

CITY OF MAYER
REGULAR CITY COUNCIL MEETING
AGENDA
Monday
February 13, 2017
6:30 PM

CALL MEETING TO ORDER AT 6:30 P.M.

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment (Please limit comments to 5 minutes)
4. Consent Agenda
 - 4.1. Approval of the minutes for the January 23, 2017 Regular Council Meeting
 - 4.2. Approval of the minutes for the January 23, 2017 Work Session Meeting
 - 4.3. Approval of the minutes for the October 18, 2016 EDA Meeting
 - 4.4. Approval of the minutes for the October 10, 2016 Mayer Community for a Lifetime Commission
 - 4.5. Approval of the minutes for the January 3, 2017 Planning Commission Meeting
 - 4.6. Approval of Claims for the month of February
 - 4.7. Approval of the Check Summary for the month of January
 - 4.8. Approval of Resolution 2-13-2017-7 Transfer of Funds and Closure of Fund 440 Roundabout project
 - 4.9. Acceptance of Fire Fighter Resignation
 - 4.10 Approval of Resolution 2-13-2017-9 Fire Fighter Daniel Martin
 - 4.11 Approval of the Fire Department Report for the month ending January 2017
 - 4.12 Approval of the Building Permit Report for the month ending January 2017
- 5 City Administrator
 - 5.1 Approval of Fire Department Social Media Policy
 - 5.2 Approval of Resolution 2-13-2017-8 Approval of Development Agreement for Hidden Creek 7th Addition
 - 5.3 Approval of Rezoning of Coldwater Crossing ordinance 214
 - 5.4 Approval of Resolution 2-13-2017-10 Preliminary Plat Coldwater Crossing 7th Addition
 - 5.5 Approval of Advertisement for Public Works Employee
 - 5.6 Approval of Purchase of Holiday Decorations
 - 5.7 Approval of Collaboration Agreement for the City's Share of the Enterprise License Agreement and the Environmental Systems Research Institute, Inc
6. For Your Information
7. Council Reports
8. Other Business
9. Closed Meeting pursuant to the Attorney-Client Privilege and Minn. Stat. Sec. 13D.05, Subd. 3(b) to discuss the *Denn v. City of Mayer* litigation and proposed settlement agreement Court File No. 10-CV-16-109 review.
10. Adjournment

Calendar of Events and Meetings

February 13	Monday	6:30 PM	City Council
February 14	Tuesday	6:30 PM	Park Board Meeting
February 27	Monday	6:30 PM	City Council
March 7	Tuesday	6:30 PM	Planning Commission Meeting
March 13	Monday	6:30 PM	City Council Meeting
March 14	Tuesday	6:30 PM	Park Board Meeting

This agenda has been prepared to provide information regarding an upcoming meeting of the Mayer City Council. This document does not claim to be complete and is subject to change at any time.

MAYER CITY COUNCIL MEETING MINUTES – JANUARY 23rd, 2017

Call Regular meeting to order at 6:29 p.m. by Mayor Dodge

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

ABSENT: Council Member Boder

STAFF: City Administrator Ruch-Hammond, Public Works Kuntz, Deputy Clerk Gildemeister, and City Engineer Dave Martini

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Greg Kluver, Ann Antonsen, Andrew Keppel, Pat Keppel, Amy and Zachary Hilgers

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Butterfield to approve the agenda as presented. Motion Carried 4/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Butterfield to approve the Consent Agenda. Motion Carried 4/0.

1. Approve the Minutes of the January 9, 2017 Regular Council Meeting.
2. Approve the Minutes of the November 15, and December 13, 2016 Park Board Meetings.
3. Approve the Additional Claims for the month of January.
4. Approve the Additional Claims for the month of December 2016.
5. Approve the Final Pay Request for the Roundabout in the amount of \$21,911.51.
6. Approve Resolution 1-23-2016-5 Fire Fighter Cody Brunner.
7. Approve Resolution 1-23-2016-6 Acceptance of Baseball Club Donations.
8. Approve the Sheriff's Department Report for 2016.
9. Approve the Authorization of the Mayor's Signature on Annual Weed Report.

STAFF REPORTS

1. **Public Works** – The Council reviewed a report from Kyle Kuntz of Public Works activities from November 23rd, 2016 to January 13th, 2017.
2. **City Engineer** – The Council reviewed David Martini's summary of the projects Bolton & Menk have been working on during the billing period October 7th, 2016 to December 2nd, 2016.
3. **Sheriff's Department** – No Report. Council requested City Administrator to speak to town cop about attending Council Meetings and updating Council on a quarterly basis.
4. **City Administration** – The Council reviewed the City Administrator's report for the period November 24th, 2016 to January 20th, 2017 which included a 2016 year in review.

CITY ADMINISTRATOR

1. **Discussion with Ann Antonsen Springsted Compensation Study & Staffing** – Ann Antonsen, representative from Springsted Inc., informed the Council on services her company could offer the City of Mayer. Springsted assists local governments in customizing classification and compensation studies. As part of the studies, Springsted would look internally at specific needs of an organization such as, project initiation, preliminary job classification, position descriptions, market surveys, and development of a pay plan and implementation. Council was interested in doing a comprehensive study for the City and asked Staff to invite Ann Antonsen back at a future work session.
2. **Approval of the Pay Equity Report** – The 1984 Local Government Pay Equity Act requires that the City of Mayer file a pay equity report with the State of Minnesota. The City of Mayer is required to submit a report to the State of Minnesota every three years. The law requires that the City Council approve the report for 2016 prior to sending it to the State of Minnesota for further review. A MOTION was made by Council Member Osborn and seconded by Council Member McNeilly approving the addendum dated April 8, 2016 and authorizing the Mayor and Clerk’s signatures on the addendum. Motion Carried 4/0
3. **Approval of One Year Extension of the Solid Waste Grant Agreement** – The County receives funds from the Solid Waste Management Tax. These funds are derived from the 9.75% tax on residential garbage. The State collects the tax and returns the funds to Counties to be distributed for recycling programs and other programs that reduce waste to landfills. Composting is one of the reductions of waste activities that qualify for the program. The County budgets \$110,000 for the Community Grant Program. The City receives \$3,740 from the County’s Community Grant Program. The City uses the grant funds for management of the compost site, coupon recycling program and costs’ associated with city wide clean up. The City had entered into a grant agreement with Carver County on January 13, 2013 and the grant agreement allows the grant funding to be extended in one year increments until December 31, 2017. A MOTION to Approve a One Year Extension of the Solid Waste Grant Agreement was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden. Motion Carried 4/0
4. **Approval of Lease of New Copier** – Staff requested item to be tabled until next Council Meeting.
5. **Authorization to Request Jaguar Conduct a Survey of Mayer Residents** – The City was contacted by Jonathon Rodd of Jaguar Communications about providing internet service to the residents of Mayer. Jaguar has been contacted by several residents and a couple of businesses in the City requesting services. Jaguar would like to survey the residents and is requesting that the City assist them with the survey. Staff is requesting authorization to assist with labels for all of the residents that met with Jaguars’ approval. A motion to authorize the city to provide assistance to Jaguar to conduct a survey of Mayer residents was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden. Motion Carried 4/0

FOR YOUR INFORMATION

- Council was provided with information on LED street lighting and a worksheet summarizing the savings associated with the conversion of the Xcel Energy owned cobra streetlights scheduled for March, 2017.

COUNCIL REPORTS

- None

OTHER BUSINESS

- None

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 7:10 p.m. Motion Carried 4/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – JANUARY 23, 2017

Call Work Session to order at 7:11 p.m. by Mayor Dodge with 2 additions to the agenda.

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

ABSENT: Boder

STAFF: City Administrator Ruch-Hammond, Public Works Kyle Kuntz, Greg Kluver of Kluver Consulting, and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz

1. **Discussion on Solar for WWTF:** Michael Allen and Michael Thalhimer of All Energy Solar gave a presentation to the Council. All Energy Solar designs and builds in house, solar energy systems specialized for each individual customer. The City of Mayer is looking to the future and is considering options for renewable energy and its cost savings to the City. One option is to install solar panels at the Waste Water Treatment Facility. All Energy Solar's initial assessment of the Waste Water Treatment Facility found the site to be a viable location for solar panels. As part of the assessment a soil test would need to be conducted at the site. Mr. Allen and Mr. Thalhimer requested authorization to have RBI pull a soil test at no cost to the City. After further discussion, the Council approved authorization to test the soil at the WWTF. Council asked Staff to contact All Energy Solar for continued discussions at a future Work Session.
2. **Discussion on Drainage for 1109 Apple Circle:** Andrew Keppel of 1109 Apple Circle addressed the Council with drainage concerns on his property. Mr. Keppel is experiencing significant standing water and drainage problems, which is affecting the use of his back yard. He would like to solve the problem by installing an underground drain tile that would run from his property westerly between neighboring lot owners to an existing storm water storage pond. Mr. Keppel was not able to get the full agreement from his neighbors and is requesting the City's help to attain access to the City's storm water storage pond. Public Works will meet with property owner to assist in a solution.

The Council expressed their willingness to help where they can, however, stated that it would be at the homeowners expense. Council requested that the homeowner put together a plan for City review and asked Staff to acquire quotes from several contractors.

3. **Discussion on Public Works Position:** Public Works presented a list of duties the new Public Works employee would be responsible for and discussed with Council the benefits of adding a new employee. Public Works stated that the new employee would be in charge of the City parks, allowing him time to address tasks placed on hold. After much discussion, Council requested Staff to present a job description to them for approval in order to move forward.
4. **Discussion on Moving of Old Public Works Building:** Council reviewed various costs to relocate the old Public Works building with Staff. Council instructed Staff to request a bid for demolition and to continue discussion at a future work session.

5. **Voting on Boards:** Council discussed whether a Council Member who is also a Committee Member should be able to vote at a committee meeting. Council agreed that if Council Member is a Committee Member, than they should be a voting member. Mayor Dodge would like to ask the Committee Members for their input before making a decision.
6. **Discussion on Meeting Motions:** Mayor Dodge discussed with Council and Staff the use of Roberts Rules of Order for Council Meetings. Currently, Council follows Roberts Rules at times. In order to conduct a more effective meeting Mayor Dodge would like to follow Roberts Rules more closely. The Mayor pointed out that when there is a motion there should be a second before discussion. He asked for Councils cooperation on motions.
7. **Discussion on Town Cop Quarterly Updates:** The Council discussed the possibility of addressing questions directly to the town cop and agreed that an in person report would be beneficial to staying on top of the activities in Mayer and the surrounding area. Council asked Staff to speak with the town cop about giving a quarterly update to the Council.
8. **Discussion on Snowmobile Email:** A local business person sent an email to MN DOT about his displeasure of snow removal on a sidewalk. Some confusion about who he was representing in the email, the City or the snowmobile club. The conclusion was that he sent the email on behalf of the snowmobile club not the City.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 9:14 p.m.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

CITY OF MAYER
ECONOMIC DEVELOPMENT AUTHORITY MEETING
Minutes
October 18, 2016

Members Present: Tim Duckworth, Scott Wakefield Thomas Stifter, Gerry Thomas and Nikki McNeilly.

Members Absent: None

Staff Present: Luayn Ruch-Hammond, City Administrator

Others Present: Mathew Burleson

The meeting was called to order by Chair Duckworth at 6:30 PM.

Approval of Agenda

On a motion by Commissioner Stifter and seconded by Commissioner Thomas to approve the agenda. Motion carried 5/0.

Approval of the Minutes

On a motion by Commissioner McNeilly and seconded by Commissioner Stifter to approve the minutes of the August 30, 2016 meeting. Motion carried 5/0.

Creamery Discussion

The new owner of the Creamery, Nick Vleck updated the EDA on the progress that he has made with the Creamery. He reviewed his proposal with the EDA. He has four phases that he would like to implement.

Phase I

- Clean the building interior
- Secure the exterior of the building,
- Assess lean too either repair, maintain or remove,
- Compile estimates on water, electric, roof and mold remediation
- Create a plan for the interior

Phase II

- Electricity restored
- Water restored

Phase III

- Repair roof
- Gut interior
- Install heating system

Phase IV

- Exterior landscaping
- Façade improvements
- Seal well

As each of the phases is completed the request is to have one fourth of the assessment forgiven.

He would also like to split the lot in half to possibly sell the east side. Requesting that the City give back the parcel that was taken from the original parcel.

The plan for the building is to create personal studio space and gallery space. Eventually have art shows for artists statewide.

On a motion by Commissioner Duckworth and seconded by Commissioner Thomas to recommend to the City Council a full project plan with measurable goals be fixed to an incremental release of the assessment forgiveness and that the assessment is also measured by the progress of the completion of the project. Motion carried 5/0.

Marketing of City Businesses

City staff has contacted business in the community and many of them would like to be included in the new resident packet. EDA decided that the placement of a business card in the packets would be appropriate. Staff will recontact businesses that didn't give a response and also contact the businesses for a business card.

Mass emailing

Staff had checked with Gov Office they are the providers for the City's web page. They can provide the City with emailing capabilities. Staff will move forward with the email request to the Council.

Carver County Broker Event

Staff updated EDA on the Carver County Broker event planned that was held on September 7, 2016. All cities in the county were present at the meeting. This event will be held again next year.

Business Update

Staff updated the EDA on Casey's application for construction of a store and the purchase of the fire department lot.

Other Business

None

Next Meeting

Next meeting will be held on January 24, 2017.

Adjournment

On a motion by Commissioner Duckworth and seconded by Commissioner Wakefield to adjourn the meeting at 7:43 PM. Motion carried 5/0.

CITY OF MAYER
Mayer Community
For A Lifetime Commission
Meeting Minutes
Monday
October 10, 2016
10:00 AM

Members Present: Al Edholm, Kaye Timmers and Susan Ziermann.

Members Absent: Judi Edholm and Gerry Thomas, Council Liaison.

Others Present: Gary Stahlke, Carver County Sheriff's Deputy

Staff Present: Jennifer J. Anderson, Carver County Public Health Program Specialist; Luayn Ruch-Hammond, City Administrator

The meeting was called to order by Vice-Chair Edholm at 10:00 AM.

AGENDA

On a motion by Sue Ziermann and seconded by Kaye Timmers to approve the agenda. Motion carried 3/0.

MINUTES

On a motion by Sue Ziermann and seconded by Al Edholm to approve the minutes of September 12, 2016 meeting. Motion carried 3/0.

Town Cop

Gary Stahlke, Carver County Sheriff's Deputy appeared for the Commission to update them on issues that he would be willing to present to the Commission. Sue Ziermann will ask the senior potluck group if they would like to have a presentation on scams.

Discussion on Act on Alzheimer's

Commission had requested that staff contact the Mayer businesses to find out if they were interested in dementia training for their employees. Nine of the businesses expressed an interest in having their employees attend the training.

Staff is to coordinate with Carver County Public Health on a date and time that would work. Staff will send an invite to the businesses and request an RSVP. The training will be offered in the AM and PM.

Discussion about having more people in the community involved. Carver County Staff suggested that a speaker from the Alzheimer's Association could come to the community to do a presentation. After further discussion the Commission decided that the number of people attending may not warrant a meeting. It was decided to do the business group first.

The training will focus on three areas:

1. Learning what dementia is and what it isn't.
2. Understanding the 10 warning signs of dementia.
3. Creating a dementia friendly space

Staff will coordinate with Carver County on the date of the training and send invitations to the businesses.

Carver County Updates

Carver County Public Health, Social Services and Law Enforcement will be providing training on November 10, 2016 from 11:30 – 1:30 PM. This is a workshop focused on nuisances, identifying potential nuisances and then how to refer a public health issue. RSVP is required.

Other Business

None

Commissioner Reports

None

Next Meeting

The next meeting of the Mayer Commission for a Lifetime will be determined at a later date.

Adjournment

On a motion by Kaye Timmers and seconded by Susan Ziermann to adjourn the meeting at 10:36 AM. Motion carried 3/0.

City of Mayer
Planning Commission
Meeting Minutes
Tuesday, January 3, 2017

Commission Members Present: Chairperson Tom Stifter, Les Hahn, Barney Johnson, Patty Lanting, Rod Maetzold and Council Liaison Erick Boder.

Commission Members Absent: Don Wachholz.

Others Present: Scott Trumpei

Staff Present: Planning Consultant John Anderson of Municipal Development Group, LLC

CALL MEETING TO ORDER

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

ADOPT AGENDA

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

ELECTION OF THE CHAIRPERSON AND VICE CHAIRPERSON

A motion to elect Chairperson Stifter as the Chairperson and Commissioner Hahn as the Vice Chairperson was made by Commissioner Maetzold and seconded by Council Liaison Bodick. Motion carried 6/0.

APPROVAL OF MINUTES

A motion to approve the November 1, 2016 Planning Commission minutes was made by Chairperson Stifter and seconded by Commissioner Johnson. Motion carried 6/0.

REVIEW OF THE DRAFT LAND USE CHAPTER OF THE CITY OF MAYER 2040 COMPREHENSIVE PLAN UPDATE

At 6:39 PM Planning Consultant Anderson presented the draft Existing Land Use map, the draft Future Land Use map and the draft the text for Chapter 2 Land Use. Discussion involved the existing land uses and their total acreage within the City. A inventory of the existing vacant residential, commercial and industrial parcels was also presented by Planning Consultant Anderson.

The future land uses for individual parcels was discussed and it was the Planning Commission's consensus that the boat storage facility and adjacent property should be guided for future high density and that the cluster of single family home directly east of the Sunset addition plat should be guided for medium density residential rather than low density residential. It was also noted the public works facility on Shimmcor Street was identified incorrectly on the Existing Land Use map and needs to be changed to Public and Quasi Public.

There was also a discussion on the Trunk Highway 25 bypass. It was noted that several Planning Commission members felt the bypass should be located further to the east of the City. Planning Consultant Anderson stated that he will be in contact with the Mn/DOT representative to discuss this issue.

NEXT MEETING

Next scheduled meeting is Tuesday, February 7, 2017.

COMMISSIONERS REPORT

Planning Consultant Anderson updated the Commission on the Coldwater Crossing 7th Addition preliminary plat submittal and the Casey's General store construction status.

ADJOURNMENT

A motion was made by Commissioner Hahn and seconded by Commissioner Johnson to adjourn the meeting at 7:56 PM. Motion carried 6/0.

***Claim Register©**

02/13/17PAY

February 2017

Claim Type	Direct				
Claim#	11359	AME ELECTRIC INC			
Cash Payment	E 100-42280-400	Repairs & Maint Cont	FD-REPLACE T12 BALLAST		\$100.00
	Invoice	3143			
Transaction Date	2/8/2017	Security Bank	10100	Total	\$100.00

Claim Type	Direct				
Claim#	11363	ATHC - WATERTOWN			
			Ck# 020536	2/3/2017	
Cash Payment	E 100-49505-430	Miscellaneous (GENERAL)	RECYCLING OF MATTRESS & BOXSPRING		\$40.00
	Invoice	LEFT IN CC DUMPTER			
Transaction Date	2/3/2017	Security Bank	10100	Total	\$40.00

Claim Type	Direct				
Claim#	11354	BOBS REPAIR			
Cash Payment	E 100-43100-400	Repairs & Maint Cont	REPLACEMENT BATTERY FOR GENERATOR		\$103.13
	Invoice	89773			
Cash Payment	E 100-43100-400	Repairs & Maint Cont	CUTTING EDGE KIT FOR P/W TRUCK		\$452.70
	Invoice	89772			
Cash Payment	E 100-42260-400	Repairs & Maint Cont	LIFT SUPPORT FOR AIR TANK FILL STATION		\$21.99
	Invoice	89678			
Transaction Date	2/7/2017	Security Bank	10100	Total	\$577.82

Claim Type	Direct				
Claim#	11367	CARVER COUNTY			
Cash Payment	E 100-42100-430	Miscellaneous (GENERAL)	MAYER WINE & SPIRITS		\$100.00
	Invoice	SHERI002804			
Cash Payment	E 100-42100-430	Miscellaneous (GENERAL)	KNUCKLEHEADS		\$100.00
	Invoice	SHERI002804			
Cash Payment	E 100-42100-430	Miscellaneous (GENERAL)	HELDT'S BAR		\$100.00
	Invoice	SHERI002804			
Transaction Date	2/6/2017	Security Bank	10100	Total	\$300.00

Claim Type	Direct				
Claim#	11356	COMPASS MINERALS AMERICA			
Cash Payment	E 100-43125-229	Sand & Salt	ROAD SALT		\$2,336.29
	Invoice	71600958			
Transaction Date	2/7/2017	Security Bank	10100	Total	\$2,336.29

Claim Type	Direct				
Claim#	11364	DAWN CLEMENSEN			
Cash Payment	E 100-41940-300	Professional Svcs	CLEANING SERVICES FOR THE MONTH OF		\$375.00
	Invoice	JANUARY 17			
Transaction Date	2/6/2017	Security Bank	10100	Total	\$375.00

Claim Type	Direct				
Claim#	11339	DELTA DENTAL OF MINNESOTA			
			Ck# 020525	1/24/2017	
Cash Payment	G 100-21707	Dental	EMPLOYEE BENEFITS		\$46.70
	Invoice				
Transaction Date	1/24/2017	Security Bank	10100	Total	\$46.70

Claim Type	Direct				
Claim#	11342	EMERGENCY MEDICAL TRAINING			

***Claim Register©**

02/13/17PAY

February 2017

Cash Payment	E 100-42200-208 Training and Instruction	FD COURSE FEE FOR COOPER & MCNEILLY	\$700.00
		1/10/17	

Invoice 1649

Transaction Date	1/24/2017	Security Bank	10100	Total	\$700.00
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Claim Type DirectClaim# 11370 *FREMONT INDUSTRIES, INC*

Cash Payment	E 640-49480-216 Chemicals and Chem Prod WWTF		\$1,134.00
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Invoice 894005

Transaction Date	2/6/2017	Security Bank	10100	Total	\$1,134.00
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Claim Type DirectClaim# 11349 *FRONTIER* Ck# 004448E 2/9/2017

Cash Payment	E 640-49480-321 Telephone	WWTF	\$133.78
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Invoice

Transaction Date	1/24/2017	Security Bank	10100	Total	\$133.78
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Claim Type DirectClaim# 11360 *FRONTIER* Ck# 004459E 2/15/2017

Cash Payment	E 620-49410-321 Telephone	WTP	\$78.83
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Invoice

Transaction Date	2/2/2017	Security Bank	10100	Total	\$78.83
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Claim Type DirectClaim# 11361 *FRONTIER* Ck# 004460E 2/15/2017

Cash Payment	E 100-42280-321 Telephone	FD	\$92.79
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Invoice

Transaction Date	2/2/2017	Security Bank	10100	Total	\$92.79
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Claim Type DirectClaim# 11362 *FRONTIER* Ck# 004461E 2/15/2017

Cash Payment	E 100-41000-321 Telephone	CITY HALL	\$227.40
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Invoice

Transaction Date	2/2/2017	Security Bank	10100	Total	\$227.40
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Claim Type DirectClaim# 11361 *FRONTIER* Ck# 004466E 2/25/2017

Cash Payment	E 100-43700-321 Telephone	P/W	\$80.11
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Invoice

Transaction Date	2/8/2017	Security Bank	10100	Total	\$80.11
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Claim Type DirectClaim# 11351 *GENERAL REPAIR SERVICE*

Cash Payment	E 640-49480-404 Repairs/Maint Machinery/E WWTF OIL FOR BLOWERS		\$221.85
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Invoice 62284

Transaction Date	2/2/2017	Security Bank	10100	Total	\$221.85
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Claim Type DirectClaim# 11366 *GERALD THOMAS*

Cash Payment	E 100-41920-400 Repairs & Maint Cont	SET UP NEW PC FOR LUAYN/COUNCIL	\$40.00
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Invoice

Cash Payment	E 100-41920-500 Capital Outlay (GENERAL) WIRELESS MOUSE		\$10.00
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Invoice

Transaction Date	2/6/2017	Security Bank	10100	Total	\$50.00
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***Claim Register©**

02/13/17PAY

February 2017

Claim Type	Direct				
Claim#	11352	GOPHER STATE ONE-CALL INC			
Cash Payment	E 620-49440-355	Gopher State Locates	JANUARY 2017 LOCATES (8)		\$5.40
	Invoice 7010549				
Cash Payment	E 640-49490-355	Gopher State Locates	JANUARY 2017 LOCATES (8)		\$5.40
	Invoice 7010549				
Transaction Date	2/2/2017	Security Bank	10100	Total	\$10.80
Claim Type	Direct				
Claim#	11348	GUARDIAN PEST CONTROL INC			
Cash Payment	E 100-41940-400	Repairs & Maint Cont	COMM CTR SERVICE		\$42.15
	Invoice 1719817				
Transaction Date	1/24/2017	Security Bank	10100	Total	\$42.15
Claim Type	Direct				
Claim#	11365	HERALD JOURNAL PUBLISHING IN			
Cash Payment	E 100-41000-351	Legal Notices Publishing	ORDINANCE 203		\$64.44
	Invoice				
Cash Payment	E 100-41000-351	Legal Notices Publishing	PH COLDWATER CROSSING		\$64.44
	Invoice				
Transaction Date	2/6/2017	Security Bank	10100	Total	\$128.88
Claim Type	Direct				
Claim#	11354	HILLYARD OF HUTCHINSON			
Cash Payment	E 100-41940-400	Repairs & Maint Cont	SOAP FOR COMM CTR RESTROOMS 4 CASES		\$184.14
	Invoice 39854378				
Cash Payment	E 100-41940-400	Repairs & Maint Cont	CREDIT FOR 3 BOXES OF SOAP RETURNED		-\$114.90
	Invoice 800286708				
Transaction Date	2/2/2017	Security Bank	10100	Total	\$69.24
Claim Type	Direct				
Claim#	11360	KLUVER CONSULTING	Ck# 020518 2/1/2017		
Cash Payment	E 640-49480-300	Professional Srvs	SERVICES FOR 1/16-31/17		\$900.00
	Invoice 2-17				
Transaction Date	2/1/2017	Security Bank	10100	Total	\$900.00
Claim Type	Direct				
Claim#	11345	LANO EQUIPMENT			
Cash Payment	E 100-43100-400	Repairs & Maint Cont	SHIELD FOR BOBCAT		\$21.66
	Invoice 5785				
Transaction Date	1/24/2017	Security Bank	10100	Total	\$21.66
Claim Type	Direct				
Claim#	11353	LEAGUE OF MINNESOTA CITIES			
Cash Payment	E 620-49440-360	Insurance (GENERAL)	WTP		\$98.60
	Invoice 33659				
Cash Payment	E 640-49490-360	Insurance (GENERAL)	WWTF		\$138.04
	Invoice 33659				
Cash Payment	E 100-42200-360	Insurance (GENERAL)	FD		\$1,104.32
	Invoice 33659				
Cash Payment	E 100-41000-360	Insurance (GENERAL)	CITY HALL		\$631.04
	Invoice 33659				
Transaction Date	2/2/2017	Security Bank	10100	Total	\$1,972.00

***Claim Register©**

02/13/17PAY

February 2017

Claim Type Direct					
Claim#	11360	LUAYN RUCH-HAMMOND			
Cash Payment	E 100-41300-331	Travel Expenses	MILEAGE 1/23-2/2/17		\$88.06
Invoice					
Transaction Date	2/8/2017	Security Bank	10100	Total	\$88.06
Claim Type Direct					
Claim#	11369	MAYER LUMBER CO INC			
Cash Payment	E 100-42260-400	Repairs & Maint Cont	FD-PROPANE CYL, SLF-IGNIT PROPANE TORCH		\$51.47
Invoice 138200					
Cash Payment	E 100-42260-400	Repairs & Maint Cont	FD-REFL LETTERS,BLK ADHESV FASTENER, REFL TAPE, PLEXAGLASS		\$13.04
Invoice 138205					
Cash Payment	E 100-42260-400	Repairs & Maint Cont	FD-BLK SFT GRIT TAPE		\$6.48
Invoice 138281					
Cash Payment	E 100-43700-400	Repairs & Maint Cont	PW-150W BULB, TOOL HOOKS		\$54.56
Invoice 138311					
Cash Payment	E 100-42260-400	Repairs & Maint Cont	FD-8"FLUOR TUBE, AUTO WAX, POLISH, TOWELS, CASE H20		\$135.25
Invoice 138411					
Cash Payment	E 100-43700-400	Repairs & Maint Cont	PW-10 2X4, 10 2X6, DRILL, WRECKING BAR		\$111.28
Invoice 138748					
Cash Payment	E 100-43700-400	Repairs & Maint Cont	PW-1 BOX LAG SCREWS		\$24.99
Invoice 138758					
Cash Payment	E 100-43700-400	Repairs & Maint Cont	PW-8 BOLTS		\$4.72
Invoice 138943					
Cash Payment	E 100-43700-400	Repairs & Maint Cont	PW- 3" LIGHT TEE HINGE		\$9.58
Invoice 139025					
Transaction Date	2/6/2017	Security Bank	10100	Total	\$411.37
Claim Type Direct					
Claim#	11357	MELCHERT HUBERT SJODIN, PLL			
Cash Payment	E 100-41000-304	Legal Fees	DRAFT RESOL FOR ASSIGN CLERK/TREASURER DUTIES,CWC WETLAND		\$467.00
Invoice 130120					
Cash Payment	E 100-41000-304	Legal Fees	US SOLAR SUBSCRPT, MISC		\$369.60
Invoice 130122					
Cash Payment	G 800-20202	Hidden Creek	HIDDEN CREEK 7TH ADD		\$269.50
Invoice 130121					
Transaction Date	2/7/2017	Security Bank	10100	Total	\$1,106.10
Claim Type Direct					
Claim#	11346	METRO WEST INSPECTION SERVI			
Cash Payment	E 100-42400-300	Professional Svcs	JANUARY STATEMENT FOR BUILDING INSPECTIONS		\$5,221.90
Invoice					
Transaction Date	1/24/2017	Security Bank	10100	Total	\$5,221.90
Claim Type Direct					
Claim#	11356	MIKE DODGE			
Cash Payment	E 100-41100-331	Travel Expenses	MILEAGE REIMBURSEMENT FOR DEHN MEDIATION		\$26.48
Invoice					
Transaction Date	2/2/2017	Security Bank	10100	Total	\$26.48

***Claim Register©**

02/13/17PAY

February 2017

Claim Type Direct
 Claim# 11340 MINNESOTA LIFE INSURANCE CO Ck# 020526 1/24/2017
 Cash Payment G 100-21708 Life/Disability EMPLOYEE BENEFITS \$10.00
 Invoice 70130042
 Transaction Date 1/24/2017 Security Bank 10100 **Total** \$10.00

Claim Type Direct
 Claim# 11355 MINNESOTA MAYORS ASSOCIATI
 Cash Payment E 100-41100-208 Training and Instruction ANNUAL MEMBERSHIP DUES FOR MIKE DODGE \$30.00
 Invoice
 Transaction Date 2/2/2017 Security Bank 10100 **Total** \$30.00

Claim Type Direct
 Claim# 11337 MINNESOTA POLLUTION CONTRO Ck# 020523 1/24/2017
 Cash Payment E 640-49490-208 Training and Instruction APPLICATION FOR WASTE WATER CERT. EXAMINATION FOR KYLE \$55.00
 Invoice
 Transaction Date 1/24/2017 Security Bank 10100 **Total** \$55.00

Claim Type Direct
 Claim# 11338 MINNESOTA POLLUTION CONTRO Ck# 020524 1/24/2017
 Cash Payment E 640-49490-208 Training and Instruction WASTE WATER CONFERENCE REGISTRATION FOR KYLE \$345.00
 Invoice
 Transaction Date 1/24/2017 Security Bank 10100 **Total** \$345.00

Claim Type Direct
 Claim# 11361 MSFDA Ck# 020535 2/1/2017
 Cash Payment E 100-42200-433 Dues and Subscriptions FD ROASTER DUES \$175.00
 Invoice
 Transaction Date 2/1/2017 Security Bank 10100 **Total** \$175.00

Claim Type Direct
 Claim# 11355 MUNICIPAL DEVELOPMENT GROU
 Cash Payment G 800-20202 Hidden Creek REVIEW DEVL AGREEMT HC 7TH ADD \$42.50
 Invoice MAY020417
 Cash Payment G 800-20201 Coldwater Crossing CWC 7TH ADD \$510.00
 Invoice MAY020417
 Cash Payment E 100-41910-300 Professional Svcs MISC PLANNING SERVICES \$457.40
 Invoice MAY020417
 Transaction Date 2/7/2017 Security Bank 10100 **Total** \$1,009.90

Claim Type Direct
 Claim# 11358 NORTHER TOOL & EQUIPMENT
 Cash Payment E 100-43700-580 New Equipment RATCHETING PIPE THREADER,HAMMER,5000PSI A-FRAME HR \$248.97
 Invoice 58866
 Cash Payment E 100-43700-580 New Equipment 3 HOSE HIGH PRESSURE, HOSE REEL \$134.97
 Invoice 59122
 Transaction Date 2/7/2017 Security Bank 10100 **Total** \$383.94

Claim Type Direct
 Claim# 11341 PREFERRED ONE INS CO Ck# 020527 1/24/2017
 Cash Payment G 100-21706 Hospitalization/Medical Ins EMPLOYEE BENEFITS \$2,107.44
 Invoice 170170002103

***Claim Register©**

02/13/17PAY

February 2017

Transaction Date	1/24/2017	Security Bank	10100	Total	\$2,107.44
Claim Type	Direct				
Claim#	11347 R HOME LLC				
Cash Payment	G 800-20211 Landscape Escrow	B2016-09 1263 MPKWY			\$1,650.00
Invoice					
Cash Payment	G 800-20211 Landscape Escrow	B2016-08 1259 MPKWY			\$1,650.00
Invoice					
Transaction Date	1/24/2017	Security Bank	10100	Total	\$3,300.00
Claim Type	Direct				
Claim#	11344 TOM GOEPFERT				
Cash Payment	E 620-49440-300 Professional Svcs	1/7-8/2017			\$100.00
Invoice					
Cash Payment	E 640-49480-300 Professional Svcs	1/21-22/2017			\$100.00
Invoice					
Transaction Date	1/24/2017	Security Bank	10100	Total	\$200.00
Claim Type	Direct				
Claim#	11350 VERIZON WIRELESS	Ck# 004449E 2/8/2017			
Cash Payment	E 640-49470-321 Telephone	OSH LIFT AUTO DIALER			\$15.28
Invoice					
Transaction Date	1/24/2017	Security Bank	10100	Total	\$15.28
Claim Type	Direct				
Claim#	11358 VERIZON WIRELESS	Ck# 004457E 2/15/2017			
Cash Payment	E 100-42280-321 Telephone	FD TABLET			\$40.01
Invoice	9779029782				
Cash Payment	E 100-42280-321 Telephone	FD CELL PHONE			\$1.22
Invoice	9779029782				
Transaction Date	2/2/2017	Security Bank	10100	Total	\$41.23
Claim Type	Direct				
Claim#	11359 VERIZON WIRELESS	Ck# 004458E 2/16/2017			
Cash Payment	E 640-49480-321 Telephone	CITY ON CALL CELL			\$14.08
Invoice	9779108493				
Cash Payment	E 620-49410-321 Telephone	CITY ON CALL CELL			\$14.08
Invoice	9779108493				
Cash Payment	E 100-43100-321 Telephone	CITY ON CALL CELL			\$14.08
Invoice	9779108493				
Transaction Date	2/2/2017	Security Bank	10100	Total	\$42.24
Claim Type	Direct				
Claim#	11336 VISA	Ck# 020518 1/24/2017			
Cash Payment	E 100-43700-580 New Equipment	P/W RVIEW SAFETY BACKUP CAMERA			\$320.61
Invoice					
Cash Payment	E 100-43700-580 New Equipment	P/W EVERBLADE HEATED WINDSHIELD WIPERS			\$172.15
Invoice					
Cash Payment	E 100-43700-580 New Equipment	P/W SAFETY PPE, FLASHLIGHT, SPOTLIGHT			\$168.97
Invoice	6023				
Cash Payment	E 100-42200-430 Miscellaneous (GENERAL) FD SUBSCRIPTION RENEWAL				\$364.25
Invoice					
Cash Payment	E 640-49480-500 Capital Outlay (GENERAL) WWTF WATER HEATER & DELIVERY				\$1,397.60
Invoice					

***Claim Register©**

02/13/17PAY

February 2017

Cash Payment Invoice	E 100-41000-322 Postage	CITY STAMPS		\$141.00
Cash Payment Invoice	E 100-43100-210 Operating Supplies	P/W RETURN JEANS TO FLEET FARM		-\$39.99
Transaction Date	1/24/2017	Security Bank	10100	Total \$2,524.59

Claim Type	Direct			
Claim#	11351	WIDMER CONSTRUCTION LLC		
Cash Payment Invoice 4241	E 100-43125-300 Professional Svcs	BOB CAT		\$1,890.00
Cash Payment Invoice 4241	E 100-43125-300 Professional Svcs	LOADER		\$1,687.50
Cash Payment Invoice 4241	E 100-43125-300 Professional Svcs	DUMP TRUCK		\$495.00
Cash Payment Invoice 4241	E 100-43125-300 Professional Svcs	PLOW TRUCK		\$675.00
Cash Payment Invoice 4267	E 100-43125-300 Professional Svcs	PLOW TRUCK		\$472.50
Cash Payment Invoice 4267	E 100-43125-300 Professional Svcs	BOB CAT		\$675.00
Transaction Date	1/24/2017	Security Bank	10100	Total \$5,895.00

Claim Type	Direct			
Claim#	11357	XCEL ENERGY	Ck# 004456E 2/17/2017	
Cash Payment Invoice 532221322	E 640-49480-381 Electric Utilities	WWTF		\$2,809.30
Cash Payment Invoice 532221322	E 100-42280-381 Electric Utilities	FD		\$184.53
Cash Payment Invoice 532221322	E 620-49410-381 Electric Utilities	WELL #2		\$652.99
Cash Payment Invoice 532221322	E 100-41940-381 Electric Utilities	CITY HALL		\$521.17
Cash Payment Invoice 532221322	E 640-49470-381 Electric Utilities	OSH LIFT		\$606.11
Cash Payment Invoice 532221322	E 620-49410-381 Electric Utilities	TOWER		\$240.26
Cash Payment Invoice 532221322	E 100-43700-381 Electric Utilities	P/W		\$261.80
Cash Payment Invoice 532221322	E 620-49410-381 Electric Utilities	WTP		\$1,158.47
Cash Payment Invoice 532221322	E 640-49470-381 Electric Utilities	RED BARN LIFT		\$28.63
Cash Payment Invoice 532221322	E 100-45000-381 Electric Utilities	OSH CONCESSIONS		\$18.75
Cash Payment Invoice 532221322	E 100-43160-381 Electric Utilities	ASH AV STREETLIGHTS		\$27.96
Transaction Date	2/2/2017	Security Bank	10100	Total \$6,509.97

Claim Type	Direct			
Claim#	11343	XYLEM WATER SOLUTIONS USA I		
Cash Payment Invoice GREG011817	E 640-49480-404 Repairs/Maint Machinery/E	WWTF-SS FOR NEW SENSOR,WIPER HOLDER & SHIPPING		\$392.73
Transaction Date	1/24/2017	Security Bank	10100	Total \$392.73

MAYER, MN

02/09/17 2:54 PM

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***Claim Register©**

02/13/17PAY

February 2017

Pre-Written Checks	\$13,425.36
Checks to be Generated by the Compute	\$26,105.17
Total	\$39,530.53

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____

*Check Summary Register©

January 2017

Name	Check Date	Check Amt	
10100 Security Bank			
Paid Chk# 004417E XCEL ENERGY	1/11/2017	\$191.38	P/W
Paid Chk# 004418E XCEL ENERGY	1/11/2017	\$28.61	ASH AVE STREETLIGHTS
Paid Chk# 004419E XCEL ENERGY	1/11/2017	\$11.75	OSH CONCESSIONS
Paid Chk# 004420E XCEL ENERGY	1/13/2017	\$1.55	OSH CONCESSIONS-LAST SINGLE BI
Paid Chk# 004421E XCEL ENERGY	12/28/2016	\$25.95	RED BARN LIFT
Paid Chk# 004422E XCEL ENERGY	1/12/2017	\$4.85	RED BARN LIFT-FINAL SINGLE BIL
Paid Chk# 004423E XCEL ENERGY	12/28/2016	\$1,823.55	CITY STREERLIGHTS
Paid Chk# 004424E XCEL ENERGY	1/20/2017	\$5,450.54	SERVICE DATE 12/21/16-1/20/17
Paid Chk# 004425E FRONTIER	1/9/2017	\$134.02	WWTF
Paid Chk# 004426E FRONTIER	1/17/2017	\$79.11	WTP
Paid Chk# 004427E FRONTIER	1/17/2017	\$227.66	CITY HALL
Paid Chk# 004428E FRONTIER	1/17/2017	\$92.89	FD
Paid Chk# 004429E VERIZON WIRELESS	1/8/2017	\$18.18	OSH LIFT STATION AUTO DIALER
Paid Chk# 004433E VERIZON WIRELESS	1/15/2017	\$41.23	FD
Paid Chk# 004434E VERIZON WIRELESS	1/16/2017	\$42.31	CITY ON CALL PHONE
Paid Chk# 004435E PERA	1/12/2017	\$980.87	Vendor Liability
Paid Chk# 004436E MINNESOTA DEPARTMENT OF R	1/12/2017	\$328.30	Vendor Liability
Paid Chk# 004437E INTERNAL REVENUE SERVICE C	1/12/2017	\$1,858.73	Vendor Liability
Paid Chk# 004438E FRONTIER	1/25/2017	\$80.11	P/W
Paid Chk# 004439E XCEL ENERGY	1/31/2017	\$1,832.10	CITY STREETLIGHTS
Paid Chk# 004440E CENTERPOINT ENERGY	2/1/2017	\$1,507.42	WWTF
Paid Chk# 004441E CENTERPOINT ENERGY	2/1/2017	\$117.72	WTP
Paid Chk# 004442E CENTERPOINT ENERGY	2/1/2017	\$132.76	P/W
Paid Chk# 004443E CENTERPOINT ENERGY	1/12/2017	\$904.48	CITY HALL
Paid Chk# 004444E CENTERPOINT ENERGY	1/12/2017	\$490.58	FD
Paid Chk# 004445E MINNESOTA DEPARTMENT OF R	1/19/2017	\$188.00	4TH QTR 16 SALES & USE TAX PD
Paid Chk# 004446E MCLEOD COOP POWER ASSN	1/28/2017	\$35.69	CITY SIGN
Paid Chk# 004447E MCLEOD COOP POWER ASSN	1/28/2017	\$694.73	STREET LIGHTS
Paid Chk# 004450E INTERNAL REVENUE SERVICE C	1/27/2017	\$1,267.01	Vendor Liability
Paid Chk# 004451E PERA	1/27/2017	\$671.33	Vendor Liability
Paid Chk# 004452E MINNESOTA DEPARTMENT OF R	1/27/2017	\$235.28	Vendor Liability
Paid Chk# 004453E INTERNAL REVENUE SERVICE C	1/27/2017	\$1,843.31	Vendor Liability
Paid Chk# 004454E PERA	1/27/2017	\$978.90	Vendor Liability
Paid Chk# 004455E MINNESOTA DEPARTMENT OF R	1/26/2017	\$326.69	Vendor Liability
Paid Chk# 004462E SECURITY BANK	2/7/2017	\$66.99	RETURNED CHECK CHARGE BACK FOR
Paid Chk# 004463E SECURITY BANK	2/7/2017	\$4.00	RETURNED CHECK ITEM FEE
Paid Chk# 004464E SECURITY BANK	2/7/2017	\$0.00	ACH FEE FOR JANUARY 17
Paid Chk# 004465E SECURITY BANK	1/31/2017	\$15.40	ACH FEE FOR JANUARY 17
Paid Chk# 020474 BUREAU OF CRIMINAL AFFAIRS	1/3/2017	\$32.00	BACKGROUND CHECK/FD
Paid Chk# 020479 CUSTOMIZED FIRE RESCUE TR	1/9/2017	\$200.00	ANNA BOOTE
Paid Chk# 020480 DAWN CLEMENSEN	1/9/2017	\$375.00	CLEANING SERVICE FOR THE MONTH
Paid Chk# 020481 GOPHER STATE ONE-CALL INC	1/9/2017	\$10.80	DECEMBER LOCATES
Paid Chk# 020482 JERRY'S TRANSMISSION SERVI	1/9/2017	\$364.77	FD-MISC REPAIRS FOR SPAR PUMPE
Paid Chk# 020483 MN DEPT OF LABOR AND INDUS	1/9/2017	\$951.36	4TH QTR BLDG SURCHG FOR 2016
Paid Chk# 020484 MSFCB - MN FIRE SERVICE	1/9/2017	\$0.00	2017 MEMBERSHIP RENEWAL
Paid Chk# 020485 MSFDA	1/9/2017	\$148.00	2017 MSFDA MEMBERSHIP DUES
Paid Chk# 020486 MUNICIPAL EMERGENCY SERVI	1/9/2017	\$97.71	FD-SAFETY VEST, V-PATCH
Paid Chk# 020487 PEAK HEATING AND COOLING	1/9/2017	\$337.26	HEATING SERVICE FOR COMM CTR I
Paid Chk# 020488 UNITED FIRE FIGHTERS ASSN	1/9/2017	\$30.00	2017 MEMBERSHIP DUES
Paid Chk# 020489 WIDMER CONSTRUCTION LLC	1/9/2017	\$7,292.50	SNOW REMOVAL 12/11-12/17/16
Paid Chk# 020490 POSTMASTER	1/11/2017	\$256.70	DECEMBER 2016 UTILITY BILLING
Paid Chk# 020491 EDHOLM, ALLAN	1/12/2017	\$108.05	
Paid Chk# 020492 GILDEMEISTER, JANELL	1/12/2017	\$1,096.03	

***Check Summary Register©**

January 2017

Name	Check Date	Check Amt	
Paid Chk# 020493 KUNTZ, KYLE	1/12/2017	\$1,473.43	
Paid Chk# 020494 RUCH-HAMMOND, LUAYN R	1/12/2017	\$2,185.54	
Paid Chk# 020495 BUREAU OF CRIMINAL AFFAIRS	1/17/2017	\$32.00	FD BACKGROUND CHECK FOR DANIEL
Paid Chk# 020496 KLUVER CONSULTING	1/18/2017	\$900.00	SERVICES FOR 1/1-15/17
Paid Chk# 020497 BOND TRUST SERVICES CORP	1/19/2017	\$312,700.00	GO BONDS \$975,000, SERIES 2015
Paid Chk# 020498 ATHC - WATERTOWN	1/23/2017	\$303.00	COUPONS 4360 (33)
Paid Chk# 020499 BOLTON & MENK, INC.	1/23/2017	\$2,750.50	COLDWATER CROSSING 7TH
Paid Chk# 020500 CARVER CO TAXPAYERS SERVI	1/23/2017	\$1,170.23	MISC FEES FOR 2016 ELECTION
Paid Chk# 020501 CARVER COUNTY ATTORNEYS	1/23/2017	\$274.83	4TH QRT PARKING FINES 2016
Paid Chk# 020502 CCFDMAA	1/23/2017	\$250.00	ANNUAL DUES FOR 2017
Paid Chk# 020503 CENTRAL FIRE PROTECTION, IN	1/23/2017	\$207.50	ANNUAL MAINTENANCE/FIRE EXTING
Paid Chk# 020504 CITY OF HUTCHINSON	1/23/2017	\$100.00	2017 ANNUAL DUES/PERMIT HAUL F
Paid Chk# 020505 FRANKLIN PRINTING INC	1/23/2017	\$75.61	NOTARY STAMP FOR JANELL
Paid Chk# 020506 GERALD THOMAS	1/23/2017	\$20.00	WIPE & RESET CITY LAPTOP FOR O
Paid Chk# 020507 GOPHER STATE ONE-CALL INC	1/23/2017	\$89.20	2017 ANNUAL FACILITY OPERATOR
Paid Chk# 020508 HD SUPPLY WATERWORKS LTD	1/23/2017	\$147.13	WATER METERS/HORNS
Paid Chk# 020509 HESELTON CONSTRUCTION, LL	1/23/2017	\$21,911.51	CONTRACTOR FINAL PYMT TH 25/62
Paid Chk# 020510 HILLYARD OF HUTCHINSON	1/23/2017	\$6.50	PAPER DISPENSER REPLACEMENT PA
Paid Chk# 020511 LUTHERAN HIGH SCHOOL	1/23/2017	\$230.00	CHRISTMAS TREE PICKUP-115 WREA
Paid Chk# 020512 MELCHERT HUBERT SJODIN, PL	1/23/2017	\$794.30	EMAIL CORRESP/DRAFT DEVEL. AGR
Paid Chk# 020513 MN PUBLIC FACILITIES AUTHOR	1/23/2017	\$18,822.70	MPFA-05-0069-R-FY07
Paid Chk# 020514 MOBIL - EXXON/MOBIL	1/23/2017	\$435.95	P/W
Paid Chk# 020515 MSFDA	1/23/2017	\$7.00	RENEWAL FEES
Paid Chk# 020516 MUNICIPAL DEVELOPMENT GR	1/23/2017	\$485.13	PLANNING SERVICES CWC/HC WEST
Paid Chk# 020517 UTILITY CONSULTANTS, INC.	1/23/2017	\$40.00	SAMPLES
Paid Chk# 020518 AERZEN USA CORP	1/23/2017	\$473.70	3 AIR FILTER CARTRIDGES & FREI
Paid Chk# 020519 EHLERS & ASSOCIATES INC	1/23/2017	\$3,175.00	FINANCIAL ADVISORY SERVICES
Paid Chk# 020521 OWENS COMPANIES, INC.	1/23/2017	\$894.06	PREVENTATIVE MAINTENANCE/REPAI
Paid Chk# 020528 EDHOLM, ALLAN	1/26/2017	\$72.03	
Paid Chk# 020529 GILDEMEISTER, JANELL	1/26/2017	\$1,124.72	
Paid Chk# 020530 KUNTZ, KYLE	1/26/2017	\$1,441.60	
Paid Chk# 020531 RUCH-HAMMOND, LUAYN R	1/26/2017	\$2,185.54	
Paid Chk# 020532 KUNTZ, KYLE	1/26/2017	\$1,209.74	
Paid Chk# 020533 RUCH-HAMMOND, LUAYN R	1/26/2017	\$2,138.31	
Total Checks		\$412,160.92	

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____



CITY OF MAYER
RESOLUTION 2-13-2017-7
AUTHORIZING THE TRANSFER OF FUNDS AND THE CLOSURE OF
ROUND ABOUT PROJECT IMPROVEMENT FUND 440

WHEREAS, the Round About Improvement Fund 440 was established for payment of improvements; and

WHEREAS, the project was completed and accepted by the City of Mayer on January 23, 2017; and

WHEREAS, the project costs have exceeded the amount in the fund; and

WHEREAS, in accordance with the City's fund policy it is appropriate to transfer funds; and

WHEREAS, the City has funds in Fund 435; and

WHEREAS, the City will need to transfer from Fund 435 to Fund 440 the amount of \$19,696.00; and

WHEREAS, once the transfer is completed the project is complete it is appropriate for the City to close the fund; and

WHEREAS, the project is complete it is appropriate to close fund 440.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAYER, MINNESOTA THAT; It hereby authorizes the transfer of funds from Fund 435 to Fund 440 in the amount of \$19,696.00 and then the closing of Round About Street Improvement Fund 440.

The adoption of the foregoing resolution was duly motioned by Councilmember _____ and seconded by Councilmember _____ and after full discussion thereof and upon a vote being taken thereon, the following Councilmembers voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted. Dated this 13th day of February, 2017.

Mike Dodge, Mayor

ATTEST:

Luayn Ruch-Hammond, City Clerk

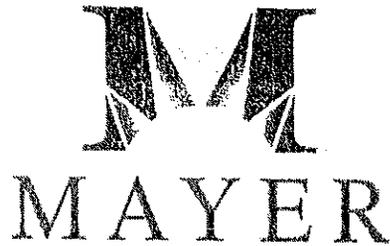
To Mayer Fire Department Relief association, and Chief Rod Maetzold:

I Martin Seltz hereby resign my position on the Mayer Fire Department effective 1-4-2017

Martin Seltz

Mart P. Seltz

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City of Mayer
Resolution No. 2-13-2017-9

Regarding Appointment of Daniel Martin to the
Mayer Fire Department

WHEREAS, the City of Mayer made the decision to appoint members to the fire department,

WHEREAS, the City and fire department are in need of fire fighters; and

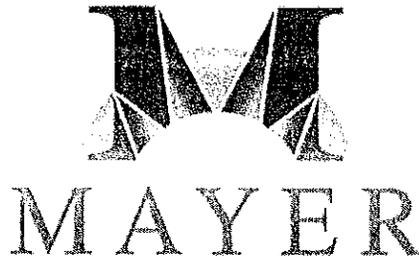
WHEREAS, Daniel Martin has passed all requirements of the Mayer Fire Department the Fire Chief is recommending the appointment of Daniel Martin,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mayer, Minnesota, that Daniel Martin is a member of the Mayer Fire Department as of February 13, 2017.

Adopted by the City Council of the City of Mayer, Minnesota this 13th day of February, 2017.

Mike Dodge, Mayor

ATTEST: _____
Luayn Ruch-Hammond, City Administrator



Date: February 7, 2017

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 01/31/17

TOWNSHIP CALLS:

01/02/17	2021	Watertown	Car Crash, On HWY 25 N. of 50 th St	20
01/06/17	1503	Hollywood	Medical, 5850 Co Rd 23	13
01/12/17	2022	Hollywood	Medical, 4925 Co Rd 21	17
01/22/17	1900	Hollywood	Medical, 5050 Co Rd 123	19

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
01/25/17	1804	Medical, 2308 Coldwater Crossing	12

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 01/31/17

01/02/17	Regular Meeting
01/09/17	Truck Detail
01/09/17	Chief Sorensen Retirement Reception - Waconia
01/16/17	CPR Training
01/19/17	Carver County Chiefs Meeting – Hamburg
01/25/17	WAFTA Meeting - Mound

City of Mayer
January
Building Permits and Valuation

	Current Month		Current Quarter		2017 YTD	
	Permits	Valuation	Permits	Valuation	Permits	Valuation
Residential						
New Single Family Homes	2	\$390,720.00	2	\$390,720.00	2	\$390,720.00
Townhouse/Twin Homes	0	\$0.00			0	\$0.00
House Additions	0	\$0.00			0	\$0.00
House Remodels/Basement Finish	1	\$3,000.00	1	\$3,000.00	1	\$3,000.00
Garages	0	\$0.00			0	\$0.00
Garage Additions and Remodels	0	\$0.00			0	\$0.00
3-Season Porches/Sun Rooms	0	\$0.00			0	\$0.00
Decks/Deck Ftgs Only	0	\$0.00			0	\$0.00
Fire Damage Repair	0	\$0.00			0	\$0.00
Swimming Pools	0	\$0.00			0	\$0.00
Voided Permits	0	\$0.00			0	\$0.00
Demolition Permits	0	\$0.00			0	\$0.00
Sheds and Accessory Structures	0	\$0.00			0	\$0.00
Renewals	0	\$0.00			0	\$0.00
Move-In House/Garage	0	\$0.00			0	\$0.00
Mechanical Permits	0	\$0.00			0	\$0.00
Plumbing Permits	0	\$0.00			0	\$0.00
Re-Roof, Re -Side, Re-Window	3	\$0.00	3		3	\$0.00
Fence	0	\$0.00			0	\$0.00
Miscellaneous	3	\$0.00	3		3	\$0.00
TOTAL RESIDENTIAL	9	\$393,720.00			9	\$393,720.00
Commercial/Industrial						
New Buildings	1	\$900,000.00	1	\$900,000.00	1	\$900,000.00
Remodel Additions	0	\$0.00			0	\$0.00
Re-Roof, Re -Side, Re-Window	0	\$0.00			0	\$0.00
Mechanical Permits	0	\$0.00			0	\$0.00
Plumbing Permits	0	\$0.00			0	\$0.00
Fire Sprinkler	0	\$0.00			0	\$0.00
Miscellaneous	0	\$0.00			0	\$0.00
TOTAL COMMERCIAL/INDUSTRIAL	1	\$900,000.00			1	\$900,000.00
Public and Institutional						
New Buildings	0	\$0.00			0	\$0.00
Remodel Additions	0	\$0.00			0	\$0.00
Re-Roof, Re -Side, Re-Window	0	\$0.00			0	\$0.00
Mechanical Permits	0	\$0.00			0	\$0.00
Plumbing Permits	0	\$0.00			0	\$0.00
Fire Sprinkler	0	\$0.00			0	\$0.00
Miscellaneous	0	\$0.00			0	\$0.00
TOTAL PUBLIC & INSTITUTIONAL	0	\$0.00			0	\$0.00
GRAND TOTALS	10	\$1,293,720.00	0	\$0.00	10	\$1,293,720.00

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 13, 2017
Item Name: Fire Department Social Media Policy
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):
Item Type (X only one): Consent Regular Session Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

A motion approving the Fire Department Social Media Policy.

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

City Council had instructed staff to send the Social Media Policy to the City Attorney for review.

City Attorney has reviewed the policy and made changes. Attached is his redlined policy and a clean policy for Council. The redlined policy is so Council can track the changes that were made and the clean policy is for adoption.

Staff is requesting approval of the Social Media Policy.

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: _____</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>	<p>ADVISORY BOARD RECOMMENDATIONS:</p> <p>Other _____</p>
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<p>Approved _____</p> <p>Resolution No. _____</p>	<p>Denied _____</p>	<p>Tabled _____</p> <p>Ordinance No. _____</p>	<p>Other _____</p>
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City of Mayer, MN Fire Department Social Media Policy

ORIGINATED AND APPROVED: 12-19-16

SUBJECT: SOCIAL MEDIA GUIDELINES

PURPOSE: Establish guidelines for the use of social media by MFD members, including, but not limited to, social networking sites, blogs, on-line forums, and news articles. This policy is intended to provide guidance to MFD members on avoiding illegal or damaging actions, loss of trust from citizens and stakeholders, and compromised security related to the use of social media. It is not meant to hinder use of technology, photos and video for legitimate work-related purposes, nor hinder an employee's right to speak out on matters of public concern, nor or interfere with any employee's rights under the Public Employees Labor Relations Act or the Wage Disclosure Protection Act, Minn. Stat. § 181.172.

POLICY: When engaging in the use of social media, MFD members must conduct themselves in a professional manner. Only authorized officers and other personnel specifically authorized by the Fire Chief or his designee are permitted to use social media for MFD business purposes.

AUTHORITY & RESPONSIBILITY: Only officers and other personnel specifically authorized by the Fire Chief or his designee are primary responsibility for interpreting and administering this policy. MFD members are expected to comply with these guidelines. Supervisors are responsible for ensuring that the conduct, actions, and behavior of their reports fall within the guidelines. Only the MFD officers and other personnel specifically authorized by the Fire Chief or his designee are allowed to be the social media administrators.

PROCEDURE:

I. DEFINITIONS:

~~A. SOCIAL MEDIA: A broad spectrum of internet platforms and websites including, but not limited to, Facebook, YouTube, Twitter, Instagram, on-line forums, blogs, and news media website comment threads.~~

A. SOCIAL MEDIA: In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to a member's or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the MFD, as well as any other form of electronic communication.

B. BUSINESS PURPOSE: Use of social media as a means of communicating official information about the ~~District~~MFD, including incident information, emergency

information and feature stories. Also includes interaction with community members on social media websites.

- C. PERSONAL USE: On-duty use of personal social media sites by a MFD member, including access on personal computers and smartphones.
- D. MFD: Mayer, Minnesota Volunteer Fire Department

II. USE OF SOCIAL MEDIA FOR BUSINESS PURPOSES:

- A. MFD seeks to engage its citizens and stakeholders by using social media tools to promote its mission and share important information.
- B. Only authorized MFD members may use social ~~networking websites~~ media to conduct business, including District MFD activities, events, and incidents; recruitment and hiring information; and calendars. Authorized individuals include all officers and other personnel specifically authorized by the Fire Chief or his designee.
- C. MFD members will not release confidential or HIPAA protected information without ~~written permission of the involved parties.~~ If HIPAA a HIPAA compliant release authorization as well as an authorization allowing the use of such information publicly in accordance with the Minnesota Health Records Act. If HIPAA or Minnesota Health Records Act protected information is released, the posting will accompany a statement that informs viewers that the consent of the patient was obtained under both HIPAA and the Minnesota Health Records Act.
- D. ELECTRONIC MEDIA: Under no circumstances may incident photos be posted to ~~any internet or social media website~~ by anyone other than those individuals authorized to do so. In addition:
 1. Photos and videos posted to any ~~internet or social media website~~ must be in compliance with HIPAA regulations and the Minnesota Health Records Act regarding patient privacy, e.g., not showing a patient's face, license plate, or other identifying features.
 2. Photos and video taken by on-duty MFD member will be done with appropriate discretion and regard for the potential emotional reaction of the victim/patient or the general public.

III. PERSONAL USE OF SOCIAL MEDIA BY EMPLOYEES AND VOLUNTEERS:

- A. In general, the law allows public sector employees to speak out on "matters of public concern." The District MFD encourages employees to use good judgment related to their social media activity.
- B. Use of social media by employees and volunteers will be guided by the following:

1. MFD members must never release confidential or ~~or HIPAA, HIPAA, or Minnesota Health Records Act~~ protected information.
2. Under no circumstances may ~~any~~ MFD member post a photo or video of an emergency incident they responded to while on duty on a ~~private social media site or any private website~~, unless, told to do so by an officer or any other personnel specifically authorized by the Fire Chief or his designee.
3. Any photo taken by ~~any~~ MFD member while training or participating in a ~~MFD-sponsored event or activity~~— should be approved by an officer or any other personnel specifically authorized by the Fire Chief or his designee before posting on a ~~personal social media site~~. It is strongly encouraged to have an officer, or any other personnel specifically authorized by the Fire Chief or his designee, post images to the official page and then the photograph posted on an official MFD social media site, can be ‘liked,’ tagged, or copied to a personal site. MFD sponsored event or activity includes training drills, meetings, community events, station tours, or any situation in which employees are wearing or using ~~District~~MFD-issued clothing or equipment.
4. The MFD logo will not be used on a non-~~District~~MFD site in a manner that implies the ~~District~~MFD endorses and/or has a relationship with an individual or business.
5. MFD members should avoid presenting personal opinions that imply endorsement by the MFD. If posted material may reasonably be connected to MFD or its operations, the material should be accompanied by a disclaimer to the effect: *“The opinions and positions expressed are my own and may not reflect those of the MFD.”*
6. Employees or volunteers must be aware of the image conveyed by words and pictures ~~on a personal social media site~~.
7. Additionally, MFD members are reminded to keep the following in mind when using a social media site:
 - a. Information posted goes out instantly to thousands – possibly millions – of people around the world and once published, it cannot be undone.
 - b. Information posted on the internet is public. Employees and volunteers are responsible for knowing how to use social network sites, manage information shared on such sites, and ensure that their on-line profile is one they wish to potentially share with the public.
 - c. Users should ensure that their online profile is one they wish to potentially share with the public. Social networking site privacy

settings (such as Facebook) should be reviewed and consideration given to changing settings to 'Friends Only' to ensure only approved individuals have viewing privileges.

- d. Approved 'Friends' on social networking profiles should be regularly reviewed, keeping in mind that these individuals have access to all posted personal information.
- e. 'Tagged' photos should be regularly reviewed to ensure that they are appropriate. On websites like Facebook, individuals can 'tag' someone in a photo without their permission. MFD members should consider manually searching and removing 'tags' on photos that may not reflect positively on themselves or the ~~District~~MFD.
- f. Social networking sites are able to track the origins of traffic to their site and often do so. Reporting systems, such as Google Analytics, can identify computers at specific public or private organizations, e.g., city government offices, newspapers, TV news channels, etc.
- g. Users should maintain the confidentiality of MFD's trade secrets and private or confidential information while using social media. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- h. Users should not create a link from a user's blog, website, or other social networking site to a MFD website.
- i. Users must be always honest and accurate when posting information and news. If a mistake is made, the user should correct it quickly. Users should never post any information or rumors known to be false about MFD, fellow members, suppliers, vendors, or people otherwise working for MFD.
- j. Users should not use MFD email addresses to register on social networks, blogs, or other online tools utilized for personal use.

IV. MFD members who see violations of this policy must address the issue and should report violations to their respective Captain/Chief.

APPROVED:

Rod Maetzold
FIRE CHIEF

City of Mayer, MN Fire Department Social Media Policy

ORIGINATED AND APPROVED: _____

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- B. **BUSINESS PURPOSE:** Use of social media as a means of communicating official information about the MFD, including incident information, emergency information and feature stories. Also includes interaction with community members on social media websites.
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IV. MFD members who see violations of this policy must address the issue and should report violations to their respective Captain/Chief.

APPROVED:

Rod Maetzold
FIRE CHIEF

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 13, 2017
Item Name: Resolution 2-13-2017-8 Approving Development Agreement for Hidden Creek 7th Addition
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

Item Type (X only one): Consent Regular Session Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

A motion approving resolution 2-13-2017-8 Approving Development Agreement for Hidden Creek 7th Addition.

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

City Council has reviewed the application for final plat for the Hidden Creek 7th Addition and approved the final plat at the October 24, 2016 Council Meeting. The final plat was subject to entering into a development agreement with the City for the improvements to be completed.
 Staff has reviewed the agreement and developer has signed the agreement, Staff is recommending approval of Resolution 2-13-2017-8 Approving Development Agreement for Hidden Creek 7th Addition.

<p>FINANCIAL IMPLICATIONS: Funding Sources & Uses:</p>	<p>ATTACHEMENTS: Resolution 2-13-2017-8 Development Agreement</p>
<p>Budget Information:</p> <p><input type="checkbox"/> Budgeted</p> <p><input type="checkbox"/> Non Budgeted</p> <p><input type="checkbox"/> Amendment Required</p>	<p>Other</p>

<p>Approved _____ Denied _____</p> <p>Resolution No. _____</p>	<p>Tabled _____ Other _____</p> <p>Ordinance No. _____</p>
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CITY OF MAYER
CITY COUNCIL RESOLUTION NO. 2-13-2017-8

RESOLUTION APPROVING DEVELOPMENT AGREEMENT FOR HIDDEN CREEK 7TH ADDITION

WHEREAS, on October 24, 2016, the City Council of the City of Mayer adopted City Council Resolution No. 10-24-2016-35 approving a final plat known as Hidden Creek 7th Addition, and

WHEREAS, final plat approval was subject to certain conditions as set forth in the Resolution including, among other conditions, that the Developer enter into a Development Agreement with the City of Mayer for the construction of public improvements before signing of the final plat by the City, and

WHEREAS, a proposed Development Agreement with attached Exhibits dated as of February 2, 2017 has been prepared and recommended for approval by city staff, and

WHEREAS, the Council deems it appropriate and in the best interest of the City of Mayer to approve such Development Agreement.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Mayer as follows:

1. The above recitals, including the findings contained therein, are incorporated into this Resolution.
2. That the form of the Development Agreement for Hidden Creek 7th Addition with attached Exhibits dated as of 2/2, 2017, and attached hereto as Exhibit A is hereby approved.
3. The mayor and city administrator are hereby authorized to execute the Development Agreement and the final plat on behalf of the City of Mayer and any other documents or instruments necessary or desirable to effectuate the transactions described in the Development Agreement.

Adopted this 13th day of February, 2017, by the City Council of the City of Mayer.

ATTEST:

Mike Dodge, Mayor

Luayn Ruch-Hammond, City Administrator

**AGREEMENT FOR DEVELOPMENT
RELATING TO THE DEVELOPMENT OF
HIDDEN CREEK 7TH ADDITION**

BY AND BETWEEN

THE CITY OF MAYER

AND

HCI, LLC

FEBRUARY 2ND, 2017

**CITY OF MAYER
CARVER COUNTY, MINNESOTA**

**DEVELOPMENT AGREEMENT
FOR
HIDDEN CREEK 7TH ADDITION**

THIS AGREEMENT is made and entered into as of this 2ND day of FEBRUARY, 2017, by and between the **CITY OF MAYER**, a municipal corporation and political subdivision of the State of Minnesota (hereinafter referred to as the “**CITY**”), and **HCI, LLC**, a Minnesota Limited Liability Company, (hereinafter referred to as “**DEVELOPER**”).

WITNESSETH: that for valuable consideration and in the joint and mutual exercise of their powers and in consideration of the mutual covenants contained herein, the parties recite and agree as follows:

SECTION 1. RECITALS.

- 1.01 The Property. Developer is the owner of certain real property to be platted as legally described in **EXHIBIT A** attached hereto consisting of approximately 14.83 acres of unimproved land located in the City of Mayer, Carver County, Minnesota (hereinafter the “Property”). Developer intends to develop such Property for residential housing to be known as the “**Hidden Creek 7th Addition**” Development.
- 1.02 The Preliminary Plat. Developer has made application to subdivide the Property into 38 single family lots to be used for residential purposes together with three Outlots to be used for open space and storm water purposes. All such lots hereinafter sometimes referred to as the Property. The City Council gave preliminary plat approval for the Property on August 22, 2016, subject to certain conditions as set forth in City of Mayer Resolution No. 8-22-2016-29 adopted by the City Council on August 22, 2016.
- 1.03 The Final Plat. Developer requested that the City approve its proposed final plat for the 7th Addition of Hidden Creek and to allow construction to proceed. The 7th Addition is to consist of 38 single family residential lots and three Outlots to be used for storm water management and open space purposes as shown on the final plat of

Hidden Creek 7th Addition attached hereto as part of Exhibit B and part of Exhibit C. Subject to conditions, the City gave final plat approval on October 24, 2016, pursuant to Resolution No. 10-24-2016-35. See Exhibit B.

- 1.04 The Facilities and the Project. The lots are for the construction of single family homes as allowed in the PRD Planned Residential Development District under the City's zoning ordinance. As part of the plat of the 7th Addition, Developer shall dedicate land to the City as needed for street right of way, trails, drainage, utilities, parks and other public dedication as shown on the final plat, or otherwise provided herein.
- 1.05 Effect of Subdivision Approval. For 2 years from the date of the acceptance of the preliminary plat, no amendments to the City's Comprehensive Guide Plan shall apply to or affect the use, development, density, lot size, lot layout or dedications set forth in the Plat, unless required by state or federal law or agreed to in writing by Developer. Thereafter, the City may require compliance with any amendments made to the City's Comprehensive Plan, official controls or dedication requirements.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF DEVELOPER.

Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants and covenants to the City as follows:

- 2.01 Authorization. Developer is a duly organized limited liability company under the laws of the State of Minnesota in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement. Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the Covenants herein, binding upon and running with the Development Property.
- 2.02 Ownership. Developer has a fee ownership interest in the Property. Developer shall provide evidence of such ownership to the City upon request.
- 2.03 Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which Developer is a party or by which it, or its property, is bound.
- 2.04 Litigation. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement.
- 2.05 Compliance. Developer will comply with and promptly perform all of Developer's obligations under this Agreement and all related documents and instruments.

- 2.06 Wetlands. As of the date of the execution of this Agreement, the Development Project complies with the Wetland Conservation Act.
- 2.07 Environmental Laws. As of the date of the execution of this Agreement, Developer is not in violation of any local, state or federal environmental law, regulation or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property. An Environmental Assessment Worksheet (hereinafter EAW) was completed for the Property and its development as Hidden Creek and the City issued a negative declaration on August 20, 2000. The Project shall be consistent with the project scope contemplated by the EAW.
- 2.08 Payment of Costs and Expenses. Developer agrees to pay the total amount of any costs, charges, expenses, including, but not limited to, staff expense, consulting and attorneys' fees incurred or paid at any time by the City in relation to the Project, including, but not limited to fees related to negotiation and preparation of this Agreement, or other Agreements, enforcement of Agreements, any condemnation action, except as may otherwise be set forth in this Agreement, and in regard to any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to Developer's interest in the Property or the Project.
- 2.09 Intended Use. The intended use of the Property is for detached residential homes as allowed in the R-1 zone, complying with the City's zoning and subdivision ordinances.
- 2.10 Cooperation. Developer agrees to cooperate fully with the City in regard to all matters pertaining to this Agreement and the Project, including any litigation commenced with respect to the Project and the resolution of any engineering, erosion, traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project and the City agrees to reciprocate.
- 2.11 Warranty as to Development Work. Developer warrants all work required to be performed by it under this Agreement against poor material, faulty workmanship, and defects for a period of two years after completion of all improvements required herein and acceptance by the City as set forth in § 4.08 and § 13. All grass and sod is warranted to be alive, of good quality, and disease free for three months after planting (provided the three months must be in the growing season). Any replacements will be warranted for one year from the time of planting. All drainage facilities must remain functional and free of dirt and debris during the warranty period, which will be the obligation of Developer.

SECTION 3. DEVELOPER'S IMPROVEMENTS AND ESTIMATED COSTS.

Developer shall construct, install and pay for all improvements and proceedings necessary to fully complete the development of Hidden Creek 7th Addition, except as may otherwise be set forth in

this Agreement. Such improvements, hereinafter collectively referred to as the "IMPROVEMENTS", shall, at a minimum, include all of the Improvements shown on the Plans and Specifications prepared by Loucks, last revised as of September 13, 2016, on file at the City (hereinafter the "Plans") which have been approved by the City Engineer and the Improvements described in Exhibit D. "IMPROVEMENTS" also include all other items or requirements set forth on Exhibits attached hereto such as staff and engineering reports not otherwise specifically included in the Plans or otherwise set forth in this agreement.

All Improvements shall be constructed in accordance with the Plans and attached Exhibits and shall be subject to review, approval, inspection and authorization by the City and/or its consulting engineer. The estimated cost of the Improvements is shown on Exhibit D in the amount of \$641,287.00. A corresponding letter of credit in the amount of \$801,608.00 shall be provided, which is equal to 125% of the costs of the improvements for the 7th Addition.

SECTION 4. DEVELOPMENT PLANS, APPROVAL, CONSTRUCTION AND INSPECTIONS.

4.01 Developer's Engineer. Developer hereby warrants that it engaged, at Developer's expense, a duly registered professional civil engineer authorized to practice within the State of Minnesota to prepare the Plans and that the same have been prepared in accordance with the City's standard specifications for the complete installation of all of Developer's Improvements.

4.02 Permits. It shall be the responsibility of Developer to determine and obtain prior to construction all the necessary approvals, permits, and licenses required for this project. Such approvals, permits, and licenses may include, but are not limited to, the following: The City of Mayer; County of Carver; Minnesota Department of Transportation; County Highway Department; appropriate watershed district; Board of Soil and Water Resources; railroads; utility companies; Minnesota Department of Natural Resources; Army Corps of Engineers; Minnesota Pollution Control Agency; Metropolitan Council; Minnesota Department of Health and any other regulatory or jurisdictional agency affected by or having jurisdiction over the improvements required for this development. Any design requirements of such agencies shall be determined prior to completion and incorporation into the plans and specifications. All costs incurred to obtain said approvals, permits, and licenses and also all fines or penalties levied by any agency due to the failure of Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of Developer. Developer agrees to defend and hold the City, its officers, employees and agents harmless from any action initiated by a regulatory agency resulting from any failure of Developer.

4.03 Construction and Inspections. The Improvements must be installed in accordance with City standard, specifications, ordinances and the Plans. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that Developer's engineer will be able to certify that the construction work meets the approved City standards, including but not limited to standard construction specifications and City ordinances, and that the

Improvements have been constructed in accordance with the Plans, as a condition of City acceptance. In addition, the City may, at the City's discretion and at Developer's expense, have one or more City engineers, inspectors and a soil engineer inspect the work, as reasonably necessary to ensure compliance with the plans and specifications as approved. Developer, its contractors and subcontractors, shall follow all instructions received from City's engineers or inspectors except regarding construction means and methods. Developer's engineer shall provide for on-site project management. Developer's engineer is responsible for design changes and contract administration between Developer and Developer's contractor. Any design changes must be reviewed and approved by City engineer. Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work, following approval and execution of this Agreement and depositing all required security and payment of all required fees.

4.04 Removal/Sealing of Existing Wells and Septic Systems. Prior to commencement of construction of Improvements or any grading or building on the Property, Developer shall submit to the City information in regard to, and the plans for demolition and removal and/or for the abandonment and decommissioning of existing septic systems on the Property, if any, and obtain approval of such plans and restoration of the Property from the City.

4.05 Inspections and License to Enter. Developer hereby grants to the City, its engineer, agents, employees, contractors and designees, a license to enter upon the development Project site to perform all work and inspections deemed appropriate by the City during the construction and installation of the Improvements until final certification of acceptance is approved by the City for all of Developer's Improvements and expiration of any applicable warranty period.

The City, its engineer, or its designated agents shall periodically inspect the Improvements installed by Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for the sole benefit of the City. Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. Developer, its contractors, and subcontractors shall follow all reasonable instructions received from the City or its designated agents to allow the City an opportunity to inspect the Improvement work. Developer shall notify the City engineer at least two (2) full working days prior to the commencement of the site grading operation, laying of utility lines, sub-grade preparation, the laying of gravel base or bituminous surfacing for street construction or any other improvement work which shall be substantially buried or covered. Should Developer fail to timely notify the City to allow the City to inspect the work, the City may at the City's option, require Developer to uncover and/or replace or reconstruct any of the before-mentioned work in such a manner so as to provide the City with an opportunity for inspection.

Upon completion of all the Improvement work required, the City engineer or his designated representative, a representative of the contractor, and a representative of Developer's engineer will make a final inspection of the Improvement work. Before final payment is made to the contractor by Developer, the City engineer shall be satisfied that all Improvement work is satisfactorily completed in accordance with the approved Plans and specifications and usual and customary industry standards and Developer's engineer shall submit a written statement attesting to same. Such final approvals shall not be unreasonably withheld.

4.06 Easements. Developer shall make available to the City, at no cost to the City, all permanent or temporary easements as may be necessary, including easements for temporary cul-de-sacs to facilitate construction of the Improvements and necessary access to public facilities and streets constructed in accordance with the Plans.

4.07 Record Drawings, "As Built" Plans. Within 30 days after the completion of all of Developer's Improvements and acceptance by the City of said Improvements, and before final security is released, Developer shall provide the City with record drawings detailing the final "As Built" plans signed by Developer's Engineer. The record drawings shall be delivered via compact disc (CD or DVD) containing the following information in current AutoCAD compatible format (.dwg or .dxf files):

- Approved plat
- As constructed utilities
- Layer names should be self-explanatory, or a list must be included as key.

If Developer does not provide such information in the time provided, upon 14 days notice to Developer the City may digitize the data. If the City does so, all costs associated with digitizing the data will be the responsibility of Developer.

4.08 Faithful Performance of Construction Contracts and Security. Developer will fully and faithfully comply with all terms of all contracts entered into by Developer for the installation and construction of all Improvements and hereby guarantees the workmanship and materials for a period of two years following the City's acceptance by council resolution of all Improvements, except for the bituminous wear course. The two year guaranty on the wear course shall commence upon its installation by Developer and acceptance by the City. Prior to the commencement of construction, Developer will furnish and at all times maintain with the City adequate security as provided in Section 18 of this Agreement to assure faithful performance of construction and installation of the Improvements.

4.09 Construction Times. All construction activities shall be confined to the following hours of operation:

Monday - Friday	7:00 AM until 7:00 PM
Saturday	8:00 AM until 5:00 PM
Sunday	Not Allowed

This does not apply to activities that are required on a 24-hour basis such as dewatering. Any deviation from the above hours is subject to approval of the City Council.

SECTION 5. PAYMENT FOR CITY SERVICES.

5.01 Developer shall pay all City administrative and consulting expense and inspection costs related, in any manner to the Project, its approval, contract drafting and negotiation, administration or inspection of the installation of Improvements, and costs related to review of all plans related to Developer's Improvements. Consulting expense shall include all legal, planning and engineer expense related to the Project and shall be paid by Developer as billed to the City. Staff administrative time is billed at actual staff expense for salary and benefits.

5.02 City shall provide Developer a billing statement for all expenses and reimbursements payable to City by Developer under this agreement. Said bills are due and payable to the City within 14 days of the statement date and mailing to Developer. The amount of the billings will be withdrawn from cash account established in Section 20.02.

SECTION 6. MONUMENTATION OF LOT AND BLOCK CORNERS.

Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed or verified after all street and site grading and utility construction has been completed by Developer in order to preserve the lot markers for future property owners. Developer's Land Surveyor shall certify to the City in writing that all iron monuments were placed as stated above and that all lots in the subdivision comply with the City of Mayer's Zoning Ordinance so as to permit residential buildings thereon. Any iron monuments moved, destroyed or lost prior to City's final acceptance of improvements, shall be replaced in the correct location by Developer at Developer's cost.

SECTION 7. LANDSCAPING.

7.01 The Project shall be subject to landscaping requirements as reasonably required by the City. Developer shall require all builders within the Subdivision to install such landscaping. At this time, the landscaping shall include:

- A. The front and side yard shall be fully sodded. The back yard shall be sodded to a distance of 50 feet from the rear of the house.
- B. Two trees not less than 2 ½ inches in diameter shall be planted in the front yard of each lot. Corner lots with two sides require 4 trees
- C. Coniferous Trees must be 6 feet or taller.
- D. A hard surface driveway shall be installed consisting of either concrete, bituminous or brick pavers.
- E. Six inches of organic soil. Builder shall contact City for inspection prior to installation of sod.

7.02 All landscaping shall be completed within 90 days of completion of the house, weather permitting, or one year from the date of the issuance of the building permit, whichever comes first.

7.03 Developer shall enforce the landscaping requirement as a mandatory provision in each purchase agreement for lots within the Subdivision, which provision shall survive the closing of the sale of the lot. The requirement for completion of landscaping and weed control as required herein, shall be made a part of the covenants and conditions to which the Project is made subject. In addition, the landscaping requirement shall be made part of all building permits issued by the City for construction of homes within the Subdivision, even if the same is not specifically referenced in the permit.

7.04 If any portion of the landscaping is not completed within the time required above, the City may, but has no obligation to, cause such landscaping to be completed. The City may require a deposit as part of the building permit fee to secure compliance with the landscaping requirements. The amount of deposit shall be consistent with the then in effect City Fee Schedule. Such amount is presently \$2,500.00.

SECTION 8. PROTECTIVE COVENANTS AND RESTRICTIONS.

Hidden Creek 7th Addition may be made subject to certain standards and uses to be incorporated into Protective Covenants and Restrictions to be filed against the property by Developer. A copy of such proposed Protective Covenants and Restrictions are attached to this Agreement as **EXHIBIT H** and shall be filed against the Project by Developer at the time of filing the final plat, such that the same are a binding covenant upon the Project.

The City shall have no responsibility for the enforcement of any of the Covenants or Restrictions. However, certain Covenants may overlap with City ordinances.

SECTION 9. PARK DEDICATION REQUIREMENTS.

9.01 No park dedication is required in regard to Hidden Creek 7th Addition.

SECTION 10. SPECIAL CONDITIONS.

10.01 Sewer and Water Connection Charges: Developer acknowledges that the current connection fees that are charged by the City for connection of residential units to the City public sanitary sewer and water system is \$9,000.00 for each unit and are payable at the time of building permit issuance, and that such fees are subject to change by the City on an annual basis, and that the amount actually paid will be the connection charge at the time of building permit issuance.

10.02 Storm Water, Sanitary Sewer and Water Area Charges: Developer understands and acknowledges that the City has adopted area charges for storm water, sanitary sewer and water to provide funds for payment of system infrastructure maintenance, repairs and improvements. The charges for the Hidden Creek 7th Addition are as follows:

- (a) Storm water: \$2,650.00 per acre x 11.26 acres = \$29,839.00
 - (b) Sanitary sewer: \$2,350.00 per acre x 11.26 acres = \$26,461.00
 - (c) Water: \$2,350.00 per acre x 11.26 acres = \$26,461.00
- Total = \$82,761.00

This charge shall be paid by Developer to the City prior to the execution by the City and recording of the Final plat of Hidden Creek 7th Addition. Acknowledgement of these fees does not constitute a waiver of any rights regarding same.

- 10.03 Maintenance of Streets: Developer shall construct a construction access to the site for all construction equipment and materials necessary to construct the Improvements. In lieu of constructing an alternative access, Developer shall be responsible for street damage on the public streets used for accessing the construction site and shall also maintain, by cleaning, the public streets used to access Hidden Creek 7th Addition during construction of improvements for same.
- 10.04 Escrow for Sealcoating: Developer agrees to escrow with the City of Mayer for the first sealcoating based on \$1.75/square yard. The development consists of 4,850 square yards of street improvements, so the total escrow amount will be \$8,487.00.
- 10.05 Lots Adjacent to Wetland: Portions of the Subdivision may be adjacent to wetlands within the site. This wetland work requires a permit from the Local Governing Unit (LGU) – the City of Mayer. Developer acknowledges and agrees that no occupancy certificates will be issued for those lots adjacent to the wetland areas until all required signage for the wetlands are installed.
- 10.06 Staff Reports. Except as otherwise agreed or set forth in this Agreement, this Agreement is subject to the requirements or conditions set forth in the following reports or memorandums: 1) City Planner Memorandum dated October 4, 2016 attached hereto as **Exhibit C**; and 2) City Engineer Memorandum, dated October 4, 2016 attached hereto as part of **Exhibit B** and part of **Exhibit C**.
- 10.07 City Resolution. The terms of **Exhibit B** are hereby adopted by reference into this Agreement and except as expressly modified or amended herein are made a part of this Agreement and Final Plat Resolution.

SECTION 11. STREET LIGHTING.

- 11.01 Street Lighting Plans. Developer shall install all street lighting, including poles, crossarms, wiring, transformers, pedestals, any and other necessary appurtenances as necessary to provide proper lighting for the development project in accordance with the Lighting Plans to be approved by the City. See **Exhibit E**.
- 11.02 Mailboxes. Mailboxes shall be installed as shown on **Exhibit E**.

SECTION 12. COMPLETION OF DEVELOPER'S IMPROVEMENTS.

Developer shall complete all Developer's Improvements on or before November 1, 2017 except the bituminous wearing course (second lift) which shall be installed within one year of substantial completion of the project. The completion date as provided herein is subject to unavoidable delays as hereinafter defined, in which event the completion date may be extended by the period of such unavoidable delays.

For the purpose of this Section, unavoidable delays mean delays which are caused by strikes, fire, war, material shortages, weather that renders construction progress impossible, winter season, or unforeseeable causes beyond Developer's control. In the event Developer believes an extension is warranted because of unavoidable delay, Developer shall request such extension in writing to the City engineer and specify the requested length of extension and the reason therefore. The City engineer shall recommend the length of the extension, if any, for consideration and approval by the City Council, which retains discretion to grant or deny the extension, if any, and its length. If an extension is granted, it will be conditioned upon updating Developer's security and escrow fund requirements if necessary to reflect any cost increases resulting from the extended completion date.

SECTION 13. OWNERSHIP AND ACCEPTANCE OF DEVELOPER'S IMPROVEMENTS.

Upon the completion, as defined herein, all the Improvements required to be constructed or installed by this Agreement, such improvements (other than privately owned utilities) lying within the public easements and road right-of-way as shown on the Final Plat shall become City property without further notice or action. The construction shall not be considered complete until the City engineer has made final inspection of all construction and recommended acceptance by the City and the City has made such acceptance by Council resolution. Until such acceptance, Developer shall be responsible for the maintenance of the Improvements.

Acceptance by City shall be timely required upon completion of all Developer's Improvements required to be constructed or installed by this Agreement, with the exception of final wear course. The final wear course shall upon its installation have its own acceptance. Acceptance shall be subject to City receipt of Warranty and Maintenance Bonds for accepted Improvements in an amount deemed reasonably necessary by the City. The 2 year warranty period commences at the time of City acceptance of all of the Improvements, except the wear course, which warranty period shall commence following its installation and acceptance by the City.

SECTION 14. CLEAN UP AND SEWER CLEANING.

Developer shall, as requested by the City Engineer, clean dirt and debris from streets and/or rights-of-way and underground utilities that have resulted from construction work by Developer, its agents, or assigns. If Developer fails to clean the public streets and/or right-of-ways within 24 hours of request, the City may clean the same and Developer shall reimburse the City for all such costs within 7 days of billing by the City. All debris, including excess soil, earth, brush, vegetation, trees and demolition materials, shall be properly disposed of. Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the Improvements and acceptance of same by City. Developer will maintain storm sewer systems and

pond areas in a timely fashion and upon request of the City until 90% of the lots served by each said pond and related storm sewer, have certificates of occupancy and permanent turf is established on the lots.

SECTION 15. EROSION, GRADING, DRAINAGE AND WEED CONTROL.

15.01 It is the purpose and intent of the erosion, sedimentation and drainage provisions of this Agreement to minimize and control off site impact and impact to Public waters and/or other Public improvements, from adverse effect from construction and development related activities. Developer shall provide and comply with erosion, sedimentation, and drainage control provisions in the grading plan and City and County policy requirements and as otherwise required by city, state and federal agencies. As development progresses, the City may impose additional erosion and drainage control requirements if, in the sole opinion of the City engineer, they would be useful and appropriate in controlling drainage and erosion. Developer recognizes that time is of the essence in controlling erosion. Developer shall promptly comply with such erosion and drainage control plans and with such additional reasonable instructions it receives from the City.

No development shall be allowed and no building permits shall be issued unless the plat is in full compliance with erosion control requirements.

15.02 All areas disturbed by excavation and backfilling operations must be reseeded after the final completion of the work in that area. Except as may be otherwise provided or agreed upon, seed must be rye grass or other fast growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc anchored as necessary for seed retention.

15.03 Developer acknowledges that its failure to implement reasonable erosion and drainage controls as required herein may cause flooding and/or damage to adjoining property owners and City facilities. In such event, Developer agrees to hold the City harmless and defend and indemnify City from claims of all third parties or Developer for damages arising out of such flooding and/or damages.

15.04 Developer shall be responsible for the control of weeds in the Development and on all lots as long as it is the owner thereof and until a Certificate of Occupancy is issued. Developer shall promptly respond to the request of the City to cut or spray weeds in the event Developer has failed to recognize and correct weed conditions. Developer shall provide in its Purchase Agreements and Covenants that all lot owners are responsible for erosion, drainage and weed control.

15.05 If Developer does not comply with the reasonable request of the City to provide erosion, drainage and weed controls, or provide reasonable maintenance of the undeveloped lots it owns, the City, except for an emergency situation that requires immediate action to protect public safety, life or property, shall timely provide Developer with written notice of the default. Developer shall have 7 business days from date of notification to cure the default. In the event Developer does not cure

said default within time specified, the City without further notice may take such action as it deems appropriate to correct and may draw on the letter of credit or other deposit required by this Agreement to reimburse itself for the cost and expense of any such action.

- 15.06 Developer shall be responsible for certifying, upon completion of site grading work and after installation of major utilities, that final site grades, including, but not limited to lakes, ponding and wetland areas, and building pads, are constructed as per approved Development Grading plans. Developer shall be responsible for the site grading's conformance to the Grading Plan until such time as title to a lot is transferred by Developer and building permit issued for said lot.

SECTION 16. ISSUANCE OF BUILDING AND OCCUPANCY PERMITS.

- 16.01 Developer agrees and understands that no building permits (with the exception of 16.04) for any structure to be constructed within the development will be issued by the City of Mayer until such time as the following have been completed: (1) all of the Improvements, except sidewalks and the wear course, have been completed and accepted by the City; (2) The Final Plat of Hidden Creek 7th Addition and The Declaration of Protective Covenants and Restrictions have been recorded; and (3) approval of lot grading plan and driveway entrance plan for the lot for which the building permit is being requested. See example of lot survey checklist for building permit application and Certificate of Survey attached hereto as **Exhibit G**.

- 16.02 Issuance of a building permit shall require compliance with all building permit requirements and policies of the City of Mayer, including completion of the building permit application process, compliance with the Building Code, payment of sewer and water hook-up and access charges, water meter and deposits for street, driveway and landscaping requirements, and any other charges.

- 16.03 Under no circumstances will Certificates of Occupancy be issued until the first lift of bituminous pavement, permanent or temporary gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are also installed.

- 16.04 If building permits are requested prior to completion and acceptance of Improvements, Developer assumes all liability and costs resulting from delays in completion of public improvements and damage to public improvements from any cause whatsoever. Notwithstanding the forgoing, the City is not obligated to issue any such building permit and may impose any other conditions deemed appropriate by the City

SECTION 17. INSURANCE.

- 17.01 Developer will provide and maintain or cause to be maintained at all times during the process of constructing all of Developer's Improvements and until six (6) months after acceptance of all of Developer's Improvements, and, from time to time, at the request of the City, furnish proof of payment of premiums on:

A. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to, damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. Limits for bodily injury or death shall not be less than \$1,000,000.00 for each occurrence; limits for property damage shall not be less than \$500,000.00 for each occurrence. The City shall be an additional named insured on said policy.

B. Workers' compensation insurance, with statutory coverage.

17.02 Developer shall file a copy of the insurance coverage with the City prior to commencement of construction.

SECTION 18. SECURITY FOR COST OF DEVELOPER'S IMPROVEMENTS. LETTER OF CREDIT.

18.01 Prior to commencing work on the Improvements, except as otherwise provided herein, Developer shall provide to the City an irrevocable Letter of Credit in form satisfactory to the City. Letter of Credit shall be for a minimum initial term of one year and in amount specified in Section 3 above, which is 125% of the estimated total cost of Developer's Improvements as set forth in Section 3. The Letter of Credit shall contain a provision that states that the Letter of Credit shall be automatically renewable annually unless the issuer of the Letter of Credit first gives the City 30 days written notice by Certified Mail of its intent not to renew the Letter of Credit, which failure to renew shall be considered default by Developer allowing the City to execute on the Letter of Credit and take all proceeds therefrom. The Letter of Credit shall be a guaranty to the City that Developer's Improvements and payment of any and all of Developer's obligations under this Agreement, including, but not limited to, all erosion, drainage and landscaping requirements, will be timely completed to the City's reasonable satisfaction. The Letter of Credit shall be maintained continuously by Developer until Developer's Improvements are completed to the City's reasonable satisfaction, including certification by the City engineer that all items are satisfactorily completed, pursuant to this Agreement and subject to normal and usual industry standards. The Letter of Credit shall have no conditions and may be drawn upon by the City, subject only to the notice requirements of Section 18.02 below, upon any default under this Agreement, including failure to pay contractors, subcontractors or costs or expenses owed to the City.

18.02 In the case of any default, except for an emergency situation that requires immediate action to protect life or property, the City shall timely provide Developer with written notice of the default. Developer shall have 7 days from date of notification to cure the default. In the event cure for the default requires approval or action by a

third party, Developer shall commence any action as required to cure the default within the same 7 day period and shall use Developers best efforts to timely complete such action. In the event Developer shall fail to cure said default within the 7 day notice period, City may draw upon the Letter of Credit to cure the default.

18.03 If at any time the City shall draw upon the Letter of Credit, Developer agrees that within 7 days upon being notified of such withdrawal by the City, Developer shall either pay the deficient amount in cash to the City or have the Letter of Credit restored to its full amount.

18.04 From time to time Developer may request a reduction in the amount of the Letter of Credit and upon satisfactory proof being made to the City of the amount of improvements that have been satisfactorily completed as certified by the City Engineer, the City shall consider a reduction in the amount of the Letter of Credit in an amount recommended by the City Engineer. Any such reduction of the Letter of Credit shall be issued subject to the payment of labor, materials and supplies as a condition of such reduction. In no event, however, shall the Letter of Credit be reduced to less than 125% of the estimated remaining, uncompleted costs of all improvements and other requirements of this Agreement including the reasonable value of any significant outstanding punch-list items at the time of the request. The City agrees to consider the Letter of Credit reduction request within 21 days of receipt of the above requirements.

SECTION 19. FAITHFUL PERFORMANCE OF CONSTRUCTION OF DEVELOPER'S IMPROVEMENTS.

Developer shall install, construct and maintain Developer's Improvements in accordance with the terms of this Agreement. Developer guarantees and warrants the workmanship of Developer's Improvements for a period of two years following City's acceptance of the same ("Guarantee Period"). The two year period shall commence upon City acceptance of all of the Improvements except for the wear course. The two year warranty period for the wear course shall commence upon completion of said wear course and City's acceptance of the same.

Developer shall repair or replace, as reasonably directed by the City and at Developer's sole cost and expense, any work associated with and/or materials that become defective, in the sole but reasonable opinion of the City or its engineer, including the provisions of Section 2.11, provided that the City or its engineer give notice of such defect to Developer within three months following the end of the Guarantee Period. Developer shall, or shall cause Developer's contractors to, post maintenance bonds or other security acceptable to City to secure these warranties.

SECTION 20. RESPONSIBILITY FOR COSTS AND HOLD HARMLESS.

20.01 Developer shall pay all reasonable costs incurred by it or the City in any manner in connection with this Agreement, the development and completion of the project, including, but not limited to, construction of Developer's Improvements, administration, legal, planning, engineering and inspection, expenses incurred in connection with approval and acceptance of the plat of Hidden Creek 7th Addition, the preparation of this Agreement, and all reasonable costs and expenses incurred by

the City in monitoring and inspecting development of the Project. It is the intention of this Agreement that, except as otherwise set forth in this Agreement, the City shall not incur nor be responsible for any costs or expenses of any kind related to this development Project.

20.02 To facilitate payment of Developer's costs and expenses owed to the City including those required by this Agreement, Developer agrees to maintain a cash deposit of \$10,000.00. The City may draw on this deposit to pay these costs and expenses as they are incurred or billed or invoiced to the City according to the terms and conditions contained in this Agreement, including, but not limited to Section 5 above. The City will send quarterly reports to Developer explaining and itemizing what bills have been paid.

At such time as the balance in this account may go below \$5,000.00, upon written notice given by the City to Developer and subject to Section 5 above, Developer shall deposit additional cash to replenish the account to the amount required above, within 10 days of request by the City, upon which further draws by the City may be made. Upon final acceptance of the project and payment of all costs and expenses, the City will refund to Developer any balance remaining in this account. In the event Developer does not replenish the account as required above, within 7 days of notice from the City, the City may halt all further development work and may halt issuance of building permits, until all bills are paid and the account replenished or draw upon Developer's Letter of Credit at the City's discretion.

20.03 Developer shall defend and hold the City, its officers, employees and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval, construction of the improvements or development of the Project. Developer shall defend and indemnify the City, its officers, employees and agents for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees. Provided that nothing herein shall require Developer to indemnify the City, its officers or employees from any violation of law or solely resulting from their own negligence.

20.04 Developer shall reimburse the City for its costs incurred in the enforcement of this Agreement, including, but not limited to, reasonable engineering and reasonable attorneys' fees.

20.05 All security escrow deposit funds required by Section 20.02 of this Agreement must be received by the City at the time of the execution of this Agreement or before any construction commences, excluding grading, whichever comes later.

SECTION 21. TRANSFER OF PROJECT.

Until all improvements of Developer in Hidden Creek 7th Addition have been fully completed and accepted by the City, Developer shall not voluntarily sell, assign or transfer a majority portion of Developer's interest in this project without the written consent of the City, which shall not be

unreasonably withheld. Nothing herein shall prevent or apply to the sale, in the ordinary course of business, of lots to individual owners or contractors of individual residences, but such sale shall in no way affect or diminish the obligations of Developer under this Agreement. The provisions of this section specifically shall not apply to any transfer, assignment or other similar conveyance or encumbrance related to financing and the related securitization thereof, of this project, or; to any transfer, assignment or other conveyance to a new business entity in which Developer herein retains a majority interest, provided however that any such permitted transfer shall in no way affect or diminish the obligations of Developer under this Agreement. Any such transfer shall specifically bind the purchaser or assignee to the terms of this Agreement.

SECTION 22. EVENTS OF DEFAULT DEFINED.

The following shall be "Events of Default" under this Agreement:

22.01 Failure by Developer or the City to observe and perform any covenant, condition, obligation or agreement on its part to be observed or performed under the terms of this Agreement.

22.02 If Developer shall fail to begin or complete construction of Developer's Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.

22.03 If Developer shall, after commencement of the construction of any of Developer's Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays as defined by Section 12 hereof and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.

SECTION 23. NOTICE/REMEDIES ON DEFAULT.

Whenever any Event of Default occurs, except for an emergency situation that requires immediate action to protect life or property, the City shall give written notice of the Event of Default to Developer by email if Developer has provided the City with an email address to be used for this purpose and United States mail at Developer's last known address as provided to the City by Developer. If Developer fails to cure the Event of Default within seven (7) days of the date the notice is mailed, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as Developer is in default:

23.01 Halt all plat development work and construction of Developer's Improvements until such time as the Event of Default is cured.

23.02 Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.

23.03 Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.

23.04 If the Event of Default is the failure of Developer to complete, construct, install, or correct Developer's Improvements in accordance with this Agreement, the City may perform the work and Developer shall reimburse the City for its expenses. This provision shall be a license granted by Developer to the City to act and does not require the City to obtain any court order, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement. The City may also, at its option, specially assess the costs against the subject property.

23.05 Draw upon and utilize Developer's Letter of Credit, deposits or other security, to cover the costs of the City to correct the Event of Default.

SECTION 24. MISCELLANEOUS.

24.01 Binding Effect. This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be.

24.02 Severability. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

24.03 Non-Waiver. The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

24.04 Cumulative Rights. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

24.05 No Third Party Beneficiary Status. Residents of Hidden Creek 7th Addition shall not be deemed to be third party beneficiaries of this Agreement and third parties shall have no recourse against the City under this Agreement.

- 24.06 Runs With the Property. This Agreement is intended to and does run with and bind the Property and shall be binding upon Developer, its successors and assigns. Either party may place this Agreement of record with the Carver County Recorder, so as to give notice hereof to subsequent purchasers, encumbrancers and interested persons. After all of Developer's obligations under this Agreement, have been completed to the satisfaction of the City, at Developer's request, the City will execute and deliver to Developer a release in recordable form.
- 24.07 Representation By Counsel. All parties to this Agreement acknowledge they have been represented by counsel and have entered into this Agreement freely and voluntarily.
- 24.08 Title. Developer shall provide an Abstract of Title certified to date for the Property as required by Minn. Stat. §505.03, or in the alternative, Developer may provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$45,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, drainage and utility easements). The Abstract of Title or Commitment for a Title Insurance Policy shall be subject to the review and approval of the City Attorney to determine what entities must execute the Final Plat and other documents to be recorded against the Property. In the event Developer provides the City with a Commitment for a Title Insurance Policy, Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded. Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

SECTION 25. NOTICES.

Required notices to Developer shall be in writing and shall be transmitted both by FAX and mailed to Developer by United States mail, postage prepaid, to the following address:

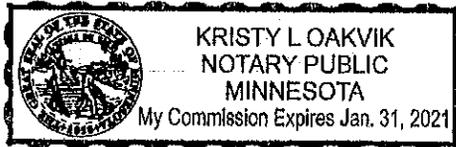
If to Developer: Alan Roessler
 HCl, LLC
 3495 Northdale Blvd., Suite 210
 Coon Rapids, MN 55448
 (763) 753-6176
 Email: alan@paxmar.com

Notices to City shall be in writing and either hand delivered to the City Administrator or mailed to the City by United States mail, registered mail or certified mail with return receipt requested, postage prepaid, to the following address:

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

DEVELOPER

The foregoing instrument was acknowledged before me this 2 day of February 2017, by Kent Roessler, the Chief Manager of HC1, LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the company.



Kristy Oakvik
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

MELCHERT HUBERT SJODIN, PLLP
Attorneys at Law
121 West Main Street, #200
Waconia, MN 55387
dph;jm

[https://mhslaw.sharepoint.com/sites/clients/1818/40562/draftdocs/hidden creek 7th add - development agreement.doc](https://mhslaw.sharepoint.com/sites/clients/1818/40562/draftdocs/hidden%20creek%207th%20add%20-%20development%20agreement.doc)

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Outlots A, B, C, and D,
Hidden Creek 6th Addition

Exhibit A

CITY OF MAYER
CITY COUNCIL RESOLUTION 10-24-2016-35

A RESOLUTION APPROVING A FINAL PLAT KNOWN AS HIDDEN CREEK 7TH ADDITION

WHEREAS, Hidden Creek I, LLC (the "Applicant" and "Owner"), has submitted a final plat known as Hidden Creek 7th Addition to the City of Mayer (the "City") on property located north of 70th Street North, with PID numbers of 50.24503.10, 50.24503.20, 50.24503.30 and 50.24503.40 (the "Property"); and

WHEREAS, the property is designated Low Density Residential on the future land use map; and

WHEREAS, the property was zoned R-1 Low Density Residential District and was rezoned to PRD Planned Residential Development by the City Council on October 12, 2015 and a final development plan was approved by the City Council on January 25, 2016; and

WHEREAS, a copy of the proposed final plat was available at the City Offices for public viewing; and

WHEREAS, Chapter 151 Subdivisions, Section 3 Application for Subdivision, Subd. 7 Final Plat of the City Code outlines the procedures and requirements for final plat submission and approval; and

WHEREAS, the preliminary plat for Hidden Creek 7th Addition was approved by the City Council on August 22, 2016; and

WHEREAS, the final plat for Hidden Creek 7th Addition is consistent with the preliminary plat and was reviewed by the Planning Commission at their August 16, 2016 meeting where a recommendation to approve the final plat was approved on a 6-0 vote; and

WHEREAS, the City Council has the authority to impose reasonable conditions on a final plat; and

WHEREAS, the necessary infrastructure to serve the property is currently in place or will be as a result of proposed roadway and utility improvements; and

WHEREAS, the minimum lot sizes and widths, along with building setbacks, shall be governed in accordance with amended final development plan of Hidden Creek 7th Addition; and

WHEREAS, the City Council makes the following findings of fact in support of granting approval of the final plat of Hidden Creek 7th Addition:

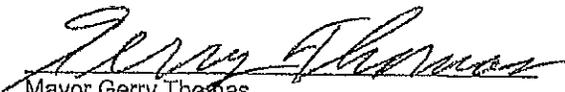
- A. The legal description of the subject property is: Outlots A, B, C and D, Hidden Creek 6th Addition.
- B. The Planning report dated October 4, 2016 shall be the governing document.
- C. The Aerial Location Map is attached as Exhibit A.
- D. The Preliminary Plat of Hidden Creek 7th Addition is attached as Exhibit B.
- E. The Final Plat of Hidden Creek 7th Addition page 1 is attached as Exhibit C.
- F. The Final Plat of Hidden Creek 7th Addition page 2 is attached as Exhibit D.
- G. The Engineering comments dated October 4, 2016 are attached as Exhibit E.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MAYER, MINNESOTA: that the final plat known as Hidden Creek 7th Addition is hereby approved with the following conditions:

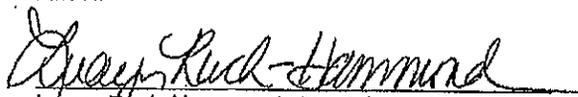
1. Engineer's Comments. The final plat shall satisfactorily address all comments in a letter dated October 4, 2016 as provided by the City Engineer.

2. Carver County Water Management Organization. That the final plat and construction plans satisfy all comments and conditions of the Carver County Water Management Organization and that a permit is received prior to construction.
3. Park Dedication. There shall be no required park dedication with this plat.
4. Sidewalks. The applicant shall construct five foot wide concrete sidewalks along the north/east side of Hidden Trail.
5. Outlot Dedication. Outlots A, B & C, Hidden Creek 7th Addition shall be deeded to the City when the final plat is recorded.
6. Outlot C Access. A 20 foot wide access easement shall be provided over Lot 1, Block 1, Hidden Creek 7th Addition and shall be dedicated in favor of the City of Mayer for access to Outlot B, Hidden Creek 7th Addition for maintenance of the stormwater management pond located there.
7. Required Landscaping. Each lot shall have two over-story trees per street frontage, located in the front yard, and when required, the side-street yard.
8. 70th Street North Improvements. That section of 70th Street North adjacent to the plat must be paved to City specs and standards at the expense of the applicant. If the applicant does not pave all of 70th Street North with this plat, a per lot fee shall be collected at the time of the building permit for each lot in Hidden Creek 7th Addition.
9. Development Agreement. The applicant shall enter into a development agreement for the construction of public improvements, with such agreement signed prior to filing of any final plat. Such agreement shall specify cost requirements development.
10. Building Permits. The final plat shall be recorded with Carver County prior to issuance of any building permits.

Adopted by the Mayer City Council this 24th day of October, 2016.


Mayor Gerry Thomas

Attest:


Layn Ruch-Hammond, City Administrator

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

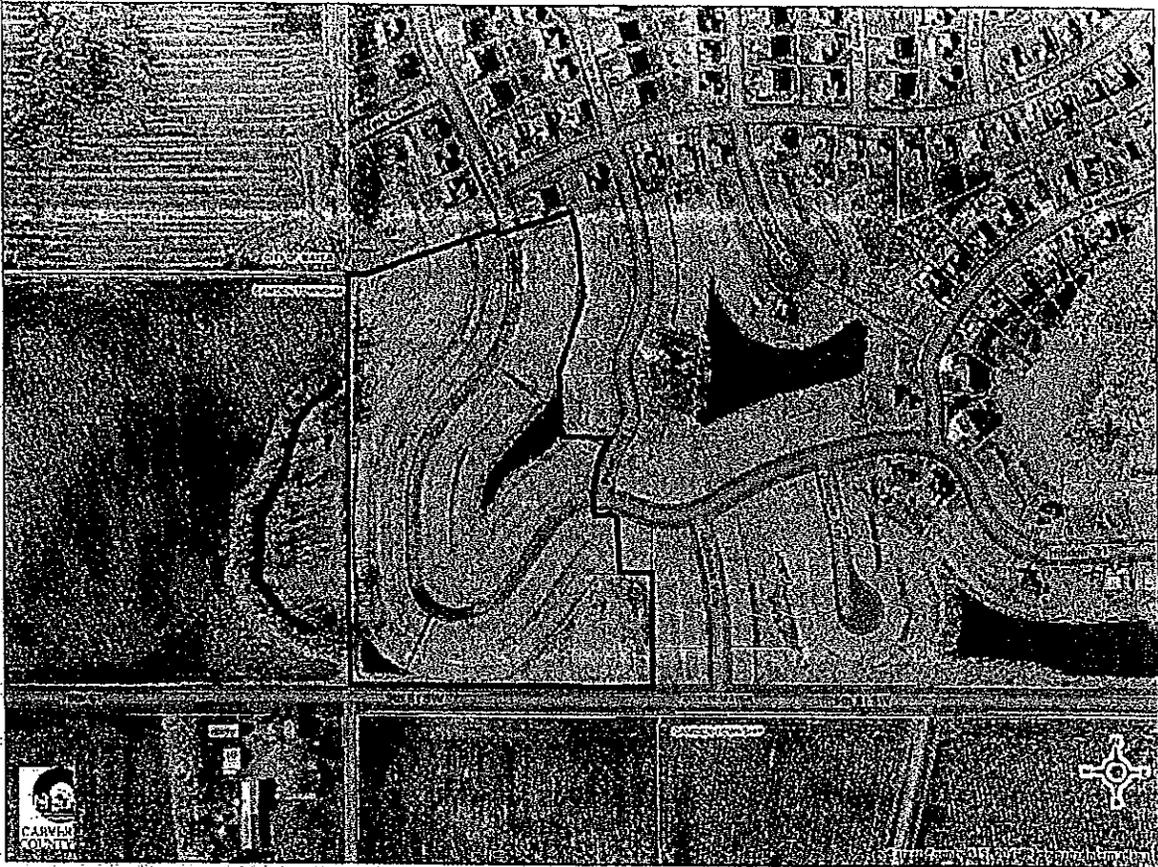
Published:

Filed with Carver County:

Attachments:

- Exhibit A -- Aerial Location Map
- Exhibit B -- Preliminary Plat of Hidden Creek 7th Addition
- Exhibit C -- Final Plat of Hidden Creek 7th Addition Page 1
- Exhibit D -- Final Plat of Hidden Creek 7th Addition Page 2
- Exhibit E -- Engineering Comments Dated October 4, 2016 Page 1
- Exhibit F -- Engineering Comments Dated October 4, 2016 Page 2

Exhibit A – Aerial Location Map



This map was created using Carver County's Geographic Information Systems (GIS) as 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.

Map Date: 9/27/2016

Exhibit D -- Final Plat of Hidden Creek 7th Addition Page 2

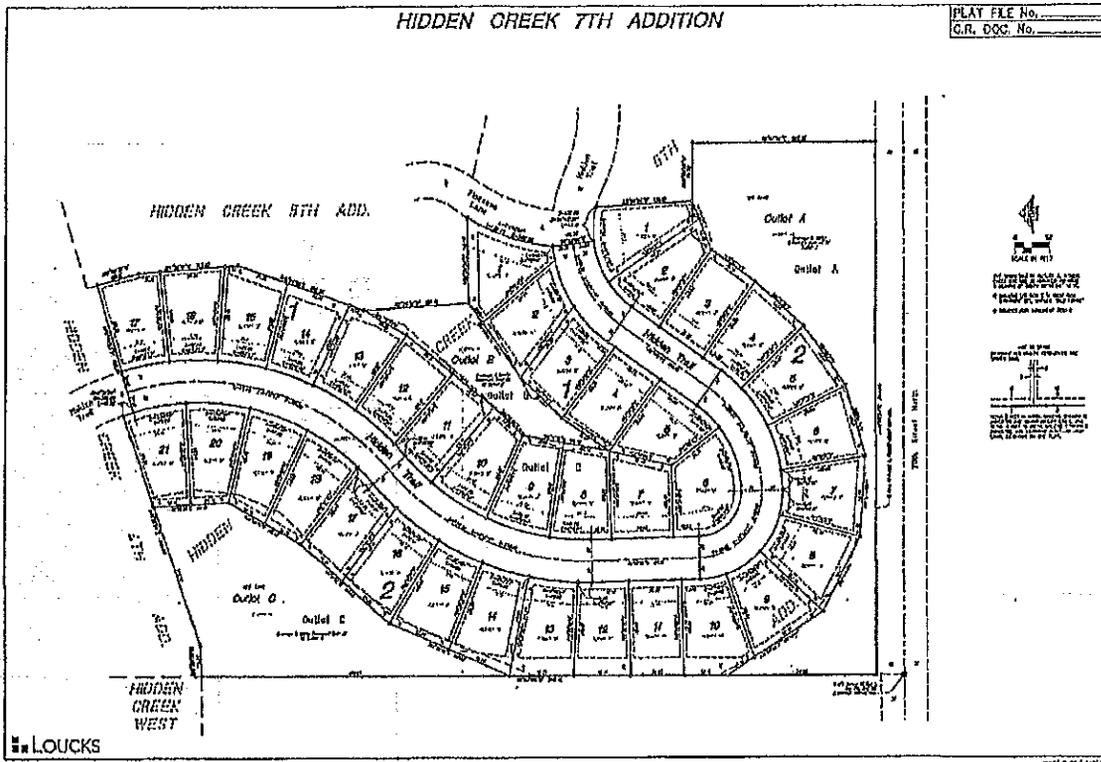


Exhibit E – Engineering Comments Dated October 4, 2016 Page 1



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

October 4, 2016

City of Mayer
Attn: Luayn Ruch-Hammond
413 Bluejay Avenue
Mayer, MN 55360

RE: Hidden Creek 7th Addition
Engineering Review #2

Dear Luayn:

We have completed review of the information submitted for Hidden Creek 7th Addition and offer the following comments for your consideration:

1. The Engineer's Estimate indicates proposed improvements will cost \$641,287.25. Therefore, a Letter of Credit totaling 12.5% of proposed improvement costs (\$801,609.06) should be submitted prior to any land disturbing activities.
2. Perimeter erosion control measures (silt fence, rock construction entrance, etc.) should be installed or repaired down gradient from proposed improvements. Redundant controls must be installed adjacent to wetlands. Measures should be installed by the Contractor and inspected by the City prior to any work. Contractor must provide a minimum 24 hour notice prior to inspection.
3. The SWPPP currently does not list the Crow River as impaired. The South Fork of the Crow River is impaired for Chloride, Fecal Coll Form, Fish Bioassessments, and Turbidity. Plans should be revised accordingly.
4. The emergency overflow (EOF) located at the rear of Lots 16 and 17, Block 1 (977.4) does not provide sufficient freeboard for the low openings of Lots 10 and 11, Block 1 (978.0 and 977.0). The grading should be revised to provide a minimum 1' separation between the EOF and low opening for all lots.
5. The plans should be changed to use RC pipe between CBMH 6 and FES 7. The pipe end is connected to a pond, and HDPE pipe is highly susceptible to floating. Fluctuation of the pond elevation during rainfall events could result in the pipe being bent upward.
6. The plans should be reviewed by City Public Works Staff and the Fire Chief to ensure the proposed infrastructure meets their requirements.
7. The applicant has obtained Carver County Watershed Management Organization (CCWMO) approval, and a copy of the permit has been submitted accordingly.
8. The applicant will be required to obtain a NPDES permit for proposed improvements. A copy of the NPDES permit should be submitted prior to any land disturbing activities.
9. Record drawings must be submitted upon completion of the project. As-built survey shots on ponds must be obtained after construction sediment is removed and side slopes re-dressed.
10. Tie cards should also be provided for each lot so that all service locations can be located.

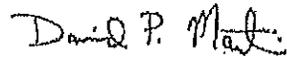
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Bolton & Menk is an equal opportunity employer.

Exhibit F – Engineering Comments Dated October 4, 2016 Page 2

Hidden Creek 7th Addition
October 4, 2016
Page 2

Sincerely,
Bolton & Menk, Inc.



David P. Martini, P.E.
Principal Engineer

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Bolton & Menk is an equal opportunity employer.

10/24/2016



Mayer City Council
Staff Report
October 4, 2016
Hidden Creek 7th Addition Final Plat

APPLICATION DATA

Meeting Date: October 24, 2016
Applicant: Paxmar, LLC - Don Jensen
Owner: Hidden Creek 1, LLC - Alan Roessler
Address/Location: The southwest corner of the Hidden Creek development along the north side of 70th Street North.
Legal Description: Outlots A, B, C & D, Hidden Creek 6th Addition.

BACKGROUND DATA

Action Requested: Approval of a 38 lot final plat for property to be known as Hidden Creek 7th Addition.

Background: This property was originally preliminary platted in 2002 under the Hidden Creek development by Backes Development. The original preliminary plat was only good for a period of ten years, so in 2012 the preliminary plat expired and no extension was asked for. Prior to the expiration of the preliminary plat the property was rough graded for the proposed streets, ponds and building pads. Streets and utilities were never installed since this area of the original Hidden Creek preliminary plat was never final platted.

Since that time Hidden Creek 1, LLC has purchased the property, preliminary platted the 6th and 7th additions and final platted the 6th addition. The 6th addition has now been built and the applicant is asking for final plat approval of the 7th addition to allow construction next year.

The preliminary plat itself consists of 38 lots and three outlots that will be used for stormwater ponding or contain wetlands. The applicant is proposing that the 7th Addition will be the last phase of Hidden Creek.

Street access in the 7th Addition will extend Hidden Trail located in the 6th addition to the west where it turns north and connects to Hidden Trail in the 4th addition. The right of way width is proposed at 60 foot wide to match the existing sections of Hidden Creek. The right of way for 70th Street N has been dedicated in the 6th addition final plat.

At the August 16, 2016 Planning Commission the Planning Commission voted 6-0 to recommend approval the final plat of Hidden Creek 7th Addition. The preliminary plat was approved by the City Council at the August 22, 2016 City Council meeting.

Future Land Use Classification: The property is designated Low Density Residential on the future land use map and the proposed use is allowed under this designation.

Zoning Classification: The property is currently zoned Planned Residential Development (PRD) and the approved lot standards and requirements are as follows.

- Minimum lot size: 10,000 square feet
- Minimum lot width: 75 feet

Maximum density:	3 units per acre
Front yard setback:	30 feet
Side yard setback:	10 feet
Rear yard setback:	30 feet
Maximum height:	30 feet
Lot coverage:	35%

At this time the proposed plat meets all of the PRD criteria listed above. All of the lots will be required to meet the setback and lot coverage requirements as listed in the R-1 district.

Density: The entire site consists of 14.83 acres or 646,162 square feet. Thirty-eight lots are proposed so a gross density of 2.56 units per acre is proposed in this phase.

Comments Received: No comments have been received at the time of this memo.

Park Dedication: No parkland dedication will be required with this plat since all parkland dedication requirements have been previously satisfied with the prior phases of Hidden Creek.

Landscaping: Under a PRD, at a minimum, the landscaping shall follow the respective land-use guidelines. In other words, if the PRD contains uses consistent with R-1, R-2 or R-3 districts, the landscaping requirements applicable to those districts shall apply to the PRD. In the case of the R-1 district, each lot shall have two over-story trees per street frontage, located in the front yard, and when required, the side-street yard. However, additional landscape requirements may be requested at the discretion of the Planning Commission. It could be required that any lots adjacent to the 70th Street North right of way could be required to plant additional landscaping or trees for screening and buffering purposes.

Sidewalks: The applicant will be required to construct a five foot wide concrete sidewalk along the north/east side of Hidden Trail. Previously bituminous trails were constructed but this will change to concrete sidewalks within the front yards of single family detached lots.

70th Street North: It shall be determined with the final plat if any additional fees are needed to construct 70th Street North to the west boundary of the plat.

Utilities: All utilities will be reviewed by the City Engineer and any comments or requirements will need to be satisfied by the applicant.

Outlot B Access: A twenty foot access easement from Pinecone Lane to Outlot B, Hidden Creek 7th Addition should have been dedicated in favor of the City in the plat of Hidden Creek 6th Addition. The easement is for access and maintenance for the storm water management pond located in the outlot. This area shall consist of a grass path that is to be provided by the applicant. If the easement has not been previously dedicated it will be required with this plat.

Wetlands: The city wetland consultant has stated that a new wetland delineation will not be needed. The applicant is proposing no impacts to the wetlands that were previously delineated. So all wetland requirements have been satisfied.

Signage: No monument signs are proposed with this plat, but if the applicant wanted to add a monument sign at the entrance of Redhawk Way and 70th Street N, the sign would have to meet the requirements of sections 152.120 through 152.133 of the zoning ordinance.

City Engineer Review: The City Engineer reviewed the final plat and construction plans and comments were supplied in letter dated October 4, 2016. These comments will need to be satisfied as part of the final plat approval. The comments are attached to this memo.

- Watershed Review:** The plans have been submitted to the Carver County Water Management Organization for review and will need to be approved as a condition of approval.
- Association:** The applicant does not plan to create an association but has submitted covenants for review. These covenants are the essentially the same covenants that were used in the previous phases of Hidden Creek and it is at the discretion of the applicant whether they want to record additional covenants against the lots or create an association.
- Mailboxes:** The applicant will place clusters of mailboxes throughout the development as required by the post office. Individual mailboxes are no longer allowed in new residential developments per the post office.
- Development Agreement:** As part of the final plat approval, a development agreement will need to be signed and recorded. The development agreement will be included with the packet and should be approved by the City Council as part of the final plat approval for Hidden Creek 7th Addition.

CONDITIONS

Final Plat

If approval of the final plat is granted by the City Council, the following conditions are proposed to be included with the approval. The conditions listed below may be subject to modification depending upon the outcome at the City Council meeting.

1. Engineer's Comments. The final plat shall satisfactorily address all comments in a letter dated October 4, 2016 as provided by the City Engineer.
2. Carver County Water Management Organization. That the final plat and construction plans satisfy all comments and conditions of the Carver County Water Management Organization and that a permit is received prior to construction.
3. Park Dedication. There shall be no required park dedication with this plat.
4. Sidewalks. The applicant shall construct five foot wide concrete sidewalks along the north/east side of Hidden Trail.
5. Outlot Dedication. Outlots A, B & C, Hidden Creek 7th Addition shall be deeded to the City when the final plat is recorded.
6. Outlot C Access. A 20 foot wide access easement shall be provided over Lot 1, Block 1, Hidden Creek 7th Addition and shall be dedicated in favor of the City of Mayer for access to Outlot B, Hidden Creek 7th Addition for maintenance of the stormwater management pond located there.
7. Required Landscaping. Each lot shall have two over-story trees per street frontage, located in the front yard, and when required, the side-street yard.
8. 70th Street North Improvements. That section of 70th Street North adjacent to the plat must be paved to City specs and standards at the expense of the applicant. If the applicant does not pave all of 70th Street North with this plat, a per lot fee shall be collected at the time of the building permit for each lot in Hidden Creek 7th Addition.
9. Development Agreement. The applicant shall enter into a development agreement for the construction of public improvements, with such agreement signed prior to filing of any final plat. Such agreement shall specify cost requirements development.

10. Building Permits. The final plat shall be recorded with Carver County prior to issuance of any building permits.

CITY COUNCIL ACTION REQUIRED

After review and discussion by the members of the City Council, a motion is in order to approve, deny or to table the final plat.

Possible action items - Final Plat

1. Approve the final plat subject to conditions.
2. Table the final plat to a date specific, and provide the applicant with direction on the issues that have been discussed.
3. Deny the final plat request.

If you have any questions relating to the final plat prior to the City Council meeting, please feel free to contact me at: jandersonmdg@gmail.com or call direct at 952-855-4596 or toll free at: 1-888-763-4462 ext. 3.

Sincerely,

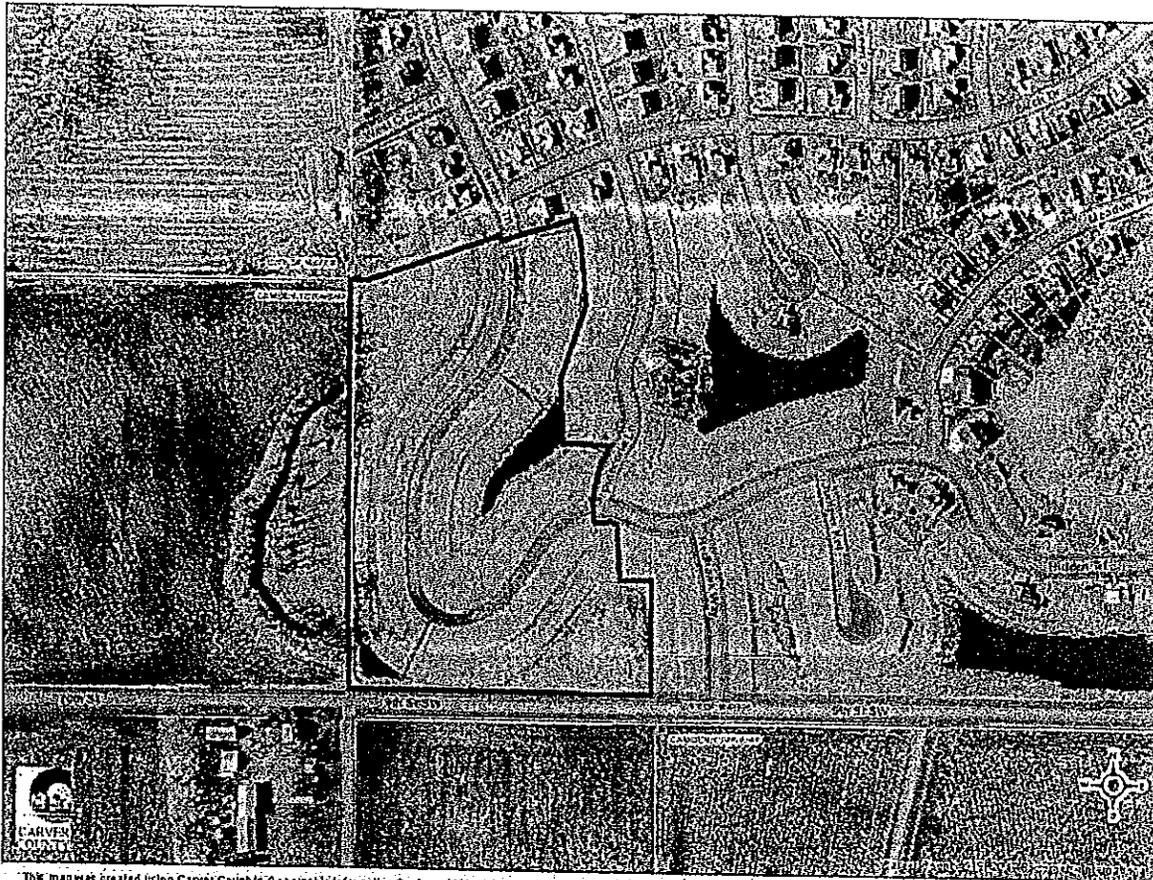
MUNICIPAL DEVELOPMENT GROUP, LLC

John Anderson, Associate
Consulting Planner, City of Mayer

LIST OF ATTACHMENTS

- Exhibit A – Aerial Location Map
- Exhibit B – Preliminary Plat of Hidden Creek 7th Addition dated 7-25-16
- Exhibit C – Final Plat of Hidden Creek 7th Addition Page 1
- Exhibit D – Final Plat of Hidden Creek 7th Addition Page 2
- Exhibit E – Engineering Comments Dated October 4, 2016 Page 1
- Exhibit F – Engineering Comments Dated October 4, 2016 Page 2

Exhibit A – Aerial Location Map



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.

Map Date: 9/27/2016

Exhibit B – Preliminary Plat of Hldden Creek 7th Addition dated 7-25-16

Preliminary Plat; HIDDEN CREEK 7TH ADDITION

PRELIMINARY PLAT GENERAL NOTES

1. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR CURVE UNLESS OTHERWISE SPECIFIED.

2. THE DISTANCES BETWEEN THE CENTERLINE OF THE ROAD AND THE PROPERTY LINES SHALL BE AS SHOWN ON THIS PLAT.

3. THE DISTANCES BETWEEN THE PROPERTY LINES SHALL BE AS SHOWN ON THIS PLAT.

4. THE DISTANCES BETWEEN THE PROPERTY LINES SHALL BE AS SHOWN ON THIS PLAT.

5. THE DISTANCES BETWEEN THE PROPERTY LINES SHALL BE AS SHOWN ON THIS PLAT.

6. THE DISTANCES BETWEEN THE PROPERTY LINES SHALL BE AS SHOWN ON THIS PLAT.

7. THE DISTANCES BETWEEN THE PROPERTY LINES SHALL BE AS SHOWN ON THIS PLAT.

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9. THE DISTANCES BETWEEN THE PROPERTY LINES SHALL BE AS SHOWN ON THIS PLAT.

10. THE DISTANCES BETWEEN THE PROPERTY LINES SHALL BE AS SHOWN ON THIS PLAT.

PROPOSED ROADS

1. HIDDEN CREEK STR 400

2. HIDDEN CREEK STR 400

3. HIDDEN CREEK STR 400

4. HIDDEN CREEK STR 400

5. HIDDEN CREEK STR 400

6. HIDDEN CREEK STR 400

7. HIDDEN CREEK STR 400

8. HIDDEN CREEK STR 400

9. HIDDEN CREEK STR 400

10. HIDDEN CREEK STR 400

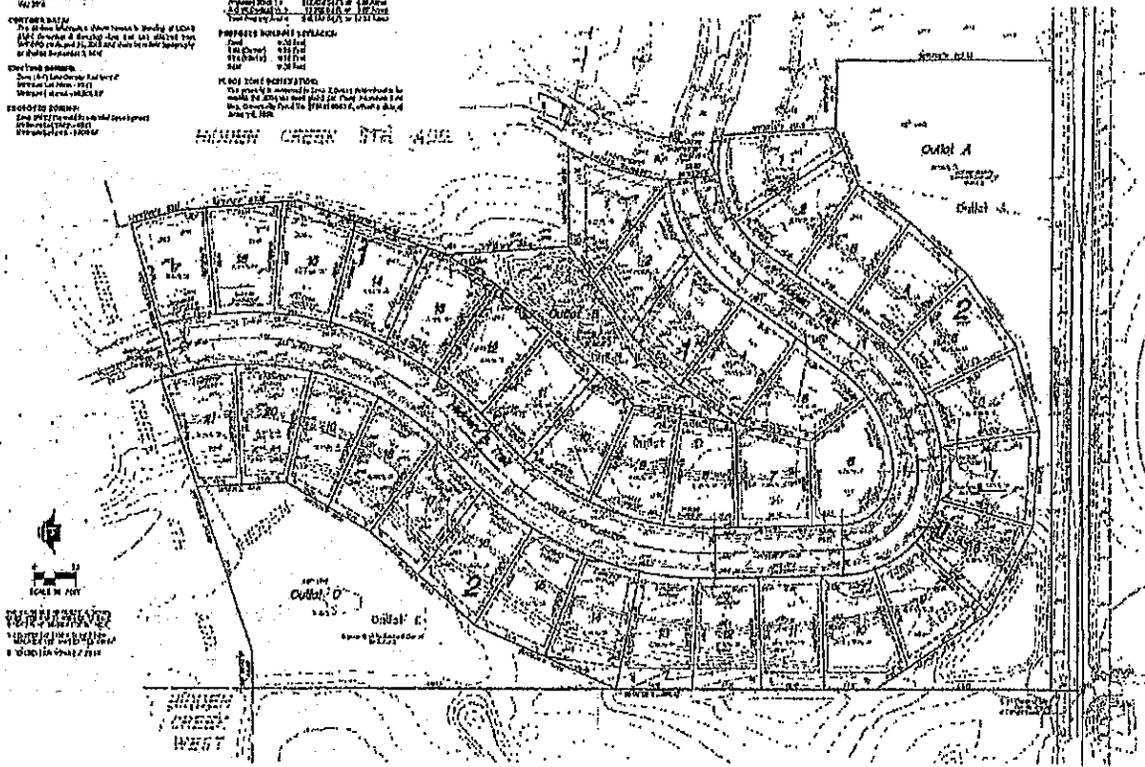


Exhibit D - Final Plat of Hidden Creek 7th Addition Page 2

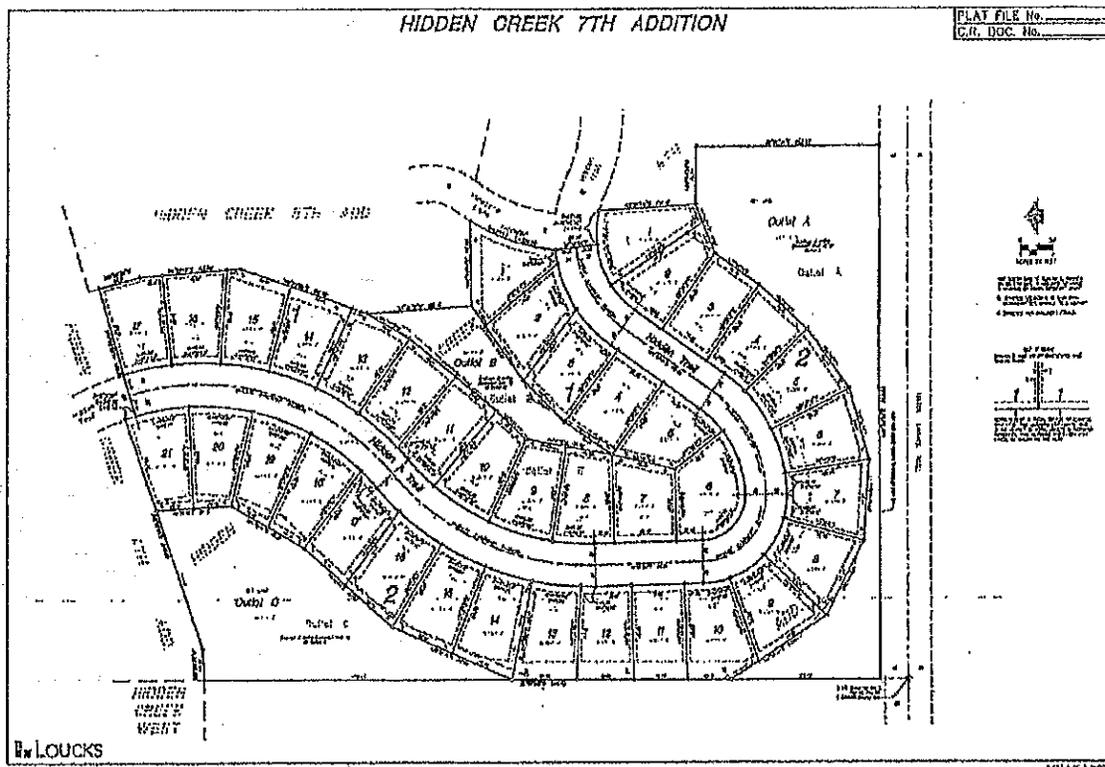


Exhibit E – Engineering Comments Dated October 4, 2016 Page 1



2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

October 4, 2016

City of Mayer
Attn: Luayn Ruch-Hammond
413 Bluejay Avenue
Mayer, MN 55360

RE: Hidden Creek 7th Addition
Engineering Review #2

Dear Luayn:

We have completed review of the information submitted for Hidden Creek 7th Addition and offer the following comments for your consideration:

1. The Engineer's Estimate indicates proposed improvements will cost \$641,237.25. Therefore, a Letter of Credit totaling 125% of proposed improvement costs (\$801,609.06) should be submitted prior to any land disturbing activities.
2. Perimeter erosion control measures (silt fence, rock construction entrances, etc.) should be installed or repaired down gradient from proposed improvements. Redundant controls must be installed adjacent to wetlands. Measures should be installed by the Contractor and inspected by the City prior to any work. Contractor must provide a minimum 24 hour notice prior to inspection.
3. The SWPPP currently does not list the Crow River as impaired. The South Fork of the Crow River is impaired for Chloride, Fecal Coli Form, Fish Bioassessments, and Turbidity. Plans should be revised accordingly.
4. The emergency overflow (EOF) located at the rear of Lots 16 and 17, Block 1 (977.4) does not provide sufficient freeboard for the low openings of Lots 10 and 11, Block 1 (978.0 and 977.0). The grading should be revised to provide a minimum 1' separation between the EOF and low opening for all lots.
5. The plans should be changed to use RC pipe between CBMH 6 and FES 7. The pipe end is connected to a pond, and HDPE pipe is highly susceptible to floating. Fluctuation of the pond elevation during rainfall events could result in the pipe being bent upward.
6. The plans should be reviewed by City Public Works Staff and the Fire Chief to ensure the proposed infrastructure meets their requirements.
7. The applicant has obtained Carver County Watershed Management Organization (CCWMO) approval, and a copy of the permit has been submitted accordingly.
8. The applicant will be required to obtain a NPDES permit for proposed improvements. A copy of the NPDES permit should be submitted prior to any land disturbing activities.
9. Record drawings must be submitted upon completion of the project. As-built survey shots on ponds must be obtained after construction sediment is removed and side slopes re-dressed.
10. The cards should also be provided for each lot so that all service locations can be located.

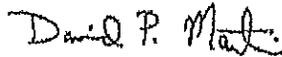
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Bolton & Menk is an equal opportunity employer.

Exhibit F -- Engineering Comments Dated October 4, 2016 Page 2

Hidden Creek 7th Addition
October 4, 2016
Page 2

Sincerely,
Bolton & Menk, Inc.



David P. Martini, P.E.
Principal Engineer

**ENGINEERS ESTIMATE
FOR
HIDDEN CREEK 7th ADDITION
Mayer, MN**

**Pond Grading, Sanitary Sewer, Watermain
Storm Sewer and Street Construction**

9/13/2016

SCHEDULE B - SANITARY SEWER (7th ADDN.)

No.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Silt Fence	LF	700	\$ 1.55	\$ 1,085.00
2	Rock Entrance Pad	EA	2	\$ 1,100.00	\$ 2,200.00
3	Inlet Protection	EA	10	\$ 210.00	\$ 2,100.00
4	Erosion Control Blanket	SY	1,800	\$ 1.30	\$ 2,340.00
5	SWPPP Management & Maintenance	LS	1	\$ 1,000.00	\$ 1,000.00
6	8" PVC SDR 35, 12-14' Depth	LF	555	\$ 32.00	\$ 17,760.00
7	8" PVC SDR 35, 14-16' Depth	LF	504	\$ 37.00	\$ 18,648.00
8	8" PVC SDR 26, 16-18' Depth	LF	372	\$ 46.00	\$ 17,112.00
9	Standard Manhole (0-10' Depth)	EA	11	\$ 2,300.00	\$ 25,300.00
10	Extra Depth Manhole	LF	49.2	\$ 86.00	\$ 4,231.20
11	8" x 4" Service Wye	EA	36	\$ 146.00	\$ 5,256.00
12	4" PVC SCH 40 Service Pipe	LF	1,640	\$ 15.00	\$ 24,600.00
13	Trench Rock Stabilization	TN	210	\$ 0.01	\$ 2.10
14	Televisa Sanitary Sewer	LF	1,431	\$ 1.15	\$ 1,645.65
15	Connect to Existing 8" Stub	EA	1	\$ 3,460.00	\$ 3,460.00
16	Sand Bedding	TN	2,130	\$ 0.01	\$ 21.30
SCHEDULE B - Sanitary Sewer (7th Addn.) SUBTOTAL \$					126,761.25

SCHEDULE D - WATERMAIN (7th ADDN.)

No.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	6" DIP CI 52, Poly Wrapped	LF	145	\$ 27.00	\$ 3,915.00
2	8" DIP CI 52, Poly Wrapped	LF	1,451	\$ 33.00	\$ 47,883.00
3	6" Gate Valve & Box	EA	5	\$ 1,200.00	\$ 6,000.00
4	8" Gate Valve & Box	EA	3	\$ 1,700.00	\$ 5,100.00
5	Hydrant	EA	5	\$ 3,900.00	\$ 19,500.00
6	8" x 6" Tee	EA	5	\$ 360.00	\$ 1,800.00
7	8"- 11.25° Bend	EA	4	\$ 260.00	\$ 1,040.00
8	8"- 22.5° Bend	EA	5	\$ 290.00	\$ 1,450.00
9	8"- 45° Bend	EA	11	\$ 290.00	\$ 3,190.00
10	1" Service Connection	EA	36	\$ 300.00	\$ 10,800.00

11	1" Copper Service Pipe	LF	1,430	\$ 13.40	\$ 19,162.00
12	4" Thick Insulation	SF	256	\$ 4.10	\$ 1,049.60
13	Connect to Existing 8" Stub	EA	2	\$ 2,000.00	\$ 4,000.00
SCHEDULE D - Watermain (7th Addn.) SUBTOTAL \$					124,889.60

SCHEDULE F - STORM SEWER (7th ADDN.)

No.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	12" RCP, Class 5	LF	201	\$ 27.00	\$ 5,427.00
2	15" RCP, Class 5	LF	362	\$ 28.00	\$ 10,136.00
3	18" RCP, Class 4	LF	137	\$ 31.00	\$ 4,247.00
4	48" RCP, Class 4	LF	0	\$ 105.00	\$ 0.00
5	12" RC Apron w/ TG	EA	1	\$ 670.00	\$ 670.00
6	15" RC Apron w/ TG	EA	1	\$ 720.00	\$ 720.00
7	18" RC Apron w/ TG	EA	1	\$ 800.00	\$ 800.00
8	48" RC Apron w/ TG	EA	0	\$ 2,550.00	\$ 0.00
9	Catch Basin - 2' x 3'	EA	2	\$ 1,400.00	\$ 2,800.00
10	Catch Basin - 27" Dia.	EA	1	\$ 1,100.00	\$ 1,100.00
11	48" Dia. Std. Manhole (0-10' Depth)	EA	5	\$ 1,800.00	\$ 9,000.00
12	72" Dia. Std. Manhole (0-10' Depth)	EA	0	\$ 3,300.00	\$ 0.00
13	Outlet Control Structure (As Detailed)	EA	2	\$ 3,500.00	\$ 7,000.00
14	Rip Rap, Hand Placed -Class 3 w/ Fabric	CY	80	\$ 76.00	\$ 6,080.00
15	4" HDPE Perf. Drain Tile w/ Filter sock & Filter Aggregate	LF	2,320	\$ 5.40	\$ 12,528.00
16	4" HDPE Wye	EA	10	\$ 52.00	\$ 520.00
17	4" Drain Tile Cleanout	EA	15	\$ 210.00	\$ 3,150.00
18	21" RCP, Class 4	LF	33	\$ 34.00	\$ 1,122.00
19	22"x 36" RCPA, Class 2	LF	304	\$ 50.00	\$ 15,200.00
20	12" HDPE	LF	218	\$ 22.00	\$ 4,796.00
21	18" HDPE	LF	32	\$ 28.00	\$ 896.00
22	12" RC Apron	EA	1	\$ 600.00	\$ 600.00
23	21" RC Apron	EA	1	\$ 900.00	\$ 900.00
24	22"x 36" RCA Apron w/ TG	EA	1	\$ 1,200.00	\$ 1,200.00
25	12" CS Apron w/ TG	EA	1	\$ 500.00	\$ 500.00
26	18" CS Apron w/ TG	EA	1	\$ 800.00	\$ 800.00
27	60" Dia. Std. Manhole (0-10' Depth)	EA	2	\$ 3,000.00	\$ 6,000.00
28	4" HDPE Non-Perf. Drain Tile	LF	250	\$ 3.50	\$ 875.00
SCHEDULE F - Storm Sewer (7th Addn.) SUBTOTAL \$					97,067.00

SCHEDULE H - STREET & RESTORATION (7th ADDN.)

No.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Geotextile Fabric	SY	5960	\$ 1.30	\$ 7,748.00
2	Select Granular Borrow - Sub Base, CV	CY	1880	\$ 21.60	\$ 40,608.00

3	Class 5 Aggregate Base	TN	2720	\$ 18.60	\$ 50,592.00
4	Bituminous Non-Wear Course	TN	818	\$ 70.30	\$ 57,505.40
5	Bituminous Wear Course	TN	390	\$ 72.90	\$ 28,431.00
6	Concrete Curb & Gutter	LF	2980	\$ 12.40	\$ 36,952.00
7	6" Concrete Sidewalk w/ Sand Base (3 Model Lots)	SF	80	\$ 5.10	\$ 408.00
8	Adjust Water Valve Box	EA	6	\$ 142.00	\$ 852.00
9	Adjust Frame & Ring Casting	EA	30	\$ 255.00	\$ 7,650.00
10	Seed, Mulch, Fertilizer - 25-151	AC	1.6	\$ 770.00	\$ 1,232.00
11	Traffic Control	LS	1	\$ 515.00	\$ 515.00
12	4" Concrete Sidewalk w/ Sand Base	SF	8860	\$ 4.60	\$ 40,756.00
13	Grass Fire Lane	SY	150	\$ 10.00	\$ 1,500.00
SCHEDULE H - Street & Restoration SUBTOTAL					\$ 274,749.40

SCHEDULE J - POND GRADING AND FILTRATION BENCH (7th ADDN.)

No.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Clear & Grub - Pond 2	LS	1	\$ 1,200.00	\$ 1,200.00
2	Pond 2 Grading	LS	1	\$ 4,000.00	\$ 4,000.00
3	Clear & Grub - Pond 9	LS	1	\$ 800.00	\$ 800.00
4	Pond 9 Grading	LS	1	\$ 3,000.00	\$ 3,000.00
5	Grade Swale - Lots 10-14, Block 2	CY	1,500	\$ 4.00	\$ 6,000.00
6	70/30 Filtration Soil Mix - Filtration Bench	CY	25	\$ 50.00	\$ 1,250.00
7	1"-1.5" Washed Rock - Filtration Bench	CY	25	\$ 30.00	\$ 750.00
8	6" HDPE Perf. Drain tile w/o Sock - Filtration Bench	LF	100	\$ 7.00	\$ 700.00
9	6" HDPE Non-Perf. Drain tile - Filtration Bench	LF	20	\$ 6.00	\$ 120.00
SCHEDULE J - Pond Grading and Filtration Bench (7th Addn.) SUBTOTAL					\$ 17,820.00

SUMMARY

b	TOTAL SCHEDULE B - Sanitary Sewer	\$ 126,761.25
d	TOTAL SCHEDULE D - Watermain	\$ 124,889.60
f	TOTAL SCHEDULE F - Storm Sewer	\$ 97,067.00
h	TOTAL SCHEDULE H - Street & Restoration	\$ 274,749.40
j	TOTAL SCHEDULE J - Pond Grading and Filtration Bench	\$ 17,820.00
TOTAL		\$ 641,287.25

PLAT FILE No. _____
C.R. DOC. No. _____

HIDDEN CREEK 7TH ADDITION

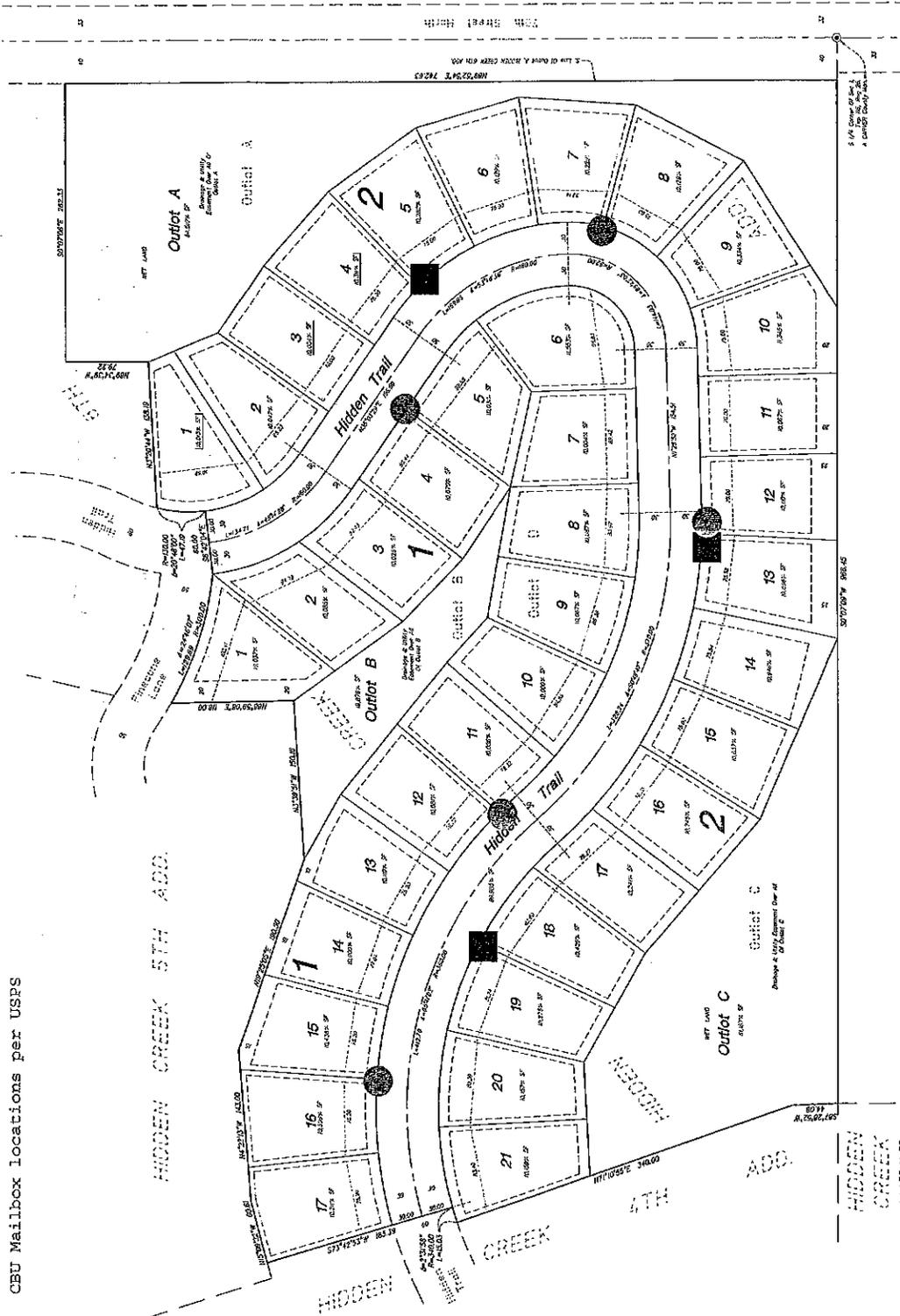
Street light locations

CBU Mailbox locations per USPS



THE SOUTH LINE OF OUTLOT A, HIDDEN CREEK 7TH ADDITION, IS A BLANKET OF EIGHTY FEET IN WIDTH, TO BE DIVIDED INTO EIGHT (8) EQUALS, 10 FEET EACH, TO BE PLACED AS FOLLOWS:
• STREET LIGHT LOCATIONS

NOT TO SCALE
LIVABLE AND UTILITY ENCLOSURES ARE SHOWN HERE.



LOUCKS

EXHIBIT F

NOT USED

EXHIBIT F

LOT SURVEY CHECKLIST FOR CITY OF MAYER
BUILDING PERMIT APPLICATION

PROPERTY LEGAL: _____

Date of Survey: _____

ACCEPTED	NOT APPLICABLE/REC'D	MUST BE REVISED
----------	----------------------	-----------------

DOCUMENT STANDARDS

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Registered Land Surveyor signature and company |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Building Permit Applicant |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Legal description |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Address |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • North arrow and bar scale |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • House type (rambler, walkout, split w/o, split entry, lookout, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Directional drainage arrows in accordance with the grading/development plan as approved by City Engineer |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Proposed/existing sewer and water services |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Street name |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Driveway |

ELEVATIONS

Existing

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Sewer service |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Lot corners |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Top of curb at the driveway and at extension of both side property lines |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Elevations of any existing adjacent homes and adjacent house corners |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Water table |

Proposed

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Double car garage floor (minimum elevation 18" above top of curb) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • First Floor |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Lowest exposed elevation (walkout/window) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Property corners |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Front and rear of home at the foundation |

Ponding Areas (if applicable) and/or off-site drainage

- | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Easement line |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • NWL |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • HWL |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Pond # designation |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Emergency Overflow Elevation |

DIMENSIONS

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Lot lines |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Right-of-way and street width (to back of curb) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Proposed home dimensions including any proposed decks, overhangs greater than 2', porches, etc. (i.e. all structures requiring permanent footings) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Show all easements of record and any City utilities within those easements and/or show and provide proposed easements for unrecorded utilities |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Setbacks of proposed structure and setback of adjacent existing homes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | • Retaining wall requirements, if any |

Reviewed: _____

Name

Date

CERTIFICATE OF SURVEY

EXHIBIT G
(continued)

PROPERTY DESCRIPTION: Lot 3, Block 1, WHISPERING WOODS TWELFTH ADDITION, Dakota County, Minnesota.

We hereby certify that this is a true and correct survey of the above described property and that it was performed by me or under my direct supervision and that I am a duly Licensed Surveyor under the laws of the State of Minnesota. That this survey does not purport to show all improvements, easements or encroachments, to the property except as shown thereon.

Signed this 18th day of January, 2000.

By: _____

Minnesota L.S. No. 12294.

Notes:

1. Building dimensions shown are for horizontal & vertical placement of structure only. See architectural plans for building & foundation dimensions.

2. No specific soils investigation has been completed on this lot by _____
The suitability of soils to support the specific house proposed is not the responsibility of _____ or the surveyor.

3. No specific title search for existence or non-existence of recorded or un-recorded easements has been conducted by the surveyor as a part of this survey. Only easements per the recorded plat are shown.

4. Proposed grades shown were taken from the grading &/or development plan prepared by _____

- △ Denotes set spike
- Denotes set iron monument
- Denotes found iron monument
- x927.6 Denotes existing elevation
- (930.0) Denotes proposed elevation
- Denotes proposed drainage
- x-x- Denotes wood rail fence

Bench Mark: 957.06 - 12TH - WALL STREET

Proposed Garage Floor=	<u>966.0</u>
Proposed Garage Top of Block=	<u>966.4</u>
Proposed House Top of Block=	<u>968.4</u>
Proposed Lowest Floor=	<u>957.6</u>

Bearings are on assumed datum

Scale: 1"=30'

EXAMPLE

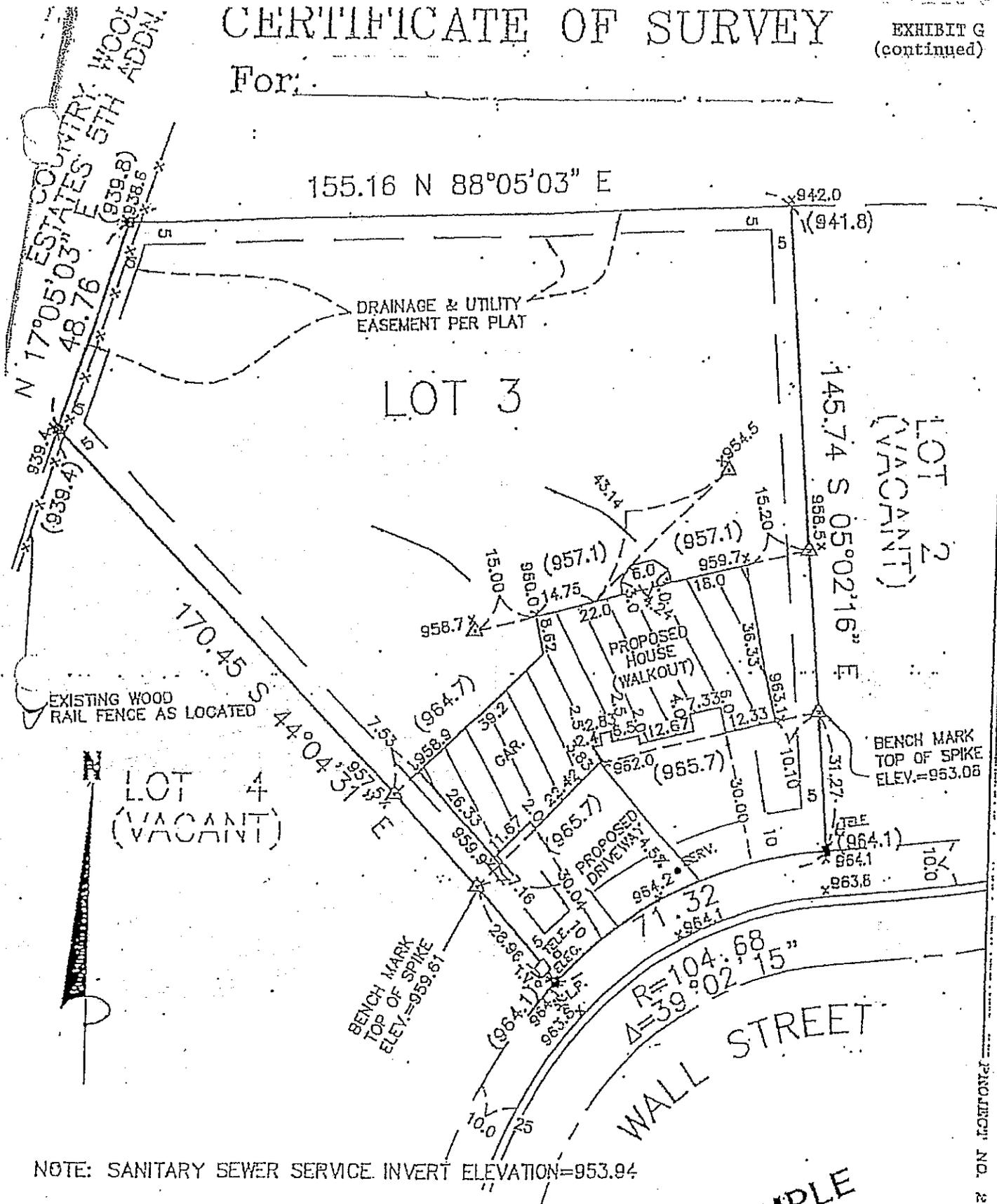
Exhibit G
(continued)

DRAWN BY TJD	DATE 1/4/00	REVISIONS					
CAD FILE Houses/200001 PROJECT NO. 200001							

CERTIFICATE OF SURVEY

Exhibit G
EXHIBIT G
(continued)

For: _____



NOTE: SANITARY SEWER SERVICE INVERT ELEVATION=953.94

EXAMPLE

PLAT NO. 200001

HIDDEN CREEK 7TH ADDITION
DECLARATION OF PROTECTIVE COVENANTS

This Declaration is made and executed this _____ day of _____, 20____, by HCI, LLC a Minnesota Limited Liability Company, (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the Owner of the following real property located in Carver County, Minnesota, to-wit:

Lots 1 through 17, inclusive, all in Block 1;
Lots 1 through 21, inclusive, all in Block 2;
Hidden Creek 7th addition, Carver County Minnesota

WHEREAS, Declarant desires to create and establish a uniform plan for the benefit of all the future Owners of the above-described real property to continue as covenants running with the land.

NOW THEREFORE, Declarant hereby declares that the above-described real property shall be held, sold, conveyed, subject to the following protective covenants, which shall run with the land and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and/or assigns, and shall inure for the benefit of each future lot Owner thereof.

ARTICLE I

DEFINITIONS

For the purpose of this Declaration, the following terms shall have the meaning herein ascribed by them:

Section 1: "Lot" shall mean and refer to any platted plot of land, upon which a house and/or garage is located or is intended to be located as shown upon any recorded plat of the above-referenced Property.

Section 2: "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the Property by provision or operation of law, upon sale by Declarant.

Section 3: "Property" shall mean and refer to the real property above described.

Section 4: "City" shall mean the City of Mayer in the County of Carver, State of Minnesota.

ARTICLE II

BUILDING AND USE RESTRICTIONS

Section 1: Property Uses. All the Lots shall be used only as residential Lots and shall be improved and occupied in accordance with these restrictions and covenants. The following activities shall not be considered a violation of this Covenant:

- a. The use of a dwelling by an Owner for home office or studio uses which are incidental to the principal residential use of a Lot, which do not invite or generate regular unusually frequent visits by clients, customers, delivery persons, employees, co-workers or the public and which do not alter the residential character of the Property.
- b. The use of a Lot by an Owner as a home day care, licensed by all appropriate governmental authorities which does not alter the residential character of the Property.

Section 2: Dwelling. No Dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two (2) stories in height on the front entry elevation. Each dwelling shall have a minimum of an attached two (2) car garage. Driveways shall be constructed of concrete, brick pavers or bituminous materials. Exterior finishing materials (including without limitation, siding, trim, roofing, front door, and garage door) shall be natural or earth tones. All building setbacks must be in accordance with the ordinances of the City in effect at the time of construction.

As part of the initial construction of a dwelling on any Lot, the Owner/Lot Purchaser shall plant at least two (2) deciduous trees with a minimum diameter of two and one-half (2 ½") inches in the front yard of the Lot and shall install a minimum of 4 foundation shrubs with minimum retail value of \$200.00 in front of each house as foundation screening. The Owner shall completely sod the front yard and the yard on the sides of said dwellings. The Owner shall also sod the portion of the back yard located within twenty (20) feet of rear of said dwellings and seed with grass seed appropriate to the climate any remaining portion of the Lot (exclusive of improvements). All landscaping requirements shall be completed within 90 days of completion of the house, weather permitting or one year from the date of issuance of the building permit, whichever comes first. Declarant disclaims any warranty for any trees or other vegetation located or placed on the Property.

If any portion of the landscaping is not completed within the time required above, the City, its employees, agents or contractors shall have the right to go upon the property to complete the required landscaping without permission of the Owners of the Property or Lot, and shall not be liable for trespass.

Only one outbuilding or other accessory building, not exceeding 200 square feet, shall be permitted on each Lot. Any such outbuilding or storage building shall correspond in architectural style and finishing to the dwelling located on the Lot.

Section 3: Utility and Drainage Easement/Access. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat or as conveyed to the City. Within these easements, no structure, including, but not limited to, outbuilding or accessory buildings, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot including, but not limited to berms, and all improvements in it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 4: No Noxious Activity. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners.

Section 5: Garbage and Refuse Removal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6: No Animals – except Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No more than two (2) dogs and/or cats shall be kept at any one time. Only one dog or other animal run or structure for the housing of animals, including but not limited to doghouses, shall be constructed on any Lot. Any such structure shall correspond in architectural style and finishing to the dwelling located on the Lot.

Section 7: Prohibited Structures/Vehicle Storage/Storage. No Structure of a temporary character, trailer, tent, shack, garage, basement, or other building shall be used as a residence either, temporarily or permanently, on any Lot. No more than one camper, motor home, recreational vehicle, boat, trailer, snowmobile or other type of recreational vehicles may be parked on any Lot unless parked within a garage located on a Lot. In no event, however shall any unsightly or unlicensed vehicle or any semi-tractor or trailer be stored or parked on any Lot. Storage or parking of any camper, motor home, recreational vehicle, boat, trailer, snowmobile or other type of recreational vehicle shall be on a concrete or bituminous pad on the side of the dwelling and immediately adjacent to the garage constructed on the Lot such that the vehicle being stored does not protrude beyond the front wall of the dwelling, is in compliance with all setbacks and does not encroach upon any easements located on the Lot. All parts of Lot visible from outside shall be kept free and clear of all clotheslines, woodpiles, rubbish, debris and other unsightly materials.

No exterior television, radio, satellite or microwave antenna of any sort shall be erected or maintained on any Lot except one that is one meter or less in diameter or diagonal measurement, as defined in 47 CFR 1.4(a)(1) provided that the antenna does not interfere with access by, or interfere with, fire or other emergency services or pose a safety hazard to the Owners of the Public.

Section 8: Signs. No Signs of any kind shall be displayed in public view on any Lot except one professional sign of no more than five (5) square feet advertising the Property for sale or for rent, or signs used by builder to advertise the Property during the construction and sales period.

Section 9: Model and Sales Use. Notwithstanding anything contained in this Declaration to the contrary, a Lot may be used for a model family residence building, or for a real estate office with customary development signs during the development period of the Declarant, its successors or assigns.

Section 10 Fences. No fences shall be constructed or located in the front yard. All fences shall have the following restrictions:

- a. No fences shall be constructed along adjoining property lines until the home on the adjoining Lot has been completed and the adjoining Lot has been graded and sodded;
- b. No fences shall be constructed in any storm water drainage ways or other easement areas;
- c. No fences shall be permitted along lot lines upon which landscaping berms are located;
- d. No snow fencing shall be permitted

Section 11: Mailboxes and Newspaper Boxes/Easement. Mailboxes and newspaper delivery boxes shall be constructed and maintained in a uniform cluster configuration in accordance with City and local U.S. Post Office specifications.

No other mailboxes and newspaper delivery boxes shall be constructed on Lots other than those originally constructed by Declarant. The Lot shall be subject to and benefit from a non-exclusive easement for access to, and maintenance and repair of, mailbox and newspaper delivery boxes as originally located by Declarant. Such easement shall be described as a ten (10) square foot square area, the center of which is the center post of each mailbox cluster originally located by Declarant. If such easement does not provide access to the mailbox from the public right of way, the sidelines of the easement which are most perpendicular to the public right of way shall be extended to the public right of way such that the easement shall extend to the public right of way. Each Owner shall be responsible for maintenance and repair and replacement of the Owner's mailbox and newspaper delivery boxes. In the event of destruction of a mailbox or newspaper delivery box, the Owner of the Lot served by such box shall be responsible for its replacement with an identical box.

ARTICLE III MISCELLANEOUS

Section 1: Amendment to Covenants. The Declarant reserves the right without the consent or joinder of the Owners, mortgagee or any other person, or entity with an interest in the Property, to amend these covenants, in whole or in part, until such time as 75% of the Lots affected by this Declaration are conveyed to Owners who are occupants of houses constructed upon the Lots. In no event, however, shall any amendment which affects the City's rights as set forth in this Declaration be effective without the City's consent. Notwithstanding the foregoing, clerical errors in the Declaration may be corrected by an instrument executed by the Declarant alone within two years of the date hereof.

Section 2: Duration. Except for a longer grant provided herein, these covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording, at which time they shall be extended for successive ten (10) year periods, unless the majority of the then Owners of the Lots desire to change these covenants, and in that event, the changes shall be made by use of a recorded document.

Section 3: Enforcement. Any Owners shall have the right to enforce, by any proceeding at law or in equity, or both, all of the terms and provisions of this Declaration. Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenants either to restrain violation or to recover by any proceeding at law or in equity, or both, all of the terms and provisions of this Declaration, provided, however, that Declarant shall have no obligation to any Owner to take any action to enforce the terms and provisions of this Declaration. The City shall have no obligation to enforce the provisions of this Declaration.

Section 4: Severability. Invalidation of any one or more of the provisions herein by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The invalidated portion shall be enforceable to the broadest extent permitted under law.

IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be
executed this day of _____, 20__

HCI, LLC

By:

Kent Roessler, its President

STATE OF MINNESOTA)

COUNTY OF ANOKA)

)ss
)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ ,
by, Kent Roessler, President of HCI, LLC, a Minnesota Limited Liability Company, on behalf of the
Limited Liability Company.

Notary Public

Drafted By:
Paxmar, LLC
3495 Northdale Blvd., Suite 210
Coon Rapids, MN 55448
763-753-6176



Coldwater Crossing 7th Addition Preliminary Plat and Rezone

APPLICATION DATA

**Meeting/Public
 Hearing Date:**

February 13, 2017

Applicant/Owners

Coldwater X, LLC - Attn: Jude Lague

Address/Location:

Located north and west of the existing Coldwater Crossing Development

Parcel Id Number

& Legal Description:

<u>PID #</u>	<u>Legal Description</u>
50.13003.50	Outlot B, Coldwater Crossing 6th Addition.

BACKGROUND DATA

Action

Requested:

Approval of a preliminary plat and rezoning from R-1 Low Density Residential to PRD Planned Residential Development for property to be known as Coldwater Crossing 7th Addition.

Background:

This property was originally preliminary platted approximately fifteen years ago. Since that time the preliminary plat has expired and no extension was asked for. The original developer lost the property to the bank who then sold the property to the current owner. The new owner has now submitted a new preliminary plat for twenty-eight single family lots based on the same plan as was previously approved. A large portion of this site was rough graded and ready for streets and utilities.

At the time of the original preliminary plat the minimum lot size standards of the R-1 District were less than what is required at this time. The applicant has proposed that this phase of the development matches the zoning from the original approval, therefore the need to rezone to PRD as part of the preliminary plat approval. This is the same process as Hidden Creek went through in the last year. This is required because the proposed lots in the preliminary plat do not all meet the minimum width standards of the R-1 district. Staff does support the request to allow for narrower lots and the rezoning to PRD, since the land is rough graded already to match the original preliminary plat approval and the remainder of the neighborhood was developed with the same lot sizes and widths as well.

The preliminary plat itself consists of 28 lots and three outlots on a total of 2,774,910 square feet or 63.70 acres. Outlot A which totals 52.95 acres will be set aside for future development while outlot B and C will be used for stormwater ponding purposes. Outlots B and C will be required to be deeded to the City as part of the final plat approval. The area within the 7th Addition is only part of the overall Coldwater Crossing property that is owned by the applicant and it is expected the applicant will propose additional plats and PRD's in the future. It has been discussed at the staff level that any future plats should be submitted with a overall concept plan showing how the remainder of the property can be developed so that if a PRD is approved and can be approved for a much larger area than just phase by phase. There are some items in the overall property that have to be discussed such as access to neighboring properties and streets, trail/sidewalk locations and open space ownership. These items do not affect the current plat at this time however.

Street access will come from Two Ponds Path which is connected to Rocky Meadow Lane in the south part of the phase. Two Ponds Path will connect in the north to a new street called Cold Lake Trail which connects to the existing Coldwater Xing which provides access

to County Road 30. The right of way is proposed to be fifty feet wide which matches the stubbed streets in the Coldwater Crossing 6th Addition. A future street extension sign shall be placed at the end of Cold Lake Trail so that residents are aware of the possibility that this street could be extended at some time in the future. Another condition of approval is changing the name of Two Ponds Path to Twin Ponds Path. This will be required to prevent future confusion between the house numbers and the street name. From this point forward in the memo Twin Ponds Path will be used.

Of the twenty-eight lots proposed, nine are proposed as full basement walkouts and nineteen are proposed as split entry walkouts. Due to water table or pond elevations these split entry walkout lots are not able to accommodate full basements. It should also be noted that the lots in blocks 1 & 2 do not include any ponding in the rear yards of the lots. The ponds are proposed to be located in Outlots B & C. It appears the lots in block 3, especially lots 1 through 3, will have some floodplain and part of the pond that is in the former mining area.

At the February 7, 2017 Planning Commission meeting, the Planning Commission voted 6-0 to approve the preliminary development plan for the PRD and voted 6-0 to approve the preliminary plat of Coldwater Crossing 7th Addition.

Rezoning: The property is currently zoned R-1 Low Density Residential and the lot standards and requirements are as follows.

Minimum lot size:	10,000 square feet
Minimum lot width:	85 feet
Maximum density:	3 units per acre
Front yard setback:	30 feet
Side yard setback:	10 feet
Rear yard setback:	30 feet
Maximum height:	30 feet
Lot coverage:	35%

The applicant has proposed the minimum lot sizes to be a minimum 10,000 square feet (the smallest proposed lot is 10,073 square feet which meets the R-1 standards) and the minimum lot width to be 75 feet wide at the building setback line. The only proposed lot requirements or standards that do not comply with the R-1 district are the minimum lot widths. For this reason the applicant is proposing to rezone the property to PRD.

The requirements for the PRD district are listed below.

(A) *Intent. To allow for the development of residential areas under a flexible regulatory process as compared to the more rigid development regulations common to traditional zoning districts. The Planned Residential Development (PRD) District provides for a joint planning design effort by developers and city officials rather than the City establishing maximum limits to which the developers must conform. Benefits resulting from the PRD District include an opportunity to protect and preserve valuable natural resources and amenities and to create new public amenities, such as parks, trails, open spaces, and housing variety; in so doing, contributing more than a conventional development does to a higher quality living environment.*

(B) *Planned Residential Development. The Council, after receiving the recommendation of the Planning Commission, may authorize departures from traditional dimension standards requirements of this chapter for a PRD, consistent with the intent and uses permitted in the R-1 and R-2 Districts, if the Planning Commission and the Council determine, after reviewing a complete plan, that the development is consistent with the general purposes of this chapter and that the project complies with the special requirements in this section and general development goals of the city.*

(1) *Ownership. The tract of land included in the PRD is under unified control at the time of application and is scheduled to be developed as one development.*

- (2) *Minimum size. The area included in the project consists of not less than five acres of contiguous land.*
- (3) *Lot size and density. The lot area and density allowed for uses permitted in the R-1 or R-2 Districts may be varied from the traditional standards. The maximum variation from any dimensional standard shall not exceed 25% provided the City Council finds as follows:*
 - (a) *The extent of any waiver or variation from traditional dimensional standards is commensurate with the extent of unique features and public benefit proposed in the PRD, as determined by the City Council.*
 - (b) *The provisions in § 152.064(F) (Shoreland lot size rules requiring 75 feet) are met.*
 - (c) *The PRD meets or exceeds other requirements of this chapter and the goals and policies of the Mayor Comprehensive Plan.*
- (4) *Dimensional variations. A PRD may be allowed to depart from conventional dimensional standards and requirements for uses permitted in traditional R-1 or R-2 Districts at the discretion of the City Council. Notwithstanding other provisions relating to PRDs, every structure abutting the perimeter of the PRD shall conform to yard requirements for the R-1 and R-2 Districts. The distance between buildings in the PRD District shall not be less than 20 feet.*
- (5) *Open space. In addition to the conventional park dedication requirements, a minimum of 8% of the residential portion of each PRD shall be reserved for common open space held in common ownership or dedicated for public use with approval of the Council.*

(C) *Procedure.*

- (1) *Preliminary development plan. An application for approval of a preliminary development plan for a proposed PRD shall be filed with the City Clerk, along with a customary preliminary plat, by an owner or lessee of the property. The application shall be accompanied by a filing fee and escrow for estimated expenses. The application and accompanying statements shall be submitted in three copies and shall include, in addition to such information as the Planning Commission may require, a vicinity map showing in such manner as the Planning Commission may require the relationship of the proposed PRD to the Comprehensive Plan of the City, to existing public facilities and services, and to the surrounding areas, unique features of the PRD which qualify it for special consideration, a preliminary plan of the PRD area showing proposed uses, densities, proposed street and off-street parking areas, the specifics of the development plan and the proposed schedule for development. The Planning Commission shall, after holding a public hearing in the same manner as required for amendments to this chapter, recommend approval or denial of the preliminary proposal with such changes and conditions as it may suggest and shall transmit its recommendations to the City Council.*
- (2) *Action by Council. The Council shall thereupon consider the application and shall approve or disapprove the application with such changes and conditions, if any, as it may deem appropriate.*
- (3) *Final review and approval. Within 12 months of such approval by the Council, the applicant shall file an application for review and approval of the final development plan, along with the filing of a customary final plat. A final application and its supporting documentation shall give the same information required of plats under Chapter 151 in addition to such other information as required by this chapter and by the Planning Commission for approval of the preliminary plan. In addition, the application shall be accompanied by such other documentation as specifically required by the Planning Commission and the Council for the particular PRD.*
- (4) *Action on the final application. Procedure for action by the Planning Commission and the Council on an application for review and approval of the final PRD plan shall be the same as prescribed for action on the preliminary proposal, except that a public hearing is not required. The final development plan shall conform to the preliminary development plan as approved.*

The open space requirement will need to be calculated and since Outlot A, which is 2,306,623 square feet or 52.95 acres, is set aside for future development, that acreage will be taken out of the calculation. The remaining area of the plat is 468,287 square feet or 10.75 acres and 8% of that is 37,463 square feet or 0.86 acres, which is the required amount of open space. Both outlot B (52,324 square feet) and outlot C (9,742 square feet) are proposed to be dedicated to the city for a total of 62,066 square feet or 1.42 acres of open space, which is 13.21% and meets the open space requirement.

This plan is essentially the same plan that was originally approved and staff feels that by rezoning the property to PRD by approving the preliminary development plan, it meets the intent of the zoning ordinance, At this time the proposed plat meets all of the PRD criteria listed above.

All of the lots will be required to meet the setback and lot coverage requirements as listed in the R-1 district.

Density: The entire site, excluding outlot A, consists of 10.75 acres or 468,270 square feet. Twenty-eight lots are proposed so a gross density of 2.6 units per acre is proposed.

Comments

Received: No comments have been received at the time of this memo.

Park Dedication: No parkland dedication will be required with this plat since all parkland dedication requirements have been previously satisfied with the prior phases of Coldwater Crossing.

Landscaping: Under a PRD, at a minimum, the landscaping shall follow the respective land-use guidelines. In other words, if the PRD contains uses consistent with R-1, R-2 or R-3 districts, the landscaping requirements applicable to those districts shall apply to the PRD. In the case of the R-1 district, each lot shall have two over-story trees per street frontage, located in the front yard, and when required, the side-street yard. However, additional landscape requirements may be requested at the discretion of the Planning Commission.

Sidewalks: The applicant shall be required to construct a five foot wide concrete sidewalk along the south side of Cold Lake Trail, along one side of Twin Ponds Path and along the north side of Rocky Meadow Lane east of Twin Ponds Path, for the entire length of lot 13 block 2. Although there is no sidewalk located on the existing portion of Rocky Meadow Lane in this location, the parks and trails plan within the comprehensive plan show a sidewalk along Rocky Meadow Lane and it can be expected that someday an extension of the sidewalk past the five lots along the north side of Rocky Meadow Lane will be constructed connecting the sidewalk in the 7th addition with the trail along Coldwater Xing. It can be anticipated that sidewalk will be constructed on Rocky Meadow Lane to the west when this street is extended at some time in the future. This would create a loop through the neighborhood.

Utilities: Utilities are stubbed to the site at both locations where the street extensions are to take place. The City Engineer will review the proposed utilities and the applicant will be required to satisfy any comments or conditions that may arise in regards to the utilities. Electric, gas, phone and cable will also be required to be extended throughout the development. A streetlight plan will also be needed as part of the final plat approval.

Wetlands: The Coldwater Crossing project does have outstanding wetland issues associated with it and prior to allowing the preliminary plat and rezoning to proceed forward for review for this phase, a TEP panel meeting was called to discuss these issues. This meeting was held on January 12, 2017 and at the meeting representatives from the City, the developer, the bank who was the previous owner, the Carver County SWCD and the Minnesota Board of Water and Soil Resources was present. The Army Corp of Engineers was the only jurisdiction not present.

At this meeting it was discussed how to resolve the outstanding issues which include

placing declarations over the wetlands that were created and need to be protected. This includes all or portions of four wetlands. There was also an area that was impacted that was not suppose to be and since quite a bit of time has passed, it was determined the vegetation that has been established is quality upland adjacent to a wetland and that restoration will not be needed. It was agreed upon that this upland area should also be protected under the declarations that need to be recorded.

Another item of discussion is how to proceed forward with the 7th addition if no new wetland delineation has been completed. The previous delineation is now expired and no longer valid. The applicant had met with the City last year in early fall and at that time was told that a wetland delineation was needed with any new plat since once the growing season is over delineations cannot be completed until the next spring. No delineation was completed and now any delineation would have to wait until April or May. In the case of the 7th addition no previously delineated wetlands will be impacted, however the ponds that were graded are now technically considered wetlands and a no loss exemption will be required. It is the responsibility of the applicant to submit the application for the no loss exemption on these stormwater ponds. There is also an existing gravel mining operation that was located on this site. This area also encroaches into the north end of the 7th addition, but was previously exempted under a no loss exemption so impacts to this area are allowed. The applicant is not proposing any impacts with this phase.

With all this said it was determined that the 7th addition could proceed forward without a new wetland delineation, but that a new delineation would be required for any additional phases in the future. It was also requirement that a no loss exemption is applied for with the 7th addition and that the Army Corp of Engineers is also satisfied. Just so everyone knows the Army Corp of Engineers is a federal jurisdiction and a separate permitting body than what is required under the Minnesota Wetland Conservation Act (WCA). They can different approvals than what the City requires under WCA, so a separate condition for this will be required.

Floodplain: There is floodplain that is indicated on the Carver County GIS map that comes from FEMA and there mapping. Although it appears that the floodplain will not affect any buildable areas of the proposed lots, floodplain will encroach into the rear yards of lots 1 through 3 block 3. This area coincides with the gravel mining operation that was exempted from the wetland requirements. It shall be required that the floodplain area is shown on the preliminary plat and that all floodplain is located in a outlot or a drainage and utility easement on the final plat. These floodplain areas will be more important as other phases are submitted for approval.

It also appears the area of floodplain on these lots is proposed to be filled. Any floodplain area that is proposed to be filled will require FEMA approval and be reviewed by the City Engineer. If these areas are to be filled it is possible that additional floodplain storage will need to be created elsewhere.

Shoreland Overlay: The shoreland overlay area for the South Fork of the Crow River does extend into outlot A but does not appear to encumber any of the proposed lots. The shoreland area for a river extends three hundred feet on either side of the ordinary high water mark (OHW). As future phases are developed within this area the shoreland overlay requirements will need to be satisfied. The shoreland area shall be shown on the preliminary plat.

Signage: No monument signs are proposed with this plat, but if the applicant wanted to add a sign or use marketing signs it would have to meet the requirements of sections 152.120 through 152.133 of the zoning ordinance.

City Engineer Review: The City Engineer will review the preliminary plat and related documents, which includes a grading plan, utility plan, stormwater management, etc. and any comments or requirements

will need to be satisfied by the applicant and be a condition of approval. A memo from the City Engineer was received on January 25, 2017 and all comments shall be satisfied by the applicant.

Association: At this time the applicant does not plan to create an association and no covenants have been submitted for review. If the applicant proposes to establish covenants, a copy should be provided to the City for review and for the file. Covenants are not enforced by the City, but instead would need to be enforced by the owners of the lots within the plat.

Mailboxes: The applicant will be required to place clusters of mailboxes throughout the development as required by the post office. Individual mailboxes are no longer allowed in new residential developments per the post office. A cluster mailbox plan will be required to be submitted to the City for review with the final plat.

CONDITIONS

Preliminary Development Plan (Rezoning)

If approval of the preliminary development plan (rezoning to PRD) is granted by the City Council, the following conditions are proposed to be included with the approval. The conditions listed below may be subject to modification depending upon the outcome at the City Council meeting.

1. Plat Contingency. This rezoning is contingent upon submittal and approval of a final development plan of Coldwater Crossing 7th Addition within twelve months after the approval of the preliminary development plan. The final development plan shall be submitted and reviewed along with the final plat of Coldwater Crossing 7th Addition.
2. Lot Sizes. The sizes of the lots in Coldwater Crossing 7th Addition shall meet the lot size requirements and setback requirements of the R-1 Low Density Residential District, except the lot width shall be a minimum of seventy-five feet wide.

Preliminary Plat

If approval of the preliminary plat is granted by the City Council, the following conditions are proposed to be included with the approval. The conditions listed below may be subject to modification depending upon the outcome at the City Council meeting.

1. Engineer's Comments. The preliminary plat and related documents shall be reviewed by the City Engineer and the preliminary plat shall satisfactorily address any comments and conditions as required by the City Engineer in a memo dated January 25, 2017.
2. Two Ponds Path Street Name Change. The street name Two Pond Path shall be changed to Twin Ponds Path.
3. Park Dedication. There shall be no required park dedication with this plat.
4. Sidewalks. The applicant shall be required to construct a five foot wide concrete sidewalk to City specifications along the south side of Cold Lake Trail, along one side of Twin Ponds Path and along the north side of Rocky Meadow Lane east of Twin Ponds Path, for the entire length of lot 13 block 2.
5. Wetland Delineation. No wetland delineation will be required with the approval of the Coldwater Crossing 7th Addition plat as part of the Minnesota Wetland Conservation approval process, however a wetland delineation will be required for the entire undeveloped portions of the Coldwater Crossing development prior to any future phases being reviewed.
6. No Loss Exemption. Approval of a No Loss Exemption shall be required for Coldwater Crossing 7th Addition due to the fact the stormwater ponds that were previously graded are now considered wetlands and the previously exempt mining operation area encroaches into this phase.

7. Army Corp of Engineers Approval. In addition to the Minnesota Wetland Conservation Act approval process, approval of any wetland impacts, exemptions, etc. shall be required from the Army Corp of Engineers. This may include a new wetland delineation for the Coldwater Crossing 7th Addition plat.
8. Wetland Declarations. Declarations, restrictions and covenants will be required to be drafted and recorded over wetlands 2, 6, 7 and the north half of 3 throughout the Coldwater Crossing Development as part of the final plat approval. The Declaration for wetland 2 shall include the upland area that was previously impacted and drained. All costs associated with the recording and document preparation shall be the responsibility of the applicant.
9. Future Street Extension Sign. The applicant must place signs and barricades at the end of Cold Lake Trail. The sign should state "Future Street Extension".
10. Signage. Any signs would have to meet the requirements of section 152.120 through 152.133 of the zoning ordinance.
11. Streetlight Plan. A streetlight plan will be required to be submitted with the final plat of Coldwater Crossing 7th Addition.
12. Floodplain. That the floodplain boundaries are shown on the preliminary plat and that all floodplain areas are located either in a outlot or drainage and utility easement. Any floodplain proposed to be filled will require approval from FEMA.
13. Shoreland Overlay. The shoreland overlay area does extend into Outlot A, Coldwater Crossing 7th Addition and shall be shown on the preliminary plat.
14. Outlot Dedication. Outlots B & C shall be deeded to the City when the final plat is recorded.
15. Mailboxes. A cluster mailbox plan will be required to be submitted to the City for review with the final plat.
16. Required Landscaping. Each lot shall have two over-story trees per street frontage, located in the front yard, and when required, the side-street yard.
17. Final Plat Submittal. Upon approval of the preliminary plat by the City Council, the applicant shall submit the final plat within one year after said approval, or the preliminary plat shall be considered void.
18. Development Agreement. A developers agreement, with all conditions, expectations and financing requirements, shall be executed prior to final plat approval by the City Council.

CITY COUNCIL ACTION REQUIRED

After review and discussion by the members of the City Council, two motions are in order. The first motion is to approve, deny or to table the rezoning, and the second motion is to approve, deny or to table the preliminary plat.

Possible action items - Rezoning

1. Approve the rezoning subject to conditions.
2. Table the rezoning to a date specific, and provide the applicant with direction on the issues that have been discussed.
3. Deny the rezoning request.

Possible action items - Preliminary Plat

1. Approve the preliminary plat subject to conditions.
2. Table the preliminary plat to a date specific, and provide the applicant with direction on the issues that have been discussed.
3. Deny the preliminary plat request.

If you have any questions relating to the rezoning and preliminary plat prior to the City Council meeting, please feel free to contact me at: jandersonmdg@gmail.com or call direct at 952-855-4596 or toll free at: 1-888-763-4462 ext. 3.

Sincerely,

MUNICIPAL DEVELOPMENT GROUP, LLC

John Anderson, Associate
Consulting Planner, City of Mayer

LIST OF ATTACHMENTS

- Exhibit A - Aerial Location Map
- Exhibit B - Preliminary Plat of Coldwater Crossing 7th Addition dated 12-5-16
- Exhibit C - Site Plan of Coldwater Crossing 7th Addition dated 12-5-16
- Exhibit D - Engineering Comments Dated January 25, 2017

Exhibit A - Aerial Location Map



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.

Map Date: 9/8/2016

Map Date: 9/8/2016



Real People. Real Solutions.

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Chaska, MN 55318-1172

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

January 25, 2017

City of Mayer
Attn: Luayn Ruch-Hammond
413 Bluejay Avenue
Mayer, MN 55360

RE: Coldwater Crossing 7th Addition
Engineering Review #1

Dear Luayn:

We have completed review of the information submitted for Hidden Creek 7th Addition and offer the following comments for your consideration:

1. Stormwater runoff management for this site was approved by the City as part of the original development approvals. However, additional stormwater management may be required by the Carver County Watershed Management Organization (CCWMO) to meet their current requirements. Also, the floodplain boundary for the Crow River has been revised since original approvals, and grading proposed in Block 3 may now be considered floodplain fill. The need for additional stormwater management and floodplain mitigation will need to be reviewed CCWMO. A copy of any approvals or permits required by CCWMO should be submitted conditional to final approval.
2. Due to issues with long term maintenance, drainage in rear yards for future phases should be reviewed for alternative designs to drainage pipe and structures.
3. NPDES permits are still open for all previous phases of Coldwater Crossing (five total – 4th and 5th Addition are combined). Unnecessary permits should be terminated. A new NPDES permit will be required for the proposed improvements in the 7th Addition. A copy of the new NPDES permit should be submitted prior to any land disturbing activities.
4. The Engineer's Estimate must be submitted in order to determine the Letter of Credit amount. The estimate should include all construction costs associated with grading, erosion control, utility installation, street construction, and site restoration. The Letter of Credit, totaling 125% of the Engineer's Estimate, must be submitted prior to any land disturbing activities.
5. A Stormwater Pollution Prevention Plan (SWPPP) meeting NPDES requirements will need to be submitted as part of the Final Plans. The SWPPP should include a project narrative, erosion control notes, erosion control installation schedule, erosion control maintenance schedule, pollution prevention notes, location and details of proposed erosion control devices, training documentation, and chain of responsibility. The SWPPP should also indicate perimeter erosion control measures and protection fencing will be installed by Contractor and inspected by City prior to any land disturbance. Contractor must provide 24 hour notice prior to inspection. Also, The South Fork of the Crow River is impaired for Chloride, Fecal Coli Form, Fish Bioassessments, and Turbidity. Plans should account for this accordingly.
6. The plans should be reviewed by City Public Works Staff and the Fire Chief to ensure the proposed infrastructure meets their requirements.

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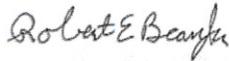
Bolton & Menk is an equal opportunity employer.

Coldwater Crossing 7th Addition
January 25, 2017
Page 2

7. Work within public right-of-way must be coordinated with the City. Contractor must provide a minimum 48 hour notice prior to work.
8. Record drawings must be submitted upon completion of the project. As-built survey shots on ponds must be obtained after construction sediment is removed and side slopes re-dressed.
9. Tie cards should be provided for each lot so that all service locations are documented.
10. Notes must be revised to indicate 6" topsoil will be placed in disturbed green areas.
11. Trashguards should be installed on all non-submerged pipe aprons.
12. Styrofoam insulation (4'x8"x4") should be provided on Cold Lake Trail at approximately station 2+00 between the watermain and 21" storm sewer crossing. Insulation should be centered on the watermain.
13. Barricades should be provided on Cold Lake Trail at the Coldwater Crossing intersection until streets are paved to direct traffic through the construction entrance.

Sincerely,

Bolton & Menk, Inc.



Robert E. Bean, Jr., P.E.
Water Resources Engineer

**CITY OF MAYER
CITY COUNCIL RESOLUTION 2-13-2017-10**

**A RESOLUTION APPROVING A TWENTY-EIGHT LOT SINGLE FAMILY DETACHED RESIDENTIAL
PRELIMINARY PLAT KNOWN AS COLDWATER CROSSING 7TH ADDITION**

WHEREAS, Coldwater X, LLC (the "Applicant" and "Owner"), has submitted a preliminary plat known as Coldwater Crossing 7th Addition to the City of Mayer (the "City") on property located north and west of the existing Coldwater Crossing development, with a PID number of 50.13003.50 (the "Property"); and

WHEREAS, the property is designated Low Density Residential on the future land use map; and

WHEREAS, the property was zoned R-1 Low Density Residential District and the applicant has applied to rezone the property to PRD Planned Residential Development and a preliminary development plan was reviewed and approved by the City Council on February 13, 2017; and

WHEREAS, a notice of public hearing for the preliminary plat for Coldwater Crossing 7th Addition was published in the *Herald Journal*, setting the hearing before the Planning Commission on February 7, 2017 at 6:30 pm or as soon thereafter as possible at 413 Bluejay Avenue to consider the request and hear testimony from all interested persons wishing to speak; and,

WHEREAS, a copy of the proposed preliminary plat for Coldwater Crossing 7th Addition was available at the City offices for public viewing; and

WHEREAS, a public hearing was held for the preliminary plat known as Coldwater Crossing 7th Addition at the February 7, 2017 Planning Commission meeting, and after review by the Planning Commission they recommended approval of the preliminary plat on a 6-0 vote; and

WHEREAS, the City Council has the authority to impose reasonable conditions on a preliminary plat; and

WHEREAS, the City Council makes the following findings of fact in support of granting approval of the preliminary plat for Coldwater Crossing 7th Addition:

- A. The legal description of the subject property is: Outlot B, Coldwater Crossing 6th Addition.
- B. The Planning report dated February 8, 2017 shall be the governing document.
- C. The Aerial Location Map is attached as Exhibit A.
- D. The Preliminary Plat of Coldwater Crossing 7th Addition dated 12-5-16 is attached as Exhibit B.
- E. The Site Plan of Coldwater Crossing 7th Addition dated 12-5-16 is attached as Exhibit C.
- F. The Engineering Comments Dated January 25, 2017 is attached as Exhibit D.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MAYER, MINNESOTA: that the preliminary plat known as Coldwater Crossing 7th Addition is hereby approved with the following conditions:

- 1. Engineer's Comments. The preliminary plat and related documents shall be reviewed by the City Engineer and the preliminary plat shall satisfactorily address any comments and conditions as required by the City Engineer in a memo dated January 25, 2017.
- 2. Two Ponds Path Street Name Change. The street name Two Pond Path shall be changed to Twin Ponds Path.
- 3. Park Dedication. There shall be no required park dedication with this plat.

4. Sidewalks. The applicant shall be required to construct a five foot wide concrete sidewalk to City specifications along the south side of Cold Lake Trail, along one side of Twin Ponds Path and along the north side of Rocky Meadow Lane east of Twin Ponds Path, for the entire length of lot 13 block 2.
5. Wetland Delineation. No wetland delineation will be required with the approval of the Coldwater Crossing 7th Addition plat as part of the Minnesota Wetland Conservation approval process, however a wetland delineation will be required for the entire undeveloped portions of the Coldwater Crossing development prior to any future phases being reviewed.
6. No Loss Exemption. Approval of a No Loss Exemption shall be required for Coldwater Crossing 7th Addition due to the fact the stormwater ponds that were previously graded are now considered wetlands and the previously exempt mining operation area encroaches into this phase.
7. Army Corp of Engineers Approval. In addition to the Minnesota Wetland Conservation Act approval process, approval of any wetland impacts, exemptions, etc. shall be required from the Army Corp of Engineers. This may include a new wetland delineation for the Coldwater Crossing 7th Addition plat.
8. Wetland Declarations. Declarations, restrictions and covenants will be required to be drafted and recorded over wetlands 2, 6, 7 and the north half of 3 throughout the Coldwater Crossing Development as part of the final plat approval. The Declaration for wetland 2 shall include the upland area that was previously impacted and drained. All costs associated with the recording and document preparation shall be the responsibility of the applicant.
9. Future Street Extension Sign. The applicant must place signs and barricades at the end of Cold Lake Trail. The sign should state "Future Street Extension".
10. Signage. Any signs would have to meet the requirements of section 152.120 through 152.133 of the zoning ordinance.
11. Streetlight Plan. A streetlight plan will be required to be submitted with the final plat of Coldwater Crossing 7th Addition.
12. Floodplain. That the floodplain boundaries are shown on the preliminary plat and that all floodplain areas are located either in a outlot or drainage and utility easement. Any floodplain proposed to be filled will require approval from FEMA.
13. Shoreland Overlay. The shoreland overlay area does extend into Outlot A, Coldwater Crossing 7th Addition and shall be shown on the preliminary plat.
14. Outlot Dedication. Outlots B & C shall be deeded to the City when the final plat is recorded.
15. Mailboxes. A cluster mailbox plan will be required to be submitted to the City for review with the final plat.
16. Required Landscaping. Each lot shall have two over-story trees per street frontage, located in the front yard, and when required, the side-street yard.
17. Final Plat Submittal. Upon approval of the preliminary plat by the City Council, the applicant shall submit the final plat within one year after said approval, or the preliminary plat shall be considered void.
18. Development Agreement. A developers agreement, with all conditions, expectations and financing requirements, shall be executed prior to final plat approval by the City Council.

Adopted by the Mayer City Council this 13th day of February, 2017.

Mayor Mike Dodge

Attest:

Luayn Ruch-Hammond, City Administrator

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Published:

Filed with Carver County:

Attachments:

Exhibit A - Aerial Location Map

Exhibit B - Preliminary Plat of Coldwater Crossing 7th Addition dated 12-5-16

Exhibit C - Site Plan of Coldwater Crossing 7th Addition dated 12-5-16

Exhibit D - Engineering Comments Dated January 25, 2017

Exhibit A - Aerial Location Map



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.

Map Date: 9/8/2016

Exhibit B - Preliminary Plat of Coldwater Crossing 7th Addition dated 12-5-16 page 1

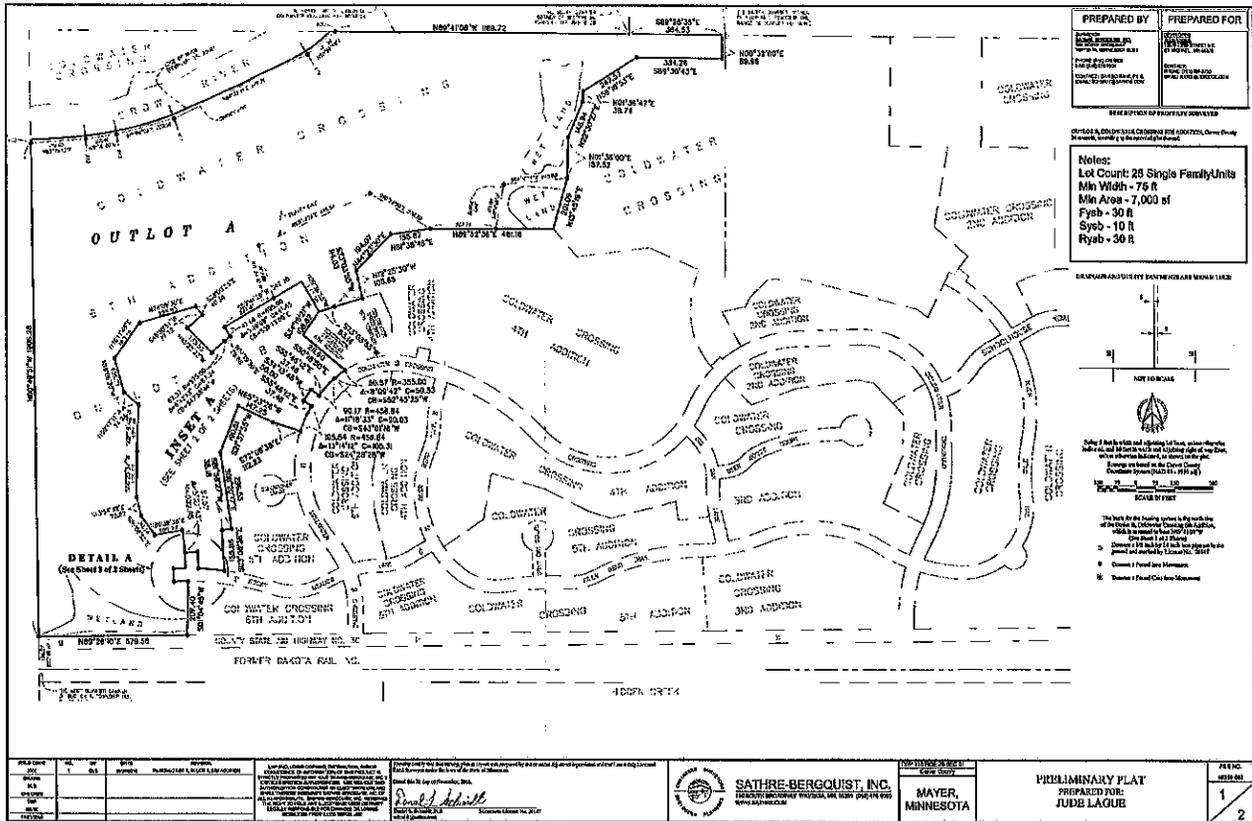


Exhibit B - Preliminary Plat of Coldwater Crossing 7th Addition dated 12-5-16 page 1

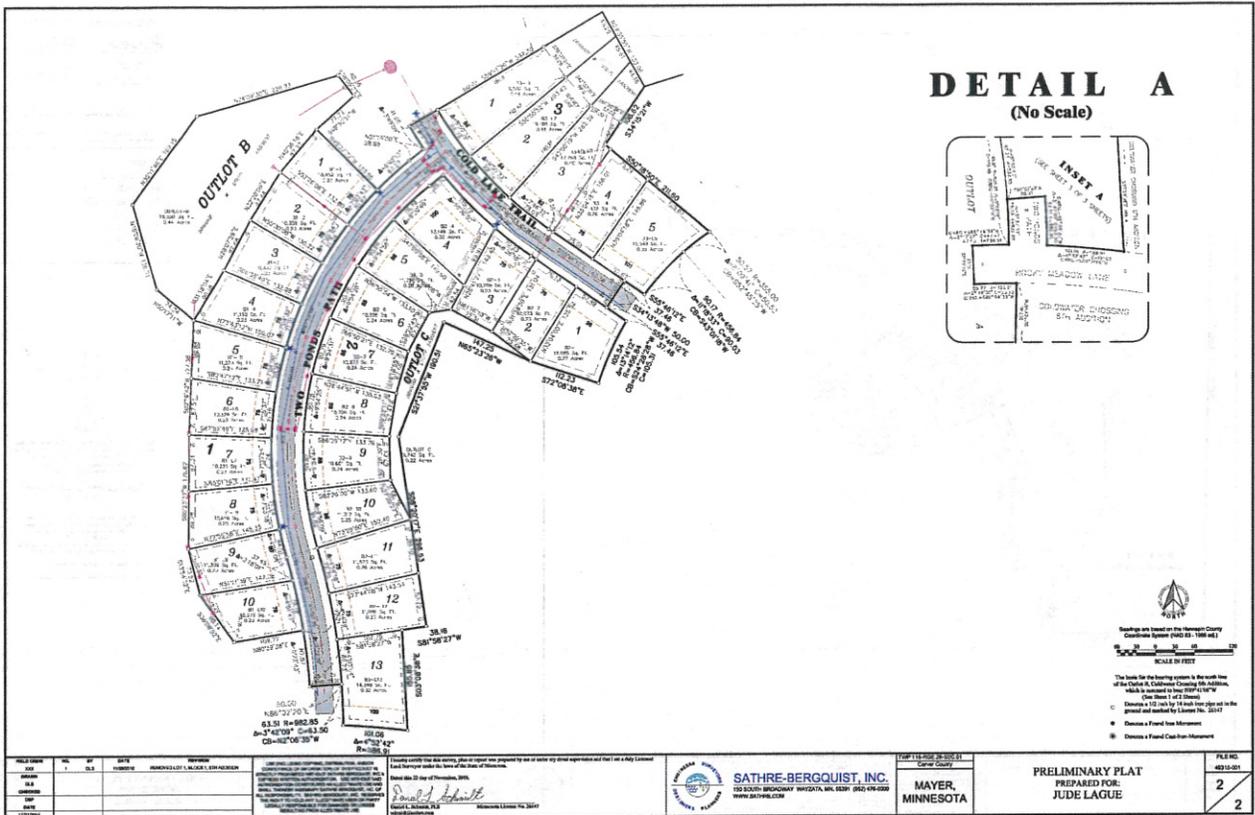
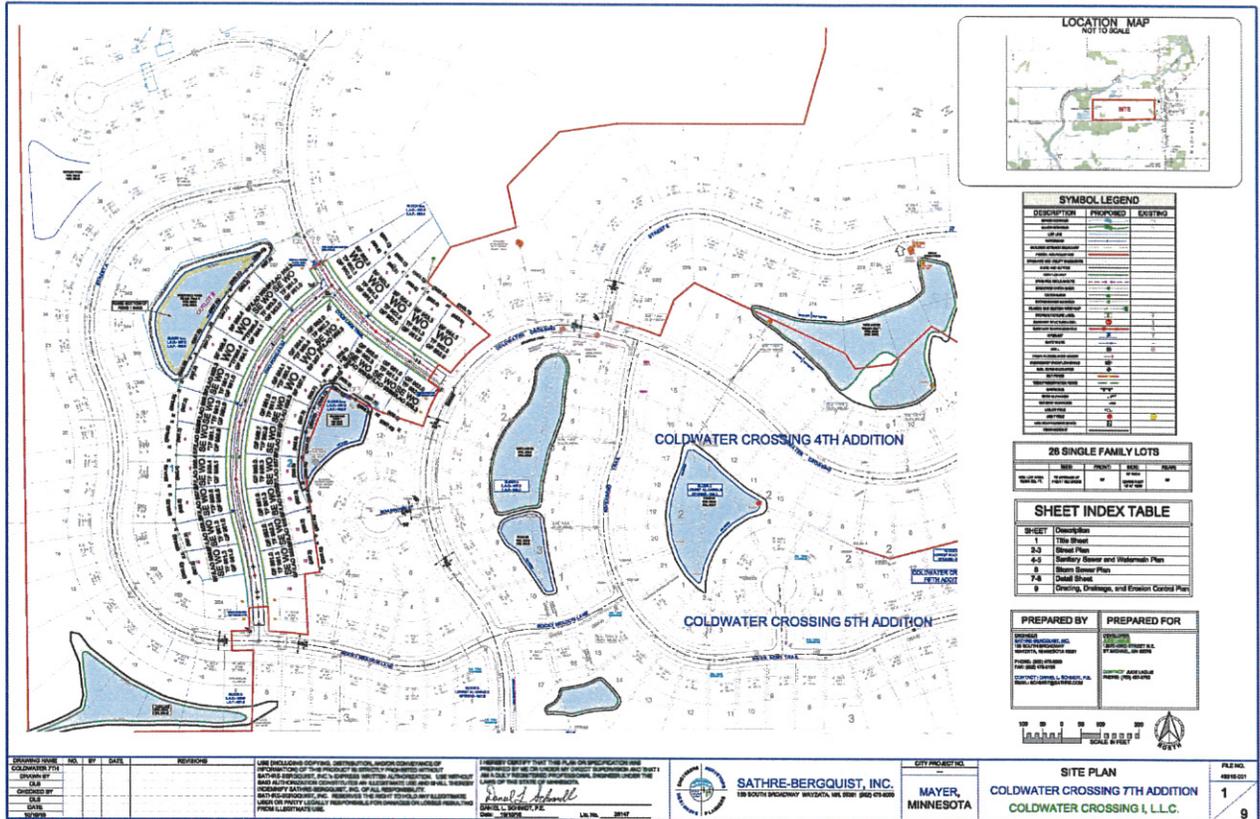


Exhibit C - Site Plan of Coldwater Crossing 7th Addition dated 12-5-16





Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

January 25, 2017

City of Mayer
Attn: Luayn Ruch-Hammond
413 Bluejay Avenue
Mayer, MN 55360

RE: Coldwater Crossing 7th Addition
Engineering Review #1

Dear Luayn:

We have completed review of the information submitted for Hidden Creek 7th Addition and offer the following comments for your consideration:

1. Stormwater runoff management for this site was approved by the City as part of the original development approvals. However, additional stormwater management may be required by the Carver County Watershed Management Organization (CCWMO) to meet their current requirements. Also, the floodplain boundary for the Crow River has been revised since original approvals, and grading proposed in Block 3 may now be considered floodplain fill. The need for additional stormwater management and floodplain mitigation will need to be reviewed CCWMO. A copy of any approvals or permits required by CCWMO should be submitted conditional to final approval.
2. Due to issues with long term maintenance, drainage in rear yards for future phases should be reviewed for alternative designs to drainage pipe and structures.
3. NPDES permits are still open for all previous phases of Coldwater Crossing (five total – 4th and 5th Addition are combined). Unnecessary permits should be terminated. A new NPDES permit will be required for the proposed improvements in the 7th Addition. A copy of the new NPDES permit should be submitted prior to any land disturbing activities.
4. The Engineer's Estimate must be submitted in order to determine the Letter of Credit amount. The estimate should include all construction costs associated with grading, erosion control, utility installation, street construction, and site restoration. The Letter of Credit, totaling 125% of the Engineer's Estimate, must be submitted prior to any land disturbing activities.
5. A Stormwater Pollution Prevention Plan (SWPPP) meeting NPDES requirements will need to be submitted as part of the Final Plans. The SWPPP should include a project narrative, erosion control notes, erosion control installation schedule, erosion control maintenance schedule, pollution prevention notes, location and details of proposed erosion control devices, training documentation, and chain of responsibility. The SWPPP should also indicate perimeter erosion control measures and protection fencing will be installed by Contractor and inspected by City prior to any land disturbance. Contractor must provide 24 hour notice prior to inspection. Also, The South Fork of the Crow River is impaired for Chloride, Fecal Coli Form, Fish Bioassessments, and Turbidity. Plans should account for this accordingly.
6. The plans should be reviewed by City Public Works Staff and the Fire Chief to ensure the proposed infrastructure meets their requirements.

H:\MAYR\C13113169\1_Corres\C_To Others\ColdwaterCrossing7thAddition_EngReview_2017-01-25.docx

Bolton & Menk is an equal opportunity employer.

Coldwater Crossing 7th Addition
January 25, 2017
Page 2

7. Work within public right-of-way must be coordinated with the City. Contractor must provide a minimum 48 hour notice prior to work.
8. Record drawings must be submitted upon completion of the project. As-built survey shots on ponds must be obtained after construction sediment is removed and side slopes re-dressed.
9. Tie cards should be provided for each lot so that all service locations are documented.
10. Notes must be revised to indicate 6" topsoil will be placed in disturbed green areas.
11. Trashguards should be installed on all non-submerged pipe aprons.
12. Styrofoam insulation (4'x8'x4") should be provided on Cold Lake Trail at approximately station 2+00 between the watermain and 21" storm sewer crossing. Insulation should be centered on the watermain.
13. Barricades should be provided on Cold Lake Trail at the Coldwater Crossing intersection until streets are paved to direct traffic through the construction entrance.

Sincerely,

Bolton & Menk, Inc.



Robert E. Bean, Jr., P.E.
Water Resources Engineer

**ORDINANCE NO 214
(Zoning Amendment)**

**CITY OF MAYER
CARVER COUNTY, MINNESOTA**

February 13, 2017

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MAYER BY REZONING CERTAIN LAND FROM EXISTING (R-1) LOW-DENSITY RESIDENTIAL TO (PRD) PLANNED RESIDENTIAL DEVELOPMENT.

THE CITY COUNCIL OF THE CITY OF MAYER, CARVER COUNTY, MINNESOTA, ORDAINS:

Section 1. The Code of Ordinances of the City of Mayer is hereby amended to change the zoning classification of the following described land from R-1 Low-Density Residential to PRD Planned Residential Development:

That portion of Outlot B, Coldwater Crossing 6th Addition, according to the recorded plat thereof that is proposed to be platted as Lots 1 through 10, Block 1; Lots 1 through 12, Block 2; and Lots 1 through 5, Block 3, Coldwater Crossing 7th Addition. This rezoning does not apply to proposed Outlots A, B and C, Coldwater Crossing 7th Addition.

Section 2. This land shall now be part of the PRD Planned Residential Development District and subject to the regulations of Section 152.057 of the Code of Ordinances of the City of Mayer as amended.

Section 3. This rezoning is contingent upon the following conditions.

1. **Plat Contingency.** This rezoning is contingent upon submittal and approval of a final development plan of Coldwater Crossing 7th Addition within twelve months after the approval of the preliminary development plan. The final development plan shall be submitted and reviewed along with the final plat of Coldwater Crossing 7th Addition. If the final plat is not approved and recorded with the Carver County Recorders office, this rezoning is null and void.
2. **Lot Sizes.** The sizes of the lots in Coldwater Crossing 7th Addition shall meet the lot size requirements and setback requirements of the R-1 Low Density Residential District, except the lot width shall be a minimum of seventy-five feet wide.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its adoption and publication according to law.

Passed and adopted by the City Council of the City of Mayer this 13th day of February, 2017.

Mike Dodge, Mayor

ATTEST: _____
Luayn Ruch-Hammond, City Administrator

(Published in the *Herald Journal* on the _____ day of _____, 2017.)

DRAFT

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 13, 2017
Item Name: Public Works Advertisement
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

Item Type (X only one): Consent Regular Session Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

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

Staff is requesting to advertise for a Public Works Worker II position for the City of Mayer. The following is the proposed job advertisement and timeline. The City of Mayer is accepting applications for the position of a full time Public Works Worker II. Responsibilities include but are not limited to emphasis on streets, sidewalks parks, snow removal, vehicle repairs maintenance of equipment, and maintenance of water and wastewater systems. Physically demanding labor includes lifting 75 pounds. Possession of a valid Class A Minnesota driver's license or ability to obtain within six months, Class D wastewater license and Class D water licenses preferable or be able to obtain as required. *Hourly wage to be determined depending on qualifications.* A complete application and job description can be found at www.mayer.govoffice.com or by calling (952) 657-1502. Send your completed application to City of Mayer 413 Bluejay Avenue Mayer, MN 55360. Deadline for applications March 13, 2017 at 4:00 PM.

Feb14-March 13	Advertise for Position
Mar-17	Personnel Committee Meets
March 28-30	Conduct Interviews for Position
April 3-7	Conduct Background & Reference Checks
Apr-17	Council Meeting to Ratify Decision
April-17	Offer Position
May-17	Start Date for New Employee

Proposed job description with changes is attached the strike throughs are the deletions and the underlined are the proposed language.

Staff is requesting approval of the job advertisement and the job description. Also, if Council wants to have an hourly wage or range that should be added to the job advertisement.

FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Other	
Budget Information:			
_____ Budgeted	_____ Non Budgeted		
_____ Amendment Required		Other	
Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	

CITY OF MAYER JOB DESCRIPTION

JOB TITLE: Public Works Worker II

DEPARTMENT: Public Works

SUPERVISION: City Administrator

EFFECTIVE DATE:

FLSA STATUS:

SALARY RANGE:

STEP STRUCTURE:

PAY GRADE:

PAY EQUITY POINTS: 193

PAY PERIODS: Bi-Weekly

HOURS WORKED: 8:00 a.m. – 4:30 p.m. Subject to after hours duties.

DEFINITIONS:

Duties of this position include maintenance of buildings, streets, storm sewer, bridges, and parks. Responsible for operating equipment such as trucks, tractors, plows, grader, sweeper, backhoe, roller and other heavy equipment. Performs duties involved in the construction, operation, maintenance, and repair of the Water and Wastewater systems.

SUPERVISION RECEIVED:

Work is performed under the primary supervision of the City Administrator.

SUPERVISORY FUNCTIONS:

~~Exercises supervision over part-time seasonal staff and public works employees. Has actual authority to perform the following supervisory functions over these employees:~~

- ~~• Assignment of duties.~~
- ~~• Performance evaluations.~~
- ~~• Prioritization of department tasks.~~
- ~~• Adjustment of employee grievances.~~

~~Has recommendation authority to perform the following supervisory functions over part-time seasonal staff and public works employees:~~

- ~~• Transfer.~~
- ~~• Suspension.~~
- ~~• Promotion.~~
- ~~• Discharge.~~
- ~~• Hiring.~~
- ~~• Rewards.~~
- ~~• Discipline.~~

EQUIPMENT/JOB LOCATION:

Works primarily outdoors in all weather conditions. May be exposed to temperature extremes and potentially hazardous conditions. Works with large industrial equipment and power tools of various sizes and weight. This job requires periods of heavy physical efforts. Works in an office at the Wastewater Treatment facility and utilizes a computer. Heavy and light equipment, hand tools, and power tools are utilized.

ESSENTIAL FUNCTIONS OF THE JOB:

- Good communication skills, both written and verbal.
- Performs computer data entry work as necessary to operate the Wastewater Treatment facility and Water Treatment Facility.
- Prepares reports on computer to comply with MPCA reporting requirements for Wastewater Treatment facility.
- Prepares reports on computer to comply with Department of Health requirements for water system.
- Constructs, operates, maintains, and repairs wells and water towers used for the production and distribution of water. Takes static levels and performs testing and control of chemical treatment.
- Constructs, operates, maintains, and repairs water mains, hydrants, water meters, and other related items.
- Performs water service connections and installs water meters and performs other related work.

- Maintains accurate records, reports, and logging of all pertinent information required by state and federal law for water and wastewater treatment operations. Work includes preparation of necessary data and reports to other governmental agencies as required.
- Constructs, operates, maintains, and repairs the wastewater treatment system which includes collection, treatment, and disposal of sludge.
- Performs the required sampling, testing, and lab work necessary in water and wastewater treatment operations.
- Operates and maintains all water and wastewater treatment equipment.
- Maintains and repairs sanitary sewer mains, manholes, flow meters, lift stations, storm sewer mains, and catch basins.
- Attends and leads safety meetings and assists all necessary safety precautions.
- Maintains buildings and grounds in the water and wastewater department.
- Maintains a courteous and cooperative attitude with citizens, municipal employees, and elected officials.
- Willingness to accept special projects or other responsibilities necessary to benefit the general operation of the City.
- Implements City established policies.
- Maintains streets, alleys, public sidewalks and other public areas.
- Keeps areas clear of bottles, glass, cans, trash and other debris.
- Maintains street signs, installs or replaces signs as necessary.
- Performs blacktop maintenance, patches potholes, repairs roadways for seal coat and overlay.
- ~~Paints and repaints yellow stripes denoting NO PARKING areas of curbing.~~
- Provides barricades and other warnings to motorists and/or pedestrian accidents that occur on City streets or public places.
- Cleans drainage systems, ditches, catch basins, and repairs drainage pipe, tile, and catch basins as needed.
- Maintains parks and public grounds.
- Repairs and maintains playground equipment, benches, picnic tables, etc.
- Maintains playground areas with sand, gravel, dirt, grass, etc.; keeps areas free of trash and debris, as necessary; keeps trash barrels available and empty.
- Mows, trims, and weeds public grass areas; fertilizes areas each spring and fall.
- Maintains buildings including City Hall, Public Works Maintenance buildings, Fire Station, and Park Restrooms/Shelters.
- Keeps all buildings secured and locked when not in use.
- Performs building maintenance, repair and cleaning as necessary.
- Performs exterior maintenance of municipal buildings, and keeps areas presentable and orderly.
- Makes buildings accessible to authorized individuals or groups in timely manner as coordinated with the City Administrator.
- ~~Attends City Council meetings as required.~~
- Performs tree inspections.
- Sprays fence lines, ballfields, etc. as necessary.
- Work involves a wide variety of heavy and light manual tasks.

- Stripes crosswalks, turn lanes, parking lots and designates handicapped parking.
- Maintains Class A Wastewater and Class C Water licenses.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to safely operate power tools of various shapes and sizes for multiple tasks.
- Ability to operate computer program necessary to comply with MPCA requirements for the Wastewater Treatment facility.
- Ability to operate computer program for the completion of the necessary reports required by the Minnesota Department of Health for water.
- Ability to operate trucks, snowplows, and other heavy equipment.
- Ability to work hours outside of normal working day on an as needed basis as the needs of the City require.
- Ability to perform essential functions of position during required hours of service.
- Ability to communicate effectively in English, both in oral and written formats.
- Possession of effective problem solving, mechanical and analytical skills.
- Ability to concentrate and use reasoning and good judgment.
- Ability to establish and achieve priorities in the work environment.
- Must be able to socially, physically, and mentally perform all essential functions of the position in the working conditions described above.
- Ability to establish and maintain positive and effective relationships with other employees, the City Administrator/Clerk/Treasurer, members of the public, and other government agencies.
- Mechanical proficiency in repairing machines and other City equipment.
- Lawn care experience.
- Ability to safely operate large industrial equipment.
- Ability to work in confined spaces which may require the use of a self-contained breathing apparatus.
- Ability to perform sustained physical labor of medium difficulty for prolonged periods of time.
- Knowledge of the principles and procedures as applied to the operation and light maintenance of trucks, lawn mowers, tractors, trimmers, payloader and similar machinery.
- Knowledge of the principles and practices applied to ballfields and playground areas.
- Skill in analyzing, interpreting and executing oral and written instructions.
- Mathematical and mechanical skills.
- Ability to communicate effectively in person, via telephone and in written form.
- Ability to make decisions in accordance with established policies and procedures.
- Ability to operate a mechanical wastewater plant.
- Ability to collect, test, and conduct lab necessary for water and wastewater treatment operations.
- Must possess requisite knowledge of state and federal water/wastewater rules required as part of the operation of the water/wastewater system.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions of this position. Specific vision abilities required by this position include close vision, distance vision, peripheral vision, and the ability to focus as it relates to such tasks as driving a vehicle, operating equipment, processing paperwork, overseeing public activities, etc. Considerable ability to use fine motor skills necessary to manipulate objects requiring manual dexterity. Considerable ability to use large motor skills which include bending, walking, balancing, kneeling, pushing and pulling during the workday. Employee is frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools or controls and reach with hands and arms.

- SITTING: In vehicles and at training sessions.
- STANDING: On job sites and hard slippery surfaces.
- REPETITIVE MOVEMENT: With hand/wrists while driving, using tools and equipment.
- SIGHT: Performing work and operating equipment safely.
- HEARING: Communicating with personnel and the public in person, by radio and telephone, hearing warning mechanisms on equipment and vehicle. Noise level is usually moderate.
- SPEECH: Answering telephones and radios, speaking with supervisor, other personnel and the public.
- LIFTING: Tools, supplies, materials, and equipment. Ability to lift up to 75 pounds.
- WALKING: Performing maintenance duties within job sites.
- CLIMBING: Getting onto machinery, equipment, and ladders. Heights could be over 8 feet in the air.
- REACHING: Retrieving supplies, materials, and equipment. Performing maintenance duties in all city buildings.
- PULLING/PUSHING: Using tools and equipment of various sizes, weights, and shapes.
- GRASPING: Pens, pencils, radios, tools, and various equipment.
- TWISTING/TURNING: Performing work at job sites and on equipment.
- KNEELING: Performing work at job sites and on equipment.

ENVIRONMENTAL CONDITIONS:

The position requires exposure to the following:

- NOISE: Moderate to high level from machinery, trucks, and heavy equipment.
- FUMES: Odors from equipment, vehicles, paint, chemicals, gasoline, asphalt, oils, cleaning agents, sealers, and trash pick/disposal.
- DUST: High levels of wood dust, dirt, fertilizers, pesticides, outside air dust.
- CHEMICALS: Paints, sprays, chemicals used in public works and parks maintenance operations.

MINIMUM QUALIFICATIONS:

- High School graduate or GED.

- Valid Minnesota Commercial Driver's License, Class A, with air brake endorsement or must obtain a license within six months of employment. upon notification of employer to obtain license.
- Must have a driving record acceptable to the City of Mayer.
- Ability to perform the physical elements of the essential job functions in the outdoors and in a building.
- Ability to lift up to 75 pounds.
- Must comply with DOT testing requirements and regulations for the operation of City motor vehicles.

PREFERRED QUALIFICATIONS:

- Valid Minnesota Commercial Driver's License, Class A.
- Two years of post high school education in mechanical repair of industrial and motorized vehicles.
- Three years of public works or related experience may be substituted for post secondary course work.
- Class D wastewater and Class D water license

NON-DISCRIMINATION POLICY:

The City of Mayer will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Mayer reserves the right to change and/or eliminate any and all job duties if needed. This position is subject to DOT drug and alcohol testing.)

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 13, 2017
Item Name: Holiday Decorations
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):
Item Type (X only one): Consent Regular Session Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)
 A motion authorizing the purchase of 5 snowflake Christmas decorations in the amount of \$1,270.

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

Last year after Christmas the City was able to take advantage of a discount on new holiday decorations. Below are the proposed holiday decorations regular price and sale price.

Description	Regular	Sale Price	Savings
3.5' Fancy Forked	\$279.00	\$220.00	\$59.00
3' Deluxe Burst	\$279.00	\$223.00	\$56.00
4' Diamond Snowflake	\$279.00	\$223.00	\$56.00

In order to replace all of the wreaths the City would need to purchase 10 new holiday decorations. Staff is proposing that the City purchase 5 new holiday decorations in 2017 and 5 in 2018. The total cost for the 5 would be \$1,270.00 with shipping.

The City did budget \$2,000 for City beautification the other item that are paid from the City Beautification line item are the planters for the downtown. The planters cost is around \$500.

Staff is requesting authorizing to purchase of 5 snowflakes for holiday decorations in the amount of \$1,270.00.

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	
Budget Information:	
Budgeted	
Non Budgeted	
Amendment Required	Other

Approved _____ **Denied** _____ **Tabled** _____ **Other** _____
Resolution No. _____ **Ordinance No.** _____

Luayn Ruch-Hammond

From: [redacted] Lori Lundeen [llundeen@displaysales.com]
Sent: Monday, February 06, 2017 11:07 AM
To: Luayn Ruch-Hammond
Subject: RE:

If you order during the sale (By 3/30/2017), the cost per decoration is as noted on the proposal, quantities don't come into play. For \$1,500 you can order:

Qty 6 each (2 of each of the 3 designs noted on the proposal) = \$1,332 shipping \$170 = \$1,502

Qty 5 each (used \$223 amount) = \$1,115 shipping \$170 = \$1,285



DISPLAYSALES

Lori Lundeen | Display Sales | Sales Specialist
10925 Nesbitt Avenue South, Bloomington, MN 55437
Office: 952-767-4688 | Fax: 952-885-0099 | Toll Free: 800-328-6195
llundeen@displaysales.com | www.displaysales.com | [Online Catalogs](#)



From: Luayn Ruch-Hammond [mailto:cityadmin@frontiernet.net]
Sent: Monday, February 06, 2017 11:00 AM
To: Lori Lundeen
Subject: RE:

The City budgeted \$2,000 we need to keep \$500 for other expenses. So we can only spend up to the \$1,500. I am now thinking that we will buy 5 this year.

Luayn

From: Lori Lundeen [mailto:llundeen@displaysales.com]
Sent: Monday, February 06, 2017 10:29 AM
To: Luayn Ruch-Hammond
Subject: RE:

Hi,

Shipping costs would be \$170 for 10 decorations. If someone wants to pick up the order here, you would save some money.



QUOTE

DISPLAYSALES

Display Sales
 10925 Nesbitt Avenue S
 Bloomington, MN 55437
 P: 800-328-6195
 F: 952-885-0099
 www.displaysales.com

QUOTE NO: QO-013155-4
 DATE: 2/7/2017
EXPIRATION DATE: 2/25/2017
 CUSTOMER ID: 134393

Ship To: Luayn Murphy
 Mayer City Hall
 413 Bluejay Avenue
 Mayer, MN 55360

Bill To: Luayn Murphy
 City of Mayer
 PO Box 102
 Mayer, MN 55360

PREPARED BY		JOB	PAYMENT TERMS		REQUEST DELIVERY DATE
Lori Lundeen		Luayn Murphy	Net 20		2/6/2017
QUANTITY	DESCRIPTION	UNIT PRICE			AMOUNT
5	3.5' Fancy Forked Snowflake Silhouette Size : 3.5' SM Color : Silhouette Style : FForked SF	220.00			1,100.00
5	Decoration Hardware Kit consisting of: Size : 27"BlkBand Style : SpadeMnt	0.00			0.00
SUBTOTAL					1,100.00
SHIPPING & HANDLING					170.00
SALES TAX					0.00
TOTAL					1,270.00

To accept this quotation, sign here and return.

Thank you for your business.



Terms & Conditions

DISPLAYSALES

GRAPHIC ART SERVICE:

Display Sales encourages customers to provide vector based artwork so that the process of proofing and printing may proceed quickly without interruption. Otherwise, if artwork is unusable, graphic art services will be billed at \$125 per hour to correct unusable art, redraw non-formatted art, or design and create custom imagery (per customer request). Alterations are \$50 per hour. You will be contacted by one of our Graphic Arts team and provided a proof. Send your artwork to: artwork@displaysales.com

PRODUCTION TIMEFRAMES:

Normal production time is 15 working days AFTER art proof is approved and down payment is received. Rush requests on approval. 10% over/under on Premium/Promotion product orders is standard.

TERMS:

- 50% down payment prior to production on custom imprinted products.
- Check, Non-cancellable Purchase Order, or credit card accepted for down payment.
- Balance due net 20 days after final invoice.
- F.O.B. Display Sales ~ shipping & handling charges based on destination and size of order.

WARRANTIES for DECORATIONS:

- All invoices for products must be paid in full before warranty is in effect
- 5 SEASONS* - protection on steel frames and pole installation hardware
- 3 SEASONS* - protection on decoration components; Pine and Metallic garlands, electrical wiring harnesses, sockets, plugs, powder coating and paint on decoration frames. Also included: heavy insulated 12 gauge and 14 gauge electrical wiring, and 16 gauge SureLock™ Wire sets.
- * One SEASON equals (3) months.

NOT COVERED BY WARRANTY:

Damage or rusting caused by ice load; air borne road salt and/or other corrosives; bulb breakages/burnout/dicoloring/fading; damage from electrical shorts or power surges; miniature light sets; rope light product; damage in transit; inappropriate handling/storage/installation; and products that are installed too low on light poles that lend themselves to vandalism and being hit by trucks. Any acts of Nature. Due to exposure to sunlight, all products are susceptible to some fading.

All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

WARRANTIES for BANNERS:

- VINYL - 18 oz single ply - Not Prorated - 90 days of continuous use
- VINYL - 13 oz 2 ply construction - Not Prorated - 12 months of continuous use
- WEATHERGUARD - NOT prorated for 4 SEASONS* or 12 months of continuous use
- BRACKET SYSTEMS - 100% NOT prorated for 4 SEASONS* - or 12 months of continuous use
- * One SEASON equals (3) months.

NOT COVERED BY WARRANTY:

Any banner greater than 30" x 84" in size or any banner not installed using a top and bottom rod pocket.

Failure to install bracket systems and banners according to Display Sales Installation Instructions or to store banners properly will void this warranty.

All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

WARRANTY RESPONSIBILITY:

Customer is responsible for the cost of removal, reinstallation and shipping incurred for merchandise being repaired or replaced. Customer participation is required to troubleshoot product issues, which will provide a timely resolution.

SHIPPING & FREIGHT RESPONSIBILITY:

All product is shipped via FOB origin Display Sales. Customer takes ownership of the product once it is picked up by the carrier and is responsible for it at that point. UPS, Fed EX, and LTL trucking companies are common carriers.

Customer is responsible for counting the number of boxes delivered and inspecting the boxes for any visible damage. For LTL shipments, customer must sign the delivery receipt as "damaged" or "missing boxes" if this is the case. Display Sales is ineligible to file a freight claim on your behalf if this is not noted on the delivery receipt. Customer will then incur all product replacement costs.

Freight charges after delivery may occur for additional services rendered per customer request. For example, a call ahead of delivery, scheduling a delivery appointment, driver unloading the truck, residential delivery, change of delivery address, delivery inside an office, lift gate, and congestion fee based on limited access to delivery address. Customer agrees to pay all additional charges requested.

RETURN POLICY:

Returns are accepted within 30 days of purchase providing a proper Return Goods Authorization (RGA) number is first obtained. Please call 1-800-328-6195 to obtain your RGA number. Shipping charges are not refundable on orders that have been shipped. Items must be in their original condition and original packaging. No returns will be accepted nor credit given for items not in their original condition.

Restocking fees up to 25% may apply to items returned

Luayn Ruch-Hammond

From: Lori Lundeen [llundeen@displaysales.com]
Sent: Thursday, January 26, 2017 12:40 PM
To: cityadmin@frontiernet.net
Subject: Snowflakes
Attachments: Mayer MN decorations.pdf; ht page 20 2016 WhiteLine PoleDecos.pdf; ht page 22 2016 WhiteLine PoleDecos.pdf

Hi Luayn,

See the attached proposal for your meeting on February 13th. The unit sale price which is noted, is valid on any quantity ordered and is effective until March 30, 2017.

I provided pricing on the 3.5' fancy forked snowflake which is the design you ordered last year (catalog page 20). I also included the 4' diamond snowflake (catalog page 22) and the 3' deluxe SnoBurst on page 20. The catalog pages are attached as well. If you alternate a few different snowflake designs down the street, the look is cohesive but it has a bit more visual impact.

When you determine what designs you want this year, I will update the proposal accordingly. Shipping and handling will be added to final order.

If you need further information, please let me know.

Kindest regards,



DISPLAYSALES

Lori Lundeen | Display Sales | Sales Specialist
10925 Nesbitt Avenue South, Bloomington, MN 55437
Office: 952-767-4688 | Fax: 952-885-0099 | Toll Free: 800-328-6195
llundeen@displaysales.com | www.displaysales.com | [Online Catalogs](#)





QUOTE

DISPLAYSALES

Display Sales
 10925 Nesbitt Avenue S
 Bloomington, MN 55437
 P: 800-328-6195
 F: 952-885-0099
 www.displaysales.com

QUOTE NO: QO-013155-1
 DATE: 1/26/2017
 EXPIRATION DATE: 2/25/2017
 CUSTOMER ID: 134393

Ship To: Luayn Murphy
 Mayer City Hall
 413 Bluejay Avenue
 Mayer, MN:55360

Bill To: Luayn Murphy
 City of Mayer
 PO Box 102
 Mayer, MN 55360

PREPARED BY	JOB	PAYMENT TERMS	REQUEST DELIVERY DATE
Lori Lundeen	Luayn Murphy	Net 20	1/26/2017
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	3.5' Fancy Forked Snowflake Silhouette Size : 3.5' SM Color : Silhouette Style : FForked SF	220.00	220.00
1	3' Deluxe Burst Snowflake Silhouette Size : 3' SM Color : Silhouette Style : SnoburstSF	223.00	223.00
1	4' Diamond Snowflake Silhouette Size : 4' SM Color : Silhouette Style : DiamondSF	223.00	223.00
1	Decoration Hardware Kit consisting of: Size : 27"Blk&Band Style : SpadeMnt	0.00	0.00
SUBTOTAL			666.00
SHIPPING & HANDLING			0.00
SALES TAX			0.00
TOTAL			666.00

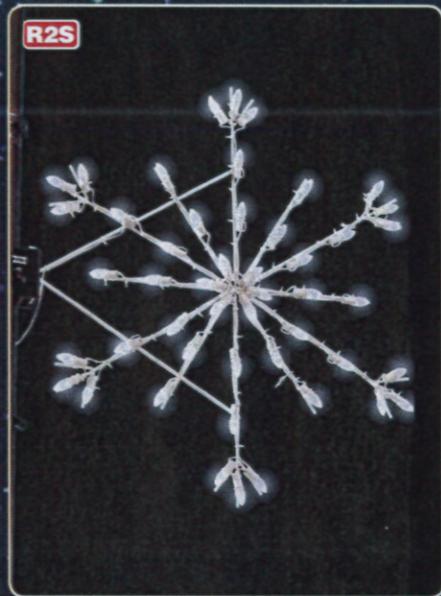
To accept this quotation, sign here and return.

Thank you for your business.

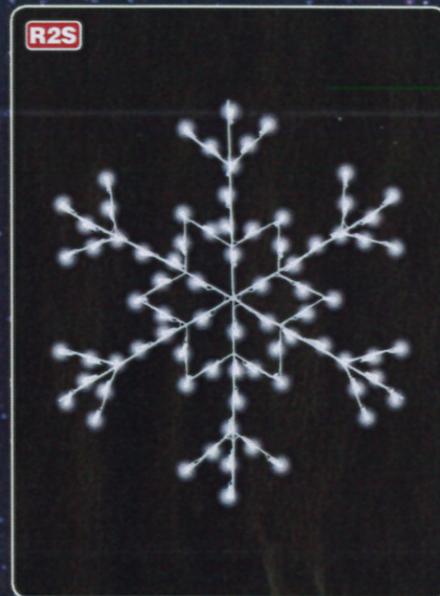
White Line Collection™ Pole Decorations

White Line Collection™

- Heavy-duty steel rod construction with corrosion-resistant coating
- Made with brilliant crystal-cut LED C-7 energy-saving bulbs



R2S
3' Deluxe SnoBurst
48 LED Bulbs: \$279

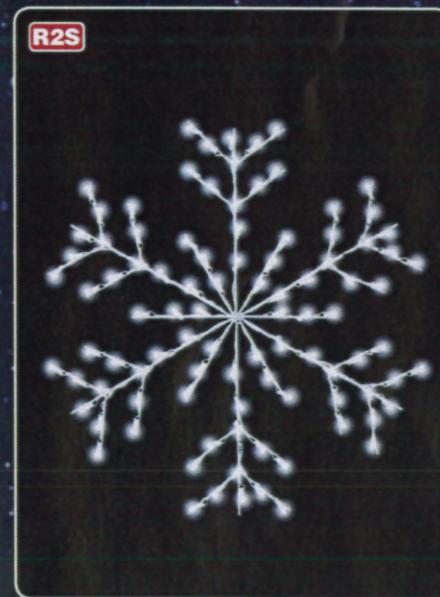


R2S
2.5' Star Snowflake
42 LED Bulbs: \$259

R2S
6' Star Snowflake
78 LED Bulbs: \$419



R2S
3' Dove
34 LED Bulbs: \$259



R2S
3.5' Fancy Forked Snowflake
48 LED Bulbs: \$279

M2O
5' Fancy Forked Snowflake
96 LED Bulbs: \$439

White Line Collection™ Pole Decorations

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4' Diamond Snowflake: 48 LED Bulbs, \$279
6' Diamond Snowflake: 60 LED Bulbs, \$389



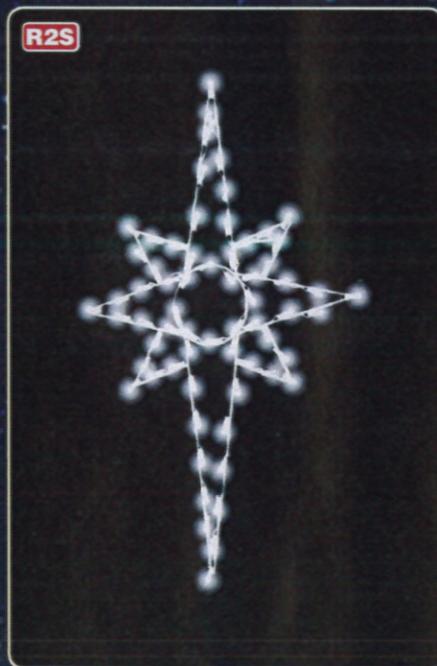
8' Classic Winter Snowflakes
 97 LED Bulbs: \$899



6' Reindeer
 66 LED Bulbs: \$349



8' Snowflake and Ribbons
 86 LED Bulbs: \$749



3' Bethlehem Star: 47 LED Bulbs, \$259
5.5' Bethlehem Star: 66 LED Bulbs, \$409



6' Shooting Snoburst
 41 LED Bulbs: \$399
8' Shooting Snoburst
 49 LED Bulbs: \$469
12' Shooting Snoburst
 82 LED Bulbs: \$719

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 13, 2017
Item Name:	Collaboration Agreement
Originating Department:	Administration
Presented by:	Luayn Ruch-Hammond
Previous Council Action (if any):	

Item Type (X only one):	Consent	Regular Session	<input checked="" type="checkbox"/>	Discussion Session
--------------------------------	---------	-----------------	-------------------------------------	--------------------

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

A motion authorizing the Mayor's signature on the Collaboration agreement and the ERSI form.

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

The City had discussions with the County about assisting the City in GIS mapping of the City's infrastructure. The mapping of the infrastructure, once completed will allow staff to be more efficient in the location of City infrastructure. This will be used to document maintenance records of the infrastructure and to document repairs. There will be some additional costs to complete the mapping which can be budgeted in 2018.

The Collaboration Agreement with Carver County is a three year agreement with an annual cost of \$1,014.29. This is for licensing of the ESRI software. This agreement allows the City to be able to access the County's GIS software.

Staff is recommending the Mayor's signature on the Collaboration agreement and the ERSI form.

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Other
Budget Information:	
<input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	

Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	

Luayn Ruch-Hammond

From: Peter Henschel [PHenschel@co.carver.mn.us]
Sent: Thursday, February 02, 2017 4:21 PM
To: Luayn Ruch-Hammond
Subject: ESRI License Agreement Renewal
Attachments: Cost Formula - 2017.xlsx; Carver County 2017 ELA Renewal.pdf; ELA - City-CarverCountyAgreement - MAYER.DOCX; Mayer - ESRI Form.pdf

Categories: Red Category

Luayn,

I have everything ready for the renewal of the ESRI Enterprise License Agreement (ELA) ready for your review. It is important that we keep this moving as our licenses for GIS will expire at the end of March.

I have attached 4 documents for your review. Two of them need signatures and I will emphasize those below.

- **Cost Formula – 2017.xlsx**

This 3 year renewal will include the following cities Chanhassen, Chaska, Waconia, Victoria, Norwood Young America, Watertown and Mayer (new in 2017). The cities portion of the ELA is \$45,000 per year. The cost for each city is determined by population. The 2014 estimated population of the Metropolitan Council was used in the cost break down.

- **Carver County 2017 ELA Renewal.pdf**

The entire ESRI ELA license agreement for your review

- **ELA – City-CarverCountyAgreement – MAYER.docx – Signature Required**

This document is the same agreement we used in 2014 between the city and the county. It lays out the cost each year and party responsibilities. The major change in the document will be dollar amount.

- **Mayer – ESRI Form.pdf – Signature Required**

Signature page from the ESRI ELA for your community for participation. This page will be part of the full agreement that goes back to ESRI.

Please return the 2 signature documents to me. Email is fine.

Can you also let me know how long this process might take at your organization. I know some of the cities will have to put it on their city council agendas.

Please contact me with any questions. Lots of information.

Thanks for your collaboration.

Pete

Peter Henschel
Interim IT Director
Development & GIS Supervisor

Disclaimer: Information in this message or an attachment may be government data and thereby subject to the Minnesota Government Data Practices Act, may be subject to attorney-client or work product privilege, may be confidential, privileged, proprietary, or otherwise protected. The unauthorized review, copying, retransmission, or other use or disclosure of the information is strictly prohibited. If you are not the intended recipient of this

ESRI (GIS Software) Enterprise License Costs					
City	2014 Population	Percentage	Proposed ELA Cost	2013-16 Cost	Cost Increase
Chanhassen	24,503	30.82%	\$13,868.92	\$11,758.90	\$2,110.02
Chaska	25,270	31.78%	\$14,303.05	\$12,140.79	\$2,162.26
NYA	3,731	4.69%	\$2,111.78	\$1,799.72	\$312.06
Victoria	8,462	10.64%	\$4,789.57	\$3,821.00	\$968.57
Waconia	11,520	14.49%	\$6,520.43	\$5,479.59	\$1,040.84
Watertown	4226	5.32%	\$2,391.96	\$2,009.62	\$382.34
Mayer	1792	2.25%	\$1,014.29		
Total Cost	79,504	100.00%	\$45,000.00		
Based on 2014 Metropolitan Council Estimated Population					
City ELA \$45,000/year					

**COLLABORATION AGREEMENT BETWEEN
COUNTY OF CARVER AND CITY OF MAYER**

This Agreement (the "Agreement") is made by and between County of Carver ("Carver County") and City of Mayer ("Mayer") on this _____ day of _____, 2017.

WHEREAS, Carver County and Mayer are interested in sharing the cost of a Small Municipal and County Enterprise License Agreement (ELA) from Environmental Systems Research Institute, INC. (ESRI),

WHEREAS, this collaboration agreement defines the cost sharing and responsibilities of the two organizations,

WHEREAS, the intent of this agreement is to create one agreement for licensing ESRI software, providing financial savings and opportunities to expand GIS software solutions within both organizations.

THEREFORE, in consideration of the mutual promises, covenants, and consideration herein contained and by the authority provided by Minnesota Statutes Section 471.59, the Parties agree as follows:

The purpose of this Agreement is to provide for the cooperative exercise of the Parties' powers in securing the licensing of ESRI software for their constituents. Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties and Minnesota Statute Section 16E.18 authorizes municipalities to cooperate in providing information technology services.

I. Responsibilities for Carver County. Carver County agrees:

1. To renew the ELA with ESRI that includes the cities of Carver County.
2. Carver County GIS will be the main point of contact for ESRI software, training and licensing for Mayer.
3. Carver County will provide software keycodes to Mayer that fall under the ELA each year of the agreement.
4. Carver County will manage the 4 International User Conference passes.
5. Carver County will invoice Mayer on May 1st, 2017, May 1st 2018 and May 1st, 2019 for their portion of the ELA described in Section III.

II. Responsibilities of Mayer. Mayer agrees:

1. Sign the Eligible Agency Acknowledgement Statement (Appendix B) of the Master ELA from ESRI.
2. To pay \$1,014.29 per year to become a participating organization in the ESRI ELA The dollar amount agreed upon by all participating organizations.
3. To pay any applicable sales tax for the ESRI ELA paid by Carver County.
4. To follow the terms and conditions of the ESRI ELA.

III. Cost and Charges: The parties agree as follows:

I. Mayer shall pay Carver County One Thousand Fourteen and 29/100 (\$1,014.29) to be a participating organization per year in the Small Municipal and County Enterprise License Agreement. Carver County shall invoice Mayer after May 1st of each year of the contract (2017, 2018, 2019), the invoice shall be paid within thirty (30) days of the invoice date.

IV. Term: The term of this Agreement shall be for 3 years starting from the date the contract with Environmental Systems Research Institute, INC. is signed for the Small Municipal and County Enterprise License Agreement by Carver County in 2017.

V. Termination. Either party may terminate this Agreement for material breach upon written notice to the non-breaching party describing in reasonable detail the nature, scope and extent of breach provided the noticed party has not remedied the breach within ninety (90) days after receipt of the notice.

VI. Authorized Representatives. Each Party shall designate a representative for purposes of administration of this Agreement (the "Authorized Representative"). Each Authorized Representative shall have authority for acceptance of services and shall be the point of contact for all payments due under this Agreement. Either Party changing the designation of its Authorized Representative shall notify the other Party pursuant to the notice provision of this Agreement.

Mayer Authorized Representative:

Carver County Authorized Representative:

Peter Henschel

VII. Assignment. Except as specifically provided herein, neither Party shall assign, transfer or delegate any rights or obligations under this Agreement, either directly or indirectly by any means, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied.

VIII. Amendments. This Agreement contains all the terms agreed to by the Parties and any promise or communications of any type not reflected in the Agreement are null and void. Any

amendments to this Agreement shall be in writing and shall be executed by the same Parties (or their successors in interest) who executed this Agreement.

IX. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

X. Notices. All notices and other communications required or permitted shall be given in writing and shall be delivered or sent to the Parties at their respective addresses indicated here, by U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service.

The parties to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this section.

XI. Force Majeure. The Parties understand that acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, fires, explosions, earthquakes, floods or other unusually severe weather conditions or other environmental disturbances, strikes, or other circumstances not under the control of the Parties ("Force Majeure") may delay performance as set forth in this Agreement. In the event a Force Majeure even materially limits either Parties or the Parties' ability to perform under this Agreement such limitation shall not be considered a breach of the terms of this Agreement.

XIV. Indemnification. The Parties' total liability under this Agreement shall be governed by Minnesota Statutes Section 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Parties, their officials, agents, and employees, from any liability, loss, or damages the other Parties may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Minnesota Statutes Section 471.59, subd. 1a shall govern any and all claims or actions against EMACS and the individual Parties.

XV. Miscellaneous.

1. The failure of either Party to give notice of default, or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of any extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the Parties in writing.
2. This Agreement sets forth the entire understanding of the Parties.
3. This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective successors and assigns.
4. Each Party warrants and represents that it is duly authorized to execute this Agreement.
5. Third Parties shall have no recourse against Mayer or Carver County under this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

For CITY of MAYER

For COUNTY of CARVER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



December 16, 2016

Mr. Peter Henschel
County of Carver
600 E 4th St
Chaska, MN 55318-2173

Dear Peter,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
 Attn: Customer Service SG-ELA
 380 New York Street
 Redlands, CA 92373-8100

e-mail: service@esri.com
 fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Brent Sherman

Brent Sherman | Account Manager

Esri | 880 Blue Gentian Road, Suite 200 | St. Paul, MN 55121-1670 | USA

O 651-454-0600 x1254 | C 972-989-5681

bsherman@esri.com | esri.com



Quotation # 20499278

Date: December 16, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
 380 New York Street
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 13099 Contract # ENTERPRISE AGREEMENT

County of Carver
 Information Services
 600 E 4th St
 Chaska, MN 55318-2173

ATTENTION: Peter Henschel
 PHONE: (952) 361 1549
 FAX: (952) 361-1582

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 12/16/2016 To: 03/16/2017

Material	Qty	Description	Unit Price	Total
149390	1	Year 1: Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement	109,000.00	109,000.00
150540	1	Year 1: Esri Community Analyst Level 1 Plan (for use with ArcGIS Online); Includes Up to 5 Named Users Term License	500.00	500.00
134812	1	Year 1: ArcGIS GeoEvent Extension for Server Enterprise Standard (Windows) Up to Four Cores 365 Day Term License	3,000.00	3,000.00
149390	1	Year 2: Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement	109,000.00	109,000.00
150540	1	Year 2: Esri Community Analyst Level 1 Plan (for use with ArcGIS Online); Includes Up to 5 Named Users Term License	500.00	500.00
134812	1	Year 2: ArcGIS GeoEvent Extension for Server Enterprise Standard (Windows) Up to Four Cores 365 Day Term License	3,000.00	3,000.00
149390	1	Year 3: Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement	109,000.00	109,000.00
150540	1	Year 3: Esri Community Analyst Level 1 Plan (for use with ArcGIS Online); Includes Up to 5 Named Users Term License	500.00	500.00
134812	1	Year 3: ArcGIS GeoEvent Extension for Server Enterprise Standard (Windows) Up to Four Cores 365 Day Term License	3,000.00	3,000.00
			Item Total:	337,500.00
			Subtotal:	337,500.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$337,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Brent Sherman	Email: bsherman@esri.com	Phone: (909) 793-2853 x1254
<p>The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.</p> <p>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</p>		



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**REGIONAL GOVERNMENT
 ENTERPRISE LICENSE AGREEMENT
 (RG1)**

This Agreement is by and between County of Carver ("Managing Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Optional Server

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
 Two (2) Esri CityEngine Advanced Single Use Licenses
 500 Level 1 ArcGIS Online Named Users
 500 Level 2 ArcGIS Online Named Users
 62,500 ArcGIS Online Service Credits
 500 Level 1 ArcGIS Enterprise Named Users
 500 Level 2 ArcGIS Enterprise Named Users
 7 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Managing Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date"). An executed Agreement transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

This Agreement authorizes the entities listed in Attachment 1 (each an "Authorized Entity") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

County of Carver
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Licensee" means Managing Customer and Authorized Entity.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Managing Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Licensee's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities,

either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

3.6 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Managing Customer. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product

Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed during the Term of Agreement, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee thirty (30) calendar days before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger,

or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

**ATTACHMENT I
AUTHORIZED ENTITY LIST**

1. Authorized Entity Name: City of Carver
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

3. Authorized Entity Name: City of Chaska
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

2. Authorized Entity Name: City of Chanhassen
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

4. Authorized Entity Name: City of Cologne
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

5. Authorized Entity Name: City of Hamburg
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

6. Authorized Entity Name: City of New Germany
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

7. Authorized Entity Name: City of Mayer
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

8. Authorized Entity Name: City of Norwood Young
America
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

9. Authorized Entity Name: City of Victoria
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

10. Authorized Entity Name: City of Waconia
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

11. Authorized Entity Name: City of Watertown
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

12. Authorized Entity Name: _____
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ County of Carver _____ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

City of Mayer
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____



January 27, 2017

Mayor Chris Capaul
City of Mayer
413 Bluejay Ave.
Mayer, MN 55369

Dear Mr. Capaul:

Please, be advised that effective March 1, 2017, NU-Telecom will be adding the following channels to its existing lineup:

TPT Kids SD – channel 199
TPT Kids HD – channel 899
TPT Minnesota HD – channel 898

These channel additions are not cost-affecting. Attached, please, find an updated channel lineup.

Should the City have any questions concerning this notice, please, do not hesitate to contact me at (507) 233-4169.

Sincerely,

Kathy Lund
Regulatory & Administrative Manager

/gpt

Corporate Headquarters
New Ulm Telecom, Inc.
27 N. Minnesota St.
New Ulm, MN 56073
Voice: 507 354-4111
Fax: 507 354-1982

Redwood Falls
NU-Telecom
137 East 2nd St.
Redwood Falls, MN 56283
Voice: 507 627-4111
Fax: 507 627-4110

Springfield
NU-Telecom
22 South Marshall St.
Springfield, MN 56087
Voice: 507 723-4211
Fax: 507 723-4377

Aurelia, IA
NU-Telecom
221 Main St.
Aurelia, IA 51005
Voice: 712 434-5989
Fax: 712 434-5555



Cologne, Mayer, New Germany & Plato Service Lineup

2104 E 10th St • Glencoe, MN 55336 • 320-864-2818 • www.nutelecom.net

NU-BASIC

46 channels - 32 SD & 14 HD*
\$22.95 a month

	SD	HD		SD	HD
Antenna TV	49		Me-TV	47	
C-Span	17		Public Access	10	
Catholic TV	21		QVC	14	948
Decades	42		TBD TV	48	
Educational Access	16		TBN	24	
EWTN	23		The Wall	3	
Heroes & Icons	50		This TV	46	
HSN	15	949	tpt Kids	199	899
KARE 11 - NBC	11	911	tpt Life	18	903
KEYC - CBS	12		tpt Minnesota	19	898
KMSP - FOX	9	909	tpt Weather	20	
Kool TV	7		TV Guide Network	6	
KPXM - ION	41	995	WCCO - CBS	4	904
KSTC - IND	45	913	WFTC - MY29	13	908
KSTP - ABC	5	905	What's NU	100	
KTCA/tpt - PBS	2	902	WUCW - CW	8	906

NU-ENTERTAINMENT

199 channels - 136 SD & 63 HD*
\$68.95 a month

(includes NU-Basic & NU-Music)

	SD	HD		SD	HD
A&E	139	939	History	141	941
AMC	138	973	HLN	143	943
Animal Planet	126	926	Investigation Discovery	163	963
AXS TV		919	Lifetime	122	922
Big Ten Network	28	928	LMN	270	970
Bravo	161	961	MSNBC	145	945
Cartoon Network	124	924	MTV	150	960
CMT	148	958	NASA TV	167	967
CNBC	144	944	National Geographic	155	955
CNN	142	942	NBC Sports	128	990
Comedy Central	152	952	Nickelodeon	123	923
Discovery Channel	127	927	OWN	164	
Disney Channel	121	982	Oxygen	160	
Disney Junior	158	983	Science	162	962
E! Entertainment TV	151	951	Spike	136	950
ESPN	30	930	Syfy	153	953
ESPN2	31	931	TBS	134	934
Food Network	168	968	Telemundo	210	
Fox Business	147	947	The Weather Channel	156	
Fox News	146	946	TLC	159	959
Fox Sports North	29	929	TNT	133	933
Freeform	120	980	TV Land	137	
FS1	218	918	Universal HD		914
FSN Plus	115		USA	132	932
FX	135	996	Velocity		915
FXX	212	991	VH1	149	956
GSN	165		WE tv	157	957
HDNet Movies		920	WGN	70	
HGTV	140	940			

NU-MUSIC

MC 70's	829	MC Party Favorites	822
MC 80's	828	MC Pop & Country	831
MC 90's	827	MC Pop Hits	821
MC Adult Alternative	816	MC Pop Latino	836
MC Alternative	815	MC R&B Classics	809
MC Blues	846	MC R&B Soul	810
MC Classic Country	834	MC Rap	806
MC Classic Rock	818	MC Reggae	812
MC Classical Masterpieces	849	MC Rock	813
MC Contemporary Christian	835	MC Rock Hits	817
MC Country Hits	833	MC Romances	840
MC Dance/EDM	803	MC Singers & Swing	847
MC Easy Listening	848	MC Smooth Jazz	844
MC Gospel	811	MC Soft Rock	819
MC Hip-Hop & R&B	805	MC Solid Gold Oldies	830
MC Hip-Hop Classics	807	MC Sounds of the Seasons	841
MC Hit List	801	MC Soundscapes	843
MC Indie	804	MC Stage & Screen	842
MC Jazz	845	MC Teen Beats	823
MC Kidz Only	824	MC Throwback Jamz	808
MC Light Classical	850	MC Today's Country	832
MC Love Songs	820	MC Toddler Tunes	825
MC Max	802	MC Tropicales	839
MC Metal	814	MC Y2K	826
MC Mexicana	838	Music Choice Play	800
MC Musica Urbana	837		

REDZONE

\$49.95 annually

Billed once annually with any Digital TV package.

	SD	HD
NFL RedZone	36	936



WatchTVEverywhere

FREE! On the go - on any device with an Internet connection.

Channels included in WatchTVEverywhere
are colored red in the service lineup.



NU-VARIETY

264 channels - 182 SD & 82 HD*

\$78.95 a month

(includes access to NU-Basic, NU-Music & NU-Entertainment)

	SD	HD		SD	HD
American Heroes	226	994	Hope	25	
BBC America	214	954	IFC	225	971
C-Span 2	223		Inspiration	241	
C-Span 3	236		Military History	274	
C&I	272	972	MTV 2	227	
Centric	233		MTV Hits	230	
Chiller	219		MTV Jams	228	
CMT Pure Country	231		MTV Tr3s	229	
CNBC World	221		mun2	211	
Destination America	206	966	Nat Geo Wild	213	925
Discovery en Espanol	207		NFL Network	35	935
Discovery Family	203	993	Nick Jr.	200	
Discovery Life	169		Nick2	202	
Disney XD	125	984	Nicktoons Network	205	
DIY Network	209	969	Pursuit	235	
ESPNU	34	986	RFD TV	224	988
Esquire	208		SEC	77	977
Fido	154		SEC Alternate	78	
Fuse	280	998	Sundance Channel	234	
Fusion	242		TeenNick	201	
FX Movie	237	937	VH1 Classic	232	
FYI	215	917	Viceland	216	916
Hallmark Channel	238	938			
Hallmark Movies & Mysteries	240	976			

PREMIUM CHANNELS

NU-Premium - \$54.95save \$21.85
 HBO/Cinemax - \$32.95save \$4.95

	SD	HD		SD	HD
Cinemax - \$16.95			Showtime Beyond	604	
@Max	555		Showtime Extreme	603	
5StarMax	556		Showtime Extreme (W)	608	
ActionMax	552		Showtime Family Zone	611	
Cinemax	550		Showtime HD	610	
MoreMax	551		Showtime Next	612	
OuterMax	557		Showtime Showcase	602	
ThrillerMax	553		Showtime Showcase (W)	607	
WMax	554		Showtime Women	613	
HBO - \$20.95			TMC	650	660
HBO	500		TMC (W)	653	
HBO (W)	505		TMC Extra	651	
HBO Comedy	509		STARZ - \$18.95		
HBO Comedy (W)	510		STARZ ENCORE	750	760
HBO Family	503		STARZ ENCORE (W)	752	
HBO Family (W)	508		STARZ ENCORE Action	757	
HBO Latino	504		STARZ ENCORE Black	756	
HBO Signature	502		STARZ ENCORE Classic	753	
HBO Signature (W)	507		STARZ ENCORE Family	758	
HBO Zone	511		STARZ ENCORE Suspense	755	
HBO2	501		STARZ ENCORE Westerns	754	
HBO2 (W)	506		STARZ	700	
Showtime - \$19.95			STARZ (W)	751	
FFLIX	652		STARZ Cinema	703	
FLIX (W)	654		STARZ Comedy	705	
Showtime	600		STARZ Edge	704	
Showtime (W)	605		STARZ HD	710	
Showtime 2	601		STARZ in Black	701	
Showtime 2 (W)	606		STARZ Kids & Family	702	

INTERNET & DIGITAL TV BUNDLES

Choose the High-speed Internet & Digital TV to fit your needs.

Variety Bundle

55Mbps Variety Bundle	\$147.90
25Mbps Variety Bundle	\$132.90
15Mbps Variety Bundle	\$112.90
7Mbps Variety Bundle	\$97.90

Entertainment Bundle

55Mbps Entertainment Bundle	\$141.90
25Mbps Entertainment Bundle	\$126.90
15Mbps Entertainment Bundle	\$106.90
7Mbps Entertainment Bundle	\$91.90

Basic Bundle

55Mbps Basic Bundle	\$98.90
25Mbps Basic Bundle	\$83.90
15Mbps Basic Bundle	\$63.90
7Mbps Basic Bundle	\$48.90



Bundle & Save

Additional savings each month on TechTrends Wireless when you bundle with Digital TV and Internet!

DVR

DVR	\$12.95
Each Additional DVR	\$8.95
HD & DVR Bundle	\$19.95

INTERNET

No data caps and speeds up to:

55Mbps	\$79.95
25Mbps	\$64.95
15Mbps	\$44.95
7Mbps	\$29.95

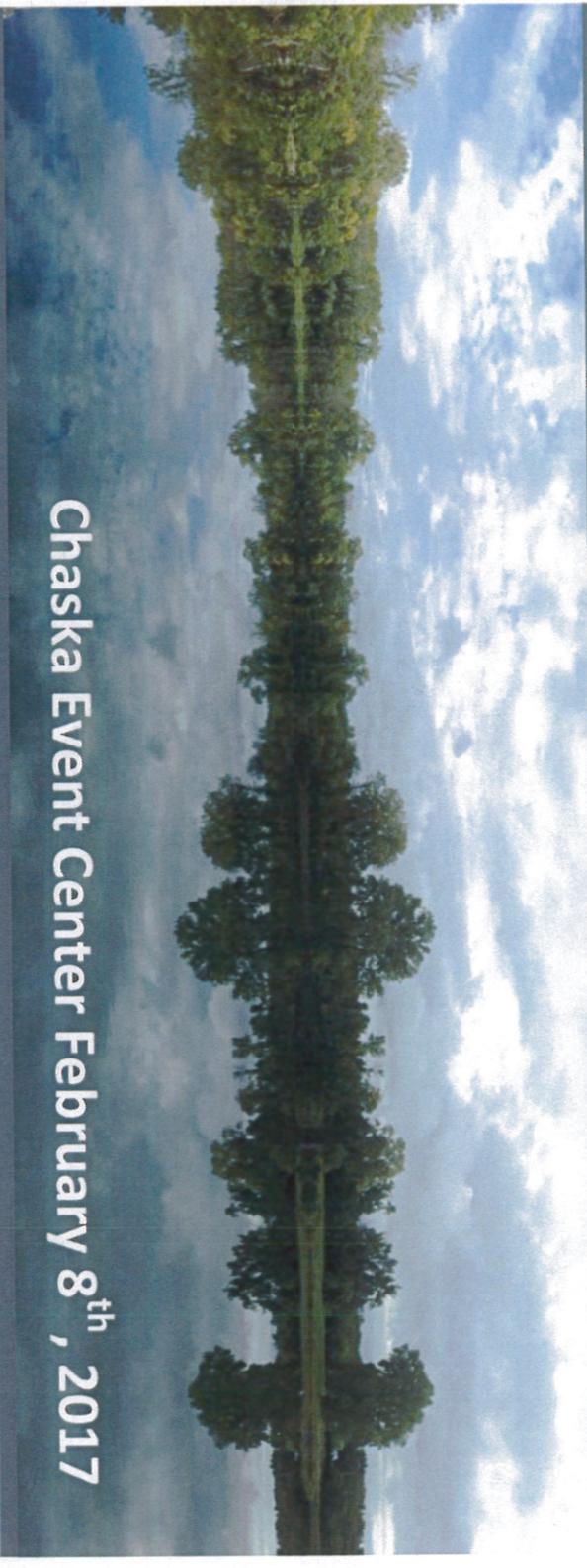
WiFi (wireless router)\$2.95

- 5 email addresses
- Email virus and spam blocker
- 24/7 local Internet support
- Monthly eNewsletter

- All programming and prices are subject to change.
- Taxes and other mandated service charges are not included in the prices.
- Entertainment and Variety packages include interactive on-screen guide.
- Ala carte video service includes one box/stream. Charges may apply for additional boxes.
- *HD equipment rental charges apply.
- Some restrictions may apply. All services not available in all areas.



Waters of Carver County – the next 20 years



Chaska Event Center February 8th, 2017

4:30 to 7:30 p.m.

Open House to view CCWMO accomplishments, lend your input to the water management plan update and enjoy refreshments. Snacks are provided and beverages available at Crooked Pint.

5:30 p.m.

Paul Huttner, Meteorologist for Minnesota Public Radio, will present on the challenges local communities are facing with larger and changing precipitation events.

Steve Woods, Executive Director of Freshwater Society, will present on what solutions local communities are using to tackle water problems.

6:30 p.m.

Paul Moline, Manager of Carver County Planning and Water Management, will discuss what's ahead for local water resources.

Activities

- CCWMO is updating its water management plan, a document that guides its actions over 10 years. We want to know what you think. What are your biggest water concerns? What is important to protect? Come share and help direct our actions.
- Water bar – taste tap water from around the metro.
- Youth project display - see what students have created to educate others on water issues.

Chaska Event Center
3210 Chaska Blvd
Chaska, MN 55318

RSVP by February 6th, 2017 to
Madeline at
mseveland@co.carver.mn.us
952-361-1026