



CITY OF CORCORAN  
Corcoran City Council Agenda  
August 24, 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: 840 8850 6834**

Press \*9 to speak during the Public Comment Sections in the meeting.

**Video Link and Instructions:**

**<https://us02web.zoom.us/j/84088506834>**

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

**Meeting ID: 840 8850 6834**

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 public comment visit:

[www.corcoranmn.gov](http://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. Years of Service Recognition--Paula Steelman (15 Years)
7. **Consent Agenda**
  - a. December 2022 Council Minutes\*
  - b. Financial Claims\*
  - c. Approving Resolution 2023-68 Bennett Garage CUP\*
  - d. Water Treatment Plant-Pay Request 3\*
8. **Planning Business -- Public Comment Opportunity**
  - a. Corcoran Garages II\*
9. **Unfinished Business – Public Comment Opportunity**
  - a. City Center Drive and 79<sup>th</sup> Place Street and Utility Improvements-Bid Award\*
  - b. Recognizing Night to Unite Participants and Donations\*
  - c. City Administrator Search Process Update\*
  - d. Request for Proposals and Qualifications\*
10. **New Business – Public Comment Opportunity**
  - a. Resident Garage 22355 Oakdale Drive\*
  - b. Organics Recycling Requirements\*
  - c. Public Hearing: Cannabis, Edible Cannabinoids, & Drug Paraphernalia Ordinance\*
    - i. Regulation Discussion
  - d. Public Hearing: Adopt Interim Moritorium Ordinance\*
    - i. Moritorium Discussion
  - e. Fund Transfers\*
  - f. Create and Amend Funds\*
  - g. Tuition Reimbursement Request – Wayne Barnhart\*
11. **Staff Reports**
  - a. Planning and Project Update\*
12. **Closed Session**
  - a. City Center Drive Improvements
  - b. PIDs - 23-119-23-43-0004 and 23-119-23-43-0003
  - c. Diamond Lake Regional Trail
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](http://www.corcoranmn.gov).*

## STAFF REPORT

Agenda Item: 4.

|                                             |                                           |
|---------------------------------------------|-------------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023  | <b>Prepared By:</b><br>Michelle Friedrich |
| <b>Topic:</b><br>Commission Representatives | <b>Action Required</b><br>Informational   |

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### Summary

The advisory commission representatives for the August 24, 2023, Council meeting are as follows:

- Planning Commission: Lindsay Jacobs
- Parks and Trails Commission: Judy Strehler

### Financial/Budget

N/A

### Council Action

N/A

### Attachments

N/A

## STAFF REPORT

Agenda Item: 7a.

|                                                        |                                           |
|--------------------------------------------------------|-------------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023             | <b>Prepared By:</b><br>Michelle Friedrich |
| <b>Topic:</b><br>Draft Council Minutes – December 2022 | <b>Action Required:</b><br>Informational  |

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### Summary

The draft Council Minutes for December 2022 will be emailed on Tuesday, August 22, with hard copies provided to Council the evening of the August 24 meeting.

### Attachments (Hard copies will be provided August 24, 2023)

1. Draft Council Minutes – December 8, 2022
2. Draft Council Minutes – December 22, 2022

**FINANCIAL CLAIMS**

**CHECK RANGE**

**FUND #500 ESCROW CLAIMS**

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

|                                |               |      |
|--------------------------------|---------------|------|
| <b>Total</b>                   | <b>\$0.00</b> |      |
| <b>Total Fund #500 =</b>       |               | \$ - |
| (See attached Payments Detail) |               |      |

**ALL OTHER FINANCIAL CLAIMS**

|                                            |               |                         |
|--------------------------------------------|---------------|-------------------------|
| Check Register                             |               | \$859,940.12            |
| (See attached Check Detail Registers)      |               |                         |
| <b>Total Checks</b>                        | <b>\$</b>     | <b>859,940.12</b>       |
| <b>Total of Auto Deductions</b>            | <b>\$</b>     | <b>156,957.83</b>       |
| <br><b>TOTAL EXPENDITURES FOR APPROVAL</b> | <br><b>\$</b> | <br><b>1,016,897.95</b> |

|              |                    | <b>Auto Deductions / Electronic Fund Transfer / Other Disbursements</b> |                                           |
|--------------|--------------------|-------------------------------------------------------------------------|-------------------------------------------|
| Date         | Paid to            | Amount                                                                  | Description                               |
| 8/4/2023     | ADP                | \$ 345.64                                                               | Payroll Processing Fee                    |
| 8/7/2023     | RevTrak            | \$ 188.57                                                               | Credit Card Fee                           |
| 8/8/2023     | InvoiceCloud       | \$ 1,392.20                                                             | Credit Card Fee                           |
| 8/10/2023    | ADP                | \$ 119,905.79                                                           | Net Payroll and Taxes                     |
| 8/11/2023    | Optum Bank         | \$ 4,278.28                                                             | Employee HSA                              |
| 8/11/2023    | MN PERA            | \$ 25,157.52                                                            | Employee Pension                          |
| 8/14/2023    | MN State - Empower | \$ 5,604.98                                                             | Employee Deferred Comp/Healthcare Savings |
| 8/15/2023    | MN Dept of Revenue | \$ 25.00                                                                | Fuel License Renewal                      |
| 8/15/2023    | MN Dept of Revenue | \$ 59.85                                                                | Fuel Tax                                  |
| <b>Total</b> |                    | <b>\$ 156,957.83</b>                                                    |                                           |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN  
 EXP CHECK RUN DATES 08/09/2023 - 08/24/2023  
 JOURNALIZED  
 PAID - CHECK TYPE: PAPER CHECK  
 CHECK REGISTER - COUNCIL

| GL Number       | Invoice Date | Vendor                   | Invoice Desc.                      | Invoice         | Chk Date | Amount   | Check |
|-----------------|--------------|--------------------------|------------------------------------|-----------------|----------|----------|-------|
| Check 34159     |              |                          |                                    |                 |          |          |       |
| 100-45100-50300 | 08/07/23     | MN BCA                   | BACKGROUND CHECKS - FALL BASEBALL  | 08072023        | 08/09/23 | 180.00   | 34159 |
|                 |              |                          | Total For Check 34159              |                 |          | 180.00   |       |
| Check 34160     |              |                          |                                    |                 |          |          |       |
| 100-45100-50300 | 08/16/23     | ADAH SWANSON             | 2023 SUMMER SOCCER REFEREE         | 08242023        | 08/24/23 | 30.00    | 34160 |
|                 |              |                          | Total For Check 34160              |                 |          | 30.00    |       |
| Check 34161     |              |                          |                                    |                 |          |          |       |
| 100-41900-50401 | 08/03/23     | ADAMS PEST CONTROL, INC. | CITY HALL PEST CONTROL             | 3700219         | 08/24/23 | 130.57   | 34161 |
|                 |              |                          | Total For Check 34161              |                 |          | 130.57   |       |
| Check 34162     |              |                          |                                    |                 |          |          |       |
| 100-41900-50210 | 08/15/23     | ALTA                     | YEARS OF SERVICE BLOCK             | 15939           | 08/24/23 | 9.36     | 34162 |
|                 |              |                          | Total For Check 34162              |                 |          | 9.36     |       |
| Check 34163     |              |                          |                                    |                 |          |          |       |
| 202-42100-50210 | 07/31/23     | AMAZON CAPITAL SERVICES  | NIGHT TO UNITE SUPPLIES (POPCORN B | 1VHC-PYDG-FRRV  | 08/24/23 | 97.14    | 34163 |
|                 |              |                          | Total For Check 34163              |                 |          | 97.14    |       |
| Check 34164     |              |                          |                                    |                 |          |          |       |
| 100-41900-50212 | 08/03/23     | BEAUDRY OIL COMPANY      | UNLEADED 87 FUEL                   | 2391718         | 08/24/23 | 27.46    | 34164 |
| 100-41900-50212 | 08/11/23     | BEAUDRY OIL COMPANY      | UNLEADED 87                        | 2396412         | 08/24/23 | 33.94    | 34164 |
| 100-42100-50212 | 08/03/23     | BEAUDRY OIL COMPANY      | UNLEADED 87 FUEL                   | 2391718         | 08/24/23 | 1,249.39 | 34164 |
| 100-42100-50212 | 08/11/23     | BEAUDRY OIL COMPANY      | UNLEADED 87                        | 2396412         | 08/24/23 | 1,544.42 | 34164 |
| 100-43100-50212 | 08/03/23     | BEAUDRY OIL COMPANY      | UNLEADED 87 FUEL                   | 2391718         | 08/24/23 | 96.11    | 34164 |
| 100-43100-50212 | 08/03/23     | BEAUDRY OIL COMPANY      | ULS #2 DYED FUEL                   | 2391717         | 08/24/23 | 898.00   | 34164 |
| 100-43100-50212 | 08/11/23     | BEAUDRY OIL COMPANY      | UNLEADED 87                        | 2396412         | 08/24/23 | 118.80   | 34164 |
| 100-43100-50212 | 08/11/23     | BEAUDRY OIL COMPANY      | ULS DYED FUEL                      | 2396411         | 08/24/23 | 635.32   | 34164 |
|                 |              |                          | Total For Check 34164              |                 |          | 4,603.44 |       |
| Check 34165     |              |                          |                                    |                 |          |          |       |
| 100-42100-50220 | 07/26/23     | BOYER FORD TRUCKS INC    | NUT-SPRING                         | 003P45780       | 08/24/23 | 19.56    | 34165 |
|                 |              |                          | Total For Check 34165              |                 |          | 19.56    |       |
| Check 34166     |              |                          |                                    |                 |          |          |       |
| 100-41900-50200 | 08/07/23     | BUSINESS ESSENTIALS      | COPY PAPER                         | OE-QT-73686-1   | 08/24/23 | 1,762.90 | 34166 |
|                 |              |                          | Total For Check 34166              |                 |          | 1,762.90 |       |
| Check 34167     |              |                          |                                    |                 |          |          |       |
| 100-00000-22205 | 08/15/23     | CAPSTONE HOMES           | 23100 LARSEN RD GRADING 22-002 ESC | GR22-002        | 08/24/23 | 3,000.00 | 34167 |
|                 |              |                          | Total For Check 34167              |                 |          | 3,000.00 |       |
| Check 34168     |              |                          |                                    |                 |          |          |       |
| 100-43100-50380 | 08/02/23     | CENTERPOINT ENERGY       | PUBLIC WORKS GAS BILL 06/28/23-07/ | 9884559-7 07/20 | 08/24/23 | 92.34    | 34168 |
|                 |              |                          | Total For Check 34168              |                 |          | 92.34    |       |
| Check 34169     |              |                          |                                    |                 |          |          |       |
| 100-41900-50381 | 08/08/23     | CENTERPOINT ENERGY       | GAS BILL JULY 2023                 | 08-2023         | 08/24/23 | 15.00    | 34169 |
| 100-43100-50381 | 08/08/23     | CENTERPOINT ENERGY       | GAS BILL JULY 2023                 | 08-2023         | 08/24/23 | 20.46    | 34169 |
|                 |              |                          | Total For Check 34169              |                 |          | 35.46    |       |
| Check 34170     |              |                          |                                    |                 |          |          |       |
| 100-41900-50400 | 08/09/23     | CINTAS - 470             | CITY HALL MATS                     | 4164177351      | 08/24/23 | 133.06   | 34170 |
| 100-42100-50400 | 08/16/23     | CINTAS - 470             | LG BATH TOWEL                      | 4164882073      | 08/24/23 | 16.20    | 34170 |
| 100-43100-50400 | 08/02/23     | CINTAS - 470             | CRT CABINET/TOWEL                  | 4163484882      | 08/24/23 | 82.82    | 34170 |

| GL Number             | Invoice Date | Vendor                       | Invoice Desc.                      | Invoice      | Chk Date | Amount    | Check |
|-----------------------|--------------|------------------------------|------------------------------------|--------------|----------|-----------|-------|
| Check 34170           |              |                              |                                    |              |          |           |       |
| 100-43100-50400       | 08/02/23     | CINTAS - 470                 | MICROFIBER WIPE                    | 4163484873   | 08/24/23 | 24.20     | 34170 |
| 100-43100-50400       | 08/02/23     | CINTAS - 470                 | BATH TOWELS                        | 4163484765   | 08/24/23 | 55.12     | 34170 |
| 100-43100-50400       | 08/14/23     | CINTAS - 470                 | LG BATH TOWELS                     | 4164177321   | 08/24/23 | 55.12     | 34170 |
| 100-43100-50400       | 08/09/23     | CINTAS - 470                 | CRT BLUE/MATS                      | 4164177369   | 08/24/23 | 38.11     | 34170 |
| 100-43100-50400       | 08/09/23     | CINTAS - 470                 | DISP MAT SERVICE                   | 4164177433   | 08/24/23 | 6.00      | 34170 |
| 100-43100-50400       | 08/16/23     | CINTAS - 470                 | GRAY MICROFIBER WIPE/BATHROOM MAT  | 4164882068   | 08/24/23 | 24.20     | 34170 |
| 100-43100-50400       | 08/16/23     | CINTAS - 470                 | LG BATH TOWELS                     | 4164882080   | 08/24/23 | 55.12     | 34170 |
| 100-43100-50400       | 08/16/23     | CINTAS - 470                 | CRT CABINET/SM SHOP TOWELS         | 4164882089   | 08/24/23 | 82.82     | 34170 |
| 100-43100-50417       | 08/02/23     | CINTAS - 470                 | UNIFORMS                           | 4163484964   | 08/24/23 | 194.17    | 34170 |
| 100-43100-50417       | 08/09/23     | CINTAS - 470                 | UNIFORMS                           | 4164177540   | 08/24/23 | 194.17    | 34170 |
| 100-43100-50417       | 08/16/23     | CINTAS - 470                 | UNIFORMS                           | 4164882181   | 08/24/23 | 194.17    | 34170 |
| Total For Check 34170 |              |                              |                                    |              |          | 1,155.28  |       |
| Check 34171           |              |                              |                                    |              |          |           |       |
| 100-41900-50382       | 07/31/23     | CITY OF CORCORAN             | 6620 COUNTY RD 116 IRRIGATION UB B | 6620-08.2023 | 08/24/23 | 27.89     | 34171 |
| 100-45200-50382       | 07/31/23     | CITY OF CORCORAN             | CITY PARK - 20200 CO RD 50 07/2023 | 07312023     | 08/24/23 | 70.96     | 34171 |
| 100-45200-50382       | 07/31/23     | CITY OF CORCORAN             | 6604 WILDFLOWER TRL                | 6604-07-23   | 08/24/23 | 98.85     | 34171 |
| Total For Check 34171 |              |                              |                                    |              |          | 197.70    |       |
| Check 34172           |              |                              |                                    |              |          |           |       |
| 100-43100-50380       | 08/01/23     | COMCAST - 930899035          | PW INTERNET JULY 2023              | 179567709    | 08/24/23 | 295.05    | 34172 |
| Total For Check 34172 |              |                              |                                    |              |          | 295.05    |       |
| Check 34173           |              |                              |                                    |              |          |           |       |
| 100-43100-50321       | 08/05/23     | COMCAST 0044893              | PHONE SERVICES 08/10/23-09/09/23   | 08052023     | 08/24/23 | 126.62    | 34173 |
| Total For Check 34173 |              |                              |                                    |              |          | 126.62    |       |
| Check 34174           |              |                              |                                    |              |          |           |       |
| 100-41920-50221       | 08/08/23     | COMPUTER INTEGRATION TECH    | 32G RAM MEMORY                     | 355808       | 08/24/23 | 1,825.00  | 34174 |
| 100-41920-50300       | 07/31/23     | COMPUTER INTEGRATION TECH    | IT SUPPORT SERVICE JULY 2023       | 355285       | 08/24/23 | 3,350.00  | 34174 |
| 100-41920-50300       | 08/15/23     | COMPUTER INTEGRATION TECH    | MONTHLY BILLING FOR AUGUST 2023 (O | 355720       | 08/24/23 | 1,827.20  | 34174 |
| 100-41920-50300       | 08/15/23     | COMPUTER INTEGRATION TECH    | MANAGED SERVICES MONTHLY BILLING F | 356253       | 08/24/23 | 4,419.75  | 34174 |
| Total For Check 34174 |              |                              |                                    |              |          | 11,421.95 |       |
| Check 34175           |              |                              |                                    |              |          |           |       |
| 100-45100-50300       | 08/16/23     | COOPER HENSEL                | 2023 SUMMER SOCCER REFEREE         | 08242023     | 08/24/23 | 60.00     | 34175 |
| Total For Check 34175 |              |                              |                                    |              |          | 60.00     |       |
| Check 34176           |              |                              |                                    |              |          |           |       |
| 100-45100-50300       | 08/15/23     | CORCORAN COMMUNITY FUND      | 2023 COUNTRY DAZE BEAN BAG TOURNAM | 08-2023      | 08/24/23 | 560.00    | 34176 |
| Total For Check 34176 |              |                              |                                    |              |          | 560.00    |       |
| Check 34177           |              |                              |                                    |              |          |           |       |
| 100-42100-50438       | 08/14/23     | CORCORAN PET CARE CENTER, LL | K9 VET CARE                        | 072023       | 08/24/23 | 705.16    | 34177 |
| Total For Check 34177 |              |                              |                                    |              |          | 705.16    |       |
| Check 34178           |              |                              |                                    |              |          |           |       |
| 100-41900-50210       | 07/31/23     | CULLIGAN BOTTLED WATER       | OFFICE WATER                       | 114X92835301 | 08/24/23 | 65.52     | 34178 |
| Total For Check 34178 |              |                              |                                    |              |          | 65.52     |       |
| Check 34179           |              |                              |                                    |              |          |           |       |
| 100-45200-50210       | 08/08/23     | CUTTER SALES INC             | FLANGED JOURNAL ROLLER             | 165900       | 08/24/23 | 470.25    | 34179 |
| Total For Check 34179 |              |                              |                                    |              |          | 470.25    |       |
| Check 34180           |              |                              |                                    |              |          |           |       |

| GL Number       | Invoice Date | Vendor                       | Invoice Desc.                      | Invoice       | Chk Date | Amount          | Check |
|-----------------|--------------|------------------------------|------------------------------------|---------------|----------|-----------------|-------|
| Check 34180     |              |                              |                                    |               |          |                 |       |
| 100-43100-50210 | 08/03/23     | DIAMOND TRAFFIC PRODUCTS     | TRAFFIC COUNTERS BATTERY REPLACEME | 9933764-IN    | 08/24/23 | 227.00          | 34180 |
|                 |              |                              | Total For Check 34180              |               |          | <u>227.00</u>   |       |
| Check 34181     |              |                              |                                    |               |          |                 |       |
| 100-41900-50210 | 08/09/23     | DISPLAY SALES COMPANY        | FLAGS                              | INV0151       | 08/24/23 | 894.00          | 34181 |
|                 |              |                              | Total For Check 34181              |               |          | <u>894.00</u>   |       |
| Check 34182     |              |                              |                                    |               |          |                 |       |
| 100-43100-50350 | 08/03/23     | ECM PUBLISHERS INC           | PUBLIC NOTICE FOR HORSESHOE BEND D | 959077        | 08/24/23 | 126.64          | 34182 |
|                 |              |                              | Total For Check 34182              |               |          | <u>126.64</u>   |       |
| Check 34183     |              |                              |                                    |               |          |                 |       |
| 100-43100-50300 | 07/31/23     | EMPLOYEE RELATIONS, INC.     | BACKGROUND CHECKS                  | 95543         | 08/24/23 | 77.22           | 34183 |
| 100-45100-50300 | 07/31/23     | EMPLOYEE RELATIONS, INC.     | BACKGROUND CHECKS                  | 95543         | 08/24/23 | 253.00          | 34183 |
|                 |              |                              | Total For Check 34183              |               |          | <u>330.22</u>   |       |
| Check 34184     |              |                              |                                    |               |          |                 |       |
| 601-49400-50227 | 08/15/23     | FERGUSON WATERWORKS #2518    | WATER METER                        | 0517681       | 08/24/23 | 2,335.20        | 34184 |
|                 |              |                              | Total For Check 34184              |               |          | <u>2,335.20</u> |       |
| Check 34185     |              |                              |                                    |               |          |                 |       |
| 100-41910-50300 | 08/03/23     | HENNEPIN COUNTY ACCOUNTS REC | VIEW RECORDED DOCUMENTS            | 1000210609    | 08/24/23 | 15.00           | 34185 |
| 100-42400-50300 | 08/03/23     | HENNEPIN COUNTY ACCOUNTS REC | VIEW RECORDED DOCUMENTS            | 1000210609    | 08/24/23 | 2.50            | 34185 |
|                 |              |                              | Total For Check 34185              |               |          | <u>17.50</u>    |       |
| Check 34186     |              |                              |                                    |               |          |                 |       |
| 100-42100-50323 | 08/03/23     | HENNEPIN COUNTY TREASURER    | PD RADIO FLEET/MESB FEE AND CAD BI | 1000210855    | 08/24/23 | 1,442.97        | 34186 |
|                 |              |                              | Total For Check 34186              |               |          | <u>1,442.97</u> |       |
| Check 34187     |              |                              |                                    |               |          |                 |       |
| 100-43100-50323 | 08/03/23     | HENNEPIN COUNTY TREASURER    | PW RADIO FLEET/MESB FEE JULY 2023  | 1000210922    | 08/24/23 | 323.88          | 34187 |
|                 |              |                              | Total For Check 34187              |               |          | <u>323.88</u>   |       |
| Check 34188     |              |                              |                                    |               |          |                 |       |
| 100-00000-32100 | 08/14/23     | INTREPID REMODELING          | BLD 23-0002 21400 LARKIN ROAD      | BLD22-0010    | 08/24/23 | 1,000.00        | 34188 |
|                 |              |                              | Total For Check 34188              |               |          | <u>1,000.00</u> |       |
| Check 34189     |              |                              |                                    |               |          |                 |       |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006689-15 | 6689-08.2023  | 08/24/23 | 14.90           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006701-15 | 6701-08.2023  | 08/24/23 | 7.09            | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006665-15 | 6665-08.2023  | 08/24/23 | 3.23            | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006595-66 | 6595-08.2023  | 08/24/23 | 11.86           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019908-64 | 19908-08.2023 | 08/24/23 | 3.24            | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006688-15 | 6688-08.2023  | 08/24/23 | 7.40            | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006655-15 | 6655-08.2023  | 08/24/23 | 7.50            | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019917-64 | 19917-08.2023 | 08/24/23 | 37.30           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006668-15 | 6668-08.2023  | 08/24/23 | 13.24           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006664-15 | 6664-08.2023  | 08/24/23 | 21.95           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019921-64 | 19921-08.2023 | 08/24/23 | 11.15           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019929-64 | 19929-08.2023 | 08/24/23 | 51.64           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019941-64 | 19941-08.2023 | 08/24/23 | 44.18           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019944-64 | 19944-08.2023 | 08/24/23 | 15.78           | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006639-15 | 6639-08.2023  | 08/24/23 | 1.67            | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019912-64 | 19912-08.2023 | 08/24/23 | 276.23          | 34189 |
| 601-00000-22200 | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019933-64 | 19933-08.2023 | 08/24/23 | 39.47           | 34189 |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN  
 EXP CHECK RUN DATES 08/09/2023 - 08/24/2023  
 JOURNALIZED  
 PAID - CHECK TYPE: PAPER CHECK  
 CHECK REGISTER - COUNCIL

| GL Number             | Invoice Date | Vendor                       | Invoice Desc.                      | Invoice       | Chk Date | Amount            | Check |
|-----------------------|--------------|------------------------------|------------------------------------|---------------|----------|-------------------|-------|
| Check 34189           |              |                              |                                    |               |          |                   |       |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019928-64 | 19928-08.2023 | 08/24/23 | 43.92             | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019945-64 | 19945-08.2023 | 08/24/23 | 38.49             | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006605-15 | 6605-08.2023  | 08/24/23 | 62.21             | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006640-15 | 6640-08.2023  | 08/24/23 | 4.56              | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019948-64 | 19948-08.2023 | 08/24/23 | 3.09              | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006470-71 | 6470-08.2023  | 08/24/23 | 56.41             | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006437-71 | 6437-08.2023  | 08/24/23 | 6.70              | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006604-15 | 6604-08.2023  | 08/24/23 | 101.52            | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20019973-64 | 19973-08.2023 | 08/24/23 | 33.49             | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006641-15 | 6641-08.2023  | 08/24/23 | 1.27              | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006413-71 | 6413-08.2023  | 08/24/23 | 11.79             | 34189 |
| 601-00000-22200       | 08/14/23     | LENNAR HOMES OF MN           | UB REFUND FOR ACCOUNT: 20006613-15 | 6613-08.2023  | 08/24/23 | 3.34              | 34189 |
| Total For Check 34189 |              |                              |                                    |               |          | <u>934.62</u>     |       |
| Check 34190           |              |                              |                                    |               |          |                   |       |
| 100-45100-50300       | 08/16/23     | LUCY PENNING                 | 2023 SUMMER SOCCER REFEREE         | 08242023      | 08/24/23 | 30.00             | 34190 |
| Total For Check 34190 |              |                              |                                    |               |          | <u>30.00</u>      |       |
| Check 34191           |              |                              |                                    |               |          |                   |       |
| 100-41600-50300       | 08/11/23     | MADDEN, GALANTER, HANSEN LLP | LABOR RELATIONS SERVICE FEES JULY  | 07312023      | 08/24/23 | 2,849.29          | 34191 |
| Total For Check 34191 |              |                              |                                    |               |          | <u>2,849.29</u>   |       |
| Check 34192           |              |                              |                                    |               |          |                   |       |
| 601-49400-50310       | 06/30/23     | CITY OF MAPLE GROVE          | WATER USAGE 3RD QUARTER 2023       | 21744         | 08/24/23 | 92,506.23         | 34192 |
| Total For Check 34192 |              |                              |                                    |               |          | <u>92,506.23</u>  |       |
| Check 34193           |              |                              |                                    |               |          |                   |       |
| 100-00000-21710       | 08/17/23     | MATTSON, KEVIN               | DEPENDENT CARE REIMBURSEMENT       | 08172023      | 08/24/23 | 1,750.00          | 34193 |
| Total For Check 34193 |              |                              |                                    |               |          | <u>1,750.00</u>   |       |
| Check 34194           |              |                              |                                    |               |          |                   |       |
| 100-43100-50381       | 08/01/23     | CITY OF MEDINA               | SHARED SIGNAL LIGHTS               | 00008028      | 08/24/23 | 525.00            | 34194 |
| Total For Check 34194 |              |                              |                                    |               |          | <u>525.00</u>     |       |
| Check 34195           |              |                              |                                    |               |          |                   |       |
| 100-45200-50210       | 08/02/23     | MENARDS MAPLE GROVE          | ADAPTER                            | 20617         | 08/24/23 | 2.38              | 34195 |
| Total For Check 34195 |              |                              |                                    |               |          | <u>2.38</u>       |       |
| Check 34196           |              |                              |                                    |               |          |                   |       |
| 602-49450-50312       | 08/02/23     | METROPOLITAN COUNCIL ENVIRO  | WASTE WATER SERVICES 09/2023       | 0001160602    | 08/24/23 | 17,081.40         | 34196 |
| Total For Check 34196 |              |                              |                                    |               |          | <u>17,081.40</u>  |       |
| Check 34197           |              |                              |                                    |               |          |                   |       |
| 602-00000-20800       | 08/01/23     | METROPOLITAN COUNCIL         | JULY 2023 SAC CHARGES              | 07312023      | 08/24/23 | 119,280.00        | 34197 |
| 602-00000-36200       | 08/01/23     | METROPOLITAN COUNCIL         | JULY 2023 SAC CHARGES              | 07312023      | 08/24/23 | (1,192.80)        | 34197 |
| Total For Check 34197 |              |                              |                                    |               |          | <u>118,087.20</u> |       |
| Check 34198           |              |                              |                                    |               |          |                   |       |
| 416-41900-50520       | 07/28/23     | MINNESOTA EXTERIORS COMMERC  | CITY HALL ROOF                     | JC10942       | 08/24/23 | 41,202.95         | 34198 |
| Total For Check 34198 |              |                              |                                    |               |          | <u>41,202.95</u>  |       |
| Check 34199           |              |                              |                                    |               |          |                   |       |
| 100-42100-50300       | 06/30/23     | MN OCCUPATIONAL HEALTH       | EMPLOYMENT PHYSICAL                | 431826        | 08/24/23 | 1,360.00          | 34199 |
| 100-43100-50300       | 07/31/23     | MN OCCUPATIONAL HEALTH       | EMPLOYMENT PHYSICAL                | 434792        | 08/24/23 | 659.00            | 34199 |



| GL Number       | Invoice Date | Vendor                       | Invoice Desc.                      | Invoice         | Chk Date | Amount                | Check      |
|-----------------|--------------|------------------------------|------------------------------------|-----------------|----------|-----------------------|------------|
| Check 34199     |              |                              |                                    |                 |          |                       |            |
|                 |              |                              |                                    |                 |          | Total For Check 34199 | 2,019.00   |
| Check 34200     |              |                              |                                    |                 |          |                       |            |
| 100-45100-50207 | 08/17/23     | MN RECREATION/PARK ASSOC     | 2023 MRPA ANNUAL CONFERENCE ENROLL | 08172023        | 08/24/23 | 415.00                | 34200      |
|                 |              |                              |                                    |                 |          | Total For Check 34200 | 415.00     |
| Check 34201     |              |                              |                                    |                 |          |                       |            |
| 100-42100-50210 | 08/09/23     | MOTOROLA SOLUTIONS INC       | CHARGER                            | 8281688057      | 08/24/23 | 937.50                | 34201      |
| 100-42100-50210 | 08/10/23     | MOTOROLA SOLUTIONS INC       | LIION BATTERY                      | 8281688629      | 08/24/23 | 426.00                | 34201      |
|                 |              |                              |                                    |                 |          | Total For Check 34201 | 1,363.50   |
| Check 34202     |              |                              |                                    |                 |          |                       |            |
| 100-43100-50210 | 08/11/23     | NAPA AUTO PARTS - Corcoran   | O RINGS                            | 488602          | 08/24/23 | 1.47                  | 34202      |
| 100-43100-50210 | 08/09/23     | NAPA AUTO PARTS - Corcoran   | TRICO FORCE BLADES                 | 488243          | 08/24/23 | 4.00                  | 34202      |
| 100-43100-50210 | 08/04/23     | NAPA AUTO PARTS - Corcoran   | TRICO FORCE BLADE                  | 4887308         | 08/24/23 | 31.98                 | 34202      |
| 100-43100-50220 | 08/15/23     | NAPA AUTO PARTS - Corcoran   | SOLENOID                           | 489206          | 08/24/23 | 36.49                 | 34202      |
|                 |              |                              |                                    |                 |          | Total For Check 34202 | 73.94      |
| Check 34203     |              |                              |                                    |                 |          |                       |            |
| 100-41500-50300 | 08/07/23     | NORTHLAND SECURITIES, INC.   | 2023 FINANCIAL MANAGEMENT PLAN     | 7044            | 08/24/23 | 3,150.00              | 34203      |
|                 |              |                              |                                    |                 |          | Total For Check 34203 | 3,150.00   |
| Check 34204     |              |                              |                                    |                 |          |                       |            |
| 100-43100-50225 | 07/31/23     | NORTHWEST LASERS & INSTRUMEN | BATTERY PAK                        | 20445           | 08/24/23 | 140.00                | 34204      |
|                 |              |                              |                                    |                 |          | Total For Check 34204 | 140.00     |
| Check 34205     |              |                              |                                    |                 |          |                       |            |
| 100-43100-50220 | 08/03/23     | NUSS TRUCK & EQUIPMENT       | PARTS                              | PS0028171-1     | 08/24/23 | 259.78                | 34205      |
|                 |              |                              |                                    |                 |          | Total For Check 34205 | 259.78     |
| Check 34206     |              |                              |                                    |                 |          |                       |            |
| 100-45200-50221 | 07/25/23     | NUTRIEN AG SOLUTIONS, INC.   | SUPPLIES                           | 52172675        | 08/24/23 | 1,767.25              | 34206      |
|                 |              |                              |                                    |                 |          | Total For Check 34206 | 1,767.25   |
| Check 34207     |              |                              |                                    |                 |          |                       |            |
| 100-41900-50200 | 07/26/23     | ODP BUSINESS SOLUTIONS, LLC  | CITY HALL OFFICE SUPPLIES          | 324329748001    | 08/24/23 | 36.32                 | 34207      |
| 100-41910-50210 | 07/27/23     | ODP BUSINESS SOLUTIONS, LLC  | PLANNING COMMISSIONER NAME SIGN    | 324331838001    | 08/24/23 | 14.99                 | 34207      |
|                 |              |                              |                                    |                 |          | Total For Check 34207 | 51.31      |
| Check 34208     |              |                              |                                    |                 |          |                       |            |
| 100-00000-34700 | 08/15/23     | RAVIKUMAR P KHAMAR           | PARK RENTAL REFUND                 | 08152023        | 08/24/23 | 39.60                 | 34208      |
|                 |              |                              |                                    |                 |          | Total For Check 34208 | 39.60      |
| Check 34209     |              |                              |                                    |                 |          |                       |            |
| 100-41900-50380 | 07/31/23     | REPUBLIC SERVICES            | CITY HALL GARBAGE JULY 2023        | 0894-006323607  | 08/24/23 | 315.24                | 34209      |
| 100-43100-50380 | 07/31/23     | REPUBLIC SERVICES            | PUBLIC WORKS GARBAGE JULY 2023     | 0894-006324461  | 08/24/23 | 97.30                 | 34209      |
| 100-43201-50300 | 07/31/23     | REPUBLIC SERVICES            | CITY RECYCLING JULY 2023           | 0894-006321001  | 08/24/23 | 872.09                | 34209      |
| 100-45200-50380 | 07/31/23     | REPUBLIC SERVICES            | WILDFLOWER PARK GARBAGE JULY 2023  | 0894-006325646  | 08/24/23 | 68.09                 | 34209      |
| 100-45200-50380 | 07/31/23     | REPUBLIC SERVICES            | CITY PARK GARBAGE JULY 2023        | 0894-006324449  | 08/24/23 | 136.21                | 34209      |
|                 |              |                              |                                    |                 |          | Total For Check 34209 | 1,488.93   |
| Check 34210     |              |                              |                                    |                 |          |                       |            |
| 601-00000-16500 | 08/07/23     | RICE LAKE CONSTRUCTION GROUP | NE WATER SUPPLY - WATER TREATMENT  | 227704426 PAY 3 | 08/24/23 | 544,500.00            | 34210      |
| 601-00000-20610 | 08/07/23     | RICE LAKE CONSTRUCTION GROUP | NE WATER SUPPLY - WATER TREATMENT  | 227704426 PAY 3 | 08/24/23 | (27,225.00)           | 34210      |
|                 |              |                              |                                    |                 |          | Total For Check 34210 | 517,275.00 |

| GL Number             | Invoice Date | Vendor                     | Invoice Desc.                      | Invoice       | Chk Date | Amount           | Check |
|-----------------------|--------------|----------------------------|------------------------------------|---------------|----------|------------------|-------|
| Check 34211           |              |                            |                                    |               |          |                  |       |
| 100-43100-50220       | 08/09/23     | RIGID HITCH                | SWIVEL HITCH                       | 1928805444    | 08/24/23 | 37.55            | 34211 |
| 100-43100-50220       | 08/09/23     | RIGID HITCH                | HITCH WITH CONNECTING SUPPLIES     | 1928805443    | 08/24/23 | 449.93           | 34211 |
|                       |              |                            |                                    |               |          | <u>487.48</u>    |       |
| Total For Check 34211 |              |                            |                                    |               |          |                  |       |
| Check 34212           |              |                            |                                    |               |          |                  |       |
| 100-45100-50300       | 08/16/23     | RILEY FREED                | 2023 SUMMER SOCCER REFEREE         | 08242023      | 08/24/23 | 30.00            | 34212 |
|                       |              |                            |                                    |               |          | <u>30.00</u>     |       |
| Total For Check 34212 |              |                            |                                    |               |          |                  |       |
| Check 34213           |              |                            |                                    |               |          |                  |       |
| 100-00000-22206       | 07/31/23     | RJP CONSTRUCTION           | BLD22-0010 21400 LARKIN ROAD       | BLD23-0002    | 08/24/23 | 1,000.00         | 34213 |
|                       |              |                            |                                    |               |          | <u>1,000.00</u>  |       |
| Total For Check 34213 |              |                            |                                    |               |          |                  |       |
| Check 34214           |              |                            |                                    |               |          |                  |       |
| 416-00000-39101       | 06/09/23     | RTL EQUIPMENT              | BOBCAT WIDE TRACK B4SB34864        | 14332         | 08/24/23 | (52,693.32)      | 34214 |
| 416-45200-50580       | 06/09/23     | RTL EQUIPMENT              | BOBCAT WIDE TRACK B4SB34864        | 14332         | 08/24/23 | 66,745.32        | 34214 |
|                       |              |                            |                                    |               |          | <u>14,052.00</u> |       |
| Total For Check 34214 |              |                            |                                    |               |          |                  |       |
| Check 34216           |              |                            |                                    |               |          |                  |       |
| 100-45200-50210       | 07/18/23     | TRACTOR SUPPLY CREDIT PLAN | ANVIL STEEL HANDLE                 | 609992        | 08/24/23 | 21.49            | 34216 |
|                       |              |                            |                                    |               |          | <u>21.49</u>     |       |
| Total For Check 34216 |              |                            |                                    |               |          |                  |       |
| Check 34217           |              |                            |                                    |               |          |                  |       |
| 100-41500-50207       | 08/03/23     | CREDIT CARD PURCHASES      | MNGFOA - 2023 ANNUAL MNGFOA CONFER | 16277         | 08/24/23 | 250.00           | 34217 |
| 100-41500-50207       | 08/03/23     | CREDIT CARD PURCHASES      | ARROWWOOD - MNGFOA CONFERENCE LODG | 16552B3144230 | 08/24/23 | 248.58           | 34217 |
| 100-41900-50210       | 08/15/23     | CREDIT CARD PURCHASES      | RIVER CITY EXTREME - EMPLOYEE RECO | 09082023      | 08/24/23 | 337.55           | 34217 |
| 100-42100-50200       | 08/07/23     | MENARDS MAPLE GROVE        | LOCKS                              | 2314          | 08/24/23 | 41.04            | 34217 |
| 100-42100-50207       | 08/09/23     | BCA TRAINING               | BCA TRAINING REFUND - ANDRESS      | 070296        | 08/24/23 | (750.00)         | 34217 |
| 100-42100-50300       | 08/09/23     | FLEETIO                    | SHIFT SCHEDULING 08/09/23-09/09/23 | 634200        | 08/24/23 | 60.00            | 34217 |
| 100-43100-50207       | 08/07/23     | CREDIT CARD PURCHASES      | CUB FOOD - TRAINING BREAKFAST      | 076090        | 08/24/23 | 61.47            | 34217 |
| 100-45200-50221       | 08/03/23     | CREDIT CARD PURCHASES      | HARBOR FREIGHT - TIRE STEEL HUB    | 075325        | 08/24/23 | 69.92            | 34217 |
| 202-42100-50210       | 07/27/23     | CREDIT CARD PURCHASES      | TARGET - NIGHT TO UNITE SUPPLIES   | 07272023      | 08/24/23 | 8.64             | 34217 |
| 202-42100-50210       | 07/27/23     | CREDIT CARD PURCHASES      | SAM'S CLUB - NIGHT TO UNITE CANDY  | 06254         | 08/24/23 | 50.47            | 34217 |
| 202-42100-50210       | 07/31/23     | CREDIT CARD PURCHASES      | SAM'S CLUB - NIGHT TO UNITE COOKIE | 1860          | 08/24/23 | 455.64           | 34217 |
| 202-42100-50210       | 07/27/23     | CREDIT CARD PURCHASES      | MICHAELS - NIGHT TO UNITE SUPPLIES | 2856          | 08/24/23 | 44.26            | 34217 |
| 202-42100-50210       | 08/12/23     | CREDIT CARD PURCHASES      | COUNTRY DAZE ICE                   | 99000770257   | 08/24/23 | 23.96            | 34217 |
| 202-42100-50210       | 08/01/23     | CREDIT CARD PURCHASES      | ROGERS TRUE VALUE - NIGHT TO UNITE | 593           | 08/24/23 | 8.08             | 34217 |
| 202-42100-50210       | 08/01/23     | CREDIT CARD PURCHASES      | A-Z RESTAURANT EQUIP - NIGHT TO UN | 121812        | 08/24/23 | 248.79           | 34217 |
| 202-42100-50210       | 08/07/23     | CREDIT CARD PURCHASES      | WALMART - COUNTRY DAZE FREEZE POPS | 5361          | 08/24/23 | 50.66            | 34217 |
| 202-42100-50210       | 08/01/23     | CREDIT CARD PURCHASES      | WALMART - NIGHT TO UNITE FOOD AND  | 2000110       | 08/24/23 | 272.52           | 34217 |
| 202-42100-50210       | 08/01/23     | CREDIT CARD PURCHASES      | TOM THUMB - NIGHT TO UNITE SALT AN | 5035          | 08/24/23 | 16.35            | 34217 |
| 202-42100-50210       | 08/01/23     | CREDIT CARD PURCHASES      | WALMART - NIGHT TO UNITE SUPPLIES  | 009036        | 08/24/23 | 2.84             | 34217 |
| 202-42100-50210       | 08/01/23     | CREDIT CARD PURCHASES      | MICHAEL - NIGHT TO UNITE HAND STAM | 046673        | 08/24/23 | 19.31            | 34217 |
| 202-42100-50210       | 08/01/23     | CREDIT CARD PURCHASES      | HOMETOWNE PIZZA - NIGHT TO UNITE E | 213717245005  | 08/24/23 | 233.43           | 34217 |
|                       |              |                            |                                    |               |          | <u>1,753.51</u>  |       |
| Total For Check 34217 |              |                            |                                    |               |          |                  |       |
| Check 34218           |              |                            |                                    |               |          |                  |       |
| 100-41900-50321       | 07/26/23     | VERIZON WIRELESS           | PD/CH CELL PHONE 06/27/23-07/26/23 | 9940571819    | 08/24/23 | 210.33           | 34218 |
| 100-42100-50321       | 07/26/23     | VERIZON WIRELESS           | PD/CH CELL PHONE 06/27/23-07/26/23 | 9940571819    | 08/24/23 | 516.20           | 34218 |
| 100-42100-50323       | 07/26/23     | VERIZON WIRELESS           | PD/CH CELL PHONE 06/27/23-07/26/23 | 9940571819    | 08/24/23 | 479.88           | 34218 |
|                       |              |                            |                                    |               |          | <u>1,206.41</u>  |       |
| Total For Check 34218 |              |                            |                                    |               |          |                  |       |
| Check 34219           |              |                            |                                    |               |          |                  |       |
| 601-49400-50300       | 08/15/23     | WATER LABORATORIES, INC.   | COLIFORM TEST                      | 81848         | 08/24/23 | 36.00            | 34219 |
|                       |              |                            |                                    |               |          | <u>36.00</u>     |       |
| Total For Check 34219 |              |                            |                                    |               |          |                  |       |

| GL Number           | Invoice Date | Vendor                       | Invoice Desc.                  | Invoice     | Chk Date | Amount          | Check |
|---------------------|--------------|------------------------------|--------------------------------|-------------|----------|-----------------|-------|
| Check 34220         |              |                              |                                |             |          |                 |       |
| 100-43100-50220     | 08/02/23     | WESTSIDE WHOLESALE TIRE      | GRADER TIRE MOUNT              | 930012      | 08/24/23 | 374.20          | 34220 |
|                     |              |                              | Total For Check 34220          |             |          | <u>374.20</u>   |       |
| Check 34221         |              |                              |                                |             |          |                 |       |
| 100-00000-22205     | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 114.42          | 34221 |
| 100-00000-22205-007 | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 163.12          | 34221 |
| 100-00000-22205-056 | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 465.22          | 34221 |
| 100-00000-22205-065 | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 1,085.17        | 34221 |
| 100-00000-22205-087 | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 467.48          | 34221 |
| 100-00000-22205-098 | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 265.22          | 34221 |
| 100-41900-50381     | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 1,874.80        | 34221 |
| 100-42151-50381     | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 59.83           | 34221 |
| 100-43100-50381     | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 198.31          | 34221 |
| 100-45200-50381     | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 95.52           | 34221 |
| 601-49400-50380     | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 71.82           | 34221 |
| 602-49450-50380     | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 242.68          | 34221 |
| 604-43160-50381     | 08/10/23     | WRIGHT-HENNEPIN COOP ELECT   | UTILITY SERVICES               | 35030682724 | 08/24/23 | 99.34           | 34221 |
|                     |              |                              | Total For Check 34221          |             |          | <u>5,202.93</u> |       |
| Check 34222         |              |                              |                                |             |          |                 |       |
| 601-49400-50381     | 08/01/23     | XCEL ENERGY                  | 9820 CO RD 101 WATER METER     | 838858446   | 08/24/23 | 20.71           | 34222 |
|                     |              |                              | Total For Check 34222          |             |          | <u>20.71</u>    |       |
| Check 34223         |              |                              |                                |             |          |                 |       |
| 100-00000-22205-087 | 08/03/23     | XCEL ENERGY                  | BELLWETHER - STREET LIGHTS     | 839179928   | 08/24/23 | 368.98          | 34223 |
|                     |              |                              | Total For Check 34223          |             |          | <u>368.98</u>   |       |
| Check 34224         |              |                              |                                |             |          |                 |       |
| 100-43100-50381     | 08/07/23     | XCEL ENERGY                  | 9700 CTY RD 19 STREET LIGHT    | 839639469   | 08/24/23 | 26.72           | 34224 |
|                     |              |                              | Total For Check 34224          |             |          | <u>26.72</u>    |       |
| Check 34225         |              |                              |                                |             |          |                 |       |
| 100-43100-50210     | 08/10/23     | ZEP SALES & SERVICE          | PUBLIC WORKS CLEANING SUPPLIES | 9008858425  | 08/24/23 | 283.68          | 34225 |
|                     |              |                              | Total For Check 34225          |             |          | <u>283.68</u>   |       |
| Check 34226         |              |                              |                                |             |          |                 |       |
| 100-42100-50417     | 08/10/23     | STREICHER'S POLICE EQUIPMENT | SHIRT INVOICE CORRECTION       | CM296933    | 08/24/23 | (139.98)        | 34226 |
| 100-42100-50417     | 08/10/23     | STREICHER'S POLICE EQUIPMENT | NEW HIRE UNIFORM - BOHLSSEN    | I1649307C   | 08/24/23 | 487.90          | 34226 |
|                     |              |                              | Total For Check 34226          |             |          | <u>347.92</u>   |       |

| GL Number    | Invoice Date | Vendor | Invoice Desc.                    | Invoice | Chk Date | Amount     | Check      |
|--------------|--------------|--------|----------------------------------|---------|----------|------------|------------|
| Fund Totals: |              |        |                                  |         |          |            |            |
|              |              |        | Fund 100 GENERAL FUND            |         |          | 54,462.88  |            |
|              |              |        | Fund 202 CITY COMMUNITY EVENTS   |         |          | 1,532.09   |            |
|              |              |        | Fund 416 CAPITAL-EQUIPMENT CERTS |         |          | 55,254.95  |            |
|              |              |        | Fund 601 WATER                   |         |          | 613,179.58 |            |
|              |              |        | Fund 602 SEWER                   |         |          | 135,411.28 |            |
|              |              |        | Fund 604 STREET LIGHT            |         |          | 99.34      |            |
|              |              |        | Total For All Funds:             |         |          | <hr/>      | 859,940.12 |

# STAFF REPORT

# Agenda Item 7c.

|                                                                                          |                                              |
|------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>City Council Meeting:</b><br>August 24, 2023                                          | <b>Prepared By:</b><br>Natalie Davis McKeown |
| <b>Topic:</b><br>Bennett Garage CUP<br>(PID 05-119-23-34-0019)<br>(City File No. 23-014) | <b>Action Required:</b><br>Approval          |

## 1. Application Request

Lee Bennett, the applicant, requests approval of a conditional use permit (CUP) for a garage with a sidewall height of greater than 10' located in the front/side yard for his property at 10208 Hage Drive.

## 2. Planning Commission Review

The Planning Commission held a public hearing on this item at their August 3, 2023, meeting. No public comments were received. The Planning Commission unanimously (4-0; Commissioner Van Den Einde absent) recommended approval of the application and the resolution as drafted.

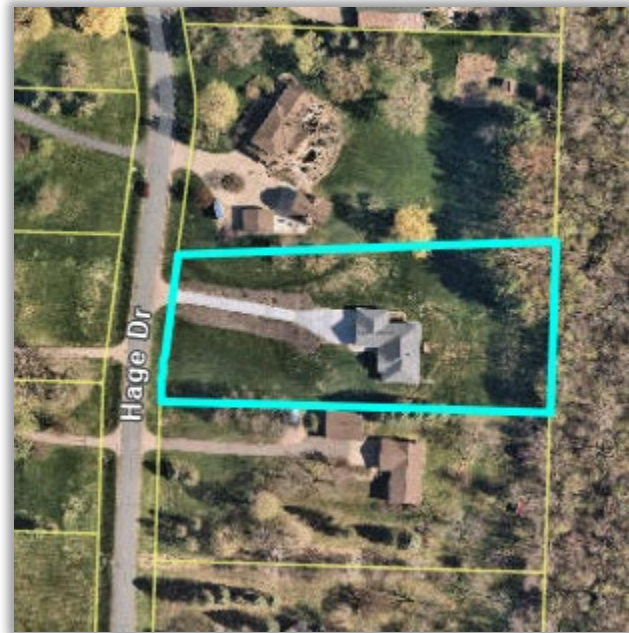


Figure 1 Site Location

## 3. Context

### *Zoning and Land Use*

The proposed property is guided for Rural/Ag Residential and zoned Rural Residential (RR). The property has an existing single-family home with an attached garage. Most of the property appears to be within the Shoreland Overlay District for Rush Creek. The property is outside of the Metropolitan Urban Service Area (MUSA).

### *Surrounding Properties*

All surrounding properties are guided for Rural/Ag Residential, within the RR district, and outside of the MUSA. Some properties to the north, east, and south appear to be within the Shoreland Overlay District.

### *Natural Characteristics of the Site*

The 2040 Comprehensive Plan's Natural Resource Inventory Areas map does not appear to identify natural communities within the property, but a creek and floodplain forest are identified to the east of the subject property. According to the Hennepin County Natural Resources Map, the northeast corner of the property contains a small portion of a seasonally flooded basin or flat that is part of the larger wetland complex consisting of the creek to the east. It was determined the proposed location of the structure will not affect this larger complex. A portion of Rush Creek is located within the adjacent property to the east, and the Shoreland Overlay District extends 300' from the Ordinary High-Water Level (OHWL) of Rush Creek. Per the City's Zoning Map, a majority of the subject property is within the Shoreland Overlay.



Figure 2 Hennepin County Natural Resources Map

#### 4. Analysis

Planning staff coordinated review of the request for consistency with the Comprehensive Plan, Zoning Ordinance, City Code requirements, and City policies. The City Engineer's comments are incorporated into this staff report. The detailed comments are included in the attached Engineering Memo, and the approval conditions require compliance with the Memo.

The City's discretion in approving or denying a CUP is limited to whether the proposed request meets the standards outlined in the City Code. If it meets these standards, the City must approve the CUP.

##### I. Accessory Structure CUP

The applicant proposes to construct a detached garage of 1,040 square feet within their front/side yard on a 1.53-acre parcel.

### Location and Setbacks

The structure is proposed to be placed in the front/side yard which is allowed. The garage meets the 10' minimum separation from the residence. The structure is closest to the side property line to the north where a 20' setback is required. The proposed placement meets this requirement and far exceeds the front and rear setbacks (50' and 15' respectively).

The proposed structure is placed within the Shoreland Overlay District. An unsewered property requires accessory structures to be placed at least 100' from the Ordinary High-Water Level (OHWL) of the tributary river or stream. Since the structure is nearly 200' away from the property line and the OHWL is located on the adjacent property to the east, this standard is satisfied.

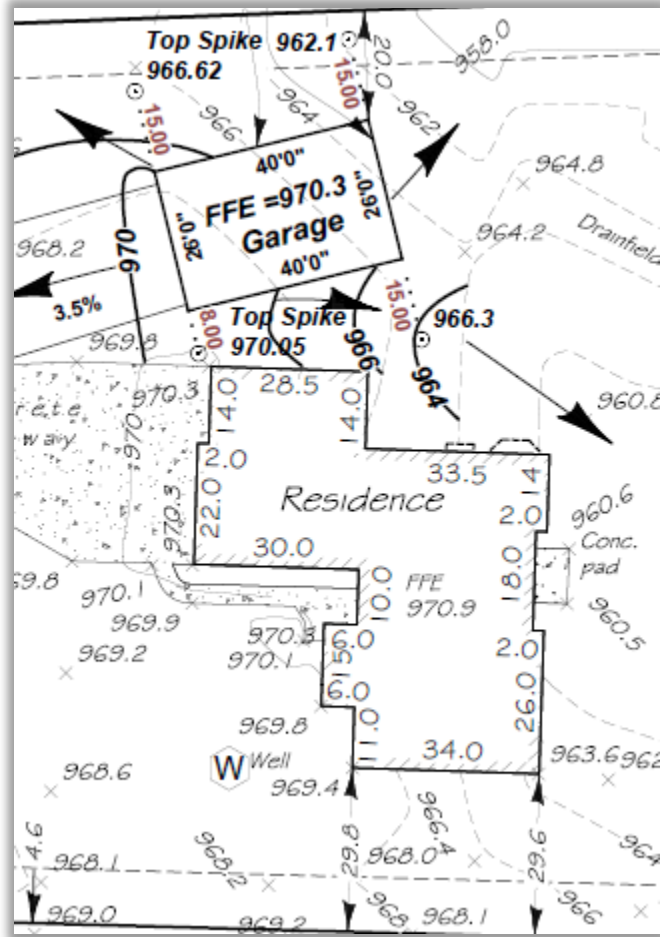


Figure 3 Site Plan

### Size

Section 1030.020 of the Zoning Ordinance allows an accessory building footprint of 1,375 square feet for a 1.53-acre lot. There are no other detached structures on the property. There is an existing attached garage of roughly 1,059 square feet. The first 1,000 square feet of attached accessory structure space does not count towards the footprint limit. However, the amount in excess of 1,000 square feet (59 square feet) does count towards the limit. Altogether, the applicant proposes 1,099 square feet of accessory structure space subject to the footprint limit. This complies with the standard. Should the applicant need to expand his accessory structure space in the future, he can expand by another 276 square feet as well as one additional detached structure can be added if it does not exceed 200 square feet (as this is a specific exemption from the footprint limit).

Additionally, the impervious surface coverage of the lot area within the Shoreland Overlay District must not exceed 25% of the lot area. Based on staff's best estimate, the

plan appears to comply with this standard with roughly 8,200 square feet of impervious surface coverage where an estimated 11,900 square feet is allowed.

### *Building Height*

The building is located in the front/side yard and is limited to a maximum sidewall height of 10'. To accommodate the garage door necessary to fit the applicant's RV and groundskeeping equipment, the applicant requests a sidewall height of 12'. This can be granted through a CUP. The building does not exceed the 35' height limit for the RR district, and the building does not exceed the 25' height limit for the Shoreland Overlay district.

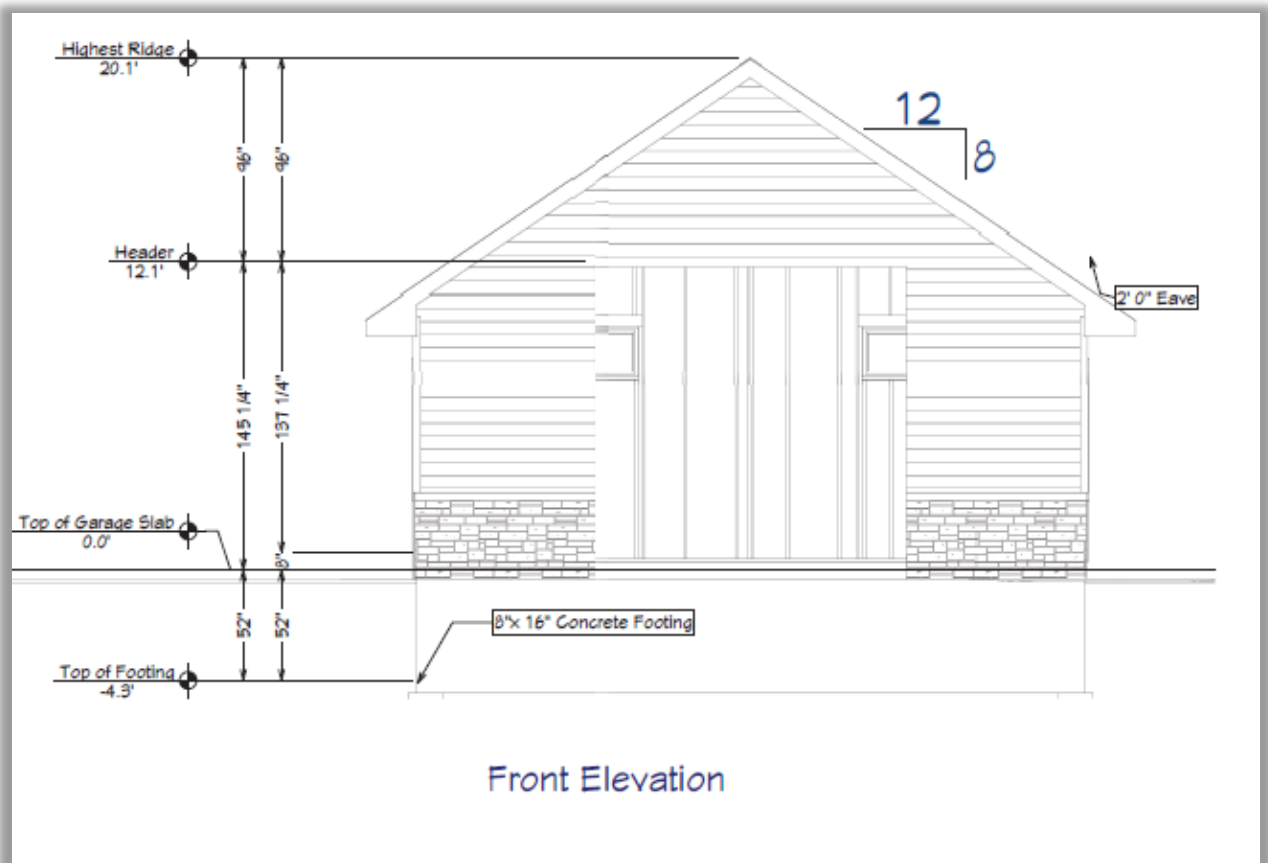


Figure 4 Front Elevation

### *Architectural Standards*

The plans show a typical detached garage with the use of stone veneer wainscot and lap siding on the front elevation in addition to an architecturally styled garage door with windows. This provides architectural interest on the most visible façade. The other elevations incorporate windows with a door located on the east (noted as "right") elevation.



The building plans confirm the use of lap siding and timberline shingles (AKA architectural shingles that utilize asphalt and granules). The plans also note the siding, shingles, and soffit/fascia are intended to match the house. This complies with the material standards for accessory structures.

The Zoning Ordinance requires eaves (i.e., the underside or soffits on the side) of at least 12" and overhangs (i.e., the edge extending over the front and rear elevations) of at least 18" for buildings with a sidewall height of 12'. The plans show eaves of 24" which exceed the minimum requirement. However, the overhangs are only 12". A condition of approval is for the plans to be revised for the overhangs to meet the 18" minimum.

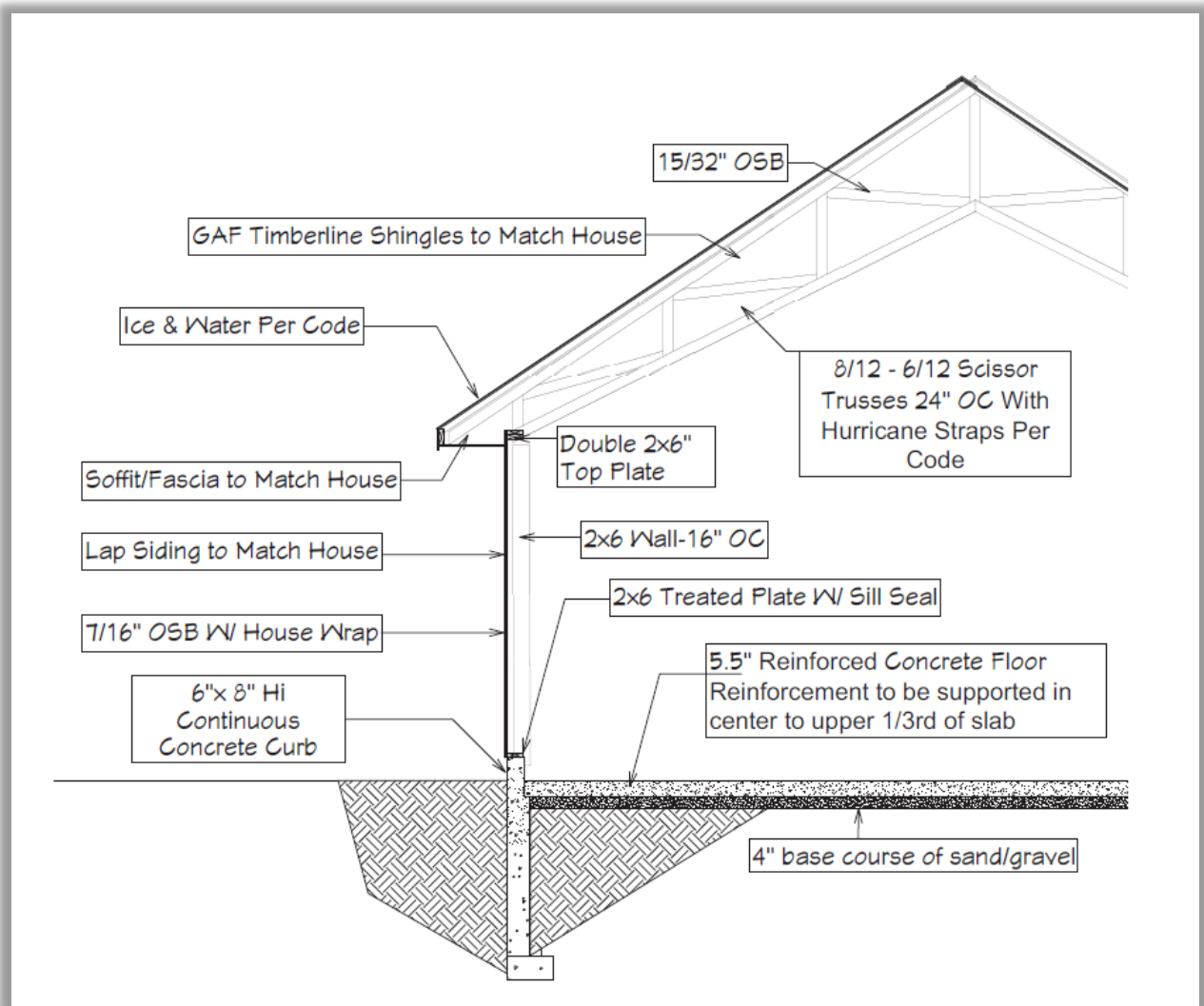


Figure 5 Cross Section

### Grading and Drainage

The Engineering Memo notes that the grading plan is required to show a swale along the north property line to convey increased volume of drainage created by the garage. Revised plans were received by the applicant on August 2, 2023, and Engineering confirmed the requirements of their Memo are satisfied.

Accessory structures within the Shoreland Overlay must be at least 2 feet above the regional flood elevation. The flood elevation, per the FEMA Flood Map Service Center, appears to be 951 feet. The proposed finished floor elevation (FFE) for the structure is 970.3 and far exceeds this requirement.

### *Conditional Use Permit Standards*

The applicant requests a CUP to exceed the maximum sidewall height as allowed by Section 1030.020, Subd. 5(D). This provision in City Code allows any building to exceed the allowable building height with a CUP. In order to grant a CUP, the following standards must be met:

1. *The proposed use shall be in conformance with all City regulations.*

The proposed use is in conformance with the City regulations. The proposed improvements meet setbacks, the accessory structure footprint, architectural requirements, and the requirements of the Shoreland Overlay. The taller building sidewall is required to accommodate storage of the applicant's personal vehicles and equipment. A condition of approval included in the resolution is that the structure cannot be used for commercial uses without a separate approval for a home occupation.

2. *A certificate of survey shall be required that identifies all existing structures on site, including buildings, septic sites, and wells. In addition, the survey shall include the proposed structure, flood plain, wetlands, and any recorded easements.*

The applicant submitted a certificate of survey and site plan that show the required features.

3. *Applicable criteria as outlined in Section 1070.020 (Conditional Use Permits) of the Corcoran Zoning Ordinance.*

Staff finds that the taller building height would comply with the standards as follows:

- a. *Compliance with and effect upon the Comprehensive Plan, including public facilities and capital improvement plans.*

The proposed taller building has no impact on the Comprehensive Plan.

- 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 CUP for the taller building would not be detrimental to or endanger the public health, safety, morals, or comfort of the surrounding neighborhood. The building would be below the 35' maximum building height allowed for principal buildings in the RR district and is below the 25' maximum height allowed in the Shoreland Overlay. The building would meet or exceed all setback requirements for the RR and Shoreland Overlay districts.

- 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.*

Staff does not find reason to believe the CUP for the taller building would be injurious to the use and enjoyment of the surrounding properties for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The proposed building is below the maximum building height and meets or exceeds all required setbacks. The structure may go as far to improve enjoyment of nearby properties and protect property values by providing interior storage for the applicant's RV and personal equipment.

- 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.*

The surrounding properties are used for a mix of residential and agricultural uses. The proposed building does not preclude improvement or further development of the surrounding properties.

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

Adequate public facilities are available to accommodate the proposed use. The taller building will not impact the demand for services.

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

The proposed structure complies with the district regulations for the RR and Shoreland Overlay

- g. The conditional use and site conform to performance standards as specified by this Chapter.*

With the proposed conditions of approval, the structure will comply with the performance standards for accessory structures.

4. *The building materials standards required by this Section have been met.*

As noted previously, the applicant proposes to use lap siding and timberline shingles. These materials comply with the building materials allowed for accessory structures on properties less than 2 acres.

5. *The proposed building will be compatible with surrounding land uses.*

The proposed use is compatible with the surrounding land uses.

## **5. Recommendation**

Staff recommends approval of Resolution 2023-68 approving the CUP for a detached garage exceeding a sidewall height of 10' in the front/side yard.

### **Attachments:**

1. Resolution 2023-68 Approving the CUP for the Detached Structure.
2. Applicant Narrative.
3. Site Plan revised 7/31/2023.
4. Building Plans.
5. Engineering Memo.

**RESOLUTION NO. 2023-68**

**Motion By:**  
**Seconded By:**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A DETACHED STRUCTURE FOR LEE BENNETT AT 10208 HAGE DRIVE (PID 05-119-23-34-0019) (CITY FILE 23-014)**

**WHEREAS**, Lee Bennett, the applicant and landowner, requests approval of a conditional use permit to allow an accessory building with a sidewall height of 12’ at property legally described as follows:

*See Attachment A*

**WHEREAS**, the Planning Commission reviewed the conditional use permit request at a duly called Public Hearing and recommends approval, and;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA**, that it should and hereby does approve the request, subject to the following findings and conditions:

1. A conditional permit is approved, in accordance with the application received by the City on June 4, 2023, and additional information received on June 27, 2023, June 28, 2023, and August 2, 2023.
2. The applicant shall comply with all conditions of the City Engineer’s memo dated July 13, 2023.
3. A conditional use permit is approved to allow a 1,040 sq. ft. accessory building with sidewalls taller than 10 feet in the front/side yard, based on the finding that that conditional use permit standards in section 1070.020 have been satisfied.
4. The structure cannot be used for commercial purposes unless the applicant applies for City approval of a home occupation and such approval is granted.
5. Prior to issuance of a building permit, the following must be submitted for review and approval by the City:
  - a. The applicant must revise the building plans to reflect overhangs of at least 18”.
  - b. The applicant/landowner must record the approving resolution at Hennepin County and provide proof of recording to the City.

**RESOLUTION NO. 2023-68**

**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 24<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Tom McKee - Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Friedrich – City Clerk

*City Seal*

**RESOLUTION NO. 2023-68**

**ATTACHEMENT A**

Lot 2, Block 1, Acre Lake 3<sup>rd</sup> Addition, Hennepin County, Minnesota

**Please attach a brief description of your project/reason for your request.**

The property owner requests permission to construct a 26' x 40' detached garage with 12' sidewalls. The 12' sidewalls exceed the 10' limit for structures located on a side yard. The garage will be used to house an RV and groundskeeping equipment.



# Surveyors Certificate

## Garage Construction Staking Survey For:

LEE BENNETT

Property located in Section  
5, Township 119, Range 23,  
Hennepin County, Minnesota

- Denotes Found Iron Monument
- Denotes Iron Monument
- Denotes Wood Hub Set for excavation only
- Denotes Existing Contours
- - - Denotes Proposed Contours
- x000.0 Denotes Existing Elevation
- 000.0 Denotes Proposed Elevation
- ↖ Denotes Surface Drainage

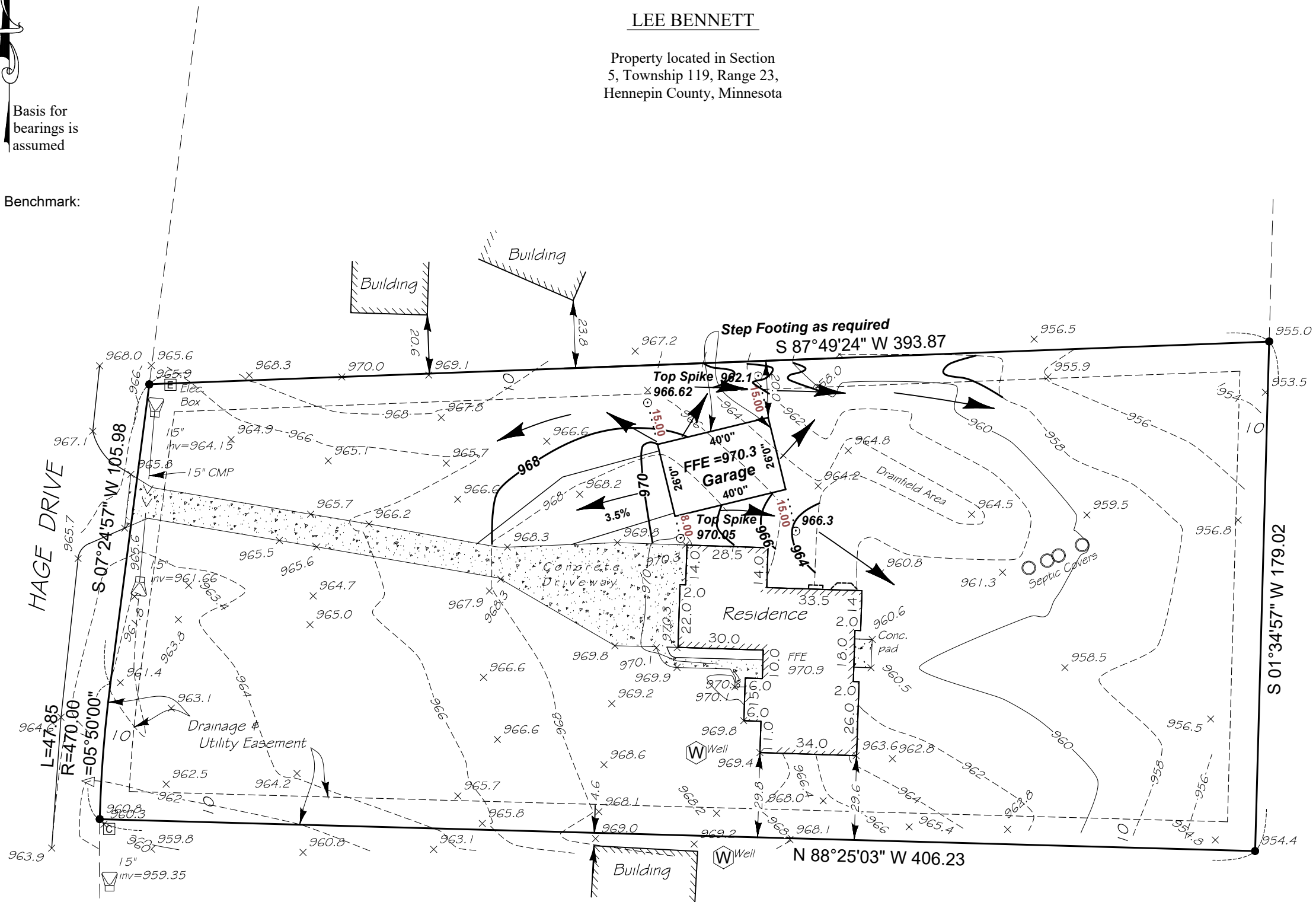
NOTE: Proposed grades are subject to results of soil tests. Proposed building information must be checked with approved building plan and development or grading plan before excavation and construction. Proposed grades shown on this survey are interpolations of proposed contours from the drainage, grading and/or development plans.

NOTE: The relationship between proposed floor elevations to be verified by builder.

NOTE: The only easements shown are from plats of record or information provided by client.

Basis for bearings is assumed

Benchmark:



970.3 Proposed Garage Floor

Type of Building  
SLAB ON GRADE

Legal Description

Lot 2, Block 1, ACRE LAKE 3RD  
ADDITION  
Hennepin County, Minnesota

**DEMARC**  
LAND SURVEYING & ENGINEERING  
7601 73rd Avenue North (763) 560-3093  
Minneapolis, Minnesota 55428 DemarcInc.com

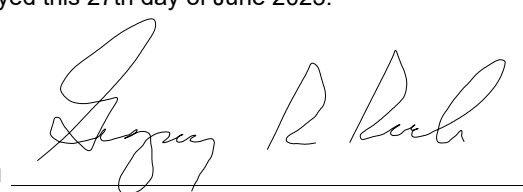
Project No. 88678C Scale: 1" = 40'

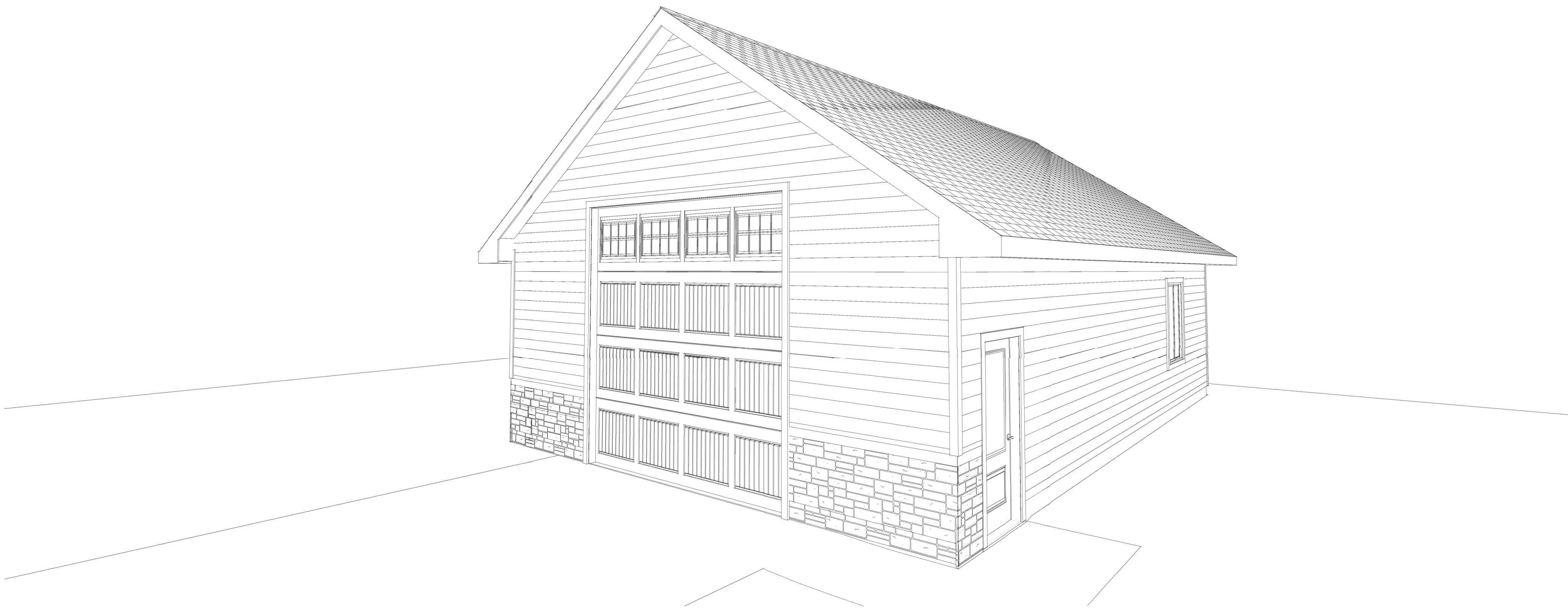
F.B.No. - Drawn By BJ

Address: 10208 Hage Drive  
Rogers, MN

rev 07-31-23 Proposed Contours

I 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.  
Surveyed this 27th day of June 2023.

Signed   
Gregory R. Prasch, Minn. Reg. No. 24992



DRAWINGS PROVIDED FOR:

Lee & Darlene Bennett  
10208 Hage Dr, Rogers

Date Drawn:  
03/12/2023

Revised:  
03/24/2023  
04/24/2023

SCALE:

SHEET:

A-1



# FLOOR PLAN

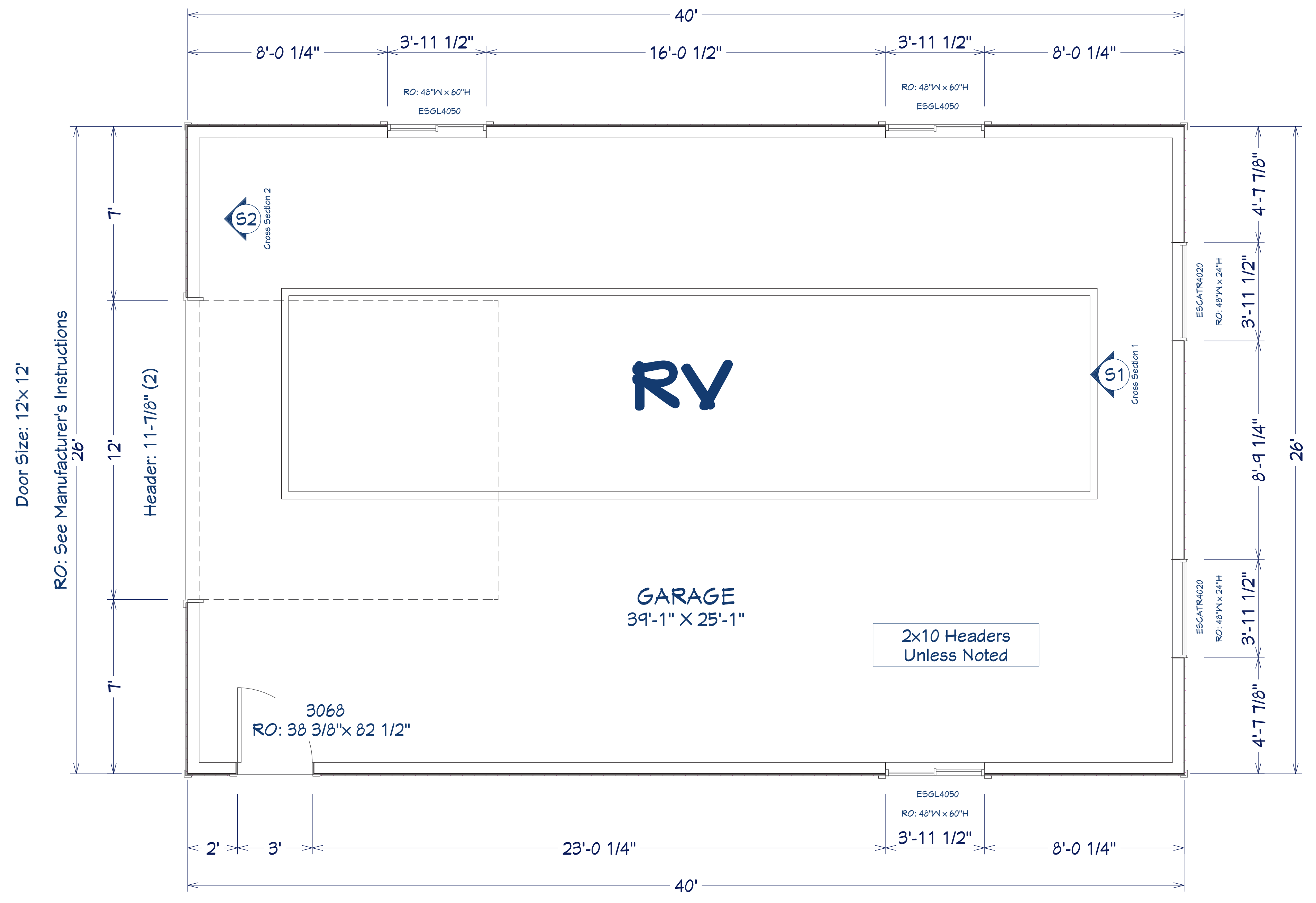
DRAWINGS PROVIDED FOR:  
**Lee & Darlene Bennett**  
10208 Hage Dr, Rogers

Date Drawn:  
03/12/2023

Revised:  
03/24/2023  
04/24/2023

SCALE:  
3/8"=1'0"

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**A-2**



# FOUNDATION

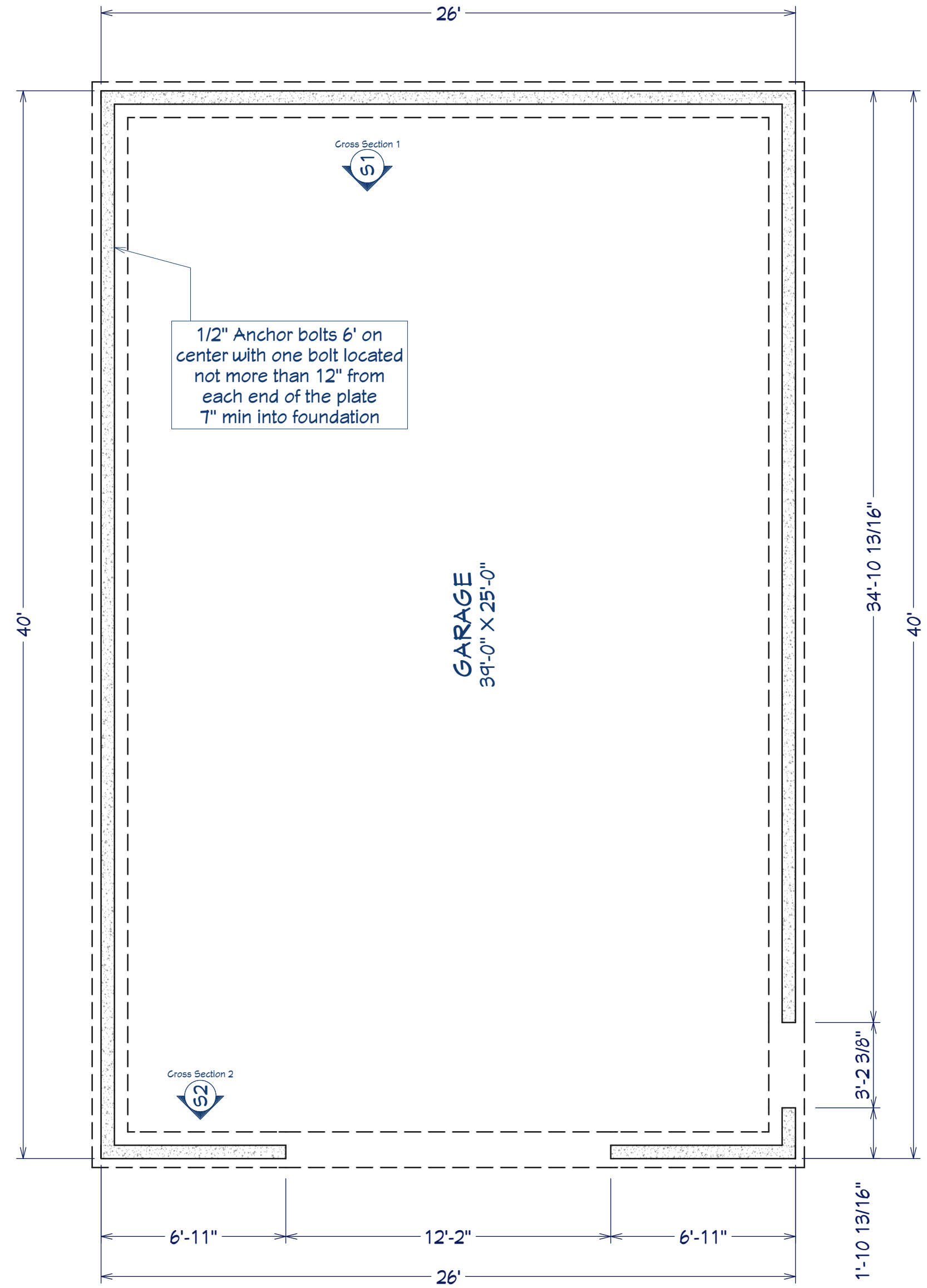
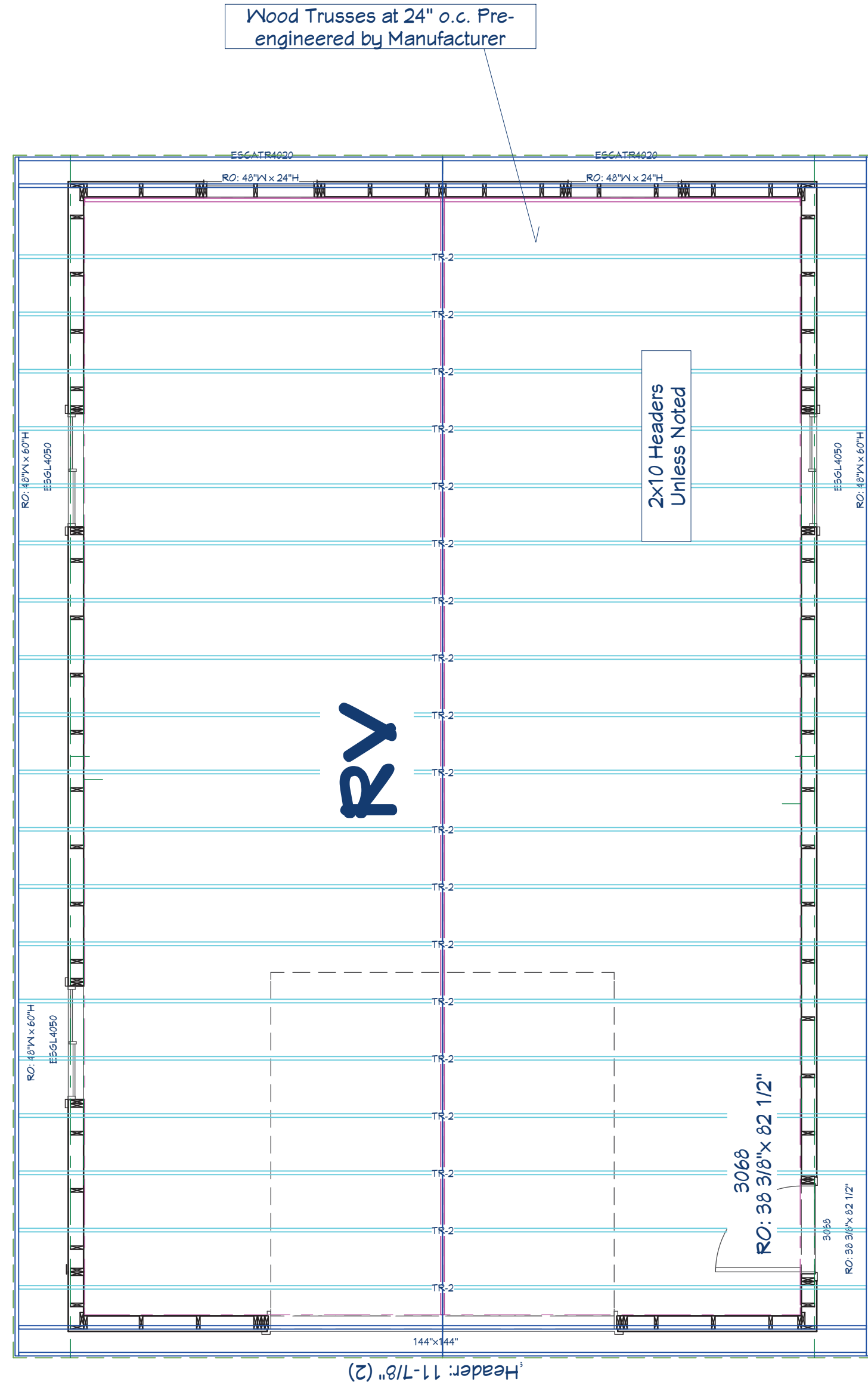
DRAWINGS PROVIDED FOR:  
**Lee & Darlene Bennett**  
 10208 Hage Dr, Rogers

Date Drawn:  
 03/12/2023

Revised:  
 03/24/2023  
 04/24/2023

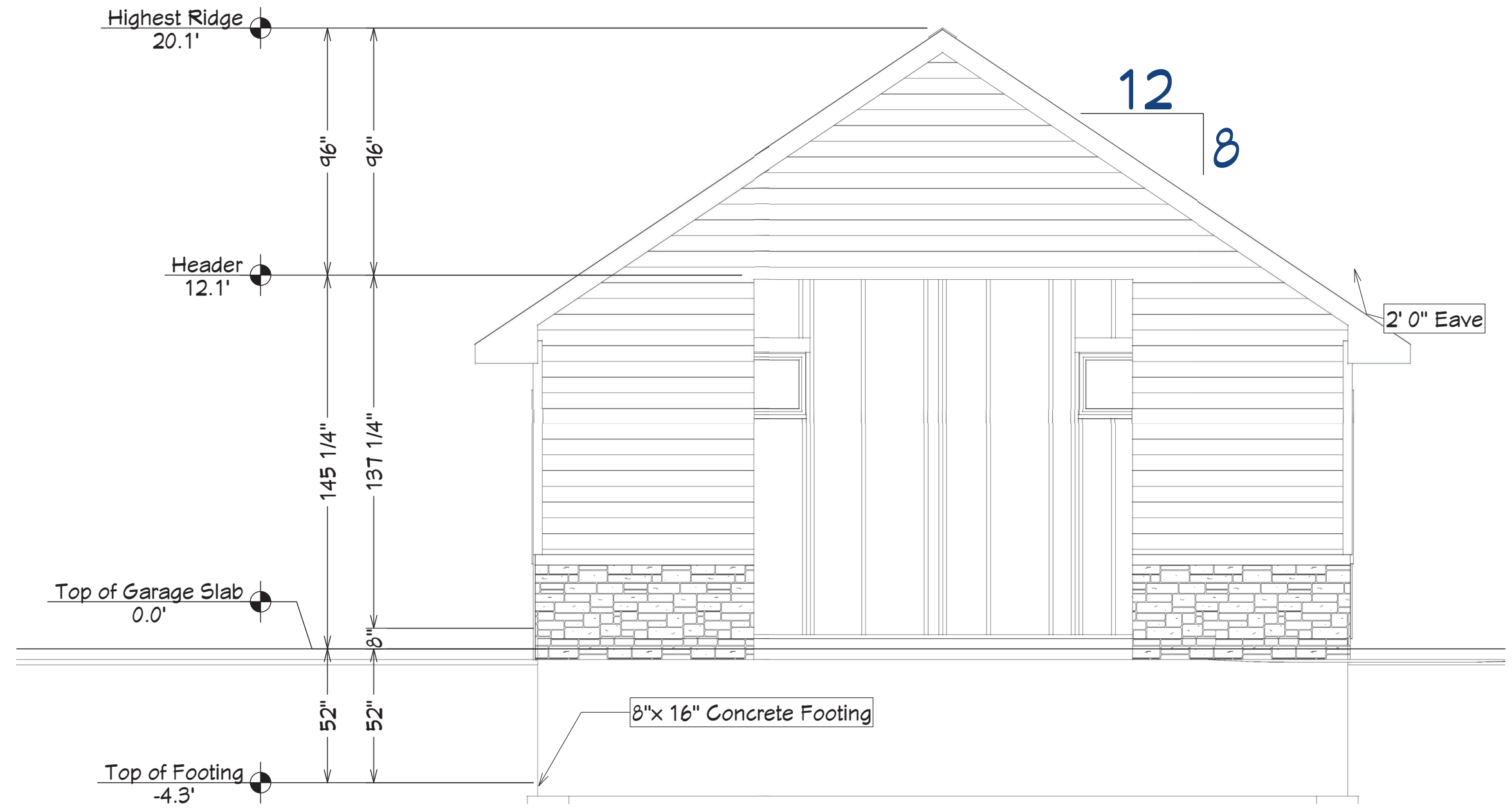
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SHEET:  
**A-3**

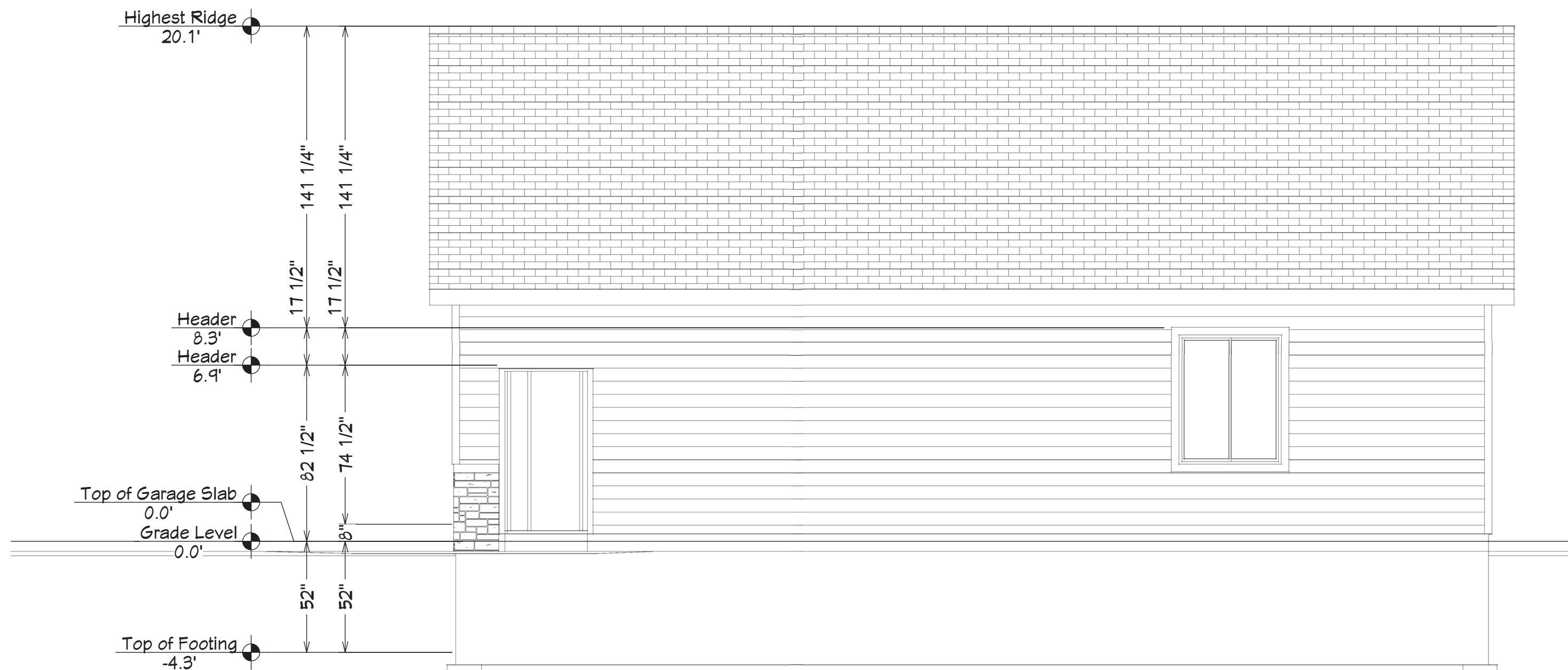


**GARAGE DOORS**  
Garage doors must meet minimum wind resistance standards and must come with a label indicating the door complies with ANSI/DASMA 108. Garage doors require a basic design wind speed of 90 mph for a 3-second gust in the state of Minnesota.

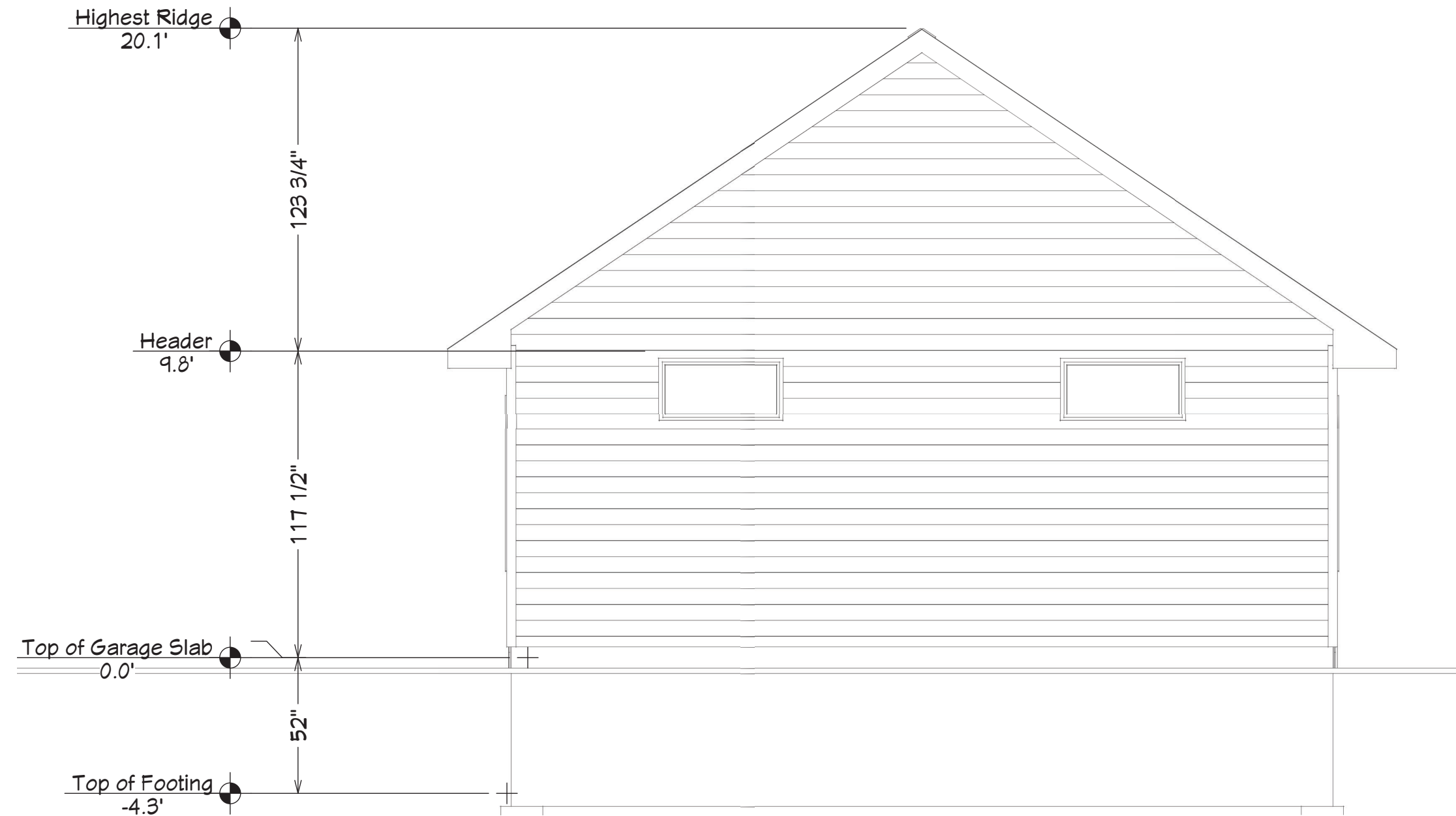
**WALL BRACING**  
Exterior walls to be braced in accordance with Minnesota State Building Code section R602 to resist wind loads and racking.  
Wall bracing, straps and/or hold-downs for garage door wall to will be engineered to meet Minnesota Code



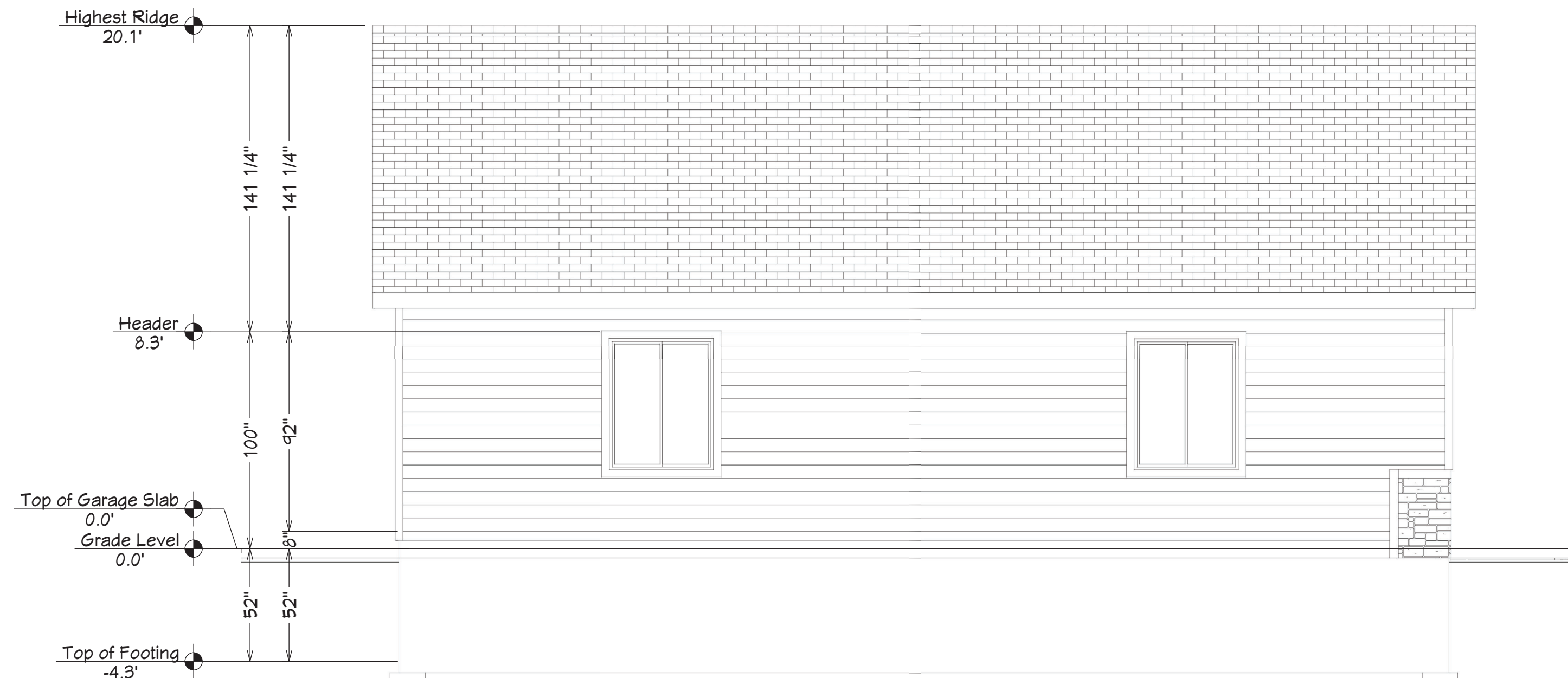
Front Elevation



Right Elevation



Back Elevation



Left Elevation

DRAWINGS PROVIDED FOR:

Lee & Darlene Bennett  
10208 Hage Dr, Rogers

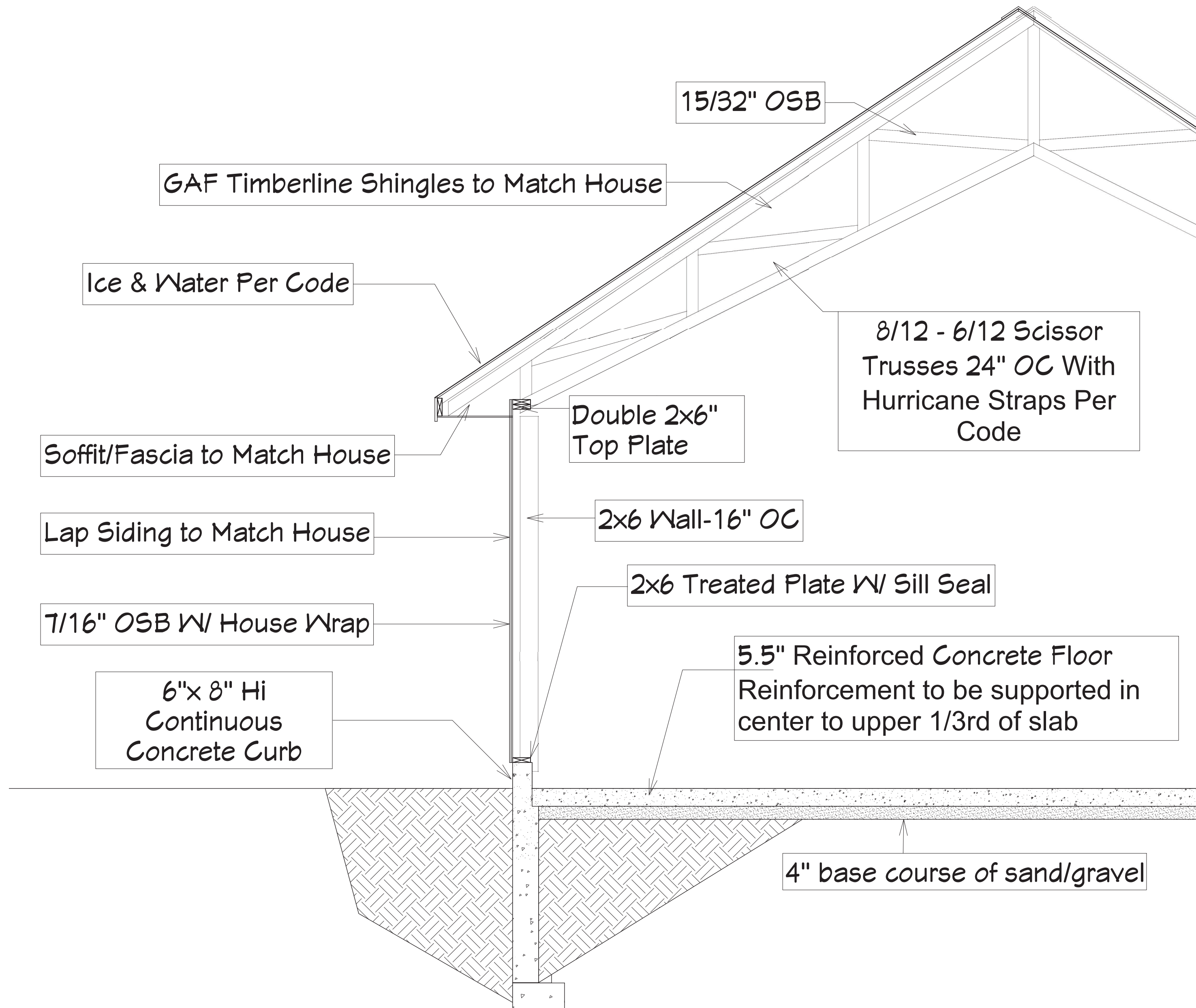
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03/12/2023

Revised:  
03/24/2023  
04/24/2023

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**A-5**

# ELEVATIONS



Scale- 1/2"=1'-0"

DRAWINGS PROVIDED FOR:

Lee & Darlene Bennett  
10208 Hage Dr, Rogers

Date Drawn:  
03/12/2023

Revised:  
03/24/2023  
04/24/2023

SCALE:  
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SHEET:  
**A-6**



# GARAGE WALL LAYOUT

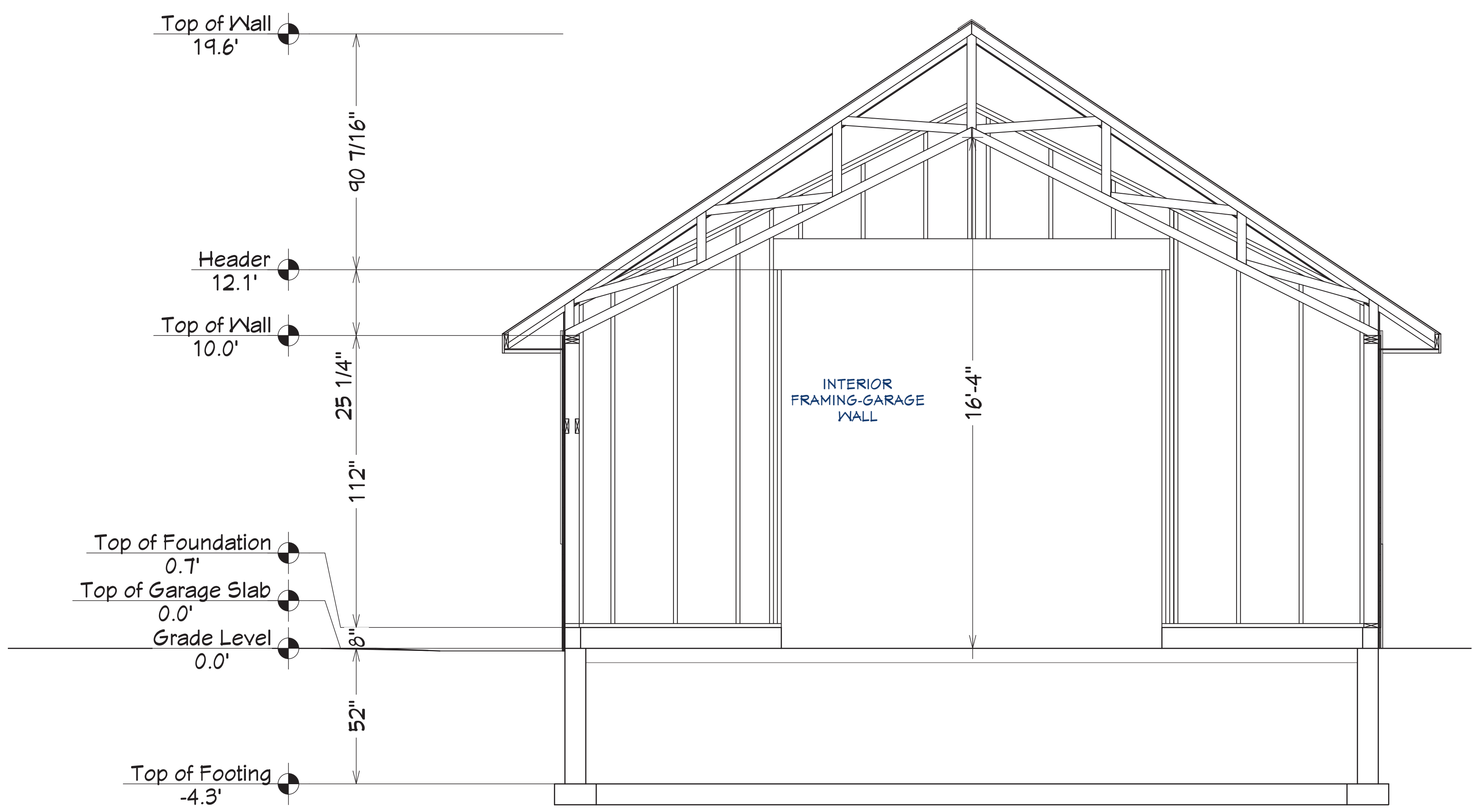
DRAWINGS PROVIDED FOR:  
**Lee & Darlene Bennett**  
10208 Hage Dr, Rogers

Date Drawn:  
03/12/2023

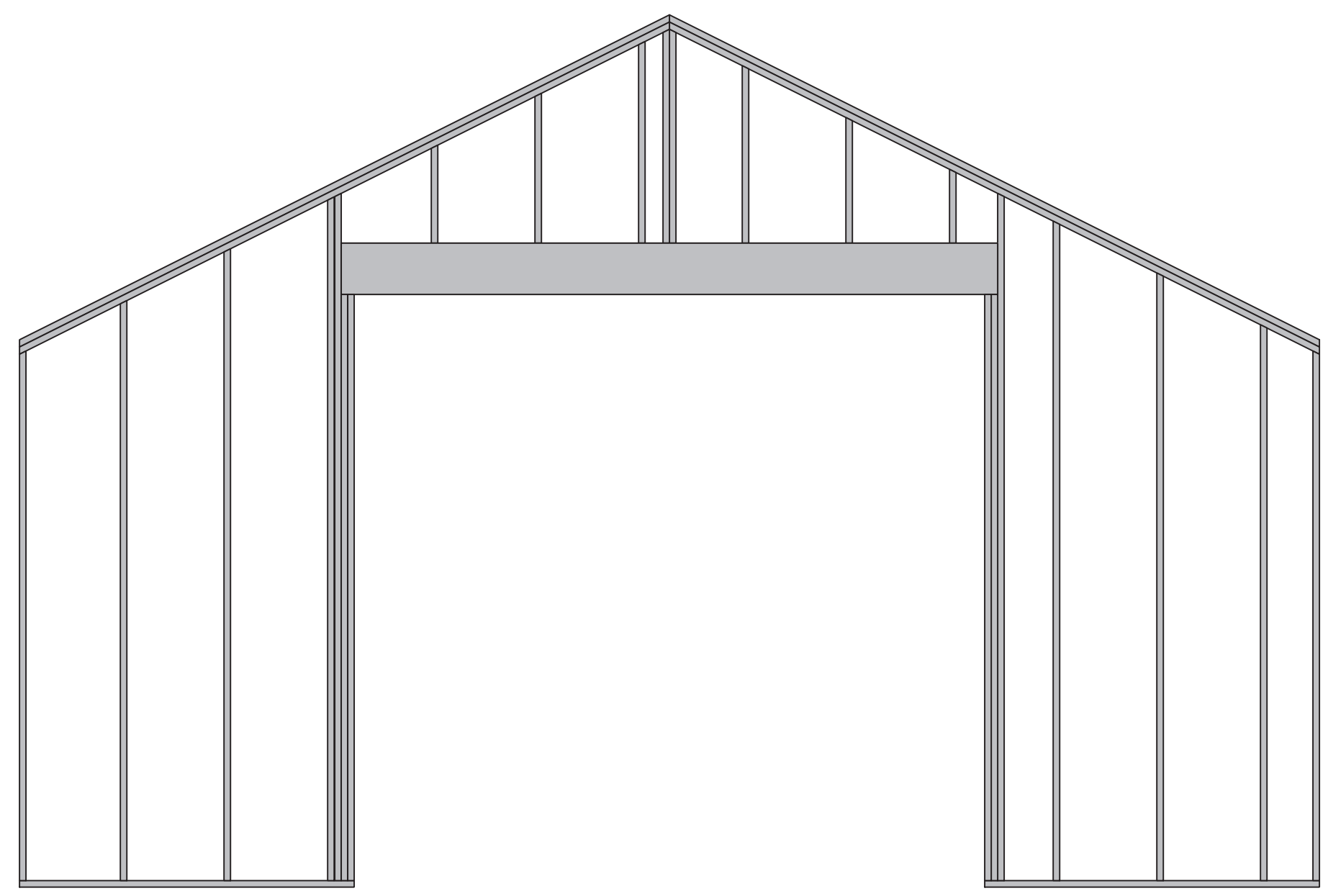
Revised:  
03/24/2023  
04/24/2023

SCALE:  
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SHEET:  
**A-7**



Cross Section 2



Wall Layer 4 - Viewed From Outside



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To: Natalie Davis McKeown  
Planner

From: Kent Torve, PE  
City Engineer

Project: Bennett Garage CUP

Date: July 13, 2023

---

**Document:**

The Bennett Garage CUP grading plan provided by DeMarc Land Surveying and Engineering dated 06/27/2023.

**Existing Drainage**

The existing drainage pattern is split towards the front yard (Hage Drive road ditch) and also across property line to the north.

**Garage Drainage**

The garage will create some increased volume, therefore a grading plan is required with the building permit application that shows a swale along the north property line to convey garage drainage to the low area at the rear (east) lot line. The swale can be located within the drainage easement along the north lot line.

It is recommended to protect the existing septic field during grading.



To: Kevin Mattson, PE, PW Director                      From: Ash Hammerbeck, PE  
Steve Hegland, PE  
Project/File: 227704426                                      Date: August 7, 2023  
  
Subject: Corcoran WTP - Pay Application #3

---

**Council Action Requested**

Staff is recommending Council to approve Pay Application #3 for the Corcoran Water Treatment Plant Project to Rice Lake Construction Group in the amount of \$517,275.0000.

**Summary**

Rice Lake continued work on the project, including surveying, earthwork, structural testing, lower level base slab, clearwell bottom slab and reinforcing steel, backwash tank walls, floor drains and obtaining the necessary utilities and materials. This pay request is for the work performed through 7/31/2023.

The signed payment request form and pay application is attached for review.

|                              |                  |
|------------------------------|------------------|
| Total Contract Value to Date | \$ 16,728,200.00 |
| Work Completed to Date       | \$ 1,424,000.00  |
| 5% Retainage                 | \$ 71,200.00     |
| Amount Paid to Date          | \$ 835,525.00    |
| Total Pay App #3             | \$ 517,275.00    |

**Engineer's Recommendation**

We have reviewed the request and recommend approving Pay Application #3 to Rice Lake Construction Group in the amount of \$ 517,275.00 for the work completed and materials stored to date.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 10 PAGES

TO OWNER: City of Corcoran  
8200 County Road 116  
Corcoran, MN 55340

PROJECT: WTP

APPLICATION NO: 3

Distribution to:

OWNER  
 ENGINEER  
 CONTRACTOR  
 RURAL DEVELOPMENT

FROM CONTRACTOR: Rice Lake  
Construction Group

VIA ENGINEER: Stantec

PERIOD TO: 07/31/23

PROJECT NOS: 227704426

CONTRACT FOR: City of Corcoran WTP

CONTRACT DATE:01.26.23

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

|                                                                               |    |                             |
|-------------------------------------------------------------------------------|----|-----------------------------|
| 1. ORIGINAL CONTRACT SUM                                                      | \$ | <u>16,728,200.00</u>        |
| 2. Net change by Change Orders                                                | \$ | <u>0.00</u>                 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2)                                          | \$ | <u>16,728,200.00</u>        |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                        | \$ | <u>1,424,000.00</u>         |
| 5. ESCROW:                                                                    |    |                             |
| a. <u>5</u> % of Completed Work (Column D + E on G703)                        | \$ | <u>71,200.00</u>            |
| b. Less Previous Certificates Escrow Payment (Line 5a from prior Certificate) | \$ | <u>                    </u> |
| c. CURRENT ESCROW PAYMENT DUE                                                 | \$ | <u>71,200.00</u>            |
| d. <u>      </u> % of Stored Material (Column F on G703)                      | \$ | <u>                    </u> |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)                  | \$ | <u>71,200.00</u>            |
| 6. TOTAL EARNED LESS ESCROW (Line 4 Less Line 5 Total)                        | \$ | <u>1,352,800.00</u>         |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 5+6 from prior Certificate)   | \$ | <u>835,525.00</u>           |
| 8. CURRENT PAYMENT DUE                                                        | \$ | <u>517,275.00</u>           |
| 9. BALANCE TO FINISH, NOT INCLUDING RETAINAGE (Line 3 less Line 4)            | \$ | <u>15,304,200.00</u>        |

| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS    |
|----------------------------------------------------|---------------|---------------|
| Total changes approved in previous months by Owner |               |               |
| Total approved this Month                          |               |               |
| <b>TOTALS</b>                                      | <b>\$0.00</b> | <b>\$0.00</b> |
| <b>NET CHANGES by Change Order</b>                 | <b>\$0.00</b> |               |

APPROVED BY OWNER \_\_\_\_\_

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Mark Hinsz Digitally signed by Mark Hinsz  
DN: C=US,  
E=mark\_hinsz@ricelake.org, O=Rice Lake Construction Group, CN=Mark Hinsz Date: 2023.08.04 12:17:25-05'00'  
Date: \_\_\_\_\_ County of: \_\_\_\_\_  
State of: \_\_\_\_\_ day of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ 517,275.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ACCEPTED BY AGENCY \_\_\_\_\_

| CONTINUATION SHEET                                                                                                      |                                                |                 | AIA DOCUMENT G703         |         |              |                            |                        |                            |           |                           |                              |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------|---------------------------|---------|--------------|----------------------------|------------------------|----------------------------|-----------|---------------------------|------------------------------|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. |                                                |                 |                           |         |              |                            | APPLICATION NO:        |                            | 3         |                           |                              |
| In tabulations below, amounts are stated to the nearest dollar.                                                         |                                                |                 |                           |         |              |                            | APPLICATION DATE:      |                            | 08/04/23  |                           |                              |
| Use Column I on Contracts where variable retainage for line items may apply.                                            |                                                |                 |                           |         |              |                            | PERIOD TO:             |                            | 07/31/23  |                           |                              |
|                                                                                                                         |                                                |                 |                           |         |              |                            | ENGINEER'S PROJECT NO: |                            | 173420014 |                           |                              |
| A                                                                                                                       | B                                              | C               | D                         |         | E            | F                          |                        | G                          |           | H                         | I                            |
| ITEM NO.                                                                                                                | DESCRIPTION OF WORK                            | SCHEDULED VALUE | WORK COMPLETED            |         | THIS PERIOD  | MATERIALS PRESENTLY STORED |                        | TOTAL COMPLETED AND STORED | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|                                                                                                                         |                                                |                 | FROM PREVIOUS APPLICATION | (D + E) |              | (NOT IN D OR E)            | TO DATE (D+E+F)        |                            |           |                           |                              |
| 1                                                                                                                       | Insurance                                      | \$100,000.00    | \$100,000.00              |         |              |                            |                        | \$100,000.00               | 100.00%   |                           |                              |
| 2                                                                                                                       | Bonds                                          | \$100,000.00    | \$100,000.00              |         |              |                            |                        | \$100,000.00               | 100.00%   |                           |                              |
| 3                                                                                                                       | Mobilization                                   | \$350,000.00    | \$350,000.00              |         |              |                            |                        | \$350,000.00               | 100.00%   |                           |                              |
| 4                                                                                                                       | Demobilization                                 | \$50,000.00     |                           |         |              |                            |                        |                            |           | \$50,000.00               |                              |
| 5                                                                                                                       | Supervision                                    | \$220,000.00    | \$15,000.00               |         | \$10,000.00  |                            |                        | \$25,000.00                | 11.36%    | \$195,000.00              |                              |
| 6                                                                                                                       | Layout/Surveying                               | \$15,000.00     | \$2,500.00                |         | \$2,500.00   |                            |                        | \$5,000.00                 | 33.33%    | \$10,000.00               |                              |
| 7                                                                                                                       | Testing                                        | \$25,000.00     |                           |         | \$2,000.00   |                            |                        | \$2,000.00                 | 8.00%     | \$23,000.00               |                              |
| 8                                                                                                                       | Temporary Facilities                           | \$20,000.00     | \$2,000.00                |         | \$1,000.00   |                            |                        | \$3,000.00                 | 15.00%    | \$17,000.00               |                              |
| 9                                                                                                                       | Winter Conditions                              | \$50,000.00     |                           |         |              |                            |                        |                            |           | \$50,000.00               |                              |
| 10                                                                                                                      | Safety                                         | \$10,000.00     | \$500.00                  |         | \$500.00     |                            |                        | \$1,000.00                 | 10.00%    | \$9,000.00                |                              |
| 11                                                                                                                      | Weekly Cleanup (Labor)                         | \$10,000.00     | \$500.00                  |         | \$500.00     |                            |                        | \$1,000.00                 | 10.00%    | \$9,000.00                |                              |
| 12                                                                                                                      | Weekly Cleanup (Material)                      | \$10,000.00     | \$500.00                  |         | \$500.00     |                            |                        | \$1,000.00                 | 10.00%    | \$9,000.00                |                              |
| 13                                                                                                                      | Final Facility Cleaning (L & M)                | \$5,000.00      |                           |         |              |                            |                        |                            |           | \$5,000.00                |                              |
| 14                                                                                                                      | Disinfection (L & M)                           | \$15,000.00     |                           |         |              |                            |                        |                            |           | \$15,000.00               |                              |
| 15                                                                                                                      | Final System Startup                           | \$5,000.00      |                           |         |              |                            |                        |                            |           | \$5,000.00                |                              |
| 16                                                                                                                      | Allowances                                     | \$50,000.00     |                           |         |              |                            |                        |                            |           | \$50,000.00               |                              |
| 17                                                                                                                      | Capital Purchase Agency Agreement Compliance   | \$1,000.00      |                           |         |              |                            |                        |                            |           | \$1,000.00                |                              |
| 18                                                                                                                      | Facility Record Documents                      | \$500.00        |                           |         |              |                            |                        |                            |           | \$500.00                  |                              |
| 19                                                                                                                      | Building Earthwork (L & M)                     | \$450,000.00    | \$225,000.00              |         |              |                            |                        | \$225,000.00               | 50.00%    | \$225,000.00              |                              |
| 20                                                                                                                      | Watertightness Testing (L&M)                   | \$20,000.00     |                           |         |              |                            |                        |                            |           | \$20,000.00               |                              |
| 21                                                                                                                      | Structural Testing & Special Inspections (L&M) | \$25,000.00     | \$500.00                  |         | \$500.00     |                            |                        | \$1,000.00                 | 4.00%     | \$24,000.00               |                              |
| 22                                                                                                                      | Concrete: General Conditions (L)               | \$100,000.00    |                           |         | \$10,000.00  |                            |                        | \$10,000.00                | 10.00%    | \$90,000.00               |                              |
| 23                                                                                                                      | Concrete: General Conditions (M)               | \$100,000.00    |                           |         | \$10,000.00  |                            |                        | \$10,000.00                | 10.00%    | \$90,000.00               |                              |
| 24                                                                                                                      | Footings (L)                                   | \$15,000.00     |                           |         |              |                            |                        |                            |           | \$15,000.00               |                              |
| 25                                                                                                                      | Footings (M)                                   | \$25,000.00     |                           |         |              |                            |                        |                            |           | \$25,000.00               |                              |
| 26                                                                                                                      | Waterstop (L)                                  | \$20,000.00     |                           |         | \$1,000.00   |                            |                        | \$1,000.00                 | 5.00%     | \$19,000.00               |                              |
| 27                                                                                                                      | Waterstop (M)                                  | \$20,000.00     | \$3,500.00                |         | \$3,500.00   |                            |                        | \$7,000.00                 | 35.00%    | \$13,000.00               |                              |
| 28                                                                                                                      | Detention Tank Walls (L)                       | \$80,000.00     |                           |         |              |                            |                        |                            |           | \$80,000.00               |                              |
| 29                                                                                                                      | Detention Tank Walls (M)                       | \$80,000.00     |                           |         |              |                            |                        |                            |           | \$80,000.00               |                              |
| 30                                                                                                                      | Detention Tank Base Slab (L)                   | \$70,000.00     |                           |         |              |                            |                        |                            |           | \$70,000.00               |                              |
| 31                                                                                                                      | Detention Tank Base Slab (M)                   | \$70,000.00     |                           |         |              |                            |                        |                            |           | \$70,000.00               |                              |
| 32                                                                                                                      | Filter Room Base Slab (L)                      | \$90,000.00     |                           |         |              |                            |                        |                            |           | \$90,000.00               |                              |
| 33                                                                                                                      | Filter Room Base Slab (M)                      | \$90,000.00     |                           |         |              |                            |                        |                            |           | \$90,000.00               |                              |
| 34                                                                                                                      | Filter Room Walls (L)                          | \$70,000.00     |                           |         |              |                            |                        |                            |           | \$70,000.00               |                              |
| 35                                                                                                                      | Filter Room Walls (M)                          | \$70,000.00     |                           |         |              |                            |                        |                            |           | \$70,000.00               |                              |
| 36                                                                                                                      | Lower Level Base Slab (L)                      | \$130,000.00    | \$2,500.00                |         | \$127,500.00 |                            |                        | \$130,000.00               | 100.00%   |                           |                              |
| 37                                                                                                                      | Lower Level Base Slab (M)                      | \$130,000.00    | \$2,500.00                |         | \$127,500.00 |                            |                        | \$130,000.00               | 100.00%   |                           |                              |

| CONTINUATION SHEET                                                                                                      |                                   |                 |                                   | AIA DOCUMENT G703 |                            |                            |           |                           |                              |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------|-----------------------------------|-------------------|----------------------------|----------------------------|-----------|---------------------------|------------------------------|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. |                                   |                 |                                   |                   |                            | APPLICATION NO:            |           | 3                         |                              |
| In tabulations below, amounts are stated to the nearest dollar.                                                         |                                   |                 |                                   |                   |                            | APPLICATION DATE:          |           | 08/04/23                  |                              |
| Use Column I on Contracts where variable retainage for line items may apply.                                            |                                   |                 |                                   |                   |                            | PERIOD TO:                 |           | 07/31/23                  |                              |
|                                                                                                                         |                                   |                 |                                   |                   |                            | ENGINEER'S PROJECT NO:     |           | 173420014                 |                              |
| A                                                                                                                       | B                                 | C               | D                                 | E                 | F                          | G                          |           | H                         | I                            |
| ITEM NO.                                                                                                                | DESCRIPTION OF WORK               | SCHEDULED VALUE | WORK COMPLETED                    |                   | MATERIALS PRESENTLY STORED | TOTAL COMPLETED AND STORED | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|                                                                                                                         |                                   |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD       | (NOT IN D OR E)            | TO DATE (D+E+F)            |           |                           |                              |
| 38                                                                                                                      | Main Level Base Slab (L)          | \$90,000.00     |                                   |                   |                            |                            |           | \$90,000.00               |                              |
| 39                                                                                                                      | Main Level Base Slab (M)          | \$90,000.00     |                                   |                   |                            |                            |           | \$90,000.00               |                              |
| 40                                                                                                                      | Main Level Walls (L)              | \$80,000.00     |                                   |                   |                            |                            |           | \$80,000.00               |                              |
| 41                                                                                                                      | Main Level Walls (M)              | \$80,000.00     |                                   |                   |                            |                            |           | \$80,000.00               |                              |
| 42                                                                                                                      | Upper Level Concrete Decks (L)    | \$130,000.00    |                                   |                   |                            |                            |           | \$130,000.00              |                              |
| 43                                                                                                                      | Upper Level Concrete Decks (M)    | \$130,000.00    |                                   |                   |                            |                            |           | \$130,000.00              |                              |
| 44                                                                                                                      | Topping Slabs (L)                 | \$40,000.00     |                                   |                   |                            |                            |           | \$40,000.00               |                              |
| 45                                                                                                                      | Topping Slabs (M)                 | \$40,000.00     |                                   |                   |                            |                            |           | \$40,000.00               |                              |
| 46                                                                                                                      | Sidewalks (L & M)                 | \$10,000.00     |                                   |                   |                            |                            |           | \$10,000.00               |                              |
| 47                                                                                                                      | Misc. Walls (L)                   | \$5,000.00      |                                   |                   |                            |                            |           | \$5,000.00                |                              |
| 48                                                                                                                      | Misc. Walls (M)                   | \$5,000.00      |                                   |                   |                            |                            |           | \$5,000.00                |                              |
| 49                                                                                                                      | Building Reinforcing Steel (L)    | \$60,000.00     |                                   |                   |                            |                            |           | \$60,000.00               |                              |
| 50                                                                                                                      | Building Reinforcing Steel (M)    | \$60,000.00     | \$10,000.00                       | \$10,000.00       |                            | \$20,000.00                | 33.33%    | \$40,000.00               |                              |
| 51                                                                                                                      | Precast Plank -- (L)              | \$25,000.00     |                                   |                   |                            |                            |           | \$25,000.00               |                              |
| 52                                                                                                                      | Precast Plank -- (M)              | \$100,000.00    |                                   |                   |                            |                            |           | \$100,000.00              |                              |
| 53                                                                                                                      | Rub/Patch Walls (L & M)           | \$40,000.00     |                                   |                   |                            |                            |           | \$40,000.00               |                              |
| 54                                                                                                                      | Misc. Concrete (L & M)            | \$5,000.00      |                                   |                   |                            |                            |           | \$5,000.00                |                              |
| 55                                                                                                                      | Water Cure (L & M)                | \$5,000.00      |                                   | \$500.00          |                            | \$500.00                   | 10.00%    | \$4,500.00                |                              |
| 56                                                                                                                      | Clearwell Bottom Slab (L)         | \$80,000.00     |                                   | \$80,000.00       |                            | \$80,000.00                | 100.00%   |                           |                              |
| 57                                                                                                                      | Clearwell Bottom Slab (M)         | \$80,000.00     |                                   | \$80,000.00       |                            | \$80,000.00                | 100.00%   |                           |                              |
| 58                                                                                                                      | Clearwell Walls (L)               | \$80,000.00     |                                   |                   |                            |                            |           | \$80,000.00               |                              |
| 59                                                                                                                      | Clearwell Walls (M)               | \$80,000.00     |                                   |                   |                            |                            |           | \$80,000.00               |                              |
| 60                                                                                                                      | Clearwell Deck (L)                | \$80,000.00     |                                   |                   |                            |                            |           | \$80,000.00               |                              |
| 61                                                                                                                      | Clearwell Deck (M)                | \$80,000.00     |                                   |                   |                            |                            |           | \$80,000.00               |                              |
| 62                                                                                                                      | Clearwell Reinforcing Steel (L)   | \$60,000.00     |                                   | \$10,000.00       |                            | \$10,000.00                | 16.67%    | \$50,000.00               |                              |
| 63                                                                                                                      | Clearwell Reinforcing Steel (M)   | \$60,000.00     | \$10,000.00                       | \$10,000.00       |                            | \$20,000.00                | 33.33%    | \$40,000.00               |                              |
| 64                                                                                                                      | Backwash Tank Bottom Slab (L)     | \$60,000.00     |                                   |                   |                            |                            |           | \$60,000.00               |                              |
| 65                                                                                                                      | Backwash Tank Bottom Slab (M)     | \$60,000.00     |                                   |                   |                            |                            |           | \$60,000.00               |                              |
| 66                                                                                                                      | Backwash Tank Walls (L)           | \$70,000.00     |                                   | \$5,000.00        |                            | \$5,000.00                 | 7.14%     | \$65,000.00               |                              |
| 67                                                                                                                      | Backwash Tank Walls (M)           | \$70,000.00     |                                   | \$5,000.00        |                            | \$5,000.00                 | 7.14%     | \$65,000.00               |                              |
| 68                                                                                                                      | Backwash Tank Deck (L)            | \$50,000.00     |                                   |                   |                            |                            |           | \$50,000.00               |                              |
| 69                                                                                                                      | Backwash Tank Deck (M)            | \$50,000.00     |                                   |                   |                            |                            |           | \$50,000.00               |                              |
| 70                                                                                                                      | Backwash Tank Reinforce Steel (L) | \$40,000.00     |                                   |                   |                            |                            |           | \$40,000.00               |                              |
| 71                                                                                                                      | Backwash Tank Reinforce Steel(M)  | \$40,000.00     | \$5,000.00                        | \$5,000.00        |                            | \$10,000.00                | 25.00%    | \$30,000.00               |                              |
| 72                                                                                                                      | Concrete Outfall Structure (L)    | \$5,000.00      |                                   |                   |                            |                            |           | \$5,000.00                |                              |
| 73                                                                                                                      | Concrete Outfall Structure (M)    | \$5,000.00      |                                   |                   |                            |                            |           | \$5,000.00                |                              |
| 74                                                                                                                      | Masonry: General Conditions (L)   | \$15,000.00     |                                   |                   |                            |                            |           | \$15,000.00               |                              |

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3  
 APPLICATION DATE: 08/04/23  
 PERIOD TO: 07/31/23  
 ENGINEER'S PROJECT NO: 173420014

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                  | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|-------------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                           |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |                                         |
| 75               | Masonry: General Conditions (M)           | \$125,000.00            |                                         |             |                                                             |                                                        |              | \$125,000.00                         |                                         |
| 76               | Masonry: Exterior (L)                     | \$225,000.00            |                                         |             |                                                             |                                                        |              | \$225,000.00                         |                                         |
| 77               | Masonry: Exterior (M)                     | \$150,000.00            |                                         |             |                                                             |                                                        |              | \$150,000.00                         |                                         |
| 78               | Cavity Wall Insulation (L)                | \$10,000.00             |                                         |             |                                                             |                                                        |              | \$10,000.00                          |                                         |
| 79               | Cavity Wall Insulation (M)                | \$10,000.00             |                                         |             |                                                             |                                                        |              | \$10,000.00                          |                                         |
| 80               | Masonry: Interior (L)                     | \$65,000.00             |                                         |             |                                                             |                                                        |              | \$65,000.00                          |                                         |
| 81               | Masonry: Interior (M)                     | \$65,000.00             |                                         |             |                                                             |                                                        |              | \$65,000.00                          |                                         |
| 82               | Metals: General Conditions (L)            | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 83               | Metals: General Conditions (M)            | \$175,000.00            |                                         |             |                                                             |                                                        |              | \$175,000.00                         |                                         |
| 84               | Exterior Handrails/Stairs/Ladders (L & M) | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 85               | Interior Handrails/Stairs/Ladders (L&M)   | \$45,000.00             |                                         |             |                                                             |                                                        |              | \$45,000.00                          |                                         |
| 86               | Metal Grating (L)                         | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 87               | Misc. Metals (L)                          | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 88               | Interior Access Hatches (L & M)           | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 89               | Exterior Access Hatches (L & M)           | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 90               | Wood Trusses (L)                          | \$20,000.00             |                                         |             |                                                             |                                                        |              | \$20,000.00                          |                                         |
| 91               | Wood Trusses (M)                          | \$30,000.00             |                                         |             |                                                             |                                                        |              | \$30,000.00                          |                                         |
| 92               | Rough Carpentry (L)                       | \$65,000.00             |                                         |             |                                                             |                                                        |              | \$65,000.00                          |                                         |
| 93               | Rough Carpentry (M)                       | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 94               | Finish Carpentry (L)                      | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 95               | Finish Carpentry (M)                      | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 96               | Plastic Fabrication (L)                   | \$1,500.00              |                                         |             |                                                             |                                                        |              | \$1,500.00                           |                                         |
| 97               | Plastic Fabrication (M)                   | \$1,500.00              |                                         |             |                                                             |                                                        |              | \$1,500.00                           |                                         |
| 98               | Fiberglass Grating (L)                    | \$8,500.00              |                                         |             |                                                             |                                                        |              | \$8,500.00                           |                                         |
| 99               | Fiberglass Grating (M)                    | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 100              | Dampproofing (L & M)                      | \$45,000.00             |                                         |             |                                                             |                                                        |              | \$45,000.00                          |                                         |
| 101              | Membrane Waterproofing (L&M)              | \$125,000.00            |                                         |             |                                                             |                                                        |              | \$125,000.00                         |                                         |
| 102              | Fluid Applied Waterproofing (L & M)       | \$45,000.00             |                                         |             |                                                             |                                                        |              | \$45,000.00                          |                                         |
| 103              | Clearwell Insulation (L & M)              | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 104              | Backwash Tank Insulation (L & M)          | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 105              | Building Perimeter Insulation (L & M)     | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 106              | Translucent Wall Panels (L & M)           | \$45,000.00             |                                         |             |                                                             |                                                        |              | \$45,000.00                          |                                         |
| 107              | Fiber Cement Siding (L&M)                 | \$45,000.00             |                                         |             |                                                             |                                                        |              | \$45,000.00                          |                                         |
| 108              | TPO Roofing (L&M)                         | \$181,000.00            |                                         |             |                                                             |                                                        |              | \$181,000.00                         |                                         |
| 109              | Firestopping (L & M)                      | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 110              | Metal Roofing (L & M)                     | \$125,000.00            |                                         |             |                                                             |                                                        |              | \$125,000.00                         |                                         |
| 111              | Metal Roofing Flashing & Trim (L&M)       | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |

# CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 3  
 APPLICATION DATE: 08/04/23  
 PERIOD TO: 07/31/23  
 ENGINEER'S PROJECT NO: 173420014

| A        | B                                            | C               | D                                 | E           | F                          | G                          |           | H                         | I                            |
|----------|----------------------------------------------|-----------------|-----------------------------------|-------------|----------------------------|----------------------------|-----------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK                          | SCHEDULED VALUE | WORK COMPLETED                    |             | MATERIALS PRESENTLY STORED | TOTAL COMPLETED AND STORED | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|          |                                              |                 | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | (NOT IN D OR E)            | TO DATE (D+E+F)            |           |                           |                              |
| 112      | Snow Retention System (L&M)                  | \$5,000.00      |                                   |             |                            |                            |           | \$5,000.00                |                              |
| 113      | Joint Sealers (L & M)                        | \$35,000.00     |                                   |             |                            |                            |           | \$35,000.00               |                              |
| 114      | Steel Doors and Frames (L)                   | \$25,000.00     |                                   |             |                            |                            |           | \$25,000.00               |                              |
| 115      | Steel Doors and Frames (M)                   | \$45,000.00     |                                   |             |                            |                            |           | \$45,000.00               |                              |
| 116      | FRP Doors and Frames (L)                     | \$7,000.00      |                                   |             |                            |                            |           | \$7,000.00                |                              |
| 117      | FRP Doors and Frames (M)                     | \$45,000.00     |                                   |             |                            |                            |           | \$45,000.00               |                              |
| 118      | Door Hardware (L&M)                          | \$20,000.00     |                                   |             |                            |                            |           | \$20,000.00               |                              |
| 119      | Overhead Doors (L&M)                         | \$27,000.00     |                                   |             |                            |                            |           | \$27,000.00               |                              |
| 120      | Painting (L&M)                               | \$264,000.00    |                                   |             |                            |                            |           | \$264,000.00              |                              |
| 121      | Windows (L & M)                              | \$25,000.00     |                                   |             |                            |                            |           | \$25,000.00               |                              |
| 122      | Gypsum Drywall (L & M)                       | \$5,000.00      |                                   |             |                            |                            |           | \$5,000.00                |                              |
| 123      | Acoustical Ceilings (L & M)                  | \$3,500.00      |                                   |             |                            |                            |           | \$3,500.00                |                              |
| 124      | Floor Treatment (L&M)                        | \$1,500.00      |                                   |             |                            |                            |           | \$1,500.00                |                              |
| 125      | Concrete and Masonry Sealer (L)              | \$1,500.00      |                                   |             |                            |                            |           | \$1,500.00                |                              |
| 126      | Concrete and Masonry Sealer (M)              | \$1,500.00      |                                   |             |                            |                            |           | \$1,500.00                |                              |
| 127      | Painting (L)                                 | \$500.00        |                                   |             |                            |                            |           | \$500.00                  |                              |
| 128      | Painting (M)                                 | \$500.00        |                                   |             |                            |                            |           | \$500.00                  |                              |
| 129      | Louvers/Vents (L & M)                        | \$13,000.00     |                                   |             |                            |                            |           | \$13,000.00               |                              |
| 130      | Signs (L & M)                                | \$5,000.00      |                                   |             |                            |                            |           | \$5,000.00                |                              |
| 131      | Subgrade Preparation (L)                     | \$15,000.00     |                                   |             |                            |                            |           | \$15,000.00               |                              |
| 132      | Aggregate Base (L & M)                       | \$25,000.00     |                                   |             |                            |                            |           | \$25,000.00               |                              |
| 133      | Site Preparation (L & M)                     | \$15,000.00     |                                   |             |                            |                            |           | \$15,000.00               |                              |
| 134      | Underground Water Main (L & M)               | \$350,000.00    |                                   |             |                            |                            |           | \$350,000.00              |                              |
| 135      | Water Main Valves and Hydrant (L & M)        | \$35,000.00     |                                   |             |                            |                            |           | \$35,000.00               |                              |
| 136      | Storm Sewer (L&M)                            | \$125,000.00    |                                   |             |                            |                            |           | \$125,000.00              |                              |
| 137      | Sanitary Sewer (L & M)                       | \$350,000.00    |                                   |             |                            |                            |           | \$350,000.00              |                              |
| 138      | Irrigation (L&M)                             | \$25,000.00     |                                   |             |                            |                            |           | \$25,000.00               |                              |
| 139      | Dewatering (L&M)                             | \$50,000.00     |                                   |             |                            |                            |           | \$50,000.00               |                              |
| 140      | Erosion & Sediment Control (L&M)             | \$5,000.00      | \$2,500.00                        |             |                            | \$2,500.00                 | 50.00%    | \$2,500.00                |                              |
| 141      | Riprap (L&M)                                 | \$5,000.00      |                                   |             |                            |                            |           | \$5,000.00                |                              |
| 142      | Flexible Paving (L&M)                        | \$95,000.00     |                                   |             |                            |                            |           | \$95,000.00               |                              |
| 143      | Concrete Paving (L&M)                        | \$35,000.00     |                                   |             |                            |                            |           | \$35,000.00               |                              |
| 144      | Concrete Curb & Gutter (L&M)                 | \$25,000.00     |                                   |             |                            |                            |           | \$25,000.00               |                              |
| 145      | Pavement Markings (L&M)                      | \$2,000.00      |                                   |             |                            |                            |           | \$2,000.00                |                              |
| 146      | Fences & Gates (L&M)                         | \$20,000.00     |                                   |             |                            |                            |           | \$20,000.00               |                              |
| 147      | Seeding & Restoration (L&M)                  | \$35,000.00     |                                   |             |                            |                            |           | \$35,000.00               |                              |
| 148      | Vegetation Establishment & Maintenance (L&M) | \$5,000.00      |                                   |             |                            |                            |           | \$5,000.00                |                              |

# CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 3  
 APPLICATION DATE: 08/04/23  
 PERIOD TO: 07/31/23  
 ENGINEER'S PROJECT NO: 173420014

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                      | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|-----------------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                               |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |                                         |
| 149              | Plants (L&M)                                  | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 150              | Filter Equipment (L)                          | \$50,000.00             |                                         |             |                                                             |                                                        |              | \$50,000.00                          |                                         |
| 151              | Filter Equipment (M)                          | \$850,000.00            |                                         |             |                                                             |                                                        |              | \$850,000.00                         |                                         |
| 152              | Filter Controls (L)                           | \$50,000.00             |                                         |             |                                                             |                                                        |              | \$50,000.00                          |                                         |
| 153              | Filter Controls (M)                           | \$50,000.00             |                                         |             |                                                             |                                                        |              | \$50,000.00                          |                                         |
| 154              | Filter System Startup                         | \$2,500.00              |                                         |             |                                                             |                                                        |              | \$2,500.00                           |                                         |
| 155              | Filter Equipment O&M's                        | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 156              | High Service Pumps (L)                        | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 157              | High Service Pumps (M)                        | \$150,000.00            |                                         |             |                                                             |                                                        |              | \$150,000.00                         |                                         |
| 158              | High Service Pumps O&M's                      | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 159              | High Service Pumps Testing and Startup        | \$2,500.00              |                                         |             |                                                             |                                                        |              | \$2,500.00                           |                                         |
| 160              | Backwash Pump (L)                             | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 161              | Backwash Pump (M)                             | \$55,000.00             |                                         |             |                                                             |                                                        |              | \$55,000.00                          |                                         |
| 162              | Backwash Pump Testing and Startup             | \$2,500.00              |                                         |             |                                                             |                                                        |              | \$2,500.00                           |                                         |
| 163              | Backwash Pump O&M's                           | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 164              | Well Pump (L)                                 | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 165              | Well Pump (M)                                 | \$45,000.00             |                                         |             |                                                             |                                                        |              | \$45,000.00                          |                                         |
| 166              | Well Pump Testing and Startup                 | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 167              | Well Pump O&M's                               | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 168              | Valve Vault (L)                               | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 169              | Valve Vault (M)                               | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 170              | Pre-Engineered Building (L)                   | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 171              | Pre-Engineered Building (M)                   | \$450,000.00            |                                         |             |                                                             |                                                        |              | \$450,000.00                         |                                         |
| 172              | Submersible Pumps (L)                         | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 173              | Submersible Pumps (M)                         | \$20,000.00             |                                         |             |                                                             |                                                        |              | \$20,000.00                          |                                         |
| 174              | Submersible Pumps Testing and Startup         | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 175              | Submersible Pumps O&M's                       | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 176              | Potassium Permanganate Feed Equipment (L)     | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 177              | Potassium Permanganate Equipment (M)          | \$20,000.00             |                                         |             |                                                             |                                                        |              | \$20,000.00                          |                                         |
| 178              | Potassium Permanganate Feed Equipment Startup | \$1,000.00              |                                         |             |                                                             |                                                        |              | \$1,000.00                           |                                         |
| 179              | Potassium Permanganate Equipment O&M's        | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 180              | Chlorine Gas Feed Equipment (L)               | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 181              | Chlorine Gas Equipment (M)                    | \$20,000.00             |                                         |             |                                                             |                                                        |              | \$20,000.00                          |                                         |
| 182              | Chlorine Gas Feed Equipment Startup           | \$1,000.00              |                                         |             |                                                             |                                                        |              | \$1,000.00                           |                                         |
| 183              | Chlorine Gas Equipment O&M's                  | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 184              | Polyphosphate Feed Equipment (L)              | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 185              | Polyphosphate Feed Equipment (M)              | \$20,000.00             |                                         |             |                                                             |                                                        |              | \$20,000.00                          |                                         |



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APPLICATION NO: 3  
 APPLICATION DATE: 08/04/23  
 PERIOD TO: 07/31/23  
 ENGINEER'S PROJECT NO: 173420014

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK             | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                      |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |                                         |
| 186              | Polyphosphate Feed Equipment Startup | \$1,000.00              |                                         |             |                                                             |                                                        |              | \$1,000.00                           |                                         |
| 187              | Polyphosphate Feed Equipment O&M's   | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 188              | Fluoride Feed Equipment (L)          | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 189              | Fluoride Feed Equipment (M)          | \$20,000.00             |                                         |             |                                                             |                                                        |              | \$20,000.00                          |                                         |
| 190              | Fluoride Feed Equipment Startup      | \$1,000.00              |                                         |             |                                                             |                                                        |              | \$1,000.00                           |                                         |
| 191              | Fluoride Feed Equipment O&M's        | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 192              | Initial Supply of Chemicals (L&M)    | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 193              | Blower (L)                           | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 194              | Blower (M)                           | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 195              | Blower Startup                       | \$1,000.00              |                                         |             |                                                             |                                                        |              | \$1,000.00                           |                                         |
| 196              | Blower O&M's                         | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 197              | Blower Vibration Tests               | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 198              | Cranes, Hoists, Lifting Hooks (L&M)  | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 199              | Window Treatments (L & M)            | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 200              | Lab Furniture (L & M)                | \$1,000.00              |                                         |             |                                                             |                                                        |              | \$1,000.00                           |                                         |
| 201              | Magnetic Flow Meters (L&M)           | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 202              | Magnetic Flow Meters Startup         | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 203              | Magnetic Flow Meters O&M's           | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 204              | Mechanical: General Conditions       | \$50,000.00             |                                         |             |                                                             |                                                        |              | \$50,000.00                          |                                         |
| 205              | Metallic Process Pipe/Fittings (L)   | \$850,000.00            |                                         |             |                                                             |                                                        |              | \$850,000.00                         |                                         |
| 206              | Metallic Process Pipe/Fittings (M)   | \$2,375,000.00          |                                         | \$35,000.00 |                                                             | \$35,000.00                                            | 1.47%        | \$2,340,000.00                       |                                         |
| 207              | Plastic Process Piping/Fittings (M)  | \$150,000.00            |                                         |             |                                                             |                                                        |              | \$150,000.00                         |                                         |
| 208              | Plastic Process Piping/Fittings (M)  | \$150,000.00            |                                         |             |                                                             |                                                        |              | \$150,000.00                         |                                         |
| 209              | Pipe Identification (L)              | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 210              | Pipe Identification (M)              | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 211              | Valves and Accessories (L)           | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 212              | Valves and Accessories (M)           | \$85,000.00             |                                         |             |                                                             |                                                        |              | \$85,000.00                          |                                         |
| 213              | Gauges (L)                           | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 214              | Gauges (M)                           | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 215              | Record Plan Process Drawings         | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 216              | Pipe Insulation (L & M)              | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 217              | Sanitary Below Ground (L)            | \$45,000.00             |                                         | \$2,500.00  |                                                             | \$2,500.00                                             | 5.56%        | \$42,500.00                          |                                         |
| 218              | Sanitary Below Ground (M)            | \$45,000.00             |                                         | \$2,500.00  |                                                             | \$2,500.00                                             | 5.56%        | \$42,500.00                          |                                         |
| 219              | Sanitary Above Ground (L)            | \$55,000.00             |                                         |             |                                                             |                                                        |              | \$55,000.00                          |                                         |
| 220              | Sanitary Above Ground (M)            | \$55,000.00             |                                         |             |                                                             |                                                        |              | \$55,000.00                          |                                         |
| 221              | Facility Storm Drainage (L)          | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 222              | Facility Storm Drainage (M)          | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |

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 ENGINEER'S PROJECT NO: 173420014

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK          | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|-----------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                   |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |                                         |
| 223              | Water Piping (L)                  | \$45,000.00             |                                         |             |                                                             |                                                        |              | \$45,000.00                          |                                         |
| 224              | Water Piping (M)                  | \$45,000.00             |                                         |             |                                                             |                                                        |              | \$45,000.00                          |                                         |
| 225              | Clean-Outs (L)                    | \$2,500.00              |                                         |             |                                                             |                                                        |              | \$2,500.00                           |                                         |
| 226              | Clean-Outs (M)                    | \$2,500.00              |                                         |             |                                                             |                                                        |              | \$2,500.00                           |                                         |
| 227              | Floor Drains (L)                  | \$5,000.00              | \$500.00                                | \$500.00    |                                                             | \$1,000.00                                             | 20.00%       | \$4,000.00                           |                                         |
| 228              | Floor Drains (M)                  | \$15,000.00             | \$1,500.00                              | \$1,500.00  |                                                             | \$3,000.00                                             | 20.00%       | \$12,000.00                          |                                         |
| 229              | Wall Hydrants (L)                 | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 230              | Wall Hydrants (M)                 | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 231              | Plumbing Fixtures (L)             | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 232              | Plumbing Fixtures (M)             | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 233              | Sump Pumps (L)                    | \$15,000.00             | \$7,500.00                              |             |                                                             | \$7,500.00                                             | 50.00%       | \$7,500.00                           |                                         |
| 234              | Sump Pumps (M)                    | \$25,000.00             | \$12,500.00                             |             |                                                             | \$12,500.00                                            | 50.00%       | \$12,500.00                          |                                         |
| 235              | Water Heaters (L)                 | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 236              | Water Heaters (M)                 | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 237              | Sample Taps, Lines and Valves (L) | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 238              | Sample Taps, Lines and Valves (M) | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 239              | Record Plumbing Drawings          | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 240              | Sheet Metal (L)                   | \$155,000.00            |                                         |             |                                                             |                                                        |              | \$155,000.00                         |                                         |
| 241              | Sheet Metal (M)                   | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 242              | Chimneys (L)                      | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 243              | Chimneys (M)                      | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 244              | Dampers (L)                       | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 245              | Dampers (M)                       | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 246              | Duct Insulation (L & M)           | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 247              | Grilles/Registers/Diffusers (L)   | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 248              | Grilles/Registers/Diffusers (M)   | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 249              | Fans (L)                          | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 250              | Fans (M)                          | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 251              | Fans Startup                      | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 252              | Fans O & M Manuals                | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 253              | Rooftop Units (L)                 | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 254              | Rooftop Units (M)                 | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 255              | Unit Heaters (L)                  | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 256              | Unit Heaters (M)                  | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 257              | Unit Heaters Startup              | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 258              | Unit Heaters O & M Manuals        | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 259              | Dehumidifier (L)                  | \$50.00                 |                                         |             |                                                             |                                                        |              | \$50.00                              |                                         |

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3  
 APPLICATION DATE: 08/04/23  
 PERIOD TO: 07/31/23  
 ENGINEER'S PROJECT NO: 173420014

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                    | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G                                                      |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|---------------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|--------------------------------------------------------|--------------|--------------------------------------|-----------------------------------------|
|                  |                                             |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |                                                             | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |                                         |
| 260              | Dehumidifier (M)                            | \$50.00                 |                                         |             |                                                             |                                                        |              | \$50.00                              |                                         |
| 261              | Dehumidifier O&M's                          | \$50.00                 |                                         |             |                                                             |                                                        |              | \$50.00                              |                                         |
| 262              | Dehumidifier Start Up                       | \$50.00                 |                                         |             |                                                             |                                                        |              | \$50.00                              |                                         |
| 263              | Temperature Control (L & M)                 | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 264              | Temperature Controls Startup                | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 265              | Temperature Controls O&M's                  | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 266              | Record HVAC Drawings                        | \$250.00                |                                         |             |                                                             |                                                        |              | \$250.00                             |                                         |
| 267              | Electrical: General Conditions              | \$300,000.00            |                                         |             |                                                             |                                                        |              | \$300,000.00                         |                                         |
| 268              | Temporary Electrical                        | \$50,000.00             | \$25,000.00                             |             |                                                             | \$25,000.00                                            | 50.00%       | \$25,000.00                          |                                         |
| 269              | Plant Controls (L)                          | \$65,000.00             |                                         |             |                                                             |                                                        |              | \$65,000.00                          |                                         |
| 270              | Plant Controls (M)                          | \$125,000.00            |                                         |             |                                                             |                                                        |              | \$125,000.00                         |                                         |
| 271              | Interior Fixtures and Lamps (L)             | \$22,000.00             |                                         |             |                                                             |                                                        |              | \$22,000.00                          |                                         |
| 272              | Interior Fixtures and Lamps (M)             | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 273              | Exterior Fixtures and Lamps (L)             | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 274              | Exterior Fixtures and Lamps (M)             | \$10,000.00             |                                         |             |                                                             |                                                        |              | \$10,000.00                          |                                         |
| 275              | Distribution Equipment (L)                  | \$125,000.00            |                                         |             |                                                             |                                                        |              | \$125,000.00                         |                                         |
| 276              | Distribution Equipment (M)                  | \$500,000.00            |                                         |             |                                                             |                                                        |              | \$500,000.00                         |                                         |
| 277              | Branch/Feeder Circuits (L)                  | \$40,000.00             |                                         |             |                                                             |                                                        |              | \$40,000.00                          |                                         |
| 278              | Branch/Feeder Circuits (M)                  | \$25,000.00             |                                         |             |                                                             |                                                        |              | \$25,000.00                          |                                         |
| 279              | Generator (L)                               | \$10,000.00             |                                         |             |                                                             |                                                        |              | \$10,000.00                          |                                         |
| 280              | Generator (M)                               | \$125,000.00            |                                         |             |                                                             |                                                        |              | \$125,000.00                         |                                         |
| 281              | Fire Alarm (L&M)                            | \$1,000.00              |                                         |             |                                                             |                                                        |              | \$1,000.00                           |                                         |
| 282              | Security (L&M)                              | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 283              | Telephone (L&M)                             | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 284              | Card Access System (L&M)                    | \$15,000.00             |                                         |             |                                                             |                                                        |              | \$15,000.00                          |                                         |
| 285              | Plant Controls (L)                          | \$35,000.00             |                                         |             |                                                             |                                                        |              | \$35,000.00                          |                                         |
| 286              | Plant Controls (M)                          | \$125,000.00            |                                         |             |                                                             |                                                        |              | \$125,000.00                         |                                         |
| 287              | Computer Equipment (L&M)                    | \$70,000.00             |                                         |             |                                                             |                                                        |              | \$70,000.00                          |                                         |
| 288              | Electrical Record Drawings                  | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 289              | Plant Controls (M)                          | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 290              | Remote Site RTU's (L)                       | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 291              | Remote Site RTU's (M)                       | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 292              | Facility Controls Startup (L&M)             | \$5,000.00              |                                         |             |                                                             |                                                        |              | \$5,000.00                           |                                         |
| 293              | Record Plant Control Documents              | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 294              | Record Electrical Conduit and Wire Drawings | \$500.00                |                                         |             |                                                             |                                                        |              | \$500.00                             |                                         |
| 295              | Change Orders                               | \$0.00                  |                                         |             |                                                             |                                                        |              |                                      |                                         |



# STAFF REPORT

# Agenda Item: 8a.

|                                                                                                                                                                       |                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <b>City Council Meeting:</b><br>August 24, 2023                                                                                                                       | <b>Prepared By:</b><br>Kendra Lindahl, AICP |
| <b>Topic:</b><br>Rezoning, Site Plan, Variances and Conditional Use Permit for Corcoran Storage II at 23730 Highway 55 (PID 31-119-23-33-0001) (City file no. 23-016) | <b>Action Required:</b><br>Denial           |

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**Review Deadline:** September 8, 2023

## 1. Request

The applicant, Craig Scherber of Scherber and Associates, LLC, is requesting approval of a rezoning, site plan, variances and conditional use permit to allow for the development of six new buildings as part of a proposed mini storage/self storage facility. The six buildings will be subdivided into smaller storage spaces for rent.

The applicant is requesting to rezone the property located at 23730 Highway 55 from Urban Reserve (UR) district to Light Industrial (I-1) district. A conditional use permit is required for the proposed “mini storage/self storage facilities” use which is permitted as a conditional use in the I-1 district. The applicant is also requesting variances to allow:

- a. Development of the parcel within the Municipal Urban Service Area (MUSA) in advance of municipal sewer and water utilities being available to serve the area,
- b. Provision of the required buffer yard area outside of the parcel boundaries where they are required on the perimeter of the lot, extending out to the property line and
- c. A 20-foot setback adjacent to residential where 50-feet is required.

## 2. Planning Commission Review

The Planning Commission reviewed this item at a public hearing at their August 3<sup>rd</sup> meeting. Other than the applicant, there was no one present to speak on this item. The Planning Commissioners stated that they felt that the applicant could meet the setbacks and provide the buffers on site as required and the variance standards were not met for those items. However, there was some support for the variance to allow development advance of municipal sanitary sewer and water if all other ordinance standards were met.

The Planning Commission voted 4-0 to recommend denial of the request.

### 3. Context

#### *Zoning and Land Use*

The property is guided Light Industrial in the 2040 Comprehensive Plan and zoned UR district. The site is within the MUSA and is included in the Future Study Area for sanitary sewer as identified in the Comprehensive Plan. There is an existing single family residence and two detached accessory structures, all of which will be removed as part of the proposed development.

#### *Surrounding Properties*

The property that surrounds the site to the north and east is guided Light Industrial and zoned Urban Reserve. The site abuts the City of Greenfield to the west and the City of Medina to the south (across Highway 55). The property to the west, within Greenfield, is zoned Rural Residential and the property to the south, within Medina, is zoned Rural Residential-Urban Reserve. The existing use of the surrounding properties appears to be agricultural and single family residential. The site also abuts Highway 55 to the south.

#### *Natural Characteristics of the Site*

The 2040 Comprehensive Plan Natural Resources Inventory Areas Map does not identify any significant natural plant communities within the proposed site.

There are trees along the west property line and patches of woods throughout the east half the property that extends beyond the north and east property lines. A wetland delineation report provided by the applicant indicates there is a small portion of wetland in the southeast corner of the site.



### 4. Analysis

Staff has reviewed the application for consistency with the Comprehensive Plan, Zoning Ordinance and City Code requirements, as well as City policies. The City Engineer's and Public Safety Committee's comments are incorporated into this staff report and the detailed comments are included in the attached engineering memo and Public Safety Committee memo. The draft approval conditions require compliance with the memos.

#### A. Level of City Discretion in Decision Making

The City has a relatively high level of discretion in approving or denying a rezoning application. The proposed zoning for a property must be consistent with the City's

Comprehensive Plan. If the proposed zoning is not consistent with the Comprehensive Plan the City must deny the rezoning application.

The City's discretion in approving a site plan is limited to whether or not the plan meets the standards outlined in the Zoning Ordinance. The City must approve the site plan if it meets these standards.

The City's discretion in approving or denying a conditional use permit is limited to whether or not the proposed request meets the standards outlined in the City Code. If it meets these standards, the City must approve the conditional use permit.

The City has a higher level of discretion with a variance because the burden of proof is on the applicant to show that the variance standards have been met.

#### B. Consistency with Ordinance Standards

##### Rezoning

The site is currently zoned UR district and the applicant is requesting the site be rezoned to I-1 district. The rezoning request shall be evaluated by the following factors from Section 1070.010, Subd. 2 of the Zoning Ordinance:

- A. *The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.*

The proposed mini storage/self storage facility is consistent with the policies and provisions for the I-1 district in the Comprehensive Plan, which intends to provide areas for manufacturing, warehousing, automotive, trucking office and other related uses throughout the I-1 district, except that the I-1 standards in Section 1040.125 of the Zoning Ordinance states "New development within this district will be allowed only when a full range of municipal services and facilities are available to serve the area." The applicant is requesting a variance to allow development in advance of municipal sewer and water being available. This is discussed in the variance section of the staff report. The City could find that development of this site in advance of municipal sewer and water is premature development and is inconsistent with the Comprehensive Plan.

The Future Land Use Map from the Comprehensive Plan designates the property at 23730 Highway 55 as Light Industrial. If the City Council believes that the variance standards have been met to allow development in advance of municipal services, the City could find that the proposed action is consistent with plans for public facilities and capital improvements and require the developer to connect to those utilities once they are available.

*B. The proposed action meets the purpose and intent of this Ordinance or, in the case of a map amendment, it meets the purpose and intent of the individual district.*

The proposed mini storage/self storage use of the site meets the purpose and intent of the Light Industrial district which is to provide a full range of industrial, manufacturing, warehousing and similar uses.

*C. There is adequate infrastructure available to serve the proposed action.*

The applicant has indicated that the mini storage/self storage facility will not require sewer and water to operate. Fire protection will be provided exterior fire walls and fire department connections to the rear sides of Buildings C and D. The proposed use will not have any demand for municipal or private sewer and water; therefore, there is adequate infrastructure available to serve the proposed use.

*D. There is adequate buffer or transition provided between potentially incompatible districts.*

Adjacent properties to the south and west are within the jurisdiction of other cities. A buffer yard is provided in the west portion of the site and Highway 55 buffers the site from properties to the south. Buffer yards are provided along the north and east property lines and are situated both on and off-site. These buffer yards do not comply with the ordinance standards and the applicant is requesting multiple variances from the buffer yard standards. The variances are discussed in the variance section of the staff report.

If the City Council approves the variances, the City could find that the landscaping provided within the buffer yards and existing trees within the off-site buffer yards will provide an adequate buffer between the site and adjacent properties.

If the City Council does not approve the buffer yard variances, the applicant would need to revise the plans to comply with the buffer yard standards and the City would then be able to find that adequate buffer is provided.

### Site Plan

The request is for approval of a site plan to allow a mini storage/self storage facility use in the I-1 district. The proposed development includes six buildings and a total of 56 individual rental storage units. The existing buildings and on-site utilities will be removed.



### Lot Standards and Setbacks

Lot standards for the I-1 district are as follows:

|                                     | I-1 District Standards | Proposed Mini Storage/Self Storage Facility |
|-------------------------------------|------------------------|---------------------------------------------|
| Minimum lot area                    | 1 acre                 | 4.87 acres                                  |
| Minimum lot width                   | 100 feet               | 751 feet                                    |
| Minimum lot depth                   | 200 feet               | 223 feet                                    |
| Setbacks                            |                        |                                             |
| Front, from major roadways          | 100 feet               | 100 feet                                    |
| Front, from all other streets       | 50 feet                | 51.1 feet*                                  |
| Side                                | 20 feet                | 29.8 feet                                   |
| Rear                                | 20 feet                | 20 feet                                     |
| Adjacent to residential             | 50 feet                | 20 feet                                     |
| Maximum Principal Building Height   | 45 feet                | 20 feet                                     |
| Maximum impervious surface coverage | 70%                    | 45.2%                                       |

\* Setback measured from proposed Building B to the future street easement.

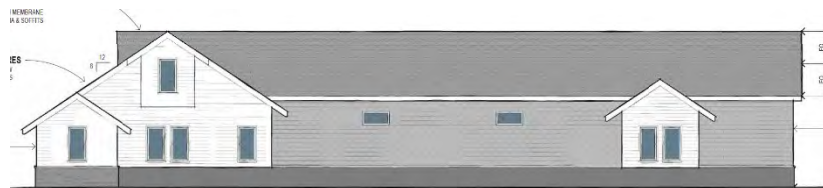
The proposed development complies with the lot standards for the I-1 district with the exception of a reduced 20-foot setback from residential property to the north and east where a 50-foot setback is required. A variance from the required building setback to residential property is discussed further in this report.

### Design Guidelines and Architecture

The proposed development is subject to the performance standards in Section 1060 of the Zoning Ordinance and the Southwest District Design Guidelines in Appendix A of the Zoning Ordinance.

Plans for the proposed development show six buildings ranging in height from 18.4- to 19.8-feet tall. The number of units ranges from 5 to 11 units per building for a total 56 rental units.

Building materials include gray integral color concrete block walls with wainscot of a contrasting color in the same material, lap siding



for the sides of gabled roofs and asphalt shingles. The material for the lap siding is not provided in the architectural plans. City Code permits fiber cement siding and does not permit vinyl siding; however, other materials deemed appropriate may be approved

subject to review by the Zoning Administrator. Staff has included a condition the applicant provide detailed descriptions of the proposed building materials.

The south elevations of the buildings that front Highway 55 include windows, gables and cantilevered elements with lap siding, which provide visual contrast and break up the long stretch of building facades. The north elevation of the northern buildings has windows to break up the long elevations but not the change in materials or building articulation. The building materials comply with ordinance standards for design and architecture.

- The design guidelines in Appendix A of the Zoning Ordinance state “Buildings should be designed with quality materials on all sides; all facades shall be articulated with a variety of materials, glazing or other details to add visual interest, although the front façade may have a unique design or more significant glazing; long blank exterior surfaces shall be avoided.” The City Council should discuss whether these building elevations comply with these guidelines and whether vinyl siding would be acceptable (if proposed).

Additionally, foundation planting shrubs are proposed along the south, east and west perimeters of buildings, which provide visual interest along the building walls.

The design guidelines for commercial development in the Southwest District, while minimal, call for high quality business parks with well-landscaped setbacks and buffers. The orientation of buildings and individual unit entrances generally face away from adjacent residential properties. Landscape buffer yards are also provided and are discussed further in this report.

Like the Garages Two project by the same developer planned east of this site, no trash enclosure is proposed. Tenants are responsible for disposal of trash off-site.

### *Lighting*

Plans do not indicate the location for any proposed lighting; however, for safety we expect that some lighting will be provided. The applicant shall be required to update plans to show the location of proposed building and freestanding lighting. A light fixture cut sheet and photometric plan shall be provided to ensure compliance with the Zoning Ordinance standards for lighting.

### *Parking*

The site plan shows a bituminous parking surface with concrete curb and gutter. No designated parking spaces are provided on the site. The applicant’s narrative indicates there will be no public traffic, extended on-site employee presence or overnight parking allowed. Customers will be able to park in the drive aisle in front of their units on a temporary basis to load and unload materials from the unit, the plans show 50- to 65-foot of separation between buildings, which would be adequate for parking in front of a unit and allowing traffic to pass unobstructed.

The applicant has submitted a sample lease agreement, which indicates that no parking of vehicles is permitted outside of the units and no overnight parking is permitted on site. To enforce the overnight parking rule, the property will be equipped with surveillance equipment and a controlled gate to restrict access to customers only.

### *Streets and Access*

Access to the mini storage/self storage facility is provided through a 24-foot wide private driveway along the west property line that connects to Highway 55 to the south. The driveway narrows to approximately 21 feet in width where a gate is proposed to restrict access to the site. There is an existing driveway to the residential building that will be removed with the redevelopment. MnDOT approval must be obtained by the applicant for the new access from Highway 55.

The Southwest District Design Guidelines indicate that future driveways and other direct access to new developments from Highway 55 shall not be permitted. As shown on the Southwest District map, a street extension is shown along the west side of the proposed development. The plans provide a street easement for the future street. An encroachment agreement is necessary for the access drive located within the street easement. The driveway will be removed once the street is constructed and the mini storage/self storage facility will then have access from the new public street. This has been allowed for other developments in the City. This has been included as a condition of approval.



The future street is positioned along the boundary between the Cities of Corcoran and Greenfield. Development of the future street will be done in coordination with the City of Greenfield.

The Public Safety Committee requires that a turning radius exhibit be provided to the City for review and approval to ensure adequate space is provided for emergency vehicles to maneuver within the site. Staff has included the requirement that a turning radius exhibit be provided as a condition of approval.

### *Grading*

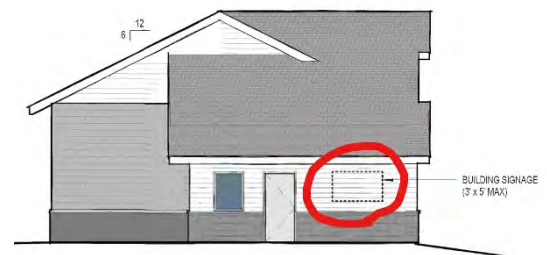
The City Engineer's memo provides detailed comments on the proposed development. There are three existing road signs that are not shown on the plans which will be impacted by grading and installation of site improvements. The signs are in the Highway 55 right-of-way where the proposed access drive is located. The plans must be revised to show the signs and proposed relocation areas (subject to MNDOT approval).



There are 3:1 slopes around the perimeter of the buildings where required landscaping and buffer yards are necessary. The slope can make it difficult to install the required number of plant materials and ensure they adequately grow and provide a transitional buffer.

### *Signage*

One 15 square foot sign is proposed on the west façade of Building A for owner and lease contact information. Signs in the industrial districts are restricted to 10% of the primary building face; it appears the proposed signage complies with this standard. Further details for the proposed sign shall be provided with a sign permit application.



The sample lease agreement provided by the applicant indicates no tenant signage is allowed by the business. Rental units will have unit number identification signs by the entrance to each unit.

### *Utilities*

The existing septic and well systems will be removed and abandoned according to MPCA and MDH requirements. Development of the site does not include any new well or septic utilities. The proposed mini storage/self storage facility will not have any extended employee or customer presence and does not necessitate the installation of on-site well and septic.

The site is located within the MUSA and is required to connect to municipal services prior to any new development; however, municipal services are not available to the site at this time. The applicant has requested variance from the requirement to connect with municipal services is discussed further in this report. Staff has included a condition that connections to municipal services shall be required once they are available to connect with the site.

### *Stormwater Management*

The City Engineer's memo provides detailed comments on stormwater management for the site. The proposed stormwater management basin is situated in the south half of the property. Stormwater is ultimately discharged off-site via an existing MnDOT culvert and the applicant is required to obtain MnDOT approval.

### *Wetlands*

A wetland report has been completed showing a small wetland in the southeast corner of the site. Section 1050.010 establishes standards for the wetland overlay district. Wetland buffer monuments are required at each lot line where it crosses a wetland buffer and where needed to indicate the contour of the buffer, with a maximum spacing of 200 feet along the buffers edge. Plans show a 25-foot wetland buffer with adequate signage to delineate the wetland buffer edge. The developer shall be responsible for installation and maintenance of the wetland buffer in compliance with City standards. A detailed planting plan must be provided for review and approval by the City.

### *Landscaping and Buffer Yards*

The Southwest District Design Guidelines recommend landscaping should be designed to work with the existing topography of the area, preserving the rolling hills and natural view corridors. In this case, the majority of the site will be graded and most of the existing vegetation will be removed. The grading plan shows that the finished floor elevations for the proposed buildings will be approximately 8- to 9-feet higher than the finished grades at the north and east property lines.

For the development, Section 1060.070 of the Zoning Ordinance requires 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, and one understory shrub for each 300 square feet of gross building floor area or one shrub per 30 lineal feet of site perimeter, whichever is greater. The Zoning Ordinance standards require 50 overstory trees and 167 shrubs for the proposed development (i.e. the "development trees"). Plans show 61 overstory trees and 181 shrubs, which exceeds the required number of development trees.

Section 1060.070 of the Zoning Ordinance also requires buffer yards and buffer yard plantings be provided when a developing property is adjacent to or across a local street from property in a less intensive zoning district. Buffer yards are required to be located on the outer perimeter of a parcel, extending to the parcel boundary line. Buffer yards must be located within permanent easements. The Zoning Ordinance requires the provision of buffer yards shall be responsibility of the more intensive use. The variance for off-site buffer yard easements is discussed further in the variance section of this report.

The applicant is proposing to utilize off-site vegetation as natural buffers on adjacent property in lieu of providing the required buffer yard plant materials. The proposed off-site natural buffers may only be accepted if the variance for off-site buffer yard

easements are approved. The ordinance gives the City Council discretion to accept major roadways and existing wooded areas as acceptable methods for establishing a buffer yard transition. Staff does not believe the provided plans include enough information to ensure compliance. If the City Council allows the off-site buffer, the applicant must provide a tree survey to ensure the existing woods provide an adequate buffer yard transition.

The applicant is only proposing to preserve existing natural vegetation outside the perimeter of the site within the 20-foot off-site buffer yard is proposed to the north and east. No vegetation is proposed to be preserved on-site and no buffer yard plant materials are proposed within the on-site buffer yard easements where off-site vegetation is proposed to be preserved. The applicant must provide a tree survey that shows the proposed off-site natural vegetation will serve as an adequate transition buffer if the Council supports this off-site buffer. No buffer yard is provided along the south property line as the ordinance allows the Council to waive the buffer requirements on the south because the residential property in Medina is separated from this site by a major roadway (Highway 55).

Property to the west is within the City of Greenfield and zoned Rural Residential district. A Class D 50-foot-wide buffer yard is provided along the west side of the development, but the landscaping does not meet the minimum ordinance requirements. A 40-foot wide future street easement is provided along the west property line. The future street easement could serve as a natural buffer yard to the west; the classification for the future road is not shown on the Comprehensive Plan.

- The City Council should discuss whether a buffer yard is required for property outside of the City of Corcoran's boundaries. (There is no exception in the ordinance and staff believes it is required.)
- If a buffer yard is required along the west property line, the City Council should also discuss whether the future street easement could be used as a natural buffer to meet the buffer yard requirements.

This industrial site is abutting residentially zoned property in the City of Corcoran on the north and west. As such, the minimum number of required overstory trees, understory trees and shrubs for both the development and buffer yards is shown in the table below.

Staff believes that the intent of the buffer yard standards is to have buffer yard plant materials in addition to the required development trees; however, the ordinance does not specifically state this as requirement. If the City Council determines that development trees may be used to fulfill the buffer-yard tree requirements there will be an adequate number of overstory trees and shrubs to comply with the overstory tree requirements, but some plant materials will need to be relocated to buffer yard areas. Plans must also be revised to provide the minimum number of understory trees. The applicant is proposing to provide half the required buffer yard on the north and west on the adjacent property. If the buffer landscaping is required in addition to the

development landscaping and off-site natural buffers are not accepted, the applicant will need to provide additional plant materials to comply with total number of required buffer yard plant materials and development trees as shown in the table below:

|                                         | Required Overstory Trees | Required Understory Trees | Required Shrubs |
|-----------------------------------------|--------------------------|---------------------------|-----------------|
| Development Trees                       | 50                       | N/A                       | 167             |
| Class D 40-foot Buffer Yard (Northwest) | 20                       | 30                        | 60              |
| Class D 50-foot Buffer Yard (West)      | 14                       | 21                        | 42              |
| <b>TOTAL</b>                            | <b>84</b>                | <b>51</b>                 | <b>269</b>      |

The buffer zone shown on the west property and the western 300 feet of the north property line are the only areas where the applicant is showing buffer trees will be planted. However, neither area meets minimum buffer yard planting requirements and must be revised to show compliance regardless of the City Council recommendations regarding off-site buffer yards and whether the development trees can be used to meet the buffer yard landscape requirements.

- The Ordinance does not explicitly require buffer materials in addition to the minimum number development trees. However, staff believe the intent is to require the buffer yard plant materials in addition to the minimum number of development trees as has been required for building setback through additional landscaping standards. The applicant is requesting a variance and the additional trees could be required as a condition of the variance. The City Council should provide direction and this could be clarified as part of an ordinance amendment for simple housekeeping items planned for consideration over the winter.

The applicant has requested variances from the required buffer yard standards to:

1. Utilize required development trees to meet buffer yard plant requirements.
2. Provide the required buffer yard easement area on- and off-site.

The approval of these variances will impact whether the applicant must revise plans to provide on-site buffer-yard easements and/or the required amount of buffer yard plant materials for the whole site. These variances are discussed in detail further in this report.

### Conditional Use Permit

The applicant is requesting a conditional use permit to allow “self storage facilities” for the site. Section 1040.090, Subd. 4 of the Zoning Ordinance allows the landowner to request a conditional use permit if they comply with the following standards:

1. *Units are to be used for dead storage only. Units are not to be used for retailing, auto repair, human habitation, or any commercial activity, except as allowed by this Section.*

Units will be leased to companies and private individuals for storage of items ranging from company vehicles, supplies, automobiles, recreational vehicles, trucks and trailers. No commercial-type vehicles will be allowed within the units. No public traffic or extended employee presence will be allowed. The applicant has also indicated no outdoor storage or outside over-night parking of any kind will be allowed. The City has approved other self-storage projects and has determined that commercial businesses using the units for storage is allowed.

2. *Combining office and/or retail space with a self-service storage facility may be allowed by Conditional Use Permit.*

Combining office and/or retail space with the proposed mini storage/self storage facility is not proposed. The mini storage/self storage facility will not allow for retail or leasing office operations because no bathroom facilities will be provided on site. Signage on proposed Building A will provide prospective customers with contact details for renting units.

3. *Storage of hazardous or flammable materials is prohibited.*

Staff has included a condition that the storage of hazardous or flammable materials is prohibited.

4. *No exterior storage is allowed.*

The applicant has indicated that no exterior storage or over-night parking is allowed on the site. To that effect, the applicant has indicated that they will contract with a towing service to remove vehicles in violation of these rules.

5. *The facility shall be secured by either the walls of the structure and/or fencing. All the doors on the units shall face inward and away from the street and property lines.*

Each unit is secured by the walls of the structure. A gate secures the entrance drive and restricts access to the public. All doors on the units face inwards and away from the adjacent properties.



6. *An on-site manager is only allowed where adequate sanitary facilities are provided, either through the use of a septic system or through connection to the public sanitary sewer system. Use of portable sanitary facilities does not fulfill this requirement.*

As indicated by the applicant, no extended employee presence is planned for the operation of the mini storage/self storage facility. As such, sanitary facilities are not necessary or provided.

The proposed mini storage/self storage must also comply with the general conditional use standards in Section 1070.020 of the Zoning Ordinance, specifically:

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

The proposed mini storage/self storage facility use is consistent with the commercial uses anticipated for areas guided Light Industrial in the Comprehensive Plan. The proposed use does not impact public facilities and capital improvement plans.

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

The establishment 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 of the community if the conditions of approval are met.

Alternatively, the City Council could find that if the variances are granted conditions for this standard have not been met because the reduced building setback and buffer yard encroachment may be detrimental to adjacent properties.

- 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 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 proposed use is a conditional use in the I-1 district and the applicant has worked

with the adjacent landowner to preserve the existing woods outside the perimeter of the site for the purposes of a buffer yard.

Alternatively, the City Council could find that if variances are granted conditions for this standard have not been met because the reduced building setback and buffer yard encroachment may reduce the enjoyment of property and/or diminish property values.

- 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.*

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.

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

Municipal sewer and water are not available to the site and private utilities will not be provided; however, the proposed use does not require sewer or water utilities in order to operate.

Alternatively, if the variance to develop the site in advance of municipal services is not granted the City Council could find this condition is not met.

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

Staff has proposed draft conditions to ensure compliance with the Zoning Ordinance regulations.

- G. The conditional use and site conforms to the performance standards as specified by this Chapter.*

Staff has analyzed the performance standards of this Chapter and has included conditions to ensure compliance with the performance standards.

## Variances

### *Variance for Municipal Services Requirement*

The applicant has requested a variance from the requirement in Section 1040.125, Subd. 1 of the Zoning Ordinance that new development in the I-1 district will be allowed

only when a full range of municipal services and facilities are available to serve the area.

*A. There are practical difficulties in complying with the zoning ordinance.*

New development within the MUSA shall only be allowed when a full range of municipal services and facilities are available to serve the area. The site is located in the 2035-2040 stage of the Comprehensive Plan 2040 Staging Plan map, but the area is subject to a Metropolitan Council study which is not expected to be completed until the next Comprehensive Plan update.

Alternatively, the City Council could find that there is no practical difficulty because the applicant can wait for municipal services to be extended prior to development. In the interim, the applicant does have the ability to develop the property consistent with the UR district standards.

*B. That the conditions upon which a petition for a variation is based are unique to the parcel of land for which the variance is sought and were not created by the landowner.*

The property does not have access to municipal sewer and water services which restricts the ability to develop the site and this condition will not change if the proposed development is approved. This development does not require sewer or water services. The constraints to conform with a connection to municipal sewer and water services were not created by the current landowners.

Alternatively, the City Council could find that all properties outside of the initial Sanitary Sewer Staging area are subject to the same restrictions and the conditions are not unique to this property.

*C. That the granting of the variation will not alter the essential character of the locality.*

The granting of the variation will not alter the essential character of the locality. Allowing redevelopment of the site to Light Industrial from Low Density Residential is consistent with the future land use projected for the site. The surrounding residential properties will remain essentially unchanged. This property is on the western border of the City and allowing development without municipal utilities will preclude development of adjacent properties.

Alternatively, the City Council could find that granting the variation will alter the essential character of the locality because light industrial redevelopment is not anticipated until municipal services are available to serve the area.

*D. The proposed variance would be in harmony with the general purposes and intent of the ordinance.*

The variance will be in harmony with the general purpose and intent of the I-1 district, which is to provide for the establishment of warehousing and light industrial development. While this development is proposed without municipal services available to the site, such services are not required to facilitate the proposed use. The development would be required to connect to municipal services once they become available. Staff recommend this as a condition of approval.

*E. The variance is consistent with the Comprehensive Plan.*

The variance would allow for the development of a mini storage/self storage facility that is consistent with the industrial uses anticipated in the Comprehensive Plan.

*F. The City may impose conditions on the variance to address the impact of the variance.*

Staff has included a condition that when municipal sewer and water are available to the site the applicant will be required to connect the facility to those services.

#### *Variance for On-Site Buffer Yard Requirement*

Section 1060.070, Subd. 2 of the Zoning Ordinance requires a Level D buffer from this I-2 zoned property to the UR zoned property to the north and east. The properties to the south and west are also zoned residential but are outside of City limits. The ordinance provides five options to meet this buffer requirement:

- a. A 30-foot wide buffer yard easement with six overstory trees, nine understory trees, 36 shrubs or tall native grasses and a minimum six-foot tall fence, per 100 feet of distance.
- b. A 40-foot wide buffer yard easement with four overstory trees, six understory trees, 24 shrubs or tall native grasses and a minimum six-foot tall fence, per 100 feet of distance.
- c. A 40-foot wide buffer yard easement with eight overstory trees, 12 understory trees and 24 shrubs or tall native grasses, per 100 feet of distance.
- d. A 50-foot wide buffer yard easement with six overstory trees, nine understory trees and 18 shrubs or tall native grasses, per 100 feet of distance.

- e. A 50-foot wide buffer yard easement with three overstory trees, four understory trees, nine shrubs or tall native grasses and a minimum six-foot tall berm.

Additionally, the ordinance allows the Council to waive the buffer requirements on the south because the Medina property is separated from this site by Highway 55 (a major roadway).

The applicant is proposing to satisfy the requirement on the north and east with a 40-foot-wide buffer yard that straddles the property line with a 20-foot buffer yard around the perimeter of the site on-site and a 20-foot buffer yard off-site. Section 1060.070 of the Zoning Ordinance requires that the location of buffer yards shall be on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. The Ordinance also requires the provision of buffer yards shall be the responsibility of the more intensive use. The applicant is requesting a variance from the requirement that all buffer setback and landscaping be on site.

*A. There are practical difficulties in complying with the zoning ordinance.*

The applicant has indicated there are practical difficulties in complying with the on-site buffer yard requirement because the limited north-south width of the parcel, required setback from Highway 55 and access constraints make it difficult to develop the parcel.

However, the City Council could find that the site could be redesigned to reduce building size, redesign the stormwater or propose a different use that does fit on the site and that the proposed use is simply too big for the site. Economic considerations alone do not constitute a practical difficulty.

*B. That the conditions upon which a petition for a variation is based are unique to the parcel of land for which the variance is sought and were not created by the landowner.*

The constraints of the parcel shape and development constraints unique to the parcel and were not created by the landowner.

However, the City Council could find that the size and shape of this 4.87-acre lot does not preclude development that could comply with the ordinance standard. The variance is only required for this proposal, therefore, the conditions that required the variance are due to applicant's desire to maximize development on the site and are not unique to this site.

*C. That the granting of the variation will not alter the essential character of the locality.*

The City Council could find that granting of the variation will not alter the essential character of the locality. Existing tree stands would be preserved within the 20-foot off-site buffer yard easement. The surrounding residential properties will remain essentially unchanged.

Alternatively, the City Council could find that granting of the variation will alter the essential character of the locality because light industrial redevelopment would not provide the required on-site buffer and would alter the essential character of the locality.

*D. The proposed variance would be in harmony with the general purposes and intent of the ordinance.*

The proposed variance would be in harmony with the general purposes and intent of the ordinance which is to provide 40- and 50-foot wide buffer yard easements. The applicant's proposal would be to provide a 20-foot buffer easement on this property and obtain a 20-foot buffer easement from the neighbor.

However, the City Council could find proposed variance is not in harmony with the intent of the ordinance standard that requires the more intensive land use to be responsible for the provision of required buffer yards which are required to be within the perimeter of the parcel. Buffer-yard easements must be permanent and the provision of off-site easements may impact the future development of adjacent parcels.

*E. The variance is consistent with the Comprehensive Plan.*

The variance would allow for the development of a mini storage/self storage facility that is consistent with the industrial uses anticipated in the Comprehensive Plan.

*F. The City may impose conditions on the variance to address the impact of the variance.*

Staff has included conditions on the variance to address responsibility for and preservation of the required buffer yard easements.

*Variance for Building Setback from Residential Property Line Requirement*

The applicant is requesting a 20-foot setback on the north and east property lines where 50 feet is required from residential properties. The adjacent parcel is zoned UR district which is a residential district.

*A. There are practical difficulties in complying with the zoning ordinance.*

The applicant has indicated there are practical difficulties in complying with the setback requirement because the limited north-south width of the parcel and access constraints make it difficult to develop the parcel once site development constraints are imposed.

However, the City Council could find that the site could be redesigned to reduce building size, redesign the stormwater or propose a different use that does fit on the site in compliance with the Ordinance standards. Economic considerations alone do not constitute a practical difficulty.

*B. That the conditions upon which a petition for a variation is based are unique to the parcel of land for which the variance is sought and were not created by the landowner.*

The constraints of the parcel shape and impact of development constraints are unique to the parcel and were not created by the landowner.

However, the City Council could find that the size and shape of this 4.87-acre lot does not preclude development that could comply with the setback standards. The variance is only required for this proposal, therefore, the conditions that required the variance are due to applicant's desire to maximize development on the site.

*C. That the granting of the variation will not alter the essential character of the locality.*

Granting the variation will not alter the essential character of the locality. Allowing redevelopment of the site to light industrial from low density is consistent with the future land use projected for the site. The adjacent residential properties will remain essentially unchanged. The adjacent properties are guided for industrial development and will be rezoned from UR to I-1 when development proposed. The proposed 20-foot setback on this property is consistent with what will be required when those properties redevelop.

However, the City Council could find granting the reduced building setback variance will alter the essential character of the area by allowing a light industrial development on the site and closer to adjacent residential lots than otherwise anticipated. The adjacent property is currently zoned UR and has an existing home on it. The intent of the 50-foot setback is to protect adjacent residential properties from the impact of industrial development. Allowing the reduced setback will alter the essential character of the locality.

*D. The proposed variance would be in harmony with the general purposes and intent of the ordinance.*

The intent of the I-1 district is to provide for the establishment of warehousing and light industrial development. The proposed self-storage facility use is a low impact use and generally compatible with adjacent low density residential uses. The applicant is proposing a 20-foot setback from the north and east property lines where a 50-foot setback is required. A 20-foot on-site and 20-foot off-site buffer yard will be provided. The only adjacent residential building is situated approximately 150 feet from the nearest proposed building.

However, the City Council could find the proposed variance is not in harmony with the general intent of the Ordinance to provide a transitional area between light industrial buildings and residential lots.

*E. The variance is consistent with the Comprehensive Plan.*

The variance would allow for the development of a mini storage/self storage facility that is consistent with the industrial uses anticipated in the Comprehensive Plan.

*F. The City may impose conditions on the variance to address the impact of the variance.*

None

### Summary

Staff has reviewed the plans with the applicable standards outlined in the Comprehensive Plan and Zoning Ordinance and finds that the standards for the proposed rezoning, conditional use permit and site plan could be met. However, we find that standards for the proposed variances have not been met as outlined in the variance section of the staff report. Staff believes that the buffer yard location and building setback variance standards have not been met and that there is no practical difficulty other than a desire to maximize development on site. Economic considerations alone do not constitute a practical difficulty under the law.

The Planning Commission concurred and voted unanimously to recommend denial. That recommendation has been provided to the Council.



Staff had prepared drafted resolutions for approval of all requests for Planning Commission consideration and has provided copies of those in the packet should the City Council find that the variance standards have been met. Any outstanding issues that must be addressed have been included as conditions in the attached draft resolutions.

## **5. Recommendation**

Move to approve Resolution 2023-69 Denying the request, as recommended by the Planning Commission.

## **Attachments**

1. Resolution Denying the Request
2. Ordinance Approving Rezoning
3. Resolution with Findings of Fact for Rezoning
4. Resolution Approving Site Plan and Conditional Use Permit
5. Resolution Approving Variances
6. Ordinance approving Summary Publication of Rezoning
7. Site Location Map
8. Landscaping Ordinance Amendment dated April 27, 2023
9. City Engineer Memo dated July 24, 2023
10. Public Safety Memo dated July 24, 2023
11. Applicant Narrative dated July 19, 2023
12. Site Plan and Civil Plans dated July 19, 2023
13. Landscape Plan dated July 10, 2023
14. Sample Lease Agreement dated July 10, 2023

**RESOLUTION NO. 2023-69**

**Motion By:**  
**Seconded By:**

**DENYING A REZONING, SITE PLAN, CONDITIONAL USE PERMIT AND VARIANCES FOR THE PROPERTY LOCATED AT 23730 HIGHWAY 55 (PID 31-119-23-33-0001) (CITY FILE NO. 23-016)**

**WHEREAS**, Craig Scherber, (the “applicant”), is requesting approval of a rezoning, site plan, conditional use permit and variances for the property located at 23730 Highway 55, legally described as follows:

*See Exhibit A*

**WHEREAS**, the Planning Commission has reviewed the rezoning, site plan, conditional use permit and variance requests at a duly called Public Hearing and recommends denial.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA**, that it should and hereby does deny the variance requests based on the finding that the Variance Standards in Section 1070.040 of the Zoning Ordinance have not been met, specifically:

1. The requested variance for the Municipal Services Requirement is denied based on the following findings:
  - a. There are no practical difficulties in complying with the Zoning Ordinance. The City finds that the applicant could use the site consistent with existing Urban Reserve zoning standards until such time as municipal services are available. The development is premature.
  - b. That the conditions upon which a petition for a variation is based are not unique to the parcel of land for which the variance is sought and were created by the landowner. The City finds that all properties outside of the initial Sanitary Sewer Staging area are subject to the same restrictions and such conditions are not unique to the property.
  - c. The City finds that granting of the variation will alter the essential character of the locality because light industrial redevelopment is not anticipated until municipal services are available to serve the area.
  - d. The proposed variance would not be in harmony with the general purposes and intent of the ordinance because the intent of the Ordinance is to allow redevelopment of the site once municipal services are available to serve the site.
  - e. The variance is not consistent with the Comprehensive Plan because the proposed development is not anticipated in the area until municipal services are available to serve the site.
2. The requested variance for the on-site buffer yard requirements is denied based on the following findings:
  - a. There are no practical difficulties in complying with the Zoning Ordinance. The City finds that the applicant could redesign the site to reduce building size,

**RESOLUTION NO. 2023-69**

- redesign the stormwater or propose a different use that fits on the site in compliance with the Ordinance standards.
- b. That the conditions upon which a petition for a variation is based are not unique to the parcel of land for which the variance is sought and were created by the landowner. The City finds that the size and shape of this parcel does not preclude development that could comply with the ordinance standards. The variance is only required for this proposal, therefore, the conditions that required the variance are due to applicant's desire to maximize development on the site and are not unique to this site.
  - c. That the granting of the variation will alter the essential character of the locality because light industrial redevelopment would not provide the required on-site buffer and would alter the essential character of the locality.
  - d. The proposed variance would not be in harmony with the general purposes and intent of the ordinance standard that requires the more intensive land use to be responsible for the provision of required buffer yards within the perimeter of the parcel. Off-site easements may impact the future development of adjacent parcels.
  - e. The variance is not consistent with the Comprehensive Plan because the proposed development is not anticipated in the area until municipal services are available to serve the site.
3. The requested variance for the required building setback from residential property lines is denied based on the following findings:
- a. There are no practical difficulties in complying with the Zoning Ordinance. The City finds that the applicant could redesign the site to reduce building size, redesign the stormwater or propose a different use that fits on the site in compliance with the Ordinance standards.
  - b. That the conditions upon which a petition for a variation is based are not unique to the parcel of land for which the variance is sought and were created by the landowner. The City finds that the size and shape of this parcel does not preclude development that could comply with the ordinance standards. The variance is only required for this proposal, therefore, the conditions that required the variance are due to applicant's desire to maximize development on the site and are not unique to this site.
  - c. That the granting of the variation will alter the essential character of the locality by allowing light industrial development on the site and closer to residential lots than otherwise anticipated. The intent of the required 50-foot setback is to protect adjacent residential properties from the impact of industrial development.
  - d. The proposed variance would not be in harmony with the general purposes and intent of the ordinance because the general intent is to provide a transition area between light industrial buildings and residential uses.
  - e. The variance is not consistent with the Comprehensive Plan because the proposed development is not anticipated in the area until municipal services are available to serve the site.

**RESOLUTION NO. 2023-69**

**FURTHER, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA**, that it should and hereby does deny the request for a rezoning based on the finding that the standards in Section 1070.010, Subd. 2 of the Zoning Ordinance have not been met, specifically:

1. The proposed action has been considered in relation to specific policies and provisions of and has been found to be inconsistent with the City Comprehensive Plan, including public facilities and capital improvement plans. The variance standards have not been met to allow development in advance of municipal services.
2. The proposed action does not meet the purpose and intent of the Light Industrial (I-1) district which does not allow new development within the district until a full range of municipal services and facilities are available to serve the area.
3. There is not adequate infrastructure available to serve the proposed action. Municipal services and facilities are not available to serve the area.
4. There is not adequate buffer or transition provided between potentially incompatible districts. The buffer yard variance has not been approved and the applicant must revise plans to comply with the buffer yard standards.

**FURTHER, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA**, that it should and hereby does deny the request for a site plan and conditional use permit based on the finding that it cannot proceed without the requested variances and rezoning.

**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 24<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Tom McKee - Mayor

ATTEST:

\_\_\_\_\_  
Michelle Friedrich – City Clerk

*City Seal*

**RESOLUTION NO. 2023-69**

**Exhibit A**

THAT THAT PART OF SW 1/4 OF SECTION 31, TOWNSHIP 119, RANGE 23, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW 1/4, 379.48 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4, 751.4 FEET, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SW 1/4 TO THE NORTHERLY LINE OF STATE TRUNK HIGHWAY NO. 55, THENCE WESTERLY ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE WEST LINE OF SAID SW 1/4, THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ROAD.

ABSTRACT PROPERTY

**ORDINANCE NO. 2023-XX**

**Motion By:**  
**Seconded By:**

**AN ORDINANCE AMENDING TITLE X (ZONING ORDINANCE) OF THE CITY CODE TO CLASSIFY CERTAIN LAND LOCATED AT 23730 HIGHWAY 55 (PID 31-119-23-33-0001) (CITY FILE NO. 23-016)**

THE CITY OF CORCORAN ORDAINS:

**Section 1.** Amendment of the City Code. Title X of the City Code of the City of Corcoran, Minnesota, is hereby amended by changing the classification on the City of Corcoran Zoning Map from Urban Reserve (UR) district to Light Industrial (I-1) district, described as follows:

*See Exhibit A*

**Section 2.** Effective Date. This Ordinance shall be in full force and effect upon its adoption.

**ADOPTED by the City Council on the 24<sup>th</sup> day of August, 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

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Tom McKee - Mayor

**ATTEST:**

---

Michelle Friedrich – City Clerk

*City Seal*

**ORDINANCE NO. 2023-XX**

**Exhibit A**

THAT THAT PART OF SW 1/4 OF SECTION 31, TOWNSHIP 119, RANGE 23, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW 1/4, 379.48 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4, 751.4 FEET, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SW 1/4 TO THE NORTHERLY LINE OF STATE TRUNK HIGHWAY NO. 55, THENCE WESTERLY ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE WEST LINE OF SAID SW 1/4, THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ROAD.

ABSTRACT PROPERTY

**RESOLUTION NO. 2023-XX**

**Motion By:**  
**Seconded By:**

**APPROVING FINDINGS OF FACT FOR REZONING FOR 23730 HIGHWAY 55 (PID 31-119-23-33-0001) (CITY FILE NO. 23-016)**

**WHEREAS**, Craig Scherber, (the “applicant”), has requested approval to rezone 4.87 acres legally described as follows:

*See Exhibit A*

**WHEREAS**, the Planning Commission has reviewed the request at a duly called Public Hearing and recommends denial.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA**, that it should and hereby does support the request for reclassification of the property, based on the following findings and conditions:

1. The proposed development has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans. The proposed development is consistent with the policies and provisions for the Light Industrial (I-1) district and the Future Land Use Map designates the site as Light Industrial.
2. The proposed mini storage/self storage use of the site meets the purpose and intent of the I-1 district which is to provide a full range of industrial, manufacturing, warehousing and similar uses.
3. There is adequate infrastructure available to serve the proposed action. The proposed mini storage/self storage use does not require sewer and water to operate and no sewer and water infrastructure is proposed as part of the development. There is adequate infrastructure available to serve the proposed action.
4. There is an adequate buffer or transition provided between potentially incompatible districts. Adjacent properties to the north and east are zoned Urban Reserve (UR) district and properties to the south and west are residential. Buffer yard space and vegetation is provided along the north, east and west perimeters of the site to provide adequate transition between the different intensity of uses. Highway 55 to the south of the site provides an adequate transition for residential property to the south.

**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-XX**

**Whereupon, said Resolution is hereby declared adopted on this 23<sup>rd</sup> day of August, 2023.**

\_\_\_\_\_  
**Tom McKee - Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Friedrich – City Clerk**

**City Seal**

**RESOLUTION NO. 2023-XX**

**Exhibit A**

THAT THAT PART OF SW 1/4 OF SECTION 31, TOWNSHIP 119, RANGE 23, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW 1/4, 379.48 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4, 751.4 FEET, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SW 1/4 TO THE NORTHERLY LINE OF STATE TRUNK HIGHWAY NO. 55, THENCE WESTERLY ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE WEST LINE OF SAID SW 1/4, THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ROAD.

ABSTRACT PROPERTY

**RESOLUTION NO. 2023-XX**

**Motion By:**  
**Seconded By:**

**APPROVING A SITE PLAN AND CONDITIONAL USE PERMIT FOR THE PROPERTY  
LOCATED AT 23730 HIGHWAY 55 (PID 31-119-23-33-0001) (CITY FILE NO. 23-016)**

**WHEREAS**, Craig Scherber, (the “applicant”), is requesting approval of a site plan and conditional use permit for the property located at 23730 Highway 55, legally described as follows:

*See Exhibit A*

**WHEREAS**, the Planning Commission has reviewed the site plan and conditional use permit request at a duly called Public Hearing and recommends denial.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA**, that it should and hereby does approve the request, subject to the following findings and conditions:

1. A site plan and conditional use permit are approved to allow for the construction of six buildings for a mini storage/self storage facility as shown on the application and plans received by the City on June 20, 2023 and additional information received on July 10, 2023, July 13, 2023 and July 19, 2023, except as amended by this resolution.
2. Approval of the site plan and conditional use permit is contingent upon approval of the requested rezoning and variances.
3. A conditional use permit is approved, subject to the finding that the applicable criteria as outlined in Section 1070.020 (Conditional Use Permits) of the Zoning Ordinance have been met, specifically:
  - a. The proposed mini storage/self storage use is consistent with the commercial uses anticipated for areas guided Light Industrial in the Comprehensive Plan. The proposed use does not impact public facilities and capital improvement plans.
  - b. The establishment 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 of the community if the conditions of approval are met.
  - 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 or impair property values within the neighborhood. The proposed use is a conditional use in the I-1 district and the applicant has worked with the adjacent landowner to preserve the existing woods outside the perimeter of the site for the purposes of a buffer yard.

**RESOLUTION NO. 2023-XX**

- 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.
  - e. The site is located within the MUSA but municipal sewer and water are not available to the site, nor will private utilities be provided. The proposed use does not require sewer or water in order to operate.
  - f. Staff has proposed draft conditions to ensure compliance with the Zoning Ordinance regulations.
  - g. Staff has analyzed the performance standards of this Chapter and has included conditions to ensure compliance with the performance standards.
4. The conditional use permit must comply with the criteria as outlined in Section 1040.090, Subd. 4 of the Zoning Ordinance, specifically:
- a. Units will not be used for retailing, auto repair, human habitation or any commercial activity, except as allowed by Section 1040.090.
  - b. The only proposed use for the site is a mini storage/self storage facility. No retail sales of goods or purchases will be allowed and no office space will be provided on site for staff or customers.
  - c. No hazardous or flammable materials are allowed for storage on the property.
  - d. No exterior storage or overnight parking (outside of units) is allowed.
  - e. Each unit is secured by the walls of the structure and all unit doors face inwards and away from residential property lines as much as possible.
  - f. No extended employee presence is planned for the mini storage/self storage facility. As such, no sanitary facilities are provided on the site.
5. The applicant must comply with all conditions in the City Engineer's memo dated July 24, 2023.
6. The applicant must comply with the Public Safety Plan review comments dated July 24, 2023.
7. Prior to initiation of grading or any other site work, the applicant must provided a turning radius exhibit to ensure that emergency vehicles can safely move throughout the site and update the site plan as needed to ensure compliance.
8. The applicant is responsible for obtaining an access permit from MnDOT.
9. The applicant is responsible for obtaining approval and financing any requirements from MnDOT including for any work within or affecting the MnDOT right-of-way.

**RESOLUTION NO. 2023-XX**

10. The plans must be revised to show all signs in the Highway 55 and City of Greenfield rights-of-way adjacent to the new access road. The applicant is responsible for obtaining approval from sign owners for removing and relocating road signs where the proposed access drive is situated.
11. Detailed description of the proposed building materials and cut sheets must be provided for review and approval by City staff.
12. The existing driveway and access to the residential building on 23730 Highway 55 shall be removed.
13. If the proposed street (as shown in the Southwest District Guidelines) along the west property line is constructed, access to State Highway 55 shall be removed and redirected to the new street.
14. All permanent wetland buffer monument signs must be erected along the wetland buffer line as required by Section 1050.010, Subd. 7 of the Zoning Ordinance.
  - a. Wetland buffer monument signs must be purchased from the City.
  - b. Wetland buffer monument signs must be installed on treated 4"x4" wooden posts.
  - c. The installation of wetland monument buffer signs according to the approved plan must be certified by a registered land surveyor.
  - d. Wetland buffers must be planted and inspected by the City prior to issuance of building permits.
  - e. Where buffer areas are not vegetated or have been disturbed within the last 10 years, such buffer areas shall be replanted and maintained according to the standards in Section 1050.010, Subd. 8 of the Zoning Ordinance.
    - i. If existing wetland buffers are proposed to remain, the City's wetland buffer specialist must inspect and confirm existing buffers are undisturbed an in an acceptable condition.
15. Drainage and utility easements shall be provided over all wetlands, wetland buffers and ponds.
16. Sign permits will be required prior to the installation of any signs.
17. If trees marked for preservation are removed during construction the applicant shall be required to provide an equivalent caliper-inch replacement for the lost trees.
18. Plans must be revised to show the signs in the Highway 55 right-of-way and proposed relocation areas (subject to MnDOT approval).
19. The off-site buffer as shown on the plans is acceptable, subject to the following conditions:
  - a. The plans must be revised to show a detailed survey of all existing trees in the off-site buffer to ensure compliance with the buffer yard standards in Section 1060.070 of the Zoning Ordinance. If additional trees and/or shrubs are required too meet the ordinance requirements, the applicant must obtain written permission from the landowner to plant on their property and provide a copy to the City.

**RESOLUTION NO. 2023-XX**

- b. The on-site and off-site buffer yards must be placed in a permanent conservation easement. The conservation easement shall provide standards for establishment and maintenance of the buffer in perpetuity.
- c. Plans must be revised to show:
  - i. 20 overstory trees, 30 understory trees and 60 shrubs or tall native grasses in the 40-foot wide Class D buffer to the northwest.
  - ii. 14 overstory trees, 21 understory trees and 42 shrubs or tall native grasses in the 50-foot wide Class D buffer to the west.

FURTHER, that the following conditions must be met prior to issuance of building permits:

- 20. The developer shall enter into a site improvement performance agreement and submit a financial guarantee for the work as outlined in Section 1070.050, Subd. 9 of the Zoning Ordinance.
- 21. A building permit is required prior to beginning construction.
- 22. The applicant shall submit any and all necessary permits to the watershed and receive approval and provide proof of permits to the City.
- 23. A site improvement performance agreement must be executed by the developer and City and must be recorded at Hennepin County.
- 24. The following documents must be approved by the City Attorney:
  - a. Site Improvement Performance Agreement.
  - b. Stormwater Maintenance Agreement.
  - c. Buffer Yard Conservation Easements.
  - d. Rental/Lease Agreement.
- 25. The following documents must be recorded at Hennepin County and proof of recording provided to the City:
  - a. Approving Resolutions.
  - b. Site Improvement Performance Agreement.
  - c. Stormwater Maintenance Agreement.
  - d. Buffer Yard Conservation Easements

FURTHER, that the following conditions must be met prior to release of remaining escrow:

- 26. Any request for the City to inspect the required landscaping in order to reduce financial guarantees must be accompanied by recertification/verification of field inspection by the project Landscape Architect. A letter signed by the project Landscape Architect verifying plantings (including wetland and pond buffers) have been correctly installed in compliance with the plans and specifications will suffice.
- 27. Any request for the City to inspect the required pond and wetland buffers in order to reduce financial guarantees must be accompanied by a recertification/verification of field inspection by the project Landscape Architect. A letter signed by the Landscape

**RESOLUTION NO. 2023-XX**

Architect verifying buffers have been correctly seeded in compliance with the plans and specifications will suffice.

28. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use and completes the required improvements.

**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 23<sup>rd</sup> day of August, 2023.

\_\_\_\_\_  
Tom McKee - Mayor

ATTEST:

\_\_\_\_\_  
Michelle Friedrich – City Clerk

*City Seal*

**RESOLUTION NO. 2023-XX**

**Exhibit A**

THAT THAT PART OF SW 1/4 OF SECTION 31, TOWNSHIP 119, RANGE 23, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW 1/4, 379.48 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4, 751.4 FEET, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SW 1/4 TO THE NORTHERLY LINE OF STATE TRUNK HIGHWAY NO. 55, THENCE WESTERLY ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE WEST LINE OF SAID SW 1/4, THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ROAD.

ABSTRACT PROPERTY



**RESOLUTION NO. 2023-XX**

**Motion By:**  
**Seconded By:**

**APPROVING VARIANCES FOR THE PROPERTY LOCATED AT 23730 HIGHWAY 55 (PID 31-119-23-33-0001) (CITY FILE NO. 23-016)**

**WHEREAS**, Craig Scherber, (the “applicant”), is requesting approval of variances for the property located at 23730 Highway 55, legally described as follows:

*See Exhibit A*

**WHEREAS**, the Planning Commission has reviewed the variance requests at a duly called Public Hearing and recommends denial.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA**, that it should and hereby does approve the request, subject to the following findings and conditions:

1. The requested variance from the Municipal Services Requirement is approved based on the following findings:
  - a. That there are practical difficulties in complying with the Zoning Ordinance. New development within the MUSA shall only be allowed when a full range of municipal services and facilities are available to serve the area. The site is located in the 2035-2040 stage of the Comprehensive Plan 2040 Staging Plan map, but the area is subject to a Metropolitan Council study which is not expected to be completed until the next Comprehensive Plan update. The property does not have access to municipal sewer and water services which restricts the ability to develop the site and this condition will not change if the proposed development is approved. This development does not require sewer or water services. The constraints to conform with a connection to municipal sewer and water services were not created by the current landowners.
  - b. That the conditions upon which a petition for a variation is based are unique to the parcels of land for which the variance is sought and were not created by the landowners. The property does not have access to municipal water and sewer services which restricts the ability to develop the site and this condition will not change with an approved development.
  - c. That the granting of the variation will not alter the essential character of the locality. The granting of the variation will not alter the essential character of the locality. Allowing redevelopment of the site to Light Industrial from Low Density Residential is consistent with the future land use projected for the site. The surrounding residential properties will remain essentially unchanged.
  - d. The proposed variance would be in harmony with the general purposes and intent of the ordinance. The variance will be in harmony with the general purpose and intent of the I-1 district, which is to provide for the establishment of warehousing and light industrial development.
  - e. The variance is consistent with the Comprehensive Plan. The variance would allow for the development of a mini storage/self storage facility that is consistent with the industrial uses anticipated in the Comprehensive Plan.

**RESOLUTION NO. 2023-XX**

- f. The City may impose conditions on the variance to address the impact of the variance. The applicant shall be required to connect the site to municipal sewer and water when those services are available to the site.
2. The requested variance from the on-site buffer yard requirements is approved based on the following findings:
  - a. That there are practical difficulties in complying with the Zoning Ordinance. The applicant has indicated there are practical difficulties in complying with the on-site buffer yard requirement because the limited north-south width of the parcel, required setback from Highway 55 and access constraints make it difficult to develop the parcel.
  - b. That the conditions upon which a petition for a variation is based are unique to the parcels of land for which the variance is sought and were not created by the landowners. The constraints of the parcel shape and development constraints unique to the parcel and were not created by the landowner.
  - c. That the granting of the variation will not alter the essential character of the locality. Existing tree stands will be preserved within the 20-foot off-site buffer yard easement and surrounding properties will remain essentially unchanged.
  - d. The proposed variance would be in harmony with the general purposes and intent of the ordinance. The proposed variance would be in harmony with the general purposes and intent of the ordinance which is to provide 40- and 50-foot wide buffer yard easements. The applicant's proposal would be to provide a 20-foot buffer easement on this property and obtain a 20-foot buffer easement from the neighbor.
  - e. The variance is consistent with the Comprehensive Plan. The variance would allow for the development of a mini storage/self storage facility that is consistent with the industrial uses anticipated in the Comprehensive Plan.
  - f. The City may impose conditions on the variance to address the impact of the variance. Off-site buffer yards shall be provided in permanent easements. The applicant shall be responsible for the preservation of trees and maintenance of the on- and off-site buffer yard easements and plant materials.
3. The requested variance from the required building setbacks from residential property lines is approved based on the following findings:
  - a. That there are practical difficulties in complying with the Zoning Ordinance. The applicant has indicated there are practical difficulties in complying with the on-site buffer yard requirement because the limited north-south width of the parcel and access constraints make it difficult to develop the parcel once site development constraints are imposed.
  - b. That the conditions upon which a petition for a variation is based are unique to the parcels of land for which the variance is sought and were not created by the landowners. The constraints of the parcel shape and impact of development constraints are unique to the parcel and were not created by the landowner.
  - c. That the granting of the variation will not alter the essential character of the locality. Allowing redevelopment of the site to light industrial from low density is consistent with the future land use projected for the site. The adjacent residential properties will remain essentially unchanged. The proposed buffer yard will provide an adequate transition between the reduced setback and adjacent

**RESOLUTION NO. 2023-XX**

- properties. The proposed 20-foot setback is consistent with the required setback for when adjacent residential properties redevelop as light industrial.
- d. The proposed variance would be in harmony with the general purposes and intent of the ordinance. The intent of the I-1 district is to provide for the establishment of warehousing and light industrial development and the proposed self storage facility use is a low impact use generally compatible with adjacent low-density residential areas. The adjacent residential building to the east is situated approximately 150 feet from the nearest self storage building.
  - e. The variance is consistent with the Comprehensive Plan. The variance would allow for the development of a mini storage/self storage facility that is consistent with the industrial uses anticipated in the Comprehensive Plan.

**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 23<sup>rd</sup> day of August, 2023.

\_\_\_\_\_  
Tom McKee - Mayor

ATTEST:

\_\_\_\_\_  
Michelle Friedrich – City Clerk

*City Seal*

**RESOLUTION NO. 2023-XX**

**Exhibit A**

THAT THAT PART OF SW 1/4 OF SECTION 31, TOWNSHIP 119, RANGE 23, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW 1/4, 379.48 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4, 751.4 FEET, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SW 1/4 TO THE NORTHERLY LINE OF STATE TRUNK HIGHWAY NO. 55, THENCE WESTERLY ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE WEST LINE OF SAID SW 1/4, THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ROAD.

ABSTRACT PROPERTY

**ORDINANCE NO. 2023-xx**

**Motion By:  
Seconded By:**

**CITY OF CORCORAN**

**SUMMARY OF ORDINANCE NO. 2023-xx**

**AN ORDINANCE AMENDING TITLE X (ZONING ORDINANCE) OF THE CITY CODE TO  
CLASSIFY CERTAIN LAND LOCATED AT 23730 HIGHWAY 55 (PID  
31-119-23-33-0001) (CITY FILE NO. 23-016)**

Title X of the City Code of the City of Corcoran, Minnesota, is hereby amended by changing the classification on the City of Corcoran Zoning Map to Light Industrial (I-1).

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.

**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 24<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Tom McKee - Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Friedrich – City Clerk

*City Seal*



# Hennepin County Property Map

Date: 7/26/2023



PARCEL ID: 3111923330001

OWNER NAME: Craig E Scherber

PARCEL ADDRESS: 23730 State Hwy No 55, Corcoran MN 55357

PARCEL AREA: 4.87 acres, 211,960 sq ft

A-T-B: Abstract

SALE PRICE:

SALE DATE:

SALE CODE:

ASSESSED 2022, PAYABLE 2023  
PROPERTY TYPE: Residential  
HOMESTEAD: Non-Homestead  
MARKET VALUE: \$300,000  
TAX TOTAL: \$3,870.36

ASSESSED 2023, PAYABLE 2024  
PROPERTY TYPE: Residential  
HOMESTEAD: Non-Homestead  
MARKET VALUE: \$271,900

## Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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## 1060.070 – LANDSCAPING

- Subd. 1. Purpose. The purpose of this Ordinance is to provide for a diversity of landscaping plant materials and design elements within the City through the establishment of minimum standards for landscape plans and maintenance requirements for required landscaping.
- Subd. 2. Required Landscaping and Maintenance. Prior to approval of a building permit, all semi-public, non-residence uses, and residential developments of four units or more, shall be subject to a mandatory landscape plan and specification requirements. Residential developments of less than 4 units shall not require a landscape plan but shall be required to install a minimum number of trees as outlined in this Section, item G.
- A. The landscape plan shall be developed with an emphasis upon the boundary or perimeter of the proposed site at points adjoining other property and the immediate perimeter of the structure.
  - B. Required Ground Cover. The lot area remaining after providing for off-street parking, off-street loading, sidewalks, driveways, building site and/or other requirements shall be sodded or seeded and mulched within 30 days of building occupancy or a financial guarantee shall be provided to guarantee said installation.
  - C. Required Plantings. In addition to required ground cover specified in Subd. 2(B) above and exclusive of required buffering or screening, all new development shall be landscaped using ornamental grass, shrubs, trees or other acceptable vegetation or treatment generally used in landscaping within one year following the date of building occupancy. Where landscaping is required as part of City approvals, any plant material that is diseased or dies shall be replaced with a like kind of the original size. No landscaped area shall be used for the parking of vehicles or for the storage or display of materials, supplies or merchandise, unless specifically approved by the City.
  - D. Minimum Size Requirements. All plants must at least equal the following minimum size:

| <b>Table 1 – Minimum Plant Size Requirements</b>         |                                          |
|----------------------------------------------------------|------------------------------------------|
|                                                          | Potted/Bare Root or Balled and Burlapped |
| Shade Trees (overstory)                                  | 2.5-inch diameter                        |
| Ornamental Trees (understory)                            | 1.5-inch diameter                        |
| Evergreen Trees (overstory)                              | 4-6 feet high                            |
| Tall Shrubs and Hedge Material (deciduous or coniferous) | 3-4 feet high                            |
| Low Shrubs (deciduous)                                   | 5 gallon                                 |

- E. Spacing. Plant material centers shall not be located closer than 3 feet from the fence line or property line and shall not be planted to conflict with public plantings based on the judgment of the City staff.
  
- F. Types of Plantings. The landscape plan shall be reviewed by City staff to ensure that appropriate plant materials are used to accomplish the intent of the landscaping, including screening where required.
  
- G. Number of Plantings. The minimum number of plantings on any given site shall be as follows:
  - 1. Residential uses shall provide a minimum of one overstory tree per dwelling unit.
  
  - 2. Non-Residential Uses. Non-residential uses shall contain at a minimum:
    - a. 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.
  
    - b. One understory shrub for each 300 square feet of building or one tree per 30 lineal feet of site perimeter, whichever is greater.
  
  - 3. Understory Trees. Up to 50 percent of the required number of overstory trees may be substituted with the use of understory trees in combination with other design elements. In such cases, not less than 3 understory trees shall be provided for each one required overstory tree substituted.
  
  - 4. At the sole discretion of the City, a portion of the total number of required trees for any development may be planted at a public location when it is determined by the City that site constraints or existing vegetation limit the ability to plant on site. Cash fees based on the estimated cost of materials and installation of required



materials may be substituted for public location planting at the discretion of the City.

5. No more than 33 percent of the required number of trees shall be of one species.
- H. Irrigation. Underground irrigation shall be required on all new multi-family and non-residential development where municipal water is available.
- I. Landscape Guarantee. All new plants shall be guaranteed for 2 full years from the time planting has been completed. All plants shall be alive and in satisfactory growth at the end of the guarantee period or be replaced per the approved plan. Security in the form of letter of credit or cash shall be provided to guarantee the installation per the approved plan.
- J. Required Screening and Buffering.
  1. Buffer Yards.
    - a. Definition. For the purpose of this Section, a buffer yard shall be a land area containing landscaping, berms, fences, or some combination thereof used to promote orderly transition between developments and to minimize the adverse impacts of differing land uses. Buffer yards shall be preserved in perpetuity by an easement or an outlet.
    - b. Required Buffer Yard. A buffer yard shall be required when a developing property is adjacent to or across a local street from property in a less intensive zoning district.
      - i. The buffer yard standards only apply to the parcels abutting the conflicting zoning district.
      - ii. Parcels within the same development are not required to adhere to the buffer yard requirements. The buffer yard requirement applies only to the perimeter of the development.
      - iii. A buffer yard shall not be required for new developments adjacent to or across a local street from a permanently undevelopable parcel, such as an outlet for stormwater ponds, but shall be required adjacent to outlots that may be developed in the future.

- iv. A buffer yard shall not be required for existing developed parcels if they are replatted as long as there is no change in use or building expansion.
- c. Responsibility. Provision of buffer yards shall be the responsibility of the more intensive use and shall be required at the time of development.
- d. Location of Buffer Yard. Buffer yards, when required, shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line.
  - i. Buffer yards shall not be located on any portion of an existing or dedicated public right-of-way or private street easement, unless otherwise specified by this ordinance.
  - ii. Buffer yards may be located within required yard setbacks. Structures must comply with both the setbacks in the zoning district and the buffer yard requirements.
- e. Determination of Buffering Level. This subsection applies to proposed developments that are adjacent to an existing residential neighborhood. Matching the development to the adjacent existing neighborhood in the following chart determines the level of buffering required.
  - i. If the proposed development is in a PUD zoning district, the underlying zoning district used to establish the PUD shall be used to determine the buffering level.
  - ii. A buffer level of "X" denotes a buffer yard is not required.
  - iii. Perimeter Setback. For a buffer yard requirement noted with an asterisk (\*) in Table 2, the development is required to maintain side and rear setbacks equivalent to the rear setback requirement. No additional buffer plantings are required in the setback.

| <b>Table 2 – Determination of Buffering Level</b> |                  |                                      |    |       |       |       |                  |    |     |    |                |         |
|---------------------------------------------------|------------------|--------------------------------------|----|-------|-------|-------|------------------|----|-----|----|----------------|---------|
|                                                   |                  | Proposed Development Zoning District |    |       |       |       |                  |    |     |    |                |         |
|                                                   |                  | UR                                   | RR | RSF-1 | RSF-2 | RSF-3 | RMF <sub>1</sub> | MP | TCR | PI | C <sub>2</sub> | BP, I-1 |
| Zoning of Existing Neighborhood                   | UR               | *                                    | X  | A     | A     | B     | C                | C  | D   | D  | D              | D       |
|                                                   | RR               | X                                    | *  | A     | A     | B     | C                | C  | D   | D  | D              | D       |
|                                                   | RSF-1            | X                                    | X  | *     | A     | A     | B                | B  | C   | C  | C              | D       |
|                                                   | RSF-2            | X                                    | X  | X     | *     | A     | B                | B  | C   | C  | C              | D       |
|                                                   | RSF-3            | X                                    | X  | X     | X     | *     | A                | B  | B   | B  | B              | C       |
|                                                   | RMF <sub>1</sub> | X                                    | X  | X     | X     | X     | *                | A  | B   | B  | B              | C       |
|                                                   | MP               | X                                    | X  | X     | X     | X     | X                | *  | B   | B  | B              | B       |

1 Zoning district RMF includes RMF-1, RMF-2, and RMF-3

2 Zoning district C includes DMU, GMU, CR, C-1, and C-2

- f. Options for Buffer Yard Classes. The following table is used to list appropriate landscape buffer options to fulfill the requirements of the buffer yard classes in Table 2 of this Section. Proposed alternatives must be approved by City Council.

| <b>Table 3 – Buffer Yard Options</b> |         |                                  |                                   |                                                        |                         |
|--------------------------------------|---------|----------------------------------|-----------------------------------|--------------------------------------------------------|-------------------------|
| Buffer Yard Class                    | Width   | Overstory Plantings <sub>1</sub> | Understory Plantings <sub>1</sub> | Shrubs or Tall Native Prairie Plantings <sub>1 2</sub> | Structures <sub>3</sub> |
| A <sub>4</sub>                       | 10 feet | 1                                | 2                                 | 0                                                      | None                    |
|                                      | 15 feet | 1                                | 1.5                               | 0                                                      | None                    |
|                                      | 20 feet | 0.5                              | 1.25                              | 0                                                      | None                    |
| B                                    | 10 feet | 1                                | 4                                 | 6                                                      | Minimum 4-foot fence    |
|                                      | 20 feet | 3                                | 6                                 | 9                                                      | None                    |
|                                      | 20 feet | 1                                | 2                                 | 3                                                      | Minimum 4-foot fence    |
|                                      | 30 feet | 2                                | 4                                 | 12                                                     | None                    |
|                                      | 30 feet | 1                                | 2                                 | 4                                                      | Minimum 4-foot berm     |
| C                                    | 20 feet | 3                                | 3                                 | 12                                                     | Minimum 4-foot fence    |
|                                      | 30 feet | 2                                | 2                                 | 9                                                      | Minimum 4-foot fence    |
|                                      | 30 feet | 4                                | 6                                 | 24                                                     | None                    |
|                                      | 40 feet | 3                                | 4                                 | 18                                                     | None                    |
|                                      | 40 feet | 2                                | 2                                 | 12                                                     | Minimum 4-foot berm     |
| D                                    | 30 feet | 6                                | 9                                 | 36                                                     | Minimum 6-foot fence    |
|                                      | 40 feet | 4                                | 6                                 | 24                                                     | Minimum 6-foot fence    |
|                                      | 40 feet | 8                                | 12                                | 24                                                     | None                    |
|                                      | 50 feet | 6                                | 9                                 | 18                                                     | None                    |
|                                      | 50 feet | 3                                | 4                                 | 9                                                      | Minimum 6-foot berm     |

<sub>1</sub> per 100 feet of distance

<sub>2</sub> Requirement must be met by shrubs, tall native prairie plantings, or a combination deemed acceptable by the City

<sub>3</sub> Fences are subject to requirements in Section 1060.080

<sub>4</sub> A local road fulfills the Buffer Yard Class A requirement

- g. Planting Requirements.
  - i. All plantings shall be subject to the size and spacing requirements in Subd. 2(D) and 2(E) of this Section.
  - ii. Plantings used to meet the buffer yard requirement shall be native or naturalized species approved by City Council. Naturalized plants are defined as plant species that grow and reproduce outside their native homelands, with little to no effect on their new environment.
- h. Natural Buffers. Any of the following buffers may qualify as an acceptable method of attainment for transitioning (in whole or in part) if deemed acceptable by City Council:
  - i. Existing topographical features on vacant lands such as hills and swales.
  - ii. Wetlands, lakes, rivers and streams.
  - iii. Major Roadways. Major Roadways are Principal Arterial, A Minor Reliever, A Minor Expander and A Minor Connector Roadways as shown on the 2040 Roadway Functional Classification map in the 2040 Comprehensive Plan.
  - iv. Local Roads as shown on the as shown on the 2040 Roadway Functional Classification map in the 2040 Comprehensive Plan may fulfill the Buffer Yard Class A requirement.
  - v. Existing wooded areas.
- i. Use of buffer yards. Buffer yards shall be left in a predominantly undeveloped state.
  - i. Plantings in addition to those required by this ordinance are permitted.
  - ii. No passive recreation, paths, storage containers, lighting fixtures, raised planting beds or any permanent structures shall be allowed.
  - iii. Temporary structures such as benches shall be allowed.
  - iv. Paving shall be limited to areas necessary to provide access to the subject property.

- v. Stormwater ponds and bio-retention ponds are allowed in perimeter setbacks. They are allowed to encroach a maximum of 10 feet into required buffer yards.
  - j. Ownership of Buffer Yards. Ownership of the buffer yard will vary depending on whether it is an outlot or an easement.
    - i. Buffer yards shall remain in the ownership of the original developer, or they shall be transferred to any consenting grantees, such as adjoining landowners, a homeowners association, or an open-space or conservation group, subject to City approval.
    - ii. Any such conveyance must adequately guarantee the establishment, maintenance, and protection of the buffer yard for its intended purpose in perpetuity.
    - iii. Easements protecting the buffer shall be recorded against the property and filed at Hennepin County.
  - k. Enforcement. Any person, firm, or corporation who violates any provision of this code for which another penalty is not specifically provided, shall, upon conviction, be guilty of a misdemeanor. The penalty for any crime that is a misdemeanor under this code, including Minnesota Statutes specifically adopted by reference, shall be identical to the penalty enumerated in MN Stat. §609.02, Subd. 3, as amended from time to time.
2. Screening with the use of landscaping, fencing and walls should be accomplished with the existing topography where possible. When the existing topography prohibits effective screening, berming may be used.
- a. Planting screens are the preferred method of screening. The planting screen shall consist of hardy trees that will provide a minimum of 80 percent opacity year-round. Planting screens shall contain a mix of overstory and understory plantings and a mix of deciduous and coniferous materials.
  - b. Fences or walls may be used in conjunction with landscaping to provide screening. When required for screening, a minimum of 80 percent opacity shall be provided. No landscaping or screening shall interfere with driver or pedestrian visibility for vehicles entering or exiting the premises.

- c. Earth berms may be used for screening when topography requires the earth berm to adequately screen the property. Berms shall not exceed 3:1 slope.
  - 3. Parking areas with 4 or more stalls shall be screened from properties guided or zoned residential and from public streets. Screening to a height of at least 3 feet shall be provided to screen vehicle headlights.
  - 4. Loading and service areas shall be screened from properties guided or zoned residential and from public streets.
- K. Building Setback Flexibility through Additional Landscaping. A reduction in the required front setback adjacent to arterial streets may be approved by the City Council if the applicant provides landscaping beyond the minimum requirements or preserves significant landscaping in this area. The required setback may be reduced up to 40 percent if the applicant provides a minimum of one overstory deciduous tree, one overstory coniferous tree, 2 ornamental trees and 10 understory shrubs per 100 feet of the length of the property line where the flexibility is requested, or preserves the equivalent amount of existing trees and shrubs. These materials must be provided in addition to the minimum landscape requirements.
- L. Parking Setback Flexibility through Additional Landscaping. A reduction in the required front setback adjacent to arterial streets may be approved by the City Council if the applicant provides landscaping beyond the minimum requirements or preserves significant landscaping in this area. The required setback may be reduced to the required front setback from other streets in that district if the applicant provides a minimum of one overstory deciduous tree, one overstory coniferous tree, 2 ornamental trees and 10 understory shrubs per 100 feet of the length of the property line where the flexibility is requested, or preserves the equivalent amount of existing trees and shrubs. These materials must be provided in addition to the minimum landscape requirements.

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To: Kevin Mattson, PE Public Works Director      From: Kent Torve, PE City Engineer  
Steve Hegland, PE  
Ben Otto, EIT

Project: Corcoran Storage II      Date: July 24, 2023

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**Exhibits:**

This Memorandum is based on a review of the following documents:

- Architectural Plans, Prepared by SDK Architects, dated 06/20/2023
- Drainage Analysis, Prepared by Civil Engineering Site Design, Dated 07/19/2023
- Land Use Application, Prepared by Civil Engineering Site Design, Dated 06/20/2023
- Narrative, Prepared by Craig Scherber, Dated 07/19/2023
- Survey 23730 HWY 55, Prepared by Northwestern Surveying and Engineering, Dated 06/16/2023
- Corcoran Storage II Plans, Prepared by Civil Engineering Site Design, Dated 07/19/2023

**General:**

The stormwater management system needs revision and additional review will be performed.

1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
2. In addition to engineering related comments per these plans, the proposed plans are subject to additional planning comments and all other applicable codes of the City of Corcoran.
3. Final approval by the Elm Creek Watershed Management Commission must be attained before any grading or site work activity may commence. City must provide signature on application to watershed for watershed to begin review. Preparation of and compliance with a SWPPP shall be required for construction.

**Future Street and Storage Facility Access Driveway**

1. Submit copy of MnDOT access approval.
2. Applicant is proposing a 24' street driveway from Highway 55 also the drive entrance into their site. Both of these meet the standard as required by the City of Corcoran.
3. A 40' Street Easement is being proposed at the entrance to the development. At this time, the developer is proposing to construct a 24' driveway access within the 40' easement which shall be constructed by and maintained by the developer. If in the future, additional development to the north necessitates the need for a shared drive or public roadway, this corridor should be further evaluated. This may include a shared roadway with the City of Greenfield as there is an existing 39.5' ROW within the City of Greenfield along the shared lot line.
4. The language for the street easement shall be reviewed and approved by the City Attorney.

## Grading

1. The contours to the south and east of the pond shall be a maximum of 4:1 slopes. Applicant shall verify that all other 3:1 are adequate for their site operations and can be maintained by their staff.
2. Drainage swales between buildings should be further detailed with spot elevations to ensure site drains properly.
3. Additional spot elevations shall be added along western property line to ensure water isn't trapped and affects offsite property to the west.

## Stormwater

1. Show the offsite path for the north drainage route that appears to eventually discharge to the TH 55 / MnDOT 48-inch pipe and provide MnDOT approval permit.
2. The eastern proposed discharge is into an existing gully that has been field inspected and is shown to be eroded with downed timber and debris. The applicant shall submit a design for clearing and stabilization of this area which ensures the site remains stabilized at and around the proposed discharge point to the existing MNDOT culvert. MnDOT shall review and approve of any work in the ROW.
3. Provide a minimum separation of 1' between the HWL and the EOF of the basin and an additional 1' between the EOF and the top of berm. Pond shows a HWL of 1058.7 and an EOF at an elevation of 1059.50 not meeting the 1' requirement.
4. City strongly prefers a NURP pond with filter bench (offset to one side of the pond) be used with adequate maintenance access. The filter bench design is efficient from land use and requires less future maintenance as compared to other treatment options.
  - a. Show filtration tile/trench on plan view and a profile. Current filtration detail shall be removed and City standard should be shown.
5. Show driveway culvert under the access along HWY 55. Submit calculations and a copy of MNDOT approval.

## Modeling

1. Soils show dual classification hydrologic soil groups C/D. Model shall use C soils in the existing conditions model and downgraded one letter to D soils in proposed conditions modeling unless left undisturbed.
2. Within the model, turn off the minimum time of concentration (TC) option. The TC's should be calculated using sheet and shallow concentrated flow. A direct entry TC of 7 minutes is allowed in the proposed condition.
3. TC calculations for existing conditions appear to be underestimated. For example, the TC's would increase using sheet flow with woods surface instead of the calculations associated with grass. Update the TC calculations accordingly and submit calculation of TC flow paths.
4. Provide the pond elevation contours below the NWL for Pond 11P Filtration Basin so that volumes can be reviewed and verified.
5. It appears that areas to the west of the plat boundary may drain toward and through the site. These offsite drainage areas shall be shown on existing drainage figure and incorporated into the stormwater management plan.



July 2023

Corcoran Storage II

Kevin Mattson

Page 3 of 3

## **Construction Plans and Details**

### Stormwater

1. Provide additional detail for the revised filtration basin submittal. The following must be updated for clarity:
  - a. The filtration trench area of the basin should be shown with a hatch or keynotes on the plans.
  - b. Show tile linework, clean out locations, inverts, and slopes on the plans and profile.
  - c. Provide elevations on the filtration cross section detail.
2. Plans must show TRM call out and hatching for pond EOF per Corcoran detail STO-12.
3. Plans must show a pond maintenance access route.
4. Bituminous details call out a sand drainage layer but no drain tile is provided. We recommend placing drain tile within subdrainage layer.
5. The SWPPP identifies an impaired water within 1 mile of the project site. Update SWPPP for compliance included enhanced inspection timelines.

### Sewer and Water

1. This area is not within the current MUSA. The applicant has not identified the need to sewer or water with this facility.
2. The City shall be provided permits for the abandonment of the existing well and removal of existing septic system within the property.

**End of Comments**



## CITY OF CORCORAN

8200 County Road 116, Corcoran, MN 55340

763.420.2288

E-mail - [general@corcoranmn.gov](mailto:general@corcoranmn.gov) / Web Site - [www.corcoranmn.gov](http://www.corcoranmn.gov)

# Memo

**To:** Planning (Planners Lindahl and Davis McKeown)  
**From:** Lieutenant Burns  
**Date:** July 24, 2023  
**Re:** City File 23-016 Corcoran Storage II Site Plan

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A Public Safety plan review meeting was held on July 12, 2023 to review a site plan application received by the City on June 20, 2023 for 23730 Highway 55. In attendance were: Lieutenant Ryan Burns, Planner Davis McKeown, Fire Chief Leuer, Fire Chief Malewicki, Fire Chief Farrens, and Building Official Geske. The comments below are based on the preliminary review of the plans and are intended as initial feedback, and further plan review will need to be completed as construction plans are finalized.

1. 150' hose pull is required throughout the site.
2. A turn radius exhibit is required.
3. The proposed turn around needs to meet City standards.
4. The driveway into the site needs to accommodate two-way traffic with a minimum width of 24' to meet engineering standards.

## Executive Summary

Storage space is in demand and this development responds to fill that need for the area surrounding the West Metro of Hennepin County. The buildings are attractive, well-built and will be a welcomed addition to the City of Corcoran.

## Overview

Craig Scherber proposes this project for the City of Corcoran's consideration. The Project will be located at 23730 State Highway 55 in Corcoran, Minnesota. Building spaces will be leased to companies and private individuals seeking protected and secure storage for their possessions ranging from company vehicles, supplies, automobiles, recreational vehicles, trucks and trailers. Each rental space has its own entrance, its individual level of interior finishes, its own power, heat and lighting.

Home-based businesses located in the City of Corcoran and surrounding communities will now have an option to office out of their home per city ordinances, but store their business equipment, supplies and other non-ordinance compliant items off-site in this facility. This option will allow Corcoran residents to conduct their business in compliance with city regulations. However, no public traffic or extended employee presence will be allowed for this development and no outdoor storage or over-night parking of any kind will be allowed on this property. Finally, the only signage allowed is located on Building "A" (leasing information) and the unit number at each rental space.

This property will be equipped with surveillance equipment and a controlled access gate to maintain a high level of security for tenants.

## Programming

Business model research revealed area market needs in the leasing of large volume storage spaces with limited office space. This was evident in the West Metro of Hennepin County for small service-oriented businesses as well as certain private individuals. To meet this market need the Project has been designed with the following features:

- 1) Rental Lease Agreement- standard company form will be used for this project as submitted by Garages Too LLC in a recently approved development; detailed limits and responsibilities are outlined for both Owner and Tenant
- 2) Upon final City Council approval, developer requests immediate approval for a Site Improvement permit allowing site clearing and rough grading to commence ahead of building construction
- 3) Six Total Structures- development proposes six (6) stand-alone buildings to maximize development in most efficient manner (identified as Buildings "A" thru "F"); all buildings are non-sprinkled (NS)
- 4) Building "A" Signature Unit- storage unit with special features identifying it as the main focal point of the project (includes the facility maintenance space)
- 5) Typical Rental Unit
  - a) Large Warehouse Space- 12' x 12' high overhead door; 45' & 34' depths for large items
  - b) Electrical Service- 200amp with separate / individual meters
  - c) Heating System- ceiling mounted individual direct-fired natural gas heaters for each unit

### **Site Development**

A 24 foot wide access road will be constructed to provide access to the facility from Highway 55. No change to Highway 55 is anticipated other than the improvement connected to the new site access. No turn lane improvements are required for Highway 55 as this facility will generate only 30 trips per day far below the 100 daily trips threshold required for any new turn lane<sup>1</sup>. Chapter 3 of Mn/DOT Access Management Manual includes a series of requirements or warrants when considering design criteria for its roadway system<sup>2</sup>. None of the 9 warrants listed are triggered by this project. Six separate buildings are served by bituminous paving. Surface storm water will be collected and routed to a storm water management basin on-site with discharge on-grade. The discharge point is protected with rip-rap to address erosion. No exterior storage of any kind is allowed on the property.

### **Landscape Design**

Landscape design is proposed that is reasonable and appropriate for the proposed development.

Tree plantings are proposed with a variety of coniferous and deciduous trees with a quantity that complies with the city requirement based on building square footage by code 1060.070.2.G.2. Tree plantings are proposed along the perimeter north, west, and south sides of the site where appropriate. Plantings on the west boundary are located outside of future street right-of-way and are positioned to allow for future street construction. Plantings on the south provide screening from MN Highway 55. Adjacent properties to the north and east have comprehensive plan designation of Light Industrial and like kind uses are anticipated. The total number of tree plantings proposed meets the calculation result based on building square footage required by code 1060.070.2.G.2. The number of tree plantings exceeds the calculation result based on site perimeter required by code 1060.070.2.G.2.

Shrub plantings are proposed along select building walls that have primary visibility from adjacent MN Highway 55 and future street along west boundary. The total number of shrubs proposed exceeds the calculation result based on building square footage required by code 1060.070.2.G.2. The number of shrubs proposed exceeds the calculation result based on site perimeter required by code 1060.070.2.G.2.

Buffer yards are provided meeting the intent of code 1060.070.2.J. A 50 ft width Class D Buffer Yard is provided on the west side of the site between proposed buildings and future street right-of-way. A 40 ft width Class D Buffer Yard is provided on the north and east boundaries of the project. The 40 ft width is to be provided by combination of 20 ft width between buildings and property line, and 20 ft width on adjacent property. A landscape easement will be secured from the adjacent landowner for preservation of landscape screening and plantings. The landscape easement will be recorded with defined legal description of the 20 ft wide area. A variance is requested to allow the 20 ft width landscape easement on adjacent property to be considered acceptable in combination with 20 ft width provided along the outer perimeter of the north and east boundaries of the development parcel.

### **Building Construction**

- Project consists of six (6) masonry structures, using decorative masonry units for all exterior walls and wood roof trusses with asphalt shingle roofing, pre-finished metal fascia, and soffits; 14'-0" truss bearing height, pre-finished doors and windows (see attached Drawings);
- Building "A" – 5 individual rental units; the signature design feature is finished with stone veneer base and stone cap, lap siding and trim; includes the space to house maintenance equipment and supplies required to keep this facility looking and operating at high levels
- Building "B" – 7 individual rental units;
- Building "C" – 11 individual rental units;
- Building "D" – 11 individual rental units;
- Building "E" – 11 individual rental units;
- Building "F" – 11 individual rental units;
- Total Individual Rental Units – 56
- No outdoor / exterior storage is allowed at any time.

### **Site Information**

*Parcel Identification Number (PIN): 31-119-23-33-0001*

Total parcel size: 4.87 acres

Development Density: FAR = 0.236

*Total Allowed Impervious Surfaces: 70%*

*Total Proposed Impervious Surface: 45.2%*

### **City Approvals Requested**

The following is a summary of the city approvals needed:

- 1) Rezone to I1 Light Industrial
- 2) Variance for municipal services requirement (municipal services not needed)
- 3) Variance for buffer yard requirement (20 ft width on-site in combination with 20 ft width on adjacent property)
- 4) Site Plan
- 5) Conditional Use Permit

## Variance Requests

Two variances are requested.

Variance for municipal services requirement:

The project proposed does not need sanitary sewer or water service. It is not practical to delay the development of a site that will not require municipal sewer and water service connection. The constraint to conform to with a connection to municipal sewer and water services was not created by the landowner. The development proposed is consistent with future land uses for this property and adjacent properties.

Variance for buffer yard required by Section 1060.070, Subd. 2.

Owner proposes to satisfy the intent of the buffer yard requirement by securing a 20 ft landscape easement area parallel and adjacent to north and east boundaries to provide for preservation of existing landscape screening and proposed landscape screening. The existing parcel configuration has limited north-south width and results in a practical difficulty once setback and site development constraints are imposed. The parcel configuration was not created by the landowner. The development proposed is consistent with future land uses for this property and adjacent properties.

### Footnotes:

- 1 Tod Sherman Email, dated 12-14-20 (attached)  
Tod Sherman, Planning Director  
Office of Planning, Program Management and Transit  
1500 West County Road B-2  
Roseville, MN 55113  
(651) 234-7794  
[Tod.sherman@state.mn.us](mailto:Tod.sherman@state.mn.us)
- 2 Mn/DOT Access Management Manual – Chapter 3  
Section 3.4.9 Turn Lanes  
<http://www.dot.state.mn.us/accessmanagement/resources.html>

# CORCORAN STORAGE II

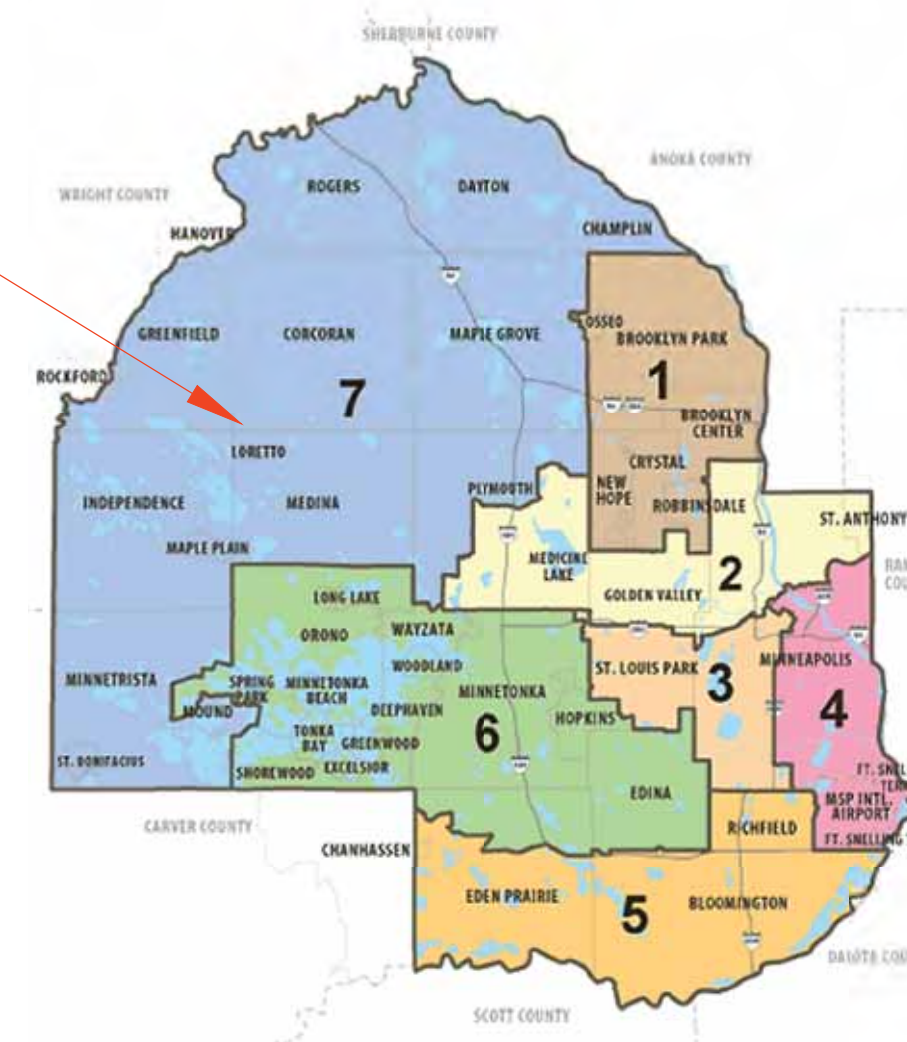
## SITE IMPROVEMENT PROJECT

### CORCORAN, MN



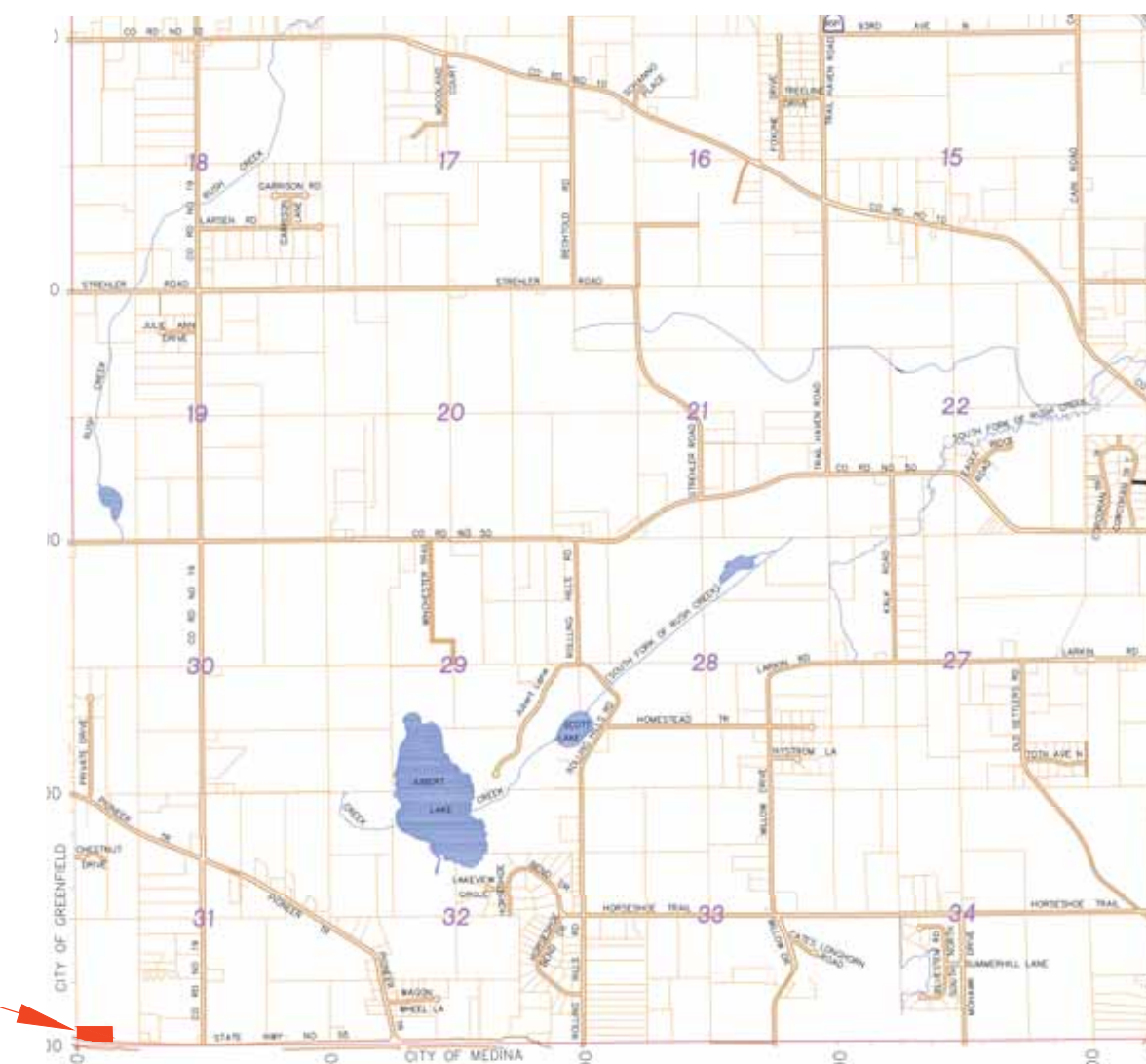
MINNESOTA

SITE



HENNEPIN COUNTY

SITE



CITY OF CORCORAN, MN



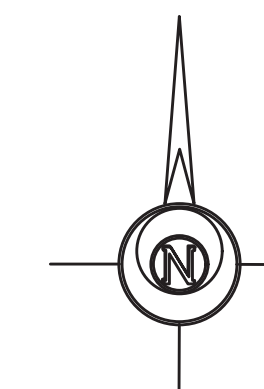
SITE

Town Line Road

State Highway No. 55

Hwy 55

PROJECT LOCATION



#### INDEX OF CIVIL SITE DRAWINGS:

- C0 PROJECT LOCATION PLAN
- C1 SITE PLAN
- C2 GRADING AND DRAINAGE PLAN
- C3 STORM SEWER PLAN
- C4 STORM WATER POLLUTION PREVENTION PLAN
- C5 EXISTING CONDITIONS & REMOVAL PLAN
- C6 DETAILS
- C7 DETAILS

CLIENT:

**SCHERBER & ASSOCIATES, LLC**

305 Lakeview Ave.  
Tonka Bay, MN 55331

Craig Scherber  
612-810-8400  
cescherber@yahoo.com

**CORCORAN STORAGE II  
SITE IMPROVEMENT PROJECT**

**23790 State Highway No. 55  
Corcoran, Minnesota 55340**

**PROJECT LOCATION PLAN**

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

Date: 07/19/23 Reg. No. 24348  
PREPARED BY: *Sar D. Walker*

CIVIL ENGINEERING  
SITE DESIGN

1118 East Broadway St.  
Monticello, Mn 55362  
Phone: 763-314-0929  
www.civilred.com

REVISIONS  
02/10/23 INDICATE LANDSCAPE EASEMENT, SHIFT ACCESS LOCATION  
02/19/23 CLARIFY BUFFER YARD LOCATION, ADJ. SITE ELEVATIONS

DATE 06/20/23

DRAWN BY SD

DESIGNED BY SD

CHECKED BY SD

FILE NO. 00915

**CO**

Project Location plan

**SITE PLAN NOTES**

- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- MATCH EXISTING GRADES AT EXISTING PAVEMENT TO REMAIN.
- EXISTING PAVEMENT TO REMAIN SHALL BE SAW CUT FOR CLEAN EDGE. TACK SHALL BE USED ON ALL VERTICAL EDGES PRIOR TO PATCHING.
- CONTRACTOR SHALL VERIFY AND COORDINATE CONDUIT REQUIREMENTS FOR UNDERGROUND UTILITIES IF ANY WITHIN THE WORK ZONE WITH THE OWNER PRIOR TO PAVING.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH FIRE MARSHALL FOR POSTING OF FIRE LANES, CURB MARKING AND SIGNAGE AS REQUIRED.
- CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING SITE FEATURES THAT INTERFERE WITH NEW WORK AS SHOWN.

**GENERAL NOTES**

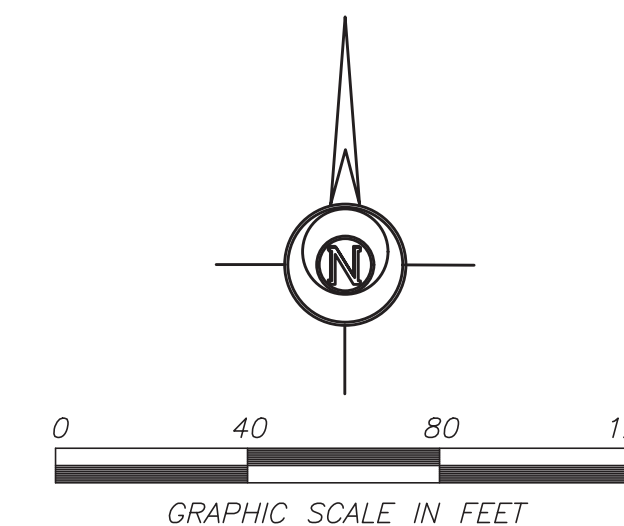
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY THE PERMITTING AUTHORITIES.
- WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY. THE SOILS REPORT AND RECOMMENDATION SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCY BETWEEN SOILS REPORT AND PLANS.
- SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND PIPING, VALVING, ETC.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT IF OWNER HAS PROVIDED SUCH REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED. IF REQUESTED BY THE OWNER, CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED SOILS ENGINEER, LICENSED WITHIN THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AND PAVEMENT AREAS HAVE BEEN COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS AND RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
- THE LOCATIONS OF THE UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE SURVEY RECORDS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- ALL EXISTING DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- ALL EXISTING CONCRETE CURBING AND PAVEMENT TO REMAIN SHALL BE PROTECTED FROM DAMAGE. CONTRACTOR TO REPAIR ANY DAMAGED EXISTING CURB AND PAVEMENT AT CONTRACTORS EXPENSE.

**KEY NOTES:**

- BITUMINOUS PAVEMENT; SEE SECTION ON DETAIL SHEET
- 4 FT CONCRETE VALLEY GUTTER (SEE DETAIL)
- CONCRETE PAVEMENT HEAVY DUTY; 4,500 PSI MIX; SEE SECTION ON DETAIL SHEET
- CONCRETE PAVEMENT LIGHT DUTY; 4,500 PSI MIX; SEE SECTION ON DETAIL SHEET (PRIVATE SIDEWALK)
- B612 (6") CONCRETE CURB & GUTTER MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
- B612 (6") CONCRETE OUTFLOW CURB & GUTTER (TIP-OUT FLOWLINE). MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
- PERVIOUS AREA. SEE LANDSCAPE PLAN
- SITE ACCESS PRIVATE DRIVE
- CONTROLLED ACCESS GATE AND CLEARED TURN-AROUND AREA. CONTROLS TO LIMIT ACCESS TO CODE ENTRY AND LIMITED ACCESS TO OPEN HOURS.
- FIRE DEPARTMENT CONNECTION. DRY LINE STANDPIPE FOR SUPPLY TO CONNECTION AT REAR WALL OF BUILDING. CONFIRM LOCATION AND SIGNAGE WITH FIRE DEPARTMENT. ADJUST LOCATION AS NECESSARY.
- WETLAND BUFFER SIGN. SEE CITY DETAIL GEN-8.
- 20" CONCRETE RIBBON CURB, SEE DETAIL ON C7
- TRANSITION TO 20" RIBBON CURB
- DIRECTIONAL TRAFFIC SIGN ON STEEL CHANNEL POST  
a = STOP SIGN  
b = NO PARKING SIGN  
c = TURN-AROUND / NO PARKING SIGN

**SURVEY DATA**

SURVEY INFORMATION PROVIDED BY:  
NORTHWESTERN SURVEYING & ENGINEERING, INC.  
P.O. BOX 3067  
BEMIDJI, MN 56601  
DATED: 06/16/2023  
BENCHMARK:  
MNDOT MONUMENT 2722 L  
ELEVATION=1063.794 NAVD88  
NGVD29+0.40=MAVD88



**LEGEND:**

- EXISTING BOUNDARY
- EXISTING EASEMENT
- EXISTING R/W LINE
- CONCRETE LIGHT DUTY
- CONCRETE HEAVY DUTY
- BITUMINOUS PAVEMENT
- PROPOSED CURB AND GUTTER STANDARD
- PROPOSED CURB AND GUTTER TIP-OUT
- 50 FT WIDTH BUFFER YARD
- 40 FT WIDTH BUFFER YARD
- 25 FT WIDTH WETLAND BUFFER

**PROJECT LOCATION**

PART OF THE SW 1/4 SECTION 31 TOWNSHIP 119, RANGE 23, HENNEPIN COUNTY, MINNESOTA.

**EXISTING PROPERTY DESCRIPTION**

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW 1/4, 379.48 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4, 751.4 FEET, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SW 1/4 TO THE NORTHERLY LINE OF STATE TRUNK HIGHWAY NO. 55, THENCE WESTERLY ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE WEST LINE OF SAID SW 1/4, THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ROAD.

**SITE DATA:**

|                                                        |                         |
|--------------------------------------------------------|-------------------------|
| EXISTING ZONING:                                       | UR URBAN RESERVE        |
| PROPOSED ZONING:                                       | I1 LIGHT INDUSTRIAL     |
| GROSS AREA:                                            | 212,096 SF = 4.87 ACRES |
| TOTAL PROPOSED BUILDINGS:                              | 50,050 SF               |
| PERCENT BUILDING COVERAGE:                             | 23.6 %                  |
| (% of lot area)                                        |                         |
| FLOOR AREA RATIO (50,050 / 212,096)                    | 0.236                   |
| EXISTING IMPERVIOUS AREA:                              | 5,126 SF                |
| (includes existing buildings, existing pavement areas) |                         |
| PROPOSED IMPERVIOUS AREA:                              | 95,845 SF               |
| PROPOSED PERCENT IMPERVIOUS:                           | 45.2 %                  |
| (% of lot area; 95,845 / 212,096)                      |                         |
| PROPOSED PERVIOUS AREA:                                | 116,251 SF              |
| (landscape, turf areas)                                |                         |
| PROPOSED PERCENT PERVIOUS AREA:                        | 54.8 %                  |
| (% of lot area; 116,251 / 212,096)                     |                         |
| DISTURBANCE AREA:                                      | 210,811 SF = 4.8 AC     |

**SETBACKS:**

| LOCATION:                     | BUILDING: |
|-------------------------------|-----------|
| FRONT, FROM MAJOR ROADWAYS    | 100'      |
| FRONT, FROM ALL OTHER STREETS | 50'       |
| SIDE YARD                     | 20'       |
| REAR YARD                     | 20'       |
| ADJACENT TO RESIDENTIAL       | 50'       |

| LOCATION: | PARKING: |
|-----------|----------|
| FRONT     | 50'      |
| SIDE YARD | 10'      |
| REAR YARD | 10'      |

**MINIMUM LOT REQUIREMENTS**

|                      |         |
|----------------------|---------|
| I-1 LOT MINIMUMS:    |         |
| LOT AREA             | 1.0 AC. |
| LOT WIDTH            | 100 FT  |
| LOT DEPTH            | 200 FT  |
| MAXIMUM LOT COVERAGE | 70%     |

**INDEX OF CIVIL SITE DRAWINGS:**

- C0 PROJECT LOCATION PLAN
- C1 SITE PLAN
- C2 GRADING AND DRAINAGE PLAN
- C3 STORM SEWER PLAN
- C4 STORM WATER POLLUTION PREVENTION PLAN
- C5 EXISTING CONDITIONS & REMOVAL PLAN
- C6 DETAILS
- C7 DETAILS

CLIENT:

**SCHERBER & ASSOCIATES, LLC**  
305 Lakeview Ave.  
Tonka Bay, MN 55331

Craig Scherber  
612-810-8400  
cescherber@yahoo.com

**CORCORAN STORAGE II  
SITE IMPROVEMENT PROJECT**

23790 State Highway No. 55  
Corcoran, Minnesota 56340

SITE PLAN

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

Date: 07/19/23 Reg. No. 243418  
PREPARED BY: CIVIL ENGINEERING SITE DESIGN  
1118 East Broadway St.  
Monticello, MN 56362  
Phone: 763-314-0929  
www.civilsd.com

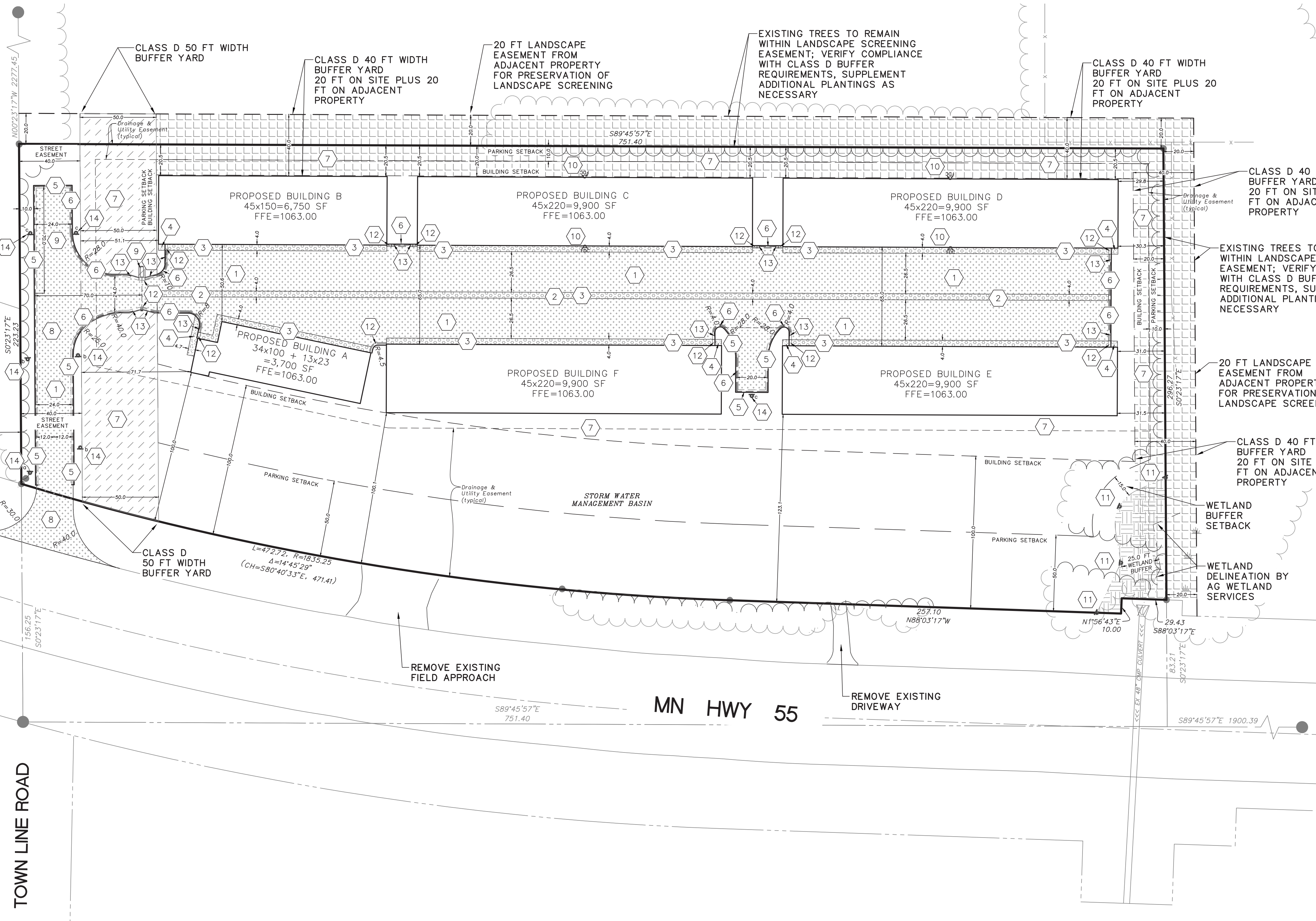
REVISIONS  
02/10/23 INDICATE LANDSCAPE EASEMENT, SHIFT ACCESS LOCATION  
02/19/23 CLARIFY BUFFER YARD LOCATION, ADJ. SITE ELEVATIONS

|             |          |    |  |    |  |    |
|-------------|----------|----|--|----|--|----|
| DATE        | 06/20/23 | SD |  | SD |  | SD |
| DRAWN BY    |          |    |  |    |  |    |
| DESIGNED BY |          |    |  |    |  |    |
| CHECKED BY  |          |    |  |    |  |    |

FILE NO. 00915

**C1**

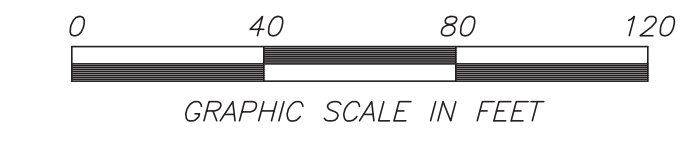
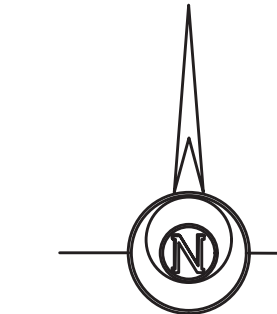
Site Plan





**GENERAL GRADING NOTES:**

- Specifications applicable for this project: Current standard specifications for City of Corcoran, MN, and the latest Minnesota Department of Transportation Specifications for Highway Construction and all NPDES requirements except where modified by these contract documents.
- OSHA requirements shall be followed for all work on this project.
- The Contractor shall notify "Gopher State One Call" 48 hours prior to any excavation (1-800-252-1166.)
- The Grading Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction, and immediately notify the Engineer of any conflicts.
- Erosion Control shall be constructed, as applicable, as sequenced below:
  - Silt Fence.
  - Rock Construction Entrance.
  - Demolition
  - Common excavation (grading).
  - Seed and mulch or sod (See notes on Landscape plan).
- Final Plat shall govern for easements and lot dimensions.
- Any erosion control items necessary to protect adjacent properties shall be constructed by the Grading Contractor.
- Erosion control maintenance shall be performed by the Grading Contractor, and removed as per the Contract Documents or as directed by the Engineer, followed by all necessary restoration of disturbed area. This work shall be incidental to the grading contract.
- The Grading Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
  - Within the upper 3' of streets, the Grading Contractor shall utilize approved soils that are within 1% of the optimum moisture content as defined by the Standard Proctor Test--ASTM: D-698 with compaction meeting 100% Standard Proctor Density and not exceeding this compaction by more than 1%. Below the upper 3', compaction shall meet 95% Standard Proctor Density, and be within 3% of the optimum moisture content. Grading tolerances shall be 0.1'.
  - Grading tolerances for the remainder of the site shall be 0.25'.
- All areas of unsuitable soils found in the pad described above that cannot be corrected shall be located in the field by the Grading Contractor. The Grading Contractor shall immediately notify the Engineer of these areas and provide information as to their size and location.
- The Grading contractor shall provide positive drainage on the site at all times.
- The Grading Contractor shall keep public streets and travel ways clear of soil and debris. Daily cleaning at the construction entrance shall be performed, especially at the end of each day's work.
- All silt fence shall be removed at project completion.
- All proposed elevations are at curb flow line or finished bituminous surface unless otherwise noted.
- All erosion control best management practices shall be per City standards.

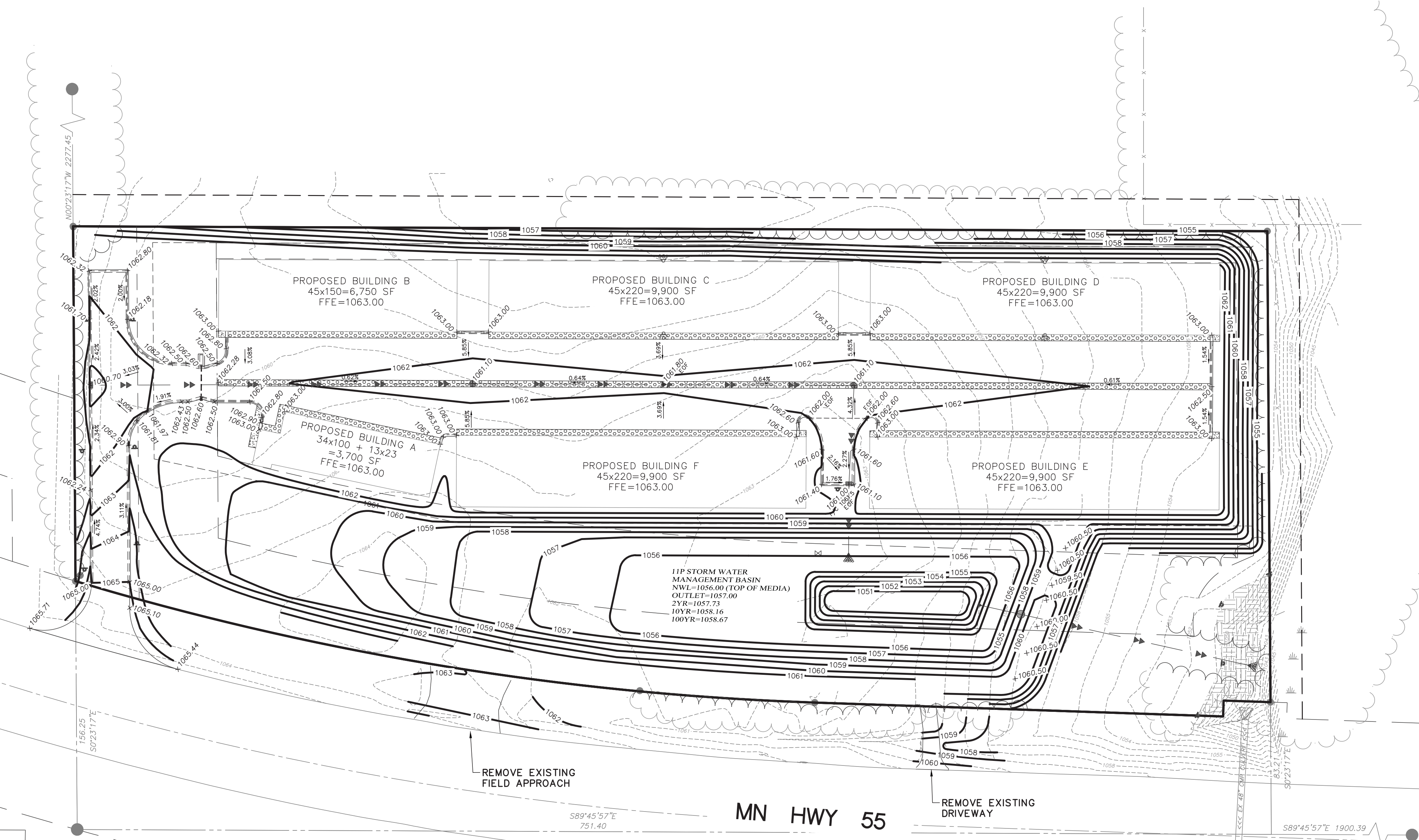


**LEGEND:**

- 908 — Existing Contours
- >> Existing Storm Sewer
- x 908.0 Existing Spot Elevation
- 908 — Proposed Contours
- ▶ Proposed Storm Sewer
- x 943.50 Proposed Spot Elevation
- 2.40% Flow Direction
- ⇒ Overflow Route

**SURVEY DATA**

SURVEY INFORMATION PROVIDED BY:  
 NORTHWESTERN SURVEYING & ENGINEERING, INC.  
 P.O. BOX 3067  
 BEMIDJI, MN 56601  
 DATED: 06/16/2023  
 BENCHMARK:  
 MNDOT MONUMENT 2722 L  
 ELEVATION=1063.794 NAVD88  
 NGVD29+0.40=MAVD88



CLIENT:  
**SCHERBER & ASSOCIATES, LLC**  
 305 Lakeview Ave.  
 Tonka Bay, MN 55331  
 Craig Scherber  
 612-810-8400  
 ccscherber@yahoo.com

**CORCORAN STORAGE II  
 SITE IMPROVEMENT PROJECT**

23790 State Highway No. 55  
 Corcoran, Minnesota 56340

**GRADING & DRAINAGE PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
*Sheri D. Walker*  
 Date: 07/19/23 Reg. No. 24348  
 PREPARED BY: CIVIL ENGINEERING SITE DESIGN  
 1118 East Broadway St.  
 Monticello, Mn 56362  
 Phone: 763-314-0929  
 www.civillead.com

REVISIONS

| DATE     | DESCRIPTION                                        |
|----------|----------------------------------------------------|
| 02/10/23 | INDICATE LANDSCAPE EASEMENT, SHIFT ACCESS LOCATION |
| 07/19/23 | CLARIFY BUFFER YARD LOCATION, ADJ. SITE ELEVATIONS |

|             |          |
|-------------|----------|
| DATE        | 06/20/23 |
| DRAWN BY    | SD       |
| DESIGNED BY | SD       |
| CHECKED BY  | SD       |

FILE NO. 00915

**INDEX OF CIVIL SITE DRAWINGS:**

- C0 PROJECT LOCATION PLAN
- C1 SITE PLAN
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- C3 STORM SEWER PLAN
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- C5 EXISTING CONDITIONS & REMOVAL PLAN
- C6 DETAILS
- C7 DETAILS

**C2**

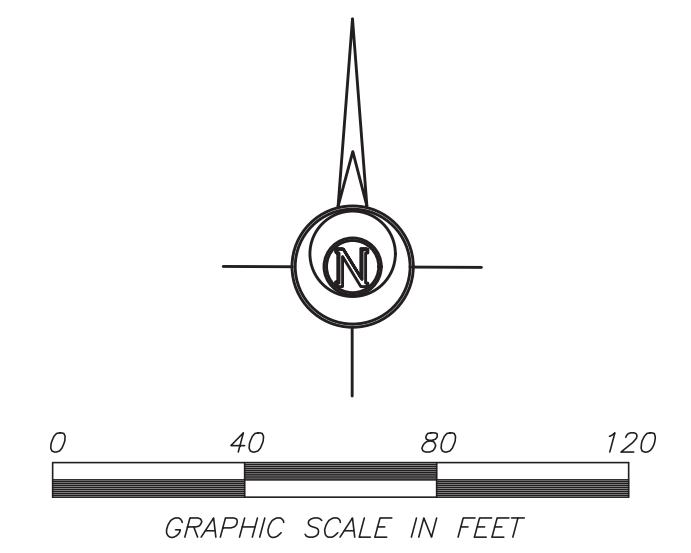
Grading & Drainage Plan

**GENERAL UTILITY NOTES**

- Specifications applicable for this project: Current standard specifications for the City of Corcoran, MN and all Minnesota Department of Health and MPCA requirements except where modified by these contract documents.
- OSHA requirements shall be followed for all work on this project.
- The Contractor shall notify "Copher State One Call" prior to any excavation (651-454-0002 or 1-800-252-1166 out state.)
- The Contractor shall verify all locations and elevations of underground utilities with utility companies prior to any construction (storm sewer, sanitary sewer, water, natural gas, telephone, electric, etc.), and immediately notify the Engineer of any conflicts.
- The Contractor shall protect all existing utilities and facilities to allow proper functioning during and after construction. Any required supporting structures shall be supplied by the Contractor as work incidental to the contract.
- The contractor shall immediately notify the Engineer of any conflicts between existing utilities, and the proposed construction. The Engineer will coordinate with the Utility Company in question to determine the need for relocation of the existing utility.
- Existing conditions such as sand in manholes or valve boxes shall be identified by the Contractor and these shall be reported to the Engineer prior to excavation by the Contractor. Once construction has begun, all damage to underground utilities will be assumed to have been caused by the Contractor, any repairs necessary shall be performed by the Contractor at the Contractor's expense.
- Final Plat shall govern for easements.
- The Contractor shall coordinate with the local jurisdiction to obtain permits and meter for water source. All associated costs shall be incidental to the Contract, including disposal of test water into City's sanitary sewer system. The Contractor shall not operate gate valves or hydrants on the City's water supply system.
- The Contractor shall notify the City Engineer and the Project Engineer 48 hours prior to starting work or as required by the local jurisdiction or be subject to being shut down.

- The Contractor shall keep access roads clear of soil or other debris, and perform daily street cleaning as required by the NPDES permit. Positive drainage, controlled with erosion control and erosion prevention measures as required by the NPDES permit shall be performed. Inlet protection shall be installed within 48 hours after inlet construction. Unless specified on the plans or as a bid item on the Bid Form, any temporary culverts, ditches, filter fabric, etc. necessary to accomplish this shall be performed as incidental to the Contract.
- The Contractor shall preserve and protect the markers and monuments set for the subdivision of the land.
- The Contractor shall schedule the soils engineer to facilitate certification of all controlled fills in a timely fashion. Density tests shall meet the following:
  - A. Density tests shall be taken on all trenches at locations as determined by the Engineer or his representative.
  - B. Within the upper 3' of streets, private drives and parking lots, Contractor shall utilize approved soils that are within 1% optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 with 100% Standard Proctor Density and not exceeding compaction by more than 1%. Below the upper 3', compaction shall meet 95%. Grading tolerances shall be 0.1'.
- The Owner shall pay for all testing of soils compaction. Any areas which fail to meet the above standards shall be corrected and re-tested by the Owner's testing agent at the Contractor's expense.
- Contractor shall provide temporary traffic control in compliance with MN/DOT "Temporary Traffic Control Zone Layouts Field Manual" most recent version for construction adjacent to travel ways.
- Contractor shall be responsible for verification of the depth of existing stubs listed on this plan prior to the ordering of any fittings, structures, castings, etc. Engineer, Owner or City shall not be responsible for any discrepancies found as depths are estimated.
- All manhole castings in pavement shall be sumped 0.05'. All catch basin castings in curb shall be sumped 0.10'. Rim elevations on plan reflect sumped elevations.

- Castings shall be Neenah or equivalent.
- The contractor shall be responsible for coordinating with utility companies for power pole and/or line relocation required.
- The contractor shall provide all necessary traffic control.
- The contractor shall be responsible for all grading and restoration required to restore surfaces to like kind existing condition.
- Existing curb and pavement damaged or impacted on adjacent property shall be restored with in-kind materials and section. All match lines are to be sawcut.
- Pipe lengths shown are measured center of structure to center of structure and includes FES length.
- The contractor shall obtain a Utility Excavation Permit from the City Public Works Department prior to commencement of utility connections.
- PVC pipe crossing over watermain pipe shall be ASTM D 1785, ASTM D 2241, or AWWA C900
- Perforated PVC Pipe Subdrains to be installed PER CITY DETAIL STR-4.
- Contractor or owner to provide an as-built utility plan once construction is complete.

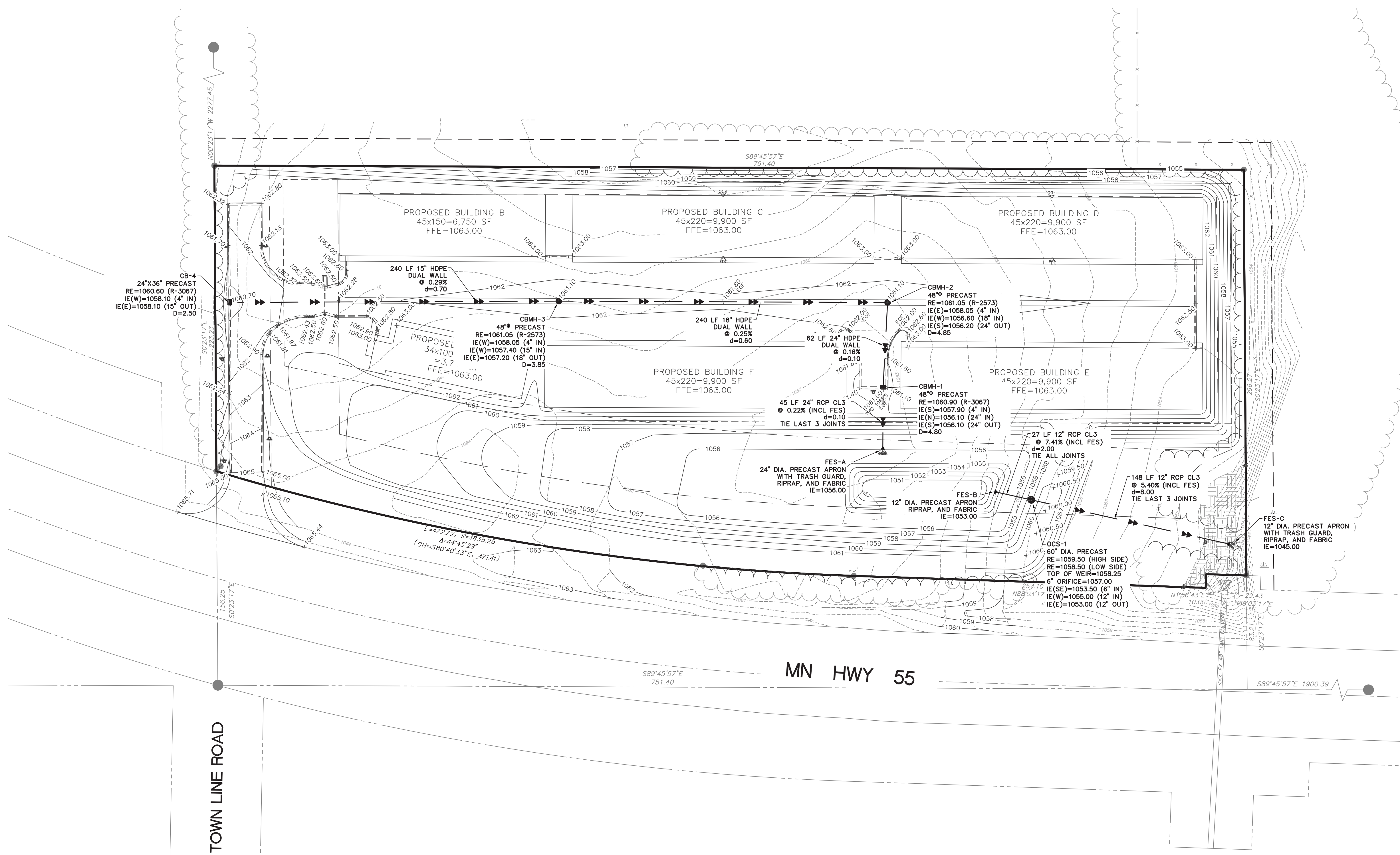


**LEGEND:**

|  |                         |
|--|-------------------------|
|  | Existing Contours       |
|  | Existing Storm Sewer    |
|  | Existing Water Main     |
|  | Existing Sanitary Sewer |
|  | Existing Trees          |
|  | Existing Bdy Line       |
|  | Proposed Sanitary Sewer |
|  | Proposed Water Main     |
|  | Proposed Gate Valve     |
|  | Proposed Storm Sewer    |
|  | Proposed Fire Hydrant   |

**SURVEY DATA**

SURVEY INFORMATION PROVIDED BY:  
 NORTHWESTERN SURVEYING & ENGINEERING, INC.  
 P.O. BOX 3067  
 BEMIDJ, MN 56601  
 DATED: 06/16/2023  
 BENCHMARK:  
 MNDOT MONUMENT 2722 L  
 ELEVATION=1063.794 NAVD88  
 NGVD29+0.40=MAVD88



CLIENT:  
**SCHERBER & ASSOCIATES, LLC**  
 305 Lakeview Ave.  
 Tonka Bay, MN 55331  
 Craig Scherber  
 612-810-8400  
 ccscherber@yahoo.com

**CORCORAN STORAGE II  
 SITE IMPROVEMENT PROJECT**  
 23790 State Highway No. 55  
 Corcoran, Minnesota 56340  
**STORM SEWER PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
 Date: 07/19/23 Reg. No. 24348  
 PREPARED BY: CIVIL ENGINEERING SITE DESIGN  
 118 East Broadway St.  
 Monticello, Mn 56362  
 Phone: 763-314-0929  
 www.civiland.com

REVISIONS

| NO. | DATE     | DESCRIPTION                                        |
|-----|----------|----------------------------------------------------|
| 01  | 07/19/23 | INDICATE LANDSCAPE EASEMENT, SHIF ACCESS LOCATION  |
| 02  | 07/19/23 | CLARIFY BUFFER YARD LOCATION, ADJ. SITE ELEVATIONS |

|             |          |    |
|-------------|----------|----|
| DATE        | 06/20/23 | SD |
| DRAWN BY    |          | SD |
| DESIGNED BY |          | SD |
| CHECKED BY  |          | SD |

FILE NO. 00915

**INDEX OF CIVIL SITE DRAWINGS:**

|    |                                       |
|----|---------------------------------------|
| C0 | PROJECT LOCATION PLAN                 |
| C1 | SITE PLAN                             |
| C2 | GRADING AND DRAINAGE PLAN             |
| C3 | STORM SEWER PLAN                      |
| C4 | STORM WATER POLLUTION PREVENTION PLAN |
| C5 | EXISTING CONDITIONS & REMOVAL PLAN    |
| C6 | DETAILS                               |
| C7 | DETAILS                               |

**C3**  
 Storm Sewer Plan

**SWPP NARRATIVE**

This LIGHT industrial project construction will consist of site clearing, grading, utilities, and parking lot construction. Construction is planned for 2023.

First, perimeter silt fence and rock construction entrance shall be installed. Then site work shall commence. The contractor shall dispose all debris off-site within 24 hours. Then the site can be graded, utilities installed, building constructed, curbing and pavements installed, final grade tolerance, and landscape final stabilization. Once final grade is established and certified, the site shall be stabilized with seed and mulch or sod. Once vegetation is established, temporary erosion control measures shall be removed.

**POLLUTION PREVENTION NOTES**

Solid waste: collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction debris and other wastes must be disposed of properly off-site and must comply with MPCA regulations.

Hazardous materials: oils, gasoline, paint, and any hazardous substance must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal must be in compliance with MPCA regulations.

External washing of trucks or other construction vehicles is not allowed on site. No engine degreasing is allowed on site. No concrete washouts are allowed on site.

Concrete truck washout is not to be allowed on site unless washout waste is contained with no discharge to ground surface or site drainage facilities. Containment systems are to be located a minimum 50 feet away from drainage facilities and watercourses. Containment systems shall have an impermeable liner. Containment system shall be clearly marked with signage.

All sanitary waste must be collected from portable toilet units on site by a licensed waste management contractor. The units must be secured and shall be maintained on a regular basis as needed to prevent overflowing.

**DESIGN CALCULATIONS**

Design calculations, including soil types are on file with: Civil Engineering Site Design

SWPPP Designer: Scott Dahlike (Expires 2025)

**EROSION CONTROL MAINTENANCE SCHEDULE**

1. Erosion control measures shall be inspected by the contractor's representative and maintained by the contractor every Friday and within 24 hours after any rainfall event larger than 1/2" until the project is completed. Maintenance requirements are as follows: silt fence - 1/3 height of fence or damaged, remove sediment and/or repair fence within 24 hours; rock entrance - refresh as necessary to conform to detail; inlet protection inserts - remove sediment after each rain event, clean or replace filter when clogged; surface water - drain and stabilize, within 7 days of discovery; and street sweeping - remove all sediment tracked onto paved surfaces within 24 hours or as directed by City Engineer.
2. Replacement - Fabric shall be replaced promptly when it decomposes or becomes ineffective before the barrier is no longer necessary.
3. Any sediment remaining in place after silt fence is no longer required shall be dressed to conform with the existing grade, prepared, and seeded with appropriate seed mix, as directed by the engineer.
4. Removal of the silt fence - Silt fences shall be removed when they have served their useful purpose, but not before the upward sloping area has been permanently stabilized.

**VEGETATION GROUND COVER SCHEDULE**

1. Stabilization of all exposed soil areas must be initiated immediately but in no case completed later than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased. Seeding and mulching shall conform to the latest NPDES requirements for installation schedule with regards to grading.
2. Permanent turf ground cover shall include all disturbed areas be covered with a minimum 6" topsoil and sodded or seeded as allowed by City, or as proposed on City approved landscape plan for the project. If not otherwise specified, turf seed to be MnDOT mix 25-141 applied at 59 lbs/ac and stormwater filtration basin seed to be 33-261 applied at 35 lb/ac in bottom of filtration basin and up 3 feet from bottom and stormwater pond seed to be 33-261 applied at 35 lb/ac to be planted for 10 feet outside of the normal water level. Transition zone seed to be MnDOT mix 35-241 applied at 36.5 lb/ac to be planted to the top of the embankments. MnDOT Type 3 mulch shall be applied at 2 tons/ac and disc anchored in areas not covered by sod or erosion blanket. Seeding and mulching shall conform to the latest NPDES requirements for installation schedule with regards to grading.
3. Temporary ground cover to be MnDOT seed mix 22-111 shall be applied at 31 lbs/ac, or equivalent as approved by City. MnDOT Type 1 mulch shall be applied at 2 tons/ac and disc anchored in areas not covered by sod or erosion blanket.
4. Fertilizer for turf shall be MnDOT Type 3 22-5-10 and applied at 350 lb/ac. Disc fertilizer into top 3" of soil. Fertilizer for stormwater basin seed shall be Type 4, 18-1-8 at 120 lb/ac. Specification reference is MnDOT 2574.
5. Dormant seed mix shall be used after November 1 or when temperatures do not exceed 40° F, using some rates specified above. No seed shall be placed on snow or ice greater than 2" in depth.
6. Any seeded areas that do not become established with vegetation shall be re-seeded at Contractor's expense.
7. Erosion blanket shall be installed in seed areas with ground surface slopes of 3H:1V or steeper.

**EROSION CONTROL NOTES**

1. All devices necessary to control erosion and sediment (i.e. perimeter silt fence, rock construction entrances, swales, ponds, berms, etc.) shall be installed prior to any other construction operations.
2. After completion of final grading, exposed soils must be permanently stabilized within 7 days. Stabilization shall consist of disc-anchored seed & mulch, HECP with fiber reinforced matrix, erosion blanket with seed, or sod.
3. The site must be kept in a well drained condition at all times. The contractor shall be responsible for temporary ditches, or other means necessary to ensure proper drainage. The building pad must be provided with a positive outflow. This work shall be incidental to the grading contract.
4. Entering/exiting of the site shall occur only at rock construction entrance to reduce tracking of dirt onto paved streets. Sediment tracked onto streets during working hours must be reclaimed by street scraping and sweeping at the end of each working day.
5. Stormwater discharge pipe outlet energy dissipation shall be provided by rip-rap with size, quantity, and placement in accordance with City standards. Rip-rap installation shall be within 24 hours of pipe installation.
6. Install silt fence around all temporary inactive stockpiles which are not place within existing silt fence area or other perimeter erosion controls.
7. Stabilization of temporary or permanent drainage ditches that drain water from the construction site must be initiated within 24 hours of connecting the drainage ditch to any storm water conveyance system and must be completed using erosion blanket.
8. Sufficient personnel, equipment, and materials shall be mobilized within 24 hours of written order (i.e. email) by the owner or owners representative to conduct corrective work and install temporary erosion control work in the case of an emergency.

**EROSION CONTROL INSTALLATION SCHEDULE**

1. Silt fence shall be installed or restored prior to any construction. Silt fence shall be located as shown to intercept runoff. The area located beyond the perimeter silt fence shall not be disturbed during construction.
2. Rock Construction Entrance shall be installed prior to grading operations.
3. All storm sewer inlets shall have inlet protection inserts installed. Inserts shall be "Road rain-Top Slab" or "Road Drain-Curb & Gutter" inlet protection devices as manufactured by WIMCO (or approved equal) and installed per manufacturer's recommendations.
4. All erosion control installations shall remain in place and be maintained in good condition by the contractor until the site has been re-vegetated, at which time it shall be removed by the contractor. For proposed paved surface areas, the contractor may remove necessary silt fencing to stormwater roadway, while maintaining adequate erosion control in adjacent areas.
5. Sufficient topsoil shall be stockpiled to allow for the replacement of 6" topsoil for disturbed areas to be re-vegetated.
6. The contractor shall schedule site grading, utility installation and roadway construction so that the general site can be mulched and re-seeded soon after disturbance. Areas that will not be subject to construction traffic for 14 days shall be seeded and mulched or sodded within 7 days of final grading.

**RESPONSIBLE PARTY**

Contact information for the responsible party for erosion control is:

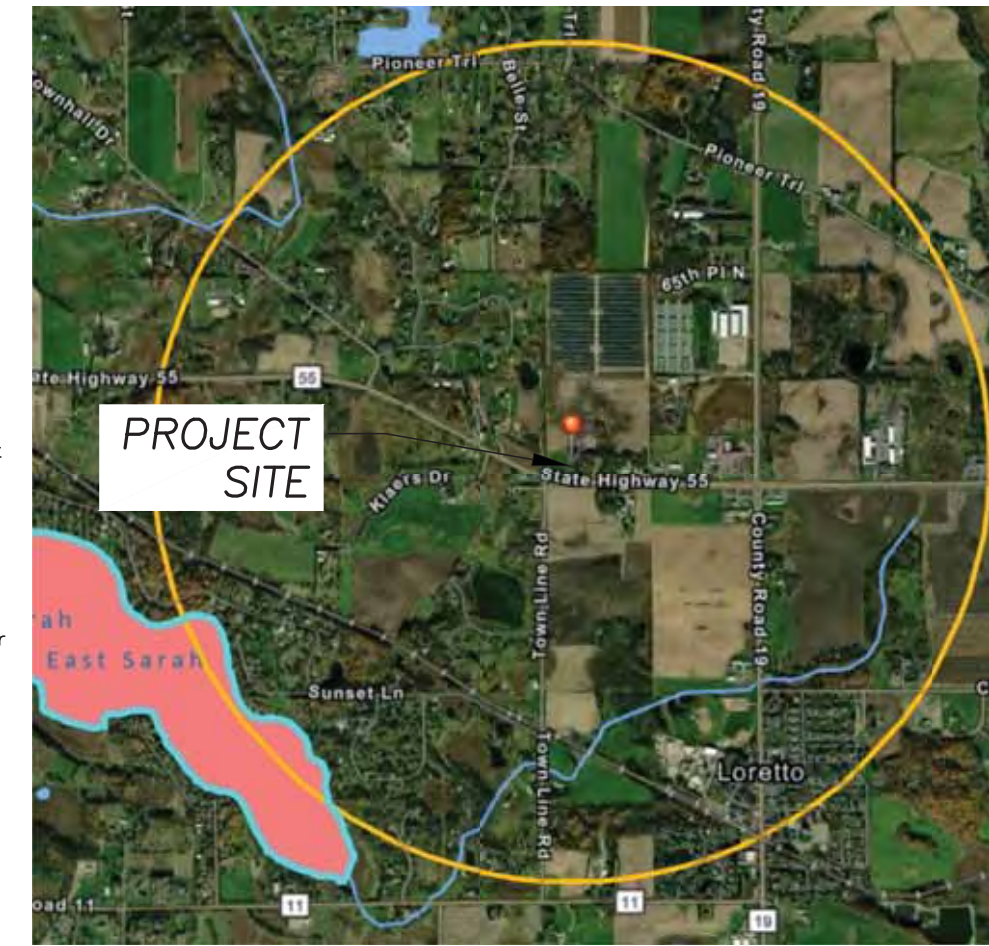
Owner: SCHERBER AND ASSOCIATES, LLC  
305 Lakeview Ave.  
Tonka Bay, MN 55331

Contractor: Not Known Yet

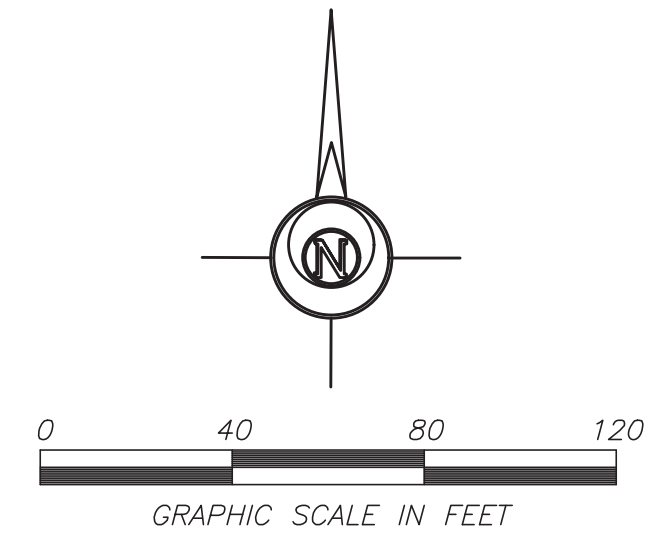
Manager: Not Known Yet

**FILTRATION BASIN NOTES**

1. Filtration area shall be staked off during construction to restrict heavy equipment traffic from compacting native soils.
2. Install appropriate temporary erosion control devices to prevent sediment from entering the practice during construction.
3. Grading of the filtration basin shall be accomplished using low impact earth-moving equipment to prevent compaction of the underlying soils. Small tracked dozers and skid-steers with runner tracks are recommended.
4. In the event that sediment is introduced into the BMP during or immediately following excavation, this material will need to be removed from the basin prior to initiating the next step in the construction process.
5. Install sediment control around basin after completion of basin grading.
6. Seeding and installation of erosion control shall be completed within 48 hours of final grading of basin.



**EAST SARAH, IMPAIRED WATER WITHIN 1 MILE RADIUS OF PROJECT SITE**



**LEGEND:**

- 908 — Existing Contours
- >> — Existing Storm Sewer
- 908 — Proposed Contours
- ► — Proposed Storm Sewer
- - - - Proposed Silt Fence
- 0 — Proposed Fiber Logs
- ⊙ — Proposed Storm Sewer Inlet Protection
- 1.9% — Flow Direction
- ▨ Proposed Erosion Blanket

**SURVEY DATA**

SURVEY INFORMATION PROVIDED BY:  
NORTHWESTERN SURVEYING & ENGINEERING, INC.  
P.O. BOX 3067  
BEMIDJI, MN 56601

DATED: 06/16/2023

BENCHMARK:  
MNDOT MONUMENT 2722 L  
ELEVATION=1063.794 NAVD88

NGVD29+0.40=MAVD88

**PROJECT LOCATION**

PART OF THE SW 1/4  
SECTION 31, TOWNSHIP 119, RANGE 23,  
HENNEPIN COUNTY, MINNESOTA.

**EXISTING PROPERTY DESCRIPTION**

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW 1/4, 379.48 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4, 751.4 FEET, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SW 1/4 TO THE NORTHERLY LINE OF STATE TRUNK HIGHWAY NO. 55, THENCE WESTERLY ALONG SAID NORTHERLY LINE TO ITS INTERSECTION WITH THE WEST LINE OF SAID SW 1/4, THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ROAD.

**SITE DATA:**

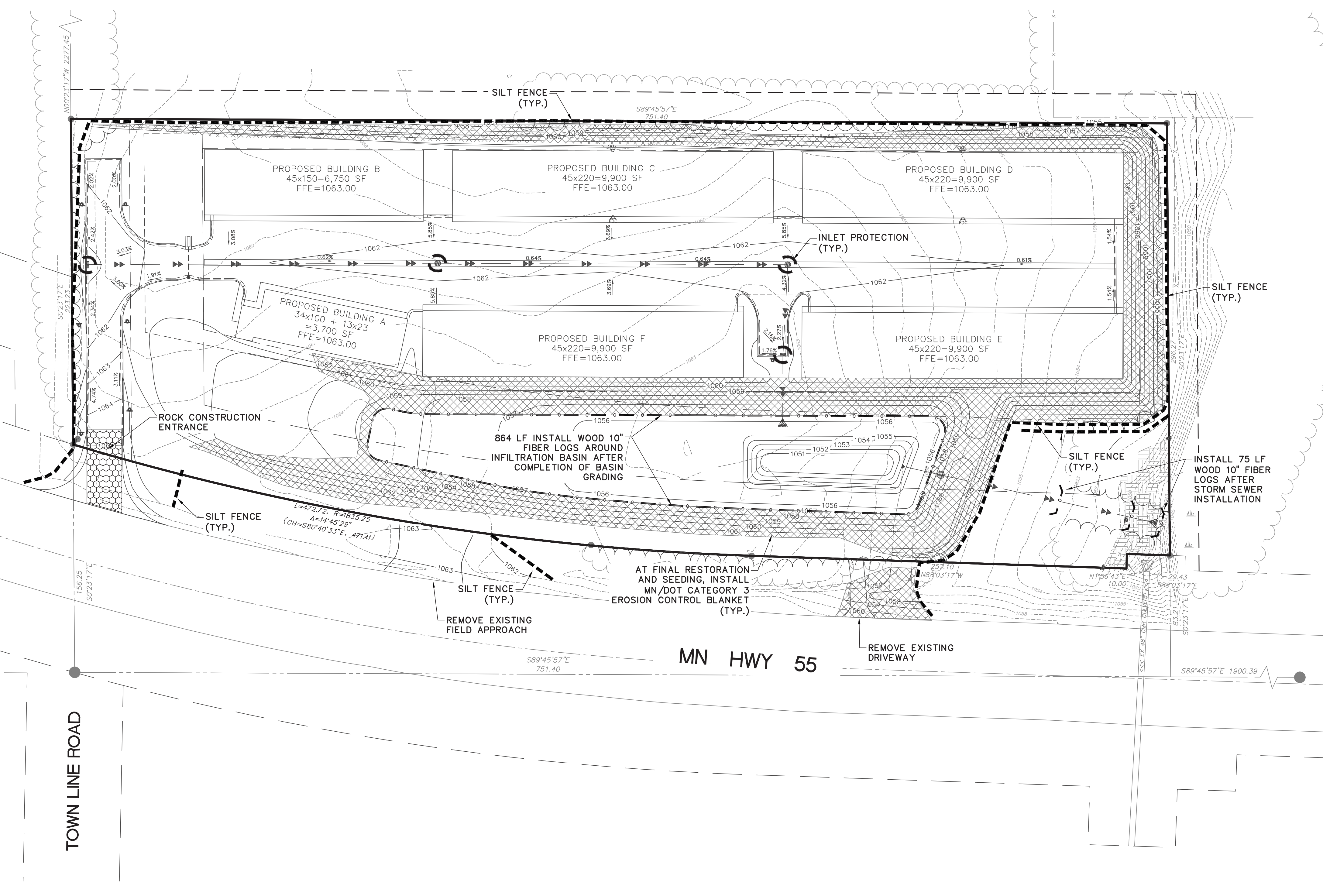
|                                                                                  |                         |
|----------------------------------------------------------------------------------|-------------------------|
| EXISTING ZONING:                                                                 | UR URBAN RESERVE        |
| PROPOSED ZONING:                                                                 | I1 LIGHT INDUSTRIAL     |
| GROSS AREA:                                                                      | 212,096 SF = 4.87 ACRES |
| TOTAL PROPOSED BUILDINGS:                                                        | 50,050 SF               |
| PERCENT BUILDING COVERAGE:                                                       | 23.6 %                  |
| FLOOR AREA RATIO (50,050 / 212,096)                                              | 0.236                   |
| EXISTING IMPERVIOUS AREA: (includes existing buildings, existing pavement areas) | 5,126 SF                |
| PROPOSED IMPERVIOUS AREA:                                                        | 95,845 SF               |
| PROPOSED PERCENT IMPERVIOUS: (% of lot area; 95,845 / 212,096)                   | 45.2 %                  |
| PROPOSED PERVIOUS AREA: (landscape, turf areas)                                  | 116,251 SF              |
| PROPOSED PERCENT PERVIOUS AREA: (% of lot area; 116,251 / 212,096)               | 54.8 %                  |
| DISTURBANCE AREA:                                                                | 210,811 SF = 4.8 AC     |

**EROSION CONTROL QUANTITIES:**

| ITEM:                         | QUANTITY | UNIT |
|-------------------------------|----------|------|
| ROCK ENTRANCE                 | 1        | EA   |
| SILT FENCE                    | 1,646    | LF   |
| 10" WOOD FIBER LOG            | 864      | LF   |
| MULCH TYPE 3 & DISC ANCHORING | 0.54     | AC   |
| EROSION BLANKET CAT. 3        | 5,131    | SY   |
| INLET PROTECTION              | 3        | EA   |

**INDEX OF CIVIL SITE DRAWINGS:**

- C0 PROJECT LOCATION PLAN
- C1 SITE PLAN
- C2 GRADING AND DRAINAGE PLAN
- C3 STORM SEWER PLAN
- C4 STORM WATER POLLUTION PREVENTION PLAN
- C5 EXISTING CONDITIONS & REMOVAL PLAN
- C6 DETAILS
- C7 DETAILS



CLIENT:

**SCHERBER & ASSOCIATES, LLC**

305 Lakeview Ave.  
Tonka Bay, MN 55331

Craig Scherber  
612-810-8400  
cescherber@yahoo.com

**CORCORAN STORAGE II  
SITE IMPROVEMENT PROJECT**

**23790 State Highway No. 55  
Corcoran, Minnesota 56340**

**STORM WATER POLLUTION  
PREVENTION PLAN**

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

Date: 07/19/23 Reg. No. 24348  
PREPARED BY: CIVIL ENGINEERING SITE DESIGN  
116 East Broadway St.  
Monticello, Mn 56362  
Phone: 763-314-0929  
www.civiled.com

REVISIONS  
02/10/23 INDICATE LANDSCAPE EASEMENT, SHIF ACCESS LOCATION  
07/19/23 CLARIFY BUFFER, YARD LOCATION, ADJ. SITE ELEVATIONS

|               |          |             |            |
|---------------|----------|-------------|------------|
| DATE 06/20/23 | SD       | SD          | SD         |
|               | DRAWN BY | DESIGNED BY | CHECKED BY |

FILE NO. 00915



Storm Water Pollution Prevention Plan

**DEMOLITION NOTES**

1. Install perimeter sediment controls as soon as possible during clear and grub operations. See Erosion Control Plan.
2. Provide air quality control measures at the request of the Engineer or City Representatives. Take necessary measures to keep dust levels to a minimum. Provide sweeping of adjacent paving as needed, or as required by the City Engineer.
3. Locate and protect all utility lines prior to and during demolition. Utility locations shown are based on best available information and are not guaranteed. Contact private utility service for disconnection and removal.
4. Remove or relocate all existing site features that interfere with the proposed construction.
5. Protect existing site features that are to remain during construction. Replace anything damaged with new construction.
6. Pavement shall be saw cut at limits of removal unless noted otherwise. Do not impede existing traffic circulation to adjacent businesses or streets.
7. Sufficient topsoil shall be stockpiled to allow for the replacement of 6" of topsoil in disturbed areas to be re-vegetated.
8. All construction and post-construction parking shall be on-site. At no time shall parking, loading, or unloading be allowed on public streets.
9. Storage of materials or equipment shall not be allowed within public Right-of-Way and shall be maintained on site within project boundaries.

**SURVEY DATA**

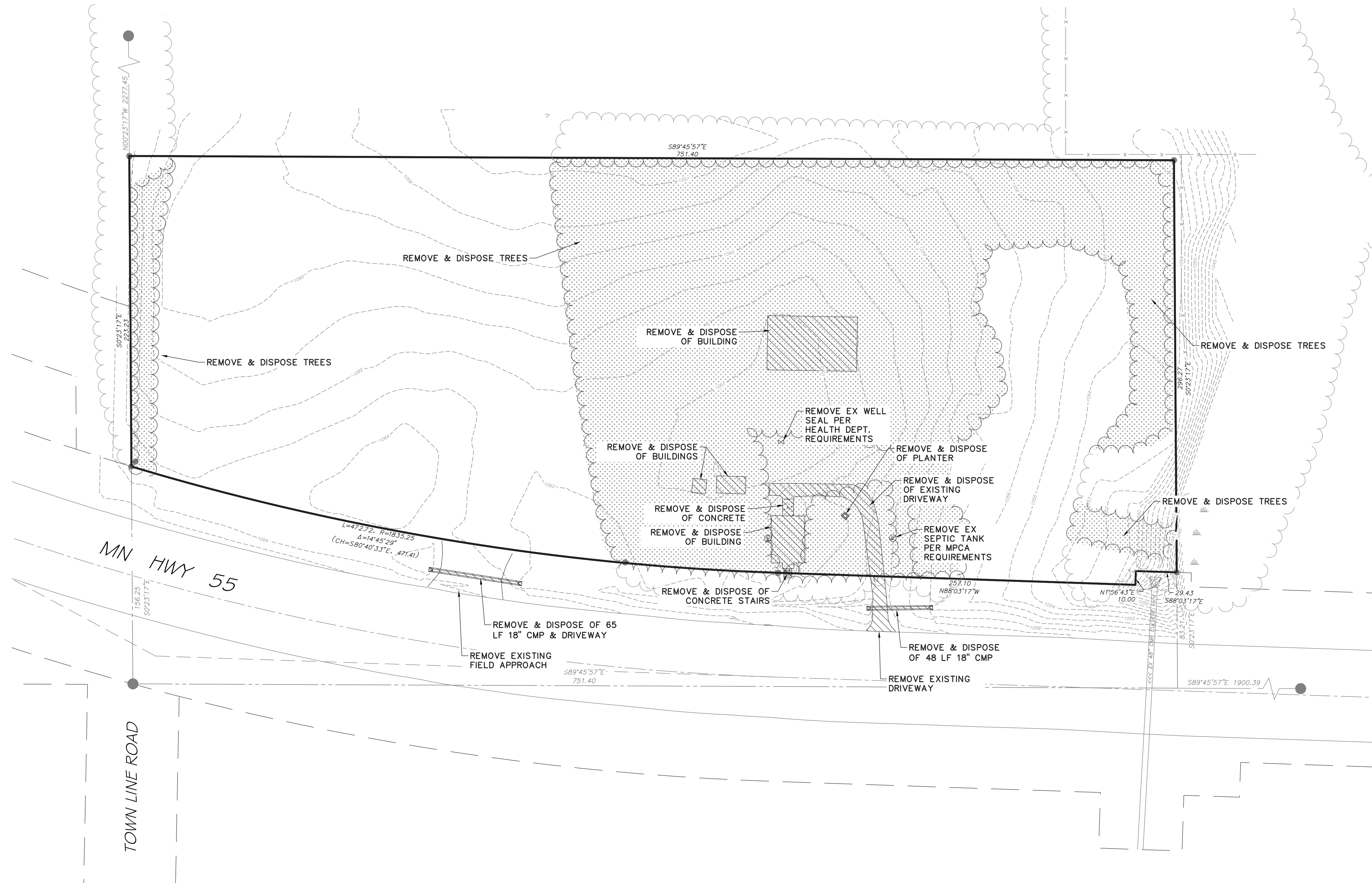
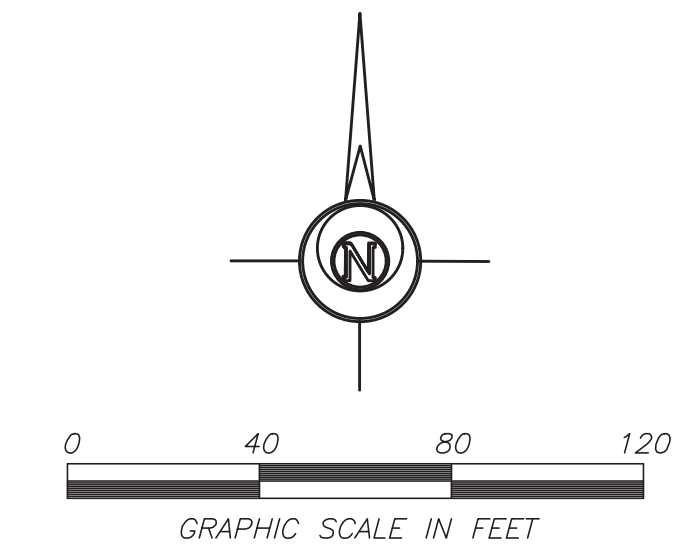
SURVEY INFORMATION PROVIDED BY:  
 NORTHWESTERN SURVEYING & ENGINEERING, INC.  
 P.O. BOX 3067  
 BEMIDJI, MN 56601  
 DATED: 06/16/2023  
 BENCHMARK:  
 MNDOT MONUMENT 2722 L  
 ELEVATION=1063.794 NAVD88  
 NGVD29+0.40=MAVD88

**LEGEND:**

- 908 --- Existing Contours
- Existing Sanitary Sewer
- Existing Water Main
- Existing Storm Sewer
- Existing Trees
- Existing Bndy Line
- [Hatched Box] PROPOSED DEMOLITION & REMOVAL AREA
- [Dotted Box] PROPOSED TREE REMOVAL AREA

**EXISTING PROPERTY DESCRIPTION**

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Craig Scherber  
 612-810-8400  
 ccscherber@yahoo.com

**CORCORAN STORAGE II  
 SITE IMPROVEMENT PROJECT**

23790 State Highway No. 55  
 Corcoran, Minnesota 56340

**EXISTING CONDITION &  
 REMOVAL PLAN**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
*Sar D. Walker*

Date: 07/19/23 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

118 East Broadway St.  
 Monticello, Mn 56362  
 Phone: 763-314-0929  
 www.civileng.com

REVISIONS  
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 07/19/23 CLARIFY BUFFER YARD LOCATION, ADJ. SITE ELEVATIONS

|      |          |          |    |             |    |            |    |
|------|----------|----------|----|-------------|----|------------|----|
| DATE | 06/20/23 | DRAWN BY | SD | DESIGNED BY | SD | CHECKED BY | SD |
|------|----------|----------|----|-------------|----|------------|----|

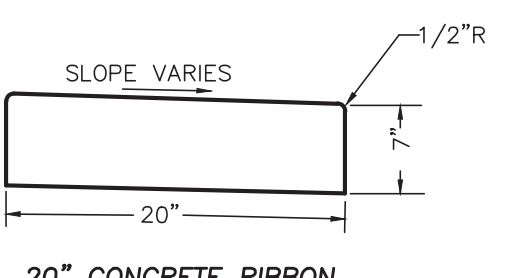
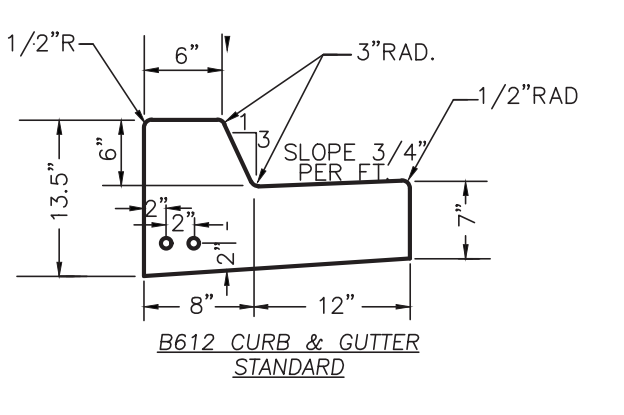
FILE NO. 00915

**INDEX OF CIVIL SITE DRAWINGS:**

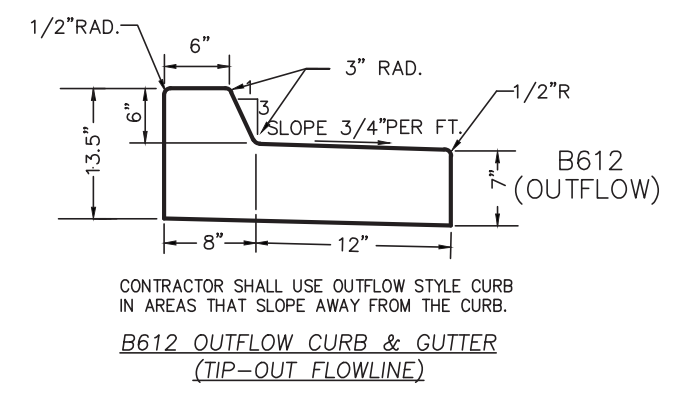
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**C5**

Existing Conditions &  
 Removal Plan

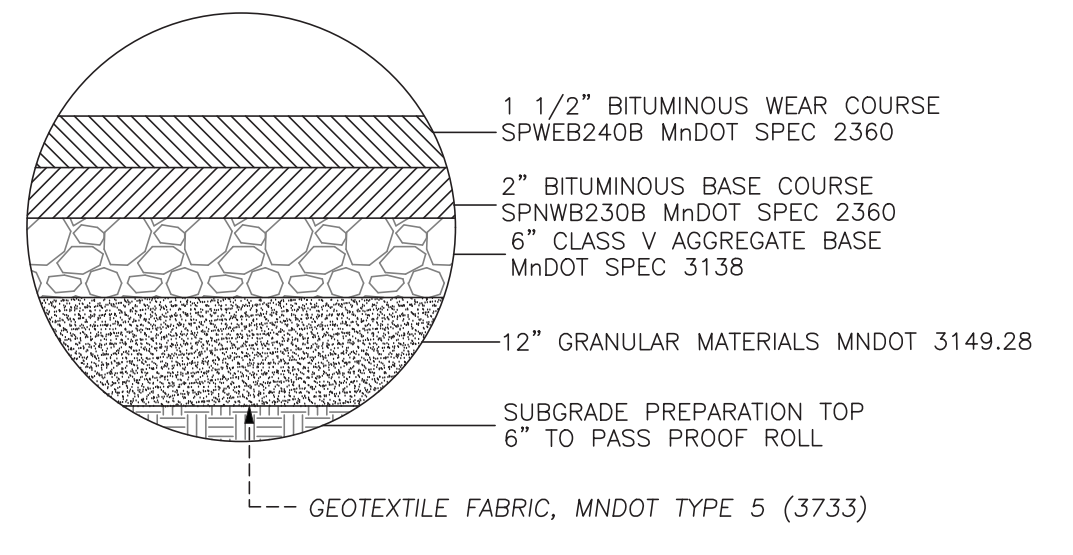


20" CONCRETE RIBBON CURB DETAIL



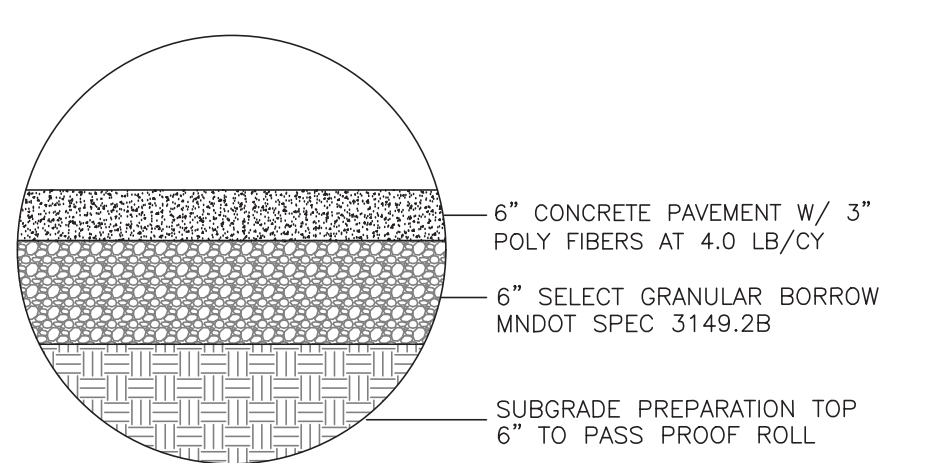
B612 CURB & GUTTER STANDARD

CONTRACTOR SHALL USE OUTFLOW STYLE CURB IN AREAS THAT SLOPE AWAY FROM THE CURB. B612 OUTFLOW CURB & GUTTER (TIP-OUT FLOWLINE)



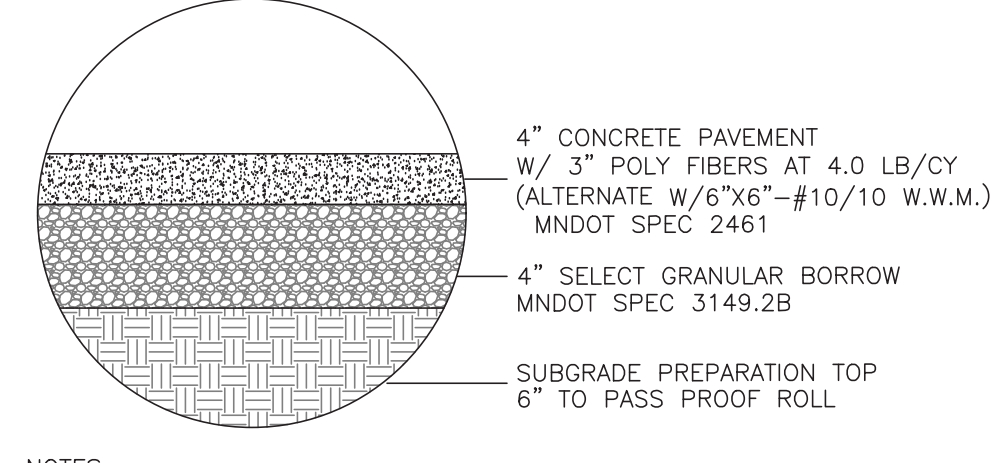
NOTE: SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

BITUMINOUS PAVEMENT



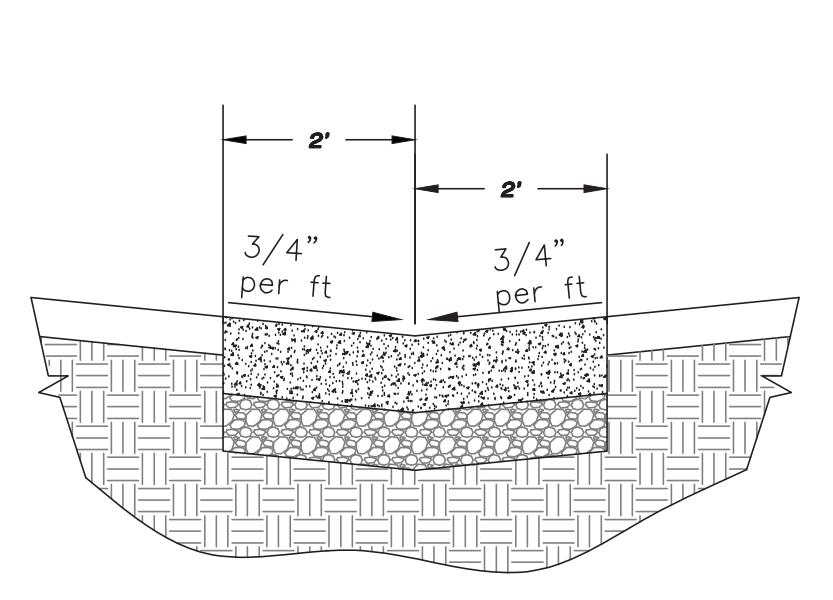
NOTES:  
 1. CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461  
 MIX No. 3F32 FOR SLIPFORM PLACEMENT  
 MIX No. 3F52 FOR MANUAL PLACEMENT  
 2. CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301  
 3. CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 12'-0" O.C.  
 4. SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - HEAVY DUTY

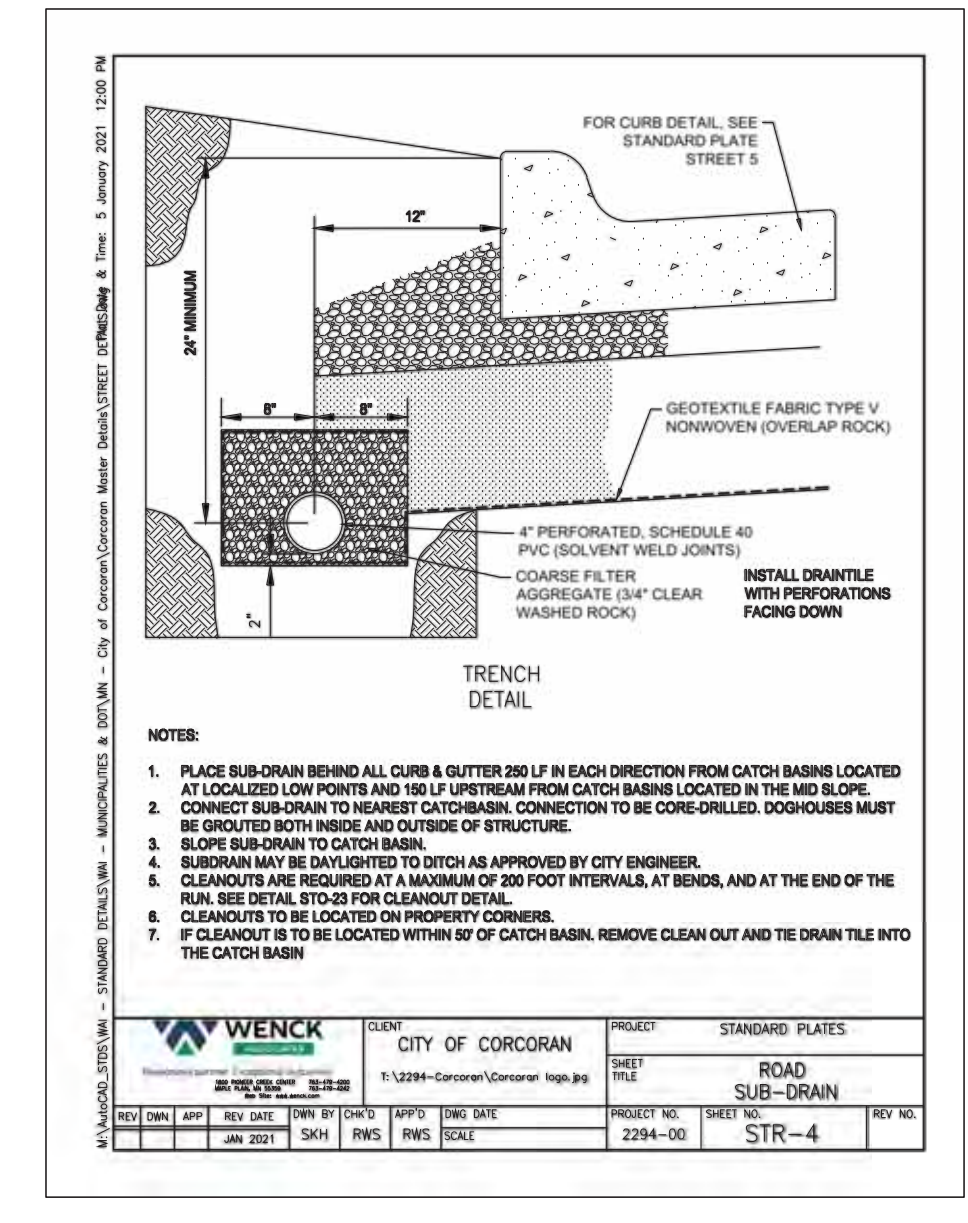
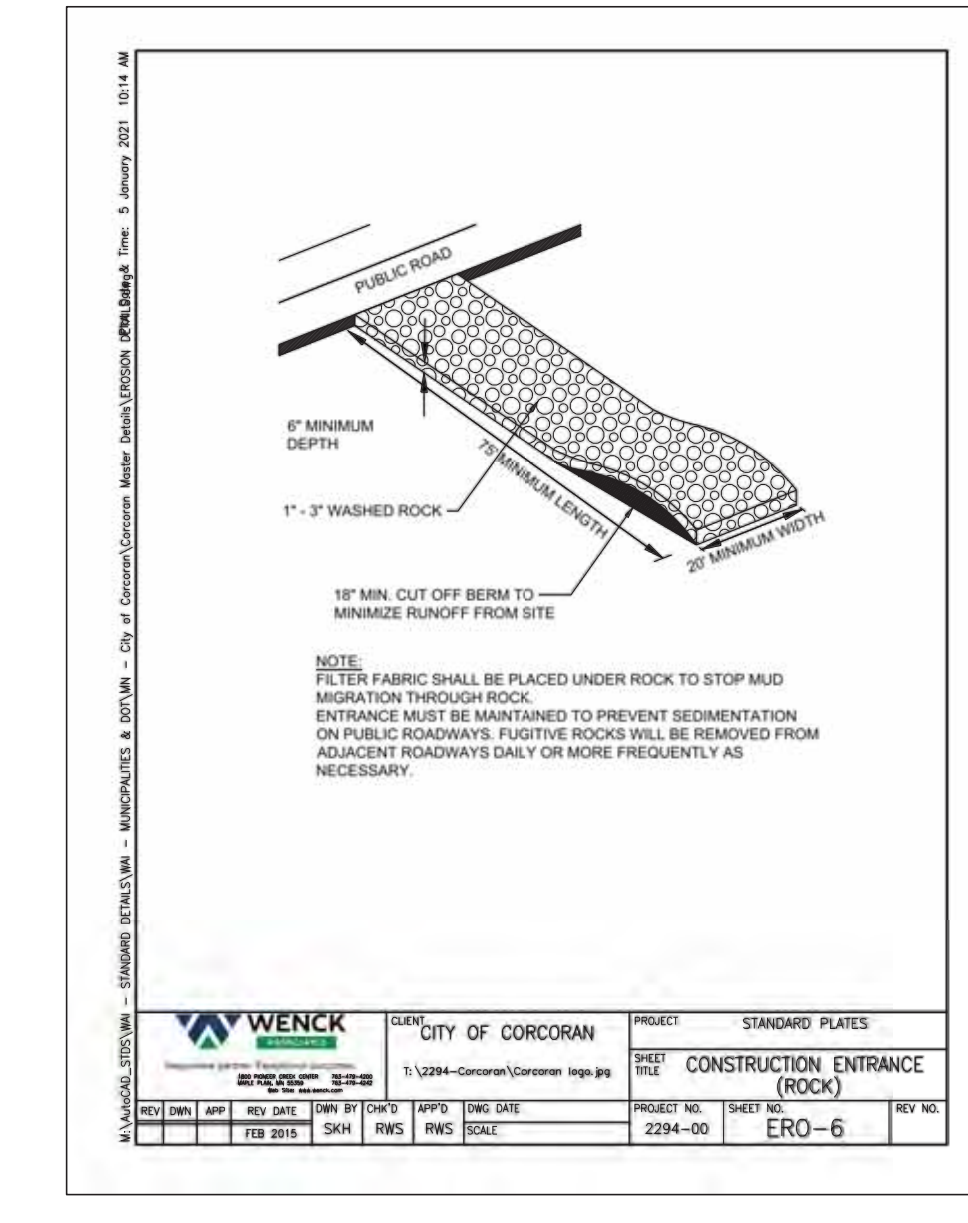
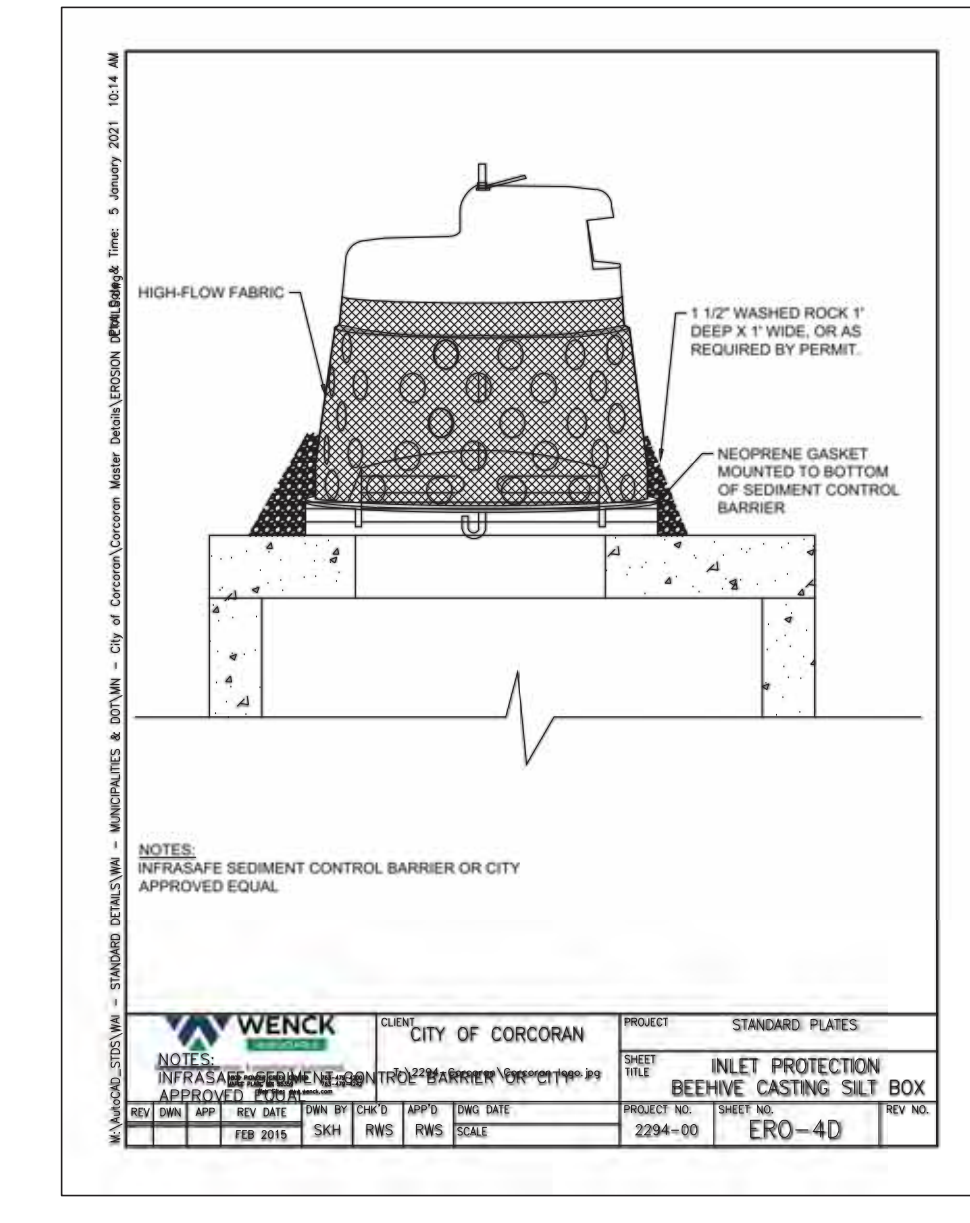
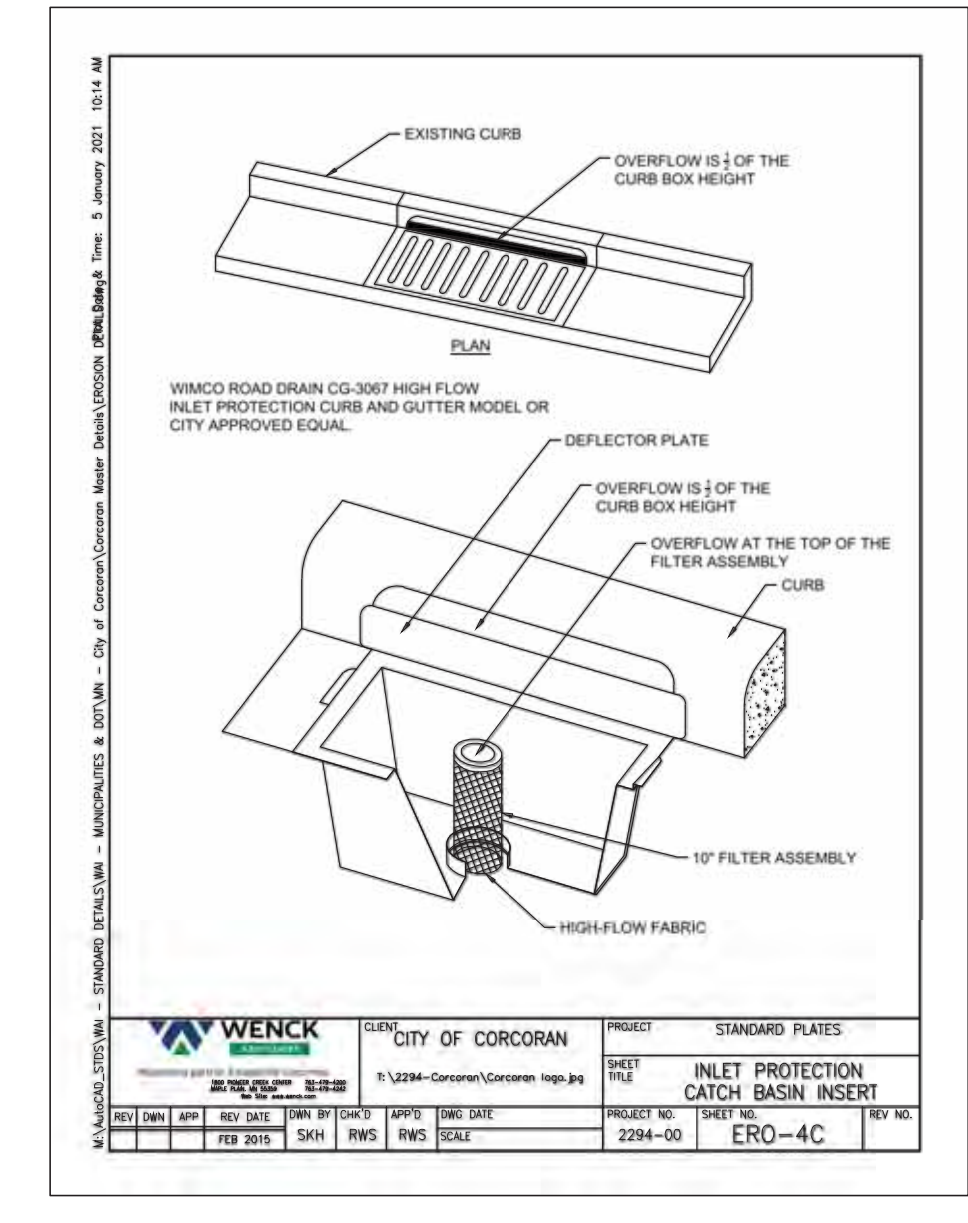
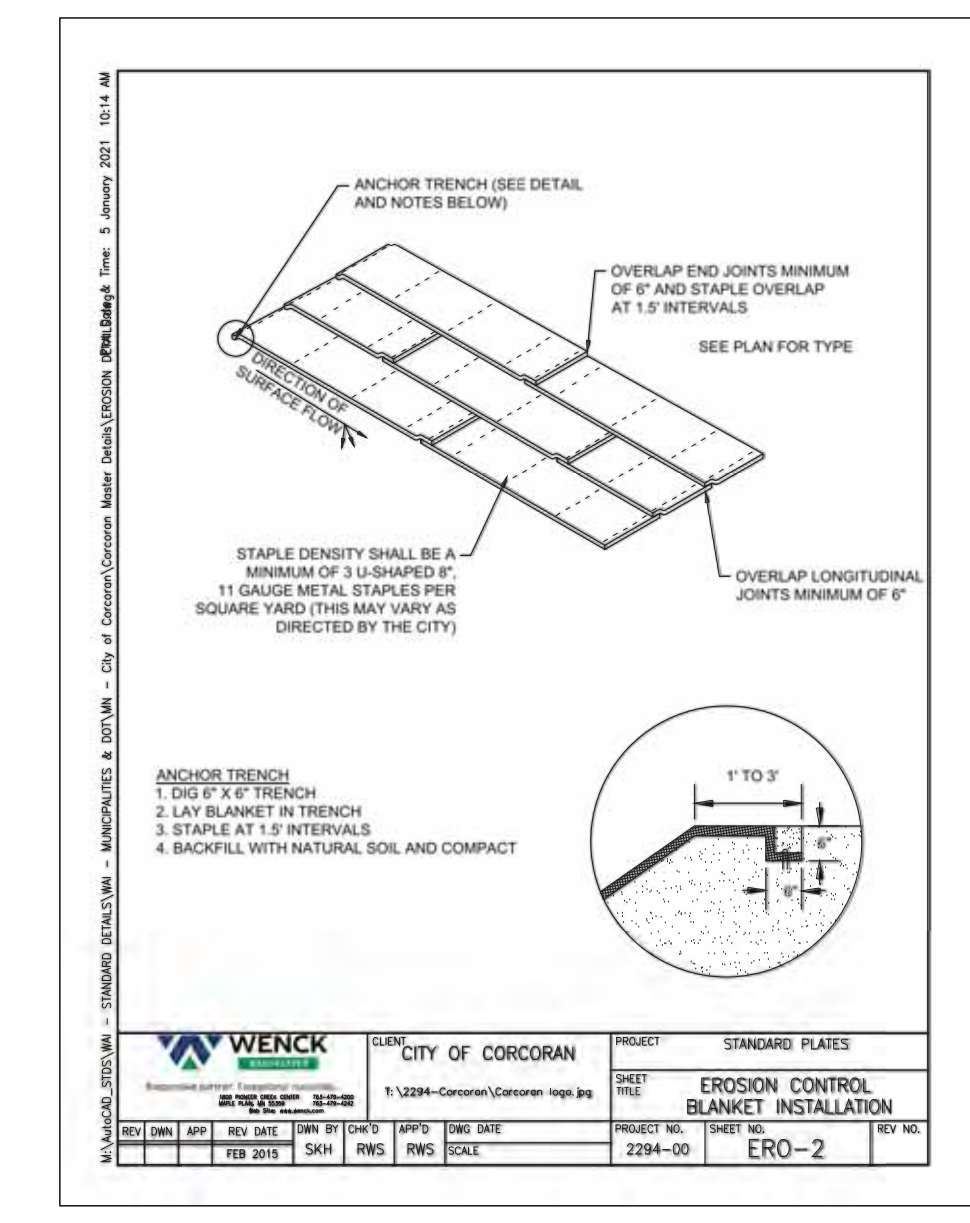
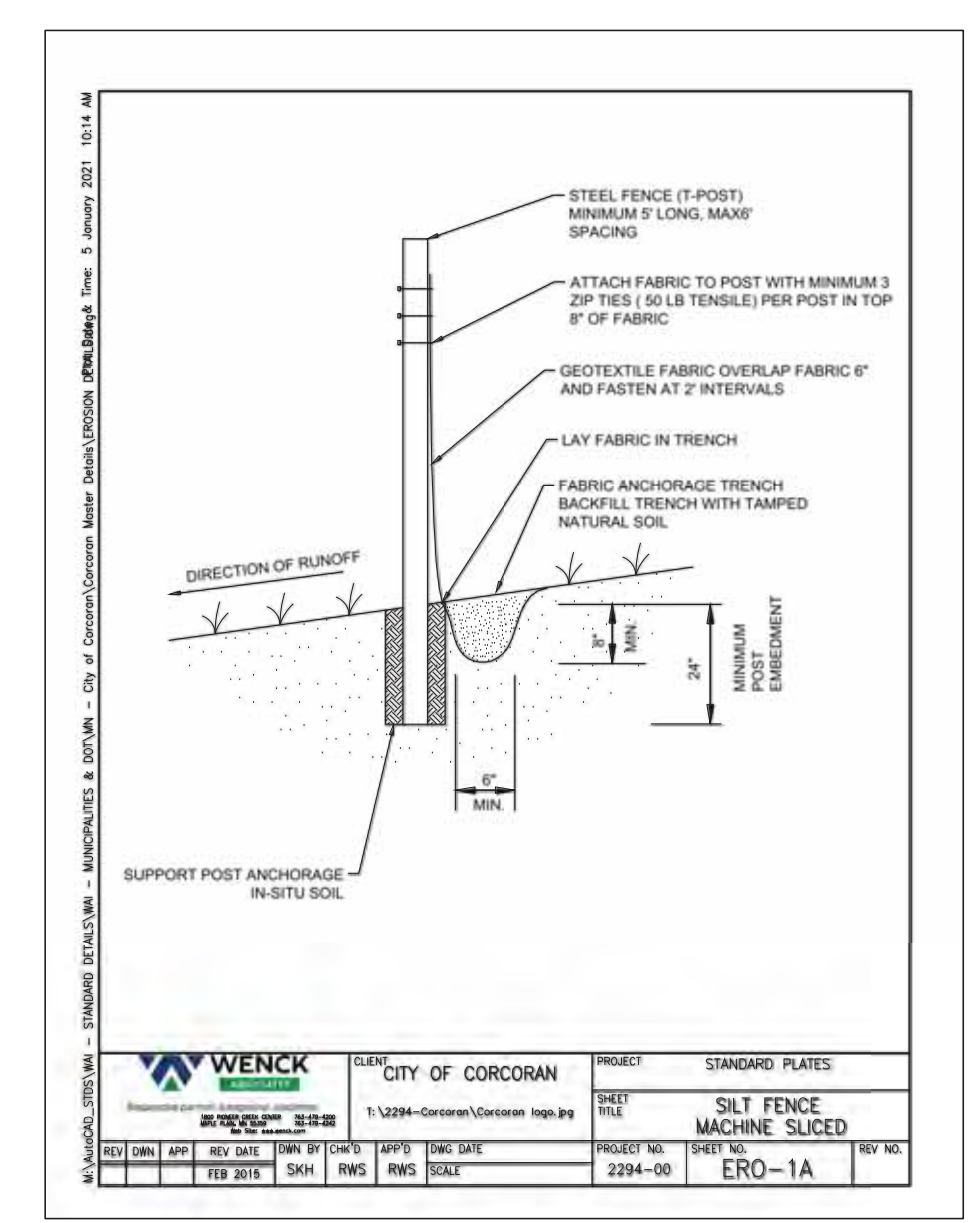
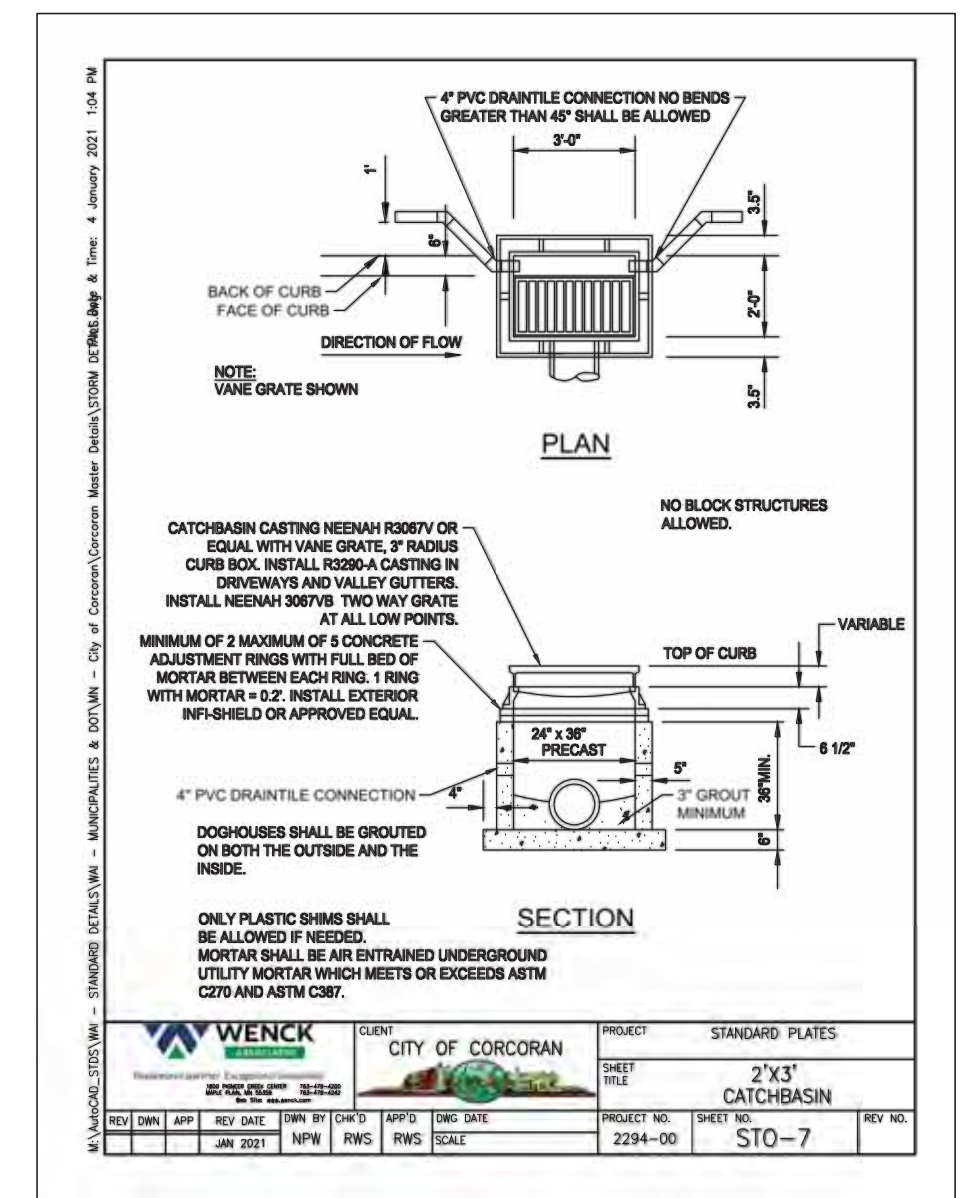
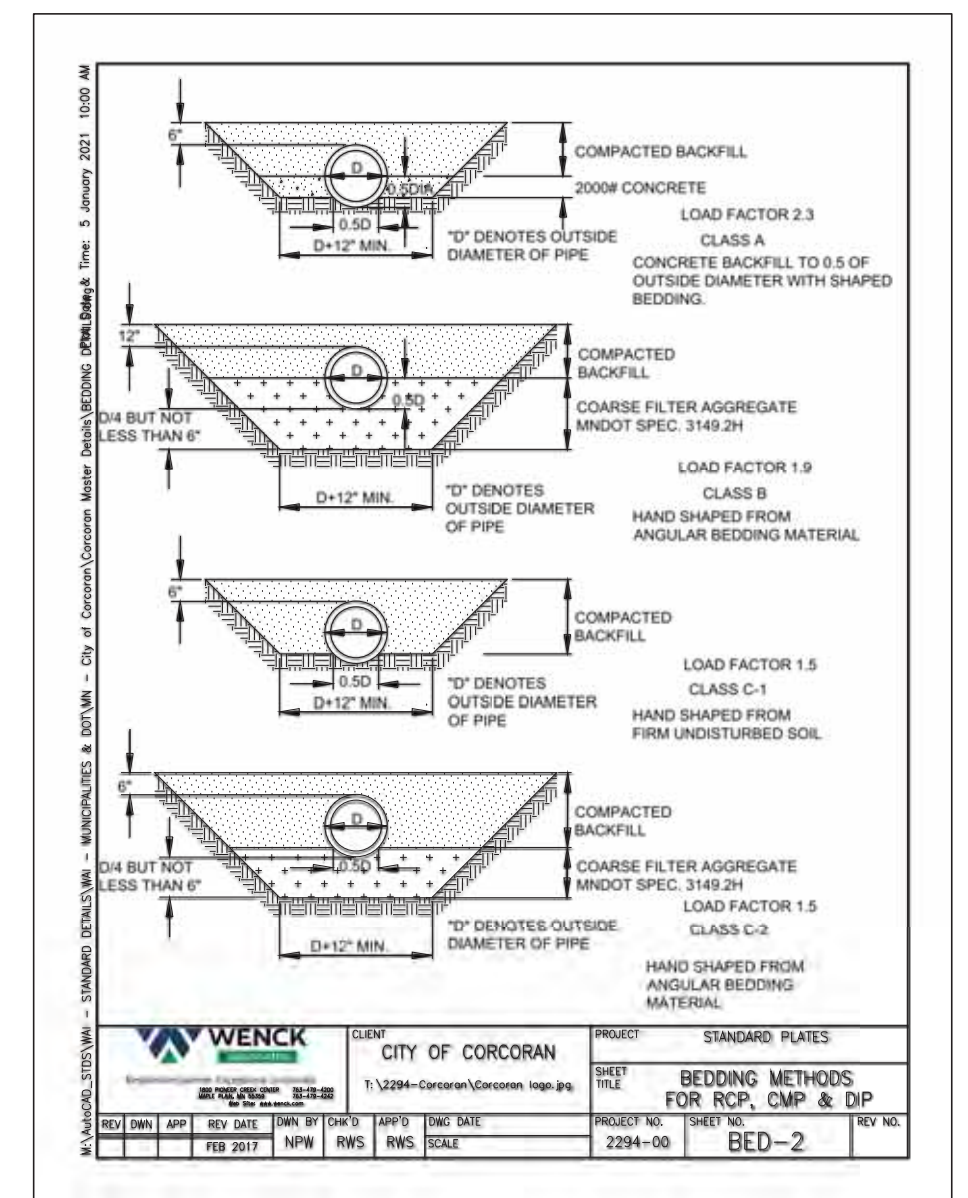
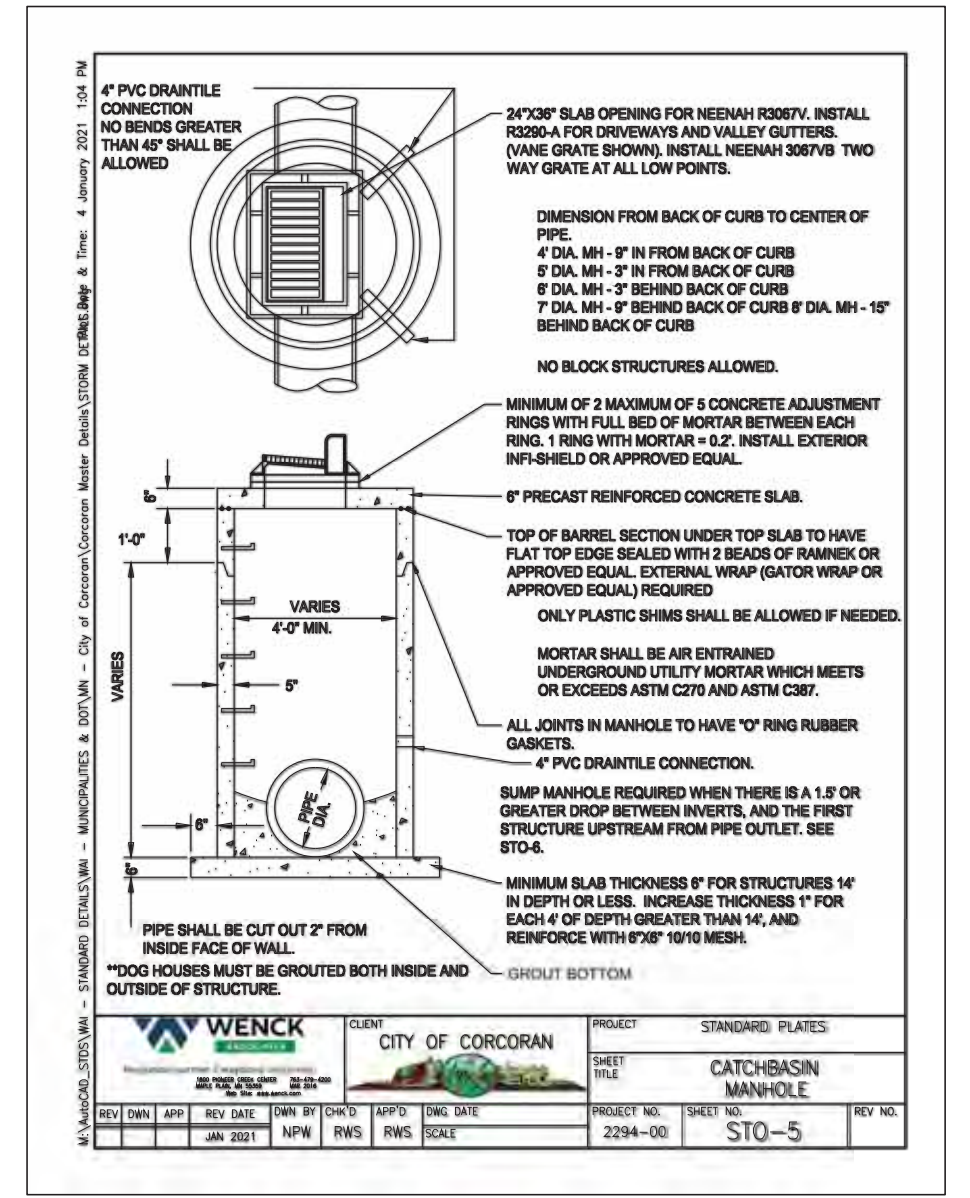
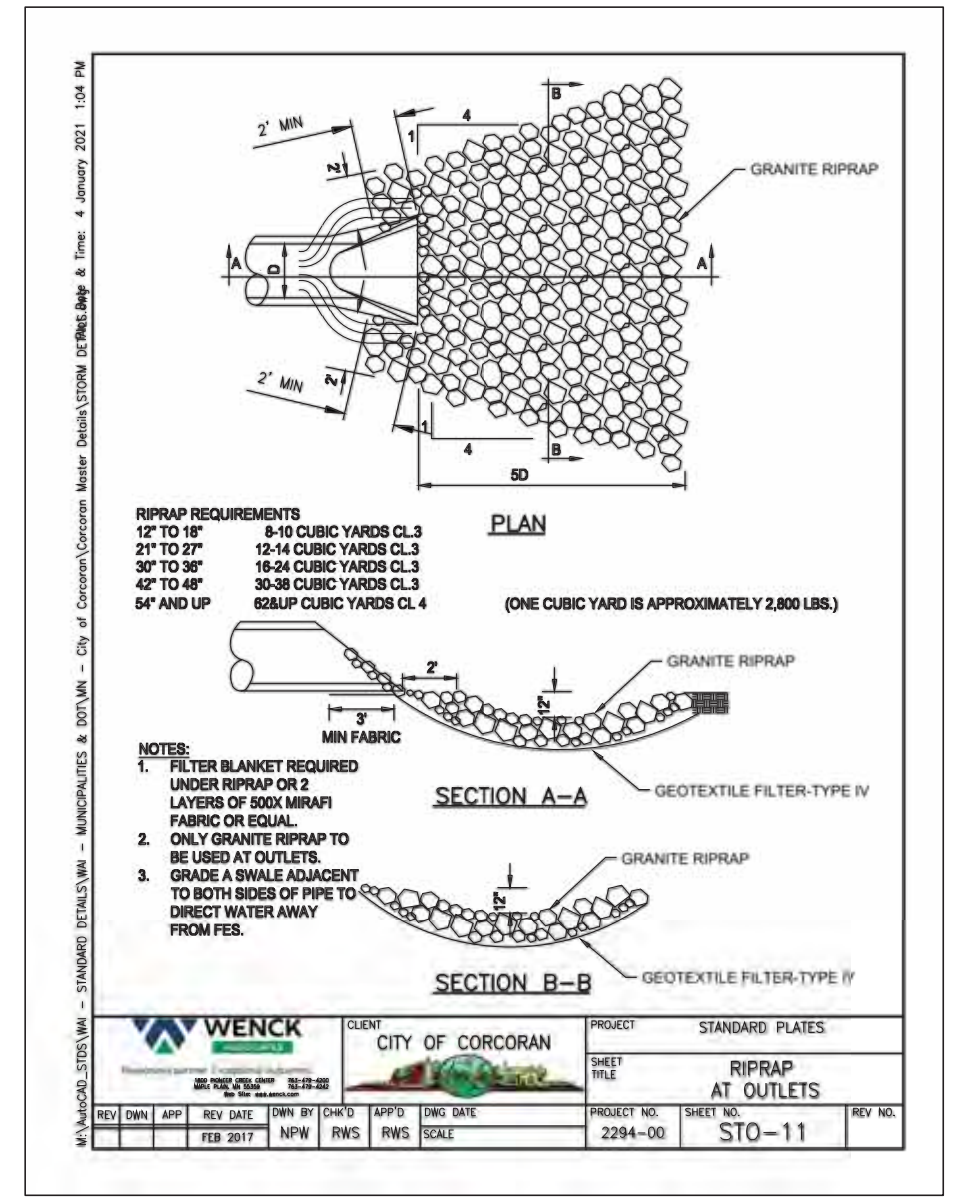
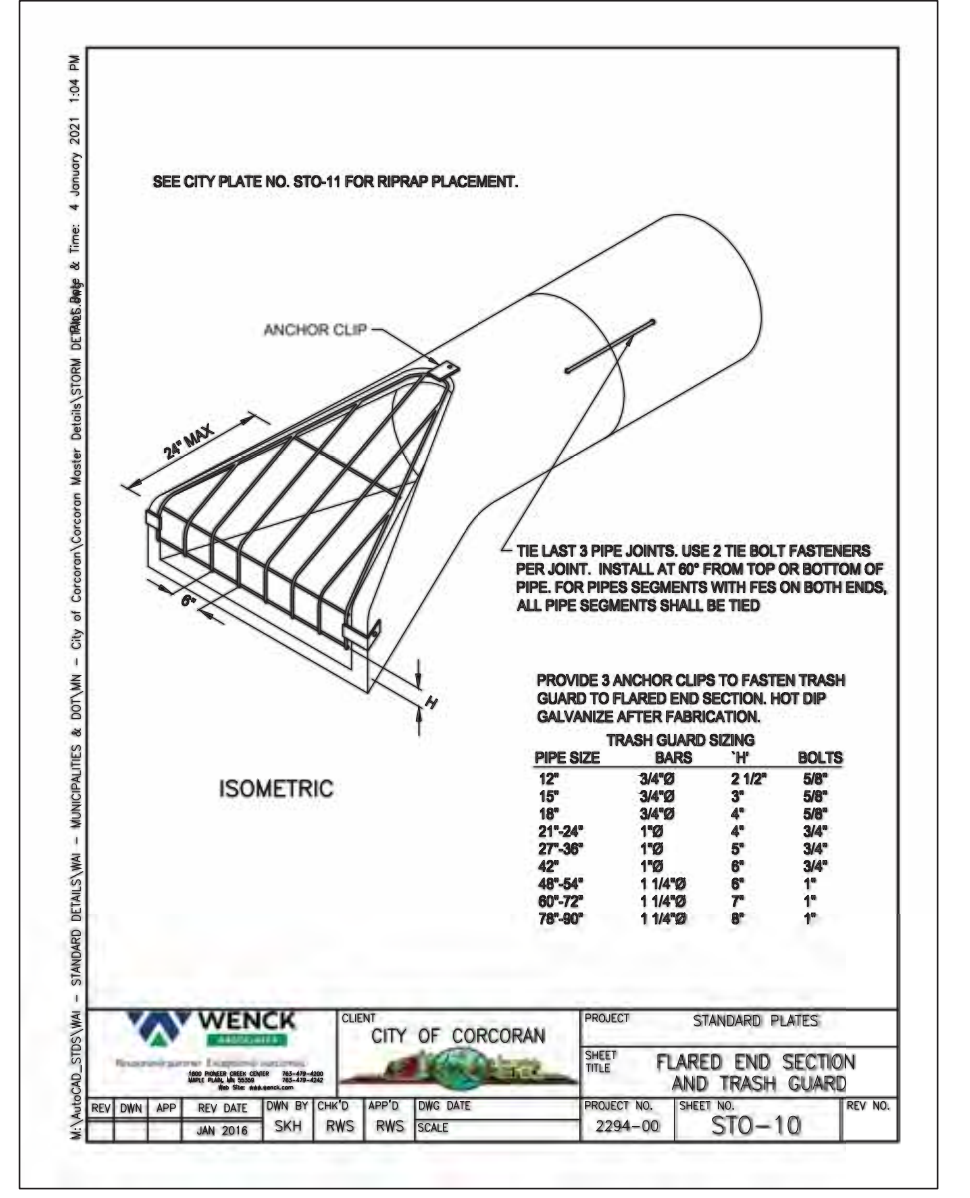
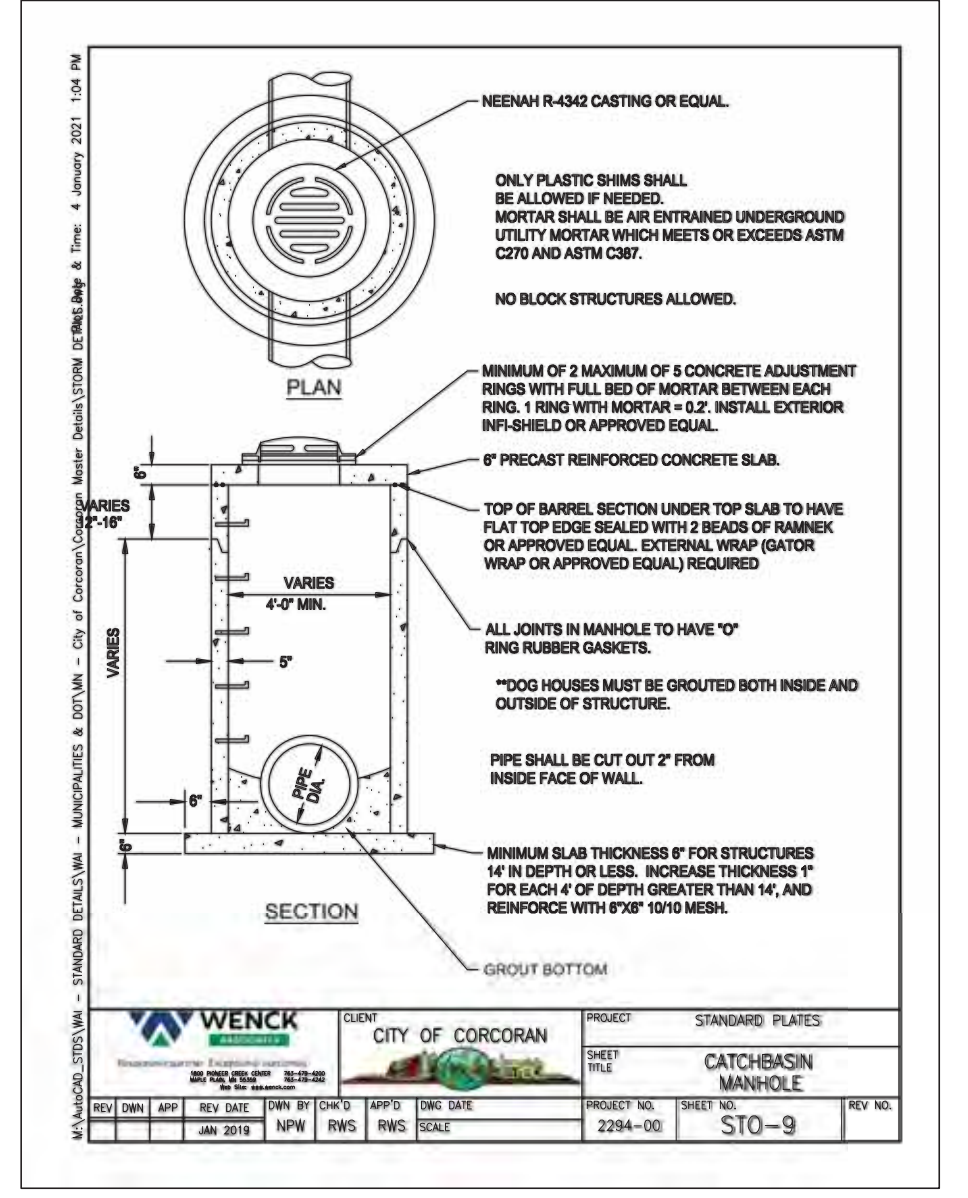


NOTES:  
 1. CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461  
 MIX No. 3F32 FOR SLIPFORM PLACEMENT (4,500 PSI)  
 MIX No. 3F52 FOR MANUAL PLACEMENT (4,500 PSI)  
 2. CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301  
 3. CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 6'-0" O.C.  
 4. SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - LIGHT DUTY (PRIVATE SIDEWALK)



CONCRETE VALLEY GUTTER WITH HEAVY DUTY CONCRETE PAVEMENT SECTION



CLIENT:  
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 Tonka Bay, MN 55331  
 Craig Scherber  
 612-810-8400  
 cescherber@yahoo.com

**CORCORAN STORAGE II SITE IMPROVEMENT PROJECT**  
 23790 State Highway No. 55  
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 DETAILS

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 1118 East Broadway St.  
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 Phone: 763-314-0929  
 www.civilread.com

|       |                  |                          |                           |                      |                  |
|-------|------------------|--------------------------|---------------------------|----------------------|------------------|
| WENCK | CITY OF CORCORAN | PROJECT: STANDARD PLATES | SHEET: CATCHBASIN MANHOLE | PROJECT NO.: 2294-00 | SHEET NO.: STO-9 |
| REV   | DATE             | BY                       | CHK                       | APP                  | DATE             |
| 1     | 06/20/23         | SMH                      | RMS                       | RMS                  | 06/20/23         |

|       |                  |                          |                                           |                      |                   |
|-------|------------------|--------------------------|-------------------------------------------|----------------------|-------------------|
| WENCK | CITY OF CORCORAN | PROJECT: STANDARD PLATES | SHEET: FLARED END SECTION AND TRASH GUARD | PROJECT NO.: 2294-00 | SHEET NO.: STO-10 |
| REV   | DATE             | BY                       | CHK                                       | APP                  | DATE              |
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|       |                  |                          |                          |                      |                   |
|-------|------------------|--------------------------|--------------------------|----------------------|-------------------|
| WENCK | CITY OF CORCORAN | PROJECT: STANDARD PLATES | SHEET: RIPRAP AT OUTLETS | PROJECT NO.: 2294-00 | SHEET NO.: STO-11 |
| REV   | DATE             | BY                       | CHK                      | APP                  | DATE              |
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|       |                  |                          |                                            |                      |                   |
|-------|------------------|--------------------------|--------------------------------------------|----------------------|-------------------|
| WENCK | CITY OF CORCORAN | PROJECT: STANDARD PLATES | SHEET: INLET PROTECTION CATCH BASIN INSERT | PROJECT NO.: 2294-00 | SHEET NO.: ERO-4C |
| REV   | DATE             | BY                       | CHK                                        | APP                  | DATE              |
| 1     | 06/20/23         | SMH                      | RMS                                        | RMS                  | 06/20/23          |

|       |                  |                          |                                     |                      |                  |
|-------|------------------|--------------------------|-------------------------------------|----------------------|------------------|
| WENCK | CITY OF CORCORAN | PROJECT: STANDARD PLATES | SHEET: CONSTRUCTION ENTRANCE (ROCK) | PROJECT NO.: 2294-00 | SHEET NO.: ERO-6 |
| REV   | DATE             | BY                       | CHK                                 | APP                  | DATE             |
| 1     | 06/20/23         | SMH                      | RMS                                 | RMS                  | 06/20/23         |

|       |                  |                          |                       |                      |                  |
|-------|------------------|--------------------------|-----------------------|----------------------|------------------|
| WENCK | CITY OF CORCORAN | PROJECT: STANDARD PLATES | SHEET: ROAD SUB-DRAIN | PROJECT NO.: 2294-00 | SHEET NO.: STR-4 |
| REV   | DATE             | BY                       | CHK                   | APP                  | DATE             |
| 1     | 06/20/23         | SMH                      | RMS                   | RMS                  | 06/20/23         |

REVISIONS

|          |                                                    |
|----------|----------------------------------------------------|
| DATE     | DESCRIPTION                                        |
| 07/19/23 | INDICATE LANDSCAPE EASEMENT, SHIFT ACCESS LOCATION |
| 07/19/23 | CLARIFY BUFFER YARD LOCATION, ADJ. SITE ELEVATIONS |

|             |          |
|-------------|----------|
| DATE        | 06/20/23 |
| DRAWN BY    | SD       |
| DESIGNED BY | SD       |
| CHECKED BY  | SD       |

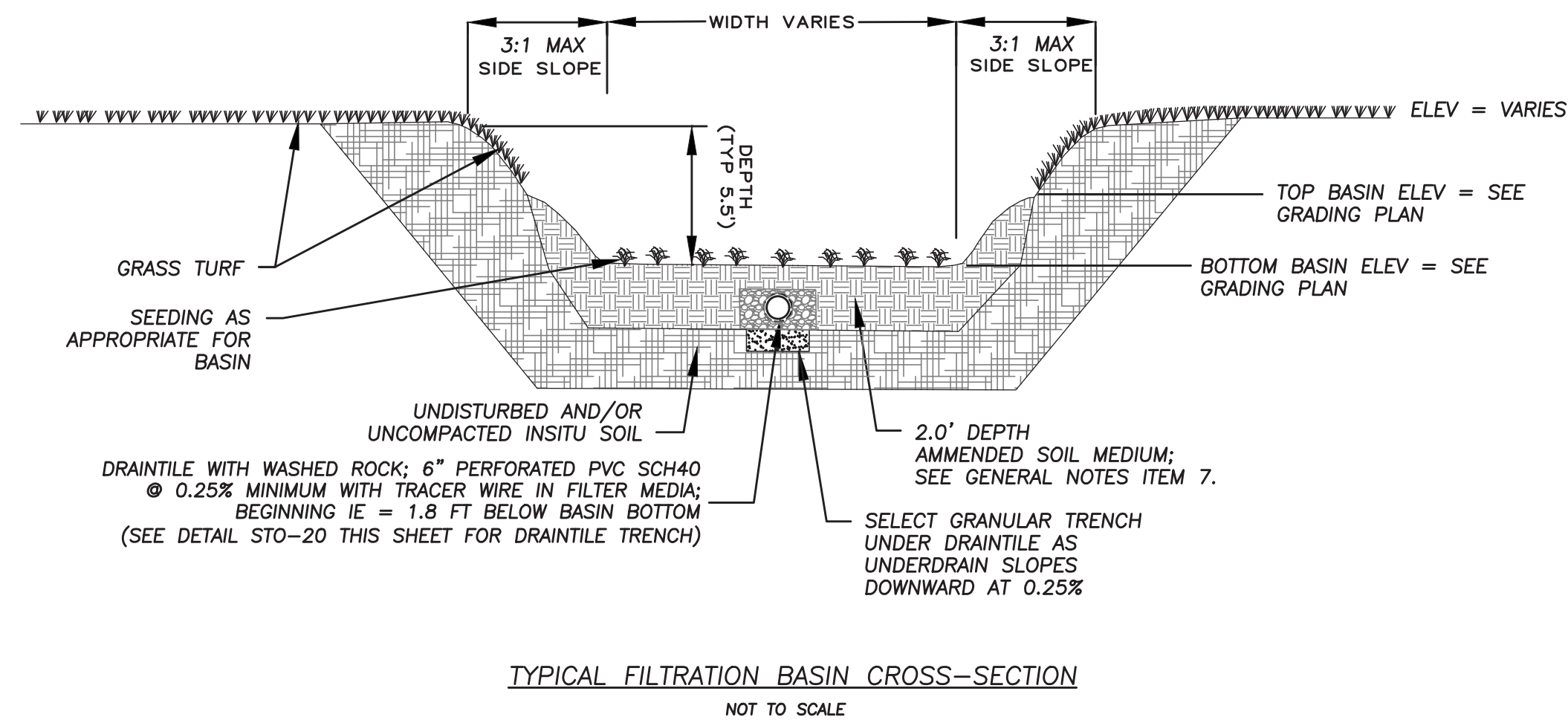
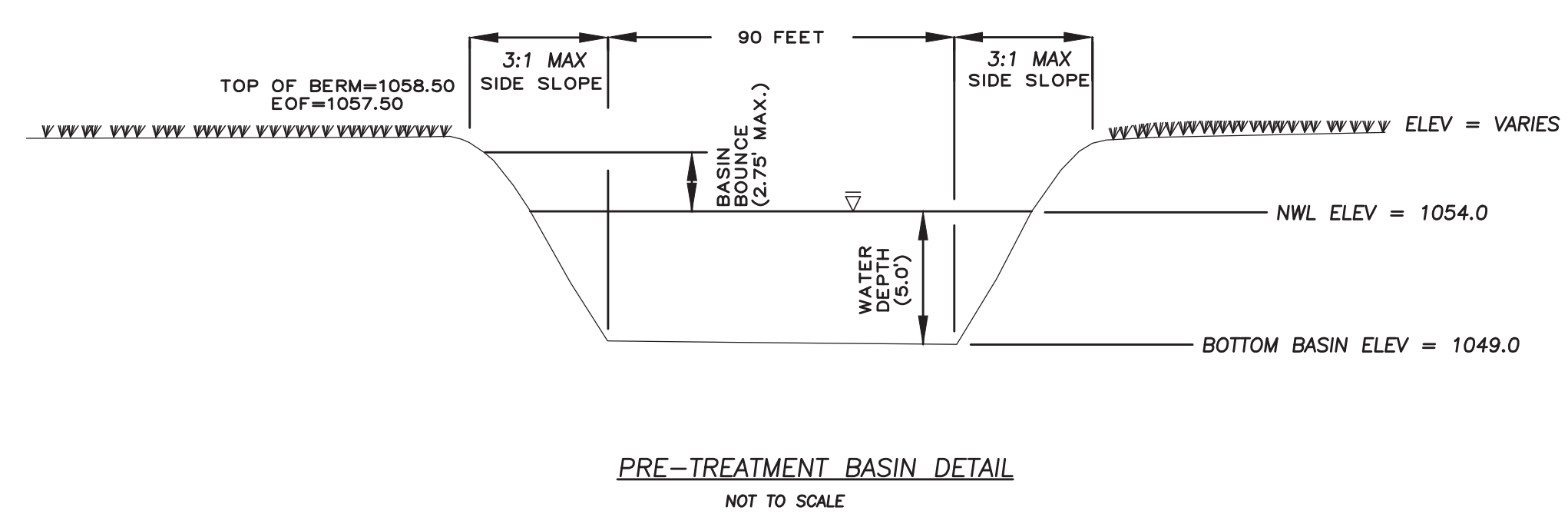
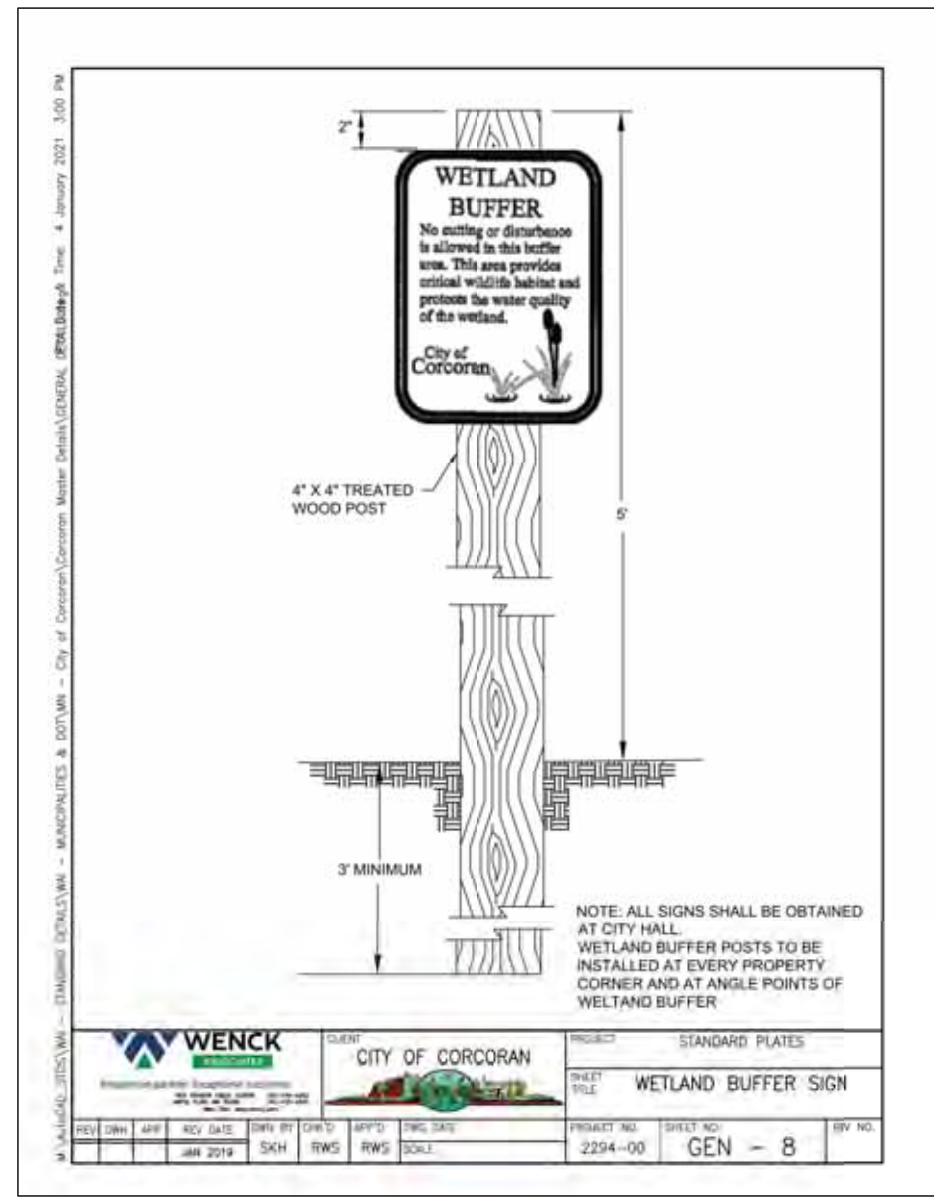
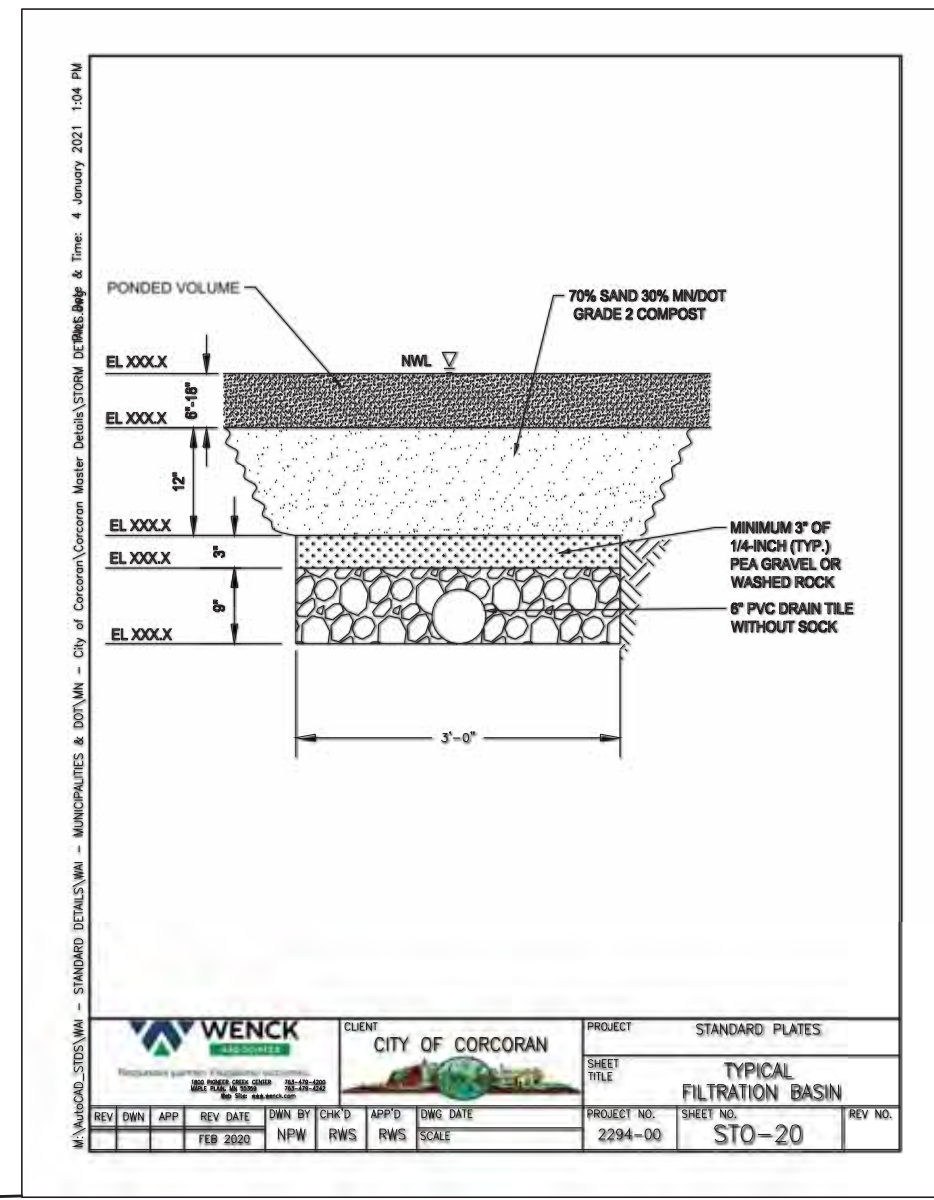
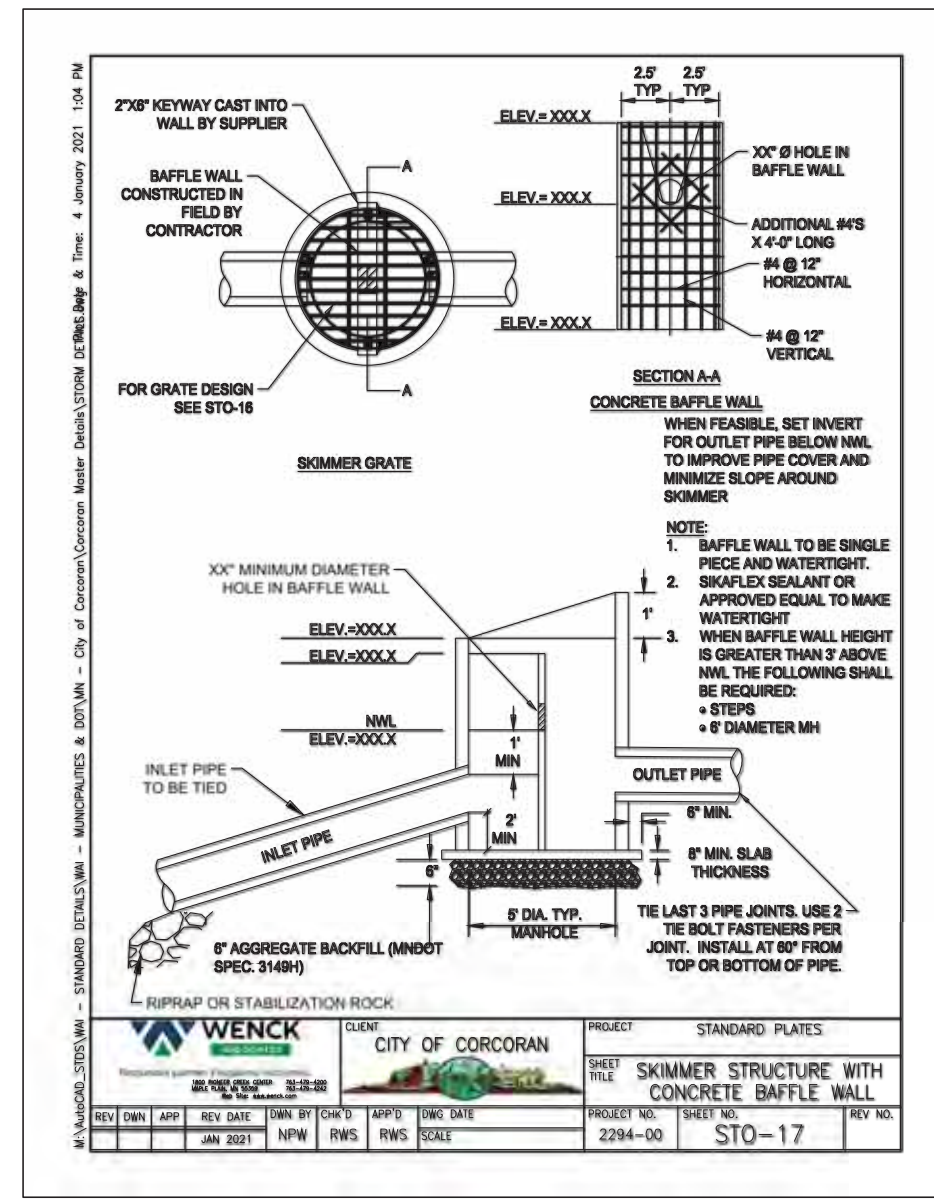
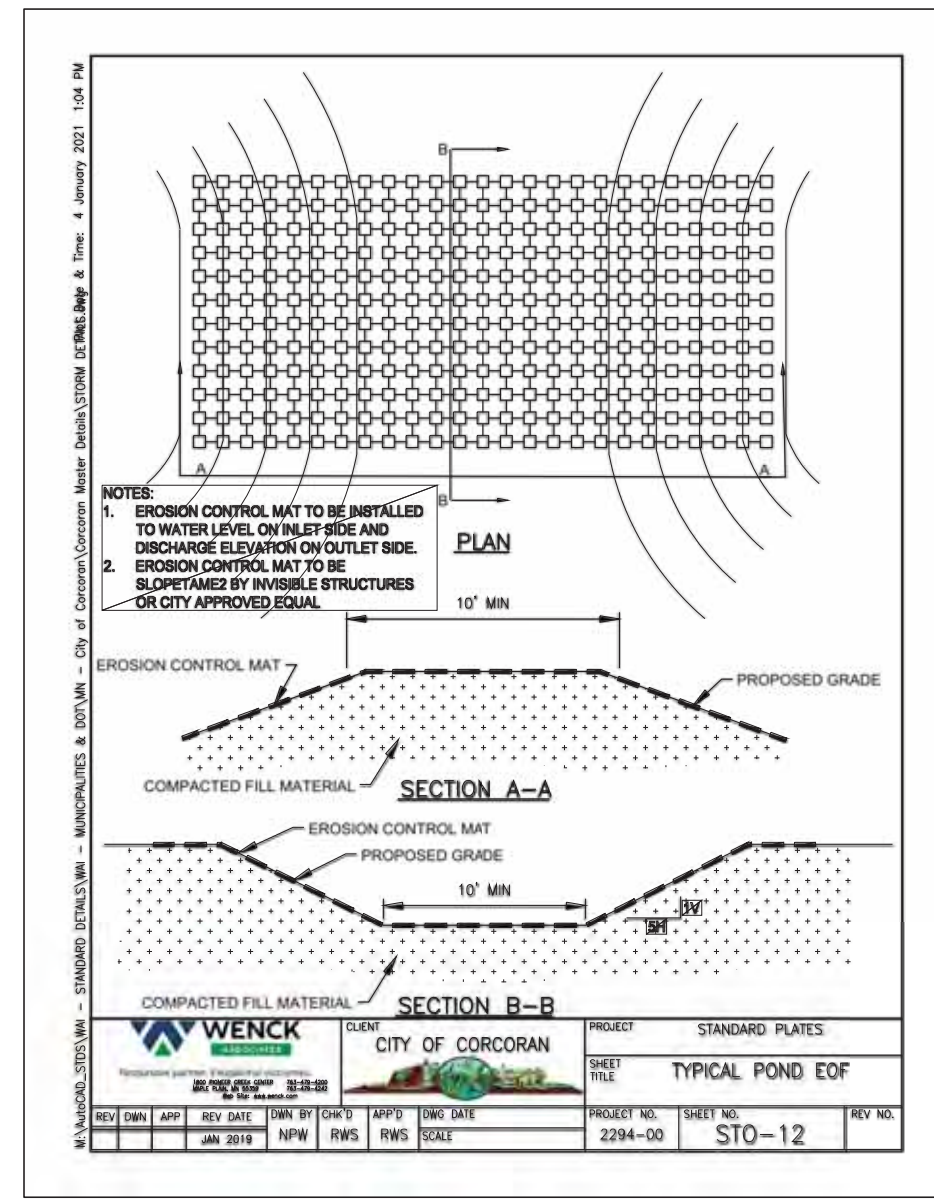
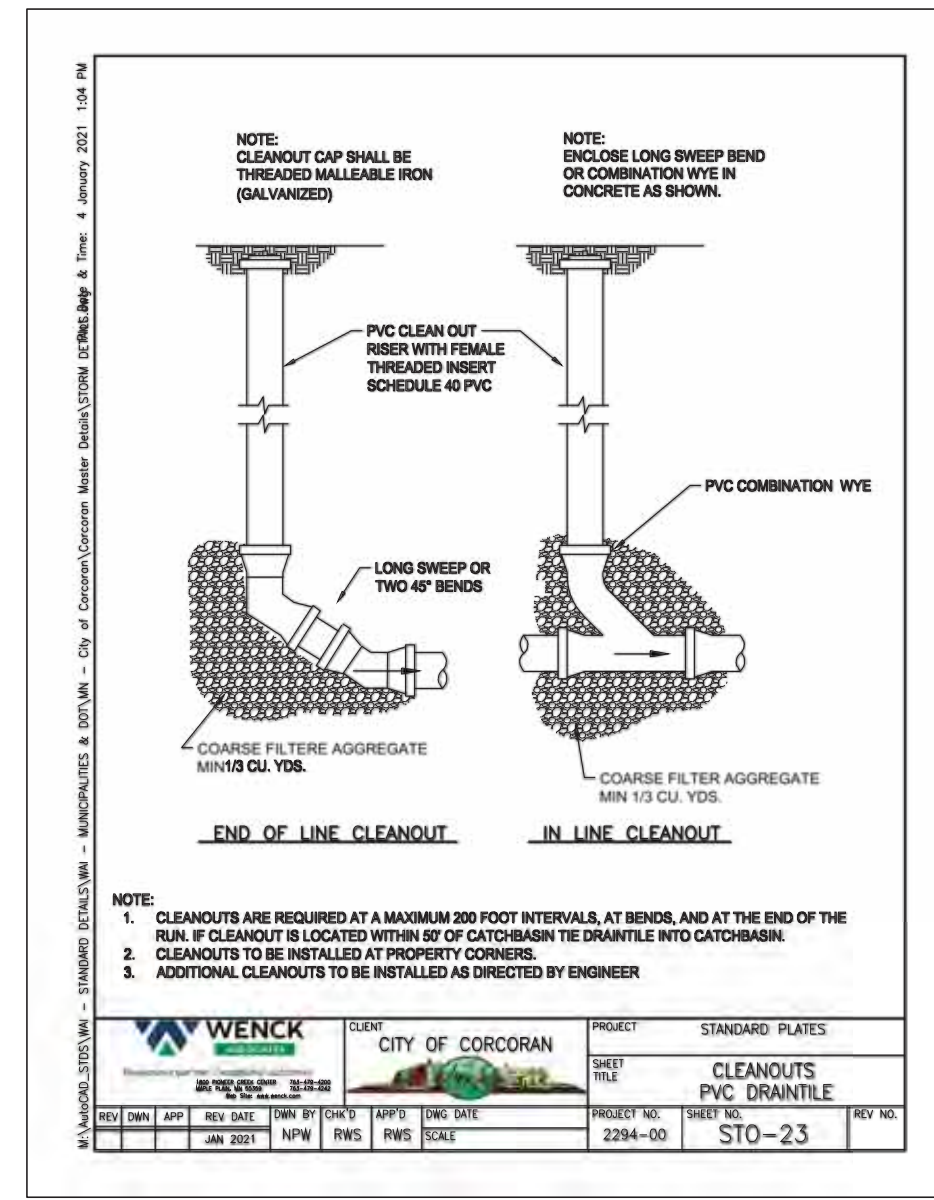
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INDEX OF CIVIL SITE DRAWINGS:

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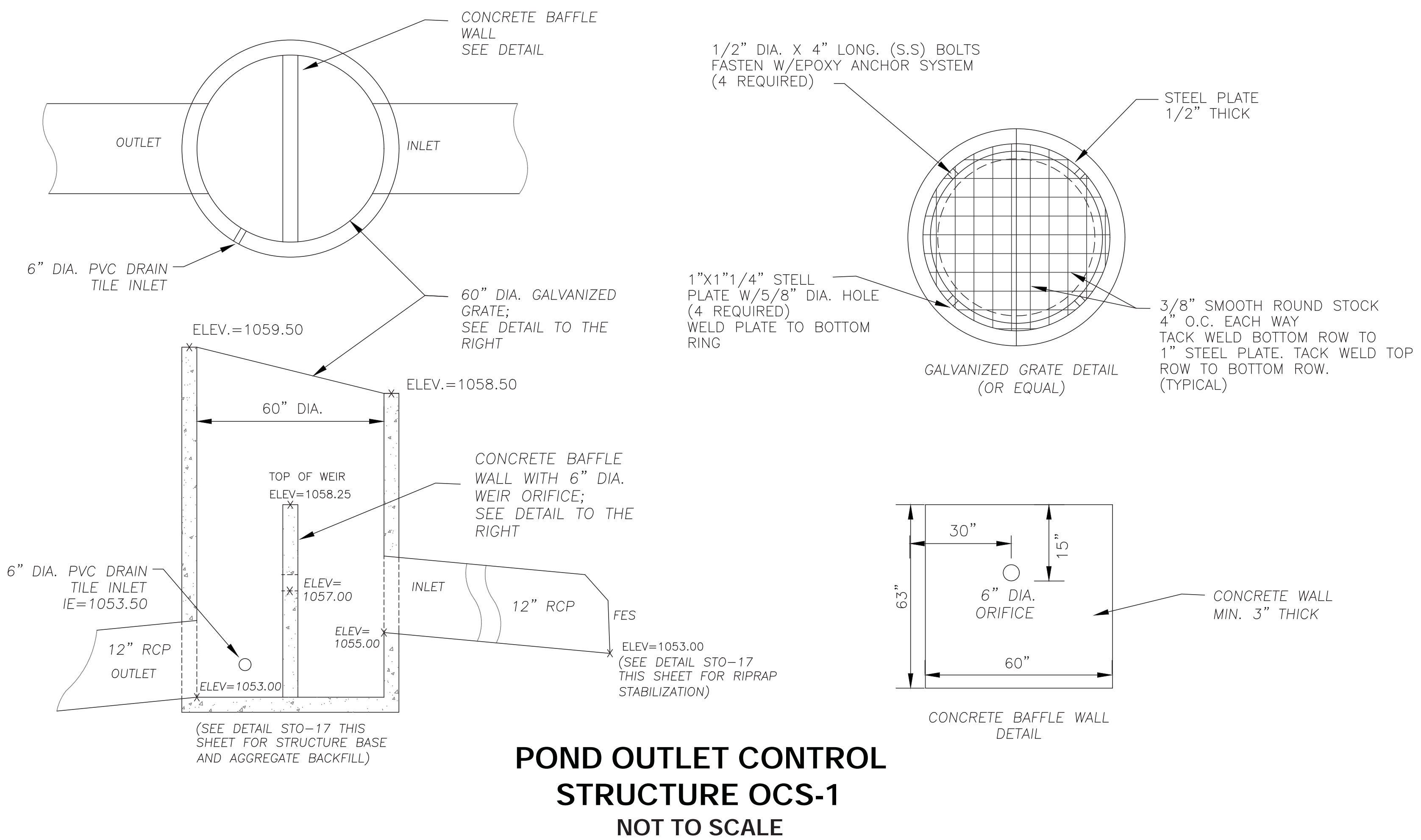
C6

Details



**FILTRATION BASIN GENERAL NOTES:**

- INSTALL ALL TEMPORARY EROSION CONTROL MEASURES (IN ACCORDANCE WITH MnDOT GENERAL CONDITIONS 2573) PRIOR TO THE START OF ANY CONSTRUCTION OPERATION THAT MAY CAUSE ANY SEDIMENTATION OR SILTATION AT THE SITE.
- INSTALL STORM DRAIN INLET PROTECTION TO PREVENT CLOGGING OF THE STORM SEWER AND SEDIMENT LOADS TO DOWNSTREAM STORM WATER FACILITIES OR WATERBODIES.
- IF THE STORM WATER BMP IS BEING DESIGNED TO SERVE AS A TEMPORARY SEDIMENT BASIN, GRADE THE BMP TO WITHIN 12" ABOVE THE FINAL GRADE TO PROTECT THE UNDERLYING MATERIAL FROM CLOGGING. ONCE CONSTRUCTION IN THE CONTRIBUTING DRAINAGE AREA HAS BEEN COMPLETED AND THE SITE IS STABILIZED, EXCAVATE THE INFILTRATION BASIN TO FINAL GRADE AND COMPLETE CONSTRUCTION OF THE FILTRATION BASIN.
- GRADING OF THE FILTRATION BASIN SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED.
- EXCAVATE THE FILTRATION BASIN TO THE SPECIFIED DEPTH (ELEVATION). ALL SUB MATERIAL BELOW THE SPECIFIED ELEVATION SHALL BE LEFT UNDISTURBED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL WILL NEED TO BE REMOVED FROM THE FILTRATION BASIN PRIOR TO INITIATING THE NEXT STEP IN THE FILTRATION BASIN CONSTRUCTION PROCESS. THIS IS ESPECIALLY IMPORTANT IF THE FILTRATION BASIN HAS BEEN DESIGNED TO INFILTRATE STORM WATER. SEDIMENT THAT HAS BEEN WASHED INTO THE FILTRATION BASIN DURING THE EXCAVATION PROCESS CAN SEAL THE PERMEABLE MATERIAL, SIGNIFICANTLY REDUCING THE INFILTRATION CAPACITY OF THE SOILS.
- FILTRATION BASIN SHALL BE OVER-EXCAVATED TO SPECIFIED DEPTH AND FILLED WITH A WELL BLENDED MPCA STORMWATER MANUAL MIXTURE "D" BY VOLUME OF 50%-65% SAND; 25%-35% TOPSOIL; 10%-15% ORGANIC MATTER (MnDOT GRADE 2 COMPOST)
- FILTRATION BASIN TO BE SEEDING WITH MNDOT SEED MIX 33-261 OR APPROVED EQUAL. SEEDING SHALL CONFORM TO MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- BOTTOM OF FILTRATION BASIN TO BE SEEDING AND SHALL BE MULCHED WITH CLEAN GRAIN STRAW (MnDOT TYPE 3) AT A RATE OF 2 TONS PER ACRE.
- SEEDING AND INSTALLATION OF ANY EROSION CONTROL BLANKET NECESSARY SHALL BE COMPLETED WITHIN SEVEN DAYS (7) DAYS OF FINAL GRADING.



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PREPARED BY: CIVIL ENGINEERING SITE DESIGN

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REVISIONS

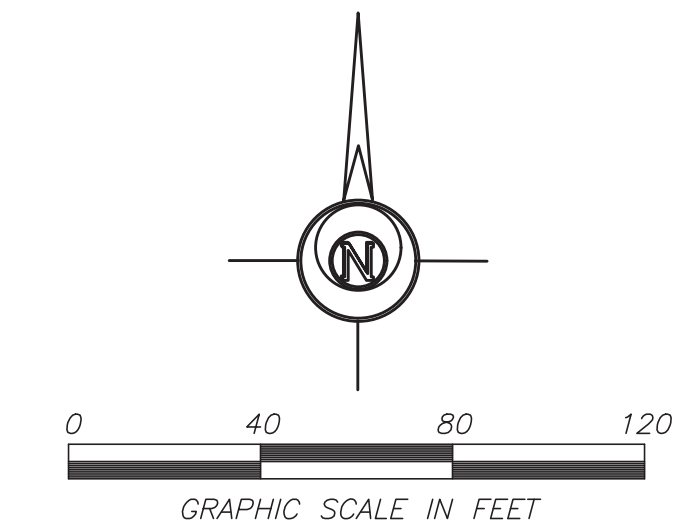
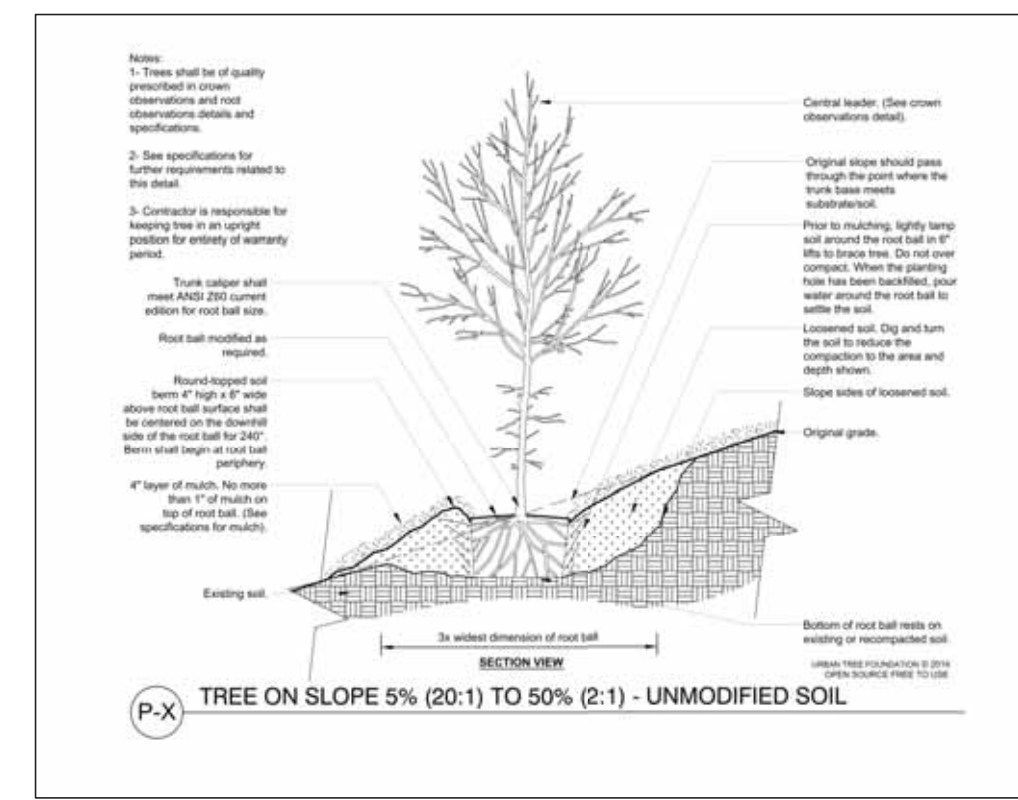
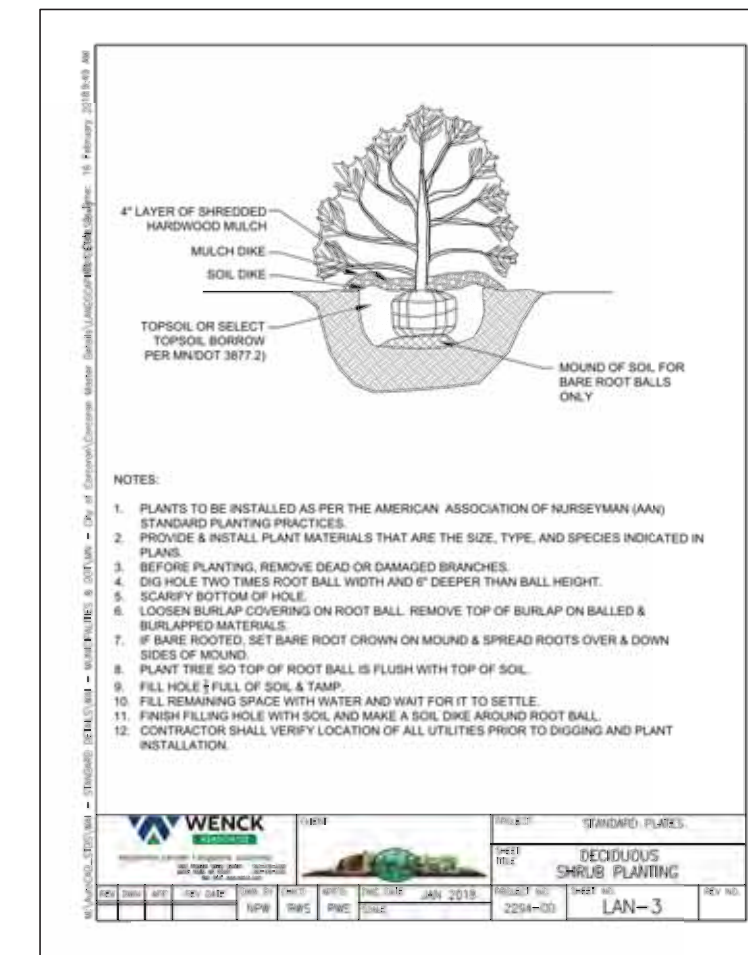
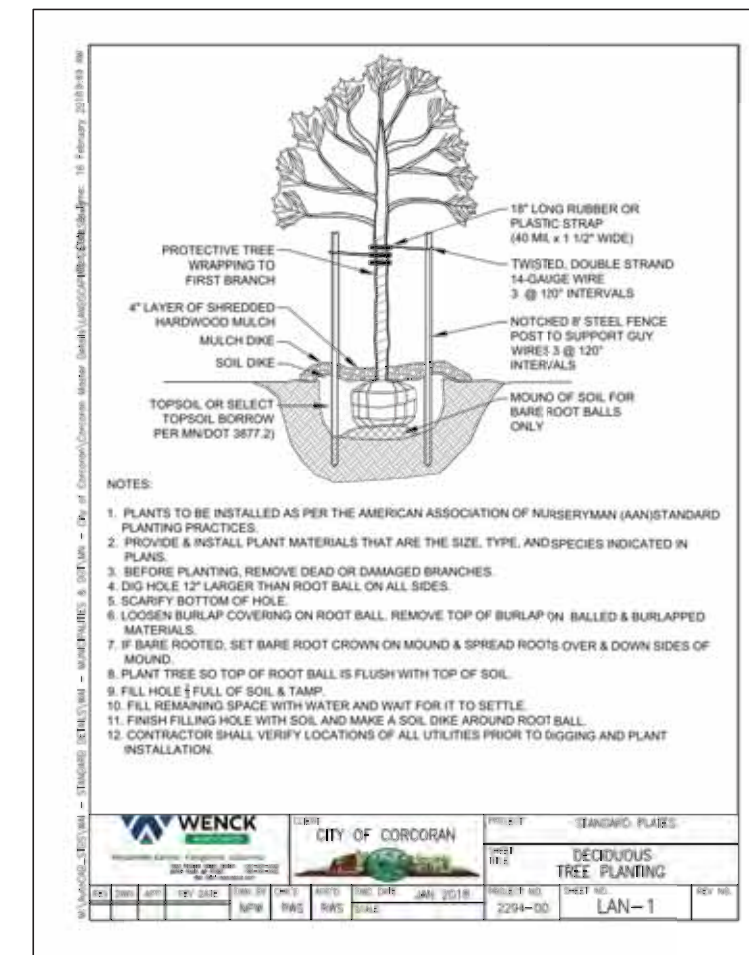
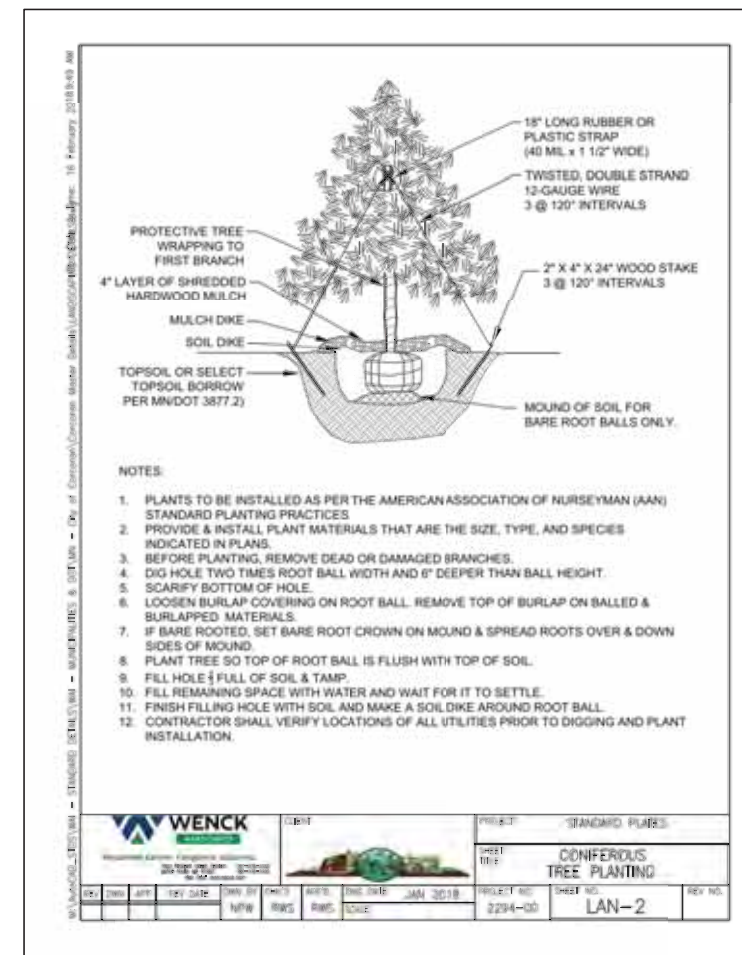
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|----------|----------------------------------------------------|
| 02/10/23 | INDICATE LANDSCAPE EASEMENT. SHEET ACCESS LOCATION |
| 07/19/23 | CLARIFY BUFFER YARD LOCATION. ADJ. SITE ELEVATIONS |

|             |          |    |
|-------------|----------|----|
| DATE        | 06/20/23 | SD |
| DRAWN BY    |          |    |
| DESIGNED BY |          |    |
| CHECKED BY  |          |    |

FILE NO. 00915

**C7**

Details

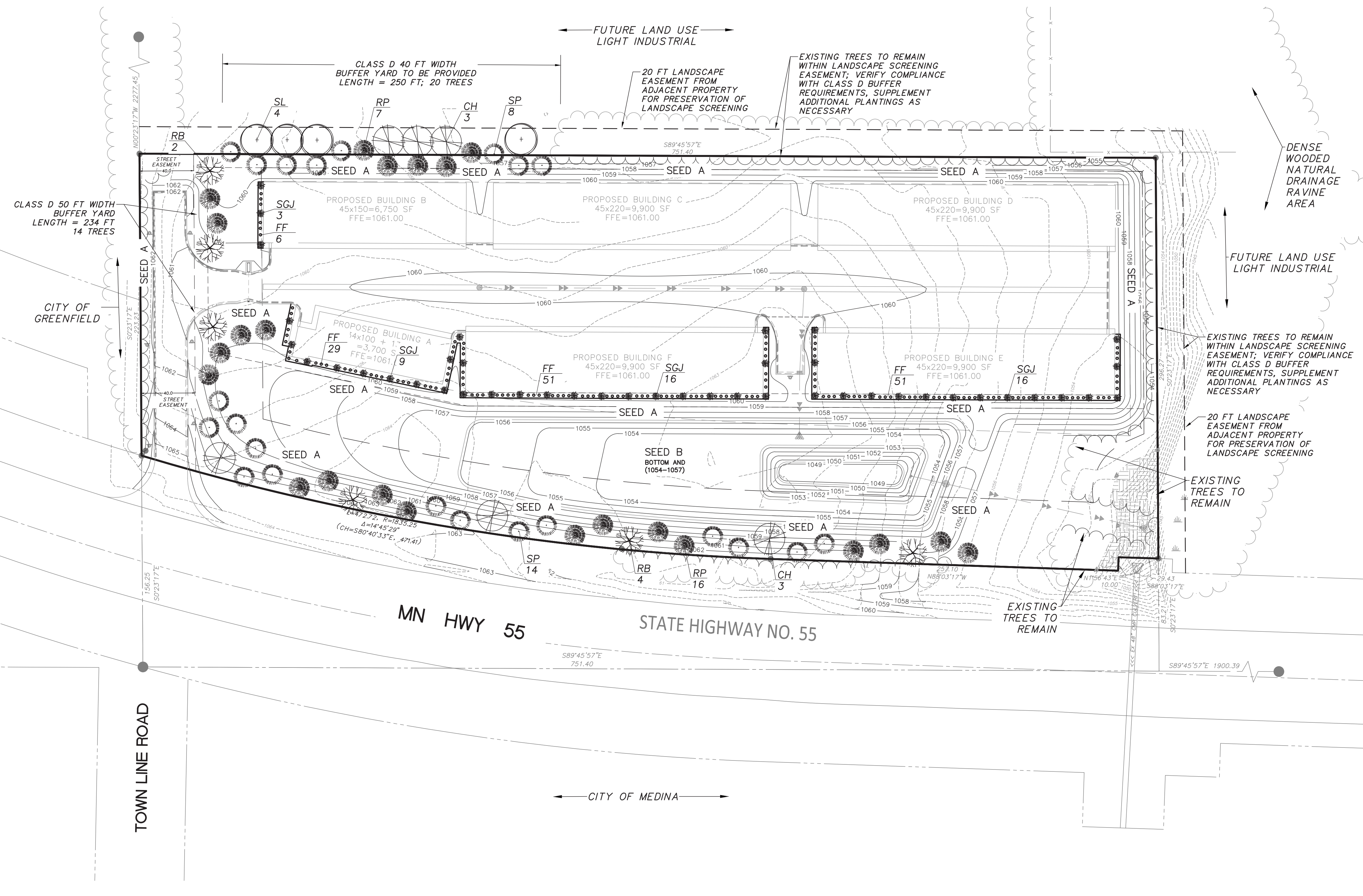


CLIENT:  
**SCHERBER & ASSOCIATES, LLC**  
 305 Lakeview Ave.  
 Tonka Bay, MN 55331  
 Craig Scherber  
 612-810-8400  
 cescherber@yahoo.com

**CORCORAN STORAGE II  
 SITE IMPROVEMENT PROJECT**

**23790 State Highway No. 55  
 Corcoran, Minnesota 55340**

**LANDSCAPE PLAN**



**TREES:**  
 GREATER QUANTITY; 1 TREE PER 50 LF OF SITE PERIMETER OR 1 TREE PER 1,000 SF OF BUILDING.  
 PERIMETER: 2,040 LF x 1/50 = 40 TREES  
 BUILDING: 50,050 SF x 1/1,000 = 50 TREES (GREATER QUANTITY)

**SHRUBS:**  
 GREATER QUANTITY; 1 SHRUB PER 30 LF OF SITE PERIMETER OR 1 SHRUB PER 300 SF OF BUILDING.  
 PERIMETER: 2,040 LF x 1/30 = 68 SHRUBS  
 BUILDING: 50,050 SF x 1/300 = 167 SHRUBS (GREATER QUANTITY)

**BUFFER:**  
 BUFFER YARD CLASS D TO BE PROVIDED ON WEST BOUNDARY FOR FUTURE STREET, LENGTH = 234 FT, WIDTH = 50 FT.  
 REQUIRED: D50 OVERSTORY SELECTED OPTION: 6 TREES PER 100 FT x 234 FT / 100 FT = 14 TREES  
 BUFFER YARD CLASS D TO BE PROVIDED ON WESTERLY 250 FT OF NORTH BOUNDARY THAT DOES NOT HAVE EXISTING TREE SCREENING LENGTH = 250 FT, WIDTH 40 FT  
 REQUIRED: D40 OVERSTORY SELECTED OPTION: 8 TREES PER 100 FT x 250 FT / 100 FT = 20 TREES

**PROVIDED PLANT MATERIALS**  
 61 OVERSTORY TREES (14 TREES SATISFY D50 ON WEST BOUNDARY)  
 181 SHRUBS

**TREE LIST: TOTAL SITE**

| QTY.         | KEY          | BOTANICAL NAME                | COMMON NAME              | SIZE/ROOT  |
|--------------|--------------|-------------------------------|--------------------------|------------|
| <b>TREES</b> |              |                               |                          |            |
| 23           | RP           | Pinus resinosa                | Red Pine                 | 6' B&B     |
| 22           | SP           | Pinus sylvestris              | Scotch Pine              | 6' B&B     |
| 6            | RB           | Betula nigra                  | River Birch              | 2-1/2" B&B |
| 6            | CH           | Celtis occidentalis           | Common Hackberry         | 2-1/2" B&B |
| 4            | SL           | Gleditsia triacanthos inermis | 'Skycotline' Honeylocust | 2-1/2" B&B |
| 61           | <b>TOTAL</b> |                               |                          |            |

**SHRUB LIST: TOTAL SITE**

| QTY.          | KEY          | BOTANICAL NAME                  | COMMON NAME       | SIZE/ROOT  |
|---------------|--------------|---------------------------------|-------------------|------------|
| <b>SHRUBS</b> |              |                                 |                   |            |
| 137           | FF           | Forsythia 'Fiesta'              | Fiesta Forsythia  | 3 Gal. Pot |
| 44            | SGJ          | Juniperus chinensis 'Sea Green' | Sea Green Juniper | 5 Gal. Pot |
| 181           | <b>TOTAL</b> |                                 |                   |            |

**PLANTING NOTES:**

Contractor shall provide two year guarantee of all plant materials. The guarantee begins on the date of the Landscape Architect's written acceptance of the initial planting. Replacement plant materials shall also have a one year guarantee commencing upon planting.

All plants to be northern-grown and hardy. Plants to be installed as per standard AAN planting practices. Contractor shall verify locations with all utilities prior to installation of plants.

Staking of trees optional; reposition if not plumb after one year.

Open top of burlap on BB materials; remove pot on potted plants; split and break apart peat pots.

Prune plants as necessary - per standard nursery practice.

Owner shall be responsible for maintenance after acceptance of the work by the Owner.

Double shredded dark brown hardwood mulch 4" deep shall be provided around all new trees.

Field adjust tree and shrub locations to fit utility locations and any changes that may have occurred to the site plan and/or building overall design. Place foundation plantings to align with building/window design.

All seeding shall be done according to the current MNDOT Seeding Manual for rates, application methods, soil preparations, fertilization, and cover crop or erosion cover methods.

Seed A Mesic Prairie General area (MNDOT 35-24), or an approved equivalent by City. Seed upland buffer in areas of low maintenance and periodic mowing. Seed basin slopes from the 1024 contour around the basin to the outer top of basin berm at contour 1036.7 and to the buildings. Provide a 6 foot overlap of seed mixtures.

Seed B Stormwater Facility area (MNDOT 35-24), or an approved equivalent by City. Seed sides of storm pond from normal water level at 1033.7 contour to the 1036.7 contour and filtration basin bottom and from 1031.2 contour to the 1036.7 contour.

Stone mulch shall be 1.5" River Rock or equal as approved by owner.

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

Date: 07/10/23 Reg. No. 24348  
 PREPARED BY: CIVIL ENGINEERING SITE DESIGN  
 118 East Broadway St.  
 Monticello, MN 55362  
 Phone: 763-314-0929  
 www.civildesign.com

**REVISIONS**

| DATE     | DESCRIPTION                                    | BY | CHKD |
|----------|------------------------------------------------|----|------|
| 02/20/23 | INDICATE LANDSCAPE EASEMENT, SHEET ACCESS LOC. |    |      |

|               |             |                |               |
|---------------|-------------|----------------|---------------|
| DATE 06/20/23 | DRAWN BY SD | DESIGNED BY SD | CHECKED BY SD |
|---------------|-------------|----------------|---------------|

FILE NO. 00915

**INDEX OF CIVIL SITE DRAWINGS:**

|    |                                       |
|----|---------------------------------------|
| C0 | PROJECT LOCATION PLAN                 |
| C1 | SITE PLAN                             |
| C2 | GRADING AND DRAINAGE PLAN             |
| C3 | STORM SEWER PLAN                      |
| C4 | STORM WATER POLLUTION PREVENTION PLAN |
| C5 | EXISTING CONDITIONS & REMOVAL PLAN    |
| C6 | DETAILS                               |
| C7 | DETAILS                               |
| C8 | LANDSCAPE PLAN                        |

**C8**  
 Landscape Plan

**LEASE**

**THIS LEASE** is made as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_ ("**Landlord**") and \_\_\_\_\_ ("**Tenant**").

The contact information for the Tenant and Personal Guarantor(s) is as follows:

**TENANT:**

|                                                            |  |
|------------------------------------------------------------|--|
| Principal Contact Person<br>(Name and Relation to Tenant): |  |
| Address:                                                   |  |
| Email Address:                                             |  |
| Phone Number No. 1                                         |  |
| Phone Number No. 2                                         |  |

**PERSONAL GUARANTOR(S)**

|                                                          |  |
|----------------------------------------------------------|--|
| Name of Personal Guarantor(s),<br>and Relation to Tenant |  |
| Address:                                                 |  |
| Email Address:                                           |  |
| Phone Number No. 1                                       |  |
| Phone Number No. 2                                       |  |



The following are short summaries and references to Sections in the Lease regarding certain matters and requirements to which Landlord wants to direct Tenant's attention. According Tenant must initial next to each item to confirm that Tenant has read and understands each of the short summaries.

| No. | Item                                                                                                                                                                                                                                                                                                                                                                                                                                     | Section | Initial Box |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------|
| 1   | Overnight parking by the Tenant or Tenant's agents, employees, or invitees is strictly prohibited, and will result in the immediate towing, of the vehicle. The cost of such towing will be considered to be Additional Rent                                                                                                                                                                                                             | 3       |             |
| 2   | Substantial Late Fees incurred if the Rent payments are not made on a timely basis.                                                                                                                                                                                                                                                                                                                                                      | 7       |             |
| 3   | Premises cannot be used for "residential" purposes.                                                                                                                                                                                                                                                                                                                                                                                      | 3       |             |
| 4   | Upon the termination of the Lease, the Tenant is required to remove all personal property and trash from the Premises, and return the Premises to the same condition as they were in at the time of the commencement of the Lease. If this requirement is not met, Landlord will remove the personal property and trash, clean the Premises, and the Tenant shall pay a "clean out" fee in the amount of One Thousand Dollars (\$1,000). | 26      |             |
| 5   | The Landlord has a lien on all personal property in the Premises and has the right to prohibit access to Premises if the Rent is not paid in a timely manner.                                                                                                                                                                                                                                                                            | 28      |             |

\*\*\*\*\*

**1. Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the property located at \_\_\_\_\_ ("Property"), commonly referred to as Unit No. \_\_\_\_\_, as crosshatched on Exhibit A attached hereto (the "Premises").

**2. Term.** The term of this Lease is two (2) years, and shall commence on \_\_\_\_\_ (the "Commencement Date") and shall expire \_\_\_\_\_ ("Expiration Date"), unless earlier terminated as provided in this Lease. If for any reason, Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord or its agents be liable to Tenant for any loss or damage resulting from such delay. In that event, however, the Commencement Date shall be extended for the period of such delay except that if in Landlord's judgment any part of the delay is caused by Tenant, rent shall not be abated for the period of delay caused by Tenant. Landlord will use reasonable good faith efforts to deliver the Premises to Tenant on or before the Commencement Date. If Landlord determines that it cannot deliver possession of the Premises to Tenant, Landlord may by notice to Tenant terminate this Lease without any liability to Tenant, in which case Tenant shall have no further liability to Landlord. In no event shall the expiration of this Lease be extended beyond the Expiration Date.

**3. Use of Property.** Tenant shall not permit use of any portion of the Premises for residential purposes. For the purposes of this section, the term "residential purposes" includes, but is not limited to, activity such as sleeping or napping; watching television or video screens; consumption of alcohol or illegal drugs; sitting or resting on furniture or other items being stored in the Premises; cooking;

congregating with others in the Premises except for the purposes of moving stored items in or out of the Premises; or, studying. Tenant shall not store, keep or place anything outside the Premises, except during the moving in or removal of stored items in the Premises. Tenant shall not park or store any vehicles, equipment, or trailers in any areas of the Property for any continuous period in excess of two (2) hours without Landlord's prior written consent, which consent may be granted or denied in the sole discretion of the Landlord. Overnight parking by the Tenant or Tenant's agents, employees, or invitees is strictly prohibited, and will result in the immediate towing, of the vehicle. The cost of such towing will be considered to be Additional Rent. TENANT HEREBY ACKNOWLEDGES THAT FAILURE TO COMPLY WITH THIS SECTION SHALL BE A MATERIAL BREACH OF THIS AGREEMENT RESULTING IN IMMEDIATE TERMINATION OF THIS LEASE AND LOSS OF ACCESS TO PREMISES AND THE PROPERTY. Tenant shall not make any alterations or improvements to the Premises (the "Tenant Improvements") except as expressly agreed to by the Landlord as set forth in the attached Exhibit B.

4. **Base Rent.** Tenant will pay Landlord Base Rent in the sum of \_\_\_\_\_, per month. The Base Rent shall be payable as provided in Section 6 of this Leases.

5. **Additional Rent.** It is the express intent of the parties that Tenant will pay, as Additional Rent, the cost of all utilities and communication services, including water and power, sewer, heating (steam or other), lighting, air conditioning and ventilating the Premises ("Utilities"). If the Utilities are sub-metered to the Premises, Tenant shall make arrangements with the utility provider to bill the Tenant directly. If the Utilities to the Premises are not sub-metered Tenant shall pay to Landlord, as Additional Rent, the amount of Fifty Dollars (\$50) per month, which amount shall be paid together with the monthly payments described in Section 6. All charges payable according to the terms of the Lease, including, but not limited to Late Charges, shall be considered Additional Rent, due according to the terms of the lease. The Base Rent together with Utilities and any other Additional Rent shall be collectively referred to as "Gross Rental." Tenant shall timely pay Utilities as required by the utility provider. .

6. **Rent Payment and Security Deposit.** Base Rent shall be paid, in lawful money of the United States, to the Landlord at a place as Landlord may hereafter designate in writing in monthly installments. The first installment of is due on execution of this Lease. Subsequent monthly installments of Base Rent of are due on or before the first day of each calendar month beginning on \_\_\_\_\_, and continuing until the expiration of the term of this Lease. Rent is due as provided in this Lease, without demand and without any reduction, abatement, counterclaim or setoff. If the term of this Lease commences on other than the first day of a month or terminates on other than the last day of a month, then the monthly installments of Base Rent provided for herein for such month or months shall be prorated and paid in advance.

A security deposit to secure the Tenant's performance under this Lease in the amount of \_\_\_\_\_ shall also be due on the execution of this Lease.

7. **Late Charge.** Late payment by Tenant of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges and late charges that may be imposed on Landlord by the terms of any encumbrance on or note secured by the Premises. Therefore, if any rent is not paid within five (5) days after it is due or any other sum due from Tenant is not paid when due, Tenant shall pay to Landlord an additional sum of Seventy-Five and no/100 Dollars (\$75.00). If any rent remains unpaid ten (10) days after it is due, Tenant shall pay to Landlord an additional sum of \$250.00, which represents a fair and reasonable estimate of the costs that Landlord will

incur by reason of any such late payment. Additionally, all delinquent rent or other sums, plus this late charge, shall bear interest at the lesser of the then maximum lawful contract rate permitted to be charged by Landlord, or 18% per annum (the "Default Rate"). All interest and late charges owed pursuant to this section shall referred to as "Late Charges" and considered additional rent.

**8. Definitions.** For the purpose of this Lease, the following are additional defined terms;

**(a)** "Building" means the structure(s) situated on the Property, whether now or hereinafter constructed.

**9. Acceptance of Premises.** Taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises was, on that date, in good, clean and Tenantable condition, and that Tenant has accepted the Premises "AS IS." Tenant acknowledges that no representations as to the repair of the Property or promises to alter, remodel or improve the Property, have been made by Landlord, except as may be provided in Exhibit B or in another writing signed by the parties.

**10. Alterations, Additions, Improvements by Tenant.** Tenant agrees not to make or allow to be made any alterations or physical additions in or about the Property without first obtaining the written consent of Landlord, which consent may be granted, withheld, or conditioned in Landlord's sole discretion.

**11. Tenant Equipment.**

Tenant shall not install any other equipment of any kind or nature whatsoever which will or may require any changes, replacements or additions to or in the use of heating, air conditioning, electrical or plumbing systems of the Property or of the Building without first obtaining the prior written consent of Landlord, which consent may be granted, withheld, or conditioned in Landlord's sole discretion.

**12. Maintenance and Repairs.**

Tenant shall maintain Utilities to the Premises. Tenant agrees to keep the inside and outside of the Premises clean and maintain the Premises in good repair, ordinary wear and tear excepted, at its sole expense. Tenant shall not paint or decorate any part of the interior or exterior of the Premises or any part of the interior of the Premises visible from the exterior, nor post or any signs visible from the exterior of the Premises. Tenant shall maintain the Premises in a clean, orderly and sanitary condition and free from all insects, rodents, vermin and other pests. Tenant shall remove any garbage, trash, rubbish or refuse on a regular basis in accordance with local codes; Tenant shall maintain the Premises, including in good repair, all mechanical, electrical and plumbing apparatus within the Premises, ordinary wear and tear excepted. Tenant shall replace promptly, at its expense, any broken door closers and any cracked or broken glass of the Premises with glass of like kind and quality, and replace all light bulbs and tubes when no longer serviceable.

Landlord shall exercise reasonable diligence to remove snow from the parking areas of the Property and other areas which provide access to the Premises.

Any and all damages or injury to the Property or Premises caused by moving the property of Tenant in or out of the Property, or due to the same being on the Property, shall be repaired by and at the sole cost of Tenant.

**13. Mechanic's Liens.** Tenant will not permit any mechanic's, laborer's or materials supplier's liens to stand against the Property or the Building for any labor or material furnished to or on

account of Tenant, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, or about the Property. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, costs and expenses, including reasonable attorneys' fees, based on or arising out of asserted claims or liens against the Tenant's leasehold estate or against the right, title and interest of the Landlord in the Premises, the Building, or the Property on account of any labor performed or materials furnished in connection with any work performed by, or at the instance of, Tenant.

**14. Compliance with Ordinances, Rules and Regulations; Nuisances.**

(a) Tenant agrees not to occupy or use, or permit any portion of the Property to be occupied or used for any business or purpose which is unlawful, disreputable, or deemed to be extra hazardous on account of fire, or permit anything to be done which would in any way increase the rate of fire or other insurance coverage on the Building or its contents; and if any increase in the rate of fire or other insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to the activity or equipment of Tenant in, on or about the Property, such statement shall be conclusive evidence that such increase in such rate is due to such activity and/or equipment and as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore.

(b) Tenant agrees to comply with all applicable laws, ordinances, orders, rules and regulations now or hereafter in force which impose a duty on Landlord or Tenant relating to the use, condition alteration or occupancy of the Premises and the Property. Tenant will comply with the rules of the Landlord adopted by Landlord from time to time for the safety, care and cleanliness of the Property, the Premises, and the Building and for the preservation of good order therein.

(c) Tenant agrees to control its agents, employees, and invitees in such manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord in its use or operation of the Property.

(d) Tenant represents, warrants, and covenants to Landlord that Tenant shall at no time use or permit the Property to be used in violation of any statute, regulation, rule, order or governmental determination of any kind whatsoever which relate to or govern hazardous materials and/or environmental conditions. Tenant shall assume sole and full responsibility for, and shall remedy at its sole cost and expense, all such violations, and fully indemnify Landlord from any liability for any such violation.

**15. Landlord's Right of Entry.** Tenant agrees to permit Landlord, or its agents or representatives, upon reasonable notice to Tenant, to enter into any part of the Property at all reasonable hours to inspect the same, clean, make repairs, alterations or additions thereto or exhibit the Premises to prospective Tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Base Rent, Operating Costs, or any other sums due under this Lease by reason of any inconvenience, annoyance or injury to business caused by any such activities. Landlord has the right to enter upon the Property at any time with or without notice in case of emergency.

**16. Assignment or Sublease by Tenant.**

(a) Tenant shall not assign, encumber or in any manner transfer this Lease or any interest therein nor sublet the Property or any part or parts thereof, nor permit occupancy by anyone without the prior written consent of Landlord, which consent may be granted, withheld, or conditioned in the sole discretion of the Landlord. Consent by the Landlord to one or more assignments of this Lease or to one or more sub-lettings of the Property shall not operate as a waiver of Landlord's rights under this Section.

No assignment or other such encumbrance or transfer shall release Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights hereunder. The acceptance of rent from someone other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease or consent to any assignment or subletting of the Property. Landlord shall have the right to terminate this Lease in the event of Tenant's failure to comply with the terms of this Section.

(b) Neither this Lease nor any interest therein shall pass to any trustees or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law. This Lease shall terminate upon the happening of any one of the events in this sub-paragraph (b) or subparagraph (d).

(c) Tenant shall promptly pay to Landlord as Additional Rent hereunder any rent or other payments pursuant to any sublease which exceed the amounts payable hereunder and all other consideration paid or to be paid by reason of any assignment or sublease.

(d) No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law (including without limitation the transfer of this Lease by will, intestacy, merger, consolidation, dissolution or foreclosure), including, but not limited to the following occurrences;

(1) Tenant becomes insolvent as defined in the Federal Bankruptcy Code, admits in writing its insolvency or its present or prospective inability to pay its debts as they become due, is unable to or does not pay all or any material portion (in number or dollar amount) of its debts as they become due, permits or suffers a judgment against it which affects Tenant's ability to conduct its business in the ordinary course, (unless enforcement thereof is stayed pending appeal), makes or proposes an assignment for the benefit of creditors, convenes or proposes to convene a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon, or extension or composition of its debts, proposes any such moratorium, extension, or composition, or commences or proposes to commence any bankruptcy, reorganization, or insolvency proceeding, or other proceeding under any provision or chapter of the Federal Bankruptcy Code or any other federal, state, or other law for the relief of debtors.

(2) Tenant fails to obtain the dismissal, within thirty (30) days after the commencement thereof, of any bankruptcy, reorganization, or insolvency proceeding, or other proceeding, or other proceeding under any law for the relief of debtors, instituted against it by one or more third parties or fails actively to oppose any such proceeding, or, in any such proceeding, defaults or files an answer admitting the material allegations upon which the proceeding was based or alleges its willingness to have an order for relief entered or its desire to seek liquidation, reorganization, or adjustment of any of its debts.

(3) Any receiver, trustee, or custodian is appointed to take possession of all or any assets of Tenant or any committee of Tenant's creditor, or any class thereof, is formed for the purpose of monitoring or investigating the financial affairs of Tenant or enforcing such creditors' rights.

17. **Subordination to Mortgage.** Tenant covenants and agrees that this Lease is subject and subordinate to any mortgage or deed of trust which may now or hereafter encumber the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self operative and no further instrument of subordination need be requested by any mortgagee. In confirmation of such subordination, however, Tenant shall at Landlord's request execute promptly any appropriate certificate, instrument or other document that Landlord may request. In the event of the enforcement by the trustee, mortgagee or the beneficiary under any such mortgage of the remedies

provided for by law or by such mortgage, Tenant will, upon receiving an assurance of nondisturbance from any person or parties succeeding to the interest of Landlord as a result of such enforcement, and upon request therefrom, automatically become the Tenant of, and attorn hereunder to, such successor in interest without change in the terms or other provisions of this Lease. Within 10 days of receipt of written request by such successor in interest, Tenant shall execute and deliver any instrument or instruments prepared by such successor in interest confirming the attornment herein provided for. Notwithstanding any foregoing provision hereof to the contrary, if the mortgagee or holder of any Mortgage hereinbefore described elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee or holder, this Lease shall be deemed superior to such lien whether this Lease was executed before or after said mortgage. Tenant shall at any time hereafter on demand execute any instruments, releases or other document which may be required by any such mortgagee or holder for the purpose of evidencing the superiority of this Lease to the lien of any such mortgage.

**18. Estoppel Certificate.** At Landlord's request, Tenant will execute an estoppel certificate addressed to any mortgagee, assignee or any other transferee of Landlord certifying as to information required by such mortgagee, trustee, assignee or transferee and agreeing to such notice provisions and other matters as any mortgagee may reasonably require in connection with Landlord's transfer or financing.

**19. Signs and Graphics.** Tenant shall not be permitted to place any lettering, signage, advertisement, notice or object and permit no such display on any windows or doors or on the outside of the perimeter walls of the Premises or Property or any other portion of the outside or inside of the Property except with the prior written consent of Landlord, which consent may be granted, withheld, or conditioned in Landlord's sole discretion. Any sign, lettering, or other display not approved by the Landlord may be removed by it and the cost of such removal and the restoration of the Property resulting therefrom shall be deemed additional rent and paid forthwith by Tenant.

**20. Acceptance of Goods.** Tenant hereby releases Landlord, its agents and employees from any and all liabilities resulting from or related to the acceptance by Landlord of goods addressed to Tenant and delivered to the Building.

**21. Tenant Insurance.**

**(a)** Tenant at its cost, shall maintain broad form comprehensive general liability insurance, including personal injury, property damage, products liability, completed operations and fire legal liability coverage with a single combined liability limit of not less than \$1,000,000 for bodily injury, property damage and personal injury. Such coverage shall insure against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Property. The broad form comprehensive liability insurance shall insure performance by Tenant of the indemnity provisions of this Lease, and the policy shall name Landlord as additional insured.

**(b)** Tenant shall, at its cost, maintain workers' compensation and employers' liability insurance affording statutory workers' compensation benefits for the state in which the Property are located, if Tenant is obligated by law to provide such insurance, and employers' liability coverage in an amount not less than \$100,000.00

**(c)** At its sole cost, Tenant shall maintain a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements and "all risk" coverage, including earthquake and flood, on all Tenant's property in or about the Property, for all of its full replacement value. Such insurance shall include Contingent Liability from Operation of Building Laws, demolition and increased costs to rebuild coverage's; valuable papers and records coverage, providing for reproduction

costs measure of recovery; and coverage for damage to electronic data processing equipment and media, including coverage of the perils of mechanical breakdown and electronic disturbance. The proceeds from any such policy shall be used by Tenant for the replacement of personal property and the restoration of Tenant's improvements or alterations, if any. Tenant may, with the prior written consent of Landlord, elect to have reasonable deductibles.

(d) Tenant shall maintain all other insurance Landlord requires in connection with Tenant's work or improvement of the Property, if any is expressly allowed by the Landlord. All insurance required to be provided by Tenant under this Lease shall be in a form, and in amounts acceptable to Landlord, and include a provision that they insurance will not be terminated or modified by the insurer without providing Landlord with thirty (30) days notice thereof.

(e) If Tenant fails to comply with this Section, Landlord may obtain such insurance, and Tenant shall pay to Landlord upon demand as additional rent the premium cost thereof.

(f) Prior to the Tenant's occupancy of the Premises, and at any time thereafter if requested by Landlord, Tenant shall provide Landlord with proof of all insurance required to be maintained by the Tenant pursuant to the provisions of this Lease.

**22. Landlord's Obligations.** Landlord agrees as follows:

(a) To request public utilities to furnish any electricity and water utilized in operating any and all of the facilities serving the Property.

(b) That Tenant shall and have the Property, subject to the other terms hereof, provided that Tenant pays the rental herein recited and performs all of Tenant's covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors or assigns only with respect to breaches occurring during its and their respective ownership of the Landlord's interest hereunder.

(c) Landlord shall insure the Property and maintain public liability insurance for the protection of Tenant and Landlord, as their interests may appear. If Landlord elects to insure the Property and maintain such insurance, the amounts thereof and the deductibles in connection therewith shall be determined by Landlord in its sole discretion, provided that the limits of said insurance for covering the Tenant's personal property in the Premises shall be \_\_\_\_\_. Tenant shall, as additional rent, pay, or reimburse Landlord for the premiums for any insurance obtained by Landlord within 10 days of Landlord's request.

**23. Assignment by Landlord.** Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Property, and in such event and upon its transferee's assumption of Landlord's obligations hereunder (any such transferee to have the benefit of, and be subject to, the provisions of this Lease), no further liability or obligations shall thereafter accrue against Landlord hereunder. Tenant agrees upon notice thereof to attorn to such transferee in accordance with the provisions of this Lease.

**24. THIS SECTION INTENTIONALLY OMITTED.**

**25. Damage to Building.** If the Building or any building located on the Property is damaged

or destroyed by fire or other casualty, the Landlord shall have the right to terminate this Lease provided it gives written notice thereof to Tenant within ninety (90) days after such damage or destruction. If a portion of a building located on the Property is damaged by fire or other casualty and this Lease is not thereby terminated, the Landlord may, at its expense, restore the Property to as near the condition which existed prior to such damage or destruction as reasonably possible, and rent shall abate during such time if the Premises are untenable, in the proportion that the untenable portion of the Premises bears to the entire Property. Landlord shall not be responsible to the Tenant for damage to, or destruction of, Tenant's personal property any changes made by Tenant in, on or about the Premises, regardless of the cause of damage or destruction, except as may be expressly stated elsewhere herein.

**26. Surrender of Premises; Holding Over.**

(a) Upon the expiration of the Term, the Tenant is required, at its own expense, to remove all personal property and trash from the Premises, and return the Premises to the same condition as they were in at the time of the commencement of the Lease. If this requirement is not met, Landlord, in its sole discretion, will remove all personal property and trash, clean the Premises, and the Tenant shall pay a "clean out" fee in the amount of One Thousand Dollars (\$1,000). Landlord shall be permitted to dispose of such personal property as Landlord sees fit, and Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of Tenant's personal property.

(b) If Tenant, *with Landlord's written consent*, remains in possession of the Property after expiration of this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy on all provisions of this Lease, except those pertaining to term and rent. Tenant shall pay Base Rent in an amount equal to 125% of Base Rent for the last full calendar month during the regular term, which, which payments shall be made in monthly installments as described in to Section 6. Landlord shall have the rights provided it at law or in equity including, without limitation, the right to terminate Tenant's right to possession of the Property upon notice as provided by law with respect to month-to-month tenancies.

**27. Attorneys' Fees and Court Costs.** Tenant agrees to pay the Landlord's attorneys' fees, court costs, and disbursements incurred by Landlord to enforce this Lease, or any part thereof, or collect any rent due, or to become due hereunder, or recovery of the possession of the Property.

**28. Default by Tenant.** If default be made in the payment of any sum to be paid by Tenant under this Lease, and default shall continue for fifteen (15) days, or default shall be made in the performance of any of the other covenants or conditions which Tenant is required to observe and to perform, and such default shall continue for seven (7) days, or if the interest of Tenant under this Lease shall be levied on under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant bankrupt or to delay, reduce or modify Tenant's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Tenant's capital structure if Tenant is a corporation or other entity, or if Tenant be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall vacate or abandon the Property during the term of this Lease or any renewals or extensions thereof, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease (an "Event of Default") and thereupon, at Landlord's option, Landlord may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Landlord may terminate this Lease and forthwith repossess the Property and re-enter and remove all persons or property therefrom as permitted by law, and be entitled to recover forthwith as



damages a sum of money equal to total of:

- (1) the cost of regaining possession of the Property, including the costs of removal of any personal property or trash in the Premises;
- (2) attorney's fees, costs and disbursements incurred by Landlord as a result of the Event of Default;
- (3) unpaid rent;
- (4) a sum equal to the entire amount of rent, including all amounts treated as additional rent hereunder, for the residue of the stated term hereof plus any other sums provided herein to be paid by Tenant for the remainder of the Lease term; and
- (5) any other amounts necessary or provided for under applicable law to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Landlord shall not be obligated to notify Tenant of the due date of rent nor demand payment thereof on its due date, the same being expressly waived by Tenant. The acceptance of any sums of money from Tenant less than the amount due, or after their due date, shall be taken to be payment on account by Tenant and shall not constitute a waiver by Landlord of any rights nor shall it reinstate the Lease or cure a default on the part of Tenant. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

(b) Landlord, in its sole discretion, may terminate Tenant's right of possession (but not this Lease) and may re-enter and repossess the Property without demand or notice of any kind to Tenant and without terminating this Lease, in which event Landlord may, but shall be under no obligation to do so, relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to restore the Property to building standards, and (i) if Landlord shall fail or refuse to relet the Property, or (ii) if the same are relet and a sufficient sum shall not be realized from such reletting after paying the unpaid Gross Rental due hereunder earned but unpaid at the time of reletting plus interest thereon from due date, the cost of recovering possession and all of the costs and expenses of decorations, repairs, changes, alterations and additions by Landlord and the expense of such reletting and of the collection of the rent accruing therefrom, to satisfy the rent provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rent reserved in this Lease for such period or periods, or if the Property has been relet, Tenant shall satisfy and pay any such deficiency upon demand therefore from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section from time to time on one or more occasions without Landlord being obligated to wait until expiration of the term of this Lease; such reletting shall not be construed as an election of the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

**(c) Landlord shall have a statutory lien upon all of the personal property located in the Premises, and may deny access to any such personal property pursuant to the provisions of the "Minnesota Liens on Personal Property in Self-Storage Act" Minn. Stat. Sections 514.970 – 514.979 (the "Self-Storage Lien Act"), and also enforce the statutory lien pursuant**

**to the Self-Storage Lien Act.**

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time thereafter.

If Tenant defaults in the observance or performance of any Tenant's covenants, agreement or obligations hereunder wherein the default can be cured by the expenditure of money, Landlord may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the costs thereof to Tenant, and Tenant shall pay the same as additional rent forthwith upon demand, together with interest thereon.

**29. Hold Harmless/Waiver of Subrogation.** Tenant shall indemnify Landlord from and against any and all demands and liabilities arising from or relating to injury or loss of life to persons or arising from Tenant's negligence or intentional misconduct in the use of the Property and the conduct of Tenant's agents and invitees in or around the Premises, Building and the Property. Landlord shall indemnify Tenant from and against any and all demands and liabilities for or relating to injury or loss of life to persons or damage to or loss of property to the extent arising from Landlord's negligence or willful misconduct in and around that portion of the Building other than the Premises. In the event of an act or occurrence in which both Landlord and Tenant are attributed some degree of fault, the parties' respective rights to contribution and indemnity shall be as generally provided at law or in equity. The duty to indemnify contemplated hereby includes the duty to pay all reasonable and necessary attorneys' fees and costs incurred by the indemnitee in connection with any such proceedings.

To the extent possible, Landlord and Tenant release one another, and their respective shareholders, members, partners, officers, directors, governors, director, employees, and agents, from all liability to the other, or anyone claiming through them by way of subrogation or otherwise, for any loss or damage covered by property insurance, or coverable by a customary policy of insurance required by this Lease, even if such loss or damage was caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

**30. Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the extent permitted by law.

**31. Waiver of Covenants.** Failure of Landlord to insist in any one or more instances upon strict performance of any term, covenant or condition of this Lease or to exercise any remedy or option herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, convenient, condition, remedy or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants or conditions of this Lease to be kept and performed by Tenant shall not be deemed a waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease until expressed in writing and signed by Landlord.

**32. Notices.** All notices, demands consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given

when deposited in the United States mail by “verified mail” to the addresses of the Party set forth below. The term “verified mail” is defined the Self-Storage Lien Act as any method of mailing that is offered by the United States Postal Service or private delivery service that provides evidence of mailing.

|           |  |
|-----------|--|
| Landlord: |  |
|           |  |
| Tenant:   |  |

The above address may be changed by a party on at least fifteen (15) days' notice to the other party.

The Self-Storage Lien Act requires that the Tenant be allowed to provide an alternate contact person for the purposes of providing notice(s) of default under Minn. Stat. Section 514.973. That alternate contact person is:

|                                    |  |
|------------------------------------|--|
| Tenant’s Alternate Contact Person: |  |
|------------------------------------|--|

If the Tenant declines to name an Alternate Contact Person, the Tenant MUST initial the statement below:

Tenant hereby confirms that Tenant declines to provide an alternate contact. \_\_\_\_\_  
Tenant’s Initials

**33. Miscellaneous.**

(a) No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

(b) This Lease shall be binding upon and inure to the benefit of Landlord its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, and, to the extent assignment may be approved by Landlord hereunder, Tenant's successors or assigns.

(c) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Lease is declared to be a Minnesota contract, and all of the terms hereof shall be construed according to the laws of the State of Minnesota.

(d) The captions in this Lease are for convenience only and are not part of this Lease.

(e) This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) The exhibit(s) attached to this Lease are hereby made a part of this Lease.

Landlord and Tenant respectively, have duly signed this Lease as of the day and year first above written.

**(34) Military Service.** Tenant hereby discloses and confirms, by initialing below, whether or not Tenant is, or is not, a member of the uniformed services as the term is defined in United States Code, title 10, section 101(a)(5), or a member of the National Guard or a reserve component under United States Code, title 32, section 101.

Tenant is such a member \_\_\_\_\_

Tenant is not such a member \_\_\_\_\_

**(35) Statutory Disclosures.**

a. The name and address of the person authorized to manage the Property and Premises is:

| Name:        | Address:     |
|--------------|--------------|
| <br><br><br> | <br><br><br> |
| <br>         | <br>         |

b. The name and address of the owner of the Property, or an agent authorized to by the owner to accept service of process, and give receipt for notices and demands is:

| Name:        | Address:     |
|--------------|--------------|
| <br><br><br> | <br><br><br> |
| <br>         | <br>         |

[SIGNATURE PAGE FOLLOWS]

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

By \_\_\_\_\_  
Craig Scherber  
Its: Chief Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

The undersigned personally guaranties performance of Tenant's obligations under the terms of this Lease, and confirms that the Landlord will not enter into the Lease without this personal guaranty and that there is adequate consideration for this personal guaranty.

Date: \_\_\_\_\_

**EXHIBIT A**

**To Lease Dated** \_\_\_\_\_  
\_\_\_\_\_, **as**

**Landlord**  
**And**

\_\_\_\_\_, **as**

**Tenant**  
**Depiction of Premises**

**EXHIBIT B  
To Lease Dated**

\_\_\_\_\_, as  
**Landlord**

\_\_\_\_\_, as  
**Tenant**  
**Tenant Improvements**

## STAFF REPORT

Agenda Item: 9a.

|                                                                                                           |                                      |
|-----------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023                                                                | <b>Prepared By:</b><br>Kevin Mattson |
| <b>Topic:</b><br>City Center Drive & 79 <sup>th</sup> Place - Utility and Street Improvements – Bid Award | <b>Action Required:</b><br>Approval  |

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### Summary

Attached is an engineering memo that outlines the bid results including alternates along with the associated recommendation related to the City Center Drive & 79<sup>th</sup> Place – Street & Utility Improvements project.

### Financial/Budget

The project is funded through a combination of development contributions, bonding, and Municipal State Aid funds. ARPA funds may be utilized for the Alternates 1 & 5 if approved.

Staff is planning to provide a complete funding breakdown for this project at the upcoming September 28<sup>th</sup> council meeting.

### Options

1. Authorize a contingent bid award to S.M. Hentges for the Base Bid plus selected Alternates pending land acquisition.
2. Decline.

### Recommendation

1. Authorize a contingent bid award to S.M. Hentges for the Base Bid plus selected Alternates pending land acquisition.

### Council Action

Consider a motion to authorize a contingent bid award to S.M. Hentges for the Base Bid plus selected Alternates pending land acquisition.

### Attachments

1. Engineering Memo





## Memo

To: Kevin Mattson, PE, PW Director                      From: Steve Hegland, PE  
 Nick Wyers, PE  
 Project/File: 227705033                                      Date: August 17, 2023

Subject: Bid Results – Street and Utility Construction for City Center Drive and 79<sup>th</sup> Place

### Council Action Requested

Staff is recommending Council authorize a Notice of Award for the construction of the Street and Utility Construction for City Center Drive and 79<sup>th</sup> Place contingent on land acquisition.

### Bid Results

Seven bids were received on Wednesday, August 16, 2023 for the Street and Utility Construction for City Center Drive and 79<sup>th</sup> Place. Bid results are summarized below and details are in the attached table. The Engineers estimate for the Base Bid Amount was \$5,593,766.

| Contractor                  | S.M. Hentges & Sons, Inc. | R.L.Larson Excavating, Inc. | S.R. Weidema, Inc. | Geislinger & Sons | Valley Paving, Inc. | Northdale Construction Co. | C.S. McCrossan Const. Inc. |
|-----------------------------|---------------------------|-----------------------------|--------------------|-------------------|---------------------|----------------------------|----------------------------|
| Bid Placement               | Low                       | #2                          | #3                 | #4                | #5                  | #6                         | #7                         |
| Base Bid                    | \$5,063,531.65            | \$5,480,366.83              | \$5,867,254.95     | \$5,891,299.50    | \$5,916,894.44      | \$5,982,310.72             | \$6,773,473.43             |
| Bid Alt 1                   | \$154,964.40              | \$190,595.10                | \$224,066.60       | \$203,979.00      | \$205,293.03        | \$176,165.00               | \$241,766.90               |
| Bid Alt 2                   | \$207,006.70              | \$215,287.80                | \$214,162.00       | \$208,473.60      | \$221,125.76        | \$182,009.33               | \$213,668.00               |
| Bid Alt 3                   | \$0.00                    | \$2,961.00                  | \$17,672.00        | \$6,580.00        | \$0.00              | \$3,651.90                 | \$282.00                   |
| Bid Alt 4                   | \$66,210.00               | \$99,260.00                 | \$97,262.00        | \$102,100.00      | \$70,613.79         | \$101,672.49               | \$105,840.00               |
| Bid Alt 5                   | \$63,564.06               | \$80,777.10                 | \$70,126.40        | \$81,481.00       | \$72,072.99         | \$80,942.93                | \$82,755.70                |
| Base Bid and All Alternates | \$5,555,276.81            | \$6,069,247.83              | \$6,490,543.95     | \$6,493,913.10    | \$6,486,000.01      | \$6,526,752.37             | \$7,417,786.03             |

The low bidder was S. M. Hentges & Sons, Inc for Base Bid Amount of \$5,063,531.65.

### Alternates

Below is a summary of the alternates bid with this project. Regardless of which combination of alternates awarded, the low bidder will remain S. M. Hentges.

**Reference: Street and Utility Construction for City Center Drive and 79th Place**

*Bid Alternate #1: Utility Extension along City Hall*

This bid alternate will extend the trunk watermain along County Road 116 past the northern City Hall entrance and provide a water service to City Hall. The watermain would be directionally drilled in front of City Hall to avoid landscaping impacts, the City Hall monument, disrupting the northern city hall entrance. Bid Alternate 1 Amount \$154,964.40.

*Bid Alternate #2: Tree Grates*

The landscaping plan in the base bid provides for mulch to be placed around the boulevard trees along City Center Drive and 79<sup>th</sup> Place. Through discussions with public works staff, we wanted to balance an aesthetically pleasing design with maintenance and bid an alternative design which included metal tree grates bounded by a concrete border. This design both reduces maintenance as well as provides a cleaner design, especially in the more urban areas of the downtown district. Bid Alternate 2 Amount \$207,006.70

*Bid Alternate #3: Alternate Tree Species*

Bid alternate #3 will remove the Elm and Linden trees and replace them with Hickory and Catalpa trees. Bid Alternate #3 Amount \$0.00 (No change for alternate species)

*Bid Alternate #4: Install Planter Arms on Light Poles*

This bid alternate will install planter arms on the light poles and provide the associated improvements to the irrigation system which automatically water the hanging baskets with the rest of the irrigation system. Bid Alternate #4 Amount \$66,210.00

*Bid Alternate #5: Police Department Parking*

This bid alternate will expand the Corcoran City Hall parking lot adjacent to the police department parking area. This alternate will provide an additional eight parking spots adjacent to the Police Department Entrance as well as overhead lighting for safety reasons and outlets at the front of the parking stalls to plug in police vehicles/trailers. Bid Alternate #5 Amount \$63,564.06

**Engineering Construction Services**

With this authorization of work, we would request that the authorization of work includes the Engineering Construction Services for surveying, construction oversight, and engineering management costs for the project. Typical engineering costs for construction administration services on a project of this magnitude would be 6-9% of the construction costs. Based on previous project experience we estimate engineering costs to be around 7.5% of the base bid for a project of this size which would be \$380,000. As with all City projects, this work is billed on a time and material basis only for the time spent on the project and we work with City Staff to save cost where possible. This will be completed in addition to the previously completed services of preparing the plans and specifications for the project of \$251,500.

**Reference:** Street and Utility Construction for City Center Drive and 79th Place

### **Funding**

This project will be partially funded by the City of Corcoran along with financial contributions from the St. Therese and Rush Creek Reserve developments. Both the St. Therese and Rush Creek Reserve developments had funding requirements for offsite improvements. The City portion of the project is being funded through use of Municipal State Aid Funds, Special Assessments and bonding. ARPA funding may be utilized for some of the project costs if Bid Alternatives 1 and or 5 are awarded.

### **Engineer's Recommendation**

The bids were competitive, therefore, Stantec recommends that the project be awarded to S.M. Hentges for the base bid plus the cost of any awarded alternates and consider the authorization for Stantec to provide construction engineering services estimated for \$380,000.



Project Name: **CITY CENTER DRIVE AND 79TH PLACE PROJECT**

I hereby certify that this is an exact reproduction of bids received.

City Project No.:

Stantec Project No.: 227705033

Bid Opening: Wednesday, August 16, 2023 at 1:00 PM

Owner: **City of Corcoran**

Steve Hegland, PE  
License No. 52243

| Item Num         | BID TABULATION                                |        |       | Bidder No. 1<br>S.M. Hentges & Sons, Inc. |              | Bidder No. 2<br>R. L. Larson Excavating, Inc. |              | Bidder No. 3<br>S. R. Weidema, Inc. |              | Bidder No. 4<br>Geislinger & Sons |              |
|------------------|-----------------------------------------------|--------|-------|-------------------------------------------|--------------|-----------------------------------------------|--------------|-------------------------------------|--------------|-----------------------------------|--------------|
|                  | Item                                          | Units  | Qty   | Unit Price                                | Total        | Unit Price                                    | Total        | Unit Price                          | Total        | Unit Price                        | Total        |
| <b>BASE BID:</b> |                                               |        |       |                                           |              |                                               |              |                                     |              |                                   |              |
| 1                | MOBILIZATION                                  | LUMP   | 1     | \$150,000.00                              | \$150,000.00 | \$170,000.00                                  | \$170,000.00 | \$300,000.00                        | \$300,000.00 | \$252,000.00                      | \$252,000.00 |
| 2                | PAVEMENT MARKING REMOVAL                      | LIN FT | 8119  | \$0.80                                    | \$6,495.20   | \$1.10                                        | \$8,930.90   | \$1.00                              | \$8,119.00   | \$1.50                            | \$12,178.50  |
| 3                | SALVAGE SIGN                                  | EACH   | 4     | \$41.00                                   | \$164.00     | \$26.40                                       | \$105.60     | \$25.00                             | \$100.00     | \$35.00                           | \$140.00     |
| 4                | REMOVE SIGN                                   | EACH   | 3     | \$41.00                                   | \$123.00     | \$26.40                                       | \$79.20      | \$25.00                             | \$75.00      | \$35.00                           | \$105.00     |
| 5                | REMOVE CATCH BASIN                            | EACH   | 1     | \$330.00                                  | \$330.00     | \$715.00                                      | \$715.00     | \$675.00                            | \$675.00     | \$450.00                          | \$450.00     |
| 6                | REMOVE SEPTIC TANK                            | LUMP   | 1     | \$10,000.00                               | \$10,000.00  | \$2,640.00                                    | \$2,640.00   | \$3,000.00                          | \$3,000.00   | \$3,500.00                        | \$3,500.00   |
| 7                | REMOVE CURB AND GUTTER                        | LIN FT | 30    | \$12.90                                   | \$387.00     | \$24.40                                       | \$732.00     | \$7.25                              | \$217.50     | \$10.00                           | \$300.00     |
| 8                | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)       | LIN FT | 2618  | \$3.00                                    | \$7,854.00   | \$3.20                                        | \$8,377.60   | \$4.00                              | \$10,472.00  | \$5.00                            | \$13,090.00  |
| 9                | REMOVE CULVERT                                | LIN FT | 236   | \$8.00                                    | \$1,888.00   | \$31.50                                       | \$7,434.00   | \$15.00                             | \$3,540.00   | \$12.00                           | \$2,832.00   |
| 10               | REMOVE BITUMINOUS DRIVEWAY PAVEMENT           | SQ YD  | 30    | \$4.00                                    | \$120.00     | \$5.40                                        | \$162.00     | \$7.45                              | \$223.50     | \$10.00                           | \$300.00     |
| 11               | REMOVE BITUMINOUS PAVEMENT                    | SQ YD  | 2770  | \$4.00                                    | \$11,080.00  | \$3.20                                        | \$8,864.00   | \$3.90                              | \$10,803.00  | \$5.00                            | \$13,850.00  |
| 12               | MILL BITUMINOUS PAVEMENT 2" DEPTH             | SQ YD  | 560   | \$16.00                                   | \$8,960.00   | \$15.80                                       | \$8,848.00   | \$30.00                             | \$16,800.00  | \$30.00                           | \$16,800.00  |
| 13               | REMOVE GRAVEL SURFACING                       | SQ YD  | 829   | \$2.00                                    | \$1,658.00   | \$4.50                                        | \$3,730.50   | \$7.50                              | \$6,217.50   | \$5.00                            | \$4,145.00   |
| 14               | REMOVE TREE                                   | EACH   | 90    | \$382.00                                  | \$34,380.00  | \$155.00                                      | \$13,950.00  | \$450.00                            | \$40,500.00  | \$400.00                          | \$36,000.00  |
| 15               | STRIP, STOCKPILE, AND RESPREAD TOPSOIL        | LUMP   | 1     | \$45,000.00                               | \$45,000.00  | \$41,100.00                                   | \$41,100.00  | \$1,650.00                          | \$1,650.00   | \$30,000.00                       | \$30,000.00  |
| 16               | GRANULAR BORROW                               | TON    | 170   | \$30.00                                   | \$5,100.00   | \$16.60                                       | \$2,822.00   | \$18.00                             | \$3,060.00   | \$14.00                           | \$2,380.00   |
| 17               | COMMON TOPSOIL BORROW SPECIAL                 | CU YD  | 900   | \$16.00                                   | \$14,400.00  | \$14.70                                       | \$13,230.00  | \$6.75                              | \$6,075.00   | \$42.00                           | \$37,800.00  |
| 18               | SELECT GRANULAR BORROW MOD 5%                 | TON    | 8280  | \$19.00                                   | \$157,320.00 | \$17.70                                       | \$146,556.00 | \$16.00                             | \$132,480.00 | \$16.00                           | \$132,480.00 |
| 19               | STABILIZING AGGREGATE, 3" MINUS               | TON    | 854   | \$34.00                                   | \$29,036.00  | \$40.40                                       | \$34,501.60  | \$35.00                             | \$29,890.00  | \$40.00                           | \$34,160.00  |
| 20               | EXCAVATION - COMMON                           | CU YD  | 7925  | \$6.00                                    | \$47,550.00  | \$16.40                                       | \$129,970.00 | \$5.00                              | \$39,625.00  | \$15.00                           | \$118,875.00 |
| 21               | COMMON EMBANKMENT                             | CU YD  | 4265  | \$4.70                                    | \$20,045.50  | \$5.00                                        | \$21,325.00  | \$3.00                              | \$12,795.00  | \$12.00                           | \$51,180.00  |
| 22               | HAUL & DISPOSE OF EXCAVATED MATERIAL          | CU YD  | 3660  | \$15.00                                   | \$54,900.00  | \$19.50                                       | \$71,370.00  | \$14.00                             | \$51,240.00  | \$18.00                           | \$65,880.00  |
| 23               | GEOTEXTILE FABRIC TYPE 5                      | SQ YD  | 18255 | \$1.80                                    | \$32,859.00  | \$2.00                                        | \$36,510.00  | \$2.10                              | \$38,335.50  | \$3.00                            | \$54,765.00  |
| 24               | SOIL STABILIZATION GEOGRID                    | SQ YD  | 1050  | \$3.50                                    | \$3,675.00   | \$60.90                                       | \$63,945.00  | \$60.00                             | \$63,000.00  | \$36.00                           | \$37,800.00  |
| 25               | AGGREGATE SURFACING CLASS 2                   | TON    | 160   | \$50.00                                   | \$8,000.00   | \$48.40                                       | \$7,744.00   | \$45.00                             | \$7,200.00   | \$28.00                           | \$4,480.00   |
| 26               | STREET SWEEPER (WITH PICKUP BROOM)            | hour   | 65    | \$180.00                                  | \$11,700.00  | \$168.50                                      | \$10,952.50  | \$165.00                            | \$10,725.00  | \$165.00                          | \$10,725.00  |
| 27               | WATER                                         | MGAL   | 65    | \$65.00                                   | \$4,225.00   | \$37.40                                       | \$2,431.00   | \$90.00                             | \$5,850.00   | \$100.00                          | \$6,500.00   |
| 28               | AGGREGATE BASE CLASS 5                        | TON    | 9320  | \$25.00                                   | \$233,000.00 | \$26.90                                       | \$250,708.00 | \$25.75                             | \$239,990.00 | \$28.00                           | \$260,960.00 |
| 29               | BITUMINOUS MATERIAL FOR TACK COAT             | GAL    | 1760  | \$4.00                                    | \$7,040.00   | \$3.70                                        | \$6,512.00   | \$3.50                              | \$6,160.00   | \$3.00                            | \$5,280.00   |
| 30               | TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) | TON    | 3625  | \$97.70                                   | \$354,162.50 | \$90.10                                       | \$326,612.50 | \$85.45                             | \$309,756.25 | \$92.00                           | \$333,500.00 |
| 31               | TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)     | TON    | 1055  | \$101.00                                  | \$106,555.00 | \$98.80                                       | \$104,234.00 | \$93.30                             | \$98,431.50  | \$97.00                           | \$102,335.00 |
| 32               | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)      | TON    | 1045  | \$106.00                                  | \$110,770.00 | \$94.60                                       | \$98,857.00  | \$89.75                             | \$93,788.75  | \$103.00                          | \$107,635.00 |
| 33               | 24" RC FLARED END SECTION W/ TRASH GUARD      | EACH   | 2     | \$3,000.00                                | \$6,000.00   | \$2,610.00                                    | \$5,220.00   | \$2,892.00                          | \$5,784.00   | \$3,700.00                        | \$7,400.00   |
| 34               | 30" RC FLARED END SECTION                     | EACH   | 1     | \$2,000.00                                | \$2,000.00   | \$2,120.00                                    | \$2,120.00   | \$2,031.00                          | \$2,031.00   | \$2,600.00                        | \$2,600.00   |
| 35               | 42" RC FLARED END SECTION                     | EACH   | 1     | \$3,300.00                                | \$3,300.00   | \$3,250.00                                    | \$3,250.00   | \$3,182.00                          | \$3,182.00   | \$5,000.00                        | \$5,000.00   |
| 36               | SUBGRADE EXCAVATION                           | CU YD  | 427   | \$10.00                                   | \$4,270.00   | \$22.00                                       | \$9,394.00   | \$12.00                             | \$5,124.00   | \$15.00                           | \$6,405.00   |
| 37               | 18" RC FLARED END SECTION W/TRASH GUARD       | EACH   | 1     | \$2,300.00                                | \$2,300.00   | \$1,970.00                                    | \$1,970.00   | \$2,126.00                          | \$2,126.00   | \$2,750.00                        | \$2,750.00   |

| BID TABULATION |                                                       |          |      | Bidder No. 1<br>S.M. Hentges & Sons, Inc. |              | Bidder No. 2<br>R. L. Larson Excavating, Inc. |              | Bidder No. 3<br>S. R. Weidema, Inc. |              | Bidder No. 4<br>Geislinger & Sons |              |
|----------------|-------------------------------------------------------|----------|------|-------------------------------------------|--------------|-----------------------------------------------|--------------|-------------------------------------|--------------|-----------------------------------|--------------|
| Item Num       | Item                                                  | Units    | Qty  | Unit Price                                | Total        | Unit Price                                    | Total        | Unit Price                          | Total        | Unit Price                        | Total        |
| 38             | 4" PVC DRAINTILE CLEANOUT                             | EACH     | 14   | \$230.00                                  | \$3,220.00   | \$307.00                                      | \$4,298.00   | \$221.00                            | \$3,094.00   | \$150.00                          | \$2,100.00   |
| 39             | 6" PVC DRAINTILE CLEANOUT                             | EACH     | 4    | \$450.00                                  | \$1,800.00   | \$537.50                                      | \$2,150.00   | \$375.00                            | \$1,500.00   | \$400.00                          | \$1,600.00   |
| 40             | 8" PVC PIPE DRAIN CLEANOUT                            | EACH     | 1    | \$1,300.00                                | \$1,300.00   | \$928.00                                      | \$928.00     | \$883.00                            | \$883.00     | \$800.00                          | \$800.00     |
| 41             | 4" PVC DRAINTILE PIPE SCH 40                          | LIN FT   | 5016 | \$11.00                                   | \$55,176.00  | \$17.10                                       | \$85,773.60  | \$20.00                             | \$100,320.00 | \$15.00                           | \$75,240.00  |
| 42             | 6" PVC DRAINTILE PIPE SCH 40                          | LIN FT   | 322  | \$16.00                                   | \$5,152.00   | \$25.90                                       | \$8,339.80   | \$23.00                             | \$7,406.00   | \$18.00                           | \$5,796.00   |
| 43             | 12" PVC SANITARY SEWER PIPE SDR 35                    | LIN FT   | 438  | \$72.00                                   | \$31,536.00  | \$70.10                                       | \$30,703.80  | \$90.00                             | \$39,420.00  | \$100.00                          | \$43,800.00  |
| 44             | 12" PVC SANITARY SEWER PIPE SDR 26                    | LIN FT   | 625  | \$80.00                                   | \$50,000.00  | \$86.10                                       | \$53,812.50  | \$155.00                            | \$96,875.00  | \$110.00                          | \$68,750.00  |
| 45             | 12" PVC SANITARY SEWER PIPE C-900 DR 18               | LIN FT   | 606  | \$220.00                                  | \$133,320.00 | \$117.00                                      | \$70,902.00  | \$375.00                            | \$227,250.00 | \$170.00                          | \$103,020.00 |
| 46             | 16" PVC SANITARY SEWER PIPE C-900 DR 18               | LIN FT   | 279  | \$230.00                                  | \$64,170.00  | \$159.50                                      | \$44,500.50  | \$365.00                            | \$101,835.00 | \$195.00                          | \$54,405.00  |
| 47             | 15" PVC SANITARY SEWER PIPE SDR 26                    | LIN FT   | 279  | \$237.00                                  | \$66,123.00  | \$126.00                                      | \$35,154.00  | \$250.00                            | \$69,750.00  | \$180.00                          | \$50,220.00  |
| 48             | 8" PVC SANITARY SEWER PIPE SDR 26                     | LIN FT   | 251  | \$63.00                                   | \$15,813.00  | \$55.90                                       | \$14,030.90  | \$105.00                            | \$26,355.00  | \$120.00                          | \$30,120.00  |
| 49             | 10" PVC SANITARY SEWER PIPE SDR 26                    | LIN FT   | 43   | \$71.00                                   | \$3,053.00   | \$197.50                                      | \$8,492.50   | \$125.00                            | \$5,375.00   | \$130.00                          | \$5,590.00   |
| 50             | 12" RC PIPE SEWER                                     | LIN FT   | 144  | \$55.00                                   | \$7,920.00   | \$60.40                                       | \$8,697.60   | \$70.00                             | \$10,080.00  | \$90.00                           | \$12,960.00  |
| 51             | 15" RC PIPE SEWER                                     | LIN FT   | 638  | \$60.00                                   | \$38,280.00  | \$66.10                                       | \$42,171.80  | \$78.00                             | \$49,764.00  | \$98.00                           | \$62,524.00  |
| 52             | 18" RC PIPE SEWER                                     | LIN FT   | 254  | \$69.00                                   | \$17,526.00  | \$68.50                                       | \$17,399.00  | \$82.00                             | \$20,828.00  | \$106.00                          | \$26,924.00  |
| 53             | 24" RC PIPE SEWER                                     | LIN FT   | 219  | \$98.00                                   | \$21,462.00  | \$100.00                                      | \$21,900.00  | \$115.00                            | \$25,185.00  | \$135.00                          | \$29,565.00  |
| 54             | 27" RC PIPE SEWER                                     | LIN FT   | 272  | \$111.00                                  | \$30,192.00  | \$106.00                                      | \$28,832.00  | \$133.00                            | \$36,176.00  | \$143.00                          | \$38,896.00  |
| 55             | 30" RC PIPE SEWER                                     | LIN FT   | 1025 | \$157.50                                  | \$161,437.50 | \$128.00                                      | \$131,200.00 | \$167.00                            | \$171,175.00 | \$175.00                          | \$179,375.00 |
| 56             | 42" RC PIPE SEWER                                     | LIN FT   | 88   | \$245.00                                  | \$21,560.00  | \$226.50                                      | \$19,932.00  | \$292.00                            | \$25,696.00  | \$285.00                          | \$25,080.00  |
| 57             | 12" PIPE PLUG                                         | EACH     | 1    | \$1,185.00                                | \$1,185.00   | \$633.00                                      | \$633.00     | \$700.00                            | \$700.00     | \$450.00                          | \$450.00     |
| 58             | 10" PIPE PLUG                                         | EACH     | 1    | \$900.00                                  | \$900.00     | \$122.50                                      | \$122.50     | \$340.00                            | \$340.00     | \$150.00                          | \$150.00     |
| 59             | 15" HDPE FLARED END SECTION W/ TRASH GUARD            | EACH     | 1    | \$950.00                                  | \$950.00     | \$5,040.00                                    | \$5,040.00   | \$568.00                            | \$568.00     | \$500.00                          | \$500.00     |
| 60             | CONNECT TO EXISTING STORM SEWER                       | EACH     | 2    | \$2,300.00                                | \$4,600.00   | \$2,320.00                                    | \$4,640.00   | \$2,065.00                          | \$4,130.00   | \$3,500.00                        | \$7,000.00   |
| 61             | CONNECT TO EXISTING SANITARY SEWER SERVICE            | EACH     | 1    | \$538.00                                  | \$538.00     | \$5,720.00                                    | \$5,720.00   | \$500.00                            | \$500.00     | \$2,500.00                        | \$2,500.00   |
| 62             | CONNECT TO EXISTING SANITARY SEWER                    | EACH     | 1    | \$16,200.00                               | \$16,200.00  | \$16,500.00                                   | \$16,500.00  | \$6,700.00                          | \$6,700.00   | \$12,000.00                       | \$12,000.00  |
| 63             | 4" DIAMETER SANITARY SEWER MANHOLE                    | EACH     | 11   | \$8,900.00                                | \$97,900.00  | \$9,820.00                                    | \$108,020.00 | \$9,888.00                          | \$108,768.00 | \$9,500.00                        | \$104,500.00 |
| 64             | 15" HDPE PIPE SEWER                                   | LIN FT   | 62   | \$48.00                                   | \$2,976.00   | \$47.70                                       | \$2,957.40   | \$36.00                             | \$2,232.00   | \$85.00                           | \$5,270.00   |
| 65             | 30" STEEL CASING PIPE (JACKED)                        | LIN FT   | 100  | \$1,614.00                                | \$161,400.00 | \$1,870.00                                    | \$187,000.00 | \$1,691.00                          | \$169,100.00 | \$1,700.00                        | \$170,000.00 |
| 66             | IRRIGATION SYSTEM                                     | LUMP SUM | 1    | \$209,000.00                              | \$209,000.00 | \$267,000.00                                  | \$267,000.00 | \$320,000.00                        | \$320,000.00 | \$210,000.00                      | \$210,000.00 |
| 67             | 16" BUTTERFLY VALVE AND BOX                           | EACH     | 2    | \$6,300.00                                | \$12,600.00  | \$6,520.00                                    | \$13,040.00  | \$6,434.00                          | \$12,868.00  | \$6,500.00                        | \$13,000.00  |
| 68             | 12" BUTTERFLY VALVE AND BOX                           | EACH     | 2    | \$4,300.00                                | \$8,600.00   | \$3,800.00                                    | \$7,600.00   | \$3,808.00                          | \$7,616.00   | \$4,100.00                        | \$8,200.00   |
| 69             | 6" GATE VALVE AND BOX                                 | EACH     | 5    | \$2,700.00                                | \$13,500.00  | \$2,420.00                                    | \$12,100.00  | \$2,530.00                          | \$12,650.00  | \$2,750.00                        | \$13,750.00  |
| 70             | 8" GATE VALVE AND BOX                                 | EACH     | 3    | \$3,400.00                                | \$10,200.00  | \$3,480.00                                    | \$10,440.00  | \$3,447.00                          | \$10,341.00  | \$3,900.00                        | \$11,700.00  |
| 71             | CONNECT TO EXISTING WATERMAIN                         | EACH     | 2    | \$6,500.00                                | \$13,000.00  | \$5,170.00                                    | \$10,340.00  | \$2,168.00                          | \$4,336.00   | \$5,000.00                        | \$10,000.00  |
| 72             | HYDRANT                                               | EACH     | 5    | \$6,940.00                                | \$34,700.00  | \$7,300.00                                    | \$36,500.00  | \$6,801.00                          | \$34,005.00  | \$7,500.00                        | \$37,500.00  |
| 73             | WATERMAIN OFFSET                                      | EACH     | 1    | \$4,430.00                                | \$4,430.00   | \$1,970.00                                    | \$1,970.00   | \$3,970.00                          | \$3,970.00   | \$5,000.00                        | \$5,000.00   |
| 74             | 2" SADDLE                                             | EACH     | 1    | \$770.00                                  | \$770.00     | \$521.50                                      | \$521.50     | \$197.00                            | \$197.00     | \$450.00                          | \$450.00     |
| 75             | 2" CURB STOP AND BOX                                  | EACH     | 1    | \$1,100.00                                | \$1,100.00   | \$1,440.00                                    | \$1,440.00   | \$736.00                            | \$736.00     | \$1,000.00                        | \$1,000.00   |
| 76             | 2" CORPORATION STOP                                   | EACH     | 1    | \$665.00                                  | \$665.00     | \$694.00                                      | \$694.00     | \$449.00                            | \$449.00     | \$750.00                          | \$750.00     |
| 77             | 2" TYPE K COPPER PIPE                                 | LIN FT   | 63   | \$42.00                                   | \$2,646.00   | \$83.10                                       | \$5,235.30   | \$54.00                             | \$3,402.00   | \$85.00                           | \$5,355.00   |
| 78             | 12" PVC C-900 DR-18 WATERMAIN OPEN CUT                | LIN FT   | 804  | \$73.00                                   | \$58,692.00  | \$85.80                                       | \$68,983.20  | \$105.00                            | \$84,420.00  | \$110.00                          | \$88,440.00  |
| 79             | 16" PVC C-900 DR-18 WATERMAIN OPEN CUT                | LIN FT   | 2071 | \$103.00                                  | \$213,313.00 | \$112.50                                      | \$232,987.50 | \$140.00                            | \$289,940.00 | \$150.00                          | \$310,650.00 |
| 80             | 16" PVC C-900 DR-18 WATERMAIN TRENCHLESS INSTALLATION | LIN FT   | 565  | \$205.00                                  | \$115,825.00 | \$245.00                                      | \$138,425.00 | \$250.00                            | \$141,250.00 | \$240.00                          | \$135,600.00 |
| 81             | 6" DIP CL 52 WATERMAIN                                | LIN FT   | 114  | \$51.00                                   | \$5,814.00   | \$65.30                                       | \$7,444.20   | \$65.00                             | \$7,410.00   | \$85.00                           | \$9,690.00   |
| 82             | 8" PVC C-900 DR-18 WATERMAIN OPEN CUT                 | LIN FT   | 1575 | \$47.00                                   | \$74,025.00  | \$51.10                                       | \$80,482.50  | \$55.00                             | \$86,625.00  | \$95.00                           | \$149,625.00 |

| BID TABULATION |                                                      |          |       | Bidder No. 1<br>S.M. Hentges & Sons, Inc. |              | Bidder No. 2<br>R. L. Larson Excavating, Inc. |              | Bidder No. 3<br>S. R. Weidema, Inc. |              | Bidder No. 4<br>Geislinger & Sons |              |
|----------------|------------------------------------------------------|----------|-------|-------------------------------------------|--------------|-----------------------------------------------|--------------|-------------------------------------|--------------|-----------------------------------|--------------|
| Item Num       | Item                                                 | Units    | Qty   | Unit Price                                | Total        | Unit Price                                    | Total        | Unit Price                          | Total        | Unit Price                        | Total        |
| 83             | 8" PVC C-900 DR-18 WATERMAIN TRENCHLESS INSTALLATION | LIN FT   | 100   | \$140.00                                  | \$14,000.00  | \$137.00                                      | \$13,700.00  | \$240.00                            | \$24,000.00  | \$130.00                          | \$13,000.00  |
| 84             | HYDRANT RISER                                        | LIN FT   | 10    | \$1,200.00                                | \$12,000.00  | \$1,310.00                                    | \$13,100.00  | \$1,375.00                          | \$13,750.00  | \$1,250.00                        | \$12,500.00  |
| 85             | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 27"      | EACH     | 1     | \$2,325.00                                | \$2,325.00   | \$3,040.00                                    | \$3,040.00   | \$2,493.00                          | \$2,493.00   | \$2,600.00                        | \$2,600.00   |
| 86             | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 48"      | EACH     | 14    | \$4,050.00                                | \$56,700.00  | \$4,700.00                                    | \$65,800.00  | \$4,450.00                          | \$62,300.00  | \$4,400.00                        | \$61,600.00  |
| 87             | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 60"      | EACH     | 5     | \$9,600.00                                | \$48,000.00  | \$9,440.00                                    | \$47,200.00  | \$9,582.00                          | \$47,910.00  | \$9,500.00                        | \$47,500.00  |
| 88             | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 72"      | EACH     | 3     | \$14,100.00                               | \$42,300.00  | \$14,700.00                                   | \$44,100.00  | \$14,448.00                         | \$43,344.00  | \$15,000.00                       | \$45,000.00  |
| 89             | DUCTILE IRON FITTINGS                                | POUND    | 4078  | \$13.00                                   | \$53,014.00  | \$21.30                                       | \$86,861.40  | \$15.00                             | \$61,170.00  | \$11.00                           | \$44,858.00  |
| 90             | RANDOM RIP RAP CLASS III (GRANITE)                   | CU YD    | 61    | \$125.00                                  | \$7,625.00   | \$84.20                                       | \$5,136.20   | \$150.00                            | \$9,150.00   | \$100.00                          | \$6,100.00   |
| 91             | BOULDER WALL                                         | LIN FT   | 290   | \$132.00                                  | \$38,280.00  | \$209.00                                      | \$60,610.00  | \$177.00                            | \$51,330.00  | \$160.00                          | \$46,400.00  |
| 92             | 4" CONCRETE WALK                                     | SQ FT    | 2659  | \$10.80                                   | \$28,717.20  | \$15.80                                       | \$42,012.20  | \$15.50                             | \$41,214.50  | \$14.00                           | \$37,226.00  |
| 93             | 6" CONCRETE WALK                                     | SQ FT    | 26382 | \$6.60                                    | \$174,121.20 | \$10.80                                       | \$284,925.60 | \$10.60                             | \$279,649.20 | \$9.00                            | \$237,438.00 |
| 94             | CONCRETE CURB & GUTTER DESIGN B418                   | LIN FT   | 368   | \$19.80                                   | \$7,286.40   | \$24.00                                       | \$8,832.00   | \$24.00                             | \$8,832.00   | \$23.00                           | \$8,464.00   |
| 95             | CONCRETE CURB & GUTTER DESIGN B612                   | LIN FT   | 2459  | \$17.60                                   | \$43,278.40  | \$18.80                                       | \$46,229.20  | \$19.00                             | \$46,721.00  | \$19.00                           | \$46,721.00  |
| 96             | CONCRETE CURB & GUTTER DESIGN B618                   | LIN FT   | 4762  | \$23.20                                   | \$110,478.40 | \$20.50                                       | \$97,621.00  | \$20.00                             | \$95,240.00  | \$22.00                           | \$104,764.00 |
| 97             | CONCRETE CURB DESIGN SPECIAL                         | LIN FT   | 746   | \$102.00                                  | \$76,092.00  | \$72.20                                       | \$53,861.20  | \$69.00                             | \$51,474.00  | \$70.00                           | \$52,220.00  |
| 98             | 8" CONCRETE DRIVEWAY PAVEMENT                        | SQ YD    | 225   | \$121.00                                  | \$27,225.00  | \$179.00                                      | \$40,275.00  | \$169.00                            | \$38,025.00  | \$161.00                          | \$36,225.00  |
| 99             | TRUNCATED DOMES                                      | SQ FT    | 194   | \$67.00                                   | \$12,998.00  | \$55.90                                       | \$10,844.60  | \$53.00                             | \$10,282.00  | \$56.00                           | \$10,864.00  |
| 100            | BENCH                                                | EACH     | 17    | \$1,565.00                                | \$26,605.00  | \$5,960.00                                    | \$101,320.00 | \$5,655.00                          | \$96,135.00  | \$5,500.00                        | \$93,500.00  |
| 101            | BICYCLE RACK                                         | EACH     | 13    | \$1,260.00                                | \$16,380.00  | \$421.50                                      | \$5,479.50   | \$400.00                            | \$5,200.00   | \$870.00                          | \$11,310.00  |
| 102            | WASTE RECEPTACLE                                     | EACH     | 13    | \$245.00                                  | \$3,185.00   | \$3,080.00                                    | \$40,040.00  | \$2,925.00                          | \$38,025.00  | \$3,000.00                        | \$39,000.00  |
| 103            | LANDSCAPE EDGER                                      | LIN FT   | 144   | \$20.00                                   | \$2,880.00   | \$8.40                                        | \$1,209.60   | \$50.00                             | \$7,200.00   | \$25.00                           | \$3,600.00   |
| 104            | LIGHTING UNIT TYPE SPECIAL                           | EACH     | 54    | \$8,068.00                                | \$435,672.00 | \$8,270.00                                    | \$446,580.00 | \$8,006.50                          | \$432,351.00 | \$8,000.00                        | \$432,000.00 |
| 105            | ELECTRIC SERVICE                                     | LUMP SUM | 1     | \$113,111.00                              | \$113,111.00 | \$116,000.00                                  | \$116,000.00 | \$112,245.00                        | \$112,245.00 | \$112,000.00                      | \$112,000.00 |
| 106            | TYPE III BARRICADES                                  | EACH     | 1     | \$612.00                                  | \$612.00     | \$474.50                                      | \$474.50     | \$450.00                            | \$450.00     | \$500.00                          | \$500.00     |
| 107            | SIGN PANELS TYPE SPECIAL                             | EACH     | 6     | \$107.00                                  | \$642.00     | \$632.50                                      | \$3,795.00   | \$100.00                            | \$600.00     | \$110.00                          | \$660.00     |
| 108            | TRAFFIC CONTROL                                      | LUMP SUM | 1     | \$9,700.00                                | \$9,700.00   | \$7,220.00                                    | \$7,220.00   | \$6,850.00                          | \$6,850.00   | \$10,000.00                       | \$10,000.00  |
| 109            | SIGN PANELS TYPE C                                   | SQ FT    | 59.25 | \$65.00                                   | \$3,851.25   | \$174.00                                      | \$10,309.50  | \$165.00                            | \$9,776.25   | \$170.00                          | \$10,072.50  |
| 110            | INSTALL SIGN                                         | EACH     | 4     | \$255.00                                  | \$1,020.00   | \$580.00                                      | \$2,320.00   | \$550.00                            | \$2,200.00   | \$575.00                          | \$2,300.00   |
| 111            | DELINEATOR/MARKER                                    | EACH     | 16    | \$255.00                                  | \$4,080.00   | \$211.00                                      | \$3,376.00   | \$200.00                            | \$3,200.00   | \$210.00                          | \$3,360.00   |
| 112            | DECIDUOUS SHRUB NO 5 CONT                            | EACH     | 254   | \$65.30                                   | \$16,586.20  | \$126.50                                      | \$32,131.00  | \$61.00                             | \$15,494.00  | \$135.00                          | \$34,290.00  |
| 113            | DECIDUOUS TREE 2.5" CAL B&B                          | EACH     | 94    | \$505.00                                  | \$47,470.00  | \$717.00                                      | \$67,398.00  | \$562.00                            | \$52,828.00  | \$950.00                          | \$89,300.00  |
| 114            | PERENNIAL NO 1 CONT                                  | EACH     | 1974  | \$24.50                                   | \$48,363.00  | \$32.70                                       | \$64,549.80  | \$20.50                             | \$40,467.00  | \$41.00                           | \$80,934.00  |
| 115            | FLARED END PROTECTION                                | EACH     | 4     | \$156.00                                  | \$624.00     | \$211.00                                      | \$844.00     | \$450.00                            | \$1,800.00   | \$254.00                          | \$1,016.00   |
| 116            | STABILIZED CONSTRUCTION EXIT                         | EACH     | 2     | \$1,560.00                                | \$3,120.00   | \$1,630.00                                    | \$3,260.00   | \$1,750.00                          | \$3,500.00   | \$2,200.00                        | \$4,400.00   |
| 117            | SEDIMENT CONTROL LOG TYPE STRAW                      | LIN FT   | 951   | \$2.50                                    | \$2,377.50   | \$2.50                                        | \$2,377.50   | \$2.80                              | \$2,662.80   | \$3.00                            | \$2,853.00   |
| 118            | SILT FENCE, TYPE MS                                  | LIN FT   | 6245  | \$2.30                                    | \$14,363.50  | \$2.00                                        | \$12,490.00  | \$2.05                              | \$12,802.25  | \$3.00                            | \$18,735.00  |
| 119            | STORM DRAIN INLET PROTECTION                         | EACH     | 21    | \$185.00                                  | \$3,885.00   | \$200.00                                      | \$4,200.00   | \$425.00                            | \$8,925.00   | \$165.00                          | \$3,465.00   |
| 120            | COMMON TOPSOIL BORROW                                | CU YD    | 2803  | \$35.40                                   | \$99,226.20  | \$0.01                                        | \$28.03      | \$30.00                             | \$84,090.00  | \$32.00                           | \$89,696.00  |
| 121            | LOAM TOPSOIL BORROW                                  | CU YD    | 698   | \$40.60                                   | \$28,338.80  | \$35.20                                       | \$24,569.60  | \$40.00                             | \$27,920.00  | \$32.00                           | \$22,336.00  |
| 122            | ROLLED EROSION PREVENTION CATEGORY 20                | SQ YD    | 7143  | \$1.60                                    | \$11,428.80  | \$1.60                                        | \$11,428.80  | \$1.45                              | \$10,357.35  | \$1.50                            | \$10,714.50  |
| 123            | SODDING TYPE SALT TOLERANT                           | SQ YD    | 3320  | \$15.00                                   | \$49,800.00  | \$7.60                                        | \$25,232.00  | \$9.00                              | \$29,880.00  | \$9.00                            | \$29,880.00  |

| BID TABULATION               |                                                       |        |       | Bidder No. 1<br>S.M. Hentges & Sons, Inc. |                       | Bidder No. 2<br>R. L. Larson Excavating, Inc. |                       | Bidder No. 3<br>S. R. Weidema, Inc. |                       | Bidder No. 4<br>Geislinger & Sons |                       |
|------------------------------|-------------------------------------------------------|--------|-------|-------------------------------------------|-----------------------|-----------------------------------------------|-----------------------|-------------------------------------|-----------------------|-----------------------------------|-----------------------|
| Item Num                     | Item                                                  | Units  | Qty   | Unit Price                                | Total                 | Unit Price                                    | Total                 | Unit Price                          | Total                 | Unit Price                        | Total                 |
| 124                          | SEEDING                                               | ACRE   | 5     | \$1,250.00                                | \$6,250.00            | \$527.00                                      | \$2,635.00            | \$640.00                            | \$3,200.00            | \$700.00                          | \$3,500.00            |
| 125                          | HYDRAULIC STABILIZED FIBER MATRIX                     | POUND  | 17061 | \$1.40                                    | \$23,885.40           | \$1.60                                        | \$27,297.60           | \$0.90                              | \$15,354.90           | \$1.00                            | \$17,061.00           |
| 126                          | SEED MIXTURE 25-131                                   | POUND  | 55    | \$6.30                                    | \$346.50              | \$6.30                                        | \$346.50              | \$9.40                              | \$517.00              | \$10.00                           | \$550.00              |
| 127                          | SEED MIXTURE 25-151                                   | POUND  | 1010  | \$7.30                                    | \$7,373.00            | \$4.50                                        | \$4,545.00            | \$4.00                              | \$4,040.00            | \$4.00                            | \$4,040.00            |
| 128                          | SEED MIXTURE 34-171                                   | POUND  | 10    | \$29.20                                   | \$292.00              | \$92.30                                       | \$923.00              | \$100.00                            | \$1,000.00            | \$100.00                          | \$1,000.00            |
| 129                          | 24" SOLID LINE MULTI-COMPONENT GROUND IN              | LIN FT | 322   | \$16.50                                   | \$5,313.00            | \$15.60                                       | \$5,023.20            | \$14.75                             | \$4,749.50            | \$17.00                           | \$5,474.00            |
| 130                          | 24" SOLID LINE MULTI-COMPONENT GROUND IN              | LIN FT | 378   | \$16.50                                   | \$6,237.00            | \$15.60                                       | \$5,896.80            | \$14.75                             | \$5,575.50            | \$17.00                           | \$6,426.00            |
| 131                          | 4" DOTTED LINE MULTI-COMPONENT GROUND IN              | LIN FT | 935   | \$0.70                                    | \$654.50              | \$1.30                                        | \$1,215.50            | \$1.20                              | \$1,122.00            | \$1.00                            | \$935.00              |
| 132                          | 4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN        | LIN FT | 5662  | \$1.40                                    | \$7,926.80            | \$2.50                                        | \$14,155.00           | \$2.40                              | \$13,588.80           | \$1.50                            | \$8,493.00            |
| 133                          | 4" SOLID LINE MULTI-COMPONENT GROUND IN               | LIN FT | 2723  | \$0.70                                    | \$1,906.10            | \$1.30                                        | \$3,539.90            | \$1.20                              | \$3,267.60            | \$1.00                            | \$2,723.00            |
| 134                          | 4" SOLID LINE MULTI-COMPONENT GROUND IN               | LIN FT | 1359  | \$0.70                                    | \$951.30              | \$1.30                                        | \$1,766.70            | \$1.20                              | \$1,630.80            | \$1.00                            | \$1,359.00            |
| 135                          | 6" SOLID LINE MULTI-COMPONENT GROUND IN               | LIN FT | 3960  | \$1.00                                    | \$3,960.00            | \$1.50                                        | \$5,940.00            | \$1.40                              | \$5,544.00            | \$1.10                            | \$4,356.00            |
| 136                          | CROSSWALK PREFORM THERMOPLASTIC GROUND IN             | SQ FT  | 325   | \$14.70                                   | \$4,777.50            | \$29.50                                       | \$9,587.50            | \$28.00                             | \$9,100.00            | \$15.00                           | \$4,875.00            |
| 137                          | PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN      | SQ FT  | 78    | \$30.00                                   | \$2,340.00            | \$36.90                                       | \$2,878.20            | \$35.00                             | \$2,730.00            | \$30.00                           | \$2,340.00            |
| 138                          | PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN      | SQ FT  | 78    | \$30.00                                   | \$2,340.00            | \$36.90                                       | \$2,878.20            | \$35.00                             | \$2,730.00            | \$30.00                           | \$2,340.00            |
| <b>TOTAL BASE BID</b>        |                                                       |        |       |                                           | <b>\$5,063,531.65</b> |                                               | <b>\$5,480,366.83</b> |                                     | <b>\$5,867,254.95</b> |                                   | <b>\$5,891,299.50</b> |
| <b>ALTERNATE NO. 1</b>       |                                                       |        |       |                                           |                       |                                               |                       |                                     |                       |                                   |                       |
| 139                          | REMOVE TREE                                           | EACH   | 1     | \$1,275.00                                | \$1,275.00            | \$527.00                                      | \$527.00              | \$450.00                            | \$450.00              | \$1,100.00                        | \$1,100.00            |
| 140                          | 16" BUTTERFLY VALVE AND BOX                           | EACH   | 1     | \$6,300.00                                | \$6,300.00            | \$6,520.00                                    | \$6,520.00            | \$6,380.00                          | \$6,380.00            | \$6,500.00                        | \$6,500.00            |
| 141                          | 6" GATE VALVE AND BOX                                 | EACH   | 1     | \$2,635.00                                | \$2,635.00            | \$2,590.00                                    | \$2,590.00            | \$2,475.00                          | \$2,475.00            | \$2,750.00                        | \$2,750.00            |
| 142                          | 2" SADDLE                                             | EACH   | 1     | \$770.00                                  | \$770.00              | \$813.00                                      | \$813.00              | \$364.00                            | \$364.00              | \$450.00                          | \$450.00              |
| 143                          | 2" CURB STOP AND BOX                                  | EACH   | 1     | \$1,100.00                                | \$1,100.00            | \$1,440.00                                    | \$1,440.00            | \$1,000.00                          | \$1,000.00            | \$1,000.00                        | \$1,000.00            |
| 144                          | 2" CORPORATION STOP                                   | EACH   | 1     | \$665.00                                  | \$665.00              | \$985.50                                      | \$985.50              | \$712.00                            | \$712.00              | \$750.00                          | \$750.00              |
| 145                          | 16" PVC C-900 DR-18 WATERMAIN OPEN CUT                | LIN FT | 7     | \$103.00                                  | \$721.00              | \$275.00                                      | \$1,925.00            | \$140.00                            | \$980.00              | \$200.00                          | \$1,400.00            |
| 146                          | 16" PVC C-900 DR-18 WATERMAIN TRENCHLESS INSTALLATION | LIN FT | 650   | \$199.50                                  | \$129,675.00          | \$223.00                                      | \$144,950.00          | \$250.00                            | \$162,500.00          | \$255.00                          | \$165,750.00          |
| 147                          | 6" DIP CL 52 WATERMAIN                                | LIN FT | 10    | \$68.00                                   | \$680.00              | \$94.40                                       | \$944.00              | \$56.00                             | \$560.00              | \$85.00                           | \$850.00              |
| 148                          | 2" TYPE PE PIPE                                       | LIN FT | 280   | \$11.00                                   | \$3,080.00            | \$68.30                                       | \$19,124.00           | \$150.00                            | \$42,000.00           | \$65.00                           | \$18,200.00           |
| 149                          | DUCTILE IRON FITTINGS                                 | POUND  | 378   | \$16.00                                   | \$6,048.00            | \$26.40                                       | \$9,979.20            | \$15.00                             | \$5,670.00            | \$11.00                           | \$4,158.00            |
| 150                          | SEDIMENT CONTROL LOG TYPE STRAW                       | LIN FT | 97    | \$2.60                                    | \$252.20              | \$2.60                                        | \$252.20              | \$2.80                              | \$271.60              | \$3.00                            | \$291.00              |
| 151                          | SEEDING                                               | ACRE   | 0.1   | \$9,371.00                                | \$937.10              | \$527.00                                      | \$52.70               | \$3,000.00                          | \$300.00              | \$3,500.00                        | \$350.00              |
| 152                          | HYDRAULIC STABILIZED FIBER MATRIX                     | POUND  | 260   | \$2.70                                    | \$702.00              | \$1.60                                        | \$416.00              | \$0.90                              | \$234.00              | \$1.00                            | \$260.00              |
| 153                          | SEED MIXTURE 25-151                                   | POUND  | 17    | \$7.30                                    | \$124.10              | \$4.50                                        | \$76.50               | \$10.00                             | \$170.00              | \$10.00                           | \$170.00              |
| <b>TOTAL ALTERNATE NO. 1</b> |                                                       |        |       |                                           | <b>\$154,964.40</b>   |                                               | <b>\$190,595.10</b>   |                                     | <b>\$224,066.60</b>   |                                   | <b>\$203,979.00</b>   |
| <b>ALTERNATE NO. 2</b>       |                                                       |        |       |                                           |                       |                                               |                       |                                     |                       |                                   |                       |
| 154                          | 4" CONCRETE WALK                                      | SQ FT  | 1130  | \$51.59                                   | \$58,296.70           | \$34.70                                       | \$39,211.00           | \$35.00                             | \$39,550.00           | \$35.00                           | \$39,550.00           |
| 155                          | TREE GRATE AND FRAMES                                 | EACH   | 57    | \$2,670.00                                | \$152,190.00          | \$3,120.00                                    | \$177,840.00          | \$3,100.00                          | \$176,700.00          | \$3,000.00                        | \$171,000.00          |
| 156                          | SODDING TYPE SALT TOLERANT                            | SQ YD  | -232  | \$15.00                                   | -\$3,480.00           | \$7.60                                        | -\$1,763.20           | \$9.00                              | -\$2,088.00           | \$8.95                            | -\$2,076.40           |
| <b>TOTAL ALTERNATE NO. 2</b> |                                                       |        |       |                                           | <b>-\$207,006.70</b>  |                                               | <b>-\$215,287.80</b>  |                                     | <b>-\$214,162.00</b>  |                                   | <b>-\$208,473.60</b>  |

| BID TABULATION                        |                                               |        |     | Bidder No. 1<br>S. M. Hentges & Sons, Inc.                             |                    | Bidder No. 2<br>R. L. Larson Excavating, Inc.                             |                    | Bidder No. 3<br>S. R. Weidema, Inc.                                    |                    | Bidder No. 4<br>Geislinger & Sons                                          |                     |
|---------------------------------------|-----------------------------------------------|--------|-----|------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------|---------------------|
| Item Num                              | Item                                          | Units  | Qty | Unit Price                                                             | Total              | Unit Price                                                                | Total              | Unit Price                                                             | Total              | Unit Price                                                                 | Total               |
| <b>ALTERNATE NO. 3</b>                |                                               |        |     |                                                                        |                    |                                                                           |                    |                                                                        |                    |                                                                            |                     |
| 157                                   | DECIDUOUS TREE 2.5" CAL B&B                   | EACH   | -94 | \$505.00                                                               | -\$47,470.00       | \$717.00                                                                  | -\$67,398.00       | \$562.00                                                               | -\$52,828.00       | \$870.00                                                                   | -\$81,780.00        |
| 158                                   | DECIDUOUS TREE 2.5" CAL B&B                   | EACH   | 94  | \$505.00                                                               | \$47,470.00        | \$748.50                                                                  | \$70,359.00        | \$750.00                                                               | \$70,500.00        | \$940.00                                                                   | \$88,360.00         |
| <b>TOTAL ALTERNATE NO. 3</b>          |                                               |        |     |                                                                        | <b>\$0.00</b>      |                                                                           | <b>\$2,961.00</b>  |                                                                        | <b>\$17,672.00</b> |                                                                            | <b>\$6,580.00</b>   |
| <b>ALTERNATE NO. 4</b>                |                                               |        |     |                                                                        |                    |                                                                           |                    |                                                                        |                    |                                                                            |                     |
| 159                                   | IRRIGATION SYSTEM                             | LS     | 1   | \$3,570.00                                                             | \$3,570.00         | \$35,000.00                                                               | \$35,000.00        | \$35,000.00                                                            | \$35,000.00        | \$40,000.00                                                                | \$40,000.00         |
| 160                                   | LIGHTING UNIT TYPE SPECIAL                    | EACH   | -54 | \$8,070.00                                                             | -\$435,780.00      | \$8,270.00                                                                | -\$446,580.00      | \$8,006.00                                                             | -\$432,324.00      | \$7,850.00                                                                 | -\$423,900.00       |
| 161                                   | LIGHTING UNIT TYPE SPECIAL                    | EACH   | 54  | \$9,230.00                                                             | \$498,420.00       | \$9,460.00                                                                | \$510,840.00       | \$9,159.00                                                             | \$494,586.00       | \$9,000.00                                                                 | \$486,000.00        |
| <b>TOTAL ALTERNATE NO. 4</b>          |                                               |        |     |                                                                        | <b>\$66,210.00</b> |                                                                           | <b>\$99,260.00</b> |                                                                        | <b>\$97,262.00</b> |                                                                            | <b>\$102,100.00</b> |
| <b>ALTERNATE NO. 5</b>                |                                               |        |     |                                                                        |                    |                                                                           |                    |                                                                        |                    |                                                                            |                     |
| 162                                   | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)       | LIN FT | 20  | \$3.00                                                                 | \$60.00            | \$5.30                                                                    | \$106.00           | \$4.00                                                                 | \$80.00            | \$6.00                                                                     | \$120.00            |
| 163                                   | REMOVE BITUMINOUS PAVEMENT                    | SQ YD  | 43  | \$5.00                                                                 | \$215.00           | \$13.70                                                                   | \$589.10           | \$8.00                                                                 | \$344.00           | \$10.00                                                                    | \$430.00            |
| 164                                   | GEOTEXTILE FABRIC TYPE 5                      | SQ YD  | 650 | \$2.00                                                                 | \$1,300.00         | \$3.60                                                                    | \$2,340.00         | \$2.00                                                                 | \$1,300.00         | \$3.00                                                                     | \$1,950.00          |
| 165                                   | AGGREGATE BASE CLASS 5                        | TON    | 423 | \$28.00                                                                | \$11,844.00        | \$32.10                                                                   | \$13,578.30        | \$26.70                                                                | \$11,294.10        | \$38.00                                                                    | \$16,074.00         |
| 166                                   | BITUMINOUS MATERIAL FOR TACK COAT             | GAL    | 46  | \$3.86                                                                 | \$177.56           | \$3.70                                                                    | \$170.20           | \$3.50                                                                 | \$161.00           | \$12.00                                                                    | \$552.00            |
| 167                                   | TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.C) | TON    | 78  | \$108.00                                                               | \$8,424.00         | \$124.00                                                                  | \$9,672.00         | \$117.75                                                               | \$9,184.50         | \$140.00                                                                   | \$10,920.00         |
| 168                                   | TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)      | TON    | 59  | \$116.00                                                               | \$6,844.00         | \$141.50                                                                  | \$8,348.50         | \$134.20                                                               | \$7,917.80         | \$145.00                                                                   | \$8,555.00          |
| 169                                   | IRRIGATION SYSTEM                             | LS     | 1   | \$3,570.00                                                             | \$3,570.00         | \$10,500.00                                                               | \$10,500.00        | \$7,000.00                                                             | \$7,000.00         | \$10,000.00                                                                | \$10,000.00         |
| 170                                   | CONCRETE CURB & GUTTER DESIGN D418            | LIN FT | 225 | \$32.50                                                                | \$7,312.50         | \$35.60                                                                   | \$8,010.00         | \$35.00                                                                | \$7,875.00         | \$36.00                                                                    | \$8,100.00          |
| 171                                   | LIGHTING UNIT TYPE SPECIAL 1                  | EACH   | 2   | \$6,100.00                                                             | \$12,200.00        | \$6,330.00                                                                | \$12,660.00        | \$6,123.00                                                             | \$12,246.00        | \$6,000.00                                                                 | \$12,000.00         |
| 172                                   | ELECTRICAL SYSTEM MODIFICATIONS               | LS     | 1   | \$9,250.00                                                             | \$9,250.00         | \$9,490.00                                                                | \$9,490.00         | \$9,184.00                                                             | \$9,184.00         | \$9,000.00                                                                 | \$9,000.00          |
| 173                                   | CONIFEROUS TREE 6' HT B&B                     | EACH   | 3   | \$459.00                                                               | \$1,377.00         | \$949.00                                                                  | \$2,847.00         | \$400.00                                                               | \$1,200.00         | \$900.00                                                                   | \$2,700.00          |
| 174                                   | 4" SOLID LINE PAINT                           | LIN FT | 180 | \$5.50                                                                 | \$990.00           | \$13.70                                                                   | \$2,466.00         | \$13.00                                                                | \$2,340.00         | \$6.00                                                                     | \$1,080.00          |
| <b>TOTAL ALTERNATE NO. 5</b>          |                                               |        |     |                                                                        | <b>\$63,564.06</b> |                                                                           | <b>\$80,777.10</b> |                                                                        | <b>\$70,126.40</b> |                                                                            | <b>\$81,481.00</b>  |
| <b>SUMMARY:</b>                       |                                               |        |     |                                                                        |                    |                                                                           |                    |                                                                        |                    |                                                                            |                     |
| TOTAL BASE BID                        |                                               |        |     |                                                                        | \$5,063,531.65     |                                                                           | \$5,480,366.83     |                                                                        | \$5,867,254.95     |                                                                            | \$5,891,299.50      |
| TOTAL ALTERNATE NO. 1                 |                                               |        |     |                                                                        | \$154,964.40       |                                                                           | \$190,595.10       |                                                                        | \$224,066.60       |                                                                            | \$203,979.00        |
| TOTAL ALTERNATE NO. 2                 |                                               |        |     |                                                                        | \$207,006.70       |                                                                           | \$215,287.80       |                                                                        | \$214,162.00       |                                                                            | \$208,473.60        |
| TOTAL ALTERNATE NO. 3                 |                                               |        |     |                                                                        | \$0.00             |                                                                           | \$2,961.00         |                                                                        | \$17,672.00        |                                                                            | \$6,580.00          |
| TOTAL ALTERNATE NO. 4                 |                                               |        |     |                                                                        | \$66,210.00        |                                                                           | \$99,260.00        |                                                                        | \$97,262.00        |                                                                            | \$102,100.00        |
| TOTAL ALTERNATE NO. 5                 |                                               |        |     |                                                                        | \$63,564.06        |                                                                           | \$80,777.10        |                                                                        | \$70,126.40        |                                                                            | \$81,481.00         |
| Contractor Name and Address:          |                                               |        |     | S. M. Hentges & Sons, Inc.<br>650 Quaker Ave.<br>Jordan, MN 55352      |                    | R.L.Larson Excavating, Inc.<br>2255 12th Street SE<br>St. Cloud, MN 56304 |                    | S. R. Weidema, Inc.<br>17600 113th Ave. N.<br>Maple Grove, MN 55369    |                    | Geislinger & Sons<br>511 Central Ave. S.<br>Watkins, MN 55389              |                     |
| Phone:                                |                                               |        |     | (952) 492-9565                                                         |                    | (320) 654-0709                                                            |                    | (763) 428-9110                                                         |                    | (320) 764-2003                                                             |                     |
| Email:                                |                                               |        |     | <a href="mailto:estimating@smhentges.com">estimating@smhentges.com</a> |                    | <a href="mailto:estimating@rlarsoninc.com">estimating@rlarsoninc.com</a>  |                    | <a href="mailto:estimating@srweidema.com">estimating@srweidema.com</a> |                    | <a href="mailto:jeff@geislingerandsons.com">jeff@geislingerandsons.com</a> |                     |
| Signed By:                            |                                               |        |     | Jason Rykal                                                            |                    | Brent Hamak                                                               |                    | Scott Weidema                                                          |                    | Jeff Geislinger                                                            |                     |
| Title:                                |                                               |        |     | Senior Estimator                                                       |                    | Executive VP                                                              |                    | President                                                              |                    | President                                                                  |                     |
| Bid Security:                         |                                               |        |     | Bid Bond                                                               |                    | Bid Bond                                                                  |                    | Bid Bond                                                               |                    | Bid Bond                                                                   |                     |
| Responsible Contractor Certification: |                                               |        |     | Yes                                                                    |                    | Yes                                                                       |                    | Yes                                                                    |                    | Yes                                                                        |                     |
| Addenda Acknowledged:                 |                                               |        |     | 1, 2                                                                   |                    | 1, 2                                                                      |                    | 1, 2                                                                   |                    | 1, 2                                                                       |                     |





| BID TABULATION   |                                               |        |       | Bidder No. 5<br>Valley Paving, Inc. |              | Bidder No. 6<br>Northdale Construction Co. |              | Bidder No. 7<br>C. S. McCrossan Const., Inc. |              |
|------------------|-----------------------------------------------|--------|-------|-------------------------------------|--------------|--------------------------------------------|--------------|----------------------------------------------|--------------|
| Item Num         | Item                                          | Units  | Qty   | Unit Price                          | Total        | Unit Price                                 | Total        | Unit Price                                   | Total        |
| <b>BASE BID:</b> |                                               |        |       |                                     |              |                                            |              |                                              |              |
| 1                | MOBILIZATION                                  | LUMP   | 1     | \$206,000.00                        | \$206,000.00 | \$166,581.75                               | \$166,581.75 | \$370,000.00                                 | \$370,000.00 |
| 2                | PAVEMENT MARKING REMOVAL                      | LIN FT | 8119  | \$0.84                              | \$6,819.96   | \$0.84                                     | \$6,819.96   | \$0.90                                       | \$7,307.10   |
| 3                | SALVAGE SIGN                                  | EACH   | 4     | \$42.00                             | \$168.00     | \$42.00                                    | \$168.00     | \$27.70                                      | \$110.80     |
| 4                | REMOVE SIGN                                   | EACH   | 3     | \$42.00                             | \$126.00     | \$42.00                                    | \$126.00     | \$27.70                                      | \$83.10      |
| 5                | REMOVE CATCH BASIN                            | EACH   | 1     | \$425.57                            | \$425.57     | \$800.00                                   | \$800.00     | \$832.00                                     | \$832.00     |
| 6                | REMOVE SEPTIC TANK                            | LUMP   | 1     | \$3,848.25                          | \$3,848.25   | \$6,000.00                                 | \$6,000.00   | \$43,500.00                                  | \$43,500.00  |
| 7                | REMOVE CURB AND GUTTER                        | LIN FT | 30    | \$19.00                             | \$570.00     | \$4.20                                     | \$126.00     | \$10.90                                      | \$327.00     |
| 8                | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)       | LIN FT | 2618  | \$2.00                              | \$5,236.00   | \$1.89                                     | \$4,948.02   | \$3.90                                       | \$10,210.20  |
| 9                | REMOVE CULVERT                                | LIN FT | 236   | \$13.00                             | \$3,068.00   | \$10.00                                    | \$2,360.00   | \$20.90                                      | \$4,932.40   |
| 10               | REMOVE BITUMINOUS DRIVEWAY PAVEMENT           | SQ YD  | 30    | \$12.00                             | \$360.00     | \$15.23                                    | \$456.90     | \$11.80                                      | \$354.00     |
| 11               | REMOVE BITUMINOUS PAVEMENT                    | SQ YD  | 2770  | \$8.50                              | \$23,545.00  | \$5.25                                     | \$14,542.50  | \$4.80                                       | \$13,296.00  |
| 12               | MILL BITUMINOUS PAVEMENT 2" DEPTH             | SQ YD  | 560   | \$10.00                             | \$5,600.00   | \$27.78                                    | \$15,556.80  | \$11.00                                      | \$6,160.00   |
| 13               | REMOVE GRAVEL SURFACING                       | SQ YD  | 829   | \$7.00                              | \$5,803.00   | \$7.35                                     | \$6,093.15   | \$3.05                                       | \$2,528.45   |
| 14               | REMOVE TREE                                   | EACH   | 90    | \$310.00                            | \$27,900.00  | \$315.00                                   | \$28,350.00  | \$222.00                                     | \$19,980.00  |
| 15               | STRIP, STOCKPILE, AND RESPREAD TOPSOIL        | LUMP   | 1     | \$45,000.00                         | \$45,000.00  | \$122,850.00                               | \$122,850.00 | \$43,500.00                                  | \$43,500.00  |
| 16               | GRANULAR BORROW                               | TON    | 170   | \$32.00                             | \$5,440.00   | \$15.33                                    | \$2,606.10   | \$27.20                                      | \$4,624.00   |
| 17               | COMMON TOPSOIL BORROW SPECIAL                 | CU YD  | 900   | \$31.43                             | \$28,287.00  | \$5.78                                     | \$5,202.00   | \$46.90                                      | \$42,210.00  |
| 18               | SELECT GRANULAR BORROW MOD 5%                 | TON    | 8280  | \$17.00                             | \$140,760.00 | \$15.33                                    | \$126,932.40 | \$21.40                                      | \$177,192.00 |
| 19               | STABILIZING AGGREGATE, 3" MINUS               | TON    | 854   | \$39.00                             | \$33,306.00  | \$23.73                                    | \$20,265.42  | \$50.60                                      | \$43,212.40  |
| 20               | EXCAVATION - COMMON                           | CU YD  | 7925  | \$11.40                             | \$90,345.00  | \$6.83                                     | \$54,127.75  | \$14.70                                      | \$116,497.50 |
| 21               | COMMON EMBANKMENT                             | CU YD  | 4265  | \$7.00                              | \$29,855.00  | \$4.94                                     | \$21,069.10  | \$7.85                                       | \$33,480.25  |
| 22               | HAUL & DISPOSE OF EXCAVATED MATERIAL          | CU YD  | 3660  | \$16.00                             | \$58,560.00  | \$15.49                                    | \$56,693.40  | \$18.60                                      | \$68,076.00  |
| 23               | GEOTEXTILE FABRIC TYPE 5                      | SQ YD  | 18255 | \$2.00                              | \$36,510.00  | \$1.63                                     | \$29,755.65  | \$3.25                                       | \$59,328.75  |
| 24               | SOIL STABILIZATION GEOGRID                    | SQ YD  | 1050  | \$50.00                             | \$52,500.00  | \$42.00                                    | \$44,100.00  | \$50.00                                      | \$52,500.00  |
| 25               | AGGREGATE SURFACING CLASS 2                   | TON    | 160   | \$65.00                             | \$10,400.00  | \$59.85                                    | \$9,576.00   | \$41.00                                      | \$6,560.00   |
| 26               | STREET SWEEPER (WITH PICKUP BROOM)            | HOUR   | 65    | \$190.00                            | \$12,350.00  | \$157.50                                   | \$10,237.50  | \$166.00                                     | \$10,790.00  |
| 27               | WATER                                         | MGAL   | 65    | \$55.00                             | \$3,575.00   | \$52.50                                    | \$3,412.50   | \$48.40                                      | \$3,146.00   |
| 28               | AGGREGATE BASE CLASS 5                        | TON    | 9320  | \$28.00                             | \$260,960.00 | \$27.62                                    | \$257,418.40 | \$25.40                                      | \$236,728.00 |
| 29               | BITUMINOUS MATERIAL FOR TACK COAT             | GAL    | 1760  | \$2.50                              | \$4,400.00   | \$3.68                                     | \$6,476.80   | \$3.50                                       | \$6,160.00   |
| 30               | TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) | TON    | 3625  | \$107.00                            | \$387,875.00 | \$89.72                                    | \$325,235.00 | \$88.00                                      | \$319,000.00 |
| 31               | TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)     | TON    | 1055  | \$114.00                            | \$120,270.00 | \$97.97                                    | \$103,358.35 | \$95.90                                      | \$101,174.50 |
| 32               | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)      | TON    | 1045  | \$110.00                            | \$114,950.00 | \$94.24                                    | \$98,480.80  | \$92.50                                      | \$96,662.50  |
| 33               | 24" RC FLARED END SECTION W/ TRASH GUARD      | EACH   | 2     | \$4,815.00                          | \$9,630.00   | \$3,207.88                                 | \$6,415.76   | \$3,510.00                                   | \$7,020.00   |
| 34               | 30" RC FLARED END SECTION                     | EACH   | 1     | \$2,465.00                          | \$2,465.00   | \$2,188.80                                 | \$2,188.80   | \$2,400.00                                   | \$2,400.00   |
| 35               | 42" RC FLARED END SECTION                     | EACH   | 1     | \$3,688.00                          | \$3,688.00   | \$3,535.80                                 | \$3,535.80   | \$3,580.00                                   | \$3,580.00   |
| 36               | SUBGRADE EXCAVATION                           | CU YD  | 427   | \$35.45                             | \$15,137.15  | \$20.58                                    | \$8,787.66   | \$21.30                                      | \$9,095.10   |
| 37               | 18" RC FLARED END SECTION W/TRASH GUARD       | EACH   | 1     | \$2,800.00                          | \$2,800.00   | \$2,432.80                                 | \$2,432.80   | \$2,560.00                                   | \$2,560.00   |

| BID TABULATION |                                                       |          |      | Bidder No. 5<br>Valley Paving, Inc. |              | Bidder No. 6<br>Northdale Construction Co. |              | Bidder No. 7<br>C. S. McCrossan Const., Inc. |              |
|----------------|-------------------------------------------------------|----------|------|-------------------------------------|--------------|--------------------------------------------|--------------|----------------------------------------------|--------------|
| Item Num       | Item                                                  | Units    | Qty  | Unit Price                          | Total        | Unit Price                                 | Total        | Unit Price                                   | Total        |
| 38             | 4" PVC DRAINTILE CLEANOUT                             | EACH     | 14   | \$475.00                            | \$6,650.00   | \$378.00                                   | \$5,292.00   | \$523.00                                     | \$7,322.00   |
| 39             | 6" PVC DRAINTILE CLEANOUT                             | EACH     | 4    | \$555.00                            | \$2,220.00   | \$638.40                                   | \$2,553.60   | \$674.00                                     | \$2,696.00   |
| 40             | 8" PVC PIPE DRAIN CLEANOUT                            | EACH     | 1    | \$962.00                            | \$962.00     | \$1,012.20                                 | \$1,012.20   | \$1,130.00                                   | \$1,130.00   |
| 41             | 4" PVC DRAINTILE PIPE SCH 40                          | LIN FT   | 5016 | \$20.00                             | \$100,320.00 | \$23.84                                    | \$119,581.44 | \$13.40                                      | \$67,214.40  |
| 42             | 6" PVC DRAINTILE PIPE SCH 40                          | LIN FT   | 322  | \$48.80                             | \$15,713.60  | \$53.97                                    | \$17,378.34  | \$28.70                                      | \$9,241.40   |
| 43             | 12" PVC SANITARY SEWER PIPE SDR 35                    | LIN FT   | 438  | \$85.15                             | \$37,295.70  | \$157.06                                   | \$68,792.28  | \$180.00                                     | \$78,840.00  |
| 44             | 12" PVC SANITARY SEWER PIPE SDR 26                    | LIN FT   | 625  | \$137.00                            | \$85,625.00  | \$165.79                                   | \$103,618.75 | \$220.00                                     | \$137,500.00 |
| 45             | 12" PVC SANITARY SEWER PIPE C-900 DR 18               | LIN FT   | 606  | \$145.00                            | \$87,870.00  | \$183.69                                   | \$111,316.14 | \$337.00                                     | \$204,222.00 |
| 46             | 16" PVC SANITARY SEWER PIPE C-900 DR 18               | LIN FT   | 279  | \$163.00                            | \$45,477.00  | \$285.78                                   | \$79,732.62  | \$419.00                                     | \$116,901.00 |
| 47             | 15" PVC SANITARY SEWER PIPE SDR 26                    | LIN FT   | 279  | \$120.00                            | \$33,480.00  | \$291.18                                   | \$81,239.22  | \$326.00                                     | \$90,954.00  |
| 48             | 8" PVC SANITARY SEWER PIPE SDR 26                     | LIN FT   | 251  | \$71.40                             | \$17,921.40  | \$78.60                                    | \$19,728.60  | \$199.00                                     | \$49,949.00  |
| 49             | 10" PVC SANITARY SEWER PIPE SDR 26                    | LIN FT   | 43   | \$123.00                            | \$5,289.00   | \$130.91                                   | \$5,629.13   | \$382.00                                     | \$16,426.00  |
| 50             | 12" RC PIPE SEWER                                     | LIN FT   | 144  | \$51.00                             | \$7,344.00   | \$78.89                                    | \$11,360.16  | \$88.40                                      | \$12,729.60  |
| 51             | 15" RC PIPE SEWER                                     | LIN FT   | 638  | \$58.90                             | \$37,578.20  | \$87.77                                    | \$55,997.26  | \$94.20                                      | \$60,099.60  |
| 52             | 18" RC PIPE SEWER                                     | LIN FT   | 254  | \$65.00                             | \$16,510.00  | \$92.93                                    | \$23,604.22  | \$105.00                                     | \$26,670.00  |
| 53             | 24" RC PIPE SEWER                                     | LIN FT   | 219  | \$88.00                             | \$19,272.00  | \$127.72                                   | \$27,970.68  | \$131.00                                     | \$28,689.00  |
| 54             | 27" RC PIPE SEWER                                     | LIN FT   | 272  | \$113.00                            | \$30,736.00  | \$141.33                                   | \$38,441.76  | \$155.00                                     | \$42,160.00  |
| 55             | 30" RC PIPE SEWER                                     | LIN FT   | 1025 | \$134.50                            | \$137,862.50 | \$176.96                                   | \$181,384.00 | \$230.00                                     | \$235,750.00 |
| 56             | 42" RC PIPE SEWER                                     | LIN FT   | 88   | \$241.30                            | \$21,234.40  | \$287.21                                   | \$25,274.48  | \$305.00                                     | \$26,840.00  |
| 57             | 12" PIPE PLUG                                         | EACH     | 1    | \$1,238.00                          | \$1,238.00   | \$736.12                                   | \$736.12     | \$908.00                                     | \$908.00     |
| 58             | 10" PIPE PLUG                                         | EACH     | 1    | \$861.00                            | \$861.00     | \$425.42                                   | \$425.42     | \$543.00                                     | \$543.00     |
| 59             | 15" HDPE FLARED END SECTION W/ TRASH GUARD            | EACH     | 1    | \$995.00                            | \$995.00     | \$580.67                                   | \$580.67     | \$1,440.00                                   | \$1,440.00   |
| 60             | CONNECT TO EXISTING STORM SEWER                       | EACH     | 2    | \$710.00                            | \$1,420.00   | \$3,000.00                                 | \$6,000.00   | \$909.00                                     | \$1,818.00   |
| 61             | CONNECT TO EXISTING SANITARY SEWER SERVICE            | EACH     | 1    | \$1,590.00                          | \$1,590.00   | \$3,023.46                                 | \$3,023.46   | \$909.00                                     | \$909.00     |
| 62             | CONNECT TO EXISTING SANITARY SEWER                    | EACH     | 1    | \$91,000.00                         | \$91,000.00  | \$2,061.02                                 | \$2,061.02   | \$3,820.00                                   | \$3,820.00   |
| 63             | 4" DIAMETER SANITARY SEWER MANHOLE                    | EACH     | 11   | \$10,265.00                         | \$112,915.00 | \$10,959.42                                | \$120,553.62 | \$11,000.00                                  | \$121,000.00 |
| 64             | 15" HDPE PIPE SEWER                                   | LIN FT   | 62   | \$51.00                             | \$3,162.00   | \$81.64                                    | \$5,061.68   | \$74.10                                      | \$4,594.20   |
| 65             | 30" STEEL CASING PIPE (JACKED)                        | LIN FT   | 100  | \$1,810.00                          | \$181,000.00 | \$1,217.98                                 | \$121,798.00 | \$1,950.00                                   | \$195,000.00 |
| 66             | IRRIGATION SYSTEM                                     | LUMP SUM | 1    | \$219,650.00                        | \$219,650.00 | \$335,055.00                               | \$335,055.00 | \$361,000.00                                 | \$361,000.00 |
| 67             | 16" BUTTERFLY VALVE AND BOX                           | EACH     | 2    | \$7,985.00                          | \$15,970.00  | \$7,102.26                                 | \$14,204.52  | \$6,490.00                                   | \$12,980.00  |
| 68             | 12" BUTTERFLY VALVE AND BOX                           | EACH     | 2    | \$5,053.00                          | \$10,106.00  | \$4,584.25                                 | \$9,168.50   | \$3,980.00                                   | \$7,960.00   |
| 69             | 6" GATE VALVE AND BOX                                 | EACH     | 5    | \$3,138.00                          | \$15,690.00  | \$2,692.79                                 | \$13,463.95  | \$2,930.00                                   | \$14,650.00  |
| 70             | 8" GATE VALVE AND BOX                                 | EACH     | 3    | \$4,125.00                          | \$12,375.00  | \$3,505.23                                 | \$10,515.69  | \$3,740.00                                   | \$11,220.00  |
| 71             | CONNECT TO EXISTING WATERMAIN                         | EACH     | 2    | \$3,614.00                          | \$7,228.00   | \$4,332.01                                 | \$8,664.02   | \$2,120.00                                   | \$4,240.00   |
| 72             | HYDRANT                                               | EACH     | 5    | \$8,590.00                          | \$42,950.00  | \$6,153.00                                 | \$30,765.00  | \$8,750.00                                   | \$43,750.00  |
| 73             | WATERMAIN OFFSET                                      | EACH     | 1    | \$3,031.00                          | \$3,031.00   | \$4,290.00                                 | \$4,290.00   | \$3,220.00                                   | \$3,220.00   |
| 74             | 2" SADDLE                                             | EACH     | 1    | \$365.00                            | \$365.00     | \$435.06                                   | \$435.06     | \$826.00                                     | \$826.00     |
| 75             | 2" CURB STOP AND BOX                                  | EACH     | 1    | \$2,020.00                          | \$2,020.00   | \$1,124.15                                 | \$1,124.15   | \$1,350.00                                   | \$1,350.00   |
| 76             | 2" CORPORATION STOP                                   | EACH     | 1    | \$1,080.00                          | \$1,080.00   | \$511.51                                   | \$511.51     | \$1,070.00                                   | \$1,070.00   |
| 77             | 2" TYPE K COPPER PIPE                                 | LIN FT   | 63   | \$65.00                             | \$4,095.00   | \$92.47                                    | \$5,825.61   | \$107.00                                     | \$6,741.00   |
| 78             | 12" PVC C-900 DR-18 WATERMAIN OPEN CUT                | LIN FT   | 804  | \$91.50                             | \$73,566.00  | \$96.04                                    | \$77,216.16  | \$110.00                                     | \$88,440.00  |
| 79             | 16" PVC C-900 DR-18 WATERMAIN OPEN CUT                | LIN FT   | 2071 | \$191.00                            | \$395,561.00 | \$124.53                                   | \$257,901.63 | \$147.00                                     | \$304,437.00 |
| 80             | 16" PVC C-900 DR-18 WATERMAIN TRENCHLESS INSTALLATION | LIN FT   | 565  | \$247.00                            | \$139,555.00 | \$222.19                                   | \$125,537.35 | \$262.00                                     | \$148,030.00 |
| 81             | 6" DIP CL 52 WATERMAIN                                | LIN FT   | 114  | \$61.25                             | \$6,982.50   | \$78.36                                    | \$8,933.04   | \$68.50                                      | \$7,809.00   |
| 82             | 8" PVC C-900 DR-18 WATERMAIN OPEN CUT                 | LIN FT   | 1575 | \$50.00                             | \$78,750.00  | \$65.87                                    | \$103,745.25 | \$80.80                                      | \$127,260.00 |

| BID TABULATION |                                                      |          |       | Bidder No. 5<br>Valley Paving, Inc. |              | Bidder No. 6<br>Northdale Construction Co. |              | Bidder No. 7<br>C. S. McCrossan Const., Inc. |              |
|----------------|------------------------------------------------------|----------|-------|-------------------------------------|--------------|--------------------------------------------|--------------|----------------------------------------------|--------------|
| Item Num       | Item                                                 | Units    | Qty   | Unit Price                          | Total        | Unit Price                                 | Total        | Unit Price                                   | Total        |
| 83             | 8" PVC C-900 DR-18 WATERMAIN TRENCHLESS INSTALLATION | LIN FT   | 100   | \$152.00                            | \$15,200.00  | \$211.21                                   | \$21,121.00  | \$274.00                                     | \$27,400.00  |
| 84             | HYDRANT RISER                                        | LIN FT   | 10    | \$1,130.00                          | \$11,300.00  | \$1,360.75                                 | \$13,607.50  | \$1,200.00                                   | \$12,000.00  |
| 85             | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 27"      | EACH     | 1     | \$1,839.00                          | \$1,839.00   | \$2,757.63                                 | \$2,757.63   | \$3,410.00                                   | \$3,410.00   |
| 86             | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 48"      | EACH     | 14    | \$3,810.00                          | \$53,340.00  | \$3,848.66                                 | \$53,881.24  | \$5,590.00                                   | \$78,260.00  |
| 87             | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 60"      | EACH     | 5     | \$9,985.00                          | \$49,925.00  | \$11,197.94                                | \$55,989.70  | \$10,500.00                                  | \$52,500.00  |
| 88             | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 72"      | EACH     | 3     | \$16,000.00                         | \$48,000.00  | \$17,798.90                                | \$53,396.70  | \$17,000.00                                  | \$51,000.00  |
| 89             | DUCTILE IRON FITTINGS                                | POUND    | 4078  | \$18.70                             | \$76,258.60  | \$16.71                                    | \$68,143.38  | \$17.80                                      | \$72,588.40  |
| 90             | RANDOM RIP RAP CLASS III (GRANITE)                   | CU YD    | 61    | \$140.60                            | \$8,576.60   | \$150.00                                   | \$9,150.00   | \$158.00                                     | \$9,638.00   |
| 91             | BOULDER WALL                                         | LIN FT   | 290   | \$139.30                            | \$40,397.00  | \$157.50                                   | \$45,675.00  | \$153.00                                     | \$44,370.00  |
| 92             | 4" CONCRETE WALK                                     | SQ FT    | 2659  | \$14.40                             | \$38,289.60  | \$8.72                                     | \$23,186.48  | \$16.00                                      | \$42,544.00  |
| 93             | 6" CONCRETE WALK                                     | SQ FT    | 26382 | \$9.20                              | \$242,714.40 | \$11.87                                    | \$313,154.34 | \$10.60                                      | \$279,649.20 |
| 94             | CONCRETE CURB & GUTTER DESIGN B418                   | LIN FT   | 368   | \$24.55                             | \$9,034.40   | \$47.25                                    | \$17,388.00  | \$25.60                                      | \$9,420.80   |
| 95             | CONCRETE CURB & GUTTER DESIGN B612                   | LIN FT   | 2459  | \$19.40                             | \$47,704.60  | \$19.95                                    | \$49,057.05  | \$20.10                                      | \$49,425.90  |
| 96             | CONCRETE CURB & GUTTER DESIGN B618                   | LIN FT   | 4762  | \$21.03                             | \$100,144.86 | \$26.25                                    | \$125,002.50 | \$21.80                                      | \$103,811.60 |
| 97             | CONCRETE CURB DESIGN SPECIAL                         | LIN FT   | 746   | \$72.53                             | \$54,107.38  | \$99.75                                    | \$74,413.50  | \$77.00                                      | \$57,442.00  |
| 98             | 8" CONCRETE DRIVEWAY PAVEMENT                        | SQ YD    | 225   | \$165.22                            | \$37,174.50  | \$179.00                                   | \$40,275.00  | \$187.00                                     | \$42,075.00  |
| 99             | TRUNCATED DOMES                                      | SQ FT    | 194   | \$55.65                             | \$10,796.10  | \$159.92                                   | \$31,024.48  | \$59.60                                      | \$11,562.40  |
| 100            | BENCH                                                | EACH     | 17    | \$4,305.00                          | \$73,185.00  | \$5,343.45                                 | \$90,838.65  | \$6,260.00                                   | \$106,420.00 |
| 101            | BICYCLE RACK                                         | EACH     | 13    | \$1,050.00                          | \$13,650.00  | \$795.90                                   | \$10,346.70  | \$443.00                                     | \$5,759.00   |
| 102            | WASTE RECEPTACLE                                     | EACH     | 13    | \$2,371.04                          | \$30,823.52  | \$3,121.65                                 | \$40,581.45  | \$3,240.00                                   | \$42,120.00  |
| 103            | LANDSCAPE EDGER                                      | LIN FT   | 144   | \$20.36                             | \$2,931.84   | \$17.33                                    | \$2,495.52   | \$9.15                                       | \$1,317.60   |
| 104            | LIGHTING UNIT TYPE SPECIAL                           | EACH     | 54    | \$8,338.68                          | \$450,288.72 | \$8,238.62                                 | \$444,885.48 | \$8,820.00                                   | \$476,280.00 |
| 105            | ELECTRIC SERVICE                                     | LUMP SUM | 1     | \$116,902.93                        | \$116,902.93 | \$115,500.00                               | \$115,500.00 | \$124,000.00                                 | \$124,000.00 |
| 106            | TYPE III BARRICADES                                  | EACH     | 1     | \$630.00                            | \$630.00     | \$63.00                                    | \$63.00      | \$499.00                                     | \$499.00     |
| 107            | SIGN PANELS TYPE SPECIAL                             | EACH     | 6     | \$110.25                            | \$661.50     | \$110.25                                   | \$661.50     | \$111.00                                     | \$666.00     |
| 108            | TRAFFIC CONTROL                                      | LUMP SUM | 1     | \$68,928.27                         | \$68,928.27  | \$9,975.00                                 | \$9,975.00   | \$10,500.00                                  | \$10,500.00  |
| 109            | SIGN PANELS TYPE C                                   | SQ FT    | 59.25 | \$67.20                             | \$3,981.60   | \$67.20                                    | \$3,981.60   | \$183.00                                     | \$10,842.75  |
| 110            | INSTALL SIGN                                         | EACH     | 4     | \$262.50                            | \$1,050.00   | \$262.50                                   | \$1,050.00   | \$609.00                                     | \$2,436.00   |
| 111            | DELINEATOR/MARKER                                    | EACH     | 16    | \$262.50                            | \$4,200.00   | \$262.50                                   | \$4,200.00   | \$222.00                                     | \$3,552.00   |
| 112            | DECIDUOUS SHRUB NO 5 CONT                            | EACH     | 254   | \$68.57                             | \$17,416.78  | \$102.90                                   | \$26,136.60  | \$137.00                                     | \$34,798.00  |
| 113            | DECIDUOUS TREE 2.5" CAL B&B                          | EACH     | 94    | \$530.36                            | \$49,853.84  | \$904.05                                   | \$84,980.70  | \$777.00                                     | \$73,038.00  |
| 114            | PERENNIAL NO 1 CONT                                  | EACH     | 1974  | \$25.71                             | \$50,751.54  | \$40.43                                    | \$79,808.82  | \$35.40                                      | \$69,879.60  |
| 115            | FLARED END PROTECTION                                | EACH     | 4     | \$113.00                            | \$452.00     | \$210.00                                   | \$840.00     | \$233.00                                     | \$932.00     |
| 116            | STABILIZED CONSTRUCTION EXIT                         | EACH     | 2     | \$1,664.36                          | \$3,328.72   | \$6,300.00                                 | \$12,600.00  | \$2,740.00                                   | \$5,480.00   |
| 117            | SEDIMENT CONTROL LOG TYPE STRAW                      | LIN FT   | 951   | \$2.63                              | \$2,501.13   | \$2.47                                     | \$2,348.97   | \$3.40                                       | \$3,233.40   |
| 118            | SILT FENCE, TYPE MS                                  | LIN FT   | 6245  | \$2.30                              | \$14,363.50  | \$1.94                                     | \$12,115.30  | \$2.55                                       | \$15,924.75  |
| 119            | STORM DRAIN INLET PROTECTION                         | EACH     | 21    | \$187.50                            | \$3,937.50   | \$210.00                                   | \$4,410.00   | \$180.00                                     | \$3,780.00   |
| 120            | COMMON TOPSOIL BORROW                                | CU YD    | 2803  | \$36.43                             | \$102,113.29 | \$25.20                                    | \$70,635.60  | \$26.90                                      | \$75,400.70  |
| 121            | LOAM TOPSOIL BORROW                                  | CU YD    | 698   | \$41.79                             | \$29,169.42  | \$28.35                                    | \$19,788.30  | \$35.90                                      | \$25,058.20  |
| 122            | ROLLED EROSION PREVENTION CATEGORY 20                | SQ YD    | 7143  | \$1.66                              | \$11,857.38  | \$1.55                                     | \$11,071.65  | \$1.80                                       | \$12,857.40  |
| 123            | SODDING TYPE SALT TOLERANT                           | SQ YD    | 3320  | \$15.54                             | \$51,592.80  | \$7.61                                     | \$25,265.20  | \$11.10                                      | \$36,852.00  |

| BID TABULATION               |                                                       |        |       | Bidder No. 5<br>Valley Paving, Inc. |                       | Bidder No. 6<br>Northdale Construction Co. |                       | Bidder No. 7<br>C. S. McCrossan Const., Inc. |                       |
|------------------------------|-------------------------------------------------------|--------|-------|-------------------------------------|-----------------------|--------------------------------------------|-----------------------|----------------------------------------------|-----------------------|
| Item Num                     | Item                                                  | Units  | Qty   | Unit Price                          | Total                 | Unit Price                                 | Total                 | Unit Price                                   | Total                 |
| 124                          | SEEDING                                               | ACRE   | 5     | \$1,285.71                          | \$6,428.55            | \$525.00                                   | \$2,625.00            | \$778.00                                     | \$3,890.00            |
| 125                          | HYDRAULIC STABILIZED FIBER MATRIX                     | POUND  | 17061 | \$1.45                              | \$24,738.45           | \$1.64                                     | \$27,980.04           | \$1.10                                       | \$18,767.10           |
| 126                          | SEED MIXTURE 25-131                                   | POUND  | 55    | \$6.43                              | \$353.65              | \$6.30                                     | \$346.50              | \$11.40                                      | \$627.00              |
| 127                          | SEED MIXTURE 25-151                                   | POUND  | 1010  | \$7.50                              | \$7,575.00            | \$4.46                                     | \$4,504.60            | \$4.90                                       | \$4,949.00            |
| 128                          | SEED MIXTURE 34-171                                   | POUND  | 10    | \$30.00                             | \$300.00              | \$91.88                                    | \$918.80              | \$123.00                                     | \$1,230.00            |
| 129                          | 24" SOLID LINE MULTI-COMPONENT GROUND IN              | LIN FT | 322   | \$16.83                             | \$5,419.26            | \$15.49                                    | \$4,987.78            | \$18.00                                      | \$5,796.00            |
| 130                          | 24" SOLID LINE MULTI-COMPONENT GROUND IN              | LIN FT | 378   | \$16.83                             | \$6,361.74            | \$15.49                                    | \$5,855.22            | \$18.00                                      | \$6,804.00            |
| 131                          | 4" DOTTED LINE MULTI-COMPONENT GROUND IN              | LIN FT | 935   | \$0.69                              | \$645.15              | \$1.26                                     | \$1,178.10            | \$0.74                                       | \$691.90              |
| 132                          | 4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN        | LIN FT | 5662  | \$1.39                              | \$7,870.18            | \$2.52                                     | \$14,268.24           | \$1.50                                       | \$8,493.00            |
| 133                          | 4" SOLID LINE MULTI-COMPONENT GROUND IN               | LIN FT | 2723  | \$0.69                              | \$1,878.87            | \$1.26                                     | \$3,430.98            | \$0.74                                       | \$2,015.02            |
| 134                          | 4" SOLID LINE MULTI-COMPONENT GROUND IN               | LIN FT | 1359  | \$0.69                              | \$937.71              | \$1.26                                     | \$1,712.34            | \$0.74                                       | \$1,005.66            |
| 135                          | 6" SOLID LINE MULTI-COMPONENT GROUND IN               | LIN FT | 3960  | \$1.06                              | \$4,197.60            | \$1.47                                     | \$5,821.20            | \$1.15                                       | \$4,554.00            |
| 136                          | CROSSWALK PREFORM THERMOPLASTIC GROUND IN             | SQ FT  | 325   | \$15.13                             | \$4,917.25            | \$29.40                                    | \$9,555.00            | \$16.20                                      | \$5,265.00            |
| 137                          | PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN      | SQ FT  | 78    | \$31.08                             | \$2,424.24            | \$36.75                                    | \$2,866.50            | \$33.30                                      | \$2,597.40            |
| 138                          | PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN      | SQ FT  | 78    | \$31.08                             | \$2,424.24            | \$36.75                                    | \$2,866.50            | \$33.30                                      | \$2,597.40            |
| <b>TOTAL BASE BID</b>        |                                                       |        |       |                                     | <b>\$5,916,894.44</b> |                                            | <b>\$5,982,310.72</b> |                                              | <b>\$6,773,473.43</b> |
| <b>ALTERNATE NO. 1</b>       |                                                       |        |       |                                     |                       |                                            |                       |                                              |                       |
| 139                          | REMOVE TREE                                           | EACH   | 1     | \$1,575.00                          | \$1,575.00            | \$1,050.00                                 | \$1,050.00            | \$277.00                                     | \$277.00              |
| 140                          | 16" BUTTERFLY VALVE AND BOX                           | EACH   | 1     | \$8,519.21                          | \$8,519.21            | \$6,949.07                                 | \$6,949.07            | \$6,490.00                                   | \$6,490.00            |
| 141                          | 6" GATE VALVE AND BOX                                 | EACH   | 1     | \$3,161.27                          | \$3,161.27            | \$2,539.60                                 | \$2,539.60            | \$2,930.00                                   | \$2,930.00            |
| 142                          | 2" SADDLE                                             | EACH   | 1     | \$365.19                            | \$365.19              | \$406.99                                   | \$406.99              | \$826.00                                     | \$826.00              |
| 143                          | 2" CURB STOP AND BOX                                  | EACH   | 1     | \$2,020.31                          | \$2,020.31            | \$1,752.55                                 | \$1,752.55            | \$1,350.00                                   | \$1,350.00            |
| 144                          | 2" CORPORATION STOP                                   | EACH   | 1     | \$1,080.35                          | \$1,080.35            | \$825.71                                   | \$825.71              | \$1,070.00                                   | \$1,070.00            |
| 145                          | 16" PVC C-900 DR-18 WATERMAIN OPEN CUT                | LIN FT | 7     | \$601.44                            | \$4,210.08            | \$138.25                                   | \$967.75              | \$859.00                                     | \$6,013.00            |
| 146                          | 16" PVC C-900 DR-18 WATERMAIN TRENCHLESS INSTALLATION | LIN FT | 650   | \$233.84                            | \$151,996.00          | \$218.41                                   | \$141,966.50          | \$252.00                                     | \$163,800.00          |
| 147                          | 6" DIP CL 52 WATERMAIN                                | LIN FT | 10    | \$61.22                             | \$612.20              | \$86.36                                    | \$863.60              | \$304.00                                     | \$3,040.00            |
| 148                          | 2" TYPE PE PIPE                                       | LIN FT | 280   | \$79.49                             | \$22,257.20           | \$34.84                                    | \$9,755.20            | \$170.00                                     | \$47,600.00           |
| 149                          | DUCTILE IRON FITTINGS                                 | POUND  | 378   | \$19.64                             | \$7,423.92            | \$21.90                                    | \$8,278.20            | \$19.00                                      | \$7,182.00            |
| 150                          | SEDIMENT CONTROL LOG TYPE STRAW                       | LIN FT | 97    | \$2.63                              | \$255.11              | \$2.63                                     | \$255.11              | \$3.40                                       | \$329.80              |
| 151                          | SEEDING                                               | ACRE   | 0.1   | \$9,642.90                          | \$964.29              | \$525.00                                   | \$52.50               | \$3,640.00                                   | \$364.00              |
| 152                          | HYDRAULIC STABILIZED FIBER MATRIX                     | POUND  | 260   | \$2.79                              | \$725.40              | \$1.64                                     | \$426.40              | \$1.10                                       | \$286.00              |
| 153                          | SEED MIXTURE 25-151                                   | POUND  | 17    | \$7.50                              | \$127.50              | \$4.46                                     | \$75.82               | \$12.30                                      | \$209.10              |
| <b>TOTAL ALTERNATE NO. 1</b> |                                                       |        |       |                                     | <b>\$205,293.03</b>   |                                            | <b>\$176,165.00</b>   |                                              | <b>\$241,766.90</b>   |
| <b>ALTERNATE NO. 2</b>       |                                                       |        |       |                                     |                       |                                            |                       |                                              |                       |
| 154                          | 4" CONCRETE WALK                                      | SQ FT  | 1130  | \$34.60                             | \$39,098.00           | \$8.72                                     | \$9,853.60            | \$38.00                                      | \$42,940.00           |
| 155                          | TREE GRATE AND FRAMES                                 | EACH   | 57    | \$3,256.72                          | \$185,633.04          | \$3,051.25                                 | \$173,921.25          | \$3,040.00                                   | \$173,280.00          |
| 156                          | SODDING TYPE SALT TOLERANT                            | SQ YD  | -232  | \$15.54                             | -\$3,605.28           | \$7.61                                     | -\$1,765.52           | \$11.00                                      | -\$2,552.00           |
| <b>TOTAL ALTERNATE NO. 2</b> |                                                       |        |       |                                     | <b>\$221,125.76</b>   |                                            | <b>\$182,009.33</b>   |                                              | <b>\$213,668.00</b>   |

| BID TABULATION                        |                                               |        |     | Bidder No. 5<br>Valley Paving, Inc.                                |                    | Bidder No. 6<br>Northdale Construction Co.                                 |                     | Bidder No. 7<br>C. S. McCrossan Const., Inc.                                    |                     |
|---------------------------------------|-----------------------------------------------|--------|-----|--------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------|---------------------|
| Item Num                              | Item                                          | Units  | Qty | Unit Price                                                         | Total              | Unit Price                                                                 | Total               | Unit Price                                                                      | Total               |
| <b>ALTERNATE NO. 3</b>                |                                               |        |     |                                                                    |                    |                                                                            |                     |                                                                                 |                     |
| 157                                   | DECIDUOUS TREE 2.5" CAL B&B                   | EACH   | -94 | \$530.36                                                           | -\$49,853.84       | \$904.05                                                                   | -\$84,980.70        | \$774.00                                                                        | -\$72,756.00        |
| 158                                   | DECIDUOUS TREE 2.5" CAL B&B                   | EACH   | 94  | \$530.36                                                           | \$49,853.84        | \$942.90                                                                   | \$88,632.60         | \$777.00                                                                        | \$73,038.00         |
| <b>TOTAL ALTERNATE NO. 3</b>          |                                               |        |     |                                                                    | <b>\$0.00</b>      |                                                                            | <b>\$3,651.90</b>   |                                                                                 | <b>\$282.00</b>     |
| <b>ALTERNATE NO. 4</b>                |                                               |        |     |                                                                    |                    |                                                                            |                     |                                                                                 |                     |
| 159                                   | IRRIGATION SYSTEM                             | LS     | 1   | \$5,785.71                                                         | \$5,785.71         | \$37,622.55                                                                | \$37,622.55         | \$40,500.00                                                                     | \$40,500.00         |
| 160                                   | LIGHTING UNIT TYPE SPECIAL                    | EACH   | -54 | \$8,338.68                                                         | -\$450,288.72      | \$8,238.62                                                                 | -\$444,885.48       | \$8,790.00                                                                      | -\$474,660.00       |
| 161                                   | LIGHTING UNIT TYPE SPECIAL                    | EACH   | 54  | \$9,539.20                                                         | \$515,116.80       | \$9,424.73                                                                 | \$508,935.42        | \$10,000.00                                                                     | \$540,000.00        |
| <b>TOTAL ALTERNATE NO. 4</b>          |                                               |        |     |                                                                    | <b>\$70,613.79</b> |                                                                            | <b>\$101,672.49</b> |                                                                                 | <b>\$105,840.00</b> |
| <b>ALTERNATE NO. 5</b>                |                                               |        |     |                                                                    |                    |                                                                            |                     |                                                                                 |                     |
| 162                                   | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)       | LIN FT | 20  | \$1.81                                                             | \$36.20            | \$1.89                                                                     | \$37.80             | \$4.45                                                                          | \$89.00             |
| 163                                   | REMOVE BITUMINOUS PAVEMENT                    | SQ YD  | 43  | \$19.16                                                            | \$823.88           | \$7.35                                                                     | \$316.05            | \$11.80                                                                         | \$507.40            |
| 164                                   | GEOTEXTILE FABRIC TYPE 5                      | SQ YD  | 650 | \$2.29                                                             | \$1,488.50         | \$2.10                                                                     | \$1,365.00          | \$3.20                                                                          | \$2,080.00          |
| 165                                   | AGGREGATE BASE CLASS 5                        | TON    | 423 | \$30.09                                                            | \$12,728.07        | \$36.33                                                                    | \$15,367.59         | \$44.10                                                                         | \$18,654.30         |
| 166                                   | BITUMINOUS MATERIAL FOR TACK COAT             | GAL    | 46  | \$3.55                                                             | \$163.30           | \$3.68                                                                     | \$169.28            | \$3.50                                                                          | \$161.00            |
| 167                                   | TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) | TON    | 78  | \$143.30                                                           | \$11,177.40        | \$123.64                                                                   | \$9,643.92          | \$123.00                                                                        | \$9,594.00          |
| 168                                   | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)      | TON    | 59  | \$155.00                                                           | \$9,145.00         | \$140.91                                                                   | \$8,313.69          | \$140.00                                                                        | \$8,260.00          |
| 169                                   | IRRIGATION SYSTEM                             | LS     | 1   | \$3,750.00                                                         | \$3,750.00         | \$7,879.20                                                                 | \$7,879.20          | \$8,480.00                                                                      | \$8,480.00          |
| 170                                   | CONCRETE CURB & GUTTER DESIGN D418            | LIN FT | 225 | \$35.44                                                            | \$7,974.00         | \$47.25                                                                    | \$10,631.25         | \$38.00                                                                         | \$8,550.00          |
| 171                                   | LIGHTING UNIT TYPE SPECIAL 1                  | EACH   | 2   | \$6,376.52                                                         | \$12,753.04        | \$6,300.00                                                                 | \$12,600.00         | \$6,750.00                                                                      | \$13,500.00         |
| 172                                   | ELECTRICAL SYSTEM MODIFICATIONS               | LS     | 1   | \$9,564.78                                                         | \$9,564.78         | \$9,450.00                                                                 | \$9,450.00          | \$10,000.00                                                                     | \$10,000.00         |
| 173                                   | CONIFEROUS TREE 6' HT B&B                     | EACH   | 3   | \$482.14                                                           | \$1,446.42         | \$904.05                                                                   | \$2,712.15          | \$594.00                                                                        | \$1,782.00          |
| 174                                   | 4" SOLID LINE PAINT                           | LIN FT | 180 | \$5.68                                                             | \$1,022.40         | \$13.65                                                                    | \$2,457.00          | \$6.10                                                                          | \$1,098.00          |
| <b>TOTAL ALTERNATE NO. 5</b>          |                                               |        |     |                                                                    | <b>\$72,072.99</b> |                                                                            | <b>\$80,942.93</b>  |                                                                                 | <b>\$82,755.70</b>  |
| <b>SUMMARY:</b>                       |                                               |        |     |                                                                    |                    |                                                                            |                     |                                                                                 |                     |
| TOTAL BASE BID                        |                                               |        |     |                                                                    | \$5,916,894.44     | \$5,982,310.72                                                             |                     | \$6,773,473.43                                                                  |                     |
| TOTAL ALTERNATE NO. 1                 |                                               |        |     |                                                                    | \$205,293.03       | \$176,165.00                                                               |                     | \$241,766.90                                                                    |                     |
| TOTAL ALTERNATE NO. 2                 |                                               |        |     |                                                                    | \$221,125.76       | \$182,009.33                                                               |                     | \$213,668.00                                                                    |                     |
| TOTAL ALTERNATE NO. 3                 |                                               |        |     |                                                                    | \$0.00             | \$3,651.90                                                                 |                     | \$282.00                                                                        |                     |
| TOTAL ALTERNATE NO. 4                 |                                               |        |     |                                                                    | \$70,613.79        | \$101,672.49                                                               |                     | \$105,840.00                                                                    |                     |
| TOTAL ALTERNATE NO. 5                 |                                               |        |     |                                                                    | \$72,072.99        | \$80,942.93                                                                |                     | \$82,755.70                                                                     |                     |
| Contractor Name and Address:          |                                               |        |     | Valley Paving, Inc.<br>8800 13th Ave. E.<br>Shakopee, MN 55379     |                    | Northdale Construction Co.<br>9760 71st Street NE<br>Albertville, MN 55301 |                     | C. S. McCrossan Const., Inc.<br>7865 Jefferson Highway<br>Maple Grove, MN 55369 |                     |
| Phone:                                |                                               |        |     | (952) 445-8615                                                     |                    | (763) 428-4868                                                             |                     | (763) 425-4167                                                                  |                     |
| Email:                                |                                               |        |     | <a href="mailto:brent@valleypaving.com">brent@valleypaving.com</a> |                    | <a href="mailto:phill@northdaleconst.com">phill@northdaleconst.com</a>     |                     | <a href="mailto:estimating@mccrossan.com">estimating@mccrossan.com</a>          |                     |
| Signed By:                            |                                               |        |     | Brent Carron                                                       |                    | Phillip B. Lesnar                                                          |                     | Ken Beck                                                                        |                     |
| Title:                                |                                               |        |     | President                                                          |                    | President                                                                  |                     | Estimating Manager                                                              |                     |
| Bid Security:                         |                                               |        |     | Bid Bond                                                           |                    | Bid Bond                                                                   |                     | Bid Bond                                                                        |                     |
| Responsible Contractor Certification: |                                               |        |     | Yes                                                                |                    | Yes                                                                        |                     | Yes                                                                             |                     |
| Addenda Acknowledged:                 |                                               |        |     | 1, 2                                                               |                    | 1, 2                                                                       |                     | 1, 2                                                                            |                     |

**RESOLUTION NO. 2023-71**

**Motion By:**  
**Seconded By:**

**A RESOLUTION RECOGNIZING THE 2023 NIGHT TO UNITE EVENTS AND DONATIONS**

**WHEREAS**, the City Council of the City of Corcoran, Minnesota, does hereby find as follows:

**WHEREAS**, Night to Unite is a statewide event that is done to celebrate and strengthen neighborhood and community relationships in participating communities; and

**WHEREAS**, the City of Corcoran supports the efforts of the 8<sup>th</sup> Annual Night to Unite Events on August 1, 2023; and

**WHEREAS**, the Corcoran Night to Unite events consisted of eleven neighborhood parties and one City hosted party located at the Public Works Facility; and

**WHEREAS**, the success of this program is a direct result of support from the City Council, community volunteers, the City of Corcoran employees, the Northwest Area Jaycees, the Corcoran Lions, local emergency response, and local businesses and sponsors; and

**WHEREAS**, the Exhibit A outlines the financial and in-kind contribution to the City of Corcoran utilized in support of the Night to Unite event;

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Corcoran acknowledges the outstanding efforts by the Night to Unite planning team, event staff, and volunteers, and the generosity of all donors and graciously accepts the financial donations as listed.

**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 24<sup>th</sup> day of August, 2023.**

\_\_\_\_\_  
**Tom McKee – Mayor**

*City Seal*

**ATTEST:**

\_\_\_\_\_  
**Michelle Friedrich – City Clerk**

**RESOLUTION NO. 2023-71**

*Exhibit A*

|                                                                     |             |                                   |
|---------------------------------------------------------------------|-------------|-----------------------------------|
| Gift bag with free meals, sauce, and toys                           | \$ 120.00   | Chick-fil-A (Maple Grove)         |
| 2 - \$20 gift cards                                                 | \$ 40.00    | Clive's Roadhouse                 |
| 100 pizzas at a discount                                            | \$ 899.00   | Chanticlear Pizza                 |
| \$1,000 check, purchasing and cooking pork chops and hot dogs       | \$ 3,500.00 | Corcoran Lions                    |
| Custard tokens (approx. 300)                                        | \$ 700.00   | Culvers                           |
| Four play cards - 100 points each                                   | \$ 80.00    | Dave and Busters                  |
| Ebert - Smiley face hats                                            | \$ 800.00   | Ebert Construction                |
| 2 movie date-night packages: movie, drink, popcorn                  | \$ 75.00    | Emagine Theatre - Rogers          |
| Passes/promo items                                                  | \$ 40.00    | Grand Slam Family Fun Center      |
| Roasters for pork chops and hot dogs, cooking                       | \$ 800.00   | Hanover Fire Department           |
| 10 Gift Certificates - 4 games of bowling w/ shoes                  | \$ 450.00   | Medina Entertainment Center       |
| Admissions/promo items                                              | \$ 36.00    | MN State Fair                     |
| Toy cars and gift cards                                             | \$ 250.00   | Napa Auto Parts                   |
| \$2,000 cash                                                        | \$ 2,000.00 | NW Area Jaycees                   |
| 2 - 1 hour simulator rental (\$60.00 value each)                    | \$ 120.00   | Paulie's (former Rock Elm Tavern) |
| 2 - \$20 off \$50 coupon                                            | \$ 40.00    | Phil's Quality Automotive         |
| 4 - \$25 gift cards                                                 | \$ 100.00   | R Social on Main                  |
| Gift basket, kid's meals, and cups for soda, root beer floats, etc. | \$ 200.00   | Raising Cane's Chicken Fingers    |
| Trash and recycling services                                        | \$ 400.00   | Republic Services                 |
| 1 - \$50 gift card                                                  | \$ 50.00    | Rush Creek Golf Club              |
| 4 - \$20 gift certificates                                          | \$ 80.00    | River Inn                         |
| Admissions/promo items                                              | \$ 119.80   | Science Museum of MN              |
| 4 - 18-hole golf passes                                             | \$ 148.00   | Shamrock Golf Course              |
| Game tickets                                                        | \$ 32.00    | St. Paul Saints                   |
| 3 platinum passes, 1 free pizza, and 2 pairs of socks               | \$ 140.00   | Urban Air Adventure Park          |
| \$25 gift certificate                                               | \$ 25.00    | Von Hanson's - Plymouth           |
| Miscellaneous Westside Tire swag                                    | \$ 150.00   | Westside Tire                     |
| 700 pounds of ice                                                   | \$ 300.00   | Corcoran Crossroads               |
| Note pads, doggy trash bags, doggy treats                           | \$ 100.00   | Corcoran Pet Care                 |
| 1 Root beer keg and refrigerated trailer                            | \$ 500.00   | Dahlheimer Beverage               |
| Karate demo & bounce house                                          | \$ 250.00   | Dojo Karate                       |
| Napkins & 2 serving spoons                                          | \$ 250.00   | Farmer's State Bank of Hamel      |
| \$150 check                                                         | \$ 150.00   | Farmer's State Bank of Hamel      |
| 1 case (36 pounds) of butter                                        | \$ 72.00    | Kwik Trip                         |
| 2 gift cards (\$30 to Mama G's and Heidi's) and 2 baseball caps     | \$ 100.00   | Landform                          |
| \$200 cash donation to use for prizes                               | \$ 200.00   | Lithgow Automotive                |
| 2 - \$20 gift cards                                                 | \$ 40.00    | Mama G's                          |
| 2 - \$50 gift cards, hats, shirts, drawstrings, 1/4 zip, and hoodie | \$ 200.00   | Tom Thumb                         |
| Floral arrangement                                                  | \$ 100.00   | Wild Orchid                       |

# STAFF REPORT

# Agenda Item 9c.

|                                                        |                                                   |
|--------------------------------------------------------|---------------------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023             | <b>Prepared By:</b><br>Jessica Beise              |
| <b>Topic:</b><br>City Administrator Recruitment Update | <b>Action Required:</b><br>Direction and Approval |

## Summary

On August 10, 2023, the City Administrator position was reviewed and the process for recruitment discussed. The City Administrator position has been posted and applications are coming in. The City Council selected November 6<sup>th</sup> for interviews. Due to interview date selection, Pat Melvin our recruitment representative, is recommending October 12<sup>th</sup> for the date to select finalists. Staff recommends rescheduling the LPR camera work session. Attached is the revised recruitment timeline.

Staff noticed a few clerical changes to the job description that needed to be completed. With the reorganization being held for the new City Administrator, the job description needed to list the Planner and Recreation Supervisor as direct reports. Additionally, the years of service listed in the previous job description and current positing was six years and in review of other city administrator job descriptions and discussing with the recruiting representative, six years is appropriate.

## Financial/Budget

The executive search firm expenses are anticipated to be approximately \$5,000 for reimbursables per the last search process contract being extended.

## Options

1. Adopt Resolution 2023-67 approving the City Administrator job description and call for special City Council work session on October 12, 2023, at 5:30 pm for the selection of City Administrator candidates.
2. Modify City Administrator job description or dates for the recruitment process.
3. Send back to staff for further review.

## Recommendation

Adopt Resolution 2023-67 approving the City Administrator job description and call for special City Council work session on October 12, 2023, at 5:30 pm for the selection of City Administrator candidates.

## Council Action

1. Consider a motion to adopt Resolution 2023-67 approving the City Administrator job description and call for special City Council work session on October 12, 2023, at 5:30 pm for the selection of City Administrator candidates.

## Attachments

1. Resolution 2023-67
2. City Administrator Job Description
3. Revised Recruitment Timeline



**RESOLUTION NO. 2023-67**

**Motion By:**  
**Seconded By:**

**A RESOLUTION AMENDING A JOB DESCRIPTION FOR THE CITY OF CORCORAN**

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

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

- 1. The amended job description of the City Administrator as presented.

**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 10<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Tom McKee – Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Friedrich – City Clerk

*City Seal*

## CITY ADMINISTRATOR

## City of Corcoran

|                        |                                                                                   |
|------------------------|-----------------------------------------------------------------------------------|
| <b>Department</b>      | <b>Administration</b>                                                             |
| <b>Reports To</b>      | <b>City Council</b>                                                               |
| <b>Points</b>          |  |
| <b>Grade</b>           |                                                                                   |
| <b>FLSA</b>            | <b>Exempt</b>                                                                     |
| <b>Bargaining Unit</b> | <b>NA</b>                                                                         |
| <b>Revision Date:</b>  | <b>August 2023</b>                                                                |

### Description

As the Chief Executive Officer of the City, the City Administrator provides leadership to City staff and guides the City Council to define, establish and attain the goals and objectives of local government. The City Administrator is responsible for the quality of service provided to citizens by staff and consultants and is responsible for compliance with all legislative, judicial, and administrative obligations established by higher authority. The City Administrator directly supervises the Administrative Services Director, Director of Public Safety, Public Works Director, Planner and Recreation Supervisor and oversees all collateral staff, economic and community development, city contracts, and planning and engineering consultants. Operates with considerable discretion in administrative functions and in implementing policies of the City Council. . The City Administrator communicates with all city departments and staff, other appointed and elected officials, city attorney, other contracted consultants, suppliers and vendors, media, and business and community groups.

### Essential Duties and Responsibilities

- Serve as the Chief Administrative Officer of the City overseeing the proper administration of all policies of the City, develops and issues all administrative policies, rules, regulations, and procedures necessary to ensure the proper functioning of all City departments, offices, and divisions as permitted by law and City Council approval.
- Supervise the administration of all departments, offices and divisions of the City except as is otherwise provided by law; Carry out any other responsibilities as provided for by ordinance or by subsequent City Council action.
- Work closely with department heads to plan and coordinate activities and follows up to ensure effective service to the public and efficient conduct of all municipal affairs.
- Ensure all City laws, ordinances, resolutions are enforced and make recommendations for changes or additions to ordinances and policies when necessary.
- Evaluate services provided by the City and develops information for the Council about options for improving efficiency or matching services more closely to citizen needs.
- Responsible for directing the development, and implementation of appropriate budgeting, including capital improvements and administrative planning and control procedures and creation of annual fiscal budget for the City Council's review and approval. Responsibility includes that proper control reports are developed and used and supervises the effective operation of purchasing procedures, etc.

## CITY ADMINISTRATOR

- Act as the purchasing authority for the City without prior Council as outlined in the financial policy in accordance with the approved municipal budget; uses authority to sign purchase orders for routine services, equipment and supplies in accordance with the City's purchase procedures.
- Prepare or oversee the preparation of council agenda and packets. Make recommendations to the City Council on measures they may deem necessary for the welfare of the residents and efficient administration of the City.
- Attend and participate in meetings of the City Council and ensures meeting minutes are recorded and maintained. Attends, at their discretion or as directed by the council, other committee, board, and commission meetings.
- Follows all legal communications requirements including those relating to public access to information and open meetings and guides others regarding appropriate procedure and content.
- Negotiate and administer contracts for City services with outside agencies.
- Represent the City at official functions, as directed by the City Council, and maintains good public relations with citizens of the community. Serves as the City's information representative and confers with the media, civic groups, developers, and other organizations. Prepares public relations material as deemed necessary or at the discretion of the Council.
- Informs the City Council of matters dealing with the major activities and operations, which have policy or community-wide exposure implications
- Keeps informed regarding federal, state and county programs which affect the City; consults with officials of both public and private agencies as required.
- Maintain familiarity with alternative and supplemental sources of revenue and submits recommendations to the City Council for actions necessary to take advantage of such sources.
- Ensure that staff in all departments follow appropriate City policies and procedures, and general government requirements.
- Under authority granted by the City Council and subject to Council approval directs hiring of qualified staff, and administration of human resource functions, involving department heads as appropriate.
- Administers the staffing process by recommending staffing levels and then seeking to fill approved positions with the involvement of Council and department heads.
- Manages performance of staff directly and through department heads.
- Oversees the technical operations of City government and is responsible for compliance with all legal and financial requirements.
- Performs other related duties as may be required by City Council, prescribed by law, or apparent.

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### **Knowledge, Skills and Abilities Required for Successful Job Performance:**

## CITY ADMINISTRATOR

- Knowledge of City programs and services as well as Council policies and practices.
- Knowledge of City financial and budgeting process.
- Knowledge of laws, rules, and regulations applicable to City government.
- Knowledge of management principles and practices as they apply to the public sector.
- Knowledge of office automation and other technologies useful for municipal operations.
- Ability to prepare and administer budgets.
- Ability to communicate effectively and establish effective working relationships with elected officials, staff, and other public officials, and the public including making formal presentations.
- Ability to plan and analyze City operations; develop alternatives; and determine the costs, advantages, and disadvantages of various alternatives.
- Ability to gather and analyze data, prepare accurate and thorough reports, and make appropriate recommendations.
- Ability to prioritize City needs and coordinate City departmental operations and services.
- Ability to keep current on city management and related issues through participation in and contact with appropriate organizations, agencies, committees, and other bodies.
- Ability to supervise staff and direct a complex and varied organization.
- Ability to independently establish priorities and meet priorities with specified target dates.
- Knowledge of and ability to operate standard office equipment and software sufficient to manipulate data, draft reports and maintain records.
- Knowledge of data privacy laws and ability to maintain highest confidentiality when dealing with sensitive or private information.
- Promote and adhere to the City of Corcoran workplace values of accountability, teamwork, and commitment to the city's goals and measures.

### Minimum Qualifications

~~The job requires a bachelor's degree in public administration, urban studies or a related field and six or more progressively responsible years of related experience, or equivalent. Key characteristics are knowledge of government, knowledge of financial management in a government setting, leadership, interpersonal relationship and problem solving skills.~~

- Bachelor's degree in public administration or closely related field.
- Six years of experience in broad areas of managing public organizations that contributed to a knowledge base and an ability to employ management, budgeting, supervising employees, planning and program techniques in daily operation of a similarly complex entity.
- Ability to communicate effectively, orally and in written form.
- Ability to develop and maintain positive and effective working relationships with the city council, city commissions, city personnel, and the public.

# CITY ADMINISTRATOR

## Desired Qualifications

~~Additional desired qualifications include Master's degree in business or public administration, experience in a full service municipal or government setting with public utilities. Knowledge of planning and zoning and economic development is desirable.~~

- Master's degree in business or public administration.

## Physical and Mental Requirements

Physical effort is light, with lifting or carrying up to 25 pounds intermittently. Report preparation and word processing will at times require extended use of a keyboard. Work interruptions are frequent. Travel within the City or region to view properties or attend meetings is likely to occur weekly. There is occasional exposure to field or construction site conditions when visiting properties within the City. The City Administrator is responsible for diverse matters, many of which have deadlines and require significant attention to detail. Approximately 25% of the time, work is performed at the highest level of detail and pressure of deadlines.

## Working Conditions

Most work is performed in a normal office environment. The Administrator may be the person to whom a complaint is delivered by a citizen or referred by an employee and work may involve dealing with and calming individuals who are emotionally charged over an issue. Attendance at evening Council meetings and related meetings is required.

**Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.**

**Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.**

**This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Council retains the discretion to add duties or change the duties of this position at any time.**

City of Corcoran  
Administrator Search  
Timeline revised 8-11-23

| ITEM                                     | TASK                                                                                                                                                                                                                                                                | COMPLETION DATE                        |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Professional position profile</b>     | Use position profile from previous search                                                                                                                                                                                                                           |                                        |
| <b>Approve position profile</b>          | City Council approves profile, salary range, and hiring process                                                                                                                                                                                                     | August 10, 2023                        |
| <b>Candidate recruitment</b>             | <ul style="list-style-type: none"> <li>▪ Post position immediately upon approval of profile</li> <li>▪ Comprehensively advertise</li> <li>▪ Email and phone calls to prospective candidates</li> </ul>                                                              | August 14, 2023-<br>September 11, 2023 |
| <b>Screening of applicants</b>           | DDA will review and rank applicants based on job related criteria and select semifinalists                                                                                                                                                                          | September 12, 2023                     |
| <b>Personality Index</b>                 | DDA will administer a work-related personality index to all semifinalists                                                                                                                                                                                           | September 27, 2023                     |
| <b>Video interview</b>                   | Each semifinalist will complete a video interview                                                                                                                                                                                                                   | September 27, 2023                     |
| <b>Selection of finalists</b>            | <ul style="list-style-type: none"> <li>▪ Finalists selected for interviews</li> <li>▪ DDA will notify candidates not selected as finalists</li> </ul>                                                                                                               | October 12, 2023                       |
| <b>Background check of all finalists</b> | Includes: <ul style="list-style-type: none"> <li>▪ Criminal background: county, state, national</li> <li>▪ Sex offender registry</li> <li>▪ Social Security number verification</li> <li>▪ Employment and education verification</li> <li>▪ Credit check</li> </ul> | October 29, 2023                       |
| <b>Reference check on all finalists</b>  | DDA will conduct reference checks with current and former employers on all finalists                                                                                                                                                                                | October 29, 2023                       |
| <b>Intellect profile</b>                 | DDA will administer an intellect profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.                                                                                                                               | October 29, 2023                       |
| <b>Finalist packet</b>                   | DDA will provide the Council information including: <ul style="list-style-type: none"> <li>▪ Summary of references</li> <li>▪ Results of background checks</li> <li>▪ Personality index reports</li> <li>▪ Video interview</li> <li>▪ Resumes, etc.</li> </ul>      | October 30, 2023                       |
| <b>Interviews</b>                        | DDA will prepare all interview materials and be present at all interviews and other functions. It is recommended that Council interviews be at a special meeting                                                                                                    | November 6, 2023<br>Special Meeting    |
| <b>Decision</b>                          | City Council may select candidate for offer                                                                                                                                                                                                                         | November 6, 2023                       |
| <b>Offer and agreement</b>               | DDA will negotiate agreement with selected candidate                                                                                                                                                                                                                | November 8, 2023                       |
| <b>Projected start date</b>              | New Administrator begins                                                                                                                                                                                                                                            | December 8, 2023                       |
| <b>Follow up</b>                         | DDA will follow up periodically with the new Administrator                                                                                                                                                                                                          | November, 2024                         |

## STAFF REPORT

Agenda Item: 9d.

|                                                           |                                                                                   |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023                | <b>Prepared By:</b><br>Jessica Christensen Buck, Jessica Beise, and Kevin Mattson |
| <b>Topic:</b><br>Request for Proposals and Qualifications | <b>Action Required:</b><br>Approval                                               |

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### Summary

Staff have been working on developing a Request for Qualifications for park services to acquire a consultant group that will help create the toolkit to develop the park system. This toolkit is expected to be inclusive of the proposed City Park remaster project, the boardwalk in the bellwether development, and assistance in developing RFP templates for future projects. During this process, staff has worked through options that included going out for bid and determined that a Request for Proposals and Qualifications (RFPQ) is the preferred route.

Attached is the draft document of the RFPQ. Staff is looking for feedback from the City Council regarding the most recent draft.

If necessary, an additional draft may be provided on Monday, August 21 with updates or clarifications following further review.

The RFPQ is drafted for release to the public on Friday, August 25, 2023, with a closing date of September 29, 2023, assuming City Council approval during the August 24, 2023, meeting.

### Financial/Budget

By approving the draft RFPQ for Park Master Planning and Design Services, there is no financial or contractual obligation tied, unless decided upon by City Council following the process. If approved following the RFPQ process, the park consultant funding could come from Long Range Planning Funds or be budgeted for in future years.

### Options

1. Authorize the release of the RFPQ.
2. Decline the release of the RFPQ.

### Recommendation

Authorize release of the Request for Proposals and Qualification for Park Master Planning and Design Services.

### Council Action

Consider a motion to authorize release of the Request for Proposals and Qualification for Park Master Planning and Design Services.

## **Attachments**

1. DRAFT – Request for Proposals and Qualifications for Park Master Planning and Design Services
2. Request for Proposals and Qualifications for Park Master Planning and Design Services APPENDICES





# CITY OF CORCORAN

**City of Corcoran**  
8200 County Road 116  
Corcoran, MN 55340

## **REQUEST FOR PROPOSALS AND QUALIFICATIONS FOR PARK DESIGN SERVICES**

**Issue Date: August 25, 2023**  
**Response Due Date and Time**  
**(CDT): September 29, 2023 at 2:00**  
**pm**

**Location for Delivery: As stated above**

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DRAFT

## INTRODUCTION

The City of Corcoran (CITY) is requesting a Statement of Proposal and Qualifications (“SOPQ”) to contract with Park Design Consultant(s) (“Consultant”), which must be an individual or a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Minnesota with considerable experience in providing On-Call Landscaping Architecture and Park Planning Services for local government units in Minnesota.

The CITY is issuing this Request for Proposals and Qualifications (RFPO) to consultants interested providing park design and construction services. The selected consultant will work in concert with City staff to provide assistance on the following:

### *City Park Remaster Project*

Engineering design and related services for the City Park remaster (phase 1) project at 20200 County Road 50, Corcoran, Minnesota 55340. The consultant contract will include designing Phase One of the park project and implement management of the development of the remaster project. The design should be inclusive of the variety of new amenities as shown on the City Park 30% design plans in the appendix. The final design plans will address the additional amenities to the park including parking lots, park road, sand volleyball court, basketball court, tennis court, 6 pickleball courts, hockey rink, open skating rink, splashpad, playground, and restroom/changing room/multi-purpose room with an attached pavilion (hereafter referred to as “building”), trail amenities, nodes, and landscaping.

Grant funding and donations have been acquired with some funding sources being tied to deadlines. Implementation of the project is proposed for 2024.

### *Open Space Parks*

In addition to the City Park remaster, the CITY is interested in acquiring services to assist in planning open space parks in the Bellwether and Ravinia developments. Included in the Bellwether development open space park is a boardwalk trail connection and a planned trail loop that had vegetation removed previously. Planning for the open space park in the Ravinia development has yet to occur and is intended to be included in the Park Design Services.

### *Future Park Development*

The CITY is looking for services to assist in guiding park and trail development growth including the other owned but not yet developed parks and trails. The CITY is experiencing rapid growth and is looking to expand the CITY’s parks and trails network to grow with the needs of the users. Services requested for this include, but are not limited to, assistance in production of Request for Proposals for contracted projects.

This Request for Proposals and Qualifications (RFPO) solicits information that will enable CITY to select one or more Consultant(s) that shall provide professional services for the design, planning, and construction of playgrounds, parks, boardwalks, trails and connections, park shelters, storage and programming facilities, ice rinks, restroom facilities, and other park amenities.

## DEFINITIONS

The following definitions shall be used to identify terms throughout this solicitation:

**CITY COUNCIL**

The elected officials of the City of Corcoran, Minnesota given the authority to exercise such powers and jurisdiction of all CITY business as conferred by the State Constitution and Laws.

**STATEMENT OF PROPOSAL AND QUALIFICATIONS (SOPQ)**

A complete, properly signed and submitted response to this solicitation.

**RESPONDENT**

The Individual or Firm responding to this solicitation that considers themselves qualified to provide the services specified herein and which is interested in making an offer to provide the services to CITY.

**REQUEST FOR PROPOSAL AND QUALIFICATIONS (RFPQ)**

This solicitation document issued by CITY containing terms, conditions, and scope of work for the professional services to be procured.

**CITY OF CORCORAN (CITY)**

A Minnesota home-rule charter city and issuer of this RFPQ.

**CONSULTANT**

The individual or business enterprise providing services to the CITY as fulfillment of the obligations arising from a service agreement pursuant to this RFPQ.

## NOTICE TO RESPONDENTS

**A. NOTICE**

All SOPQs are due on or before **2:00 p.m. on September 29, 2023**. **Solicitations are posted and available to download from:** [Bid Requests \(RFP's\)/Bid Results - City of Corcoran \(corcoranmn.gov\)](https://www.corcoranmn.gov/Bid-Requests)

Information related to this Solicitation will only be provided through the Corcoran Recreation Supervisor. Information about this Solicitation received through any other means may be inaccurate and result in a Respondent's submittal being incomplete which could ultimately render the Respondent's SOPQ non-compliant. CITY accepts no responsibility for information obtained through any other source.

**B. RECEIPT OF SOPQS**

The hard copy submittal shall be enclosed in an opaque sealed envelope, marked with the words: "Corcoran RFPQ for Park Design Services", and the address of the Respondent. If the SOPQ is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SOPQ ENCLOSED" on the face of it.

**Hard copy sealed responses shall be addressed to and hand-delivered or shipped to:**

City of Corcoran  
Attn: Jessica Christensen Buck  
8200 County Road 116  
Corcoran, MN 55340

SOPQs must be received by the CITY on or before the time and date specified. The mere fact that the response was dispatched will not be considered; the Respondent must ensure that the SOPQ is actually delivered by the specified date and time. The time hard copy responses are received shall be determined by the stamp at the CITY. SOPQs received after the specified time of the opening will be returned unopened.

The CITY will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed SOPQ to the CITY by the given deadline above.

An electronic copy of the proposal shall also be provided either via USB disk or email link to [jchristensenbuck@corcoranmn.gov](mailto:jchristensenbuck@corcoranmn.gov).

**Electronic transmission or facsimile of the SOPQ alone will not be acceptable.**

**Public Acknowledgement.** CITY shall receive, publicly open, and acknowledge all SOPQs received.

**C. QUESTIONS AND INQUIRIES**

All questions and inquiries about this Solicitation shall be submitted in writing to:

City of Corcoran  
Attn: Jessica Christensen Buck  
8200 County Road 116  
Corcoran, MN 55340  
[jchristensenbuck@corcoranmn.gov](mailto:jchristensenbuck@corcoranmn.gov).  
763-400-7034

**D. ANTICIPATED SCHEDULE OF IMPORTANT DATES**

CITY will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

|                                               |                |                           |
|-----------------------------------------------|----------------|---------------------------|
| Release RFPQ                                  |                | <b>August 25, 2023</b>    |
| Deadline for Questions and Inquiries          | 10:00 A.M. CST | <b>September 15, 2023</b> |
| SOPQs Closing Date and Time                   | 2:00 P.M. CST  | <b>September 29, 2023</b> |
| CITY's Review of SOPQs                        |                | <b>October 2-6,2023</b>   |
| Date for Finalist Interviews or Presentations |                | <b>TBD 2023</b>           |
| Earliest Award by CITY                        |                | <b>October 26, 2023</b>   |

**E. FINALIST INTERVIEWS AND/OR PRESENTATIONS**

Respondents reasonably subject to being selected based on the criteria set forth in this RFPQ may be given an opportunity to make a presentation and/or interview with the Selection Committee. The presentation process may allow Respondents to demonstrate their qualifications, explaining and/or clarifying any unusual or significant elements related to their SOPQs. At this stage, Respondents shall not be allowed to alter or amend their SOPQs. Finalists selected for interviews and/or presentations must be available on TBD, 2023, as

arranged with the CITY, if interviews are required by the CITY. However, the CITY, may in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the SOPQ responses.

## STANDARD TERMS AND CONDITIONS

### A. **ADDENDA**

If it becomes necessary to revise any part of this solicitation, prior to the due date and time, a written addendum will be provided to all Respondents. CITY is not bound by any oral representations, clarifications, or changes made in the written specification by CITY's employees, unless such clarification or change is provided to Respondents in written addendum form from the CITY. Addenda will be transmitted by email to all parties that are known to have downloaded a copy of the RFPQ documents and specifications from CITY's website. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Respondent shall acknowledge receipt of all addenda on the Certification and Acknowledgement Form.

### B. **CHANGES IN PERSONNEL**

Should there be a change in key personnel included in the SOPQ after the due date and time, but before a contract is awarded, Respondents must notify CITY immediately. This may result in further evaluation. Should a change in key personnel occur after the contract is awarded, the Firm will be required to notify CITY as soon as practicably possible. CITY may terminate the Agreement for convenience should the change in key personnel be unacceptable to CITY.

### C. **RESTRICTIONS ON COMMUNICATION**

To ensure the proper and fair evaluation of all SOPQs, CITY prohibits Ex Parte communication (e.g., unsolicited) initiated by the Respondent to CITY staff or its City Council, from the date of advertisement of this solicitation to the time an award has been made by the Council, the City Administrator, or his/her designee. This prohibition extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the SOPQ submitted by Respondent.

Unless otherwise specified, all requests for clarification or questions regarding a RFPQ must be directed to the point of contact listed in this RFPQ.

### D. **DISCLOSURE OF CONFLICT OF INTEREST**

The City of Corcoran requires that service providers disclose conflicts of interest when they may occur. The City, at its discretion, may arrange for alternative third-party support in such cases. In general, the City will not allow a service provider to review applications from a client of the service provider. Past or pending client relationships may or may not be determined to be conflicts, but should always be disclosed and discussed with the City. Respondent shall disclose any known or anticipated conflict of interest as a part of Respondent's SOPQ.

### E. **INDEPENDENT CONTRACTOR**

Nothing in this solicitation is intended to be construed as creating an employer/employee relationship, a partnership, or joint venture. The Respondents' services shall be those of an independent contractor. The Respondents agree and understand that the Agreement does

not grant any rights or privileges established for employees of CITY. Respondents shall not be within protection or coverage of CITY's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that CITY, from time to time, may have in force.

**F. PRIORITY OF DOCUMENTS**

In the event there are inconsistencies between the RFPQ terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

**G. PROHIBITED RESPONDENTS**

1. CITY will not conduct business with Respondents who have failed to comply with their contracts and have been debarred from doing business with the State of Minnesota or the federal government.

**H. PUBLIC INFORMATION**

All SOPQs are subject to release as public information unless the Response or specific parts of the Response are shown to be exempt from disclosure pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "MGDPA"). Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Respondents shall specifically flag any specific information asserted to qualify as "trade secret information" pursuant to MN Statute 13.37 subd. 1 (b). Such identification shall specifically target applicable portions of a Respondent's SOPQ and general labels asserting entire SOPQs or substantial portions thereof will not be considered. This identification of asserted trade secret data shall not guarantee the identified information will be determined to be trade secret information. CITY assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

**I. RECEIPT OF SOPQS**

Statement(s) of Proposal and Qualifications must be received by CITY prior to the time and date specified. The time SOPQs are received shall be determined by the system time in the CITY's administrative office set forth in the City's stamp upon receipt.

**J. REIMBURSEMENTS**

There is no express or implied obligation for the City of Corcoran to reimburse Respondents for any expenses incurred in preparing SOPQs in response to this request and the City of Corcoran will not reimburse Respondents for these expenses, nor will CITY pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a Contract for these services.

**K. REPRESENTATIONS AND RESPONSIBILITIES**

By submitting a SOPQ in response to this RFPQ, Respondent represents that it has carefully read and understands all elements of this RFPQ; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed. By submitting a SOPQ in response to this RFPQ, the Respondent represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by CITY but has supplemented this information through due diligence research and that the Respondent sufficiently understands the issues relative to the indicated requirements.

**L. RESERVATIONS**

CITY reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, CITY reserves the right to accept or reject all or part of any Response, waive any informalities or immaterial technical inconsistencies or irregularities, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in CITY'S best interest. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFPQ documents, or irregularities of any kind are subject to disqualification by the City, at its option. CITY RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE DETERMINANT OF WHAT IS DEEMED AN "INFORMALITY" OR "IMMATERIAL TECHNICAL INCONSISTENCY OR IRREGULARITY" AND TO WAIVE OR INTERPRET ANY SUCH INFORMALITY, INCONSISTENCY, OR IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.

**M. RESPONSES BECOME PROPERTY OF CITY:**

Submissions received in response to this Solicitation become the sole property of CITY.

**N. RIGHT OF ACCEPTANCE AND REJECTION**

Notwithstanding any other provisions of the RFPQ, the City reserves the right to reject any or all proposals, to waive any irregularity in a proposal, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the City or its taxpayers. It is further within the right of the City to reject proposals that do not contain all elements and information requested in this document. The City may also identify more than one service provider in order to ensure backup or obtain specialized expertise, if it determines that it is in the best interests of the public to do so. The City of Corcoran shall not be liable for any losses incurred by any responders throughout this process.

**O. RIGHT TO ASSURANCES**

In the event CITY, in good faith, has reason to question the intent of the Firm to perform as presented in the SOPQ, CITY may demand written assurances of the intent to perform as presented. In the event no written assurance is given within the time specified, CITY may reject the SOPQ.

**P. STANDARD FORM OF AGREEMENT AND INSURANCE**

The successful service provider will be asked to enter into a service agreement and to provide a certificate of insurance showing coverage for general liability, professional liability, workers compensation, and automobile liability. The service agreement will contain a provision specifying a deadline for submitting invoices. Any invoices submitted for services not billed in accordance with the deadline may, at the sole discretion of the City, be considered invalid and payment may be refused. Any future relationship between the Contractor and the City will be an "at will" relationship and may be terminated by either party, for any reason, following a 30 day notice.

**Q. SOPQ MAY BECOME PART OF FINAL CONTRACT**

The contents of this RFPQ and the SOPQ from a selected Respondent, as well as any written clarifications or modifications to the contents thereof timely submitted by Respondent may become part of the contractual obligations of Respondent and may be incorporated by reference into a service contract between Respondent and the CITY. If a provision of the contract is in



conflict with the referenced RFPQ or SOPQ, the contract shall control.

**R. COMPLIANCE WITH MINNESOTA GOVERNMENT DATA PRACTICES ACT**

Respondent agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality and to cooperate with the CITY in meeting its obligations under the same. Respondent agrees to indemnify and hold the CITY harmless from any claims, liabilities, damages, or losses the CITY may incur due to Respondent's failure to comply with this Section R.

## BACKGROUND AND CURRENT CIRCUMSTANCES

**A. ABOUT CORCORAN, MINNESOTA**

Corcoran is a picturesque community located in Northwest Hennepin County approximately 20 miles from Minneapolis. Corcoran is an attractive city of wooded countryside, wetlands, streams, farms, and valleys. Corcoran is primarily a residential community with a population of approximately 7,384. Housing is composed of single-family homes, farms, hobby farms, and newer subdivisions which offer a variety of housing options. A significant portion of Corcoran is used for agricultural purposes. Corcoran's land area encompasses 36 square miles. Communities surrounding Corcoran include Maple Grove, Plymouth, Medina, Loretto, Greenfield, Hanover, and Rogers.

**The CITY is seeking this Request for Proposals and Qualifications (RFPQ) from qualified individuals, civil engineering, or landscape architects consulting firms (Firm) to provide Park Design Services for the City of Corcoran, Minnesota.**

## SCOPE OF WORK

**A. GENERAL**

Consultant(s) shall provide services including:

- Park Design services
- Prepare materials for park projects (specific and generic)
  - Playgrounds, boardwalks, trails and connections, etc.
- Work with the City's engineering team for engineering features including:
  - Transportation Design (trails, sidewalks, traffic control devices, etc.)
  - Stormwater Drainage Analysis and Design
  - Utilities Design (water and wastewater)

Consultant(s) may be required to perform site visits, document site observations, participate in progress meetings, provide reports to the CITY, verify compliance with specifications, and other services to support quality assurance efforts.

The total estimated professional services fee is to be determined on a project-by-project basis.

**B. PARK CONSULTANT ROLE**

The selected Consultant may be designated as the Park Consultant for City of Corcoran and perform all tasks required of that position pursuant to the City of Corcoran City Charter, City of

Corcoran Code of Ordinances, Standard Detail Plates, and Comprehensive Plan which may be found on the CITY's website. This position requires attendance at regular and specially called City Council meetings, Parks and Trails Commission meetings, as well as other meetings as required by City Administrator or designee, engineering guidance during the normal day to day operations of the CITY, and special tasks as assigned by City Administrator, or designee.

- C. City Project Design Services:** The selected Consultant(s) must have the capability to design a full array of parks, trails, and building type projects including playgrounds, parks, boardwalks, trails and connections, park shelters, storage and programming facilities, restroom facilities, etc. in a manner that the infrastructure is functional and cost effective. The selected Consultant(s) must be able to provide engineering guidance for municipal structures. Some specific projects have been identified at this time including City Park and an open space park and boardwalk connection in the Bellwether development. The services may include:
- a. Design Phase:
    - i. Meet with CITY staff as required to discuss operational considerations, staff requirements, system preferences, prioritization of the project scope, and to coordinate the engineering design of the project. In addition, CITY shall inform FIRM of any bond language to clarify funding requirements.
    - ii. Provide the necessary field survey services to determine the existing field conditions, including all utilities and surface features to the maximum extent possible.
    - iii. Perform the necessary testing to determine the existing site conditions and proper methods of construction and demolition.
    - iv. Provide alternative design concepts for implementation of the project.
    - v. At the direction of CITY staff, the Consultant may be required to attend and participate in public, City Council,, commission, and other stakeholder meetings.
    - vi. Provide Opinion of Probable Construction Cost at various stages throughout design.
    - vii. Provide the design to the CITY at progress intervals in appropriate, requested formats (may include hard copy, .pdf, and .dwg)
    - viii. Provide detailed plans and specifications for the project to be used in the award of a construction contract, or construction by CITY staff.
    - ix. Other related services to design the project and prepare for the bid phase.
  - b. Permitting Phase: The Consultant shall prepare documents for, and coordinate with other utilities and associated local, state, and federal agencies (including MnDOT, MEQB, Elm Creek Watershed, etc.) as required for the approval of all necessary permits.
  - c. Bid Phase:
    - i. Provide lump sum and unit price bid quantities on the CITY bid form format for use in bid documents.
    - ii. Provide bid sets of the contract, technical specifications, plans, and any other necessary documents in hard copy and digital format.
    - iii. Attend pre-bid conference and prepare responses to questions and addenda as necessary.
    - iv. Research qualifications and references of apparent responsible low bidder, prepare bid tabulation, and provide a letter of recommendation for contract

award.

- d. Construction Phase:
  - i. Prepare necessary change order documentation, including required changes to plans and specifications.
  - ii. Review and make recommendations on Contractor change order requests.
  - iii. Attend progress meetings and monitor construction schedule.
  - iv. Provide an appropriate level of observation and Owner representation during construction.
  - v. Observe and assist in performance tests and initial operations of the project as needed.
  - vi. Prepare record drawings from information submitted by the contractor in accordance with CITY standards.
- e. Resident Project Representative (RPR) Services:
  - i. Act as the authorized representative of the CITY assigned to assist the City at the Site of a Specific Project during the Construction Phase which may or may not have been designed by Respondent.
  - ii. The duties and responsibilities of the RPR will be defined for each project. The RPR may provide full time representation or may provide representation to a lesser degree.
- f. Project Schedule: CITY staff will request and approve the proposed schedule for each individual project. Projects may need to be completed on an expedited schedule basis. Flexibility may be required to meet the CITY's needs in a timely manner.

- D. Grant Assistance:** The selected Consultant(s) shall, as requested, research, assist, and/or complete grant applications for CITY projects.
- E. Design Standard Guidance:** The selected Consultant(s) shall have the capability and expertise to review, interpret and implement federal, state, and City standards for the design, construction, installation, location and arrangement of playgrounds, parks, boardwalks, trails and connections, park shelters, storage and programming facilities, restroom facilities, pedestrian ways, and for the compaction of utility ditches within the right-of-way.
- F. CAD and GIS Capabilities:** The selected Consultant(s) shall have computer aided drafting and geographical information system capabilities upon request.
- G. Meeting Attendance and Participation:** The selected Consultant(s) may be expected to attend (via in person or videoconference at CITY's discretion) a variety of CITY meetings, including, but not limited to, Parks and Trails Commission meetings, City Council meetings, meetings of affected property owners, and meetings with CITY staff and developers.
- H. Work Product:** The selected Consultant(s) will be expected to provide the CITY with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the CITY in printed form, as well as in electronic form to include portable document format and the root file(s).
- I. Assignment of Professional Engineer:** The selected Consultant(s) shall assign to the CITY a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Minnesota.

- J. Responsiveness:** The selected Consultant(s) must commit to provide services to the CITY in a timely manner, without unreasonable delays.
- K. Proximity:** The selected Consultant(s) must be located within reasonable proximity to the City of Corcoran to ensure meeting attendance if requested, meeting coordination, and the conveyance of documents when sent via courier.

## SUBMISSION REQUIREMENTS

CITY requires comprehensive responses to every section within this RFPQ. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the RFPQ format is to expedite review and evaluation.

The proposal must be submitted in hard copy. Proposer shall submit one (1) original and seven (7) copies of the entire proposal, plus one (1) digital copy.

**Any SOPQ that does not meet all the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria:**

- 1. SOPQs must be received by the due date and time;**
- 2. The page limitations noted below must be strictly adhered to; page limits do not apply to a cover letter, tabs, forms, or comments on the Professional Services Agreement.**
- 3. Stated minimum experience level providing similar services of equal complexity and magnitude in each discipline category.**
- 4. References from entities for which the Respondent provided the services, of equal complexity and magnitude, are required. The City CANNOT be used as a reference.**
- 5. Licensed Engineer or Landscape Architect certified in the State of Minnesota in good standing with no debarments or discipline actions, assigned to project team. Attach copy of certification or documents from the Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience, and Interior Design.**
- 6. The responding individual or business is not on the debarred vendor list with the State of Minnesota, or Federal Debarment List ([sam.gov](http://sam.gov)).**

SOPQs that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below for a maximum of 100 points. CITY may request additional information, site visits, interviews, or presentations from the Respondent as part of the evaluation process.

The SOPQ format shall be clearly identified in the responses and conform to the criteria as outlined in “A” through “F” as specified in the criteria listed below. There are no specific requirements on font size, spacing, margins, etc.; however, all text and figures must be clearly legible when the PDF is printed. Each page should be letter-sized (8.5 x 11 inches).

**A. FIRM INTRODUCTION (5 points, 3 page maximum)**

Briefly introduce your firm/self, providing a summary of the organization, the staff size, the

length of time the firm has been engaged in projects/efforts related to park design services for a Minnesota government entity and applicable firm registration information. Include the main office location supporting this project (presumably where the Project Manager is located) and all other location(s) that will provide support, if applicable. Provide an organizational chart indicating the positions and names of the core team which will undertake this engagement. Provide information regarding subconsultants utilized.

**B. EXPERIENCE OF THE FIRM WITH SIMILAR WORK (20 points, 3 page maximum)**

CITY is interested in the Respondent's history with similar work. List all recent local governments (meaning municipalities, counties, or other government entities within Minnesota) within the past five (5) years, for which your company or any member of the Firm's team has performed similar types of services. Experience with and familiarity with Minnesota municipalities and their requirements and procedures will also be considered in the evaluation process. CITY may consider the history of firm in complying with project programs, schedules, and budgets on previous CITY projects.

**C. RESUME OF PROPOSED PROJECT MANAGER (15 points, 3 page maximum)**

CITY is interested in the individual's experience as a project manager on projects similar to that described in the solicitation with public entity clients, especially fast-growing municipalities. Only one individual should be designated as Project Manager and must be employed by the firm and not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications, and compliance with legal requirements including:

- (a) documented experience managing projects similar to work described in the solicitation;
- (b) descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum 3, preferred 5);
- (c) educational background;
- (d) license status, to include applicable Minnesota registration number and expiration date;
- (e) formal project management training plus any certifications and/or accreditations offered by organizations such as the Project Management Institute (preferred, not required); and
- (f) percent availability for plan reviews, and design/construction projects percent availability and other commitments (specific projects, role, duration) over next 12-18 months, and including list of any other cities where on-call CITY engineering services are provided.

**D. RESUMES OF PROPOSED LEAD TECHNICAL PROFESSIONAL(S) (20 points, 1 page per lead, 6 pages maximum)**

Lead technical professionals are the individuals responsible for specific technical aspects of the work. CITY is interested in the individual(s)' experience on projects similar to that described in the solicitation. These individuals must be licensed engineers in the State of Minnesota at the time of submission. Demonstrate relevant technical competency, qualifications and compliance with legal requirements including:

- (a) documented experience projects similar to work described in the solicitation;
- (b) descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum 3, preferred 5);

- (c) educational background;
- (d) license status, as applicable, to include Minnesota registration number and expiration;
- (e) technical publications including books, papers, or presentations (if any); and
- (f) availability and other commitments (specific projects, role, duration) over next 18 months.

**E. SUPPORT PERSONNEL EXPERIENCE (15 points, 3 pages maximum)**

CITY is interested in the technical qualifications and experience of the remaining project team members. Demonstrate technical competency and qualifications in list format with the following information:

- (a) proposed role on project;
- (b) location;
- (c) years of experience;
- (d) educational background;
- (e) license status, to include Minnesota registration number and expiration date where applicable; and
- (f) summary of relevant experience.

**F. APPROACH TO PARK DEVELOPMENT (25 points, 4 page maximum)**

Provide a narrative on Respondent's approach to park design and planning. Include critical issues of concern and how the Respondent's team would address them. Specifically, include a description of Respondent's approach to providing Provide a sample plan review schedule including major tasks and durations. Provide response time for park design questions.

**G. LITIGATION DISCLOSURE**

Disclose any known claims for losses, professional negligence, damages, or indemnification, including any settled, threatened, or ongoing litigation or arbitration, in which the Firm, any current employee of the Firm, and/or any proposed sub-consultant of the Firm listed in your Proposal, are listed as a party or potential party, which arose or occurred within the last four(4) years. CITY will consider any relevant information when assigning points allocated to Section B "EXPERIENCE OF THE FIRM WITH SIMILAR WORK." CITY reserves the right to disqualify any Respondents and/or sub-consultants based on potential or perceived conflicts of interest related to prior and ongoing claims involving CITY.

## EVALUATION AND SELECTION PROCESS

CITY has attempted to provide a comprehensive statement of requirements through this solicitation for the work contemplated. Written SOPQs must present Respondent's qualifications and understanding of the work to be performed. Respondents are asked to address each evaluation criteria and to be specific in presenting their qualifications. SOPQs must be as thorough and detailed as possible so that CITY may properly evaluate capabilities to provide the requested services.

CITY reserves the right to award contract(s) to one or more providers pursuant to this RFPQ. CITY will first select the most highly qualified provider(s) for the services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with provider(s) at a fair and reasonable price. The City Council exercises its discretion in the final selection and ranking of the most highly qualified provider(s) and will not be bound by the evaluation

committee's recommendation, scoring, and ranking. The evaluation committee's preliminary reviews and scoring of SOPQ merely determines the top ranked Respondents who are most technically qualified as finalists and are eligible for selection and negotiation. If a satisfactory contract cannot be negotiated with the most highly qualified provider(s) for the services, CITY will formally end negotiations with that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. CITY will continue this process to select and negotiate with provider(s) until a contract is entered into.

By submission of a SOPQ, Respondent acknowledges acceptance of the evaluation process and selection and ranking process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFPQ. Further, Respondents acknowledge that subjective judgements must be made by CITY during this process.

**A. CLARITY AND QUALITY OF SOPQ Pass/Fail**

Respondents must provide comprehensive responses to every section within this RFPQ in the described format. It is not the intent of CITY to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFPQ are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your SOPQ being disqualified from further review and consideration.

**B. EVALUATION CRITERIA**

CITY will select one or more Respondents based on demonstrated competence and qualifications. CITY has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). CITY will evaluate each Respondent's responses to the requirements contained in this RFPQ.

- A. 5 points Firm Introduction
- B. 20 points Experience of the Firm with similar work
- C. 15 points Resume of Proposed Project Manager
- D. 20 points Resumes of Proposed Lead Technical Professional(s)
- E. 15 points Support personnel experience
- F. 25 points Approach to Project
- G.

**100 POINTS**

**TOTAL POINTS AVAILABLE**

**C. REFERENCE CHECKS**

CITY reserves the right to check any reference(s), regardless of the source of the reference information. Information may be requested and evaluated from references. CITY reserves the right to use a third party to conduct reference checks. Only top scoring Respondents may receive reference checks and negative references in the CITY's sole determination may eliminate Respondents from further consideration.

**D. INITIAL EVALUATION AND RANKING**

Following the SOPQ evaluation(s), CITY will compile the final scores. If the Evaluation committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made for the Respondent(s) which, in CITY's opinion, is the most highly qualified.



**E. INVITATIONS FOR INTERVIEWS**

The Evaluation committee may conclude after completion of the SOPQ evaluation(s) that interviews or presentations are required in order to determine the most qualified Respondent(s). The selection of Respondents to make presentations will be based on the initial evaluation and ranking. All Respondents may not necessarily be extended an invitation for interviews. CITY reserves the right to select Respondents to interview that are most susceptible of being selected for an award of a contract.

**F. INTERVIEWS, PRESENTATIONS OR DEMONSTRATIONS (AT CITY'S ELECTION)**

Respondents selected pursuant Subsection E above may be given an opportunity for interviews, presentations, or demonstrations. The presentation process will allow Respondents to demonstrate their SOPQ offering and explain and/or clarify any unusual or significant elements related to their SOPQs. At this stage, Respondents shall not be allowed to alter or amend their SOPQs. The Evaluation committee will score each presenting Respondent.

**G. FINAL EVALUATION AND RANKING AFTER INTERVIEWS**

The Evaluation committee will make its recommendation for award to the most highly qualified Respondent(s) based on a combination of the evaluation criteria and the interview, presentation, or demonstration (if utilized). Final total score will be determined using the following formula:

*Initial Evaluation Score + Interview Score = Final Total Score.*



# **Appendix Item A**

**30% Concept Plan and Budget**



Corcoran Athletic Park Opinion of Probable Cost  
Thursday, August 11, 2022

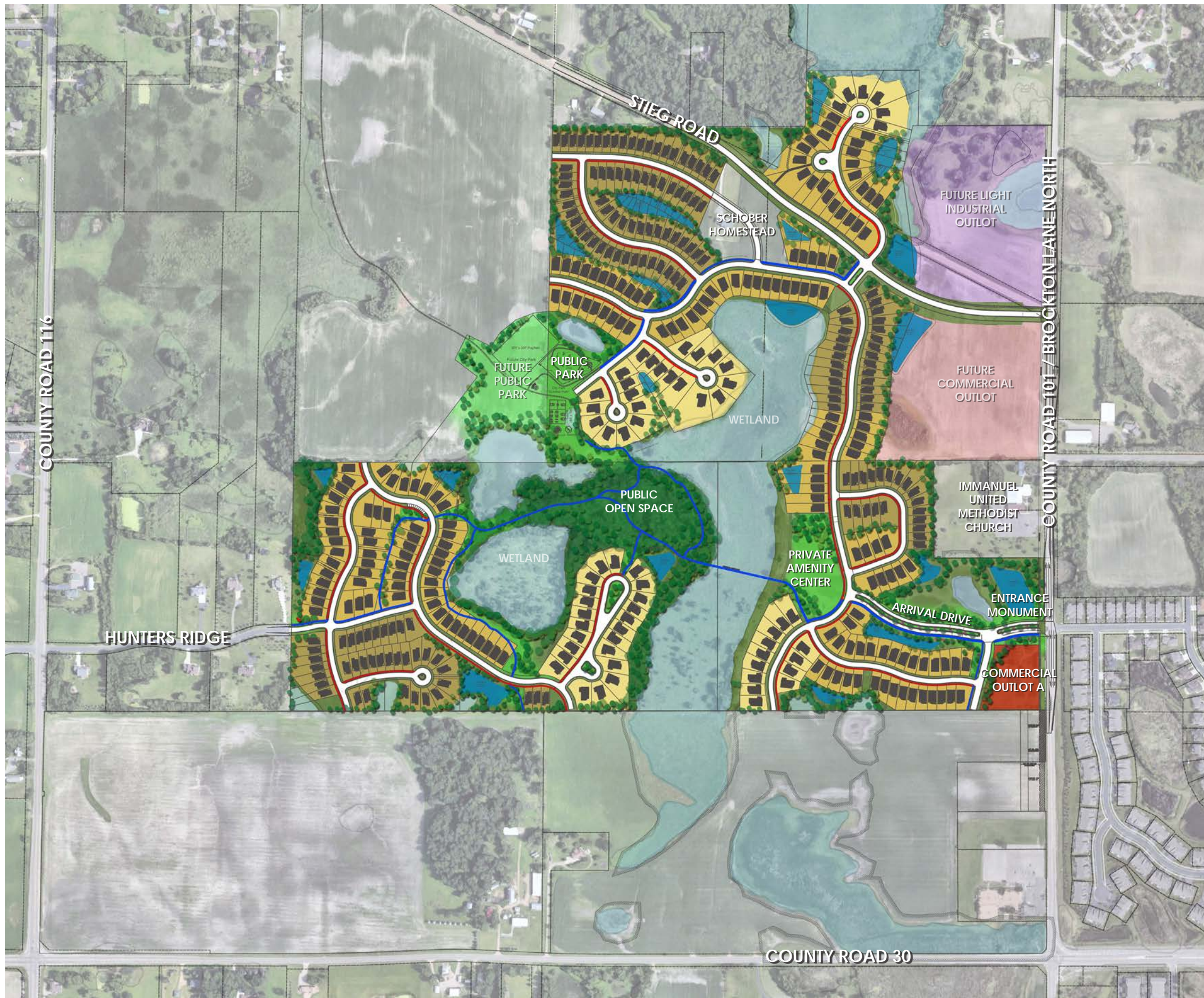
| ITEM NO                                                         | ITEM                                                  | UNIT  | 2021 Costs |              |                 | 2022 Costs |               |                 | QUANTITY DIFFERENCE | UNIT COST DIFFERENCE | TOTAL COST DIFFERENCE | NOTES                                                                                             |
|-----------------------------------------------------------------|-------------------------------------------------------|-------|------------|--------------|-----------------|------------|---------------|-----------------|---------------------|----------------------|-----------------------|---------------------------------------------------------------------------------------------------|
|                                                                 |                                                       |       | QUANTITY   | UNIT PRICE   | ESTIMATED COSTS | QUANTITY   | UNIT PRICE    | ESTIMATED COSTS |                     |                      |                       |                                                                                                   |
| <b>Warming House Removals</b>                                   |                                                       |       |            |              |                 |            |               |                 |                     |                      |                       |                                                                                                   |
| 1                                                               | Remove existing warming house/storage                 | EACH  | 1          | \$ 3,500.00  | \$ 3,500.00     | 1          | \$ 4,200.00   | \$ 4,200.00     | 0.00                | \$ 700.00            | \$ 700.00             | Price increase to 2022 costs                                                                      |
| 2                                                               | Remove existing septic                                | EACH  | 1          | \$ 1,900.00  | \$ 1,900.00     | 1          | \$ 2,500.00   | \$ 2,500.00     | 0.00                | \$ 600.00            | \$ 600.00             |                                                                                                   |
| <b>Subtotal Warming House Removals</b>                          |                                                       |       |            |              | \$ 5,400.00     |            | \$ 6,700.00   | 0.00            | \$ -                | \$ 1,300.00          |                       |                                                                                                   |
| <b>Removals/Restoration for Utilities Construction</b>          |                                                       |       |            |              |                 |            |               |                 |                     |                      |                       |                                                                                                   |
| 3                                                               | Clear and Grub trees                                  | EACH  | 28         | \$ 500.00    | \$ 14,000.00    | 28         | \$ 1,000.00   | \$ 28,000.00    | 0.00                | \$ 500.00            | \$ 14,000.00          | price increase to recently obtained bid prices                                                    |
| 4                                                               | Remove Pavillion                                      | LS    | 0          | \$ -         | \$ -            | 1          | \$ 7,500.00   | \$ 7,500.00     | 1.00                | \$ 7,500.00          | \$ 7,500.00           |                                                                                                   |
| 5                                                               | Salvage and Reinstall Fence                           | LF    | 0          | \$ 20.00     | \$ -            | 0          | \$ 20.00      | \$ -            | 0.00                | \$ -                 | \$ -                  | Quantity decrease due to updated utility plans from new development                               |
| 6                                                               | Protect watermain and drinking fountain service?      | LS    | 0          | \$ 5,000.00  | \$ -            | 0          | \$ 5,000.00   | \$ -            | 0.00                | \$ -                 | \$ -                  |                                                                                                   |
| 7                                                               | Salvage and Reinstall Draintile                       | LS    | 0          | \$ 15,000.00 | \$ -            | 0          | \$ 15,000.00  | \$ -            | 0.00                | \$ -                 | \$ -                  |                                                                                                   |
| 8                                                               | Salvage and Respread infield Aggregate                | SQ YD | 0          | \$ 5.00      | \$ -            | 0          | \$ 5.00       | \$ -            | 0.00                | \$ -                 | \$ -                  |                                                                                                   |
| 9                                                               | Aglime for infield                                    | TON   | 0          | \$ 45.00     | \$ -            | 0          | \$ 45.00      | \$ -            | 0.00                | \$ -                 | \$ -                  |                                                                                                   |
| 10                                                              | CL 5 surface aggregate - frontage road - top dress 2" | TON   | 0          | \$ 25.00     | \$ -            | 0          | \$ 25.00      | \$ -            | 0.00                | \$ -                 | \$ -                  |                                                                                                   |
| 11                                                              | Ballfield Sod                                         | SQ FT | 0          | \$ 6.00      | \$ -            | 0          | \$ 6.00       | \$ -            | 0.00                | \$ -                 | \$ -                  |                                                                                                   |
| <b>Subtotal Removals/Restoration for Utilities Construction</b> |                                                       |       |            |              | \$ 14,000.00    |            | \$ 35,500.00  | 0.00            | \$ -                | \$ 21,500.00         |                       |                                                                                                   |
| <b>Site Grading</b>                                             |                                                       |       |            |              |                 |            |               |                 |                     |                      |                       |                                                                                                   |
| 12                                                              | Site Grading                                          | CU YD | 32114      | \$ 7.00      | \$ 224,798.00   | 39823      | \$ 7.00       | \$ 278,761.00   | 7709.00             | \$ -                 | \$ 53,963.00          | Price increase to 2022 costs                                                                      |
| 13                                                              | Common Excavation - Stockpile onsite (CV)             | CU YD | 2480       | \$ 5.00      | \$ 12,400.00    | 7500       | \$ 5.00       | \$ 37,500.00    | 5020.00             | \$ -                 | \$ 25,100.00          |                                                                                                   |
| <b>Subtotal Site Grading</b>                                    |                                                       |       |            |              | \$ 237,198.00   |            | \$ 316,261.00 | 0.00            | \$ -                | \$ 79,063.00         |                       |                                                                                                   |
| <b>Sanitary Sewer</b>                                           |                                                       |       |            |              |                 |            |               |                 |                     |                      |                       |                                                                                                   |
| 14                                                              | Connect to existing sanitary                          | EACH  | 1          | \$ 4,000.00  | \$ 4,000.00     | 1          | \$ 4,000.00   | \$ 4,000.00     | 0.00                | \$ -                 | \$ -                  | Quantity decrease due to updated utility plans from new development, Price increase to 2022 costs |
| 15                                                              | 8" PVC Sanitary Sewer                                 | LF    | 1407       | \$ 65.00     | \$ 91,455.00    | 1165       | \$ 75.00      | \$ 87,375.00    | -242.00             | \$ 10.00             | \$ (4,080.00)         |                                                                                                   |
| 16                                                              | PVC Sanitary Sewer Service                            | LF    | 45         | \$ 45.00     | \$ 2,025.00     | 45         | \$ 45.00      | \$ 2,025.00     | 0.00                | \$ -                 | \$ -                  | Price increase to 2022 costs                                                                      |
| 17                                                              | 6" cleanout                                           | EACH  | 1          | \$ 500.00    | \$ 500.00       | 1          | \$ 650.00     | \$ 650.00       | 0.00                | \$ 150.00            | \$ 150.00             |                                                                                                   |
| 18                                                              | PVC Service Wye                                       | EACH  | 1          | \$ 175.00    | \$ 175.00       | 1          | \$ 600.00     | \$ 600.00       | 0.00                | \$ 425.00            | \$ 425.00             |                                                                                                   |
| 19                                                              | 4" Dia. Sanitary Sewer Manhole                        | EACH  | 3          | \$ 5,000.00  | \$ 15,000.00    | 4          | \$ 7,000.00   | \$ 28,000.00    | 1.00                | \$ 2,000.00          | \$ 13,000.00          |                                                                                                   |
| 20                                                              | 4" Dia. Sanitary Sewer Manhole (drop MH)              | EACH  | 1          | \$ 6,500.00  | \$ 6,500.00     | 1          | \$ 15,000.00  | \$ 15,000.00    | 0.00                | \$ 8,500.00          | \$ 8,500.00           |                                                                                                   |
| 21                                                              | Anti Seepage Collar                                   | EACH  | 4          | \$ 500.00    | \$ 2,000.00     | 0          | \$ 750.00     | \$ -            | -4.00               | \$ 250.00            | \$ (2,000.00)         | Quantity decrease due to updated utility plans from new development                               |
| 22                                                              | overdepth                                             | LF    | 10         | \$ 180.00    | \$ 1,800.00     | 10         | \$ 500.00     | \$ 5,000.00     | 0.00                | \$ 320.00            | \$ 3,200.00           | Price increase to 2022 costs                                                                      |
| <b>Subtotal Sanitary Sewer</b>                                  |                                                       |       |            |              | \$ 123,455.00   |            | \$ 142,650.00 | 0.00            | \$ -                | \$ 19,195.00         |                       |                                                                                                   |
| <b>Watermain</b>                                                |                                                       |       |            |              |                 |            |               |                 |                     |                      |                       |                                                                                                   |
| 23                                                              | connect to existing watermain - wet tap               | EACH  | 1          | \$ 2,500.00  | \$ 2,500.00     | 0          | \$ 9,500.00   | \$ -            | -1.00               | \$ 7,000.00          | \$ (2,500.00)         | Quantity decrease due to updated utility plans from new development                               |
| 24                                                              | connect to existing watermain                         | EACH  | 1          | \$ 2,500.00  | \$ 2,500.00     | 2          | \$ 3,000.00   | \$ 6,000.00     | 1.00                | \$ 500.00            | \$ 3,500.00           | Price increase to 2022 costs                                                                      |
| 25                                                              | 8" Watermain                                          | LF    | 2175       | \$ 65.00     | \$ 141,375.00   | 1820       | \$ 80.00      | \$ 145,600.00   | -355.00             | \$ 15.00             | \$ 4,225.00           | Quantity decrease due to updated utility plans from new development, Price increase to 2022 costs |
| 26                                                              | 8" Valve                                              | EACH  | 3          | \$ 3,500.00  | \$ 10,500.00    | 3          | \$ 3,800.00   | \$ 11,400.00    | 0.00                | \$ 300.00            | \$ 900.00             |                                                                                                   |
| 27                                                              | fire flow service                                     | LF    | 35         | \$ 45.00     | \$ 1,575.00     | 70         | \$ 65.00      | \$ 4,550.00     | 35.00               | \$ 20.00             | \$ 2,975.00           | Price increase to 2022 costs                                                                      |
| 28                                                              | fire flow valve                                       | EACH  | 1          | \$ 1,750.00  | \$ 1,750.00     | 2          | \$ 2,500.00   | \$ 5,000.00     | 1.00                | \$ 750.00            | \$ 3,250.00           |                                                                                                   |
| 29                                                              | domestic service                                      | EACH  | 35         | \$ 1,100.00  | \$ 38,500.00    | 70         | \$ 1,500.00   | \$ 105,000.00   | 35.00               | \$ 400.00            | \$ 66,500.00          |                                                                                                   |
| 30                                                              | salvage and reinstall hydrant                         | EACH  | 1          | \$ 2,500.00  | \$ 2,500.00     | 2          | \$ 2,500.00   | \$ 5,000.00     | 1.00                | \$ -                 | \$ 2,500.00           |                                                                                                   |
| 31                                                              | install hydrant                                       | EACH  | 3          | \$ 6,000.00  | \$ 18,000.00    | 3          | \$ 9,500.00   | \$ 28,500.00    | 0.00                | \$ 3,500.00          | \$ 10,500.00          |                                                                                                   |
| <b>Subtotal Watermain</b>                                       |                                                       |       |            |              | \$ 219,200.00   |            | \$ 311,050.00 | 0.00            | \$ -                | \$ 91,850.00         |                       |                                                                                                   |
| <b>Private Utilities</b>                                        |                                                       |       |            |              |                 |            |               |                 |                     |                      |                       |                                                                                                   |
| 32                                                              | Joint Trench - Drilled County Road                    | LF    | 70         | \$ 200.00    | \$ 14,000.00    | 70         | \$ 200.00     | \$ 14,000.00    | 0.00                | \$ -                 | \$ -                  | Quantity increase due to additional street and parking request, Price increase to 2022 costs      |
| 33                                                              | Joint Trench                                          | LF    | 750        | \$ 100.00    | \$ 75,000.00    | 900        | \$ 110.00     | \$ 99,000.00    | 150.00              | \$ 10.00             | \$ 24,000.00          |                                                                                                   |
| 34                                                              | Parking Lot Lights                                    | 0     | 0          | \$ -         | \$ -            | 0          | \$ 20,000.00  | \$ -            | 0.00                | \$ 20,000.00         | \$ -                  |                                                                                                   |
| 35                                                              | street lights                                         | EACH  | 0          | \$ 10,000.00 | \$ -            | 0          | \$ 10,000.00  | \$ -            | 0.00                | \$ -                 | \$ -                  |                                                                                                   |
| <b>Subtotal Private Utilities</b>                               |                                                       |       |            |              | \$ 89,000.00    |            | \$ 113,000.00 | 0.00            | \$ -                | \$ 24,000.00         |                       |                                                                                                   |

| ITEM NO                             | ITEM                                               | UNIT |      |               |               | QUANTITY | UNIT PRICE      | ESTIMATED COSTS | QUANTITY DIFFERENCE | UNIT COST DIFFERENCE | TOTAL COST DIFFERENCE |                                                                                              |
|-------------------------------------|----------------------------------------------------|------|------|---------------|---------------|----------|-----------------|-----------------|---------------------|----------------------|-----------------------|----------------------------------------------------------------------------------------------|
| <b>Storm Sewer</b>                  |                                                    |      |      |               |               |          |                 |                 |                     |                      |                       |                                                                                              |
| 36                                  | Storm Sewer                                        | LF   | 1120 | \$ 80.00      | \$ 89,600.00  | 1615     | \$ 120.00       | \$ 193,800.00   | 495                 | \$ 40.00             | \$ 104,200.00         |                                                                                              |
| 37                                  | temporary storm sewer                              | LF   | 0    | \$ 5,000.00   | \$ -          | 0        | \$ 5,000.00     | \$ -            | 0                   | \$ -                 | \$ -                  |                                                                                              |
| 38                                  | Storm Sewer Manhole                                | EACH | 5    | \$ 3,500.00   | \$ 17,500.00  | 9        | \$ 5,300.00     | \$ 47,700.00    | 4                   | \$ 1,800.00          | \$ 30,200.00          |                                                                                              |
| 39                                  | 2x3 catch basin                                    | EACH | 3    | \$ 3,000.00   | \$ 9,000.00   | 3        | \$ 3,500.00     | \$ 10,500.00    | 0                   | \$ 500.00            | \$ 1,500.00           |                                                                                              |
| 40                                  | 27" catchbasin                                     | EACH | 0    | \$ 1,500.00   | \$ -          | 0        | \$ 3,500.00     | \$ -            | 0                   | \$ 2,000.00          | \$ -                  |                                                                                              |
| 41                                  | flared end section                                 | EACH | 2    | \$ 1,000.00   | \$ 2,000.00   | 2        | \$ 3,000.00     | \$ 6,000.00     | 0                   | \$ 2,000.00          | \$ 4,000.00           |                                                                                              |
| 42                                  | outlet control structure                           | EACH | 1    | \$ 5,500.00   | \$ 5,500.00   | 1        | \$ 12,000.00    | \$ 12,000.00    | 0                   | \$ 6,500.00          | \$ 6,500.00           |                                                                                              |
| <b>Subtotal Storm Sewer</b>         |                                                    |      |      |               | \$ 123,600.00 |          |                 | \$ 270,000.00   |                     |                      | \$ 146,400.00         |                                                                                              |
| <b>Amenities</b>                    |                                                    |      |      |               |               |          |                 |                 |                     |                      |                       |                                                                                              |
| 43                                  | Pickleball Courts (6) (Concrete)                   | EA   | 1    | \$ 120,000.00 | \$ 120,000.00 | 1        | \$ 200,000.00   | \$ 200,000.00   | 0                   | \$ 80,000.00         | \$ 80,000.00          | Increase in pickleball courts due to additional request, Price increase to 2022 costs        |
| 44                                  | Hockey Rink (200' x 85')                           | EA   | 1    | \$ 100,000.00 | \$ 100,000.00 | 1        | \$ 120,000.00   | \$ 120,000.00   | 0                   | \$ 20,000.00         | \$ 20,000.00          | Price increase to 2022 costs                                                                 |
| 45                                  | Splash Pad                                         | LS   | 1    | \$ 250,000.00 | \$ 250,000.00 | 1        | \$ 450,000.00   | \$ 450,000.00   | 0                   | \$ 200,000.00        | \$ 200,000.00         |                                                                                              |
| 46                                  | Volleyball                                         | EA   | 0    | \$ 5,000.00   | \$ -          | 1        | \$ 10,000.00    | \$ 10,000.00    | 1                   | \$ 5,000.00          | \$ 10,000.00          |                                                                                              |
| 47                                  | Playgrounds                                        | EA   | 1    | \$ 90,000.00  | \$ 90,000.00  | 3        | \$ 150,000.00   | \$ 450,000.00   | 2                   | \$ 60,000.00         | \$ 360,000.00         | additional quantity due to requests, Price increase to 2022 costs                            |
| 48                                  | Bathroom/changing Room/Splash Pad Utility Building | LS   | 0    | \$ -          | \$ -          | 1        | \$ 1,500,000.00 | \$ 1,500,000.00 | 1                   | \$ 1,500,000.00      | \$ 1,500,000.00       | added bid item from requests                                                                 |
| 49                                  | Basketball/Tennis Court                            | EA   | 0    | \$ -          | \$ -          | 1        | \$ 160,000.00   | \$ 160,000.00   | 1                   | \$ 160,000.00        | \$ 160,000.00         |                                                                                              |
| <b>Subtotal Amenities</b>           |                                                    |      |      |               | \$ 560,000.00 |          |                 | \$ 2,890,000.00 | 0                   | \$ -                 | \$ 2,330,000.00       |                                                                                              |
| <b>Street Improvements</b>          |                                                    |      |      |               |               |          |                 |                 |                     |                      |                       |                                                                                              |
| 50                                  | Bituminous - Street                                | TON  | 314  | \$ 75.00      | \$ 23,550.00  | 950      | \$ 90.00        | \$ 85,500.00    | 636                 | \$ 15.00             | \$ 61,950.00          | Quantity increase due to additional street and parking request, Price increase to 2022 costs |
| 51                                  | Bituminous - Parking Lot                           | TON  | 2466 | \$ 80.00      | \$ 197,280.00 | 3940     | \$ 100.00       | \$ 394,000.00   | 1474                | \$ 20.00             | \$ 196,720.00         |                                                                                              |
| 52                                  | Bituminous - Trail                                 | TON  | 177  | \$ 90.00      | \$ 15,930.00  | 257      | \$ 125.00       | \$ 32,125.00    | 80                  | \$ 35.00             | \$ 16,195.00          |                                                                                              |
| 53                                  | Bituminous Material for Tack Coat                  | GAL  | 620  | \$ 2.00       | \$ 1,240.00   | 1050     | \$ 3.00         | \$ 3,150.00     | 430                 | \$ 1.00              | \$ 1,910.00           |                                                                                              |
| 54                                  | 6" Concrete Walk                                   | SF   | 0    | \$ 6.00       | \$ -          | 10500    | \$ 7.00         | \$ 73,500.00    | 10500               | \$ 1.00              | \$ 73,500.00          |                                                                                              |
| 55                                  | Class 5 aggregate                                  | TON  | 4160 | \$ 20.00      | \$ 83,200.00  | 13100    | \$ 27.00        | \$ 353,700.00   | 8940                | \$ 7.00              | \$ 270,500.00         |                                                                                              |
| 56                                  | Select Granular                                    | TON  | 940  | \$ 25.00      | \$ 23,500.00  | 2350     | \$ 30.00        | \$ 70,500.00    | 1410                | \$ 5.00              | \$ 47,000.00          |                                                                                              |
| 57                                  | Concrete Curb & Gutter                             | LF   | 1000 | \$ 15.00      | \$ 15,000.00  | 2400     | \$ 30.00        | \$ 72,000.00    | 1400                | \$ 15.00             | \$ 57,000.00          |                                                                                              |
| 58                                  | Draintile                                          | LF   | 1000 | \$ 10.00      | \$ 10,000.00  | 2400     | \$ 25.00        | \$ 60,000.00    | 1400                | \$ 15.00             | \$ 50,000.00          |                                                                                              |
| 59                                  | Woodchip Trail                                     | LF   | 0    | \$ -          | \$ -          | 0        | \$ 50.00        | \$ -            | 0                   | \$ 50.00             | \$ -                  |                                                                                              |
| 60                                  | Turn Lane Improvements                             | LS   | 0    | \$ -          | \$ -          | 1        | \$ 450,000.00   | \$ 450,000.00   | 1                   | \$ 450,000.00        | \$ 450,000.00         |                                                                                              |
| <b>Subtotal Street Improvements</b> |                                                    |      |      |               | \$ 369,700.00 |          |                 | \$ 1,594,475.00 |                     |                      | \$ 1,224,775.00       |                                                                                              |

|                    |                        |                      |
|--------------------|------------------------|----------------------|
| Subtotal           | \$ 5,679,636.00        | \$ 283,724.00        |
| 30% Indirect Costs | \$ 1,703,890.80        | \$ 85,117.20         |
| <b>Total</b>       | <b>\$ 7,383,526.80</b> | <b>\$ 368,841.20</b> |

## **Appendix Item C**

Open Space Park with  
Boardwalk and  
Neighborhood Park in the  
Bellwether Neighborhood



### LEGEND

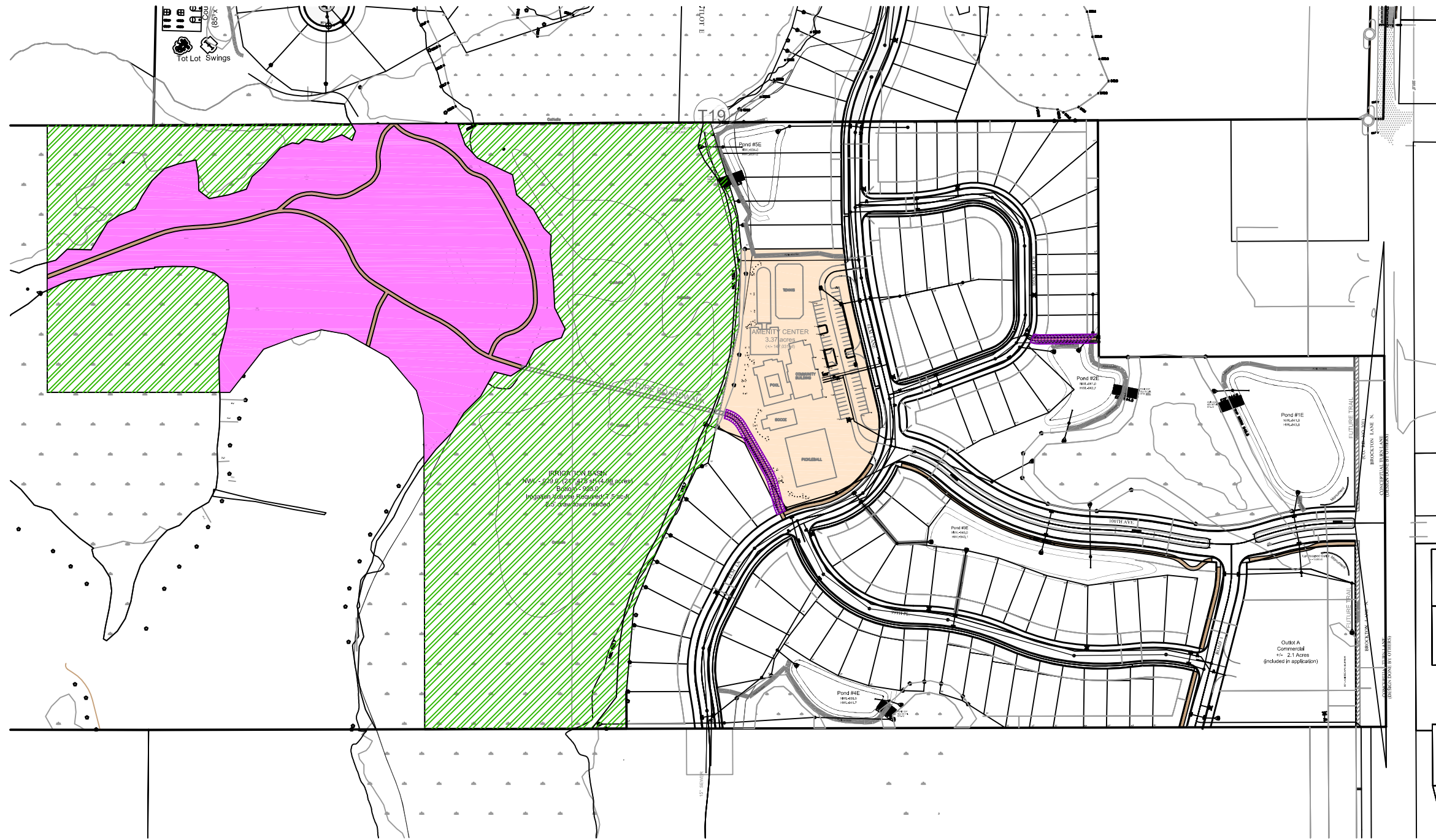
|              |              |
|--------------|--------------|
| 44' WIDE LOT | WETLAND      |
| 50' WIDE LOT | POND         |
| 60' WIDE LOT | TRAIL        |
| SIDEWALK     | FUTURE TRAIL |

### SITE DATA

44' LOTS - 153  
 50' LOTS - 181  
 60' LOTS - 64  
 TOTAL - 398 SINGLE FAMILY LOTS

## CONCEPT PLAN

# Bellwether 1st Addition - Park Dedication



- Park Dedication Area - Upland
- Wetland Dedication Area
- Amenity Lot Area
- Trail Easement Area
- Proposed trail

**Park Dedication**

Gross Area - 27.68 acres

Wetland Area - 18.75 acres

Net Park Dedication (Upland) - 27.68 - 18.75 = 8.93 acres

**Amenity Lot**

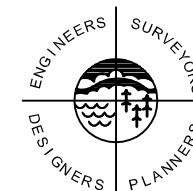
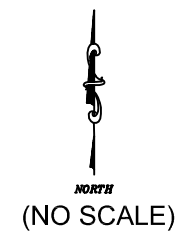
Gross Area - 3.37 acres

Net Amenity Lot Area = 3.27 acres

Trail Easement Area - 0.18 acres

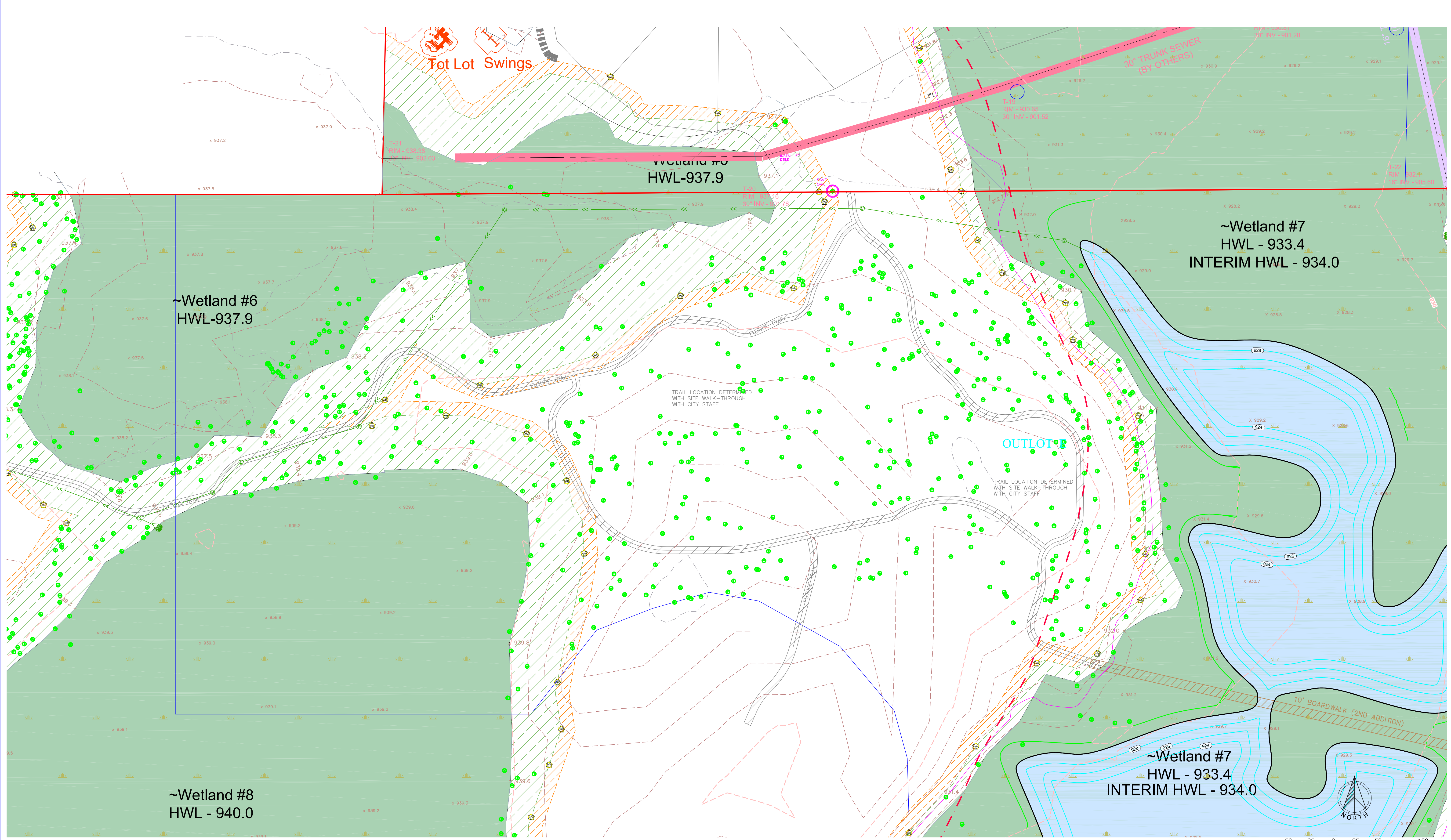
Total Trail Length - 4,285 LF

Trail Construction Estimate - \$20 x 4,285 LF = \$85,700



**SATHRE-BERGQUIST, INC.**

150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000



EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

| DRAWING NAME | NO. | BY  | DATE     | REVISIONS                            |
|--------------|-----|-----|----------|--------------------------------------|
| NE - SHEETS  | 11  | MJV | 11/01/18 | SIDEWALK, PED RAMP & WM REVISION     |
| DRAWN BY     | 12  | ERJ | 11/20/18 | TEMP CDS REVISION - PLAN UPDATES     |
| ERJ          | 13  | ERJ | 01/03/19 | PARK TRAIL/STORM REVISIONS           |
| CHECKED BY   | 14  | ERJ | 03/07/19 | WATERMAIN CONNECTION/METER REVISIONS |
| RSM          | 15  | ERJ | 03/22/19 | WATERMAIN CONNECTION/METER REVISIONS |
| DATE         | 16  | ERJ | 05/03/19 | IRRIGATION POND (WET 7) REVISIONS    |
| 07/13/18     | 17  | ERJ | 07/10/19 | WATERMAIN REVISION                   |

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Robert S. Molstad*  
 ROBERT S. MOLSTAD, P.E.  
 Date: 07/13/18 Lic. No. 26428

ENGINEERS SURVEYORS  
 DESIGNERS PLANNERS

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
 ---

**CORCORAN,  
 MINNESOTA**

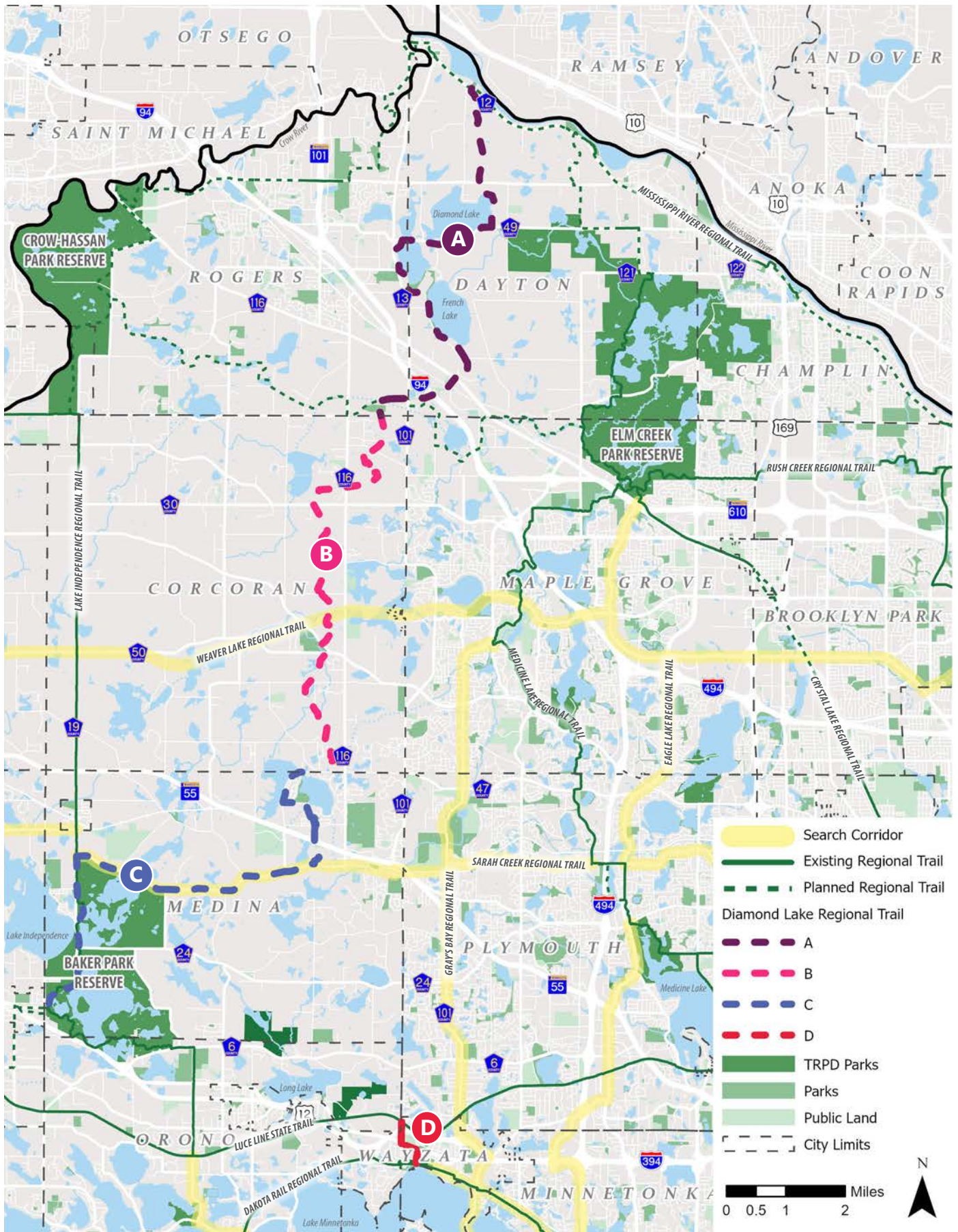
**PARK TRAIL LOCATION  
 BELLWETHER 1ST ADDITION  
 PULTE HOMES OF MINNESOTA, LLC**

FILE NO.  
 72905-313



## **Appendix Item D**

Three Rivers Park District  
Excerpt from the  
Diamond Lake Regional Trail  
Master Plan



**MAP 15 | DIAMOND LAKE REGIONAL TRAIL & DAKOTA RAIL - LUCE LINE CONNECTOR CORRIDOR MAP**  
 SOURCE: PARK DISTRICT

## SEGMENT B | CITY OF CORCORAN

Segment B will extend through the City of Corcoran (**Maps 18 & 19**). Much of Segment B will be constructed independent of road right-of-way through future and planned developments. Segment B is separated into four subsegments which are described in greater detail in the following sections.

### Segment B Cost Estimates

The total acquisition and construction cost to build Segment B in Corcoran is \$11.58 million as shown in **Table 27** below. This segment requires right-of-way acquisitions and substantial trail infrastructure including two boardwalks and trail underpass. A planning-level cost estimate was prepared, and cost estimate methodology is outlined in Appendix A.

**TABLE 27 | SEGMENT B COST SUMMARY**

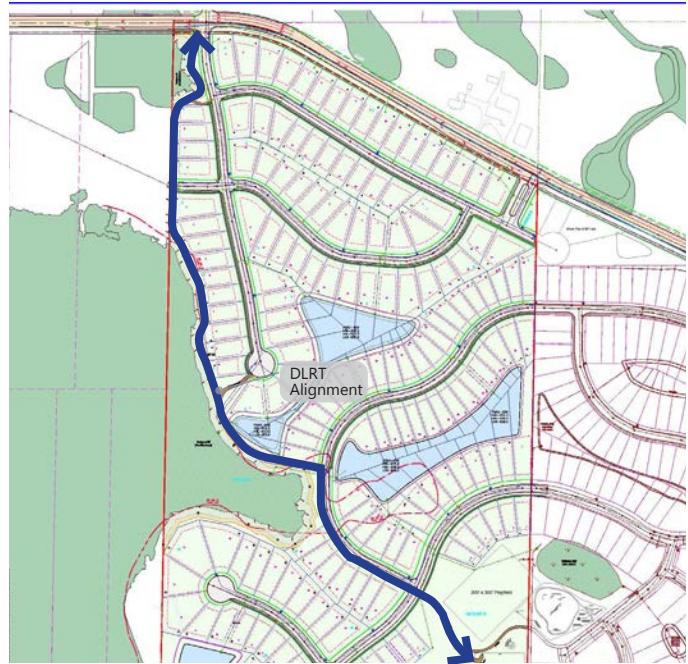
SOURCE: PARK DISTRICT

| Segment      | Length (miles) | Acquisition Cost   | Design & Construction Cost | Segment Subtotal    |
|--------------|----------------|--------------------|----------------------------|---------------------|
| B-1          | 3.02           | \$301,000          | \$3,475,000                | \$3,776,000         |
| B-2          | 1.75           | \$756,000          | \$1,609,000                | \$2,365,000         |
| B-3          | 2.19           | \$418,000          | \$3,032,000                | \$3,450,000         |
| B-4          | 1.93           | \$224,000          | \$1,766,000                | \$1,990,000         |
| <b>TOTAL</b> | <b>8.89</b>    | <b>\$1,699,000</b> | <b>\$9,882,000</b>         | <b>\$11,581,000</b> |

### Segment B-1

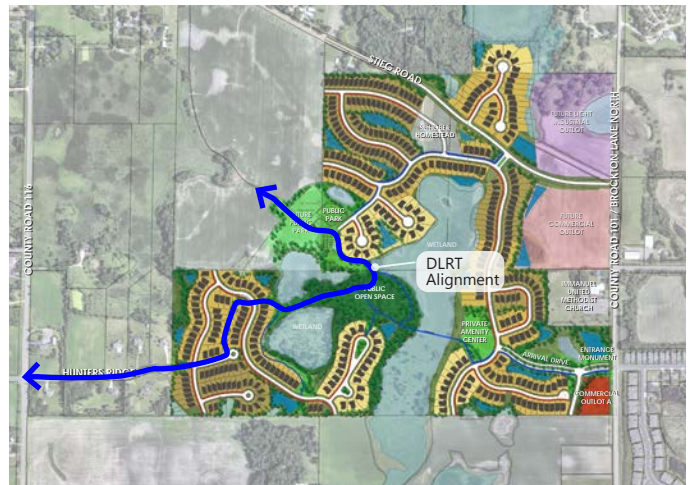
Segment B-1 extends through Corcoran from the City of Dayton limits to County Road 30. Apart from a short segment on Hunters Ridge Road, segment B-1 will be outside road right-of-way. The current land use the segment B-1 extends through is predominantly agricultural land. However, it is anticipated that the agricultural land will develop over time.

The trail extends south out of Stieg Woods and extends south through agricultural land to Stieg Road. It will cross Stieg Road at-grade, and will extend through the Amberley subdivision, a development that will include 76 single-family lots (**Figure 13**). The trail will extend along the north and west side of the development on land set aside for the regional trail. South of the Amberly Subdivision, the trail will extend through the Bellwether Development, which is being constructed as a retirement community on land set aside for the regional trail (**Figure 14**). The Diamond Lake Regional Trail will complement the vision of the Amberley and Bellwether developments as communities that promote



**FIGURE 13 | AMBERLEY DEVELOPMENT**

SOURCE: CITY OF CORCORAN

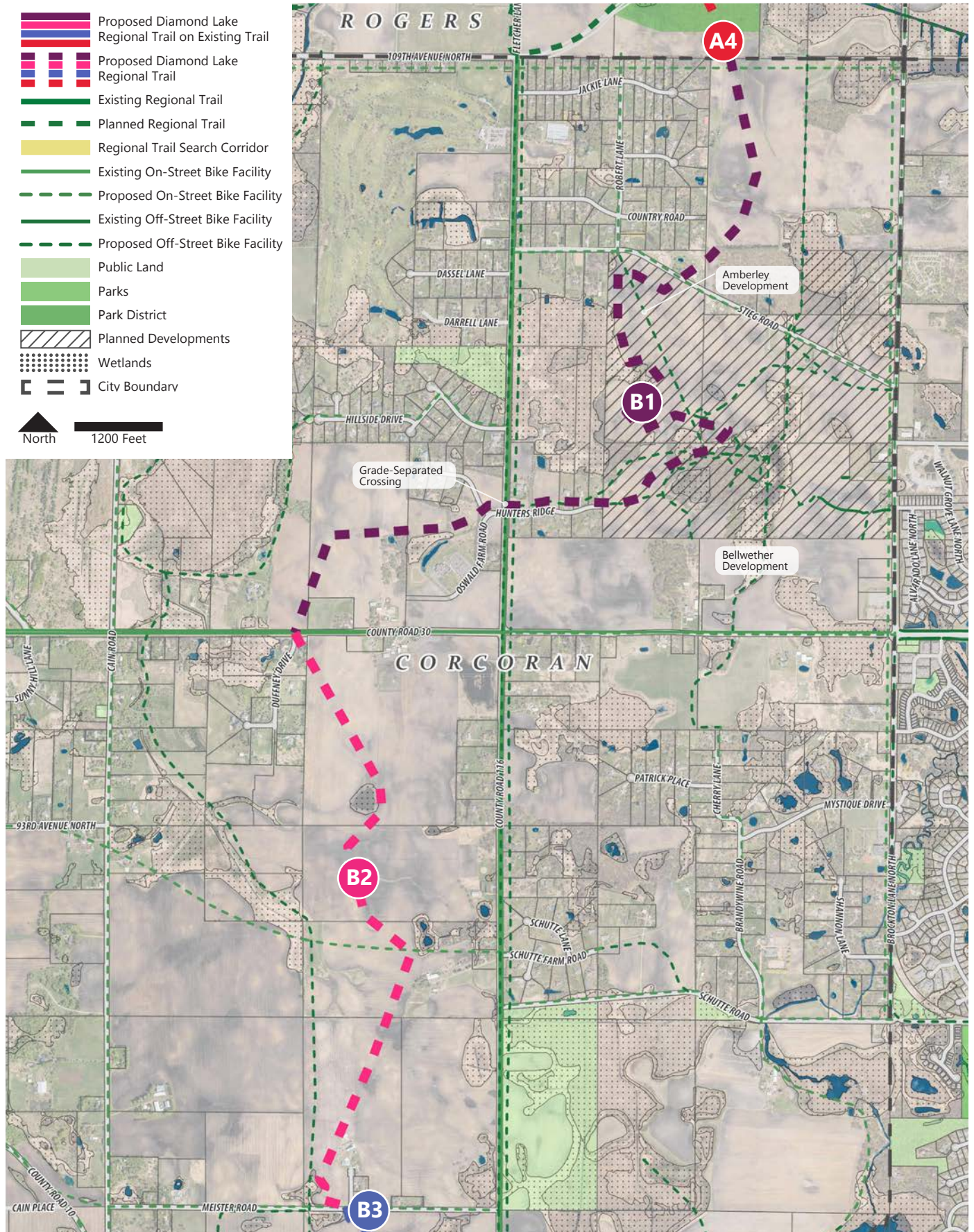


**FIGURE 14 | BELLWETHER DEVELOPMENT**

SOURCE: CITY OF CORCORAN

an active and social lifestyle. It is envisioned that other subsegments of segment B-1 will be constructed in concurrence with development like the Amberley and Bellwether developments.

The trail will extend southwest along Hunter's Ridge to the intersection of County Road 116. The trail will cross the county road in a grade-separated crossing to provide a safe crossing for trail users and pedestrians. Additional design and feasibility analysis will be needed for the crossing facility, as road improvements and land development occur. On the west side of County Road 116, the trail will extend west along the north side of Hope Community Church, crossing over Oswald Farm Road.



**MAP 18 | SEGMENTS B1 AND B2**  
 SOURCE: PARK DISTRICT

A Level B Kiosk will be located at the Hope Community Church parking lot. West of the church, the trail will extend south to County Road 30 over agricultural land. The crossing of County Road 30 at Duffney Drive will be at-grade.

### Segment B-2

Segment B-2 extends south from County Road 30 to Meister Road. Segment B-2 extends through five parcels of agricultural land. It is anticipated that this agricultural land will develop into residential neighborhoods over time. The Park District will work to obtain a corridor of land independent of any future road systems to create a linear park that may be as wide as 200 feet. The proposed trail corridor will serve as an ecological corridor in addition to a recreation and non-motorized transportation corridor through the future neighborhoods. At Meister Road, the trail will cross at-grade to the south and into property that is presently being developed as the Rush Creek Reserve.

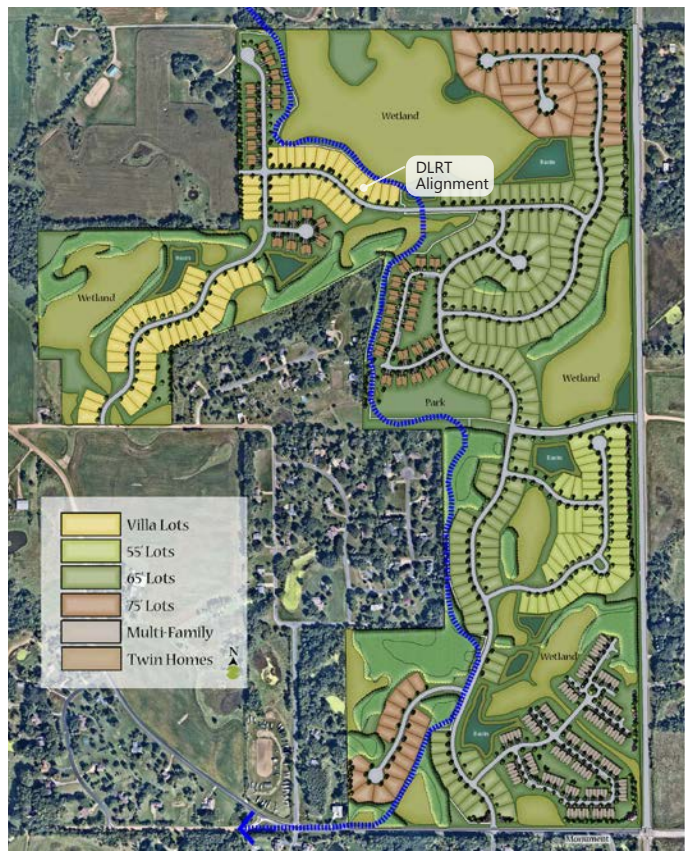
### Segment B-3

Segment B-3 extends from Meister Road to Larkin Road. Segment B-3 crosses the Weaver Lake Regional Trail search corridor, a key east-west regional trail corridor that will be planned and developed by the Park District at a later date. Trail segment B-3 will have two wetland crossings north of the Weaver Lake Regional Trail search corridor that may require boardwalk structures. All other wetlands in the vicinity should be outside the extents of trail development. South of the Weaver Lake Regional Trail search corridor, segment B-3 will extend entirely through the Rush Creek planned development (**Figure 15**). The northern most development is Rush Creek Reserve, a residential development. The Diamond Lake Regional Trail will extend along a trail that is being constructed as part of the development. The trail in the development extends along Walnut Lane before leaving road right-of-way into public open space. From Rush Creek Reserve, the Diamond Lake Regional Trail will cross County Road 10, at-grade, into the Corcoran City Park. This may change to a grade-separated crossing if development significantly increases traffic volumes. The City of Corcoran has prepared a master plan for park improvements at the City Park that include trails. A Level A System Kiosk will be located at the City Park. A local trail connection is planned along the north side of County Road 10 with a proposed trail underpass at

County Road 116 to provide access to the east side of the roadway, and to future trails that will lead to City Hall. The Diamond Lake Regional Trail alignment will extend along the proposed park access road as shown in the park master plan.



**FIGURE 15 | RUSH CREEK DEVELOPMENT**  
SOURCE: CITY OF CORCORAN



**FIGURE 16 | TAVERA DEVELOPMENT**  
SOURCE: CITY OF CORCORAN



The third development in Segment B-3 is an industrial development located south of the County Road 50 and the City Park. The trail will cross County Road 50 and extend south into the proposed industrial development. The trail will be within a corridor up to 50 feet wide that will also serve as an ecological corridor through the industrial development.

### Segment B-4

Segment B-4 extends from Larkin Road to Hackamore Road, the Medina - Corcoran city boundary line. At Larkin Road, the trail will cross at-grade. South of Larkin Road, a significant portion of the proposed trail alignment extends through The Tavera by Lennar residential development. The northern portion of segment B-4 outside The Tavera development (**Figure 16**) extends adjacent to wetlands through existing agricultural land that is anticipated to develop over time. In the Tavera development, the Diamond Lake Regional Trail will extend along the trail corridor that is included in the development. The trail will extend outside the road right-of-way behind residential properties and adjacent to wetlands and parks. The trail corridor will serve as an ecological corridor that protects wetlands and increases ecological diversity.

## SEGMENT C | CITY OF MEDINA

Segment C extends through the City of Medina (**Maps 20 & 21**) from the northern boundary with the City of Corcoran to the trail terminus in Baker Park Reserve. Trail Segment C will be constructed in both public right-of-way and across some private parcels.

Segment C is separated into five subsegments which are described in greater detail in the following sections.

### Segment C Cost Estimates

The total acquisition and construction cost to build Segment C in Medina is \$16.07 million as shown in

**Table 28** below. This segment requires right-of-way acquisitions and substantial trail infrastructure including a boardwalk and pedestrian bridge. A planning-level cost estimate was prepared, and cost estimate methodology is outlined in Appendix A.

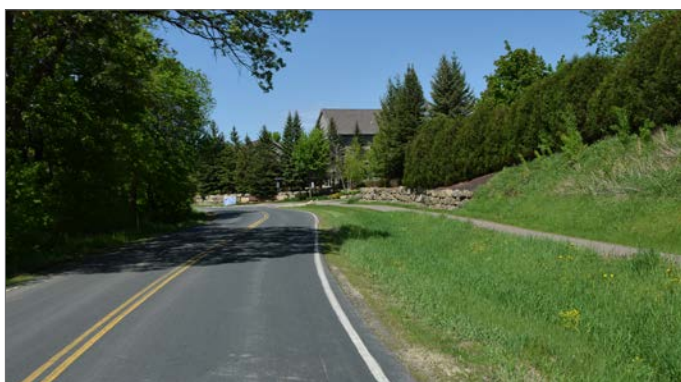
**TABLE 28 | SEGMENT C COST SUMMARY**

SOURCE: PARK DISTRICT

| Segment      | Length (miles) | Acquisition Cost | Design & Construction Cost | Segment Subtotal    |
|--------------|----------------|------------------|----------------------------|---------------------|
| C-1          | 0.97           | \$209,000        | \$921,000                  | \$1,128,000         |
| C-2          | 2.08           | \$191,000        | \$2,867,000                | \$3,055,000         |
| C-3          | 2.15           | \$269,000        | \$9,935,000                | \$8,387,000         |
| C-4          | 1.64           | N/A              | \$1,549,000                | \$1,545,000         |
| C-5          | 3.13           | N/A              | \$132,000                  | \$132,000           |
| <b>TOTAL</b> | <b>9.97</b>    | <b>\$669,000</b> | <b>\$15,404,000</b>        | <b>\$16,073,000</b> |

### Segment C-1

Segment C-1 extends along Hackamore Road and Arrowhead Drive from Snyder Road to Chippewa Road. The entire length of Segment C-1 is in public road right-of-way. Hackamore Road is a low traffic volume narrow road with scenic views of the wetland to the west. The road north of the existing residential development is a gravel road. It is anticipated that the trail will be constructed as part of future road reconstruction that will likely include paving the roadway. The trail will cross Hackamore Road at-grade. While the trail can be constructed in road right-of-way, potential additional right-of-way easements may be needed for ditch grading. On the south side of Segment C-1, the proposed trail will connect with an existing segment of local trail that extends along the east side of Arrowhead Drive from Bridgewater Road south to Chippewa Road. A Level B Kiosk will be located at the intersection of Hackamore Road and Arrowhead Drive.



Arrowhead Drive in Medina.



Fields of Medina Park.

# STAFF REPORT

# Agenda Item: 10a.

|                                                      |                                                         |
|------------------------------------------------------|---------------------------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023           | <b>Prepared By:</b><br>Jessica Beise and Kendra Lindahl |
| <b>Topic:</b><br>Resident Garage 22355 Oakdale Drive | <b>Action Required:</b><br>Feedback                     |

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## Summary

City planner Davis has been working with Jay Brown regarding his desire to build a new accessory building on his property at 22355 Oakdale. The 6.52-acre parcel already has three detached accessory structures and exceeds the total allowed accessory building area. Planner Davis recommended that he combine that parcel with the 13.11-acre parcel that he owns at 22323 Oakdale, because combining the two parcels would allow him to request a conditional use permit to allow more than 3,969 sq. ft. of detached accessory area. The new accessory structure would be 780 sq. ft. with 12'8" sidewalls. Section 1030.020 of the City Code requires a minimum of 12" eaves and 24" overhangs. To build the structure as proposed would require a lot consolidation, a conditional use permit for building size and a variance from the overhang requirements.

Mr. Brown asked to meet with City staff to discuss his options. Planner Davis reiterated that three applications would be required:

1. A lot consolidation (which could be administratively approved)
2. A conditional use permit for building size
3. A variance from the overhang requirements.

Planner Davis stated that she did not believe the variance standards could be met and suggested that a zoning ordinance text amendment to eliminate the overhang requirements might be a better alternative to the variance.

During the meeting, Mr. Brown noted that he had received approval for a barn addition in 2004. At that meeting, city staff indicated that they would research the previous approvals and follow up. Those files are off-site being archived and staff has not been able to review the file but has requested that they be returned for review. However, we did find that Resolution 2004-38 approving a lot consolidation and Resolution 2004-39 approving a conditional use permit were filed at Hennepin County. Until we have the staff report returned from off-site, we cannot confirm specifically what the conditional use permit approved. It appears that the conditional use permit was granted contingent upon the lot consolidation and while the resolution was filed the lot consolidation itself was not.

Staff recommends that Mr. Brown submit the required lot consolidation forms and materials to the City for administrative approval. Mr. Brown would then need to record the forms at the County to complete the lot consolidation. Since it appears that the lot consolidation was previously approved, but that Mr. Brown did not file it at the County in 2004, the City Council could choose to waive the lot consolidation fees/escrow.



The project proposed by Mr. Brown will still require a conditional use permit and variance application to be submitted for review and approval. Alternatively, he could request a zoning ordinance text amendment to eliminate that overhang requirements. If the Council approved that change, then only a conditional use permit would be required in order to building the desired accessory building.

### **Financial/Budget**

Not applicable if a land use application is submitted.

### **Options**

1. Provide feedback to resident.

### **Recommendation**

Provide feedback to resident.

### **Council Action**

Provide feedback to resident.

### **Attachments**

1. Garage Information Provided by Resident
2. Resolution 2004-38
3. Resolution 2004-39

**Proposed New Garage at 22355 Oakdale Drive**

**August 16, 2023**

Jay Brown and Stacene Maroushek, 612-532-2964

**Purpose:** Collector car and/or RV storage

**Size:** 26' X 30'

**Building design:** Barn structure to match existing buildings and maintain the rural appearance of the property, 12'8" sidewall with 11' garage door for double stack car lift or RV storage

**Requirements:** Based on overview of city ordinances and a meeting with city planners, need lot consolidation, CUP, variance to proceed

**Proposed Garage Design:**

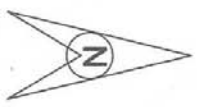
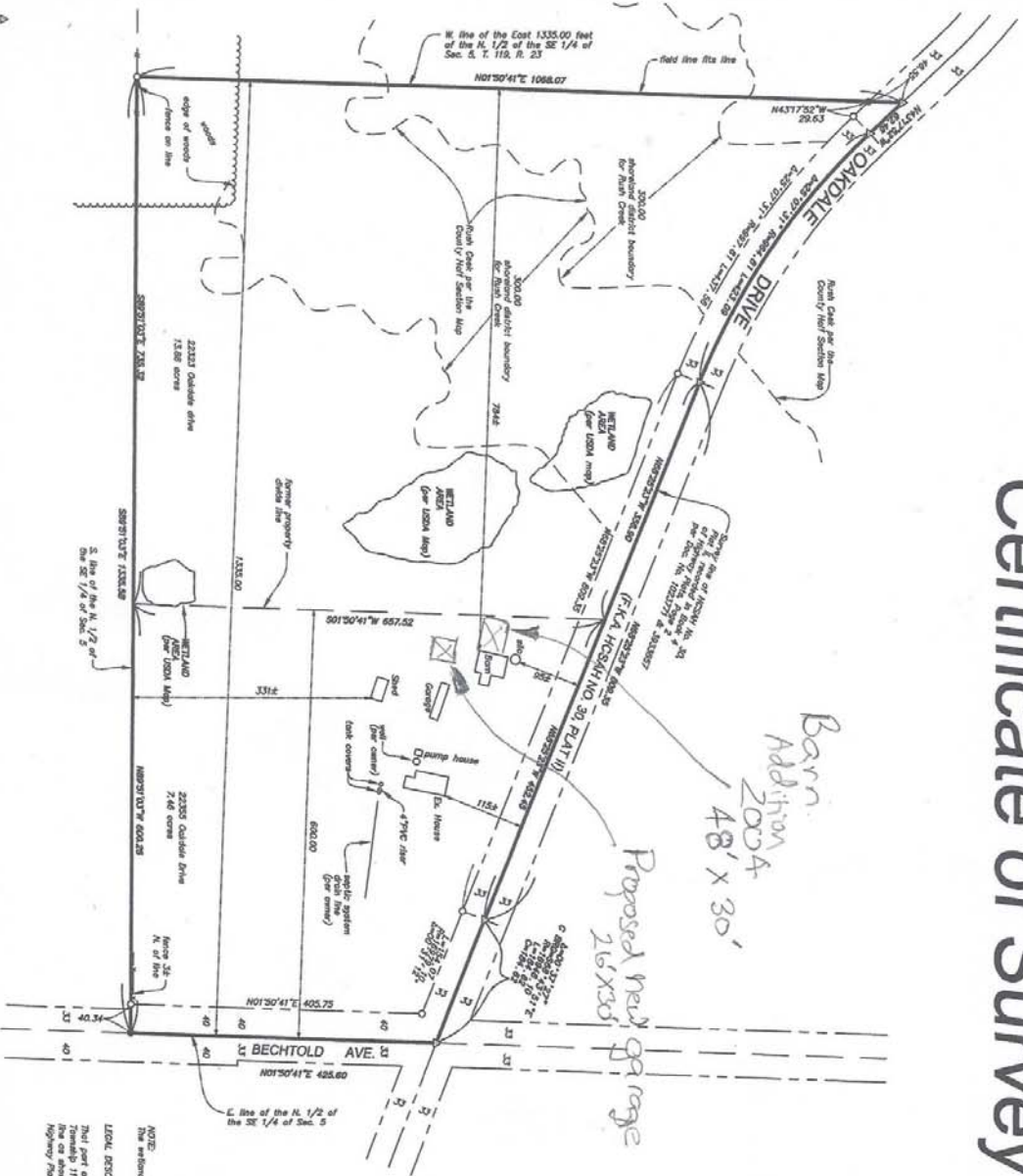
This is a ~\$20K building kit from Menards, will require ~\$10K in concrete slab and foundation work.



**Questions for the City Council:**

- Based on the information presented here, are the lot consolidation permits and CUP likely to be approved?
- The variance for roof overhang is not likely to be approved, based on city ordinance rules; can the 24" overhang rule for the 12'+ sidewall be suspended so that the new building will match the existing buildings?
- Are the ~\$11K in expenses and fees really necessary for this ~\$30K project

# Certificate of Survey



AREA = 21.32 ACRES

- denotes iron monument found
- denotes iron pipe set and marked as shown:
- ⊙ denotes soil boring
- ⊕ denotes percussion test hole

Requested By: **Jay Brown**  
 Date: 12/16/03  
 Drawn By: D.N.A.  
 Scale: 1"=100'  
 Checked By: E.J.O.

Certificate of Survey on parcel in the N. 1/2 of the SE 1/4 of Sec. 5, T. 119, R. 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 Professional Engineer under the laws of the State of Minnesota.

**OTTO**  
 ENGINEERS AND LAND SURVEYORS, INC.  
 9 West Bankhart St.  
 Minneapolis, MN 55412  
 Ph: (763) 824-4727  
 Fax: (763) 862-3522  
 www.ottosurveyors.com

Web Site:  
 www.ottosurveyors.com  
 9 West Bankhart St.  
 Minneapolis, MN 55412  
 Ph: (763) 824-4727  
 Fax: (763) 862-3522

Reviewed:  
 03/02/04 M.K.A.  
 04/09/04 E.L.L.  
 City Changes  
 Job No. 1-03-0729

NOTE:  
 All reference shown are from 1924 Map provided by the client.  
 LOCAL DESIGNATION  
 That part of the East 1/2 of the North Half of the Southeast Quarter of Section 5, Township 119, Range 23, Hennepin County, Minnesota, that lies Southwesterly of the survey line shown on the attached plat is shown as recorded in Book 4 of Highway Plats, Page 2, in the office of the County Recorder.



**2004 Barn  
Addition,  
48' X 30'**

**Existing Structures**

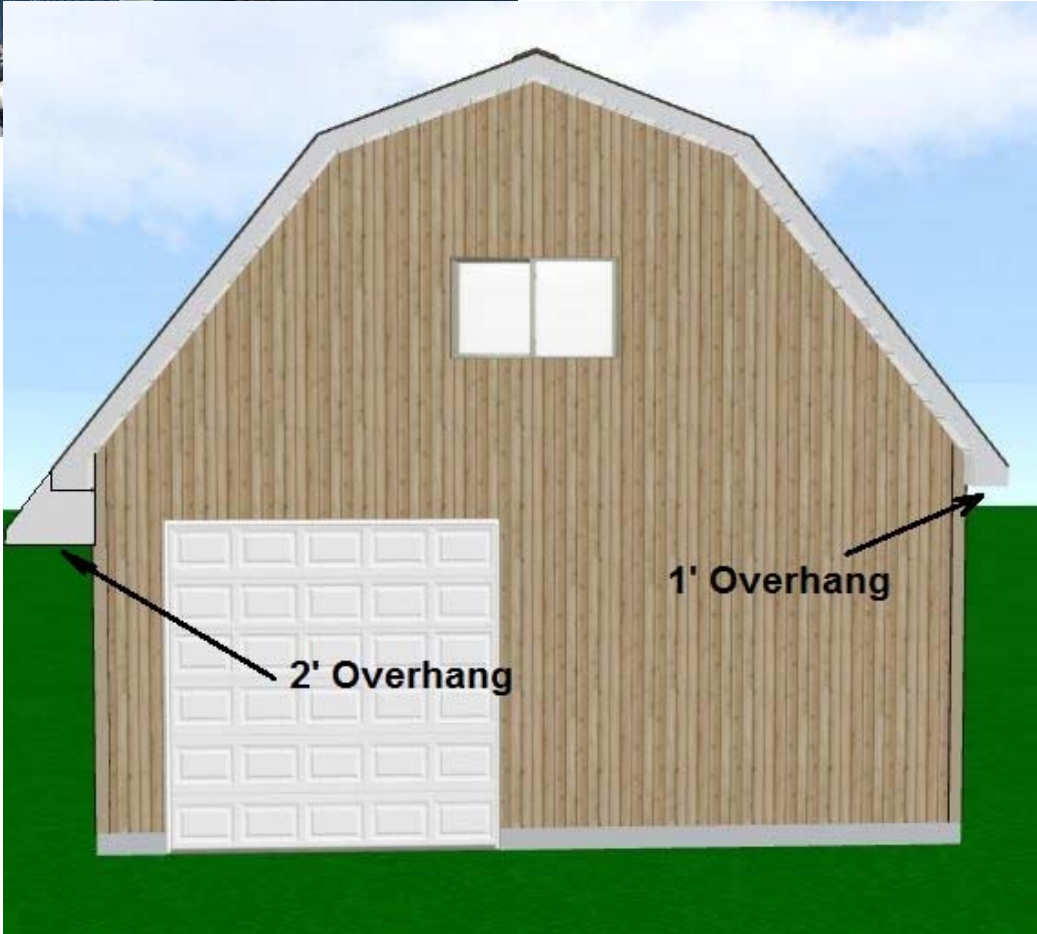


**Location for  
Proposed Garage**



Existing Barn Structures have a one foot overhang.

Two foot overhang does not match existing structures, looks bad, and detracts from the rural appearance of the property.



## City of Corcoran Cost Overview for Adding Garage

- Survey changes required by city (Otto Associates): \$ 1,500
- Building plans (Menards): \$ 500
- Lot Consolidation Costs
  - o Lot Consolidation Application Fee: \$ 100
  - o Lot Consolidation Escrow: \$ 1,500
- Building Costs
  - o Conditional Use Permit Application Fee: \$ 500
  - o Conditional Use Permit Escrow: \$ 2,200
  - o Wetland Delineation Application Fee: \$ 200
  - o Wetland Delineation Escrow: \$ 2,000
    - Wetland costs may not be required (?)
  - o Variance Fee (roof overhang) \$ 550
  - o Variance Escrow \$ 2,000
    - *Note: It is not likely we can meet the variance requirements*
  - o Alternative to Variance: Zoning Ordinance Amendment (??)

Total Costs \$ 11,050

- ***Note that paying these fees and expenses does not guarantee approval of the project***

### Questions for the City Council (reprinted from first page):

- Based on the information presented here, are the lot consolidation permits and CUP likely to be approved?
- The variance for roof overhang is not likely to be approved, based on city ordinance rules; can the 24" overhang rule for the 12'+ sidewall be suspended so that the new building will match the existing buildings?
- Are the ~\$11K in expenses and fees really necessary for this ~\$30K project

City of Corcoran  
County of Hennepin  
State of Minnesota

**CITY OF CORCORAN  
RESOLUTION 2004-38**

**MOTION BY: THOMAS  
SECONDED BY: LYMANGOOD**

APPROVING A LOT CONSOLIDATION FOR JAY BROWN AT 22355 OAKDALE DRIVE AND 22323 OAKDALE DRIVE.

WHEREAS, Jay Brown has requested a lot consolidation to create the parcel legally described as follows:

See Appendix A

WHEREAS, the Planning Commission has reviewed the request and recommends approval, and;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA, that it should and hereby does approve the request by Jay Brown for a lot consolidation, subject to the following findings and conditions:

1. The lot consolidation is approved to create one 21.32-acre parcel in accordance with the plans and application received on February 21, 2004 and revisions received on April 12, 2004.
2. The development shall comply with the RR district standards.
3. The landowner shall comply with the Wetland Conservation Act.
4. The landowner is encouraged to provide wetland buffers in compliance with Section 1050.010 of the Zoning Ordinance.
5. The landowner shall file the lot consolidation at Hennepin County prior to issuance of building permits.

ADOPTED by the City Council this 27<sup>th</sup> day of May 2004.

**VOTING AYE**

Bucher, John  
 Gageby, David  
 Guenthner, Ken  
 Thomas, Ron  
 Lymangood, Chuck

**VOTING NAY**

Bucher, John  
 Gageby, David  
 Guenthner, Ken  
 Thomas, Ron  
 Lymangood, Chuck

  
Kenneth Guenthner, Mayor

*City Seal*

ATTEST:

  
Kary Tillmann, City Clerk



## APPENDIX A

### Existing Legal Description

**Parcel A:** That part of the east 600 feet of the northeast quarter of the Southeast Quarter of Section 5, Township 119 North, Range 23 West of the 5<sup>th</sup> Principle Meridian, lying southerly of the survey line.

**Parcel B:** That part of the west 735 feet of the east 1335 feet of the north half of the southeast quarter of Section 5, Township 119, Range 23, Hennepin County, Minnesota, that lies southerly of the survey line as shown on the plat of the Former County Road No. 30 as recorded in Book 4 of Highway Plats, Page 2, in the office of the County Recorder.

### Proposed Legal Description

That part of the east 1335 feet of the north half of the southeast quarter of Section 5, Township 119, Range 23, Hennepin County, Minnesota, that lies southerly of the survey line as shown on the plat of the Former County Road No. 30 as recorded in Book 4 of Highway Plats, Page 2, in the office of the County Recorder.

*City of Corcoran  
County of Hennepin  
State of Minnesota*

**RESOLUTION 2004-39**

**MOTION BY: THOMAS  
SECONDED BY: LYMANGOOD**

**APPROVING A CONDITIONAL USE PERMIT FOR JAY BROWN AT 22355 OAKDALE DRIVE.**

WHEREAS, Jay Brown has requested a conditional use permit to exceed the maximum size, maximum sidewall height and overhang for detached accessory structures on the parcel legally described as follows:

That part of the east 1335 feet of the north half of the southeast quarter of Section 5, Township 119, Range 23, Hennepin County, Minnesota, that lies southerly of the survey line as shown on the plat of the Former County Road No. 30 as recorded in Book 4 of Highway Plats, Page 2, in the office of the County Recorder.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA, that it should and hereby does approve the request by Jay Brown for a conditional use permit, subject to the following findings and conditions:

1. The conditional use permit is approved in accordance with the plans and application received by the City on February 21, 2004 and revisions received on April 12, 2004, except as amended herein.
2. The development shall comply with the RR district standards.
3. The landowner shall comply with the Wetland Conservation Act.
4. The landowner is encouraged to provide wetland buffers in compliance with Section 1050.010 of the Zoning Ordinance.
5. The barn addition shall be finished to match the existing barn.
6. The accessory building may not be used as living space.

7. The buildings shall be used only for personal use. No commercial use of the buildings on the property shall be allowed.

ADOPTED by the City Council this 27<sup>th</sup> day of May 2004.

**VOTING AYE**

**Bucher, John**  
 **Gageby, David**  
 **Guenthner, Ken**  
 **Thomas, Ron**  
 **Lymangood, Chuck**

**VOTING NAY**

**Bucher, John**  
 **Gageby, David**  
 **Guenthner, Ken**  
 **Thomas, Ron**  
 **Lymangood, Chuck**

  
Kenneth Guenthner, Mayor

*City Seal*

ATTEST:

  
Kary Tillmann, City Clerk



**TRANSFER ENTERED**  
HENNEPIN COUNTY TAXPAYER SERVICES

Doc No 8377990 06/15/2004 12:00 PM  
Certified filed and or recorded on above date:

Office of the County Recorder  
Hennepin County, Minnesota

Michael H. Cunniff, County Recorder

Deputy 55

TransID 39952

Fees

\$15.00 DOC

\$5.00 SUR

\$5.00 MAIL

\$25.00 Total

**JUN 1 0 2004**

HENNEPIN COUNTY MINN.  
BY [Signature] DEPUTY

CITY OF CORCORAN

COUNTY OF HENNEPIN

STATE OF MINNESOTA

The undersigned duly qualified and City Clerk of the City of Corcoran hereby certifies that attached hereto is a copy of the original Resolution #2004 - 39 adopted by the Corcoran City Council on May 27, 2004, on file in the office of the City Clerk, City of Corcoran.

Dated this 1st day of June, 2004.

Kary Tillmann  
Kary Tillmann, City Clerk/Treasurer



A

8377990 + 991

6/15

Legal OSN is not in  
yet

## STAFF REPORT

Agenda Item: 10b.

|                                                  |                                           |
|--------------------------------------------------|-------------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023       | <b>Prepared By:</b><br>Michelle Friedrich |
| <b>Topic:</b><br>Organics Recycling Requirements | <b>Action Required:</b><br>Direction      |

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### Summary:

The City of Corcoran has maintained a contract for recycling services utilizing Republic Services as a provider since 2012. The current recycling contract expires December 31, 2024. Effective 2025, organics recycling will be required and will need to be implemented into the City's recycling management plan.

Hennepin County updated the County recycling ordinance in 2022 and requires implementation of residential access to organic recycling either as part of residential recycling, garbage hauling service, or through a City-wide organic drop-off location. The population threshold for required organics recycling includes cities with a population greater than 5,000. The Minnesota pollution control agency's draft solid waste management plan has a requirement that cities with a population of 5,000 or more must implement curbside organics recycling, however the timing is yet to be determined. The organic drop-off site option would allow the City to participate in grant funds of \$3,300 for organics drop-off site expenses in 2024, and prepare for the future organics recycling requirement. The City of Corcoran is presently under the 10,000 population threshold and is eligible for this grant fund.

Currently, the City of Corcoran complies with the County's current recycling ordinance as the City's current population is 7,430. However, the City was informed of the challenges other cities have faced regarding multiple haulers providing organics recycling, which is prompting a discussion of organics recycling options for the City of Corcoran. As the projected population in the next few years is expected to exceed 10,000, and the City will be required to offer curbside organics recycling, the options for reaching compliance with the organics recycling requirement are included below.

1. Require the recycling contractor to provide organics recycling.
  - In the recycling market, providers house organics with garbage hauling rather than part of their recycling program. Curbside organics recycling could significantly increase the cost of organics recycling to residents as each provider could charge different fees for organics.
  - Provider could provide a drop-off container for organics recycling at a central location or various locations, and the City could implement a single organics fee to each household for the cost of the drop-off organics recycling site. This option also provides an opportunity for the grant funding.
2. Move to a single-hauler for garbage and require the hauler to offer organics recycling.
  - Moving from an open hauler to a single-hauler system has been very controversial in other cities.

- One hauler may allow consistent organics recycling fees.
3. License garbage haulers and require each hauler to provide organics recycling.
    - This option would provide residents with options on garbage hauling and would meet the requirements to provide organics recycling to residents.
    - The organics recycling fee may vary from provider to provider.

The Council should provide feedback to staff on the preferred approach to comply with the organics recycling requirement.

### **Financial/Budget:**

Costs of the selected recycling contract will be incorporated into the 2024 budget if applicable.

### **Options:**

1. Implement a drop-off site with container for organics recycling.
2. Require current recycling provider to implement curbside organics pickup.

### **Recommendation**

Staff recommends implementing an organics recycling drop-off container to align with the projected population growth of the City, and to comply with the future MPCA organics recycling requirements for cities with population threshold of 5,000+ and utilize the grant funding for this option in 2024.

### **Council Action:**

Consider a motion to authorize staff to implement an organics recycling drop-off site and complete a grant application for the organics drop off site.

### **Attachments:**

1. Current Residential Recycling Agreement
2. 2022-2025 Residential Waste Reduction and Recycling Funding Policy

**City of Corcoran**  
**HENNEPIN COUNTY, MINNESOTA**

**CONTRACT FOR RESIDENTIAL RECYCLING SERVICES**

This Contract for Residential Recycling Services (this "Contract") is made as of the **First Day of January, 2022** and is by and between The City of Corcoran, a Minnesota municipal corporation, (the "City") and Randy's Sanitation, LLC, a Minnesota limited liability company ("Contractor"), with an office at 4351 U.S. Hwy 12 SE, PO Box 169 Delano, MN 55328.

The City and Contractor agree as follows:

**SECTION 1. PURPOSE:**

The purpose of this Contract is to establish a recycling project for the collection of recyclable materials from residents of the City.

**SECTION 2. DEFINITIONS:**

"RECYCLABLE MATERIALS" means newsprint, corrugated cardboard, glass, aluminum, steel and "tin" cans, plastic containers and lids #1 through #5, and other materials as mutually agreed upon by the City and Contractor.

**SECTION 3. SERVICES TO BE PERFORMED:**

- A. Bi-Weekly with alternating week schedule as agreed between contractor and Corcoran, the contractor shall collect all recyclable materials for collection from residents in the City commencing on **January 1, 2022**, and continuing as agreed upon for every month during the term of this Contract.
- B. The Contractor shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter so that the monthly schedule shall be completed regardless of a holiday. The Contractor shall be responsible for communicating to residents any schedule changes due to State of Minnesota legal holidays.

**SECTION 4. TERM OF CONTRACT:**

- A. The term of this Contract shall be **January 1, 2022** through **December 31, 2024**.
- B. Contract may be re-bid or re-quoted at the end of the contract.

**SECTION 5. PREPARATION FOR COLLECTION:**

- A. All occupants of residential properties in the City who participate in the recycling project will be directed to separate and store recyclable materials in containers provided by the Contractor. Contractor shall maintain sufficient cart inventory of various sizes to meet supply and demand needs for the entire term of this Contract. The standard container size shall be approximately 60 gallons or greater. The containers shall be consistent and uniform in color and design and have a recycling symbol and be easily identified by the resident/customer and Contractor's employees as the container for recyclable materials collection. Other container labeling requirements will be implemented as needed if required by County Grant Agreements. Additional containers will be provided at no extra charge to residents who request them.
- B. Participants shall be advised that containers in which recyclable materials have been stored shall be placed upon the boulevard area of the street in front of the homeowner's residence for collection. Containers shall be placed for collection by 6:00am on the scheduled day of collection. The City shall communicate to residents/customers specific sorting and setout requirements, however, the City and Contractor may collaborate on additional communications to implement collection protocols proposed by Contractor and approved by the City. The drivers of Contractor's collection vehicles shall record and report to Contractor the location of any container that is damaged and that container shall be repaired or replaced by Contractor within one week of the report of damage or destruction.
- C. All recyclable materials placed for collection shall be owned by and be the responsibility of the occupants of each residential property until said materials are handled by the Contractor. Upon handling of the containers and recyclable materials by the Contractor, the recyclable materials become

the property and responsibility of the Contractor.

#### SECTION 6. CONTRACTOR'S EQUIPMENT

- A. All vehicles used by Contractor in picking up the recyclable materials from the residential properties shall be painted and marked uniformly and shall be identified on both sides of the cab. Broom and shovel in good usable condition shall be placed and maintained on each truck.
- B. The Contractor shall make all collections of recyclable materials in vehicles with closed tops on the load portion of the trucks so that contents will not spill, blow out or leak there from. All of the contractor's receptacles and vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect recyclable materials.
- C. The Contractor shall keep all equipment used in the performance of the work required by this contract in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle at least twice each month or before each collection unless the same has not been used since the last washing thereof. All of the Contractor's equipment is subject to periodic inspection by the City.
- D. All collection vehicles used in performance of the contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota Statutes. Each collection vehicle shall be equipped with the following:
  1. Two-way communications device.
  2. First aid kit.
  3. An approved 2A10BC Dry Chemical Fire Extinguisher.
  4. Warning flashers.
  5. Warning alarms to indicate movement in reverse.
  6. Signs on the rear of the vehicle which states "**This Vehicle Makes Frequent Stops**".
  7. Clear identification of Contractor's name and telephone number on both sides of the vehicle.

#### SECTION 7 PERSONNEL REQUIREMENTS

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this Contract. Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices. Additionally, Contractor shall provide a fully staffed customer service department that is available to take any and all customer calls from 8:00 to 5:00 and an email address that can be used to send notifications 24 hours a day. City staff will have the direct cell phone information for our municipal sales team who will be available anytime should immediate service needs arise.

Contractor's personnel will be trained both in program operations and in customer service and ensure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c) Be clean and presentable in appearance, as so far as possible.
- d) Wear a uniform and employee identification badge or name tag.
- e) Drive in a safe and considerate manner.
- f) Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing - not throwing or sliding - the container back in its curbside location so as to avoid spillage and littering or damage to the container.
- g) Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h) Avoid damage to property.



- i) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
- j) Be in possession of a valid MN CDL if an individual's duties include driving a commercial vehicle.

SECTION 8 CONTRACTOR'S OPERATIONS:

- A. Contractor shall ensure that all residents receiving single-stream collection service will be collected at least once every two weeks on a consistent day of the week, as approved by the City. Collection shall commence no earlier than 7:00 a.m. and be completed no later than 6:00 p.m. on the scheduled day of collection (all times are Central Standard Time).
- B. The Contractor shall establish and maintain an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00am and 5:00pm Monday through Friday. Any changes in address and telephone number of the office shall be given to the City in writing at least ten working days prior to such change. The address of the office as of the execution of this contract is **4351 U.S. Hwy. 12 SE PO Box 169 Delano, MN 55328.** The telephone number is **763-972-3335.**
- C. Complaints on service will be taken and collected by the City in addition to those received at the Contractor's office. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the Contractor and reported monthly to the City. All complaints shall be answered by the Contractor courteously and promptly.
- D. Whenever the City or a resident participant notifies the Contractor of locations which have not received scheduled service, the Contractor is required to service such locations before 7:00pm of the same day if notified prior to noon. When notified after noon, the Contractor shall service such locations not later than 12:00pm of the following day.
- E. Except for municipal facilities, all recyclable material collection service shall occur at the curbside. The Contractor's employees shall handle all containers with reasonable care to avoid damage, shall replace all containers in an upright position and shall immediately clean up and dispose of any recyclable materials which may have fallen out of a container.
- F. The performance of the contract shall be done by Contractor with staff which are adequate to insure the satisfactory collection and disposal of the recyclable materials at all times. Contractor's failure to perform may be temporarily excused by extreme adverse conditions of weather, breakdown, and similar hindrances which are outside of Contractor's control and not attributable to Contractor's negligence or failure to adequately plan, staff, or maintain equipment (such hindrances those of "Force Majeure" herein). In the event of the occurrence of a qualifying incident of Force Majeure, collections may be reasonably postponed. Upon postponement, collection shall be made on a day agreed upon between Contractor and the City.
- G. The Contractor shall certify that the materials collected are delivered to a recycling processing center. Materials found to be land filled will be in violation of this Contract and cause the City to consider termination of this Contract.
- H. If Contractor determines that a resident has set out unacceptable or non-targeted recyclable materials, Contractor's employees shall follow the procedures below:
  - 1. Driver Education Tag. Contractor shall leave the non-targeted materials in the resident's curbside recycling bin and leave a City-approved "education tag" indicating acceptable materials and the proper method of preparation.
  - 2. Recording Addresses with Unacceptable Materials. Contractor shall record the address on forms acceptable to the City and report the address to the City according to section 11 and as needed to comply with County Grant agreements.
- I. Contractor will keep accurate records consisting of an approved weight slip or electronic equivalent with the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed quarterly or semi-annually to obtain a tare weight. Paper or electronic versions of each weight ticket shall be maintained on file by Contractor for at least three years in the event of an audit by the City.
- J. Contractor's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services. Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

- K. Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, Contractor shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to Contractor, invoiced to Contractor, or collected from Contractor's posted surety.
- L. Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins, which are damaged by Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-three (3) business days with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair or replacement damaged property within three (3) business days, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice. Contractor's failure to timely reimburse the City shall permit the City to deduct such costs owed from payment to be made to Contractor, collect from Contractor's posted surety, or collect via any other available means at law or in equity.
- M. Contractor will provide free recycling service, at least every other week at the City's municipal building, 8200 County Road 116; primary Public Works facility, 9100 County Road 19, secondary Public Works facility, 9525 Cain Road; and City Park, 20200 County Road 50 (seasonal use including Country Daze festival). In general, Contractor will provide carts (wheeled carts with lids, with approximately 60-gallons capacity) or other mutually agreed upon containers to facilitate that service. The carts shall be labeled by Contractor with appropriate stickers to identify the acceptable recyclable commodities.
- N. Contractor shall conduct its own promotions and public education to increase participation and improve compliance with City-specified resident preparation instructions. At a minimum, this shall include distribution of resident education tags to be left by curbside collection crews if any non-targeted material is rejected and left at the curb. Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature.
- O. In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue collection, processing and marketing of that particular material, Contractor shall give written notice to the City. The notice shall include information demonstrating the effort Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. At such conclusion, the City and Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. Contractor shall pay the costs of all disposal of any item collected that is deemed not recyclable by Contractor and the City due to lack of adequate market demand. The City and Contractor shall specify a date in the said written agreement to cease collection of the recyclable material in question. Contractor shall at all times be under a duty to minimize recyclable materials ending up in landfill or incineration. If such disposal becomes necessary, Contractor shall dispose of the materials at a facility specified in writing by the City or an alternative agreed upon by the City and Contractor.
- P. It is intended that all recyclable materials collected by Contractor will go to recycling markets to be manufactured into recycled content products. Contractor shall assure the City that adequate recyclable material processing capacity will be provided for material collected. Contractor must clearly specify the location(s) of its recyclable materials processing facility (or subcontractor's facility) where material collected from the City will be delivered and/or processed. Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclable materials collected from the City. Upon collection, the Contractor shall deliver the designated recyclable materials to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclable materials in a mixed municipal solid waste disposal facility.

Contractor shall further assure that all recyclable materials collected in the City are not landfilled, composted or incinerated except for process residuals. Subject to subsection (0) above, Contractor shall endeavor to dispose of no more than 7% of material (by weight) as process residuals as part of recyclable materials processing operations, and shall always maintain compliance with applicable law. Subject to subsection (0) above, no recyclable materials will be deliberately or negligently landfilled, composted or incinerated by Contractor without written authorization from the City and the Minnesota Pollution Control Agency / Office of Environmental Assistance.

#### SECTION 9. COMPENSATION:

The City accepts the Contractor rate of \$ **4.50 per household** per month for the collection of recyclable materials from all City residents. The rate will increase 3.5% in year two and an additional 3.5% in year three. Contractor to provide on-site Document Destruction services to the City owned buildings at no charge. The Contractor will provide recycling services at City owned buildings and parks at no charge to the City. The Contractor is encouraged to negotiate independently with Maple Hills Estate as the recycle hauler and such services will not be billed to or by the City. The Contractor shall supply the City with a copy of the contract between Contractor and Maple Hills Estates, if any.

#### SECTION 10. BILLING RESIDENT USERS:

The Contractor shall be responsible for billing the residents directly for the recycling services. The amount to be billed to residents will be set annually by the Corcoran City Council. All cost billed to the owner of the benefitted property and not paid shall be specially assessed, annually, on those properties benefitted by the recycling services provided. The special assessment shall be done in accordance with the procedures outlined in Minn. Stat §429 and/or Minn. Stat §443.

#### SECTION 11. FILING OF REPORTS:

The Contractor shall submit a quarterly (or more often, if required by the City) summary report of recycling tonnages. Additionally, Contractor shall include in such reports:

- Number of curbside recycling "stops" (i.e., number of households with recyclables set out at the curb) per collection (i.e., weekly or bi-weekly stop count);
- Gross amounts of materials collected, by recyclable material;
- Net amounts of materials marketed, by recyclable material;
- Amounts stored, by recyclable material, with any notes as to unusual conditions;
- Amounts of process residuals disposed
- Composition of process residuals disposed.

Contractor shall also provide quarterly (or more often, if required by the City) reports to the City detailing the following:

- A list of all customer complaints, including a description of how each complaint was resolved.
- A list of all addresses where education tags were left for residents and why the tags were left.
- A list of all missed pick ups reported to Contractor.

#### SECTION 12. ACCESS TO RECORDS:

The Contractor shall permit the City to review its books, documents, papers, and records which are directly related to the performance of this Contract for the purpose of making an audit, and other examinations deemed necessary by the City.

#### SECTION 13. INSURANCE:

**Prior to the commencement of this Contract**, the contractor shall furnish the City a Certificate of insurance, approved by the City Attorney, showing that such insurance is in force. All blanket-form endorsements shall apply to both "bodily injury or death" and "property damage" coverage.

1. General Liability. Contractor agrees to maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, limited pollution liability (unless provided under a separate pollution liability policy), personal injury, advertising injury, and contractually liability.

2. Automobile Liability. Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.

3. Workers' Compensation. Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$500,000 - Bodily Injury by Disease per employee
- \$500,000- Bodily Injury by Disease aggregate
- \$500,000 - Bodily Injury by Accident

The insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor shall have a valid Hennepin County Recycling License and meet all county and state requirements for recycling.

No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic un-amended and un-endorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a coverage expressly required in this contract, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease or death of any coverage under the contractual liability provision of the Contractor's general liability policy under this Contract. Compliance by the contractor with the fore-going requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Contract. The City, including its elected and appointed officials, employees, and agents, shall be named as Additional Insured via blanket-form endorsement on all policies except workers compensation and shall be listed on Page 2 of the Certificate. The policies referenced within the Certificate shall be primary and non-contributory as to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance pursuant to this Contract. The Certificate shall be supplemented with blanket-form endorsements providing that all policies, except workers compensation, may not be cancelled, non-renewed, or materially altered without 30 days' written notice to the City, or 10 days' written notice for non-payment of premium.

Contractor shall be responsible for providing the above language to its insurer.

#### SECTION 14. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses or expenses, including reasonable attorneys' fees, for which it may be held liable, to the extent directly or indirectly caused by the negligent acts or omissions of or the willful misconduct of the Contractor, its employees, agents or subcontractors. Contractor's indemnification obligations shall apply to Contractor's subcontractor(s) or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees that this indemnification obligation shall survive the completion, expiration, or termination of this Contract.

#### SECTION 15. PERFORMANCE AND PAYMENT BOND

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$25,000 or equal ("*equal*" may include a Letter of Credit from a banking institute approved by the City). This Contract shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

This Contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of this Contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

#### SECTION 16. TERMINATION:

The City shall have the right to terminate this Contract prior to the expiration of its term if in the City's opinion, there has been a breach of its terms by the Contractor; provided however, the City shall first provide Contractor with written notice of the alleged breach and a reasonable opportunity to cure such breach. Upon provision of such notice of breach and a reasonable opportunity to cure, the City may thereafter immediately, and without further obligation to Contractor, terminate this Contract.

#### SECTION 17. PENALTIES AND DAMAGES:

- A. Failure by the Contractor to perform under this Contract, may result in its termination and/or claims by the City for damages.
- B. In the event of breach of this Contract, or proven negligence by the Contractor, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorneys' fees incurred by the City in pursuing any of its rights under this contract.

#### SECTION 18. LIQUIDATED DAMAGES

In addition to any other remedies available to the City, the City may withhold and retain payment from Contractor, or collect from the bond (or substitute security) posted by Contractor pursuant to the terms of this Contract, in the amounts specified below as liquidated damages for failure of Contractor to fulfill its obligations herein. The following acts or omissions shall be considered a breach of contract and shall entitle the City to collect the corresponding liquidated damages amount:

- a) Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
- b) Failure to collect properly notified missed collections - \$250 per incident.
- c) Failure to provide quarterly and annual reports - \$100 per incident.
- d) Failure to complete the collections within the specified timeframes - \$100 per incident
- e) Failure to clean up from spills during collection operations - \$250 per incident
- f) Failure to report on changes in location of recyclable materials processing operations - \$250 per incident.

Contractor shall be liable for liquidated damages amount(s) upon determination of the City that performance has occurred that is not consistent with the provisions of the contract. The City shall notify Contractor in writing or electronically of each act or omission discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. Nothing in this section shall limit the City's right to terminate the contract with Contractor or exercise any other rights contained herein or within the contract.

The City may deduct the full amount of any damages from any payment due to the Contractor or invoice Contractor separately. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have in law or at equity.

Exceptions: For the purposes of this Contract, Contractor shall not be deemed to be liable for penalties where its inability to perform recycling collection service is the result of an event of Force Majeure, as herein defined.

Contractor may appeal any assessment of liquidated damages by providing written notice of the appeal to the City within 7 days' of receipt of such assessment. Failure to timely appeal such assessment shall waive any such appeal right. In the event of such an appeal, Contractor shall set forth the reasons for its dispute of the assessment and such appeal shall be either reviewed by the City Council or by a duly appointed hearing

officer, designated by the City to perform such review. The decision of the City Council or appointed hearing officer as to the imposition of the liquidated damages shall be final.

**SECTION 19. SUCCESSORS AND ASSIGNS:**

The Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Contract, except that the Contractor shall not assign or transfer any part of its interest in this Contract nor shall the Contractor assign any monies due, or to become due, without the City's written consent.

**SECTION 20. AMENDMENT, MODIFICATION OR WAIVER:**

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

**SECTION 21. SEVERABLE PROVISION:**

Each provision, section, sentence, clause, phrase, and work of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

**SECTION 22. ENTIRE CONTRACT:**

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties hereto after the date representations, agreements, or understandings not expressly set forth herein.

**SECTION 23. CAPTIONS, HEADINGS OR TITLES:**

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience or reference only and shall not constitute a part of this contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

**SECTION 24. EQUAL OPPORTUNITY**

During the performance of the executed contract, Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, national origin, or genetic information.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be cancelled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

**SECTION 25. COMPLIANCE WITH APPLICABLE LAW, INTERPRETATION**

In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of this Contract.

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within

the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of Contractor.

SECTION 26. RETENTION OF RECORDS, MINNESOTA GOVERNMENT DATA PRACTICES ACT

Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for three years after final disposition of such property.

Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality, and to cooperate with the City in meeting its obligations under the same. Contractor must immediately report to the City any requests from third parties for information relating to the Contract. The City agrees to promptly respond to inquiries from Contractor concerning data requests. Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from Contractor's unlawful disclosure or use of data protected under state and federal laws.

SECTION 27. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this contract shall be considered employees or sub-contractors of Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

SECTION 28. COUNTERPARTS

This Contract may be executed in any number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one instrument. For purposes of executing this Contract, facsimile or pdf of an electronically scanned signature shall be effective as originals.

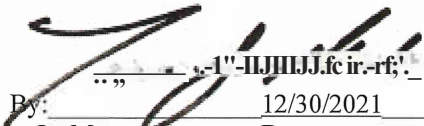
IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written. **This Contract shall be effective solely** upon the signing of both the City of Corcoran and Contractor.

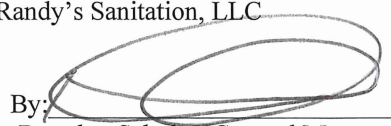
CITY:

CONTRACTOR:

CITY OF CORCORAN

Randy's Sanitation, LLC

By:  12/30/2021  
Its Mayor Date

By:  01/05/2022  
Brandon Schuler, General Manager Date

Attest:  12/30/2021  
Corcoran Administrative Service Director Date

HENNEPIN COUNTY  
MINNESOTA

Residential  
Waste Reduction and  
Recycling Funding Policy

January 1, 2022 – December 31, 2025

Department communication to the Hennepin County Board of  
Commissioners on October 5, 2021



# I. Policy Overview

## A. Background

The Hennepin County Board of Commissioners has determined that residential waste reduction and recycling programs support county goals to make progress toward zero waste, reduce greenhouse gas emissions, and reduce disparities associated with waste disposal. The county has adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Waste Reduction and Recycling Funding Policy to help reach a 75% recycling rate by 2030.

## B. SCORE funds

The county receives funding from the state's Select Committee on Recycling and the Environment (SCORE) for the development and implementation of waste reduction and recycling programs. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management tax (SWMT) on garbage services and are subject to change based on the SWMT revenue received by the state and funds allocated by the legislature.

## C. Support for city programs

City recycling programs play an important role in the solid waste management system. The county has funded city programs for over 30 years and will use this policy to make available all SCORE funds to cities for residential waste reduction and recycling programs. SCORE funds will be dedicated to four different purposes: 1) general funding for waste reduction and recycling programs, 2) curbside organics recycling programs, 3) organics drop-off sites, and 4) multifamily waste reduction and recycling. Funds distributed to cities for a calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

## D. Term of the policy

Hennepin County is committed to implementing this policy from January 1, 2022 through December 31, 2025. The county may revise this policy to align with strategic priorities developed in the zero waste plan or solid waste management master plan. In addition, the county may revise this policy if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. If SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with cities at that time and develop a recommendation to the board on future funding for residential waste reduction and recycling programs.

## E. Grant agreements

Each city seeking funding under the terms of the Residential Waste Reduction and Recycling Funding Policy must enter into a grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2025. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement. If cities form a joint powers organization responsible for waste reduction and recycling programs, the county will enter into a grant agreement with that entity and distribute funds to that organization.

## II. Allocation of Funds

SCORE funds will be dedicated to the following purposes:

- General funding for waste reduction and recycling programs
- Curbside organics recycling programs
- Organics drop-off sites
- Multifamily waste reduction and recycling

### A. Waste reduction and recycling programs

The county will dedicate 40% of SCORE funds to provide funding for city waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on number of eligible households with curbside recycling service. The following formula will be used to calculate a city's grant amount.

$$\frac{\text{Number of eligible households with curbside recycling in city}}{\text{Total number of eligible households with curbside recycling in county}} \times 40\% \text{ of SCORE funds available} = \text{Waste reduction and recycling grant amount available to the city}$$

Eligible households are defined as households in single family through fourplex residential buildings or other residential buildings where each household has its own recycling collection container to set out for curbside collection and receives recycling collection service through the city. In cities with open recycling collection, eligible households are defined as households in single family through fourplex residential buildings where each household has its own recycling collection container to set out for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

## B. Curbside organics recycling programs

The county will dedicate 50% of SCORE funds to provide funding for curbside organics recycling programs. Funds will be allocated using participation targets for each city. Funding is not contingent upon meeting the participation target. The following formula will be used to calculate a city's grant amount.

$$\frac{\text{Target number of households with curbside organics recycling in city}}{\text{Total target number of households with curbside organics recycling in county}} \times 50\% \text{ of SCORE funds available} = \text{Curbside organics recycling amount available to the city}$$

Initial participation targets (as a percent of households with curbside recycling service):

- 50% for cities that contract for organics recycling service
- 10% for cities that require haulers to offer organics recycling service

## C. Organics drop-off sites

The county will dedicate up to \$3,300 per eligible city to provide funding for organics drop-off site expenses. Cities with a population of less than 10,000 are eligible.

## E. Multifamily waste reduction and recycling

The county will take 10% of SCORE funds, subtract the amount allocated to organics drop-off sites, and dedicate the remainder to provide funding for multifamily waste reduction and recycling programs. For the purposes of this policy, city waste reduction and recycling programs include organics recycling. Funds will be allocated based on the number of multifamily households. The following formula will be used to calculate a city's grant amount.

$$\frac{\text{Number of multifamily households in city}}{\text{Total number of multifamily households in county}} \times 10\% \text{ of SCORE funds available minus organics drop-off funds} = \text{Multifamily waste reduction and recycling amount available to the city}$$

Multifamily households in cities with organized recycling collection are defined as 1) households in buildings where each household does not have its own recycling collection container to set out for curbside collection, or 2) households in buildings that do not receive recycling collection service through the city, including apartment buildings, condominiums, townhomes, and cooperative housing units where a property manager or association coordinates collection service. Multifamily households in cities with open recycling collection are defined as households in residential buildings larger than a fourplex.

### III. Application for Funding

#### A. General program and curbside organics application

To receive funding for waste reduction and recycling programs and curbside organics recycling, each city must complete an annual grant application by February 15 of that year. The application consists of a web-based report that requests the following: contract, program, tonnage, and financial information. The participation rate for the curbside recycling program must also be included in the web-based report. The city must calculate its participation rate during the month of October. The methodology for measuring participation must be provided to the county upon request. The county may request additional information, such as a planning document with a description of activities the city will implement to increase recycling and make progress toward county objectives.

#### B. Organics drop-off sites and multifamily supplementary application

To receive funding for organics drop-off sites and multifamily waste reduction and recycling, each city must submit a supplementary grant application form annually. The county will provide this form by February 15 and the city must complete it by March 15 of that year.

### IV. Use of Funds

#### A. Conditions applying to all funds

The following requirements apply to the use of all funds:

1. Funds must be expended on eligible activities per Minnesota Statutes §115A.557.
2. All grant funds accepted from the county must be used in the year granted unless the county agrees to an exception. The county will not provide any funds in excess of actual expenses. Funds not spent must be returned to the county.

3. A city or joint powers organization may not charge its residents through property tax, utility fees, waste fees, environmental fees, or any other method for the portion of its waste reduction and recycling program costs that are funded by county grant funds.
4. Cities must track expenditures for waste reduction and recycling programs, curbside organics recycling, organics drop-off sites, and multifamily waste reduction and recycling and establish accounting mechanisms to provide the information requested in the financial section of the annual grant application.
5. Waste reduction and recycling activities, revenues, and expenditures are subject to audit.

## B. Curbside organics use of funds

Curbside organics grant funds may be used for program expenses, including the following:

- Incentives for participation (service discounts, countertop pails, compostable bags)
- City contract costs
- Education and outreach
- Carts
- Other expenses approved by the county

Yard waste expenses are not eligible. If organics are co-collected with other waste, the organics expenses must be tracked separately. If a city passes funds through to a hauler, 100% of those funds must be credited to residents' bills.

## C. Organics drop-off sites use of funds

Organics drop-off site grant funds may be used for program expenses, including the following:

- Hauling and disposal
- Dumpsters or carts
- Site construction
- Education and outreach
- Incentives for participation (countertop pails, compostable bags)
- Other expenses approved by the county

## D. Multifamily waste reduction and recycling use of funds

Cities that choose to apply for multifamily waste reduction and recycling funding will work with the county to identify eligible activities that are customized to the city's goals and needs. These activities will be determined through the supplementary grant application process.

Unused funds will be used by the county to provide multifamily waste reduction and recycling program services. Multifamily resources provided by the county, including reusable tote bags/baskets and multifamily specific signs and labels, are not eligible expenses.

## V. City Requirements

### A. Materials accepted

A city's curbside collection program must accept a list of mixed recyclables as selected by the county in consultation with haulers, local material recovery facilities, and end markets. The county will update the list of materials as needed, distribute the list to city recycling coordinators, and post the list on the county's website.

### B. Education and outreach

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. To continue this partnership and increase these efforts, city waste reduction, recycling and organics recycling activities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

1. Use county terminology on promotional and educational materials when describing recycling and organics recycling guidelines, including the description of materials accepted and not accepted, as well as when describing preparation guidelines.
2. Use images approved by the county if using images of mixed recyclables and organic materials.
3. Provide the following information on the city's website;
  - Recycling and organics recycling materials accepted and not accepted
  - Curbside collection calendar
  - Organics drop-off site(s) information
  - Links to county resources and programs
4. Provide a guide on recycling and organics recycling to residents each year. The guide shall contain information on curbside collection, materials accepted and not accepted, organics drop off site information (if applicable), and a curbside collection calendar.
5. Complete two or more waste reduction, recycling and organics recycling educational activities annually that include the promotion of curbside collection. The county will provide a list of activities to city recycling coordinators. These activities are in addition to the provision of an annual guide.

6. If a city develops its own educational materials, does not use a template produced by the county, does not utilize design services offered by the county, or relies on a hauler to provide an annual guide, then the city must submit the materials to the county for approval.

### C. Waste reduction and recycling performance

On an annual basis, cities must demonstrate that a reasonable effort has been made to improve waste reduction and recycling programs. If a city does not demonstrate measurable progress, a waste reduction and recycling improvement plan must be submitted by the city within 90 days of being notified by the county. The waste reduction and recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken by the municipality to improve its program to yield the results necessary to achieve county objectives. In cooperation with the county, the city may be required to participate in waste sorts and community engagement to identify strategies to improve waste reduction and recycling outcomes.

## VI. Grant Payments

The county will make two equal payments to the city. Those two payments will provide the sum of each city's total grant amount for general waste reduction and recycling programs, curbside organics recycling programs, organics drop-off sites, and multifamily waste reduction and recycling. One payment will be made after the county receives the applications for funding. A second payment will be made after basic program requirements, education and outreach requirements, and performance have been confirmed and approved. If the city meets the county requirements, both payments will be made during the same calendar year.

Cities are expected to fulfill the conditions of this policy and the requirements of Ordinance 13. It is the responsibility of each city to meet the requirements of Ordinance 13. The implementation of the county requirements for cities shall be the responsibility of each respective city. If any city fails to establish or implement any or all of the city requirements in Ordinance 13, all SCORE funding will be withheld until the city meets the requirements or a waste reduction and recycling improvement plan is negotiated with the county.

## STAFF REPORT

Agenda Item: 10c.

|                                                                                                                                |                                      |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023                                                                                     | <b>Prepared By:</b><br>Jessica Beise |
| <b>Topic:</b><br>Public Hearing: Cannabis, Edible<br>Cannabinoids, and Drug Paraphernalia<br>Ordinance<br>i. Discuss Ordinance | <b>Action Required:</b><br>Approval  |

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### Summary

On July 13, 2023, the Council reviewed information related to the moratorium on edible cannabinoids that was instituted in August of 2022 and information related to the 2023 legalization of cannabis. The Council reviewed options for the regulation of edible cannabinoids as well as regulation on the public use of cannabis and drug paraphernalia.

The Council provided direction to staff on the creation of Chapter 119 of City Code Regulation of Cannabis, Edible Cannabinoids, and Drug Paraphernalia. Council discussed public use of cannabis and drug paraphernalia. Council provided feedback on regulations of edible cannabinoids including suggestions on commercial districts, regulations of distance from parks, schools and daycares, and the number of licenses. and suggested the planning commission provide feedback specifically on the zoning and number of licenses for the sale of edible cannabinoid products.

The Planning Commission discussed the topic at their August 3, 2023 meeting. The commission reviewed different options for radius for zoning regulations. Using a 2,500-foot radius from public land, this leaves 7 eligible properties that could obtain a license per the City's zoning rules within the CR and C-2 districts on the west side of the City. Using a 500-foot radius from public land, there are 36 eligible properties within all three commercial zoning districts. Using 500, there would be 30 eligible properties within all three commercial zoning districts. The Planning Commission recommended approval of the ordinance allowing for sale of edible cannabinoids in the City's three commercial districts with a required 500 ft radius from parks, daycares, and school and allowing three licenses.

### Financial/Budget

The City will have to amend the fee schedule:

For a lower-potency hemp edible retailer:

- (i) an application fee of \$125 per retail location;
- (ii) an initial license fee of \$125 per retail location; and
- (iii) a renewal license fee of \$125 per retail location



### **Options**

1. Adopt Ordinances 2023-496 Creating Chapter 119: Cannabis, Edible Cannabinoids, and Drug Paraphernalia, Ordinance 2023-497 – Summary Ordinance of 2023-496 and Ordinance 2023-498 – Amending the 2023 Fee Schedule.
2. Amend and adopt Ordinances 2023-496 Creating Chapter 119: Cannabis, Edible Cannabinoids, and Drug Paraphernalia, Ordinance 2023-497 – Summary Ordinance of 2023-496 and Ordinance 2023-498 – Amending the 2023 Fee Schedule.
3. Decline to adopt the ordinances.

### **Recommendation**

Adopt Ordinances 2023-496 Creating Chapter 119: Cannabis, Edible Cannabinoids, and Drug Paraphernalia, Ordinance 2023-497 – Summary Ordinance of 2023-496 and Ordinance 2023-498 – Amending the 2023 Fee Schedule.

### **Council Action**

Consider a motion to adopt Ordinances 2023-496 Creating Chapter 119: Cannabis, Edible Cannabinoids, and Drug Paraphernalia, Ordinance 2023-497 – Summary Ordinance of 2023-496 and Ordinance 2023-498 – Amending the 2023 Fee Schedule.

### **Attachments**

1. Ordinance 2023-496
2. Ordinance 2023-497
3. Ordinance 2023-498 (Ordinance to be Drafted and Sent by August 22, 2023)

**CHAPTER 119: CANNABIS, EDIBLE CANNABINOIDS, AND DRUG PARAPHERNALIA**

**119.01: PURPOSE.**

In 2022, the Minnesota Legislature adopted M.S. § 151.72, making it legal to sell certain edibles and beverages infused with tetrahydrocannabinol (THC), the cannabis ingredient extracted from hemp. In 2023, the Minnesota Legislature approved 2023 Session Law Ch. 63, expanding both the legalization of types of THC and cannabis products and also the types of THC and Cannabis businesses permitted, and further making certain amendments to existing law related to the possession of drug paraphernalia. The City Council deems it necessary to provide for the regulation of these products in order to protect the public health safety and welfare and to ensure that the products are sold in accordance with State Law.

**119.02: PUBLIC USE OF CANNABIS PROHIBITED**

It is unlawful for any person to use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products as each is defined by state law, in a public place within the City of Corcoran. For the purposes of this Section, “public place” shall not include:

- (a) A private residence, including the curtilage or yard of the same;
- (b) Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or
- (c) The premises of an establishment or event licensed to permit on-site consumption, provided the use complies with the on-site consumption permitted.

Any violation of this Section shall be a petty misdemeanor.

**119.03: LIMITATIONS ON THE SALE OF EDIBLE CANNABINOID PRODUCTS**

Edible Cannabinoid Products, as defined by M.S. § 151.72, which contain no more than 0.3% Tetrahydrocannabinol (commonly known as “THC”), may only be sold by businesses which are registered with the City and the State of Minnesota and licensed, when required by state law. To be eligible to register to sell edible cannabinoid products within the City, an applicant must comply with all of the following:

- (a) Pay the applicable registration fee to the City; and
- (b) Comply with all state and local registration and state licensing requirements; and
- (c) Locate the principal place of business which will conduct the sales within the CR (Rural Commercial), C-1 (Neighborhood Commercial), or C-2 (Community Commercial) zoning districts and, at the time of the application, no more than two other business which do not qualify as a “Cannabis Business” pursuant to M.S. Chapter 342 are currently registered or licensed to sell edible cannabinoid products within the City; and
- (d) Locate the principal place of business which will conduct the sales no closer than 500 feet from:

- 1. Any attraction within a public park that is regularly used by minors, including a playground or athletic field; and

2. A day care; and
  3. A school; and
- (e) The sale of edible cannabinoid products outside of the listed zoning districts, or in excess of the applicable registration limitations set forth in §119.03(c), or inside of the required distances set forth in §119.03(d), is prohibited. For the purposes of calculating the distance contemplated by §119.03(d), the measurement shall be taken from the closest side of the principal place of business which will conduct the sales to the closest side of the applicable attraction, day care, or school.

The City specifically intends that the requirements of these §119.03(c) through (e) be considered local zoning requirements or regulations for the purposes of compliance with M.S. Chapter 342.

Any person or principal of any business found to be engaging in unlawful commercial activity in violation of this Section shall be guilty of a misdemeanor.

#### **119.04: POSSESSION OF DRUG PARAPHERNALIA PROHIBITED**

It is unlawful for any person knowingly or intentionally to use or possess drug paraphernalia. For the purposes of this Section, drug paraphernalia is defined as all equipment, products, and materials of any kind, except those used in conjunction with permitted uses of controlled substances pursuant to state law, which are knowingly or intentionally used primarily in (1) manufacturing a controlled substance other than cannabis flower, cannabis products, lower potency hemp edibles, or hemp-derived consumer products, (2) injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance other than cannabis flower, cannabis products, lower potency hemp edibles, or hemp-derived consumer products, or (3) enhancing the effect of a controlled substance other than cannabis flower, cannabis products, lower potency hemp edibles, or hemp-derived consumer products.

“Drug paraphernalia” does not include the possession, manufacture, delivery, or sale of: (1) hypodermic syringes or needles or any instrument or implement which can be adapted for subcutaneous injections; or (2) products that detect the presence of fentanyl or a fentanyl analog in a controlled substance.

Any violation of this Section shall be a petty misdemeanor.

#### **119.05 UNDERAGE POSSESSION OF CANNABIS PRODUCTS PROHIBITED**

No person under the age of 21 years of age may use, possess, or transport cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

Persons exempted by MN Statute 342.09 subd. 1(c), as it may be amended from time to time, shall be exempted from compliance with this Section. Further, persons conducting compliance checks under the direction and supervision of law enforcement are exempt.

Any violation of this Section shall be a petty misdemeanor

#### **119.99: SEVERABILITY AND SAVING CLAUSE**

If any section or portion of this chapter shall be found, by a court of competent jurisdiction, to be unconstitutional or out of compliance with or preempted by state law, the unconstitutional, non-compliant or preempted portions shall be deemed stricken exclusively to the extent of the non-compliance or preemption and the remainder of this chapter shall remain in full force and effect.

**ORDINANCE NO. 2023-497**

**Motion By:  
Seconded By:**

**CITY OF CORCORAN**

**SUMMARY OF ORDINANCE NO. 2023-496**

**Ordinance Establishing Chapter 119 Cannabis**

An ordinance establishing Chapter 119 of the City Code regulating cannabis, edible cannabinoids and drug paraphernalia within the City of Corcoran, Minnesota, has been hereby adopted.

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

**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 Ordinance is hereby declared adopted on this 24<sup>nd</sup> day of August 2023.

\_\_\_\_\_  
Tom McKee - Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Friedrich – City Clerk

*City Seal*

## STAFF REPORT

Agenda Item: 10d.

|                                                                                                |                                      |
|------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023                                                     | <b>Prepared By:</b><br>Jessica Beise |
| <b>Topic:</b><br>Public Hearing: Adopt Interim Moratorium Ordinance<br>i. Moratorium Ordinance | <b>Action Required:</b><br>Approval  |

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### Summary

On July 13 the City Council discussed implementing a moratorium to review Minnesota Statutes Chapter 63 which expanded the legalization of THC and cannabis products and the types of THC and cannabis businesses permitted. Staff recommends adopting an interim ordinance to allow the City to study the impacts of the legislative changes.

A public hearing is required to adopt an interim ordinance related to Minnesota Statutes Chapter 63. Staff noticed a public hearing on the matter.

### Financial/Budget

N/A

### Options

1. Adopt Ordinance 2023-499 and Summary Ordinance 2023-500.
2. Amend and adopt Ordinance 2023-499 and Summary Ordinance 2023-500.
3. Decline to adopt Ordinance 2023-499 and Summary Ordinance 2023-500.

### Recommendation

Adopt Ordinance 2023-499 and Summary Ordinance 2023-500.

### Council Action

Consider a motion to adopt Ordinance 2023-499 and Summary Ordinance 2023-500.

### Attachments

1. Adopt Ordinance 2023-499
2. Summary Ordinance 2023-500.

**ORDINANCE NO. 2023-499**

**Motion By:**  
**Seconded By:**

**AN INTERIM ORDINANCE PROHIBITING THE SALE, TESTING, MANUFACTURING,  
CULTIVATING, COMMERCIAL GROWING, TRANSPORTING, DELIVERY, AND  
DISTRIBUTION OF CANNABIS PRODUCTS WITHIN THE CITY OF CORCORAN**

**THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA, ORDAINS:**

**Section 1. Background.**

- A. In 2022, the Minnesota Legislature amended M.S. § 151.72 to permit the sale of edible and nonedible cannabinoid products that contain no more than 0.3% of Tetrahydrocannabinol, commonly known as THC.
- B. The 2023 Legislature approved 2023 Session Law Ch. 63 expanding both the legalization of types of THC and cannabis products and also the types of THC and cannabis businesses permitted.
- C. The final bill establishes a regulatory framework for adult-use cannabis, as well as the lower potency hemp edibles; moves the medical cannabis program under a newly created state agency called the Office of Cannabis Management; establishes taxes on regulated products; creates grants to assist individuals entering into the legal cannabis market; amends criminal penalties; provides for expungement and resentencing of certain convictions; provides for temporary regulation of hemp-derived edible cannabinoid products; reschedules marijuana and appropriates money.
- D. The state licensing agency became effective on July 1, 2023 and will establish a model ordinance for cities, which the City of Corcoran would benefit from reviewing and analyzing before making any decisions related to cannabis businesses and products in the City.
- E. The law specifies certain distance restrictions cities can put in place under their zoning power. The City would benefit from having time to study and analyze acceptable time, place and manner restrictions that would be feasible for the City of Corcoran.
- F. Pursuant to Minn. Stat. § 462.355, subd. 4, the City is authorized to enact by ordinance a moratorium to regulate, restrict or prohibit land uses within its jurisdiction to protect the public health, safety, and welfare. Specifically, the City is authorized to enact a moratorium ordinance to allow it to undertake a study to determine whether to adopt any regulations or restrictions, including siting and location of uses, related to the sales, testing, manufacturing, cultivating, commercial growing, transporting, delivery and distribution of cannabis products.
- G. Pursuant to its general police powers, set forth in Minn. Stat. § 421.221, subd. 32, the City may enact and enforce regulations or restrictions on cannabis products within the City to protect the public safety, health, and welfare, including restrictions and a moratorium on the sales, testing, manufacturing, cultivating, commercial growing, transporting, delivery and distribution, during the pendency of a study to determine the

**ORDINANCE NO. 2023-499**

need for police power regulations, including but not necessarily limited to any additional licensing and permitting that may be allowed, if any, by the State.

- H. 2023 Session Law Ch. 63 permits the City to adopt an interim ordinance regulating, restricting or prohibiting the operation of a cannabis businesses until January 1, 2025 for the purpose of protecting the planning process and the health, safety and welfare of its citizens and to conduct studies to consider adopting or amending allowable restrictions on the operation of a cannabis business.

**Section 2. Findings.**

- A. The City Council finds there is a need to study (i) cannabis products, including products: using any part of the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including but not limited to tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids; and any lower potency hemp edibles that contain more than 0.3% of Tetrahydrocannabinol, (ii) cannabis businesses related thereto, and (iii) the impact of those businesses and products as related to allowed land uses and zoning, in order to assess the necessity for and efficacy of regulation and restrictions relating to the retail sales, wholesale sales, testing, commercial growing, cultivating, manufacturing, transporting, delivery of or distribution of any of the products referenced herein, including through zoning ordinances or licensing, if allowed, in order to protect the public health, safety, and welfare of its residents.
- B. The study will allow the City Council to determine the appropriate changes, if any, that it should make to the Corcoran City Code, including any necessary zoning changes.
- C. The time will allow for any state agency licensing cannabis businesses to rule make and adopt its model ordinances which will further aid the Council in studying and considering restrictions on the operation of a cannabis businesses and the use of the products listed in paragraph 2A above.
- D. The City Council, therefore, finds that there is a need to adopt a City-wide moratorium on the retail sale, wholesale sale, testing, commercial growing, cultivating, manufacturing, transporting, delivery of, and distribution of cannabis products, including products: using any part of the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including but not limited to tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids, or lower potency hemp edibles that contain more than 0.3% of Tetrahydrocannabinol, within the City while City staff studies the issue.

**Section 3. Moratorium.**

- A. Effective immediately upon passage and publication, no individual, establishment, organization, or business may engage in the retail sale, wholesale sale, testing, commercial growing, cultivating, manufacturing, transporting, delivery of or distribution of cannabis products, including products using any part of the plant of the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including but not limited to tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids, or lower potency hemp edibles that contain



**ORDINANCE NO. 2023-499**

more than 0.3% of Tetrahydrocannabinol until January 1, 2025, or the latest period permitted by law, unless this Ordinance is rescinded earlier by the City Council.

- B. Planning or zoning applications related to any of the products listed in Subsection A of Section 3 herein or applications from individuals, establishments, organizations, or businesses involved in the proposed sale, testing, commercial growing, cultivating, manufacturing, transporting, delivery of or distribution of cannabis products within the City of Corcoran shall not be accepted or considered during the term of this Ordinance.
- C. This moratorium does not apply to the selling, testing, manufacturing, or distributing of cannabis products related to the Medical Cannabis Program as administered by the Minnesota Department of Health, provided that such activity is done in accordance with the regulations and laws of Minnesota regarding Medical Cannabis.
- D. This moratorium does not apply to the sale of Edible Cannabinoid Products allowed under the 2022 Legislation, which includes edible and nonedible cannabinoid products that contain no more than 0.3% of Tetrahydrocannabinol.

**Section 4. Study.**

The City Council directs City staff to study the need for local regulation regarding the retail sale, wholesale sale, testing, commercial growing, cultivating, manufacturing, transporting, delivery or distribution of cannabis products listed in Section 3(A) herein within the City of Corcoran. Staff must also study the need for creating or amending zoning ordinances, licensing ordinances, as allowed by the state, or any other ordinances, as allowed and not preempted by the state, to protect the citizens of Corcoran from any potential negative impacts. Upon completion of the study, the City Council, together with such commission as the City Council deems appropriate or, as may be required by law, will consider the advisability of adopting new ordinances or amending its current ordinances.

**Section 5. Enforcement.**

A violation of this Interim Ordinance shall be a misdemeanor. Further, the City may enforce this Interim Ordinance by mandamus, injunctive relief or via any other appropriate legal or equitable remedy.

**Section 6. Term.**

Unless earlier rescinded by the City Council, the moratorium established under this Ordinance shall remain in effect upon its adoption and publication until January 1, 2025, or the latest date allowable by law, at which point, it will automatically expire. The City Council hereby elects that all legally compliant portions of this Ordinance be extended for the maximum duration permitted by law, unless rescinded earlier by separate action of the City Council.

**Section 7. Effective Date.**

This Interim Ordinance shall be effective upon adoption and publication according to law.

**ORDINANCE NO. 2023-499**

**Section 8. Saving Clause.**

Should any part of this Ordinance be found to be out of compliance with or preempted by state law, the non-compliant or preempted portions shall be deemed stricken exclusively to the extent of the non-compliance or preemption and the remainder of this Ordinance shall remain in full force and effect until expiration or rescission.

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

Adopted by City Council on the 24th day of August, 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

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Tom McKee – Mayor

**ATTEST:**

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Jessica Beise – City Administrator

*City Seal*

**ORDINANCE NO. 2023-500**

**Motion By:  
Seconded By:**

**CITY OF CORCORAN**

**SUMMARY OF ORDINANCE NO. 2023-499**

**AN INTERIM ORDINANCE PROHIBITING THE SALE, TESTING, MANUFACTURING,  
CULTIVATING, COMMERCIAL GROWING, TRANSPORTING, DELIVERY, AND  
DISTRIBUTION OF CANNABIS PRODUCTS WITHIN THE CITY OF CORCORAN**

An interim ordinance for the prohibition of the sale, testing, manufacturing, cultivating, commercial growing, transporting, delivery, and distribution of cannabis products within the city of Corcoran, Minnesota, has been hereby adopted.

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

**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 Ordinance is hereby declared adopted on this 22<sup>nd</sup> day of June 2023.**

\_\_\_\_\_  
**Tom McKee - Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Friedrich – City Clerk**

**City Seal**

## STAFF REPORT

Agenda Item: 10e.

|                                            |                                     |
|--------------------------------------------|-------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023 | <b>Prepared By:</b><br>Maggie Ung   |
| <b>Topic:</b><br>Fund Transfers            | <b>Action Required:</b><br>Approval |

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### Summary

As part of the escrow reconciliation of Bass Lake Crossing and Bass Lake Crossing South development, staff is recommending the transfer of funds to correct Resolution 2020-35.

### Financial/Budget

There is no financial impact and will not affect the operating statement of the General Fund.

### Options

1. Approve Resolution 2023-72 Authorizing Transfer of Funds.
2. Amend Resolution 2023-72 Authorizing Transfer of Funds.
3. Decline Resolution 2023-72 Authorizing Transfer of Funds.

### Recommendation

Approve Resolution 2023-72 Authorizing Transfer of Funds.

### Council Action

Consider a motion to approve Resolution 2023-72 Authorizing Transfer of Funds.

### Attachments

1. Resolution 2023-72 Authorizing Transfer of Funds

**RESOLUTION NO. 2023-72**

**Motion By:**  
**Seconded By:**

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS**

**WHEREAS**, the City of Corcoran has planned for transferring monies between funds for proper allocation of resources; and

**WHEREAS**, monies need to be allocated to their respective funds for current and future needs; and

**WHEREAS**, the transfers are as follows:

| <b>Transfer From</b>           | <b>Transfer To</b> | <b>Amount</b> | <b>Description</b>                                                                                                                                                                                            |
|--------------------------------|--------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pavement Management Fund (408) | General Fund (100) | \$16,549.41   | County Rd 10/Fir Lane remaining escrow that was mistakenly transferred out of escrow account in 2020. To transfer remaining credit back into Bass Lake Crossing and Bass Lake Crossing South escrow accounts. |

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Corcoran that the above funds be transferred.

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

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

Whereupon, said Resolution is hereby declared adopted on this 24<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
**Tom McKee - Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Friedrich – City Clerk**

*City Seal*

# STAFF REPORT

Agenda Item: 10f.

|                                            |                                     |
|--------------------------------------------|-------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023 | <b>Prepared By:</b><br>Maggie Ung   |
| <b>Topic:</b><br>Create Fund               | <b>Action Required:</b><br>Approval |

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## Summary

As part of the 2023 budget, staff is recommending the creation of an additional fund to better track recruitment and retention carry forward amounts.

The following is the fund that staff is requesting the creation of:

| Fund Name                      | Fund No. | Description of Fund                                                                                                                                                                                          |
|--------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recruitment and Retention Fund | 703      | Internal Service Fund for holding monies for recruitment and retention items, such as vacation reimbursement and health care savings for police retirement. May be used for other departments in the future. |

## Financial/Budget

The amounts have been budgeted and will be transferred to the new fund from the General Fund if there are unused monies in 2023 at year end.

## Options

1. Approve Resolution 2023-73 Create Fund.
2. Decline Resolution 2023-73 Create Fund.

## Recommendation

Approve Resolution 2023-73 Create Fund.

## Council Action

Consider a motion to approve Resolution 2023-73 Create Fund.

## Attachments

1. Resolution 2023-73 Create Fund.

August 24, 2023

City of Corcoran  
County of Hennepin  
State of Minnesota

**RESOLUTION NO. 2023-73**

**Motion By:**  
**Seconded By:**

**A RESOLUTION TO CREATE FUND**

**WHEREAS**, the City of Corcoran strives to be fiscally responsible and to designate funds to maintain and meet the needs of the community; and

**WHEREAS**, the Recruitment and Retention Fund (703) will hold funds related to recruitment and retention items; and

**NOW THEREFORE BE IT BE RESOLVED**, that the Council of the City of Corcoran, County of Hennepin, State of Minnesota, hereby creates fund 703.

**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 24<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Tom McKee – Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Friedrich – City Clerk

*City Seal*

## STAFF REPORT

Agenda Item: 10g.

|                                                |                                      |
|------------------------------------------------|--------------------------------------|
| <b>Council Meeting:</b><br>August 24, 2023     | <b>Prepared By:</b><br>Jessica Beise |
| <b>Topic:</b><br>Tuition Reimbursement Request | <b>Action Required:</b><br>Approval  |

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### Summary

Staff has received a request to utilize the tuition reimbursement program outlined in the Employee Handbook. The tuition reimbursement section of the handbook allows employees an opportunity to further their education and seek reimbursement from the City if courses are related to the employee's current position or a promotional opportunity. Below in italics is the language in the Employee Handbook.

#### ***Tuition Reimbursement***

*To be considered for tuition reimbursement the employee must be in good standing and have been employed by the City for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the City Administrator or Director of Public Safety, with final approval/disapproval provided by the City Council.*

*Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:*

- Courses must be directly related to the employee's present position (whether required for a degree program or not);*

*OR*

- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).*

*AND*

- The City will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost.*

*AND*

- Employees must reimburse the City if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the City.*

Accounting Clerk Wayne Barnhart is looking to pursue a Master of Public Administration from Hamline University beginning the term of Spring 2024.

The tuition cost for the University of Minnesota's graduate program in Public Affairs is \$1,694 per credit with a total number of 30 credits required for the degree. The tuition cost for the Hamline University graduate program in Public Administration is \$593 per credit with a total number of 40 credits required for the degree. Based on the per credit cost, the proposed Hamline program is less than the University of Minnesota program. Accounting



Clerk Wayne Barnhart is requesting the City cover the cost of one course per semester (3 courses at 4 credits each; \$7,116) and Accounting Clerk Wayne Barnhart would cover the cost of one course per semester (2 courses at 4 credits each) plus fees and books.

Staff has reviewed the request and is supportive of professional development and educational opportunities. Staff recommends supporting a reimbursement rate of one class per semester with a maximum of three classes per year.

### **Financial/Budget**

Costs for the tuition reimbursement program are included in the 2024 preliminary budget and will be presented in the 2024 final budget. Per Accounting Clerk Wayne Barnhart's proposal, the tuition reimbursement amount is \$7,116 for 2024.

### **Options**

1. Approve a tuition reimbursement of \$7,116 for 2024.
2. Approve a tuition reimbursement at a different rate.
3. Decline to approve tuition reimbursement at this time.

### **Recommendation**

Direct staff to incorporate a tuition reimbursement of one class per semester up to three classes in the final 2024 budget.

### **Council Action**

Consider a motion to direct staff to incorporate a tuition reimbursement of one class per semester up to three classes in the final 2024 budget.

### **Attachments**

1. Tuition Reimbursement Request

August 24, 2023

To Jessica Beise, City Council, and Mayor McKee:

During my time with the City of Corcoran, I have contemplated attending a graduate program to obtain my Master of Public Administration (MPA). I want to increase my value to the city, and I strongly believe that this endeavor will be mutually beneficial, as we continue to grow and develop.

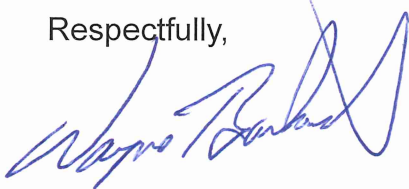
Holders of MPA degrees are trained problem-solvers and strategic thinkers. They serve in pivotal roles in government, such as, City Administrators, Department Heads, Finance Directors, Budget and Management Analysts, etc. These types of leaders are crucial in our ever-changing governmental landscape. The knowledge, perspectives, and connections from both the MPA program and other individuals that are enrolled, will provide better insights and understanding of what is needed to make the city a standout community.

The cost of tuition for the program is (\$23,720) - currently \$593 per credit for a total of 40 graduate credits. The cost of one course per semester is \$2,372 (and 3 courses per year at 4 credits each; \$7,116). I am asking the City of Corcoran to approve tuition reimbursement per the city policy and in agreement with the police bargaining unit of one class per term (spring, summer, and fall) starting with the spring 2024 semester.

In addition to the City's contribution, I will be covering the remainder of the costs associated as there are 2 courses (4 credits per course). My personal contribution will exceed that of the City's, which I feel is equally as important.

In conclusion, I appreciate the time that the leadership team and City Council have spent reviewing my request and am excited at the potential opportunity to continue my education and further serve the City of Corcoran, its Council, and its employees for a long time to come.

Respectfully,



Wayne Barnhart

Accounting Clerk



# CITY OF CORCORAN

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## MEMO

Meeting Date: August 24, 2023  
To: Planning Commission  
From: Dwight Klingbeil, Planning Technician  
Re: Active Corcoran Planning Applications

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*Projects/comments in blue italics are new.*

The following is a status summary of active planning projects:

1. **Hope Community Sketch Plat (PID 11-119-23-14-0003) (City File No. 22-074).** Brian Lothar submitted a concept plan application for a proposed residential and mixed-use development on the properties surrounding Hope Community Church. The concept includes medical offices, retail space, market rate apartments, townhomes, senior villas, and some assisted living units. The Council authorized EAW distribution at the May 25, 2023, regular meeting. *The comment period for the EAW concluded on July 6 and the Council accepted the Notice of Decision at the July 27, 2023 Regular Meeting.*
  
2. **“Kwik Trip CUP, Lot Line Adjustment, and Site Plan” (PID 12-119-23-14-0006; 12- 119-23-14-0004) (City File No. 23-006).** Kwik Trip Inc. submitted a Site Plan, Lot Line Adjustment and CUP application for the two parcels north of Mama G’s. The application was determined to be incomplete for City review and is not currently scheduled for review by the City Council. A feasibility study was required to evaluate the infrastructure needs of the project. The infrastructure feasibility study has been distributed to the applicant. This item is not currently scheduled for any upcoming meetings.
  
3. **“Red Barn Pet Retreat” (PID 01-119-23-44-0045) (City File No. 23-008)** Daniel Benjamin submitted an application for the expansion of his business, “Red Barn Pet Retreat” to a site on the Northwest corner of Stieg Road and County Road 101. This application includes a Comprehensive Plan Amendment, Rezoning, Preliminary Plat, Conditional Use Permit, Variance, and a Site Plan. *The applicant was not able to meet the deadline for the August Planning Commission meeting and has requested that the review period be extended another 90 days and has been continued to the September 7, Planning Commission meeting.*

4. **Heidecker Garage (PID 22-119-23-42-0009) (City File No. 23-009)** Tyler Heidecker applied for a Conditional Use Permit and an Interim Use Permit to construct a detached garage of 1750 square feet on his property at 7985 Eagle Ridge Road. The IUP will allow for storage of business equipment within the structure. *After the Public Hearing on July 6, the Planning Commission recommended approval of the Conditional Use Permit and the Interim Use Permit. This item is was approved at the July 27, 2023, Council meeting.*
5. **Leuer Sketch Plat (PID 25-119-23-11-0001) (City File No. 23-013)** Bergeron Homes and Development, Inc. submitted a sketch plat for a residential development consisting of 75 single-family lots at the Geur farm directly west of Cook Lake, otherwise known as the “Leuer property.” The sketch plat includes minimum lot-widths of 55 feet, with 24 lots being at least 70 feet wide. The applicant received Council feedback at the June 22, 2023, meeting and is not scheduled for any upcoming meetings.
6. **Bennett Garage CUP (PID 05-119-23-34-0019) (City File No. 23-014)** Lee Bennett submitted a Conditional Use Permit application for a detached garage with sidewalls exceeding 10 feet in height in the front yard of 10208 Hage Drive. *The Planning Commission recommended approval of the CUP at the August 3 meeting. This item is scheduled for the August 24, 2023 Regular Meeting.*
7. **Sunram IUP (PID 26-119-23-21-0006) (City File No. 23-015)** *Ryan Sunram applied for an Interim Use Permit to allow staging and stockpiling soil for construction projects at 20305 County Road 50. This item is complete for review and is scheduled for the September 3 Planning Commission meeting.*
8. **Corcoran Storage II (PID 31-119-23-33-0001) (City File No. 23-016)** Scherber and Associates, LLC. applied for a Site Plan, Conditional Use Permit, Variance, and a Rezoning to allow a 6-building storage facility at 23730 Highway 55. *After the Public Hearing and Discussion, the Planning Commission recommended denial of the application. This item is scheduled for the August 24, Regular Meeting.*
9. **NE Hackamore 116 Sketch Plat (PID 36-119-23-33-0010) (City File No. 23-017)** Gonyea Company and Lakeview Development submitted a sketch plat application for a home development on the northeast corner of Hackamore Road and County Road 116. The concept is to rezone 36.75 acres from Single Family Residential 2 (RSF-2) to Single Family and Two Family Residential (RSF-3) to allow the development of 66 single family homes with a minimum lot width of 65'. *The applicant received Council feedback at the July 27 meeting and is not scheduled for any upcoming meetings.*
10. **Kariniemi/Jensen Concept Plan (PID 11-119-23-21-0002) (City File No. 23-018)** Nate Kariniemi submitted a concept plan for a proposed Open Space and Preservation plat subdivision at 20400 County Road 30. The concept consists of 16 single-family lots ranging from 1-2.2 acres and a 52.4-acre outlot. *The applicant received Council feedback at the July 27 meeting and is not scheduled for any upcoming meetings.*

# 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.*

## ***September 12, 2023 – Annual Charter Commission Meeting – May move dates as a August meeting was scheduled***

- 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 Work Session***

- Underlying Zoning Districts

## ***September 14, 2023***

- Preliminary Budget and Levy
- Fund Creation – Internal Revenue Account – Recruitment and Retention
- Levy Insert
- Park Signs

## ***September 28, 2023***

- Progress Report – 2023 Goals and Measurables
- Follow Up – Met Council - Density
- Red Barn Pet Retreat
- Funding Plan for Hackamore and City Center Drive and 79<sup>th</sup> Place – 2023A Bonds and ARPA
- Planning Project Update

## ***October 12, 2023 Work Session (Tentative)***

- LPR Cameras

## ***October 26, 2023***

- Planning Project Update
- Robbie Kottke - Years of Service Recognition (5 Years)

## ***November 9, 2023***

- Discuss the Assessor Contract – Need to Give Notice of Renewal by March 1, 2024 – If RFP Start in December

## ***November 20, 2023 (Monday Meeting Due to Holiday)***

- 2024 Meeting Calendar

**December 18, 2023 (Monday Meeting - Only Meeting in December )**

- Truth and Taxation Hearing
- Final 2024 Budget and Levy
- 2024 Wages

**Additional Future Meetings**