

**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
AGENDA
Monday
November 14, 2016
6:30 PM**

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

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment
4. Consent Agenda
 - 4.1. Approval of the minutes for the October 24, 2016 Regular Council Meeting
 - 4.2. Approval of the minutes for the October 24, 2016 Work Session Meeting
 - 4.3. Approval of the minutes for the September 6, 2016 Planning Commission Meeting
 - 4.4. Approval of Claims for the month of November
 - 4.5. Approval of the Fire Department Report for the month ending October 2016
5. City Administrator
 - 5.1 Approval of fence permit for 1760 Hidden Trail
 - 5.2 Discussion with US Solar
 - 5.3 Approval of EDA recommendation on Assessment for 113 5th Street NW (Creamery)
 - 5.4 Approval of Resolution 11-14-2016-36 Canvassing of 2016 Election
 - 5.5 Approval of Resolution 11-14-2016-37 for Changes on County Road 30
 - 5.6 Approval of Resolution 11-14-2016-38 Site Plan Casey's
 - 5.7 Request for approval of stipend for Deputy Clerk
 - 5.8 Approval of moving of old public works
 - 5.9 Approval of Public Comment Form
 - 5.10 Approval of two Council Members for Fire Department Officer Interviews
6. For Your Information
7. Council Reports
8. Other Business
9. Adjournment

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

**Park Board Meeting 6:30 PM Tuesday November 15, 2016
City Offices Closed Thursday & Friday,
November 24 & 25, 2016 in Observance of Thanksgiving
Regular Council Meeting 6:30 PM Monday, November 28, 2016
Planning Commission Meeting 6:30 PM Tuesday, December 6, 2016
Regular Council Meeting 6:30 PM Monday, December 12, 2016**

MAYER CITY COUNCIL MEETING MINUTES – OCTOBER 24, 2016

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

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

ABSENT: None

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

ALSO PRESENT: Don Wachholz, Mike Dodge, Al Edholm, Donald Jensen, Chad Anderson, Riley Thomas, Tyler Wolaby, Natalie Poppler, Elizabeth Butterfield, Kian Bakken, Michaela Wilaby, Makenna Taylor, and Katelyn Stanley

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Osborn to approve the agenda as presented. Motion Carried 5/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

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

1. Approve the Minutes of the October 10, 2016 Regular Council Meeting.
2. Approve the Minutes of the September 12, 2016 Mayer Commission for a Lifetime Meeting.
3. Approve the Minutes of the September 13, 2016 Park Board Meeting.
4. Approve the Minutes of the August 30, 2016 EDA Meeting.
5. Approve the Additional Claims for the Month of October 2016.

STAFF REPORTS

1. **Public Works** – The Council reviewed a report from Kyle Kuntz of Public Works activities from September 21st to October 18th, 2016. Staff updated Council on the progress of the bypass pump. Staff stated that the pump should arrive early November and then the quality flow testing can be scheduled. Staff also updated Council on the status of the vandalism of the concession stand. Staff stated that the entrance door lock has been repaired and an additional plate reinforcement has been added.
2. **City Engineer** – The Council reviewed David Martini's summary of the projects Bolton & Menk have been working on during the billing period August 13th and September 9th, 2016.
3. **Sheriff's Department** – No Report
4. **City Administration** – The Council reviewed the City Administrator's report for the period September 27th, through October 21st, 2016. In addition to the summary, Council asked Staff about Casey's and Staff informed Council that Casey's is still moving forward with all plans.

CITY ADMINISTRATOR

1. **Approve Request to Waive Sewer Fees and Late Fees** – Chad Anderson, property owner at 2450 Deerwoods Court met with Council and requested that the City waive some of the late fees and sewer fees for utility bills for the months of May through August 2016. The property owner had a bad irrigation head on their sprinkler system which caused excessive water use. The property owner was hospitalized during this time and was unaware of the leak and excessive water bills. A Motion to Approve the Request to Waive Sewer Fees and Late Fees in the amount of \$524.02 was made by Council Member Stieve-McPadden and seconded by Council Member Boder. Motion Carried 5/0. Council asked Staff to provide figures for his water fees to be presented at the next Council meeting.
2. **Approve Resolution 10-24-2016-35 Approving a Final Plat for Hidden Creek 7th Addition** – Council asked Don Jensen, of Paxmar LLC, about the size of the lots and Mr. Jensen stated that none of the lots platted for Hidden Creek 7th Addition are below 10,000 square feet. A MOTION to Approve Resolution 10-24-2016-35 Approving a Final Plat for Hidden Creek 7th Addition was made by Council Member Boder and seconded by Council Member Osborn. Motion Carried 5/0.
3. **Call for Public Hearing for Assessment of Unpaid Utility Bills** – Staff requested that Council establish the date and time for the public hearing as Monday, November 28th, 2016 at 6:30 p.m. Property owners will be sent shutoff notices and will be given until noon, November 28th, 2016 to pay their delinquent bills. If the bill remains unpaid, the Council may order that service be immediately discontinued, or they may order the delinquent charge be placed on the property owner's taxes payable in the year 2017.
A MOTION to set the Public Hearing for Monday, November 28th, 2016 at 6:30 p.m. at the Mayer Community Center located at 413 Bluejay Avenue, Mayer, MN for the purpose of placing delinquent water and sewer costs on the property owner's taxes payable in the year 2017 was made by Council Member Osborn and seconded by Council Member Stieve-McPadden. Motion Carried 5/0
4. **Approve to Close Friday, November 25th, 2016 Day After Thanksgiving** – The City of Mayer has been closed the day after Thanksgiving for the past several years. Staff requested Council to approve to be closed this year as well. A MOTION was made by Council Member Boder and seconded by Council Member McNeilly to Approve to Close Friday, November 25th, 2016 Day after Thanksgiving. Motion Carried 5/0
5. **Park Board Recommendation on purchase of Omnispin** – Park Board is continuing with their goal to install handicap equipment in West Ridge Park and recommends that the City purchase an Omnispin at a cost of \$6,640.00. To save funds, Park Board would like to purchase the Omnispin this year and install it in 2017. A MOTION was made by Council Member Osborn and seconded by Council Member McNeilly authorizing the Purchase of an Omnispin for West Ridge Park in the amount of \$6,640.00 to be installed in 2017. Motion Carried 5/0
6. **Approve Ordinance 212 Adopting a Supplement to the Code of Ordinances** – The City routinely sends ordinances for codifications to American Legal Publishing to be incorporated into the full City Code. In order to recognize the additional codification the Council will need to pass Ordinance 212 adopting a supplement to the Code of Ordinances for the City of Mayer. A MOTION was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly Approving Ordinance 212 Adopting a Supplement to the Code of Ordinances. Motion Carried 5/0

COUNCIL REPORTS

- Council reported that at the last EDA meeting, the owner of the Creamery building asked if the City would consider waiving the street assessment fees. The EDA stated that they would like to offer some assistance to the owner.
- The Veteran Memorial ground breaking is scheduled for November 1st, at 1:30 p.m.

OTHER BUSINESS

- None

ADJOURN

There being no further business, a MOTION was made by Council Member Osborn and seconded by Council Member Stieve-McPadden to adjourn the meeting at 7:00 p.m. Motion Carried 5/0

Gerald W. Thomas, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – OCTOBER 24, 2016

Call Work Session to order at 7:02 p.m. by Mayor Thomas

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

ABSENT:

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

ALSO PRESENT:

1. **Continued Discussion on 2017 General Fund Budget:** After continued discussion, Council took a closer look at the funds pertaining to adding a night sheriff and an additional Public Works employee. Council asked Staff to find out more details pertaining when the night sheriff contract will begin. Council asked Staff to provide a progressive plan to bring outsourced and/or contracted work to in-house to justify the hiring of a new Public Works employee.
2. **Discussion on Water and Sewer Budget:** Council continued general discussion on the water and sewer budget and no line items were pulled out for detailed discussion.
3. **Discussion on Muncipay:** Staff asked for direction on providing online payment options for the residents, and the contract with Muncipay. For the past four years the City has been offering online payments for utility bills through the Muncipay program. The City has received notice from Muncipay that they will be charging the City a monthly fee of \$25.00 because of the low volume of payments processed with the City, and ongoing costs for internal hosing and technology. Staff recommended continuing to use Muncipay for online utility payments and try to increase the volume of users. Council suggested the option to use Muncipay for other City payments such as permit fees, license fees, etc. Council and Staff agreed to allow other City payments through Muncipay and promote this option to increase the volume.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:47 p.m.

Gerald W. Thomas, Mayor

Attest:

Janell Gildemeister, Deputy City Clerk

City of Mayer
Planning Commission
Meeting Minutes
Tuesday, September 6, 2016

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

Commission Members Absent: None.

Others Present: None.

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

CALL MEETING TO ORDER

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

ADOPT AGENDA

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

APPROVAL OF MINUTES

A motion to approve the August 16, 2016 Planning Commission minutes was made by Commissioner Johnson and seconded by Commissioner Maetzold. Motion carried 7/0.

PUBLIC HEARING TO REZONE PROPERTY LOCATED AT 314 ASH AVENUE SOUTH/319 SHIMMCOR STREET FROM P/I PUBLIC/INSTITUTIONAL DISTRICT TO C/I COMMERCIAL/INDUSTRIAL DISTRICT.

At 6:31 PM Chairperson Stifter opened the public hearing.

Planning Consultant Anderson presented the information and stated that at this time the applicant is looking at revising the site plan since Mn/DOT has stated they do not want an access on Trunk Highway 25. Planning Consultant Anderson stated that due to this the rezoning and the site plan review to follow could be tabled but if the Planning Commission wanted they could make a recommendation on the rezoning.

Commissioner Hahn stated that the rezoning should still move forward.

At 6:33 Chairperson Stifter closed the public hearing.

A motion to recommend to approve the rezoning was made by Commissioner Hahn and seconded by Commissioner Wachholz. Motion carried 7/0.

SITE PLAN REVIEW FOR CASEY'S GENERAL STORE TO BE LOCATED AT 314 ASH AVENUE SOUTH/319 SHIMMCOR STREET.

At 6:35 PM Planning Consultant Anderson presented the information and stated that there were a few items that needed adjusting on the site plan and until the revised plans and building plans are submitted by the applicant, there is nothing to really act on and the item should be tabled.

Commissioner Johnson stated that there could be a issue with pedestrian traffic coming from the west just limiting the access to the Shimmcor Street could help.

Chairperson Stifter stated that maybe the applicant should add sidewalk along Shimmcor Street from the existing trail to the east.

A motion to recommend to table the site plan review for Casey's General Store to the October Planning Commission meeting was made by Commissioner Hahn and seconded by Commissioner Johnson. Motion carried 7/0.

DISCUSSION ON CHAPTER 4 LAND USE OF THE CITY OF MAYER 2040 COMPREHENSIVE PLAN UPDATE.

At 6:58 PM Planning Consultant Anderson asked the Planning Commission how to proceed with the public input on the Land Use chapter. He presented information on some of the survey questions and information that would be presented at the meeting. He said a informational meeting could be held outside of the regular Planning Commission meeting or it could be advertised that the regular Planning Commission meeting will discuss this land use chapter and have group discussions.

It was the consensus of the Planning Commission to advertise that the regular Planning Commission meeting scheduled for October 4, 2016 would be the meeting to discuss the land use chapter.

NEXT MEETING

Next scheduled meeting is Tuesday, October 4, 2016.

COMMISSIONERS REPORT

No reports were given.

ADJOURNMENT

A motion was made by Commissioner Lanting and seconded by Commissioner Hahn to adjourn the meeting at 7:30 PM. Motion carried 7/0.



Date: November 9, 2016

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 10/31/16

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TOWNSHIP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
10/12/16	1445	Camden	Medical, 15580 70 th St	9
10/16/16	1330	Camden	Combine & field fire, Yale Ave & 84 th St	28
10/26/16	0650	Watertown	Two Car Crash, 4485 Co Rd 123	12
10/27/16	1810	Watertown	Medical, 4405 Co Rd 123	16
10/29/16	2026	Waconia	Medical, Co Rd 30 & Quartz Ave	10

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
10/03/16	0857	Medical, 325 Ridge Rd	8
10/09/16	0141	Remove Pickup from Bldg, 216 1 st St NE	13
10/15/16	0837	Medical, 419 Bluejay Ave #101	11
10/22/16	1215	Medical, 320 Ash Ave S	10
10/25/16	1647	Medical, 1307 Birch Dr	15
10/27/16	1702	Medical, 604 Bluejay Ave	18

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 10/31/16

10/03/16	Regular Meeting
10/10/16	Funeral for Waconia Firefighter
10/10/16	Training
10/17/16	Map Training
10/20/16	Carver County Chiefs' Meeting
10/23/17	Annual MFD Fall Fish Fry
10/27-29/16	MSFCA Conference – St Cloud

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 14, 2016					
Item Name:	Fence at 1760 Hidden Trail					
Originating Department:	Administration					
Presented by:	Luayn Ruch-Hammond					
Previous Council Action (if any):						
Item Type (X only one):	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)						

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

The City is in receipt of the request to place a fence in the easement area for the property at 1760 Hidden Trail. This is similar to the request that the City had for the property in Coldwater Crossing.

The property owner is requesting a fence permit for his property at 1760 Hidden Trail. He is requesting to place his fence in the drainage and utility easement on the side yard (west) of his property and the rear lot line (north) of the property.

The City currently has a 10 foot drainage and utility easement on the east side and rear lot lines.

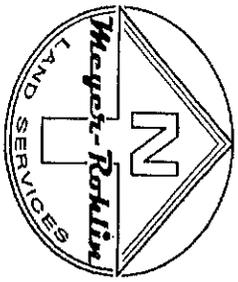
Storm pipes should not need repair for many years and the placement of a fence in easement with the understanding to the property owner that the removal of the fence would be at their expense. The other issue of maintaining the catch basin would require the City to access the rear yard. As with the previous request City Engineer recommends that a 5 foot easement would be sufficient for the maintenance of the catch basin in the rear yard and that the 10 foot easement would be necessary sometime in the future if the pipe needed to be repaired. The pipe shouldn't need to be repaired for years but the clean out or maintenance of the catch basin would be more imperative.

The idea was that the fence could be erected in the easement area staying five feet from the property line. This would allow the City the capability to access the catch basin if needed. The two feet off of the rear property line should also be sufficient.

Staff is requesting authorization to issue a fence permit for 1760 Hidden Trail and to encroach into the easement area on the west side by 5 feet and the rear yard by 8 feet.

Authorization to allow a fence in the easement area for the property at 1760 Hidden Trail. An extra fee of \$165 to have a document recorded at the County.

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	
Budget Information:	



LEGEND

X 963.5 EXISTING GROUND ELEVATION

○ 960.9 PROPOSED GROUND ELEVATION

→ DIRECTION OF DRAINAGE

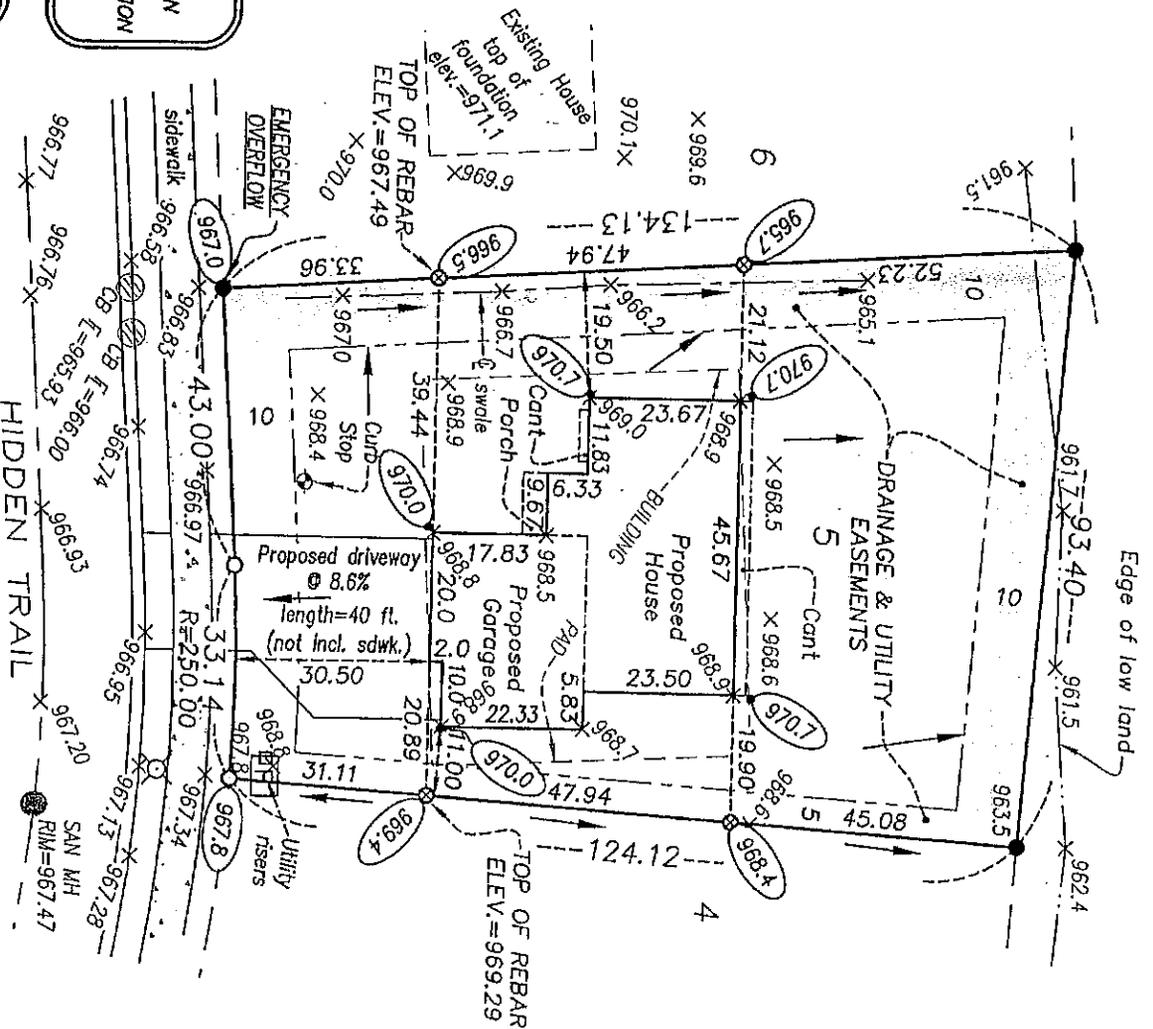
PROPOSED ELEVATIONS

TOP OF FOUNDATION = 971.2

GARAGE FLOOR ELEV. = 970.1

(DROP GARAGE FLOOR 1 COURSE)

LOWEST FLOOR ELEV. = 968.0



- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- ⊗ DENOTES REBAR SET (HOUSE CORNER OFFSET)

CERTIFICATION

R HO

- SURVEYORS NOTES:**
1. PROPOSED BUILDING PAD SHOWN ACCORDING TO THE SITE GRADING SERVICES DOES NOT WARRANT THAT CONDITIONS ARE SUITABLE FOR THE
 2. BUILDER AND/OR OWNER SHALL FLOOR ELEVATION SEPARATION DIMENSIONS. NOTIFY MEYER-ROHLIN DISCREPANCIES PRIOR TO BEGINNING
 3. BENCHMARK: TOP NUT OF HYDRANT ELEV.=970.42
 4. APPROXIMATE AREA TO BE SODDED

Meyer-Rohlin
LAND SERVICES

708 1ST AVENUE NE, #1
BUFFALO, MINN 55313
PH. 763.682.1781 WWW.MEYERROHLIN.COM

DRAWN BY AAN BOOK SEE FIL PAGE

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 14, 2016
Item Name: Discussion with US Solar
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

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

Representatives from US Solar contacted the City and would like to discuss the City Attorney's memo and answer questions about the proposed solar agreement with the City.

Attached is the proposal from US Solar and Larry Harris's comments on the agreement. Someone from US Solar will be present to discuss the agreement.

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

MELCHERT • HUBERT • SJODIN, PLLP

MEMORANDUM

DATE: August 31, 2016
TO: City of Mayer
FROM: R. Lawrence Harris
RE: US Solar Agreement

As I understand it, the City of Mayer (the "City") has been approached by US Solar with a proposal that the City enter into a twenty year agreement whereby the City would subscribe for production of approximately 673,000 kWh per year from a solar garden(s) to be constructed by US Solar. US Solar will then sell the electrical power generated by the solar garden to NSP and NSP will, in accordance with its tariff with the Minnesota Public Utilities Commission ("NPUC") provide a billing credit to the City on its periodic electric utility bill. US Solar will not directly provide electrical power to the City. The City would continue to receive its power from NSP (Xcel).

COMMENTS

1. Competing Proposal/Contract. There has been a fair amount of activity with solar power producers and promoters seeking agreements with various governmental entities generally along the lines proposed by US Solar to the City. The City does have the authority to enter into such an agreement. Primary issues with a subscription agreement for solar power and the corresponding bill credits are largely contractual and allocation of risk as opposed to legal.

Because there are several solar power providers and promoters, soliciting contracts from cities in the area, my first suggestion is that it would be prudent for the City to seek out and receive a proposal from at least one additional solar power provider. Although the Uniform Municipal Contracting Law (the competitive bidding requirement) of Minn. Stat. § 471.345 is not always a model of clarity, a reasoned decision would likely determine that a contract entered into by a municipality for the subscription of solar energy is not a purchase of "supplies, materials, equipment, or the rental thereof," which would trigger competitive bidding. However, prudent risk management would strongly suggest that the City

obtain at least one other proposal from a solar energy provider before making a decision.

2. Overall Economics. It is important for the City to realize that the City is “under water” in year one of the US Solar Flat Rate Subscription Agreement (the “US Solar Agreement”). The US Solar Agreement provides that the City will pay to US Solar \$0.1179/kWh for each of the City’s general service accounts. The bill rate credit per kWh given by NSP back to the City is \$0.11740/kWh. In other words, the City is paying more to US Solar (at least initially) per kWh than it is receiving in bill credit from NSP. There can be no assurances that the NSP bill credit rate will increase over the life of the US Solar Agreement to generate a spread between the fixed rate the City pays US Solar and the bill credit rate the City receives from NSP. US Solar is relatively direct that no such assurances can be provided. Please note the following language at the bottom of Exhibit C of the US Solar Agreement:

Bill Credit Value. We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy Bill Credit Rates, Applicable Laws currently in place, NSP’s retail electrical rates, and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber (the City) or as to any expected benefit to Project Subscriber (the City) from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber (the City) from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber (the City) at any time, or over any period of time, or over the Term of this Agreement.

In other words, US Solar makes no representations or warranties that the City will ever receive any positive economic benefit by entering into the US Solar Agreement.

The City is essentially buying a hedge against increased NSP electric utility rates on the assumption that any increase in the NSP utility rates approved by the MPUC will also include an increased bill credit to the City. Although this might be a reasonable assumption, there can be no certainty that this will occur. This is particularly a risk when the initial subscription rate payable by the City to US Solar exceeds the initial amount of the bill credit provided by NSP to the City.

This does not mean that the City cannot enter into an agreement with a solar garden provider such as US Solar, but it must be cognizant of the risk and make a full and fairly informed decision as to the likelihood of both rate increases approved by the MPUC for NSP over the term of the US Solar Agreement and that such rate increases will also include an increase to the bill credit provided by NSP to a customer such as the City which is a subscriber under a solar garden agreement.

3. US Solar Agreement Specific Issues.

a. Sunscription Rate and Payments. Section 1.5(a) states that the City pays the sunscription rate “for each Project for each Production Month for each of (the City’s) General Service accounts.” This causes trouble in a couple of ways:

i. Taken literally, the City could be paying the sunscription rate for each project. It is not uncommon that the subscribed power may come from multiple solar gardens (which each might be a separate “Project”.) I do not see a definition for the term Project in either the US Solar Agreement or the SRC Contract. However, I note that Exhibit B (which is blank) anticipates multiple Projects and Project Sites. Please also note that this phrase requires the City to pay the rate per kWh for each of the City’s General Service accounts. The term General Service is not defined, although I suspect that US Solar intends it to mean the customer class of NSP set forth in Section 1.3 of the US Solar Agreement.

ii. Note that in Section 1.5 (b) the monthly payment owed to US Solar in a given month is determined by multiplying the Subscribed Energy (Subscribed Energy is set forth on Exhibit D which is blank) by the sunscription rate. In other words, assuming the subscription rate is 120% of current electrical usage at the premises listed in the US Solar Agreement, the City will, on day one, be obligated to pay US Solar for an extra 20% of kWh over and above its actual usage. This seems to be inconsistent with the methodology for calculating payments set forth in Section 1.5(a). This is likely not a significant issue as the SRC in Section 1 (A) indicates that NSP will buy (through the use of bill credits) all subscribed energy and that each subscriber will receive a bill credit at the bill credit rate for electricity generated attributable to the Subscriber Subscription. In other words, even if the City subscribes for more solar energy than actual energy used by the City which is provided by NSP, the City,

under the terms of the SRC, will receive bill credits equal to the amount subscribed.

4. Term. In Section 1.8 note that this is 25 year term agreement. The term does not commence until the date of commercial operation for each particular project (as noted above, the US Solar Agreement may cover several projects).
5. Commencement. There are no assurances that US Solar will construct solar gardens (each a "Project") adequate to meet the CSG allocation to the City. Section 10.1 (a) (i) would allow the City to terminate the US Solar Agreement if:

Construction of that Project is not completed within twenty-four (24) months of our receipt of NSP determining that Project's CSG application is complete, as extended by Force Majeure, and additional Project capacity does not exist.

There are several problems with this clause. If NSP never determines that the CSG application of US Solar is complete, the US Solar Agreement may live in perpetuity as it will never commence and the City will not have a right to terminate. A right to terminate exists only if the project is not completed within 24 months of US Solar receiving NSP's determination that the CSG application is complete.

Additionally, there are no assurances that US Solar will ever be able to provide to NSP all of the solar energy covered in the US Solar Agreement (thereby denying the City the maximum benefit of the bill credits). If the total capacity the City subscribes for is never constructed, the City does not have a specific and clear right to terminate the US Solar Agreement. That could give rise to a situation where the City would live with an underperforming agreement for a very long period of time and would not have the ability to separately contract with another solar garden provider because the US Solar Agreement is effectively not terminable.

My simple and straight forward solution for this issue is to add a clause that the City has the right to terminate the US Solar Agreement if US Solar cannot provide to NSP 100% of the City's CSG allocation within 24 months of the date of the US Solar Agreement.

6. US Solar Termination Rights. Please note Section 10.1 (b), particularly subsection (iv), which effectively allows US Solar, prior to the commencement of construction, to terminate the US Solar Agreement for any reason.
7. Cancellation Penalties. If the City is in default of the US Solar Agreement or attempts to reduce its subscription, it is liable to US Solar for either the fuller of the pro rata amount of its subscription payments over the remaining life of the US

Solar Agreement determined by using something called a “Unsubscribed Energy rate” (not defined) in the CSG tariff. This is apparently a tariff included within NSP’s tariff. The City needs to see this tariff and needs to recognize that this amount may change over the 25 year life of the US Solar Agreement in order to fairly assess its risk for termination liability. The termination liability could be a very significant amount of money.

8. Releases and Financing. Although US Solar states that it is an owner/operator of solar gardens, it is important that the City realize that it is not uncommon in this industry that the individual or entity that collects and enters into these subscriptions agreements ultimately sells them to a third party either before or after construction of the solar gardens. The US Solar Agreement makes it clear that US Solar has the absolute right to transfer and assign the subscription agreement and, upon such transfer or assignment, US Solar has no further obligations to the City. Additionally, (and as is common in these agreements), US Solar has the right to make a collateral assignment of the US Solar Agreement to its lenders.
9. Arbitration. The US Solar Agreement has an arbitration clause which requires any disputes to be resolved by a third party arbitration service. Although arbitration does have some advantages in terms of a cost effective means of reaching a resolution of a dispute, cities typically prefer to litigate disputes in district court. Additionally, if there is going to be an arbitration clause in the US Solar Agreement, my recommendation would be that arbitration is conducted by the American Arbitration Association which is generally regarded as the leading arbitration organization in this country. I suspect one reason US Solar suggests using JAMS is that its fee structure for providing arbitration services is generally less than the American Arbitration Association.
10. Exhibits. Note that critical exhibits to the US Solar Agreement (B, D, and G) are blank. This should be rectified before any agreement is signed.

CONCLUSION

If I can provide additional information or assistance, please let me know.

[https://mhslaw.sharepoint.com/sites/clients/1818/40767/draftdocs/memo to city of mayer 08.31.16.docx](https://mhslaw.sharepoint.com/sites/clients/1818/40767/draftdocs/memo%20to%20city%20of%20mayer%2008.31.16.docx)



100 N 6th Street, Suite 222C
Minneapolis, MN 55403
612.260.2230
www.us-solar.com

October 7, 2016

RE: US Solar Community Solar Garden Subscription – Response to Mr. Harris' Memo

Mr. Harris and the City of Mayer:

US Solar has had the pleasure of presenting at two City Council Meetings, as well as providing the City with a proposal and a Subscription Agreement. We seek subscription partners like the City of Mayer because we would rather provide the savings and long-term price certainty to impactful community players than to a large corporation who happens to have a facility in the area. The City of Mayer fits right into our portfolio of cities and school districts that have already signed our agreement.

Last week, we received a memorandum provided by your attorney, Mr. Harris. We appreciate the time and effort he put into reviewing the US Solar SunscriptionSM Agreement, and it's clear that he has a good handle on Xcel Energy's community solar program as a whole. To that end, we'd like to provide a few points of clarification and to respond to a few of his concerns.

Competing Proposal

Community solar is relatively new to the state of Minnesota. It is therefore difficult to point to examples or to highlight our own successes in the state. However, we have been extremely successful in our ability to attract and retain municipal subscribers, as well as local school districts. We believe this is because we have a fair agreement, attractive pricing, and a team devoted to our success. We understand and appreciate the City's desire, potentially, to seek another bid from one of our competitor developers. We are confident that our agreement terms and our flat rate stand out in the industry.

Overall Economics

Rather than focusing on year one, many of our subscribers have focused, instead, on the long-term savings generated by their subscription to our Community Solar Gardens. With a flat rate SunscriptionSM, we provide a way for our subscribers to hedge against increasing electricity prices, and we provide 25-year predictability. In fact, we're confident that Xcel Energy's Applicable Retail Rate will increase next year, before many of these Solar Gardens are completely constructed. We are confident that the City will not be under water at any point in its 25-year subscription. However, to address your concern, we will decrease the flat rate to \$0.1174/kWh, which is the current Enhanced Applicable Retail Rate.

Mr. Harris' memorandum notes that a subscription relies on, "the assumption that any increase in the NSP utility rates approved by the MPUC will also include an increased bill credit to the city." This is a linchpin in the community solar program in Minnesota. The bill credit rate is simply equal to the Applicable Retail Rate plus \$0.02/kWh, which accounts for the renewable energy credits a Solar Garden generates. So, every time the Applicable Retail Rate ("NSP utility rate") increases, the bill credit rate automatically increases by the same proportion. If NSP utility rates increase, the bill credit rate increases. When the bill credit rate increases, the City saves more money. Simple.

It's true that we can't guarantee that energy prices will rise over the next 25 years, but we're confident that they will. Over the last 30 years, Xcel Energy rates have risen by an average of 2.75% per year. Over the last 15 years, the rate has risen by an average of 3.15% per year. When we model potential savings for our subscribers, we use a conservative 2.5% escalation factor to allow subscribers to see the most likely scenario, based on historic figures. We aren't promising escalations that are overly optimistic. Rates only need to rise by a fraction of a percent in order for the City to see significant savings over the lifetime of its subscription. Furthermore, to make the benefit



100 N 6th Street, Suite 222C 612.260.2230
Minneapolis, MN 55403 www.us-solar.com

of our SunscriptionSM even more clear, signing up for this may be the only way for the City of Mayer to take control of energy prices and make sure they stay flat over 25 years.

Agreement-Specific Issues

The community solar program in Minnesota opened for applications in December 2014. At one point, there was more than 1GW of applications in the queue for development. Many of these projects have been scaled back or withdrawn for reasons such as steep interconnection costs, changes in MPUC rules, insufficient substation capacity, and permitting hurdles. We reached out to potential subscribers optimistic that most of our projects would move forward, but cognizant of that fact that some would not. We have typically not populated Exhibit B, which lists applicable gardens, for that reason. In addition, we have given ourselves the opportunity to terminate subscription agreements in the event that the gardens applicable to a particular subscriber do not get constructed. In that event, the City would lose \$0.

For the past 18 months, we have been busy developing several projects that would be eligible CSGs for serving our subscribers' subscription needs. Currently, we have at least 26MW_{AC} of projects moving forward. Each of these is in a different phase of the development process, but we anticipate that all of these will be constructed next spring.

Winsted Solar Garden

With respect to the City of Mayer, we would like to populate Exhibits B and D with the details of our Winsted Solar Garden. We are confident that our Solar Garden in Winsted is moving forward. This is a 3MW Solar Garden. We're proud of our work with the City of Winsted, which has been eager about the possibility of our Solar Garden in their community. We have worked them to enact a solar-friendly ordinance, and we secured an interim conditional use permit in August. We also have a signed interconnection agreement with Xcel Energy. Therefore, this is a de-risked project, and we are anxious to break ground next spring.

The term of this agreement would, as the memorandum indicates, not begin until this Winsted Solar Garden is generating applicable bill credits. Our contract with Xcel for delivering energy is 25 years, and our SunscriptionSM Agreements mirror that. In other words, yes, the 25-year term does not begin until the Solar Garden is producing energy and generating bill credits for our subscribers. The City does not pay a cent until then.

If the City so desires, it can track the progress of this Solar Garden through the public queue available on Xcel's Solar*Rewards website. We hope that this assignment to a particular project in development alleviates the City's concerns regarding the 24-month timeline and any uncertainty regarding projects moving forward. Additionally, we are happy to provide the City periodic updates, and we look forward to providing a few construction photos in the spring!

Managing our Solar Gardens Long-Term

To protect our subscribers, each of our gardens is set up as a bankruptcy-remote limited liability company. If anything happens to our company, the project itself is totally insulated. If anything happens to our company, the new manager of the project LLC would uphold all terms of this SunscriptionSM Agreement. Therefore, between the time that we, US Solar, execute a SunscriptionSM agreement and the time the Solar Garden is producing bill credits, we must transfer the subscription agreement to the project LLC. We manage this LLC, and the LLC has an ongoing obligation to its subscribers for 25 years.

Lastly, the Form Agency Agreement (Exhibit G) is an agreement provided by Xcel, governing the relationship between Xcel and each subscriber. We have provided that agreement in conjunction with this letter.



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US Solar looks forward to continuing our work to bring the City of Mayer significant savings and long-term price certainty for subscribing to renewable energy in its community. We would be happy to discuss over the phone or at an upcoming working-group meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michelle Matthews', written in a cursive style.

Michelle Matthews — VP of Business Development & Regulatory Affairs
United States Solar Corporation
100 N 6th Street, Suite 222C
Minneapolis, MN 55403
w: 612.294.6892 c: 612.590.8653

**Solar*Rewards Community
Subscriber Agency Agreement and Consent Form**

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

Community Solar Garden Name:	Community Solar Garden Address:
Community Solar Garden Operator:	Community Solar Garden contact information for Subscriber questions and complaints: Address (if different from above); _____ _____ Telephone number: _____ Email address: _____ Web Site URL: _____

Subscriber Name:	Subscriber Service Address where receiving electrical service from Northern States Power Company:
Subscriber's Account Number with Northern States Power Company:	

By signing this Solar*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Use Data** (the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

b. Subscriber's Subscription Information: The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The

Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar*Rewards Community Program.

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI- 12 1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

Subscriber's Name: _____

Subscriber's Signature: _____

Date: _____

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 14, 2016
Item Name: Recommendation of EDA - Creamery
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

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

The Creamery was sold to a private person, Nick Vleck.

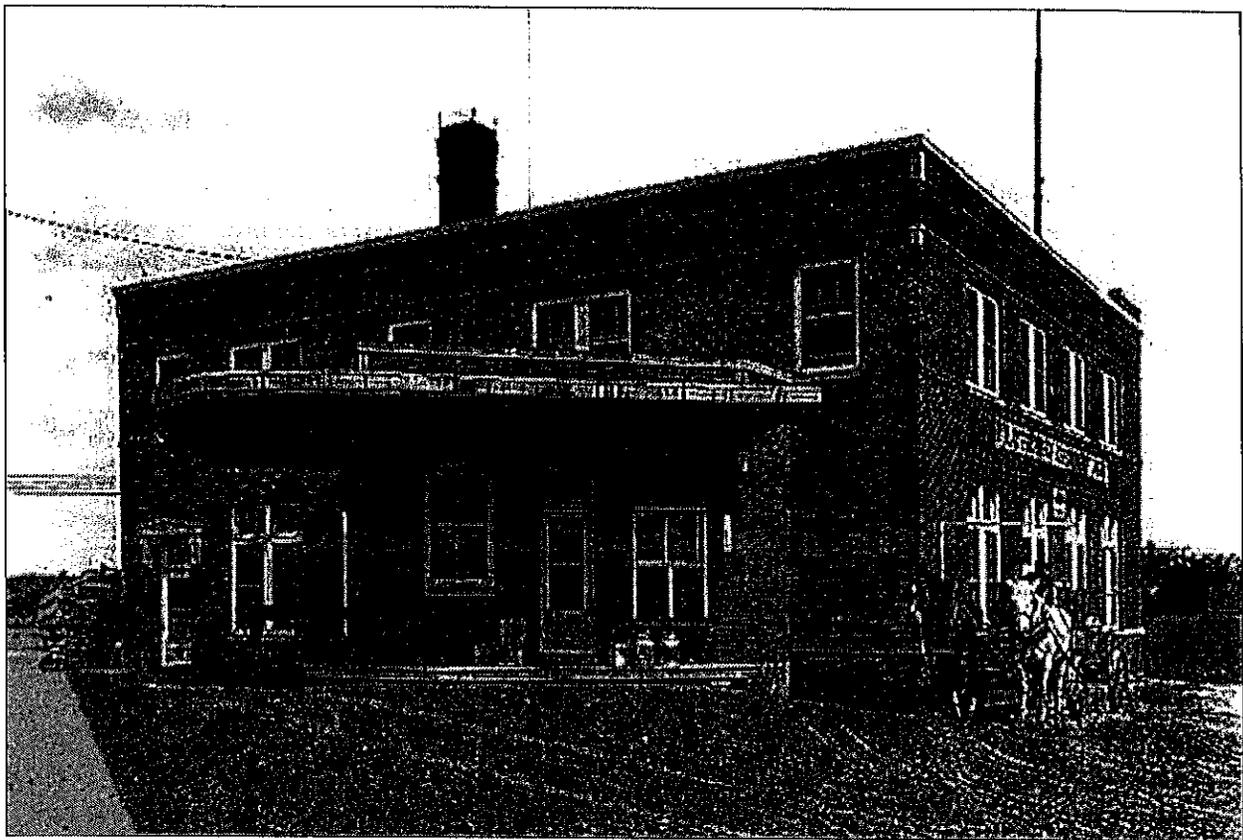
Mr. Vleck met with the Mayer EDA on October 18 to discuss his future plans for the Creamery. At that time Mr. Vleck presented the EDA with his vision and a four phase plan for implementation. The phases are outlined in the attached proposal.

Mr. Vleck is requesting forgiveness of the \$16,275 assessment on the property. As each of the phases is completed the request is to have 25% of the assessment forgiven.

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

MAYER COOPERATIVE CREAMERY

BUILDING PRESERVATION PROPOSAL



DRAFT

22 JULY 2016

INTRODUCTION

This is the first draft of a proposal for the preservation of the recently auctioned Mayer Cooperative Creamery building located at 513 Fifth Street North West, prepared for the Mayer Economic Development Authority meeting on 26 July 2016, by the new owner:

Nick Vlcek
nickvlcek@icloud.com
612.812.2750

Please contact me at any time with questions or comments.

VISION

This Mayer Cooperative Creamery building project is being undertaken with the intention of preserving as much of the existing exterior form, integrity, and materials of the property as is possible and financially viable. This conservative approach emphasizes the repair and maintenance of the original materials rather than extensive replacement and new construction, notwithstanding the reinstallation of mechanical, electrical, and plumbing work to make the property functional.

My vision is to turn the interior into a fully functioning art studio, with facilities for painting, printmaking, ceramics, and photography. Additional space would be created for a workroom, library, storage, and a small efficiency apartment on the second floor. In addition, a portion of the ground floor would be utilized as a gallery space to be used to host local and regional exhibitions.

PLAN

PHASE ONE

- building interior: haul out trash, general cleanup, rudimentary detoxification
- secure exterior of building
- determine future of lean-to: repair and maintenance, or removal
- gather estimates on immediately necessary work: water, electric, roof, mold remediation
- create plan for interior space

PHASE TWO

- reintroduction of electricity
- reintroduction of water, either by restoring existing well, or hookup to city system

PHASE THREE

- roof repair or replacement
- gut interior, and build out as necessary
- install heating system

PHASE FOUR

- exterior landscaping
- facade improvements
- capping of well

FUNDING

I am starting this project with a personal investment of \$25,000, from which the purchase price was \$9,065. I hope to secure some grant funding, although I do not have any particular expectations of that as yet.

If it is permissible within city zoning by-laws, is to split off the half of property that faces Ash Avenue, and offer it for sale. The total current assessed land value of the property is \$41,300; therefore one-half would be \$20,650. The actual marketable value may range from \$5,000 to \$25,000.

I ask for forgiveness of the potential \$16,275 special assessment, to be lessened in accordance to the reasonable completion of the aforementioned four phase plan, so that roughly one-quarter of the total assessment would be relieved as each phase is completed.

Further, I ask for the recombining of Parcel ID: 500011102 into Parcel ID: 500011101, for which I will formally acknowledge all rights to the City of Mayer for easements and other improvements as the requires.

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 14, 2016

Item Name: Canvas of Election

Originating Department: Administration

Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

A motion approving resolution 11-14-2016 -36 Approving Summary of Ballots for General Municipal Election for the City of Mayer.

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

Election day was Tuesday, November 8 and at that time the seats of Mayor and two Council Members were on the ballot. After the election is completed the City Council must serve as the Canvassing Board to review the results of the election. This must be done between the 3rd and 10th day after the city general election.

Attached is the resolution explaining the results of the election. Below is statistics on this election and previous elections.

	2008	2010	2012	2014	2016
Persons Register to vote at 7:00 AM	886	977	990	1049	1162
New Registrations day of election	241	97	175	55	181
Total Ballots Cast	920	740	965	671	1087

Staff is requesting approval of resolution 11-14-2016-36 Approving summary of ballots for the 2016 general municipal election for the City of Mayer.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

Budgeted

Non Budgeted

Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

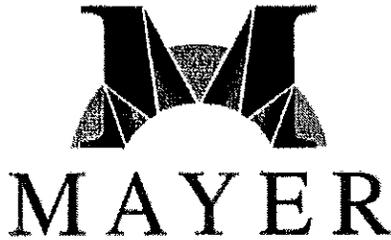
Other

Approved _____
Resolution No. _____

Denied _____

Tabled _____
Ordinance No. _____

Other _____



**MAYER CITY COUNCIL
RESOLUTION 11-14-2016-36
APPROVING SUMMARY OF BALLOTS FOR GENERAL MUNICIPAL ELECTION FOR
THE CITY OF MAYER.**

WHEREAS, the City General Election was held November 8, 2016; and

WHEREAS, Carver County has indicated there were 1162 persons registered to vote as of 7:00 a.m. November 8, 2016 for the City of Mayer ; and

WHEREAS 181 persons registered to vote in the City of Mayer on November 8, 2016;

WHEREAS, the registered voters in the City of Mayer cast 1087 total ballots which includes 76 Absentee ballots; and,

WHEREAS, this election included the two-year term of Mayor, two 4-year terms for City Council Members; and,

WHEREAS, the official Mayoral candidates received the following number of votes:

Mike Dodge	512
Gerry Thomas	442

WHEREAS, Candidate Mike Dodge received 512 the highest amount of votes for Mayor;

WHEREAS, the official four-year candidates received the following number of votes:

Etienné Stieve-McPadden	453
Elizabeth Butterfield	428
Alan Edholm	321
Steve Albertson	255
Write in	17

WHEREAS, Candidates Etienne Stieve-McPadden and Elizabeth Butterfield received the highest amount of votes at 453 and 428 respectively; and

WHEREAS, Minnesota State Statute 205.185, subd. 3 requires municipalities to declare results of the election.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MAYER, MINNESOTA, that the precinct summary of the ballots for the November 8, 2016, General Election by the appointed Election Judges and Carver County is hereby approved and certified for the election of Mayor Mike Dodge and Council Members Etienne Stieve-McPadden and Elizabeth Butterfield for the City of Mayer City Council.

Adopted by the City Council of the City of Mayer, Carver County, Minnesota, and this 14th day of November, 2016.

Gerald W. Thomas, Mayor

ATTEST:

Lois A. Maetzold, City Clerk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 14, 2016
Item Name: Request for Speed Study and Pedestrian Crossing CO Road 30
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

A motion approving resolution 11-14-2016-37 requesting that a speed study be completed on County Road 30

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

City Council had instructed staff to contact Carver County about the placement of a pedestrian crossing at Coldwater Crossing and Hidden Trail. This marked crossing would impact County Road 30. After reviewing of the request the County would like the City to request a speed study in conjunction with the request for a pedestrian crossing.
 County Commissioner Ische stated to staff that the state could also raise the speed limit. By conducting a speed study does not guarantee that the speed will be reduced.

The County is requesting that the City of Mayer pass a resolution requesting that a speed study be conducted on County Road 30. Attached is the resolution staff is requesting approval of the resolution.

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

**CITY OF MAYER
RESOLUTION 11-14-2016-37
RELATING TO SPEED STUDY FOR
COUNTY ROAD 30**

WHEREAS, THIS RESOLUTION; was made this 14th day of November, 2016 by the City of Mayer in Carver County, Minnesota. The Municipal Corporation shall hereinafter be called the "City,"

WHEREAS; the "City" is desirous of placing a pedestrian crossing at the intersection of Coldwater Crossing and Hidden Trail, in order to connect the residential subdivision to the regional Dakota Bike Trail and downtown Mayer, and;

WHEREAS; the "City" believes that the 45 mile per hour speed limit may be appropriate for County Road 30 in non urban areas, however, a lower speed limit of 40 mph may be required by MnDOT and Local Road Research Board (LRRB) Policy Documents to support said requested marked and signed pedestrian crossing;

WHEREAS; the Commissioner of Transportation sets the regulatory speed limit on this certain streets and highways and;

WHEREAS; the Commissioner of Transportation may revise the speed limit on certain streets and highways upon completion of a speed study, and;

WHEREAS; this highway or road is under the jurisdiction of the Carver County Board of Commissioners, and

NOW, THEREFORE, IT IS HEREBY RESOLVED: the "City" requests that Carver County Board of Commissioners requests the Commissioner of Transportation to conduct a speed study of County Road 30 from Canary Avenue to the furthest west intersection of Coldwater Crossing.

Adopted by the City of Mayer City Council the 14th Day of November, 2016.

Gerry Thomas, Mayor

ATTEST:

Lois Maetzold, City Clerk



APPLICATION DATA

Meeting Date: November 14, 2016
Applicant: Casey's Retail Company - Patty Jones
Owner: City of Mayer
Address/Location: 319 Shimmcor Street or 314 Ash Avenue South if accessing TH 25
Parcel Id Number: 50.70000.50
Legal Description: Lot 1, Block 2, Sell Commercial Industrial Park, Carver County, Minnesota.

ACTION REQUESTED

To approve, deny or to table a site and building plan review for a Casey's General Store at 319 Shimmcor Street.

BACKGROUND DATA

Future Land Use

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

Zoning

Classification: The property was recently zoned (C/I) Commercial/Industrial District, which is the same zoning classification as the rest of the industrial park area. The following list shows the required and proposed or existing minimum setback requirements for structures within the C/I District.

	<u>Requirement</u>	<u>Proposed</u>
Front yard setback:	30 feet	Building 151 feet Gas pumps 50 feet Canopy over 30 feet Parking lot 10 feet
Rear yard setback:	30 feet	44 feet
Side yard setback west line:	30 feet	Building over 30 feet Parking lot 10 feet
Side yard setback east line:	20 feet	Building Exceeds 20 feet Dumpster Enclosure less than 20 feet Parking lot 10 feet
Lot coverage:	85%	65%
Building Height:	40 feet	25 feet
Canopy Height:	40 feet	20 feet 3 inches

Comments

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

Background:

Plans have been submitted to construct a new building at 319 Shimmcor Street, which is located in the industrial park. The building will be used as a Casey's general store and gas station. The property is 1.19 acres or 51,792 square feet in size and 33,647 square feet is proposed to be impervious surface. The front property line along Shimmcor Street is 210.39 feet (front yard), the north property line is 230.00 feet (rear yard), the west property line is 235.00 feet and the east property line is 239.05 feet. The building is proposed to be 3,315 square feet in size or 85 feet long by 39 feet 5 inches deep with the front of the building facing south on Shimmcor Street. The property is zoned Commercial/Industrial district which allows for automobile service stations as a permitted use.

A 104 foot long retaining wall is located along the western edge of the parking lot that will be approximately two feet high at the highest point.

Since this is a commercial, a site plan review is required under Section 152.031 of the zoning ordinance.

Site plan review requires the following submittal requirements.

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

Since the property is zoned C/I district, additional design standards for the C/I district must be followed. Section 152.060 (E) of the zoning ordinance states that building face materials, which rapidly deteriorate or become unsightly such as galvanized metal, unfinished structural clay shall not be used. The lower 30% of the exterior front of all buildings, as measured from ground elevation, facing the main access street shall consist of materials comparable in grade and quality to the following: brick; natural stone; pre-cast concrete units and concrete block, provided that surfaces are molded, serrated or treated with a textured material in order to give the wall surface a three-dimensional character; and wood, provided surfaces are finished for exterior use and only woods of proven exterior durability such as cedar, redwood and cypress. The 30% requirement may be varied as determined appropriate to accommodate taller buildings or new buildings constructed next to or in the immediate vicinity of other buildings in order to provide a uniform and consistent effect for the area. If material other than those listed above or a variance for the 30% requirement is proposed, it shall be subject to review and approval by the Planning Commission.

At the November 1, 2016 Planning Commission meeting, the Planning Commission recommended approval of the site plan with conditions on a 5-1 vote with Commissioner Johnson voting no.

**Building
Materials:**

The applicant will be required to satisfy the building design standards under section 152.101 of the zoning ordinance. The proposed building will be constructed of Hardie-Plank lap siding with 7" exposure and custom paint. Three feet of brick will be placed along the front of the building in a running bond pattern with rake joints and a antiqued red color in order to satisfy the 30% requirement for brick and stone. Architectural fiberglass asphalt laminated shingles that are Certaineed - Weatherd Wood in color are to be used for the roof. Hardy board shakes are to be located in the front gable. The color of the shakes and siding is to be tan. The proposed building meets the requirements of the zoning ordinance.

**Off-Street
Parking:**

The applicant is proposing a gas station convenience store and the off-street parking requirement is seven spaces for every 1,000 square feet of gross floor area. The building is proposed to be 3,268 square feet, which would require twenty-three off-street parking spaces. At this time the applicant has proposed seventeen marked off-street parking spaces, two of which are handicapped and twelve unmarked spaces, which are the spots at the gas pumps. The marked spaces are proposed to be ten feet wide by twenty feet deep or nine feet by twenty feet deep, which meets City standards.

The parking area does encroach into the drainage and utility easement on the west side of the property by about twenty-two feet, however it is setback the minimum ten feet from the property lines as required in the zoning ordinance. If the parking area encroaches into a City easement area it shall be subject to removal at any time by order of the City. The property owner shall be liable for all costs and expenses of such removal. Any unpaid costs and expenses shall be subject to special assessment by the City. The property owner(s) shall be responsible and liable for all consequences of such construction including drainage matters and shall indemnify and hold the City of Mayer harmless from all damages and injuries of any kind.

Landscaping:

A landscape plan is required under section 152.092 of the zoning ordinance. The landscape plan should include the following.

1. *General.* Name and address of developer/owner; name and address of landscape architect; date of plan preparation; date and description of all revisions; name of project or development.
2. *Site plan.* A scale drawing of the site based upon a survey of property lines with indication of scale and north point; name and right-of-way of proposed and existing streets; location of all proposed utility easements and rights-of-way; location of existing and proposed buildings; parking areas; water bodies; proposed sidewalks; percent of site covered by impervious surface.
3. *Landscape plan.* A scale drawing of proposed landscaping for the site based upon a survey of property lines with indication of scale and north point; existing and proposed topographic contours at two-foot contour intervals; details of proposed planting beds and foundation plantings; location and identification of all planting (trees, shrubs, flowers, ground cover, and the like); details of fences, tie walls planting boxes, retaining walls, tot lots, picnic areas, berms, and other landscape improvements, location of landscape islands and planter beds with identification of plant materials used; and location and details of irrigation systems.
4. *Planting schedule.* A table containing the common names and botanical names, size of plant materials, root specifications, quantities, and special planting instructions.

The new landscaping requirements in the C/I District include the following:

1. One over-story tree for every 30 feet of street frontage. (15 required since there is 445.39 feet of street frontage)
2. The owner shall provide the City with cash, corporate surety bond, approved letter of credit or other surety or security satisfactory to the city to guarantee the proper installation and growth of the approved landscape plan. The security shall be furnished by the owner of the property prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed, unless specified otherwise in this section. The security shall be held by the City and must cover one full calendar year subsequent to the installation of the landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.

At this time the applicant is proposing twelve over-story trees that will be American Linden along the west and south property line. Fifteen over-story trees will be required as a condition of approval. The over-story trees are proposed to be a 1.5 to 3 inches caliper trees a minimum of six feet tall. The zoning ordinance requires 2.5 inch caliper trees so a condition of approval is that all over-story deciduous trees shall be 2.5 inch caliper trees. Since the initial review the applicant has revised the landscaping plan to include fifteen over-story trees and a change has been made showing the 2.5 inch caliper trees as a minimum.

The applicant is also proposing landscaping throughout the site. The landscaping shall consist of bluff limestone rock with vinyl edging and a total of six Rosy Glow Barberry, twenty-four Karl Foerster Grass and thirty-five Stella De Oro. The proposed landscaping is acceptable.

The applicant has also proposed a landscaped island since the zoning ordinance requires one landscaped island for every twelve interrupted off-street parking stalls. The landscaped island meets the requirement.

Outdoor Storage:

All materials, supplies, merchandise or other similar matter not on display for direct sale, rental or lease to the ultimate consumer or user, except those items exempt under section 152.090 of the zoning ordinance, shall be stored within a completely enclosed building or within the confines of a 100% opaque wall or fence not less than six feet or more than eight feet in height. Such a screen wall or fence shall be designed and constructed as to be architecturally harmonious with the principal structure and located so as to not extend within twenty-five feet of any street. Landscaping (trees, shrubs, grass and other plantings) shall be on the right-of-way side of any screening or fencing. A screen planting may be substituted for a screen wall or fence at the discretion of the City Council, provided that any such screen planting shall fulfill the foregoing height and opacity requirements throughout each season of the year within 24 months after date of planting, and that no such screen planting shall be located across any existing easements.

Merchandise that is offered for sale as described heretofore may be displayed beyond the confines of a building, but the area occupied by such outdoor display shall not constitute a greater number of square feet than 10% of the ground floor area of the building housing the principal use, unless such merchandise is of a type customarily displayed outdoors, such as garden supplies.

At this time a twenty-eight foot long cedar fence is proposed to be constructed for a dumpster enclosure. It is proposed just west of the building with two openings facing the south for two dumpsters and to be located on a cement pad. This dumpster

enclosure is proposed to be six feet tall which meets the zoning ordinance requirement and setback less than twenty feet from the east property line.

Street Access: Two access points are proposed to the site on Shimmcor Street. The previous plan proposed an access point to both Shimmcor Street and Trunk Highway 25, but the revised plan removed the access to TH 25 due to Mn/DOT comments. Both Access points are proposed to be thirty feet wide, which is the maximum requirement. The access points are proposed to be 87 feet apart and the western access is proposed to be 44 feet 8 inches from the west property line.

It should also be noted that a trail exists on the west property line along TH 25 that partially encroaches into the lot in certain locations. A trail easement will need to be granted in favor of the City for the trail to be located on the property prior to closing the property. This will be a condition of approval.

Mn/DOT Review: Comments were received from Mn/DOT on November 3, 2016. These comments are attached to the memo. All conditions and comments in the memo will need to be satisfied as part of the final approval. A couple of comments that Mn/DOT has recommended is that a traffic study be completed showing the revised traffic flow from Shimmcor Street onto Trunk Highway 25. Mn/DOT has also stated that because the existing stormwater pond is adjacent to Mn/DOT right of way, they would like to see existing and proposed stormwater design calculations.

Public Utilities: Water and sanitary sewer services are stubbed to the property and the applicant is proposing to connect the water and sewer to the building. The City Engineer will review and comment on any utility related questions.

Surface Water Management: Stormwater management for the site is provided by a regional system constructed with the initial improvements for the Sell Commercial Industrial Park. The City Engineer will review and comment on any surface water management related questions.

Engineering Review: Comments were received from David Martini of Bolton & Menk in a memo dated October 25, 2016. The applicant shall satisfy all comments and requirements outlined in the memo as a condition of approval and prior to release of any building permits.

Signage: The applicant has proposed multiple signs on the property. Any signage that will be installed must meet the requirements of sections 152.120 through 152.133255 of the Mayer zoning ordinance.

Signage is proposed on the canopy on the south, west and east sides. Canopy signs are classified as building signs in the zoning ordinance. These canopy signs are approximately twenty square feet in size per sign.

One double sided freestanding monument sign is also proposed to be located ten feet from the south property line and right on the west property line near the southwest corner of the lot. All free-standing signs are required to be ten feet from the property line so this sign would need to be moved in order to meet the ten foot setback from Trunk Highway 25. There is also a sight triangle that signage cannot be allowed in. The sight triangle is defined as beginning at the point of the intersection of the right of way of two intersecting streets, thence thirty feet along the right of way line, thence diagonally to a point on the other right of way line thirty feet from the point of beginning, thence to the point of beginning. It appears the parking area will need to be adjusted in this area to meet the ten foot setback from Trunk Highway 10 and sight triangle requirement. This will be a condition of approval. Since the initial review the applicant

has revised the site plan to move the free-standing sign and it now meets all the setback requirements.

The freestanding monument sign is proposed to be twenty-six feet six inches tall and 47.1 square feet in size per side. The height requirement is thirty feet tall in the C/I district so the sign height is ok. The sign will include a separate changeable digital reader board that will display gas prices for three different types of gas. The square footage of the reader board signs is 31.30 square feet per side for a total of 62.6 square feet. The zoning ordinance also requires the base of all freestanding signs to be landscaped with shrubs and ground cover equal to the area of fifty percent of the sign. Landscaping shall consist of shrubs and ground covers that can withstand the environmental conditions of the site and will provide seasonal interest. Total square footage of both sides of the sign is 156.8 square feet and fifty percent of that is 78.4 square feet which would be the required landscaping requirement for the freestanding sign. These requirements will be a condition of approval.

A building sign is proposed to be located on the south side of the building facing Shimmcor Street. This sign says Casey's General Store and is approximately 55.6 square feet in size. Four additional building signs are proposed on the south side of the building. Two of these signs state Homemade to Go, Pizza - Donuts - Subs and the other two are small advertising signs. The advertising signs are 24 and 9.5 square feet in size while the Homemade to Go signs are 23.7 square feet in size.

In the C/I district up to 375 square feet of total signage is allowed per lot. The total square footage of all the signs listed below is 353.3 square feet which meets the requirements of the zoning ordinance.

Canopy signage (3 signs at 20 sq. ft. per sign)	60 sq. ft.
Freestanding sign (47.1 sq. ft. per side)	94.2 sq. ft.
Reader Board on Freestanding sign (31.3 sq. ft. per side)	62.6 sq. ft.
Building Sign (Casey's Sign)	55.6 sq. ft.
Building Sign (2 Homemade to Go signs at 23.7 sq. ft. per sign)	47.4 sq. ft.
<u>Building Sign (2 advertising sign at 24 sq. ft. and 9.5 sq. ft.)</u>	<u>33.5 sq. ft.</u>
Total	353.3 sq. ft.

Miscellaneous Provisions:

All general lighting employed on site must be directed away from adjoining properties. Direct or reflected glare from flood lights and spot lights, as differentiated from general illumination on the site, shall not be visible beyond the subject parcel. Noise and vibration generated from any use shall be in compliance with and regulated by the MPCA rules.

Trail

Connection:

The applicant has revised the plans and now shows a connection from the trail to the paved parking area. This revision will provide pedestrian access to the store.

CONDITIONS

Site and Building Plan Review

The following conditions are recommended to be included if the City Council grants approval of the site and building plans. These conditions may be subject to modification depending upon the outcome at the City Council meeting:

1. **Building Design Standards.** That the building design shall meet the requirements of section 152.060 (C/I) Commercial/Industrial District (E) Special Requirements and 152.101 Building Design Standards of the zoning ordinance.

2. **Landscaping Surety.** The applicant shall be required to install the landscaping and provide the City with cash, corporate surety bond, approved letter of credit or other surety or security satisfactory to the city to guarantee the proper installation and growth of the approved landscape plan. The security shall be furnished by the owner of the property prior to obtaining a building permit.
3. **Over-story Trees.** The applicant shall provide fifteen over-story trees as part of the landscape plan that are a minimum 2.5 inch caliper.
4. **Parking Area Location.** If the parking area encroaches into a city easement area it shall be subject to removal at any time by order of the city. The property owner shall be liable for all costs and expenses of such removal. Any unpaid costs and expenses shall be subject to special assessment by the city. The property owner(s) shall be responsible and liable for all consequences of such construction including drainage matters and shall indemnify and hold the City of Mayer harmless from all damages and injuries of any kind.
5. **Signage.** That any proposed signage meet the standards set forth in Sections 152.120 through 152.133 of the City Code and that all required sign permits are issued prior to installation of any signage.
6. **Freestanding Sign Landscaping.** The base of the freestanding sign shall be landscaped with shrubs and ground cover equal to the area of 50% of the sign or 78.4 square feet. Landscaping shall consist of shrubs and ground covers that can withstand the environmental conditions of the site and will provide seasonal interest.
7. **Freestanding Sign Setback.** The freestanding sign shall be setback ten feet from the right of way line of Trunk Highway 25 and shall be located outside of the sight triangle. The sign shall either be moved or a variance approved to reduce the ten foot setback.
8. **Trail Easement.** A trail easement shall be recorded allowing the trail to be located on the property prior to closing with the applicant.
9. **Lighting.** All general lighting employed on site must be directed away from adjoining properties. Direct or reflected glare from flood lights and spot lights, as differentiated from general illumination on the site, shall not be visible beyond the subject parcel.
10. **Noise and Vibration.** Noise and vibration generated from any use shall be in compliance with and regulated by the MPCA rules.
11. **Outdoor Storage.** Any outdoor storage shall meet the requirements of section 152.090 Outdoor Storage and section 152.091 Screening the Zoning Ordinance.
12. **Mn/DOT Review.** The applicant has received the letter dated November 3, 2016 from Mn/DOT and will work with the City to address any concerns. The applicant must obtain any permits for work in the right of way of Trunk Highway 25.
13. **Engineering.** The site plan shall satisfactorily address all issues raised by the City Engineer in a memo dated October 25, 2016.
14. **Watershed Permit.** The applicant shall be required to obtain approval and permitting from the Carver County Watershed Management Organization (CCWMO) prior to final approval.
15. **NPDES Permit.** The applicant will be required to obtain a General Permit to Discharge Stormwater associated with construction activity known as a NPDES permit.
16. **Stormwater Management.** Stormwater shall be managed in accordance with the National Urban Runoff Program (NURP) standards for the design of new stormwater ponds. The provisions of the Minnesota Pollution Control Agency's urban "best management practices," titled "Protecting Water

Quality in Urban Areas," shall be used to review any proposed development in order to reduce non-point source pollutant loadings in stormwater runoff.

17. **Building Permit.** All building permits that are required, shall be approved, paid for and issued prior to construction.

CITY COUNCIL ACTION REQUIRED

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

Possible action items - Site and Building Plan Review

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

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

Sincerely,

MUNICIPAL DEVELOPMENT GROUP, LLC

John Anderson, Associate
Consulting Planner, City of Mayer

LIST OF ATTACHMENTS

- Exhibit A - 319 Shimmcor Street Aerial Location Map
- Exhibit B - Site Plan Documents dated 10-21-16
- Exhibit C - Landscaping Plan dated 10-21-16
- Exhibit D - Building Plans dated 10-13-16
- Exhibit E - Mn/DOT Comments 11-3-16
- Exhibit F - Engineering Comments 10-25-16

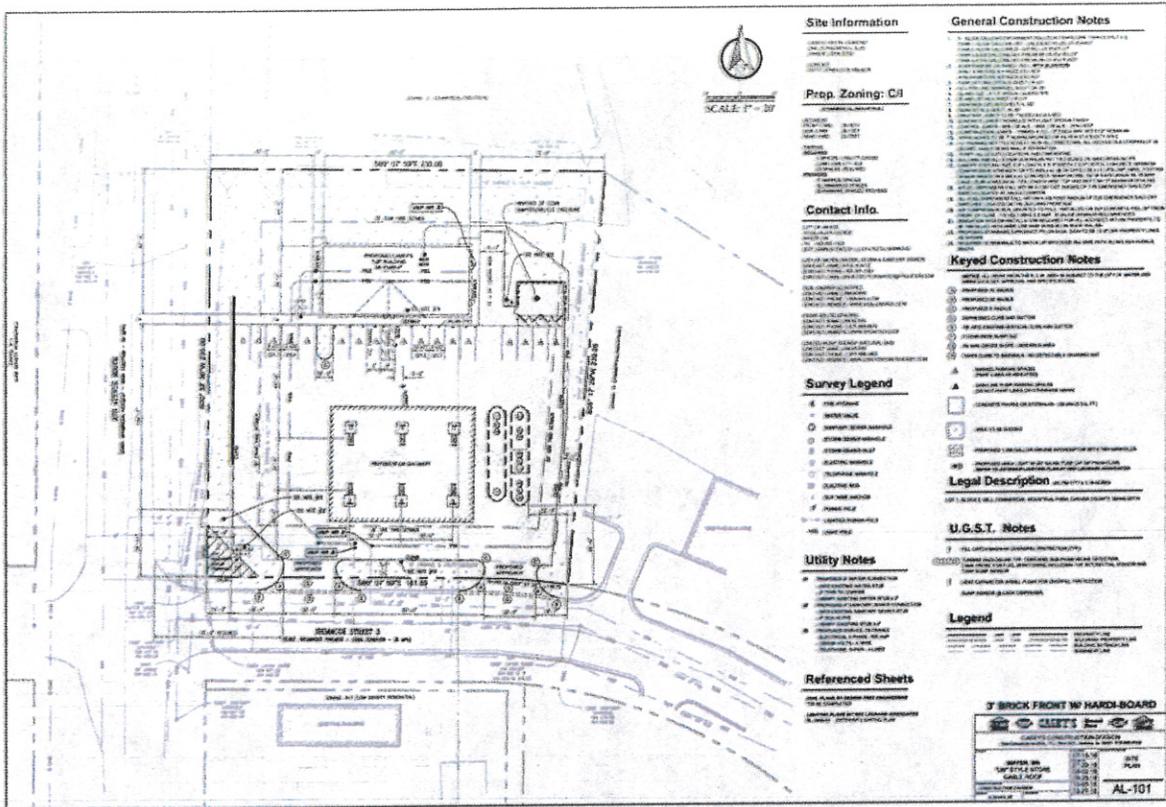
Exhibit A - 319 Shimmcor Street Aerial Location Map



This map was created using Carver County's Geographic Information Systems (GIS). It is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 7/29/2016

Exhibit B - Site Plan Documents dated 10-21-16



Site Information

PROJECT: [illegible]
 LOCATION: [illegible]
 DATE: [illegible]

Prop. Zoning: C11

COMMITTEE: [illegible]
 PREPARED BY: [illegible]
 CHECKED BY: [illegible]
 DATE: [illegible]

Contact Info.

PROJECT MANAGER: [illegible]
 DESIGNER: [illegible]
 ARCHITECT: [illegible]
 ENGINEER: [illegible]

Survey Legend

- 1. ELEVATION
- 2. BENCH MARK
- 3. PROPERTY BOUNDARY
- 4. EASEMENT BOUNDARY
- 5. EASEMENT
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Utility Notes

- 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
- 2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
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Referenced Sheets

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General Construction Notes

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
- 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
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- 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).

Keyed Construction Notes

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Legal Description

1ST 1/4 SEC 16, T12N, R10E, S1W, MN

U.G.S.T. Notes

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
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- 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).

Legend

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3" BRICK FRONT W/ HARD-BOARD

NO.	DATE	BY	CHKD.
1	10/21/16	[illegible]	[illegible]
2	10/21/16	[illegible]	[illegible]
3	10/21/16	[illegible]	[illegible]
4	10/21/16	[illegible]	[illegible]
5	10/21/16	[illegible]	[illegible]
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10	10/21/16	[illegible]	[illegible]
11	10/21/16	[illegible]	[illegible]
12	10/21/16	[illegible]	[illegible]
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18	10/21/16	[illegible]	[illegible]
19	10/21/16	[illegible]	[illegible]
20	10/21/16	[illegible]	[illegible]

Exhibit C - Landscaping Plan dated 10-21-16

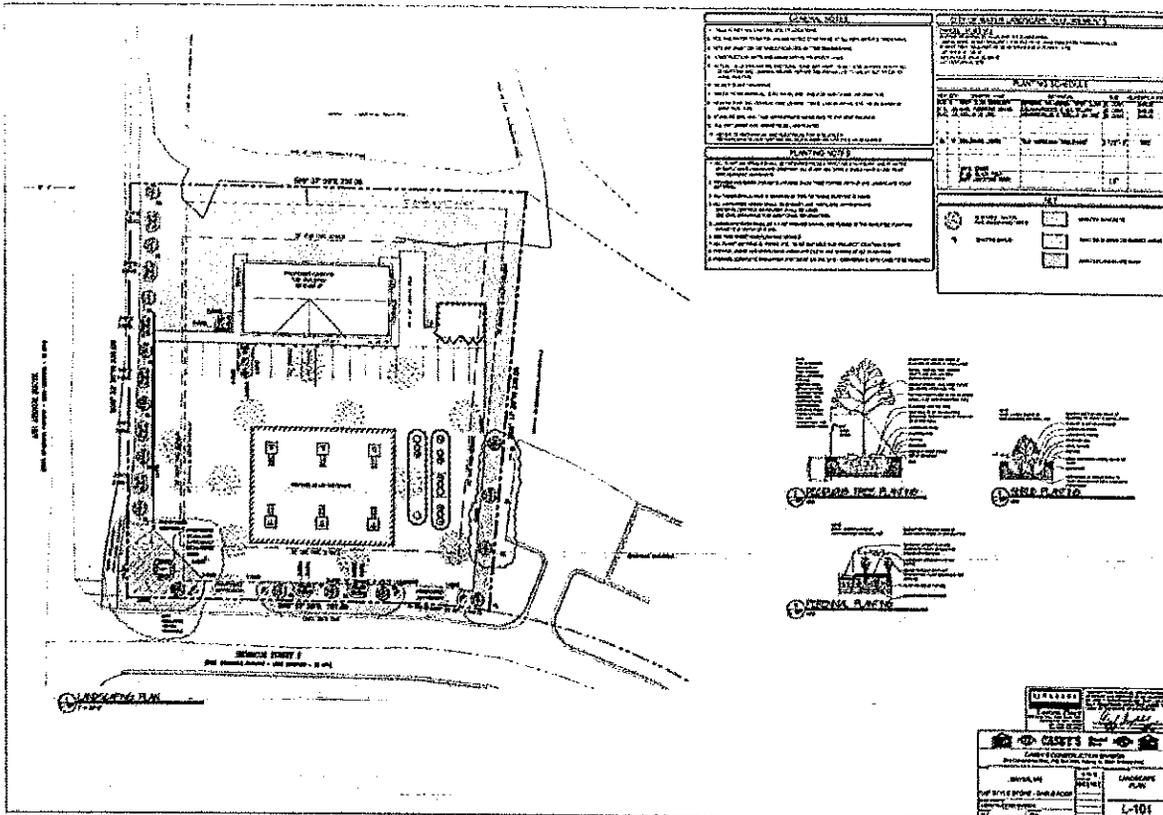
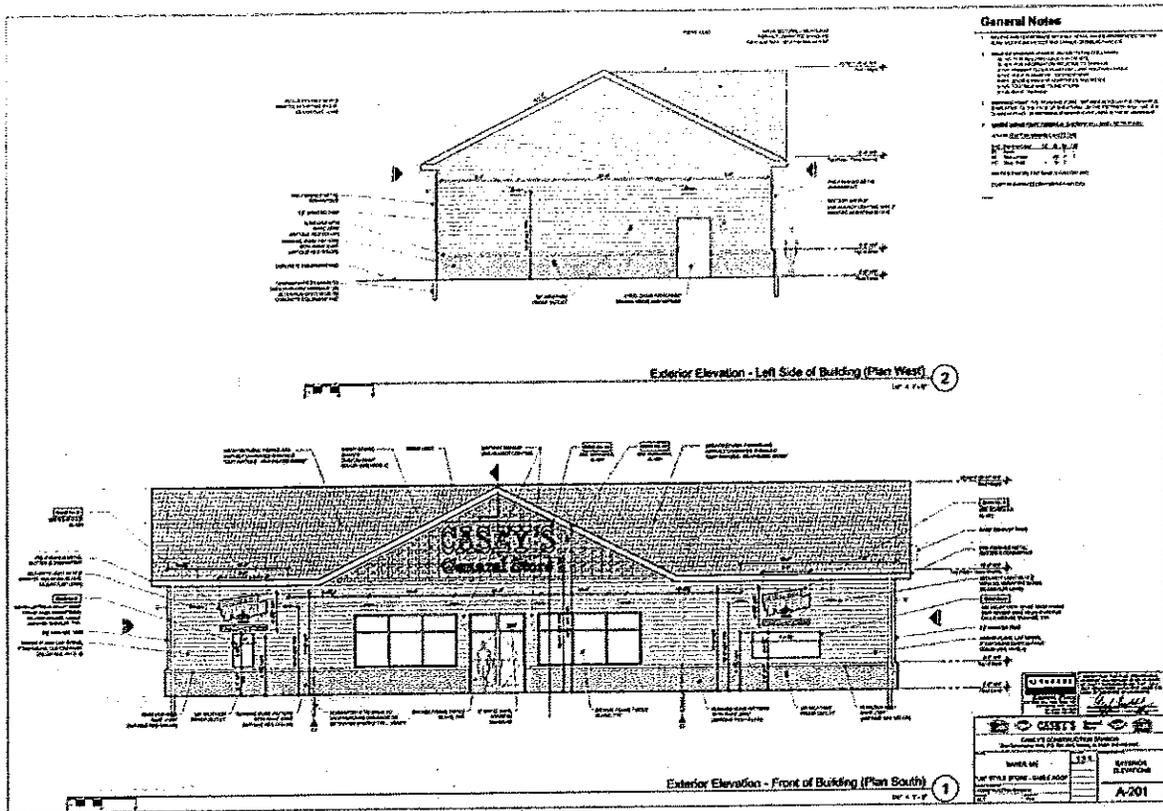
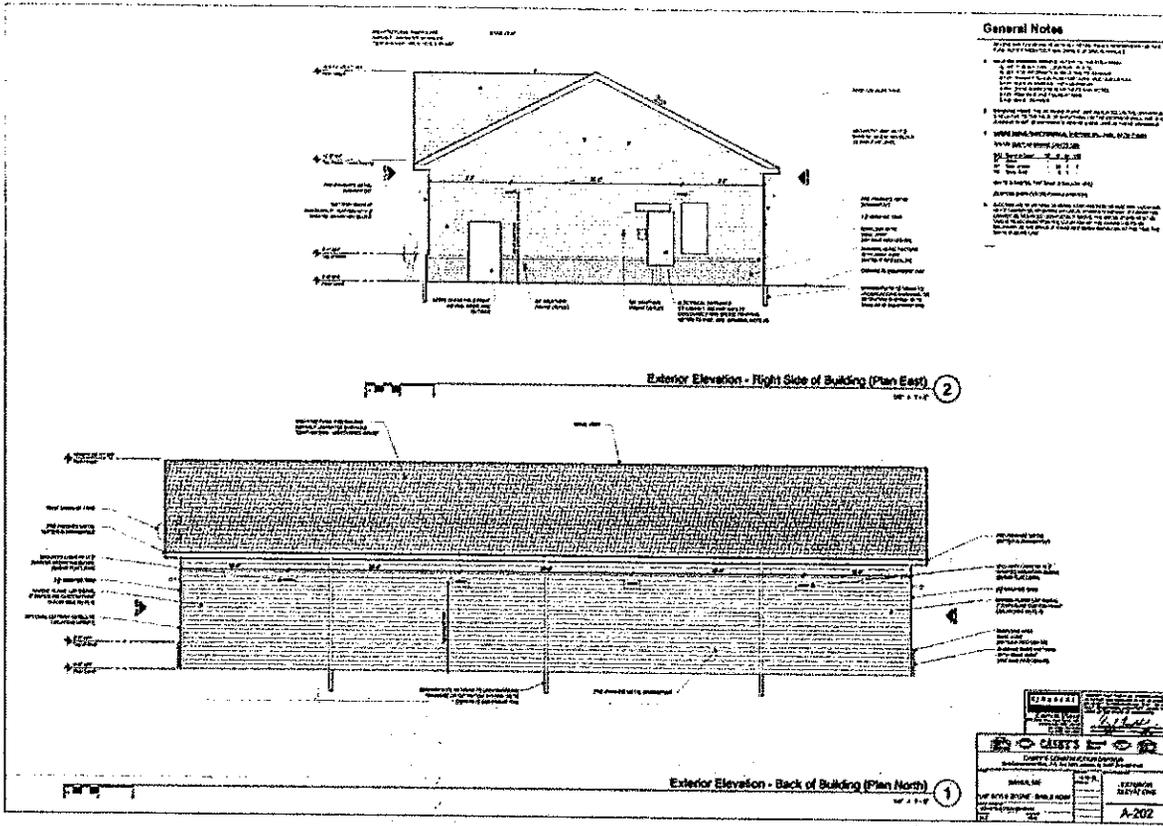


Exhibit D - Building Plans dated 10-13-16 Page 1







Minnesota Department of Transportation
Metropolitan District
Waters Edge Building
1500 County Road B2 West
Roseville, MN 55113

November 3, 2016

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

SUBJECT: Casey's General Store S16-054A
NE Corner of MN 25 and Shimmer St.
Mayer, Carver County
Control Section 1006

Dear Mr. Martini:

Thank you for the opportunity to review the revised Casey's General Store plat. The Minnesota Department of Transportation (MnDOT) has reviewed the plat in compliance with Minnesota Statute 505.03, subdivision 2, Plats, and has the following comments:

Traffic:

MnDOT continues to recommend a traffic study be completed to determine impacts of new trips on the state and local road system.

For questions concerning these comments, please contact Merlin Kent, 651-234-7825 or merlin.kent@state.mn.us, in MnDOT Metro District's Traffic Section.

Water Resources

The cover letter designer states the stormwater management practices outlined in this report concur with the design and calculations completed for the project, submitted to the city and county and approved. Because existing pond is adjacent to MnDOT Right of Way MnDOT would like to see existing and proposed stormwater design calculation.

For questions regarding these comments please contact Hailu Shekur at 651-234-7521 or hailu.shakur@state.mn.us.

Permits:

MnDOT has already received an Access Permit application for this project. In addition to the drainage permit, any work impacting MnDOT right-of-way will require a permit. Permit forms are available from MnDOT's utility website at <http://www.dot.state.mn.us/utility/>.

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

Review Submittal Options:

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

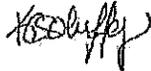
1. One (1) electronic pdf. version of the plans. MnDOT can accept the plans via e-mail at metrodevreviews.dot@state.mn.us provided that each separate e-mail is under 20 megabytes.
2. Three (3) sets of full size plans. Although submitting seven sets of full size plans will expedite the review process.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

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

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

If you have any questions concerning this review, please contact me at (651) 234-7784.

Sincerely,



Karen Scheffing
Principal Planner

Copy sent via E-Mail:

Buck Craig, Permits
Nancy Jacobson, Design
Hailu Shekur, Water Resources
Doug Nelson, Right-of-Way
Diane Langenbach, Area Engineer
Merlin Kent, Traffic
Clare Lackey, Traffic
Russell Owen, Metropolitan Council
John Anderson, Municipal Development Group, jandersonmdg@gmail.com



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

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

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

www.bolton-menk.com

October 25, 2016

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

RE: Casey's General Store
319 Shimmcor Street
Engineering Review #2

Dear Luayn:

We have completed review of the plans submitted for Casey's General Store (319 Shimmcor Street) and offer the following comments for your consideration:

1. Stormwater management for the site is provided by a regional system constructed with the initial improvements for the Sell Commercial Industrial Park.
2. Pavement is shown over the Drainage and Utility easement adjacent to State Highway 25, but it does not conflict with local stormwater management or potential future utilities locations. However, encroachment into this easement should be reviewed by the Minnesota Department of Transportation (MnDOT) for their approval.
3. A Traffic Control Plan should be submitted by the Contractor prior to any land disturbing activities.
4. Due to the heavy traffic loads the entrances will be subject to, concrete aprons should be installed at the connections to Shimmcor Street. Bituminous pavement on Shimmcor Street should be saw-cut to full depth at proposed entrances to provide clean match lines at connections, and pavement should be restored to match existing sections after concrete aprons are installed.
5. Final layout of firefighting connections and need for a Post Indicator Valve should be reviewed by the Fire Chief prior to final approval.
6. Rim and invert elevations should be provided for sanitary service and storm sewer cleanouts and the grease interceptor in order to review potential crossing conflicts and ensure they are installed at the correct elevations.
7. The connection of proposed storm sewer to the existing system should be made to match 80% elevation above inverts in order to minimize hydraulic losses in the connection manhole. Therefore, the 12" sewer connection should be made at IE=959.72.
8. Connection to the existing water service should be made with a 6" gate valve to provide a shutoff near the property line.
9. The applicant will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for their Erosion Control rule. A copy of any approvals or permits required should be submitted prior to final approval.
10. The applicant may be required to obtain Minnesota Department of Transportation (MnDOT) approval and permitting for work in right-of-way on State Highway 25. A copy of any approvals or permits required should be submitted prior to final approval.

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DESIGNING FOR A BETTER TOMORROW
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Casey's General Store
October 25, 2016
Page 2

11. The applicant will be required to obtain a General Permit to Discharge Stormwater Associated with Construction Activity (NPDES). A copy of the approved permit should be submitted prior to any land disturbing activities.

If you have any questions or comments, please contact me to discuss.

Sincerely,
BOLTON & MENK, INC.

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

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**CITY OF MAYER
CITY COUNCIL RESOLUTION 11-14-2016-38**

**RESOLUTION APPROVING THE SITE PLAN & BUILDING PLAN FOR CASEY'S GENERAL STORE
TO BE LOCATED AT 319 SHIMMCOR STREET**

WHEREAS, Casey's Retail Company (the "Applicant") and the City of Mayer (the "Owner"), has submitted a request for site and building plan approval for a new building for a automobile service station to be know as Casey's General Store in conformance with Section 152.031 of the Zoning Ordinance relating to site plan review on property located at 319 Shimmcor Street, with a PID number of 50.70000.50 (the "Property"); and

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

WHEREAS, the proposed use of a automobile service station is a permitted use in the (C/I) Commercial/Industrial District and a site and building plan was submitted for a new building and parking lot; and

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

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

WHEREAS, the Planning Commission reviewed the site and building plans at the November 1, 2016 Planning Commission meeting at which time they recommended approval of the site and building plans, subject to conditions, on a 5-1 vote; and

WHEREAS, the City Council reviewed the site and building plans on November 14, 2016; and

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

- A. The legal description of the subject property is: Lot 1, Block 2, Sell Commercial Industrial Park, Carver County, Minnesota.
- B. The Planning Report dated November 3, 2016 shall be the governing document which includes the following Exhibits:
 - Exhibit A – 319 Shimmcor Street Aerial Location Map
 - Exhibit B – Site Plan Documents dated 10-21-16
 - Exhibit C – Landscaping Plan dated 10-21-16
 - Exhibit D – Building Plans dated 10-13-16
 - Exhibit E – Mn/DOT Comments 11-3-16
 - Exhibit F – Engineering Comments 10-25-16
- C. The Aerial Location Map is attached as Exhibit A.
- D. The Site Plan Documents dated 10-13-16 is attached as Exhibit B.
- E. The Landscaping Plan dated 10-13-16 is attached as Exhibit C.
- F. The Building Plans dated 10-13-16 is attached as Exhibit D.

G. The Mn/DOT review letter dated November 3, 2016 is attached as Exhibit E.

H. The City Engineer Comments dated October 25, 2016 are attached as Exhibit F.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mayer, Minnesota, that it hereby approves the site and building plans for a new building at 319 Shimmcor Street subject to the following conditions:

1. **Building Design Standards.** That the building design shall meet the requirements of section 152.060 (C/I) Commercial/Industrial District (E) Special Requirements and 152.101 Building Design Standards of the zoning ordinance.
2. **Landscaping Surety.** The applicant shall be required to install the landscaping and provide the City with cash, corporate surety bond, approved letter of credit or other surety or security satisfactory to the city to guarantee the proper installation and growth of the approved landscape plan. The security shall be furnished by the owner of the property prior to obtaining a building permit.
3. **Over-story Trees.** The applicant shall provide fifteen over-story trees as part of the landscape plan that are a minimum 2.5 inch caliper.
4. **Parking Area Location.** If the parking area encroaches into a city easement area it shall be subject to removal at any time by order of the city. The property owner shall be liable for all costs and expenses of such removal. Any unpaid costs and expenses shall be subject to special assessment by the city. The property owner(s) shall be responsible and liable for all consequences of such construction including drainage matters and shall indemnify and hold the City of Mayer harmless from all damages and injuries of any kind.
5. **Signage.** That any proposed signage meet the standards set forth in Sections 152.120 through 152.133 of the City Code and that all required sign permits are issued prior to installation of any signage.
6. **Freestanding Sign Landscaping.** The base of the freestanding sign shall be landscaped with shrubs and ground cover equal to the area of 50% of the sign or 78.4 square feet. Landscaping shall consist of shrubs and ground covers that can withstand the environmental conditions of the site and will provide seasonal interest.
7. **Freestanding Sign Setback.** The freestanding sign shall be setback ten feet from the right of way line of Trunk Highway 25 and shall be located outside of the sight triangle. The sign shall either be moved or a variance approved to reduce the ten foot setback.
8. **Trail Easement.** A trail easement shall be recorded allowing the trail to be located on the property prior to closing with the applicant.
9. **Lighting.** All general lighting employed on site must be directed away from adjoining properties. Direct or reflected glare from flood lights and spot lights, as differentiated from general illumination on the site, shall not be visible beyond the subject parcel.
10. **Noise and Vibration.** Noise and vibration generated from any use shall be in compliance with and regulated by the MPCA rules.
11. **Outdoor Storage.** Any outdoor storage shall meet the requirements of section 152.090 Outdoor Storage and section 152.091 Screening the Zoning Ordinance.
12. **Mn/DOT Review.** The applicant has received the letter dated November 3, 2016 from Mn/DOT and will work with the City to address any concerns. The applicant must obtain any permits for work in

the right of way of Trunk Highway 25.

13. **Engineering.** The site plan shall satisfactorily address all issues raised by the City Engineer in a memo dated October 25, 2016.
14. **Watershed Permit.** The applicant shall be required to obtain approval and permitting from the Carver County Watershed Management Organization (CCWMO) prior to final approval.
15. **NPDES Permit.** The applicant will be required to obtain a General Permit to Discharge Stormwater associated with construction activity known as a NPDES permit.
16. **Stormwater Management.** Stormwater shall be managed in accordance with the National Urban Runoff Program (NURP) standards for the design of new stormwater ponds. The provisions of the Minnesota Pollution Control Agency's urban "best management practices," titled "Protecting Water Quality in Urban Areas," shall be used to review any proposed development in order to reduce non-point source pollutant loadings in stormwater runoff.
17. **Building Permit.** All building permits that are required, shall be approved, paid for and issued prior to construction.

Adopted by the Mayer City Council this 14th day of November, 2016.

Mayor Gerry Thomas

Attest:

Luayn Ruch-Hammond, City Administrator

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Published:

Filed with Carver County:

Attachments:

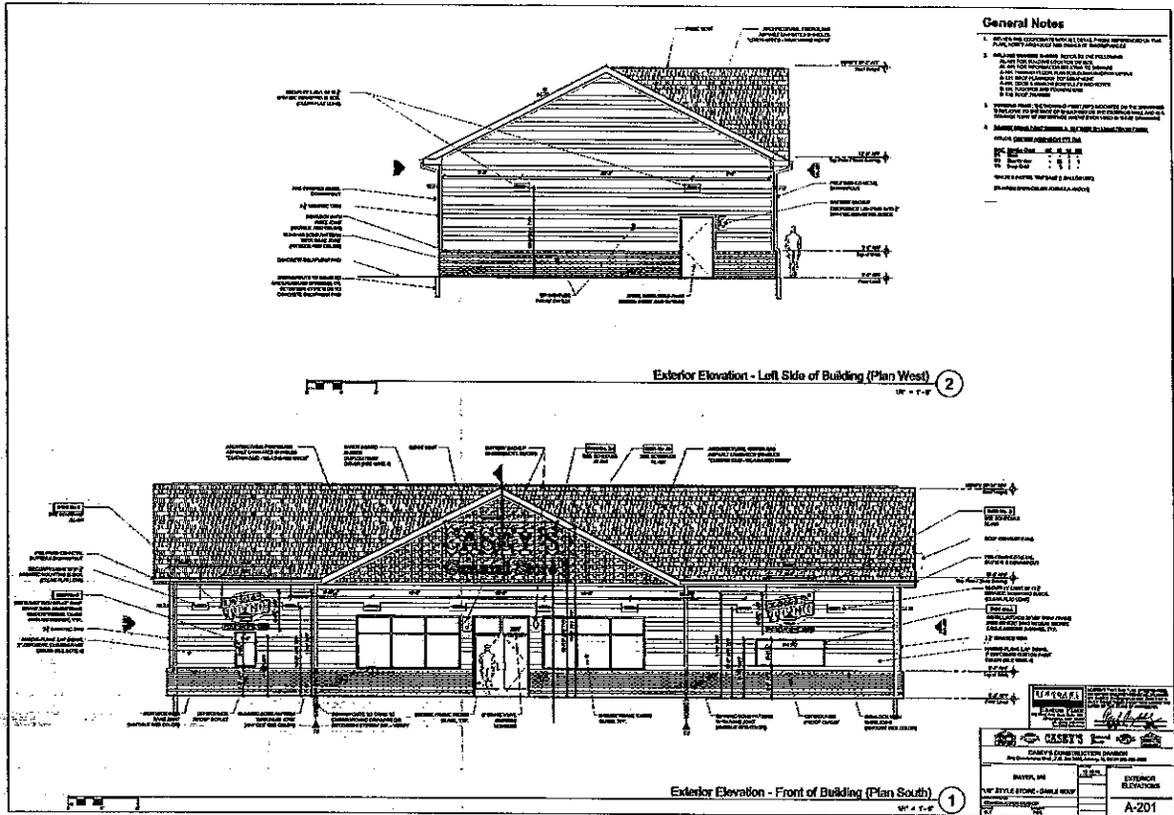
- Exhibit A - 319 Shimmcor Street Aerial Location Map
- Exhibit B - Site Plan Documents dated 10-21-16
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- Exhibit D - Building Plans dated 10-13-16
- Exhibit E - Mn/DOT Comments 11-3-16
- Exhibit F - Engineering Comments 10-25-16

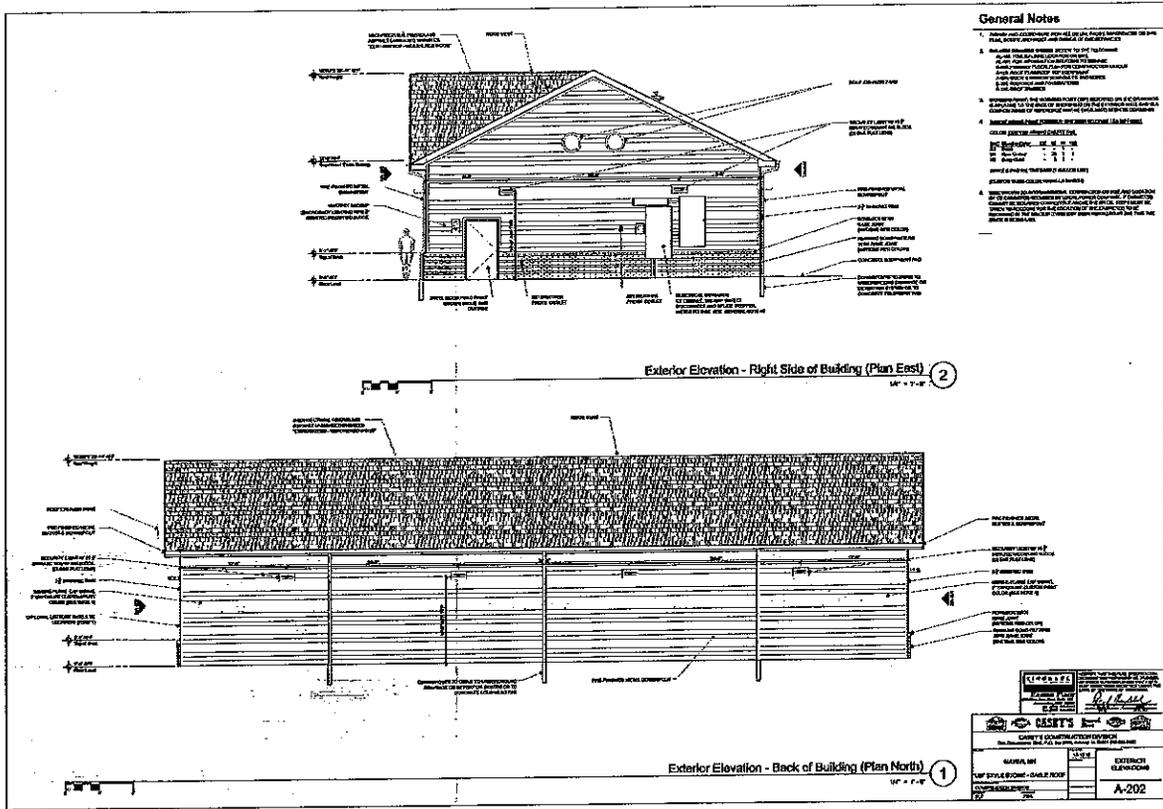
Exhibit A - 319 Shimmcor Street Aerial Location Map



This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 7/29/2016







Minnesota Department of Transportation

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

November 3, 2016

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

SUBJECT: Casey's General Store S16-054A
NE Corner of MN 25 and Shimmcor St.
Mayer, Carver County
Control Section 1006

Dear Mr. Martini:

Thank you for the opportunity to review the revised Casey's General Store plat. The Minnesota Department of Transportation (MnDOT) has reviewed the plat in compliance with Minnesota Statute 505.03, subdivision 2, Plats, and has the following comments:

Traffic:

MnDOT continues to recommend a traffic study be completed to determine impacts of new trips on the state and local road system.

For questions concerning these comments, please contact Merlin Kent, 651-234-7825 or merlin.kent@state.mn.us, in MnDOT Metro District's Traffic Section.

Water Resources

The cover letter designer states the stormwater management practices outlined in this report concur with the design and calculations completed for the project, submitted to the city and county and approved. Because existing pond is adjacent to MnDOT Right of Way MnDOT would like to see existing and proposed stormwater design calculation.

For questions regarding these comments please contact Hailu Shekur at 651-234-7521 or hailu.shakur@state.mn.us.

Permits:

MnDOT has already received an Access Permit application for this project. In addition to the drainage permit, any work impacting MnDOT right-of-way will require a permit. Permit forms are available from MnDOT's utility website at <http://www.dot.state.mn.us/utility/>.

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

Review Submittal Options:

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

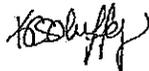
1. One (1) electronic pdf. version of the plans. MnDOT can accept the plans via e-mail at metrodevreviews.dot@state.mn.us provided that each separate e-mail is under 20 megabytes.
2. Three (3) sets of full size plans. Although submitting seven sets of full size plans will expedite the review process.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

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

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

If you have any questions concerning this review, please contact me at (651) 234-7784.

Sincerely,



Karen Scheffing
Principal Planner

Copy sent via E-Mail:

Buck Craig, Permits
Nancy Jacobson, Design
Hailu Shekur, Water Resources
Doug Nelson, Right-of-Way
Diane Langenbach, Area Engineer
Merlin Kent, Traffic
Clare Lackey, Traffic
Russell Owen, Metropolitan Council
John Anderson, Municipal Development Group, jandersonmdg@gmail.com

Exhibit F - Engineering Comments 10-25-16



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October 25, 2016

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

RE: Casey's General Store
319 Shimmcor Street
Engineering Review #2

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Exhibit F - Engineering Comments 10-25-16



Casey's General Store
October 25, 2016
Page 2

11. The applicant will be required to obtain a General Permit to Discharge Stormwater Associated with Construction Activity (NPDES). A copy of the approved permit should be submitted prior to any land disturbing activities.

If you have any questions or comments, please contact me to discuss.

Sincerely,
BOLTON & MENK, INC.

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

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 14, 2016
Item Name: Stipend for Deputy Clerk
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

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

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)
 A motion authorizing a monthly \$40 stipend for the Deputy Clerk for use of personal vehicle to pick up mail and make bank deposits.

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)
 In the past the City has not compensated its employees for use of personal vehicles to pick up mail and make bank deposits.

 This request is to pay the Deputy Clerk \$40 per month for use of her private vehicle to pick up mail and make bank deposits, This amount breaks down to \$2 a day for a month. Staff is proposing that the reimbursement start with the month of November 2016. This can be taken from the travel expense line item of the Clerk/Deputy Clerk of which there is \$250 budgeted and of which has a balance of \$221.92.

Staff is requesting approval of the monthly stipend for the Deputy Clerk in the amount of \$40.

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

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

MAYER, MN
General Fund EXP 2016
 Current Period: October 2016

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2016 YTD Balance	2017 Budget
JND 100 GENERAL FUND					
Dept 41400 City Clerk/Deputy					
E 100-41400-100 Wages and Salaries	\$32,738.21	\$28,321.00	\$7,275.93	\$21,045.07	\$13,680.00
E 100-41400-120 Employer Contrib Ret	\$2,286.43	\$2,124.60	\$515.18	\$1,609.42	\$1,026.00
E 100-41400-130 Employer Paid Ins	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 100-41400-131 Employer Paid Health	\$0.00	\$0.00	\$680.00	-\$680.00	\$2,040.00
E 100-41400-133 Employer Paid Dental	\$478.20	\$498.60	\$98.61	\$399.99	\$177.00
E 100-41400-134 Employer Paid Life	\$41.40	\$42.00	\$8.13	\$33.87	\$14.50
E 100-41400-180 Employee Withholdings	\$2,504.52	\$2,170.00	\$556.58	\$1,613.42	\$1,048.00
E 100-41400-208 Training and Instruction	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
E 100-41400-331 Travel Expenses	\$0.00	\$250.00	\$28.08	\$221.92	\$400.00
Dept 41400 City Clerk/Deputy	\$38,048.76	\$33,406.20	\$9,162.51	\$24,243.69	\$19,385.50
UND 100 GENERAL FUND	\$38,048.76	\$33,406.20	\$9,162.51	\$24,243.69	\$19,385.50

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 14, 2016
Item Name: Old Public Works Building
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

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

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

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

Staff have obtained a quote for the moving of the old public works building to the new public works building. The cost to move the building is \$7,500. The other costs that would be involved would be the footing for the building at the Shimmcor address.

Staff is requesting Council direction on whether the building should be moved to the Shimmcor address.

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

<p>Approved _____ Denied _____</p>	<p>Tabled _____ Other _____</p>
<p>Resolution No. _____</p>	<p>Ordinance No. _____</p>

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 14, 2016
Item Name: Public Comment Period
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

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

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

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

City Council saw a need to have a public comment section on the agenda September of 2007. Staff could not find where a time limit was placed on the speakers for the public comment period.

Staff is requesting discussion with the Council on the amount of time a person will be given during a public comment period. A proposed form that could be used for public comment. (attached)

Another issue Council may want to discuss is the content or the issue(s) that can be brought before the City Council.

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

<p>Approved _____</p> <p>Resolution No. _____</p>	<p>Denied _____</p>	<p>Tabled _____</p> <p>Ordinance No. _____</p>	<p>Other _____</p>
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Citizen Concerns Request

The City Administrator or designee will contact you following submission of your request to discuss the topic. Failure to submit a formal request or failure to show when items are called on to the floor within the agenda may result in not being recognized at the meeting.

Name: _____

Address: _____

Phone Number: _____

The City Council reserves the right to allot time to remain on schedule. Typically the allotment is for 2-3 minutes. (Please include necessary details: who, what, where, when, how, why, and attach all supporting documents)

Topic of Discussion:

No official action will be taken by the City Council on your request.

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 14, 2016
Item Name: Fire Department Officer Interviews
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

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

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

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

Fire Chief is requesting the personnel committee meet with the Fire Department interview committee to interview candidates for the lieutenant position.

Staff is requesting dates for the interviews and Council Members to conduct the interviews.

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

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

FYI

November 1, 2016

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

Dear Mayor Capaul:

Please, be advised that effective December 1, 2016, we will be launching NU-Telecom's *What's NU* channel at position 100 of our lineup. This channel addition is not cost-affecting.

Attached, please, find an updated channel lineup.

Should the City have any questions concerning this notice, please, contact me at (507) 233-4169.

Sincerely,



Kathy Lund
Regulatory & Administrative Manager

/gpt

Cologne, Mayer, New Germany & Plato Service Lineup

WatchTVEverywhere

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

Internet & Digital TV Bundles

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

Variety Bundle

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

Entertainment Bundle

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

Basic Bundle

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



**Bundle
& Save**

Save 10% each month on TechTrends Wireless when you bundle with Digital TV and Internet!

NU-Basic - \$22.95 a month - 41 channels - 29 SD & 12 HD

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

NU-Entertainment - \$68.95 a month (includes NU-Basic) - 192 channels - 131 SD & 61 HD

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

NU-Music

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

RedZone - \$49.95 - billed once annually with any Digital TV package.

36 | 936 NFL RedZone



- All programming and prices are subject to change.
- Taxes and other mandated service charges are not included in the prices.
- HD (HD) included with Standard Definition (SD) simulcasts.
- SD & HD Anywhere equipment rental charges may apply.
- Digital video pricing includes 1st box. Additional boxes \$2 each.

2104 E 10th St • Glencoe, MN 55336 • 877-664-0283 • www.nutelecom.net

NU-Variety - \$78.95 a month (includes NU-Basic, NU-Music and NU-Entertainment) - 259 channels - 179 SD & 80 HD

SD	HD		203	993	Discovery Family	240	976	Hallmark Movies & Mysteries	200	Nick Jr.
226	994	American Heroes	169		Discovery Life				202	Nick2
214	954	BBC America	125	984	Disney XD	25		Hope	205	Nicktoons Network
223		C-Span 2	209	969	DIY Network	225	971	IFC	235	Pursuit
236		C-Span 3	34	986	ESPNU	241		Inspiration	222	Reelz Channel
272	972	C&I	208		Esquire	274		Military History	224	988 RFD TV
233		Centric	154		Fido	227		MTV 2	77	977 SEC
219		Chiller	280	998	Fuse	230		MTV Hits	78	SEC Alternate
220		Cloot	242		Fusion	228		MTV Jams	234	Sundance Channel
231		CMT Pure Country	237	937	FX Movie	229		MTV Tr3s	201	TeenNick
221		CNBC World	215	917	FYI	211		mun2	232	VH1 Classic
206	966	Destination America	238	938	Hallmark Channel	213	925	Nat Geo Wild	216	916 Viceland
207		Discovery en Espanol				35	935	NFL Network		

DVR

DVR	\$12.95	Additional DVR	\$8.95	HD & DVR Bundle	\$19.95
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Premium Channels

NU-Premium - \$51.95 save \$21.85	Showtime - \$18.95	Starz/Encore - \$17.95
HBO/Cinemax - \$30.95 save \$5.95	652 FLIX	750 760 Encore
Cinemax - \$16.95	654 FLIX (W)	752 Encore (W)
555 @Max	600 Showtime	757 Encore Action
556 5StarMax	605 Showtime (W)	756 Encore Black
552 ActionMax	601 Showtime 2	753 Encore Classic
550 Cinemax	606 Showtime 2 (W)	758 Encore Family
551 MoreMax	604 Showtime Beyond	755 Encore Suspense
557 OuterMax	603 Showtime Extreme	754 Encore Westerns
553 ThrillerMax	608 Showtime Extreme (W)	700 Starz
554 WMax	611 Showtime Family Zone	751 Starz (W)
	610 Showtime HD	703 Starz Cinema
	612 Showtime Next	705 Starz Comedy
	602 Showtime Showcase	704 Starz Edge
	607 Showtime Showcase (W)	710 Starz HD
	613 Showtime Women	701 Starz in Black
	650 660 TMC	702 Starz Kids & Family
	653 TMC (W)	
	651 TMC Extra	

Internet

55Mbps Internet	\$79.95	25Mbps Internet	\$64.95	15Mbps Internet	\$44.95	7Mbps Internet	\$29.95
NU-Basic		NU-Entertainment		NU-Variety		Wi-Fi (wireless router)	\$2.95
+ 55Mbps	\$98.90	+ 55Mbps	\$141.90	+ 55Mbps	\$147.90	• 5 email addresses	
+ 25Mbps	\$83.90	+ 25Mbps	\$126.90	+ 25Mbps	\$132.90	• Email virus and spam blocker	
+ 15Mbps	\$63.90	+ 15Mbps	\$106.90	+ 15Mbps	\$112.90	• 24/7 local Internet support	
+ 7Mbps	\$48.90	+ 7Mbps	\$91.90	+ 7Mbps	\$97.90	• Monthly eNewsletter	

November 7, 2016

City of Mayer
PO Box 102
Mayer, MN 55360-0102

Dear Associate Member:

Thank you for your support as an associate member of the Minnesota Rural Water Association. You are a part of America's largest and strongest voice for rural and small municipal and non-municipal water and wastewater systems.

We do face problems, both in our water and wastewater systems. Fortunately, these problems are not beyond our abilities or determination to solve. We are the only organization that offers on-site technical assistance to you at no charge. We are available to you for operation, maintenance, user fees, funding options, leak detection, regulations and more. Just give us a call.

There are many changes happening in the water and wastewater industry. We are prepared to work with you to insure that we will face and solve these problems together. By joining together, small systems realize big benefits.

Log on to our web site at www.mrwa.com. Check out the training calendar, water and wastewater resources, quizzes, financing, sample ordinances, rate sheet, source water resources, job listings, MRWA publications, MRWA members, and links to many agencies, associations, and organizations.

The Minnesota Rural Water Association's 33rd Annual three-day Water & Wastewater Technical Conference will be held in St. Cloud at the St. Cloud Civic Center, March 7-9, 2017. Mark your calendar. MRWA hosts approximately forty, one-day training sessions around the State of Minnesota. The TA Times newsletter will have an agenda, and times and dates, for the upcoming training session or go to our web site, push the training button and register on-line. If your city is interested in hosting a training session, please give us a call.

Enclosed is your membership certificate.

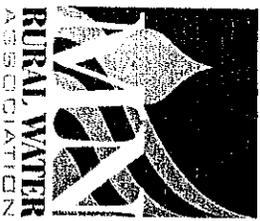
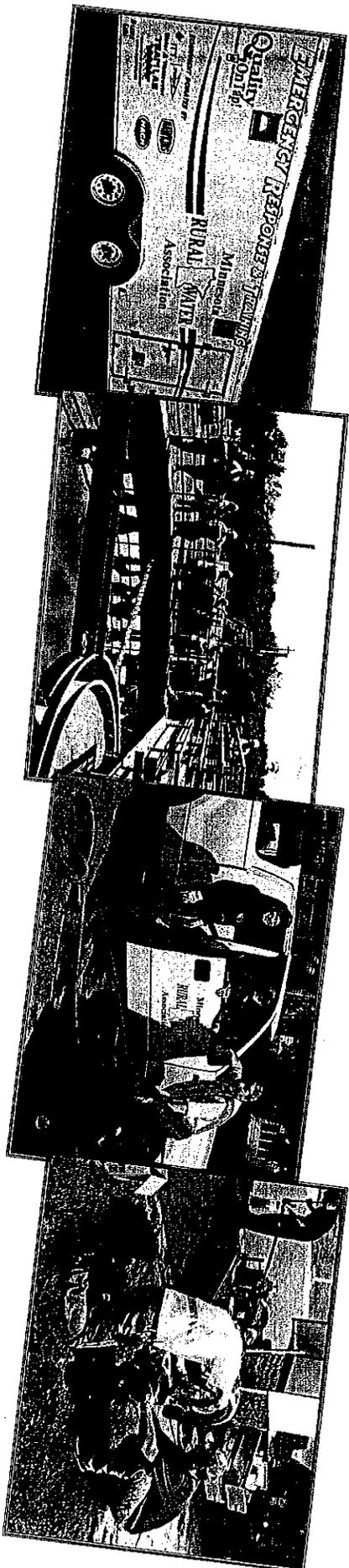
Sincerely,



Ruth Hubbard
Executive Director

RH:sg
Enclosure

Certificate of Membership



Excellence in Training and
Technical Assistance

Commencing November 2016

Expiration October 2017

City of Mayer

In recognition of your concern for safe drinking water in the State of Minnesota.

WE WORK FOR YOU!

Minnesota Rural Water Association
National Rural Water Association

Ruth Hubbard

