MAYER

CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 8, 2018
6:30 PM

AGENDA

1. **Call Meeting to Order**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

4. **Public Comment (Please limit comments to 5 minutes)**

5. **Consent Agenda**
   A. Minutes
      1. September 24, 2018 City Council Meeting Minutes
      2. September 24, 2018 City Council Workshop Meeting Minutes

   B. Claims

   C. Election Judges – General Election – Resolution 10-8-18-31

6. **Public Hearing – Fieldstone 3rd Addition Drainage and Utility Easement – Resolution 10-8-18-32**

7. **Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
   A. Planning Commission
      1. Fieldstone 3rd Addition Preliminary & Final Plat
         A. Resolution 10-8-18-33 – Preliminary Plat
         B. Resolution 10-8-18-34 – Final Plat
      2. Text Amendment Regarding Floodplain Management Text and Map

   B. Administrative
      1. Ehlers – Long-Term Financial Management Plan
      2. Jaguar Communications – Ordinance 224
         A. Resolution 10-8-18-35 Ordinance 224Summary
      3. 2018 Employee Benefits – Resolution 10-8-18-36

   C. Fire Department
      1. 2019 Fire Contracts

8. **City Council Reports**

9. **Other Business**

10. Upcoming Meetings & Events

October 9, 2018 Park and Recreation Commission Meeting
October 22, 2018 City Council Meeting
October 23, 2018 EDA Meeting

11. For Your Information

12. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – SEPTEMBER 24, 2018
Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

PRESENT: Mayor Dodge, Council Members Boder, Butterfield, and Stieve-McPadden
ABSENT: Council Member McNeilly
STAFF: City Administrator McCallum, City Attorney Sullivan, Fire Chief Maetzold, Public Works Kuntz, and Deputy Clerk Gildemeister
ALSO PRESENT: Kristine Anderson, Allen Roth, Ivan Raconteur, Chad Heldt, Don Wachholz, Mike Wegner, Jason Hilgers, Kiya Aurich, Julia Stanley, Grant Cohrs, Mary Cohrs, Kaye Timmers, John Butterfield

The meeting was opened with the Pledge of Allegiance.

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

PUBLIC COMMENT
None

APPROVE CONSENT AGENDA
A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Butterfield to approve the Consent Agenda with the exclusion of 220 4th Street Extension Request which was moved to Regular Agenda discussion. Motion Carried 4/0.

1. Approve the Minutes of the September 10, 2018 Regular Council Meeting.
2. Approve the Minutes of the September 10, 2018 Council Workshop Meeting.
3. Approve Claims for the Month of September 2018. Check numbers 21763 to 21807.
4. Acknowledge City Administrators Report for the Month of September 2018.
5. Acknowledge City Engineer Summary Report of Projects for the month of August 2018.
6. Acknowledge Fire Department Report for the Month of August 2018.
7. Acknowledge Sheriff's Department Report for the Month of August 2018.
8. Approve Resolution 9-24-18-28 Mayer Baseball Club Donation.

CITY ADMINISTRATOR

1. **Accept Extension Request for 220 4th Street NE –** Mayor Dodge opened discussions on the code violation compliance extension request from property owner, Chad Heldt. Mayor Dodge was concerned that the property owner requested using the out of compliance gravel parking pad till June 30, 2019. City Attorney Sullivan reminded Mr. Heldt that the parking pad is in violation of three City Codes and suggested to Council that they could accept the request with the addition of language "contingent that the parking pad not be used." Mr. Heldt requested leniency while the Council discusses whether they want to move forward with future language changes to the Parking Pad Ordinance to include gravel as an acceptable parking surface.
   A MOTION to accept extension request through June 30, 2019 with language that the parking pad will not be used was made by Mayor Dodge. The motion was not seconded. Motion failed.

   Council Members Boder and Stieve-McPadden discussed their willingness to allow Mr. Heldt to park his camper on the parking pad and didn't see it as an issue. Mayor Dodge and Council Member Butterfield felt the parking pad should not be used due to the parking pad violating three City Codes, not just the issue of parking on gravel.

A MOTION to accept extension request and allow the use of the parking pad through June 30, 2019 was made by Council Member Boder and seconded by Council Member Stieve-McPadden. Motion failed. 2/2 *Mayor Dodge and Council Member Butterfield a nay.*

After further discussion, a MOTION to accept extension and allow the use of the parking pad through December 31, 2018 was made by Council Member Butterfield and seconded by Mayor Dodge.

Mr. Heldt stated that is would be difficult to move the camper in December. Council Member Stieve-McPadden did not see the logic in having Mr. Heldt move his camper in December and re-stated that she did not see an issue with having the camper parked on the parking pad through June 30, 2019.
A MOTION to retract her prior motion was made by Council Member Butterfield and seconded by Mayor Dodge.

City Attorney Sullivan offered some clarification and stated that Council could grant an extension request through an agreed time period, allowing Mr. Heldt opportunity to correct violations while the City discusses code language on all three performance standards.

A MOTION to accept extension request and allow the use of the parking pad through June 30, 2019 was made by Mayor Dodge and seconded by Council Member Boder. Motion carried 4/0.

PUBLIC HEARING – Utility Franchise Proposal Jaguar Communications

A MOTION to open Public Hearing at 6:54 p.m. was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

Kristine Anderson, In-house Attorney for Jaguar Communications, introduced herself to Council and public. Attorney Anderson approached the podium and presented a summary of the application submitted to the City and detailed its cable plans. Attorney Anderson left the podium and the floor opened for public comment.
Question 1: Kaye Timmers asked why she was quoted a cost of $79.99 for basic internet service at the Open House August 30, 2018, when Jonathan Todd, Sales Representative of Jaguar, stated to the Council in April of 2018 that the basic cost would be $49.95. Council Member Butterfield questioned the discrepancy and asked for an explanation.
Response: Attorney Anderson stated that she reviewed the April 2018 minutes and in anticipation of this question, corresponded with Jonathan Todd who at that time used a generalized cost of $49.95 for an individual service as an example. She stated their services range from $29.95 for a basic phone package to $209.95 for a high end full service package. Attorney Anderson stated that Jaguar Communications was looking into offering an even lower level internet option, but after doing some market research, found that there wasn't sufficient market demand for that type of service. She stated that most people want a fiber optic option because it offers a considerable superior service.
Question 2: Mary Cohrs asked if Jaguar Communications financials are available for review. Ms. Cohrs stated she is concerned Jaguar Communications will increase rates and fees next year if they do not meet their target numbers.
Response: Attorney Anderson stated Jaguar Communications is not a publicly traded company, therefore, its financials are not available for public review. Attorney Anderson gave a brief history of the company and stated there is no indication that rates will increase and that Jaguar Communications is in good financial standing.

DRAFT

Mayor Dodge asked for further comments from the public. City Administrator McCallum stated there were no comments submitted by email.

A MOTION to close Public Hearing and resume Regular Council Meeting at 7:11 p.m. was made by Council Member Butterfield and seconded by Council Member Boder. Motion carried 4/0.

Approve Jaguar Communications Utility Franchise Proposal - A MOTION to accept Jaguar Communications application and to direct Staff to enter into negotiations for the purposes of developing a franchise agreement for consideration by the City Council was made by Mayor Dodge and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

FIRE DEPARTMENT

1. **Approve Resolution 9-24-18-31 Authorization to Increase Volunteer Firefighter PERA Benefits –** A MOTION to approve Resolution 9-24-18-31 authorizing an increase in PERA benefits to $2500 for Mayer Volunteer Firefighters was made by Council Members Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 3/0. *Council Member Boder abstained.*

2019 BUDGET

1. **Approve Resolution 9-24-18-29 Preliminary Budget for 2019 –** A MOTION to approve the Preliminary Total Expenditures Budget for 2019 in the amount of $1,686,657.85 was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield. Motion carried 4/0.

2. **Approve Resolution 9-24-18-30 Adopting 2018 Preliminary Tax Levy for 2019 –** A MOTION to approve Resolution 9-24-18-30 Adopting 2018 Preliminary Tax Levy for 2019 in the amount of $1,131,996.00 was made by Council Member Stieve-McPadden and seconded by Council Member Boder. Motion carried 4/0.

FOR YOUR INFORMATIO

- Acknowledge September 11, 2018 Park Board Meeting Minutes.

Before close, Mayor Dodge directs City Administrator to reach out to Jaguar Communications and confirm the Special Meeting date.

ADJOURN

There being no further business, a MOTION was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden to adjourn the meeting at 7:31 p.m. Motion Carried 4/0

_____

Mike Dodge, Mayor

Attest: _____

Janell Gildemeister, Deputy City Clerk

DRAFT

MAYER CITY COUNCIL WORK SESSION MINUTES – SEPTEMBER 24, 2018

Call Work Session to order at 7:32 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Boder, Butterfield, and Stieve-McPadden
ABSENT: Council Member McNeilly
STAFF: City Administrator McCallum, Public Works Kuntz, and Deputy Clerk Gildemeister
ALSO PRESENT: Allen Roth, Ivan Raconteur, Don Wachholz, Jason Hilgers, Mike Wegner
.

Continued Discussion on Employee Benefits: City Administrator McCallum reviewed a history of the composition of the City and stressed how City staff has changed significantly over the past 5 years. Public Works Department until 2017 was one full time employee. The Administration Department until 2016 was made up of one full time employee (City Administrator) and one part time employee (City Clerk) with one employee only taking single coverage and the other elected not to take coverage. The City currently has four full time employees; two Public Works employees and two Administrative employees. Administrator McCallum addressed the significant growth Mayer is undergoing resulting in the need for additional employees. Not only has the number of employees changed, but the age and makeup of the employees has as well. Compared to the previous group of employees, the current group dynamic covers a more diverse spectrum. She stated that employees want to utilize the City's benefits, but are not able due to its affordability and significant out of pocket costs for family coverage.

A representative from A.T. Group, Allen Roth, spoke to the Council and provided details on the current benefit plan and the HSA Plan he recommended. The City's current plan is a 75/25 plan with an individual out of pocket deductable of $2500, and $50 co-pay. He stated this plan will no longer be offered after this year and will be replaced by a 60/40 plan, individual deductable of $2500, and $50 co-pay. Council asked why more plan options were not provided and Mr. Roth stated that due to the size of the group (Under 50 Employees), there are very limited options.

Mayor Dodge reaffirmed that the Personnel Committee recommended the HSA 100% Plan and is committed to working toward better benefits for the employees, however, has reservations due to the significant percentage increase to the employee benefits budget.

City Administrator McCallum proposed changing the health/dental formula to an HSA 100% plan with the addition of Long-Term and Short-Term Disability benefits.

Council agreed that they would like to move toward an HSA Plan and asked City Administrator to provide them with a history of benefit costs over the past 10 years and copies of the plan options with the chart showing insurance premium rates by age.
Council Member Stieve-McPadden asked Staff to provide salary and benefits pie charts.

MEETING ADJOURNED
There being no further business, the work session was adjourned at 8:25 p.m.

_____
Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

DRAFT

MAYER, MN

*Claim Register©

10/08/18PAY

October 2018

Claim Type **Direct**

Claim# 12359 *DPC INDUSTRIES INC*

Cash Payment	E 620-49410-216 Chemicals and Chem Prod WTP			$350.85
Invoice 827001791-18				
Cash Payment	E 620-49410-216 Chemicals and Chem Prod WTP			$429.52
Invoice 827001792-18				
Transaction Date	10/1/2018	Security Bank	10100	**Total** $780.37

Claim Type **Direct**

Claim# 12349 *EMERGENCY MEDICAL PRODUCT*

Cash Payment	E 100-42260-400 Repairs & Maint Cont	HEARTSTART BATTERY		$168.95
Invoice 2017712				
Transaction Date	10/1/2018	Security Bank	10100	**Total** $168.95

Claim Type **Direct**

Claim# 12350 *EMERGENCY RESPONSE SOLUTI*

Cash Payment	E 212-42260-580 New Equipment	FD CONTROL MODUAL/TIC KIT		$14,090.00
Invoice 11629				
Transaction Date	10/1/2018	Security Bank	10100	**Total** $14,090.00

Claim Type **Direct**

Claim# 12363 *GOPHER STATE ONE-CALL INC*

Cash Payment	E 620-49440-355 Gopher State Locates	28 LOCATES		$18.90
Invoice 8090561				
Cash Payment	E 640-49490-355 Gopher State Locates	28 LOCATES		$18.90
Invoice 8090561				
Transaction Date	10/3/2018	Security Bank	10100	**Total** $37.80

Claim Type **Direct**

Claim# 12347 *KJOLHAUG ENVIRON.SERVICES*

Cash Payment	G 800-20213 Coldwater Crossing 8th Additio	COLDWATER CROSSING WETLAND DELINEATION		$665.00
Invoice 105547				
Cash Payment	E 650-49500-303 Engineering Fees	MONITORING		$90.00
Invoice 105548				
Cash Payment	E 650-49500-303 Engineering Fees	PREPARE TEP		$865.00
Invoice 105549				
Transaction Date	10/1/2018	Security Bank	10100	**Total** $1,620.00

Claim Type **Direct**

Claim# 12362 *LD HOMES*

Cash Payment	G 800-20211 Landscape Escrow	5115 HARVEST CURVE		$1,650.00
Invoice B2016-050				
Transaction Date	10/3/2018	Security Bank	10100	**Total** $1,650.00

Claim Type **Direct**

Claim# 12364 *MAYER LUMBER CO INC*

Cash Payment	E 100-42280-400 Repairs & Maint Cont	FD DETERGENT,FLARE PLUB		$13.28
Invoice 161819				
Cash Payment	E 100-43100-210 Operating Supplies	FOGGER,SWVL,CONNCTR, NIPPL		$18.96
Invoice 162064				
Cash Payment	E 100-43100-210 Operating Supplies	DISH SOAP,IRON OUT,STRAINER,1GAL BAGS		$12.76
Invoice 162239				

MAYER, MN

*Claim Register©

10/08/18PAY

October 2018

Cash Payment	E 100-43100-210 Operating Supplies	VINYL TUBING			$11.10
Invoice 162281					
Cash Payment	E 100-42280-210 Operating Supplies	TOILET CLNR,WATER			$22.19
Invoice 162348					
Cash Payment	E 100-43100-210 Operating Supplies	CUPLING,SAFETY BLOW GUN,VALVE,NIPL,TEE			$62.10
Invoice 162876					
Cash Payment	E 100-43100-210 Operating Supplies	TIRE REPAIR KIT,CUPLING,WIPES			$12.56
Invoice 162887					
Transaction Date	10/3/2018	Security Bank	10100	**Total**	$152.95

Claim Type **Direct**

Claim# 12360 *METRO WEST INSPECTION SERVI*

Cash Payment	E 100-42400-300 Professional Srvs	BUILDING INSPECTION SERVICES			$822.69
Invoice 1707					
Transaction Date	10/1/2018	Security Bank	10100	**Total**	$822.69

Claim Type **Direct**

Claim# 12348 *MINI BIFF INC*

Cash Payment	E 100-45000-300 Professional Srvs	OSH PARK			$88.23
Invoice A-99488					
Cash Payment	E 100-45000-300 Professional Srvs	WEST RIDGE PARK			$88.23
Invoice A-99496					
Cash Payment	E 100-45000-300 Professional Srvs	MEADOW PARK			$88.23
Invoice A-99517					
Cash Payment	E 100-45000-300 Professional Srvs	DISCOVERY PARK			$88.23
Invoice A-99550					
Transaction Date	10/1/2018	Security Bank	10100	**Total**	$352.92

Claim Type **Direct**

Claim# 12361 *R HOME LLC*

Cash Payment	G 800-20211 Landscape Escrow	1687 HIDDEN TR			$2,500.00
Invoice B2017-137					
Cash Payment	G 800-20211 Landscape Escrow	1690 HIDDEN TR			$2,500.00
Invoice B2017-138					
Cash Payment	G 800-20211 Landscape Escrow	1691 HIDDEN TR			$2,500.00
Invoice B2017-139					
Cash Payment	G 800-20211 Landscape Escrow	1639 PINECONE LN			$2,500.00
Invoice B2017-136					
Cash Payment	G 800-20211 Landscape Escrow	1737 JUNIPER KNOLL			$2,500.00
Invoice B2018-014					
Cash Payment	G 800-20211 Landscape Escrow	1738 JUNIPER KNOLL			$2,500.00
Invoice B2018-015					
Transaction Date	10/3/2018	Security Bank	10100	**Total**	$15,000.00

Claim Type **Direct**

Claim# 12351 *TOM GOEPFERT*

Cash Payment	E 620-49440-300 Professional Srvs	P/W ON CALL HOURS			$50.00
Invoice PR 19					
Cash Payment	E 640-49480-300 Professional Srvs	P/W ON CALL HOURS			$50.00
Invoice PR 19					
Transaction Date	10/1/2018	Security Bank	10100	**Total**	$100.00

MAYER, MN

*Claim Register©

10/08/18PAY

October 2018

Pre-Written Checks	$0.00
Checks to be Generated by the Compute	$34,775.68
Total	$34,775.68

COUNCIL APPROVAL -
SIGNATURES/INITIALS_____

CITY OF MAYER
RESOLUTION 10-8-18-31
APPOINTING 2018 GENERAL ELECTION JUDGES

WHEREAS, the City of Mayer is required to hold a Primary and General Election in 2018; and,

WHEREAS, Minnesota Statutes require that all Elections be conducted by duly appointed and qualified Election Judges; and,

WHEREAS, notice has been given that the General Election is on Tuesday, November 6, 2018 in all election precincts of Carver County, and a City Election will be held on Tuesday, November 6, 2018 for the City of Mayer.

WHEREAS, the following individuals have applied and have been found eligible to serve in such capacity.

NOW THEREFORE BE IT RESOLVED, that the City of Mayer City Council hereby ordains that the City of Mayer shall appoint the following individuals to serve as election judges for the 2018 general election:

Lois Maetzold
Diane Plocher
Deborrah Pauly
Susan Weinzierl
Gerald Schwanke
Allan Edholm
Judith Edholm
Michael Wegner
Sheri Carpenter
Greg Carpenter
Janell Gildemeister
Margaret McCallum
Jenifer Garrison

BE IT FURTHER RESOLVED that the City Administrator is hereby directed to notify the Secretary of State and the Carver County Auditor or the above action. The hourly rate of pay for Election Judge will be $10.00 per hour, $11.00 per hour for Head Judge for hours worked during the elections including training time. The City Administrator is authorized to seek substitutions as necessary.

Adopted by the City Council of the City of Mayer, Minnesota, this 8th day of October, 2018.

Mike Dodge, Mayor

Margaret McCallum, City Administrator

Mayer Planning Commission
Staff Report
September 18, 2018
Fieldstone 3rd Addition Preliminary & Final Plat and Drainage & Utility Easement Vacation

APPLICATION DATA

Meeting/Public Hearing Date: October 8, 2018

Applicant: Castlegate Construction, Inc. - Attn: Dan Kurth

Owners: MCC, LLC & Castlegate Construction, Inc.

Address: 5411 & 5408 Cinnamon Point

Parcel Id Number & Legal Description:

PID #	Legal Description
50.21001.30	Lot 7, Block 2, Fieldstone. (5411 Cinnamon Point)
50.21001.40	Lot 1, Block 3, Fieldstone. (5408 Cinnamon Point)
50.21006.40	Outlot E, Fieldstone.
50.21006.50	Outlot F, Fieldstone.

BACKGROUND DATA

Action Requested: Approval of a two lot preliminary and final plat and the vacation of the existing drainage and utility easements. The plat is to be known as Fieldstone 3rd Addition.

Background: This property was originally preliminary platted with the first addition of Fieldstone. At that time Outlots E & F at the north end of Cinnamon Point where platted to be eventually added to future lots when the property to the north was developed. At this time the outlots have been sold to the applicant who is planning on combining the outlots with the buildable lots adjacent to each outlot.

The applicant is building houses on each of the buildable lots (5408 & 5411 Cinnamon Point) and in the case of the 5408 the plan is to add a deck to the side of the house that would cross the property line. In order for the City to allow that, a plat is needed since outlots are unbuildable and need to be replatted in order to allow them to be buildable. In addition to the plat, a drainage and utility easement is located on the common property line between the lots and outlots. You are not allowed to build on drainage and utility easements so the applicant has also requested to vacate the existing drainage and utility easements on the lots and rededicate new drainage and utility easements with the new plat that correspond to the new property lines after the lots are combined.

Staff has reviewed the plat and is in support of the combination of these lots with a few conditions. The first being that a temporary turnaround that is located on Outlot F at the end of Cinnamon Point, has a easement dedicated over it in favor or the City. As part of this plat a roadway, drainage and utility easement will need to be dedicated to the City over this turnaround area. These easement would be temporary in nature in that when Cinnamon Point is extending the future with a development, the temporary turnaround would be removed and the easement would be vacated at that time. The easement itself will need to be located ten feet around the perimeter of the curb of the temporary turnaround and is required to allow the City to maintain the turnaround.

At the October 2, 2018 Planning Commission meeting, the Planning Commission voted 5-0 to recommend approval of the preliminary plat, voted 5-0 to recommend approval of the

drainage and utility easement vacation and voted 5-0 to recommend approval of the final plat.

Zoning & PUD: The property is currently zoned R-1 Low Density Residential with a planned unit development (PUD) overlay and the lot standards and requirements for the R-1 district are as follows.

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

These lots do not meet the standards of the R-1 district but the conditions and requirements of the PUD overlay apply. By adding the outlots to the lots, it does not reduce the size of the lots and therefore no changes to the PUD overlay will be needed.

Future Land Use: The future land use map guides this property for low density residential, which is what is being proposed with this plat.

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

Park Dedication: No parkland dedication will be required with this plat since all parkland dedication requirements have been previously satisfied.

Landscaping: The landscaping requirements will not change from the original approval and no additional requirements will be required.

Sidewalks & Trails: No sidewalks or trails area located along Cinnamon Point and no new sidewalks or tails will be required as part of this plat.

Utilities: Water and sewer services are subbed to the outlots that are being combined with the lots. These services will remain in place at this time and no requirements will be needed.

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

City Engineer Review: The City Engineer has reviewed the preliminary and final plat and the drainage & Utility easement vacation and related documents. In a email dated September 5, 2018 the City Engineer had the following comments.

1. The D&U easement across the rear yard of existing Lot 7, Block 2 is unnecessary. This lot is at the high point. Runoff from the lot to the south drains south, and runoff from potential development to the north will drain north. Since runoff from adjacent lots will not drain across this lot, the easement across the rear yard can be removed permanently.
2. Since the north side of the addition abuts the development boundary, 10' D&U easements should be provided across the north side of both lots.
3. An easement should be provided for the turn-around extending into proposed Lot 1, Block 2.

The comments above will be required to be satisfied as a condition of approval.

Association: If these lots are part of any association, that is something the applicant will need to confirm. The City will not be required to be part of any review of the association documents.

CONDITIONS

Preliminary Plat

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

1. Engineer's Comments. The preliminary plat and related documents were reviewed by the City Engineer and the preliminary plat shall satisfactorily address any comments and conditions as required by the City Engineer in a email dated September 5, 2018.

2. Drainage & Utility Easement Vacation. As part of the final plat approval, the drainage and utility easements within the lots will need to be vacated as part of the final plat approval.

3. Plat Name. The name of the plat shall be changed to Fieldstone 3rd Addition from Fieldstone 2nd Addition.

4. Final Plat Submittal. Upon approval of the preliminary plat by the City Council, the applicant shall submit a final plat within one year after said approval, or the preliminary plat shall be considered void. Since this plat is proposed to be a multi-phase development, this preliminary plat shall be good for a period of five years to allow all the lots to be platted in different phases.

Drainage & Utility Easement Vacation

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

1. Engineer's Comments. The drainage and utility easement vacation and related documents shall be reviewed by the City Engineer and the drainage and utility easement vacation shall satisfactorily address any comments and conditions as required by the City Engineer in a email dated September 5, 2017.

2. Final Plat Approval. The drainage and utility easement vacations shall be contingent upon approval and recording of the final plat of Fieldstone 3rd Addition with the Carver County recorder.

Final Plat

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

1. Engineer's Comments. The final plat and related documents shall be reviewed by the City Engineer and the final plat shall satisfactorily address any comments and conditions as required by the City Engineer in a email dated September 5, 2017.

2. Signage. Any signs would have to meet the requirements of section 152.120 through 152.133 of the zoning ordinance.

3. Plat Name. The name of the plat shall be changed to Fieldstone 3rd Addition from Fieldstone 2nd Addition.

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

5. Development Agreement. A developers agreement, with all conditions, expectations and financing requirements, shall be executed prior to the final plat being released for recording by the City Council.

6. Temporary Turnaround Easement. A roadway, drainage and utility easement in favor of the City of Mayer, will be required to cover the temporary turnaround including a ten foot buffer from the edge of the curb. This easement shall be recorded as a separate document after the final plat is recorded.

7. Drainage and Utility Easement Dedication. The drainage and utility easement being proposed on the north side of both lots shall be ten feet wide since it is adjacent to the boundary of the plat.

CITY COUNCIL ACTION REQUIRED

After the public hearing is closed and review and discussion by the members of the City Council, three motions are in order. The first motion is to approve, deny or to table the preliminary plat, the second motion is to approve, deny or to table the drainage and utility easement vacation and the third motion is to approve, deny or to table the final plat.

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

Possible action items - Drainage & Utility Easement Vacation
1. Approve the drainage & utility easement vacation subject to conditions.
2. Table the drainage & utility easement vacation to a date specific, and provide the applicant with direction on the issues that have been discussed.
3. Deny the drainage & utility easement vacation request.

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

If you have any questions relating to the preliminary plat, final plat or drainage and utility easement vacation prior to the Planning Commission meeting, please feel free to contact me at: jandersonmdg@gmail.com or call direct at 952-855-4596.

Sincerely,

MUNICIPAL DEVELOPMENT GROUP, LLC

John Anderson, Associate
Consulting Planner, City of Mayer

LIST OF ATTACHMENTS

Exhibit A - Aerial Location Map
Exhibit B - Preliminary Plat of Fieldstone 3rd Addition
Exhibit C - Final Plat of Fieldstone 3rd Addition
Exhibit D - Easement Vacation Legal Description & Sketch
Exhibit E - Temp Turnaround Easement Sketch

Exhibit A - Aerial Location Map

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

Map Date: 9/18/2018

Exhibit B - Preliminary Plat of Fieldstone 3rd Addition

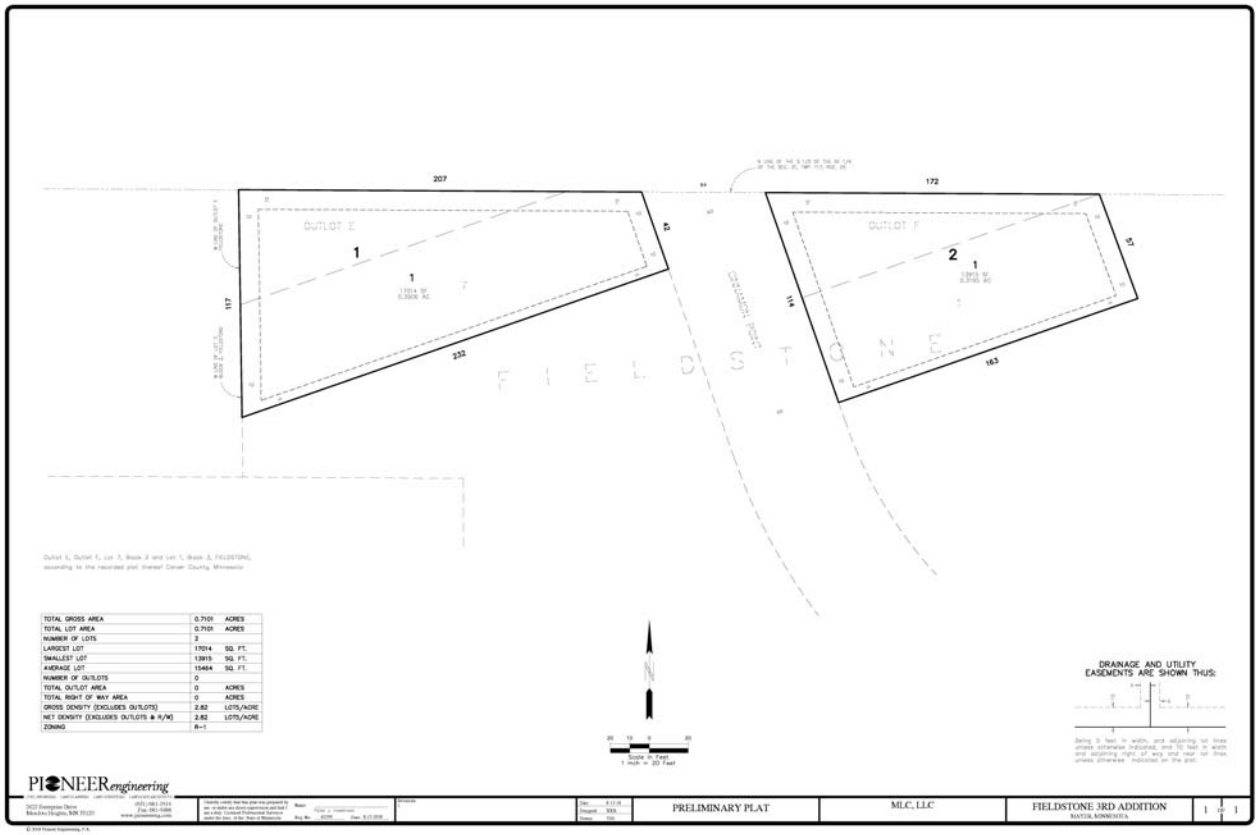


Exhibit C - Final Plat of Fieldstone 3rd Addition

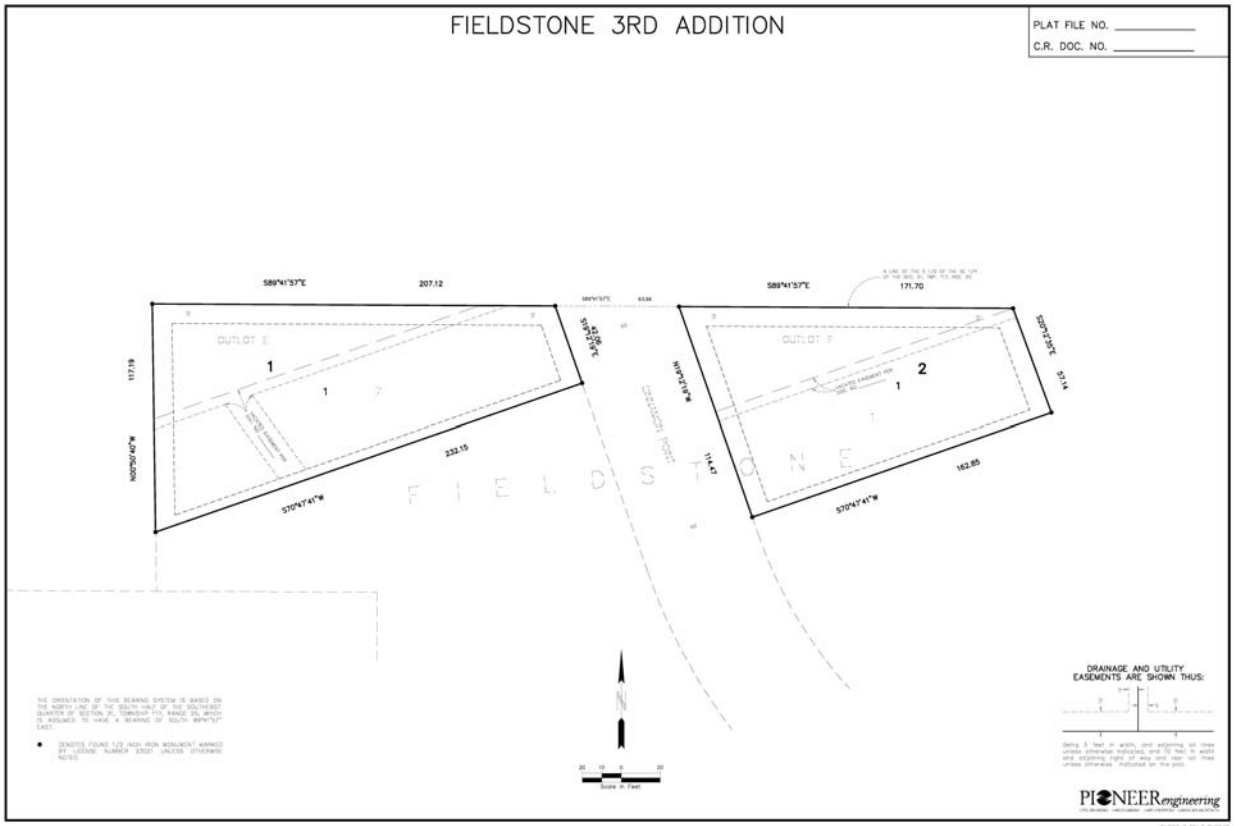


Exhibit D - Easement Vacation Legal Description & Sketch

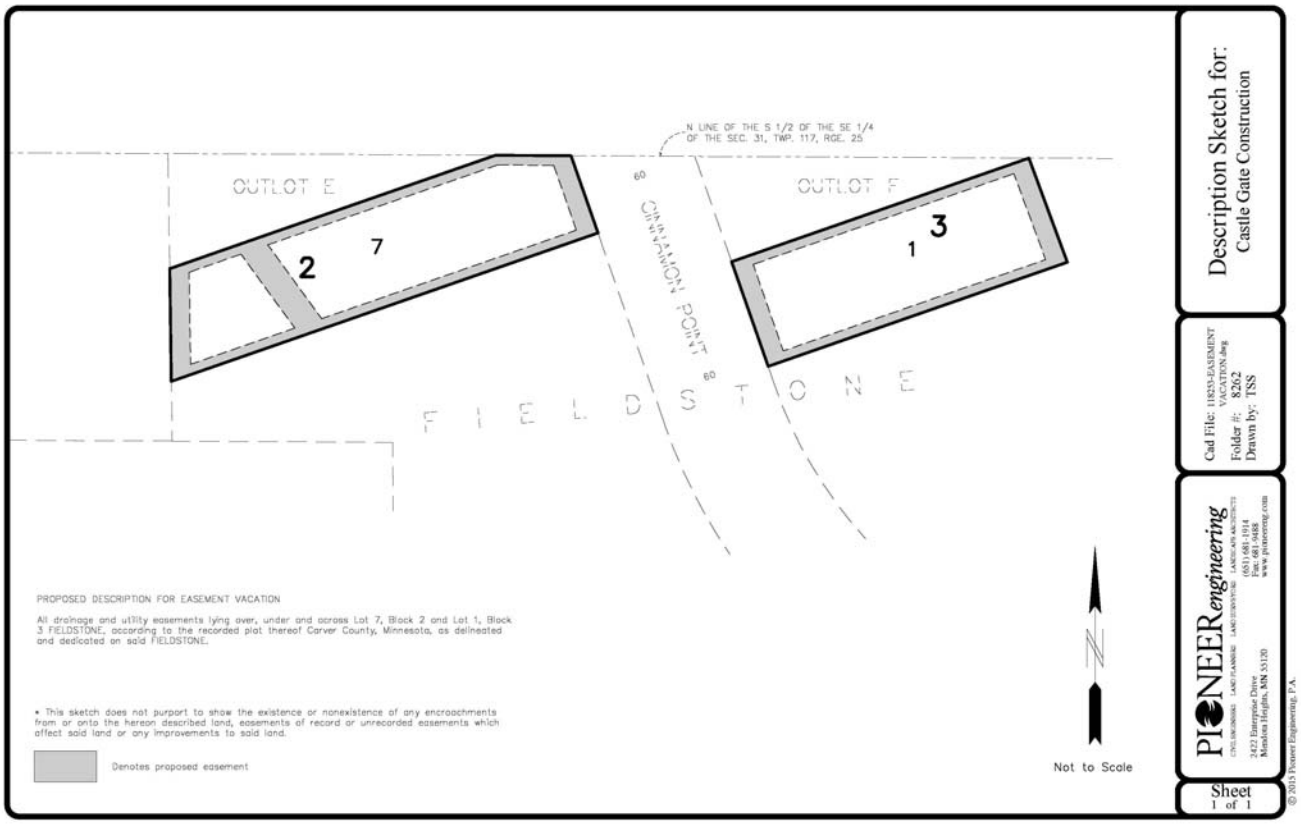
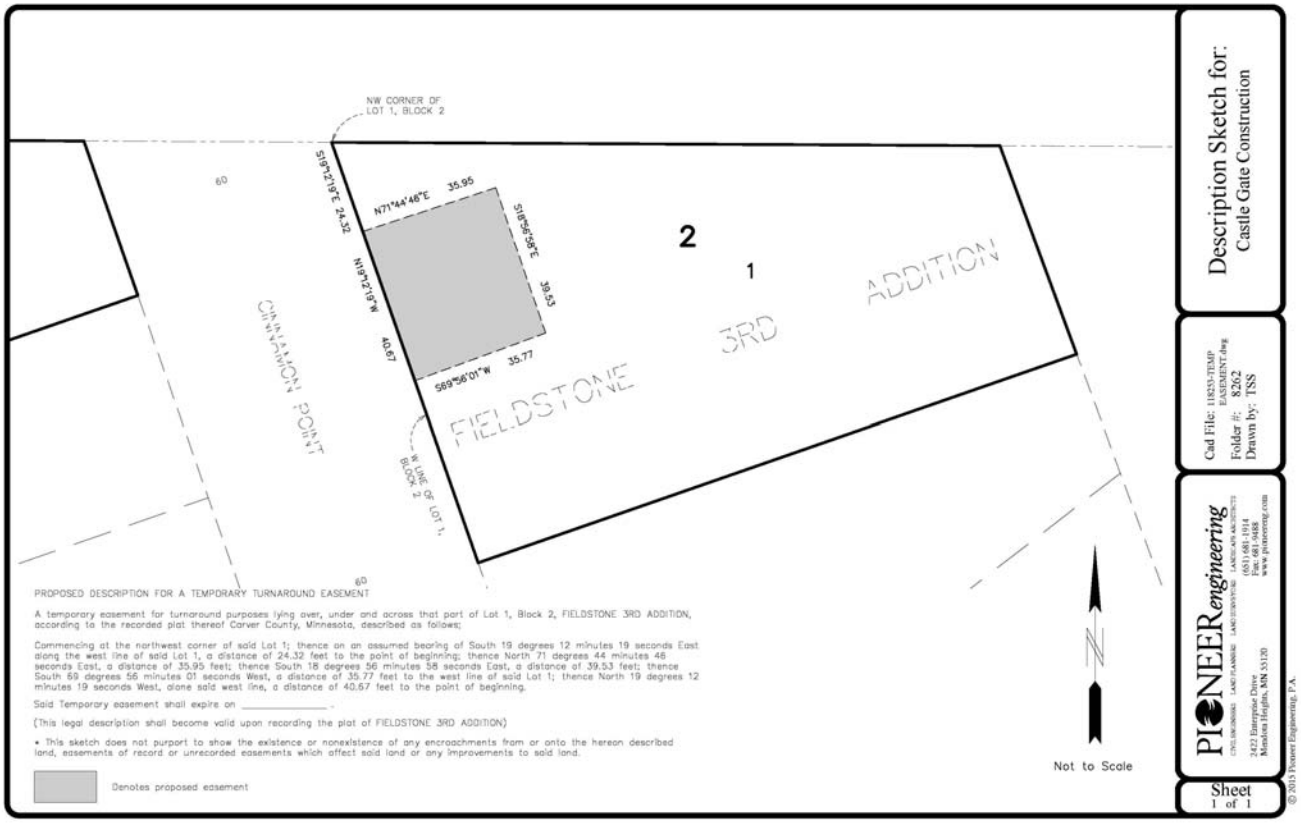


Exhibit E - Temp Turnaround Easement Sketch



CITY OF MAYER
CITY COUNCIL RESOLUTION 10-8-18-32

RESOLUTION APPROVING THE VACATION OF PUBLIC UTILITY EASEMENTS

WHEREAS, Castlegate Construction, Inc. (the “Applicant”) and Castlegate Construction, Inc. and MCC, LLC (the "Owners"), has submitted a request for the vacation of a public drainage and utility easement to the City of Mayer (the “City”) on property located on the north end of Cinnamon Point with addresses of 5408 & 5411 Cinnamon Point and PID numbers of 50.21001.30, 50.21001.40, 50.21006.40 and 50.21006.50 (the “Property”); and

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

WHEREAS, the property is zoned R-1 Low Density Residential District with a Planned Unit Development (PUD) Overlay and the applicant has applied for a final plat for the property; and

WHEREAS, After review by the Planning Commission at the October 2, 2018 Planning Commission meeting, the Planning Commission recommended approval of the drainage and utility easement vacation on a 5-0 vote; and

WHEREAS, a notice of public hearing for the drainage and utility easement vacation was published, setting the hearing before the City Council on October 8, 2018 at 6:30 pm or as soon thereafter as possible at 413 Bluejay Avenue to consider the request and hear testimony from all interested persons wishing to speak; and

WHEREAS, a copy of the proposed public drainage and utility easement vacation sketch was available at the City Offices for public viewing; and

WHEREAS, a public hearing was held for the drainage and utility easement vacation at the October 8, 2018 City Council meeting; and

WHEREAS, the City Council has the authority to impose reasonable conditions on a public drainage and utility easement vacation; and

WHEREAS, the City Council has determined that it is in the public interest to vacate said drainage and utility easement; and

WHEREAS, the City Council makes the following findings of fact in support of granting approval of the drainage and utility easement vacation:

A. The legal description of the public drainage and utility easements to be vacated is:

   All drainage and utility easements lying over, under and across Lot 7, Block 2 and Lot 1, Block 3, FIELDSTONE, according to the recorded plat thereof Carver County, Minnesota, as delineated and dedicated on said FIELDSTONE.

B. The Planning Report dated October 2, 2018 shall be the governing document.

C. The aerial location map is attached as Exhibit A.

D. The easement vacation legal description and sketch is attached as Exhibit B.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mayer, Minnesota, that it hereby approves the public drainage and utility easement vacation subject to the following conditions:

1. Engineer's Comments. The drainage and utility easement vacation and related documents shall be reviewed by the City Engineer and the drainage and utility easement vacation shall satisfactorily address any comments and conditions as required by the City Engineer in a email dated September 5, 2017.

2. Final Plat Approval. The drainage and utility easement vacations shall be contingent upon approval and recording of the final plat of Fieldstone 3rd Addition with the Carver County recorder.

Adopted by the Mayer City Council this 8th day of October, 2018.

_____
Mayor Mike Dodge

Attest:

_____
Margaret McCallum, City Administrator

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Published:
Filed with Carver County:

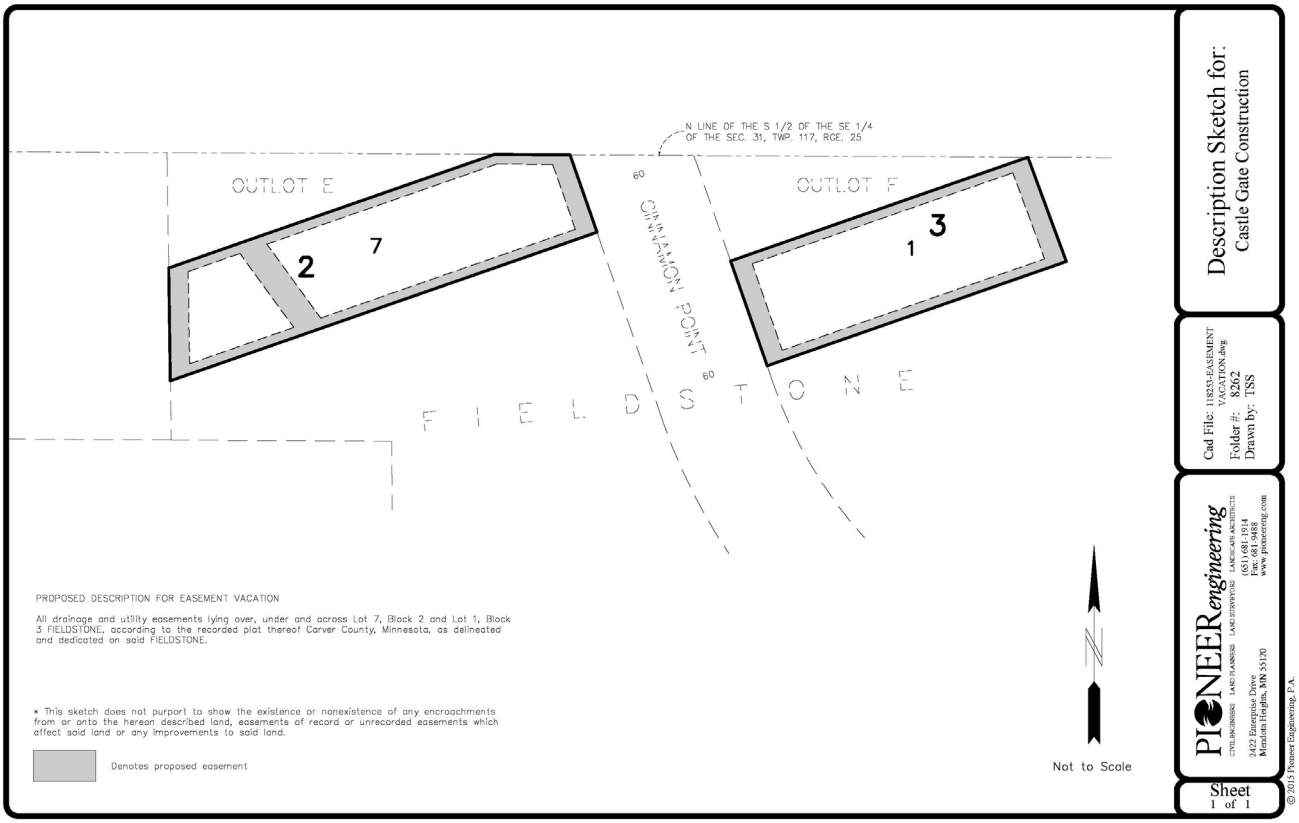
Attachments:
Exhibit A - Aerial Location Map
Exhibit B - Easement Vacation Legal Description & Sketch

Exhibit A - Aerial Location Map

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

Map Date: 9/18/2018

Exhibit B - Easement Vacation Legal Description & Sketch



CITY OF MAYER
CITY COUNCIL RESOLUTION 10-8-18-34

A RESOLUTION APPROVING A FINAL PLAT KNOW AS FIELDSTONE 3RD ADDITION

WHEREAS, Castlegate Construction, Inc. (the “Applicant”) and Castlegate Construction, Inc. and MCC, LLC (the "Owners"), has submitted a final plat known as Fieldstone 3rd Addition to the City of Mayer (the “City”) on property located on the north end of Cinnamon Point with addresses of 5408 & 5411 Cinnamon Point and PID numbers of 50.21001.30, 50.21001.40, 50.21006.40 and 50.21006.50 (the “Property”); and

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

WHEREAS, the property is zoned R-1 Low Density Residential District with a Planned Unit Development (PUD) Overlay and the applicant has applied for a final plat for the property; and

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

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

WHEREAS, the preliminary plat for Fieldstone 3rd Addition was approved by the City Council on October 8, 2018; and

WHEREAS, the final plat for Fieldstone 3rd Addition is consistent with the preliminary plat and was reviewed by the Planning Commission at their October 2, 2018 meeting where a recommendation to approve the final plat was passed on a 5-0 vote; and

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

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

WHEREAS, the minimum lot sizes and widths, building setbacks and right of way width, shall be governed in accordance with approved PUD overlay standards; and

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

A. The legal description of the subject property is: Lot 7, Block 2; Lot 1, Block 3; Outlot E; and Outlot F, Fieldstone.

B. The Planning report dated October 2, 2018 shall be the governing document.

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

D. The preliminary plat of Fieldstone 3rd Addition is attached as Exhibit B.

E. The final plat of Fieldstone 3rd Addition is attached as Exhibit C.

F. The temporary turnaround easement sketch is attached as Exhibit D.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MAYER, MINNESOTA: that the final plat known as Fieldstone 3rd Addition is hereby approved with the following conditions:

1. Engineer’s Comments. The final plat and related documents shall be reviewed by the City Engineer and the final plat shall satisfactorily address any comments and conditions as required by the City Engineer in an email dated September 5, 2018.

2. Signage. Any signs would have to meet the requirements of section 152.120 through 152.133 of the zoning ordinance.

3. Plat Name. The name of the plat shall be changed to Fieldstone 3rd Addition from Fieldstone 2nd Addition.

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

5. Development Agreement. A developers agreement, with all conditions, expectations and financing requirements, shall be executed prior to the final plat being released for recording by the City Council.

6. Temporary Turnaround Easement. A roadway, drainage and utility easement in favor of the City of Mayer, will be required to cover the temporary turnaround including a ten foot buffer from the edge of the curb. This easement shall be recorded as a separate document after the final plat is recorded.

7. Drainage and Utility Easement Dedication. The drainage and utility easement being proposed on the north side of both lots shall be ten feet wide since it is adjacent to the boundary of the plat.

Adopted by the Mayer City Council this 8th day of October, 2018.

_____
Mayor Mike Dodge

Attest:

_____
Margaret McCallum, City Administrator

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Published:
Filed with Carver County:

Attachments:
Exhibit A - Aerial Location Map
Exhibit B - Preliminary Plat of Fieldstone 3rd Addition
Exhibit C - Final Plat of Fieldstone 3rd Addition
Exhibit D - Temp Turnaround Easement Sketch

Exhibit A - Aerial Location Map

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

Map Date: 9/18/2018

Exhibit B - Preliminary Plat of Fieldstone 3rd Addition

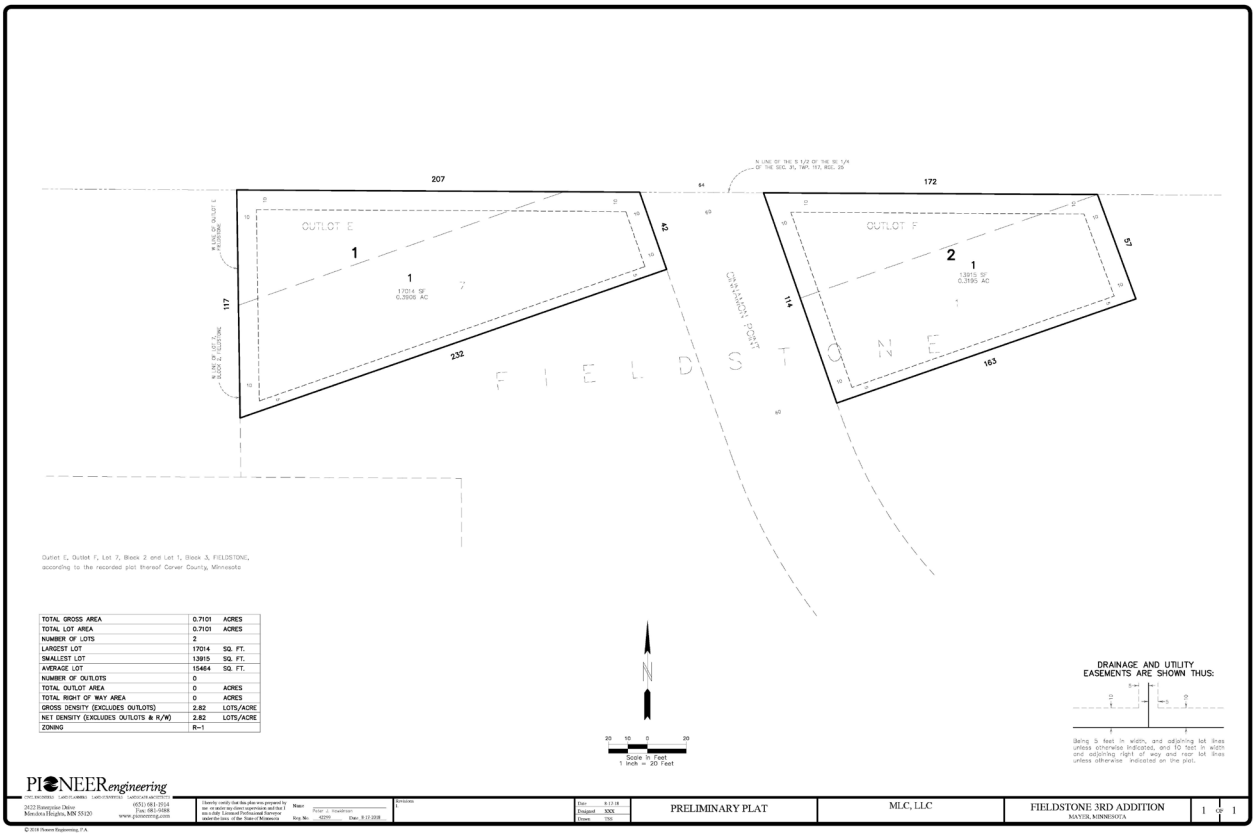


Exhibit C - Final Plat of Fieldstone 3rd Addition

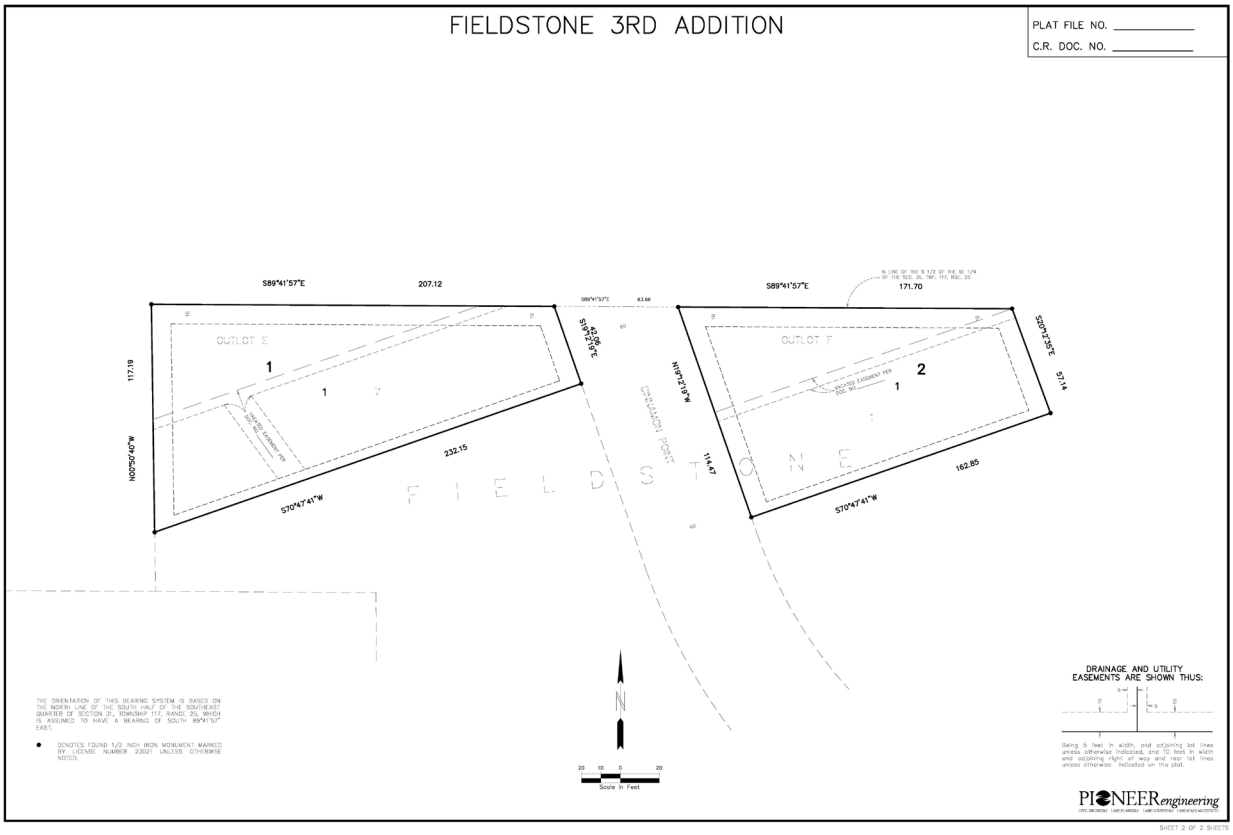
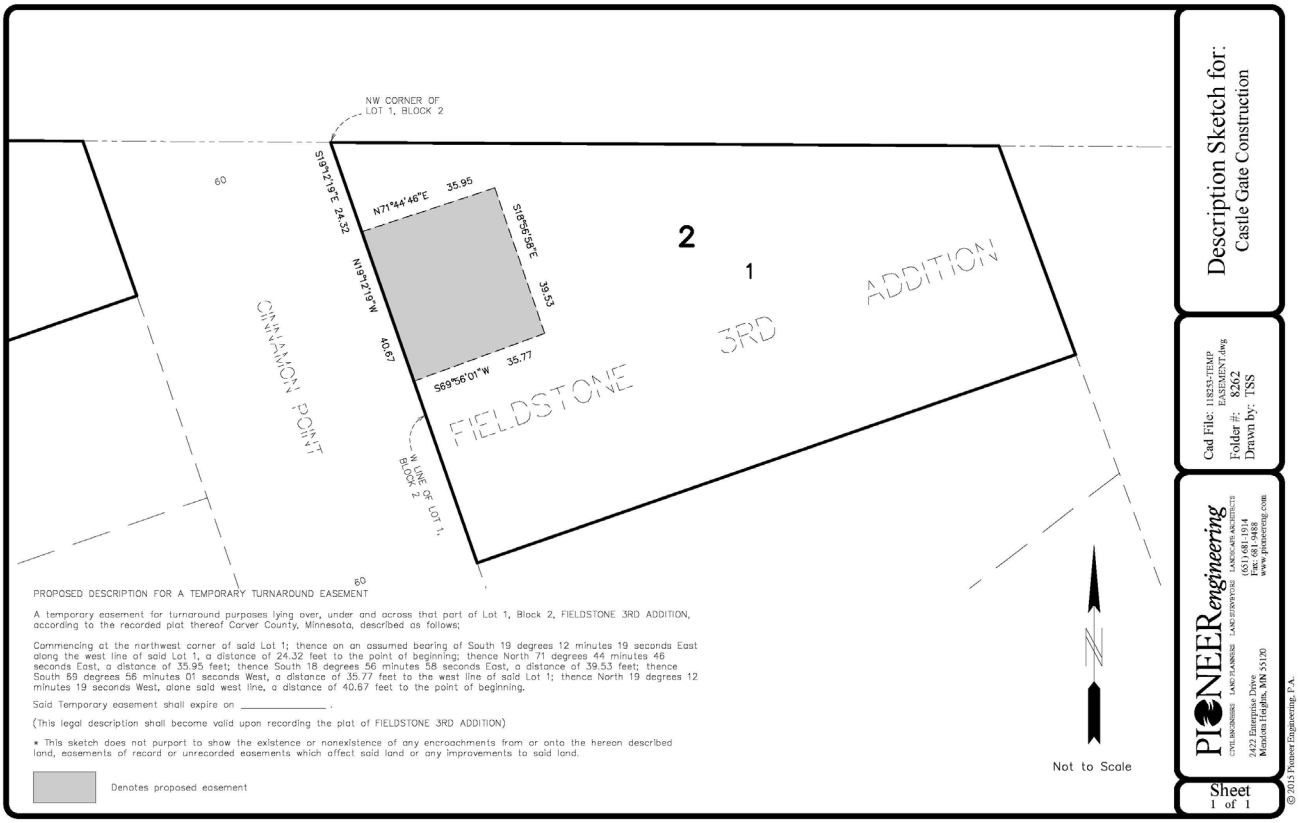


Exhibit E - Temp Turnaround Easement Sketch



CITY OF MAYER
CITY COUNCIL RESOLUTION 10-8-18-33

A RESOLUTION APPROVING A TWO LOT SINGLE FAMILY DETACHED RESIDENTIAL PRELIMINARY PLAT KNOW AS FIELDSTONE 3RD ADDITION

WHEREAS, Castlegate Construction, Inc. (the "Applicant") and Castlegate Construction, Inc. and MCC, LLC (the "Owners"), has submitted a preliminary plat known as Fieldstone 3rd Addition to the City of Mayer (the "City") on property located on the north end of Cinnamon Point with addresses of 5408 & 5411 Cinnamon Point and PID numbers of 50.21001.30, 50.21001.40, 50.21006.40 and 50.21006.50 (the "Property"); and

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

WHEREAS, the property is zoned R-1 Low Density Residential District with a Planned Unit Development (PUD) Overlay and the applicant has applied for a preliminary plat for the property; and

WHEREAS, a notice of public hearing for the preliminary plat for Fieldstone 3rd Addition was published, setting the hearing before the Planning Commission on October 2, 2018 at 6:30 pm or as soon thereafter as possible at 413 Bluejay Avenue to consider the request and hear testimony from all interested persons wishing to speak; and

WHEREAS, a copy of the proposed preliminary plat for Fieldstone 3rd Addition was available at the City offices for public viewing; and

WHEREAS, a public hearing was held for the preliminary plat known as Fieldstone 3rd Addition at the October 2, 2018 Planning Commission meeting, and after review by the Planning Commission they recommended approval of the preliminary plat on a 5-0 vote; and

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

WHEREAS, the City Council makes the following findings of fact in support of granting approval of the preliminary plat for Fieldstone 3rd Addition:

A. The legal description of the subject property is: Lot 7, Block 2; Lot 1, Block 3; Outlot E; and Outlot F, Fieldstone.

B. The Planning report dated October 2, 2018 shall be the governing document.

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

D. The preliminary plat of Fieldstone 3rd Addition is attached as Exhibit B.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MAYER, MINNESOTA: that the preliminary plat known as Fieldstone 3rd Addition is hereby approved with the following conditions:

1. Engineer's Comments. The preliminary plat and related documents were reviewed by the City Engineer and the preliminary plat shall satisfactorily address any comments and conditions as required by the City Engineer in a email dated September 5, 2018.

2. Drainage & Utility Easement Vacation. As part of the final plat approval, the drainage and utility easements within the lots will need to be vacated as part of the final plat approval.

3. Plat Name. The name of the plat shall be changed to Fieldstone 3rd Addition from Fieldstone 2nd Addition.

4. Final Plat Submittal. Upon approval of the preliminary plat by the City Council, the applicant shall submit a final plat within one year after said approval, or the preliminary plat shall be considered void. Since this plat is proposed to be a multi-phase development, this preliminary plat shall be good for a period of five years to allow all the lots to be platted in different phases.

Adopted by the Mayer City Council this 8th day of October, 2018.

_____
Mayor Mike Dodge

Attest:

_____
Margaret McCallum, City Administrator

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Published:
Filed with Carver County:

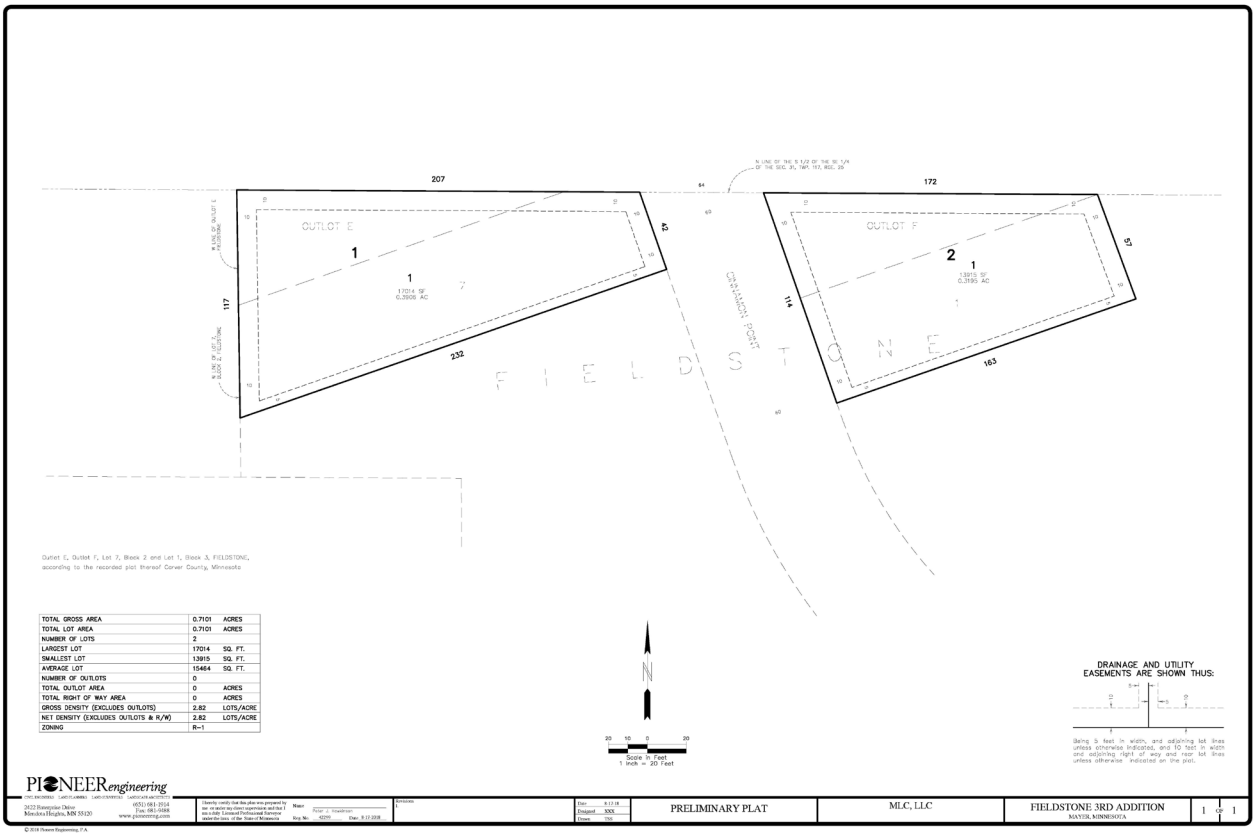
Attachments:
Exhibit A - Aerial Location Map
Exhibit B - Preliminary Plat of Fieldstone 3rd Addition

Exhibit A - Aerial Location Map

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

Map Date: 9/18/2018

Exhibit B - Preliminary Plat of Fieldstone 3rd Addition



Mayer City Council
Staff Report
October 3, 2018
Text Amendment Regarding Floodplain Management Text and Map

APPLICATION DATA

Meeting Date: October 2, 2018

Applicant: This is a City of Mayer initiated text amendment.

BACKGROUND DATA

Action Requested: The City of Mayer has initiated the update of Chapter 154 Floodplain Management and related text in Chapter 152 Zoning of the City of Mayer City code in relation to FEMA's June 21, 2018 Letter of Final Determination. Sections of the City code proposed to be amended include Title XV: Land Usage, Chapter 152: Zoning, Section 152.003 Definitions, Section 152.064 Shoreland Overlay, (K)(1), Section 152.102 Alternative Energy Systems (C)(4)(c)2 & (d)4 and Chapter 154 Floodplain Management.

Background: Since the final flood hazard determination for Mayer is not in compliance with Federal Regulations and have been sent to the City, it is now up to Mayer to adopt the revised floodplain language and maps. The revised floodplain management language has been drafted by the City Engineer and since this language is being updated, changes also needed to be made to the zoning ordinance for consistency. Once adopted the FIRM maps for Mayer will become effective on December 21, 2018. The information on these maps is already being used in some of the recent development applications that the City has received. Prior to December 21, 2018, Mayer is required, as a condition of continued eligibility in the National Flood insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations by December 21, 2018. If Mayer fails to enact the necessary floodplain management regulations, Mayer will be suspended from participation from the National Flood Insurance Program.

The Planning Commission voted 5-0 to recommend approval of the text amendment at the October 2, 2018 Planning Commission meeting.

The existing language in relation to this text amendment under Chapter 154 Floodplain Management and sections 152.003 Definitions, 152.064 Shoreland Overlay and section 152.102 Alternative Energy Systems within Chapter 152 Zoning are listed below. The proposed new text is underlined, the text proposed to be deleted is striked-through and the text proposed to stay the same is regular.

152.003 DEFINITIONS.

DEVELOPMENT. Any manmade change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

FLOOD. A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas. ~~A temporary rise in stream flow or stage that results in water inundation of areas adjacent to channel.~~

FLOOD FREQUENCY. The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded. ~~The average frequency, statistically determined, for which it is expected that a specific flood stage or discharge may be equaled or exceeded.~~

FLOOD FRINGE. The portion of the Special Flood Hazard Area (one percent annual chance flood) located outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Study for Carver County, Minnesota. ~~That portion of the floodplain outside of the floodway.~~

FLOODPLAIN. The channel or beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood. Floodplain areas within the City of Mayer shall encompass all areas designated as Zone A on the Flood Insurance Rate Map (FIRM). ~~The channel or beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood. Floodplain areas within the City of Mayer shall encompass all areas designated as Zone A on the Flood Hazard Boundary Map.~~

FLOOD PROOFING. A combination of structural provisions, changes, or adjustments to properties, structures, water and sanitary facilities and contents of structures primarily for the reduction or elimination of damages. ~~from flood waters.~~

FLOODWAY. The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which are reasonably required to carry or store the regional flood discharge.

OBSTRUCTION. Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, dredged spoil, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure, stockpile, ~~of sand or gravel or other material~~ or matter in, along, across, or projecting into any channel, watercourse, lake bed, or regulatory floodplain which may impede, retard, or change the direction of flow of water, either in itself or by catching or collecting debris carried by such water. ~~floodwater.~~

RECREATIONAL VEHICLE. Any type of vehicle, either self-powered or drawn by another vehicle that is used primarily for purposes of recreation or transportation of recreational vehicles, equipment, and the like. A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use, including but not limited to campers, motor homes, travel trailers, snowmobiles, camper trailers, motorcycle trailers, snowmobile trailers, horse trailers, and the like. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

REGIONAL FLOOD (100-YEAR FLOOD). A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in magnitude of the 1% chance or 100-year recurrence interval. ***REGIONAL FLOOD*** is synonymous with the term "base flood" used in a flood insurance study. the flood insurance rate map (FIRM).

REGULATORY FLOOD PROTECTION ELEVATION (RFPE). An elevation no lower not less than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

SHORELAND. Land located within the following distances from public waters: one thousand feet (1,000') ~~1,000 feet~~ from the ordinary high water level of a lake, pond, or flowage; and three hundred feet (300') ~~300 feet~~ from a river or stream, or the landward extent of a floodplain as designated by ordinance, on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distance and when approved by the Commissioner of the Department of Natural Resources.

STRUCTURE. Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, decks, manufactured homes, recreational vehicles not meeting the exemption criteria specified in this chapter and other similar items. ~~travel trailers/vehicles not meeting the exemption criteria specified in this chapter and other similar items.~~

USE, CONDITIONAL. A specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the Mayer Zoning Ordinance official zoning controls or building regulations and upon a finding that:

(a) Certain conditions as detailed in the Zoning Ordinance exist, and

(b) The structure and/or land use conform to the Comprehensive Land Use Plan if one exists and are compatible with the existing neighborhood.

After due consideration in each case of the impact of such use upon neighboring land, and the public need for the particular use at the particular location, such *CONDITIONAL USE* may or may not be granted. ~~A use, either public or private, which, because of its unique characteristics, cannot be properly classified as a permitted use in a particular district. After due consideration in each case of the impact of such use upon neighboring land, and the public need for the particular use at the particular location, such ***CONDITIONAL USE*** may or may not be granted.~~

SECTION 152.064 SHORELAND OVERLAY (K)(1).

(K) *Design criteria for structures.*

(1) *High water elevations.* Structures shall be placed in accordance with any floodplain regulations applicable to the site as outlined in City Code Chapter 154: Floodplain Management. Where these controls do not exist, the elevation to which the lowest floor, including basement, is placed or flood-proofed shall be determined as follows:

(a) For lakes, by placing the lowest floor at a level at least three feet (3') above the highest known water level, or three feet (3') above the ordinary high water level, whichever is higher.

(b) For rivers and streams classified by the Minnesota Department of Natural Resources, by placing the lowest floor at least three feet (3') above the flood of record, if data are available. If data are not available, by placing the lowest floor at least three feet (3') above the ordinary high water level, or by conducting a technical evaluation to determine effects of proposed construction upon flood stages and flood flows and to establish a flood protection elevation. Under all three approaches, technical evaluations shall be done by a qualified engineer or hydrologist consistent with Minnesota Rules, Parts 6120.5000 to 6120.6200, governing the management of floodplain areas. If more than one approach is used, the highest flood protection elevation determined shall be used for placing structures and other facilities.

(c) Water-oriented accessory structures may have the lowest floor placed lower than the elevation determined in this item if the structure is construed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long-duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

SECTION 152.102 ALTERNATIVE ENERGY SYSTEMS (C)(4)(c)2 & (d)4.

2. *Prohibitions.* The city prohibits community SES within:

i. Shoreland districts as designated by the Department of Natural Resources (DNR) and the Mayer Zoning Map.
ii. Wetlands to the extent required by the Minnesota Wetland Conservation Act.
iii. The Floodplain Management area as approved by ordinance by the City of Mayer. ~~Overlay District.~~
iv. Residential districts.

4. *Prohibitions.* The city prohibits solar farms within:

i. Shoreland districts as designated by the Department of Natural Resources (DNR) and the Mayer Zoning Map.
ii. Wetlands to the extent required by the Minnesota Wetland Conservation Act.
iii. The Floodplain Management area as approved by ordinance by the City of Mayer. ~~Overlay District.~~

CHAPTER 154 FLOODPLAIN MANAGEMENT.

CHAPTER 154: FLOODPLAIN MANAGEMENT

Section

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154.01 STATUTORY AUTHORIZATION, FINDINGS OF FACT AND PURPOSE.

A. Statutory Authorization: The legislature of the State of Minnesota has, in Minnesota Statutes Chapter 103F and Chapter 462 delegated the responsibility to local government units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Mayer, Minnesota, does ordain as follows.

B. Purpose:

1. This ordinance regulates development in the flood hazard areas of the City of Mayer. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.

2. National Flood Insurance Program Compliance. This ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59-78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

3. This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

154.02 GENERAL PROVISIONS

A. Lands to Which Ordinance Applies: This ordinance applies to all lands within the jurisdiction of the City of Mayer within the boundaries of the Floodway, Flood Fringe and General Floodplain Districts. The boundaries of these districts are determined by scaling distances on the Flood Insurance Rate Map, or as modified in accordance with 154.03(B).

1. The Floodway, Flood Fringe and General Floodplain Districts are overlay districts that are superimposed on all existing zoning districts. The standards imposed in the overlay districts are in addition to any other requirements in this ordinance. In case of a conflict, the more restrictive standards will apply.

2. Where a conflict exists between the floodplain limits illustrated on the official floodplain maps and actual field conditions, the flood elevations shall be the governing factor in locating the regulatory floodplain limits.

3. Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the Board of Appeals and Adjustments and to submit technical evidence.

B. Incorporation of Maps by Reference: The following FIRM's together with all attached material are hereby adopted by reference and declared to be a part of the Official Zoning Map and this ordinance. The attached material includes the Flood Insurance Study for Carver County, Minnesota, and Incorporated Areas, dated December 21, 2018 and the Flood Insurance Rate Map panels enumerated below, dated December 21, 2018, all prepared by the Federal Emergency Management Agency. These materials are on file at City Hall

27019C0043D
27019C0044D
27019C0063D

Future City growth areas extend on to the following FIRM's:

27019C0045D
27019C0061D
27019C0160D
27019C0180D

C. Abrogation and Greater Restrictions: It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or other private agreements. However, where this

ordinance imposes greater restrictions, the provisions of this ordinance prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

D. Warning and Disclaimer of Liability: This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. This ordinance does not create liability on the part of City of Mayer or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

E. Severability: If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

F. Definitions: Unless specifically defined below, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.

ACCESSORY USE OR STRUCTURE. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year. See also "Regional Flood".

BASE FLOOD ELEVATION. The elevation of the "regional flood." The term "base flood elevation" is used in the flood insurance survey.

BASEMENT. Any area of a structure, including crawl spaces, having its floor or base subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.

CONDITIONAL USE. A specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the official zoning controls or building codes and upon a finding that:

(a) Certain conditions as detailed in the zoning ordinance exist, and

(b) The structure and/or land use conform to the comprehensive land use plan if one exists and are compatible with the existing neighborhood.

CRITICAL FACILITIES. Facilities necessary to a community's public health and safety, those that store or produce highly volatile, toxic or water-reactive materials, and those that house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical facilities include hospitals, correctional facilities, schools, daycare facilities, nursing homes, fire and police stations, wastewater treatment facilities, public electric utilities, water plants, fuel storage facilities, and waste handling and storage facilities.

DEVELOPMENT. Any manmade change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

EQUAL DEGREE OF ENCROACHMENT. A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

FARM FENCE. A fence as defined by Minn. Statutes Section 344.02, Subd. 1(a)-(d). An open type fence of posts and wire is not considered to be a structure under this ordinance. Fences that have the potential to obstruct flood flows, such as chain link fences and rigid walls, are regulated as structures under this ordinance.

FLOOD. A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

FLOOD FREQUENCY. The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

FLOOD FRINGE. The portion of the Special Flood Hazard Area (one percent annual chance flood) located outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Study for Carver County, Minnesota.

FLOOD INSURANCE RATE MAP (FIRM). An official map on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

FLOOD PRONE AREA. Any land susceptible to being inundated by water from any source.

FLOODPLAIN. The channel or beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood. "Floodplain areas within the City of Mayer shall encompass all areas designated as Zone A on the Flood Insurance Rate Map."

FLOODPROOFING. A combination of structural provisions, changes, or adjustments to properties, structures, water and sanitary facilities and contents of structures subject to flooding, primarily for the reduction or elimination of flood damages.

FLOODWAY. The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which are reasonably required to carry or store the regional flood discharge.

HISTORIC STRUCTURE. See also "Substantial Improvement".

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 Code of Federal Regulations, Part 60.3.

MANUFACTURED HOME. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."

NEW CONSTRUCTION. Structures, including additions and improvements, and placement of manufactured homes, for which the start of construction commenced on or after the effective date of this ordinance.

OBSTRUCTION. Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure, or matter in, along, across, or projecting into any channel, watercourse, lake bed, or regulatory floodplain which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.

ONE HUNDRED YEAR FLOODPLAIN. Lands inundated by the "Regional Flood" (see definition).

PRINCIPAL USE OR STRUCTURE. All uses or structures that are not accessory uses or structures.

REACH. A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

RECREATIONAL VEHICLE. A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use, including but not limited to campers, motor homes, travel trailers, snowmobiles, camper trailers, motorcycle trailers, snowmobile trailers, horse trailers, and the like. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

REGIONAL FLOOD. A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of the 1% chance or 100-year recurrence interval. Regional flood is synonymous with the term "base flood" used in a flood insurance study.

REGULATORY FLOOD PROTECTION ELEVATION (RFPE). An elevation not less than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

REPETITIVE LOSS. Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25% of the market value of the structure before the damage occurred.

SPECIAL FLOOD HAZARD AREA. A term used for flood insurance purposes synonymous with "One Hundred Year Floodplain."

START OF CONSTRUCTION. Includes substantial improvement, and means the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement that occurred before the permit's expiration date. The actual start is either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE. Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, decks manufactured homes, recreational vehicles not considered travel ready as detailed in 154.10(B)(2) of this ordinance and other similar items.

SUBSTANTIAL DAMAGE. Means damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(a) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or

(b) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." For the purpose of this ordinance, "historic structure" is as defined in 44 Code of Federal Regulations, Part 59.1.

ZONING ADMINISTRATOR. The City Administrator of the City of Mayer until otherwise designated by the City Council.

G. Annexations: The Flood Insurance Rate Map panels adopted by reference into Section 154.02(B) above may include floodplain areas that lie outside of the corporate boundaries of the City of Mayer at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of Mayer after the date of adoption of this ordinance, the newly annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation.

154.03 ESTABLISHMENT OF FLOODPLAIN DISTRICTS.

A. Districts:

1. Floodway District. The Floodway District includes those areas within Zones AE delineated within floodway areas as shown on the Flood Insurance Rate Maps adopted in Section 154.02(B) as well as other delineated lakes, wetlands and other basins, and are determined to be at or below the ordinary high water level as defined in Minnesota Statutes, Section 103G.005, subdivision 14.

2. Flood Fringe District. The Flood Fringe District includes areas within Zones AE on the Flood Insurance Rate Map adopted in Section 154.02(B), but located outside of the floodway. For lakes, wetlands and other basins within Zones A that do not have a floodway delineated, the Flood Fringe District also includes those areas below the 1% annual chance (100-year) flood elevation but above the ordinary high water level as defined in Minnesota Statutes, Section 103G.005, subdivision 14.

3. Reserved for General Floodplain District.

B. Applicability: Where Floodway and Flood Fringe districts are delineated on the floodplain maps, the standards in Sections 154.05 or 154.06 will apply, depending on the location of a property. Locations where Floodway and Flood Fringe districts are not delineated on the floodplain maps are considered to fall within the General Floodplain district. Within the General Floodplain district, the Floodway District standards in Section 154.05 apply unless the floodway boundary is determined, according to the process outlined in Section 154.07(B).

154.04 REQUIREMENTS FOR ALL FLOODPLAIN DISTRICTS.

A. Permit Required. A permit must be obtained from the Zoning Administrator to verify if a development meets all applicable standards outlined in this ordinance prior to conducting the following activities:

1. The erection, addition, modification, rehabilitation, or alteration of any building, structure, or portion thereof. Normal maintenance and repair also requires a permit if such work, separately or in conjunction with other planned work, constitutes a substantial improvement as defined in this ordinance.

2. The construction of a dam, on-site septic system, or any fence not meeting the definition of farm fence outlined in Section 154.02(F) of this ordinance.

3. The change or extension of a nonconforming use.

4. The repair of a structure that has been damaged by flood, fire, tornado, or any other source.

5. The placement of fill, excavation of materials, or the storage of materials or equipment within the floodplain.

6. Relocation or alteration of a watercourse (including new or replacement culverts and bridges), unless a public waters work permit has been applied for.

7. Any other type of "development" as defined in this ordinance.

B. Minimum Development Standards. All new construction and substantial improvements must be:

1. Designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

2. Constructed with materials and utility equipment resistant to flood damage;

3. Constructed by methods and practices that minimize flood damage; and

4. Constructed with electrical, heating, ventilation, ductwork, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

C. Flood Capacity. Floodplain developments must not adversely affect the hydraulic capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.

D. The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.

E. Critical Facilities, as defined in Section 154.02(F), are to be located, so that the lowest floor is not less than two feet above the regional flood elevation, or the 500 year flood elevation, whichever is higher.

154.05 FLOODWAY DISTRICT (FW).

A. Permitted Uses: The following uses, subject to the standards set forth in Section 154.05(B), are permitted uses if otherwise allowed in the underlying zoning district or any applicable overlay district:

1. General farming, pasture, grazing, farm fences, outdoor plant nurseries, horticulture, forestry, sod farming, and wild crop harvesting.

2. Industrial-commercial loading areas, parking areas, and airport landing strips.

3. Open space uses, including but not limited to private and public golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, hunting and fishing areas, and single or multiple purpose recreational trails.

4. Residential yards, lawns, gardens, parking areas, and play areas.

5. Railroads, streets, bridges, utility transmission lines and pipelines, provided that the Department of Natural Resources' Area Hydrologist is notified at least ten days prior to issuance of any permit.

B. Standards for Floodway Permitted Uses:

1. The use must have a low flood damage potential.

2. The use must not involve structures or obstruct flood flows. The use must not cause any increase in flood damages, nor any increase in flood elevations in areas where a floodway has been established, as certified by a registered professional engineer.

3. Any facility that will be used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.

C. Conditional Uses: The following uses may be allowed as conditional uses following the standards and procedures set forth in Section 154.11(D) of this ordinance and further subject to the standards set forth in Section 154.05(D), if otherwise allowed in the underlying zoning district.

1. Structures accessory to primary uses listed in 154.05(A)(1)-(3) above and primary uses listed in 154.05(C)(2)-(3) below.

2. Grading, extraction, fill and storage of soil, sand, gravel, and other materials.

3. Marinas, boat rentals, permanent docks, piers, wharves, water control structures, and navigational facilities.

4. Storage yards for equipment, machinery, or materials.

5. Fences that have the potential to obstruct flood flows.

6. Levees or dikes intended to protect agricultural crops for a frequency flood event equal to or less than the 10-year frequency flood event.

D. Standards for Floodway Conditional Uses:

1. A conditional use must not cause any increase in flood damages, nor any increase in flood elevations in areas where a floodway has been established, as certified by a registered professional engineer.

2. Fill; Storage of Materials and Equipment:

(a) Fill, dredge spoil, and other similar materials deposited or stored in the floodplain must be protected from erosion by vegetative cover, mulching, riprap or other acceptable method. Permanent sand and gravel operations and similar uses must be covered by a long-term site development plan.

(b) Temporary placement of fill, other materials, or equipment which would cause an increase to the stage of the 1% percent chance or regional flood may only be allowed if the City of Mayer has approved a plan that assures removal of the materials from the floodway based upon the flood warning time available.

3. Accessory Structures. Accessory structures, as identified in Section 154.05(C)(1), may be permitted, provided that:

(a) Structures are not intended for human habitation;

(b) Structures will have a low flood damage potential;

(c) Structures will be constructed and placed so as to offer a minimal obstruction to the flow of flood waters;

(d) Structures must be elevated on fill or structurally dry floodproofed and watertight to the regulatory flood protection elevation. Certifications consistent with Section 154.11(B)(2) shall be required.

(e) As an alternative, an accessory structure may be floodproofed in a way to accommodate internal flooding. To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention. A floodproofing certification consistent with Section 154.11(B)(2) shall be required.

4. Structural works for flood control that will change the course, current or cross section of protected wetlands or public waters are subject to the provisions of Minnesota Statutes, Section 103G.245.

5. A levee, dike or floodwall constructed in the floodway must not cause an increase to the 1% chance or regional flood. The technical analysis must assume equal conveyance or storage loss on both sides of a stream.

154.06 FLOOD FRINGE DISTRICT (FF).

A. Permitted Uses: Permitted uses are those uses of land or structures allowed in the underlying zoning district(s) that comply with the standards in Sections 154.06(B).

B. Standards for Flood Fringe Permitted Uses:

1. All structures, including accessory structures, must be elevated on fill so that the lowest floor, as defined, is at or above the regulatory flood protection elevation. The finished fill elevation for structures must be no lower than one foot below the regulatory flood protection elevation and the fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the community.

2. Accessory Structures. As an alternative to the fill requirements of section 154.06(B)(1), structures accessory to the uses identified in Section 6.1 may be designed to accommodate the inundation of floodwaters, meeting the following provisions, as appropriate:

(a) The accessory structure constitutes a minimal investment and satisfy the development requirements in Section 154.04(B).

(b) Any enclosed accessory structure shall not exceed 576 square feet in size, and only be used for parking and storage. Any such structure shall be designed and certified by a registered professional engineer, or be designed in accordance with the following floodproofing standards:

(1) To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject

to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.

3. The cumulative placement of fill or similar material on a parcel must not exceed 1,000 cubic yards, unless the fill is specifically intended to elevate a structure in accordance with Section 154.06(B)(1) of this ordinance, or if allowed as a conditional use under Section 154.06(C)(3) below.

4. All service utilities, including ductwork, must be elevated or water-tight to prevent infiltration of floodwaters.

5. All fill must be properly compacted and the slopes must be properly protected by the use of riprap, vegetative cover or other acceptable method.

6. All new principal structures must have vehicular access at or above an elevation not more than two feet below the regulatory flood protection elevation, or must have a flood warning /emergency evacuation plan acceptable to the City of Mayer.

7. Accessory uses such as yards, railroad tracks, and parking lots may be at an elevation lower than the regulatory flood protection elevation. However, any facilities used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.

8. Manufactured homes and recreational vehicles must meet the standards of Section 154.10 of this ordinance.

C. Conditional Uses: The following uses may be allowed as conditional uses following the standards and procedures set forth in Section 154.11(D) of this ordinance and further subject to the standards set forth in Section 154.06(D) , if otherwise allowed in the underlying zoning district(s).

1. The placement of floodproofed nonresidential basements below the regulatory flood protection elevation. Residential basements, are not allowed below the regulatory flood protection elevation.

2. The cumulative placement of more than 1,000 cubic yards of fill when the fill is not being used to elevate a structure in accordance with Section 154.06(B)(1) of this ordinance.

D. Standards for Flood Fringe Conditional Uses:

1. The standards for permitted uses in the flood fringe, listed in Sections 154.06(B)(4)-(8), apply to all conditional uses.

2. All areas of nonresidential structures, including basements, to be placed below the regulatory flood protection elevation must be structurally dry floodproofed, which requires making the structure watertight with the walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A floodproofing certification consistent with Section 154.11(B)(2) shall be required.

3. The placement of more than 1,000 cubic yards of fill or other similar material on a parcel (other than for the purpose of elevating a structure to the regulatory flood protection elevation) must comply with an approved erosion/sedimentation control plan.

(a) The plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the regional (1% chance) flood event.

(b) The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the City of Mayer.

(c) The plan may incorporate alternative procedures for removal of the material from the floodplain if adequate flood warning time exists.

154.07 RESERVED FOR GENERAL FLOODPLAIN DISTRICT (GF).

154.08 SUBDIVISION STANDARDS.

A. Subdivisions: No land may be subdivided which is unsuitable for reasons of flooding or inadequate drainage, water supply or sewage treatment facilities. Manufactured home parks and recreational vehicle parks or campgrounds are considered subdivisions under this ordinance.

1. All lots within the floodplain districts must be able to contain a building site outside of the Floodway District at or above the regulatory flood protection elevation.

2. All subdivisions must have road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation, unless a flood warning emergency plan for the safe evacuation of all vehicles and people during the regional (1% chance) flood has been approved by the City of Mayer. The plan must be prepared by a registered engineer or other qualified individual, and must demonstrate that adequate time and personnel exist to carry out the evacuation.

3. For all subdivisions in the floodplain, the Floodway and Flood Fringe District boundaries, the regulatory flood protection elevation and the required elevation of all access roads must be clearly labeled on all required subdivision drawings and platting documents.

4. In the General Floodplain District, applicants must provide the information required in Section 154.07(B) of this ordinance to determine the regional flood elevation, the Floodway and Flood Fringe District boundaries and the regulatory flood protection elevation for the subdivision site.

5. Subdivision proposals must be reviewed to assure that:

(a) All such proposals are consistent with the need to minimize flood damage within the flood prone area,

(b) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and

(c) Adequate drainage is provided to reduce exposure of flood hazard.

154.09 UTILITIES, RAILROADS, ROADS, AND BRIDGES.

A. Public Utilities: All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be floodproofed in accordance with the State Building Code or elevated to the regulatory flood protection elevation.

B. Public Transportation Facilities: Railroad tracks, roads, and bridges to be located within the floodplain must comply with Sections 154.05 and 154.06 of this ordinance. These transportation facilities must be elevated to the regulatory flood protection elevation where failure or interruption of these facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

C. On-site Water Supply and Sewage Treatment Systems: Where public utilities are not provided:

1. On-site water supply systems must be designed to minimize or eliminate infiltration of flood waters into the systems and are subject to the provisions in Minnesota Rules Chapter 4725.4350, as amended; and

2. New or replacement on-site sewage treatment systems must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, they must not be subject to impairment or contamination during times of flooding, and are subject to the provisions in Minnesota Rules Chapter 7080.2270, as amended.

154.10 MANUFACTURED HOMES AND RECREATIONAL VEHICLES.

A. Manufactured Homes: Manufactured homes and manufactured home parks are subject to applicable standards for each floodplain district. In addition:

1. New and replacement manufactured homes must be elevated in compliance with Section 154.06 of this ordinance and must be securely anchored to a system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

2. New manufactured home parks and expansions to existing manufactured home parks must meet the appropriate standards for subdivisions in Section 154.08 of this ordinance. New or replacement manufactured homes in existing manufactured home parks must meet the vehicular access requirements for subdivisions in Section 154.08(A)(2) of this ordinance.

B. Recreational Vehicles: New recreational vehicle parks or campgrounds and expansions to existing recreational vehicle parks or campgrounds are prohibited in any floodplain district. Recreational vehicles placed in existing recreational vehicle parks, campgrounds or lots of record in the floodplain must either:

1. Meet the requirements for manufactured homes in Section 154.10(A), or

2. Be travel ready, meeting the following criteria:

(a) The vehicle must have a current license required for highway use.

(b) The vehicle must be highway ready, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities commonly used in campgrounds and recreational vehicle parks.

(c) No permanent structural type additions may be attached to the vehicle.

(d) Accessory structures may be permitted in the Flood Fringe District, provided that they constitute a minimal investment, do not hinder the removal of the vehicle should flooding occur, and meet the standards outlined in Sections154.04(B) and 154.06(B)(2).

154.11 ADMINISTRATION.

A. Duties: A Zoning Administrator or other official designated by the Mayer City Council, must administer and enforce this ordinance.

B. Permit Application Requirements:

1. Application for Permit. Permit applications must be submitted to the Zoning Administrator on forms provided by the Zoning Administrator. The permit application must include the following as applicable:

(a) A site plan showing all pertinent dimensions, existing or proposed buildings, structures, and significant natural features having an influence on the permit.

(b) Location of fill or storage of materials in relation to the stream channel

(c) Copies of any required municipal, county, state or federal permits or approvals.

(d) Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.

2. Certification. The applicant is required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance with the provisions of this ordinance. Floodproofing measures must be certified by a registered professional engineer or registered architect as being in compliance with applicable floodproofing standards in the State Building Code. Accessory structures designed in accordance with Section 154.06(B)(2) of this ordinance are exempt from certification, provided sufficient assurances are documented. Any development in established floodways must not cause any increase in flood elevations or damages, as certified by a registered professional engineer.

3. Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use. No building, land or structure may be occupied or used in any manner until a certificate of zoning compliance has been issued by the Zoning Administrator stating that the use of the building or land conforms to the requirements of this ordinance.

4. Recordkeeping of Certifications and As-Built Documentation. The Zoning Administrator must maintain records in perpetuity documenting:

(a) All certifications referenced in Section 154.11(B)(2) of this ordinance as applicable

(b) Elevations complying with Section 154.06(B)(1) of this ordinance. The Zoning Administrator must also maintain a record of the elevation to which structures and alterations to structures are constructed or floodproofed.

5. Notifications for Watercourse Alterations. Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters pursuant to Minnesota Statutes, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to the Chicago Regional Office of the Federal Emergency Management Agency (FEMA).

6. Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations. As soon as is practicable, but not later than six months after the date such supporting information becomes available, the Zoning Administrator must notify the Chicago Regional Office of FEMA of the changes by submitting a copy of the relevant technical or scientific data.

C. Variances:

1. Variance Applications. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with applicable State Statutes and Section 152.153 of the Zoning Ordinance for the City of Mayer.

2. Adherence to State Floodplain Management Standards. A variance must not allow a use that is not allowed in that district, permit a lower degree of flood protection than the regulatory flood protection elevation for the particular area, or permit standards lower than those required by state law.

3. Additional Variance Criteria. The following additional variance criteria of the Federal Emergency Management Agency must be satisfied:

(a) Variances must not be issued by a community within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

(b) Variances may only be issued by a community upon the following:

(i) a showing of good and sufficient cause,

(ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and

(iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Variances may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. Flood Insurance Notice. The Zoning Administrator must notify the applicant for a variance that:

(a) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage; and

(b) Such construction below the base or regional flood level increases risks to life and property. Such notification must be maintained with a record of all variance actions.

5. General Considerations. The community may consider the following factors in granting variances and imposing conditions on variances and conditional uses in floodplains:

(a) The potential danger to life and property due to increased flood heights or velocities caused by encroachments;

(b) The danger that materials may be swept onto other lands or downstream to the injury of others;

(c) The proposed water supply and sanitation systems, if any, and the ability of these systems to minimize the potential for disease, contamination and unsanitary conditions.

(d) The susceptibility of any proposed use and its contents to flood damage and the effect of such damage on the individual owner;

(e) The importance of the services to be provided by the proposed use to the community;

(f) The requirements of the facility for a waterfront location;

(g) The availability of viable alternative locations for the proposed use that are not subject to flooding;

(h) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future;

(i) The relationship of the proposed use to the Comprehensive Land Use Plan and flood plain management program for the area;

(j) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(k) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site.

6. Submittal of Hearing Notices to the Department of Natural Resources (DNR). The Zoning Administrator must submit hearing notices for proposed variances to the DNR sufficiently in advance to provide at least ten days' notice of the hearing. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

7. Submittal of Final Decisions to the DNR. A copy of all decisions granting variances must be forwarded to the DNR within ten days of such action. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

8. Record-Keeping. The Zoning Administrator must maintain a record of all variance actions, including justification for their issuance, and must report such variances in an annual or biennial report to the Administrator of the National Flood Insurance Program, when requested by the Federal Emergency Management Agency.

D. Conditional Uses:

1. Administrative Review. An application for a conditional use permit under the provisions of this ordinance will be processed and reviewed in accordance with Section(s) 152.511 of the zoning ordinance/code.

2. Factors Used in Decision-Making. In passing upon conditional use applications, the City Council must consider all relevant factors specified in other sections of this ordinance, and those factors identified in Section 154.11(C)(5) of this ordinance.

3. Conditions Attached to Conditional Use Permits. In addition to the standards identified in Sections 154.05(D) and 154.06(D). The City Council may attach such conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this ordinance. Such conditions may include, but are not limited to, the following:

(a) Limitations on period of use, occupancy, and operation.

(b) Imposition of operational controls, sureties, and deed restrictions.

(c) Requirements for construction of channel modifications, compensatory storage, dikes, levees, and other protective measures.

4. Submittal of Hearing Notices to the Department of Natural Resources (DNR). The Zoning Administrator must submit hearing notices for proposed conditional uses to the DNR sufficiently in advance to provide at least ten days' notice of the hearing. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

5. Submittal of Final Decisions to the DNR. A copy of all decisions granting conditional uses must be forwarded to the DNR within ten days of such action. The notice may be sent by electronic mail or U.S. Mail to the respective DNR area hydrologist.

154.12 NONCONFORMITIES

A. Continuance of Nonconformities: A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance but which is not in conformity with the provisions of this ordinance may be continued subject to the following conditions. Historic structures, as defined in Section 154.02(F) of this ordinance, are subject to the provisions of Sections 154.12(A)(1)-(6) below.

1. A nonconforming use, structure, or occupancy must not be expanded, changed, enlarged, or altered in a way that increases its flood damage potential or degree of obstruction to flood flows except as provided in 154.12(A)2 below. Expansion or enlargement of uses, structures or occupancies within the Floodway District is prohibited.

2. Any addition or structural alteration to a nonconforming structure or nonconforming use that would result in increasing its flood damage potential must be protected to the regulatory flood protection elevation in accordance with any of the elevation on fill or floodproofing techniques (i.e., FP1 thru FP4 floodproofing classifications) allowable in the State Building Code, except as further restricted in 154.12(A)(4) below.

3. If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance, as described in Section 152.020

4. If any structure experiences a substantial improvement as defined in this ordinance, then the entire structure must meet the standards of Section 154.05 or 154.06 of this ordinance for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District, respectively. If the current proposal, including maintenance and repair during the previous 365 days, plus the costs of any previous alterations and additions since the first Flood Insurance Rate Map exceeds 50 percent of the market value of any nonconforming structure, the entire structure must meet the standards of Section 154.05 or 154.06 of this ordinance.

5. If any nonconformity is substantially damaged, as defined in this ordinance, it may not be reconstructed except in conformity with the provisions of this ordinance. The applicable provisions for establishing new uses or new structures in Sections 154.05 or 154.06 will apply depending upon whether the use or structure is in the Floodway or Flood Fringe, respectively.

6. If any nonconforming use or structure experiences a repetitive loss, as defined in Section 154.02(F) of this ordinance, it must not be reconstructed except in conformity with the provisions of this ordinance.

154.13 VIOLATIONS AND PENALTIES.

A. Violation Constitutes a Misdemeanor: Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional uses) constitute a misdemeanor and will be punishable as defined by law.

B. Other Lawful Action: Nothing in this ordinance restricts the City of Mayer from taking such other lawful action as is necessary to prevent or remedy any violation. If the responsible party does not appropriately respond to the Zoning Administrator within the specified period of time, each additional day that lapses will constitute an additional violation of this ordinance and will be prosecuted accordingly.

C. Enforcement: Violations of the provisions of this ordinance will be investigated and resolved in accordance with the provisions of Section(s) 152.150 & 152.153 of the zoning ordinance for the City of Mayer. In responding to a suspected ordinance violation, the Zoning Administrator and the Board of Appeals and Adjustments may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance availability to the guilty party. The City of Mayer must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

154.14 AMENDMENTS.

A. Floodplain Designation – Restrictions on Removal: The floodplain designation on the Official Zoning Map must not be removed from floodplain areas unless it can be shown that the designation is in error or that the area has been filled to or above the elevation of the regulatory flood protection elevation and is contiguous to lands outside the floodplain. Special exceptions to this rule may be permitted by the Department of Natural Resources (DNR) if it is determined that, through other measures, lands are adequately protected for the intended use.

B. Amendments Require DNR Approval: All amendments to this ordinance must be submitted to and approved by the Department of Natural Resources (DNR) prior to adoption.

C. Map Revisions Require Ordinance Amendments. The floodplain district regulations must be amended to incorporate any revisions by the Federal Emergency Management Agency to the floodplain maps adopted in Section 154.02(B) of this ordinance.

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 text amendment.

Possible action items - Text Amendment

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

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

Sincerely,

MUNICIPAL DEVELOPMENT GROUP, LLC

John Anderson, Associate
Consulting Planner, City of Mayer

LIST OF ATTACHMENTS

None.

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988. Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 15. The **horizontal datum** was NAD 83, GRS 1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

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Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

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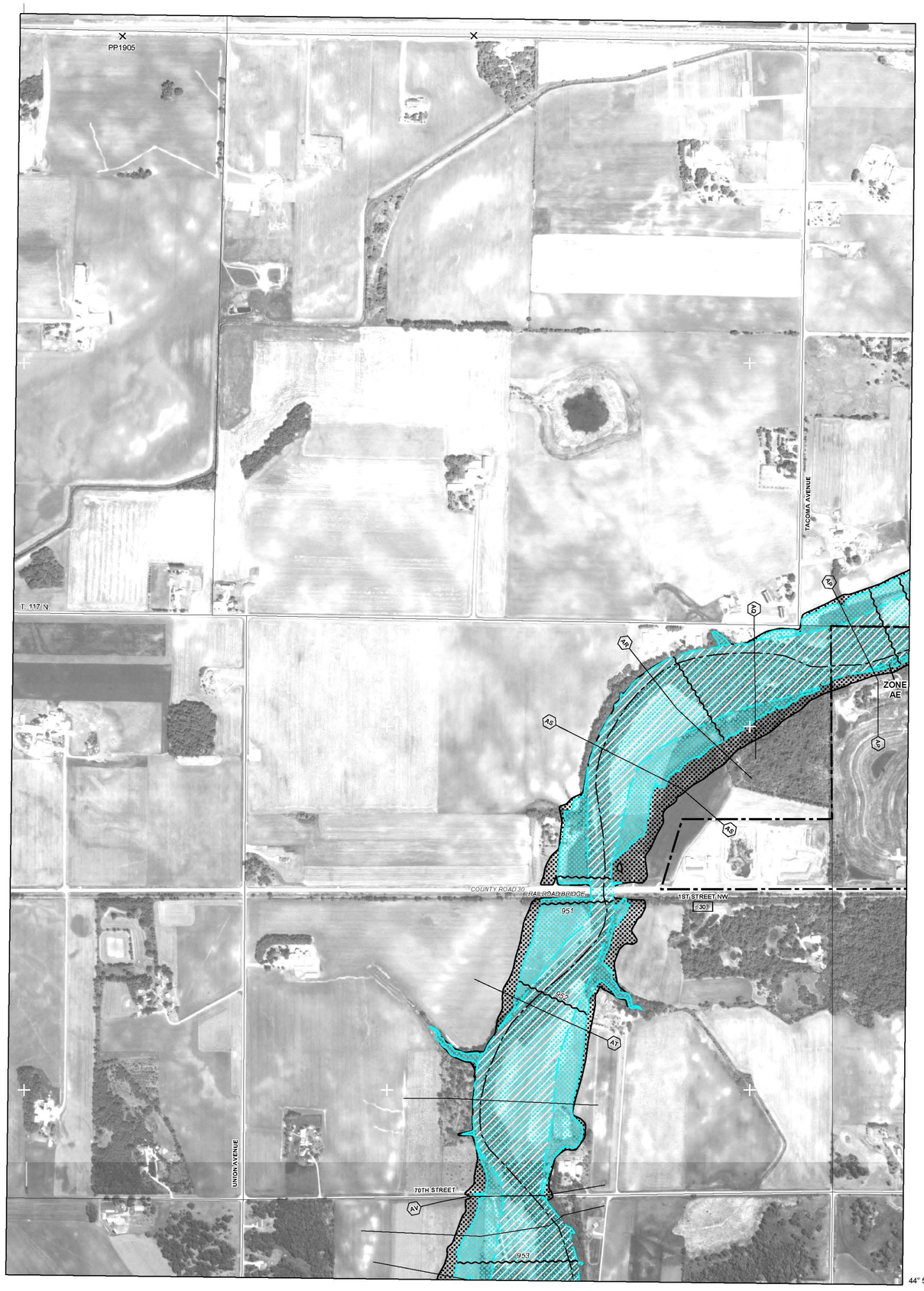

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	1% Annual Chance Floodplain Boundary
	0.2% Annual Chance Floodplain Boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A	Cross section line
23 - - - - 23	Transect line
45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
4989000m N	1000-meter Universal Transverse Mercator grid values, zone 15
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
• M1.5	River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET
150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0043D

FIRM
FLOOD INSURANCE RATE MAP
CARVER COUNTY, MINNESOTA
AND INCORPORATED AREAS

PANEL 43 OF 375
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CARVER COUNTY	270049	0043	D
MAYER, CITY OF	270053	0043	D

September 30, 2011

PRELIMINARY

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
27019C0043D

EFFECTIVE DATE

Federal Emergency Management Agency

NOTES TO USERS

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Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

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National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

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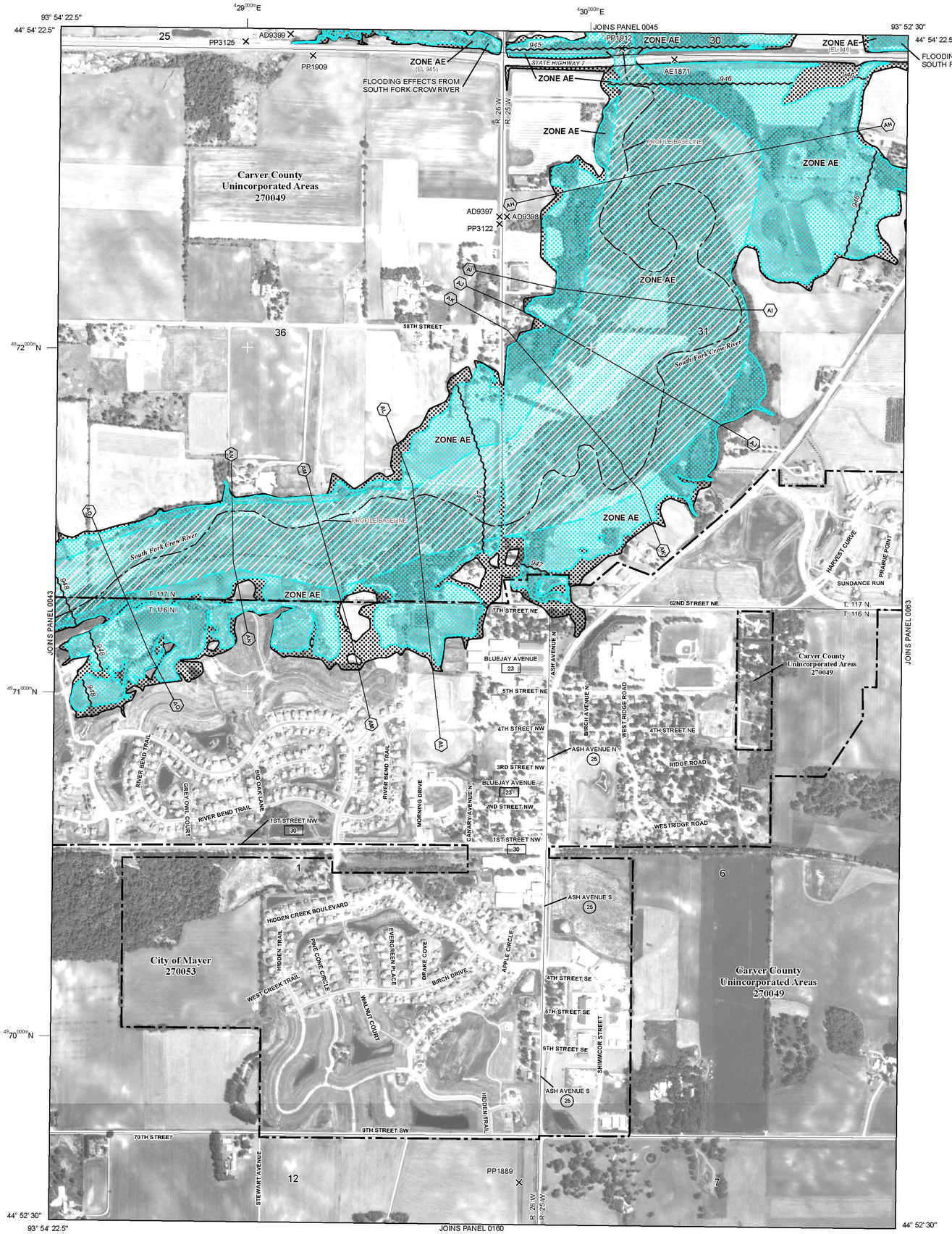

LEGEND

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1% Annual Chance Floodplain Boundary

0.2% Annual Chance Floodplain Boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.

513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

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45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
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NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0044D

FIRM

FLOOD INSURANCE RATE MAP

CARVER COUNTY, MINNESOTA AND INCORPORATED AREAS

PANEL 44 OF 375

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CARVER COUNTY	270049	0044	D
MAYER, CITY OF	270053	0044	D

September 30, 2011

PRELIMINARY

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MAP NUMBER
27019C0044D

EFFECTIVE DATE

Federal Emergency Management Agency

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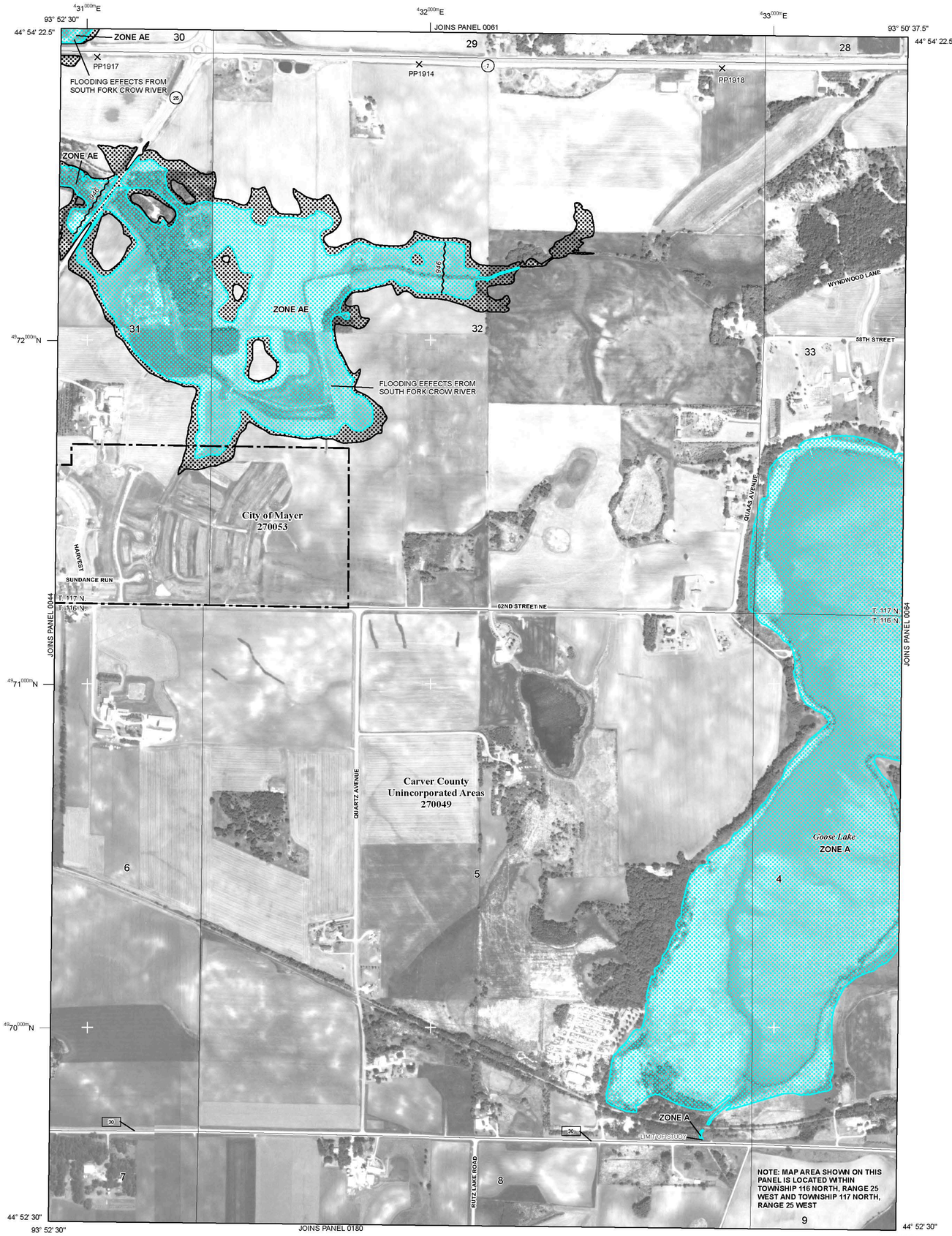


LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	1% Annual Chance Floodplain Boundary
	0.2% Annual Chance Floodplain Boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A	Cross section line
23 - - - - 23	Transect line
45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
$^{49}89^{000m}$ N	1000-meter Universal Transverse Mercator grid values, zone 15
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
• M1.5	River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0063D

FIRM

FLOOD INSURANCE RATE MAP

CARVER COUNTY, MINNESOTA
AND INCORPORATED AREAS

PANEL 63 OF 375
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CARVER COUNTY	270049	0063	D
MAYER, CITY OF	270053	0063	D

September 30, 2011

PRELIMINARY

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
27019C0063D

EFFECTIVE DATE

Federal Emergency Management Agency

October 4, 2018

Proposal to Provide a Long-Term Financial Management Plan to the City of Mayer

MAYER

Ehlers and Associates
3060 Centre Pointe Drive
Roseville, MN 55113-1122

Municipal Advisor Registration Number: K0165

SEC CIK Number: 0001604197

Ehlers Advisor:

Todd Hagen, CIPMA
Senior Municipal Advisor
thagen@ehlers-inc.com
651-697-8508

October 4, 2018

Maggie McCallum
City Administrator
City of Mayer
413 Blue Jay Ave
Mayer, Minnesota 55360

Re: Proposal for a Long-Term Financial Management Plan

Dear Maggie,

On behalf of Ehlers, I am pleased to present this proposal to prepare a customized Financial Management Plan ("FMP") for The City of Mayer.

We understand that the City is looking to develop a long-term financial management plan to identify sustainable funding mechanisms for its pavement management program, new fire station, and public works equipment. Pavement management projects are often funded with a combination of special assessments and property taxes, while the fire station and equipment typically rely on property taxes.

Ehlers proposes to assist the City in developing its funding strategy by undertaking an FMP that will address all funds have an impact on property taxes. In this way, the City will be able to confidently fund its projects with an understanding of:

- How capital projects fit into the context of the City's finances as a whole; and
- The tax impact of funding the projects on residents and businesses.

An FMP is a long-term budget and capital improvement plan with a funding strategy.

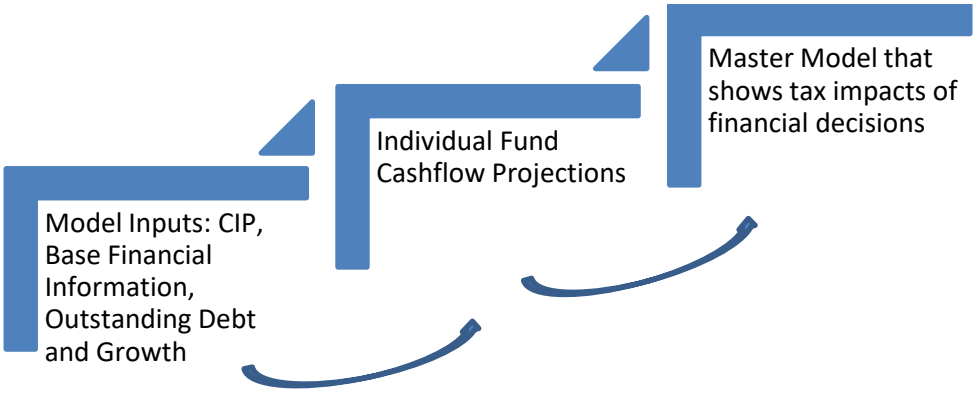
Ehlers has completed more than 100 long-term financial management plans for communities across four states. These financial management plans incorporate a range of city services, infrastructure needs, costs, and revenue streams to analyze scenarios, evaluate financial impacts, and set community priorities. Communities use these plans to achieve city goals. We have the staff knowledge, resources, and experience to meet your needs.

Ehlers' qualifications can be seen in results. Many of our clients who have completed plans have achieved their goals. They have:

- Maintained or improved their bond rating
- Built general fund balances
- Embarked on a street reconstruction plan with confidence in the city's ability to pay for it
- Revised street assessment policies
- Determined how to provide ongoing support to parks, community centers, airports, theaters, ice rinks, and other facilities.
- Helped maintain assets and identify regular replacements
- Reached agreement on spending guidelines up front, reducing stress during the budget process

As part of developing the FMP, Ehlers will engage the Council in facilitated discussions to develop consensus. By understanding the financial impacts of decisions, the Council can establish spending priorities and determine an acceptable level of property taxes and other revenues. The FMP will provide the Council and the public with a full understanding of how decisions made today will affect constituents in the future.

Ehlers will build a customized Excel model for Mayer with cashflow projections for each fund that roll up into a summary cashflow.



This FMP will include all tax supported funds, show operating and debt levies, and forecast the tax impacts of the City's capital improvement plans in the context of general operations of the City. Based on a preliminary review of the City's financial statements we would suggest including the following funds in Mayer's FMP.

- General Fund
- Capital Equipment Fund
- Fire Truck Fund
- Park Improvement Fund
- Street Improvement Fund
- G.O. Improvement/Utility Revenue Bond, Series 2014 Fund
- G.O. Improvement Bond, Series 2015 Fund

A more detailed description of the FMP is attached in Appendix A.

Project Team

The Project Manager for the FMP will be Todd Hagen assisted by Jeanne Vogt and Kristina Norquist. Todd will attend the Council meetings to present the FMP and Rate Study, as well as attend meetings with the City staff and prepare the Plan. Jeanne and Kristina will complete the numerical analysis. As a registered municipal advisor, Todd will have the ability to advise the City on managing outstanding debt.

Project Schedule

The Financial Management Plan can be completed in approximately 90 days, depending on the availability of capital improvement plans and Council workshop and meeting schedules.

Proposed Cost

Ehlers will perform the Financial Management Plan at the hourly rate of $240. The total cost will depend on the number of meetings and number of options requested. Expected cost range is $16,000 - $20,000.

Ehlers will invoice monthly for work completed in the prior month. If, upon opening the invoice, the City feels that it did not receive value equal to or greater than the amount of the invoice, call us. Ehlers is committed to delivering value in our work.

Independent Financial Approach

We have long held to the duties of loyalty and care of an independent municipal advisor: we will put the interests of the City of Mayer ahead of our own because it is at the core of our firm's culture and foundational principals. It is our goal to thoroughly explain all options to you before any decisions are made.

This is what we propose to provide to the City of Mayer: ongoing dialogue and idea-sharing, independent analysis, presentation of customized options, and a competitive, value-oriented fee structure.

We appreciate your consideration of our proposal and look forward to further discussing how Ehlers can help the City meet its financial planning goals.

Respectfully submitted,

Todd Hagen
Senior Municipal Advisor

Appendix A: Scope of Work for Financial Management Plan

The proposed FMP will be a comprehensive fiscal plan that budgets for 10 years into the future. This long-term, multi-year budgeting document will integrate:

- Existing Debt
- Capital Improvement Plans
- Capital Equipment Needs
- Future Debt
- Tax Base Growth
- Future Operating Expenses, including staffing needs
- Options for delivering additional services
- Alternative Revenue Sources

The FMP will be completed in the following steps.

Step 1. **Review Mayer's current financial position**.

Step 2. **Aggregate and outline all future capital needs and program requests** from multiple departments. A comprehensive list of major capital items and operational needs will be developed with the staff.

Step 3. **Review outstanding debt.** Determine if there are opportunities to save interest by refunding bonds. Ensure there will be adequate funds in each debt service fund to make annual payments and make recommendations for adjusting the debt levy, as appropriate.

Step 4. **Review existing financial policies**, such as the General Fund Balance.

Step 5. **Assist in identifying other policy issues to be discussed and establish a framework for the discussion.**

Step 6. **Evaluate the impact of growth on the tax base and the need to expand services.** The City is experiencing growth through new development and annexation, plus is acquiring property in the floodplain. These changes in the tax base will be included in the FMP model, along with potential new expenses associated with serving a larger area and constituency.

Step 7. **Create the FMP Base-Line Model** that shows the impact of including all capital requests.

Step 8. **Evaluate multiple sources for funding city obligations**.

Step 9. **Analyze options** to best meet the City's needs. Options might include varying the timing of the capital projects, changing the special assessment policy, showing the effect of service consolidation, or modeling alternative revenue sources. The financial impact of each option will be shown.

Step 10. **Prepare an affordable, comprehensive financial plan** that helps the City fund its capital and operating priorities.

Staff and Council Meetings

Ehlers' Scope of Work anticipates three meetings or teleconferences with staff and two meetings with the City Council. During the initial meeting, we will discuss policy issues in order to prepare a base-line model of the City's financial condition that incorporates existing operations plus all proposed additions to services and capital expenditures. This base-line model will show financial impacts related to debt coverage, fund balances, tax impacts and apparent trends. This is the starting place for the conversation with Council where we show the financial impact of accomplishing all of the City's goals, and determine if priorities need to be set between competing funding demands.

Based on staff and Council direction, we will then refine the FMP with up to three options that alter the timing of capital projects add alternative revenue sources, or make policy changes. These options will then be presented at a second Council work session where feedback will be solicited through a facilitated discussion. Based on this feedback, we will develop a fiscal strategy and also make recommendations on additional or revised policies at a third Council meeting or work session.

FMP Project Deliverables

The FMP will deliver an affordable, comprehensive financial plan covering the next ten years that has been discussed and agreed upon by the City Council. The FMP plan includes the following:

- Annual projected budget numbers for each of the next 10 years
- Inclusion of all capital improvements identified by the City
- Inventory of current and potential financial resources (revenues)
- Expected changes in the tax base from residential and commercial development, flood plain acquisition, and annexation
- Planning tool that provides:
    - Options and assumptions for the impacts of each project in each year.
    - Analysis of the financial impact of each option
    - Developing a framework to review future capital projects and keep the plan updated
- Facilitated Council discussion to reach consensus on priority projects
- Power Point presentations to Council

Upon completion of the project, Ehlers will provide the Excel model to the City so that future updates to the plan can be done "in-house" if desired.

STAFF REPORT

Date: October 4, 2018

To: City Council

From: Timothy A. Sullivan, City Attorney

Re: Jaguar Communications Franchise Application

Jaguar Franchise Timeline:

August 27, 2018:	Resolution approving publication of Notice of Intent to Consider Issuance of Franchise
August 31, 2018:	First publication of Notice of Intent
September 7, 2018:	Second publication of Notice of Intent
September 18, 2018:	Received Jaguar Application
September 21, 2018:	Application Deadline
September 24, 2018:	Public Hearing to Consider Jaguar Application
October 8, 2018:	Consideration of Proposed Jaguar Franchise Ordinance

Jaguar Franchise Application and Public Record:

The Minnesota Cable Act (Minn. Stat. Ch. 238) contains the process for granting additional cable franchises. The City has complied with statutory requirements for cable franchising. This includes publication of a Notice of Intent, written notice to Jaguar regarding the same, an application period of at least 20 days, and a public hearing regarding franchise applications.

Jaguar submitted a timely franchise application on September 18, 2018. Jaguar supplemented its application via e-mail dated September 20, 2018. This was the only application received. The Jaguar application, as supplemented, complies with the requirements of the Minnesota Cable Act. Based upon a review of the Jaguar application, Jaguar appears to have the financial, technical, and legal qualifications for provide cable service. This same determination had been made by numerous other Minnesota

municipalities, including Blooming Prairie, Claremont, Clarks Grove, Dundas, Glenville, Hayfield, Hayward, Madison Lake, Medford, Norwood Young America, and Owatonna.

A public hearing regarding Jaguar's application was held before the City Council on September 24, 2018. During the public hearing, Jaguar's In-House Counsel, Ms. Kristine Anderson, summarized the Jaguar Application.

The public was also allowed to testify at the public hearing. Two members of the public provided comment regarding the Jaguar Application. The first member of the public expressed concern that the pricing of internet service appeared higher than what Jaguar had previously suggested. This member of the public expressed concern that this increase in price constituted a "bait and switch." Ms. Anderson responded to this comment by stating that Jaguar had previously considered offering a lower level of internet service but ultimately determined that the market did not support offering such services.

The second member of the public to provide comment inquired regarding Jaguar's finances. Ms. Anderson responded that Jaguar was a privately held corporation, and therefore its financial statements were not public. Ms. Anderson stated that the financing for the Mayer project had already been acquired, and that the Mayer build was part of Jaguar's 2018 business plan and that project financing was already approved by Jaguar's lender.

Proposed Jaguar Franchise Ordinance:

Following the public hearing, the City Council directed City Staff to review the Jaguar Application and to negotiate a proposed franchise ordinance for consideration at a later meeting. Accordingly, City staff negotiated the attached proposed Jaguar Franchise Ordinance, which is very similar to the franchise previously issued to Nuvera.

The Minnesota Cable Act sets forth the requirements for cable franchises. Additionally, the Minnesota Cable Act imposes certain level playing field requirements. This means a city cannot grant an additional cable franchise "on terms and conditions more favorable or less burdensome than those in the existing franchise pertaining to: (1) the area served; (2) public, educational, or governmental access requirements; and (3) franchise fees." Minn. Stat. § 238.08, subd. 1(b). This does not mean that the language or terms of a franchise must be the same between competitors. *See WH Link, LLC v. City of Otsego*, 664 N.W.2d 390, 396 (Minn. App. 2003). Rather, the terms must be "substantially similar." *Id.*

The attached proposed franchise ordinance contains the terms required by the Minnesota Cable Act. Additionally, the attached proposed franchise ordinance is substantially

similar to the Nuvera franchise, and therefore meets the level playing field requirements of the Minnesota Cable Act.

There is one notable difference between the proposed Jaguar franchise and the existing Nuvera franchise, which pertains to a construction bond as opposed to a performance bond. The Nuvera franchise requires a $10,000 performance bond throughout the duration of the franchise, but also permits the City to reduce the bond amount on a year to year basis. In contrast, Jaguar proposes a $50,000 construction bond during all periods of substantial construction, and no performance bond. This construction bond will remain in effect for either a year or until substantial completion of the construction, whichever is later.

Jaguar's proposed construction bond is legally acceptable for the following reasons. First, the nature and amount of bonds is not one of the level playing field criteria, meaning there is no legal issue raised due to the differences between the Nuvera and the proposed Jaguar franchises. Second, Jaguar's proposal complies with the Minnesota Cable Act, as the bond will remain in place for at least one year during all periods of substantial construction, and the City has the discretion to reduce the amount of the required bond from year to year. *See* Minn. Stat. § 238.084, subd. 1(j). Third, the highest risk for damage to City property exists during periods of substantial construction, when the $50,000 bond would be in place under the proposed Jaguar franchise. Thus, it can be argued that the City has a higher degree of protection during the high-risk periods under the terms of the proposed Jaguar franchise in comparison to the Nuvera franchise.

Ms. Anderson stated it is Jaguar's position that the larger bond during periods of substantial construction, coupled with insurance coverage, provides adequate security for the City and will not unnecessarily hold up Jaguar's assets in the same manner as a performance bond. Jaguar has expressed that this term (construction bond vs. performance bond) is not negotiable. Jaguar has reiterated that they intend to offer internet service in Mayer regardless of whether an agreement can be reached on terms of a cable franchise, as no franchise is required for internet service.

Potential Council Action:

The City Council may: 1) adopt the proposed Jaguar Franchise Ordinance as drafted; 2) reject the proposed Jaguar Franchise Ordinance as drafted; or 3) direct staff to continue negotiations with Jaguar.

Conclusion:

Based upon the record developed by the City, including this Staff Report, the proposed Jaguar Franchise Ordinance meets the requirements of the Minnesota Cable Act. The only term that substantially differs from the existing Nuvera franchise is a construction

bond as opposed to a performance bond, which is addressed above. Again, Jaguar has indicated that they are not willing to negotiate this issue. If the City determines that it is not willing to accept a larger bond during periods of substantial construction in lieu of a smaller bond throughout the duration of the franchise, Jaguar has indicated they will move forward with solely providing internet service.

ORDINANCE NO._224__

AN ORDINANCE GRANTING A FRANCHISE TO JAGUAR COMMUNICATIONS, INC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MAYER, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN.

The City of Mayer ("City") ordains:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the development of a Cable System and the continued operation of it. Such a development can contribute significantly to the communication needs and desires of residents of the City. Further, the City may achieve better utilization and improvement of public services with the development and operation of the Cable System.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City, its residents, and the community.

FINDINGS

In the review of the franchise request by Jaguar Communications, Inc. ("Grantee"), and upon completion of a public proceeding after notice and an opportunity to be heard, the City makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and are approved;
2. Grantee's plans for operating the System were considered and found adequate and feasible;
3. The Franchise granted to Grantee by the City complies with the existing applicable Minnesota Statutes, federal laws, and regulations; and
4. The Franchise granted to Grantee is nonexclusive.

SECTION 1.

SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the

Jaguar Cable Communications Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The words "shall" or "must" are always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

   a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7) (1993).

   b. "Cable Service" or "Service" means the one-way transmission to Subscribers of video programming, or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

   c. "Cable System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment, or facilities located in the City and designed and constructed for the purpose of producing, receiving, transmitting, amplifying, or distributing audio, video, and other forms of electronic signals in the City. System as defined herein is consistent with the definition set forth in Minn. Stat. § 238.02, subd. 3.

   d. "City" means the City of Mayer, Minnesota, acting by and through its City Council.

   e. "Class IV Channel" means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.

   f. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System.

   g. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

   h. "Franchise" or "Cable Franchise" means this ordinance, and the regulatory and contractual relationship established hereby.

   i. "Franchise Fee" means a fee or assessment imposed by the City on a Grantee, or a Subscriber, or both, solely because of their status as

such. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability; (ii) any payments which are required by this Franchise for, or in support of the use of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages; (v) any fee imposed under Title 17 of the United States Code.

j. "Grantee" is Jaguar Communications, Inc., its agents and employees, lawful successors, transferees or assignees.

k. "Gross Revenues" means all revenue received directly or indirectly by Grantee from the operation of its System to provide Basic Cable Service. The term Gross Revenues shall not include bad debt, or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

l. "Installation" means the connection of the System from feeder cable to the point of connection, including any standard installation and any custom installation.

m. "Lockout Device" means an optional mechanical or electrical capability which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

n. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

o. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in the City in which City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including any other Rights-of-Way dedicated for travel purposes and utility easements.

p. "Right-of-Way Ordinance" means any ordinance adopted by the City creating requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.

q. "Standard Installation" means any residential installation which can be completed using a Drop of 125 feet or less.

r. "Subscriber" means any Person who lawfully receives Service via the System.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or provide Cable Service in the City unless such Person shall first obtain and hold a valid Franchise. The City shall, at all times, comply with the Minnesota level playing field statute at Minn. Stat. § 238.08 and any other applicable state or federal level playing field requirements.

2. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. At the time of acceptance of this Franchise, Grantee shall reimburse the City for all reasonable costs and fees incurred in processing and awarding this franchise up to a maximum of Two Thousand Dollars ($2,000.00). Grantee may treat such reimbursement as a franchise fee to the extent permitted by applicable law.

3. Notwithstanding any provision to the contrary, if another operator, legally authorized by state or federal law, makes available for purchase by Subscribers or customers Cable Service or its functional equivalent (including video programming under 47 U.S.C.§ 571(a)(3) or § 573) within the City without a Franchise or other similar lawful authorization granted by the City and the City has the lawful authority to require a franchise from that operator, then Grantee shall have the right to petition the City to modify this Franchise and the parties shall negotiate said modifications within 60 days.

4. Grant of Nonexclusive Authority.

   a. Grantee shall have the right and privilege pursuant to this Franchise, subject to the requirements of any applicable ordinance, rule or procedure, to construct, erect, operate and maintain a Cable System in, upon, along, across, above, over and under the Rights-of-Way in the City and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below-ground facilities available to Grantee to the extent it is technically feasible and commercially reasonable to do so.

   b. Notwithstanding the above grant to use Rights-of-Way, use of such Rights- of-Way shall not be inconsistent with the terms and conditions by which they were created or dedicated, with the present use thereof, and with all legal requirements related to the use thereof including the

terms and conditions of any applicable Right-of-Way Ordinance.

c. This Franchise shall be nonexclusive and the City reserves the right to grant similar use to any Person at any time during the term of this Franchise.

d. The City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

5. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless sooner renewed, revoked, or terminated as provided herein.

6. Previous Franchises. Upon acceptance by Grantee, this Franchise shall supersede and replace any prior ordinance granting a Franchise to Grantee.

7. Compliance with Applicable Laws, Resolutions and Ordinances. Grantee shall at all times during the term of this Franchise be subject to any lawful, non- discriminatory exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of the City. This Franchise shall comply with Minnesota franchise standards contained in Minn. Stat. § 238.01 et seq.

8. Territorial Area Involved/Service Extension.

a. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. Grantee shall be required to extend Service without charge to any requesting Person or area in which Service is requested in the event that Grantee does not have to construct more than 300 feet of new plant in order to serve each new Subscriber. Grantee shall extend Service to any Person requesting Service, regardless of the amount of new plant required, in the event the requesting Person agrees to pay the incremental cost of construction beyond 300 feet. In the event several Persons request Service, the incremental construction costs will be shared on a pro rata basis.

b. Grantee shall construct and activate plant to provide Service within a reasonable time.

c. Access to Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides.

9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered

personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to the City: City of Mayer
City Administrator
413 Bluejay Avenue
PO Box 102
Mayer, MN 55360-0102

If to Grantee: Jaguar Communications, Inc.
Attn: Legal Department
213 South Oak Avenue
Owatonna, MN 55379

With a copy to:
Jaguar Communication, Inc.
Attn: Chief Technical Officer
213 South Oak Avenue
Owatonna, MN 55379

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 3.

CONSTRUCTION STANDARDS

1. Construction Standards. In accordance with Minn. Stat. § 380.084(m), any required construction of the system shall commence no later than 240 days after the Effective Date, shall proceed at a reasonable rate of not less than fifty (50) plant miles constructed per year of the Franchise term, and construction throughout the authorized franchise area must be substantially completed within five (5) years of granting the Franchise.

2. Construction Codes and Permits.

   a. Grantee shall obtain all lawful and necessary permits from the City before commencing any construction or extension of System, including the opening or disturbance of any Right-of-Way, or private or public property within the City. Grantee shall comply with all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or

maintenance of the System in the City and give due consideration at all times to the aesthetics of the property.

b. Consistent with its Right-of-Way Ordinance, the City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

3. Repair of Rights-of-Way and Property. Any and all Rights-of-Way or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work, or reasonably similar condition, as approved by City in the case of Rights-of-Way and other public property, which approval shall not be unreasonably withheld. If Grantee fails to promptly perform the restoration required herein after 30 days' notice from City, City may perform the restoration of the Rights-of-Way, public, or private property as required herein at Grantee's expense.

4. Conditions on Right-of-Way Use.

a. Nothing in this Franchise shall be construed to prevent City from adopting and enforcing requirements for the usage of Rights-of-Way or from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

b. Upon the City's written request, Grantee shall provide a complete set of strand maps showing the routing of the Cable System plant and facilities in the Streets, but excluding detail on proprietary electronics or other proprietary information that is related to Grantee's specific design of the Cable System contained therein and Subscriber Drops. The maps shall be provided in an electronic format acceptable to the City without Grantee incurring unreasonable expense. Upon written request, Grantee shall also provide strand map updates. The City shall have the right to review Grantee's entire system maps (in addition to the strand maps) at a mutually agreed upon location within the City but such additional map will be only for review, that City will not be entitled to retain a copy. All System transmission and distribution structures, lines and equipment erected by Grantee shall be located so as not to obstruct or interfere with the use of Right-of-Way and to

cause minimum interference with the rights of property owners who abut any of said Right-of-Way and not to interfere with existing public utility installations.

c. If at any time during the period of this Franchise the City shall elect to alter or change the grade or location of any Right-of-Way, Grantee shall, upon reasonable notice and in a manner consistent with applicable ordinances, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System. If the City enters into an agreement to reimburse other occupants of the Right-of-Way for such relocation or removal, Grantee shall be likewise reimbursed.

d. Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all requirements of the City. Grantee shall use its best efforts to obtain the permission and consent of any utility company for the use of existing poles, conduits or other wire-holding structures located in the City. Grantee shall utilize existing poles, conduits, or other wire-holding structures of existing utilities to the extent technically and economically feasible. The City shall have no obligation to assist Grantee in obtaining the consent for use of existing facilities from any utility company.

e. Grantee shall, upon request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

f. Grantee shall have the authority to trim any trees upon and overhanging the Rights-of-Way only to the extent necessary to prevent the branches of such trees from coming in contact with the wires and cables of Grantee.

g. Grantee will endeavor to give prior notice to any private property owners who will be directly affected or impacted by Grantee's work in Rights-of-Way.

5. Undergrounding of Cable. Grantee shall place its System and facilities underground in areas of the City where all other utility lines are placed underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be

of such size and design and shall be so located as not to be unsightly or unsafe, all as may be approved by City in accordance with applicable requirements.

6. Drop Burial. Grantee shall bury all Drops within a reasonable time.

7. Safety Requirements.

   a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

   b. Grantee shall install and maintain its System and other equipment and facilities in accordance with the National Electric Safety Code, all other applicable federal, state and local laws and regulations, and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.

   c. Grantee shall install and maintain the System and all other equipment and facilities in, over, under and upon the Rights-of-Way, wherever situated or located, in accordance with the Right-of-Way Ordinance, the National Electric Safety Code, all other applicable federal, state and local laws and regulations, and in a condition so that the same shall not endanger public health or safety.

8. Emergency Alert System. To the extent required by the FCC's regulations, Grantee shall provide an Emergency Alert System ("EAS") which shall be operated and available to the City in the event of an emergency or disaster. To the extent provided by law, the City will hold Grantee harmless from any claims arising out of the City's use of EAS.

SECTION 4.

DESIGN PROVISIONS

1. Operation and Maintenance of System. Grantee shall render good quality Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Grantee shall operate and maintain a system providing 750 MHz bandwidth.

2. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Code of Federal

Regulations Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

3. System Testing. The City may review FCC and other technical reports provided by Grantee or procured by the City at any time. The City may engage any consultant, engineer or expert to perform System testing and review as it deems necessary. The City shall endeavor to so arrange its request for such System testing to minimize hardship or inconvenience to Grantee or to the Subscribers. Where testing is conducted to resolve System performance problems or complaints, the City's costs of such testing shall be reimbursed by Grantee if, before conducting such tests, the City affords Grantee notice and at least ten (10) days to cure the problems or complaints and, in City's reasonable determination, such problems or complaints remain unresolved after the cure period.

4. FCC Reports. Upon written request from the City, the results of any tests required to be filed by Grantee with the FCC shall be provided to the City or its designee within ten (10) days of the receipt of the written request.

5. Nonvoice Return Capability. Grantee is required to use cable having the technical capacity for nonvoice return communications.

6. Lockout Device. Upon the request of a Subscriber, Grantee shall provide a Lockout Device.

SECTION 5.

SERVICES PROVISIONS

1. Regulation of Service Rates.

   a. The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s).

   b. A list of Grantee's current Subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge no less than thirty (30) days prior to the effective date of the change.

2. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within the City. Grantee shall have the right to market consistent with local ordinances and other applicable laws and

regulations.

3. Service Complaints.

   a. Availability. Grantee will maintain an adequate number of local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week so as to receive Subscriber complaints, requests, and inquiries. During normal business hours, at least 8 a.m. to 5 p.m., and some evening or weekend hours, Grantee shall ensure that trained representatives are available to respond to Subscriber inquiries.

   b. Telephone Answer Time and Busy Signals. Telephone calls shall be answered by a customer representative within thirty (30) seconds, including wait time. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time measured on a quarterly basis. Subscribers will receive a busy signal less than three (3) percent of the time. Grantee will comply with FCC customer service standards.

4. Installation, Outage and Service Calls. Each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: standard Installations will be performed within thirty (30) business days after an order has been placed, assuming all line construction is complete, and all other Installations will be performed within a reasonable period of time; (2) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working on Service Interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Subscriber requests for repairs shall be performed within a reasonable period of time after the request is received; (3) The "appointment window" alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. Grantee may schedule service calls and other installation activities outside of normal business hours for the convenience of the customer; (4) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (5) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

5. Complaint and Other Service Records. Upon request by the City, Grantee shall prepare written records of all written complaints received and the resolution of such complaints, including the date of such resolution. Such

written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution and in a form mutually agreeable to the City and Grantee.

6. Billing and Subscriber Communications. Grantee must give Subscribers thirty (30) days advance written notice with copy to the City before any changes in rates, programming services, or channel positions.

7. Subscriber Contracts. Grantee shall file with the City any standard form Subscriber contract utilized by Grantee.

8. Refunds and Credits. In the event a Subscriber established or terminates Service and receives less than a full month's Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing.

9. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address Subscriber concerns or complaints in accordance with law.

SECTION 6.

ACCESS CHANNEL(S) PROVISIONS

1. Public, Educational and Government Access.

   a. Grantee shall dedicate one (1), six (6) MHz channel for public, educational and City or other governmental use (PEG access) and shall activate the PEG access channel upon request from the City. All Subscribers who receive Service on the System shall receive the PEG access channel at no extra charge.

   b. The City or its designee is authorized to operate, administer, promote, and manage PEG access. Grantee shall have only such responsibility for PEG as is expressly stated in this Section 6. The City may use the PEG access channel to cablecast character generated or other video programming at any time. The City may also make the access channel available for use by the public and local educational authorities.

   c. Nothing herein shall diminish the City's rights pursuant to Minn. Stat. § 238.084, incorporated herein by reference, to obtain additional channels. The City shall provide ninety (90) days prior written notice to Grantee of City's request for an additional access channel.

2. Charges for Use. If the City elects to make the PEG access channel available to the public, channel time and playback of programming on the channel will

be provided without charge.

3. Access Equipment. In the event the City determines to begin cablecasting City Council meetings or other public meetings/events on the dedicated PEG access channel, Grantee shall reimburse its proportionate share, based on the number of cable providers, of the City's actual costs of purchasing a camera or other equipment necessary to record and cablecast such meetings up to a total of three thousand dollars ($3,000.00).

4. Cable Service to Public Buildings. Grantee shall provide without charge, Installation of one (1) two-way activated cable Drop, one (1) cable outlet, and monthly Basic Cable Service without charge to the City Hall and one other public or educational institution as the City designates to the extent that such buildings are located on Grantee's main line. No redistribution of the free Service provided pursuant to this Section shall be allowed without Grantee's prior written consent.

5. Cable Modem (Internet) Service. Grantee may provide cable modem service to City under a separate agreement not governed by this Franchise.

6. Regional Channel Six. Grantee shall make available Regional Channel Six as long as it is required to do so by the State of Minnesota.

SECTION 7.

OPERATION AND ADMINISTRATION PROVISIONS

1. Franchise Fee.

   a. The City may require Grantee to pay a Franchise Fee of up to five percent (5%) of its annual Gross Revenues to the City. Within sixty (60) days of notice from the City, Grantee shall begin collecting and paying such Franchise Fee.

   b. Payments shall be payable annually. Payments shall be made within sixty (60) days of the end of each calendar year together with a report in form reasonably acceptable to the City that shows the basis for the computation. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

2. Access to Records. The City shall have the right to inspect any records maintained by Grantee which relate to this Franchise or System operations including specifically Grantee's accounting and financial records, subject to

the privacy provisions of 47 U.S.C. § 521 et seq. Grantee shall provide copies of any such records upon request by the City.

3. Confidential Information. Grantee may choose to provide any confidential books and records that it is obligated to make available to the City pursuant to this Franchise, by allowing the city, or its designated representative(s), to view the books and records at a mutually agreeable location and without the City obtaining its own copies of such books and records. Alternatively, confidential or proprietary information may be disclosed pursuant to a reasonable mutually agreeable non-disclosure agreement. The intent of the parties is to work cooperatively to ensure that all books and records reasonably necessary for the City's monitoring and enforcement of Franchise obligations are provided to the City. To the extent that Grantee does provide books or records directly to the City, the City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by Minnesota Law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary.

4. Reports and Maps to be Filed with the City. In addition to the reports specifically required by the terms of this Franchise, Grantee shall prepare and furnish to the City, at the times and in the form prescribed, such other reports with respect to the operations, affairs, transactions or property, as they relate to the System, which City may reasonably request.

SECTION 8.

GENERAL FINANCIAL, INSURANCE AND SECURITY PROVISIONS

1. Construction Bond.

   Grantee, at the time the Franchise becomes effective and thereafter during periods of substantial construction within the City, shall furnish a construction performance bond, certificate of deposit, or other type of instrument approved by the City in the amount of $50,000 for damages resulting from Grantee's nonperformance. The bond shall remain active for one year or until substantial construction is completed, whichever is later.

2. Indemnification.

   a. The City and its officers, boards, committees, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with

respect to this Franchise except any claims related to PEG access.

c. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, elected officials, employees and agents from and against all liability, damages, and penalties which they may legally be required to pay as a result of the actions or omissions of Grantee operating under this Franchise except any claims related to PEG access.

d. Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

3. Insurance.

a. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of Grantee, and the City, its officers, boards, committees, elected officials, employees and agents for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, the City officers, boards, committees, elected officials, employees and agents.

b. The policies of insurance shall be in the sum of not less than One Million Dollars ($1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars ($2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, One Million Dollars ($1,000,000.00) for property damage to any one person and Two Million Dollars ($2,000,000.00) for property damage resulting from any one act or occurrence.

c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

SECTION 9.

SALE, ABANDONMENT, AND TRANSFER OF FRANCHISE

1. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City.

2. Removal After Abandonment, Termination or Forfeiture. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City.

3. Sale or Transfer of Franchise.

   a. No sale, transfer, or fundamental corporate change of or in Grantee, or which creates a new controlling interest in Grantee, including, but not limited to, the sale of a majority of Grantee's assets, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

   b. Any sale, transfer, exchange or assignment of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section 9.03. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

   c. The City shall have such time as is permitted by applicable law in which to review a transfer request, but in no event less than 120 days.

   d. Grantee shall reimburse the City for all the reasonable legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Such reimbursement of the City's costs and fees shall not constitute a Franchise Fee. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee.

   e. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and

assuming all other rights and obligations of the transferor to the City.

f. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section, the City shall have the right of first refusal of any bona fide offer to purchase the System. A complete copy of any written offer to purchase the system must be conveyed to the City along with Grantee's written acceptance of the offer contingent upon the rights of the City provided for in this Section.

The City shall be deemed to have waived its rights under this Section in the following circumstances:

i. If it does not indicate to Grantee in writing, within thirty (30) days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or

ii. It approves the assignment or sale of the Franchise as provided within this Section.

SECTION 10.

REVOCATION OF FRANCHISE

1. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined that Grantee has violated any material provision of this Franchise, has made intentional misrepresentations to the City, or has practiced fraud or deceit upon the City or a Subscriber. The City may revoke this Franchise immediately if Grantee is adjudged bankrupt.

2. Procedures.

a. The City shall provide Grantee with written notice of the cause for revocation and its intent to revoke and shall allow Grantee sixty (60) days to cure the violation ("the cure period").

b. Grantee shall be provided the right to a public hearing affording due process prior to revocation, which public hearing shall follow the cure period. The City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

c. After such public hearing and release of written findings, the City may revoke the Franchise. Grantee may appeal such revocation to a court

or agency of competent jurisdiction.

d. During the appeal period, Grantee may continue to operate the System pursuant to the terms and conditions of the Franchise, unless the term thereof sooner expires.

SECTION 11.

PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy.

   a. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. § 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

   b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

c. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.

SECTION 12.

MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations.

2. Compliance with Federal, State and Local Laws.

   a. Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

   b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties.

3. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City and Grantee may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

4. Rights Cumulative. All rights and remedies under this Franchise or retained by the City herein are not exclusive but are in addition to other rights and remedies available to the City. The exercise of remedies herein does not constitute the waiver of any other remedies.

5. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges

that the terms and conditions of this Franchise are consistent with current law and are not unreasonable or arbitrary.

SECTION 13.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Acceptance. Grantee shall accept this Franchise within sixty (60) of its enactment by the City, unless the time for acceptance is extended by the City. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein. Grantee shall accept this Franchise by properly executing, acknowledging, and returning the Franchise to the City, and by delivering the construction bond, performance bond, and certificate of insurance required herein.

2. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee.

ADOPTED by the City Council of the City of Mayer, Carver County, Minnesota this ____ day of _____, 2018.

_____
Mike Dodge
Mayor

ATTEST:

Moved by:
Seconded by:

_____
Margaret McCallum
City Administrator

Published:

ACCEPTANCE

This Franchise is hereby agreed to and accepted.

JAGUAR COMMUNICATIONS, INC.

Date:_____ By_____

Its_____

Subscribed and sworn to before me
this _____ day of _____, 2018.

_____
Notary Public

CITY OF MAYER
RESOUTION NO. 10-8-18-35

RESOLUTION APPROVING SUMMARY OF ORDINACE NO.224 FOR PUBLICATION

WHEREAS, Ordinance No. 224was adopted by the City Council of the City of Mayer, Minnesota on October 8, 2018; and

WHEREAS, Ordinance No.224 becomes effective upon publication; and

WHEREAS, publication of the entirety of Ordinance No.224 is not feasible due to its length.

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

1. The City Council hereby determines that publication of the title and a summary of Ordinance No. 224 would clearly inform the public of the intent and effect of the ordinance.

2. The City Council hereby approves for publication the Summary of Ordinance No.224, attached hereto as Exhibit 1.

4. The City Council further resolves and directs that:

    a. Only this Summary of Ordinance No. 224 shall be published.

    b. A copy the entire text of Ordinance No. 224 shall be made available for inspection during regular business hours at the office of the City Clerk of the City of Mayer, 413 Bluejay Avenue, Mayer, MN 55360.

Adopted by the City Council of the City of Mayer on this 8th day of October, 2018.

_____
Mike Dodge, Mayor

_____
Margaret McCallum, City Administrator

CITY OF MAYER
CARVER, COUNTY, MINNESOTA

SUMMARY OF ORDINANCE NO. 224

The following is a summary of Ordinance No. 224, which was duly adopted by the City Council of the City of Mayer on October 8, 2018.

1. Title

The title of Ordinance No. 224 is "AN ORDINANCE GRANTING A FRANCHISE TO JAGUAR COMMUNICATIONS, INC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MAYER, MINNESOTA, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN."

2. Summary

The City of Mayer has issued a non-exclusive 15-year franchise to Jaguar Communications, Inc. for the construction, operation, and maintenance of a cable television system.

3. Notice

This summary of Ordinance No. 224has been published to clearly inform the public of the intent and effect of the Mayer City Code. A copy the entire text of Ordinance No. 224 is available for inspection during regular business hours at the office of the City Clerk of the City of Mayer, 413 Bluejay Avenue, Mayer, MN 55360.

MAYER

Request for Council Action Memorandum

Item: Increase to 2018 Health Insurance Benefits

Meeting Date: October 8, 2018
Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:
To review and to act on Resolution 10-8-18-36.

Details:
The City of Mayer provides benefits to qualified employees in the form of paid leave and/or insurance coverage.

The personnel policy of the City of Mayer states that the City will contribute a monthly amount toward group health, dental and life insurance benefits for each employee and his/her dependents.

At the moment, the City contributes $800 per month towards health insurance premiums, with any difference between the actual costs of coverage and the City's contribution being deducted from the employee's paycheck.

The City budgeted $38,400 for City-paid contributions towards health insurance premiums in 2018, of which only $30,000 will be utilizes upon the current algorithm and needs of employees. As a result, $8,400 of the amount budgeted for the City-paid health insurance contributions in 2018 will go unused.

The City of Mayer is currently in the process of determining changes to employee benefits for 2019 and beyond. Due to turnaround in staff, new needs in coverage, and the ongoing discussion regarding how to improve the City's overall benefits package in order to retain and attract highly qualified employees, there is a need to increase the City-paid health insurance premium contribution through the end of 2018 until a final determination is made for 2019 and beyond.

Increasing the City-paid health insurance premium contribution from up to $800 to up to $1,500 per employee per month through the end of 2018 will not exceed the amount budgeted for City-paid health insurance contributions in 2018.

Attachments:
Resolution 10-8-18-35

CITY OF MAYER
RESOLUTION 10-8-18-36
INCREASE TO 2018 HEALTH INSURANCE CONTRIBUTION

WHEREAS, the City of Mayer provides benefits to qualified employees in the form of paid leave and/or insurance coverage; and

WHEREAS, the personnel policy of the City of Mayer states that the City will contribute a monthly amount toward group health, dental and life insurance benefits for each employee and his/her dependents; and

WHEREAS, the City currently offers health insurance, dental insurance, and life insurance; and

WHEREAS, the City currently contributes up to $800.00 per employee per month towards health insurance premiums, with any difference between the actual cost of coverage and the City's contribution being deducted from the employee's paycheck; and

WHEREAS, the City budgeted $38,400 for City-paid contributions towards health insurance premiums in 2018, of which only $30,000 will be utilized based upon the current algorithm and needs of employees. As a result, $8,400 of the amount budgeted for City-paid health insurance contributions in 2018 will go unused; and

WHEREAS, the City of Mayer is currently in the process of determining changes to employee benefits for 2019 and beyond; and

WHEREAS, due to turnaround in staff, new needs in coverage, and the ongoing discussion regarding how to improve the City's overall benefits package in order to retain and attract highly qualified employees, there is a need to increase the City-paid health insurance premium contribution through the end of 2018 until a final determination is made for 2019 and beyond; and

WHEREAS, increasing the City-paid health insurance premium contribution from up to $800 to up to $1,500 per employee per month through the end of 2018 will not exceed the amount budgeted for City-paid health insurance contributions in 2018.

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

1. Effective October 1, 2018 through December 31, 2018, in consideration for continued employment, the City-paid health premium contribution for eligible employees shall be increased from up to $800 per employee per month to up to $1,500 per employee per month, not to exceed the total cost of coverage.

Adopted by the City Council of the City of Mayer, Minnesota, this 8th day October, 2018.

_____

Mike Dodge, Mayor

_____

Margaret McCallum, City Administrator

MAYER

Request for Council Action Memorandum

Item: Township Fire Contracts

Meeting Date: October 8, 2018
Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:
The make a motion approving the Fire Contracts amounts with Camden, Hollywood, Waconia, and Watertown Townships and authorizing the Mayor's signature on the contracts.

Details:
The Fire Contracts with the townships is an annual contract that provides for fire services for the year.

The City calculates the fee for services that is due to the City by the number of parcels with buildings served in each township. Staff has township officials verify the number of parcels before calculating the fees. Attached is the breakdown of the amounts for each township.

For 2019, the townships will pay 26.41% of the operating budget of the fire department. They will pay roughly 34% of the fire truck payment.

Staff is recommending the approval of the contract amounts and authorization of the Mayor's signature on the contracts.

Attachments:
Contract Template

CITY OF MAYER
413 BLUEJAY AVENUE
MAYER, MN 55360
PHONE: 952-657-1502

FIRE SERVICE CONTRACT FOR 2019

This Fire Service Contract for 2019 (the "Agreement"), made by and between the City of Mayer, Carver County, Minnesota and _____ Township, Carver County, Minnesota, dated October 8, 2018 in consideration of the payment of the sum of _____ to the City of Mayer, Carver County, Minnesota, by _____ Township, Carver County, Minnesota , through its duly elected officers, the City of Mayer agrees to have its fire department answer any and all fire and emergency calls to _____ Township and will respond to such calls with suitable apparatus, and render all assistance possible in the saving of life and property, subject to the rules and regulations adopted by the Mayer Fire Department, which rules and regulations are made a part hereof by reference, for such portion of _____ Township, for the year of 2018, described as follows:

SECTIONS: 19, 29, 30, 31, 32, & 33

The said fire protection service shall be furnished by the City of Mayer for the annual consideration as determined by result of the application of the following:

The Fire Department Fair Share Formula is per unit calculation for the 2019 budget.

Semi-annual payments to the contract will be made in July and December of the contract year.

	Parcels			% of Contract
	2017	2018	2019	By Parcel
City of Mayer	743	776	810	73.56%
Camden	71	71	71	6.44%
Hollywood	70	70	70	6.35%
Waconia	74	74	74	6.72%
Watertown	72	74	76	6.90%
	989	1030	1101	100.00%

TOTAL	Expenses	Truck Payment	Total Contract
City of Mayer	$142,559.26	$31,762.60	$174,321.86
Camden	$12,495.94	$3,615.60	$16,111.54
Hollywood	$12,319.94	$3,615.60	$15,935.54
Waconia	$13,023.93	$3,615.60	$16,639.53
Watertown	$13,375.93	$3,615.60	$16,991.53
	$193,775.00	$43,225.00	$240,000.00

The Mayer Fire Department agrees to answer any fire calls and emergency calls of the purpose of fighting fires which occur in the portion of _____ Township above described. No liability shall be incurred by the City of Mayer for loss or destruction of any property by fire or for damage thereto resulting from smoke, water, or explosion, for any reason contributory or otherwise, and more particularly because of inability of said Mayer Fire Department to respond to a fire call because of loss or failure of truck and apparatus, adverse weather and road conditions, previous call for said service, of for any other reason whatsoever.

The City of Mayer agrees to the creation of a Fire Board, made up of contracting Township members and representatives of the City of Mayer. The Fire Board will meet the 5th Monday of a month.

The City of Mayer agrees to defend and indemnify _____ Township against any claims brought or actions filed against _____ Township, or any officer, employee, or volunteer of _____ Township for injury to, death of, or damage to, the property of any third person or persons arising from the performance and provision of the obligations of the City of Mayer assumed pursuant to this Agreement.

Under no circumstances, however, shall either party to this Agreement be required to pay on behalf of itself and other party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all parties may not be added together to determine the maximum amount of liability for any party.

The intent of this section is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

IN TESTIMONY WHEREOR, The City of Mayer has caused this Agreement to be executed by its Mayor and City Clerk this 8 day of October, 2018.

CITY OF MAYER	TOWNSHIP OF _____
By_____	By _____
Mayor	Chairman
By_____	By_____
Clerk	Clerk
Date_____	Date_____