



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, AUGUST 27, 2018
6:30 PM**

AGENDA

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
 - A. Minutes
 1. August 13, 2018 City Council Meeting Minutes
 2. August 13, 2018 City Council Workshop Meeting Minutes
 - B. Claims
 - C. Temporary 1-4 Day On-Sale Liquor License – Mayer Lutheran High School
 - D. Fire Department Donation – Resolution 8-27-18-21
 - E. Adopt a Park Application – Lion’s Club – West Ridge Park
 - F. Road Closure – Zion Sunday School – 2nd Street – Resolution 8-27-18-22
 - G. MN Services Cleaning Contract
 - H. Reports
 1. Administrator
 2. Public Works
 3. Engineering
 4. Fire Department
 5. Sheriff’s Department
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 - A. Personnel
 1. Administrative Study
 2. McCallum- Hamline University – Economic Development Certificate
 - B. Administrative

1. Hoese Wetland Approval – Resolution 8-27-18-24
2. 2nd Street Construction Traffic
3. Kids Company Lease
4. Consider Resolution Ordering Publication of Notice of Intent to Consider Issuing Cable Franchise – Resolution 8-27-18-23

C. Planning and Zoning

1. Comprehensive Plan
2. Comprehensive Plan Grant Agreement Amendment – Metropolitan Council
3. Text Amendment to Ordinance 215 – Land Usage - Ordinance 223

D. Engineering

1. Crosswalks
2. Water CIP
3. Pavement Management Plan

E. Park Commission

1. West Ridge Park Amenities – Update
2. Old School House Park – Playground Curbing

F. Fire Department

1. Purchase of Equipment

7. City Council Reports

8. Other Business

9. Upcoming Meetings & Events

- September 4, 2018 – Planning and Zoning Commission Meeting
September 10, 2018 – City Council Meeting
September 10, 2018 – Budget Workshop Meeting
September 11, 2018 – Park Commission Meeting

10. For Your Information

- August 20, 2018 Personnel Committee Meeting Minutes
August 24, 2018 Park Commission Meeting Minutes

11. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – AUGUST 13, 2018

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

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

ABSENT:

STAFF: City Administrator McCallum, City Engineer Martini, Public Works Kuntz, and Deputy Clerk Gildemeister

ALSO PRESENT: Mark, Metz, Don Wachholz, Ivan Raconteur, Kaye Timmers

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member McNeilly to approve the agenda as presented. Motion Carried 5/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Butterfield to approve the Consent Agenda with the removal of 2019 Carver County Attorney Prosecutor Contract from Consent Agenda and added to Regular Council Meeting for discussion. Motion Carried 5/0.

1. Approve the Minutes of the July 23, 2018 Regular Council Meeting.
2. Approve the Minutes of the July 23, 2018 Council Workshop Meeting.
3. Approve the Minutes of the July 24, 2018 Special Council Meeting.
4. Approve the Minutes of the July 30, 2018 Special Council Meeting.
5. Approve the Minutes of the August 6, 2018 Special Council Meeting.
6. Approve Claims for the Month of August 2018. Check numbers: 21691 to 21724
7. Approve the Hiring of Jason Hilgers for the Public Works Position.
8. Acknowledge the 1st and 2nd Quarter Building Reports.

CITY ADMINISTRATOR

1. **Approve 2019 Carver County Attorney Prosecutor Contract**—Mart Metz, Carver County Attorney, presented an informational packet to the Council with the breakdown of costs proposed for 2019. A MOTION to Approve 2019 Carver County Attorney Prosecutor Contract was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 5/0.
2. **Financial and Investment Quarterly Report** – City Administrator McCallum presented the 2nd Quarter Financial and Investment Report from Abdo, Eick, & Meyers, LLP. AEM took a close look at the activity in all funds and reconciled all bank accounts through June 30, 2018.

The Report shows the City’s cash and investment balances are as follows:

Checking and Savings	\$1,098,365
Investments	<u>\$4,248,930</u>
Total	\$5,347,295

Investment Type

Checking and Savings	\$1,098,365
Money Market	\$371,142
Negotiable CD’s	<u>\$3,877,788</u>

Total \$5,347,295

Council had additional questions on page 34 of the report and requested City Administrator get clarification from AEM. Council also noted that the expenditures to AEM were \$25,000 more than budgeted. Council directed City Administrator to acquire a breakdown of these costs and schedule a Workshop Meeting to discuss the City's Investment. Council appreciated the City Administrator's report.

3. **Discussion on Speed Limit Monitor on County Road 30 and Highway 25** – Council continued to discuss the need to control the speed limit at the crosswalk on County Road 30 and Highway 25. After much discussion, Council directed Staff to acquire pricing on pole speed signs. City Engineer, Dave Martini, recommended placing signs at the crosswalk on County Road 30 and Highway 25 and work with MNdot on the crosswalk on Highway 25 and 4th Street. Council agreed, in the meantime, to put in place additional enforcement at the crosswalk on County Road 30 and Highway 25. Council would like Deputy Sheriff Stahlke to attend the next Council Meeting and have a discussion about enforcement of the crosswalk.

COUNCIL REPORTS

- None

OTHER BUSINESS

- None

ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden to adjourn the meeting at 7:20 p.m. Motion Carried 5/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL BUDGET WORK SESSION MINUTES – AUGUST 13, 2018

Call Work Session to order at 7:56 p.m. by Mayor Dodge.

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

ABSENT: None

STAFF: City Administrator McCallum, City Engineer Martini, Public Works Kuntz, Fire Chief Maetzold, and Deputy Clerk Gildemeister

ALSO PRESENT: Ivan Racanteur, Don Wachholz

- 1. **Discussion on Long Range Financial Plan/Capital Improvement Plans:** Council reviewed CIP's for the Fire Department, Public Works, and Parks.
 - a. **Fire Department Preliminary CIP** – Council would like to see a separate line item set up to transfer funds into instead of acquiring a bond for future improvements. Council directed Staff to sit down with Fire Chief and discuss how to save these funds.
 - b. **Public Works Department Preliminary CIP** – Staff distributed information on a Seal coating and Mill and Overlay plan for the next ten years. The estimated cost for City street improvement is approximately \$5,000,000. Council will continue to discuss options for this CIP.
 - c. **Parks Department Preliminary CIP** –Park Board is currently discussing future projects in lieu of the discussion to not build the Park Shelter at Old School House Park. Park Board's future projects include and ice rink, basket ball court, and archery range. Staff stated that the purchasing of the playground equipment for Meadow Park is on hold due to a miscommunication with the quote and is working on getting clarification. Council directed Staff to schedule a Joint Council Meeting.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:58 p.m.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

*Claim Register©

08/27/18 PAY

August 2018

Claim Type	Direct				
Claim#	12247	AEM FINANCIAL SOLUTIONS LLC			
Cash Payment	E 100-41000-301	Auditing and Acct g Serv	2ND QTR REPORTING SERVICES		\$1,500.00
	Invoice	403802			
Transaction Date	8/21/2018	Security Bank	10100	Total	\$1,500.00
Claim Type	Direct				
Claim#	12237	BOLTON MENK INC			
Cash Payment	E 100-41910-300	Professional Svcs	WATER SYSTEM CIP STUDY		\$1,560.00
	Invoice	220777			
Transaction Date	8/20/2018	Security Bank	10100	Total	\$1,560.00
Claim Type	Direct				
Claim#	12240	CARVER COUNTY NEWS			
Cash Payment	E 100-41000-433	Dues and Subscriptions	RENEWAL ONE YEAR		\$35.00
	Invoice				
Transaction Date	8/20/2018	Security Bank	10100	Total	\$35.00
Claim Type	Direct				
Claim#	12241	CARVERLINK			
Cash Payment	E 100-41000-321	Telephone	CITY HALL		\$40.00
	Invoice	2065			
Cash Payment	E 100-42280-321	Telephone	FIRE DEPT		\$40.00
	Invoice	2065			
Cash Payment	E 640-49480-321	Telephone	WWTF		\$40.00
	Invoice	2065			
Cash Payment	E 620-49410-321	Telephone	WTP		\$40.00
	Invoice	2065			
Transaction Date	8/20/2018	Security Bank	10100	Total	\$160.00
Claim Type	Direct				
Claim#	12249	CORE & MAIN			
Cash Payment	E 620-49440-437	Water Meters	WATER METERS		\$6,094.32
	Invoice	J311565			
Cash Payment	E 620-49440-437	Water Meters	RADIOS		\$376.20
	Invoice	J321807			
Transaction Date	8/21/2018	Security Bank	10100	Total	\$6,470.52
Claim Type	Direct				
Claim#	12233	ELECTION SYSTEMS & SOFTWARE			
Cash Payment	E 100-41410-210	Operating Supplies	NEW BARREL KEYS FOR AUTOMARK		\$17.40
	Invoice	1056093			
Transaction Date	8/20/2018	Security Bank	10100	Total	\$17.40
Claim Type	Direct				
Claim#	12248	HACH COMPANY			
Cash Payment	E 620-49410-500	Capital Outlay (GENERAL)	WTP CHEMICALS		\$3,925.66
	Invoice	11097061			
Transaction Date	8/21/2018	Security Bank	10100	Total	\$3,925.66
Claim Type	Direct				
Claim#	12245	JANELL GILDEMEISTER			
Cash Payment	E 100-41410-331	Travel Expenses	360 PRIMARY ELECTION MILEAGE		\$196.20
	Invoice				
Transaction Date	8/21/2018	Security Bank	10100	Total	\$196.20

*Claim Register©

08/27/18 PAY

August 2018

Claim Type	Direct			
Claim#	12264	JERRY WEINZIERL		
Cash Payment	E 100-49505-100 Wages and Salaries	FILL IN HRS AT COMPOST SITE 5/19/18		\$39.00
	Invoice			
Transaction Date	8/22/2018	Security Bank	10100	Total \$39.00

Claim Type	Direct			
Claim#	12263	JUDITH EDHOLM		
Cash Payment	E 100-41400-100 Wages and Salaries	ON CALL OFFICE HELP		\$15.46
	Invoice PR 17			
Cash Payment	E 620-49440-100 Wages and Salaries	ON CALL OFFICE HELP		\$7.72
	Invoice PR 17			
Cash Payment	E 640-49490-100 Wages and Salaries	ON CALL OFFICE HELP		\$7.72
	Invoice PR 17			
Transaction Date	8/22/2018	Security Bank	10100	Total \$39.90

Claim Type	Direct			
Claim#	12239	KJOLHAUG ENVIRON.SERVICES		
Cash Payment	E 650-49500-303 Engineering Fees	MKM MEETING		\$380.00
	Invoice 105419			
Cash Payment	E 650-49500-303 Engineering Fees	SITE VISIT		\$337.21
	Invoice 105420			
Cash Payment	E 650-49500-303 Engineering Fees	NOTICE OF APPLICATION		\$247.50
	Invoice 105421			
Transaction Date	8/20/2018	Security Bank	10100	Total \$964.71

Claim Type	Direct			
Claim#	12242	MAETZOLD HOMES INC		
Cash Payment	R 620-49440-37110 Water Use Charge	UTILITY CREDIT REFUND 320 2ND ST NW		\$9.74
	Invoice			
Cash Payment	R 640-49490-37210 Sewer Use Charge	UTILITY CREDIT REFUND 320 2ND ST NW		\$19.50
	Invoice			
Transaction Date	8/20/2018	Security Bank	10100	Total \$29.24

Claim Type	Direct			
Claim#	12246	MARGARET MCCALLUM		
Cash Payment	E 100-41410-331 Travel Expenses	160 PRIMARY ELECTION 2018		\$87.20
	Invoice			
Transaction Date	8/21/2018	Security Bank	10100	Total \$87.20

Claim Type	Direct			
Claim#	12238	MINI BIFF INC		
Cash Payment	E 100-45000-300 Professional Srvs	CAR SHOWS		\$88.23
	Invoice A-98092			
Transaction Date	8/20/2018	Security Bank	10100	Total \$88.23

Claim Type	Direct			
Claim#	12234	MN DEPT OF HEALTH-DRINKING		
Cash Payment	E 620-49420-430 Miscellaneous (GENERAL)	3RD QTR COMMUNITY WATER SUPPLY		\$1,329.00
	Invoice QTR 3	CONNECTON FEE		
Transaction Date	8/20/2018	Security Bank	10100	Total \$1,329.00

Claim Type	Direct			
Claim#	12244	MOBIL - EXXON/MOBIL		

MAYER, MN
***Claim Register©**
08/27/18 PAY

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August 2018

Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$89.78
	Invoice 138106		
Cash Payment	E 100-43100-212 Motor Fuels	P/W	\$28.48
	Invoice 138568		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$22.52
	Invoice 139796		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$19.27
	Invoice 140933		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$15.16
	Invoice 142477		
Cash Payment	E 100-43100-212 Motor Fuels	P/W	\$49.18
	Invoice 147593		
Cash Payment	E 100-45000-212 Motor Fuels	P/W	\$30.67
	Invoice 147712		
Cash Payment	E 100-42260-212 Motor Fuels	FD	\$60.39
	Invoice 148227		
Cash Payment	E 100-45000-212 Motor Fuels	P/W	\$26.95
	Invoice 148880		
Cash Payment	E 100-43100-212 Motor Fuels	P/W	\$30.96
	Invoice 149040		
Cash Payment	E 100-43100-212 Motor Fuels	PARKS	\$26.64
	Invoice 150154		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$22.87
	Invoice 157934		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$23.30
	Invoice 160525		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$17.78
	Invoice 160847		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$25.65
	Invoice 167358		
Cash Payment	E 100-45000-212 Motor Fuels	PARKS	\$17.56
	Invoice 168470		
Cash Payment	E 100-42260-212 Motor Fuels	FD	\$68.93
	Invoice 175348		
Cash Payment	E 100-42260-212 Motor Fuels	FD	\$57.09
	Invoice 175366		
Cash Payment	E 100-45000-212 Motor Fuels		\$10.86
	Invoice		
Cash Payment	E 100-43100-212 Motor Fuels		\$91.71
	Invoice		
Cash Payment	E 100-45000-212 Motor Fuels		\$24.46
	Invoice		
Cash Payment	E 100-45000-212 Motor Fuels		\$26.41
	Invoice		
Cash Payment	E 100-45000-212 Motor Fuels		\$24.79
	Invoice		
Cash Payment	E 100-43100-212 Motor Fuels		\$87.70
	Invoice		

Transaction Date	8/20/2018	Security Bank	10100	Total	\$899.11
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Claim Type **Direct**

Claim# 12236 PRAIRIE RESTORATION, INC.

***Claim Register©**

08/27/18 PAY

August 2018

Cash Payment E 650-49500-500 Capital Outlay (GENERAL) 2018 WETLAND VEGETATION MANAGEMENT \$6,000.00
Invoice

Transaction Date 8/20/2018 Security Bank 10100 Total \$6,000.00

Claim Type Direct

Claim# 12266 *PREFERRED ONE INS CO*

Cash Payment E 100-41300-131 Employer Paid Health EMPLOYEE BENEFITS \$336.92
Invoice 182290003226

Cash Payment E 100-41400-131 Employer Paid Health EMPLOYEE BENEFITS \$277.42
Invoice 182290003226

Cash Payment E 100-43100-131 Employer Paid Health EMPLOYEE BENEFITS \$147.53
Invoice 182290003226

Cash Payment E 100-45000-131 Employer Paid Health EMPLOYEE BENEFITS \$147.53
Invoice 182290003226

Cash Payment E 620-49440-131 Employer Paid Health EMPLOYEE BENEFITS \$416.79
Invoice 182290003226

Cash Payment E 640-49490-131 Employer Paid Health EMPLOYEE BENEFITS \$416.79
Invoice 182290003226

Transaction Date 8/22/2018 Security Bank 10100 Total \$1,742.98

Claim Type Direct

Claim# 12232 *RATWIK, ROSZAK & MALONEY PA*

Cash Payment E 100-41000-304 Legal Fees PROFESSIONAL SERVICES \$4,717.26
Invoice

Transaction Date 8/20/2018 Security Bank 10100 Total \$4,717.26

Claim Type Direct

Claim# 12235 *UTILITY CONSULTANTS, INC.*

Cash Payment E 640-49480-385 Testing and Lab Services SAMPLES \$1,653.70
Invoice 99178

Cash Payment E 620-49440-215 Samples SAMPLES \$40.00
Invoice 99178

Transaction Date 8/20/2018 Security Bank 10100 Total \$1,693.70

Claim Type Direct

Claim# 12243 *VALERIE PARMLEY*

Cash Payment R 620-49440-37110 Water Use Charge UTILITY CREDIT REFUND 2275 CWC \$5.05
Invoice

Cash Payment R 640-49490-37210 Sewer Use Charge UTILITY CREDIT REFUND 2275 CWC \$10.08
Invoice

Transaction Date 8/20/2018 Security Bank 10100 Total \$15.13

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$31,501.24
Total	\$31,501.24

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number	
Mayer Lutheran High School	1959	9814455	
Address	City	State	Zip Code
305 5TH ST. NE	Mayer	MN	55360
Name of person making application	Business phone	Home phone	
Joel Landstroemer	952-657-2251	952-913-0909	
Date(s) of event	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer		
11-30-2018	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Joel Landstroemer	Mayer	MN	55360
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.
Mayer Lutheran H.S. Field House + Commons

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Selective Insurance - \$3 million (Corporate & Insurance Broker)

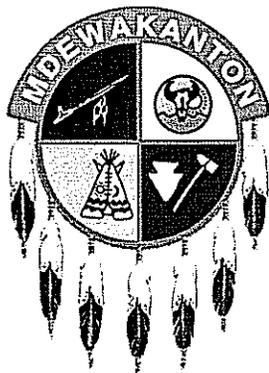
APPROVAL
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official _____ Approved Director Alcohol and Gambling Enforcement _____

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT
BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



Shakopee Mdewakanton Sioux Community

2330 SIOUX TRAIL NW • PRIOR LAKE, MINNESOTA 55372
TRIBAL OFFICE: 952.445.8900 • FAX: 952.233.4256

OFFICERS

Charles R. Vig
Chairman

Keith B. Anderson
Vice-Chairman

Rebecca Crooks-Stratton
Secretary/Treasurer

July 23, 2018

Mr. Rod Maetzold
Mayer Fire Department
413 Bluejay Avenue
Mayer, MN 55360

Dear Mr. Maetzold,

On behalf of the Shakopee Mdewakanton Sioux Community, we are pleased to inform you that the Business Council pledges a donation to your organization in the amount of \$2,000.00 for the purchase of two thermos-imaging cameras. Please read and execute the Donation Recipient Agreement and return it to Donation Coordinator Deborah Peterson, 2330 Sioux Trail NW, Prior Lake, MN 55372.

Report and Photographs

Sharing is fundamental to our Dakota culture, and we are happy to make donations that improve the lives of others across the country. We are delighted to receive photos and stories of these donations at work. After you expend the funds, we require that you submit a **detailed report** on how the donation was utilized and **digital photographs** of this donation at work to donations@shakopeedakota.org. We ask that these photographs be high-quality **JPEGs** that the SMSC can use for a variety of purposes.

Press Release

We hope that you will share this news with your local media outlets, and we have attached a press release template to help you reach out to them. Sara Thatcher at 651-717-4170 is glad to answer any questions you have about publicizing your donation. Please also forward any press clippings that are generated about this donation or the project it funds to sara@goffpublic.com.

If you have any questions, please call Donation Coordinator Deborah Peterson at 952-403-5550.

Sincerely,

SMSC Business Council

Cc: Joe Dean, SMSC Controller

Enc.

Please fill out, sign, and return attn: donations.

Donation Recipient Agreement

This agreement made and entered into by and between the Shakopee Mdewakanton Sioux (Dakota) Community, a federally recognized Indian Tribe which maintains its governmental offices a 2330 Sioux Trail N. W., Prior Lake, Minnesota 55372, (hereinafter Community), and

City of Mayer
an [circle one] Individual or Organization,

maintaining an address at 413 Bluejay Ave, Mayer, MN 55360
(hereinafter Recipient)

WHEREAS, the Shakopee Mdewakanton Sioux (Dakota) Community is a federally recognized Indian Tribe and as a Tribal Government acting solely in its government capacity, from time to time, makes charitable contributions to organizations and individuals.

The parties agree as follows:

1. DONATION GRANT AND ACCEPTANCE. The Community hereby grants to Recipient a charitable donation as provided for herein. Recipient accepts the Community's charitable donation.
2. DONATION AMOUNT AND PAYMENT. The Community shall make a charitable donation to Recipient in the amount of \$ 2,000. Payment shall be made by check payable in the name of the Recipient to address listed above [if payment shall be in a manner different than as described herein, the Community shall attach a payment schedule to this Agreement].
3. LIMITATION OF LIABILITY AND INDEMNIFICATION. By making a donation to Recipient, the Community in no way endorses the activities of Recipient and is not responsible for Recipient's activities. Recipient is not an agent of the Community and is not affiliated with the Community in any way. Recipient is not providing any service to the Community. Recipient shall hold the Community harmless from and shall defend and indemnify the Community from and against all liability for injuries to persons or damage to property from any activity of Recipient. By making a charitable donation to Recipient, the Community makes no promise for future donations.
4. REPRESENTATIONS. Recipient represents that all information provided in the Donation Application and this Agreement is true and that Recipient has made no false statement or representation about Recipient or Recipient's intended use of any Community donation. The Community shall take appropriate legal action including requesting criminal charges to be brought against Recipient in the event Recipient fraudulently requests a donation, makes any false statement or representation to the Community or uses a Community donation for a purpose other than the purpose stated in the Donation Application. If requested by Community, Recipient shall provide Community with a written report as to Recipient's expenditure of donation funds. This Agreement may be terminated at any time by either party in writing. Upon termination and the request of the Community, the Recipient will repay all unexpended donation funds.
5. SOVEREIGN IMMUNITY. Nothing in this Agreement or any action of the Community pursuant to its donation program shall act as a waiver of the sovereign immunity of the Community, its employees and agents.

Dated: _____
For the Community

I have read the foregoing and understand the terms of this Agreement and the requirements placed upon me or my organization by receiving a charitable donation from the Community.

Date: _____
Recipient

**CITY OF MAYER
RESOLUTION 8-27-18-21**

RESOLUTION ACCEPTING DONATIONS

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

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

<u>Name of Donor</u>	<u>Amount</u>
1. Shakopee Mdewakanton Sioux (Dakota) Community	\$2,000.00

WHEREAS, the terms and conditions of the donations, if any, are as follows:

<u>Donation Number</u>	<u>Terms or Conditions</u>
1. 2018-1-FD	Fire Department

WHEREAS, all such donations have been contributed to the City for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. That the donations described above are hereby accepted by the City of Mayer and shall be used to establish and/or operate services 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 donation.

Adopted by the City Council of the City of Mayer this 27th day of August, 2018.

Michael Dodge, Mayor

Margaret McCallum, City Administrator

**CITY OF MAYER
RESOLUTION NO. 8-27-18-22**

RESOLUTION APPROVING USE OF AND CLOSURE OF STREETS FOR ZION SUNDAY SCHOOL

WHEREAS, the City of Mayer (the "City") provides for use of City Streets and parking facilities for special events; and

WHEREAS, the celebration events is scheduled to occur on 2nd Street adjacent to Zion Lutheran Property on Sunday, September 9, 2018.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mayer, Minnesota, hereby approved the use and closure of the identified street for Zion Sunday School on the designated date.

Adopted by the City Council of the City of Mayer on this 27th day of August, 2018.

Mayor, Mike Dodge

City Administrator, Margaret McCallum

CONTRACT FOR CLEANING SERVICES

This contract for facilities cleaning services is hereby entered into by and between the City of Mayer, Minnesota (the “City”) and MN Services, Inc. (“MN Services”). The City and MN Services are collectively referred to herein as the “Parties,” and independently as a “Party.”

WHEREAS, the City desires facilities cleaning services for the City Hall/Community Center; and

WHEREAS, MN Services provides facilities cleaning services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Duration.** This Agreement shall remain in effect for a period of two years from the date of its execution, or until it is terminated pursuant to Paragraph 2 of this Agreement.
2. **Termination.**
 - A. **Termination.** Either Party may terminate this Agreement with or without cause by providing the other Party with 30 days written notice from the first of any month.
 - B. **Effect of Termination or Expiration.** The Parties agree that the rights and duties created by this Agreement do not survive the termination or expiration of this Agreement unless expressly noted herein or required by law.
 - C. **Notices.** All notices required under this Agreement shall be deemed effective only if sent by Certified or Registered Mail or personally delivered to the addresses listed below:

TO THE CITY: Mayer City Administrator
Mayer City Hall
413 Bluejay Avenue
Mayer, MN 55360

TO MN SERVICES: MN Services, Inc.
11301 West 47th Street
Minnetonka, MN 55343

3. **Services.** MN Services agrees to perform the services (the “Services”) set forth in the Services Specifications attached hereto as **Exhibit A**, the terms of which are hereby incorporated into this Agreement. MN Services agrees to perform the Services in a good and workmanlike manner, and agrees to furnish all labor and materials necessary to perform the Services except as specifically excluded in Exhibit A.
4. **Consideration.** As consideration for the Services performed pursuant to this Agreement, and subject to all other provisions of this Agreement, the City shall pay MN Services for the Services in accordance with Exhibit A. MN Services shall submit invoices for such services to the City by the end of each calendar month in which services are provided pursuant to this Agreement.
 - A. **Effect of Termination.** The City’s obligation to pay MN Services for services provided pursuant to this Agreement shall survive the termination or expiration of this Agreement.
 - B. **Timely Payment.** Except in the event of a good-faith dispute as to the amount owed, the City shall pay MN Services for the Services provided during the preceding calendar month by the 15th day of each month. Except as may be provided in any court order, the City shall not be required to pay any interest, fee, penalty, or surcharge for any untimely payment.
5. **MN Services Personnel.**
 - A. **Assignment of Personnel.** The Parties acknowledge and agree that the City has the right to bar any MN Services employee, agent, or representative from its property for any reason, including the results of any background check. If the City exercises such right, MN Services agrees to immediately assign a different employee, agent, or representative to complete the Services.
 - B. **Compliance with Law.** MN Services, its employees, agents, and representatives shall abide by all federal, state, and local laws with respect to its employees.
 - C. **Equal Opportunity.** MN Services agrees to provide equal opportunity to all employees and applicants for employment in accordance with applicable EEO/AA laws, directives and regulations of Federal, State and local governing bodies or agencies thereof, specifically Minnesota Statutes Chapter 363A.

D. Criminal Background Check. All MN Services employees, agents, and representatives assigned to perform the Services or work on City property must consent to a criminal background check before performing any Services described in this Agreement or accessing the City property. MN Services shall provide a copy of said criminal background check to the City upon request.

6. Indemnification and Insurance.

A. Indemnification. MN Services agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorney's fees, suits, demands, and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of MN Services or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence, of MN Services or MN Services' employees or agents in connection with MN Services' performance of this Agreement. MN Services agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon with all costs and expenses incurred in connection therewith.

B. Insurance. At its own expense, MN Services shall maintain public liability insurance, property damage insurance, workers compensation insurance, and a fidelity bond for its operations throughout the term of this Agreement. Such insurance shall be in amounts not less than the limits set forth in Minnesota Statutes, section 466.04 (as amended). The City shall be named as an additional insured on MN Services' policy of liability insurance. Within ten (10) business days after executing this Agreement, MN Services shall provide the City with proof of such insurance.

C. Effect of Termination. The Parties acknowledge and agree that MN Services' obligations under this Section survive the termination or expiration of this Agreement.

7. Miscellaneous.

A. Assignment. MN Services may not assign any duties or obligations incurred, or benefits to which it is entitled, under this Agreement without the prior written consent of the City. The City shall, at all times, have the right to transfer or assign any of its duties and responsibilities under this Agreement to any third party.

- B. Independent Contractor.** MN Services shall, at all times, be considered an independent Contractor of the City. The City assumes no liability for actions or omissions of MN Services, its employees, agents, or representatives. No employee, agent, or representative of MN Services shall be considered an officer, employee, or agent of the City for any purpose.
- 1. Tax Withholding.** No withholding or deduction for State or federal income taxes, FICA, FUTA, or other State or federal employment taxes, will be made by the City from the payments due MN Services. It is MN Services' sole obligation to comply with all federal and State tax laws.
 - 2. Discretion to Perform Services.** MN Services shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide the Services, subject to applicable professional standards and City policies.
 - 3. Provision of Equipment.** Except as specifically excluded in this Agreement or Exhibit A, MN Services shall provide all protective equipment, tools, uniforms, cleaning supplies, and other equipment necessary for the assigned employee(s) to provide Services pursuant to this Agreement. The City shall not be responsible for maintaining, repairing, or replacing such equipment.
- C. Choice of Law and Venue.** This Agreement shall be governed by the laws of the State of Minnesota. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Crow Wing, State of Minnesota.
- D. Equal Drafting and Severability.** This Agreement must be construed as having been equally drafted by the Parties. If any portion of this Agreement is found to be unenforceable, unconscionable, invalid or illegal, or is in any other way vacated, all other portions of this Agreement shall remain in full force and effect.
- E. Successors in Interest.** This Agreement shall bind all successors in interest to MN Services.
- F. Data Privacy.** MN Services recognizes that during the course of performance of its duties under this Agreement, it may receive, acquire, have access to, or be exposed to "Government Data" as that term is used in

the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“MGDPA”). MN Services hereby agrees that it must meet the requirements of the MGDPA as a contracting party under Minn. Stat. § 13.05, subdivision 6. MN Services agrees that it will collect, distribute, publish, maintain and store any Government Data only in accordance with the provisions of the MGDPA. MN Services’ obligation under this paragraph survives the termination of this agreement. MN Services and MN Services’ employees, agents, or representatives further agree not to use or disclose any government data to third parties.

G. Security. MN Services and MN Services’ employees, agents, or representatives shall strictly adhere to all City security procedures. MN Services’ employees, agents, or representatives shall be required to have identification badges and wear clothing identifying them as a MN Services employee, agent, or representative at all times while performing Services under this Agreement.

H. State Auditing. To the extent required by Minnesota Statutes, section 16C.05, subdivision 5 (as amended), the books, records, documents, and accounting procedures and practices of MN Services and MN Services’ employees, agents, or representatives relevant to this Agreement shall be made available and subject to examination by the City, and the State of Minnesota for a minimum of six (6) years from the end of this Agreement.

I. Complete Agreement. This Agreement constitutes the entire agreement between the Parties relating to the matters addressed in this document. This Agreement supersedes any and all prior agreements and contracts between the Parties. No Party has relied upon any statements, promises or representations other than those contained in this Agreement. No changes to this Agreement shall be considered valid unless they are in writing and signed by both Parties.

By signing below, each Party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement with legal counsel, that it understands this Agreement, and that it agrees to be legally bound by all terms of this Agreement.

MN SERVICES, INC

CITY OF MAYER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A—SERVICES SPECIFICATIONS

SCHEDULE OF MAINTENANCE SERVICES

General Cleaning (2 Days Per Week)

Entrance and Reception Area

- Spot clean both sides of entrance door glass & adjoining interior glass
- Sweep or dust mop hard surfaced floors
- Wet mop hard surfaced floors
- Vacuum carpeted areas and entry runners
- Weekly dust horizontal surfaces, including reception desk and window ledges
- Empty trash & recycling receptacles and replace liners as needed
- Spot clean switch plates, walls & doors as needed

Offices, Conference Rooms, Council Chambers, Multi-Use Rooms & Hallways

- Vacuum carpet areas and runners
- Sweep or dust mop hard surfaced floors
- Wet or damp mop hard surfaced floors
- Weekly dust reachable horizontal surfaces, including feather dusting around papers and personal items on desks and ledges
- Wipe down conference room tables and arrange furniture neatly
- Empty trash & recycling

Gymnasium & Kitchen

- Sweep & wet mop kitchen floor and empty trash
- Sweep & wet mop gymnasium area floors and empty trash
- Empty trash & recycling receptacles and replace liners as needed

Break Room / Coffee Service Area

- Empty trash & recycling receptacles and replace liners as needed

Lavatory Maintenance

- Clean 2 restrooms
- Empty trash & recycling receptacles and replace liners as needed

Monthly Cleaning

- Dust reachable high ledges, vents, base boards, moldings, picture frames, and corners to keep free of dust and cobwebs

- Edge vacuum all carpeted areas

Optional Summer Day Care Cleaning (3 Additional Days Per Week)

- Clean 2 restrooms
- Sweep & wet mop kitchen floor and empty trash
- Sweep & wet mop day care area floors and empty trash

Optional Cleaning Services Provided at City's Request

- Carpet Shampooing – \$0.20 per square foot
- Stripping and waxing of tile floors – \$0.60 per square foot
- Window Washing bid per job
- Extra cleaning upon request, such as disinfesting phones, cleaning interior glass from top to bottom, dusting window blinds, etc. will be billed at the hourly rate of \$24.90

RESPONSIBILITY FOR FURNISHING SUPPLIES

The City shall be responsible for furnishing plastic bags, can liners, toilet tissue, hand towels, hand soap, and sanitary napkins.

MN Services shall be responsible for furnishing all other materials and equipment necessary to perform the Services.

COST OF MAINTENANCE SERVICES

General Cleaning (2 days/week): **\$561.17/month**

Optional Summer Day Care Cleaning (3 days/week) **\$468.00/month**

Administrator Update

Primary Elections – The election went really well! All of our judges did amazing. We had 191 voters turn out. I have spent a lot of time this week on election items and follow up.

Jaguar Communications Open House – Just a reminder that this event is on August 30, 2018. We have been advertising it on Facebook and I believe that Jaguar will be sending out flyers.

Budget – A draft budget will be presented on September 10, 2018 for review. Staff continues to work on the budgeting for 2019 with the goals of the Council/Commissions in mind.

Carver County 2040 Comprehensive Transportation Plan – The City Planner and I met with a transportation representative with Carver County. As they work on their Comprehensive Plan and we work on ours, we wanted to make sure that both plans coincide and support each other.

Local Government Aid Determination –We received our final determination for Local Government Aid that we will receive for 2019. This helps for budgeting purposes. The 2019 amount will be \$313,058.00. This is very very close to last year's amount with an increase of about \$1,000.

Primary Election –The Primary Elections on August 14, 2018 went great! Staff and election judges did amazing! We had 191 voters come out.

**Sincerely,
Maggie McCallum**



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from July 20th to August 22nd (2018)

Roads

- Worked on snow plowing proposal
- Hauled gravel to Red Barn Road/graded Red Barn Road
- Talked with vendors about lighted cross walk signs and radar speed signs
- Worked with Bolton & Menk on pavement management plan

Parks

- Started digging and cutting out stumps along Hwy 25 trail
 - Weed whipped ditch along Hwy 25
- Started laying out skating rink in Old School House Park
 - Met with contractors about excavating
 - Met with electricians about lighting

Water Treatment Facility

- Took water samples for Minnesota Department of Health
 - Took all MDH water samples to UPS store in Waconia to be shipped
- Ordered new flow meter for Well #2
- Ordered new chlorine analyzer for finished water
- Received new control panel for Quincy air compressor
- Called in for backwash alarm/low clearwell level alarm (increased water use)
- Started reviewing water treatment facility CIP

Wastewater Treatment Facility

- Troubleshoot issues with flow readings
- Finished MPCA wastewater permit application
- Ran TSS & Settleability tests
- Took apart check valves on influent station (removed plug and tighten swing baffle)

Lift Stations & Collection System

- Quality flow came to install new pump for sanitary lift station #1
- Troubleshoot electrical issue with lift station #3

Miscellaneous

- Excavated area around plugged overflow structure in Coldwater Crossing development
- Worked on Public Works CIP
- Assisted with the hiring of Public Works Worker II/attended special meetings
- Talked with Fire Chief about installing water meter in Fire Station
- Cleaned City Hall/ Community Center
 - Fixed light in men's bathroom
 - Replaced photo eye on overhead parking lot light
- Attended City Council meeting on 7/23/18
- Attended City Council meeting on 8/13/18

Equipment

- Greased and sharpened blades on mower



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

MEMORANDUM

Date: August 21, 2018
To: Mayer City Council
From: David Martini
Subject: Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk has worked on during the billing period from June 16th and July 13th, 2018:

Miscellaneous Engineering

Miscellaneous engineering included the following:

- Reviewing a request for fill placement on the MLHS Site
- Reviewing a development sketch plan for the Vinkemeier Property
- Reviewing the Property Owner Agreement for the proposed Apple Circle Drainage Improvements
- Reviewing floodplain information related to the City Code and Cold Water Crossing
- Reviewing options for the type and location of the proposed Ped. Crossing Signs on TH 25

2.5 hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of **\$247.50**.

Comprehensive Plan Support

During the billing period, work continued on preparation of the draft plans for Storm Water, Sanitary Sewer, and Water Supply. Bolton & Menk also worked on preparation of the Land Use section of the plan at the request of the City Administrator and MDG.

Sanitary Sewer Improvements

During the billing period, time was spent reviewing sewer televising and preparing plans and specifications for the 2018 Sewer Lining Project.

2018 Street Planning

During the billing period, time was spent on mapping and a draft report for Council review.

Cold Water Crossing 7th Addition (Pass Thru)

During the billing period, time was spent reviewing site conditions and sediment and erosion control issues. A meeting was also held with the developer to review future phases for the development.

TH 25 Coordination

During the billing period, I attended the public open house for the proposed 2020 project.

Date: August 8, 2018

TO: MAYER CITY COUNCIL/CONTRACTING TOWNSHIPS
FROM: MAYER FIRE DEPARTMENT, ROD MAETZOLD – FIRE CHIEF
SUBJECT: FIRE REPORT FOR MONTH ENDING – 07/31/18

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
07/20/18	0139	Watertown	Mutual Aid Watertown, 812 Co Rd 24	23

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
07/03/18	1647	Medical, Medical, 2308 Coldwater Crossing	9
07/10/18	1500	Mutual Aid, Standby at Watertown Station	57
07/13/18	0408	Medical, 2224 Coldwater Crossing	15
07/13/18	2009	Mutual Aid, Standby at Watertown Station	22
07/30/18	1545	Power Line down, Hwy 25 & 74 th St	14

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 07/31/18

07/06/18	Regular Meeting
07/09/18	Group Training
07/19/18	Chiefs' Meeting at Watertown
07/16/18	Hose Testing
07/24/18	Meeting at Mayer Lutheran High School regarding location of Fire Alarm Pulls



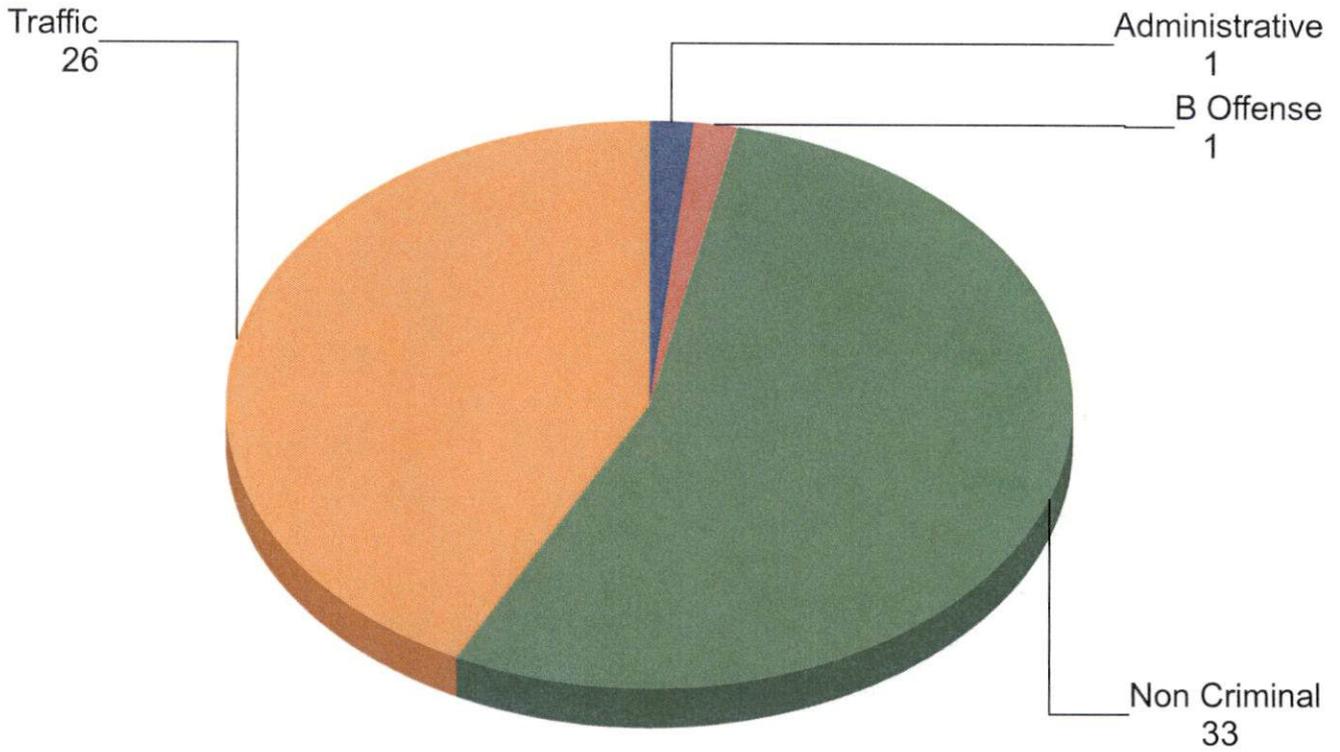
City of Mayer

July - 2018



Carver County Sheriff's Office
Monthly Calls for Service
From: 7/1/2018 To: 7/31/2018

Mayer City



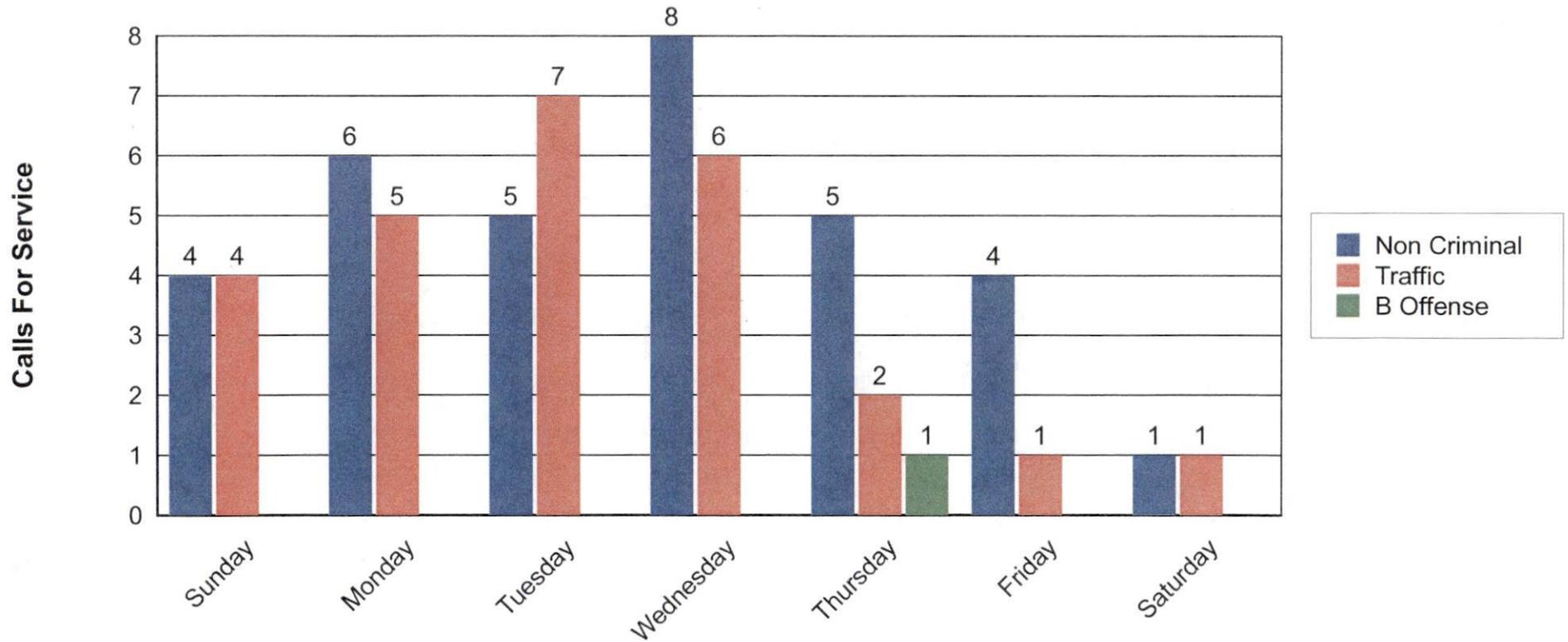
Total B Offense:	1
Total Non Criminal:	33
Total Traffic:	26
Total Administrative:	1

Total Mayer City: 61



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 7/1/2018 To: 7/31/2018

Mayer City

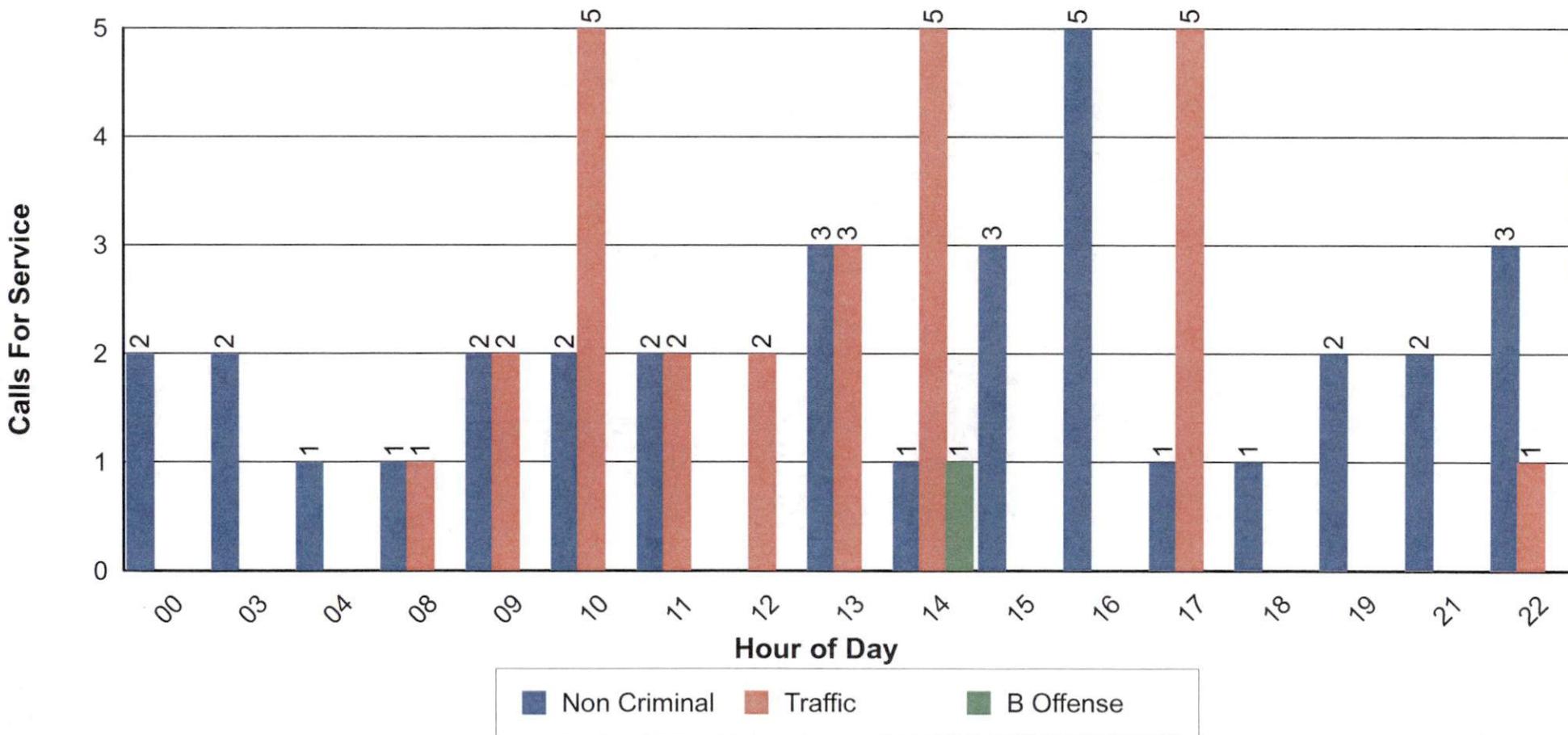


Total Mayer City: 60



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 7/1/2018 To: 7/31/2018

Mayer City



Total Mayer City: 60



Carver County Sheriff's Office
Monthly Calls for Service
From: 7/1/2018 To: 7/31/2018

Mayer City

Patrol

B Offense

Ordinances	1
Total B Offense:	1

Non Criminal

Misc Non-criminal	10
Alarm	3
Domestic	1
Abuse/Neglect (Info Only)	2
Animal	3
Medical	6
Mental Health	3
Civil Process	1
Suspicious Activity	1
Open Door	1
Disturbance (Info Only)	2
Total Non Criminal:	33

Traffic

Traffic - Misc	5
Traffic Stop	20
Pd Accident	1
Total Traffic:	26

Total Patrol: 60

Administrative

Administrative

GunPermit-Acquire	1
Total Administrative:	1

Total Administrative: 1

Total Mayer City: 61



**Carver County Sheriff's Office
Verbal Warnings
From: 7/1/2018 to 7/31/2018**

Mayer City

Traffic - Misc:	1
Traffic Stop:	20
Grand Total Verbal Warnings:	21



Carver County Sherff's Office
Arrest Summary
For: Mayer City
From: 7/1/2018 To: 7/31/2018

Mayer City

13B - Simple Assault
90Z - All Other Offenses

	Total Charges	Total Arrestees	Total Incidents
Totals for Mayer City	3	2	2



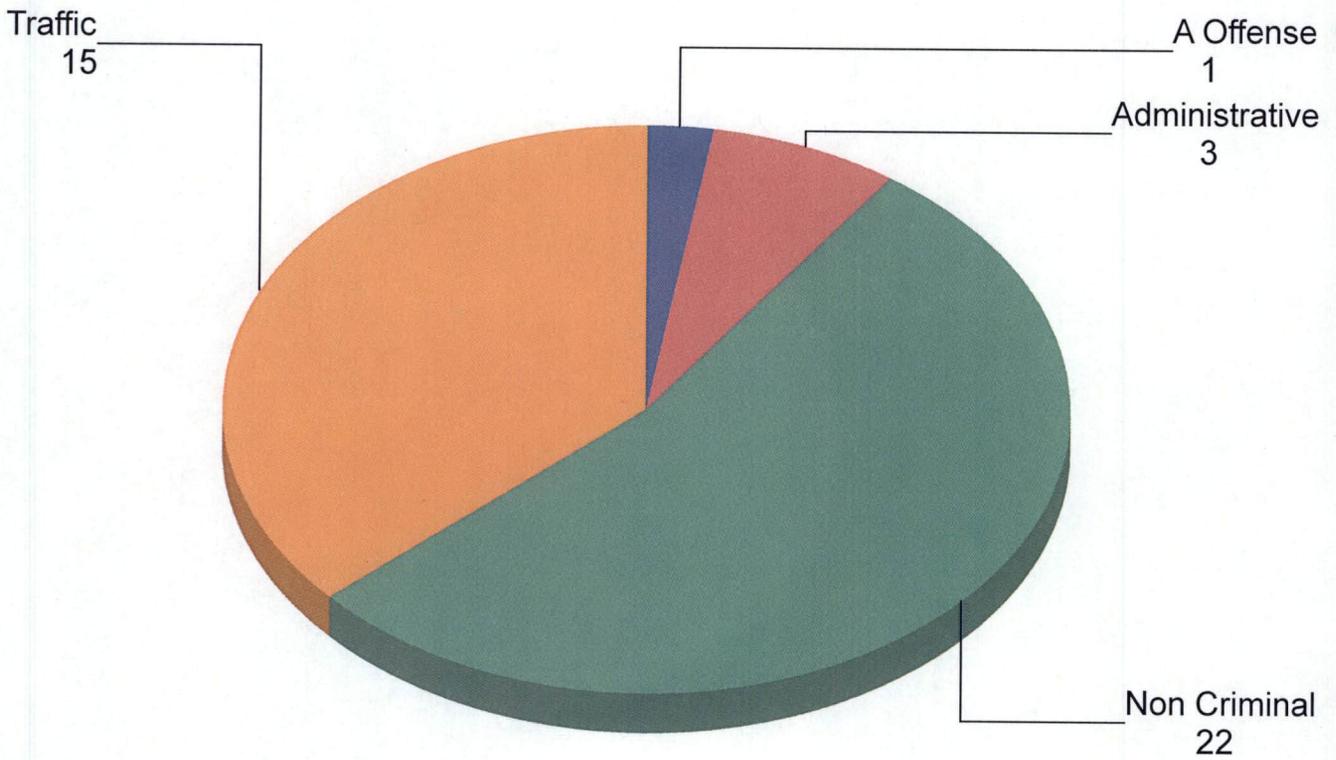
City of Mayer

July - 2017



Carver County Sheriff's Office
Monthly Calls for Service
From: 07/01/2017 To: 07/31/2017

Mayer City



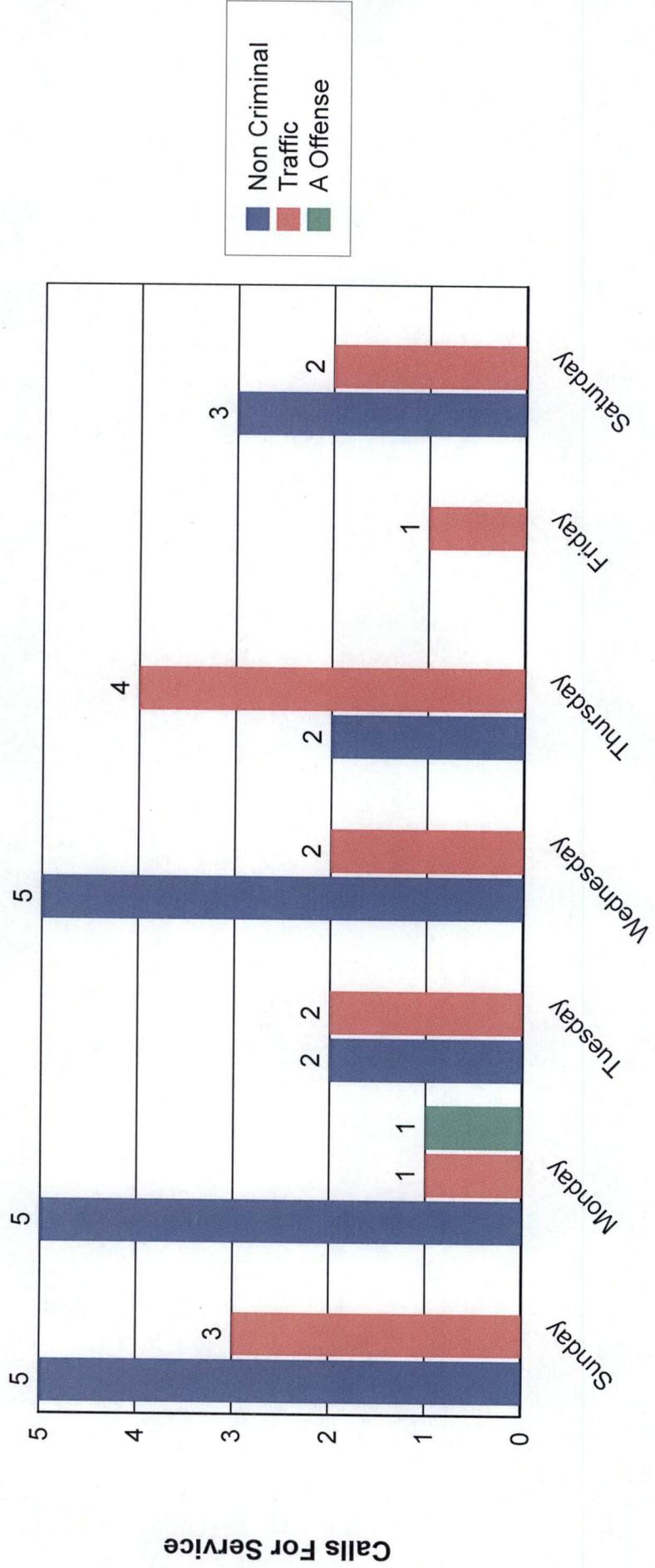
Total A Offense:	1
Total Non Criminal:	22
Total Traffic:	15
Total Administrative:	3

Total Mayer City: 41



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 07/01/2017 To: 07/31/2017

Mayer City

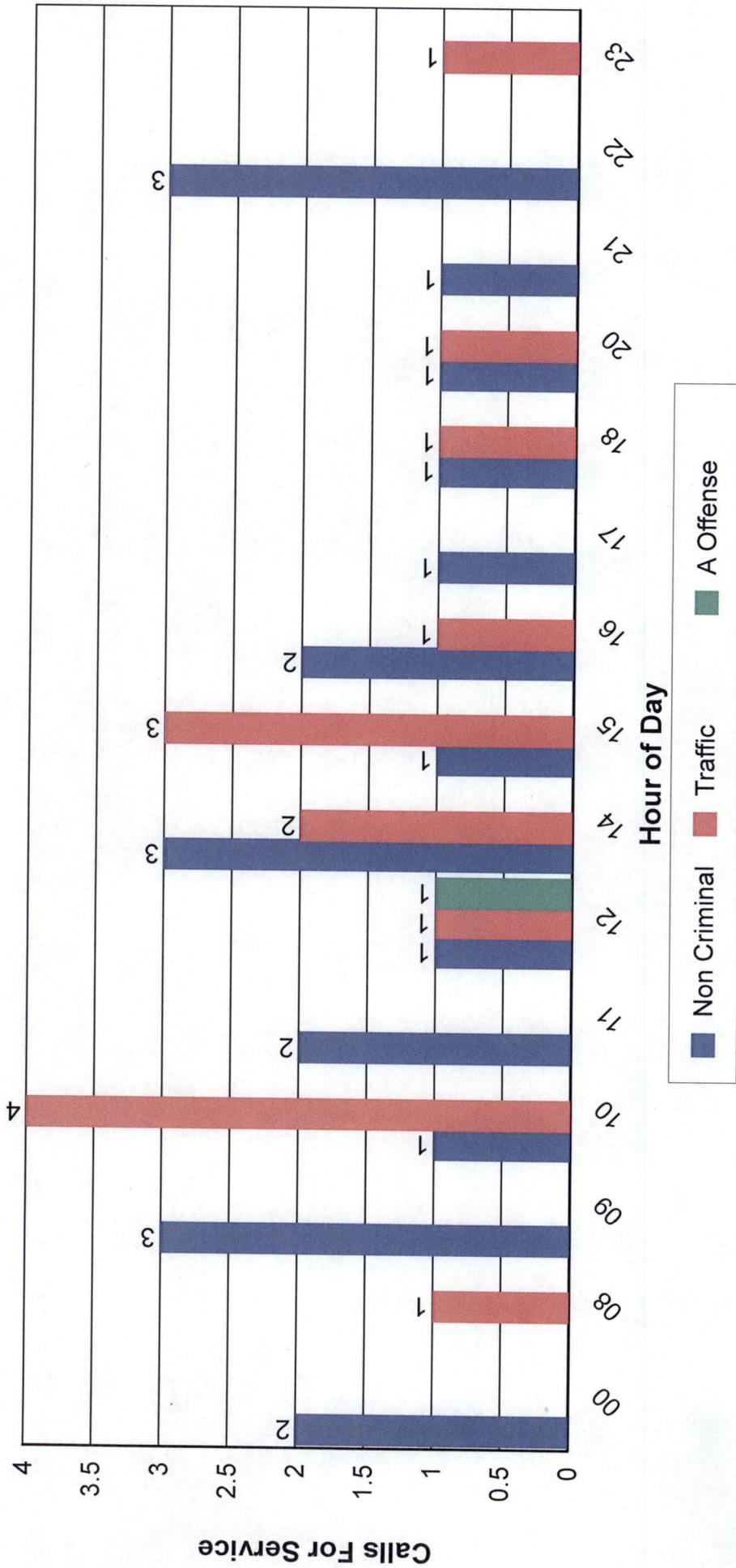


Total Mayer City: 38



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 07/01/2017 To: 07/31/2017

Mayer City



Total Mayer City: 38



**Carver County Sheriff's Office
Monthly Calls for Service
From: 07/01/2017 To: 07/31/2017**

Mayer City

Patrol

A Offense

Property Damage 1

Total A Offense: 1

Non Criminal

Misc Non-criminal 2

Alarm 2

Abuse/Neglect (Info Only) 1

Medical 5

Assist Other Agency 1

Fire Call 2

Mental Health 1

Suspicious Activity 4

Open Door 1

Disturbance (Info Only) 3

Total Non Criminal: 22

Traffic

Traffic - Misc 1

Traffic Stop 11

Driving Complaint 3

Total Traffic: 15

Total Patrol: 38

Administrative

Administrative

GunPermit-Acquire 3

Total Administrative: 3

Total Administrative: 3

Total Mayer City: 41



Carver County Sherff's Office

Arrest Summary

From: 07/01/2017 To: 07/31/2017

Norwood Young America City

13B - Simple Assault	1
90C - Disorderly Conduct	1

Total Number of Charges Involving All Arrests:	2
Total Number Individuals Arrested:	2
Total Incident With Arrests:	2



Carver County Sherff's Office
Traffic Citation Summary
From: 07/01/2017 To: 07/31/2017

Mayer City

Speed:	1
Total Mayer City:	1



**Carver County Sheriff's Office
Verbal Warnings
From: 07/01/2017 to 07/31/2017**

Mayer City

Driving Complaint:	1
Traffic Stop:	10
Grand Total Verbal Warnings:	11

NIBRS - Activity Codes

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

GROUP B

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

Activity Codes
Non-criminal, Traffic and Administrative

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

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

ADMINISTRATIVE

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



Memorandum

Item: Administrative Study

Meeting Date: August 27, 2018

Presented By: Margaret McCallum, City Administrator

Details:

[See Attachment/Link](#)



Economic Development Certificate – Hamline University – McCallum

Background – Economic development allows the community to create high-quality jobs, provide important amenities to its citizens, and expand its tax base. The Economic Development Certificate comprehensively examines the economic development process from both government agency and private sector perspectives, giving critical knowledge and skills necessary to enable communities to prosper.

Program Overview – Certificate classes meet at Hamline’s Minneapolis location. All students must complete 90 hours of training in seven monthly sessions over an eight month period. Students who complete the Economic Development coursework will receive a certificate from Hamline University School of Business Public Administration program.

Cost - \$2,950. Paid by McCallum.

Schedule – The class meets one Thursday each month from 2 – 8 p.m. and the following Friday 8:00 a.m. – 3:30 p.m.

Classes meet:

Session 1: November 15-16, 2018

Session 2: January 17-18, 2018

Session 3: February 14-15, 2019

Session 4: March 14-15, 2019

Session 5: April 18-19, 2019

Session 6, May 16-17, 2019

Session 7, June 13-14, 2019

Considerations:

I will be paying for the classes. I am wondering if the City will consider the time 2-4:30 p.m. on Thursdays and the Fridays as time worked as the classes coincide with my job duties for the City.

Center for Public Administration and Leadership

Economic Development Certificate

Economic development allows a community to create high-quality jobs, provide important amenities to its citizens, and expand its tax base. Hamline's **Economic Development Certificate** comprehensively examines the economic development process from both government agency and private sector perspectives, giving you the critical knowledge and skills necessary to enable communities to prosper.

With an **Economic Development Certificate** from Hamline, you will:

- Enhance your knowledge and understanding of economic development tools, including the Economic Community Assessment and the Economic Development Authority Handbook.
- Build your expertise in the creation, negotiation, and enforcement of development agreements.
- Meet and network with community officials on multiple site visits across the Twin Cities metro area.

[Register Now](#)

Program Overview

Certificate classes meet at Hamline's Minneapolis location. All students must complete 90 hours of training in seven monthly sessions over an eight-month period. Students who complete the Economic Development coursework receive a certificate from the Hamline University School of Business Public Administration program and eight continuing studies credits.

The cost for the program is \$2,950 (meals included), payable in three installments in November, January, and May.

Schedule

The class meets one Thursday each month from 2 to 8 p.m. and the following Friday from 8 a.m. to 3:30 p.m. Dinner on Thursday and continental breakfast and lunch on Friday are included.

Classes meet on the following dates:

Session 1: November 15-16, 2018

Session 2: January 17-18, 2019

Session 3: February 14-15, 2019

Session 4: March 14-15, 2019

Session 5: April 18-19, 2019

Session 6: May 16-17, 2019

Session 7: June 13-14, 2019

About the Instructors

Craig Waldron served as city administrator for the City of Oakdale for 20 years and is a highly respected leader in local government. Dr. Waldron was recognized as manager of the year for his

efforts in career development in Oakdale. He has also served as an elected official for North Mankato and has chaired several municipal organizations in the Twin Cities metropolitan area. Waldron earned his Doctorate in Public Administration from Hamline University, his M.A. in Urban and Regional Studies from Minnesota State University, and his a B.A. in Sociology from the University of Iowa.

Lorrie Louder has held executive Leadership positions for over forty years in Saint Paul, Boston, and Minneapolis before recently retiring. Lorrie led efforts in the redevelopment of distressed industrial properties; affordable housing development; business financing; and strategic partnerships. She also served on non-profit boards. Lorrie forged successful public and private sector collaborations, which advanced community revitalization efforts. Some of these partners include the US EPA, local business owners, chambers of commerce, community residents, and grass roots organizations. Results included significant statewide funding for Brownfields contamination clean-up, the development of fallow industrial land into mixed business use centers that provide jobs with good wages and benefits, the preservation of the Grain Belt Brewery for campus re-use, and the development of the first Native American non-profit-owned business incubator. She is a graduate of Boston College and the University of Minnesota, and is certified by the National Development Council in real estate development.

Degree Candidacy

Graduate-level elective credits from all certificates may be earned and applied in the School of Business to the Master of Public Administration or doctoral program. Additionally, elective credits may be earned and applied to the Master of Business Administration or Master of Nonprofit Management from the Leadership Communication Skills Certificate.



Application for Replacement of Agricultural Wetland Impacts Using the Minnesota Wetland Bank

If the layout of this form looks incorrect, click on [View, Edit Document](#), then save it to your computer.

1. Applicant Information		<i>This space for BWSR use only.</i>
Name: Greg Hoese		
Address: 5225 Highway 25 Mayer, MN 55360	Organization (if applicable):	
Phone: (952) 292-2190	Email: greghoese farms@gmail.com	

2. Project Information	
To be completed by the person or entity proposing the project. See instructions for completing this form.	
Project Name: Hoese	Wetland Impact Size: 0.3000
Major Watershed/BSA: <u>19</u> / <u>7</u>	Replacement Credit Required: 0.3000
County: Carver	
Check and include the following attachments (at least one should include a legal description):	
<input type="checkbox"/> Site location Map	<input type="checkbox"/> Plan map showing existing and planned drainage features
<input type="checkbox"/> AD 1026 Form (if applicable)	
<input checked="" type="checkbox"/> Certified Wetland Determination and/or Wetland Delineation Report identifying wetland sizes in acres	
Project Purpose and Description: Drain/fill wetland to farm	

3. Credits to be Withdrawn To be completed by the seller of the credits (account holder)			
Account Information			
Account: 1567		County: Clay	
		Bank Service Area: 4	
Credit Subgroup	Wetland Type/Plant Community Type	Cost per Credit	Credit Amounts
			0.3000
Per Credit Withdrawal Fee by BSA		Enter the Withdrawal Fee for the BSA of the account:	
BSA 1 \$520	BSA 6 \$1,083	\$ 1,412.00	Total Credits: 0.3000 <i>(Withdrawal Fee x total credits)</i>
BSA 2 \$371	BSA 7 \$1,992	Withdrawal Fee: \$ 423.60	
BSA 3 \$725	BSA 8 \$2,577	Easement Stewardship Fee: <i>(Easement Stewardship fee x total credits)</i>	
BSA 4 \$1,412	BSA 9 \$2,628	\$302	Stewardship Fee: \$ 90.60
BSA 5 \$685	BSA 10 \$3,099	Total Fees: \$ 514.20	

Please make checks payable to the Minnesota Board of Water and Soil Resources. BWSR does not accept cash.

BWSR fee policy: http://www.bwsr.state.mn.us/wetlands/wetlandbanking/fee_and_sales_data/Wetland_Banking_Fee_Policy_Effective_June1_2017.pdf

Confirmation email will be emailed to the user, seller, and regulatory representative when the transaction is complete. If anyone else should be notified please indicated their emails below:

4. Regulatory Authorization

By signing below, the identified agency and authorized representative hereby certifies that they have: a) verified that the subject wetland credits are deposited in the account of the owner/seller, b) approved a wetland replacement plan or similar agreement under their jurisdiction, and c) approve the proposed use of the wetland bank credit described above.

WCA LGU/Agency:

LGU Representative:

Email Address:

Signature

Date

NRCS Location:

Representative:

Email Address:

Signature

Date

5. Credit User Signature

By signing below I attest that I have the legal right to complete this project and the project is for agricultural purposes on agricultural land. I authorize the Natural Resource Conservation Service (NRCS) to share information with the Board of Water & Soil Resources (BWSR) that is pertinent to the required credit withdrawal.

Greg Hoese
Signature

7-10-18
Date

6. Account Holder Signature

By signing below I, the seller and holder of the aforementioned account in the State of Minnesota Wetland Mitigation Bank, certify that:

- 1) The credits described in this transaction form have been sold to the credit user or will be used for my own project;
- 2) I have received payment in full from the buyer (if applicable);
- 3) The credits described in this transaction form have not been sold or used in any way to mitigate wetland losses other than for the project and location identified in the wetland impact information block on the previous page;
- 4) The credits described in this application should be withdrawn from my account; and
- 5) I will not have a negative balance of credits after the subject credits are debited from my account.

Name/Representative:

Email Address:

Signature

Date

Send complete forms and fee payments to:

Wetland Bank Administration
Minnesota Board of Water and Soil Resources
520 Lafayette Road North
Saint Paul, MN 55155

**PURCHASE AGREEMENT
FOR
WETLAND BANKING CREDITS**

THIS AGREEMENT is made this 14th day of August, 2018 between Bell Bank, trustee of the Schreiner Family Charitable Remainder Unitrust (Seller) and Greg Hoese (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

Credits to be Sold					
Credit Subgroup	Wetland Type/Plant Community Type	Cost per Credit	Credit Amounts		
B	Type 6 – shrub-carr/alder thicket	\$13,000	.30		
Per Credit Withdrawal Fee by BSA		Enter the Withdrawal Fee for the BSA of the account:	Total Cost:	[REDACTED]	Total Credits:
BSA 1 \$520	BSA 6 \$1,083				.30
BSA 2 \$371	BSA 7 \$1,992	\$1412	Withdrawal Fee:		\$423.60
BSA 3 \$725	BSA 8 \$2,577	Easement Stewardship Fee:		<i>(Easement Stewardship fee x total credits)</i>	
BSA 4 \$1,412	BSA 9 \$2,628	\$302 per credit	Stewardship Fee:		\$90.60
BSA 5 \$685	BSA 10 \$3,099		Total Fees:		\$514.20
BWSR fee policy: http://www.bwsr.state.mn.us/wetlands/wetlandbanking/fee_and_sales_data/Wetland_Banking_Fee_Policy_Effective_June1_2017.pdf					

2. Seller represents and warrants as follows:
- a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
 - b) Seller owns the Credits and has the right to sell the Credits to Buyer.
3. Buyer will pay Seller a total of \$ [REDACTED] for the Credits, as follows:
- a) \$0 as earnest money, to be paid when this Agreement is signed; and
 - b) The balance of \$ [REDACTED] to be paid on the Closing Date listed below.

4. [X] Buyer, [] Seller agrees to pay to a withdrawal fee of \$423.60 to the State of Minnesota based on the per credit fee of \$1412 for Bank Service Area 4 and a stewardship fee of \$90.60 based on the per credit fee of \$302. At the Closing Date, [X] Buyer, [] Seller will execute a check made out for \$514.20, payable to the Board of Water and Soil Resources.

5. The closing of the purchase and sale shall occur on or before September 30, 2018 (Closing Date) at Fargo, ND. The Closing Date and location may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Transaction Form to Withdraw Credits provided by BWSR, provide a copy of the Transaction Form to Withdraw Credits to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee and stewardship fee.

6. Buyer has applied or will apply to ___ _ (Local Government Unit (LGU) or other regulatory authority) for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

Stephanie L. Strand, VP 8/14/18
(Signature of Seller) (Date)

Greg Haese
(Signature of Buyer) (Date)



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Farm Selection

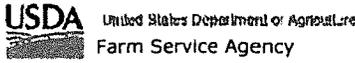
Program Year: 2018 **State:** Minnesota(27) **County:** Carver(019)
Name: GREG A HOESE

	Farm Number	Operator	Election Type	Contract Status
<input type="radio"/>	2177	CLIFFORD HEDLUND	PLC	Initiated
<input type="radio"/>	2675	GREG ALLEN HOESE	ARC-County	Initiated
<input type="radio"/>	4415	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	4794	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	5148	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	5244	GREG ALLEN HOESE	ARC-County	Not Created
<input type="radio"/>	5597	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6227	GREG ALLEN HOESE	ARC-County	Initiated
<input type="radio"/>	6242	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6309	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6338	GREG ALLEN HOESE	ARC-County	Not Created
<input type="radio"/>	6378	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6625	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6800	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6875	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6967	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6992	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	7085	GREG ALLEN HOESE	ARC-County	Approved

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Farm Selection

Program Year: 2017 **State:** Minnesota(27) **County:** Carver(019)
Name: GREG A HOESE

	Farm Number	Operator	Election Type	Contract Status
<input type="radio"/>	2675	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	4415	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	4794	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	5148	GREG ALLEN HOESE	ARC-County	Approved
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<input type="radio"/>	6309	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6338	GREG ALLEN HOESE	ARC-County	Not Created
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<input type="radio"/>	6625	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6800	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6967	GREG ALLEN HOESE	ARC-County	Approved
<input type="radio"/>	6992	GREG ALLEN HOESE	ARC-County	Approved
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Minnesota Wetland Conservation Act

Technical Evaluation Panel Findings Report

Date(s) of Site Visit/Meeting:	<u>July 19, 2018</u>	LGU:	<u>City of Mayer</u>
County:	<u>Carver</u>	LGU Contact:	<u>Mark Kjolhaug</u>
Project Name:	<u>Hoese Ag Wetland Fill</u>	Phone #:	<u>952-401-8757</u>
Location of Project: (attach map if possible)	<u>See attached map</u>	Email Address:	<u>mkjol@kjolhaugenv.com</u>

<u>TEP ATTENDEES:</u>	<u>OTHER ATTENDEES:</u>	<u>OTHER ATTENDEES:</u>
<u>LGU: Mark Kjolhaug</u>	<u>Greg Hoese</u>	_____
<u>SWCD: Aaron Finke</u>	<u>Maggie McCallum</u>	_____
<u>BWSR: Ben Carlson</u>	_____	_____
<u>DNR:</u>	_____	_____

PROJECT DESCRIPTION AND PURPOSE OF MEETING:

A TEP meeting was conducted on site to evaluate a potential incidental wetland and discuss options for fill.

TYPE OF MEETING: *Check all applicable*

Office
 On-Site
 Phone Conference
 E-Mail
 Other: _____

TEP FINDINGS AND RECOMMENDATIONS ¹:

1. Based on the TEP's analysis of soils in the wetland, as well as mapped hydric soils and the presence of historic wetland, it was determined that the wetland was not incidental.
2. After a review of rules and discussion with BWSR, the TEP concluded that the wetland could be filled and replaced under provisions of 8420.0420 Subpart 2. Agricultural activities, for the following reasons:
 - a. The wetland in question is a Type 1 wetland abutting agricultural land
 - b. The purpose of the project is to allow for agricultural production
 - c. The wetland will be replaced via purchase of credit through the ag bank program
3. According to a determination completed by the NRCS, the wetland area encompasses 0.3 acre (see attached determination).
4. Mr. Hoese has provided evidence of enrollment in the federal Farm Program.
5. The proposed replacement bank (Account 1567, Clay County, BSA 4) has been grandfathered into the program and meeting the replacement siting requirements, allowing 1:1 replacement ratio.
6. Mr. Hoese has provided evidence of an agreement to purchase wetlands from Bank Account 1567.

SIGNATURES

SWCD Representative	Date	BWSR Representative	Date
---------------------	------	---------------------	------

¹ TEP Findings should be a meaningful concise summary detailing the project conditions, technical data, and what rules apply. The TEP recommendation should be clear, based on rule and best professional judgement.

Do not concur

Do not concur

LGU Representative

Date

Do not concur

DNR Representative

Date

Do not concur

¹ TEP Findings should be a meaningful concise summary detailing the project conditions, technical data, and what rules apply. The TEP recommendation should be clear, based on rule and best professional judgement.

CITY OF MAYER
RESOLUTION 8-27-18-24

**RESOLUTION APPROVING THE APPLICATION TO FILL 0.3 ACRE OF
WETLAND TO FACILITATE THE HOESE WETLAND FILL PROJECT**

BE IT RESOLVED by the City Council of the City of Mayer, Minnesota, as follows:

1. That the City of Mayer is the Local Governmental Unit (“LGU”) responsible for implementation of the Minnesota Wetland Conservation Act (WCA) Rules (Chapter 8420) within the limits of the City and areas under zoning control per the orderly annexation agreement with Watertown Township.
2. That the City of Mayer, by and through its Council, sitting as the LGU, adopts the following findings regarding the Hoese Wetland Fill Application:
 - a. That the Application for Replacement of Agricultural Wetland Impacts Using the Minnesota Wetland Bank prepared and submitted on July 10, 2018 by Jeremy Donabauer on behalf of Greg Hoese describes 0.3 acre of proposed wetland fill.
 - b. That a TEP Findings of Fact indicating support for application approval has been signed by TEP members.
 - c. That supplemental documentation provided by Mr. Hoese provides evidence of enrollment in the federal farm program and an agreement to purchase wetland credits from Wetland Bank Account 1567.
 - d. That the City of Mayer, as the LGU, has and will fully exercise its responsibilities in ensuring the compliance with the Minnesota Wetland Conservation Act Rules for:
 - i. Local Government Unit Duties and Procedures (MR 8420.0200)
 - ii. Technical Evaluation Panel (TEP) Procedures (MR 8420.0240)
 - iii. Local Government Unit Application and Decision Procedures (MR 8420.0255)
 - e. That the City of Mayer, as the LGU, has determined that the Application for Replacement of Agricultural Wetland Impacts Using the Minnesota Wetland Bank submitted on behalf of Greg Hoese satisfies and will satisfy WCA rules and procedural guidelines for:
 - i. General Application Requirements (MR 8420.0305)
 - ii. Exemption Applications (MR 8420.0320)
 - iii. Exemption Standards (8420.0420 Subp. 2. G.)

3. That the City of Mayer, by and through its City Council, sitting as the LGU for the WCA, approves Greg Hoese's Application for Replacement of Agricultural Wetland Impacts Using the Minnesota Wetland Bank to fill 0.3 acre of wetland to facilitate agricultural activities.

Passed this day of August the 27, 2018 by the City Council of the City of Mayer.

Mike Dodge, Mayor

Margaret McCallum, City Administrator

**WATERTOWN-MAYER COMMUNITY EDUCATION
KIDS COMPANY LEASE AGREEMENT**

CITY OF MAYER, MINNESOTA

THIS LEASE AGREEMENT (the “Lease”) is entered into effective as of June 1, 2018, (“Commencement Date”) by and between the City of Mayer (the “City”), **Landlord**, and Watertown-Mayer School District No. 111 (“W-M District”) on behalf of W-M Community Education Kids Company Child Care, **Tenant**.

1. Leased Premises. The City, in consideration of the rents and covenants contained in this Lease, does hereby lease to Tenant, and Tenant does hereby lease from the City the following described premises:

Those portions (spaces) of the City of Mayer Community Center Building located at 413 Bluejay Avenue, Mayer, MN 55360, as depicted by cross-hatching on **Exhibit A** attached hereto. This includes the City Council chambers, hallway, upper and lower gym areas, kitchen, lavatories, storage rooms as specifically authorized from time to time by the City and outside baseball and playground areas adjacent to the Community Center Building (the “Leased Premises”).

2. Term. The initial term of this Lease shall be for a period of one year commencing on **June 1, 2018**, and ending **May 31, 2019**.

3. Extension. After expiration of the initial term, the Lease may continue on the same terms and conditions as specified in the Lease until either the City or the Tenant has given to the other party a written 90 day notification of termination of the Lease or unless otherwise extended or terminated by a mutual written agreement of both parties.

4. Rent. As consideration for Tenant’s use of the Leased Premises, Tenant shall pay to the City on the first day of each month beginning **August 1, 2018** the sum of \$2,780.00. Such rental amount includes custodial services and supplies provided by the City including light cleaning, garbage removal, gas, electricity, pest control, snow removal, water and sanitary sewer. If additional custodial services are needed beyond those anticipated at this time, such additional services shall be billed to the Tenant at the rate of \$42.50 per day as required.

5. Use. The Premises shall be used and supervised only by Tenant for the creation of a W-M Community Education Kids Company childcare program. Tenant shall abide by and conform to any State or Federal laws applicable to this program and use.

6. Time. The Leased Premises will be occupied by the W-M Kids Company Child Care Program during the hours of 6:00 a.m.- 8:15 a.m. and 2:00 p.m.-6:15 p.m. Monday through Friday during the regular school year. During the summer break time the hours will be 6:00 a.m. to 6:15 p.m. Monday through Friday.

7. Restriction on Use. City reserves the right to restrict use of the premises by Tenant from time to time in the event of conflict with other use authorized by City. Tenant's materials may remain set up unless the premises space is needed for other uses and the City gives Tenant a seven day notice of such use. For larger uses such as wedding reception preparations which normally require Friday afternoons, City will attempt to provide Tenant with a two month notice of such event.

8. Suspended Rent. If Tenant determines the Leased Premises are not needed or used during the summer months of June, July and August, based on program enrollment, Tenant shall so notify City in writing and rent payments shall be suspended for such month of non-use.

9. Care of Premises. Tenant accepts the Leased Premises in its "as is" condition without any obligation on the part of the City to improve same, unless specifically set forth in this Lease, and agrees to keep the Leased Premises in good condition during the entire term of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for all damage and required repair caused by Tenant's use of the premises.

10. Alterations. Tenant shall make no change, alteration, modification or addition to the Leased Premises without the prior written consent of the City. Tenant is responsible for any American with Disabilities Act changes required in conjunction with Tenant's use of the premises.

11. Assignment or Sublease. The Leased Premises may not be assigned or sublet, in whole or in part, by tenant without the prior written consent of the City. Absent the written consent of the City, any assignment or sublease shall not release Tenant from its obligations under this Lease. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assignees.

12. Indemnification. Tenant agrees to defend, indemnify and hold harmless the City from injuries, damages and loss, including costs and attorneys' fees, arising from the willful or negligent acts and omissions of Tenant, its employees, officers and agents under this Lease. The City shall have no responsibility for any indirect or consequential damages suffered by Tenant, or by any person, firm or corporation not a party to this Lease.

13. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepared, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate in writing:

If to the City: The City of Mayer
Attn: City Administrator
413 Bluejay Avenue
P.O. Box 102
Mayer, MN 55360

If to Tenant: Watertown School District No. 111
ATTN: _____
1001 Highway 25 N.W.
Watertown, MN 55388

Official notices shall not be sent by facsimile or electronic mail.

14. Insurance. At all times during the time of this lease, Tenant shall obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury or death and property damage with limits of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Tenant shall provide certificates to the City prior to commencement of the Lease and thereafter as requested by the City evidencing that it maintains the required insurance. All such certificates shall name the City of Mayer as additional insurance and shall provide that the insurance will not be cancelled without at least thirty (30) days prior notice to the City. Tenant represents that it has workers' compensation insurance to the extent required by law and agrees to furnish proof of such insurance upon request.

15. Amendments. This Lease shall be amended only in writing duly executed by all the parties to this Lease.

16. Governing Law/Jurisdiction. The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Lease, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Lease shall be in the courts of the State of Minnesota.

IN WITNESS WHEREOF, the City and Tenant have executed this Lease Agreement on the day and year first above written.

City of Mayer

Watertown-Mayer School District No. 111

By: _____

Mike Dodge, Its Mayor

Dated: _____

By: _____

_____,

Its Chair

Dated: _____

ATTEST:

Janell Gildemeiester, Its Deputy Clerk

Dated: _____



Memorandum

Item: Kids Company Lease

Meeting Date: August 27, 2018

Presented By: Margaret McCallum, City Administrator

Details:

Watertown-Mayer Community Education Kids Company Program has been leasing space from the City of Mayer at the Community Center.

Each year the lease is approved and is currently effective between the dates of June 1, 2018 and May 31, 2019. The monthly lease rent is \$2,780.00.

On August 17, 2018, staff was informed from Watertown-Mayer Community Education that their numbers for the upcoming school year after school program were too low to warrant having a host site in Mayer. Therefore, they will not be having the Kid's Company Program in the City of Mayer for the upcoming school year.

The current contract does not have language in it that allows for termination of the contract for the school year program.

As a result, the Council needs to discuss how to move forward. The options available are to:

1. Terminate the lease between the City of Mayer and Watertown-Mayer Community Education,
2. Treat it as a breach of contract and hold to the contract,
3. Look for a middle ground and renegotiate the terms of the contract.

Attachments:

Watertown-Mayer Community Education Kids Company Lease.

STAFF REPORT

Date: August 23, 2018
To: City Council
From: Timothy A. Sullivan
Re: Cable Franchise Process

Background

The City regulates the delivery of cable service and related communications through ordinance and consistent with state law. The City previously issued a non-exclusive cable franchise to New Ulm Telecom, Inc. The City was recently approached by Jaguar Communications, Inc. with a desire to establish a competitive franchise within the City of Mayer.

The process for granting cable franchises is governed by Minnesota statute. In order for the City to consider a franchise agreement with Jaguar, the City must issue the necessary public notices seeking applications. Minnesota statutes require a public hearing and set forth specific timing requirements for the application and public hearing process. Jaguar has indicated a desire for this process to move forward as soon as possible in order for construction to potentially commence this season, in the event a franchise is awarded.

Minnesota statutes permit the City to charge an application fee to cover the costs of processing applications and granting franchises. Staff recommends a non-refundable application fee of \$500.00. Additional reimbursement may be negotiated into the terms of any potential franchise agreement.

Franchise Timeline:

August 27, 2018:	Resolution approving publication of Notice of Intent to Consider Issuance of Franchise
August 31, 2018:	First publication date of Notice of Intent
September 7, 2018:	Second publication date of Notice of Intent
September 21, 2018:	Application Deadline (at least 20 days from first publication)
September 24, 2018:	Public Hearing to Consider Applications

Week of October 1-5: Potential special meeting to adopt franchise ordinance (must be at least 7 days after public hearing)

Potential Council Action

Approval for City Staff to publish Notice of Intent and commence franchise process.

**CITY OF MAYER
RESOLUTION 8-27-18-23**

**RESOLUTION ORDERING THE PUBLICATION OF A PUBLIC HEARING
AND NOTICE OF INTENT TO CONSIDER ISSUANCE OF FRANCHISE**

WHEREAS, The City of Mayer has determined it to be in the public interest regulate cable communications within City limits; and

WHEREAS, the regulation of franchises for cable communications are nonexclusive and the City reserves the right to grant additional franchises at any time; and

WHEREAS, the City intends to consider issuance of additional competitive cable franchises and sets the application fee for such consideration to be \$500.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mayer, Minnesota hereby orders the publication of a public hearing and notice of intent to consider issuance of franchise in the form attached as Exhibit 1.

Adopted by the City Council of the City of Mayer this 27th day of August, 2018.

Michael Dodge, Mayor

Margaret McCallum, City Administrator

Exhibit 1

CITY OF MAYER

NOTICE OF INTENT TO CONSIDER ISSUANCE OF A FRANCHISE

Notice is hereby given that it is the intent of the City Council of the City of Mayer, Minnesota, to consider applications for a franchise for the purpose of operating a cable communications system to serve the City of Mayer. This notice is given in accordance with the requirements of Minn. Stat. § 238.081.

The application requirements are set forth in Minn. Stat. § 238.081, subd. 4. In addition:

1. Applications in response to this notice must be submitted by 4:00 p.m. on Friday, September 21, 2018.
2. Applications must be in writing, notarized, and sealed. Applications shall be delivered to the attention of the City Administrator, City of Mayer, 413 Bluejay Avenue, Mayer, MN 55360. An additional copy of the application shall be simultaneously mailed or delivered to the City Attorney, Timothy A. Sullivan, Ratwik, Roszak & Maloney, P.A., 730 Second Avenue South, Suite 300, Minneapolis, Minnesota 55402.
3. Pursuant to Minn. Stat. § 238.081, subd. 8, applicants will be required to reimburse the City for all necessary costs of processing a cable communications franchise. Each Application shall include an application fee of \$500.00 in the form of a check made payable to the City of Mayer. Any additional fees required to process the application and franchise beyond the application fee shall be assessed to the Applicant.
4. Applicants are requested to be present at a public hearing before the City Council that is presently scheduled to be held at City Hall, beginning at 6:30 p.m. on Monday, September 24, 2018. Each Applicant will be given time to summarize its application.
5. The services to be offered by potential franchisees include a system of providing public, educational, and governmental access channels consistent with state law, a mix, level, and quality of programs and services comparable to other systems in

Exhibit 1

the region serving similarly-sized communities, and customer services and maintenance plans to ensure quality service to the subscribers.

6. The criteria for evaluating applications and priority for selection are as follows:
 - a. The completeness of applications and conformance with the requirements of Minn. Stat. § 238.081;
 - b. Customer service policies and system testing;
 - c. The legal, technical, and financial qualifications of the applicant; and
 - d. The proposal for community services, including public, educational, and governmental access in accordance with state law.
7. Applications that meet the above criteria in the opinion of the City Council shall be considered for a franchise.
8. In no event will submission of a conforming application entitle any applicant to grant of a franchise. The City expressly reserves the right to reject both conforming and non-conforming applications.
9. Any successful applicant(s) will be required to accept the franchise granted within 30 days after adoption.
10. Any questions concerning applications should be directed to Timothy A. Sullivan, Esq., Ratwik, Roszak & Maloney, P.A., 730 Second Avenue South Suite 300, Minneapolis, Minnesota 55402; telephone (612) 339-0060; e-mail: tas@ratwiklaw.com.

Date: _____

Published in the Herald Journal:



Draft 2040 Comprehensive Plan Acceptance and Submittal Authorization

APPLICATION DATA

Meeting Date: August 27, 2018
Applicant: City of Mayer

ACTION REQUESTED

Review and acceptance of the City of Mayer draft 2040 comprehensive plan update as required by the Metropolitan Council and to authorize the submittal of the draft plan to the required jurisdictions for the mandatory review.

BACKGROUND DATA

Background: The Metropolitan Council and State Statues require cities within the seven county metropolitan area to update their comprehensive plans every 10 years. The next update was due to be complete by December of this year, but in May of this year the City Council approved a resolution extending this deadline into next year, as have numerous other communities under Metropolitan Council jurisdiction. Over the last two years staff has been working on the draft plan with the Planning Commission and now has the draft at a point where it is ready for acceptance by City Council. If the City Council recommends to approve the draft for submittal for the 6 month mandatory review, staff will package the final plan and forward on to the required jurisdictions. This will include the neighboring townships, of Camden, Hollywood, Watertown and Waconia, as well as Carver County, the Metropolitan Council and school districts in the area.

The Planning Commission has reviewed the entire draft plan by chapter or by section at one time or another over the past two years and numerous changes have been made throughout that period per their recommendations. Included with this memo is the draft plan for your review. If the City Council wants to make any changes to the draft plan prior to submittal please direct staff on the specific changes requested and staff will make those changes prior to submittal for review.

CITY COUNCIL ACTION REQUIRED

After review and discussion by the City Council, a motion is needed to accept the draft 2040 comprehensive plan and authorize staff to submit the draft plan to the Metropolitan Council and required jurisdictions for the mandatory six month review. If the City Council would like any changes made to the plan, that should be included in the motion.

Possible action items

1. Recommend to accept the draft 2040 Comprehensive Plan as is or with changes and to submit the plan for the mandatory review.
2. Table the acceptance and submittal of the draft 2040 Comprehensive Plan to a date specific, and provide the applicant with direction on the issues that have been discussed.

If you have any questions relating to the draft 2040 comprehensive plan prior to the City Council meeting, please feel free to contact me at: jandersonmdg@gmail.com or call direct at 952-855-4596.

Sincerely,

MUNICIPAL DEVELOPMENT GROUP, INC.

John Anderson, Associate
Consulting Planner, City of Mayer



Memorandum

Item: Comprehensive Plan

Meeting Date: August 27, 2018

Presented By: Margaret McCallum, City Administrator

Details:

[See Attachment/Link](#)



Memorandum

Item: Metropolitan Council Comprehensive Plan Grant Agreement Amendment

Meeting Date: August 27, 2018

Presented By: Margaret McCallum, City Administrator

Details:

In April 2018, Staff submitted a 2040 Comprehensive Plan Extension Request to the Metropolitan Council because certain chapters of the document needed to yet be finalized. Delays occurred due to staff turnover and a hold on the finalization of studies.

The Comprehensive Plan, per state statute, has to be reviewed every 10 years to ensure that the plans conform to the metropolitan system plans. The 2040 plan reviews for all cities were to be completed by December 31, 2018.

The Metropolitan Council is allowed to grant extensions to cities that need additional review time.

Extension requests were due by May 31, 2018. The City of Mayer approved a resolution on May 14, 2018 asking to shift the due date from December 31, 2018 to March 15, 2019.

The Council and the Metropolitan Council agreed to this extension date.

Because the Metropolitan Council granted an extension to the due date of the City of Mayer's Comprehensive Plan, the Metropolitan Council has asked for an amendment and extension of the Metropolitan Council Local Assistance Program Grant Agreement that the City previously agreed to.

Please see the Amended Agreement and the Revised Schedule.

It must be returned to the Metropolitan Council.

Attachments:

2040 Comp Plan Extension Request.

Amendment and Extension of Metropolitan Council Local Assistance Program Grant Agreement.

Original Schedule.

Revised Schedule.

Grantee: City of Mayer

Grant No.: SG05074-01

Revised Submission Date: March 15, 2019

Revised End Date: March 15, 2020

**AMENDMENT AND EXTENSION OF
METROPOLITAN COUNCIL
LOCAL PLANNING ASSISTANCE PROGRAM**

GRANT AGREEMENT

THIS AGREEMENT is made and entered into by the Metropolitan Council (“Council”) and the metropolitan-area governmental unit identified above as the “Grantee.”

WHEREAS, Minnesota Statutes section 473.864 requires local governmental units to review and, if necessary, amend their entire comprehensive plans and their fiscal devices and official controls at least once every ten years to ensure comprehensive plans conform with metropolitan system plans and ensure fiscal devices and official controls do not conflict with comprehensive plans; and

WHEREAS, Minnesota Statutes sections 473.858 and 473.864 require local governmental units to complete their “decennial” reviews by December 31, 2018; and

WHEREAS, the Grantee and the Council entered into a grant agreement identified above (the “Agreement”) under which the Council made local planning assistance grant funds available to the Grantee to help fund certain local comprehensive planning activities associated with the Grantee’s “decennial” comprehensive plan update and the Grantee agreed to update its comprehensive plan by December 31, 2018 as required by Minnesota Statutes section 473.864, subdivision 2; and

WHEREAS, Minnesota Statutes section 473.864, subdivision 2, authorizes the Council to grant extensions to local governmental units to allow local governmental units additional time within which to complete their decennial reviews and, if necessary, amendments required by section 473.864, but the extensions must include timetables and plans for completing the reviews and amendments; and

WHEREAS, at its January 10, 2018 meeting the Metropolitan Council authorized its staff to: (1) administratively review and grant extensions to the December 31, 2018 deadline if extension requests were submitted by May 31, 2018; and (2) execute amendments to planning grant agreements to modify the date by which grantees must complete and submit their decennial updates; and

WHEREAS, the Grantee requested an extension of the December 31, 2018 date by which it must complete its decennial plan review and amendments; and

NOW THEREFORE, pursuant to Paragraphs 4.01 and 4.03 of the Agreement and the Metropolitan Council’s January 10, 2018 action, the Council and the Grantee agree to amend and extend the Agreement as follows:

1. The December 31, 2019 “End Date” identified at Page 1 of the Agreement and referenced in Paragraph 4.01, **Term and End Date**, and Paragraph 2.01(a), **Timely Plan Update Submission**, is changed to the “Revised End Date” identified at Page 1 of this amendment.

2. The December 31, 2018 date in Paragraph 2.01(a), **Timely Plan Update Submission**, by which the Grantee must review and update its local comprehensive plan is changed to the “Revised Submission Date” identified at Page 1 of this amendment. Notwithstanding the extension of the December 31, 2018 date by which the Grantee must complete and submit its decennial update, this extension does not change any due dates for surface water management plans or water supply plans.

3. The Grantee’s work plan and budget is replaced with the attached revised work plan and budget which is incorporated into this Agreement as Revised Attachment A. All references to “work plan” in the Agreement are changed to “revised work plan” and all references to “Attachment A” are changed to “Revised Attachment A.”

Except for these modifications, the provisions of the Agreement shall remain in force and effect without change.

IN WITNESS WHEREOF, the Grantee and the Council have caused this amendment to be executed by their duly authorized representatives. This amendment is effective on the date of final execution by the Council.

GRANTEE

METROPOLITAN COUNCIL

By: _____

By: _____

Its: _____

LisaBeth Barajas, Director
Community Development

Date: _____

Date: _____

By: _____

Its: _____

Date: _____

REVISED ATTACHMENT A

Grantee's Revised Work Plan and Budget

This Revised Attachment A comprises this page and the Grantee's revised work plan and budget as approved by the Council.

2040 COMP PLAN EXTENSION REQUEST

LOCAL PLANNING
HANDBOOK

Please send your completed request form and accompanying Resolution via email or mail to the **Reviews Coordinator** at the Metropolitan Council by **May 31, 2018**. Your responses to the following questions will provide the Metropolitan Council with information needed to review your extension request.

1. Please provide the following information:

Community Name	Mayer
Contact Person	Margaret McCallum
Request Date	April 25, 2018
Phone Number	952-657-1502
Email Address	cityadmin@frontiernet.net

2. **PLANNING PROCESS TIMELINE:** Please provide the target dates for each step of the planning process identified below. If you have already completed a step, indicate “completed” with the date in the table.

Process Step	Target Date
Completion of draft plan text and mapping	June 15, 2018
Initiation of 6-month review/comment period by adjacent jurisdictions, affected special districts, and school districts	August 1, 2018
Public hearing date	March 5, 2019
City Council / Town Board / County Board action	March 11, 2019
Date of plan submission to the Metropolitan Council	March 15, 2019
Completion of fiscal devises and official controls review/amendment	May 1, 2020

3. **PLANNING ISSUES:** Please identify the issue(s) below that are contributing to the need for the requested extension.

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Staff workload <input type="checkbox"/> Contract planner delays <input type="checkbox"/> Issues affecting adjacent communities <input type="checkbox"/> Data/mapping/GIS <input type="checkbox"/> Area development or redevelopment plan(s) in process <input type="checkbox"/> Planning Commission/City Council/Board member concerns <input type="checkbox"/> Population, household, employment forecast issues <input type="checkbox"/> Sewer flow forecast issues <input checked="" type="checkbox"/> MUSA/Growth staging plan <input type="checkbox"/> Public participation process <input type="checkbox"/> Density policy issues | <ul style="list-style-type: none"> <input type="checkbox"/> Community Designation considerations <input type="checkbox"/> Development of plan components: <ul style="list-style-type: none"> <input type="checkbox"/> Existing Land Use <input checked="" type="checkbox"/> Future Land Use <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Surface Water Management <input checked="" type="checkbox"/> Transportation <input checked="" type="checkbox"/> Wastewater <input type="checkbox"/> Parks and Trails <input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Implementation <input type="checkbox"/> Mississippi River Corridor Critical Area (MRCCA) <input type="checkbox"/> Other _____ |
|--|---|

4. Mark all that apply to your community.

- Planning Grant recipient
- Mapping Services requested

5. **ADDITIONAL INFORMATION:** Please provide explanation of the planning issues checked on the previous page. Include a realistic appraisal of your community's ability to submit your updated plan for review by indicated deadline, as well as the subsequent review/amendment of fiscal devices and official controls.

So the land use chapter is not complete due to the fact we need to finalize the transportation, water, sanitary sewer and surface water management chapters. These chapters were delayed, and mainly the transportation chapter, because Mayer was working with Carver County to review the State Trunk Highway 25 bypass study. Mayer has discussed moving the corridor further east to undeveloped areas and this had to be determined prior to finalizing the mentioned chapters above. The corridor has been determined which allowed the city to move forward and finalize these chapters. We expect these to be complete in the next couple of weeks and once those are done we will bring to the planning commission for final review in June and at that point we can submit to neighboring jurisdictions.

A turnover at the City Administrator position also happened in 2017 and a interim administrator was in place for approximately 6 months. During that time the comprehensive plan update was put on hold for the most part until the administrator position was filled full time.

The timeline provided is conservative and hopefully we can complete the tasks quicker than what is indicated.

Please contact your **Sector Representative** if you need any assistance.

February 2018

	Estimated Timetable (months)	Estimated Cost (Grant Funded)	% Complete	Schedule
TOTAL - COMPREHENSIVE PLAN UPDATE	20 Months	\$ 32,000		
1: Project Administration and Community Involvement			100%	
1.1 Consultant Selection & Project Administration	1 Month			
1.2 Organization and Staffing of Steering Committee	1 Month			
1.3 Public Involvement	1 Month			
2: Community Character, Profile and Future Vision		\$ -	100%	
2.1 Identification and Analysis of Population, Household, Employment, and other community characteristics	1 Month			
2.2 Identification of THRIVE Community Designation(s) and Related Policy	1 Month			
2.3 Assessment of regional and national demographic, economic, and environmental trends, issues, and opportunities	1 Month			
3: Plan Development		\$ 32,000		
3.1 Land Use	2 Months	\$ 3,000	100%	
3.2 Transportation	1 Month	\$ 2,000	100%	
3.3 Water Resources	2 Months	\$ 17,750	100%	
3.4 Parks & Trails	2 Months	\$ 2,750	100%	
3.5 Housing	1 Month	\$ 3,000	100%	
3.6 Resilience	1 Month	\$ 1,750	100%	
3.7 Economic Competitiveness	2 Months	\$ 1,750	100%	
4: Implementation Plan			12/31/2019	
4.1 Description of proposed programs, fiscal devices, and other st	1 Month			
4.2 Implementation timeline	1 Month			
4.3 Capital Improvements Program (CIP)	1 Month			
4.4 Description of relevant official controls, and schedule for any needed changes	3 Months			



Text Amendment correction regarding PRD's and PUD's

APPLICATION DATA

Meeting Date: August 27, 2018

Applicant: This is a City of Mayer initiated text amendment correction to Ordinance #215.

BACKGROUND DATA

Previous Actions

Requested:

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

Current Action

Requested:

To approve a new ordinance correcting Ordinance #215 that was approved on April 24, 2017.

Text Amendment:

About a year and a half ago the City Council adopted ordinance #215 regarding the removal of the PRD Planned Residential District and the amendment of the PUD Planned Unit Development Overlay District. When the City Council approved Ordinance #215, the wrong version of the ordinance was presented to the City Council for approval. This version was missing the section regarding the procedures for planned unit developments. At this time staff is requesting the new correct version of the ordinance is adopted. The rezoning and planned unit development overlay designations that were approved that night were correct and do not need to be reviewed or re-adopted.

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

The reason for that discussion was to determine if both the PUD and PRD districts were needed and if they were really just different ways of accomplishing the same thing. The language in this memo kept the PUD section with some minor changes and eliminated the PRD zoning district.

A PRD was an actual zoning district so whenever this was used a rezoning took place while the PUD is an overlay so the underlying zoning stays in place but a PUD is

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

The procedures and requirements for a PRD were to apply for a preliminary development with the preliminary plat. This required a public hearing at the Planning Commission who makes a recommendation to the City Council. Once the preliminary development plan was approved, the applicant then had to submit a final development plan for approval with the final plat within twelve months of the preliminary development plan approval. This step did not require a public hearing. Variations in lot size and density could only exceed 25% and the minimum size of the project must be five acres. Open space in the amount of 8% was also required to be dedicated to public use with a PRD.

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

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

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

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

152.050 ZONING DISTRICTS ESTABLISHED.

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

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

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

- ~~(A) *Intent.* To allow for the development of residential areas under a flexible regulatory process as compared to the more rigid development regulations common to traditional zoning districts. The Planned Residential Development (PRD) District provides for a joint planning design effort by developers and city officials rather than the City establishing maximum limits to which the developers must conform. Benefits resulting from the PRD District include an opportunity to protect and preserve valuable natural resources and amenities and to create new public amenities, such as parks, trails, open spaces, and housing variety; in so doing, contributing more than a conventional development does to a higher quality living environment.~~
- ~~(B) *Planned Residential Development.* The Council, after receiving the recommendation of the Planning Commission, may authorize departures from traditional dimension standards requirements of this chapter for a PRD, consistent with the intent and uses permitted in the R-1 and R-2 Districts, if the Planning Commission and the Council determine, after reviewing a complete plan, that the development is consistent with the general purposes of this chapter and that the project complies with the special requirements in this section and general development goals of the city.~~
- ~~(1) *Ownership.* The tract of land included in the PRD is under unified control at the time of application and is scheduled to be developed as one development.~~
- ~~(2) *Minimum size.* The area included in the project consists of not less than five acres of contiguous land.~~
- ~~(3) *Lot size and density.* The lot area and density allowed for uses permitted in the R-1 or R-2 Districts may be varied from the traditional standards. The maximum variation from any dimensional standard shall not exceed 25% provided the City Council finds as follows:~~
- ~~(a) The extent of any waiver or variation from traditional dimensional standards is commensurate with the extent of unique features and public benefit proposed in the PRD, as determined by the City Council.~~
- ~~(b) The provisions in § 152.064(F) are met.~~
- ~~(c) The PRD meets or exceeds other requirements of this chapter and the goals and policies of the Mayer Comprehensive Plan.~~

~~(4) *Dimensional variations.* A PRD may be allowed to depart from conventional dimensional standards and requirements for uses permitted in traditional R-1 or R-2 Districts at the discretion of the City Council. Notwithstanding other provisions relating to PRDs, every structure abutting the perimeter of the PRD shall conform to yard requirements for the R-1 and R-2 Districts. The distance between buildings in the PRD District shall not be less than 20 feet.~~

~~(5) *Open space.* In addition to the conventional park dedication requirements, a minimum of 8% of the residential portion of each PRD shall be reserved for common open space held in common ownership or dedicated for public use with approval of the Council.~~

~~(C) *Procedure.*~~

~~(1) *Preliminary development plan.* An application for approval of a preliminary development plan for a proposed PRD shall be filed with the City Clerk, along with a customary preliminary plat, by an owner or lessee of the property. The application shall be accompanied by a filing fee and escrow for estimated expenses. The application and accompanying statements shall be submitted in three copies and shall include, in addition to such information as the Planning Commission may require, a vicinity map showing in such manner as the Planning Commission may require the relationship of the proposed PRD to the Comprehensive Plan of the City, to existing public facilities and services, and to the surrounding areas, unique features of the PRD which qualify it for special consideration, a preliminary plan of the PRD area showing proposed uses, densities, proposed street and off-street parking areas, the specifics of the development plan and the proposed schedule for development. The Planning Commission shall, after holding a public hearing in the same manner as required for amendments to this chapter, recommend approval or denial of the preliminary proposal with such changes and conditions as it may suggest and shall transmit its recommendations to the City Council.~~

~~(2) *Action by Council.* The Council shall thereupon consider the application and shall approve or disapprove the application with such changes and conditions, if any, as it may deem appropriate.~~

~~(3) *Final review and approval.* Within 12 months of such approval by the Council, the applicant shall file an application for review and approval of the final development plan, along with the filing of a customary final plat. A final application and its supporting documentation shall give the same information required of plats under Chapter 151 in addition to such other information as required by this chapter and by the Planning Commission for approval of the preliminary plan. In addition, the application shall be accompanied by such other documentation as specifically required by the Planning Commission and the Council for the particular PRD.~~

~~(4) *Action on the final application.* Procedure for action by the Planning Commission and the Council on an application for review and approval of the final PRD plan shall be the same as prescribed for action on the preliminary proposal, except that a public hearing is not required. The final development plan shall conform to the preliminary development plan as approved.~~

152.065 (PUD) PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT.

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

(B) *Benefit to the public intended.* PUD's are intended to encourage the efficient use of land and resources, to promote greater efficiency in public utility serves and encourage innovation in the

planning and building of all types of development. Planned unit developments shall demonstrate at least one benefit to the public, including but not limited to the following. The applicant bears the burden of demonstrating that one or more public benefits exist:

- (1) Innovations in residential development that:
 - (a) Proactively and tangibly address the demand for housing for all economic levels;
 - (b) Provide greater variety in tenure, type, design, and siting of dwellings;
 - (c) Provide for the creation of affordable housing units through an efficient use of land resulting in smaller networks of utilities and streets, thereby lowering housing costs and public investments, except that tangible plans to maintain dwelling unit affordability provided one or more additional public benefits are found to exist.
- (2) The reestablishment, preservation and/or enhancement of desirable site characteristics such as natural topographic and geologic features.
- (3) A variety of housing types/densities together with preservation of open space/natural features within one development.
- (4) The creation of active and/or passive recreational opportunities and/or facilities that would not have been provided if no regulations were modified.
- (5) A more desirable environment than would be possible through the ~~strict~~ application of zoning and subdivision regulations of the city.

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

- (1) Two types of planned unit developments are hereby established subject to the use regulations of the zone in which the PUD is proposed to be located and provided the standards of section ~~division~~ (C)(2) are achieved:
 - (a) Single-family PUD's, comprised of detached dwelling units on individual lots, necessary street right-of-way to serve such dwelling units and any common open space, recreational facilities or other areas or facilities.
 - (b) Non-single family PUD's, comprised of attached dwelling units, detached dwelling units not on individual lots, commercial, retail, office, service, public, quasi-public or industrial buildings, or any combination thereof, the necessary streets and other public and/or private rights-of-way to serve such uses, and any appurtenant common open space, recreational facilities or other areas or facilities.
 - (c) A PUD may comprise both of the above types, subject to compliance with the use regulations of the zone in which the PUD is proposed to be located.
- (2) Planned unit developments may be located in any zone subject to use regulations; provided, that:
 - (a) The use(s) permitted in the PUD shall be governed by the use regulations of the underlying zoning classification or other generally applicable city regulations governing permitted uses, permitted accessory uses, conditional uses and interim uses, including overlay and special district regulations;
 - (b) A PUD ~~planned unit development~~ for any parcel or tract of land shall have a minimum net site area for each zoning district as set forth below excluding areas not suitable to development:
 1. Residential Districts – five (5) ~~ten~~ acre minimum.

2. General Business District – Two (2) acre minimum.
 3. Central Business District – One (1) acre minimum.
 4. Commercial/Industrial District – Five (5) acre minimum.
 5. Mixed Use PUD – Five (5) acre minimum.
- (c) The design of a PUD shall take into account the relationship of the site to the surrounding areas. The perimeter of the PUD shall be so designed as to minimize undesirable impact of the PUD on adjacent properties and, conversely, to minimize undesirable impact of adjacent land use and development characteristics on the PUD.
- (d) Common open space shall be either held in common ownership by all owners of that specific use in the PUD or dedicated for public use with approval of the City Council. Whenever possible, common open space shall be linked to the open space areas of adjoining developments. Common open space shall be of such size, shape, character, and locations as to be useable for its proposed purpose.

(D) *General requirements/permitted modifications.*

- (1) *In general.* In considering a proposed PUD project, the approval thereof may involve modifications in the regulations, requirements and standards of the ~~zone~~ zoning district in which the project is located, and in Chapter 151 Subdivisions of Title XV: Land Usage of the Municipal code for the City of Mayer. In modifying such regulations, requirements and standards as they may apply to a PUD project, the standard identified within this section ~~division~~ (D)(1) and the limitations set forth in section ~~division~~ (D)(2) and (3) shall apply. In order to be granted any such modifications, the applicant shall demonstrate that the proposed development complies with the purpose of this chapter. The applicant shall bear the burden of supporting any change in requirements. The city may increase any requirements necessary to make the project conform to the purposes of this chapter.
- (a) *Front yard setbacks.* The requirements for minimum front yard setbacks for the zoning district ~~zone~~ in which the planned unit development is located shall apply to all exterior boundary lines of the site, except if the proposed use in the PUD adjacent to the exterior property line of the site, is substantially the same use as the existing uses adjacent to the exterior boundary line of the site of the planned unit development.
- (b) *Distance between buildings.* The minimum distance between structures shall be 14 feet.
- (c) *Building height.* Building height shall be governed by the requirements of the underlying zoning district classification as set forth therein.
- (d) All permitted, permitted accessory, ~~and~~ ~~or~~ conditional and interim uses contained in the underlying zoning district shall be treated as permitted, permitted accessory, ~~and~~ conditional and interim uses in the PUD overlay district. Uses not listed as permitted, permitted accessory, ~~or~~ conditional or interim in a specific district shall not be allowed in a PUD unless it is found that the use is complementary to the functionality of the development and the other uses found therein.
- (e) An increase in density may be permitted to encourage the preservation of natural resources, topography and geological features. Excluded from the calculation shall be areas which would normally not be developable such as waterways or water bodies, wetlands, shorelands, floodplains, steep slopes, hydric soils and the like in addition to areas required for streets, parks, pedestrian facilities, storm water controls and placement of public utilities.

- (f) Off-street parking and loading space shall be provided in each PUD in the same ratios for types of building and uses as required in the underlying zoning district. However, the city may reduce the number of parking spaces required provided PUD applicants submit information demonstrating a reduced need for parking facilities (e.g. senior housing complex, PUD's featuring joint parking facilities, parking study, proximity to and availability of bus service coupled with transit-friendly design, and the like).
- ~~(g) The major internal streets serving each PUD shall be functionally connected to at least one minor arterial or collector street as defined by the Comprehensive Plan.~~
- (g) The streets connecting with any PUD must be of sufficient size and character to accommodate the traffic to be produced by the project. The streets connecting with any PUD shall not significantly alter the character of existing residential neighborhoods. Evaluation of the proposal pursuant to this section shall include consideration of the following criteria:
1. The increase in traffic which will be generated by the development;
 2. The present width and condition of streets to be affected;
 3. Presence or absence of improved sidewalks and trails;
 4. Potential impacts upon the value of surrounding properties;
 5. Anticipated effect upon availability of parking;
 6. Existence of a particular conflict between vehicular and pedestrian traffic;
 7. The street type designated in the Comprehensive Plan.
- (h) The city may reduce paved right-of-way width requirements outlined in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer for streets contained within the PUD providing:
1. A demonstrated benefit to the public exists that would not exist if not for the reduction of street width; and
 2. Providing the City Engineer and city's emergency service providers (fire, ambulance, and police) review the PUD to determine adequacy of proposed street widths. The city may require total right-of-way widths (including non-paved) to adhere to standards contained within Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer.
- (2) *Single-family PUD's.* Single-family PUD's shall be subject to the following limitations in modification of regulations in addition to those limitations set forth in section division (D)(1):
- (a) The minimum lot size and lot width, as required in the underlying zoning district, classification may be reduced by up to twenty-five percent (25%) provided that an area, in addition to conventional park dedication requirements, in the amount of eight percent (8%) of the total site area, shall be preserved for common open space and held in common ownership or dedicated for public use provided the City Council finds the open space is set aside for the following: that an area(s), not including a critical area or storm water conveyance or storage facility, equal to the combined reduction in lot area is set aside for the following:
1. Common useable open space comprising landscaping and facilities such as but not limited to play areas, trails, picnic tables and benches;
 2. Areas containing significant trees as defined by the city;

3. Other non-critical areas, the preservation or creation of which promote one or more goals and/or policies of the Comprehensive Plan;
 4. ~~The applicant shall demonstrate that the area proposed to be set aside creates a public benefit which would not exist if the minimum lot size were not modified;~~
 - A. ~~The minimum lot width as required within the underlying zoning classification may be reduced up to 25%.~~
 - B. ~~Within self-contained (i.e. private) developments, the minimum front yard setback as required by the underlying zoning classification for individual lots may be reduced up to 50%, except that the front yard setback from all exterior boundary lines shall conform to the underlying zoning classification requirements.~~
 - C. ~~The minimum rear yard setbacks shall be 20 feet.~~
 - D. ~~The minimum side yard setback shall be seven feet. The minimum corner lot side yard setbacks along the secondary street frontage shall be 20 feet.~~
- (3) *Non-single-family PUD's.* Non-single-family PUD's shall be subject to the following limitations in modification of regulations in addition to those limitations set forth within the underlying zoning district: ~~classification~~:
- (a) When a PUD containing dwelling units is proposed on property having more than one underlying residential district, ~~zone~~ the total number of dwelling units allowed may be determined by totaling the number of dwelling units allowed to be located on each portion of the PUD area located in a separate zone according to the regulations of that zone.
 - (b) The city, at its discretion, may allow the number of units arrived at under section ~~division~~ (D)(3)(a) above to be located anywhere within the PUD subject to the PUD approval process set forth in this section and provided the city makes a finding of fact that a public benefit resulting from such action is present.
- (E) *Subdivision requirements.* The approval of a preliminary and final plat ~~subdivision~~ shall be required of all projects which involve or contemplate the subdivision of land and the procedures set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer Chapter 154 shall be followed concurrently herewith. The approved final development plan shall be a binding site plan. A lease of land not involving a residential structure shall be exempt from Chapter 151 if the lease conforms to the final development plan.
- (F) *Pre-application/informational meeting and concept plan required.*
- (1) *Informal meeting.* Prior to filing an application for preliminary PUD plan approval, the applicant of the proposed PUD shall arrange for and attend an informational meeting with city staff. At such conference, the applicant shall be prepared to generally describe the applicant's proposal for a PUD. The primary purpose of the meeting shall be to provide the applicant with an opportunity to gather information and obtain guidance as to the general suitability of the conformity to the provisions of this chapter before incurring substantial expense in the preparation of detailed plans, surveys, and other data.
 - (2) Following a pre-application/informational meeting but prior to submitting an application for preliminary plan approval, the applicant for a proposed PUD shall submit to the city a general concept plan for review by city staff and/or the Planning Commission and City Council.
- (a) *Purpose.* The general concept plan provides an opportunity for the applicant to submit a plan to the city showing the applicant's basic intent and the general nature of the entire

development without incurring substantial cost. This concept plan serves as the basis for the informational meeting so that the proposal may be considered at an early stage. The following elements of the proposed general concept plan represent the immediate significant elements which the city shall review and for which a decision shall be rendered:

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

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

- (1) Each PUD shall require preliminary and final plan approval according to the following process.

(a) Preliminary PUD Plan Review.

1. Process. The applicant for a PUD shall apply for a preliminary plan review. The Planning Commission shall make a recommendation to the City Council to approve or deny the preliminary plan and the City Council shall take final action on the application. City Council approval of the preliminary plan indicates that the applicant can proceed to final plan review. The application for preliminary plan review shall be accompanied by supporting information as listed in this section or as deemed necessary by the City to fully explain the property, the applicant and the proposed development. The application may include further information, as the applicant deems appropriate for the preliminary plan review for the proposed PUD. The City may require additional information depending on the complexity of the proposal.

The timeframe for the City action begins at the point of submittal of a complete application for the preliminary PUD plan review. An approved preliminary PUD plan shall expire within one (1) year, if a final plan has not been filed and approved, unless an extension is granted by the City Council.

(b) Final PUD Plan Review.

1. Process. The applicant shall have secured final plan review approval by the City Council within one (1) year following the date of approval of the preliminary PUD plan review. If application for final plan review is not received within one (1) year, the preliminary plan review will be considered abandoned and a new application for preliminary plan review must be submitted. The City Council shall make a final determination on approval of the final PUD plan review.

(c) Fees. The required application fee shall accompany applications for concept plan, preliminary PUD plan and final PUD plan. The applicant shall pay fees as set forth by the City Council.

(d) Public Hearing Notices. All preliminary PUD plan applications shall require a public hearing and shall be noticed and processed as follows.

1. After the filing of an preliminary PUD plan application, the City shall set a date for a public hearing. Notice of the hearing shall be posted and published at least ten (10) days prior

to the date of the hearing. Notice of proposed preliminary PUD plan shall be mailed to each property owner within three hundred and fifty feet (350') of the proposed PUD boundary. Upon hearing the request, the Planning Commission shall recommend approval, denial or conditional approval of the preliminary PUD plan and shall state the reasons for its action. The City Council shall consider the recommendation by the Planning Commission shall approve, deny or modify the request for the preliminary PUD plan.

(e) Developers Agreements. A developer's agreement may be executed, at the discretion of the City, reflecting all terms and conditions of the approved PUD plans and financial requirements.

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

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

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

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

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

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

(b) A map of the subject property and surrounding area determined by the city to be relevant for comprehensive planning, environmental assessment or zoning review purposes, which shall depict comprehensive plan designations, zoning classifications and existing land uses and utility mains/urban facilities including parks and streets;

(c) A proposed site plan for the subject property depicting the following:

1. Topography at two-foot contours. ~~for slopes fifteen 15% or less and five-foot contours for slopes over 15%;~~
2. Individual trees over eight (8) inches in trunk diameter measured four (4) feet above the base of the trunk in areas to be developed or otherwise disturbed;

3. Designated placement, location, and principal dimensions of lots, buildings, streets, parking areas, recreation areas and other open space, landscaping areas and utilities;
 4. If the developer owns or otherwise controls property adjacent to the proposed development, a conceptual plan for such property demonstrating that it can be developed in a compatible manner with the proposed development;
- (d) A conceptual landscape plan showing existing and proposed landscaping including groundcover, shrubbery and tree species;
 - (e) Drawing and/or text showing scale, bulk and architectural character of proposed structures;
 - (f) For single-family PUD's, a conceptual drawing depicting the number and location of lots which would be allowed if no regulations were modified;
 - (g) Special features including but not limited to critical areas and sites or structures of historic significance;
 - (h) Text describing conditions or features which cannot be adequately displayed on maps or drawings;
 - (i) A narrative stating how the proposed development complies with the goals and policies of the Comprehensive Plan;
 - (j) A narrative stating how the proposed plan impacts adjacent property owners;
 - (k) A narrative describing the public benefit of the proposed PUD;
 - (l) A narrative describing proposed operation/maintenance of the development including open areas, stormwater features and recreational facilities resulting from the subdivision;
 - (m) If applicable, draft conditions, covenants and restrictions and other documents relating to operation and maintenance of the development, including all of its open areas and recreational facilities;
 - (n) Information normally required within the underlying zoning classification relating to site plan review;
 - (o) Other information required by the city.
- ~~(2) The applicant may submit to the city Planner proposed development standards which, if approved by the city, shall become a part of the preliminary plan in lieu of the requirement of section division (1)(1)(b) above for specifying placement, location and principal dimensions of buildings, streets, and parking areas. This alternative process is intended to accommodate the need for flexibility in large scale non single family developments, while ensuring that sufficient information as to the nature of the development is available upon which to base a decision concerning the preliminary development plan. Proposed development standards shall specifically set forth parameters for location, dimensions and design of buildings, streets and parking areas. (Should this section be removed?)~~

(J) Preliminary PUD Plan – criteria for approval.

- (1) Preliminary PUD approval shall be granted by the city only if the applicant demonstrates that:
 - (a) The proposed project shall not be detrimental to present and potential surrounding land use.

- (b) Land surrounding the proposed development can be planned in coordination with the proposed development and can be developed so as to be mutually compatible.
 - (c) Streets and sidewalks, existing and proposed, are suitable and adequate to carry anticipated traffic within the proposed project and in the vicinity of the proposed project, in light of the criteria set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer and the Comprehensive Plan.
 - (d) Services including potable water, sanitary sewer and storm drainage are available or can be provided by the development prior to occupancy.
 - (e) Each phase of the proposed development, as it is planned to be completed, contains the required parking spaces, recreation spaces, landscape and utility areas necessary for creating and sustaining a desirable and stable environment.
 - (f) The project conforms with the purposes and standards prescribed in this chapter.
 - (g) The project conforms to the Comprehensive Plan.
- (2) Conformance with the design standards and required improvements as set forth within Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer.

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

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

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

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

- (1) Within twelve (12) months following the approval of the preliminary PUD, the applicant shall file the final PUD conforming to the approved preliminary PUD. The final PUD shall include the following:
 - (a) A survey of the property, showing for all areas to be developed or disturbed, existing features, including topography at two (2) foot contours, ~~for slopes 15% or less and five foot contours for slopes over 15%~~ buildings, structures, trees over eight (8) inches in trunk diameter measured four (4) feet above the base of the trunk, streets, utility easements, rights-of-way, and existing land uses;
 - (b) Elevation and perspective drawings of project structures and improvements;
 - (c) Proposed final association documents, declarations of covenants, conditions and restrictions (~~C,C & R~~) and other documents relating to operation and maintenance of the development, including all of its open areas and recreational facilities, which (~~C,C & R~~) and other documents shall be recorded upon final PUD approval;
 - (d) Proposed final agreements which may have been required as conditions of preliminary PUD approval;
 - (e) A development schedule;
 - (f) The following plans and diagrams:
 - 1. An off-street parking plan;
 - 2. A circulation diagram indicating the proposed movement of vehicles and pedestrians within the planned unit development, and to and from existing and programmed thoroughfares; any special engineering features and traffic regulating devices needed to facilitate or ensure the safety of this circulation pattern must be shown;
 - 3. Landscaping and tree planting plan, including site grading;
 - 4. A topographic map or model of the site and surrounding vicinity;
- (2) In the event that development standards were submitted and approved as part of the preliminary PUD development plan, development standards shall be made binding upon all future owners ~~developers~~ of the property in a manner acceptable to the city and may be submitted in lieu of elevation and perspective drawings of project improvements.

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

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

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

- (1) In the event the final PUD or any required application and materials attendant papers are not filed within twelve (12) months following approval of a preliminary PUD, except as provided elsewhere in this chapter or as noted in section division (O)(2) below, the approval of the preliminary PUD shall lapse and the approval shall be deemed null and void and without force or effect.
- (2) When it is determined as part of the preliminary PUD approval that the final PUD is to be phased, the final PUD for the first phase shall be submitted within twelve (12) months of preliminary approval. The final development plan for each subsequent phase shall be submitted within the schedule established at the time of preliminary PUD approval. In the case of a PUD which includes a subdivision, the final PUD shall be submitted within two (2) years of receiving preliminary approval.
- (3) The time period for filing a final PUD shall not include periods of time during which progress on the final PUD was reasonably halted or delayed due to the filing and pendency of legal actions challenging an approval granted by the city pursuant to this chapter; provided, that in all cases when more than two (2) years have elapsed subsequent to the date of approval of a preliminary PUD the applicant ~~permittee~~ shall be required to comply with all current building, construction, subdivision and other applicable standards of the city prior to being granted approval of the final PUD; provided, that a change in zoning district classification enacted subsequent to approval of the final development plan shall not affect the project.

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

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

(j) ~~The City staff Planner~~ determines that the change will not increase any adverse impacts or undesirable effects of the project, or that the change in no way significantly alters the project.

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

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

(1) Whenever common open space or service facilities are provided within the PUD, the PUD plan shall contain provisions to assure the continued operation and maintenance of such open space and service facilities to a predetermined reasonable standard.

(2) Common open space and service facilities within a PUD shall be placed under the ownership of one or more of the following:

(a) Landlord control where only use by tenants is anticipated.

(b) Property owner's association, provided all of the following conditions are met:

1. Prior to the use, occupancy, sale or the execution of contracts for sale of an individual building unit, lots, parcel, tract, townhouse, apartment, or area, a declaration of covenants, conditions and restrictions or an equivalent document as specified in Minnesota Statutes shall be filed with the city ~~Planner~~ prior to the filings of the ~~declaration of documents or floor plans~~ with the County Recorder's Office.

2. The declaration of covenants, conditions and restrictions or equivalent document shall specify that deeds, leases or documents of conveyance affecting buildings, units, lots, parcels, tracts, townhouses or apartments shall subject the properties to the terms of the declaration.

3. The declaration of covenants, conditions and restrictions shall provide that an owner's association or corporation may be formed and if such an association or corporation is formed, property owners must be members of the association or corporation which shall maintain all properties and common areas in good repair and which shall assess individual property owners proportionate shares of joint or common costs. This declaration may be subject to the review and approval of the City Attorney. The intent of this requirement is to protect the property values of the individual owner through establishing effective private control.

4. The declaration shall additionally provide that in the event the association or corporation fails to maintain properties in accordance with the applicable rules and regulations of the city, or fails to pay taxes or assessments on properties as they become due, and in the event the city incurs any expenses not immediately reimbursed by the association or corporation, then the city shall have the right to assess each property its pro rata share of

the expenses. Such assessments, together with interest thereon and costs of collection, shall be a lien on each property against which such assessment is made.

5. Membership in the association must be mandatory for each owner within that neighborhood in the PUD, as determined with the approval of the final PUD, and any successive buyer and the association must be responsible for liability insurance, taxes, and the maintenance of the open space facilities to be deeded to it.
 6. The open space restrictions must be permanent and not for a given period of years.
 7. Property owners must pay their pro rata share of the cost of the association by means of an assessment to be levied by the association which meets the requirements for becoming a lien on the property in accordance with state law and the association must be able to adjust the assessment to meet changing needs.
 8. The by-laws and rules of the association and all covenants and restrictions to be recorded must be approved by the City Council prior to the approval of the final PUD plan.
- (3) *Staging of common open space.* The construction and provision of all of the common open space and public improvements and recreational facilities that are shown on the final development plan for a PUD must proceed at the same rate as the construction of dwelling units or other private facilities.
- (S) *Building permits – certificates of occupancy.* The city shall issue building permits for buildings and structures which conform with the approved final PUD and with all other applicable city ordinances and regulations. The city shall issue a certificate of occupancy for completed buildings or structures which conform to the requirements of the approved final PUD and all other applicable city ordinances and regulations. The construction and development of all the open spaces and public and recreational facilities of each project phase must be completed or bonded before any certificate of occupancy will be issued.
- (T) *Extension of time for construction.* For good cause shown, the city, at its discretion, may grant one (1) extension of time for commencement or continuation of construction subsequent to approval of the final PUD.
- (U) *Termination of PUD – failure to commence or continue construction.*
- (1) If construction has not been started within two (2) years from the date of approval of a final PUD with an associated subdivision, or two (2) years from the date of approval of any other final PUD, or if construction has been commenced but the work has been abandoned for a period of one (1) year or more, and if no extension of time has been granted as provided in herein, the authorization granted for the PUD project shall terminate and all permits and approvals issued pursuant to such authorization shall expire and be null and void.
 - (2) The time period of commencing or continuing construction shall not include periods of time during which commencement of construction or continuation of construction was reasonably halted or reasonably delayed due to the filing of pendency of legal action challenging an approval granted by the city pursuant to this chapter; however, in all cases, when more than two (2) years have elapsed subsequent to the date of approval of a final PUD with associated subdivision, or more than two (2) years have elapsed subsequent to the date of approval of any other final PUD the applicant ~~permitee~~ shall be required to comply with all current building, construction, subdivision and other applicable standards of the city; provided, that a change in zoning district classification enacted subsequent to approval of the final development plan shall not affect the project.
- (V) *Sale of lots.* Lots in a platted PUD may be sold to separate owners according to the separate lots as shown in the plat filed and approved in connection therewith. No sale shall be permitted which

subdivides a lot in such a manner as to create a new lot line except as provided in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer.

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

CITY COUNCIL ACTION REQUIRED

After review and discussion by the members of the City Council, one motion is in order to approve, deny or to table the ordinance correcting the previously approved text amendment.

Possible action items - Text Amendment

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

Possible action items - Rezoning

1. No additional action is required.

Possible action items - Planned Unit Development Overlay District

1. No additional action is required.

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

Sincerely,

MUNICIPAL DEVELOPMENT GROUP, LLC

John Anderson, Associate
Consulting Planner, City of Mayer

LIST OF ATTACHMENTS

None

**CITY OF MAYER
ORDINANCE #223**

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

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

Section 1. Title XV: Land Usage, Chapter 152 Zoning, Section 152.050 Zoning Districts Established, of the City of Mayer Municipal Code, is hereby repealed in its entirety, and is replaced by the following new Chapter 152 Zoning, Section 152.050 Zoning Districts Established:

152.050 ZONING DISTRICTS ESTABLISHED.

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

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

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

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

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

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

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

~~(2) *Minimum size.* The area included in the project consists of not less than five acres of contiguous land.~~

~~(3) *Lot size and density.* The lot area and density allowed for uses permitted in the R-1 or R-2 Districts may be varied from the traditional standards. The maximum variation from any dimensional standard shall not exceed 25% provided the City Council finds as follows:~~

~~(a) The extent of any waiver or variation from traditional dimensional standards is commensurate with the extent of unique features and public benefit proposed in the PRD, as determined by the City Council.~~

~~(b) The provisions in § 152.064(F) are met.~~

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

~~(4) *Dimensional variations.* A PRD may be allowed to depart from conventional dimensional standards and requirements for uses permitted in traditional R-1 or R-2 Districts at the discretion of the City Council. Notwithstanding other provisions relating to PRDs, every structure abutting the perimeter of the PRD shall conform to yard~~

requirements for the R-1 and R-2 Districts. The distance between buildings in the PRD District shall not be less than 20 feet.

(5) ~~*Open space.*~~ In addition to the conventional park dedication requirements, a minimum of 8% of the residential portion of each PRD shall be reserved for common open space held in common ownership or dedicated for public use with approval of the Council.

~~(C) — *Procedure.*~~

(1) ~~— *Preliminary development plan.*~~ An application for approval of a preliminary development plan for a proposed PRD shall be filed with the City Clerk, along with a customary preliminary plat, by an owner or lessee of the property. The application shall be accompanied by a filing fee and escrow for estimated expenses. The application and accompanying statements shall be submitted in three copies and shall include, in addition to such information as the Planning Commission may require, a vicinity map showing in such manner as the Planning Commission may require the relationship of the proposed PRD to the Comprehensive Plan of the City, to existing public facilities and services, and to the surrounding areas, unique features of the PRD which qualify it for special consideration, a preliminary plan of the PRD area showing proposed uses, densities, proposed street and off-street parking areas, the specifics of the development plan and the proposed schedule for development. The Planning Commission shall, after holding a public hearing in the same manner as required for amendments to this chapter, recommend approval or denial of the preliminary proposal with such changes and conditions as it may suggest and shall transmit its recommendations to the City Council.

(2) ~~— *Action by Council.*~~ The Council shall thereupon consider the application and shall approve or disapprove the application with such changes and conditions, if any, as it may deem appropriate.

(3) ~~— *Final review and approval.*~~ Within 12 months of such approval by the Council, the applicant shall file an application for review and approval of the final development plan, along with the filing of a customary final plat. A final application and its supporting documentation shall give the same information required of plats under Chapter 151 in addition to such other information as required by this chapter and by the Planning Commission for approval of the preliminary plan. In addition, the application shall be accompanied by such other documentation as specifically required by the Planning Commission and the Council for the particular PRD.

(4) ~~— *Action on the final application.*~~ Procedure for action by the Planning Commission and the Council on an application for review and approval of the final PRD plan shall be the same as prescribed for action on the preliminary proposal, except that a public hearing is not required. The final development plan shall conform to the preliminary development plan as approved.

Section 3. Title XV: Land Usage, Chapter 152 Zoning, Section 152.065 (PUD) Planned Unit Development Overlay District, of the City of Mayer Municipal Code, is hereby repealed in its entirety, and is replaced by the following new Chapter 152 Zoning, Section 152.065 (PUD) Planned Unit Development Overlay District:

152.065 (PUD) PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT.

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

- (B) *Benefit to the public intended.* PUD's are intended to encourage the efficient use of land and resources, to promote greater efficiency in public utility serves and encourage innovation in the planning and building of all types of development. Planned unit developments shall demonstrate at least one benefit to the public, including but not limited to the following. The applicant bears the burden of demonstrating that one or more public benefits exist:
 - (1) Innovations in residential development that:
 - (a) Proactively and tangibly address the demand for housing for all economic levels;
 - (b) Provide greater variety in tenure, type, design, and siting of dwellings;
 - (c) Provide for the creation of affordable housing units through an efficient use of land resulting in smaller networks of utilities and streets, thereby lowering housing costs and public investments, except that tangible plans to maintain dwelling unit affordability provided one or more additional public benefits are found to exist.

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

- (3) A variety of housing types/densities together with preservation of open space/natural features within one development.
- (4) The creation of active and/or passive recreational opportunities and/or facilities that would not have been provided if no regulations were modified.
- (5) A more desirable environment than would be possible through the application of zoning and subdivision regulations of the city.

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

- (1) Two types of planned unit developments are hereby established subject to the use regulations of the zone in which the PUD is proposed to be located and provided the standards of section (C)(2) are achieved:
 - (a) Single-family PUD's, comprised of detached dwelling units on individual lots, necessary street right-of-way to serve such dwelling units and any common open space, recreational facilities or other areas or facilities.
 - (b) Non-single family PUD's, comprised of attached dwelling units, detached dwelling units not on individual lots, commercial, retail, office, service, public, quasi-public or industrial buildings, or any combination thereof, the necessary streets and other public and/or private rights-of-way to serve such uses, and any appurtenant common open space, recreational facilities or other areas or facilities.
 - (c) A PUD may comprise both of the above types, subject to compliance with the use regulations of the zone in which the PUD is proposed to be located.
- (2) Planned unit developments may be located in any zone subject to use regulations; provided, that:
 - (a) The use(s) permitted in the PUD shall be governed by the use regulations of the underlying zoning classification or other generally applicable city regulations governing permitted uses, permitted accessory uses, conditional uses and interim uses, including overlay and special district regulations;
 - (b) A PUD for any parcel or tract of land shall have a minimum net site area for each zoning district as set forth below excluding areas not suitable to development:
 - 1. Residential Districts – five (5) acre minimum.
 - 2. General Business District – Two (2) acre minimum.

3. Central Business District – One (1) acre minimum.
4. Commercial/Industrial District – Five (5) acre minimum.
5. Mixed Use PUD – Five (5) acre minimum.

- (c) The design of a PUD shall take into account the relationship of the site to the surrounding areas. The perimeter of the PUD shall be so designed as to minimize undesirable impact of the PUD on adjacent properties and, conversely, to minimize undesirable impact of adjacent land use and development characteristics on the PUD.
- (d) Common open space shall be either held in common ownership by all owners of that specific use in the PUD or dedicated for public use with approval of the City Council. Whenever possible, common open space shall be linked to the open space areas of adjoining developments. Common open space shall be of such size, shape, character, and locations as to be useable for its proposed purpose.

(D) *General requirements/permitted modifications.*

- (1) *In general.* In considering a proposed PUD project, the approval thereof may involve modifications in the regulations, requirements and standards of the zoning district in which the project is located, and in Chapter 151 Subdivisions of Title XV: Land Usage of the Municipal code for the City of Mayer. In modifying such regulations, requirements and standards as they may apply to a PUD project, the standard identified within this section (D)(1) and the limitations set forth in section (D)(2) and (3) shall apply. In order to be granted any such modifications, the applicant shall demonstrate that the proposed development complies with the purpose of this chapter. The applicant shall bear the burden of supporting any change in requirements. The city may increase any requirements necessary to make the project conform to the purposes of this chapter.
 - (a) *Front yard setbacks.* The requirements for minimum front yard setbacks for the zoning district in which the planned unit development is located shall apply to all exterior boundary lines of the site, except if the proposed use in the PUD adjacent to the exterior property line of the site, is substantially the same use as the existing uses adjacent to the exterior boundary line of the site of the planned unit development.
 - (b) *Distance between buildings.* The minimum distance between structures shall be 14 feet.

- (c) *Building height.* Building height shall be governed by the requirements of the underlying zoning district classification as set forth therein.
- (d) All permitted, permitted accessory, conditional and interim uses contained in the underlying zoning district shall be treated as permitted, permitted accessory, conditional and interim uses in the PUD overlay district. Uses not listed as permitted, permitted accessory, ~~or~~ conditional or interim in a specific district shall not be allowed in a PUD unless it is found that the use is complementary to the functionality of the development and the other uses found therein.
- (e) An increase in density may be permitted to encourage the preservation of natural resources, topography and geological features. Excluded from the calculation shall be areas which would normally not be developable such as waterways or water bodies, wetlands, shorelands, floodplains, steep slopes, hydric soils and the like in addition to areas required for streets, parks, pedestrian facilities, storm water controls and placement of public utilities.
- (f) Off-street parking and loading space shall be provided in each PUD in the same ratios for types of building and uses as required in the underlying zoning district. However, the city may reduce the number of parking spaces required provided PUD applicants submit information demonstrating a reduced need for parking facilities (e.g. senior housing complex, PUD's featuring joint parking facilities, parking study, proximity to and availability of bus service coupled with transit-friendly design, and the like).
- (g) The streets connecting with any PUD must be of sufficient size and character to accommodate the traffic to be produced by the project. The streets connecting with any PUD shall not significantly alter the character of existing residential neighborhoods. Evaluation of the proposal pursuant to this section shall include consideration of the following criteria:
 - 1. The increase in traffic which will be generated by the development;
 - 2. The present width and condition of streets to be affected;
 - 3. Presence or absence of improved sidewalks and trails;
 - 4. Potential impacts upon the value of surrounding properties;
 - 5. Anticipated effect upon availability of parking;

6. Existence of a particular conflict between vehicular and pedestrian traffic;
 7. The street type designated in the Comprehensive Plan.
- (h) The city may reduce paved right-of-way width requirements outlined in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer for streets contained within the PUD providing:
1. A demonstrated benefit to the public exists that would not exist if not for the reduction of street width; and
 2. Providing the City Engineer and city's emergency service providers (fire, ambulance, and police) review the PUD to determine adequacy of proposed street widths. The city may require total right-of-way widths (including non-paved) to adhere to standards contained within Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code for the City of Mayer.
- (2) *Single-family PUD's*. Single-family PUD's shall be subject to the following limitations in modification of regulations in addition to those limitations set forth in section ~~division~~ (D)(1):
- (a) The minimum lot size and lot width, as required in the underlying zoning district, may be reduced by up to twenty-five percent (25%) provided that an area, in addition to conventional park dedication requirements, in the amount of eight percent (8%) of the total site area, shall be preserved for common open space and held in common ownership or dedicated for public use provided the City Council finds the open space is set aside for the following:
1. Common useable open space comprising landscaping and facilities such as but not limited to play areas, trails, picnic tables and benches;
 2. Areas containing significant trees as defined by the city;
 3. Other non-critical areas, the preservation or creation of which promote one or more goals and/or policies of the Comprehensive Plan;

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

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

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

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

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

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

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

(a) *Purpose.* The general concept plan provides an opportunity for the applicant to submit a plan to the city showing the applicant's basic intent and the general nature of the entire development without incurring

substantial cost. This concept plan serves as the basis for the informational meeting so that the proposal may be considered at an early stage. The following elements of the proposed general concept plan represent the immediate significant elements which the city shall review and for which a decision shall be rendered:

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

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

(1) Each PUD shall require preliminary and final plan approval according to the following process.

(a) Preliminary PUD Plan Review.

1. Process. The applicant for a PUD shall apply for a preliminary plan review. The Planning Commission shall make a recommendation to the City Council to approve or deny the preliminary plan and the City Council shall take final action on the application. City Council approval of the preliminary plan indicates that the applicant can proceed to final plan review. The application for preliminary plan review shall be accompanied by supporting information as listed in this section or as deemed necessary by the City to fully explain the property, the applicant and the proposed development. The application may include further information, as the applicant deems appropriate for the preliminary plan review for the proposed PUD. The City may require additional information depending on the complexity of the proposal.

The timeframe for the City action begins at the point of submittal of a complete application for the preliminary PUD plan review. An approved preliminary PUD plan shall expire within one (1) year, if a

final plan has not been filed and approved, unless an extension is granted by the City Council.

- (b) Final PUD Plan Review
 - 1. Process. The applicant shall have secured final plan review approval by the City Council within one (1) year following the date of approval of the preliminary PUD plan review. If application for final plan review is not received within one (1) year, the preliminary plan review will be considered abandoned and a new application for preliminary plan review must be submitted. The City Council shall make a final determination on approval of the final PUD plan review.
 - (c) Fees. The required application fee shall accompany applications for concept plan, preliminary PUD plan and final PUD plan. The applicant shall pay fees as set forth by the City Council.
 - (d) Public Hearing Notices. All preliminary PUD plan applications shall require a public hearing and shall be noticed and processed as follows.
 - 1. After the filing of an preliminary PUD plan application, the City shall set a date for a public hearing. Notice of the hearing shall be posted and published at least ten (10) days prior to the date of the hearing. Notice of proposed preliminary PUD plan shall be mailed to each property owner within three hundred and fifty feet (350') of the proposed PUD boundary. Upon hearing the request, the Planning Commission shall recommend approval, denial or conditional approval of the preliminary PUD plan and shall state the reasons for its action. The City Council shall consider the recommendation by the Planning Commission shall approve, deny or modify the request for the preliminary PUD plan.
 - (e) Developers Agreements. A developer's agreement may be executed, at the discretion of the City, reflecting all terms and conditions of the approved PUD plans and financial requirements.
- (2) If land subdivision is requested in conjunction with the PUD plan, both preliminary and final PUD plan approvals shall be processed concurrently with the platting procedures set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer. Required data, parkland/fee-in-lieu of parkland dedication, design standards and required improvements shall be the same as per a conventional subdivision and as set forth within

addition to the data requirements itemized within Chapter 151 the application shall also include information necessary to process the PUD preliminary and final plan(s) as contained within this section. The City may waive requirements determined to be redundant.

- (3) The preliminary plan and the final plan may be combined and together processed through review as a final PUD plan. In addition, the applicant may need to file concurrent rezoning, preliminary plat, or final plat applications in accordance with the procedures set forth in this chapter or chapter 151.

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

- (I) *Preliminary PUD Plan – contents of complete application.*
 - (1) The applicant shall file with the city a preliminary PUD plan (seven large scale copies and fifteen 11x17 copies), which includes the following:
 - (a) A legal description of the property proposed to be developed;
 - (b) A map of the subject property and surrounding area determined by the city to be relevant for comprehensive planning, environmental assessment or zoning review purposes, which shall depict comprehensive plan designations, zoning classifications and existing land uses and utility mains/urban facilities including parks and streets;
 - (c) A proposed site plan for the subject property depicting the following:
 - 1. Topography at two-foot contours.
 - 2. Individual trees over eight (8) inches in trunk diameter measured four (4) feet above the base of the trunk in areas to be developed or otherwise disturbed;

3. Designated placement, location, and principal dimensions of lots, buildings, streets, parking areas, recreation areas and other open space, landscaping areas and utilities;
 4. If the developer owns or otherwise controls property adjacent to the proposed development, a conceptual plan for such property demonstrating that it can be developed in a compatible manner with the proposed development;
- (d) A conceptual landscape plan showing existing and proposed landscaping including groundcover, shrubbery and tree species;
 - (e) Drawing and/or text showing scale, bulk and architectural character of proposed structures;
 - (f) For single-family PUD's, a conceptual drawing depicting the number and location of lots which would be allowed if no regulations were modified;
 - (g) Special features including but not limited to critical areas and sites or structures of historic significance;
 - (h) Text describing conditions or features which cannot be adequately displayed on maps or drawings;
 - (i) A narrative stating how the proposed development complies with the goals and policies of the Comprehensive Plan;
 - (j) A narrative stating how the proposed plan impacts adjacent property owners;
 - (k) A narrative describing the public benefit of the proposed PUD;
 - (l) A narrative describing proposed operation/maintenance of the development including open areas, stormwater features and recreational facilities resulting from the subdivision;
 - (m) If applicable, draft conditions, covenants and restrictions and other documents relating to operation and maintenance of the development, including all of its open areas and recreational facilities;
 - (n) Information normally required within the underlying zoning classification relating to site plan review;

(o) Other information required by the city.

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

(1) Preliminary PUD approval shall be granted by the city only if the applicant demonstrates that:

(a) The proposed project shall not be detrimental to present and potential surrounding land use.

(b) Land surrounding the proposed development can be planned in coordination with the proposed development and can be developed so as to be mutually compatible.

(c) Streets and sidewalks, existing and proposed, are suitable and adequate to carry anticipated traffic within the proposed project and in the vicinity of the proposed project, in light of the criteria set forth in Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer and the Comprehensive Plan.

(d) Services including potable water, sanitary sewer and storm drainage are available or can be provided by the development prior to occupancy.

(e) Each phase of the proposed development, as it is planned to be completed, contains the required parking spaces, recreation spaces, landscape and utility areas necessary for creating and sustaining a desirable and stable environment.

(f) The project conforms with the purposes and standards prescribed in this chapter.

(g) The project conforms to the Comprehensive Plan.

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

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

(1) A proposed minor change to an approved preliminary PUD shall be incorporated into the application for final PUD approval, and any notification regarding such final PUD approval shall describe the proposed minor change(s). A "minor

change" means any departure from the conditions of preliminary approval which is not a "major change" and includes but is not limited to the following:

- (a) Reductions to the number of dwelling units in a structure;
 - (b) Reductions to the number of residential dwelling units;
 - (c) Reductions to the number of nonresidential structures;
 - (d) Revisions to heights of structures;
 - (e) Revisions to location of internal roads;
 - (f) Revisions similar in nature to those above as determined by the city.
- (2) A proposed major change to an approved preliminary PUD shall require reapplication for preliminary PUD approval and a public hearing and any notification regarding such preliminary PUD approval shall describe the proposed major change or changes. A "major change" is any departure from the conditions of preliminary PUD approval which would result in any of the following:
- (a) Revisions to the approved design concept;
 - (b) Revisions to the approved use(s);
 - (c) An increase in the number of residential dwelling units;
 - (d) An increase in square footage of nonresidential structures;
 - (e) A decrease in the amount of landscaping, site perimeter buffering, and open space; and
 - (f) An increase in traffic volumes or change in circulation patterns which impacts surrounding development.

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

- (1) Within twelve (12) months following the approval of the preliminary PUD, the applicant shall file the final PUD conforming to the approved preliminary PUD. The final PUD shall include the following:
 - (a) A survey of the property, showing for all areas to be developed or disturbed, existing features, including topography at two (2) foot contours,

buildings, structures, trees over eight (8) inches in trunk diameter measured four (4) feet above the base of the trunk, streets, utility easements, rights-of-way, and existing land uses;

- (b) Elevation and perspective drawings of project structures and improvements;
- (c) Proposed final association documents, declarations of covenants, conditions and restrictions and other documents relating to operation and maintenance of the development, including all of its open areas and recreational facilities, which documents shall be recorded upon final PUD approval;
- (d) Proposed final agreements which may have been required as conditions of preliminary PUD approval;
- (e) A development schedule;
- (f) The following plans and diagrams:
 - 1. An off-street parking plan;
 - 2. A circulation diagram indicating the proposed movement of vehicles and pedestrians within the planned unit development, and to and from existing and programmed thoroughfares; any special engineering features and traffic regulating devices needed to facilitate or ensure the safety of this circulation pattern must be shown;
 - 3. Landscaping and tree planting plan, including site grading;
 - 4. A topographic map or model of the site and surrounding vicinity;
- (2) In the event that development standards were submitted and approved as part of the preliminary PUD plan, development standards shall be made binding upon all future owners of the property in a manner acceptable to the city and may be submitted in lieu of elevation and perspective drawings of project improvements.

(M) *Final PUD Plan – criteria for approval.* Final PUD approval shall be granted by the city only if the applicant demonstrates that the final PUD substantially conforms to the approved preliminary PUD. For the purposes of this section, "substantially conforms" means that, as compared to the preliminary PUD, the final PUD contains no revisions in

density, uses, design, or development standards or in the site plan, other than the minor changes pursuant to section (K) above.

- (N) *Final PUD Plan – extension of time for filing.* For good cause shown, the city, at its discretion, may grant an extension of time of one (1) year for filing the final PUD and required accompanying papers, and may grant additional one (1) year extensions; provided, however, the city shall have the right to reexamine and update any conditions made to mitigate development impact.
- (O) *Final PUD Plan – failure to file & termination.*
- (1) In the event the final PUD or any required application and materials are not filed within twelve (12) months following approval of a preliminary PUD, except as provided elsewhere in this chapter or as noted in section (O)(2) below, the approval of the preliminary PUD shall lapse and the approval shall be deemed null and void and without force or effect.
 - (2) When it is determined as part of the preliminary PUD approval that the final PUD is to be phased, the final PUD for the first phase shall be submitted within twelve (12) months of preliminary approval. The final development plan for each subsequent phase shall be submitted within the schedule established at the time of preliminary PUD approval. In the case of a PUD which includes a subdivision, the final PUD shall be submitted within two (2) years of receiving preliminary approval.
 - (3) The time period for filing a final PUD shall not include periods of time during which progress on the final PUD was reasonably halted or delayed due to the filing and pendency of legal actions challenging an approval granted by the city pursuant to this chapter; provided, that in all cases when more than two (2) years have elapsed subsequent to the date of approval of a preliminary PUD the applicant shall be required to comply with all current building, construction, subdivision and other applicable standards of the city prior to being granted approval of the final PUD; provided, that a change in zoning district classification enacted subsequent to approval of the final development plan shall not affect the project.
- (P) *Final PUD Plan – adjustments to approved final PUD.*
- (1) City staff is authorized to allow adjustments in accordance with section (P)(2) below. City staff shall allow only such adjustments as are consistent with guidelines established in section (P)(2), and in no case shall an adjustment be allowed if it will increase the total amount of floor space authorized in the approved final PUD, or the number of dwelling units or density, or decrease the

amount of parking or loading facilities or permit buildings to locate substantially closer to any boundary line or change substantially any point of ingress or egress to the site.

- (2) For the purposes of this section (P), "adjustments" means any departure from the conditions of final PUD approval which complies with the following criteria:
- (a) The adjustment maintains the design intent and quality of the original approval;
 - (b) The amount of landscaping, buffering and open space shall not be reduced;
 - (c) The number of dwelling units in residential developments and the square footage of structures shall not increase;
 - (d) The adjustment shall not relocate a building, street or other use more than twenty (20) feet in any direction and shall not reduce any required yard and/or setback;
 - (e) The height of buildings and other structures shall not increase;
 - (f) Views from both structures on-site and off-site shall not be substantially reduced;
 - (g) Traffic volumes shall not increase and circulation patterns shall not change;
 - (h) Changes in colors, plant material and parking lot configurations are minor;
 - (i) The adjustment does not add significant new environmental impacts or significantly increase environmental impacts disclosed in the original documents;
 - (j) City staff determines that the change will not increase any adverse impacts or undesirable effects of the project, or that the change in no way significantly alters the project.

- (Q) *Letter of credit required for final PUD Plan.* No final PUD shall be implemented until the applicant files with the city a letter of credit approved by the city, executed by a surety company authorized to do business in the state, or other equivalent security approved by the City Attorney, in an amount equal to one hundred and twenty-five percent (125%) of the estimated cost of all public improvements, utilities and landscaping, conditioned upon the applicant's completion of such portions of the project according to the submitted final PUD and the provisions of this chapter, and, in addition,

providing that no change, extension of time, alteration or addition to the project will in any way affect the obligation on the letter of credit. Such letter of credit shall also be conditioned upon full restoration of the site in the event that grading, clearing or any other site preparation or work is begun and abandoned, and in the determination of the city, it will better serve the public health, welfare and safety to restore the site rather than to require completion of public improvements, utilities and landscaping. If the PUD is also being subdivided, the letter of credit required to be posted by the subdivision of property as per Title XV: Land Usage, Chapter 151 Subdivisions of the Municipal code of the City of Mayer, to the extent that it satisfies the requirements of this section, shall be accepted as full or partial fulfillment of the requirements hereof.

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

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

must be members of the association or corporation which shall maintain all properties and common areas in good repair and which shall assess individual property owners proportionate shares of joint or common costs. This declaration may be subject to the review and approval of the City Attorney. The intent of this requirement is to protect the property values of the individual owner through establishing effective private control.

4. The declaration shall additionally provide that in the event the association or corporation fails to maintain properties in accordance with the applicable rules and regulations of the city, or fails to pay taxes or assessments on properties as they become due, and in the event the city incurs any expenses not immediately reimbursed by the association or corporation, then the city shall have the right to assess each property its pro rata share of the expenses. Such assessments, together with interest thereon and costs of collection, shall be a lien on each property against which such assessment is made.
 5. Membership in the association must be mandatory for each owner within that neighborhood in the PUD, as determined with the approval of the final PUD, and any successive buyer and the association must be responsible for liability insurance, taxes, and the maintenance of the open space facilities to be deeded to it.
 6. The open space restrictions must be permanent and not for a given period of years.
 7. Property owners must pay their pro rata share of the cost of the association by means of an assessment to be levied by the association which meets the requirements for becoming a lien on the property in accordance with state law and the association must be able to adjust the assessment to meet changing needs.
 8. The by-laws and rules of the association and all covenants and restrictions to be recorded must be approved by the City Council prior to the approval of the final PUD plan.
- (3) *Staging of common open space.* The construction and provision of all of the common open space and public improvements and recreational facilities that are shown on the final development plan for a PUD must proceed at the same rate as the construction of dwelling units or other private facilities.

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

Municipal code of the City of Mayer or lot(s)/division(s) of a subdivided PUD were subsequently conveyed.

ADOPTED by the City Council of the City of Mayer, Carver County, Minnesota this 27 day of August, 2018.

Mike Dodge
Mayor

ATTEST:

Moved by:

Seconded by:

Margaret McCallum
City Administrator

Published:



Memorandum

Item: Water Capital Improvement Plan

Meeting Date: August 27, 2018

Presented By: Margaret McCallum, City Administrator

Details:

[See Attachment/Link](#)



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

August 15, 2018

City of Mayer
Attn: Margaret McCallum, City Administrator
413 Bluejay Ave.
Mayer, MN 55360

RE: Pavement Management Plan

Dear Maggie:

As requested, we have reviewed the condition of the City Streets and have developed a plan and schedule for proposed improvements.

Overview

The age and current condition of the City's roads varies along with the cross-section of the pavement structure. The actual life of a road depends on several factors including the quality of construction, the amount and type of traffic, soil conditions, drainage, and the materials that are used for construction. For a well-constructed bituminous road, a typical life cycle includes seal coating the surface of the roadway every 5 to 7 years, a mill and overlay at year 15 to 20, and reconstruction at year 35-40.

Pavement Rehabilitation Methods

The following are typical pavement rehabilitation methods that are consistent with past City practice:

Seal Coat – A seal coat consists of the application of emulsified asphalt and loose aggregate to the existing surface. After a specified “curing” time, the excess aggregate is swept up and removed.

This rehabilitation method is typically used several times throughout the life of a pavement. Seal coats are most effective when used on pavements in relatively good condition. This method is used to provide a new driving surface and to re-seal the pavement surface to provide some protection from weathering. The useful life of a seal coat is generally 5 to 7 years depending on the type of materials that are used and the condition of the pavement to which it is applied.

The advantages of seal coating are as follows:

- Relatively low initial capital expense
- Provides improved skid resistance
- Provides some moisture protection to the pavement
- Minimal disruption to traffic
- Provides an aesthetically uniform surface

The disadvantages of seal coating include the following:

- Does not improve the structural integrity of the pavement
- Short useful life
- Requires patching and sealing of major cracks prior to application
- Limited effectiveness on pavements in poor condition

In order to maximize the life of the City's pavements, it is recommended that the City apply at least one seal coat to all streets.

Mill and Overlay – A mill and overlay consists of removing all or a portion of the in-place bituminous surface and placing new bituminous over the milled surface. This rehabilitation method is typically used 1-2 times throughout the life of a pavement. Mill and overlays are most effective on pavements that are in moderate condition with a stable subgrade. This method is used to replace the pavement surface and to increase or restore the pavement's structural integrity. The useful life of a mill and overlay is generally 7 to 12 years depending on the condition of the pavement to which it is applied.

The advantages of a mill and overlay are as follows:

- Moderate initial capital expense
- Provides new pavement surface
- Increases or restores structural integrity of the pavement
- Minimal disruption to traffic
- Does not raise the elevation of the road

The disadvantages of a mill and overlay include the following:

- Requires patching and repair of weak subgrade areas prior to application
- Increased cost compared to an overlay with no milling
- Limited effectiveness on pavements in poor condition
- Useful life is variable depending on the condition of the existing pavement
- Ineffective on pavements with structurally limited subgrades

Reclamation – Pavement reclamation is a process by which the existing bituminous surface is ground and mixed with a portion of the underlying aggregate base. The reclaimed material is compacted and a new bituminous surface is placed over the top. The effectiveness of this method relies on having enough existing bituminous and aggregate base to form a new aggregate base for the road. This method is not recommended on roads with limited aggregate base or when the profile of the road cannot be raised due to concerns related to drainage or matching into adjacent topography.

The advantages of reclamation are as follows:

- Provides a new pavement structure
- Longer term useful life compared to a mill and overlay
- Lower initial costs compared to full depth reconstruction

The disadvantages of reclamation are as follows:

- Allows for limited subgrade corrections
- Use can be limited on roads where the elevation of the surface cannot be raised
- Higher costs compared to mill and overlay

Reconstruction – Reconstruction consists of removal of the entire existing pavement section and the construction of a new pavement structure, including bituminous, aggregate based, geotextile fabric, soil correction, etc. This method is used when the existing pavement has deteriorated to such an extent that other rehabilitation methods are ineffective or utility construction is necessary. The useful life of a reconstructed pavement can be 25 to 30 years with proper maintenance and use of other rehabilitation methods throughout the pavement's life.

The advantages of reconstruction are as follows:

- Provides a new pavement structure
- Allows for soil corrections below the street where necessary
- Long term useful life
- Allows for the opportunity for utility improvements

The disadvantages of reconstruction include the following:

- High initial expense
- Moderate to high disruption to traffic

Recommended Improvements

Based on the current age and condition of the City's roads, it is recommended that a mill and overlay be planned for each street when the pavement is approximately 20-years old. In addition, there are a few streets in town that should be considered for reconstruction during the planning period. It is recommended that new pavements be seal coated within 5 to 6 years of construction and crack filling should be performed as needed.

Figure 1, shows the recommended schedule for a mill and overlay and street reconstruction between 2019 and 2028. Figure 2, shows the recommended schedule for seal coating between 2024 and 2034.

It is recommended that streets under consideration for improvements be inspected the year prior to construction to determine the exact scope of the project and verify that the timing of the project is appropriate given the current condition of the road.

Project Costs

The planning level cost estimates for the recommended improvements, which include contingencies and soft costs, are as follows:

- Mill and overlay projects: \$3,536,000
- Street Reconstruction - \$1,100,000 (includes curb and gutter and storm sewer)
- Seal Coating - \$479,430

Based on these estimates, the City will need to budget, on average, \$392,900 a year to fund a mill and overlay program between 2019 and 2027. An additional \$47,900 per year will be needed to fund a seal coating program between 2024 and 2034.

The City will also need to consider funding for the streets to be reconstructed. In the past, the City has followed its assessment policy for reconstructed roads, which assesses a portion of the costs to the adjacent benefiting property owners. As indicated above, the cost estimates for streets to be reconstructed includes curb and gutter and storm sewer. The cost of the projects can be reduced if the scope of work is scaled back.

Pavement Management Plan
August 15, 2018

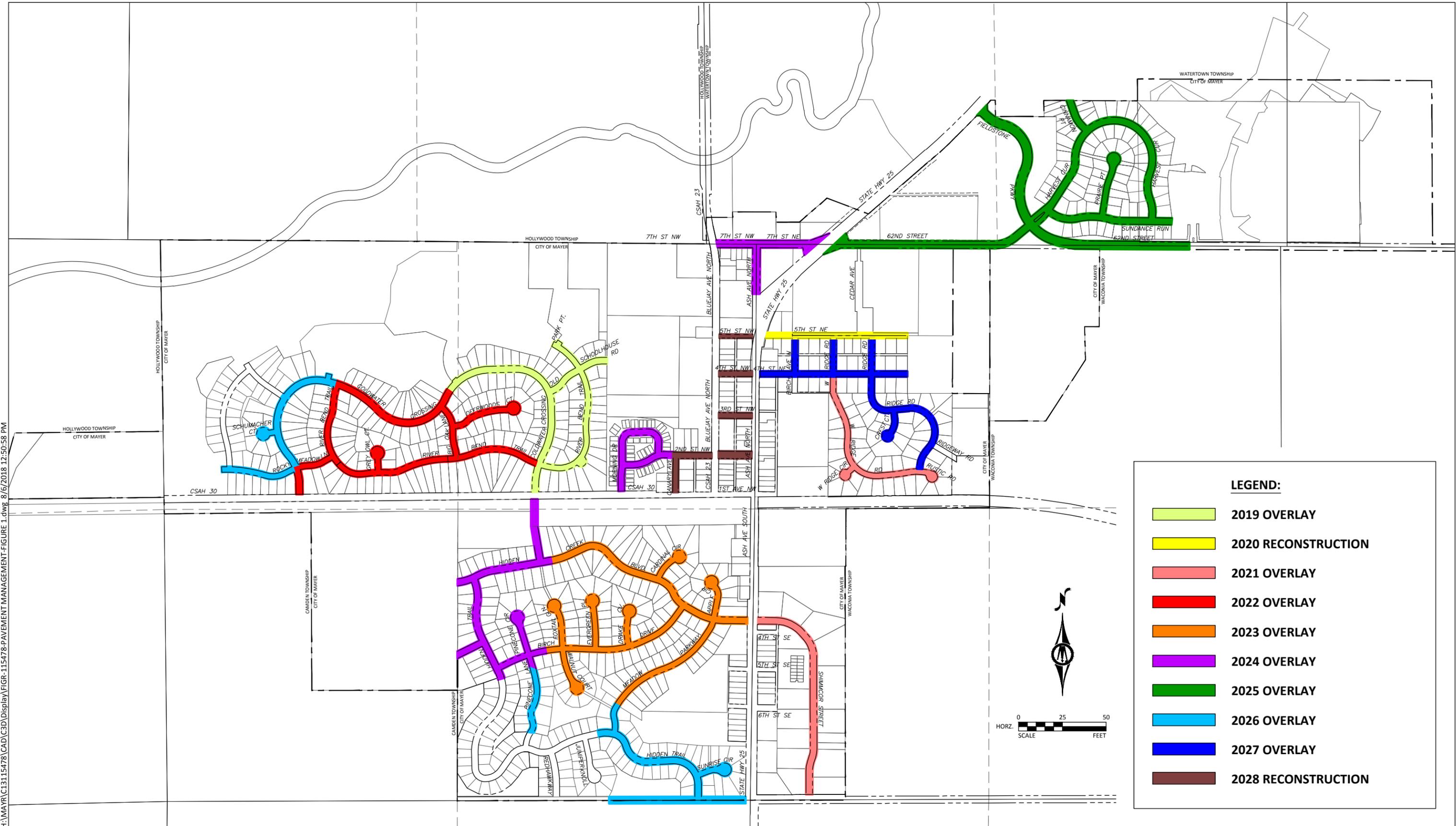
I will be at the Council Meeting on August 27th to discuss this report with the City Council. Please let me know if you have questions or need additional information before then.

Sincerely,

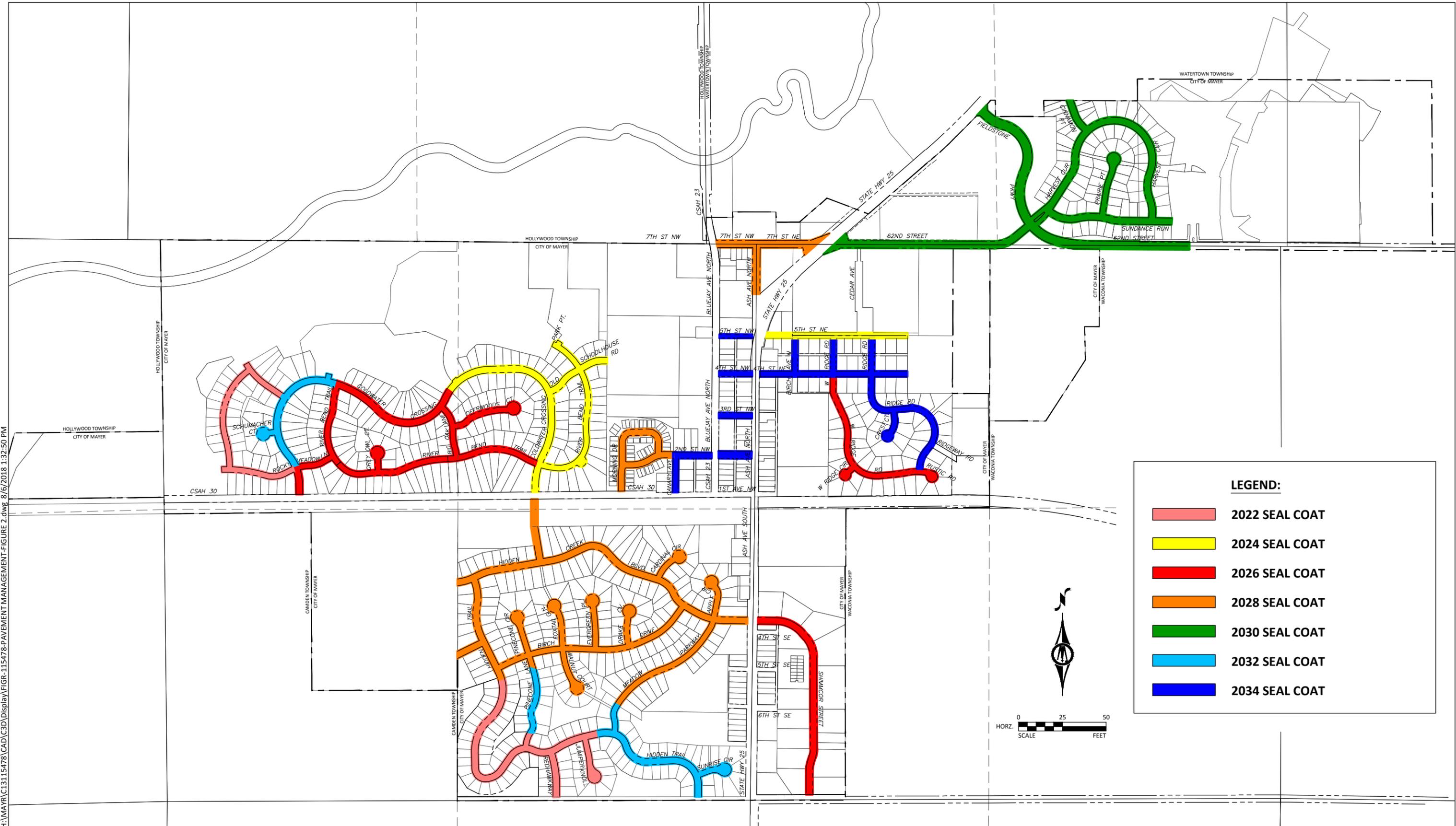
Bolton & Menk, Inc.

A handwritten signature in black ink that reads "David P. Martini". The signature is written in a cursive style with a clear, legible font.

David P. Martini
Principal Engineer



H:\MAYR\C13115478\CAD\C3D\Display\FIGR-115478-PAVEMENT MANAGEMENT-FIGURE 1.dwg 8/16/2018 12:50:58 PM



H:\MAYR\C13115478\CAD\C3D\Display\FIGR-115478-PAVEMENT MANAGEMENT-FIGURE 2.dwg, 8/16/2018 1:32:50 PM



Memorandum

Item: West Ridge Park Amenities – Update

Meeting Date: August 27, 2018

Presented By: Margaret McCallum, City Administrator

Details:

The Capital Improvement Budget for 2018 is \$70,000.

The following CIP Projects and budget is proposed/actual for this year:

Curbing at Old Schoolhouse Park -	\$5,000 – Actual
Ice Skating Rink -	\$10,000
West Ridge Play Equipment -	\$50,000
Archery Range -	\$10,000 – Moved to 2019

Staff misinterpreted the quote that was provided by Flagship and therefore the wrong amount was approved.

The actual cost for the West Ridge Play Equipment (with installation) is $\$56,958.28 + \$9,853.86 = \$66,812.14$.

The Park Commission recommended to Council approving the equipment cost at \$56,958.28 with the installation to be done by public works next spring.

Attachments:

Official Pricing from Flagship for West Ridge Amenities.

Original Quote.

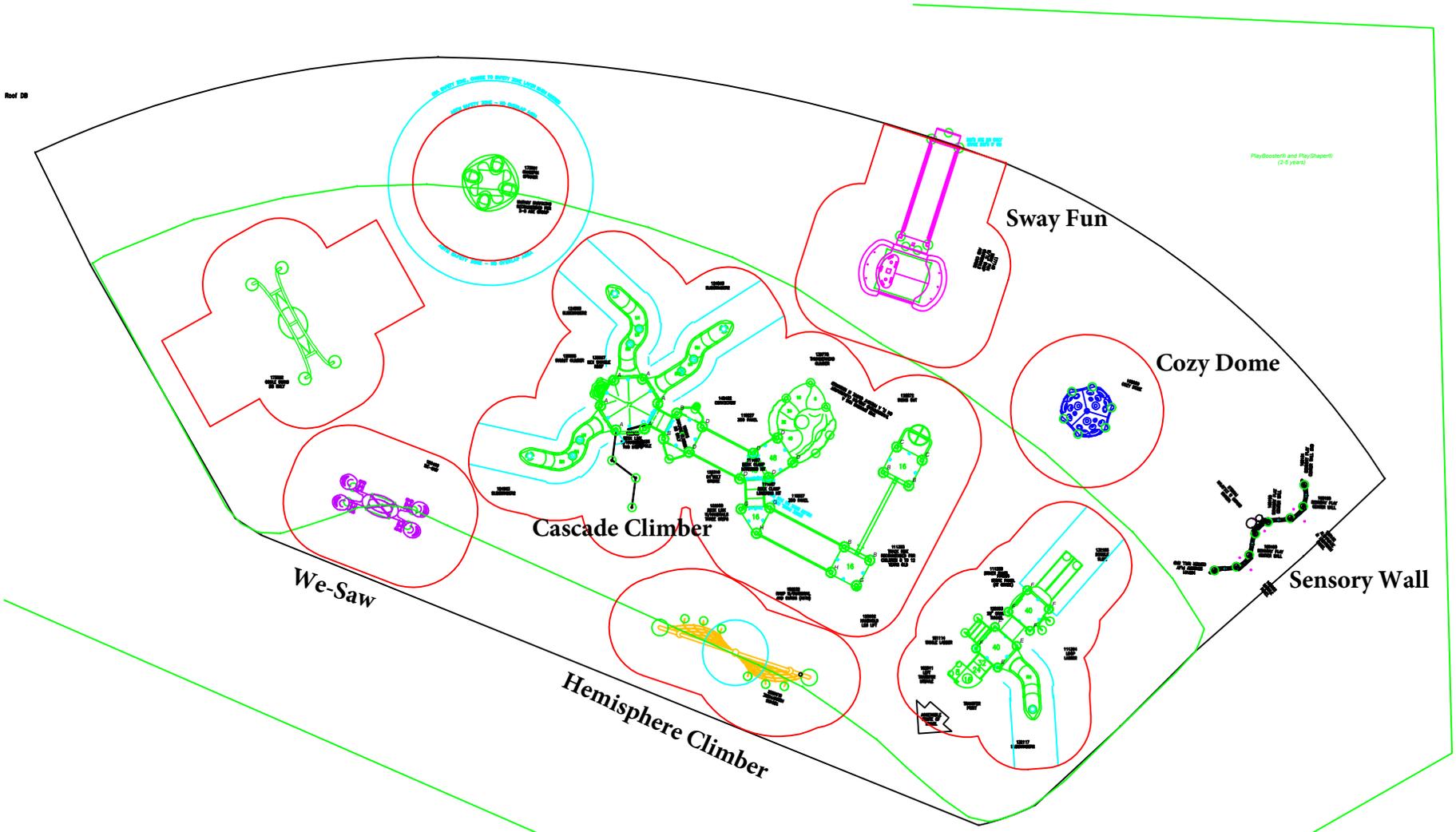


City of Mayer
 413 Bluejay Ave
 Mayer, MN 55360
 Margaret McCallum - City Administrator

5/7/2018

THIS IS NOT A FORMAL QUOTE - BUDGET ESTIMATES ONLY					
	Preliminary Budget	Possible Additions	Reductions	QTY	Notes
Cascade Climber & Sensory Wall	11,813.00			6%	State Contract Discount Applied - State Contract #119795
Installation	1,500.00				Full professional installation by Landscape Structures Certified Installers. Price does not include mobilization
Sway Fun	21,798.00		-21,798.00	6%	State Contract Discount Applied - State Contract #119795
Installation	3,800.00		-3,800.00		Full professional installation by Landscape Structures Certified Installers. Price does not include mobilization
Cozy Dome	3,712.00			6%	State Contract Discount Applied - State Contract #119795
Installation	750.00				Full professional installation by Landscape Structures Certified Installers. Price does not include mobilization
Hemisphere Climber	10,254.00			6%	State Contract Discount Applied - State Contract #119795
Installation	900.00				Full professional installation by Landscape Structures Certified Installers. Price does not include mobilization
We-Saw	8,899.00			6%	State Contract Discount Applied - State Contract #119795
Installation	1,920.00				Full professional installation by Landscape Structures Certified Installers. Price does not include mobilization
Dumpster(s) - 30 Yard	TBD				Dipsol of packaging material.
Mobilization	500.00				Mobilization is \$500 per contract.
Delivery of Play equipment	505.00				estimated / final quote will be provided
Total	66,351.00	0.00	-25,598.00		40,753.00

Roof 00



Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supercedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Quantity: The quantity of merchandise and/or material to be delivered and/or installed shall not vary from the amount specified unless a different amount is first agreed to via Change Order. Changes are subject to price adjustment.

Pricing: Pricing is F.O.B factory. Current year pricing is honored on contracts completed prior to December 3, 2017. Contracts completed after this date are subject to price change.

Responsibility: Landscape Structures shall be responsible for any loss or damage to merchandise until delivered to Buyer at F.O.B destination point. Buyer is responsible for loss or damage thereafter.

Inspection: Merchandise shall be subject to Buyer's inspection within a reasonable time after the arrival at the ultimate destination. Upon inspection, it is the Buyer's responsibility to notify Landscape Structures if merchandise does not meet requirements of the order.

Project Scope (This Section For Quotes Including Installation)

Inclusions:

- One Mobilization
- Public Utility Locates
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Accepting & Unloading of Order Prior to Installation
- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Please note, quotes including installation are based on site access and site conditions that have been conveyed to Flagship Recreation by the owner/owner's representative and based on ideal conditions required to complete the project as quoted. Unless addressed prior to the installation quote being issued or specifically documented herein, any issues encountered that impede the progress or completion of the project as quoted will result in additional charges.

Acceptance of Quotation:

Accepted By (Print) Margaret McCallum - City Administrator	PO#:
Signature:	Email: margaret.mccallum@cityofmayer.com
Title:	Phone:
Date:	Purchase Amount: \$56,958.28



Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supercedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Quantity: The quantity of merchandise and/or material to be delivered and/or installed shall not vary from the amount specified unless a different amount is first agreed to via Change Order. Changes are subject to price adjustment.

Pricing: Pricing is F.O.B factory. Current year pricing is honored on contracts completed prior to December 3, 2018. Contracts completed after this date are subject to price change.

Responsibility: Flagship Recreation shall be responsible for any loss or damage to merchandise until delivered to Buyer at F.O.B destination point. Buyer is responsible for loss or damage thereafter.

Inspection: Merchandise shall be subject to Buyer's inspection within a reasonable time after the arrival at the ultimate destination. Upon inspection, it is the Buyer's responsibility to notify Flagship Recreation if merchandise does not meet requirements of the order.

Project Scope *(This Section For Quotes Including Installation)*

Inclusions:

- One Mobilization
- Public Utility Locates
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Accepting & Unloading of Order Prior to Installation
- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
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- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Please note, quotes including installation are based on site access and site conditions that have been conveyed to Flagship Recreation by the owner/owner's representative and based on ideal conditions required to complete the project as quoted. Unless addressed prior to the installation quote being issued or specifically documented herein, any issues encountered that impede the progress or completion of the project as quoted will result in additional charges.

Acceptance of Quotation:

Accepted By (Print)	Margaret McCallum - City Administrator	PO#:	
Signature:		Email:	margaret.mccallum@cityofmayer.com
Title:		Phone:	
Date:		Purchase Amount:	\$9,853.86





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 27 th , 2018
Item Name:	Installation of Curbing West Ridge Park
Originating Department:	Public Works
Presented by:	Kyle Kuntz

Previous Council Action (if any):

Item Type (X only one):	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

A motion approving the installation of curbing in Old Schoolhouse Park.

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

Attached is the quote from Thomas Clemensen Concrete and Masonry for the installation of the curbing in Old School House park. Park Board has reviewed the request and is recommending to the City Council to accept the bid for Old School House Park curbing in the amount of \$4,392. This item is included in the Park Board capital outlay line item for 2018.

Public works staff will excavate and prep the area for concrete prior to installation and will also install additional drain tile to keep the park from flooding during a rain event. The additional materials needed (class 5 and drain tile) will cost about \$600 bringing the total cost of the project to \$4,992. City Council can expect the park to be closed between 2 to 4 weeks depending on weather. The City has installed this same type of curbing in Discovery Park (2016) and West Ridge Park (2017). The Park Board and city Staff have been very pleased with the product overall.



FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Capital Outlay: \$6,820

Budget Information:

ADVISORY BOARD RECOMMENDATIONS:

OLD SCHOOLHOUSE PARK

PROPOSAL

SOLD TO CITY OF MAYER		SHIPPED TO Tom CLEMENSEN		VIA
ADDRESS 413 BLUEJAY AVE		ADDRESS 7605 TACOMA AVE		
CITY, STATE, ZIP MAYER MN. 55360		CITY, STATE, ZIP MAYER MN. 55360		
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE 8/20/2018

- 244' OF 1'X1' CURB
- 2 #5 REBAR (HORIZONTAL)
- 4500lbs EXTERIOR CONCRETE MIX
- CURE + SEAL
- SAWCUT

MATERIALS & LABOR
 TOTAL \$4392.⁰⁰

THANK YOU,
 Tom

City of Mayer
413 Bluejay Ave.
Mayer, MN. 55360

Concrete curbing for city parks- 12"x12" concrete curb with two 5/8" rebar, light broom finish top, expansion cut approximately every 9', one coat of cure and seal concrete sealer.

Discovery Park 288'=\$4,896.00

West Ridge Park 490'=\$8,330.00

Meadow Park 265'=\$4,505.00

Old Schoolhouse Park 310'=\$5,270.00

Recommendation-complete one park a month, so the other three parks are available to be used.

Material and Labor
Total \$23,001.00

Signature: *Tom Clemensen* Date: 4-11-2016

Approval: _____ Date: _____



Memorandum

Item: Purchase of Equipment – Thermal Cameras

Meeting Date: August 27, 2018

Presented By: Margaret McCallum, City Administrator
Rod Maetzold, Fire Chief

Details:

The Fire Department is looking at purchasing 12 thermal cameras for \$1,000 each for a total of \$12,000.

The Fire Department recently received \$2,000 from the Shakopee Mdewakanton Sioux (Dakota) Community to purchase to thermal cameras.

The Department would purchase 2 of the cameras with the grant money and the remaining 10 cameras with reserved grant money that was received in the past.

Currently, there is about \$19,000 in this fund.

Attachments:

Thermal Camera Information Brochure.

MSA G1 SCBA Integrated Thermal Imaging Camera



WHEN YOU GO IN, WE GO IN WITH YOU.

MSA provides vision and safety for all

MSA introduced one of the 1st firefighting thermal imaging cameras over a decade ago. In the years that follow, MSA has continued to refine and innovate the the handheld TIC market with industry leading products. The commitment to the vision and safety of the fire service has continued with the MSA G1 Integrated TIC, a thermal imaging camera integrated directly into the SCBA. This integration allows for faster, easier, and more reliable thermal imaging that is available to more firefighters than ever before.

The MSA G1 i TIC provides many of the benefits found in entry-level handheld cameras while providing the intuitive experience and rugged durability expected from MSA. The Integrated TIC can be ordered as an upgrade kit compatible with any fielded G1 SCBA or as an installed accessory on any new G1 SCBA order.

Features include outstanding image quality, a lightweight and ergonomic design, and multiple customization options to arrange the unit to each departments preference. The Integrated TIC takes advantage of the G1 SCBA's control module color screen to provide easy accessibility to thermal imaging any time that the SCBA has been powered on.



Features and Benefits

- NFPA 1981-2013 Compliant
- Compatible with all fielded G1 SCBAs via a simple field upgrade — Can also be ordered as an installed accessory on any new G1 SCBA
- Powered by the G1 SCBAs single integrated power source
- Easy customization of camera features via MSA A2 Software
- Integration into the SCBA control module means the Integrated TIC can never be forgotten or left behind
- Simple "Point and View" design allows for easy understanding of where the camera is aimed and what the user is viewing
- Single button functionality for simple, intuitive use
- Auto-On feature for iTIC screen to come on as SCBA is powered up
- Lightweight and small. Only 1.25" longer and 4.2oz heavier than a standard MSA G1 SCBA control module
- Standard 220x176 color display provides outstanding image quality
- 30Hz refresh rate for smooth image rendering and no screen freezing
- A full 5 year warranty on the thermal imager, extendable to 15 years to match the G1 SCBA
- 5 user selectable palettes available at one time with over 20 to choose from via MSA A2 software



Actual size



Technical Specifications

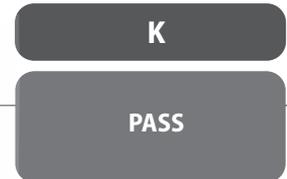
APPROXIMATE DIMENSIONS	6.5" x 3.0" x 1.5" (LxWxH) (165 mm x 76 mm x 38 mm)
SENSOR	Vanadium Oxide
WEIGHT	4.2 ounces heavier than a standard control module
POWER SOURCE	G1 internal power source
FIELD OF VIEW	35°H; 25°V
APPROVALS	NFPA 1981-2013, NIOSH CBRN
NET EQUIVALENT TEMPERATURE DIFFERENCE	<100mK (.10°C), average 75mK (.075°C) typical
TEMPERATURE MEASUREMENT	+/- 18°F (10°C) 0-220°F (0-100°C) +/- 10% 220°F-932°F (100°C-500°C)
SCREEN SIZE	220 x 176
DETECTION DISTANCE	490 Feet

INTEGRATED TIC UPGRADE KITS	
10175010-SP	G1 Control Module w/ Integrated TIC upgrade kit — 2216 psig
10175021-SP	G1 Control Module w/ Integrated TIC upgrade kit — 4500/5500 psig

ACCESSORIES	
10148741-SP	Replacement rechargeable power source for the G1 SCBA
10158385	Charging station - G1 SCBA rechargeable power source

MSA G1 SCBA Fire Service Edition ATO

A	B	C	D	E	F	G	H	J	K	L
System Pressure	Cylinder Connection	Harness	Cradle Type	Lumbar Type	Regulator Type	Regulator Hose Type	Emergency Breathing Support	Speaker Module	PASS	Battery Type
2 2216 psig 4 4500 psig	2 CGA Threaded Remold Connection 4 CGA Quick Connect Remold Connection	1 Standard without Chest Strap 2 Standard with Chest Strap 3 Serviceable Tantalum without Chest Strap 4 Serviceable Tantalum with Chest Strap	M Metal Band	B Basic A Adjustable Swiveling Lumbar Pad 1 Rescue Belt II Hook, SF 2 Rescue Belt II Carabiner, SF 3 Rescue Belt II SF Fire/Rescue Rope, Hook 4 Rescue Belt II SF Fire/Rescue Rope, Carabiner 5 Rescue Belt II Lightning Hook, SF Fire/Rescue Rope Rescue Belt II 6 Lightning Hook, SF Aramid Nylon Rope Rescue Belt II 7 Lightning GT Hook, SF Fire/Rescue Rope Rescue Belt II 8 Lightning GT Hook, SF Aramid Nylon Rope	1 Purge cover Left Shoulder † 2 Solid cover Left Shoulder †	C Continuous Q Quick Connect	0 None 1 Waist Mounted Quick Fill 2 Extendable II 3 Waist Mounted Quick Fill and Extendable II 5 Waist mounted Quick Fill w/ hose and pouch 7 Waist mounted Quick Fill w/ hose and pouch, Extendable II A Pouch only	L Left Chest †	A PASS Right Shoulder † C PASS Telemetry Right Shoulder † E PASS Right Shoulder w/ Integrated TIC † F Pass Telemetry Right Shoulder w/ Integrated TIC †	A Alkaline B Rechargeable * * If Telemetry is ordered B must be selected.



- A** PASS Right Shoulder †
- C** PASS Telemetry Right Shoulder †
- E** PASS Right Shoulder w/ Integrated TIC †
- G** Pass Telemetry Right Shoulder w/ Integrated TIC †

† As worn

Note: This Bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions including any warnings or cautions provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.



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**CITY OF MAYER
PERSONNEL
MONDAY, AUGUST 20, 2018 @ 4:45 P.M.
CITY HALL COUNCIL CHAMBERS**

AGENDA

1. Open Meeting

The meeting was opened at 4:45 p.m. Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

Also present: Liza Donabauer, David Drowns Associates.

2. Minutes

A. June 7, 2018 Personnel Meeting Minutes. Minutes were approved by the committee as presented.

3. Business

A. Administrative Study Review

McCallum introduced Donabauer from David Drowns Associates. Donabauer performed the research and drafted the report for the City of Mayer. Donabauer summarized that in January 2018, the City Council approved doing a classification and compensation study for the current and future employment positions for the City of Mayer. She outlined the process that was taken to update job descriptions and perform a market wage and benefit analysis. She presented findings in that all positions were being paid within market range. She presented compensation plan options for the future that included an open range system or a step system. Donabauer then outlined what the implementation of the study would look like. The Committee provided positive feedback about the report and recommended that it go to Council for approval.

McCallum informed that staff is working with Donabauer to add one more position into the study. That is a City Clerk position. The Committee agreed that this position would go to the Council at a later date for approval once an analysis of the position is completed.

B. Fire Department Pay – Job Descriptions and Salaries

McCallum provided a structure chart of the Fire Department along with the duties and pay of each position. The Committee reviewed the information and asked that the City Administrator talk with the Chief more about the position duties. The Committee agreed that they want to make sure that they positions are getting compensated fairly.

C. Employee Benefits

The Committee continued to discuss the employee benefit package. It was discussed going from a flat allocation of \$800 per month to a percentage of premium coverage. Because premiums go up with age and up when an employee adds a dependent, the Committee felt that a percentage would better serve employees. McCallum provided data from seven other Carver County cities that all do a percentage of the premium for a High Deductible – Health Savings Account Plan.

The Committee discussed adding Long Term and Short Term Disability.

The Committee asked McCallum to finalize the data and bring it back at a later date for final recommendation to the Council.

Adjournment

4. The meeting was adjourned at 6:07 p.m.

CITY OF MAYER
REGULAR MEETING – PARKS AND RECREATION COMMISSION
THURSDAY, AUGUST 23, 2018 @ 6:30 P.M.
CITY HALL COUNCIL CHAMBERS

1. Call to Order

The meeting was called to order at 6:30 p.m.

Those present were Park Commissioners, Troy Congdon, Dan Pohl, Alisa Johnson, Mike Wegner, and Elizabeth Butterfield. Also present was City Administrator, Margaret McCallum and Public Works Kyle Kuntz.

Absent: None.

Also present: None.

2. Approve Agenda

Butterfield moved to adopt the agenda. Johnson seconded. Motion passed 4-0.

3. Minutes

A. July 10, 2018 Meeting Minutes

Congdon moved to approve the July 10, 2018 meeting minutes. Pohl seconded. Motion passed 4-0.

4. Business

A. West Ridge Park – 2018 Amenities Update

McCallum informed that this needed to be brought back to the Park Commission because there was a misinterpretation of the breakdown of the quote that was provided by the contractor. She said that the Park Commission and Council originally approved the purchasing of amenities at \$40,753.00 including installation. McCallum said that the correct quote is \$56,958.28 if Public Works agreed to perform the installation.

McCallum said she would like to still get the equipment ordered this year because the quote is only good until October and prices are likely to go up. The Commission discussed purchasing the equipment this year and storing it until next spring. The installation could then be completed at in the spring.

Butterfield moved to approve the purchasing of all the proposed equipment at \$56,458.28 with the installation proposed to be done by public works and volunteers. Congdon seconded. Motion passed 4-0.

B. Ice Skating Rink

Kuntz stated that stakes are out showing the location of the proposed ice rink. He said that he has been calling electricians and excavators for quotes and that this time has been very busy for both. He said that he priced out six posts that would hold lights at around \$900 each. He said that he received a quote for the installation of the lights for about \$20,000. Nonetheless he informed that if public works did some of the work, that about \$6,000 - \$8,000 could be reduced. He stated that he hopes for October to be when the work gets completed.

Kuntz said that he wasn't sure when an excavator could come out yet to do the work. He did say that public works would install the drain piping in the middle for proper drainage and flooding.

He said the entire project would be around \$20,000.

Park Commissioner Mike Wegner joined the meeting at 6:51 P.M.

C. Fencing of ball fields

Kuntz provided estimates for fencing in two of the ball fields at Old School House Park. The Commission discussed how much of the fields would be fenced in and decided just the back curve in the outfield. Kuntz said that he would get a final quote on just fencing that location. The Commission agreed that this would be paid for out of the reserve fund as it was budgeted for in the past.

Johnson moved to get quotes on a 6 foot fence for the outside curve of the outfield. Butterfield seconded. Motion passed 5-0.

D. Community Survey Discussion

The Commission discussed doing a current community survey for the parks. McCallum suggested Survey Monkey and promote it through social media and the newsletter. She stressed that it would really provide guidance for the park commission for future projects as well as support. The Commission agreed that staff would draft a survey and bring it back to the Commission for discussion and approval.

E. Lions Club – Adopt A Park Application – Old School House Park

McCallum said that the Lions Club put in an application to adopt Old School House Park, however that it was already adopted by the Mayer/Watertown Boy Scouts. McCallum suggested that they adopt West Ridge Park. The Commission agreed to see if they would be willing to adopt West Ridge Park.

F. Christmas Tree

Kuntz asked the where the Christmas Tree should be planted. He said that it would have to be near power. Butterfield suggested Old School House Park. Kuntz proposed a location by the old public works building. The Commission agreed.

The Commission discussed the size of the tree. They decided to have public works get quotes on trees between 8 – 20 feet.

The Commission also discussed making it a memorial tree.

G. 2019 CIP

The Commission finalized their 2019 CIP.

5. Staff Reports/Comments

A. Concrete Curbing – Old School House Park

McCallum informed that this would be going to Council at their August 27, 2018 meeting for approval at a cost of around \$5,000.

B. Curtains – Community Center

McCallum informed that the curtains were ordered and are at City Hall and that they just need to be installed.

6. Commissioner Reports/Comments

The Commission discussed their desire to host a fall and winter movie and to have staff look into potential dates and movies.

7. Adjournment

The Commission moved to adjourn the meeting at 8:05 p.m. Motion passed 5-0.