

**PUBLIC WORKS BOARD  
CITY HALL CONFERENCE ROOM  
JULY 8, 2019  
5:00 P.M.**

**AGENDA**

- I. CALL TO ORDER
- II. CONSENT AGENDA
  - A. Minutes (page 1)
- III. NEW BUSINESS
  - A. SmartNet (page 5)
  - B. Irrigation Report
  - C. Well Level Drawdown Level Sensors (page 15)
- IV. OLD BUSINESS
  - A. 2019 Street & Storm Water Drainage Project
    - 1. Demolition of structures at 408, 412 & 419 Minnie St. (page 18)
  - B. AMPI Project – Update
  - C. Street CIP
- V. INFORMATIONAL

**\*\*\* Please call or email Ron at 320-243-3714 ext. 230 or at [ron@paynesvillemn.com](mailto:ron@paynesvillemn.com) if you are not able to attend the meeting.\*\*\***

**Members: Dave Peschong, Neil Herzberg, Jim Freilinger, Keith Hemmesch, and Matt Quade – or his proxy.**

**Advisory Members: Chuck DeWolf, Ron Mergen, and Renee Eckerly**

This agenda has been prepared to provide information regarding an upcoming meeting of the Paynesville Public Works Board. This document does not claim to be complete and is subject to change.

**BARRIER FREE:** All Paynesville Public Works Board meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact City Hall (320) 243-3714 early so necessary arrangements can be made.

## REQUEST FOR BOARD/COUNCIL ACTION

**BOARD/COUNCIL NAME:** Public Works Board

Board/Council Meeting Date: July 8, 2019

Agenda Section: Consent

Originating Department:

Item Number: II - A

**ITEM DESCRIPTION:** Minutes

Prepared by: Staff

**COMMENTS:**

Please review the minutes of the April 8, 2019 and May 13, 2019 Public Works Board meetings.

**ADMINISTRATOR COMMENTS:**

**BOARD/COUNCIL ACTION:**

Motion to approve the minutes of the April 8, 2019 and May 13, 2019 Public Works Board meetings.

**MINUTES  
PUBLIC WORKS BOARD**

**APRIL 8, 2019**

The meeting was called to order by Vice Chairperson, Jim Freilinger at 5:00 p.m. Members present were Dave Peschong, Matt Quade, and Neil Herzberg. Keith Hemmesch was absent. Advisory members present were Ron Mergen, Public Works Director; and Chuck DeWolf, Bolton & Menk, Inc.

**Motion was made by Peschong to approve the minutes from the March 11, 2019 Public Works Committee meeting, with the correction that Hemmesch was absent. Seconded by Herzberg and unanimously carried.**

**WASTEWATER TRAINING REPORT**

Mergen reported on the MPCA annual training which he attended including:

- New technologies
- Remote sampling
- Radar technology for lift stations
- Flow level controls
- Inflatable trench boxes
- New treatment plants and building emergency treatment plants after a hurricane
- Solving a chloride problem by constructing a water plant
- Emergency preparedness - Mora wastewater plant storm challenge, 7" rain in 3.5 hours and the force main break in Sartell.

**2019 STREET PROJECT**

DeWolf reviewed the bid results that came in under budget. The assessment roll was reviewed noting an assessment of over \$17,000.00. It was questioned if the City should change the policy to give this resident a break. The following was discussed:

- This is a corner lot with a lot of frontage
- If the City gives this lot a decrease the City would have to give all corner lots the same decrease
- Other corner lots have been high in the past and the City stuck with the current policy

Members concurred no change would be recommended.

Deikmann Dr. and the Second St. intersection was discussed. Owners have requested the intersection be improved and the approach be installed.

The storm water project was reviewed. Staff will meet with Avon Plastics and Cenex to determine the percentages of the storm sewer to be installed on private property.

**Motion was made by Peschong to award the 2019 Street & Drainage Project and recommend such to the City Council. Seconded by Herzberg and unanimously carried.**

## **AMPI PROJECT**

DeWolf reviewed the bid results with the apparent low bid from Eagle Construction, Little Falls, MN in the amount of \$3.6 Million or about 3% over the engineer's estimate. The Significant Industrial User Agreement was reviewed along with the Repayment Agreement, some of the changes noted were:

- CBOD level increased from 4,000 lbs. to 4,500 lbs.
- Summer flow rate increase from 400,000 gallons to 450,000 gallons
- AMPI agrees to pay a 100% of the aeration basin costs and \$1,500.00 per month operation fee for the aeration basin and lift station
- The surcharge fee schedule was increased from \$8.30 up to \$14.30 for waste over 6,500 lbs.

**Motion was made by Peschong to approve the SIU and Repayment Agreement and recommend such to the City Council. Seconded by Herzberg and unanimously carried.**

There being no further business, the meeting was adjourned at 5:40 p.m.

**MINUTES  
PUBLIC WORKS BOARD**

**MAY 13, 2019**

The meeting was called to order by Chairperson, Keith Hemmesch at 5:00 p.m. Members present were Dave Peschong, Steve Vaske, Matt Quade, and Neil Herzberg. Advisory members present were Ron Mergen, Public Works Director; and Chuck DeWolf, Bolton & Menk, Inc.

There were no minutes available for approval.

**WELL #7 REHAB**

Members reviewed wells #7 and #8 that were installed in 2000. They have never been rehabilitated. Well #7 is a 110 ft. deep, has a 2" diameter well casing, 15' of screen, 20 HP motor, and initially produced 500 GPM and is now down to 350 GPM. Well #8 is 160 ft. deep, has a 16" well casing, 35' of screen, 40 HP motor, and is test pumped at 1000 GPM. This well is only operated at a maximum of 500 GPM due to the cone influence at 1000 GPM and its effect it has on surrounding private wells. The proposal is to rehab Well #7 this year and Well #8 in 2020. Both wells are beginning to see a loss in specific capacity. The two quotes received for Well #7 were Traut Well Companies at \$15,226.75 and Their Well at \$16,562.50.

**Motion was made by Herzberg to approve the quote from Traut Well Companies in the amount of \$15,226.75 for the rehab of Well #7 and recommend such to the City Council. Seconded by Quade and unanimously carried.**

**STREET CIP**

The Street CIP was reviewed. The 2021 project is all overlays including the downtown alley and Morningside Ave being a complete mill and overlay. Also discussed was the 2023 downtown project including how to maintain traffic flow; especially on River St. to AMPI. One suggestion was to delay River St. Also discussed was the future street lighting and the future downtown plans or redevelopment.

**2019 PROJECT UPDATE**

DeWolf stated that the preconstruction meeting is scheduled for Wednesday May 15, 2019 with construction likely to start shortly thereafter. Newsletters will be sent to all residents effected by the project.

**AMPI PROJECT**

DeWolf reported that the project was awarded on May 13, 2019 and the DEED grant has been approved in the amount of \$1.9 million dollars. A preconstruction meeting has not been scheduled at this time.

There being no further business, the meeting was adjourned at 5:35 p.m.

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## Ron Mergen

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**From:** Joseph Sharp <joseph.sharp@smartnetna.com>  
**Sent:** Thursday, June 13, 2019 2:26 PM  
**To:** Ron Mergen  
**Subject:** GPS reference station hosting proposal  
**Attachments:** MN Paynesville.pdf; ATT00001.htm; SmartNet Host Agreement - Payment - January 2019 - Draft.pdf; ATT00002.htm; SmartNet Host Agreement - Subscription - January 2019 - Draft.pdf; ATT00003.htm

Hi Ron,

Thanks again for taking the time to speak with me today. Here's the information we talked about:

I've attached the hosting proposal and also DRAFTS of our hosting agreement (one reflects monetary payment, the other subscriptions to the network, and the DRAFTS are not accurate for the compensation offered in the proposal or meant to be signed, but are there for you to review what the actual agreement will look like if the the water treatment plant chooses to host the reference station for us).

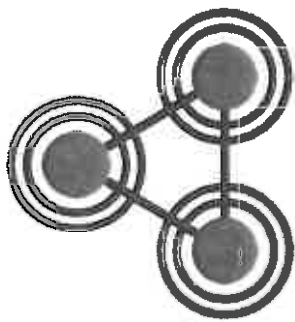
Also, here are a few FAQ's bullet pointed below.

- **The annual payment or subscriptions stay in place for the as long as the antenna is up and running.**
- **The antenna mast is 80 or 96 inches in height (sometimes extended masts may need to be used which can be up to 108 inches) and weighs less than a cable TV dish.**
- **This is a receiving antenna so it does not broadcast, meaning, this cannot affect internet, telephones, or any other electronics within your building.**
- **The host is not liable for our equipment, we carry our own liability insurance policy.**
- **We require a single outlet for power that uses approximately 15KWHZ per year (roughly \$2-5 a year in usage)**
- **We will have scheduled maintenance every 18 months, in which we will contact the host to work within their schedule.**
- **We do not need keys or security codes as we work within the hosts schedule.**
- **Payment is received within the first 30 days *after* installation of the reference station.**
- **Subscriptions are received within the first 7 days *after* installation of the reference station.**
- **This is NOT a contract, the host is NOT tied into any length of time as this is an agreement and not a contract.**

Also, one other thing: although we ask for an internet connection, it is NOT a requirement as our equipment can operate via cellular (the router that connects to the receiver comes with an AT&T & Verizon sim cards). We only ask for the internet connection because a hard connection is always better then a wireless connection, and it allows us to use the cellular as a backup.

Anyway, thanks again for your time and consideration and please don't hesitate to contact me with any other questions you may have.

Also, here is a link to our website with more about our services provided, as well as a current map of our coverage: [www.smartnetna.com](http://www.smartnetna.com)



# SmartNet North America

Any Constellation - Any Application - Open to All

Hosting Proposal

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## Background

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### SmartNet North America

Leica Geosystems, Inc. launched SmartNet North America on March 1, 2010. SmartNet is a subscription based service offering GNSS Network RTK corrections throughout North America with Leica Geosystems directly operating, managing, and maintaining all segments of the network. From the reference stations in the field to the server and IT infrastructure, SmartNet offers a turnkey solution.

SmartNet provides GNSS Network RTK coverage in 26 US States and 6 Canadian Provinces, to anyone in need of Precision GNSS corrections. This includes the precision ag, construction, engineering, surveying and mapping markets.

SmartNet provides coverage for throughout the state, as well as all of the major metropolitan areas.

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## Hosting Proposal

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SmartNet would propose to mount a SmartNet owned GNSS reference station at a city of Paynesville owned masonry building in Paynesville, MN. The station consists of the following:

- GNSS Antenna (Fig. 1)
- 80" – 96" Steel Mast & Monumentation (Fig. 2)
- LMR400 Antenna Cable
- GNSS Reference Station (Fig. 3)
- Power Supply

The needs for the station are minimal; we only require a small area to install our antenna mast that provides a clear and unimpeded view of the sky. Once secured, the mast will support the GNSS antenna and provide the necessary horizontal stability to determine the antennas position to +/- 5 mm (Fig. 1). We then route the antenna cable from the antenna through a conduit and into the building to a mutually agreeable location. The GNSS receiver is then secured to a wall in a provided enclosure (Fig. 3), and the antenna cable is terminated and connected to the receiver.

The receiver will require an electrical outlet (utilizing 15kW of power annually), as well as a connection to the internet (utilizing 2-4kbps of bandwidth). All hardware, labor and installation costs are covered by SmartNet.

In return for providing us with a host location, SmartNet would compensate 2 RTN licenses, \$1,250.00 (wo- internet), or \$1,500.00 (w- internet) Annually for term of agreement.

## Example Photos

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Fig.1 GNSS Antenna

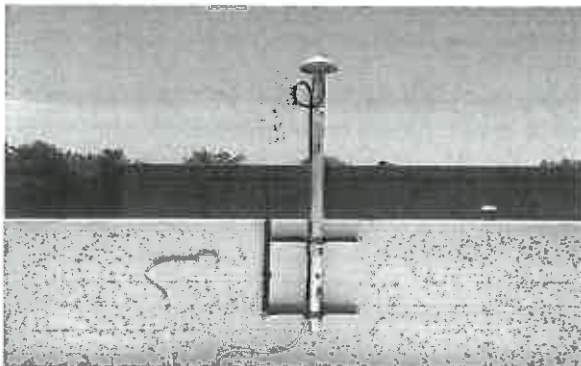


Fig.2 – 80" Steel Mast

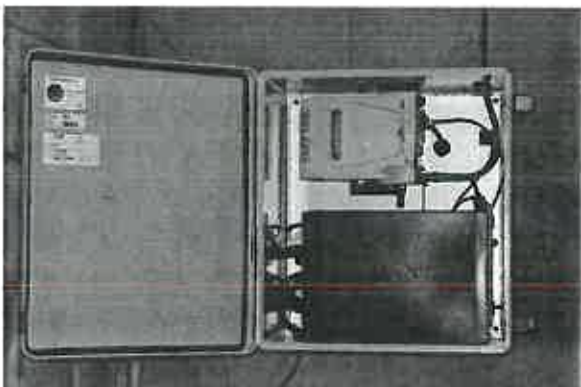


Fig. 3 – GNSS Reference Station Receiver

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**Fig.4 Preferred Mounting Location**

In optimal location for sky view at location host provides

**SMARTNET NORTH AMERICA REFERENCE NETWORK  
REFERENCE STATION HOST AGREEMENT**

LEICA Geosystems Inc. and Host wish to contract for Host to participate in the SmartNet GNSS Reference Network on the terms and conditions set forth in the Agreement (all as defined below).

Accordingly, in consideration of the mutual agreements contained herein, each of Leica Geosystems, Inc. and Host acknowledges that it has received and reviewed this Agreement and agrees to be bound by the same.

Host City of Paynesville

Station Name: MN Paynesville

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

1. **Definitions.** Certain terms used and not otherwise defined in this Agreement have the following definitions or meanings:

“**GNSS**” means global navigation satellite system

“**Agreement**” means this agreement together with the standard SmartNet Terms & Conditions and any agreed upon Appendices

“**Leica**” means Leica Geosystems, Inc., a Delaware corporation.

“**Network**” means the Reference Network marketed under the brand SmartNet, a real-time GNSS network anticipated to provide spatial information to a diverse user community in proximity to the Site.

“**Reference Station**” means the Leica GNSS reference station and associated or ancillary equipment located at the Site.

“**Site**” means the real property and improvements of the Host where the Reference Station is located.

“**Term**” means the period commencing with the Effective Date identified on the first page of this Agreement and continuing thereafter, unless terminated in accordance with the provisions of Section 4.

2. **Host Obligations.** Host hereby grants to Leica and its employees, agents, designees and/or contractors (hereinafter “Licensee”) right of ingress and egress to the Site to install, maintain, repair and/or operate the Reference Station during regular business hours, if the Site is an

occupied edifice, and at any reasonable time if unoccupied. No ownership, leasehold or other rights to the Site shall vest in Licensee by virtue of this Agreement. Host agrees and licenses Licensee to permanently erect the Reference Station in a place on the Site and to a standard consistent with the standards for the Network as established by Leica from time to time. Host also agrees to (i) provide access to and maintain an internet connection for the Reference Station and (ii) provide power.

3. **Payment.** As full and valid consideration for the obligations to Host set forth herein, Leica grants Host an annual payment of \$ 1,500.00. This payment will remain in effect during the term of this Agreement.

4. **Termination.**

- a. Either Party may terminate this Agreement immediately by delivery of notice to the other Party at any time if the other Party materially breaches this Agreement.
- b. Either Party may terminate this Agreement for any reason or no reason upon 60 days' written notice.

5. **Notices.** All notices, authorizations, directions, consents, and other communications to, upon, and between the parties shall be in writing and shall be deemed to have been duly made, delivered and received when delivered personally or by nationally recognized courier service or when mailed by certified mail, postage prepaid and return receipt requested, or when transmitted, and receipt confirmed, by facsimile or electronic transmission to each Party at the address, facsimile number or electronic address set forth under the name of that Party on the first page of this Agreement or to either Party at such other post office address, facsimile number or electronic address as that Party may specify by notice to the other Parties.

6. **No Joint Venture or Partnership.** This Agreement shall not be deemed nor construed to create a joint venture or partnership between Host and Leica, nor shall this Agreement be deemed or construed as making either Party the agent or representative of the other Party. Neither Party shall have the authority to bind the other Party in any respect.

7. **Modifications.** This Agreement may not be modified, waived, amended, discharged, terminated or supplemented, or otherwise changed, except by a document executed by an authorized representative of each Party.

8. **Non-Waiver of Rights and Breaches.** Except as provided in Paragraph 10, no failure or delay of any Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. The waiver by a party of any default of any other Party hereunder shall not be deemed to be a waiver of any such subsequent default or other default of any party. No action or forbearance by any Party contrary to the provisions of this Agreement shall be construed to constitute a waiver of any of the express provisions hereof.

when it has to be right

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**Leica**  
 Geosystems

9. **Successors and Assigns.** Either Party may assign this Agreement (a) to one or more affiliates in connection with an internal corporate reorganization or restructuring (in which case the Party shall remain liable for its obligations hereunder notwithstanding such assignment) or (b) to a third party in connection with the sale of substantially all of a Party's assets to, or the merger of the Party into, a third party.

10. **Limitation of Remedies.** Neither Party shall seek, and each hereby irrevocably waives, monetary damages, whether direct, consequential, indirect, or punitive, as a consequence, or arising from, this Agreement or its breach. This Paragraph does not waive or affect either Party's remedies in cases of fraud or intentional torts. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT OR LOST OPPORTUNITY.

11. **Construction.** Each Party acknowledges that it has participated in the negotiation of this Agreement, had the opportunity to consult with legal counsel prior to executing the Agreement, and that no provision of this Agreement shall be construed against or be interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or deemed to have structured, dictated or drafted such provision.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

13. **Invalidity.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidity.

**LEICA GEOSYSTEMS, INC.**

**HOST**

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

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

Printed Name: Wendy Watson

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

Title: Director of SmartNet NA

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

5051 Peachtree Corners Circle

221 Washburne Ave.

Suite 250

\_\_\_\_\_

Norcross, GA 30092

\_\_\_\_\_

Paynesville, MN. 56362

Attention: Wendy Watson

Attention: \_\_\_\_\_

Fax Number: 470-745-0669

Fax Number: \_\_\_\_\_

Email Address: contracts@smartnetna.com

Email Address: \_\_\_\_\_

**SITE LOCATION**

Station Name \_\_\_\_\_

Site Address \_\_\_\_\_

Site City \_\_\_\_\_

Site State/Province \_\_\_\_\_

Site Zip/Postal Code \_\_\_\_\_

Site Phone Number \_\_\_\_\_

For general questions or issues, you may also contact us at [support@smartnetna.com](mailto:support@smartnetna.com)

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## REQUEST FOR BOARD/COUNCIL ACTION

**BOARD/COUNCIL NAME:** Public Works Board

Board/Council Meeting Date: July 8, 2019

Agenda Section: New Business

Originating Department:

Item Number: III - C

**ITEM DESCRIPTION:** Well Level Drawdown Level Sensors

Prepared by: Staff

**COMMENTS:**

Ron Mergen will give a verbal report. Please review the proposal from Automatic Systems, Co. for the replacement of Well Level Drawdown Sensors at Wells 5, 6, 7 & 8 in the amount of \$7,889.00 with \$7,000.00 being covered by the Wellhead Grant.

**ADMINISTRATOR COMMENTS:**

**BOARD/COUNCIL ACTION:**

Motion to approve the proposal from Automatic Systems, Co. for the replacement of Well Level Drawdown Sensors at Wells 5, 6, 7 & 8 in the amount of \$7,889.00 with \$7,000.00 being covered by the Wellhead Grant and recommend such to the City Council.





**AUTOMATIC SYSTEMS CO.**

Monday, July 15, 2019

Mr. Ron Mergen  
City of Paynesville  
221 Washburne Ave.  
Paynesville, MN 56362-1697

Reference: Well 5, 6, 7 & 8 - Well Level Drawdown Level Sensors

Dear Ron:

In accordance with your request with our Jerry Bauer, we are pleased to provide our proposal for replacement of Well Level Drawdown Sensors at Wells 5, 6, 7 & 8 to monitor and record well levels on the SCADA system at the WTP as follows:

- A Four (4) **Submersible Well Level Monitors**, manufactured by Sigma, true two-wire, 4-20ma output, 0-100 psi., with 100' of sensing cable each (Well 8 will be supplied with 130') for installation down each Well.
- B One (1) **Labor and materials as required to scale the local RTU at Well 5, 6 & 7 and RTU at Well 8 including associated programming of the SCADA Computer network to scale and accommodate the new signals into the SCADA system for display, monitoring and recording of Well level drawdowns on the SCADA Computer at the WTP.**
- C One (1) **Labor and materials as required to install new drawdown level sensors.**

Your net price for Items A through C, FOB factory with freight allowed is...**\$7,889.00 Tax not include with ST-3 Form on file.**

**If addition cable is required, please add \$1.40/foot.**

If you wish to proceed with the above simply sign on the space provided below as your acceptance to the above and return a copy to this office, upon receipt we will immediately release equipment for manufacturing and scheduling.

Thank you very much for the opportunity of providing you with this proposal and please don't hesitate to give me a call with any questions.

Sincerely,

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**MANUFACTURERS REPRESENTITIVES**

- MAIN OFFICE P.O. BOX 120359
- BRANCH OFFICE P.O. BOX 787
- BRANCH OFFICE

**SYSTEMS INTEGRATION**

- ST. PAUL, MINNESOTA 55112 PHONE 651-631-9005
- AMES, IOWA 50010 PHONE 515-232-4770
- CHICAGO, ILLINOIS PHONE 815-927-3386

**INSTRUMENTATION**

- FAX (651) 631-0027
- FAX (515) 232-0795
- FAX (651) 631-0027

June 25, 2019

Page 2



Bruce Wirth, Pres.

Automatic Systems Company

ITEMS A through C

Accepted by: \_\_\_\_\_

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

cc: Mr. Jerry Bauer, ASC

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**REQUEST FOR BOARD/COUNCIL ACTION**

**BOARD/COUNCIL NAME:** Public Works Board

Board/Council Meeting Date: July 8, 2019

Agenda Section: Old Business

Originating Department:

Item Number: IV - A

**ITEM DESCRIPTION:** 2019 Street & Drainage Project

Prepared by: Staff

**COMMENTS:**

Ron Mergen and/or Chuck DeWolf will give a verbal report on the project.

Please review the two quotes to cap services, demo and remove all structures/foundations at 408, 412 & 419 Minnie St.:

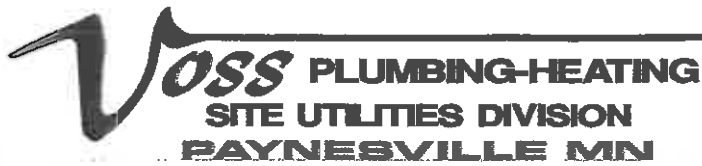
Voss Plumbing & Heating, LLC	\$19,000.00
M.A.A.C.	\$21,300.00

**ADMINISTRATOR COMMENTS:**

**BOARD/COUNCIL ACTION:**

Motion to approve the quote from Voss Plumbing & Heating, LLC in the amount of \$19,000.00 and recommend such to the City Council.

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Quote

Lic. #3631

Voss Plumbing and Heating of Paynesville, Inc.

PO Box 77

Paynesville, MN 56362

320-243-3644 fax 320-243-3664

siteutilities@vossplumbing.com

DATE June 28, 2019

EXPIRATION DATE 30 Days

Visit vossplumbing.com

TO

City of Paynesville

Minie Street House demo

SALESPERSON		JOB	PAYMENT TERMS	DUE DATE
Robert M Braun			Due upon receipt	
QUANTITY	Units	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	LS	408 Minnie Street Demo House, Garage, Remove foundations and cap services Services	8,500.00	\$ 8,500.00
1.00	LS	412 Minnie Street Remove all foundations and cap services Price based on burning the buiding structures	5,000.00	\$ 5,000.00
1.00	LS	419 Minnie Street Remove all foundations and cap services Supply and install fill material as needed Price based on burning the building structures	5,500.00	\$ 5,500.00
			SUBTOTAL	\$ 19,000.00
			SALES TAX	
			TOTAL	\$ 19,000.00

Quotation prepared by: Robert M Braun  
 This is a quotation on the goods named, subject to the conditions noted below:  
 (The prices quoted are based on present material costs and are in effect for 30 days. After this period in the event of a price increase by the manufacturer this quotation becomes void and we reserve the right to requote.)  
 To accept this quotation, sign here and return: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

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June 28th, 2019

City of Paynesville  
Paynesville, MN

Re: Quote for the Minne Street house demolitions in Paynesville, MN.

Demolition work to be done consists of the following:

1. Cap services, demolish house and garage(including foundations)at 408 Minne Street.  
Quote amount: **\$9,800.00**
2. Cap services and remove foundations at 412 Minne Street(based on burning of structure).  
Quote amount: **\$4,500.00**
3. Cap services, remove foundations, supply and install fill material at 419 Minne Street(based on burning of structure).  
Quote amount: **\$7,000.00**

**Total Quote Amount: \$21,300.00**

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

**Notes:**

1. Quotes include \$2,000,000/occurrence liability insurance.
2. Quotes include disposal costs.
3. Quotes include any permit fees.

MAAC, Inc.

Dennis Larson, President



Date: 6/28/19

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