

**CITY OF MAYER**  
**REGULAR CITY COUNCIL MEETING**  
**AGENDA**  
**Monday**  
**August 22, 2016**  
**6:30 PM**

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

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment
4. Consent Agenda
  - 4.1. Approval of the minutes for the August 8, 2016 Regular Council Meeting
  - 4.2. Approval of the minutes for the July 12, 2016 Park Board Meeting
  - 4.3. Approval of the minutes for the July 5, 2016 Planning Commission Meeting
  - 4.4. Additional Claims for the month of August
  - 4.5. Approval of Resolution 8-22-2016-28 Acceptance of Baseball Club Donations
  - 4.6. Approval of the fire department report for the month ending July 2016
5. Staff Reports
  - 5.1. Public Works
  - 5.2. City Engineer
    - Update on Mayer Lutheran High Projects
    - Update on Storm Sewer
  - 5.3. Sheriff's Department
  - 5.4. City Administration
6. Public Works
  - 6.1. Approval of Lift Station #1 modifications
7. City Administrator
  - 7.1 Approval of Resolution 8-22-2016-29 Approving A 38 Lot Preliminary Plat Known As Hidden Creek 7th Addition
  - 7.2 Approval of Resolution 8-22-2016-30 approving site plan for the Carver County Veterans Memorial
  - 7.3 Approval of Ordinance 209 regarding temporary family health care dwellings.
  - 7.4 Approval Resolution 8-22-2016-27 for 2017 Service Agreement for Joint Assessment with Carver County
  - 7.5 Park Board decision about Public Works building
  - 7.6 Approval of ERSI Agreement with Carver County
8. For Your Information
9. Council Reports
10. Other Business
11. Adjournment

**Work Session Immediately Following Regular Council Meeting**  
**UPCOMING MEETINGS**

**City Offices Closed Monday, September 5, 2016 in Observance of Labor Day**  
**Planning Commission Meeting 6:30 PM Tuesday, September 6, 2016**  
**Regular Council Meeting 6:30 PM Monday, September 12, 2016**  
**Park Board Meeting 6:30 PM Tuesday, September 13, 2016**  
**Regular Council Meeting 6:30 PM Monday, September 26, 2016**

MAYER CITY COUNCIL MEETING MINUTES – AUGUST 8, 2016

Call Regular meeting to order at 6:30 p.m. by Mayor Thomas

PRESENT: Mayor Thomas, Council Members Boder, Osborn, McNeilly, and Stieve-McPadden

ABSENT: None

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

ALSO PRESENT: Don Wachholz, Mike Dodge, Ivan Raconteur, David Watts, and Travis Djerf

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Boder with a second by Council Member Osborn to approve the agenda with one addition, Christopher Reeves Grant. Motion Carried 5/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Osborn to approve the Consent Agenda. Motion Carried 5/0.

1. Approve the Minutes of the July 25, 2016 Regular Council Meeting
2. Approve the Minutes of the July 25, 2016 Work Session Meeting
3. Approve the Claims for the month of August 2016
4. Approve the Check Summary for the month of August 2016
5. Approve the Building Permit Report for the month ending July 2016

CITY ADMINISTRATOR

1. **Approval of Fence Permit** –Staff requested authorization to issue a fence permit for 2269 Coldwater Crossing. Property owner, Travis Djerf, would like to place a fence 5ft from the side property line and 2 feet from the rear property line. After discussion Council instructed Staff to contact the City Attorney to draft a document to be recorded with Carver County. A MOTION was made by Council Member Osborn and second by Council Member Boder authorizing the issuance of a fence permit with the acknowledgment that property owner pays for Carver County recording fees and the removal of fence if maintenance in the easement became necessary. Motion Carried 5/0
2. **Discussion on Subscription agreement with US Solar** -- David Watts, Project Developer with US Solar, provided the Council with an agreement and an updated savings table for consideration. After discussion, Council agreed to review an agreement with US Solar with the understanding that US Solar will provide the City with a fully executable agreement. A MOTION was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden to have US Solar present an executable agreement. Motion Carried 4/1 (Boder)
3. **Discussion on Community Center Improvements** – Staff requested direction from Council on making improvements to the Community Center kitchen cabinets. Various quotes on replacing the kitchen cabinet were provided to the Council as well as a quote for the repainting of the kitchen cabinets. After discussion Council requested Staff to provide estimates for future review for the complete remodel of the Community Center kitchen including a new hood and stove. No action at this time.

4. **Decision of property owner at 14067 62<sup>nd</sup> Street.** – Staff informed Council that the property owner at 14067 62<sup>nd</sup> Street, Dan Lipe, has decided to not hook into the City’s sewer system. Now that Lipe’s do not want to connect to City sewer, Council informed Staff that they do not have to contact the property owners on 62<sup>nd</sup> Street about sanitary sewer hook up to the City.
5. **Approval of Performance Review Forms** – Council was presented performance reviews that included short term, long term, and employee self evaluations. After discussion, Council agreed to the forms but also directed Staff to include in the performance reviews personal goals and organizational goals as well.
6. **Approval to Apply for the Christopher Reeves Grant** – A MOTION to approve the application for the Christopher Reeves Grant by August 15, 2016 was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion Carried 5/0

COUNCIL REPORTS

- None

OTHER BUSINESS

- None

ADJOURN

There being no further business, a MOTION was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly to adjourn the meeting at 7:45 p.m. Motion Carried 5/0

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Gerald W. Thomas, Mayor

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

**CITY OF MAYER**  
**PARKS & RECREATION COMMISSION**  
**MEETING MINUTES**  
Tuesday, July 16, 2016

**Commission Members Present:** Commission Members Elizabeth Butterfield, Alisa Johnson Nate McNeilly, and Council Liaison Bruce Osborn.

**Commission Members Absent:** Commission Members Mike Dodge.

**Others Present:** Council Member Stieve-McPadden.

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

**I. CALL TO ORDER**

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

**II. ADOPT AGENDA**

On a motion by Commissioner McNeilly and seconded by Commissioner Johnson to approve the agenda Motion carried 4/0.

**III. MINUTES/BUDGET/CIP**

**Minutes**

On a motion by Commissioner Osborn and seconded by Commissioner McNeilly to approve the minutes of the June 14, 2016 meeting. Motion carried 4/0.

**Budget and Capital Improvement Plan**

Discussion on the 2016 budget and 2016 CIP, Park Board acknowledged receipt of both documents.

**Park Board Budget 2017**

Current Period: June 2016

Account Descr	2015 Budget	2015 Amt	2016 Adopted	2016 YTD Amt
<b>FUND 100 GENERAL FUND</b>				
Dept 45000 Park and Rec				
E 100-45000-100 Wages and Salaries	\$7,680.00	\$4,288.40	\$7,680.00	\$1,936.88
E 100-45000-110 Other Pay Boards &	\$1,500.00	\$1,230.00	\$1,500.00	\$0.00
E 100-45000-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$0.00
E 100-45000-180 Employee Witholdings	\$588.00	\$328.07	\$588.00	\$148.18
E 100-45000-212 Motor Fuels	\$1,000.00	\$1,264.13	\$1,100.00	\$433.16
E 100-45000-300 Professional Srvs	\$4,000.00	\$6,224.64	\$6,240.00	\$498.40
E 100-45000-303 Engineering Fees	\$0.00	\$483.00	\$2,000.00	\$195.00
E 100-45000-360 Insurance (GENERAL)	\$5,900.00	\$5,862.00	\$5,900.00	\$3,101.00
E 100-45000-370 Recreation Program	\$1,000.00	\$2,585.76	\$1,000.00	\$410.00
E 100-45000-381 Electric Utilities	\$250.00	\$148.45	\$177.00	\$68.34
E 100-45000-400 Repairs & Maint Cont	\$5,000.00	\$7,880.85	\$4,000.00	\$764.21
E 100-45000-430 Miscellaneous (GENERAL)	\$1,700.00	\$1,089.88	\$1,000.00	\$249.69
E 100-45000-490 Donations to Civic Org s	\$0.00	\$0.00	\$0.00	\$0.00
E 100-45000-500 Capital Outlay (GENERAL)	\$53,000.00	\$9,211.33	\$59,451.00	\$24,172.14
E 100-45000-530 City Beautification	\$2,000.00	\$1,085.04	\$2,000.00	\$689.22
E 100-45000-580 New Equipment	\$0.00	\$0.00	\$7,500.00	\$9,124.99
E 100-45000-720 Transfer Out	\$0.00	\$26,474.00	\$0.00	\$31,245.00
Dept 45000 Park and Rec	\$83,618.00	\$68,155.55	\$100,136.00	\$73,036.21
<b>FUND 100 GENERAL FUND</b>	<b>\$83,618.00</b>	<b>\$68,155.55</b>	<b>\$100,136.00</b>	<b>\$73,036.21</b>
	\$83,618.00	\$68,155.55	\$100,136.00	\$73,036.21

## **BUSINESS**

### **Park Update Public Works**

Public works staff updated the Park Board on activities:

- Sand Volley ball Court is up and running.
- Spraying thistles in the City
- Completing ball field preparation
- Concession stand cleaned
- Water fountain has been repaired
- Soccer nets have new stakes
- Order new soccer nets next year
- Fences are in
- Needs a couple more no motorized vehicles

Top Priorities for this year

- Curbing in Discovery Park
- Replace trees in parks in the fall
- Continue spraying
- Repair Field #1 Sprinkler system
- Additional wood chips in parks
- Additional lime for field #1
- Old Schoolhouse Park drainage issue.

Public works would like to change curbing in the CIP for 2017. He would like to complete Old Schoolhouse Park curbing instead of Meadow Park. The cost to do the curbing in Old Schoolhouse Park is an additional \$990. On a motion by Commissioner Osborn and seconded by Commissioner Johnson to change the 017 CIP to reflect the completion of Old Schoolhouse curbing and to add \$1,000 to the repairs and maintenance line item and \$990 the capital outlay line item. Motion carried 4/0.

### **West Ridge Park Shelter**

Park Board needed to decide on a color for the roof of the park shelter. On a motion by Commissioner Osborn and seconded by Commissioner Johnson the roof color will be evergreen. Motion carried 4/0.

### **Future Planning of Park Amenities**

Staff presented a modified gantry chart that could be used when planning park amenities. Park Board would like to use the gantry chart concept. They would like to start planning the 2017 park projects in Sept and Oct of 2016.

### **August Movie**

Park board reviewed a list of movies and on a motion by Commissioner Johnson and seconded by Commissioner Butterfield to make the movie Zootopia for Saturday August 20, 2016 at 7:00 PM. Motion carried 4/0. Commissioner Johnson to do the popcorn. Staff will prepare a suggestion box for movies.

### **Shade in the Parks**

Continued discussion on shade in the parks. Park Board would like a quote for canvas shades to cover playground equipment in Old Schoolhouse Park. Staff will present at the next meeting.

**Discussion on Conversion of Public Works Building**

Commissioner Osborn had talked to a representative of RAM about the conversion of the current building to a park shelter. The representative from RAM stated it might be cheaper to tear down the current building and build new. Consider bidding on the project when the City has plans completed by an architect and signed off of by an engineer. This maybe could be completed as a design build. Concerns about wind ratings and whether the LMC would insure the building. Request to send pictures of the building and what the park board would like to construct. Discussion on his recommendations at a future meeting.

**Commissioners Report**

Commissioner Johnson had visited Inspiration Park in Delano and encouraged other park board members to do the same. Mayer Park Board could garner ideas for future parks.

**Staff Report**

None

**Next meeting**

The primary election is scheduled for Tuesday, August 9, 2016. No public meetings can be held on that day after 6:00 PM. The next meeting of the Park Board will be on Wednesday, August 10, 2016.

**Adjournment**

On a motion by Commissioner Johnson and seconded by Commissioner McNeilly to adjourn the meeting at 7:28 PM. Motion carried 4/0.

**City of Mayer**  
**Planning Commission**  
Meeting Minutes  
Tuesday, July 5, 2016

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

**Commission Members Absent:** None.

**Others Present:** Don Jensen with Hidden Creek 1, LLC and Kevin Clark with Paxmar.

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

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**CALL MEETING TO ORDER**

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

**ADOPT AGENDA**

A motion to approve the agenda was made by Commissioner Hahn and seconded by Commissioner Maetzold. Motion carried 7/0.

**APPROVAL OF MINUTES**

A motion to approve the May 3, 2016 Planning Commission minutes was made by Commissioner Maetzold and seconded by Commissioner Hahn. Motion carried 7/0.

**PUBLIC HEARING FOR A AMENDMENT TO THE APPROVED FINAL DEVELOPMENT PLAN FOR HIDDEN CREEK 7TH ADDITION IN RELATION TO MINIMUM LOT SIZES AND MINIMUM LOT WIDTH.**

At 6:31 PM Chairperson Stifter opened the public hearing and Planning Consultant Anderson presented the information. He stated that at the end of 2015 the City Council approved the final development plan for Hidden Creek 6th & 7th Addition with a minimum lot size of 10,000 square feet and a minimum lot width of seventy-five feet. He stated the standard lot size in the R-1 district is eight-five feet wide and 10,000 square feet. The applicant is now requesting an amendment to the final development plan for Hidden Creek 7th Addition that would reduce the minimum lot size to 9,000 square feet and the minimum lot width to sixty-five feet. Planning Consultant Anderson also stated the street would stay the same and by reducing the lot sizes and width the applicant would add two additional lots from the approved preliminary plat total of thirty-six for a total number of lots in Hidden Creek 7th Addition of thirty-eight. He stated that because of the additional lots a new preliminary plat is required.

At 6:38 Chairperson Stifter and Commissioner Maetzold excused themselves from the meeting due to a fire call.

Commissioner Lanting asked if the change was mostly due to additional profit.

Planning Consultant Anderson stated that the change will allow for additional profit since there would be two additional lots.

At 6:42 Chairperson Stifter and Commissioner Maetzold returned to the meeting.

Don Jensen spoke and presented the proposed Hidden Creek changes. He stated that with this plat they were trying to do their best to make the stormwater system as current as possible. He stated that they have talked to the Carver County Watershed District and it appears that they will approve the changes as long as the City approves the changes.

Commissioner Hahn stated the homes are being built for either a couple or small family but not retired couples due to the stairs since the homes are not that big. He thought people would want to buy ramblers and asked if the houses would be the same size as the houses there are currently building even though the lots would be smaller.

Don Jensen said the homes would be the same size as what they are building in other phase of Hidden Creek.

Planning Consultant Anderson stated that after looking at the drawing that was distributed at the meeting by the applicant, that the minimum width could actually be seventy feet wide instead of sixty-five feet wide and that the minimum lot width is determined at the front setback line of the building.

Chairperson Stifter asked about the side yard setback and what that would be.

Planning Consultant Anderson stated that the side yard setbacks are ten feet and that the lots with the extra drainage and utility easement width do not affect the buildable area since the setback are already ten feet.

Commissioner Maetzold said he does not agree with changing the lot width and size to a smaller size than the approved seventy-five foot width and 10,000 square feet.

Commissioner Wachholz said if the City were to approve sixty-five foot widths and smaller lots that the City would be setting a precedent and what is stopping the next developer from asking for the same width or even smaller.

Commissioner Hahn asked if the building pads are engineered.

Don Jensen stated that they are engineered and they would be slightly oversized on the front and rear of the pads.

Chairperson Stifter stated that he feels that the City should keep the lot sizes at the approved 10,000 square feet and seventy-five foot widths for this phase of Hidden Creek.

At 7:20 Chairperson Stifter closed the public hearing.

Commissioner Wachholz stated he is not in favor of smaller lots than what was already approved and that ultimately the City Council will have the final say.

A motion to recommend denial of the amendment to the final development plan for Hidden Creek 7th Addition was made by Commissioner Hahn and seconded by Commissioner Wachholz. Motion carried 7/0 to deny.

**PUBLIC HEARING FOR A PRELIMINARY PLAT FOR HIDDEN CREEK 7TH ADDITION, A THIRTY-EIGHT LOT SUBDIVISION.**

At 7:25 PM Chairperson Stifter opened the public hearing.

Don Jensen with Hidden Creek 1, LLC asked that the Planning Commission hold on action on the preliminary plat.

Planning Consultant Anderson stated the Planning Commission has to make a recommendation one way or another due to timing of the decision and that the City Council can overturn the Planning Commission decision if the Planning Commission recommends denial.

A motion to recommend denial of the preliminary plat of Hidden Creek 7th Addition was made by Commissioner Lanting and seconded by Commissioner Hahn Motion carried 7/0 to deny.

#### **THE FINAL PLAT OF HIDDEN CREEK 7TH ADDITION.**

At 7:28 PM Chairperson Stifiter asked for a motion on the final plat of Hidden Creek 7th Addition.

A motion to recommend denial of the final plat of Hidden Creek 7th Addition was made by Commissioner Lanting and seconded by Commissioner Wachholz. Motion carried 7/0 to deny.

#### **NEXT MEETING**

Next scheduled meeting is Tuesday, August 2, 2016.

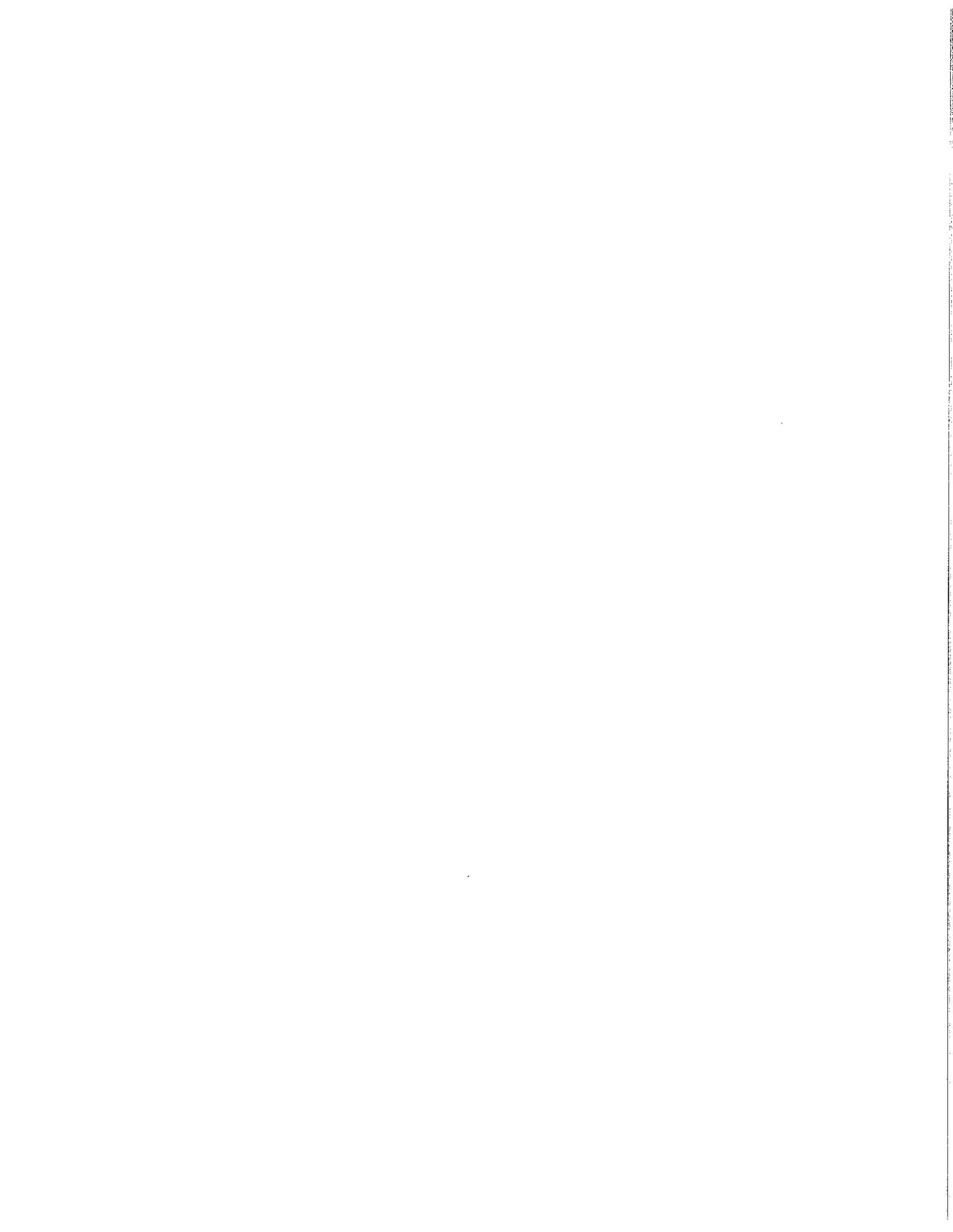
#### **COMMISSIONERS REPORT**

Chairperson Stifiter asked if anyone knew anything about the corner lot on Shimmcor Street and if anything was moving forward.

Planning Consultant Anderson stated he has heard brief things but not sure what is really going on.

#### **ADJOURNMENT**

A motion was made by Commissioner Hahn and seconded by Commissioner Wachholz to adjourn the meeting at 7:39 PM. Motion carried 7/0.



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## \*Claim Register©

08/22/16 PAY

August 2016

Claim Type	Direct				
Claim#	12757	CENTERPOINT ENERGY	Ck# 004289E	8/30/2016	
Cash Payment	E 100-41940-383	Gas Utilities	CITY HALL		\$56.49
Invoice					
Transaction Date	8/8/2016	Security Bank	10100	Total	\$56.49
Claim#	12758	CENTERPOINT ENERGY	Ck# 004290E	8/30/2016	
Cash Payment	E 100-43700-383	Gas Utilities	P/W		\$16.94
Invoice					
Transaction Date	8/8/2016	Security Bank	10100	Total	\$16.94
Claim#	12759	CENTERPOINT ENERGY	Ck# 004291E	8/30/2016	
Cash Payment	E 620-49410-383	Gas Utilities	WTP		\$22.61
Invoice					
Transaction Date	8/8/2016	Security Bank	10100	Total	\$22.61
Claim#	12760	CENTERPOINT ENERGY	Ck# 004292E	8/8/2016	
Cash Payment	E 640-49480-383	Gas Utilities	WWTF		\$49.14
Invoice					
Transaction Date	8/8/2016	Security Bank	10100	Total	\$49.14
Claim#	12761	CENTERPOINT ENERGY	Ck# 004293E	8/8/2016	
Cash Payment	E 100-42280-383	Gas Utilities	FIRE DEPT		\$24.83
Invoice					
Transaction Date	8/8/2016	Security Bank	10100	Total	\$24.83
Claim#	12762	FRONTIER	Ck# 004294E	8/25/2016	
Cash Payment	E 100-43700-321	Telephone	P/W		\$77.65
Invoice					
Transaction Date	8/8/2016	Security Bank	10100	Total	\$77.65
Claim#	12763	XCEL ENERGY	Ck# 004295E	8/8/2016	
Cash Payment	E 100-43160-381	Electric Utilities	STREET LIGHTS		\$1,666.65
Invoice	511282430				
Transaction Date	8/8/2016	Security Bank	10100	Total	\$1,666.65
Claim#	12764	MUNICIPAL DEVELOPMENT GROUP			
Cash Payment	E 100-41910-300	Professional Svcs	PLANNING COMMISSION FEES FOR JULY/HIDDEN CREEK 7TH ADDIT. FEES		\$994.05
Invoice	MAY080516				
Transaction Date	8/8/2016	Security Bank	10100	Total	\$994.05
Claim#	12765	TOWN & COUNTRY GLASS INC			
Cash Payment	E 100-41940-400	Repairs & Maint Cont	CC GYM DOOR CLOSERS		\$210.00
Invoice	10050				
Transaction Date	8/8/2016	Security Bank	10100	Total	\$210.00
Claim#	12766	MELCHERT HUBERT SJODIN, PLLP			
Cash Payment	E 100-41000-304	Legal Fees	MISC LEGAL FEES		\$439.55
Invoice	127045				
Cash Payment	G 800-20202	Hidden Creek	HIDDEN CREEK 7TH ADD.		\$52.16
Invoice	127046				
Transaction Date	8/8/2016	Security Bank	10100	Total	\$491.71
Claim#	12767	CULLIGAN - METRO			

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August 2016

Cash Payment	E 100-42280-400 Repairs & Maint Cont	FIRE DEPT SOFTNER		\$67.10
Invoice				
Transaction Date	8/8/2016	Security Bank	10100	<b>Total</b> \$67.10
Claim#	12768 DUSTIN STUTSMAN			
Cash Payment	E 100-41920-312 Software Support	EXTRA RAM MEMORY & CABLING		\$740.00
Invoice 1133				
Transaction Date	8/8/2016	Security Bank	10100	<b>Total</b> \$740.00
Claim#	12769 MCFOA			
Cash Payment	E 100-41000-433 Dues and Subscriptions	LOIS RENEWAL MEMEBERSHIP FEE		\$35.00
Invoice				
Cash Payment	E 100-41000-433 Dues and Subscriptions	JANELL NEW MEMBERSHIP FEE		\$35.00
Invoice				
Transaction Date	8/8/2016	Security Bank	10100	<b>Total</b> \$70.00
Claim#	12770 BOLTON MENK INC			
Cash Payment	G 800-20202 Hidden Creek	HIDDEN CREEK 6TH ADD		\$9,305.50
Invoice 0193164				
Cash Payment	E 100-41000-303 Engineering Fees	2016 DEVELOPMENT REVIEW		\$816.00
Invoice 0193162				
Cash Payment	E 100-41000-303 Engineering Fees	2016 MISC ENGINEERING		\$260.00
Invoice 0193163				
Transaction Date	8/8/2016	Security Bank	10100	<b>Total</b> \$10,381.50
Claim#	12772 POSTMASTER	Ck# 019966	8/11/2016	
Cash Payment	E 620-49440-322 Postage	JULY UTILITY BILLING		\$104.94
Invoice				
Cash Payment	E 640-49490-322 Postage	JULY UTILITY BILLING		\$104.95
Invoice				
Transaction Date	8/11/2016	Security Bank	10100	<b>Total</b> \$209.89
Claim#	12773 ANNA & JUSTIN RUUD			
Cash Payment	R 620-49440-37110 Water Use Charge	UTILITY CREDIT RETURNED		\$5.46
Invoice				
Cash Payment	R 640-49490-37210 Sewer Use Charge	UTILITY CREDIT RETURNED		\$10.94
Invoice				
Transaction Date	8/11/2016	Security Bank	10100	<b>Total</b> \$16.40
Claim#	12774 CARVER COUNTY			
Cash Payment	E 100-45000-500 Capital Outlay (GENERAL)	MISC PARK/ROAD SIGNS		\$777.95
Invoice PW-4141				
Cash Payment	E 100-43100-400 Repairs & Maint Cont	MISC PARK/ROAD SIGNS		\$172.00
Invoice PW-4141				
Transaction Date	8/11/2016	Security Bank	10100	<b>Total</b> \$949.95
Claim#	12775 HDSWW-EDEN PRAIRIE MN			
Cash Payment	E 620-49440-437 Water Meters	MXU/HORNS		\$1,667.31
Invoice F778100				
Transaction Date	8/11/2016	Security Bank	10100	<b>Total</b> \$1,667.31
Claim#	12776 A-1 STRIPES, INC			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	YELLOW CURB PAINTING		\$350.00
Invoice 19206				

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August 2016

Transaction Date	8/11/2016	Security Bank	10100	Total	\$350.00
Claim#	12777 ECM PUBLISHERS, INC				
Cash Payment	E 100-41000-433 Dues and Subscriptions	SUBSCRIPTION RENEWAL FOR CARVER COUNTY NEWS			\$30.00
Invoice					
Transaction Date	8/11/2016	Security Bank	10100	Total	\$30.00
Claim#	12778 MAYER RISING COMM FESTIVAL				
Cash Payment	E 100-41000-490 Donations to Civic Org s	DONATIONS FROM MAYER RISING COMM FESTIVAL			\$1,500.00
Invoice					
Transaction Date	8/11/2016	Security Bank	10100	Total	\$1,500.00
Claim#	12779 LUAYN RUCH-HAMMOND				
Cash Payment	E 100-41300-331 Travel Expenses	MILEAGE EXPENSES			\$109.13
Invoice					
Transaction Date	8/11/2016	Security Bank	10100	Total	\$109.13
Claim#	12780 UTILITY CONSULTANTS, INC.				
Cash Payment	E 640-49480-385 Testing and Lab Services	SAMPLES FOR JUNE			\$1,109.15
Invoice	92381				
Transaction Date	8/11/2016	Security Bank	10100	Total	\$1,109.15
Claim#	12781 MCLEOD COOP POWER ASSN Ck# 004299E 8/28/2016				
Cash Payment	E 100-43160-381 Electric Utilities	CITY SIGN			\$35.80
Invoice					
Transaction Date	8/12/2016	Security Bank	10100	Total	\$35.80
Claim#	12782 MCLEOD COOP POWER ASSN Ck# 004300E 8/12/2016				
Cash Payment	E 100-43160-381 Electric Utilities	STREET LIGHTS			\$592.50
Invoice					
Transaction Date	8/12/2016	Security Bank	10100	Total	\$592.50
Claim#	12783 KLUVER CONSULTING Ck# 020076 8/15/2016				
Cash Payment	E 640-49480-300 Professional Svcs	SERVICE CONTRACT FOR WWTF 8/1-15/16			\$900.00
Invoice	15-16				
Transaction Date	8/15/2016	Security Bank	10100	Total	\$900.00
Claim#	12784 VOLUNTEER FIREFIGHTERS BENE				
Cash Payment	E 100-42200-360 Insurance (GENERAL)	RENEW INS POLICIES			\$189.00
Invoice					
Transaction Date	8/15/2016	Security Bank	10100	Total	\$189.00
Claim#	12785 LOIS MAETZOLD				
Cash Payment	E 100-41410-331 Travel Expenses	226.80 MILES PRIMARY ELECTION			\$122.47
Invoice					
Transaction Date	8/15/2016	Security Bank	10100	Total	\$122.47
Claim#	12786 A-1 ELECTRIC SERVICE				
Cash Payment	E 640-49480-404 Repairs/Maint Machinery/E	WWTF REPAIRS IN CLARIFIER BLDG			\$261.64
Invoice	19693				
Transaction Date	8/15/2016	Security Bank	10100	Total	\$261.64
Claim#	12787 EMERGENCY RESPONSE SOLUTIO				

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Cash Payment	E 100-42260-400 Repairs & Maint Cont	TURN OUT GEAR REPAIR		\$81.00
Invoice 6929				
Transaction Date	8/15/2016	Security Bank	10100	Total \$81.00
Claim#	12788 MINI BIFF INC			
Cash Payment	E 100-45000-300 Professional Srvs	OSH PARK		\$85.68
Invoice A-80214				
Cash Payment	E 100-45000-300 Professional Srvs	W RIDGE PARK		\$85.68
Invoice A-80252				
Cash Payment	E 100-45000-300 Professional Srvs	MEADOW PARK		\$85.68
Invoice A-80322				
Cash Payment	E 100-45000-300 Professional Srvs	DISCOVERY PARK		\$49.75
Invoice A-80661				
Transaction Date	8/15/2016	Security Bank	10100	Total \$306.79
Claim#	12789 MN STATE FIRE CHIEFS ASSN			
Cash Payment	E 100-42200-208 Training and Instruction	REGISTRATION FOR ROD, ANDY, ADAM, JEFF		\$1,200.00
Invoice 200001029				
Transaction Date	8/15/2016	Security Bank	10100	Total \$1,200.00
Claim#	12790 UTILITY CONSULTANTS, INC.			
Cash Payment	E 640-49480-385 Testing and Lab Services	WWTF SAMPLES		\$1,542.40
Invoice 92607				
Cash Payment	E 620-49440-215 Samples	WWTF SAMPLES		\$0.00
Invoice 92607				
Transaction Date	8/15/2016	Security Bank	10100	Total \$1,542.40
Claim#	12791 MOBIL - EXXON/MOBIL			
Cash Payment	E 100-45000-212 Motor Fuels	PARKS		\$218.62
Invoice xxx375608				
Cash Payment	E 100-43100-212 Motor Fuels	PW		\$212.36
Invoice xxx375608				
Cash Payment	E 100-42260-212 Motor Fuels	FD		\$272.14
Invoice xxx375608				
Transaction Date	8/17/2016	Security Bank	10100	Total \$703.12
Claim#	12792 UTILITY CONSULTANTS, INC.			
Cash Payment	E 620-49440-215 Samples	WTP		\$40.00
Invoice 92606				
Transaction Date	8/17/2016	Security Bank	10100	Total \$40.00
Claim#	12794 QUALITY FLOW SYSTEMS INC			
Cash Payment	E 640-49470-400 Repairs & Maint Cont	REPAIRS TO OSH MAIN LS PIPING		\$3,374.00
Invoice				
Transaction Date	8/17/2016	Security Bank	10100	Total \$3,374.00
Claim#	12795 UFC FARM SUPPLY			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	HARDWARE & CHEMICALS		\$110.66
Invoice 815920				
Cash Payment	E 100-43100-210 Operating Supplies	HARDWARE & CHEMICALS		\$122.36
Invoice 815920				
Transaction Date	8/18/2016	Security Bank	10100	Total \$233.02
Claim#	12796 ASPEN MILLS			

MAYER, MN

08/18/16 12:13 PM

Page 5

\*Claim Register©

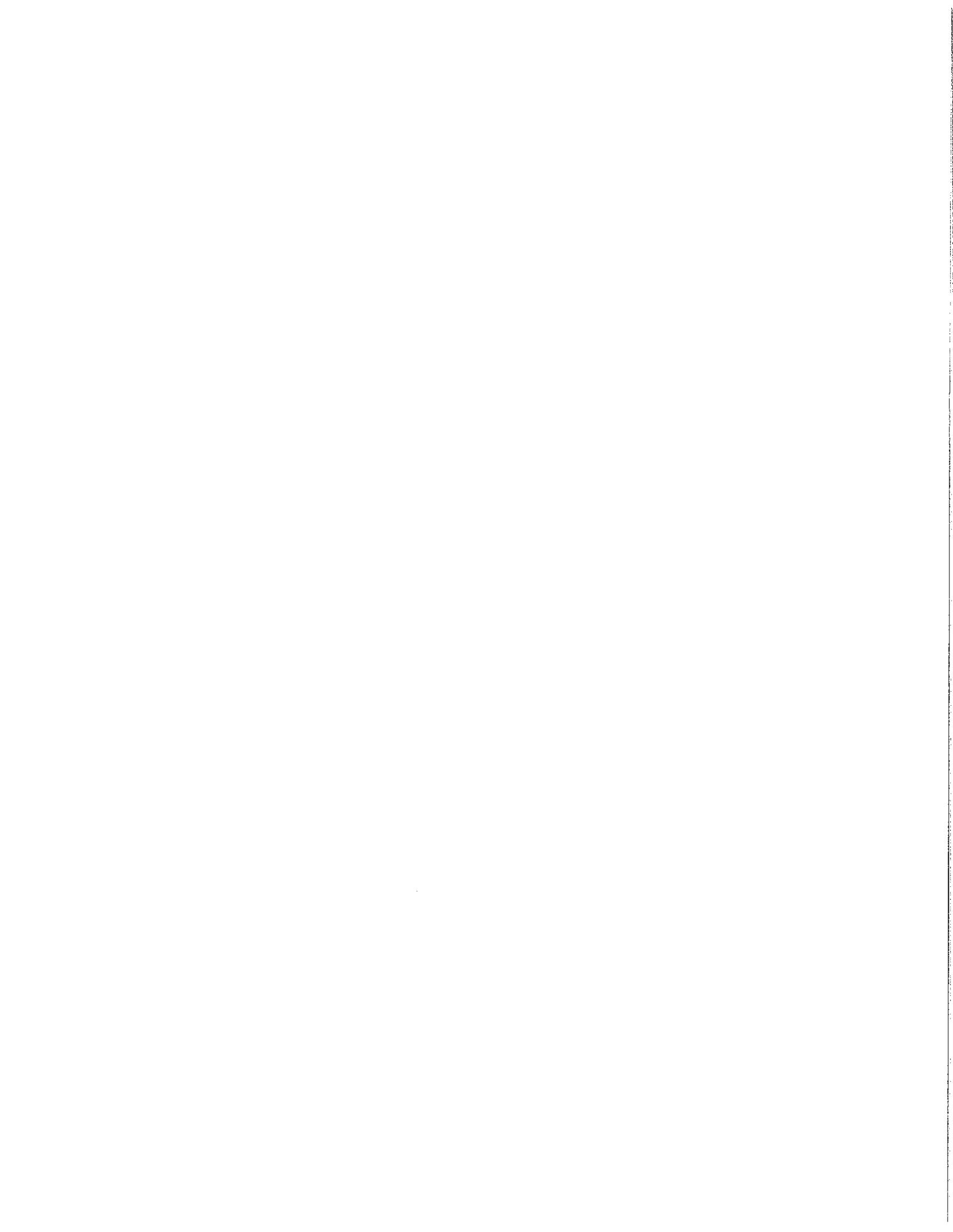
08/22/16 PAY

August 2016

Cash Payment	E 212-42200-430 Miscellaneous (GENERAL) DUTY SHIRTS/PANTS/BOOTS				\$5,155.85
	Invoice 185098				
Cash Payment	E 212-42200-430 Miscellaneous (GENERAL) DUTY SHIRT NAME TAPES				\$342.50
	Invoice 185210				
Transaction Date	8/18/2016	Security Bank	10100	<b>Total</b>	<b>\$5,498.35</b>
	<b>Claim Type</b>	<b>Direct</b>		<b>Total</b>	<b>\$35,890.59</b>

Pre-Written Checks	\$3,652.50
Checks to be Generated by the Compute	\$32,238.09
<b>Total</b>	<b>\$35,890.59</b>

COUNCIL APPROVAL -  
SIGNATURES/INITIALS \_\_\_\_\_



**CITY OF MAYER  
RESOLUTION NO. 8-22-2016-28**

**RESOLUTION APPROVING CONTRIBUTIONS**

**WHEREAS,** The City of Mayer is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and bequests for the benefit of recreational service pursuant to Minnesota Statutes Section 471.17; and

**WHEREAS,** The following persons and entities have offered to contribute the cash sums set forth below to the City:

<u>Name of Donor</u>	<u>Purpose</u>	<u>Amount</u>
Mayer Baseball Club	Rising Community Festival	\$1,500.00

**WHEREAS,** All such sums have been contributed to assist the City in the establishment and operation of recreational facilities and programs within the City's corporate limits either alone or in cooperation with others, as allowed by law; and

**WHEREAS,** The City Council hereby finds that it is appropriate to accept the contributions offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAYER, MINNESOTA, AS FOLLOWS:**

1. The contributions described above are hereby accepted by the City of Mayer and shall be used to establish and operate recreational facilities and programs within the City's corporate limits either alone or in cooperation with others, as allowed by law.
2. That the City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Mayer this 22<sup>nd</sup> day of August 2016.

\_\_\_\_\_  
Gerald W. Thomas, Mayor

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



Date: August 15, 2016

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 07/31/16

**TOWNSHIP CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>TOWNSHIP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
07/18/16	0814	Camden	Car Accident, 14480 Co Rd 32	22
07/21/16	0927	Benton	Mutual Aid Fire Cologne, 11045 Polk Ave	33

**CITY OF MAYER CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
07/01/16	1750	Medical, 1787 Sunrise Circle	7
07/02/16	1653	Standby for Watertown Fire Department	21
07/04/16	0029	Standby for Watertown Fire Department	21
07/05/16	1553	Standby for Waconia Fire Department	22
07/07/16	2234	Medical, 305 5 <sup>th</sup> St NE	15
07/21/16	2308	Medical, 1238 Meadow Pkwy	15
07/23/16	1506	Weather Watch	9
07/27/16	1213	Weather Watch	7

**FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 07/31/16**

07/11/16	Regular Meeting
07/18/16	Group Training – Ladder Training
07/21/16	Carver County Chiefs’ Meeting – Chaska
07/25/16	Training – Set up for Fire Calls



**To:** Mayor and Council Members

**From:** Kyle Kuntz

**Re:** Public Works Activities from July 21<sup>st</sup> to August 17<sup>th</sup> (2016)

### **Roads**

- Chopped weeds along road sides
- Walked through Hidden Creek 6<sup>th</sup> addition with Bolton and Menk Field Inspector
- Patched small pot holes around town and on park paths
- A-1 Striping came and sprayed the curbs on main street
- Patched area around settled catch basin in Hidden Creek
- Called in locates and installed speed limit signs on 62<sup>nd</sup> St
- Graded area around salt storage building
  - Sealed area around the base of the building

### **Parks**

- Conducted playground inspections on monthly basis
- Mowed and weed whipped all parks on a weekly basis-**Seasonal Staff**
- Emptied garbage cans on a regular basis-**Seasonal Staff**
- Graded ball fields and picked weeds around playground equipment on a weekly basis -**Seasonal Staff**
- Watered downtown flowers-**Seasonal Staff**
- Sprayed thistles
- Met with contractors about curbing in Discovery Park and park shelter in West Ridge Park
- Chopped big thistle patch in Meadow Park
- Sprayed weeds around playground equipment
- Trimmed bushes by City Sign

### **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
  - Phosphate and Nitrate
  - Lead and Copper
- Passed out samples for lead and copper to specific residents
- Filled out monthly fluoride report for July 2016
- 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
- Fixed chlorine line for reclaim backwash water

### **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
- Greased clarifier, fine screen, paddle mixer, and cyclone grit separator as necessary
- Sprayed weeds around buildings

### Lift Stations & Collection System

- Exercised generator on monthly basis
- August 9<sup>th</sup> 2016 base elbow for pump #1 at sanitary lift station #1 broke
  - Scheduled a fix for August 11<sup>th</sup>
- August 11<sup>th</sup> due to 6+” of rain City Staff had to do an emergency release
  - Contracted MN Duty officer and received assistance from Waconia Public Works thanks to MN Warn
  - Quality flow temporarily fixed pump #1 base elbow
  - Pipe Services assisted with a VAC Truck
- Gathered information and prices for lift station #1 repairs and improvements
  - Went to Hydro Engineering in Norwood to spec a bypass pump
  - Met with Quality Flow about repairs

### Miscellaneous

- Worked on organizing new building in between other public works tasks
  - Installed wash sink and eyewash
  - Washed floor in office and bathroom
  - Painted bollards-Seasonal Staff
- Gopher one locates
- Worked on July public works activities sheet
- Changed out old MXU devices for residential water meters and hung “Call City Hall” signs
- Installed MXU’s and sealed water meters for new houses
- Troubleshoot and reprogrammed problem water meter reads
- 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 training in Waconia
- Fixed storm sewer issue on West Creek Trail
  - Water flowing under culvert plugged hole
  - Added dirt and reseeded
- Order 15 yards of black dirt from Pine Products
- Checked storm sewer flows after rain event on August 10<sup>th</sup> and 11<sup>th</sup>
- Met with Carver County GIS on July 25<sup>th</sup> 2016

### Equipment

- Fueled equipment as needed
- Greased and sharpened blades on Hustler mower
- Put two new front tires on Hustler mower
- Issues with PTO switch on Hustler mower
- Fixed Hydraulic issues with Kubota RTV
- Started to put together watering tank for Kubota RTV

### Safety Concerns

- No safety concerns at this time



# BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

Phone (952) 448-8838 • Fax (952) 448-8805

www.bolton-menk.com

## MEMORANDUM

**Date:** August 16, 2016

**To:** Mayer City Council

**From:** Dave 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 June 18<sup>th</sup> and July 15<sup>th</sup>, 2016.

### Miscellaneous Engineering

During the billing period, Miscellaneous Engineering included the following:

- Providing cost estimates for roundabout landscaping
- Reviewing bids for park improvements
- Meeting with a property owner to review sewer hookup options for 62<sup>nd</sup> Street
- Reviewing grading for 2504 Riverbend Trail
- Reviewing lot surveys in Cold Water Crossing and Hidden Creek

4 hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of \$340.

### Hidden Creek 6<sup>th</sup> (Pass Thru)

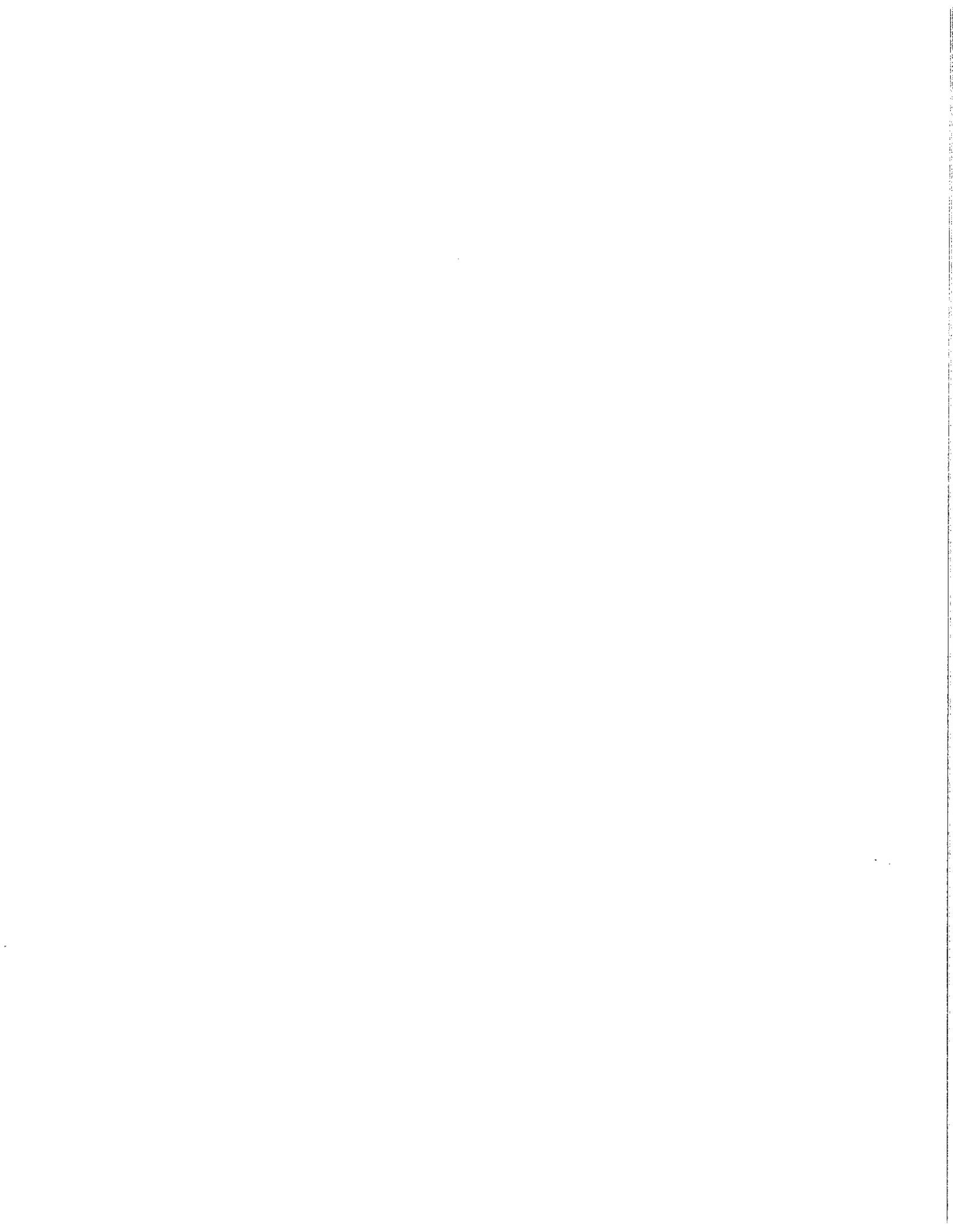
During the billing period, time was spent providing construction observation for the project. Work included aggregate base, curb and gutter, and paving. Work was also done to update the City's utility maps to account for the new improvements.

### Wetland Restoration

During the billing period, time was spent providing project management. Construction services have now exceeded the approved fee for the project. Therefore, \$144 of services were provided at no charge to the City.

### TH 25 Roundabout

Project Management time continues to be spent on the roundabout project to complete punch list items. These services are being provided to the City at no charge.





**To:** Mayor and Council Members  
**From:** Luayn Ruch-Hammond, City Administrator  
**Re:** Monthly Report  
**Date:** August 22, 2016

My Activities for the weeks of July 25 – August 19, 2016

**1. 2017 Budget**

I will be presenting the 2017 budget at the work session on Monday, August 22, 2016.

**2. Creamery**

The EDA did not have a quorum and their meeting date changed to August 30, 2016. Nick will be presenting his plans to the EDA on Tuesday, August 30, 2016. Nick will be attending the September 12, 2016 City Council meeting.

**3. Community Education Kids Company**

Watertown Mayer Community Education has moved classroom furniture, refrigerator and freezer into the Community Center. They will be holding an open house on Thursday, September 1 from 5:30 – 6:30 PM. First day of the program will be Tuesday, September 6, 2015.

**4. Conduit Financing**

The City has received the \$25,000 fee for the conduit financing that was completed in May for McKenna Crossing Senior Housing Project.

**5. Compost Site**

My deposition for the compost site lawsuit has been scheduled for August 29, 2016.

**6. Community Center Roof**

The rain event on Thursday night August 11 caused the roof to leak in the community center. Staff had janitor vacuum up water and also a claim was started with the League. The roof is still under warranty Laraway Roofing was here on August 16 and completed an inspection of the roof and caulked some areas that needed caulking. He also stated that there are areas of the brick that need the mortar between the brick needs to be replaced.

## \*Check Reconciliation©

## Security Bank

10100 CASH

June 2016

## Account Summary

Beginning Balance on 6/1/2016	\$1,574,460.28	Cleared	\$1,504,779.27
+ Receipts/Deposits	\$163,013.40	Statement	\$1,504,779.27
- Payments (Checks and Withdrawals)	\$232,694.41	Difference	\$0.00
Ending Balance as of 6/30/2016	\$1,504,779.27		

## Check Book Balance

Active	G 100-10100	GENERAL FUND	\$350,327.82
Active	G 210-10100	FIRE TRUCK FUND	\$75,446.10
Active	G 212-10100	FIRE DEPT GRANTS&CON	\$14,871.15
Active	G 215-10100	FIR DEPT FEMA GRANT	\$8,971.49
Active	G 220-10100	PARK IMPROVEMENT FUN	\$263,369.21
Active	G 222-10100	OLD SCHOOLHOUSE PAR	\$5,395.14
Active	G 225-10100	EDA	\$12,763.78
Active	G 230-10100	CITY CELEBRATION	\$0.46
Active	G 231-10100	RISING ARTISTS FESTIVA	\$0.25
Active	G 301-10100	GO W/S 2001 REVENUE B	\$0.00
Active	G 302-10100	GO W/S 2003 REVENUE B	\$0.00
Active	G 303-10100	GO IMPROVEMENT BOND	\$0.00
Active	G 304-10100	GO WATER/SEWER BOND	\$0.00
Active	G 325-10100	HWY 25/2007 ST BOND	\$274,238.76
Active	G 330-10100	DEBT SERVICE FOR 2007	\$0.00
Active	G 350-10100	2015 FIRE TRUCK BOND	\$27,592.26
Active	G 360-10100	SPECIAL ASSESSMENTS	\$0.00
Active	G 361-10100	2007A REFUNDING	\$0.00
Active	G 400-10100	70TH STREET IMPROV FU	\$40,854.13
Active	G 405-10100	STREET IMPROVEMENT F	\$5,826.71
Active	G 410-10100	COMM CTR CAPITOL OUT	\$10,390.99
Active	G 425-10100	HWY 25 PROJECT 2006	\$0.16
Active	G 430-10100	2007 STREET CONST PRO	\$0.38
Active	G 435-10100	CAPITAL PROJECTS	\$663,271.32
Active	G 440-10100	ROUNABOUT PROJECT	\$14,503.55
Active	G 460-10100	W RIDGE RD/7TH ST CAP I	\$0.00
Active	G 620-10100	WATER FUND	\$888,654.39
Active	G 640-10100	SEWER FUND	\$1,444,941.22
Active	G 650-10100	STORM WATER FUND	\$37,760.29
Active	G 700-10100	INVESTMENT FUND	-\$2,744,164.92
Active	G 800-10100	ESCROW FUND	\$39,796.31
		Cash Balance	\$1,434,810.95

**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	August 22 <sup>nd</sup> 2016					
<b>Item Name:</b>	Sanitary Lift Station #1 Repairs/Improvements					
<b>Originating Department:</b>	Public Works					
<b>Presented by:</b>	Kyle Kuntz					
<b>Previous Council Action (if any):</b>						
<b>Item Type (X only one):</b>	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	

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

A motion approving the purchase of the repairs and improvements needed for sanitary lift station #1

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

During the last significant rain event on August 10<sup>th</sup> sanitary lift station #1 experienced significant issues. On August 9<sup>th</sup> the base elbow for pump #1 broke away from the foundation at the bottom of the wet well causing pump #1 to be inoperable. The soonest City Staff could schedule the repair to the elbow was Thursday, August 11<sup>th</sup>. Due to the large amount of rain and lack of pumping capabilities the lift station became surcharged forcing City Staff to do an emergency release.

Also, during the rain event on August 10<sup>th</sup>-11<sup>th</sup> pump #2 starting pumping inefficiently due to a large piece of PVC that was caught in the pump impeller. This caused the pumps seals to fail resulting in poor performance overall.

Staff is recommending the following improvements and repairs:

1. Fix the broken elbow and angled force main inside the wet well
2. Repair pump #2 seals and bearings
3. The guide rail system for both pumps be up graded to a pipe system (instead of a wire system)
4. Purchase a new KSB Pump for pump #2 so we can have one pump on hand as a spare
5. Install a bypass valve on the force main as an emergency backup and maintenance tool
6. Purchase a pump capable of being able to by-pass the lift station in an emergency situation and for general maintenance. The pump will be a very reliable tool and should eliminate any future need to do an emergency release. (Due to the depth of the lift station the City needs a specific type of pump that will have enough power to handle the incoming flow, as well as enough power to discharge it through the force main to the wastewater treatment plant.)

Overall costs:

- Fix broken elbow, angled force main, new guide rail system, and install bypass valve to force main
  - **\$11,840.00**
- Purchase new "KSB" pump
  - **\$13,790.00**
- Repair Pump #2 seals and bearings
  - **\$3,100.00**
- Purchase 6" pump for emergency situations and other pumping tasks
  - **\$24,800.00**

In the last three years this is the second time City Staff has had to do an emergency release on this sanitary lift station due to the amount of inflow & infiltration coming in. It is important that we come up with a solution now to prevent having to do another emergency release in the future.

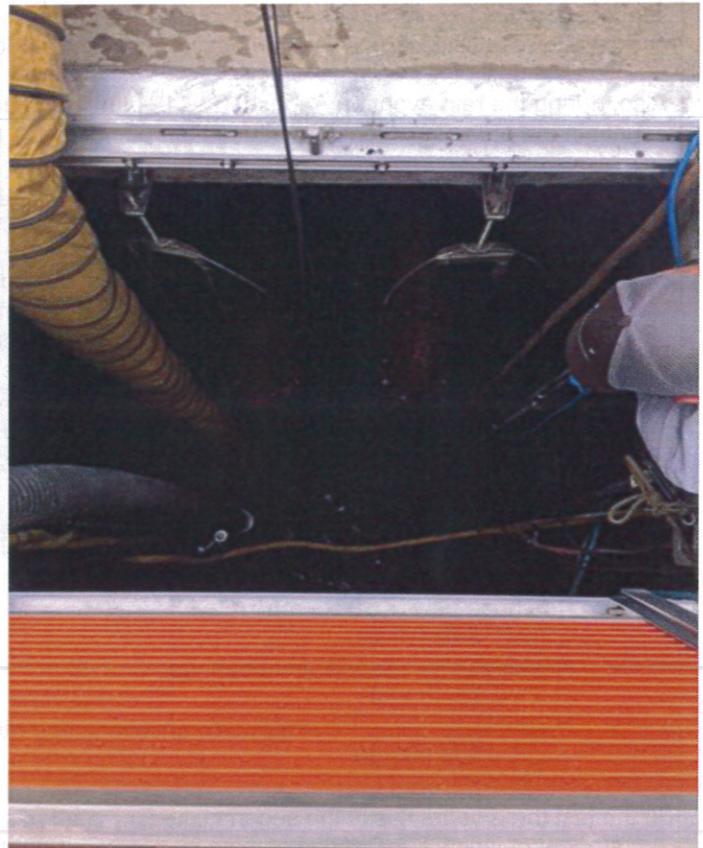
All of the City's wastewater flows to this lift station and from there it is pumped to the wastewater treatment plant. It is a poor design overall, because it causes all of our eggs to be in one basket. So, it is absolutely critical that this lift station operates at its highest potential 24/7 365 days a year. Staff would also recommend that before any future development takes place we look at adding another sanitary lift station to avoid putting an even heavier load on Sanitary Lift Station #1.

**FINANCIAL IMPLICATIONS:**

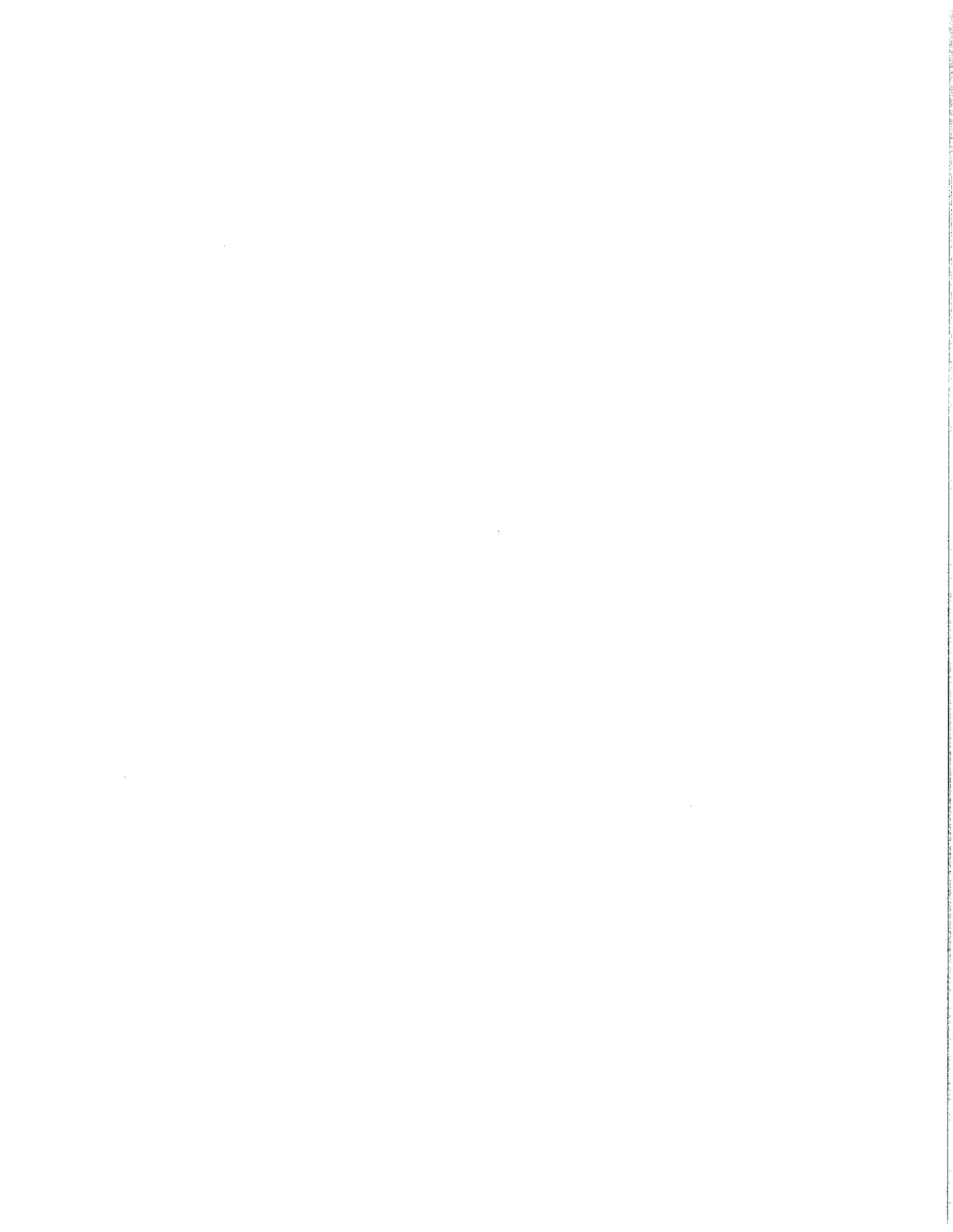
**ADVISORY BOARD RECOMMENDATIONS:**

<b>Funding Sources &amp; Uses: Sewer Fund</b> <b>Inflow/Infiltration: \$11,606.63</b> <b>Hidden Creek 6<sup>th</sup> Area Fees</b> <b>Lift Station Capital Outlay</b>				
Budget Information:				
_____	Budgeted			
_____	Non Budgeted			
_____	Amendment Required	Other _____		
<b>Approved</b> _____	<b>Denied</b> _____	<b>Tabled</b> _____	<b>Other</b> _____	
<b>Resolution No.</b> _____		<b>Ordinance No.</b> _____		

**Photo's/Diagrams**







# QUALITY FLOW SYSTEMS, INC.

800 6<sup>th</sup> Street NW  
New Prague, MN 56071

Phone(952)758-9445  
Fax(952)758-9661

August 15, 2016

TO: City of Mayer  
Subject: Lift Station Remodel & Emergency Pump

Dear Lenny;

Please find below our proposal to furnish and install a new guide pipe system and by-pass fitting. We are also providing pricing on a diesel driven trash pump for future emergency by-pass pumping and a spare lift station pump for your consideration.

## Item 1 - Pipe Repair and Guide System Replacement:

- Two (2) "KSB" Guide systems to include the following:
- Upper bracket; WoWi guide pipe
  - Stainless steel upper guide pipe brackets; WoWi
  - 2" stainless steel guide pipe
  - WoWi guide claw
  - 4" X 6" base elbow (WoWi)
  - 2" X 6" intermediate bracket (WoWi)
  - 6" FCA
  - Flange accessory kit - 6"
  - WoWi guide claw
  - 6" X 8" X 8" tee and installation into the forcemain for bypass pumping
  - 6" gate valve with 6" nipple and Cam fitting (for bypass hose connection)
- One (1) Labor to install, start-up and training

**Item 1 - Total Installed Price - - \$11,840.00**

## Item 2 - Pipe Diesel Driven 6" Trailer Mounted Pump (Emergency By-pass Pumping):

- One (1) "Barnes" Model SH6-R/N-4TNV98C, 6" diesel driven trash pump capable of pumping 1100 gpm. To include:
- Yanmar 4 cyl. Diesel engine (tier 4)
  - 3" solids passing
  - Trailer
  - Battery
  - Qty. 2 - 6" X 25' suction hose
  - Qty. 3 - 6" X 50' discharge hose

**Item 2 Total Delivered Sell Price - - \$24,800.00**

## Item 3 - Spare "KSB" Pump:

- One (1) "KSB" Model KRT K100-316/164X (265), 20hp, 460/3 replacement pump identical to the units installed. To include:
- 50' of power cord
  - Lifting handle
  - WoWi guide claw
- One (1) Delivery service.

**Item 3 - Total Delivered Sell Price - - \$13,790.00**

If you have any questions please let me know.

Thanks

*Jim Pettit*

Jim Pettit

# Quality Flow Systems, Inc.

800 – 6<sup>th</sup> Street NWPH: 952-758 – 9445

New Prague, MN 56071 Fax: 952-758-9661

To: City Of Mayer

Date: August 15, 2016

Attn: Kyle

**From:** Jim Pettit

Kyle

We are pleased to quote you on the repair of your pump to include the following

Upper and lower seal

Upper and lower bearing

O-ring kit

Lot of shop labor

Field labor to pull pump for repair and for installation of repaired pump

Price for above work.....\$3,100.00

If more repairs are needed we would contact the city for the ok to repair before any additional repairs are done.

If you have any questions or need further information please give me a call

Thank You

Quality Flow Systems

Jim Pettit



Mayer City Council  
Staff Report  
August 17, 2016

### Hidden Creek 7th Addition Preliminary Plat & Final Plat

#### APPLICATION DATA

**Meeting Date:** August 22, 2016

**Applicant:** Paxmar, LLC - Don Jensen

**Owner:** Hidden Creek 1, LLC - Alan Roessler

**Address/Location:** The southwest corner of the Hidden Creek development along the north side of 70th Street North.

**Legal Description:** Outlots A, B, C & D, Hidden Creek 6th Addition.

#### BACKGROUND DATA

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

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

Since that time Hidden Creek 1, LLC has purchased the property, preliminary platted the 6th and 7th additions and final platted the 6th addition. At this time the 6th addition is under construction. During the approval of the 6th addition at the end of 2015 the minimum lot standards were approved to be less than the requirements of the R-1 Low Density Residential District which are 10,000 square foot minimum lot size and 85 feet wide. This matched the original approval of Hidden Creek and therefore the property was zoned from R-1 to Planned Residential Development (PRD). Staff did support the PRD to reduce the minimum lot width to 75 feet since that matched the majority of the Hidden Creek Development. All lot sizes also met the minimum lot size standard of the R-1 district.

The approved preliminary plat for the 7th Addition consists of 36 lots. The applicant submitted a request in June for a 38 lot plat that reduced the minimum lot width and lot size under the approved PRD for the development. This request was denied by the Planning Commission and City Council and now the applicant is requesting a new 38 lot plat where all the lot widths and sizes meet the PRD requirements. Since the plat increases the lot count from 36 to 38 a new preliminary plat is needed along with the final plat but since the lots meet the PRD requirements, no PRD amendment is needed.

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

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

At the August 16, 2016 Planning Commission meeting the Planning Commission voted 6-0 to approve the preliminary plat and 6-0 to approve the final plat. At this time the City Council will only be acting on the preliminary plat and if the preliminary plat is approved, staff will prepare the development agreement for Hidden Creek 7th Addition to be approved with the final plat most likely at the September 12, 2016 meeting.

**Future Land Use**

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

**Zoning**

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

Minimum lot size:	10,000 square feet
Minimum lot width:	75 feet
Maximum density:	3 units per acre
Front yard setback:	30 feet
Side yard setback:	10 feet
Rear yard setback:	30 feet
Maximum height:	30 feet
Lot coverage:	35%

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

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

**Comments**

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

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

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

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

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

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

**Outlot C Access:** A twenty foot access easement from Pinecone Lane to Outlot B, Hidden Creek 7th Addition should have been dedicated in favor of the City in the plat of Hidden Creek 6th Addition. The easement is for access and maintenance for the storm water management pond located in the outlot. This area shall consist of a grass path that is to be provided by the

applicant. If the easement has not been previously dedicated it will be required with this plat.

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

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

**City Engineer Review:** The City Engineer reviewed the preliminary plat and final plat in relation to the grading plan, utility plan, stormwater management, etc. and comments were supplied in letter dated June 23, 2016 with the previous submittal. These comments apply to the new development as well and will need to be addressed and satisfied prior to City Council approval of the final plat. The includes the final construction plan review as well. The comments are attached to this memo.

**Watershed Review:** The plans have been submitted to the Carver County Water Management Organization for review and will need to be approved as a condition of approval.

**Association:** The applicant does not plan to create an association but has submitted covenants for review. These covenants are the essentially the same covenants that were used in the previous phases of Hidden Creek and it is at the discretion of the applicant whether they want to record additional covenants against the lots or create an association.

**Mailboxes:** The applicant will place clusters of mailboxes throughout the development as required by the post office. Individual mailboxes are no longer allowed in new residential developments per the post office.

**Development Agreement:** As part of the final plat approval, a development agreement will need to be signed and recorded. The development agreement will be included with the packet and should be approved by the City Council as part of the final plat approval for Hidden Creek 7th Addition.

## **CONDITIONS**

### Preliminary Plat

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

1. Engineer's Comments. The preliminary plat shall satisfactorily address all comments in a letter dated June 23, 2016 as provided by the City Engineer.
2. Park Dedication. There shall be no required park dedication with this plat.
3. Sidewalks. The applicant shall construct five foot wide concrete sidewalks along the north/east side of Hidden Trail.
4. Outlot Dedication. Outlots A, B & C, Hidden Creek 7th Addition shall be deeded to the City when the final plat is recorded.
5. Required Landscaping. Each lot shall have two over-story trees per street frontage, located in the front yard, and when required, the side-street yard.

6. 70th Street North Improvements. That section of 70th Street North adjacent to the plat must be paved to City specs and standards at the expense of the applicant. If the applicant does not pave all of 70th Street North with this plat, a per lot fee shall be collected at the time of the building permit for each lot in Hidden Creek 7th Addition.
7. Final Plat Submittal. Upon approval of the preliminary plat by the City Council, the applicant shall submit the final plat within one year after said approval, or the preliminary plat shall be considered void.
8. Phasing. The applicant shall provide an estimated time schedule for the phasing of the development. The preliminary plat for future phases shall be valid for a period of two years. Prior to the expiration of the preliminary plat approval, applicant may request an extension for a period of one year.
9. Development Agreement. A developers agreement, with all conditions, expectations and financing requirements, shall be executed prior to final plat approval by the City Council.

#### **CITY COUNCIL ACTION REQUIRED**

After review and discussion by the members of the City Council, a motion is in order to approve, deny or to table the preliminary plat. The final plat will be brought before the City Council on a later date if the preliminary plat is approved.

#### Possible action items - Preliminary Plat

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

If you have any questions relating to the preliminary plat 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 Hidden Creek 7th Addition dated 7-25-16
- Exhibit C – Final Plat of Hidden Creek 7th Addition Page 1
- Exhibit D – Final Plat of Hidden Creek 7th Addition Page 2
- Exhibit E – Engineering Comments Dated June 23, 2016

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: 7/6/2016

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

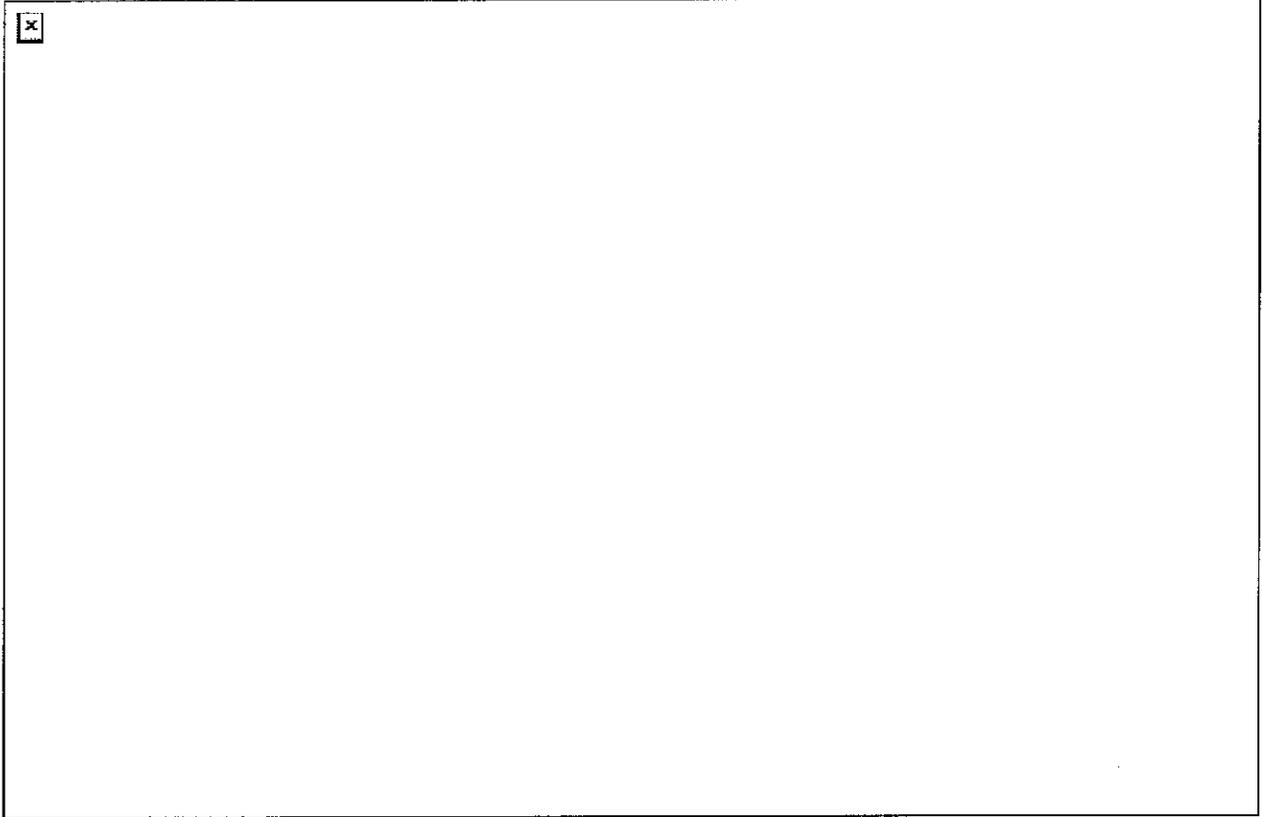
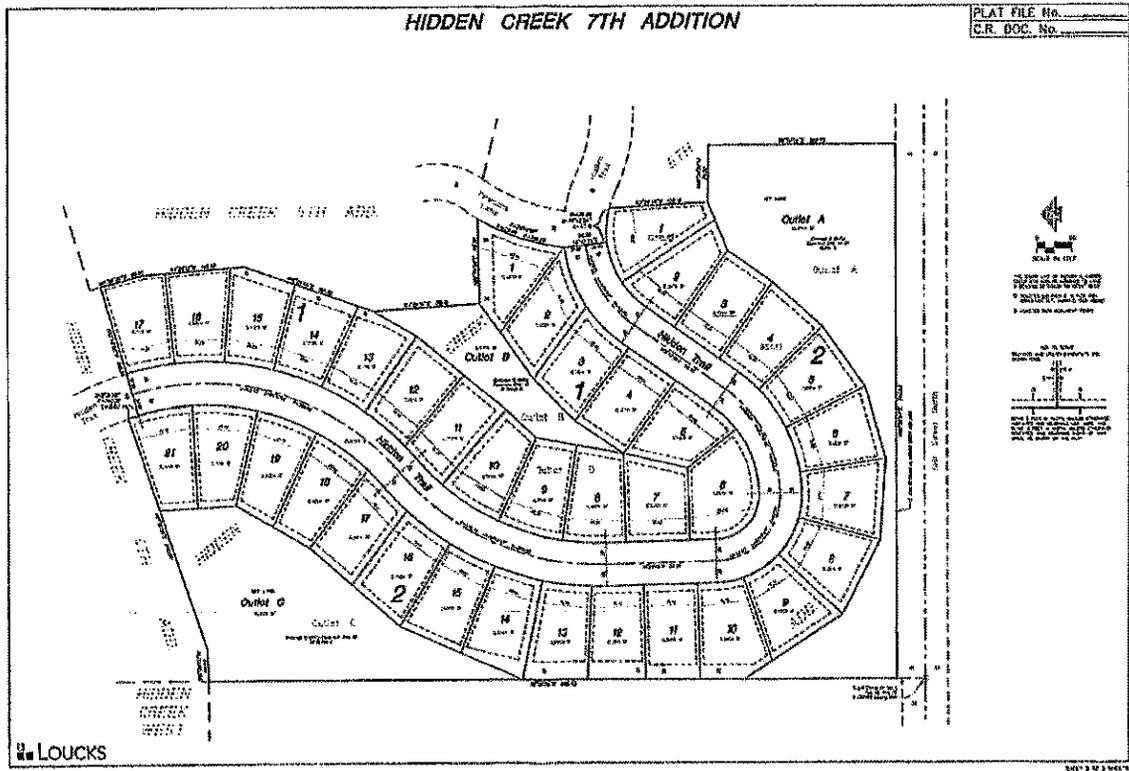




Exhibit D – Final Plat of Hidden Creek 7th Addition Page 2





## BOLTON & MENK, INC.

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

Phone (952) 448-8838 • Fax (952) 448-8805

www.bolton-menk.com

June 23, 2016

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

RE: Hidden Creek 7<sup>th</sup> Addition  
Engineering Review #1

Dear Luayn:

We have completed review of the plans submitted for Hidden Creek 7<sup>th</sup> Addition and offer the following comments for your consideration:

1. A Turf Restoration Plan should be submitted for review. The plan should indicated seed mixes and application rates, mulch types and application rates, and fertilizer types and application rates or sod for general disturbed green areas and wetland buffers. The extent of various seeding / sodding areas should be indicated on the plan.
2. Perimeter erosion control measures (silt fence, rock construction entrance, etc.) should be installed or repaired down gradient from proposed improvements. Redundant controls must be installed adjacent to wetlands and ponds. Measures should be installed by the Contractor and inspected by the City prior to any work. Contractor must provide a minimum 24 hour notice prior to inspection.
3. The SWPPP currently does not list the Crow River as impaired. The South Fork of the Crow River is impaired for Chloride, Fecal Coli Form, Fish Bloassessments, and Turbidity. Plans should be revised accordingly.
4. The emergency overflow (EOI<sup>2</sup>) located at the rear of Lot 14, Block 1 does not provide sufficient freeboard for the low opening of Lot 11, Block 1. The grading should be revised to provide a minimum 1' separation between the EOI<sup>2</sup> and low opening for all lots.
5. The applicant should consider using RC pipe between CBMH 6 and PES 7. The pipe end is connected to a pond, and HDPE pipe is highly susceptible to floating. Fluctuation of the pond elevation during rainfall events could result in the pipe being bent upward.
6. Gate valve and hydrant locations should be reviewed by the Fire Chief prior to final approval.
7. The applicant will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting. A copy of any approvals or permits required should be submitted conditional to final approval.
8. The applicant will be required to obtain a NPDES permit for proposed improvements. A copy of the NPDES permit should be submitted prior to any land disturbing activities.
9. The applicant will be required to submit a Maintenance Agreement for all stormwater management structures and facilities. The agreement should define maintenance responsibilities following completion of project, specify types and frequencies of inspection and maintenance activities, and designate who will conduct inspection and maintenance activities.

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Hidden Creek 7<sup>th</sup> Addition  
June 23, 2016  
Page 2

10. Record drawings must be submitted upon completion of the project. As-built survey shots on ponds must be obtained after construction sediment is removed and side slopes re-dressed.

Please let me know if you have questions or need additional information

Sincerely,  
BOLTON & MENK, INC.

A handwritten signature in black ink that reads "David P. Martini".

David P. Martini, P.E.  
Principal Engineer

**CITY OF MAYER  
CITY COUNCIL RESOLUTION 8-22-2016-29**

**A RESOLUTION APPROVING A 38 LOT PRELIMINARY PLAT KNOW AS HIDDEN CREEK 7TH ADDITION**

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

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

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

WHEREAS, a notice of public hearing for the preliminary plat for Hidden Creek 7th Addition was published in the *Herald Journal*, setting the hearing before the Planning Commission on August 16, 2016 at 6:30 pm or as soon thereafter as possible at 413 Bluejay Avenue to consider the request and hear testimony from all interested persons wishing to speak; and,

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

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

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

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

- A. The legal description of the subject property is: Outlots A, B, C and D, Hidden Creek 6th Addition.
- B. The Planning report dated August 17, 2016 shall be the governing document.
- C. The Aerial Location Map is attached as Exhibit A.
- D. The Preliminary Plat of Hidden Creek 7th Addition is attached as Exhibit B.
- E. The Final Plat page 1 of Hidden Creek 7th Addition is attached as Exhibit C.
- F. The Final Plat page 2 of Hidden Creek 7th Addition is attached as Exhibit D.
- G. The Engineering Comments dated June 23, 2016 are attached as Exhibit E.

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

- 1. Engineer's Comments. The preliminary plat shall satisfactorily address all comments in a letter dated June 23, 2016 as provided by the City Engineer.
- 2. Park Dedication. There shall be no required park dedication with this plat.
- 3. Sidewalks. The applicant shall construct five foot wide concrete sidewalks along the north/east side of Hidden Trail.

4. Outlot Dedication. Outlots A, B & C, Hidden Creek 7th Addition shall be deeded to the City when the final plat is recorded.
5. Required Landscaping. Each lot shall have two over-story trees per street frontage, located in the front yard, and when required, the side-street yard.
6. 70th Street North Improvements. That section of 70th Street North adjacent to the plat must be paved to City specs and standards at the expense of the applicant. If the applicant does not pave all of 70th Street North with this plat, a per lot fee shall be collected at the time of the building permit for each lot in Hidden Creek 7th Addition.
7. Final Plat Submittal. Upon approval of the preliminary plat by the City Council, the applicant shall submit the final plat within one year after said approval, or the preliminary plat shall be considered void.
8. Phasing. The applicant shall provide an estimated time schedule for the phasing of the development. The preliminary plat for future phases shall be valid for a period of two years. Prior to the expiration of the preliminary plat approval, applicant may request an extension for a period of one year.
9. Development Agreement. A developers agreement, with all conditions, expectations and financing requirements, shall be executed prior to final plat approval by the City Council.

Adopted by the Mayer City Council this 22nd day of August, 2016.

\_\_\_\_\_  
Mayor Gerry Thomas

Attest:

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

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Published:

Filed with Carver County:

Attachments:

Exhibit A – Aerial Location Map

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

Exhibit C – Final Plat of Hidden Creek 7th Addition Page 1

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

Exhibit E – Engineering Comments Dated June 23, 2016

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: 7/6/2016

Exhibit B – Preliminary Plat of Hidden Creek 7th Addition Dated July 25, 2016

Preliminary Plat: HIDDEN CREEK 7TH ADDITION

PRELIMINARY PLAT GENERAL NOTES

**LEGAL DESCRIPTION:**  
 Block A, B, C and D, HIDDEN CREEK 6TH ADDITION,  
 Crown County, Missouri.

**DATE OF PREPARATION:**  
 7/25/16

**CONTROR CASE:**  
 The owner acknowledges their liability in making of 1/2" and 3/4" contours. It is further stated that the owner has no objection to the use of the plat for the purpose of recording the same.

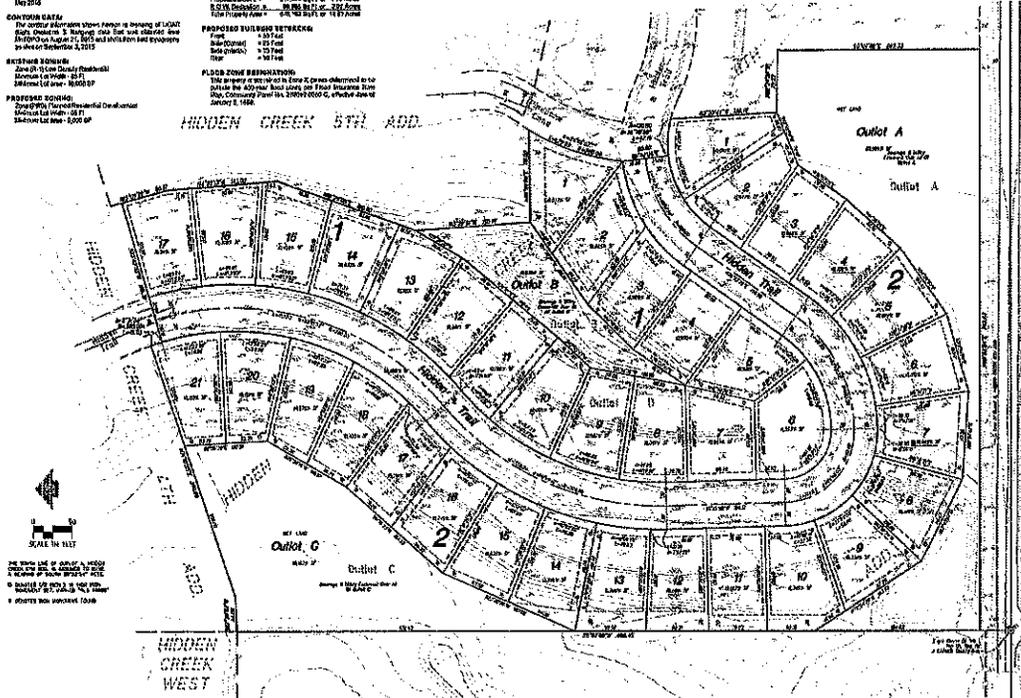
**RECORD NUMBER:**  
 Zone 01 (See County Records)  
 Missouri Law 481.011  
 Missouri Law 481.012

**PROPOSED ROAD:**  
 Zone 01 (See County Records)  
 Missouri Law 481.011  
 Missouri Law 481.012

**AREAS:**  
 Proposed Outlets = 1420 Sq Ft or 1.04 Acre  
 Proposed Outlets = 2070 Sq Ft or 1.50 Acre  
 Proposed Outlets = 8150 Sq Ft or 5.94 Acre  
 Proposed Outlets = 11200 Sq Ft or 8.12 Acre  
 Proposed Outlets = 21200 Sq Ft or 15.44 Acre  
 Proposed Outlets = 40000 Sq Ft or 29.15 Acre  
 Total Proposed Area = 81450 Sq Ft or 5.94 Acre

**PROPOSED BUILDING SETBACKS:**  
 Front = 10 Feet  
 Side = 5 Feet  
 Rear = 10 Feet

**FLOOD ZONE DESIGNATION:**  
 This property is not subject to Flood X (Special Flood Hazard Area) as shown on the Flood Insurance Rate Map, Community Flood Map, 1700010000 C, effective January 2, 1985.



HIDDEN CREEK 7TH ADDITION

LOUCKS

LOUCKS & ASSOCIATES  
 SURVEYORS & ENGINEERS  
 1000 N. GARDNER ST.  
 SUITE 100  
 OMAHA, NE 68102  
 (402) 442-1111  
 WWW.LOUCKS.COM

PLAT OF THE HIDDEN CREEK 7TH ADDITION  
 PREPARED BY LOUCKS & ASSOCIATES  
 DATE: 7/25/16

LOUCKS & ASSOCIATES  
 SURVEYORS & ENGINEERS  
 1000 N. GARDNER ST.  
 SUITE 100  
 OMAHA, NE 68102  
 (402) 442-1111  
 WWW.LOUCKS.COM



PRELIMINARY PLAT  
 1 of 1

Exhibit C -- Final Plat of Hidden Creek 7th Addition Page 1

**HIDDEN CREEK 7TH ADDITION**

PLAT FILE No. \_\_\_\_\_  
C.R. DOC. No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That HCL, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Crow, State of Minnesota, to wit:

**OWNER: HCL, LLC, HIDDEN CREEK 7TH ADDITION**

has caused this deed to be prepared and filed as an ESD/PLAT OF HIDDEN CREEK 7TH ADDITION and does hereby declare to the public for public use herein the public use and the construction to be made and to be kept in accordance with the plat.

In witness whereof said HCL, LLC, a Minnesota limited liability company, has caused this deed to be signed by its proper officer on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

HCL, LLC

\_\_\_\_\_  
John W. Buehler, President

State of Minnesota  
County of \_\_\_\_\_

This foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by John W. Buehler, President of HCL, LLC, a Minnesota limited liability company, on behalf of its company.

Kerry A. Hill, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

**SURVEYORS CERTIFICATION**

I, Mark L. Barkowski, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all monuments used and shown are correctly designated on the plat; that all monuments shown are placed here shown, or will be correctly set within one year; that all natural landmarks and well known points used by Minnesota Surveyors, Section 26A.01, SUB 3, are of the same character as are shown and identified on this plat, and all public ways are shown and labeled on this plat.

Dated on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Mark L. Barkowski, Licensed Land Surveyor  
Minnesota License No. 15994

State of Minnesota  
County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Mark L. Barkowski, a Licensed Land Surveyor.

\_\_\_\_\_  
Kerry A. Hill

Kerry A. Hill, \_\_\_\_\_ County, Minnesota  
My Commission Expires January 23, 201\_\_

**NOTICE**

This plat of HIDDEN CREEK 7TH ADDITION was approved and accepted by the City Council of the City of Mound, Minnesota, at a public meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, and to be complete with the recording of this plat in the Office of the County Recorder, Crow County, Minnesota, in accordance with the provisions of Chapter 315, Minnesota laws of 1971, the plat has been approved on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY COUNCIL OF THE CITY OF MOUND, MINNESOTA

By \_\_\_\_\_ Mayor  
\_\_\_\_\_ Clerk

COUNTY SURVEYOR, Crow County, Minnesota

Pursuant to Chapter 315, Minnesota laws of 1971, the plat has been approved on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By \_\_\_\_\_  
John E. Finney, Crow County Surveyor

COUNTY AUDITOR/TREASURER, Crow County, Minnesota

I hereby certify that taxes payable on \_\_\_\_\_ and prior years have been paid for land described on this plat. Dated on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By \_\_\_\_\_  
Laura Dorn, County Auditor/Treasurer

COUNTY RECORDER, Crow County, Minnesota

I hereby certify that this plat of HIDDEN CREEK 7TH ADDITION was filed on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M. in the Office of the \_\_\_\_\_.

By \_\_\_\_\_  
John E. Finney, County Recorder

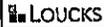
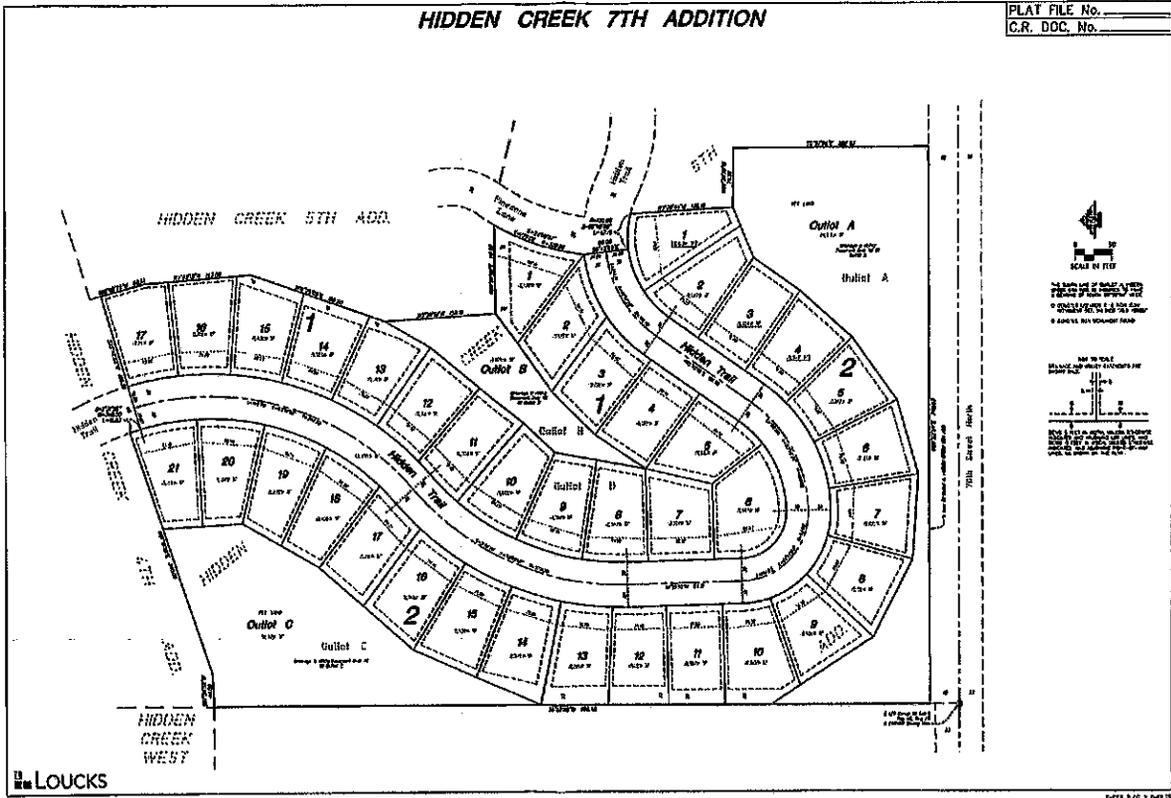


Exhibit D – Final Plat of Hidden Creek 7th Addition Page 2





## BOLTON & MENK, INC.

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

Phone (952) 448-8838 • Fax (952) 448-8806

www.bolton-menk.com

June 23, 2016

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

RE: Hidden Creek 7<sup>th</sup> Addition  
Engineering Review #1

Dear Luayn:

We have completed review of the plans submitted for Hidden Creek 7<sup>th</sup> Addition and offer the following comments for your consideration:

1. A Turf Restoration Plan should be submitted for review. The plan should indicate seed mixes and application rates, mulch types and application rates, and fertilizer types and application rates or sod for general disturbed green areas and wetland buffers. The extent of various seeding / sodding areas should be indicated on the plan.
2. Perimeter erosion control measures (silt fence, rock construction entrance, etc.) should be installed or repaired down gradient from proposed improvements. Redundant controls must be installed adjacent to wetlands and ponds. Measures should be installed by the Contractor and inspected by the City prior to any work. Contractor must provide a minimum 24 hour notice prior to inspection.
3. The SWPPP currently does not list the Crow River as impaired. The South Fork of the Crow River is impaired for Chloride, Fecal Coli Form, Fish Bioassessments, and Turbidity. Plans should be revised accordingly.
4. The emergency overflow (EOF) located at the rear of Lot 14, Block 1 does not provide sufficient freeboard for the low opening of Lot 11, Block 1. The grading should be revised to provide a minimum 1' separation between the EOF and low opening for all lots.
5. The applicant should consider using RC pipe between CBMH 6 and MES 7. The pipe end is connected to a pond, and HDPE pipe is highly susceptible to floating. Fluctuation of the pond elevation during rainfall events could result in the pipe being bent upward.
6. Gate valve and hydrant locations should be reviewed by the Fire Chief prior to final approval.
7. The applicant will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting. A copy of any approvals or permits required should be submitted conditional to final approval.
8. The applicant will be required to obtain a NPDES permit for proposed improvements. A copy of the NPDES permit should be submitted prior to any land disturbing activities.
9. The applicant will be required to submit a Maintenance Agreement for all stormwater management structures and facilities. The agreement should define maintenance responsibilities following completion of project, specify types and frequencies of inspection and maintenance activities, and designate who will conduct inspection and maintenance activities.

*DESIGNING FOR A BETTER TOMORROW*  
Bolton & Menk is an equal opportunity employer



Hidden Creek 7<sup>th</sup> Addition  
June 23, 2016  
Page 2

10. Record drawings must be submitted upon completion of the project. As-built survey shots on ponds must be obtained after construction sediment is removed and side slopes re-dressed.

Please let me know if you have questions or need additional information

Sincerely,  
BOLTON & MENK, INC.

David P. Martini, P.E.  
Principal Engineer



Mayer City Council  
 Staff Report  
 August 17, 2016

**Carver County Veterans Memorial Site Plan Review**

**APPLICATION DATA**

**Meeting Date:** August 22, 2016  
**Applicant:** Stan Heldt  
**Owner:** Carver County Regional Rail Authority - Marty Walsh  
**Parcel Id Number:** 50.90000.30, 50.90000.60 & 50.99902.00

**ACTION REQUESTED**

To recommend to the City Council to approve, deny or to table a site plan review for the Carver County Veterans Memorial to be located just south of the Dakota Rail Regional Trail and west of State Highway 25 (Ash Avenue).

**BACKGROUND DATA**

**Future Land Use**

**Classification:** The property is designated Existing MUSA Infill/Redevelopment on the future land use map and the proposed use is allowed under this designation.

**Zoning**

**Classification:** The property is zoned (P/I) Public/Institutional District. The following list shows the required and proposed or existing minimum setback requirements for structures within the C/I District.

	<u>Requirement</u>	<u>Proposed/Existing</u>
Front yard setback:	30 feet	Exceeds Thirty feet
Rear yard setback:	30 feet	Exceeds Thirty feet
Side yard setback:	30 feet	Exceeds Thirty feet
Lot coverage:	50%	Less than 50%
Height:	40 feet	Less than 40 feet

**Comments**

**Received:** No comments from the public have been received as of the date of the this memo.

**Background:**

Plans have been submitted to construct a monument, paved walkways and eleven lot off-street parking lot. The location of the proposed monument will be in the corner of 1st Street (County Road 30) and Ash Avenue South (State Highway 25) to the south of the parking area and regional trail. It will be located on property owned by the Carver County Regional Rail Authority. This site was previously reviewed by the Planning Commission in a draft form and now detailed plans have been submitted. These plans have been adjusted from the original drawings with access coming from State Highway 25. The monument itself has also been revised and there is no proposed landscaping when previously there was.

Due to the nature of this submittal a site plan review is required under Section 152.031 of the zoning ordinance. Site plan review requires the following submittal requirements.

- (1) *Boundary survey of parcel including identification of all monuments.*
- (2) *Scaled location of all buildings, structures, driveways, sidewalks, trails, parking stalls, and curbing.*
- (3) *Scaled identification of all setback dimensions from property lines.*
- (4) *Scaled locations of all existing and proposed utilities and easements.*
- (5) *Scaled depictions of floor plans for each story.*
- (6) *Scaled depictions of each building elevation and descriptions of exterior building materials and color schemes.*
- (7) *Scaled site grading plans, including erosion and sedimentation control mechanisms and procedures.*
- (8) *Scaled delineations of any shoreland, floodplain, or wetland areas on the site.*
- (9) *Identification of any floodplain or wetland encroachments and detailed mitigation plans.*
- (10) *Detailed landscape plans, illustrating size, types, and locations of all materials, a description of site seeding or sodding, a description of the timetable for site landscaping, and the identification of any irrigation systems.*
- (11) *Detailed descriptions of any site fencing, including type, location and height.*
- (12) *All plans shall be dated and shall bear the name(s) of the preparer(s), including professional registrations or certifications when appropriate or required.*

The City zoning officer may find that certain characteristics of the application make it unnecessary for the applicant to submit all of the information for an application required above. In such cases, the zoning officer may waive, modify or reduce some of the requirements if it is also found that the absence of such information will not inhibit the City's ability to evaluate the compliance of the proposed site development with the standards of this chapter and any other requirements of the Code of Ordinances of the City of Mayer.

The property itself is owned by the Carver County Regional Rail Authority and prior to issuance of a building permit the applicant shall provide legal documentation that gives consent from Carver County for the memorial to be constructed. Most likely this will be in the form of a lease. Prior to giving this consent the County will require approval from Mn/DOT as well.

At the August 16, 2016 Planning Commission meeting, the Planning Commission voted 6-0 to recommend approval of the site plan with the attached conditions.

**Off-Street  
Parking:**

A new off-street parking lot is being proposed with access to State Highway 25 (Ash Avenue). This parking lot will consist of eleven parking spaces, one of which will be handicapped. The parking spaces are proposed to be nine feet wide by twenty feet deep. Residential off-street parking stalls are required to be ten feet wide, however there are not specific requirements for public use off-street parking stalls. The driveway access is proposed to be twenty-four feet wide and the drive lane is proposed to be twenty-six feet wide, which both meet City requirements.

**Mn/DOT Review:** The plans have been forwarded to Mn/DOT for review and any access related questions will be directed to Mn/DOT. The applicant shall be responsible for obtaining any permits that are required by Mn/DOT prior to release of the building permit by the City. A memo from Mn/DOT dated July 28, 2016 states that since the parcel has reasonably suitable and alternative access, no new access should be provided on Trunk Highway 25. After talking with Jesse Larson of Mn/DOT, he stated that since this is a change in use for the property, the applicant would be required to get a permit for the access and that Mn/DOT is not going to grant a permit for this access point. He further stated that there are sufficient opportunities for access from the county and local roads to this parcel.

Nancy Jacobson of Mn/DOT further stated that the design may cause users to backup into Trunk Highway 25 since there is no turnaround proposed in the parking lot. If the

parking lot was full and somebody pulled in, they potentially would have to back out of the parking lot onto Trunk Highway 25. If access is ultimately granted in this location, the parking lot would need to be reconfigured to allow for some sort of turnaround to allow cars to orient themselves so they can pull onto Trunk Highway 25 in a frontwards motion.

Another item of concern was how the building to the west will be accessed if the proposed parking lot is built as proposed. After talking with Marty Walsh of Carver County, he said that this building parcel is leased by the lumberyard and they have access through their property so this issue is fine.

At the August 16, 2016 Planning Commission meeting, Stan Heldt stated that a conversation with Mn/DOT has taken place and they are at a point where they have to supply more information to the Mn/DOT for review. He also stated that they are committed to building the project whether they build a parking lot or not. At this time if the City Council recommends approval of the site plan, there is a condition that requires Mn/DOT approval prior to the City releasing a building permit.

**Landscaping:** Landscaping was previously shown on the site plan but the latest plans do not provide for any landscaping. Around the memorial itself, the area is proposed to be seeded with some areas requiring erosion control blanket.

**Surface Water Management:** Plans have been provided regarding surface water management, which is referenced under section 192.095 of the zoning ordinance. The site plan shall satisfactorily address any comments with the surface water management as provided by the City Engineer.

**City Engineer Review:** At this time the City Engineer is ok with the plans as proposed.

**Miscellaneous Provisions:** Any signage proposed must meet the standards set forth in Section 152.120 through 152.133 of the City Code. All general lighting employed on site must be directed away from adjoining properties. Direct or indirect glare from flood lights and spot lights, as differentiated from 'general lighting' on the site shall not be visible beyond the subject parcel.

## CONDITIONS

### Site Plan Review

The following conditions are recommended to be included if the City Council grants approval of the site plan for the Carver County Veterans Memorial. These conditions may be subject to modification depending upon the outcome at the City Council meeting:

1. **Landscaping.** That all required landscaping in installed according to the approved plans.
2. **Mn/DOT Review.** The applicant shall be responsible for obtaining all access related permits prior to issuance of a building permit by the City of Mayer and to address all comments outlined in a memo dated July 28, 2016.
3. **Signage.** That any proposed signage meet the standards set forth in Section 152.120 of the City Code and that all required sign permits are issued prior to installation of any signage.
4. **Lighting.** All general lighting employed on site must be directed away from adjoining properties.

Direct or indirect glare from flood lights and spot lights, as differentiated from 'general lighting' on the site shall not be visible beyond the subject parcel.

5. **Engineering.** That the site plan shall satisfactorily address all issues raised by the City Engineer.
6. **Building Permit.** That all building permits that are required have been approved, paid for and issued prior to construction.
7. **County Authorization.** That consent from Carver County in the form of a lease or some other legal document is provided to the City prior to issuance of a building permit.

#### CITY COUNCIL ACTION REQUIRED

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

#### Possible action items - Site Plan Review

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

If you have any questions relating to the site plan review 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 – Location Map
- Exhibit C – Construction and Grading Plan 5-20-16
- Exhibit D – Mn/DOT Comments dated 7-28-16
- Exhibit E – Colored Rendering

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: 7/20/2016

Exhibit B – Location Map

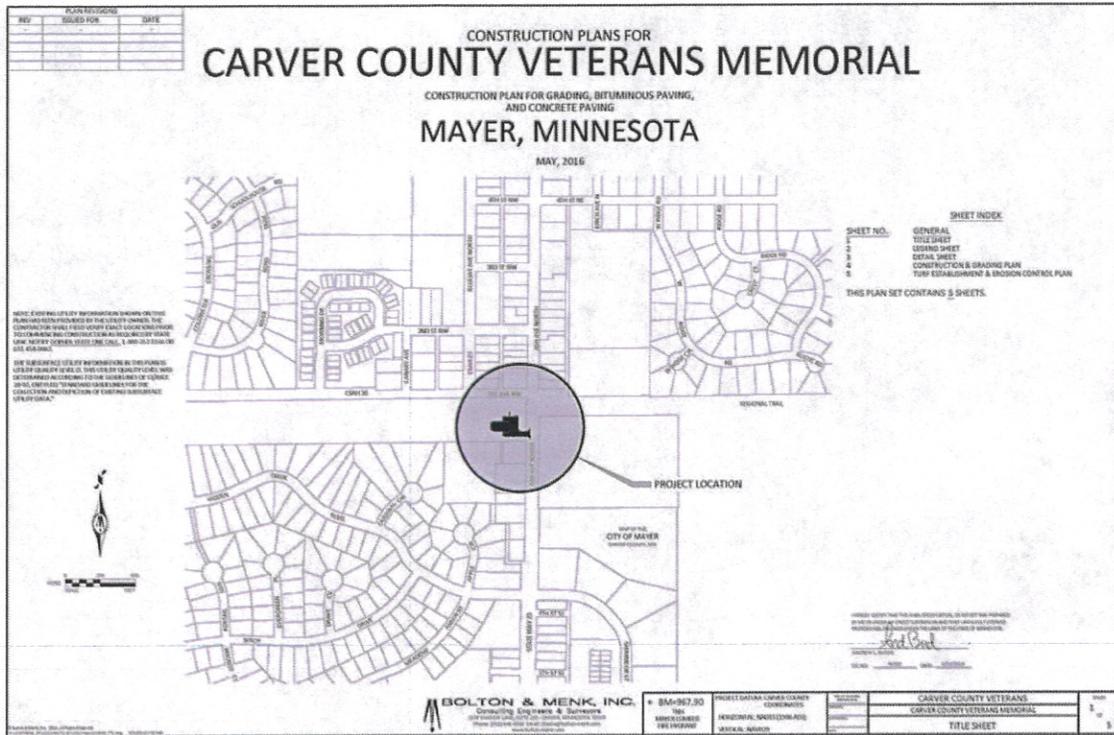
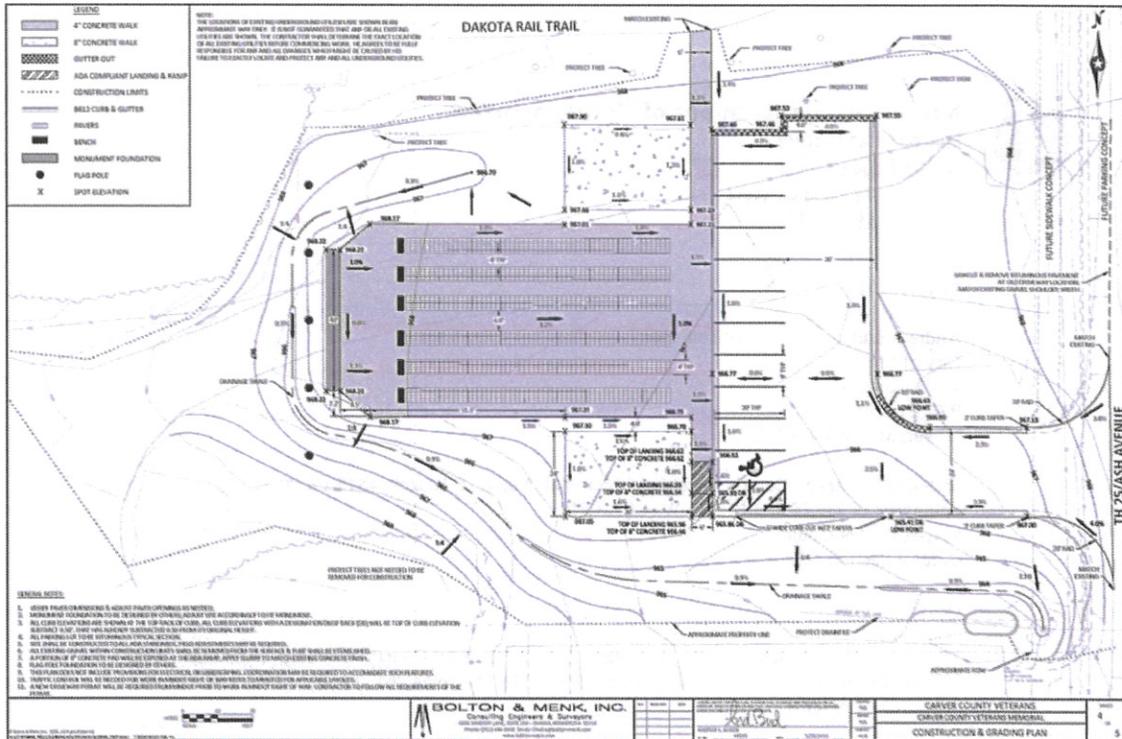


Exhibit C – Construction and Grading Plan Dated 5-20-16





**Minnesota Department of Transportation**

**Metropolitan District**  
Waters Edge Building  
1500 County Road B2 West  
Roseville, MN 55113

July 28, 2016

Andrew Budde, Mayer City Engineer  
City of Mayer  
413 Bluejay Ave.  
P.O. Box 102  
Mayer, MN 55360-0102

**SUBJECT: Carver County Veterans Memorial, MnDOT Review #S15-047A**  
Southwest of TH 25 and 1<sup>st</sup> St. NW (CSAH 30)  
Mayer, Carver County  
Control Section 1006

Dear Mr. Budde:

Thank you for submitting the site plans for the Carver County Veterans Memorial. The Minnesota Department of Transportation (MnDOT) has reviewed the site plans and has the following comments:

***Traffic:***

The Carver County Property Information website shows the taxpayer as Carver County Regional Authority for the existing parking lot and proposed parking lot. Since this parcel has reasonably suitable and alternative access, no new access should be provided on TH 25.

For questions concerning these comments, please contact Jesse Larson, 651-234-7824 or [Jesse.Larson@state.mn.us](mailto:Jesse.Larson@state.mn.us), in MnDOT Metro District's Traffic Section.

***Design:***

The current design may cause users to backup into TH 25 which is not acceptable.

For questions concerning this comment, please contact Nancy Jacobson, (651-234-7647 or [Nancy.L.Jacobson@state.mn.us](mailto:Nancy.L.Jacobson@state.mn.us)) in MnDOT Metro District's Design Section.

***Permits:***

Any work impacting MNDOT right-of-way will require a permit. Permit forms are available from MnDOT's utility website at <http://www.dot.state.mn.us/utility/>.

Please include one plan set formatted to 11" X 17" size with each permit application. Please direct any questions regarding permit requirements to Buck Craig (651-234-7911 or [buck.craig@state.mn.us](mailto:buck.craig@state.mn.us)) of MnDOT's Metro Permits Section.

***Water Resources:***

A drainage permit is required. The project developer needs to submit a drainage permit application with the following information:

Exhibit D – Mn/DOT Comments Dated 7-28-16

- Pre and post grading plan.
- Pre and post-construction drainage computations for the 2, 10 and 100-year rainfall events
- Pre and post-construction drainage area maps corresponding to the drainage computations

A drainage permit checklist can be found at:

<http://ihub.metro/wre/Link%20Files/Drainage%20Permit%20Applications%20Checklist.pdf>

The checklist provides more information about the requirements associated with the submittal of a MnDOT Drainage permit application.

For questions regards these comments, contact Hailu Shekur, Metro Water Resources, at [hailu.shekur@state.mn.us](mailto:hailu.shekur@state.mn.us) or 651-234-7521

**Review Submittal Options:**

MnDOT's goal is to complete the review of plans within 30 days. Submittals sent in electronically can usually be turned around faster. There are four submittal options. Please submit either:

1. One (1) electronic pdf. version of the plans. MnDOT can accept the plans via e-mail at [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) provided that each separate e-mail is under 20 megabytes.
2. Three (3) sets of full size plans. Although submitting seven sets of full size plans will expedite the review process. Plans can be sent to:

MnDOT – Metro District Planning Section  
Development Reviews Coordinator  
1500 West County Road B-2  
Roseville, MN 55113

3. One (1) compact disc.
4. Plans can also be submitted to MnDOT's External FTP Site. Please send files to: <ftp://ftp2.dot.state.mn.us/pub/incoming/MetroWatersEdge/Planning> Internet Explorer doesn't work using ftp so please use an FTP Client or your Windows Explorer (My Computer). Also, please send a note to [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) indicating that the plans have been submitted on the FTP site.

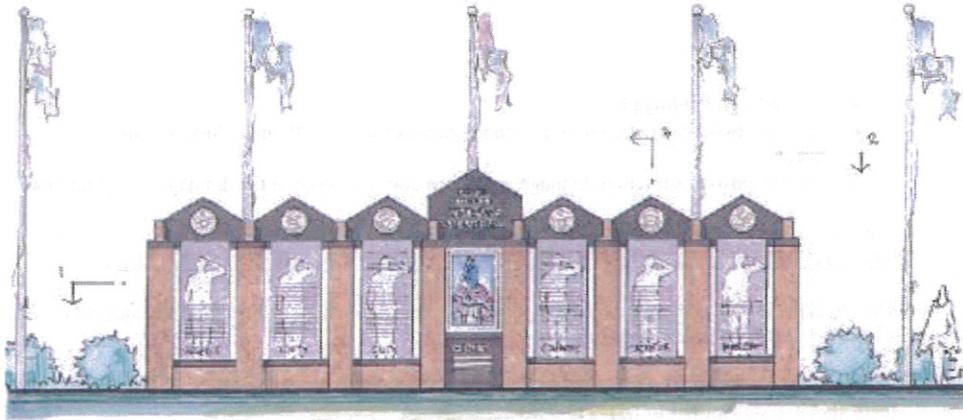
If you have any questions concerning this review please contact me at (651) 234-7793.

Sincerely,



Michael J. Corbett, PE  
Principal Planner

Exhibit E – Colored Rendering



**Ask for a brochure or  
go to the Website.**

**[www.ccvmr.org](http://www.ccvmr.org)**

**CITY OF MAYER  
CITY COUNCIL RESOLUTION 8-22-2016-30**

**RESOLUTION APPROVING THE SITE PLAN FOR THE CARVER COUNTY VETERANS MEMORIAL**

WHEREAS, Stan Heldt (the "Applicant") and the Carver County Regional Rail Authority (the "Owner"), has submitted a request for site plan approval for the Carver County Veterans Memorial in conformance with Section 152.031 of the Zoning Ordinance relating to site plan review on property with a PID numbers of 50.90000.30, 50.90000.60 & 50.99902.00 (the "Property"); and

WHEREAS, the property is zoned (P/I) Public/Institutional District and is designated Existing MUSA Infill/Redevelopment on the future land use map and no building permit shall be issued until a site plan has been reviewed and approved by the City; and

WHEREAS, the proposed use is a permitted use in the (P/I) Public/Institutional District and a site plan was submitted for the memorial and parking lot; and

WHEREAS, a copy of the proposed site plan materials and application were available at the City Offices for public viewing; and

WHEREAS, section 152.031 of the Zoning Ordinance outlines Information Requirements and Procedure for site plan approval; and

WHEREAS, the Planning Commission reviewed the site and building plans at the August 16, 2016 Planning Commission meeting at which time they recommended approval of the site plan, subject to conditions, on a 6-0 vote; and

WHEREAS, the City Council reviewed the site and building plans on August 8, 2016; and

WHEREAS, the City Council makes the following findings of fact in support of granting approval of the site and building plans:

A. The Planning Report dated August 17, 2016 shall be the governing document which includes the following Exhibits:

- Exhibit A – Aerial Location Map
- Exhibit B – Location Map
- Exhibit C – Construction and Grading Plan dated 5-20-16
- Exhibit D – Mn/DOT Comments dated 7-28-16
- Exhibit E – Colored Rendering

B. The Aerial Location Map is attached as Exhibit A.

C. The Location Map is attached as Exhibit B.

D. The Construction and Grading Plan dated 5-20-16 is attached as Exhibit C.

E. Comments from Mn/DOT dated 7-28-16 are attached as Exhibit D

F. The colored rendering is attached as Exhibit E.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mayer, Minnesota, that it hereby approves the site plan for the Carver County Veterans Memorial subject to the following conditions:

1. **Landscaping.** That all required landscaping in installed according to the approved plans.
2. **Mn/DOT Review.** The applicant shall be responsible for obtaining all access related permits prior to issuance of a building permit by the City of Mayer and to address all comments outlined in a memo dated July 28, 2016.
3. **Signage.** That any proposed signage meet the standards set forth in Section 152.120 of the City Code and that all required sign permits are issued prior to installation of any signage.
4. **Lighting.** All general lighting employed on site must be directed away from adjoining properties. Direct or indirect glare from flood lights and spot lights, as differentiated from 'general lighting' on the site shall not be visible beyond the subject parcel.
5. **Engineering.** That the site plan shall satisfactorily address all issues raised by the City Engineer.
6. **Building Permit.** That all building permits that are required have been approved, paid for and issued prior to construction.
7. **County Authorization.** That consent from Carver County in the form of a lease or some other legal document is provided to the City prior to issuance of a building permit.

Adopted by the Mayer City Council this 22nd day of August, 2016.

---

Mayor Gerry Thomas

Attest:

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Luayn Ruch-Hammond, City Administrator

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Published:

Filed with Carver County:

**Attachments:**

Exhibit A – Aerial Location Map

Exhibit B – Location Map

Exhibit C – Construction and Grading Plan 5-20-16

Exhibit D – Mn/DOT Comments dated 7-28-16

Exhibit E – Colored Rendering

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: 7/20/2016







**Minnesota Department of Transportation**

**Metropolitan District**  
Waters Edge Building  
1500 County Road B2 West  
Roseville, MN 55113

July 28, 2016

Andrew Budde, Mayer City Engineer  
City of Mayer  
413 Bluejay Ave.  
P.O. Box 102  
Mayer, MN 55360-0102

**SUBJECT: Carver County Veterans Memorial, MnDOT Review #S15-047A**  
Southwest of TH 25 and 1<sup>st</sup> St. NW (CSAH 30)  
Mayer, Carver County  
Control Section 1006

Dear Mr. Budde:

Thank you for submitting the site plans for the Carver County Veterans Memorial. The Minnesota Department of Transportation (MnDOT) has reviewed the site plans and has the following comments:

**Traffic:**

The Carver County Property Information website shows the taxpayer as Carver County Regional Authority for the existing parking lot and proposed parking lot. Since this parcel has reasonably suitable and alternative access, no new access should be provided on TH 25.

For questions concerning these comments, please contact Jesse Larson, 651-234-7824 or [Jesse.Larson@state.mn.us](mailto:Jesse.Larson@state.mn.us), in MnDOT Metro District's Traffic Section.

**Design:**

The current design may cause users to backup into TH 25 which is not acceptable.

For questions concerning this comment, please contact Nancy Jacobson, (651-234-7647 or [Nancy.L.Jacobson@state.mn.us](mailto:Nancy.L.Jacobson@state.mn.us)) in MnDOT Metro District's Design Section.

**Permits:**

Any work impacting MNDOT right-of-way will require a permit. Permit forms are available from MnDOT's utility website at <http://www.dot.state.mn.us/utility/>.

Please include one plan set formatted to 11" X 17" size with each permit application. Please direct any questions regarding permit requirements to Buck Craig (651-234-7911 or [buck.craig@state.mn.us](mailto:buck.craig@state.mn.us)) of MnDOT's Metro Permits Section.

**Water Resources:**

A drainage permit is required. The project developer needs to submit a drainage permit application with the following information:

- Pre and post grading plan.
- Pre and post-construction drainage computations for the 2, 10 and 100-year rainfall events
- Pre and post-construction drainage area maps corresponding to the drainage computations

A drainage permit checklist can be found at:

<http://ihub/metro/wre/Link%20Files/Drainage%20Permit%20Applications%20Checklist.pdf>

The checklist provides more information about the requirements associated with the submittal of a MnDOT Drainage permit application.

For questions regards these comments, contact Hailu Shekur, Metro Water Resources, at [hailu.shekur@state.mn.us](mailto:hailu.shekur@state.mn.us) or 651-234-7521

***Review Submittal Options:***

MnDOT's goal is to complete the review of plans within 30 days. Submittals sent in electronically can usually be turned around faster. There are four submittal options. Please submit either:

1. One (1) electronic pdf. version of the plans. MnDOT can accept the plans via e-mail at [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) provided that each separate e-mail is under 20 megabytes.
2. Three (3) sets of full size plans. Although submitting seven sets of full size plans will expedite the review process. Plans can be sent to:

MnDOT – Metro District Planning Section  
Development Reviews Coordinator  
1500 West County Road B-2  
Roseville, MN 55113

3. One (1) compact disc.
4. Plans can also be submitted to MnDOT's External FTP Site. Please send files to: <ftp://ftp2.dot.state.mn.us/pub/incoming/MetroWatersEdge/Planning> Internet Explorer doesn't work using ftp so please use an FTP Client or your Windows Explorer (My Computer). Also, please send a note to [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) indicating that the plans have been submitted on the FTP site.

If you have any questions concerning this review please contact me at (651) 234-7793.

Sincerely,



Michael J. Corbett, PE  
Principal Planner

Exhibit E – Colored Rendering



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**Mayer City Council  
Staff Report  
August 17, 2016  
Temporary Family Health Care Dwelling Opt Out**

**APPLICATION DATA**

**Meeting Date:** August 22, 2016  
**Applicant:** This is a City of Mayer initiated text amendment

**ACTION REQUESTED**

To make a motion on whether or not to opt out of the temporary family health care dwellings law.

**BACKGROUND DATA**

**Background:** New legislation, signed into law on May 12, 2016, allows property owners to place a mobile dwelling (no larger than 300 sq. ft) on their property. The purpose of the legislation is to allow homeowners to provide temporary/transitional housing for family members with mental and physical disabilities on-site.

An overview of the new legislation has been attached to this memo, including FAQ sheet from the League of MN Cities that addresses questions they are receiving from cities around the state. Also, enclosed is a copy of the Legislation (S.F. 2555). The legislation allows cities to opt out, however this must be completed via ordinance by September 1, 2016. Some communities have expressed concerns with the legislation or have noted their zoning ordinances provide for these housing needs. As a result, the League of MN Cities has provided a sample Ordinance to Opt Out of the New Health Care Dwelling Law. The ordinance to opt out has been attached for your review.

The Planning Commission held a public hearing on this matter at the August 16, 2016 special meeting and voted 6-0 to recommend to opt out of the law.

**CITY COUNCIL ACTION REQUIRED**

After review and discussion by the members of the City Council, a motion is in order to approve, deny or table opting out of the temporary family health care dwelling legislation.

Possible action items - Text Amendment

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

If you have any questions relating to this item 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



CONNECTING & INNOVATING  
SINCE 1913

## Temporary Family Health Care Dwellings of 2016 Allowing Temporary Structures – What it means for Cities

### Introduction:

On May 12, 2016, Governor Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.<sup>1</sup> Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a “mentally or physically impaired person”, by allowing them to stay in a “temporary dwelling” on a relative’s or caregiver’s property.<sup>2</sup>

### Where can I read the new law?

Until the state statutes are revised to include bills passed this session, cities can find this new bill at [2016 Laws, Chapter 111](#).

### Does the law require cities to follow and implement the new temporary family health care dwelling law?

Yes, unless a city opts out of the new law or currently allows temporary family health care dwellings as a permitted use.

### Considerations for cities regarding the opt-out?

These new temporary dwellings address an emerging community need to provide more convenient temporary care. Cities may want to consider the below when analyzing whether or not to opt out:

- The new law alters a city’s level of zoning authority for these types of structures.
- While the city’s zoning ordinances for accessories or recreational vehicles do not apply, these structures still must comply with setback requirements.
- A city’s zoning and other ordinances, other than its accessory use or recreational vehicle ordinances, still apply to these structures. Because conflicts may arise between the statute and a city’s local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.
- Although not necessarily a legal issue for the city, it seems worth mentioning that the permit process does not have the individual with the physical or mental impairment or that

---

<sup>1</sup> [2016 Laws, Chapter 111](#).

<sup>2</sup> Some cities asked if other states have adopted this type of law. The only states that have a somewhat similar statute at the time of publication of this FAQ are North Carolina and Virginia. It is worth noting that some states have adopted Accessory Dwelling Unit (ADU) statutes to allow granny flats, however, these ADU statutes differ from Minnesota’s Temporary Health Care Dwelling law.

individual's power of attorney sign the permit application or a consent to release his or her data.

- The application's data requirements may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act.
- The new law sets forth a permitting system for both cities and counties<sup>3</sup>. Cities should consider whether there is an interplay between these two statutes.

### **Do cities need to do anything to have the new law apply in their city?**

**No**, the law goes into effect September 1, 2016 and automatically applies to all cities that do not opt out or don't already allow temporary family health care dwellings as a permitted use under their local ordinances. By September 1, 2016, however, cities will need to be prepared to accept applications, must have determined a permit fee amount<sup>4</sup> (if the city wants to have an amount different than the law's default amount), and must be ready to process the permits in accordance with the short timeline required by the law.

### **What if a city already allows a temporary family health care dwelling as a permitted use?**

If the city already has designated temporary family health care dwellings as a permitted use, then the law does not apply and the city follows its own ordinance. The city should consult its city attorney for any uncertainty about whether structures currently permitted under existing ordinances qualify as temporary family health care dwellings.

### **What process should the city follow if it chooses to opt out of this statute?**

Cities that wish to opt out of this law must pass an ordinance to do so. The statute does not provide clear guidance on how to treat this opt-out ordinance. However, since the new law adds section 462.3593 to the land use planning act (Minn. Stat. ch. 462), arguably, it may represent the adoption or an amendment of a zoning ordinance, triggering the requirements of Minn. Stat. § 462.357, subd. 2-4, including a public hearing with 10-day published notice. Therefore, cities may want to err on the side of caution and treat the opt-out ordinance as a zoning provision.<sup>5</sup>

### **Does the League have a model ordinance for opting out of this program?**

**Yes.** Link to opt out ordinance here: [Temporary Family Health Care Dwellings Ordinance](#)

### **Can cities partially opt out of the temporary family health care dwelling law?**

---

<sup>3</sup> See Minn. Stat. §394.307

<sup>4</sup> Cities do have flexibility as to amounts of the permit fee. The law sets, as a default, a fee of \$100 for the initial permit with a \$50 renewal fee, but authorizes a city to provide otherwise by ordinance.

<sup>5</sup> For smaller communities without zoning at all, those cities still need to adopt an opt-out ordinance. In those instances, it seems less likely that the opt-out ordinance would equate to zoning. Because of the ambiguity of the statute, cities should consult their city attorneys on how best to approach adoption of the opt-out ordinance for their communities.

**Not likely.** The opt-out language of the statute allows a city, by ordinance, to opt out of the requirements of the law but makes no reference to opting out of parts of the law. If a city wanted a program different from the one specified in statute, the most conservative approach would be to opt out of the statute, then adopt an ordinance structured in the manner best suited to the city. Since the law does not explicitly provide for a partial opt out, cities wanting to just partially opt out from the statute should consult their city attorney.

### **Can a city adopt pieces of this program or change the requirements listed in the statute?**

Similar to the answer about partially opting out, the law does not specifically authorize a city to alter the statutory requirements or adopt only just pieces of the statute. Several cities have asked if they could add additional criteria, like regulating placement on driveways, specific lot size limits, or anchoring requirements. As mentioned above, if a city wants a program different from the one specified in the statute, the most conservative approach would involve opting out of the statute in its entirety and then adopting an ordinance structured in the manner best suited to the city. Again, a city should consult its city attorney when considering adopting an altered version of the state law.

### **What is required in an application for a temporary family health care dwelling permit?**

The mandatory application requests very specific information including, but not limited to:<sup>6</sup>

- Name, address, and telephone number of the property owner, the resident of the property (if different than the owner), and the primary care giver;
- Name of the mentally or physically impaired person;
- Proof of care from a provider network, including respite care, primary care or remote monitoring;
- Written certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more “instrumental activities of daily life;”<sup>7</sup>
- An executed contract for septic sewer management or other proof of adequate septic sewer management;
- An affidavit that the applicant provided notice to adjacent property owners and residents;
- A general site map showing the location of the temporary dwelling and the other structures on the lot; and
- Compliance with setbacks and maximum floor area requirements of primary structure.

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<sup>6</sup> New Minn. Stat. § 462.3593, subd. 3 sets forth all the application criteria.

<sup>7</sup> This is a term defined in law at Minn. Stat. § 256B.0659, subd. 1(i) as “activities to include meal planning and preparation; basic assistance with paying bills; shopping for food, clothing, and other essential items; performing household tasks integral to the personal care assistance services; communication by telephone and other media; and traveling, including to medical appointments and to participate in the community.”

The law requires all of the following to sign the application: the primary caregiver, the owner of the property (on which the temporary dwelling will be located) and the resident of the property (if not the same as the property owner). However, neither the physically disabled or mentally impaired individual nor his or her power of attorney signs the application.

### **Who can host a temporary family health care dwelling?**

Placement of a temporary family health care dwelling can only be on the property where a “caregiver” or “relative” resides. The statute defines caregiver as “an individual, 18 years of age or older, who: (1) provides care for a mentally or physically impaired person; and (2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.” The definition of “relative” includes “a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece of the mentally or physically impaired person. Relative also includes half, step and in-law relationships.”

### **Is this program just for the elderly?**

**No.** The legislature did not include an age requirement for the mentally or physically impaired dweller.<sup>8</sup>

### **Who can live in a temporary family health care dwelling and for how long?**

The permit for a temporary health care dwelling must name the person eligible to reside in the unit. The law requires the person residing in the dwelling to qualify as “mentally or physically impaired,” defined as “a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified by a physician, a physician assistant, or an advanced practice registered nurse, licenses to practice in this state.” The law specifically limits the time frame for these temporary dwellings permits to 6 months, with a one-time 6 month renewal option. Further, there can be only one dwelling per lot and only one dweller who resides within the temporary dwelling

### **What structures qualify as temporary family health care dwellings under the new law?**

The specific structural requirements set forth in the law preclude using pop up campers on the driveway or the “granny flat” with its own foundation as a temporary structure. Qualifying temporary structures must:

- Primarily be pre-assembled;
- Cannot exceed 300 gross square feet;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;

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<sup>8</sup> The law expressly exempts a temporary family health care dwelling from being considered “housing with services establishment”, which, in turn, results in the 55 or older age restriction set forth for “housing with services establishment” not applying.

- Must provide access to water and electrical utilities (by connecting to principal dwelling or by other comparable means<sup>9</sup>);
- Must have compatible standard residential construction exterior materials;
- Must have minimum insulation of R-15;
- Must be portable (as defined by statute);
- Must comply with Minnesota Rules chapter 1360 (prefabricated buildings) or 1361 (industrialized/modular buildings), “and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2”<sup>10</sup>; and
- Must contain a backflow check valve.<sup>11</sup>

### **Does the State Building Code apply to the construction of a temporary family health care dwelling?**

**Mostly, no.** These structures must meet accessibility standards (which are in the State Building Code). The primary types of dwellings proposed fall within the classification of recreational vehicles, to which the State Building Code does not apply. Two other options exist, however, for these types of dwellings. If these structures represent a pre-fabricated home, the federal building code requirements for manufactured homes apply (as stated in Minnesota Rules, Chapter 1360). If these structures are modular homes, on the other hand, they must be constructed consistent with the State Building Code (as stated in Minnesota Rules, Chapter 1361).

### **What health, safety and welfare requirements does this new law include?**

Aside from the construction requirements of the unit, the temporary family health care dwelling must be located in an area on the property where “septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.”

### **What local ordinances and zoning apply to a temporary health care dwelling?**

The new law states that ordinances related to accessory uses and recreational vehicle storage and parking do not apply to these temporary family health care dwellings. However, unless otherwise provided, setbacks and other local ordinances, charter provisions, and applicable state laws still apply. Because conflicts may arise between the statute and one or more of the city’s other local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

### **What permit process should cities follow for these permits?**

The law creates a new type of expedited permit process. The permit approval process found in Minn. Stat. § 15.99 generally applies; however, the new law shortens the time frame for which the local governmental unit has to make a decision on granting the permit. Due to the time sensitive

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<sup>9</sup> The Legislature did not provide guidance on what represents “other comparable means”.

<sup>10</sup> ANSI Code 119.2 has been superseded by NFPA 1192. For more information, the American National Standards Institute website is located at <https://www.ansi.org/>.

<sup>11</sup> New Minn. Stat. § 462.3593, subd. 2 sets forth all the structure criteria.

nature of issuing a temporary dwelling permit, the city has only 15 days (rather than 60 days) (no extension is allowed) to either issue or deny a permit. The new law waives the public hearing requirement and allows the clock to restart if a city deems an application incomplete. If a city deems an application incomplete, the city must provide the applicant written notice, within five business days of receipt of the application, telling the requester what information is missing. For those councils that regularly meet only once a month, the law provides for a 30-day decision.

### **Can cities collect fees for these permits?**

Cities have flexibility as to amounts of the permit fee. The law sets the fee at \$100 for the initial permit with a \$50 renewal fee, unless a city provides otherwise by ordinance

### **Can cities inspect, enforce and ultimately revoke these permits?**

**Yes**, but only if the permit holder violates the requirements of the law. The statute allows for the city to require the permit holder to provide evidence of compliance and also authorizes the city to inspect the temporary dwelling at times convenient to the caregiver to determine compliance. The permit holder then has sixty (60) days from the date of revocation to remove the temporary family health care dwelling. The law does not address appeals of a revocation.

### **How should cities handle data it acquires from these permits?**

The application data may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act. To minimize collection of protected health data or other nonpublic data, the city could, for example, request that the required certification of need simply state “that the person who will reside in the temporary family health care dwelling needs assistance with two or more instrumental activities of daily living”, without including in that certification data or information about the specific reasons for the assistance, the types of assistance, the medical conditions or the treatment plans of the person with the mental illness or physical disability. Because of the complexities surrounding nonpublic data, cities should consult their city attorneys when drafting a permit application.

### **Should the city consult its city attorney?**

**Yes**. As with any new law, to determine the potential impact on cities, the League recommends consulting with your city attorney.

### **Where can cities get additional information or ask other questions.**

For more information, contact Staff Attorney Pamela Whitmore at [pwhitmore@lmc.org](mailto:pwhitmore@lmc.org) or LMC General Counsel Tom Grundhoefer at [tgrundho@lmc.org](mailto:tgrundho@lmc.org). If you prefer calling, you can reach Pamela at 651.281.1224 or Tom at 651.281.1266.

# Temporary Dwelling Legislation Becomes Law

**Cities may opt out of permitting temporary family dwellings, but they must pass an ordinance to do so.**

*(Published May 16, 2016)*

A bill creating a new process for local governments to permit certain types of recreational vehicles as temporary family dwellings was signed into law by Gov. Dayton on May 12. Chapter 111 (SF 2555, Sen. John Hoffman, DFL-Champlain, and Rep. Roz Peterson, R-Burnsville) previously passed the House floor on a vote of 113-17.

## **Purpose of the law**

The main stated motivation behind the new law is to provide transitional housing for seniors. For example, if a family wanted to keep a close eye on grandma while she recuperates from surgery, they could have grandma stay in a temporary family health care dwelling in the yard or driveway.

The law has a broader effect than that, however, with anyone who needs assistance with two or more "instrumental activities of daily life" for mental or physical reasons eligible to be housed in this manner.

## **Summary of changes**

The League worked extensively with the authors and proponents and with other local government organizations throughout the legislative process to craft a law that is manageable for cities and counties.

Local governments may opt out of this program if they determine that this type of expedited land use permitting for temporary dwellings is not well-suited to their community. Many communities have communicated that property owners in their jurisdiction have adequate access to a permit for this type of use through existing local land use controls and permitting authority.

## **Cities must pass ordinance to opt out**

To be clear, unless a city chooses not to participate in this program by passing an ordinance specifically opting out, the law will require the city to issue permits to qualified applicants starting on Sept. 1, 2016. A permit can be denied for appropriate cause. The law lists the information required and the requirements that may be considered in that decision.

**The final act has the following key components:**

- Creates a new type of permit referred to as a temporary dwelling permit that has a six-month duration, with an option to extend the permit for six months.
- Requires that the permit be for a property where the caregiver or relative resides.
- Allows modular and manufactured housing (instead of just recreational vehicles) to use this permit process as long as the unit meets all of the listed criteria.
- Lists the criteria for the structure and the information required in the permit application.
- Addresses sewer safety issues with required backflow valves and advance verification of septic service contracts.
- Requires the inclusion of site maps showing where the unit will be placed and notification of adjacent neighbors prior to application.
- Requires applications to specify the individual authorized to live in the unit.
- Applies the permit approval process found in Minnesota Statutes, section 15.99, but allows the local government unit only 15 days to make a decision on granting the permit (no extension). It waives the public hearing requirement and allows the clock to be restarted if an application is deemed incomplete, as long as the applicant is notified of how the application is incomplete within five days. A 30-day decision is allowed if the regular council meeting occurs only once a month.
- Requires unit placement to meet existing stormwater, shoreland, setback, and easement requirements. A permit exempts the units only from accessory unit ordinances and recreational vehicle parking and storage ordinances.
- Sets a default permit fee level that may be replaced by a local ordinance.
- Allows cities to pass an ordinance opting out of using this new permitting system.

A complete review of the provisions of the new law will be included in the League's *2016 Law Summaries* in June.

- See more at: <http://www.lmc.org/page/1/TempHCDwellings.jsp#sthash.SIXkZfrs.dpuf>

**SENATE  
STATE OF MINNESOTA  
EIGHTY-NINTH SESSION**

**S.F. No. 2555**

(SENATE AUTHORS: HOFFMAN, Rosen, Eken, Koenen and Abeler)

DATE	D-PG	OFFICIAL STATUS
03/10/2016	4960	Introduction and first reading Referred to State and Local Government
04/06/2016	5675a	Comm report: To pass as amended and re-refer to Health, Human Services and Housing
04/07/2016	5715a	Comm report: To pass as amended and re-refer to Finance
04/28/2016	6535a	Comm report: To pass as amended
	6538	Second reading
05/02/2016	6572a	Special Order: Amended
	6573	Third reading Passed
05/12/2016	7006	Returned from House Presentment date 05/12/16
05/17/2016	7050	Governor's action Approval 05/12/16
	7050	Secretary of State Chapter 111 05/12/16 Effective date 09/01/16

1.1 A bill for an act  
1.2 relating to local government; regulating zoning of temporary family health  
1.3 care dwellings; establishing temporary dwelling permits; amending Minnesota  
1.4 Statutes 2014, section 144D.01, subdivision 4; proposing coding for new law in  
1.5 Minnesota Statutes, chapters 394; 462.

1.6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.7 Section 1. Minnesota Statutes 2014, section 144D.01, subdivision 4, is amended to read:

1.8 Subd. 4. **Housing with services establishment or establishment.** (a) "Housing  
1.9 with services establishment" or "establishment" means:

1.10 (1) an establishment providing sleeping accommodations to one or more adult  
1.11 residents, at least 80 percent of which are 55 years of age or older, and offering or  
1.12 providing, for a fee, one or more regularly scheduled health-related services or two or  
1.13 more regularly scheduled supportive services, whether offered or provided directly by the  
1.14 establishment or by another entity arranged for by the establishment; or

1.15 (2) an establishment that registers under section 144D.025.

1.16 (b) Housing with services establishment does not include:

1.17 (1) a nursing home licensed under chapter 144A;

1.18 (2) a hospital, certified boarding care home, or supervised living facility licensed  
1.19 under sections 144.50 to 144.56;

1.20 (3) a board and lodging establishment licensed under chapter 157 and Minnesota  
1.21 Rules, parts 9520.0500 to 9520.0670, 9525.0215 to 9525.0355, 9525.0500 to 9525.0660,  
1.22 or 9530.4100 to 9530.4450, or under chapter 245D;

1.23 (4) a board and lodging establishment which serves as a shelter for battered women  
1.24 or other similar purpose;

1.25 (5) a family adult foster care home licensed by the Department of Human Services;

- 2.1 (6) private homes in which the residents are related by kinship, law, or affinity with  
 2.2 the providers of services;
- 2.3 (7) residential settings for persons with developmental disabilities in which the  
 2.4 services are licensed under Minnesota Rules, parts 9525.2100 to 9525.2140, or applicable  
 2.5 successor rules or laws;
- 2.6 (8) a home-sharing arrangement such as when an elderly or disabled person or  
 2.7 single-parent family makes lodging in a private residence available to another person  
 2.8 in exchange for services or rent, or both;
- 2.9 (9) a duly organized condominium, cooperative, common interest community, or  
 2.10 owners' association of the foregoing where at least 80 percent of the units that comprise the  
 2.11 condominium, cooperative, or common interest community are occupied by individuals  
 2.12 who are the owners, members, or shareholders of the units; ~~or~~
- 2.13 (10) services for persons with developmental disabilities that are provided under  
 2.14 a license according to Minnesota Rules, parts 9525.2000 to 9525.2140 in effect until  
 2.15 January 1, 1998, or under chapter 245D; or
- 2.16 (11) a temporary family health care dwelling as defined in sections 394.307 and  
 2.17 462.3593.

2.18 **Sec. 2. [394.307] TEMPORARY FAMILY HEALTH CARE DWELLINGS.**

2.19 Subdivision 1. Definitions. (a) For purposes of this section, the following terms  
 2.20 have the meanings given.

2.21 (b) "Caregiver" means an individual 18 years of age or older who:

2.22 (1) provides care for a mentally or physically impaired person; and

2.23 (2) is a relative, legal guardian, or health care agent of the mentally or physically  
 2.24 impaired person for whom the individual is caring.

2.25 (c) "Instrumental activities of daily living" has the meaning given in section  
 2.26 256B.0659, subdivision 1, paragraph (i).

2.27 (d) "Mentally or physically impaired person" means a person who is a resident of  
 2.28 this state and who requires assistance with two or more instrumental activities of daily  
 2.29 living as certified in writing by a physician, a physician assistant, or an advanced practice  
 2.30 registered nurse licensed to practice in this state.

2.31 (e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle,  
 2.32 aunt, nephew, or niece of the mentally or physically impaired person. Relative includes  
 2.33 half, step, and in-law relationships.

3.1 (f) "Temporary family health care dwelling" means a mobile residential dwelling  
3.2 providing an environment facilitating a caregiver's provision of care for a mentally or  
3.3 physically impaired person that meets the requirements of subdivision 2.

3.4 Subd. 2. **Temporary family health care dwelling.** A temporary family health  
3.5 care dwelling must:

3.6 (1) be primarily assembled at a location other than its site of installation;

3.7 (2) be no more than 300 gross square feet;

3.8 (3) not be attached to a permanent foundation;

3.9 (4) be universally designed and meet state-recognized accessibility standards;

3.10 (5) provide access to water and electric utilities either by connecting to the utilities  
3.11 that are serving the principal dwelling on the lot or by other comparable means;

3.12 (6) have exterior materials that are compatible in composition, appearance, and  
3.13 durability to the exterior materials used in standard residential construction;

3.14 (7) have a minimum insulation rating of R-15;

3.15 (8) be able to be installed, removed, and transported by a one-ton pickup truck  
3.16 as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002,  
3.17 subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;

3.18 (9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an  
3.19 Industrialized Buildings Commission seal and data plate or to American National  
3.20 Standards Institute Code 119.2; and

3.21 (10) be equipped with a backflow check valve.

3.22 Subd. 3. **Temporary dwelling permit; application.** (a) Unless the county has  
3.23 designated temporary family health care dwellings as permitted uses, a temporary family  
3.24 health care dwelling is subject to the provisions in this section. A temporary family health  
3.25 care dwelling that meets the requirements of this section cannot be prohibited by a local  
3.26 ordinance that regulates accessory uses or recreational vehicle parking or storage.

3.27 (b) The caregiver or relative must apply for a temporary dwelling permit from the  
3.28 county. The permit application must be signed by the primary caregiver, the owner of the  
3.29 property on which the temporary family health care dwelling will be located, and the  
3.30 resident of the property if the property owner does not reside on the property, and include:

3.31 (1) the name, address, and telephone number of the property owner, the resident of  
3.32 the property if different from the owner, and the primary caregiver responsible for the care  
3.33 of the mentally or physically impaired person; and the name of the mentally or physically  
3.34 impaired person who will live in the temporary family health care dwelling;

3.35 (2) proof of the provider network from which the mentally or physically impaired  
3.36 person may receive respite care, primary care, or remote patient monitoring services;

4.1 (3) a written certification that the mentally or physically impaired person requires  
4.2 assistance with two or more instrumental activities of daily living signed by a physician,  
4.3 a physician assistant, or an advanced practice registered nurse licensed to practice in  
4.4 this state;

4.5 (4) an executed contract for septic service management or other proof of adequate  
4.6 septic service management;

4.7 (5) an affidavit that the applicant has provided notice to adjacent property owners  
4.8 and residents of the application for the temporary dwelling permit; and

4.9 (6) a general site map to show the location of the temporary family health care  
4.10 dwelling and other structures on the lot.

4.11 (c) The temporary family health care dwelling must be located on property where the  
4.12 caregiver or relative resides. A temporary family health care dwelling must comply with  
4.13 all setback requirements that apply to the primary structure and with any maximum floor  
4.14 area ratio limitations that may apply to the primary structure. The temporary family health  
4.15 care dwelling must be located on the lot so that septic services and emergency vehicles  
4.16 can gain access to the temporary family health care dwelling in a safe and timely manner.

4.17 (d) A temporary family health care dwelling is limited to one occupant who is a  
4.18 mentally or physically impaired person. The person must be identified in the application.  
4.19 Only one temporary family health care dwelling is allowed on a lot.

4.20 (e) Unless otherwise provided, a temporary family health care dwelling installed  
4.21 under this section must comply with all applicable state law and local ordinances.

4.22 Subd. 4. **Initial permit term; renewal.** The initial temporary dwelling permit is  
4.23 valid for six months. The applicant may renew the permit once for an additional six months.

4.24 Subd. 5. **Inspection.** The county may require that the permit holder provide  
4.25 evidence of compliance with this section as long as the temporary family health care  
4.26 dwelling remains on the property. The county may inspect the temporary family health  
4.27 care dwelling at reasonable times convenient to the caregiver to determine if the temporary  
4.28 family health care dwelling is occupied and meets the requirements of this section.

4.29 Subd. 6. **Revocation of permit.** The county may revoke the temporary dwelling  
4.30 permit if the permit holder violates any requirement of this section. If the county revokes a  
4.31 permit, the permit holder has 60 days from the date of revocation to remove the temporary  
4.32 family health care dwelling.

4.33 Subd. 7. **Fee.** Unless otherwise specified by an action of the county board, the  
4.34 county may charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal  
4.35 of the permit.

5.1 Subd. 8. No public hearing required; application of section 15.99. (a) Due to the  
5.2 time-sensitive nature of issuing a temporary dwelling permit for a temporary family health  
5.3 care dwelling, the county does not have to hold a public hearing on the application.

5.4 (b) The procedures governing the time limit for deciding an application for the  
5.5 temporary dwelling permit under this section are governed by section 15.99, except as  
5.6 provided in this section. The county has 15 days to issue a permit requested under this  
5.7 section or to deny it, except that if the county board holds regular meetings only once per  
5.8 calendar month the county has 30 days to issue a permit requested under this section  
5.9 or to deny it. If the county receives a written request that does not contain all required  
5.10 information, the applicable 15-day or 30-day limit starts over only if the county sends  
5.11 written notice within five business days of receipt of the request telling the requester what  
5.12 information is missing. The county cannot extend the period of time to decide.

5.13 Subd. 9. Opt-out. A county may by resolution opt-out of the requirements of  
5.14 this section.

5.15 Sec. 3. [462.3593] TEMPORARY FAMILY HEALTH CARE DWELLINGS.

5.16 Subdivision 1. Definitions. (a) For purposes of this section, the following terms  
5.17 have the meanings given.

5.18 (b) "Caregiver" means an individual 18 years of age or older who:

5.19 (1) provides care for a mentally or physically impaired person; and

5.20 (2) is a relative, legal guardian, or health care agent of the mentally or physically  
5.21 impaired person for whom the individual is caring.

5.22 (c) "Instrumental activities of daily living" has the meaning given in section  
5.23 256B.0659, subdivision 1, paragraph (i).

5.24 (d) "Mentally or physically impaired person" means a person who is a resident of  
5.25 this state and who requires assistance with two or more instrumental activities of daily  
5.26 living as certified in writing by a physician, a physician assistant, or an advanced practice  
5.27 registered nurse licensed to practice in this state.

5.28 (e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle,  
5.29 aunt, nephew, or niece of the mentally or physically impaired person. Relative includes  
5.30 half, step, and in-law relationships.

5.31 (f) "Temporary family health care dwelling" means a mobile residential dwelling  
5.32 providing an environment facilitating a caregiver's provision of care for a mentally or  
5.33 physically impaired person that meets the requirements of subdivision 2.

5.34 Subd. 2. Temporary family health care dwelling. A temporary family health  
5.35 care dwelling must:

- 6.1 (1) be primarily assembled at a location other than its site of installation;  
6.2 (2) be no more than 300 gross square feet;  
6.3 (3) not be attached to a permanent foundation;  
6.4 (4) be universally designed and meet state-recognized accessibility standards;  
6.5 (5) provide access to water and electric utilities either by connecting to the utilities  
6.6 that are serving the principal dwelling on the lot or by other comparable means;  
6.7 (6) have exterior materials that are compatible in composition, appearance, and  
6.8 durability to the exterior materials used in standard residential construction;  
6.9 (7) have a minimum insulation rating of R-15;  
6.10 (8) be able to be installed, removed, and transported by a one-ton pickup truck  
6.11 as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002,  
6.12 subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;  
6.13 (9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an  
6.14 Industrialized Buildings Commission seal and data plate or to American National  
6.15 Standards Institute Code 119.2; and  
6.16 (10) be equipped with a backflow check valve.

6.17 **Subd. 3. Temporary dwelling permit; application.** (a) Unless the municipality has  
6.18 designated temporary family health care dwellings as permitted uses, a temporary family  
6.19 health care dwelling is subject to the provisions in this section. A temporary family health  
6.20 care dwelling that meets the requirements of this section cannot be prohibited by a local  
6.21 ordinance that regulates accessory uses or recreational vehicle parking or storage.

6.22 (b) The caregiver or relative must apply for a temporary dwelling permit from the  
6.23 municipality. The permit application must be signed by the primary caregiver, the owner  
6.24 of the property on which the temporary family health care dwelling will be located, and the  
6.25 resident of the property if the property owner does not reside on the property, and include:

6.26 (1) the name, address, and telephone number of the property owner, the resident of  
6.27 the property if different from the owner, and the primary caregiver responsible for the care  
6.28 of the mentally or physically impaired person; and the name of the mentally or physically  
6.29 impaired person who will live in the temporary family health care dwelling;

6.30 (2) proof of the provider network from which the mentally or physically impaired  
6.31 person may receive respite care, primary care, or remote patient monitoring services;

6.32 (3) a written certification that the mentally or physically impaired person requires  
6.33 assistance with two or more instrumental activities of daily living signed by a physician,  
6.34 a physician assistant, or an advanced practice registered nurse licensed to practice in  
6.35 this state;

- 7.1 (4) an executed contract for septic service management or other proof of adequate  
7.2 septic service management;
- 7.3 (5) an affidavit that the applicant has provided notice to adjacent property owners  
7.4 and residents of the application for the temporary dwelling permit; and
- 7.5 (6) a general site map to show the location of the temporary family health care  
7.6 dwelling and other structures on the lot.
- 7.7 (c) The temporary family health care dwelling must be located on property where the  
7.8 caregiver or relative resides. A temporary family health care dwelling must comply with  
7.9 all setback requirements that apply to the primary structure and with any maximum floor  
7.10 area ratio limitations that may apply to the primary structure. The temporary family health  
7.11 care dwelling must be located on the lot so that septic services and emergency vehicles  
7.12 can gain access to the temporary family health care dwelling in a safe and timely manner.
- 7.13 (d) A temporary family health care dwelling is limited to one occupant who is a  
7.14 mentally or physically impaired person. The person must be identified in the application.  
7.15 Only one temporary family health care dwelling is allowed on a lot.
- 7.16 (e) Unless otherwise provided, a temporary family health care dwelling installed  
7.17 under this section must comply with all applicable state law, local ordinances, and charter  
7.18 provisions.
- 7.19 Subd. 4. **Initial permit term; renewal.** The initial temporary dwelling permit is  
7.20 valid for six months. The applicant may renew the permit once for an additional six months.
- 7.21 Subd. 5. **Inspection.** The municipality may require that the permit holder provide  
7.22 evidence of compliance with this section as long as the temporary family health care  
7.23 dwelling remains on the property. The municipality may inspect the temporary family  
7.24 health care dwelling at reasonable times convenient to the caregiver to determine if the  
7.25 temporary family health care dwelling is occupied and meets the requirements of this  
7.26 section.
- 7.27 Subd. 6. **Revocation of permit.** The municipality may revoke the temporary  
7.28 dwelling permit if the permit holder violates any requirement of this section. If the  
7.29 municipality revokes a permit, the permit holder has 60 days from the date of revocation  
7.30 to remove the temporary family health care dwelling.
- 7.31 Subd. 7. **Fee.** Unless otherwise provided by ordinance, the municipality may charge  
7.32 a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.
- 7.33 Subd. 8. **No public hearing required; application of section 15.99.** (a) Due to the  
7.34 time-sensitive nature of issuing a temporary dwelling permit for a temporary family health  
7.35 care dwelling, the municipality does not have to hold a public hearing on the application.

8.1           (b) The procedures governing the time limit for deciding an application for the  
8.2 temporary dwelling permit under this section are governed by section 15.99, except as  
8.3 provided in this section. The municipality has 15 days to issue a permit requested under  
8.4 this section or to deny it, except that if the statutory or home rule charter city holds regular  
8.5 meetings only once per calendar month the statutory or home rule charter city has 30 days  
8.6 to issue a permit requested under this section or to deny it. If the municipality receives a  
8.7 written request that does not contain all required information, the applicable 15-day or  
8.8 30-day limit starts over only if the municipality sends written notice within five business  
8.9 days of receipt of the request telling the requester what information is missing. The  
8.10 municipality cannot extend the period of time to decide.

8.11           Subd. 9. **Opt-out.** A municipality may by ordinance opt-out of the requirements  
8.12 of this section.

8.13           Sec. 4. **EFFECTIVE DATE.**

8.14           This act is effective September 1, 2016, and applies to temporary dwelling permit  
8.15 applications made under this act on or after that date.

**ORDINANCE NO. 209**  
**(Opting-Out of Minnesota Statutes Section 462.3593)**

**CITY OF MAYER,**  
**CARVER COUNTY, MINNESOTA**

**August 22, 2016**

**AN ORDINANCE AMENDING TITLE XV (LAND USAGE), CHAPTER 152 (ZONING), OF THE CODE OF ORDINANCES OF THE CITY OF MAYER, BY AMENDING SECTION 152.024 (TEMPORARY DWELLINGS) BY ADDING A PROVISION PERTAINING TO OPTING-OUT OF MINNESOTA STATUTES SECTION 462.3593.**

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

**Section 1. Planning Commission Hearing.** On August 16, 2016, the City of Mayer Planning Commission held a public hearing to consider whether the City of Mayer should opt-out of the provisions of Minnesota Statutes Section 462.3593 pertaining to Temporary Family Health Care Dwellings as authorized by Minnesota Statutes Section 462.3593, Subd. 9. The Planning Commission recommended to the City Council that the City of Mayer so opt-out.

**Section 2. Opt-out.** Title XV (Land Usage), Chapter 152 (Zoning), of Section 152.024) of the Code of Ordinances of the City of Mayer is hereby amended to add the following provision:

**Pursuant to authority granted by Minnesota Statutes Section 462.3593, Subd. 9, the City of Mayer opts-out of the requirements of Minnesota Statutes Section 462.3593, which defines and regulates Temporary Family Care Dwellings.**

**Section 3. Effective Date.** This ordinance shall be effective immediately upon its passage and publication.

Passed and adopted by the City Council of the City of Mayer this 22<sup>nd</sup> day of August, 2016.

\_\_\_\_\_  
Gerald W. Thomas, Mayor

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

**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** August 22, 2016  
**Item Name:** Approval of Resolution 8-22-2016-27 Approving the Contract for Property Assessment Services for 2017.  
**Originating Department:** Administration  
**Presented by:** Luayn Ruch-Hammond

**Previous Council Action (if any):**

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

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

A motion approving resolution 8-22-2016-27 Approving the Contract for Property Assessment Services with Carver County Assessor for 2017.

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

The City of Mayer has an responsibility to assess the value of the real property in the City for tax purposes. The City contracts with Carver County Assessor to conduct assessments of the parcels in the City of Mayer.

Minnesota Statute 273.08 requires that appraisers physically review each property at least every five years. The appraisal interval may be shorter due to review appraisals requested by the owner for an appeal, ongoing new construction, or if the assessor feels that additional property information is needed to improve the assessment process.

Staff is requesting approval of resolution 8-22-2016-27 approving the contract for property assessment services with Carver County Assessor for 2017.

<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>
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<p><b>Approved</b> _____</p> <p><b>Resolution No.</b> _____</p>	<p><b>Denied</b> _____</p>	<p><b>Tabled</b> _____</p> <p><b>Ordinance No.</b> _____</p>	<p><b>Other</b> _____</p>
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**CITY OF MAYER  
RESOLUTION 8-22-2016-27  
APPROVING THE CONTRACT FOR PROPERTY ASSESSMENT SERVICES FOR OLICE SERVICES  
FOR CALENDAR YEAR 2016**

WHEREAS, the City of Mayer (the "City") desires to contract property assessment services with Carver County and the County Assessor's Office; and

WHEREAS, such contracts are authorized by the provisions of Minnesota Statutes, Chapter §273.072 and §471.593; and

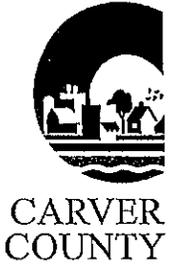
WHEREAS, said contract will be for property assessment services provided during the 2017 calendar year under the terms and the conditions contained within the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor, City Attorney and City Administrator are hereby authorized and directed to execute said Contract on behalf of the City.

Adopted by the City Council of the City of Mayer this 22<sup>nd</sup> day of August, 2016.

\_\_\_\_\_  
Gerald W. Thomas, Mayor

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



**Office of County Assessor**  
Angela Johnson  
Carver County Government Center  
Administration Building  
600 East Fourth Street  
Chaska, Minnesota 55318-2102  
Phone: (952) 361-1960  
Fax: (952) 361-1959

August 2, 2016

City of Mayer  
Lois Maetzold  
413 Bluejay Avenue  
P.O. Box 102  
Mayer, MN 55360-0102

RE: 2017 Service Agreement for Joint Assessment

Lois Maetzold:

Enclosed you will find the Service Agreement for Joint Assessment for 2017. Please have all respective personnel review the contract and sign where indicated. Please have the signed document returned to the Carver County Assessor's Office by **September 15, 2016**.

If you have any questions regarding the Service Agreement contact our office at 952 361-1960.

Thank you in advance for your prompt attention to this matter.

Regards,

Angela Johnson  
Carver County Assessor  
600 East Fourth Street  
Chaska, MN 55318

## SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and City of Mayer, 413 Bluejay Avenue, P.O. Box 102, Mayer, MN 55360-0102, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor's Office; and

WHEREAS, Minn.Stat.§ 273.072 and Minn.Stat.§ 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2017. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of twelve dollars and fifty cents (\$12.50) per residential valuation, thirteen dollars and no cents (\$13.00) per agricultural valuation, and fourteen dollars and no cents (\$14.00) per commercial/industrial valuation (for the assessment of January 2, 2017) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15<sup>th</sup> of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data developed, maintained or received by the Town under this agreement may be released to

the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

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

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

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

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

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

- 9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized

representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- 10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

- 11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town's default is excused by the County, the County may, upon written notice to the Town's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
Mayer	Angela Johnson
Lois Maetzold	Carver County Assessor
413 Bluejay Avenue	600 E 4 <sup>th</sup> Street Chaska MN 55318
P.O. Box 102	ajohnson@co.carver.mn.us
Mayer, MN 55360-0102	

- 12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City/Township of Mayer has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2016\_\_.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2016\_\_.

CITY/TOWNSHIP OF Mayer

COUNTY OF CARVER

By: \_\_\_\_\_  
Chairperson/Mayor

By: \_\_\_\_\_  
James Ische, Chairperson  
Board of Commissioners

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

Attest: \_\_\_\_\_  
Dave Hemze/County Admin.

And: \_\_\_\_\_  
Angela Johnson  
County Assessor

Approved as to form:

\_\_\_\_\_  
City Attorney/ Date

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney/Date

**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** August 22, 2016  
**Item Name:** Park Board Decision  
**Originating Department:** Administration  
**Presented by:** Luayn Ruch-Hammond

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

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

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*  
 Park Board has decided that they do not have a use for the public works building. They have completed research and have found that it would be more cost effective to demolish the current structure instead of trying to retrofit it for a park shelter.  
 Public works does have an interest in moving the old building to the new site. Staff have contacted a mover and an estimate of \$6,500 - \$7,500 was given for moving of the building. If Council wants to further explore moving of the building staff would research all costs with moving and relocating of the old building.  
 Staff is requesting direction on the old public works building.

<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>_____</p> <p>Other _____</p>
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<p><b>Approved</b> _____</p> <p><b>Resolution No.</b> _____</p>	<p><b>Denied</b> _____</p>	<p><b>Tabled</b> _____</p> <p><b>Ordinance No.</b> _____</p>	<p><b>Other</b> _____</p>
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**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		August 22, 2016			
<b>Item Name:</b>		ESRI Agreement			
<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 the authorization of the Mayor's signature on the authorized entity acknowledgement statement.					
<b>EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)</b>					
<p>City Council had instructed staff to consult with Carver County for GIS services. The City will need to sign the authorized entity acknowledgement statement. Attached is the authorized entity acknowledgement statement and the complete document that Carver County signs. Annual cost for 2017 to the City will be \$1,014.29 and \$450 for the imagery. For 2016 the amount will be prorated based on the signing of the agreement. Staff is requesting Council authorization of the Mayor's signature on the authorized entity acknowledgement statement.</p>					
<b>FINANCIAL IMPLICATIONS:</b>			<b>ADVISORY BOARD RECOMMENDATIONS:</b>		
Funding Sources & Uses:			Other		
Budget Information:					
_____ Budgeted					
_____ Non Budgeted					
_____ Amendment Required					
Approved	_____	Denied	_____	Tabled	_____
Resolution No.	_____			Ordinance No.	_____
				Other	_____

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Mayer ("Customer"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Mayer  
(Authorized Entity)

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

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

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

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



**REGIONAL GOVERNMENT  
ENTERPRISE LICENSE AGREEMENT  
(E214-RG1 12/07/2012)**

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

This Regional Government Enterprise License Agreement ("ELA") is by and between County of Carver ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of Customer's signature below or, if no date is provided with the signature, the date of Esri's receipt of Customer's order citing this ELA. This ELA grants Customer certain rights to use and Deploy specific Esri Products for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA. This ELA authorizes the entities listed in Exhibit 3 ("Authorized Entity") to use specific Esri Products, provided Authorized Entity signs and returns (executes) the attached Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA. Customer may not Deploy any Enterprise Products to an Authorized Entity until Customer has received the executed the Authorized Entity Acknowledgment Statement and submitted it to Esri.

This ELA incorporates the ELA Quotation by reference and comprises (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), (v) the ELA Quotation, (vi) Exhibit 3—Authorized Entity List, and (vii) Exhibit 4—Authorized Entity Acknowledgment Statement, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), (v) the ELA Quotation, (vi) Exhibit 3—Authorized Entity List, and (vii) Exhibit 4—Authorized Entity Acknowledgment Statement. In the event Customer orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses. Customer agrees that additional terms and conditions in or with Customer's order or addendum will not apply and that the terms of this ELA will govern.

**ENTERPRISE PRODUCT SCHEDULE**

**Unlimited Quantities**

**Desktop Software and Extensions**

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

**Server Software and Extensions**

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

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime Standard  
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

**Limited Quantities**

One (1) Annual Subscription to Esri Developer Network (EDN) Standard\*  
One (1) Esri CityEngine Advanced Single Use License  
One (1) Esri CityEngine Advanced Concurrent Use License  
One (1) ArcGIS Online Subscription\* as provided in Other Benefits section

**OTHER BENEFITS**

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	<b>Level 4</b>
Number of Esri International User Conference Registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk Individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested**	<b>2</b>
Virtual Campus Annual User License allowance	<b>10,000</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)	

\*ELA Maintenance is not provided for these items.

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

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Products listed on the schedule above. Except as provided in Section 9.1 Future Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Customer may accept this ELA by signing and returning it to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mailing it to [service@esri.com](mailto:service@esri.com); or faxing it to 909-307-3083. ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDER WILL NOT APPLY AND THE TERMS OF THIS ELA WILL GOVERN.



**Quotation # 20442487**

Date: February 12, 2014

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.  
880 Blue Gentian Rd, Ste 200  
St. Paul, MN 55121-1596  
Phone: (651) 454-0600 Fax: (651) 454-0705  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 13099 Contract #

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

To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 02/12/2014 To: 05/13/2014

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

Material	Qty	Description	Unit Price	Total
110037	1	Carver Region Term Enterprise License Agreement - YEAR ONE	84,000.00	84,000.00
115573	1	ArcPad: Carver Region Enterprise License Agreement - YEAR ONE	1,000.00	1,000.00
110037	1	Carver Region Term Enterprise License Agreement - YEAR TWO	84,000.00	84,000.00
115573	1	ArcPad: Carver Region Enterprise License Agreement - YEAR TWO	1,000.00	1,000.00
110037	1	Carver Region Term Enterprise License Agreement - YEAR THREE	84,000.00	84,000.00
115573	1	ArcPad: Carver Region Enterprise License Agreement - YEAR THREE	1,000.00	1,000.00
			Item Total:	255,000.00
			Subtotal:	255,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			<b>Total:</b>	<b>\$255,000.00</b>

\* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Sam Klimoski	Email: <a href="mailto:sklimoski@esri.com">sklimoski@esri.com</a>	Phone: (651) 454-0600 x8365
Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.		
<b>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</b>		

ACCEPTED AND AGREED:

County of Carver \_\_\_\_\_  
(Customer)

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

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

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

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

Esri EIN Number: 95-2775732

Customer Contact Information

Contact Name: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

ELA Quotation Number: \_\_\_\_\_

Esri Contract Number: \_\_\_\_\_

## ELA TERMS AND CONDITIONS

### ARTICLE 1—DEFINITIONS

**Definitions.** The terms used are defined as follows:

- "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing ASP Solutions, for example, by charging a subscription, service, or transaction fee or by generating more than incidental advertising revenue.
- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Products (and related Authorization Codes) or its having been redistributed by Customer and installed by Licensee on Licensee's hardware.
- "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- "Documentation" means all user reference documentation that is delivered with the Software or, if delivered via download, that is delivered from the Software setup or installation program.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Customer for the Enterprise Products.
- "ELA Quotation" means the Esri quote form provided to Customer for the Regional Government ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Products" means the Products identified in the Enterprise Product Schedule on page 1 of this ELA.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Products provided to Licensee by Esri under this ELA.
- "Licensee" means Customer and Authorized Entity. For avoidance of doubt, the definition of Licensee will not include consultants or contractors.
- "Online Services" means any Internet-based geospatial system, including applications and associated APIs, hosted by Esri or its licensors for storing, managing, publishing, and using maps, data, and other information.
- "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Products.
- "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are

consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Exhibit 1 (also available at <http://www.esri.com/legal>).

- "Software" means the actual copy of all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies as identified in Exhibit 1.
- "Technical Support" means a process to attempt to resolve reported incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License(s)" means license(s) or access provided for use of a Product during a fixed or limited time period ("Term") or on a subscription or transaction basis concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Customer point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the incident cannot be resolved through Tier 1 Support.

### ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Products are licensed and not sold. Esri and its licensors own the Enterprise Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Online Services.

### ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License to Customer.** Subject to the terms and conditions of this ELA, Esri grants to Customer a personal, nonexclusive, nontransferable Term License solely to

- a. Use, copy, and Deploy quantities of Enterprise Products as defined in the Enterprise Product Schedule of this ELA for Customer's own internal use for a term concurrent with this ELA.
- b. Deploy licenses listed under Limited Quantities for internal use to either Customer or an Authorized Entity for the term of this ELA.
- c. Access and use any secure Esri website resources made available to Customer for Customer's internal use, provided that Customer follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.
- d. Only Deploy Enterprise Products to an Authorized Entity that has signed the Authorized Entity Acknowledgment Statement and has provided a copy to Esri.
- e. Use Enterprise Products in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

Exhibit 1 applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—

Scope of Use (E300) and are also available at <http://www.esri.com/legal/>.

- a. *Software*. Terms of use for specific Software products are set forth in Addendum 1.
- b. *Data*. Data terms of use are set forth in Addendum 2.
- c. *Online Services*. Terms of use for Online Services are set forth in Addendum 3.
- d. *Limited Use Programs*. Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4. Note: This Addendum 4 does not apply to this ELA.

**3.2 Grant of License to Authorized Entity.** Subject to the terms and conditions of this ELA, Esri grants to each Authorized Entity a limited-term, personal, nonexclusive, nontransferable Term License solely to

- a. Receive and use Deployed quantities (provided by Customer) of the Enterprise Products as defined in the Enterprise Product Schedule of this ELA for Licensee's own internal use for a term concurrent with this ELA;
- b. Access and use any secure Esri website resources made available to Licensee for Licensee's internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information; and
- c. Use Enterprise Products in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

**3.3 Consultant Access.** Subject to Section 3.1 or 3.2, Licensee may provide access to and use of the Enterprise Products to any consultant or contractor of Licensee, provided consultant and contractor use of Enterprise Products is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Products from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Products from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultants and contractors to discontinue access to and use of Enterprise Products upon completion of work for Licensee.

## ARTICLE 4—SCOPE OF USE

### 4.1 Permitted Uses

- a. For Enterprise Products delivered, Licensee may
  - (1) Install and store selected Enterprise Products on electronic storage device(s);
  - (2) Make archival copies and routine computer backups;
  - (3) Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the Deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Enterprise Products in the aggregate than Licensee's total licensed quantity;
  - (4) Move the Software in the licensed configuration to a replacement computer; and
  - (5) Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.

- b. *Commercial Application Service Provider Use*. Provided that Licensee (i) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit or (ii) acquires a Commercial ASP Use subscription license, Licensee may use the Software for Commercial ASP Use. However, Licensee may not provide third parties with direct access to Esri Software so that the third parties may use the Software directly, develop their own GIS applications, or create their own solutions in conjunction with the Software.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensor(s). All rights reserved."
- e. *Font Components*. While the Software is running, Licensee may use its fonts to display and print content. Licensee may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.

### 4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Enterprise Products;
- b. Act as a service bureau or commercial application service provider (Commercial ASP);
- c. Use Enterprise Products for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service);
- d. Redistribute the Enterprise Products to unauthorized third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- e. Redistribute Authorization Codes;
- f. Reverse engineer, decompile, or disassemble Enterprise Products;
- g. Make any attempt to circumvent the technological measure(s) that controls access to or use of Enterprise Products;
- h. Store, use, upload, or transmit content or otherwise use Enterprise Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- i. Remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices and/or legends contained in or affixed to any Enterprise Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;

- j. Unbundle or independently use individual or component parts of the Enterprise Products;
- k. Allow Authorized Entity to Deploy any Enterprise Products;
- l. Add a new or additional Authorized Entity as an ELA participant or Licensee without the express prior written approval of Esri. Addition of an Authorized Entity may result in an increase in the ELA Fee;
- m. Incorporate any portion of the Enterprise Products into a product or service that competes with the Enterprise Products; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Enterprise Products in a manner that would subject such code or any part of the Enterprise Products to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

#### ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

**5.1 Term.** The Term of this ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Products Deployed shall be concurrent with the Term of this ELA. No indefinite or perpetual license grants are provided with this ELA.

**5.2 Termination for Lack of Funds.** Esri or Customer may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Customer to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

**5.3 Termination for a Material Breach.** Esri or Customer may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

**5.4 No Use upon Expiration or Termination.** Upon expiration or termination of this ELA, the right to use all Enterprise Products Deployed shall terminate. Licensee shall (i) cease access and use of affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modifications or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

**5.5 Termination of an Individual Authorized Entity.** Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this ELA with Customer. The breaching Authorized Entity will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of Authorized Entity, any licenses for Deployments provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this ELA, including enforcement of the ELA with respect to such Authorized Entity. There will be no reduction in the ELA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this ELA.

**5.6 Termination by Authorized Entity.** If an Authorized Entity no longer desires to participate in this ELA, Authorized Entity may

terminate; however, there will be no decrease in the ELA Fee as a result.

#### ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

**6.1 Limited Warranties.** Except as otherwise provided in this Article 6, Esri warrants, for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services, that (i) the unmodified Software and Online Services will substantially conform to the published Documentation under normal use and service and (ii) the media upon which the Software is provided will be free from defects in materials and workmanship.

**6.2 Special Disclaimer.** DATA, SAMPLES, PATCHES, UPGRADES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND HOT FIXES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

**6.3 Internet Disclaimer.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE ONLINE SERVICES.

**6.4 General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT THAT THE ENTERPRISE PRODUCTS WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ENTERPRISE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

**6.5 Exclusive Remedy.** Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for the Software or Online Services subject to the Esri Maintenance Program as applicable; or (iii) return of the license fees paid by Customer for the Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software or Documentation, ceases using Online Services, and executes and delivers evidence of such actions to Esri.

#### ARTICLE 7—LIMITATION OF LIABILITY

**7.1 Disclaimer of Certain Types of Liability.** ESRI AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS;

LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF ENTERPRISE PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**7.2 General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR ENTERPRISE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

**7.3 Applicability of Disclaimers and Limitations.** The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

#### ARTICLE 8—INFRINGEMENT INDEMNITY

**8.1** Esri shall defend, indemnify, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees that Licensee incurs as a result of any claims, actions, or demands by a third party alleging that Licensee's licensed use of Software or Online Services infringes a US patent, copyright, or trademark provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

**8.2** If the Software or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of the Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and to refund a portion of the ELA fees paid by Customer in the current fee payment period. The refund will be calculated for the time

remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

**8.3** Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications are provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

**8.4** THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

#### ARTICLE 9—GENERAL PROVISIONS

**9.1 Future Updates.** Esri reserves the right to update the Regional Government Enterprise Products program suite. Licensee may continue to use all Enterprise Products that have been Deployed during the Term, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Enterprise Product Schedule at no additional charge. New or updated Enterprise Products may require additional or revised terms and conditions. The terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at [www.esri.com/legal](http://www.esri.com/legal). The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Products. Should Customer reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Products.

**9.2 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, or release Enterprise Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

**9.3 Taxes and Fees.** License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs. Sales or use taxes for the fees quoted are as required by law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on Licensee's invoice unless Licensee provides proof with its order that its organization or use of the product is tax exempt.

**9.4 No Implied Waivers.** The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.5 Severability.** The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**9.6 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding on the respective successors and assigns of the parties to this ELA.

**9.7 Survival of Terms.** The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

**9.8 Equitable Relief.** The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

**9.9 Governing Law.** This ELA shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

**9.10 Patents.** Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are part of any claim or preferred embodiment in a patent or similar application.

**9.11 Entire Agreement.** This ELA, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this ELA must be in writing and signed by each party.

## ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Products provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at [www.esri.com/legal](http://www.esri.com/legal)) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Online Services.

### a. Tier 1 Support Provided by Customer

- (1) Customer shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensees' authorized users.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and incidents. Tier 1 Support

analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.

- (5) The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to all Licensees. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Technical Support.
- (6) Tier 1 Help Desk individuals identified by Customer are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Customer may revise named individuals by written notice.

### b. Tier 2 Support Provided by Esri

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

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

- c. No Software other than the defined Enterprise Products will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

## ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 11.1 Orders, Delivery, and Deployment

- a. Customer shall issue an order upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.
- b. Upon receipt of the initial order from Customer, Esri shall authorize download of the Enterprise Products to Customer for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Customer acknowledges that should such taxes become due, Esri has a right to invoice and Customer agrees to pay any such sales or use tax associated with its receipt of tangible media.

- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Customer shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

#### 11.2 Order Requirements

- a. All orders pertaining to this ELA shall be processed through Customer's centralized point of contact.
- b. The following information shall be included in each order (or Ordering Document):
  - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due
  - (4) On the face page of an order (or Ordering Document), a reference to this ELA and the following statement: "THIS ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI REGIONAL GOVERNMENT ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE ORDER WILL NOT APPLY."

#### ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of this ELA, Esri may publicize the existence of this ELA.

#### ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

**13.1 OEM Licenses.** If Licensee obtains Software, Data, Online Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Online Services as Enterprise Products under this ELA. In addition, such Software, Data, Online Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

**13.2 Product Obsolescence.** During the term of this ELA, some Enterprise Product items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Products that have been Deployed for the term of this ELA, but updates for such obsolete Enterprise Products may not be available. Esri's Product Life Cycle Support Policy, available at [help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf](http://help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf), defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles>.

**13.3 Renewal.** Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and conditions and pricing then in effect and based on Licensee's then-current population count.

**13.4 Annual Report of Deployments.** At each anniversary date and ninety (90) days prior to the expiration date of this ELA, Licensee shall provide a written report to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

#### ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Customer orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses.

**EXHIBIT 1**  
**SCOPE OF USE**



**EXHIBIT 1  
SCOPE OF USE  
(E300 12/07/2012)**

**ADDENDUM 1  
SOFTWARE TERMS OF USE  
(E300-1)**

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting terms of the License Agreement.

**SECTION 1—DEFINITIONS**

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired, including the right to run passive failover instances of Concurrent Use License software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
3. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
5. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables Licensee to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
6. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

## SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

<p><b>Desktop</b></p> <ul style="list-style-type: none"><li>▪ Address Coder (22; <a href="#">Addendum 2, Note 7</a>)</li><li>▪ ArcExplorer—Java and Windows Editions (20; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li><li>▪ ArcGIS Explorer Desktop (20; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ ArcGIS for AutoCAD (20)</li><li>▪ ArcLogistics<ul style="list-style-type: none"><li>– Desktop (<a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 2</a>)</li><li>– Using ArcGIS Online (20; 46; <a href="#">Addendum 2, Note 1</a>)</li><li>– Using ArcGIS for Server (20; 46; <a href="#">Addendum 2, Note 1</a>)</li><li>– Navigator (46; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 2</a>)</li></ul></li><li>▪ ArcPad (12; 13; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 2</a>)</li><li>▪ ArcReader (20; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ ArcView 3.x and Extensions (17)</li><li>▪ Esri Business Analyst (<a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li><li>▪ Esri Maps for Office (<a href="#">Addendum 2, Note 1</a>)</li><li>▪ Sourcebook•America (20; <a href="#">Addendum 2, Note 8</a>)</li><li>▪ ArcGIS for Windows Mobile (15; 54; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (<a href="#">Addendum 2, Note 1</a>)</li></ul> <p><b>Server</b></p> <ul style="list-style-type: none"><li>▪ ArcGIS for Server<ul style="list-style-type: none"><li>– Workgroup (8; 9; 28; 29; 30; 32; 38; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li><li>– Enterprise (8; 9; 27; 31; 38; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li><li>– Cloud Bundle (10; <a href="#">Addendum 3—Common Terms</a>)</li></ul></li><li>▪ ArcGIS for Server Extensions<ul style="list-style-type: none"><li>– ArcGIS for INSPIRE (8; <a href="#">Addendum 2, Note 1</a>)</li></ul></li></ul>	<ul style="list-style-type: none"><li>▪ Esri Business Analyst Server<ul style="list-style-type: none"><li>– Workgroup (8; 9; 28; 29; 30; 31; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li><li>– Enterprise (8; 9; 27; 31; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li></ul></li><li>▪ Portal for ArcGIS (31; 61; 62; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri Tracking Server (31)</li><li>▪ Esri Maps for IBM Cognos (53)</li><li>▪ Esri Maps for SharePoint (<a href="#">Addendum 2, Note 1</a>)</li></ul> <p><b>Developer Tools</b></p> <ul style="list-style-type: none"><li>▪ ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ ArcGIS Engine Developer Kit and Extensions (16, 22, 26)</li><li>▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li><li>▪ ArcGIS for Windows Mobile Deployments (15; 54; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ ArcGIS Runtime (18; 59; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ ArcGIS Runtime SDK (16; 60; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri Business Analyst Server Developer (<a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li><li>▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li><li>▪ Esri File Geodatabase API (47)</li></ul> <p><b>Bundled Products</b></p> <ul style="list-style-type: none"><li>▪ ArcGIS for Transportation Analytics (1; <a href="#">Addendum 2, Note 2</a>; <a href="#">Addendum 2, Note 11</a>)</li></ul>
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### Notes

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**ADDENDUM 2  
DATA TERMS OF USE  
(E300-2)**

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Notes

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  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).

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  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
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  - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
  - c. NAVTEQ traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
  - d. NAVTEQ traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast or through any RDS delivery method.
  - e. NAVTEQ traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
  - f. NAVTEQ traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of NAVTEQ traffic data.

**ADDENDUM 3  
ONLINE SERVICES ADDENDUM  
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

**SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES**

**ARTICLE 1—DEFINITIONS**

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" means individuals that do not qualify as Named Users but have limited access to Online Services.
- b. "API" means application programming interface.
- c. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- d. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- e. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- f. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for Education Plan accounts, registered students; whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords. Named Users have access to features of Online Services that are not accessible to Anonymous Users. Named Users' access to features of Online Services may be constrained by Named Users type as defined for specific Online Services and as described in the applicable Ordering Document or other product documentation.
- g. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- h. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- i. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any applications Licensee builds with Developer Tools and deploy with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- j. "Value-Added Application" means an application developed using the Developer Tools and Online Services as enabled through Licensee's use of Online Services and that includes functions or features that do not expose native Online Services directly to Licensee's end users. Licensee is prohibited from exposing native Online Service capabilities substantially similar or equivalent to those provided to Licensee by Esri.
- k. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

**ARTICLE 2—USE OF ONLINE SERVICES**

**2.1 License to Online Services.** Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

**2.2 Provision of Subscription Online Services.** For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

**2.3 Licensee's Responsibilities.** Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

**2.4 Prohibited Uses of the Online Services.** In addition to the prohibited uses under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services.

**2.5 Evaluations.** Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

**2.6 Modifications of Online Services.** Esri reserves the right to alter, modify, deprecate, or discontinue Online Services and related APIs at any time. If reasonable under the circumstances, Esri will provide prior notice of any material alterations. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

**2.7 Attributions.** Licensee is not permitted to remove any Esri or its licensors' logos or other attribution associated with any use of ArcGIS Online Services.

## **ARTICLE 3—TERM AND TERMINATION**

The following supplements Article 5—Term and Termination of the License Agreement:

**3.1 Term of Subscriptions.** The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

**3.2 Subscription Rate Changes.** Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

**3.3 Service Interruption.** Licensee's access (including access on behalf of Licensee's customers) to and use of Online Services may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

**3.4 Service Suspension.** Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement, exceeds Licensee's usage limits, and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (b) if there is reason to believe that Licensee's use of Online Services will adversely affect the integrity, functionality, or usability of the Online Services or that Esri and its licensors may incur liability by not suspending Licensee's account; (c) for scheduled downtime to conduct maintenance or make modifications to Online Services; (d) in the event of a threat or attack on Online Services (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (e) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If warranted under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

**3.5** Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

#### **ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK**

**4.1 Licensee's Content.** Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and its licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

**4.2 Removal of Licensee's Content.** Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at [http://www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**4.3 Sharing Licensee's Content.** Online Services and ArcGIS Website include publishing capabilities that allow Licensee to make Licensee's Content available to third parties ("Sharing Tools"). Licensee hereby grants to any third parties with whom Licensee elects to share Licensee's Content using such Sharing Tools the right and license to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services subject to any terms of use and access restrictions that Licensee provides with Licensee's Content. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM LICENSEE'S NAMED USERS' MISUSE OF SUCH SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SUCH SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

**4.4 Retrieving Licensee's Content upon Termination.** Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

#### **ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS**

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

#### **ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES**

**6.1 Online Content.** ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

**6.2 Third-Party Content and Websites.** Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

#### **ARTICLE 7—LICENSEE'S WARRANTIES**

Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

## SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

<ul style="list-style-type: none"><li>▪ ArcGIS Online (1; 2; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 6</u>)</li><li>▪ Business Analyst Online (3; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li><li>▪ Business Analyst Online Mobile (3; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li><li>▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li></ul>	<ul style="list-style-type: none"><li>▪ Community Analyst (3; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li><li>▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li><li>▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 4</u>)</li><li>▪ Redistricting Online (2; <u>Addendum 2, Note 1</u>)</li><li>▪ MapStudio (2a; 4; <u>Addendum 2, Note 1</u>; <u>Addendum 2, Note 9</u>)</li></ul>
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### Notes

1. In addition to the common terms of use of Online Services:
  - a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s) using the ArcGIS Online Development Tools and Services enabled through Licensee's ArcGIS Online Plan account for Licensee's internal use.
  - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
    - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
    - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
    - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
    - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
    - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
    - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
  - c. For ArcGIS Online ELA and Organization Plan accounts:
    - i. Licensee is also permitted to:
      - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
      - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
        - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
        - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
        - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.

- (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online Organization accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or Organization Plan account.
- e. ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
    - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
  - ii. Public Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online Organization, Education, NGO/NPO, or ELA Plans.
- f. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
  - This restriction does not apply to education institutions that are permitted to license ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- g. The terms "Online ELA account," "Organization Plan account," "Public Plan account," and "Education Plan" account refer to different types of ArcGIS Online accounts.
2. Terms of Use for ArcGIS Online Content and Task Services:
- a. The following ArcGIS Online Content and Task Services are not subject to ArcGIS Online Organization Plan fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.
    - i. *Map Services, Imagery Services, and Geometry Services*: Licensee may put these services to any use consistent with these terms of use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at <http://links.esri.com/agol/transactiondef>.
    - ii. *Standard Task Services (available at <http://tasks.arcgisonline.com>)*: Licensee may put these services to any use consistent with these terms of use, subject to the following:
      - *Standard Geocoding Services*: Licensee may use these services for search capabilities only, and results may not be stored for later use. Whenever results are stored for later use, a subscription is required.
      - *Standard Routing Services*: Licensee is subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.
    - iii. *Subscription Task Services (available at <http://premiumtasks.arcgisonline.com>)*: Upon Licensee's payment to Esri of the applicable fee(s), Licensee may put these services to any use consistent with these terms of use. Licensee may store results for later use.

- iv. *Sample Services*: Licensee may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.

The following ArcGIS Online Service is subject to ArcGIS Online Organization Plan fee-based Service Credit consumption usage:

*ArcGIS Online World Geocoding Service (available at <http://geocode.arcgis.com>):* Licensee may use this service for search capabilities at no cost, but results may not be stored for later use. Upon Licensee's payment for an ArcGIS Online subscription or Service Credits, Licensee may batch geocode and store results for later use.

3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in Addendum 2, Note 1.
5. Licensee may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's software or web applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

**ADDENDUM 4**  
**LIMITED USE PROGRAMS**  
**(E300-4)**

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none"><li>▪ Educational Programs (1)</li><li>▪ Grant Programs (2)</li></ul>	<ul style="list-style-type: none"><li>▪ Home Use Program (3)</li><li>▪ Other Esri Limited Use Programs (4)</li></ul>
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*

- a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
- b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "Noncommercial" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
- c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.

4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

**EXHIBIT 2  
TRAINING ADDENDUM**



EXHIBIT 2  
TRAINING ADDENDUM  
(E207SET 12/06/2012)

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

**ARTICLE 1—TRAINING DESCRIPTION**

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

**ARTICLE 2—ESRI'S RESPONSIBILITIES**

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

**ARTICLE 3—LICENSEE'S RESPONSIBILITIES**

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's

participation due to US government export regulation requirements, course scheduling changes, or cancellations.

- Licensee must provide written notice to Esri's Customer Service at [service@esri.com](mailto:service@esri.com) of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.

**ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY**

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

**ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE**

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.
- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.

- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

**ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE**

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

**ARTICLE 7—WARRANTY**

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 **Disclaimer of Warranties.** WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

**ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY**

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**ARTICLE 9—UCC INAPPLICABILITY**

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

**EXHIBIT 3**  
**AUTHORIZED ENTITY LIST**

1. Authorized Entity Name: City of Carver  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

2. Authorized Entity Name: City of Chanhassen  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

3. Authorized Entity Name: City of Chaska  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

4. Authorized Entity Name: City of Cologne  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

5. Authorized Entity Name: City of Hamburg  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

6. Authorized Entity Name: City of Mayer  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

7. Authorized Entity Name: City of New Germany  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8. Authorized Entity Name: City of Norwood Young America  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

9. Authorized Entity Name: City of Victoria  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

10. Authorized Entity Name: City of Waconia  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

11. Authorized Entity Name: City of Watertown  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Carver ("**Customer**"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Carver  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("**Esri**"), 380 New York Street, Redlands, California 92373-8100, and City of Chanhassen ("**Customer**"), have entered into a Regional Government Enterprise License Agreement ("**ELA**") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Chanhassen  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("**Esri**"), 380 New York Street, Redlands, California 92373-8100, and City of Chaska ("**Customer**"), have entered into a Regional Government Enterprise License Agreement ("**ELA**") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Chaska  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Cologne ("Customer"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Cologne  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Hamburg ("Customer"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Hamburg  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Mayer ("Customer"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Mayer  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("**Esri**"), 380 New York Street, Redlands, California 92373-8100, and City of New Germany ("**Customer**"), have entered into a Regional Government Enterprise License Agreement ("**ELA**") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of New Germany  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Norwood Young America ("Customer"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Norwood Young America  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Victoria ("Customer"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Victoria  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("**Esri**"), 380 New York Street, Redlands, California 92373-8100, and City of Waconia ("**Customer**"), have entered into a Regional Government Enterprise License Agreement ("**ELA**") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Waconia  
(Authorized Entity)

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

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

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

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

**EXHIBIT 4**  
**AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT**

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

Environmental Systems Research Institute, Inc. ("Esri"), 380 New York Street, Redlands, California 92373-8100, and City of Watertown ("Customer"), have entered into a Regional Government Enterprise License Agreement ("ELA") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

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

ACCEPTED AND AGREED:

City of Watertown  
(Authorized Entity)

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

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

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

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