

**NOTES FROM A STREET COMMITTEE MEETING HELD THURSDAY, JUNE 26, 2008  
– 3:30 P.M. – ROCKVILLE CITY HALL**

The meeting was called to order by Chair Don Simon. Roll call was taken and the following members were found to be present: Chair Simon, Vern Ahles, Brian Herberg, Rena Weber & Rick Hansen. Absent: Jim Pfllepsen.

Also present: Mike Nelson & Mike Decker – BWK

**MINNERATH/KRAEMER ASSESSMENT** – Loren Minnerath had requested price quotes for water/sewer extension to the Kraemer property as he intends to purchase it from Mrs. Kraemer. Mrs. Kraemer has indicated the price includes the assessment which Mr. Minnerath is concern about.

Rena Weber reported that two estimates were obtained from Scott Hedlund per the request of Mr. Minnerath:

- Based on the CR 82 Frontage including trunk fees but no additional WAC/SAC  
**\$50,871.04**
- Based on Prairie Industrial Park methodology – no trunk – no additional WAC/SAC  
**\$59,706.28**

This assessment would normally be assessed when a project happens, however, Mr. Minnerath is willing to sign an agreement and pay up front so that he is done it.

Mayor Herberg suggested an assessment of \$55,000 recognizing the SAC/WAC would still be billed upon the change in use from residential or subdivision.

Mayor Herberg indicated that if the deal falls through he would like to see something in the file that this is the number and this is the last time we would deal with this issue.

***Motion by Member Simon, second by Member Ahles, to recommend the council approve an assessment of \$55,000 pending a signed agreement, further stating that WAC/SAC fee would still apply at the time of change. Motion carried.***

**CELL TOWER LEASE RENEWAL** – Rena Weber reported on the content of the lease agreement with Northern PCS to rent the water tower at 423 Maple Street for \$787.40/month.

Questions came up regarding:

- Overpayment of \$159.01

Rena reported that this is correct and it will be deducted from the next payment.

- Continued use of the tower and the possibility of it removal

Rick reported that the only way this would be disbanded is if a water tower is constructed at Grand Lake.

- Termination Clause absent

There is no termination clause so it is recommended a clause be added.

- Rent amount

Mayor Herberg questioned the amount charged and whether or not this is enough. Rena reported that staff has checked with other cities and locally are in line with them.

***Motion by Member Ahles, second by Chair Simon, to recommend renewal of the lease agreement subject to a termination clause being added. Motion carried.***

**CRANE PUMP** – The Committee reviewed the letter from Crane Pump and the proposal to delete the late fees from the Crane Pump bill.

Rick Hansen reported that Ralph Walz has been hired to complete the replacement of the remaining 210 pumps. Rick suggested that this be done at more than 30/month in order to be done by December. Discussion was held regarding the installation of the pumps and how this will more than like not be completed by December 2008. The committee would like to see these done by November 2008.

Warranty starts the date of the manufacturer of the pump. As long as the pumps are made in 2008 and warranty starts there - okay

Concern was also voiced regarding city staff replacing these during the day during the warranty period and the city getting reimbursed. This needs to be clarified in a new agreement.

Deletion of Late fee – Brian Herberg suggested that a 25% reduction be given = \$1200 as a good faith gesture.

***Motion by Mayor Herberg, second by Chair Simon, to recommend bumping up the number of pump replacements up so that all are installed by the end of November and further grant a 25% discount on the late fees. Motion carried unanimously.***

**GARY & MARTY BOWMAN DRIVEWAY CLAIM** – Don Simon reviewed the minutes from Street Committee notes of:

7/26/06 – first time reported by a neighbor (Lauerman) no action taken

6/21/07 – Gary Bowman attends Street Committee meeting

7/17/07 - Don Simon reported he had visited with Marty Bowman at her house

9/26/07 – Rena Weber reported that the Keith Yapp indicated the contractor was instructed to remove and replace the driveways matching existing conditions. No rebar was in the original driveway

Mike Decker reported that Bauerly's saw cut all driveways on **8/15/05**. The removed the concrete the same day. On **8/16/05** Ferber replaced 7 driveways, matched the existing driveways and the same construction joints.

Marty Bowman called Mike Decker on 10/2/06 and said her driveway was cracked and complained that her driveway was cracked. It was noted that the date of notification was 1 year and 2 months over the warranty.

Mike Decker estimated the cost at that time to be:

\$1555. was paid through the contract.

\$1800 – present day cost

14.5 feet by 31 feet = 449.50

4" and no mesh

Discussion was held regarding the replacement of the driveway only occurring once.

Mike Nelson voiced concern that the notice went to Mike Decker and Don Simon – neither one of these individuals performed the work. This should be addressed right up front. Not certain if a garbage truck or bus drove over the driveway.

***ADJOURNMENT – Motion by Member Herberg, second by Member Ahles, to adjourn the meeting at 4:30 p.m. Motion carried unanimously.***

Submitted by Rena Weber  
Administrator/Clerk

Kraemer property - Rockville  
Charge based on Prairie Industrial Park assessment methodology

6/19/2008

Item	'04 Rate	Annual Inflationary Factor	'08 Rate	Unit	Quantity*	Amount
Water Main	\$0.093996302384	5.00%	\$0.114253093024	Square Foot	170755.2	\$19,509.31
Sanitary Sewer	\$0.179481777646	5.00%	\$0.218161222490	Square Foot	170755.2	\$37,252.16
WAC			\$1,944.81	Connection	1	\$1,944.81
Total						\$58,706.28

\* Based on Total Parcel Area = 3.92 Acres

Future costs/ charges: Additional Services and WAC/SAC

Kraemer property - Rockville  
Charge based on CR 82 frontage  
Based on 2008 Schedule of Costs

6/19/2008

Item	Rate	Unit	Quantity	Amount
Water Main	\$37.71	Assessable Foot	386	\$14,556.06
Sanitary Sewer	\$37.71	Assessable Foot	386	\$14,556.06
1" Water Service	\$1,128.60	Service	1	\$1,128.60
Water Trunk - Industrial Rate	\$4,063.82	Dev Acre	2.29	\$9,306.15
Sewer Trunk - Industrial Rate	\$4,095.79	Dev Acre	2.29	\$9,379.36
WAC	\$1,944.81	Connection	1	\$1,944.81
Total				\$50,871.04

Future costs/ charges: Additional Services and WAC/SAC

**THIRD AMENDMENT TO SITE LEASE AGREEMENT**

THIS THIRD AMENDMENT TO SITE LEASE AGREEMENT ("Amendment") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between City of Rockville, a Minnesota municipal corporation ("Landlord") and Northern PCS Services LLC, a Minnesota limited liability company ("Tenant").

**BACKGROUND**

Pursuant to a Site Lease Agreement effective March 23, 1999 ("Lease Commencement Date") amended by an Amendment to Site Lease Agreement dated October 15, 2002 and the Second Amendment to Site Lease Agreement dated March 18, 2005 collectively the ("Agreement"), between City of Rockville, and Wireless Communications Venture, LLP ("WCVLLP"), Tenant's predecessor-in-interest, WCVLLP leased a portion of certain real property located at 423 Maple St, City of Rockville, County of Stearns, State of Minnesota, as more particularly described in Exhibit A to the Agreement (the "Site").

*Legal Description*

WCVLLP's interest in the Agreement was assigned to Tenant pursuant to an Assignment and Assumption of Lease dated June 10, 2002.

The Agreement is scheduled to expire on December 31, 2008. Landlord and Tenant desire to extend the term of the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement shall have the same respective meanings when used herein unless otherwise expressly stated.

**AGREEMENT**

The parties agree as follows:

1. **Extension Term:** The Agreement shall be extended for one (1) additional 5-year term ("Extension Term"), commencing on January 1, 2009 ("Extension Commencement Date") and expiring on December 31, 2013.

2. **Renewal Options:** Commencing on January 1, 2014, this Agreement will be automatically renewed for one (1) additional term of 5 years ("Renewal Term"), unless Tenant provides Landlord with notice of its intention not to renew not less than 90 days prior to the expiration of the Extension Term or any Renewal Term.

3. **Rent:** Effective on the Extension Commencement Date, the annual rent amount will be increased to Nine Thousand Eight Hundred Twenty-Six and 75/100s Dollars (\$9,826.75), payable in advance in equal monthly installments of Eight Hundred Eighteen and 89/100s Dollars (\$818.89). Rent for each successive year will increase by 4% over the rent in effect for the immediately preceding 12-month period. Rent shall be payable to Landlord at the following address: 229 Broadway St. E, Rockville, MN 56369, or as Landlord may otherwise direct from time to time in writing at least 60 days prior to any rental payment due date.

*P.O. Box 93*

Landlord Initials: \_\_\_\_\_  
Rev 4/23/04

Tenant Initials: \_\_\_\_\_

4. **Notices:** Section 21 of the Agreement is amended by deleting the entire provision and substituting the following in its place:

All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, shall be in writing and shall be deemed to have been duly delivered either three (3) business days after being mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested; or the next business day after being deposited with an overnight courier service for next-day delivery to the parties at the following addresses (such addresses may be changed by either party by giving written notice thereof to the other):

Landlord: City of Rockville  
Attn: Rena Weber  
229 ~~202~~ Broadway St. E  
P.O. Box 93  
Rockville, MN 56369

Tenant: Sprint Nextel Property Services  
Site ID: MS03NS128-A  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

with a copy to: Sprint Nextel Law Department  
Attn: Real Estate Attorney  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2020

5. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Landlord Initials: \_\_\_\_\_

Tenant Initials: \_\_\_\_\_

The parties have caused this Amendment to be executed as of the Effective Date.

**LANDLORD:**

City of Rockville

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

Northern PCS Services LLC

By: \_\_\_\_\_  
Name: Jon L. Geisel  
Title: Supervisor, Contract Negotiations  
Date: \_\_\_\_\_

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# S t a t e m e n t

## CITY OF ROCKVILLE

229 BROADWAY ST E  
PO BOX 93  
ROCKVILLE

MN 56369-0093

Phone 320-251-5836  
Fax 320-240-9620

		Invoice Number	Invoice Date	Due Date	Original Invoice Amount	Amount	Balance Due
		06-09	3/3/2006	4/2/2006		3,235.00	0.00
<u>Date</u>		07-18	5/26/2008	6/25/2008	6016 <sup>06</sup>	7,531.53	1515 <sup>47</sup> 7,531.53
6/17/2008		07-19	5/26/2008	6/25/2008	1443 <sup>75</sup>	1,807.55	363 <sup>30</sup> 1,807.55
<u>Bill To</u>		07-34	5/26/2008	6/25/2008	895 <sup>30</sup>	1,106.27	210 <sup>27</sup> 1,106.27
BARNES PUMPS		07-71	5/29/2008	6/28/2008	5661 <sup>00</sup>	6,810.49	1149 <sup>49</sup> 6,810.49
420 3RD STREET		OH 07-90	5/29/2008	6/28/2008	2691 <sup>75</sup>	3,174.52	482 <sup>27</sup> 3,174.52
PIQUA		07-101	6/6/2008	7/6/2008	2275 <sup>50</sup>	2,630.74	355 <sup>24</sup> 2,630.74
<u>Ship To</u>		07-77	6/6/2008	7/6/2008	606 <sup>00</sup>	809.24	143 <sup>24</sup> 809.24
BARNES PUMPS		08-31	6/10/2008	7/10/2008	2331 <sup>00</sup>	2,615.64	234 <sup>64</sup> 2,615.64
		08-06	6/12/2008	7/12/2008	2164 <sup>50</sup>	2,477.63	313 <sup>00</sup> 2,477.63
		08-37	6/13/2008	7/13/2008	111 <sup>00</sup>	123.32	12 <sup>32</sup> 123.32
		08-45	6/17/2008	7/17/2008	1110 <sup>00</sup>	1,110.00	<del>0</del> 1,110.00
<u>Past Due</u>					25,304 <sup>00</sup>		4830 <sup>74</sup>
1-30 Days:	0.00						
31-60 Days:	0.00						
61-90 Days:	0.00						
Over 90 days:	0.00						

Subtotal	30,196.93
Credits (-)	
Total Due	

## M e m o