



CITY OF CORCORAN
Corcoran City Council Agenda
April 13, 2023 - 7:00 pm

HYBRID MEETING OPTION AVAILABLE
The public is invited to attend the regular Council meetings at City Hall.

Meeting Via Telephone/Other Electronic Means

Call-in Instructions:

+1 312 626 6799 US

Enter Meeting ID: 824 3748 2717

Press *9 to speak during the Public Comment

Sections in the meeting.

Video Link and Instructions:

<https://us02web.zoom.us/j/82437482717>

visit <http://www.zoom.us> and enter

Meeting ID: 824 3748 2717

Participants can utilize the Raise Hand function to be recognized to speak during the Public Comment sections in the meeting. Participant video feeds will be muted. **In-person comments will be received first, with the hybrid electronic means option following.**

For more information on options to provide

www.corcoranmn.gov

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Agenda Approval**
4. **Commission Representatives***
5. **Open Forum – Public Comment Opportunity**
6. **Presentations/Recognitions**
 - a. Commissioner Anderson*
7. **Consent Agenda**
 - a. 2022-07-14 Draft Council Minutes*
 - b. 2022-07-28 Draft Council and Work Session Minutes*
 - c. Financial Claims*
 - d. Delegated Contract Process Agreement - MNDOT*
 - e. Mandatory Utility Connections – Chapter 51 Ordinance Amendment*
 - f. NE Water Supply Infrastructure Improvements – Grant Assistance Proposal*
 - g. Resolution 2023-23 NW Area Jaycees Tree Donation*
 - h. Resolution 2023-24 Accept Truck Safety Donations*
 - i. Resolution 2023-25 NW Trails Resolution of Support*
 - j. Schedule Work Session – April 27 – Firearms Ordinance*
 - k. Trail Haven Bridge Replacement – Pay Request 1*
 - l. Watershed Letter of Support*
 - m. Gmach ADU Conditional Use Permit*
8. **Planning Business – Public Comment Opportunity**
 - a. Corcoran Meat Locker*
 - b. PUD Ordinance Amendment Discussion*
9. **Unfinished Business – Public Comment Opportunity**
 - a. 2023A Bond Sale*
 - b. 2022-2023 Capital Improvement Plan Purchases & Admendments*
 - c. City Center Drive and 79th Place Street Improvements*
 - d. City Administrator Performance Evaluation*
10. **New Business – Public Comment Opportunity**
 - a. Ravinia Development Surety Request*
 - b. Hunters Ridge Street Improvements - Feasibility Report Proposal*
 - c. Public Works Job Descriptions and Hiring Authorization*
11. **Staff Reports**
 - a. Hackamore Road Improvements – Bid Update
 - b. Cropland Bid Results April 7, 2023*
12. **Closed Sessions**
 - a. Hackamore Road Improvements and Purchase of Property
13. **2023 City Council Schedule***
14. **Adjournment**

**Includes Materials - Materials relating to these agenda items can be found in the Council Chambers Agenda Packet book located by the entrance. The complete Council Agenda Packet is available electronically on the City website at www.corcoranmn.gov.*

STAFF REPORT

Agenda Item: 4.

Council Meeting: April 13, 2023	Prepared By: Michelle Friedrich
Topic: Commission Representatives	Action Required Informational

Summary

The advisory commission representatives for the April 13, 2023, Council meeting are as follows:

- Planning Commission: Tom Anderson
- Parks and Trails Commission: Mark Lanterman

Financial/Budget

N/A

Council Action

N/A

Attachments

N/A



HENNEPIN COUNTY
MINNESOTA



Commissioner Kevin Anderson

- Serving District 7 since 2021.
- 20 Years experience in Information Technology
- Volunteers at Church, Schools, Scouts and others.
- Chair of Public Works Committee
- Vice Chair of Human Services, Serves on Audit, Hennepin History Museum, Metropolitan Emergency Services Board, Mosquito Control Executive Committee, Transportation Advisory Board, Active Living Hennepin, AMC Transportation and Infrastructure Policy Committee

2022 District 7 Highlights

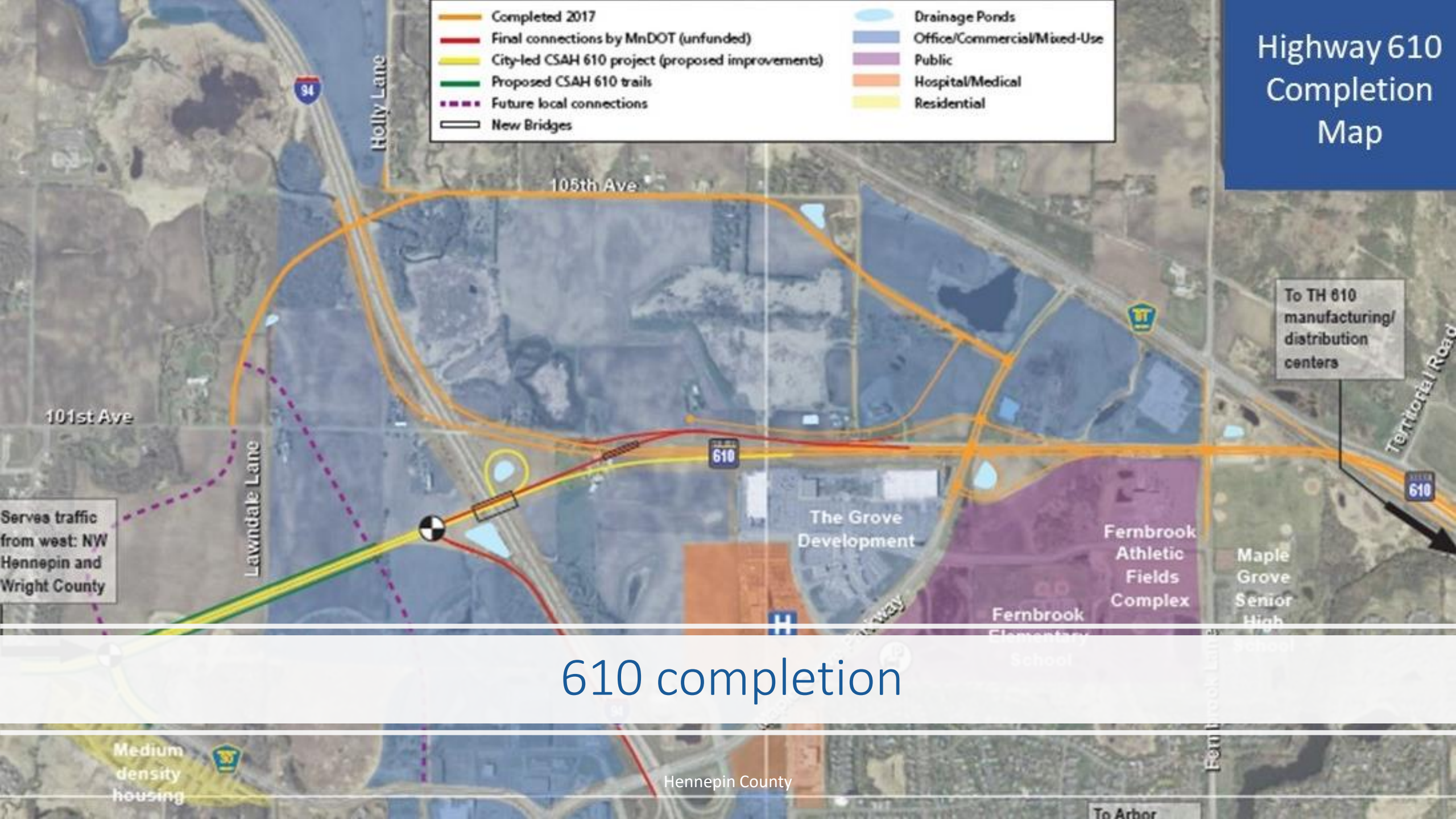


Broadband Expansion



Hennepin County

Highway 610 Completion Map



610 completion

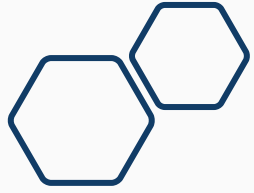
Community Outreach & County Community Programs





Veterans Work





Mental Health Roundtables



Youth Sports Grant

- **2022/23 Facility grant recipients**
 - City of Loretto, \$49,500 at Loretto Athletic Complex and Recreation Park
 - City of Corcoran for \$300,000 at City Park
 - Maple Grove Parks and Recreation for \$300,000 at Lakeview Knolls
- **2022 Playground grant recipients**
 - City of Dayton: \$50,000 at Hayden Hills Park
 - Westonka Public Schools ISD 277: \$25,000 at Hilltop Primary School
 - Maple Grove Parks and Recreation: \$50,000 at Gleason Fields Athletic Complex





Corcoran & Hennepin County

2023 Hennepin County Budget Overview



Questions?





CITY OF CORCORAN
City Council Minutes
July 14, 2022 – 7:00 pm

The Corcoran City Council met on July 14, 2022, in Corcoran, Minnesota. The City Council meeting was held in person and the public was present in person and remotely through electronic means using the audio and video conferencing platform Zoom.

Mayor McKee, Councilor Bottema, Councilor Nichols, and Councilor Vehrenkamp were present.

City Administrator Beise, City Clerk Friedrich, Planner McKeown, and Public Works Director Mattson were present.

1. Call to Order/Roll Call

Mayor McKee called the meeting to order at 7:00 pm.

2. Pledge of Allegiance

Mayor McKee invited all in attendance to rise and join in the Pledge of Allegiance.

3. Agenda Approval

City Administrator Beise noted item 6b, Watershed Presentation by Commissioner Guenther will be rescheduled to future meeting, an addition of item 10a, Discussion of Draft Resolution Supporting Broadband Grant with additional documents from providers, and the addition of a closed session to discuss a medical/health data, item 12.

MOTION: made by Nichols, seconded by Vehrenkamp to approve the agenda as modified.

Voting Aye: McKee, Bottema, Nichols, and Vehrenkamp
(Motion carried 4:0)

4. Commission Representatives

Mayor McKee noted Planning Commissioner Shoulak and Parks and Trails Commissioner Friedrich were present via electronic means.

5. Open Forum (Public Comment Opportunity)

Mayor McKee invited residents to communicate in-person or telephonically during Open Forum for items not included on the agenda. City Administrator Beise explained the instructions to participate in the meeting via the Zoom video format and reviewed instructions for participation in the meeting through telephone or computer. No persons participated in the public comment opportunity.

6. Presentations/Recognitions

- a. Planning Commission Recognition – Dean Jacobs

Mayor McKee read a resolution recognizing Planning Commissioner Jacobs for his 13 years of service. Council thanked Commissioner Jacobs for his community service contributions.

- b. Watershed presentation by Commissioner Guenther was scheduled to future Council meeting.

7. Consent Agenda

- a. Financial Claims
b. Resolution 2022-81 Approving Tobacco Licenses
c. Resolution 2022-82 Approving Charitable Gambling Permit – St. Thomas Church
d. Resolution 2022-83 Establishing Absentee Ballot Board
e. Planning Commission Resignation and Vacancy
f. Draft Response to Medina Comprehensive Plan Amendment for Cates Ranch Industrial
g. Pay Request 1 – CR 10 and Walnut Lane Turn Lane Improvements
h. Pay Request 2 – Municipal Well #1

Council requested item 7g., be pulled for discussion and comment.

MOTION: made by McKee, seconded by Bottema to approve agenda items 7a-f, and 7h, as presented.

Voting Aye: McKee, Bottema, Nichols, and Vehrenkamp
(Motion carried 4:0)

Council noted concern of wetland area, west of Walnut Lane regarding item 7g, and the turn lane improvements. Public Works Director Mattson responded to the question and noted the wetland concern would conclude with the Rush Creek Reserve second addition as the paving of turn lanes is completed.

MOTION: made by Vehrenkamp, seconded by Bottema to approve agenda item 7g., as presented.

Voting Aye: McKee, Bottema, Nichols, and Vehrenkamp
(Motion carried 4:0)

8. Planning Business (Public Comment Opportunity)

Mayor McKee invited residents to communicate in-person or telephonically during the public comment opportunity for Planning Business. City Administrator Beise explained the instructions to participate in the meeting via the Zoom video format and reviewed instructions for participation in the meeting through telephone or computer. No persons participated in the public comment opportunity.

a. Concept Plan – Lee Open Space and Preservation Sketch Plan

Planner Davis presented the open space and preservation sketch plan. Planner Davis noted the plan includes 12 residential lots and 45 acres of preserved farmland with two of the existing home sites frontages on Oakdale Drive and 10 new lots accessible with the extension of Heather Lane. Planner Davis noted the plan includes two outlets to be used as a tree farm towards the southwest. Planner Davis reviewed an existing structure on a four-acre parcel would serve as the residence and operational base for the applicant. Planner Davis noted the applicant wishes to retain all the existing structures as they currently exist which includes two residences and 9-10 accessory structures. Planner Davis reviewed staff concerns regarding the two residences on the parcel, sacrificing building rights if one of the residences is not removed. City Administrator Beise reviewed a possible PUD regarding setbacks, limitations on wetlands, and floodplains. City Administrator Beise noted community well sites within the concept sketch, and additional buffering requirements on the Oakdale lots. Council and staff discussed individual wells for each home, noting community or shared septic and well system would require a PUD per code. Staff noted long-term maintenance issues with community septic systems. Council was not in favor of utilizing one building right for two residential homesteads. Council and staff reviewed accessory building sizes, square footage, and what would be allowed under code. Council noted advantages of a PUD, noting City value in an on-road trail in the area on the long-range plan, and an off-road trail easement when the property converts in the future. Council discussed creation of a trail easement with one-year annual lease to farm and continue to use it until such a time as the property develops. Council noted keeping existing neighborhoods in mind regarding buffering.

Mark Lee, applicant, noted intent of property purchase was to grow trees, plant trees, and have tillable ground for their tree growing business and noted all the buildings are currently in use either for trees or storing equipment.

Council inquired if applicant is using the home itself. Mr. Lee noted the two homes on the property, noted one was completely remodeled into a new home, and is currently lived in by his son. The second home is an older home, likely one of the oldest in the city and is in disrepair but would be a unique structure if it was remodeled. Council and applicant discussed open space requirements with developments. Council reviewed options for having the second home removed, accessory building size calculations, homeowner association and open space definition according to current code.

9. Unfinished Business

Mayor McKee invited residents to communicate in-person or telephonically during the public comment opportunity for Unfinished Business. City Administrator Beise explained the instructions to participate in the meeting via the Zoom video format and reviewed instructions for participation in the meeting through telephone or computer. No persons participated in the public comment period.

a. Administrative Department Reorganization – Phase 2

City Administrator Beise reviewed the reorganization includes a slight change from the original communications/public works administrative assistant, and instead planning for a public works administrative assistant and a part-time communications assistant. City Administrator Beise noted the 2023 budget can accommodate the change.

MOTION: made by Bottema, seconded by Vehrenkamp to approve the Administrative Department Reorganization – Phase 2, incorporating a full-time public works administrative assistant, and a part-time

communications assistant.

Voting Aye: McKee, Bottema, Nichols, and Vehrenkamp

(Motion carried 4:0)

b. Ordinance Priority Discussion

City Administrator Beise outlined the proposed numerous ordinance changes and additions and detailed a priority list of staff recommendations to move forward with an amendment for fences and lots with multiple frontages, creation of a rental ordinance, and PUD ordinance objectives and standards. Council noted including a manure ordinance on the schedule at some point and include standards similar in neighboring communities. Council and staff discussed hiring staff or utilizing current staff for code enforcement with the rental ordinance. Council consensus directed staff to focus on staff recommendations for ordinance priorities for 2023.

c. Schedule Work Sessions

Council discussed work sessions on July 28 for PUD ordinance discussion, and August 11 for the draft budget review, at 5:30 pm. Mayor McKee called work sessions for July 28, and August 11, at 5:30 pm.

10. New Business

Mayor McKee invited residents to communicate in-person or telephonically during the public comment opportunity for New Business. City Administrator Beise explained the instructions to participate in the meeting via the Zoom video format and reviewed instructions for participation in the meeting through telephone or computer. No persons participated in the public comment period.

a. Broadband Project Discussion

City Administrator Beise outlined an overview of broadband discussions with procurement of a grant in August 2021. City Administrator Beise reviewed the two different broadband grants. City Administrator Beise reviewed the grant with Comcast is \$3.7 million dollar project, and noted funding through Comcast at 65%, the state at 30%, and the city/county contribution of 5% and proposed use of ARPA Federal funds to support the city contribution. City Administrator Beise noted the broadband project would service approximately 493 homes in Corcoran. City Administrator Beise presented a map with notations where there is a significant portion of homes within the City that do not currently have broadband service.

MOTION: made by McKee, seconded by Vehrenkamp to approve Resolution 2022-85 Support for Funding the City of Corcoran Broadband Expansion Project, and direct staff to proceed with partnering with Comcast for the State aid grand application, partnering with Hennepin County for additional grant funding, and authorizing the expenditure of up to \$110,000 of the American Rescue Plan.

Voting Aye: McKee, Nichols, and Vehrenkamp

Nay: Bottema

(Motion carried 3:1)

11. Staff Reports

12. Closed Session – Medica/Health Data

“The City Council is going into closed to discuss non-public health and medical data which must be discussed in a closed session per Minn. Stat. § 13D.05 subd. 2(a)(3 and 4)”.

Mayor McKee recessed the Council meeting at 8:45 pm on July 14, 2022.

Mayor McKee reconvened the Council meeting at 8:55 pm on July 14, 2022.

“In the closed session the city council discussed non-public health and medical data which must be discussed in a closed session per Minn. Stat. § 13D.05 subd. 2(a)(3 and 4); staff was provided direction”.

MOTION: made by McKee, seconded by Nichols to accept a Motion, and approve the notice of separation.

Voting Aye: McKee, Bottema, Nichols, and Vehrenkamp

(Motion carried 4:0)

13. 2022 City Council Schedule

Council received schedule.

13. Adjournment

MOTION: made by McKee, seconded by Bottema to adjourn.

Voting Aye: McKee, Bottema, Nichols, and Vehrenkamp

(Motion carried 4:0)

Meeting adjourned at 9:03 pm on July 14, 2022.

DRAFT

STAFF REPORT

Agenda Item: 7b.

Council Meeting: April 13, 2023	Prepared By: Michelle Friedrich
Topic: Draft Council Work Session Minutes –July 28, 2022 Draft Council Minutes – July 28, 2022	Action Required: Informational

Summary:

Draft Minutes for the Council Work Session and draft Minutes for the Council Meeting for July 28, 2022, will be provided separately to Councilmembers via email and will be placed in the City Hall Agenda Packet and on the website when available. The anticipated date is Tuesday, April 11, 2023.

FINANCIAL CLAIMS

CHECK RANGE

FUND #500 ESCROW CLAIMS

Paid to	Amount	Project name
SEE THE REGISTER FOR #500 CLAIMS		

Total	\$0.00	
Total Fund #500 =		\$ -
(See attached Payments Detail)		

ALL OTHER FINANCIAL CLAIMS

Check Register		\$614,220.31
(See attached Check Detail Registers)		
Total Checks	\$	614,220.31
Total of Auto Deductions	\$	274,590.49
TOTAL EXPENDITURES FOR APPROVAL	\$	888,810.80

Auto Deductions / Electronic Fund Transfer / Other Disbursements

Date	Paid to	Amount	Description
3/23/2023	ADP	\$ 113,541.08	Net Payroll and Taxes
3/24/2023	MN State - Empower	\$ 5,741.60	Employee Deferred Comp/Healthcare Savings
3/24/2023	Optum Bank	\$ 4,456.42	Employee HSA
3/24/2023	MN PERA	\$ 24,705.88	Employee Pension
3/27/2023	Commercial Partners Titles	\$ 91,224.64	Hope Church - Water Tower Site Purchase
3/27/2023	Farmers State Bank	\$ 20.00	Wire Fee
4/3/2023	ADP	\$ 667.92	Payroll Processing Fee
4/3/2023	HealthPartners	\$ 32,161.66	Employee Health Insurance Premium
4/5/2023	Postalia	\$ 400.00	Postage
4/5/2023	The Hartford	\$ 1,671.29	Employee Disability Premium
Total		\$ 274,590.49	

JOURNALIZED
 PAID - CHECK TYPE: PAPER CHECK
 CHECK REGISTER - COUNCIL

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Che
Check 33593							
100-43100-50210	12/20/22	ACME TOOLS	CREDIT ADJUSTMENT	10435732.2	04/13/23	285.02	33
			Total For Check 33593			285.02	
Check 33594							
204-42100-50210	03/27/23	ALTA	FIREARM TRAINING AWARDS	14228	04/13/23	854.73	33
			Total For Check 33594			854.73	
Check 33595							
100-43100-50220	03/14/23	ASPEN EQUIPMENT COMPANY	KIT PUMP SHAFT	10247063	04/13/23	38.00	33
			Total For Check 33595			38.00	
Check 33596							
100-41900-50212	03/14/23	BEAUDRY OIL COMPANY	UNLEADED 87	2302050	04/13/23	40.07	33
100-42100-50212	03/14/23	BEAUDRY OIL COMPANY	UNLEADED 87	2302050	04/13/23	1,763.26	33
100-43100-50212	03/14/23	BEAUDRY OIL COMPANY	UNLEADED 87	2302050	04/13/23	200.38	33
100-43100-50212	03/14/23	BEAUDRY OIL COMPANY	ULS2 DYED KODIAK WINTER B5	2302049	04/13/23	1,793.74	33
100-43100-50212	03/08/23	BEAUDRY OIL COMPANY	ULS DYED KODIAK PLUS	2297609	04/13/23	532.16	33
			Total For Check 33596			4,329.61	
Check 33597							
100-00000-21710	04/06/23	JESSICA BEISE	EXPENSE REIMBURSEMENT	04062023	04/13/23	950.00	33
100-41320-50331	04/06/23	JESSICA BEISE	EXPENSE REIMBURSEMENT	04062023	04/13/23	71.53	33
			Total For Check 33597			1,021.53	
Check 33598							
408-48009-50303	03/29/23	BRAUN INTERTEC CORP	CONSTRUCTION MATERIALS TESTING - T	B337157	04/13/23	4,323.50	33
			Total For Check 33598			4,323.50	
Check 33599							
100-41900-50430	03/21/23	RYAN BURNS	WELLNESS TRAVEL REIMBURSEMENT	03212023	04/13/23	1,500.00	33
			Total For Check 33599			1,500.00	
Check 33600							
100-00000-22205	03/31/23	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3528	04/13/23	72.50	33
100-00000-22205-056	03/31/23	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3528	04/13/23	355.25	33
100-00000-22205-058	03/31/23	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3528	04/13/23	362.50	33
100-41600-50300	03/31/23	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3528	04/13/23	4,298.41	33
100-42100-50304	03/31/23	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3528	04/13/23	3,750.20	33
408-48010-50300	03/31/23	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3528	04/13/23	500.00	33
601-49400-50304	03/31/23	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3528	04/13/23	355.25	33
			Total For Check 33600			9,694.11	
Check 33601							
100-43100-50380	04/03/23	CENTERPOINT ENERGY	PUBLIC WORKS GAS BILL 02/28/23 - 0	9884559-7 03-23	04/13/23	1,284.57	33
			Total For Check 33601			1,284.57	
Check 33602							
100-41900-50210	03/26/23	CHRISTENSEN BUCK, JESSICA	EXPENSE REIMBURSEMENT	03262023	04/13/23	9.66	33
			Total For Check 33602			9.66	
Check 33603							
100-41900-50210	03/22/23	CINTAS - 470	CITY HALL MATS	4150134960	04/13/23	133.06	33
100-42100-50400	03/22/23	CINTAS - 470	LG BATH TOWEL BLUE	4150135074	04/13/23	55.12	33
100-42100-50400	03/29/23	CINTAS - 470	LG BATH TOWEL BLUE	4150852473	04/13/23	16.20	33
100-43100-50400	03/22/23	CINTAS - 470	CRT BLUE/CABINET	4150134981	04/13/23	87.81	33

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 PAID - CHECK TYPE: PAPER CHECK
 CHECK REGISTER - COUNCIL

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Che
Check 33603							
100-43100-50400	03/29/23	CINTAS - 470	LG BATH TOWEL BLUE	4150852467	04/13/23	55.12	33
100-43100-50400	03/29/23	CINTAS - 470	CRT BLUE/CABINET	4150852401	04/13/23	132.52	33
100-43100-50400	03/29/23	CINTAS - 470	GRAY MICROFIBER WIPES	4150852433	04/13/23	18.20	33
100-43100-50400	03/15/23	CINTAS - 470	GRAY MICROFIBER WIPE	4149483178	04/13/23	18.20	33
100-43100-50400	03/15/23	CINTAS - 470	LG BATH TOWEL BLUE	4149483236	04/13/23	55.12	33
100-43100-50400	03/15/23	CINTAS - 470	CRT BLUE/CABINET/SHOPTOWELS - RED	4149483265	04/13/23	132.52	33
100-43100-50417	01/18/23	CINTAS - 470	UNIFORMS	4143828652.1	04/13/23	194.17	33
100-43100-50417	03/22/23	CINTAS - 470	UNIFORMS	4150135134	04/13/23	194.17	33
100-43100-50417	03/29/23	CINTAS - 470	UNIFORMS	4150852431	04/13/23	194.17	33
100-43100-50417	03/15/23	CINTAS - 470	UNIFORMS	4149483392	04/13/23	194.17	33
Total For Check 33603						1,480.55	
Check 33604							
100-42100-50140	03/20/23	COLE, STEVE	WC CLAIM SETTLEMENT	03202023	04/13/23	100.00	33
Total For Check 33604						100.00	
Check 33605							
100-41920-50210	03/15/23	COMPUTER INTEGRATION TECH	THUNDERBOLTS & DOCKING STATIONS/LE	346791	04/13/23	3,857.00	33
100-41920-50210	03/28/23	COMPUTER INTEGRATION TECH	YEALINK MP54 IP PHONE (4)	347125	04/13/23	1,025.00	33
100-41920-50210	03/24/23	COMPUTER INTEGRATION TECH	12MO SUB RNWL ADOBE ACROBAT STANDA	347092	04/13/23	2,221.44	33
100-41920-50300	03/15/23	COMPUTER INTEGRATION TECH	FORTINET FORTICARE BUNDLE - EXTEND	346792	04/13/23	853.00	33
100-41920-50300	03/15/23	COMPUTER INTEGRATION TECH	MONTHLY BILLING FOR MARCH 2023	345853	04/13/23	1,622.00	33
100-41920-50300	03/15/23	COMPUTER INTEGRATION TECH	MONTHLY BILLING FOR APRIL 2023 (SI	346172	04/13/23	885.00	33
100-41920-50300	03/15/23	COMPUTER INTEGRATION TECH	AGREEMENT MANAGED SERVICES APRIL 2	346364	04/13/23	4,416.50	33
100-41920-50300	03/21/23	COMPUTER INTEGRATION TECH	IT SUPPORT SERVICES	346889	04/13/23	1,386.00	33
Total For Check 33605						16,265.94	
Check 33606							
100-41900-50210	03/31/23	CULLIGAN BOTTLED WATER	OFFICE WATER	100X07660108	04/13/23	86.00	33
Total For Check 33606						86.00	
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100-43100-50223	03/31/23	CUSTOM DOOR SALES INC	3 BTN STATION	0298633-IN	04/13/23	48.00	33
Total For Check 33607						48.00	
Check 33608							
100-42100-50300	03/31/23	DELETEME BY ABINE INC	PD TECH SERVICE	CORC-0002	04/13/23	101.24	33
Total For Check 33608						101.24	
Check 33609							
100-41900-50350	03/30/23	ECM PUBLISHERS INC	ORDINANCE NO. 2023-480	940144	04/13/23	63.32	33
100-41900-50350	03/30/23	ECM PUBLISHERS INC	ORDINANCE NO. 2023-479 (CITY FILE	940142	04/13/23	103.11	33
100-41900-50350	03/30/23	ECM PUBLISHERS INC	COUNTY RD 10 & BROCKTON LN TURN	940143	04/13/23	130.60	33
100-41900-50350	03/23/23	ECM PUBLISHERS INC	APRIL 6 PH CITY ORDINANCE AMENDMEN	938994	04/13/23	59.57	33
100-41900-50350	03/23/23	ECM PUBLISHERS INC	ONE YEAR RENTAL CROPLAND PARCEL BI	938993	04/13/23	75.20	33
100-41900-50350	03/23/23	ECM PUBLISHERS INC	MARCH 2 PH GMACH CUP	938992	04/13/23	43.54	33
Total For Check 33609						475.34	
Check 33610							
100-41500-50300	03/20/23	GALLAGHER BENEFIT SERVICES I	FYE2022 GASB 75 VALUATION	280841	04/13/23	2,100.00	33
Total For Check 33610						2,100.00	
Check 33611							
100-41900-50210	03/23/23	GOPHER SIGN COMPANY	CONSTRUCTION HOURS SIGNS	112211	04/13/23	868.07	33

JOURNALIZED
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Che
Check 33611			Total For Check 33611			868.07	
Check 33612							
601-49400-50380	03/31/23	GOPHER STATE ONE CALL	MARCH 2023 - SUPPORT SERVICES	3030316	04/13/23	43.20	33
602-49450-50380	03/31/23	GOPHER STATE ONE CALL	MARCH 2023 - SUPPORT SERVICES	3030316	04/13/23	43.20	33
			Total For Check 33612			86.40	
Check 33613							
100-45200-50210	03/20/23	GRAINGER	EAR PLUGS, CORDED	9645985434	04/13/23	38.01	33
			Total For Check 33613			38.01	
Check 33614							
100-42100-50305	02/28/23	HENN CO SHERIFF	JAIL CHARGES	1000203364	04/13/23	114.35	33
			Total For Check 33614			114.35	
Check 33615							
100-42100-50403	04/01/23	HOLIDAY COMPANIES	MARCH 2023 PD CAR WASH	003401042300	04/13/23	85.00	33
			Total For Check 33615			85.00	
Check 33616							
100-41900-50210	04/01/23	INTEGRATED PROTECTION SYSTEM	CENTRAL STATION ALARM MONITORING (79483		04/13/23	311.88	33
			Total For Check 33616			311.88	
Check 33617							
100-41320-50331	04/04/23	KATHY HUGHES	EXPENSE REIMBURSEMENT	04042023	04/13/23	13.10	33
100-41900-50321	04/04/23	KATHY HUGHES	EXPENSE REIMBURSEMENT	04042023	04/13/23	150.00	33
			Total For Check 33617			163.10	
Check 33618							
100-00000-36230	03/27/23	KEMMETMUELLER PHOTOGRAPHY	RETURNED DONATION	03272023	04/13/23	791.90	33
			Total For Check 33618			791.90	
Check 33619							
100-00000-22205	03/28/23	LANDFORM PROFESSIONAL SERVIC	BP22-0026, CORCORAN FARMS BP RZ PP	34194	04/13/23	79.00	33
100-00000-22205	03/28/23	LANDFORM PROFESSIONAL SERVIC	BP22-0015, WALCOTT GLEN FP AND FPU	34195	04/13/23	194.00	33
100-00000-22205	03/28/23	LANDFORM PROFESSIONAL SERVIC	BP23-0005, KARINIEMI WICHT SKETCH	34208	04/13/23	1,710.50	33
100-00000-22205	03/28/23	LANDFORM PROFESSIONAL SERVIC	BP23-0009; KARINIEMI WICHT SKETCH	34208.1	04/13/23	213.25	33
100-00000-22205	03/28/23	LANDFORM PROFESSIONAL SERVIC	BP23-0003, CHASTEK SKETCH PLAN (CI	34209	04/13/23	79.00	33
100-00000-22205	04/03/23	LANDFORM PROFESSIONAL SERVIC	BP22-0041; TOWER AP (CITY FILE 22-	34193	04/13/23	646.50	33
100-00000-22205	03/22/23	LANDFORM PROFESSIONAL SERVIC	BP22-0050, RED BARN PET RETREAT CO	34087	04/13/23	118.50	33
100-00000-22205	03/22/23	LANDFORM PROFESSIONAL SERVIC	BP22-0049, HOPE CONCEPT PLAN (CITY	34089	04/13/23	237.00	33
100-00000-22205-009	02/07/23	LANDFORM PROFESSIONAL SERVIC	BASS LAKE CROSSING 2ND FP, FINAL P	34077	04/13/23	103.25	33
100-00000-22205-017	02/07/23	LANDFORM PROFESSIONAL SERVIC	COOK LAKE HIGHLANDS FP AND FPUD (C	34081	04/13/23	316.00	33
100-00000-22205-017	03/17/23	LANDFORM PROFESSIONAL SERVIC	COOK LAKE HIGHLANDS FP AND FPUD (C	34188	04/13/23	215.50	33
100-00000-22205-017	03/20/23	LANDFORM PROFESSIONAL SERVIC	COOK LAKE PUD AMENDMENT CONCEPT (C	34207	04/13/23	1,745.00	33
100-00000-22205-024	02/07/23	LANDFORM PROFESSIONAL SERVIC	D&D SERVICE CUP SP AND VAR (CITY F	34083	04/13/23	269.00	33
100-00000-22205-056	02/07/23	LANDFORM PROFESSIONAL SERVIC	TAVERA 3RD ADDITION FP AND FPUD (C	34082	04/13/23	88.00	33
100-00000-22205-056	02/07/23	LANDFORM PROFESSIONAL SERVIC	TAVERA 5TH FP AND FPUD (CITY FILE	34090	04/13/23	97.00	33
100-00000-22205-056	03/17/23	LANDFORM PROFESSIONAL SERVIC	TAVERA 3RD ADDITION FP AND FPUD (C	34189	04/13/23	39.50	33
100-00000-22205-056	03/17/23	LANDFORM PROFESSIONAL SERVIC	TAVERA 5TH FP AND FPUD (CITY FILE	34192	04/13/23	440.00	33
100-00000-22205-056	03/17/23	LANDFORM PROFESSIONAL SERVIC	TAVERA 4TH FPUD AND FP (CITY FIE 2	34197	04/13/23	361.00	33
100-00000-22205-058	02/07/23	LANDFORM PROFESSIONAL SERVIC	RAVINIA 12TH FINAL PLAT AND FINAL	34079	04/13/23	72.75	33
100-00000-22205-060	03/17/23	LANDFORM PROFESSIONAL SERVIC	RAVINIA 4TH ADDITION FINAL PUD AND	34185	04/13/23	97.00	33
100-00000-22205-061	03/17/23	LANDFORM PROFESSIONAL SERVIC	RAVINIA 6TH ADDITION FINAL PUD AND	34184	04/13/23	48.50	33
100-00000-22205-063	03/17/23	LANDFORM PROFESSIONAL SERVIC	RAVINIA 8TH FP AND PUD FINAL PLAN	34186	04/13/23	48.50	33

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Check 33619							
100-00000-22205-075	02/07/23	LANDFORM PROFESSIONAL SERVIC	NAPA CUP AND SP (CITY FILE 21-004)	34085	04/13/23	39.50	33
100-00000-22205-076	02/07/23	LANDFORM PROFESSIONAL SERVIC	NELSON TRUCKING CUP, SP, VAR (CITY	34080	04/13/23	352.00	33
100-00000-22205-087	02/07/23	LANDFORM PROFESSIONAL SERVIC	BELLWETHER 3RD FP (CITY FILE 19-01	34078	04/13/23	39.50	33
100-00000-22205-087	03/17/23	LANDFORM PROFESSIONAL SERVIC	ENCORE FINAL PUD AND FP (CITY FILE	34187	04/13/23	358.25	33
100-00000-22205-087	03/17/23	LANDFORM PROFESSIONAL SERVIC	AMBERLEY & BELLWETHER 6TH FP AND F	34190	04/13/23	97.00	33
100-00000-22205-110	02/07/23	LANDFORM PROFESSIONAL SERVIC	SCHERBER CUP AND SP (CITY FILE 21-	34084	04/13/23	79.00	33
100-00000-22205-110	03/17/23	LANDFORM PROFESSIONAL SERVIC	SCHERBER CUP AND SP (CITY FILE 21-	34191	04/13/23	394.25	33
100-00000-22205-111	03/17/23	LANDFORM PROFESSIONAL SERVIC	GARAGES TOO FP (CITY FILE 22-015)	34199	04/13/23	79.00	33
100-00000-22205-127	03/17/23	LANDFORM PROFESSIONAL SERVIC	WESTSIDE TIRE VAR, SP AND IUP (CIT	34200	04/13/23	233.50	33
100-41910-50300	03/17/23	LANDFORM PROFESSIONAL SERVIC	BUFFER YARD ORDINANCE AMENDMENT (C	34196	04/13/23	959.00	33
100-41910-50300	03/20/23	LANDFORM PROFESSIONAL SERVIC	CITY BUSINESS	34205	04/13/23	5,747.25	33
100-42401-50300	03/20/23	LANDFORM PROFESSIONAL SERVIC	CODE ENFORCEMENT	34206	04/13/23	2,401.25	33
601-00000-16500	02/07/23	LANDFORM PROFESSIONAL SERVIC	CITY WATERTOWER PP FP SP VAR (CITY	34091	04/13/23	39.50	33
Total For Check 33619						18,037.75	
Check 33620							
100-42400-50300	03/24/23	LENNAR FAMILY BUILDERS	FEE ERROR PERMIT #P22-0846 (6582 B	913	04/13/23	1,250.00	33
Total For Check 33620						1,250.00	
Check 33621							
100-42100-50403	03/07/23	LORETTO AUTO BODY	2018 FORD REPAIR (VIN: 6593) - SQU	1542	04/13/23	12,351.05	33
Total For Check 33621						12,351.05	
Check 33622							
100-42200-50300	03/23/23	LORETTO FIRE DEPARTMENT	2ND QTR 2023 FIRE PROTECTION	2-2352	04/13/23	58,386.64	33
Total For Check 33622						58,386.64	
Check 33623							
601-00000-20800	03/31/23	CITY OF MAPLE GROVE	1ST QTR 2023 MAPLE GROVE WATER CON	03312023	04/13/23	170,636.00	33
Total For Check 33623						170,636.00	
Check 33624							
100-41400-50300	03/31/23	MARIE RIDGEWAY LICSW, LLC	CHECK IN	2147	04/13/23	120.00	33
Total For Check 33624						120.00	
Check 33625							
100-43121-50224	03/15/23	MARTIN MARIETTA MATERIALS	COLD PATCH	230315	04/13/23	251.60	33
Total For Check 33625						251.60	
Check 33626							
100-42100-50220	03/22/23	MENARDS MAPLE GROVE	FEBREZE/LYSOL/FLEX TAPE/NOZZLE	14164	04/13/23	75.26	33
100-43100-50210	03/21/23	MENARDS MAPLE GROVE	TOOL SET - 176 PIECE	14124	04/13/23	159.99	33
208-41900-50430	02/28/23	MENARDS MAPLE GROVE	8' TABLE AND FOLDING CHAIRS	13009	04/13/23	14,947.00	33
Total For Check 33626						15,182.25	
Check 33627							
100-00000-20205	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	29.17	33
100-41320-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	96.28	33
100-41400-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	58.34	33
100-41500-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	58.34	33
100-41910-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	59.85	33
100-42100-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	281.58	33
100-42102-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	59.85	33
100-42400-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	59.85	33
100-43100-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	148.87	33

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Check 33627							
100-45100-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	14.59	33
100-45200-50130	04/01/23	METLIFE	APRIL 2023 DENTAL INSURANCE	04012023	04/13/23	14.58	33
Total For Check 33627						881.30	
Check 33628							
100-43100-50210	03/15/23	MINNESOTA EQUIPMENT	WET CHARGED BATTERY (CREDIT)	P90909-CM	04/13/23	(152.06)	33
100-43100-50210	03/01/23	MINNESOTA EQUIPMENT	WET CHARGED BATTERY	P90294	04/13/23	152.06	33
100-43100-50220	03/30/23	MINNESOTA EQUIPMENT	SEAL	P91466	04/13/23	6.32	33
100-43100-50220	03/17/23	MINNESOTA EQUIPMENT	CLUTCH REPAIR (EIN:2895)	R45017	04/13/23	3,120.06	33
100-45200-50210	03/27/23	MINNESOTA EQUIPMENT	FILTERS	P91266	04/13/23	431.07	33
Total For Check 33628						3,557.45	
Check 33629							
601-49400-50207	03/30/23	MINNESOTA RURAL WATER ASSOC	2023 MRWA TECHNICAL CONFERENCE REG	03302023	04/13/23	750.00	33
602-49450-50207	03/30/23	MINNESOTA RURAL WATER ASSOC	2023 MRWA TECHNICAL CONFERENCE REG	03302023	04/13/23	750.00	33
Total For Check 33629						1,500.00	
Check 33630							
100-42100-50210	02/19/23	MOTOROLA SOLUTIONS INC	BODY CAMERA REPAIR	8281576081 0	04/13/23	480.00	33
100-42100-50300	03/21/23	MOTOROLA SOLUTIONS INC	EVIDENCE LIBRARY / ANNUAL DEVICE L	1411005177	04/13/23	396.29	33
100-42100-50300	03/21/23	MOTOROLA SOLUTIONS INC	CREDIT MEMO - EVIDENCE LIBRARY/DEV	1411005052 - CM	04/13/23	(585.00)	33
Total For Check 33630						291.29	
Check 33631							
100-00000-22205	01/17/23	NAGELL APPRAISAL & CONSULTIN	6403 VALLEY VIEW RD - CITY LAND SA	31154	04/13/23	800.00	33
Total For Check 33631						800.00	
Check 33632							
100-42100-50220	03/28/23	NAPA AUTO PARTS - Corcoran	BRAKE PARTS CLEANER/GREASE/FLUID	462411	04/13/23	15.23	33
100-43100-50210	03/27/23	NAPA AUTO PARTS - Corcoran	FLEX PC LMP W 3 WIRE	462198	04/13/23	52.18	33
100-43100-50210	03/16/23	NAPA AUTO PARTS - Corcoran	LED M/C KIT	460670	04/13/23	17.79	33
100-43100-50210	03/21/23	NAPA AUTO PARTS - Corcoran	CREDIT - LED M/C KIT	461392 - CM	04/13/23	(17.79)	33
100-43100-50220	03/15/23	NAPA AUTO PARTS - Corcoran	HYD HOSE FITTINGS	460543	04/13/23	93.12	33
Total For Check 33632						160.53	
Check 33633							
100-00000-21710	04/03/23	NATALIE DAVIS MCKEOWN	DEPENDENT CARE REIMBURSEMENT	04032023	04/13/23	384.62	33
Total For Check 33633						384.62	
Check 33634							
408-00000-20610	04/01/23	NEW LOOK CONTRACTING	TRAIL HAVEN BRIDGE NO. 27J78 REPLA	PAY 1	04/13/23	(7,687.05)	33
408-48009-50530	04/01/23	NEW LOOK CONTRACTING	TRAIL HAVEN BRIDGE NO. 27J78 REPLA	PAY 1	04/13/23	153,740.95	33
Total For Check 33634						146,053.90	
Check 33635							
100-45200-50221	03/30/23	NORTH SECOND STREET STEEL	SQ TUBE/ANGLE/FLAT - METAL SUPPLIE	531575	04/13/23	2,034.68	33
Total For Check 33635						2,034.68	
Check 33636							
100-43100-50220	03/30/23	NUSS TRUCK & EQUIPMENT	2013 MACK TRUCK REPAIR (VIN: 4907)	9102060	04/13/23	79.20	33
100-43100-50220	03/23/23	NUSS TRUCK & EQUIPMENT	2017 MACK TRUCK REPAIR (VIN: 2934)	9102043	04/13/23	290.68	33
100-43100-50220	03/20/23	NUSS TRUCK & EQUIPMENT	MACK TRUCK REPAIR (VIN 2934)	9101992	04/13/23	406.60	33
100-43100-50403	03/30/23	NUSS TRUCK & EQUIPMENT	2013 MACK TRUCK REPAIR (VIN: 4907)	9102060	04/13/23	190.00	33
Total For Check 33636						966.48	

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Check 33637							
204-42100-50210	03/22/23	PROPPER INTERNATIONAL SALES,	FAS POLO SHIRTS	4148016	04/13/23	167.96	33
204-42100-50210	03/29/23	PROPPER INTERNATIONAL SALES,	FAS POLO SHIRT	4151906	04/13/23	41.99	33
						209.95	
Check 33638							
100-45200-50210	03/30/23	R&R SPECIALTIES OF WISCONSIN	BRUSH KIT REPLACEMENT/ ROLLER BOAR	0078619-IN	04/13/23	379.10	33
100-45200-50221	03/29/23	R&R SPECIALTIES OF WISCONSIN	SUPPLIES	0078608-IN	04/13/23	1,154.00	33
						1,533.10	
Check 33639							
100-43100-50210	03/17/23	RIGID HITCH	JACK - SQUARE TUBE - 8K	2403123	04/13/23	62.99	33
						62.99	
Check 33640							
100-43100-50321	03/18/23	SPRINT	CELL SERVICE 2/15/23 - 3/14/23	391283315-256	04/13/23	293.99	33
						293.99	
Check 33641							
100-00000-21709	03/17/23	STANDARD INSURANCE COMPANY	APRIL 2023 LIFE INSURANCE PREMIUMS	04-2023	04/13/23	1,855.35	33
						1,855.35	
Check 33642							
100-00000-22205	03/09/23	STANTEC CONSULTING SERVICES	NELSON TRUCKING CSAH 101 TURN LANE	2052385	04/13/23	425.40	33
100-00000-22205	03/09/23	STANTEC CONSULTING SERVICES	STIEG ROAD IMPROVEMENTS	2052389	04/13/23	2,525.50	33
100-00000-22205	03/09/23	STANTEC CONSULTING SERVICES	CR 116 & HUNTERS RIDGE TURN LANE I	2052382	04/13/23	8,910.75	33
100-00000-22205	03/09/23	STANTEC CONSULTING SERVICES	WCA	2052406	04/13/23	3,120.50	33
100-00000-22205-013	03/09/23	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2052402	04/13/23	5.10	33
100-00000-22205-017	03/09/23	STANTEC CONSULTING SERVICES	COOK LAKE TURN LANE	2053971	04/13/23	14,844.65	33
100-00000-22205-017	03/09/23	STANTEC CONSULTING SERVICES	COOK LAKE	2052373	04/13/23	3,427.48	33
100-00000-22205-024	03/09/23	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2052402	04/13/23	93.60	33
100-00000-22205-044	03/09/23	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2052402	04/13/23	554.50	33
100-00000-22205-055	03/09/23	STANTEC CONSULTING SERVICES	LENNAR DEVELOPMENT	2053122	04/13/23	11,411.02	33
100-00000-22205-056	03/09/23	STANTEC CONSULTING SERVICES	TAVERA PLAN REVIEW & CONSTRUCTION	2052375	04/13/23	6,250.75	33
100-00000-22205-056	03/09/23	STANTEC CONSULTING SERVICES	WCA	2052406	04/13/23	142.00	33
100-00000-22205-075	03/09/23	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2052402	04/13/23	140.40	33
100-00000-22205-076	03/09/23	STANTEC CONSULTING SERVICES	NELSON TRUCKING CONSTRUCTION OBSE	2052384	04/13/23	65.00	33
100-00000-22205-080	03/09/23	STANTEC CONSULTING SERVICES	PIONEER TRAIL INDUSTRIAL PARK	2052399	04/13/23	4,567.50	33
100-00000-22205-098	03/09/23	STANTEC CONSULTING SERVICES	RUSH CREEK RESERVE	2052376	04/13/23	1,009.33	33
100-00000-22205-111	03/09/23	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2052402	04/13/23	1,471.25	33
100-00000-22205-117	03/09/23	STANTEC CONSULTING SERVICES	ST THERESE DEVELOPMENT REVIEW	2052377	04/13/23	1,312.50	33
100-00000-22205-128	03/09/23	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2052402	04/13/23	239.25	33
100-00000-22205-129	03/09/23	STANTEC CONSULTING SERVICES	PULTE WALCOTT GLENN	2052388	04/13/23	449.40	33
100-00000-22205-130	03/09/23	STANTEC CONSULTING SERVICES	RUSH CREEK RESERVE TURN LANES	2052386	04/13/23	974.00	33
100-00000-22205-130	03/09/23	STANTEC CONSULTING SERVICES	RUSH CREEK/ST THERESE OFFSITE UTIL	2052378	04/13/23	20,872.20	33
100-00000-22205-132	03/09/23	STANTEC CONSULTING SERVICES	PULTE DEVELOPMENT INFRASTRUCTURE	2052404	04/13/23	2,419.30	33
100-43170-50300	03/09/23	STANTEC CONSULTING SERVICES	HORSESHOE BEND DRIVE	2052390	04/13/23	1,809.60	33
100-43170-50300	03/09/23	STANTEC CONSULTING SERVICES	ENGINEERING DESIGN STANDARD UPDATE	2052401	04/13/23	3,014.00	33
100-43170-50309	03/09/23	STANTEC CONSULTING SERVICES	WCA	2052406	04/13/23	1,180.50	33
408-48005-50300	03/09/23	STANTEC CONSULTING SERVICES	66TH STREET DESIGN & CONSTRUCTION	2052380	04/13/23	3,418.52	33
408-48007-50300	03/09/23	STANTEC CONSULTING SERVICES	CORCORAN TRAIL IMPROVEMENTS	2052398	04/13/23	1,751.95	33
408-48009-50303	03/09/23	STANTEC CONSULTING SERVICES	BRIDGE REPLACEMENT DESIGN-CITY OF	2053143	04/13/23	8,047.25	33
419-43100-50303	03/09/23	STANTEC CONSULTING SERVICES	HACKAMORE ROAD IMPROVEMENTS	2052395	04/13/23	1,792.10	33
601-49400-50300	03/09/23	STANTEC CONSULTING SERVICES	WATER SUPPLY, TREATMENT, & STORAGE	2053116	04/13/23	4,081.10	33
601-49400-50300	03/09/23	STANTEC CONSULTING SERVICES	TEST WELL #2	2052387	04/13/23	427.20	33

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Check 33642							
601-49400-50300	03/09/23	STANTEC CONSULTING SERVICES	NE CORCORAN TRUNK INFRASTRUCTURE	2052379	04/13/23	87.00	33
601-49400-50300	03/09/23	STANTEC CONSULTING SERVICES	NE CORCORAN WATER TOWER - FINAL DE	2052400	04/13/23	4,884.60	33
601-49400-50303	03/09/23	STANTEC CONSULTING SERVICES	2020 SE CORCORAN TRUNK WATERMAIN	2052381	04/13/23	618.60	33
601-49400-50303	03/09/23	STANTEC CONSULTING SERVICES	WATER UTILITY	2052392	04/13/23	103.20	33
602-49450-50303	03/09/23	STANTEC CONSULTING SERVICES	SEWER UTILITY	2052383	04/13/23	162.50	33
Total For Check 33642						116,609.50	
Check 33643							
100-42100-50220	03/13/23	SUPERIOR FORD	FORD EXPLORER REPAIRS - VIN 5895 (652708	04/13/23	313.53	33
100-42100-50403	03/13/23	SUPERIOR FORD	FORD EXPLORER REPAIRS - VIN 5895 (652708	04/13/23	3,000.00	33
Total For Check 33643						3,313.53	
Check 33644							
100-42100-50220	03/27/23	TACTICAL SOLUTIONS	CERTIFICATION OF RADAR UNITS	9462	04/13/23	365.00	33
Total For Check 33644						365.00	
Check 33645							
100-00000-21707	03/29/23	TEAMSTER LOCAL 320	PD UNION DUES APRIL 2023	04012023	04/13/23	457.92	33
Total For Check 33645						457.92	
Check 33646							
100-41900-50401	03/30/23	ULTIMATE CLEANERS LLC	CITY HALL & PD CLEANING	23033000	04/13/23	915.00	33
Total For Check 33646						915.00	
Check 33647							
100-41400-50331	03/21/23	CREDIT CARD PURCHASES	CLERK'S CONFERENCE - HOTEL (M. FRI	03212023-202	04/13/23	516.96	33
100-41900-50200	03/20/23	CREDIT CARD PURCHASES	COUNCIL WATER	03202023	04/13/23	41.82	33
100-41900-50210	03/22/23	CREDIT CARD PURCHASES	CITY WATER - CULLIGAN	03222023	04/13/23	19.50	33
100-42100-50207	03/23/23	CREDIT CARD PURCHASES	CANINE UNIT SUPERVISOR COURSE (P.	03222023-1406	04/13/23	75.00	33
100-42100-50207	03/20/23	CREDIT CARD PURCHASES	EMT REFRESHER - ALLIED MEDICAL TRA	64192121490C5	04/13/23	245.00	33
100-42100-50207	03/24/23	CREDIT CARD PURCHASES	EMT REFRESHER - ALLIED MEDICAL TRA	64192121490C5-C	04/13/23	(85.00)	33
100-42100-50207	03/28/23	CREDIT CARD PURCHASES	LEADERSHIP TRAINING LODGING (C. AN	03282023-911	04/13/23	108.66	33
100-42100-50207	03/22/23	CREDIT CARD PURCHASES	TASER CARTRIDGES	00060962	04/13/23	1,842.15	33
100-42100-50300	02/20/23	HUMANITY LLC	SHIFT PLANNING 2/20/23-03/19/23	INV00250487.1	04/13/23	80.00	33
100-42100-50300	03/20/23	HUMANITY LLC	SHIFT PLANNING 3/20/23-04/19/23	INV00257664	04/13/23	80.00	33
100-42400-50433	03/28/23	CREDIT CARD PURCHASES	2023 MBPTA MEMBERSHIP - S. ZUTHER	6243215489	04/13/23	108.55	33
100-43100-50417	01/18/23	CREDIT CARD PURCHASES	UNIFORM INVOICE REVERSAL	4143828652	04/13/23	(194.17)	33
204-42100-50210	03/26/23	CREDIT CARD PURCHASES	FOOD - FIREARMS SAFETY	03262023	04/13/23	60.97	33
Total For Check 33647						2,899.44	
Check 33648							
100-41920-50210	03/19/23	US BANKCORP EQUIPMENT FINANC	COPIER LEASE	496949082	04/13/23	424.46	33
Total For Check 33648						424.46	
Check 33649							
100-41900-50321	03/26/23	VERIZON WIRELESS	PD/CH CELL PHONE	9931072353	04/13/23	293.11	33
100-42100-50321	03/26/23	VERIZON WIRELESS	PD/CH CELL PHONE	9931072353	04/13/23	496.16	33
100-42100-50323	03/26/23	VERIZON WIRELESS	PD/CH CELL PHONE	9931072353	04/13/23	333.08	33
Total For Check 33649						1,122.35	
Check 33650							
408-48009-50530	03/30/23	WARNING LITES OF MINNESOTA,	TRAIL HAVEN RD/109TH/OAKDALE TRAFF	23-01588	04/13/23	1,250.00	33
Total For Check 33650						1,250.00	
Check 33651							

JOURNALIZED
 PAID - CHECK TYPE: PAPER CHECK
 CHECK REGISTER - COUNCIL

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Che
Check 33651							
100-42100-50403	04/03/23	WESTSIDE WHOLESALE TIRE	SQUAD 569 TIRE REPAIR	922738	04/13/23	35.00	33
100-43100-50220	03/29/23	WESTSIDE WHOLESALE TIRE	MOUNT/BALANCE TIRES	922631	04/13/23	24.00	33
100-43100-50403	03/29/23	WESTSIDE WHOLESALE TIRE	MOUNT/BALANCE TIRES	922631	04/13/23	80.00	33
Total For Check 33651						139.00	
Check 33652							
100-45200-50210	02/06/23	WRUCK SEWER & PORTABLE RENTA	ICE RINK PORTABLE RENTAL	I15340	04/13/23	130.00	33
100-45200-50210	03/13/23	WRUCK SEWER & PORTABLE RENTA	ICE RINK PORTABLE RENTAL	I15604	04/13/23	130.00	33
Total For Check 33652						260.00	
Check 33653							
100-43100-50381	03/09/23	XCEL ENERGY	STREET LIGHTING 9700 CR 19	819249467	04/13/23	30.01	33
Total For Check 33653						30.01	
Check 33654							
601-49400-50381	03/06/23	XCEL ENERGY	9820 CO RD 101 WATER METER	818666587	04/13/23	28.88	33
Total For Check 33654						28.88	
Check 33655							
100-43100-50381	03/27/23	XCEL ENERGY	PW BUILDING ELECTRICTY	821446816	04/13/23	1,242.05	33
Total For Check 33655						1,242.05	
Check 33656							
100-43100-50220	03/15/23	ZIEGLER INC	FILTERS & PARTS	IN000915745	04/13/23	321.31	33
Total For Check 33656						321.31	
Check 6							
100-41900-50200	03/15/23	AMAZON CAPITAL SERVICES	CITY HALL DESK DRAWER ORGANIZER	1WVP-GV3R-4MXQ	04/13/23	86.62	
100-41900-50200	03/19/23	AMAZON CAPITAL SERVICES	LAPTOP STAND/DOUBLE COAT HOOKS & S	111D-6PL7-HHM3	04/13/23	140.97	
100-41900-50210	03/28/23	AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	1LQP-MR4Q-169Y	04/13/23	16.94	
100-41900-50210	03/22/23	AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	149R-G6YT-1JVV	04/13/23	34.42	
100-42100-50210	03/22/23	AMAZON CAPITAL SERVICES	CAR DETAIL KIT VACUUM CLEANER	1314-PWC4-3W6V	04/13/23	46.80	
Total For Check 6						325.75	
Check 7							
601-49400-50210	03/15/23	FERGUSON WATERWORKS #2518	WATER METER HORNS	0508398	04/13/23	982.60	
Total For Check 7						982.60	
Check 8							
100-43100-50220	03/29/23	FORCE AMERICA DISTRIBUTING,	ASSEMBLY, DISPLAY 10" 6100 GEN 5	001-1718583	04/13/23	2,016.00	
100-43100-50220	03/29/23	FORCE AMERICA DISTRIBUTING,	ASSEMBLY, DISPLAY 10" 6100 GEN 5	CM001-0029309	04/13/23	(2,016.00)	
Total For Check 8						0.00	
Check 9							
100-42100-50207	03/24/23	STREICHER'S POLICE EQUIPMENT	AMMUNITION	I1624084	04/13/23	276.08	
Total For Check 9						276.08	

04/06/2023 01:48 PM
User: jpeterson
DB: Corcoran

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN
EXP CHECK RUN DATES 03/24/2023 - 04/13/2023
JOURNALIZED
PAID - CHECK TYPE: PAPER CHECK
CHECK REGISTER - COUNCIL

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Che
Fund Totals:						
			Fund 100 GENERAL FUND			247,017.61
			Fund 204 FIREARMS SAFETY			1,125.65
			Fund 208 LAWFUL GAMBLING			14,947.00
			Fund 408 PAVEMENT MANAGEMENT			165,345.12
			Fund 419 HACKAMORE UPGRADE (LENNAR)			1,792.10
			Fund 601 WATER			183,037.13
			Fund 602 SEWER			955.70
			Total For All Funds:			<u>614,220.31</u>

STAFF REPORT

Agenda Item: 7d.

Council Meeting: April 13, 2023	Prepared By : Jessica Beise
Topic : Delegated Contract Process Agreement - MNDOT	Action Required: Approval

Summary:

Every five years the City updates its agreement with the Minnesota Department of Transportation for the Delegated Contract Process. The agreement allows the State to be an agent for federal funds related to the City of Corcoran for construction projects.

Financial/Budget:

N/A

Council Action:

Consider a motion to approve Resolution 2023-26 Resolution Authorizing the Minnesota Department of Transportation Agency Agreement No. 105213.

Attachments:

1. Delegated Contract Process Agreement of MN Dept of Transportation
2. Resolution 2023-26 Resolution Authorizing the Minnesota Department of Transportation Agency Agreement No. 105213



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Corcoran (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative

Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination

include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Kristine Elwood, or her successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Kristine.elwood@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Jessica Beise or their successor.
- Title: Corcoran City Administrator
- Phone: 763-400-7029
- Email: jbeise@corcoranmn.gov
- If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission

on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension**
- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or

any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public

- Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Corcoran

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION NO. 2023-26

Motion By:
Seconded By:

**RESOLUTION FOR MINNESOTA DEPARTMENT OF TRANSPORTATION
AGENCY AGREEMENT NO. 105213**

BE IT RESOLVED, pursuant to Minnesota State Statute Section 161.36, the City of Corcoran appoints the Commissioner of Transportation as Agent of the City of Corcoran, Minnesota, in Hennepin County, to accept, as its agent, federal aid funds which may be made available for eligible transportation related projects; and

BE IT FURTHER RESOLVED, the Mayor* and City Clerk* are hereby authorized and directed for and on behalf of the City of Corcoran to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052123", a copy of which said agreement was before the City of Corcoran and which is made a part hereof by reference.

Titles of persons authorized to sign on behalf of the City/County

VOTING AYE

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

VOTING NAY

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

Whereupon, said Resolution is hereby declared adopted on this 13th day of April, 2023.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

STAFF REPORT

Agenda Item: 7e.

Council Meeting: April 13, 2023	Prepared By : Jessica Beise
Topic : Mandatory Utility Connections – Chapter 51 Ordinance Amendment	Action Required: Approval

Summary:

In February of 2023, the City Council directed staff to extend the deadline for mandatory utility connections for commercial properties in downtown to October 31, 2024. An ordinance amendment is required to formalize the deadline for connection.

Financial/Budget:

N/A

Council Action:

Consider a motion to adopt Ordinance 2023-481 Amending the Text of Chapter 51 of the Corcoran City Code Related to Utility Connection and Summary Ordinance 2023-482.

Attachments:

1. Ordinance 2023-481 Amending the Text of Chapter 51 of the Corcoran City Code Related to Utility Connection
2. Ordinance 2023-482 – Summary Ordinance of Ordinance 2023-481

ORDINANCE NO. 2023-481

Motion By:
Seconded By:

**AN ORDINANCE AMENDING THE TEXT OF CHAPTER 51 OF THE CORCORAN CITY
CODE RELATED TO UTILITY CONNECTION**

The Corcoran City Council ordains as follows:

Section 1. Amendments of the City Code. The text of Chapter 51.020: UTILITY CONNECTION, PERMISSIVE OR MANDATORY, Subdivision 1 MANDATORY CONNECTION of the Corcoran City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

1.3 Limited Exception: For the purpose of determining the mandated time of connection to a trunk or lateral made available as a part of the Downtown Utility and Street Improvement Project (approved by the City in 2016), existing non-residential properties mandated to connect to such lines shall do so ~~no later than August 31, 2024~~ no later than October 31, 2024. This limited exception shall only apply to existing non-residential properties to which lines were made available as a part of the Downtown Utility and Street Improvement Project and shall only apply to connections mandated by the City as a direct result of the same.

This Ordinance shall be in full force and effect upon its passage.

ADOPTED by the City Council on the 13th day of April, 2023.

VOTING AYE

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

VOTING NAY

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

Tom McKee – Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

ORDINANCE NO. 2023-482

**Motion By:
Seconded By:**

CITY OF CORCORAN

SUMMARY OF ORDINANCE NO. 2023-481

**AN ORDINANCE AMENDING THE TEXT OF TITLE IX OF THE CORCORAN CITY CODE
(CITY FILE 20-004)**

The text of the Corcoran City Code is hereby amended to amend Title IX to revise the land dedication requirements to be consistent with updated park dedication fees.

A printed copy of the entire amendment is available for inspection by any person at City Hall during the City Clerk's regular office hours.

This Ordinance shall be in full force and effect upon its passage.

ADOPTED by the City Council on the 13th day of April 2023.

VOTING AYE

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

VOTING NAY

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

Tom McKee

ATTEST:

Michelle Friedrich – City Clerk

City Seal

STAFF REPORT

Agenda Item: 7f.

Council Meeting: April 13, 2023	Prepared By: Jessica Beise/Kevin Mattson
Topic: NE Water Supply Infrastructure Improvements – Grant Assistance Proposal	Action Required: Approval

Summary:

The City has received the grant documentation which outlined and defined project requirements for use of the Federal funds. Of note, there is an environmental review required for the use of the federal funds.

Staff is seeking assistance to obtain and manage the federal funding for the water supply project. Included is an engineering services proposal for review and consideration.

Financial/Budget:

Approximately \$4,000 would be funded by the water fund and would not be reimbursable by the federal funding and the remainder of the request would be funded as part of the Federal dollars received.

Options:

1. Approve the Community Project Funding Grant Assistance and Environmental Review for Utility Extensions Proposal.
2. Decline.

Recommendation:

Approve the Community Project Funding Grant Assistance and Environmental Review for Utility Extensions Proposal.

Council Action:

Consider a motion to approve the Community Project Funding Grant Assistance and Environmental Review for Utility Extensions Proposal.

Attachments:

1. Community Project Funding Grant Assistance and Environmental Review for Utility Extensions Proposal (Stantec)



March 28, 2023

Kevin Mattson, PE
Public Works Director
9100 County Road 19
Corcoran, MN 55340

Dear Kevin,

Reference: Proposal for Community Project Funding Grant Assistance & Environmental Review for Utility Extensions

We appreciate the opportunity to present this scope of work to assist the City with the implementation of the grant funds that were obtained for water infrastructure work in NE Corcoran. The City of Corcoran is undertaking significant water infrastructure investment in NE Corcoran, which is broken into three separate projects:

1. Water treatment facility – under contract and moving forward
2. Water tower – under contract and moving forward
3. Utility extensions – city was awarded \$3 million in Community Project Funding (CPF) from the US Department of Housing and Urban Development (HUD).

In March of this year, the city received the grant award agreement for the CPF funds. In order to finalize this agreement and have access to these funds, there are a number of compliance items related to program that Stantec can help the City navigate, as outlined below.

Community Project Funding (CPF) Assistance Scope of Work

Task 100: Application Management

There are several logistical items that need to happen right away and others that will run the course of the project. Stantec proposes to manage these pieces for the CPF funded project on behalf of the City. They are:

1. Reach out to grants officer, Shaina.Y.Glover@hud.gov for initial introduction and to provide her with the Organization's Authorized Representative (OAR); usually the highest ranking appointed official.
2. If the City does not yet have one, apply for a Unique Entity Identifier (UEI) in SAM.gov (replaced the DUNS number).
3. Ensure the City's System for Award Management (SAM) account is active.
4. Semi-annual reports on Section 3 Economic Opportunity accomplishments are required through the duration of the project using HUD's Disaster Recovery Grant Reporting (DRGR) System (even though this is not a disaster project, still need to use this system). Can be determined later, but this can be done one of two ways. Stantec will provide assistance to the City to ensure the data is submitted with either method:

- a. Stantec provides information to the City to upload into DRGR, or
- b. City provides credentials to use the City's DRGR account to upload the information.

Task 200: HUD Official Application

Even though CPF funds have already been appropriated to this project, the City needs to file an official application with HUD. Stantec will assist with the following components of the official application including:

1. Detailed Project Narrative – capturing the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and anticipated project goals, outputs, or outcomes.
2. Line-Item Budget & Narrative
3. Federal Forms – three Standard Federal Forms are required: SF-424, SF 424 D and SF-LLL Disclosure of Lobbying Activities

Task 300: Environmental Review

Our team, along with the designated City representative(s), will meet with the HUD Environmental Manager to discuss the project and review the environmental review process. As the designated "Responsible Entity" (RE), the City must complete the environmental review process. This initial meeting will help to determine the proper Class of Action (COA) for the project. For the purpose of this scope, it is assumed that the project will require an Environmental Assessment (EA) to satisfy the National Environmental Policy Act (NEPA) requirements. If a Categorical Exclusion is met, a 'Categorically Excluded, Subject To §58.5' (CEST) will be completed.

The EA will be developed in accordance with 42 U.S.C. § 4321, which requires each federal agency to determine the environmental impacts of its actions. HUD has a portal called HEROS, which collects input from the City, which will be used to determine environmental compliance. Stantec will work to complete the EA within HEROS for the City's review and submittal.

The environmental assessment process within HEROS includes an assessment of the following environmental factors:

- Land and Geography.
- Land Cover.
- Soils, Geology, Topography.
- Water Resources.
- Wetlands.
- Drainage and Stormwater Management.
- Climate and Air.
- Greenhouse gases, resiliency, air, noise.
- Climate change.

- Natural Resources.
- Wildlife and plant communities.
- Historical sites.
- Cumulative Effects.
- Potential Cumulative Effects.

The areas listed above will be reviewed through agency correspondence, desktop reviews, and database searches. Additional review is anticipated for the Cultural Resources to comply with Section 106. Coordination with SHPO will be undertaken and if required, the firm *In Situ* will provide a Phase 1a Literature Review, followed by a Phase 1 cultural review as needed.

The compilation of the data and analysis oftentimes involves data bases of other agencies. Stantec will contact and coordinate with the regulatory agencies to provide the necessary review documents and clearances to be attached to the NEPA document within HEROS. It is assumed that the project will not trigger a mandatory Environmental Assessment Worksheet (EAW) under the Minnesota Environmental Policy Act (MEPA). The EA will be advertised for public notice, following which, with no substantive objections, HUD will Authorize Release of the funds, completing the environmental review process.

Compensation

Stantec will complete this scope of work according to the Master Service Agreement with the City of Corcoran. We propose that the engineering service phases for this project be provided on an time and material basis with an estimated budget. Any changes to the project scope or estimated hours to complete the work will be communicated to the City in a timely fashion. Stantec will not proceed with additional services or services outside of the scope of work contained in this letter without approval from the City. Rates for hourly staff may be adjusted on a yearly basis in accordance with our yearly rate review.

We have estimated the level of effort required to perform the scope of work described herein and have summarized them for you below:

Summary of Fee

A summary of line items is provided below. Note that Tasks 100 and 200 would need to be paid for with local funds but Task 300 should be reimbursable under the CPF funding.

Task	Cost
Task 100 – Application Management	\$ 1,575
Task 200 – HUD Official Application	\$ 2,250
Task 300 – Environmental Review	\$ 32,040
Total	\$ 35,865

Closing

We hope this letter defines the of scope work, the proposed schedule, and the estimated fee of services to your satisfaction. If you have any questions about the proposed scope, schedule or estimated fee we will be happy to review with you.

Our team is prepared to move forward with assisting the City upon receiving your authorization.

On behalf of our Stantec team, we thank you for this opportunity to be of service to your community. We have enjoyed working with you and your staff through the design development process and we look forward to partnering with the City of Corcoran on delivering safe, reliable, and compliant water to your community.

Regards,

Stantec Consulting Services Inc.

Kent Torve PE (MN,TX,SE), LEED AP
City Engineer/Principal
Phone: 612.209.7919
Kent.torve@stantec.com

Steven Hegland PE (MN)
Client Manager
Phone: 763.479.4237
Steven.hegland@stantec.com

By signing this proposal, City of Corcoran authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by this agreement.

This proposal is accepted and agreed on the _____ day of _____, _____ .

Per: _____

Print Name & Title

Signature

RESOLUTION NO. 2023-23

Motion By:
Seconded By:

A RESOLUTION ACCEPTING THE NORTHWEST AREA JAYCEES DONATION

WHEREAS, the City of Corcoran supports the efforts of the Northwest Area Jaycees; and

WHEREAS, the Northwest Area Jaycees made a financial donation to the City of Corcoran in the amount of \$1,219.00 for the Parks and Trails Commission Tree Giveaway;

WHEREAS, The City Council finds that it is appropriate to accept the donations as offered for the benefit of the Parks and Trails Commission Tree Giveaway, the City of Corcoran, and residents;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Corcoran acknowledges the generosity of the Northwest Area Jaycees and graciously accepts the donations.

VOTING AYE

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

VOTING NAY

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

Whereupon, said Resolution is hereby declared adopted on this 13th day of April 2023.

Tom McKee – Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

RESOLUTION NO. 2023-24

Motion By:
Seconded By:

**COMMENDATION OF TRUCK SAFETY SEMINAR AND
APPROVAL OF DONATED FUNDS**

WHEREAS, the City of Corcoran supports the efforts of the Annual Truck Safety Seminar; and

WHEREAS, Corcoran Public Works facility was the host site for 15th Annual Truck Safety Seminar held on March 2nd, 2023; and

WHEREAS, Annual Truck Safety Seminar planning committee consisted of, Director Matt Gottschalk, Deputy Director Ryan Burns, Administrative Manager Paula Steelman, Administrative Assistant Amelia Fadden, Officer Steve Warren, Officer Josh Lawson and members of the Corcoran Police Department, Public Works Superintendent Pat Meister and Public Works Staff, Construction Services Coordinator Mike Pritchard, Recreation Supervisor Jessica Christensen Buck, the Minnesota State Patrol; and

WHEREAS, the following donors have made a financial contribution to the City of Corcoran to be utilized in support of the Truck Safety Seminar program;

A-1 Outdoor Power	\$50.00
Duane's Septic Service	\$50.00
Ende Septic Service, LLC	\$100.00
Napa of Corcoran	\$100.00
Kothrade Sewer, Water & Excavating	\$140.00
Trueman Welters	\$150.00
Headquarters Machine & Restoration	\$160.00
Beaudry Oil & Propane	\$200.00
Designing Nature, Inc.	\$200.00
Sunram Construction	\$250.00
Hassan Sand & Gravel, Inc.	\$300.00
Doboszanski and Sons Inc.	\$500.00
Corcoran Lions	\$500.00
Northwest Area Jaycees	\$500.00
DMJ Asphalt Inc	\$500.00
KD & Company Recycling	\$500.00

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Corcoran acknowledges the outstanding efforts by the truck safety planning committee, Corcoran Public Works as its host site and the generosity of all donors and graciously accepts the financial donations as listed above totaling \$4,200.00.

RESOLUTION NO. 2023-24

VOTING AYE

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

VOTING NAY

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

Whereupon, said Resolution is hereby declared adopted on this 13th day of April, 2023.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

RESOLUTION NO. 2023-25

Motion By:
Seconded By:

RESOLUTION SPONSORING THE NORTHWEST TRAILS ASSOCIATION TO ACQUIRE STATE OF MINNESOTA DNR FUNDING (2023-2024 SEASON)

WHEREAS, the City of Corcoran desires to establish a public snowmobile trail in furtherance of its public recreation program; and

WHEREAS, the Northwest Trails Association has asked the City of Corcoran to act as a sponsor to help acquire, construct, and maintain its trails; and

WHEREAS, the Northwest Trails Association has indicated it will help and assist the City to acquire, construct, and maintain said trail; and

WHEREAS, the State of Minnesota offers financial and technical assistance to the City for the construction of an approved trail; that the trail sponsored by Corcoran would be known as the Snowmobile Trails of Northwest Hennepin County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CORCORAN:

- 1. The City of Corcoran shall apply to the State of Minnesota, through the Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance.
- 2. If said assistance is granted, the City of Corcoran shall contract with the Northwest Trails Association for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail.
- 3. With the exception of the financial assistance provided by the State contract with the City, the City of Corcoran shall not be liable for any costs incurred by the club. The City shall be responsible only for the allocation of funds to the extent of the actual monies provided through the State contract.

VOTING AYE

- McKee, Tom**
- Bottema, Jon**
- Nichols, Jeremy**
- Schultz, Alan**
- Vehrenkamp, Dean**

VOTING NAY

- McKee, Tom**
- Bottema, Jon**
- Nichols, Jeremy**
- Schultz, Alan**
- Vehrenkamp, Dean**

Whereupon, said Resolution is hereby declared adopted on this 13th day of April, 2023.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

STAFF REPORT

Agenda Item: 7j.

Council Meeting: March 23, 2023	Prepared By: Jessica Beise
Topic: Schedule Work Session	Action Required: Schedule Work Session

Summary:

In 2022 a subcommittee was created to review the firearms ordinance and bring forward ordinance amendments. Staff recommends a work session to review a draft of ordinance amendments to the firearms ordinance April 27, 2023, at 5:30 pm.

Financial/Budget:

N/A

Options:

1. Authorize staff to move forward with work session topic as presented.
2. Provide different work session topic.
3. Decline to schedule work sessions on the topic.

Recommendation:

Schedule a work session for April 27, 2023 at 5:30pm to discuss a draft amendment to the firearms ordinance.

Council Action:

Mayor or two Council members call for a work session on April 27, 2023 at 5:30pm.

Attachments:

None



To: Kevin Mattson, PE, PW Director From: Kent Torve, PE
Steve Hegland, PE
Project/File: 227704119 Date: April 3, 2023
Subject: Pay Application #1 to New Look Contracting - Bridge No. 27J78 Replacement on Trailhaven Road

Council Action Requested

Staff is recommending Council Approve Pay Application #1 for the Bridge No. 27J78 Replacement on Trailhaven Road to New Look Contracting in the amount of \$146,053.90.

Financing

This project is funded by State Aid, State Bridge Bonds, and local funds.

Summary

The box culvert installation and a portion of the road restoration work has been completed.

New Look Contracting will be onsite in the spring to finish grading the road and slopes, install signage, and complete site restoration.

Attached is a summary of the work completed to date.

Total Contract Value to Date	\$194,601.00
Work Completed to Date	\$153,740.95
5% Retainage	\$7,687.05
Amount Paid to Date	\$0.00
Total Pay App #1	\$146,053.90

Engineer's Recommendation

We recommend approving Pay Application #1 to New Look Contracting in the amount of \$146,053.90

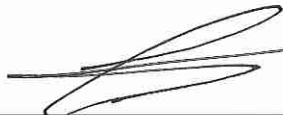
SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

OWNER: City of Corcoran
PROJECT: Bridge No. 27J78 Replacement on Trailhaven Road
CONTRACTOR: New Look Contracting

PAY ESTIMATE NO. 1

Original Contract Amount:	<u>\$ 194,601.00</u>
Contract Changes approved to Date (List Change Order Numbers):	<u>N/A</u>
Revised Contract Price :	<u>\$ 194,601.00</u>
Work Completed to Date (attached):	<u>\$ 153,740.95</u>
Retainage to Date, 0%:	<u>\$ 7,687.05</u>
Work Completed to Date Less Retainage to Date:	<u>\$ 146,053.90</u>
Total Amount Previously Certified:	<u>\$ -</u>
Payment Request This Estimate:	<u>\$ 146,053.90</u>

I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.



Collin Kopitzke Project Manager 3.30.23

CONTRACTOR

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated 12/22/2022 between between the City of Corcoran (OWNER) and New Look Contracting (CONTRACTOR) and all authorized changes therto:



By Collin Kopitzke

Title Project Manager

Approval:

(CONTRACTOR)



Date 3.30.23

STANTEC CONSULTING SERVICES, INC.



Date 04/03/2023
Kent Tolve, P.E.

CITY OF CORCORAN

Date _____

END OF SECTION

Pay Request #1
 OWNER: CITY OF CORCORAN
 PROJECT: BRIDGE NO. 27J78 REPLACEMENT ON TRAILHAVEN ROAD
 Project Number: 227704119
 3/30/2023

LINE NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED TO DATE		Less Previous Payments		PAY REQUEST #1 MARCH 2023	
						QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	0.8	\$ 12,000.00	0.0	\$ -	0.8	\$ 12,000.00
2	CLEARING	EA	3	\$ 500.00	\$ 1,500.00	3	\$ 1,500.00	0.0	\$ -	3.0	\$ 1,500.00
3	GRUBBING	EA	3	\$ 250.00	\$ 750.00	3	\$ 750.00	0.0	\$ -	3.0	\$ 750.00
4	SALVAGE SIGN TYPE C	EA	4	\$ 55.00	\$ 220.00	4	\$ 220.00	0.0	\$ -	4.0	\$ 220.00
5	SALVAGE FENCE	LF	222	\$ 5.50	\$ 1,221.00	100	\$ 550.00	0.0	\$ -	100.0	\$ 550.00
6	REMOVE SEWER PIPE (STORM)	LF	70	\$ 125.00	\$ 8,750.00	70	\$ 8,750.00	0.0	\$ -	70.0	\$ 8,750.00
7	EXCAVATION - COMMON	CY	1250	\$ 5.50	\$ 6,875.00	1250	\$ 6,875.00	0.0	\$ -	1,250.0	\$ 6,875.00
8	SELECT GRANULAR EMBANKMENT (CV)	CY	900	\$ 32.50	\$ 29,250.00	913.5	\$ 29,688.75	0.0	\$ -	913.5	\$ 29,688.75
9	COMMON EMBANKMENT	CY	1100	\$ 5.50	\$ 6,050.00	0	\$ -	0.0	\$ -	0.0	\$ -
10	COMMON EMBANKMENT	TON	1600	\$ 19.50	\$ 31,200.00	380	\$ 7,410.00	0.0	\$ -	380.0	\$ 7,410.00
11	INSTALL 10 X 6 PRECAST CONCRETE BOX CULVERT END SECTION	EA	2	\$ 4,750.00	\$ 9,500.00	2	\$ 9,500.00	0.0	\$ -	2.0	\$ 9,500.00
12	INSTALL 10 X 6 PRECAST CONCRETE BOX CULVERT	LF	100	\$ 375.00	\$ 37,500.00	100	\$ 37,500.00	0.0	\$ -	100.0	\$ 37,500.00
13	COARSE FILTER AGGREGATE (CV)	CY	270	\$ 60.00	\$ 16,200.00	335	\$ 20,100.00	0.0	\$ -	335.0	\$ 20,100.00
14	6" PERF PVC PIPE DRAIN	LF	100	\$ 25.00	\$ 2,500.00	150	\$ 3,750.00	0.0	\$ -	150.0	\$ 3,750.00
15	GEOTEXTILE FILTER TYPE 5	SY	322	\$ 4.00	\$ 1,288.00	322	\$ 1,288.00	0.0	\$ -	322.0	\$ 1,288.00
16	RANDOM RIPRAP CLASS III	CY	50	\$ 135.00	\$ 6,750.00	44.32	\$ 5,983.20	0.0	\$ -	44.3	\$ 5,983.20
17	INSTALL FENCE	LF	222	\$ 20.00	\$ 4,440.00	100	\$ 2,000.00	0.0	\$ -	100.0	\$ 2,000.00
18	TRAFFIC CONTROL	LS	1	\$ 5,400.00	\$ 5,400.00	1	\$ 5,400.00	0.0	\$ -	1.0	\$ 5,400.00
19	INSTALL SIGN	EA	4	\$ 275.00	\$ 1,100.00	0	\$ -	0.0	\$ -	0.0	\$ -
20	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 1.00	\$ 1.00	1	\$ 1.00	0.0	\$ -	1.0	\$ 1.00
21	SILT FENCE; TYPE MS	LF	1360	\$ 2.50	\$ 3,400.00	190	\$ 475.00	0.0	\$ -	190.0	\$ 475.00
22	FLOTATION SILT CURTAIN MOVING WATER	LF	16	\$ 1.00	\$ 16.00	0	\$ -	0.0	\$ -	0.0	\$ -
23	EROSION CONTROL BLANKET CATEGORY 25	SY	2720	\$ 1.50	\$ 4,080.00	0	\$ -	0.0	\$ -	0.0	\$ -
24	SEEDING	AC	1	\$ 1,250.00	\$ 1,250.00	0	\$ -	0.0	\$ -	0.0	\$ -
25	COMMON TOPSOIL BORROW	CY	400	\$ 1.00	\$ 400.00	0	\$ -	0.0	\$ -	0.0	\$ -
26	SEED MIXTURE 25-141	LB	115	\$ 4.00	\$ 460.00	0	\$ -	0.0	\$ -	0.0	\$ -
				TOTAL BASE BID:	\$ 194,601.00	\$ 153,740.95	\$ -	\$ -	\$ -	\$ 153,740.95	

TOTAL ORIGINAL CONTRACT: \$ 194,601.00
 TOTAL BASE BID: \$ 194,601.00
 TOTAL PREVIOUS PAYMENTS: \$ -
 TOTAL CURRENT PAY REQUEST: \$ 153,740.95

CONTRACT SUMMARY

ORIGINAL CONTRACT AWARD AMOUNT	COMPLETE TO DATE	LESS PREVIOUS PAYMENTS	PAY REQUEST #1
\$ 194,601.00	\$ 153,740.95	\$ -	\$ 153,740.95
	\$ 7,687.05	\$ -	\$ 7,687.05
	\$ 146,053.90	\$ -	\$ 146,053.90

STAFF REPORT

Agenda Item:7I.

Council Meeting: April 13, 2023	Prepared By: Jessica Beise
Topic: Letter of Support – Hennepin County Environment and Energy	Action Required: Direction

Summary:

Watershed Commissioner Guenther has requested Council to consider approving a letter to Hennepin County to encourage the County to continue, and to potentially increase funding efforts.

Watershed Commissioner Guenther has drafted a letter of support for Council review.

Financial/Budget:

Continued funding, or possibly increased funding for water quality projects in Corcoran, or surrounding communities.

Options:

1. Authorize letter of support to Hennepin County Environment and Energy.
2. Decline sending a letter in support.

Recommendation

Staff recommends sending letter of support. HCEE is a resource for residents and assists in funding water quality projects in the area.

Council Action:

Consider a motion to authorize submission of letter in support to Hennepin County Environment and Energy.

Attachments:

1. Draft letter from Water Commission Guenther

DATE: April 7, 2023
TO: Corcoran City Council
FR: Ken Guenther
Commissioner,
Elm Creek Watershed Commission

Mayor McKee and Councilors:

Hennepin County Environment and Energy have been active in Corcoran over the past couple of years, assisting landowners with technical guidance and as a resource for obtaining funding for water quality projects. I believe it is well worth our effort to support HCEE in its annual budgeting process. I ask that you consider and approve sending a letter to Hennepin County (Board of Commissioners, staff with budget authority) encouraging the County to continue (and increase) funding these efforts. As of Council packet deadline, I am waiting for HCEE personnel to provide a list of names and addresses for the best persons to receive this letter. I will have those addressees prior to your April 13 meeting and will ask you to approve a final draft at that time. Thank-you.

DRAFT letter to Henn. Co.:

The City of Corcoran would like to express its appreciation and support for Hennepin County's Department of Environment and Energy's promotion of water stewardship in Western Hennepin County.

Property owners in Corcoran, in particular large tract and hobby farm owners, have received invaluable guidance, encouragement, and technical support in implementing best management practices on their land.

Hennepin representatives Kris Guentzel, Paul Steward and Kevin Ellis have worked to build a level of trust in our community that is allowing landowners to come forward to mitigate often longstanding water quality problems, and create land use solutions that will permanently benefit all Hennepin County residents. Examples of successes underway or completed include reconstruction of grassed waterways, creation of water and sediment control basins, livestock exclusion fences and waterers, and a multi-acre wetland restoration. Together with local landowner's, HCEE outreach has resulted in an annual reduction of over 47 tons of sediment and 110 pounds of phosphorus reaching Rush Creek alone.

Many parts of Corcoran are transitioning from open space to neighborhood and commercial uses. However, we know that substantial portions of Corcoran will likely remain as open space for many years. The challenges facing environmental stewardship in these areas, both technical and economic, will remain. HCEE is an important resource in addressing these challenges and we encourage, and pointedly ask, that the County and Board of Commissioners support and fully fund this department's outreach programs. We, in turn, look forward to supporting and

participating with HCEE in making Corcoran, and all of Western Hennepin County, an example of public and private partnership success in water quality stewardship.

Best regards,
City of Corcoran
Mayor Tom McKee

STAFF REPORT

Agenda Item: 7m.

City Council Meeting: April 13, 2023	Prepared By: Natalie Davis McKeown
Topic: Gmach Accessory Dwelling Unit (ADU) Conditional Use Permit (CUP) (PID 05-119-23-13-0011) (City File No. 23-002)	Action Required: Approval

Review Deadline: June 1, 2023

1. Request

The applicant, George Gmach, requests approval of a conditional use permit (CUP) for a detached accessory dwelling unit (ADU) of 1,152 square feet at 22600 Oakdale Drive.

2. Planning Commission Review

The Planning Commission reviewed this item at a public hearing on April 6, 2023. The Planning Commission unanimously (3-0) recommended approval of the draft resolution prepared by staff with the modification that the final roof material of the ADU be aesthetically similar in color rather than material. This change is reflected in the attached resolution.

3. Context

Level of City Discretion

The City's discretion in approving or denying a CUP is based on whether the proposal meets the standards outlined in the City Code. If it meets these standards, the City should approve the CUP.



Figure 1 Location Map

Zoning and Land Use

The property is in the Rural Residential (RR) District and is guided Rural/Ag Residential on the 2040 Future Land Use Map. This property is outside of the Metropolitan Urban Service Area (MUSA) boundary. All surrounding properties are zoned RR, guided Rural/Ag Residential, and outside of the MUSA.

Characteristics of the Site

The site has an existing single-family home in the front center of the lot in addition to two existing detached accessory structures. The Hennepin County Natural Resources Map does not reflect wetlands within the property lines. The 2040 Comprehensive Plan's Natural Resource Inventory Map does not identify known natural communities on the property.

4. Analysis of Request

Conditional Use Permit

The City approved a Zoning Ordinance Amendment (also requested by Mr. Gmach) in December 2022 which updated the ADU standards to allow for ADUs of up to 960 square feet to be approved through an administrative permit throughout the City and ADUs of up to 1,200 square feet to be approved through a CUP within the RR district. The applicant requests CUP approval to allow the conversion and expansion of an existing accessory structure located to the northwest of the principal home into an ADU of 1,152 square feet. The addition will include a bathroom and small kitchen that will be designed for handicap accessibility. The applicant intends to use the ADU for personal and family use and does not intend to rent out the ADU while it is under his ownership.

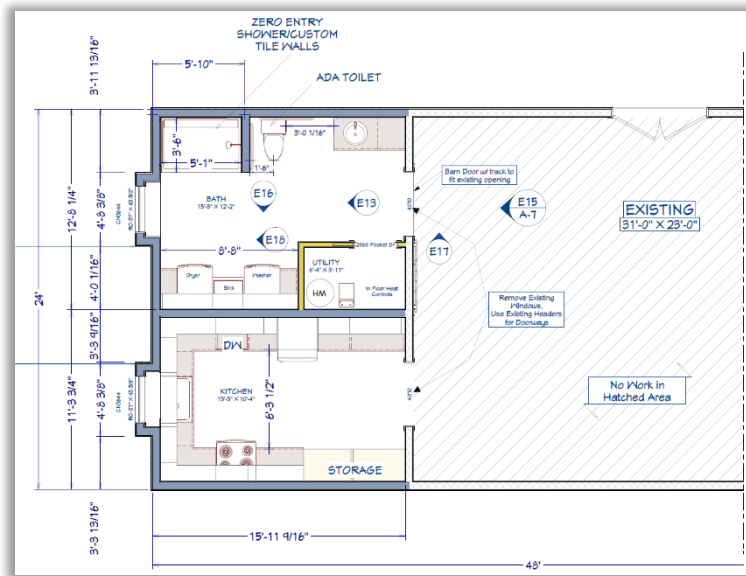


Figure 2 ADU Floor Plan

ADU Specific CUP Standards

The RR district permits ADUs of up to 1,200 square feet under a CUP in Section 1040.030, Subd. 4. The CUP for an ADU is subject to the following conditions:

1. *Not more than one accessory dwelling unit is allowed on a single-family detached lot.*

This condition is satisfied as there is no other ADU on the lot occupied by the existing single-family detached home.

2. *An attached or detached unit shall comply with the same minimum building setback requirements as required for the living portion of the principal dwelling unit.*

This condition is satisfied in the proposed plans. The table below includes the required setbacks:

Property Line	Required Setback
Front (south)	50 feet
Side (west & east)	25 feet
Rear (north)	25 feet

The applicant's site plan confirms that the existing accessory structure has a setback of at least 37' from the closest property line. Based on this measurement, the addition and ADU will comply with the required setbacks.

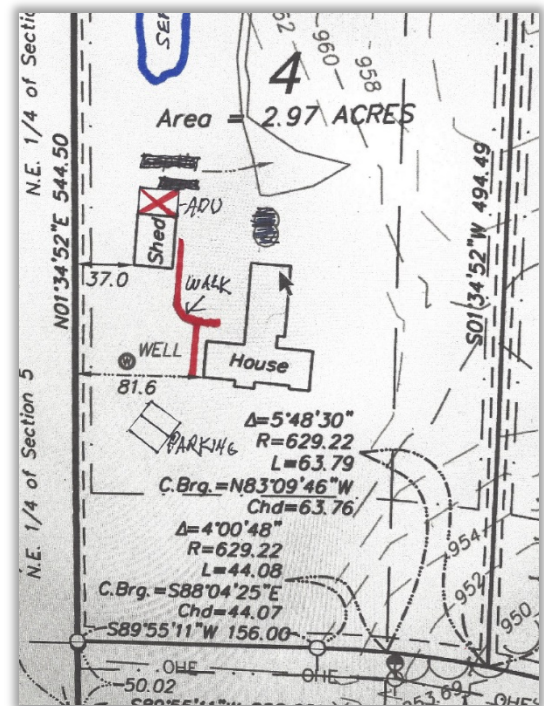


Figure 3 Site Plan

3. *An accessory dwelling unit shall be a clearly incidental and subordinate use, the gross floor area of which shall not exceed the gross floor area of the principal dwelling unit or 1,200 square feet, whichever is less. Accessory dwelling units that do not exceed 960 square feet can be approved through an Administrative Permit as detailed in Section 1040.030, Subd. 6(A).*

The proposed addition is 1,152 sq. ft. The applicant's narrative provides that the main floor square footage of the principal dwelling is 1,972 square feet. The submitted plat drawing (attached to this report) showing the footprint of the house confirms a square footage of at least this amount. The plans comply with this

standard without needing to consider the gross floor area of additional levels in the calculation.

4. *Unless otherwise specified in this Subdivision, a detached accessory dwelling unit shall be subject to the same regulations as provided under Section 1030 of this Chapter. In evaluating how a detached accessory dwelling unit fits within the size limitations outlined in Section 1030, only the footprint of the accessory dwelling unit is subject to the accessory structure size limit provided for all zoning districts.*

The ADU is located in the rear yard. The submitted site plans confirm a building separation of at least 10 feet. This property is 2.97 acres. Historically, properties have been allowed to round up to the nearest tenth of an acre, which would allow the applicant an accessory structure footprint of 1,813 square feet. The footprint of the proposed ADU is 1,152 square feet. There is one other accessory structure reflected on the aerial view of the property. Based on the building permit on file with the City, the smaller accessory structure to the northeast has a footprint of 264 square feet. The ADU and site comply with the accessory structure footprint limit.

The sidewall height is roughly 9', but the actual height of an ADU is subject to the same height standards for the principal dwelling, which will be discussed later in this report. However, the eaves and overhangs standard (based on the sidewall height) for accessory structures still apply to ADUs. For a sidewall height of less than 10', the eaves and overhangs must be a minimum of 12". Staff interprets eaves to mean the underside or the soffits on the side of a building. The overhang is the edge of the roof over the front/rear elevations. Under this interpretation, the eave is 24" but the overhang is 10". The applicant provided that the existing structure is legal non-conforming with this standard as it was constructed in 1996 prior to the adoption of the current standard. However, the plans for the addition should be revised to reflect an overhang of 12".

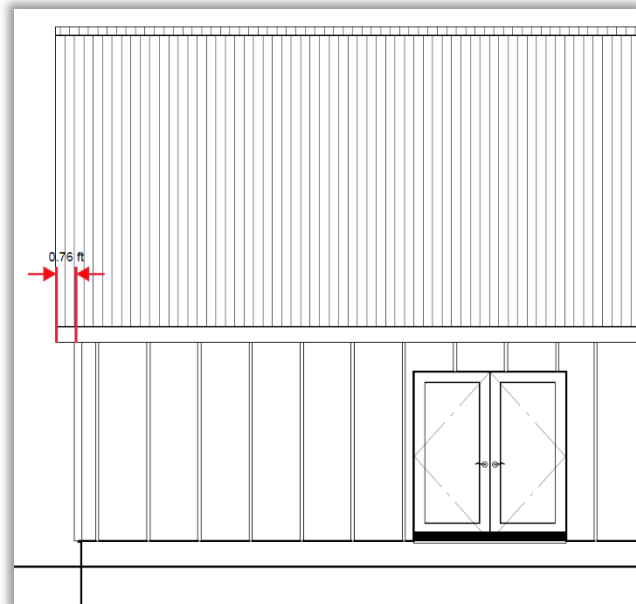


Figure 4 Elevation with Overhang Measurement

5. *The exterior design of an accessory dwelling unit shall incorporate a similar architectural style, colors, and materials as the principal building in the lot.*

The applicant provided photos of the principal dwelling as well as the existing accessory structure that will be converted into an ADU.



Figure 5 Principal Dwelling



Figure 6 Accessory Structure

The architectural style, colors, and materials for the ADU look to be similar to the principal structure. The ADU plans show a metal roof, but the applicant's narrative explains they intend to have a bid completed for both a metal roof and architectural asphalt. If the asphalt is chosen, this will match with the principal dwelling. If the metal is selected, the applicant offers to reroof the principal residence to match the ADU. This was an original condition of the resolution forwarded to the Planning Commission. The Planning Commission moved to modify this condition so that the roof material simply must match in color between the principal and accessory dwelling units rather than requiring the exact same material to provide flexibility to the applicant in how he chooses to proceed. This change seems to meet the spirit of the standard, and the attached resolution is updated to reflect this change.

If the applicant proceeds with a metal roof covering, a Certificate of Compliance will be required. Since there is a chance the applicant may proceed with an asphalt roof, staff believes it would be best to handle a Certificate of Compliance for a metal roof with a building permit if it becomes necessary. Residential dwellings with metal roof coverings must satisfy the following requirements for the Certificate of Compliance:

- a. Meet the standards adopted by the Minnesota State Building Code.
 - b. Have concealed fasteners.
 - c. Are high quality commercial thickness/weight.
 - d. Have been treated with factory applied color coating system against any fading or degradation.
6. *The owner of the property shall reside in the principal dwelling unit or in the accessory dwelling unit.*

The applicant's narrative confirms their intent to use the ADU for their personal use and will continue to live either in the principal dwelling or the ADU. This standard is included as a condition in the draft resolution to ensure current and future property owners continue to comply with this standard.

7. *There shall be no separate ownership of the accessory dwelling unit.*

There is no separate ownership proposed. This standard is met and is provided as a condition of approval in the draft resolution for the CUP to ensure ongoing compliance.

8. *In addition to the parking spaces required for the principal dwelling unit on the lot, two off-street parking spaces shall be provided for an accessory dwelling unit. Such accessory dwelling unit parking spaces shall not conflict with the principal*

dwelling unit parking spaces and shall comply with the requirements of this Chapter.

The applicant's plans show a parking area of roughly 25' by 25' off the existing driveway area that exceeds the 10' setback requirement from the side property line. The proposed parking will comfortably accommodate two vehicles and will not create a conflict with parking for the principal dwelling. This standard is satisfied.

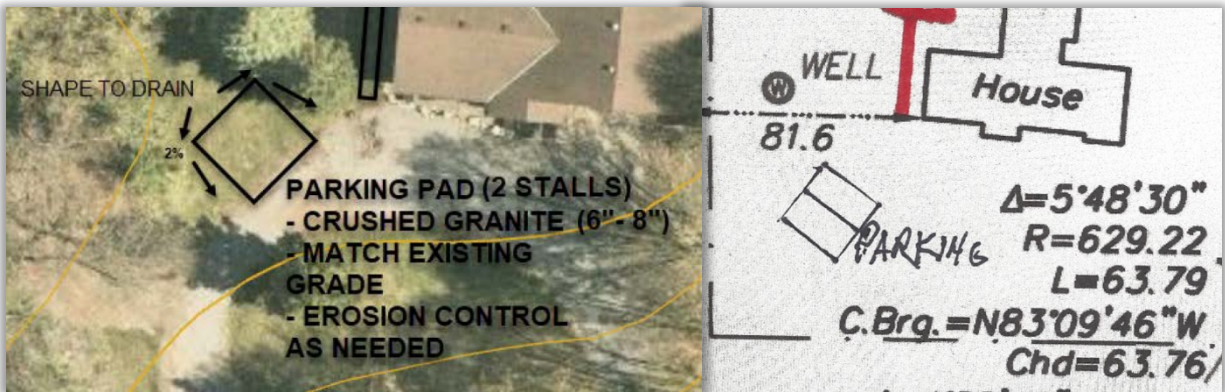


Figure 7 Grading and Site Plan Showing Parking

9. An accessory dwelling unit shall use the same street number as the principal dwelling unit but must include a unique identifier that is consistent with the City's Street Naming and Addressing Policy to ensure compatibility with Hennepin County, the U.S. Postal Service, and emergency service providers. The entryway to an accessory dwelling unit shall include identifying signage and be connected to the driveway with an improved walkway.

The address and identifying signage will be finalized at building permit. Per Public Safety's recommendation, staff anticipates an address of 22600 Oakdale Dr, Building (Bldg.) 1 for the principal dwelling and 22600 Oakdale Dr, Bldg. 2 for the detached ADU. The applicant's plans show an improved walkway to be added from the driveway to an existing walkway in the backyard that connects to the accessory structure. This standard is satisfied with a condition of approval to finalize addressing and signage at building permit.

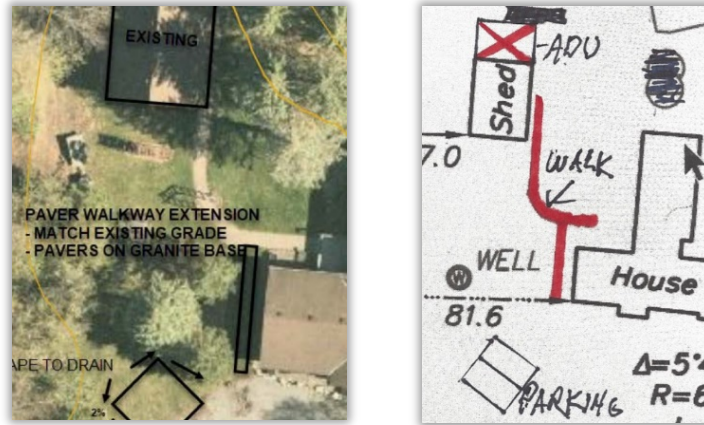


Figure 8 Grading & Site Plan Showing Walkway

10. Accessory dwelling units are subject to the same height restriction for principal structures as determined by the zoning district but must not exceed the existing height of the principal structure.

Maximum principal building height in RR district is 35 feet. Building height for a pitched or hip roof is defined as the vertical distance to be measured from the grade of a building line to the mean distance of the highest gable. Based on the submitted elevations, the ADU height measures at roughly 15.6'. This measurement is an estimate, and staff recommends that the plans be revised to clearly dimension the height of the structure per the City Code definition. Regardless, the structure complies with the district limit of 35'. Additionally, ADUs cannot exceed the height of the principal structure. The house was built in the 1970s, and the City does not appear to have a record of the original building permit and building plans from this time. The applicant submitted rough dimensions to staff in March taken from the interior of the building. After taking into account the grade of the building, staff is comfortable concluding that the height of the ADU does not exceed the height of the principal dwelling.

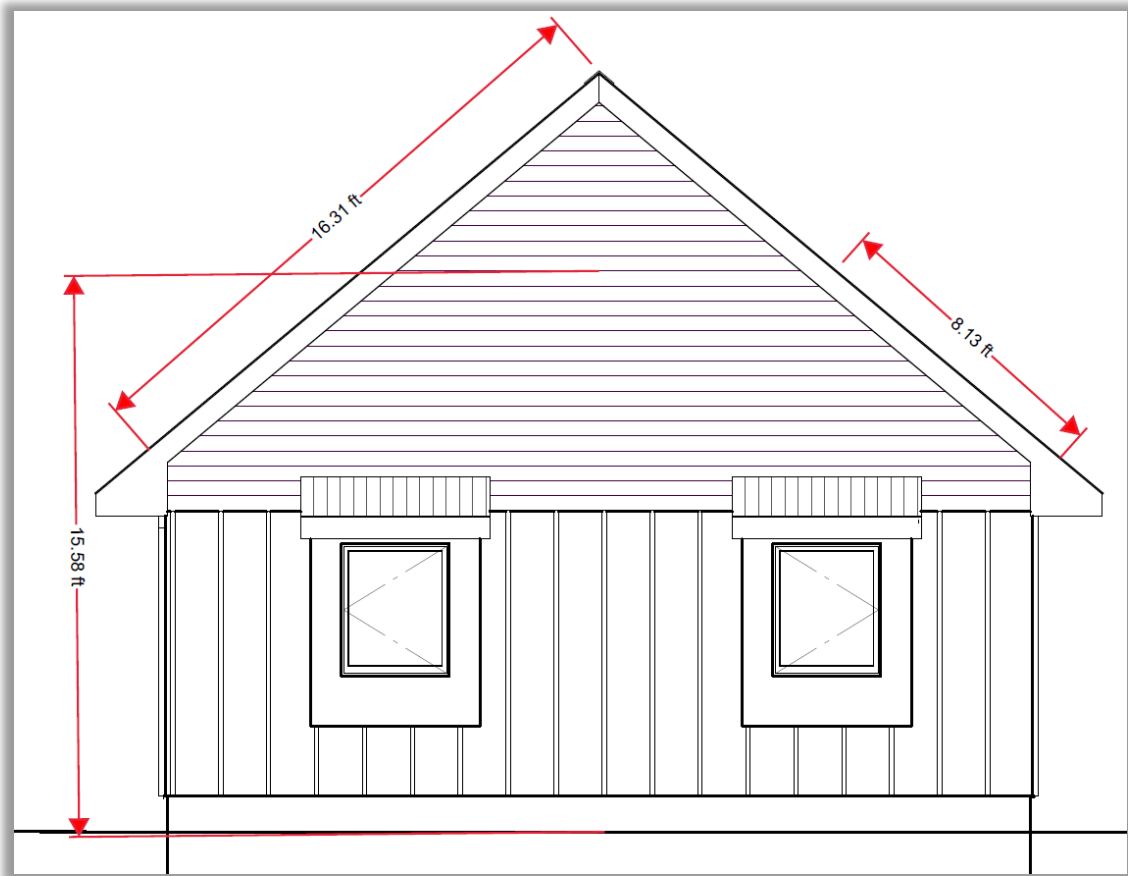


Figure 9 Elevation with Estimated Building Height

General CUP Evaluation Criteria

Section 1070.020, Subd. 3 of the Zoning Ordinance provides 7 general factors to consider in the review of a CUP request.

A. Compliance with and effect upon the Comprehensive Plan, including public facilities and capital improvements plans.

The proposed ADU is compatible with the 2040 Comprehensive Plan. The Rural/Ag Residential land use category is intended to include natural areas, planted fields, pastureland, hobby farms, and large residential lots. Since the ADU cannot be separated from the principal dwelling, the density of the area will remain roughly 1 unit for every 10 acres as anticipated in the Comprehensive Plan. The Engineering Memo (attached to this report) notes there are no concerns with infrastructure or drainage. The proposed ADU does not impact capital improvement plans.

B. The establishment, maintenance, or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals, or comfort.

The establishment and ongoing use of the ADU will promote the general public welfare as it will allow for the current homeowners to age in place and future homeowners to have options for their own family or economic opportunities. There is no evidence to suggest an ADU that complies with the standards established by the City will be detrimental to or endanger the public health, safety, morals, or comfort.

C. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The ADU will be housed in an accessory structure that exists today. The applicant's narrative explains the addition will be screened from public view and adjacent properties by mature trees on all sides. Minimal impact, if any, to the existing trees is expected as a result of this project. It is unlikely that the surrounding residents and property will be negatively affected by the addition of a bathroom and kitchen and ongoing residential use of the accessory structure.

D. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

There is no evidence to suggest that the ADU will impede normal and orderly development of the surrounding properties.

E. Adequate public facilities and services are available or can be reasonably provided to accommodate the proposed use.

This property is served by private septic and well. The ADU is proposed to be served by a septic system installed in 2021 for a five-bedroom home that was installed with the objective of an eventual ADU in mind. The private well for the property will be shared with the ADU and the casing is tapped for an additional service line per the applicant's narrative. Staff has no concerns with the ability of the applicant to provide utilities to the ADU.

F. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

The ADU conforms to all applicable regulations of the RR district as discussed throughout this report.

G. The conditional use and site conform to performance standards as specified by this Chapter.

The ADU and site conform to the applicable performance standards as discussed throughout this report. No concerns or nonconformities were noted in the analysis of the applicant's plans.

5. Recommendation

Staff recommends approval of Resolution 2023-28 approving the CUP for an ADU of 1,152 square feet at 22600 Oakdale Drive with conditions as outlined in this report.

Attachments:

1. Resolution 2023-28 Approving the Conditional Use Permit for an Accessory Dwelling Unit
2. Applicant's Narrative
3. Engineering Memo
4. Aerial Photo Mark-up
5. Site Plan
6. Grading Plan
7. Building Plans
8. Preliminary Plat Gmach Farm Subdivision

RESOLUTION NO. 2023-28

Motion By:
Seconded By:

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT FOR GEORGE GMACH AT 22600 OAKDALE DRIVE (PID 05-119-23-13-0011) (CITY FILE NO. 23-002)

WHEREAS, George Gmach (“the applicant”) requested approval of a conditional use permit to construct an accessory dwelling unit on an existing 2.97-acre parcel legally described as:

See Attachment A

WHEREAS, the Planning Commission reviewed the plan at a duly called Public Hearing and recommends approval;

NOW, THEREFORE, BE IT RESOLVED that the Corcoran City Council approves the request for a conditional use permit, subject to the following conditions:

1. A conditional use permit is approved to allow construction of an accessory dwelling unit, in accordance with the application materials and plans received by the City on January 6, 2023, February 1, 2023 and February 3, 2023 except as amended by this resolution.
2. The applicant shall comply with the City Engineer’s Memo dated February 21, 2023.
3. A conditional use permit to allow an accessory dwelling unit of 1,152 square feet is approved, subject to the following findings that specific criteria as outlined in Section 1040.030, Subd. 4 are satisfied:
 - a. No more than one accessory dwelling unit shall be allowed on the property.
 - b. The accessory dwelling unit shall comply with the same minimum building setback requirements as required for the living portion of the principal dwelling unit.
 - c. The accessory dwelling unit shall not exceed 1,200 square feet.
 - d. The detached accessory dwelling unit complies with applicable regulations under Section 1030 of the Zoning Ordinance.
 - e. The exterior design of the accessory dwelling unit shall incorporate a similar architectural style, colors, and materials as the principal dwelling on the lot.
 - f. The owner of the property shall reside in the principal dwelling unit or in the accessory dwelling unit.
 - g. There shall be no separate ownership of the accessory dwelling unit.

RESOLUTION NO. 2023-28

- h. Two off-street parking spaces shall be provided for the accessory dwelling unit. Such accessory dwelling unit parking spaces shall not conflict with the principal dwelling unit parking spaces and shall comply with the Zoning Ordinance requirements.
 - i. The accessory dwelling unit shall use the same street number as the principal dwelling unit but must include a unique identifier that is consistent with the City's Street Naming and Addressing Policy to ensure compatibility with Hennepin County, the U.S. Postal Service, and emergency service providers. The entryway to an accessory dwelling unit shall include identifying signage and be connected to the driveway with an improved walkway.
 - j. The accessory dwelling unit is subject to the same height restriction for principal structures in the Rural Residential district but must not exceed the height of the principal dwelling.
- 4. A conditional use permit is approved to allow for an accessory dwelling unit of 1,152 square feet subject to the findings that applicable criteria as outlined in Section 1070.020 (Conditional Use Permits) of the Corcoran Zoning Ordinance are satisfied. Specifically:
 - a. The accessory dwelling unit complies with the Comprehensive Plan, including public facilities and capital improvement plans. The project is consistent with the Rural/Ag Residential land use designation and maintains the density and desired rural character of the area.
 - b. The establishment and ongoing use of the accessory dwelling unit will promote the general public welfare by allowing for additional housing and economic opportunities for the existing and future property owners. There is no evidence to suggest an accessory dwelling unit that complies with the standards established by the City will be detrimental to or endanger the public health, safety, morals, or comfort.
 - c. The accessory dwelling unit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The accessory dwelling unit will be an addition to an existing accessory structure that is screened by mature trees on all sides and is unlikely to negatively affect adjacent properties.
 - d. The establishment of the accessory dwelling unit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
 - e. Adequate facilities can be reasonably provided to accommodate the accessory dwelling unit.
 - f. The accessory dwelling unit conforms in all other respects to the applicable regulations of the Rural Residential district.

RESOLUTION NO. 2023-28

- g. The accessory dwelling unit and site conform to performance standards in the Zoning Ordinance.
- 5. A building permit is required prior to beginning construction.
- 6. A unit address will be assigned at building permit and City-approved identifying signage will be required for the principal and accessory dwelling units.
- 7. FURTHER, that the following conditions must be met prior to issuance of a building permit:
 - a. The building plans must be revised to show the following:
 - i. An overhang on the addition portion of the building of at least 12 inches.
 - ii. Dimension the building height as defined in Section 1020 of the Zoning Ordinance.
 - iii. Confirm the final roof covering to be used on the accessory dwelling unit.
 - 1. If metal roofing is selected, a Certificate of Compliance will be required.
 - 2. If metal roofing is selected, the roof material of the accessory dwelling unit must be aesthetically similar in color to the roof material of the principal dwelling.
 - b. The applicant must record the approving resolution at Hennepin County and provide proof of recording to the City.
- 8. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use.

VOTING AYE

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan
- Vehrenkamp, Dean

VOTING NAY

- McKee, Tom
- Bottema, Jon
- Nichols, Jeremy
- Schultz, Alan, Jeremy
- Vehrenkamp, Dean

Whereupon, said Resolution is hereby declared adopted on this 13th day of April 2023.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

RESOLUTION NO. 2023-28

ATTACHMENT A

Lot 4, Block 1, Gmach Farm Subdivision, Hennepin County, Minnesota.

George Gmach
22600 Oakdale Drive
Rogers, MN 55374

City of Corcoran
8200 CR 116
Corcoran, MN 55340

January 6, 2023

Honorable Mayor, City Council and Planning Commission,

We are owners of Lot 4, Block 1, Gmach Farm Subdivision (PID: 05-119-23-13-0011). We built the home on a corner of the family farm in 1976. The original lot was reconfigured and additional ROW was dedicated with a replat in 2017. The current lot is 3.0 acres after the road ROW is excluded (rounded to the nearest tenth).

We are requesting a conditional use permit for an Accessory Dwelling Unit (ADU) that exceeds the 960 square foot limit for administrative approval but is under the 1,200 square foot conditional use limit in the rural residential zone. The proposed ADU requires a 16' long addition to the north side of an existing building. The principal dwelling unit main floor square footage is 1,972 square feet. The recreation building is 768 square feet, and the addition will make it 1,152 square feet. We will be under the 1,813 allowed accessory size for the lot.

The addition is screened from public view and the adjacent properties. The addition will not be visible from the road and is screened by mature trees on all sides. There is no impact on drainage for adjacent lots.



View from road – ADU is to the left and behind the house and trees.



View from the north end of the lot near the border of the family farm – ADU is on the right. The structure on the left is an 11x20 shelter for a maple syrup evaporator.



Interior finish of existing building. The intent is to preserve the naturally oxidized white pine interior. The interior height is 9' at sidewalls and 15' at center.



View of the existing building looking NW from the principal dwelling. The roof peak is 20' high. The SW corner is 37' from the side lot line. The remaining building is slightly angled away from the lot line.

The addition allows for a bathroom and small kitchen without significant modifications to the existing building which was constructed in 1996. The roofline it intended to match the existing 10:12 pitch. The plan shows a metal roof. Our intent is to get alternate bids for metal or architectural asphalt. If metal is selected the plan is to reroof the principal dwelling unit to match. If asphalt is chosen it will match the existing principal dwelling unit.

We do not anticipate renting the ADU. The ADU will be built to allow for handicapped accessibility should that become necessary in the future. A future owner could be expected to either continue the current use or comply with the rental ordinance. The unit is not a commercial enterprise and is to be continuously used as an ADU.

The unit is not intended to house employees.

There are no animals.

There is no added traffic. Space for parking two cars will be improved as required.

A new septic system installed in 2021 was sized for a five-bedroom home with the longer-range objective of adding an ADU. The well is 214 feet deep in bedrock and the casing is tapped for an additional service line. The pressure tank and controls will remain in the principal dwelling unit.

There is no environmental impact of any significance. The building is screened from adjacent uses by mature trees. There are no expansion plans.

Adjacent uses north and south are agricultural. Adjacent uses east and west are large lot residential.

A preliminary plat map shows location of buildings and the well. The septic has been replaced as previously noted. The property was delineated for wetlands at the time of the re-plat. There are no wetland impacts.

All property taxes are paid. The records can be viewed on the Hennepin County website.

Sincerely,
George B. Gmach and Jean L. Gmach

Enclosures: Plans
Photo of surrounding area
2017 survey
Application for CUP

To: Natalie Davis McKeown
Planner

From: Kent Torve, PE
City Engineer

Project: Gmach ADU CUP

Date: February 21, 2023

Summary:

- The parking pad grading (2 stalls), walkway extension and building addition reviewed for the Gmach ADU do not affect City infrastructure or drainage.
- Building permit will still be required to show drainage and land disturbance areas.



A = ADDITION P = PARKING AREA W = WALKWAY EXTENSION

L. U. U. U. U.

West Line of the S.E. 1/4
of the S.W. 1/4 of the
N.E. 1/4 of Section 5

S.W. Corner of the S.E.
1/4 of the S.W. 1/4 of the
N.E. 1/4 of Section 5

N01°34'52"E 544.50

S01°34'52"W 494.49

Tree Line

N88°

200.00

90°0'0"

90°0'0"

63.49

SEPTIC

4

Area = 2.97 ACRES

Shed

ADU

WALK

WELL

House

37.0

81.6

PARKING

$\Delta=5'48'30''$

$R=629.22$

$L=63.79$

C.Brg. = N83°09'46"W

Chd = 63.76

$\Delta=4'00'48''$

$R=629.22$

$L=44.08$

C.Brg. = S88°04'25"E

Chd = 44.07

S89°55'11"W 156.00

OHE

OHE

50.02

S89°55'11"W 200.08

953.69

OHE

136.50

SB

SB F

958

960

960

958

956

Area =

$\Delta=7'$

$R=6$

$L=7$

C.Brg.

Chd =

Field Line

50

3

SHAPE TO DRAIN

2%

ADDITION

EXISTING

PAVER WALKWAY EXTENSION
- MATCH EXISTING GRADE
- PAVERS ON GRANITE BASE

SHAPE TO DRAIN

2%

PARKING PAD (2 STALLS)

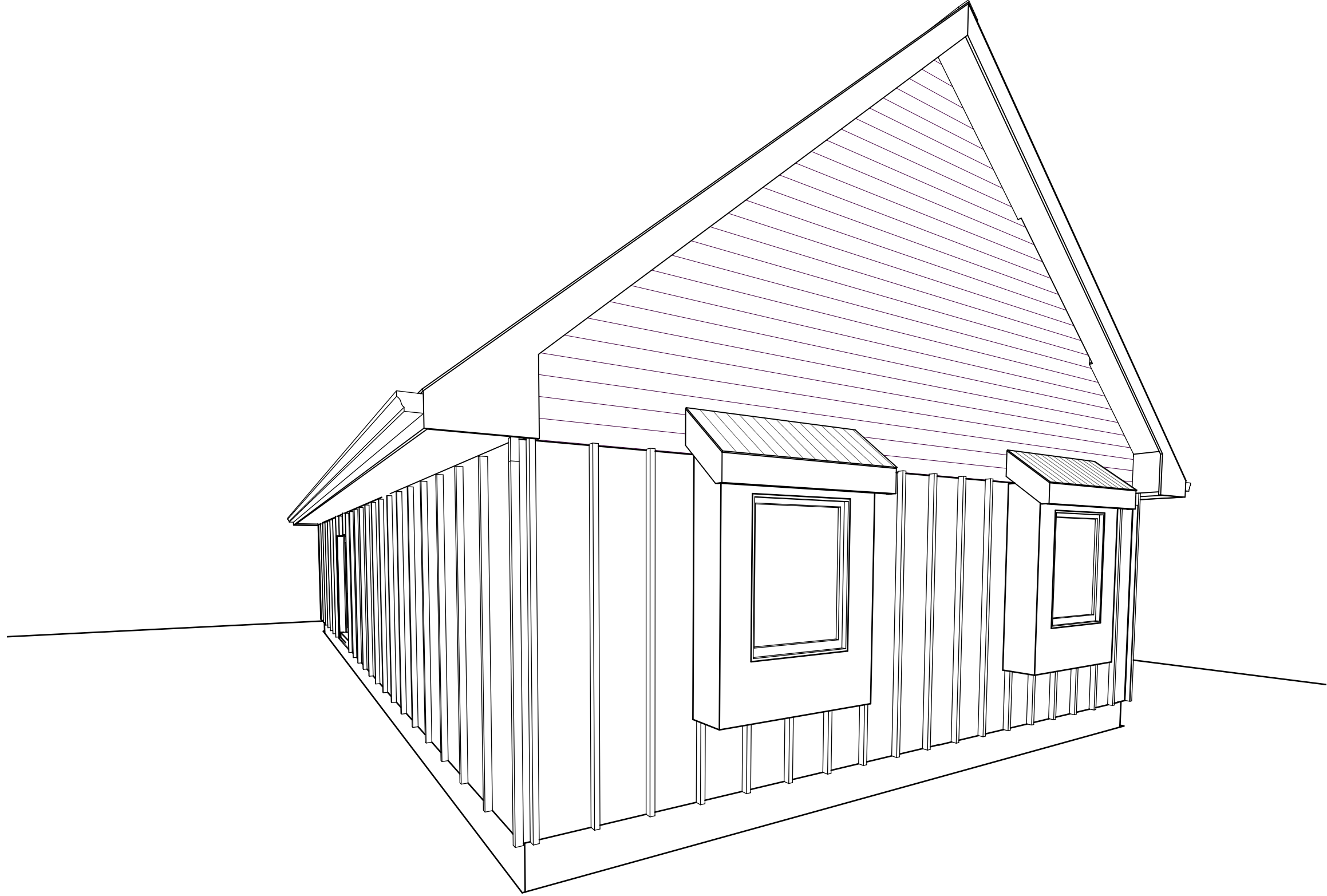
- CRUSHED GRANITE (6" - 8")
- MATCH EXISTING GRADE
- EROSION CONTROL AS NEEDED



George & Jean Gmach ADU Addition



COVER PAGE



DRAWINGS PROVIDED FOR:

George & Jean Gmach

Date Drawn:
04/11/2022

Revised:
06/03/2022
07/24/2022

SCALE:

SHEET:

A-1



MAIN FLOOR

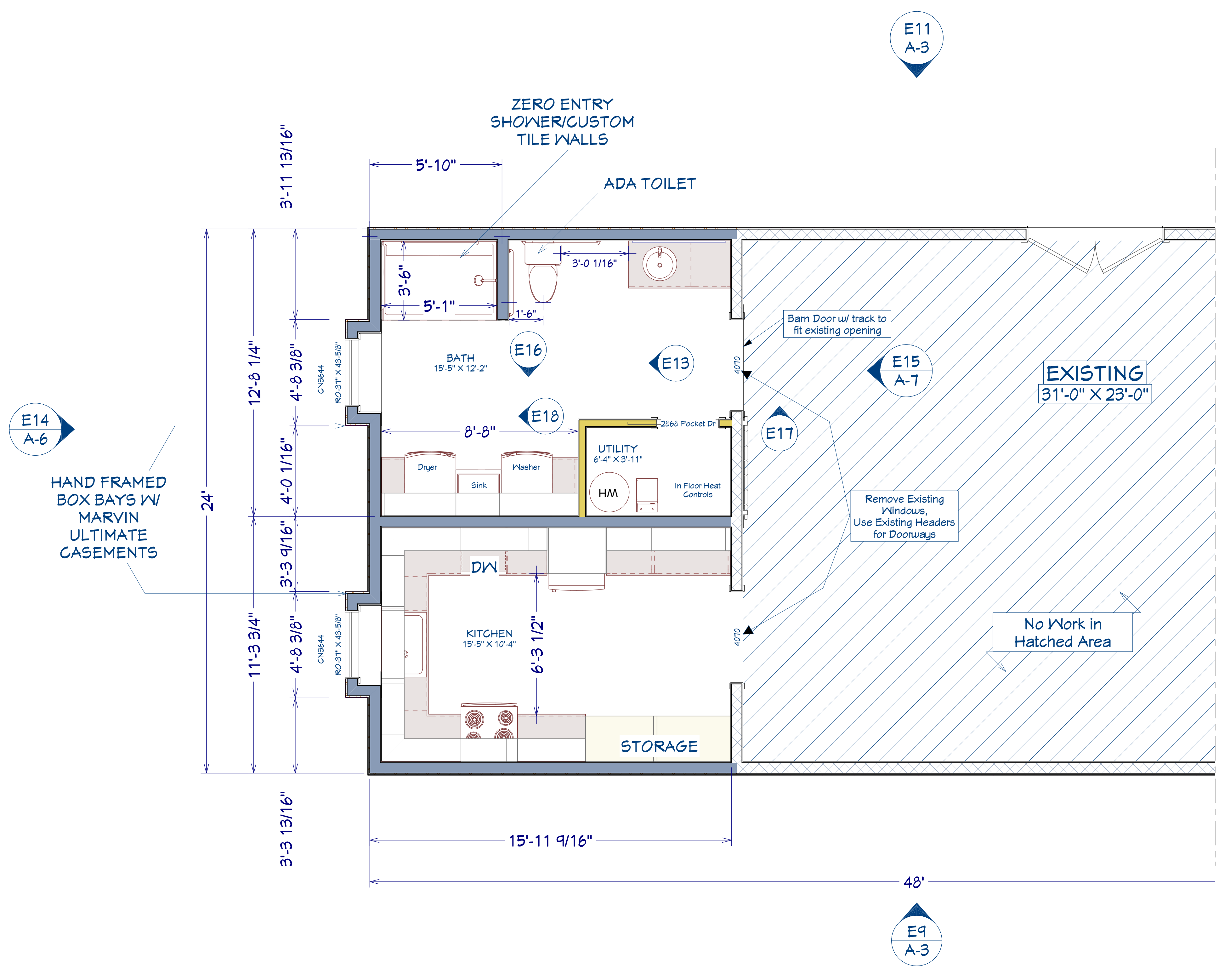
DRAWINGS PROVIDED FOR:
George & Jean Gmach

Date Drawn:
04/11/2022

Revised:
06/03/2022
07/24/2022

SCALE:
3/8" = 1'-0"

SHEET:
A-2



EXTERIOR FINISH NOTES:

Exterior finish to be Board & Batten siding over 23/32" sheathing/house wrap.

Gable end to be lap siding to match existing

Window trim to match existing

MATERIALS AND COLOR BY OWNER.

Roofing TO BE Standing Seam Metal Roof (Color TBD)

FINISH GRADE SHALL SLOPE AWAY FROM STRUCTURE MIN. 1/2" PER FOOT OF RUN FOR 4' MIL

INTERIOR FINISH NOTES:

Walls & Ceilings to be Pine T&G siding to match existing

Windows to be Marvin Ultimate Casements w/ Wash Mode-Color to match existing

Utility Room-Pocket Door, style to be determined

Bathroom-Barn Door with track, style to be determined

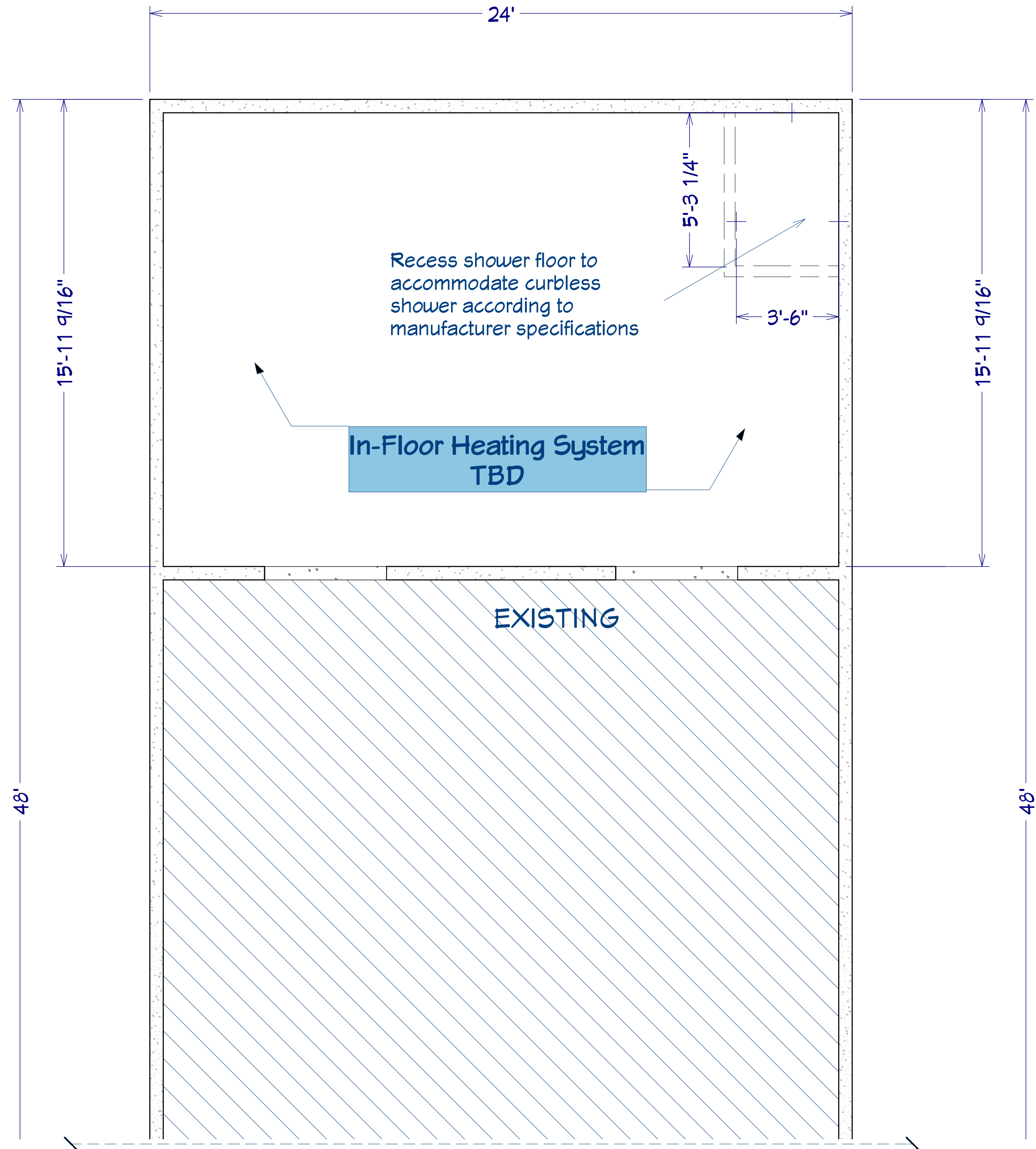
ADA Toilet with 18" clearance on wall side, minimum 36" clearance on cabinet side

Addition to have in-floor heating w/ heater unit in Utility Room

Concrete floor in shower area to be recessed to allow for zero entry shower floor

Shower walls & floor to be large format tile, Color TBD

Include sink in laundry area w/ removable counter



FOUNDATION PLAN

DRAWINGS PROVIDED FOR:
George & Jean Gmach

Date Drawn:
04/11/2022

Revised:
06/03/2022
07/24/2022

SCALE:
3/8" = 1'-0"

SHEET:
A-4

EXTERIOR ELEVATIONS

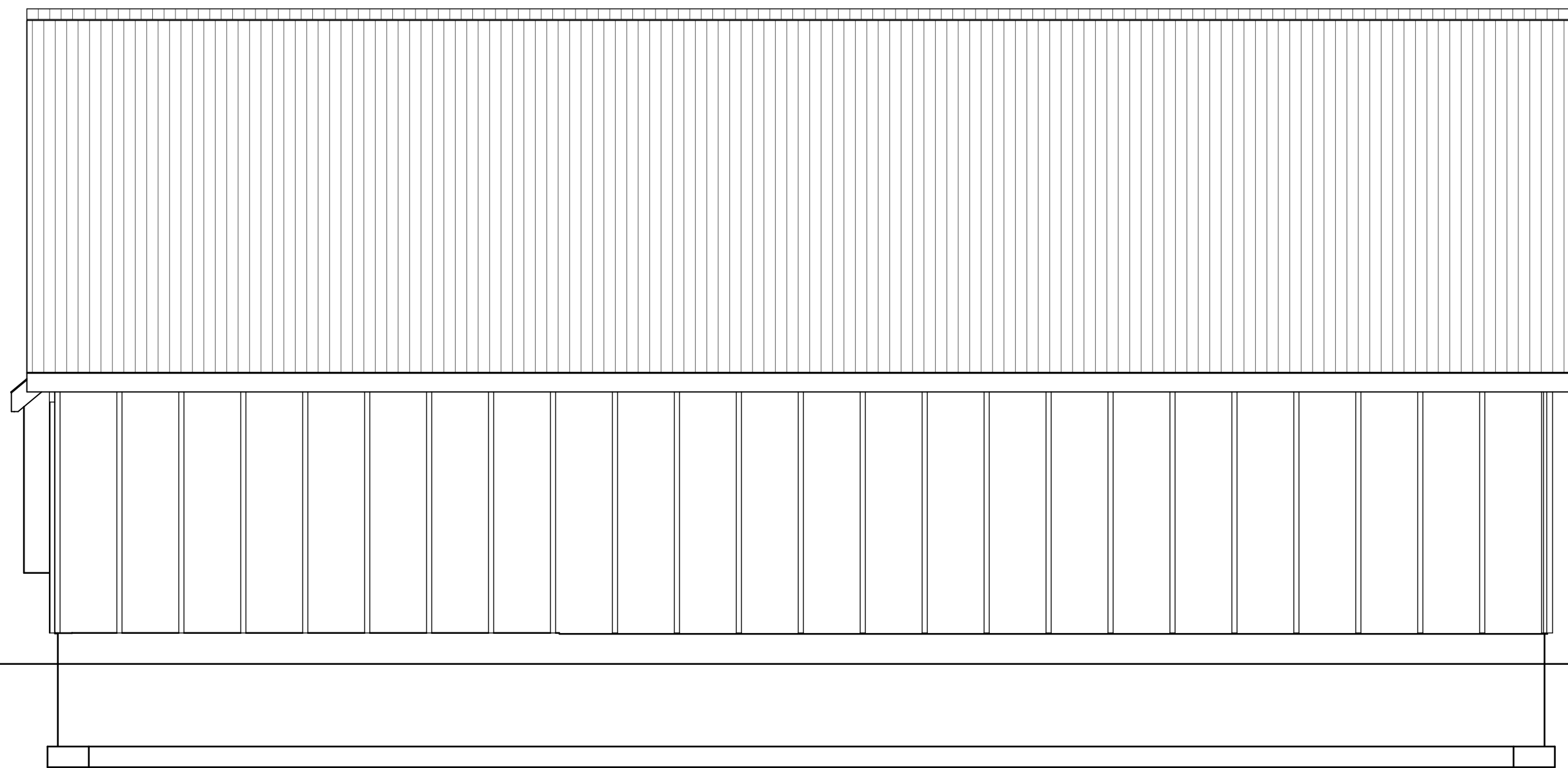
DRAWINGS PROVIDED FOR:
George & Jean Gmach

Date Drawn:
04/11/2022

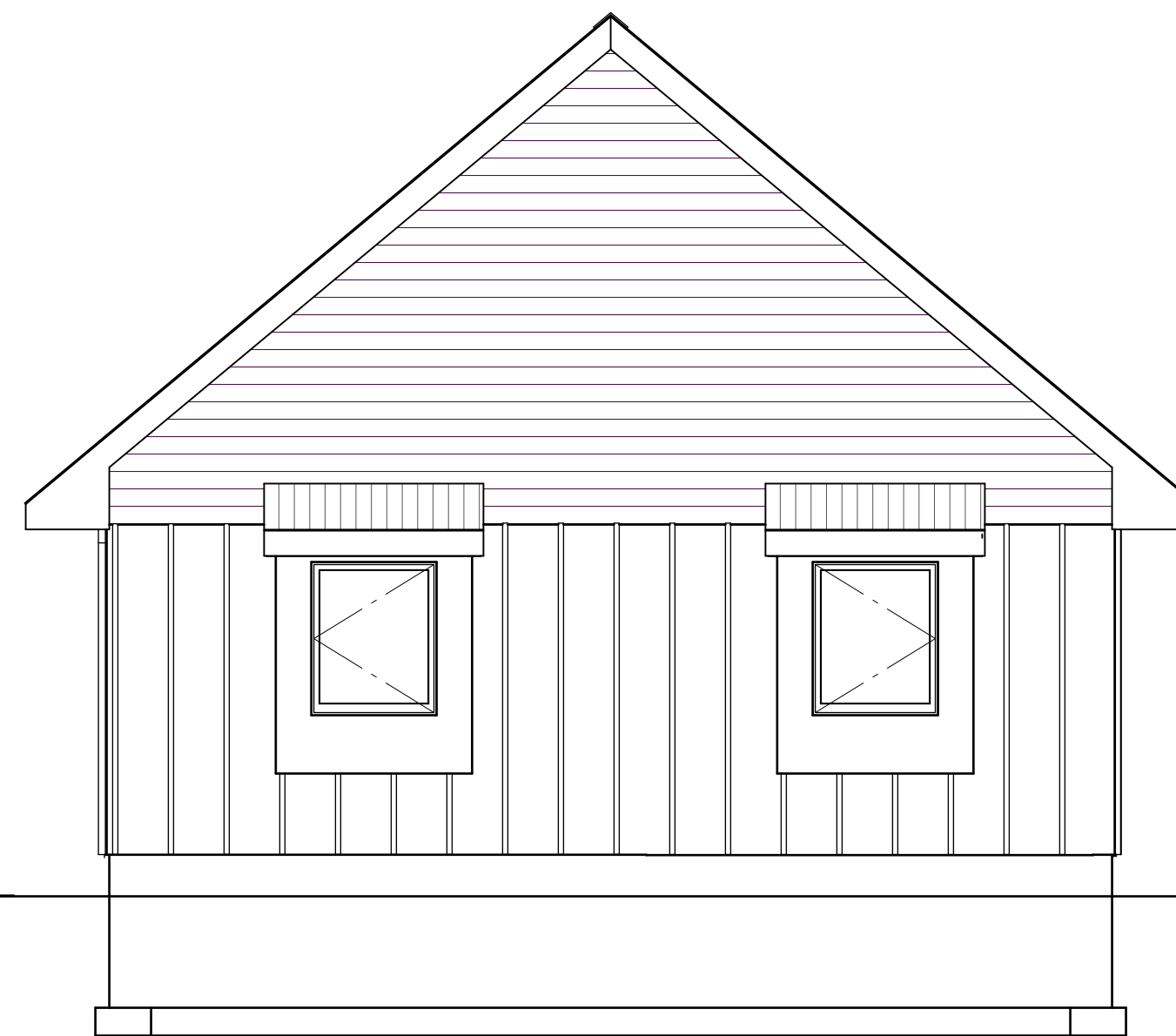
Revised:
06/03/2022
07/24/2022

SCALE:
1/4" = 1'-0"

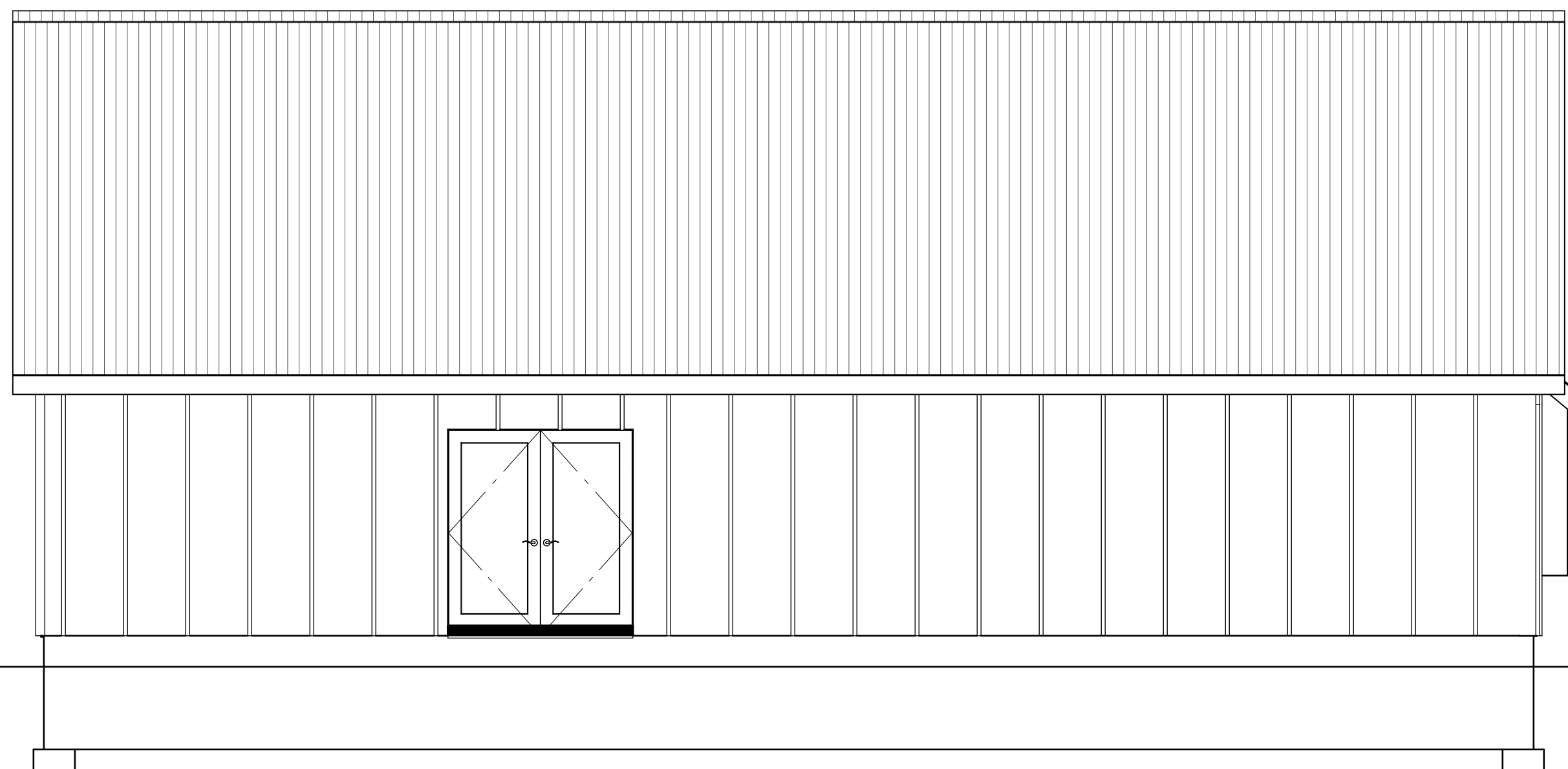
SHEET:
A-3



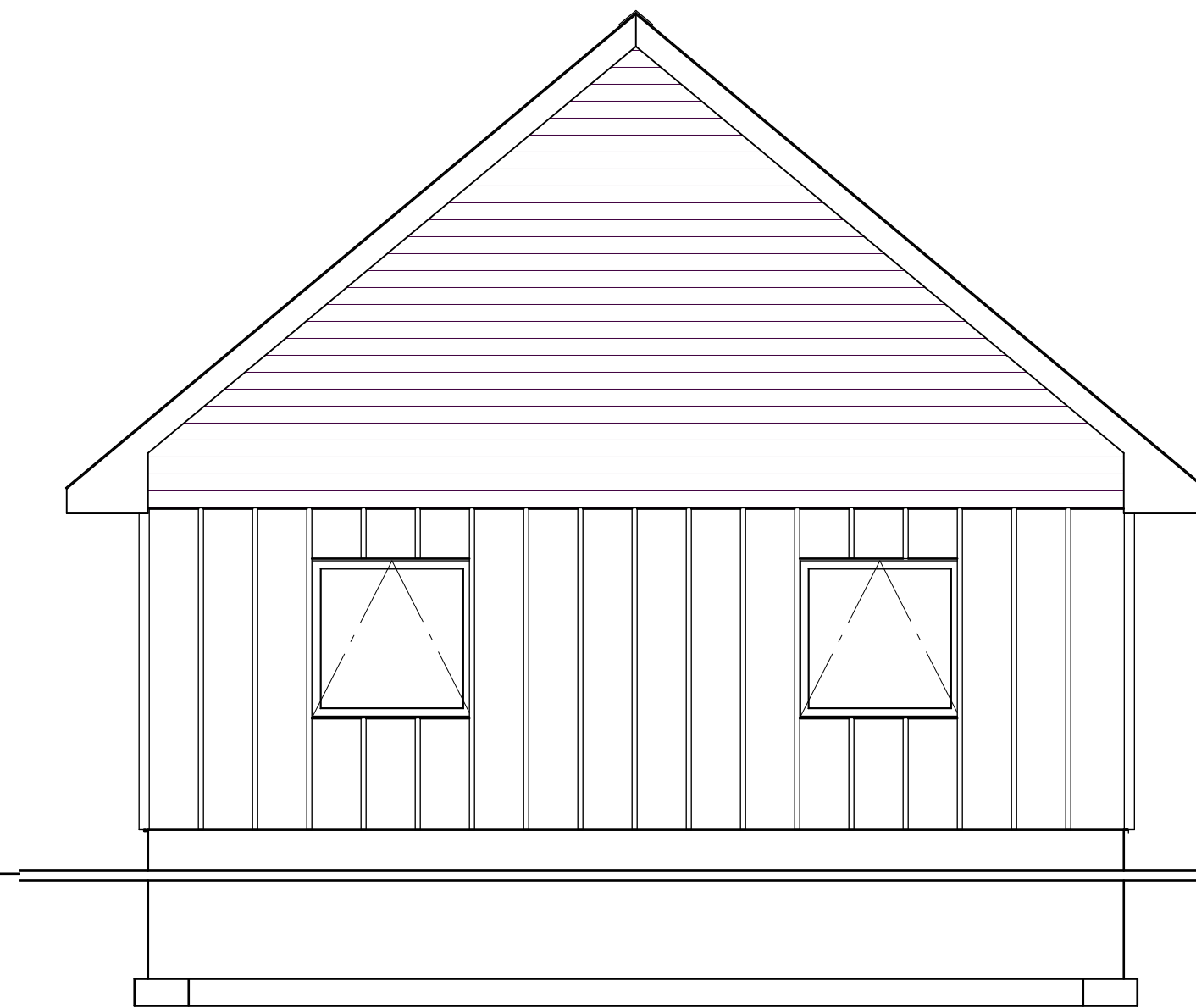
E9 Exterior Elevation Front



E10 Exterior Elevation Left



E11 Exterior Elevation Back



E12 Exterior Elevation Right

Wall/Roof Section

George & Jean Gmach

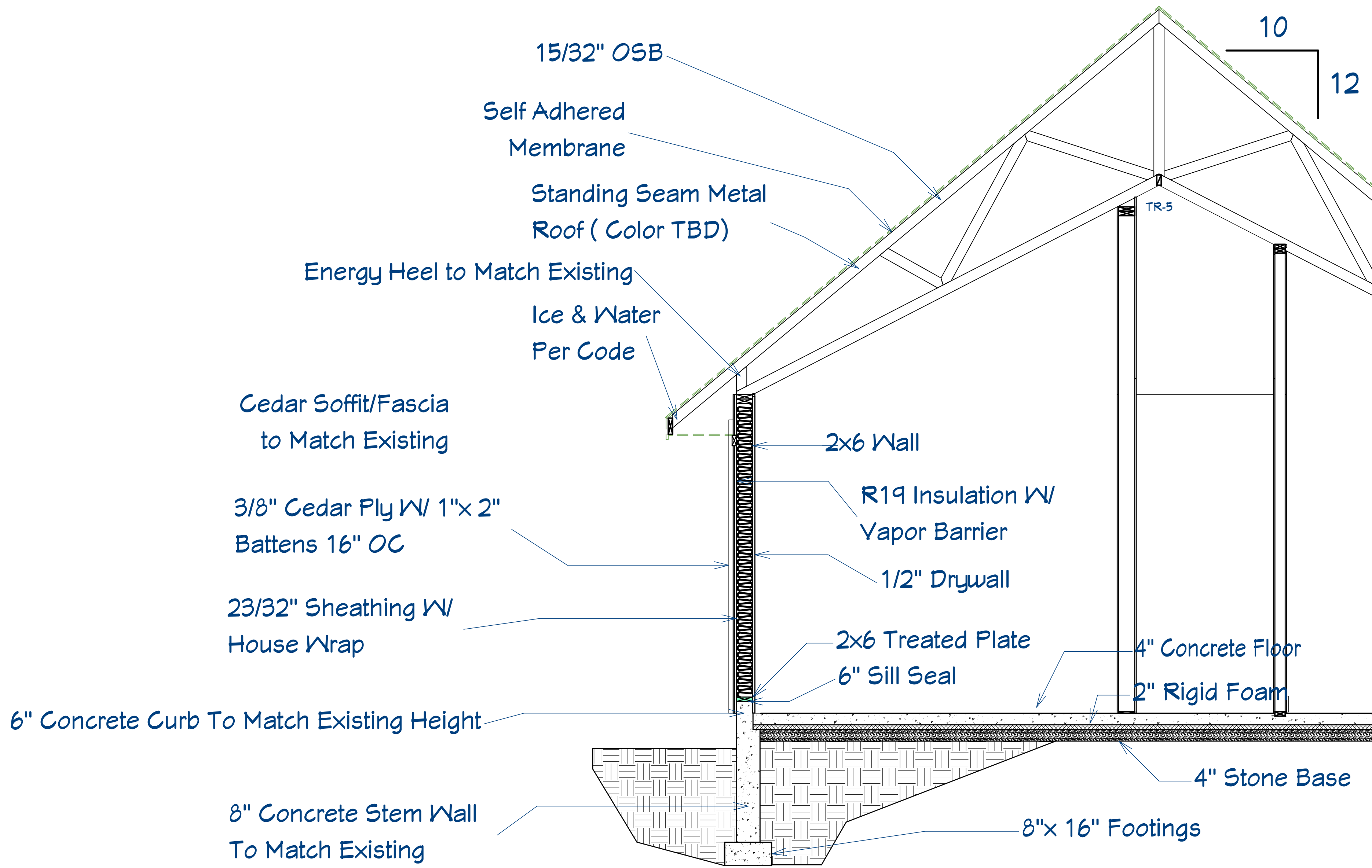
DRAWINGS PROVIDED FOR:

Date Drawn:
04/11/2022

Revised:
06/03/2022
07/24/2022

SCALE:
1/4" = 1'-0"

SHEET:
A-5



S1

1/2" = 1'-0"



EXTERIOR STORYPOLE

George & Jean Gmach

DRAWINGS PROVIDED FOR:

Date Drawn:
04/11/2022

Revised:
06/03/2022
07/24/2022

SCALE:
1/4" = 1'-0"

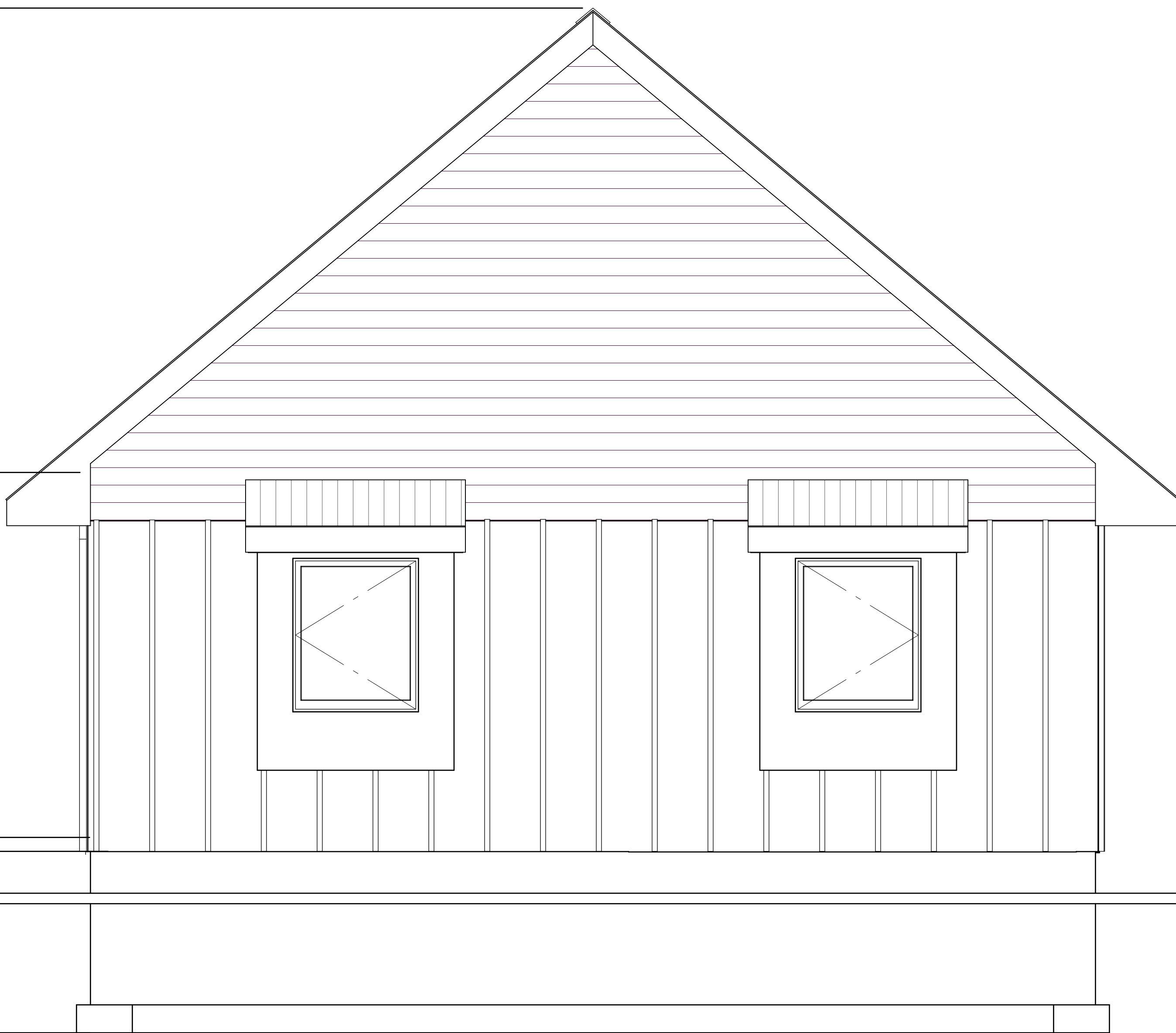
SHEET:
A-6

Highest Ridge
241.7"

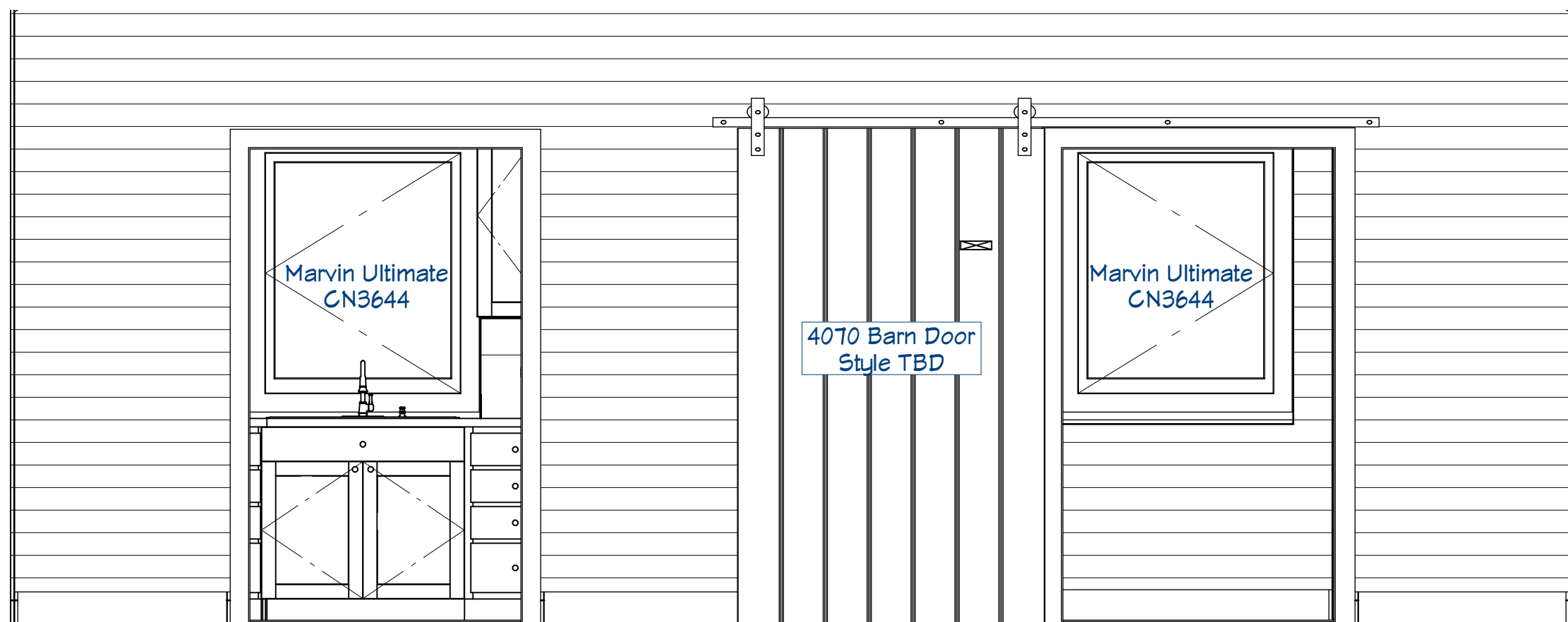
Highest Rough Ceiling
108.6"

Top of Foundation
4.0"
Top of Slab
0.0"
Grade Level
-4.0"

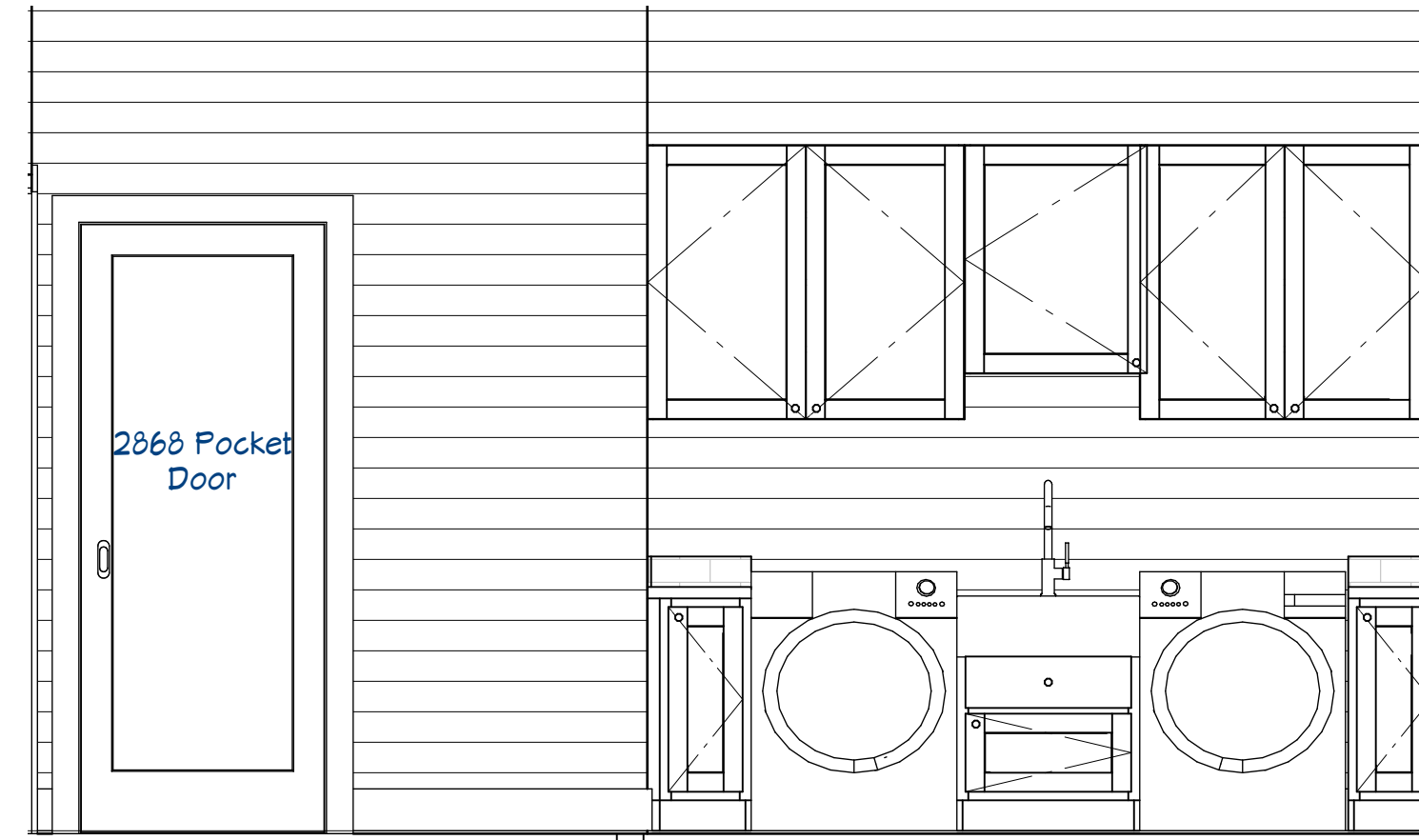
Bottom of Footing
-52.0"



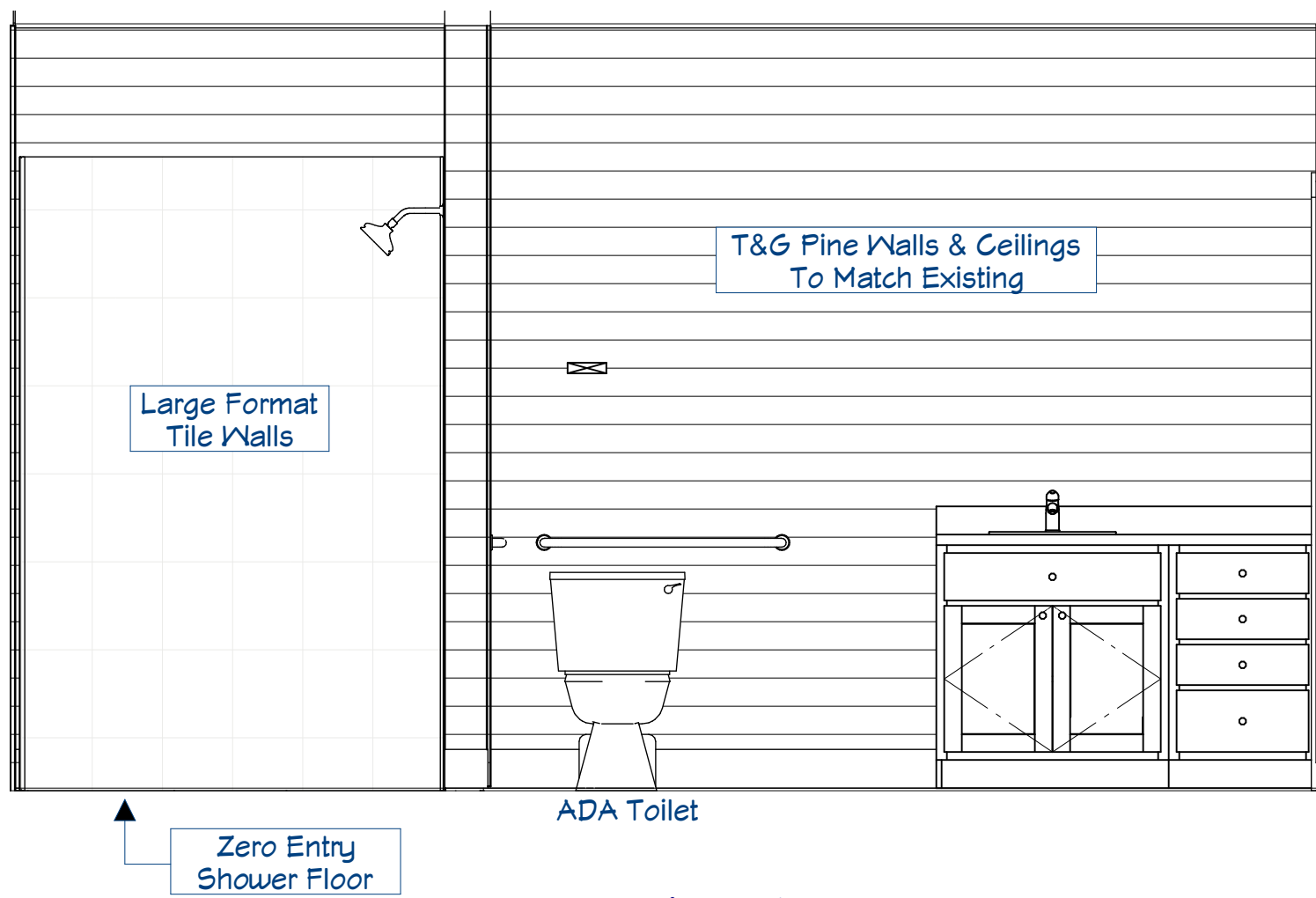
E14 Exterior Story Pole Elevation



Elevation 15



Elevation 16

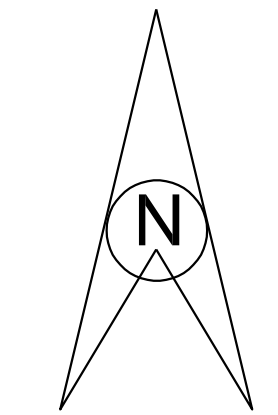


Elevation 17



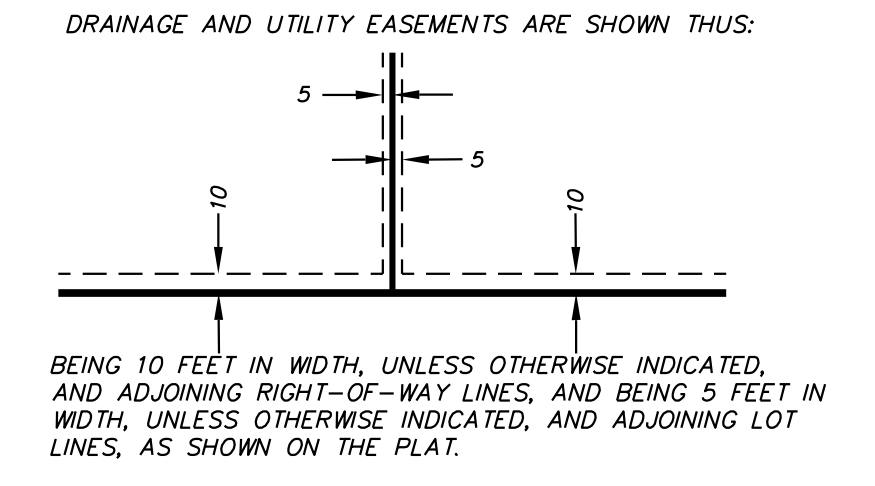
Elevation 18

Preliminary Plat of GMACH FARM SUBDIVISION



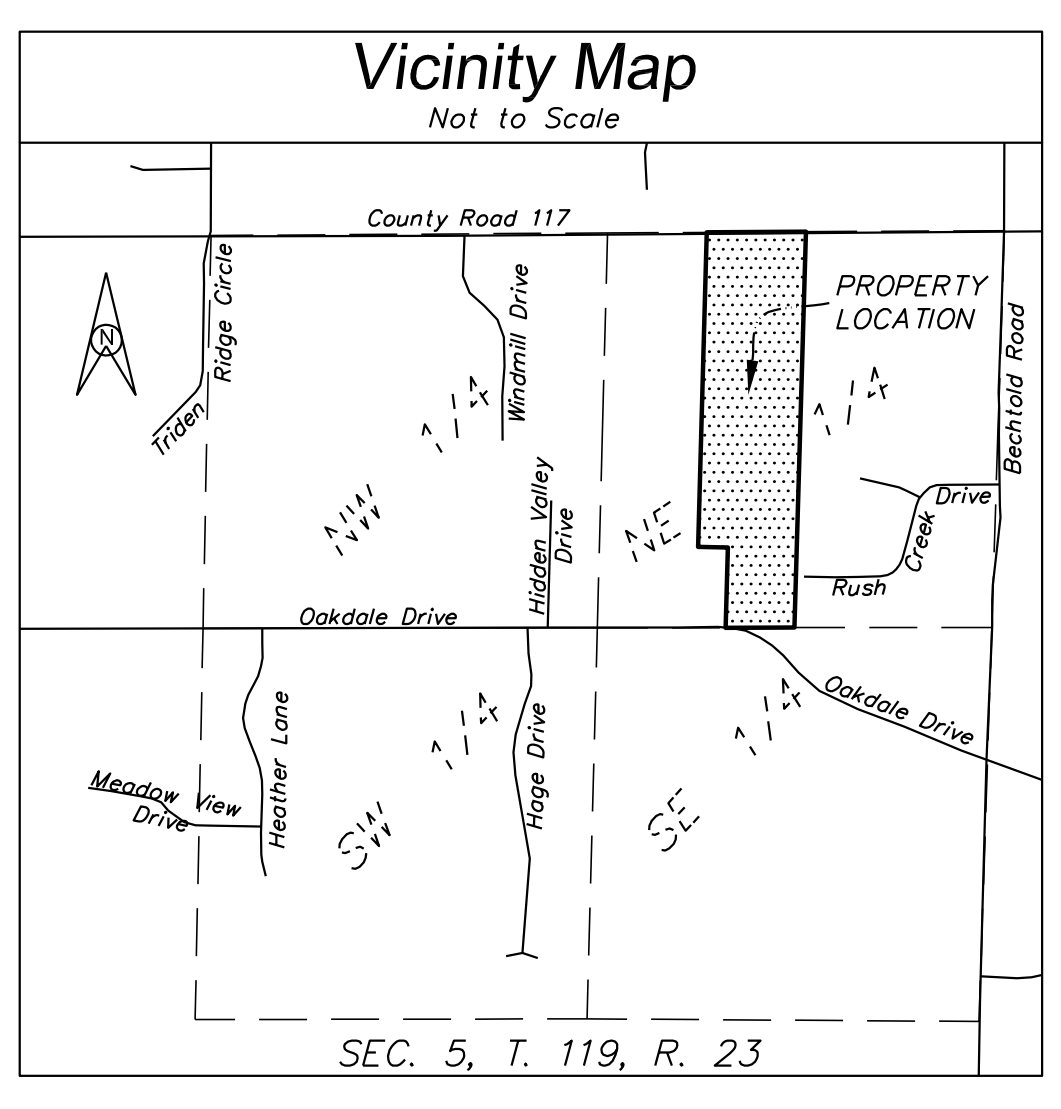
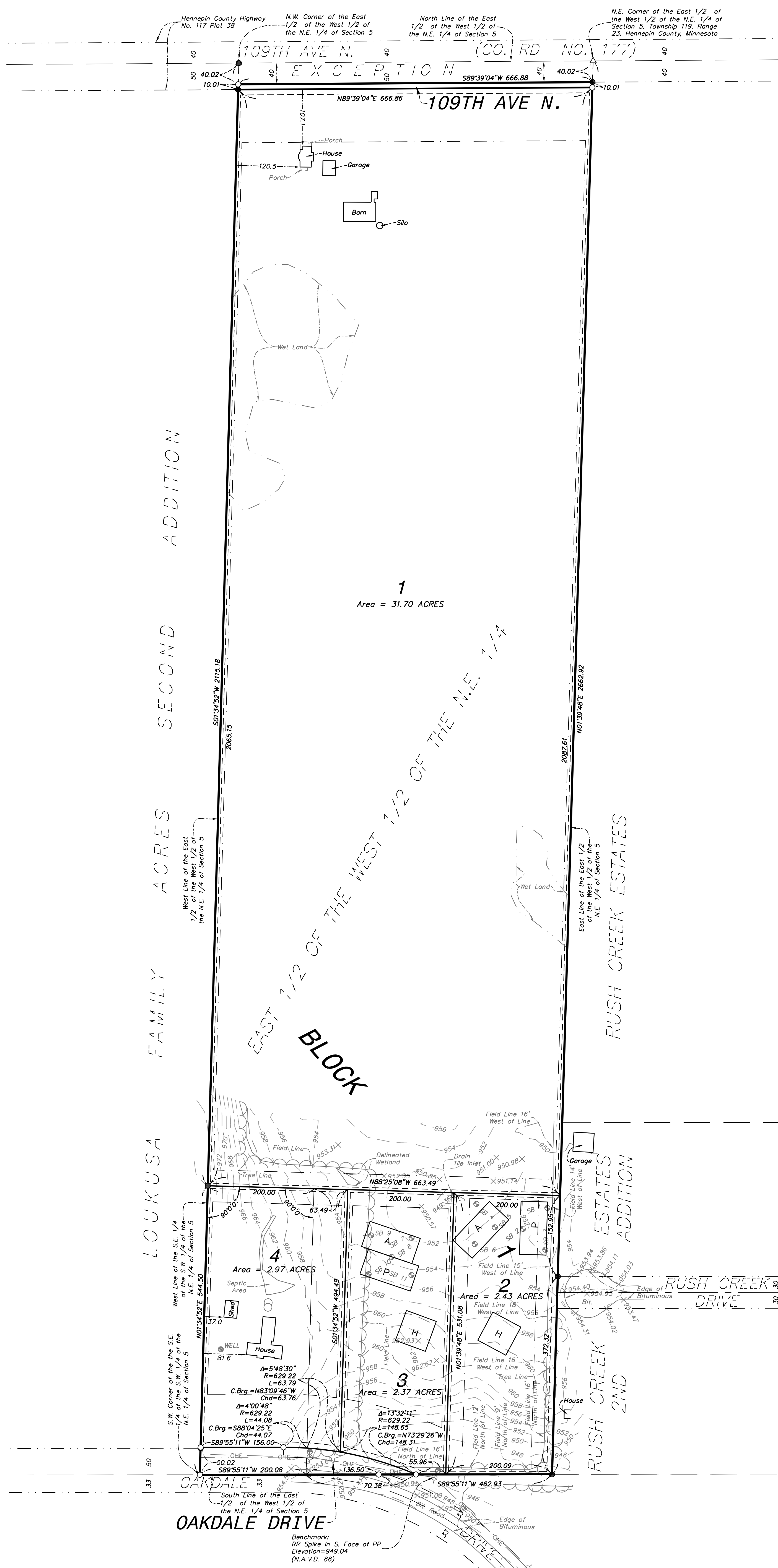
0 100 200 Feet
TOTAL PLAT AREA = 39.99 ACRES

- LEGEND**
- 988 --- denotes Existing Contour
 - 988.00 X denotes Existing Spot Elevation
 - ⊙ denotes Soil Boring
 - ⊙ denotes Guy Wire
 - ⊙ denotes Power Pole
 - OHE — denotes Overhead Electric Line
 - denotes Building Setback Line
Front = 100' from major roadways
= 40' from all other streets
Side = 10'
Rear = 30'
 - P denotes Possible Primary Septic Area
 - A denotes Possible Alternate Septic Area
 - H denotes Possible House Pad Location



Wetland Delineation completed by others

Property Description:
That part of the East Half of the West Half of the Northeast Quarter of Section 5, in Township 119, of Range 23, Hennepin County, Minnesota, except the North 40.00 feet thereof



Preliminary Plat on part of the East 1/2 of the West 1/2 of the N.E. 1/4 of Section 5, Township 119, Range 23, Hennepin County, Minnesota.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Requested By:
George Gmach

www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

- denotes iron monument found
- denotes 1/2 inch by 1/4 inch iron pipe set and marked by License #40062
- △ denotes P.K. nail set

Revised:
6-21-17 - Proposed Lot Lines - S.O.S.
6-29-17 - Proposed Lot Lines - T.J.B.
7-31-17 - Proposed Lot Lines - S.O.S.

Paul E. Otto
License #40062 Date: 8-16-17

Date: 6-5-17

Drawn By: S.O.S.

Scale: 1"=100'

Checked By: P.E.O.

Engineers & Land Surveyors, Inc.



Project No. 17-0124

STAFF REPORT

Agenda Item: 8a.

City Council Meeting: April 13, 2023	Prepared By: Natalie Davis McKeown
Topic: Corcoran Locker Plant Site (PID 23-119-23-43-0003)	Action Required: Discussion and Direction

Review Deadline: N/A

1. Request

Katie and Dan Goemann approached staff to discuss the future use of the site for the Corcoran Locker Plant at 20121 County Road 10. Their original request for feedback was reviewed by the Council on March 9, 2023. City Council directed staff to provide additional clarity on the specific site issues.

2. Background

The subject property is the site of the Corcoran Locker Plant which was a butcher



Figure 1 Site Location

shop that provided custom slaughtering, meat cutting, and wrapping since 1972. The community was saddened to learn of the business owner's (Joseph Andres) passing in December of 2022. The Corcoran Locker Plant is no longer open for business according to the business's Facebook page. His daughter and son-in-law, Katie and Dan, are looking at their options for the future of the property. Katie and Dan had the following specific questions for the Council at the March 9, 2023 meeting:

1. *Will on-site animal slaughtering be considered a permitted use going forward?*

The Council seemed to agree they were open to allowing on-site animal slaughtering going forward. This use is currently considered a legal, non-conforming use, and would continue to be allowed until the business has not operated for 1 year. However, the use cannot be expanded. To allow an expansion of the use or allow the use to resume after the 1-year marker will require a zoning ordinance amendment to allow animal slaughtering as a

permitted or conditional use in the Neighborhood Commercial (C-1) district. The Council seemed to suggest they would be open to this option if necessary.

2. *Does the City have an interest in acquiring the property as part of the adjacent City Park?*

The Council seemed to agree they are open to consider purchasing the property if this is desired by the Goemans. The Goemans have indicated to staff that they are not certain which route they prefer at this time (selling the business to a private party vs. selling the land to the City). Staff's recommendation to the Goemans was to proceed with completing an appraisal of the property if they are leaning towards selling to the City, and then they can present a selling price offer to the City. If this were to occur, the City Council can discuss this further in a closed session and staff can further research potential funding options.

3. Discussion Topics

Site Constraints

The City Council asked for additional clarity on the site constraints to better understand what variances may be needed to accommodate a new user or redevelopment. There are several nonconformities on the site, and it is difficult to contemplate all the hypothetical variances that could be needed and requested by a new user, particularly if the site were to be completely redeveloped. Below is a summary of initial concerns after further review of the site, but this may not include all potential variances requested in a future proposal. Again, if business operations resume before the 1-year marker, the site (for the most part) can continue to be used as-is in perpetuity.

However, there are believed to be a few illegal nonconformities that would either need to be removed or granted a variance. Staff specifically identified the following illegal nonconformities:

- Visible exterior storage of equipment throughout the property without screening.
- Fenced area/equipment where animals are kept to the west of the building that encroaches on to City Park property and within the required side setback



Figure 2 Image Showing Illegal Nonconformities

- The southernmost structure was added after the adoption of the current Zoning Ordinance, does not meet the required front setback, and may not meet accessory structure standards. The size and compliance with MN Building Code standards would need to be confirmed if a variance to the front setback is granted.
- It is believed that customer parking in the County right-of-way is not protected as a legal nonconformity. Staff believes it is unlikely the County will do anything about it at this time, but theoretically, it could be something they choose to enforce later on. Further discussions with the County and City Attorney would be needed to resolve this question.

A new or expanded use will trigger a site plan that will need to satisfy the prevailing performance standards of the Zoning Ordinance. Staff believes off-street parking requirements may prove to be a particular challenge. It seems unlikely that Hennepin County will demand that customer parking be removed from their right-of-way if business operations resume as-is. However, it is more likely the County would want to see customer parking removed from the right-of-way with an expansion or change in use. There is no area on the site that can comply with the required front setback of 100' from the County Road frontages for a parking lot (see Figure 3 below). The Zoning Ordinance does allow for the parking setback along a frontage to be reduced to 25' if additional landscaping is provided, but it may be difficult for the property to be able to accommodate the additional landscaping required (a landscaping plan would need to be prepared to confirm).

A 25' parking setback may allow for a parking lot to be added to the back of the property; however, the County would need to grant access or the user would need to enter into a formal shared access agreement with the property to the east. It is unclear how many parking spots can be accommodated on the property. The required number of parking spaces is entirely dependent on the proposed use and would need to be further evaluated with a site plan submittal. A variance may be needed from the required minimum number of parking



Figure 3 100' Setback from County Roads Applied to Property

spaces. Further, the Zoning Ordinance requires the parking lot to be paved with curb and gutter and include handicapped parking.

An expansion of the building will trigger the need for the following performance standards to be brought into compliance:

- Building materials.

It appears the building is made of concrete block which is no longer a permitted building material for commercial buildings. With an expansion of an existing structure, the existing façade shall be upgraded so that 25% or more of the existing structure conforms to the exterior building material requirements. However, a conditional use permit (CUP) can be granted by the Council to bypass this requirement.

- Landscaping standards.

It may be difficult for the site to comply with the following landscaping standards for non-residential uses:

- o One overstory tree per 1,000 square feet of gross building floor area or one tree per 50 lineal feet of site perimeter, whichever is greater.
- o One understory shrub for each 300 square feet of building or one tree per 30 lineal feet of site perimeter, whichever is greater.

- Setbacks

A building expansion would likely require a formal variance to the setbacks from both County Road 10 and County Road 50. It is possible that some of the variance can be mitigated through additional landscaping along County Road 50.

Land Swap

It was also asked at the March 9th meeting if a land swap was an option. Staff spoke with the City Attorney. Legally, it is possible to do a land swap. Technically, it is a complicated process with many implications. The City's biggest parcels of land are north of City Hall, and it would need to be confirmed that these properties are not tax forfeit as this type of land is not eligible for a land swap. The City does not currently have land that is zoned for commercial use. Even if a City property were to be rezoned to a commercial district, animal slaughtering would need to be added as a permitted or conditional use in a commercial district to allow for a similar business operation to occur in a new location. Things are made trickier in that the City can't condition the land swap to result in a specific land use. Additional questions raised include:

1. Does it really solve the property owner's problem if their goal is to sell the business/land for a profitable amount?
2. Are we giving them land that is more valuable?
3. How do we define value?

With these implications in mind, staff does not recommend proceeding with a land swap.

4. Direction

At this time, it will be beneficial for the Council to provide some insight as to whether there is continued support to work through the site constraints to accommodate either a new user, expansion, and/or new use altogether. Further, the Council should provide direction if there is any further opinion on the City acquiring the land either through a purchase or land swap.

STAFF REPORT

Agenda Item: 8b.

City Council Meeting: April 13, 2023	Prepared By: Natalie Davis McKeown
Topic: Planned Unit Development District Standards Zoning Ordinance Amendment (Citywide) (City File No. 22-045)	Action Required: Direction

At the March 23, 2023 Council meeting, Council directed staff to prepare the zoning ordinance amendment for the Planned Unit Development (PUD) district standards for a public hearing at the Planning Commission meeting in May. There was back and forth discussion on whether the points system should be included in the public hearing or if the Planning Commission should only review an unweighted list of identified public benefits. There seemed to be a general preference, if deemed permissible by the City Attorney, to forward an unweighted list of identified public benefits to the Planning Commission as a policy document with the option for the Council to add the points threshold back into the ordinance and assigned point values back into the policy document after the public hearing.

Unfortunately, the City Attorney believes the addition of a formal points system after the public hearing without it being discussed initially would create a material change that requires a new public hearing with the Planning Commission. While he agreed the City could remove the points system or change the assigned point values after the public hearing, he stressed that the City should not add the points system without it being vetted through the formal public hearing process since it changes the standard for review of PUDs.

Staff recommends and asks for the City Council to choose one of the following pathways forward:

1. Include the points system draft in the public hearing with it specifically called out that the Council would like feedback from the public and Commission on whether they should continue with the points system as drafted (with the changes discussed at the previous meeting such as reducing categories with 50 points down to 30 points) or use an unweighted list of public benefits. The packet can include a draft of the policy document as an unweighted list as well. Since both options are discussed at the public hearing, then it would not create a material change to choose or slightly alter either approach after the public hearing is held.

2. Decide definitively now to move away from the points system, and staff will only forward an unweighted list of public benefits as a policy document to the Planning Commission for the public hearing.

STAFF REPORT

Agenda Item: 9a.

Council Meeting: April 13, 2023	Prepared By: Maggie Ung / Jessica Beise
Topic : Awarding the Sale of General Obligation Bond – Series 2023A	Action Required: Approval

Summary:

At the January 26, 2023 Council meeting, a resolution was approved providing for the issuance and sale of bonds to fund Water Supply NE Watermain Improvements, Hackamore Road, Horseshoe Bend, and City Center Dr. and Development Grading. The total issuance was adopted for approximately \$26,110,000. Since additional cost for construction funding needs was increased, the updated issuance will be for \$27,125,000.

In advance of the sale a rating call was held with Moody's Investor Services who re-affirmed the City's rating at Aa3. Attached to this report is a draft resolution awarding the sale of the bonds which will take place the morning of April 14. The draft resolution will be updated after the sale. Tammy Omdal of Northland Securities will present the Council with specific information regarding the sale at the meeting.

Financial/Budget:

The total issuance is \$27,125,000 (including cost of issuance). The debt service levy will be paid by property taxes.

Options:

1. Approve Resolution 2023-27 Awarding the Sale of General Obligation Bonds – Series 2023A.
2. Decline the sale.

Recommendation:

Approve Resolution 2023-27 Awarding the Sale of General Obligation Bonds – Series 2023A.

Council Action:

Consider a motion to approve Resolution 2023-27 Awarding the Sale of General Obligation Bonds – Series 2023A.

Attachments:

1. Resolution 2023-27 Awarding the Sale of General Obligation Bonds – Series 2023A

Extract of Minutes of Meeting
of the City Council of the City of
Corcoran, Hennepin County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Corcoran, Minnesota, was duly held in the City Hall in said City on Thursday, April 13, 2023, commencing at 7:00 P.M.

The following members of the Council were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2023A, to be issued in the aggregate principal amount of \$27,125,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Notice of Sale for the Bonds. The proposals are as set forth in **EXHIBIT A** attached.

After due consideration of the proposals, Member _____ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. 2023-27

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2023A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$27,125,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council (the “City Council”) of the City of Corcoran, Hennepin County, Minnesota (the “City”), as follows:

Section 1. Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council on January 26, 2023 (the “Authorizing Resolution”), the City authorized the sale of its General Obligation Bonds, Series 2023A (the “Bonds”), for the following purposes:

(a) to finance certain public improvements, including street, utility and road improvements to Hackamore Drive, City Center Drive and 79th Place, Horseshoe Road and Horseshoe Bend (the “Abatement Project”), pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the “Abatement Act”) and a resolution adopted by the City Council on January 26, 2023 following a duly noticed public hearing, approving a property tax abatement (the “Abatements”) for certain property in the City (the “Abatement Parcels”) over a period of 15 years, in an amount sufficient to pay the principal amount of and all or a portion of interest on bonds issued to finance the Abatement Project; and

(b) to finance the construction of various improvements to the City’s water utility system, including but not limited to the acquisition, construction, and equipping of a new water treatment facility and other water system improvements (the “Utility Improvements”), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (collectively, the “Utility Revenue Act”).

1.02. Issuance of General Obligation Bonds.

(a) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Bonds, Series 2023A (the “Bonds”), in the original aggregate principal amount of \$27,125,000, pursuant to the Abatement Act and the Utility Revenue Act (collectively, the “Act”), to provide financing for the Abatement Project and the Utility Improvements.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The City has retained Northland Securities, Inc. as its municipal advisor (the “Municipal Advisor”). The actions of the City staff and the City’s Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.03. Award to the Purchaser and Interest Rates. The proposal of _____, _____ (the “Purchaser”) to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of

\$_____, [plus original issue premium of \$_____], [less original issue discount] [less an underwriter’s discount of \$_____]), plus accrued interest, if any, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2024	%	2039	%
2025		2040	
2026		2041	
2027		2042	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	
2038		2053	

True interest cost: _____%

1.04. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the accounts in the Debt Service Fund hereinafter created or deposited in the accounts of the Construction Fund hereinafter created, as determined by the City Administrator in consultation with the City’s municipal advisor. The City Administrator is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds. The Mayor and the City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.05. Terms and Principal Amount of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the original aggregate principal amount of \$27,125,000, originally dated the date of issuance, in fully registered form, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2024	\$	2039	\$
2025		2040	
2026		2041	
2027		2042	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	
2038		2053	

(a) \$4,200,000 of the principal amount of the Bonds (the “Abatement Bonds”), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Abatement Project:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2025	\$	2033	\$
2026		2034	
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032			

(b) The remainder of the principal amount of the Bonds in the amount of \$22,925,000 the “Utility Revenue Bonds”), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Utility Improvements:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2024	\$	2039	\$
2025		2040	
2026		2041	
2027		2042	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	
2038		2053	

1.06. Optional Redemption. The City may elect on February 1, 2031, and on any day thereafter to prepay Bonds due on or after February 1, 2032. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.07 Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20__ and February 1, 20__ shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, 20__ Term Bond

Principal Amount

\$

* *Maturity*

February 1, 20 Term Bond

Principal Amount
\$

* *Maturity*]

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2024, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Northland Trust Services Inc., Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Administrator must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and

sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in **EXHIBIT B** attached hereto.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, there is hereby created a special fund to be designated the Bonds will be payable from the General Obligation Bonds, Series 2023A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The City will maintain the following accounts in the Debt Service Fund: the “Abatement Account” and the “Utility Improvements Account.” Amounts in the Abatement Account are irrevocably pledged to the Abatement Bonds and amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Abatement Account. Abatements from the Abatement Parcels and ad valorem taxes levied for the Abatement Project are hereby pledged to the Abatement Account of the Debt Service Fund. There is appropriated to the Abatement Account (i) a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.04 hereof; (ii) accrued interest; (iii) capitalized interest financed with the proceeds of the Abatement Bonds, if any; (iv) all investment earnings on funds in the Abatement Account; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the Abatement Account.

(b) Utility Improvements Account. The City will continue to maintain and operate its water utility fund (the “Water Fund”) to which will be credited all gross revenues of the water system and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balances therein are deemed net revenues (the “Net Revenues”) and will be transferred, from time to time, to the Utility Improvements Account of the Debt Service Fund, which Utility Improvements Account will be used only to pay principal of and interest on the Utility Revenue Bonds and any other bonds similarly authorized. There will always be retained in the Utility Improvements Account a sufficient amount to pay principal of and interest on all the Utility Revenue Bonds, and

the City Administrator must report any current or anticipated deficiency in the Utility Improvements Account to the City Council. There is also appropriated to the Utility Improvements Account (i) a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.04 hereof; (ii) accrued interest, if any; (iii) capitalized interest financed with proceeds of the Utility Revenue Bonds, if any; (iv) all investment earnings on funds in the Utility Improvements Account; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the Water Improvements Account.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2023A Construction Fund (the “Construction Fund”) to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Construction Fund: the “Abatement Account” and the “Utility Improvements Account.” Amounts in the Abatement Account are irrevocably pledged to the Abatement Bonds and amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Abatement Account. Proceeds of the Abatement Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Abatement Project, will be deposited in the Abatement Account of the Construction Fund to be used solely to defray expenses of the acquisition of the Abatement Project. When the Abatement Project has been acquired and the cost thereof paid, the Abatement Account of the Fund is to be closed and any funds remaining may be deposited in the Abatement Account of the Debt Service Fund or otherwise used in accordance with Minnesota Statutes, Section 475.65.

(b) Utility Improvements Account. Proceeds of the Utility Revenue Bonds, less the appropriations made in Section 4.01(b) hereof, will be deposited in the Utility Improvements Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. When the Utility Improvements are completed and the cost thereof paid, the Utility Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Utility Improvements Account of the Debt Service Fund or otherwise used in accordance with Minnesota Statutes, Section 475.65.

4.03. City Covenants with Respect to the Utility Revenue Bonds. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the water system as a public utility and convenience free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in a bank account and credited to the Water Fund, as hereinabove provided, and will make no expenditures from that account except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Utility Improvements Account of the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the water system in sums sufficient to pay principal of and interest on the Utility Revenue Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the water system and which will be open to inspection and copying

by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The City Council will cause persons handling revenues of the water system to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such system to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The City Council will keep the water system insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the water system as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Revenue Bonds and to create and maintain such reserves securing said payments as may be provided herein.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in Net Revenues.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Levy. For the purpose of paying all or a portion of the interest on the Abatement Bonds, there is levied a direct annual irrevocable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Abatement Account of the Debt Service Fund above provided and will be in the years and amounts as attached hereto as **EXHIBIT C**. The tax levy herein provided will be irrevocable until all of the Abatement Bonds are paid, provided that the City Administrator may annually, at the time the City makes its tax levies, certify to the County Auditor (as hereinafter defined) of the County the amount available in the Abatement Account of the Debt Service Fund to pay principal and interest due during the ensuing year on the Abatement Bonds, and the County Auditor of the County will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collection of the foregoing Taxes levied and the Abatements herein pledged will produce at least 5% in excess of the amount needed to pay when due, the principal and interest payments on the Abatement Bonds and the Net Revenues herein pledged will produce at least 5% in excess of the amount needed to pay when due the principal and interest payments on the Utility Improvement Bonds.

4.07. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Section 475.63 of the Act.

4.08. Abatement Pledge. It is determined that the principal amount of the Abatement Bonds does not exceed the estimated sum of the Abatements authorized under the Abatement Resolution.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor and the City Administrator are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the Finance Manager and/or the City Administrator, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Administrator, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Administrator shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, the Finance Manager, and/or the City Administrator, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and

maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate Required. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Certificates under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Certificates, and the rebate of excess investment earnings to the United States unless the Certificates qualify for an exception to the rebate requirement under the Code and related Treasury Regulations.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or the Abatement Project or the Utility Improvements financed by the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as “qualified tax-exempt obligations”.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.05 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the

Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds (or all of either the Abatement Bonds or Utility Revenue Bonds portion thereof) and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Abatement Bonds or Utility Revenue Bonds portion of the Bonds, as the case may be) to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds (or all of either the Abatement

Bonds or Utility Revenue Bonds portion thereof) which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

Approved by the City Council of the City of Corcoran, Minnesota this 13th day of April, 2023.

Mayor

ATTEST:

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member _____
and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

DRAFT

**EXHIBIT A
PROPOSALS**

DRAFT

EXHIBIT B
FORM OF BOND

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF CORCORAN

GENERAL OBLIGATION BOND
SERIES 2023A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1, 20__	May 11, 2023	

Registered Owner: Cede & Co.

The City of Corcoran, Minnesota, a duly organized and existing municipal corporation in Hennepin County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity date specified above, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Northland Trust Services Inc., Minneapolis, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2031, and on any day thereafter to prepay Bonds due on or after February 1, 2032. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[The Bonds maturing on February 1, 20__ and February 1, 20__ shall hereinafter be referred to collectively as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, 20 Term Bond

Principal Amount
\$

* *Maturity*

February 1, 20 Term Bond

Principal Amount
\$

* *Maturity]*

This Bond is one of an issue in the aggregate principal amount of \$27,125,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on April 13, 2023 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in the undertaking of certain public street and utility improvements and improvements to the water system of the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 444 and 475, as amended, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, and the principal hereof and interest hereon are payable in part from abatements collected from certain property in the City, in part from ad valorem taxes, and in part from net revenues of the water system of the City, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in ad valorem taxes and net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

This Bond is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the water system free from competition by other like municipal utilities; that adequate insurance on said system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Water Fund, into which it will pay all of the gross revenues from the water system; that it will also create and maintain a Utility Improvements Account within the General Obligation Bonds, Series 2023A Debt Service Fund, into which it will pay, out of the net revenues from the water system a sum sufficient to pay principal of the Utility Revenue Bonds (as defined in the Resolution) and interest on the Utility Revenue Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the water system.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at

the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, statutory, or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Corcoran, Hennepin County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: May 11, 2023

CITY OF CORCORAN, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

NORTHLAND TRUST SERVICES INC.

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

_____ Custodian _____

(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors

Act, State of _____

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
<u>May 11, 2023</u>	Cede & Co. Federal ID #13-2555119	_____

DRAFT

EXHIBIT C
TAX LEVY SCHEDULE

Tax Levy for Abatement Bonds

<u>Year*</u>	<u>Amount</u>
2024	\$
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	

** Collection Year*

STATE OF MINNESOTA
COUNTY OF HENNEPIN

CERTIFICATE OF COUNTY
AUDITOR/TREASURER AS TO TAX
LEVY AND REGISTRATION

I, the undersigned County Auditor/Treasurer of Hennepin County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Corcoran, Minnesota (the “City”), on April 13, 2023, levying taxes for the payment of the City’s General Obligation Bonds, Series 2023A, issued in the original aggregate principal amount of \$_____ dated as of_____, 2023, has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this ____ day of _____, 2023.

(SEAL)

County Auditor/Treasurer
Hennepin County, Minnesota

Deputy County Auditor

STAFF REPORT

Agenda Item: 9b.

Council Meeting: April 13, 2023	Prepared By: Kevin Mattson/Jessica Beise
Topic : 2022-2023 Capital Improvement Plan – Purchases/Amendments	Action Required: Approval

Summary:

On January 27, the City Council approved the 2022-2023 Capital Improvement Plan as outlined in Attachment 1.

Staff is requesting final approval to purchase the following preliminarily approved 2022-2023 CIP items:

Public Works

- Trailer - \$20,000
 - Replace a current trailer. Keep the original as a spare.
- 1/2 Ton Pickup - \$50,000
 - Purchase a pickup for additional staff and maintenance requirements.
- 3/4 Ton Pickup - \$70,000
 - Purchase a pickup for additional staff and maintenance requirements.

Public Safety

- Ford SUV Explorer - \$70,000
 - Replace squad 562. Repurpose the vehicle for Police Reserves or other departments.
- Ford SUV Explorer - \$70,000
 - Replace squad 566. Repurpose the vehicle for Police Reserves or other departments.
- Support/Protection Equipment - \$20,000
 - Replace portable and mobile radios as needed. It is also used to purchase and maintain long term squad protective equipment like bulletproof rifle vests and squad rifles.

Administration

- **City Hall Roofing - \$81,000**
 - Staff solicited three quotes: Gates General Contractors, Minnesota Exteriors, and NMC Exterior.
 - The low bid was \$65,943.00 from Minnesota Exteriors.
 - All bids include tear-off and disposal of existing roofing, use comparable materials and will be installed per State Building Code and manufacturers specifications.
 - With the recent roof leak and potential roof decking repairs needed, staff is requesting authorization to use the remaining funds up to \$15,000 for any

necessary repairs discovered during the reroof. Staff will monitor the project during construction.

Additionally, the Public Works department continually evaluates this equipment plan by monitoring market conditions, new products, and equipment availability to provide best-value in performing the city's maintenance goals and responsibilities.

The Public Works department is proposing several amendments to the 2022-2023 Capital Improvements Plan as outlined below.

Proposed Amended Equipment (\$170,500)

- 6125R Tractor - \$284,500
 - New tractor that replaces older 6125R Tractor scheduled for replacement in 2024 (trade-in value \$78,000)
 - 6130M Tractor (trade-in value \$74,000)
 - 1565 Mower (trade-in value \$10,000)
- CT160 Scrubber/Sweeper - \$24,500
 - New equipment to improve health and safety concerns.
- SJ3226 Scissor Lift - \$18,500
 - New equipment used frequently.
- 1545 Mower - \$5,000
 - Keep existing 1545 Mower planned for re-sale.

Equipment Savings or Increased Value from Plan (\$173,500 savings)

- 6130M Tractor - increased trade-in value by \$44,000
- CIP Amendments approved October 2022 - \$38,000 savings
- Cat Grader Rebuild - \$25,000 savings
- ¾ Ton Pickup – \$10,000 savings
- 1,800-GAL Water Truck – increased resale value by \$10,000
- Tandem Axle Dump Truck - \$5,000 savings
- Pickup - increased resale value by \$5,000
- Trail Maintenance Equipment/Accessories Amendment approved February 2023 - \$4,500 savings
- Warm Storage Area Expansion - \$4,500 savings
- 1565 Mower – increased trade-in value by \$3,000
- Various other equipment sales (2022-2023) - \$24,500

Other advantageous to the proposed equipment changes include:

- Enhanced efficiency in maintenance operations
- Year-round use of equipment

These pieces of equipment would be purchased using the State Contract or with quotes that were lower than the State Contract. It should be noted that the included quotes are expected to continue to increase if not acted upon with the specified timeframes.

Staff is requesting the Council approve the 2022-2023 Capital Improvement Plan purchases and amendments as presented including the Trailer, ½ Ton Pickup, ¾ Ton Pickup, Ford SUV Explorers (2), Support/Protection Equipment, City Hall Roofing, 6125R Tractor, CT160 Scrubber/Sweeper, and SJ3226 Scissor Lift.

Financial/Budget:

The preliminarily approved and funded 2022-2023 Capital Improvement Plan for all Public Works items was \$1,280,000. The recommended equipment amendments remain within the department budget.

All other recommended 2022-2023 Capital Improvement Plan purchases remain within budget as well.

Options:

1. Approve the 2022-2023 Capital Improvement Plan purchases and amendments as presented including the Trailer, ½ Ton Pickup, ¾ Ton Pickup, Ford SUV Explorers (2), Support/Protection Equipment, City Hall Roofing, 6125R Tractor, CT160 Scrubber/Sweeper, and SJ3226 Scissor Lift.
2. Send back to staff for further review.

Recommendation:

Approve the 2022-2023 Capital Improvement Plan purchases and amendments as presented including the Trailer, ½ Ton Pickup, ¾ Ton Pickup, Ford SUV Explorers (2), Support/Protection Equipment, City Hall Roofing, 6125R Tractor, CT160 Scrubber/Sweeper, and SJ3226 Scissor Lift.

Council Action:

Consider a motion to approve the 2022-2023 Capital Improvement Plan purchases and amendments as presented including the Trailer, ½ Ton Pickup, ¾ Ton Pickup, Ford SUV Explorers (2), Support/Protection Equipment, City Hall Roofing, 6125R Tractor, CT160 Scrubber/Sweeper, and SJ3226 Scissor Lift.

Attachments:

1. 2022-2023 Capital Improvement Plan (adopted without amendments)
2. 6125R Tractor Quote
3. CT160 Scrubber/Sweeper Quote
4. SJ3226 Scissor Lift Quote
5. City Hall Roofing Quote

Draft 2022-2023 Capital Improvement Plan

2022					
Department	Item	Cost	Re-sale	Sub-total	Notes
Administration	TBD				Facility review taking place following remodel
Public Safety	Ford SUV Explorer (565)	\$60,000	\$10,000	\$50,000	Repurposed for Reserves/Public Works/Code Enforcement
	Chief Squad (561)	\$65,000	\$0	\$65,000	Repurpose for City Hall
	Ford SUV Explorer	\$70,000	\$0	\$70,000	Fleet Addition due to added staff
	Key Management System	\$25,000	\$0	\$25,000	Existing System Beyond Capacity
	Weapon Mounted Cameras	\$15,000	\$0	\$15,000	
	Teathered Event and Search Camera	\$30,000	\$0	\$30,000	
	EZ Go Express 4x4	\$15,000	\$0	\$15,000	Replace EZ-Go Golf Cart
	Speed / Message Trailer	\$35,000	\$0	\$35,000	
	Support and Protection Equipment	\$20,000	\$0	\$20,000	Radios, squad protective equipment
	Records Management System	\$150,000	\$0	\$150,000	
Public Works/Parks	Craftco Crack Filler	\$60,000	\$3,000	\$57,000	
	John Deere 4066R Tractor	\$51,000	\$15,000	\$36,000	
	Felling Trailer	\$20,000	\$0	\$20,000	Keep for spare (emergency)
	Landpride 15 ft. Flex Mower	\$20,000	\$2,000	\$18,000	
	John Deere 1585 Front Mower w/accessories	\$53,000	\$7,000	\$46,000	
	John Deere 6130M Mower Tractor	\$145,000	\$30,000	\$115,000	
	GMC 3/4 ton Pickup with snow plow	\$65,000	\$10,000	\$55,000	Resale depends on availability of trucks in 2023
	Cat Grader	\$50,000	\$0	\$50,000	Rebuild
	Toro 7500 Mower	\$35,000	\$10,000	\$25,000	New equipment (received for \$10k grant)
	Front End Loader with snow plow	\$265,000	\$0	\$265,000	New equipment
	John Deere 1545 Front Mower	\$50,000	\$5,000	\$45,000	
	Tandem Axle Dump Truck	\$283,000	\$60,000	\$223,000	
	Warm Storage Area Expansion	\$40,000	\$0	\$40,000	
Sub-total				\$1,470,000	

2023					
Department	Item	Cost	Re-sale	Sub-total	Notes
Administration	Roof shingles	\$100,000	\$0	\$100,000	
Public Safety	Ford SUV Explorer (562)	\$70,000	\$0	\$70,000	Repurposed for Reserves/Public Works/Code Enforcement
	Ford SUV Explorer (566)	\$70,000	\$0	\$70,000	Repurposed for Reserves/Public Works/Code Enforcement
	Support and Protection Equipment	\$20,000	\$0	\$20,000	Radios, Body Cameras, squad protective equipment
Public Works/Parks	Wood Chipper	\$65,000	\$10,000	\$55,000	
	Trail Maintenance Equipment Accessories	\$50,000	\$0	\$50,000	New equipment
	1/2 ton pickup	\$50,000	\$0	\$50,000	New equipment
	Pickup	\$70,000	\$0	\$70,000	New equipment
Sub-total				\$485,000	

2022-2023 Total **\$1,955,000**

	Street Sweeper	\$350,000	\$0	\$350,000	Removed - review watershed grant opportunities
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Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Daniel Scharber

Minnesota Equipment, Inc.
13725 Main Street
Rogers, MN 55374

Tel: 763-428-4107

Fax: 763-428-2700

Email: danscharber@mnequip.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 28439276

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc.
13725 Main Street
Rogers, MN 55374
763-428-4107
rogerssales@mnequip.com

Prepared For:

CITY OF CORCORAN



Proposal For:

Delivering Dealer:

Daniel Scharber

Minnesota Equipment, Inc.
13725 Main Street
Rogers, MN 55374

rogerssales@mnequip.com

Quote Prepared By:

Daniel Scharber
danscharber@mnequip.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
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ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc.
 13725 Main Street
 Rogers, MN 55374
 763-428-4107
 rogerssales@mnequip.com

Quote Summary

Prepared For:

CITY OF CORCORAN
 8200 COUNTY ROAD 116
 CORCORAN, MN 55340
 Business: 763-420-2288
 pmeister@ci.corcoran.mn.us

Delivering Dealer:

Minnesota Equipment, Inc.
 Daniel Scharber
 13725 Main Street
 Rogers, MN 55374
 Phone: 763-428-4107
 danscharber@mnequip.com

Quote ID: 28439276
Created On: 22 March 2023
Last Modified On: 05 April 2023
Expiration Date: 31 December 2023

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 6R 215 Tractor	\$ 265,236.51	1	=	\$ 265,236.51
Contract: MN Ag Tractors and OEM Attachments 224607 (PG 12 CG 22)				
Price Effective Date: November 4, 2022				
Equipment Total				\$ 265,236.51

Trade In Summary	Qty	Each	Extended
2008 JOHN DEERE 6430 Premium - L06430K568444	1	\$ 74,000.00	\$ 74,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 74,000.00
2012 JOHN DEERE 6125R - 1L06125RVCP732895	1	\$ 78,000.00	\$ 78,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 78,000.00
2004 JOHN DEERE 1565, CAB, MOWER, BLOWER - TC1565D030066	1	\$ 10,000.00	\$ 10,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 10,000.00
Trade In Total			\$ 162,000.00

Salesperson : X _____
Accepted By : X _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc.
 13725 Main Street
 Rogers, MN 55374
 763-428-4107
 rogerssales@mnequip.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 265,236.51
Trade In	\$ (162,000.00)
SubTotal	\$ 103,236.51
Est. Service Agreement Tax	\$ 0.00
Total	\$ 103,236.51
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 103,236.51

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 28439276 Customer Name: CITY OF CORCORAN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc.
13725 Main Street
Rogers, MN 55374
763-428-4107
rogerssales@mnequip.com

JOHN DEERE 6R 215 Tractor

Hours:

Stock Number:

Contract: MN Ag Tractors and OEM Attachments 224607
(PG 12 CG 22)

Selling Price *
\$ 265,236.51

Price Effective Date: November 4, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
08PAL	6R 215 Tractor	1	\$ 303,319.00	23.00	\$ 69,763.37	\$ 233,555.63	\$ 233,555.63
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
190A	Gen 4 4200 CommandCenter™	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0660	Less Loader Package	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0700	Less Loader Equipment	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
832C	Fender Controls for Dedicated Electrical Selective Control Valve (SCV)	1	\$ 131.00	23.00	\$ 30.13	\$ 100.87	\$ 100.87
1558	AutoPowr™ Infinitely Variable Transmission (IVT™) 50 km/h (31 mph)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1758	AutoTrac™ Ready	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2014	Premium Cab Package	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2159	Premium Seat	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2204	Hydraulic Cab Suspension	1	\$ 7,219.00	23.00	\$ 1,660.37	\$ 5,558.63	\$ 5,558.63
2522	Mirrors - Electrical Adjustable And Manual Telescopic with Wide Angle	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2624	Panorama Doors left and right	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2664	Premium Radio	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 28439276 Customer Name: CITY OF CORCORAN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

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Minnesota Equipment, Inc.
 13725 Main Street
 Rogers, MN 55374
 763-428-4107
 rogerssales@mnequip.com

2708	CommandArm™ with CommandPro™	1	\$ 4,456.00	23.00	\$ 1,024.88	\$ 3,431.12	\$ 3,431.12
3240	Hydraulic Pump - 155 L/min	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3341	4 Electronic Selective Control Valves (SCV) - Premium	1	\$ 1,251.00	23.00	\$ 287.73	\$ 963.27	\$ 963.27
3403	E-SCV 3F (Electrical Midstack Valve, 3 Functions)	1	\$ 5,949.00	23.00	\$ 1,368.27	\$ 4,580.73	\$ 4,580.73
3833	Rear PTO - 540/540E/1000 - for R&P Axle	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4121	Telescopic Draft Links with Ball End - Category 3N	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End - Category 3	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5063	R&P Rear Axle 100 mm (3.94 in.) x 2550 mm (100.4 in.)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5091	Adjustable cast wheels	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5248	Rear Wheels 650/65R42 - Special Profile	1	\$ 3,456.00	23.00	\$ 794.88	\$ 2,661.12	\$ 2,661.12
5915	Rear and Front Tire Brand - Nokian	1	\$ 440.00	23.00	\$ 101.20	\$ 338.80	\$ 338.80
6070	4WD front axle - TLS Plus with brakes	1	\$ 7,683.00	23.00	\$ 1,767.09	\$ 5,915.91	\$ 5,915.91
6092	Adjustable steel wheels	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6256	Front Wheels 540/65R30 - Special Profile	1	\$ 470.00	23.00	\$ 108.10	\$ 361.90	\$ 361.90
7706	Shipment Preparation - By Ship Overseas, with Conservation	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8012	Front Fenders for Mechanical Front-Wheel Drive (MFWD) - Turnable	1	\$ 1,234.00	23.00	\$ 283.82	\$ 950.18	\$ 950.18
8020	Fender Extension - One-Piece Side and Rear Extension (Adjusted to Tire Size)	1	\$ 904.00	23.00	\$ 207.92	\$ 696.08	\$ 696.08
8274	Heated Rear Window (Rear Window Defrost)	1	\$ 661.00	23.00	\$ 152.03	\$ 508.97	\$ 508.97
8301	Cold Start Package II	1	\$ 639.00	23.00	\$ 146.97	\$ 492.03	\$ 492.03



Selling Equipment

Quote Id: 28439276 Customer Name: CITY OF CORCORAN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc.
 13725 Main Street
 Rogers, MN 55374
 763-428-4107
 rogerssales@mnequip.com

8704	Premium Light Package	1	\$ 4,515.00	23.00	\$ 1,038.45	\$ 3,476.55	\$ 3,476.55
8726	Dual Beacon Lights	1	\$ 305.00	23.00	\$ 70.15	\$ 234.85	\$ 234.85
8782	Backup Alarm	1	\$ 669.00	23.00	\$ 153.87	\$ 515.13	\$ 515.13
8971	Rear Wheel Weights- 410 kg (904 lb) Inside/Drive Wheel	1	\$ 1,162.00	23.00	\$ 267.26	\$ 894.74	\$ 894.74
Standard Options Total			\$ 41,144.00		\$ 9,463.12	\$ 31,680.88	\$ 31,680.88
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 344,463.00		\$ 79,226.49	\$ 265,236.51	\$ 265,236.51



PO Box 14 / 117 West Kemp Ave
 Watertown, SD 57201
 605-882-5898

Quotation

Quotation Number	Date
T49012	3/14/2023

Name / Address
City of Corcoran mn Pat Meister 763-286-6740 pmeister@corcoranmn.gov

Ship To

We Service what We Sell.

Rep	Terms	FOB
CAS	DUE UPON RECE...	WATERTOWN, SD

Item	Description	Qty	Retail	Total
CT160BT75R-SB...	IPC CT160 BT75 Rider Automatic Scrubber, 39/45 gal, Cylindrical 30" (Scrub & Sweep Version) , with 325ah Batteries + Charger, Also includes Training & Delivery Customer will provide Tax Exempt Form Material upon pryer to final sale or will be subject to be taxed. Wants demo, may have you come over to Hermans Landscape in Jordan MN at time of there CT160 delivery, estimated time around 4/10 - 4/14/2023	1	\$26119.00	24,465.00T

Thank you for your business.	Subtotal	\$24,465.00
prolinewatertown.com Ask about our financing options. This quote is valid for thirty days.	Sales Tax (0.0%)	\$0.00
	Total	\$24,465.00

Accepted By: _____ Date: _____

Purchase Order: _____

Our mission at Quality Forklift is to provide customers with quality service and sales and fair prices, in a timely manner. We realize the importance of good running equipment to our customer's bottom line and operation. Therefore, we only sell quality equipment and provide the best service possible.

QF QUALITY FORKLIFT SALES AND SERVICE, INC.

587 Citation Drive | Shakopee, MN 55379
Phone (952) 895-9918 | Fax (952) 895-9036
www.qualityforklift.com

SALES PROPOSAL

TO: City of Corcoran
ATTN: Pat Meister
ADDRESS: Corcoran Mn
DATE: 03-27-2023

PHONE: (763) 286-6740
EMAIL: Pmeister@corcoranmn.gov

Please review the following proposal. If you have any questions contact me anytime.

MAKE: Sky Jack
MODEL: SJ3226
YEAR: 2023 New
LIFT HEIGHT: 26 Feet
Scissor Lift
PRICE: \$18495.00
Plus tax, includes delivery

BATTERY: 24 Volt
CHARGER: Onboard
TRANSMISSION: Automatic
CAPACITY: 500
TIRES: New Cushion Non Marking
ATTACHMENTS: Extendable Platform

COMMENTS: In Stock
New
Extendable Platform
Factory Warranty, 1 Year
Delivery Included
No Disappointments

Thank you, Tony Miller
612-282-7211 | tonymiller@qualityforklift.com





Window, Siding, and Roofing Specialist Since 1947

8600 Jefferson HWY PO Box 266 - Osseo, MN 55369

Customer: City of Corcoran - "City Hall / Police Station Roof"
City: Corcoran, MN

Roofing Estimate

Lifetime IKO Cambridge Asphalt Roofing Estimate Includes the Following:

Remove one layer of asphalt shingles on the entire building and cupolas and dispose of. Install IKO Cambridge shingles to meet code. Price includes pipe jack flashing, small-large bathroom vents, 15 lbs tar paper underlayment, ice and water shield, colored valley metal, dormer flashing, shingle tins, Lomanco 750G roof vents, NEW aluminum Rollex drip edge, and IKO hip and ridge cap. Up to 32 square feet of new decking for rotten decking repair is included in the price along with taxes, dumpster, clean-up, and permit.



Total for IKO Roofing System: \$55,988.00

<https://www.iko.com/na/residential-roofing-shingles/architectural/cambridge/>

Option for Gazebo with IKO Roofing System: +\$1,350.00

Total for GAF Timberline HDZ Roofing System with Timbertex Ridge: \$60,153.00

Option for Gazebo with GAF Roofing System: +\$1,490.00

Option for GAF Deck Armor Synthetic Underlayment in lieu of Tar Paper: +\$4,300.00

\$65,943.00

Phone 763.493.5500 * Fax 763.493.8980

License #2877

STAFF REPORT

Agenda Item: 9c.

Council Meeting: April 13, 2023	Prepared By: Kevin Mattson
Topic : City Center Drive & 79 th Place Street Improvements	Action Required: Approval

Summary:

With the approval of the St. Therese Communities development, various infrastructure projects were required related to site grading, utilities, and street construction.

On August 12, 2021, the City held an Improvement Hearing related to the City Center Drive & 79th Place Street Improvements project which included proposed special assessments to four properties as shown.

No.	PID	PROPERTY OWNER	Total Area (Ac)	Probable Wetland Area (Ac)	Potential Wetland Area (Ac)	*Preliminary Buildable Area	Estimated Benefit (Per Buildable Acre)	**Proposed Benefit (Per Buildable Acre)	***PROPOSED ASSESSMENT TRANSPORTATION
1	2411923230001	City of Corcoran (St. Therese Site)	78.88	38.62	5.17	40.26	TBD	TBD	TBD
2	2411923340002	Corcoran Bay Holdings, LLC	73.54	7.24	12.46	66.3	\$6,000 - \$8,000	\$7,000.0	\$464,100
3	2411923330001	Victor Trachuk	2	0	0	2	\$5,000 - \$8,000	\$6,500.0	\$13,000
4	2411923330004	Gregory R Ebert (Corcoran Bay Holdings)	2	0	0	2	\$6,000 - \$8,000	\$7,000.0	\$14,000
5	2411923330002	Donald M and Nadine R Jelinski	2	0	0	2	\$1,000 - \$3,000	\$2,000.0	\$4,000

As a result of unanticipated delays in the St. Therese development, the timing for ordering the street improvements has passed related to the previous special assessments.

Staff has identified two options to proceed with the street improvements.

1. Negotiate waiver agreements with the benefiting properties.
 - a. Maintains current construction schedule.
 - b. Generally supported by impacted landowners.
 - c. Meets the original intent of the project.
2. Restart the Minnesota State Statute 429 process.
 - a. Delays construction schedule to 2024
 - b. Requires updated appraisal values.
 - c. Possible construction cost increases.

It is recommended that the Council review and discuss the information provided and direct staff to proceed with Option 1 or Option 2.

If Option 1 is preferred, then Council should approve the attached Engineering Design Services proposal and authorize staff to negotiate waiver agreements.

If Option 2 is preferred, then Council should approve the attached Feasibility Study proposal and authorize staff to complete updated appraisals.

Financial/Budget:

The street improvements are anticipated to be funded through a combination of sources including Municipal State Aid, special assessments, developer contributions, and local participation (bonding). At this stage, it is unknown how the actual percentages will break down.

Options:

1. Approve the City Center Drive & 79th Placement Street Improvements – Engineering Design Services Proposal and authorize staff to negotiate waiver agreements.
2. Approve the City Center Drive & 79th Place Street Improvements - Feasibility Study Proposal and authorize staff to complete updated appraisals.
3. Direct staff to bring back additional information.

Recommendation:

Staff recommends Option 1 approving the City Center Drive & 79th Placement Street Improvements – Engineering Design Services Proposal and authorizing staff to negotiate waiver agreements.

Council Action:

Consider a motion to approve the City Center Drive & 79th Placement Street Improvements – Engineering Design Services Proposal and authorize staff to negotiate waiver agreements.

Attachments:

1. City Center Drive and 79th Place Street Improvements – Engineering Design Service Proposal (Stantec)
2. City Center Drive & 79th Place Street Improvements – Feasibility Study Proposal (Stantec)



March 15, 2023

Kevin Mattson, PE
Public Works Director
9100 County Road 19
Corcoran, MN 55340

Dear Kevin:

Reference: City Center Drive and 79th Place Design Documents

We appreciate the opportunity to present this scope of work to provide professional engineering services for the completion of Design Documents for the City Center and 79th Place Project. This scope of services will include the completion of final design and bidding documents, technical specifications, construction documents and bidding assistance.

Project Understanding

The City Center and 79th Place project is the construction project of the public infrastructure associated with the first phase of the Downtown district. This project is being completed in partnership with multiple stakeholders including the St. Therese senior housing development and the M&I Rush Creek Reserve development. The mass grading of the roadway and St. Therese development site was designed and bid as a singular project to bring efficiencies and cost savings to both parties. Additionally, the majority of the utilities with this project are required by the St. Therese Senior Housing and MI Rush Creek Reserve developments but are being installed with this project under a cost share agreement between those two parties. The mass grading project is underway and planned to be completed in the spring/summer of 2023 and design of the utilities for the project has been ongoing. We are requesting authorization to complete the final Design Documents for the project which will incorporate the final roadway and utility portions of the projects to be bid in one package.

Scope of Work

Task 100 - Final Construction Documents

Stantec will provide final construction documents for the project which will include the information outlined below.

- Utilize topographic survey data that was collected with the mass grading portion of the project.
- Preparation of final easement exhibits and descriptions for the necessary easements on the project. We will provide onsite staking of proposed easement limits for each property.
- Coordination with small utility companies with utility relocations.
- Final plan preparation of design documents in accordance with the MnDOT State Aid Highway Standards. This will include including title sheet, existing conditions/demo, plan and profiles, storm sewer improvements, utility sheet, striping and signage plan, erosions control plan, SWPPP, typical sections and details. A portion of this project will be funded utilizing the City of Corcoran Municipal State Aid funds so the plans will be completed to those standards for construction.
- A development of a SWPPP in accordance with MPCA NPDES permitting requirements will be required and will be provided with this scope of work. It is assumed the SWPPP will be included with the bidding documents and the MPDES permit will not be submitted until the project has been bid.

Reference: City Center Drive and 79th Place Design Documents

- A portion of the work will include turn lanes into both 79th Place and City Center Drive along the County Road. This work will include coordination with Hennepin County to ensure those improvements are designed in conformance with their design standards.
- Stormwater management design. The pond and stormwater management devices were designed with the mass grading of the project but additional calculations will be necessary for the State Aid Hydraulic submittals.
- Engineers Cost estimate of the final design documents
- Landscaping plan in accordance with the SE District Standards. It is assumed that a preliminary landscaping plan will be presented to the City Council for their consideration incorporating the design elements of the complete downtown district. The final plan may include some components of that plan that make sense with an initial phase with some elements anticipated to be provided with future linear park or downtown development.
- Wetland permitting was addressed with the mass grading portion of the project and no additional wetland permitting is anticipated to be necessary with this phase of the project.

Task 200 - Bidding Assistance

- Stantec will provide assistance in the bidding process that includes preparing the advertisement for bids, responding to contractor questions, attending the bid opening, providing a bid tabulation, evaluate qualifications and provide an award recommendation.
- As there are multiple stakeholders within the project, the bid tabulation will be used to present updated cost share information to those parties.

Task	Cost
Task 100 – Final Construction Documents	\$ 128,000
Task 200 – Bidding Assistance	\$ 8,500
Total	\$ 136,500

Closing

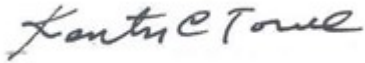
We hope this letter defines the of scope work and the estimated fee of services to your satisfaction. Stantec will complete this scope of work according to the Master Services Agreement and previous practices with the City of Corcoran. On behalf of our Stantec team, we thank you for this opportunity to be of service to your community.

March 15th, 2023
Kevin Mattson PE
Public Works Director
Page 3 of 3

Reference: City Center Drive and 79th Place Design Documents

Regards,

Stantec Consulting Services Inc.



Kent Torve PE (MN, TX, SD), LEED AP
City Engineer/ Principal
Phone: 612.209.7919
Kent.torve@stantec.com



Steve Hegland, PE (MN)
Client Manager
Phone: 612-741-6548
steven.hegland@stantec.com

By signing this proposal, City of Corcoran authorizes Stantec to proceed with the services herein described and the work will be completed in accordance with the existing Master Service Agreement.

This proposal is accepted and agreed on the _____ day of _____, _____.

Per: _____

Print Name & Title

Signature



April 6, 2023

Kevin Mattson, PE

Public Works Director
9100 County Road 19
Corcoran, MN 55340

Dear Kevin:

Reference: City Center Drive and 79th Place Feasibility Study Update

We appreciate the opportunity to present this scope of work to update the feasibility study for the City Center Drive and 79th Place improvement project. In July of 2021, the original Feasibility Study for the project was presented to and accepted by the City Council. Due to delays in the adjacent St. Therese Senior Living Development, the timing for ordering the improvements has passed from when the preliminary assessment hearings were held and the feasibility and preliminary assessment roll must be updated to formalize the process.

This scope of work is provided to update the necessary information from the previous feasibility study to meet the special assessment requirements as outlined in the Minnesota State Statute 429 which outlines the requirements for the special assessment process.

The following tasks are separated into the typical project breakdown to bring bid results back to Council.

Scope of Work

Task 100 – Feasibility Study

- Stantec will update select sections from the feasibility study so it may be presented for review by the City Council. This work will include updates to the project cost estimates and preliminary assessment rolls.
- We assume that an updated appraisal report will be provided by others to be utilized in the updated preliminary assessment roll.
- We assume that the scope of the proposed improvements will remain the same as presented in the previous feasibility study.

April 6th, 2023
Kevin Mattson PE
Public Works Director
Page 2 of 3

Reference: City Center Drive and 79th Place Feasibility Study

Engineering and permitting totals are as follows:

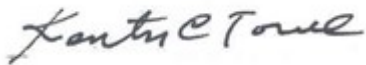
Task	Cost
Task 100 – Feasibility Study	\$ 3,500
Total	\$ 3,500

Closing

We hope this letter defines the of scope work and the estimated fee of services to your satisfaction. Stantec will complete this scope of work according to the Master Services Agreement and previous practices with the City of Corcoran. On behalf of our Stantec team, we thank you for this opportunity to be of service to your community.

Regards,

Stantec Consulting Services Inc.



Kent Torve PE (MN, TX, SD), LEED AP
City Engineer/ Principal
Phone: 612.209.7919
Kent.torve@stantec.com



Steve Hegland, PE (MN)
Client Manager
Phone: 612-741-6548
steven.hegland@stantec.com

April 6th, 2023
Kevin Mattson PE
Public Works Director
Page 3 of 3

Reference: City Center Drive and 79th Place Feasibility Study

By signing this proposal, City of Corcoran authorizes Stantec to proceed with the services herein described and the work will be completed in accordance with the existing Master Service Agreement.

This proposal is accepted and agreed on the _____ day of _____, _____ .

Per: _____

Print Name & Title

Signature

STAFF REPORT

Agenda Item: 9d.

Council Meeting: April 13, 2023	Prepared By: Michelle Friedrich
Topic : City Administrator Performance Evaluation Date	Action Required: Determine Evaluation Dates

Summary:

On April 14, 2022, Jessica Beise was appointed the City's new City Administrator. As part of the employment agreement, the City Council evaluated the performance of the City Administrator at six months, with performance evaluations annually thereafter.

On October 27, 2022, the Council completed a formal 6-month evaluation in a closed session. The City Administrator employment agreement indicates an annual performance review but does not clarify if the review is based on appointment date, or end of calendar year date. Does Council wish to evaluate the City Administrator based on the appointment date of the City Administrator position, and then annually on April 14 each year; or would Council prefer to evaluate the performance annually at the end of each calendar year? The last Council meeting scheduled in 2023 is December 18.

Financial/Budget:

The employment agreement outlines consideration of compensation adjustments dependent upon the results of the performance evaluation. Unless directed otherwise, the City Administrator receives the same compensation adjustment as other employees effective and beginning each calendar year.

Options:

1. Select annual performance review by appointment date of April 14, annually thereafter on April 14.
2. Select annual performance review at end of calendar year and schedule for December Council meeting of each year thereafter.

Recommendation:

Council Action:

Determine annual performance review date for City Administrator.

Attachments:

1. 2022 City Administrator Employment Agreement

City of Corcoran, Minnesota Employment Agreement

This **EMPLOYMENT AGREEMENT** (this “Agreement”) is made this 14th day of April, 2022, by and between the CITY OF CORCORAN, a Minnesota municipal corporation (“Employer”), and JESSICA BEISE (“Employee”). Employer and Employee are sometimes referred to collectively herein as the “parties”.

RECITALS

WHEREAS, Employee is the Corcoran Administrative Services Director and is currently serving as the Interim City Administrator; and

WHEREAS, Employer wishes to employ the services of Employee as the Corcoran City Administrator; and

WHEREAS, Employer and Employee desire to provide for certain procedures, benefits, and requirements related to the employment of Employee by Employer as the City Administrator; and

WHEREAS, Employee wishes to accept employment as the Corcoran City Administrator, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Administrator. Employee agrees to serve as City Administrator in accordance with applicable federal and state laws, City ordinances and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

2. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.

3. **RETIREMENT.** Per MN State Statute 352.965, employee will contribute to a deferred comp plan as defined by the City of Corcoran employee handbook.

4. **SALARY.** The City Administrator position is an exempt position. Employer shall pay Employee a salary of \$138,247 per year starting April 15, 2022, upon full execution of this Agreement by both parties. Employer and Employee agree that an initial performance review

will be conducted to evaluate Employee after six (6) months and annually thereafter. The Employer agrees to consider an increase in compensation to the Employee dependent upon the results of the performance evaluation. Further, at the initial performance review, Employer agrees to evaluate and consider Employee's continued performance of the typical duties of the Administrative Services Director in addition to those tasks typically assigned to the City Administrator, as such performance may be necessary, until a successor to the Administrative Services Director is appointed. For clarity, this consideration shall not bind Employer to offer additional compensation, but Employer pledges to evaluate Employee's ongoing completion of any potential additional duties which are necessary due to a vacancy in the Administrative Services Director position.

5. **SENIORITY.** For purposes of employment benefits such as Paid Time Off (PTO) and the like, Employee's original hire date with Employer, inclusive of a one-year service credit provided at the time of the original hire, of June 18, 2014 shall be used to calculate seniority.

6. **PAID TIME OFF (PTO).** Effective upon Employee's first day of employment as City Administrator, Employee's then current accrued PTO balance from her employment as Administrative Services Director shall be carried forward into her new position and Employee shall thereafter accrue PTO in accordance with the City's personnel policies, and in contemplation of her seniority established in Section 5 above.

7. **HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union employees.

8. **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.

9. **DUES AND SUBSCRIPTIONS.** Employer shall budget for and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement, pursuant to the terms of the City Employee Handbook. All dues and subscriptions in this section shall be budgeted for annually and are subject to Employer approval, which shall not be unreasonably withheld.

10. **PROFESSIONAL DEVELOPMENT.** Employer shall budget for and pay, up to the amount budgeted, necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the

professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee shall, at all times, use good judgment in her outside activities so she will not neglect her primary duties to the Employer.

11. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer; and at Employer's expense. Employee shall at all times endeavor to avoid memberships which are likely to create conflicts of interest.

12. **AUTOMOBILE.** Employee shall be reimbursed for any and all mileage expenses the same as other non-union employees, and pursuant to the City Employee Handbook. Employee shall have the ability to utilize City owned vehicles for work purposes, when she is licensed to operate the same.

13. **PHONE.** Employee will have the option to receive either: 1) a stipend of fifty dollars (\$50.00) per month for the purpose of using her personal cell phone for City business; or 2) a separate cell phone purchased by Employer on which City business is to be conducted. In either event, Employee will make her designated mobile number available for City business use during business and non-business hours. In the event a separate phone is purchased, the parties agree said phone is the property of Employer and shall be returned upon Employee's separation from employment with the City or removal from the position of City Administrator. Regardless of Employee's cell phone election, Employee understands that any phone used to conduct City business may be subject to data disclosures pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, or as required by court order.

14. **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

15. **HOURS OF WORK.** It is understood the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings, and performance of certain job-related tasks outside of normal office hours. It is understood by Employee that additional compensation and compensatory time shall not be provided to Employee for such additional expenditures of time. It is further understood that Employee may absent herself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings and performance of certain job-related tasks at other than normal working hours.

16. **SEPARATION.** Employee will serve at the will of Employer and may be terminated with or without cause, at any time. Any of the following will constitute termination with cause and would result in no severance:

- a. Inefficiency or incompetence in office that is not corrected after a reasonable identification of deficiency during an annual performance evaluation or other performance evaluation and after being given an appropriate opportunity to correct to the satisfaction of the majority of the City Council.
- b. Legal Malfeasance or nonfeasance in office.
- c. Gross misconduct, including but not limited to, a conviction of a felony or equivalent level offense or a conviction for an illegal act committed for the purpose of personal gain to Employee.

Should Employer terminate the employment of Employee without cause during such time that Employee is willing and able to perform the duties of City Administrator, she will receive at the time of receipt of her last paycheck a lump sum cash payment equal to three (3) months' aggregate salary. In such event, Employee will also receive benefits set forth in Section 8 above at the rate and levels then in effect for the City Administrator for a period of three (3) months following termination.

Additionally, Employee will have the option to resign and receive three (3) months' severance pay and benefits at the rate and levels then in effect if: (1) Employee's salary is cut (other than as part of an across-the-board reduction for all department head employees); or (2) the City materially breaches this Agreement and refuses, following reasonable written notice, to cure the breach and comply with the terms of this Agreement; or (3) if Employer formally requests her resignation. If Employee voluntarily resigns her position with Employer under any circumstances other than the three listed above, there shall be no severance pay due to Employee. Employee shall give Employer forty-five (45) days' advance notice if Employee voluntarily resigns her position.

17. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provisions of this Agreement.

18. **TERM.** This Agreement shall remain in effect during the term of Employee's employment with Employer as City Administrator. This Agreement may be amended only by written instrument, executed by Employee and Employer.

19. **TRANSITION OF DUTIES.** Upon Employee's acceptance of the City Administrator position, Employer intends to commence a hiring process to fill the vacated

Administrative Services Director position. Employee shall remain vested with the authority granted to the Administrative Services Director until such time as a replacement is appointed or such duties and authority are permanently reassigned. As a part of her duties as City Administrator, Employee shall cover, delegate, or otherwise assign the duties of Administrative Services Director until such time as a replacement is appointed or such duties are permanently reassigned. Employee shall not be entitled to any additional compensation due to retention of authority or duties of the Administrative Services Director position after she formally commences employment as the City Administrator. Notwithstanding the foregoing, Employer will evaluate and consider Employees performance of any additional duties at Employee's initial performance review, as set forth in Section 4 above.

20. **OUTSIDE ACTIVITIES.** The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with her responsibilities under this Agreement. Any such activities shall be pre-approved by the City Council.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:
CITY OF CORCORAN

EMPLOYEE:
JESSICA BEISE

By: _____
Tom McKee

Its: Mayor

STAFF REPORT

Agenda Item: 10a.

Council Meeting: April 13, 2023	Prepared By: Jessica Beise/Kevin Mattson
Topic : Ravinia Development Surety Request	Action Required: Approval

Summary:

Lennar has been working towards closing out several of the earlier phases within the Ravinia Development. As progress continues in terms of the outstanding work completed, Lennar has requested additional reductions to the Letter of Credit sureties for Ravinia 1st, 2nd, 3rd, 4th, 6th, and 8th additions as outlined in the attached correspondence.

Staff has reviewed the information and supports this Letter of Credit reduction request. Per the development contract, staff requires Council approval to administer this request.

Financial/Budget:

Staff has concluded that the proposed reductions in the Letter of Credit sureties will leave sufficient balances to complete the remaining work items for each addition. After the developer completes all outstanding items, each addition will advance to the warranty period of the process.

Options:

1. Authorize the reduction of Letter of Credit sureties for Ravinia 1st, 2nd, 3rd, 4th, 6th, and 8th additions to \$260,000 as requested.
2. Authorize the reduction of Letters of Credit sureties for Ravinia 1st, 2nd, 3rd, 4th, 6th, and 8th additions at a different amount.
3. Decline.

Recommendation:

Authorize the reduction of Letter of Credit sureties for Ravinia 1st, 2nd, 3rd, 4th, 6th, and 8th additions to \$260,000 as requested.

Council Action:

Consider a motion to authorize the reduction of Letter of Credit sureties for Ravinia 1st, 2nd, 3rd, 4th, 6th, and 8th additions to \$260,000 as requested.

Attachments:

1. Lennar – Ravinia Surety Reduction Request Letter



April 3, 2023

Mayor Tom McKee and City Council
City of Corcoran
8200 County Road 116
Corcoran, Minnesota 55340

RE: RAVINIA DEVELOPMENT – Phases 1, 2, 3, 4, 6 and 8

Dear Mayor McKee and City Council members,

As you know, US Home, LLC (d/b/a Lennar) is the developer of the Ravinia Development (the “Project”) located in the City of Corcoran. Pursuant to security requirements under its various Development Contracts with the City, Lennar has furnished the City a Letter of Credit for each Project phase. The purpose of this letter is to request approval for a reduction of the existing Letters of Credit for Phases 1, 2, 3, 4, 6 and 8 of the Project. The requests in this letter are limited to Phases 1, 2, 3, 4, 6 and 8.

Having completed material obligations under the Development Agreements, the existing Letters of Credits for Phases 1, 2, 3, 4, 6 and 8 now reflect substantially more security than the amount necessary to complete said Phases. The terms of the respective Development Contracts for each Phase provide authority to the City engineer to reduce the Letters of Credit *to an amount reasonably necessary to cover the remaining construction obligations*. Lennar and the City engineer along with other City staff have exchanged information and discussed the remaining Developer obligations. In accordance with those discussions, please accept this letter as a formal request for approval to reduce the existing Letters of Credit amounts to the updated amounts shown in the following table:

PHASE	Original LOC Amount	Current LOC Amount	Updated LOC Amount
1	\$5,937,172	\$700,000	\$100,000
2	\$1,975,829	\$250,000	\$10,000
3	(shared with Phase 2)	(see Phase 2 LOC)	\$50,000
4	\$1,552,578	\$156,000	\$50,000
6	\$1,158,787	\$116,368	\$25,000
8	\$577,105.06	\$68,711	\$25,000

Submittal of this request is not a waiver of any rights or defenses held by Developer, and as discussed and agreed to with City representatives Developer reserves all rights under the Development Contracts and Minnesota law with respect to the Letter of Credit balances and status of development work in Ravinia Phases 1, 2, 3, 4, 6 and 8.

Thank you for your review and consideration of this request. Lennar appreciates the City’s continued support and looks forward to completion of this exceptional community for the City’s current and future residents.

Sincerely,

U.S. HOME, LLC

By: 
Name: Jonathan A. Aune
Its: Vice President, Minnesota Land Division

STAFF REPORT

Agenda Item: 10b.

Council Meeting: April 13, 2023	Prepared By: Kevin Mattson
Topic: Hunters Ridge Street Improvements - Authorize Feasibility Study	Action Required: Approval

Summary:

Annually, the City of Corcoran identifies and completes a street maintenance overlay project based on existing road conditions. For 2023, staff recommends the Hunters Ridge neighborhood east of County Road 116 under the one-time “free overlay” policy.

The condition of the pavement and bituminous curbing has deteriorated significantly and is showing signs of failure that may warrant improvements beyond the typical maintenance overlay.

With those considerations, staff is recommending that Council approve a feasibility study to evaluate potential street improvements similar to the approach used with the recent street improvements to the Corcoran Trail East & West neighborhood (see attached).

If the council supports this request, staff will coordinate public engagement efforts with the neighborhood and collect feedback from the residents.

The feasibility study is a requirement for the city to consider potential assessments of the benefiting properties. Appraisal costs are estimated to be \$2,500.

Financial/Budget:

It is likely that the improvements could be funded through a combination of sources including special assessments and local participation. At this stage, it is unknown how the actual percentages will break down. The 2023 budget allocates \$225,000 for asphalt maintenance projects.

Based on preliminary staff projections, we anticipate that the feasibility study could identify a funding gap beyond what has been budgeted for in 2023. However, street improvements to this road are warranted and the design information and financing options obtained from the feasibility study will remain valuable in the future.

Staff is proposing that the initial costs for the feasibility study be paid out of the 2023 asphalt maintenance operating budget.

Options:

1. Approve the Hunters Ridge Street Improvements - Feasibility Study including authorization of appraisal work in the amount of \$10,000.
2. Send back to staff for further review.
3. Decline.

Recommendation

Approve the Hunters Ridge Street Improvements Feasibility Study including authorization of appraisal work in the amount of \$10,000.

Council Action:

Consider a motion to approve the Hunters Ridge Street Improvements Feasibility Study including authorization of appraisal work in the amount of \$10,000.

Attachments:

1. Hunters Ridge Street Improvements – Feasibility Study Proposal (Stantec)



April 6, 2023

Kevin Mattson, PE

Public Works Director
9100 County Road 19
Corcoran, MN 55340

Dear Kevin:

Reference: Hunters Ridge Improvements Feasibility Study

We appreciate the opportunity to present this scope of work to prepare a feasibility study for roadway improvements on Hunters Ridge. The proposed improvements include roadway and limited stormwater improvements to Hunters Ridge from County Road 116 to the end of the existing cul-de-sac. It is assumed that a portion of the project costs will be financed through special assessments and the feasibility study will be completed in accordance with Minnesota State Statute 429, which outlines the requirements to utilize special assessments.

This portion of Hunters Ridge is in a deteriorating condition and is in need of roadway improvements. This feasibility study will review the current condition of the roadway as well as the costs associated with those improvements. Localized improvements to the storm sewer network will be reviewed with this study but no stormwater modelling is anticipated with this scope of work.

The following scope of work is provided to complete the feasibility study.

Scope of Work

Task 100 – Feasibility Study

Stantec will perform the following tasks in completing the feasibility study

- Visual Field investigation to assess drainage conditions, culvert conditions and any associated drainage improvements
- Prepare project figures, material takeoffs and cost estimates
- Review roadway conditions and potential improvement alternatives appropriate for the condition of the roadway.
- Coordinate boring quotes, stake boring locations and review geotechnical data. The cost of the soil borings are estimated to be \$4,000 and will be billed directly to the City, however this amount is not included in this estimate.
- Prepare Preliminary Assessment Roll in accordance with Assessment Policy
- Review Assessment Roll Alternatives and Mill and Overlay Credits
- Draft and assemble Feasibility Report

April 6th, 2023
Kevin Mattson PE
Public Works Director
Page 2 of 3

Reference: Hunters Ridge Improvements Feasibility Study

Engineering totals are as follows:

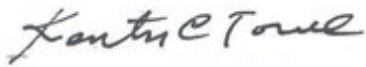
Task	Cost
Task 100 – Feasibility Study	\$ 7,500
Total	\$ 7,500

Closing

We hope this letter defines the of scope work and the estimated fee of services to your satisfaction. Stantec will complete this scope of work according to the Master Services Agreement and previous practices with the City of Corcoran. On behalf of our Stantec team, we thank you for this opportunity to be of service to your community.

Regards,

Stantec Consulting Services Inc.



Kent Torve PE (MN, TX, SD), LEED AP
City Engineer/ Principal
Phone: 612.209.7919
Kent.torve@stantec.com



Steve Hegland, PE (MN)
Client Manager
Phone: 612-741-6548
steven.hegland@stantec.com

April 6th, 2023
Kevin Mattson PE
Public Works Director
Page 3 of 3

Reference: Hunters Ridge Improvements Feasibility Study

By signing this proposal, City of Corcoran authorizes Stantec to proceed with the services herein described and the work will be completed in accordance with the existing Master Service Agreement.

This proposal is accepted and agreed on the _____ day of _____, _____ .

Per: _____

Print Name & Title

Signature

STAFF REPORT

Agenda Item: 10c.

Council Meeting: April 13, 2023	Prepared By: Jessica Beise
Topic : Public Works Staffing – Reorganization Phase 2 Update, Job Description Review and Authorizations to Hire	Action Required: Approval

Summary:

Reorganization Updates

In July of 2021, an organizational structure shift for the Public Works Department was discussed and supported. In late 2021 and early 2022, Phase 1 of the reorganization was completed which included an update to the Public Works Director job description, the creation of the Operations Superintendent and Operations Supervisor positions, and associated backfills to the Crew Lead and Maintenance Worker positions.

Phase 2 originally included the addition of an Engineering/Development Superintendent and Administrative Assistant positions. After further discussions the Council approved Phase 2A – Permit Technician within the Public Works department due to the continued increasing permit volume workload.

Staff recommended as part of the 2023 budget an Administrative Assistant to be included in Phase 2B. Phase 2B now includes the Administrative Assistant and the Engineering/Development Superintendent. Staff recommends moving forward with the hiring of the Administrative Assistant immediately with the Engineering/Development Superintendent anticipated soon.

Earlier this year, the council approved the construction of water supply infrastructure. Staff indicated that this would result in a reorganization of duties related to the utilities which staff anticipates presenting later this year as Phase 3 of reorganization.

Job Description Review

Staff completed a review of the job description for the Crew Lead and Maintenance Worker positions. The descriptions had not been significantly updated in the last several years. Further review of the job descriptions is anticipated as part of the Phase 3 reorganization.

The staff is currently scoring the Administrative Assistant job description and anticipates providing it to the Council by Tuesday, April 11.

Authorization to Hire

Staff requests authorization to hire the vacant (unfilled after last hiring process) Maintenance Worker and the Administrative Assistant positions.

Financial/Budget:

The reorganization was included in the 2023 budget. The grades for the position are being reviewed as the scoring is being completed. Staff anticipates that any grade changes can be absorbed in the 2023 budget.

Options:

1. Approve Resolution 2023-29 Amending the Organizational Structure of the Public Works Department and Approving Job Descriptions.
2. Approve Resolution 2023-29 Amending the Organizational Structure of the Public Works Department and Approving Job Descriptions with amendments.
3. Decline to reorganize the Public Works Department.

Recommendation:

Staff recommends approval of Resolution 2023-29 Amending the Organizational Structure of the Public Works Department and Approving Job Descriptions, and authorization to hire.

Council Action:

Consider a motion to approve Resolution 2023-29 Amending the Organizational Structure of the Public Works Department and Approving Job Descriptions, and authorization to hire.

Attachments:

1. Resolution 2023-29 Amending the Organizational Structure of the Public Works Department and Approving Job Descriptions.
2. Crew Leader Job Description – To Be Provided Prior to the Meeting
3. Maintenance Worker Job Description – To Be Provided Prior to the Meeting
4. Administrative Assistant Job Description – To Be Provided Prior to the Meeting

RESOLUTION NO. 2023-29

Motion By:
Seconded By:

**A RESOLUTION AMENDING THE ORGANIZATIONAL STRUCTURE OF THE
PUBLIC WORKS DEPARTMENT AND APPROVING JOB DESCRIPTIONS**

WHEREAS, the City of Corcoran has an existing organizational structure which at time to time must be adjusted as the City grows needs to meet the needs of the community; and

WHEREAS, the City recently authorized reorganization of the Public Works Department; and

WHEREAS, an Administrative Assistant position has been created to assist the needs of the Public Works Department; and

WHEREAS, the City has reviewed the roles and responsibilities for the Maintenance Worker and Crew Leader; and

WHEREAS, the City desires to amend the job descriptions for Maintenance Worker and Crew Leader; and

WHEREAS, the City would like to memorialize this change by resolution.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Corcoran:

1. The City establishes a new position titled Administrative Assistant and approves the job description.
2. The City authorizes staff to begin a hiring process for the Administrative Assistant, the hire is subject to final approval by the City Council.
3. The City amends the job description of the Maintenance Worker as attached to the staff report; effective April 15, 2023 _____ is placed in Grade ____ at Step ____; for the purpose of benefit accruals, all existing years of service continue to this amended position.
4. The City amends the job description of the Crew Lead as attached to the staff report; effective April 15, 2023 Mark Reinking is placed in Grade ____ at Step ____; for the purpose of benefit accruals, all existing years of service continue to this amended position.
5. The City authorizes staff to begin a hiring process for the Maintenance Worker; the hire is subject to final approval by the City Council.

VOTING AYE

- McKee, Tom
 Bottema, Jon
 Nichols, Jeremy
 Schultz, Alan
 Vehrenkamp, Dean

VOTING NAY

- McKee, Tom
 Bottema, Jon
 Nichols, Jeremy
 Schultz, Alan
 Vehrenkamp, Dean

RESOLUTION NO. 2023-29

Whereupon, said Resolution is hereby declared adopted on this 13th day of April 2023.

Tom McKee – Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

City of Corcoran 2023 City Council Schedule

Agenda Item: 13.

Below is a tentative schedule for City Council meetings. The items and schedule are subject to change.

April 27, 2023 Work Session

- Firearms Ordinance Draft

April 27, 2023

- Proclamation – National Public Service Week
- Firearms Ordinance Draft – Work Session
- Buffer Ordinance
- CSAH 10 & Brockton Lane Turn Lane Improvements – Award Bid
- Organics Recycling – Changes Required
- Keefe Minor Subdivision
- Karinemi Concept Plan
- Rush Creek Reserve 3rd Addition Final PUD and Plat
- Cook Lake Highlands.
- Fund Creation
- 2021 and 2022 Transfers
- Logo Approach and Staff Process for Logo
- Transition Buffer Ordinance (Post to website by April 17, 2023)
- Parks & Trails Commission Appointment
- ARPA Update/Granicus Information (Michelle)
- Juneteenth Holiday
- Juneteenth Council Approval for 2024
- Placeholder to THC Regulations Follow Up
- Assistance for Park Design
- Engineering Proposal for Pedestrian Crossings Policy

May 11, 2023

- Proclamation – National Police Week
- Park Signs Plan

May 25, 2023

- Proclamation – National Public Works Week
- CR 116 & Hunters Ridge Turn Lane Improvements – Award Bid
- Hope Site EAW

June 8, 2023

- 2024 Budget Goals and Priorities
- Schedule Budget Work Sessions

June 22, 2023

- Progress Report – 2023 Goals and Measurables

July 13, 2023 Work Session (Tentative)

- Draft 2024 Budget

July 13, 2023

- Mid-Year Code Enforcement – Add November Report Next
- Draft 2024 Budget

July 27, 2023

August 10, 2023

- Draft 2024-25 CIP and Pre Orders
- Draft 2024 Budget

August 24, 2023

-

September 13, 2023 – Annual Charter Commission Meeting

- 4 Year Mayoral Term (Staff)
- Voter Information Information (Staff)
- Terms and Appointments (Staff)
- Stagger Commission Terms (Guenthner)
- Ward Information (Tucker)
- Joint Council Meeting (Staff)

September 14, 2023

- Preliminary Budget and Levy
- Levy Insert

September 28, 2023

- Progress Report – 2023 Goals and Measurables

October 12, 2023

-

October 26, 2023

Additional Future Meetings

Host Special Charter Commission Meeting – March 21, 2023 at 5:30pm

Annual Charter Commission Meeting – September 13, 2023 at 5:30pm