&L Utility Maintenance	<b>\$ 33,327.00</b>

Staff is recommending approval of bid No. 2 from B&B Commercial Coating L.L C. In the amount of \$33,327.00. B & B completed painting of the lower level of Pretreatment Building and also the steel air pipes on the Aeration Basin Catwalks in 2018. They did a very nice job.

**FINANCIAL IMPLICATIONS:**

Funding Sources & Uses: 2017 WWTF BUDGET , 640-49480-500  
CAPITOL OUTLAY

Budget Information;

**\$55,517** Budgeted

Non Budgeted

Amendment Required

**ADVISORY BOARD RECOMMENDATIONS:**

Other

<b>Approved</b> _____	<b>Denied</b> _____	<b>Tabled</b> _____	<b>Other</b> _____
<b>Resolution No.</b> _____		<b>Ordinance No.</b> _____	

B & B Commercial Coating LLC

PO Box 663  
 Maple Lake MN 55358

Estimate

Name / Address
City of Mayer Kyle Kuntz 413 Bluejay Avenue PO BOX 102 Mayer, MN 55360-0120

Date	Estimate #
10/12/2018	1468

Description	Qty	Rate	Project
			Water Treatment Plan...
			Total
Water Treatment Facility		0.00	0.00
Building 1 (Pretreatment building)	1	7,360.00	7,360.00
Power wash			
Paint walls, ceiling, and duct pipe in ceiling - 2 coats Macropoxy			
Building 2 (Clarifier)	1	11,477.00	11,477.00
Power wash			
Paint walls and ceiling - 2 coats Macropoxy			
Building 3 (Tertiary Building)	1	14,490.00	14,490.00
Power wash			
Paint walls, ceiling, and duct pipe in ceiling - 2 coats Macropoxy			

Labeling available at additional cost  
 Light fixtures not included in base price  
 Service includes application of high quality industrial coatings

Signature

**Phone #**  
 320-282-1410

**Fax #**  
 320-262-7005

**Web Site**  
[www.BBcoat.com](http://www.BBcoat.com)

<b>Total</b>	\$33,327.00
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15725 US Hwy 12 SW  
 Cokato, MN 55321  
 Tel: 320.286.2471  
 Email: [grant@RandHpaintingMN.com](mailto:grant@RandHpaintingMN.com)  
 Web: [www.RandHpaintingMN.com](http://www.RandHpaintingMN.com)

**PROJECT QUOTATION**

**To:** Greg Kluver  
 City of Mayer  
 413 Bluejay Ave.  
 Mayer, MN 55360  
[greg-kluver@hotmail.com](mailto:greg-kluver@hotmail.com)  
 612.590.1828

**From:** Grant Raisanen  
 R&H Painting, LLC.  
 15725 US Hwy 12 SW  
 Cokato, MN 55321  
[grant@RandHpaintingMN.com](mailto:grant@RandHpaintingMN.com)  
 612.703.4869

**Date:** 03.13.2019

**Location:** Mayer WWTP – West of Town on Hwy 30

**Scope of Work:** The following quote is for surface preparation and painting at the Mayer WWTP. All work is interior work except the doors and frames.

**On-Site Procedures:**

- Access - Access will be with OSHA compliant scaffolding, planks, and/or ladders.
- Surface Preparation – pressure washing, wire brushing, and/or bristle cleaning.
- Coating Application - Prior to coating application, all surfaces will be clean, dry, and in sound condition. Coatings will be applied by hand using a combination of rolling, brushing, and spraying.
- Coating Material – [www.SherwinWilliams.com](http://www.SherwinWilliams.com)
  - 1<sup>st</sup> Coat: Macropoxy Epoxy – full coat.
  - 2<sup>nd</sup> Coat: Macropoxy Epoxy – full coat.
- Completion - R&H Painting to provide general cleanup each day during production, and full site cleanup at project completion.

**Price Including Labor and Materials Installed:**

		<u>Initial</u>
Pre-Treatment Building: paint upper level ceiling, walls, & air ducts	\$ 24,800.	_____
Pre-Treatment Building: paint two hollow metal service doors & frames	\$ 1,800.	_____
Clarifier Building: paint walls and ceiling	\$ 24,200.	_____
Clarifier Building: paint one hollow metal service door & frame	\$ 1,000.	_____
Tertiary Building: paint walls and ceiling	\$ 45,700.	_____
Clarifier Building: paint two hollow metal service doors & frames	\$ 1,800.	_____



We Appreciate the Opportunity, Thank You!

◇ Est. 1974 ◇



15725 US Hwy 12 SW  
Cokato, MN 55321  
Tel: 320.286.2471  
Email: [grant@RandHpaintingMN.com](mailto:grant@RandHpaintingMN.com)  
Web: [www.RandHpaintingMN.com](http://www.RandHpaintingMN.com)

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**Project Notes:**

1. This quote includes all items necessary to complete coatings as described: materials, labor, equipment, workers compensation insurance, and general liability insurance.
2. Colors to be same as existing.

*Upon agreeing to the terms of this quotation, we ask that you acknowledge by initialing the option(s) above, sign below, and return a copy to [grant@RandHpaintingMN.com](mailto:grant@RandHpaintingMN.com) or by fax to 320.286.2795.*

*Our invoices are NET 30 DAYS, no retainage. A 1.5% interest charge per month for invoices over 30 Days will apply. Should you have any questions regarding this proposal, please feel free to call me.*

**I HAVE READ AND AGREE TO THIS QUOTATION:**

**Thank you,**

Grant Raisanen

R&H Painting, LLC.

612.703.4869

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

P.O#: \_\_\_\_\_

Date: \_\_\_\_\_

Email Invoice to: \_\_\_\_\_



We Appreciate the Opportunity, Thank You!

◇ Est. 1974 ◇

## Memorandum

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Item: Grills for West Ridge Park

Meeting Date: March 25, 2019

Presented By: Margaret McCallum, City Administrator

**Details:**

The Park Commission has been discussing the purchase of park grill for West Ridge Park for some time. They would be located by the park shelter.

Public Works would install them.

At the March 12, 2019 meeting, the Park Commission recommended to Council the purchasing of a single and double grill for West Ridge Park not to exceed a total project cost of \$1,500.

The double grill costs \$700 and the single costs \$420. The freight cost to deliver is about \$250. Public Works would need some concrete for install. But the project should be at or under \$1,500.



**Attachments:**

None.