THE HUB OF SIBLEY COUNTY
GAYLORD

Gaylord Economic Development Authority
Annual Meeting Agenda
Monday, May 13th, 2019 (5:00 P.M.)
Please call 237-2338 if you are unable to attend.

I. CALL TO ORDER (5:00 P.M.)

II. APPROVE THE AGENDA and any additions or corrections:
1. Approve 05/13/2019 agenda

III. CONSENT AGENDA:
1. Approve 04/08/19 EDA minutes P2
2. EDA Fund Balances – P6

I.	EDA General Money Market Fund	$ 15,277.67
II.	Sign & Awning Account Balance	$ 4,107.66
III.	EDA Down Payment Assistance Program Funds	$ 16,657.93
IV.	Commercial Rehabilitation Loan Program Funds	$ 90,091.00
	Total:	$126,134.26

IV. MONTHLY REPORTS/UPDATES:
1. Council liaisons
   a. Tom Homme
   b. Lynn Grochow
2. Staff Reports – Lory Young
   a. Habitat Houses – Still no qualified families. P8
3. Other Reports

V. UNFINISHED BUSINESS:
1. Update on proposed "Wolverine Meadows" Apartments P9
2. Update on Pond Meadows Subdivision P10
   a) Construction Schedule – Start date of May 27th, 2019 P12
   b) City Council set lot prices P14
   c) Purchase Agreements
   d) Sample of Covenants P15
   e) Only incentives – Waive Water & Sewer Hookup fees
3. Hotel Feasibility Study P24
4. Housing Institute P25

VI. NEW BUSINESS:
1. New City Website
   a) What do we want to put on it?

VIII. ADJOURNMENT

THE HUB OF SIBLEY COUNTY
GAYLORD

Gaylord Economic Development Authority
Annual Meeting Minutes
Monday, April 8th, 2019 (5:00 P.M.)

I. CALL TO ORDER (5:00 P.M.)

Pursuant to due call and notice thereof, Chuck Klimmek, President called the Gaylord Economic Development Authority meeting to order in Gaylord City Hall at 5:00 P.M.

Members present: Chuck Klimmek, (President), Doug Parrott, (Vice President), Tom Homme, (Secretary/Treasurer), Scott Amorim and Lynn Grochow.

Members absent: None

Staff present: Lory Young, (City Administrator/EDA Director)

Staff absent: Aaron Walton (City Attorney).

Guests present: Lisa Uecker; Gaylord Hub and Phil Keithahn.

II. APPROVE THE AGENDA and any additions or corrections:

1. Approve 04/08/2019 agenda
   Homme asked to add The Business Expo under New Business
   Approved the 04/08/2019 Agenda by consensus.

III. CONSENT AGENDA:

1. Approve 02/11/19 EDA minutes
2. EDA Fund Balances –

I.	EDA General Money Market Fund	$ 15,274.44
II.	Sign & Awning Account Balance	$ 4,107.66
III.	EDA Down Payment Assistance Program Funds	$ 16,652.99
IV.	Commercial Rehabilitation Loan Program Funds	$ 90,091.00
	Total:	$126,126.09

Klimmek made some comments; $12,000.00 reimbursement from the sale of the shovel ready lot does not show in the EDA General Money Market Fund balance and in the Commercial Rehabilitation Loan Program Funds on page two of the financial pages there is one source that is missing which is the Small Cities Development Program, the repayment of those funds are not showing in the financials and they should.

Motion by Grochow, seconded by Parrott to approve the Consent agenda. Motion carried.

IV. MONTHLY REPORTS/UPDATES:

1. Council liaisons
   a. Tom Homme - None
   b. Lynn Grochow - None
2. Staff Reports – Lory Young
   a. Habitat Houses – Young stated we do not have a qualified family yet for the Habitat houses so we did a 1400 bulk mailing but have not heard if we received any applicants. Young also sent an email to surrounding Administrator's asking them to get the word out. Habitat will not begin construction until they have a qualified family.
3. Other Reports - None

V. UNFINISHED BUSINESS:

1. Update on proposed "Wolverine Meadows" Apartments
   Young explained that Council approved the purchase agreement, Steven Rosholt is reviewing the development agreement and Tammy Omdal is working on the TIF agreement and the Public Hearing for the TIF agreement is May 15th, 2019. They would like to close before June 1st, 2019 so they can begin construction. Young also stated we have already been receiving calls that people want to sign up.

2. Meadow Wood Subdivision
   Young explained the new name of the subdivision is Pond Meadows.
   a) Bids of constructing 3rd Street East – Seven bids came in; they were all higher than the engineer's estimate by 3.5%. Dirt Merchants was the lowest bidder and Council will approve the bid at the next council meeting. Dirt Merchants is the company who did the Harvey Drive Extension.
   b) Suggest Lot Pricing & Pre-sell lots – Young stated there is 371,727 square feet of buildable lots, she divided it out and it comes to $2.22 per square foot. The numbers in red is the per square foot amounts and the yellow amounts are just a starting place. Lot 8 is spoken for and the other lots that are spoken for is Lot 1 and Lot 2 on the east side of the street. The numbers in red total $880,000 and the numbers in yellow total $827,000.00. The numbers in yellow recovers our cost estimates.
   There was a lengthy discussion on wanting to increase some of the lots by 10 to 15 feet even though the mylars have already been ordered and despite the fact that some of the developers were already putting together cost estimates for construction on the lots as is. Young stated it would have to go back to council to change the lot sizes.
   After a lengthy discussion on lot prices, to summarize; on the west side, lots 1 through 7 would stay at the yellow amounts, lot 8 would increase to $32,000.00. On the east side; Lots 1 and 2 would not only increase in size but the price would increase to $29,500.00 and lot 3 would decrease in size and the price would decrease to $275,000.00. Young stated once approved by council she would like to begin pre-selling lots with $5,000.00 down and a signed purchase agreement.

Motion by Parrott, seconded by Amorim to approve the lot prices and sizes as discussed. Motion carried.

Parrott asked if at the next meeting if the board could get a new handout with the new lot prices on them.

c) Possible Covenants – Klimmek asked if we should have covenants, and reviewed some possibilities of covenants and that it may take several meetings to develop the kind of covenants we would want. After some discussion the board came up with a list of minimum covenants for Lory to draft up for discussion at a future meeting.

d) Property Tax Abatement/Rebates or Other Incentives – The board discussed various tax abatement options and rebates or waiving water/sewer connection charges. In summary; We would present to council for approval a rebate of $5,000.00 off of the lot purchase price, rebate $1,000.00 per year for the first three years after construction of home is complete and waive the water/sewer connection fees.

Motion by Homme, seconded by Grochow to approve the incentives as discussed. Motion carried.

VI. NEW BUSINESS:

1. Hotel Feasibility Study
Young read an email from GrandStay Hospitality stating they approved the proposed hotel site; they prefer option 1 and can move forward pending the hotel feasibility study. GrandStay said they could build and be open by 2020. Hospitality Consulting Group from Excelsior, MN has proposed a total cost of $8,550.00 to conduct the hotel feasibility study.

a.) County Road 21 Reroute - The County's plan to reroute CASH 21 will not happen until 2021. Lory is setting a meeting up with Tim Becker and County Commissioner James Swanson to see if the project can be moved up.

b.) Property Cleanup - Young stated we need to do something with the old Shaw Drainage property, like relocating to another part of the city. Young contacted the current owner and so far, was not interested in selling. Parrott reviewed with the board, page five of the feasibility contract and wanted to make sure everyone was aware of what was stated.

Motion by Parrott, seconded by Amorim to approve the Hotel Feasibility Study at a cost of $8,550.00 to be paid out of the EDA budget. Motion carried.

c.) Sibley County Expo – Young explained that her and Jan from Habitat will have a booth at the Expo. Jan will have information about Habitat and Young will have information about Pond Meadows and Wolverine Meadows. It was discussed to have the Medical School renderings, trail information.

Homme asked Young about the City of Winthrop regarding and the restructuring of the RS Fiber project. Young stated they were having a board meeting on April 10th and they will be

having a Special Winthrop City Council meeting right after. Young stated the Winthrop's City Administrator asked if all the surrounding City Administrators would speak at the meeting. They are asking all the cities to make the two years of bond payments, under the restructure with HBC they will take on all the debt and pay all the bills but we will have to continue to make the bond payments for at least eight more years but the interest would be much lower.

VIII. ADJOURNMENT

Motion by Parrott, second by Amorim, to adjourn the meeting. Motion passed Unanimously. The meeting was adjourned at 6:15 P.M.

Respectfully submitted,

_____

Chuck Klimmek, EDA President

Gaylord EDA

MMA account #4259 Balance as of 3-31-19				$	15,274.44
Deposits:	interest - 04/30/19	$	3.23		
		$	-		
		$	-	$	3.23
Expenses:					
		$	-	$	-
	Total			$	15,277.67
Sign & Awning Account Balance as of 1-30-17				$	4,107.66
Deposits:	2014 excess EDA budget $ from the city	$	-		
		$	-	$	-
Expenses:		$	-		
				$	-
	Sign & Awning account balance as of 4-30-19			$	4,107.66
Balance in MMA account #4259 as of 4-30-19				$	19,385.33
MMA account #842646 as of 3-31-19				$	16,657.93
Deposits:					
	interest 04/30/19	$	2.77		
		$	-		
				$	2.77
Expenses:		$	-		
		$	-		
		$	-		
				$	-
Balance in MMA account #842646 as of 4-30-19				$	16,660.70
Total EDA account balance as of 4-30-19				$	36,046.03
Commercial Rehab Loan Funds through 12-31-18 (unaudited)				$	90,091.00

THE HUB OF SIBLEY COUNTY
GAYLORD

CITY OF GAYLORD

Expenditure Guideline - By Department

APRIL 2019

Account Descr	2019 YTD Budget	APRIL 2019 Amt	2019 YTD Amt	Enc Current	2019 YTD Balance	%YTD Budget
DEPT 46500 Economic Develop mt (GENERAL)						
E 101-46500-101 Salaries - Full Time	$41,500.00	$0.00	$0.00	$0.00	$41,500.00	0.00%
E 101-46500-102 Salaries - Over Tim	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-103 Salaries - Part Time	$1,800.00	$0.00	$0.00	$0.00	$1,800.00	0.00%
E 101-46500-121 PERA	$3,112.00	$0.00	$0.00	$0.00	$3,112.00	0.00%
E 101-46500-122 FICA	$2,685.00	$0.00	$0.00	$0.00	$2,685.00	0.00%
E 101-46500-125 Medicare	$628.00	$0.00	$0.00	$0.00	$628.00	0.00%
E 101-46500-131 Employer Paid Heal	$8,709.00	$0.00	$0.00	$0.00	$8,709.00	0.00%
E 101-46500-200 Supplies (GENERAL	$100.00	$0.00	$0.00	$0.00	$100.00	0.00%
E 101-46500-302 Committee/Board/J	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-303 Engineering Fees	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-304 Legal Fees	$0.00	$361.33	$1,494.16	$0.00	-$1,494.16	0.00%
E 101-46500-305 Bank Charges	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-307 EDA Administration	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-308 Professional Fees	$3,000.00	$0.00	$3,711.81	$0.00	-$711.81	123.73%
E 101-46500-314 Recording Fees	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-321 Telephone	$360.00	$0.00	$0.00	$0.00	$360.00	0.00%
E 101-46500-322 Postage	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-331 Meeting and Travel	$500.00	$0.00	$0.00	$0.00	$500.00	0.00%
E 101-46500-340 TIF Settlement	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-352 Ads & Notices	$250.00	$0.00	$340.00	$0.00	-$90.00	136.00%
E 101-46500-361 Liability Insurance	$22.00	$0.00	$0.00	$0.00	$22.00	0.00%
E 101-46500-363 Bond Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-405 Computer Maintena	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-433 Dues and Subscripti	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-434 Business/Industrial	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-436 Promotions	$1,000.00	$500.00	$500.00	$0.00	$500.00	50.00%
E 101-46500-440 Other	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0.00%
E 101-46500-580 Capital Outlay	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
E 101-46500-710 Transfers Out	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
DEPT 46500 Economic Develop mt	$65,666.00	$861.33	$6,045.97	$0.00	$59,620.03	

Habitat for Humanity®
South Central Minnesota

Are you currently renting? Are you willing to partner with Habitat for Humanity? If so, you might qualify for **homeownership**. Habitat for Humanity of South Central Minnesota is currently seeking a partnering family in need to purchase a Habitat home in Gaylord.

The City of Gaylord has donated three beautiful lots located at 104 – 2nd Street East, Gaylord and Habitat for Humanity is trying to find a qualified family. For more information, questions or to apply, applications are available upon request by contacting the Mankato office at (507) 388-2081 ext. 2 or by visiting our website at https://habitatscmn.org/how-to-apply/ and scroll down to download the full application. You can also pick up an application at City Hall. Information is available on income guidelines and qualifications. Habitat is part of a global initiative and has built around 140 homes in south central Minnesota. Habitat is continuing to build relationships in the Gaylord area to provide decent and affordable housing. Habitat for Humanity is an Equal Housing Opportunity lender located at 1730 Bassett Drive, Mankato, MN 56001.

If you have any City related questions, please call
Lory Young, City Administrator at 507-237-2338.

EQUAL HOUSING OPPORTUNITY

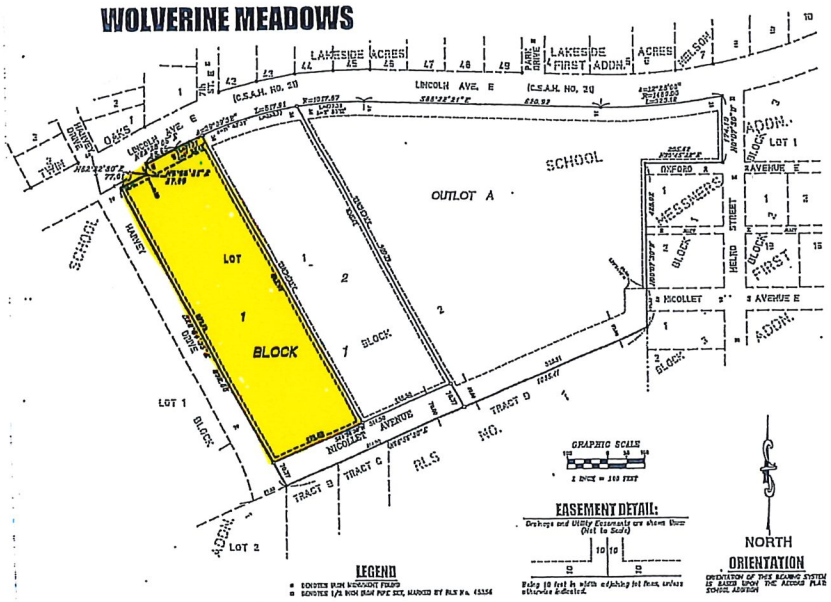
Wolverine Meadows

CITY OF GAYLORD
COUNTY OF SIBLEY
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Gaylord, Sibley County, Minnesota, will hold a public hearing on Wednesday, May 15, 2019, at 7:00 p.m., at the Gaylord City Hall, in the City of Gaylord, Minnesota, relating to the proposed establishment of Development District No. 6, adoption of Development Plan for Development District No. 6, establishment of Tax Increment Financing District No. 6-1 within the Development District, and the adoption of a Tax Increment Financing Plan relating to thereto, pursuant to Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act"). Copies of the proposed Development Plan, and the proposed Tax Increment Financing Plan will be on file and available for public inspection at the office of the City Clerk at City Hall.

The property proposed to be included within Development District No. 6 is described in the proposed Development Plan on file in the office of the City Clerk. The property proposed to be included within Tax Increment Financing District No. 6-1 is described in the Tax Increment Financing Plan on file in the office of the City Clerk. The boundaries of Development District No. 6 and Tax Increment Financing District No. 6-1 are shown in the adjacent map.



All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing to City Hall, P.O. Box 987, 332 Main Avenue, Gaylord, MN 55334.

BY ORDER OF THE CITY COUNCIL

Lory Young, City Administrator
City Clerk

SEH

Building a Better World
for All of Us®

March 26, 2019

RE: City of Gaylord, Minnesota
2019 Third Street Extension
SEH No. GAYLO 149157

Honorable Mayor
and Members of the City Council
PO Box 987
Gaylord, MN 55334

Dear Mayor and Council Members:

At 10:00 a.m., Tuesday, March 26, 2019, seven bids were received for the above-referenced project. The bids ranged from a high of $734,104.24 to a low of $650,677.00. The Engineer's Estimate was $628,576.30. The low bid was submitted by Dirt Merchant Inc. The results were as follows:

Contractor	Total Bid
Dirt Merchant Inc. Mankato, MN	$650,677.00
Land Pride Construction Paynesville, MN	$683,754.15
Kuechle Underground Inc. Kimball, MN	$705,292.51
M.R. Paving and Excavating, Inc. New Ulm, MN	$707,216.23
Duininck, Inc. Prinsburg, MN	$710,903.71
Wm. Mueller & Sons, Inc. Hamburg, MN	$734,104.24
Ryan Contracting Co. Elko, MN	$747,730.00

The low bid was about 3.5% above the engineers estimate. A wet 2018 construction season and an early fall resulted in delayed or incomplete 2018 construction work, affecting 2019 prices. Some contractors have less capacity as they work to complete projects that carried over from last year. Oil prices for bituminous have been volatile and we have been told that raw material prices are increasing for aggregates, which could be a result of local supplier consolidation and limited supply. We believe that rebidding the project would not result in a substantial savings and delays to starting the work by rebidding may actually result in higher costs.

We find no reason to deny awarding the contract to Dirt Merchant Inc. Dirt Merchant Inc. has done satisfactory work with SEH previously. If the council agrees, it is recommended that you make the award to this contractor.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Justin Black, PE
Project Manager
(Lic. MN)

jb
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3RD Street Extension Project (Pond Meadows)

Task	Date
Present Feasibility Report; Council Calls for Hearing on Improvement	**February 6, 2019**
Publish Notice of Hearing on Improvement	Thursday, February 7 and February 14, 2019 (Submit to Hub Tuesday, February 5, 2019, prior to council meeting)
Public Hearing; Council Authorizes Preparation of Plans and Specifications; Present Final Plans and Specifications; Council Authorizes Advertisement for Bids	**February 27, 2019**
Publish Advertisement for Bids	Thursday, February 28, March 7, and March 14, 2019 (Submit to Hub Tuesday, February 26, 2019, prior to council meeting)
Open Bids	**March 26, 2019**
Council Consider/Award Bids; Calls for Assessment Hearing	April 3, 2019
Publish Notice of Hearing on Proposed Assessments	**Thursday, April 11, 2019 (Submit to Hub Tuesday, April 9, 2019)**
Council Holds Assessment Hearing	~~May 1, 2019~~ June 5TH
Construction Begins	**Spring 2019** May 27TH
Substantial Completion	Fall 2019 Aug 1ST
Final Completion	**Summer 2019**

SEH

Building a Better World for All of Us®

5/10/2019

PROPOSED ASSESSMENT SCHEDULE
2019 THIRD STREET EXTENSION
GAYLORD, MINNESOTA
SEH NO. GAYLO 149157
APRIL 23, 2019

Task	Date
Council Calls for Assessment Hearing	May 1, 2019
Publish Notice of Hearing on Proposed Assessments	Thursday, May 16, 2019 (Submit to Hub Tuesday, May 14, 2019)
Council Holds Assessment Hearing/Adopts Assessments	June 5, 2019

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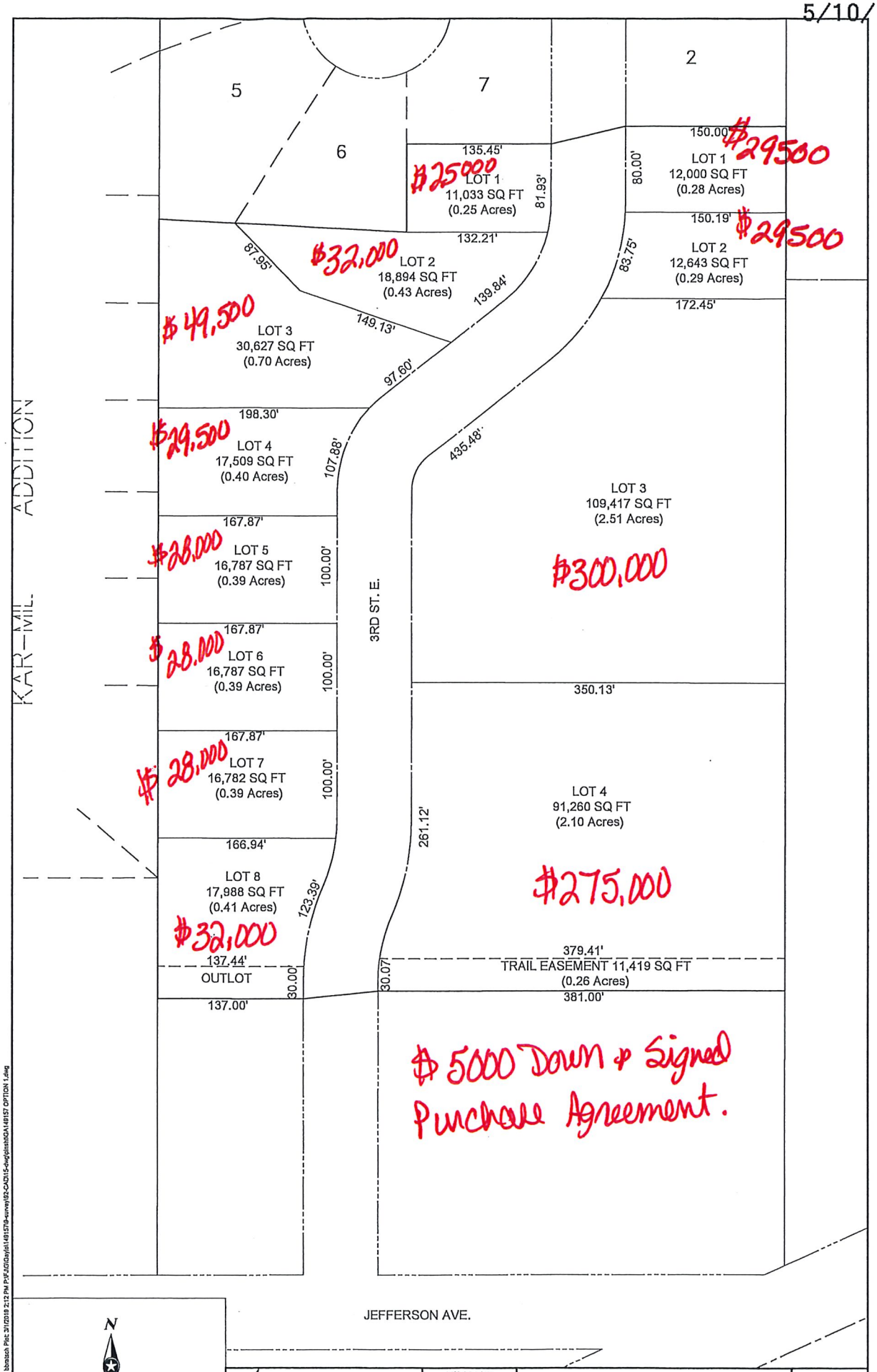
5/10/2019



SEH PHONE: 800.838.8666 1390 HWY. 15 S. SUITE 200, PO BOX 308 HUTCHINSON, MN 55350 www.sehinc.com	FILE NO. GAYLO 149157 DATE: 3/1/19	2019 MEADOW WOOD LOT LAYOUT WITH DIMENSIONS	EXHIBIT NO. 1

Sample

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
CHERRY LANE ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned City of Riverside, Iowa, being the Subdivider and Owner of all the lots in the subdivision to Riverside, Iowa, known as Cherry Lane Addition, the dedication of which subdivision is recorded in Book _____, Page _____, in the office of the County Recorder of Washington County, Iowa, for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following covenants and restrictions on each lot in said subdivision which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land. The term "Owner," as used in these restrictive covenants, shall refer to the person or persons (including any entity) who holds the legal title to any lot, or the equitable title when purchasing under contract. The legal title retained by a vendor selling under a contract that is essentially a security device shall be excluded from the term "Owner."

A. GENERAL RESTRICTIONS.

1. Construction of a dwelling must commence within two (2) years and the dwelling must be completed within three (3) years from the date of sale of a lot.

Violation of this covenant shall result in a $2,000.00 penalty assessment per year, beginning on the date of violation.

2. All lots shall be used only for structures and purposes permitted by the zoning laws and regulations of the City of Riverside, Iowa, and as more particularly provided herein. The land use for the lots within the subdivision shall be designated as R-1.

3. The following provisions shall be applicable to construction of the subdivision lots:

(a) No lot shall be subdivided. (A zero lot line survey shall not be considered a subdivision.) No residential lot shall be subdivided to a configuration different than its original configuration. This provision shall not prevent the conveyance of a portion of one (1) lot to the abutting property owner, as long as the conveyance does not result in an additional building lot or violate any setback requirements.

(b) All lots shall be limited to single-family dwellings.

4. All single-family dwellings erected on a lot, no building shall be erected that has a ground floor living area of less than one thousand, three hundred (1,300) square feet in the case of a one (1) story structure nor less than nine hundred (900) square feet in the case of a one and one-half (1½) or two (2) story structure, provided that said one and one-half (1½) or two (2) story structure contains a minimum of one thousand, four hundred (1,400) square feet. Garages, breezeways, screened porches, open porches, decks or third-story square footage shall not be considered as ground floor area.

5. Prior to any construction, the plans and specifications for the proposed structure shall be submitted to the City of Riverside. In addition to plans and specifications for the structure, the application shall show the materials to be used and the exterior color scheme proposed. The application shall also set forth a time schedule for construction of improvements and in no event will the application be approved when the proposed construction will take longer than twenty-four (24) months.

Detached buildings shall be sided and roofed with the same material as the principal structure and shall be in the same color. The design and location of any storage building or gazebo must be approved, in advance, by the City.

The City shall retain architectural control over the improvements on all lots of the subdivision, according to the following terms and conditions:

(a) No building, fence, wall or other structure shall be commenced, erected or maintained within the subdivision, nor shall any exterior addition, change to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved by the City.

(b) Complete plans and specifications for the proposed construction shall be submitted to the City or its assignee for approval. In addition to the plans and specifications for proposed structures, the application for approval shall show the location and type of any fences, parking areas, plantings, landscaping and exterior lighting and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the color scheme proposed. The application shall also set forth a time schedule for the construction of such improvements and, in no event, will an application be approved when the proposed construction will not be commenced within two (2) years from the date of application.

(c) In the event any proposed construction is not commenced within one (1) year from the date the construction has been approved by the City, said approval shall lapse and it shall be the responsibility of the lot owner to reapply for approval prior to commencement of construction. Once commenced, construction shall proceed in a diligent manner to completion.

6. During the course of construction, all building contractors shall keep mud, dirt, debris and building material off of all City streets and other building lots. All field tiles severed shall be rerouted and reconnected. Prior to the commencement of construction of any housing structure, the building contractor shall deposit with the

City the sum of five hundred dollars ($500.00) which will be held by the City until all construction is completed. The funds thus escrowed will be used to pay the cost by the City to remove those materials from the streets and other subdivision lots as well as to repair any damage done to the subdivision streets by the building contractor or subcontractors. In addition, lot owners are personally responsible and liable for any damages to the streets or other subdivision improvements caused by contractors or subcontractors performing work upon their property or on their behalf.

During construction of any type of lot within the subdivision, it shall be the responsibility of each lot owner to ensure that the construction sites are kept free of unsightly accumulation of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.

As part of the construction, each lot owner and the contractor or subcontractor for each lot owner shall be responsible to grade, landscape and maintain his or her lot in such a manner as to minimize damage that might result to other lots or common areas as a result of erosion and surface water drainage. Lot owners and their contractors or subcontractors shall be directly responsible for compliance with NPDES requirements.

7. No mobile home trailer, travel trailer, mobile home or motor home shall be constructed or located on any lot. Unattached garages or other buildings and structures are to be in harmony with the home and are specifically subject to the approval of the City.

No trailer, basement, shack, garage, barn or other outbuilding on a lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

No outside antennas or towers, other than one (1) satellite dish not to exceed thirty-six (36) inches in diameter located so as not to be visible from the street, may be installed. No ham radio tower or antenna is permitted anywhere in the subdivision.

No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles, or any other vehicles, or machinery or parts thereof, including scrap metals or other scrap materials shall be permitted to be upon or remain upon any lot or roadway within the

subdivision. No personal property shall be stored or left upon a lot, except within the garage located upon the lot. No act constituting a nuisance as defined under the provisions of Chapter 657 of the Code of Iowa, City of Riverside Code of Ordinances, or the case law of the courts of the State of Iowa shall be permitted.

No plants or seed, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot in the subdivision. Each lot owner shall plant in the front yard two (2) trees, each with a minimum trunk diameter of two (2) inches and of one (1) or more of the following types: Trees approved/recommended by the Iowa DNR or Trees Forever.

8. Applicable provisions of the City of Riverside, Iowa, zoning ordinances and building regulations shall govern setback requirements. No fences will be installed along any boundary line or within any subdivision lot without the approval of the City. All utilities serving each lot shall enter such lot underground and remain underground until the point of its entry into the improvement on such lot. The term "utilities" shall include but not limited to water, sewer, electricity, gas, cable television and telephone When practicable, utilities shall use and share the same excavated trench.

Permanent outdoor lighting must be approved by the City. Only decorative poles may be used. No wooden poles will be permitted. No overhead wiring of any type, including wiring to outdoor lighting or outbuildings, will be permitted. All wiring and utility service within the subdivision, including cable television, will be delivered by buried cable or wire service.

9. Structure foundations shall be constructed of poured concrete. Roofs shall be constructed with a minimum of 5 - 12 pitch. A minimum two (2) car and maximum of three (3) car garage is required. The lot Owner, prior to occupancy, will construct sidewalks in accordance with the city code. All non-timbered areas or landscaped areas shall be seeded or sodded.

No swimming pools of any type shall be erected or installed on the lots, unless approved in writing by City. A swimming pool shall be defined as any opening larger than forty (40) square feet of surface water. All swimming pools must be three-fourths (¾) below the normal ground level when properly graded to drain.

10. No obnoxious or offensive trade or activity shall be carried on upon any lot or shall anything be done therein which shall become an annoyance or nuisance to the neighborhood. No home business shall be carried on upon any lot without prior written approval of the City and in full compliance with city, state and federal laws governing such business.

Each lot owner, whether the lot is vacant or improved, shall keep the lot free of debris and agrees to take all steps necessary to control erosion. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers with properly fitting lids. All containers and equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and concealed from public view. No open burning within the subdivision shall be allowed, except as permitted by the City.

11. No animals, exotic animals or livestock shall be raised or kept within the subdivision except for usual household pets, provided that same are not kept or maintained for commercial purposes. Pets shall be managed in such way that they do not interfere with the quiet enjoyment of property by other lot owners. Any person owning or keeping a pet shall be responsible for and shall at all times clean up any waste from such pet. Said pet shall be on a leash when walked by the owner thereof. Pets, which continue to make loud noises, damage shrubs or other flora, or attack other pets or persons, shall be considered a nuisance.

12. Motor vehicles used by residents shall be parked in areas designated in the building plan parking areas. There shall be provided on each lot sufficient off-street parking area including driveway for the parking of at least two (2) vehicles, which area shall be hard surfaced. No motor vehicle shall be parked at any time or in any manner which would interfere with the flow of traffic.

All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage enclosure or on a paved slab located at the side or in the rear of the home. Motorized pleasure equipment, i.e. snowmobiles, trail bikes and all terrain vehicles, shall not be operated within the development.

13. The owner of any building damaged by fire or act of God shall within ninety (90) days, unless an extension of time is obtained from the City, commence

restoration or removal of said building. Work shall be completed within one (1) year after such event.

In the event of the total destruction of any building, the owner shall, within ninety (90) days after the event, commence removal of the debris and restore the site to satisfactory condition. Site removal shall be completed within thirty (30) days of its commencement date. If any owner fails to commence removal of any debris within the time period specified above, any lot owner or the City shall have the right to enter upon the land, remove the debris and be entitled to repayment of the expenses incurred from the owner of the lot. Any unpaid advanced expenses shall become a lien on the benefited lot, upon filing of notice of the same in the office of the Washington County Recorder. Prior to entering the land, notice must be provided to the owner of the benefited lot, ten (10) days prior to entry upon the land.

14. Perpetual easement for utility purposes is reserved on a portion of each lot as designated on the final subdivision plat. No improvements, fences, trees or shrubs shall be placed within the easement right-of-way, which will in any manner interfere with the installation and maintenance of the utilities within the easement right-of-way.

B. MISCELLANEOUS.

1. Each of the covenants shall continue and be binding for an initial period of twenty-one (21) years from the date of these Protective Covenants and Restrictions.

2. The covenants shall run with the land and bind Owners, their successors, grantees and assigns, and all other parties claiming by, through or under them.

3. The City, its designee, successors or assigns, and each Owner or Owners of any of the residences from time to time shall have the right jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants in addition to the right to bring an ordinary legal action for damages.

In no event shall the failure of the City or any Owner to enforce any of the covenants as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney fees from the other party.

4. The record owners in fee simple of the residences in the subdivision may modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this declaration and may release the real estate from the covenants, but only at the following time and in the following manner:

(a) Any such change or changes may be made effective at any time from the date of recording of this declaration if the record owners in fee simple of eighty percent (80%) of the lots in the subdivision consent to such change in writing.

(b) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners and recorded in the office of the Recorder of Washington County, Iowa. A recordable certificate by an accredited abstractor, title guaranty company doing business in Washington County, Iowa, or a Washington County attorney as to the record ownership of the real estate shall be deemed conclusive evidence with regard to compliance with the provisions of this section.

(c) City reserves the right to amend these covenants any number of times on or before June 30, 2016, without the consent of the Owners of any of the lots in the subdivision.

5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained herein, such holding shall not impair, invalidate or otherwise affect the remainder of these Protective Covenants and Restrictions which shall run in full force and effect.

6. A written or printed notice, deposited in the United States Post Office, postage prepaid and addressed to any Owner at his or her last address, shall be sufficient prior notice to such Owner wherever notices are required in these Protective Covenants and Restrictions.

CITY OF RIVERSIDE, IOWA

By:_____
Allen Schneider, Mayor

ATTEST:_____
Lory Young, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF WASHINTON)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and Lory Young, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council; and that Allen Schneider and Lory Young acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

Lory Young

From: Stephen Sherf <hcgroup2@gmail.com>
Sent: Tuesday, May 7, 2019 2:42 PM
To: Lory Young
Subject: Hotel Study

Hello Lory,
I am back in town and working on the hotels study. Could you please check on the retainer. I have not yet received it. My address is:
Hospitality Consulting Group
5315 Eureka Road
Excelsior, MN 55331

Thank you

--
Stephen Sherf
Hospitality Consulting Group
612-867-1649

Affiliated with: Leines Hotel Advisors

Minnesota Housing Partnership

GREATER MINNESOTA HOUSING FUND

2018-2019 HOUSING INSTITUTE
Workshop 5 – Agenda
May 14 - 15, 2019

Tuesday, May 14, 2019

3:00	Arrival & Check-In *Hotel staff will guide you to the registration table*
3:30	Housing Institute Registration
4:00	Welcome, Agenda Review
4:15	Blue Water Senior Housing Case Study *Barbara Dolan, Minnesota Housing Partnership*
5:00	A Respectful Conversation; Focusing on Creating an Even Better Community! *Victoria McWane-Creek; Minnesota State Community and Technical College*
6:00	Dinner
7:00	A Prairie Homeless Companion *Maren Ward, Zamya Theater; Ashley Ward, Place Based Productions*

Wednesday, May 15, 2019

8:00	Breakfast
9:00	Close to home: An Overview of Local Housing Trust Funds *Casey Lauderdale, MHP Community Development Officer* *Elizabeth Glidden, MHP Director of Strategic Initiatives and Policy*
10:00	Break – Hotel Checkout
10:15	The MHFA Consolidated RFP: An Inside Look *Tal Anderson, MHFA*
11:30	Introduction of Funders and Team Elevator Pitches *Tal Anderson, MHFA; Deb Flannery, GMHF; Stephanie Vergin, Alicia Jones, Dawn Winter, USDA-RD*
11:45	Lunch
12:45	Funders Round Table Part 1
1:15	Funders Round Table Part 2
1:45	Funders Round Table Part 3
2:15	Where do we go from here? *Survey and discussion – led by Barbara Dolan, MHP*
3:00	Team reflection, workshop evaluation and Commencement