

**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
AGENDA  
Monday  
April 24, 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 April 10, 2017 Regular Council Meeting
  - 4.2. Approval of the minutes for the April 12, 2017 Special Council Meeting
  - 4.3. Approval of the minutes for the April 19, 2017 Special Council Meeting
  - 4.4. Approval of the minutes for the March 14, 2017 Park Board Meeting
  - 4.5. Additional Claims for the month of April
  - 4.6. Approval of the Sheriff's Department Report for the month ending March 2017
  - 4.7. Approval of resolution 4-24-2017-24 Public Works Employee
5. Staff Reports
  - 5.1. Public Works
  - 5.2. City Engineer
  - 5.3. Sheriff's Department
  - 5.4. City Administration
6. City Administrator
  - 6.1. Approval of resolution 4-24-2017-21 Approval of Transfer of Building Eligibilities
  - 6.2. Approval of Casey's 3.2 Liquor License at 313 Shimmcor Street
  - 6.3. Approval of grading in Old Schoolhouse Park
  - 6.4. Approval of the amendment to the Sheriff's Contract
  - 6.5. Approval of Resolution 4-24-2017-23 Development Agreement Coldwater Crossing 7<sup>th</sup> Addition
  - 6.6. Text Amendment Regarding PRD's and PUD's, Rezoning and PUC Overlay
    - a. Approval of Resolution 4-24-2017-22 Approving a final Planned Unit Development Plan (PUD) Final Plan, which takes the place of the Previously Approved Planned Residential Development (PRD) Final Development Plans Throughout the City of Mayer
    - b. Approval of Ordinance 215 Land usage Chapter 152; Zoning Section 152.050 Zoning Districts Established
    - c. Approval of ordinance 216 Amending the Official Zoning Map of the City of Mayer
  - 6.7. Approval of Interim City Administrator
  - 6.8. Approval of Severance agreement with City Administrator
7. For Your Information
8. Council Reports
9. Other Business
10. Adjournment

**Calendar of Events and Meetings**

April 25	Tuesday	6:30 PM	EDA Meeting
May 2	Tuesday	6:30 PM	Planning Commission
May 8	Monday	10:00 AM	Commission for a Lifetime
May 8	Monday	6:30 PM	City Council Meeting
May 9	Tuesday	6:30 PM	Park Board Meeting
May 22	Monday	6:30 PM	City Council

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 – APRIL 10, 2017

Call Regular meeting to order at 6:34 p.m. by Mayor Dodge

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

ABSENT: None

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

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Al Roessler, and Jude Lague

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 Stieve-McPadden to approve the agenda as presented. Motion Carried 5/0

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 5/0.

1. Approve the Minutes of the March 27, 2017 Regular Council Meeting.
2. Approve the Minutes of the March 27, 2017 Planning Commission Meeting.
3. Approve Claims for the month of April 2017.
4. Approve the Check Summary for the month of March 2017.
5. Approve Resolution 4-10-2017-17 Balance Transfer.
6. Approve the Building Permit Report for the month ending March 2017.
7. Approve the Fire Department Report for the month ending March 2017.

PUBLIC HEARING

The floor was opened to comment on Hidden Creek 7<sup>th</sup> Addition Drainage and Utility Easement Vacation. There was no comment from the public. A MOTION to Close the Public Hearing for Hidden Creek 7<sup>th</sup> Addition Drainage and Utility Easement Vacation was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield.

Motion Carried 5/0

**Approve Resolution 4-10-2017-18 Vacating Public Drainage & Utility Easements in Hidden Creek 7<sup>th</sup> Addition** – A MOTION to Approve Resolution 4-10-2017-18 Vacating Public Drainage & Utility Easement in Hidden Creek 7<sup>th</sup> Addition was made by Council Member Boder and seconded by Council Member Stieve-McPadden. Motion Carried 5/0

CITY ATTORNEY

1. **Approve the Termination of Employment with City Administrator** – A MOTION was made by Mayor Dodge and seconded by Council Member McNeilly to accept without cause the Involuntary Termination of Employment with City Administrator with her last day of employment as May 9<sup>th</sup>, 2017. Motion Carried 5/0

2. **Approve the Severance Agreement with City Administrator** – Mayor Dodge proposed to put together a small committee of one Council Member who was in favor of renewing the City Administrator’s contract and one Council Member who was not in favor to help speed up the process and save the City money. Council agreed that some issues can be resolved between Council and Staff without attorney involvement. Mayor Dodge agreed to appoint two Council Members to a small committee. A MOTION was made by Mayor Dodge to appoint himself and Council Member Butterfield to meet as a small committee on Wednesday, March 12<sup>th</sup>, 2017 before the Special Council Meeting, and seconded by Council Member Butterfield. Motion Carried 5/0

## CITY ADMINISTRATOR

1. **Discussion on Executive Recruitment Services** – Council discussed hiring David Drown, DDA Human Resources Inc., as the executive search firm for the next City Administrator. A MOTION to enter into agreement with DDA Human Resources, Inc for recruitment services of the next City Administrator was made by Mayor Dodge and seconded by Council Member Boder. After further discussion, some Council Members had concerns that not all Council Members were on the same page and questioned why plans set forth at a previous Personnel Committee meeting were not being followed. Council agreed to postpone decision and continue discussion on Wednesday, April 12<sup>th</sup>, 2017. A MOTION to withdraw the previous motion was made by Mayor Dodge and seconded by Council Member Boder. Motion Carried 5/0
2. **Approval of additional fill for the Picnic Shelter West Ridge Park** – The picnic shelter site in West Ridge Park requires additional fill due to the footings needing to be deeper. Staff requested authorization to hire Schneider Excavating and Grading at a cost of \$7,311.00. A MOTION was made by Mayor Dodge and seconded by Council Member Butterfield approving the additional fill for the Picnic Shelter West Ridge Park. Motion Carried 5/0
3. **Approval of Painting Community Center** – Staff obtained a quote from B & L Maintenance, LLC for the painting of the inside door jambs, metal doors, and outside flashing along the roof, of the Community Center. The total cost for completion of the painting is \$4,400. Staff requested approval to paint the Community Center. A MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield authorizing B & L Maintenance, LLC to paint the doors, jams, and flashing of the Community Center. Motion Carried 5/0
4. **Approval of site for the picnic shelter/restrooms in Old Schoolhouse Park** – Park Board reviewed City Engineer’s site plan proposal for the picnic shelter/restrooms for Old Schoolhouse Park. The plan had 5 options for placement of the facility. Park Board recommended location E option but turning the building 90 degrees. After some discussion on whether it would be more cost effective to just move the bathroom to the concessions area. Council supported the Park Boards recommendations. A MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield to approve site E and turning the building 90 degrees for picnic shelter/restrooms in Old Schoolhouse Park.  
Motion Carried 4/1 (Stieve-McPadden a nay)  
The site plan will need to be approved by the Planning Commission at the May 2, 2017 meeting.
5. **Approval of moving Public Works building to 323 Shimmcor Street** – Staff requested to move the old Public Works building to 323 Shimmcor Street at a cost of \$13,400 which includes utility costs. An additional cost for a new concrete floor is \$9,300 making the total cost to be \$22,700. A MOTION was made by Council Member McNeilly and seconded by Council Member Boder approving the moving of the Public Works building to 323 Shimmcor Street. Motion Carried 5/0

Council asked Staff to bring back for discussion any additional costs associated with moving the building.

6. **Discussion on information request for the City Newsletter** – The City sends out an annual newsletter to its residents and the newsletter is reviewed by Council. A request to include information on starting a Lions Club was brought to the City. A MOTION to approve the addition of Lions Club information to the City newsletter was made by Mayor Dodge and seconded by Council Member Butterfield. Motion Carried 5/0
7. **Approval of Resolution 4-10-2017-19 Approving the Planned Residential Development (PRD) Final Development Plan for Coldwater Crossing 7<sup>th</sup> Addition** – A MOTION to approve Resolution 4-10-2017-19 Approving the Planned Residential Development (PRD) Final Development Plan for Coldwater Crossing 7<sup>th</sup> Addition was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion Carried 5/0
8. **Approval of Resolution 4-10-2017-20 Final Plat Coldwater Crossing 7<sup>th</sup> Addition** – A MOTION to approve Resolution 4-10-2017-20 Final Plat Coldwater Crossing 7<sup>th</sup> Addition was made by Council Member McNeilly and seconded by Council Member Boder. Motion Carried 5/0

#### PUBLIC WORKS

1. **Approval of fence for Public Works** – Staff requested authorization to purchase and install a 6' chain link fence with slating at the Public Works building. Staff obtained 2 quotes, one from Pass Fencing for \$19,034 and one from Century Fencing for \$18,868. Staff recommended using Century Fence with a cost of \$18,868. A MOTION to approve the purchase of fence and authorize Century Fence to install a 6' chain link fence with slating in the amount of \$18,868 was made by Council Member Butterfield and seconded by Council Member McNeilly. Motion Carried 5/0
2. **Approval of painting Public Works building** – Staff requested authorization to hire B & L Maintenance, LLC to paint the three garage doors and two service doors at the Public Works building in the amount of \$1,560.00. A MOTION to approve B & L Maintenance, LLC to paint the three garage doors and two service doors at the Public Works building in the amount of \$1,560.00 was made by Mayor Dodge and seconded by Council Member Stieve-McPadden. Motion Carried 5/0
3. **Approval of purchase of pump for Old Schoolhouse Lift Station** – Staff proposed to Council the purchase of a new KSB 20HP pump for the sanitary lift station #1 from Quality Flow Systems in the amount of \$14,645. The lift station is outfitted with two pumps. The new pump will replace pump #2 because it is in the worst condition and it has had the most breakdowns in the past year. After a brief discussion as to whether rebuilding the current pump was an option, a MOTION to approve purchase of pump for Old Schoolhouse Lift Station was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield. Motion Carried 5/0
4. **Discussion of painting WWTF** – Staff requested authorization to hire B & L Maintenance, LLC to repaint the walls and piping of the lower level in the Pretreatment building and the aeration piping located on the catwalk of the Aeration basin. Both areas are displaying signs of delaminating and rust. The total cost of repainting which includes the option for a top coat of Polyurethane is \$6,380.00. A MOTION to approve B & L Maintenance, LLC to repaint at the WWTF in the amount of \$6,380.00 was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden. Motion Carried 5/0

FOR YOUR INFORMATION

- Staff provided Council with a memo from Nu-Telecom advising of rate increases.
- Staff provided Council with information on Carver Counties Sheriff's 17<sup>th</sup> Annual Recognition Event.

COUNCIL REPORTS

- None

OTHER BUSINESS

- Council asked Staff to post letter from Elite Waste Management on facebook.

ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden to adjourn the meeting at 7:58 p.m. Motion Carried 5/0

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

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

DRAFT

MAYER SPECIAL CITY COUNCIL MINUTES – APRIL 12, 2017

Personnel Committee was called to order at 6:00 PM by Mayor Dodge.

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

ABSENT: None

STAFF: Kyle Kuntz, Public Works; Greg Kluver, Kluver Consulting; City Administrator Ruch-Hammond.

OTHERS PRESENT: None

**Approval of the Agenda**

On a motion by Council Member Stieve-McPadden and Council Member Butterfield to approve the agenda with two additions Executive Search Firm and Separation Agreement Discussion. Motion carried 5/0.

**1. Interview of Public Works Candidates**

City Council and Staff interviewed two applicants for the new public works position. They interviewed Brent Micholichek at 6:00 PM and Jesse Dukowitz at 6:30 PM. After discussion on the candidates the City Council decided that Brent Micholichek fit the qualifications of the position the best. On a motion by Council Member Butterfield and seconded by Council Member McNeilly to offer the position to Brent Micholichek at an hourly rate of \$19.00 per hour contingent on a background check. Motion carried 5/0.

**2. Executive Search Firm**

Council discussed the executive recruitment services. Discussion about an email from one person who would be the interim and also assist the City with the search for a new administrator. Mayor Dodge stated that of the \$16,000 about \$8,000 was for background checks and tests that would be completed by the potential candidates. He further stated that the search firm will meet with individual Council Members and that there may be opportunities to reduce the fee. They also guarantee that the employee will stay two years and if not they will assist with a new search for no fee. On a motion by Mayor Dodge and seconded by Council Member Boder to move forward to enter into an agreement with David Drown and Associates to complete an executive search for the City Administrator position. Motion carried 5/0.

**3. Severance Discussion**

Mayor Dodge, Council Member Butterfield and Administrator Ruch-Hammond met to discuss the separation agreement terms. The areas of discussion and agreement were that the 20 weeks of severance be placed into a 457(b) account that the City already has established with AIG Valic. The total accrued PTO and Comp Time of 415.28 hours at \$40.75 for a total of \$16,922.66 are paid to the employee. The City contribute to an HSA \$600 per month to the end of 2017 for a total of \$4,200. The non disparagement applies to the City Council also. Administrator will forward the proposed changes to her attorney and then have him forward to the City Attorney.

**4. Council Reports**

None

5. **Other Business**

None

6. **Adjournment**

On a motion by Council Member Butterfield and seconded by Council Member McNeilly to adjourn the meeting at 7:45PM. Motion carried 5/0.

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

Attest: \_\_\_\_\_  
Luayn Ruch-Hammond, City Administrator

MAYER SPECIAL CITY COUNCIL MINUTES – APRIL 19, 2017

Personnel Committee was called to order at 6:00 PM by Mayor Dodge.

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

ABSENT: None

STAFF: Kyle Kuntz, Public Works City Administrator Ruch-Hammond.

OTHERS PRESENT: None

**1. Approval of the Agenda**

On a motion by Council Member Butterfield and seconded by Council Member Boder to approve the agenda with four additions: Public Works employee title, Severance update, Interim Administrator and Executive Search. Motion carried 4/0.

**2. Discussion on Counter Offer from Public Works Applicant**

Staff had made the offer to the preferred candidate for the public works position. Candidate came back with a request to be paid \$20 per hour. Council instructed staff to contact candidate and offer the \$20 per hour. Council agreed to examine the cost participation for the city employee's health insurance. Staff will prepare a resolution for Council to approve at the April 24, 2017 meeting establishing the offer.

**3. Discussion on Current Public Works Title**

Discussion about the current public works employee's title. There needs to be a differentiation between the two positions. At this point current public works employee would supervise the new employee. Council will re-examine job descriptions. Current public works employee title and pay scale will need to be adjusted.

**4. City Administrator Severance Update**

Discussion about placement of funds for health insurance premiums into an HSA. The only way health insurance premiums can be paid from an HSA is to have one established with MSRS. Because of time constraints and fairness to other employees the request is for the City to pay the current health insurance premium for the City Administrator. If the Administrator becomes employed and has health insurance with the new employer she will notify the City that she no longer needs the insurance. However, if the new insurance does not cover the employee through the end of the year the request is to allow the administrator to request up to the \$600 for reimbursement through 2017.

*Council Member Stieve-McPadden Arrives 6:20 PM*

Non disparagement clause allows the City leverage if the City Administrator would make remarks about the City Council to stop paying the health insurance premiums. This would be seen as a breach of contract. Council and City Administrator agreed to leave the non disparagement clause out of the severance agreement.

**5. Interim Administrator**

Mayor Dodge informed the City Council that the interim Administrator is Rick Almich. The pay is \$60 per hour with the interim working 24-27 hours. This item will be added to the April 24, 2017 City Council meeting.

**6. Executive Search Firm**

Gary Weirs would like to meet with each Council Member and staff on April 27, 2017. Staff will set up appointments and forward to Gary.

**7. Council Reports**

None

**8. Other Business**

None

**9. Adjournment**

On a motion by Council Member McNeilly and seconded by Council Member Butterfield to adjourn the meeting at 6:40PM. Motion carried 5/0.

Attest: \_\_\_\_\_  
Luayn Ruch-Hammond, City Administrator

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

**CITY OF MAYER  
PARKS & RECREATION COMMISSION  
MEETING MINUTES  
Tuesday March 14, 2017**

**Commission Members Present:** Commission Members Alisa Johnson, Nate McNeilly, Mike Wegner, Troy Congdon and Council Liaison Elizabeth Butterfield.

**Council Members Present:** Mayor Dodge.

**Commission Members Absent:** None

**Others Present:** Brett Altergott, Flagship Recreation

**Staff Present:** Dave Martini, City Engineer, Kyle Kuntz, Public Works; Luayn Ruch-Hammond, City Administrator.

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**I. CALL TO ORDER**

Meeting was called to order at 6:30 PM by Chair McNeilly.

**II. ADOPT AGENDA**

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

**III. MINUTES/BUDGET/CIP**

**Minutes**

On a motion by Commissioner Johnson and seconded by Commissioner Congdon to approve the minutes of the February 15, 2017 meeting. Motion carried 5/0.

**Budget Capital Improvement Plan and Gantry Chart**

Park Board acknowledged receipt of February 2017 budget, 2017 CIP and Gantry Chart. No comments or questions.

**BUSINESS**

**Discovery Park**

Chad Griffith approached City Staff about the possibility of the installation of a ½ basketball court in Discovery Park. Park board will discuss the installation of the basketball court at budget time and add it to the CIP.

**West Ridge Park**

Brett Altergott was present from Flagship Recreation to discuss additional amenities for West Ridge Park. He presented a layout of additional pieces for inclusive play for the park. The thought process on the additional pieces was to maximize the space available but to minimize the impact on the existing and new components. Park Board discussed the possibility of adding a playhouse to the park. Brett stated that he would honor the 2016 prices for 2017 for any of the play equipment. Park board will take the items under consideration for the 2018 budget.

**Picnic Shelter Old Schoolhouse Park**

City Engineer, Dave Martini presented a site plan proposal for the picnic shelter/ restrooms for Old Schoolhouse Park. The plan had 5 options for placement of the facility. Pro's and con's were discussed on each of the locations. Park board thought that locations A, B, D, and C were too close to the ball fields they thought the location that made the most sense was location E. On a motion by Commissioner Wegner and seconded by Commissioner Johnson to recommend to the City Council location E but, turn the building 90 degrees and for staff to solicit quotes for water and sewer to Bluejay Ave and to the concession stand. Motion carried 5/0.

Park board discussed contributing financially to the movement of the public works building. On a motion by Commissioner Wegner and seconded by Commissioner Congdon to contribute up to \$7,500 from the park fund for moving of the old public works building. Motion carried 5/0.

#### **Review of Baseball Field Maintenance**

Park board reviewed the baseball field maintenance policy. No changes to the policy. On a motion by Commissioner Butterfield and seconded by Commissioner Wegner to approve the policy as presented. Motion carried 5/0.

#### **Discussion on gaga pits**

Commissioner Johnson requested that gaga pits be added to the agenda for Park Board discussion. Park board will discuss at budget time. Concern about funds because of the current focus on the picnic shelter restrooms.

#### **Movie Dates and Titles**

Park board decided to show the movie Lorax. On a motion by Commissioner Butterfield and seconded by Commissioner Congdon to show the movie Lorax on Saturday, April 22 at 7:00 PM. Motion carried 5/0. Staff will advertise in the newsletter and encourage residents to pick up the City of garbage and then to join in a community movie.

#### **Tree Planting**

Park board decided they would like to replace 16 trees in the parks. On a motion by Commissioner Butterfield and seconded by Commissioner Johnson to replace 16 trees in the parks. Motion carried 5/0.

#### **Discussion on Earth Day**

Commissioner Johnson agreed to coordinate an event for Earth Day. Advertisement in the newsletter about cleaning up the City. Staff will also advertise in the newsletter about the City's Adopt A Park program.

#### **Next Meeting**

Will be held on Tuesday, April 11, 2017 at 6:30 PM.

#### **Commissioners Report**

None

#### **Staff Report**

None

#### **Adjournment**

On a motion by Commissioner Butterfield and seconded by Commissioner Wegner to adjourn the meeting at 8:00 PM. Motion carried 5/0.

**\*Claim Register©**

04/24/17 PAY

April 2017

**Claim Type Direct**  
**Claim#** 0 ALEX AIR APPARATUS, INC.  
**Cash Payment** E 100-42260-400 Repairs & Maint Cont FD HANDWHEEL & NUT KIT \$20.00  
 Invoice 32395  
**Transaction Date** 4/13/2017 **Security Bank** 10100 **Total** \$20.00

**Claim Type Direct**  
**Claim#** 0 AME ELECTRIC INC  
**Cash Payment** E 100-43700-400 Repairs & Maint Cont PW WIRE WATER HEATER & ADD LIGHT BOVE LOFT \$185.00  
 Invoice 3233  
**Transaction Date** 4/13/2017 **Security Bank** 10100 **Total** \$185.00

**Claim Type Direct**  
**Claim#** 0 BOLTON MENK INC  
**Cash Payment** G 800-20202 Hidden Creek \$156.00 REVIEW OF LOT SURVEYS FOR RED HAWK WAY \$156.00  
 Invoice 0201652  
**Cash Payment** G 800-20202 Hidden Creek \$78.00 REVIEW SURVEY/DRAINAGE 1611 WALNUT CT \$78.00  
 Invoice 0201652  
**Cash Payment** G 800-20201 Coldwater Crossing \$750.00 COLDWATER CROSSING 7TH ADD \$750.00  
 Invoice 0201655  
**Cash Payment** G 800-20202 Hidden Creek \$78.00 HIDDEN CREEK 6TH ADD \$78.00  
 Invoice 0201656  
**Cash Payment** G 800-20202 Hidden Creek \$390.00 HIDDEN CREEK 7TH ADD \$390.00  
 Invoice 0201657  
**Cash Payment** E 100-41000-303 Engineering Fees MISC ENG SERVICES \$401.00  
 Invoice 0201653  
**Cash Payment** E 100-41000-303 Engineering Fees REVIEW 2017 SEAL COAT AREAS \$78.00  
 Invoice 0201654  
**Transaction Date** 4/13/2017 **Security Bank** 10100 **Total** \$1,931.00

**Claim Type Direct**  
**Claim#** 0 CARVER CO TAXPAYERS SERVIC  
**Cash Payment** E 100-42200-430 Miscellaneous (GENERAL) PAYMENT IN FULL \$1,868.00  
 Invoice  
**Transaction Date** 4/13/2017 **Security Bank** 10100 **Total** \$1,868.00

**Claim Type Direct**  
**Claim#** 0 CARVER COUNTY ATTORNEYS OF  
**Cash Payment** E 100-41000-304 Legal Fees CCATTORNEYS OFFICE \$276.64  
 Invoice  
**Cash Payment** E 100-41000-304 Legal Fees 2017 QTRLY SURCH \$254.63  
 Invoice  
**Transaction Date** 4/13/2017 **Security Bank** 10100 **Total** \$531.27

**Claim Type Direct**  
**Claim#** 0 CARVER COUNTY  
**Cash Payment** E 100-42100-300 Professional Svcs COUNCIL MEETING OVER TIME \$59.21  
 Invoice SHERI002828  
**Transaction Date** 4/17/2017 **Security Bank** 10100 **Total** \$59.21

**Claim Type Direct**  
**Claim#** 0 CENTERPOINT ENERGY Ck# 004527E 4/28/2017

**\*Claim Register©**

04/24/17 PAY

April 2017

Cash Payment E 640-49480-383 Gas Utilities WWTF \$237.96  
Invoice

Transaction Date 4/13/2017 Security Bank 10100 Total \$237.96

**Claim Type Direct**

Claim# 0 CENTERPOINT ENERGY Ck# 004528E 4/28/2017

Cash Payment E 100-43700-383 Gas Utilities P/W \$130.21  
Invoice

Transaction Date 4/13/2017 Security Bank 10100 Total \$130.21

**Claim Type Direct**

Claim# 0 CENTERPOINT ENERGY Ck# 004529E 4/28/2017

Cash Payment E 100-42280-383 Gas Utilities FD \$5.52  
Invoice

Transaction Date 4/13/2017 Security Bank 10100 Total \$5.52

**Claim Type Direct**

Claim# 0 COHRS TREE SERVICE LLC

Cash Payment E 100-45000-400 Repairs & Maint Cont CUT DOWN TREES BY WATER PLANT \$400.00  
Invoice

Transaction Date 4/13/2017 Security Bank 10100 Total \$400.00

**Claim Type Direct**

Claim# 0 CULLIGAN - METRO

Cash Payment E 100-42280-400 Repairs & Maint Cont FD WATER SOFTNER \$67.10  
Invoice

Transaction Date 4/13/2017 Security Bank 10100 Total \$67.10

**Claim Type Direct**

Claim# 0 DARLEY, W.S. & CO

Cash Payment E 100-42260-580 New Equipment BATON FLASHBACK 5 LIGHT FOR FD \$60.40  
Invoice 17281417

Transaction Date 4/13/2017 Security Bank 10100 Total \$60.40

**Claim Type Direct**

Claim# 0 DELTA DENTAL OF MINNESOTA

Cash Payment G 100-21707 Dental EMPLOYEE PREMIUMS FOR MARCH 2017 \$140.10  
Invoice

Transaction Date 4/19/2017 Security Bank 10100 Total \$140.10

**Claim Type Direct**

Claim# 0 DPC INDUSTRIES INC

Cash Payment E 620-49410-216 Chemicals and Chem Prod WTP CHEMICALS \$875.26  
Invoice 827000393-17

Transaction Date 4/13/2017 Security Bank 10100 Total \$875.26

**Claim Type Direct**

Claim# 0 ECM PUBLISHERS, INC

Cash Payment E 100-41000-340 Advertising \$89.00  
Invoice

Transaction Date 4/13/2017 Security Bank 10100 Total \$89.00

**Claim Type Direct**

Claim# 0 FIRST MINNESOTA BANK

Cash Payment E 100-46500-340 Advertising 2017 LEASE PYMT FOR ELECTRONIC SIGN \$720.00  
Invoice

\*Claim Register©

04/24/17 PAY

April 2017

Transaction Date 4/19/2017 Security Bank 10100 Total \$720.00

Claim Type Direct

Claim# 0 FRONTIER Ck# 004525E 4/25/2017

Cash Payment E 100-43700-321 Telephone PW \$76.07  
Invoice

Transaction Date 4/13/2017 Security Bank 10100 Total \$76.07

Claim Type Direct

Claim# 0 HACH COMPANY

Cash Payment E 620-49410-216 Chemicals and Chem Prod WATER CHEMICALS \$400.01  
Invoice 10414943

Transaction Date 4/19/2017 Security Bank 10100 Total \$400.01

Claim Type Direct

Claim# 0 HERALD JOURNAL PUBLISHING IN

Cash Payment E 100-41000-340 Advertising POSTING OF PH AMENDMENT, PRD, \$621.07  
RESOZONE, VACATION OF EASEMENT &  
FRAMED PRINT STORY FOR LOIS  
Invoice

Transaction Date 4/13/2017 Security Bank 10100 Total \$621.07

Claim Type Direct

Claim# 0 HILLYARD OF HUTCHINSON

Cash Payment E 100-41940-400 Repairs & Maint Cont COMM CTR SUPPLIES \$842.12  
Invoice 602491016

Transaction Date 4/13/2017 Security Bank 10100 Total \$842.12

Claim Type Direct

Claim# 0 IN CONTROL INC

Cash Payment E 620-49410-400 Repairs & Maint Cont ENGINEERING SERVICE FOR BRENT-WTP \$405.00  
Invoice 17068MA01

Transaction Date 4/13/2017 Security Bank 10100 Total \$405.00

Claim Type Direct

Claim# 0 KJOLHAUG ENVIRON.SERVICES

Cash Payment E 100-43150-303 Engineering Fees PREP ANNUAL BWSR REPORT \$160.00  
Invoice 103986

Transaction Date 4/13/2017 Security Bank 10100 Total \$160.00

Claim Type Direct

Claim# 0 MCLEOD COOP POWER ASSN Ck# 004530E 4/28/2017

Cash Payment E 100-43160-381 Electric Utilities CITY SIGN \$34.61  
Invoice

Transaction Date 4/17/2017 Security Bank 10100 Total \$34.61

Claim Type Direct

Claim# 0 MELCHERT HUBERT SJODIN, PLL

Cash Payment E 100-41000-304 Legal Fees FD FACEBOOK REVIEW \$113.10  
Invoice 131372

Cash Payment E 100-41000-304 Legal Fees CITY ADMIN CONTRACT \$2,325.40  
Invoice 131373

Cash Payment G 800-20202 Hidden Creek HIDDEN CREEK 7TH ADD \$508.20  
Invoice 131223

Cash Payment G 800-20201 Coldwater Crossing COLDWATER CROSSING 7TH ADD \$1,386.00  
Invoice 131224

**\*Claim Register©**

04/24/17 PAY

April 2017

Cash Payment E 100-41000-304 Legal Fees MISC \$77.00  
 Invoice 131222

Transaction Date 4/13/2017 Security Bank 10100 Total \$4,409.70

**Claim Type Direct**

Claim# 0 METRO WEST INSPECTION SERVI

Cash Payment E 100-42400-300 Professional Svcs APRIL 2017 INVOICE FOR SERVICES \$3,587.61  
 Invoice MY1703

Transaction Date 4/18/2017 Security Bank 10100 Total \$3,587.61

**Claim Type Direct**

Claim# 0 MN POLLUTION CONTROL AG

Cash Payment E 640-49480-404 Repairs/Maint Machinery/E WWTF ANNUAL WATER PERMIT FEES \$1,450.00  
 Invoice 10000025644

Transaction Date 4/13/2017 Security Bank 10100 Total \$1,450.00

**Claim Type Direct**

Claim# 0 MOBIL - EXXON/MOBIL

Cash Payment E 100-43100-212 Motor Fuels P/W \$69.01  
 Invoice 519972

Cash Payment E 100-42260-212 Motor Fuels FD \$46.00  
 Invoice 520920

Cash Payment E 100-42260-212 Motor Fuels FD \$47.53  
 Invoice 522611

Cash Payment E 100-43100-212 Motor Fuels P/W \$64.58  
 Invoice 528424

Cash Payment E 100-43100-212 Motor Fuels P/W \$41.77  
 Invoice

Cash Payment E 100-42260-212 Motor Fuels FD \$47.17  
 Invoice 535123

Cash Payment E 100-42260-212 Motor Fuels FD \$36.44  
 Invoice

Cash Payment E 100-42260-212 Motor Fuels FD \$42.91  
 Invoice 540626

Cash Payment E 100-42260-212 Motor Fuels FD \$15.16  
 Invoice 540647

Transaction Date 4/17/2017 Security Bank 10100 Total \$410.57

**Claim Type Direct**

Claim# 0 MUNICIPAL DEVELOPMENT GROU

Cash Payment E 100-41910-300 Professional Svcs GENERAL PLANNING \$674.95  
 Invoice MAY041017

Cash Payment G 800-20201 Coldwater Crossing COLDWATER CROSSING 7TH ADD \$446.25  
 Invoice MAY041017

Cash Payment G 800-20202 Hidden Creek HIDDEN CREEK 7TH ADD \$148.75  
 Invoice MAY041017

Transaction Date 4/13/2017 Security Bank 10100 Total \$1,269.95

**Claim Type Direct**

Claim# 0 PRAIRIE RESTORATION, INC.

Cash Payment E 650-49500-500 Capital Outlay (GENERAL) MAYER WETLAND PROJECT \$19,505.00  
 Invoice 5580

Transaction Date 4/19/2017 Security Bank 10100 Total \$19,505.00

\*Claim Register©

04/24/17 PAY

April 2017

Claim Type Direct

Claim# 0 THERMA-STOR LLC

Cash Payment E 620-49410-500 Capital Outlay (GENERAL) HI-E DRY DEHUMIDIFIER Invoice 2882243 RI \$3,491.12

Cash Payment E 640-49480-500 Capital Outlay (GENERAL) HI-E DRY DEHUMIDIFIER Invoice 2882243 RI \$3,491.13

Transaction Date 4/17/2017 Security Bank 10100 Total \$6,982.25

Claim Type Direct

Claim# 0 UTILITY CONSULTANTS, INC.

Cash Payment E 640-49480-385 Testing and Lab Services SAMPLES WWTF Invoice 94593 \$1,567.50

Cash Payment E 620-49440-215 Samples SAMPLES WWTF Invoice 94594 \$40.00

Transaction Date 4/13/2017 Security Bank 10100 Total \$1,607.50

Pre-Written Checks	\$484.37
Checks to be Generated by the Compute	\$48,597.12
Total	\$49,081.49

COUNCIL APPROVAL - SIGNATURES/INITIALS

## \*Claim Register©

4/31/17PAY

April 2017

Claim Type	Direct					
Claim#	0 BUREAU OF CRIMINAL AFFAIRS	Ck# 020698	4/13/2017			
Cash Payment	E 100-42200-300 Professional Svcs	BACKGROUND CHECK FOR NICK MICKOLICHEK				\$15.00
Invoice						
Transaction Date	4/13/2017	Security Bank	10100	Total		\$15.00
Claim Type	Direct					
Claim#	0 COORDINATED BUSINESS SYSTE	Ck# 020666	4/3/2017			
Cash Payment	E 100-46500-340 Advertising	EDA				\$17.36
Invoice FCHG014806						
Cash Payment	E 100-41000-200 Office Supplies	CITY				\$2,100.36
Invoice CNIN234046						
Transaction Date	4/3/2017	Security Bank	10100	Total		\$2,117.72
Claim Type	Direct					
Claim#	0 INTERNAL REVENUE SERVICE CE	Ck# 020665	4/3/2017			
Cash Payment	G 100-21701 Federal Withholding	ADDITIONAL PAYMENT FOR 1ST QTR FED TAX RETURN				\$30.90
Invoice						
Transaction Date	4/3/2017	Security Bank	10100	Total		\$30.90
Claim Type	Direct					
Claim#	0 KLUVER CONSULTING	Ck# 020667	4/5/2017			
Cash Payment	E 640-49480-300 Professional Svcs	WWTF SERVICE FOR MARCH 16-31,2017				\$900.00
Invoice 6-17						
Transaction Date	4/5/2017	Security Bank	10100	Total		\$900.00
Claim Type	Direct					
Claim#	0 KLUVER CONSULTING	Ck# 020697	4/12/2017			
Cash Payment	E 640-49480-300 Professional Svcs	SERVICE CONTRACT FOR APRIL 1-15				\$900.00
Invoice						
Transaction Date	4/12/2017	Security Bank	10100	Total		\$900.00
Claim Type	Direct					
Claim#	0 POSTMASTER	Ck# 020672	4/11/2017			
Cash Payment	E 620-49440-322 Postage	MARCH 2017 BILLING				\$122.50
Invoice						
Cash Payment	E 640-49490-322 Postage	MARCH 2017 BILLING				\$122.50
Invoice						
Transaction Date	4/11/2017	Security Bank	10100	Total		\$245.00
Claim Type	Direct					
Claim#	0 POSTMASTER	Ck# 020696	4/12/2017			
Cash Payment	E 100-49505-322 Postage	CITY NEWSLETTER 2017 MAILING				\$329.98
Invoice						
Transaction Date	4/12/2017	Security Bank	10100	Total		\$329.98





*City of Mayer*

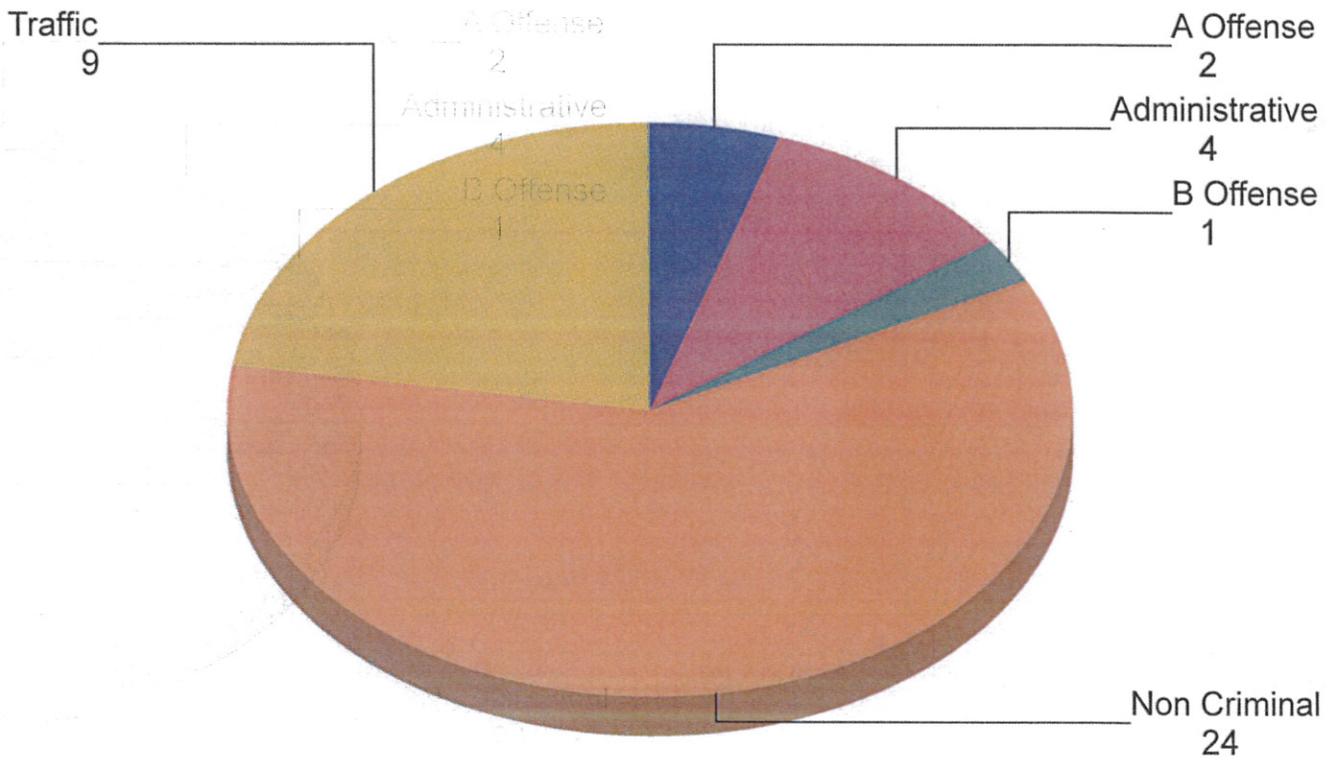
**City of Mayer**

**March – 2017  
& 1<sup>st</sup> Quarter 2017**



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 03/01/2017 To: 03/31/2017**

# Mayer City



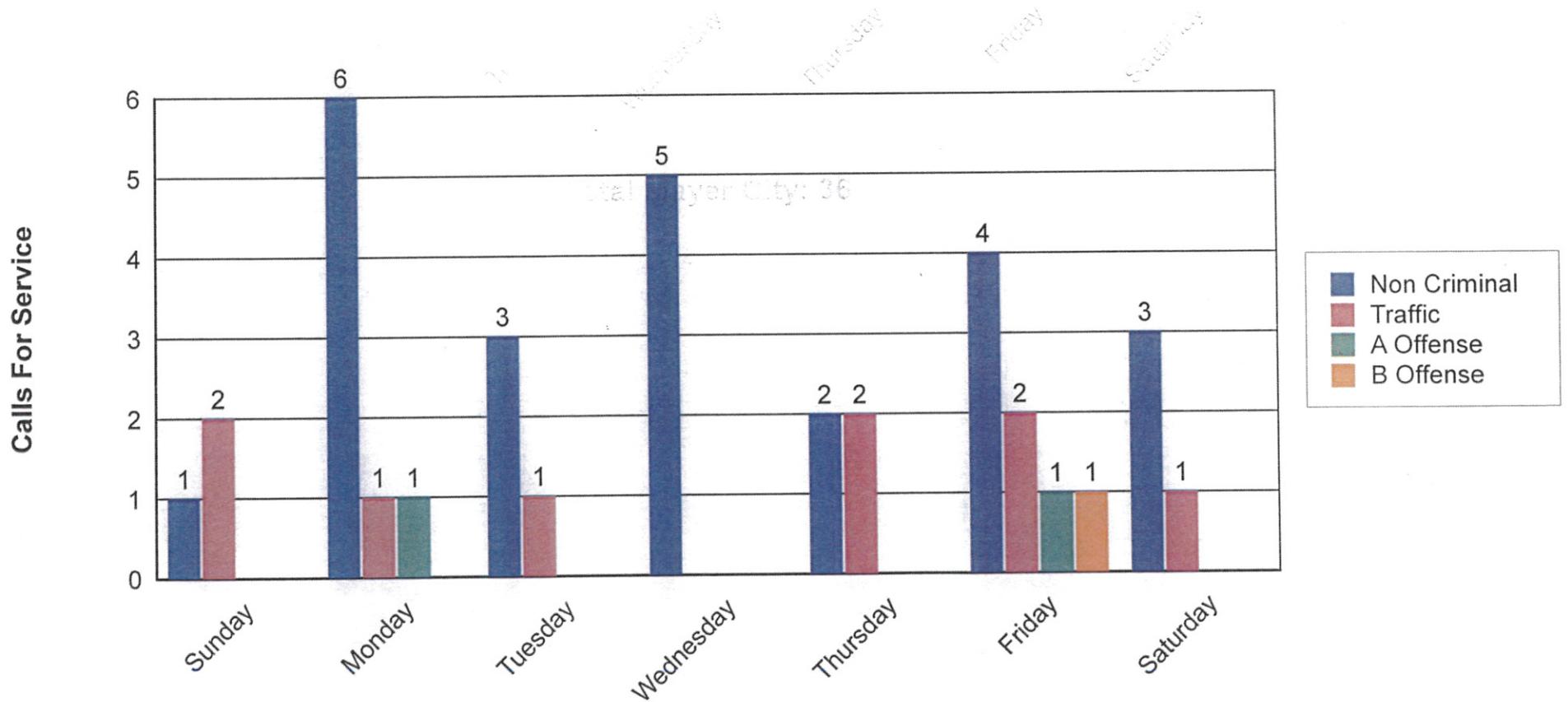
<b>Total A Offense:</b>	<b>2</b>
<b>Total B Offense:</b>	<b>1</b>
<b>Total Non Criminal:</b>	<b>24</b>
<b>Total Traffic:</b>	<b>9</b>
<b>Total Administrative:</b>	<b>4</b>

**Total Mayer City: 40**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
**From: 03/01/2017 To: 03/31/2017**

## Mayer City

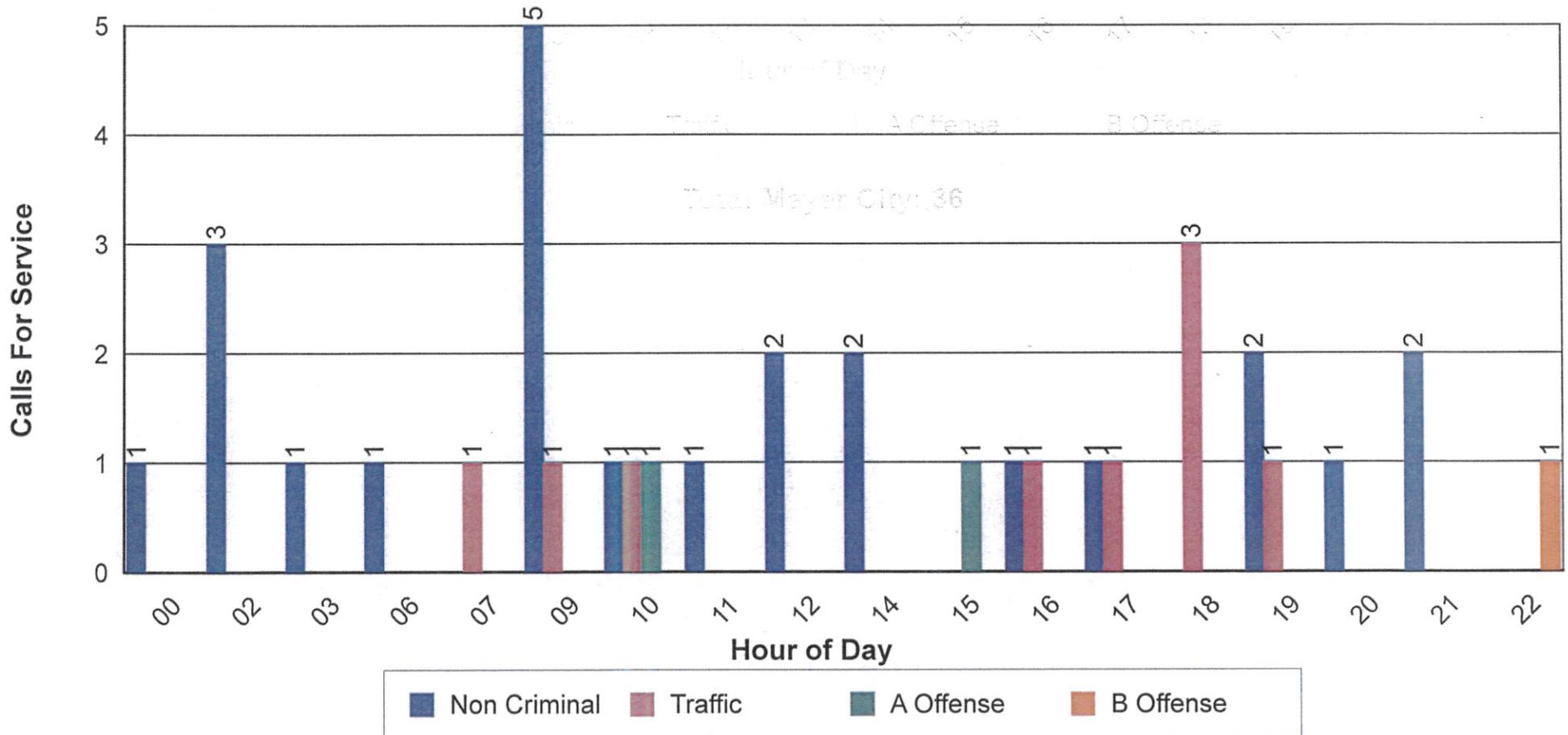


**Total Mayer City: 36**



**Carver County Sheriff's Office**  
**Hour of Day Analysis of Calls for Service**  
**Patrol Activity**  
**From: 03/01/2017 To: 03/31/2017**

**Mayer City**



**Total Mayer City: 36**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 03/01/2017 To: 03/31/2017**

## Mayer City

### Patrol

#### A Offense

Property Damage	1
Fraud	1
<b>Total A Offense:</b>	<b>2</b>

#### B Offense

Traffic - alcohol Rel	1
<b>Total B Offense:</b>	<b>1</b>

#### Non Criminal

Misc Non-criminal	2
Alarm	3
Abuse/Neglect (Info Only)	1
Animal	2
Medical	9
Fire Call	2
Suspicious Activity	5
<b>Total Non Criminal:</b>	<b>24</b>

#### Traffic

Traffic Stop	7
Pd Accident	1
Driving Complaint	1
<b>Total Traffic:</b>	<b>9</b>

**Total Patrol: 36**

### Administrative

#### Administrative

GunPermit-Acquire	2
GunPermit-CarryNew	2
<b>Total Administrative:</b>	<b>4</b>

**Total Administrative: 4**

**Total Mayer City: 40**



**Carver County Sherff's Office**  
**Traffic Citation Summary**  
**From: 03/01/2017 To: 03/31/2017**

**Mayer City**

Inattentive Driving:	1
No Proof Of Insurance:	1
Seatbelt Violation:	1
Total Mayer City:	3



**Carver County Sheriff's Office  
Verbal Warnings  
From: 03/01/2017 to 03/31/2017**

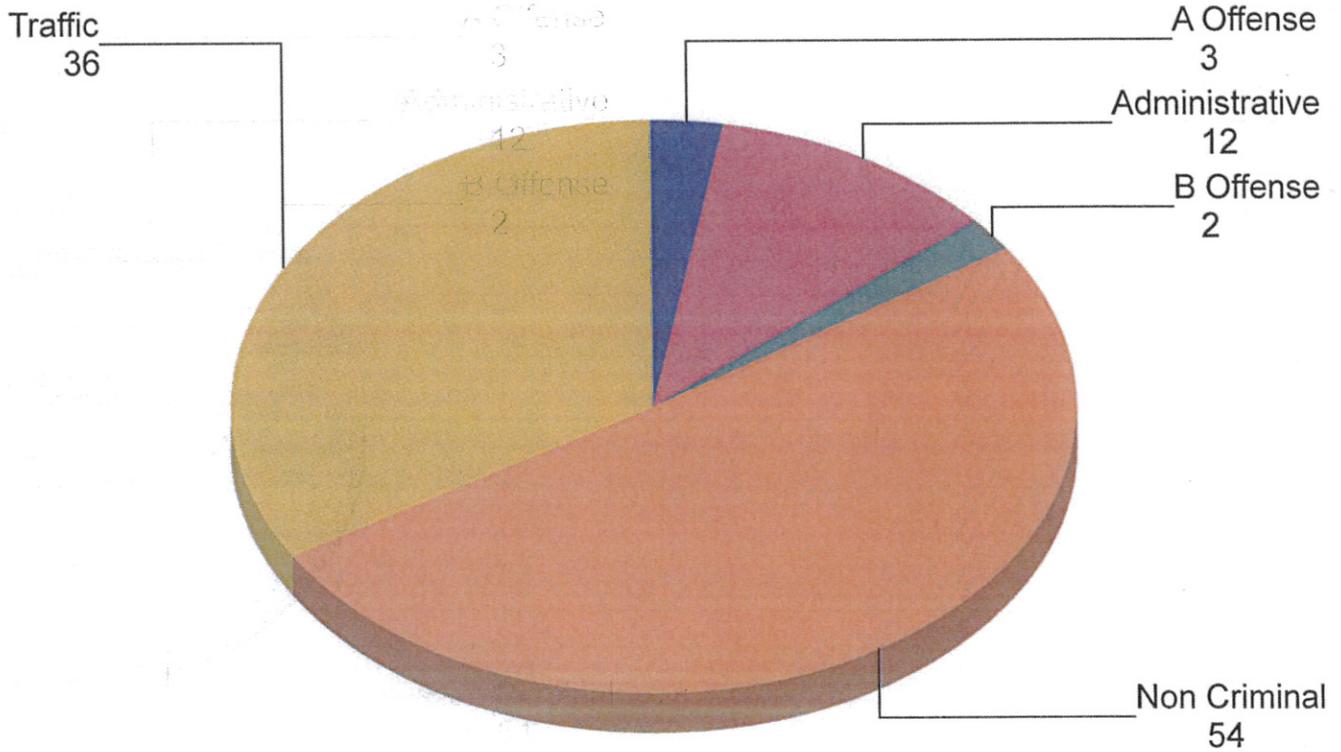
**Mayer City**

Traffic Stop:	5
Grand Total Verbal Warnings:	5



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 01/01/2017 To: 03/31/2017**

**Mayer City**



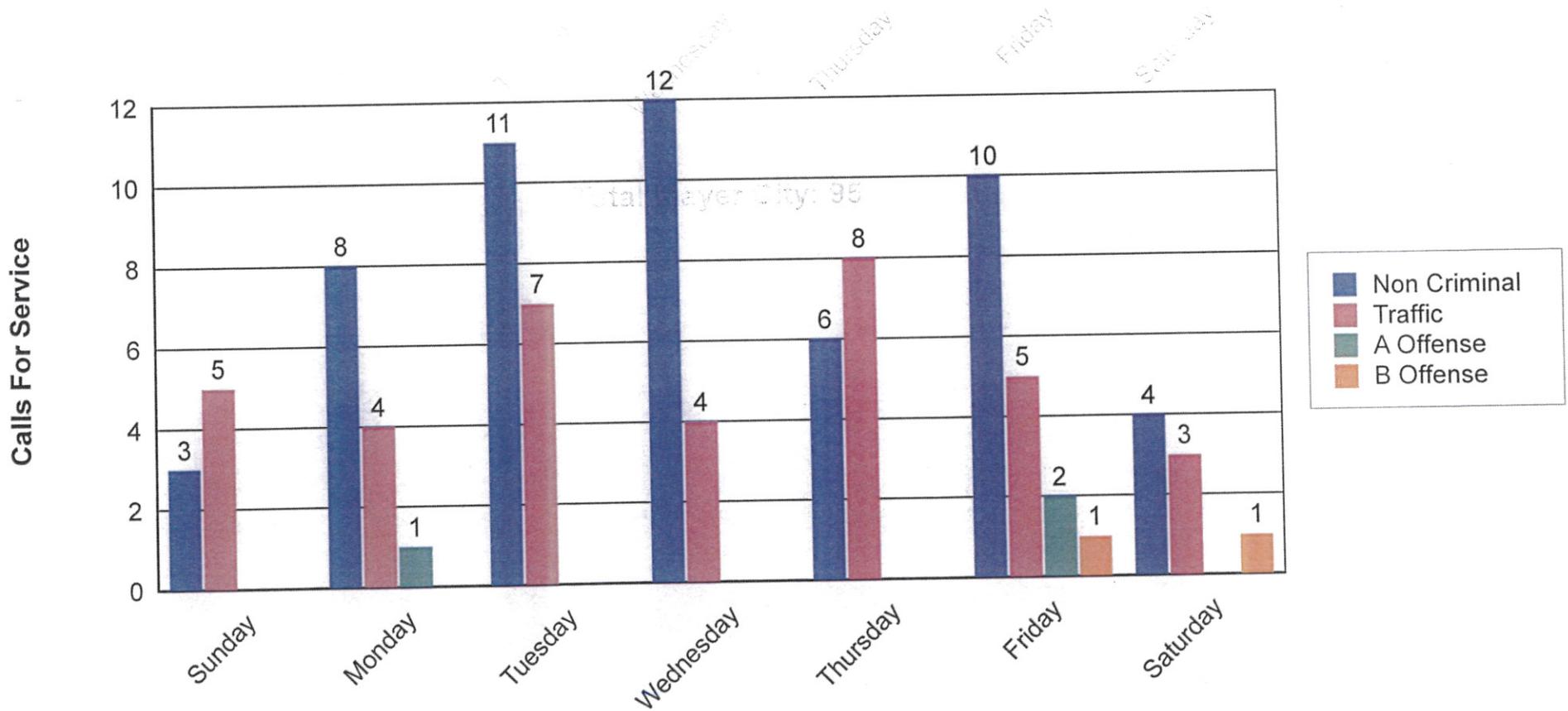
<b>Total A Offense:</b>	<b>3</b>
<b>Total B Offense:</b>	<b>2</b>
<b>Total Non Criminal:</b>	<b>54</b>
<b>Total Traffic:</b>	<b>36</b>
<b>Total Administrative:</b>	<b>12</b>

**Total Mayer City: 107**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
**From: 01/01/2017 To: 03/31/2017**

## Mayer City

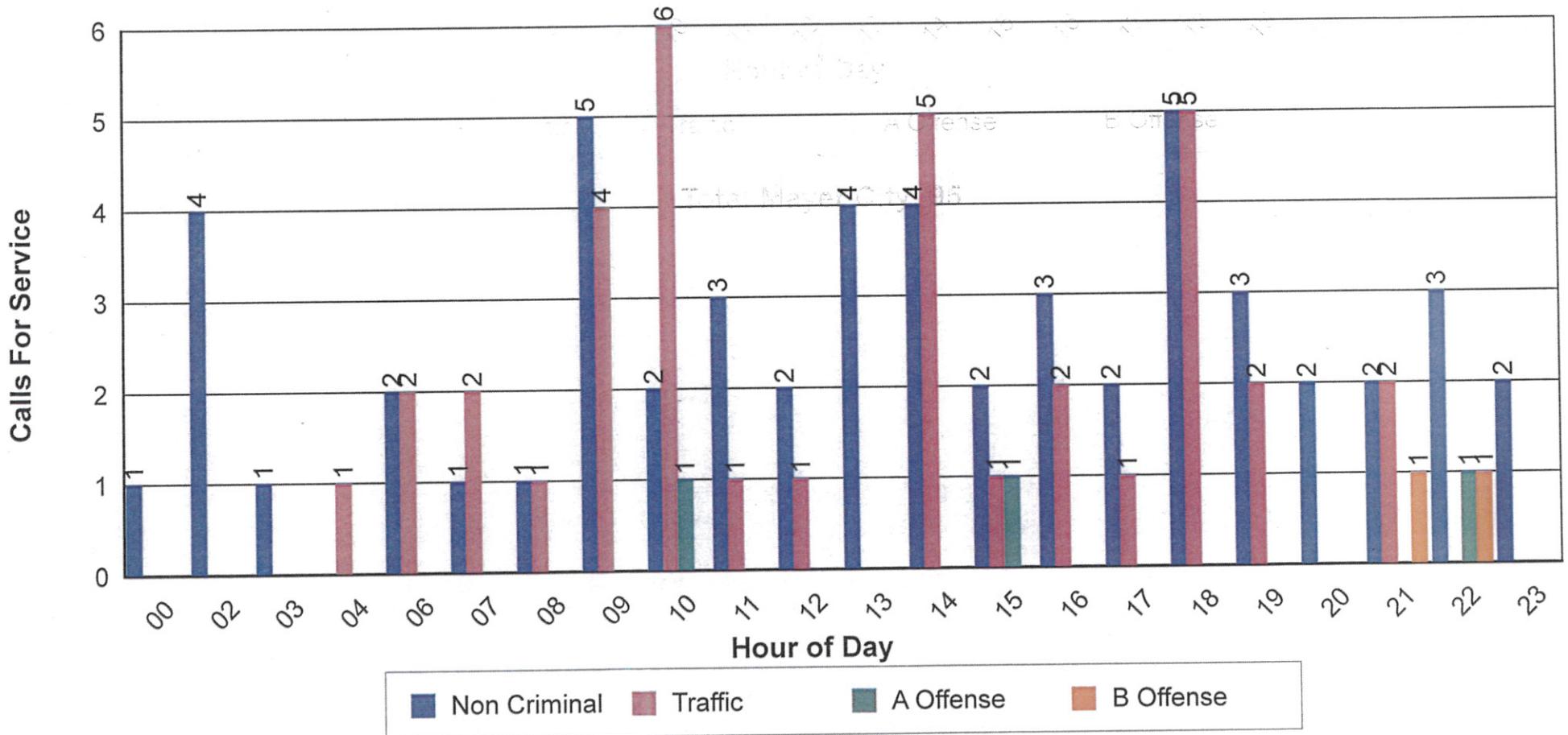


**Total Mayer City: 95**



**Carver County Sheriff's Office**  
**Hour of Day Analysis of Calls for Service**  
**Patrol Activity**  
**From: 01/01/2017 To: 03/31/2017**

## Mayer City



**Total Mayer City: 95**



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 01/01/2017 To: 03/31/2017**

# Mayer City

## Patrol

### A Offense

Drug Violation	1
Property Damage	1
Fraud	1
<b>Total A Offense:</b>	<b>3</b>

### B Offense

Traffic - alcohol Rel	2
<b>Total B Offense:</b>	<b>2</b>

### Non Criminal

Misc Non-criminal	11
Alarm	5
Abuse/Neglect (Info Only)	3
Animal	3
Medical	15
Assist Other Agency	1
Fire Call	3
Mental Health	1
Suspicious Activity	7
Disturbance (Info Only)	4
Child Custody Dispute	1
<b>Total Non Criminal:</b>	<b>54</b>

### Traffic

Traffic - Misc	4
Traffic Stop	28
Pd Accident	2
Driving Complaint	2
<b>Total Traffic:</b>	<b>36</b>

**Total Patrol: 95**

## Administrative

### Administrative

GunPermit-Acquire	5
GunPermit-CarryNew	3
GunPermit-CarryRenew	1
Lic - Liquor	3
<b>Total Administrative:</b>	<b>12</b>

**Total Administrative: 12**

**Total Mayer City: 107**



# Carver County Sherff's Office

## Arrest Summary

From: 01/01/2017 To: 03/31/2017

### Mayer City

35A - Drug/Narcotic Violations	1
35B - Drug Equipment Violations	1
90D - Driving Under the Influence	6
90G - Liquor Law Violations	2

---

Total Number of Charges Involving All Arrests:	10
Total Number Individuals Arrested:	5
Total Incident With Arrests:	3



**Carver County Sherff's Office**  
**Traffic Citation Summary**  
**From: 01/01/2017 To: 03/31/2017**

**Mayer City**

Inattentive Driving:	1
No Proof Of Insurance:	1
Seatbelt Violation:	1
Snowbird / Winter Parking:	1
Total Mayer City:	4



**Carver County Sheriff's Office**  
**Verbal Warnings**  
**From: 01/01/2017 to 03/31/2017**

**Mayer City**

	<b>Animal:</b>	<b>1</b>
1	<b>Misc Non-criminal:</b>	<b>1</b>
3	<b>Traffic Stop:</b>	<b>25</b>
27	<b>Grand Total Verbal Warnings:</b>	<b>27</b>

NIBRS - Activity Codes

Activity Code	Descriptor	
<b>GROUP A</b>		
AC	Animal Cruelty	Abuse or neglect of animal
AR	Arson	Intentionally destroy property by fire
A	Assault	Altercation between parties where physical harm occurred
AA	Aggravated Assault	Assault where substantial injury is caused or weapon used
BB	Bribery	Offering, giving, receive anything of value to sway judgement
B	Burglary	Unlawful entry into a structure to commit a crime
CF	Counterfeiting/Forgery	Alter, copy, imitation, passing a copy as an original
P	Property Damage	All damage to property
D	Drugs	All drug violations, possession of, sale of, manufacture of
EM	Embezzlement	Misappropriation of money, property entrusted to person
EX	Extortion/Blackmail	Unlawful obtain money, property by use or threat of force
U	Fraud	Intentional perversion of truth to obtain money or property
G	Gambling	Unlawful operate, promote or assist in operation of gambling
H	Homicide	Intentional taking of a persons life
HT	Human Trafficking	Induce a person to perform sex act or labor via force, fraud or coercion
K	Kidnapping	Unlawful seizure, transport or detain person against their will
T	Theft/larceny	Taking of property, stealing
V	Motor Vehicle Theft	Theft of a motorized vehicle
PO	Pornography	Manufacture, publish, sell, buy, possess sexually explicit material
PR	Prostitution	Unlawfully engage in or promote sexual activity for anything of value
R	Robbery	Taking of property by use of force
S	Sex Offenses	Forcible sexual assault
SN	Sex Offenses, Nonforcible	Nonforcible sexual intercourse (incest, statutory rape)
SP	Stolen Prop Offenses	Receive, buy, sell, possess, conceal, transport known stolen property
W	Weapons	Violation of manufacture, sale purchase, transport use firearm

**GROUP B**

BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	Trespassing	Unlawfully enter land, dwelling or other real property
M	All Other Offenses	OFP/Danco violation, Traffic - Hit & run accident
		All other offense not included in other A & B classifications
O *	Ordinances	Laws/rules created by county or cities.
*		Use only when Enforcement used (citation or arrest)

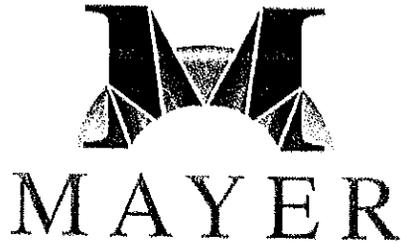
**Activity Codes**  
**Non-criminal, Traffic and Administrative**

<b>NON CRIMINAL</b>		
<b>Code</b>	<b>Description</b>	
1	Misc. NonCriminal	Gen law enforcement questions: citizen assists, lost and found property civil disputes, juvenile disciplinary issues, etc
2	Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
3	Alarm	Checking on an alarm at a private residence or business
4	Domestic	Verbal argument between parties. Must have relationship. No charges
5	Missing Person	Missing / Lost person (not runaway)
6	Abuse/Neglect - Info only	Abuse or neglect of children or adults
9	Animal	Animal bites, stray animals. All calls involving animals
10	Medical	Assist persons with medical issues, natural cause deaths
11	House/Business Check	Check on residences or business when owners are away from property
12	Assist other Agency	Assist other law enforcement, state patrol, govt depts, EMT or medical
13	Fire Call	Fires and assist to fire departments
15	Mental Health	Suicides, 72 hr holds for mental health issues
16	Civil Process	Service of civil papers. Assist with civil standby situations
17	Transport	Transport persons for various reasons.
19	Warrant Service	Service of warrant for Carver County and other counties.
20	Boat & Water	All incidents involving boats, watercraft and/or lakes
21	Snowmobile	All incidents involving snowmobiles
22	ATV	All incidents involving ATV
30	Suspicious Activity	Suspicious persons, acts or vehicles. Accidental 911 calls
31	Open Door	Located an open door to a business or residence
34	Drug - Info Only	Drug information only
35	Disturbance - Info Only	Noise complaint, disturbing peace
60	Child Custody Dispute	Incidents involving dispute over child custody

<b>TRAFFIC RELATED</b>		
<b>Code</b>	<b>Description</b>	
8	Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, veh in ditch, assists, all parking issues
38	Traffic - Stops	All traffic stops initiated by officers
50	Auto Accd - Prop Damage	Auto accident in which only property damage occurred
51	Auto Accd - MV vs deer	Auto accident involving a motor vehicle and deer
52	Auto Accd - Injury	Auto accident in which injury and property damage occurred
54	Auto Accd - Fatality	Auto accident in which a fatality occurred
80	Driving Complaint	Complaints of bad driving behavior.

**ADMINISTRATIVE**

Code	Description	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit -Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating immgration status
39	Rec Ck - Gambling Permit	Records check for gambling permit
40	Rec Ck - Citizen Academy	Records check for citizens academy
41	Rec Ck - Adoption	Records check for adoption
42	Rec Ck - Carver Cty Employ	Records check for Carver County employment
43	Rec Ck - SO Employ	Records check for Carver County Sheriff's Office employment
44	Rec Ck - SO Volunteer	Records check for Carver County Sheriff's Office Volunteer
45	Rec Ck - DHS	Records check for Dept of Human Services
46	Rec Ck - Name Change	Records check for Name change purposed
47	Rec Ck - Other Employ	Records check for other employment
48	Rec Ck - Individual	Records check for an individual
49	Rec Ck - Military	Records check for the military
61	License - Day Care	Records check for a day care license
62	License - Foster Care	Records check for a foster care license
63	License - Liquor	Records check for a liquor license
64	License - Massage Parlor	Records check for a massage parlor license
65	License - Fireworks	Records check for fireworks permit
66	License - Peddler	Records check for peddlers license
999	Sealed	Records are sealed by Court Order



City of Mayer  
Resolution No. 4-24-2017-24

Resolution Regarding Employment of Brent Mickolichek

WHEREAS, the City of Mayer made the decision to hire a full time public works employee,

WHEREAS, the City advertised for its position of Public Works Worker and has reviewed numerous applications for the position and interviewed a select group of candidates for said position; and

WHEREAS, the Council decided that the best candidate for the position is Brent Mickolichek after completing the formal interview process;

WHEREAS, the Council sets the starting wage for at Brent Mickolichek \$20.00 per hour;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mayer, Minnesota, that is Brent Mickolichek appointed to the position of Public Works II for the City of Mayer with a start date of.

Adopted by the City Council of the City of Mayer, Minnesota this 24<sup>th</sup> day of April 2017.

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

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



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from March 23<sup>rd</sup> to April 19<sup>th</sup> (2017)

**Roads**

- Pulled out broken street sign on the corner of Cardinal Circle and Hidden Creek BLVD
  - Order replacement parts
- Started and list of 2017 road repairs

**Parks**

- Conducted playground inspections on monthly basis
- Cleaned off basketball court in Bluejay Park (need to replace tiles)
- Emptied all of the trash cans
  - Pick up most of the trash laying in the parks
- Graded ball fields
- Installed volleyball net and soccer nets
- Attended park board meeting on 4/12/17

**Water Treatment Facility**

- Executed daily rounds
- Performed chlorine, fluoride, iron, and manganese tests on a weekly basis
- Received chemical deliveries from DCP Industries on a monthly basis
- Took water samples for Minnesota Department of Health
- Filled out monthly fluoride report for March 2017
- Changed out chlorine tanks as needed
- Cleaned chlorine analyzer and replaced reagents as needed
- Flushed KMNO4 feed line and mixed KMNO4 on a regular basis
- Exercised generator at WTP and Well #2 on a monthly basis
- Conducted well #2 draw down on a monthly basis
- Cleaned office
- Had issues with high service pump #1 VFD
  - Call Ideal service to troubleshoot drive
  - Had to replace the drive (\$3,000 expense)

**Wastewater Treatment Facility**

- Executed daily rounds and weekly sampling procedures
- Decant digester as necessary
- Washed down scum manhole and control structure #2 as necessary
- Cleaned cyclone grit separator as necessary
- Clean motor control room and blower room
- Ran TSS and Settleability tests
- Changed oil, checked belts, replaced filters, and greased all three aeration blowers
- Greased and tightened belt on exhaust fan in blower room
- Cleaned and replaced filters on air intake vent in blower room
- Changed oil and greased fine screen
- Changed oil and greased grit screw
- Changed oil and greased paddle wheel mixer
- Washed down digester walls as bio solids were being hauled out
- Clean scum manhole and cleaned influent channel in pretreatment building
- Washed the floor in the pretreatment building

- Had issues with UV air compressor
  - Changed out with spare compressor until original can be repaired

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

- Check lift station operations on daily basis
- Exercised generator on monthly basis
- Wrote proposal for the purchase of a new pump for sanitary lift station #1

#### **Miscellaneous**

- Worked on organizing public works building in between other public works tasks
  - AME Electric came to install additional light and wire in hot water heater in new public works building
  - Graded public works building lot and new fire station lot
  - Worked on installing new eyewash station in public works building
- Gopher one locates
- Worked on March public works activities sheet
- Changed out old water meters and MXU devices
- Installed MXU's and sealed water meters for new houses
- Read water meters on the 1<sup>st</sup> of each month
- Worked on 'On Call' schedule
- Ran to Mayer Lumber Yard to get supplies
- Ran to Farm Supply to get supplies
- Attended safety committee meeting and training in Waconia on a monthly basis
- Had Widmer construction move compost piles and push up brush pile at compost site
- Met with Aquatic Restoration Service about dredging storm water pond
- Worked on proposals for public works building fence installation and door painting
- Help give interviews for the new public works position
- Cleaned out equalization culvert between the two main storm water ponds in Hidden Creek (plugged)
- Attended the MPCA conference in Brooklyn Park on March 29<sup>th</sup>, 30<sup>th</sup>, and 31<sup>st</sup>
  - Took my "Class B" wastewater exam (waiting on the results)
- Attended pre construction meeting for County Road 30 project
- Attended council meeting on 3/27/17
- Attended council meeting on 4/10/17
- Attended interviews and special council meeting on 4/12/17
- Attended special council meeting on 4/19/17

#### **Equipment**

- Fueled and washed equipment as needed
- Took snow tires off skid loader and install summer tires
- Took mower out of cold storage
- Took tailgate sander of F-550 and placed in storage
- Put away all snow plowing equipment for the season
- Started tuning up weed whips for the season
- Total Energy Systems conducted yearly generator maintenance
- Exercised bypass pump on a monthly basis

#### **Safety Concerns**

- No safety concerns at this time



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

PH: (762) 448-8800  
Fax: (762) 448-8805  
Bolton-Menk.com

## MEMORANDUM

**Date:** April 19, 2017  
**To:** Mayer City Council  
**From:** David Martini  
**Subject:** Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk has worked on during the billing period between February 10<sup>th</sup> and March 10<sup>th</sup>, 2017:

### Miscellaneous Engineering

During the billing period, miscellaneous engineering included attendance at the February 27<sup>th</sup> Council Meeting and the following:

- Reviewing lot surveys for Hidden Creek
- Preparing a figure to show options for the location of a pavilion in Old School House Park

4 hours of time was provided at the City's reduced hourly rate and the City Council meeting was attended at no charge to the City, which resulted in a savings to the City of \$559.

### 2017 Seal Coating

During the billing period, time was spent reviewing past seal coating areas and proposed areas for 2017.

### Hidden Creek 7<sup>th</sup> (Pass Thru)

During the billing period, time was spent reviewing the construction plans, scheduling construction services, and pre-construction coordination.

### Cold Water Crossing 7<sup>th</sup> (Pass Thru)

During the billing period, time was spent reviewing the proposed plans, reviewing the sanitary sewer extension permit, reviewing project correspondence, and providing comments.



**To:** Mayor and Council Members

**From:** Luayn Ruch-Hammond, City Administrator

**Re:** Follow Up items

**Date:** April 24, 2017

1. Wellhead protection plan follow up letters that need to be sent to the Local Units of Government.
2. Follow up on light pole insurance claim.
3. May need to be a change city Code in reference to the liquor license on Sunday sales.
4. Quarterly investments interest allocation.
5. Follow up on the vehicle insurance coverage.
6. Carver County has only paid ½ of the \$50,000 from the WENR funds. The second half will need to be requested. See Paul Moline's email.
7. Ordinance 214 was never published per City Attorney. Need to be published once the final plat is approved.
8. Rick and Cassandra Stifter looking for a building to open a day care. They have met with Lee Hall of Open to Business.
9. Robert Boecker is interested in opening a business in the City of Mayer.
10. Bond refunding for September 2017.
11. Speed study with Carver County for County Road 30 to New Germany.
12. Casey's still needs to apply for mechanical and plumbing permits. They have picked up the building permit.
13. Advertisement for City wide Garage sales.
14. Follow up Neal K about proposed off road course.
15. Monitor pay requests from Prairie Restoration wetland project. – Mark Kjolhaug
16. Picnic Shelter West Ridge Park
17. Abatement of \$150 for the property at 323 Shimmcor Street
18. Liquor License Casey's
19. Landscape Inspections for release of escrow
20. Billing of escrow accounts for developers
21. Reductions in letters of credit for Coldwater Crossing
22. Street fee for 70<sup>th</sup> Street needs to be paid to HC1, LLC.
23. Follow up MDH Drinking Water Supply Plan approval from Metropolitan Council.
24. Follow up on fence permit for 305 Ash Avenue South- lots needed to be combined
25. Follow up on Fence permit for 205 4<sup>th</sup> Street NE

**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		April 24, 2017	
<b>Item Name:</b>		Approval of Resolution 4-24-2017-21 Supporting of Transfer of Building Eligibilities	
<b>Originating Department:</b>		Administration	
<b>Presented by:</b>		Luayn Ruch-Hammond	
<b>Previous Council Action (if any):</b>			
<b>Item Type (X only one):</b>	Consent <input type="checkbox"/>	Regular Session <input type="checkbox"/>	Discussion Session <input checked="" type="checkbox"/>
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>			
A motion approving Resolution 4-24-2017-21 21 Supporting of Transfer of Building Eligibilities			
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>			
The City is in receipt of a request to transfer two building eligibilities to one property. The request is from Greg Hoese to transfer one building eligibility from parcel 10.0312500 and one building eligibility from parcel 10.0320610 and to transfer both eligibilities to parcel 10.0161100. Because the City has zoning authority over the property where the building eligibilities are the City Council must approve the move. In the past the township first approves the transfer and then the City. Watertown township has approved the transfer with Resolution 4-3-2017. Staff is requesting approval of the transfer.			
<b>FINANCIAL IMPLICATIONS:</b>		<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Funding Sources & Uses:		Other _____	
Budget Information:			
Budgeted _____ Non Budgeted _____ Amendment Required _____			
Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	

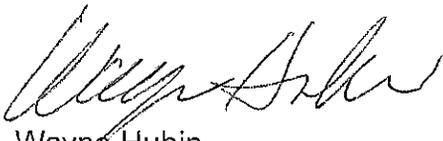
Watertown Township  
3580 C R 10 North  
P O Box 731  
Watertown MN 55388

**Board Resolution  
#4-3-2017**

Be it resolved this 3rd Day of April, 2017, that the Board of Supervisors of Watertown Township, Carver County, Minnesota, by motion, authorizes the following:

Greg Hoese, 5225 Highway 25 Mayer MN, is granted permission by the Board of Watertown Township to transfer one building eligibility from Parcel # 10.0312500, and an additional building eligibility from Parcel # 10.0320610, to Parcel #10.0161100.

All aforementioned parcels are within the boundries of Watertown Township, Carver County, MN.



Wayne Hubin  
Watertown Township Clerk  
4/3/2017



RESOLUTION NO. 4-24-2017-21

CITY OF MAYER,  
COUNTY OF CARVER

April 24, 2017

**RESOLUTION SUPPORTING TRANSFER OF BUILDING ELIGIBILITY IN WATERTOWN TOWNSHIP.**

**WHEREAS**, Greg J. Hoese of 5225 Highway 25, Mayer, Minnesota, has asked the City of Mayer to support his request to transfer two building eligibilities from property he owns in Watertown Township as Tax parcel No. 10-0312500 and Tax Parcel 10-03260610 to a property location or locations outside the established Watertown Township/City of Mayer Orderly Annexation Area, and

**WHEREAS**, the City of Mayer has no objection to such transfer as long as the eligibility is relocated outside the Watertown Township/City of Mayer Orderly annexation Area but within Watertown Township, and

**WHEREAS**, the Board of Supervisors of Watertown Township has granted permission to such transfer pursuant to Board Resolution #4-3-2017

**NOW, THEREFORE, BE IT RESOLVED:** That the City Council of the City of Mayer supports and approves the transfer of two building eligibilities as above referenced from Watertown Township Tax Parcel No. 10-0312500 and Tax Parcel 10-03260610 to a property location outside the established Watertown Township/City of Mayer Orderly Annexation Area but Within Watertown Township.

Passed and adopted by the City Council of the City of Mayer this 24<sup>th</sup> day of April, 2017.

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

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

**Property Card** Parcel ID Number 100312500 *FROM*

**Taxpayer Information**

Taxpayer Name  
GREG A HOESE

Mailing Address  
5225 HIGHWAY 25  
MAYER, MN 55360-9622



**Property Address**

Address

City

**Parcel Information**

Uses Agricultural	GIS Acres	10.47	Net Acres
	Deeded Acres	12.14	
	Plat		
	Lot		
	Block		

Tax Description P/O NE1/4 NE1/4 DESC AS: BEG AT NE CORN SECT 31 TH S ON E LINE NE1/4 1154.83' TH N89°W 846.91'

**Building Information**

Building Style	Above Grade Finished Sq Ft	Bedrooms
Year Built	Garage	

**Miscellaneous Information**

School District 0111	Watershed District WS 067 CARVER CO WMO	Homestead Y	Green Acres Y	Ag Preserve N
-------------------------	--	----------------	------------------	------------------

**Assessor Information**

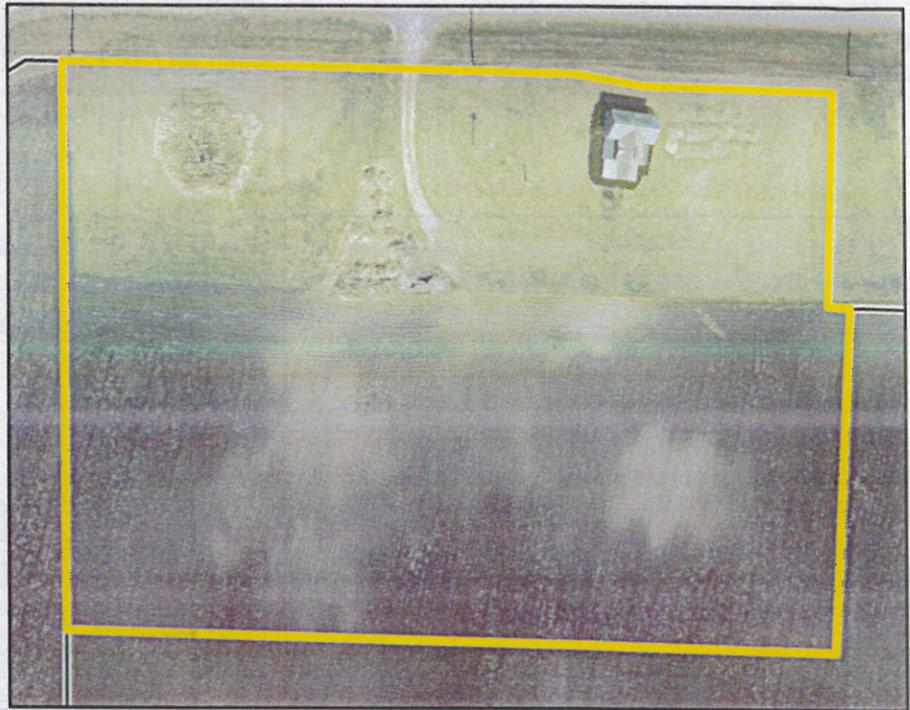
Estimated Market Value	2016 Values (Payable 2017)	2017 Values (Payable 2018)	Last Sale	
Land	\$126,500.00	\$126,500.00	Date of Sale	3/25/2005
Building	\$0.00	\$0.00	Sale Value	\$75,000.00
Total	\$126,500.00	\$126,500.00		

The data provided herewith is for reference purposes only. This data is not suitable for legal, engineering, surveying or other similar purposes. Carver County does not guarantee the accuracy of the information contained herein. This data is furnished on an 'as is' basis and Carver County makes no representations or warranties, either expressed or implied, for the merchantability or fitness of the information provided for any purpose. This disclaimer is provided pursuant to Minnesota Statutes §466.03 and the user of the data provided herein acknowledges that Carver County shall not be liable for any damages, and by using this data in any way expressly waives all claims, and agrees to defend, indemnify, and hold harmless Carver County, its officials, officers, agents, employees, etc. from any and all claims brought by anyone who uses the information provided for herein, its employees or agents, or third parties which arise out of user's access. By acceptance of this data, the user agrees not to transmit this data or provide access to it or any part of it to another party unless the user includes with the data a copy of this disclaimer.

**Property Card****Parcel ID Number**

100320610

From

**Taxpayer Information**Taxpayer Name  
GREG A HOESEMailing Address  
5225 HIGHWAY 25  
MAYER, MN 55360-9622**Property Address**Address  
13565 HIGHWAY 7  
City  
MAYER, MN 55360**Parcel Information**

Uses	Agricultural	GIS Acres	5.25	Net Acres
		Deeded Acres	6.01	
		Plat		
		Lot		
		Block		

Tax Description COMM AT NW CORN NW1/4 TH N88°E 584.77' TH S 463.82' TH W 561.81' TO W LINE NW1/4 TH N 453.37'

**Building Information**

Building Style	Above Grade Finished Sq Ft	Bedrooms
Year Built	Garage N	

**Miscellaneous Information**

School District	Watershed District	Homestead	Green Acres	Ag Preserve
0111	WS 067 CARVER CO WMO	Y	Y	N

**Assessor Information**

Estimated Market Value	2015 Values (Payable 2016)	2016 Values (Payable 2017)	Last Sale	
Land	\$63,400.00	\$63,400.00	Date of Sale	05/02/2013
Building	\$15,000.00	\$15,000.00	Sale Value	\$225,000.00
Total	\$78,400.00	\$78,400.00		

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**Property Card** Parcel ID Number 100161100 TO

**Taxpayer Information**

Taxpayer Name  
IRENE KARELS

Mailing Address  
3507 2ND AVE E  
HIBBING, MN 55746-2619



**Property Address**

Address  
3410 COUNTY ROAD 10 N

City  
WATERTOWN, MN 55388

**Parcel Information**

Uses	Agricultural	GIS Acres	54.7	Net Acres	54.66
		Deeded Acres	56.39		
		Plat			
		Lot			
		Block			

Tax Description P/O N1/2 SE1/4 LYING WLY OF HWY 10 EXC: 3 AC DESC AS: COMM AT SW CORN N1/2 SE1/4 TH S89\*E

**Building Information**

Building Style	1 1/2 Story Frame	Above Grade Finished Sq Ft	1825	Bedrooms	4
Year Built	1870	Garage	N		

**Miscellaneous Information**

School District	0111	Watershed District	WS 067 CARVER CO WMO	Homestead	N	Green Acres	N	Ag Preserve	Y
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**Assessor Information**

Estimated Market Value	2016 Values (Payable 2017)	2017 Values (Payable 2018)	Last Sale	
Land	\$360,500.00	\$347,700.00	Date of Sale	8/13/1997
Building	\$23,800.00	\$40,800.00	Sale Value	\$10,000.00
<b>Total</b>	<b>\$384,300.00</b>	<b>\$388,500.00</b>		

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**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** April 24, 2017  
**Item Name:** 3.2 Liquor License Casey's  
**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 3.2 liquor license for Casey's.

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

The City has received an application for Casey's for a 3.2 liquor license. Staff will send the license to Carver County Sheriff's Department for the background check. Submission to the State for approval before issuing the liquor license. Staff is requesting approval of the liquor license.

<p><b>FINANCIAL IMPLICATIONS:</b></p> <p>Funding Sources &amp; Uses: _____</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>_____ Other</p>
---	--

<p>Approved _____</p> <p>Resolution No. _____</p>	<p>Denied _____</p>	<p>Tabled _____</p> <p>Ordinance No. _____</p>	<p>Other _____</p>
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**CASEY'S GENERAL STORES, INC.**

P.O. Box 3001 • One SE Convenience Blvd • Ankeny, Iowa • 50021 • 515-965-6100

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TO: City of Mayer

FROM: Mikael Ahrens, Store Operations

RE: New Beer License Application

Dear Luayn,

Please find the enclosed 3.2 beer license applications and fee for our newest Casey's General Store opening in Mayer in July.

**Please feel free to email the applications or notices to me at [mikael.ahrens@caseys.com](mailto:mikael.ahrens@caseys.com) or continue forwarding any paperwork directly to me at:**

*Mikael Ahrens  
Casey's General Stores  
P.O. Box 3001  
Ankeny, Iowa 50021*

Once the license has been issued please send the original to my attention at our corporate office.

If you have any questions, please feel free to give me a call at **(515) 965-6517** or fax me at **(515) 965-6205**.

Sincerely,

*Mikael Ahrens*

Mikael Ahrens  
Store Operations  
[Mikael.ahrens@caseys.com](mailto:Mikael.ahrens@caseys.com)



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division (AGED)  
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133  
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

**Cities and Counties:** You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses  
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License: MAYER License Period From: 07/01/2017 To: 12/31/2017

Circle One: New License License Transfer \_\_\_\_\_ Suspension Revocation Cancel \_\_\_\_\_  
 (former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale  
 Fee(s): On Sale License fee: \$ \_\_\_\_\_ Sunday License fee: \$ \_\_\_\_\_ 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ 200.00

Licensee Name: CASEY'S RETAIL COMPANY DOB INCORP-04-01-2014 Social Security # \_\_\_\_\_  
 (corporation, partnership, LLC, or Individual)

Business Trade Name CASEY'S GENERAL STORE #3591 Business Address 313 SHIMM COR STREET City MAYER

Zip Code 55360 County CARYER Business Phone \_\_\_\_\_ Home Phone 515-965-6517

Home Address PO BOX 3001 City ANKENY, IOWA 50021 Licensee's MN Tax ID # \_\_\_\_\_

Licensee's Federal Tax ID # 20-1025921 (To Apply call 651-296-6181)  
 (To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:  
 PLEASE SEE THE ATTACHED OFFICER'S LIST

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
(Partner/Officer Name (First Middle Last))	DOB	Social Security #	Home Address
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: EMPLOYER'S MUTUAL CASUALTY COMPANY Policy # 1X3036817

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.  
 City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at [www.dps.state.mn.us](http://www.dps.state.mn.us).

<b>REQUEST FOR CITY COUNCIL ACTION</b>			
<b>Meeting Date:</b>	April 24, 2017		
<b>Item Name:</b>	Grading Old Schoolhouse Park		
<b>Originating Department:</b>	Administration		
<b>Presented by:</b>	Luayn Ruch-Hammond		
<b>Previous Council Action (if any):</b>			
<b>Item Type (X only one):</b>	Consent <input type="checkbox"/>	Regular Session <input type="checkbox"/>	Discussion Session <input type="checkbox"/>
		<input checked="" type="checkbox"/>	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>			
A motion approving grading in Old Schoolhouse Park be completed by Schneider Excavating.			
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>			
Park Board is recommending that City Council approve of an area in Old Schoolhouse Park that abuts Sunset Meadows subdivision that was never final graded.			
A quote was received from Schneider Excavating in the amount of \$2,500 an additional cost of \$1,000 to seed the area bringing the total to \$3,500			
Park Board did approve the request at their April 11 <sup>th</sup> meeting and is requesting Council approval.			
<b>FINANCIAL IMPLICATIONS:</b>		<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Funding Sources & Uses:			
Budget Information:			
	Budgeted <input type="checkbox"/>		
	Non Budgeted <input type="checkbox"/>		
	Amendment Required <input type="checkbox"/>	Other <input type="checkbox"/>	
<b>Approved</b> <input type="checkbox"/>	<b>Denied</b> <input type="checkbox"/>	<b>Tabled</b> <input type="checkbox"/>	<b>Other</b> <input type="checkbox"/>
<b>Resolution No.</b> _____		<b>Ordinance No.</b> _____	





**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		April 24, 2017					
<b>Item Name:</b>		Amendment to 2017 Sheriff's Contract					
<b>Originating Department:</b>		Administration					
<b>Presented by:</b>		Luayn Ruch-Hammond					
<b>Previous Council Action (if any):</b>							
<b>Item Type (X only one):</b>		Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)</b>							
A motion authorizing the signature's on the Amendment to Professional Service Agreement for Contract Police Services.							
<b>EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)</b>							
The City had included the 2017 Sheriff's contract a .5 position. Since the City has decided that it is going to use the funds for overtime instead of staffing the contract needs to be amended. If the item remains in the contract the County will bill the City for the .5 position and then refund the money at the end of the year. Commander Tschida presented the amendment to professional service agreement to the City and is requesting approval. Staff is requesting approval of the amendment to the professional service agreement.							
<b>FINANCIAL IMPLICATIONS:</b>				<b>ADVISORY BOARD RECOMMENDATIONS:</b>			
Funding Sources & Uses:							
Budget Information:							
Budgeted							
Non Budgeted							
Amendment Required				Other			
<b>Approved</b>		<b>Denied</b>		<b>Tabled</b>		<b>Other</b>	
Resolution No. _____		_____		Ordinance No. _____		_____	



**CARVER  
COUNTY**

**Office of County Sheriff**  
Carver County Government Center  
Justice Center  
606 East Fourth Street  
Chaska, Minnesota 55318-2102

**Jim Olson, Sheriff**  
Emergency: 911  
Sheriff Admin: (952) 361-1212  
Admin. Fax: (952) 361-1229  
Dispatch: (952) 361-1231  
(Non-Emergency)

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT  
Contract for Police Services**

WHEREAS, Carver County and the City of Mayer entered into a Contract for Police Services for 2017, and:

WHEREAS, the Carver County Sheriff's Office and City of Mayer wish to amend said Contract to delete the .5 FTE and also delete the billing of \$25,255 for the .5 FTE; adjust the cost of the patrol vehicle to reflect .67 of a patrol vehicle, now:

THEREFORE BE IT RESOLVED that the amended cost of the Contract for Policing for 2017 is \$84,687 and:

BE IT FURTHER RESOLVED that all other terms and conditions of this contract remain in effect as per the original contract.

City of Mayer

County of Carver

\_\_\_\_\_

Mayor

\_\_\_\_\_  
County Administrator      Date

\_\_\_\_\_

City Administrator

\_\_\_\_\_  
Sheriff      Date

**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		April 24, 2017	
<b>Item Name:</b>		Development Agreement Coldwater Crossing 7 <sup>th</sup> Addition	
<b>Originating Department:</b>		Administration	
<b>Presented by:</b>		Luayn Ruch-Hammond	
<b>Previous Council Action (if any):</b>			
<b>Item Type (X only one):</b>		Consent	Regular Session <input checked="" type="checkbox"/> Discussion Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)</b>			
A motion approving resolution 4-24-2017-23 Development agreement for Coldwater Crossing 7 <sup>th</sup> Addition.			
<b>EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)</b>			
Staff and developer have met and are in-agreement with the attached Development Agreement for Coldwater Crossing 7 <sup>th</sup> Addition.			
Staff is requesting approval of the attached development agreement.			
<b>FINANCIAL IMPLICATIONS:</b>		<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Funding Sources & Uses:			
Budget Information:			
<input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required			
Approved: _____ Denied: _____ Resolution No. _____		Tabled _____ Other _____ Ordinance No. _____	

CITY OF MAYER  
CITY COUNCIL  
RESOLUTION NO. 4-24-2017-23

RESOLUTION APPROVING DEVELOPMENT AGREEMENT FOR COLDWATER CROSSING 7<sup>TH</sup> ADDITION

WHEREAS, on April 10, 2017, the City Council of the City of Mayer adopted City Council Resolution No. 4-10-2017-20 approving a final plat known as Coldwater Crossing 7<sup>th</sup> 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 April 20, 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 Coldwater Crossing 7<sup>th</sup> Addition with attached Exhibits dated as of April 20, 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 24<sup>th</sup> day of April, 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  
COLDWATER CROSSING 7TH ADDITION  
BY AND BETWEEN  
THE CITY OF MAYER  
AND  
COLDWATER X, LLC

AGREEMENT FOR DEVELOPMENT  
RELATING TO THE DEVELOPMENT OF  
COLDWATER CROSSING 7TH ADDITION

BY AND BETWEEN

THE CITY OF MAYER

AND

COLDWATER X, LLC

APRIL 20, 2017

CITY OF MAYER  
CARVER COUNTY, MINNESOTA

DEVELOPMENT AGREEMENT  
FOR  
COLDWATER CROSSING 7<sup>TH</sup> ADDITION

THIS AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of April, 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 COLDWATER X, 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 1 attached hereto consisting of approximately 63.48 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 "Coldwater Crossing 7<sup>th</sup> Addition" Development (the "Property").
- 1.02 The Preliminary Plat. Developer has made application to subdivide the Property into 28 single family lots to be used for residential purposes together with three Outlots. Outlot C will be set aside for future development. Outlots A and B will be used for storm water ponding purposes. The City Council gave preliminary plat approval for the Property on February 13, 2017, subject to certain conditions as set forth in City of Mayer Resolution No. 2-13-217-10 adopted by the City Council on February 13, 2017.
- 1.03 The Final Plat. Developer previously requested that the City approve its proposed final plat for the 7<sup>th</sup> Addition of Coldwater Crossing and to allow construction to

proceed. The 7<sup>th</sup> Addition consists of 28 single family residential lots and three Outlots. Outlot C is set aside for future development. Outlots A and B are set aside for storm water ponding purposes.

A copy of the final plat of Coldwater Crossing 7<sup>th</sup> Addition is attached hereto as **Exhibit 2**. Subject to conditions, the City gave final plat approval on April 10, 2017, pursuant to Resolution No. 4-10-2017-20. See **Exhibit 3**.

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 at Coldwater Crossing and the City issued a negative declaration on August 1, 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 PRD Planned Residential District, 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 (the "Warranty Period") 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 Coldwater Crossing 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 Sathre-Bergquist, last revised as of \_\_\_\_\_, on file at the City (hereinafter the "Plans") which have been approved by the City Engineer and the Improvements described in Exhibit 4. "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 4 in the amount of \$790,480.94. A corresponding letter of credit in the amount of \$988,101.00 shall be provided, which is equal to 125% of the costs of the improvements for the 7<sup>th</sup> 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.

4.065 Outlots. Outlots A and B shall be decided by Developer to the City when the final plat is recorded.

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.

#### 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. Landscaping shall meet all landscaping requirements of the Mayer City Code. 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.**

Coldwater Crossing 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. At this time Developer is not proposing to file any Protective Covenants or Restrictions. 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 Coldwater Crossing 7<sup>th</sup> 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 Coldwater Crossing 7th Addition are as follows:

- (a) Storm water: \$2,650.00 per acre x 10.53 acres = \$27,904.50
  - (b) Sanitary sewer: \$2,350.00 per acre x 10.53 acres = \$24,745.50
  - (c) Water: \$2,350.00 per acre x 10.53 acres = \$24,745.50
- Total = \$77,396.00

This charge shall be paid by Developer to the City prior to the execution by the City and recording of the Final plat of Coldwater Crossing 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 Coldwater Crossing 7th Addition during construction of improvements for same.

10.04. Sealcoating Fee: Developer agrees to pay the City of Mayer for the first sealcoating based on \$1.75/square yard. The development consists of 4,333 square yards of street improvements, so the total escrow amount will be \$7,582.75.

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 April 5, 2017 attached hereto as Exhibit 5; and 2) City Engineer Review and Comments, dated January 25, 2017 attached hereto as Exhibit 5.5.

10.07. City Resolution. The terms of Exhibit 3 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 AND MAILBOXES.

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 6.

11.02 Mailboxes. Mailboxes shall be installed as shown on Exhibit 6.

**SECTION 12. COMPLETION OF DEVELOPER'S IMPROVEMENTS.**

Developer shall complete all Developer's Improvements as set forth in Section 3 on or before the one year anniversary of the date this Agreement is approved by the City, 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 two 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 Coldwater Crossing 7th Addition and The Declaration of Protective Covenants and Restrictions, if any, 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 8.

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. The Letter of Credit shall be issued by a banking institution headquartered in Minnesota. 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 present and draw 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 seven (7) business days from the date of the written notification to cure the default specifying, in reasonable detail, the default and the required cure. Developer shall commence any action as required to cure the default within the same seven (7) day period and shall use Developer's best efforts to timely complete such action. In the event cure for the default requires approval or action by a third party or, if the request is not one that can be reasonably expected to be completed within seven (7) business days, then the City may not take any steps to cure the default if the Developer has undertaken, in good faith, to cure or dispute the same and continual progress is made on such cure or dispute.

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. Such consideration for a reduction shall not be unreasonably delayed or withheld. 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 ("Warranty 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 the Improvements, administration, legal, planning, engineering and inspection, expenses incurred in connection with approval and acceptance of the plat of Coldwater Crossing 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. Upon receipt of a statement for any such cost or expense, City will forward a copy to Developer and place such statement on the City Council meeting agenda for approval. The City may then draw on the deposit to pay such statement or statements.

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 Coldwater Crossing 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. Unless otherwise specified herein, if Developer fails to cure the Event of Default within seven (7) business 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 Coldwater Crossing 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 email and mailed to Developer by United States mail, postage prepaid, to the following address:

If to Developer: Jude Lague  
Coldwater X, LLC  
8395 Ox Yoke Circle  
Maple Plain, MN 55359  
Phone: 763-497-8733  
Email: judel@jetedge.com

With copy to: Madigan, Dahl & Harlan, P.A.  
222 South Ninth Street, Suite 3150  
Minneapolis, MN 55402  
Phone: 612-604-2000  
Email: harlan@mdh-law.com  
Attn: Thomas P. Harlan, Esq.

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:

If to the City: City of Mayer  
City Administrator  
413 Bluejay Avenue  
Mayer, MN 55360-0102  
(952) 657-1502  
Email: cityadmin@frontiernet.net

IN WITNESS WHEREOF, the City of Mayer and Coldwater X, LLC, the parties hereto, have caused this Agreement to be executed in their corporate and company names by their duly authorized officers as of the day and year first above written.

CITY:

CITY OF MAYER

DEVELOPER:

COLDWATER X, LLC

By: \_\_\_\_\_  
Mike Dodge  
Its Mayor

By: \_\_\_\_\_  
Jude Lague  
Its Chief Manager



EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Outlot B,  
Coldwater Crossing 6<sup>th</sup> Addition

WHL

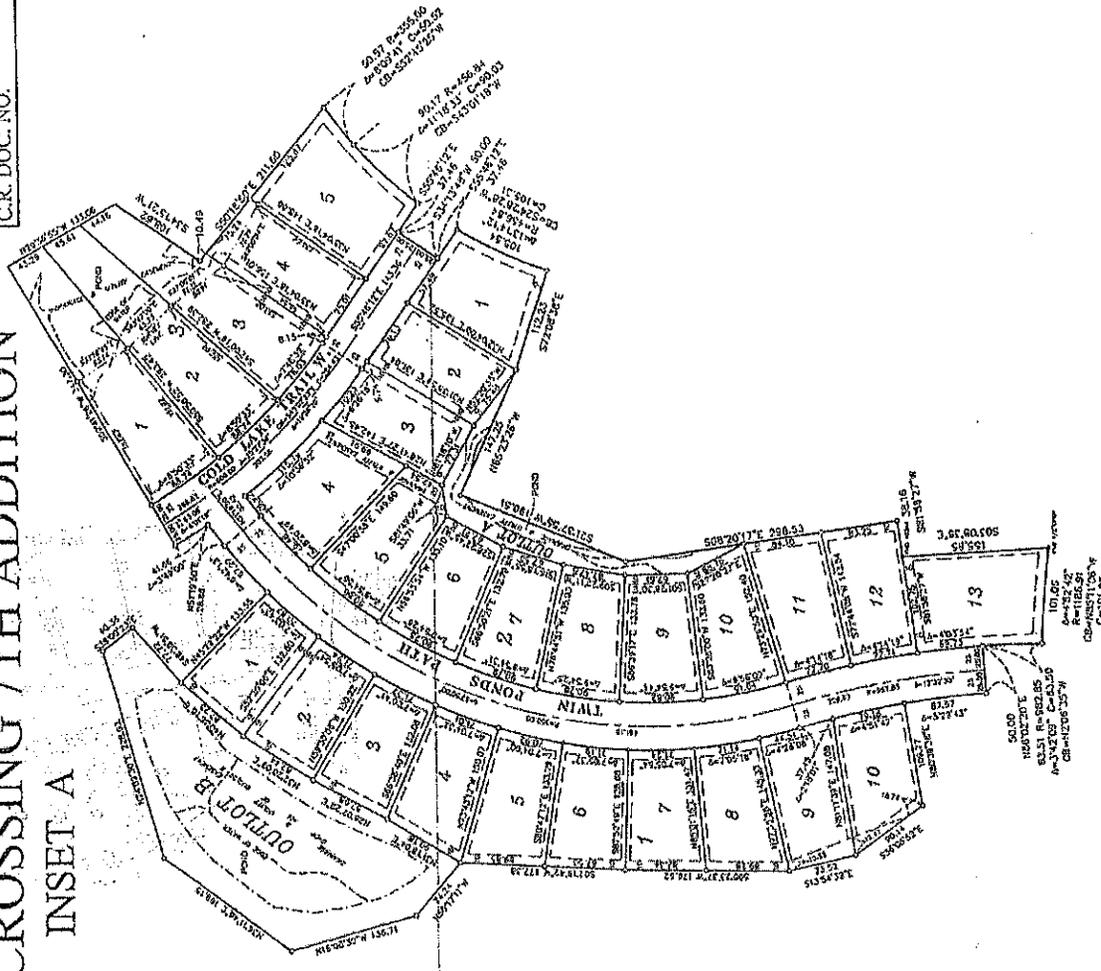
PLANNING  
MAY 1974

EXHIBIT 1

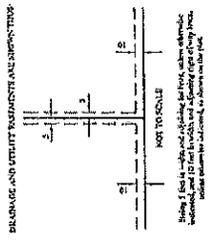
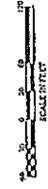
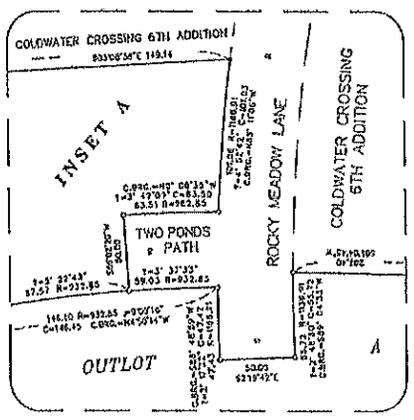
PLAT FILE NO.  
C.R. DOC. NO.

COLDWATER CROSSING 7TH ADDITION  
INSET A

SHEET 2 OF 2 SHEETS



DETAIL A  
(No Scale)



- Shows a 1/2 inch wide utility easement as shown on the plat.
- Shows a 1/2 inch wide utility easement as shown on the plat.
- Shows a 1/2 inch wide utility easement as shown on the plat.
- Shows a 1/2 inch wide utility easement as shown on the plat.

SATHRE-BERQUIST, INC.





## RESOLUTION APPROVING FINAL PLAT

CITY OF MAYER  
CITY COUNCIL 4-10-2017-20

## A RESOLUTION APPROVING A FINAL PLAT KNOWN AS COLDWATER CROSSING 7TH ADDITION

WHEREAS, Coldwater X, LLC (the "Applicant" and "Owner"), has submitted a final 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 was rezoned to PRD Planned Residential Development District by the City Council on February 13, 2017 along with a PRD Planned Residential development preliminary development plan; 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 Coldwater Crossing 7th Addition was approved by the City Council on February 13, 2017; and

WHEREAS, the final plat for Coldwater Crossing 7th Addition is consistent with the preliminary plat and was reviewed by the Planning Commission at their April 4, 2017 meeting where a recommendation to approve the final plat was passed on a 5-0 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, building setbacks and right of way width, shall be governed in accordance with approved Final Development Plan standards; and

WHEREAS, the City Council makes the following findings of fact in support of granting approval of the final plat:

- A. The legal description of the subject property is: Outlot B, Coldwater Crossing 6th Addition.
- B. The Planning Report dated April 5, 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 is attached as Exhibit C.
- F. The Final Plat of Coldwater Crossing 7th Addition dated 3-28-17 is attached as Exhibit D.

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

1. Engineer's Comments. The final plat and related documents shall be reviewed by the City Engineer and the final plat shall satisfactorily address any comments and conditions as required by the City Engineer.
2. Park Dedication. There shall be no required park dedication with this plat.

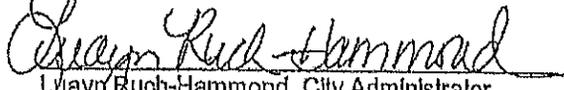
3. Sidewalks. The applicant shall be required to construct a five foot wide concrete sidewalk to City specifications along the south side of Cold Lake Trail, along one side of Twin Ponds Path and along the north side of Rocky Meadow Lane east of Twin Ponds Path, for the entire length of lot 13 block 2.
4. 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.
5. Wetland Delineation. No wetland delineation will be required with the approval of the Coldwater Crossing 7th Addition final 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. 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.
11. Outlot Dedication. Outlots A & B shall be deeded to the City when the final plat is recorded.
12. Mallboxes. A cluster mailbox plan will be required to be submitted to the City for review with the final plat.
13. Required Landscaping. Each lot shall have two over-story trees per street frontage, located in the front yard, and an additional two trees in the side yard adjacent to a street.
14. 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.
15. 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 10th day of April, 2017.

Adopted by the Mayer City Council this 10th day of April, 2017.

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

Attest:

  
\_\_\_\_\_  
Clayton Ruch-Hammond, City Administrator

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

Exhibit D - Final Plat Coldwater Crossing 7th Addition dated 3-28-17

Exhibit A - Aerial Location Map



This map was created using Certral County's Geographic Information Systems (GIS), & is a compilation of information and data from various City, County, State, and Federal sources. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Certral 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 2

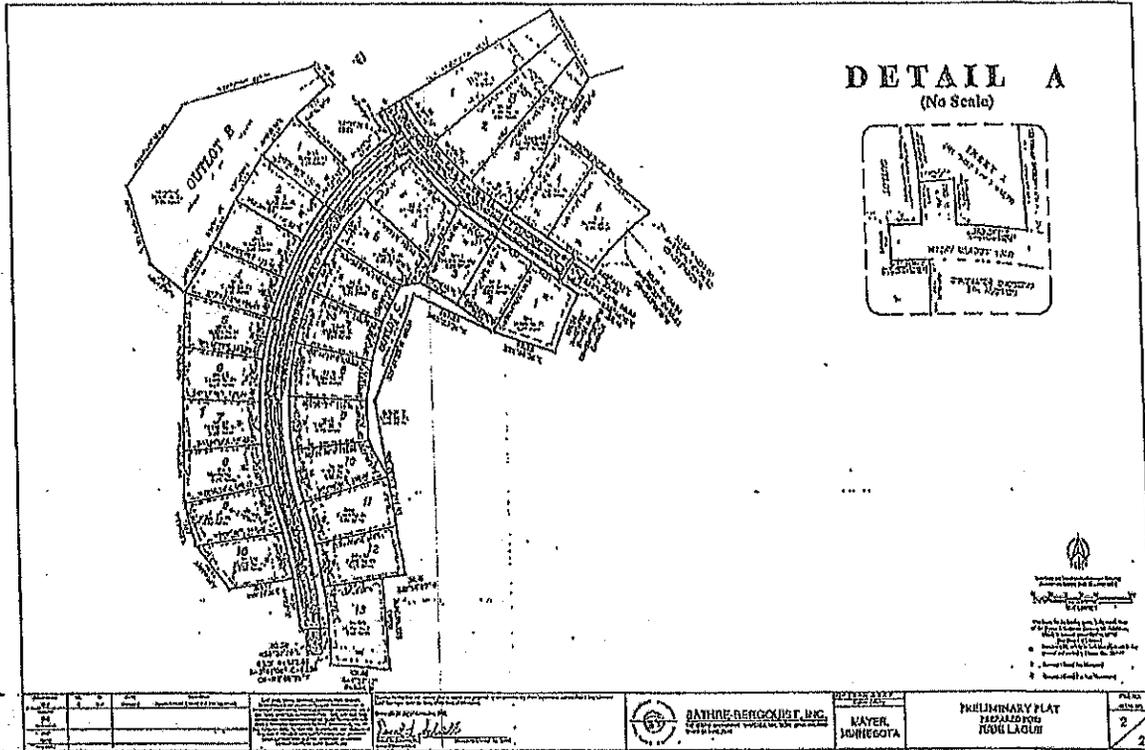


Exhibit C - Site Plan of Coldwater Crossing 7th Addition

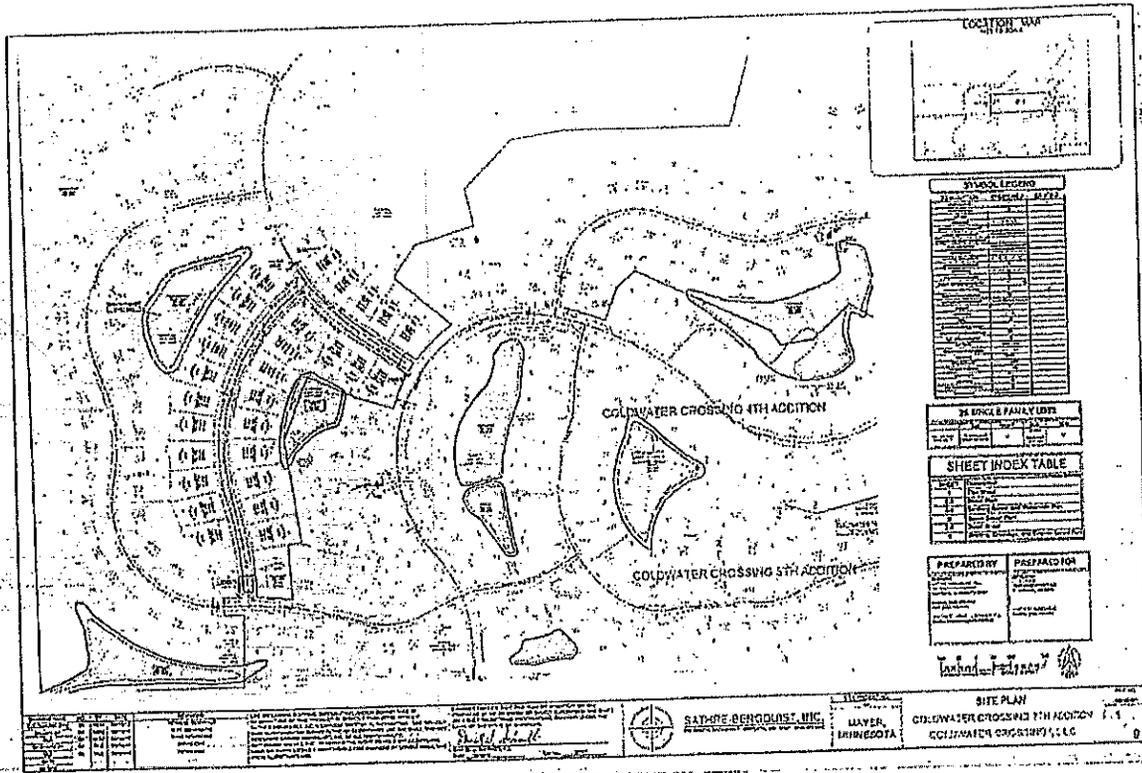


Exhibit D - Final Plat Coldwater Crossing 7th Addition dated 2-28-17 page 1

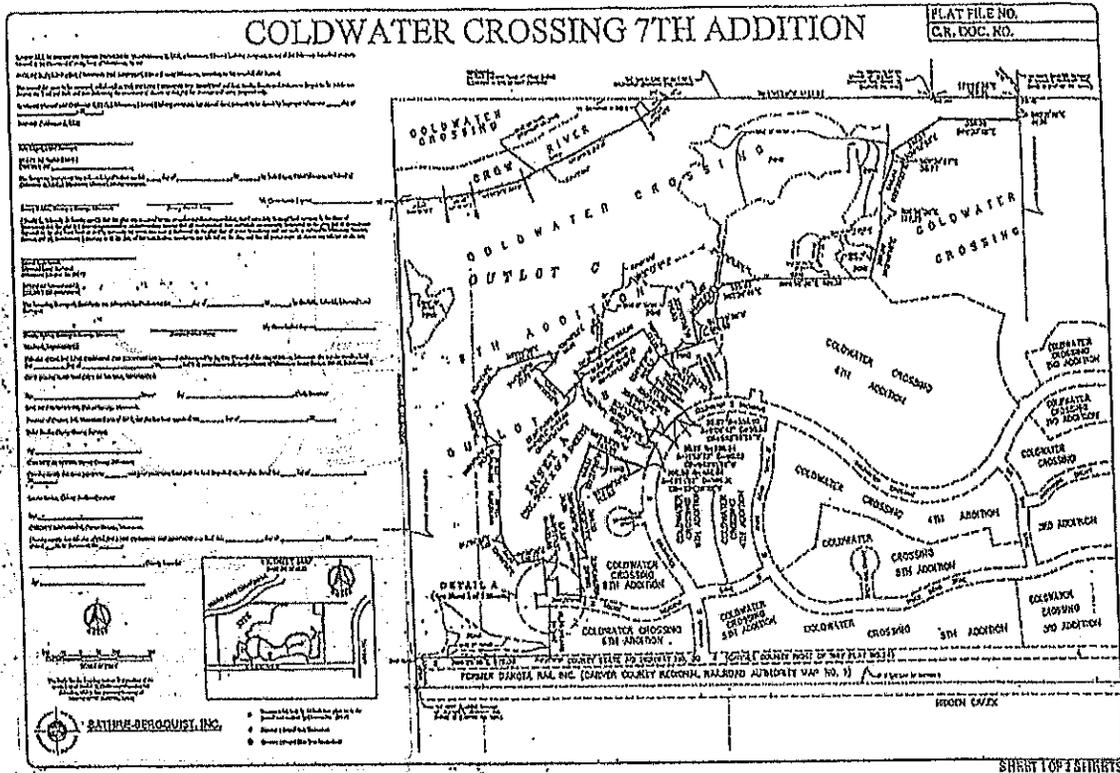
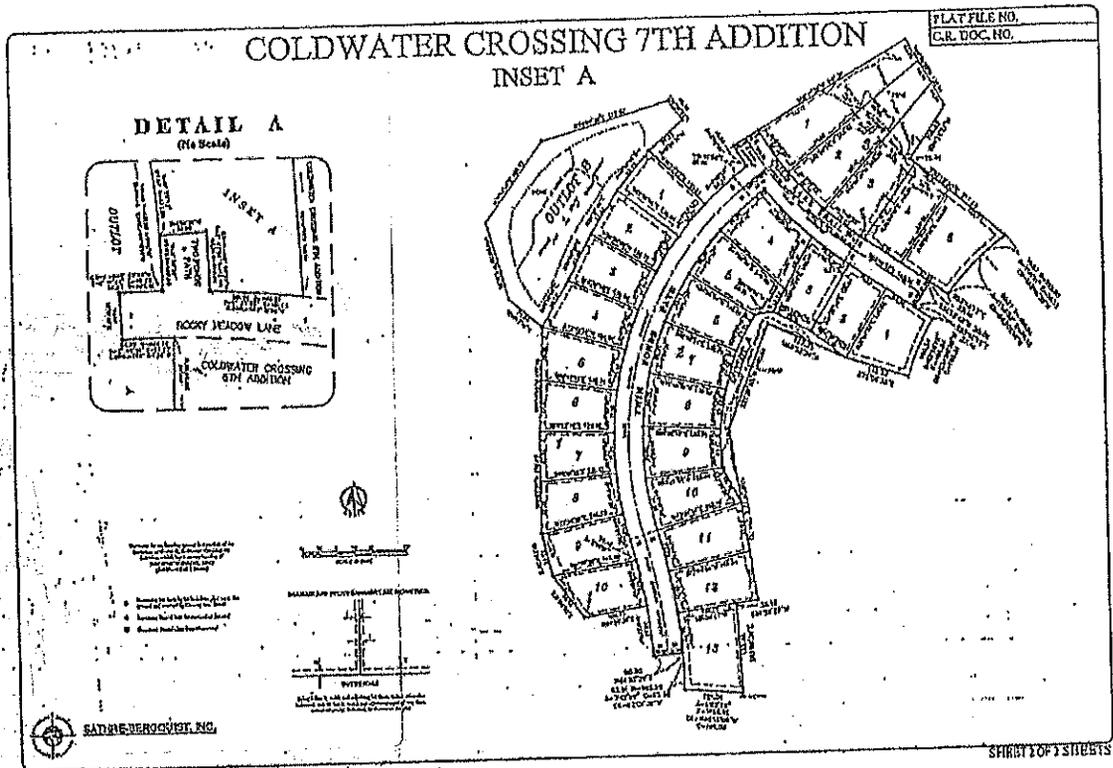


Exhibit D - Final Plat Coldwater Crossing 7th Addition dated 2-28-17 page 2





PROJECT : COLDWATER CROSSING 7TH ADDITION

LOCATION : MAYER, MINNESOTA

PREPARED FOR : COLDWATER CROSSING I, L.L.C.

PREPARED BY : SATHRE-BERGQUIST, INC.

Widmer Construction

Description	Unit	Unit Price	Amount
<b>SITE GRADING</b>			
1 Mobilization	EACH	\$27,000.00	\$27,000.00
2 Rock Entrance Berm	EACH	\$2,500.00	\$2,500.00
3 Silt Fence	L.F.	\$1.55	\$2,077.00
4 Wood Fiber Blanket	S.Y.	\$2.05	\$984.00
5 8" Biorolls	L.F.	\$3.08	\$739.20
6 Common Excavation	C.Y.	\$2.41	\$91,580.00
7 Topsoil Strip/Subcut Unsuitable	C.Y.	\$2.56	\$1,280.00
8 Respread Topsoil	L.S.	\$16,400.00	\$16,400.00
9 Restoration	Acres	\$615.00	\$7,380.00
<b>SITE GRADING TOTAL :</b>			<b>\$149,940.20</b>
<b>SANITARY SEWER</b>			
10 8" PVC SDR 26	L.F.	\$26.44	\$20,887.60
11 8" PVC SDR 35	L.F.	\$25.44	\$13,661.28
12 Manholes 0-8'	EACH	\$1,570.00	\$10,990.00
13 Manhole Extra Depth	L.F.	\$75.00	\$2,602.50
14 Internal Chimney Seals	EACH	\$330.00	\$2,310.00
15 8" x 6" Wyes SDR 26	EACH	\$126.65	\$3,546.20
16 6" PVC Service	EACH	\$106.78	\$2,989.84
17 6" SDR 26 Riser	L.F.	\$15.00	\$750.00
18 8" Plugs	EACH	\$50.00	\$50.00
19 Trench Stabilization	TONS	\$18.00	\$6,570.00
20 Televiser	L.F.	\$3.00	\$3,981.00
21 Connect To Existing	EACH	\$12,000.00	\$12,000.00
<b>SANITARY TOTAL :</b>			<b>\$80,338.42</b>

PROJECT : COLDWATER CROSSING 7TH ADDITION  
 LOCATION : MAYER, MINNESOTA

PREPARED FOR : COLDWATER CROSSING I, L.L.C.  
 PREPARED BY : SATHRE-BERGQUIST, INC.

Widmer Construction

Description	Unit	Unit Price	Amount
<u>WATERMAIN</u>			
22 Watermain 6" DIP CLASS 52	L.F.	\$33.42	\$2,339.40
23 Watermain 8" DIP CLASS 52	L.F.	\$38.77	\$36,056.10
24 Watermain 10" DIP CLASS 52	L.F.	\$44.37	\$19,966.50
25 Tube Type Wrap (8mil)	L.F.	\$0.57	\$826.50
26 6" Valves	EACH	\$1,127.00	\$5,635.00
27 8" Valves	EACH	\$1,577.00	\$3,154.00
28 10" Valves	EACH	\$2,268.00	\$4,536.00
29 Hydrants	EACH	\$3,352.00	\$16,760.00
30 0.5' Hydrant Extension	EACH	\$799.00	\$1,598.00
31 8" Bends	EACH	\$195.00	\$1,365.00
32 10" Bends	EACH	\$285.00	\$570.00
33 8" x 6" Tees	EACH	\$290.00	\$870.00
34 10" x 6" Tees	EACH	\$375.00	\$375.00
35 10" x 8" Tees	EACH	\$425.00	\$425.00
36 10"x6" Reducer	EACH	\$210.00	\$210.00
37 1" Service	EACH	\$1,127.00	\$31,556.00
38 Connect to existing w/fittings	EACH	\$2,525.00	\$5,050.00
<b>WATERMAIN TOTAL :</b>			<b>\$131,292.50</b>

PROJECT : COLDWATER CROSSING 7TH ADDITION  
 LOCATION : MAYER, MINNESOTA

EXHIBIT 4  
 (continued)

PREPARED FOR : COLDWATER CROSSING I, L.L.C.  
 PREPARED BY : SATHRE-BERGQUIST, INC.

Widmer Construction

Description	Unit	Unit Price	Amount
<b>STORM SEWER</b>			
39 12" RCP - CL 5	L.F.	\$40.28	\$7,572.64
40 15" RCP - CL 5	L.F.	\$41.55	\$27,547.65
41 18" RCP - CL 5	L.F.	\$44.08	\$8,419.28
42 21" RCP - CL 4	L.F.	\$46.55	\$18,387.25
43 24" RCP - CL3	L.F.	\$49.25	\$20,931.25
44 18" RCP Apron w/TGuard	EACH	\$435.00	\$435.00
45 21" RCP Apron w/TGuard	EACH	\$484.00	\$484.00
46 24" RCP Apron w/TGaurd	EACH	\$1,252.00	\$2,504.00
47 27" Dia. Catchbasin	EACH	\$975.00	\$975.00
48 4.0' Dia. Catchbasin/Manhole 0 - 8 FT	EACH	\$1,354.00	\$13,540.00
49 4.0' Dia. Manhole Extra Depth	L.F.	\$75.00	\$562.50
50 5.0' Dia. Catchbasin/Manhole 0 - 8 FT	EACH	\$2,517.00	\$2,517.00
51 5.0' Dia. Manhole Extra Depth	L.F.	\$100.00	\$270.00
52 Standard 2' x 3' Catchbasin 0 - 8 FT	EACH	\$1,077.00	\$3,231.00
53 4' Dia. Outlet Structure	EACH	\$3,837.00	\$3,837.00
54 4" Drantile w/ wrap	L.F.	\$13.75	\$19,456.25
55 6" Drantile w/ wrap	L.F.	\$13.90	\$2,919.00
56 70 % Sand/ 30% Mulch Grade 2 Compost	C.Y.	\$19.50	\$468.00
57 1" - 1 1/2" Washed Rock	C.Y.	\$29.00	\$696.00
58 Offroad Structure Markers	EACH	\$75.00	\$300.00
59 Drantile Cleanouts	EACH	\$225.00	\$3,375.00
60 Drantile Services	EACH	\$500.00	\$6,000.00
61 Rip-Rap Class III	C.Y.	\$115.00	\$4,485.00
62 15" Bulkhead	EACH	\$125.00	\$125.00
63 Trench Stabilization	TONS	\$18.00	\$9,216.00
64 Inlet Control Offroad Catchbasin	EACH	\$175.00	\$525.00
65 Inlet Control WIMCO	EACH	\$300.00	\$2,700.00
66 Connect to Existing/Remove F.E.S. & Reuse at Outlet Str. 1	EACH	\$1,500.00	\$1,500.00
<b>STORM SEWER TOTAL :</b>			<b>\$162,978.82</b>

EXHIBIT 4  
 (continued)

PROJECT : COLDWATER CROSSING 7TH ADDITION  
 LOCATION : MAYER, MINNESOTA

EXHIBIT 4  
 (continued)

PREPARED FOR : COLDWATER CROSSING I, L.L.C.  
 PREPARED BY : SATHRE-BERGQUIST, INC.

Widmer Construction

Description	Unit	Unit Price	Amount
<b>STREET CONSTRUCTION AND RESTORATION</b>			
67 Curb and Gutter Surmountable (28")	L.F.	\$17.00	\$45,373.00
68 Curb and Gutter B6-18 (Two radii)	L.F.	\$32.00	\$1,984.00
69 Remove and Replace Curb damaged by Others	L.F.	\$26.75	\$9,362.50
70 24" Select Granular(from stockpile)	TONS	\$5.90	\$44,456.50
71 6" Class 5 Base	TONS	\$18.19	\$32,396.39
72 2" 2331 Base Course	TONS	\$69.85	\$32,061.15
73 1.5" 2341 Wear Course	TONS	\$84.56	\$29,088.64
74 Tack Coat	GALS	\$4.10	\$836.40
75 Adjust Castings	EACH	\$400.00	\$3,600.00
76 Adjust Gate Valves	EACH	\$295.00	\$1,180.00
77 Additional Subcut	C.Y.	\$2.50	\$1,250.00
78 3" Minus (For Unstable Soil)	TONS	\$23.00	\$0.00
79 Geotextile Fabric	S.Y.	\$1.54	\$7,646.10
80 Standard Barricades (Set of 2)	EACH	\$550.00	\$550.00
81 Temporary Barricades (Set of 2)	EACH	\$550.00	\$550.00
82 Boulevard Sod & Restoration	L.F.	\$5.00	\$13,655.00
83 Street Signs(Street Names)	EACH	\$400.00	\$400.00
84 Subgrade Prep	R.S.	\$179.38	\$2,511.32
85 Pedestrian Ramp	EACH	\$1,050.00	\$3,150.00
86 5' Concrete Walk	L.F.	\$26.00	\$35,880.00

SUMMARY :

STREET CONSTR. TOTAL :	\$265,931.00
SITE GRADING TOTAL:	\$149,940.20
SANITARY TOTAL :	\$80,338.42
WATERMAIN TOTAL :	\$131,292.50
STORM SEWER TOTAL :	\$162,978.82
STREET CONSTR. TOTAL :	\$265,931.00
CONSTRUCTION TOTAL :	\$790,480.94

EXHIBIT 4  
 (continued)

CITY PLANNER MEMORANDUM DATED  
APRIL 5, 2017

EXHIBIT 54



Mayer City Council  
Staff Report  
April 5, 2017

Coldwater Crossing 7th Addition Final Plat and PRD Final Development Plan

**APPLICATION DATA**

Meeting Date: April 10, 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: 

PID #	Legal Description
50.13003.50	Outlot B, Coldwater Crossing 6th Addition.

**ACTION REQUESTED**

To approve, deny or to table the Planned Residential Development (PRD) Final Development Plan for Coldwater Crossing 7th Addition and to approve, deny or table the final plat of Coldwater Crossing 7th Addition.

**BACKGROUND DATA**

**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 was zoned R-1 Low Density Residential District but a PRD preliminary plan was recently approved to allow for minimum lot widths of 75 feet.

**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 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. That preliminary plat and the PRD preliminary development plan was approved on February 13, 2017 by the City Council and now the developer is requesting the final plat approval along with the PRD final development plan.

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 was required 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 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 an 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 Twin Ponds Path which is connected to Rocky Meadow Lane in the south part of the phase. Twin 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.

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 so the lots will have a useable rear yard.

At the April 4, 2017 Planning Commission meeting, the Planning Commission voted 5-0 to approve the Planned Residential Development (PRD) Final Development Plan and voted 5-0 to approve the final plat of Coldwater Crossing 7th Addition.

**Rezoning:**

The property was 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. The applicant is also requesting fifty foot wide right of way which also does not meet the standard sixty feet but does match what was previously approved and the existing right of way stubbed into the 7th addition from the 6th addition. 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 Mayer 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 PRD preliminary development plan was previously approved with preliminary plat and at this time the applicant is requesting the PRD final development plan approval along with the final plat.

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 over ten years ago and staff feels that by approving the PRD final 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, two additional trees in a side yard adjacent to a street. 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 replacement 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 wetland 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. The applicant has also enlarged the drainage and utility easement to cover all of these areas.

**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.

**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 final 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.

**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 at the applicant's expense. 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**

PRD Final Development Plan

If approval of the PRD final development plan 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 PRD final development plan of Coldwater Crossing 7th Addition shall be contingent upon the approval and recording of the final plat of Coldwater Crossing 7th Addition.
2. Lot Standards. The lot dimensions, setbacks and coverage requirements for Coldwater Crossing 7th Addition will be required to meet the requirements of the R-1 Low Density Residential District, except that the minimum lot width will be seventy-five feet.
3. Right of Way Width. The right of way width within the Coldwater Crossing 7th Addition shall be fifty feet wide.

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 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.
2. Park Dedication. There shall be no required park dedication with this plat.
3. 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.

4. 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.
5. Wetland Delineation. No wetland delineation will be required with the approval of the Coldwater Crossing 7th Addition final 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. 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.
11. Outlot Dedication. Outlots A & B shall be deeded to the City when the final plat is recorded.
12. Mailboxes. A cluster mailbox plan will be required to be submitted to the City for review with the final plat.
13. Required Landscaping. Each lot shall have two over-story trees per street frontage, located in the front yard, and an additional two trees in the side yard adjacent to a street.
14. 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.
15. 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, two motions are in order. The first motion is to approve, deny or table the final development plan and the second motion is to approve, deny or to table the final plat request. The final development plan should be acted on prior to the final plat request, since the final development plan will specify the lot standards to allow the final plat to be approved.

Possible action items - PRD Final Development Plan

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

Possible action Items - Final Plat

1. Approve the final plat subject to conditions.
2. Table the final plat request 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 and final development plan requests prior to the City Council meeting, please feel free to contact me at: [jandersonmdg@gmail.com](mailto:jandersonmdg@gmail.com) or call direct at 952-855-4596 or toll free at: 1-888-763-4462 ext. 3.

Sincerely,

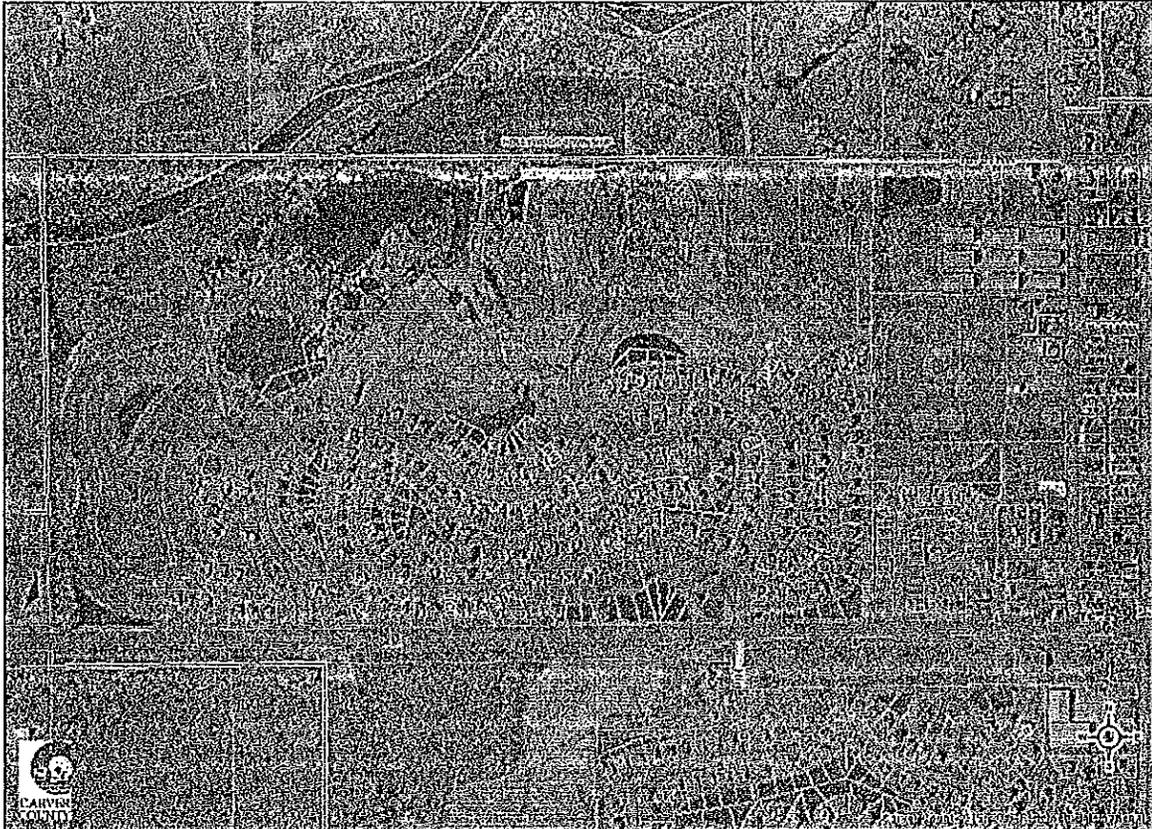
MUNICIPAL DEVELOPMENT GROUP, LLC

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
- Exhibit D - Final Plat Coldwater Crossing 7th Addition dated 3-28-17

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

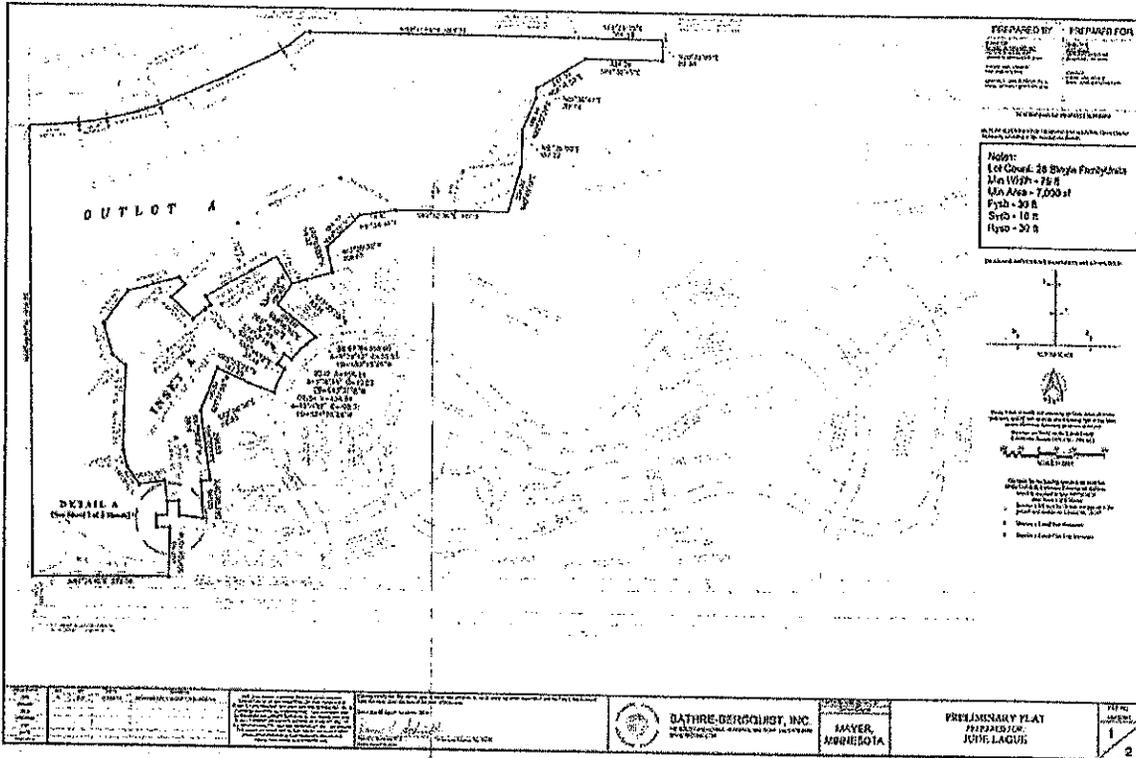


Exhibit B - Preliminary Plat of Coldwater Crossing 7th Addition dated 12-5-16 page 2

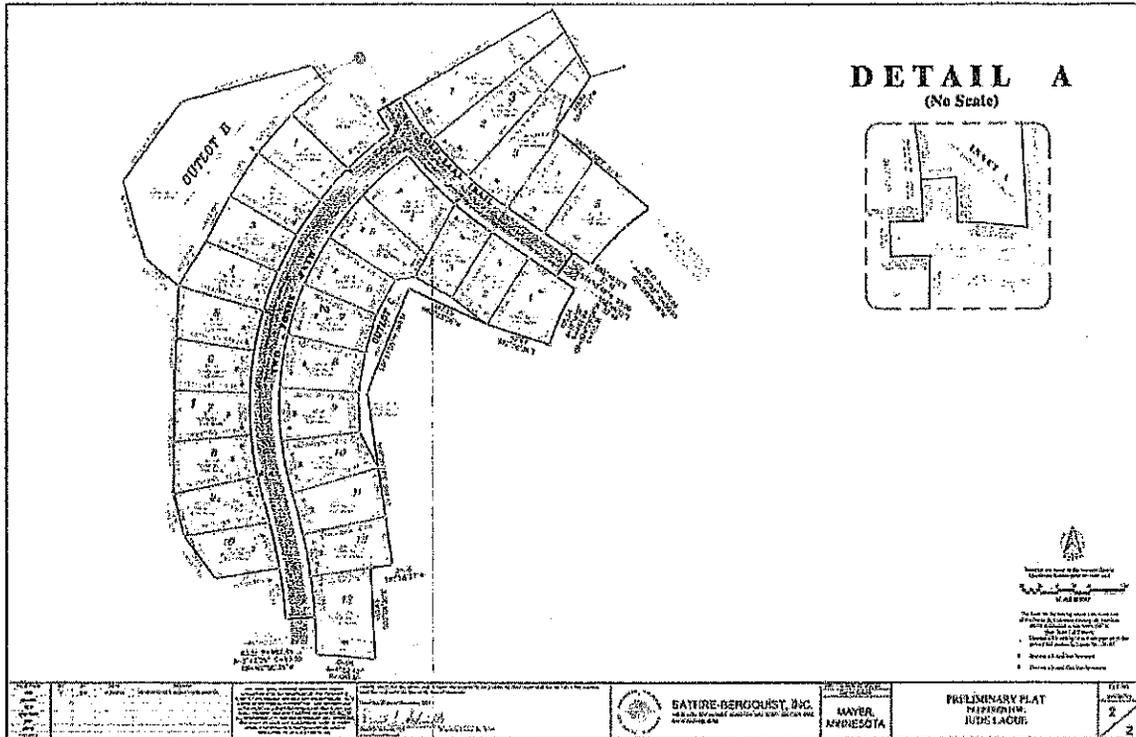


Exhibit C - Site Plan of Coldwater Crossing 7th Addition

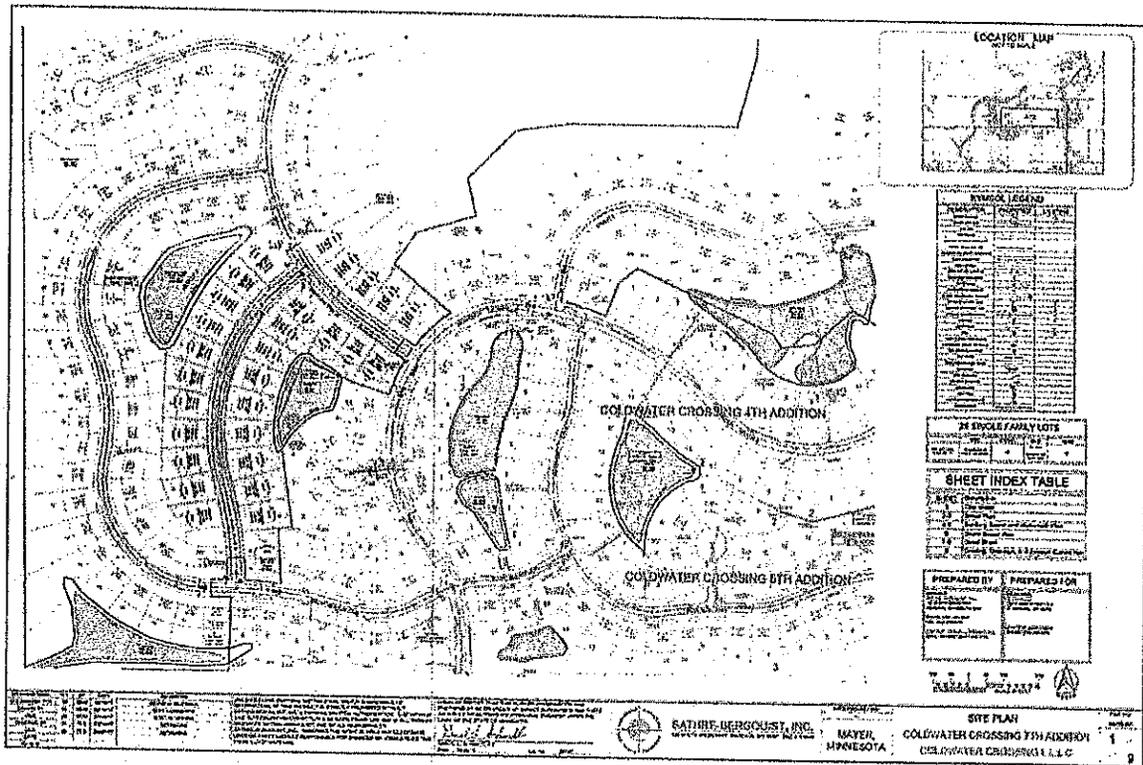
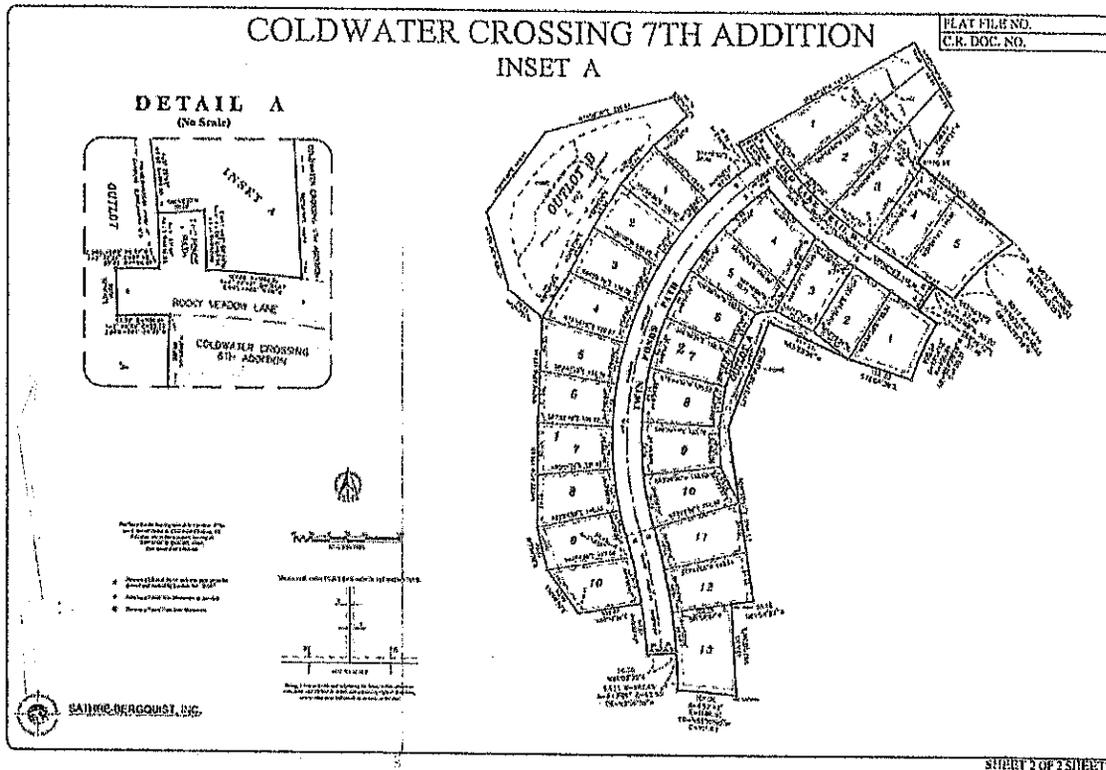




Exhibit D - Final Plat Coldwater Crossing 7th Addition dated 2-28-17 page 2



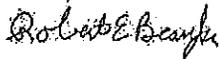


Coldwater Crossing 7<sup>th</sup> Addition  
January 25, 2017  
Page 2

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 slide 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<sup>st</sup> 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. Beart, Jr., P.E.  
Water Resources Engineer

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Robert E. Beart, Jr. is an equal opportunity employer.



LOT SURVEY CHECKLIST FOR CITY OF MAYER  
BUILDING PERMIT APPLICATION

PROPERTY LEGAL: \_\_\_\_\_

Date of Survey: \_\_\_\_\_

ACCEPTED

NOT APPLICABLE/REC'D

MUST BE REVIEWED

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

- Sewer service
- Lot corners
- Top of curb at the driveway and at extension of both side property lines
- Elevations of any existing adjacent homes and adjacent house corners
- Water table

Proposed

- Double car garage floor (minimum elevation 18" above top of curb)
- First Floor
- Lowest exposed elevation (walkout/window)
- Property corners
- Front and rear of home at the foundation

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

- Easement line
- NWL
- HWL
- Pond # designation
- Emergency Overflow Elevation

DIMENSIONS

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

Reviewed: \_\_\_\_\_

Name

Date

# CERTIFICATE OF SURVEY

EXHIBIT 7  
(continued)

PROPERTY DESCRIPTION: Lot 3, Block 1, WHISPERING WOODS WELFTH 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 use 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
- ⊕927.6 Denotes existing elevation
- (930.0) Denotes proposed elevation
- x—x— Denotes proposed drainage
- x—x— Denotes wood rail fence

Bench Mark: 957.06 - 1/4 - WALL STREET

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

Bearings are on assumed datum

Scale: 1"=30'

EXAMPLE

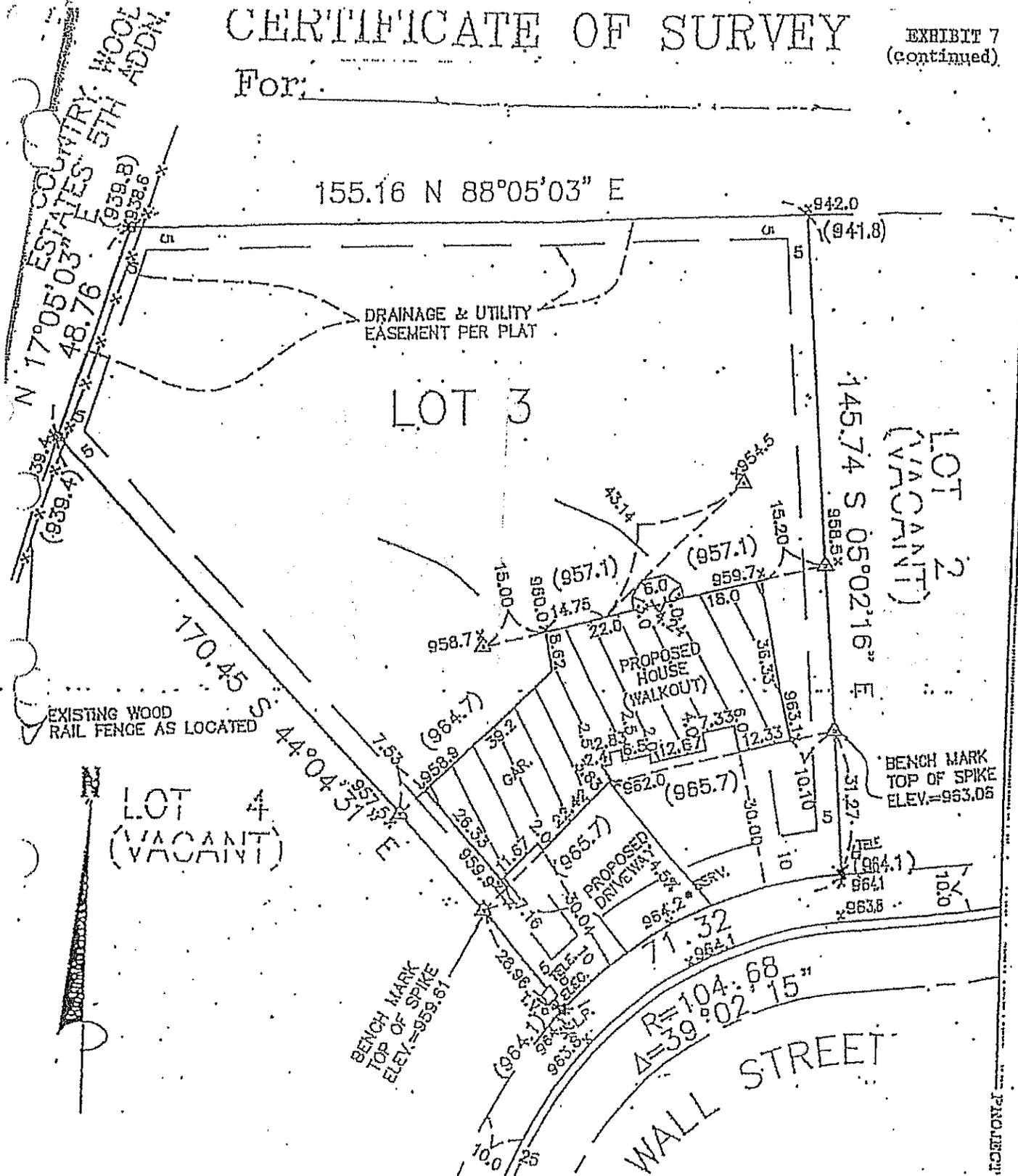
Exhibit 7  
(continued)

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

# CERTIFICATE OF SURVEY

EXHIBIT 7  
(continued)

For: \_\_\_\_\_



NOTE: SANITARY SEWER SERVICE INVERT ELEVATION=953.94

EXAMPLE



**Text Amendment regarding PRD's and PUD's, Rezoning and PUD Overlay**

**APPLICATION DATA**

**Meeting Date:** April 10, 2017

**Applicant:** This is a City of Mayer initiated text amendment and rezoning

**BACKGROUND DATA**

**Action**

- Requested:**
1. The City of Mayer has initiated a text amendment to amend Title XV: Land Usage, Chapter 152: Zoning, Section 152.050 Zoning Districts Established, Section 152.057 (PRD) Planned Residential Development District and Section 152.065 (PUD) Planned Unit Development Overlay District.
  2. A rezoning of the properties zoned Planned Residential Development District (PRD) to R-1 Low Density Residential District and R-2 Medium Density Residential District.
  3. A Planned Unit Development Overlay District (PUD) for properties previously zoned PRD that are located in multiple developments.

**Text Amendment:** The Planning Commission discussed the differences between the Planned Unit Development (PUD) Overlay District under section 152.065 of the zoning ordinance and the Planned Residential District (PRD) under section 152.057 of the zoning ordinance at their February 7, 2017 meeting. At that meeting staff was directed to prepare some draft language for review at the March Planning Commission meeting, which was reviewed at that meeting. The Planning Commission then held a public hearing for all three items at the April 4, 2017 Planning Commission meeting where they voted 5-0 recommending approval of the text amendment, 5-0 recommending approval of the rezoning and 5-0 recommending approval of the planned unit development overlay. No comments from the public were received for any of the three public hearings.

The reason for this discussion is to determine if both the PUD and PRD are needed and if they are really just different ways of accomplishing the same thing. The draft language in this memo proposes to keep the PUD section with some minor changes and eliminate the PRD zoning district.

A PRD is an actual zoning district so whenever this is used a rezoning has to take place while the PUD is an overlay so the underlying zoning stays in place but a PUD is approved with additional conditions over and above the underlying zoning district standards, similar to the shoreland district overlay. Typically the additional standards are reductions in the zoning requirements in exchange for some sort of additional amenity. In both cases they accomplish the same thing, they are just different ways of processing the request. One additional thing to note is that a PRD is only used for uses that are similar to the R-1 Low Density Residential and R-2 Medium Density Residential districts while a PUD can be used as an overlay in any zoning district.

The procedures and requirements for a PRD are to apply for a preliminary development with the preliminary plat. This requires a public hearing at the Planning Commission who makes a recommendation to the City Council. Once the preliminary development plan is approved, the applicant then has to submit a final development plan for approval with the final plat within twelve months of the preliminary development plan approval. This step does not require a public hearing. Variations in

lot size and density can only exceed 25% and the minimum size of the project must be five acres. Open space in the amount of 8% is also required to be dedicated to public use with a PRD.

The procedures and requirements for a PUD are as follows. Prior to filing an application for preliminary PUD plan approval, the applicant of the proposed PUD shall arrange for and attend an informational meeting with city staff. At such meeting, the applicant shall be prepared to generally describe the applicant's proposal for a PUD. The primary purpose of the meeting shall be to provide the applicant with an opportunity to gather information in regards to the general suitability of the conformity to the provisions of the zoning ordinance before incurring substantial expense in the preparation of detailed plans, surveys, and other data. Following the informational meeting, but prior to submitting an application for preliminary plan approval, the applicant for a proposed PUD, shall submit to the City a general concept plan for review. This is reviewed by staff and potentially the Planning Commission. The next step is the preliminary plan PUD. Depending on the proposal, the concept plan and preliminary plan can be combined into one step. The preliminary plan PUD would go to the Planning Commission for a recommendation and the City Council for approval. After that, the final plan PUD is applied for within twelve months of the preliminary plan approval. Once again depending on the proposal the preliminary plan and final plat can be submitted together. If land subdivision is also taking place with the PUD then the preliminary plat is typically submitted with the preliminary plan and the final plat with the final plan. Like a PRD a PUD also has minimum project sizes as follows.

Residential Districts – Ten acre minimum.  
General Business District – Two acre minimum.  
Central Business District – One acre minimum.  
Commercial/Industrial District – Five acre minimum.  
Mixed Use PUD – Five acre minimum.

A PUD also has similar zoning requirements as the PRD and as you can see they basically do the same thing except there are few more details to a PUD and PUD's are allowed in more districts.

**Rezoning:**

The second item is in regards to rezoning the properties currently zoned PRD. Since the PRD district and regulations are proposed to be deleted from the zoning code, the properties that are zoned PRD will need to be rezoned to R-1 and R-2.

This change includes properties located in four different neighborhoods. These properties are located in Fieldstone, Fieldstone 2nd Addition, properties adjacent to the Fieldstone development, Hidden Creek 6th & 7th Additions, Sunset Meadows and now just recently the Coldwater Crossing 7th Addition.

All of the properties in question are either single family in nature or in the case of Sunset Meadows, twinhomes. The single family properties would be rezoned to R-1 while the twinhomes and common area properties in Sunset Meadows would be rezoned to R-2.

The property to be zoned R-1 Low Density Residential with a PUD overlay is legally described as follows:

Lots 1-17, Block 1, Hidden Creek 6th Addition.  
Lots 1-8, Block 2, Hidden Creek 6th Addition.  
Lots 1-5, Block 3, Hidden Creek 6th Addition.  
Outlots A, B, C & D, Hidden Creek 6th Addition.

Lots 1-17, Block 1, Hidden Creek 7th Addition.

Lots 1-21, Block 2, Hidden Creek 7th Addition.  
Outlots A, B & C, Hidden Creek 7th Addition.  
Lots 1-10, Block 1, Coldwater Crossing 7th Addition.  
Lots 1-13, Block 2, Coldwater Crossing 7th Addition.  
Lots 1-5, Block 3, Coldwater Crossing 7th Addition.  
Outlots A & B, Coldwater Crossing 7th Addition.

Lots 1-6, Block 1, Fieldstone.  
Lots 1-7, Block 2, Fieldstone.  
Lots 1-7, Block 3, Fieldstone.  
Lots 1-10, Block 4 Fieldstone.  
Lots 1-14, Block 5 Fieldstone.  
Lots 1-6, Block 6, Fieldstone.  
Lots 1-9, Block 7, Fieldstone.  
Outlots C, D, E, F, G, H, I, J, K, L, M, O, P & Q, Fieldstone.

Lots 1-3, Block 1, Fieldstone 2nd Addition.  
Lots 1-6, Block 2, Fieldstone 2nd Addition.  
Lots 1-6, Block 3, Fieldstone 2nd Addition.  
Lots 1-4, Block 4 Fieldstone 2nd Addition.  
Lots 1-6, Block 5 Fieldstone 2nd Addition.  
Outlots A, B, C, D, E, F, G, H, I, J & K, Fieldstone 2nd Addition.

THAT P/O S 200' OF NE1/4 SE1/4 31-117-25 AND THAT P/O OF S 200' OF W1/2 NW1/4 SW1/4 32-117-25 AS DESC IN THE FOLLOWING 3 PARCELS: 1) THAT P/O NE1/4 SE1/4 31-117-25 DESC AS: COMM AT SE CORN NE1/4 SE1/4 TH N89\*W ON S LINE 718.61' TO PT OF BEG TH N60\*W 397.2 61.53' TH N37\*E 157.39' TH S47\*E 51.61' TH S37\*W 144.93' TH S56\*E 342.29' TH S24\*W 316.18' TH S61\*E 329.45' TH N34\*E 57.91' TH S57\*E 135' TH S44\*E 61.65' TH S57\*E 37.22' TH SELY ON CRV CONCAVE TO NE 90.76' TH S27\*W 175.31' TH S36\*W 141.48 TH NWLY ON CRV T (PID #500311110)

S 200' OF NE1/4 SE1/4 & INCL IN 32-117-25 S 200' OF W1/2 NW1/4 SW1/4 (FORMERLY P/O 10.0312100- ANNEXED/PAY 2007 OA-1128-2) EXC 3 PARCELS DESC AS: 1) THAT P/O NE1/4 SE1/4 31-117-25 DESC AS: COMM AT SE CORN NE1/4 SE1/4 TH N89\*W ON S LINE 718.61' TO PT OF B N ON W LINE 713.27' TH S66\*E 61.53' TH N37\*E 157.39' TH S47\*E 51.61' TH S37\*W 144.93' TH S56\*E 342.29' TH S24\*W 316.18' TH S61\*E 329.45' TH N34\*E 57.91' TH S57\*E 135' TH S44\*E 61.65' TH S57\*E 37.22' TH SELY ON CRV CONCAVE TO NE 90.76' TH S27\*W 175.31' TH (PID #500311100)

S 200' OF E1/2 NW1/4 SW1/4 & INCL E1/2 SW1/4 SW1/4 ANNEXED FOR PAY 2007 OA1128-2 EXC: BEG AT SW CORN NW1/4 SW1/4 TH N ON W LINE 713.27' TH S66\*E 61.53' TH N37\*E 157.39' TH S47\*E 51.61' TH S37\*W 144.93' TH S56\*E 342.29' TH S24\*W 316.18' TH S61\*E 329.45' TH SW1/4 TH S 911.83' TO PT OF BEG TH N89\*E 6.71' TH S2\*E 200' TH WLY TO W LINE ON CRV CONCAVE TO N 13.42' TO W LINE TH N ON W LINE 200.23' TO PT OF BEG (PID #500320300)

The property to be zoned R-2 Medium Density Residential with a PUD overlay is legally described as follows:

Lots 1-2, Block 1, Sunset Meadows.  
Lots 1-2, Block 2, Sunset Meadows.  
Lots 1-2, Block 3, Sunset Meadows.  
Lots 1-2, Block 4, Sunset Meadows.  
Lots 1-2, Block 5, Sunset Meadows.  
Lots 1-2, Block 6, Sunset Meadows.

Lots 1-2, Block 7, Sunset Meadows.  
 Lots 1-2, Block 8, Sunset Meadows.  
 Lots 1-2, Block 9, Sunset Meadows.  
 Lots 1-2, Block 10, Sunset Meadows.  
 Lots 1-2, Block 11, Sunset Meadows.  
 Lots 1-2, Block 12, Sunset Meadows.  
 Lots 1-2, Block 13, Sunset Meadows.  
 Lots 1-2, Block 14, Sunset Meadows.  
 Lots 1-2, Block 15, Sunset Meadows.  
 Lots 1-2, Block 16, Sunset Meadows.  
 Lots 1-2, Block 17, Sunset Meadows.  
 Lots 1-2, Block 18, Sunset Meadows.  
 Lots 1-2, Block 19, Sunset Meadows.  
 Lots 1-2, Block 20, Sunset Meadows.  
 Lots 1-2, Block 21, Sunset Meadows.  
 Lots 1-2, Block 22, Sunset Meadows.  
 Lots 1-2, Block 23, Sunset Meadows.  
 Lots 1-2, Block 24, Sunset Meadows.  
 Outlots A, B, C & D, Sunset Meadows.

The text below includes the existing and proposed language related to the elimination of the PRD district and amendments to the PUD overlay district. After the public hearing is closed, discussion on the text below should follow. The new text is underlined and the deleted text is striked-through, while the regular text will remain as is.

**152.050 ZONING DISTRICTS ESTABLISHED.**

The City of Mayer is hereby divided into classes of zoning districts as listed below and as shown on the Official Zoning Map, which, together with all the explanatory and supplemental matter thereon, is hereby adopted by reference and declared part of this chapter:

- A Agriculture District
- R-1 Low Density Residential District
- R-2 Medium Density Residential District
- R-3 Multiple Family Residential District
- ~~PRD Planned Residential Development~~
- C-1 General Commerce District
- C-2 Central Business District
- C/I Commercial/Industrial District
- P/I Public/Institutional District
- SO Shoreland Overlay District
- PUD Planned Unit Development Overlay District

**152.057 ~~(PRD) PLANNED RESIDENTIAL DEVELOPMENT. Reserved.~~**

~~(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) are met.~~

~~(c) The PRD meets or exceeds other requirements of this chapter and the goals and policies of the Mayer 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.~~

#### **152.065 (PUD) PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT.**

(A) *Purpose and intent.* The purpose of this section is to provide for the modification of certain regulations under a flexible regulatory process as compared to the more rigid development regulations common to traditional zoning districts when it can be demonstrated that such modification would result in a high quality development that would preserve or create features or facilities of benefit to the community, such as, but not limited to open space, or active recreational facilities or preserving natural resources, which features or facilities would not have been provided if no regulations were modified. These features or facilities would be compatible with surrounding development, and would conform to the goals and policies of the Comprehensive Plan. Throughout this section, "PUD" shall mean the same as "Planned Unit Development."

(B) *Benefit to the public intended.* PUD's are intended to encourage the efficient use of land and resources, to promote greater efficiency in public utility serves and encourage innovation in the planning and building of all types of development. Planned unit developments shall demonstrate at least one benefit to the public, including but not limited to the following. The applicant bears the burden of demonstrating that one or more public benefits exist:

(1) Innovations in residential development that:

(a) Proactively and tangibly address the demand for housing for all economic levels;

(b) Provide greater variety in tenure, type, design, and siting of dwellings;

(c) Provide for the creation of affordable housing units through an efficient use of land resulting in smaller networks of utilities and streets, thereby lowering housing costs and public investments, except that tangible plans to maintain dwelling unit affordability provided one or more additional public benefits are found to exist.

(2) The reestablishment, preservation and/or enhancement of desirable site characteristics such as natural topographic and geologic features.

(3) A variety of housing types/densities together with preservation of open space/natural features within one development.

(4) The creation of active and/or passive recreational opportunities and/or facilities that would not have been provided if no regulations were modified.

(5) A more desirable environment than would be possible through the strict application of zoning and subdivision regulations of the city.

(C) *Types of planned unit developments – where permitted.*

(1) Two types of planned unit developments are hereby established subject to the use regulations of the zone in which the PUD is proposed to be located and provided the standards of section division (C)(2) are achieved:

(a) Single-family PUD's, comprised of detached dwelling units on individual lots, necessary street right-of-way to serve such dwelling units and any common open space, recreational facilities or other areas or facilities.

(b) Non-single family PUD's, comprised of attached dwelling units, detached dwelling units not on individual lots, commercial, retail, office, service, public, quasi-public or industrial buildings, or any combination thereof, the necessary streets and other public and/or private rights-of-way to serve such uses, and any appurtenant common open space, recreational facilities or other areas or facilities.

(c) A PUD may comprise both of the above types, subject to compliance with the use regulations of the zone in which the PUD is proposed to be located.

(2) Planned unit developments may be located in any zone subject to use regulations; provided, that:

(a) The use(s) permitted in the PUD shall be governed by the use regulations of the underlying zoning classification or other generally applicable city regulations governing permitted uses, permitted accessory uses, conditional uses and interim uses, including overlay and special district regulations;

(b) A PUD planned unit development for any parcel or tract of land shall have a minimum net site area for each zoning district as set forth below excluding areas not suitable to development:

1. Residential Districts – five (5) ~~Ten~~ acre minimum.
2. General Business District – Two (2) acre minimum.
3. Central Business District – One (1) acre minimum.
4. Commercial/Industrial District – Five (5) acre minimum.
5. Mixed Use PUD – Five (5) acre minimum.

(c) The design of a PUD shall take into account the relationship of the site to the surrounding areas. The perimeter of the PUD shall be so designed as to minimize undesirable impact of the PUD on adjacent properties and, conversely, to minimize undesirable impact of adjacent land use and development characteristics on the PUD.

(d) Common open space shall be either held in common ownership by all owners of that specific use in the PUD or dedicated for public use with approval of the City Council. Whenever possible, common open space shall be linked to the open space areas of adjoining developments. Common open space shall be of such size, shape, character, and locations as to be useable for its proposed purpose.

(D) *General requirements/permitted modifications.*

(1) *In general.* In considering a proposed PUD project, the approval thereof may involve modifications in the regulations, requirements and standards of the zone zoning district in which the project is located, and in Chapter 151 Subdivisions of Title XV: Land Usage of the Municipal code for the City of Mayer. In modifying such regulations, requirements and standards as they may apply to a PUD project, the standard identified within this section division (D)(1) and the limitations set forth in section division (D)(2) and (3) shall apply. In order to be granted any such modifications, the applicant shall demonstrate that the proposed development complies with the

purpose of this chapter. The applicant shall bear the burden of supporting any change in requirements. The city may increase any requirements necessary to make the project conform to the purposes of this chapter.

- (a) *Front yard setbacks.* The requirements for minimum front yard setbacks for the zoning district zone in which the planned unit development is located shall apply to all exterior boundary lines of the site, except if the proposed use in the PUD adjacent to the exterior property line of the site, is substantially the same use as the existing uses adjacent to the exterior boundary line of the site of the planned unit development.
- (b) *Distance between buildings.* The minimum distance between structures shall be 14 feet.
- (c) *Building height.* Building height shall be governed by the requirements of the underlying zoning district classification as set forth therein.
- (d) All permitted, permitted accessory, ~~and~~ or conditional and interim uses contained in the underlying zoning district shall be treated as permitted, permitted accessory, ~~and~~ conditional and interim uses in the PUD overlay district. Uses not listed as permitted, permitted accessory, or conditional or interim in a specific district shall not be allowed in a PUD unless it is found that the use is complementary to the functionality of the development and the other uses found therein.
- (e) An increase in density may be permitted to encourage the preservation of natural resources, topography and geological features. Excluded from the calculation shall be areas which would normally not be developable such as waterways or water bodies, wetlands, shorelands, floodplains, steep slopes, hydric soils and the like in addition to areas required for streets, parks, pedestrian facilities, storm water controls and placement of public utilities.
- (f) Off-street parking and loading space shall be provided in each PUD in the same ratios for types of building and uses as required in the underlying zoning district. However, the city may reduce the number of parking spaces required provided PUD applicants submit information demonstrating a reduced need for parking facilities (e.g. senior housing complex, PUD's featuring joint parking facilities, parking study, proximity to and availability of bus service coupled with transit-friendly design, and the like).
- ~~(g) The major internal streets serving each PUD shall be functionally connected to at least one minor arterial or collector street as defined by the Comprehensive Plan.~~
- (g) The streets connecting with any PUD must be of sufficient size and character to accommodate the traffic to be produced by the project. The streets connecting with any PUD shall not significantly alter the character of existing residential neighborhoods. Evaluation of the proposal pursuant to this section shall include consideration of the following criteria:
  - 1. The increase in traffic which will be generated by the development;
  - 2. The present width and condition of streets to be affected;
  - 3. Presence or absence of improved sidewalks and trails;
  - 4. Potential impacts upon the value of surrounding properties;
  - 5. Anticipated effect upon availability of parking;
  - 6. Existence of a particular conflict between vehicular and pedestrian traffic;
  - 7. The street type designated in the Comprehensive Plan.

(h) The city may reduce paved right-of-way width requirements outlined in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer for streets contained within the PUD providing:

1. A demonstrated benefit to the public exists that would not exist if not for the reduction of street width; and
2. Providing the City Engineer and city's emergency service providers (fire, ambulance, and police) review the PUD to determine adequacy of proposed street widths. The city may require total right-of-way widths (including non-paved) to adhere to standards contained within Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer.

(2) *Single-family PUD's*. Single-family PUD's shall be subject to the following limitations in modification of regulations in addition to those limitations set forth in section division (D)(1):

(a) The minimum lot size and lot width, as required in the underlying zoning district, classification may be reduced by up to twenty-five percent (25%) provided that an area, in addition to conventional park dedication requirements, in the amount of eight percent (8%) of the total site area, shall be preserved for common open space and held in common ownership or dedicated for public use provided the City Council finds the open space is set aside for the following: that an area(s), not including a critical area or storm water conveyance or storage facility, equal to the combined reduction in lot area is set aside for the following:

1. Common useable open space comprising landscaping and facilities such as but not limited to play areas, trails, picnic tables and benches;
2. Areas containing significant trees as defined by the city;
3. Other non-critical areas, the preservation or creation of which promote one or more goals and/or policies of the Comprehensive Plan;
4. ~~The applicant shall demonstrate that the area proposed to be set aside creates a public benefit which would not exist if the minimum lot size were not modified;~~

~~A. The minimum lot width as required within the underlying zoning classification may be reduced up to 25%.~~

~~B. Within self-contained (i.e. private) developments, the minimum front yard setback as required by the underlying zoning classification for individual lots may be reduced up to 50%, except that the front yard setback from all exterior boundary lines shall conform to the underlying zoning classification requirements.~~

~~C. The minimum rear yard setbacks shall be 20 feet.~~

~~D. The minimum side yard setback shall be seven feet. The minimum corner lot side yard setbacks along the secondary street frontage shall be 20 feet.~~

(3) *Non-single-family PUD's*. Non-single-family PUD's shall be subject to the following limitations in modification of regulations in addition to those limitations set forth within the underlying zoning district, classification:

(a) When a PUD containing dwelling units is proposed on property having more than one underlying residential district, zone the total number of dwelling units allowed may be determined by totaling the number of dwelling units allowed to be located on each portion of the PUD area located in a separate zone according to the regulations of that zone.

- (b) The city, at its discretion, may allow the number of units arrived at under section division (D)(3)(a) above to be located anywhere within the PUD subject to the PUD approval process set forth in this section and provided the city makes a finding of fact that a public benefit resulting from such action is present.
- (E) *Subdivision requirements.* The approval of a preliminary and final plat subdivision shall be required of all projects which involve or contemplate the subdivision of land and the procedures set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer Chapter 154 shall be followed concurrently herewith. The approved final development plan shall be a binding site plan. A lease of land not involving a residential structure shall be exempt from Chapter 151 if the lease conforms to the final development plan.
- (F) *Pre-application/informational meeting and concept plan required.*
- (1) *Informal meeting.* Prior to filing an application for preliminary PUD plan approval, the applicant of the proposed PUD shall arrange for and attend an informational meeting with city staff. At such conference, the applicant shall be prepared to generally describe the applicant's proposal for a PUD. The primary purpose of the meeting shall be to provide the applicant with an opportunity to gather information and obtain guidance as to the general suitability of the conformity to the provisions of this chapter before incurring substantial expense in the preparation of detailed plans, surveys, and other data.
  - (2) Following a pre-application/informational meeting but prior to submitting an application for preliminary plan approval, the applicant for a proposed PUD shall submit to the city a general concept plan for review by city staff and/or the Planning Commission and City Council.
    - (a) *Purpose.* The general concept plan provides an opportunity for the applicant to submit a plan to the city showing the applicant's basic intent and the general nature of the entire development without incurring substantial cost. This concept plan serves as the basis for the informational meeting so that the proposal may be considered at an early stage. The following elements of the proposed general concept plan represent the immediate significant elements which the city shall review and for which a decision shall be rendered:
      1. Overall maximum PUD density range.
      2. General location of major streets and pedestrian walkways.
      3. General location and extent of public and/or common open space.
      4. General location of residential and non-residential land uses with approximate intensities of development.
      5. Staging and timetable of development.
      6. Other special criteria for development.
- (G) *Preliminary and final PUD plan approval required.*
- (1) Each PUD shall require preliminary and final plan approval. *Add the process to the text public hearing required.*
  - (2) If land subdivision is requested in conjunction with the PUD plan, both preliminary and final PUD plan approvals shall be processed concurrently with the platting procedures set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer. Required data, parkland/fee-in-lieu of parkland dedication, design standards and required improvements shall be the same as per a conventional subdivision and as set forth within Chapter 151. In addition to the data requirements itemized within Chapter 151 the application shall also include information

necessary to process the PUD preliminary and final plan(s) as contained within this section chapter. The Zoning-Administrator City may waive requirements determined to be redundant.

- (3) The preliminary development plan and the final development plan may be combined and together processed through review as a final PUD development plan. In addition the applicant may need to file a concurrent rezoning application in accordance with the procedures set forth in this chapter.

(H) *Phased development.* Development of the project may be phased, in which case each complete phase may be processed separately through both preliminary development plan review and final development PUD plan review. A map showing all property owned or controlled by the developer which is contiguous to the development site or which is within the area determined by the city to be relevant for comprehensive planning and environmental assessment purposes, together with a conceptual plan of the property's eventual development through all potential phases shall be submitted with the application for the first phase. The developer is not responsible for providing a conceptual plan for contiguous or nearby property which is not owned or controlled by the developer. The conceptual plan shall conform to the purposes of this chapter and shall be used by the city to review all phases of the development. All phases of the development shall conform to the conceptual plan, all conditions of approval, and applicable regulations.

(I) *Preliminary PUD Plan – contents of complete application.*

- (1) The applicant shall file with the city a preliminary PUD development-plan (seven large scale copies and fifteen 11 X 17 copies), which includes the following:

- (a) A legal description of the property proposed to be developed;
- (b) A map of the subject property and surrounding area determined by the city to be relevant for comprehensive planning, environmental assessment or zoning review purposes, which shall depict comprehensive plan designations, zoning classifications and existing land uses and utility mains/urban facilities including parks and streets;
- (c) A proposed site plan for the subject property depicting the following:
1. Topography at two-foot contours. ~~for slopes fifteen 15% or less and five-foot contours for slopes over 15%;~~
  2. Individual trees over eight (8) inches in trunk diameter measured four (4) feet above the base of the trunk in areas to be developed or otherwise disturbed;
  3. Designated placement, location, and principal dimensions of lots, buildings, streets, parking areas, recreation areas and other open space, landscaping areas and utilities;
  4. If the developer owns or otherwise controls property adjacent to the proposed development, a conceptual plan for such property demonstrating that it can be developed in a compatible manner with the proposed development;
- (d) A conceptual landscape plan showing existing and proposed landscaping including groundcover, shrubbery and tree species;
- (e) Drawing and/or text showing scale, bulk and architectural character of proposed structures;
- (f) For single-family PUD's, a conceptual drawing depicting the number and location of lots which would be allowed if no regulations were modified;
- (g) Special features including but not limited to critical areas and sites or structures of historic significance;

- (h) Text describing conditions or features which cannot be adequately displayed on maps or drawings;
- (i) A narrative stating how the proposed development complies with the goals and policies of the Comprehensive Plan;
- (j) A narrative stating how the proposed plan impacts adjacent property owners;
- (k) A narrative describing the public benefit of the proposed PUD;
- (l) A narrative describing proposed operation/maintenance of the development including open areas, stormwater features and recreational facilities resulting from the subdivision;
- (m) If applicable, draft conditions, covenants and restrictions and other documents relating to operation and maintenance of the development, including all of its open areas and recreational facilities;
- (n) Information normally required within the underlying zoning classification relating to site plan review;
- (o) Other information required by the city.

~~(2) The applicant may submit to the city Planner proposed development standards which, if approved by the city, shall become a part of the preliminary plan in lieu of the requirement of section division (l)(1)(b) above for specifying placement, location and principal dimensions of buildings, streets, and parking areas. This alternative process is intended to accommodate the need for flexibility in large scale non-single family developments, while ensuring that sufficient information as to the nature of the development is available upon which to base a decision concerning the preliminary development plan. Proposed development standards shall specifically set forth parameters for location, dimensions and design of buildings, streets and parking areas. (Should this section be removed?)~~

(J) *Preliminary PUD Plan – criteria for approval.*

- (1) Preliminary PUD approval shall be granted by the city only if the applicant demonstrates that:
  - (a) The proposed project shall not be detrimental to present and potential surrounding land use.
  - (b) Land surrounding the proposed development can be planned in coordination with the proposed development and can be developed so as to be mutually compatible.
  - (c) Streets and sidewalks, existing and proposed, are suitable and adequate to carry anticipated traffic within the proposed project and in the vicinity of the proposed project, in light of the criteria set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer and the Comprehensive Plan.
  - (d) Services including potable water, sanitary sewer and storm drainage are available or can be provided by the development prior to occupancy.
  - (e) Each phase of the proposed development, as it is planned to be completed, contains the required parking spaces, recreation spaces, landscape and utility areas necessary for creating and sustaining a desirable and stable environment.
  - (f) The project conforms with the purposes and standards prescribed in this chapter.
  - (g) The project conforms to the Comprehensive Plan.

(2) Conformance with the design standards and required improvements as set forth within Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer.

(K) Preliminary PUD Plan – *minor and major changes to an approved preliminary PUD.*

(1) A proposed minor change to an approved preliminary PUD ~~requires a public hearing and~~ shall be incorporated into the application for final PUD approval, and any notification regarding such final PUD approval shall describe the proposed minor change(s). A "minor change" means any departure from the conditions of preliminary approval which is not a "major change" and includes but is not limited to the following:

(a) Reductions to the ~~Revisions to~~ number of dwelling units in a structure;

(b) Reductions to the number of residential dwelling units:

(c) Reductions to the ~~Revisions to~~ number of nonresidential structures;

(d) Revisions to heights of structures;

(e) Revisions to location of internal roads;

(f) Revisions similar in nature to those above as determined by the city.

(2) A proposed major change to an approved preliminary PUD shall require reapplication for preliminary PUD approval and a public hearing and any notification regarding such preliminary PUD approval shall describe the proposed major change or changes. A "major change" is any departure from the conditions of preliminary PUD approval which would result in any of the following:

(a) Revisions to the approved design concept;

(b) Revisions to the approved use(s);

(c) An increase in the number of residential dwelling units;

(d) An increase in square footage of nonresidential structures;

(e) A decrease in the amount of landscaping, site perimeter buffering, and open space; and

(f) An increase in traffic volumes or change in circulation patterns which impacts surrounding development.

(L) Final PUD Plan – *contents of complete application.*

(1) Within twelve (12) months following the approval of the preliminary PUD, the applicant shall file the final PUD conforming to the approved preliminary PUD. The final PUD shall include the following:

(a) A survey of the property, showing for all areas to be developed or disturbed, existing features, including topography at two (2) foot contours, ~~for slopes 15% or less and five-foot contours for slopes over 15%~~ buildings, structures, trees over eight (8) inches in trunk diameter measured four (4) feet above the base of the trunk, streets, utility easements, rights-of-way, and existing land uses;

(b) Elevation and perspective drawings of project structures and improvements;

- (c) Proposed final association documents, declarations of covenants, conditions and restrictions (C,C & R) and other documents relating to operation and maintenance of the development, including all of its open areas and recreational facilities, which (C,C & R) and other documents shall be recorded upon final PUD approval;
- (d) Proposed final agreements which may have been required as conditions of preliminary PUD approval;
- (e) A development schedule;
- (f) The following plans and diagrams:
  1. An off-street parking plan;
  2. A circulation diagram indicating the proposed movement of vehicles and pedestrians within the planned unit development, and to and from existing and programmed thoroughfares; any special engineering features and traffic regulating devices needed to facilitate or ensure the safety of this circulation pattern must be shown;
  3. Landscaping and tree planting plan, including site grading;
  4. A topographic map or model of the site and surrounding vicinity;
- (2) In the event that development standards were submitted and approved as part of the preliminary PUD development plan, development standards shall be made binding upon all future owners developers of the property in a manner acceptable to the city and may be submitted in lieu of elevation and perspective drawings of project improvements.
- (M) *Final PUD Plan – criteria for approval.* Final PUD approval shall be granted by the city only if the applicant demonstrates that the final PUD substantially conforms to the approved preliminary PUD. For the purposes of this section, "substantially conforms" means that, as compared to the preliminary PUD, the final PUD contains no revisions in density, uses, design, or development standards or in the site plan, other than the minor changes pursuant to section division (K) above.
- (N) *Final PUD Plan – extension of time for filing.* For good cause shown, the city, at its discretion, may grant an extension of time of one (1) year for filing the final PUD and required accompanying papers, and may grant additional one (1) year extensions; provided, however, the city shall have the right to reexamine and update any conditions made to mitigate development impact.
- (O) *Final PUD Plan – failure to file & termination.*
  - (1) In the event the final PUD or any required application and materials attendant papers are not filed within twelve (12) months following approval of a preliminary PUD, except as provided elsewhere in this chapter or as noted in section division (O)(2) below, the approval of the preliminary PUD shall lapse and the approval shall be deemed null and void and without force or effect.
  - (2) When it is determined as part of the preliminary PUD approval that the final PUD is to be phased, the final PUD for the first phase shall be submitted within twelve (12) months of preliminary approval. The final development plan for each subsequent phase shall be submitted within the schedule established at the time of preliminary PUD approval. In the case of a PUD which includes a subdivision, the final PUD shall be submitted within two (2) years of receiving preliminary approval.
  - (3) The time period for filing a ef final PUD shall not include periods of time during which progress on the final PUD was reasonably halted or delayed due to the filing and pendency of legal actions challenging an approval granted by the city pursuant to this chapter; provided, that in all cases when more than two (2) years have elapsed subsequent to the date of approval of a preliminary

PUD the applicant ~~permittee~~ shall be required to comply with all current building, construction, subdivision and other applicable standards of the city prior to being granted approval of the final PUD; provided, that a change in zoning district classification enacted subsequent to approval of the final development plan shall not affect the project.

(P) *Final PUD Plan – adjustments to approved final PUD.*

- (1) ~~The City staff Zoning Administrator~~ is authorized to allow adjustments in accordance with section division (P)(2) below. ~~The City staff Zoning Administrator~~ shall allow only such adjustments as are consistent with guidelines established in section division (P)(2), and in no case shall an adjustment be allowed if it will increase the total amount of floor space authorized in the approved final PUD, or the number of dwelling units or density, or decrease the amount of parking or loading facilities or permit buildings to locate substantially closer to any boundary line or change substantially any point of ingress or egress to the site.
- (2) For the purposes of this section division (P), "adjustments" means any departure from the conditions of final PUD approval which complies with the following criteria:
  - (a) The adjustment maintains the design intent and quality of the original approval;
  - (b) The amount of landscaping, buffering and open space shall not be reduced;
  - (c) The number of dwelling units in residential developments and the square footage of structures shall not increase;
  - (d) The adjustment shall not relocate a building, street or other use more than twenty (20) feet in any direction and shall not reduce any required yard and/or setback;
  - (e) The height of buildings and other structures shall not increase;
  - (f) Views from both structures on-site and off-site shall not be substantially reduced;
  - (g) Traffic volumes shall not increase and circulation patterns shall not change;
  - (h) Changes in colors, plant material and parking lot configurations are minor;
  - (i) The adjustment does not add significant new environmental impacts or significantly increase environmental impacts disclosed in the original documents;
  - (j) ~~The City staff Planner~~ determines that the change will not increase any adverse impacts or undesirable effects of the project, or that the change in no way significantly alters the project.

(Q) *Letter of credit required for final PUD Plan.* No final PUD shall be implemented until the applicant files with the city a letter of credit approved by the city, executed by a surety company authorized to do business in the state, or other equivalent security approved by the City Attorney, in an amount equal to one hundred and twenty-five percent (125%) of the estimated cost of all public improvements, utilities and landscaping, conditioned upon the applicant's ~~permittee's~~ completion of such portions of the project according to the submitted final PUD and the provisions of this chapter, and, in addition, providing that no change, extension of time, alteration or addition to the project will in any way affect the obligation on the letter of credit. Such letter of credit shall also be conditioned upon full restoration of the site in the event that grading, clearing or any other site preparation or work is begun and abandoned, and in the determination of the city, it will better serve the public health, welfare and safety to restore the site rather than to require completion of public improvements, utilities and landscaping. If the PUD is also being subdivided, the letter of credit required to be posted by the subdivision of property as per Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer, to the extent that it satisfies the requirements of this section, shall be accepted as full or partial fulfillment of the requirements hereof.

(R) *Operating and maintenance requirements for PUD common open space and service facilities.*

- (1) Whenever common open space or service facilities are provided within the PUD, the PUD plan shall contain provisions to assure the continued operation and maintenance of such open space and service facilities to a predetermined reasonable standard.
- (2) Common open space and service facilities within a PUD shall be placed under the ownership of one or more of the following:
  - (a) Landlord control where only use by tenants is anticipated.
  - (b) Property owner's association, provided all of the following conditions are met:
    1. Prior to the use, occupancy, sale or the execution of contracts for sale of an individual building unit, lots, parcel, tract, townhouse, apartment, or area, a declaration of covenants, conditions and restrictions or an equivalent document as specified in Minnesota Statutes shall be filed with the city Planner prior to the filings of the declaration of documents or floor plans with the County Recorder's Office.
    2. The declaration of covenants, conditions and restrictions or equivalent document shall specify that deeds, leases or documents of conveyance affecting buildings, units, lots, parcels, tracts, townhouses or apartments shall subject the properties to the terms of the declaration.
    3. The declaration of covenants, conditions and restrictions shall provide that an owner's association or corporation may be formed and if such an association or corporation is formed, property owners must be members of the association or corporation which shall maintain all properties and common areas in good repair and which shall assess individual property owners proportionate shares of joint or common costs. This declaration may be subject to the review and approval of the City Attorney. The intent of this requirement is to protect the property values of the individual owner through establishing effective private control.
    4. The declaration shall additionally provide that in the event the association or corporation fails to maintain properties in accordance with the applicable rules and regulations of the city, or fails to pay taxes or assessments on properties as they become due, and in the event the city incurs any expenses not immediately reimbursed by the association or corporation, then the city shall have the right to assess each property its pro rata share of the expenses. Such assessments, together with interest thereon and costs of collection, shall be a lien on each property against which such assessment is made.
    5. Membership in the association must be mandatory for each owner within that neighborhood in the PUD, as determined with the approval of the final PUD, and any successive buyer and the association must be responsible for liability insurance, taxes, and the maintenance of the open space facilities to be deeded to it.
    6. The open space restrictions must be permanent and not for a given period of years.
    7. Property owners must pay their pro rata share of the cost of the association by means of an assessment to be levied by the association which meets the requirements for becoming a lien on the property in accordance with state law and the association must be able to adjust the assessment to meet changing needs.
    8. The by-laws and rules of the association and all covenants and restrictions to be recorded must be approved by the City Council prior to the approval of the final PUD plan.

- (3) *Staging of common open space.* The construction and provision of all of the common open space and public improvements and recreational facilities that are shown on the final development plan for a PUD must proceed at the same rate as the construction of dwelling units or other private facilities.
- (S) *Building permits – certificates of occupancy.* The city shall issue building permits for buildings and structures which conform with the approved final PUD and with all other applicable city ordinances and regulations. The city shall issue a certificate of occupancy for completed buildings or structures which conform to the requirements of the approved final PUD and all other applicable city ordinances and regulations. The construction and development of all the open spaces and public and recreational facilities of each project phase must be completed or bonded before any certificate of occupancy will be issued.
- (T) *Extension of time for construction.* For good cause shown, the city, at its discretion, may grant one (1) extension of time for commencement or continuation of construction subsequent to approval of the final PUD.
- (U) *Termination of PUD – failure to commence or continue construction.*
- (1) If construction has not been started within two (2) years from the date of approval of a final PUD with an associated subdivision, or two (2) years from the date of approval of any other final PUD, or if construction has been commenced but the work has been abandoned for a period of one (1) year or more, and if no extension of time has been granted as provided in herein, the authorization granted for the PUD project shall terminate and all permits and approvals issued pursuant to such authorization shall expire and be null and void.
  - (2) The time period of commencing or continuing construction shall not include periods of time during which commencement of construction or continuation of construction was reasonably halted or reasonably delayed due to the filing of pendency of legal action challenging an approval granted by the city pursuant to this chapter; however, in all cases, when more than two (2) years have elapsed subsequent to the date of approval of a final PUD with associated subdivision, or more than two (2) years have elapsed subsequent to the date of approval of any other final PUD the applicant permittee shall be required to comply with all current building, construction, subdivision and other applicable standards of the city; provided, that a change in zoning district classification enacted subsequent to approval of the final development plan shall not affect the project.
- (V) *Sale of lots.* Lots in a platted PUD may be sold to separate owners according to the separate lots as shown in the plat filed and approved in connection therewith. No sale shall be permitted which subdivides a lot in such a manner as to create a new lot line except as provided in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer.
- (W) *Lots subject to final PUD Plan.* All lots or other divisions of a subdivided PUD shall remain subject to compliance with the final development plan regardless of the fact of subdivision in compliance with Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer or lot(s)/division(s) of a subdivided PUD were subsequently conveyed.

**Planned Unit Development:**

Since the PRD zoning was approved with specific regulations over and above the standard zoning requirements, a PUD overlay will also need to be approved over and above the underlying zoning district to keep the same regulations in place within the areas being rezoned to PUD. This to requires a public hearing. So all together three public hearings are needed, one for the text amendment, the rezoning and the PUD overlay.

The specific requirements for the PUD overlays for each of the neighborhoods is listed in the conditions for the planned unit development overlay final plan below.

## CONDITIONS

### Rezoning

If approval of the rezoning is approved 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. Text Amendment Approval. The rezoning is contingent upon approval of the text amendment eliminating the PRD Planned Residential Development District.

### Planned Unit Development Overlay Final Plan

If approval of the planned unit development overlay final plan is approved 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. Text Amendment & Rezoning Approval. The planned unit development overlay is contingent upon approval of the text amendment eliminating the PRD Planned Residential Development District and approval of the rezoning from (PRD) Planned Residential Development District to either R-1 Low Density Residential District and R-2 Medium Density Residential District.
2. Lot Sizes Coldwater Crossing 7th Addition. 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.
3. Street Right of way Width Coldwater Crossing 7th Addition. The right of way width for Coldwater Crossing 7th Addition shall be fifty feet instead of the standard sixty feet.
4. Lot Sizes Hidden Creek 6th & 7th Additions. The lots in Hidden Creek 6th & 7th Additions 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.
5. Street Right of way Width Hidden Creek 6th & 7th Additions. The right of way width for Pinecone Lane and Juniper Knoll in Hidden Creek 6th Addition shall be fifty feet instead of the standard sixty feet. All other right of way in Hidden Creek 6th & 7th Additions shall be the standard sixty feet.
6. Lot Sizes Sunset Meadows. The lots sizes and standards approved in the Sunset Meadows Planned Residential Development District shall be used as the same standards in the planned unit development overlay for Sunset Meadows.
7. Street Right of way Width Sunset Meadows. The right of way width for Sunset Meadows shall be fifty-five feet instead of the standard sixty feet.
8. Lot Sizes Fieldstone & Fieldstone 2nd Addition. The lots sizes and standards approved in the Fieldstone & Fieldstone 2nd Addition Planned Residential Development District shall be used as the same standards in the planned unit development overlay for Fieldstone & Fieldstone 2nd Addition.
9. Street Right of way Width Fieldstone & Fieldstone 2nd Addition. The right of way width for Prairie Point in Fieldstone shall be fifty feet instead of the standard sixty feet. All other right of way for local streets in Fieldstone & Fieldstone 2nd Addition shall be the standard sixty feet.

## CITY COUNCIL ACTION REQUIRED

After review and discussion by the members of the City Council, three motions are in order. The first is to approve, deny or to table the text amendment. The second is to approve, deny or to table the rezoning and the third is to approve, deny or to table the Planned Unit Development overlay.

Possible action items - Text Amendment

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

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 - Planned Unit Development Overlay District

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

If you have any questions relating to the text amendment, rezoning or PUD overlay, prior to the City Council meeting, please feel free to contact me at: [jandersonmdg@gmail.com](mailto: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**

None

CITY OF MAYER  
CITY COUNCIL RESOLUTION 4-24-2017-22

A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) FINAL PLAN, WHICH  
TAKES THE PLACE OF THE PREVIOUSLY APPROVED PLANNED RESIDENTIAL DEVELOPMENT (PRD)  
FINAL DEVELOPMENT PLANS THROUGHOUT THE CITY OF MAYER

WHEREAS, the City of Mayer (the "Applicant") and multiple owners (the "Owner"), has submitted a planned unit development final plan together to the City of Mayer (the "City") on property located throughout the City of Mayer with numerous PID numbers and addresses (the "Property"); and

WHEREAS, the Applicant has submitted the planned unit development preliminary plan and planned unit development final plat together since this planned unit development overlay is replacing the previously approved Planned Residential Development District final development plans; and

WHEREAS, the City Council for the City of Mayer has approved, at there April 10, 2017 City Council meeting, an amendment to the zoning ordinance that eliminated the Planned Residential Development District, and therefore the reason why the planned unit development overlay is being reviewed; and

WHEREAS, the property is designated either Low Density Residential, Existing MUSA Infill/Redevelopment or Fieldstone PRD with a Commercial Component on the future land use map; and

WHEREAS, the property was zoned Planned Residential Development District but the City Council for the City of Mayer approved a rezoning of the property to either R-1 Low Density Residential District or R-2 Medium Density Residential District at the April 10, 2017 City Council meeting; and

WHEREAS, a copy of the proposed planned unit development final plan was available at the City Offices for public viewing; and

WHEREAS, Title XV Land Usage, Chapter 152 Zoning, Section 152.065 (PUD) Planned Unit Development Overlay District of the City of Mayer Municipal Code outlines the procedures and requirements for planned unit development final plan submission and approval; and

WHEREAS, the planned unit development final plan was reviewed by the Planning Commission at their April 4, 2017 meeting where a recommendation to approve the planned unit development final plan was passed on a 5-0 vote; and

WHEREAS, the City Council makes the following findings of fact in support of granting approval of the planned unit development final plan:

A. The legal description and zoning of the subject property is:

The property zoned R-1 Low Density Residential is legally described as follows:

*Lots 1-17, Block 1, Hidden Creek 6th Addition.  
Lots 1-8, Block 2, Hidden Creek 6th Addition.  
Lots 1-5, Block 3, Hidden Creek 6th Addition.  
Outlots A, B, C & D, Hidden Creek 6th Addition.*

*Lots 1-17, Block 1, Hidden Creek 7th Addition.  
Lots 1-21, Block 2, Hidden Creek 7th Addition.  
Outlots A, B & C, Hidden Creek 7th Addition.  
Lots 1-10, Block 1, Coldwater Crossing 7th Addition.  
Lots 1-13, Block 2, Coldwater Crossing 7th Addition.  
Lots 1-5, Block 3, Coldwater Crossing 7th Addition.  
Outlots A & B, Coldwater Crossing 7th Addition.*

Lots 1-6, Block 1, Fieldstone.  
Lots 1-7, Block 2, Fieldstone.  
Lots 1-7, Block 3, Fieldstone.  
Lots 1-10, Block 4 Fieldstone.  
Lots 1-14, Block 5 Fieldstone.  
Lots 1-6, Block 6, Fieldstone.  
Lots 1-9, Block 7, Fieldstone.  
Outlots C, D, E, F, G, H, I, J, K, L, M, O, P & Q, Fieldstone.

Lots 1-3, Block 1, Fieldstone 2nd Addition.  
Lots 1-6, Block 2, Fieldstone 2nd Addition.  
Lots 1-6, Block 3, Fieldstone 2nd Addition.  
Lots 1-4, Block 4 Fieldstone 2nd Addition.  
Lots 1-6, Block 5 Fieldstone 2nd Addition.  
Outlots A, B, C, D, E, F, G, H, I, J & K, Fieldstone 2nd Addition.

THAT P/O S 200' OF NE1/4 SE1/4 31-117-25 AND THAT P/O OF S 200' OF W1/2 NW1/4 SW1/4 32-117-25 AS DESC IN THE FOLLOWING 3 PARCELS: 1) THAT P/O NE1/4 SE1/4 31-117-25 DESC AS: COMM AT SE CORN NE1/4 SE1/4 TH N89°W ON S LINE 718.61' TO PT OF BEG TH N60°W 397.2 61.53' TH N37°E 157.39' TH S47°E 51.61' TH S37°W 144.93' TH S56°E 342.29' TH S24°W 316.18' TH S61°E 329.45' TH N34°E 57.91' TH S57°E 135' TH S44°E 61.65' TH S57°E 37.22' TH SELY ON CRV CONCAVE TO NE 90.76' TH S27°W 175.31' TH S36°W 141.48 TH NWLY ON CRV T (PID #500311110)

S 200' OF NE1/4 SE1/4 & INCL IN 32-117-25 S 200' OF W1/2 NW1/4 SW1/4 (FORMERLY P/O 10.0312100- ANNEXED/PAY 2007 OA-1128-2) EXC 3 PARCELS DESC AS: 1) THAT P/O NE1/4 SE1/4 31-117-25 DESC AS: COMM AT SE CORN NE1/4 SE1/4 TH N89°W ON S LINE 718.61' TO PT OF B N ON W LINE 713.27' TH S66°E 61.53' TH N37°E 157.39' TH S47°E 51.61' TH S37°W 144.93' TH S56°E 342.29' TH S24°W 316.18' TH S61°E 329.45' TH N34°E 57.91' TH S57°E 135' TH S44°E 61.65' TH S57°E 37.22' TH SELY ON CRV CONCAVE TO NE 90.76' TH S27°W 175.31' TH (PID #500311100)

S 200' OF E1/2 NW1/4 SW1/4 & INCL E1/2 SW1/4 SW1/4 ANNEXED FOR PAY 2007 OA1128-2 EXC: BEG AT SW CORN NW1/4 SW1/4 TH N ON W LINE 713.27' TH S66°E 61.53' TH N37°E 157.39' TH S47°E 51.61' TH S37°W 144.93' TH S56°E 342.29' TH S24°W 316.18' TH S61°E 329.45' TH SW1/4 TH S 911.83' TO PT OF BEG TH N89°E 6.71' TH S2°E 200' TH WLY TO W LINE ON CRV CONCAVE TO N 13.42' TO W LINE TH N ON W LINE 200.23' TO PT OF BEG (PID #500320300)

The property zoned R-2 Medium Density Residential is legally described as follows:

Lots 1-2, Block 1, Sunset Meadows.  
Lots 1-2, Block 2, Sunset Meadows.  
Lots 1-2, Block 3, Sunset Meadows.  
Lots 1-2, Block 4, Sunset Meadows.  
Lots 1-2, Block 5, Sunset Meadows.  
Lots 1-2, Block 6, Sunset Meadows.  
Lots 1-2, Block 7, Sunset Meadows.  
Lots 1-2, Block 8, Sunset Meadows.  
Lots 1-2, Block 9, Sunset Meadows.  
Lots 1-2, Block 10, Sunset Meadows.  
Lots 1-2, Block 11, Sunset Meadows.  
Lots 1-2, Block 12, Sunset Meadows.  
Lots 1-2, Block 13, Sunset Meadows.  
Lots 1-2, Block 14, Sunset Meadows.  
Lots 1-2, Block 15, Sunset Meadows.  
Lots 1-2, Block 16, Sunset Meadows.  
Lots 1-2, Block 17, Sunset Meadows.  
Lots 1-2, Block 18, Sunset Meadows.  
Lots 1-2, Block 19, Sunset Meadows.  
Lots 1-2, Block 20, Sunset Meadows.

*Lots 1-2, Block 21, Sunset Meadows.*  
*Lots 1-2, Block 22, Sunset Meadows.*  
*Lots 1-2, Block 23, Sunset Meadows.*  
*Lots 1-2, Block 24, Sunset Meadows.*  
*Outlots A, B, C & D, Sunset Meadows.*

B. The Planning Report dated April 5, 2017 shall be the governing document.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MAYER, MINNESOTA: that the planned unit development final plan is hereby approved with the following conditions:

1. Text Amendment & Rezoning Approval. The planned unit development overlay is contingent upon approval of the text amendment eliminating the PRD Planned Residential Development District and approval of the rezoning from (PRD) Planned Residential Development District to either R-1 Low Density Residential District and R-2 Medium Density Residential District.
2. Lot Sizes Coldwater Crossing 7th Addition. 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.
3. Street Right of way Width Coldwater Crossing 7th Addition. The right of way width for Coldwater Crossing 7th Addition shall be fifty feet instead of the standard sixty feet.
4. Lot Sizes Hidden Creek 6th & 7th Additions. The lots in Hidden Creek 6th & 7th Additions 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.
5. Street Right of way Width Hidden Creek 6th & 7th Additions. The right of way width for Pinecone Lane and Juniper Knoll in Hidden Creek 6th Addition shall be fifty feet instead of the standard sixty feet. All other right of way in Hidden Creek 6th & 7th Additions shall be the standard sixty feet.
6. Lot Sizes Sunset Meadows. The lots sizes and standards approved in the Sunset Meadows Planned Residential Development District shall be used as the same standards in the planned unit development overlay for Sunset Meadows.
7. Street Right of way Width Sunset Meadows. The right of way width for Sunset Meadows shall be fifty-five feet instead of the standard sixty feet.
8. Lot Sizes Fieldstone & Fieldstone 2nd Addition. The lots sizes and standards approved in the Fieldstone & Fieldstone 2nd Addition Planned Residential Development District shall be used as the same standards in the planned unit development overlay for Fieldstone & Fieldstone 2nd Addition.
9. Street Right of way Width Fieldstone & Fieldstone 2nd Addition. The right of way width for Prairie Point in Fieldstone shall be fifty feet instead of the standard sixty feet. All other right of way for local streets in Fieldstone & Fieldstone 2nd Addition shall be the standard sixty feet.

Adopted by the Mayer City Council this 24th day of April, 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:

None

CITY OF MAYER  
ORDINANCE #215

AN ORDINANCE AMENDING TITLE XV: LAND USAGE, CHAPTER 152: ZONING,  
SECTION 152.050 ZONING DISTRICTS ESTABLISHED, SECTION 152.057 (PRD) PLANNED  
RESIDENTIAL DEVELOPMENT DISTRICT AND SECTION 152.065 (PUD) PLANNED UNIT  
DEVELOPMENT OVERLAY DISTRICT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAYER THAT THE FOLLOWING SECTIONS OF THE ZONING ORDINANCE, RELATED TO THE ZONING DISTRICTS ESTABLISHED, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD) AND THE PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT (PUD) BE AMENDED TO READ AS FOLLOWS:

**Section 1.** Title XV: Land Usage, Chapter 152 Zoning, Section 152.050 Zoning Districts Established, of the City of Mayer Municipal Code, is hereby amended to add the provisions with underlined text and delete the provisions with the strike-through text as follows:

**152.050 ZONING DISTRICTS ESTABLISHED.**

The City of Mayer is hereby divided into classes of zoning districts as listed below and as shown on the Official Zoning Map, which, together with all the explanatory and supplemental matter thereon, is hereby adopted by reference and declared part of this chapter:

- A Agriculture District
- R-1 Low Density Residential District
- R-2 Medium Density Residential District
- R-3 Multiple Family Residential District
- C-1 General Commerce District
- C-2 Central Business District
- C/I Commercial/Industrial District
- P/I Public/Institutional District
- SO Shoreland Overlay District
- PUD Planned Unit Development Overlay District

**Section 2.** Title XV: Land Usage, Chapter 152 Zoning, Section 152.057 (PRD) Planned Residential Development District, of the City of Mayer Municipal Code, hereby amended to add the provisions with underlined text and delete the provisions with the strike-through text as follows:

**Section 3.** Title XV: Land Usage, Chapter 152 Zoning, Section 152.065 (PUD) Planned Unit Development Overlay District, of the City of Mayer Municipal Code, hereby amended to add the provisions with underlined text and delete the provisions with the strike-through text as follows:

**152.065 (PUD) PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT.**

- (A) *Purpose and intent.* The purpose of this section is to provide for the modification of certain regulations under a flexible regulatory process as compared to the more rigid development regulations common to traditional zoning districts when it can be demonstrated that such modification would result in a high quality development that would preserve or create features or facilities of benefit to the community, such as, but not limited to open space, or active recreational facilities or preserving natural resources, which features or facilities would not have been provided if no regulations were modified. These features or facilities would be compatible with surrounding development, and would conform to the goals and policies of the

Comprehensive Plan. Throughout this section, "PUD" shall mean the same as "Planned Unit Development."

(B) *Benefit to the public intended.* PUD's are intended to encourage the efficient use of land and resources, to promote greater efficiency in public utility serves and encourage innovation in the planning and building of all types of development. Planned unit developments shall demonstrate at least one benefit to the public, including but not limited to the following. The applicant bears the burden of demonstrating that one or more public benefits exist:

(1) Innovations in residential development that:

(a) Proactively and tangibly address the demand for housing for all economic levels;

(b) Provide greater variety in tenure, type, design, and siting of dwellings;

(c) Provide for the creation of affordable housing units through an efficient use of land resulting in smaller networks of utilities and streets, thereby lowering housing costs and public investments, except that tangible plans to maintain dwelling unit affordability provided one or more additional public benefits are found to exist.

(2) The reestablishment, preservation and/or enhancement of desirable site characteristics such as natural topographic and geologic features.

(3) A variety of housing types/densities together with preservation of open space/natural features within one development.

(4) The creation of active and/or passive recreational opportunities and/or facilities that would not have been provided if no regulations were modified.

(5) A more desirable environment than would be possible through the strict application of zoning and subdivision regulations of the city.

(C) *Types of planned unit developments – where permitted.*

(1) Two types of planned unit developments are hereby established subject to the use regulations of the zone in which the PUD is proposed to be located and provided the standards of section (C)(2) are achieved:

(a) Single-family PUD's, comprised of detached dwelling units on individual lots, necessary street right-of-way to serve such dwelling units and any common open space, recreational facilities or other areas or facilities.

(b) Non-single family PUD's, comprised of attached dwelling units, detached dwelling units not on individual lots, commercial, retail, office, service, public, quasi-public or industrial buildings, or any combination thereof, the necessary streets and other public and/or private rights-of-way to serve such uses, and any appurtenant common open space, recreational facilities or other areas or facilities.

(c) A PUD may comprise both of the above types, subject to compliance with the use regulations of the zone in which the PUD is proposed to be located.

(2) Planned unit developments may be located in any zone subject to use regulations; provided, that:

(a) The use(s) permitted in the PUD shall be governed by the use regulations of the underlying zoning classification or other generally applicable city regulations

governing permitted uses, permitted accessory uses, conditional uses and interim uses, including overlay and special district regulations;

(b) A PUD for any parcel or tract of land shall have a minimum net site area for each zoning district as set forth below excluding areas not suitable to development:

1. Residential Districts – five (5) acre minimum.
2. General Business District – Two (2) acre minimum.
3. Central Business District – One (1) acre minimum.
4. Commercial/Industrial District – Five (5) acre minimum.
5. Mixed Use PUD – Five (5) acre minimum.

(c) The design of a PUD shall take into account the relationship of the site to the surrounding areas. The perimeter of the PUD shall be so designed as to minimize undesirable impact of the PUD on adjacent properties and, conversely, to minimize undesirable impact of adjacent land use and development characteristics on the PUD.

(d) Common open space shall be either held in common ownership by all owners of that specific use in the PUD or dedicated for public use with approval of the City Council. Whenever possible, common open space shall be linked to the open space areas of adjoining developments. Common open space shall be of such size, shape, character, and locations as to be useable for its proposed purpose.

(D) *General requirements/permitted modifications.*

(1) *In general.* In considering a proposed PUD project, the approval thereof may involve modifications in the regulations, requirements and standards of the zoning district in which the project is located, and in Chapter 151 Subdivisions of Title XV: Land Usage of the Municipal code for the City of Mayer. In modifying such regulations, requirements and standards as they may apply to a PUD project, the standard identified within this section (D)(1) and the limitations set forth in section (D)(2) and (3) shall apply. In order to be granted any such modifications, the applicant shall demonstrate that the proposed development complies with the purpose of this chapter. The applicant shall bear the burden of supporting any change in requirements. The city may increase any requirements necessary to make the project conform to the purposes of this chapter.

(a) *Front yard setbacks.* The requirements for minimum front yard setbacks for the zoning district in which the planned unit development is located shall apply to all exterior boundary lines of the site, except if the proposed use in the PUD adjacent to the exterior property line of the site, is substantially the same use as the existing uses adjacent to the exterior boundary line of the site of the planned unit development.

(b) *Distance between buildings.* The minimum distance between structures shall be 14 feet.

(c) *Building height.* Building height shall be governed by the requirements of the underlying zoning district classification as set forth therein.

(d) All permitted, permitted accessory, conditional and interim uses contained in the underlying zoning district shall be treated as permitted, permitted accessory, conditional and interim uses in the PUD overlay district. Uses not listed as permitted,

permitted accessory, or conditional or interim in a specific district shall not be allowed in a PUD unless it is found that the use is complementary to the functionality of the development and the other uses found therein.

(e) An increase in density may be permitted to encourage the preservation of natural resources, topography and geological features. Excluded from the calculation shall be areas which would normally not be developable such as waterways or water bodies, wetlands, shorelands, floodplains, steep slopes, hydric soils and the like in addition to areas required for streets, parks, pedestrian facilities, storm water controls and placement of public utilities.

(f) Off-street parking and loading space shall be provided in each PUD in the same ratios for types of building and uses as required in the underlying zoning district. However, the city may reduce the number of parking spaces required provided PUD applicants submit information demonstrating a reduced need for parking facilities (e.g. senior housing complex, PUD's featuring joint parking facilities, parking study, proximity to and availability of bus service coupled with transit-friendly design, and the like).

(g) The streets connecting with any PUD must be of sufficient size and character to accommodate the traffic to be produced by the project. The streets connecting with any PUD shall not significantly alter the character of existing residential neighborhoods. Evaluation of the proposal pursuant to this section shall include consideration of the following criteria:

1. The increase in traffic which will be generated by the development;
2. The present width and condition of streets to be affected;
3. Presence or absence of improved sidewalks and trails;
4. Potential impacts upon the value of surrounding properties;
5. Anticipated effect upon availability of parking;
6. Existence of a particular conflict between vehicular and pedestrian traffic;
7. The street type designated in the Comprehensive Plan.

(h) The city may reduce paved right-of-way width requirements outlined in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer for streets contained within the PUD providing:

1. A demonstrated benefit to the public exists that would not exist if not for the reduction of street width; and
2. Providing the City Engineer and city's emergency service providers (fire, ambulance, and police) review the PUD to determine adequacy of proposed street widths. The city may require total right-of-way widths (including non-paved) to adhere to standards contained within Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer.

(2) *Single-family PUD's.* Single-family PUD's shall be subject to the following limitations in modification of regulations in addition to those limitations set forth in section (D)(1):

(a) The minimum lot size and lot width, as required in the underlying zoning district, may be reduced by up to twenty-five percent (25%) provided that an area, in addition to conventional park dedication requirements, in the amount of eight percent (8%) of the total site area, shall be preserved for common open space and held in common ownership or dedicated for public use provided the City Council finds the open space is set aside for the following:

1. Common useable open space comprising landscaping and facilities such as but not limited to play areas, trails, picnic tables and benches;
2. Areas containing significant trees as defined by the city;
3. Other non-critical areas, the preservation or creation of which promote one or more goals and/or policies of the Comprehensive Plan;

(3) *Non-single-family PUD's.* Non-single-family PUD's shall be subject to the following limitations in modification of regulations in addition to those limitations set forth within the underlying zoning district:

(a) When a PUD containing dwelling units is proposed on property having more than one underlying residential district, the total number of dwelling units allowed may be determined by totaling the number of dwelling units allowed to be located on each portion of the PUD area located in a separate zone according to the regulations of that zone.

(b) The city, at its discretion, may allow the number of units arrived at under section (D)(3)(a) above to be located anywhere within the PUD subject to the PUD approval process set forth in this section and provided the city makes a finding of fact that a public benefit resulting from such action is present.

(E) *Subdivision requirements.* The approval of a preliminary and final plat shall be required of all projects which involve or contemplate the subdivision of land and the procedures set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer shall be followed concurrently herewith. The approved final development plan shall be a binding site plan. A lease of land not involving a residential structure shall be exempt from Chapter 151 if the lease conforms to the final development plan.

(F) *Pre-application/informational meeting and concept plan required.*

(1) *Informal meeting.* Prior to filing an application for preliminary PUD plan approval, the applicant of the proposed PUD shall arrange for and attend an informational meeting with city staff. At such conference, the applicant shall be prepared to generally describe the applicant's proposal for a PUD. The primary purpose of the meeting shall be to provide the applicant with an opportunity to gather information and obtain guidance as to the general suitability of the conformity to the provisions of this chapter before incurring substantial expense in the preparation of detailed plans, surveys, and other data.

(2) Following a pre-application/informational meeting but prior to submitting an application for preliminary plan approval, the applicant for a proposed PUD shall submit to the city a general concept plan for review by city staff and/or the Planning Commission and City Council.

(a) *Purpose.* The general concept plan provides an opportunity for the applicant to submit a plan to the city showing the applicant's basic intent and the general nature of the entire development without incurring substantial cost. This concept plan serves as the basis for the informational meeting so that the proposal may be considered at

an early stage. The following elements of the proposed general concept plan represent the immediate significant elements which the city shall review and for which a decision shall be rendered:

1. Overall maximum PUD density range.
2. General location of major streets and pedestrian walkways.
3. General location and extent of public and/or common open space.
4. General location of residential and non-residential land uses with approximate intensities of development.
5. Staging and timetable of development.
6. Other special criteria for development.

(G) *Preliminary and final PUD plan approval required.*

(1) Each PUD shall require preliminary and final plan approval. *Add the process to the text public hearing required.*

(2) If land subdivision is requested in conjunction with the PUD plan, both preliminary and final PUD plan approvals shall be processed concurrently with the platting procedures set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer. Required data, parkland/fee-in-lieu of parkland dedication, design standards and required improvements shall be the same as per a conventional subdivision and as set forth within Chapter 151. In addition to the data requirements itemized within Chapter 151 the application shall also include information necessary to process the PUD preliminary and final plan(s) as contained within this section. The City may waive requirements determined to be redundant.

(3) The preliminary plan and the final plan may be combined and together processed through review as a final PUD plan. In addition the applicant may need to file a concurrent rezoning application in accordance with the procedures set forth in this chapter.

(H) *Phased development.* Development of the project may be phased, in which case each complete phase may be processed separately through both preliminary development plan review and final PUD plan review. A map showing all property owned or controlled by the developer which is contiguous to the development site or which is within the area determined by the city to be relevant for comprehensive planning and environmental assessment purposes, together with a conceptual plan of the property's eventual development through all potential phases shall be submitted with the application for the first phase. The developer is not responsible for providing a conceptual plan for contiguous or nearby property which is not owned or controlled by the developer. The conceptual plan shall conform to the purposes of this chapter and shall be used by the city to review all phases of the development. All phases of the development shall conform to the conceptual plan, all conditions of approval, and applicable regulations.

(I) *Preliminary PUD Plan – contents of complete application.*

(1) The applicant shall file with the city a preliminary PUD plan (seven large scale copies and fifteen 11 X 17 copies), which includes the following:

(a) A legal description of the property proposed to be developed;

- (b) A map of the subject property and surrounding area determined by the city to be relevant for comprehensive planning, environmental assessment or zoning review purposes, which shall depict comprehensive plan designations, zoning classifications and existing land uses and utility mains/urban facilities including parks and streets;
- (c) A proposed site plan for the subject property depicting the following:
  - 1. Topography at two-foot contours.
  - 2. Individual trees over eight (8) inches in trunk diameter measured four (4) feet above the base of the trunk in areas to be developed or otherwise disturbed;
  - 3. Designated placement, location, and principal dimensions of lots, buildings, streets, parking areas, recreation areas and other open space, landscaping areas and utilities;
  - 4. If the developer owns or otherwise controls property adjacent to the proposed development, a conceptual plan for such property demonstrating that it can be developed in a compatible manner with the proposed development;
- (d) A conceptual landscape plan showing existing and proposed landscaping including groundcover, shrubbery and tree species;
- (e) Drawing and/or text showing scale, bulk and architectural character of proposed structures;
- (f) For single-family PUD's, a conceptual drawing depicting the number and location of lots which would be allowed if no regulations were modified;
- (g) Special features including but not limited to critical areas and sites or structures of historic significance;
- (h) Text describing conditions or features which cannot be adequately displayed on maps or drawings;
- (i) A narrative stating how the proposed development complies with the goals and policies of the Comprehensive Plan;
- (j) A narrative stating how the proposed plan impacts adjacent property owners;
- (k) A narrative describing the public benefit of the proposed PUD;
- (l) A narrative describing proposed operation/maintenance of the development including open areas, stormwater features and recreational facilities resulting from the subdivision;
- (m) If applicable, draft conditions, covenants and restrictions and other documents relating to operation and maintenance of the development, including all of its open areas and recreational facilities;
- (n) Information normally required within the underlying zoning classification relating to site plan review;
- (o) Other information required by the city.

(J) *Preliminary PUD Plan – criteria for approval.*

- (1) Preliminary PUD approval shall be granted by the city only if the applicant demonstrates that:
  - (a) The proposed project shall not be detrimental to present and potential surrounding land use.
  - (b) Land surrounding the proposed development can be planned in coordination with the proposed development and can be developed so as to be mutually compatible.
  - (c) Streets and sidewalks, existing and proposed, are suitable and adequate to carry anticipated traffic within the proposed project and in the vicinity of the proposed project, in light of the criteria set forth in Chapter 151 Subdivisions of the Municipal code of the City of Mayer and the Comprehensive Plan.
  - (d) Services including potable water, sanitary sewer and storm drainage are available or can be provided by the development prior to occupancy.
  - (e) Each phase of the proposed development, as it is planned to be completed, contains the required parking spaces, recreation spaces, landscape and utility areas necessary for creating and sustaining a desirable and stable environment.
  - (f) The project conforms with the purposes and standards prescribed in this chapter.
  - (g) The project conforms to the Comprehensive Plan.
- (2) Conformance with the design standards and required improvements as set forth within Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer.

(K) *Preliminary PUD Plan – minor and major changes to an approved preliminary PUD.*

- (1) A proposed minor change to an approved preliminary PUD shall be incorporated into the application for final PUD approval, and any notification regarding such final PUD approval shall describe the proposed minor change(s). A "minor change" means any departure from the conditions of preliminary approval which is not a "major change" and includes but is not limited to the following:
  - (a) Reductions to the number of dwelling units in a structure;
  - (b) Reductions to the number of residential dwelling units;
  - (c) Reductions to the number of nonresidential structures;
  - (d) Revisions to heights of structures;
  - (e) Revisions to location of internal roads;
  - (f) Revisions similar in nature to those above as determined by the city.
- (2) A proposed major change to an approved preliminary PUD shall require reapplication for preliminary PUD approval and a public hearing and any notification regarding such preliminary PUD approval shall describe the proposed major change or changes. A "major change" is any departure from the conditions of preliminary PUD approval which would result in any of the following:

- (a) Revisions to the approved design concept;
- (b) Revisions to the approved use(s);
- (c) An increase in the number of residential dwelling units;
- (d) An increase in square footage of nonresidential structures;
- (e) A decrease in the amount of landscaping, site perimeter buffering, and open space; and
- (f) An increase in traffic volumes or change in circulation patterns which impacts surrounding development.

(L) *Final PUD Plan – contents of complete application.*

(1) Within twelve (12) months following the approval of the preliminary PUD, the applicant shall file the final PUD conforming to the approved preliminary PUD. The final PUD shall include the following:

- (a) A survey of the property, showing for all areas to be developed or disturbed, existing features, including topography at two (2) foot contours, buildings, structures, trees over eight (8) inches in trunk diameter measured four (4) feet above the base of the trunk, streets, utility easements, rights-of-way, and existing land uses;
- (b) Elevation and perspective drawings of project structures and improvements;
- (c) Proposed final association documents, declarations of covenants, conditions and restrictions and other documents relating to operation and maintenance of the development, including all of its open areas and recreational facilities, which documents shall be recorded upon final PUD approval;
- (d) Proposed final agreements which may have been required as conditions of preliminary PUD approval;
- (e) A development schedule;
- (f) The following plans and diagrams:
  1. An off-street parking plan;
  2. A circulation diagram indicating the proposed movement of vehicles and pedestrians within the planned unit development, and to and from existing and programmed thoroughfares; any special engineering features and traffic regulating devices needed to facilitate or ensure the safety of this circulation pattern must be shown;
  3. Landscaping and tree planting plan, including site grading;
  4. A topographic map or model of the site and surrounding vicinity;

(2) In the event that development standards were submitted and approved as part of the preliminary PUD plan, development standards shall be made binding upon all future owners of the property in a manner acceptable to the city and may be submitted in lieu of elevation and perspective drawings of project improvements.

(M) *Final PUD Plan – criteria for approval.* Final PUD approval shall be granted by the city only if the applicant demonstrates that the final PUD substantially conforms to the approved preliminary PUD. For the purposes of this section, "substantially conforms" means that, as compared to the preliminary PUD, the final PUD contains no revisions in density, uses, design, or development standards or in the site plan, other than the minor changes pursuant to section (K) above.

(N) *Final PUD Plan – extension of time for filing.* For good cause shown, the city, at its discretion, may grant an extension of time of one (1) year for filing the final PUD and required accompanying papers, and may grant additional one (1) year extensions; provided, however, the city shall have the right to reexamine and update any conditions made to mitigate development impact.

(O) *Final PUD Plan – failure to file & termination.*

(1) In the event the final PUD or any required application and materials are not filed within twelve (12) months following approval of a preliminary PUD, except as provided elsewhere in this chapter or as noted in section (O)(2) below, the approval of the preliminary PUD shall lapse and the approval shall be deemed null and void and without force or effect.

(2) When it is determined as part of the preliminary PUD approval that the final PUD is to be phased, the final PUD for the first phase shall be submitted within twelve (12) months of preliminary approval. The final development plan for each subsequent phase shall be submitted within the schedule established at the time of preliminary PUD approval. In the case of a PUD which includes a subdivision, the final PUD shall be submitted within two (2) years of receiving preliminary approval.

(3) The time period for filing a final PUD shall not include periods of time during which progress on the final PUD was reasonably halted or delayed due to the filing and pendency of legal actions challenging an approval granted by the city pursuant to this chapter; provided, that in all cases when more than two (2) years have elapsed subsequent to the date of approval of a preliminary PUD the applicant shall be required to comply with all current building, construction, subdivision and other applicable standards of the city prior to being granted approval of the final PUD; provided, that a change in zoning district classification enacted subsequent to approval of the final development plan shall not affect the project.

(P) *Final PUD Plan – adjustments to approved final PUD.*

(1) City staff is authorized to allow adjustments in accordance with section (P)(2) below. City staff shall allow only such adjustments as are consistent with guidelines established in section (P)(2), and in no case shall an adjustment be allowed if it will increase the total amount of floor space authorized in the approved final PUD, or the number of dwelling units or density, or decrease the amount of parking or loading facilities or permit buildings to locate substantially closer to any boundary line or change substantially any point of ingress or egress to the site.

(2) For the purposes of this section (P), "adjustments" means any departure from the conditions of final PUD approval which complies with the following criteria:

(a) The adjustment maintains the design intent and quality of the original approval;

(b) The amount of landscaping, buffering and open space shall not be reduced;

- (c) The number of dwelling units in residential developments and the square footage of structures shall not increase;
- (d) The adjustment shall not relocate a building, street or other use more than twenty (20) feet in any direction and shall not reduce any required yard and/or setback;
- (e) The height of buildings and other structures shall not increase;
- (f) Views from both structures on-site and off-site shall not be substantially reduced;
- (g) Traffic volumes shall not increase and circulation patterns shall not change;
- (h) Changes in colors, plant material and parking lot configurations are minor;
- (i) The adjustment does not add significant new environmental impacts or significantly increase environmental impacts disclosed in the original documents;
- (j) City staff determines that the change will not increase any adverse impacts or undesirable effects of the project, or that the change in no way significantly alters the project.

(Q) *Letter of credit required for final PUD Plan.* No final PUD shall be implemented until the applicant files with the city a letter of credit approved by the city, executed by a surety company authorized to do business in the state, or other equivalent security approved by the City Attorney, in an amount equal to one hundred and twenty-five percent (125%) of the estimated cost of all public improvements, utilities and landscaping, conditioned upon the applicant's completion of such portions of the project according to the submitted final PUD and the provisions of this chapter, and, in addition, providing that no change, extension of time, alteration or addition to the project will in any way affect the obligation on the letter of credit. Such letter of credit shall also be conditioned upon full restoration of the site in the event that grading, clearing or any other site preparation or work is begun and abandoned, and in the determination of the city, it will better serve the public health, welfare and safety to restore the site rather than to require completion of public improvements, utilities and landscaping. If the PUD is also being subdivided, the letter of credit required to be posted by the subdivision of property as per Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer, to the extent that it satisfies the requirements of this section, shall be accepted as full or partial fulfillment of the requirements hereof.

(R) *Operating and maintenance requirements for PUD common open space and service facilities.*

- (1) Whenever common open space or service facilities are provided within the PUD, the PUD plan shall contain provisions to assure the continued operation and maintenance of such open space and service facilities to a predetermined reasonable standard.
- (2) Common open space and service facilities within a PUD shall be placed under the ownership of one or more of the following:
  - (a) Landlord control where only use by tenants is anticipated.
  - (b) Property owner's association, provided all of the following conditions are met:
    - 1. Prior to the use, occupancy, sale or the execution of contracts for sale of an individual building unit, lots, parcel, tract, townhouse, apartment, or area, a declaration of covenants, conditions and restrictions or an equivalent document as specified in Minnesota Statutes shall be filed with the city prior to the filings of the documents with the County Recorder's Office.

2. The declaration of covenants, conditions and restrictions or equivalent document shall specify that deeds, leases or documents of conveyance affecting buildings, units, lots, parcels, tracts, townhouses or apartments shall subject the properties to the terms of the declaration.
  3. The declaration of covenants, conditions and restrictions shall provide that an owner's association or corporation may be formed and if such an association or corporation is formed, property owners must be members of the association or corporation which shall maintain all properties and common areas in good repair and which shall assess individual property owners proportionate shares of joint or common costs. This declaration may be subject to the review and approval of the City Attorney. The intent of this requirement is to protect the property values of the individual owner through establishing effective private control.
  4. The declaration shall additionally provide that in the event the association or corporation fails to maintain properties in accordance with the applicable rules and regulations of the city, or fails to pay taxes or assessments on properties as they become due, and in the event the city incurs any expenses not immediately reimbursed by the association or corporation, then the city shall have the right to assess each property its pro rata share of the expenses. Such assessments, together with interest thereon and costs of collection, shall be a lien on each property against which such assessment is made.
  5. Membership in the association must be mandatory for each owner within that neighborhood in the PUD, as determined with the approval of the final PUD, and any successive buyer and the association must be responsible for liability insurance, taxes, and the maintenance of the open space facilities to be deeded to it.
  6. The open space restrictions must be permanent and not for a given period of years.
  7. Property owners must pay their pro rata share of the cost of the association by means of an assessment to be levied by the association which meets the requirements for becoming a lien on the property in accordance with state law and the association must be able to adjust the assessment to meet changing needs.
  8. The by-laws and rules of the association and all covenants and restrictions to be recorded must be approved by the City Council prior to the approval of the final PUD plan.
- (3) *Staging of common open space.* The construction and provision of all of the common open space and public improvements and recreational facilities that are shown on the final development plan for a PUD must proceed at the same rate as the construction of dwelling units or other private facilities.
- (S) *Building permits – certificates of occupancy.* The city shall issue building permits for buildings and structures which conform with the approved final PUD and with all other applicable city ordinances and regulations. The city shall issue a certificate of occupancy for completed buildings or structures which conform to the requirements of the approved final PUD and all other applicable city ordinances and regulations. The construction and development of all the open spaces and public and recreational facilities of each project phase must be completed or bonded before any certificate of occupancy will be issued.

(T) *Extension of time for construction.* For good cause shown, the city, at its discretion, may grant one (1) extension of time for commencement or continuation of construction subsequent to approval of the final PUD.

(U) *Termination of PUD – failure to commence or continue construction.*

(1) If construction has not been started within two (2) years from the date of approval of a final PUD with an associated subdivision, or two (2) years from the date of approval of any other final PUD, or if construction has been commenced but the work has been abandoned for a period of one (1) year or more, and if no extension of time has been granted as provided in herein, the authorization granted for the PUD project shall terminate and all permits and approvals issued pursuant to such authorization shall expire and be null and void.

(2) The time period of commencing or continuing construction shall not include periods of time during which commencement of construction or continuation of construction was reasonably halted or reasonably delayed due to the filing of pendency of legal action challenging an approval granted by the city pursuant to this chapter; however, in all cases, when more than two (2) years have elapsed subsequent to the date of approval of a final PUD with associated subdivision, or more than two (2) years have elapsed subsequent to the date of approval of any other final PUD the applicant shall be required to comply with all current building, construction, subdivision and other applicable standards of the city provided, that a change in zoning district classification enacted subsequent to approval of the final development plan shall not affect the project.

(V) *Sale of lots.* Lots in a platted PUD may be sold to separate owners according to the separate lots as shown in the plat filed and approved in connection therewith. No sale shall be permitted which subdivides a lot in such a manner as to create a new lot line except as provided in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer.

(W) *Lots subject to final PUD Plan.* All lots or other divisions of a subdivided PUD shall remain subject to compliance with the final development plan regardless of the fact of subdivision in compliance with Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer or lot(s)/division(s) of a subdivided PUD were subsequently conveyed.

ADOPTED by the City Council of the City of Mayer, Carver County, Minnesota this 24<sup>th</sup> day of April, 2017.

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

ATTEST:

Moved by:  
Seconded by:

\_\_\_\_\_  
Luayn Ruch-Hammond  
City Administrator

Published:

ORDINANCE NO. 216  
(Zoning Amendment)

CITY OF MAYER  
CARVER COUNTY, MINNESOTA

April 24, 2017

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MAYER BY REZONING CERTAIN LAND FROM (PRD) PLANNED RESIDENTIAL DEVELOPMENT DISTRICT TO R-1 LOW DENSITY RESIDENTIAL DISTRICT AND R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT.

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 (PRD) Planned Residential Development District to (R-1) Low Density Residential District:

Lots 1-17, Block 1, Hidden Creek 6th Addition.  
Lots 1-8, Block 2, Hidden Creek 6th Addition.  
Lots 1-5, Block 3, Hidden Creek 6th Addition.  
Outlots A, B, C & D, Hidden Creek 6th Addition.

Lots 1-17, Block 1, Hidden Creek 7th Addition.  
Lots 1-21, Block 2, Hidden Creek 7th Addition.  
Outlots A, B & C, Hidden Creek 7th Addition.  
Lots 1-10, Block 1, Coldwater Crossing 7th Addition.  
Lots 1-13, Block 2, Coldwater Crossing 7th Addition.  
Lots 1-5, Block 3, Coldwater Crossing 7th Addition.  
Outlots A & B, Coldwater Crossing 7th Addition.

Lots 1-6, Block 1, Fieldstone.  
Lots 1-7, Block 2, Fieldstone.  
Lots 1-7, Block 3, Fieldstone.  
Lots 1-10, Block 4 Fieldstone.  
Lots 1-14, Block 5 Fieldstone.  
Lots 1-6, Block 6, Fieldstone.  
Lots 1-9, Block 7, Fieldstone.  
Outlots C, D, E, F, G, H, I, J, K, L, M, O, P & Q, Fieldstone.

Lots 1-3, Block 1, Fieldstone 2nd Addition.  
Lots 1-6, Block 2, Fieldstone 2nd Addition.  
Lots 1-6, Block 3, Fieldstone 2nd Addition.  
Lots 1-4, Block 4 Fieldstone 2nd Addition.  
Lots 1-6, Block 5 Fieldstone 2nd Addition.  
Outlots A, B, C, D, E, F, G, H, I, J & K, Fieldstone 2nd Addition.

THAT P/O S 200' OF NE1/4 SE1/4 31-117-25 AND THAT P/O OF S 200' OF W1/2 NW1/4 SW1/4 32-117-25 AS DESC IN THE FOLLOWING 3 PARCELS: 1) THAT P/O NE1/4 SE1/4 31-117-25 DESC AS: COMM AT SE CORN NE1/4 SE1/4 TH N89°W ON S LINE 718.61' TO PT OF BEG TH N60°W 397.2 61.53' TH N37°E 157.39' TH S47°E 51.61' TH S37°W 144.93' TH S56°E 342.29' TH S24°W 316.18' TH S61°E 329.45' TH N34°E 57.91' TH S57°E 135' TH S44°E 61.65' TH S57°E 37.22' TH SELY ON CRV CONCAVE TO NE 90.76' TH S27°W 175.31' TH S36°W 141.48 TH NWLY ON CRV T (PID #500311110)

S 200' OF NE1/4 SE1/4 & INCL IN 32-117-25 S 200' OF W1/2 NW1/4 SW1/4 (FORMERLY P/O 10.0312100- ANNEXED/PAY 2007 OA-1128-2) EXC 3 PARCELS DESC AS: 1) THAT P/O NE1/4 SE1/4 31-117-25 DESC AS: COMM AT SE CORN NE1/4 SE1/4 TH N89°W ON S LINE 718.61' TO PT OF B N ON W LINE 713.27' TH S66°E 61.53' TH N37°E 157.39' TH S47°E 51.61' TH S37°W 144.93' TH S56°E 342.29' TH S24°W 316.18' TH S61°E 329.45' TH N34°E 57.91' TH S57°E 135' TH S44°E 61.65' TH S57°E 37.22' TH SELY ON CRV CONCAVE TO NE 90.76' TH S27°W 175.31' TH (PID #500311100)

S 200' OF E1/2 NW1/4 SW1/4 & INCL E1/2 SW1/4 SW1/4 ANNEXED FOR PAY 2007 OA1128-2 EXC: BEG AT SW CORN NW1/4 SW1/4 TH N ON W LINE 713.27' TH S66°E 61.53' TH N37°E 157.39' TH S47°E 51.61' TH S37°W 144.93' TH S56°E 342.29' TH S24°W 316.18' TH S61°E 329.45' TH SW1/4 TH S 911.83' TO PT OF BEG TH N89°E 6.71' TH S2°E 200' TH WLY TO W LINE ON CRV CONCAVE TO N 13.42' TO W LINE TH N ON W LINE 200.23' TO PT OF BEG (PID #500320300)

**Section 2.** This land shall now be part of the (R-1) Low Density Residential District and subject to the regulations of Title XV: Land Usage, Chapter 152 Zoning, Section 152.054 of the Code of Ordinances of the City of Mayer as amended.

**Section 3.** The Code of Ordinances of the City of Mayer is hereby amended to change the zoning classification of the following described land from (PRD) Planned Residential Development District to (R-2) Medium Density Residential District:

- Lots 1-2, Block 1, Sunset Meadows.
- Lots 1-2, Block 2, Sunset Meadows.
- Lots 1-2, Block 3, Sunset Meadows.
- Lots 1-2, Block 4, Sunset Meadows.
- Lots 1-2, Block 5, Sunset Meadows.
- Lots 1-2, Block 6, Sunset Meadows.
- Lots 1-2, Block 7, Sunset Meadows.
- Lots 1-2, Block 8, Sunset Meadows.
- Lots 1-2, Block 9, Sunset Meadows.
- Lots 1-2, Block 10, Sunset Meadows.
- Lots 1-2, Block 11, Sunset Meadows.
- Lots 1-2, Block 12, Sunset Meadows.
- Lots 1-2, Block 13, Sunset Meadows.
- Lots 1-2, Block 14, Sunset Meadows.
- Lots 1-2, Block 15, Sunset Meadows.
- Lots 1-2, Block 16, Sunset Meadows.
- Lots 1-2, Block 17, Sunset Meadows.
- Lots 1-2, Block 18, Sunset Meadows.
- Lots 1-2, Block 19, Sunset Meadows.
- Lots 1-2, Block 20, Sunset Meadows.
- Lots 1-2, Block 21, Sunset Meadows.
- Lots 1-2, Block 22, Sunset Meadows.
- Lots 1-2, Block 23, Sunset Meadows.
- Lots 1-2, Block 24, Sunset Meadows.
- Outlots A, B, C & D, Sunset Meadows.

**Section 4.** This land shall now be part of the (R-2) Medium Density Residential District and subject to the regulations of Title XV: Land Usage, Chapter 152 Zoning, Section 152.055 of the Code of Ordinances of the City of Mayer as amended.

**Section 5.** This rezoning is contingent upon the following conditions.

1. Text Amendment Approval. The rezoning is contingent upon approval of the text amendment eliminating the PRD Planned Residential Development District.

**Section 6. 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 24<sup>th</sup> day of April, 2017.

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

ATTEST: \_\_\_\_\_  
Luayn Ruch-Hammond, City Administrator

(Published in the *Herald Journal* on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** April 24, 2017  
**Item Name:** Interim City Administrator  
**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 Rick Almich as interim City Administrator at an hourly rate of pay of \$65 for 24-27 hours per week with a start date of May 4, 2017.

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

David Drown and Associates staff Gary Weirs is recommending that the City employ the services of Rick Almich for interim City Administrator. The hourly rate of pay is \$60 the amount of hours would be 24-27 hours per week. Staff is requesting approval of the interim City Administrator.

<p><b>FINANCIAL IMPLICATIONS:</b></p> <p>Funding Sources &amp; Uses: _____</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>Other _____</p>
---	--

**Approved** \_\_\_\_\_ **Denied** \_\_\_\_\_ **Tabled** \_\_\_\_\_ **Other** \_\_\_\_\_

**Resolution No.** \_\_\_\_\_ **Ordinance No.** \_\_\_\_\_

# Meeting on CSAH 30 Project

Date: Monday, April 10, 2017, 1:00 P.M.

Location: Meyer, MN.

FYI

1. Purpose: Meet with Meyer and New Germany to go over Project Details

## 2. Schedule:

- Bid opening end of May, 2017.
- Construction start Mid-June, 2017
- Construction End Mid-September, 2017 (Try for end of August)

## 3. Other projects:

- CSAH 30 ridge Rehab will be done in the summer, 2017 also.

## 4. Construction:

- Will have flexibility.

Will maintain access to residence and businesses. Some short intermittent closure to get through intersections, but in general will always have access from one direction or the other, but most likely not all the way from Meyer to New Germany.

- Traffic Detour Plan

- Construction:

- o Shoulder widening, FDR, Reshape and remove excess FDR (3 inches) to be used in shoulder widening area, SFDR (6 inch injection), Pave 3 inches, Final restoration

## 5. Utilities:

- Will adjust as needed. Final elevation of road should be close to existing.

## 6. Working in City Drainage Easement:

- Area Close to Meyer that will need to grade into Drainage easement due to shoulder,

## 7. Plans and Specs:

- Almost ready to submit final plans to State Aid

## 8. Storm water Management and Design:

- Permits and Wetland mitigation plan are soon to be done.

## 9. Other:

NOTICE OF PUBLIC HEARING  
COUNTY OF CARVER  
CHASKA, MINNESOTA

FYI

Appeal for a Variance

NOTICE IS HEREBY GIVEN that on Wednesday the 3<sup>rd</sup> day of May, 2017, as soon as possible after 7:00 p.m. upstairs in the Social Services Wing in the Commissioner's Meeting Room of the Carver County Government Center, Chaska, Minnesota, the Carver County Board of Adjustment will hold a public hearing to consider the application of Martin Jedlicki for a variance pursuant to Chapter 152 of the County Code.

The application is being made for the following described property (full legal description is on file with the application):

Approx. 52.8 acres in the S1/2 of Section 36, Hollywood Twp  
Address: 14655 58<sup>th</sup> Street

If approved, this variance would allow Mr. Jedlicki to subdivide approximately 32 acres of land without road frontage, located on the south side of the South Fork Crow River; which would be purchased by a landowner with adjacent property in the City of Mayer. The County Code requires a minimum of 125 feet of road frontage for a new parcel.

All persons interested are invited to attend the hearing and be heard on this matter. Written comment may be mailed to:

Dept. of Land Management  
600 East Fourth Street  
Carver County Government Center  
Chaska, MN 55318-2102

Carver County Board of Adjustment

By: Steve Just  
Land Management Department Manager

Date to Publish: April 20, 2017

Chaska Herald, Carver County News

To be billed to Dept. of Land Management at the address above

END

S 1/2 SEC. 36, T.117, R.26

THIS IS NOT A LEGALLY RECORDED PLAN.  
 IT IS ONLY A PRELIMINARY PLAN.  
 IT IS NOT TO BE USED FOR ANY PURPOSE  
 OTHER THAN TO SHOW THE GENERAL  
 LOCATION OF THE PROPERTY.  
 ANY OTHER USE IS AT THE USER'S RISK.  
 SURVEYOR'S CONTRACT NUMBER: 15848

