



**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, MAY 11, 2020  
6:30 PM**

**AGENDA**

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
  - A. Minutes
    1. April 27, 2020 City Council Meeting Minutes
    2. April 27, 2020 City Council Workshop Meeting Minutes
  - B. Claims
  - C. Building Permit Report – 2020
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
  1. Business
    - a. 2020 MnDOT Highway 25 Project – Update – Resolution 5.11.20.18
    - b. Garbage Services Contract – Waste Management – Misc. Services
    - c. Liquor License Reimbursement – Resolution 5.11.20.19
    - d. 5<sup>th</sup> Street Lot Development Request
- 7. City Council Reports**
- 8. Other Business**
- 9. Upcoming Meetings & Events**

May 12, 2020 Park Commission Meeting  
May 25, 2020 City Council Meeting
- 10. For Your Information**

May 4, 2020 Personnel Committee Meeting Minutes
- 11. Adjournment**

MAYER CITY COUNCIL WEBINAR ZOOM MEETING MINUTES – APRIL 27, 2020  
Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

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

ABSENT:

STAFF: City Administrator McCallum, Deputy Clerk Gildemeister, and City Engineer Martini

ALSO PRESENT: Don Wachholz, Jodie Murray, Todd Hagen, Andy Bright, Jason Hartman, Bev Mathiasen, Diane Langenback

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member Stieve-McPadden to approve the agenda with the addition of Compost Site 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 Stieve-McPadden to approve the Consent Agenda as presented. Motion Carried 5/0.

1. Approve the Minutes of the April 13, 2020 Regular City Council Meeting.
2. Approve Claims for the Month of March and June 2020. Check numbers 22951 to 22974. E-check numbers 5638 to 5645.
3. Acknowledge Fire Department Report for the Month of March 2020.
4. Acknowledge Sheriff's Department Report for the Month of March 2020.
5. Acknowledge Engineer's Report of projects for the Month of March 2020.
6. Acknowledge City Administrator's Report for the Month of April 2020.
7. Acknowledge Public Works Report of activities from March 20, 2020 to April 22, 2020.

CITY ADMINISTRATOR

1. **Approve Garbage Services Request for Proposal (RFP)** – City Administrator McCallum opened discussion with a brief review of the City's current garbage service with Republic Services (originally Elite Waste Disposal) that will end on August 31, 2020. The City publicizes Request for Proposal (RFP) and received proposals from Waste Management, Randy's Sanitation, and Republic Services. City Administrator McCallum briefly reviewed the breakdown of each provider's services for Council.  
City Administrator introduced each representative: Jason Hartman with Waste Management, Andy Bright with Randy's Sanitation, and Bev Mathiasen with Republic Services. Andy Bright was asked to explain Randy's Sanitation Blue Bag Organics Program. Bev Mathiasen commented that Republic Services would not offer an organic program because there is "not enough participation". Jason Hartman stated that Waste Management offers a drop-site organics program. Council also asked each representative about their leaf pick-up services. Waste Management offers curbside pick-up from mid-April to mid-November at a minimal fee, or a onetime leaf bin service for \$70.

Randy's Sanitation offers curbside leaf pick-up from mid-April to mid-November or a one day pickup in the fall. Cost is included in quarterly billing. Republic Services offers either curbside leaf pick-up or the onetime Spring cleanup day. Being no further questions from Council, a MOTION to accept RFP from Waste Management and authorize Staff to move forward with drafting a contract was made by Council Member Stieve-McPadden and seconded by Council Member Boder. Motion carried 4/1. *Council Member Butterfield a nay.*

2. **Approve Water Tower Rehabilitation Financing and Authorize Sending the Project out for Bidding** – In October 2019, Council authorized Bolton & Menk to prepare plans and specifications for a Tower Rehabilitation Project that includes sandblasting, surface repairs, and painting of the exterior. City Engineer Martini requested authorization to advertise and bid the project. Mr. Martini stated that to ensure the City receives the best and most competitive bids possible, Staff is recommending a bid alternate that allows the Contractor to either complete the work in the fall 2020 or spring 2021. The project cost is estimated to come in around \$410,000.00. The City currently can pay cash for this project with funds in the Capital Improvement Reserve Water Fund. Another option for financing the project would be to seek out a bond to finance the project. Council agreed on the cash option. A MOTION to approve Water Tower Rehabilitation by using the Capital Improvement Reserve Water fund and to authorize Bolton & Menk to publicize for fall and spring bids was made by Council Member and seconded by Council Member Stieve-McPadden. Motion carried 5/0.
3. **2020 MnDot Highway 25 Project Update** – Diane Langenback, MnDot Engineer, presented an update on the 2020 Highway 25 project within Mayer and between Mayer and Watertown. Mayer-MN Dot will construct a sidewalk from 5<sup>th</sup> Street NE to 7<sup>th</sup> Street NE at the roundabout. Upgrade sidewalks to comply with ADA between 1<sup>st</sup> Street NE and 5<sup>th</sup> Street NE. Resurface Highway 25 from 1<sup>st</sup> Street/County Road 30 to State Street in Watertown. MN Dot Engineer Langenback informed Council that there have been some delays, but they will not affect Mayer and stated that the project is scheduled to start in August of 2020. She informed Council that there may be some additional costs for utilities (gate valves and hydrants) and crosswalk redesign. Council thanked Diane for her update. Mayor Dodge directed Staff to add discussion about utilities and Hwy 25 to a future Council Workshop meeting.
4. **Fire Station Financing Option** - Council continues to have ongoing discussion on a new Fire Station building and needs to determine which method it will use to finance the project and keep the project moving forward. Council discussed financing options with the guidance of Todd Hagen, financial advisor with Ehlers. The project is projected to be about \$3,148,210. Todd Hagen explained that cities can choose to finance new building projects in a variety of ways, including using dedicated funds, specific revenue streams, and the general tax levy (bonds). Mr. Hagen laid out three financing options: General Obligation Bond, Lease Revenue, or USDA Loan. After some discussion, Council agreed that going with a G.O. Bond was the best option. A MOTION to authorize Staff to work with Ehlers on Fire Station G.O. Bond financing was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield. Motion carried 5/0.

5. **Approve Repair of Mayer Fire Department 1989 Tanker** – A MOTION to approve the repair of the Mayer Fire Department 1989 Tanker for \$5,000 was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 5/0.
6. **Approve Purchase of Carver County Sheriff’s Department Extra Shift Option** – Council agreed to save the funds due to the unknowns with the Coronavirus Pandemic.
7. **Approve the Opening of Carver County Recycling Center and Mayer Compost Site** – Carver County Environmental Board will be discussing the opening of Carver County Recycling sites by May 2, 2020. A MOTION to approve the opening of Mayer Compost Site/Carver County Recycling on May 2, 2020 and resume regular schedule per Carver County’s decision was made by Council Member Boder and seconded by Council Member Butterfield. Motion carried 5/0.

ADJOURN

There being no further business, a MOTION was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly to adjourn the meeting at 7: p.m. Motion Carried 5/0.

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Mike Dodge, Mayor

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

MAYER CITY COUNCIL WEBINAR ZOOM WORK SESSION MINUTES – APRIL 27, 2020

Call Work Session to order at 7:55 p.m. by Mayor Dodge.

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

ABSENT:

STAFF: City Administrator McCallum, Fire Chief I Maetzold, and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Jodie Murray

1. **Discussion on Fire Truck Tanker Replacement:** Fire Chief I Maetzold presented a proposal on why the City needs to replace the 30 year old 1989 International tanker. The City currently has two tankers. He proposed replacing the 1989 tanker with a new 2021 Freightliner. Fire Chief Maetzold has acquired two bids. One from Midwest Fire for \$262,479 and another from North Central Ambulance for \$300,000. He asked Council for feedback.

Discussions on whether purchasing a used tanker is possible and whether two tankers are needed considering all the mutual aid from surrounding communities. Council asked Fire Chief if he had reached out to the townships for their input. He stated he had not. Council agreed that they would like to hold a meeting with the townships. Council directed Fire Chief Maetzold to research how often the City tankers are used along with (township) cost sharing numbers for the purchase of a new tanker, and bring data to next meeting. Council would like Staff to arrange a future meeting with the four townships.

*Council stated that the current circumstances my leave a lot of people out of work and felt it is not wise for the City to make large purchases but would like to move forward with township meeting.*

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:22 p.m.

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Mike Dodge, Mayor

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

**ACCOUNTS PAYABLE LIST**

**MAY 11, 2020**

**Checks:22975 - 22996, 5646E - 5664E,50137**

22975	VOID	VOID	
22976	AEM Workforce Solutions	Payroll Preparation - April 2020	\$500.00
22977	Ancom Communications Inc	Fire Department Battery and Clips	\$183.25
22978	BSN Sports	Batting Cage	\$5,024.71
22979	Cintas	Public Works Uniforms and City Hall Rugs	\$215.94
22980	Flagship Recreation	Assembly and Installation of Playground - Discovery Park	\$18,660.40
22981	Gopher State One Calls	Locates	\$126.90
22982	Great America Financial Services	Copier Lease Agreement	\$190.41
22983	Greater Minnesota Communications	City Letterhead	\$384.91
22984	Herald Journal Publishing	Notification for Water Treatment Improvement	\$33.12
22985	IUOE Local 49	Union Employee Healthcare Premiums	\$3,795.00
22986	Janell Gildemeister	Gas Reimbursement - January - May 2020	\$100.00
22987	Lincoln National Life	Employee Life Insurance - Disability Insurance	\$202.80
22988	IUOE Local 49 - Fringe Benefits	Union Dues	\$105.00
22989	Mayer Lumber Co	Wedge Anchors	\$600.41
22990	Metro West Inspections	Final Permits - April 2020	\$3,381.52
22991	Municipal Development Group	Planning Services	\$232.79
22992	OPG-3 - Laserfische	Annual Cloud - Laserfische Program Fee	\$3,330.40
22993	Peak Heating and Cooling	Spring Maintenance	\$678.60
22994	Ratwik Roszak and Maloney	Attorney Services - COVID-19, Brunton Contract, Etc.	\$4,119.70
22995	Security Bank	H.S.A. Contribution - McCallum	\$125.00
22996	Squeaky Clean	Cleaning Services	\$561.17
5646E	ADP LLC	Employee Wages	\$7,189.39
5647E	ADP LLC	Employee Taxes	\$2,854.48
5648E	PERA	Employee Benefits	\$1,429.17
5649E	ADP LLC	Employee Wages	\$7,397.33
5650E	ADP LLC	Employee Taxes	\$2,928.81
5651E - 5662E	VOID	VOID	
5663E	Delta Dental	Dental Benefits	\$57.37
5664E	Security Bank	ACH Processing Fees	\$36.70
50137	ADP LLC	Payroll	\$796.22

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\$65,241.50







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## QUARTER 1 BUILDING REPORT – 2020

### JANUARY

Detached new homes -	4	
Attached new homes -	0	
Other -	7	Basement Finish (2), Mechanical (4)
Commercial -	4	New Build (7 <sup>th</sup> Street), Fence

### FEBRUARY

Detached new homes -	2	
Attached new homes -	0	
Other -	6	Plumbing, Mechanical (3) ReRoof
Commercial -	0	

### MARCH

Detached new homes -	6	
Attached new homes -	0	
Other -	12	Plumbing, Mechanical, ReRoof (5)
Commercial	3	Plumbing, Re-Roof, Re-Side

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### QUARTER 1 TOTALS

Detached new homes -	12
Attached new homes -	0
Other -	25
Commercial -	7



## Request for Council Action Memorandum

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Item: 2020 MnDOT Highway 25 Reconstruction Cooperative Agreement – Resolution 5.11.20.18

Meeting Date: May 11, 2020

Presented By: Margaret McCallum, City Administrator

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

To review the 2020 MnDOT Highway 25 Reconstruction Cooperative Agreement and consider passing Resolution 5.11.20.18.

### **Details:**

MnDOT has been planning for the Highway 25 project within and between the cities of Watertown and Mayer for a few years.

A summary of the work includes resurfacing Highway 25 south of 1<sup>st</sup> Street/County Road 30 in Mayer to State Street in Watertown.

Within Mayer, MnDOT will construct a sidewalk from 5<sup>th</sup> Street to 7<sup>th</sup> Street at the roundabout. In addition, MnDOT is proposing upgrades to sidewalks in downtown Mayer to meet current American with Disability Standards (ADA). These include sidewalks between 1<sup>st</sup> Street/County Road 30 and 5<sup>th</sup> Street.

The project is now projected to begin in Mayer the beginning of August 2020.

MnDOT has submitted, for consideration, a Cooperative Construction Agreement No. 1036535 for the planned mill and overlay project and improvements of Highway 25 in the City of Mayer.

The City has some minor utility relocation that will need to occur to facilitate some of the planned improvements as well as the installation of a push button pedestrian flasher and crosswalk. These costs are approximately \$49,851.55, which will be paid for out of the street capital fund.

As of April 22, 2020, MnDOT notified the cities of Mayer and Watertown of delays to the project because of delays in completing the bidding requirements and utility relocation delays because of the COVID-19 pandemic. As a result, the letting date of the project has been pushed back to June. The delay will likely see construction beginning in August. Due to the push back in the date, this will likely not allow for the full project to be completed in one construction season.

It is likely that the Watertown portion of the project will be completed in 2021, with an anticipated completed date of June.

**Attachments:**

MnDOT Agreement No. 1036535

Resolution 5.11.20.18

# Memo

**To:** Curt Kobilarcsik  
Metro Project Manager

**From:** Malaki Ruranika  
Cooperative Agreements Engineer

**Date:** April 16, 2020

**Subject:** Proposed Coop. Const. Agree. No. 1036535  
City of Mayer  
S.P. 1006-29 (T.H. 25=025)  
City cost for T.H. 25 Construction

Transmitted herewith in is a proposed agreement with the City of Mayer. This agreement provides for the City's share of the costs of the utility adjustments and PCFS construction on T.H. 25.

Present this agreement to the City Council for their approval and execution that includes original signatures of the City Council authorized City officers on the two copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document and all parties must sign in succession on the same document.

The executed agreements and resolutions (two originals of each) should be forwarded to this office as soon as possible. A copy will be returned to the City when fully executed.

**Please send me a copy of your letter transmitting the agreement to the City for approval.**

cc: File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MAYER  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>1006-29</u>	<b>Estimated Amount Receivable</b>
<b>State Project Number (S.P.):</b>	<u>1007-21</u>	<u>\$49,851.55</u>
<b>Trunk Highway Number (T.H.):</b>	<u>25=025</u>	
<b>Federal Project Number:</b>	<u>STPF 1020(218)</u>	
<b>Lighting System Feed Point:</b>	<u>"A" and "B"</u>	
<b>Signal System ID:</b>	<u>4021460</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Mayer acting through its City Council ("City").

**Recitals**

1. The State will perform grading, bituminous surfacing, bituminous mill and overlay, and ADA improvement construction and other associated construction upon, along, and adjacent to Trunk Highway No. 25 from County State Aid Highway (C.S.A.H.) No. 30 (First Street) to State Street according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 1006-29 (T.H. 25=025) ("Project"); and
2. The City has requested the State include in its Project utility adjustments and Pedestrian Crosswalk Flasher System (PCFS) construction; and
3. The City wishes to participate in the costs of the utility adjustments and Pedestrian Crosswalk Flasher System construction and associated construction engineering; and
4. The City requested an exception to the Cost Participation Policy in regards to City lighting costs associated with this Project. The State has concurred with the request and will allow the exception. The City will not be required to participate in said lighting costs; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.

- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. 4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance and Compliance.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 1006-29 (T.H. 25=025) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement.

## 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
  - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
  - B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
  - A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
  - B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

## 2.5. *Permits.*

- A. **Utility Permit.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B. **Limited Use Permit.** The City will obtain, through the District's Right-of-Way Area Manager, Limited Use Permit (L.U.P.) No. 1006-0044 to cover the City's liability responsibilities of trail to be constructed upon the State Right-of-Way. Upon expiration of said permit the City will obtain a new permit for the trail.

2.6. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

## 3. **Maintenance by the City**

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. **Trails.** Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. Limited Use Permit No. 1006-0044 will further describe the maintenance responsibilities of the trail.
- 3.5. **Lighting.** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the

poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

**3.6. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

#### **4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance and Compliance**

Power, ownership, operation, maintenance and compliance responsibilities will be as follows for the new PCFS on T.H. 25 at 4<sup>th</sup> St:

- 4.1. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly service expenses necessary to operate the PCFS.
- 4.2. Ownership, Operation and Maintenance.** Upon completion of this Project, the City will own the PCFS. The City will operate and maintain the PCFS, perform all Gopher State One Call locating, and be responsible for future system replacement, all at the City's cost and expense. The maintenance includes, but is not limited to: snow, ice and debris removal of the pedestrian landings, associated signing, crosswalk pavement markings, and lighting without cost or expense to the State. The City will perform all system maintenance in a timely manner.
- 4.3. Compliance.** The City will also be responsible for replacement or upgrades to meet compliance of current and future ADA requirements without cost or expense to the State. If the City fails to comply with the maintenance terms or ADA requirements, or if a safety issue develops, the State may require the City to remove the PCFS or the State may remove it at the City's cost.

#### **5. Basis of City Cost**

- 5.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization, Field Office Type D, Field Laboratory Type DX, and Traffic Control.
  - A.** 100 Percent will be the City's rate of cost participation in all of the utility adjustment and PCFS construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 5.3. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 5.4. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

**5.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## **6. City Cost and Payment by the City**

**6.1. City Cost. \$49,851.55** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

**6.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

**6.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

**6.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## **7. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**7.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

**7.2.** The City's Authorized Representative will be:

Name, Title: Margaret McCallum, City Administrator (or successor)  
Address: 413 Bluejay Avenue, Mayer, MN 55360  
Telephone: (952) 657-1502  
E-Mail: Margaret.mccallum@cityofmayer.com

**8. Assignment; Amendments; Waiver; Contract Complete**

- 8.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**9. Liability; Worker Compensation Claims**

- 9.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**10. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**11. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**12. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil

remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**13. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. Termination; Suspension**

**14.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**14.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**14.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

**15. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**CITY OF MAYER**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1036535**

**City of Mayer**

S.P. 1006-29 (T.H. 25=025)

Preliminary: April 14, 2020

S.P. 1007-21 (T.H. 25=025)

Fed. Proj. No. STPF 1020(218)

State Funds

Grading, bituminous surfacing, bituminous mill and overlay, and ADA improvements construction to start approximately July 2020 under

State Contract No. \_\_\_\_\_ with \_\_\_\_\_

located on Trunk Highway No. 25 from County State Aid Highway No. 30 (First Street) to State Street

**CITY COST PARTICIPATION**

(1) Utility Adjustments and PCFS Work Items From Sheet No. 2	46,158.84
Construction Engineering (8%)	3,692.71
<b>(2) Total City Cost</b>	<b>\$49,851.55</b>

(1) Pedestrian Crosswalk Flasher System (PCFS)

(2) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)



**CITY OF MAYER**

**RESOLUTION**

IT IS RESOLVED that the City of Mayer enter into MnDOT Agreement No. 1036535 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utility adjustments and Pedestrian Crosswalk Flasher System construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 25 from County State Aid Highway No. 30 (First Street) to State Street within the corporate City limits under State Project No. 1006-29 (T.H. 25=025).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Mayer at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2020
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

**CITY OF MAYER  
RESOLUTION NO. 5.11.20.18**

**RESOLUTION APPROVING MNDOT AGREEMENT NO. 1036535 WITH THE STATE  
OF MINNESOTA, DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the City of Mayer (the “City”) desires to cooperatively work with the Minnesota Department of Transportation (“MnDOT”) for improvements on and adjacent to State Highway No. 25; and

**WHEREAS**, the City will provide payment to MnDOT for the City’s share of costs associated with utility adjustments and the Pedestrian Crosswalk Flasher System construction and other associated construction to be performed upon, along, or adjacent to State Highway No. 25 from County State Aid Highway No. 30 (First Street) in the City of Mayer, Minnesota to State Street within the corporate City limits of the City of Watertown under State Project No. 1007-21 (T.H. 25=025); and.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Administrator are authorized to execute the Agreement and any amendments to the Agreement; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Mayer, hereby approves the MnDOT Agreement No. 1036535 on this 11th day of May, 2020.

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

ATTEST: \_\_\_\_\_  
Margaret McCallum, City Administrator

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2020.



## Council Memorandum – Workshop

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Item: Garbage Services Contract – Waste Management

Meeting Date: May 11, 2020

Presented By: Margaret McCallum, City Administrator

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

To review some services provided in the Garbage Services Proposal by Waste Management and make a decision with regards to if and what services should be provided related to Leaf Clean Up Day and Curbside Clean Up Day.

### **Details:**

The City currently has a five year contract with Republic Services (originally through Elite Garbage Services) that ends on August 31, 2020.

At the February 24, 2020 City Council meeting, the Council approved publication of a Request for Proposals (RFP) for a new contract that would start on September 1, 2020.

Staff solicited proposals by posting on the League of Minnesota Cities website and the newspaper.

The RFP requested services similar to those currently provided, including garbage and recycling, a clean up day, special bins for community events, and special pickups upon request.

The City requested, as an optional service for residents, that yard waste pickup be offered during the summer months.

The City also requested, as an additional option, a price proposal regarding a leaf cleanup day in October/November.

Lastly, the City asked whether the company provided organics as an option available to residents, and if so, what it would cost to provide this service.

The following three proposals were received by the deadline of March 24, 2020: 1) Waste Management; 2) Randy's Sanitation; and 3) Republic Services (current provider).

At the April 27, 2020 City Council meeting, the City Council moved to move forward with a contract with Waste Management based on their proposal that was submitted.

## **Waste Management Proposal Summary:**

**RATES** - Increase 3.5% annually

Garbage Rates (monthly) – Per Cart Size

<b>SENIOR (35 GALLON)</b>	\$8.67	\$8.97	\$9.29	\$9.61	\$9.95
<b>35 GALLON</b>	\$10.21	\$10.57	\$10.94	\$11.32	\$11.72
<b>64 GALLON</b>	\$11.85	\$12.26	\$12.69	\$13.14	\$13.60
<b>96 GALLON</b>	\$13.50	\$13.97	\$14.46	\$14.97	\$15.49

Single Sort Recycling Rates – 96 Gallon Cart.

<b>BI-WEEKLY RECYCLING (96 GALLON)</b>	\$4.75	\$4.92	\$5.09	\$5.27	\$5.45
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**ORGANICS** – Yes. Organics Drop Site – Would be within the City of Mayer. Extra \$.05 per month per home.

**CURBSIDE CLEAN-UP** – Yes. 3 yards of trash to be placed at curb. Trash only, no appliances, electronics, tires or hazardous waste. *Extra \$.71 per month.*

**FALL LEAF CLEANUP EVENT OPTION** – Yes. Would take place in October/November. *Extra \$.25 per month.*

**YARD WASTE OPTION** - \$70 per year per season. Decided by resident to participate.

**PICKUP DAY** - Thursday

**CITY FACILITIES** - Pricing includes free services for City facilities and City special events.

**TRANSITION TIME** - Need a decision by May to be able to transition carts by September 1, 2020.

**CUSTOMER COMPLAINTS** – They have the ability to track all customer calls and repost them to the City. The report could/would include complaints/bulk pickups, cart exchanges, etc.

**COMMUNICATIONS** - If given the contract they would hand out welcome packets with general info regarding pickup schedules and recycling dos and don'ts. They would communicate through email and phone blasts for weather related delays.

The **TOTAL BILL** reflects the total cost a resident would pay per month if ALL services of garbage, recycling, organics (if offered) and Cleanup Events (curbside and/or leaf events (if offered)) are provided. The Yard Waste cost is not included as this is an optional per household purchase.

<b>TOTAL BILL - Garbage/Recycling/Organics/Cleanups</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>SENIOR (35 GALLON)</b>	\$14.43	\$14.94	\$15.46	\$16.00	\$16.56
<b>35 GALLON</b>	\$15.97	\$16.53	\$17.11	\$17.71	\$18.33
<b>64 GALLON</b>	\$17.61	\$18.23	\$18.86	\$19.52	\$20.21
<b>96 GALLON</b>	\$19.26	\$19.93	\$20.63	\$21.35	\$22.10

**Contract:**

With the Council’s approval at the April 27, 2020 meeting, staff is starting to work on the contract with Waste Management.

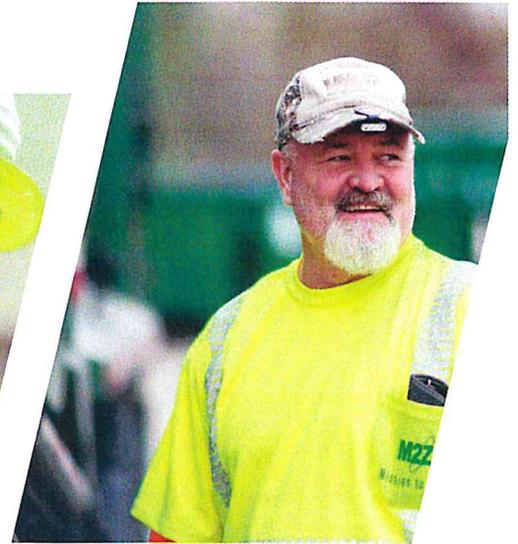
Staff is asking the Council to discuss the following services and determine which services to provide within the contract:

Leaf Clean Up Day: \$.25/month of the TOTAL BILL

Curbside Clean Up Day: \$.71/month of the TOTAL BILL

Organics Drop Site: \$.05/month of the TOTAL BILL

# Mayer, Minnesota



**Residential Solid Waste, Recycling & Yard Waste Collection**

3/19/20

SUBMITTED BY

**Waste Management of Minnesota, Inc.**

CONTACT

Jason Hartman  
Public Sector Sale Representative  
612-271-7863  
[Jhartma5@wm.com](mailto:Jhartma5@wm.com)

3/19/20

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

Dear Mrs, McCallum

We appreciate the opportunity to offer our Proposal for Solid Waste, Recycling and Yard Waste to the City of Mayer. We believe that we present the best overall value to the City, and we believe that our proposal meets the requirements of the RFP.

Waste Management of Minnesota has been providing Environmental Services to the residents of Minnesota for more than 40 years. If awarded the contract, Mayer will be serviced from our Waste Management of Minnesota, Inc. Winsted Hauling District located at 490 Industrial Blvd, Winsted, MN 55395 approximately 12 miles away from Mayer.

Jason Hartman, Public Sector Sales Representative, is the Waste Management contact person for this proposal. He can be reached via phone (612) 271-7863 or by email at: [jhartma5@wm.com](mailto:jhartma5@wm.com).

We are excited to offer a proposal in a time with unsure recycling commodities values that gives the city of Mayer straightforward pricing with no worries about additional charges from negative recycling commodities.

We look forward to renewing our partnership with the city of Mayer.

Sincerely,

Jason Hartman  
Public Sector Sales Representative

**CITY OF MAYER PROPOSAL FORMS**  
**PROPOSAL APPLICATION FORM**

**Company Name:** Waste Management of Minnesota LLC.

**Address:** 490 Industrial Blvd.

**City:** Winsted **State:** MN **Zip:** 55395

**Telephone:** 612-271-7863

**Contact Person:** Jason Hartman

**The City of Mayer will issue one (1) contract for refuse hauling. The refuse hauler must be licensed in Carver County. The period is for three (3) or five (5) years. There will be no collections before 7:00 a.m. Monday through Friday. This contract is non-transferable. The contract period will be from September through August.**

**Are you licensed in Carver County?** Yes  No

**Number of years Contractor has been in the refuse hauling business:** 50 Years

**Number of years Contractor has been in the recycling collection business:** 35 years

**Communities Contractor is currently serving for refuse hauling and recycling collection:**

City Name	Services	Dates
Long Lake	Recycling	2000 thru present
Silver Lake	MSW	2005 thru present
Rich Valley	MSW & Recycling	2002 thru present
Plato	MSW	2010 thru present
Hamburg	MSW & Recycling	2008 thru present
Dassel	MSW & Recycling	2014 thru present
Litchfield	MSW, Recycling & Yard Waste	2006 thru present
Winsted	MSW	2002 thru present

Southside Township	Recycling	2015 thru present
Deephaven	MSW, Recycling & Yard Waste	1999 thru present
Rockford	MSW, Recycling & Yard Waste	2004 thru present
Cokato	MSW, Recycling & Yard Waste	2004 thru present
Green Isle	MSW & Recycling	2001 thru present
Glencoe	MSW	1995 thru present
City of Orono	Recycling	1992 thru present

**This contract is for curbside collection of refuse and recyclables. Recyclables will include, but are not limited to: cardboard, paper products, tin and aluminum cans, plastic bottles and glass containers.**

### Material Specifications and Delivery Specifications

As a society, we know that recycling is important, it's something that we really want to do, but in order for recycling to make an impact, we have to recycle right. Today's most successful and sustainable recycling programs place emphasis on the value of the materials accepted – we must ask ourselves, does this material have a viable market? If the answer is yes, we must also ensure the material we're recycling is properly prepared, clean, and free from contamination.

Our list of acceptable material is reflective of today's market reality and includes only materials that meet industry quality standards and have viable market demands. However, due to the length of our Contract with Mayer, it's important to allow for the possibility that this list may need to be adjusted at some point over the next 5 years. Contract language must support our collective need to make changes to material accepted in order to respond to global market demands, as well as, protect the quality of material we process.

### Ability to Dispose of Materials Where There is No End Market

In order to successfully sell the material, we collect, we must remain flexible and responsive to market shifts in material type and quality. The market has shown in the past few months, that there will be extended periods of time, where the demand of for a specific material ceases to exist either temporarily or permanently. These shifts in the market are uncontrollable events that our industry cannot influence. Even the highest quality, contamination free bales of material must have a sustainable end-market in order to truly be recyclable. In this type of scenario, Waste Management must have the ability to dispose of materials for which there are a lack of buyers or markets.

### The Current State of Recycling

The global recycling landscape is changing rapidly. We are all consuming differently than we were just 30 years ago. Much of what we purchase is now in single servings and we love pouches for our on-the-go lifestyle. From food to electronics, we use a plethora of plastics, and we accumulate a lot of cardboard boxes from online shopping. In the past 20 years we have seen a surge in curbside programs – both in volumes and material diversity. At the same time, China accommodated the growth in recycling programs and became the largest consumer of our recyclable material. In fact, 30 percent of the world's recyclables

were imported to China in 2016. Our recyclables fueled a growing Chinese economy, serving as a valuable feedstock for everything from fleece jackets to shoe boxes.

But things have continued to change. China's growth and bustling manufacturing operations had major implications on their natural environment and in response they have set aggressive environmental goals including major reductions in carbon intensity, restoring water quality, and implementing their own nationwide recycling program. This also means that China is becoming increasingly selective about the quality of materials they allow to be imported into their country and as of early 2018 they have begun enforcing a new 0.5 percent contamination limit on imported recyclables in addition to Operation Blue Sky, a screening effort to enforce their new policies. China has announced a plan to eliminate imports of all post-consumer recyclables by 2021, and they appear to be taking steps to move down this path.

As China moves forward with import restrictions, the global recycling industry has had to quickly adjust to the new reality of recycling and this is no longer just a "China" market issue – this is a global market issue. The bottom line is simple - regardless of where our recyclables go to be processed, the materials we send to market must be clean and free from contaminants and there must be a demand for these specific materials. Simply putting anything and everything into a recycling cart doesn't count as recycling. We are only offering a sustainable recycling program when the material we collect can be made into new products and displace the use of virgin materials.

Impact of global market conditions on local recycling programs: China's import restrictions have eliminated the world's largest market for mixed paper and mixed plastics, forcing recyclers to find a new home for over 13 million tons of materials per year. This over-supply of material ultimately impacts all curbside collection programs since paper and plastics are now competing for limited markets – and these markets now have the ability to purchase only the highest quality of materials available with no contamination. As the largest volume of material recycled, finding new markets for paper is critical.

## Extraordinary Language

In recent years, the recycling markets have shown us time and again that similar to oil, recyclables are a volatile commodity in a global market. The value of the material we process and how much it costs to transport and process that material can be impacted by everything from the world economy, political sanctions and regulatory changes, to the introduction of new fees and taxes levied by government entities or regulatory agencies, and by a host of extraordinary circumstances beyond the control of our Company. In such circumstances, we are able to protect the continuity of curbside programs by maintaining our ability to adjust rates to reflect the true cost of providing recycling collection and processing services.

## What is Contamination?

Every day, Waste Management collects and sort tons and tons of recyclables. However, nationally, on average, 25 percent of all items recycled are actually trash - things like plastic bags, yard waste, hoses, and wires. This creates an enormous problem called recycling contamination. Recycling contamination happens when trash ruins otherwise good recyclables. For example, food or liquids placed in recycling will saturate paper and cardboard. Once contaminated, these recyclables can no longer be recycled and they become trash.

**Why it is So Important to Recycle Right**

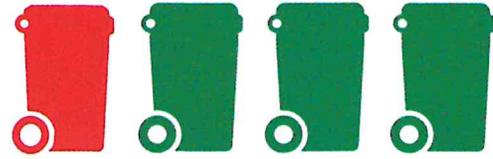
In the midst of these challenges, we must remember to pause and think about why we recycle. We recycle to reduce our environmental impacts in a socially and economically responsible way. Recycling reduces greenhouse gas emissions, conserves resources, saves energy, and reduces landfill usage. Contamination threatens that by preventing thousands of tons of recyclables from ever seeing a second life. This, in turn, negatively impacts value and demand of recyclable materials, which dictates the growth of recycling infrastructure and the expansion of collection programs at the local level. The sustainability of all recycling programs is dependent upon collecting high quality recyclable materials free of unacceptable materials.

In order to overcome this, we must work in close collaboration with our customer partners – municipalities, businesses, education institutions, and residents - to confirm that both new and established recycling programs are sustainable given today’s realities. We must all work together to develop local, effective solutions for this global problem.

Collecting materials is not the same as recycling them. It’s only when a material is recycled into something else that we realize the economic and environmental benefits. Anything short of this, and we’re simply creating a problem that results in a negative environmental impact. To allow our local recycling programs to remain viable, workable operations, Waste Management has had to take proactive steps to help our customers understand the new recycling paradigm and how local actions have global impacts. Therefore, the previously stated recyclable specifications are of the utmost importance when educating your residents/students/employees about what to recycle, but also about what not to recycle. Again, when in doubt, throw it out.

The following list of items represents the current materials currently being accepted by Waste Management as recyclables. This list may expand or contract due to market conditions.

Contamination may result in additional fees.



1 in 4 items placed in a recycling cart is not recyclable!



**Recyclables must be dry, loose (not bagged), and include ONLY the following:**

- |   |           |
|---|-----------|
| Aluminum cans – clean and empty                               | Newspaper |
| PET bottles with the symbol #1 – with screw tops only – empty | Mail      |

HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – clean and empty

Steel and tin cans – clean and empty

Phone books

Magazines, glossy inserts and pamphlets

Uncoated paperboard (ex. cereal boxes; food and snack boxes)

Uncoated printing, writing and office paper

Old corrugated containers/cardboard (uncoated)

Plastic containers with symbols #3-#5 – empty (no expanded polystyrene), empty

Aseptic cartons and gabletop containers

Glass food and beverage containers – brown, clear, or green - empty

**Non-recyclables include, but are not limited to the following:**

Plastic bags and bagged materials (even if containing Recyclable Materials)

Mirrors

Light bulbs

Porcelain and ceramics

Expanded polystyrene

Glass and metal cookware/bakeware

Hoses, cords, wires

Flexible plastic or film packaging and multi-laminated materials

Food waste and liquids, containers containing such items

Excluded Materials or containers which contained Excluded Materials

Any Recyclables or pieces of Recyclables less than 4" in size in any dimension

Microwavable trays

Window or auto glass

Coated cardboard

Plastics unnumbered along with #6 & #7 plastics

Coat hangers and Wire

Household appliances and electronics

Yard waste, construction debris, and wood

Needles, syringes, IV bags or other medical supplies

Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)

Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils

Propane tanks, batteries, Aerosol cans

**DELIVERY SPECIFICATIONS:**

Material delivered by or on behalf of the city of Mayer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Waste Management reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Waste Management may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials. Waste Management may invoice the city of Mayer for all costs, losses and expenses incurred with respect to such non-conforming Single Stream Materials including costs for handling, processing, transporting and/or disposing of such non-conforming materials, which charges may include an amount for Waste Management's operating or profit margin. Without limiting the foregoing, Waste Management may bill the city of Mayer a contamination charge.

**List your prices per month for the following container sizes. The price must include collection for waste, collection of recyclables, all taxes, any container charges, and all surcharges. (sizes are approximate):**

Service Level	Monthly Rate	Tax	Total
Senior (35 Gal)	\$ 7.90	\$ 0.77	\$ 8.67
35 Gallon	\$ 9.30	\$ 0.91	\$ 10.21
64 Gallon	\$ 10.80	\$ 1.05	\$ 11.85
96 Gallon	\$ 12.30	\$ 1.20	\$ 13.50
Bi-Weekly Recycling (96 Gal)	\$ 4.75	\$ -	\$ 4.75
Seasonal YW (Subscription service 4/15 thru 11/15)	\$ 70.00	\$ -	\$ 70.00
Curbside Cleanup (Monthly Fee 100% participation)	\$ 0.65	\$ 0.06	\$ 0.71
Fall Leaf Cleanup (Monthly Fee 100% participation)	\$ 0.25	\$ -	\$ 0.25

- Rates adjusted by 3 ½% annually.
- Seasonal Yard Waste comes with a 96 gallon YW cart with weekly service from 4/15 thru 11/15 (weather permitting). Yard waste customers are charged a onetime fee \$70.00 for the season.
- The curbside cleanup will be an additional \$.71 per month on customers trash bill. Customers will be able to dispose of 3 yards of trash (approx. a pickup truck load). This will be trash only, no appliances, electronics, tires or hazardous waste accepted.
- Fall leaf cleanup will be additional \$.25 per month. Leaf cleanup will be held on a mutually agreed upon Saturday in October/November.
- Waste Management will provide an Organics drop site at an agreed upon city location for \$.05 per home per month. Drop site will need to be monitored by the City. Contamination charges may apply.
- Waste Management would provide collection of all household services on Thursday.
- Pricing includes free services for City facilities and City special events.

Commercial Service Level	Monthly Rate	Tax	Total
1.5 Yard Dumpster (MSW)	\$ 62.00	\$ 10.54	\$ 72.54
2 Yard Dumpster (MSW)	\$ 71.00	\$ 12.07	\$ 83.07
3 Yard Dumpster (MSW)	N/A	N/A	N/A
4 Yard Dumpster (MSW)	\$ 93.00	\$ 15.81	\$ 108.81
6 Yard Dumpster (MSW)	\$ 115.00	\$ 19.55	\$ 134.55
8 Yard Dumpster (MSW)	\$ 137.00	\$ 23.29	\$ 160.29

- Commercial pricing is for once a week pickup. Additional services will be subject to additional fees.

Additional Items	Monthly Rate	Tax	Total
Mattress	\$ 35.00	\$ 3.41	\$ 38.41
Box Spring	\$ 35.00	\$ 3.41	\$ 38.41
Large Bulk Item (over 100 lbs)	\$ 50.00	\$ 4.88	\$ 54.88
Medium Bulk Item (50 to 99 lbs)	\$ 45.00	\$ 4.39	\$ 49.39
Small Bulk Item (under 50 lbs)	\$ 35.00	\$ 3.41	\$ 38.41
Appliances	\$ 50.00	\$ -	\$ 50.00
Car Tires w/o rims	\$ 3.00	\$ -	\$ 3.00
Car Tires w/ rims	\$ 6.00	\$ -	\$ 6.00
Large Tires w/o rims	\$ 3.00	\$ -	\$ 3.00
Large Tires w/ rims	\$ 12.00	\$ -	\$ 12.00
Additional Bags (MSW)	\$ 3.00	\$ 0.29	\$ 3.29
Additional YW Bags (Non-YW customers)	\$ 3.00	\$ -	\$ 3.00

- Charges include curbside pickup of item and disposal/recycling.

**Please identify what primary equipment you will use to collect refuse and/or recyclables:**

L.O.B.	Make	Capacity	Packer	Year	Fuel Type
Trash	Auto Car	28 Yard	McNeilus	2019	CNG
Recycle	Auto Car	28 Yard	McNeilus	2019	CNG
Yard Waste	Auto Car	28 Yard	McNeilus	2012	CNG

**List all additional fees (increases) and amounts that will be added to the billing:**

Prices listed above are final. There are no hidden fees.

**At what point will a Gas Surcharge be added:**

Trucks used to operate this route are GNG (Compressed Natural Gas). No fuel surcharges are applicable to this bid.

**Disposal Sites:**

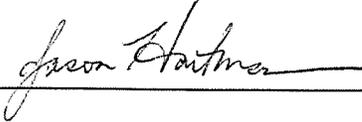
Spruce Ridge Landfill (MSW) 12755 137<sup>th</sup> St, Glencoe, MN 55336

Dem-Con Companies (Recycling) 13020 Dem con Dr, Shakopee, MN 55379

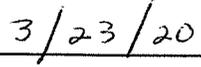
Creekside Soils (Yard Waste) 1500 Adams St SE, Hutchinson, MN 55350

Pine Products (Organics) 11780 County Rd 32, Waconia, MN 55387

Company: Waste Management

A handwritten signature in cursive script, appearing to read "Jason Hartman", written above a horizontal line.

Signature

A handwritten date "3/23/20" written above a horizontal line.

Date

## Exceptions

Pg 2 Insurance: (cancellation for nonpayment is 10 days) after the word day in the 5<sup>th</sup> line.

Pg 3 Billing for Solid Waste and Recyclable Collection: Any fee or rate increase requires approval by the City Council before it can become effective.

Pg 5 I: Clarify that this requirement does not apply to commercial containers.

Pg 5 J: Hauler is not obligated to handle toxic or hazardous waste under this agreement.

### **Force Majeure**

Neither the City nor the contractor shall be in default for the failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events.



## Request for Council Action Memorandum

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Item: Authorize Refund of a Portion of On-Sale Liquor License Fees – Resolution 5.11.20.19

Meeting Date: May 11, 2020

Presented By: Margaret McCallum, City Administrator

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

To discuss adopting Resolution 5.11.20.19 that would authorize a refund of a portion of on-sale liquor license fees for March 2020 – February 2021 due to COVID-19.

### **Details:**

In response to the COVID-19 pandemic, the State of Minnesota has ordered all bars and restaurants to close as gathering places.

Recognizing the financial impact of the closures on local bars and restaurants, some cities have issued refunds on a daily pro rata basis to be determined by the length of the government-mandated closures.

The City currently charges \$1,800.00 annually per on-sale liquor license. There are three establishments with on-sale liquor licenses.

For example, if the closures end up being for 60 days, the total estimated financial impact to the City would be \$900.00. The refund amount for on-sale intoxicating liquor licenses for a 60-day period would be \$300.00 per establishment.

Staff recommends that the City Council consider adopting a resolution authorizing a refund of a portion of on-sale liquor license fees.

### **Attachments:**

Resolution 5.11.20.19

**CITY OF MAYER  
RESOLUTION NO. 5.11.20.19**

**RESOLUTION AUTHORIZING REFUND OF A PORTION OF ON-SALE LIQUOR  
LICENSE FEES**

**WHEREAS**, In response to the COVID-19 pandemic, on March 17, 2020, the State of Minnesota ordered all bars and restaurants to close as gathering places; and

**WHEREAS**, the City of Mayer realizes the financial impact these closures have on local bars and restaurants; and

**WHEREAS**, the City of Mayer currently has issue 3 on-sale liquor licenses to local bars and restaurants; and

**WHEREAS**, the City of Mayer would like to issue refunds to these bars and restaurants on a daily pro rata basis to be determined by the length of the government-mandated closures.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Mayer, authorizes issuing refunds of a portion for on-sale liquor license fees on a daily pro rata basis to be determined by the length of the government-mandated closure.

Passed and adopted by the Mayer City Council this 11<sup>th</sup> Day of May, 2020.

\_\_\_\_\_  
Mike Dodge, Mayer

ATTEST: \_\_\_\_\_  
Margaret McCallum, City Administrator



## Request for Council Action Memorandum

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Item: 5<sup>th</sup> Street Lot Development

Meeting Date: May 11, 2020

Presented By: Margaret McCallum, City Administrator

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

To discuss a request from the owners of a vacant parcel on 5<sup>th</sup> Street requesting that the City pay for the north half of the street extension along with costs associated with gaining the necessary easements/right of way from Mayer Lutheran High School.

### **Details:**

In March, 2020, there was a request from the owners of the vacant lot at the end of 5<sup>th</sup> Street (PID 505000070) to construct a residential building.

The lot currently has water and sewer stubs access that are available for hook up. Nonetheless, City Code requires that 5<sup>th</sup> Street be extended and paved to provide access to the lot. The engineer estimated the cost of the extension to be around \$13,000.00.

When reviewing the right of way records for 5<sup>th</sup> Street, it was discovered that the right of way only covers the south half of the road. The issue was discussed with Mayer Lutheran High School who owns the northern half. They indicated that obtaining an easement for the northern half of the road would not be an issue.

At the March meeting, the Council approved that the City would pay for the clean up documentation and processing of the right of way, but that the developer would have to extend to road for access to the lot if developed.

Since that discussion, the developer has sent a letter to the City asking for the City to consider paying for the pavement of the northern half of the street extension as well as the costs associated with gaining the necessary easements/right of way from Mayer Lutheran High School.

The Council can determine if participating in the cost of the road is in the City's best interest to develop this one parcel.

### **Attachments:**

Letter from the City Engineer.  
Letter from the Developer.



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

May 4, 2020

City of Mayer  
Attn: Mrs. Margaret McCallum  
413 Bluejay Avenue  
Mayer, MN 55360

RE: 5<sup>th</sup> Street Lot Development

Dear Maggie:

As we discussed in March, the City has had a request from the owner of a vacant lot at the end of 5<sup>th</sup> Street to construct a residential building. The lot currently has water and sewer service stubs that are available for hook-up, however, 5<sup>th</sup> Street will need to be extended to provide access to the lot. The estimated cost of the street extension is \$13,000.

After a cursory review of the right of way records for 5<sup>th</sup> Street, it was discovered that the right of way only covers the south half of the road. We have discussed this issue with Joel Landskroener from MLHS who has indicated that getting an easement from the school for both the proposed road extension and the existing portion of the road should not be an issue.

Since our original discussion, we have received a request from the developer that the City pay for the north half of the street extension along with the costs associated with gaining the necessary easements/right of way from the school.

We understand the developers concerns related to the funding of the road extension to serve one residential lot, however, it is up to the Council to determine if participating in the cost of the road is in the city's best interest.

I will be available for the May 11<sup>th</sup> Council Meeting to discuss this request in more detail with the Council. Let me know if you have questions or need additional information before then.

Sincerely,  
**Bolton & Menk, Inc.**

**David P. Martini, P.E.**

April 27, 2020

TO: Mayer City Council

In reference to the property at XXX 5<sup>th</sup> Street, LOT 004 BLOCK 002 OHMS SUBDIVISION. We are asking your consideration that we will be responsible for one-half of the black top street in front of this property.

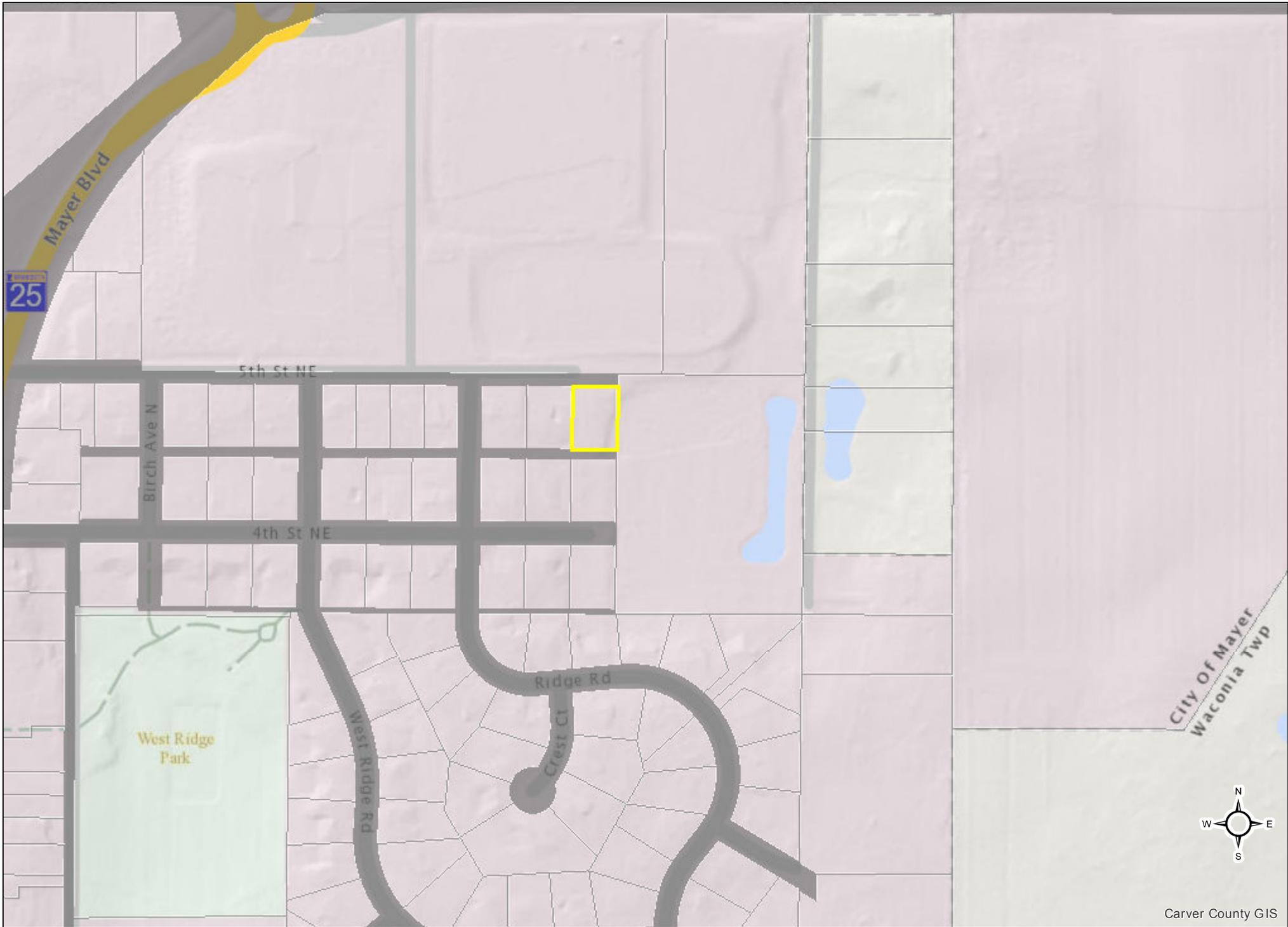
We purchased the property in 2001 for \$29,900. Some time ago we were approved for a permit to build a double home. At that time it was not required to improve the street, we did, however, pay for a portion of the cost to run a new water line at a cost of approximately \$14,000. Over the past 18 years we have paid real estate taxes for this property and now we are considering taking an offer of \$34,000. Simple math says we are just trying to recover some of the cost. The people making the offer want to build a new home which will increase the tax revenue for the City of Mayer.

Thank you for your time and consideration.

Sincerely,

Jay Johnson

Joe Hamm



Carver County GIS

This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

**CITY OF MAYER  
PERSONNEL  
MAY 4 @ 4:30 P.M.  
CITY HALL COUNCIL CHAMBERS**

**AGENDA**

1. Open Meeting

The meeting was opened at 4:00 p.m.

Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

Also present: None.

2. Minutes

A. March 17, 2020 Meeting Minutes were approved.

3. Business

A. Fire Department Salaries/Pension

The Committee reviewed the Fire Department proposal to increase the Fire Chief's wages from \$2,000 per year to \$2,500 and the Chief 2 from \$1,000 to \$1,200 per year. They also discussed the proposal of changing training pay for \$15 per training to \$15 per hour of training.

The Committee discussed wanting to be competitive and asked the City Administrator to look at what other cities are currently paying their firefighters.

The Committee requested the City Administrator to have the Fire Chief write up a memorandum explaining the request for increases. The Committee also asked the City Administrator to review how the changes would impact the 2021 budget.

B. City Clerk Position Transition

McCallum asked the Personnel Committee to review a transition of the current Deputy Clerk position to a City Clerk position.

She stated that the current Deputy Clerk has been in the position for about 4 years and that over that time, they have done training and education, and have earned their Minnesota Municipal Clerk Certification from the Minnesota Finance Officers Association.

The City Administrator has performed reviews on the Deputy Clerk and has established goals each year. One of those goals being to move into a City Clerk position that would take on more responsibilities.

The position would include taking back payroll, processing liquor licenses, developing a communications plan (newsletter, social media and website communications). The position would take a greater lead in elections as well.

The Committee agreed that the transition made sense. Nonetheless, the Committee wanted to come back at another meeting to review the job descriptions that were created for both positions in 2018 and to discuss the wage range as well that was negotiated per the union contract.

4. The meeting was adjourned at 5:05 p.m.

DRAFT