

HYBRID MEETING OPTION AVAILABLE

The public is invited to attend the regular Council meetings at City Hall.

**Corcoran City Council Agenda
September 23, 2021 - 7:00pm**

Meeting Via Telephone/Other Electronic Means

Call-in Instructions:

+1 312 626 6799 US

Enter Meeting ID: 886 3491 3367

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

Video Link and Instructions:

<https://us02web.zoom.us/j/88634913367>

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

Meeting ID: 886 3491 3367

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

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

7. Consent Agenda

- a. Draft Minutes of September 9, 2021 Work Session*
- b. Draft Minutes of September 9, 2021 Council Meeting*
- c. Financial Claims*
- d. Preliminary Levy*
- e. Insert for Mailings*
- f. Construction Sign Ordinance Update*
- g. Call Assessment Hearings – Appaloosa Woods and Corcoran East/West Street Improvements Projects*
- h. City Hall Remodel – Change Order #7*
- i. Tavera 2nd Addition Final Plat and Final PUD Plan*
- j. Advanced Bond Payment – 2012B*
- k. Early Site Grading Work Agreement – Amberly/Bellwether*
- l. Resolution Approving Donation to Police Department*
- m. Special Event Request -- Stanchion Bar*

8. Planning Business – Public Comment Opportunity

- a. Public Hearing – Amendment to Chapter 82 (Nuisances) of the City Code related to Outside Storage*
- b. Garages Too Rezoning, Variance, Conditional Use Permit, Site Plan, Preliminary Plat*
- c. Karinemi Sketch Plan*

9. Unfinished Business – Public Comment Opportunity

- a. Draft Garbage Hauler License Requirements*

10. New Business – Public Comment Opportunity

- a. City Park Water Connection*
- b. Schedule Work Session – Water Supply Planning*

11. Closed Session

- a. Closed session as permitted by the attorney-client privilege to discuss response related to the qui tam action filed by Steven Kleiber against Nelson Auto Center, Inc.

...Continued on the following page...



- b. Closed session to develop and consider an offer for the purchase of certain real property affecting the following parcels:

	PID No.	Legal Description
i	36-119-23-23-0008	Outlot A, Country Seasons Estates
ii	36-119-23-23-0003	Lot 1, Block 1, Country Seasons Estates
iii	36-119-23-23-0007	Lot 4, Block 2, Country Seasons Estates
iv	36-119-23-32-0003	Lot 1, Block 3, Country Seasons Estates
v	36-119-23-32-0010	Lot 8, Block 3, Country Seasons Estates
vi	36-119-23-32-0015	Outlot C, Country Seasons Estates
vii	36-119-23-32-0014	Outlot B, Country Seasons Estates
viii	36-119-23-32-0011	Lot 9, Block 3, Country Seasons Estates
ix	36-119-23-32-0012	Lot 10, Block 3, Country Seasons Estates
x	36-119-23-32-0013	Lot 11, Block 3, Country Seasons Estates"

12. Staff Reports

- a. Active Corcoran Planning Applications*
- b. Charter Commission Appointment Update

13. 2021 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.



CITY OF CORCORAN

MISSION

THE CITY OF CORCORAN WILL PROVIDE HIGH-QUALITY PUBLIC SERVICES IN A COST-EFFECTIVE, RESPONSIBLE, AND PROFESSIONAL MANNER IN ORDER TO CREATE A PREFERRED ENVIRONMENT TO LIVE, WORK, PLAY, AND CONDUCT BUSINESS.

VISION

THE CITY OF CORCORAN WILL BECOME A VIBRANT, CONNECTED COMMUNITY WHILE PRESERVING ITS NATURAL CHARACTER AND AGRICULTURAL ROOTS.

VALUES

The following values are fundamental to the City of Corcoran's success and the fulfillment of our mission:

Honesty, Ethics, Integrity

We believe that honesty, ethics, and integrity are the foundation blocks of public trust and confidence.

Community Pride and Partnership

We believe in creating a strong sense of community through partnerships with civic organizations, school districts, and local businesses.

Efficient and Effective Service Delivery

We believe providing services to residents and businesses in an efficient and effective manner makes government easier to work with and creates a business friendly environment.

Community Safety

We will protect the community by maintaining or improving safety through police and fire protection and by investing and maintaining the infrastructure of the City.

Fiscal Responsibility

We believe that the prudent stewardship and opportunistic investment of public funds is essential for confidence in government and to position the City for future success.

Transparency

We believe that open, honest, and proactive communication is essential for an informed and involved citizenry. Processes and decision making should include opportunities to educate citizens and receive feedback.

Responsible Decision Making

We believe it is the responsibility of the City to address difficult issues now in order to avoid larger more difficult issues in the future.

CORE STRATEGIES

- *Enhance Corcoran's sense of place and identity.*
- *Provide diverse community amenities and recreational opportunities.*
- *Maintain excellence in safety and security for our community.*
- *Ensure high-quality, market-driven growth.*
- *Provide high-quality, innovative municipal services.*

ADOPTED MARCH 11, 2021

STAFF REPORT

Agenda Item 4.

Council Meeting: September 23, 2021	Prepared By: Brad Martens
Topic: Commission Representatives	Action Required: None – Informational

Summary:

The advisory commission representatives for the September 23rd Council meeting are as follows:

- Planning Commission: Jim Shoulak
- Parks and Trails Commission: Val Nybo

Financial/Budget:

N/A

Council Action:

N/A

Attachments:

N/A



CITY OF CORCORAN
City Council Work Session Minutes
September 9, 2021 – 5:30 pm

The Corcoran City Council met on September 9, 2021, in Corcoran, Minnesota. The City Council meeting was held in person and the public was present in person and remotely through electronic means using the audio and video conferencing platform Zoom.

Mayor McKee, Councilor Nichols, Councilor Schultz, and Councilor Vehrenkamp were present. Councilor Bottema was excused.

City Administrator Martens, Administrative Services Director Beise, Finance Manager Ung, and Director of Public Safety Gottschalk were present. Public Works Director Mattson was present remotely through electronic means.

1. Call to Order / Roll Call

Mayor McKee called the work session to order at 5:30 pm.

2. Draft 2022 Budget and Financial Management Plan

City Administrator Martens outlined the budget draft presented to date, cuts requested from Council, and reduction of the tax levy. City Administrator Martens reviewed the projected tax rate decrease from 43.522 to 43.168 percent. City Administrator Martens noted the preliminary levy is used as a draft for property tax notices. Council and staff discussed dust control, the impact of the tax rate decrease, and water and sewer budgets. Council and staff discussed outsourced professional planning services and in-house planning employees. Council and staff discussed the code enforcement. Council and staff discussed deferring staffing positions. Council and staff discussed the development superintendent role and operations manager roles and expectations for external versus internal hiring. Council and staff reviewed positions and gaps within departments and expectations and impacts in the 2022 budget. Council and staff discussed options for City Council Minutes. Council discussed staff retention, attracting new staff, work environment and compensation. City Administrator Martens reviewed compensation package development and current challenges within compensation structure within the higher-level staffing positions. Director of Public Safety Gottschalk reviewed past candidates, retention of staff with police departments in general, local agency candidate competition, and wage comparison with competing agencies. City Administrator Martens and Council reviewed tax impacts with a decreased tax rate, home valuation, and value of services within the City. Council and staff discussed current assessed home valuations and impacts to overall property taxes. City Administrator Martens noted the budget will be presented as a consent agenda item at the September 23 Council meeting. Council and staff discussed the Hennepin County insert and including additional information referencing different property tax types.

3. Unscheduled Items

No unscheduled business.

4. Adjournment

MOTION: made by Schultz, seconded by Nichols to adjourn.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

Meeting adjourned at 6:35 pm.



CITY OF CORCORAN
City Council Meeting Minutes
September 9, 2021 - 7:00 pm

The Corcoran City Council met on September 9, 2021, in Corcoran, Minnesota. The City Council meeting was held in person and the public was present in person and remotely through electronic means using the audio and video conferencing platform Zoom.

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

City Administrator Martens, Administrative Services Director Beise, and Public Works Director Mattson were present. Public Works Director Mattson was present through electronic means.

1. Call to Order/Roll Call

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

2. Pledge of Allegiance

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

3. Oath of Office – Dean Vehrenkamp

Administrative Services Director Beise administered the Oath of Office to Dean Vehrenkamp and acknowledged Mr. Vehrenkamp duly sworn in. Staff and Council welcomed Councilmember Vehrenkamp.

4. Agenda Approval

MOTION: made by Nichols, seconded by Schultz to approve the agenda as presented.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

5. Commission Representatives

Mayor McKee noted Planning Commissioner Lanterman was present at the meeting, and Parks and Trails Commissioner Hoffmann was present through electronic means. Mayor McKee invited Commissioners Lanterman and Hoffmann to speak on relevant agenda items.

6. Open Forum (Public Comment Opportunity)

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

7. Presentations/Recognitions

a. Police Oath – Josh Lawson

Director of Public Safety Gottschalk introduced Officer Lawson. Administrative Services Director Beise administered the Police Officer Oath to Officer Lawson and acknowledged Officer Lawson duly sworn in. Staff and Council welcomed Officer Lawson to the City of Corcoran Police Department.

b. Sergeant Promotion – Pete Ekenberg

Director of Public Safety Gottschalk introduced Sergeant Ekenberg, noting his years of service, and his new promotion to sergeant within the Corcoran Police Department. Staff and Council congratulated Sergeant Ekenberg and thanked him for his service.

8. Consent Agenda

- a. Draft Minutes of August 26, 2021, Work Session
- b. Draft Minutes of August 26, 2021, Council Meeting
- c. Financial Claims
- d. Waiver Request for Amplified Sound – Corcoran Lions Park for Buffalo Demolition Derby
- e. Planning Commission Resignation – Dean Vehrenkamp

f. St. John's Lutheran School City Park Usage

g. 66th Avenue/Gleason Parkway Corridor Improvements – Pay Request #1

MOTION: made by Schultz, seconded by Nichols to approve consent agenda items as presented.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

9. Planning Business -- None

10. Unfinished Business (Public Comment Opportunity)

City Administrator Martens invited residents to participate in person and telephonically to comment for Unfinished Business items 10a., and 10b. Administrative Services Director Beise explained the instructions to participate in the meeting via the Zoom video format and reviewed instructions for participation in the meeting through telephone or computer. No residents participated in the public comment opportunity.

a. Northeast Corcoran Water Project

Civil Engineer Steve Hegland, Stantec (formerly Wenck) presented the report including well 1 and treatment site progress to date, permit processes, and water treatment facility options. Mr. Hegland noted the water treatment facility in Corcoran will include treatment for iron and manganese and will include both flexibility and versatility to adapt to future needs. Mr. Hegland reviewed well and trunk infrastructure processes, noting the three trunk systems include sewer, raw water main, and potable water main. Mr. Hegland reviewed surrounding developments needing water treatment facility extensions and noted corridor easements and property acquisitions will be necessary to accommodate the trunk systems and extensions as the project continues. Mr. Hegland reviewed overhead tower or underground storage cost options for a water storage are similar, and the varying costs dependent upon site conditions. Mr. Hegland reviewed project timelines through the end of 2021 and into spring of 2022, noting preliminary architecture, site layout and storage type discussions in October or November of 2021. Council and staff discussed project progress and phases, and costs for water treatment design services with Stantec. Council and staff discussed prioritizing a natural environment regarding in-ground water storage and creating an amenity that adds value to a neighborhood. Council noted the footprint of an in-ground storage is greater than an above-ground tower. City Administrator Martens presented the water tower location and the projected shadows throughout the year. Council discussed impacts to future residents on the lots falling within the projected shadow locations prior to the water tower construction. Public Works Director Mattson added context noting the purpose of the feasibility study is to identify big components of the project such as storage size, land acquisition, location, etc., and represents general ideas, followed by in-depth project details and discussion once those components are established. Public Works Director Mattson noted there are several sites being targeted. Public Works Director Mattson explained the Bellwether community focus reflects the cost-effective opportunity with the new development. Public Works Director Mattson clarified the goal is to identify questions and deliver options and assist Council to make informed decisions. Council discussed the 750-gallon underground storage facility versus a 180-foot tower, local underground storage facility examples, and landscaping around underground storage facilities. Council and staff reviewed estimated cost of \$14.5 million dollars and project parameters, including future security aspects discussions regarding online access to control systems within the preliminary 30 percent designs stage with consideration of overall water system security. Council and staff discussed when RFP's will occur for the project, utilization of professional services contracts allows the City to continue with the provider for necessary service prior to construction. Council noted at the construction phase, the project will go out for bid.

MOTION: made by Schultz, seconded by Nichols to approve the preliminary design of the NE Corcoran Water Supply project in the amount of \$360,000 as outlined in the proposal from Stantec (formerly Wenck).

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

b. Commissioner Appointment Process

City Administrator Martens reviewed the vacancy on the Planning Commission due to Council Vehrenkamp's appointment to Council and noted applications for the vacant seat are due October 20 at 4:00 pm. City Administrator Martens outlined the process options available to Council for appointing an applicant to the Planning Commission. Council discussed subcommittee options, creation of the subcommittee, noting the mayor, council liaison to commission, and commission chair be a part of application review discussions. Councilor Schultz noted interest in participating on the subcommittee. City Administrator Martens noted if more than 2 councilmembers participate on the subcommittee, a quorum would be present resulting in a public special meeting. Council discussed rotating subcommittee representatives and options. Council consensus was to form a subcommittee at a later Council meeting and determine subcommittee members when application process has closed.

11. New Business (Public Comment Opportunity)

City Administrator Martens invited residents to participate in person and telephonically to comment for New Business items 11a.-11d. Administrative Services Director Beise explained the instructions to participate in the meeting via the Zoom video format and reviewed instructions for participation in the meeting through telephone or computer. No residents participated in the public comment opportunity.

a. Paving Petition – Park Trail Road

City Administrator Martens outlined a paving petition for Park Trail Road and includes 7 interested properties of 13 properties on Park Trail Road. City Administrator Martens noted the remaining 6 properties on Park Trail Road are owned by one landowner and are currently vacant properties. City Administrator Martens outlined a feasibility study with Council approval would be completed on Park Trail Road to review the potential costs. City Administrator Martens noted assessments could be deferred on vacant properties, adding deferral increases carrying costs for the City. City Administrator Martens noted potential savings and efficiencies with paving the road at the time of 66th Avenue North paving. Council and staff discussed if transfer of property is treated the same as a sale of property regarding assessments and would refer to the City Attorney for guidance. Administrative Services Director Beise noted deferral under policy is Green Acres and Ag preserve. Council discussed deferred assessment timelines and the life of the road. Council asked for clarification of type of paving on Park Trail Road. City Administrator Martens noted the paved road would remain a rural section of road. Public Works Director Mattson added the road would be similar to Appaloosa Woods neighborhood roads, and is a shape and pave construction only, no road widening, and would include two cul-de-sacs for public safety, school buses, and plows. Public Works Director Mattson noted road life is 15 to 20 years for shape and pave construction, noting drain tile could be added, and possibly culvert replacements as necessary. Council debated the deferred assessment terms and noted Park Trail Road would be the third road project this year in Corcoran. City Administrator Martens noted a final determination regarding deferral terms and assessment costs will be reviewed after the feasibility study is completed. Council thanked residents for their initiative in petitioning to pave Park Trail Road.

MOTION: made by Schultz, seconded by McKee to approve staff to initiate a feasibility study to pave Park Trail Road.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

b. Stormwater Area Charge

Public Works Director Mattson reviewed how stormwater system expenses are currently funded through the general fund and discussed how revenue for stormwater management systems are commonly generated outside of the general tax levy through area charges or utility fees. Public Works Director Mattson noted current funding for stormwater system expenses. Public Works Director reviewed future stormwater system responsibilities and expectations and evaluating a mechanism to implement stormwater area charges as property develops. Council and staff discussed a fund similar to the sewer and water fund, noting at the property development stage, there could an area charge collected and allocated to an enterprise fund to be used for water resources or stormwater management systems. Staff discussed the complexity of what future water resource and stormwater systems needs may be, outside of developments, but that enhance stormwater systems, and directly

relate to the development. Council discussed drainage and ditch issues as developments occur, both onsite and offsite development projects. Council discussed value in evaluating a mechanism for the offsite water resource and stormwater system projects as properties develop and change.

MOTION: made by Vehrenkamp, seconded by Nichols to approve the Stormwater Area Charge Study proposal as outlined from Stantec/Wenck in the amount of \$14,200.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

c. Job Description Update – Public Safety Administrative Manager

Director of Public Works Director Gottschalk reviewed the changes within the department, management of information systems within the department, department growth, and evolution of BCA and FBI compliance within the police department and the transition from an administrative assistant position to a public safety administrative manager position.

MOTION: made by Nichols, seconded by Schultz to approve Resolution 2021-100 Amending the Organizational Structure of the City of Corcoran Police Department.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

d. Potential Town Hall Meeting

City Administrator Martens reviewed community communication avenues and the potential for a Town Hall Meeting for Corcoran residents. Council and staff reviewed local venue possibilities, resident opportunities to reach out to Council, public engagement at Council meetings, and potential interest in a Town Hall Meeting. Council reviewed topics that could be included in discussions at a Town Hall Meeting, combining a Town Hall Meeting with another City events. Council and staff discussed different ways residents can obtain information regarding developments and active projects in Corcoran. Council consensus created a Town Hall subcommittee of Mayor McKee and Councilor Vehrenkamp to organize a future resident Town Hall Meeting.

12. Staff Reports -- None

13. 2021 City Council Schedule

City Administrator Martens noted the upcoming Council schedule.

MOTION: made by Nichols, seconded by Vehrenkamp to adjourn.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

Meeting adjourned at 8:33 pm.

Michelle Friedrich – Deputy Clerk

Agenda Item 7c.
Council Meeting Date: 9/23/2021
Prepared By: Maggie Ung

FINANCIAL CLAIMS

CHECK RANGE

Agenda Item: 7c.
Paid to
 SEE THE REGISTER FOR #500 CLAIMS

<u>FUND #500 ESCROW CLAIMS</u>	
Amount	Project name
Total	<u>\$0.00</u>
Total Fund #500 =	
(See attached Payments Detail)	
	\$ -

Agenda Item: 7c.

<u>ALL OTHER FINANCIAL CLAIMS</u>		\$ 261,857.21
(See attached Check Detail Register)		
Total Checks		\$ 261,857.21
Total of Auto Deductions		\$ 174,664.04
TOTAL EXPENDITURES FOR APPROVAL		<u>\$ 436,521.25</u>

Auto Deductions / Electronic Fund Transfer / Other Disbursements

Date	Paid to	Amount	
9/3/2021	MN PERA	\$ 15,808.00	Pension Plan
9/3/2021	RevTrak	\$ 1,195.00	Credit Card Fees
9/3/2021	ACH	\$ 15.00	ACH Fee
9/7/2021	Optum	\$ 14,053.16	PP11-PP17 Employee HSA
9/7/2021	State of MN	\$ 26,400.00	PP11-PP17 Deferred Compensation and Healthc
9/9/2021	ADP	\$ 59,553.45	Net Payroll
9/9/2021	ADP	\$ 22,653.68	Payroll Taxes
9/9/2021	RevTrak	\$ 1,380.09	Credit Card Fees
9/13/2021	MN PERA	\$ 16,113.14	Pension Plan
9/14/2021	Optum	\$ 3,974.81	Employee HSA
9/14/2021	State of MN	\$ 4,416.28	Deferred Compensation and Healthcare Savings
9/14/2021	MN Dept of Revenue	\$ 61.56	Fuel Tax
9/3/2021	BCA Training	\$ 375.00	PD Training
9/7/2021	Larson Electronics	\$ 7,230.98	Insurance Claim
9/9/2021	ZOOM	\$ 16.11	Zoom for Council Worksession
9/9/2021	ZOOM	\$ 69.88	Zoom for Council Meetings
9/13/2021	FLEETIO.COM	\$ 30.00	PD Software
9/13/2021	PosPaper	\$ 67.90	PD Thermal Paper
9/13/2021	Breezy Point	\$ 615.00	PD Training
9/13/2021	Breezy Point	\$ 615.00	PD Training
9/15/2021	Sensible Land Use Coal	\$ 20.00	Planner Training
Total		<u>\$ 174,664.04</u>	

CITY OF CORCORAN

09/17/21 11:08 AM

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***Check Detail Register©**

September 2021

Check Amt Invoice Comment

10100 Farmers State Bank

Unpaid		ADP, LLC		
E 100-41941-300	Professional Svcs (GENERAL)	\$304.93	586405547	PAYROLL ENDING 07/31/2021
E 100-41941-300	Professional Svcs (GENERAL)	\$420.66	587300615	PAYROLL ENDING 08/20/2021
E 100-41941-300	Professional Svcs (GENERAL)	\$290.67	588134148	PAYROLL ENDING 09/03/2021
Total ADP, LLC		\$1,016.26		

Unpaid		AMAZON CAPITAL SERVICES		
E 100-41941-210	Operating Supplies (GENERAL)	\$439.09	1DDX-VN9P-R	BULLETIN BOARD
E 100-42100-417	Uniforms	\$33.04	1H1W-QJXF-F	PD PIN
Total AMAZON CAPITAL SERVICES		\$472.13		

Unpaid		AMS OIL		
E 100-43100-212	Motor Fuels	\$88.08	2089	OIL
Total AMS OIL		\$88.08		

Unpaid		BEAUDRY OIL COMPANY		
E 100-43100-212	Motor Fuels	\$1,261.75	1872029	GASOLINE
E 100-43100-212	Motor Fuels	\$1,086.48	1883390	GASOLINE
E 100-42100-212	Motor Fuels	\$1,358.65	1883391	GASOLINE
Total BEAUDRY OIL COMPANY		\$3,706.88		

Unpaid		BEISE, JESSICA		
E 100-41400-210	Operating Supplies (GENERAL)	\$17.70		MILEAGE
G 100-21709	Dependent Care FSA Withhold	\$1,275.00	05/062021	DEPENDENT CARE REIMBURSEMENT
Total BEISE, JESSICA		\$1,292.70		

Unpaid		BIFFS INC.		
E 100-45200-210	Operating Supplies (GENERAL)	\$174.00	W831253	PORTER POTTY RENTAL
E 100-45200-210	Operating Supplies (GENERAL)	\$76.50	W831254	PORTER POTTY RENTAL
E 100-45200-210	Operating Supplies (GENERAL)	\$250.50	W831255	PORTER POTTY RENTAL
E 100-45200-210	Operating Supplies (GENERAL)	\$76.50	W831256	PORTER POTTY RENTAL
E 100-45200-210	Operating Supplies (GENERAL)	\$174.00	W831257	PORTER POTTY RENTAL
Total BIFFS INC.		\$751.50		

Unpaid		BLACKFIRE CREATIVE		
E 100-42100-200	Office Supplies (GENERAL)	\$1,474.00	5357	PD SIGNS
E 100-42100-223	Building Repair Supplies	\$1,474.68	5357	PD SIGNS
Total BLACKFIRE CREATIVE		\$2,948.68		

Unpaid		BOYER TRUCKS		
E 100-43100-220	Repair/Maint Supply (GENERAL)	\$13.39	03P9461	PARTS
Total BOYER TRUCKS		\$13.39		

Unpaid		BRODERSEN, SHANE		
R 601-49400-36233	Refunds/Reimbursements	\$187.61	UB 082021	UTILITY REFUND
Total BRODERSEN, SHANE		\$187.61		

Unpaid		CARSON, CLELLAND & SCHREDER		
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CITY OF CORCORAN

***Check Detail Register©**

September 2021

		Check Amt	Invoice	Comment
E 427-43100-530	Improvements Other Than Bldgs	\$546.26	08312021	66TH AVE CORRIDOR EASEMENT ACQUISITION
G 500-20228	Garages RZ, VAR, SP/CUP 21-016	\$356.25	08312021	GARAGES TOO
G 500-20332	Lennar Tavera Development	\$47.50	08312021	TAVERA
E 100-42100-304	Legal Fees	\$2,050.64	08312021	CRIMINAL EXPENSES
E 100-42100-304	Legal Fees	\$43.43	08312021	PROFESSIONAL SERVICES
E 205-42100-304	Legal Fees	\$32.50	08312021	CRIMINAL EXPENSES
G 500-20445	Ravinia 9th FP and PUD 17-042	\$71.25	08312021	RAVINIA 13TH
E 100-41600-300	Professional Srvs (GENERAL)	\$1,935.65	08312021	CIVIL
E 100-41600-300	Professional Srvs (GENERAL)	\$71.25	08312021	MAYOR RESTORATION ORDER APPEAL
Total CARSON, CLELLAND & SCHREDER		\$5,154.73		
Unpaid CENTURY LINK				
E 100-43100-321	Telephone	\$138.29	08282021	LAND LINE/FIRE MONITORING-9100
Total CENTURY LINK		\$138.29		
Unpaid CINTAS - 470				
E 100-43100-210	Operating Supplies (GENERAL)	\$46.73	4095210416	PUBLIC WORKS
E 100-41941-210	Operating Supplies (GENERAL)	\$58.34	4095210458	CITY HALL
E 100-43100-417	Uniforms	\$164.01	4095210496	UNIFORMS
Total CINTAS - 470		\$269.08		
Unpaid CIRCLE K FLEET				
E 100-42100-212	Motor Fuels	\$19.52	73920652	FLEET FUEL CARD
Total CIRCLE K FLEET		\$19.52		
Unpaid COMPUTER INTEGRATION TECH				
E 100-41951-300	Professional Srvs (GENERAL)	\$1,539.00	314540	SUPPORT SERVICES
E 100-41951-300	Professional Srvs (GENERAL)	\$872.00	314963	SUPPORT SERVICES
Total COMPUTER INTEGRATION TECH		\$2,411.00		
Unpaid CORCORAN COMMUNITY FUND				
R 100-45200-36233	Refunds/Reimbursements	\$520.00		BEAN BAG TOURNAMENT COUNTRY DAZE
Total CORCORAN COMMUNITY FUND		\$520.00		
Unpaid CORE & MAIN				
E 100-43170-300	Professional Srvs (GENERAL)	\$861.10	P522907	DOWNTOWN STORMWATER
Total CORE & MAIN		\$861.10		
Unpaid DELTA DENTAL				
E 100-41400-131	Employer Paid Health	\$187.40		DENTAL INSURANCE
Total DELTA DENTAL		\$187.40		
Unpaid DIAMOND MOWERS				
E 100-43100-220	Repair/Maint Supply (GENERAL)	\$356.82	0204542	SUPPLIES
Total DIAMOND MOWERS		\$356.82		
Unpaid ECM PUBLISHERS INC				
E 100-41941-210	Operating Supplies (GENERAL)	\$87.06	851875	ORDINANCE 2021-426
E 100-41941-210	Operating Supplies (GENERAL)	\$51.66	853005	SEPT 23 AMENDMENT

CITY OF CORCORAN

***Check Detail Register©**

September 2021

		Check Amt	Invoice	Comment
Total ECM PUBLISHERS INC		\$138.72		
Unpaid EMPLOYEE RELATIONS				
E 100-42100-300	Professional Svcs (GENERAL)	\$659.91	91109	BACKGROUND CHECK
Total EMPLOYEE RELATIONS		\$659.91		
Unpaid EXPRESS FIRE PROTECTION				
E 411-43100-520	Buildings and Structures	\$1,055.00	12421	SPRINKLER INSPECTION
Total EXPRESS FIRE PROTECTION		\$1,055.00		
Unpaid FERGUSON WATERWORKS				
E 601-49400-215	Water Meters	\$670.44	0481700	WATER METERS
Total FERGUSON WATERWORKS		\$670.44		
Unpaid FP MAILING SOLUTIONS				
E 100-41941-201	Postage/Shipping	\$128.85	RI105026702	QTRLY MAIL METER
Total FP MAILING SOLUTIONS		\$128.85		
Unpaid GOPHER STATE ONE CALL				
E 601-49400-380	Utility & Services (GENERAL)	\$242.33		SERVICE
E 602-49450-380	Utility & Services (GENERAL)	\$242.32		SERVICE
Total GOPHER STATE ONE CALL		\$484.65		
Unpaid GRAINGER				
E 100-41941-210	Operating Supplies (GENERAL)	\$140.30	9041735532	PAPER TOWELS
Total GRAINGER		\$140.30		
Unpaid H & H GLASS				
E 100-42100-223	Building Repair Supplies	\$450.00	092021	RECONFIGURE GLASS
Total H & H GLASS		\$450.00		
Unpaid HEINECKE, ERIK				
E 100-42100-223	Building Repair Supplies	\$350.00	092021	GLASS REPAIR
Total HEINECKE, ERIK		\$350.00		
Unpaid HENN CO SHERIFF-MC131				
E 100-42100-301	Prisoner	\$75.00	1000170764	PD BOOKING
Total HENN CO SHERIFF-MC131		\$75.00		
Unpaid HENNEPIN COUNTY INFO TECH				
E 100-42100-323	Radio Units	\$1,356.73	1000171001	Hennepin Co Radio Lease
E 100-43100-210	Operating Supplies (GENERAL)	\$220.95	1000171068	PW RADIO FEE
Total HENNEPIN COUNTY INFO TECH		\$1,577.68		
Unpaid HLS OUTDOOR - BROOKLYN PARK				
E 100-45200-221	Maintenance Projects	\$392.36	5098596-001	PW SUPPLIES
Total HLS OUTDOOR - BROOKLYN PARK		\$392.36		
Unpaid HOLIDAY COMPANIES				

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E 100-42100-220 Repair/Maint Supply (GENERAL)	\$60.00	092021	CAR WASH
Total HOLIDAY COMPANIES	\$60.00		

Unpaid	LANDFORM		
G 500-20396 Ravinia 4th Addition	\$71.00	32044	RAVINIA 4TH ADDITION FINAL PUD & FINAL PLAT 16-004
G 500-20430 Bass Lk Cross FP, FPUD, 17-022	\$376.75	32045	BASS LAKE CROSSING FP FPUD & DA 17-022
G 500-20442 Bass Lake Est. FP, PUD 17-036	\$738.00	32045	BASS LAKE ESTATES FP & FINAL PUD 17-036
G 500-20465 Ravinia 10th FP & PUD 18-034	\$106.50	32046	RAVINIA 10TH FP & FINAL PUD 18-034
G 500-20497 Kariniemi PP 20-016	\$35.50	32047	KARINEIMI FINAL PLAT 20-036
G 500-20223 Napa Site Plan CUP 21-004	\$142.00	32048	NAPA CUP AND SP 21-004
G 500-20459 Refuge of Rush Creek FP 18-028	\$35.50	32048	REFUGE AT RUSH CREEK VACATION 21-005
E 100-41910-300 Professional Srvs (GENERAL)	\$1,861.50	32048	URBAN CONSERVATION SUBDIVISION 21-011
G 500-20227 D&D Service CUP SP VAR 21-012	\$35.50	32048	D&D SERVICE CUP SE AND VAR 21-012
E 100-41910-300 Professional Srvs (GENERAL)	\$71.00	32048	ZONING ORDINANCE AMENDMENT
G 500-20228 Garages RZ, VAR, SP/CUP 21-016	\$1,868.50	32048	GARAGES RZ, VAR, SP & CUP 21-016
G 500-20436 Pulte Encore - PUD Skch 17-029	\$142.00	32048	AMBERLEY & BELLWETHER RZ PP PUD 21-017
G 500-20229 Dornsbach CUP 21-018	\$667.50	32048	DORNSBACH CUP 21-018
E 100-41910-300 Professional Srvs (GENERAL)	\$426.00	32048	ZONING & LAND USE MAP UPDATE 21-020
G 500-20221 Franzen Minor Subd #20-049	\$284.00	32048	FRANZEN FINAL PLAT 21-021
G 500-20356 Magnan Dev Rights	\$35.50	32048	MAGNAN DEV RIGHTS APPEAL 21-024
G 500-20357 Gordon Country Estates	\$35.50	32048	GORDON COUNTRY ESTATES 21-025
G 500-20490 Cook Lake - Schommer	\$997.25	32048	COOK LAKE HIGHLANDS 21-028
E 100-41910-300 Professional Srvs (GENERAL)	\$284.00	32048	ACCESSORY BUILDING AMENDMENT
G 500-20361 Bechtold Farm	\$319.50	32048	BECHTOLD FARM PP 21-030
E 100-41910-300 Professional Srvs (GENERAL)	\$830.00	32048	NUISANCE ORDINANCE UPDATES 20-032
G 500-20484 Kariniemi WCA	\$1,317.00	32048	KARINIEMI ROEHLKE SKETCH 20-033
E 100-41910-300 Professional Srvs (GENERAL)	\$687.00	32048	ZONING AMENDMENT FOR ASSEMBLY USES 21-034
G 500-20332 Lennar Tavera Development	\$2,124.00	32048	TAVERA 2ND ADD FP AND FPUD 21-036
G 500-20436 Pulte Encore - PUD Skch 17-029	\$1,383.00	32048	AMBERLEY & BELLWETHER 6TH FP AND FPUD 21-037
G 500-20357 Gordon Country Estates	\$525.50	32048	GORDON'S COUNTRY ESTATE 1ST ADDITION FP 21-038
E 100-41910-300 Professional Srvs (GENERAL)	\$6,356.25	32048	CITY BUSINESS
E 100-41920-300 Professional Srvs (GENERAL)	\$2,656.50	32048	CODE ENFORCEMENT
E 100-41910-300 Professional Srvs (GENERAL)	\$200.00	32048	MTG-CITY MEETINGS
Total LANDFORM	\$24,612.25		

Unpaid	LOBERG ELECTRIC INC		
E 411-43100-520 Buildings and Structures	\$191.52	27819	FIRE ALARM
Total LOBERG ELECTRIC INC	\$191.52		

Unpaid	MARTIN-MCALLISTER		
E 100-42100-300 Professional Srvs (GENERAL)	\$1,350.00	14104	PERSONNEL EVALUATION
Total MARTIN-MCALLISTER	\$1,350.00		

Unpaid	MENARDS MAPLE GROVE		
E 100-45200-210 Operating Supplies (GENERAL)	\$11.99	87924	PADLOCK
E 100-45200-210 Operating Supplies (GENERAL)	\$23.98	88030	PADLOCK

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Total MENARDS MAPLE GROVE		\$35.97		
Unpaid METROPOLITAN COUNCIL ENVIRO				
E 602-49450-312	MCES Sewage Treatment	\$6,213.01		MATERIAL TREATMENT
Total METROPOLITAN COUNCIL ENVIRO		\$6,213.01		
Unpaid MILLER CHEVROLET				
E 100-43100-220	Repair/Maint Supply (GENERAL)	\$140.28	170764	PAD
Total MILLER CHEVROLET		\$140.28		
Unpaid MINNESOTA OCCUPATIONAL HEALTH				
E 100-42100-300	Professional Srvs (GENERAL)	\$884.00	AUG2021	SERVICE
Total MINNESOTA OCCUPATIONAL HEALTH		\$884.00		
Unpaid NAPA AUTO PARTS - CORCORAN				
E 100-43100-210	Operating Supplies (GENERAL)	\$100.56	362802	BATTERY
E 100-43100-210	Operating Supplies (GENERAL)	\$61.99	363472	PW SUPPLIES
E 100-43100-210	Operating Supplies (GENERAL)	\$15.69	366288	BATTERY
E 100-42100-220	Repair/Maint Supply (GENERAL)	\$12.99	366297	FREIGHT
E 100-43100-210	Operating Supplies (GENERAL)	\$335.69	366308	PW SUPPLIES
E 100-43100-210	Operating Supplies (GENERAL)	\$25.16	366311	PW SUPPLIES
E 100-42100-220	Repair/Maint Supply (GENERAL)	\$5.29	368400	GLASS WIPES
E 100-43100-210	Operating Supplies (GENERAL)	\$21.98	369214	DEF FLUID
Total NAPA AUTO PARTS - CORCORAN		\$579.35		
Unpaid NORTHLAND TRUST SERVICES				
E 309-47000-600	Debt Srv Principal (GENERAL)	\$45,000.00	CORCO12A	FINANCIAL MANAGEMENT BOND PAYMENT
E 309-47000-610	Interest	\$787.50	CORCO12A	INTEREST
E 309-47000-620	Fiscal Agent s Fees	\$495.00	CORCO12A	FINANCIAL MANAGEMENT FEE
Total NORTHLAND TRUST SERVICES		\$46,282.50		
Unpaid NOVA FIRE PROTECTION INC				
E 100-43100-223	Building Repair Supplies	\$962.50	39018	LABOR
Total NOVA FIRE PROTECTION INC		\$962.50		
Unpaid NUTRIEN AG SOLUTIONS, INC.				
E 100-45200-221	Maintenance Projects	\$2,688.00	46683344	PARK PESTICIDES
E 100-45200-221	Maintenance Projects	\$2,016.00	46683356	PARK PESTICIDES
Total NUTRIEN AG SOLUTIONS, INC.		\$4,704.00		
Unpaid OFFICE DEPOT				
E 100-41941-200	Office Supplies (GENERAL)	\$57.38	192164084001	SUPPLIES
E 100-41941-200	Office Supplies (GENERAL)	\$14.99	192270027001	SIGN
Total OFFICE DEPOT		\$72.37		
Unpaid ON-SITE MEDICAL SERVICES INC				
E 100-42100-208	Training and Instruction	\$90.00	21542	HEARING TESTING
Total ON-SITE MEDICAL SERVICES INC		\$90.00		

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Unpaid					
REINKING, MARK					
E 601-49400-433	Dues and Memberships	\$23.00	092021		EXAM FEE REIMBURSEMENT
Total REINKING, MARK		\$23.00			
Unpaid					
SITE ONE LANDSCAPE SUPPLY					
E 100-43100-210	Operating Supplies (GENERAL)	\$45.62	112527117-00		DRAINTECH
E 100-43100-210	Operating Supplies (GENERAL)	\$12.94	112556502-00		VALVE BOX
Total SITE ONE LANDSCAPE SUPPLY		\$58.56			
Unpaid					
STREICHER S POLICE EQUIPMENT					
E 100-42100-417	Uniforms	\$19.99	I1521418		POLICE EQUIPMENT
E 100-42100-417	Uniforms	\$209.92	I1521539		UNIFORM
E 100-42100-417	Uniforms	\$149.98	I1523618		UNIFORM
Total STREICHER S POLICE EQUIPMENT		\$379.89			
Unpaid					
SUPERIOR BACKGROUND INVEST					
E 100-42100-300	Professional Svcs (GENERAL)	\$1,147.50			BACKGROUND INVESTIGATIONS
E 100-42100-300	Professional Svcs (GENERAL)	\$967.50			BACKGROUND INVESTIGATIONS
E 100-42100-300	Professional Svcs (GENERAL)	\$1,372.50			BACKGROUND INVESTIGATIONS
E 100-42100-300	Professional Svcs (GENERAL)	\$1,282.50			BACKGROUND INVESTIGATIONS
Total SUPERIOR BACKGROUND INVEST		\$4,770.00			
Unpaid					
TRANSUNION RISK & ALTERNATIVE					
E 100-42100-300	Professional Svcs (GENERAL)	\$75.00	202108		PD INVESTIGATIONS
Total TRANSUNION RISK & ALTERNATIVE		\$75.00			
Unpaid					
TWIN CITY SEED CO.					
E 100-43170-300	Professional Svcs (GENERAL)	\$235.00	50566		DOWNTOWN STORMWATER
Total TWIN CITY SEED CO.		\$235.00			
Unpaid					
VERIZON WIRELESS					
E 100-42100-321	Telephone	\$1,335.00			CELL SERVICE
Total VERIZON WIRELESS		\$1,335.00			
Unpaid					
WENCK ASSOCIATES, INC.					
E 100-43170-300	Professional Svcs (GENERAL)	\$1,992.50	1828202		TRAIL HAVEN/SCHUTTE RD BRIDGE REPLACEMENT DESIGN
G 500-20335	Lennar Eng Plan Review/Modific	\$39.00	1828203		CONSTRUCTION PLAN REVIEW & APPROVALS
G 500-20335	Lennar Eng Plan Review/Modific	\$8,178.47	1828203		LENNAR CONSTRUCTION INSPECTION
E 427-43100-530	Improvements Other Than Bldgs	\$4,290.88	1828204		66TH ST SURVEYING
E 427-43100-530	Improvements Other Than Bldgs	\$147.00	1828204		66TH ST DESIGN
E 427-43100-530	Improvements Other Than Bldgs	\$13,877.60	1828204		66TH ST CONSTRUCTION
E 601-49400-303	Engineering Fees	\$427.00	1828205		2020 SE CORCORAN TRUNK WATERMAIN
E 100-43170-300	Professional Svcs (GENERAL)	\$491.25	1828206		TRANSPORTATION
E 100-43170-300	Professional Svcs (GENERAL)	\$1,540.00	1828207		STORMWATER PERMITTING/DESIGN
G 500-20201	Building Permits Payable	\$1,650.00	1828208		SCHERBER/DALHKE GARAGE TOO DELINEATION
G 500-20201	Building Permits Payable	\$300.00	1828208		SCHERBER PROPERTY
G 500-20201	Building Permits Payable	\$487.50	1828208		RUSH CREEK RESERVE WETLAND BANK
E 100-43170-299	Watershed LGU	\$1,012.50	1828208		RESIDENT ITEMS

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	Check Amt	Invoice	Comment
E 100-43170-299 Watershed LGU	\$472.50	1828208	ERNIE MAYERS WCA VIOLATION
G 500-20201 Building Permits Payable	\$351.50	1828208	19701 JACKIE LANE
G 500-20201 Building Permits Payable	\$120.00	1828208	20240 HACKAMORE ROAD
G 500-20201 Building Permits Payable	\$501.50	1828208	WAWRA
G 500-20201 Building Permits Payable	\$1,020.00	1828208	BECHTOLD ROAD (SKIES LIMIT)
G 500-20332 Lennar Tavera Development	\$264.00	1828209	GENERAL ENGINEERING & PROJECT COORDINATION
G 500-20332 Lennar Tavera Development	\$1,457.00	1828209	PLAN REVIEW
G 500-20332 Lennar Tavera Development	\$922.50	1828209	STORMWATER
G 500-20332 Lennar Tavera Development	\$7,493.83	1828209	CONSTRUCTION OBSERVATION
G 500-20482 Nelson Sketch Plan 19-023	\$942.94	1828211	CONSTRUCTION OBSERVATION
G 500-20488 Rush Creek Reserve	\$2,009.00	1828212	PLAN REVIEW
G 500-20488 Rush Creek Reserve	\$2,763.75	1828212	STORMWATER
G 500-20488 Rush Creek Reserve	\$11,923.46	1828212	CONSTRUCTION OBSERVATION
G 500-20438 Bass Lk CR M/I HomeEngineering	\$1,266.35	1828249	BASS LAKE CROSSINGS
G 500-20423 Bass Lake Est Skch PUD 17-015	\$1,801.66	1828249	BASS LAKE ESTATES
G 500-20423 Bass Lake Est Skch PUD 17-015	\$235.60	1828249	COLD STORAGE CROSSINGS
G 500-20459 Refuge of Rush Creek FP 18-028	\$747.50	1828249	REFUGE AT RUSH CREEK WETLAND BANK
G 500-20477 Scherber CR30 WCA LGU	\$2,472.00	1828249	SCHERBER HWY 55
G 500-20223 Napa Site Plan CUP 21-004	\$852.50	1828249	NAPA
G 500-20221 Franzen Minor Subd #20-049	\$310.50	1828249	FRANZEN PRELIMINARY PLAT
G 500-20227 D&D Service CUP SP VAR 21-012	\$5,064.25	1828249	D&D
G 500-20497 Kariniemi PP 20-016	\$560.48	1828249	KARINEIMI ROLLING HILLS
G 500-20361 Bechtold Farm	\$690.00	1828249	BECHTOLD FARM DEVELOPMENT
G 500-20436 Pulte Encore - PUD Skch 17-029	\$5,078.50	1828251	VANBLARICOM PLAN REVIEW
G 500-20436 Pulte Encore - PUD Skch 17-029	\$5,609.65	1828251	CONSTRUCTION OBSERVATION
E 602-49450-303 Engineering Fees	\$645.50	1828253	SEWER UTILITY PLANNING/GIS SERVICES
E 601-49400-303 Engineering Fees	\$228.00	1828254	WATER UTILITY NE WATER SUPPLY
E 601-49400-234 Inspections	\$257.75	1828255	PULTE UTILITY CONNECTION
E 602-49450-234 Inspections	\$257.75	1828255	PULTE UTILITY CONNECTION
E 100-42400-303 Engineering Fees	\$1,274.00	1828255	PULTE BUILDING PERMIT SERVEY REVIEW
E 601-49400-234 Inspections	\$209.13	1828255	RAVINIA UTILITY CONNECTION
E 602-49450-234 Inspections	\$209.12	1828255	RAVINIA UTILITY CONNECTION
E 100-42400-303 Engineering Fees	\$612.50	1828255	RAVINIA BUILDING PERMIT SERVEY REVIEW
E 601-49400-234 Inspections	\$209.75	1828255	BASS LAKE CROSSING UTILITY CONNECTION
E 602-49450-234 Inspections	\$209.75	1828255	BASS LAKE CROSSING UTILITY CONNECTION
E 100-42400-303 Engineering Fees	\$196.00	1828255	BASS LAKE BUILDING PERMIT SERVEY REVIEW
G 500-20482 Nelson Sketch Plan 19-023	\$1,093.50	1828257	WETLANDS
G 500-20482 Nelson Sketch Plan 19-023	\$400.00	1828257	PROJECT ADMINISTRATION/LEGAL/PROPERTY
G 500-20482 Nelson Sketch Plan 19-023	\$727.84	1828257	SURVEYING
G 500-20482 Nelson Sketch Plan 19-023	\$1,485.00	1828257	DESIGN
G 500-20482 Nelson Sketch Plan 19-023	\$112.00	1828257	BIDDING
G 500-20482 Nelson Sketch Plan 19-023	\$1,581.50	1828257	CONSTRUCTION
E 100-43170-300 Professional Srvs (GENERAL)	\$1,323.00	1828258	GENERAL ENGINEERING SERVICES
E 100-43170-300 Professional Srvs (GENERAL)	\$549.00	1828258	PARK PLANNING
G 500-20204 Appaloosa Woods Feasibility	\$1,324.00	1828258	APPALOOSA WOODS
G 500-20488 Rush Creek Reserve	\$2,600.00	1828259	TURN LANES PROJECT DESIGN
E 429-43170-300 Professional Srvs (GENERAL)	\$10,407.25	1828260	CORCORAN TRAIL IMPROVEMENT DESIGN

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		Check Amt	Invoice	Comment
E 100-43170-300	Professional Srvs (GENERAL)	\$2,704.75	1828262	ELM CREEK CULVERT SURVEY
Total WENCK ASSOCIATES, INC.		\$117,981.76		
Unpaid WESTSIDE WHOLESALE TIRE				
E 100-43100-220	Repair/Maint Supply (GENERAL)	\$595.08	889081	ROLLER
E 100-45200-210	Operating Supplies (GENERAL)	\$50.82	890313	VEHICLE REPAIR
E 100-42100-220	Repair/Maint Supply (GENERAL)	\$30.00	890850	TIRE REPAIR
Total WESTSIDE WHOLESALE TIRE		\$675.90		
Unpaid WSB				
E 419-43100-300	Professional Srvs (GENERAL)	\$21,397.75	R-017789-000-	HACKAMORE
Total WSB		\$21,397.75		
Unpaid XCEL ENERGY				
E 100-43100-381	Street/Signal Lights	\$18.02	746077998	STREET LIGHTING
E 100-43100-380	Utility & Services (GENERAL)	\$24.78	746682317	UTILITIES
E 100-43100-380	Utility & Services (GENERAL)	\$138.89	746792378	UTILITIES
Total XCEL ENERGY		\$181.69		
Unpaid ZIEGLER INC				
E 100-43100-220	Repair/Maint Supply (GENERAL)	\$80.95	IN000161447	CYLINDER
E 100-43100-220	Repair/Maint Supply (GENERAL)	\$81.76	IN000162196	CYLINDER
E 100-43100-810	Refunds/Reimbursements	\$1,870.00	IN000229436	CORCORAN COUNTRY DAZE - JAYCEES
Total ZIEGLER INC		\$2,032.71		
Unpaid ZUTHER, SHAWNA				
E 100-41400-210	Operating Supplies (GENERAL)	\$15.12		MILEAGE
Total ZUTHER, SHAWNA		\$15.12		
10100 Farmers State Bank		\$261,857.21		

Fund Summary

10100 Farmers State Bank	
100 GENERAL FUND	\$67,244.21
205 DWI FORFEITURE FUND	\$32.50
309 D/S-EQUIPMENT CERTS	\$46,282.50
411 PUBLIC WORKS FACILITY	\$1,246.52
419 HACKAMORE UPGRADE (LENNAR)	\$21,397.75
427 GLEASON/66TH PARKWAY EXTENSION	\$18,861.74
429 CORCORAN TRAIL EAST/WEST	\$10,407.25
500 ESCROW HOLDING FUND	\$86,152.28
601 WATER	\$2,455.01
602 SEWER	\$7,777.45
	<u>\$261,857.21</u>

STAFF REPORT

Agenda Item 7d.

Council Meeting: September 23, 2021	Prepared By: Brad Martens
Topic: 2022 Preliminary Levy	Action Required: Approval

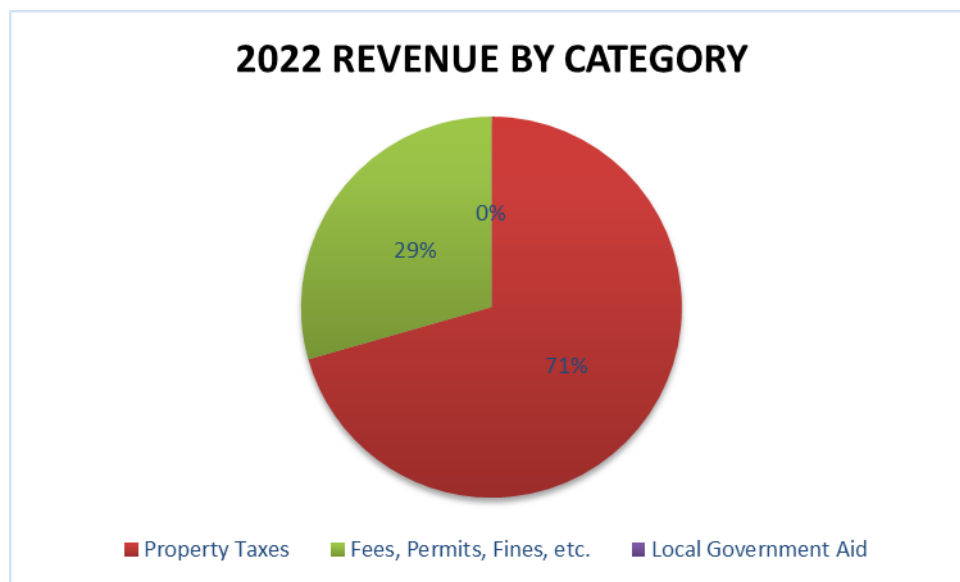
Summary:

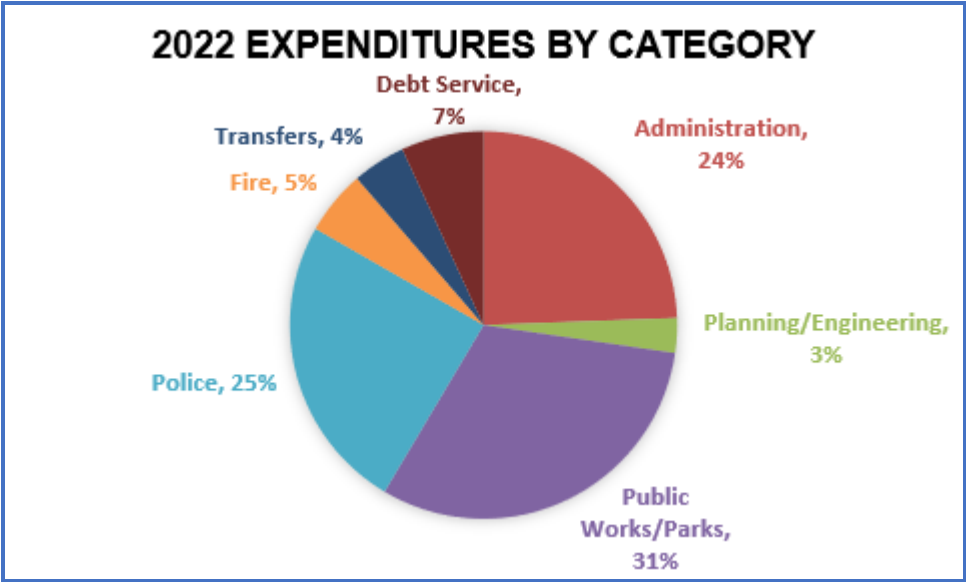
Annually by September 30th the City must certify a Preliminary Levy for the following year. Once certified, the levy can decrease but not increase. Hennepin County will use the Preliminary Levy to send a property specific notice in November, which will inform each property owner of proposed taxes for 2022. The City will then hold its Truth in Taxation Budget Meeting accepting public comment on December 9th and consider approving the Final Levy at that same meeting.

The City Council provided initial budget direction in June and reviewed the first draft in August. Since that time staff has refined the budget in order to meet the goals of the Council which include meeting the needs of a growing city while maintaining or reducing the tax rate.

The proposed preliminary levy for adoption is in the amount of \$5,728,847 which is \$91,124 lower than the first draft of the budget. The result is an anticipated tax rate of 43.168% as compared to the current tax rate of 43.522%. This will be the fifth consecutive year of lowering the City's tax rate.

The levy (property taxes) is the primary source of funds to pay for City operations. The charts on this, and the following page of the report show revenues and expenditures by category:





As stated earlier, the revised budget sets the Preliminary Levy at \$5,728,847. This is a \$683,470 or 13.55% increase from 2021. The tax rate however is projected to decrease slightly from 43.522% to 43.168%.

	2021	2022 Preliminary Levy	Difference
Total Levy	\$5,045,377	\$5,728,847	\$683,470
Tax Rate	43.522%	43.168%	(0.354)

Financial/Budget:

The 2022 preliminary levy proposes a 13.55% property tax levy increase however also projects a slight decrease in tax rate. A reduced tax rate means that properties with no change in value would see a decrease in City taxes. Properties with valuation increases would likely see an increase.

According to the City Assessor, the average valuation increase for an existing residential home was 3.9%. Using a base value of \$400,000, the below table shows the anticipated City tax impact:

	Home Value	Tax Capacity	Tax Rate	City Tax
2021	\$400,000	\$3,987.60	43.522%	\$1,735.48
2022	\$415,600	\$4,156.00	43.168%	\$1,794.06*

*\$58.58 increase (\$4.88/month) or 3.4%

One way to view the financial impact is considering what the increase in taxes provide for residents of the City. For less than \$5/month, the following benefits are provided:

- Facilitation of the 2022 general election
- Additional in-house engineering support
- Additional in-house planning support
- No billing for dust control
- Additional recreation staffing to allow for park planning

- Additional Community Service Officer hours
- Continuation of existing services with cost increases

Options:

1. Approve Resolution 2021-107 Adopting Preliminary Proposed Tax Levy Collectible in 2022 in the amount of \$5,728,847
2. Approve Resolution 2021-107 Adopting Preliminary Proposed Tax Levy Collectible in 2022 in a different amount

Recommendation

Approve Resolution 2021-107 Adopting Preliminary Proposed Tax Levy Collectible in 2022 in the amount of \$5,728,847

Council Action:

Consider a motion to approve Resolution 2021-107 Adopting Preliminary Proposed Tax Levy Collectible in 2022 in the amount of \$5,728,847

Attachments:

1. 2022 Draft Budget – Rev. 2
2. Resolution 2021-107 Adopting Preliminary Proposed Tax Levy Collectible in 2022

1	CITY OF CORCORAN										Draft September 9, 2021	
2	2021										Rev 2	
3	OSA	LINE ITEM CODE	DESCRIPTION OF EXPENDITURE	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET	2020 BUDGET	2021 BUDGET	2022 Budget	BUDGET DIFFERENCE 2021/2022	
4	CITY HALL DEPARTMENTS										COMMENTS	
5	City Council											
6	41100-100	Wages & Salaries		6,600	19,260	19,260	19,260	19,260	19,260	19,260	\$ -	
7	41100-122	FICA / SS		409	1,195	1,195	1,195	1,195	1,195	1,195	\$ -	
8	41100-126	Medicare		96	280	280	280	280	280	280	\$ -	
9	41100-208	Training		1,000	2,500	1,000	1,500	5,000	6,500	6,500	\$ -	
10	41100-210	Operating Expense		-	3,000	3,000	1,500	1,500	3,000	3,000	\$ -	Electronic Device Stipend
11	41100-364	Workers' Compensation		75	95	70	74	71			\$ -	
12	Total City Council			8,180	26,330	24,805	23,809	27,306	30,235	30,235	\$ -	
13	News Letter/Website											
14											\$ -	
15	41130-351	News letter, Misc. literature		6,000	6,500	8,000	8,500	9,000	9,500	10,000	\$ 500	
17	41130-354	Website		1,500	2,000	2,000	5,500	4,500	5,000	5,000	\$ -	
18	Total Newsletter & Web			7,500	8,500	10,000	14,000	13,500	14,500	15,000	\$ 500	
19	Elections											
20											\$ -	
21	41410-210	Operating Supplies		7,000	1,600	8,500	1,700	14,000	2,400	18,000	\$ 15,600	
22	Total Elections			7,000	1,600	8,500	1,700	14,000	2,400	18,000	\$ 15,600	
23	Auditor											
24											\$ -	
25	41540-300	Professional Services		20,000	23,000	23,000	24,000	24,500	25,000	28,000	\$ 3,000	Abdo, Eick & Meyers - Additional Federal Review with ARPA
26		Financial Services		6,000	7,500	7,500	8,000	8,000	12,000	15,000	\$ 3,000	Accounting/Audit Prep & OPEB actuarial from Gallagher
29	Total Auditor			26,000	30,500	30,500	32,000	32,500	37,000	43,000	\$ 6,000	
30	Assessor											
31											\$ -	
32	41550-210	Operating Supplies		1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$ -	
33	41550-300	Professional Services		59,000	57,000	59,250	65,500	66,700	94,000	101,000	\$ 7,000	Assessing agreement with Hennepin County
34	Total Assessor			60,000	58,000	60,250	66,500	67,700	95,000	102,000	\$ 7,000	
35	Attorney											
36											\$ -	
37	41600-300	Professional Services		31,000	27,000	29,000	31,000	32,000	34,000	38,000	\$ 4,000	
38	Total City Attorney			31,000	27,000	29,000	31,000	32,000	34,000	38,000	\$ 4,000	
39	City Charter											
40											\$ -	
41	41000-210	Operating Supplies									\$ -	
42	41000-300	Professional Services									\$ -	
43	Total City Charter			-	-	-	-	-	-	-	\$ -	
44	Other General Government											
45											\$ -	
49	41900-210	Operating Supplies		4,600	4,000	4,000	6,000	7,500	8,000	8,500	\$ 500	
50	41900-300	Professional Svcs		5,000	8,000	10,000	12,000	12,500	10,500	11,500	\$ 1,000	mental health policy costs (\$5,500)
51	41900-321	Telephone		-							\$ -	
52	41900-360	Insurance		68,000	65,000	61,000	68,000	71,050	80,000	88,000	\$ 8,000	
53	41900-430	Misc. Banking Charges		-							\$ -	
54	41900-433	Dues & Memberships		27,000	27,000	27,000	27,000	25,000	25,000	25,000	\$ -	
64	41900-810	Refunds/Reimbursements									\$ -	
65	Total Other Government			104,600	104,000	102,000	113,000	116,050	123,500	133,000	\$ 9,500	
66	City Hall Operating Expenses											
67											\$ -	
68	41941-200	Office/Computer Supplies		6,000	3,500	3,500	3,500	3,750	4,500	4,750	\$ 250	
69	41941-201	Postage/Shipping		3,000	3,250	3,500	3,500	3,750	3,750	4,000	\$ 250	
70	41941-207	Computer / Copier Supplies		-	-	-	-	-	-	-	\$ -	
71	41941-210	Operating Supplies		17,000	17,000	17,500	19,000	19,000	19,500	20,000	\$ 500	Cintas, Zep, Adam's Pest Control, Hearing Notices.
72	41941-300	Professional Services		9,000	12,000	12,000	12,500	15,500	15,500	16,000	\$ 500	Admin Fees (ADP), Ordinance Codification.
73	41941-321	Telephone		2,500	2,500	2,500	2,500	2,500	2,500	2,500	\$ -	
74	41941-352	Gen. Notices Public Hearing information		-	-	-	-	-	-	-	\$ -	
75	41941-364	Workers Comp Insur. (Misc. Vol. Commissioners Staff)		25	25	25	26	-			\$ -	
76	41941-380	Utilities / Outside Services		15,500	16,000	15,000	15,000	15,000	16,000	16,000	\$ -	Center Point, Randy's, Wright Henn Elec, Wright Henn Security.
77	41941-400	Repairs /Maintenance Bldg.		12,000	12,000	12,000	16,500	16,500	19,500	19,500	\$ -	
78	41941-430	Misc. Banking Charge		-	300	300	300	300	400	400	\$ -	
79	41941-432	Credit Card Fees		-	-	-	750	3,750	7,000	8,000	\$ 1,000	Increased use of credit cards
80	41941-520	Buildings & Structures		5,000	8,000	8,000	8,000	6,000	6,000	6,000	\$ -	
81	41941-810	Refunds/Reimbursements		-	-	-	-	-	-	-	\$ -	
82	Total City Hall Operating			70,025	74,575	74,325	81,576	86,050	94,650	97,150	\$ 2,500	
83	IT Technology											
84											\$ -	
85	41951-201	Postage Shipping									\$ -	
86	41951-207	Computer / Supplies		25,550	27,500	28,500	24,500	28,000	35,000	45,500	\$ 10,500	Annual License Renewals; Watchguard

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3	OSA	LINE ITEM CODE	DESCRIPTION OF EXPENDITURE	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET	2020 BUDGET	2021 BUDGET	2022 Budget	BUDGET DIFFERENCE 2021/2022	
87		41951-210	Operating Supplies	1,500	9,725	10,000	10,000	11,000	15,000	16,000	\$ 1,000	Additional copier lease
88		41951-300	Professional Supplies	21,500	26,200	30,000	52,500	75,000	85,000	95,000	\$ 10,000	Managed Services; \$5,000 increase for Watchguard (body cameras)
89		41951-530	Facility Assets	6,500	11,500	8,000	9,000	9,000	12,000	20,000	\$ 8,000	Additional computers for new staff
90			Total IT Technology	55,050	74,925	76,500	96,000	123,000	147,000	176,500	\$ 29,500	
91												
92			Engineering								\$ -	
93		43170-260	Comprehensive Plan								\$ -	
94											\$ -	
95		43170-299	Watershed LGU	-	-	-	10,000	7,500	10,000	10,000	\$ -	LGU wetland services.
96		43170-300	Professional Services	47,500	31,250	22,500	22,500	25,000	35,000	50,000	\$ 15,000	Increased demand from projects
97			Total Engineering	47,500	31,250	22,500	32,500	32,500	45,000	60,000	\$ 15,000	
98												
99			Fire								\$ -	
100		42200-300	Professional Services	281,000	298,700	328,113	348,500	367,000	383,100	427,000	\$ 43,900	Projected contract increases
101		42200-550	Motor Vehicles	-	-	-	-	-	-	-	\$ -	
102		42200-580	Safety Inspections	-	-	-	-	-	10,000	10,000	\$ -	New education/inspection program
103			Total Fire Services	281,000	298,700	328,113	348,500	367,000	393,100	437,000	\$ 43,900	
104												
105			Building Inspections								\$ -	
106		42400-300	Professional Services	74,000	110,000	117,000	157,250	166,500	402,000	470,000	\$ 68,000	230 new home permits - Metro West only
107		42400-437	Surcharges	11,000	12,500	13,000	12,750	13,500	24,500	39,000	\$ 14,500	State of MN only
108			Total Building Inspections	85,000	122,500	130,000	170,000	180,000	426,500	509,000	\$ 82,500	
109												
110			Recycling								\$ -	
111		43232-210	Operating Supplies	-	3,000	3,000	4,000	3,500	3,500	3,500	\$ -	
112		43232-300	Professional Services	6,000	6,000	6,000	6,300	8,300	9,000	10,000	\$ 1,000	Provider to Managing Billing/Balance City Subsidy.
113			Total Recycling	6,000	9,000	9,000	10,300	11,800	12,500	13,500	\$ 1,000	
114												
115			TOTAL CITY HALL	788,855	866,880	905,493	1,020,885	1,103,406	1,455,385	1,672,385	\$ 217,000	
116												
117			City Administrator								\$ -	
118		41300-100	Wages & Salaries	99,757	102,658	109,990	\$112,195	\$128,752	\$134,888	\$138,944	\$ 4,056	
119		41300-121	PERA	7,482	7,699	8,249	8,415	9,656	10,117	10,421	\$ 304	
120		41300-122	FICA / SS	6,185	6,365	6,819	6,956	7,983	8,363	8,615	\$ 252	
121		41300-126	Medicare	1,446	1,489	1,595	1,627	1,867	1,956	2,015	\$ 59	
122		41300-130	Employer Paid FSA	-	-	-	-	-	-	-	\$ -	
123		41300-131	Employer Paid Health	17,643	15,409	15,983	16,721	19,487	20,407	22,448	\$ 2,041	Life, A/D, LTD, STD, FSA/HSA, Health
124		41300-132	Medical Cafeteria Plan								\$ -	
125		41300-133	Employer Paid HSA								\$ -	
126		41300-140	Unemployment Compensation								\$ -	
127		41300-208	Training	4,000	4,350	4,500	5,000	5,000	5,500	5,500	\$ -	
128		\$ 725	MCMA Conference								\$ -	
129		\$ 1,900	ICMA Conference								\$ -	
130		\$ 375	LMC Conference								\$ -	
131		\$ 800	Leadership Growth Group								\$ -	
132		\$ 200	MAMA								\$ -	
133		41300-210	Operating Supplies	700	800	1,000	1,000	1,000	1,000	1,200	\$ 200	
134		41300-300	Professional Services								\$ -	
135		41300-364	Workers' Compensation	600	570	510	536	771	810	750	\$ (60)	
136		41300-433	Dues & Memberships	1,000	1,000	1,300	1,300	1,300	1,400	1,400	\$ -	
137		\$ 111	MN City/County Managers								\$ -	
138		\$ 738	ICMA								\$ -	
139			Total City Administrator	138,813	140,340	149,946	153,750	175,816	184,441	\$191,293	\$ 6,852	
140												
141			Administrative Staff								\$ -	
142		41400-100	Wages & Salaries	168,640	174,918	192,055	221,689	260,181	273,442	401,643	\$ 128,201	Full year of finance manager, new HR/Communications, new intern
143		41400-110	Overtime	1,000	200	500	-	2,500	5,000	-	\$ (5,000)	
144		41400-121	PERA	12,723	13,134	13,710	16,627	19,515	20,508	30,123	\$ 9,615	
145		41400-122	FICA / SS	10,518	10,857	11,938	13,745	16,132	16,953	24,902	\$ 7,949	
146		41400-126	Medicare	2,460	2,539	2,792	3,214	3,773	3,965	5,824	\$ 1,859	
147		41400-130	Employer Paid FSA								\$ -	
148		41400-131	Employer Paid Health	52,928	46,228	50,707	53,196	64,369	75,479	115,007	\$ 39,528	Life, A/D, LTD, STD, FSA/HSA, Health
149		41400-132	Medical Cafeteria								\$ -	
150		41400-133	Employer Paid H S A								\$ -	
151		41400-140	Unemployment Compensation								\$ -	
152		41400-208	Training	4,000	4,000	4,500	5,500	11,550	12,000	11,000	\$ (1,000)	
153		41400-210	Operating Supplies	750	750	1,650	1,750	1,750	1,750	2,250	\$ 500	Mileage, BYOD Policy.
154		41400-300	Professional Services						75,000	-	\$ (75,000)	Full year of finance manager, new HR/Communications, new intern
155		41400-364	Workers' Compensation Insurance	1,400	2,275	1,600	1,680	2,071	2,205	2,205	\$ -	

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156		41400-433	Dues & Memberships	500	500	1,000	1,050	1,150	1,250	1,750	\$ 500	
157		Total Administrative Staff		254,919	255,401	280,452	318,451	382,991	487,552	594,704	\$ 107,152	
158												
159		Planning & Zoning										
160		41910-100	Wages & Salaries	-	-	-	-	37,662	71,240	98,859	\$ 27,619	Full year new Planner position, new PT admin assistant
		41910-121	PERA					2,825	5,343	7,414	\$ 2,071	
161		41910-122	FICA / SS	-	-	-	-	2,335	4,417	6,129	\$ 1,712	
162		41910-126	Medicare	-	-	-	-	546	1,033	1,433	\$ 400	
		41910-131	Employer Paid Health					11,367	8,884	8,884	\$ -	
163		41910-208	Training	-	-	-	-	500	1,500	1,500	\$ -	
164		41910-210	Operating Supplies	1,000	2,000	2,250	2,250	500	1,000	1,000	\$ -	Public Hearing Notices, Labels, Postage, Training.
165		41910-300	Professional Services	65,200	65,000	65,000	63,000	57,000	45,000	50,000	\$ 5,000	Reduced consulting fees from adding a city planner.
166		41910-364	Workers' Compensation	-	-	-	-	129	370	407	\$ 37	
167		Total Planning & Zoning		66,200	67,000	67,250	65,250	112,864	138,787	175,626	\$ 36,839	
168												
169		Code Enforcement										
170		41920-100	Wages & Salaries	59,550	62,975	82,955	68,286	70,346	-	-	\$ -	Moved to Public Works
171		41920-110	Overtime	1,000	500	1,000	1,000	250	-	-	\$ -	
172		41920-121	PERA	4,541	4,761	5,097	5,196	5,351	-	-	\$ -	
173		41920-122	FICA / SS	3,754	3,935	4,213	4,296	4,423	-	-	\$ -	
174		41920-126	Medicare	878	920	985	1,005	1,035	-	-	\$ -	
175		41920-130	FSA Employer								\$ -	
176		41920-131	Health Insurance	17,643	15,409	15,983	7,754	8,474	-	-	\$ -	
177		41920-140	Unemployment Compensation								\$ -	
178		41920-208	Training	750	1,250	3,250	2,850	750	-	-	\$ -	
179		41920-210	Operating Supplies	1,000	1,000	1,500	1,000	1,000	-	-	\$ -	
180		41920-300	Professional Svcs	-	-	-	45,500	30,000	30,000	20,000	\$ (10,000)	Contract Code Enforcement
181		41920-331	Vehicle Expense								\$ -	
182		41920-344	Public Hearing Notices								\$ -	
183		41920-364	Workers' Compensation	417	570	520	546	513	-	-	\$ -	
184		41920-417	Uniform	250	250	250	250	250	-	-	\$ -	
185		41920-433	Dues & Membership	100	250	250	250	150	-	-	\$ -	
186		Total Code Enforcement		89,883	91,820	116,003	137,933	122,542	30,000	20,000	\$ (10,000)	
187												
188		Employee Benefit Charges										
189		43190-300	Professional Services								\$ -	
190		Total Employee Benefit Chgs									\$ -	
191												
192		Transfers to/from Other Funds										
193		41900-700	Transfer to other funds								\$ -	
194		49360-720	Operating Transfers								\$ -	
195		41900-700	Transfer to other funds	50,000	75,000	100,000	125,000	150,000	200,000	300,000	\$ 100,000	CIP
196		41900-700	Transfer to other funds	10,000	60,000	90,000	120,000	125,000	20,000	-	\$ (20,000)	City Hall Remodel
197		41900-700	Transfer to other funds	-	-	-	15,000	-	15,000	35,000	\$ 20,000	Transfer to stormwater fund; FEMA mapping
198		41900-700	Transfer to other funds	-	-	-	-	62,000	-	25,000	\$ 25,000	Transfer to facility fund
199		Total Transfers to/from other funds		60,000	135,000	190,000	260,000	337,000	235,000	360,000	\$ 125,000	
200	19	Total Administration		1,398,670	1,556,441	1,709,144	1,956,268	2,234,619	2,531,165	3,014,008	\$ 482,843	
201												
202		PUBLIC WORKS										
203		PERSONNEL SERVICES										
204		43100-100	Full-time - Regular	305,571	396,986	483,299	482,973	500,476	620,191	920,398	\$ 300,207	New Development & Operations Supt.; New Admin Asst.
205		43100-110	Full-time - Overtime	20,000	24,000	23,000	28,000	30,000	39,000	50,000	\$ 11,000	3 year average
206		43100-121	PERA	24,418	31,574	38,047	38,323	39,786	49,439	72,780	\$ 23,341	
207		43100-122	FICA / SS	20,185	26,101	31,453	31,680	32,890	40,870	60,165	\$ 19,295	
208		43100-126	Medicare	4,721	6,104	7,356	7,409	7,692	9,558	14,071	\$ 4,513	
209		43100-130	Employer Paid FSA								\$ -	
210		43100-131	Employer Paid Health	88,213	97,592	118,776	117,785	122,829	147,536	223,434	\$ 75,898	Life, A/D, LTD, STD, FSA/HSA, Health
211		43100-132	Medical Cafeteria								\$ -	
212		43100-133	Employer Paid H S A								\$ -	
213		43100-134	Employer Paid HRA								\$ -	
214		43100-140	Unemployment Compensation	-	-	-	-	-	-	-	\$ -	
215		43100-364	Workers' Compensation Insurance	19,000	17,100	16,000	18,000	7,476	8,700	9,200	\$ 500	
216		43100-417	Uniforms	7,000	8,500	8,500	9,000	10,000	11,250	12,500	\$ 1,250	
217	21	Total Public Works Personnel		489,108	607,957	726,431	733,170	751,149	926,544	1,362,548	\$ 436,004	
218												
219		OPERATING EXPENSE										
220		43100-200	Office Supplies						1,000	1,000	\$ -	Permit Technician needs

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221		43100-208	Training and Instruction	4,000	6,000	8,000	6,000	4,500	7,250	7,500	\$ 250	Grader training classes; addition of Permit Technician to PW
222		43100-210	Operating Supplies	25,000	27,500	28,100	28,100	30,000	30,000	37,500	\$ 7,500	3 year average
223		43100-212	Motor Fuels	38,000	33,000	26,000	28,000	29,000	35,000	40,000	\$ 5,000	3 year average
224		43100-220	Repair/ Main. Supplies	25,000	25,000	30,000	31,000	33,000	42,000	50,000	\$ 8,000	3 year average
225		43100-223	Building Repair	6,500	8,000	8,000	10,000	15,000	15,000	15,000	\$ -	Maintenance service contracts, building maintenance costs.
226		43100-300	Professional Services	2,100	2,100	2,100	2,100	2,100	2,100	2,100	\$ -	Snow removal (Maple Grove)
227		43100-321	Telephone	8,000	11,500	11,500	11,500	11,500	11,500	11,500	\$ -	
228		43100-360	Insurance	-	-	-	-	-	-	-	\$ -	
229		43100-380	Utility services	28,000	14,500	15,000	19,000	20,000	20,000	21,000	\$ 1,000	
230		43100-810	Refunds/Reimbursements	-	-	-	-	-	-	-	\$ -	
231		43100-810	Refunds/Reimbursements	-	-	-	-	-	-	-	\$ -	
232	21	Total Public Works Operating Expense		136,600	127,600	128,700	135,700	145,100	163,850	185,600	\$ 21,750	
233												
234		CITY OPERATING SERVICES										
235		43100-222	Seal Coating	60,000	60,000	60,000	67,500	67,500	69,000	72,500	\$ 3,500	
236		43100-225	Land Scape/Ditch Maintenance	10,000	10,000	10,000	12,500	15,000	17,500	22,500	\$ 5,000	
237		43100-226	Sign Repair Material	6,000	6,100	6,100	6,100	6,500	7,000	7,500	\$ 500	
238		43100-227	Crack Filling	10,000	10,000	10,000	10,000	10,000	10,000	10,000	\$ -	
239		43100-228	Dust Control	115,000	100,000	100,000	95,000	100,000	110,000	125,000	\$ 15,000	Price increase
240		43100-229	Culverts	10,000	10,000	10,000	10,000	12,000	15,000	17,500	\$ 2,500	2022 project needs
241		43100-230	MSA Expense	-	-	-	-	-	-	-	\$ -	
242		43100-231	Drain Tile	-	-	-	-	-	-	-	\$ -	
243		43100-232	Gravel	130,000	140,000	140,000	147,500	147,500	152,500	172,500	\$ 20,000	Price increase
244		43100-233	Asphalt/Maintenance patching	150,000	165,000	170,000	170,000	170,000	175,000	185,000	\$ 10,000	
245		43100-381	Signal Lights/street lights	4,000	4,000	4,000	4,000	10,000	10,000	10,000	\$ -	
246	21	Total Public Works City Operating Services		495,000	505,100	510,100	522,600	538,500	566,000	622,500	\$ 56,500	
247												
248		PARKS PERSONNEL SERVICES										
249		45200-100	Wages and Salaries	40,182	41,096	41,790	55,404	93,122	103,052	119,426	\$ 16,374	New PT Program Coordinator
250		45200-110	Overtime	-	-	-	-	-	-	-	\$ -	
251		45200-121	PERA	-	-	-	2,106	3,787	4,494	4,912	\$ 418	
252		45200-122	FICA / SS	2,491	2,548	2,591	3,435	5,774	6,389	7,404	\$ 1,015	
253		45200-126	Medicare	583	596	606	803	1,350	1,494	1,732	\$ 238	
254		45200-130	Employer Paid FSA	-	-	-	-	-	-	-	\$ -	
255		45200-131	Employer Paid Health	-	-	-	-	15,511	17,332	19,065	\$ 1,733	
256		45200-208	Training	-	-	-	325	325	350	400	\$ 50	MRPA Conference, other trainings
257		45200-433	Dues and Memberships	-	-	-	380	380	400	500	\$ 100	MRPA/NRPA
258		45200-364	Workers' Compensation Insurance	2,250	5,671	5,000	3,000	9,719	10,200	10,500	\$ 300	
259		Total Parks Personnel		45,506	49,911	49,987	65,453	129,968	143,711	163,939	\$ 20,228	
260												
261		PARKS OPERATING EXPENSES										
262		45200-210	Operating Supplies	15,500	16,500	16,500	47,000	22,125	25,000	27,500	\$ 2,500	
263		45200-220	Repair/ Main. Supplies	-	-	-	-	-	-	-	\$ -	
264		45200-221	Maintenance Project	15,000	15,000	15,000	15,000	15,000	20,000	30,000	\$ 10,000	
265		45200-300	Professional Services	-	-	5,000	2,500	2,500	2,500	2,500	\$ -	
266		45200-261	Recreation Programming	-	-	-	-	26,000	25,500	40,400	\$ 14,900	Replacement equipment, increased supply costs
267		45200-321	Telephone	700	700	700	700	700	750	800	\$ 50	
268		45200-380	Utility services	7,000	5,500	5,500	5,500	5,500	5,500	5,500	\$ -	
269		45200-530	Improvements Other than Bldg.	37,302	37,000	35,000	35,000	35,000	40,000	40,000	\$ -	NW Trails Snowmobile Expense Pass Through Funds Only 100-45200-33422.
270		45200-810	Refunds/Reimbursements	-	-	-	-	-	-	-	\$ -	
271		45200-810	Refunds/Reimbursements	-	-	-	-	-	-	-	\$ -	
272		Total Parks Operating Expense		75,502	74,700	77,700	105,700	106,825	119,250	146,700	\$ 27,450	
273												
274	25	Total Parks		121,008	124,611	127,687	171,153	236,793	262,961	310,639	\$ 47,678	
275												
276		Ice & Snow Removal										
277		43125-210	Snow and Ice Removal	30,000	30,000	30,000	36,000	40,500	50,500	53,000	\$ 2,500	Salt and Sand - price increase in state contract and additional streets.
278	21	Total Snow & Ice		30,000	30,000	30,000	36,000	40,500	50,500	53,000	\$ 2,500	
279												
280		TOTAL PUBLIC WORKS & PARKS		1,271,716	1,395,268	1,522,918	1,598,623	1,712,042	1,969,855	2,534,287	\$ 564,432	
281												
282		POLICE										
283		PERSONNEL SERVICES										
284		POLICE										
285		42100-100	Wages and Salaries	552,886	603,583	662,825	736,880	\$760,846	\$866,731	\$959,398	\$ 92,667	Sergeant added; FT Admin. Asst.
286		42100-110	Overtime	10,450	11,400	14,400	20,000	23,000	26,286	29,572	\$ 3,286	
287		42100-111	Overtime Events	12,000	12,000	12,000	12,000	12,000	12,000	12,000	\$ (12,000)	Pass Through Funds only 100-42100-34201/33620.

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2	2021										Rev 2	
3	OSA	LINE ITEM CODE	DESCRIPTION OF EXPENDITURE	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET	2020 BUDGET	2021 BUDGET	2022 Budget	BUDGET DIFFERENCE 2021/2022	
288		42100-121	PERA	89,568	99,627	104,607	126,833	\$136,552	\$155,811	\$172,757	\$ 16,946	
289		42100-122	FICA / SS						-	-	\$ -	
290		42100-126	Medicare	8,168	8,917	9,363	10,850	\$11,366	\$12,949	\$14,345	\$ 1,396	
291		42100-130	Employer Paid FSA								\$ -	
292		42100-131	Employer Paid Health	123,498	123,276	136,501	151,227	\$154,105	\$185,621	\$235,249	\$ 49,628	Additional staff; \$12,000 PERA Disability Requirement
293		42100-132	Medical Cafeteria								\$ -	
294		42100-133	Employer Paid H S A								\$ -	
295		42100-134	Employer Paid HRA								\$ -	
296		42100-364	Workers' Compensation	25,000	32,712	28,000	32,000	45,414	47,600	48,000	\$ 400	
297		Total Police Personnel Services		821,570	891,515	967,696	1,089,790	1,143,283	1,306,998	\$1,459,321	\$ 152,323	
298												
299		PART TIME										
300		42101-100	Wages and Salaries	61,000	53,560	40,602	41,969	50,003	85,011	119,020	\$ 34,009	Increased PT officer wage, increased CSO hours
301		42101-110	Overtime			-					\$ -	
302		42101-111	Overtime Events	5,000	5,000	5,000	5,000	5,000	5,000	5,000	\$ -	Pass Through Funds Only 100-42100-34201
303		42101-121	PERA	1,100	6,074	7,779	4,979	8,289	11,955	21,067	\$ 9,112	
304		42101-122	FICA / SS	3,000	996	1,276	2,169	3,100	5,271	4,483	\$ (788)	
305		42101-126	Medicare	890	777	995	\$1,015	\$725	\$1,233	\$1,726	\$ 493	
306		42101-140	Unemployment Comp								\$ -	
307		Total Part Time		70,990	66,407	55,652	55,132	67,118	108,470	151,296	\$ 42,826	
308												
309		POLICE ADMINISTRATION										
310		42102-100	Wages and Salaries	50,237	61,583	77,501	79,040	86,928	93,854	125,212	\$ 31,358	Increase PT position to full-time
311		42102-110	Overtime	500	500	500	500	500	500	500	\$ -	
312		42102-121	PERA	3,805	4,656	5,850	5,966	6,557	7,077	9,428	\$ 2,351	
313		42102-122	FICA / SS	3,146	3,849	4,836	4,931	5,421	5,850	7,794	\$ 1,944	
314		42102-126	Medicare	736	900	1,131	1,153	1,268	1,368	1,823	\$ 455	
315		42102-130	Employer Paid FSA								\$ -	
316		42102-131	Employer Paid Health	17,643	15,409	15,983	16,721	16,921	18,613	38,131	\$ 19,518	
317		42102-132	Medical Cafeteria								\$ -	
318		Total Police Administration		76,067	86,897	105,801	108,311	117,595	127,262	182,888	\$ 55,626	
319												
320		SUPPLIES										
321		42100-200	Office Supplies	5,000	3,600	3,600	3,600	3,600	3,600	3,600	\$ -	
322		42100-201	Postage	250	250	250	250	250	250	250	\$ -	
323		42100-208	Training Classes and Supplies	16,800	16,800	23,400	22,000	24,900	26,400	28,900	\$ 2,500	Lexipol, Driving School, Training Mandates.
324		42100-209	Police Reserves Equipment	3,500	3,500	3,500	3,500	3,500	3,500	3,500	\$ -	
325		42100-210	Operating Supplies	9,000	9,000	10,000	12,500	18,000	18,000	18,000	\$ -	
326		42100-212	Motor Fuels	32,000	25,000	21,000	22,000	22,000	22,000	22,000	\$ -	
327		42100-218	Investigations	350	5,350	500	1,000	1,000	1,000	1,000	\$ -	
328		42100-417	Clothing and Uniforms	11,000	11,000	11,000	12,000	12,000	14,000	19,000	\$ 5,000	Additional officers
329		42100-433	Dues and Memberships	1,500	1,600	1,600	1,800	1,800	2,300	2,800	\$ 500	
330		42100-810	Refunds/Reimbursements	-	-	-	-	-	-	-	\$ -	
331		Total Police Supplies		79,400	76,100	74,850	78,650	87,050	91,050	99,050	\$ 8,000	
332												
333		CONTRACTUAL SERVICES										
334		42100-220	Maintenance - Motor Vehicle	8,000	8,000	8,000	9,500	9,500	12,500	15,700	\$ 3,200	CSO fleet addition
335		42100-223	Building Maintenance and Repairs	3,500	3,500	3,500	3,500	3,500	6,500	7,500	\$ 1,000	Increased repairs needed
336		42100-300	Professional Services	1,500	1,500	3,000	3,000	3,000	6,200	20,400	\$ 14,200	Leads online; DeleteMe Online Protection; annual audits; embedded social worker
337		42100-301	Prisoner - Professional Fees	8,000	8,000	8,000	8,000	8,000	8,000	6,000	\$ (2,000)	
338		42100-304	Legal Services	27,500	27,500	27,500	27,500	27,500	27,500	25,500	\$ (2,000)	
339		42100-321	Telephone	7,200	7,200	7,700	9,500	9,500	9,500	9,500	\$ -	
340		42100-323	Radio Units	16,900	16,900	17,500	17,500	18,500	20,000	21,500	\$ 1,500	
341		42100-380	Utility Services / Civil Defense/Emergency Management	4,000	4,000	9,000	8,000	9,500	9,500	9,500	\$ -	Siren Maintenance, Emergency Management, Code Red, EM Training & Equip.
342		Total Contractual Services		76,600	76,600	84,200	86,500	89,000	99,700	115,600	\$ 15,900	
343												
344	20	TOTAL POLICE		1,124,627	1,197,519	1,288,199	1,418,383	1,504,046	1,733,480	2,008,155	\$ 274,675	
345												
346												
347		COMBINED DEPARTMENT TOTAL EXPENDITURES		3,795,013	4,149,228	4,520,261	4,973,274	5,450,706	6,234,500	7,556,450	\$ 1,321,950	
348												
349		Debt Service										
350		Equipment Certificate Fund										
351												
352												
353		Disbursements										

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2021											
LINE ITEM CODE	DESCRIPTION OF EXPENDITURE	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET	2020 BUDGET	2021 BUDGET	2022 Budget	BUDGET DIFFERENCE 2021/2022		
354	Equipment Certificate										
355	Fiscal Agent Fees / Issuing Fees										
356	Principal										
357	Principal & Interest-2008	99,614	104,882	-	-	-	-		\$ -		
358	Principal & Interest-2010	61,460	62,812	191,549	-	-	-		\$ -		
359	Principal & Interest-2012	44,035	45,964	45,438	44,914	44,389	48,904	-	\$ (48,904)	Pay as cash in 2021 to remove \$48,077 scheduled bond payment	
360	Principal & Interest-2014	50,601	53,419	52,647	52,916	52,878			\$ -	Council direction to call bonds early and pay off in 2020	
361	Principal & Interest-2016 Equip		37,590	36,960	36,330	36,015	35,385	39,690	\$ 4,305		
362	Principal & Interest-2018 Equip				81,900	80,010	79,065	81,323	\$ 2,258		
363	Principal & Interest-2018 Debt Service				39,454	37,406	36,304	32,996	\$ (3,308)		
364	Principal & Interest-2018 Abatement				68,250	73,500	73,500	78,750	\$ 5,250		
	Principal & Interest-2020 Equip						100,905	104,475	\$ 3,570		
365	Total Principal & Interest	255,710	304,667	326,594	323,764	324,198	374,063	337,234	\$ (36,829)		
366	Required 5% overage	12,786	-								
367	Total	268,496	304,667	326,594	323,764	324,198	374,063	337,234	\$ (36,829)		
368											
369	Revenues										
370	CIP Debt Levy										
371	Interest										
372	Sales of Assets										
373	Bond Proceeds										
374	Total	-	-	-	-	-	-	-			
375											
376	Facility Expansion (PD) #307 & #407										
377	Project Costs										
378	Principal										
379	Principal & Interest	-									
380	Required 5% Overage	-									
381	Total	-	-	-	-	-	-	-			
382											
383	Facility Expansion (Public Works) 2012B										
384	Principal & Interest	137,688	185,312	168,039	229,044	231,617	223,523	222,485	\$ (1,038)		
385	Required 5% Overage	6,884	-						\$ -		
386	Total	144,572	185,312	168,039	229,044	231,617	223,523	222,485	\$ (1,038)		
387											
388	Equipment Certificate Fund # 309 & 416										
389	2012 Certificates										
390	Principal & Interest	-	-	-	-	-	-	-			
391	Required 5% overage	-	-	-	-	-	-	-			
392	Total	-	-	-	-	-	-	-			
393											
394	COMBINED DEBT SERVICE EXPENDITURES	413,068	489,979	494,633	552,808	555,815	597,586	559,719	\$ (37,867)		
395											
396	REVENUES	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET	2020 BUDGET	2021 BUDGET	2022 BUDGET			
397	GENERAL FUND REVENUE										
398											
399	GENERAL GOVERNMENT										
400	3 41900-31810 Cable Franchise Fee	40,000	43,000	45,000	53,000	53,000	53,000	53,000	\$ -		
401	5 41900-32110 Liquor Licenses Fees	18,250	18,250	18,375	18,375	18,375	19,000	16,000	\$ (3,000)	One Less Licensee	
402	41900-33402 Homestead Credit	-	-	-	-	-	-	-	\$ -		
403	41900-33403 Mobile Homestead Credit	-	-	-	-	-	-	-	\$ -		
404	7 41900-33420 AG Preserve Credit	5,000	5,000	5,000	12,000	12,000	10,000	10,000	\$ -		
405	7 41900-33421 PERA State Aid	1,845	1,845	1,845	1,845	1,845	1,845	1,845	\$ -		
406	7 41900-33422 Other Grants and Aid					3,000	-		\$ -	Election aid.	
407	41900-34000 Charges for Services					-			\$ -		
408	10 41900-34103 Zoning / Subdivision Fees	12,000	25,000	25,000	35,000	45,000	45,000	45,000	\$ -		
409	10 41900-34105 Copies / Maps	150	150	150	150	150	100	100	\$ -		
410	10 41900-34107 Assessment Search	50	50	50	50	50	50	50	\$ -		
411	10 41900-34108 TIF Administrative Fees	8,000	-	-	-	-	-	-	\$ -		
412	41900-34110 Escrow Administrative Fees	-	-	-	-	-	-	-	\$ -		
413	10 41900-34405 Clean up day Income	675	1,500	1,500	3,000	3,000	3,000	3,250	\$ 250		
414	13 41900-36200 Miscellaneous Revenue	2,500	2,500	2,500	2,500	2,500	2,500	2,500	\$ -		
415	12 41900-36210 Interest Earnings	2,000	1,000	1,500	15,000	16,500	16,500	8,000	\$ (8,500)		
416	13 41900-36217 Sale of Assets	-	-	-	-	-	-	-	\$ -		
417	13 41900-36220 Rents / Royalties	9,840	10,800	10,800	11,620	11,620	7,000	7,000	\$ -	Crop Rentals	
418	13 41900-36230 Donations	1,000	1,000	1,000	1,000				\$ -		
419	41900-36233 Refunds/Reimbursements								\$ -		

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3	OSA	LINE ITEM CODE	DESCRIPTION OF EXPENDITURE	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET	2020 BUDGET	2021 BUDGET	2022 Budget	BUDGET DIFFERENCE 2021/2022	
420		CITY PLANNER										
421	10	41910-36200	Miscellaneous Revenue	-	-	-	-	9,750	16,250	32,500	\$ 16,250	Billable hours from city planner (10 hours per week * 50 weeks * \$65.00 per hour)
422		CODE ENFORCEMENT										
423		41920-32100	Business/License Fee	-	-	-	-	-	-	-	\$ -	
424		41920-34000	Charges for Services	-	-	-	-	-	-	-	\$ -	
425		CITY HALL OPERATIONS										
426		41941-34100	General Government	-	-	-	-	-	-	-	\$ -	
427	10	41941-34101	Facility Rental	6,000	6,000	6,000	6,500	-	-	-	\$ -	No Longer Renting Due to Remodel
428	13	41941-36200	Miscellaneous Revenue	1,000	1,000	4,500	1,000	1,500	1,500	1,500	\$ -	
429		PUBLIC SAFETY										
430		42100-32240	Animal Licenses	-	-	-	-	-	-	-	\$ -	
431	9	42100-33423	Police Town Aid	45,000	50,000	55,000	60,000	69,000	71,000	71,000	\$ -	
432	9	42100-33424	Police Training & POST	3,700	3,700	10,300	10,300	10,300	11,900	12,500	\$ 600	
433	9	42100-33620	Other Grants and Aid/Safe & Sober	10,000	10,000	10,000	10,000	10,000	10,000	10,000	\$ -	Pass Through Only - Area Traffic Project (42100-111 & 42101-111).
434	5	42100-34200	Police Permits	2,000	2,000	2,000	2,000	4,000	4,000	4,000	\$ -	
435	10	42100-34201	Police Service Charge	7,500	7,500	7,500	7,500	7,500	5,000	5,000	\$ -	Pass Through Only - Contractual Events (42100-111 & 42101-111).
436	10	42100-34202	Police Reports / Misc. Fees	1,000	1,000	1,000	1,000	1,000	400	400	\$ -	
437		42100-34204	Police Training	-	-	-	-	-	-	-	\$ -	
438	11	42100-35101	Fines	45,000	45,000	45,000	50,000	60,000	45,000	40,000	\$ (5,000)	Reduced fines anticipated
439		42100-36200	Miscellaneous Revenue	-	-	-	-	-	-	-	\$ -	
440		42100-36230	Donations	-	-	-	-	-	-	-	\$ -	
441		42100-36233	Refunds/Reimbursements	-	-	-	-	-	-	-	\$ -	
442		BUILDING INSPECTION										
443	5	42400-32210	Building Permit Fees	190,000	275,000	325,000	425,000	450,000	815,000	1,335,000	\$ 520,000	230 new home permits
444		PUBLIC WORKS										
445	8	43100-33418	MSA Road Maint. Fund	120,000	124,000	124,000	135,000	135,000	170,000	150,000	\$ (20,000)	Revised MSA routes
446	10	43100-34300	Public Works Permits / Fees	3,000	3,000	3,000	3,000	4,000	5,500	5,000	\$ (500)	Revised with three-year average
447	10	43100-34301	Dust Control	57,500	47,500	37,500	37,500	37,500	37,500	-	\$ (37,500)	No billing in 2022
448		43100-36100	Special Assessments	-	-	-	-	-	-	-	\$ -	
449	10	43100-36200	Miscellaneous Revenue	-	8,125	25,000	34,600	40,500	42,000	88,200	\$ 46,200	Billable Hours for Development Superintendent (\$66,150) and Public Works Director (\$22,050)
450		43100-36233	Refunds/Reimbursements	-	-	-	-	-	-	-	\$ -	
451		ICE & SNOW REMOVAL										
452	13	43125-36200	Miscellaneous Revenue	8,000	8,000	6,000	6,000	6,000	6,000	6,000	\$ -	
453		Engineering										
454		43170-32290	Watershed LGU Revenue	-	-	-	-	-	-	-	\$ -	
455		RECYCLING										
456	9	43232-33610	County Recycling Grant	14,500	14,500	14,500	16,000	16,000	14,000	14,000	\$ -	
457	10	43232-34400	Recycling Income	-	2,500	2,500	2,500	3,500	5,000	5,000	\$ -	Provider Managing Billing.
458		43232-36200	Miscellaneous Revenue	-	-	-	-	-	-	-	\$ -	
459		PARKS										
460	9	45200-33422	Other State Grant	37,302	37,000	35,000	35,000	35,000	40,000	40,000	\$ -	Pass Through Only - Snowmobile Trail Grant.
461	10	45200-34101	Facility Rental	6,000	5,000	3,000	3,000	3,000	1,500	1,500	\$ -	
462	10	45200-36199	Recreation Programming	-	-	-	-	56,000	58,000	59,300	\$ 1,300	Revenue from Recreation Programming.
463	13	45200-36200	Miscellaneous Revenue	-	-	8,000	58,000	500	-	-	\$ -	Revenue from Recreation Programming moved into separate revenue account
464		45200-36230	Donations	-	-	-	-	-	-	-	\$ -	
465		45200-36233	Refunds/Reimbursements	-	-	-	-	-	-	-	\$ -	
466		TRANSFERS TO/FROM OTHER FUNDS										
467	17	49360-39200	Transfer from Other Fund	61,901	162,122	192,871	205,830	218,872	269,164	359,677	\$ 90,513	Utility funds
468												
469			TOTAL OTHER REVENUES	720,713	923,042	1,030,391	1,263,270	1,345,962	1,786,709	2,387,322	\$ 600,613	
470												
471		41900-31020	Delinquent Property Taxes	-	-	-	-	-	-	-	\$ -	
472		41900-31040	Fiscal Disparities	-	-	-	-	-	-	-	\$ -	
473		41900-33422	Local Government Aid	-	-	-	-	-	-	-	\$ -	
474		41900-31100	General Property Taxes	3,074,300	3,226,186	3,489,870	3,710,129	4,104,744	4,447,791	5,169,128	\$ 721,337	
475												
476	1		TOTAL PROPERTY TAX REVENUE	3,074,300	3,226,186	3,489,870	3,710,129	4,104,744	4,447,791	5,169,128	\$ 721,337	16.22%
477												
478			TOTAL GENERAL FUND REVENUE	3,795,013	4,149,228	4,520,261	4,973,399	5,450,706	6,234,500	7,556,450	\$ 1,321,950	
479												
480	30		TOTAL DEBT SERVICE TAX LEVY	413,068	489,979	494,633	552,808	555,815	597,586	559,719	\$ (37,867)	
481												
482			TOTAL ALL REVENUES	4,208,081	4,639,207	5,014,894	5,526,207	6,006,521	6,832,086	8,116,169	\$ 1,284,084	
483												
484			TOTAL ALL EXPENSES	4,208,080	4,639,207	5,014,894	5,526,082	6,006,521	6,832,086	8,116,169	\$ 1,284,084	
485												
486												
487			REVENUE - EXPENSE	0	0	(0)	125	(0)	-	-	\$ -	

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3	OSA	LINE ITEM CODE	DESCRIPTION OF EXPENDITURE	2016 BUDGET	2017 BUDGET	2018 BUDGET	2019 BUDGET	2020 BUDGET	2021 BUDGET	2022 Budget	BUDGET DIFFERENCE 2021/2022	
488												
489												
490												
491												
492												
493	40		TOTAL CERTIFIED LEVY (INCLUDES DEBT SERVICE)	3,487,368	3,716,165	3,984,503	4,262,937	4,660,559	5,045,377	5,728,847	\$ 683,471	13.55%
494												
495			TOTAL PROPERTY TAX LEVY	3,074,300	3,226,186	3,489,870	3,710,129	4,104,744	4,447,791	5,169,128	\$ 721,337	
496												
497			TOTAL PROPERTY TAX COLLECTED	-	-	-	-	-	-	-	\$ -	

RESOLUTION NO. 2021-107

Motion By:
Seconded By:

**A RESOLUTION ADOPTING PRELIMINARY PROPOSED TAX LEVY
COLLECTIBLE IN 2022**

BE IT RESOLVED, by the City Council of the City of Corcoran does hereby declare that the following sums of money be levied for the budget year 2022, collectible in 2022, for the following purposes:

GENERAL PROPERTY TAX LEVY	\$5,169,128
EQUIPMENT CERTIFICATE DEBT 2016A	\$39,690
EQUIPMENT CERTIFICATE DEBT 2018A	\$81,323
DEBT SERVICE LEVY 2018A	\$32,996
ABATEMENT LEVY 2018A	\$78,750
EQUIPMENT CERTIFICATE DEBT 2020A	\$104,475
FACILITY EXPANSION DEBT - PUBLIC WORKS	\$222,485
FOR A TOTAL LEVY OF	\$ 5,728,847

FURTHER BE IT RESOLVED that the Council does hereby designate the following date for the Truth in Taxation Budget Meeting at which public comment is accepted on December 9, 2021 at 7:00 pm at Corcoran City Hall, 8200 County Road 116, Corcoran, MN 55340.

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 23rd day of September, 2021.

Tom McKee – Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

STAFF REPORT

Agenda Item 7e.

Council Meeting: September 23, 2021	Prepared By: Brad Martens
Topic: 2022 Proposed Levies and Taxes Insert	Action Required: Approval

Summary:

Agenda item 7d. is the approval of the preliminary levy which will be used to send out property specific notices in November showing proposed levies and taxes. The City of Corcoran has an option to include an additional insert along with those notices if it wishes, for a fee.

Attached to this report is a draft insert. It is requested that the Council provide feedback on the draft and consider directing staff to move forward with the opportunity. The insert must be received by Hennepin County by September 30th.

Financial/Budget:

Hennepin County charges cities for the opportunity. The estimated cost is \$1,000.

Options:

1. Authorize staff to submit the insert to Hennepin County and incur the costs associated with the project.
2. Decline the opportunity.

Recommendation

Authorize staff to submit the insert to Hennepin County and incur the costs associated with the project.

Council Action:

Consider a motion to authorize staff to submit the insert to Hennepin County and incur the costs associated with the project.

Attachments:

1. Draft Insert

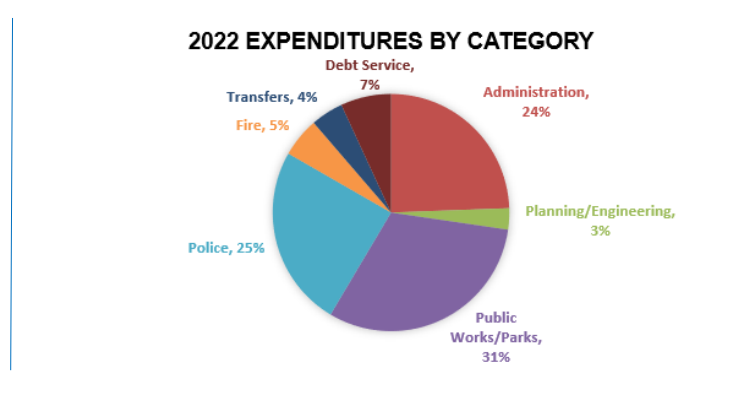
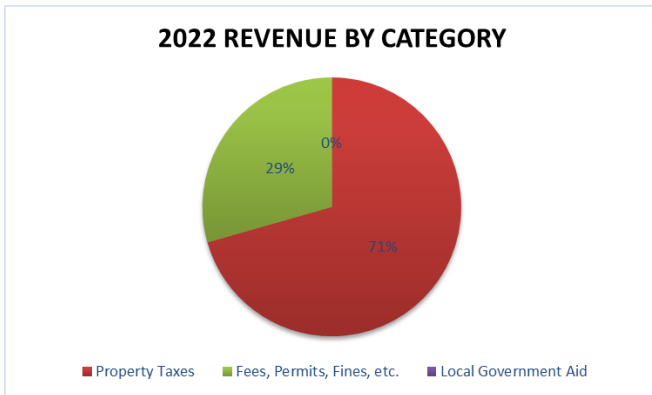


2022 PROPOSED BUDGET AND LEVY

The City Council adopted its preliminary levy for 2022 at the September 23rd meeting. This levy amount may be decreased prior to final approval but not increased. This levy amount was used to create the proposed City tax amount within the proposed 2022 levies and taxes notice.

WHY IS A PROPERTY TAX NEEDED?

Only a small portion of the City budget is funded through fees or charges for services. For 2022 the portion proposed to be funded by fees or charges covers 29% of our expenditures. The remaining 71% is funded through the property tax levy.



TAX EFFECTS

The adopted preliminary levy is in the amount of \$5,728,847 which is a \$683,470 or 13.55% increase from the 2021 levy. Despite this increase, the projected tax rate change is slightly reduced from 43.522% to 43.168% due to new construction. As the City of Corcoran grows it will often be the case to see higher percentage overall levy increases in order to provide services in new developments. However, it is the goal of the Council to continue to lower the overall tax rate year after year, and this goal has been accomplished for the fifth year in a row.

A reduced tax rate means properties with no change in value would see a slight decrease in City taxes. Properties with valuation increases may see an increase. According to the City Assessor, the following average increases took place in Corcoran:

Residential: 3.9% **Agricultural:** -6.2% **Commercial:** 0.8% **Industrial:** 5.5%

Using this information, a home previously valued at \$400,000 would now be valued at \$415,600. The anticipated tax impact in this example would be as follows:

	Home Value	Tax Capacity	Tax Rate	City Tax
2021	\$400,000	\$3,987.60	43.522%	\$1,735.48
2022	\$415,600	\$4,156.00	43.168%	\$1,794.06

Corcoran Tax capacity by property type:

Residential: 83% **Agricultural/Rural:** 9% **Commercial/Industrial:** 8%

BUDGET PROCESS TIMELINE

June:

Council provided staff direction on priorities for the 2022 budget

June—July

Staff develops budget

August 12:

Council reviewed the first draft of the budget and provided staff direction

September 9:

Council reviewed the second draft of the budget

September 23:

Council adopted the preliminary levy

November:

Hennepin County mails Truth-in-Taxation notices showing proposed levies and taxes

December 9:

Council holds Truth-in-Taxation Budget Meeting accepting public comment

December 9:

Council considers approving the 2022 final budget and levy

The City Council will continue to refine the budget and levy prior to final approval which is anticipated on December 9. Between now and that time, the levy can decrease but not increase.

ALLOCATION OF TAX DOLLARS

The median estimated market value of a home in Corcoran is \$415,600. The City taxes on a home of that value using the projected tax rate is \$1,794 per year or about \$150 per month. The chart below shows where the \$1,794 is allocated based upon the overall percentage of City expenditures. (Amounts are rounded)

Item	Annual Cost	Cost Per Month
Administration	\$438	\$37
Planning/Engineering	\$52	\$4
Public Works/Parks	\$560	\$47
Police	\$444	\$37
Fire	\$97	\$8
Transfers/Debt Service	\$203	\$17
TOTAL	\$1,794	\$150

NEXT STEP

Truth-in-Taxation Budget Meeting

Meeting Format To Be Determined

Thursday, December 9, 7:00 pm

Learn More...

The entire budget and related staff reports are available on the City's website at www.corcoranmn.gov. Under the Our Government tab click *Council* then *Agenda Packets* then *2021*. Select the *2021-9-23 Council Agenda Packet* to view the budget used to set the preliminary levy. City Administrator Brad Martens, can also be reached at bmartens@corcoranmn.gov or 763-400-7030 for further questions.

Prepared by the City of Corcoran

STAFF REPORT

Agenda Item 7f.

Council Meeting: September 23, 2021	Prepared By: Natalie Davis
Topic: Sign Ordinance Update	Action Required: Approval

Summary:

At the City Council meeting on August 26, 2021, staff proposed changes to how Construction Signs are handled in the Sign Code going forward. The City Council gave the direction to proceed with the ordinance update as proposed. One change from the proposal viewed on August 26th is the proposed removal of the term “Real Estate Sign” in the applicable definitions.

The Sign Code currently defines “Real Estate Sign” as:

“A temporary sign advertising the open house, sale, lease, or rental of the property or premises upon which it is located.”

This phrase is not included anywhere else in the Sign Code, and such signs are currently treated the same as any other temporary sign. This would remain the case even with the term of art removed from City Code. Staff believes calling out “Real Estate Sign” with the above definition could lead to confusion with the newly added term “Construction Sign,” as construction signs may also advertise available lots for purchase.

A public hearing is not required for this update since the Sign Code is separate from the Zoning Code. A simple majority is required to approve the proposed Ordinance and Resolution with Findings of Fact, while a 4/5 majority is required to approve the proposed Summary Ordinance.

Recommendation:

Move to adopt the following:

- a. Ordinance 2021-434 Approving Ordinance Amendment
- b. Resolution 2021-106 Approving Findings of Fact for Ordinance Amendment
- c. Summary Ordinance 2021-435 for Summary Publication

Attachments:

1. Ordinance 2021-434 Amending the Text of Chapter 84 of the Corcoran City Code
2. Resolution 2021-106 Approving Findings of Fact for an Ordinance Amending the Text of Chapter 84 of the Corcoran City Code
3. Ordinance 2021-435 Summarizing Ordinance 2021-434 for Publication

ORDINANCE NO. 2021-434

**Motion By:
Seconded By:**

**AN ORDINANCE AMENDING THE TEXT OF CHAPTER 84 OF THE
CORCORAN CITY CODE RELATED TO TEMPORARY CONSTRUCTION SIGN
PROVISIONS (CITY FILE 21-027)**

THE CITY OF CORCORAN ORDAINS:

SECTION 1. Amendment of the City Code. The text of Chapter 84.02 of the Corcoran City Code is hereby amended by removing the ~~stricken~~ material and adding the underlined material as follows:

84.02: DEFINITIONS

Construction Sign – A temporary sign placed at a construction site which may possibly include components such as identifying the project or the name of the architect, engineer, contractor, developer, financier, other involved parties, and construction site rules.

Construction Site – A collective of any properties under construction for a residential, commercial, or industrial development.

~~**Real Estate Sign** – A temporary sign advertising the open house, sale, lease, or rental of the property or premises upon which it is located.~~

SECTION 2. Amendment of the City Code. The text of Chapter 84.06 of the Corcoran City Code is hereby amended by adding the underlined material as follows:

84.06: TEMPORARY SIGNS.

Temporary use of portable or movable signs shall be allowed in addition to the sign limitations of this ordinance.

1. General Provisions. All temporary signs, with the exception of construction signs, shall comply with the following standards:
 - a) Temporary signs shall comply with Section 84.04 (General Provisions).
 - b) Such signs shall be limited to a maximum of 32 square feet in area.
 - c) A permit shall be obtained from the Code Compliance Official for each location and time period for placement of such signs, except:

ORDINANCE NO. 2021-434

- i. Such signs shall comply with the duration limits of this Section.
- ii. A permit for temporary signs under 8 square feet in area shall not be required to obtain a permit provided that the posting date of the sign is legibly and permanently printed on the sign.
- iii. Farm stands in any district are permitted to display a temporary sign less than 16 square feet in area during the period of sales. Temporary commercial signs shall advertise an activity on the property on which they are located.
- d) Temporary commercial signs shall advertise an activity on the property on which they are located.
- e) All pennants, streamers, banners, and other forms of temporary signs must be maintained and not be frayed, torn, or tattered.
- f) Manually activated changeable message boards are permitted on temporary freestanding signs.
- g) Sandwich board and A-frame signs must be placed on the property where the business is located and within 10 feet of the primary entrance of the business or on the right-of-way in front of property. A-frame signs must provide an unobstructed sidewalk width of at least 5 feet for pedestrian passage and must not interfere with pedestrian traffic or violate standards of accessibility as required by the ADA or other accessibility codes.
- h) Temporary signs may be located on a property for continuous periods not to exceed 30 days. No more than 1 such sign will be allowed per parcel.
- i) No property shall be allowed more than 4 such periods in any 12-month period.

2. Construction Sign Provisions. Construction signs shall comply with the following standards:

- a) Construction signs shall comply with Section 84.04 (General Provisions).
- b) Each construction site will be allowed up to two signs, each limited to a maximum of 32 square feet in area.
- c) A permit shall be obtained from the Code Compliance Official, or his/her designee, for placement of each such sign, except signs under 8 square feet in area shall not be required to obtain a permit but shall be subject to the two-sign limit.

ORDINANCE NO. 2021-434

- d) Construction signs must be located on the construction site's primary entrance to the development.
- e) Construction signs can be located on the construction site until:
 - i. 90% of the building permits for a residential development have been issued.
 - ii. A certificate of occupancy has been issued for a commercial or industrial development.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect upon its adoption.

ADOPTED by the City Council on the 23rd day of September 2021.

VOTING AYE

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

VOTING NAY

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

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-106

**Motion By:
Seconded By:**

**A RESOLUTION APPROVING FINDINGS OF FACT FOR AN ORDINANCE
AMENDING THE TEXT OF CHAPTER 84 OF THE CORCORAN CITY CODE
(CITY FILE 21-027)**

WHEREAS, the Corcoran City Council has proposed an amendment to Chapter 84 (Signs) to allow a separate set of provisions for the treatment of temporary construction signs; and

WHEREAS, the amendment would be consistent with other City Code standards and City policies; and

WHEREAS, the City Council has reviewed the proposed text amendments at a duly called meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran, Minnesota, that it does approve an amendment to Chapter 84 (Signs) of the City Code to amend outside storage regulations, based on the following findings:

1. The proposed amendment would reduce the burden of the temporary sign time limit of 30 days, up to four times a year, for sites of multi-phase developments and long-term construction.
2. The proposed amendment would reduce the burden of a one-sign limit at construction sites where additional information may be appropriate at the entrance of the site.
3. The proposed amendment would reduce the number of City Code violations related to signs at construction sites.

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 23rd day of September 2021.

RESOLUTION NO. 2021-106

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

ORDINANCE NO. 2021-435

**Motion By:
Seconded By:**

SUMMARY OF ORDINANCE NO. 2021-434

**AN ORDINANCE AMENDING THE TEXT OF CHAPTER 84 OF THE
CORCORAN CITY CODE RELATED TO TEMPORARY CONSTRUCTION
SIGN PROVISIONS (CITY FILE 20-027)**

The text of Chapter 84 of the City Code of the City of Corcoran, Minnesota, is hereby amended by revise definitions and provisions for temporary construction signs.

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 23rd day of September 2021.

Tom McKee – Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

STAFF REPORT

Agenda Item 7g.

Council Meeting: September 23, 2021	Prepared By: Brad Martens; Kevin Mattson
Topic: Call Assessment Hearings – Appaloosa Woods and Corcoran Trail East/West Improvement Projects	Action Required: Approval

Summary:

The City Council approved two street improvement projects:

1. Appaloosa Woods Street Improvements Project
 - a. Project is complete.
2. Corcoran Trail East/West Improvements Project
 - a. Bid awarded; project to be completed this fall

Staff recommends calling assessment hearings for the October 14, 2021 meeting as costs are known for the Appaloosa Woods project and costs for the Corcoran Trail East/West project far exceed the amount to be assessed. This means that the assessable amount for both projects are known.

Updated assessment rolls for each improvement project have been included. As a result of the Appaloosa Woods Street Improvements project coming in under budget and lower than the total preliminary assessed benefit value, staff recommends lowering the assessed value equally across all benefited properties.

Attached to this report are resolutions declaring costs and calling for assessment hearings. It is requested the Council approve the resolutions as presented.

Financial/Budget:

Project costs are financed through the 2021 general fund budget, Asphalt Fund, Stormwater Fund, and special assessments.

Council Action:

Approve resolutions declaring costs and calling assessment hearings.

Attachments:

1. Assessment Roll – Appaloosa Woods Street Improvement
2. Assessment Roll – Corcoran Trail East/West Improvement
3. Resolution 2021-108 - Declaring Cost for the Appaloosa Woods Street Improvement Project
4. Resolution 2021-109 - Calling the Assessment Hearing for the Appaloosa Woods Street Improvement Project
5. Resolution 2021-110 - Declaring Cost for the Corcoran Trail East/West Street Improvement Project


6. Resolution 2021-111 - Calling the Assessment Hearing for the Corcoran Trail East/West Improvement Project

Appaloosa Woods - Street Improvements Assessment Roll

Project Cost \$ 148,791.42

Lot Equivilency

PID	PROPERTY ADDRESS	TAX PAYER ADDRESS	TAXPAYER NAME	Units	Assessment Amount
2411923130002	19340 81st Place N	19340 81st Place N	J R Laxen & M L Simon	1	\$ 11,346.55
2411923130003	19360 81st Place N	19360 81st Place N	Shelby Ann Burgess	1	\$ 11,346.55
2411923130004	19263 81st Place N	19263 81st Place N	S J Fraasch & N J S Fraasch	1	\$ 11,346.55
2411923140015	19233 81st Place N	19233 81st Place N	Sulaine Marie Pedersen	1	\$ 11,346.55
2411923140016	19223 81st Place N	19223 81st Place N	Dale M Hiebert	1	\$ 11,346.55
2411923140017	19203 81st Place N	19203 81st Place N	D & R Arntson	1	\$ 11,346.55
2411923140018	19165 81st Place N	19165 81st Place N	P J Dorn & A A Dorn	1	\$ 11,346.55
2411923140031	19125 81st Place N	19125 81st Place N	A M Gadalla/I E Siebenschuh	1	\$ 11,346.55
2411923410003	8035 Ridge Court N	8035 Ridge Court N	Steve Powers & Carrie Powers	1	\$ 5,046.56
2411923410004	8025 Ridge Court N	16369 69th Place N	Jonathan T Friese Et Al	1	\$ 5,046.56
2411923410006	8040 Ridge Court N	8040 Ridge Court N	David Mcstott & Judy Mcstott	1	\$ 5,046.56
2411923140020	19105 81st Place N	19105 81st Place N	Leon M & Maria S Ramminger	1	\$ 5,046.56
2411923140004	19140 81st Place N	19140 81st Place N	J & P Peterson	1	\$ 5,046.56
2411923140027	19114 81st Place N	19114 81st Place N	R A & M A M Riemer	1	\$ 5,046.56
2411923140026	19138 81st Place N	19138 81st Place N	Roman Svistun	1	\$ 11,346.55
2411923140025	19180 81st Place N	19180 81st Place N	Mary Judith Phillips	1	\$ 11,346.55
2411923140009	19260 81st Place N	19260 81st Place N	J D & B A Armbruster	1	\$ 5,046.56

 Denotes properties from existing pavement to existing pavement

**Corcoran Trail - Street Improvements
Assessment Roll**

Estimated Roadway Project Cost \$ 590,438.35

					Lot Equivilency			
PID	PROPERTY ADDRESS	TAX PAYER ADDRESS	TAXPAYER NAME	Units	Estimated Roadway Assessment Amount	Overlay Credit	Estimated Total Assessment Amount	
2311923330002	7715 Corcoran Tr W	7715 Corcoran Tr W	Lori K LeighChannon Hale Leigh	1	\$ 10,800.00	\$ -	\$ 10,800.00	
2311923330003	7735 Corcoran Tr W	7735 Corcoran Tr W	Harold R Hawkins	1	\$ 10,800.00	\$ -	\$ 10,800.00	
2311923330004	7755 Corcoran Tr W	7755 Corcoran Tr W	Brian & Evelyn Johnson	1	\$ 10,800.00	\$ -	\$ 10,800.00	
2311923330014	7785 Corcoran Tr W	7785 Corcoran Tr W	John W Herou/Michelle Herou	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330015	7795 Corcoran Tr W	7795 Corcoran Tr W	Bradley D PaumenBrian T Paumen	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330016	7815 Corcoran Tr W	7815 Corcoran Tr W	Brian Toussaint	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320002	7915 Corcoran Tr W	7915 Corcoran Tr W	Barbara A PearsonBradley F Pearson	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320003	8015 Corcoran Tr W	8015 Corcoran Tr W	Randal Donnell/Sarah Donnell	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320004	8055 Corcoran Tr W	8055 Corcoran Tr W	Floyd Raymond Keen Jr	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320005	8075 Corcoran Tr W	8075 Corcoran Tr W	Curtis & Amy Nelson	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320006	8070 Corcoran Tr E	8070 Corcoran Tr E	Cody Ellos & Laura Ellos	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320007	8010 Corcoran Tr E	8010 Corcoran Tr E	Pamela & Steven Scheiller	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320008	7950 Corcoran Tr E	7950 Corcoran Tr E	Douglas Eli & Leah Robideau	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320009	7900 Corcoran Tr E	7900 Corcoran Tr E	Thomas J & Karen E Boerner	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330017	7800 Corcoran Tr E	7800 Corcoran Tr E	Bemjamin W KorrrStephanie A Korrrer	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330018	7790 Corcoran Tr E	7790 Corcoran Tr E	Pat A Tabor/Jody A Mills	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330019	7780 Corcoran Tr E	7780 Corcoran Tr E	S J Patnode & M Nelson	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330020	7770 Corcoran Tr E	7770 Corcoran Tr E	Pat Riley GormanStacy Ann Gorman	1	\$ 10,800.00	\$ -	\$ 10,800.00	
2311923330010	7760 Corcoran Tr E	7760 Corcoran Tr E	R L Eastborne	1	\$ 10,800.00	\$ -	\$ 10,800.00	
2311923330009	7720 Corcoran Tr E	7720 Corcoran Tr E	Brian Toussaint	1	\$ 10,800.00	\$ -	\$ 10,800.00	
2311923330013	7710 Corcoran Tr W	7710 Corcoran Tr W	Molly Gabriele	1	\$ 10,800.00	\$ -	\$ 10,800.00	
2311923330006	7730 Corcoran Tr W	7730 Corcoran Tr W	Keith Drake & Elise Drake	1	\$ 10,800.00	\$ -	\$ 10,800.00	
2311923330021	7780 Corcoran Tr W	7780 Corcoran Tr W	Curt D Propson	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330022	7798 Corcoran Tr W	7798 Corcoran Tr W	Chris Kuechle & Cher Kuechle	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320010	7888 Corcoran Tr W	7888 Corcoran Tr W	Bruce A & Wendy A Koenen	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320011	8030 Corcoran Tr W	8030 Corcoran Tr W	Loren George	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320012	7965 Corcoran Tr E	7965 Corcoran Tr E	John & Lois Scheunemann	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923320013	7895 Corcoran Tr E	7895 Corcoran Tr E	Joseph P StanislawskiGoodrun A Stanislawski	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330023	7801 Corcoran Tr E	7801 Corcoran Tr E	Daniel A WoodwardAlicia L O'Donnell	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330024	7775 Corcoran Tr E	7775 Corcoran Tr E	Andrew CarpenterDonna Carpenter	1	\$ 5,400.00	\$ (1,800.00)	\$ 3,600.00	
2311923330007	7745 Corcoran Tr E	7745 Corcoran Tr E	Jaclyn Pikkarainen	1	\$ 10,800.00	\$ -	\$ 10,800.00	

RESOLUTION NO. 2021-108

Motion By:
Seconded By:

A RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENTS FOR THE APPALOOSA WOODS STREET IMPROVEMENT PROJECT

WHEREAS, pursuant to Minnesota Statutes § 429.061 the costs and expense incurred and to be incurred in making the improvements of the Appaloosa Woods Street Improvement Project, have been calculated and so determined; and

WHEREAS, the costs and expense have been calculated for the Appaloosa Woods Improvement Project, the improvement by reconstruction of the existing roadways of the following:

- 81st Place from City of Corcoran Eastern Boundary to City of Corcoran Northern Boundary
- 81st Place turnaround from 81st Place to End
- Ridge Court from 81st Road to end of public roadway, approximately 30 feet; and

WHEREAS, the estimated cost and expense incurred and to be incurred in making such improvements is the amount of \$148,791.42; and

WHEREAS, Minnesota Statutes § 429.061, Subd. 1, provides that “[a]t any time after the expense incurred or to be incurred in making an improvement shall be calculated under the direction of the Council, the Council shall determine by resolution the amount of the total expense a municipality will pay, other than the amount, if any, which it will pay as a property owner and the amount to be specially assessed.”.

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

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$0.00 and the portion of the cost to be assessed against the benefited property owners is declared to be \$148,791.42.
2. Assessments shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before November 15th, and shall bear interest at the rate of 1.83 percent per annum from the date of the adoption of the assessment resolution.
3. The City Clerk shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

RESOLUTION NO. 2021-108

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 23rd day of September, 2021.

Tom McKee – Mayor

ATTEST:

Jessica Beise – Administrative Services Director


City Seal

Appaloosa Woods - Street Improvements Assessment Roll

Project Cost \$ 148,791.42

Lot Equivilency

PID	PROPERTY ADDRESS	TAX PAYER ADDRESS	TAXPAYER NAME	Units	Assessment Amount
2411923130002	19340 81st Place N	19340 81st Place N	J R Laxen & M L Simon	1	\$ 11,346.55
2411923130003	19360 81st Place N	19360 81st Place N	Shelby Ann Burgess	1	\$ 11,346.55
2411923130004	19263 81st Place N	19263 81st Place N	S J Fraasch & N J S Fraasch	1	\$ 11,346.55
2411923140015	19233 81st Place N	19233 81st Place N	Sulaine Marie Pedersen	1	\$ 11,346.55
2411923140016	19223 81st Place N	19223 81st Place N	Dale M Hiebert	1	\$ 11,346.55
2411923140017	19203 81st Place N	19203 81st Place N	D & R Arntson	1	\$ 11,346.55
2411923140018	19165 81st Place N	19165 81st Place N	P J Dorn & A A Dorn	1	\$ 11,346.55
2411923140031	19125 81st Place N	19125 81st Place N	A M Gadalla/I E Siebenschuh	1	\$ 11,346.55
2411923410003	8035 Ridge Court N	8035 Ridge Court N	Steve Powers & Carrie Powers	1	\$ 5,046.56
2411923410004	8025 Ridge Court N	16369 69th Place N	Jonathan T Friese Et Al	1	\$ 5,046.56
2411923410006	8040 Ridge Court N	8040 Ridge Court N	David Mcstott & Judy Mcstott	1	\$ 5,046.56
2411923140020	19105 81st Place N	19105 81st Place N	Leon M & Maria S Ramminger	1	\$ 5,046.56
2411923140004	19140 81st Place N	19140 81st Place N	J & P Peterson	1	\$ 5,046.56
2411923140027	19114 81st Place N	19114 81st Place N	R A & M A M Riemer	1	\$ 5,046.56
2411923140026	19138 81st Place N	19138 81st Place N	Roman Svistun	1	\$ 11,346.55
2411923140025	19180 81st Place N	19180 81st Place N	Mary Judith Phillips	1	\$ 11,346.55
2411923140009	19260 81st Place N	19260 81st Place N	J D & B A Armbruster	1	\$ 5,046.56

 Denotes properties from existing pavement to existing pavement

RESOLUTION NO. 2021-109

Motion By:
Seconded By:

A RESOLUTION CALLING FOR AN ASSESSMENT HEARING FOR THE APPALOOSA WOODS STREET IMPROVEMENT PROJECT

WHEREAS, the Corcoran City Council on April 13, 2020, ordered the preparation of a feasibility report by the City Engineer for the Appaloosa Woods Street Improvement project; and

WHEREAS, on April 8, 2021, the City Council approved the feasibility report and scheduled the public improvement hearing for May 13, 2021; and

WHEREAS, on May 13, 2021, the City Council held a public hearing, ordered the Appaloosa Woods Street Improvement Project and directed the City Engineer to prepare plans and specifications consistent with the ordered improvements, pursuant to resolution 2021-42.

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

1. The City Council hereby calls for an assessment hearing to be held on October 14, 2021 at 7:00 pm for the purposes of considering and adopting the project assessment roll.
2. The City Council hereby directs staff to mail official notice to the affected property owners to include the individual amounts of the proposed assessments.

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 23rd day of September, 2021.

Tom McKee – Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-110

Motion By:
Seconded By:

A RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENTS FOR THE CORCORAN TRAIL EAST/WEST IMPROVEMENTS PROJECT

WHEREAS, pursuant to Minnesota Statutes § 429.061 the costs and expense incurred and to be incurred in making the improvements of the Corcoran Trail East-West Improvement Project, have been calculated and so determined; and

WHEREAS, the costs and expense have been calculated for the Corcoran Trail East/West Improvement Project, the improvement by reconstruction of the existing roadways of the following:

- Corcoran Trail East and West to the respective connections with County Road 50; and

WHEREAS, the estimated cost and expense incurred and to be incurred in making such improvements is the amount of \$590,438.35; and

WHEREAS, Minnesota Statutes § 429.061, Subd. 1, provides that “[a]t any time after the expense incurred or to be incurred in making an improvement shall be calculated under the direction of the Council, the Council shall determine by resolution the amount of the total expense a municipality will pay, other than the amount, if any, which it will pay as a property owner and the amount to be specially assessed.”.

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

1. The portion of the cost of such improvement to be paid by the city is estimated to be \$414,038.35 and the portion of the cost to be assessed against the benefited property owners is declared to be \$176,400. The City shall pay any additional costs beyond the assessed amount.
2. Assessments shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before November 15th, and shall bear interest at the rate of 1.83 percent per annum from the date of the adoption of the assessment resolution.
3. The City Clerk shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

RESOLUTION NO. 2021-110

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 23rd day of September, 2021.

Tom McKee – Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-111

Motion By:
Seconded By:

**A RESOLUTION CALLING FOR AN ASSESSMENT HEARING FOR THE CORCORAN TRAIL
EAST/WEST IMPROVEMENTS PROJECT**

WHEREAS, the Corcoran City Council on February 11, 2021, ordered the preparation of a feasibility report by the City Engineer for the Corcoran Trail East/West Improvements project; and

WHEREAS, on May 13, 2021, the City Council approved the feasibility report and scheduled the public improvement hearing for June 10, 2021; and

WHEREAS, on June 10, 2021, the City Council held a public hearing, ordered the Corcoran Trail East/West Improvements project and directed the City Engineer to prepare plans and specifications consistent with the ordered improvements, pursuant to resolution 2021-61.

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

1. The City Council hereby calls for an assessment hearing to be held on October 14, 2021 at 7:00 pm for the purposes of considering and adopting the project assessment roll.
2. The City Council hereby directs staff to mail official notice to the affected property owners to include the individual amounts of the proposed assessments.

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 23rd day of September, 2021.

Tom McKee – Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

STAFF REPORT

Agenda Item 7h.

Council Meeting: September 23, 2021	Prepared By: Brad Martens
Topic: City Hall Remodel –Change Order #7	Action Required: Approval

Summary:

Work continues on the City Hall remodel project with work nearing completion. Attached to this report is Change Order #7. Staff believes there will be one additional change order coming prior to project close out.

Change order #7

1. This seventh change order is to increase the overall contract by \$4,514.73 as outlined below:
 - a. Automatic door closer work: \$3,806.25
 - i. Existing door closers needed repairs to be functional per ADA compliance
 - b. Police lobby countertop: \$146.73
 - i. Install grommets for computer cords
 - c. Button operators: \$141.75
 - i. New buttons for handicap door operators
 - d. Handicap door operator: \$420.00
 - i. Change location of handicap door operator

Financial/Budget:

The additional costs have resulted in a projection that the remodel will go slightly above the original budget allocation. The current projection is an overage of \$5,298 or 0.7%. Many of the additional items from change orders were unknowns which have been covered in our soft cost allocations. It is likely that one additional change order will be required prior to completion of the project.

Budget Category	Approved Amount	Projected Amount 7/14/21
Construction	\$396,500	\$446,556
Technology	\$120,000	\$88,500
Furniture	\$120,000	\$166,742
Soft Costs	\$90,000	\$30,000
Total	\$726,500	\$731,798

Council Action:

Approve Change Order #7 for the City Hall remodel project.

Attachments:

1. Change Order #7



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Corcoran City Hall and Police Remodel
(182292)
8200 County Road 116
Corcoran, Minnesota 55340

CONTRACT INFORMATION:
Contract For: General Construction

Date: August 3, 2020

CHANGE ORDER INFORMATION:
Change Order Number: Seven (7)

Date: August 31, 2021

OWNER: *(Name and address)*
City of Corcoran
8200 County Road 116
Corcoran, Minnesota 55340

ARCHITECT: *(Name and address)*
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*
Weber, Inc.
2497 Seventh Avenue East, #110
North Saint Paul, Minnesota 55109

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- PCO #015 – Handicap Door Closers. Add \$3,806.25
- PCO #016 – Grommet Installation. Add \$146.73
- PCO #017 – Added Boxes for Handicap Button Operators. Add \$141.75
- PCO #019 – Move ADA Button. Add \$420.00


TOTAL CHANGE ORDER NO. 7 ADD \$4,514.73

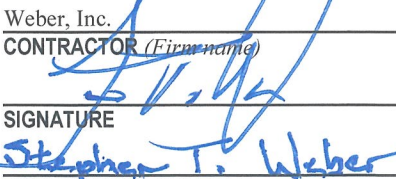
The original Contract Sum was	\$ 396,500.00
The net change by previously authorized Change Orders	\$ 45,540.74
The Contract Sum prior to this Change Order was	\$ 442,040.74
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,514.73
The new Contract Sum including this Change Order will be	\$ 446,555.47

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be May 7, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects and Engineers
 ARCHITECT *(Firm name)*

 SIGNATURE
 Andrew Dahlquist, Project Manager
 PRINTED NAME AND TITLE
 August 31, 2021
 DATE

Weber, Inc.
 CONTRACTOR *(Firm name)*

 SIGNATURE
 Stephen T. Weber
 PRINTED NAME AND TITLE
 8-31-2021
 DATE

City of Corcoran
 OWNER *(Firm name)*
 SIGNATURE
 PRINTED NAME AND TITLE
 DATE

Date: 05/05/2021

Proposed Change Order #015

Project # 20-001



Corcoran City Hall & Police Remodel
8200 County Road 116
Corcoran, MN 55340

DESCRIPTION: Trouble Shoot & Fix Existing Automatic Door Closers That Were Not Functioning Per ADA Compliance.

Proposed Change Order #015

Service Call/Diagnosis - Labor		\$504.00	Wheeler
Fix Closers - Labor & Material		\$3,121.00	Wheeler
<hr/>			
Subtotal		\$3,625.00	
Commission	5.00%	\$181.25	Weber
<hr/>			
Total For Proposed Change		\$3,806.25	

If you have any questions, please call.

Sincerely,

WEBER, INC.

George Sinn

George Sinn
Project Manager

George Sinn

From: Jesse Erickson <Jesse.Erickson@wheelerhardware.com>
Sent: Monday, May 03, 2021 9:32 AM
To: George Sinn
Subject: FW: PDO Upgrade Conversions (2) Locations Corcoran CHPD
Attachments: Weber Construction- Corcoran CHPD (RFP PDO Upgrades).pdf

George-
The service call and trouble-shooting time was a total cost of: \$504
Any questions let me know...Thank you.

Regards,

Jesse J. Erickson, Project Manager



Dedicated To Flexible, Customized Service!

Wheeler Hardware Company
2645 Fairview Ave No
Roseville, MN 55113

Phone: 651.645.4501 / Fax: 651.645.9943 / Website: www.wheelerhardware.com
Direct Dial: 651.255.0185 / Cell: 763.355.0388 / E-mail: Jesse.Erickson@wheelerhardware.com

From: Jesse Erickson
Sent: Wednesday, April 28, 2021 11:48 AM
To: George Sinn <gsinn@webercompanies.com>
Subject: PDO Upgrade Conversions (2) Locations Corcoran CHPD

George-
See attached pricing...any questions let me know, but I think I noted everything for you as far as what is required/breakdown of material.
Thank you.

Regards,

Jesse J. Erickson, Project Manager



Dedicated To Flexible, Customized Service!

Wheeler Hardware Company
2645 Fairview Ave No
Roseville, MN 55113

Phone: 651.645.4501 / Fax: 651.645.9943 / Website: www.wheelerhardware.com
Direct Dial: 651.255.0185 / Cell: 763.355.0388 / E-mail: Jesse.Erickson@wheelerhardware.com



2645 FAIRVIEW AVENUE NORTH
ROSEVILLE, MINNESOTA 55113
phone: 651.645.4501
fax: 651.645.9943
E-MAIL: jerickson@wheelerhardware.com

Facsimile Cover Sheet

To: George Sinn
Company: Weber Companies
Phone: 651.770.5350
E-mail: gsinn@webercompanies.com

From: Jesse J. Erickson
Date: April 28th, 2021

Pages including this cover: 1 of 1

comments: Job: Corcoran CHPD Renovation/Remodel –Corcoran, MN.

RE: (RFP PDO Upgrades @ Main Exterior Opening & City Hall Exterior Opening)

Description Breakdown per Item:

1. Existing Openings Main Exterior & City Hall Exterior (2 locations only)
 - A. Add new operator motor.
 - B. Add new control module.
 - C. Add new wiring harness.
 - D. Add for WHC Labor to change out old parts with new parts above.

Total Cost: \$3,121.00

Notes:

1. Lead-time for electronic items TBD at the time of ordering, all items above are non-stock and need to be ordered.
2. Conversion of new parts should be able to be completed in one full working day.
3. The other two existing openings with PDO's were currently working fine at the time of inspection; at some point the same modifications/conversions maybe required at these openings as well.
4. Pricing above does not include costs for original site visit for trouble-shooting and inspections of existing units, that pricing to follow.

***All items above are pending final approval of architect/owner. Weber Companies to advise when to proceed.**

Thank You. If you have any questions please feel free to call me.

Jesse J. Erickson
JESSE J. ERICKSON

Date: 06/14/2021

Proposed Change Order #016

Project # 20-001



Corcoran City Hall & Police Remodel
8200 County Road 116
Corcoran, MN 55340

DESCRIPTION: Extra Work Required By Owner. Drill In Two Grommets Into Countertop For Computer Cords. No Grommets Where Shown On The Plan. Countertop is the back Police room desk.

Proposed Change Order #016

Grommet Labor 1Hr/\$100 plus 10% Markup		\$110.00	Weber
Grommets Material plus 10% Markup		\$36.73	Weber
Subtotal		\$146.73	
Commission	5.00%	\$0.00	Weber
Total For Proposed Change		\$146.73	

If you have any questions, please call.

Sincerely,

WEBER, INC.

George Sinn

George Sinn
Project Manager



№ 001682

TELEPHONE (651) 770-5350

BACK CHARGES & EXTRA WORK ORDERS

JOB Conover City Hall DATE 5-5-2021

SUBCONTRACTOR _____

ADDRESS _____

LABOR:	CLASSIFICATION	HOURS
<u>Drill in Grout "D"</u>		<u>1.0</u>

MATERIAL: _____

EQUIPMENT: _____

DESCRIPTION OF WORK: Grout not supplied by concrete supplier

Weber, Inc.

BY Don Kirkley

SUBCONTRACTOR _____

BY _____



MENARDS MAPLE GROVE
16500 96TH AVE. N.
MAPLE GROVE, MN 55311

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 08/03/21

If you have questions regarding the charges on your receipt, please email us at:
MPT@retailer.menards.com



2 Sale Transaction

BI-METAL HOLE SAW 2-1/2"	
2526521	12.49
2-1/2" WHITE GRONMET	
2027880 2 @3.79	7.58
3/8" HOLE SAW ANBOR #2	
2526502	10.99

TOTAL	31.06
TAX MN-PTD-MN 7.525%	2.33
TOTAL SALE	33.39
Menard Commercial Card 2618 835837	33.39
Swiped	
PO # cch	

TOTAL NUMBER OF ITEMS - 4

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
6/6

Date: 06/23/2021

Proposed Change Order #017

Project # 20-001



Corcoran City Hall & Police Remodel
8200 County Road 116
Corcoran, MN 55340

DESCRIPTION: Extra Work - Existing Boxes For Handicap Button Operators Do Not Work. PCO Is For 8 New Boxes To Go With The Buttons.

Proposed Change Order #017

8 New Boxes - Material		\$135.00	Wheeler
Subtotal		\$135.00	
Commission	5.00%	\$6.75	Weber
Total For Proposed Change		\$141.75	

If you have any questions, please call.

Sincerely,

WEBER, INC.

George Sinn

George Sinn
Project Manager

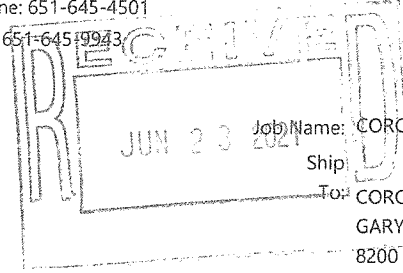


Wheeler Hardware Company
 2645 FAIRVIEW AVE N
 Roseville, MN 55113-2616
 Phone: 651-645-4501
 Fax: 651-645-9943

INVOICE

Page: 1
 Invoice Number: SPI120320
 Invoice Date: 6/22/2021

Bill
 To: WEBER, INC
 2497 7TH AVE E
 North Saint Paul, MN 55109



Job Name: CORCORAN CITY HALL AND POLICE REMODEL (RFCO Add
 Ship To: CORCORAN CITY HALL AND POLICE REMODEL
 GARY KIRKEBY
 8200 COUNTY ROAD 116
 CORCORAN, MN 55340-2100

Ship Via	WILL CALL	Customer ID	WEBER
Ship Date	6/21/2021	P.O. Number	PO #005 /JOB #20-001
Due Date	6/22/2021	Our Order No.	SO119918
Terms	BLOCKED	SalesPerson	JESSE ERICKSON
Contract No.	JOB06740-15	Primary Qty.	0

Item No.	Description	Unit	Order Qty	Quantity
BEA00005	10BOX45RNDISM (surface mounted) 4.5" ROUND BOX	EA	8	8

**Invoices are due and payable no later than 30 days from the billing date unless otherwise stated.
 All invoices not paid within 30 days of billing are subject to be charged interest at the fullest rate allowed by law.
 Customer agrees to pay all costs of collections of unpaid invoices, including but not limited to attorney fees.**

Amount Subject to Sales Tax	125.55	Subtotal:	125.55
Amount Exempt from Sales Tax	0.00	Invoice Discount:	0.00
		Total Sales Tax	9.45
		Total:	135.00

Date: 07/23/2021

Proposed Change Order #019

Project # 20-001



Corcoran City Hall & Police Remodel
8200 County Road 116
Corcoran, MN 55340

DESCRIPTION: Owner Requested Change - Move Door Button In The PD Lobby To The Wall With The T Window.

Proposed Change Order #019

Electrical - Labor & Material		\$400.00 Liberty
Subtotal		\$400.00
Commission	5.00%	\$20.00 Weber
Total For Proposed Change		\$420.00

If you have any questions, please call.

Sincerely,

WEBER, INC.

George Sinn

George Sinn
Project Manager

George Sinn

From: Josh Linn <josh.libertyelectric@hotmail.com>
Sent: Wednesday, July 21, 2021 6:58 AM
To: George Sinn
Cc: Reide Weber; Reide Weber
Subject: Re: Corcoran

George,

We can move the button as long as it doesn't go below any windows and we are able to fish it straight down the wall. It would probably be around \$400.00 to move it. Please advise on when we should be back to finish miscellaneous work. It would be nice to have everything on site so we can finish up 100%.

Josh Linn
Project Manager
Liberty Electric Co. Inc.
27582 246th Ave
Albany, MN 56307

josh.libertyelectric@hotmail.com
Office:(320)548-3775
Cell:(320)470-0094
Fax:(320)548-3776

From: George Sinn <gsinn@webercompanies.com>
Sent: Friday, July 16, 2021 5:44:20 AM
To: Josh Linn <josh.libertyelectric@hotmail.com>
Cc: Reide Weber <rweber@webercompanies.com>
Subject: Corcoran

Josh, The PD wants the door button in their lobby to be moved to the wall with the T window between the window and the exit door. Please provide the cost for relocating the button.

Thank you, George



George Sinn
Project Manager/Estimator
Weber, Inc. ■ Weber Consulting Associates, Inc.

phone: 651-770-5350
cell: 651-755-0268
fax: 651-770-5385
www.webercompanies.com





105 South Fifth Avenue
 Suite 513
 Minneapolis, MN 55401

Tel: 612-252-9070
 Fax: 612-252-9077
 www.landform.net

TO: Corcoran City Council

FROM: Kendra Lindahl, Landform

DATE: September 13, 2021 for the September 23, 2021 City Council Meeting

RE: Final Plat and Final Planned Unit Development (PUD) Plan for “Tavera 2nd Addition” (PID 35-119-23-44-0004 and 35-119-23-41-0001) (city file no. 21-036)

REVIEW DEADLINE: October 18, 2021

1. Application Request

The applicant, Lennar, has requested approval of the final plat and final PUD development plan for Tavera. This phase plats part of the former Wessel property (Outlot B) and the former Thies property, which was not in the original plat phase for 46 single family home lots and five outlots on 29.8 acres. The original approvals allowed grading of this portion of the site.

2. Planning Commission Review

The Planning Commission reviewed the final PUD plan at their September 2, 2021 meeting and voted 4-0-1 (Lanterman abstained) to recommend approval of the request. There was no one present to speak on this item.

3. Background

On June 25, 2020, The City Council approved the Comprehensive Plan Amendment, Rezoning, Preliminary Plat and Preliminary PUD Development Plan for “Tavera”, a 549-unit a mix of single-family, villa, twinhome and townhome units.

On January 25, 2021, Hennepin County approved lot division for the Wessel property. The lot split did not require City Council approval because lot splits that create parcels a minimum of 20 acres with 500 feet of frontage on a public street are exempt from subdivision by MN Statute. The split created two parcels and the proposed phase 1 development is on the northern parcel.

On April 8, 2021, the Council approved phase 1 of the development for 33 single family home lots and three outlots. The new entrance off County Road 116 would be constructed with this initial phase.

On July 22, 2021, the Council approved a PUD amendment to allow 551 homes and allow a modification to the temporary real estate time period.





4. Analysis of Request

Staff has reviewed the application for consistency with Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance and City Code requirements, as well as 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.

A. Level of City Discretion in Decision-Making

The City's discretion in approving a final PUD is limited to whether the proposed plan is in substantial conformance with the preliminary PUD development plan. If it meets these standards, the City must approve the final PUD development plan.

The City's discretion in approving a final plat is limited to whether the proposed plat meets the standards outlined in the City's subdivision and zoning ordinance. If it meets these standards, the City must approve the final plat.

B. Consistency with Ordinance Standards

Final PUD Development Plan

Staff has reviewed the application for consistency with the approved preliminary plans, as well as City policies. Staff finds that the final PUD development plan is generally consistent with the approved preliminary plans. However, there are a number of conditions that must be addressed prior to release of the final plat and authorization to begin construction.

The Tavera preliminary plat did include the parcel at 6421 County Road 116, but it was not included in the final plat for phase one. The applicant must provide the new PID assigned by Hennepin County to Outlot B, Tavera 1st Addition.

The applicant was issued a grading permit that allows grading from the new Horseshoe Trail access on the north to Hackamore Road on the south. This phase is directly south of the 1st Addition final plat that was approved earlier this year. This plans include extension of the Tamarack Lane cul-de-sac to the south and connection to 64th Avenue. There is a landscaped island in the Block 4 and additional planting details are required to be submitted for review and approval by the City.

Phase 2 of the proposed development includes 46 new single-family homes. The lots range in size from 7,215 – 16,559 sq. ft. There is a master association for maintain common areas (signs, boulevard irrigation and landscaping, etc.) in this phase. The HOA documents will be amended to include this phase.

Preliminary PUD Development Plan

The neighborhood will be built over eight years and we can expect that house plans offered by Lennar today may be modified with different options by the time the project is built out. The developer has provided example products for discussion with the preliminary approvals and



conditions were included to ensure compliance with those approvals, but other house plans could be approved by staff over time. The plan includes a mix of the approved single family home lot sizes (55-, 65- and 75-foot wide lots).

Lot Dimensions and Setbacks

The preliminary plat approval granted some flexibility from the lot size and width standards and rear yard setbacks for decks and patios. The approved standards are included in the approving resolutions. However, since buyers will select their individual home for each lot, staff will review setbacks for compliance with these standards as part of the building permit application.

Design Standards

The applicant as granted flexibility from the garage standards in in Section 1040.040, Subd 8 of the Zoning Ordinance as part of the preliminary approvals. The homes will be selected for each lot by the buyers and must comply with all design standards and PUD standards. This will be reviewed at building permit to ensure compliance.

Utilities

The City Engineer's memo provides detailed utility comments. This project will extend municipal sewer and water from the 1st Addition to serve this phase of the development.

Existing Easements

There is a large electrical transmission line easement that runs east west through the southern portion of the site. Lot 12, Block 1 is located in this powerline easement. Lennar had provided document number 10879791 indicating release of a portion of the easement, but the drawings continue to show the easement. Staff has included a condition that the applicant provide details of this easement and any restrictions to ensure there are no conflicts with the proposed plans or remove from the plans if the easement has been released.

New standard drainage and utility easements will be provided with the plat around the perimeter of the lots, over stormwater management ponds and over the wetlands (over the wetland and buffer areas). The engineer's memo notes where revisions are required.

Wetlands

Wetland permits have been approved by the watershed. The applicant is proposing nearly 3 acres of wetland impact on the site and intends to purchase off-site wetland credits to mitigate for the impact.

Section 1050.010 establishes standards for the wetland overlay district. This includes establishment of wetland buffer strips with an average buffer width of 25 feet plus a 15-foot structure setback from the buffer. Wetland buffer signs are required to be installed 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 of wetland edge. The plans do not currently comply and must be revised to show compliance with these requirements.

Natural Resources

The Comprehensive Plan includes a Natural Resource Inventory Areas map (Map 1-7) that shows wetlands and woodland areas and an Ecologically Significant Natural Areas map (Map 1-12) that shows Oak Forest, Maple-basswood forest and lowland hardwood forest scattered throughout the site.

The City does not have a tree preservation ordinance. However, as part of the preliminary approvals, the applicant indicated that preservation of a significant portion of these areas is one of the PUD benefits. The final PUD plans show 42% preservation of the ecologically significant areas and 70% of the woodland areas outside of the boundaries. A conservation easement for the tree protection areas was recorded with the 1st Addition.

Outlot A will be in this conservation area and will include a City trail that will be constructed by the applicant. The trail location must be adjusted in Outlot A to comply with the PUD approvals.

Landscaping

The applicant is required to provide one tree for each dwelling unit. These trees are generally proposed to be evenly spaced in the front yard along the street to create a tree lined street canopy. Staff recommends all trees be planted when the street is completed, but these must be planted prior to issuance of a certificate of occupancy for the adjacent home.

A setback reduction from 100 feet to 60 feet were approved as allowed by Section 1060 of the Zoning ordinance, which allows the reduction by right if additional landscaping is required. The ordinance requires 1 overstory deciduous tree, 1 overstory coniferous tree, 2 ornamental trees, and 10 understory shrubs per 100 ft. of the project site where the reduction is requested. The applicant requested and received PUD approval to add additional trees in lieu of shrubs. The plan complies with the PUD approval.

The irrigation plan includes some potable water and stormwater reuse. The City requires a detailed irrigation operation and maintenance plan for the system as noted in the engineering memo. The irrigation system must have a rain detection device so as to prevent irrigation during rain events.

Lighting

Standard street lighting will be provided by Wright Hennepin Electric. Streetlights are generally located on the sidewalk side of the street but will be coordinated with the City and field located during construction.



Parks and Trails

The 2040 Parks and Trails Plan map shows On Road trails on County Road 116, Hackamore Road and Horseshoe Trail (66th Avenue/Gleason Parkway), which can be accommodated in the right-of-way. There is an Off Road trail running north to south in this area and this trail coincides with the regional trail planned by Three Rivers Park District.

The preliminary approvals included a 4.06-acre park and 1.8-miles of trails. Additionally, Outlot K (as noted in the preliminary plat) will be deeded to the City to provide access to the park. This will also preserve options for a future extension of Horseshoe Trail should the properties to the west redevelop in the future.

Trails and Sidewalks

A new trail will be constructed in Outlot A and sidewalks will be constructed on one side of each of the new streets.

There were a number of revisions required with the preliminary approvals that must be addressed for this phase:

- The sidewalk on Tamarack Lane must be shifted to the east side of the street to avoid conflicts with the trail on the south end of the project.
 - This was a condition of the 1st Addition as well but the plans continue to show the sidewalk on the West side of the street.
 - Plans must be revised.
- Rather than the mid-block trail crossing from Outlot A to the park, the trail should be shifted east north of the wetland to connect at the intersection of Horseshoe Trail and Tamarack Lane.
 - Plans must be revised.
 - This may also affect the conservation easement and tree preservation plans.

Trails will be maintained by the City according to City trail policy and sidewalks will be maintained by the HOA or homeowners.

Park Dedication

The City should accept park dedication in the form of land where shown on the maps. The City may accept cash-in-lieu of land if park dedication requirements are not met by the land dedication.

The park dedication requirements for Tavera would be satisfied with a combination of park land dedication (park and trail easement) plus cash-in-lieu of fees. Park dedication will be based on the park dedication fee in place at the time the plat is released for filing.

Park dedication for the 46 lots included in the 2nd Addition shall be the trail easement and cash-in-lieu of land. The developer must revise the off-road trail alignment and then provide gross and net areas for the 20-foot wide trail easement. Park dedication will be given for the trail easement and the remainder will be cash.



Final Plat

The applicant is requesting approval of a final plat for 46 single-family residential home lots and five outlots.

The final plat is consistent with the approved preliminary plat.

Development Phasing

The developer plans to develop this project in eight phases. Timing will be contingent upon extension of public infrastructure and market demand. The phasing plan may be modified at each stage to better correspond with public improvements.

Conclusion

Staff finds that the proposed plan is generally consistent with the Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, and preliminary PUD approvals. The staff report noted the outstanding issues that must be addressed and staff has included conditions in the attached resolution to address these issues.

5. Recommendation

Move to recommend approval of the following, as recommended by the Planning Commission:

- a. Resolution 2021-104 approving the final PUD development plan
- b. Resolution 2021-105 approving the final plat and development contract

Attachments

1. Resolution 2021-104 approving the final PUD development plan
2. Resolution 2021-105 approving the final plat and development contract
3. Draft Development Contract
4. City engineer's memo dated August 24, 2021
5. Location map
6. Applicant's narrative dated July 20, 2021
7. Final PUD Development Plans dated July 20, 2021
8. Landscape Plans dated July 20, 2021
9. Final Plat dated July 20, 2021
10. Master Plan from PUD amendment dated April 9, 2021
11. Phasing Plan dated August 31, 2021

RESOLUTION NO. 2021-104

Motion By:
Seconded By:

APPROVING FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR “TAVERA 2nd ADDITION” FOR LENNAR (PID 35-119-23-44-0004 and 35-119-23-41-0001) (CITY FILE NO. 21-036)

WHEREAS, US Home Corporation, a Delaware Corporation dba Lennar (“the applicant”) has requested approval of a final PUD (planned unit development) plan for “Tavera 2nd Addition” for 46 new residential lots and five outlots on property legally described as:

See Attachment A

WHEREAS, the Planning Commission has reviewed the plan at a public meeting 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 for a final PUD development plan, subject to the following conditions:

1. A final PUD development plan is approved to create 46 lots and five outlots for “Tavera 2nd Addition”, in accordance with the plans and application received by the City on July 20, 2021 and additional information received on August 6, 2021 and August 12, 2021, except as amended by this resolution.
2. Approval is subject to the preliminary approvals (Resolutions 2020-50 and 2020-51), except as modified by the PUD amendment (Resolution 2021-86).
3. The applicant shall comply with all requirements of the City Engineer’s memo dated August 24, 2021.
4. The applicant must provide proof of the correct PID numbers for both parcels from Hennepin County.
5. All plan sheets must clearly identify the boundaries of Tavera 2nd Addition.
6. The plans show the easement for electric powerlines over Lot 12, Block 1. The applicant must either:
 - a. Provide documentation from the easement holder that home construction will be permitted in this easement or
 - b. If the easement was released by Hennepin County document #10879791, the easement should be removed from the plans.
7. City landscape details must be shown on the plans.
8. Consider Black Hills Spruce or other alternative to White Pine, which may not thrive in the soils in this location.

RESOLUTION NO. 2021-104

- 9. Detailed plans for the landscape island, including all plant materials, mulch and irrigation method, must be provided for City review and approval.
- 10. Lawn sprinklers/irrigation systems (if provided) shall all have rain sensors to limit unnecessary watering.
- 11. The HOA shall be responsible for maintenance of:
 - a. Landscaping and any irrigation in the cul de sac islands
 - b. Landscaping and any irrigation in the common areas
 - c. Wetland/pond buffer areas
 - d. Sidewalks
 - e. All common areas, including signage, lighting and landscaping in those areas.
- 12. The following documents must be approved by the City Attorney and recorded at Hennepin County:
 - a. Stormwater Maintenance Agreement
 - b. Temporary Turnaround Easements
 - c. Maintenance and Encroachment agreements for landscaping in the public right-of-way
 - d. Amendment to Homeowners Association documents
 - e. Trail Easement.
- 13. PUD flexibility is granted to establish the following lot standards for this development:

	75-foot lots (58 homes)	65-foot lots (165 homes)	55-foot lots (51 homes)
Minimum Lot Area	9,000 sq. ft.	7,800 sq. ft.	6,600 sq. ft.
Minimum lot width	75 feet	65 feet	55 feet
Front, From Major Roadways*	60 feet	60 feet	60 feet
Front, From all other streets	25 feet /20 feet side street	25 feet /20 feet side street	25 feet /20 feet side street
Front Porch (≤ 120 square feet)	15 feet	15 feet	15 feet
Side (living)	7.5 feet	7.5 feet	7.5 feet
Side (garage)**	7.5 feet	7.5 feet	7.5 feet
Rear+	30 feet / 20 feet for deck/patios	30 feet / 20 feet for deck/patios	30 feet / 20 feet for deck/patios
Maximum Principal Building Height	35 feet	35 feet	35 feet

*Major Roadways are Principal Arterial, A Minor Reliever, A Minor Expander and A Minor Connector Roadways as shown on the 2030 Roadway Functional Classification map in the 2030 Comprehensive Plan. (reduction from 100 feet to 60 feet per Section 1060.070, Subd.K)

**Minimum separation between structures on adjacent parcels shall be 15 feet.

+Homes on Lots 226-228, 375-380 and 490-501 shall be required to meet the 30-foot rear yard setback for structures, including patios and decks.

- 14. All garages must have a minimum 22-foot wide parking area between the garage and right-of-way that does not overlap into sidewalks, drives or streets.

RESOLUTION NO. 2021-104

15. Mechanical equipment (including air conditioning units) must be located in the side or rear yard.
16. Driveways may not encroach in the drainage and utility easements on the side yards
17. The following items must be completed and approved by the City prior to release of the final plat:
 - a. Woodland areas shown as preserved on the plans must be protected.
 - i. Tree preservation fencing must be shown on the grading plan.
 - ii. Tree protection fencing must be installed on site prior to beginning work.
 - iii. Tree preservation areas must be protected by a permanent conservation easement.
 - iv. The conservation easement boundary must be shown on the grading plan.
 - v. The applicant must submit a new plan sheet that shows tree preservation and disturbed areas (grading, utilities and landscaping etc.).
 - vi. The conservation easement shall be amended as required to address the modified trail alignment in Outlot A.
 - b. Wetland buffers, setbacks and monuments must be shown grading and site plan sheets. The site plan must show the wetland buffers and setbacks with the house pads.
 - c. The wetland buffers monument locations must be revised to comply with City standards.
 - d. Park Dedication for Tavera will be satisfied by dedication of neighborhood park land, off road trail and cash-in-lieu of land for this project. Park dedication will be required at each phase. This phase requires the following:
 - i. The applicant shall provide a final calculation of the net and gross acreage of the trail easement in Outlot A.
 - ii. The developer shall construct all trails and sidewalks shown on the plan, except the on-road trails on County Road 101 and Hackamore Road.
 - iii. The developer shall adjust trail and sidewalk alignment and provide connections as recommended by staff in the June 25, 2020 staff report, which requires the following modifications in this phase:
 1. The sidewalk on Tamarack Lane must be shifted to the east side of the street to avoid conflicts with the trail on the south end of the project. Plans must be revised.
 2. Rather than the mid-block trail crossing from Outlot A to the park, the trail should be shifted east north of the wetland to connect at the intersection of Horseshoe Trail and Tamarack Lane. Plans must be revised.
 3. This may also affect the conservation easement and tree preservation plans.
 - iv. A 20-foot trail easement must be provided for the trail in Outlot A.
 - v. Park dedication shall be the net area of the trail easement and cash-in-lieu for the 46 lots in this phase. The park dedication fees will be calculated only when the developer provides final trail easement calculations.

RESOLUTION NO. 2021-104

- vi. Park dedication shall be subject to park dedication fees in place when the final plat is released for recording.
 - e. The applicant shall provide copies of the final HOA document/covenant amendments for City review and approval. These documents must be recorded with the final plat.
 - f. The stormwater maintenance agreement must be executed.
18. The following items must be addressed prior to issuance of building permits:
- a. The applicant shall provide proof of recording the final plat and related documents at Hennepin County.
 - b. The plans show centralized mailbox locations. These mailbox locations shall be approved by the US Postal Service and proof of the approved locations provided to the City.
 - c. The single family homes must comply with the standards in Section 1040.040, Subd. 8, except as specifically modified by this resolution.
 - d. PUD flexibility is provided to allow the face of the garage to exceed 55% of the building face for the single family homes. In exchange for this flexibility:
 - i. Garage door colors shall be compatible with the building colors.
 - ii. Garage doors shall be architecturally styled (this includes details such as raised panels, accent color, windows, etc.) to match the exterior of the home.
 - iii. The garage must not extend in front of the home (including the front porch) on homes that exceed 55% garage face.
 - e. In exchange for the PUD flexibility for the single family homes:
 - i. A color or texture change shall be provided on all sides of the homes such as but not limited to lap siding changes, band boards, board and batten, or shake or scale textures. Variations to exterior siding textures or colors may be horizontal or vertical.
 - ii. A 4" LP trim on all windows on all elevations.
 - iii. Optional window grids or optional shutters on some homes. The developer shall work with staff to better define this application.
 - f. Building plans must provide elevations with colors, material details and percentages on the elevations to confirm compliance with ordinance standards.
 - g. Trees shall be planted in the right-of-way for the 80-foot and the 60-foot streets (where there is room for the public infrastructure and the trees) but be placed outside of the right-of-way in the 50-foot wide streets.
 - i. Trees must be planted prior to issuance of a certificate of occupancy for the adjacent home.
 - h. No signage is proposed or approved for this phase.

RESOLUTION NO. 2021-104

- i. Section 1050.010 requires a 15-foot wetland buffer structure setback, but allows patios and decks to encroach a maximum of 6 feet into required structure setback.
 - j. 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.
 - i. Wetland signs shall be purchased from the City.
 - ii. The final locations must be inspected and approved by City staff.
 - iii. Monuments and signs shall be installed prior to approval of the building permit.
 - k. The development shall comply with the City's requirements regarding fire access, fire protection and fire flow calculations, the location of fire hydrants, fire department connections and fire lane signage.
 - l. Parking shall be permitted on one side of the local streets and shall be signed in accordance with city standards.
 - m. All utility facilities shall be located underground.
 - n. Barricades and signage indicating future extension shall be installed, consistent with Section 945.010, Subd. 19 of the Subdivision Ordinance.
19. Any request to 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.

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 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-104

Attachment A

Outlot B, TAVERA, according to the recorded plat thereof Hennepin County, Minnesota.

Together with:

The east 16 rods of the north 20 rods of the south 29.8 rods of the Northeast Quarter of the Southeast Quarter of Section 35, Township 119, Range 23, said Hennepin County. Except the east 90.00 feet thereof.

RESOLUTION NO. 2021-105

Motion By:
Seconded By:

APPROVING FINAL PLAT AND DEVELOPMENT CONTRACT FOR “TAVERA 2nd ADDITION” FOR LENNAR (PID 35-119-23-44-0004 and 35-119-23-41-0001) (CITY FILE NO. 21-036)

WHEREAS, US Home Corporation, a Delaware Corporation dba Lennar (“the applicant”) has requested approval of a final plat for “Tavera 2nd Addition” for 46 new residential lots and five outlots on property legally described as:

See Attachment A

FURTHER, that the development contract for said plat shall be completed by city staff and the Mayor and that the City Administrator be authorized to execute the development contract on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED that it should and hereby does approve the request for a final plat for Tavera 1st Addition, subject to the following conditions:

1. A final plat is approved to create 46 lots and five outlots for “Tavera 2nd Addition”, in accordance with the plans and application received by the City on July 20, 2021 and additional information received on August 6, 2021 and August 12, 2021, except as amended by this resolution.
2. Approval is contingent upon City Council approval of the final PUD development plan.
3. The development contract must be executed by the developer and the City and must be filed with the final plat.
4. Development is subject to all conditions of the “Tavera” preliminary plat and preliminary PUD approvals (Resolutions 2020-50 and 2020-51), except as modified by the PUD amendment (Resolution 2021-86).
5. The developer must submit a final plat for each future phase of development. No final approvals are granted at this time for phases of development.
6. Park dedication shall be a combination of land and cash-in-lieu of land as described in Resolution 2021-104.
7. The applicant shall comply with all requirements of the City Engineer’s memo dated August 24, 2021.
8. Drainage and utility easements must be provided over all wetlands, wetland buffers and ponds.

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

RESOLUTION NO. 2021-105

9. 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 signs shall be purchased from the City.
 - b. The final locations must be inspected and approved by City staff.
 - c. Monuments and signs shall be installed prior to approval of the building permit.
10. The applicant must file the final plat at Hennepin County within 2 years of the date of approval or the approval shall expire.
11. The following documents must be approved by the City Attorney and recorded at Hennepin County:
 - a. Stormwater Maintenance Agreement
 - b. Temporary Turnaround Easements
 - c. Trail Easement
 - d. Maintenance and Encroachment agreements for landscaping in the public right-of-way.
 - e. Homeowners association documents
 - f. Conservation easement for tree preservation amendment
12. Record the approving resolutions and associated documents at Hennepin County and provide proof of recording to the City.
13. The applicant shall provide proof of recording the final plat and related documents at Hennepin County.
14. The applicant shall provide the approved preliminary and final plat drawings to the City in an electronic (AutoCAD) format.

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

15. Lot corner monuments shall be installed as required by the Subdivision Ordinance. A financial guarantee shall be required to ensure installation per city requirements.

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. 2021-105

Whereupon, said Resolution is hereby declared adopted on this 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-105

Attachment A

Outlot B, TAVERA, according to the recorded plat thereof Hennepin County, Minnesota.

Together with:

The east 16 rods of the north 20 rods of the south 29.8 rods of the Northeast Quarter of the Southeast Quarter of Section 35, Township 119, Range 23, said Hennepin County. Except the east 90.00 feet thereof.

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

TAVERA 2ND ADDITION

CONTRACT dated _____, 2021, by and between the **CITY OF CORCORAN**, a Minnesota municipal corporation (“City”), and **U.S. HOME CORPORATION, A DELAWARE CORPORATION (DBA LENNAR)** (the “Developer”). This is an amendment to the master Tavera Development Contract dated June 23, 2021.

1. **REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve a plat for Tavera 2nd Addition (referred to in this Contract as the "plat"). The land is situated in the County of Hennepin, State of Minnesota, and is legally described in Exhibit A.
2. **CONDITIONS OF PLAT APPROVAL.** The Developer shall enter into this Contract, furnish the security required by it, and record the plat upon City approval with the County Recorder or Registrar of Titles.
3. **RIGHT TO PROCEED.** Unless separate written approval has been given by the City, within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the plat, development contract and other associated documents have been recorded with the Hennepin County Recorder's Office and proof of recording has been provided to the City, and 4) the City has issued written notice that all conditions have been satisfied and that the Developer may proceed. However, the Developer may be allowed to begin grading the site when items 1, 2 and 4 of the previous sentence have been satisfied.
4. **PHASED DEVELOPMENT.** If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has failed to fulfill all obligations in this Contract and the failure has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park charges and area charges for sewer and water referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. **PRELIMINARY PLAT STATUS.** If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within two (2) years after preliminary plat approval.
6. **CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.
7. **DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. If the plans vary from the written terms of this Contract, the written terms shall control. The plans are:
- Exhibit A – Legal Description
 - Plan A – Final Plat, received July 20, 2021
 - Plan B – Final Grading, Drainage, and Erosion Control Plan, received July 20, 2021
 - Plan C – Final Tree Preservation and Reforestation Plan, received July 20, 2021
 - Plan D – Final Landscape Plan, received July 20, 2021
 - Plan E – Final Utility and Street Construction Plan, received July 20, 2021
 - Plan G – Revised Preliminary Plat, received July 20, 2021
 - Plan H – Phasing Plan, received August 19, 2021
8. **IMPROVEMENTS.** The Developer shall install and pay for all of the following improvements:
- Streets
 - Sanitary Sewer
 - Watermain
 - Surface Water Facilities (pipe, ponds, rain gardens, etc.)
 - Grading and Erosion Control
 - Sidewalks/Trails
 - Street Lighting
 - Underground Utilities
 - Street Signs and Traffic Control Signs
 - Landscaping Required by Section 1060 of the Zoning Ordinance
 - Tree Preservation
 - Wetland Mitigation and Buffers
 - Monuments Required by Minnesota Statutes
 - Miscellaneous Facilities

The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the city engineer or designee. The Developer shall instruct its engineer to provide full-time field inspection personnel in order for the Developer's engineer to be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the

Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer and/or the Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his or her engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall with all parties concerned, including the City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the city engineer or designee. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by the contract. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this contract, for which reimbursement is expected from the City, unless such work is first approved in writing by the city engineer or designee.

The Developer shall be responsible for construction of all improvements in conformance with the approved plans and specs.

- 9. OFF-SITE PUBLIC IMPROVEMENTS.** The City intends to make improvements to County Road 116 at the intersection of the future Horseshoe Trail providing access to the site, improve Hackamore Road, improve existing Horseshoe Trail and Old Settlers Road, extend municipal sanitary sewer to the site and complete stormwater improvements. The public improvements are more fully detailed in the Feasibility Study dated November 21, 2019, prepared by Wenck Associates, Inc. the developer agrees to fund off-site improvements as noted in this agreement. **There are no payments due with Tavera 2nd Addition.**

The following improvements will be funded by the developer with future phases as noted below:

- The City believes that a traffic signal will be required at County Road 116 and Horseshoe Trail. The developer shall be responsible for half of the cost of this signal. The City estimates that the signal will be required when 75% of the lots are platted.
- The developer shall provide a financial guarantee to the City for the cost of the Hackamore Road improvements, including County Road 116 intersection improvements and improvements at the Tavera entrance (estimated at \$2,350,000). The development contract will include \$2,350,000 in the letter of credit. When the City bids the project, the City will reduce the letter of credit by \$2,350,000 and require the developer to provide cash escrow based on the final bid amount. If the City of Medina or Hennepin County financially participates in the project, the financial guarantee from the developer would be offset by these other funds. The financial guarantee shall be provided when 50% of the lots south of Horseshoe Trail are platted or the Hackamore Road connection is made, whichever occurs first.
- The developer shall provide a financial guarantee to the City for the cost to shape and pave Old Settlers Road and Horseshoe Trail (estimated at \$375,000). The development contract will include \$375,000 in the letter of credit. When the City bids the project, the City will

reduce the letter of credit by \$375,000 and require the developer to provide cash escrow based on the final bid amount. The financial guarantee shall be provided when 75% of the lots north of Horseshoe Trail are platted or the Horseshoe Trail connection is made, whichever occurs first.

- The developer shall provide a financial guarantee for the Horseshoe Trail west watermain loop (estimated at \$225,000). The development contract will include \$225,000 in the letter of credit. When the City bids the project, the City will reduce the letter of credit by \$225,000 and require the developer to provide cash escrow based on the final bid amount. The financial guarantee shall be provided when 75% of the lots north of Horseshoe Trail are platted or the Horseshoe Trail connection is made, whichever occurs first. The final route shall be determined by the City.
 - The current plan (Plan G) eliminates the need for watermain looping along Hackamore Road as originally anticipated in the EAW/feasibility study.
 - The developer shall provide a financial guarantee to the City for the cost of the FEMA Map Amendment for the northeast part of the site (estimated at \$25,000). The development contract will include \$25,000 in the letter of credit. When 100% of the lots south of Horseshoe Trail are platted, the City will reduce the letter of credit by \$25,000 and require the developer to provide cash escrow based on the updated engineering estimate for the FEMA process and due with the final plat for that phase.
 - The developer shall provide a financial guarantee to the City for the cost of the FEMA Map Amendment for the northwest part of the site (estimated at \$25,000). The development contract will include \$25,000 in the letter of credit. When 100% of the lots north of Horseshoe Trail are platted, the City will reduce the letter of credit by \$25,000 and require the developer to provide cash escrow based on the updated engineering estimate for the FEMA process and due with the final plat for that phase.
- a. The developer agrees to pay the City the cost of these improvements as outlined above. The City will notify the developer of required reimbursement under this paragraph for design and construction of such improvements. The costs to be reimbursed include the actual cost to the City for construction of the improvements plus the allocation of the engineering, legal, administrative and other similar costs of the project based on the relative construction costs of the improvements. The developer reserves the right to be refunded for any unused portion of the estimated cost versus the actual cost of each improvement.

10. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 8 above.

11. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to:

- *Hennepin County for County Road Access and Work in County Rights-of-Way*
- *Minnesota Department of Health for Watermains/Wells*

- *NPDES Permits*
- *MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal*
- *Hennepin County for Septic System Permits and/or Abandonment*
- *DNR for Dewatering and Work in Protected Waters*
- *City of Corcoran for Building Permits and Building Demolition*
- *Watershed Permits*

12. **TIME OF PERFORMANCE.** The Developer shall install all required public improvements in this phase by **October 31, 2022**, with the exception of the final wear course of asphalt on streets. The City will not accept new public streets in the 2nd Addition until 80% of the homes in the 2nd Addition have received a certificate of occupancy and the streets have weathered a full winter season. Final wear course placement outside of this time frame must have the written approval of the City Engineer. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
13. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.
14. **CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via **Horseshoe Trail at County Road 116**. The City Engineer may allow access to Hackamore Road for limited access. No construction traffic is permitted on other adjacent local streets.
15. **GRADING PLAN.** The plat shall be graded in accordance with the approved grading drainage and erosion control plan, Plan "B". The plan shall conform to City of Corcoran Engineering Design Standards.
16. **EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements if they would be beneficial. All erosion control shall comply with Section 950 (Erosion Control) of the Corcoran City Code and the Corcoran Engineering Design Standards. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.
17. **STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on the same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation.

18. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract and acceptance of the work by the City, the improvements lying within public easements or right-of-way shall become City property. Prior to acceptance of the improvements by the City, the Developer must furnish the following affidavits:

- Contractor's Certificate
- Engineer's Certificate
- Land Surveyor's Certificate

19. PARK DEDICATION. The Developer shall dedicate to the City the park as shown on the preliminary plat. The Developer shall also dedicate to the City the trail easements identified on the preliminary plat, except as modified by the approving resolutions and construct all trails as shown on the plans. The developer shall construct the bituminous trails in the subdivision and shall work with the city on the final location within the public park. No credit shall be given for trail construction. Credit shall be given for the net area of the park land and trail easement area. The remainder of the required park dedication shall be satisfied with cash-in-lieu of land. Park dedication shall be obtained based on the phase being platted.

Tavera 2nd Addition will dedicate the trail easement in Outlot A, Tavera 2nd Addition. Prior to release of the final plat, the Developer shall satisfy the park dedication requirements by dedication of the net area of the trail easement and a cash contribution of \$152,924.00 (46 lots x \$4,628.00). The charge was calculated in accordance with Section 955 of the City's Subdivision Ordinance.

20. WATERMAIN / STORAGE TRUNK LINE AREA CHARGE (TLAC). This plat is subject to a watermain/storage trunk line area charge (TLAC). The charge is calculated as follows: 20.36 net acres (based on pre-developable area) \$7,475.00 per acre = **\$152,191.00**. Future phases shall be cash with the final plat for each future phase subject to the then-current rates.

21. WATER CONNECTION CHARGE. This plat is subject to a water connection charge calculated as follows: 46 units x \$1,219.00 per unit = **\$56,074.00**. The fees shall be paid at the time of building permit. Future development shall be cash at the time of issuance of each building permit at the then-current rates.

The developer will be responsible for payment of the then-current water connection charge set by the City of Maple Grove.

22. SANITARY SEWER TRUNK LINE AREA CHARGE (TLAC). This plat is subject to a sanitary sewer trunk line area charge (TLAC). The charge is calculated as follows: The charge is calculated as follows: 20.36 net acres (based on pre-developable area) x \$7,189.00 per acre = **\$146,368.04**. Future phases shall be cash with the final plat for each future phase subject to the then-current rates.

The developer will also be responsible for payment of the then-current SAC fee set by the Metropolitan Council.

23. SANITARY SEWER CONNECTION CHARGE. This plat is subject to a sanitary sewer connection charge calculated as follows: 46 units x \$1,219.00 per unit = **\$56,074.00**. The fees shall be paid at the time of building permit. Future development shall be cash at the time of issuance of each building permit at the then-current rates.

24. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

- A. Curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any certificate of occupancy, except two model homes on lots acceptable to the City Planner may be issued a certificate of occupancy if needed for the Parade of Homes.
- B. The Developer shall comply with the City of Corcoran Engineering Design Standards.
- C. Prior to issuance of building permits, wetland buffer monuments shall be placed in accordance with the City's zoning ordinance. Specifications for the monuments are available from the City Planner.
- D. Failure to fulfill any of the terms of this Contract by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits, including lots sold to third parties, and the halting of all work in the plat.
- E. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties. No sewer and water connection permits may be issued until the streets needed for access have been paved with a bituminous surface and the utilities are tested and approved by the City Engineer.

25. STREET REGULATORY SIGNS/TRAFFIC CONTROL SIGNS. Street name signs shall be installed by the Developer in accordance with the City of Corcoran Engineering Design Standards.

The Developer shall install traffic control signs in accordance with the plan approved by the City Engineer and Minnesota Manual on Uniform Traffic Control Devices. All signs must be installed prior to final building inspection approval or earlier if necessary as determined by the City Engineer.

26. STREET LIGHT INSTALLATION AND OPERATION COSTS. The developer shall pay for and install all street lights. The street light shall be of a design approved by the City. The developer shall be responsible for street light operation and maintenance costs until such time as the City accepts the public street where the streetlights are located. After the acceptance the City shall be responsible for all costs, subject to the street lighting policy. The costs of operation are dependent upon the operation costs for Wright Hennepin Electric under contract franchise with the City of Corcoran.

27. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat. The City may require Developer to post funds in an escrow account, at its discretion. In the event the cash escrow amount is insufficient, Developer shall post additional escrow funds as determined by the City Planner within ten (10) days of written demand. Failure to make

payment of the additional escrow amount shall permit the City to supplement those amounts from any other sureties posted by Developer.

- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

28. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

- A. Compliance with the conditions of the original approvals (Resolution 2020-50 and Resolution 2020-51), including the PUD Final Development Plan (Resolution 2021-104) and Final Plat approval (Resolution 2021-105).
- B. Before the City signs the final plat, the developer shall convey the required trail easement to the City in a form satisfactory to the City
- C. The Developer shall install a temporary turnaround on the *south* end of **Tamarack Lane** until it is extended to the south with the adjacent phase of the **Tavera** development. Before the City signs the final plat, the Developer shall furnish the City an appropriately executed temporary turnaround easement, in recordable form.
- D. The Developer shall post a **\$4,600.00** security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: **46 lots** at \$100.00 per lot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.
- E. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs.

- F. The Developer shall include the “City of Corcoran’s Standard Detail Specifications” (all applicable sections) in the contract documents of their improvement project.

29. MISCELLANEOUS.

- A. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it. Notwithstanding anything herein to the contrary, in conjunction with a sale of the entire land, the Developer may, without the consent of the City, assign this Contract to a limited liability company or other entity in which the Developer or an affiliate thereof has a controlling membership or other controlling ownership interest, provided that such assignee assumes in writing the obligations of Developer under this Contract.
- B. Certain retaining walls will require a Building Permit. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- C. Appropriate legal documents including, but not limited to, those regarding Homeowner Association documents, conservation easements, covenants and restrictions, as approved by the City Attorney, shall be filed with the Final Plat.
- D. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance. The insurance shall be primary and non-contributory as to any policy maintained by the City.
- E. Third parties shall have no recourse against the City under this Contract.
- F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties

and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

- H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for failure to fulfill any of the foregoing covenants.
- I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- J. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

30. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than 48 hours in advance. This contract is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

31. WARRANTY/PERFORMANCE GUARANTEE. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either 1) a warranty/maintenance bond for 100% of the cost of the improvement, or 2) a letter of credit or performance bond for twenty-five percent (25%) of the amount of the original cost of the improvements.

- A. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the work.
- B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be subject to one (1) year from the date of final written acceptance, unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the subdivider shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails,

material and equipment for a period of two (2) years from the date of final written City acceptance of the work.

- C. The required warranty period for sod, trees, and landscaping is one full growing season following installation. Following construction, a certification signed by the design landscape architect shall be filed with the City evidencing that the sod, trees, and landscaping was installed in accordance with the approved plans and specifications.

32. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this contract, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a letter of credit, in a form acceptable to the City, from a bank, cash escrow or a combination cash escrow and Letter of Credit ("security") for **\$1,972,756.03**, which represents 100 percent of the estimated cost of the Improvements. The letter of credit shall include an automatic renewal clause.

The letter of credit shall guarantee to the City the construction and satisfactory completion of all items to be completed by the developer; that the letter of credit shall be reduced from time to time as work is performed and accepted in a satisfactory manner; that the city engineer may reduce the letter of credit to the amount reasonably estimated by the City engineer to be necessary to cover the remaining construction obligations; however, the letter of credit shall not be reduced below the amount estimated by the City to cover all obligations of development including payment of costs and expenses incurred by the City for legal, engineering, planning and any other costs until a maintenance bond for period of one year, satisfactory to the city attorney and the city engineer has been provided by the developer or its subcontractor.

The amount of the security was calculated as follows:

**ESTIMATED
COSTS**

ITEM	City Project No. _____(1)	Developer Installed (2)	Private (3)	Total
Street Construction*				
Sanitary Sewer System		\$393,710.50		\$393,710.50
Watermain System		\$235,281.00		\$235,281.00
Storm Sewer System		\$511,642.50		\$511,642.50
Boulevard and Drainage Swale Sod				
Pond Construction				
Rain Garden				
Street and Traffic Control Signs		\$654,491.95		\$654,491.95
Sidewalk Improvements				
Trail Improvements				
Landscaping		\$31,500.00		\$31,500.00
Street Lighting				
Site Grading & Drainage Imp.**				
Setting Iron Monuments		\$4,600.00		\$4,600.00
Tree Preservation and Reforestation				
Wetland Buffer Monuments*				
SUB-TOTAL:		\$1,831,225.95		\$1,831,225.95
Design, Admin, Insp, As-Built (8%)		\$146,498.08		\$146,498.08
Total:		\$1,977,724.03		\$1,977,724.03
Total Project Cost	\$1,977,724.03			

- (1) Public Improvement/City Project. City to own and maintain after development complete.
- (2) Developer Installed Public Improvements. City to own and maintain after development complete.
- (3) Private - Property owner and/or property owners' association to maintain after development completed.

*Street Construction includes costs for wetland signs, sidewalk and trail improvements

**Note: If a grading permit was issued and the financial guarantee released and/or expired, these monies may be used for the required maintenance of the erosion and sediment control plan.

33. This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, without notice, for any violation of the terms of this contract or if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least 30 days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the city engineer or designee that work has been completed and financial obligations to the City have been satisfied, with city engineer or designee approval the security may be reduced from time to time by 75% of the financial obligations that have been satisfied. Twenty-five percent (25%) of the amounts certified by the

Developer's engineer shall be retained as security until: (1) all improvements have been completed; (2) iron monuments for lot corners have been installed; (3) all financial obligations to the City satisfied; (4) the required "record" plans have been received by the City; (5) a warranty security is provided; and (6) the public improvements are accepted by the City.

34. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval:

Water Supply Trunk line area charge (TLAC)	\$	<i>152,191.00</i>
Sanitary Sewer Trunk line area charge (TLAC)		<i>146,368.04</i>
Park Dedication		<i>152,924.00</i>
Engineering Escrow		<i>50,000.00</i>
TOTAL CASH REQUIREMENTS LEVIED:	\$	<i>400,594.72</i>

35. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address:

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Corcoran City Hall, 8200 County Road 116, Corcoran, MN 55340.

The Developer shall notify the City within five (5) days of change of address.

CITY OF CORCORAN:

BY: _____
Tom McKee, Mayor

(SEAL)

AND _____
Brad Martens, City Administrator

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Tom McKee and by Brad Martens, the mayor and city administrator of the City of Corcoran, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER:

By: _____

Its: _____

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of _____ on its behalf.

NOTARY PUBLIC

DRAFTED BY: CITY OF CORCORAN
8200 County Road 116
Corcoran, MN 55340

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this ____ day of _____, 2____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2____, by
_____.

NOTARY PUBLIC

DRAFTED BY: CITY OF CORCORAN
8200 County Road 116
Corcoran, MN 55340

**MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this ____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2_____,
by _____.

NOTARY PUBLIC

DRAFTED BY: CITY OF CORCORAN
8200 County Road 116
Corcoran, MN 55340

**CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which/who has a contract purchaser's interest in all or part of the subject property, the development of which is governed by the foregoing Development Contract, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property in which there is a contract purchaser's interest.

Dated this ____ day of _____, 2_____.

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2_____,
by _____.

NOTARY PUBLIC

DRAFTED BY: CITY OF CORCORAN
8200 County Road 116
Corcoran, MN 55340

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as Tavera 2nd Addition:

Outlot B, TAVERA, according to the recorded plat thereof Hennepin County, Minnesota.

Together with:

The east 16 rods of the north 20 rods of the south 29.8 rods of the Northeast Quarter of the Southeast Quarter of Section 35, Township 119, Range 23, said Hennepin County. Except the east 90.00 feet thereof.

To: Kevin Mattson, City of Corcoran

From: Kent Torve, City Engineer
Steve Hegland, PE

Project: Tavera 2nd Addition

Date: August 24, 2021

Exhibits:

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

- Tavera Phase I Grading Plan, Rev 07/16/2021
- Tavera PUD & Master Utility Plan Set, Rev 07/16/2021
- Tavera 2nd Addition Utility Plan, Rev 07/16/2021
- Tavera Phase 1 Storm Water Management Plan. Rev 05/27/2021

Comments:General:

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 addition planning, zoning, land-use, and other applicable codes of the City of Corcoran.

Plat:

1. The applicant shall have all drainage and utility easements provided and shown and all platting requirements met per the City Code. Drainage and utility easements (5' – 10') shall be provided along property lines, as standard per City requirements.
2. Trail easement shall be provided over all trail segments outside of the right of way.

Erosion Control/SWPPP

1. Preparation of and compliance with a SWPPP shall be required for construction.
2. Any slopes 4:1 or greater shall have erosion control blanket installed.
3. Provide erosion control BMPs, including perimeter control and stabilization, along length of proposed western most trail disturbance. The trail is directly adjacent to a wetland.

Transportation

1. All 28' roads shall be signed no parking on one side of the roadway with no parking signs required within all cul-de-sacs.
2. Cul-de-sac/eyebrow on 64th Ave to be 28' F-F.

January 27, 2021

Development Name

Kevin Mattson

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3. Install concrete valley gutter at east cul-de-sac entrance on 64th Ave to drain to low point. It appears the south curb line should drain west to match northern curb line.
4. Bituminous trails to remain outside of wetland buffers

Site Plans

1. The existing and proposed drainage and utility easements shown shall be clearly labeled on all plan drawings. The wetland buffer zones shall also be clearly identified and labeled.
2. Street lighting and sign locations shall be reviewed by public safety.
 - o Provide no parking sign in cul-de-sac

Grading /Stormwater

1. The wetland buffer zones and wetland buffer signage shall be reviewed by city planning.
2. All pedestrian ramps shall be ADA compliant and detailed designs shall be provided for all landings showing elevations in compliance with those requirements.
 - o Provide spot elevations and slopes of ADA ramps in intersection details.
3. Easements shall be provided over all storm sewer pipes. Easements shall be shown on the utility plan to ensure they are adequate.
4. Label clearly on plans EOF's for all areas where water will be collected including all low areas in roadways and greenspaces.
5. All drainage swales shall maintain a minimum of 2% slope and all slope should be 4:1 or flatter unless approved by the city engineer.
6. All walls higher than 4' shall be designed by a certified engineer and the design and certification of those walls shall be provided to the city.
7. Remove riprap from upstream flared end sections.
8. Remove comment to fill sump to invert on OCS details sheet 4.00
9. Sump connections for lots 9-12 block 1 shall tie into storm structure. Shall not be directly daylighted to wetland.
10. OCS -L and OCS-180 appear to have rim elevations above finished grade.
11. Sumps will be required in all storm structures with drops in of 18" or greater as well as the last accessible structures prior to stormwater basins. Add sumps or adjust pipe slopes on the following structures:
 - o CBMH-3010
 - o STMH-1803
 - o STMH-0
12. Revise trail grading to have vertical curves, eliminate grade breaks.
13. Bituminous trail to be 1' above HWL of adjacent wetlands
14. Revise the culvert EOF elevation label (979.3) on the Grading Plan between wetlands I and L1 to correspond with the model indicated EOF elevation of 980.6. Additionally, relocate the annotation arrow to reference the western most pipe, which aligns with the 2nd Addition Utility Plan.
15. Revise Final PUD or Phase 1 Grading Plan and 2nd Addition Utility to include or exclude the proposed pipes under the westernmost trail. The Final PUD includes proposed pipes under the trail, but the Phase I Grading Plan and 2nd Addition Utility Plan do not.
16. Revise the following stormwater conveyance structures in SWMM or Final PUD to be consistent:

January 27, 2021

Development Name

Kevin Mattson

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- Wetland P
 - Link 26: Conduit 1 (U/S)
 - EOF elevation on Grading Plan (982.8) does not match U/S elevation of overland channel in the model (983.2).

Watermain/Sanitary Sewer

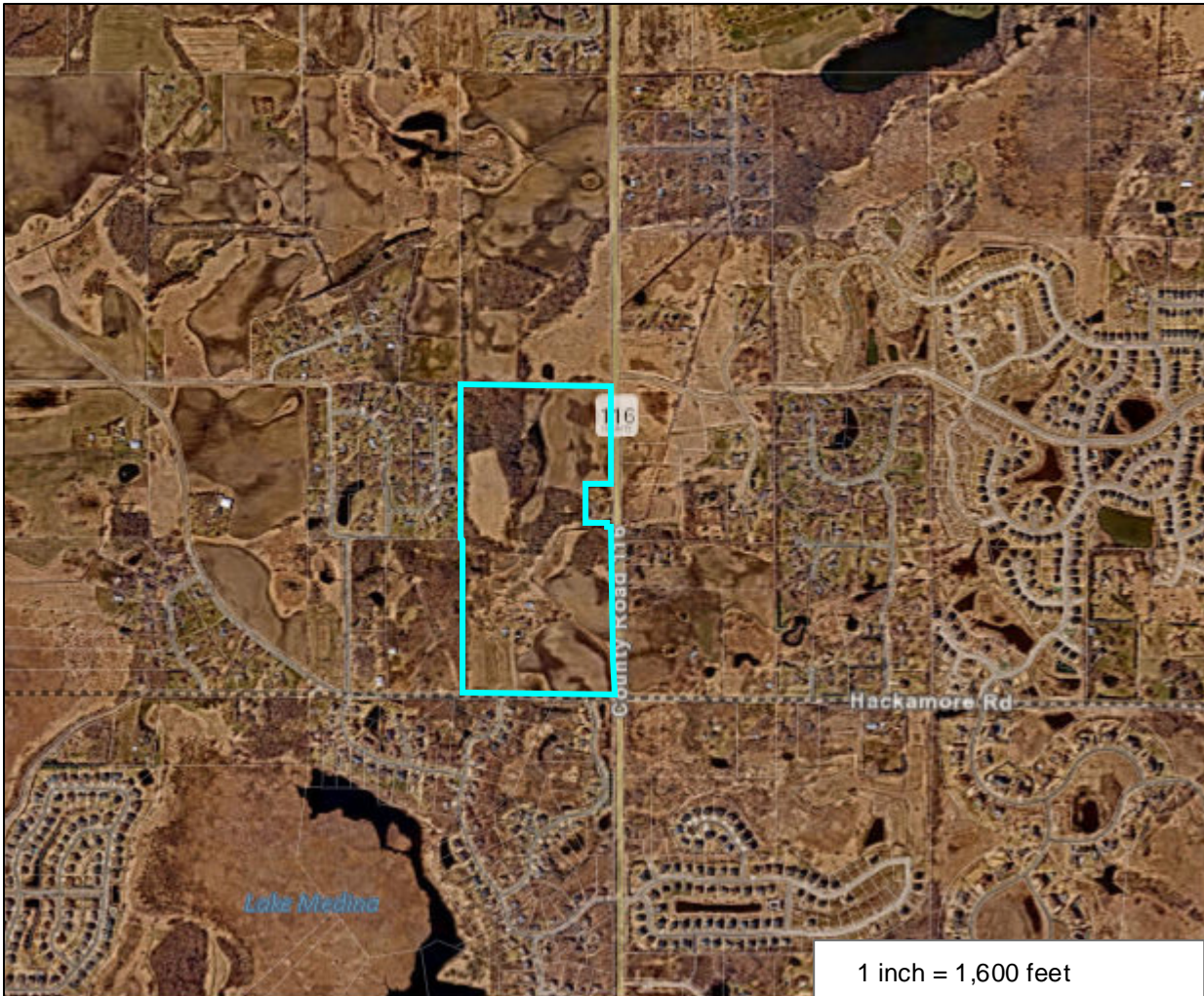
1. Revise general notes to read risers to be DIP to transition bend, schedule 40 PVC to connection.
2. Hydrant spacing to be reviewed by public safety.
 - a. Revise hydrant spacing to have sufficient coverage on 64th Avenue

End of Comments



Hennepin County Property Map

Date: 3/2/2021



PARCEL ID: 3511923440001

OWNER NAME: Sharon E Wessel

PARCEL ADDRESS: 20020 Hackamore Rd, Corcoran MN 55340

PARCEL AREA: 75.99 acres, 3,310,285 sq ft

A-T-B: Abstract

SALE PRICE:

SALE DATA:

SALE CODE:

ASSESSED 2019, PAYABLE 2020

PROPERTY TYPE: Farm

HOMESTEAD: Homestead

MARKET VALUE: \$605,300

TAX TOTAL: \$4,882.02

ASSESSED 2020, PAYABLE 2021

PROPERTY TYPE: Farm

HOMESTEAD: Homestead

MARKET VALUE: \$617,800

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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LENNAR®

July 20, 2021

Kendra Lindahl, AICP
City Planner
City of Corcoran
8200 County Road 116
Corcoran MN 55340



RE: Tavera Final Plat & Final PUD

Dear Kendra:

Lennar is pleased to submit this final plat and PUD application package for the 2nd Addition Final Plat & PUD of Tavera. This addition consists of 46 single family detached homesites with associated improvement plans for utilities and streets. This portion of the community has already been graded. A final landscape plan is also included that is in conformance with the preliminary approvals from June of 2020. With this submittal, we anticipate being on the September 23rd Council meeting and being able to install utilities and streets this fall.

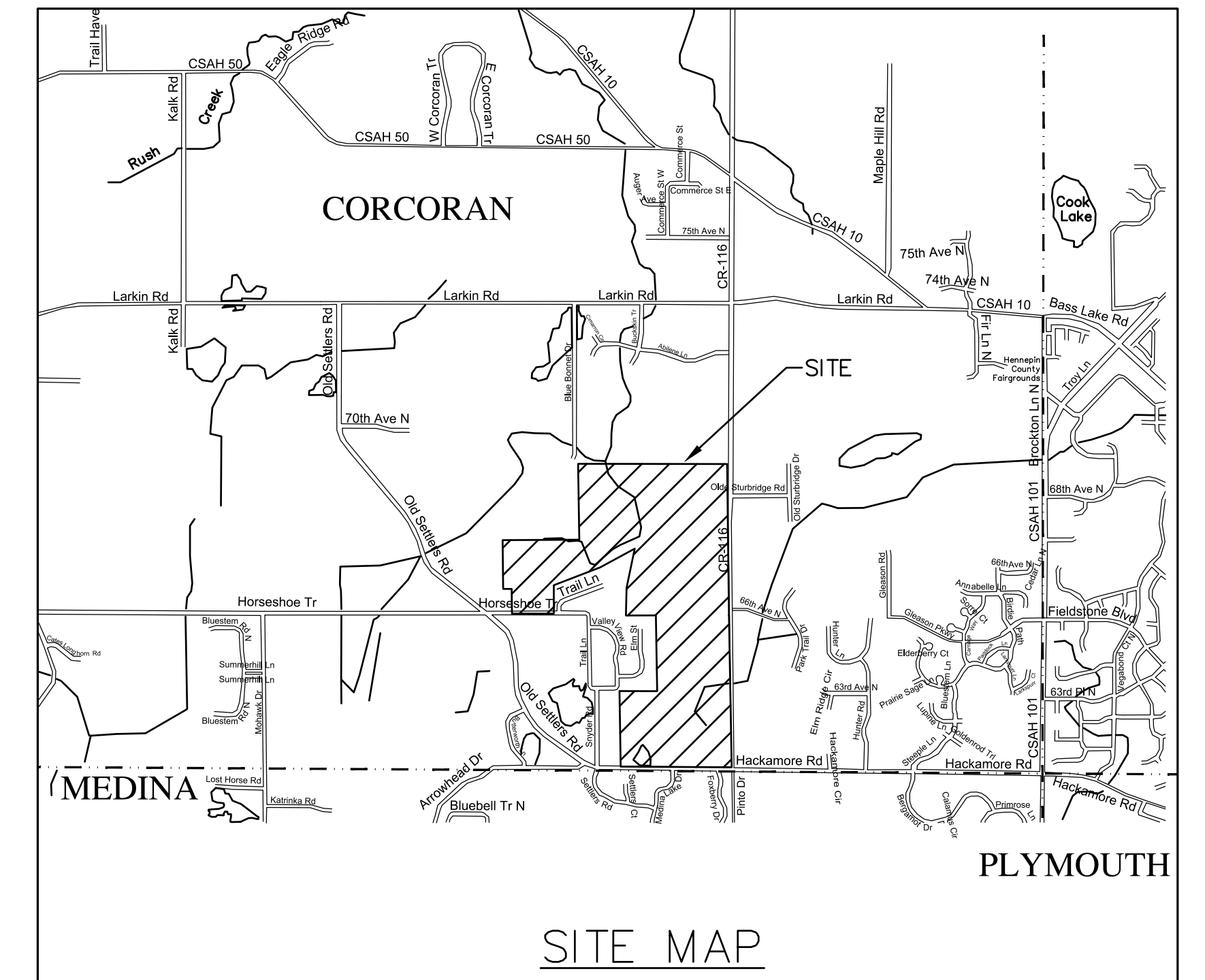
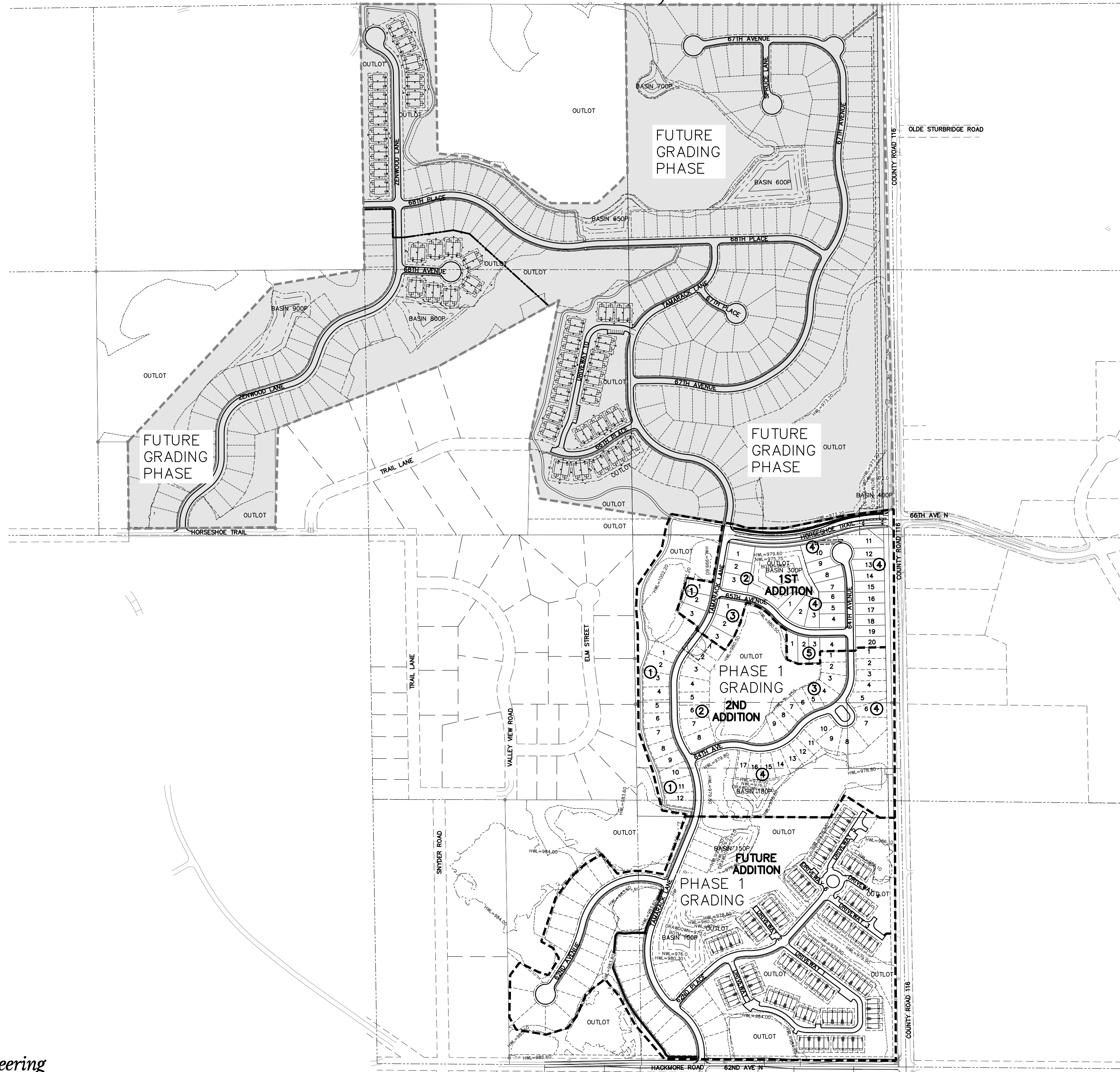
Please contact me with questions as staff continues its review.

Thank you,

A handwritten signature in blue ink that reads "Paul J. Tabone" followed by a long horizontal flourish.

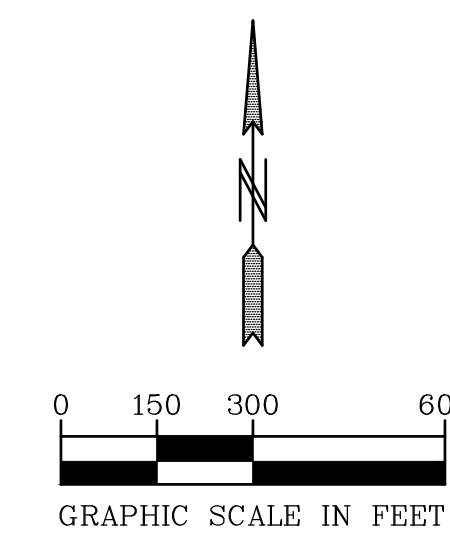
Paul J. Tabone
Land Entitlement Mgr
Lennar Minnesota

TAVERA PUD & MASTER UTILITY PLAN SET CORCORAN, MINNESOTA



SHEET INDEX

- 0.01 COVER SHEET
- 0.02 LEGEND SHEET
- 1.01-1.02 EXISTING CONDITIONS
- 2.01-2.06 PRELIMINARY PLAT
- 3.01-3.02 SITE PLAN
- 4.01-4.02 WETLAND IMPACT
- 5.01-5.06 WETLAND BUFFER PLAN
- 6.01-6.06 OVERALL SANITARY & WATERMAIN PLAN
- 7.01-7.03 OVERALL STORM SEWER PLAN - SOUTH



Know what's below.
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01-ENG-19128-SHEET-COVR-PUD

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(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan 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.

Name: *Paul J. Cheme*
Reg. No.: 19860
Date: 9-11-2020

Revisions:
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5. 05-27-2021 City Comments
6. 06-11-2021 City Comments
7. 07-16-2021 2nd Addition

Date: 9-11-2020
Designed: PIC/BNM
Drawn: MPC

COVER SHEET

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

TAVERA
CORCORAN, MINNESOTA

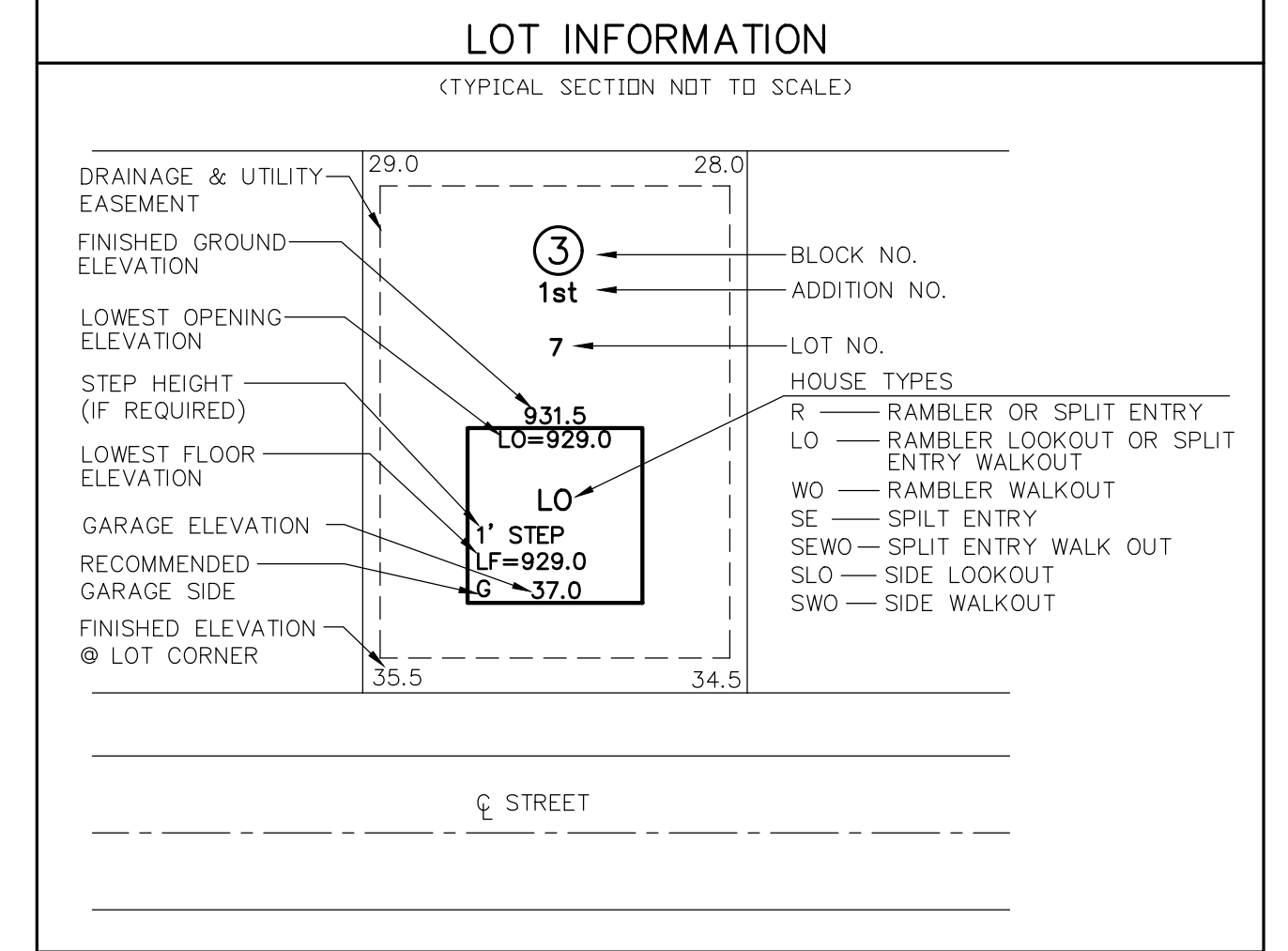
0.01 OF 30

LEGEND			
<p>EXISTING</p>	<p>PROPOSED</p>	<p>FUTURE</p>	<p>DESCRIPTION</p> <p>SANITARY MANHOLE SANITARY SEWER (SANITARY & WATERMAIN PLANS) SANITARY SEWER (STORM SEWER PLANS) FORCE MAIN HYDRANT GATE VALVE REDUCER CURB STOP WATERMAIN (SANITARY & WATERMAIN PLANS) WATERMAIN (STORM SEWER PLANS) CATCH BASIN BEEHIVE STORM MANHOLE FLARED END SECTION CONTROL STRUCTURE STORM SEWER (SANITARY & WATERMAIN PLANS) STORM SEWER (STORM SEWER PLANS) CULVERT PERFORATED DRAINTILE SOLID DRAINTILE SERVICE CASING UNDERGROUND ELECTRIC LINE UNDERGROUND FIBER OPTIC LINE UNDERGROUND GAS PIPELINE UNDERGROUND PETROLEUM PIPELINE UNDERGROUND TELEPHONE LINES UNDERGROUND TELEVISION LINE OVERHEAD UTILITY LINES</p>
<p>EXISTING</p>	<p>PROPOSED</p>	<p>FUTURE</p>	<p>DESCRIPTION</p> <p>SURMOUNTABLE CURB & GUTTER B-STYLE CURB & GUTTER RIBBON CURB & GUTTER EDGE OF BITUMINOUS YELLOW PAVEMENT STRIPING (SINGLE/DOUBLE) WHITE PAVEMENT STRIPING (SINGLE/DOUBLE) PHASE LINE CENTERLINE 2' CONTOUR LINE 10' CONTOUR LINE BASIN OUTLET LINE BASIN HIGH WATER LINE PROPOSED SPOT ELEVATION EMERGENCY OVERFLOW DRAINAGE FLOW ARROW DELINEATED / PROPOSED WETLAND LINE WETLAND BUFFER WETLAND SETBACK TREE LINE FEMA FLOODPLAIN BOUNDARY RETAINING WALL FENCE (BARBED WIRE) FENCE (CHAIN LINK) FENCE (WOOD) CONSERVATION AREA SIGN WETLAND BUFFER SIGN TYPE III BARRICADE LIGHT POLE STREET SIGNS PEDESTRIAN RAMP</p>
<p>EXISTING</p>	<p>PROPOSED</p>	<p>FUTURE</p>	<p>DESCRIPTION</p> <p>BOUNDARY RIGHT OF WAY LOT LINE EASEMENT SET BACK LINE SECTION LINE RESTRICTED ACCESS</p>
HATCH PATTERNS			
	GRAVEL SURFACE		WETLAND
	BITUMINOUS SURFACE		WETLAND UPLAND BUFFER
	CONCRETE SURFACE		WETLAND MITIGATION
	RIP RAP		PERMANENT TURF RESTORATION
	SELECT BACKFILL MATERIAL		PERMANENT WET BASIN SEEDING
	EROSION CONTROL BLANKET MNDOT CATEGORY PER PLAN		UPLAND/NATURAL AREA SEEDING

TOPOGRAPHIC SYMBOLS	
	CATCH BASIN
	CATCH BASIN BEEHIVE
	FLARED END SECTION
	GATE VALVE
	HYDRANT
	WATER SERVICE
	WATER WELL
	MONITORING WELL
	CLEANOUT
	HAND HOLE
	MANHOLE OTHER THAN SANITARY OR STORM
	SANITARY OR STORM MANHOLE
	LAWN SPRINKLER VALVE
	LAWN SPRINKLER HEAD
	UTILITY POLE
	TRANSFORMER BOX
	FIBER OPTIC BOX
	ELECTRIC BOX
	NATURAL GAS METER
	LIGHT POLE
	SEMAPHORE
	TELEPHONE BOX
	CABLE BOX
	CAST IRON MONUMENT
	FOUND IRON PIPE
	JUDICIAL LAND MARK
	PK NAIL
	CONTROL POINT
	SPIKE
	FLAG POLE
	TEST HOLE
	MAILBOX
	SIGN
	BOLLARD
	CONSERVATION POST
	DECIDUOUS TREE
	CONIFEROUS TREE
	SHRUB / BUSH

EROSION & SEDIMENT CONTROL	
	ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING
	PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING
	SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.
	EROSION CONTROL AT BACK OF CURB. TO BE INSTALLED AFTER COMPLETION OF CURB CONSTRUCTION.
	SUMPED RIP RAP PERMANENT ENERGY DISSIPATER, INSTALL WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
	STABILIZED EMERGENCY OVERFLOW (FLEXAMAT-SEE SHEET 23)
	MNDOT CAT 3 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION
	CATCH BASIN INLET PROTECTION TO BE INSTALLED BEFORE GRADING BEGINS.
	CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF BITUMINOUS.
	CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
	STRAW BIO ROLLS. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
	ROCK DITCH CHECK. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
	TREE FENCE

ABBREVIATIONS	
A	ALGEBRAIC DIFFERENCE
B-B	BACK TO BACK
BV	BUTTERFLY VALVE
BOC	BACK OF CURB
BFE	BASE FLOOD ELEVATION
BMP	BEST MANAGEMENT PRACTICE
CL	CENTER LINE
CB	CATCHBASIN
CBMH	CATCHBASIN MANHOLE
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CS	CURB STOP
DIP	DUCTILE IRON PIPE
DT	DRAINTILE
EL/ELEV	ELEVATION
EOF	EMERGENCY OVERFLOW
EX	EXISTING
FES	FLARED END SECTION
F-F	FACE TO FACE
FM	FORCEMAIN
GB	GRADE BREAK
GND	GROUND
GV	GATE VALVE
HP	HIGH POINT
HYD	HYDRANT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
L	LENGTH
LF	LOWEST FLOOR
LO	LOOKOUT
LO	LOWEST OPENING
LP	LIQUID PETROLEUM
LP	LOW POINT
MH	MANHOLE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
P	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PVT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
R	RAMBLER
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SSWR	SANITARY SEWER
STA	STATION
STRM	STORM SEWER
SWPPP	STORM WATER POLLUTION PROTECTION PLAN
TNH	TOP NUT HYDRANT
TYP	TYPICAL
WM	WATER MAIN
WO	WALKOUT



PROPOSED LEGAL FOR PRELIMINARY PLAT PURPOSES ONLY.

East 1/2 of the Southwest Quarter of the Southeast Quarter, Section 35, Township 119, Range 23, Hennepin County, Minnesota.

Together with:

Lot 10, Block 1, Meadow Trails, Hennepin County, Minnesota.

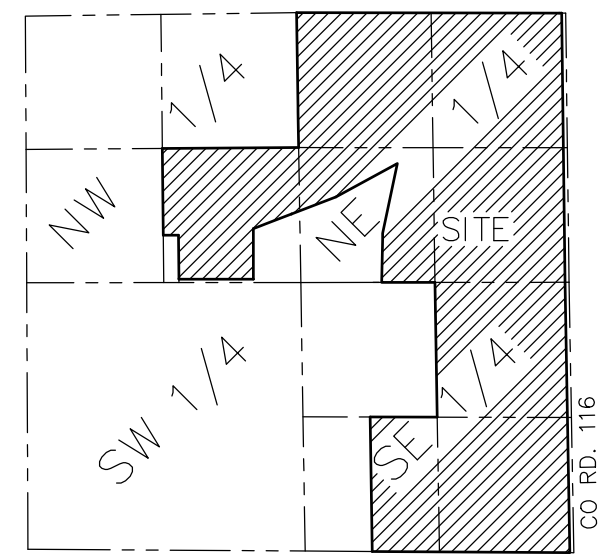
Together with:

The East 1/2 of the Northeast Quarter except that part which lies East of a line parallel with and distant 40 feet West of the East line, Section 35, Township 119, Range 23, Hennepin County, Minnesota.

Together with:

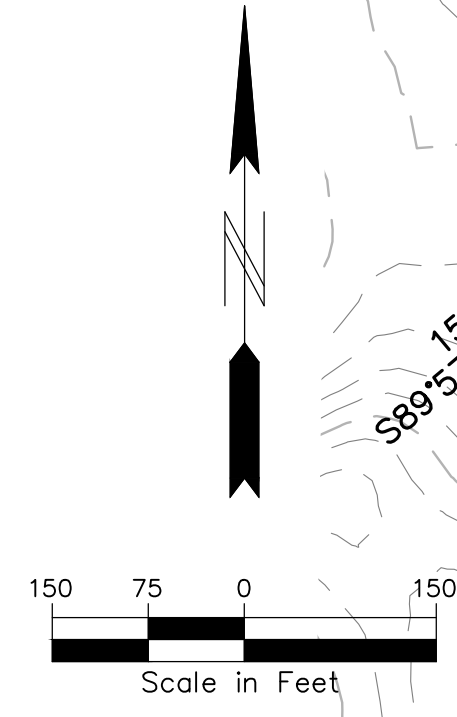
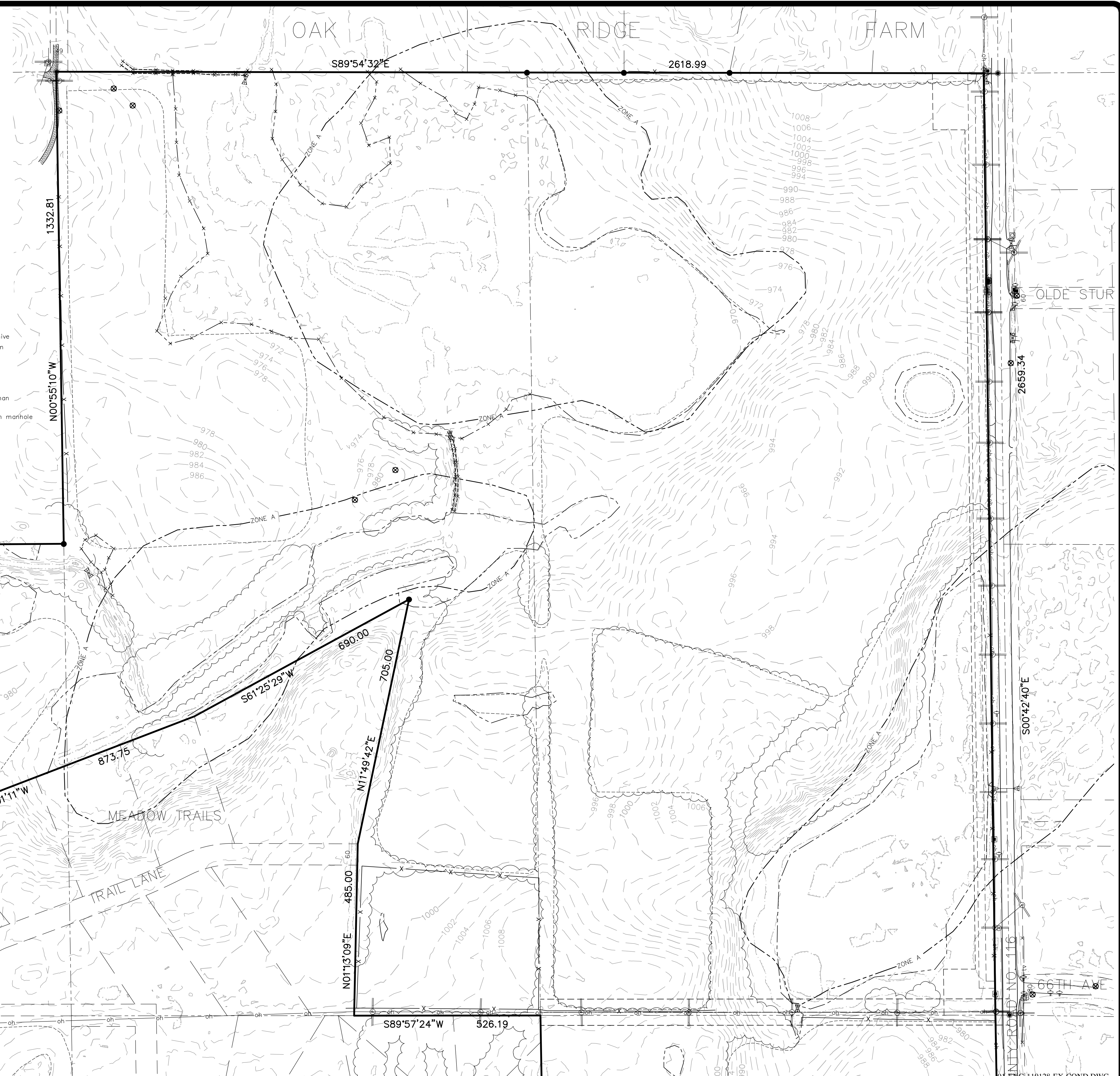
The East 1/2 of the Southeast 1/4 of Section 35, Township 119, Range 23, Hennepin County, Minnesota. EXCEPT:

All that part of the following described tract: Southeast 1/4 of the Southeast 1/4 and the South 9 8/10 rods of Northeast 1/4 of Southeast 1/4 also that part of North 20 rods of South 29 8/10 rods of the Northeast 1/4 of Southeast 1/4 lying West of East 18 rods thereof and that part of the Northeast 1/4 of Southeast 1/4 lying North of South 29 8/10 rods thereof, all lying in Section 35, Township 119 North, Range 23 West, except roads; which lies East of a line parallel with and distant 40 feet West of the East line of said section.



SECTION 35, TWP. 119 RGE. 23
LOCATION MAP
NO SCALE

- LEGEND**
- Denotes concrete
 - Denotes gravel
 - Denotes bituminous
 - Denotes riprap
 - Denotes field edge
 - Denotes tree line
 - Denotes storm sewer line
 - Denotes sanitary sewer line
 - Denotes water line
 - Denotes overhead utility lines
 - Denotes underground television line
 - Denotes underground telephone line
 - Denotes underground fiber optic line
 - Denotes underground electric line
 - Denotes underground gas line
 - Denotes fence (barbed wire)
 - Denotes fence (chain link)
 - Denotes fence (wood)
 - Denotes catch basin
 - Denotes catch basin beehive
 - Denotes flared end section
 - Denotes gate valve
 - Denotes hydrant
 - Denotes service
 - Denotes water well
 - Denotes cleanout
 - Denotes manhole other than sanitary or storm
 - Denotes sanitary or storm manhole
 - Denotes utility pole
 - Denotes transformer box
 - Denotes fiber optic box
 - Denotes electric box
 - Denotes light pole
 - Denotes telephone box
 - Denotes television box
 - Denotes found iron pipe
 - Denotes mailbox
 - Denotes sign



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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota.
Name: Peter J. Hawkinson
Reg. No.: 42299
Date: 9-11-2020

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Designed: PIC/BNM
Drawn: MPC

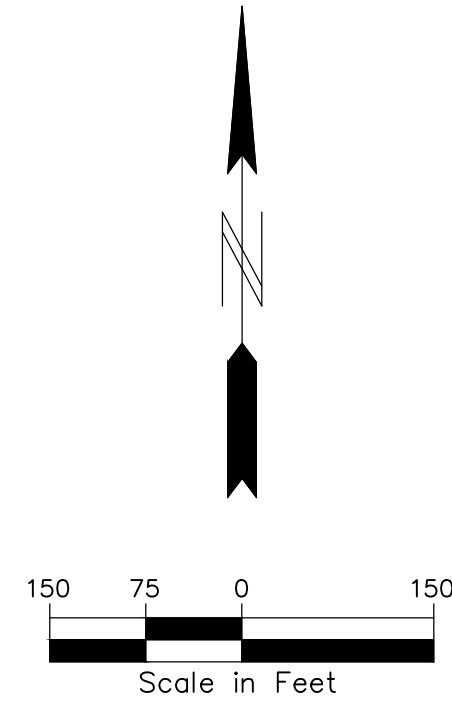
EXISTING CONDITIONS

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

TAVERA
CORCORAN, MINNESOTA

1.01 OF 30

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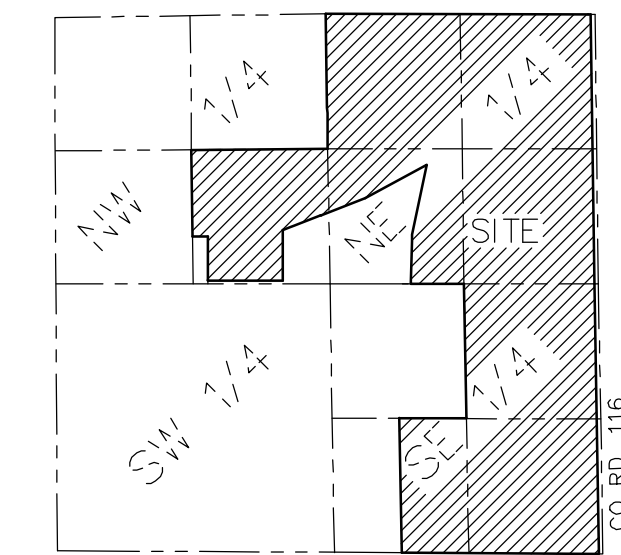
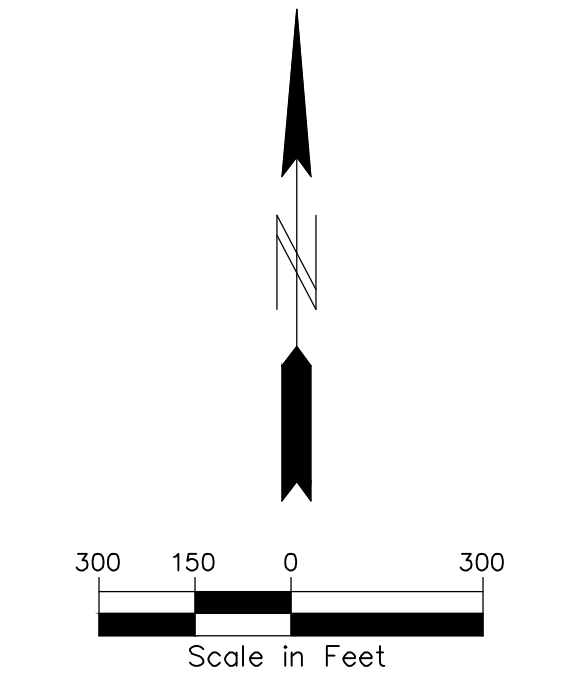
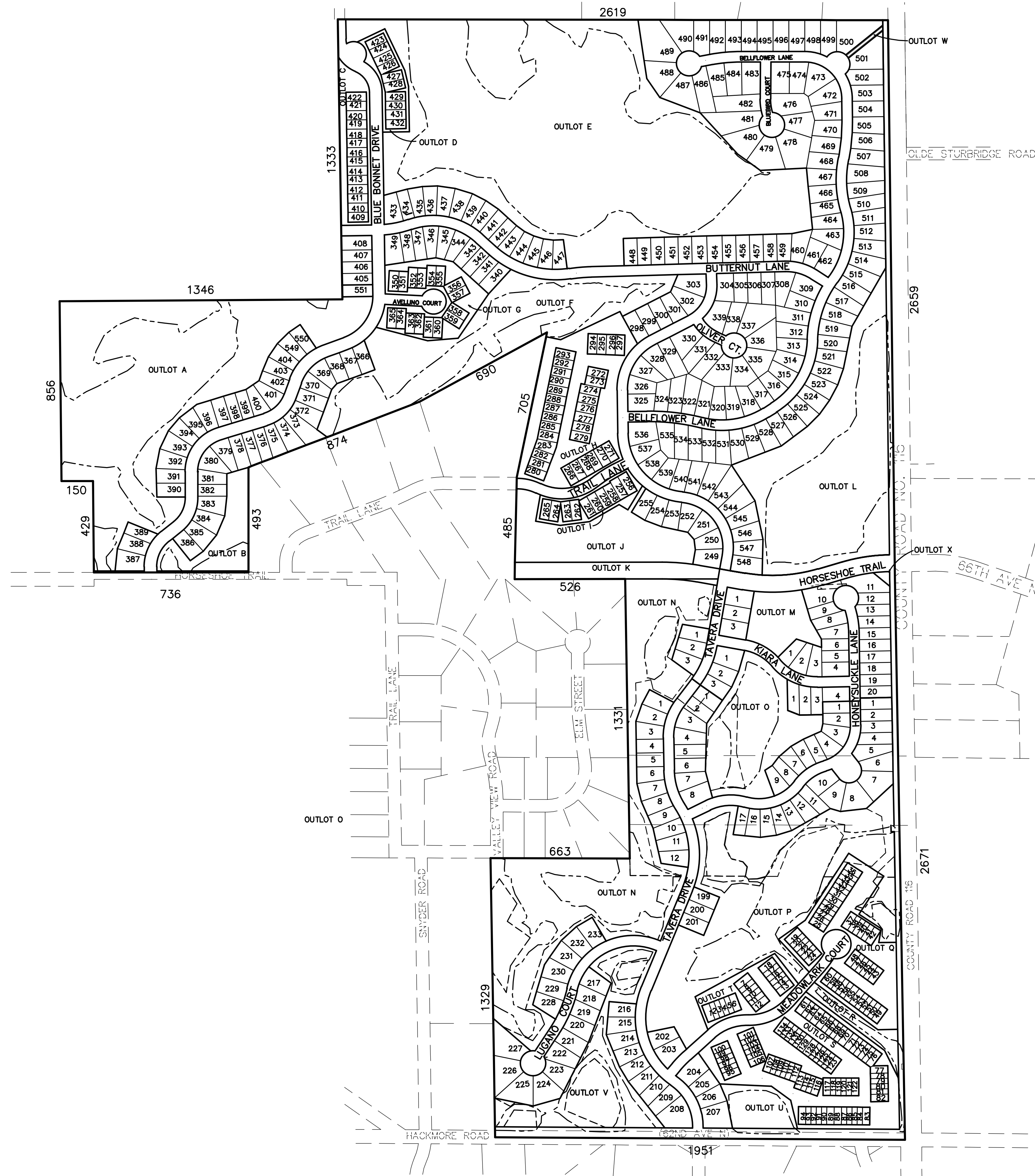
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 Drawn: MPC

EXISTING CONDITIONS

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 16305 36TH AVENUE NORTH
 PLYMOUTH, MINNESOTA 55446

TAVERA
 CORCORAN, MINNESOTA

1.02 OF 30



SECTION 35, TWP. 119 RGE. 23
 LOCATION MAP
 NO SCALE

PROPOSED LEGAL FOR PRELIMINARY PLAT PURPOSES ONLY:

East 1/2 of the Southwest Quarter of the Southeast Quarter, Section 35, Township 119, Range 23, Hennepin County, Minnesota.

Together with:

Lot 10, Block 1, Meadow Trails, Hennepin County, Minnesota.

Together with:

The East 1/2 of the Northeast Quarter except that part which lies East of a line parallel with and distant 40 feet West of the East line, Section 35, Township 119, Range 23, Hennepin County, Minnesota.

Together with:

The East 1/2 of the Southeast 1/4 of Section 35, Township 119, Range 23, Hennepin County, Minnesota.

EXCEPT: The East Sixteen (16) rods of the North Twenty (20) rods of the South Twenty-nine and eight tenths (29.8) rods of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-five (35), Township One Hundred Nineteen (119), Range Twenty-three (23).

AND FURTHER EXCEPT:

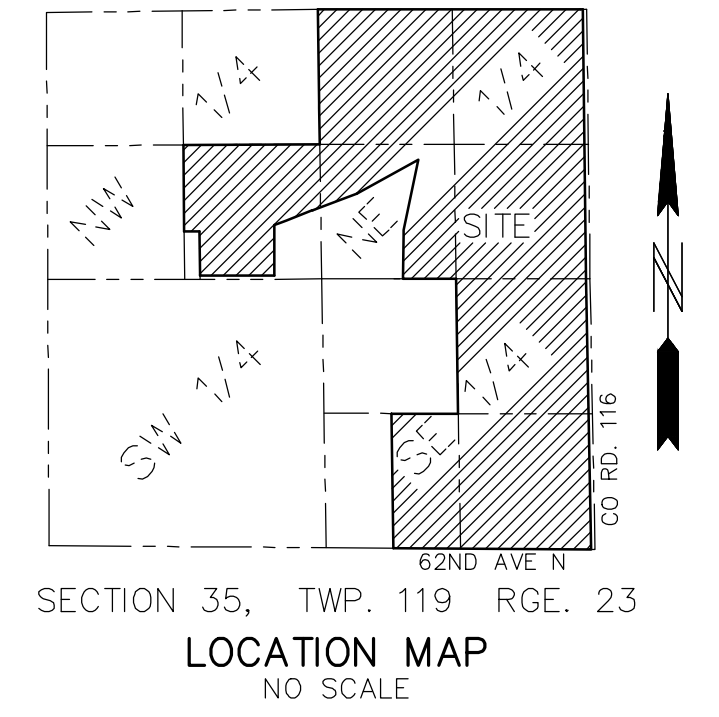
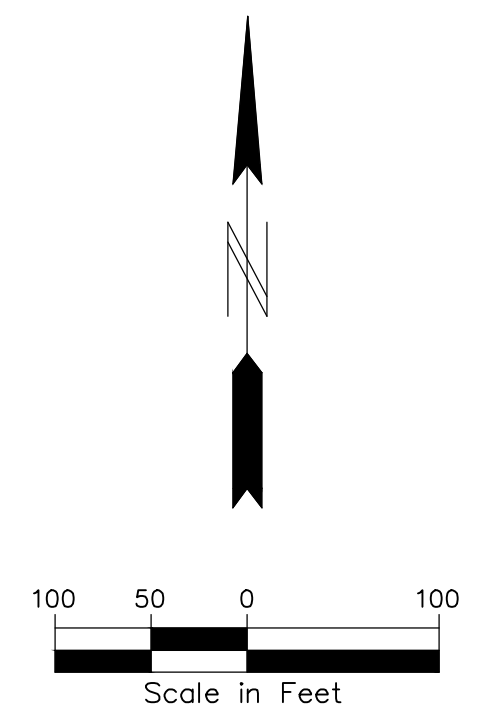
All that part of the following described tract:

Southeast 1/4 of the Southeast 1/4 and the South 9 8/10 rods of Northeast 1/4 of Southeast 1/4 also that part of North 20 rods of South 29 8/10 rods of the Northeast 1/4 of Southeast 1/4 lying West of East 16 rods thereof and that part of the Northeast 1/4 of Southeast 1/4 lying North of South 29 8/10 rods thereof, all lying in Section 35, Township 119 North, Range 23 West, except roads; which lies East of a line parallel with and distant 40 feet West of the East line of said section.

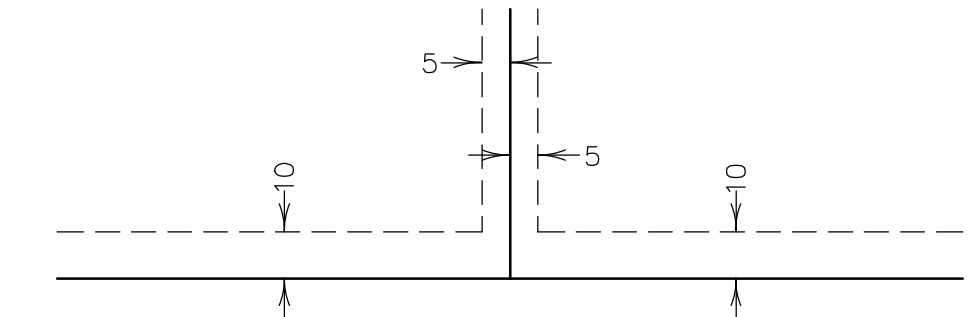
Together with:

The East 16 Rods of North 20 Rods of South 29.8 Rods of Northeast 1/4 of Southeast 1/4, Section 35, Township 119 North, Range 23 West, except that part which lies East of a line parallel with and distant 40 feet West of the East line of said section, Hennepin County, Minnesota.

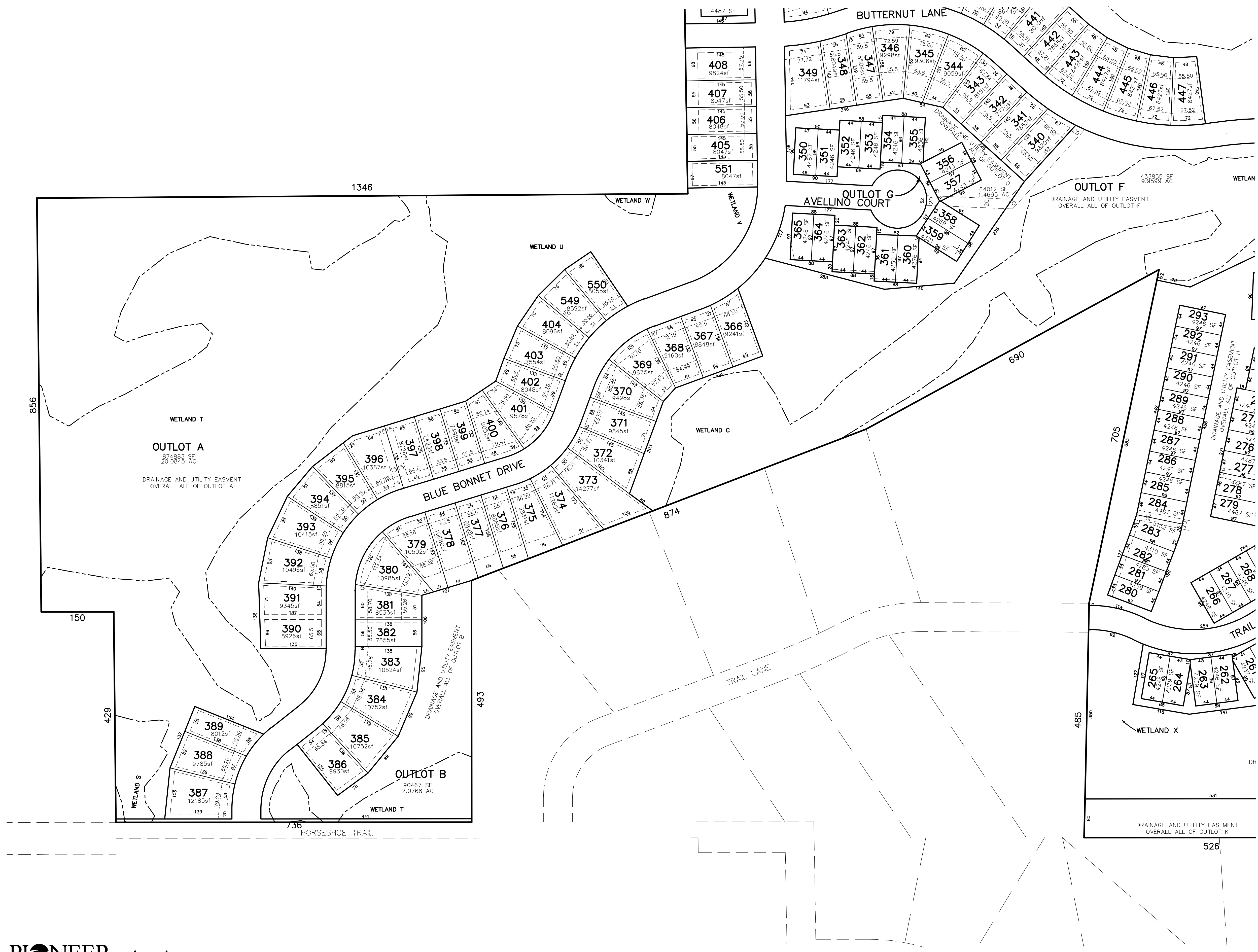
TOTAL GROSS AREA	273.57	ACRES
TOTAL LOT AREA	81.18	ACRES
NUMBER OF LOTS	551	
NUMBER OF OUTLOTS	24	
TOTAL OUTLOT AREA	141.41	ACRES
TOTAL RIGHT OF WAY AREA	32.42	ACRES
TOWNHOME BASELOT AREA	15.86	ACRES
TWINHOME BASELOT AREA	15.90	ACRES
TOWNHOME SF PER UNIT (134 LOTS)	5,153	SF
TWINHOME SF PER UNIT (80 LOTS)	8,657	SF
GROSS DENSITY	2.01	LOTS/ACRE
NET DENSITY (EXCLUDES WETLANDS AND COUNTY ROW)	2.72	LOTS/ACRE

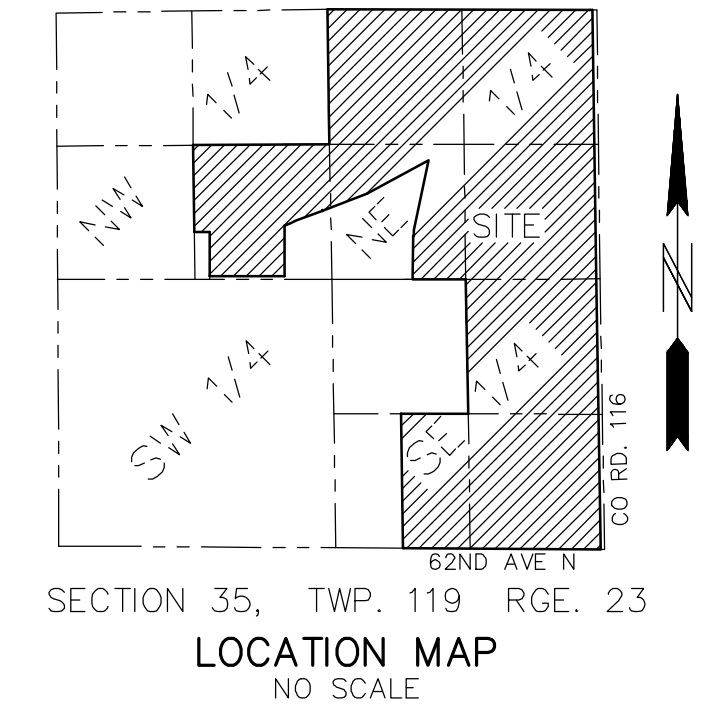
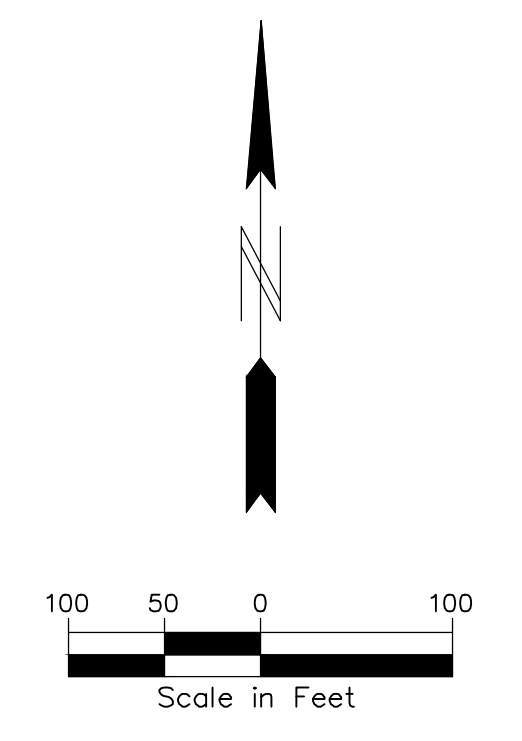
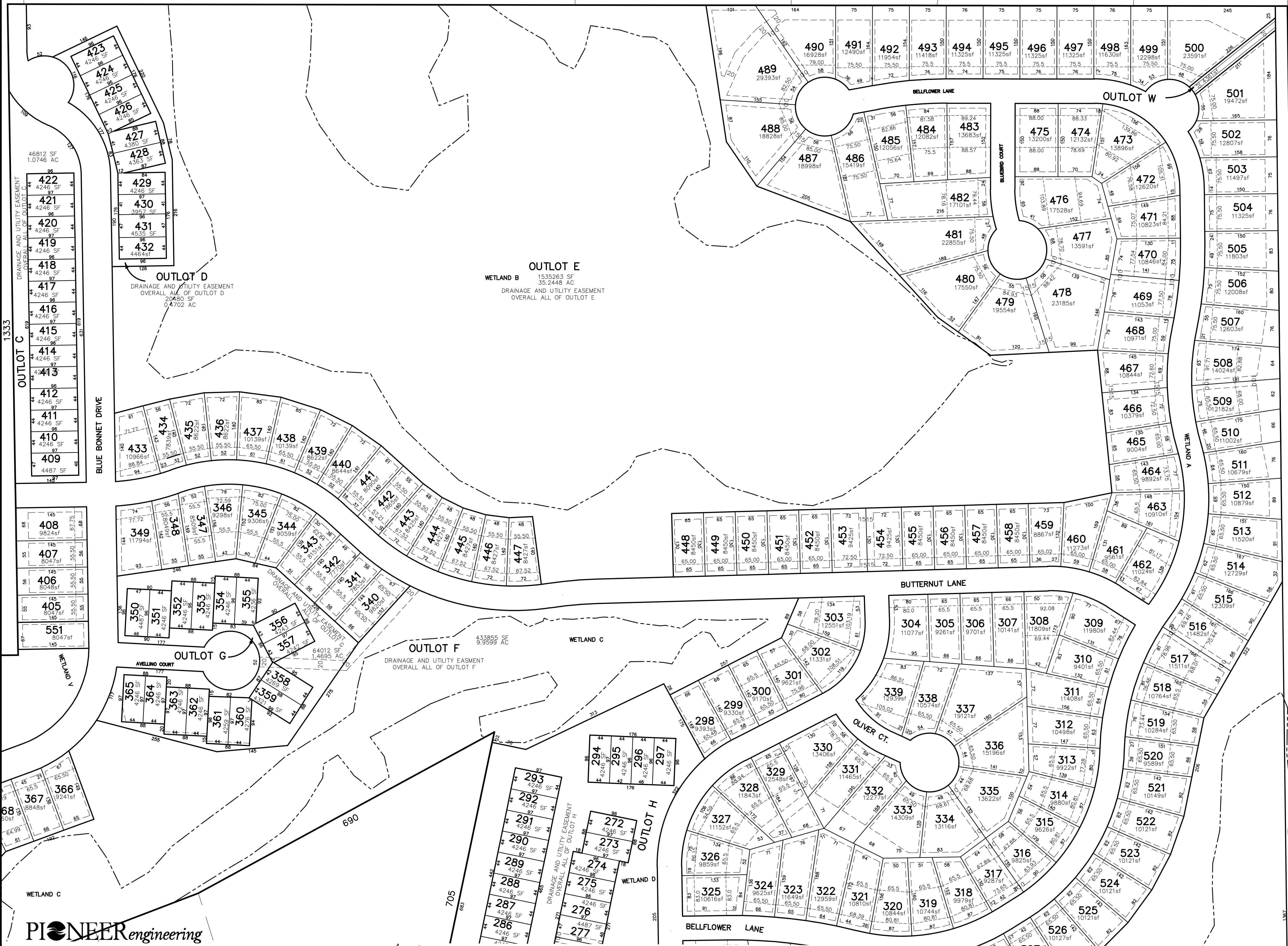


DRAINAGE AND UTILITY EASEMENTS FOR SINGLE FAMILY LOTS ARE SHOWN THIS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.





DRAINAGE AND UTILITY EASEMENTS FOR SINGLE FAMILY LOTS ARE SHOWN THUS:

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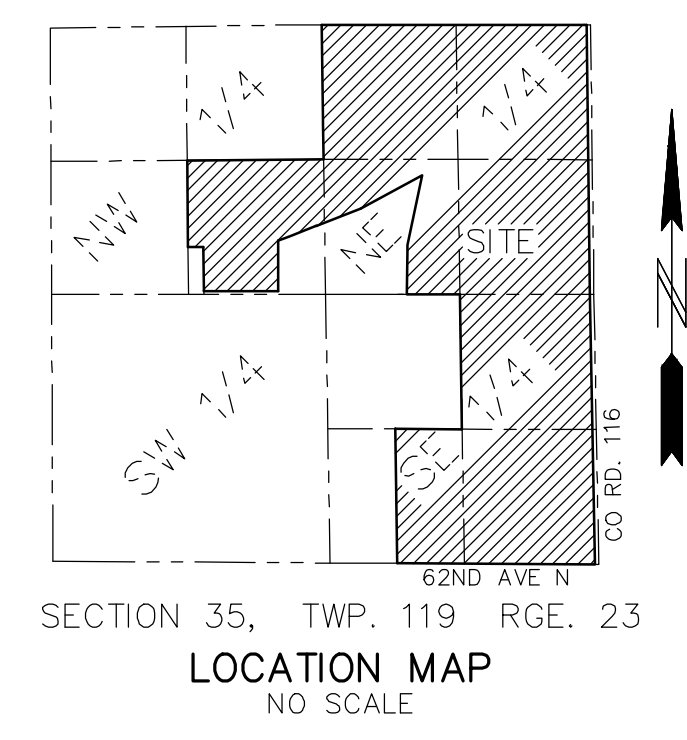
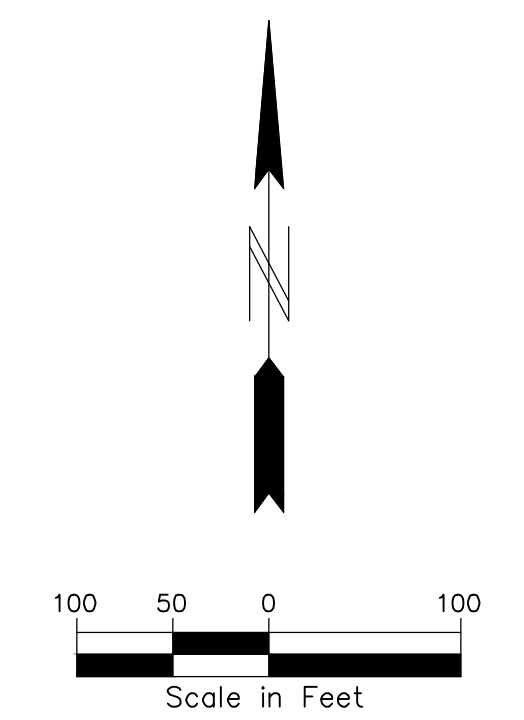
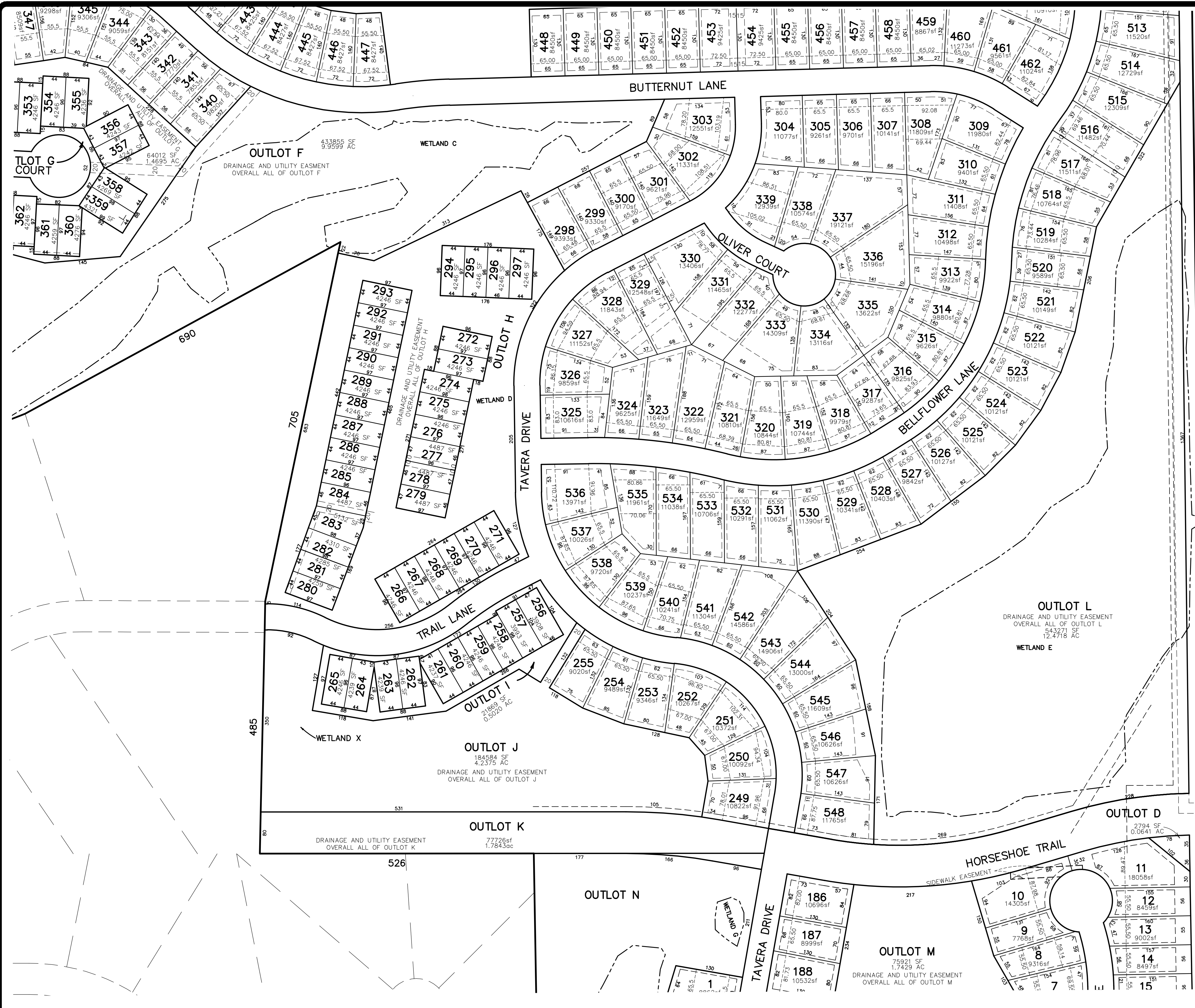
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TAVERA
CORCORAN, MINNESOTA



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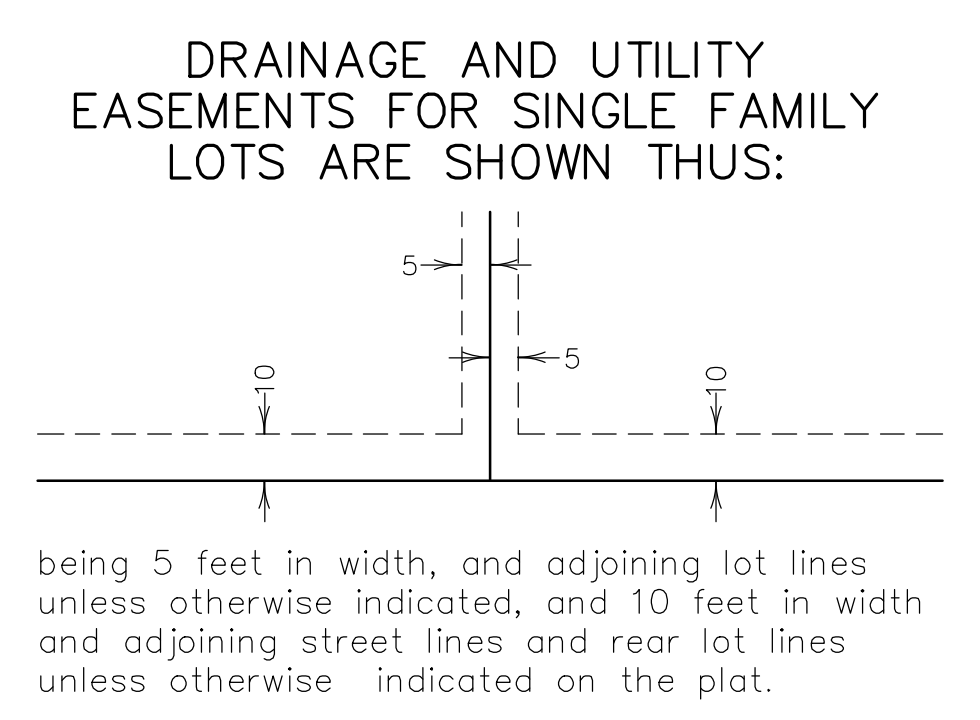
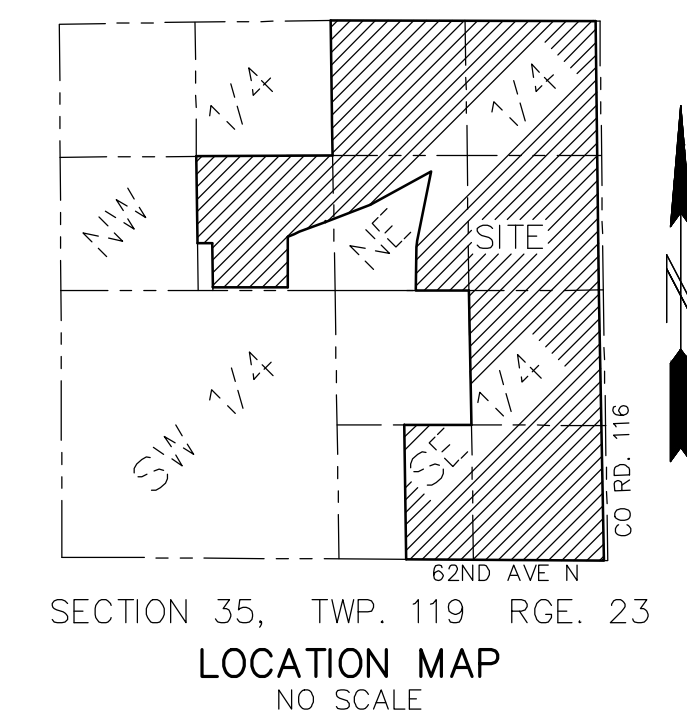
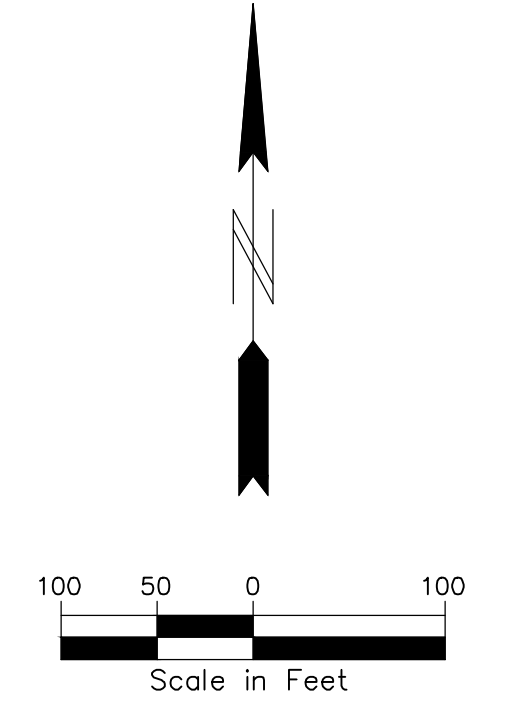
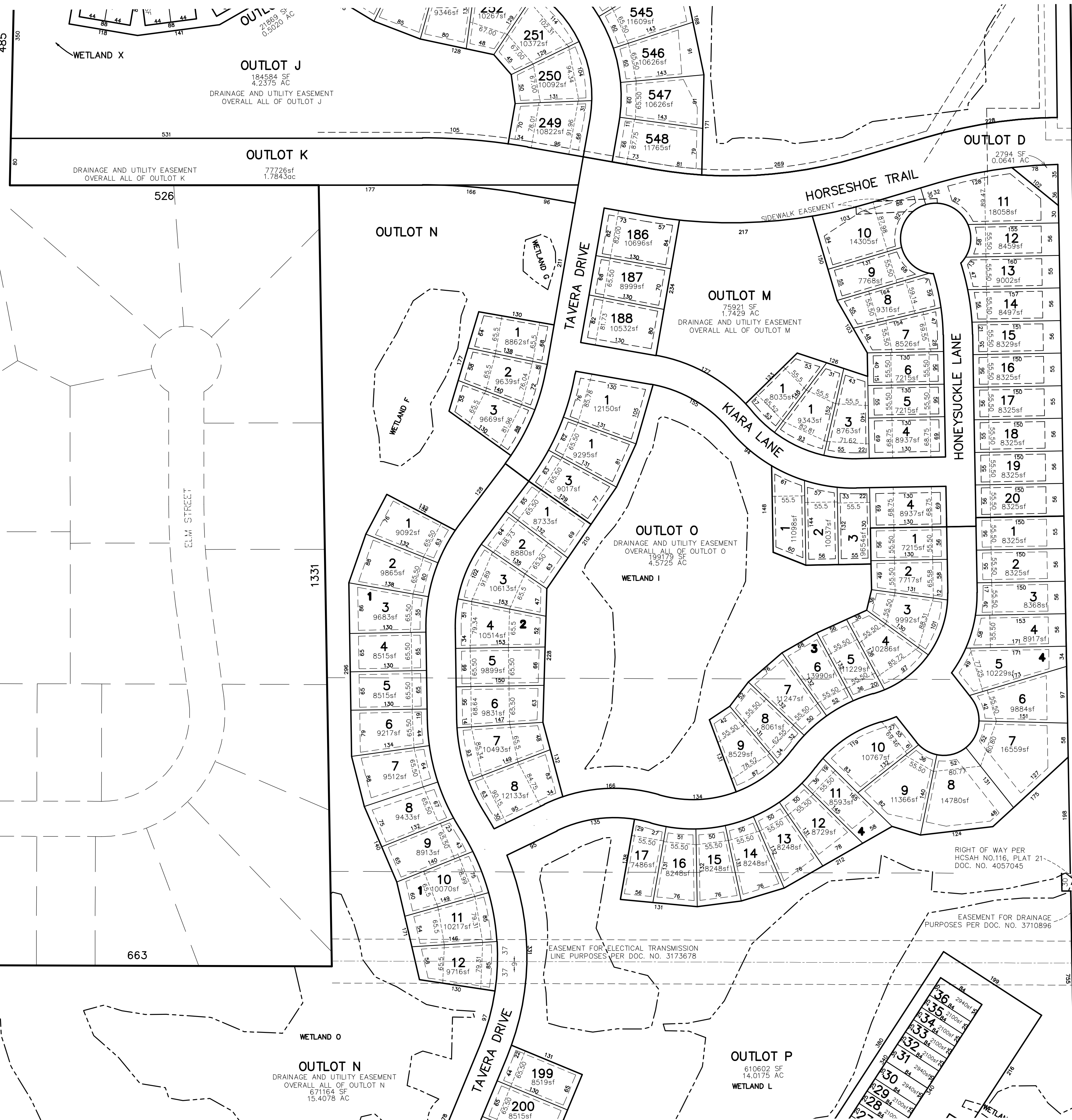
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PRELIMINARY PLAT

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

TAVERA
CORCORAN, MINNESOTA

2.04 OF 30



PIONEER engineering
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2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: 681-9488
 www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota.
 Name: Peter J. Hawkinson
 Reg. No.: 42299
 Date: 9-11-2020

Revisions:
 1. 10-8-2020 Pad Type Change
 2. 11-9-2020 Add Demo Plan
 3. 01-29-2021 City Comments
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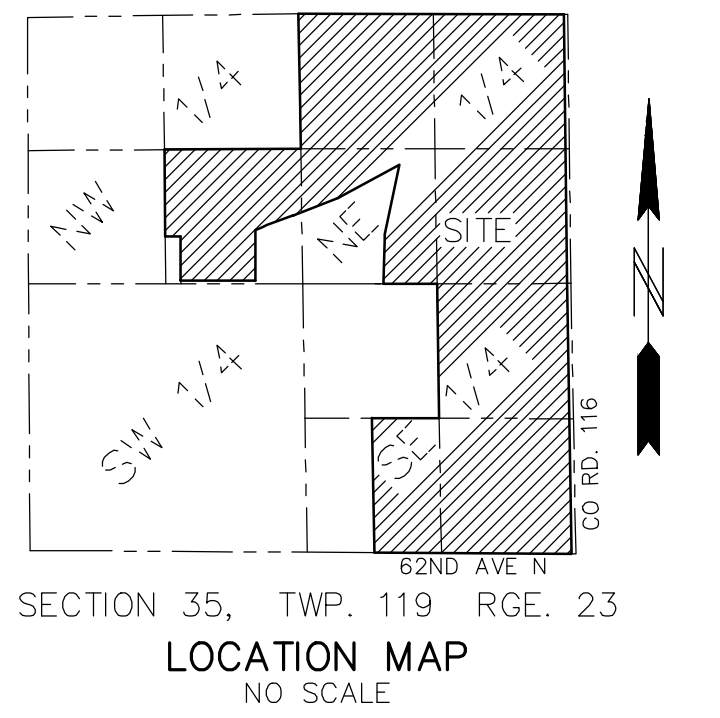
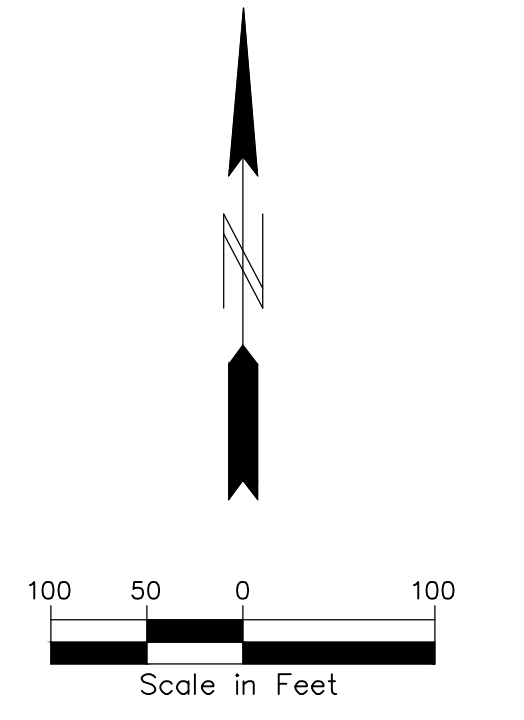
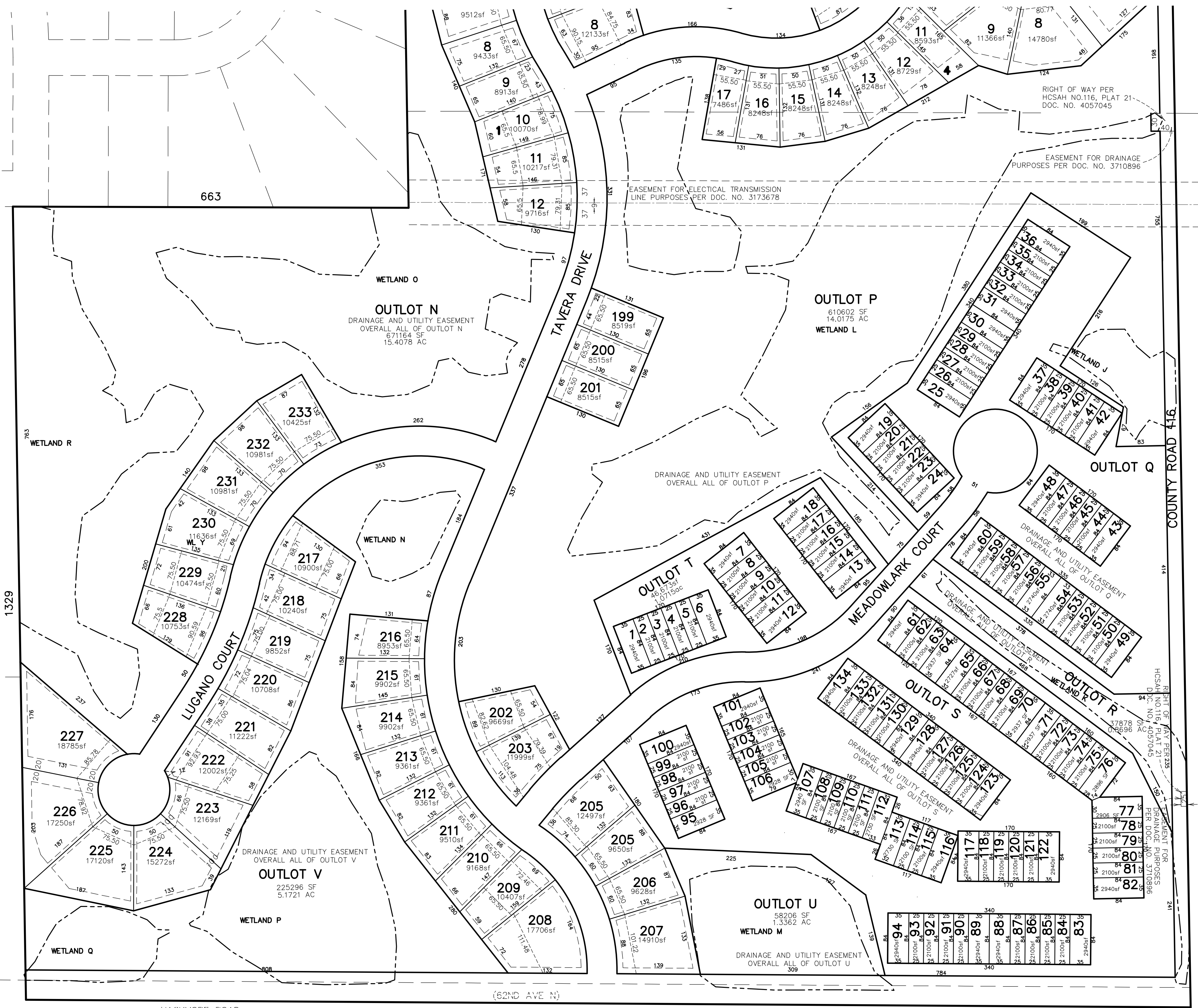
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PRELIMINARY PLAT

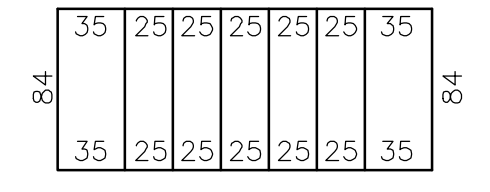
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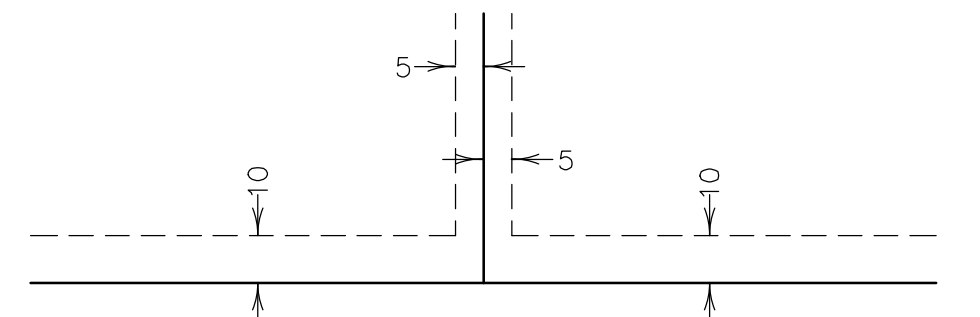
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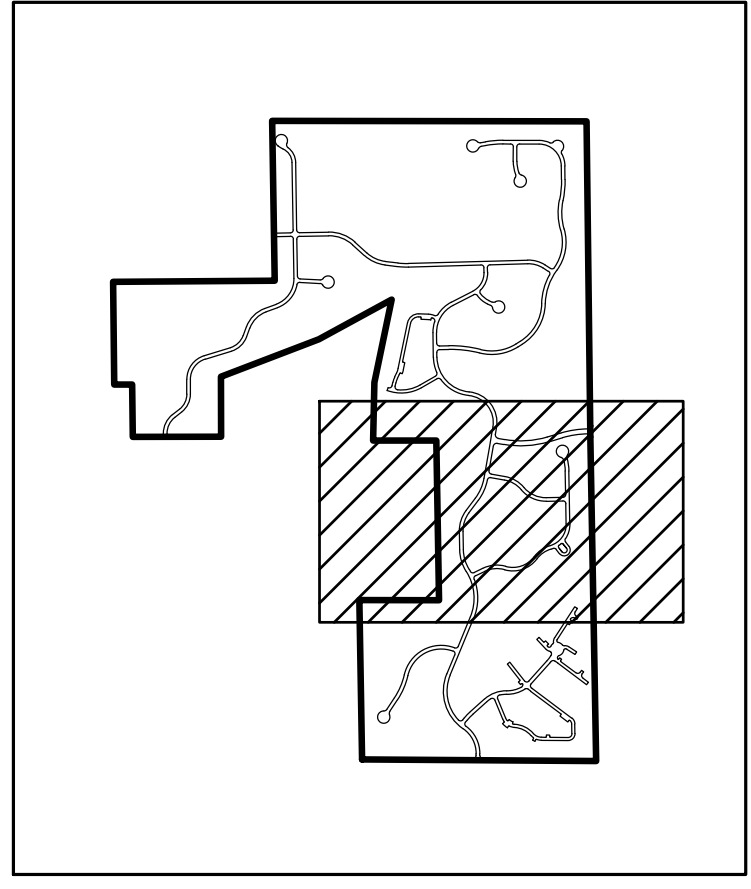
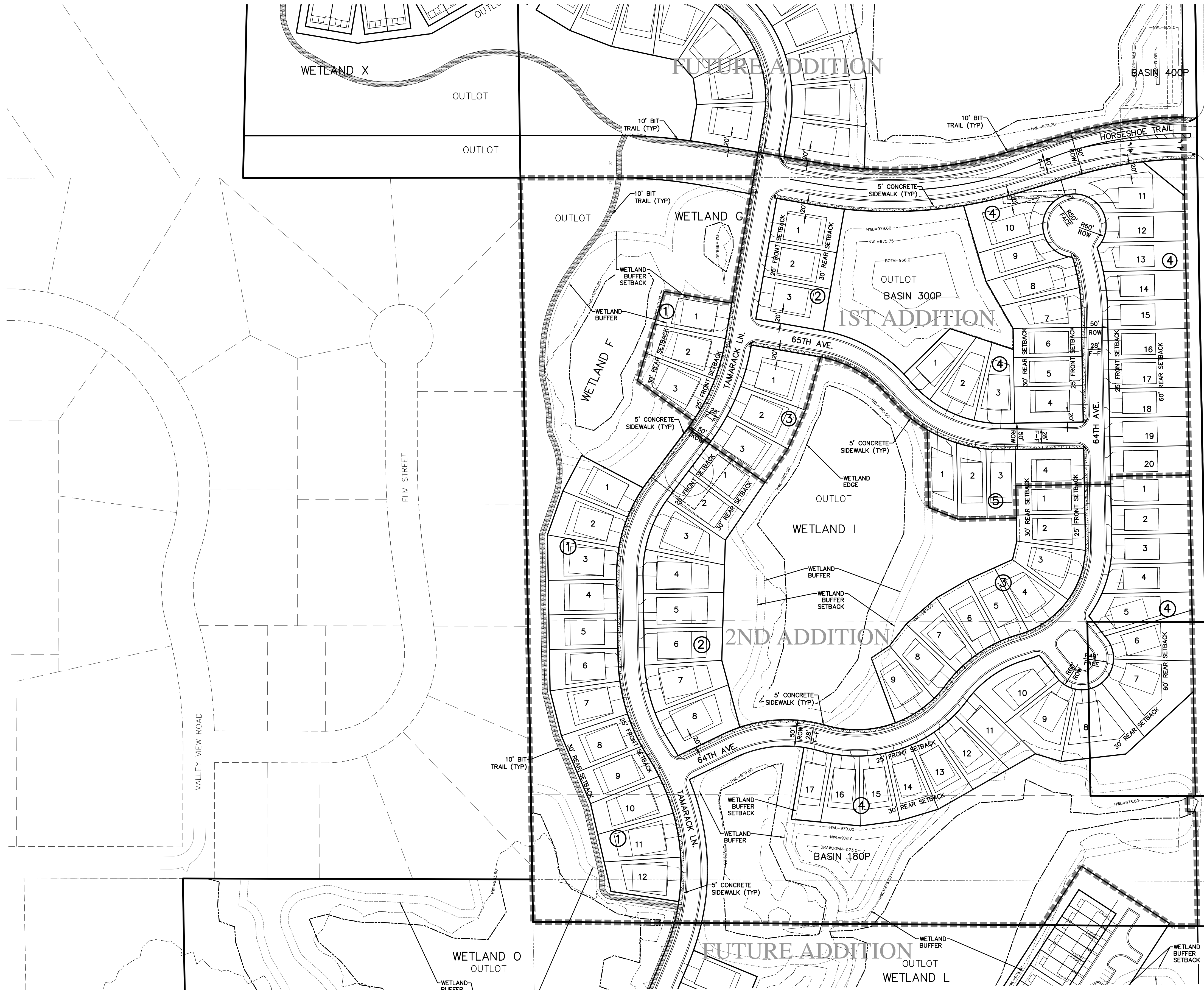
TOWNHOME LOT TYPICAL:



DRAINAGE AND UTILITY EASEMENTS FOR SINGLE FAMILY LOTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.



INDEX

PROPOSED UNITS: 549
 55-65' VILLAS: 70 (44-55', 29-65')
 55' SF: 51
 65' SF: 156
 75' SF: 58
 TWIN UNITS: 80
 ROW TOWNHOME UNITS: 134

PROPOSED SETBACKS:
 VILLAS:
 AREA: 7,000 SF
 WIDTH: 55' TO 65'
 FRONT: 25'
 REAR: 30'(BUILDING)
 REAR: 20'(PATIO, DECK)
 SIDE: 7.5'
 SIDE STREET: 20'
 CO. RD. 116: 60'

75' WIDE SINGLE FAMILY LOTS:
 AREA: 9,000 SF
 WIDTH: 75'
 FRONT: 25'
 REAR: 30'(BUILDING)
 REAR: 20'(PATIO, DECK)
 SIDE: 7.5'
 SIDE STREET: 20'
 CO. RD. 116: 60'

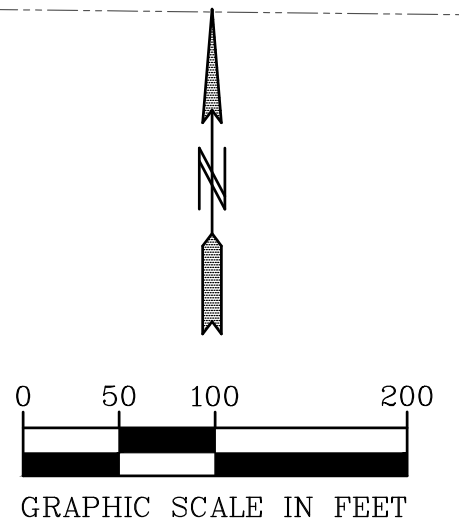
65' WIDE SINGLE FAMILY LOTS:
 AREA: 7,800 SF
 WIDTH: 65'
 FRONT: 25'
 REAR: 30'(BUILDING)
 REAR: 20'(PATIO, DECK)
 SIDE: 7.5'
 SIDE STREET: 20'
 CO. RD. 116: 60'

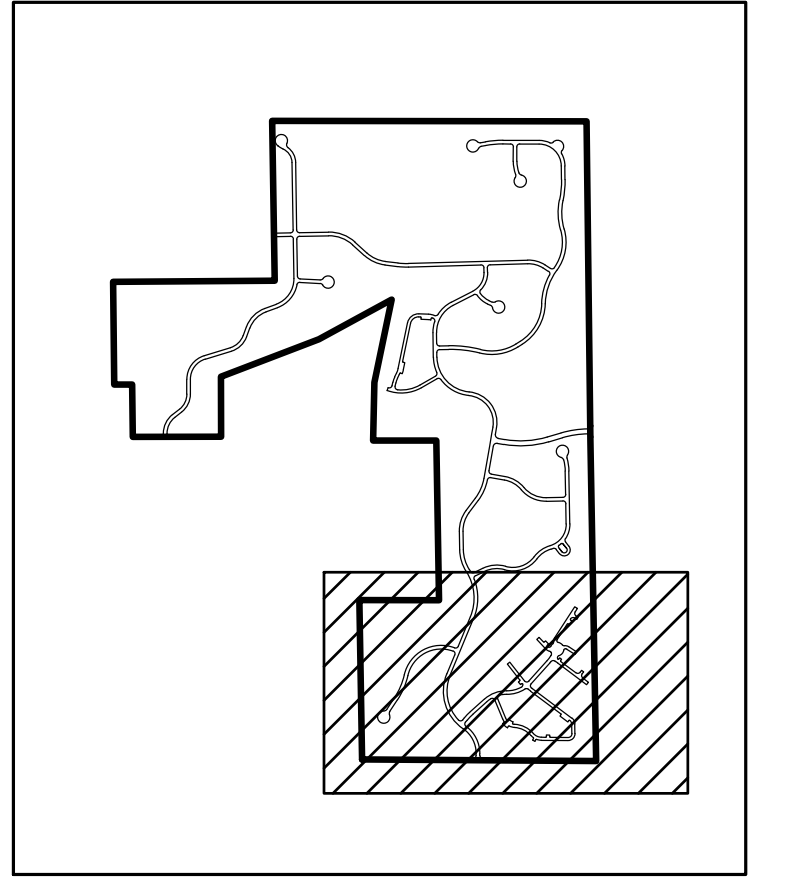
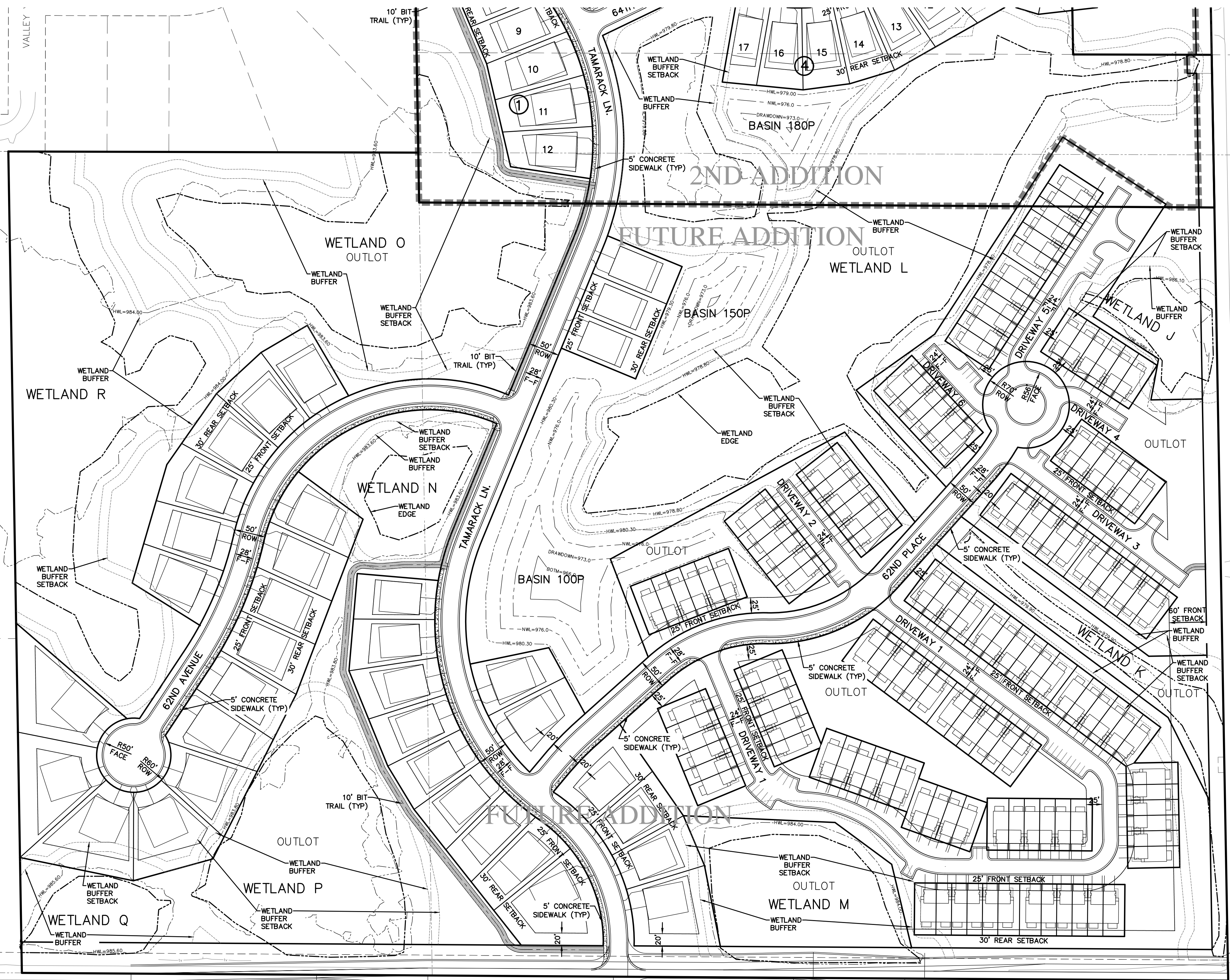
55' WIDE SINGLE FAMILY LOTS:
 AREA: 6,600 SF
 WIDTH: 55'
 FRONT: 25'
 REAR: 30'(BUILDING)
 REAR: 20'(PATIO, DECK)
 SIDE: 7.5'
 SIDE STREET: 20'
 CO. RD. 116: 60'

TWINHOME LOTS:
 FRONT: 25' TO CURB(PRIVATE STREET)
 FRONT: 25' TO RIGHT OF WAY(PUBLIC STREET)
 SIDE: 15' BUILDING TO BUILDING
 SIDE STREET: 25' TO RIGHT OF WAY

TOWNHOME LOTS:
 FRONT: 25' TO CURB(PRIVATE STREET)
 FRONT: 25' TO RIGHT OF WAY(PUBLIC STREET)
 SIDE: 15' BUILDING TO BUILDING
 SIDE STREET: 25' TO CURB(PRIVATE STREET)
 SIDE STREET: 25' TO RIGHT OF WAY(PUBLIC STREET)

WETLAND REQUIREMENTS (AVERAGING ALLOWED):
 HIGH:
 AVERAGE WIDTH: 50'
 MINIMUM WIDTH: 40'
 MAXIMUM WIDTH: 60'
 SETBACK FROM BUFFER: 15'
 MEDIUM:
 AVERAGE WIDTH: 25'
 MINIMUM WIDTH: 20'
 MAXIMUM WIDTH: 40'
 SETBACK FROM BUFFER: 15'
 LOW:
 AVERAGE WIDTH: 25' (WATERSHED STANDARD)
 MINIMUM WIDTH: 10'
 MAXIMUM WIDTH: 20'
 SETBACK FROM BUFFER: 15'





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 REAR: 20'(PATIO, DECKS)
 SIDE: 7.5'
 SIDE STREET: 20'
 CO. RD. 116: 60'

75' WIDE SINGLE FAMILY LOTS:
 AREA: 9,000 SF
 WIDTH: 75'
 FRONT: 25'
 REAR: 30'(BUILDING)
 REAR: 20'(PATIO, DECKS)
 SIDE: 7.5'
 SIDE STREET: 20'
 CO. RD. 116: 60'

65' WIDE SINGLE FAMILY LOTS:
 AREA: 7,800 SF
 WIDTH: 65'
 FRONT: 25'
 REAR: 30'(BUILDING)
 REAR: 20'(PATIO, DECKS)
 SIDE: 7.5'
 SIDE STREET: 20'
 CO. RD. 116: 60'

55' WIDE SINGLE FAMILY LOTS:
 AREA: 6,600 SF
 WIDTH: 55'
 FRONT: 25'
 REAR: 30'(BUILDING)
 REAR: 20'(PATIO, DECKS)
 SIDE: 7.5'
 SIDE STREET: 20'
 CO. RD. 116: 60'

TOWNHOME PARKING SUMMARY
 UNITS: 134
 OFF STREET: 38
 ON STREET: 20

TWINHOME LOTS:
 FRONT: 25' TO CURB(PRIVATE STREET)
 FRONT: 25' TO RIGHT OF WAY(PUBLIC STREET)
 SIDE: 15' BUILDING TO BUILDING
 SIDE STREET: 25' TO RIGHT OF WAY

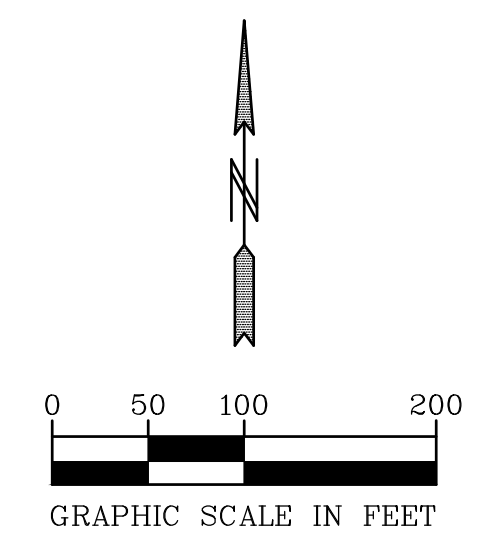
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WETLAND REQUIREMENTS (AVERAGING ALLOWED):

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 AVERAGE WIDTH: 50'
 MINIMUM WIDTH: 40'
 MAXIMUM WIDTH: 60'
 SETBACK FROM BUFFER: 15'





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 MINIMUM WIDTH: 20'
 MAXIMUM WIDTH: 40'
 SETBACK FROM BUFFER: 15'

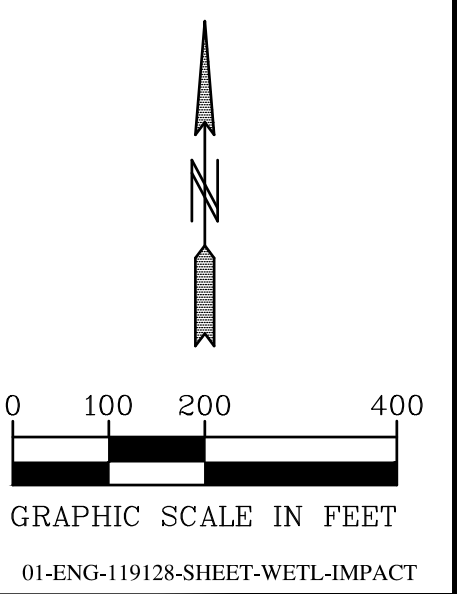
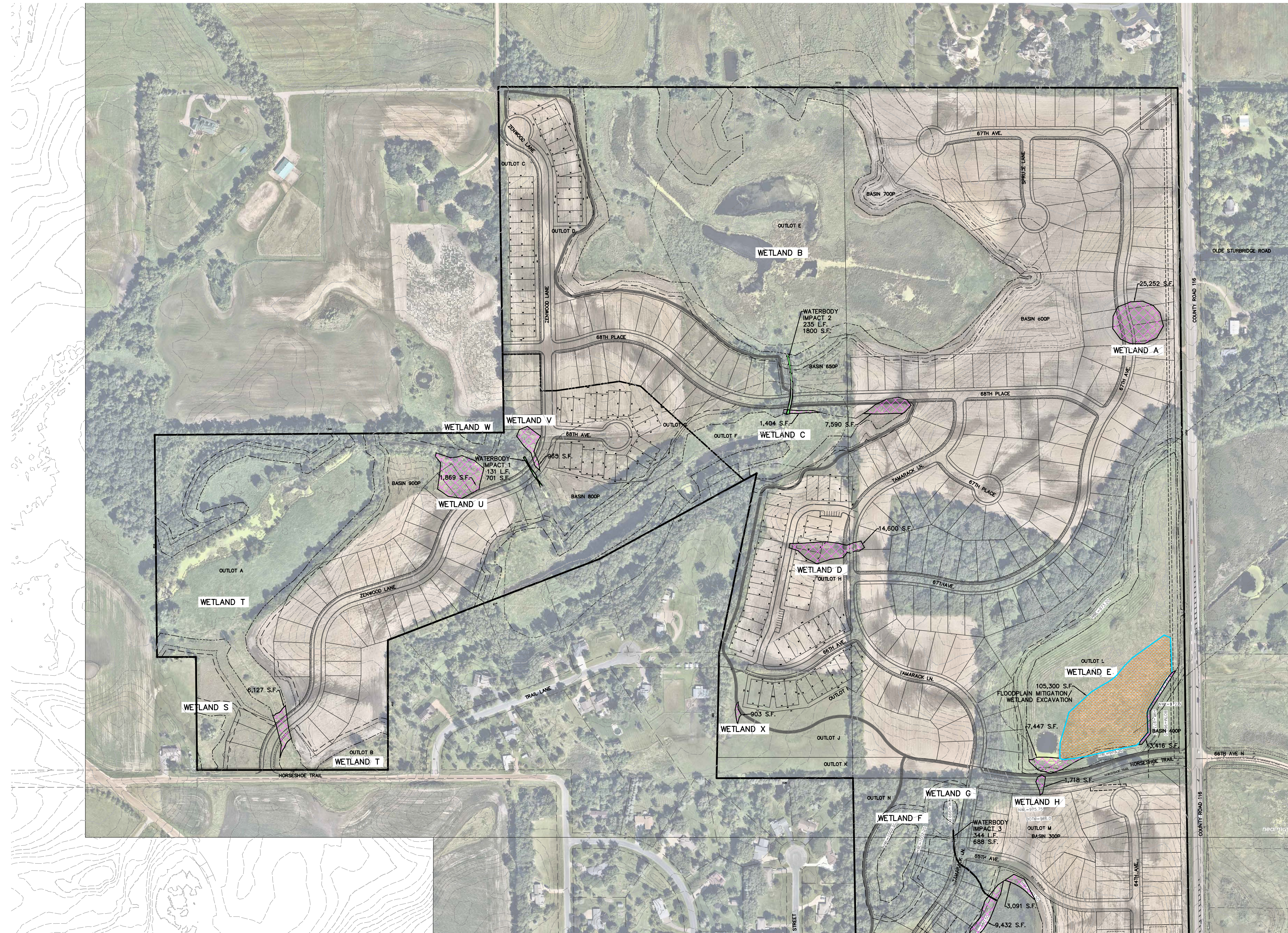
LOW:
 AVERAGE WIDTH: 25' (WATERSHED STANDARD)
 MINIMUM WIDTH: 10'
 MAXIMUM WIDTH: 20'
 SETBACK FROM BUFFER: 15'



WATERBODY IMPACT NAME	IMPACT AREA (SF)	IMPACT LENGTH (LF)
1	701	131
2	1,800	235
3	688	344
4	396	198
5	212	106
TOTAL	3,797	1,014





WETLAND NAME	SITE IMPACT AREA (SF)	HACKAMORE IMPACT AREA (SF)
WETLAND A	25,252	NA
WETLAND C	8,994	NA
WETLAND D	14,600	NA
WETLAND E	10,863	NA
WETLAND H	1,718	NA
WETLAND I	25,710	NA
WETLAND J	397	NA
WETLAND K	230	268
WETLAND L	5,283	NA
WETLAND M	NA	11,175
WETLAND N	15,411	NA
WETLAND O	2,818	NA
WETLAND P	NA	3,168
WETLAND T	6,127	NA
WETLAND U	23,239	NA
WETLAND V	6,369	NA
WETLAND X	903	NA
WETLAND Y	2,666	NA
TOTAL	150,580	14,611

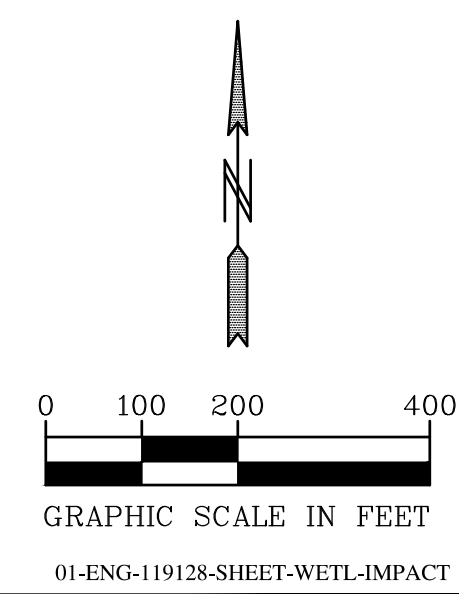
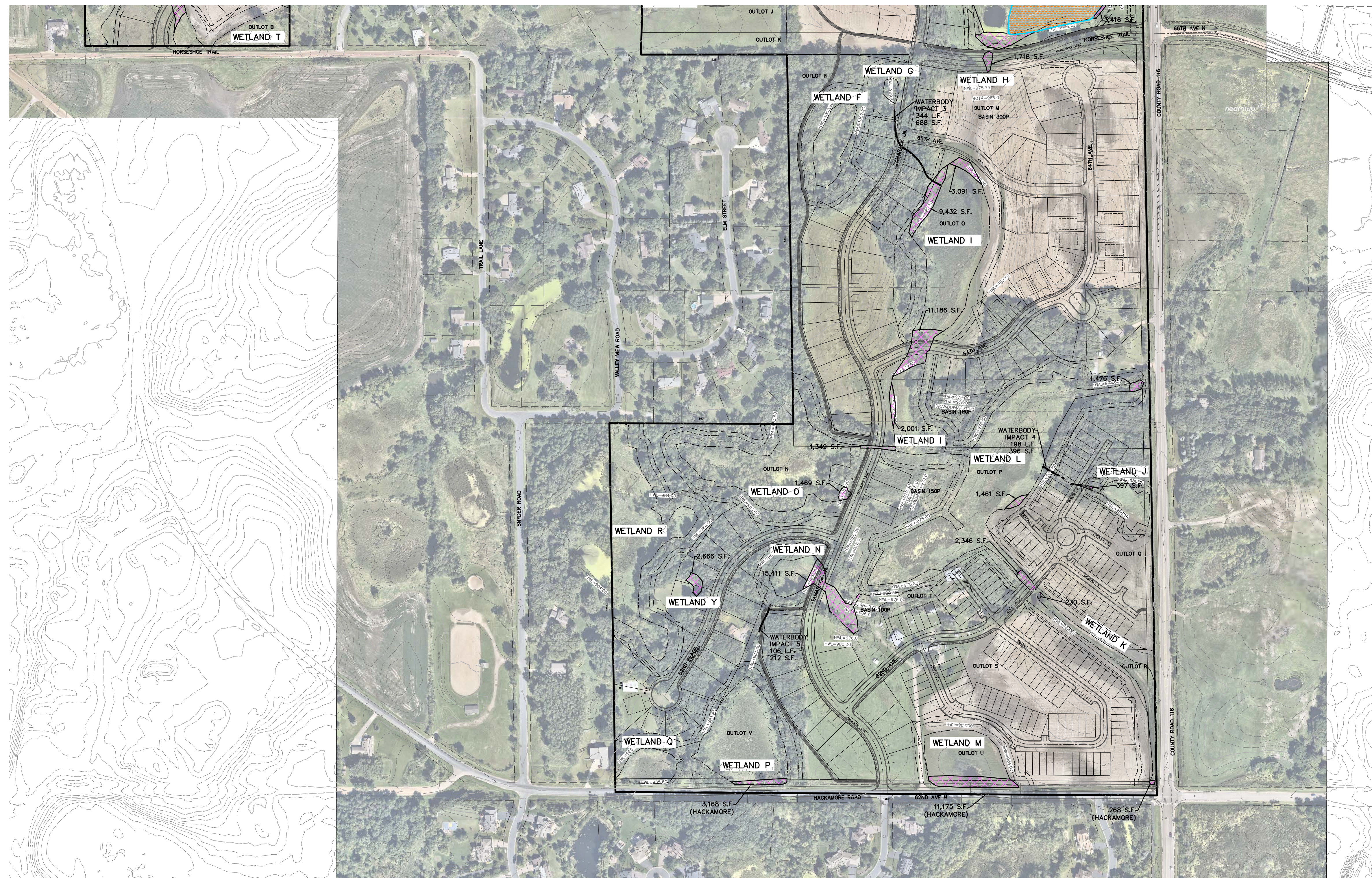
-  WATERBODY IMPACT
-  FLOODPLAIN MITIGATION/WETLAND EXCAVATION
-  WETLAND IMPACT
-  BUFFER SIGN



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I hereby certify that this plan 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.

Name: *Paul J. Cherm*
 Paul J. Cherm
 Reg. No. 19860 Date 9-11-2020

Revisions:
 1. 10-8-2020 Pad Type Change
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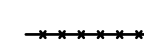

Date: 9-11-2020
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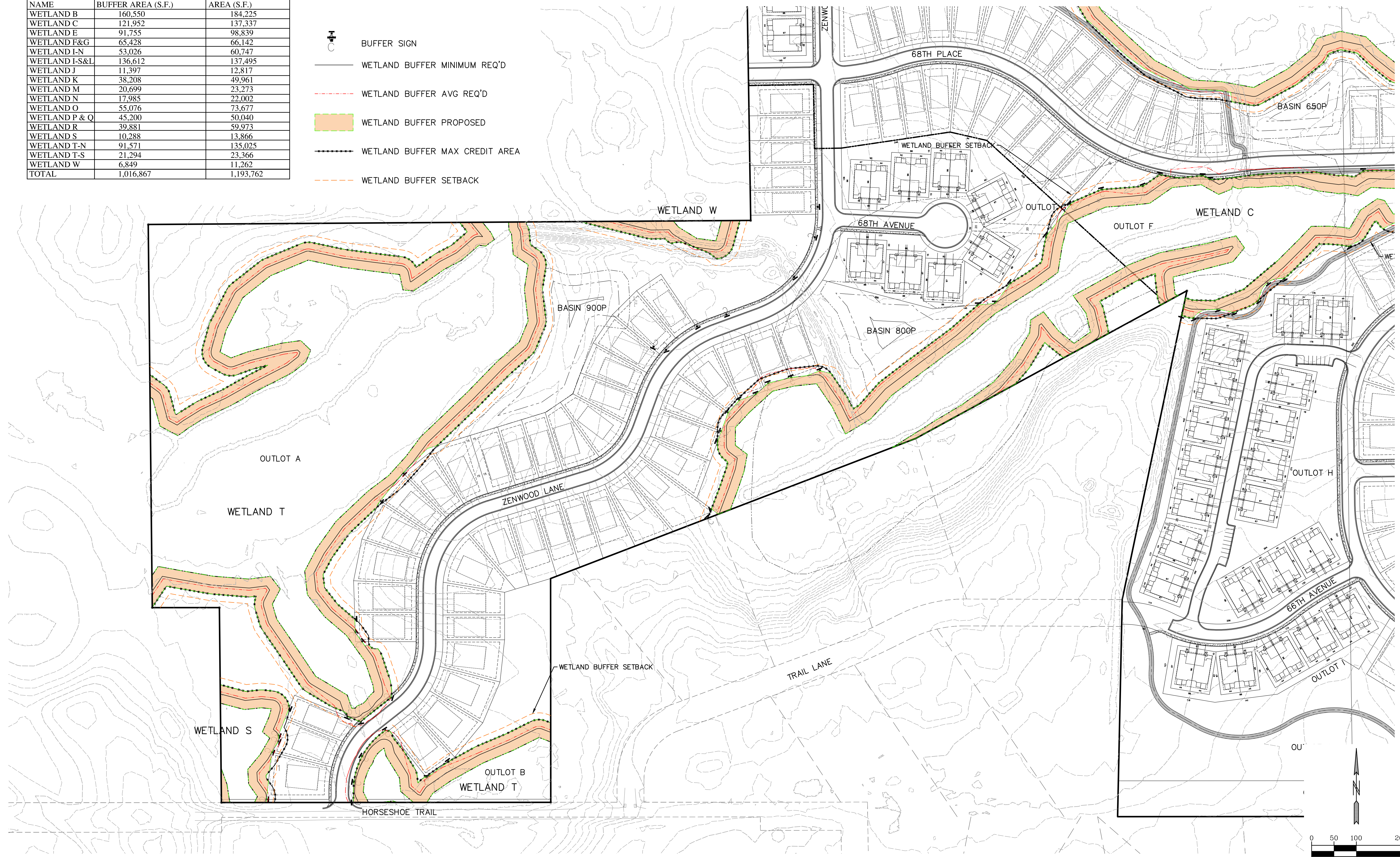
WETLAND IMPACT

LENNAR
 16305 36TH AVENUE NORTH
 PLYMOUTH, MINNESOTA 55446

TAVERA
 CORCORAN, MINNESOTA

WETLAND NAME	REQUIRED AVERAGE BUFFER AREA (S.F.)	PROVIDED BUFFER AREA (S.F.)
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WETLAND S	10,288	13,866
WETLAND T-N	91,571	135,025
WETLAND T-S	21,294	23,366
WETLAND W	6,849	11,262
TOTAL	1,016,867	1,193,762

-  BUFFER SIGN
-  WETLAND BUFFER MINIMUM REQ'D
-  WETLAND BUFFER AVG REQ'D
-  WETLAND BUFFER PROPOSED
-  WETLAND BUFFER MAX CREDIT AREA
-  WETLAND BUFFER SETBACK



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ND W

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Name: *Paul J. Cherno*
 Reg. No.: 19860 Date: 9-11-2020

Revisions:

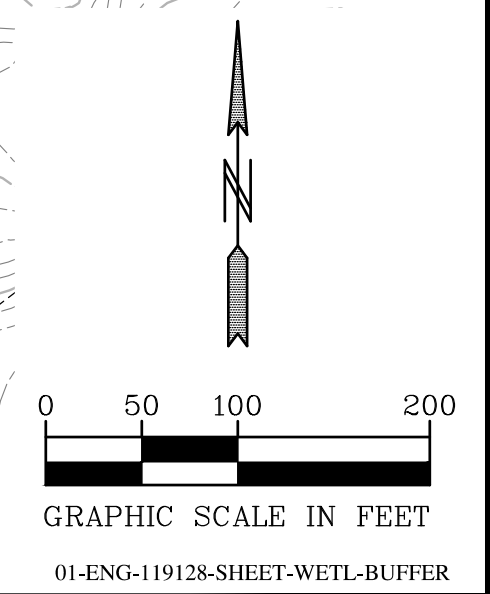
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WETLAND BUFFER PLAN

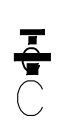





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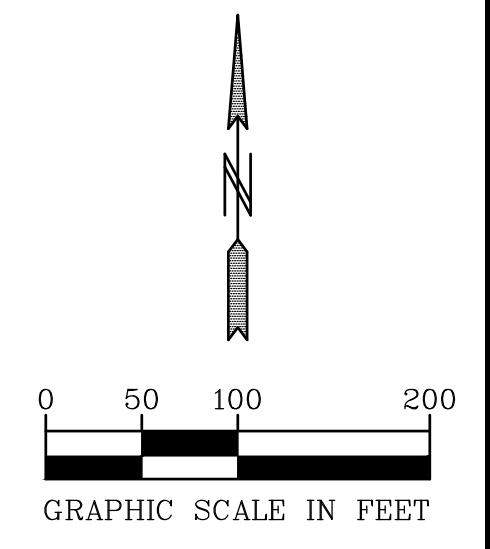
TAVERA
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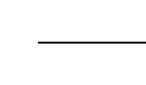



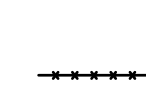
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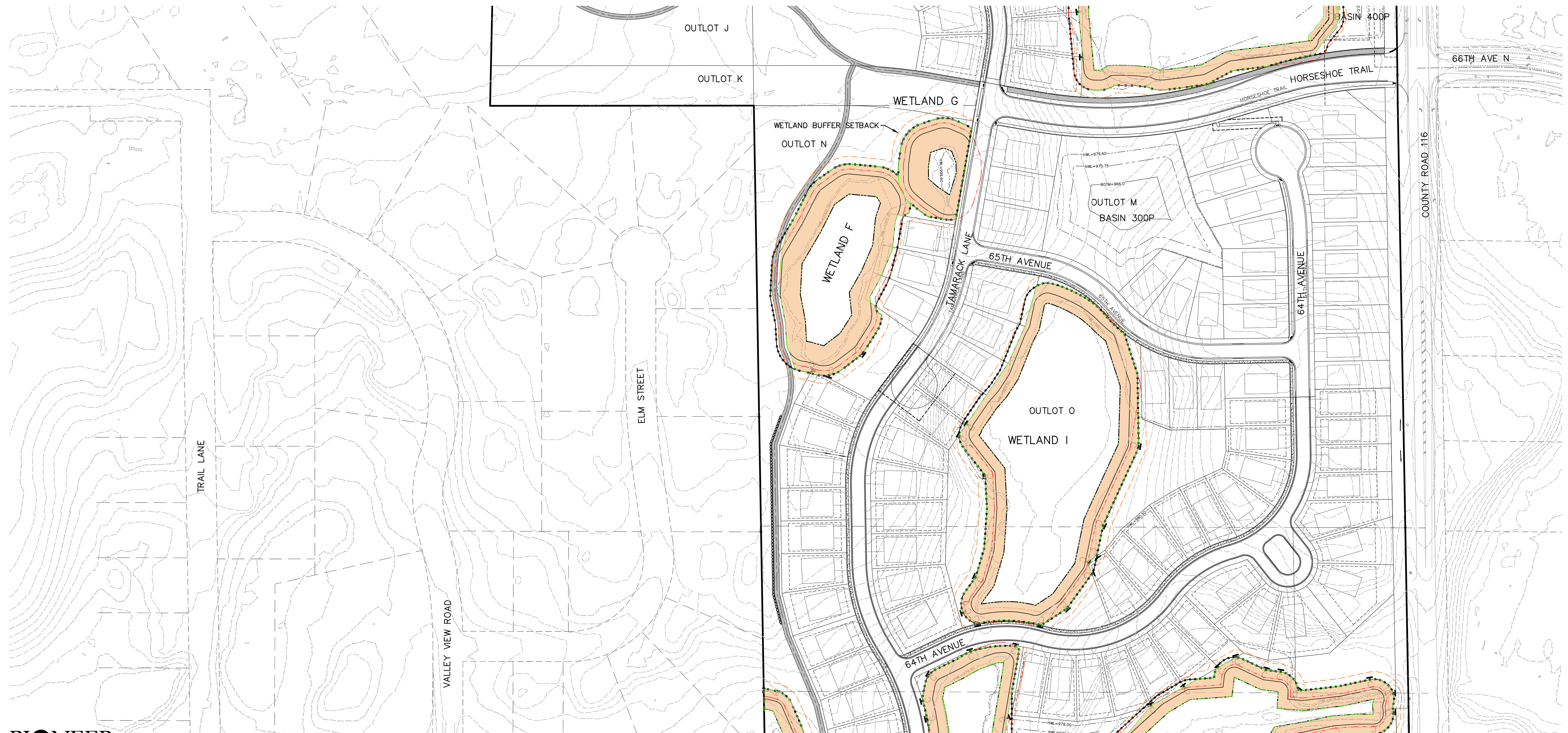
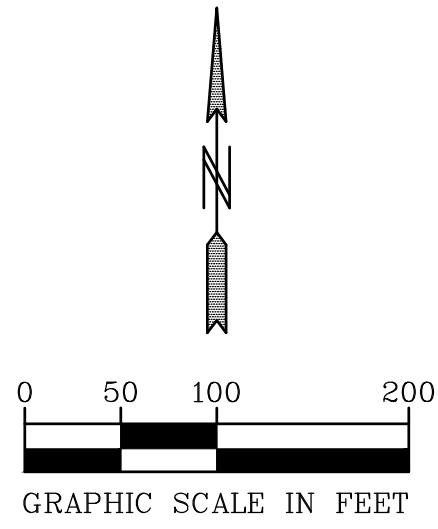
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5.03 OF 30

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-  WETLAND BUFFER MINIMUM REQ'D
-  WETLAND BUFFER AVG REQ'D
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-  WETLAND BUFFER MAX CREDIT AREA
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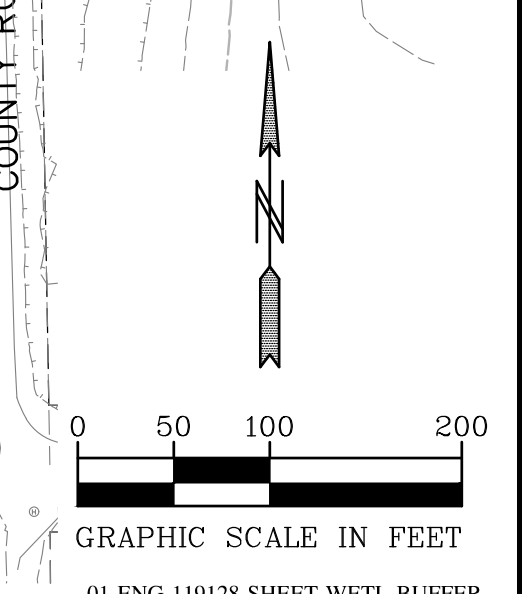
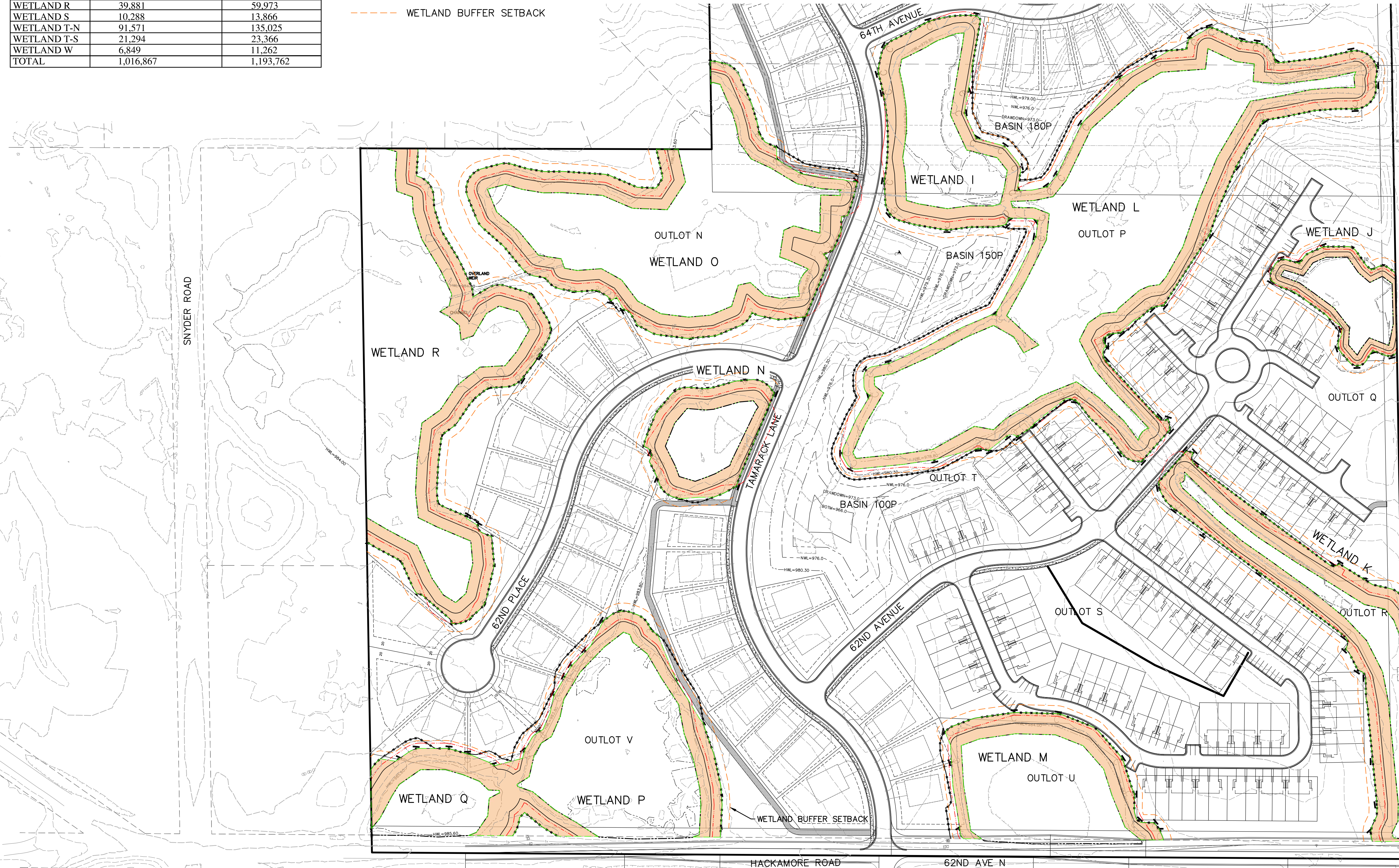
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WETLAND W	6,849	11,262
TOTAL	1,016,867	1,193,762

-  BUFFER SIGN
-  WETLAND BUFFER MINIMUM REQ'D
-  WETLAND BUFFER AVG REQ'D
-  WETLAND BUFFER PROPOSED
-  WETLAND BUFFER MAX CREDIT AREA
-  WETLAND BUFFER SETBACK



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 Paul J. Cherm
 Reg. No. 19860 Date 9-11-2020

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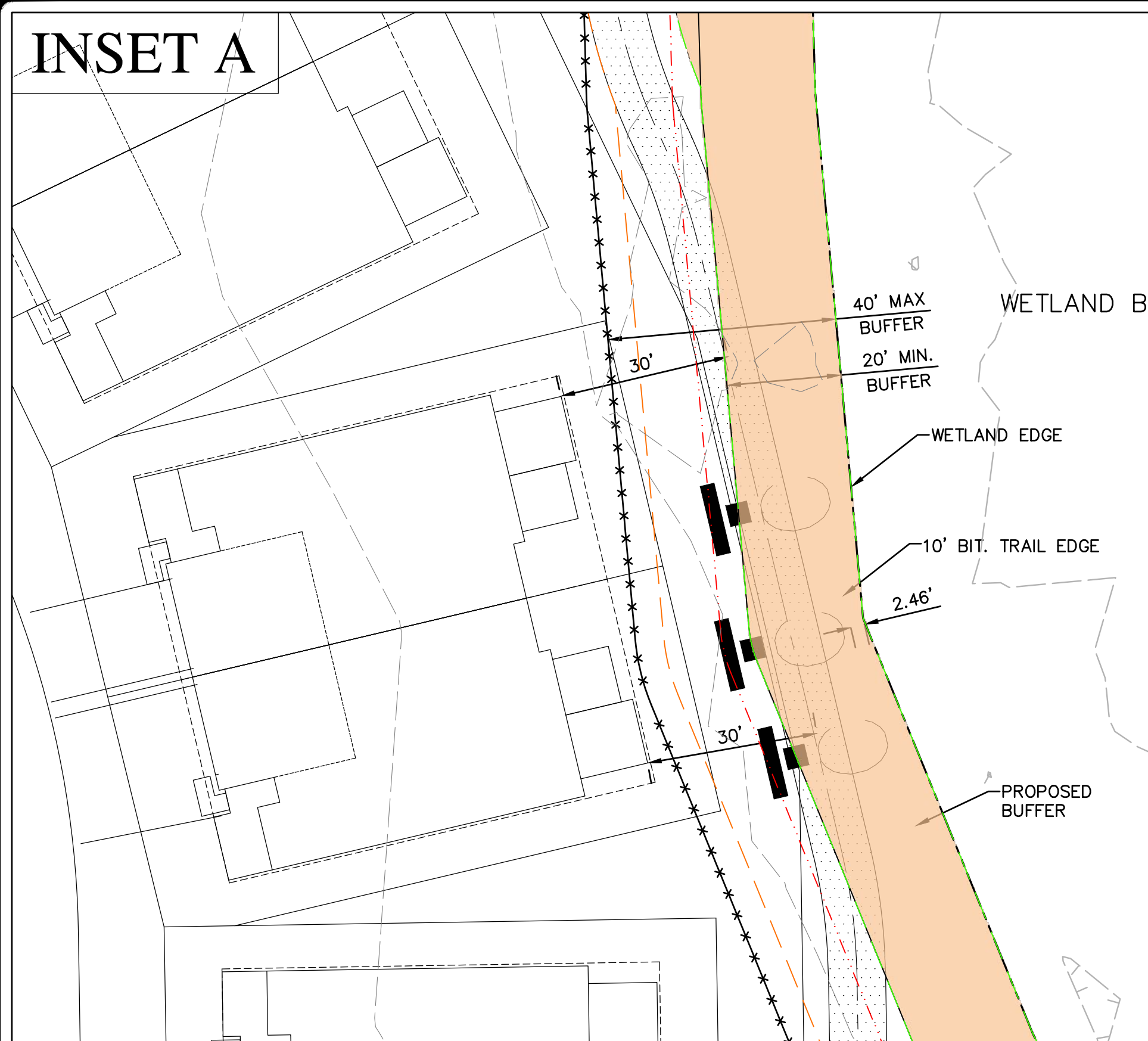
Date: 9-11-2020
 Designed: PIC/BMM
 Drawn: MPC

WETLAND BUFFER PLAN

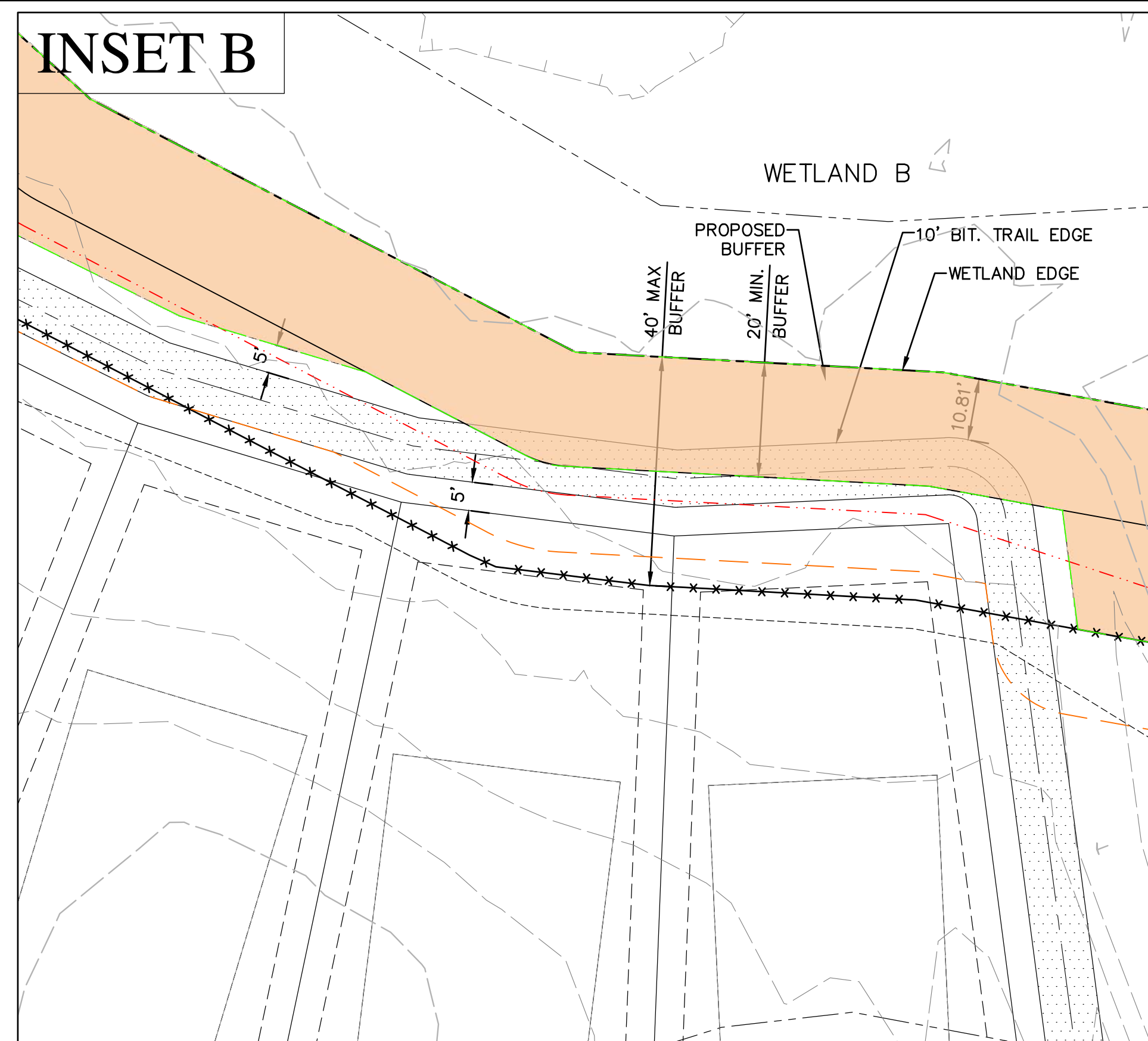
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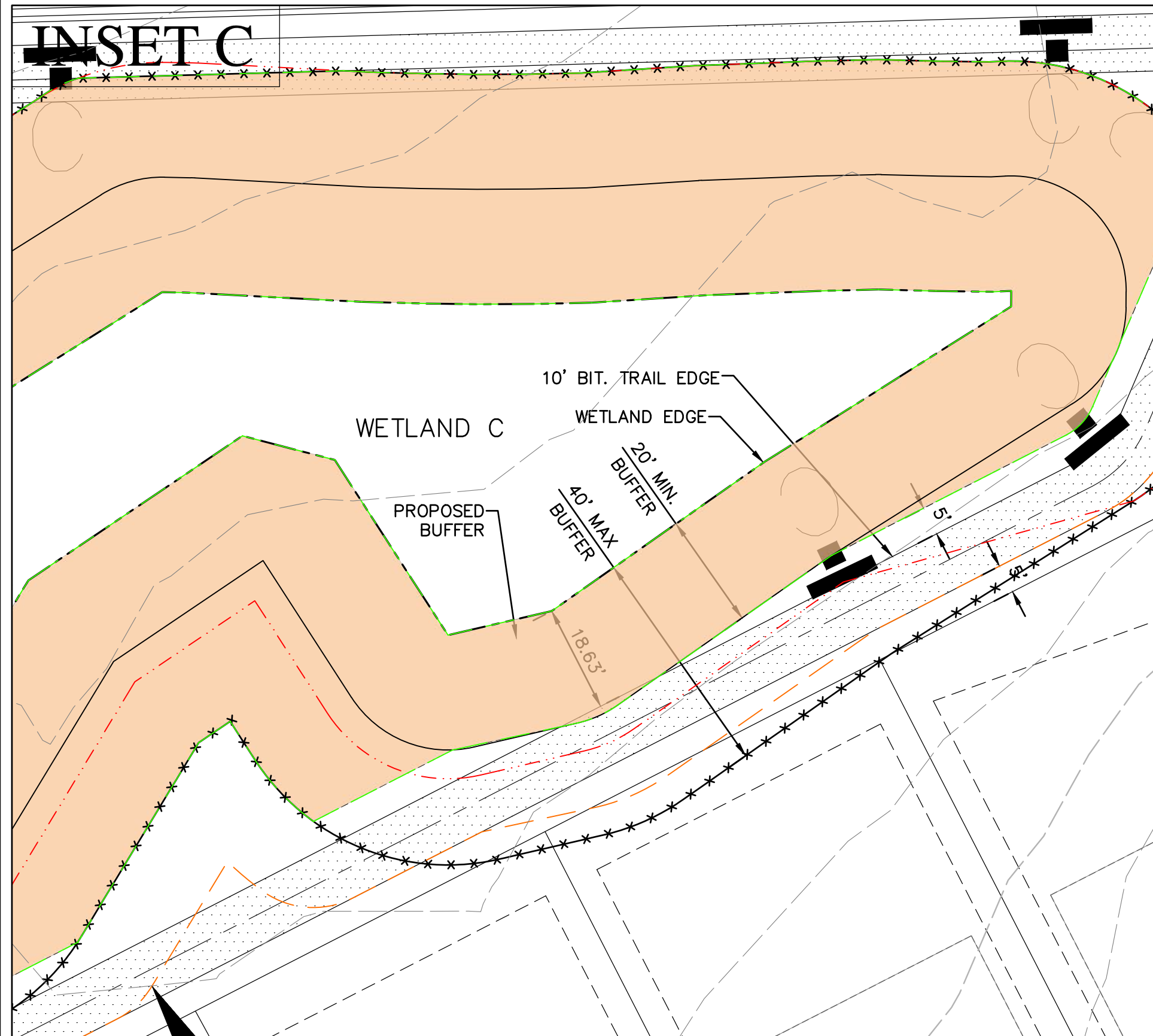
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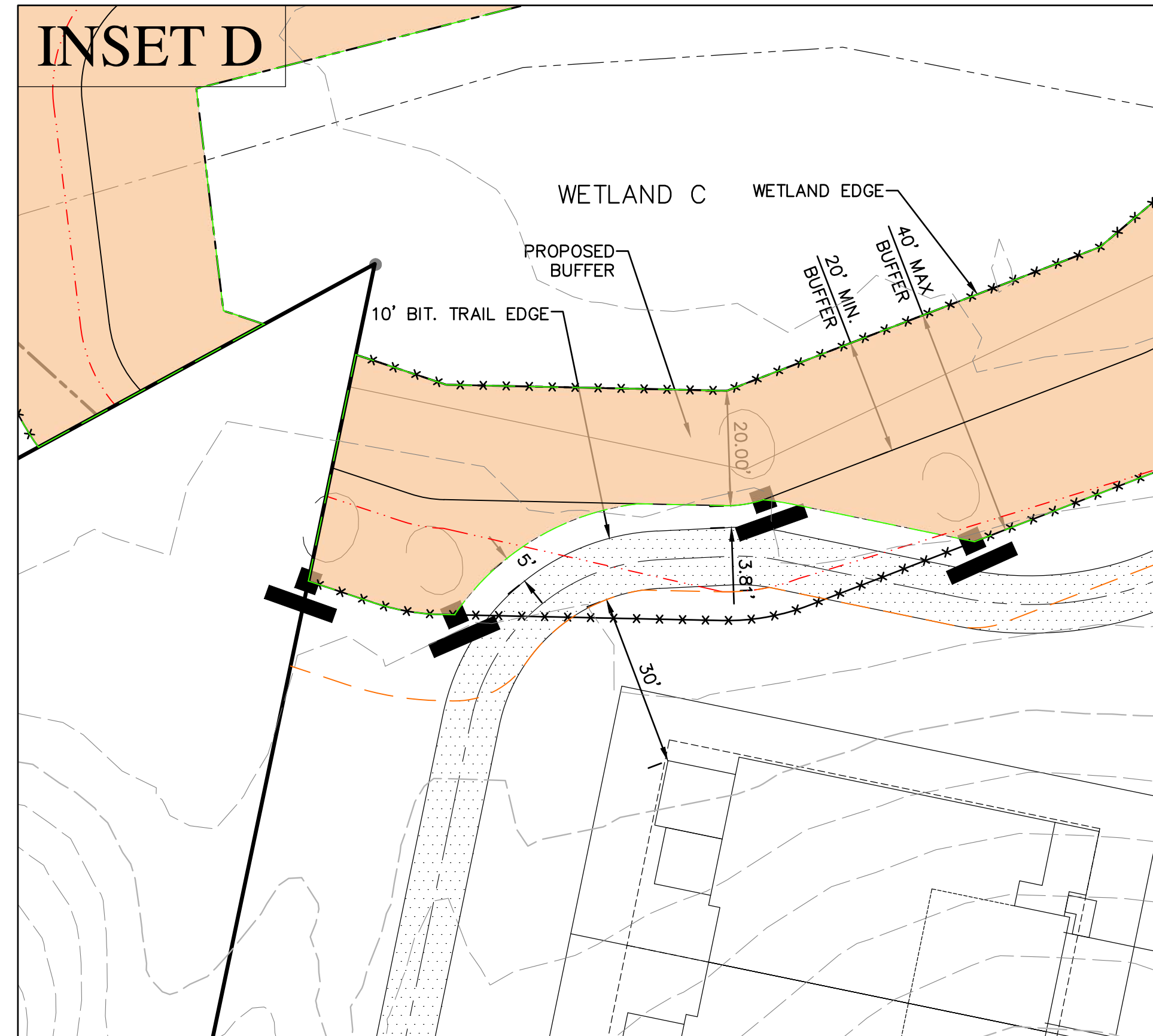
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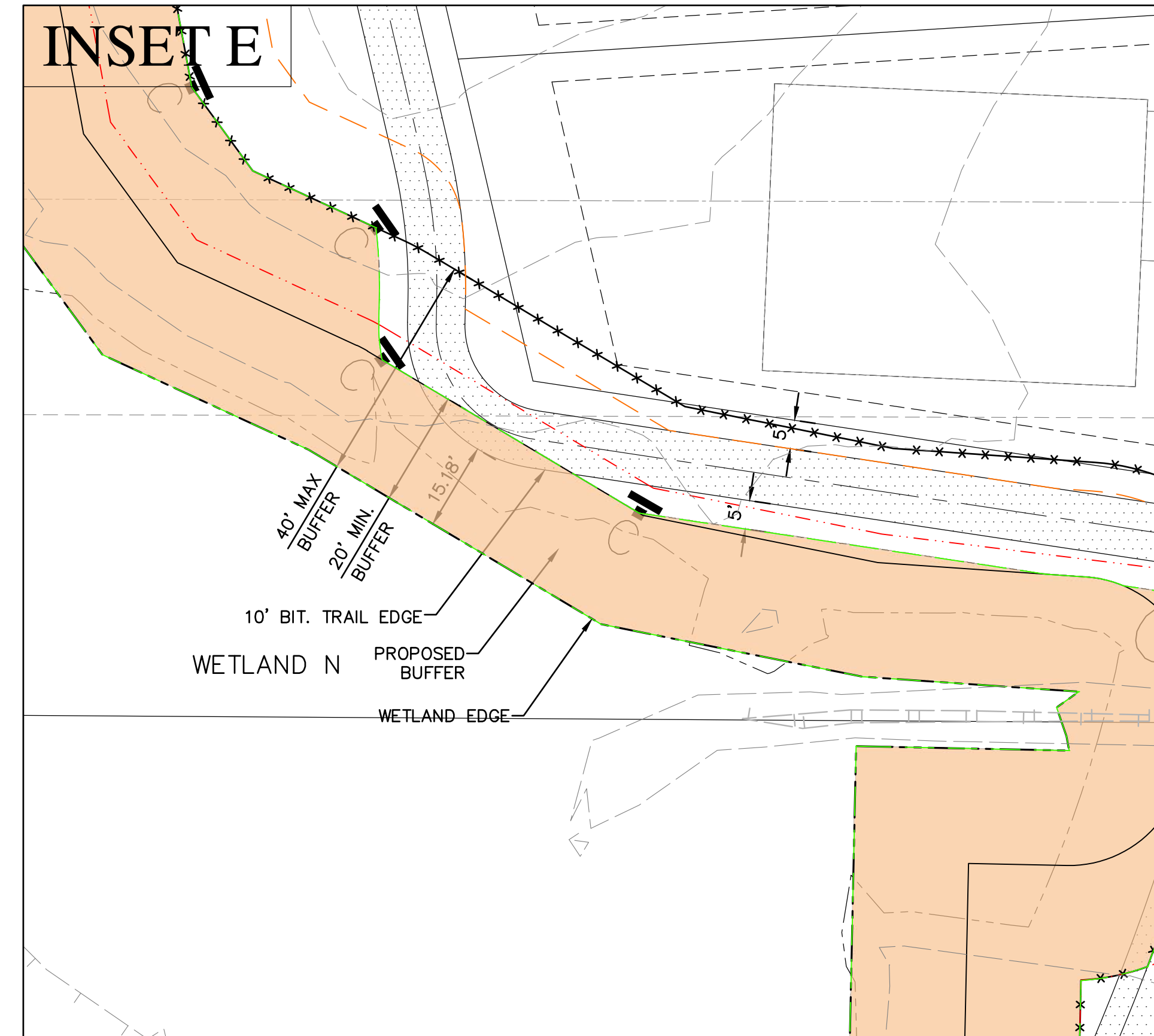
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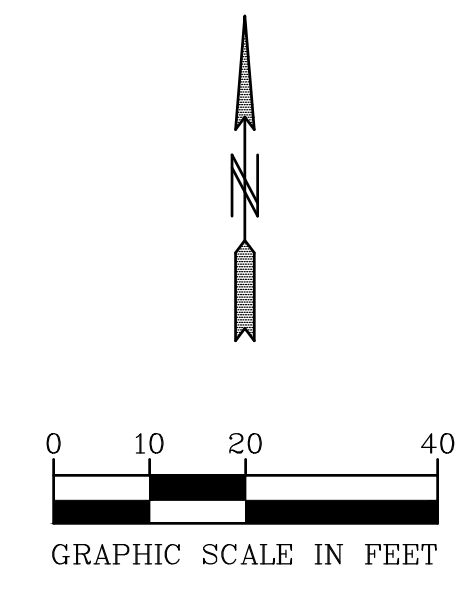
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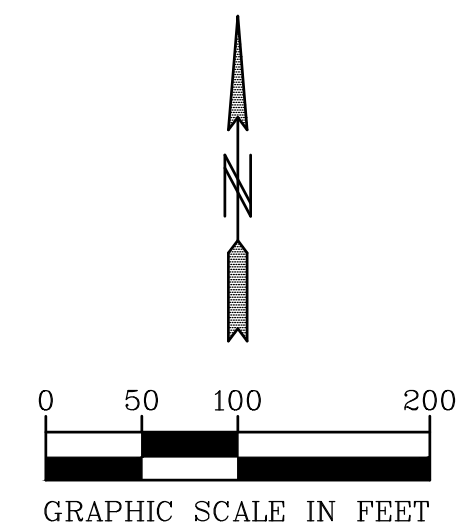
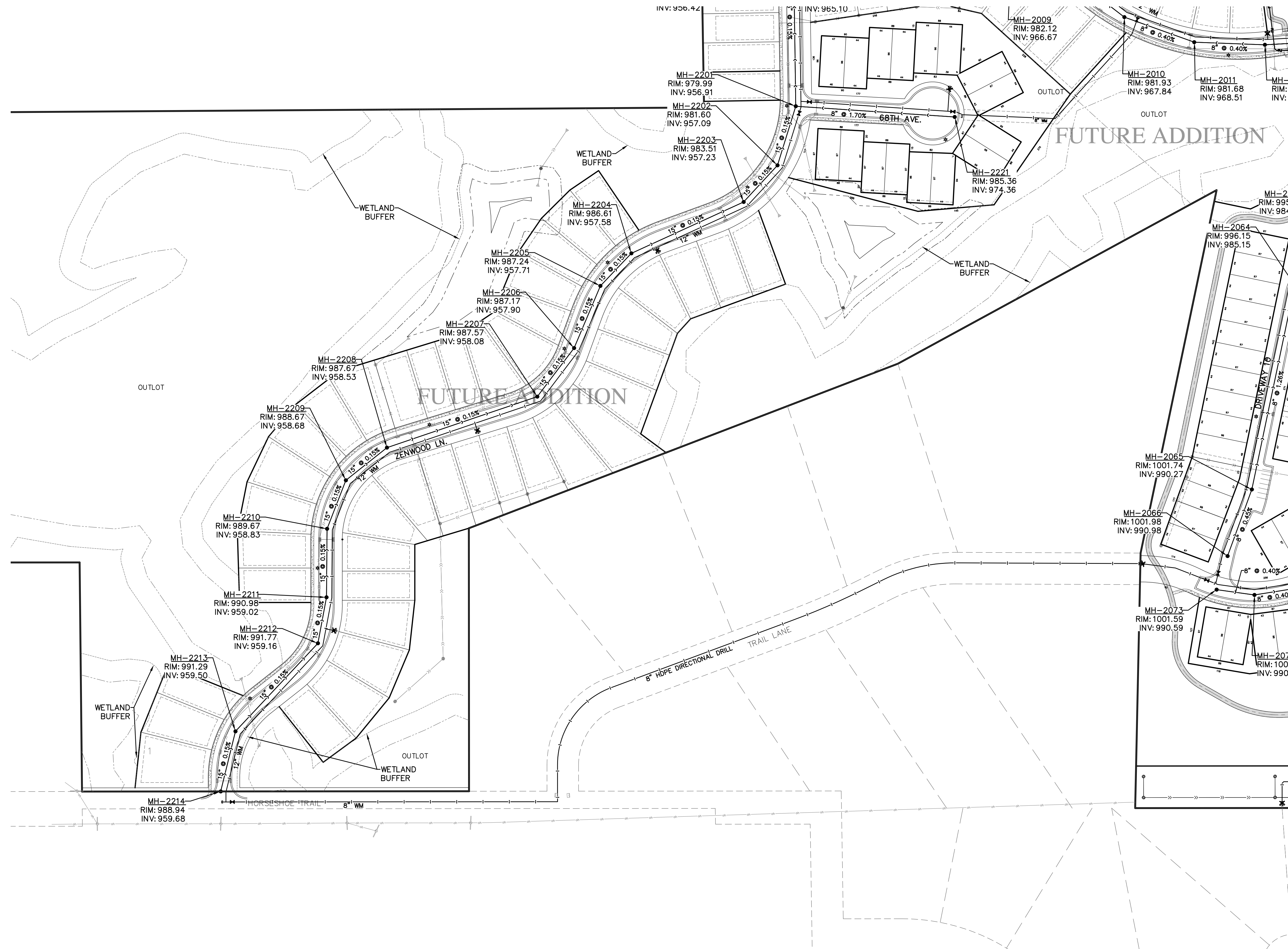


INSET E



- WETLAND BUFFER MINIMUM REQ'D
- WETLAND BUFFER AVG REQ'D
- WETLAND BUFFER PROPOSED
- WETLAND BUFFER MAX CREDIT AREA
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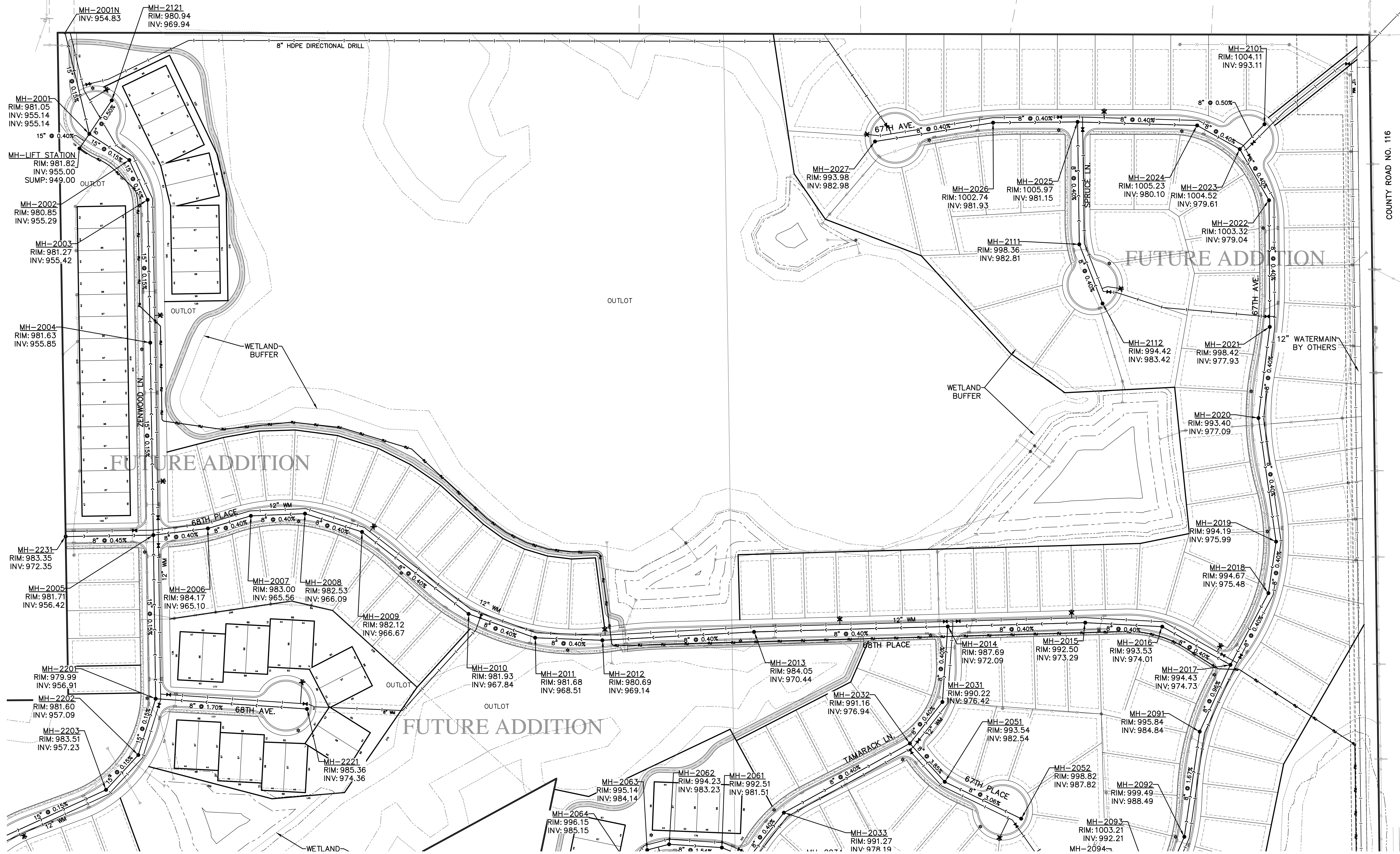
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**SANITARY SEWER & WATERMAIN
 MASTER PLAN**

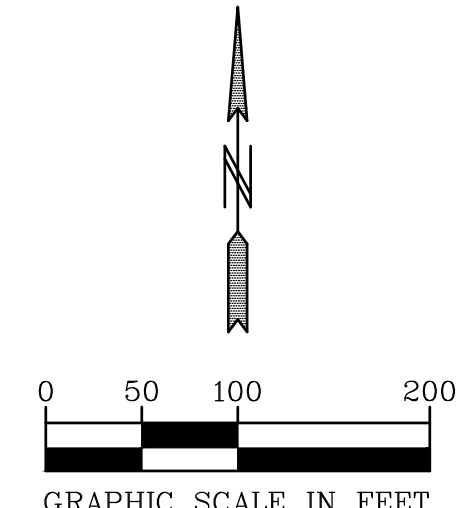
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COUNTY ROAD NO. 116



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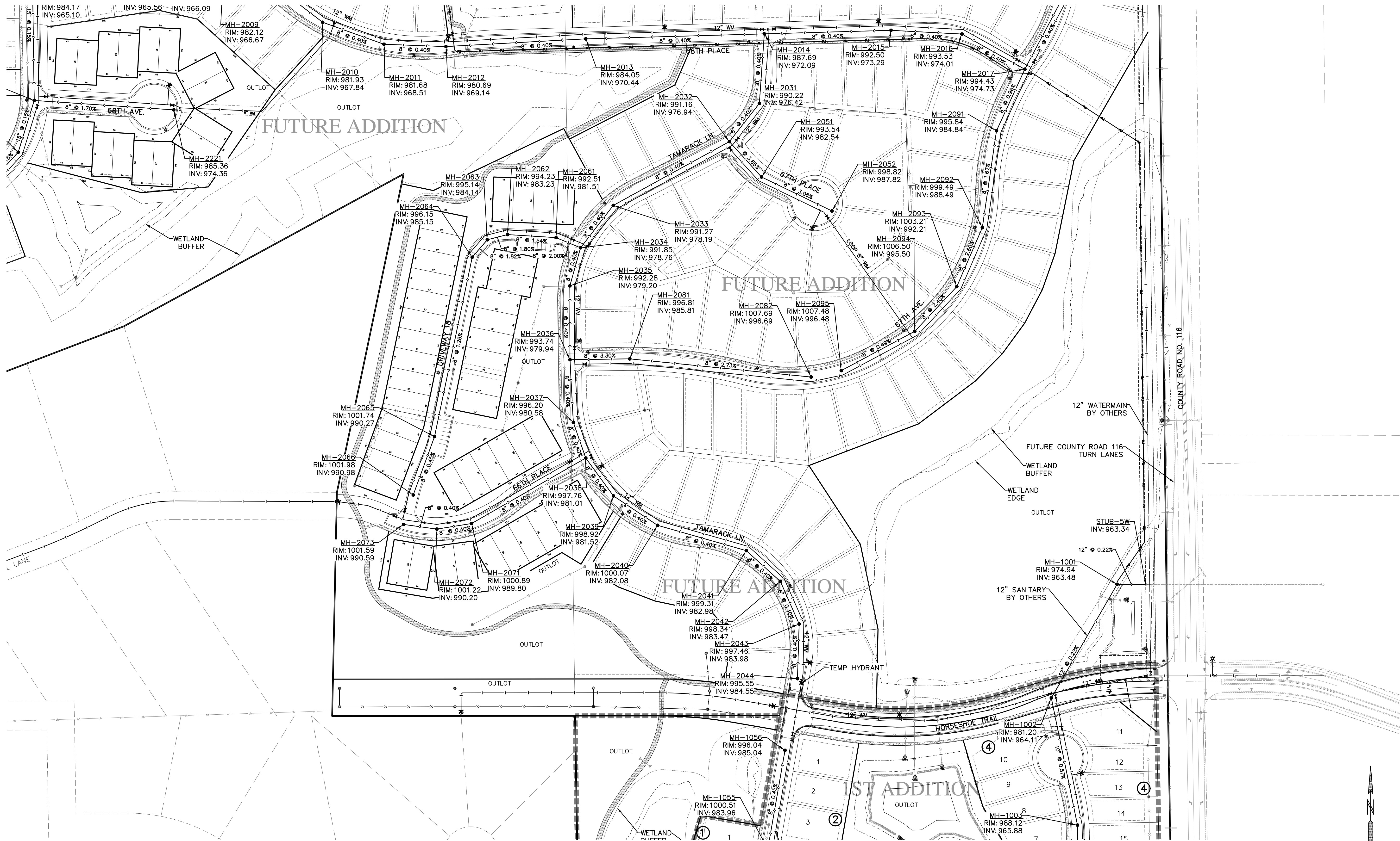
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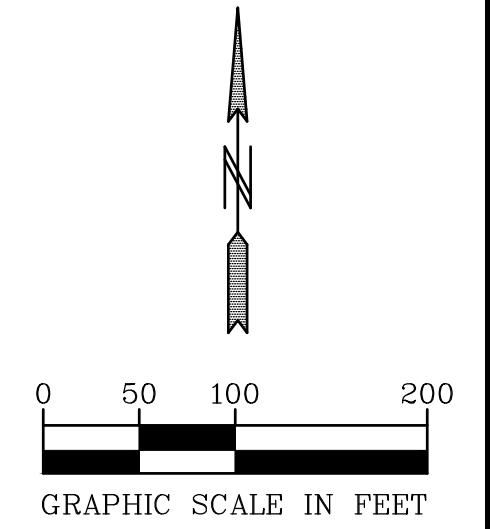
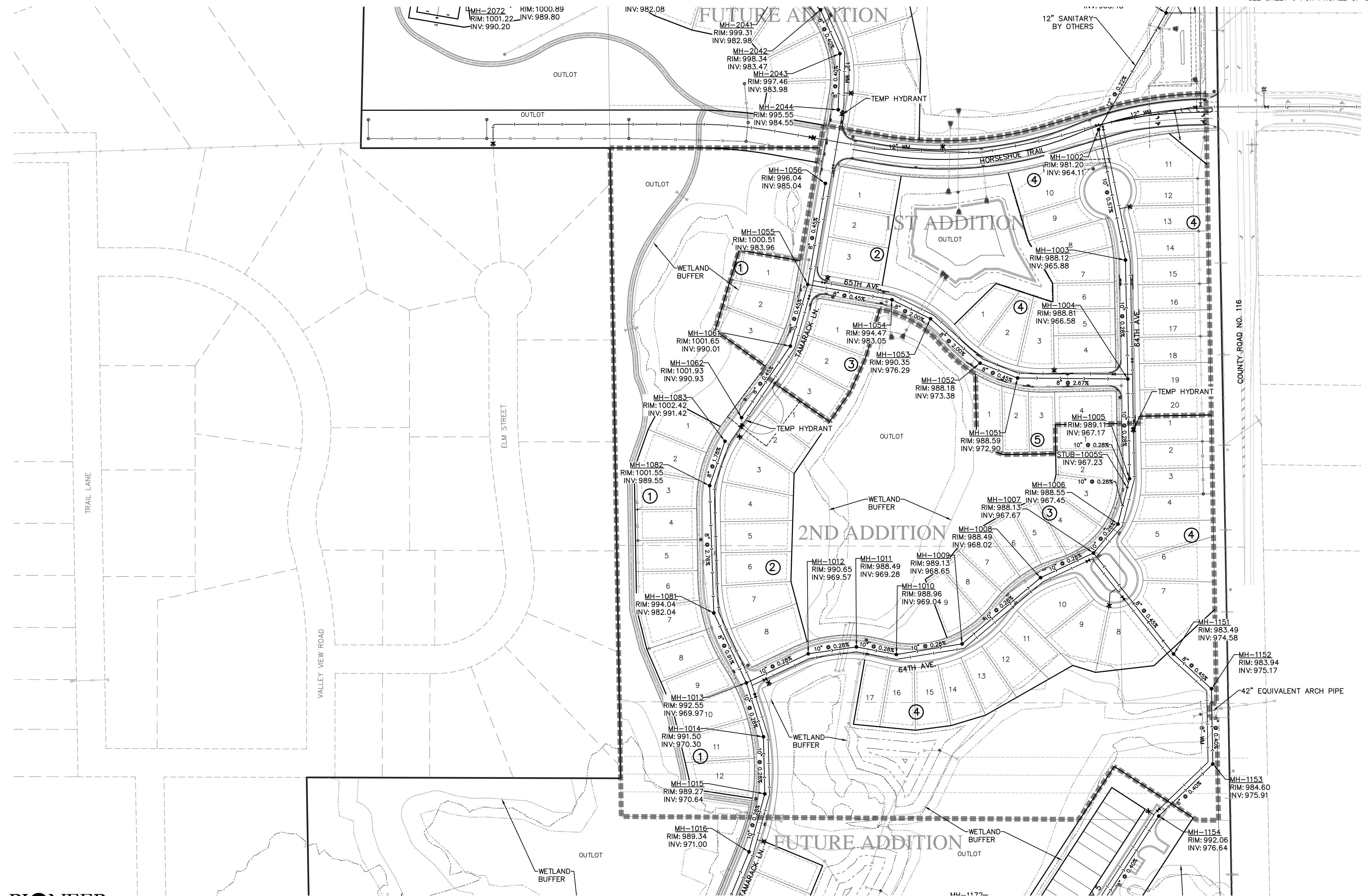
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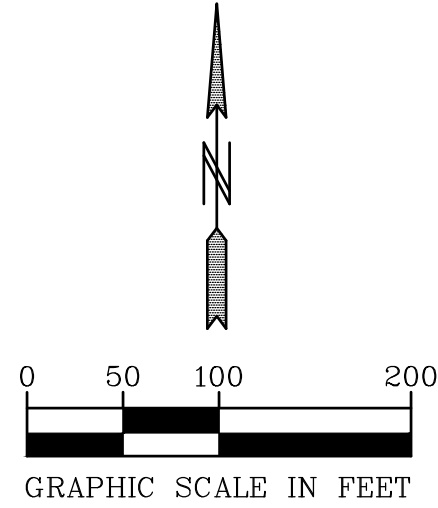
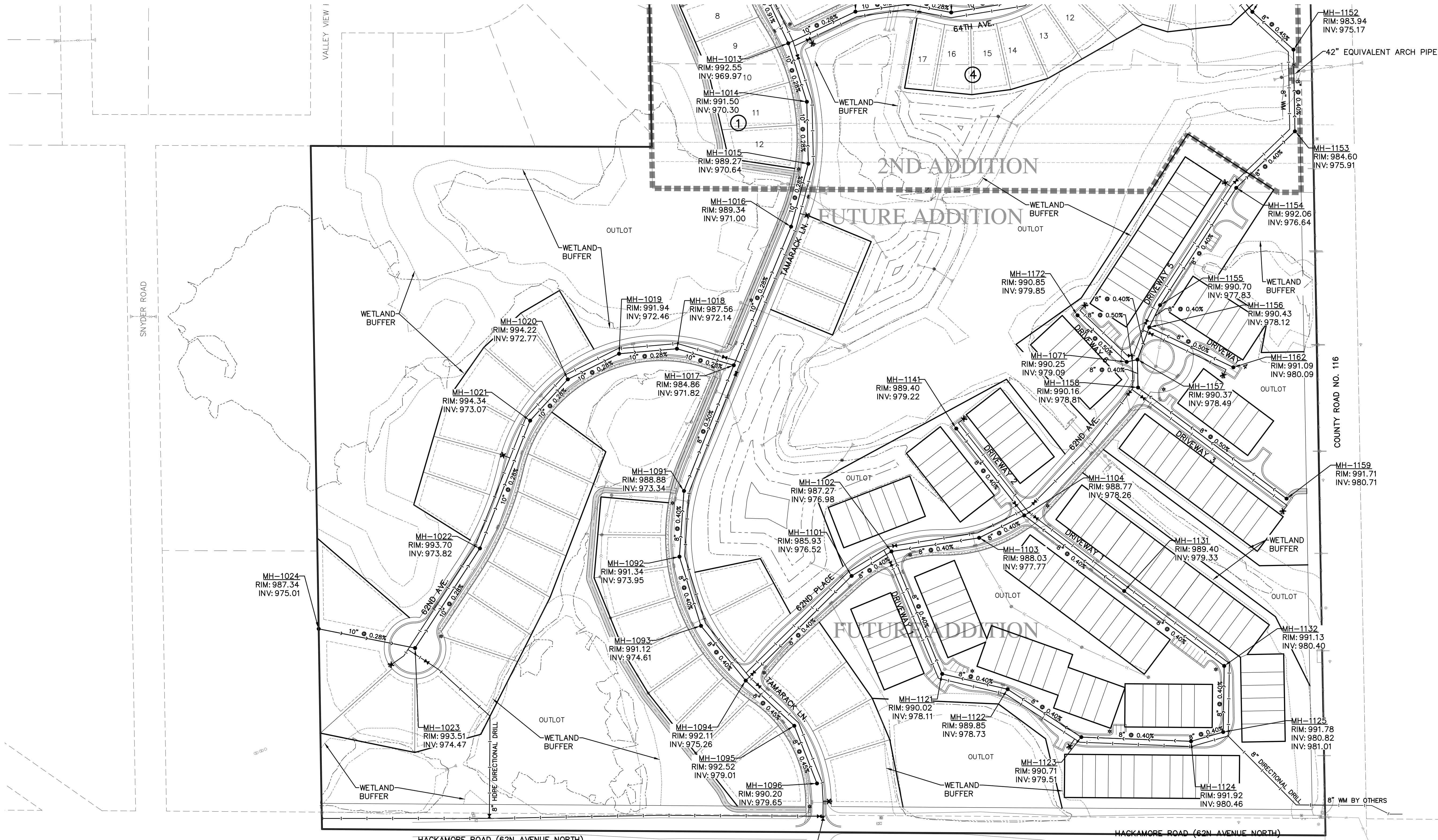
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Drawn: MPC

SANITARY SEWER & WATERMAIN MASTER PLAN

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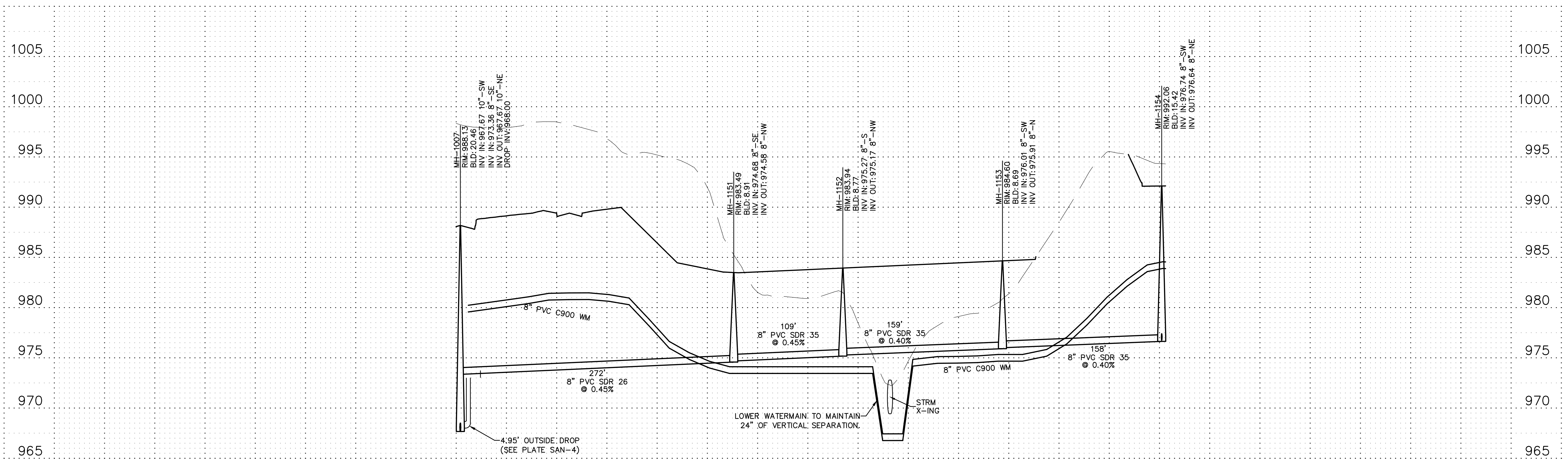
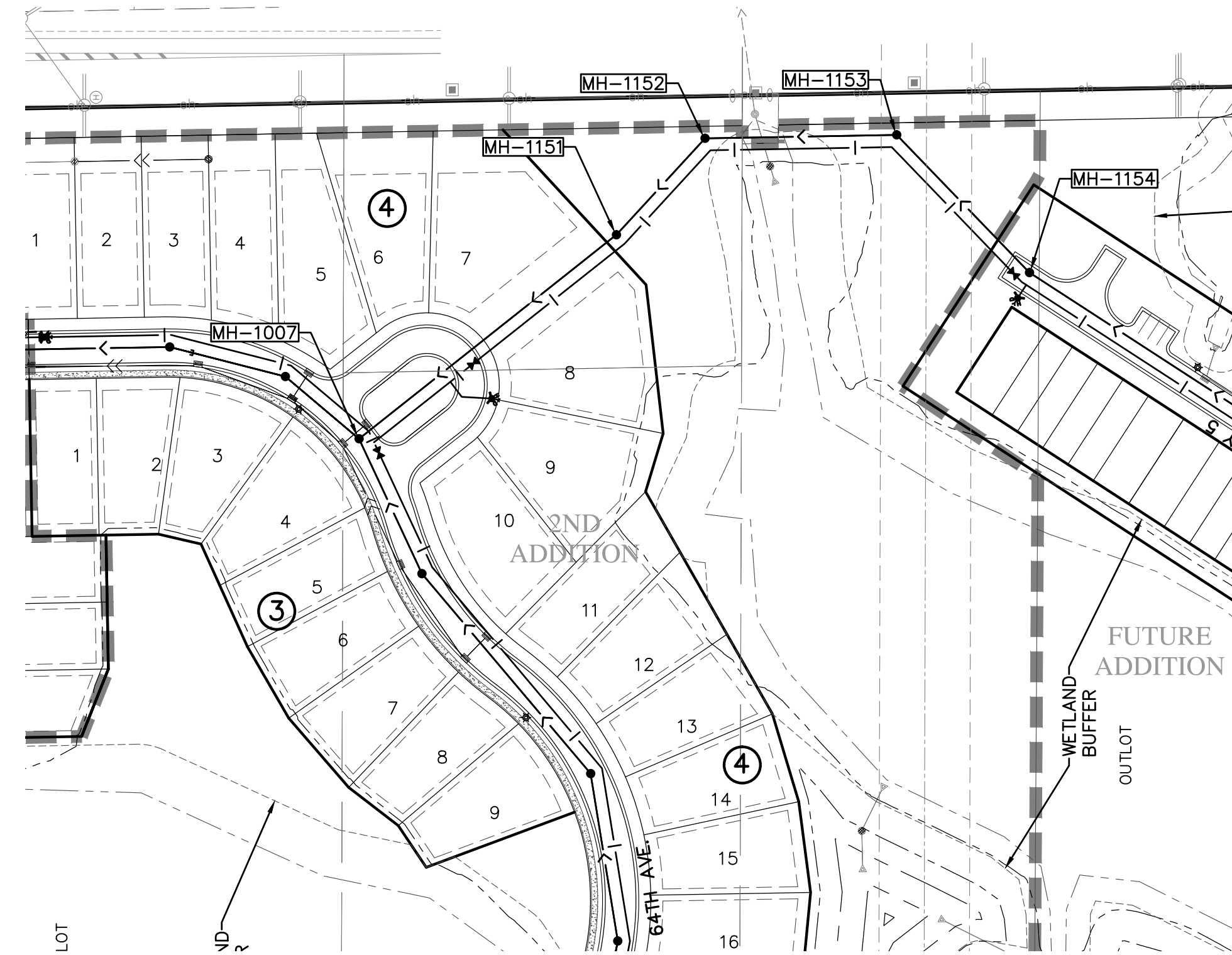
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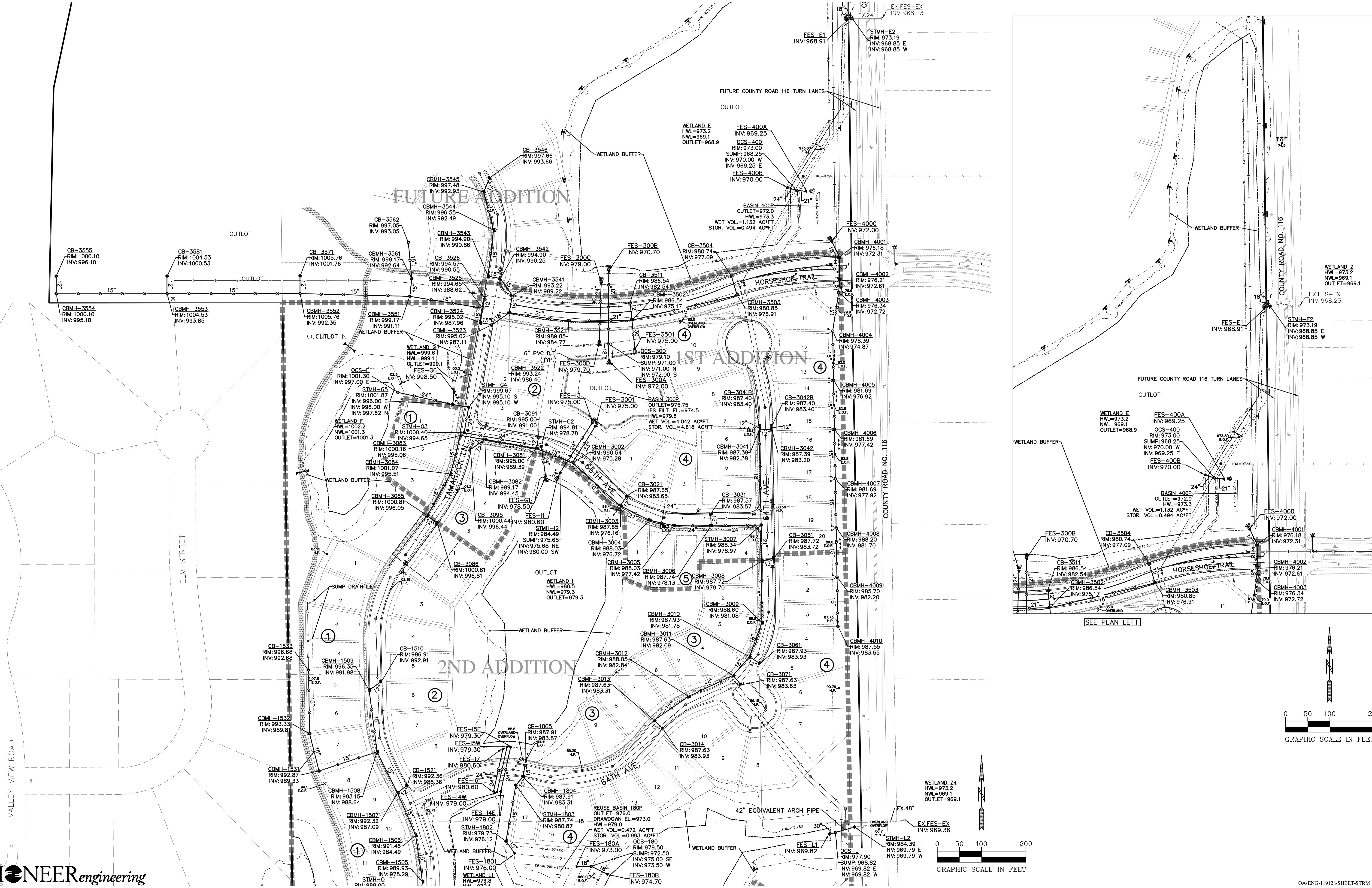
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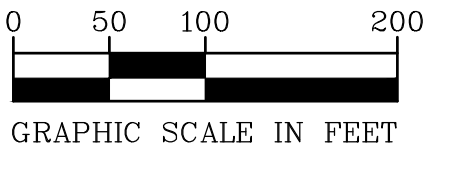
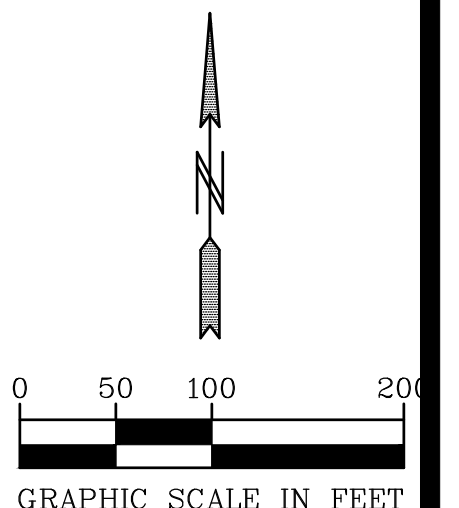
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SEE PLAN RIGHT



SEE PLAN LEFT



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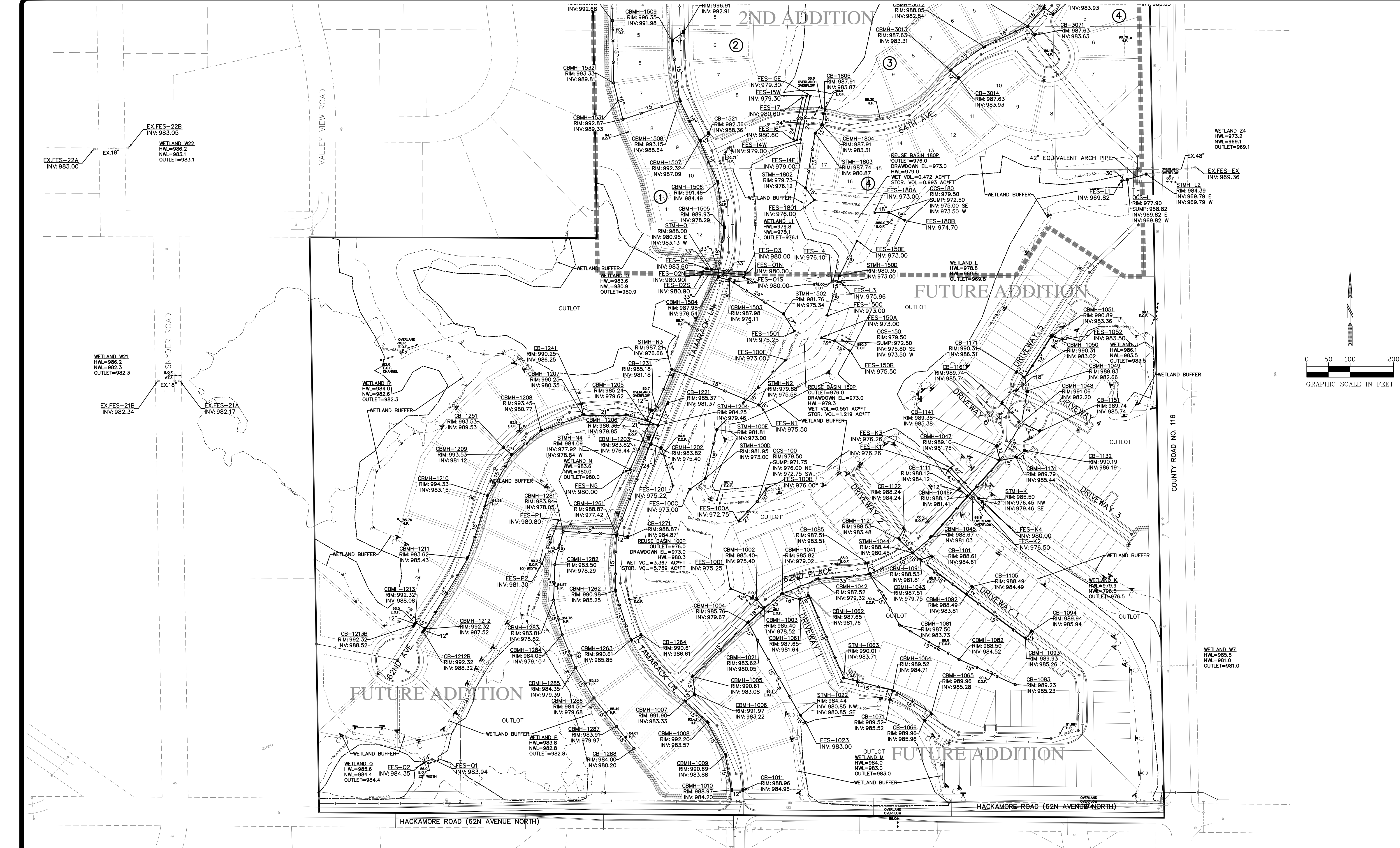
Date: 9-11-2020
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STORM SEWER CONSTRUCTION MASTER PLAN

LENNAR
 16305 36TH AVENUE NORTH
 PLYMOUTH, MINNESOTA 55446

TAVERA
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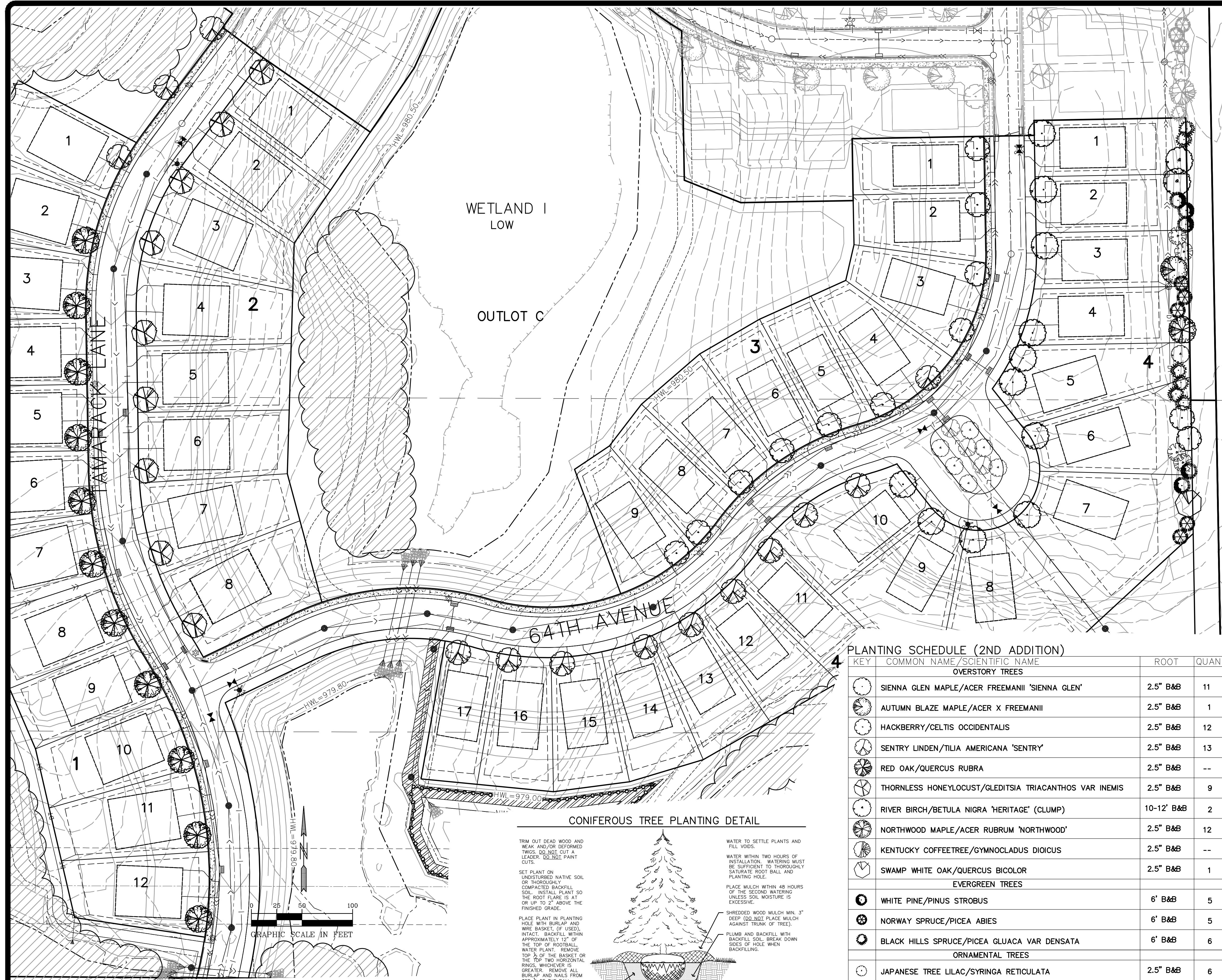
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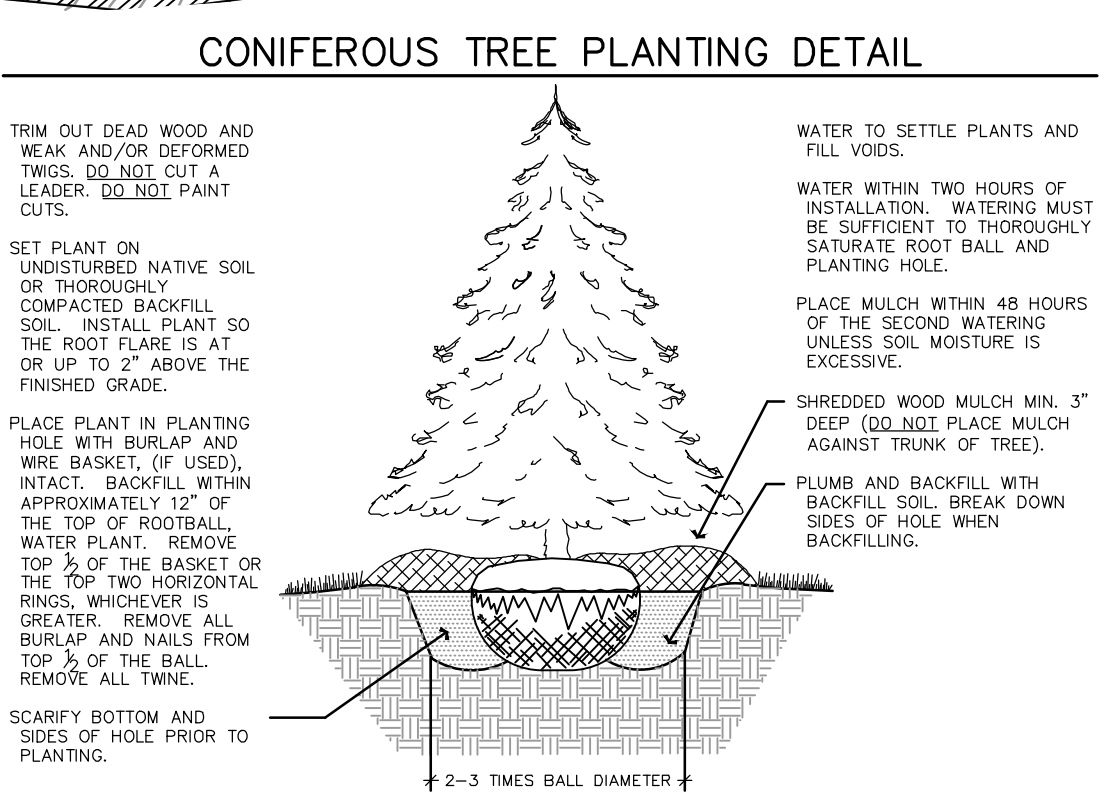
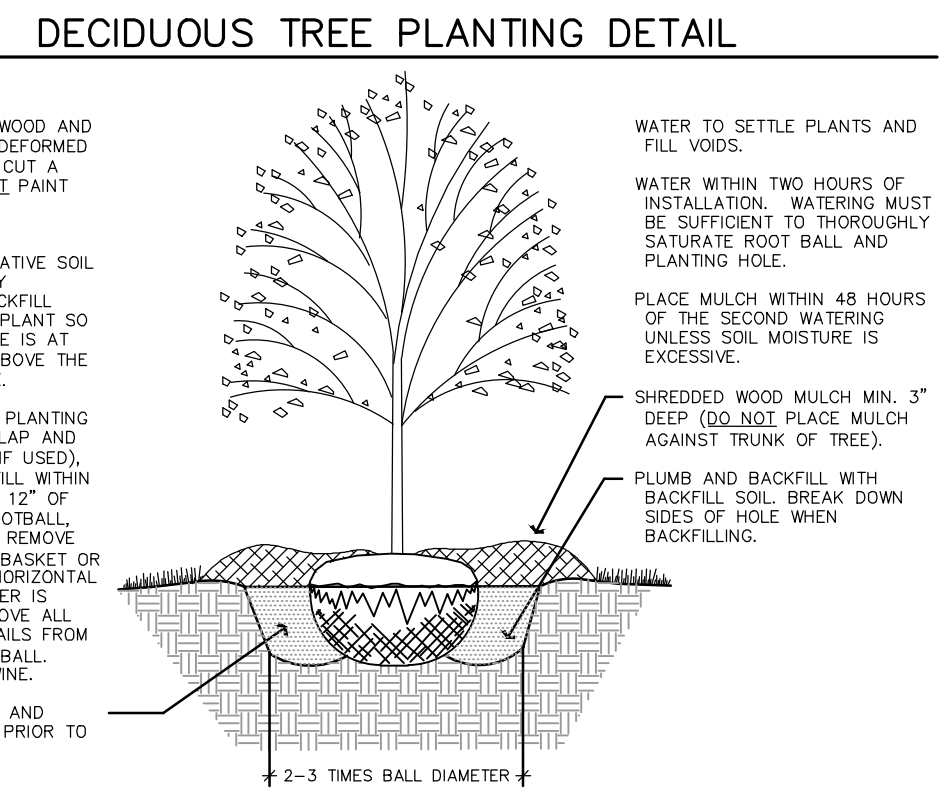
**STORM SEWER CONSTRUCTION
 MASTER PLAN**

LENNAR
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TAVERA
 CORCORAN, MINNESOTA



- ### LANDSCAPE NOTES
- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
 - THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH Gopher State One Call 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
 - GRADING TO BE PERFORMED BY OTHERS.
 - NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 - ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERMEN-AMERICAN STANDARD FOR NURSERY STOCK.
 - ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
 - DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
 - THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
 - IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
 - COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
 - THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
 - THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
 - STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.



PLANTING SCHEDULE (2ND ADDITION)

KEY	COMMON NAME / SCIENTIFIC NAME	ROOT	QUANTITY
OVERSTORY TREES			
⊙	SIENNA GLEN MAPLE/ACER FREEMANII 'SIENNA GLEN'	2.5" B&B	11
⊙	AUTUMN BLAZE MAPLE/ACER X FREEMANII	2.5" B&B	1
⊙	HACKBERRY/CELTIS OCCIDENTALIS	2.5" B&B	12
⊙	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	2.5" B&B	13
⊙	RED OAK/QUERCUS RUBRA	2.5" B&B	--
⊙	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS VAR INEMIS	2.5" B&B	9
⊙	RIVER BIRCH/BETULA NIGRA 'HERITAGE' (CLUMP)	10-12' B&B	2
⊙	NORTHWOOD MAPLE/ACER RUBRUM 'NORTHWOOD'	2.5" B&B	12
⊙	KENTUCKY COFFEETREE/GYMNOCALDUS DIOICUS	2.5" B&B	--
⊙	SWAMP WHITE OAK/QUERCUS BICOLOR	2.5" B&B	1
EVERGREEN TREES			
⊙	WHITE PINE/PINUS STROBUS	6' B&B	5
⊙	NORWAY SPRUCE/PICEA ABIES	6' B&B	5
⊙	BLACK HILLS SPRUCE/PICEA GLUACA VAR DENSATA	6' B&B	6
ORNAMENTAL TREES			
⊙	JAPANESE TREE LILAC/SYRINGA RETICULATA	2.5" B&B	6
⊙	PRAIRIE FIRE CRAB/MALUS 'PRAIRIE FIRE'	2.5" B&B	3
⊙	SERVICEBERRY/AMELANCHIER LAEVIS	2.5" B&B	4

CITY LANDSCAPE REQUIREMENTS (OVERALL SITE)
 ONE TREE/DWELLING UNIT (549 UNITS): 549 TREES

LANDSCAPE BUFFER ALONG COUNTY ROAD 116 (FOR SETBACK REDUCTION AREAS ENTIRE PROJECT):
 A MINIMUM OF 1 OVERSTORY TREE, 1 CONIFEROUS TREE, 2 ORNAMENTAL TREES, AND 10 SHRUBS PER 100'.
 2,900 LF OF BUFFER PROPOSED ALONG COUNTY ROAD 116

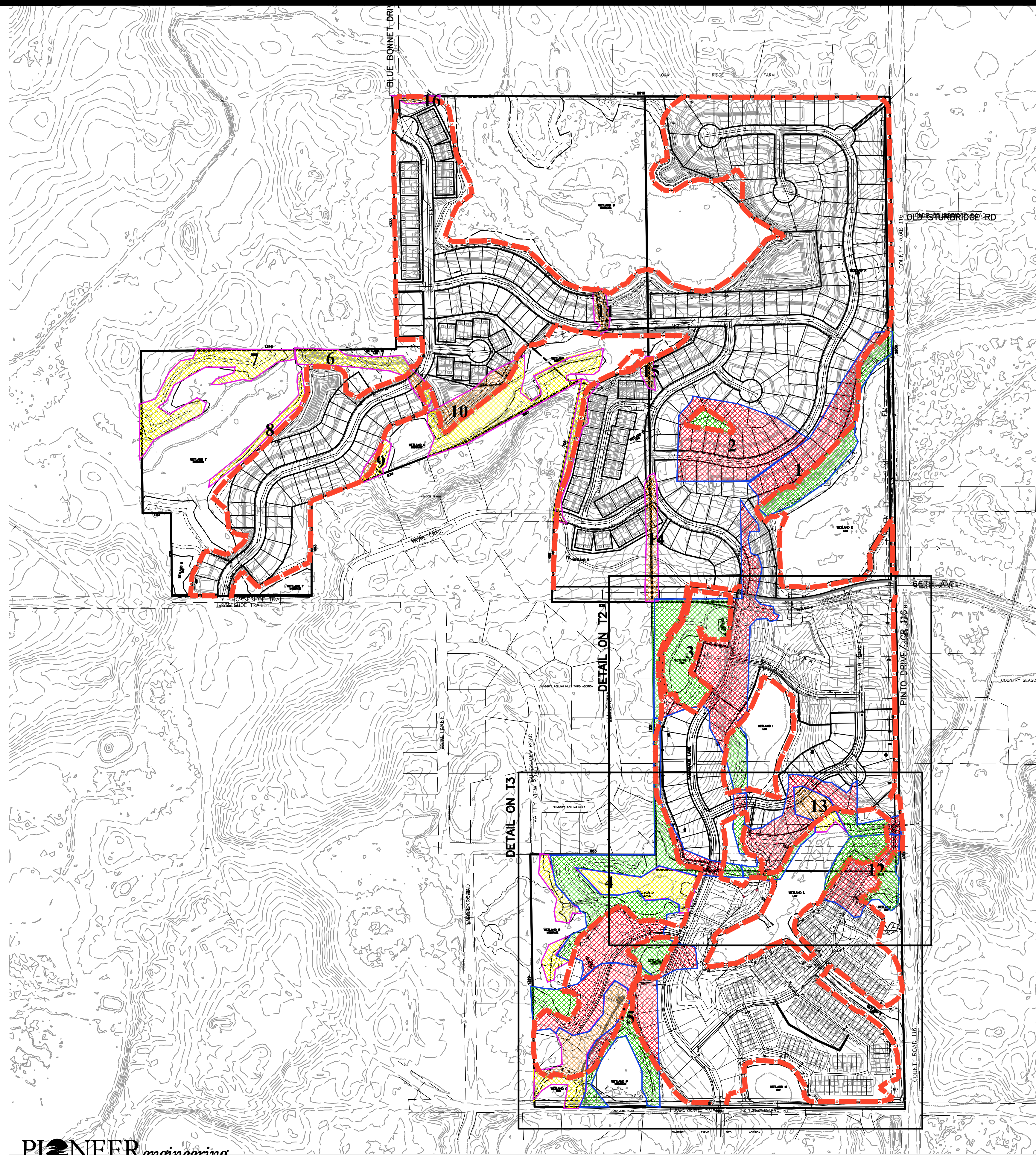
REQUIRED TREES:
 29 OVERSTORY TREES
 29 CONIFER TREES
 58 ORNAMENTAL TREES
 290 SHRUBS

PROPOSED TREES:
 47 OVERSTORY TREES
 96 CONIFER TREES
 48 ORNAMENTAL TREES

TOTAL REQUIRED TREES: 665
 TOTAL PROPOSED TREES: 1,060
 TOTAL PROPOSED TREES FIRST ADDITION: 103
 TOTAL PROPOSED TREES SECOND ADDITION: 90



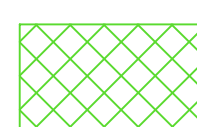





TREE LOCATIONS MAY BE ADJUSTED TO TO ACCOMMODATE FINAL HOME DESIGNS AND DRIVEWAY LOCATIONS.

IRRIGATION AND LANDSCAPING MAINTENANCE IS THE RESPONSIBILITY OF THE HOA INCLUDING CUL DE SAC ISLANDS, COMMON AREAS, SIDEWALKS, AND WETLAND/POND BUFFER AREAS.

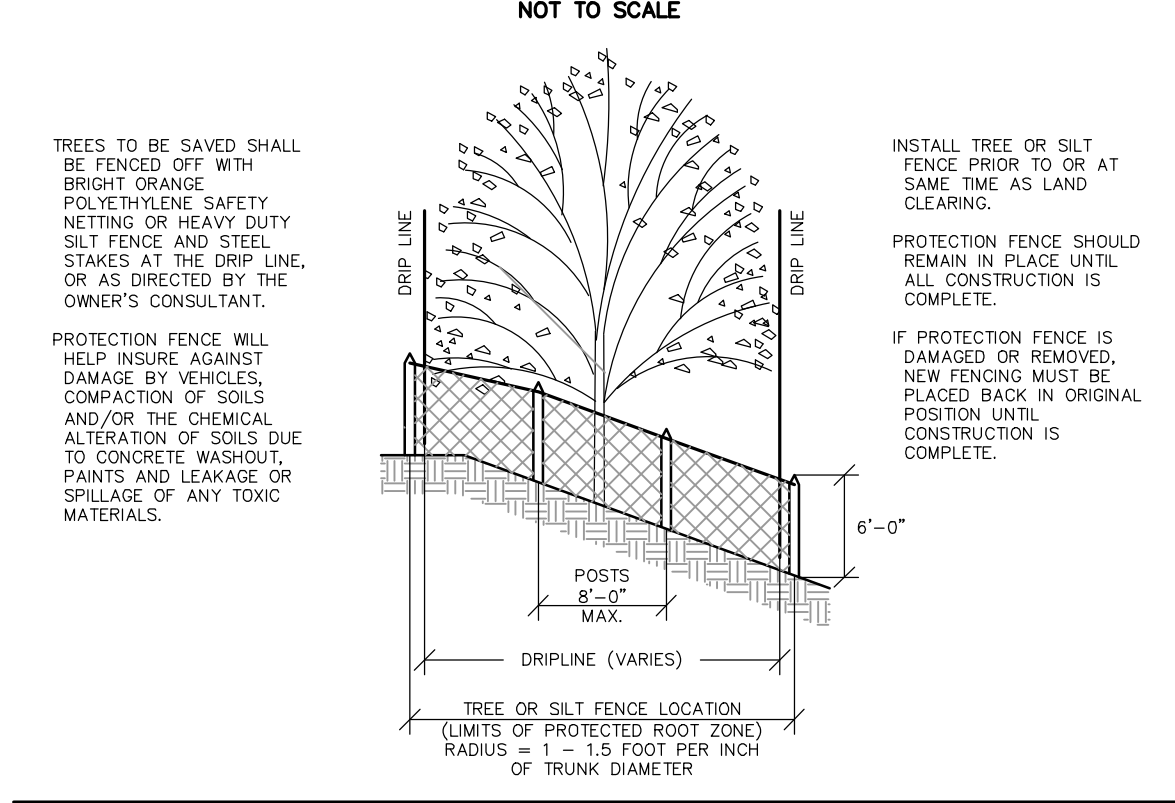


TOTAL TREE AREAS OUTLINED IN BLUE AND PINK: 57.5 ACRES
 TOTAL SAVED TREES HATCHED IN YELLOW AND GREEN: 29.3 ACRES (51.0%)

SEE "WOODLAND ASSESSMENT COUNTY ROAD 116 PROPERTIES" DOCUMENT COMPLETED OCTOBER 28, 2019 FOR A FORESTER'S INVENTORY AND ANALYSIS OF EXISTING WOODLANDS ON SITE.

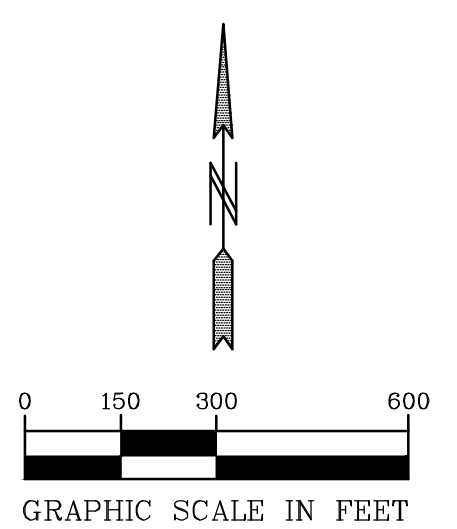
-  ECOLOGICALLY SIGNIFICANT AREAS (2040 COMPREHENSIVE PLAN)
39.5 ACRES
-  REMOVED ECOLOGICALLY SIGNIFICANT AREAS (POST DEVELOPMENT AS PROPOSED)
22.6 ACRES (57.2%)
-  SAVED ECOLOGICALLY SIGNIFICANT AREAS (POST DEVELOPMENT AS PROPOSED)
16.9 ACRES (42.8%)
-  ADDITIONAL WOODLAND AREAS (NOT NOTED IN COMP PLAN)
18 ACRES
-  REMOVED ADDITIONAL WOODLAND AREAS (POST DEVELOPMENT AS PROPOSED)
5.6 ACRES (31.1%)
-  SAVED ADDITIONAL WOODLAND AREAS (POST DEVELOPMENT AS PROPOSED)
12.4 ACRES (68.9%)
-  EROSION CONTROL/TREE PRESERVATION FENCING (36,902 LF)
-  WOODLAND AREA NUMBER AS PER WOODLAND ASSESSMENT DOCUMENT

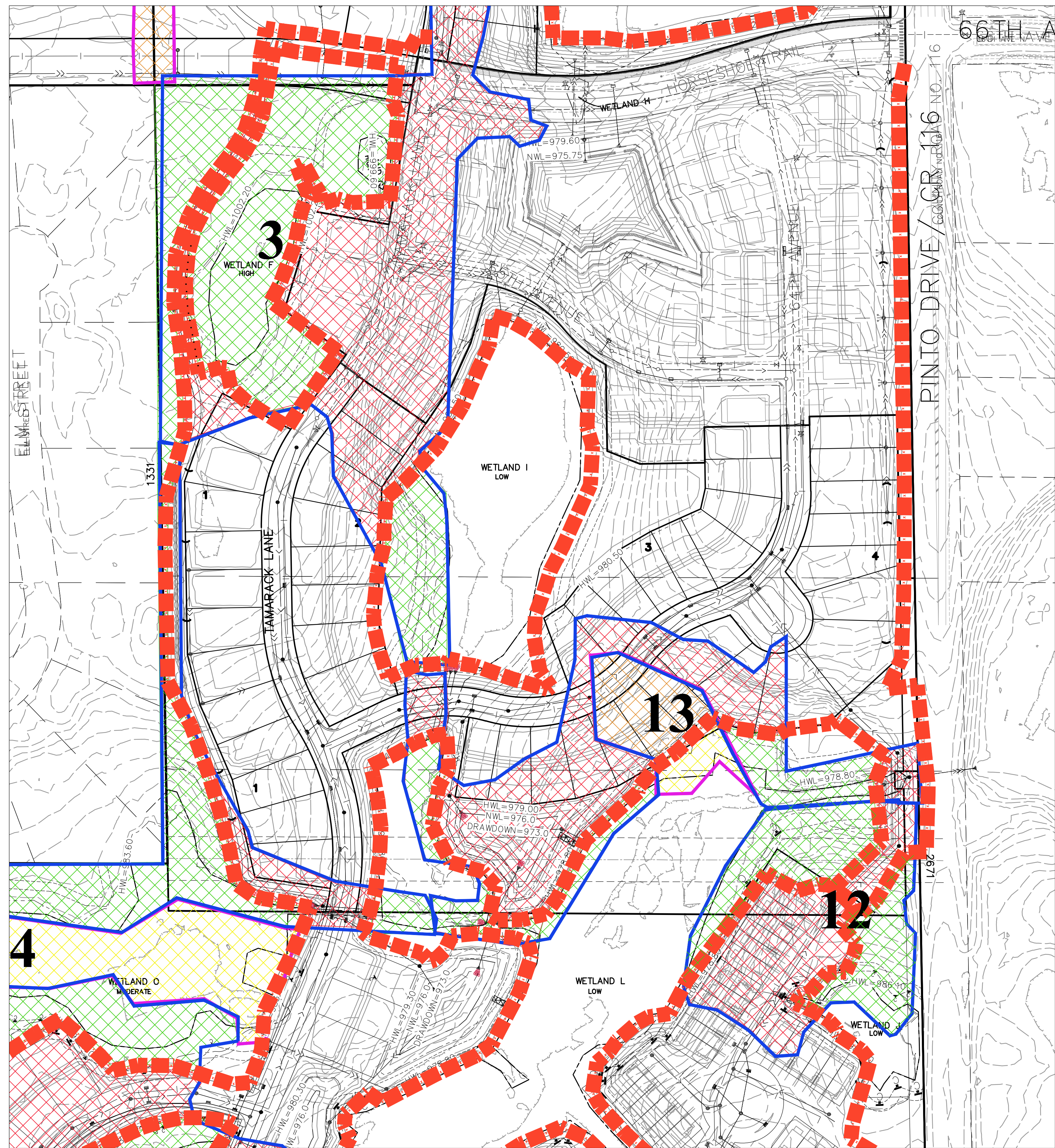
TREE PROTECTION DETAIL



TREE PRESERVATION NOTES



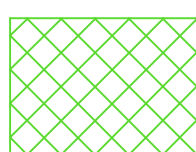




- BEFORE LAND CLEARING BEGINS, CONTRACTOR SHOULD MEET WITH THE CONSULTANT ON SITE TO REVIEW ALL WORK PROCEDURES, ACCESS ROUTES, STORAGE AREAS, AND TREE PROTECTION MEASURES.
- NO FILL SHOULD BE PLACED AGAINST THE TRUNK, ON THE ROOT CROWN, OR WITHIN THE DRIP LINE AREA OF ANY TREES THAT ARE TO BE SAVED.
- NO GRADING, TRENCHING OR PLACEMENT OF EQUIPMENT IS ALLOWED IN THE TREE PROTECTION AREA.
- WORK PERFORMED WITHIN THE TREE PROTECTION AREA SHOULD BE DONE BY HAND AND UNDER THE SUPERVISION OF THE CONSULTING ARBORIST.
- PRUNING OF OAK TREES MUST NOT TAKE PLACE FROM APRIL 15 TO JULY 15 TO PREVENT THE SPREAD OF OAK WILT DISEASE.
- IF WOUNDING OF OAK TREES OCCUR ANYTIME BETWEEN APRIL TO AUGUST, A NON-TOXIC WOUND DRESSING MUST BE APPLIED IMMEDIATELY, (EXCAVATORS MUST HAVE A NON-TOXIC TREE WOUND DRESSING WITH THEM ON DEVELOPMENT SITES).





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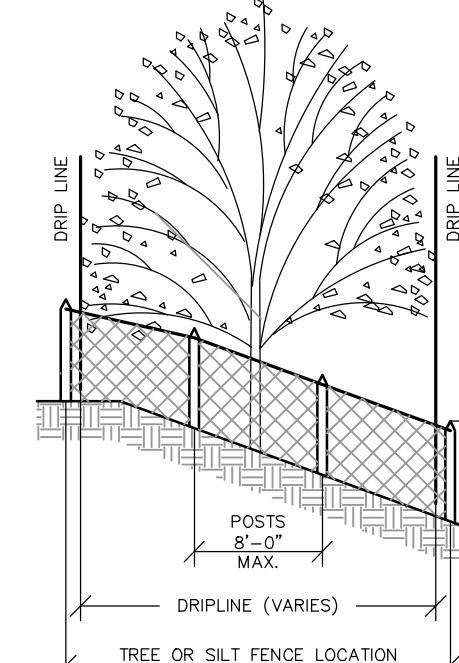
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- 2** WOODLAND AREA NUMBER AS PER WOODLAND ASSESSMENT DOCUMENT

TREE PROTECTION DETAIL

NOT TO SCALE

TREES TO BE SAVED SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY NETTING OR HEAVY DUTY SILT FENCE AND STEEL STAKES AT THE DRIP LINE, OR AS DIRECTED BY THE OWNER'S CONSULTANT.

PROTECTION FENCE WILL HELP INSURE AGAINST DAMAGE BY SHOULDER COMPACTON OF SOILS AND/OR THE CHEMICAL ALTERATION OF SOILS DUE TO CONCRETE WASHOUT, PAINTS AND LEAKAGE OR SPILLAGE OF ANY TOXIC MATERIALS.



INSTALL TREE OR SILT FENCE PRIOR TO OR AT SAME TIME AS LAND CLEARING.

PROTECTION FENCE SHOULD REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETE.

IF PROTECTION FENCE IS DAMAGED OR REMOVED, NEW FENCING MUST BE PLACED BACK IN ORIGINAL POSITION UNTIL CONSTRUCTION IS COMPLETE.

TREE OR SILT FENCE LOCATION (LIMITS OF PROTECTED ROOT ZONE)
 RADIUS = 1 - 1.5 FOOT PER INCH OF TRUNK DIAMETER

TREE PRESERVATION NOTES

BEFORE LAND CLEARING BEGINS, CONTRACTOR SHOULD MEET WITH THE CONSULTANT ON SITE TO REVIEW ALL WORK PROCEDURES, ACCESS ROUTES, STORAGE AREAS, AND TREE PROTECTION MEASURES.

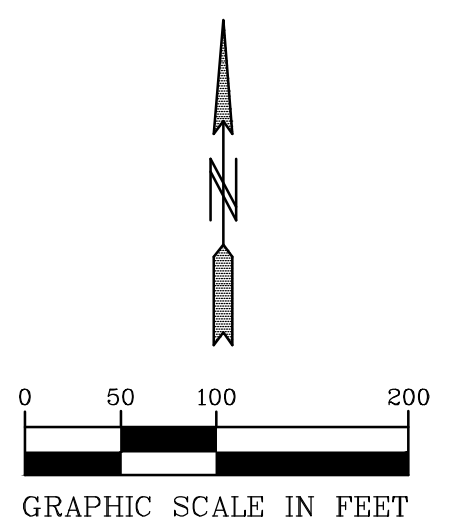
NO FILL SHOULD BE PLACED AGAINST THE TRUNK, ON THE ROOT CROWN, OR WITHIN THE DRIP LINE AREA OF ANY TREES THAT ARE TO BE SAVED.

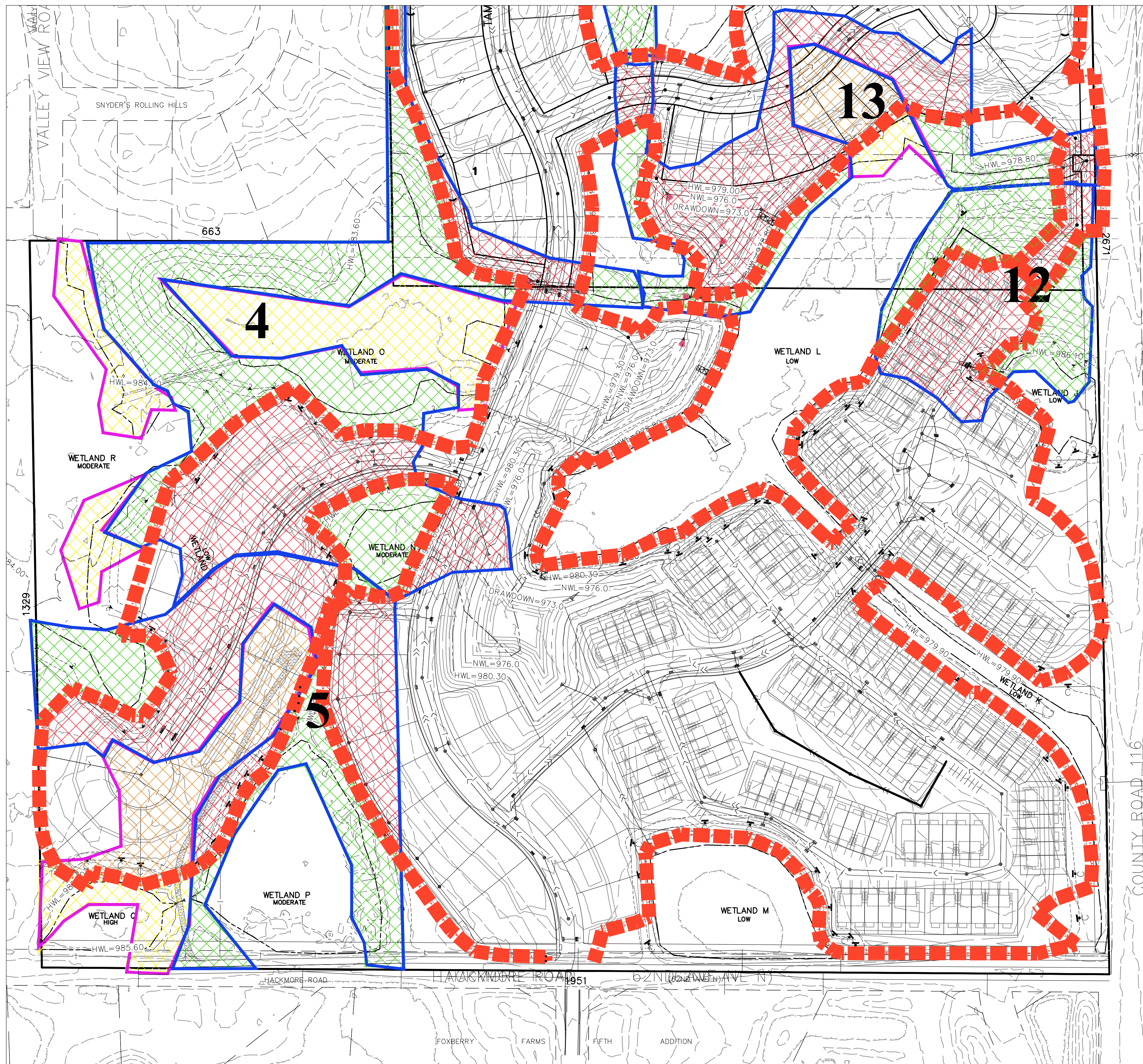
NO GRADING, TRENCHING OR PLACEMENT OF EQUIPMENT IS ALLOWED IN THE TREE PROTECTION AREA.

WORK PERFORMED WITHIN THE TREE PROTECTION AREA SHOULD BE DONE BY HAND AND UNDER THE SUPERVISION OF THE CONSULTING ARBORIST.

PRUNING OF OAK TREES MUST NOT TAKE PLACE FROM APRIL 15 TO JULY 15 TO PREVENT THE SPREAD OF OAK WILT DISEASE.








IF WOUNDING OF OAK TREES OCCUR ANYTIME BETWEEN APRIL TO AUGUST, A NON-TOXIC WOUND DRESSING MUST BE APPLIED IMMEDIATELY, (EXCAVATORS MUST HAVE A NON-TOXIC TREE WOUND DRESSING WITH THEM ON DEVELOPMENT SITES).





TOTAL TREE AREAS OUTLINED IN BLUE AND PINK: 57.5 ACRES
 TOTAL SAVED TREES HATCHED IN YELLOW AND GREEN: 29.3 ACRES (51.0%)

SEE "WOODLAND ASSESSMENT COUNTY ROAD 116 PROPERTIES" DOCUMENT COMPLETED OCTOBER 28, 2019 FOR A FORESTER'S INVENTORY AND ANALYSIS OF EXISTING WOODLANDS ON SITE.

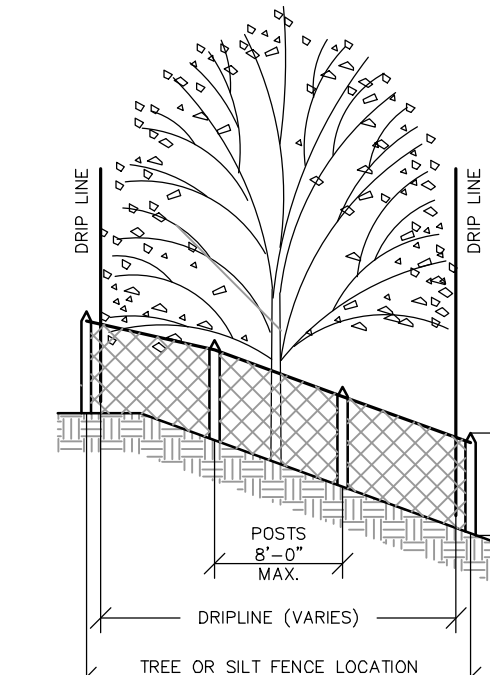
-  ECOLOGICALLY SIGNIFICANT AREAS (2040 COMPREHENSIVE PLAN)
39.5 ACRES
-  REMOVED ECOLOGICALLY SIGNIFICANT AREAS (POST DEVELOPMENT AS PROPOSED)
22.6 ACRES (57.2%)
-  SAVED ECOLOGICALLY SIGNIFICANT AREAS (POST DEVELOPMENT AS PROPOSED)
16.9 ACRES (42.8%)
-  ADDITIONAL WOODLAND AREAS (NOT NOTED IN COMP PLAN)
18 ACRES
-  REMOVED ADDITIONAL WOODLAND AREAS (POST DEVELOPMENT AS PROPOSED)
5.6 ACRES (31.1%)
-  SAVED ADDITIONAL WOODLAND AREAS (POST DEVELOPMENT AS PROPOSED)
12.4 ACRES (68.9%)
-  EROSION CONTROL/TREE PRESERVATION FENCING (36,902 LF)
- 2** WOODLAND AREA NUMBER AS PER WOODLAND ASSESSMENT DOCUMENT

TREE PROTECTION DETAIL

NOT TO SCALE

TREES TO BE SAVED SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY NETTING OR HEAVY DUTY SILT FENCE AND STEEL STAKES AT THE DRIP LINE, OR AS DIRECTED BY THE OWNER'S CONSULTANT.

PROTECTION FENCE WILL HELP INSURE AGAINST DAMAGE BY VEHICLES, COMPACTION OF SOILS AND/OR THE CHEMICAL ALTERATION OF SOILS DUE TO CONCRETE WASHOUT, PAINTS AND LEAKAGE OR SPILLAGE OF ANY TOXIC MATERIALS.



INSTALL TREE OR SILT FENCE PRIOR TO OR AT SAME TIME AS LAND CLEARING.

PROTECTION FENCE SHOULD REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETE.

IF PROTECTION FENCE IS DAMAGED OR REMOVED, NEW FENCING MUST BE PLACED BACK IN ORIGINAL POSITION UNTIL CONSTRUCTION IS COMPLETE.

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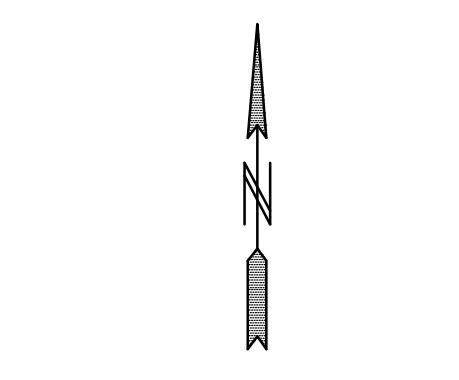
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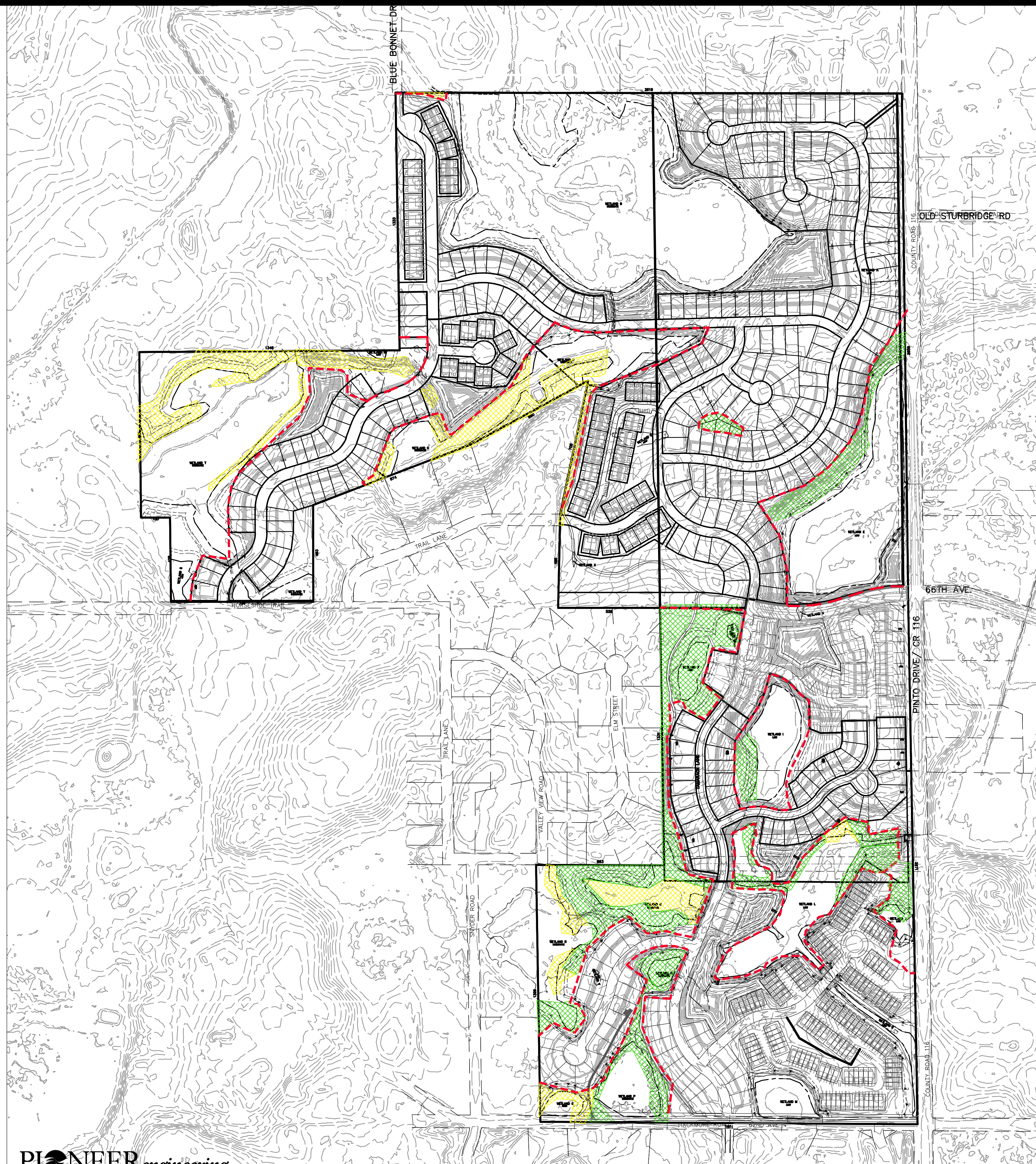
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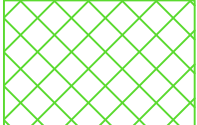
WORK PERFORMED WITHIN THE TREE PROTECTION AREA SHOULD BE DONE BY HAND AND UNDER THE SUPERVISION OF THE CONSULTING ARBORIST.

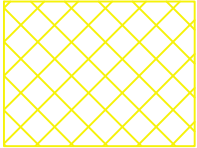
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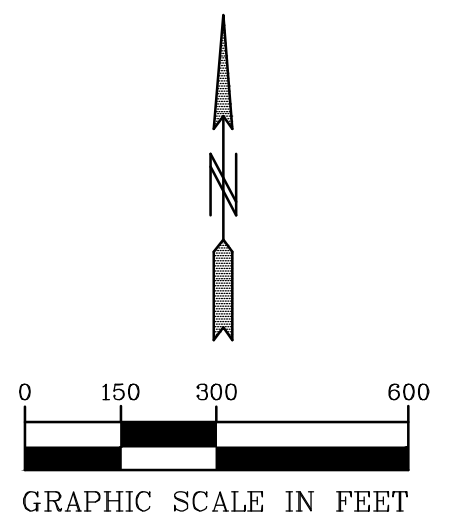




 SAVED ECOLOGICALLY SIGNIFICANT AREAS (POST DEVELOPMENT AS PROPOSED)
16.9 ACRES (42.8%)

 SAVED ADDITIONAL WOODLAND AREAS (POST DEVELOPMENT AS PROPOSED)
12.4 ACRES (68.9%)

 TREE PRESERVATION EASEMENT
TREE PRESERVATION AREAS WILL BE PROTECTED BY A PERMANENT EASEMENT.
EACH PHASE WILL BE WRITTEN WITH EACH FINAL PLAT.
CONSERVATION EASEMENT AREAS WILL BE MANAGED BY THE HOA.



TAVERA 2ND ADDITION

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home Corporation, a Delaware corporation, fee owner of the following described property situated in the County of Hennepin, State of Minnesota to wit:

Outlot B, TAVERA, according to the recorded plat thereof Hennepin County, Minnesota.

Together with:

The east 16 rods of the north 20 rods of the south 29.8 rods if the Northeast Quarter of the Southeast Quarter of Section 35, Township 119, Range 23, said Hennepin County. Except the east 90.00 feet thereof.

Has caused the same to be surveyed and platted as TAVERA 2ND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said U.S. Home Corporation, a Delaware corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

Signed: U.S. Home Corporation

By: _____, its _____.

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by _____, its _____

_____ of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation.

(Signature)

(Print Notary's name)

Notary Public _____ County, Minnesota

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Peter J. Hawkinson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Peter J. Hawkinson, Licensed Land Surveyor Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Peter J. Hawkinson.

(Signature)

(Print Notary's name)

Notary Public _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF CORCORAN, MINNESOTA

This plat of TAVERA 2ND ADDITION was approved and accepted by the City Council of the City of Corcoran, Minnesota, at a regular meeting thereof, held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Corcoran, Minnesota

BY: _____, Mayor BY: _____, Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat, dated this day of _____, 20_____.

Mark V. Chapin, County Auditor

By: _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 20_____.

Chris F. Mavis, County Surveyor

By: _____

COUNTY RECORDER, Hennepin County, Minnesota

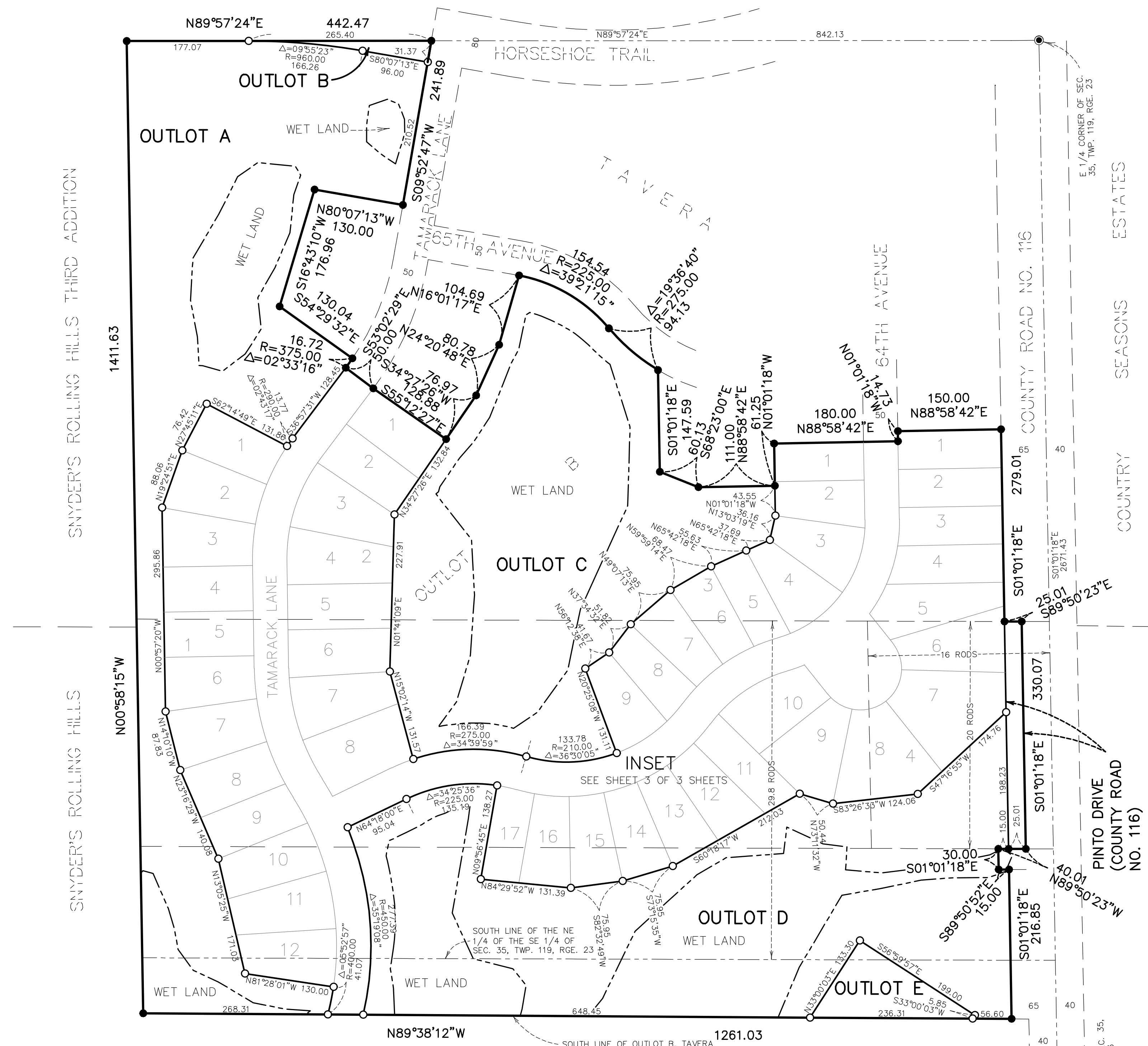
I hereby certify that the within plat of TAVERA 2ND ADDITION was recorded in this office this _____ day of _____, 20____, at _____ o'clock _____M.

Martin McCormick, County Recorder

By: _____, Deputy

TAVERA 2ND ADDITION

C.R. DOC. NO. _____



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE SOUTH LINE OF OUTLOT B, TAVERA, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 89°38'12" WEST.

- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND CAST IRON MONUMENT
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.

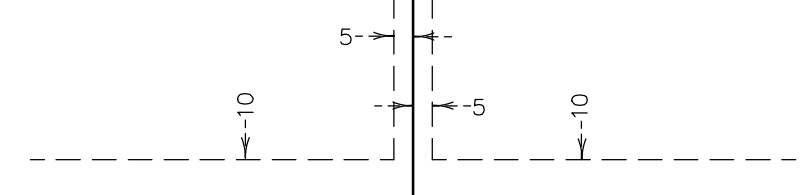
INSET

TAVERA 2ND ADDITION

C.R. DOC. NO. _____



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



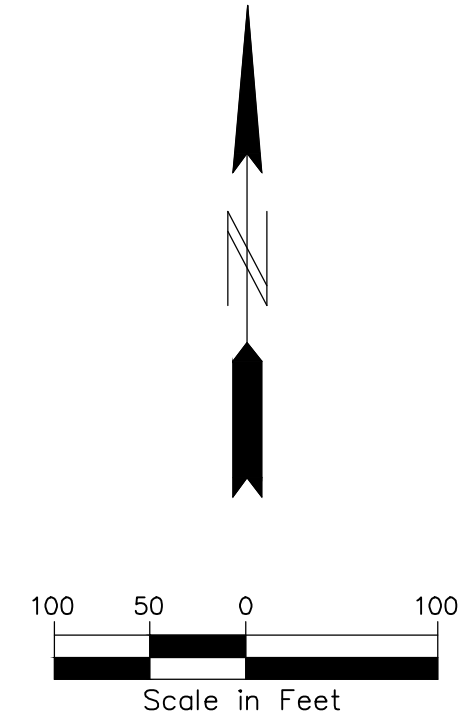
Being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining right of way lines unless otherwise indicated on this plat.

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE SOUTH LINE OF OUTLOT B, TAVERA, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 89°38'12" WEST.

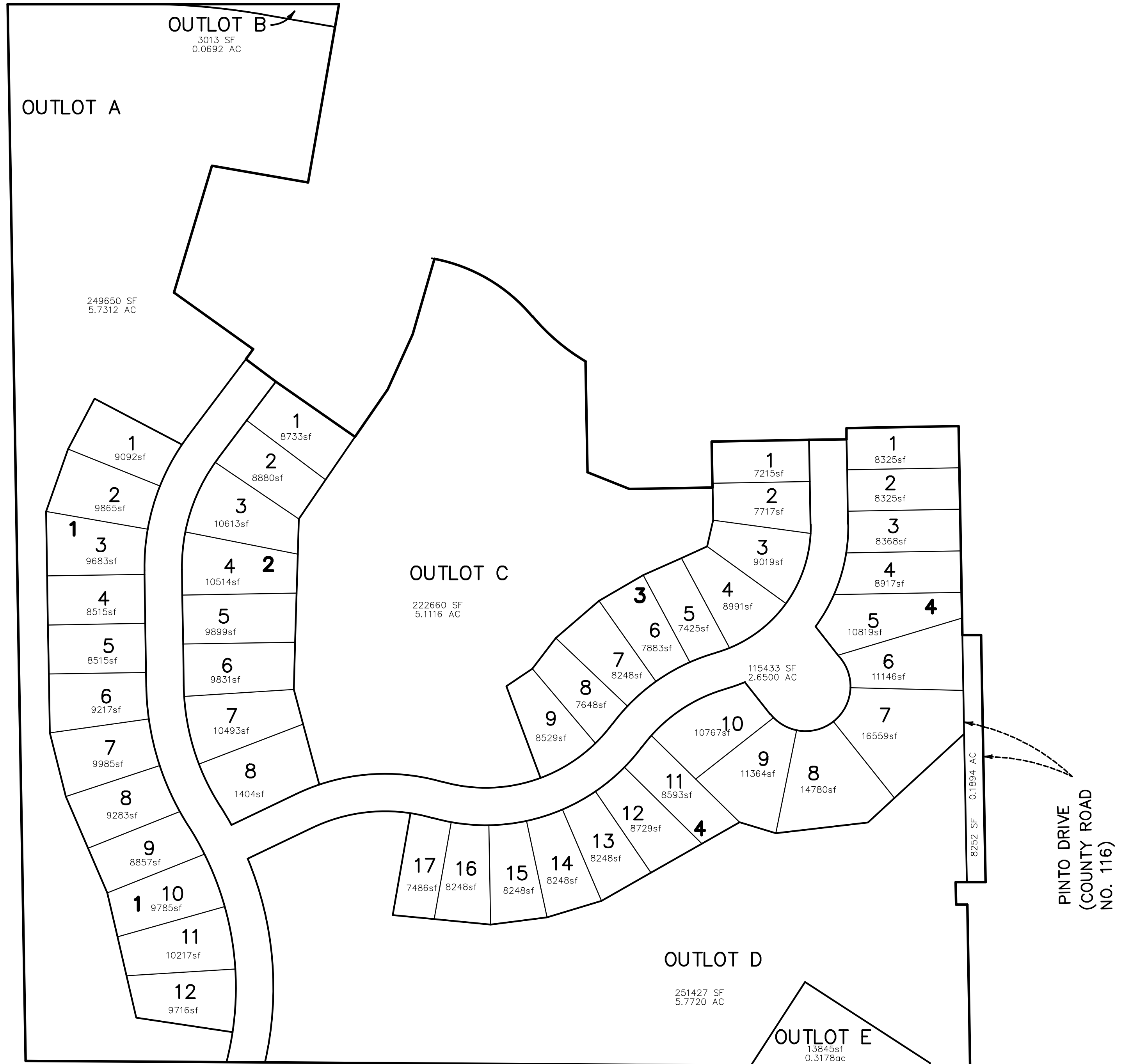
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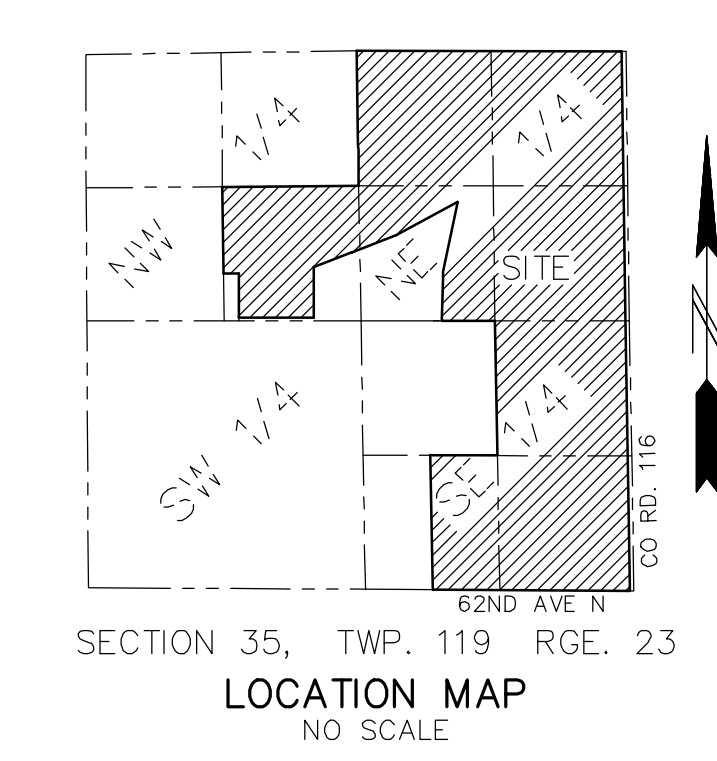
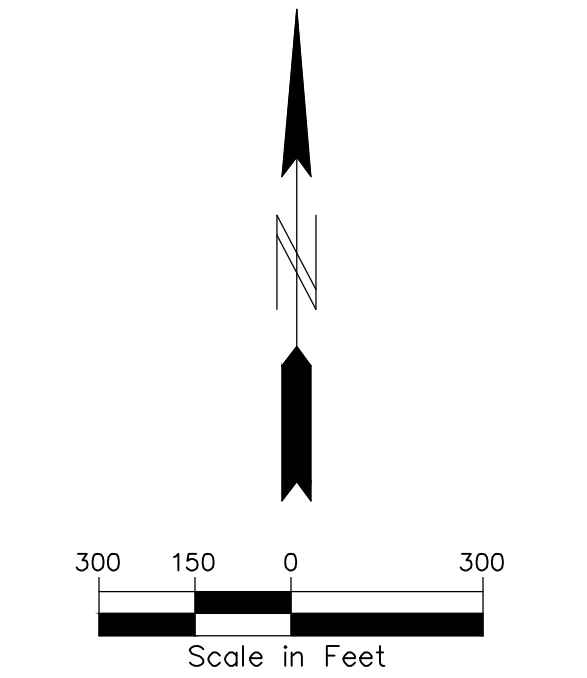
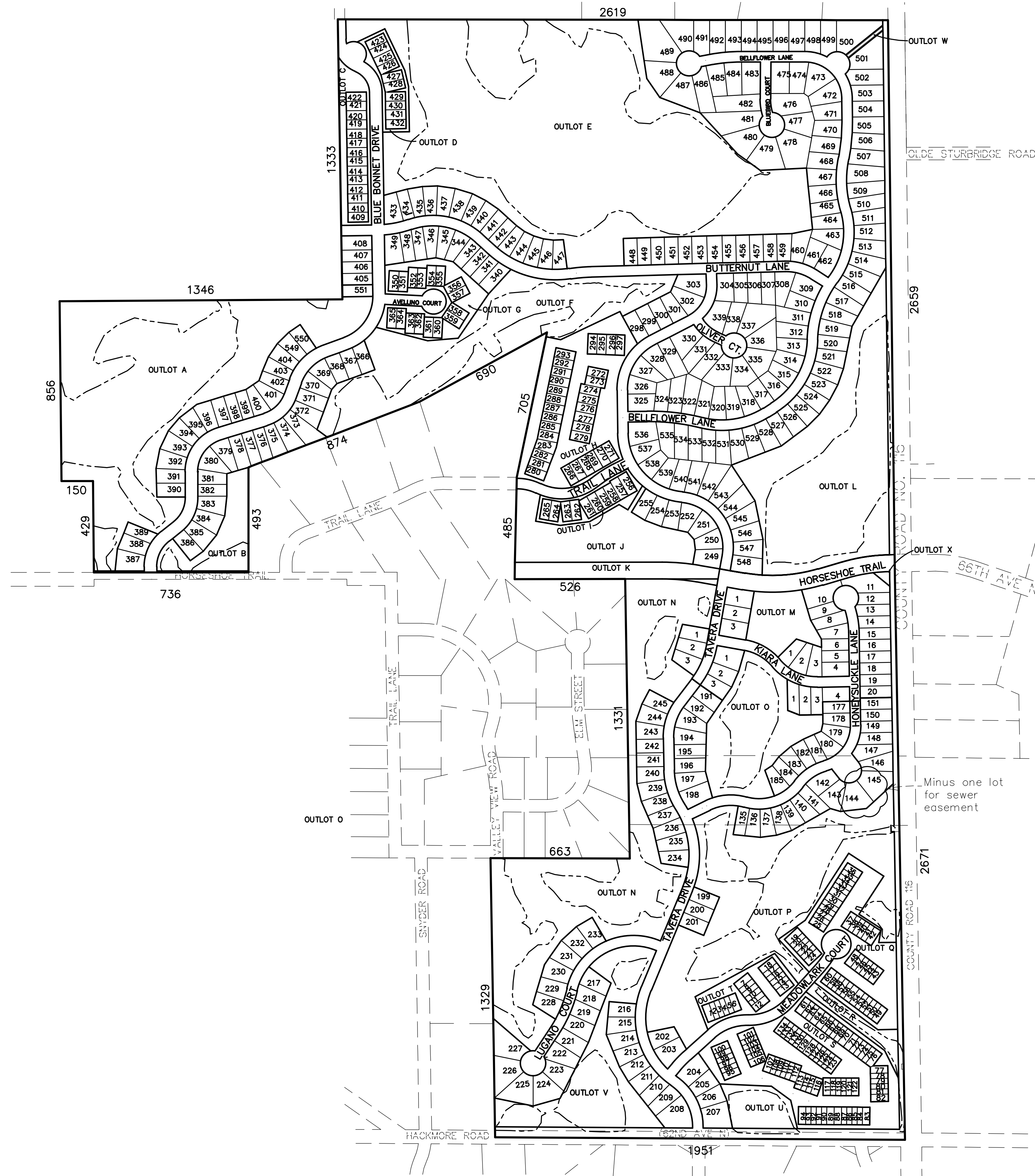
TAVERA 2ND ADDITION

AREA SKETCH



AREA SUMMARY		
BLOCK 1 =	112,730 SF.	2.5879 AC.
BLOCK 2 =	81,094 SF.	1.8617 AC.
BLOCK 3 =	72,675 SF.	1.6684 AC.
BLOCK 4 =	167,170 SF.	3.8377 AC.
TOTAL LOT AREA =	433,669 SF.	9.9557 AC.
TOTAL OUTLOT AREA =	740,595 SF.	17.0018 AC.
TOTAL R/W AREA =	123,685 SF.	2.8394 AC.
TOTAL AREA =	1,297,952 SF.	29.7969 AC.





PROPOSED LEGAL FOR PRELIMINARY PLAT PURPOSES ONLY:

East 1/2 of the Southwest Quarter of the Southeast Quarter, Section 35, Township 119, Range 23, Hennepin County, Minnesota.

Together with:

Lot 10, Block 1, Meadow Trails, Hennepin County, Minnesota.

Together with:

The East 1/2 of the Northeast Quarter except that part which lies East of a line parallel with and distant 40 feet West of the East line, Section 35, Township 119, Range 23, Hennepin County, Minnesota.

Together with:

The East 1/2 of the Southeast 1/4 of Section 35, Township 119, Range 23, Hennepin County, Minnesota.

EXCEPT: The East Sixteen (16) rods of the North Twenty (20) rods of the South Twenty-nine and eight tenths (29.8) rods of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-five (35), Township One Hundred Nineteen (119), Range Twenty-three (23).

AND FURTHER EXCEPT:

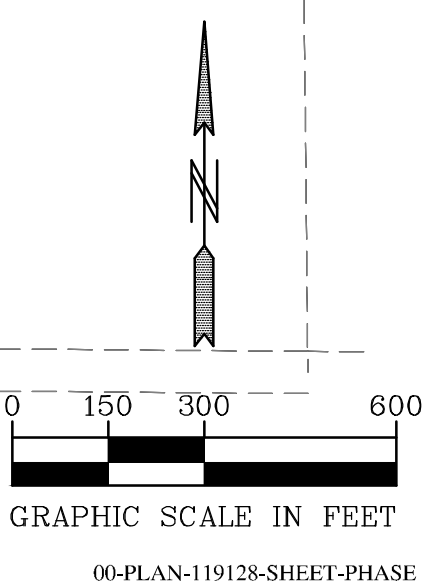
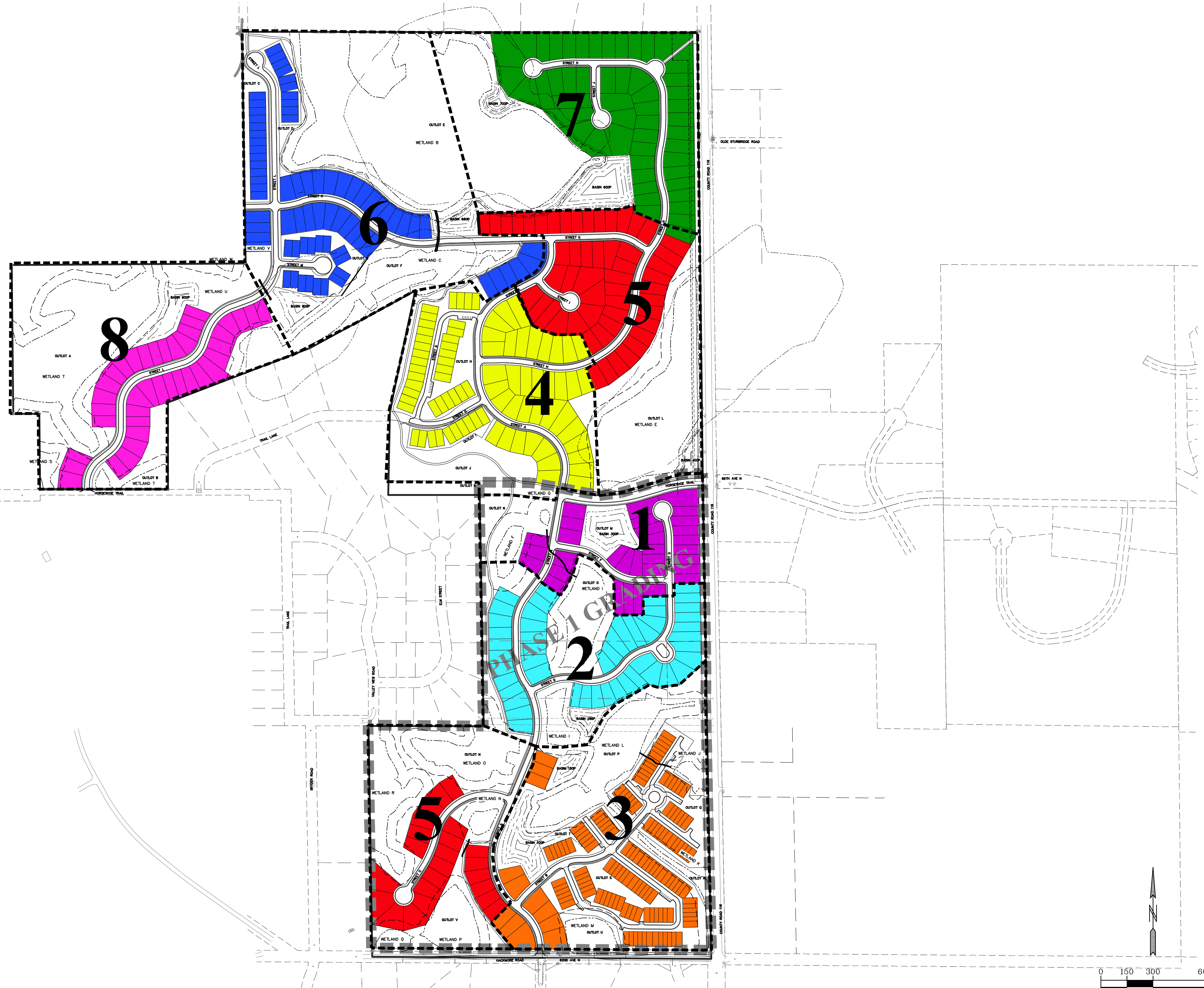
All that part of the following described tract:

Southeast 1/4 of the Southeast 1/4 and the South 9 8/10 rods of Northeast 1/4 of Southeast 1/4 also that part of North 20 rods of South 29 8/10 rods of the Northeast 1/4 of Southeast 1/4 lying West of East 16 rods thereof and that part of the Northeast 1/4 of Southeast 1/4 lying North of South 29 8/10 rods thereof, all lying in Section 35, Township 119 North, Range 23 West, except roads; which lies East of a line parallel with and distant 40 feet West of the East line of said section.

Together with:

The East 16 Rods of North 20 Rods of South 29.8 Rods of Northeast 1/4 of Southeast 1/4, Section 35, Township 119 North, Range 23 West, except that part which lies East of a line parallel with and distant 40 feet West of the East line of said section, Hennepin County, Minnesota.

TOTAL GROSS AREA	273.57	ACRES
TOTAL LOT AREA	81.78	ACRES
NUMBER OF LOTS	551	
NUMBER OF OUTLOTS	24	
TOTAL OUTLOT AREA	141.81	ACRES
TOTAL RIGHT OF WAY AREA	32.42	ACRES
TOWNHOME BASELOT AREA	15.86	ACRES
TWINHOME BASELOT AREA	15.90	ACRES
TOWNHOME SF PER UNIT (134 LOTS)	5,153	SF
TWINHOME SF PER UNIT (80 LOTS)	8,657	SF
GROSS DENSITY	2.01	LOTS/ACRE
NET DENSITY (EXCLUDES WETLANDS AND COUNTY ROW)	2.72	LOTS/ACRE



STAFF REPORT

Agenda Item 7j.

Council Meeting: September 23, 2021	Prepared By: Jessica Beise
Topic: Prepayment and Redemption of Bond Series 2012A	Action Required: Approval

Summary:

At the September 9th Work Session Council provided direction on the 2022 budget which did not include the 2012A payment as staff proposed calling the 2012A bonds and paying them off with cash. Attached to this report is resolution authorizing that action to take place. It is requested that the Council approve the resolution as presented.

Financial/Budget:

Calling Bond Series 2012A allowed for a reduction in the debt service levy in 2022 as the City has the ability to prepay the bonds. The cost to call the bonds is approximately \$600.

Options:

1. Approve Resolution 2021-112 as presented.
2. Decline the bond calling opportunity.

Recommendation

Approve Resolution 2021-112 as presented.

Council Action:

Consider a motion to approve Resolution 2021-112 as presented.

Attachments:

1. Resolution 2021-112 Providing for the Prepayment and Redemption of the City's Outstanding General Obligation Equipment Certificates of Indebtedness, Series 2012A

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF CORCORAN, MINNESOTA

Held: September 23, 2021

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Corcoran, Hennepin County, Minnesota, was duly called to order on September 23, 2021, at 7:00 P.M.

The following members were present:

and the following members were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION CALLING FOR THE REDEMPTION OF
THE OUTSTANDING
GENERAL OBLIGATION EQUIPMENT CERTIFICATES OF INDEBTEDNESS, SERIES
2012A

WHEREAS:

A. The City Council of the City of Corcoran, Minnesota issued \$410,000 General Obligation Equipment Certificates of Indebtedness, Series 2012A, dated November 1, 2012; and

B. All of said bonds maturing or subject to mandatory redemption on November 1, 2018 through 2022, inclusive, are subject to redemption, in whole or in part, and prepayment at the option of the City on November 1, 2017 and on any date thereafter at par plus accrued interest, all as provided in the resolution of the City authorizing the issuance of said bonds; and

C. The City deems it desirable and in the best interest of the City to call \$90,000 of the outstanding bonds maturing or subject to mandatory redemption in the years 2021 and 2022 for redemption on October 29, 2021, in accordance with said resolution authorizing the issuance of said bonds, and

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

1. \$90,000 of the General Obligation Equipment Certificates of Indebtedness, Series 2012A, dated November 1, 2012, of the City of Corcoran, Minnesota, maturing or subject to mandatory redemption in the years 2021 and 2022 shall be redeemed and prepaid on October 29, 2021, at 100% of their principal amount plus accrued interest for each such bond called.

2. The City Administrator is hereby authorized and directed to give mailed notice of call to the bank where said bonds are payable and said bank shall provide such notice to the holders of the bonds as may be required by law. Said notice shall be in substantially the attached form.

3. The City Administrator is hereby authorized and directed to deposit with the bank where said bonds are payable prior to said call date sufficient funds to pay all principal and interest due on the bonds as of the call date.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF CORCORAN

I, the undersigned, being the duly qualified and acting City Administrator of the City of Corcoran, Hennepin County, Minnesota, DO HEREBY CERTIFY, that I have carefully compared the preceding extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original minutes thereof on file in my office and that the same is a full, true and correct transcript thereof insofar as said minutes relate to the topic described in the title of the resolution set forth in the extract.

WITNESS my hand officially and the official seal of the City on September 23, 2021.

City Administrator

(SEAL)

NOTICE OF CALL FOR REDEMPTION

GENERAL OBLIGATION EQUIPMENT CERTIFICATES OF INDEBTEDNESS, SERIES 2012A

DATED: NOVEMBER 1, 2012

CITY OF CORCORAN, MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of Corcoran, Minnesota, there have been called for redemption and prepayment on

OCTOBER 29, 2021

those outstanding bonds of the City designated as General Obligation Equipment Certificates of Indebtedness, Series 2012A, dated November 1, 2012, maturing or subject to mandatory redemption in the years 2021 and 2022 totaling \$90,000 in principal amount and with the following CUSIP number:

<u>Maturity</u>	<u>Principal Amount</u>	<u>CUSIP</u>
2022*	\$90,000	218388BG0

**This is a Term Bond with a mandatory sinking fund payment in 2021.*

The bonds are being called for redemption at a price of 100% of their principal amount plus accrued interest to October 29, 2021, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment to Northland Trust Services, Inc., 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402, on or before October 29, 2021.

Dated: September 23, 2021

BY ORDER OF THE CITY COUNCIL

/s/ Brad Martens
City Administrator

Important Notice: In compliance with the Economic Growth and Tax Relief reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

Additional Information may be obtained from:

NORTHLAND SECURITIES, INC.
150 South 5th Street, Suite 3300
Minneapolis, Minnesota 55402
Attn: Public Finance
Phone: 612-851-5900 or 800-851-2920

STAFF REPORT

Agenda Item 7k.

Council Meeting: September 23, 2021	Prepared By: Kevin Mattson
Topic: Early Site Grading Work Agreement - Amberly/Bellwether	Action Required: Approval

Summary:

On August 12th, the Council directed staff to work with the city attorney to draft an Early Site Grading Work Agreement template for consideration.

Pulte Homes had submitted a request to allow for site grading and trunk sewer installation to take place prior to final plat approval of the Amberly 1st/Bellwether 6th development.

Staff does anticipate that other developers will ask for similar approvals.

Financial/Budget:

Costs incurred to draft the approval were paid by the developer.

Options:

1. Approve the Early Site Grading Work Agreement template and authorize staff to execute a final version of the document contingent upon the specified conditions for the proposed Amberly 1st/Bellwether 6th development.
2. Decline the request.

Recommendation:

Approve the Early Site Grading Work Agreement template and authorize staff to execute a final version of the document contingent upon the specified conditions for the proposed Amberly 1st/Bellwether 6th development.

Council Action:

Consider a motion to approve the Early Site Grading Work Agreement template and authorize staff to execute a final version of the document contingent upon the specified conditions for the proposed Amberly 1st/Bellwether 6th development.

Attachments:

1. Early Site Grading Work Agreement - Template

AGREEMENT TO ALLOW EARLY SITE GRADING WORK

This AGREEMENT TO ALLOW EARLY SITE GRADING WORK (this “Agreement”) is made this ____ day of _____, 20__ by and between the City of Corcoran, a Minnesota municipal corporation (the “City”), and _____, a _____ (“Developer”), the City and Developer are sometime collectively referred to herein as the “parties” or each a “party”.

RECITALS

WHEREAS, Developer is the owner of, or has obtained the applicable consent of the owner of the real property described as follows:

INSERT LEGAL DESCRIPTION

(the “Subject Property”); and

WHEREAS, Developer submitted a preliminary plat application to the City to subdivide the Subject Property and construct INSERT PROJECT DETAILS (the “Development”), which was approved by the Corcoran City Council on _____; and

WHEREAS, Developer intends to request approval of the final plat for Phase ___ of the Development and will enter into one or more agreements with the City governing this Phase of the Development including, but not limited to, a Site Development Agreement which will set forth certain requirements and obligations related to the installation of this Phase of the Development; and

WHEREAS, Prior to entering into all required agreements governing the installation of the Development, Developer has requested that the City approve preliminary grading and related work upon the Subject Property for Phase ___, as described in the attached Exhibit “A” (“Early Site Grading Work”); and

WHEREAS, the Early Site Grading Work for the approved preliminary plat referred to above is described and depicted in the attached Exhibit “A”, and the City may allow for such preliminary work on the Subject Property, subject to Developer executing this Agreement and providing security as required herein;

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

1. Developer will commence Early Site Grading Work upon the Subject Property only in accordance with the plans and description attached hereto as Exhibit A and to the extent approved by the City Engineer. No work will be undertaken or continued until Developer has:

- A. Submitted and has received approval from the City Engineer and the applicable watershed district.
 - B. Resolved with the City Engineer and the watershed district any and all areas where Early Site Grading Work will not be permitted. Developer shall comply with any applicable tree preservation plan with respect to the Subject Property.
 - C. Resolved any outstanding drainage and erosion control issues to the satisfaction of the City Engineer and the watershed district.
 - D. Complied with all hours of operation requirements. Hours of operation shall be limited to the construction hours permitted by Corcoran City Code.
 - E. Obtained City approval for all haul routes. Haul routes for vehicles used in transport of materials shall be designated by the City Engineer. The City Engineer has discretion to change the designated haul routes at any time in event of unforeseen circumstances. This Agreement may be terminated and all work on the Subject Property may be halted by the City for Developer's failure to use the designated haul routes or for any other violation of this Agreement.
 - F. Attended a pre-construction conference with the City Engineer and/or the Public Works Director, or their respective designee.
 - G. Provided to the City a copy of Developer's NPDES permit and watershed district approval authorizing all of the proposed Early Site Grading Work on the Subject Property.
 - H. Obtained all required approvals related to the Wetland Conservation Act.
 - I. Executed this Agreement and provided to the City all security funds required herein.
2. Developer shall perform all Early Site Grading Work in conformance with the approved plans attached hereto as Exhibit A, as may be amended by the City, Corcoran City Code, the NPDES permit, and any and all watershed requirements. Any work which is not in conformity with approved plans shall be a violation of this Agreement. Developer agrees and hereby grants access to the Subject Properties to the City and watershed district at all reasonable times in order to verify compliance with the terms of this Agreement. Upon receipt of verbal or written notice that any work on the Subject Property is not compliant with the approved plans or any amendment to the same deemed necessary by the City or the watershed district and disclosed to Developer, Developer shall immediately make any required changes or immediately cease all work and take whatever

restoration actions are required by the City and/or the watershed district. In the event that Developer fails to cease work or undertake or complete required changes or restoration, the City may utilize any and all escrow or security funds posted by Developer under this Agreement to take the required actions, as well as reimburse itself for any costs incurred by the City, including administrative, engineering, and legal fees and costs, including but not limited to reasonable attorneys' fees.

3. Developer will undertake such work with knowledge that approval for construction of private improvements has not yet been granted by City and nothing in this Agreement shall be construed as a promise or assurance that such approval will be granted. Therefore, all work undertaken prior to approval and full compliance with Corcoran City Code is solely at the risk of Developer. Developer specifically waives all claims or causes of action of whatever nature against the City, its officers, employees, agents or contractors relative to the work undertaken and this Agreement. Further, this Agreement shall not impact, amend, or replace any Master Development Agreement, individual Phase Site Development Agreement, or any other agreement which may be entered into with respect to the Development. In the event of any conflict between this Agreement and any other such agreement with respect to the Development, the terms of the other agreement shall control.
4. The Developer shall pay all costs incurred by Developer or the City in conjunction with the Early Site Grading Work on the Subject Property, including but not limited to planning, engineering, legal and inspection expenses incurred related to the acceptance of the work, review of plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting the work on the Subject Property. Separate from any posted security, Developer shall deposit ten thousand dollars (\$10,000.00) with the City in an escrow account to cover the City's projected costs related to the Early Site Grading Work. Further, at any point during this Agreement, if the City determines that the posted escrow funds are insufficient, the City shall notify Developer to deposit additional funds and Developer shall so deposit the funds within ten (10) days of that notice. Developer's failure to post the escrow funds requested by the City shall be grounds for termination of this Agreement by the City, and/or shall permit the City to temporarily halt all work on the Subject Property until such funds are deposited.
5. Developer shall indemnify and hold harmless the City, its elected officials, employees, and agents from any and all claims or causes of action of whatever nature related to the Early Site Grading Work on the Subject Property as set forth in this Agreement. Said indemnity and agreement to hold the City harmless includes, but is not limited to, payment of any and all attorneys' fees, engineering fees, witness fees or any other costs and disbursements related to this Agreement, including any City fees or costs expended to enforce the terms and conditions of this Agreement.

6. Developer hereby agrees to obtain and maintain throughout the duration of any of the Early Site Grading Work on the Subject Property, such duration to include any time necessary for the City to inspect and approve of the work, public liability and property damage insurance coverage covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of Developer's contractors or subcontractors or by one directly or indirectly employed by any of them. Liability limits for bodily injury and death shall not be less than \$2,500,000 for one person and \$1,000,000 for each occurrence;- limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more.any number of claims arising out of a single occurrence. The City and the City Engineer shall be named as additional insured parties on the policy. Developer shall provide the City with a certificate of insurance evidencing the satisfaction of these requirements and the policy shall mandate that thirty (30) days' written notice be provided to the City and the City Engineer prior to the effective date of any cancellation or non-renewal of the policy, except in the case of non-payment, in which case ten (10) day's written notice shall be sufficient. The insurance shall be primary and non-contributory as to any policy maintained by the City of Engineer.

7. In order to ensure compliance with this Agreement, or to assure completion or restoration of the site, Developer shall fully execute and deliver to the City this Agreement and all security required by this Agreement. Specifically, Developer shall deposit with the City all funds listed in the attached Exhibit "B" (the "Security"). Such funds are posted to collectively secure all Early Site Grading Work and use of the same shall not be limited to any itemization listed in said Exhibit "B". The Security shall be in the form of either a cash deposit or a letter of credit, as determined by the City. If a letter of credit is used, such letter of credit shall be compliant with Corcoran City policies and shall be subject to the approval of the City. The City reserves the right to refuse any letter of credit for any reason whatsoever. Upon ~~five~~ (52) days' written notice to Developer, the City may utilize any of the Security funds to complete needed site restoration, except in emergency situations, as determined by the City, which shall permit the City to utilize the Security funds to complete restoration work immediately and without prior written notice. In the event of an emergency situation which results in such action being taken by the City, the City will provide written notice of any such restoration work as soon as reasonably possible. If costs are incurred by the City for restoration above and beyond the amount of the Security, Developer shall be liable for all additional costs, including engineering, planning and legal fees, including but not limited to reasonable attorneys' fees and costs, which Developer shall promptly pay upon invoicing, and not later than 30 days after receipt of the invoice. If Developer fails to promptly pay such invoiced amounts, in addition to any other remedy available to the City at law or in equity, the City may recover the amount by drawing upon any other security posted by the Developer for the Development, and Developer hereby consents to such draw. The Security shall

only be released upon a determination by the City Engineer that it is no longer required. Failure to maintain the required Security shall be grounds for immediate termination of this Agreement by the City.

8. This Agreement in no way indicates that Development-approval beyond the Early Site Grading Work has been granted by the City, and this Agreement shall in no way be construed as evidence of, and in no way implies any such approval. Developer shall make no representations to third parties that this Agreement constitutes or implies that Development approval beyond the Early Site Grading Work as authorized by this Agreement has been granted.
9. Developer shall comply with all laws, ordinances, regulations, and directives of the State of Minnesota, the City, and the watershed district which are applicable to the Subject Property. This Agreement shall be interpreted according to the laws of the State of Minnesota and any action to enforce the terms contained herein shall be brought in Hennepin County, Minnesota.
10. In the event that any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holding shall pertain only to such provision and shall not invalidate or render unenforceable any other provision herein.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one and the same Agreement.
12. This Agreement constitutes the entirety of the understanding of the parties related to the Early Site Grading Work contemplated herein. It does not affect, and shall be subordinate to any terms contained within other agreements between the parties, related to the Development, including, but not limited to, a Master Development Agreement or any individual Phase Site Development Agreement. No modifications to this Agreement shall be in effect unless reduced to writing and signed by all parties.
13. For the purposes of providing written notice pursuant to this Agreement, written notice shall be valid if provided via personal service, courier, U.S. Mail, or email to the following:

If to the City:

Att: Public Works Director Kevin Mattson
8200 County Road 116
Corcoran, MN 55340
Email: kmattson@corcoranmn.gov

With Copy to:

Att: City Administrator
8200 County Road 116
Corcoran, MN 55340
Email: bmartens@corcoranmn.gov

If to Developer:

INSERT CONTACT & ADDRESS

Email: INSERT EMAIL

14. The undersigned signatory hereby represents and warrants that he/she is the designated representative of the Developer and maintains the unqualified authorization to bind the Developer to all terms contained herein. Developer further warrants that Developer is the unencumbered owner of the Subject Property or has obtained the written consent of all owners and/or any parties possessing an interest in the Subject Property, to complete the work contemplated herein, pursuant to the terms of this Agreement.

[Signatures on pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

DEVELOPER

By: _____

Print: _____

Its: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

CONSENT OF OWNER

_____, as the owner of the Subject Property hereby consents to and subordinates its interest in the Subject Property to the foregoing Agreement dated _____, 20__.

OWNER

By: _____

Print: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

CITY OF CORCORAN

By: _____
Brad Martens, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by Brad Martens, the City Administrator, of the City of Corcoran, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
John J. Thames, Esq.
CARSON, CLELLAND & SCHREDER
6300 Shingle Creek Parkway, Suite 305
Minneapolis, MN 55430
(763) 561-2800

EXHIBIT “A”

(Approved Early Site Grading Work Plan and Description of Work)

EXHIBIT “B”

(The “Security”)

AGREEMENT TO ALLOW EARLY SITE GRADING WORK

This AGREEMENT TO ALLOW EARLY SITE GRADING WORK (this “Agreement”) is made this ____ day of _____, 20__ by and between the City of Corcoran, a Minnesota municipal corporation (the “City”), and _____, a _____ (“Developer”), the City and Developer are sometime collectively referred to herein as the “parties” or each a “party”.

RECITALS

WHEREAS, Developer is the owner of, or has obtained the applicable consent of the owner of the real property described as follows:

INSERT LEGAL DESCRIPTION

(the “Subject Property”); and

WHEREAS, Developer submitted a preliminary plat application to the City to subdivide the Subject Property and construct INSERT PROJECT DETAILS (the “Development”), which was approved by the Corcoran City Council on _____; and

WHEREAS, Developer intends to request approval of the final plat for Phase ___ of the Development and will enter into one or more agreements with the City governing this Phase of the Development including, but not limited to, a Site Development Agreement which will set forth certain requirements and obligations related to the installation of this Phase of the Development; and

WHEREAS, Prior to entering into all required agreements governing the installation of the Development, Developer has requested that the City approve preliminary grading and related work upon the Subject Property for Phase ___, as described in the attached Exhibit “A” (“Early Site Grading Work”); and

WHEREAS, the Early Site Grading Work for the approved preliminary plat referred to above is described and depicted in the attached Exhibit “A”, and the City may allow for such preliminary work on the Subject Property, subject to Developer executing this Agreement and providing security as required herein;

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

1. Developer will commence Early Site Grading Work upon the Subject Property only in accordance with the plans and description attached hereto as Exhibit A and to the extent approved by the City Engineer. No work will be undertaken or continued until Developer has:

- A. Submitted and has received approval from the City Engineer and the applicable watershed district.
 - B. Resolved with the City Engineer and the watershed district any and all areas where Early Site Grading Work will not be permitted. Developer shall comply with any applicable tree preservation plan with respect to the Subject Property.
 - C. Resolved any outstanding drainage and erosion control issues to the satisfaction of the City Engineer and the watershed district.
 - D. Complied with all hours of operation requirements. Hours of operation shall be limited to the construction hours permitted by Corcoran City Code.
 - E. Obtained City approval for all haul routes. Haul routes for vehicles used in transport of materials shall be designated by the City Engineer. The City Engineer has discretion to change the designated haul routes at any time in event of unforeseen circumstances. This Agreement may be terminated and all work on the Subject Property may be halted by the City for Developer's failure to use the designated haul routes or for any other violation of this Agreement.
 - F. Attended a pre-construction conference with the City Engineer and/or the Public Works Director, or their respective designee.
 - G. Provided to the City a copy of Developer's NPDES permit and watershed district approval authorizing all of the proposed Early Site Grading Work on the Subject Property.
 - H. Obtained all required approvals related to the Wetland Conservation Act.
 - I. Executed this Agreement and provided to the City all security funds required herein.
2. Developer shall perform all Early Site Grading Work in conformance with the approved plans attached hereto as Exhibit A, as may be amended by the City, Corcoran City Code, the NPDES permit, and any and all watershed requirements. Any work which is not in conformity with approved plans shall be a violation of this Agreement. Developer agrees and hereby grants access to the Subject Properties to the City and watershed district at all reasonable times in order to verify compliance with the terms of this Agreement. Upon receipt of verbal or written notice that any work on the Subject Property is not compliant with the approved plans or any amendment to the same deemed necessary by the City or the watershed district and disclosed to Developer, Developer shall immediately make any required changes or immediately cease all work and take whatever

restoration actions are required by the City and/or the watershed district. In the event that Developer fails to cease work or undertake or complete required changes or restoration, the City may utilize any and all escrow or security funds posted by Developer under this Agreement to take the required actions, as well as reimburse itself for any costs incurred by the City, including administrative, engineering, and legal fees and costs, including but not limited to reasonable attorneys' fees.

3. Developer will undertake such work with knowledge that approval for construction of private improvements has not yet been granted by City and nothing in this Agreement shall be construed as a promise or assurance that such approval will be granted. Therefore, all work undertaken prior to approval and full compliance with Corcoran City Code is solely at the risk of Developer. Developer specifically waives all claims or causes of action of whatever nature against the City, its officers, employees, agents or contractors relative to the work undertaken and this Agreement. Further, this Agreement shall not impact, amend, or replace any Master Development Agreement, individual Phase Site Development Agreement, or any other agreement which may be entered into with respect to the Development. In the event of any conflict between this Agreement and any other such agreement with respect to the Development, the terms of the other agreement shall control.
4. The Developer shall pay all costs incurred by Developer or the City in conjunction with the Early Site Grading Work on the Subject Property, including but not limited to planning, engineering, legal and inspection expenses incurred related to the acceptance of the work, review of plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting the work on the Subject Property. Separate from any posted security, Developer shall deposit ten thousand dollars (\$10,000.00) with the City in an escrow account to cover the City's projected costs related to the Early Site Grading Work. Further, at any point during this Agreement, if the City determines that the posted escrow funds are insufficient, the City shall notify Developer to deposit additional funds and Developer shall so deposit the funds within ten (10) days of that notice. Developer's failure to post the escrow funds requested by the City shall be grounds for termination of this Agreement by the City, and/or shall permit the City to temporarily halt all work on the Subject Property until such funds are deposited.
5. Developer shall indemnify and hold harmless the City, its elected officials, employees, and agents from any and all claims or causes of action of whatever nature related to the Early Site Grading Work on the Subject Property as set forth in this Agreement. Said indemnity and agreement to hold the City harmless includes, but is not limited to, payment of any and all attorneys' fees, engineering fees, witness fees or any other costs and disbursements related to this Agreement, including any City fees or costs expended to enforce the terms and conditions of this Agreement.

6. Developer hereby agrees to obtain and maintain throughout the duration of any of the Early Site Grading Work on the Subject Property, public liability and property damage insurance coverage covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of Developer's contractors or subcontractors. Liability limits shall not be less than \$2,000,000 for any number of claims arising out of a single occurrence. The City and the City Engineer shall be named as additional insured parties on the policy. Developer shall provide the City with a certificate of insurance evidencing the satisfaction of these requirements and the policy shall mandate that thirty (30) days' written notice be provided to the City and the City Engineer prior to the effective date of any cancellation or non-renewal of the policy, except in the case of non-payment, in which case ten (10) day's written notice shall be sufficient.
7. In order to ensure compliance with this Agreement, or to assure completion or restoration of the site, Developer shall fully execute and deliver to the City this Agreement and all security required by this Agreement. Specifically, Developer shall deposit with the City all funds listed in the attached Exhibit "B" (the "Security"). Such funds are posted to collectively secure all Early Site Grading Work and use of the same shall not be limited to any itemization listed in said Exhibit "B". The Security shall be in the form of either a cash deposit or a letter of credit, as determined by the City. If a letter of credit is used, such letter of credit shall be compliant with Corcoran City policies and shall be subject to the approval of the City. The City reserves the right to refuse any letter of credit for any reason whatsoever. Upon two (2) days' written notice to Developer, the City may utilize any of the Security funds to complete needed site restoration. If costs are incurred by the City for restoration above and beyond the amount of the Security, Developer shall be liable for all additional costs, including engineering, planning and legal fees, including but not limited to reasonable attorneys' fees and costs, which Developer shall promptly pay upon invoicing, and not later than 30 days after receipt of the invoice. If Developer fails to promptly pay such invoiced amounts, in addition to any other remedy available to the City at law or in equity, the City may recover the amount by drawing upon any other security posted by the Developer for the Development, and Developer hereby consents to such draw. The Security shall only be released upon a determination by the City Engineer that it is no longer required. Failure to maintain the required Security shall be grounds for immediate termination of this Agreement by the City.
8. This Agreement in no way indicates that Development-approval beyond the Early Site Grading Work has been granted by the City, and this Agreement shall in no way be construed as evidence of, and in no way implies any such approval. Developer shall make no representations to third parties that this Agreement constitutes or implies that Development approval beyond the Early Site Grading Work as authorized by this Agreement has been granted.

9. Developer shall comply with all laws, ordinances, regulations, and directives of the State of Minnesota, the City, and the watershed district which are applicable to the Subject Property. This Agreement shall be interpreted according to the laws of the State of Minnesota and any action to enforce the terms contained herein shall be brought in Hennepin County, Minnesota.
10. In the event that any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holding shall pertain only to such provision and shall not invalidate or render unenforceable any other provision herein.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one and the same Agreement.
12. This Agreement constitutes the entirety of the understanding of the parties related to the Early Site Grading Work contemplated herein. It does not affect, and shall be subordinate to any terms contained within other agreements between the parties, related to the Development, including, but not limited to, a Master Development Agreement or any individual Phase Site Development Agreement. No modifications to this Agreement shall be in effect unless reduced to writing and signed by all parties.
13. For the purposes of providing written notice pursuant to this Agreement, written notice shall be valid if provided via personal service, courier, U.S. Mail, or email to the following:

If to the City:

Att: Public Works Director Kevin Mattson
8200 County Road 116
Corcoran, MN 55340
Email: kmattson@corcoranmn.gov

With Copy to:

Att: City Administrator
8200 County Road 116
Corcoran, MN 55340
Email: bmartens@corcoranmn.gov

If to Developer:

INSERT CONTACT & ADDRESS

Email: INSERT EMAIL

14. The undersigned signatory hereby represents and warrants that he/she is the designated representative of the Developer and maintains the unqualified authorization to bind the Developer to all terms contained herein. Developer further warrants that Developer is the unencumbered owner of the Subject Property or has obtained the written consent of all owners and/or any parties possessing an interest in the Subject Property, to complete the work contemplated herein, pursuant to the terms of this Agreement.

[Signatures on pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

DEVELOPER

By: _____

Print: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

CONSENT OF OWNER

_____, as the owner of the Subject Property hereby
consents to and subordinates its interest in the Subject Property to the foregoing
Agreement dated _____, 20__.

OWNER

By: _____

Print: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of
_____, 20__, by _____, the
_____ of _____, a
_____, on behalf of the _____.

Notary Public

CITY OF CORCORAN

By: _____
Brad Martens, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Brad Martens, the City Administrator, of the City of Corcoran, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
John J. Thames, Esq.
CARSON, CLELLAND & SCHREDER
6300 Shingle Creek Parkway, Suite 305
Minneapolis, MN 55430
(763) 561-2800

EXHIBIT “A”

(Approved Early Site Grading Work Plan and Description of Work)

EXHIBIT “B”

(The “Security”)

RESOLUTION NO. 2021-102

Motion By:
Seconded By:

A RESOLUTION ACCEPTING DONATION

WHEREAS, the City Council of the City of Corcoran, Minnesota, is authorized to accept donations of real or personal property pursuant to Minnesota Statutes Section 456.03 for the benefit of citizens, and is specifically authorized to accept gifts; and

WHEREAS, the City received a monetary donation in the amount of \$133.00 from Lola and Kacey Hedburg's lemonade stand proceeds and is allocated to the Corcoran Police Department; and

WHEREAS, the City Council finds that it is appropriate to accept the donation as offered for the benefit of the City of Corcoran, and residents;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Corcoran acknowledges the generosity of Lola and Kacey Hedburg and graciously accepts the donation.

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 23th day of September, 2021.

Tom McKee – Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

STAFF REPORT

Agenda Item 7m.

Council Meeting: September 23 rd , 2021	Prepared By: Jessica Beise
Topic: Special Event Request – Stanchion Bar	Action Required: Approval

Summary:

The City received an inquiry from the Ms. Monnens, owner of the Stanchion, regarding hosting an event at the Stanchion on October 2, 2021. Ms. Monnens is interested in hosting an event in which a tent would be placed on the property with a fenced in area, possibly having outside music during the daytime event.

A temporary extension of the liquor license for the event would need to be granted in order to expand liquor consumption area. Fencing would need to be placed around the tent and surrounding area to meet state requirements for a compact and contiguous location. Ms. Monnens has provided proof of additional insurance for the temporary liquor license extension. No noise exemption is requested at this time.

Financial/Budget:

N/A

Options:

1. Approve a temporary liquor license amendment for the Stanchion Bar on October 2, 2021.
2. Deny a temporary liquor license amendment for the Stanchion Bar on October 2, 2021.
3. Send the request back to staff for further review.

Council Action:

1. Approve a temporary liquor license amendment for the Stanchion Bar on October 2, 2021.

Attachments:

N/A



TO: Corcoran City Council

FROM: Nicholas Ouellette through Kendra Lindahl, Landform

DATE: September 13, 2021 for the September 23, 2021 City Council Meeting

RE: **PUBLIC HEARING.** Amendment to Chapter 82 (Nuisances) of the City Code Related to Outside Storage (city file no. 21-032)

REVIEW DEADLINE: NA

1. Description of Request

City Council has directed staff to amend Chapter 82 (Nuisances) of the City Code to ease storage restrictions for recreational vehicles, personal recreational vehicles, off-road vehicles (ORVs), unoccupied trailers, firewood and lots with double frontages to allow some storage in front yards.

2. City Council Review

City Council reviewed this item at their July 8, 2021 meeting and one resident spoke about code enforcement during the public comment period. City Council reviewed the report and draft ordinance amendment options prepared by staff and the City Attorney. Council directed staff to modify the draft ordinance to allow for the front yard storage of no more than two of any recreational vehicle, personal recreational vehicle, ORV or unoccupied trailer in the front yard. Council directed staff to proceed with the 25 ft. setback option. City Council directed staff to proceed with a Public Hearing at the City Council meeting.

3. Background

City Council discussed code enforcement and nuisance standards for outside storage at their June 10, 2021 meeting. The context for this discussion was the large number residents receiving violation notices for improper storage of recreational vehicles or other violations of the City Code nuisance standards.

The City Council directed staff to draft an amendment to the City Code to ease front yard storage restrictions for recreational vehicles and firewood and for lots with double frontages. Storage of recreational vehicles in the front yard is a common code violation throughout Corcoran, particularly in the summer season during which recreational vehicles are frequently used by residents and stored on their property for convenience.

4. Analysis

Staff has reviewed City Code from a dozen municipalities in the region to understand how other communities address front yard storage and storage of recreational vehicles. Hanover, Rogers and



Shorewood have well organized nuisance code sections that were used to inform the proposed amendment. Of the twelve cities staff reviewed for ordinance regarding outside storage, the following findings were made:

Standard	Number of Cities
Restricts the storage of RV's to only the side or rear yard	4
Allows the storage of RV's in the front yard	8
Front yard storage of RV's allowed on an improved surface or driveway	8
Front yard storage of RV's with minimum front yard setbacks (≥ 15 ft.)	2
Front yard storage of RV's restricted to back half of the front yard	2
Front yard storage of RV's restricted on a seasonal basis (summer/winter)	1
Restricts the number of RVs that may be stored on a property	7

Council requested the following nuisance standards be addressed through the proposed amendment:

1. Allow storage of recreational vehicles in the front yard to reduce the number of rural residents in violation of City Code for storage of recreational vehicles. At their July 8 meeting, City Council directed staff to include personal recreational vehicles, ORVs and unoccupied trailers as allowed storage in the front yard. Council directed staff to allow for up to two of the aforementioned vehicles or unoccupied trailers to be stored in the front yard.
2. Allow storage of firewood in the front yard.
3. Reduce the burden of limited options for outside storage on lots with double frontage, where both street frontages are considered front yards and storage options are limited.

The following amendment to Chapter 82, "Nuisances", are proposed to address the nuisance standards discussed by City Council.

Proposed Amendment to Chapter 82.02: Definitions

The proposed addition of "unoccupied trailer" to Chapter 82.02 will provide clarity on which items allowed for storage in the front yard. The proposed amendment to "personal recreational vehicle" in Chapter 82.02 will make the definition in this section consistent with the definition for "personal recreational vehicle" in Chapter 72.11 of the City Code.

The proposed addition of the following definitions to Chapter 82.02 will allow parcels with frontage on two streets to consider one of the front yards as a side yard for storage purposes. By allowing corner lots to consider one of the front yards a side yard for the purposes of outside storage, it will reduce the number of front yard storage violations and code violation notices issued to properties with double frontages. Staff proposed the addition and amendment of the following definitions; the underlined portion indicates added text and the ~~stricken~~ portion indicates deleted text:



LOT LINE: The property line bounding a lot except that where any portion of a lot extends into an easement for public right-of-way, the line of such public right-of-way shall be the lot line for applying this Ordinance.

LOT LINE, FRONT: That boundary of a lot which abuts an existing or dedicated public street or private drive easement, and in the case of a corner lot it shall be the shortest dimension on a public street or private drive easement. If the dimensions of a corner lot are reasonably equal, the front lot line shall be designated by the owner and filed with the City. However, all front lot lines shall be subject to the front setback requirements.

LOT LINE, REAR: That boundary of a lot which is opposite the front lot line. If the rear line is less than 10 feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line 10 feet in length within the lot, parallel to, and at the maximum distance from the front lot line.

LOT LINE, SIDE: Any boundary of a lot which is not a front lot line or a rear lot line.

LOT LINE, WIDTH: The maximum horizontal distance between the side lot lines of a lot measured at the required front lot line or ordinary high water level of the shoreline.

PERSONAL RECREATIONAL VEHICLE. ~~A snowmobile, all-terrain vehicle (ATV), golf cart, go carts or dune buggy with or without machine propelled power and designed for recreation.~~ All-terrain vehicles, utility task vehicles, golf carts, snowmobiles, off-highway motorcycles, mini-bikes, go-carts, and other motorized vehicles that by their use fit this definition.

UNOCCUPIED TRAILER. A trailer designed to be pulled by an automobile, van, or pick-up truck and used to transport personal property.

YARD, FRONT: An area extending the full width of a lot between the front line and the nearest principal structure. For the purposes of Chapter 82.04 Subd. 3., a corner lot shall have one front yard and it shall be the area extending the full width of a lot between the principal structure and the front lot line with driveway access to the principal structure.



Figure A

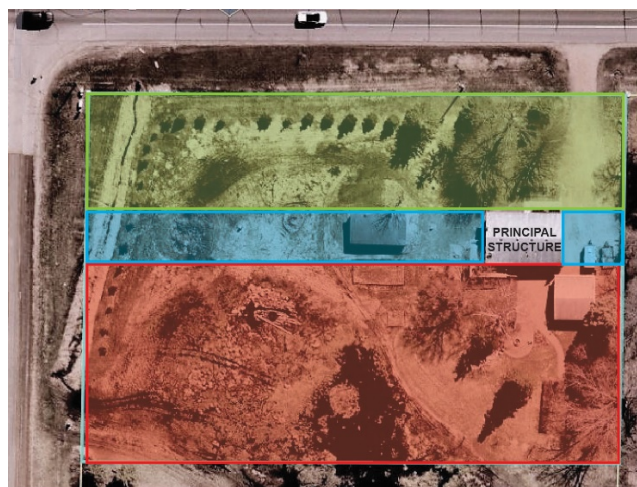


Figure B

The example property in Figures A and B is a corner lot and demonstrates how the proposed amendment affects the interpretation of front, side, and rear yards. Green corresponds with the front yard, blue with the side yard and red with the rear yard.

- Figure A demonstrates how front, side and rear yards are determined for corner lots under the current City Code. As a corner lot with two front property lines the front yard covers most of the property and outside storage is limited.
- Figure B demonstrates how front, side and rear yards would be determined for corner lots under the proposed amendment. The front yard is situated between the property line with driveway access leading to the principal structure. This could allow for storage of an RV in the front yard on the driveway. The side and rear yard now extend to the secondary front property line and allows more area to be used for outside storage.

Proposed Amendment to Chapter 82.04: Storage Nuisance, Subd. 3.C. and Subd. 3.G.

The proposed amendment to Chapter 82.04, Subd. 3.C. addresses the Council's desire to allow recreational vehicles, personal recreational vehicles, ORVs, and unoccupied trailers for storage in the front yard. The proposed amendment allows residents to store no more than two of any recreational vehicle, personal recreational vehicle, ORV and unoccupied trailer in the front yard, provided they comply with a minimum setback of 25 ft. from the property line. The minimum setback of 25 ft. is half the minimum setback required for principal and accessory structures in the Urban Reserve and Rural Residential districts. The proposed amendment effectively prohibits the storage of recreational vehicles in the front yard in Corcoran's urban neighborhoods where the minimum principal structure setbacks are less than 25 ft. from the front property line. Furthermore, many of Corcoran's urban neighborhoods have homeowners' associations that make and enforce additional rules for exterior storage in their neighborhoods.

These items allowed to be stored in the front yard with this amendment are defined as follows:



RECREATIONAL VEHICLE. A motor home, travel trailer, truck camper, or camping trailer with or without machine propelled power designed for temporary living quarters for recreation, camping, or travel.

PERSONAL RECREATIONAL VEHICLE. All-terrain vehicles, utility task vehicles, golf carts, snowmobiles, off-highway motorcycles, mini-bikes, go-carts, and other motorized vehicles, that by their use fit this definition.

OFF-ROAD VEHICLE (ORV). Motorized recreational vehicles capable of cross-country travel on natural terrain. Vehicles not considered ORVs include snowmobiles, all-terrain vehicles (ATVs), off-highway motorcycles (OHMs), motorcycles, watercraft, or aircraft. Farm, logging, military, emergency, law enforcement, utility, trail grooming, and construction vehicles are not considered to be ORVs when used for their intended purposes.

UNOCCUPIED TRAILER. A trailer designed to be pulled by an automobile, van, or pick-up truck and used to transport personal property.

The proposed amendment to Chapter 82.04, Subd. 3.G., would allow storage of wood in the front yard as desired by the City Council.

Staff proposes Chapter 82.04, Subd. 3., "Storage Nuisance", be amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

- A. Construction materials, including, but not limited to, piles of dirt, sand, lumber, bricks, concrete blocks or sod, left in the open on property more than 60 days after construction has been completed or a certificate of occupancy has been issued, whichever occurred first.
- B. Discarded construction material or other litter at a construction site that is not placed in an adequate waste container or that is allowed to blow around or off the site.
- C. A recreational vehicle, personal recreational vehicle, ORV, and unoccupied trailer is considered a storage nuisance when remaining in the same location for 72 hours. Except that:

1. ~~R~~Recreational vehicles, personal recreational vehicles, ORVs and unoccupied trailers may be stored in the side or rear yard, provided they comply with a minimum setback of 10 feet.

~~1.2.~~ No more than two of any recreational vehicle, personal recreational vehicle, ORV, and unoccupied trailer may be stored in the front yard, provided it is stored on an improved surface and complies with a minimum setback of 25 feet from the front property line.



- D. Vehicles may be stored in the side or rear yard, provided they comply with a minimum setback of 10 feet and are screened according to Chapter 1060.070.
- E. In accordance with City Code governing junk vehicles there shall be no collection of junk or inoperable vehicles as defined in chapter 80, unused or unusable motor vehicle bodies, parts and engines and related accessories, with the exception of appropriately licensed pioneer, classic or collector vehicles as defined in Minn. Stat. § 168.10.
- F. The accumulation of rubbish, waste matter, disused furniture, appliances, machinery, automobiles and parts thereof, accumulations, which may become a harborage for rats, snakes or vermin or which may be conducive to fire, or which endangers the health, safety or welfare of the public or otherwise not allowed by Section 1060.010.
- G. Wood for burning in a fireplace, stove, furnace, or recreational fire site shall be considered a nuisance unless it is properly stored as follows:
 - 1. In a neat and secure stack, not exceeding 4 feet in height.
 - 2. The wood stack is not infested with rodents.
 - ~~3. The wood is not kept in a front yard.~~



Code Violation Compliance Examples

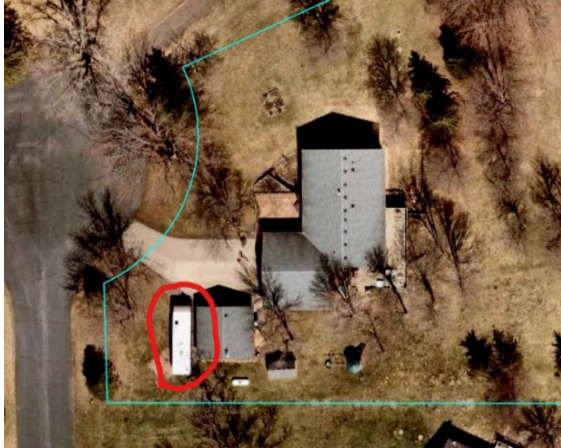


Figure 1



Figure 2



Figure 3



Figure 4

This is a complicated quality of life issue and the draft ordinance addresses the Council's desire to allow some recreational vehicle storage in the front yard while respecting other neighboring landowners view. Unfortunately, there is no one solution that will allow every landowner to continue to store these vehicles in the current locations. For example, the recreational vehicles stored in Figures 1 through 4 were stored in the front yard in violation of the current Storage Nuisance Ordinance.

- The recreational vehicle in Figure 1 is stored on an improved surface and would comply with the proposed amendment.
- The recreational vehicle in Figure 2 would not comply with the proposed amendment because it cannot meet the proposed 25 ft. setback and must be stored in the side or rear yard to comply with City Code.



- The recreational vehicle in Figure 3 is stored on an unimproved surface in the front yard in violation of City Code. The vehicle in Figure 3 cannot be stored in the front yard in compliance with the required setbacks, but could be stored towards the back of the driveway in compliance with the 25 ft. setback.
- The recreational vehicle in Figure 4 is stored on an improved surface in compliance with the 25 ft. setback and would comply with the proposed amendment.

Under the proposed ordinance amendment, approximately 70% of 2021 violation notices for recreational vehicles stored in the front yard would be considered compliant with City Code and approximately 70% of notices for storage violations on lots with double frontages would be considered complaint. With the amended Nuisance Ordinance, vehicles must still display valid license plates and registration tabs and be stored on an improved surface, therefore, a percentage of the 2021 violation notices for recreational vehicles would remain out of compliance with these standards. However, these noncompliant violation notices are more easily resolved, for example, by moving a recreational vehicle from an unimproved surface to a driveway.

Additionally, the change would allow a second RV, boat, snowmobile trailer, ATV or similar piece of equipment to be stored in the front yard.

Conclusion

Staff has reviewed the proposed amendment with the City Attorney. Staff and the City Attorney find the proposed amendment meets City Councils goals to:

1. Allow storage of recreational vehicles, personal recreational vehicles, ORVs and unoccupied trailers in the front yard to reduce the number of rural residents in violation of City Code for storage of these items in the front yard.
2. Allow storage of firewood in the front yard.
3. Reduce the burden of limited options for outside storage on lots with double frontage.

Staff find the proposed amendment to Chapter 82.04 Subd. 3. is consistent across all zoning districts and properties and easy to identify in the field for staff to enforce City Code.

5. Recommendation

Move to adopt the following:

- a. Ordinance 2021-432 Approving Ordinance Amendment
- b. Resolution 2021-103 Approving Findings of Fact for Ordinance Amendment
- c. Summary Ordinance 2021-433 for Summary Publication

Approval of the Amendment Ordinance requires a 3/5 vote of the City Council.

Approval of the Findings of Fact Resolution requires 3/5 vote of the City Council.

Approval of the Summary Publication Ordinance requires a 4/5 vote of the City Council.



Attachments

1. Ordinance 2021-432 Amending the Text of Chapter 82 of the Corcoran City Code
2. Resolution 2021-103 Approving Findings of Fact for an Ordinance Amending the Text of Chapter 82 of the Corcoran City Code
3. Summary of Ordinance 2021-433 for Publication
4. Redlined Chapter 82 “Nuisances”

ORDINANCE NO. 2021-432

Motion By:
Seconded By:

**AN ORDINANCE AMENDING THE TEXT OF CHAPTER 82 (NUISANCES) OF THE
CORCORAN CITY CODE (CITY FILE NO. 21-032)**

THE CITY OF CORCORAN ORDAINS:

SECTION 1. Amendment of the City Code. The text of Chapter 82.02 “Definitions” (Nuisances) of the Corcoran City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined materials as follows:

LOT LINE. The property line bounding a lot except that where any portion of a lot extends into an easement for public right-of-way, the line of such public right-of-way shall be the lot line for applying this Ordinance.

LOT LINE, FRONT. That boundary of a lot which abuts an existing or dedicated public street or private drive easement, and in the case of a corner lot it shall be the shortest dimension on a public street or private drive easement. If the dimensions of a corner lot are reasonably equal, the front lot line shall be designated by the owner and filed with the City. However, all front lot lines shall be subject to the front setback requirements.

LOT LINE, REAR. That boundary of a lot which is opposite the front lot line. If the rear line is less than 10 feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line 10 feet in length within the lot, parallel to, and at the maximum distance from the front lot line.

LOT LINE, SIDE. Any boundary of a lot which is not a front lot line or a rear lot line.

LOT LINE, WIDTH. The maximum horizontal distance between the side lot lines of a lot measured at the required front lot line or ordinary high water level of the shoreline.

PERSONAL RECREATIONAL VEHICLE. ~~A snowmobile, all terrain vehicle (ATV), golf cart, go-carts or dune buggy with or without machine propelled power and designed for recreation.~~All-terrain vehicles, utility task vehicles, golf carts, snowmobiles, off-highway motorcycles, mini-bikes, go-carts, and other motorized vehicles, that by their use fit this definition.

UNOCCUPIED TRAILER. A trailer designed to be pulled by an automobile, van, or pick-up truck and used to transport personal property.

YARD, FRONT. An area extending the full width of a lot between the front line and the nearest principal structure. For the purposes of Chapter 82.04, Subd. 3., a corner lot shall have one front yard and it shall be the area extending the full width of a lot between the principal structure and the front lot line with driveway access to the principal structure.

SECTION 2. Amendment of the City Code. The text of Chapter 82.04 Subd. 3 “Actions Constituting Public Nuisances” (Nuisances) of the Corcoran City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined materials as follows:

ORDINANCE NO. 2021-432

- A. Construction materials, including, but not limited to, piles of dirt, sand, lumber, bricks, concrete blocks or sod, left in the open on property more than 60 days after construction has been completed or a certificate of occupancy has been issued, whichever occurred first.
- B. Discarded construction material or other litter at a construction site that is not placed in an adequate waste container or that is allowed to blow around or off the site.
- C. A recreational vehicle, personal recreational vehicle, ORV, and unoccupied trailer is considered a storage nuisance when remaining in the same location for 72 hours. Except that:
 - ~~1.~~ Recreational vehicles, personal recreational vehicles, ORVs and unoccupied trailers may be stored in the side or rear yard, provided they comply with a minimum setback of 10 feet.
 - ~~2.~~ No more than two of any recreational vehicle, personal recreational vehicle, ORV, and unoccupied trailer may be stored in the front yard, provided it is stored on an improved surface and complies with a minimum setback of 25 feet from the front property line.
- D. Vehicles may be stored in the side or rear yard, provided they comply with a minimum setback of 10 feet and are screened according to Chapter 1060.070.
- E. In accordance with City Code governing junk vehicles there shall be no collection of junk or inoperable vehicles as defined in chapter 80, unused or unusable motor vehicle bodies, parts and engines and related accessories, with the exception of appropriately licensed pioneer, classic or collector vehicles as defined in Minn. Stat. § 168.10.
- F. The accumulation of rubbish, waste matter, disused furniture, appliances, machinery, automobiles and parts thereof, accumulations, which may become a harborage for rats, snakes or vermin or which may be conducive to fire, or which endangers the health, safety or welfare of the public or otherwise not allowed by Section 1060.010.
- G. Wood for burning in a fireplace, stove, furnace, or recreational fire site shall be considered a nuisance unless it is properly stored as follows:
 - 1. In a neat and secure stack, not exceeding 4 feet in height.
 - 2. The wood stack is not infested with rodents.
 - ~~3. The wood is not kept in a front yard.~~

SECTION 3. Effective Date. This Ordinance shall be in full force and effect upon its adoption.

VOTING AYE

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

VOTING NAY

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

ORDINANCE NO. 2021-432

Whereupon, said Resolution is hereby declared and adopted on this 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-103

**Motion By:
Seconded By:**

**A RESOLUTION APPROVING FINDINGS OF FACT FOR AN ORDINANCE
AMENDING THE TEXT OF CHAPTER 82 OF THE CORCORAN CITY CODE
(CITY FILE 21-032)**

WHEREAS, the Corcoran City Council has requested an amendment to Chapter 82 (Nuisances) to allow storage in front yards; and

WHEREAS, the amendment would be consistent with the 2040 Comprehensive Plan; and

WHEREAS, the amendment would be consistent with other City Code standards and City policies; and

WHEREAS, the amendments make edits to reflect the Council's vision to ease storage restrictions for Corcoran residents; and

WHEREAS, the City Council has reviewed the proposed text amendments at a duly called Public Hearing;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran, Minnesota, that it does approve an amendment to Chapter 82 (Nuisances) of the City Code to amend outside storage regulations, based on the following findings:

1. The proposed amendment would reduce the burden of limited options for outside storage on lots with more than one street frontage.
2. The proposed amendment would allow storage of wood, recreational vehicles, personal recreational vehicles, off-road vehicles and unoccupied trailers in the front yard in a manner consistent with the rural character of Corcoran.
3. The proposed amendment would reduce the number of City Code violations related to front yard storage.

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. 2021-103

Whereupon, said Resolution is hereby declared adopted on this 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-433

**Motion By:
Seconded By:**

SUMMARY OF ORDINANCE NO. 2021-432

**AN ORDINANCE AMENDING THE TEXT OF CHAPTER 82 OF THE CORCORAN
CITY CODE RELATED TO FRONT YARD STORAGE STANDARDS
(CITY FILE 21-032)**

The text of Chapter 82 of the City Code of the City of Corcoran, Minnesota, is hereby amended to revise definitions and standards for storage in front yards.

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 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

CHAPTER 10: NUISANCES

10.01: FINDINGS AND PURPOSE

The purpose of this chapter of the City Code is to prohibit certain conduct that is harmful to the health, safety and welfare of the community and to prevent and abate nuisance conduct, events, characteristics or conditions and their harmful effects on city neighborhoods. The City Council finds that excessive noise, disruption and other public nuisance activities are injurious to the public health, safety and welfare and interfere with the quiet enjoyment of life and property. Nothing herein is meant to limit constitutional rights under the federal or state constitution.

10.02: DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ENFORCEMENT OFFICER. Code Compliance Official, member of city staff, or persons authorized by the City to enforce the provisions of this chapter.

GARBAGE. All putrescible animal, vegetable or other matter, including the cans, containers or wrappers wasted along with such materials.

LOT LINE. The property line bounding a lot except that where any portion of a lot extends into an easement for public right-of-way, the line of such public right-of-way shall be the lot line for applying this Ordinance.

LOT LINE, FRONT. That boundary of a lot which abuts an existing or dedicated public street or private drive easement, and in the case of a corner lot it shall be the shortest dimension on a public street or private drive easement. If the dimensions of a corner lot are reasonably equal, the front lot line shall be designated by the owner and filed with the City. However, all front lot lines shall be subject to the front setback requirements.

LOT LINE, REAR. That boundary of a lot which is opposite the front lot line. If the rear line is less than 10 feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line 10 feet in length within the lot, parallel to, and at the maximum distance from the front lot line.

LOT LINE, SIDE. Any boundary of a lot which is not a front lot line or a rear lot line.

LOT LINE, WIDTH. The maximum horizontal distance between the side lot lines of a lot measured at the required front lot line or ordinary high water level of the shoreline.

OWNER. Any person, firm, corporation, or other partnership or organization who alone, jointly, or severally with others may be in ownership of, or have charge, care, or control of, any premises or business within the City as owner, employee or agent of the owner, or as trustee or guardian of the estate or person of the title holder.

OFF-ROAD VEHICLE (ORV). Motorized recreational vehicles capable of cross-country travel on natural terrain. Vehicles not considered ORVs include snowmobiles, all-terrain vehicles (ATVs), off-highway motorcycles (OHMs), motorcycles, watercraft, or aircraft. Farm, logging, military, emergency, law enforcement, utility, trail grooming, and construction vehicles are not considered to be ORVs when used for their intended purposes.

PROPERTY. A parcel or contiguous parcels of real property, including buildings and other structures thereon owned by the same legal entity and under common management. In the case of multi-unit residential or commercial property, the term shall apply to the entire complex.

PERSONAL RECREATIONAL VEHICLE. ~~A snowmobile, all-terrain vehicle (ATV), golf cart, go-carts or dune buggy with or without machine propelled power and designed for recreation.~~All-terrain vehicles, utility task vehicles, golf carts, snowmobiles, off-highway motorcycles, mini-bikes, go-carts, and other motorized vehicles, that by their use fit this definition.

PUBLIC PLACE. An area generally visible to public view, including streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not) and buildings open to the general public, including those buildings in which food or drink is served or entertainment or lodging is provided.

RECREATIONAL VEHICLE. A motor home, travel trailer, truck camper, or camping trailer with or without machine propelled power designed for temporary living quarters for recreation, camping, or travel.

REFUSE. All putrescible and non-putrescible solid waste (except body waste) including, but not limited to, garbage, rubbish, ashes, street cleanings, abandoned automobiles, automobile parts, tires, demolition and construction debris, and market and industrial solid waste.

REFUSE ENCLOSURE. An enclosure capable of containing all refuse and garbage stored by an establishment between pickups. All refuse enclosure construction plans shall be approved by the Building Official.

RESIDENTIAL PROPERTY. Any real property containing a structure suitable for affording shelter for human beings, including any appurtenant or connected structure, including trailers, mobile homes, multiple-family dwellings, buildings containing multiple dwelling units and any property situated within a residential zoning district, as defined by this City Code.

RUBBISH. Non-putrescible solid wastes such as wood, leaves, trimmings from shrubs, dead trees or branches thereof, shavings, sawdust, excelsior, wooden waste, printed matter, paper, paper board, paste board, grass, rags, straw, boots, shoes, hats and all other combustibles not included under the term garbage.

UNOCCUPIED TRAILER. A trailer designed to be pulled by an automobile, van, or pick-up truck and used to transport personal property.

VEHICLE. A self-propelled machine designed and originally manufactured to operate primarily on roadways and shall include, automobiles, trucks, and motorcycles.

WASTE MATTER. Non-putrescible solid waste such as soil, earth, sand, clay, gravel, loam, stone, brick, plaster, crockery, glass, glassware, ashes, cinders, shells, metal, and all other noncombustible material which has been or is to be discarded.

WEEDS, and RANK VEGETATION. Includes but is not limited to the following:

1. Noxious weeds and rank vegetation shall include but not be limited to: alum (alliums), Buckthorn, Bur Cucumber, Canada Thistle, Corn cockle, Cress leaf Groundsel, Curly Dock, Dodder, Field Bindweed, French Weed, Hairy White top, Hedge Bindweed, Hoary Cress, Horse nettle, Johnson grass, Leafy Spurge, Mile-A-Minute Weed, Musk Thistle, Oxeye Daisy, Perennial Sow thistle, Poison Hemlock, Purple Loosestrife, Quack grass, Russian Knapweed, Russian Thistle, Serrated Tussock, Shatter Cane, Wild Carrot, Wild Garlic, Wild Mustard, Wild Onion, Wild Parsnip, Velvet weed, Bull Thistle, Chokeberries, Burning Nettles
2. Rank vegetation includes the uncontrolled, uncultivated growth of annuals and perennial plants.
3. In no event shall cultivated plants or crops include plants that have been defined by state statute or administrative rule as being noxious or detrimental plants.

YARD, FRONT. An area extending the full width of a lot between the front line and the nearest principal structure. For the purposes of Chapter 82.04, Subd. 3., a corner lot shall have one front yard and it shall be the area extending the full width of a lot between the principal structure and the front lot line with driveway access to the principal structure.

10.03: DECLARATION AND NOTICE OF PUBLIC NUISANCE

The enforcement officer may apply and enforce any provision of this chapter relating to public nuisances within this jurisdiction. The enforcement officer or other designated City official shall have the power to inspect private premises and take all reasonable precautions to prevent the commission and maintenance of public nuisances. Except in emergency situations of imminent danger to human life or public safety, or to facilitate, after proper notice, the abatement of a weed nuisance as defined by section 82.04 subd. 7 of this chapter, or as otherwise authorized by law, no enforcement officer or designated City official will enter private property for the purpose of inspecting or preventing public nuisances without the permission of the owner, resident or other person in control of the property, unless the officer or person designated has obtained a warrant or order from a court of competent jurisdiction authorizing entry or for the purpose of making preliminary contact.

10.04: ACTIONS CONSTITUTING PUBLIC NUISANCES

- Subd. 1. In addition to those activities or conditions which fall within the definition of a nuisance in Minn. Stat. § 609.74, as it may be amended from time to time, all acts described, regulated and prohibited in the provisions of this section are hereby

deemed to be, and are hereby declared to be, nuisances. Any person who shall cause or create any nuisance or permit a nuisance to be created to or to be placed upon or remain upon any premises shall, upon conviction thereof, be guilty of a misdemeanor. It shall be a misdemeanor for anyone to aid, abet, advise, encourage or assist another to violate any of the provisions of this section. All of such acts shall constitute misdemeanors. In addition, the City may enforce this section by injunctive action or other appropriate civil remedy. The following property conditions are declared to be nuisances affecting public peace, welfare and safety.

Subd. 2. Public Obstruction Nuisance

- A. All snow and ice not removed from public sidewalks within 24 hours after the snow and ice has ceased to be deposited thereon. Snow and ice remaining after 24 hours may be removed by the city or city's contractor and the property owner shall be liable for all costs for removal.
- B. All limbs of trees which are less than eight feet above the surface of any public sidewalk or nine feet above the surface of any street.
- C. The allowing of rain water, ice or snow to repeatedly fall from any building or structure upon any street or sidewalk or to flow across any sidewalk.
- D. Depositing or storing snow or ice in the public right of way.
- E. Obstructions and excavations affecting the ordinary use of a public street, alley, sidewalk, public right of way, or other public property, except by a public agency or private contractor approved by the Public Works Director or designee.
- F. An unsecured hole or opening caused by an abandoned cistern, well pit, sewage treatment system, unused or non-maintained swimming pool, foundation, mine shaft or tunnel, or any other hole or opening in the ground of sufficient size or depth to pose a danger to the public or an attractive nuisance

Subd. 3. Storage Nuisance

- A. Construction materials, including, but not limited to, piles of dirt, sand, lumber, bricks, concrete blocks or sod, left in the open on property more than 60 days after construction has been completed or a certificate of occupancy has been issued, whichever occurred first.
- B. Discarded construction material or other litter at a construction site that is not placed in an adequate waste container or that is allowed to blow around or off the site.

~~C.~~ A recreational vehicle, personal recreational vehicle, ORV, and unoccupied trailer is considered a storage nuisance when remaining in the same location for 72 hours. Except that:

~~1.~~ ~~R~~Recreational vehicles, personal recreational vehicles, ORVs and unoccupied trailers may be stored in the side or rear yard, provided they comply with a minimum setback of 10 feet.

~~1.2.~~No more than two of any recreational vehicle, personal recreational vehicle, ORV, and unoccupied trailer may be stored in the front yard, provided it is stored on an improved surface and complies with a minimum setback of 25 feet from the front property line.

~~C.D.~~ Vehicles may be stored in the side or rear yard, provided they comply with a minimum setback of 10 feet and are screened according to Chapter 1060.070.

~~D.E.~~ In accordance with City Code governing junk vehicles there shall be no collection of junk or inoperable vehicles as defined in chapter 80, unused or unusable motor vehicle bodies, parts and engines and related accessories, with the exception of appropriately licensed pioneer, classic or collector vehicles as defined in Minn. Stat. § 168.10.

~~E.F.~~ The accumulation of rubbish, waste matter, disused furniture, appliances, machinery, automobiles and parts thereof, accumulations, which may become a harborage for rats, snakes or vermin or which may be conducive to fire, or which endangers the health, safety or welfare of the public or otherwise not allowed by Section 1060.010.

~~F.G.~~ Wood for burning in a fireplace, stove, furnace, or recreational fire site shall be considered a nuisance unless it is properly stored as follows:

1. In a neat and secure stack, not exceeding 4 feet in height.
2. The wood stack is not infested with rodents.

~~3. The wood is not kept in a front yard.~~

Subd. 4. Parking Nuisance

A. A person must not cause, undertake, permit, or allow the outside parking of vehicles on residential property unless it complies with the following requirements:

1. Vehicles that are parked or outside in the front yard areas must be on a paved, gravel, or otherwise improved parking surface or driveway area.

2. Vehicles stored outside on residential property must be owned by a person who resides on that property. Students who are away attending school for periods of time but still claim the property as their legal residence will be considered residents on the property.
3. A vehicle is considered to be parked if it remains in one location for less than 72 hours. For the purposes of this section a vehicle is considered to be stored when remaining in one location for 72 hours or more.

Subd. 5. Noise Nuisance

- A. No person shall make or cause to be made any distinctly and loudly audible noise that unreasonably, disturbs, injures, or endangers the, repose, health, peace, safety, or welfare of any person or precludes their enjoyment of property or affects their property's value. This general prohibition shall not be limited by the specific restriction of the following sections:
 1. Any noise that is in violation of Minn. Rule 7030.0030, as may be amended from time to time.
 2. No person shall sound any audible signaling device on any vehicle except as a warning of danger pursuant to Minn. Stat. § 169.68.
 3. No person shall discharge the exhaust or permit the discharge of the exhaust of any steam engine, stationary internal combustion engine, motorboat, motor vehicle, or snowmobile, except through a muffler or other device that effectively prevents loud or explosive noises there from and complies with all applicable State laws and regulations.
 4. No person shall use any vehicle so out of repair or so loaded as to create loud and unnecessary grating, grinding, rattling or other noise.
 5. No person shall use or operate or permit the use or operation of any radio receiving set, musical instrument, phonograph, paging system, machine, loudspeaker, sound amplifier, or other device for the production or reproduction of sound in a distinct and loudly audible manner as to disturb the peace, quiet and comfort of any person nearby.
 6. No person shall operate a motor vehicle within the City in violation of the motor vehicle noise limits of the Minnesota Pollution Control Agency, or in violation of any Section of this Code relating to motor vehicles.
 7. No person shall participate in any party or other gathering of people giving rise to unreasonable noise, disturbing the peace, quiet or repose of another person. When an Enforcement Officer determines that a gathering is creating such a noise disturbance, the officer may order all persons present,

other than the owner or tenant of the premises on which the disturbance is occurring, to disperse immediately. No person shall refuse to leave after being ordered to by the enforcement officer to do so. Every owner or tenant of such premises, who has knowledge of the disturbance, shall make every reasonable effort to see that the disturbance is stopped.

8. No person shall operate or permit the use or operation of any loudspeaker, sound amplifier, or other device for the production or reproduction of sound on a street or other public place for the purpose of commercial advertising or attracting the attention of the public to any commercial establishment or vehicle.
 9. No person shall keep any animal that disturbs the comfort or repose of any person in the vicinity by its frequent or continued noise as regulated by Chapter 81 of this code.
 10. Construction activities between the hours of 10:00 p.m. and 7:00 a.m. on Monday through Friday, and 9:00 p.m. and 9:00 a.m. on weekends and holidays, including the operation of any pile driver, pneumatic hammer, derrick, steam or electric hoist, bulldozer, or other equipment or tools, the use of which is attended by loud or unusual noise, shall be prohibited.
 11. The operation of outdoor power implements, including but not limited to an electric- or gas-powered implement such as a lawn mower, hedge clipper, chain saw, trimmer, leaf blower/vacuum, or other device designed primarily for outdoor use between the hours of 10:00 p.m. and 7:00 a.m. shall be prohibited. All implements shall be effectively muffled so as to prevent the emission of loud and explosive noises. The above restriction does not include the operation of Agriculture related equipment and any power implement utilized for snow removal within 12 hours of the end of a snow event.
- B. waiver of these requirements can be obtained from the City Administrator or designee. The person wishing to receive exception to these rules to conduct necessary business may make a written application to the City stating when, why, and for how long the noise producing activity shall be conducted. If the request is denied by the City Administrator or designee, the applicant may appeal the decision to the City Council by appearing before the Council during a regular Council meeting.

Subd. 6. Building Nuisance

- A. Any structure that has become dangerous for further occupancy because of structural or sanitary defects or grossly unsanitary conditions.

- B. Accumulations in permanent dwellings to such an extent preventing emergency egress.
- C. The existence of any manufactured home, building or portion of a building which has stood with an incomplete exterior shell for longer than one year; or any building or a portion thereof which is:
 - 1. Open to entry by persons without the use of tools or ladders;
 - 2. A structure with multiple exterior housing code or building code violations;
 - 3. A structure containing unfinished additions or partitions or any other unfinished structure; and
 - 4. A dangerous structure, meaning any structure which is potentially dangerous to persons or property including, but not limited to a structure in danger of partial or complete collapse, or a structure which has parts such as porches, stairs, ramps and floors or roofs which are accessible and which are either collapsed, in danger of collapsing or not able to carry their designed weight.

Subd. 7. Weed Nuisance

- A. Maintenance of grass or weeds on a property at a height of more than 12 inches, except:
 - 1. on slopes in excess of 3:1 within residential properties;
 - 2. wetlands;
 - 3. wetland buffers;
 - 4. areas maintained in prairie or other native vegetation;
 - 5. areas subject to a conservation or similar easement; and
 - 6. publicly owned parks, trails or nature areas.
 - 7. on those portions of a property actively farmed or used for agricultural purposes.
- B. The weed nuisance may be abated following the procedure outlined in Section 82.05 Subd. 3.

Subd. 8. Garbage and Refuse Nuisance

- A. The existence of refuse or garbage, noxious substances or hazardous wastes, accumulated, piled, left, deposited, buried or discharged upon, or in, or flowing from any property, structure or vehicle, except for refuse or garbage deposited at places designated and provided for that purpose by the City.



CITY OF CORCORAN

8200 County Road 116, Corcoran, MN 55340 763-420-2288 www.corcoranmn.gov

Date: 9 / 23 / 21 Open Forum: Yes or No
If you are not speaking on an agenda item, you will speak at Open Forum

Name of Speaker: Rebecca Gunderson
(PLEASE PRINT CLEARLY)

Related to Agenda Item: Yes or No Agenda Item Number: Garage TOO

Representing: _____

Address: 6300 Horseshoe Bend Drive Telephone (optional): _____

**Please note your public comment card will become part of the permanent record.
Please approach the podium to speak when called upon.**

Comments: _____

PUBLIC COMMENT CARD

Meeting Rules of Conduct:

- Fill out and turn in white comment card to a staff member.
- When called upon, approach podium and state name and address.
- Indicate if representing a group.
- Limit remarks to 5 minutes.



TO: Corcoran City Council

FROM: Nicholas Ouellette through Kendra Lindahl, Landform

DATE: September 16, 2021 for the September 23, 2021 City Council Meeting

RE: Rezoning, Site Plan, Conditional Use Permit, Variance and Preliminary Plat for Garages Too on the Property Located at 2240 State Highway 55 and 6315 Horseshoe Bend Drive (PID 32-119-23-44-0001 and 32-119-23-44-0009) (city file no. 21-016)

REVIEW DEADLINE: November 6, 2021

1. Description of Request

The applicant is requesting approval of a rezoning, site plan, conditional use permit, variance and preliminary plat to allow for the development of four new buildings as part of a proposed mini storage/self storage facility. The four buildings will be subdivided into smaller storage spaces for rent. A lot line adjustment will result in the transfer of a portion of the property at 2240 State Highway to the property at 6315 Horseshoe Bend Drive.

The applicant is requesting to rezone 2240 State Highway 55 from Urban Reserve (UR) district to the Light Industrial (I-1) district. A conditional use permit is required as the proposed use, "Mini Storage/Self Storage Facilities", on proposed Lot 1 is a conditional use in the I-1 district. The applicant is also requesting a variance for:

- a. Lot size and width standards in the UR district at 6315 Horseshoe Bend Drive;
- b. Lot width and front setback standards in the I-1 district at 2240 State Highway 55;
- c. Required parking and drive aisle setbacks from the south property line of 2240 State Highway 55; and,
- d. Requirement to develop 2240 State Highway 55 with connection to municipal sewer and water in the Metropolitan Urban Service Area (MUSA).

2. Planning Commission Review

The Planning Commission held a public hearing on this item at their August 5, 2021 meeting. In addition to the applicant, there were five residents who spoke on the item. There were also a number of letters and emails that were received and shared with the Planning Commission in advance of the meeting. All letters and emails were entered into the public hearing record.

All residents who spoke were opposed to the request. Primary concerns were related to access, noise, drainage, lighting and security. The Planning Commission noted concerns about trash, restrooms, commercial activity on site, traffic and security.

The Commission voted 3-2 to recommend denial based on the finding that the variance standards were not met for the variance from municipal services and that the development was premature as defined



by Section 925 of the City Code. The other applications must then be denied if the application is deemed premature for development. Staff has prepared as resolution for denial based on the Planning Commission recommendation.

Following the Planning Commission meeting, the applicant revised the plans to address some of the engineering comments and provided additional stormwater analysis. The revised plans received on September 7th also show a controlled access gate and turnaround area on the private drive. The gate will permit access to tenants with a unique gate code and restrict access to the site outside the business hours of 7:00AM to 9:00PM as defined by the owner.

The applicant has revised the Project Development Narrative and included a standard lease agreement. The project narrative describes provisions from the lease agreement that address some Planning Commission and staff comments.

The City Engineer held to neighborhood meetings with the developer on site to review stormwater issues following the Planning Commission meeting. The engineer's memo includes conditions to address state and local stormwater requirements for water quality and flow rates.

3. Context

Background

The City Council reviewed a concept plan on March 14, 2021 and indicated support for the project with comments. Council discussed the impact to residential neighbors with respect to noise, screening, and lighting. Council also discussed how the storage facility would operate, fire safety concerns and trip counts for access from State Highway 55.

Zoning and Land Use

The proposed Lot 1 is guided Light Industrial, zoned UR and is part of the Future Study Area for sanitary sewer identified in the Comprehensive Plan. The property includes an existing home and two detached accessory structures, all of which will be removed as part of the development. The proposed Lot 2 (6315 Horseshoe Bend Drive) is guided Existing Residential in the Comprehensive Plan and has an existing home and detached accessory structure that will remain.

Surrounding Properties

Properties located to the north and east of the site are guided Existing Residential in the Comprehensive Plan and are zoned UR district. The properties directly west and south of the site are guided Light Industrial in the Comprehensive Plan and are zoned I-1 district.



Natural Characteristics of the Site

There are no natural resources identified in the Natural Resource Inventory. There are trees scattered around the homesite on both properties.

4. Analysis

Staff has reviewed the application for consistency with Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance and City Code requirements, as well as 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.

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 Zoning Ordinance and Map are the enforcement tools used to implement the goals and standards set in the Comprehensive Plan.

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.

The City's discretion in approving a preliminary plat is limited to whether the proposed plat meets the standards outlined in the City's subdivision and zoning ordinance. If it meets these standards, the City must approve the preliminary plat.

B. Consistency with Ordinance Standards

Rezoning

The two properties that comprise the proposed development site are currently zoned Urban Reserve (UR) district. The applicant is requesting that the property located at 2240 State Highway 55 be rezoned to I-1 district. The property located at 6315 Horseshoe Bend Drive will remain zoned as UR. 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 Future Land Use Map in the Comprehensive Plan designates the property at 2240 State Highway 55 as an area for Light Industrial development. The Urban Reserve zoning district is simply a holding zone until development is proposed and the property is then rezoned to the corresponding zoning district. The corresponding zoning district is Light Industrial (I-1). The I-1 district is intended to provide areas for manufacturing, warehousing, automotive, trucking, office and other related uses. The proposed mini storage/self storage facility is consistent with the policies and provisions for the I-1 district as described in the Comprehensive Plan. Comprehensive Plan Land Use Goal #4 is to attract and encourage new light industrial, office-industrial, high tech and professional services, and maintain and expand existing business in Corcoran. The proposed development and use support this Land Use goal. The proposed action is consistent with plans for public facilities and capital improvements. Staff has included a condition that the site will connect to public facilities when they are available.

The change to the lot line will mean a portion of the property at 6315 Horseshoe Bend will be guided Light Industrial due to the change in the lot line. This is inconsistent with the UR zoning for this property. Because a portion of this area includes the pond created to serve the industrial lot, staff and the Planning Commission are comfortable with the existing land use remaining until the next Comprehensive Plan update when it should be corrected to follow the lot lines.

- However, if the City Council feels differently, they could include a condition a Comprehensive Plan Amendment be applied for prior to final plat submission.

- 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 use of the site, self storage facilities, meets the purpose and intent of the Light Industrial district which is to provide a full range of industrial, manufacturing, warehousing and similar uses. The I-1 district allows Mini Storage/Self Storage Facilities as a conditional use permit.

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

The applicant indicates that this storage facility does not require sewer and water to operate. There is no demand for municipal or private sewer and water, therefore, there is adequate infrastructure available to serve the proposed action.

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

Adjacent properties to the south and west are zoned I-1 and properties to the north and east are zoned UR. Buffer space is provided on the north and east perimeter of proposed Lot 1. Existing trees along the east property line and proposed tree plantings along the north property line provide



screening from the proposed development. The applicant has also proposed eight additional trees to be planted on residential properties to the north of the site.

Site Plan

The request is for approval of a site plan to allow a “Mini Storage/Self Storage Facilities” use in the I-1 zoning district. The proposed development includes four new buildings to provide a total of 37 individual rental storage units. The existing buildings and utilities on 2240 State Highway 55 will be removed.

Design Guidelines/Architecture

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

Plans for proposed Lot 1 show four buildings ranging in height from 21 ft. 7 in. to 23 ft. 10 in. Buildings will have grey rock face concrete block walls, charcoal concrete brick wainscot, white trim and fascia with asphalt shingled roofs. Building “A” is located at the site entrance and features additional architectural features including grey lap siding, stone veneer wainscot and decorative posts. The building materials comply with ordinance standards for design and architecture.

The guidelines for commercial development in the Southwest District are minimal and call for high quality business parks with well-landscaped setbacks and buffers. The proposed mini storage/self storage facility meets the guidelines for commercial development in the Southwest District. The orientation of the buildings and individual storage unit entrances generally face away from the residential properties located to the north and east of the site.

There is an existing house and accessory structure on proposed Lot 2 which will remain. No new structures will be developed on proposed Lot 2.



Lot Analysis

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

	I-1 District Standards	Proposed Lot 1
Minimum lot area	1 acre	4.59 acres
Minimum lot width	100 ft.	0 ft.
Minimum lot depth	200 ft.	340 ft.
Setbacks		
Front, from major roadways	100 ft.	0 ft.
	I-1 District Standards	Proposed Lot 1
Setbacks		
Front, from all other streets	50 ft.	70.15 ft.
Side	20 ft.	21.42 ft.
Rear	20 ft.	50.06 ft.
Adjacent to residential	50 ft.	50 ft.
Maximum Principal Building Height	45 ft.	23.66 ft.
Maximum impervious surface coverage	70%	65.60%

While the structures in proposed Lot 1 comply with the setback requirements, the parking area is within the required 50 ft. setback from the front property line. As such, the applicant is requesting a variance from parking setback requirements in the I-1 district.

Lot Standards for the UR district are as follows:

	UR District Standards	Proposed Lot 2
Minimum lot area	20 acres	2.12 acres
Minimum lot width	300 ft.	275.24 ft.
Minimum lot depth	300 ft.	434.31 ft.
Setbacks		
Front, from all other streets	50 ft.	167.78 ft.
Side	25 ft.	42.55 ft.
Rear	30 ft.	34.36 ft.
	UR District Standards	Proposed Lot 2
Maximum Principal Building Height	35 ft.	N/A

Proposed Lot 2 does not meet UR district standards for lot size and width but will increase from 1.67 acres to 2.12 acres. The variance request is discussed later in the staff report.



Plans show the existing accessory structure on proposed Lot 2 meets the standard for accessory structure footprints and setbacks from the rear and side property lines. Based on an aerial photo, three additional accessory structures may be located on proposed Lot 2 which are not delineated on site plans or certificate of survey. The applicant has indicated the three accessory structures not delineated on plans are chicken coops. Staff has included a provision all structures shall be delineated on plans submitted with the final plat.

Parking

Site plans show a graded bituminous paved parking surface with concrete curb and gutter. No designated parking spaces are provided on site.

The applicant has indicated that there will be no on-site staff and no allowed over-night parking. Parking areas will be used on a temporary basis by customers accessing their storage units during business hours. To that end, the developer has arranged for a towing service to remove vehicles in violation of the over-night parking rule. The plans show a minimum of 60 feet of separation between buildings, which would be adequate for parking in front of a unit and allow traffic to pass unobstructed.

As noted in the Lot Analysis, the drive aisle/parking area on proposed Lot 1 does not comply with the 50 ft. setback from the front (south) property line. The applicant is requesting a variance from parking setback requirements in the I-1 district.

Signage

No signage is proposed as part of the development and no tenant signage is allowed by the business. Rental units will have identification signs above each service door.

Landscaping

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. The proposed development preserves the slope on the north of the property and adds landscaping for screening.

While the properties to the west and south are vacant industrial properties, the properties to the north and east are single family homes and providing some transition/screening between this use and those homes was identified by the Council as a priority during the concept plan review. Staff notes the highest finished floor elevation of the proposed development is 1045 ft. and homes surrounding the site have elevations between 1018 ft. and 1030 ft. Homes on the residential lots north of proposed Lot 1 are more than 200 ft. from the closest proposed mini storage/self storage facility structure. The homes on 6315 Horseshoe Bend Drive and 6311 Horseshoe Bend Drive are, respectively, 142 ft. and 160 ft. from the closest proposed mini storage/self storage facility structure.



The applicant's landscape plan meets ordinance requirements by providing landscaping around the buildings and parking surfaces. City Code requires the minimum number of trees on any given non-residential site to be one overstory tree per 1,000 sq. ft. of gross building floor area or one tree per 50 lineal feet of site perimeter, whichever is greater. City Code also requires one understory shrub for each 300 sq. ft. of building or one tree per 30 lineal feet of site perimeter, whichever is greater. Per these standards, the applicant is required to provide 62 trees and 207 shrubs on the site. Landscape plans show 15 existing trees, 47 new trees and 207 shrubs in accordance with this standard. The applicant is also providing eight additional trees on properties adjacent to the north boundary to provide additional screening between residential and light industrial uses. The code does not include a tool to give credit for existing trees or trees planted off site. While staff supports the applicants plan to preserve the existing vegetation on the east lot line and plant trees off-site, an additional 15 trees should be added to the site to meet code requirements. Staff has included this as a condition of approval.

- The Planning Commission supported giving credit towards the 62 new trees required for the eight trees to be planted offsite. If City Council agrees, they could modify Resolution xx, condition 6(d) to say "The applicant must preserve the existing 15 trees on the south-east property line, plant the eight trees on the adjacent properties to the north and install 54 new trees and 207 shrubs in compliance with Section 1060 of the Zoning Ordinance."

Shrub plantings are proposed along the walls of buildings that have visibility from residential properties to the north and east of the site. The applicant's narrative says that trees are not proposed along the west boundary due to topography and retaining wall issues, but the retaining wall is only one foot high and landscaping could break up the visual of a long wall.

Staff note that approximately 30 trees are located on a slope on the north side of proposed Lot 1. Staff has included a condition that the applicant provide a landscape detail to ensure for proper planting of trees on steep slopes. Trees planted on steep slopes like this can struggle to survive if improperly planted.

Public Safety

Public Safety reviewed the plans and provided an email dated June 23, 2021 stating that the revised plans comply with fire code requirements. The buildings are not sprinkled but do have fire walls and required fire connections through the building.

Prior to final plat submittal, initiation of grading, or any other site work, the applicant must provide a turning radius exhibit for the site to ensure that emergency vehicles can safely move through the site.

Streets/Access

Access to the mini storage/self storage facility on proposed Lot 1 is provided through a private driveway easement which connects to State Highway 55 to the south. Access to the private driveway from State Highway 55 is located within the municipal boundaries of the City of Medina. No access to the mini storage/self storage facility will be provided from Horseshoe Bend Drive. Staff has included a condition



that the applicant obtain any required permits and comply with access requirements from the City of Medina or initiate annexation of the property from Medina to Corcoran prior to final plat.

MnDOT provided comments to the City with respect to access from State Highway 55. MnDOT recommends providing main access to proposed Lot 1 from Horseshoe Bend Drive rather than the current State Highway 55 access, which is on a horizontal curve on a high speed and high-volume road without turn lanes. However, MnDOT indicated the current access may remain because the proposed development does not meet traffic warrants for required improvements. The applicant is responsible for obtaining an Access Permit from MnDOT. The applicant is also responsible for obtaining approval and financing any requirements from MnDOT including for any work within or affecting the MnDOT right-of-way. The applicant is proposing improvements to the access drive and additional information, as outlined in the Engineer's Memo dated July 27, 2021, is required to ensure compliance with City and Elm Creek Watershed Management Commission rules.

The Southwest District Design Guidelines indicate that future driveways and other direct access from new developments to State Highway 55 shall not be permitted. As delineated on the Southwest District map in Figure 1 below, a frontage road is proposed within the district to collect traffic to ensure orderly and safe access to State Highway 55. Staff has included a condition that if the frontage road is built to the proposed development, access to State Highway 55 will be removed and redirected to the frontage road.

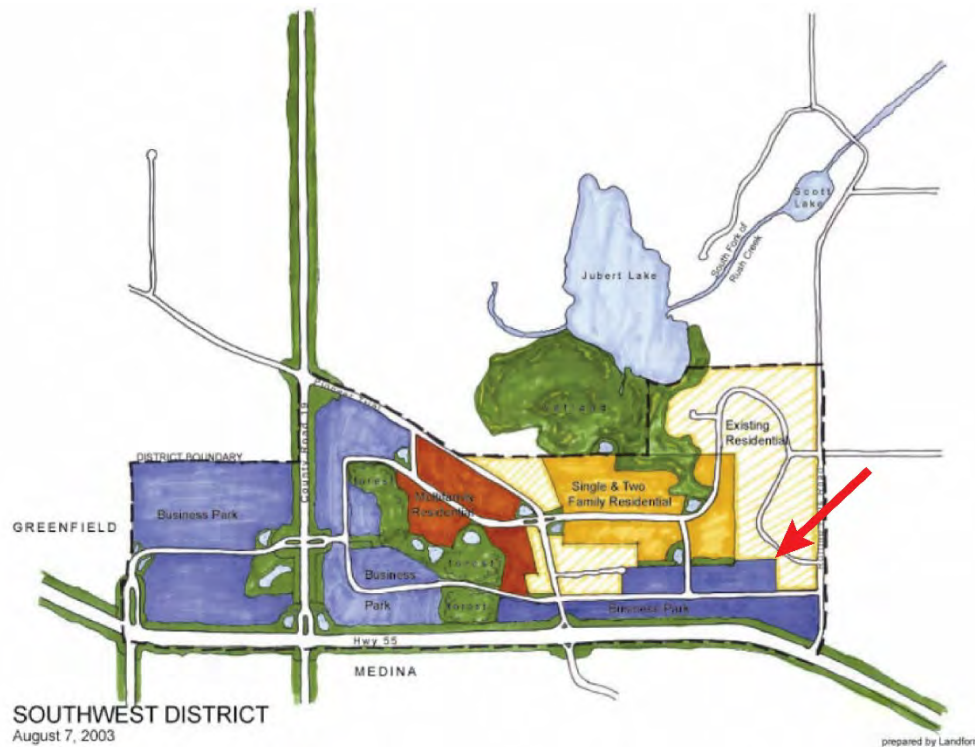


Figure 1: Southwest District Map from Appendix A of the Zoning Ordinance. The site location is marked by the arrow.



Utilities

Proposed Lot 1 has existing well and septic and the applicant has indicated the septic system will be removed according to MPCA requirements and the well will be capped per MDH requirements. Development of proposed Lot 1 will not include any new well or septic utilities. The proposed mini storage/self storage facility use will not require an extended employee presence and does not necessitate installation of on-site well and septic facilities. However, the site is located within the MUSA and is required to connect to municipal services prior to any new development. The applicant is requesting a variance from the requirement that municipal services be available at the site prior to development. Staff has included a condition that once municipal services are available to the site, connections must be made.

As the lot line is shifting between proposed Lot 1 and Lot 2, vacation of the existing drainage and utility easements along the existing property line will be required with the final plat and shall include the dedication of new drainage and utility easements. These easements are delineated in the site plans.

Lighting

The only lighting for proposed Lot 1 is building lighting on the structures. The applicant has submitted a light fixture cut sheet that appears to meet the requirements of the Zoning Ordinance including the 90-degree cutoff requirement. While some residences may have sight lines to lit areas of the proposed mini storage/self storage facility, existing and proposed tree plantings shall provide screening to the residences.

Stormwater Management

The proposed stormwater filtration basin is located on both proposed Lot 1 and proposed Lot 2. As noted in the Engineer's Memo, a stormwater maintenance agreement is required for all stormwater conveyance and treatment facilities. Stormwater ponds shall be designed to be attractive in both flooded and dry conditions and the use of native plants for filtration around the pond is encouraged. Staff has included a condition that the applicant shall own and maintain the stormwater infrastructure.

Wetlands

A wetland report has been completed showing two small wetlands. The Technical Evaluation Panel (TEP) conducted a site inspection on July 19th and found them to be constructed wetlands which would not be subject to wetland buffer and setback requirements. The applicant submitted a no loss application to the TEP which found the area qualifies for the no loss criteria. The TEP has approved the Wetland Boundary and No Loss applications.



Conditional Use Permit

The applicant is requesting a conditional use permit to allow “Self Storage Facilities” for the new Garages Too business. Section 1040.125, 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.

The applicant has indicated units will be leased to companies and private individuals for storage of items ranging from company vehicles, supplies, automobiles, recreational vehicles, pickup trucks and trailers. The applicant has specified that no commercial-type vehicles will be allowed within the units, however, City Code does not prohibit the storage of commercial-type vehicles. The applicant has also indicated repair of personal vehicles will be allowed within storage units but not in the parking or drive aisles. City Code does not allow for the repair of automobiles in mini storage/self storage facilities and staff has included a condition prohibiting this activity. In the project narrative, the applicant indicates “no public traffic, extended employee presence, outdoor storage or over-night parking will be allowed on site”. Staff interprets the provision that no over-night parking will be allowed on site to mean no outside over-night parking. A gate on the private drive will restrict access to the site outside of the business hours of 7:00AM to 9:00pm. Staff has included a condition that no auto repair will be allowed within units and that no overnight parking is allowed outside of the units.

A lease agreement provided by the applicant prohibits tenants from using the property for residential purposes and specifies “no retail or wholesale goods or services may be offered, performed, or sold at the premises or property”. The lease agreement also indicates tenants may not be on the site for more than three hours on any day.

There was discussion at the Planning Commission about how to interpret the code language saying, “units are not to be used for... any commercial activity...”. It is staff’s interpretation that the space can be used to store commercial supplies, but that it cannot be used for repairs, production, retail sales, office space or the like.

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

The only use proposed for the site is a mini storage/self storage facility. The mini storage/self storage facility will not allow for retail or wholesale goods or services to be offered, performed, or sold on the site. No office or bathroom facilities will be provided on the site for tenants or staff.

3. Storage of hazardous or flammable materials is prohibited.

Staff has included a condition that the storage of hazardous or flammable materials is prohibited. The lease agreement provided by the applicant includes a provision that requires tenants to comply with any regulation, rule, order or governmental determination which relates to or governs hazardous materials.



4. No exterior storage is allowed.

The applicant has indicated no exterior storage or overnight parking of any kind is allowed on the site. To that effect, the applicant has arranged ongoing towing services 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 doors on the units shall face inward and away from the street and property lines.

Plans include a controlled access gate on the private drive on a parcel owned by Garages Too, LLC. The applicant indicates tenants will be given a unique gate code in order to access the site. Access to the site will also be restricted outside of the business hours of 7:00AM to 9:00PM. The applicant has also indicated the property will be equipped with surveillance equipment to provide security.

Each unit is secured by the walls of the structure. All doors on the units face inwards and away from residential property lines. The site does not abut any public street or private drive. Buildings A and B have units which face the south property line abutting a I-1 zoned property.

6. An on-site manager is allowed only where adequate sanitary facilities are provided, either through 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 required and not provided.

The use must also comply with the 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 uses anticipated for areas zoned 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 will 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 the approval are met. The use is allowed within the I-1 district.

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 new business is a conditional use in the I-1 district and the applicant has worked with the adjacent landowner to provide landscaping on the subject property and neighboring properties to provide a transition between uses. Staff has proposed conditions to ensure compliance with the ordinance standards.

- 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, but private utilities would be provided.

- 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 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.

Variance for Lot Size and Width Standards in the UR District for Proposed Lot 2

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

The existing lot at 6315 Horseshoe Bend Drive is a legal, nonconforming lot, and the combined area with 2240 State Highway 55 lot is not changing. The nonconformity of Lot 2 is decreasing because Lot 2 will increase from 1.67 to 2.12 acres in size. There is practical difficulty in complying with the Zoning Ordinance because the lot is legal nonconforming and it is not possible to create a conforming lot from the combined area of the two lots. Adjusting the common lot line will not result in any real change to the existing conditions with the existing legal nonconforming lot.

- 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 situation is unique to the site as proposed Lot 2 is nonconforming today and that condition will not change if the preliminary plat and variance are approved. The conditions for which the variance is being sought were established after the property at 6315 Horseshoe Bend Drive had been developed. The constraints to conform with minimum lot size and lot width were established prior to, and not created by, the current landowners.

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

The combined area of the proposed lots is not changing and only the shared lot line is being adjusted. The essential character of the locality is being preserved as no new lots are being created and proposed Lot 2 has been developed.

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

The intent of the UR district is to preserve areas where urban services are planned, as shown on the 2040 Comprehensive Plan, but not yet available. City Code describes that large minimum lot sizes will assist to retain these lands in their natural state until public infrastructure is available. Proposed Lot 2 has already been developed and will continue to preserve the urban service area as it exists today.

E. The variance is consistent with the Comprehensive Plan.

The variance to allow for smaller lot dimensions is consistent with the Comprehensive Plan for Existing Low Density Residential. The density of roughly 1 unit per 2 acres will remain the same, as no new development or lots are being created.

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

None.

Variance for Lot Width and Setback Standards in the I-1 District for Proposed Lot 1

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

The property is unique in that the existing lot of record has no frontage on a public or private street. Lot width is measured at the front lot line, which is the property line abutting an existing or dedicated public street or private drive easement. This lot does not abut a public street and gets access over three separate parcels to the south with a new driveway easement. Without a front lot line, the lot width is zero and does not comply with the lot width requirements in the I-1 district. Because the site is being platted, a variance is required as the site will no longer be legal nonconforming and has practical difficulties in complying with the zoning ordinance.



The required setback from the front lot line cannot be met as there is not front lot line from which to require setbacks. The applicant has proposed a 50 ft. building setback from the south property line which serves as the de facto front property line. A variance from the parking/drive aisle setback is requested.

- 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 situation is unique to the site as the property is nonconforming today and that condition will not change if the preliminary plat and variances are approved. The constraints to conform with lot width and front setback standards were established prior to, and not created by the current landowner.

- 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 use from low density residential is consistent with the future land use projected for the site. The residential neighborhood to the north and west will remain essentially unchanged.

- 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. Plans for the proposed facility comply with I-1 height, lot coverage, setbacks, landscaping, and loading regulations which facilitate compatibility between light industrial uses and residential development.

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

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

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

None

Variance for Parking and Drive Aisle Setbacks for Proposed Lot 1

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

The property is unique in that the existing lot of record has no frontage on a public street or private drive. Minimum parking and drive aisle setbacks are 10 ft. from the side and rear and in the front the setbacks are the same minimum front setback for principal structures in the zoning district.



Without a front lot line, proposed Lot 1 cannot meet the required setbacks for parking and drive aisles. The front of proposed Lot 1 is determined to be the south lot line where access to the site is provided. The parking and drive aisle could meet a 50 ft. setback from the south property line, however meeting such setbacks would require an exceptionally large amount of landscaping and construction work to overcome topographical challenges of developing the steep slope on the north side of proposed Lot 1. This would also shift the development closer to the adjacent residential properties.

- 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 has no street frontage and the setback requirements for the front lot line do not abut a street. These conditions are unique to the parcel of land and were not created by the landowner.

- 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 use from low density residential is consistent with the future land use projected for the site. The residential neighborhood to the north and west will remain essentially unchanged. The south property line abuts an existing light industrial use that will not be impacted by the proposed development.

- 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 10 ft. setback from the south property line which is consistent with parking area and drive aisle setbacks for side and rear property lines. The south property line abuts an existing light industrial use which would not require extensive buffers between compatible land uses.

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

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

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

None.

Variance for Municipal Services Requirement

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



New development within the I-1 district 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 2030-2035 stage of the Comprehensive Plan 2040 Staging Plan, but the area is subject to a Metropolitan Council study which is not expected to be completed until the next Comprehensive Plan update. This study will determine the method and timing of regional wastewater services for area. It is not practical to delay the development of all property in the southwest district of Corcoran until that study is complete and it is particularly onerous for this site, which does not require municipal sewer and water connection.

- 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.

- 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 use from low density residential is consistent with the future land use projected for the site. The residential neighborhood to the north and west will remain essentially unchanged. The south property line abuts an existing light industrial use property which will also remain 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. While this development is proposed without municipal services available to the site, such services are not required to facilitate the proposed use.

- 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.



Preliminary Plat

The preliminary plat will create two new lots from two existing parcels. The plat will adjust the lot line between the self storage site and the adjacent residential property and will increase the residential property by 0.34 acres. As discussed earlier in the staff report, the plat does require variances from lot size and width standards in the UR district.

No new lots would be created.

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 preliminary plat, rezoning, conditional use permit variance have been met. The proposed use for Lot 1 is consistent with the type of use projected for the Light Industrial zoning district in the City. The proposed use for Lot 2 is consistent with the existing and projected use for the Urban Reserve zoning district in the City. Any outstanding issues that must be addressed have been included as conditions in the attached draft resolutions. Staff recommends approval of the request. It is typical for the City to approve project with conditions of approval that must be addressed and approved by staff prior to beginning construction. However, if the Council feels that additional information is require, they could table the item to a future meeting in October to allow the applicant to provide additional stormwater information required by the City Engineer.

The Planning Commission did recommend denial of the request based on the finding that development is premature until municipal sanitary sewer and water are available to serve the parcel. Staff has prepared a resolution for denial based on their recommendation.

5. Recommendation

The City Council should choose one of the following three options:

- a. Move to approve the request by adopting the following:
 - i. Ordinance 2021-461 amending the Zoning Map
 - ii. Resolution 2021-94 approving findings of fact for rezoning
 - iii. Resolutions 2021-95 approving site plan and conditional use permit
 - iv. Resolution 2021-96 approving the variance
 - v. Resolution 2021-97 approving the preliminary plat.
- b. Move to adopt Resolution 2021-94 denying the request, as recommended by the Planning Commission.
- c. Table the request to the October 14th or 28th meeting to allow the applicant time to provide more stormwater information.



Attachments

1. Resolution 2021-94 denying the request
2. Ordinance 2021-431 amending the Zoning Map
3. Resolution 2021-94 approving findings of fact for rezoning
4. Resolution 2021-95 approving site plan and conditional use permit
5. Resolution 2021-96 approving the variance
6. Resolution 2021-97 approving the preliminary plat.
7. Site Location Map dated July 29, 2021
8. City Engineer's Memo dated September 16, 2021
9. Response to Engineering Review Comments dated September 7, 2021
10. Public Safety Memo dated May 5, 2021
11. Public Safety Email dated June 23, 2021
12. MnDOT Letter dated May 25, 2021
13. Applicant Site Plan Narrative dated September 7, 2021
14. Development Plans dated September 7, 2021
15. Drainage Analysis dated September 7, 2021
16. Storm Sewer Pipe Size Analysis dated September 7, 2021
17. Wetland Delineation dated July 8, 2021
18. Wetland Notice of Decision dated August 11, 2021
19. Certificate of Survey for 2240 State Highway 55 dated March 11, 2021
20. Certificate of Survey for 6315 Horseshoe Bend Drive dated May 26, 2021
21. Architectural Plans dated April 20, 2021
22. Color Sheets dated July 2, 2021
23. Cut Sheets for Lighting dated May 24, 2021
24. Public Comments

RESOLUTION NO. 2021-94

Motion By:
Seconded By:

DENYING A REZONING, SITE PLAN, CONDITIONAL USE PERMIT, VARIANCES AND PRELIMINARY PLAT FOR GARAGES TOO ON THE PROPERTY LOCATED AT 2240 STATE HIGHWAY 55 AND 6315 HORSESHOE BEND DRIVE (PID 32-119-23-44-0001 AND 32-119-23-44-0009) (CITY FILE 21-016)

WHEREAS, Craig Scherber of Garages Too, LLC (“the applicant”) has requested approval of a rezoning, site plan, conditional use permit, variances and preliminary plat for the properties located at 2240 State Highway 55 and 6315 Horseshoe Bend Drive, legal described as follows:

See Attachment A

WHEREAS, the Planning Commission has reviewed the rezoning, site plan, conditional use permit, variances and preliminary plat 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 request for a variance for the municipal services requirement based on the finding that the variance standards in Section 1070.040 of the Zoning Ordinance have not been met. Specifically:

1. Adequate municipal services and facilities are not available to accommodate the rezoning and proposed use. As such, the request is not reasonable because there is no practical difficulty or hardship in complying with the Zoning Ordinance standard that new development within the Light Industrial (I-1) district shall only be allowed when a full range of municipal services and facilities are available to serve the area.
2. Section 925.010 of the City Code prohibits approval of any subdivision deemed premature. The site is premature for development due to lack municipal sanitary sewer and water service.

FUTHER, 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, site plan, conditional use permit, variance for lot size and width standards in the Urban Reserve (UR) district for proposed Lot 2, variance for lot width and setback standards in the Light Industrial (I-1) district for proposed Lot 1, variance for parking and drive aisle setbacks for proposed Lot 1 and preliminary plat based on the finding that it cannot proceed without the variance from the municipal services requirement.

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. 2021-94

Whereupon, said Resolution is hereby declared adopted on this 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-94

Attachment A

That part of the North 340 feet of the South 1065 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 119 North, Range 23, West of the 5th Principal Meridian, lying West of the East 685 feet thereof, Hennepin County, Minnesota.

and

Lot 4, Block 2, Schnell's Highland Acres 2nd Addition, Hennepin County, Minnesota.

ORDINANCE NO. 2021-431

Motion By:
Seconded By:

AN ORDINANCE AMENDING TITLE X (ZONING ORDINANCE) OF THE CITY CODE TO CLASSIFY CERTAIN LAND LOCATED AT 2240 STATE HIGHWAY 55 (PID 32-119-23-44-0001) (CITY FILE 21-016)

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) to Light Industrial (I-1), described as follows:

See Attachment A

Section 2. Effective Date. This amendment shall take effect upon adoption of this resolution.

ADOPTED by the City Council on the 23rd day of September 2021.

VOTING AYE

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

VOTING NAY

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

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

ORDINANCE NO. 2021-431

ATTACHMENT A

That part of the North 340 feet of the South 1065 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 119 North, Range 23, West of the 5th Principal Meridian, lying West of the East 685 feet thereof, Hennepin County, Minnesota

RESOLUTION NO. 2021-94

Motion By:
Seconded By:

**APPROVING FINDINGS OF FACT FOR REZONING FOR 2240 STATE HIGHWAY 55 (PID
32-119-23-44-0001) (CITY FILE NO 21-016)**

WHEREAS, Craig Scherber of Garages Too, LLC (“the applicant”) has requested approval to rezone the property legally described as follows:

See Attachment A

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 support the request of Garages Too, LLC for the reclassification of the property, based on the following findings and conditions:

1. The Future Land Use Map in the Comprehensive Plan designates the property at 2240 State Highway 55 as an area for Light Industrial development. The Urban Reserve zoning district is simply a holding zone until development is proposed and the property is then rezoned to the corresponding zoning district. The corresponding zoning district is Light Industrial (I-1). The I-1 district is intended to provide areas for manufacturing, warehousing, automotive, trucking, office and other related uses. The proposed mini storage/self storage facility is consistent with the policies and provisions for the I-1 district as described in the Comprehensive Plan. Comprehensive Plan Land Use Goal #4 is to attract and encourage new light industrial, office-industrial, high tech and professional services, and maintain and expand existing business in Corcoran. The proposed development and use support this Land Use goal.
2. The proposed action meets the purpose and intent of the individual district. The proposed mini storage/self storage facility 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 facility 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 adequate buffer or transition provided between potentially incompatible districts. Adjacent properties to the south and west are zoned I-1 and properties to the north and east are zoned UR. Buffer space is provided on the north and east perimeter of proposed Lot 1. Existing trees along the east property line and proposed tree plantings along the north property line provide screening from the proposed development. The applicant has also proposed eight additional trees to be planted on residential properties to the north of the site.

RESOLUTION NO. 2021-94

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 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-94

ATTACHMENT A

That part of the North 340 feet of the South 1065 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 119 North, Range 23, West of the 5th Principal Meridian, lying West of the East 685 feet thereof, Hennepin County, Minnesota.

RESOLUTION NO. 2021-95

Motion By:
Seconded By:

**APPROVING A SITE PLAN AND CONDITIONAL USE PERMIT FOR THE PROPERTIES
LOCATED AT 2240 STATE HIGHWAY 55 AND 6315 HORSESHOE BEND DRIVE (PID 32-
119-23-44-0001 and 32-119-23-44-0009) (CITY FILE 21-016)**

WHEREAS, Craig Scherber of Garages Too, LLC (“the applicant”) is requesting approval of a site plan and conditional use permit for the properties located at 2240 State Highway 55 and 6315 Horseshoe Bend Drive, legally described as follows:

See Attachment A

WHEREAS, the Planning Commission has reviewed the site plan and conditional use permit at a duly called public hearing and recommends approval.

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 site plan and conditional use permit are approved to allow for the construction of four buildings for a mini storage/self storage facility as shown on application and plans received by the City on June 18, 2021 and additional information received on July 9, 2021, August 11, 2021, and September 7, 2021, except as amended by this resolution.
2. The applicant must comply with all conditions in the City Engineer’s memo dated September 16, 2021.
3. The applicant has received approval of a Wetland Delineation and No Loss application on August 11, 2021.
4. The applicant must comply with MnDOT comments dated May 25, 2021.
5. The applicant must comply with the Public Safety Plan Review comments dated May 5, 2021 and June 23, 2021.
6. The development shall comply with all I-1 district standards.
7. Prior to submittal of final plat, the applicant must comply with the following conditions:
 - a. Prior to final plat submittal, initiation of grading, or any other site work, the applicant must provide a turning radius exhibit to ensure that emergency vehicles can safely move through the site.
 - b. Plans shall be revised to show all accessory structures including the three accessory structures on 6315 Horseshoe Bend Drive.

RESOLUTION NO. 2021-95

- c. The applicant must coordinate with adjacent landowners for the installation of the eight additional trees.
 - d. The applicant must preserve the existing 15 trees on the south-east property line, plant the eight trees on the adjacent properties to the north and install 62 new trees and 207 shrubs in compliance with Section 1060 of the Zoning Ordinance.
 - e. The applicant must provide a landscape detail to ensure for the proper planting of trees on steep slopes.
 - f. The applicant is required to obtain any required permits and comply with access requirements from the City of Medina or initiate annexation of the property from Medina to Corcoran prior to final plat.
 - g. The applicant is responsible for obtaining an Access Permit from MnDOT.
 - h. 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.
 - i. No access to the mini-storage/self storage facility will be allowed from Horseshoe Bend Drive.
 - j. The applicant shall own and maintain the stormwater infrastructure.
 - k. When the frontage road is constructed to the proposed development, access to State Highway 55 will be removed and redirected to the frontage road.
 - l. When municipal sewer and water are available to the proposed development, the developer is responsible to pay TLAC (Trunk Line Availability Charges) fees. Connection charges will be due when the connection to municipal sanitary sewer and water is made.
8. A conditional use permit for mini storage/self storage 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 facility use is consistent with the commercial uses anticipated on this site by 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. The use is also allowed within the I-1 district.
 - 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

RESOLUTION NO. 2021-95

new business is a conditional use in the I-1 district and conditions have been proposed to ensure compliance with ordinance standards.

- d. The establishment of the conditional use will not impede the normal and orderly development and improvement of the 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. Private utilities would be provided until a connection to municipal sewer and water can be made.
 - 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.
 - h. The use shall be subject to the following conditions:
 - i. 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 in section.
 - i. No office and /or retail space is allowed.
 - ii. Storage of hazardous or flammable materials is prohibited.
 - iii. No exterior storage is allowed.
 - iv. The facility shall be secured by either the walls of the structure and/or fencing. All doors on the units shall face inward and away from the street and property lines.
 - v. An on-site manager is allowed only where adequate sanitary facilities are provided, either through use of a septic system or through connection to the public sanitary sewer system. Use of portable sanitary facilities does not fulfill this requirement. No on-site manager is proposed or approved for this project.
 - vi. No auto repair will be allowed on the site or within units.
 - vii. No overnight parking is allowed outside of the units.
 - viii. The applicant must provide a copy of the lease agreement prohibiting such activities for City review and approval.
9. A building permit is required prior to beginning construction.

RESOLUTION NO. 2021-95

10. The applicant must submit and receive approval of a wetland No Loss application prior to final plat submittal.
11. The applicant is responsible for maintenance of the stormwater pond and must enter into a stormwater maintenance agreement with the City.
12. The applicant shall execute the Site Improvement Performance Agreement and provide a financial guarantee in compliance with Section 1070 of the Zoning Ordinance.
13. FURTHER, the applicant shall record the approving resolution and required easements at Hennepin County and provide proof of recording to the City.

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 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-95

Attachment A

That part of the North 340 feet of the South 1065 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 119 North, Range 23, West of the 5th Principal Meridian, lying West of the East 685 feet thereof, Hennepin County, Minnesota.

and

Lot 4, Block 2, Schnell's Highland Acres 2nd Addition, Hennepin County, Minnesota.

RESOLUTION NO. 2021-96

Motion By:
Seconded By:

APPROVING VARIANCES FOR THE PROPERTIES LOCATED AT 2240 STATE HIGHWAY 55 AND 6315 HORSESHOE BEND DRIVE (PID 32-119-23-44-0001 and 32-119-23-44-0009) (CITY FILE 21-016)

WHEREAS, Craig Scherber of Garages Too, LLC (“the applicant”) is requesting approval of variances for the properties located at 2240 State Highway 55 and 6315 Horseshoe Bend Drive, legally described as follows:

See Attachment A

WHEREAS, the applicant has also requested approval of a variance from lot size and lot width requirements in the Urban Reserve (UR) district for the property located at 6315 Horseshoe Bend Drive; and

WHEREAS, the applicant has also requested approval of a variance from lot width and front setback requirements in the Light Industrial (I-1) district for the property located at 2400 State Highway 55; and

WHEREAS, the applicant has also requested approval of a variance from parking and drive aisle setback requirements in the I-1 district for the property located at 2400 State Highway 55; and

WHEREAS, the applicant has also requested approval of a variance from Municipal Services Requirement for the properties located at 2240 State Highway 55 and 6315 Horseshoe Bend Drive and

WHEREAS, the Planning Commission has reviewed the variances at a public meeting and recommends approval.

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 for variance, subject to the following findings and conditions:

1. Approval is based on plans received by the City on June 18, 2021 and additional information received on July 9, 2021, August 11, 2021, and September 7, 2021, except as amended by this resolution.
2. The requested variance from the lot size and lot width requirements in the UR district for the property located at 6315 Horseshoe Bend Drive is approved based on the following findings:
 - a. That there are practical difficulties in complying with the Zoning Ordinance. The existing lot at 6315 Horseshoe Bend Drive is a legal, nonconforming lot, and the combined area with 2400 State Highway 55 is not changing. The nonconformity of Lot 2 is decreasing because Lot 2 will increase from 1.67 to 2.12 acres in size.

RESOLUTION NO. 2021-96

There is practical difficulty in complying with the Zoning Ordinance because the lot is legal nonconforming and it is not possible to create a conforming lot from the combined area of the two lots. Adjusting the common lot line will not result in any real change to the existing conditions with the existing legal nonconforming lot.

- 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 conditions for which the variance is being sought were established after the property at 6315 Horseshoe Bend Drive had been developed. The constraints to conform with minimum lot size and lot width were established prior to, and not created by, the current landowners.
 - c. That the granting of the variation will not alter the essential character of the locality. The essential character of the locality is not changing as no new lots are being created and Lot 2 has been developed.
 - d. The proposed variance would be in harmony with the general purposes and intent of the ordinance. The intent of the UR district is to preserve areas where urban services are planned, as shown on the 2040 Comprehensive Plan, but not yet available. City Code describes that large minimum lot sizes will assist to retain these lands in their natural state until public infrastructure is available. 6315 Horseshoe Bend Drive has already been developed and will continue to preserve the urban service area as it exists today.
 - e. The variance is consistent with the Comprehensive Plan. The variance to allow for smaller lot dimensions is consistent with the Comprehensive Plan for Existing Low Density Residential. The density of roughly 1 unit per 2 acres will remain the same, as no new development or lots are being created.
3. The requested variance from lot width and front setback requirements in the I-1 district for the property located at 2400 State Highway 55 is approved based on the following findings:
- a. That there are practical difficulties in complying with the Zoning Ordinance. The property is unique in that the existing lot of record has no frontage on a public or private street. Without a front lot line, the lot width is zero and does not comply with the lot width requirements in the I-1 district. Because the site is being platted, a variance is required as the site will no longer be legal nonconforming and has practical difficulties in complying with the zoning ordinance.
 - 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 situation is unique to the site as the property is nonconforming today and that condition will not change if the preliminary plat and variances are approved. The constraints to conform with lot width and front setback standards were established prior to, and not created by the current landowner.
 - 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 use from low density residential is consistent with the future land use projected for the site. The residential neighborhood to the north and west will remain essentially unchanged.

RESOLUTION NO. 2021-96

- 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. Plans for the proposed facility comply with I-1 height, lot coverage, setbacks, landscaping, and loading regulations which facilitate compatibility between light industrial uses and residential development.
 - e. The variance is consistent with the Comprehensive Plan. The variance would allow for the development of a mini storage/self storage facility consistent with the light industrial uses anticipated in the Comprehensive Plan.
4. The requested variance from parking and drive aisle setback requirements in the I-1 district for the property located at 2400 State Highway 55 is approved based on the following findings:
- a. That there are practical difficulties in complying with the Zoning Ordinance. The property is unique in that the existing lot of record has no frontage on a public street or private drive. Without a front lot line, proposed Lot 1 cannot meet the required setbacks for parking and drive aisles. The front of proposed Lot 1 is determined to be the south lot line where access to the site is provided. The parking and drive aisle could meet a 50 ft. setback from the south property line, however meeting such setbacks would require an exceptionally large amount of landscaping and construction work to overcome topographical challenges of developing the steep slope on the north side of proposed Lot 1. This would also shift the development closer to the adjacent residential properties.
 - 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 has no street frontage and the setback requirements for the front lot line do not abut a street. These conditions are unique to the parcel of land 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 use from low density residential is consistent with the future land use projected for the site. The residential neighborhood to the north and west will remain essentially unchanged. The south property line abuts an existing light industrial use that will not be impacted by the proposed development.
 - 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 10 ft. setback from the south property line which is consistent with parking area and drive aisle setbacks for side and rear property lines. The south property line abuts an existing light industrial use which would not require extensive buffers between compatible land uses.
 - e. The variance is consistent with the Comprehensive Plan. The variance would allow for the development of a mini storage/self storage facility consistent with the light industrial uses anticipated in the Comprehensive Plan.

RESOLUTION NO. 2021-96

5. The requested variance from Municipal Services Requirement for the properties located at 2240 State Highway 55 and 6315 Horseshoe Bend Drive is approved based on the following findings:
- a. That there are practical difficulties in complying with the Zoning Ordinance. New development within the I-1 district 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 2030-2035 stage of the Comprehensive Plan 2040 Staging Plan, but the area is subject to a Metropolitan Council study which is not expected to be completed until the next Comprehensive Plan update. It is not practical to delay the development of a site that will not require municipal sewer and water connection.
 - 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 sewer and water services which restricts the ability to develop the site and this condition will not change if the proposed development is approved. The constraints to conform with a connection to municipal sewer and water services were not created by the current landowners.
 - c. That the granting of the variation will not alter the essential character of the locality. Allowing redevelopment of the site to light industrial use from low density residential is consistent with the future land use projected for the site. The residential neighborhood to the north and west will remain essentially unchanged. The south property line abuts an existing light industrial use property which will also remain 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. While this development is proposed without municipal services available to the site, such services are not required to facilitate the proposed use.
 - 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. when municipal sewer and water are available to the site the applicant will be required to connect the facility to those services.
6. Approval shall expire within one year of the date of approval unless the applicant commences the authorized use.

VOTING AYE

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

VOTING NAY

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

RESOLUTION NO. 2021-96

Whereupon, said Resolution is hereby declared adopted on this 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-96

Attachment A

That part of the North 340 feet of the South 1065 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 119 North, Range 23, West of the 5th Principal Meridian, lying West of the East 685 feet thereof, Hennepin County, Minnesota.

and

Lot 4, Block 2, Schnell's Highland Acres 2nd Addition, Hennepin County, Minnesota.

RESOLUTION NO. 2021-97

Motion By:
Seconded By:

APPROVING A PRELIMINARY PLAT FOR THE PROPERTIES LOCATED AT 2240 STATE HIGHWAY 55 AND 6315 HORSESHOE BEND DRIVE (PID 32-119-23-44-0001 AND 32-119-23-44-0009) (CITY FILE 21-016)

WHEREAS, Craig Scherber of Garages Too, LLC (“the applicant”) is requesting approval of a preliminary plat for the properties located at 2240 State Highway 55 and 6315 Horseshoe Bend Drive, legally described as follows:

See Attachment A

WHEREAS, the Planning Commission has reviewed the preliminary plat at a duly called public hearing and recommends approval.

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 for a preliminary plat, subject to the following findings and conditions:

1. A preliminary plat is approved, in accordance with the plans received by the City on June 18, 2021 and additional information received on July 9, 2021, August 11, and September 7, 2021, except as amended by this resolution.
2. Approval of the preliminary plat is contingent upon the approval of the rezoning, site plan, conditional use permit and variance.
3. The applicant must comply with all conditions in the City Engineer’s memo dated September 16, 2021.
4. The applicant has received approval of a Wetland Delineation and No Loss application on August 11, 2021.
5. Approval of the preliminary plat shall expire within one year of the date of approval unless the applicant has filed a complete application for approval of final plat.

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. 2021-97

Whereupon, said Resolution is hereby declared adopted on this 23rd day of September 2021.

Tom McKee - Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-97

Attachment A

That part of the North 340 feet of the South 1065 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 119 North, Range 23, West of the 5th Principal Meridian, lying West of the East 685 feet thereof, Hennepin County, Minnesota.

and

Lot 4, Block 2, Schnell's Highland Acres 2nd Addition, Hennepin County, Minnesota.



Hennepin County Property Map

Date: 7/29/2021



PARCEL ID: 3211923440001

OWNER NAME: Garages Too Llc

PARCEL ADDRESS: 22400 State Hwy No 55,
Corcoran MN 55340

PARCEL AREA: 5.04 acres, 219,587 sq ft

A-T-B: Abstract

SALE PRICE: \$122,500

SALE DATA: 08/1987

SALE CODE: Warranty Deed

ASSESSED 2020, PAYABLE 2021
PROPERTY TYPE: Residential
HOMESTEAD: Homestead
MARKET VALUE: \$369,000
TAX TOTAL: \$5,181.24

ASSESSED 2021, PAYABLE 2022
PROPERTY TYPE: Residential
HOMESTEAD: Homestead
MARKET VALUE: \$386,000

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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COUNTY 2021

To:	Kevin Mattson, City of Corcoran	From:	Kent Torve, City Engineer Steve Hegland, PE
Project:	Garages Too Corcoran Site Improvement Project	Date:	September 16, 2021

Exhibits:

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

1. Project Development Narrative New Storage Facility by Garages Too, LLC, 22400 State Highway 55 Dated 09/07/2021
2. Garages Too Site Improvement Project Civil Site Plans, Prepared by Civil Engineering Site Design, Dated 09/07/20/2021
3. Garages Too Pipe Size Analysis, Dated 09/07/2021
4. Garages Too Corcoran Site Improvement Project – Drainage Analysis, Prepared by Civil Engineering Site Design, Dated 09/07/2021
5. Response to Engineering Review Comments – Garages Too, Prepared by Civil Engineering Site Design, Dated 09/07/2021.

Comments:Drainage

Development that creates additional impervious area is reviewed by the City and WMO for water quality and flow rates. A secondary outcome is the additional impervious areas and BMP's to meet those primary standards extends the duration of stormwater flows and therefore the City reviews both the onsite property and downstream drainage conveyance for potential impacts. For Garages Too the downstream conveyance has had historical issues and public testimony was followed up with two neighborhood meetings (with developer) held onsite. The following comments are specific to the plat and consistent with improvements made by other developments in the City.

Conveyance

This development's plat includes the single family home and analysis shall be extended to plat boundaries for the development and downstream conveyance systems for extreme events and additional volume. Modeling of the drainage to the single family driveway culvert at 6315 Horseshoe Bend Drive shall be conducted as follows.

- Existing
 - Existing flows and HWLs for the 2, 10 and 100-year events. Existing flow from the west along Horseshoe Bend should be included in this analysis.
- Proposed – Driveway Improvements
 - A design shall be submitted to maintain the 10-year events within the south ditch of Horseshoe Bend Drive
 - Driveway reshaping design shall be proposed for two conditions (culvert size to remain the same)
 - A) Maintain current flow paths with road overtopping, and
 - B) Redesign driveway to prevent overtopping of Horseshoe Bend Drive.

September 16, 2021

Garages Too Corcoran Site Improvement Project

Kevin Mattson

Page 2 of 7

Downstream Conveyance

The downstream conveyance shall be surveyed and reviewed for nuisance flow paths, obstructions, and extreme events as follows:

- Survey all swale cross sections and culverts to the downstream discharge to the wetland complex to the east of Rolling Hills Road.
 - This shall include but not be limited to downstream culvert inverts, diameters, swale cross sections, and road and driveway overtopping elevations beginning at the pond outlet and include private driveways on both north and south sides of Horseshoe Bend Drive and terminating at the culvert discharge(s) east side of Rolling Hills Road. Based on this information, the developer shall analyze the 2 year (for nuisance flows) and the 10 and 100-year events through this system.
- Ditch improvements, or culvert adjustments may be necessary to manage the additional volume created by the development.
- Improvements may be required of the developer and further coordination with the City is required based on results of these analysis.

General:

1. Comments provided are based on the level of detail of the documents provided. Additional comments should be anticipated on future submittals as the level of detail increases.
2. 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 owner/applicant or representative provides a written response to each item. In addition to engineering related comments per these plans, the proposed plans are subject to additional planning, zoning, public safety, and all other applicable codes and standards of the City of Corcoran.
3. Site disturbance is identified as over an acre which will require the site to comply with MPCA and Elm Creek Watershed Management Commission requirements in addition to City of Corcoran Stormwater Guidelines. Final approval by the MPCA and Elm Creek WMO must be attained before any site grading or activity may commence. Provide Elm Creek Watershed and MPCA approval within the SWMP when received.
4. Final permitting and documentation of septic system abandonment needs to be provided to the city.
5. Final permitting and documentation of well abandonment needs to be provided to the city.

Plat:

1. The applicant shall show all drainage and utility easements and all platting requirements met per the City Code. Drainage and utility easements shall be provided as standard per City requirements.
2. Easements should be provided over all infrastructure used for the conveyance and treatment of stormwater.
3. The easement over the stormwater basin should be large enough to encompass the HWL of the pond and any additional access around its perimeter.
4. Show pond access route on plans and ensure it is covered by D&U easement.

September 16, 2021

Garages Too Corcoran Site Improvement Project

Kevin Mattson

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Erosion Control/SWPPP

1. Preparation of an erosion control plan and compliance with a Construction SWPPP shall be required for construction.
 - a. A copy of the MPCA Construction Stormwater Permit shall be provided to the City prior to any disturbance activities.
2. The City of Corcoran is an MS4 community and site visits will be conducted weekly or after rain events
3. Silt fence is placed perpendicular to contours in some locations. Silt fence should only be placed parallel to contours. J hooking is also an acceptable method. To avoid showing all locations of j-hooking on plans, please add note to J-hook silt fence where scour along silt fence is observed during weekly inspections.

Transportation

1. The need for fire access around the building shall be determined by Public Safety.
2. A future frontage road is planned for this area connecting Pioneer Trail and Rolling Hills Road. The Site appears north of the future road corridor, but ultimate access will be provided via this future frontage road.
3. The grading off of the drive is listed is steeper than the 4:1 slopes allowed. All slopes shall be 4:1 of flatter without prior engineering approval.
4. Provide additional details on cleared turn around area. If intended for emergency service turnaround it must meet city standards. Provide grading plan and details on turn around materials.
5. Turn around area and gate swing appears to be outside of easement limits. Applicant shall ensure they have rights to this area.
6. Provide additional details on how controlled access will be accessed by public and emergency services staff.

Grading /Stormwater

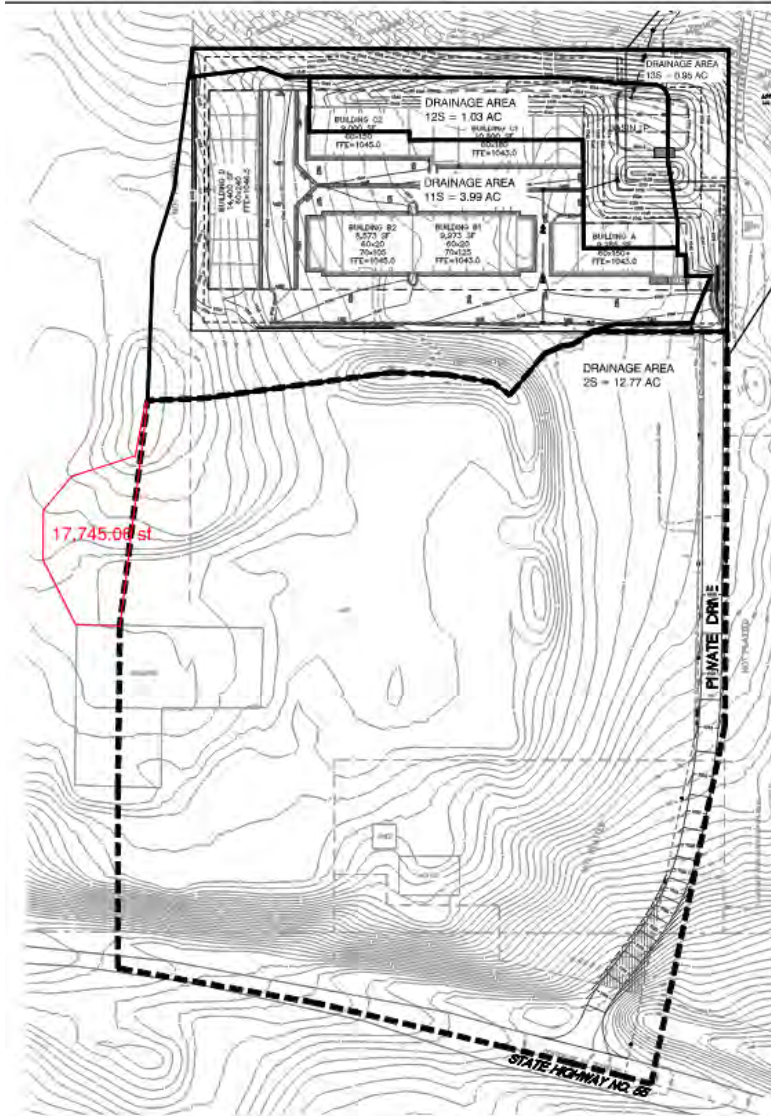
1. The City's Stormwater Modeling Guidelines shall be used for stormwater systems and modeling (<https://corcoranmn.gov/common/pages/DisplayFile.aspx?itemId=15567509>).
2. The property owner shall own and maintain the stormwater infrastructure. A stormwater maintenance agreement will be required for all stormwater conveyance and treatment facilities.
3. Full offsite drainage area to the pond is not accounted for. It appears almost half an acre is not accounted for from the west. Update drainage area hydrology and modeling.

September 16, 2021

Garages Too Corcoran Site Improvement Project

Kevin Mattson

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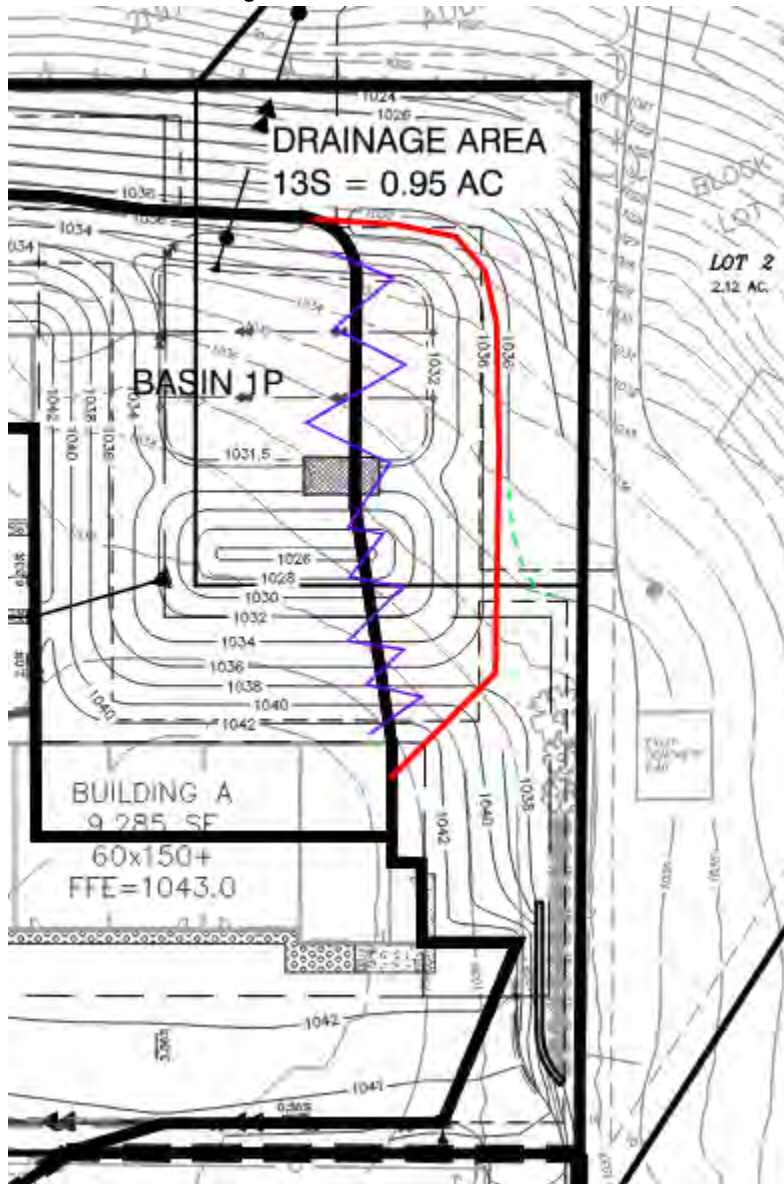
September 16, 2021

Garages Too Corcoran Site Improvement Project

Kevin Mattson

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4. Drainage boundary delineation should be modified for Basin 1P. Additionally, proposed contour 1036 matches into existing contour 1035.



5. Existing soils -- NRCS data shows a large area of HSG C soils on site (model uses exclusively HSG D), therefore should be modified reflect existing conditions. D soils shall be used for proposed conditions for all disturbed greenspace areas. As currently modeled, existing runoff rates are overestimated (therefore pond storage underestimated) by assuming existing D soils. Use CN of 74 for HSG C pervious areas for existing conditions.

6. Retaining walls to be located outside of D&U Easement, or an encroachment agreement to be provided. Designer indicated an encroachment agreement will be coordinated. Please provide with next submittal.
7. Time of concentration (Tc) flow paths are still not shown to verify HydroCAD inputs. Additionally, subcatchment 1S's calculated-Tc was increased to the "minimum Tc" of 15 mins. 7 mins is considered the minimum Tc for Minnesota. Provide flow paths and do not increase Tcs above 7 minutes unless shown.
8. The EOF should be 1 foot above the HWL per City of Corcoran Stormwater Guidelines for Development Review. Currently the EOF is less than a 1/4 inch above the HWL.
9. Pond in proposed Hydrocad should have a defined starting elevation at the controlling outlet structure elevation (NWL of 1033).
10. A typical CB inlet capacity is 2 to 2.5 CFS, and CBs shall be spaced accordingly.
 - a. Three inches (0.25 feet) of head on a CB will inundate a street centerline (2% slope).
 - b. Typical spacing is 200 to 250 feet along a curb that includes about 40 feet from road centerline (drainage area of 10,000 SF per CB).

Response: Inlet capacity calculations for a sag catch basin with R-3067 grate allow 6.25 cfs before overtopping 6" curb. Both sag inlets will not overtop 6" curb.

Stantec Follow-up: Following City of Corcoran Stormwater Guidelines is required. The City's calculations are based on preventing road flooding, not measured to curb overtopping. This comment remains.

11. OCS-1 does not meet City of Corcoran Standard Plate STO-17. Please follow OCS detail available within City of Corcoran Standard Details. For example:
 - a. The soffit of the inlet pipe (1033.25) is above the baffle wall (1033.0). Therefore, floating debris would be able to pass through. STO-17 detail indicates that soffit of inlet pipe to top of baffle wall or baffle wall orifice (not currently utilized) should be at least 1 foot.
 - b. Structure Base
 - Extend slab minimum of 6" from the outside wall of manhole
 - Minimum 6" aggregate backfill under slab
 - Minimum 8" slab thickness
 - c. Manhole Diameter – 5' in STO-17 but 4' for OCS-1 detail.
 - d. Elevation drop across the non-planar slanted riser is 1' for STO-17, but 0.75' for OCS-1 detail.
 - e. While it is understood that the OCS-1 detail is not to a set scale, a somewhat proportional detail is still required to minimize confusion during plan review and construction. For example, the issue noted in "a." above was not clear from the detail because the disproportionately illustrated dimensions, elevations, etc.
12. OCS-1 Plans do match HydroCAD.
 - a. Outlet pipe from structure has invert of 1025.25 per plan detail, but 1026.25 per modeling. Correct discrepancy.
 - b. An extra 48" Horiz. Orifice is modeled in HydroCAD. Custom Weir/Orifice already accounts for the standpipe overflow. Please remove.
13. Please follow filtration basin detail available within City of Corcoran Standard Details (STO-20). Current filtration basin is not designed correctly. For example:
 - a. Plan detail does not show stone on sides and top of underdrain.
14. Provide documentation that drawdown of filtration basin 48 hours or less.

September 16, 2021

Garages Too Corcoran Site Improvement Project

Kevin Mattson

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15. Grading and silt fence is essentially on the easement boundary. Ensure easement is sufficient for construction or provide agreement with adjacent property to allow rights for temporary improvements.
16. Ensure stormwater rate control is still met after updates to modeling.
17. Discharge to stormwater pond shall be extended to the bottom of the hill and structure should be relocated or added prior to the discharge point to lower velocities to ensure erosion at discharge won't be a concern.

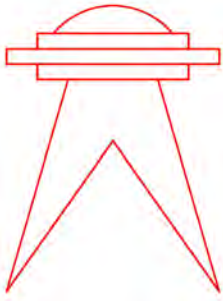
Watermain/Sanitary Sewer

1. The applicant indicates that no sewer and water facilities are necessary or provided for the site.
2. If not used with the current development, any wells which service the existing property should be abandoned by a licensed contractor.
3. The existing septic system should be abandoned by a licensed contractor.

Plan Recommendations

1. To expedite review the designer may desire to use:
 - a. Standard Scales - Scale of drawings showing drainage areas (DA1 and DA2) is atypical measured at 0.456" = 60'.

End of Comments



Civil Engineering Site Design

118 East Broadway St., PO Box 566, Monticello MN 55362
Phone: 763-314-0929 www.civilesd.com

September 7, 2021

City of Corcoran
c/o Stantec Inc.
Attn: Mr. Kent Torve, City Engineer
Mr. Steven Hegland, PE
1800 Pioneer Creek Center
P.O. Box 249
Maple Plain, MN 55359

Re: Response to Engineering Review Comments
Garages Too Improvement Project
Corcoran, MN

This letter is written with item by item responses to comments dated 7/27/21. Responses are in *italic* text. Plans and drainage analysis with revision date 09/07/21 address the majority of the comments; unresolved or items in process are noted accordingly. General city code comments are skipped over without responses.

Engineering Review Comments: (review of submitted plans dated July 8, 2021)

General

3. Narrative currently references requirements from "the City of St. Michael". Designer should update the "Requirements" and "Summary" section to correctly reference City of Corcoran requirements.

Response: The drainage analysis narrative has been edited accordingly.

Plat

2. Easements should be provided over all infrastructure used for the conveyance and treatment of stormwater.

Response: Revised easements.

Erosion Control/SWPPP

1. Preparation of an erosion control plan and compliance with a Construction SWPPP shall be required for construction.

Response: Acknowledged.

2. The City of Corcoran is an MS4 community and site visits will be conducted weekly or after rain events.

Response: Acknowledged.

3. Outlet pipe from filtration basin is a concentrated discharge directly into a silt fence. Silt fence is for intercepting sheet flow not a concentrated discharge. Provide alternative perimeter protection from this concentrated discharge.

Response: Added 6" sediment control rock logs on Sheet C5.2 and added wood fiber log callout to clarify erosion control material type.

4. Silt fence is placed perpendicular to contours in some locations. Silt fence should only be placed parallel to contours. Consider silt fence relief with rock bags, hale bales, erosion log or similar perimeter control for concentrated discharges. J hooking is also an acceptable method.

Response: Added 10" sediment control fiber logs.

5. Provide erosion control at skimmer inlet consistent with City of Corcoran Standard Plate STO-16.

Response: Added city detail STO-17 and inlet stabilization callout on Sheet C7.2.

6. Vegetation for Stormwater Management Facility is not provided. Need to provide vegetation tolerant of typical wetland conditions. From MPCA stormwater manual, "Bioinfiltration basins must meet the required 48-hour drawdown time and must be sized to allow for adequate maintenance.

Response: Seed mixtures and fertilizer called out on Vegetation Ground Cover Schedule on SWPPP, Sheet C5.1. Seed mixtures also called out on Landscape plan, Sheet C8. Filtration Basin Volume Worksheet calculates the 48 hour filtration capacity as greater than the basin volume.

7. Planting notes allows "substitution by Owner", however the note should be removed or modified to "any substitution must be approved by City".

Response: Planting notes revised on Sheet C.8.

8. Silt fence installed outside of easements on access road. Silt fence shall be placed within property or developer shall provide agreement with adjacent property to allow

rights for temporary improvements.

Response: Silt fence installation outside of existing access road easement is on property owned by the developer (same owner). No agreement needed.

Transportation

1. The need for fire access around the building shall be determined by Public Safety.

Response: Public Safety has determined fire access is acceptable.

2. A future frontage road is planned for this area connecting Pioneer Trail and Rolling Hills Road. The Site appears north of the future road corridor, but ultimate access will be provided via this future frontage road.

Response: Acknowledged.

3. Concrete sections are concrete on sand. We typically would expect a class 5 or other aggregate base. Confirm this is correct.

Response: Sand section below concrete is sufficient.

4. Bituminous section calls out sand, draitile detail provided in plans, no draitile shown in bit section, change to not have sand or included draitile for drainage.

Response: Added draitile.

5. Parking to be verified with City Planning. No designated parking shown.

Response: No parking required.

6. Grading limits are shown for private drive but no additional information on elevations or grades. Details shall be provided for the proposed drive including the improvements and grading to ensure it fits within the existing easement. This shall include all necessary stormwater improvements to ensure driveway improvements don't impact adjacent properties.

Response: Added driveway grades. Driveway will continue to sheet drain as is the case with the existing driveway.

Grading/Stormwater

1. The City's Stormwater Modeling Guidelines shall be used for stormwater systems and modeling(<https://corcoranmn.gov/common/pages/DisplayFile.aspx?itemId=15567509>).

Response: Acknowledged.

2. The property owner shall own and maintain the stormwater infrastructure. A stormwater maintenance agreement will be required for all stormwater conveyance and treatment facilities.

Response: Acknowledged.

3. Stormwater rate control and water quality treatment is not currently shown for private driveway. All disturbed areas must be analyzed for compliance with stormwater standards. Any increase in imperviousness due to the private drive shall be included in modeling.

Response: Added driveway impervious surface to HydroCAD model and filtration basin volume worksheet.

4. Retaining walls to be located outside of D&U Easement, or an encroachment agreement to be provided.

Response: Development team to coordinate with city for encroachment agreement.

5. Update OCS Detail 1 to be proportionally drawn.

Response: Added "not to scale" to detail.

6. Subwatershed delineation should encompass the entire contributing drainage areas, including undisturbed or off-site areas that drain on, not just the parcel boundary.

Response: Revised drainage areas.

7. Time of concentration (T_c) flow paths not shown. Additionally, an aerial is needed to verify surfacetype and is required per Stormwater Guidelines. Also, the T_c 's calculated were increased to the "minimum T_c " of 15mins. Where does this assumed minimum come from? Typically, 7 mins is considered the minimum T_c for Minnesota.

Response: Revised T_c to minimum of 7 minutes. Added Aerial to Existing Condition Drainage Plan.

8. Proposed sub catchment 12S uses T_c s calculated with values attributed to cropland flow. Adjust or edit the value to the T_c minimum for proposed conditions.

Response: Revised T_c .

9. Designer should check scale of drawings showing drainage areas. Based on the scale of the DA1 and DA2 the parcel is only ~4.7 acres not 5.04 acres. Site Data provided for existing impervious/pervious breakdown on Sheet C1 does not match existing HydroCAD modeling.

Response: Revised drainage areas.

10. Plans need a pre-treatment basin detail.

Response: Added detail to Sheet C7.2.

11. It would be more appropriate to model the basin as a two-basin system rather than a single system. As currently modeled, the two basins function as one basin, but they will function in series except at water elevations exceeding 1032.0 after the outlet basins equalize. Ensure filtration is only accounted for within the 2nd basin.

Response: In HydroCAD, it is a single system as even the 2-year rainfall event peak water elevation is 1.5 feet above the 1032 pre-treatment basin outlet elevation. Removed HydroCAD device #4 (Exfiltration) since it minimally affects runoff rates.

12. Unit hydrograph has peak factor of 400 rather than the default SCS 484 which lower's peak runoff rates. The 400 peaking factor refers to MSE 3 MN rather than MSE 3. MSE 3 MN is only applicable to rural hydrology per MnDOT and NEH Part 650 – Minnesota Supplement.

Response: Revised unit hydrograph.

13. In the absence of in-situ tests an infiltration rate of 0.06 in/hr should be used for soil type D instead of 0.8 in/hr A soils according to MPCA guidelines. Test pits or in-situ are required for any project proposing natural infiltration practices. This type of practices is difficult (or not feasible) in the heavysoils in Corcoran.

Response: Removed HydroCAD device #4 (Exfiltration) since it minimally affects runoff rates.

14. Exfiltration flows should be routed in series to a 6" diameter drain tile, not directly to the outlet culvert. Model the drain tile to account for its capacity.

Response: Removed HydroCAD device #4 (Exfiltration) since it minimally affects runoff rates.

15. Modeling of the overflow to the riser structure (Device #5) overestimates capacity at elevations between 1034.5 and 1035.25 since the orifice is not horizontal. A custom weir/orifice should be used for non-orthogonal orifices. Ensure to use a sharp crested weir coefficient (~3.1) City will provide spreadsheet to determine custom weir HydroCAD inputs based on City standard OCS detail.

Response: Outlet control structure (device #5, now #4) revised to custom weir/orifice.

16. Update EOF details in model to match plans provided. Dimensions do not seem to match plans.

Response: Modified EOF data in HydroCAD to match detail STO-12.

17. The EOF should be 1 foot above the HWL. Currently the EOF is less than 6 inches above the HWL.

Response: The basin is designed to accommodate a 100-year rainfall event with the emergency overflow passing overflow from any larger storm event.

18. Sheet C7.2 – No socks on underdrains should be used. See City of Corcoran standard detail plate STO-20.

Response: Revised Filtration Basin detail.

19. Upsize all draitile to 6" to reduce chance of clogging.

Response: Revised to 6" draitile.

20. Northern draitile is at 0.8% per sheet C3, but C7.2 only indicates a single slope of 0.5% on the detail. Detail or plan sheet should be updated.

Response: Updated detail to indicate draitile slope at 0.50% minimum.

21. Much of the runoff directly to the filtration basin is not pre-treated unless you consider filter strip or swales. Ensure pretreatment is provided for impervious areas prior to filtration/infiltration.

Response: Roof (disconnected impervious) and greenspace runoff are conveyed by the vegetated swale which serves as pre-treatment for the filtration basin.

22. Per the Minnesota Stormwater Manual, the required effective filtration area is determined by the bottom area of the filtration basin not including side slopes. Remove side slopes from infiltration/filtration modeling.

Response: Removed HydroCAD device #4 (Exfiltration) since it minimally affects runoff rates.

23. NRCS soils report shows a large area of HSG C soils on site. (model uses HSG D), update to appropriate CN.

Response: While some soil areas are designated as hydrologic group B or C from the NRCS soil engineering properties, the soil properties are consistently indicating clay loam soils with soil classifications (e.g. CL, SC, CH) that are designated hydrologic group D in the MN Stormwater manual.

24. Pond in proposed Hydrocad should have a defined starting elevation at the controlling outlet structure elevation (NWL).

Response: Revised to disallow filtration drawdown volume. HydroCAD model

updated with starting elevation at 1032.00.

25. Provide storm sewer sizing calculations using the rational method for the 10 year event.

Response: Calculations are attached as part of this submittal.

26. A typical CB inlet capacity is 2 to 2.5 CFS, and CBs shall be spaced accordingly.

Response: Inlet capacity calculations for a sag catch basin with R-3067 grate allow 6.25 cfs before overtopping 6" curb. Both sag inlets will not overtop 6" curb.

27. Grading contours not shown on proposed access driveway. Grading limits should be expanded as necessary to account for tie in to existing.

Response: Driveway grades added and grading limits adjusted.

28. 3' sump required in MH-10 for drop greater than 2'.

Response: Revised sump to be 3 feet.

Watermain/Sanitary Sewer

1. The applicant indicates that no sewer and water facilities are necessary or provided for the site.

Response: Confirmed.

2. If not used with the current development, any wells which service the existing property should be abandoned by a licensed contractor.

Response: Acknowledged. Callout note refers to MDH requirements.

3. The existing septic system should be abandoned by a licensed contractor.

Response: Acknowledged. Callout note refers to MPCA requirements.

Please do not hesitate to contact me with any questions regarding the responses to comments and/or revised plans.

Sincerely,
Civil Engineering Design, LLC

A handwritten signature in black ink that reads "Scott Dahlke". The signature is written in a cursive, slightly slanted style.

Scott Dahlke
Professional Engineer

Cc: File 00796



CITY OF CORCORAN

8200 County Road 116, Corcoran, MN 55340

763.420.2288

E-mail - general@ci.corcoran.mn.us / Web Site - www.ci.corcoran.mn.us

Memo

To: Planning (Planner Lindahl)
From: Planner Davis
Date: May 5, 2021
Re: Garages Too Corcoran
(City File No. 21-016)

A Public Safety plan review meeting was held on 05/05/2021. In attendance were: Director of Public Safety Gottschalk, Lieutenant Ryan Burns, Planner Davis, Fire Chief Feist, Fire Chief Dave Malewicki, Fire Chief Leuer, and Building Official Geske. The comments are based on revised plans submitted April 20, 2021. The steep slope surrounding the site presents some fire protection challenges. The following public safety comments are provided for the project:

1. Fire barriers will be required in buildings to create fire areas of less than 12,000 square feet; otherwise, the buildings will need to be sprinkled.
2. The requirement for a 150' hose pull distance must be met throughout the site. The current plans do not reflect this for buildings C and D.
3. A 300' hose pull distance is permitted if the buildings are sprinkled, or if the applicant wants to claim a topographic waiver as outlined in the International Fire Code 503.1.1.1, the applicant must meet with the Fire Chiefs and the Building Official to determine a sufficient alternative fire protection system.
4. The 24' roadway to the site was deemed sufficient by the Public Safety Group.
5. A turning radius exhibit is required for the site.

From: [Ryan Burns](#)
To: [Natalie Davis](#); [Kendra Lindahl, AICP](#); [Kevin Mattson](#); [Kent C. Torve](#); [Matt Gottschalk](#); [Michael Pritchard](#)
Cc: [Jeff Leuer \(jleuer@ci.loretto.mn.us\)](#); [Todd Geske](#)
Subject: RE: Distribution #21-016 Garages Too Corcoran - Rezoning, Preliminary Plat, Conditional Use Permit, Variance, and Site Plan
Date: Wednesday, June 23, 2021 3:11:33 PM
Attachments: [image002.png](#)
[image003.png](#)

Fire Chief Leuer and Building Official Geske discussed and approved the plan to have fire connections on the front of the building that connect to the rear of the building. Fire would haul an apartment pack to the rear of the building, connect in the rear to the source from the front, and no need not pull a hose around the building. Kind of like a fire riser in multi-story building, instead of going up, they would be going through the building. They will not be sprinkled buildings.

Ryan Burns | Lieutenant
City of Corcoran | 8200 County Road 116 | Corcoran, MN 55340
Phone: (763) 420-8966 | rburns@ci.corcoran.mn.us | [f](#) | [t](#)



From: Natalie Davis <ndavis@corcoranmn.gov>
Sent: Wednesday, June 23, 2021 2:09 PM
To: Kendra Lindahl Forwarding <klindahl@landform.net>; Kevin Mattson <kmattson@corcoranmn.gov>; Kent C. Torve <ktorve@wenck.com>; Ryan Burns <rburns@corcoranmn.gov>; Matt Gottschalk <mgottschalk@corcoranmn.gov>; Michael Pritchard <MPritchard@corcoranmn.gov>
Subject: Distribution #21-016 Garages Too Corcoran - Rezoning, Preliminary Plat, Conditional Use Permit, Variance, and Site Plan

Good afternoon,

Please find enclosed updated plans for Garages Too.

Matt – The applicant believes they addressed Public Safety’s comments by incorporating fire department connections on the front and back walls of Buildings C and D, but Kendra and I are uncertain if this truly satisfies the requirements of a 150’ maximum hose pull distance (or outfitting the buildings with sprinklers).

Thank you,

Natalie Davis
Planner

City of Corcoran

8200 County Road 116, Corcoran, MN 55340

www.ci.corcoran.mn.us

ndavis@corcoranmn.gov

Direct: 763-258-4272 Main: 763-420-2288



City of Corcoran - A Hidden Gem Waiting To Be Discovered

May 25,2021

Natalie Davis
Planner
City of Corcoran
8200 County Road 116
Corcoran, MN 55340

SUBJECT: MnDOT Review #**S21-031**
Garages Too-Corcoran
NW Quad MN 55 & Rolling Hills Road
Corcoran, Hennepin County

Dear Ms. Davis:

Thank you for the opportunity to review the **Garages Too-Corcoran**. MnDOT has reviewed the documents and has the following comments:

Traffic:

MnDOT recommends providing main access from Horseshoe Bend Dr, rather than having customers with trailers accessing the site from a horizontal curve on a high-speed, high-volume roadway without turn lanes.

If you have any questions regarding these comments please contact Eric Lauer-Hunt of MnDOT Traffic at eric.lauer-hunt@state.mn.us or 651-234-7875.

Permits:

An Access permit will be required. Additionally, any use of, or work within or affecting, MnDOT right of way will require a permit.

Permits can be applied for at this site: <https://olpa.dot.state.mn.us/OLPA/>. Please upload a copy of this letter when applying for any permits.

Please direct questions regarding permit requirements to Buck Craig of MnDOT's Metro Permits Section at Buck.Craig@state.mn.us or 651-234-7911.

Review Submittal Options

MnDOT's goal is to complete reviews within 30 calendar days. Review materials received electronically can be processed more rapidly. Do not submit files via a cloud service or SharePoint link. In order of preference, review materials may be submitted as:

An equal opportunity employer

1. Email documents and plans in PDF format to metrodevreviews.dot@state.mn.us. Attachments may not exceed 20 megabytes per email. Documents can be zipped as well. If multiple emails are necessary, number each message.
2. PDF file(s) uploaded to MnDOT's external shared internet workspace site at: <https://mft.dot.state.mn.us>. Contact MnDOT Planning development review staff at metrodevreviews.dot@state.mn.us for uploading instructions, and send an email listing the file name(s) after the document(s) has/have been uploaded.

If you have any questions concerning this review, please contact me at (651) 234-7797.

Sincerely,



Cameron Muhic
Senior Planner

Copy sent via E-Mail:

Buck Craig, Permits
Jason Swenson, Water Resources
Andrew Lutaya, Area Manager
Mackenzie Turner Borgen, Multimodal
Jason Junge, Transit

Lance Schowalter, Design
Eric Lauer-Hunt, Traffic
Douglas Nelson, Right-of-Way
Jesse Thorsen, Multimodal
Russell Owen, Metropolitan Council

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

Garages Too, LLC proposes this project for the City of Corcoran's consideration. The Project will be located at 22400 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, pickup trucks and trailers. However, no commercial-type vehicles are allowed within these units. 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 and give each of them a better opportunity to succeed in their business ventures. While it is understood that storage items may be used in a tenant's business, no retail or wholesale goods or services may be offered, performed, or sold on the premises or property.

All tenants will be required to sign a detailed lease and initial to confirm key lease terms. Tenant's violation of the lease terms results in termination of the lease. Hours of daily operation shall be posted allowing activity from 7:00 am to 9:00 pm only. No retail sales of goods or services will be allowed as this is a storage facility use (S-1) not a business use (B). Each tenant will be required to furnish and maintain two fire extinguishers within each rental space. Repair of personal vehicles will be allowed within a given rental space, but specifically prohibited on all parking lots or drives. 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. To that end, Developer has arranged on-going towing services from Burda's Towing for any violator- no exemptions granted.

Access to the site will be controlled with a gate with electric controls and key code entry. Each tenant will have separate entry code. Landlord will suspend entry code function if any tenant violation of lease terms. The gate will be located approximately 300 feet north of the site access at Highway 55. A turn-around area will be cleared to allow vehicles to maneuver and drive out if necessary. This property will be equipped with surveillance equipment to maintain a high level of security for tenants without the need of perimeter fencing or access gates. Signage for the project will be limited to rental unit identification only located above the service door to each rental unit; no other signage will be allowed.

Garages Too has contacted adjacent residential land owners adjoining to the north and east boundaries of the existing parcel. Garages Too proposes landscape improvements at select locations on some adjoining properties that will result in enhanced screening of the proposed development. Garages Too also proposes a lot line adjustment with cooperation of the adjoining residential land owner at the northeast corner of the existing property. The existing residential lot (6315 Horseshoe Bend Drive) is owned by Benjamin and Mercedes Elsen and they are supportive of the lot line adjustment and replat of their lot. The existing lot has an existing home, garage, and other residential improvements. The home, garage, and driveway as currently configured on the existing lot provides minimal rear yard and side yard spaces. The replat and increased lot area would provide additional rear/side yard space which would be beneficial to the residential lot.

Programming / CUP Standards

Business model research revealed area market needs in the leasing of large volume storage spaces. 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) Four Total Structures- development proposes four (4) stand-alone buildings to maximize development in most efficient manner (identified as Buildings "A" thru "D"); all buildings are non-sprinkled (NS)
- 2) Buildings "B", "C" and "D" have been technically divided into two separate fire areas through the use of a 3-hour fire resistance rated wall assembly meeting the requirements of the 2020 Minnesota State Building Code; their designation is shown as "B1" / "B2", "C1" / "C2" and "D1" / "D2".
- 3) Reason for this division for buildings "B", "C" and "D" is to comply with the building code for buildings of the indicated size supporting S-1 Moderate Hazard use of these spaces (see Building Area Calculations on sheet #PR-1).
- 4) Building "A" Signature Unit- storage unit with special features identifying it as the main focal point of project (includes the common facility maintenance space)
- 5) Typical Rental Unit
 - a) Large Warehouse Space- 12' x 12' high overhead door; 60' to 70' depth 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
- 6) Lease¹ between Garages Too (Landlord) and Tenant includes key terms:
 - a) Use is storage. Can not be used for residential, retail, wholesale, or services.
 - b) Access limitation to 7:00am to 9:00pm. Limitation to 3 hours on site on any day.
 - c) No parking on the property 9:00pm to 7:00am. Burdah's Towing authorized to tow vehicles.
 - d) No tenant signage allowed.
 - e) No tenant alterations or improvements to the property.
 - f) No tenant alteration or modification to electric service.
 - g) Tenant to hang and maintain two (2) fire extinguishers within unit.
 - h) Landlord has a lien on all personal property items within unit.
 - i) Base rent payable monthly and due first day of each month.
 - j) Late fees will be incurred if rent not paid timely.
 - k) Upon termination of lease, tenant required to remove all personal property or pay cleanout fee.
 - l) Failure to comply with requirements will result in termination and loss of access.

Site Development

The existing 20 foot wide access drive will be upgraded to a 24 foot wide road to provide access to the facility. An access easement exists to allow site access from Highway 55. No change to Highway 55 is anticipated other than connected to the wider access road. No turn lane improvements are required for Highway 55 as this facility will generate only 20 trips per day far below the 100 daily trips threshold required for any new turn lane². Chapter 3 of Mn/DOT Access Management Manual includes a series of requirements or warrants when considering design criteria for its roadway system³. None of the 9 warrants listed are triggered by this project. Four 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 exceeds the city requirement based on building square footage by code 1060.070.2.G.2. Tree plantings are proposed along the north and east sides of the site to provide buffer screening from adjacent residential properties. Existing trees in the southern portion of the east boundary are proposed to remain to the extent possible. Adjacent properties to the west and south are zoned I-1 Light Industrial and future like kind uses are anticipated. Trees are proposed along the south side of the site with a typical spacing of 50 ft. Trees are not proposed along the west boundary due to topography and retaining wall issues.

Shrub plantings are proposed along select building walls that have primary visibility from adjacent residential properties. Shrub plantings are proposed along the east and north walls of Building A, and on the east wall of Building C. The total number of shrubs proposed is less than the calculation result based on building square footage required by code 1060.070.2.G.2. The number of shrubs proposed does exceed the calculation result based on site perimeter required by code 1060.070.2.G.2.

Building Construction

- Project consists of four (4) 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 Facility Maintenance space required for ordinary repairs and upkeep of the buildings and grounds.
- Building "B" Fire Area "B1" – 7 individual rental units;
- Building "B" Fire Area "B2" – 6 individual rental units;
- Building "C" Fire Area "C1" – 6 individual rental units;
- Building "C" Fire Area "C2" – 5 individual rental units;
- Building "D" Fire Area "D1" – 6 individual rental units;
- Building "D" Fire Area "D2" – 2 individual rental units;
- Total Individual Rental Units – 37
- No outdoor / exterior storage is allowed at any time.

Variances Standards

Variance #1- 6315 Horseshoe Bend Drive (proposed Lot 2): Residential Lot Size and Width

- The project proposes to replat the existing residential lot (Lot 4, Block 2, Schnell's Highland Acres 2nd Addition) with additional land resulting in an increased residential lot area.
- Variance is needed to the lot area and lot width standards of current zoning designation UR Urban Reserve for the residential lot. UR zoning requires a minimum 20 acre lot area and minimum 300 ft lot width.

- The existing lot is a legal non-conforming lot since it does not confirm to current UR zoning lot area or lot width standards. The lot was of record prior to adoption of the current UR zoning standards.
- The existing lot area is 1.67 acres. The replat will result in a lot area of 2.12 acres (increase of 0.45 acres).
- No change is proposed to the existing lot width which is approximately 280 ft at Horseshoe Bend Drive.
- No change is proposed to current access to the lot which is off of Horseshoe Bend Drive.
- No access will be provided from the 2240 State Highway 55 property as part of the replat.
- The lot line modification provided by the plat is beneficial to the properties included in the plat.
- There are no negative impacts to adjoining properties.
- The proposed land use is consistent with the comprehensive plan.

Variance #2- 22400 State Highway 55 (proposed Lot 1): Industrial Lot Width and Front Setback

- This existing lot of record has no frontage on a public street. This is an existing condition not created by the owner.
- Variance is needed to the required 100 ft lot width and building setback standards of proposed I-1 Light Industrial zoning since the existing lot (and resulting platted lot) has no frontage on a public street.
- The lot width requirement and front setback requirement cannot be met for proposed Lot 1 as there is no public street adjoining the property.
- City staff has clarified that the front is determined to be the lot line where access is provided (south).
- The project does propose building locations that provide a minimum 50 ft building setback from the south, north, and east lot lines. Since the south lot line is interpreted to be the front, the project does provide a 50 ft setback from the interpreted front (south).
- There are no negative impacts to adjoining properties.
- The proposed land use is consistent with the comprehensive plan.

Variance #3- 22400 State Highway 55: Parking and Drive Aisle Setback to South Property Line

- This existing lot of record has no frontage on a public street. This is an existing condition not created by the owner.
- City staff has clarified that the front is determined to be the lot line where access is provided (south).
- Variance is needed to the required parking and drive aisle 50 ft setback from front for I-1 zoning.
- Sufficient driveway and maneuvering space is needed for fire/safety access to all buildings and circulation within the site.
- Sufficient driveway and maneuvering space is needed to access the building tenant spaces from the south.
- The project does propose curb setback at 10 ft from south lot line.
- Adjacent property to the south is I-1 zoned property. Future development of the adjacent property would allow for curb at 10 ft from the same lot line.
- Compliance with the required 50 ft setback is not practical, would result in an inefficient use of land, and would not provide acceptable fire/safety access.
- There are no negative impacts to adjoining properties.
- The proposed land use is consistent with the comprehensive plan.

Variance #4- 22400 State Highway 55: Municipal Services requirement waiver

- The property is located in the Metropolitan Urban Service Area (MUSA) and is in stage 2030-2035 of the Sanitary Sewer Plan.
- Since the site is located inside of the MUSA boundary, city code requires it to be developed with sewer and water.
- Variance is needed to the requirement for municipal services.
- The proposed use (interior storage) of the project does not need municipal sanitary sewer or municipal water services.
- No office or bathroom facilities will be provided within tenant spaces.
- There are no negative impacts to adjoining properties.
- The proposed land use is consistent with the comprehensive plan.

Footnotes:

- 1 Standard Lease between Garages Too and Tenant (attached)
- 2 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
- 3 Mn/DOT Access Management Manual – Chapter 3
Section 3.4.9 Turn Lanes
<http://www.dot.state.mn.us/accessmanagement/resources.html>

LEASE

THIS LEASE is made as of _____, 20 ____ between _____ ("Landlord") and _____ ("Tenant").

* * * * *

**CONTACT INFORMATION FOR LANDLORD, TENANT
AND PERSONAL GUARANTOR**

TENANT:

Principal Contact Person (Name and Relation to Tenant):	
Address:	
Email Address:	
Phone Number No. 1 (for text messages)	
Phone Number No. 2	

PERSONAL GUARANTOR(S)

Name of Personal Guarantor(s), and Relation to Tenant	
Address:	
Email Address:	
Phone Number No. 1 (for text messages)	
Phone Number No. 2	

LANDLORD

Address:	
----------	--

SUMMARIES OF CERTAIN SECTIONS

The following are short summaries of, and references to Sections in the Lease, regarding certain matters and requirements to which Landlord wants to direct Tenant's attention. Accordingly, Tenant must initial, in the Initial Box next to each item below in order to confirm that **Tenant has read and understands each of the short summaries and the referred to Sections of the Lease. These summaries are for reference only, and are not exhaustive of the subject matter included in the summaries. These summaries shall not be interpreted as affecting Tenant's obligation to read the Lease in its entirety.**

<u>No.</u>	<u>Item</u>	<u>Section in Lease</u>	<u>Initial Box</u>
1	The Premises may only be used for the sole purpose of the storage of the Tenant's personal or business property. The Premises or Property cannot be used for "residential" purposes or the operation of a business. Specifically, but not by way of limitation, no retail or wholesale goods or services may be offered, performed, or sold at the Premises or Property.	3	
2.	Access to the Property or the Premises is limited to the period of time between 7:00 am and 9:00 pm, daily. Tenant may not be on the Premises for more than a total of three (3) hours on any day.	3	
3	Vehicles shall not be parked on the Property between the hours of 9:00 pm and 7:00 am. Any vehicle parked on the Property by the Tenant or Tenant's agents, employees or invitees between the hours of 9:00 pm and 7:00 am will be towed. All costs related to any such towing and resulting storage shall be the sole responsibility of the Tenant. <i>Burda Towing, Rogers, Minnesota</i> has contracted with the Landlord to patrol the Property and tow any vehicles which are in violation of this requirement. All costs of such towing and resulting storage will be the direct responsibility of the Tenant, who shall promptly pay the towing company directly.	3	
4	Tenant may not place any signage on the Property or the Premises without the consent of the Landlord; and, Tenant may not otherwise advertise or represent that the Premises or	19	

	Property is a place of business.		
5	There shall be no alterations or improvements to the Premises without the express written consent of Landlord.	10	
6	Tenant shall not make, or allow to be made, any alterations or improvements to the electrical service for the Premises, without the express written consent of the Landlord, which consent may be conditioned on the approval of a licensed electrician to perform such alterations or improvements, and confirmation that they will be made in full compliance with any applicable code. For the purposes of this prohibition, Tenant may not move, remove, or change any of the outlets or fuse/circuit breaker panel in the Premises. In addition, Tenant shall make sure that the wall sixteen (16) inches on either side of the electric panel is free from any obstruction so that the electrical panel can be accessed by Landlord or any inspector(s).	10	
7	Tenant shall be required to hang and maintain two (2) operable fire extinguishers in the Premises. One shall be hung and maintained in the front of the Premises by the main door; and the second one shall be hung and maintained on the back wall of the Premises. Landlord shall be permitted to inspect the Premises in order to confirm compliance with this requirement every six (6) months during the Term. In addition, at Landlord's sole discretion, if the Tenant does not hang and maintain operable fire extinguishers as required, Landlord may hang fire extinguishers as required above, the cost of which be due and payable immediately as Additional Rent, and Tenant will be obligated to maintain any such fire extinguishers.	3	
8	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	
9	The Base Rent payable in monthly installments must be paid in such a manner that the installments are received by the Landlord on or before the first day of the month.	6	
10	Substantial Late Fees will be incurred and must be paid if the Rent payments are not made on a timely basis.	7	
11	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	
12	ANY FAILURE TO COMPLY WITH REQUIREMENTS DESCRIBED IN THIS SUMMARY SECTION WILL BE CONSIDERED A MATERIAL BREACH OF THIS LEASE RESULTING IN IMMEDIATE TERMINATION OF THIS LEASE AND LOSS OF ACCESS TO PREMISES AND THE PROPERTY.	3	

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the property located at _____ (“Property”), which portion is commonly referred to as Unit No. _____, and is depicted as crosshatch 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 on _____ (“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 the Premises and Property.** Access to the Premises and the Property is limited to the period of time between 7:00 am, and 9:00 pm daily. Tenant may not be on the Premises for more than a total of three (3) hours on any day.

The Tenant’s use of the Premises shall be for the sole purpose of the storage of Tenant’s personal or business property.

The Premises or Property cannot be used 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.

While it is understood that the Premises may be used for the storage of personal property which is used, or may be used, in the Tenant’s business, the Premises or Property cannot be used for the operation of a business. Specifically, but not by way of limitation, no retail or wholesale goods or services may be offered, performed, or sold on the Premises or Property.

Tenant shall not store, keep or place anything outside the Premises, except during the moving in or removal of stored items in the Premises.

Vehicles shall not be parked on the Property between the hours of 9:00 pm and 7:00 am. Any vehicle parked on the Property by the Tenant or Tenant's agents, employees or invitees between the hours of 9:00 pm and 7:00 am will be towed. Burda Towing, Rogers, Minnesota, has contracted with the Landlord to patrol the Property and tow any vehicles which are in violation of this requirement. All costs of such towing and resulting storage will be the direct responsibility of the Tenant, who shall promptly pay the towing company directly.

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.

Tenant shall be required to hang and maintain two (2) operable fire extinguishers in the Premises. One shall be hung and maintained in the front of the Premises by the main door; and the second one shall be hung and maintained on the back wall of the Premises. Landlord shall be permitted to inspect the Premises in order to confirm compliance with this requirement every six (6) months during the Term. In addition, at Landlord's sole discretion, if the Tenant does not hang and maintain operable fire extinguishers as required, Landlord may hang fire extinguishers as required above, the cost of which be due and payable immediately as Additional Rent, and Tenant will be obligated to maintain any such fire extinguishers.

It is specifically acknowledged that tenant is responsible for the conduct of any person or persons who are on the Property or Premises as Tenants guests, invitees, or permittees. Accordingly, any conduct by such guest, invitee, or permittee which does not comply with the requirements and restrictions set forth in this section, or other applicable sections of this Lease, shall be deemed to be an Event of Default by the Tenant, allowing Landlord to exercise its rights and remedies as set forth in Section 28 of this Lease or elsewhere.

TENANT HEREBY ACKNOWLEDGES THAT ANY FAILURE TO COMPLY WITH REQUIREMENTS DESCRIBED IN THE SUMMARY SECTION AND SECTIONS REFERRED TO THEREIN WILL BE CONSIDERED A MATERIAL BREACH OF THIS LEASE RESULTING IN IMMEDIATE TERMINATION OF THIS LEASE AND LOSS OF ACCESS TO PREMISES AND THE PROPERTY.

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 to the Landlord, in lawful money of the United States, in monthly installments. The monthly installments shall be mailed or personally delivered to the Landlord at the Address of the Landlord as set forth above, or such other address as may hereafter designated in writing. The Base Rent shall be paid in monthly installments mailed or delivered to the Landlord. 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. If a monthly installment is sent to the Landlord via mail, it shall be mailed at such time so that it is received by the Landlord not later than the first day of the month.

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.

Specifically, *but not by way of limitation*, Tenant shall not make or allow any alterations or improvements to the electrical service for the Premises without the express written consent of the Landlord, which consent may be conditioned on the approval of a licensed electrician to perform such alterations or improvements, and confirmation that they will be made in compliance with any applicable codes. For the purposes of this prohibition, Tenant may not move, remove, or change any of the outlets or the fuse/circuit

breaker panel in the Premises. In addition, Tenant shall make sure that the wall sixteen (16) inches on either side of the electric panel is free from any obstruction so that the electrical panel can be accessed by Landlord or any inspector(s).

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; Advertising. Tenant shall not be permitted to place any lettering, signage, advertisement, notice or object and shall not permit any 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. Tenant may not otherwise advertise or represent that the Premises or Property is a place of business.

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; 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, 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 in 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:

- 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:

[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**

Scott Dahlke @ CESD

From: Sherman, Tod (DOT) <tod.sherman@state.mn.us>
Sent: Monday, December 14, 2020 8:13 AM
To: Scott Dahlke @ CESD
Cc: Muhic, P Cameron (DOT)
Subject: RE: 22410 State Hwy No 55, Corcoran -- potential project
Attachments: Local Government Guide December April 2018.pdf

Hi Scott:

Thank you for the question. As discussed with Craig, the warrants for both a right turn lane and a left turn lane are met if the driveway is expected to serve 100 trips per day. Therefore, for example, if a development is expected to attract 50 customers per day, this would equate to 50 trips into the development and 50 trips out of the development for a total of 100 trips.

I don't anticipate that the other criteria will apply in this case, but the full list of criteria is located at: <http://www.dot.state.mn.us/accessmanagement/resources.html> on the last two pages of Chapter 3.

Attached is our Local Government Guide which outlines our development review process and the information that we would like to have for our reviews. Our formal reviews are usually conducted at the same time the City reviews the plans. Do you have a timeframe for when the plans will be submitted to the City?

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

From: Scott Dahlke @ CESD <sdahlke@civilesd.com>
Sent: Friday, December 11, 2020 1:49 PM
To: Sherman, Tod (DOT) <tod.sherman@state.mn.us>
Subject: 22410 State Hwy No 55, Corcoran -- potential project

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hi Tod,

I am working on a potential project at 22410 State Hwy 55, Corcoran. Owner Craig Scherber has indicated he reached out to you a number of weeks back and discussed access. There are currently 2 driveways and we would be proposing to remove 1 of them with this project. The project is proposed to be multi-tenant large unit garage/storage. Owner Craig Scherber has 3 other locations for these structures in the metro are and typical tenants are very low volume traffic

generators. Traffic generation at the site is estimated to average 10 cars per day. Attached is a concept plan of the proposed project for reference.

We have been asked to obtain clarification of what would trigger a turn lane on Hwy 55. Could you forward criteria and/or thresholds that would trigger a turn lane. And if a turn lane were required, what configuration would be required?

Give me a call or email with any questions.

Thanks,
Scott Dahlke
Civil Engineering Site Design, LLC
PO Box 566
118 E. Broadway St.
Monticello, MN 55362
763-314-0929 office
612-619-8625 cell
sdahlke@civilesd.com

GARAGES TOO CORCORAN

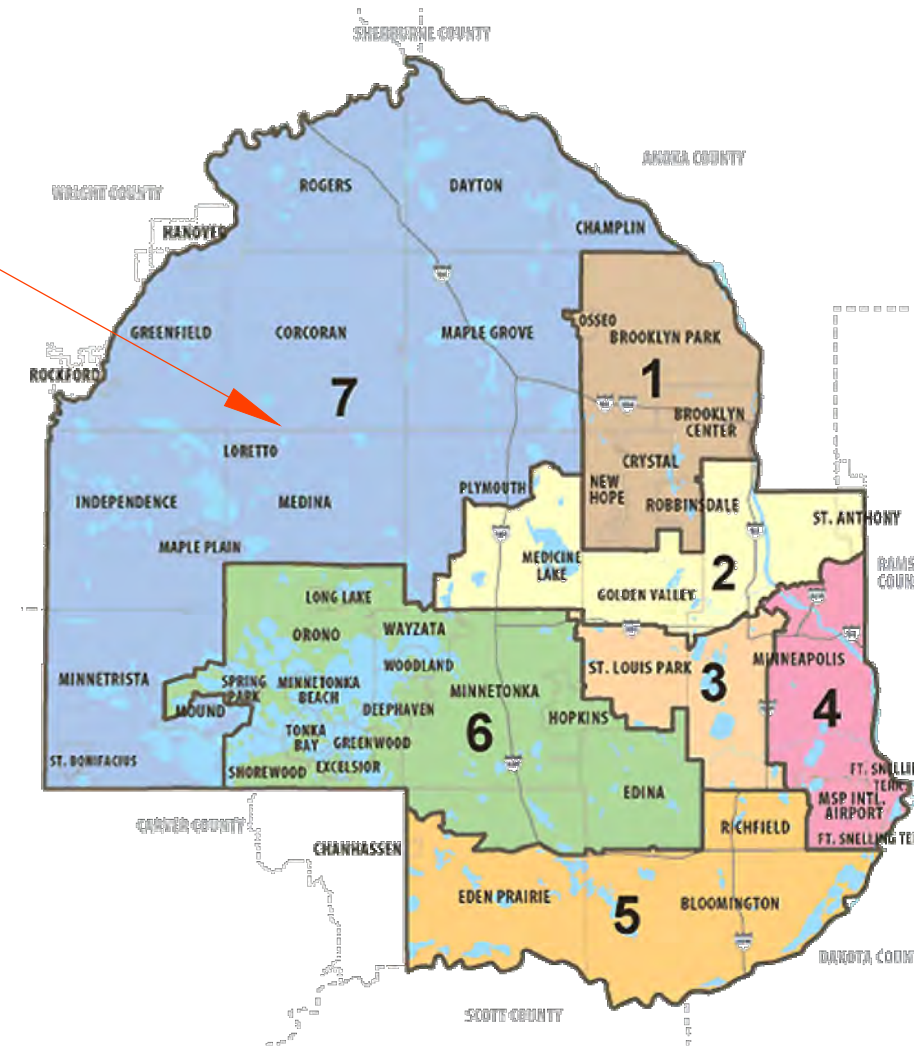
SITE IMPROVEMENT PROJECT

CORCORAN, MN



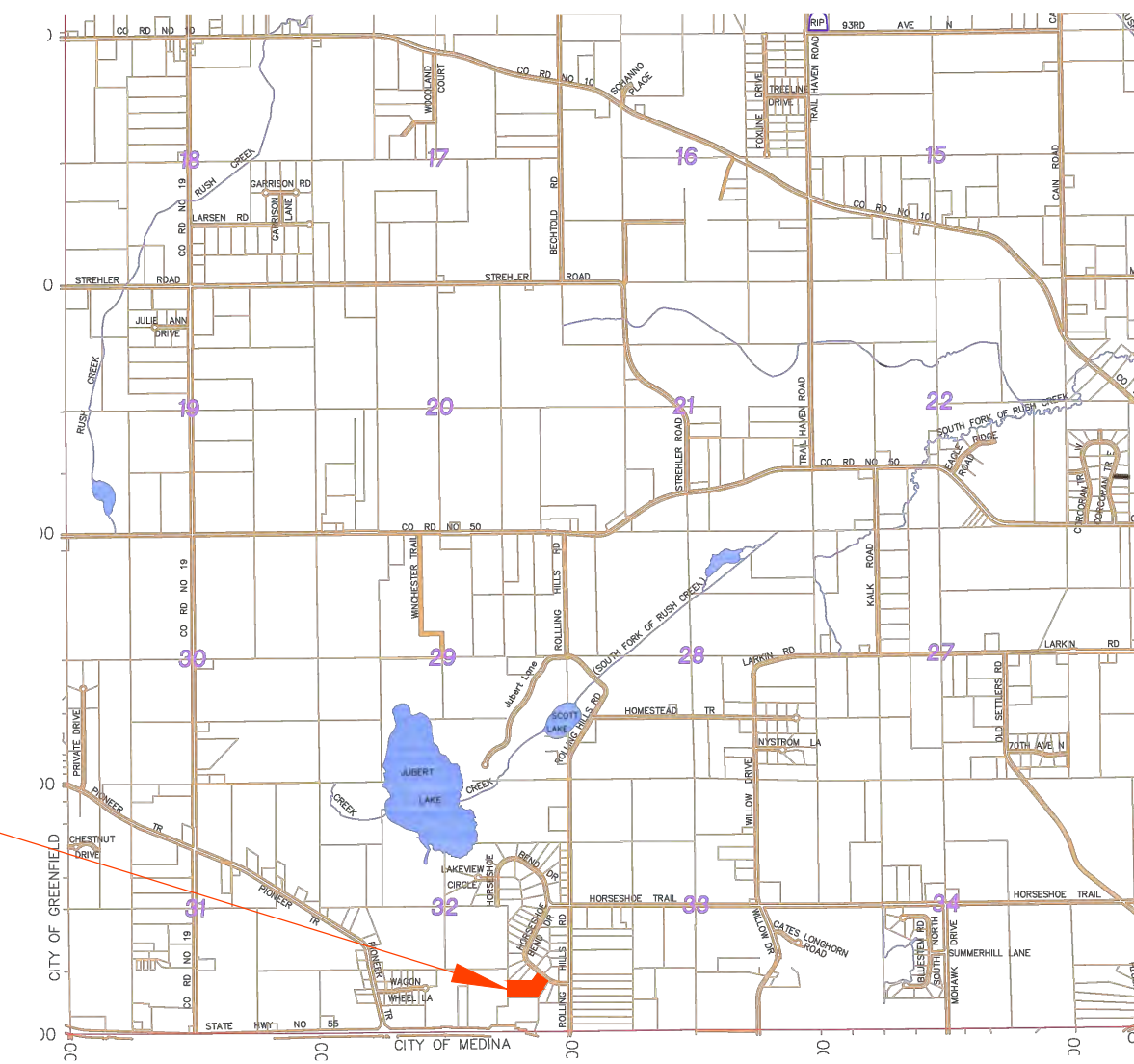
MINNESOTA

SITE



HENNEPIN COUNTY

SITE

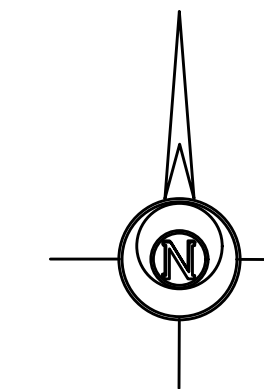


CITY OF CORCORAN, MN



SITE

PROJECT LOCATION



INDEX OF CIVIL SITE DRAWINGS:

- C0 PROJECT LOCATION PLAN
- C1 SITE PLAN & PRELIMINARY PLAT
- C2 GRADING AND DRAINAGE PLAN
- C3 STORM SEWER PLAN
- C4 PRIVATE DRIVE
- C5.1-5.2 SWPPP
- C6.1-6.2 EXISTING CONDITIONS & REMOVAL PLAN
- C7.1-7.2 DETAILS
- C8 LANDSCAPE PLAN

CLIENT:

GARAGES TOO, LLC

305 Lakeview Ave.
Tonka Bay, MN 55331

Craig Scherber
612-810-8400

**GARAGES TOO CORCORAN
SITE IMPROVEMENT
PROJECT**

**22400 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: 9/7/21 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	DRAWN BY	DESIGNED BY	CHECKED BY
06/16/21 REVISED BOUNDARY, BASIN, AND STORM SEWER	04/20/21	SD	SD	SD
07/08/21 ADDED DRIVEWAY GRADING LIMITS				
09/07/21 CITY COMMENTS				
HORIZONTAL SCALE 1 inch = 100 feet (TOTAL SIZE SHEET 24 x 36)				VERTICAL SCALE 1 inch = 10 feet

DATE	DRAWN BY	DESIGNED BY	CHECKED BY
04/20/21	SD	SD	SD

FILE NO. 00796

CO

Project Location plan

SITE PLAN NOTES

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

GENERAL NOTES

1. 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.
2. 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.
3. SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND PIPING, VALVING, ETC.
4. 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.
5. 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.
6. 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.
7. ALL EXISTING CONCRETE CURBING AND PAVEMENT TO REMAIN SHALL BE PROTECTED FROM DAMAGE. CONTRACTOR TO REPAIR ANY DAMAGED EXISTING CURB AND PAVEMENT AT CONTRACTOR'S EXPENSE.

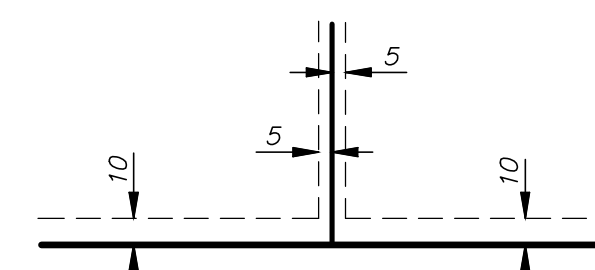
KEY NOTES:

- 1 BITUMINOUS PAVEMENT; SEE SECTION ON DETAIL SHEET
- 2 4 FT CONCRETE VALLEY GUTTER (SEE DETAIL)
- 3 CONCRETE PAVEMENT HEAVY DUTY; 4,500 PSI MIX; SEE SECTION ON DETAIL SHEET
- 4 CONCRETE PAVEMENT LIGHT DUTY; 4,500 PSI MIX; SEE SECTION ON DETAIL SHEET (PRIVATE SIDEWALK)
- 5 B612 (6") CONCRETE CURB & GUTTER MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
- 6 B612 (6") CONCRETE OUTFLOW CURB & GUTTER. (TIP-OUT FLOWLINE). MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
- 7 PERVIOUS AREA. SEE LANDSCAPE PLAN
- 8 RETAINING WALL. ALL RETAINING WALLS OVER 4.0 FT EXPOSED HEIGHT SHALL BE ENGINEERED AND HAVE FENCE PER LOCAL AUTHORITY REQUIREMENTS
- 9 SITE ACCESS PRIVATE DRIVE. SEE PLAN SHEET C4
- 10 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.
- 11 SEE PLAN SHEET C4 FOR LOCATION OF CONTROLLED ACCESS GATE AND CLEARED TURN-AROUND AREA. CONTROLS TO LIMIT ACCESS TO CODE ENTRY AND LIMITED ACCESS TO OPEN HOURS.

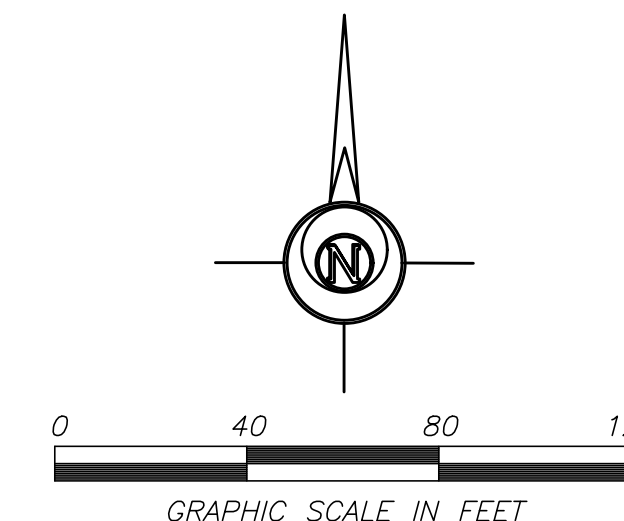
SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
ENGINEERING DESIGN & SURVEYING
6480 WAYZATA BLVD.
MINNEAPOLIS, MN 55426
DATED: MARCH 11TH, 2021
BENCHMARK:
DISK "UMC"
ELEV.=1046.20 (NGVD 29) MNDOT

Drainage and utility easements are shown thus:



Being 10 feet in width and adjoining right-of-way lines, also being 5 feet in width and adjoining lot lines, unless otherwise indicated, as shown on the plot.



LEGEND:

- EXISTING BOUNDARY
- EXISTING EASEMENT
- EXISTING R/W LINE
- CONCRETE LIGHT DUTY
- CONCRETE HEAVY DUTY
- BITUMINOUS PAVEMENT
- AGGREGATE SURFACE
- PROPOSED CURB AND GUTTER STANDARD
- PROPOSED CURB AND GUTTER TIP-OUT
- PROPOSED PARKING STALLS
- PROPOSED LIGHT POLE

PROJECT LOCATION

SE 1/4 of the SE 1/4 SECTION 32 TOWNSHIP 119, RANGE 23, HENNEPIN COUNTY, MINNESOTA.

EXISTING PROPERTY DESCRIPTIONS

THAT PART OF THE NORTH 340 FEET OF THE SOUTH 1065 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 119 NORTH, RANGE 23, WEST OF THE 5TH/ PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 685 FEET THEREOF, HENNEPIN COUNTY, MINNESOTA. AND LOT 4, BLOCK 2, SCHNELL'S HIGHLAND ACRES 2ND ADDITION, HENNEPIN COUNTY, MINNESOTA.

PROPOSED LEGAL DESCRIPTIONS

LOTS 1 AND 2, BLOCK 1, GARAGES TOO CORCORAN, HENNEPIN COUNTY, MINNESOTA.

SITE DATA:

EXISTING ZONING:	UR URBAN RESERVE
PROPOSED ZONING:	I1 LIGHT INDUSTRIAL (LOT 1) UR URBAN RESERVE (LOT 2)
GROSS AREA:	292,345 SF = 6.71 ACRES
PROPOSED LOT 1:	199,893 SF = 4.59 ACRES
PROPOSED LOT 2:	92,452 SF = 2.12 ACRES
TOTAL PROPOSED BUILDINGS (LOT 1):	62,031 SF
PERCENT BUILDING COVERAGE (LOT 1):	31.03 % (% of lot area)
FLOOR AREA RATIO (LOT 1):	0.3103 (62,031 / 199,893)
EXISTING IMPERVIOUS AREA (LOT 1):	15,830 SF (includes existing buildings, existing pavement areas)
PROPOSED IMPERVIOUS AREA (LOT 1):	131,210 SF (excludes proposed Lot 2)
PROPOSED PERCENT IMPERVIOUS (LOT 1):	65.6% (% of lot area; 131,210 / 199,893)
PROPOSED PERVIOUS AREA:	68,683 SF (landscape, turf areas)
PROPOSED PERCENT PERVIOUS AREA:	34.4% (% of lot area; 68,683 / 199,893)
DISTURBANCE AREA:	241,760 SF = 5.55 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%

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- C7.1-7.2 DETAILS
- C8 LANDSCAPE PLAN

CLIENT:

GARAGES TOO, LLC

305 Lakeview Ave.
Tonka Bay, MN 55331

Craig Scherber
612-810-8400

**GARAGES TOO CORCORAN
SITE IMPROVEMENT
PROJECT**

**22400 State Highway No. 55
Corcoran, Minnesota 55940**

SITE PLAN & PRELIMINARY PLAT

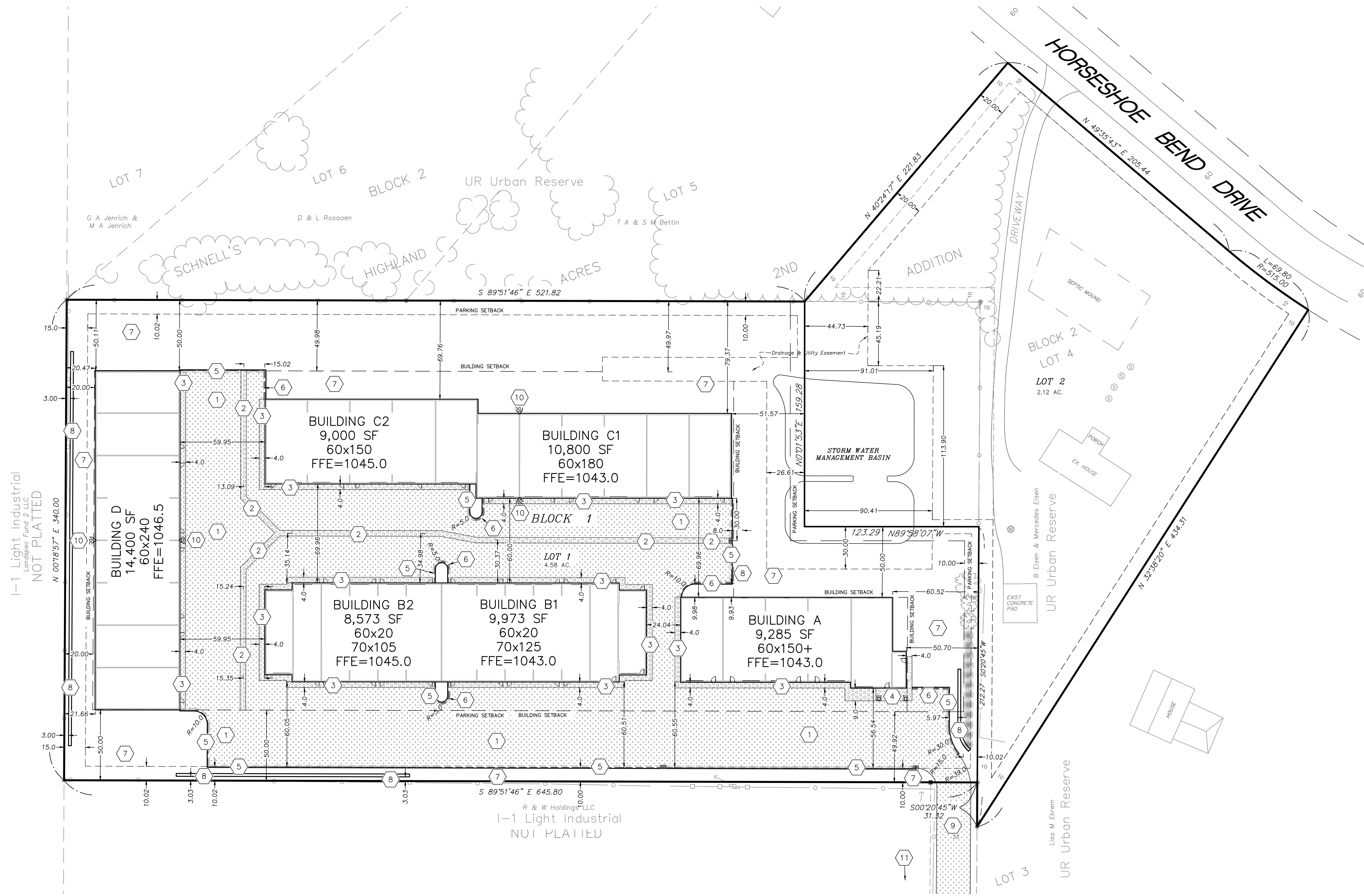
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Scherber

Date: 9/7/21 Reg. No. 24348
PREPARED BY: CIVIL ENGINEERING SITE DESIGN
118 East Broadway St.
Monticello, Mn 55362
Phone: 763-314-0929
www.civilsd.com

REVISIONS
06/16/21 REVISED BOUNDARY, BASIN, AND STORM SEWER
07/08/21 ADDED DRIVEWAY GRADING LIMITS
09/07/21 CITY COMMENTS

DATE 04/20/21
DRAWN BY SD
DESIGNED BY SD
CHECKED BY SD

FILE NO. 00796
C1
Site Plan & Preliminary Plat

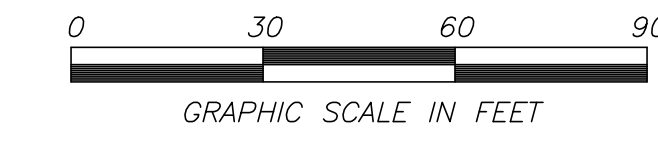
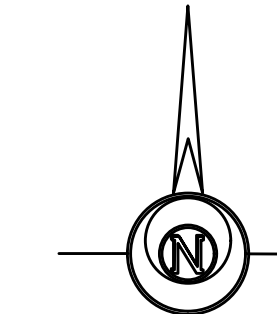


I-1 Light Industrial
Landscaping Fund 2 LLC
NOT PLATTED
N 00718'57" E 340.00

R & W Holdings LLC
I-1 Light Industrial
NOT PLATTED

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:
ENGINEERING DESIGN & SURVEYING
6480 WAZZATA BLVD.
MINNEAPOLIS, MN 55426
DATED: MARCH 11TH, 2021
BENCHMARK:
DISK "UMC"
ELEV.=1046.20 (NGVD 29) MNDOT

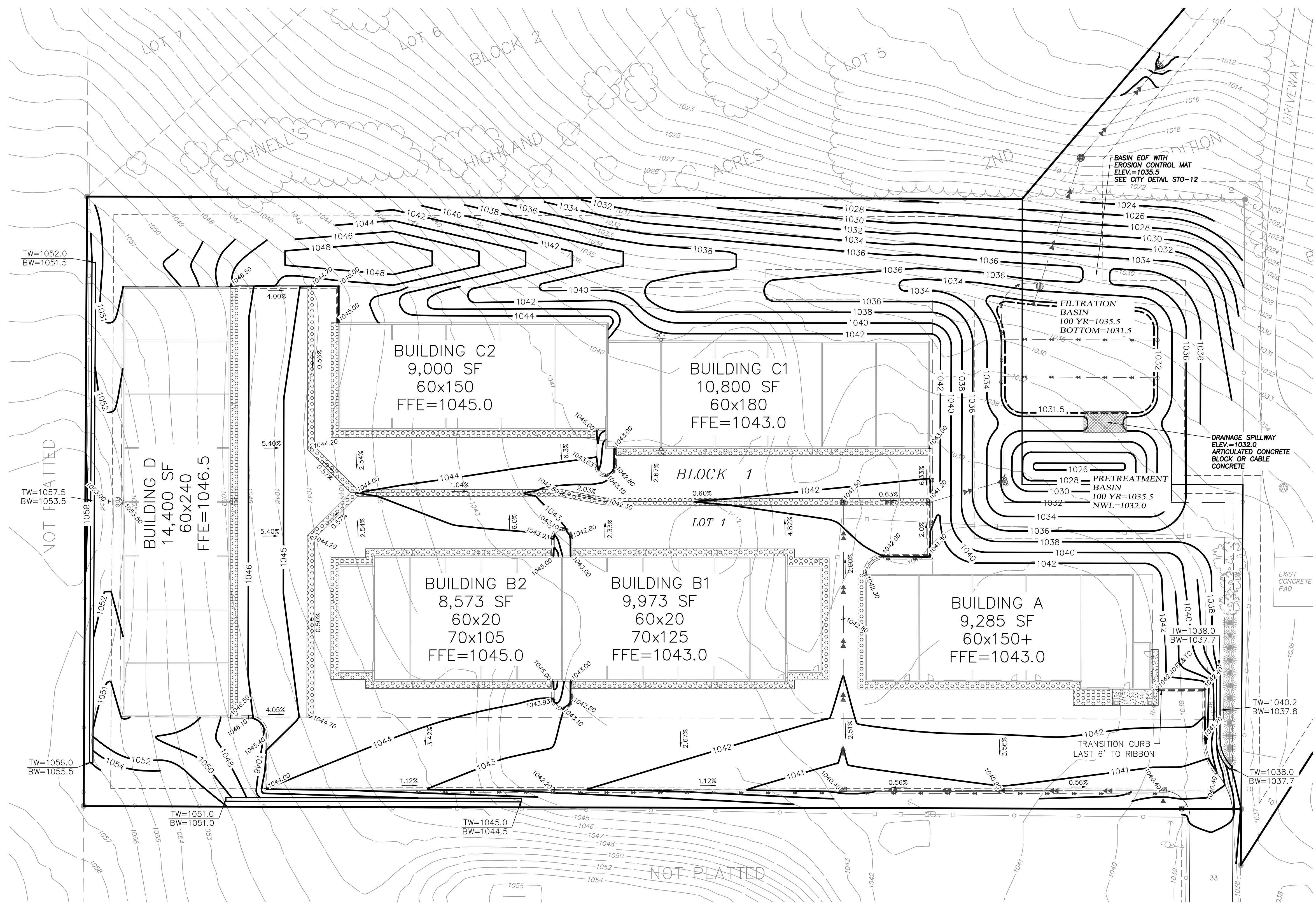
CLIENT:

GARAGES TOO, LLC
305 Lakeview Ave.
Tonka Bay, MN 55331
Craig Scherber
612-810-8400

**GARAGES TOO CORCORAN
SITE IMPROVEMENT
PROJECT**

22400 State Highway No. 55
Corcoran, Minnesota 55340

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.
S. D. Walker

Date: 9/7/21 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	BY	DESCRIPTION
06/16/21	SD	REVISED BOUNDARY, BASIN, AND STORM SEWER	
07/08/21	SD	ADDED DRIVEWAY GRADING LIMITS	
09/07/21	SD	CITY COMMENTS	
HORIZONTAL SCALE		VERTICAL SCALE	
1 inch = 10 feet		1 inch = 10 feet	

DATE	04/20/21
DRAWN BY	SD
DESIGNED BY	SD
CHECKED BY	SD

FILE NO. 00796

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C2

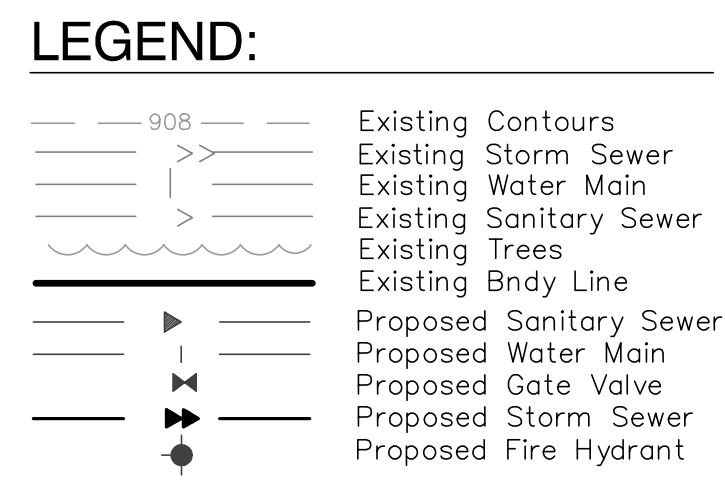
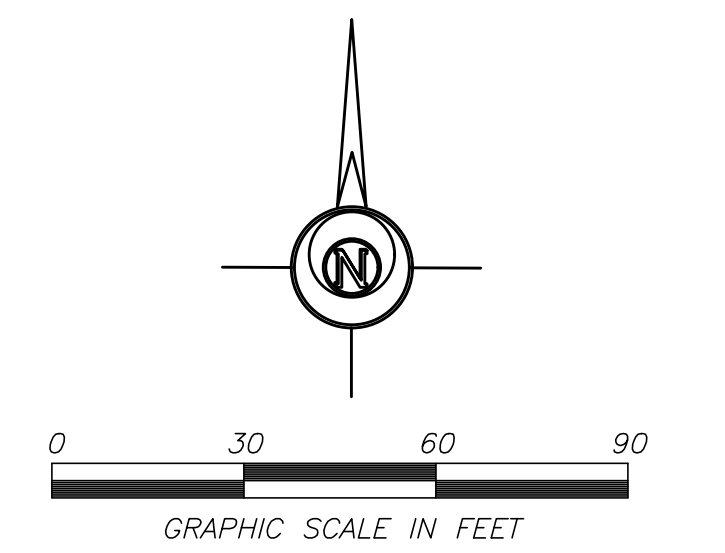
Grading & Drainage Plan

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 "Gopher 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.

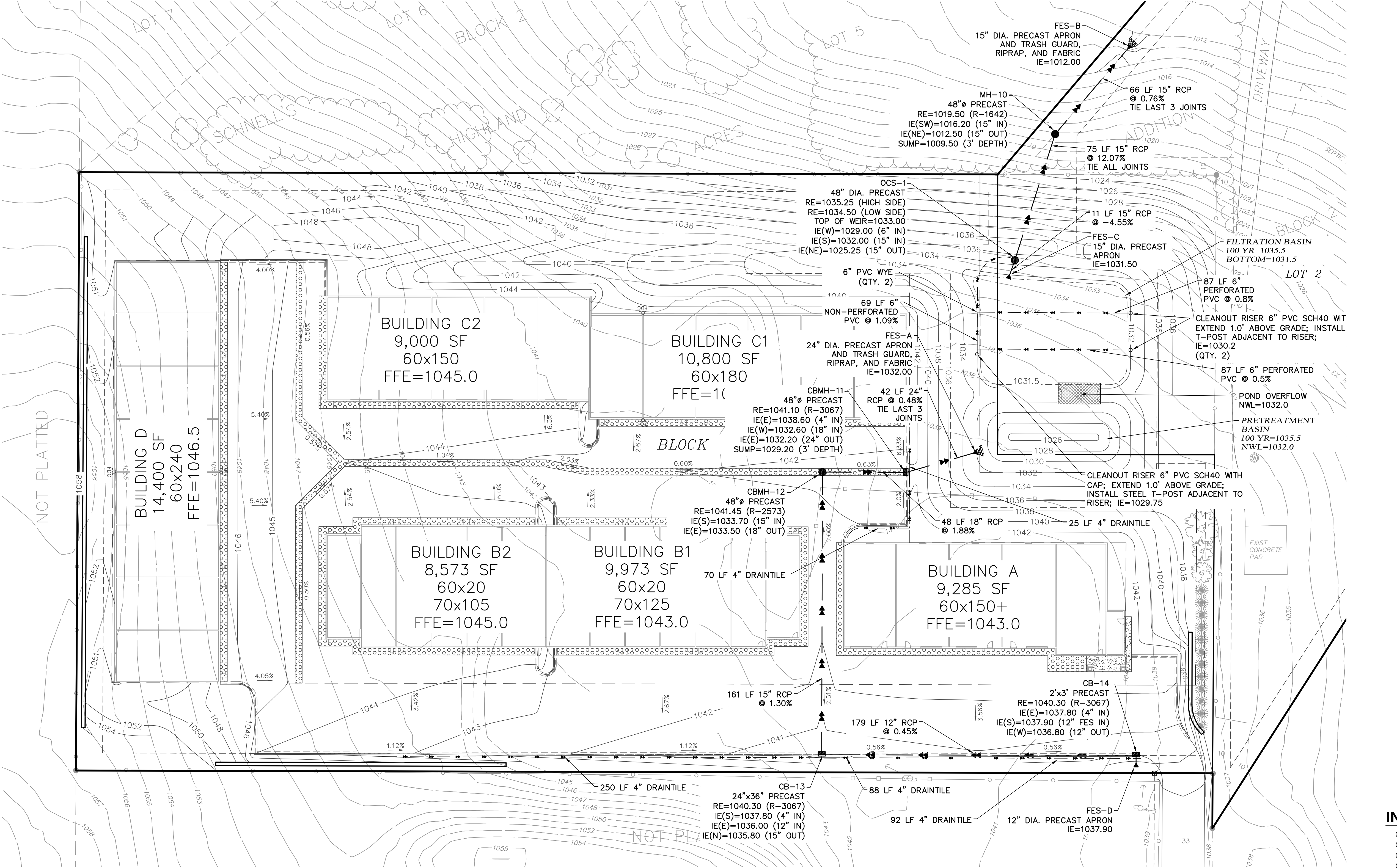
- The Contractor shall keep access roads clear of soil or other debris, and perform daily street cleaning as required by the NPDES permit. Positive drainage, controlled with erosion control and erosion prevention measures as required by the NPDES permit shall be performed. Inlet protection shall be installed 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".
 C. 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.



SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
 ENGINEERING DESIGN & SURVEYING
 6480 WAZATA BLVD
 MINNEAPOLIS, MN 55426
 DATED: MARCH 11TH, 2021
 BENCHMARK:
 DISK "UMC"
 ELEV.=1046.20 (NGVD 29) MNDOT



INDEX OF CIVIL SITE DRAWINGS:

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C8	LANDSCAPE PLAN

CLIENT:
GARAGES TOO, LLC
 305 Lakeview Ave.
 Tonka Bay, MN 55331
 Craig Scherber
 612-810-8400

GARAGES TOO CORCORAN SITE IMPROVEMENT PROJECT
STORM SEWER PLAN
 22400 State Highway No. 55
 Corcoran, Minnesota 55340

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: 9/7/21 Reg. No. 24348
 PREPARED BY: CIVIL ENGINEERING SITE DESIGN
 1118 East Broadway St.
 Monticello, Mn 55362
 Phone: 763-314-0929
 www.civiland.com

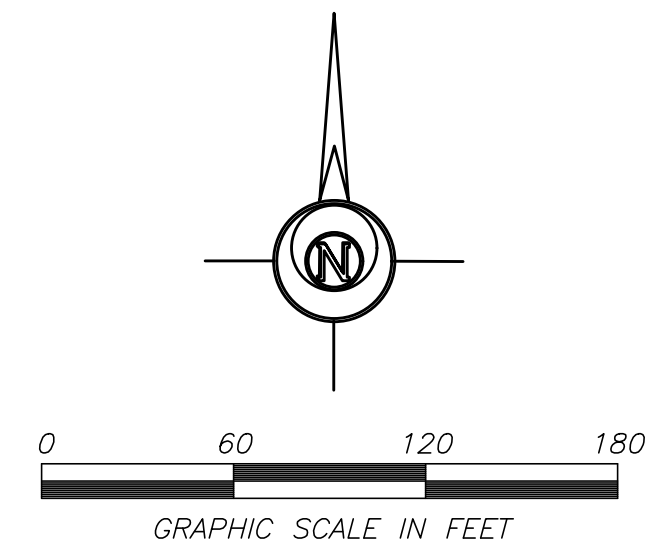
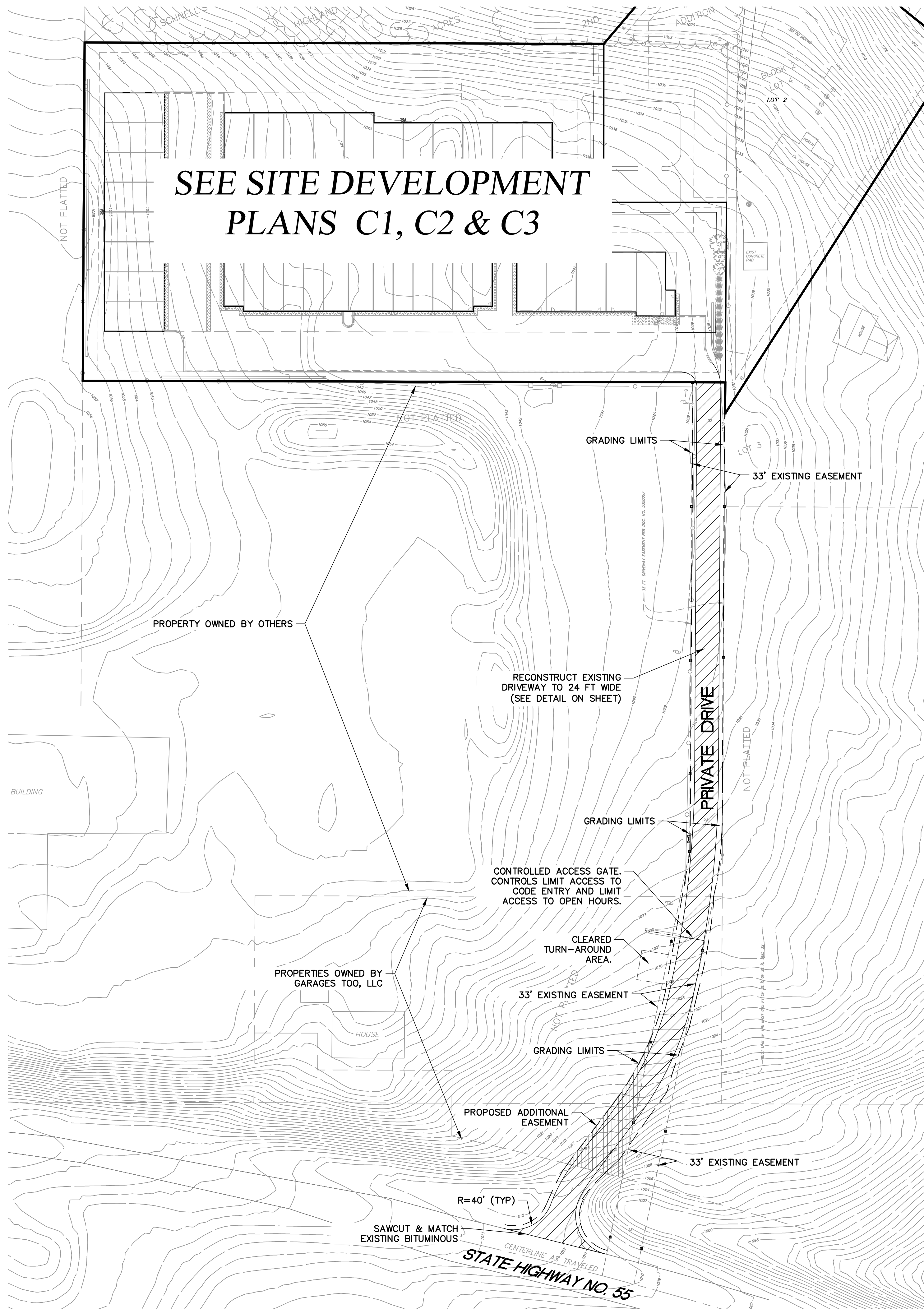
REVISIONS	DATE	BY	DESCRIPTION
06/16/21	04/20/21	SD	REVISED BOUNDARY, BASIN, AND STORM SEWER
07/08/21		SD	ADDED DRIVEWAY GRADING LIMITS
09/07/21		SD	CITY COMMENTS

DATE	04/20/21
DRAWN BY	SD
DESIGNED BY	SD
CHECKED BY	SD

FILE NO. 00796

C3

Storm Sewer Plan



LEGEND:

BITUMINOUS PAVEMENT

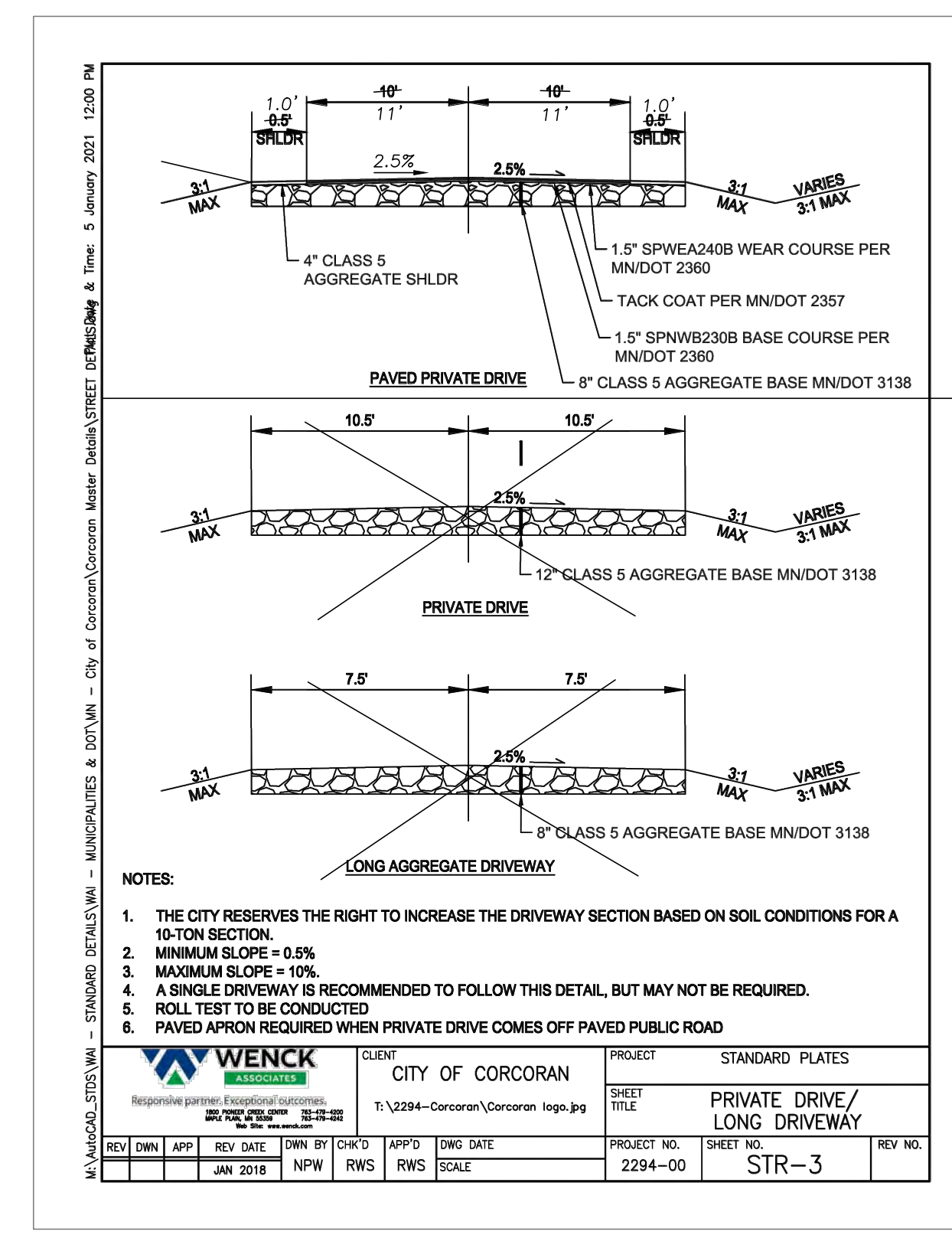
SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
ENGINEERING DESIGN & SURVEYING
6480 WAYZATA BLVD.
MINNEAPOLIS, MN 55426

DATED: MARCH 11TH, 2021

BENCHMARK:
DISK "JMK"
ELEV.=1046.20 (NGVD 29) MNDOT

NOTE:
MAINTAIN 2.5% CROSS SLOPE FOR DRIVEWAY.



INDEX OF CIVIL SITE DRAWINGS:

C0	PROJECT LOCATION PLAN
C1	SITE PLAN & PRELIMINARY PLAT
C2	GRADING AND DRAINAGE PLAN
C3	STORM SEWER PLAN
C4	PRIVATE DRIVE
C5.1-5.2	SWPPP
C6.1-6.2	EXISTING CONDITIONS & REMOVAL PLAN
C7.1-7.2	DETAILS
C8	LANDSCAPE PLAN

CLIENT:

GARAGES TOO, LLC

305 Lakeview Ave.
Tonka Bay, MN 55331

Craig Scherber
612-810-8400

GARAGES TOO CORCORAN SITE IMPROVEMENT PROJECT

22400 State Highway No. 55
Corcoran, Minnesota 55340

PRIVATE DRIVE

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Date: 9/7/21 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

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

REVISIONS

06/16/21	REVISED BOUNDARY, BASIN, AND STORM SEWER
07/08/21	ADDED DRIVEWAY GRADING LIMITS
09/07/21	CITY COMMENTS

DATE: 04/20/21

DRAWN BY: SD

DESIGNED BY: SD

CHECKED BY: SD

VERTICAL SCALE: 1" = 10' feet

HORIZONTAL SCALE: 1" = 100' feet (TOTAL SIZE SHEET 24 x 36)

FILE NO. 00796

C4

Private Drive

SWPP NARRATIVE

This LIGHT industrial project construction will consist of site clearing, grading, utilities, and parking lot construction. Construction is planned for 2021.

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 requirements.

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 overfills.

DESIGN CALCULATIONS

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

SWPPP Designer: Scott Dahlike (Expires 2022)

EROSION CONTROL MAINTENANCE SCHEDULE

- 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.
- Replacement - Fabric shall be replaced promptly when it decomposes or becomes ineffective before the barrier is no longer necessary.
- 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.
- 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

- 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.
- 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.
- 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.
- 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.
- 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.
- Any seeded areas that do not become established with vegetation shall be re-seeded at Contractor's expense.
- Erosion blanket shall be installed in seed areas with ground surface slopes of 3H:1V or steeper.

EROSION CONTROL NOTES

- 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.
- 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 mat, erosion blanket with seed, or sod.
- 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.
- 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 via street scraping and sweeping at the end of each working day.
- 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.
- Install silt fence around all temporary inactive stockpiles which are not place within existing silt fence area or other perimeter erosion controls.
- 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.
- 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

- 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.
- Rock Construction Entrance shall be installed prior to grading operations.
- 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.
- 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 construct roadway, while maintaining adequate erosion control in adjacent areas.
- Sufficient topsoil shall be stockpiled to allow for the replacement of 6" topsoil for disturbed areas to be re-vegetated.
- 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:

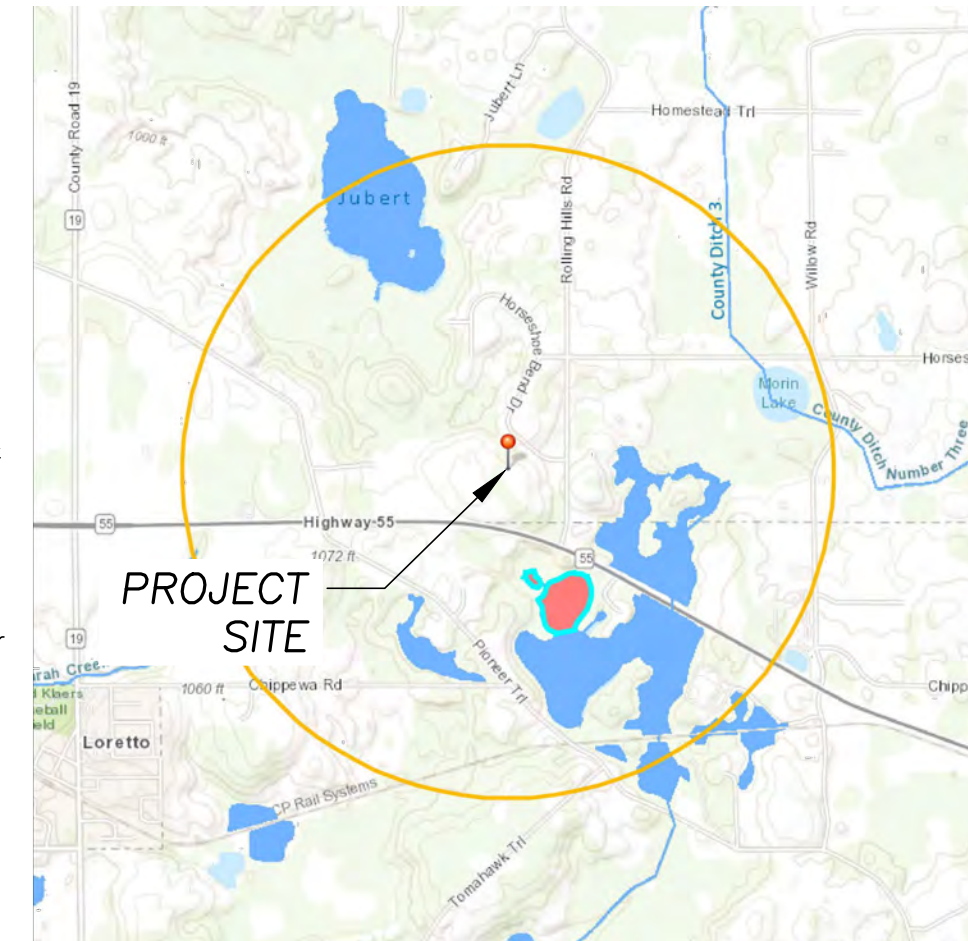
Owner: Garages Too, LLC
305 Lakeview Ave.
Tonka Bay, MN 55331

Contractor: Not Known Yet

Manager: Not Known Yet

FILTRATION BASIN NOTES

- Filtration area shall be staked off during construction to restrict heavy equipment traffic from compacting native soils.
- Install appropriate temporary erosion control devices to prevent sediment from entering the practice during construction.
- 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.
- 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.
- Install sediment control around basin after completion of basin grading.
- Seeding and installation of erosion control shall be completed within 48 hours of final grading of basin.



PETER (NORTH BAY), IMPARED WATER WITHIN 1 MILE RADIUS OF PROJECT SITE

LEGEND:

- 908 — Existing Contours
- >>> Existing Storm Sewer
- 908 — Proposed Contours
- ▶— Proposed Storm Sewer
- Proposed Silt Fence
- Proposed Fiber Logs
- Proposed Storm Sewer Inlet Protection
- Flow Direction
- ▨ Proposed Erosion Blanket

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
ENGINEERING DESIGN & SURVEYING
6480 WAZYATA BLVD
MINNEAPOLIS, MN 55426

DATED: MARCH 11TH, 2021

BENCHMARK:
DISK "UMC"
ELEV.=1046.20 (NGVD 29) MNDOT

PROJECT LOCATION

SE 1/4 of the SE 1/4
SECTION 32 TOWNSHIP 119, RANGE 23,
HENNEPIN COUNTY, MINNESOTA.

EXISTING PROPERTY DESCRIPTION

SEE SURVEY

TOTAL SITE DATA:

EXISTING IMPERVIOUS AREA: (Lot 1 and existing drive access)	27,480 SF
PROPOSED IMPERVIOUS AREA: (Lot 1 and proposed drive access)	153,540 SF
TOTAL PERCENT IMPERVIOUS AREA: (% of total area; 153,540/222,220)	69.1%
PROPOSED DISTURBED AREA:	241,760 SF = 5.55 AC

EROSION CONTROL QUANTITIES:

ITEM:	QUANTITY	UNIT
ROCK ENTRANCE	1	EA
SILT FENCE	2042	LF
WOOD FIBER LOG	450	LF
ROCK LOG	60	LF
MULCH TYPE 3 & DISC ANCHORING	10,44	AC
EROSION BLANKET CAT. 3	6,630	SY
INLET PROTECTION	6	EA

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C4	PRIVATE DRIVE
C5.1-5.2	SWPPP
C6.1-6.2	EXISTING CONDITIONS & REMOVAL PLAN
C7.1-7.2	DETAILS
C8	LANDSCAPE PLAN

CLIENT:

GARAGES TOO, LLC

305 Lakeview Ave.
Tonka Bay, MN 55331

Craig Scherber
612-810-8400

GARAGES TOO CORCORAN SITE IMPROVEMENT PROJECT

22400 State Highway No. 55
Corcoran, Minnesota 55340

SWPPP

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.
Scott Dahlike

Date: 9/7/21 Reg. No. 24348
PREPARED BY: CIVIL ENGINEERING SITE DESIGN
1118 East Broadway St.
Monticello, Mn 55362
Phone: 763-314-0929
www.civildesign.com

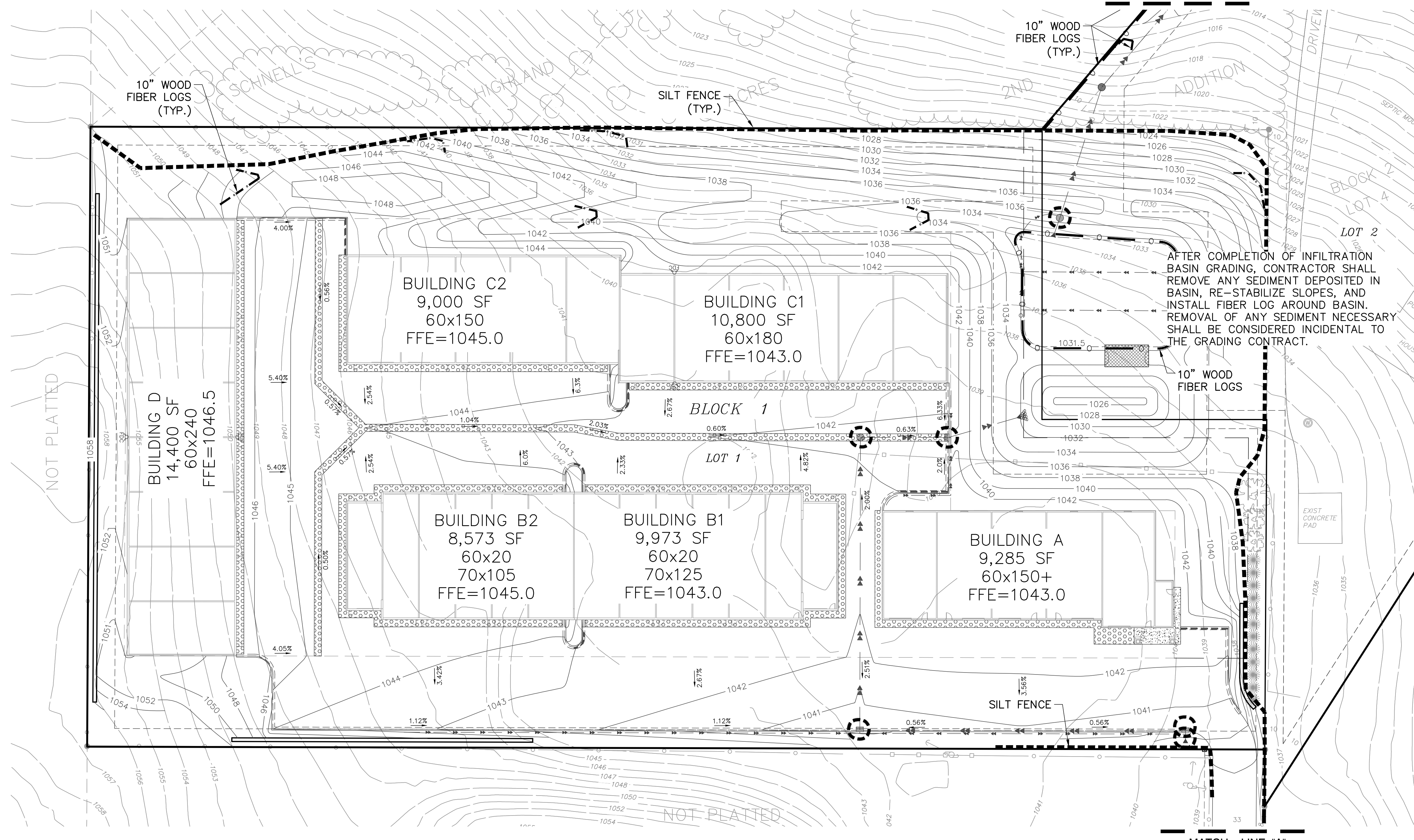
REVISIONS
06/16/21 REVISED BOUNDARY, BASIN, AND STORM SEWER
07/08/21 ADDED DRIVEWAY GRADING LIMITS
09/07/21 CITY COMMENTS

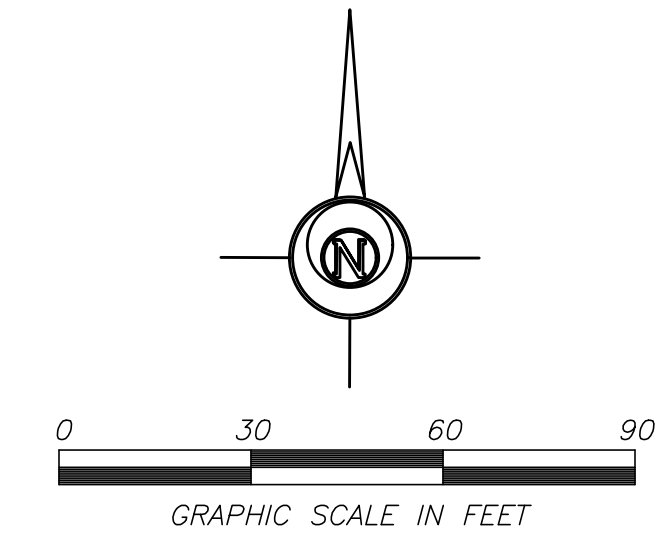
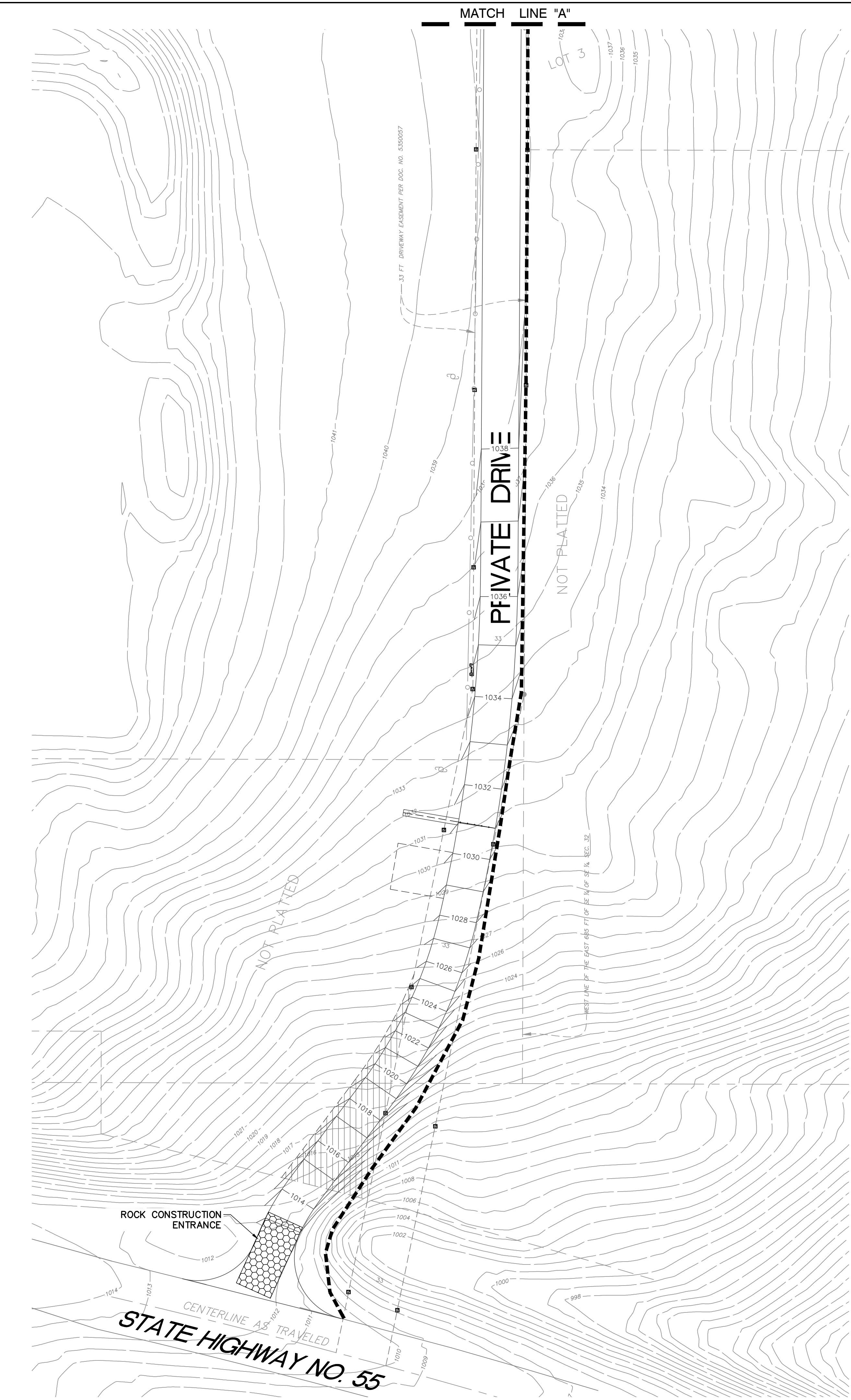
DATE 04/20/21
DRAWN BY SD
DESIGNED BY SD
CHECKED BY SD

FILE NO. 00796

C5.1

SWPPP





LEGEND:

- Existing Contours
- >> Existing Storm Sewer
- Proposed Contours
- Proposed Storm Sewer
- - - Proposed Silt Fence
- Proposed Fiber Logs
- Proposed Storm Sewer Inlet Protection
- 1.5% Flow Direction
- ▨ Proposed Erosion Blanket

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
 ENGINEERING DESIGN & SURVEYING
 6480 WAZYATA BLVD.
 MINNEAPOLIS, MN 55426

DATED: MARCH 11TH, 2021

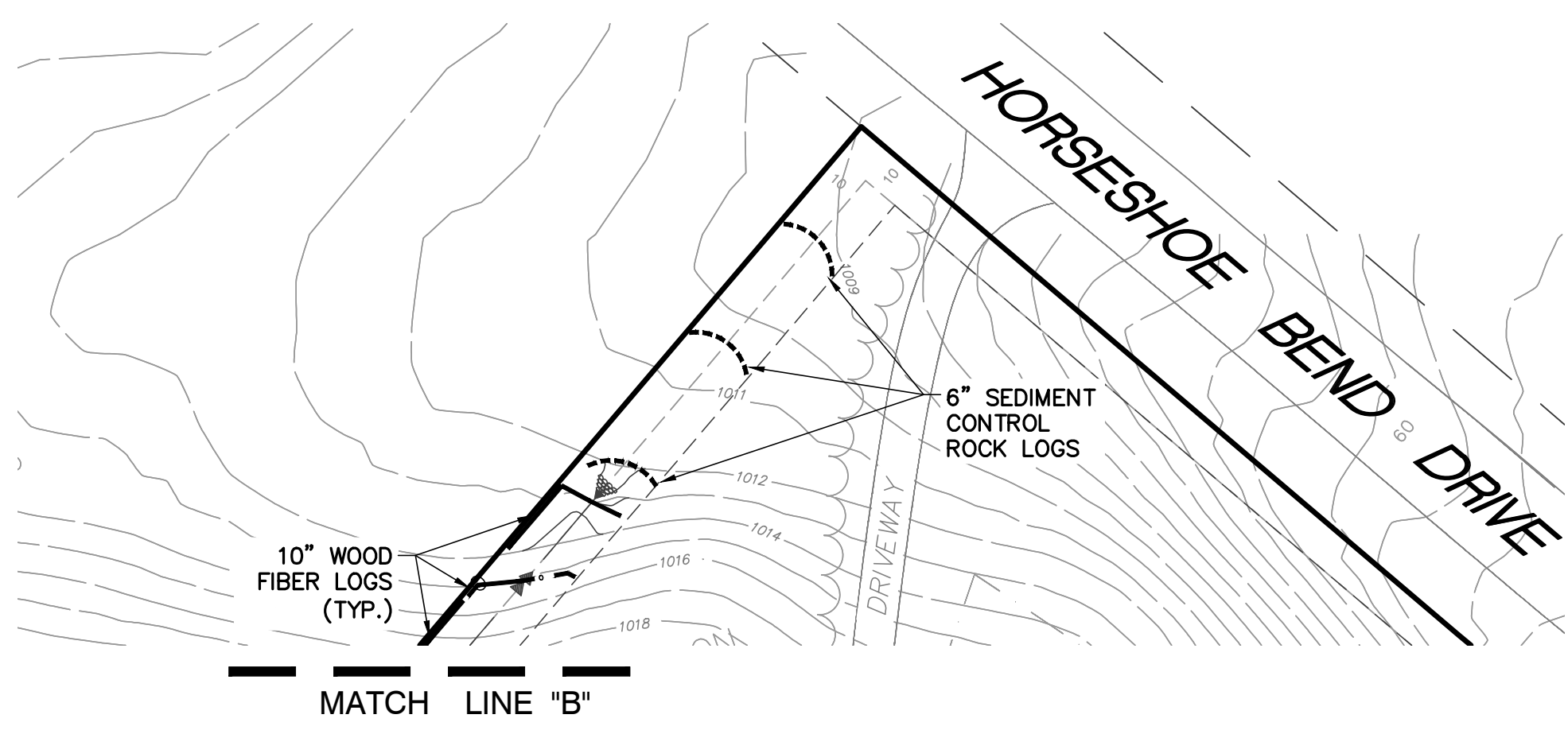
BENCHMARK:
 DISK "UMC"
 ELEV.=1046.20 (NGVD 29) MNDOT

PROJECT LOCATION

SE 1/4 of the SE 1/4
 SECTION 32 TOWNSHIP 119, RANGE 23,
 HENNEPIN COUNTY, MINNESOTA.

EXISTING PROPERTY DESCRIPTION

SEE SURVEY



INDEX OF CIVIL SITE DRAWINGS:

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C5.1-5.2	SWPPP
C6.1-6.2	EXISTING CONDITIONS & REMOVAL PLAN
C7.1-7.2	DETAILS
C8	LANDSCAPE PLAN

CLIENT:

GARAGES TOO, LLC

305 Lakeview Ave.
 Tonka Bay, MN 55331

Craig Scherber
 612-810-8400

**GARAGES TOO CORCORAN
 SITE IMPROVEMENT
 PROJECT**

22400 State Highway No. 55
 Corcoran, Minnesota 55340

SWPPP

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Sart D. Walker

Date: 9/7/21 Reg. No. 24348

PREPARED BY: **CIVIL ENGINEERING
 SITE DESIGN**

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

REVISIONS

06/16/21	REVISED BOUNDARY, BASIN, AND STORM SEWER
07/08/21	ADDED DRIVEWAY GRADING LIMITS
09/07/21	CITY COMMENTS

DATE: 04/20/21

DRAWN BY: SD

DESIGNED BY: SD

CHECKED BY: SD

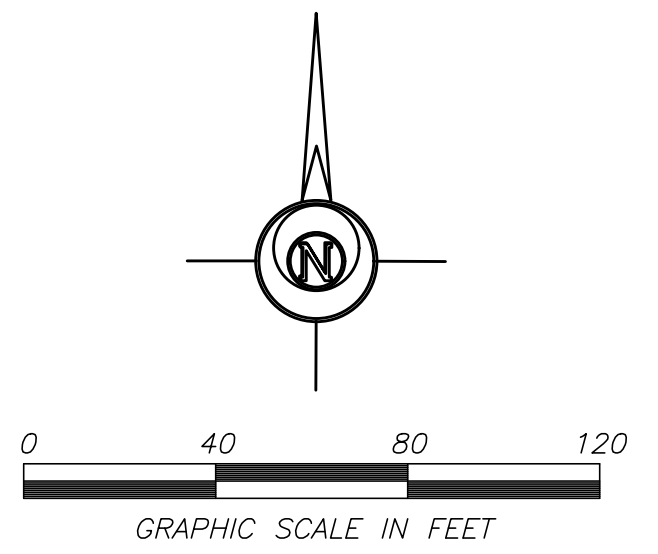
VERTICAL SCALE
 1" inch = _____ feet

HORIZONTAL SCALE
 1" inch = _____ feet
(FULL SIZE SHEET 24" x 36")

FILE NO. 00796

C5.2

SWPPP



SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
 ENGINEERING DESIGN & SURVEYING
 6480 WAYZATA BLVD.
 MINNEAPOLIS, MN 55428
 DATED: MARCH 11TH, 2021
 BENCHMARK:
 DISK "UMC"
 ELEV.=1046.20 (NGVD 29) MNDOT

LEGEND:

- 908 --- Existing Contours
- Existing Sanitary Sewer
- Existing Water Main
- Existing Storm Sewer
- Existing Trees
- Existing Bndy Line
- PROPOSED DEMOLITION & REMOVAL AREA
- PROPOSED TREE REMOVAL AREA

EXISTING PROPERTY DESCRIPTION

SEE SURVEY

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. Pavement shall be saw cut at limits of removal unless noted otherwise. Do not impede existing traffic circulation to adjacent businesses or streets.
6. Sufficient topsoil shall be stockpiled to allow for the replacement of 6" of topsoil in disturbed areas to be re-vegetated.
7. All construction and post-construction parking shall be on-site. At no time shall parking, loading, or unloading be allowed on public streets.
8. Storage of materials or equipment shall not be allowed within public Right-of-Way and shall be maintained on site within project boundaries.

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CLIENT:
GARAGES TOO, LLC
 305 Lakeview Ave.
 Tonka Bay, MN 55331
 Craig Scherber
 612-810-8400

**GARAGES TOO CORCORAN
 SITE IMPROVEMENT
 PROJECT**
 22400 State Highway No. 55
 Corcoran, Minnesota 55940
 EXISTING CONDITION &
 REMOVAL PLAN

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 Date: 9/7/21 Reg. No. 24348
 PREPARED BY: **CIVIL ENGINEERING SITE DESIGN**
 1118 East Broadway St.
 Monticello, Mn 55362
 Phone: 763-314-0929
 www.civiled.com

REVISIONS	VERTICAL SCALE
06/16/21 REVISED BOUNDARY, BASIN, AND STORM SEWER	1 inch = 10 feet
07/08/21 ADDED DRIVEWAY GRADING LIMITS	1 inch = 10 feet
09/07/21 CITY COMMENTS	1 inch = 10 feet

DATE 04/20/21	DRAWN BY SD	DESIGNED BY SD	CHECKED BY SD
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FILE NO. 00796

C6.2
 Existing Conditions &
 Removal Plan

CLIENT:

GARAGES TOO, LLC

305 Lakeview Ave.
Tonka Bay, MN 55331

Craig Scherber
612-810-8400

GARAGES TOO CORCORAN SITE IMPROVEMENT PROJECT

22400 State Highway No. 55
Corcoran, Minnesota 55340

DETAILS

DATE: 9/7/21
PREPARED BY: CIVIL ENGINEERING
SITE DESIGN

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

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DATE: 9/7/21
PREPARED BY: CIVIL ENGINEERING
SITE DESIGN

VERTICAL SCALE
1 inch = _____ feet

HORIZONTAL SCALE
1 inch = _____ feet
(SHEET SIZE: 24 x 36)

REVISIONS
DATE: 04/20/21
DRAWN BY: SD
DESIGNED BY: SD
CHECKED BY: SD

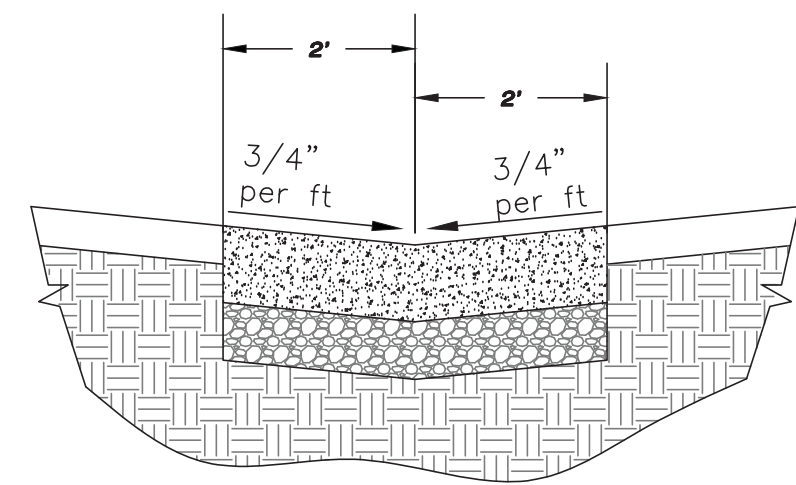
FILE NO. 00796

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- C7.1-7.2 DETAILS
- C8 LANDSCAPE PLAN

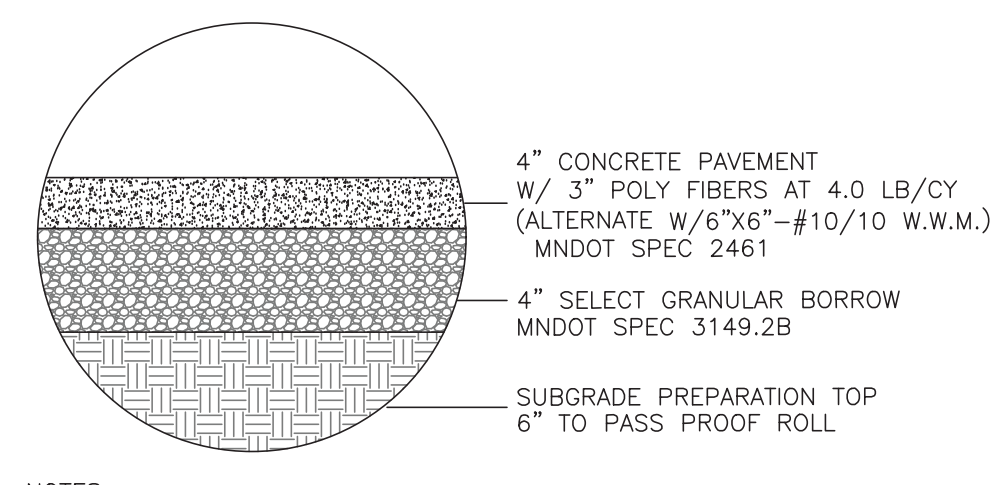
C7.1

Details



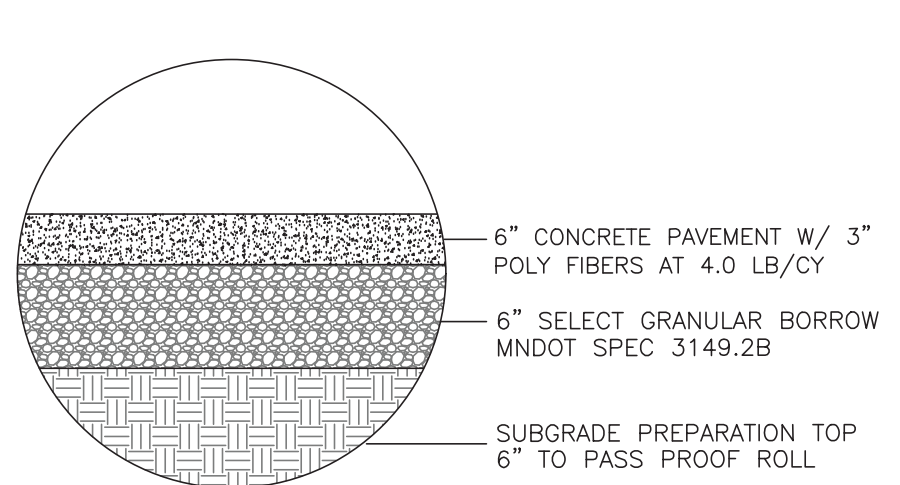
CONCRETE VALLEY GUTTER

WITH HEAVY DUTY CONCRETE PAVEMENT SECTION



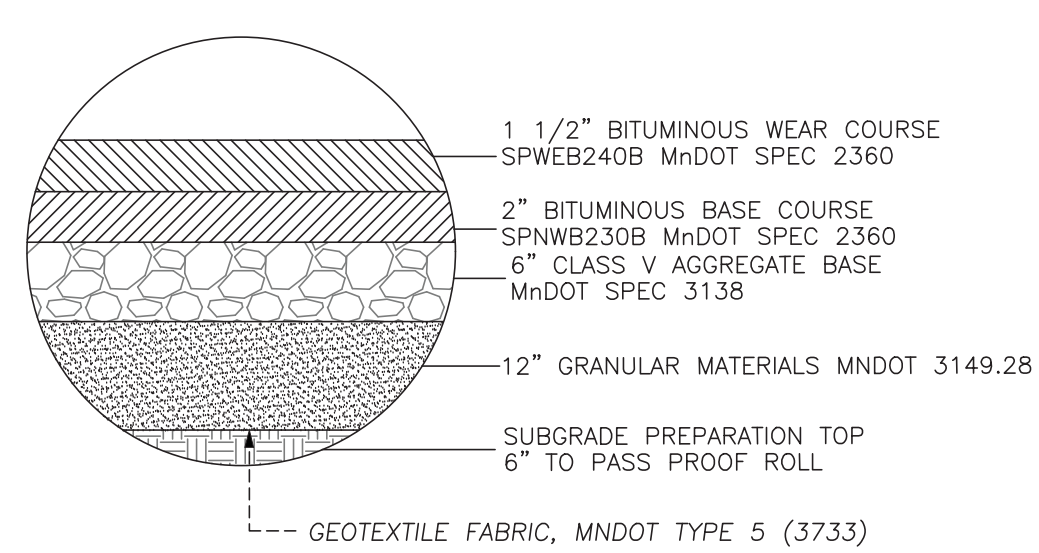
- NOTES:
- CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461 MIX No. 3F32 FOR SLIPFORM PLACEMENT (4,500 PSI) MIX No. 3F52 FOR MANUAL PLACEMENT (4,500 PSI)
 - CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301
 - CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 6'-0" O.C.
 - SOILS SPECIFICATIONS SUPERSEDE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

CONCRETE PAVEMENT - LIGHT DUTY (PRIVATE SIDEWALK)



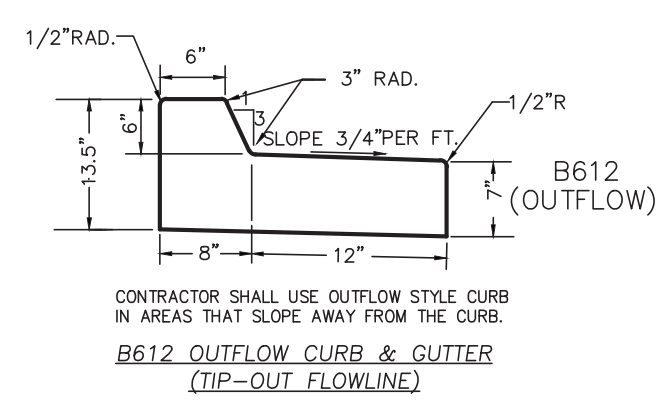
- NOTES:
- CONCRETE MIX SHALL CONFORM TO MNDOT SPEC. 2461 MIX No. 3F32 FOR SLIPFORM PLACEMENT (4,500 PSI) MIX No. 3F52 FOR MANUAL PLACEMENT
 - CONCRETE PLACEMENT SHALL CONFORM TO MNDOT SPEC. 2301
 - CONTRACTOR SHALL SPACE THE CONTRACTION JOINTS AT 12'-0" O.C.
 - SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

CONCRETE PAVEMENT - HEAVY DUTY

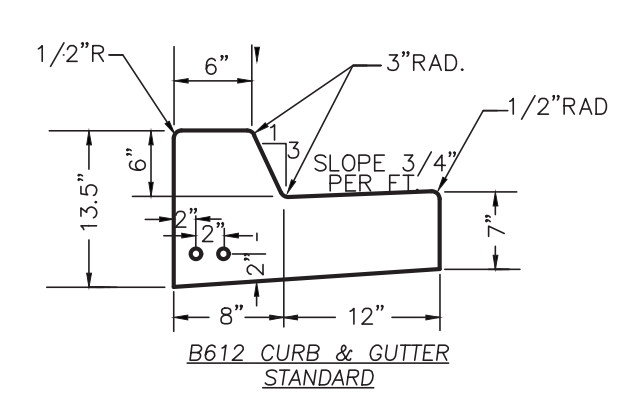


NOTE: SOILS SPECIFICATIONS SUPERSEDE ABOVE LISTED SPECIFICATIONS

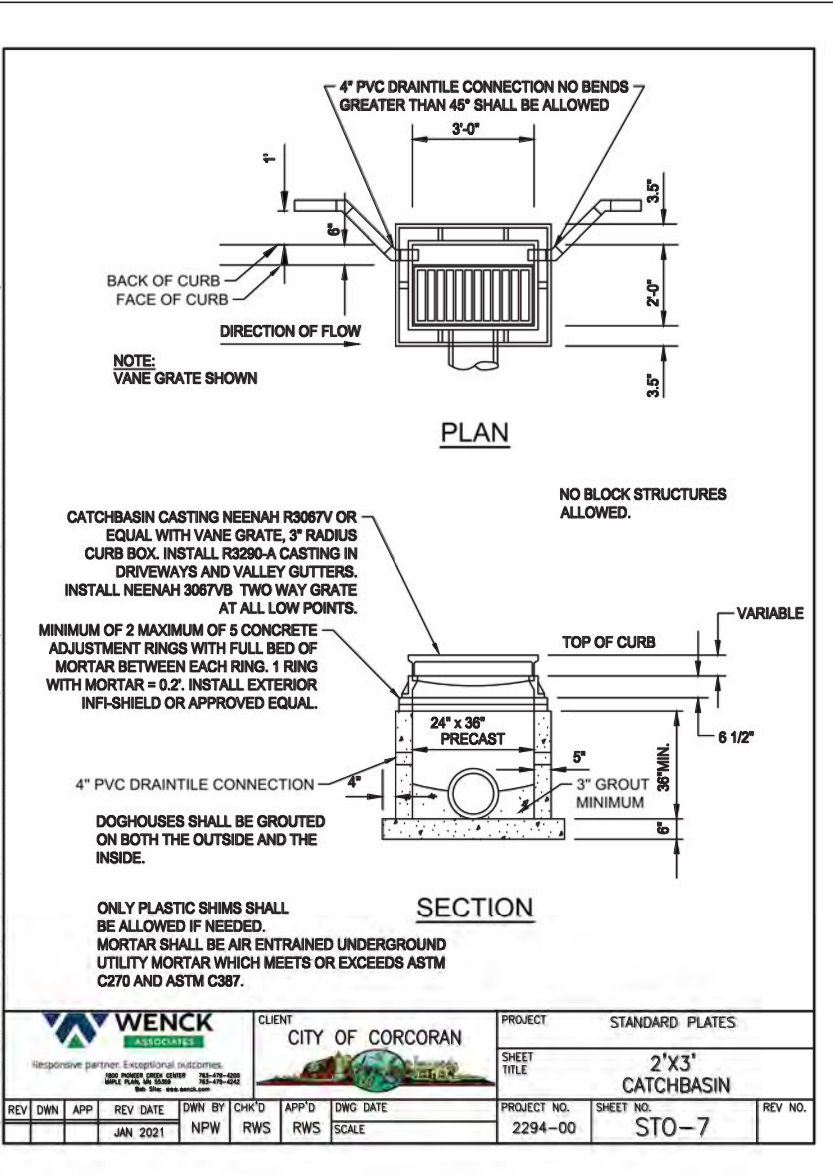
BITUMINOUS PAVEMENT



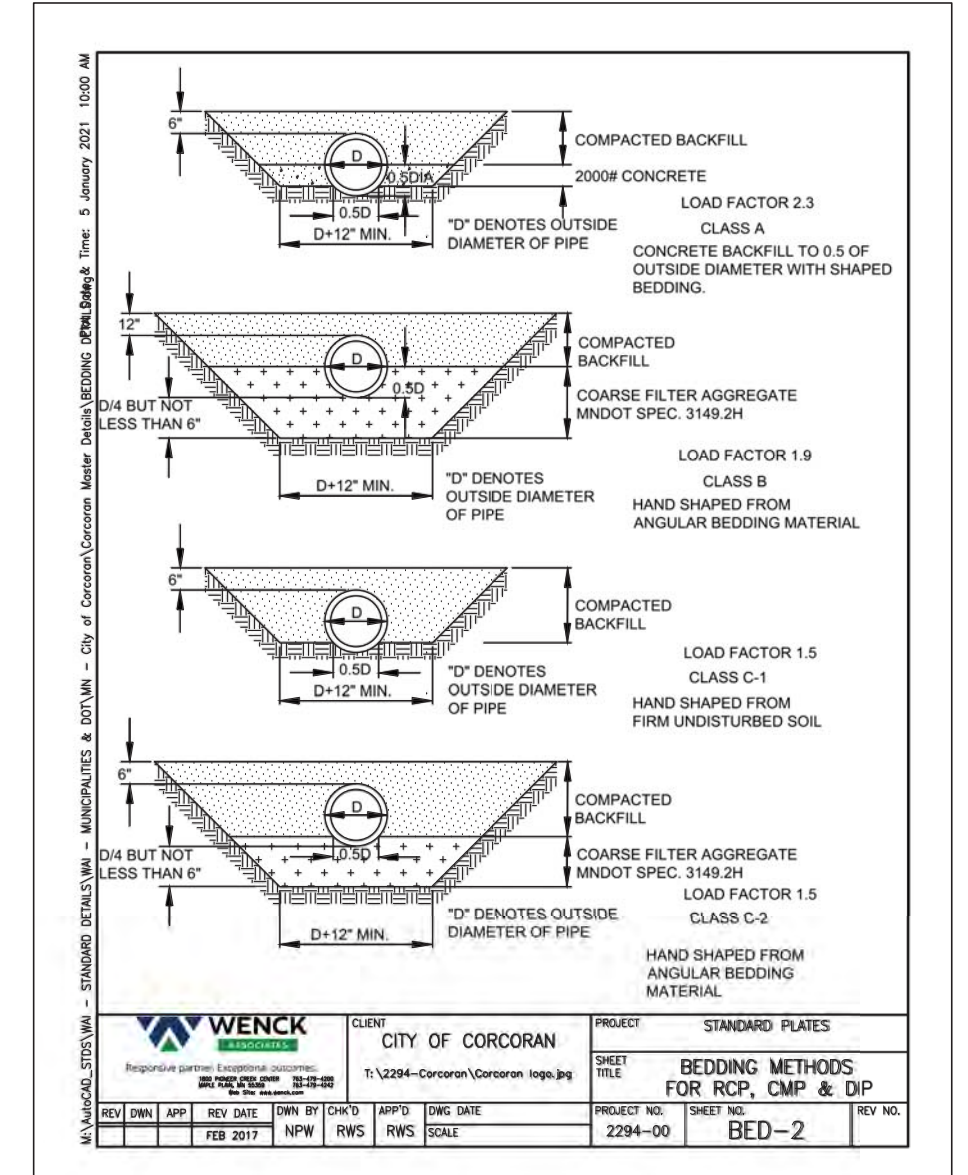
CONTRACTOR SHALL USE OUTFLOW STYLE CURB IN AREAS THAT SLOPE AWAY FROM THE CURB.
B612 OUTFLOW CURB & GUTTER (TIP-OUT FLOWLINE)



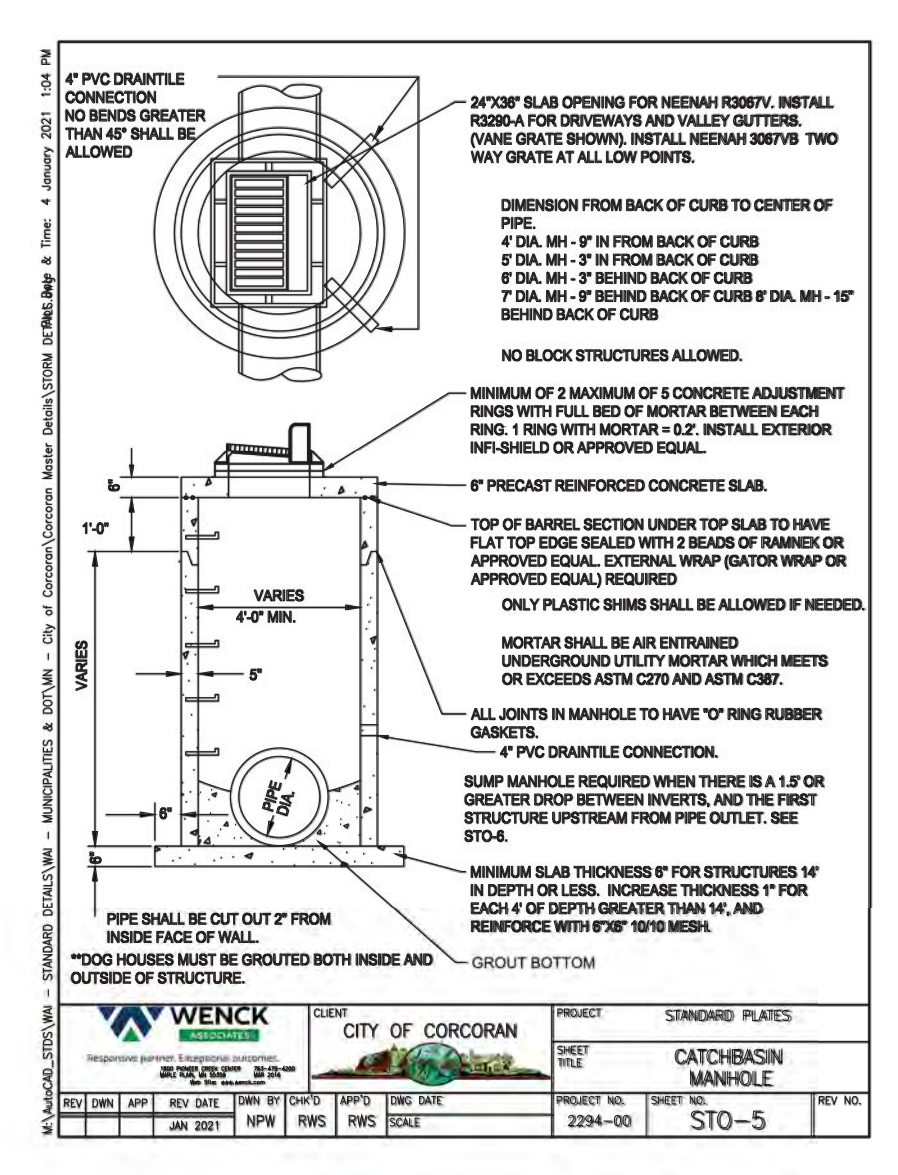
B612 CURB & GUTTER STANDARD



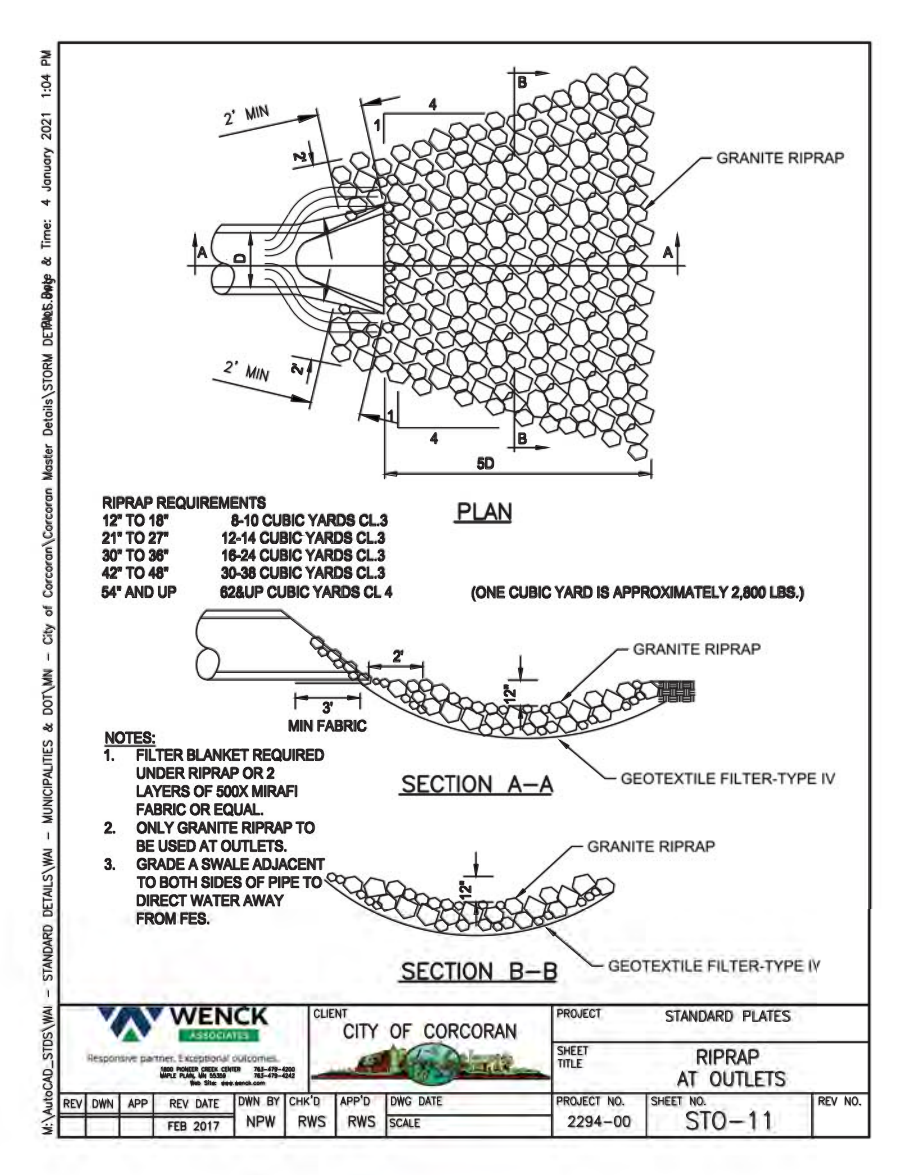
2'X3' CATCHBASIN STO-7



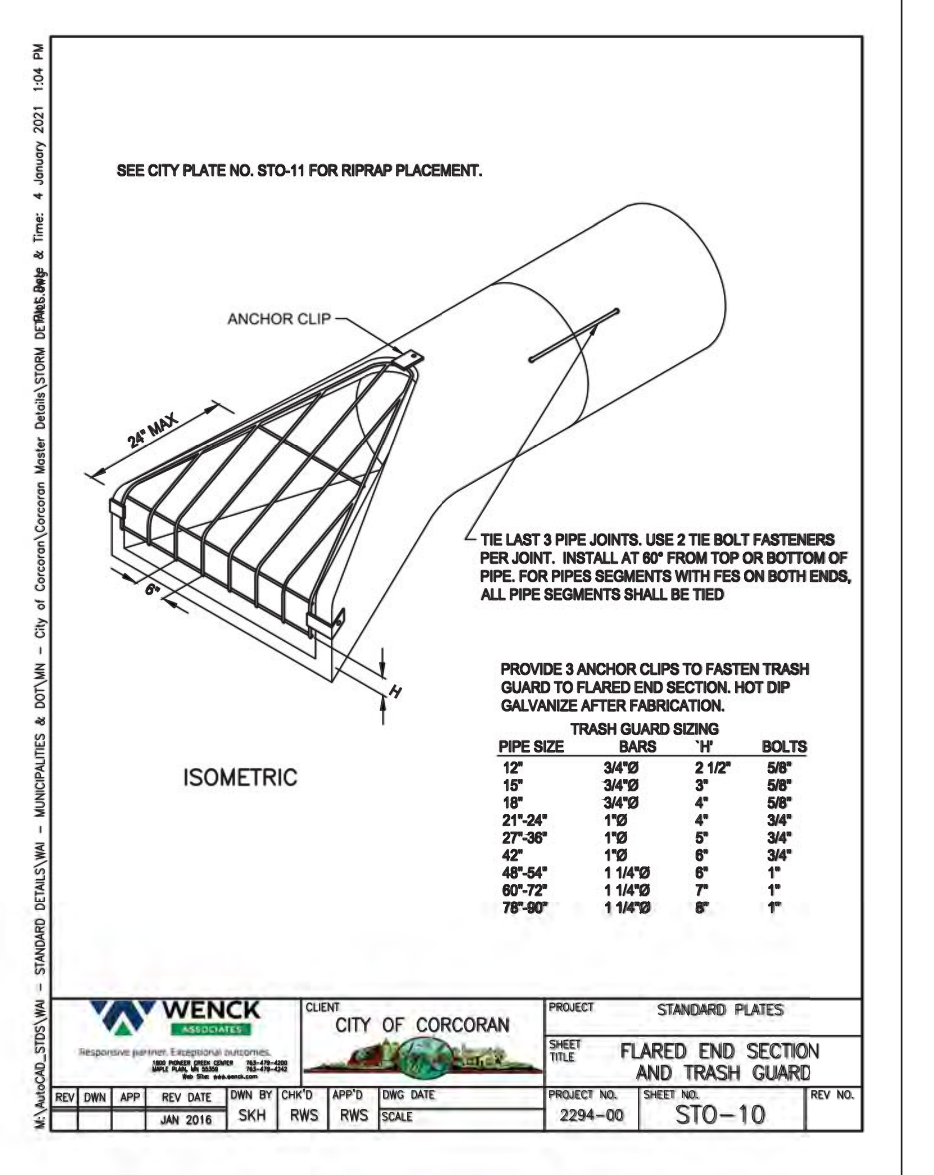
STANDARD PLATES FOR RCP, CMP & DIP BED-2



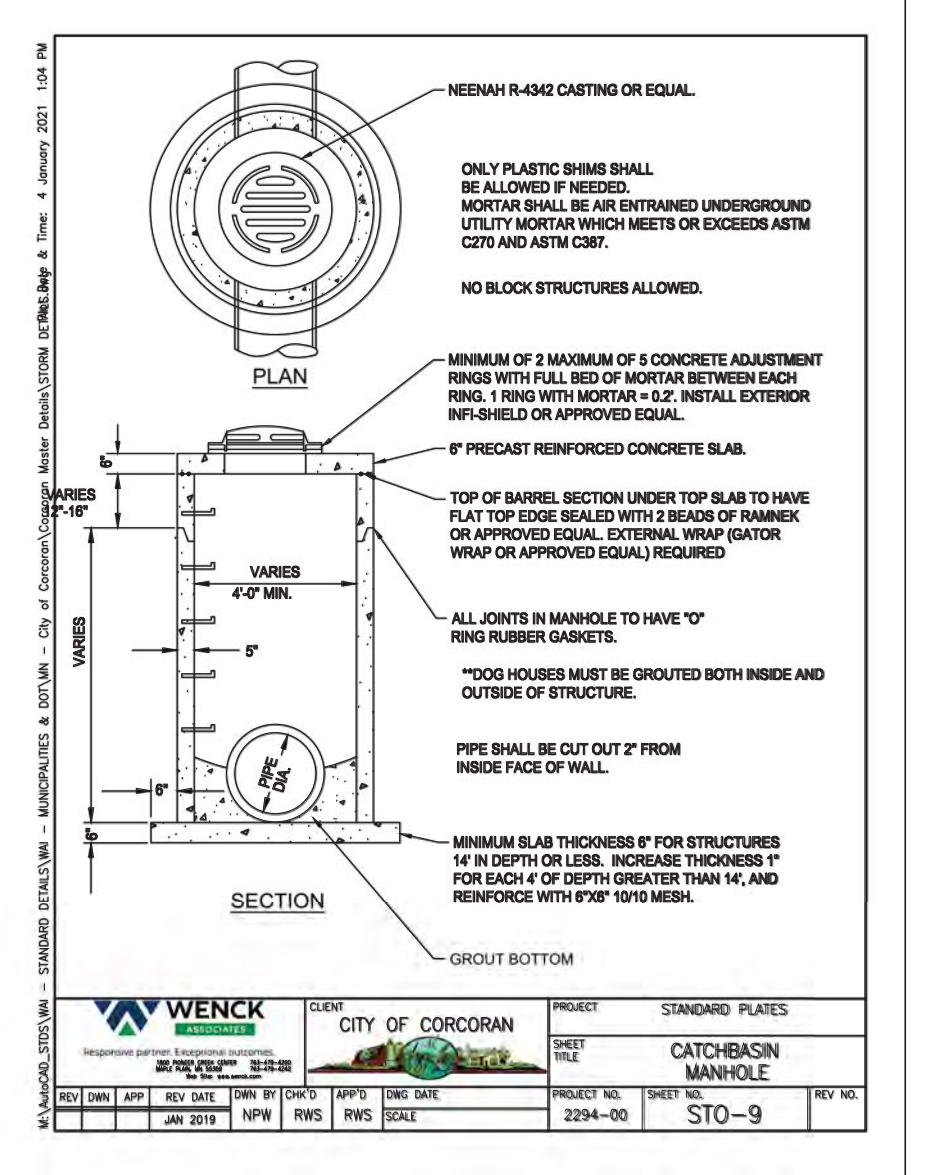
STANDARD PLATES RIPRAP AT OUTLETS STO-5



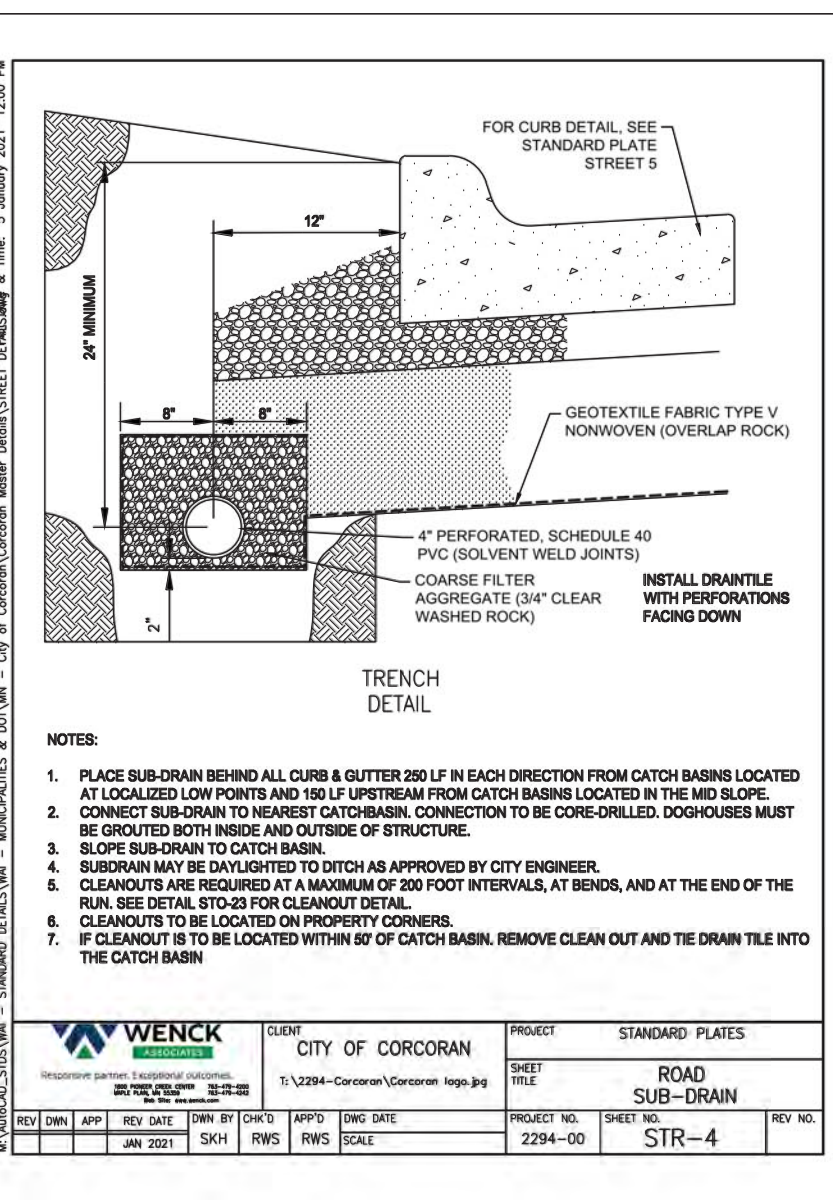
STANDARD PLATES RIPRAP STO-11



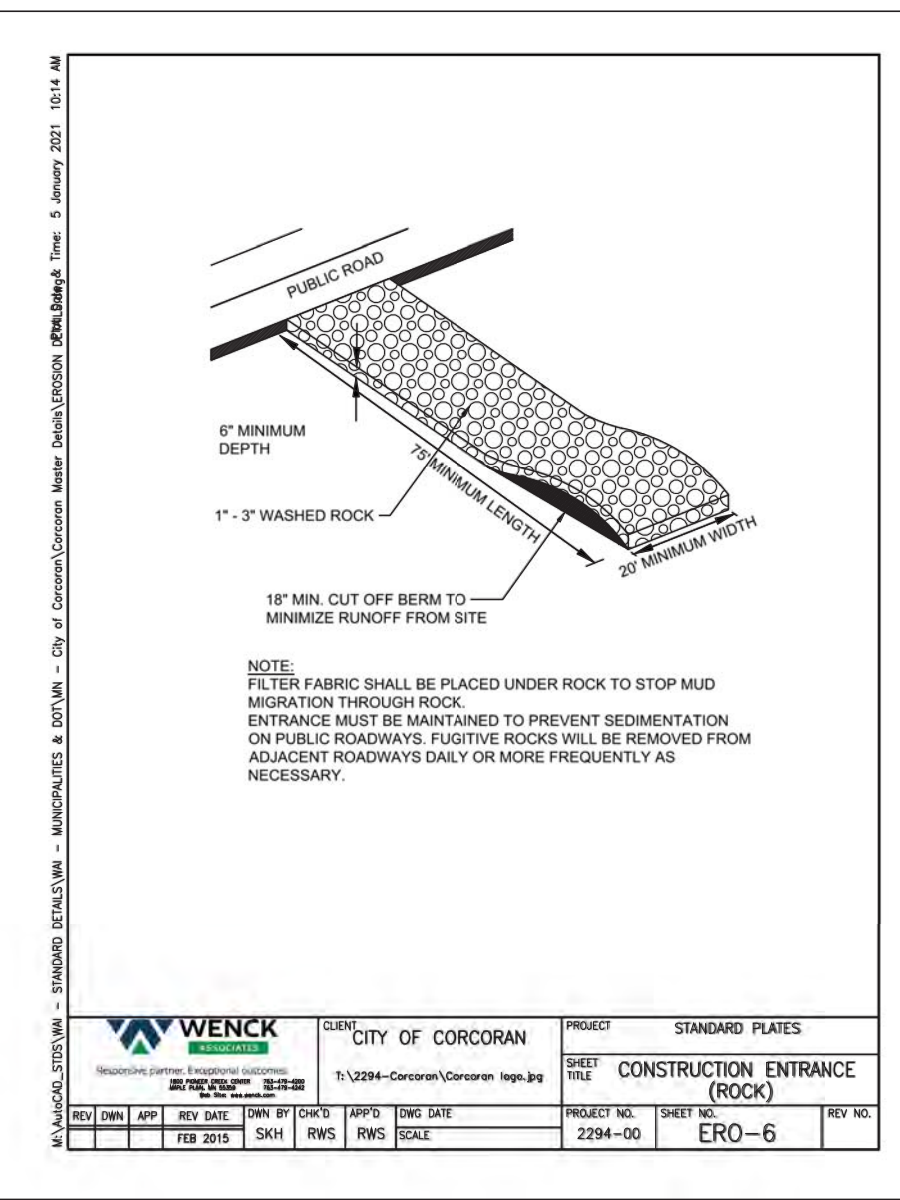
STANDARD PLATES FLARED END SECTION AND TRASH GUARD STO-10



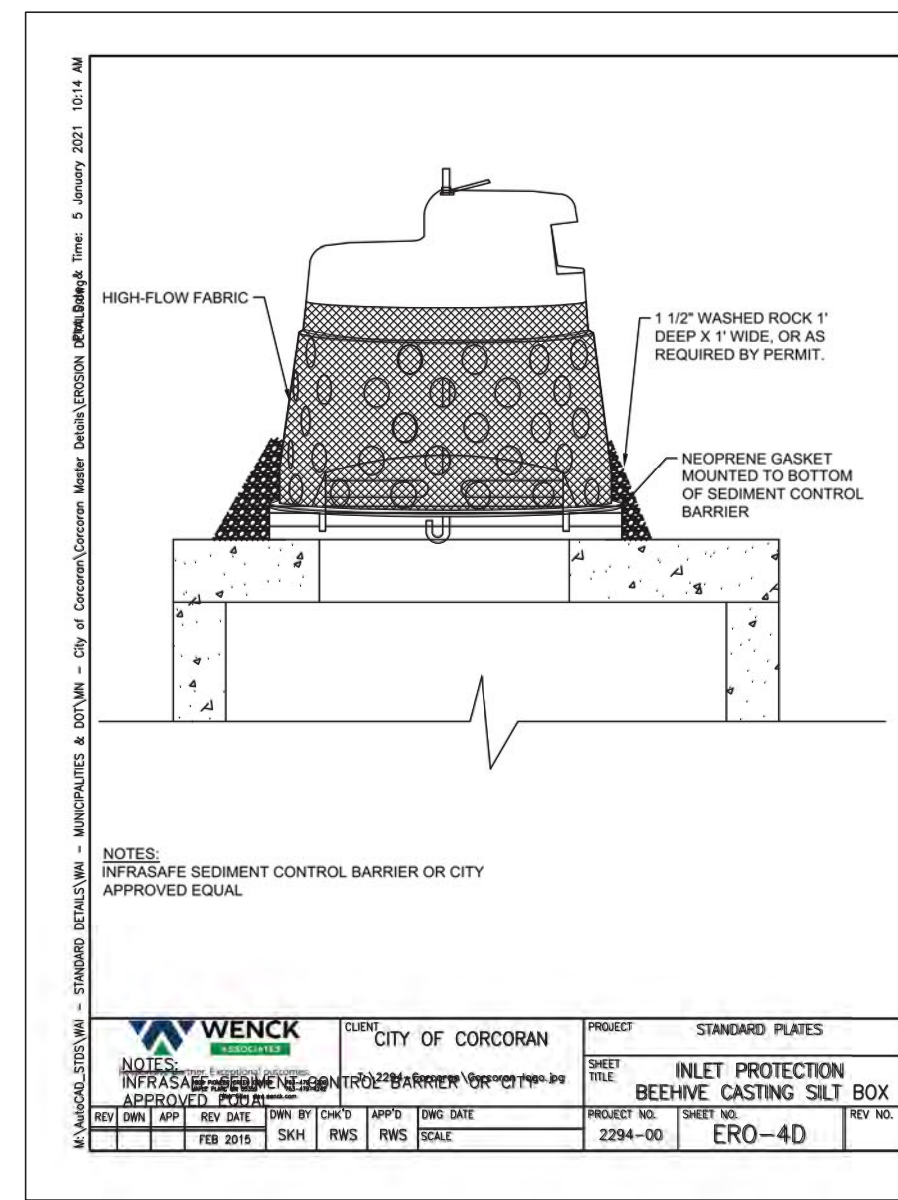
STANDARD PLATES CATCHBASIN MANHOLE STO-9



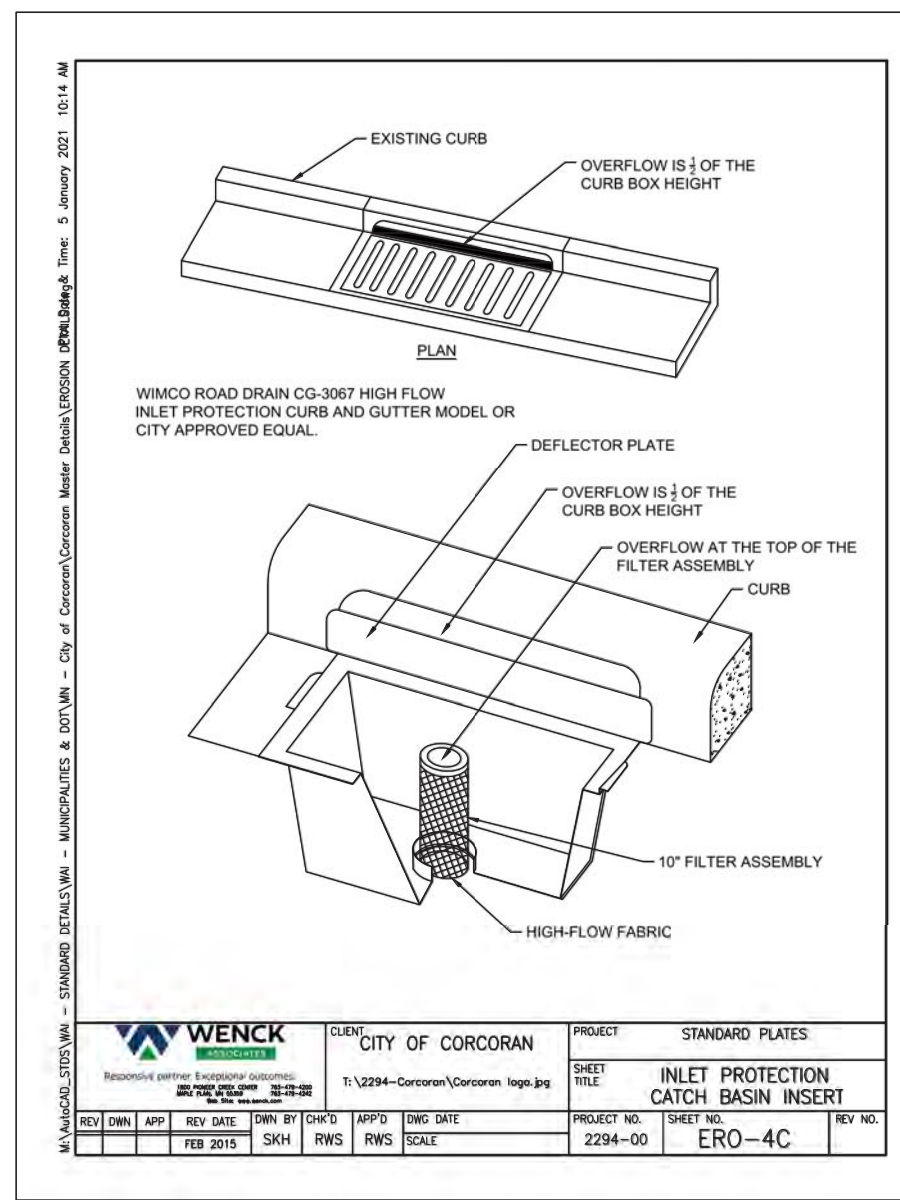
STANDARD PLATES ROAD SUB-DRAIN STR-4



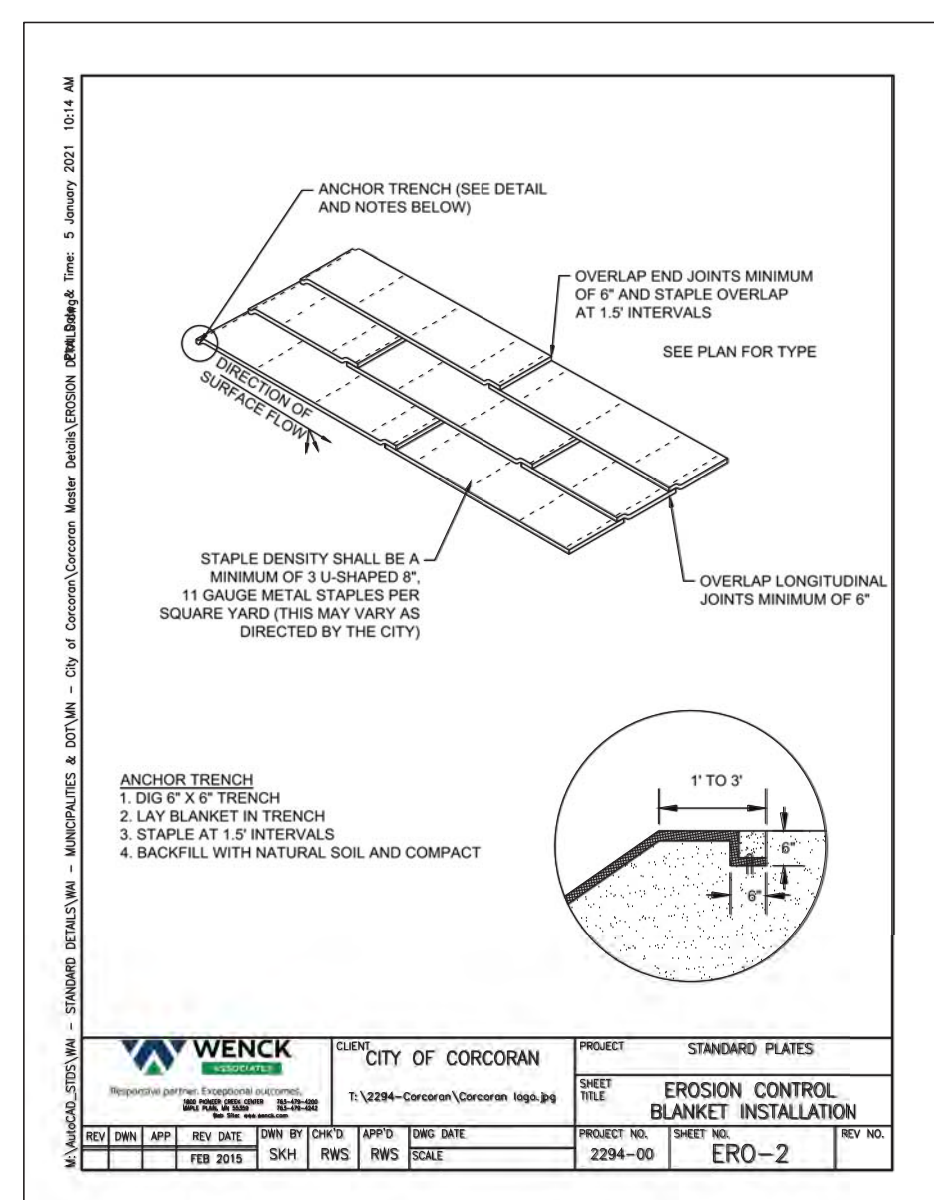
STANDARD PLATES CONSTRUCTION ENTRANCE (ROCK) ERO-6



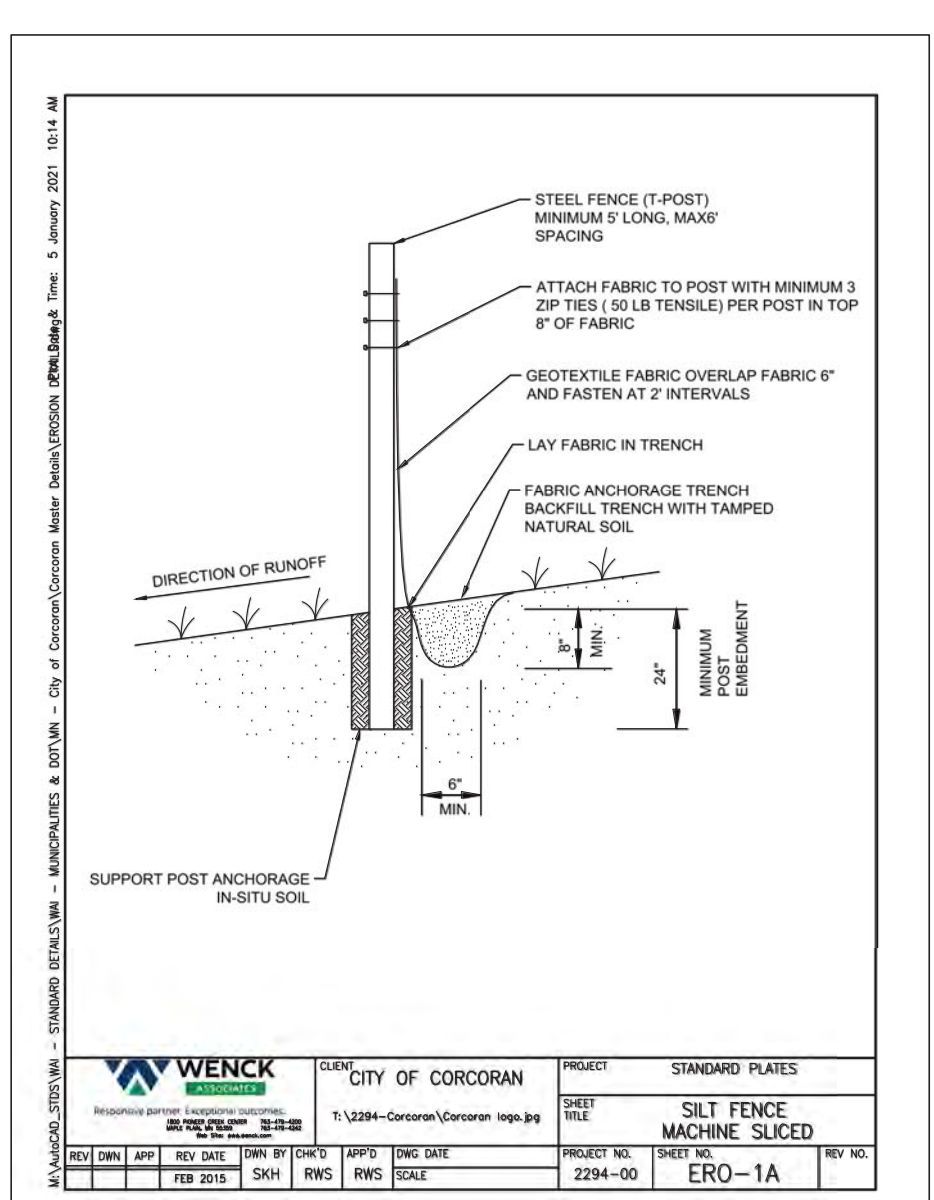
STANDARD PLATES INLET PROTECTION BEEHIVE CASTING SILT BOX ERO-4D



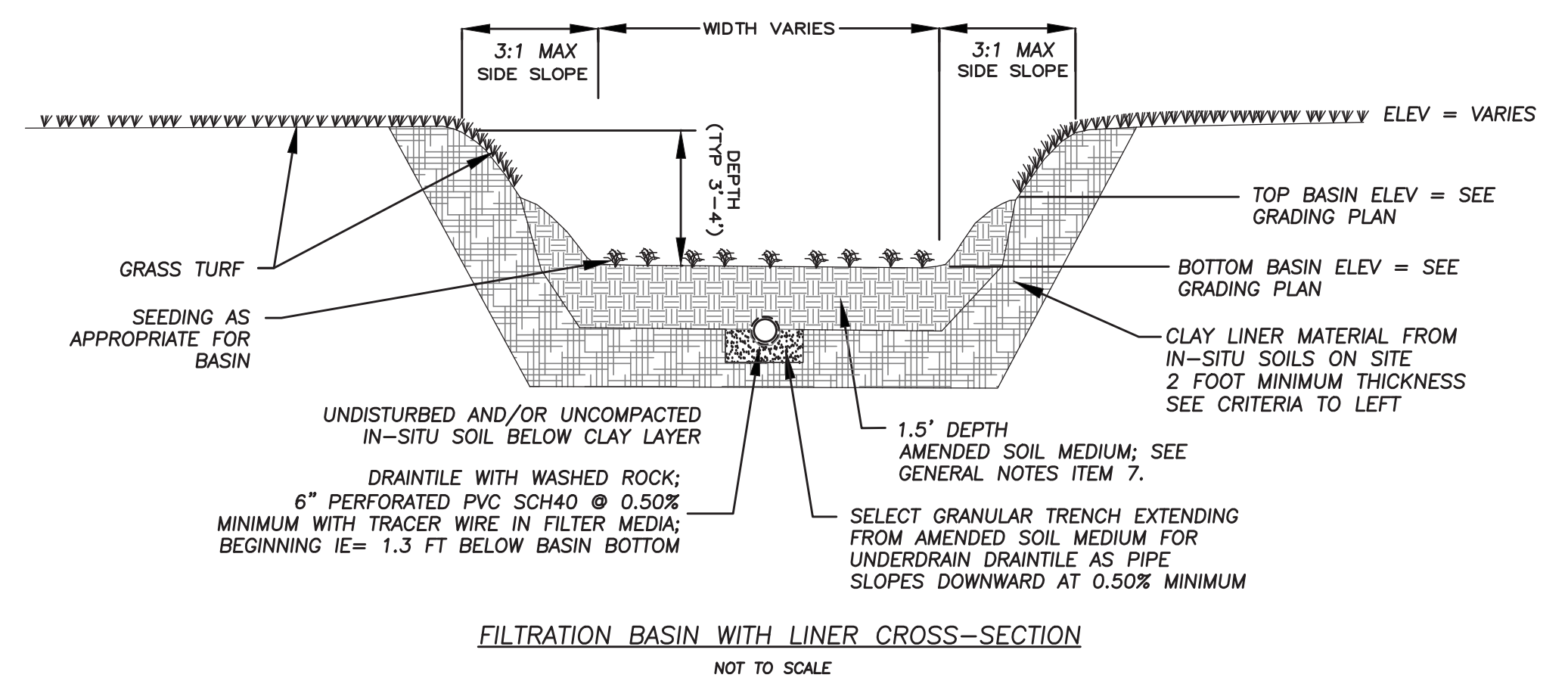
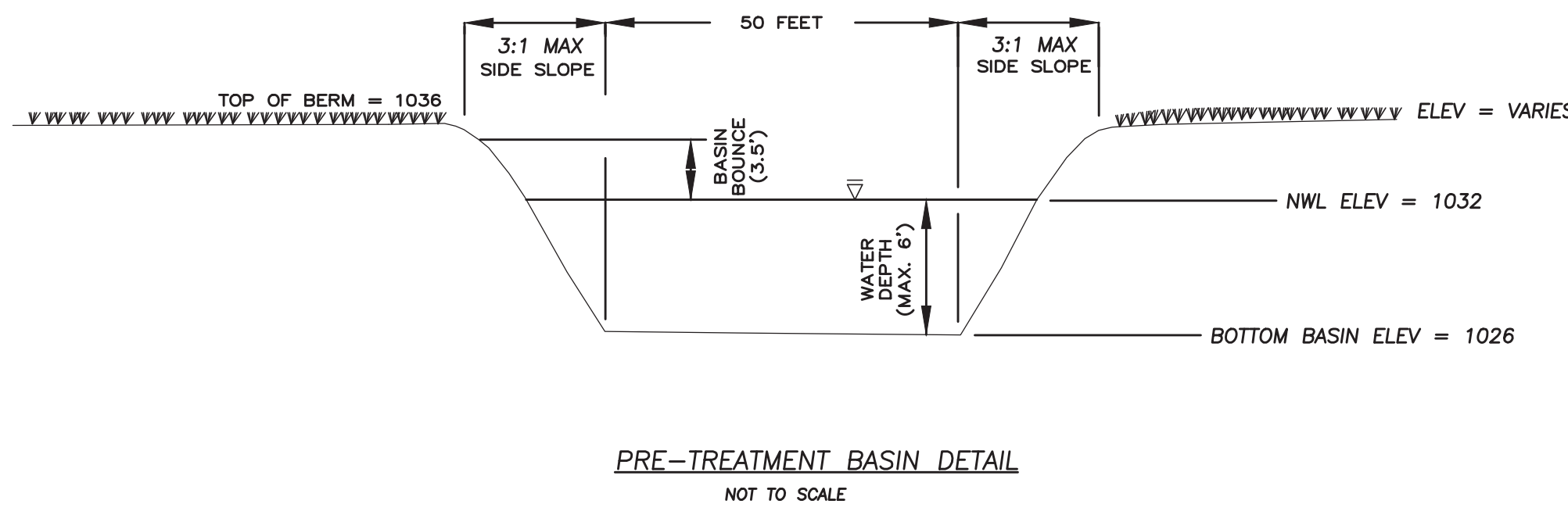
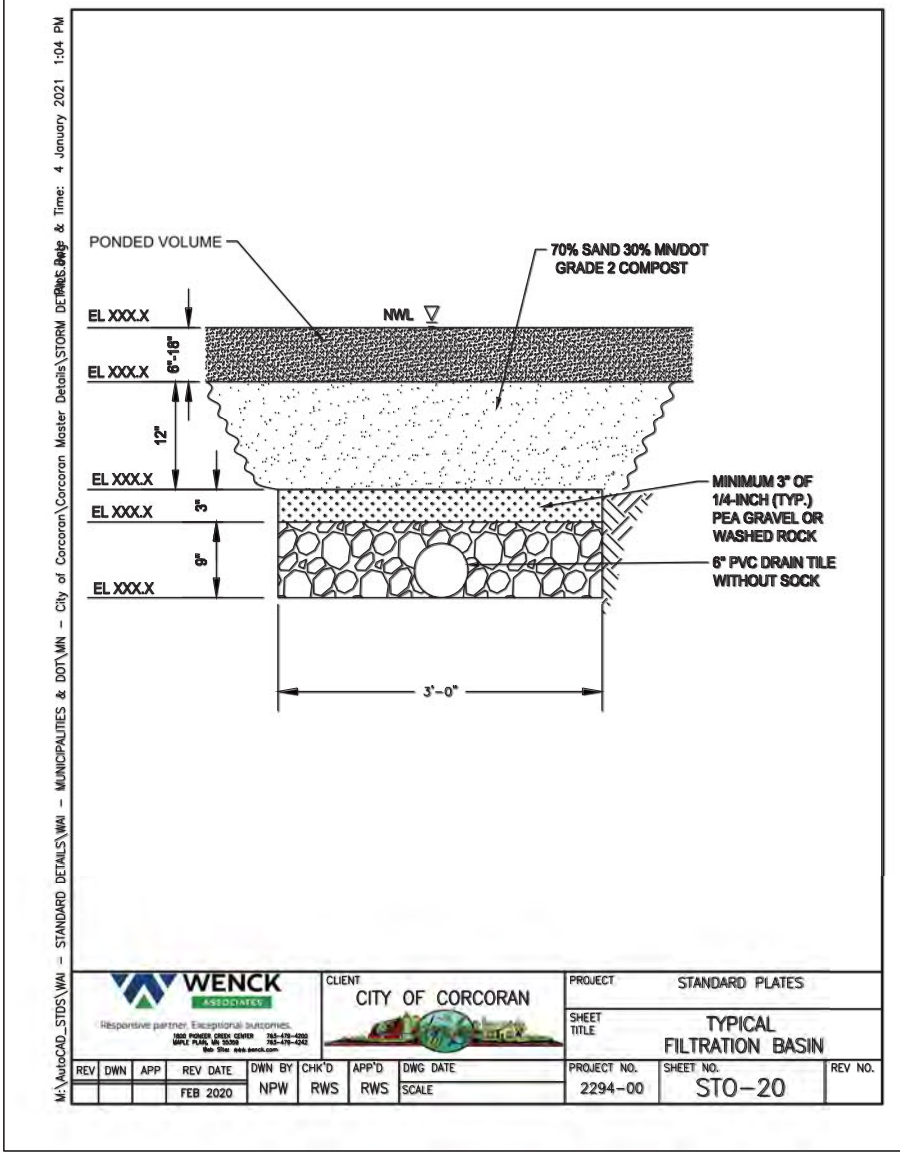
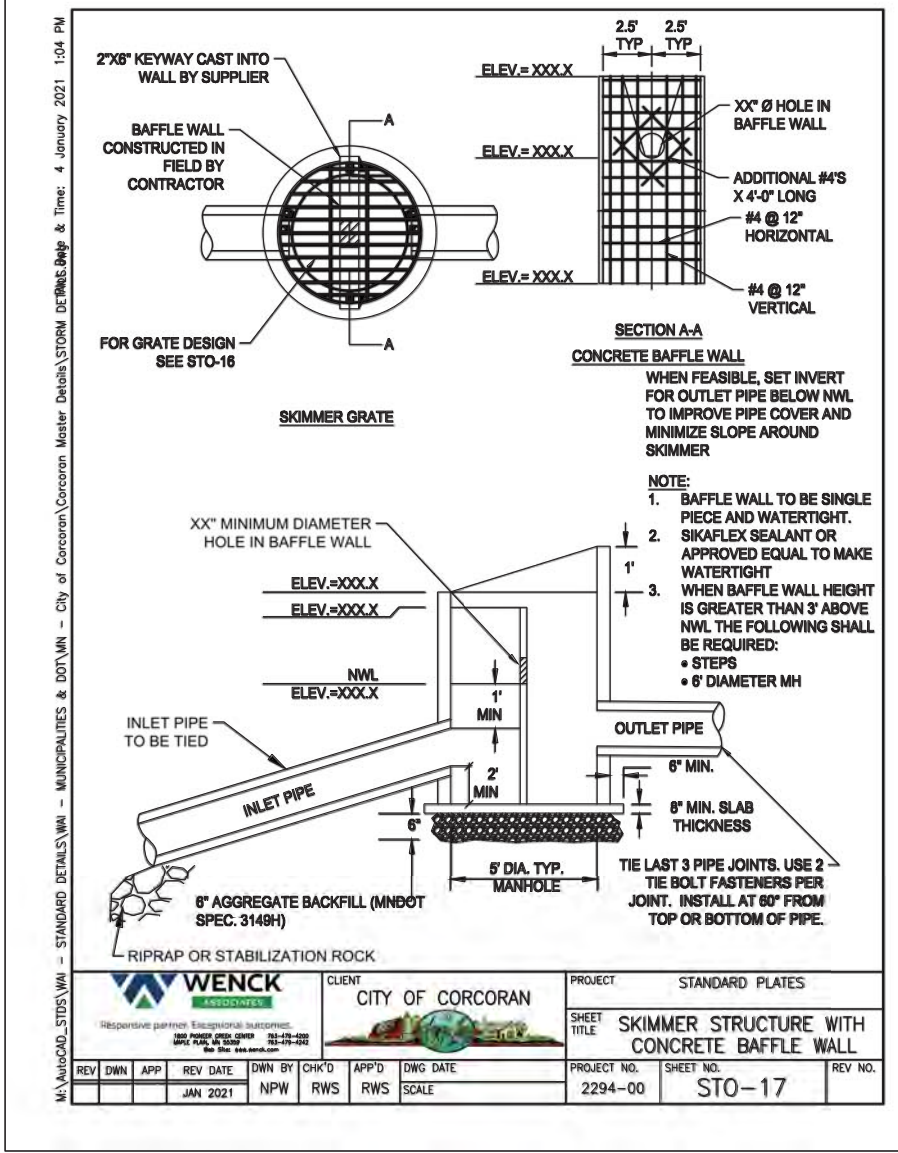
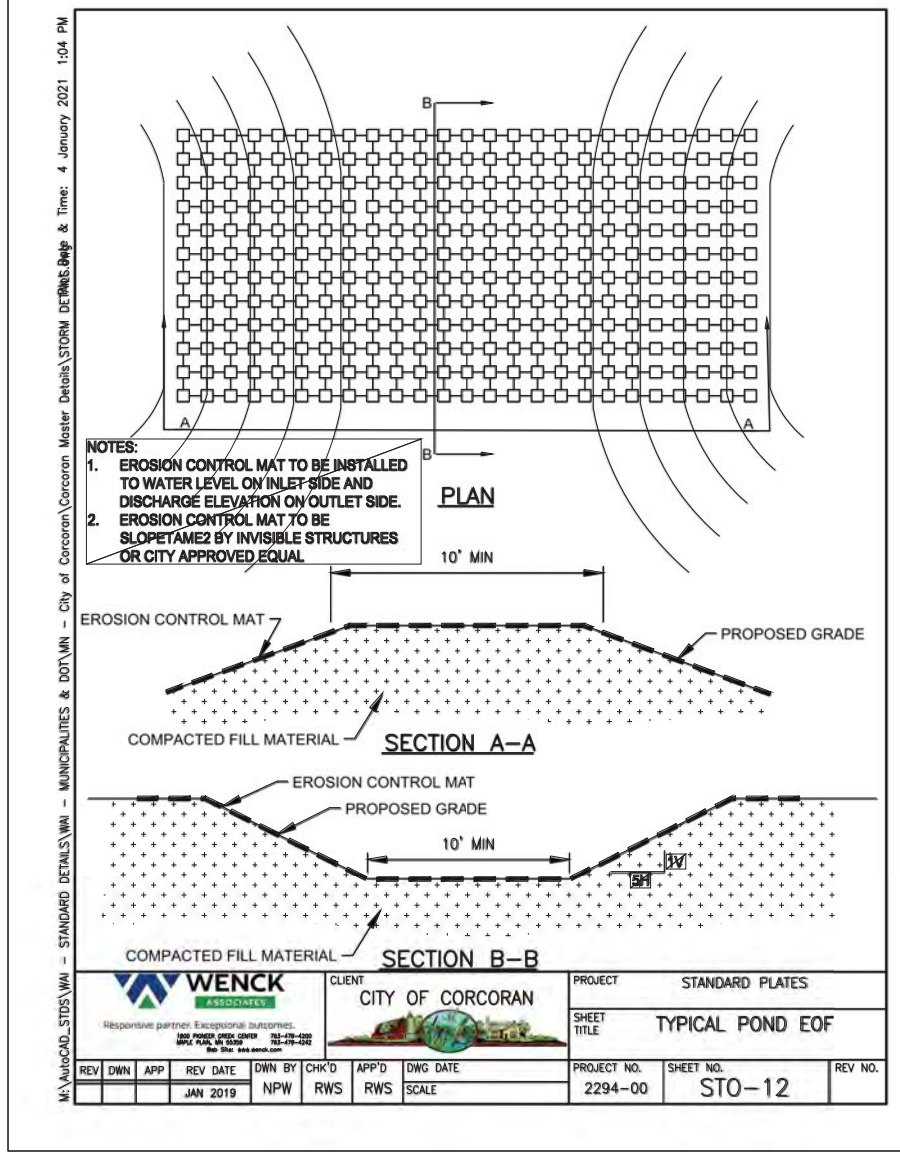
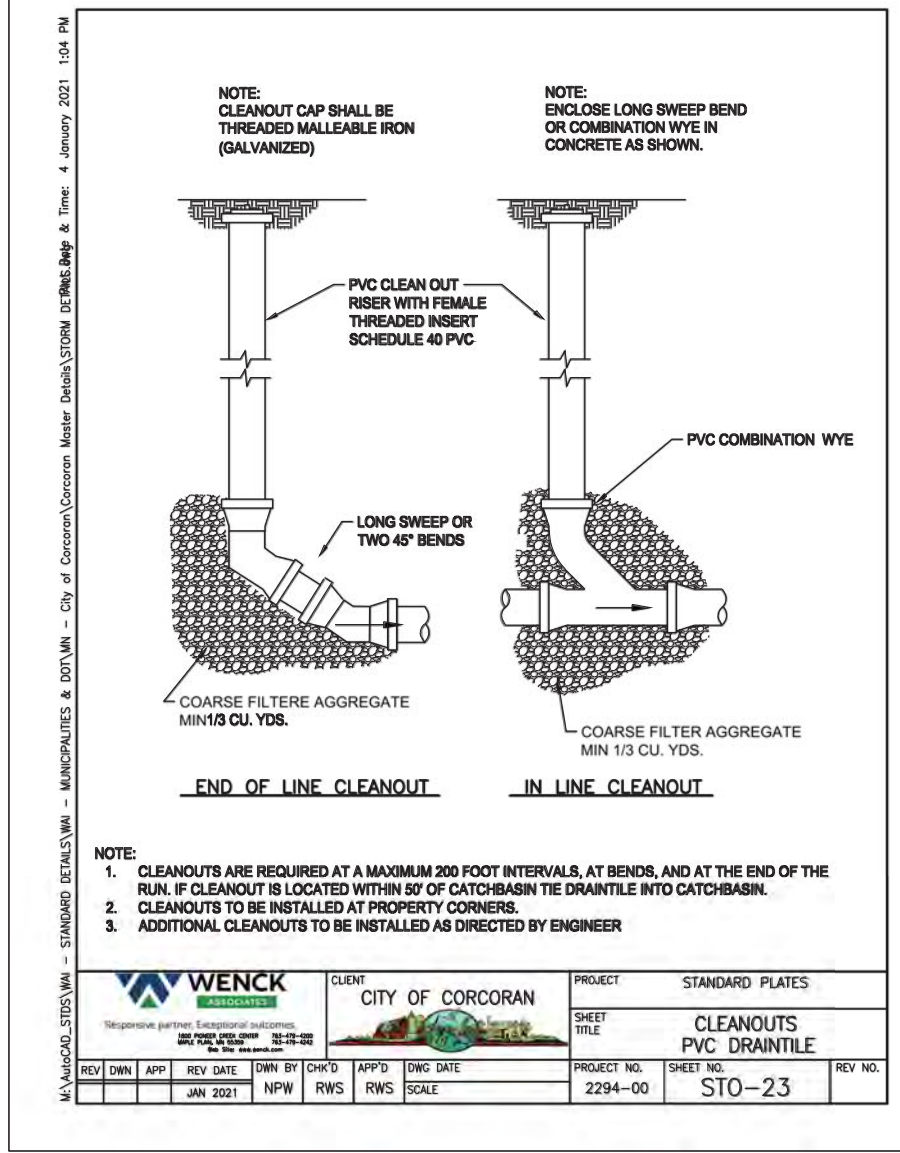
STANDARD PLATES INLET PROTECTION CATCH BASIN INSERT ERO-4C



STANDARD PLATES EROSION CONTROL BLANKET INSTALLATION ERO-2



STANDARD PLATES SILT FENCE MACHINE SLICED ERO-1A

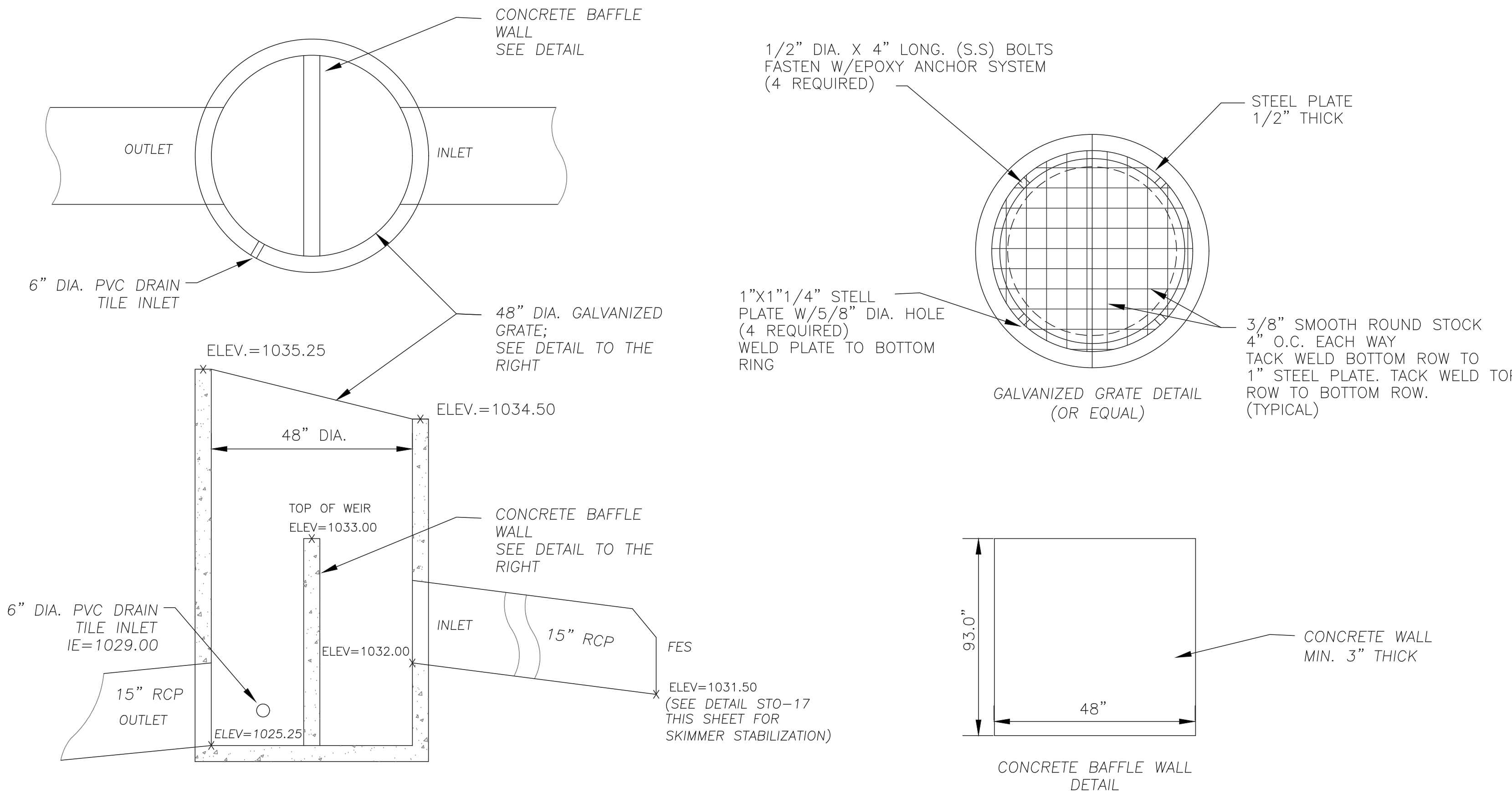


- FILTRATION BASIN GENERAL NOTES:**
- INSTALL ALL TEMPORARY EROSION CONTROL MEASURES (IN ACCORDANCE WITH MnDOT GENERAL CONDITIONS 2573) PRIOR TO THE START OF ANY CONSTRUCTION OPERATION THAT MAY CAUSE ANY SEDIMENTATION OR SILTATION AT THE SITE.
 - INSTALL STORM DRAIN INLET PROTECTION TO PREVENT CLOGGING 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 SEED WITH MNDOT SEED MIX 33-261 OR APPROVED EQUAL. SEEDING SHALL CONFORM TO MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 - BOTTOM OF FILTRATION BASIN TO BE SEED 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.

- CLAY LINER CRITERIA (Per MPCA Guidelines)**
- 50 PERCENT FINES (200 SIEVE) OR MORE
 - AN IN-PLACE HYDRAULIC CONDUCTIVITY OF 1X10 CENTIMETERS PER SECOND (CM/S) OR LESS
 - AVERAGE LIQUID LIMIT OF 25 OR GREATER, WITH NO VALUE LESS THAN 20
 - AVERAGE PI OF 12 OR MORE, WITH NO VALUES LESS THAN 10
 - CLAY INSTALLED WET OF OPTIMUM IF USING PROCTOR, AND 2 PERCENT WET OF OPTIMUM IF USING MODIFIED PROCTOR
 - CLAY COMPACTION AND DOCUMENTATION AS SPECIFIED IN NRCS WISCONSIN CONSTRUCTION SPECIFICATION 300, CLAY LINERS
 - MINIMUM THICKNESS OF TWO FEET

INDEX OF CIVIL SITE DRAWINGS:

C0	PROJECT LOCATION PLAN
C1	SITE PLAN & PRELIMINARY PLAT
C2	GRADING AND DRAINAGE PLAN
C3	STORM SEWER PLAN
C4	PRIVATE DRIVE
C5.1-5.2	SWPPP
C6.1-6.2	EXISTING CONDITIONS & REMOVAL PLAN
C7.1-7.2	DETAILS
C8	LANDSCAPE PLAN



POND OUTLET CONTROL STRUCTURE OCS-1
 NOT TO SCALE

CLIENT:
GARAGES TOO, LLC
 305 Lakeview Ave.
 Tonka Bay, MN 55331
 Craig Scherber
 612-810-8400

GARAGES TOO CORCORAN SITE IMPROVEMENT PROJECT
DETAILS

22400 State Highway No. 55
 Corcoran, Minnesota 55340

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: 9/7/21 Reg. No. 24348
 PREPARED BY: CIVIL ENGINEERING SITE DESIGN
 1118 East Broadway St.
 Monticello, MN 55362
 Phone: 763-314-0929
 www.civildesign.com

REVISIONS

DATE	REVISED BOUNDARY, BASIN, AND STORM SEWER
06/16/21	REVISED BOUNDARY, BASIN, AND STORM SEWER
07/08/21	ADDED DRIVEWAY GRADING LIMITS
09/07/21	CITY COMMENTS

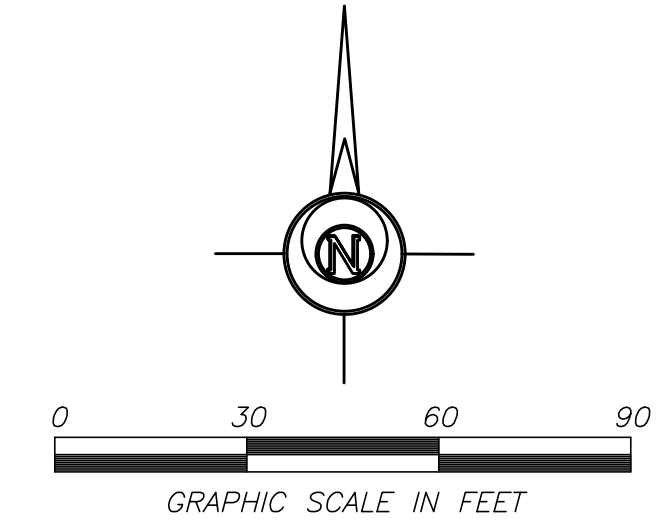
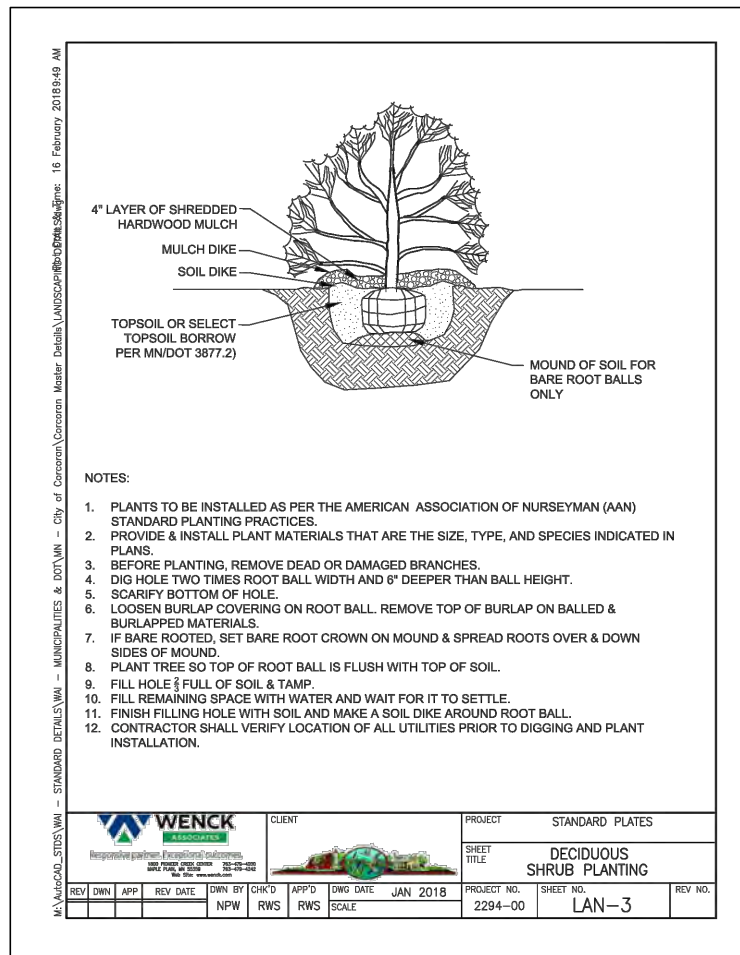
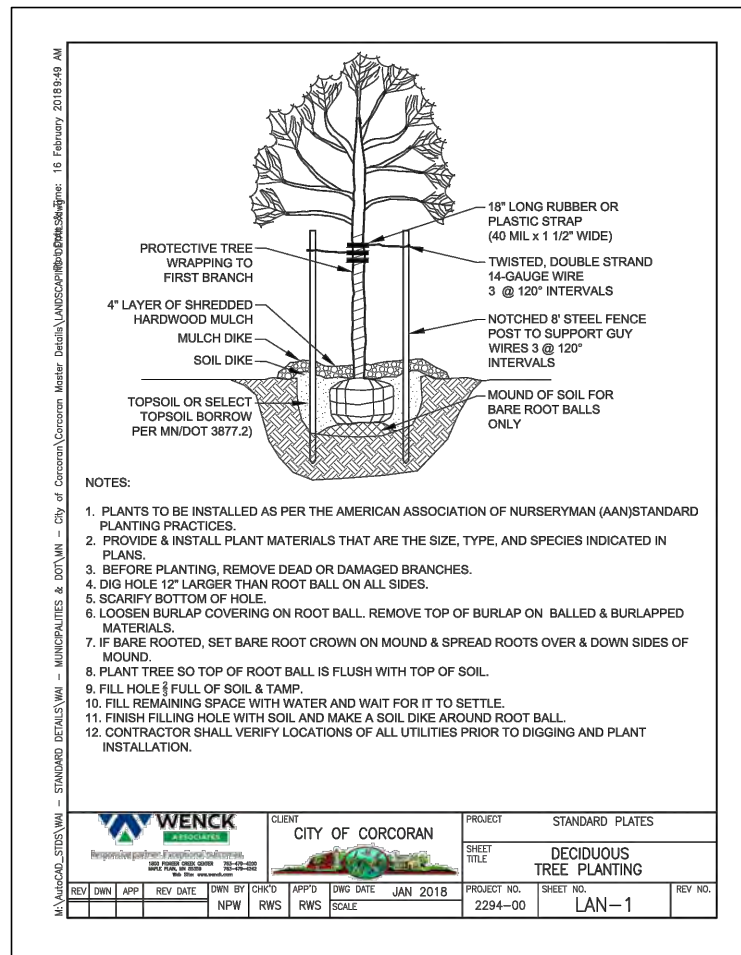
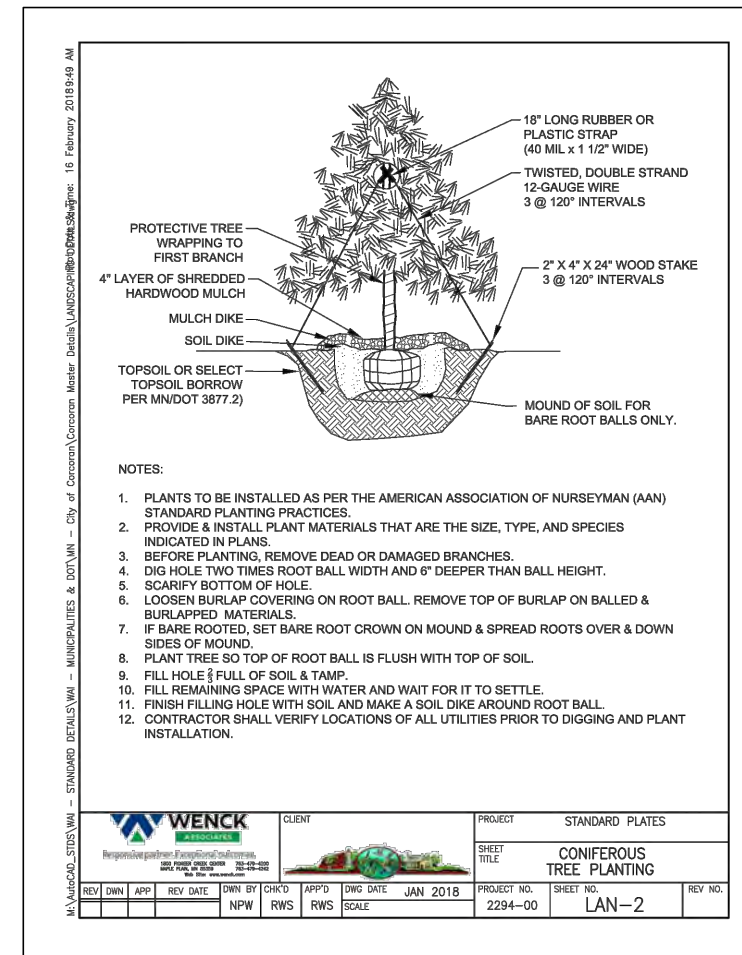
VERTICAL SCALE
 1" = 10' feet

HORIZONTAL SCALE
 1" = 40' feet (TILE SIZE SHEET 8.5 X 11)

DATE	04/20/21
DRAWN BY	SD
DESIGNED BY	SD
CHECKED BY	SD

FILE NO. 00796

C7.2
 Details



CLIENT:
GARAGES TOO, LLC
305 Lakeview Ave.
Tonka Bay, MN 55331
Craig Scherber
612-810-8400

GARAGES TOO CORCORAN SITE IMPROVEMENT PROJECT
22400 State Highway No. 55
Corcoran, Minnesota 55940
LANDSCAPE PLAN

REQUIRED PLANT MATERIALS

TREES:
GREATER QUANTITY; 1 TREE PER 50 LF OF SITE PERIMETER OR 1 TREE PER 1,000 SF OF BUILDING.
PERIMETER: 1,972 LF x 1/50 = 39 TREES
BUILDING: 62,031 SF x 1/1,000 = 62 TREES (GREATER QUANTITY)

SHRUBS:
GREATER QUANTITY; 1 SHRUB PER 30 LF OF SITE PERIMETER OR 1 SHRUB PER 300 SF OF BUILDING.
PERIMETER: 1,972 LF x 1/30 = 66 SHRUBS
BUILDING: 62,031 SF x 1/300 = 207 SHRUBS (GREATER QUANTITY)

PROVIDED PLANT MATERIALS

62 OVERSTORY TREES
207 SHRUBS

TREE LIST: TOTAL SITE

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE/ROOT
20*	RP	Pinus resinosa	Red Pine	6" B&B
20*	SP	Pinus sylvestris	Scotch Pine	6" B&B
5	RB	Betula nigra	River Birch	2-1/2" B&B
11	CH	Celtis occidentalis	Common Hackberry	2-1/2" B&B
6	SL	Gleditsia triacanthos inermis 'Skyline'	Skyline Honeylocust	2-1/2" B&B
62	TOTAL			

* Trees to be planted on abutting properties on north boundary.

SHRUB LIST: TOTAL SITE

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE/ROOT
164	FF	Forsythia 'Fiesta'	Fiesta Forsythia	3 Gal. Pot
43	SGJ	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 Gal. Pot
207	TOTAL			

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 burial 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 cities, application methods, soil preparations, fertilization, and cover crop or erosion cover methods.

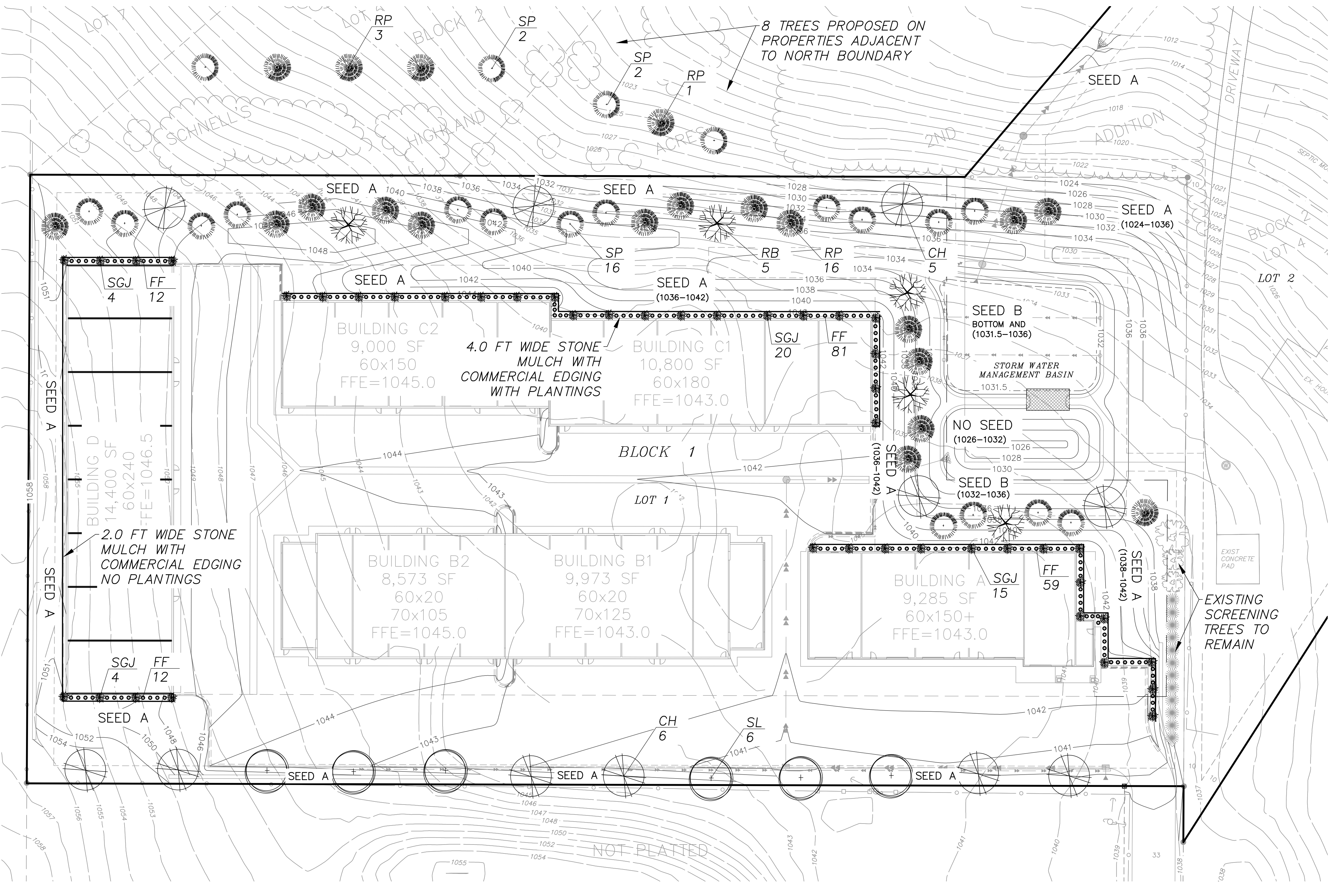
Seed A: Meaic Prairie General area (MNDOT 35-241), or an approved equivalent by City. Seed used in buffer in areas of low maintenance and periodic mowing. Seed basin slopes from the 1024 contour around the basin to the top of basin berm at contour 1036. Provide a 6 foot overlap of seed mixtures.

Seed B: Stormwater Facility area (MNDOT 33-291), or an approved equivalent by City. Seed sides of storm pond from normal water level at 1032 contour to the 1036 contour and filtration basin bottom and from 1031.5 contour to the 1036 contour.

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

INDEX OF CIVIL SITE DRAWINGS:

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C4	PRIVATE DRIVE
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C6.1-6.2	EXISTING CONDITIONS & REMOVAL PLAN
C7.1-7.2	DETAILS
C8	LANDSCAPE 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: 9/7/21 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING SITE DESIGN

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

REVISIONS:

DATE	BY	DESCRIPTION
06/16/21	SD	REVISED BOUNDARY, BASIN, AND STORM SEWER
07/08/21	SD	ADDED DRIVEWAY GRADING LIMITS
09/07/21	SD	CITY COMMENTS

VERTICAL SCALE: 1 inch = 10 feet
HORIZONTAL SCALE: 1 inch = 24 feet (FULL SIZE SHEET 24 x 36)

DATE: 04/20/21
DRAWN BY: SD
DESIGNED BY: SD
CHECKED BY: SD

FILE NO. 00796

C8
Landscape Plan

*Garages Too Corcoran
Site Improvement Project
22400 State Highway No. 55
Corcoran, MN*

DRAINAGE ANALYSIS

Prepared for:

Garages Too, LLC

Attn: Mr. Craig Scherber
305 Lakeview Ave.
Tonka Bay, MN 55331
Phone: (612) 612-810-8400

Prepared by:

Civil Engineering Site Design

Attn: Scott Dahlke
PO Box 566
118 East Broadway Street
Monticello, MN 55362
Phone: (763) 314-0929
sdahlke@civilesd.com

April 20, 2021
Revised 06/16/2021
Revised 09/07/2021

CESD Project # 00796

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- Proposed Project
- Site Location
- Requirements
- Existing Site Conditions
- Proposed Site Conditions
- Soils Data
- Calculations
- Summary
- Certification

Appendix A - Existing Conditions Analysis

- DA 1 – Existing Conditions Drainage Area Plan
- 2 yr Rainfall Event HydroCAD Calculation
- 10 yr Rainfall Event HydroCAD Calculation
- 100 yr Rainfall Event HydroCAD Calculation

Appendix B - Proposed Conditions Analysis

- DA 2 – Proposed Conditions Drainage Area Plan
- 2 yr Rainfall Event HydroCAD Calculation
- 10 yr Rainfall Event HydroCAD Calculation
- 100 yr Rainfall Event HydroCAD Calculation

Appendix C – Soils Data

- Soils Data per Web Soil Survey

Appendix D – Basin Volume Worksheet

- Filtration Worksheet

NARRATIVE

PROPOSED PROJECT:

The project proposes building and site improvements for a self-storage facility consisting of multiple buildings with exterior access to all storage units. Site improvements include new buildings, pavement, utilities, a stormwater management basin, and associated site improvements.

The project proposes to collect the surface storm water runoff for the project site and convey storm water to a proposed storm water management filtration basin in the northeast part of the property.

SITE LOCATION:

The site is located at 22400 State Highway No. 55, northerly of State Highway 55, easterly of Pioneer Trail, and westerly of Rolling Hills Road in Corcoran, MN.

The project is in the SE 1/4 of SE 1/4, Section 32, Township 119, Range 23, Hennepin County, MN. Access to the site can be achieved by the private drive from State Highway 55.

REQUIREMENTS:

Stormwater management design for the project is subject to review by the City of Corcoran, MN. The significant requirements are water quality treatment in accordance with the National Pollutant Discharge Elimination System (NPDES) permit.

The attached storm water runoff and ponding calculations are based on the Soil Conservation Service Synthetic Unit Hydrograph Method incorporated into the software program HydroCAD 10.00. Calculations use NOAA Atlas 14 rainfall depths and NRCS MSE 3 rainfall distribution.

EXISTING SITE CONDITIONS:

The existing site is a 5.04 acre farmstead zoned Urban Reserve. Agricultural land abuts the site to the west, existing residential to the north and east, and a business firm to the south.

Drainage for the existing property is by surface drainage. Drainage flows from the west and south lot lines to the north and east lot lines of the parcel. Drainage continues overland off-site to the north where it collects in a low area southwest of Horseshoe Bend Drive. The parcel is accessed by a 10 to 12 foot wide driveway that begins at Highway 55. Existing topography elevation change of the drainage area ranges from minimal to significant with surface slopes from less than 1% to 20%.

Existing Conditions Drainage Area Map DA 1 and associated HydroCAD calculation model printouts for the existing condition can be found in attached Appendix A

PROPOSED SITE CONDITIONS:

The development project will result in the construction of four self-storage buildings. A storm water filtration basin is proposed in the northeast portion of the site which will outlet with a 15" RCP apron and riprap toward the adjacent property lot line that drains off-site to the north where it collects in a low area southwest of Horseshoe Bend Drive. There will be no alteration of the existing drainage conveyance pattern to the existing low area. The access driveway will be widened to 24 feet.

Proposed Conditions Drainage Area Map DA 2 and associated HydroCAD calculation model printouts can be found in attached Appendix B.

SOILS DATA:

Based on Web Soil Survey data, soils in the project area are understood to be Hydrologic Group D. Soils data for the site can be found in attached Appendix C.

CALCULATIONS:

Calculations have been generated using HydroCAD 10.00 for runoff rate analysis based on Atlas 14 rainfall data (modified by city standards herein) and MSE rainfall distribution. Refer to attachments of Exhibit A and Exhibit B for drainage area plans and hydrographs for the 2-year (2.86") storm event, 10-year (4.26") storm event, and 100-year (7.32") storm event.

Individual subcatchment areas have been identified and runoff rates have been calculated in the HydroCAD model.

A storm water management basin is proposed. The basin size and volume capacity has been designed to mitigate the increased storm water runoff from the project site improvements. The site runoff rates are then tabulated for both the existing condition and proposed condition. Results indicate the proposed condition runoff rates are less than existing condition runoff rates.

The following table summarizes the calculation model results for comparison of storm water runoff rate of existing conditions to proposed conditions:

CALCULATION SUMMARY

Item	Subcatchment Area	2 yr (2.86") Runoff Rate (cfs)	10 yr (4.26") Runoff Rate (cfs)	100 yr (7.32") Runoff Rate (cfs)
Existing Condition	Total Site 2R Area=18.74 Ac.	26.92	51.92	110.58
Proposed Condition	Total Site 2R Area=18.74 Ac.	26.41	47.89	103.91

BASIN VOLUME CALCULATION:

Calculation of the basin water quality volume is to conform with MPCA General Construction Permit requirements. The required water quality volume is equal to one point one inch (1.1") of runoff from the new impervious surfaces created by the project. Pretreatment of the storm water before entering the filtration basin is provided by sump manholes and pretreatment basin before entering the filtration basin.

The impervious surface and basin volume calculations are provided in attached Appendix D.

The following table summarizes the calculations:

Item	New Impervious Surface Area (sf)	1.1" Runoff Volume Required (cf)	48 hr Discharge Capacity (cf)	Basin Storage Provided (cf)
Basin 1P	140,980	12,923	31,752	14,474

SUMMARY:

The project improvements and drainage analysis propose to satisfy the City of Corcoran requirements for storm water management.

CERTIFICATION:

I hereby certify that this 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.



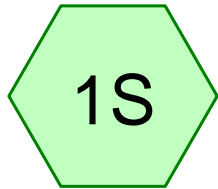
9/7/2021

Scott Dahlke, P.E.
Reg. No. 24348

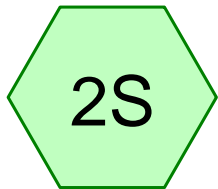
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APPENDIX A

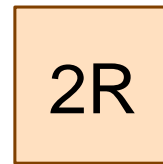
Existing Conditions Drainage Calculations



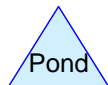
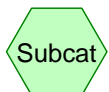
To Off-site - Horseshoe
Bend Drive



To Off-site - Highway 55



Total Area Runoff



00796 Ex

Prepared by CESD

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Existing Drainage Condition
MSE 24-hr 3 2-Year Rainfall=2.86"

Printed 9/6/2021

Page 2

Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv.
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1S: To Off-site - Horseshoe Runoff Area=259,810 sf 6.09% Impervious Runoff Depth=1.24"
Flow Length=670' Tc=15.0 min CN=80/98 Runoff=8.52 cfs 26,768 cf

Subcatchment 2S: To Off-site - Highway 55 Runoff Area=556,370 sf 9.21% Impervious Runoff Depth=1.28"
Flow Length=910' Tc=15.6 min CN=80/98 Runoff=18.40 cfs 59,467 cf

Reach 2R: Total Area Runoff

Inflow=26.92 cfs 86,235 cf
Outflow=26.92 cfs 86,235 cf

Total Runoff Area = 816,180 sf Runoff Volume = 86,235 cf Average Runoff Depth = 1.27"
91.78% Pervious = 749,100 sf 8.22% Impervious = 67,080 sf

00796 Ex

Prepared by CESD

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Existing Drainage Condition
MSE 24-hr 3 2-Year Rainfall=2.86"

Printed 9/6/2021

Page 3

Summary for Subcatchment 1S: To Off-site - Horseshoe Bend Drive

Runoff = 8.52 cfs @ 12.25 hrs, Volume= 26,768 cf, Depth= 1.24"

Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.86"

Area (sf)	CN	Description
243,980	80	>75% Grass cover, Good, HSG D
6,630	98	Roofs, HSG D
9,200	98	Paved parking, HSG D
259,810	81	Weighted Average
243,980	80	93.91% Pervious Area
15,830	98	6.09% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.7	100	0.0600	0.25		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
6.0	570	0.0510	1.58		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
12.7	670	Total, Increased to minimum Tc = 15.0 min			

Summary for Subcatchment 2S: To Off-site - Highway 55

Runoff = 18.40 cfs @ 12.25 hrs, Volume= 59,467 cf, Depth= 1.28"

Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.86"

Area (sf)	CN	Description
505,120	80	>75% Grass cover, Good, HSG D
26,070	98	Roofs, HSG D
* 11,650	98	Paved driveway, HSG D
* 13,530	98	Paved road, HSG D
556,370	82	Weighted Average
505,120	80	90.79% Pervious Area
51,250	98	9.21% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.9	100	0.0400	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
7.7	810	0.0620	1.74		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
15.6	910	Total			

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Existing Drainage Condition
MSE 24-hr 3 2-Year Rainfall=2.86"

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Summary for Reach 2R: Total Area Runoff

Inflow Area = 816,180 sf, 8.22% Impervious, Inflow Depth = 1.27" for 2-Year event
Inflow = 26.92 cfs @ 12.25 hrs, Volume= 86,235 cf
Outflow = 26.92 cfs @ 12.25 hrs, Volume= 86,235 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

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Existing Drainage Condition
MSE 24-hr 3 10-Year Rainfall=4.26"

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Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv.
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1S: To Off-site - Horseshoe Runoff Area=259,810 sf 6.09% Impervious Runoff Depth=2.37"
Flow Length=670' Tc=15.0 min CN=80/98 Runoff=16.58 cfs 51,226 cf

Subcatchment 2S: To Off-site - Highway 55 Runoff Area=556,370 sf 9.21% Impervious Runoff Depth=2.42"
Flow Length=910' Tc=15.6 min CN=80/98 Runoff=35.34 cfs 112,252 cf

Reach 2R: Total Area Runoff

Inflow=51.92 cfs 163,478 cf
Outflow=51.92 cfs 163,478 cf

Total Runoff Area = 816,180 sf Runoff Volume = 163,478 cf Average Runoff Depth = 2.40"
91.78% Pervious = 749,100 sf 8.22% Impervious = 67,080 sf

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Existing Drainage Condition
MSE 24-hr 3 10-Year Rainfall=4.26"

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Summary for Subcatchment 1S: To Off-site - Horseshoe Bend Drive

Runoff = 16.58 cfs @ 12.24 hrs, Volume= 51,226 cf, Depth= 2.37"

Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.26"

Area (sf)	CN	Description
243,980	80	>75% Grass cover, Good, HSG D
6,630	98	Roofs, HSG D
9,200	98	Paved parking, HSG D
259,810	81	Weighted Average
243,980	80	93.91% Pervious Area
15,830	98	6.09% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.7	100	0.0600	0.25		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
6.0	570	0.0510	1.58		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
12.7	670	Total, Increased to minimum Tc = 15.0 min			

Summary for Subcatchment 2S: To Off-site - Highway 55

Runoff = 35.34 cfs @ 12.25 hrs, Volume= 112,252 cf, Depth= 2.42"

Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.26"

Area (sf)	CN	Description
505,120	80	>75% Grass cover, Good, HSG D
26,070	98	Roofs, HSG D
* 11,650	98	Paved driveway, HSG D
* 13,530	98	Paved road, HSG D
556,370	82	Weighted Average
505,120	80	90.79% Pervious Area
51,250	98	9.21% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.9	100	0.0400	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
7.7	810	0.0620	1.74		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
15.6	910	Total			

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Existing Drainage Condition

MSE 24-hr 3 10-Year Rainfall=4.26"

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Summary for Reach 2R: Total Area Runoff

Inflow Area = 816,180 sf, 8.22% Impervious, Inflow Depth = 2.40" for 10-Year event
Inflow = 51.92 cfs @ 12.24 hrs, Volume= 163,478 cf
Outflow = 51.92 cfs @ 12.24 hrs, Volume= 163,478 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

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Existing Drainage Condition
MSE 24-hr 3 100-Year Rainfall=7.32"

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Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv.
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1S: To Off-site - Horseshoe Runoff Area=259,810 sf 6.09% Impervious Runoff Depth=5.12"
Flow Length=670' Tc=15.0 min CN=80/98 Runoff=35.56 cfs 110,808 cf

Subcatchment 2S: To Off-site - Highway 55 Runoff Area=556,370 sf 9.21% Impervious Runoff Depth=5.18"
Flow Length=910' Tc=15.6 min CN=80/98 Runoff=75.06 cfs 240,311 cf

Reach 2R: Total Area Runoff

Inflow=110.58 cfs 351,119 cf
Outflow=110.58 cfs 351,119 cf

Total Runoff Area = 816,180 sf Runoff Volume = 351,119 cf Average Runoff Depth = 5.16"
91.78% Pervious = 749,100 sf 8.22% Impervious = 67,080 sf

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Existing Drainage Condition

MSE 24-hr 3 100-Year Rainfall=7.32"

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Summary for Subcatchment 1S: To Off-site - Horseshoe Bend Drive

Runoff = 35.56 cfs @ 12.23 hrs, Volume= 110,808 cf, Depth= 5.12"

Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.32"

Area (sf)	CN	Description
243,980	80	>75% Grass cover, Good, HSG D
6,630	98	Roofs, HSG D
9,200	98	Paved parking, HSG D
259,810	81	Weighted Average
243,980	80	93.91% Pervious Area
15,830	98	6.09% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.7	100	0.0600	0.25		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
6.0	570	0.0510	1.58		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
12.7	670	Total, Increased to minimum Tc = 15.0 min			

Summary for Subcatchment 2S: To Off-site - Highway 55

Runoff = 75.06 cfs @ 12.24 hrs, Volume= 240,311 cf, Depth= 5.18"

Runoff by SCS TR-20 method, UH=Gamma-400, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.32"

Area (sf)	CN	Description
505,120	80	>75% Grass cover, Good, HSG D
26,070	98	Roofs, HSG D
* 11,650	98	Paved driveway, HSG D
* 13,530	98	Paved road, HSG D
556,370	82	Weighted Average
505,120	80	90.79% Pervious Area
51,250	98	9.21% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.9	100	0.0400	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
7.7	810	0.0620	1.74		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
15.6	910	Total			

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Existing Drainage Condition

MSE 24-hr 3 100-Year Rainfall=7.32"

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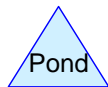
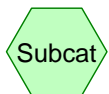
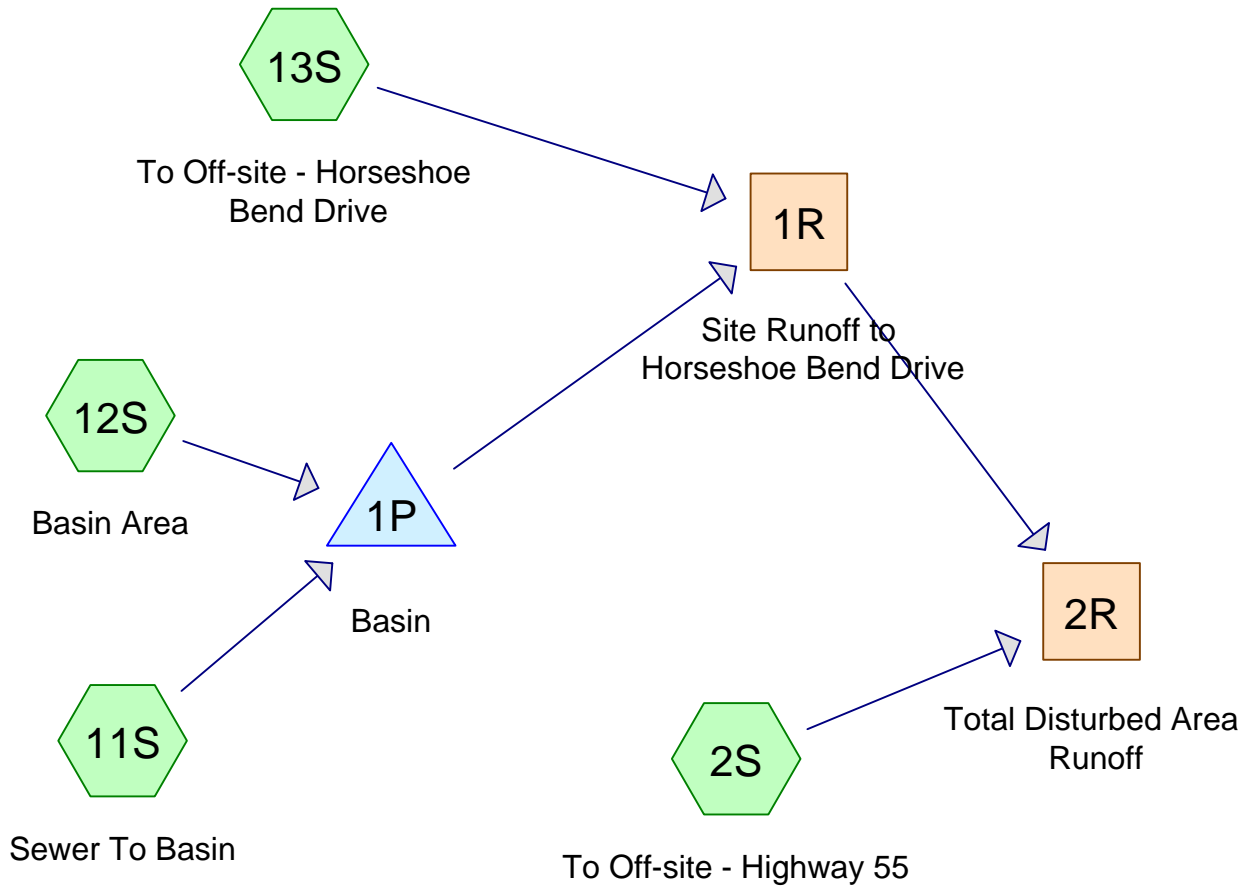
Summary for Reach 2R: Total Area Runoff

Inflow Area = 816,180 sf, 8.22% Impervious, Inflow Depth = 5.16" for 100-Year event
Inflow = 110.58 cfs @ 12.24 hrs, Volume= 351,119 cf
Outflow = 110.58 cfs @ 12.24 hrs, Volume= 351,119 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

APPENDIX B

Proposed Conditions Drainage Calculations



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Proposed Drainage Condition
MSE 24-hr 3 2-Year Rainfall=2.86"

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Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
 Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv.
 Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 2S: To Off-site - Highway Runoff Area=556,370 sf 11.13% Impervious Runoff Depth=1.31"
 Flow Length=910' Tc=15.6 min CN=80/98 Runoff=20.60 cfs 60,787 cf

Subcatchment 11S: Sewer To Basin Runoff Area=173,680 sf 67.18% Impervious Runoff Depth=2.14"
 Flow Length=700' Tc=9.9 min CN=80/98 Runoff=12.06 cfs 31,004 cf

Subcatchment 12S: Basin Area Runoff Area=44,780 sf 29.72% Impervious Runoff Depth=1.77"
 Tc=7.0 min CN=84/98 Runoff=3.04 cfs 6,592 cf

Subcatchment 13S: To Off-site - Horseshoe Runoff Area=41,350 sf 2.85% Impervious Runoff Depth=1.19"
 Tc=7.0 min CN=80/98 Runoff=1.99 cfs 4,095 cf

Reach 1R: Site Runoff to Horseshoe Bend Drive Inflow=5.89 cfs 31,661 cf
 Outflow=5.89 cfs 31,661 cf

Reach 2R: Total Disturbed Area Runoff Inflow=26.41 cfs 92,447 cf
 Outflow=26.41 cfs 92,447 cf

Pond 1P: Basin Peak Elev=1,033.73' Storage=21,285 cf Inflow=14.90 cfs 37,596 cf
 Outflow=5.06 cfs 27,566 cf

Total Runoff Area = 816,180 sf Runoff Volume = 102,477 cf Average Runoff Depth = 1.51"
76.34% Pervious = 623,090 sf 23.66% Impervious = 193,090 sf

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Proposed Drainage Condition
MSE 24-hr 3 2-Year Rainfall=2.86"

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Summary for Subcatchment 2S: To Off-site - Highway 55

Runoff = 20.60 cfs @ 12.25 hrs, Volume= 60,787 cf, Depth= 1.31"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.86"

Area (sf)	CN	Description
494,440	80	>75% Grass cover, Good, HSG D
26,070	98	Roofs, HSG D
* 22,330	98	Paved driveway, HSG D
* 13,530	98	Paved road, HSG D
556,370	82	Weighted Average
494,440	80	88.87% Pervious Area
61,930	98	11.13% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.9	100	0.0400	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
7.7	810	0.0620	1.74		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
15.6	910	Total			

Summary for Subcatchment 11S: Sewer To Basin

Runoff = 12.06 cfs @ 12.17 hrs, Volume= 31,004 cf, Depth= 2.14"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.86"

Area (sf)	CN	Description
57,010	80	>75% Grass cover, Good, HSG D
48,810	98	Roofs, HSG D
67,860	98	Paved parking, HSG D
173,680	92	Weighted Average
57,010	80	32.82% Pervious Area
116,670	98	67.18% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.7	100	0.0600	0.25		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
0.2	70	0.1500	5.81		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
2.5	320	0.0110	2.13		Shallow Concentrated Flow, Paved Kv= 20.3 fps
0.5	210	0.0150	6.45	7.91	Pipe Channel, 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.013 Concrete pipe, bends & connections

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Proposed Drainage Condition
MSE 24-hr 3 2-Year Rainfall=2.86"

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9.9 700 Total

Summary for Subcatchment 12S: Basin Area

Runoff = 3.04 cfs @ 12.14 hrs, Volume= 6,592 cf, Depth= 1.77"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.86"

Area (sf)	CN	Description
23,860	80	>75% Grass cover, Good, HSG D
13,310	98	Roofs, HSG D
7,610	98	Water Surface, 0% imp, HSG D
44,780	88	Weighted Average
31,470	84	70.28% Pervious Area
13,310	98	29.72% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.0					Direct Entry,

Summary for Subcatchment 13S: To Off-site - Horseshoe Bend Drive

Runoff = 1.99 cfs @ 12.15 hrs, Volume= 4,095 cf, Depth= 1.19"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 2-Year Rainfall=2.86"

Area (sf)	CN	Description
40,170	80	>75% Grass cover, Good, HSG D
1,180	98	Paved parking, HSG D
41,350	81	Weighted Average
40,170	80	97.15% Pervious Area
1,180	98	2.85% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.0					Direct Entry,

Summary for Reach 1R: Site Runoff to Horseshoe Bend Drive

Inflow Area = 259,810 sf, 50.48% Impervious, Inflow Depth = 1.46" for 2-Year event
 Inflow = 5.89 cfs @ 12.19 hrs, Volume= 31,661 cf
 Outflow = 5.89 cfs @ 12.19 hrs, Volume= 31,661 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

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Proposed Drainage Condition
MSE 24-hr 3 2-Year Rainfall=2.86"

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Summary for Reach 2R: Total Disturbed Area Runoff

Inflow Area = 816,180 sf, 23.66% Impervious, Inflow Depth = 1.36" for 2-Year event
 Inflow = 26.41 cfs @ 12.25 hrs, Volume= 92,447 cf
 Outflow = 26.41 cfs @ 12.25 hrs, Volume= 92,447 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Summary for Pond 1P: Basin

Inflow Area = 218,460 sf, 59.50% Impervious, Inflow Depth = 2.07" for 2-Year event
 Inflow = 14.90 cfs @ 12.16 hrs, Volume= 37,596 cf
 Outflow = 5.06 cfs @ 12.38 hrs, Volume= 27,566 cf, Atten= 66%, Lag= 12.8 min
 Primary = 5.06 cfs @ 12.38 hrs, Volume= 27,566 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Starting Elev= 1,032.00' Surf.Area= 9,010 sf Storage= 2,608 cf

Peak Elev= 1,033.73' @ 12.38 hrs Surf.Area= 12,531 sf Storage= 21,285 cf (18,677 cf above start)

Plug-Flow detention time= 171.1 min calculated for 24,956 cf (66% of inflow)

Center-of-Mass det. time= 83.3 min (854.9 - 771.6)

Volume	Invert	Avail.Storage	Storage Description
#1	1,031.50'	55,968 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,031.50	4,870	0	0
1,031.99	5,480	2,536	2,536
1,032.00	9,010	72	2,608
1,033.00	11,050	10,030	12,638
1,034.00	13,070	12,060	24,698
1,036.00	18,200	31,270	55,968

Device	Routing	Invert	Outlet Devices
#1	Primary	1,026.25'	15.0" Round Culvert L= 75.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,026.25' / 1,016.20' S= 0.1340 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.23 sf
#2	Device 1	1,033.00'	4.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)
#3	Device 2	1,032.00'	
#4	Device 1	1,034.50'	15.0" Round Culvert L= 11.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,031.50' / 1,032.00' S= -0.0455 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.23 sf
#5	Device 1	1,035.25'	Custom Weir/Orifice, Cv= 3.10 (C= 3.88) Head (feet) 0.00 0.02 0.05 0.09 0.19 0.38 0.75 Width (feet) 0.00 1.39 1.94 2.65 3.46 4.00 4.00
#6	Primary	1,035.50'	48.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
			10.0' long x 8.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00

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Proposed Drainage Condition
MSE 24-hr 3 2-Year Rainfall=2.86"

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2.50	3.00	3.50	4.00	4.50	5.00	5.50						
Coef. (English)	2.43	2.54	2.70	2.69	2.68	2.68	2.66	2.64	2.64			
	2.64	2.65	2.66	2.66	2.68	2.70	2.74					

Primary OutFlow Max=5.06 cfs @ 12.38 hrs HW=1,033.73' TW=0.00' (Dynamic Tailwater)

- 1=Culvert (Passes 5.06 cfs of 15.47 cfs potential flow)
- 2=Sharp-Crested Rectangular Weir (Passes 5.06 cfs of 7.91 cfs potential flow)
- 3=Culvert (Inlet Controls 5.06 cfs @ 4.12 fps)
- 4=Custom Weir/Orifice (Controls 0.00 cfs)
- 5=Orifice/Grate (Controls 0.00 cfs)
- 6=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

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Proposed Drainage Condition
MSE 24-hr 3 10-Year Rainfall=4.26"

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Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
 Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv.
 Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 2S: To Off-site - Highway Runoff Area=556,370 sf 11.13% Impervious Runoff Depth=2.45"
 Flow Length=910' Tc=15.6 min CN=80/98 Runoff=39.08 cfs 113,824 cf

Subcatchment 11S: Sewer To Basin Runoff Area=173,680 sf 67.18% Impervious Runoff Depth=3.44"
 Flow Length=700' Tc=9.9 min CN=80/98 Runoff=19.26 cfs 49,858 cf

Subcatchment 12S: Basin Area Runoff Area=44,780 sf 29.72% Impervious Runoff Depth=3.02"
 Tc=7.0 min CN=84/98 Runoff=5.16 cfs 11,286 cf

Subcatchment 13S: To Off-site - Horseshoe Runoff Area=41,350 sf 2.85% Impervious Runoff Depth=2.31"
 Tc=7.0 min CN=80/98 Runoff=3.87 cfs 7,956 cf

Reach 1R: Site Runoff to Horseshoe Bend Drive Inflow=9.63 cfs 59,070 cf
 Outflow=9.63 cfs 59,070 cf

Reach 2R: Total Disturbed Area Runoff Inflow=47.89 cfs 172,893 cf
 Outflow=47.89 cfs 172,893 cf

Pond 1P: Basin Peak Elev=1,034.48' Storage=31,233 cf Inflow=24.07 cfs 61,144 cf
 Outflow=7.18 cfs 51,114 cf

Total Runoff Area = 816,180 sf Runoff Volume = 182,923 cf Average Runoff Depth = 2.69"
76.34% Pervious = 623,090 sf 23.66% Impervious = 193,090 sf

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MSE 24-hr 3 10-Year Rainfall=4.26"

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Summary for Subcatchment 2S: To Off-site - Highway 55

Runoff = 39.08 cfs @ 12.24 hrs, Volume= 113,824 cf, Depth= 2.45"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.26"

Area (sf)	CN	Description
494,440	80	>75% Grass cover, Good, HSG D
26,070	98	Roofs, HSG D
* 22,330	98	Paved driveway, HSG D
* 13,530	98	Paved road, HSG D
556,370	82	Weighted Average
494,440	80	88.87% Pervious Area
61,930	98	11.13% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.9	100	0.0400	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
7.7	810	0.0620	1.74		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
15.6	910	Total			

Summary for Subcatchment 11S: Sewer To Basin

Runoff = 19.26 cfs @ 12.17 hrs, Volume= 49,858 cf, Depth= 3.44"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.26"

Area (sf)	CN	Description
57,010	80	>75% Grass cover, Good, HSG D
48,810	98	Roofs, HSG D
67,860	98	Paved parking, HSG D
173,680	92	Weighted Average
57,010	80	32.82% Pervious Area
116,670	98	67.18% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.7	100	0.0600	0.25		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
0.2	70	0.1500	5.81		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
2.5	320	0.0110	2.13		Shallow Concentrated Flow, Paved Kv= 20.3 fps
0.5	210	0.0150	6.45	7.91	Pipe Channel, 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.013 Concrete pipe, bends & connections

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Proposed Drainage Condition
MSE 24-hr 3 10-Year Rainfall=4.26"

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9.9 700 Total

Summary for Subcatchment 12S: Basin Area

Runoff = 5.16 cfs @ 12.14 hrs, Volume= 11,286 cf, Depth= 3.02"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.26"

Area (sf)	CN	Description
23,860	80	>75% Grass cover, Good, HSG D
13,310	98	Roofs, HSG D
7,610	98	Water Surface, 0% imp, HSG D
44,780	88	Weighted Average
31,470	84	70.28% Pervious Area
13,310	98	29.72% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.0					Direct Entry,

Summary for Subcatchment 13S: To Off-site - Horseshoe Bend Drive

Runoff = 3.87 cfs @ 12.14 hrs, Volume= 7,956 cf, Depth= 2.31"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 10-Year Rainfall=4.26"

Area (sf)	CN	Description
40,170	80	>75% Grass cover, Good, HSG D
1,180	98	Paved parking, HSG D
41,350	81	Weighted Average
40,170	80	97.15% Pervious Area
1,180	98	2.85% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.0					Direct Entry,

Summary for Reach 1R: Site Runoff to Horseshoe Bend Drive

Inflow Area = 259,810 sf, 50.48% Impervious, Inflow Depth = 2.73" for 10-Year event
 Inflow = 9.63 cfs @ 12.16 hrs, Volume= 59,070 cf
 Outflow = 9.63 cfs @ 12.16 hrs, Volume= 59,070 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

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Proposed Drainage Condition
MSE 24-hr 3 10-Year Rainfall=4.26"

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Summary for Reach 2R: Total Disturbed Area Runoff

Inflow Area = 816,180 sf, 23.66% Impervious, Inflow Depth = 2.54" for 10-Year event
 Inflow = 47.89 cfs @ 12.24 hrs, Volume= 172,893 cf
 Outflow = 47.89 cfs @ 12.24 hrs, Volume= 172,893 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Summary for Pond 1P: Basin

Inflow Area = 218,460 sf, 59.50% Impervious, Inflow Depth = 3.36" for 10-Year event
 Inflow = 24.07 cfs @ 12.16 hrs, Volume= 61,144 cf
 Outflow = 7.18 cfs @ 12.40 hrs, Volume= 51,114 cf, Atten= 70%, Lag= 14.4 min
 Primary = 7.18 cfs @ 12.40 hrs, Volume= 51,114 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Starting Elev= 1,032.00' Surf.Area= 9,010 sf Storage= 2,608 cf

Peak Elev= 1,034.48' @ 12.40 hrs Surf.Area= 14,295 sf Storage= 31,233 cf (28,625 cf above start)

Plug-Flow detention time= 142.2 min calculated for 48,502 cf (79% of inflow)

Center-of-Mass det. time= 74.0 min (840.0 - 766.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,031.50'	55,968 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,031.50	4,870	0	0
1,031.99	5,480	2,536	2,536
1,032.00	9,010	72	2,608
1,033.00	11,050	10,030	12,638
1,034.00	13,070	12,060	24,698
1,036.00	18,200	31,270	55,968

Device	Routing	Invert	Outlet Devices
#1	Primary	1,026.25'	15.0" Round Culvert L= 75.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,026.25' / 1,016.20' S= 0.1340 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.23 sf
#2	Device 1	1,033.00'	4.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)
#3	Device 2	1,032.00'	
#4	Device 1	1,034.50'	15.0" Round Culvert L= 11.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,031.50' / 1,032.00' S= -0.0455 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.23 sf
#5	Device 1	1,035.25'	Custom Weir/Orifice, Cv= 3.10 (C= 3.88) Head (feet) 0.00 0.02 0.05 0.09 0.19 0.38 0.75 Width (feet) 0.00 1.39 1.94 2.65 3.46 4.00 4.00
#6	Primary	1,035.50'	48.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
			10.0' long x 8.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00

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Proposed Drainage Condition
MSE 24-hr 3 10-Year Rainfall=4.26"

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2.50	3.00	3.50	4.00	4.50	5.00	5.50						
Coef. (English)	2.43	2.54	2.70	2.69	2.68	2.68	2.66	2.64	2.64			
	2.64	2.65	2.66	2.66	2.68	2.70	2.74					

Primary OutFlow Max=7.18 cfs @ 12.40 hrs HW=1,034.48' TW=0.00' (Dynamic Tailwater)

- 1=Culvert (Passes 7.18 cfs of 16.29 cfs potential flow)
- 2=Sharp-Crested Rectangular Weir (Passes 7.18 cfs of 21.76 cfs potential flow)
- 3=Culvert (Inlet Controls 7.18 cfs @ 5.85 fps)
- 4=Custom Weir/Orifice (Controls 0.00 cfs)
- 5=Orifice/Grate (Controls 0.00 cfs)
- 6=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

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Proposed Drainage Condition
MSE 24-hr 3 100-Year Rainfall=7.32"

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Time span=0.00-120.00 hrs, dt=0.01 hrs, 12001 points
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv.
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 2S: To Off-site - Highway Runoff Area=556,370 sf 11.13% Impervious Runoff Depth=5.22"
Flow Length=910' Tc=15.6 min CN=80/98 Runoff=82.24 cfs 242,172 cf

Subcatchment 11S: Sewer To Basin Runoff Area=173,680 sf 67.18% Impervious Runoff Depth=6.39"
Flow Length=700' Tc=9.9 min CN=80/98 Runoff=35.28 cfs 92,551 cf

Subcatchment 12S: Basin Area Runoff Area=44,780 sf 29.72% Impervious Runoff Depth=5.93"
Tc=7.0 min CN=84/98 Runoff=9.88 cfs 22,132 cf

Subcatchment 13S: To Off-site - Horseshoe Runoff Area=41,350 sf 2.85% Impervious Runoff Depth=5.05"
Tc=7.0 min CN=80/98 Runoff=8.24 cfs 17,402 cf

Reach 1R: Site Runoff to Horseshoe Bend Drive Inflow=22.50 cfs 122,056 cf
Outflow=22.50 cfs 122,056 cf

Reach 2R: Total Disturbed Area Runoff Inflow=103.91 cfs 364,227 cf
Outflow=103.91 cfs 364,227 cf

Pond 1P: Basin Peak Elev=1,035.49' Storage=47,071 cf Inflow=44.48 cfs 114,683 cf
Outflow=17.35 cfs 104,653 cf

Total Runoff Area = 816,180 sf Runoff Volume = 374,257 cf Average Runoff Depth = 5.50"
76.34% Pervious = 623,090 sf 23.66% Impervious = 193,090 sf

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Proposed Drainage Condition
MSE 24-hr 3 100-Year Rainfall=7.32"

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Summary for Subcatchment 2S: To Off-site - Highway 55

Runoff = 82.24 cfs @ 12.24 hrs, Volume= 242,172 cf, Depth= 5.22"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.32"

Area (sf)	CN	Description
494,440	80	>75% Grass cover, Good, HSG D
26,070	98	Roofs, HSG D
* 22,330	98	Paved driveway, HSG D
* 13,530	98	Paved road, HSG D
556,370	82	Weighted Average
494,440	80	88.87% Pervious Area
61,930	98	11.13% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.9	100	0.0400	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
7.7	810	0.0620	1.74		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
15.6	910	Total			

Summary for Subcatchment 11S: Sewer To Basin

Runoff = 35.28 cfs @ 12.17 hrs, Volume= 92,551 cf, Depth= 6.39"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.32"

Area (sf)	CN	Description
57,010	80	>75% Grass cover, Good, HSG D
48,810	98	Roofs, HSG D
67,860	98	Paved parking, HSG D
173,680	92	Weighted Average
57,010	80	32.82% Pervious Area
116,670	98	67.18% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.7	100	0.0600	0.25		Sheet Flow, Grass: Short n= 0.150 P2= 2.80"
0.2	70	0.1500	5.81		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
2.5	320	0.0110	2.13		Shallow Concentrated Flow, Paved Kv= 20.3 fps
0.5	210	0.0150	6.45	7.91	Pipe Channel, 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.013 Concrete pipe, bends & connections

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Proposed Drainage Condition
MSE 24-hr 3 100-Year Rainfall=7.32"

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9.9 700 Total

Summary for Subcatchment 12S: Basin Area

Runoff = 9.88 cfs @ 12.14 hrs, Volume= 22,132 cf, Depth= 5.93"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.32"

Area (sf)	CN	Description
23,860	80	>75% Grass cover, Good, HSG D
13,310	98	Roofs, HSG D
7,610	98	Water Surface, 0% imp, HSG D
44,780	88	Weighted Average
31,470	84	70.28% Pervious Area
13,310	98	29.72% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.0					Direct Entry,

Summary for Subcatchment 13S: To Off-site - Horseshoe Bend Drive

Runoff = 8.24 cfs @ 12.14 hrs, Volume= 17,402 cf, Depth= 5.05"

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-120.00 hrs, dt= 0.01 hrs
MSE 24-hr 3 100-Year Rainfall=7.32"

Area (sf)	CN	Description
40,170	80	>75% Grass cover, Good, HSG D
1,180	98	Paved parking, HSG D
41,350	81	Weighted Average
40,170	80	97.15% Pervious Area
1,180	98	2.85% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.0					Direct Entry,

Summary for Reach 1R: Site Runoff to Horseshoe Bend Drive

Inflow Area = 259,810 sf, 50.48% Impervious, Inflow Depth = 5.64" for 100-Year event

Inflow = 22.50 cfs @ 12.21 hrs, Volume= 122,056 cf

Outflow = 22.50 cfs @ 12.21 hrs, Volume= 122,056 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

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Proposed Drainage Condition
MSE 24-hr 3 100-Year Rainfall=7.32"

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Summary for Reach 2R: Total Disturbed Area Runoff

Inflow Area = 816,180 sf, 23.66% Impervious, Inflow Depth = 5.36" for 100-Year event
 Inflow = 103.91 cfs @ 12.23 hrs, Volume= 364,227 cf
 Outflow = 103.91 cfs @ 12.23 hrs, Volume= 364,227 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Summary for Pond 1P: Basin

Inflow Area = 218,460 sf, 59.50% Impervious, Inflow Depth = 6.30" for 100-Year event
 Inflow = 44.48 cfs @ 12.16 hrs, Volume= 114,683 cf
 Outflow = 17.35 cfs @ 12.34 hrs, Volume= 104,653 cf, Atten= 61%, Lag= 10.7 min
 Primary = 17.35 cfs @ 12.34 hrs, Volume= 104,653 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-120.00 hrs, dt= 0.01 hrs

Starting Elev= 1,032.00' Surf.Area= 9,010 sf Storage= 2,608 cf

Peak Elev= 1,035.49' @ 12.34 hrs Surf.Area= 16,900 sf Storage= 47,071 cf (44,463 cf above start)

Plug-Flow detention time= 111.8 min calculated for 102,045 cf (89% of inflow)

Center-of-Mass det. time= 62.7 min (821.4 - 758.7)

Volume	Invert	Avail.Storage	Storage Description
#1	1,031.50'	55,968 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,031.50	4,870	0	0
1,031.99	5,480	2,536	2,536
1,032.00	9,010	72	2,608
1,033.00	11,050	10,030	12,638
1,034.00	13,070	12,060	24,698
1,036.00	18,200	31,270	55,968

Device	Routing	Invert	Outlet Devices
#1	Primary	1,026.25'	15.0" Round Culvert L= 75.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,026.25' / 1,016.20' S= 0.1340 '/ Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.23 sf
#2	Device 1	1,033.00'	4.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)
#3	Device 2	1,032.00'	
#4	Device 1	1,034.50'	15.0" Round Culvert L= 11.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,031.50' / 1,032.00' S= -0.0455 '/ Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.23 sf Custom Weir/Orifice, Cv= 3.10 (C= 3.88) Head (feet) 0.00 0.02 0.05 0.09 0.19 0.38 0.75 Width (feet) 0.00 1.39 1.94 2.65 3.46 4.00 4.00
#5	Device 1	1,035.25'	48.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#6	Primary	1,035.50'	10.0' long x 8.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00

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Proposed Drainage Condition
MSE 24-hr 3 100-Year Rainfall=7.32"

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2.50	3.00	3.50	4.00	4.50	5.00	5.50						
Coef. (English)	2.43	2.54	2.70	2.69	2.68	2.68	2.66	2.64	2.64			
	2.64	2.65	2.65	2.66	2.66	2.68	2.70	2.74				

Primary OutFlow Max=17.35 cfs @ 12.34 hrs HW=1,035.49' TW=0.00' (Dynamic Tailwater)

- 1=Culvert (Inlet Controls 17.35 cfs @ 14.14 fps)
- 2=Sharp-Crested Rectangular Weir (Passes < 45.07 cfs potential flow)
- 3=Culvert (Passes < 9.33 cfs potential flow)
- 4=Custom Weir/Orifice (Passes < 11.55 cfs potential flow)
- 5=Orifice/Grate (Passes < 4.92 cfs potential flow)
- 6=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

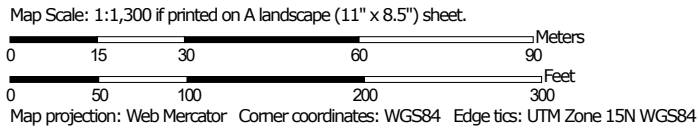
APPENDIX C

Soils Data

Soil Map—Hennepin County, Minnesota



Soil Map may not be valid at this scale.




MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hennepin County, Minnesota

Survey Area Data: Version 16, Jun 5, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 11, 2020—May 19, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
L35A	Lerdal loam, 1 to 3 percent slopes	0.3	4.0%
L36A	Hamel, overwash-Hamel complex, 0 to 3 percent slopes	0.3	3.1%
L37B	Angus loam, 2 to 6 percent slopes	0.6	6.9%
L40B	Angus-Kilkenny complex, 2 to 6 percent slopes	2.8	32.7%
L41C2	Lester-Kilkenny complex, 6 to 10 percent slopes, moderately eroded	2.3	27.2%
L41D2	Lester-Kilkenny complex, 10 to 16 percent slopes, moderately eroded	2.3	26.1%
Totals for Area of Interest		8.6	100.0%

Engineering Properties (MN)

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic group is a group of soils having similar runoff potential under similar storm and cover conditions. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage.

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an oven-dry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field.

Liquid limit and plasticity index (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination.

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Report—Engineering Properties (MN)

Engineering Properties (MN)—Hennepin County, Minnesota														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>Pct</i>	<i>Pct</i>					<i>Pct</i>	
L35A—Lerdal loam, 1 to 3 percent slopes														
Lerdal	80	C/D	0-13	Loam	ML, CL	A-6	0	0	95-100	90-100	80-95	55-75	30-40	6-15
			13-47	Silty clay, clay loam, silty clay loam	CL, CH, MH	A-7	0	0	95-100	90-100	80-95	70-90	45-70	20-35
			47-60	Clay loam, loam	CL	A-6	0-1	0-2	95-100	90-98	75-90	50-75	30-40	12-20
L36A—Hamel, overwash-Hamel complex, 0 to 3 percent slopes														
Hamel, overwash	50	C/D	0-12	Loam	CL, SM, OH, ML	A-6, A-7-5	0-4	0-2	85-100	66-98	60-94	41-67	38-57	13-18
			12-26	Loam, clay loam	CL, SC, MH, ML	A-6, A-7-5, A-7-6	0-3	0-1	87-100	72-98	63-96	44-70	34-52	13-21
			26-48	Clay loam, loam	CH, SC, CL	A-6, A-7-6	0-3	0-1	88-100	73-98	66-98	48-74	36-51	17-25
			48-79	Clay loam, loam	SC, CL	A-7-6, A-6	0-3	0-1	89-100	75-98	65-97	49-75	30-44	12-24
Hamel	43	C/D	0-10	Loam, clay loam	CL, SM, OH, ML	A-6, A-7-5	0-4	0-2	85-100	66-98	60-97	41-70	38-60	13-20
			10-24	Loam, clay loam	CL, SC, MH, ML	A-6, A-7-5, A-7-6	0-3	0-1	87-100	72-98	63-96	44-70	34-52	13-21
			24-46	Clay loam, loam	CH, SC, CL	A-6, A-7-6	0-3	0-1	88-100	73-98	66-98	48-74	36-51	17-25
			46-79	Clay loam, loam	SC, CL	A-7-6, A-6	0-3	0-1	89-100	75-98	65-97	49-75	30-44	12-24

Engineering Properties (MN)---Hennepin County, Minnesota														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>Pct</i>	<i>Pct</i>					<i>Pct</i>	
L37B—Angus loam, 2 to 6 percent slopes														
Angus	80	C	0-7	Loam	CL	A-6, A-7-6	0	0-5	95-99	84-98	72-91	52-68	34-45	13-18
			7-37	Clay loam, loam	CL	A-7-6	0-3	0-4	95-99	85-99	72-91	55-72	35-44	16-23
			37-50	Loam, clay loam	CL	A-6	0-3	0-4	95-99	85-99	72-91	55-71	30-40	12-20
			50-79	Loam, clay loam	CL	A-6	0-3	0-4	95-99	86-99	74-95	54-72	28-40	11-20
L40B—Angus-Kilkenny complex, 2 to 6 percent slopes														
Angus	45	B	0-8	Loam	CL	A-6	0	0-5	95-100	90-100	80-95	50-85	30-40	11-15
			8-35	Clay loam, loam	CL	A-6	0-1	0-5	95-100	90-100	80-95	55-75	35-40	15-20
			35-40	Loam, clay loam	CL	A-6	0-1	0-5	95-100	90-100	75-90	50-75	32-39	13-18
			40-80	Clay loam, loam	CL	A-6	0-1	0-5	95-100	90-98	75-90	50-75	30-40	12-20
Kilkenny	40	C/D	0-11	Clay loam	ML, CL	A-6, A-7	0	0	95-100	95-100	80-95	70-85	35-50	10-25
			11-35	Clay loam, clay, silty clay loam	CH, MH	A-7	0	0	95-100	90-100	80-95	65-80	50-70	25-35
			35-80	Loam, clay loam	CL	A-6	0-1	0-2	95-100	90-98	75-90	50-75	30-40	12-20

Engineering Properties (MN)–Hennepin County, Minnesota														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>Pct</i>	<i>Pct</i>					<i>Pct</i>	
L41C2—Lester-Kilkenny complex, 6 to 10 percent slopes, moderately eroded														
Lester, moderately eroded	50	C	0-6	Loam	CL	A-6, A-7-6	0	0-5	95-99	84-98	72-91	52-68	32-44	13-19
			6-38	Clay loam, loam, sandy clay loam	CL	A-7-6	0-3	0-4	95-99	85-99	72-91	55-72	35-44	16-23
			38-79	Clay loam, loam	CL	A-6	0-3	0-4	95-99	86-99	74-95	54-72	28-40	11-20
Kilkenny, moderately eroded	35	D	0-7	Clay loam, silty clay loam, loam, silt loam	CL	A-7-6	0	0	100	100	89-100	68-85	37-56	17-29
			7-47	Silty clay loam, clay, clay loam	CH	A-7-6	0	0	100	100	89-100	69-85	46-59	25-33
			47-79	Clay loam, loam	CL	A-6	0-3	0-4	95-99	86-99	74-95	54-72	28-40	11-20

Engineering Properties (MN)---Hennepin County, Minnesota														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>Pct</i>	<i>Pct</i>					<i>Pct</i>	
L41D2—Lester-Kilkenny complex, 10 to 16 percent slopes, moderately eroded														
Lester, moderately eroded	50	C	0-6	Loam	CL	A-6, A-7-6	0	0-5	95-99	84-98	72-91	52-68	32-44	13-19
			6-38	Clay loam, loam, sandy clay loam	CL	A-7-6	0-3	0-4	95-99	85-99	72-91	55-72	35-44	16-23
			38-79	Clay loam, loam	CL	A-6	0-3	0-4	95-99	86-99	74-95	54-72	28-40	11-20
Kilkenny, moderately eroded	35	C	0-7	Clay loam, silty clay loam, loam, silt loam	CL	A-7-6	0	0	100	100	89-100	68-85	37-56	17-29
			7-47	Silty clay loam, clay, clay loam	CH	A-7-6	0	0	100	100	89-100	69-85	46-59	25-33
			47-79	Clay loam, loam	CL	A-6	0-3	0-4	95-99	86-99	74-95	54-72	28-40	11-20

Data Source Information

Soil Survey Area: Hennepin County, Minnesota
 Survey Area Data: Version 16, Jun 5, 2020

APPENDIX D

Basin Water Quality Volume Calculations

**GARAGES TOO - CORCORAN
SITE IMPROVEMENT PROJECT
FILTRATION WORKSHEET**

Requirements:

Filtration of runoff generated from a 1.1” rainfall over the applicable new impervious surface within 48 hours.

Step 1: Determine areas of impervious surfaces area and effective filtration area.

Proposed condition impervious surface area = 193,140 sf;
 Total existing condition impervious surface = 67,080 sf
 Existing impervious surface not being fully reconstructed = 52,160 sf
 Net increase of impervious surface = 140,980 sf

Effective Filtration Area = 4,870 sf
 Effective Filtration Area equals filtration basin footprint area of 1031.5 contour.

Step 2: Calculate water quality volume from increase of impervious surface generated by 1.0” runoff.

$$\begin{array}{rcl}
 140,980 \text{ sf} & \times & 1.0 \\
 \text{Net Increased} & & \text{Coefficient} \\
 \text{Impervious} & & \\
 \text{Surface Area} & &
 \end{array}
 \times
 \begin{array}{rcl}
 1.1 \text{ inch} & \times & 1 \text{ ft}/12 \text{ inch} \\
 \text{Rainfall} & &
 \end{array}
 =
 \begin{array}{r}
 \mathbf{12,923 \text{ cf}} \\
 \text{Volume} \\
 \text{Required to be} \\
 \text{Treated}
 \end{array}$$

Step 3: Calculate volume capacity of being filtrated on site in 48 hours. Use infiltration rate for Media Mix C soils = 1.63 in/hr.

$$\begin{array}{rcl}
 4,870 \text{ sf} & \times & 1.63 \text{ in/hr} \\
 \text{Effective} & & \text{Filtration} \\
 \text{Filtration} & & \text{Rate} \\
 \text{Area} & &
 \end{array}
 \times
 \begin{array}{rcl}
 48 \text{ hrs} & \times & 1 \text{ ft}/12 \text{ inch} \\
 & &
 \end{array}
 =
 \begin{array}{r}
 \mathbf{31,752 \text{ cf}} \\
 \text{Volume} \\
 \text{Capacity} \\
 \text{in 48 Hours}
 \end{array}$$

Step 4: Compare volume capacity to volume required to be treated.

$$\begin{array}{rcl}
 \mathbf{31,752 \text{ cf}} & > & \mathbf{14,474 \text{ cf}} & > & \mathbf{12,923 \text{ cf}} \\
 \text{Volume} & & \text{Volume} & & \text{Volume} \\
 \text{Capacity} & & \text{of Basin} & & \text{Required to} \\
 \text{in 48 Hours} & & \text{Storage} & & \text{be Treated}
 \end{array}$$

Basin storage = 1,836 cf in 18” of soil media (30% voids at average 4,080 sf) + 12,638 cf below invert of 933.00 in effective filtration area (see stage data)

*Garages Too Corcoran
Site Improvement Project
22400 State Highway No. 55
Corcoran, MN*

**STORM SEWER PIPE SIZE
ANALYSIS**

Prepared for:

Garages Too, LLC

Attn: Mr. Craig Scherber

305 Lakeview Ave.

Tonka Bay, MN 55331

Phone: (612) 612-810-8400

Prepared by:

Civil Engineering Site Design

PO Box 566

118 East Broadway St.

Monticello, MN 55362

Contact: Scott Dahlke.

Phone: (763) 314-0929

sdahlke@civilesd.com

April 20, 2021

Revised: 06/16/2021

Revised 09/07/2021

CESD Project # 00796

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Narrative

- Proposed Project
- Site Location
- Requirements
- Summary
- Certification

Pipe Size Calculation Tabulation (Rational Method)

- 10 yr Rainfall Event

Pipe Size Drainage Areas

- Drawing CB1 Storm Sewer Drainage Area Plan

NARRATIVE

PROPOSED PROJECT:

The project proposes building and site improvements for a self-storage facility consisting of multiple buildings with exterior access to all storage units. Site improvements include new buildings, pavement, utilities, a stormwater management basin, and associated site improvements.

The project proposes to collect the surface storm water runoff for the project site and convey storm water to a proposed storm water management filtration basin to the northeast part of the property.

SITE LOCATION:

The site is located at 22400 State Highway No. 55, northerly of State Highway 55, easterly of Pioneer Trail, and westerly of Rolling Hills Road in Corcoran, MN.

The project is in the SE 1/4 of SE 1/4, Section 32, Township 119, Range 23, Hennepin County, MN. Access to the site can be achieved by the private drive from State Highway 55.

REQUIREMENTS:

Stormwater management design for the project is subject to review by the City of Corcoran. Pipe size analysis for on-site storm drainage is required. According to the City of Corcoran regulations, the goal for the pipe size design is to control storm water runoff for the 10-year storm event using Minnesota DOT IDF curve rainfall data.

SUMMARY:

The attached pipe size calculation tabulations propose to satisfy the City of Corcoran requirements.

CERTIFICATION:

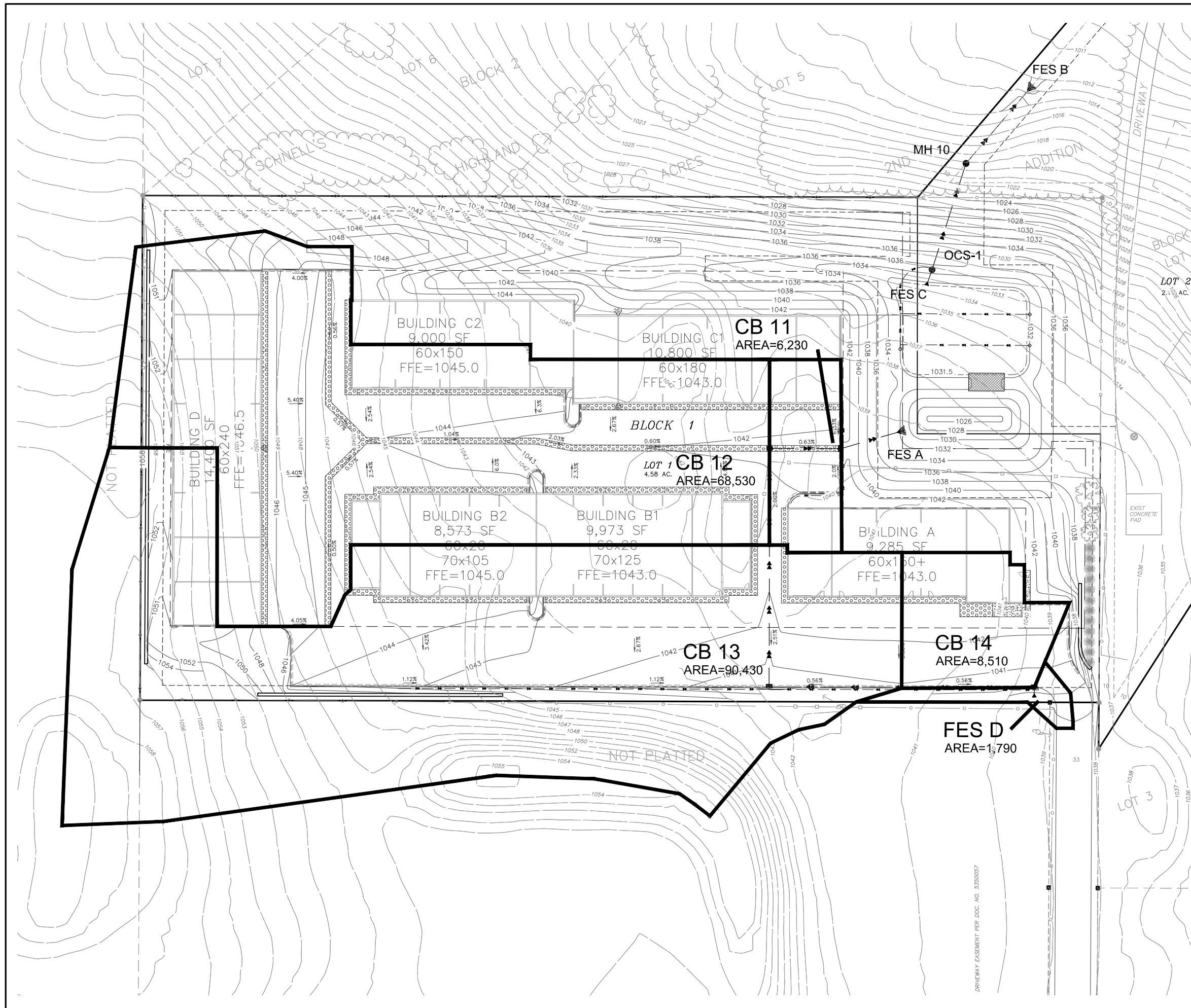
I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



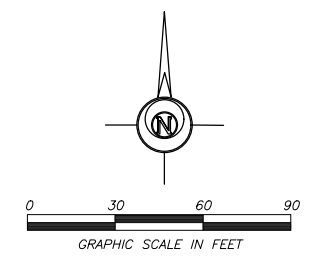
Scott Dahlke, P.E.

9/7/2021

Date



CLIENT:
GARAGES TOO, LLC
 305 Lakeview Ave.
 Tonka Bay, MN 55331
 Craig Scherber
 612-810-8400



- LEGEND:**
- Existing Contours
 - Existing Storm Sewer
 - Existing Water Main
 - Existing Sanitary Sewer
 - Existing Trees
 - Existing Bndy Line
 - Proposed Storm Sewer

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
 ENGINEERING DESIGN & SURVEYING
 6480 WAZYATA BLVD.
 MINNEAPOLIS, MN 55426

DATED: MARCH 11TH, 2021
 BENCHMARK:
 DISK "UMC"
 ELEV.=1046.20 (NGVD 29) MNDOT

**GARAGES TOO CORCORAN
 SITE IMPROVEMENT
 PROJECT**

**22400 State Highway No. 55
 Corcoran, Minnesota 55340**

STORM SEWER DRAINAGE AREA 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: 9/7/21 Reg. No. 24348
 PREPARED BY: **CIVIL ENGINEERING
 SITE DESIGN**
 118 East Broadway St.
 Monticello, MN 55362
 Phone: 763-314-0929
 www.civiledi.com

REVISIONS

DATE	BY	REVISION
06/16/21	SD	REVISED STORM SEWER
09/07/21	SD	CITY COMMENTS

HORIZONTAL SCALE 1 inch = 40 feet (FULL SIZE SHEET 24 X 36)	VERTICAL SCALE 1 inch = 4 feet
---	-----------------------------------

DATE 04/20/21	DRAWN BY SD	DESIGNED BY SD	CHECKED BY SD
---------------	-------------	----------------	---------------

FILE NO. 00796

CB1
 Storm Sewer Drainage
 Area Plan

Wetland Delineation

**Parcel ID 3211923440001 and 3211923440009, Corcoran
Hennepin County, MN**

Prepared for Craig Scherber, Scott Dahlke

**Prepared by:
Ag Wetland Services, Inc
P.O. Box 534
Waconia, MN 55387
320-291-4022**

*AG Wetland Services, Inc
July 8, 2021*

-1-

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Prepared for

Craig Scherber, Scott Dahlke

Prepared by

Jeremy J. Donabauer
AG Wetland Services, Inc
P.O. Box 534
Waconia, MN 55387
Phone: (320) 291-4022

DATE: July 8, 2021

TO: Craig Scherber, Scott Dahlke

FROM: Jeremy J. Donabauer
AG Wetland Services, Inc

SUBJECT: 6.71 ac +/- Section 32 Township 119, Range 23, Corcoran, Minnesota.

PURPOSE OF THE WETLAND DELINEATION REPORT

The purpose of this report is to describe the extent and location of wetlands occurring at the property located in Corcoran, Hennepin County, MN. The information herein was requested by Scott Dahlke and Craig Scherber. The wetland delineation was conducted at a level acceptable by the Local Government Unit.

LOCATION OF THE SITE

The site is located in Section 32, Township 119, Range 23, Corcoran, Minnesota.



SITE VISIT

The site was visited on July 8, 2021. The vegetation at this time was in the middle stages

of the growing season. The precipitation levels for this time of year were near or below normal. Jeremy J. Donabauer conducted the field delineation and delineation report.

WETLAND DELINEATION METHODOLOGY

The use of a multi-parameter approach (vegetation, soil and hydrology) was implemented to delineate a wetland occurring in Section 32, Township 119, Range 23, Corcoran, Minnesota.

The Routine On-Site Determination method, as described in the 1987 addition of the **Federal Manual for Identifying and Delineating Jurisdictional Wetlands**, was used to delineate the site. Wetlands were also classified according to **Wetlands and Deepwater Habitats of the United States** (FWS/OBS Pub 79/31; Cowardin et al. 1979) and **Wetlands of the United States** (USFWS Circular 39; Shaw and Fredine 1971). Areas that are dominated by hydrophytic vegetation, meet the hydric soils criteria, and exhibit indications of wetland hydrology are identified as wetland communities. These three technical criteria are mandatory and must be satisfied in making a wetland determination.

Field techniques consist of a main transect with a series of soil samples combined with vegetation data, and observations of hydrology to determine wetland boundaries. Each individual lath is generally associated with a series of soil probes (18 inches or greater in depth) that are taken in a line from obvious upland to obvious wetland. **Munsell Soil Color Charts** are used to determine soil chroma, mottle color and gleying color (when present). If the soil does not meet the hydric requirement, and the site lacks wetland hydrology and dominant hydric vegetation, another sample is taken 1-3 feet toward the wetland until all three requirements are met (under Normal and Undisturbed Conditions).

Wetland Plant Indicator Designations

OBLIGATE WETLAND (OBL): Species occurs almost always (estimated probability >99 %) in wetlands under natural conditions.

FACULTATIVE WETLAND (FACW): Species usually occurs in wetlands (estimated probability 67 to 99 %) but occasionally found in non-wetlands.

FACULTATIVE (FAC): Species equally likely to occur in wetlands and non-wetlands (estimated probability 34 to 64%).

FACULTATIVE UPLAND (FACU): Species usually occurs in non-wetlands (estimated probability 67 to 99 %) but occasionally found in wetlands (estimated probability 1 to 33%).

OBLIGATE UPLAND (UPL): Species occurs almost always (estimated probability >99 %) in non-wetlands under natural conditions.

For an area to be a jurisdictional wetland, more than 50 percent of the dominant vegetation from all strata (Herbaceous, Shrub, Sapling, Tree, and Vine) must be OBL, FACW, and/or FAC, under normal and undisturbed conditions.

Vegetative Dominance and Strata

Dominance refers strictly to the spatial extent of a species that is directly discernible in the field. The most abundant plant species that immediately exceeds 50 percent of the total dominance for a given stratum, plus any additional species comprising 20 percent or more of the total are considered dominant plant species for that stratum. Strata for which dominants are determined include:

1. Tree - >5 inches DBH and 20 feet or taller.
2. Sapling - 0.4 to <5 inches DBH and 20 ft or taller.
3. Shrub - 3 to 20 feet tall including multistemmed, bushy shrubs, trees and saplings
4. Vines - includes all woody vines.
5. Herb - includes all herbaceous plants (grass, sedge, forbs, ferns, etc.)

SUMMARY

Wetlands on-site were identified and delineated following the 1987 Corps of Engineers Wetlands Delineation Manual as required by the Wetland Conservation Act of 1991 and the Corps of Engineers regulatory program under section 404 of the Clean Water Act.

Delineation Summary

The project site is comprised of an area located in Corcoran, Hennepin County, MN for the purpose of defining the wetland boundaries. Two wetlands have been delineated and a map is included below. A site location map is included as Figure 1. Copies of the National Wetland Inventory (NWI), Hennepin County Soil Survey maps and LIDAR maps for the area of the project site are included. Figure 4 represents the approximate wetland boundary lines delineated as part of this project in an air photo. The boundaries have been flagged with pin-flags and labeled A-1 through A-10 and B-1 through B-11. Once approved, the flags will be located by a surveyor for permanent record.

Wetland A and Transect A



At the transect of wetland line A and the point of TA the wetland consists of a Type 2, wet meadow wetland. The contour rises into the upland community on a concave slope and the wetland edge follows a contour change and rises generally from the center of the wetland equally throughout the wetland. This can be seen in greater detail on the LiDAR contour map provided in the report.

Wetland B and Transect B



At the transect of wetland line B and the point of TB the wetland consists of a Type 2, wet meadow wetland. The contour rises into the upland community on a concave slope and the wetland edge follows a contour change and rises generally from the center of the wetland equally throughout the wetland. This can be seen in greater detail on the LiDAR contour map provided in the report.

Review Area



1983 Photo

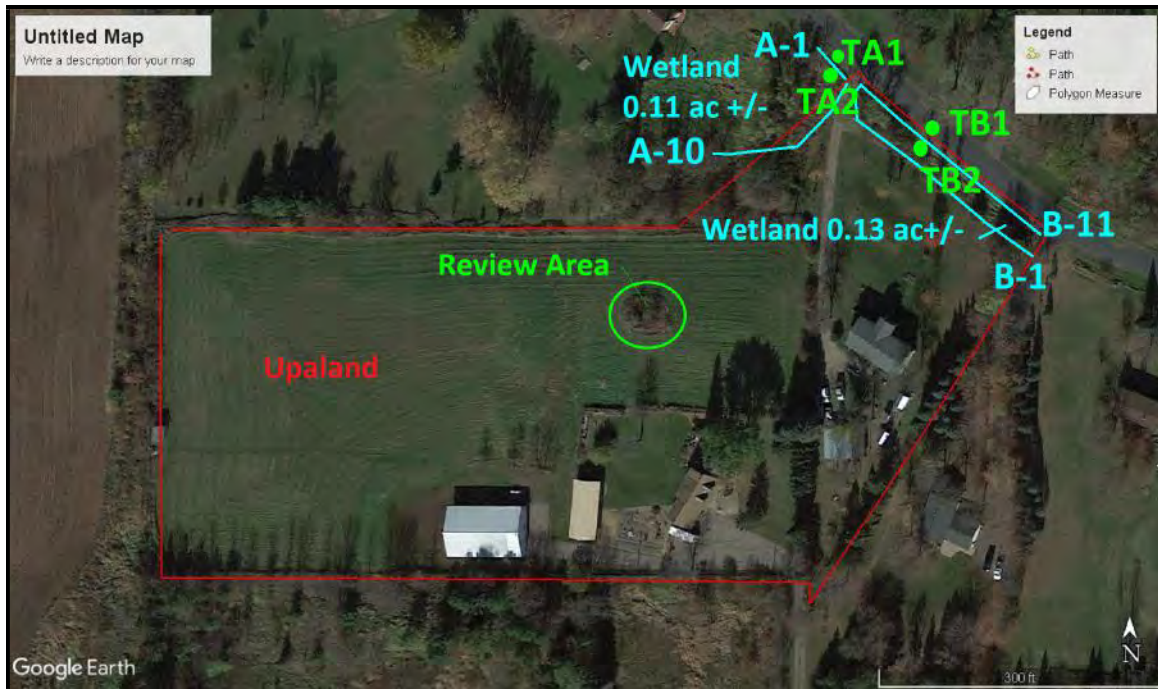


1986 Photo



Review Area consists of an excavated pond that is approximately five feet deep wholly constructed in upland. When reviewing air photos overlain, it is apparent that this pond was constructed sometime in the 1980's. An air photo showing the site before excavation is included below as well as photo of the pond from the site visit.

Approximate Wetland Delineation Line



The site was investigated/delineated by:
AG Wetland Services, Inc

Jeremy J. Donabauer



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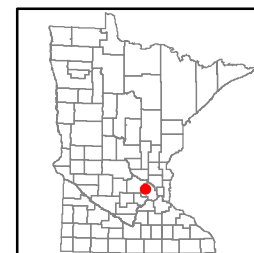
The State of Minnesota assumes no responsibility for loss or damage incurred as a result of any user reliance on this data. All maps and other material provided herein are protected by copyright.

Extreme care was used during the compilation of this product. However, due to changes in ownership and the need to rely on outside information, errors or omissions may exist. If you should discover an oversight, we encourage you to let us know by calling the DNR at 1-888-646-6367 or by e-mail at info.dnr@state.mn.us.

Note: Elevation images and contours were generated from LiDAR derived elevation surfaces acquired 2007-2012.



Scale: 1:4,224










Created on 7/7/2021



July 7, 2021

Wetlands

- | | | | | | |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland |  | Lake |
|  | Estuarine and Marine Wetland |  | Freshwater Forested/Shrub Wetland |  | Other |
| | |  | Freshwater Pond |  | Riverine |

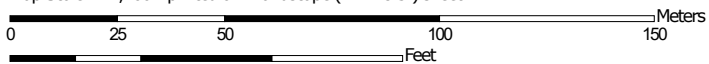
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Hydric Rating by Map Unit—Hennepin County, Minnesota



Soil Map may not be valid at this scale.

Map Scale: 1:1,760 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84









MAP LEGEND

Area of Interest (AOI)







 Area of Interest (AOI)

Soils







Soil Rating Polygons

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available


Soil Rating Lines

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available






Soil Rating Points

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hennepin County, Minnesota
 Survey Area Data: Version 16, Jun 5, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 11, 2020—May 19, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
L22C2	Lester loam, 6 to 10 percent slopes, moderately eroded	2	0.2	2.4%
L35A	Lerdal loam, 1 to 3 percent slopes	15	0.4	4.4%
L36A	Hamel, overwash-Hamel complex, 0 to 3 percent slopes	45	1.0	9.7%
L37B	Angus loam, 2 to 6 percent slopes	5	0.3	3.2%
L40B	Angus-Kilkenny complex, 2 to 6 percent slopes	5	2.6	26.1%
L41C2	Lester-Kilkenny complex, 6 to 10 percent slopes, moderately eroded	5	2.4	23.3%
L41D2	Lester-Kilkenny complex, 10 to 16 percent slopes, moderately eroded	5	3.1	30.9%
Totals for Area of Interest			10.1	100.0%

Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

Rating Options

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Scherber City/County: Hennepin Sampling Date: 7/8/21
 Applicant/Owner: Scott Dahlke, Craig Scherber State: MN Sampling Point: TA1
 Investigator(s): Jeremy Donabauer Section, Township, Range: S. 32, T 119, R23
 Landform (hillslope, terrace, etc.): slight hillslope Local relief (concave, convex, none): concave
 Slope (%): 1 Lat: 45.04.05.47 Long: 93.36.27.81 Datum: google earth
 Soil Map Unit Name Hamel NWI Classification: None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic?

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present? <u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

VEGETATION -- Use scientific names of plants.

<u>Tree Stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet	
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	Number of Dominant Species that are OBL, FACW, or FAC: <u>1</u> (A)	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	Total Number of Dominant Species Across all Strata: <u>1</u> (B)	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>		
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>		
<u>0</u> = Total Cover					
<u>Sapling/Shrub stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Prevalence Index Worksheet	
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	Total % Cover of:	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	OBL species <u>0</u> x 1 = <u>0</u>	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	FACW species <u>100</u> x 2 = <u>200</u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	FAC species <u>0</u> x 3 = <u>0</u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	FACU species <u>0</u> x 4 = <u>0</u>	
<u>0</u> = Total Cover				UPL species <u>0</u> x 5 = <u>0</u>	
				Column totals <u>100</u> (A) <u>200</u> (B)	
				Prevalence Index = B/A = <u>2.00</u>	
<u>Herb stratum</u> (Plot size: <u>5</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators:	
1 <u>Phalaris arundinacea</u>	<u>90</u>	<u>Y</u>	<u>FACW</u>	<u> </u> Rapid test for hydrophytic vegetation	
2 <u>Carex tenera</u>	<u>10</u>	<u>N</u>	<u>FACW</u>	<u>X</u> Dominance test is >50%	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>X</u> Prevalence index is ≤3.0*	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	Problematic hydrophytic vegetation* (explain)	
6 <u> </u>	<u> </u>	<u> </u>	<u> </u>	*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic	
7 <u> </u>	<u> </u>	<u> </u>	<u> </u>		
8 <u> </u>	<u> </u>	<u> </u>	<u> </u>		
9 <u> </u>	<u> </u>	<u> </u>	<u> </u>		
10 <u> </u>	<u> </u>	<u> </u>	<u> </u>		
<u>100</u> = Total Cover					
<u>Woody vine stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present? <u>Y</u>	
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>		
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>		
<u>0</u> = Total Cover					

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: TA1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-24	10 y/r 21	90	10 y/r 5/6	10	C	PL	Sandy clay loam	redox

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- Histisol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- Coast Prairie Redox (A16) (LRR K, L, R)
- Dark Surface (S7) (LRR K, L)
- Iron-Manganese Masses (F12) (LRR K, L, R)
- Very Shallow Dark Surface (TF12)
- Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: 0
 Depth (inches): 0

Hydric soil present? Y

Remarks: mix/filled soil

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

- | | | |
|--|---|--|
| <input type="checkbox"/> Surface Water (A1) | <input type="checkbox"/> Aquatic Fauna (B13) | <input type="checkbox"/> Surface Soil Cracks (B6) |
| <input type="checkbox"/> High Water Table (A2) | <input type="checkbox"/> True Aquatic Plants (B14) | <input checked="" type="checkbox"/> Drainage Patterns (B10) |
| <input checked="" type="checkbox"/> Saturation (A3) | <input type="checkbox"/> Hydrogen Sulfide Odor (C1) | <input type="checkbox"/> Dry-Season Water Table (C2) |
| <input type="checkbox"/> Water Marks (B1) | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Crayfish Burrows (C8) |
| <input type="checkbox"/> Sediment Deposits (B2) | <input type="checkbox"/> Presence of Reduced Iron (C4) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3) | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input type="checkbox"/> Stunted or Stressed Plants (D1) |
| <input type="checkbox"/> Algal Mat or Crust (B4) | <input type="checkbox"/> Thin Muck Surface (C7) | <input checked="" type="checkbox"/> Geomorphic Position (D2) |
| <input type="checkbox"/> Iron Deposits (B5) | <input type="checkbox"/> Gauge or Well Data (D9) | <input checked="" type="checkbox"/> FAC-Neutral Test (D5) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Other (Explain in Remarks) | |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) | | |
| <input type="checkbox"/> Water-Stained Leaves (B9) | | |

Field Observations:

Surface water present? Yes No Depth (inches):
 Water table present? Yes No Depth (inches): 10
 Saturation present? Yes No Depth (inches): 10
 (includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Scherber City/County: Hennepin Sampling Date: 7/8/21
 Applicant/Owner: Scott Dahlke, Brian Derosier State: MN Sampling Point: TA2
 Investigator(s): Jeremy Donabauer Section, Township, Range: S. 32, T 119, R23
 Landform (hillslope, terrace, etc.): slight hillslope Local relief (concave, convex, none): concave
 Slope (%): 1 Lat: 45.04.05.47 Long: 93.36.28.81 Datum: google earth
 Soil Map Unit Name Lester Kilkenny NWI Classification: None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic?

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>N</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

VEGETATION -- Use scientific names of plants.

<u>Tree Stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across all Strata: <u>3</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>33.33%</u> (A/B)
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>0</u> = Total Cover				
<u>Sapling/Shrub stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>20</u> x 3 = <u>60</u> FACU species <u>80</u> x 4 = <u>320</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>100</u> (A) <u>380</u> (B) Prevalence Index = B/A = <u>3.80</u>
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>0</u> = Total Cover				
<u>Herb stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators: <u> </u> Rapid test for hydrophytic vegetation <u> </u> Dominance test is >50% <u> </u> Prevalence index is ≤3.0* <u> </u> Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic hydrophytic vegetation* (explain)
1 <u>Taraxacum officinale</u>	<u>60</u>	<u>Y</u>	<u>FACU</u>	
2 <u>Poa pratensis</u>	<u>20</u>	<u>Y</u>	<u>FAC</u>	
3 <u>Glechoma hederacea</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
6 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
7 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
8 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
9 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
10 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>100</u> = Total Cover				
<u>Woody vine stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present? <u>N</u> <small>*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic</small>
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>0</u> = Total Cover				

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: TA2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-2	10 yr 3/2	100					Sandy clay Loam	
16-20	10 yr 4/4	100					Loam	mix/filled

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- Histisol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- Coast Prairie Redox (A16) (LRR K, L, R)
- Dark Surface (S7) (LRR K, L)
- Iron-Manganese Masses (F12) (LRR K, L, R)
- Very Shallow Dark Surface (TF12)
- Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: 0
 Depth (inches): 0

Hydric soil present? N

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

- | | | |
|--|---|--|
| <input type="checkbox"/> Surface Water (A1) | <input type="checkbox"/> Aquatic Fauna (B13) | <input type="checkbox"/> Surface Soil Cracks (B6) |
| <input type="checkbox"/> High Water Table (A2) | <input type="checkbox"/> True Aquatic Plants (B14) | <input type="checkbox"/> Drainage Patterns (B10) |
| <input type="checkbox"/> Saturation (A3) | <input type="checkbox"/> Hydrogen Sulfide Odor (C1) | <input type="checkbox"/> Dry-Season Water Table (C2) |
| <input type="checkbox"/> Water Marks (B1) | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Crayfish Burrows (C8) |
| <input type="checkbox"/> Sediment Deposits (B2) | <input type="checkbox"/> Presence of Reduced Iron (C4) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3) | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input type="checkbox"/> Stunted or Stressed Plants (D1) |
| <input type="checkbox"/> Algal Mat or Crust (B4) | <input type="checkbox"/> Thin Muck Surface (C7) | <input type="checkbox"/> Geomorphic Position (D2) |
| <input type="checkbox"/> Iron Deposits (B5) | <input type="checkbox"/> Gauge or Well Data (D9) | <input type="checkbox"/> FAC-Neutral Test (D5) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Other (Explain in Remarks) | |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) | | |
| <input type="checkbox"/> Water-Stained Leaves (B9) | | |

Field Observations:

Surface water present? Yes No Depth (inches): _____
 Water table present? Yes No Depth (inches): _____
 Saturation present? (includes capillary fringe) Yes No Depth (inches): _____

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Scherber City/County: Hennepin Sampling Date: 7/8/21
 Applicant/Owner: Scott Dahlke, Craig Scherber State: MN Sampling Point: TB1
 Investigator(s): Jeremy Donabauer Section, Township, Range: S. 32, T 119, R23
 Landform (hillslope, terrace, etc.): slight hillslope Local relief (concave, convex, none): concave
 Slope (%): 1 Lat: 45.04.05.47 Long: 93.36.27.81 Datum: google earth
 Soil Map Unit Name Hamel NWI Classification: None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic?

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present? <u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

VEGETATION -- Use scientific names of plants.

<u>Tree Stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across all Strata: <u>1</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>0</u> = Total Cover				
<u>Sapling/Shrub stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators: <u> </u> Rapid test for hydrophytic vegetation <u>X</u> Dominance test is >50% <u>X</u> Prevalence index is ≤3.0* <u> </u> Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic hydrophytic vegetation* (explain) <small>*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic</small>
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>0</u> = Total Cover				
<u>Herb stratum</u> (Plot size: <u>5</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present? <u>Y</u>
1 <u>Phalaris arundinacea</u>	<u>100</u>	<u>Y</u>	<u>FACW</u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
6 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
7 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
8 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
9 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>100</u> = Total Cover				
<u>Woody vine stratum</u> (Plot size: <u> </u>)	Absolute % Cover	Dominant Species	Indicator Status	
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>0</u> = Total Cover				

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: TB1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-24	10 y/r 21	90	10 y/r 5/6	10	C	PL	Sandy clay loam	redox

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- Histisol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- Coast Prairie Redox (A16) (LRR K, L, R)
- Dark Surface (S7) (LRR K, L)
- Iron-Manganese Masses (F12) (LRR K, L, R)
- Very Shallow Dark Surface (TF12)
- Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: 0
Depth (inches): 0

Hydric soil present? Y

Remarks: mix/fill

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

- | | | |
|--|---|--|
| <input type="checkbox"/> Surface Water (A1) | <input type="checkbox"/> Aquatic Fauna (B13) | <input type="checkbox"/> Surface Soil Cracks (B6) |
| <input type="checkbox"/> High Water Table (A2) | <input type="checkbox"/> True Aquatic Plants (B14) | <input checked="" type="checkbox"/> Drainage Patterns (B10) |
| <input checked="" type="checkbox"/> Saturation (A3) | <input type="checkbox"/> Hydrogen Sulfide Odor (C1) | <input type="checkbox"/> Dry-Season Water Table (C2) |
| <input type="checkbox"/> Water Marks (B1) | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Crayfish Burrows (C8) |
| <input type="checkbox"/> Sediment Deposits (B2) | <input type="checkbox"/> Presence of Reduced Iron (C4) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3) | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input type="checkbox"/> Stunted or Stressed Plants (D1) |
| <input type="checkbox"/> Algal Mat or Crust (B4) | <input type="checkbox"/> Thin Muck Surface (C7) | <input checked="" type="checkbox"/> Geomorphic Position (D2) |
| <input type="checkbox"/> Iron Deposits (B5) | <input type="checkbox"/> Gauge or Well Data (D9) | <input checked="" type="checkbox"/> FAC-Neutral Test (D5) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Other (Explain in Remarks) | |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) | | |
| <input type="checkbox"/> Water-Stained Leaves (B9) | | |

Field Observations:

Surface water present? Yes No Depth (inches):
 Water table present? Yes No Depth (inches): 10
 Saturation present? Yes No Depth (inches): 10
 (includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Scherber City/County: Hennepin Sampling Date: 7/8/21
 Applicant/Owner: Scott Dahlke, Brian Derosier State: MN Sampling Point: TB2
 Investigator(s): Jeremy Donabauer Section, Township, Range: S. 32, T 119, R23
 Landform (hillslope, terrace, etc.): slight hillslope Local relief (concave, convex, none): concave
 Slope (%): 1 Lat: 45.04.05.47 Long: 93.36.28.81 Datum: google earth
 Soil Map Unit Name Lester Kilkenny NWI Classification: None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic?

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>N</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: _____
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

VEGETATION -- Use scientific names of plants.

<u>Tree Stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet	
1 _____	_____	_____	_____	Number of Dominant Species that are OBL, FACW, or FAC: <u>1</u> (A)	
2 _____	_____	_____	_____	Total Number of Dominant Species Across all Strata: <u>2</u> (B)	
3 _____	_____	_____	_____	Percent of Dominant Species that are OBL, FACW, or FAC: <u>50.00%</u> (A/B)	
4 _____	_____	_____	_____		
5 _____	_____	_____	_____		
<u>0</u> = Total Cover					
<u>Sapling/Shrub stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species	Indicator Status	Prevalence Index Worksheet	
1 _____	_____	_____	_____	Total % Cover of:	
2 _____	_____	_____	_____	OBL species <u>0</u> x 1 = <u>0</u>	
3 _____	_____	_____	_____	FACW species <u>0</u> x 2 = <u>0</u>	
4 _____	_____	_____	_____	FAC species <u>30</u> x 3 = <u>90</u>	
5 _____	_____	_____	_____	FACU species <u>70</u> x 4 = <u>280</u>	
<u>0</u> = Total Cover				UPL species <u>0</u> x 5 = <u>0</u>	
				Column totals <u>100</u> (A) <u>370</u> (B)	
				Prevalence Index = B/A = <u>3.70</u>	
<u>Herb stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators:	
1 <u>Taraxacum officinale</u>	<u>60</u>	<u>Y</u>	<u>FACU</u>	<u> </u> Rapid test for hydrophytic vegetation	
2 <u>Poa pratensis</u>	<u>30</u>	<u>Y</u>	<u>FAC</u>	<u> </u> Dominance test is >50%	
3 <u>Glechoma hederacea</u>	<u>10</u>	<u>N</u>	<u>FACU</u>	<u> </u> Prevalence index is ≤3.0*	
4 _____	_____	_____	_____	<u> </u> Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)	
5 _____	_____	_____	_____	<u> </u> Problematic hydrophytic vegetation* (explain)	
6 _____	_____	_____	_____		
7 _____	_____	_____	_____		
8 _____	_____	_____	_____		
9 _____	_____	_____	_____		
10 _____	_____	_____	_____		
<u>100</u> = Total Cover					
<u>Woody vine stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present? <u>N</u>	
1 _____	_____	_____	_____		
2 _____	_____	_____	_____		
<u>0</u> = Total Cover					

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: TB2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-3	10 yr 3/2	100					Sandy clay Loam	
3-20	10 yr 4/4	100					Loam	mix/fill

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

<p>Hydric Soil Indicators:</p> <p><input type="checkbox"/> Histisol (A1)</p> <p><input type="checkbox"/> Histic Epipedon (A2)</p> <p><input type="checkbox"/> Black Histic (A3)</p> <p><input type="checkbox"/> Hydrogen Sulfide (A4)</p> <p><input type="checkbox"/> Stratified Layers (A5)</p> <p><input type="checkbox"/> 2 cm Muck (A10)</p> <p><input type="checkbox"/> Depleted Below Dark Surface (A11)</p> <p><input type="checkbox"/> Thick Dark Surface (A12)</p> <p><input type="checkbox"/> Sandy Mucky Mineral (S1)</p> <p><input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)</p>	<p><input type="checkbox"/> Sandy Gleyed Matrix (S4)</p> <p><input type="checkbox"/> Sandy Redox (S5)</p> <p><input type="checkbox"/> Stripped Matrix (S6)</p> <p><input type="checkbox"/> Loamy Mucky Mineral (F1)</p> <p><input type="checkbox"/> Loamy Gleyed Matrix (F2)</p> <p><input type="checkbox"/> Depleted Matrix (F3)</p> <p><input type="checkbox"/> Redox Dark Surface (F6)</p> <p><input type="checkbox"/> Depleted Dark Surface (F7)</p> <p><input type="checkbox"/> Redox Depressions (F8)</p>	<p>Indicators for Problematic Hydric Soils:</p> <p><input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R)</p> <p><input type="checkbox"/> Dark Surface (S7) (LRR K, L)</p> <p><input type="checkbox"/> Iron-Manganese Masses (F12) (LRR K, L, R)</p> <p><input type="checkbox"/> Very Shallow Dark Surface (TF12)</p> <p><input type="checkbox"/> Other (explain in remarks)</p>
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*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

<p>Restrictive Layer (if observed):</p> <p>Type: <u> 0 </u></p> <p>Depth (inches): <u> 0 </u></p>	<p>Hydric soil present? <u> N </u></p>
--	---

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:		
<p><u>Primary Indicators (minimum of one is required; check all that apply)</u></p> <p><input type="checkbox"/> Surface Water (A1)</p> <p><input type="checkbox"/> High Water Table (A2)</p> <p><input type="checkbox"/> Saturation (A3)</p> <p><input type="checkbox"/> Water Marks (B1)</p> <p><input type="checkbox"/> Sediment Deposits (B2)</p> <p><input type="checkbox"/> Drift Deposits (B3)</p> <p><input type="checkbox"/> Algal Mat or Crust (B4)</p> <p><input type="checkbox"/> Iron Deposits (B5)</p> <p><input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)</p> <p><input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)</p> <p><input type="checkbox"/> Water-Stained Leaves (B9)</p>	<p><u>Secondary Indicators (minimum of two required)</u></p> <p><input type="checkbox"/> Aquatic Fauna (B13)</p> <p><input type="checkbox"/> True Aquatic Plants (B14)</p> <p><input type="checkbox"/> Hydrogen Sulfide Odor (C1)</p> <p><input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)</p> <p><input type="checkbox"/> Presence of Reduced Iron (C4)</p> <p><input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)</p> <p><input type="checkbox"/> Thin Muck Surface (C7)</p> <p><input type="checkbox"/> Gauge or Well Data (D9)</p> <p><input type="checkbox"/> Other (Explain in Remarks)</p>	<p><input type="checkbox"/> Surface Soil Cracks (B6)</p> <p><input type="checkbox"/> Drainage Patterns (B10)</p> <p><input type="checkbox"/> Dry-Season Water Table (C2)</p> <p><input type="checkbox"/> Crayfish Burrows (C8)</p> <p><input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)</p> <p><input type="checkbox"/> Stunted or Stressed Plants (D1)</p> <p><input type="checkbox"/> Geomorphic Position (D2)</p> <p><input type="checkbox"/> FAC-Neutral Test (D5)</p>

<p>Field Observations:</p> <p>Surface water present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u> </u></p> <p>Water table present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u> </u></p> <p>Saturation present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): <u> </u></p> <p>(includes capillary fringe)</p>	<p>Indicators of wetland hydrology present? <u> N </u></p>
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Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit: City of Corcoran	County: Hennepin
Applicant Name: Scherber & Associates, Craig Scherber, Scott Dahlke	
Applicant Representative: Jeremy Donabauer – AG Wetland Services, Inc.	
Project Name: Garages Too – Scherber/Dahlke Wetland	LGU Project No. (if any):
Date Complete Application Received by LGU: 07/09/2021	
Date of LGU Decision: 08/2/2021	
Date this Notice was Sent: 08/11/2021	

WCA Decision Type - check all that apply

<input checked="" type="checkbox"/> Wetland Boundary/Type	<input type="checkbox"/> Sequencing	<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Bank Plan (not credit purchase)
<input checked="" type="checkbox"/> No-Loss (8420.0415)	<input type="checkbox"/> Exemption (8420.0420)		
Part: <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H		Subpart: <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area: Click here to enter text.
Wetland Replacement Type: <input type="checkbox"/> Project Specific Credits: <input type="checkbox"/> Bank Credits:
Bank Account Number(s): Click here to enter text.

Technical Evaluation Panel Findings and Recommendations (attach if any) (See attached Findings)

<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve w/Conditions <input type="checkbox"/> Deny <input type="checkbox"/> No TEP Recommendation
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LGU Decision

<input type="checkbox"/> Approved with Conditions (specify below) ¹ List Conditions:	<input checked="" type="checkbox"/> Approved ¹	<input type="checkbox"/> Denied
Decision-Maker for this Application: <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Governing Board/Council <input type="checkbox"/> Other:		
Decision is valid for: <input checked="" type="checkbox"/> 5 years (default) <input type="checkbox"/> Other (specify):		

¹ *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision¹.

<input type="checkbox"/> Attachment(s) (specify):
<input checked="" type="checkbox"/> Summary: On behalf of the Applicant, Jeremy Donabauer (AG Wetland Services) submitted a wetland delineation report for the approximately 6.71-acre subject property located across two parcels at 6315 Horseshoe Bend Drive in the City of Corcoran. Two wetlands and one incidental wetland (“Area 1”) were delineated on the site. TEP members Lucas Mueller (LGU) and Ben Carlson (BWSR) conducted a field review of the property on July 19, 2021. Area 1 was determined to be an incidental wetland based on a review of historical aerial photos showing the basin to be excavated in a previously upland area and thus qualifies for the No Loss criteria, Part A. The TEP agreed with the wetland type and boundaries as delineated by Jeremy Donabauer on July 8, 2021 as well as the No Loss determination.

The TEP recommends the approval of the Wetland Boundary/Type Application as submitted by AG Wetland Services on 7/9/2021 and the No Loss Application submitted on 7/28/2021.

¹ Findings must consider any TEP recommendations.

Attached Project Documents

Site Location Map Project Plan(s)/Descriptions/Reports (specify):

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for \$500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

Yes¹ No

¹If yes, all appeals must first be considered via the local appeals process.

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

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Notice Distribution (include name)

Required on all notices:

<input checked="" type="checkbox"/> SWCD TEP Member: Stacey Lijewski, Hennepin SWCD	<input checked="" type="checkbox"/> BWSR TEP Member: Ben Carlson
<input checked="" type="checkbox"/> LGU TEP Member (if different than LGU contact): Wes Boll, Wenck (now part of Stantec)	
<input checked="" type="checkbox"/> DNR Representative: Lucas Youngsma	
<input checked="" type="checkbox"/> Watershed District or Watershed Mgmt. Org.: Elm Creek Watershed District	
<input checked="" type="checkbox"/> Applicant: Craig Scherber, Scott Dahlke (cescherber@yahoo.com, sdahlke@civilesd.com)	
<input checked="" type="checkbox"/> Agent/Consultant: Jeremy Donabauer – AG Wetland Services, Inc. (jeremydonabauer@hotmail.com)	

Optional or As Applicable:

<input checked="" type="checkbox"/> Corps of Engineers: usace_requests_mn@usace.army.mil
<input type="checkbox"/> BWSR Wetland Mitigation Coordinator (required for bank plan applications only):
<input type="checkbox"/> Members of the Public (notice only): <input type="checkbox"/> Other:

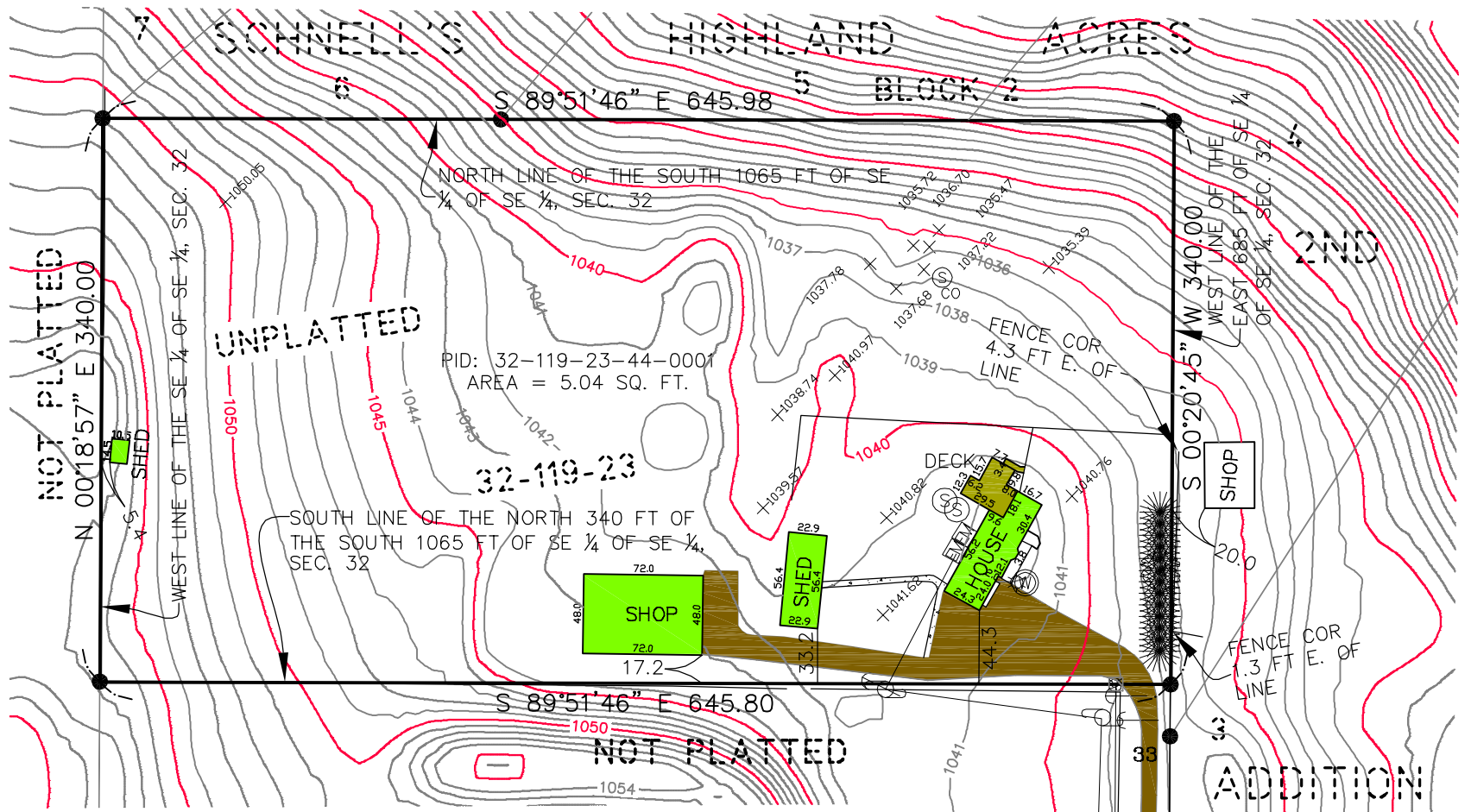
Signature: 	Date: 8/11/2021
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This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

CERTIFICATE OF SURVEY

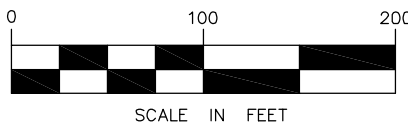
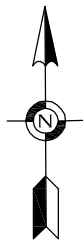
-for-
CRAIG SCHERBER

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



LEGEND

- DENOTES FOUND PROPERTY IRON
- ⊕ DENOTES SET WOOD LATH
- ⊙ DENOTES SEPTIC TANK MANHOLE
- ⊙ DENOTES SEPTIC CLEANOUT
- ⊕ DENOTES ELECTRIC METER
- ⊙ DENOTES LIGHT POLE
- ⊙ DENOTES WELL
- ⊙ DENOTES TELEPHONE PEDESTAL
- ⊙ DENOTES TELEPHONE PEDESTAL
- ⊙ DENOTES POWER POLE
- ⊙ DENOTES CONIFEROUS TREE
- DENOTES CHAINLINK FENCE
- DENOTES WOOD FENCE
- DENOTES BITUMINOUS SURFACE
- DENOTES EXISTING BUILDINGS
- DENOTES EXISTING DECK
- DENOTES CONCRETE SURFACE
- 999 DENOTES EXISTING CONTOUR LINE
- x999.99 DENOTES EASEMENT LINE
- x999.99 DENOTES EXISTING SPOT ELEVATION



NOTES

1. THE BASIS OF THE BEARING SYSTEM IS BASED ON HENNEPIN COUNTY COORDINATE SYSTEM.
2. CONTRACTOR MUST VERIFY PROPOSED ELEVATIONS.
3. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED ON THIS LOT BY THE SURVEYOR.
4. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
5. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION.
6. CONTOURS SHOWN ARE PER MNDNR LIDAR DATA (NAVD 88).

PROPERTY LOCATION: 22400 STATE HIGHWAY 55, HAMEL, MN 55340

NO.	DATE	DESCRIPTION	BY



ENGINEERING DESIGN & SURVEYING
 6480 Wayzata Blvd. Minneapolis, MN 55426
 OFFICE: (763) 545-2800 FAX: (763) 545-2801
 EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS SURVEY 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.

Vlad Sivriver DATED: 3/11/2021
 VLADIMIR SIVRIVER L.S. NO. 25105

FIELD WORK DATE:
2/28/21

DRAWN BY: CG

JOB NO. 21-012

FIELD BOOK NO.:

CHECKED BY: VS

SHEET NO. 1 OF 2

LEGAL DESCRIPTION

-for-

CRAIG SCHERBER

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166

PID 32-119-23-44-00012

SECTION 32

TOWNSHIP 119

RANGE 23

LEGAL DESCRIPTION

That part of the North 340 feet of the South 1065 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 119 North, Range 23, West of the 5th Principal Meridian, lying West of the East 685 feet thereof, Hennepin County, Minnesota.
Together with an easement for driveway purposes over the Easterly 33 feet of that part of the South 725 feet of the Southeast Quarter of the Southeast Quarter of Section 32; Township 119 North, Range 23, and that part of Government Lot 1, Section 5, Township 118 North, Range 23, West of the 5th Principle Meridian, lying Northerly of the centerline of State Highway No. 55 and Westerly of the following described line: Beginning at the intersection of the North line of said 725 feet with the West line of said East 685 feet of said Southeast Quarter of the Southeast Quarter; thence South along said West line to a point thereon distant 250 feet North of the South line of said Southeast Quarter of the Southeast Quarter, said distance being measured along said West line; thence deflecting right 11 degrees 18 minutes to said centerline, and there ending.

ZONING

ZONING: UR = URBAN RESERVE

REFERENCE BENCHNARK

ELEVATION = 1046.20 (NGVD 29) MNDOT
DISK "UMC"

EXISTING HARDCOVER

EXISTING HOUSE	1,744 SQ. FT.
EXISTING DECK	703 SQ. FT.
EXISTING SHOP	3,457 SQ. FT.
EXISTING SHED	1,289 SQ. FT.
EXISTING CONCRETE SURFACE	412 SQ. FT.
EXISTING BITUMINOUS SURFACE	690 SQ. FT.
TOTAL IMPERVIOUS AREA	8,295 SQ. FT.
TOTAL LOT AREA	219,599 SQ. FT.
EXISTING HARDCOVER	3.8 %

NOTES

1. THE BASIS OF THE BEARING SYSTEM IS BASED ON HENNEPIN COUNTY COORDINATE SYSTEM.
2. CONTRACTOR MUST VERIFY PROPOSED ELEVATIONS.
3. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED ON THIS LOT BY THE SURVEYOR.
4. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
5. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION.
6. CONTOURS SHOWN ARE PER MNDNR LIDAR DATA (NAVD 88).

POPERTY LOCATION: 22400 STATE HIGHWAY 55, HAMEL, MN 55340

NO.	DATE	DESCRIPTION	BY



ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS SURVEY 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.

Vlad Sivriver DATED: 3/11/2021
VLADIMIR SIVRIVER L.S. NO. 25105

FIELD WORK DATE:
2/28/21

DRAWN BY: CG

JOB NO. 21-012

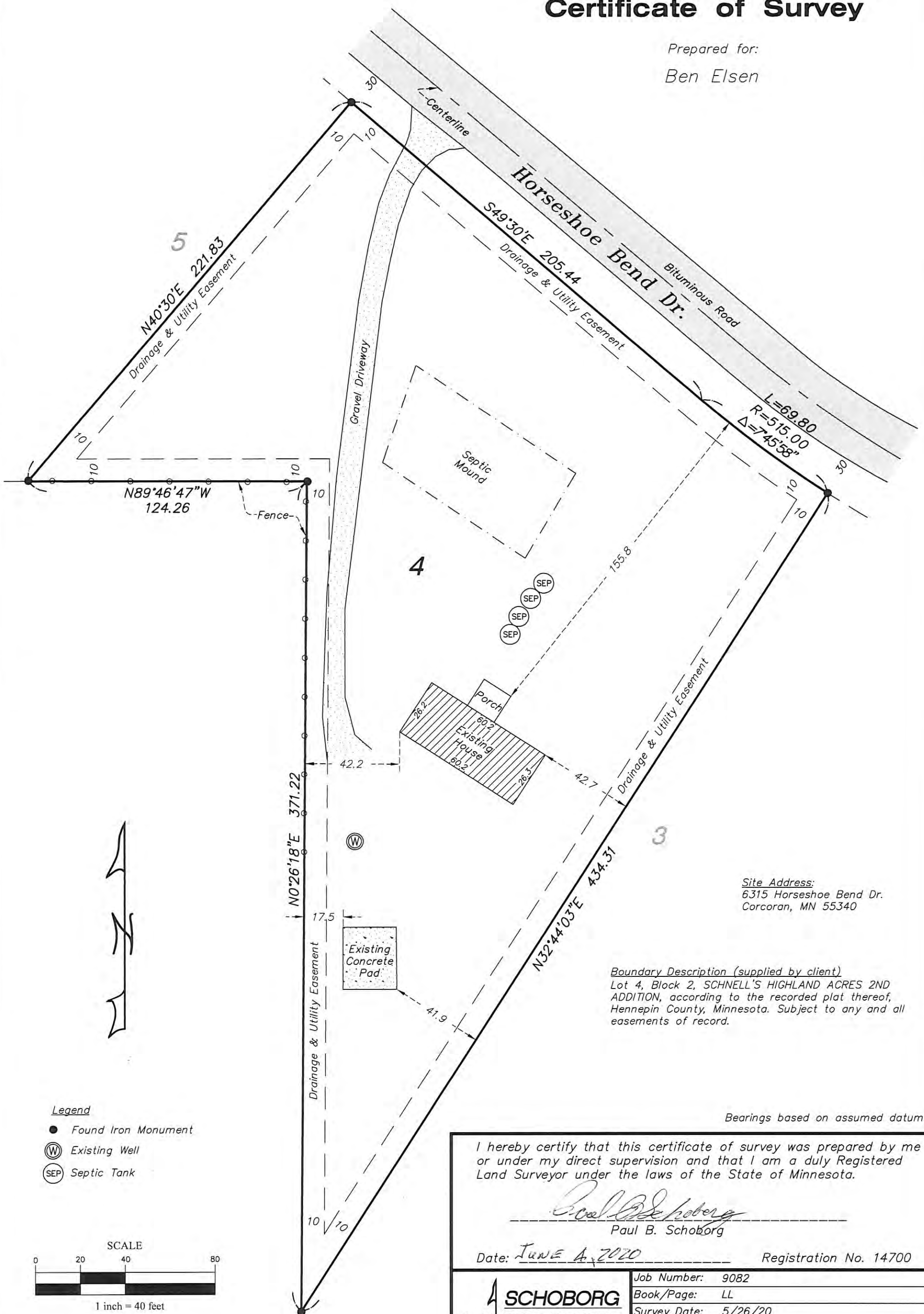
FIELD BOOK NO.:

CHECKED BY: VS

SHEET NO. 2 OF 2

Certificate of Survey

Prepared for:
Ben Elsen



Site Address:
6315 Horseshoe Bend Dr.
Corcoran, MN 55340

Boundary Description (supplied by client)
Lot 4, Block 2, SCHNELL'S HIGHLAND ACRES 2ND
ADDITION, according to the recorded plat thereof,
Hennepin County, Minnesota. Subject to any and all
easements of record.

Bearings based on assumed datum.

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

Paul B. Schoborg
Paul B. Schoborg

Date: JUNE 4, 2020

Registration No. 14700

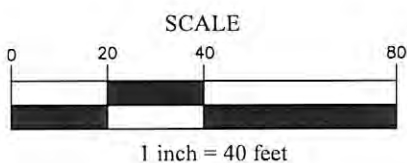
SCHOBORG
LAND SERVICES
INC.

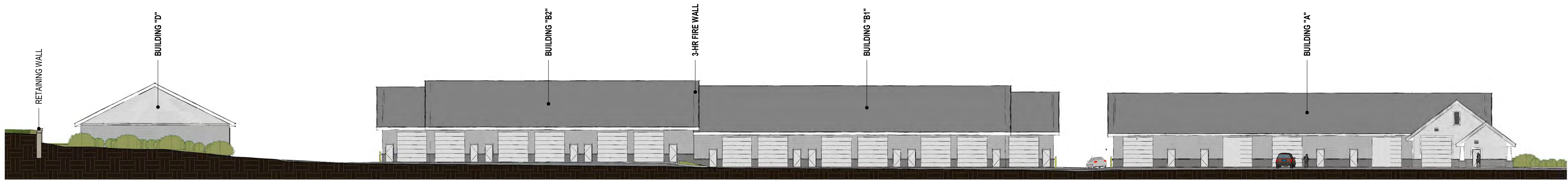
763-972-3221 8997 Co. Rd. 13 SE
www.SchoborgLand.com Delano, MN 55328

Job Number: 9082
Book/Page: LL
Survey Date: 5/26/20
Drawing Name: elsen.dwg
Drawn by: DMS
Revisions:

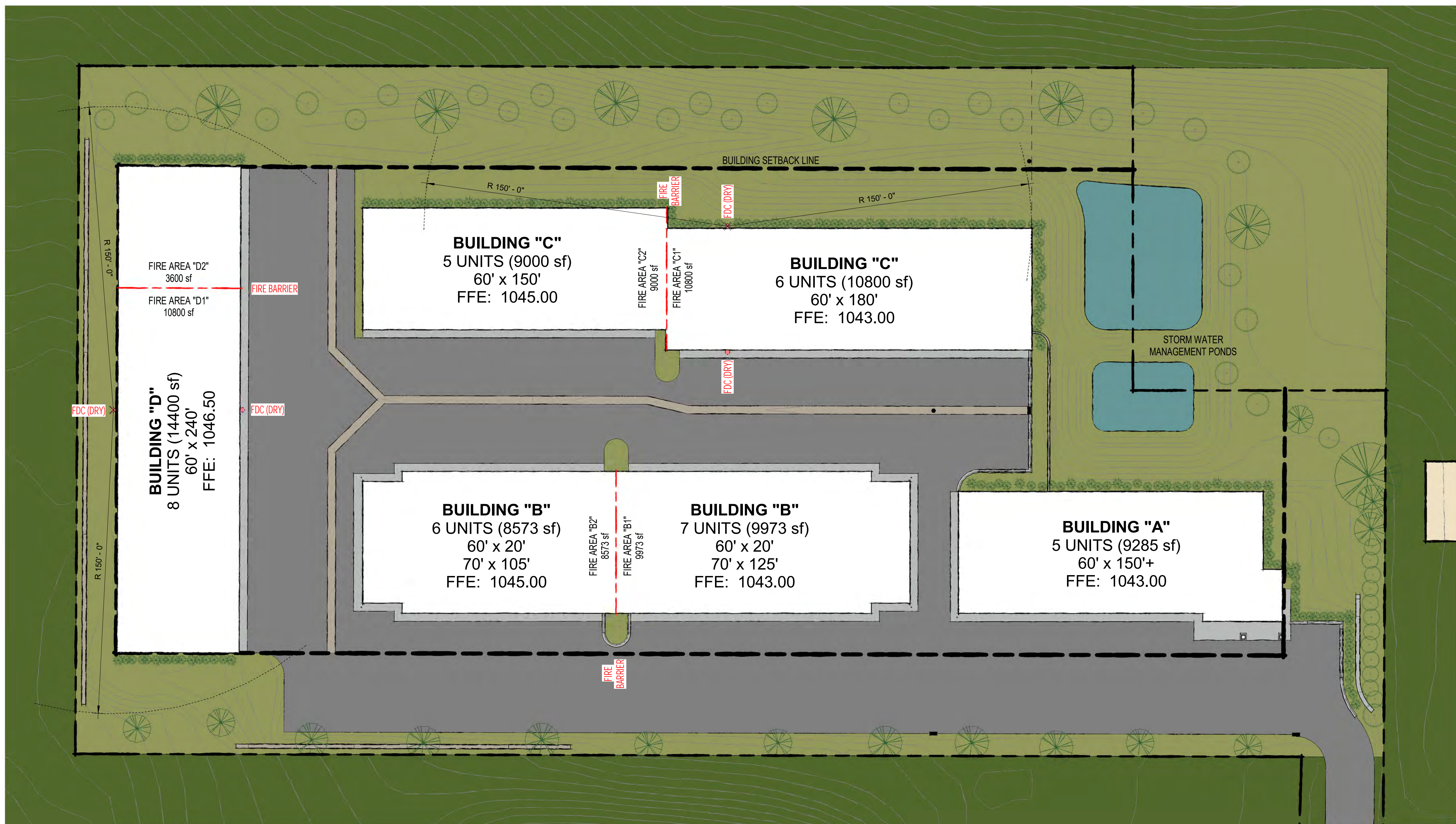
Legend

- Found Iron Monument
- ⊙ Existing Well
- ⊙ SEP Septic Tank





2 SOUTH VIEW of PROPOSED DEVELOPMENT



BUILDING AREA CALCULATIONS:
 $W = 0.1 * w1 + 0.2 * w2 + 0.3 * w3 + 0.4 * w4 / FF$... equation 5-4
 $IF = [F / P - 0.25] W / 30$... equation 5-5

BLDG "A"
 $W = [(130 * 30) + (70 * 30) + (130 * 30) + (70 * 20)] / 400$
 $W = 28.25$
 $IF = [(400 / 400) - 0.25] * 28.25 / 30$
 $IF = 0.7063$ or 70.63%
Type of Construction: V-B
 S1: AREAAal = 9000 + (9000 * 0.7063) or 15358 sf
 S1: AREAAac = 9285 sf ... PASSES

BLDG "B"
 $W = [(270 * 30) + (60 * 0) + (270 * 30) + (60 * 30)] / 600$
 $W = 30$
 $IF = [(600 / 660) - 0.25] * 30 / 30$
 $IF = 0.639$ or 65.90%
Type of Construction: III-B
 S1: AREAAal = 17500 + (17500 * 0.659) or 29032 sf
 S1: AREAAac = 18506 sf ... PASSES

BLDG "C"
 $W = [(330 * 30) + (70 * 30) + (330 * 30) + (70 * 30)] / 800$
 $W = 30$
 $IF = [(800 / 800) - 0.25] * 30 / 30$
 $IF = 0.75$ or 75%
Type of Construction: III-B
 S1: AREAAal = 17500 + (17500 * 0.75) or 30625 sf
 S1: AREAAac = 9973 sf ... PASSES

BLDG "D"
 $W = [(240 * 20) + (60 * 30) + (240 * 30) + (60 * 30)] / 600$
 $W = 26$
 $IF = [(600 / 600) - 0.25] * 26 / 30$
 $IF = 0.649$ or 64.90%
Type of Construction: III-B
 S1: AREAAal = 17500 + (17500 * 0.649) or 28857 sf
 S1: AREAAac = 14400 sf ... PASSES

SUMMARY:
 OCCUPANCY (ALL BUILDINGS) S-1 MODERATE HAZARD
 FIRE SUPPRESSION SYSTEM NO SPRINKLERING OF ANY OF THE PROPOSED BUILDINGS
 FIRE BARRIERS REQUIRED @ BUILDINGS "B", "C" & "D" 3-HR FIRE RESISTANCE RATING 12,000sf MAXIMUM FIRE AREA
 FDC (150' HOSE REQUIREMENT) SHOWN @ BUILDINGS "C" & "D" (DRY LINE ONLY PROVIDING ACCESS TO REAR OF BUILDING)

New Storage Facility for
GARAGES TOO LLC
 Highway 55 - Corcoran, Min

REVISIONS		
#	Description	Date
1	CITY REVIEW UPDATES	7-2-2021

SITE DEVELOPMENT CONCEPT (37 UNITS)

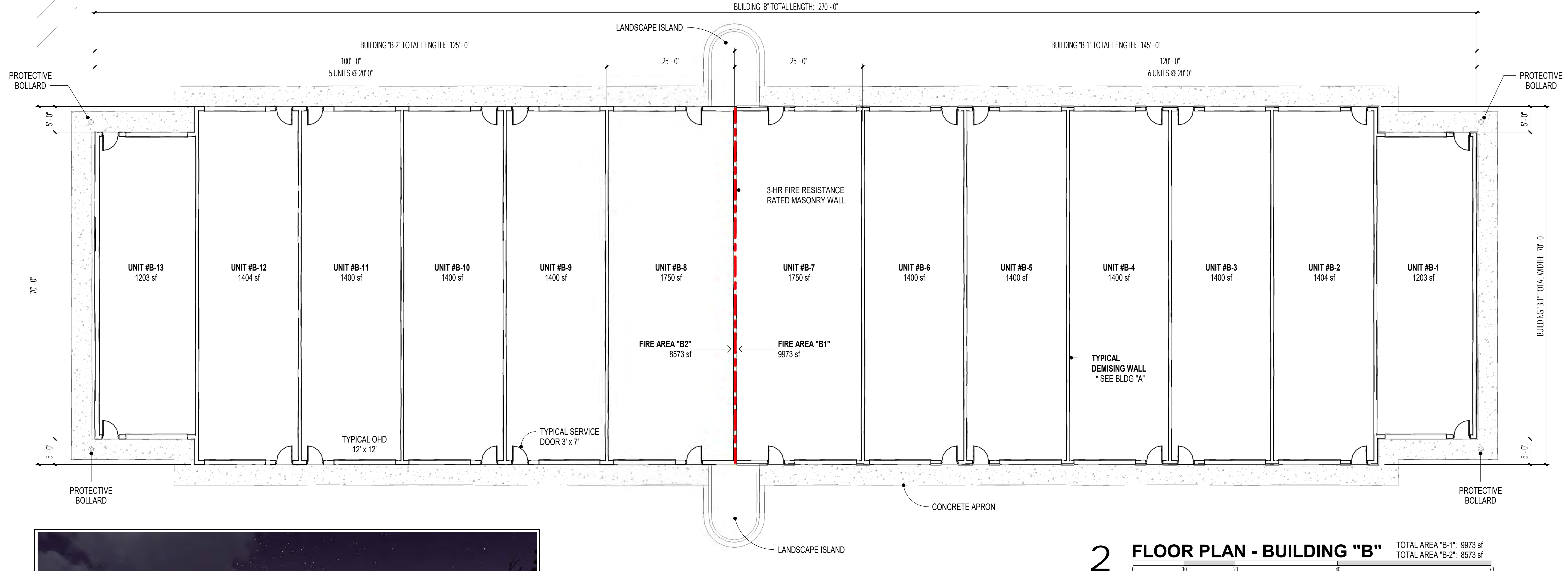
Project Number: 20-004
 Date: APR 20, 2021
 Drawn By: SDK
 Checked By:
SITE PLAN REVIEW PR-1
 Scale: As indicated

1 SITE DEVELOPMENT PLAN



THIS DRAWING, SPECIFICATION OR REPORT WAS PREPARED FOR BIDDING PURPOSES ONLY. FINAL DESIGN & DOCUMENTATION OF THIS PORTION OF THE PROJECT WILL BE COMPLETED VIA THE DESIGN/BUILD APPROACH BY LICENSED DESIGN PROFESSIONALS REGISTERED IN THE STATE OF MINNESOTA.

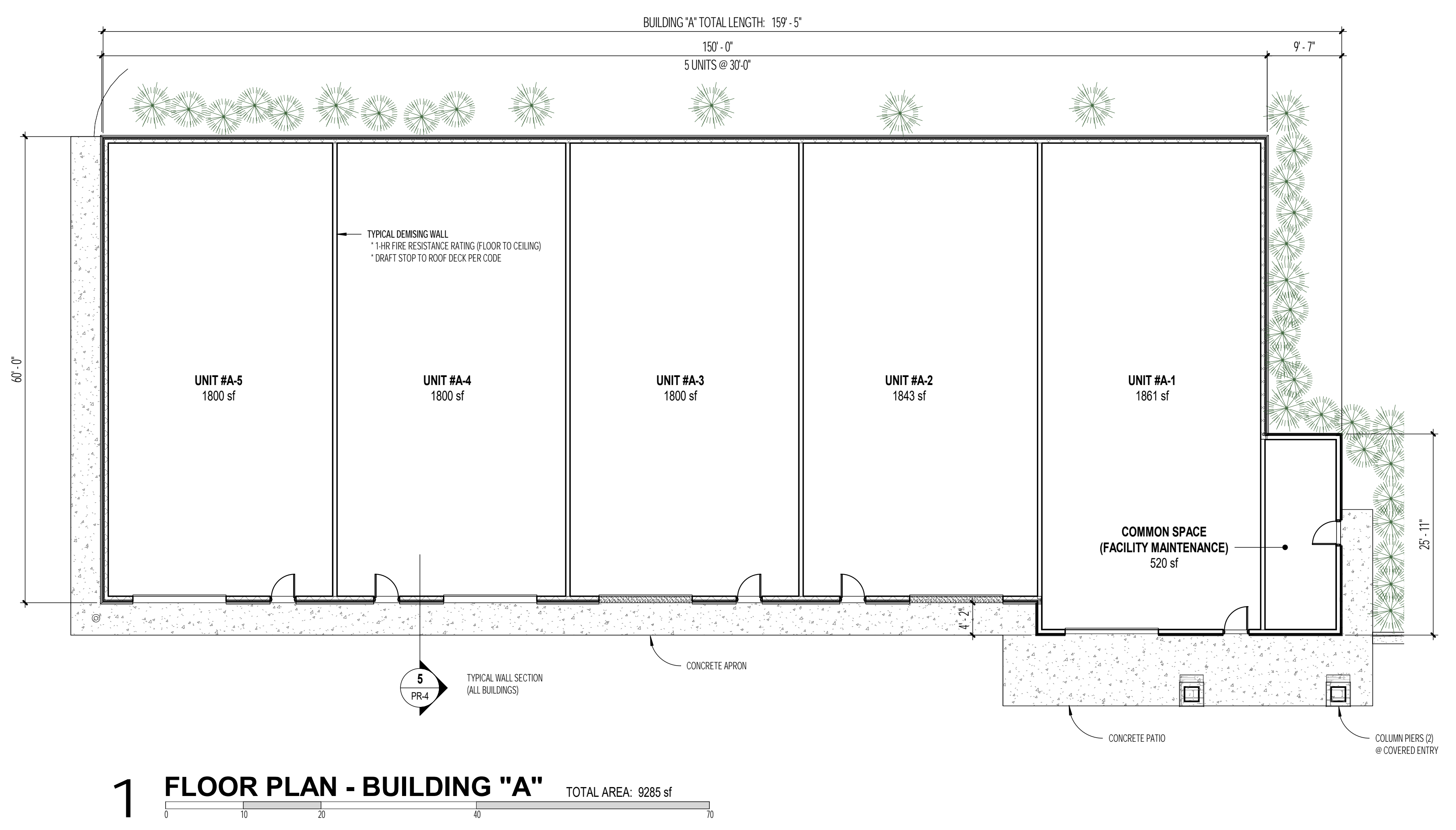
New Storage Facility for
GARAGES TOO LLC
Highway 55 - Corcoran, Min



ENTRY VIEW (evening)



ENTRY VIEW (daylight)



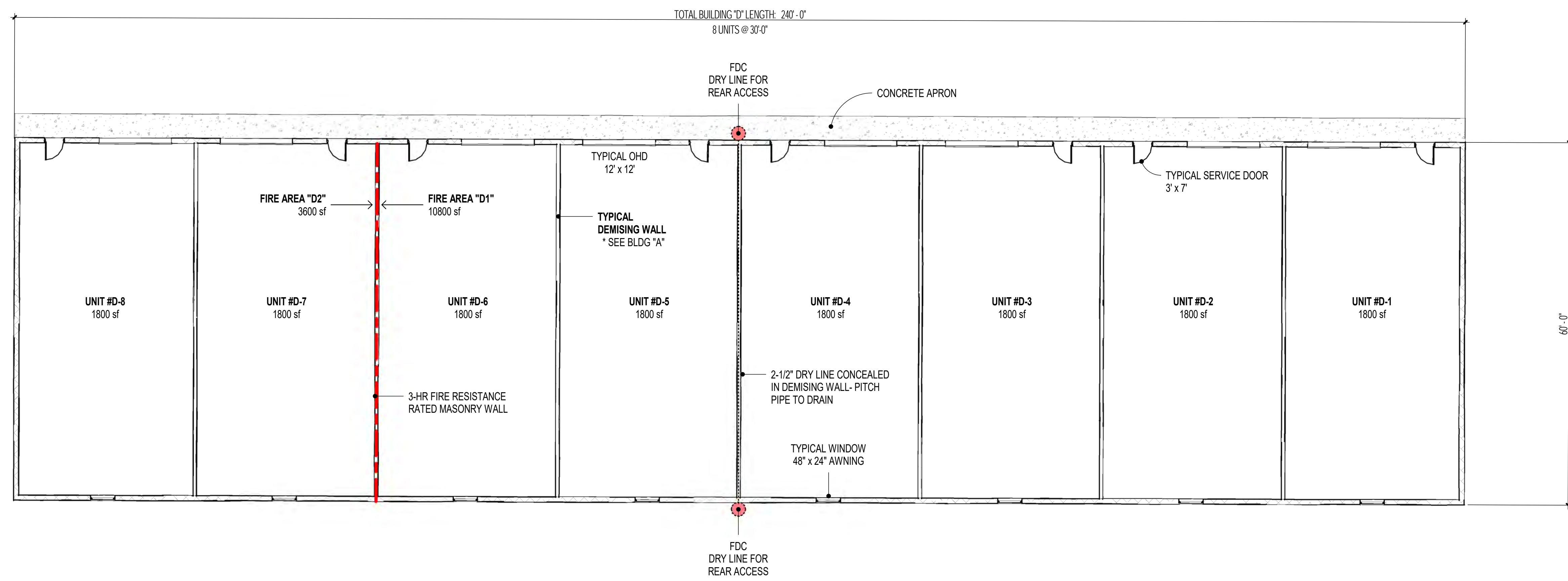
REVISIONS		
#	Description	Date
1	CITY REVIEW UPDATES	7-2-2021

FLOOR PLANS BUILDINGS "A" & "B"	
Project Number:	20-004
Date:	APR 20, 2021
Drawn By:	SDK
Checked By:	
SITE PLAN REVIEW	
PR-2	
Scale:	As indicated

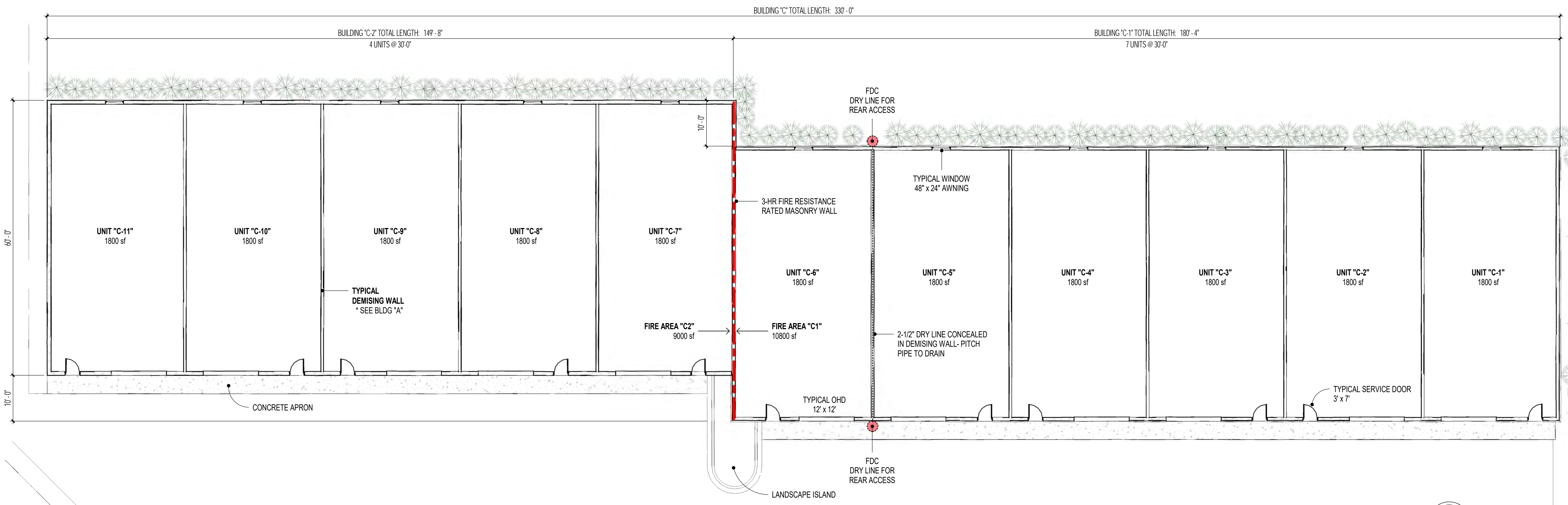
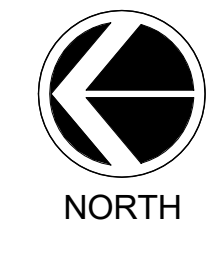


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New Storage Facility for
GARAGES TOO LLC
 Highway 55 - Corcoran, Minn



2 FLOOR PLAN - BUILDING "D" TOTAL "D": 14,400 sf



1 FLOOR PLAN - BUILDING "C" TOTAL AREA "C-1": 12,600 sf
 TOTAL AREA "C-2": 7,200 sf



REVISIONS		
#	Description	Date
1	CITY REVIEW UPDATES	7-3-2021

FLOOR PLANS BUILDINGS "C" & "D"

Project Number: 20-004
 Date: APR 20, 2021
 Drawn By: SDK
 Checked By:

SITE PLAN REVIEW PR-3

Scale: 3/32" = 1'-0"

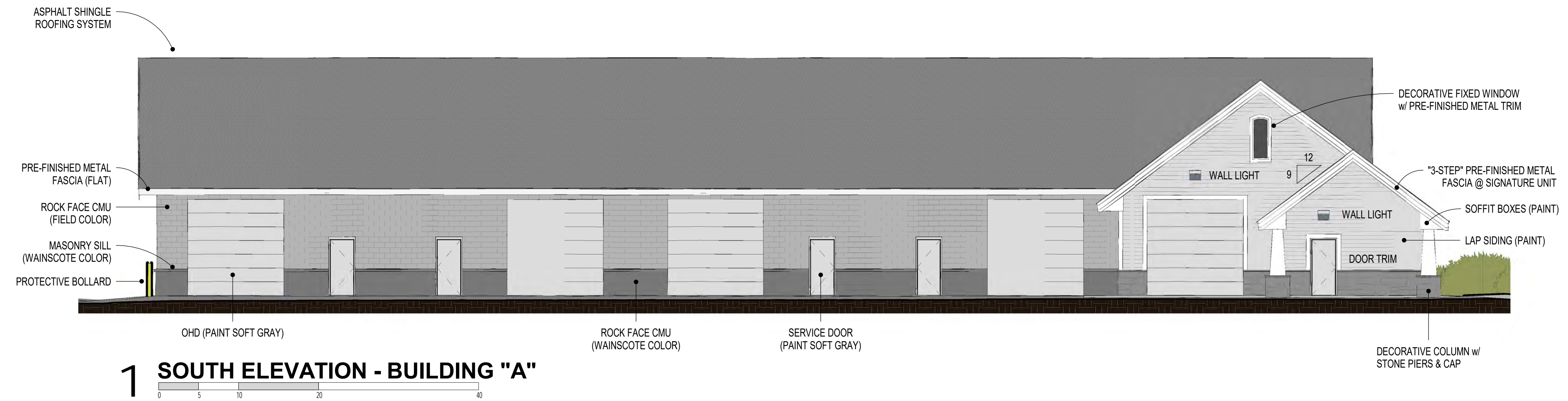
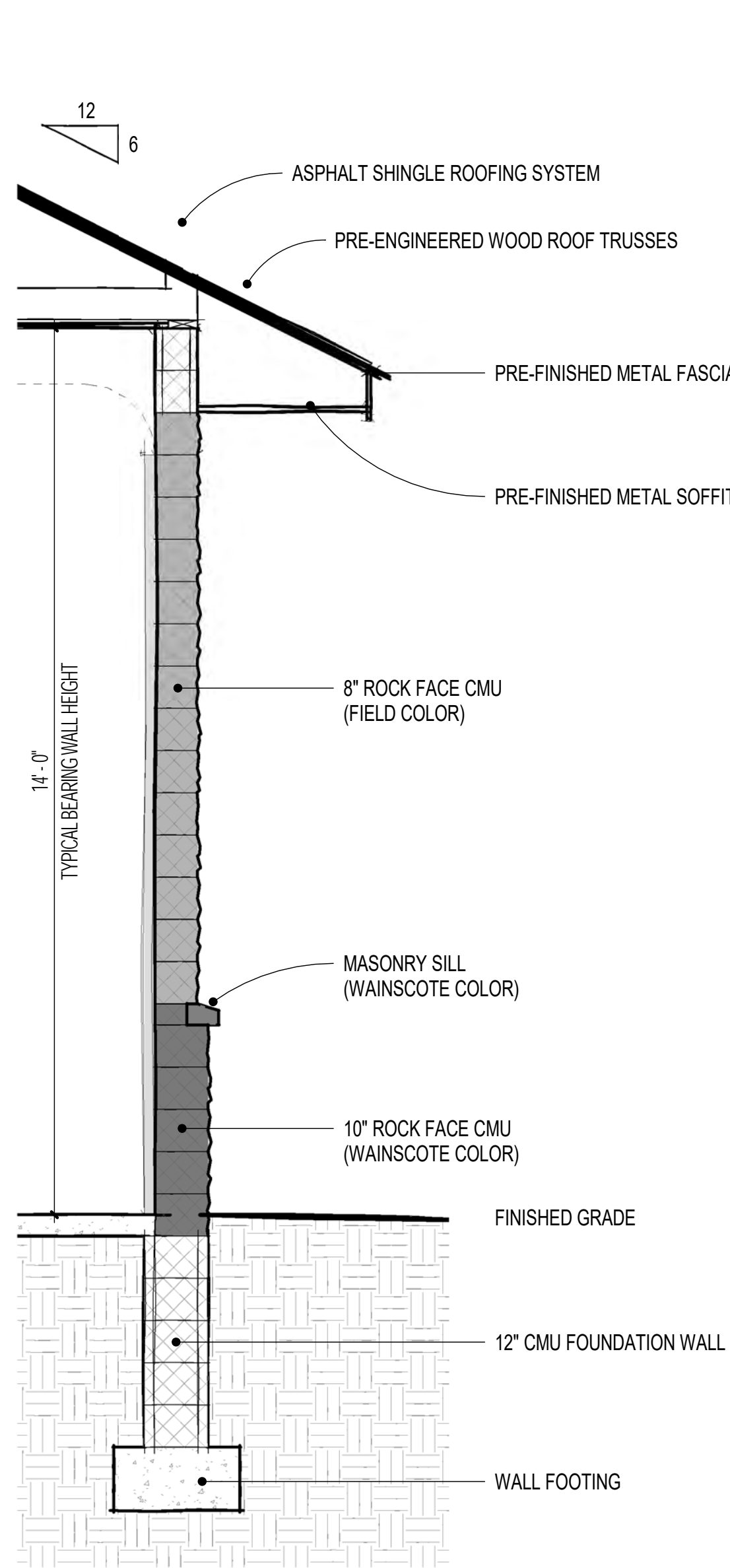
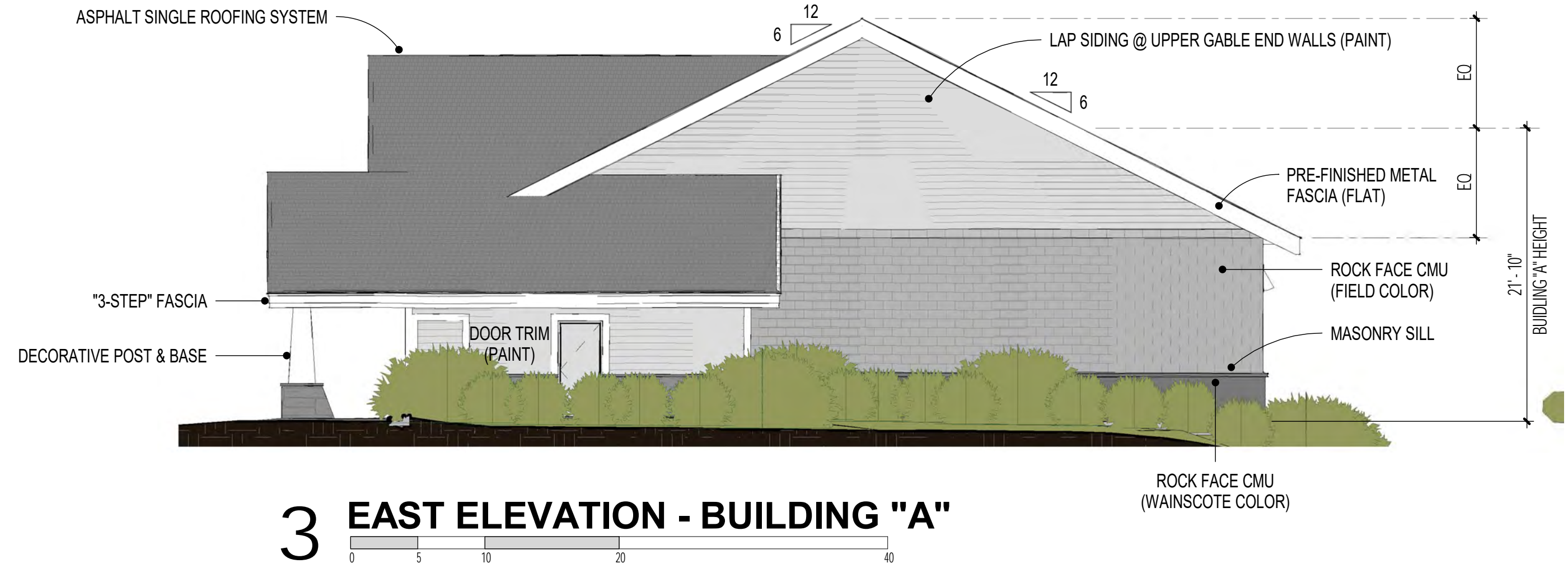
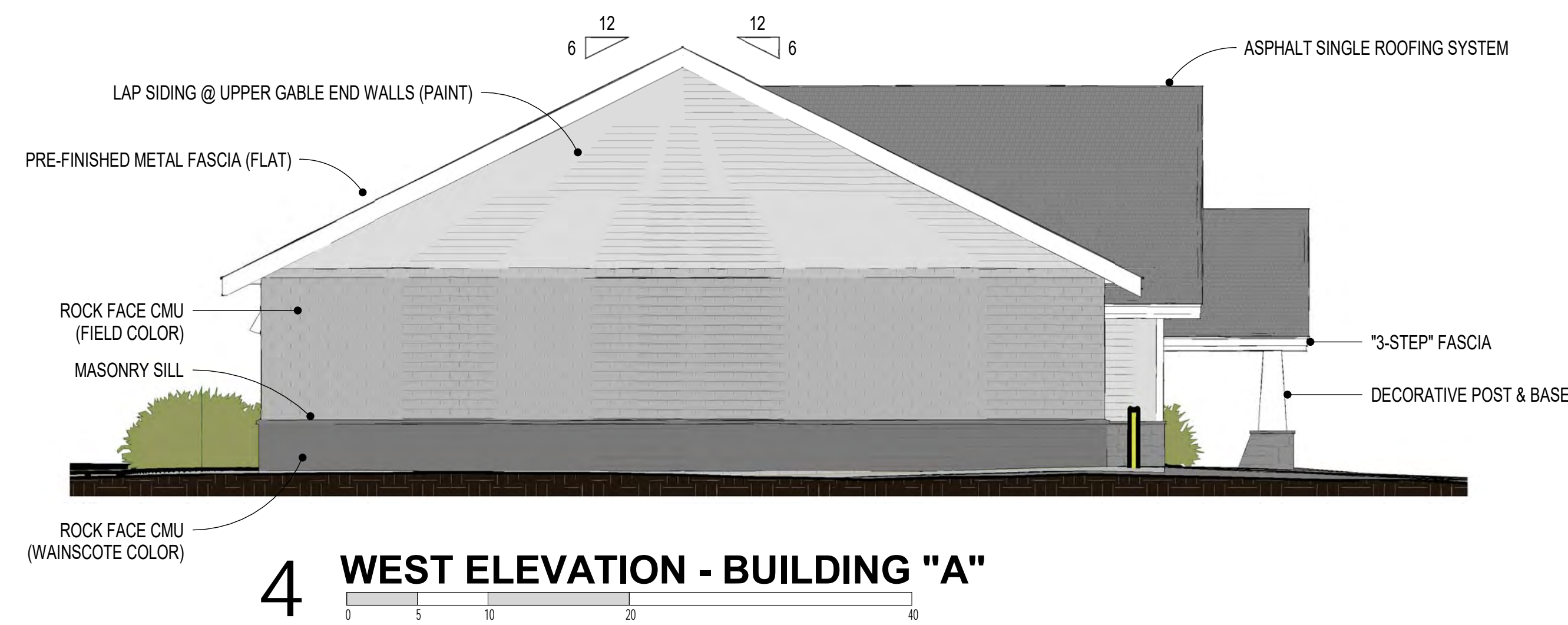
THIS DRAWING, SPECIFICATION OR REPORT WAS PREPARED FOR BIDDING PURPOSES ONLY. FINAL DESIGN & DOCUMENTATION OF THIS PORTION OF THE PROJECT WILL BE COMPLETED VIA THE DESIGN/BUILD APPROACH BY LICENSED DESIGN PROFESSIONALS REGISTERED IN THE STATE OF MINNESOTA.

New Storage Facility for
GARAGES TOO LLC
Highway 55 - Corcoran, Minn

REVISIONS		
#	Description	Date
1	CITY REVIEW UPDATES	7-2-2021

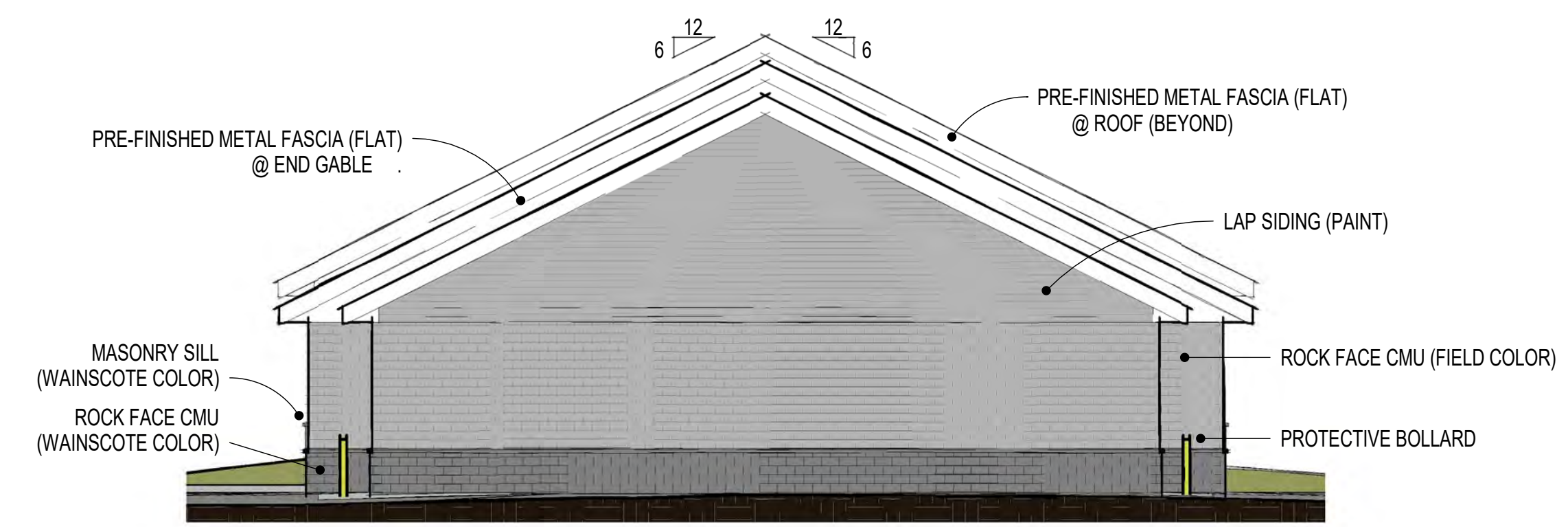
EXTERIOR ELEVATIONS (BUILDING "A")

Project Number: 20-004
Date: APR 20, 2021
Drawn By: SDK
Checked By:
SITE PLAN REVIEW
PR-4
Scale: As indicated

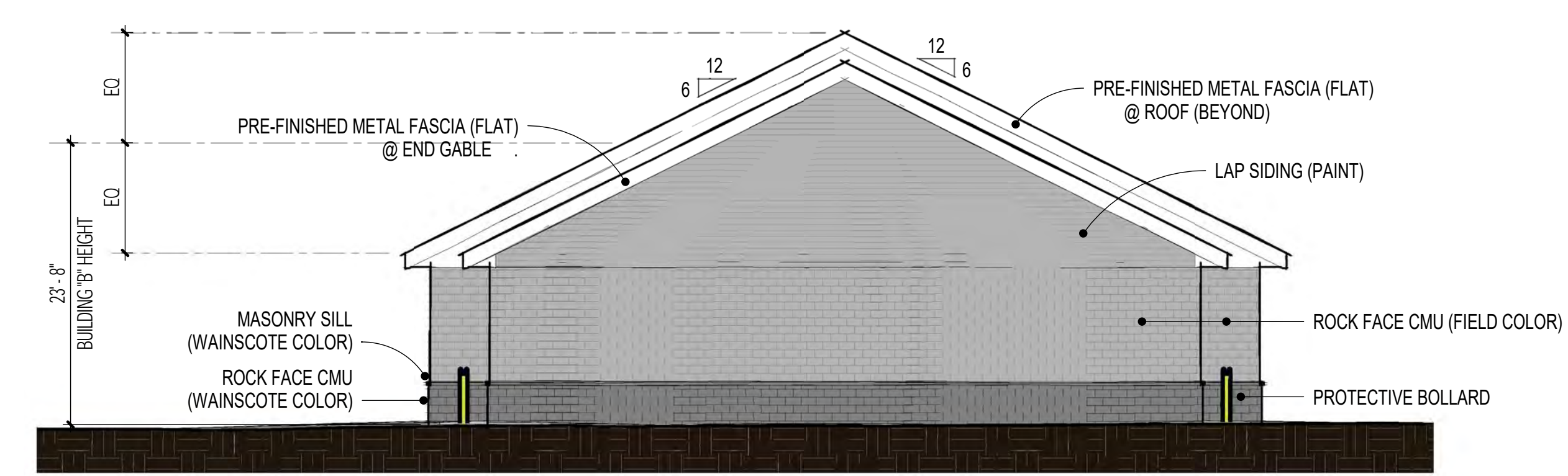


THIS DRAWING, SPECIFICATION OR REPORT WAS PREPARED FOR BIDDING PURPOSES ONLY. FINAL DESIGN & DOCUMENTATION OF THIS PORTION OF THE PROJECT WILL BE COMPLETED VIA THE DESIGN/BUILD APPROACH BY LICENSED DESIGN PROFESSIONALS REGISTERED IN THE STATE OF MINNESOTA.

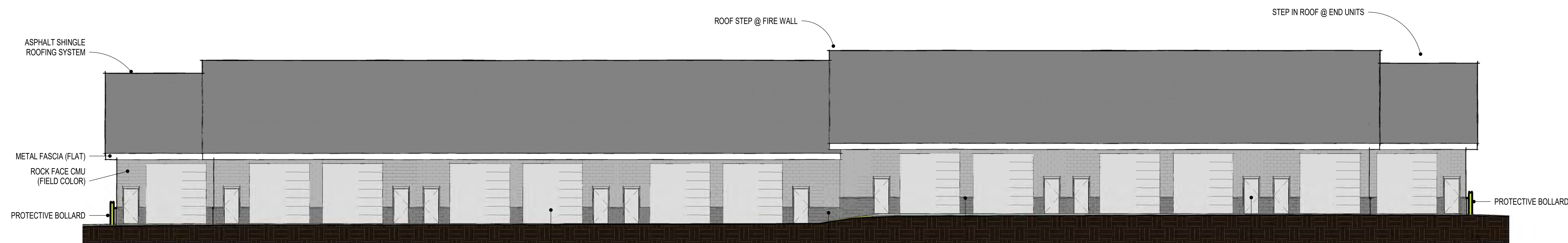
New Storage Facility for
GARAGES TOO LLC
Highway 55 - Corcoran, Minn



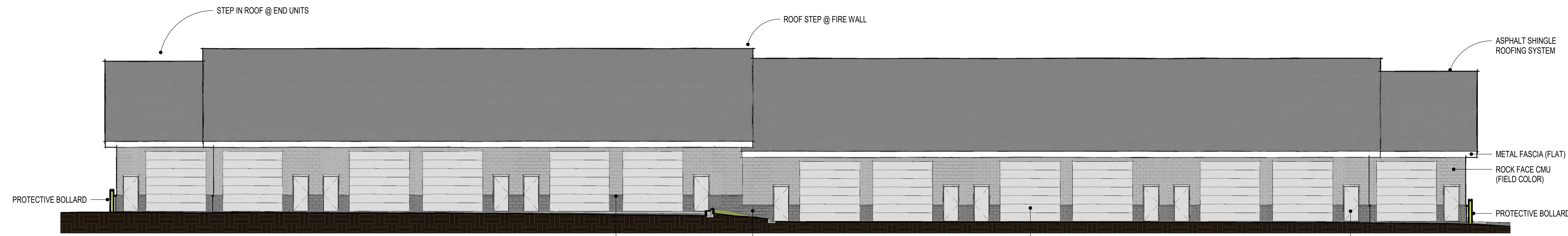
4 WEST ELEVATION - BUILDING "B"



3 EAST ELEVATION - BUILDING "B"



2 NORTH ELEVATION - BUILDING "B"



1 SOUTH ELEVATION - BUILDING "B"

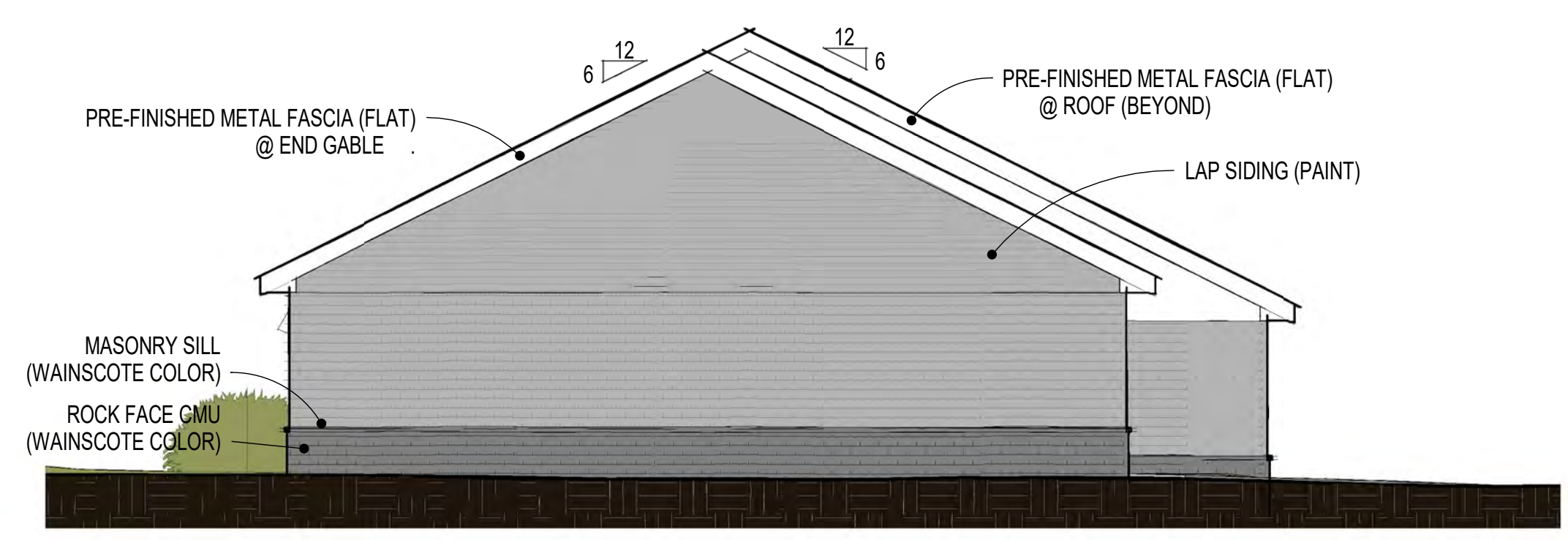
REVISIONS		
#	Description	Date
1	CITY REVIEW UPDATES	7-2-2021

EXTERIOR ELEVATIONS (BUILDING "B")

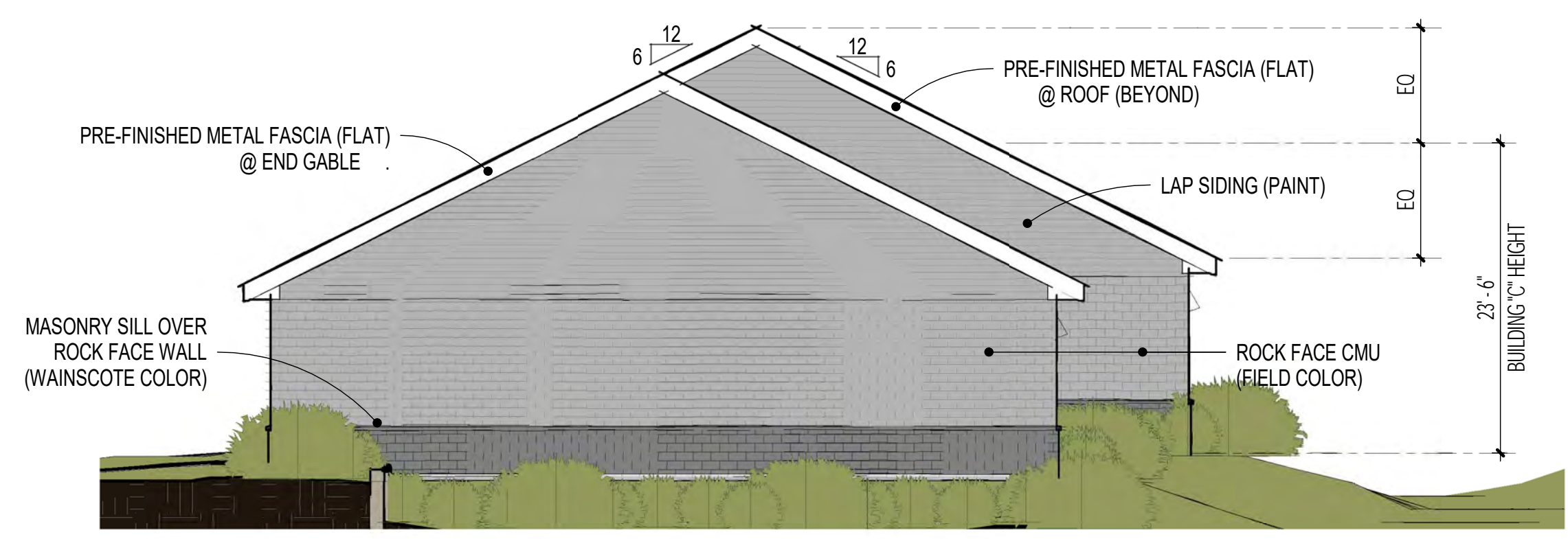
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Date: APR 20, 2021
Drawn By: SDK
Checked By: _____

SITE PLAN REVIEW
PR-5

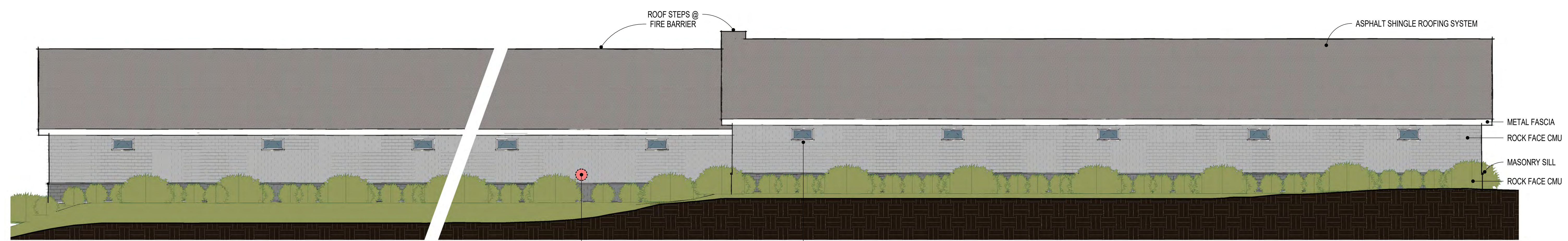
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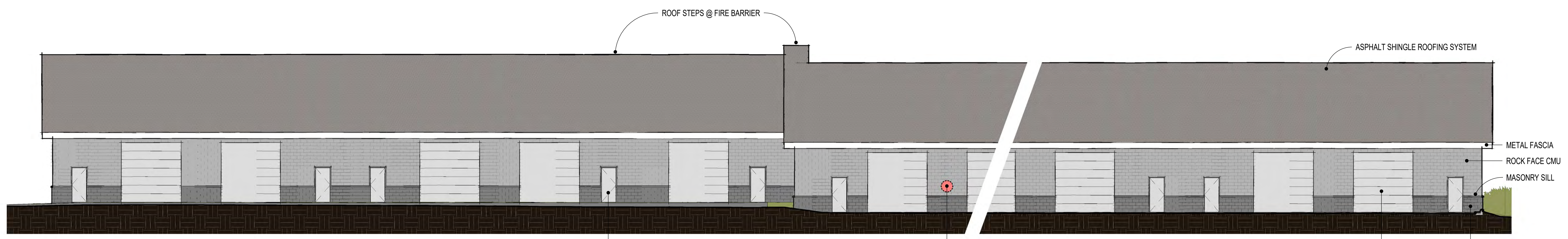
4 WEST ELEVATION - BUILDING "C"



3 EAST ELEVATION - BUILDING "C"



2 NORTH ELEVATION - BUILDING "C"



1 SOUTH ELEVATION - BUILDING "C"

REVISIONS		
#	Description	Date
1	CITY REVIEW UPDATES	7-2-2021

EXTERIOR ELEVATIONS (BUILDING "C")

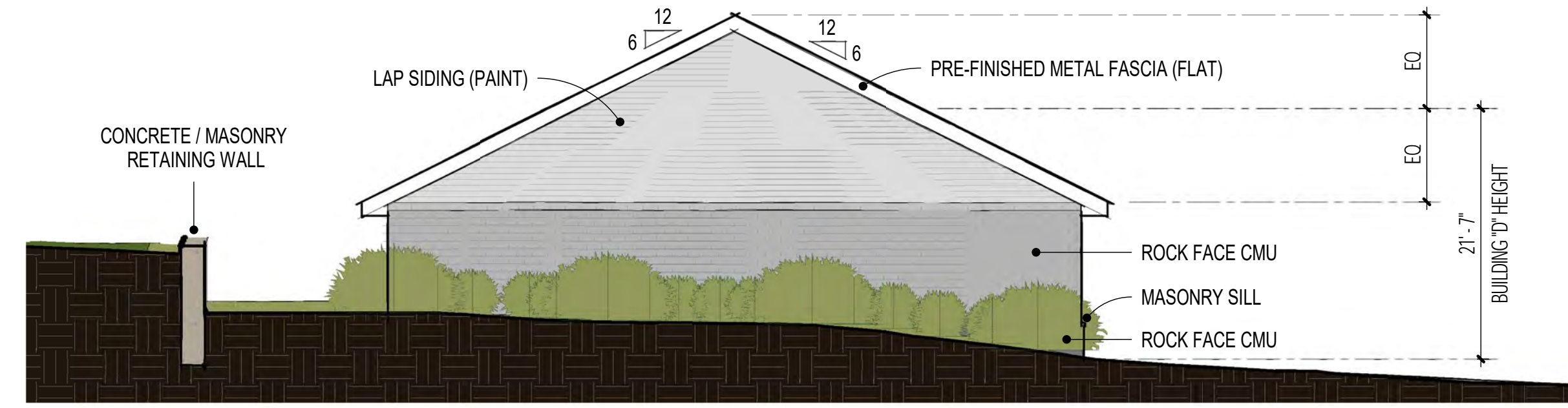
Project Number: 20-004
Date: APR 20, 2021
Drawn By: SDK
Checked By:

SITE PLAN REVIEW
PR-6

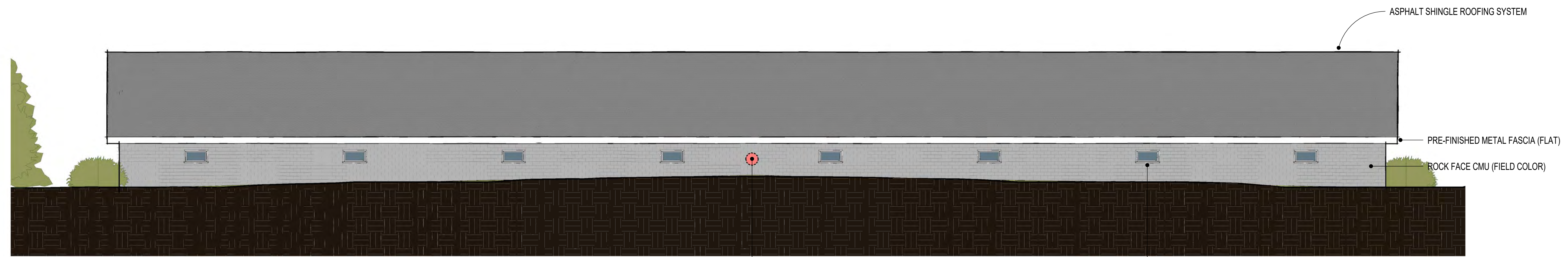
Scale: 1" = 10'-0"



4 WEST ELEVATION - BUILDING "D"



3 EAST ELEVATION - BUILDING "D"



2 NORTH ELEVATION - BUILDING "D"



1 SOUTH ELEVATION - BUILDING "D"

REVISIONS

#	Description	Date
1	CITY REVIEW UPDATES	7-2-2021

EXTERIOR ELEVATIONS (BUILDING "D")

Project Number: 20-004
 Date: APR 20, 2021
 Drawn By: SDK

Checked By:

SITE PLAN REVIEW
PR-7

Scale: 3/32" = 1'-0"



MATERIALS DISPLAY BOARD

NEW STORAGE FACILITY-GARAGES TOO, LLC

DESCRIPTION

The Streetworks Wal-Pak Series of wall luminaires provides traditional architectural style with high performance energy efficient illumination. Rugged die-cast aluminum construction, stainless steel hardware along with a sealed and gasketed optical compartment make the Wal-Pak virtually impenetrable to contaminants. IP66 Rated. UL and cUL wet location listed. The Wal-Pak wall luminaire is ideal for pathway illumination, building entrances, vehicle ramps, schools, tunnels, stairways and loading docks.

Catalog #	WKP6BLEDEDFC-7040	Type	
Project	Garages Too LLC	Date	
Comments	Full light cutoff		
Prepared by	SDK Architects LLC		7-2-2021

SPECIFICATION FEATURES

Housing

Rugged one-piece die-cast aluminum housing and hinged, removable die-cast aluminum door. One-piece silicone gasket seals the optical chamber. UL 1598 wet location listed and IP66 ingress protection rated. Not recommended for car wash applications.

Electrical

LED driver and related electrical components are hard mounted to the die-cast housing for optimal heat sinking and operating efficiency. Wiring is extended through a silicone gasket at the back of the housing. Three 1/2" threaded conduit entry points allow for thru-branch wiring. LED thermal management system incorporates both conduction and natural convection to transfer heat rapidly away from LED source. Integral LED electronic driver incorporates internal fusing designed to

withstand a 6kV surge test and is Class 2 rated for 120-277V with an operating temperature of -40° to 55°C. Wal-Pak LED systems maintain greater than 93% of the initial light output after 72,000 hours of operation.

Optical

Highly reflective anodized aluminum reflectors provide high efficiency illumination. Optical assemblies include impact resistant borosilicate refractive glass, and full cutoff IESNA compliant configurations. Patented, solid state LED luminaires are thermally optimized with three lumen packages.

Door Assembly

Single point, captive stainless steel hardware secures the removable hinged door allowing for ease of installation and maintenance. Door assembly is hinged at the bottom for easy removal and installation.

Finish

Finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard color is bronze. Additional colors available in white, grey, bronze, black, dark platinum and graphite metallic. Consult your lighting representative at Cooper Lighting Solutions for a complete selection of standard colors.

Efficiency Standards Notice

Select luminaires are manufactured to USA and California efficiency regulations.



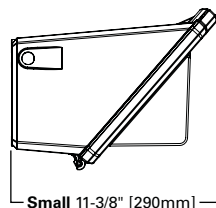
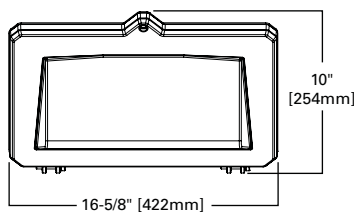
WKP WAL-PAK

27, 32 and 46W
LED

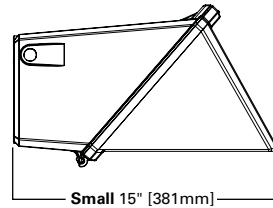
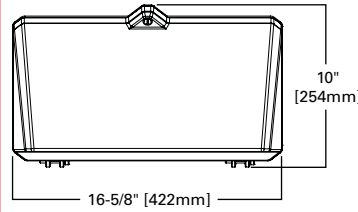
WALL MOUNT LUMINAIRE

DIMENSIONS

BOROSILICATE GLASS DOOR



FULL CUTOFF DOOR



CERTIFICATION DATA

UL and cUL Wet Location Listed
IP66 Rated
40°C Maximum Ambient Temperature
External Supply Wiring 90°C Minimum
Title 20 Compliant
LM79 / LM80 Compliant

ENERGY DATA

120-277V 50/60Hz

SHIPPING DATA

Approximate Net Weight:
32-42 lbs. (15-19 kgs.)

POWER AND LUMENS

Catalog Number	Lumens	Power Consumption (Watts)	B.U.G. Rating	Correlated Color Temperature CCT (Kelvin)	Color Rendering Index (CRI)
Borosilicate Glass Door (GL)					
WKP3BLEDEGL-7040	3,270	27W	B1-U3-G1	4000K	73
WKP4BLEDEGL-7040	4,160	32W	B1-U3-G2	4000K	73
WKP6BLEDEGL-7040	5,828	46W	B1-U4-G4	4000K	73
WKP3BLEDEGL	3,333	27W	B1-U3-G1	5000K	72
WKP4BLEDEGL	4,199	32W	B1-U3-G3	5000K	73
WKP6BLEDEGL	5,883	46W	B1-U4-G4	5000K	73
Full Cutoff Door (FC)					
WKP3BLEDEDFC-7040	1,884	27W	B1-U0-G1	4000K	72
WKP4BLEDEDFC-7040	2,239	32W	B1-U0-G1	4000K	73
WKP6BLEDEDFC-7040	3,137	47W	B1-U0-G1	4000K	73
WKP3BLEDEDFC	1,912	27W	B1-U0-G1	5000K	72
WKP4BLEDEDFC	2,279	32W	B1-U0-G1	5000K	73
WKP6BLEDEDFC	3,192	46W	B1-U0-G1	5000K	73

CURRENT DRAW

Light Engine	3B	4B	6B
Nominal Power (Watts)	27W	32W	46W
Input Current @ 120V (A)	0.24	0.28	0.40
Input Current @ 208V (A)	0.14	0.18	0.23
Input Current @ 240V (A)	0.13	0.15	0.20
Input Current @ 277V (A)	0.11	0.13	0.18
Input Current @ 347V (A)	0.09	0.11	0.15
Input Current @ 480V (A)	0.10	0.12	0.14

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (72,000 Hours)*	Theoretical L70 (Hours)
25°C>	93%	>340,000
40°C>	92%	>316,000

*Per TM-21 data.

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
10°C	1.07
15°C	1.04
25°C1	1.00
40°C0	0.94

ORDERING INFORMATION

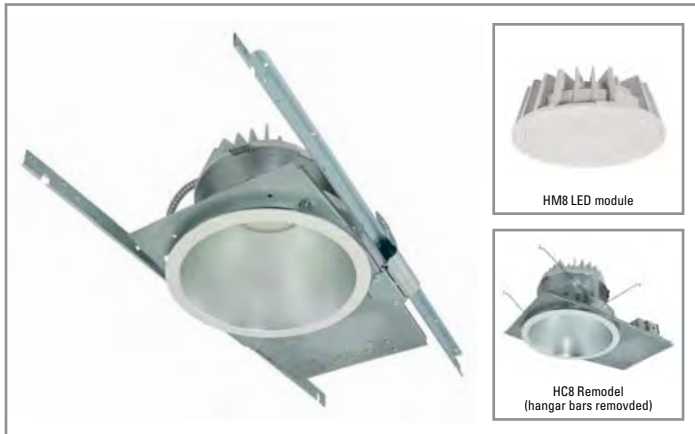
Sample Number: WKP3BLEDEUGL

Product Family	Lamp Wattage ¹	Lamp Type	Driver Type	Voltage ²	Door/Lens Type	Color
WKP=Wal-Pak	LED 3B=(3 Package), 27W 4B=(4 Package), 32W 6B=(6 Package), 46W	LED=Solid State Light Emitting Diodes	E=Electronic LED Dimming (0-10V) Driver	9=347V ³ 8=480V ³ U=Universal (120-277V)	GL=Borosilicate Glass Door FC=Full Cutoff Door	AP=Grey BZ=Bronze BK=Black WH=White
Options (Add as Suffix)				Accessories (Order Separately)		
7030=70 CRI / 3000K CCT 7040=70 CRI / 4000K CCT 5=Non NEMA Photocontrol (Must Specify Voltage) B=Two-Position Terminal Block				WG/WPGL=Wire Guard Borosilicate Glass Lens Door WG/WPFC=Wire Guard Full Cutoff Door TR/WP=Tamper-resistant Screw and Bit VS/WPGL=Polycarbonate Vandal Shield for Borosilicate Glass Lens Door		

NOTES:

- LED packages based on 70 CRI / 5000K package at 25°C ambient.
- 105°C Rated wire required for thru-branch wiring. Thru-branch wiring is rated for 40°C. Higher wattage thru-branch wiring is rated for use in 25°C ambient operating environments.
- Not available with thru-branch wiring. LED will be supported with integral step down transformer.

Project	Garages Too LLC Corcoran, MN	Catalog #	see below	Type	
Prepared by	SDK Architects LLC	Notes		Date	7-2-2021



HALO Commercial

HC8 | HM8 | 81

8-inch downlight and wall wash

Typical Applications

Office • Education • Healthcare • Hospitality

Interactive Menu

- Order Information page 2
- Product Specifications page 3
- Photometric Data page 4
- Energy & Performance Data page 6
- Connected Systems page 7
- Product Warranty

Product Certification



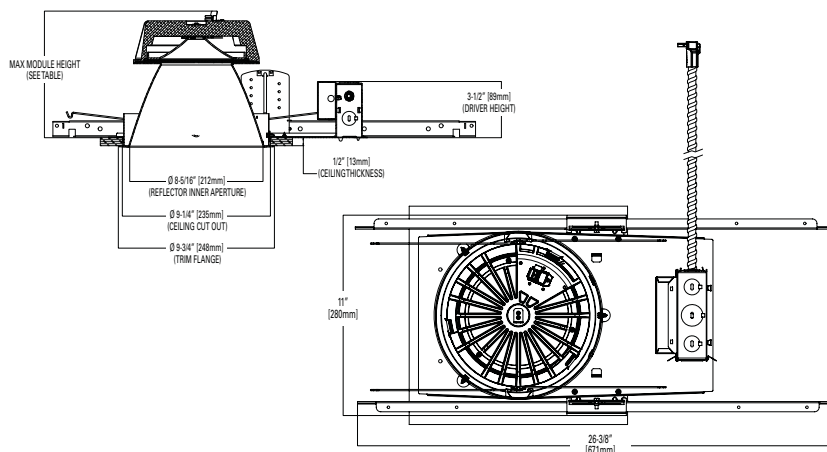
Product Features



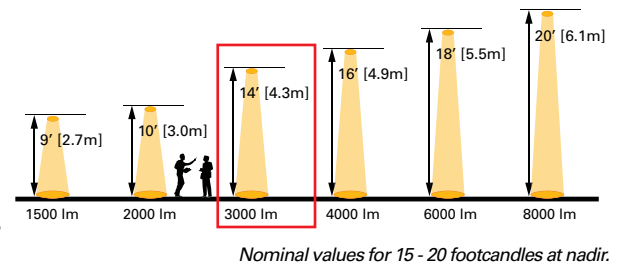
Top Product Features

- Lumen output in 1500, 2000, 3000, 4000, 6000, 8000 lm
- Color temperature in 2700K, 3000K, 3500K, 4000K CCT
- CRI in 80 CRI or 90 CRI
- Reflector distributions in Narrow, Medium, Wide, and Wall Wash with rotatable linear spread lens
- Reflector finishes in Specular clear, semi-specular (haze), matte white, black baffle, and white baffle finishes

Dimensional and Mounting Details



Scale



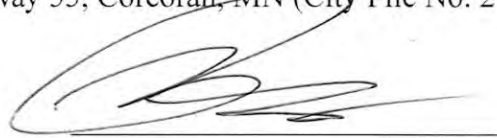
additional product diagrams

B. Elsen
Mercedes Elsen
6315 Horseshoe Bend Drive
Corcoran, MN 55340

To: The City of Corcoran

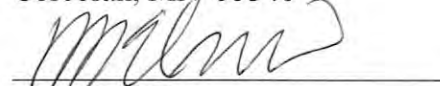
The undersigned hereby confirm that they support the application of Garages Too, LLC to develop the property located at 22400 State Highway 55, Corcoran, MN (City File No. 21-016).

Dated: 07/27/2021



B. Elsen
6315 Horseshoe Bend Drive
Corcoran, MN 55340

Dated: 07/21/2021



Mercedes Elsen
6315 Horseshoe Bend Drive
Corcoran, MN 55340

D. Rosaaen
L. Rosaaen
6325 Horseshoe Bend Drive
Corcoran, MN 55340

To: The City of Corcoran

The undersigned hereby confirm that they support the application of Garages Too, LLC to develop the property located at 22400 State Highway 55, Corcoran, MN (City File No. 21-016).

Dated: 7/22/21



D. Rosaaen
6325 Horseshoe Bend Drive
Corcoran, MN 55340

Dated: 7-22-2021



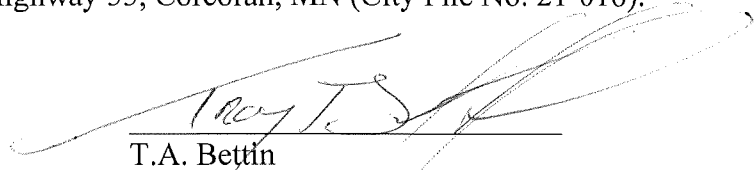
L. Rosaaen
6325 Horseshoe Bend Drive
Corcoran, MN 55340

T.A. Bettin
S.M. Bettin
6321 Horseshoe Bend Drive
Corcoran, MN 55340

To: The City of Corcoran

The undersigned hereby confirm that they support the application of Garages Too, LLC to develop the property located at 22400 State Highway 55, Corcoran, MN (City File No. 21-016).

Dated: 7-30-21



T.A. Bettin
6321 Horseshoe Bend Drive
Corcoran, MN 55340

Dated: 7-30-2021



S.M. Bettin
6321 Horseshoe Bend Drive
Corcoran, MN 55340

RECEIVED
AUG 02 2021
BY: _____

Aug. 3, 2021

To: City of Corcoran Planning Commission,

We are property owners at 6312 Horseshoe Bend Dr. N. Corcoran.

We are apposed to the Rezoning, Preliminary Plat, Variance, Conditional Use Permit, and Site Plan (city file 21-016).

This is a residential neighborhood and want it to stay that way.

Our home is our lifetime investment, we have lived here for 37 years. We do not want home values effected by the rezoning ect. for commercial use. Storage of business equipment is a very vague discription of what will be put across the street that we will have to look at. What about noise from trucks + equipment = Maintenance on this equipment, loud air driven wrenches ect., grinders, saws.

We live here this is our Home, this is a peaceful neighborhood with horse pastures and respectful residences.

Thank you,

Clarice Dubay + Philip Dubay

Kendra Lindahl, AICP

Subject: FW: Letter of Support-Garages Too

From: Jon Rausch/USA <Jon.Rausch@cushwake.com>

Sent: Tuesday, August 3, 2021 10:18 AM

To: Kendra Lindahl, AICP <KLindahl@landform.net>; Natalie Davis <ndavis@corcoranmn.gov>; Brad Martens (bmartens@ci.corcoran.mn.us) <bmartens@ci.corcoran.mn.us>; Kenton Torve (ktorve@wenck.com) <ktorve@wenck.com>

Subject: Letter of Support-Garages Too

Kendra/Brad/Natalie/Kent:

Please share with the city council regarding my support of the Garages Too project.

I am the owner of the 55 acre property immediately west of Mr. Sherber's project. I want to express my support for this development. I expressly like the fact that the city is willing to allow his project on well and septic. Additionally, I like the flexibility the council is having over building materials. I think this project will ignite some development.

We hope to bring a project forward in the near future that will feed off of his and increase the tax base within the city of Corcoran.

Thank you ,

JR

Jon Rausch

Executive Director

Brokerage Services

www.landmnwi.com

Mobile: +1 612 685 8288

jon.rausch@cushwake.com

Please see our website to view our privacy notice / statement.

From: [Lisa Wyffels](#)
To: [Brad Martens](#)
Subject: Garages Too
Date: Thursday, August 5, 2021 9:35:50 AM

Hi Brad,

I apologize for the late input but I am not sure I will be able to log into the planning meeting tonight so I wanted to give a little input for the Garages Too project. If you could pass this along to the commissioners that would be great.

I am concerned about the additional traffic this will add so close to the Rolling Hills Road entrance and the potential safety hazards it will add to driving the portion of hwy 55. It has become increasingly difficult to turn out onto 55 and it will continue to get worse as more people move out that direction. I have seen so many unsafe things happen because people get sick of waiting or they simply don't see certain vehicles coming. Also, I presume a good portion of vehicles entering and exiting will be towing trailers of some kind. Having these vehicles turn into there will cause even more backups and accidents without the addition of turn lanes. It is not uncommon for traffic to be backed up all the way from 19 to Rolling Hills or even farther past that during higher traffic times. Again, unsafe things happen when vehicles try to turn during those backups. Increased traffic will aggravate that even more.

Having this land rezoned feels premature given the unknowns of that area. Correct me if I am wrong but there isn't a specific timeline for adding in that frontage road. We also don't know when they will decide to widen 55 in which case they plan to make Rolling Hills a right in and right out only. This will force anyone needing to go east on 55 to take Horseshoe Trail to Willow. Does the city plan to pave Horseshoe Trail at that time?

Thank you,
Lisa Wyffels

for Aug. 26th meeting

page 1 of 2

To: Corcoran City Council, Planning
Commission and all others,

8-19-21

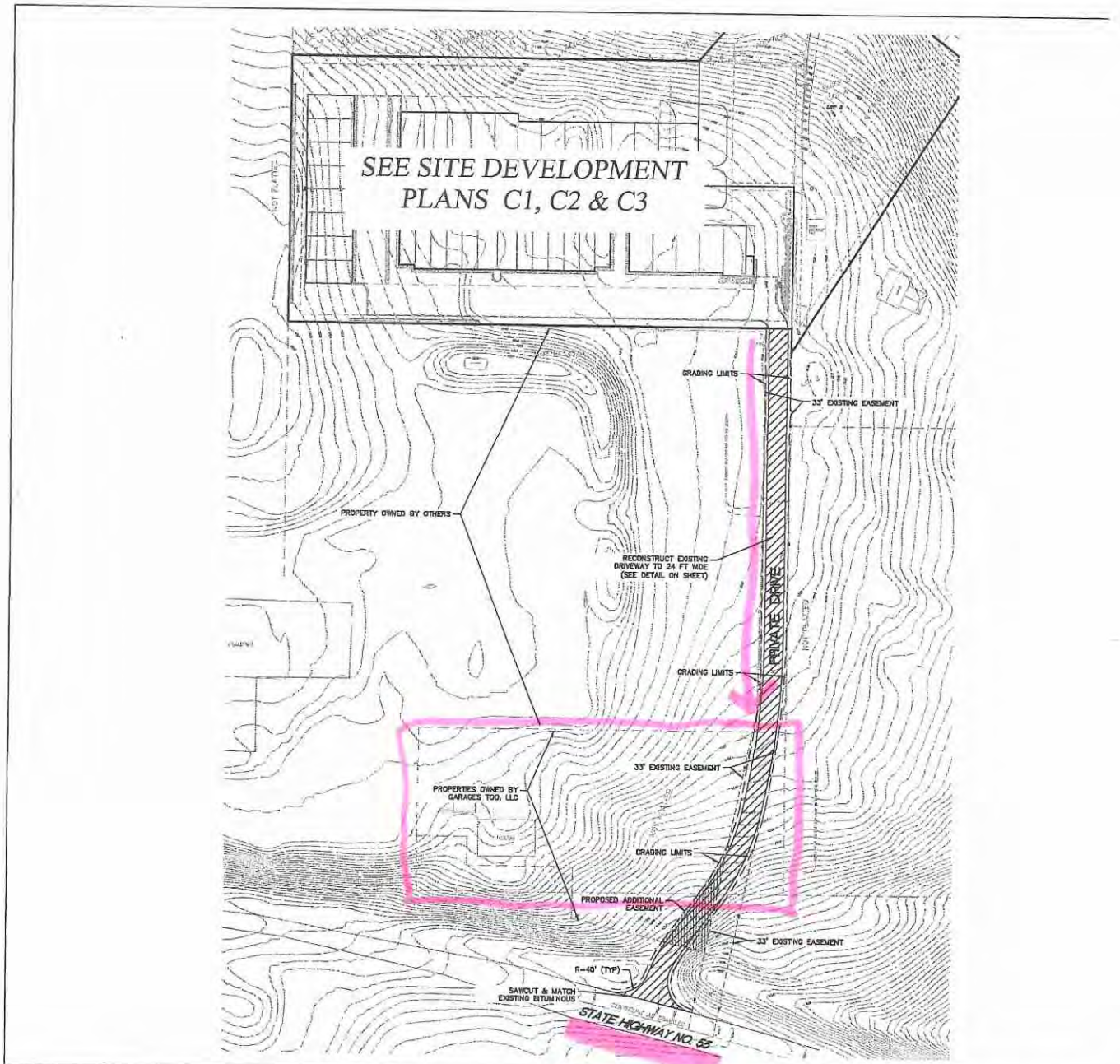
* / 1st I am totally against this whole thing
of Rezoning and building of this Garages
Too (city file 21-016)

~~**~~ 2nd After having a little time - Take a good
look at the drainage of the sight. Why is
the water being diverted down the north side
of the hill in holding ponds towards homes?
When we have hard rains the runoff from
the top of the hill comes down each side of
Horseshoe Bend flooding/pooling in our front yard
and a river/lake through our back yard ending
up in Gunderson's pond filling it. The other
side of Horseshoe Bend water has washed out
6315 driveway 3 times in the past, also goes
over HB into our front yard, close to our house
this all ends up down at Gundersons also. Flood
water filling front-side yard + pond over
flowing and running east Over Rolling Hills Rd.
more than once. Plus water comes down
the ditch heading south on Rolling H.R. The
pond overflows - pooling even up to the back
of his house (See picture on back) →
The drainage should go down the South
side along the driveway to holding ponds
put on the land they own on Hwy 55 →

page 2 of 2

Thank you,
Clarice Dubay
6312 Horseshoe Bend

Then when holding ponds overflow which they will - it can flow east down the huge ditch then under Hwy 55 to Peter Lake (Note: a real Lake not homes!)



To: City of Corcoran City Council, Planning
Commission and all others,

We are property owners at: 6415 HORSESHOE BEND DR.
We are Apposed to the Rezoning, Preliminary Plat,
Variance, Conditional Use Permit, and Site Plan
(city file 21-016) on the property's 22400 State
Hwy 55 + 6315 Horseshoe Bend Dr.

This is a established Residential Family
neighborhood. No rezoning-even when frontage
road and sewer/water is installed in the
future along Hwy 55.

Thank you,
WAK MOE

date: 8-19-2021

05 Aug 1 # - 08 # T - 4 11

To: City of Coconino City Council, Planning
Commission and all others,

RECEIVED

AUG 20 2021

BY:.....

We are property owners at: 22310 Horseshoe TRIAL
We are Apposed to the Rezoning, Preliminary Plat,
Variance, Conditional Use Permit, and Site Plan
(City file 21-016) on the property's 22400 State
Hwy 55 + 6315 Horseshoe Bend Dr.

This is a established Residential Family
neighborhood. No rezoning-even when frontage
road and sewer/water is installed in the
future along Hwy 55.



Peter L. Frank
22310 Horseshoe Trl.
Hamel, MN 55340-9750

Thank you,

Peter L. Frank

date: Aug 19, 2021

RECEIVED
AUG 20 2021

Help Save Our Neighborhood

BY: _____

If you care about the depreciation of your property values. Please take action now. I believe the City Council will be voting on it Thur. Aug. 26th meeting. This will effect all of us: Horseshoe Bend, Horseshoe Trail, Rolling Hills ect. now and in the future when Rezoning is tried again = (after Sewer/water and frontage road is installed from Rolling Hills Rd. to Pioneer Tr.). Submit a simple letter like this so you will be in the records. Do soon as possible. Go to Meeting too!

To: City of Corcoran City Council, Planning Commission and all others,

We are property owners at: 6334 Rolling Hills Rd
We are Apposed to the Rezoning, Preliminary Plat, Variance, Conditional Use Permit, and Site Plan (city file 21-016) on the property's 22400 State Hwy 55 + 6315 Horseshoe Bend Dr.

This is a established Residential Family neighborhood. No rezoning-even when frontage road and sewer/water is installed in the future along Hwy 55.

Thank you,
Steve J. Schmid

date: 8/19/2021

P.S. Drop letter off at Town Hall

To: City of Corcoran City Council, Planning
Commission and all others,

We are property owners at: 6307 Horseshoe Bend
We are Apposed to the Rezoning, Preliminary Plat,
Variance, Conditional Use Permit, and Site Plan
(City file 21-016) on the property's 22400 State
Hwy 55 + 6315 Horseshoe Bend Dr.

This is a established Residential Family
neighborhood. No rezoning-even when frontage
road and sewer/water is installed in the
future along Hwy 55.

Thank you,
Jeff & Dana Clark
date: 8-24-21

P.S. Drop letter off at Town Hall
1 5 - - 1 - - 21 - 21

RECEIVED
AUG 26 2021

BY: Help Save Our Neighborhood

If you care about the depreciation of your property values. Please take action now. I believe the City Council will be voting on it Thur. Aug. 26th meeting. This will effect all of us: Horseshoe Bend, Horseshoe Trail, Rolling Hills ect. now and in the future when Rezoning is tried again = (after Sewer/water and frontage road is installed from Rolling Hills Rd. to Pioneer Tr.). Submit a simple letter like this so you will be in the records. Do soon as possible. Go to Meeting too!

To: City of Corcoran City Council, Planning Commission and all others,



Roland Yager
6419 Horseshoe Bend Dr.
Corcoran, MN 55340-9551

We are property owners at:
We are Apposed to the Rezoning, Preliminary Plat, Variance, Conditional Use Permit, and Site Plan (City file 21-016) on the property's 22400 State Hwy 55 + 6315 Horseshoe Bend Dr.

This is a established Residential Family neighborhood. No rezoning-even when frontage road and sewer/water is installed in the future along Hwy 55.

Thank you,
Roland Yager
date: 25 Aug 2021

P.S. Drop letter off at Town Hall



TO: Corcoran City Council

FROM: Kevin Shay through Kendra Lindahl, Landform

DATE: September 15, 2021 for the September 23, 2021 City Council Meeting

RE: Sketch Plan for 23185 County Road 10 (city file 21-033)

120-DAY REVIEW DEADLINE: October 16, 2021

1. Description of Request

The applicant, Nate Kariniemi, is requesting an opportunity to appear before the City Council to solicit informal comments on a sketch plan for a proposed subdivision of 23185 County Road 10. The proposal includes subdividing the property into three commercial lots on the west side of the site and 15 rural residential lots on the east and south side of the site, with a large outlot dividing the east and west sides of the site. The residential portion of the property would require an Open Space and Preservation (OS&P) plat.

2. Context

The site is an existing 124.5-acre lot with a single-family residential structure on the northeast corner of the site. There are 13 development rights on the property.

Zoning and Land Use

The site is guided Rural/Ag Residential in the Comprehensive Plan and is zoned RR (Rural Residential). A shoreland overlay district runs through the center of the property for Rush Creek.

Surrounding Properties

The properties to the east, south and west are guided Rural/Ag Residential and zoned RR (Rural Residential). The properties to the north are guided Rural Service/Commercial and zoned CR (Rural Commercial). The public works facility is surrounded by this property on the western portion of the site.

Natural Characteristics of the Site

Rush Creek runs through the center of the site. There are natural plant communities on the site identified as a high-quality maple/basswood area on the Natural Resource Inventory Areas Map in the Comprehensive Plan. Further, multiple wetlands are shown on Hennepin County's Natural Resources mapping software as shown on the Site Location map.



3. ANALYSIS:

Sketch Plan

The sketch plan process provides an opportunity for the applicant to get information from the City that can be incorporated into a formal development application. The next steps would be:

1. Application for Comprehensive Plan Amendment, Rezoning and OS&P Plat
2. Application for Final Plat (and development contract)

The plan shows a road connection to the site to the east. The formal plan application must include a ghost plat or concept plan for the site to the east and a ghost plat for how the open space outlots could develop in the future if sewer and water became available.

Comprehensive Plan Amendment and Rezoning

The proposed land use and zoning for the site will require a change on the western portion of the site from Rural/Ag Residential to Rural Service/Commercial for the land use and Rural Residential to Rural Commercial for the zoning. This is a policy change and the Council has a higher level of discretion when reviewing these types of applications. The proposed commercial land would abut commercial land on the north and the public works garage on the south. The change would allow additional commercial opportunities in the City.

- City Council should provide feedback on this request.

Development Rights

The site has 13 development rights. The applicant's proposal shows three assigned to the commercial lots (Lots C-1, C-2 and C-3) and 10 residential lots. The plan shows a 51.2-acre Outlot A and a 3.5-acre Outlot B, each with no development rights.

Open Space and Preservation Plat (OS&P)

The sketch plan would require an OS&P plat with a formal application to increase the development rights to allow the 15 single family lots shown on the sketch plan. The applicant is not including the 3 commercial lots in the OS&P plat. This reduces the gross acreage of the OS&P plat to 99.4 acres.

As part of the OS&P plat 50% of the gross land area is required to be dedicated as preserved open space in no more than 2 parcels. Of the 50% open space 50% must be upland area. The sketch plan shows compliance with the 50% open space requirement but without a wetland delineation we are unable to determine if the upland area can be provided. It appears that the sketch plan could comply with the upland requirement. The ghost plat required with a formal application should show how this upland area could be developed and accessed in the future if sewer and water became available. Outlot A is shown with 60-foot-wide area leading off the cul-de-sac. The ghost plat should show if this for a future road access, to provide a connection to the open space or for access to the farm areas.



The open space is being provided in Outlot A and Outlot B. The Code requires “Open space shall be in a contiguous, connected configuration including or adjacent to existing natural areas or parks. Open space that is divided by a local street shall be considered contiguous.” Outlot B is not connected to Outlot A and does not meet the open space requirements. Outlot B has no building rights and must be eliminated.

An HOA will be required to be created for the development and with a formal application the applicant will need to clarify if the open space will be maintained by the HOA or remain with developer. Regardless of who maintains the open space, a preservation, restoration and management plan will be required with a formal application for review and approval by the city.

The applicant is proposing to increase the existing 10 development rights into 15 development rights by utilizing the 150% bonus available for OS&P plats that develop with a rural street section. The development would be required to comply with the standard rural street section and would not be allowed to have private drives.

Lots 4-6 on the southwest corner of the site heavily impact the high-quality maple/basswood forest. The OS&P ordinance states that the objective of the ordinance is to preserve natural resource areas identified by the Comprehensive Plan. The arrangement of residential lots should be designed to achieve as many of the objectives in the OS&P ordinance. One of which is to locate lots to preserve natural resources to the maximum extent possible in a contiguous, connected configuration. Staff recommends that Lots 5 and 6 on the southwest corner be removed and Outlot B be platted as a lot in in order to preserve the High-Quality natural resources in the southwest area.

- The Council should provide direction.

Lot Standards

The sketch plan appears to show compliance with the RR and CR standards, which require the following minimum standards:

	OS&P	CR (Rural Commercial)
Lot Area	4 acres (maximum)	2.5 acres (minimum)
Minimum Lot Width		100 feet
Minimum Lot Depth		200 feet
Minimum Principal Structure Setbacks:		
Front, From Major Roadways*	100 feet	100 feet
Front, From all other streets	25 feet	50 feet
Front Porch (≤ 120 square feet)	25 feet	n/a
Side	10 feet	20 feet
Rear	25 feet	20 feet
Adjacent to Residential	n/a	50 feet



	OS&P	CR (Rural Commercial)
Maximum Principal Building Height	35 feet	35 feet
Maximum Impervious Surface Coverage	n/a	50%

**Major Roadways are Principal Arterial, A Minor Reliever, A Minor Expander and A Minor Connector Roadways as shown on the 2030 Roadway Functional Classification map in the 2030 Comprehensive Plan.*

***Minimum separation between structures on adjacent parcels shall be 15 feet.*

The shoreland overlay district standards for setbacks, structure height and impervious surface apply to the area within 300 feet of the ordinary high-water level of Rush Creek. This appears to affect the rear of Lots 3-8 of the residential parcels on the northeast and Lot 6 on the southwest. The applicant must comply with the shoreland requirements in Section 1050.020 of the Zoning Ordinance, which requires a buffer adjacent to the creek and additional limitations on building height within the overlay district.

Sidewalks and Trails

The 2040 Comprehensive Plan has a proposed on-road trail shown along northern boundary of this property on County Road 10 and an existing trail on County Road 19. Hennepin County may require right of way to be dedicated for the County Road 19 trail. A proposed off-road trail is shown along Rush Creek. Staff recommends the trail be located on the west side of the creek from north to south property lines.

City Council should discuss whether the trail should access directly from the County Road 10 on-road trail, whether it should provide an access to the residential properties through the ends of the cul-de-sacs, whether it should connect to the commercial area and whether a connection to the CR 19 trail should be planned.

Transportation/Access

The applicant is proposing three accesses with one serving the residential lots on the northeast, one serving the residential lots on the southwest and one serving the proposed commercial lots. The commercial lots will be accessed from the new proposed roadway extending from County Road 19, which will also provide the public works facility with access. All access locations and required improvements (including potential turn lanes) are subject to Hennepin County review and approval.

Utilities

The entire site is located outside the MUSA and will be served with well and septic.

Ponding

Stormwater ponding can be provided on site in compliance with local and state requirements.

Floodplain

The site has 100-year floodplain generally surrounding Rush Creek. The applicant will need to comply with the requirements of Section 1050.030 of the Zoning Ordinance



Wetlands

There are a number of wetlands on site. The applicant must submit a wetland delineation for review and approval by the City as the LGU for the WCA. If wetland impacts are proposed additional applications for mitigation would be required.

The applicant must comply with the wetland buffer and setback requirements in Section 1050.010 of the Zoning Ordinance.

4. RECOMMENDATION:

Staff recommends that the City Council review and discuss the sketch plan and provide the applicant with informal comments.

Any opinions or comments provided to the applicant by the City Council are considered advisory only and shall not constitute a binding decision on the request.

Attachments

1. Site Location Map
2. City Engineer's Memo dated September 15, 2021
3. Applicant Narrative dated June 18, 2021
4. Sketch Plan dated September 13, 2021
5. Official Zoning Map
6. 2040 Future Land Use
7. Parks and Trails Plan
8. Natural Resource Inventory
9. Wetland Locations and Classifications






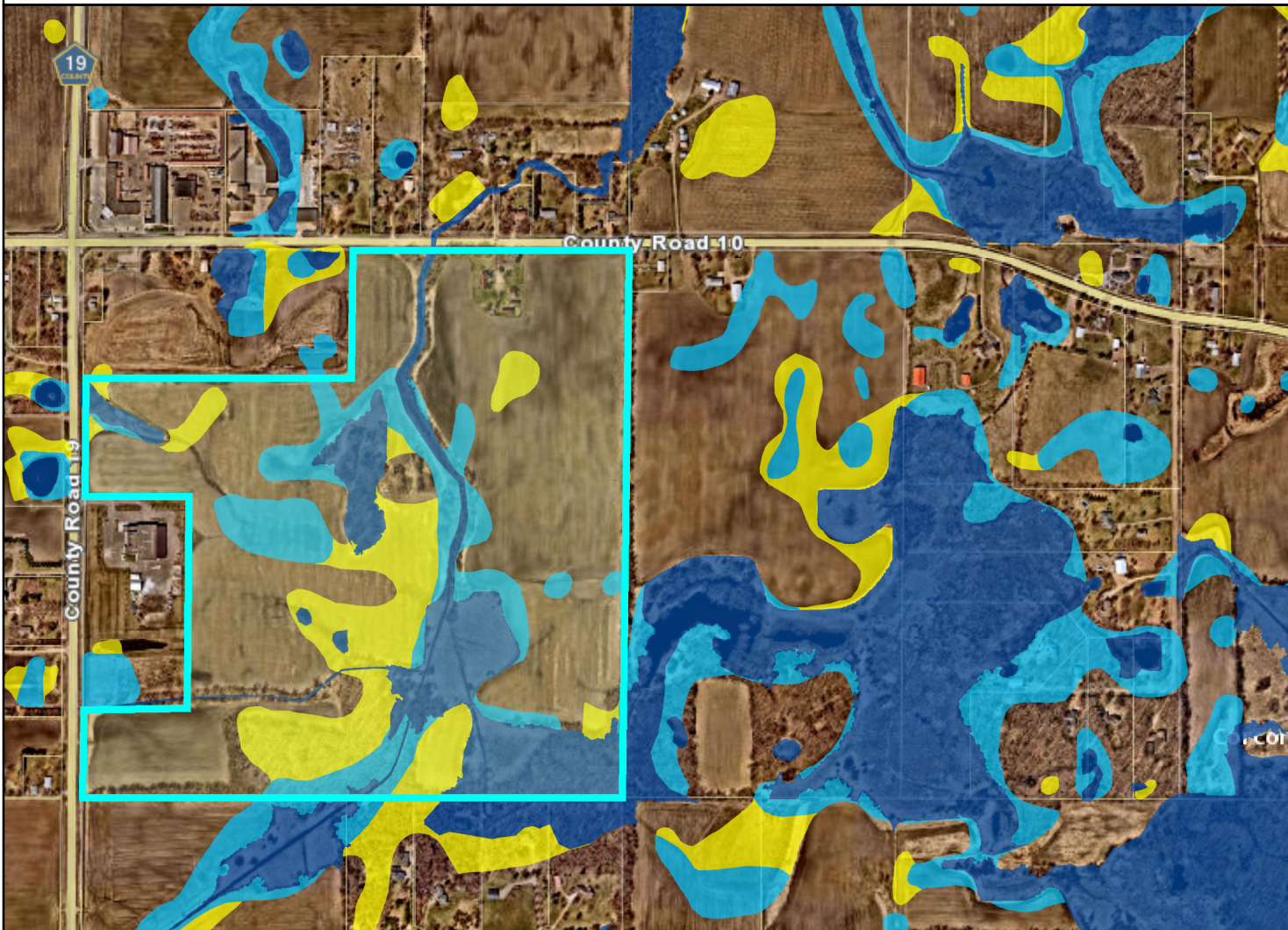
Hennepin County Natural Resources Map

Date: 9/14/2021

Legend

Wetlands

-  Potential Wetland - HCWI
-  Probable Wetland - HCWI
-  Probable Wetland - NWI



PID: 1811923110002
Address: 23185 Co Rd No 10,
Corcoran 55374
Owner: Willow 1 Llc
Acres: 124.54

Comments:

1 inch = 800 feet



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.

COPYRIGHT © HENNEPIN COUNTY 2021

To: Kevin Mattson, City of Corcoran

From: Kent Torve, City Engineer

Project: Karineimi_Roehlke Concept

Date: ~~August 19, 2021~~ Updated September 16th

Exhibits:

This Memorandum is based on an updated review of the concept, however the majority of site issues remain the same. **Some differences highlighted in yellow.**

1. Concept Plan on Outlot A, Roehlke Addition by Otto and Associates, ~~6-18-21~~ 9-13-21
 - a. Project shows nine new residential lots (access from CR 10), six residential lots (CR 19), three commercial lots (CR 19) and outlots.

Comments:

General:

1. Comments provided are high level comments based on the concept plan schematic provided. Additional comments should be anticipated on future submittals on the details of the development.
2. In addition to engineering related comments per these plans, the proposed plans are subject to additional planning, zoning, public safety, and all other applicable codes and standards of the City of Corcoran, NPDES, WMO, Hennepin County, etc.
3. Adjacent site to northeast is historical site (Burschville School) and may receive additional attention and protection during construction.

Plat:

1. The applicant shall show all drainage and utility easements and all platting requirements met per the City Code. Drainage and utility easements shall be provided as standard per City requirements.
2. Easements should be provided over all infrastructure used for the conveyance and treatment of stormwater.
3. Easements should be provided over any/all public infrastructure as applicable.
4. All existing easement, if any, should be provided to the City for review. Vacation of existing easements requires a City process.
5. Project shows a ROW connection to the east between ~~Lots 3 and 4~~ **Lots 1 and 2**, City may require paving the street stub.
 - a. ROW stub may need turnaround to meet City requirements.
6. Ghost plat parcel to east to ensure ROW is in proper location.
7. Access to Outlot A is provided.

August 17, 2021

Kariniemi_Roehlke Concept

Kevin Mattson

Page 2 of 2

Transportation

1. County is permitting agency for CR 10 and CR 19. Turn lanes may be required and would be constructed under a City project with developer providing escrow.
2. County is permitting agency for access to commercial lots along CR 19. Current concept shows separate access adjacent to Public Works.
3. The need for fire access around any commercial buildings shall be determined by Public Safety at time of building permit.

Stormwater

1. Stormwater management appears manageable for the residential lots.
2. FEMA floodplain exists and may affect the initial layout.
3. Stormwater management for commercial lot C-1 appears challenging due to wetland, required buffer, etc.
4. A stormwater management plan shall be provided to confirm that stormwater management is in accordance with City of Corcoran and Elm Creek Watershed Management Commission Standards.
5. The City's Stormwater Guidelines shall be used for stormwater systems and modeling.
6. WMO typically requires that the model P8 or a similar calculation to demonstrate that the site meets the total phosphorous and total suspended solids reduction standards for all treatment practices.
7. Provide a hydraulic stormwater model to ensure that the proposed development meets all required rate control standards and does not adversely impact surrounding properties.
8. Adjacent D&D site will direct some drainage to its southeast corner, however this is minimal and will be reviewed for potential of erosion. Prior ComLink site directed more drainage to this location, so D&D has lessened the impact to Roehlke parcel.
9. If filtration is required by WMO for the site, the City strongly prefers a NURP pond with filter bench (offset to one side of the pond) be used with adequate maintenance access.
10. Incorporate any turn lane drainage (CR 10 and CR 19) into the site's SWMP and WMO permitting.

Fire Protection, Private Wells and Septics

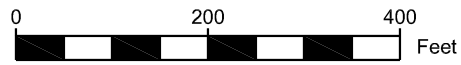
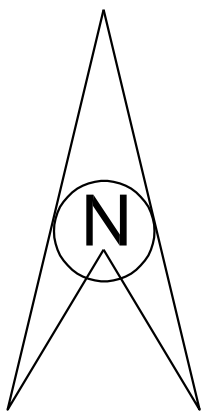
1. Public Safety should review the need for any future fire protection within the property.
2. If not used with the current development, any wells which service the existing property should be abandoned by a licensed contractor.
3. Any existing septic system should be abandoned by a licensed contractor.

End of Memo

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

- ① Request council support to rezone three commercial lots accessing from the city road
- ② Provide land for park in lieu of fees
- ③ Plat 10 residential lots on NE corner
- ④ Meet shoreland overlay requirements
- ⑤ Rural residential to commercial fits the area between D&D site and city property

Concept Plan



Total Plat Area = 126.66 ACRES

Existing Development Rights = 13 Lots

Total Lots Proposed = 10 Development Rights x 1.5 (OSP Plat) = 15 RR Lots, 3 Commercial

Commercial Area = 27.2 Acres

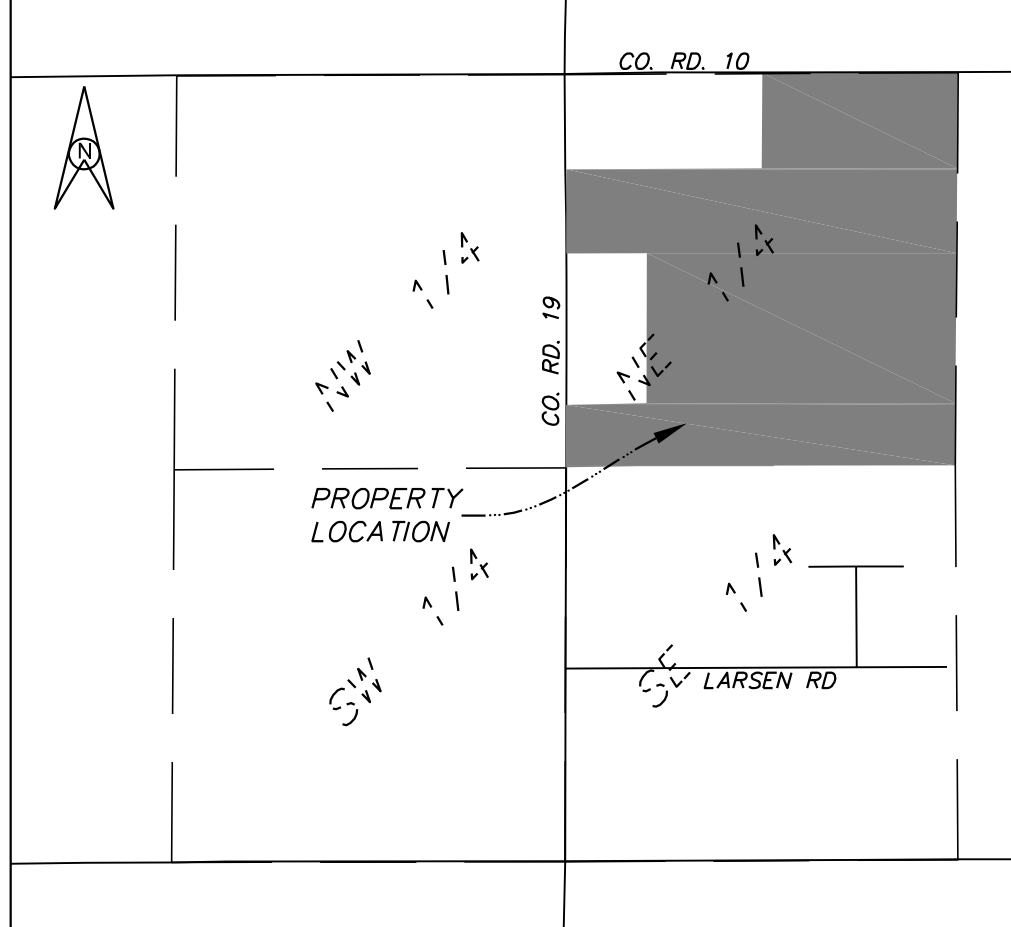
RR Area = 99.4 Acres

OSP Open Space Required = 99.4 x 0.5 = 49.7 Acres

Open Space Provided = 54.7 Acres

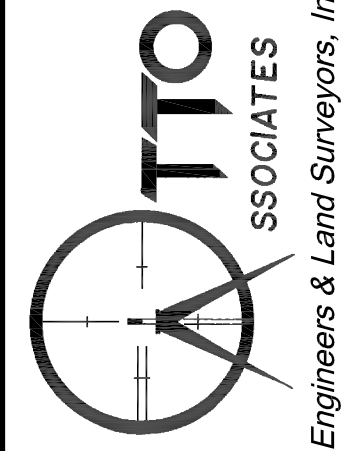
Vicinity Map

Not to Scale
SEC. 18, T. 119, R. 23



- denotes iron monument found
- denotes 1/2 inch by 1/4 inch iron pipe set and marked by License #40062

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



Project No. 21-0188



Requested By:

Nathan Kariniemi

Date: 6-18-21

Drawn By: M.L.O.

Scale: 1"=200'

Checked By: P.E.O.

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

Paul E. Otto
Paul E. Otto
License #40062 Date: 9-13-21

Concept Plan on Outlot A, ROEHLKE ADDITION, Hennepin County, Minnesota.





























Revised:



CITY OF CORCORAN

Official Zoning Map

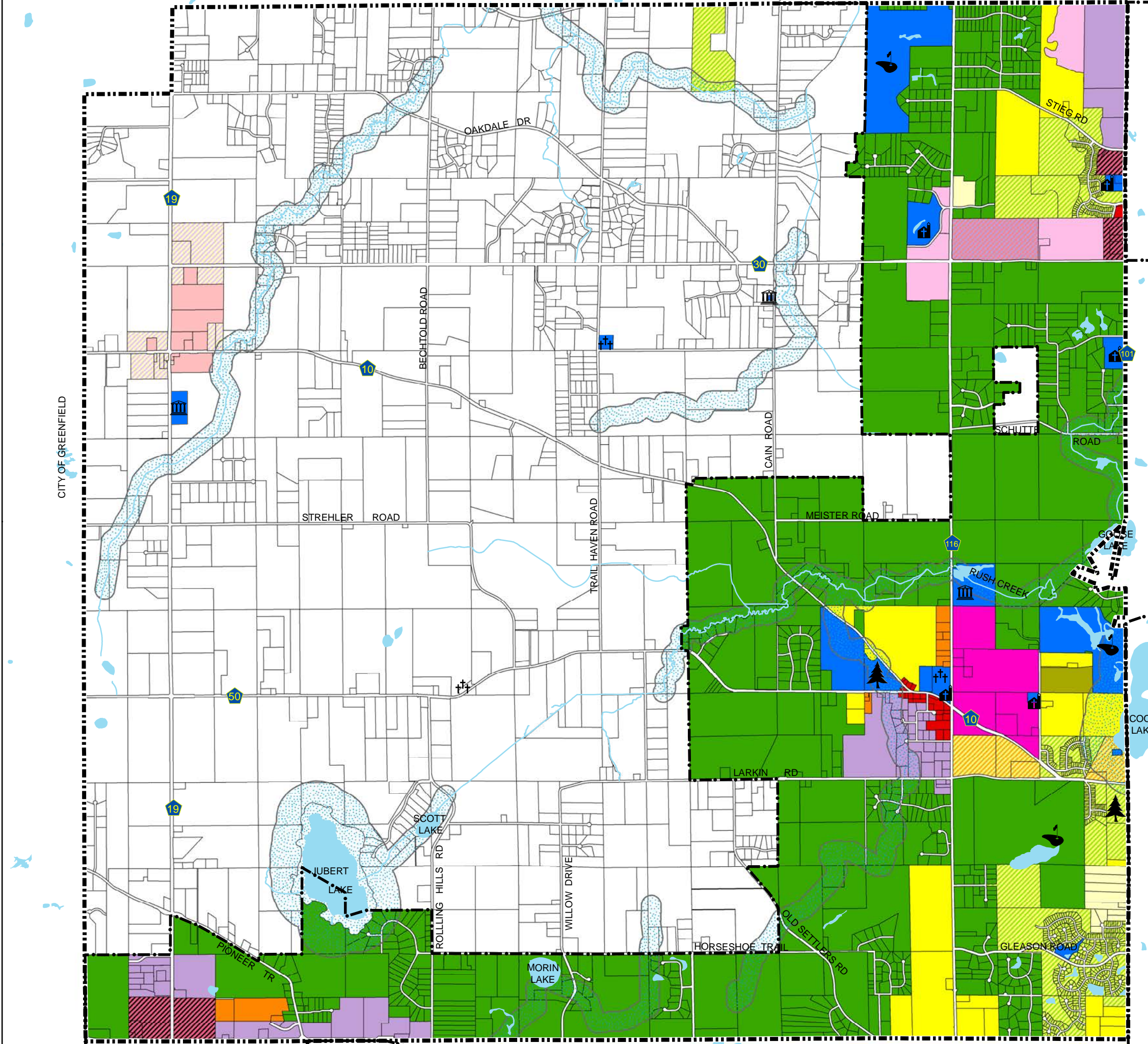
Zoning Districts:

-  UR Urban Reserve
-  RR Rural Residential
-  RSF-1 Single Family Residential 1
-  RSF-2 Single Family Residential 2
-  RSF-3 Single and Two Family Residential 3
-  RMF-1 Medium Density Residential
-  RMF-2 Mixed Residential
-  RMF-3 High Density Residential
-  MP Manufactured Home Park
-  P-1 Public / Institutional
-  TCR Transitional Rural Commercial
-  CR Rural Commercial
-  C-1 Neighborhood Commercial
-  C-2 Community Commercial
-  DMU Downtown Mixed Use
-  GMU General Mixed Use
-  BP Business District
-  I-1 Light Industrial
-  PUD Planned Unit Development
-  Cemetery
-  Church
-  Golf Course
-  Government Building
-  Public Park
-  2040 Metropolitan Urban Service Area
-  City Limit
-  Open Water
-  Shoreland Overlay District

3,000 1,500 0 3,000 Feet



Updated September 2020
Adopted June 2011



CITY OF GREENFIELD



CITY OF CORCORAN

2040 COMPREHENSIVE PLAN

Map 2-1 2040 Future Land Use

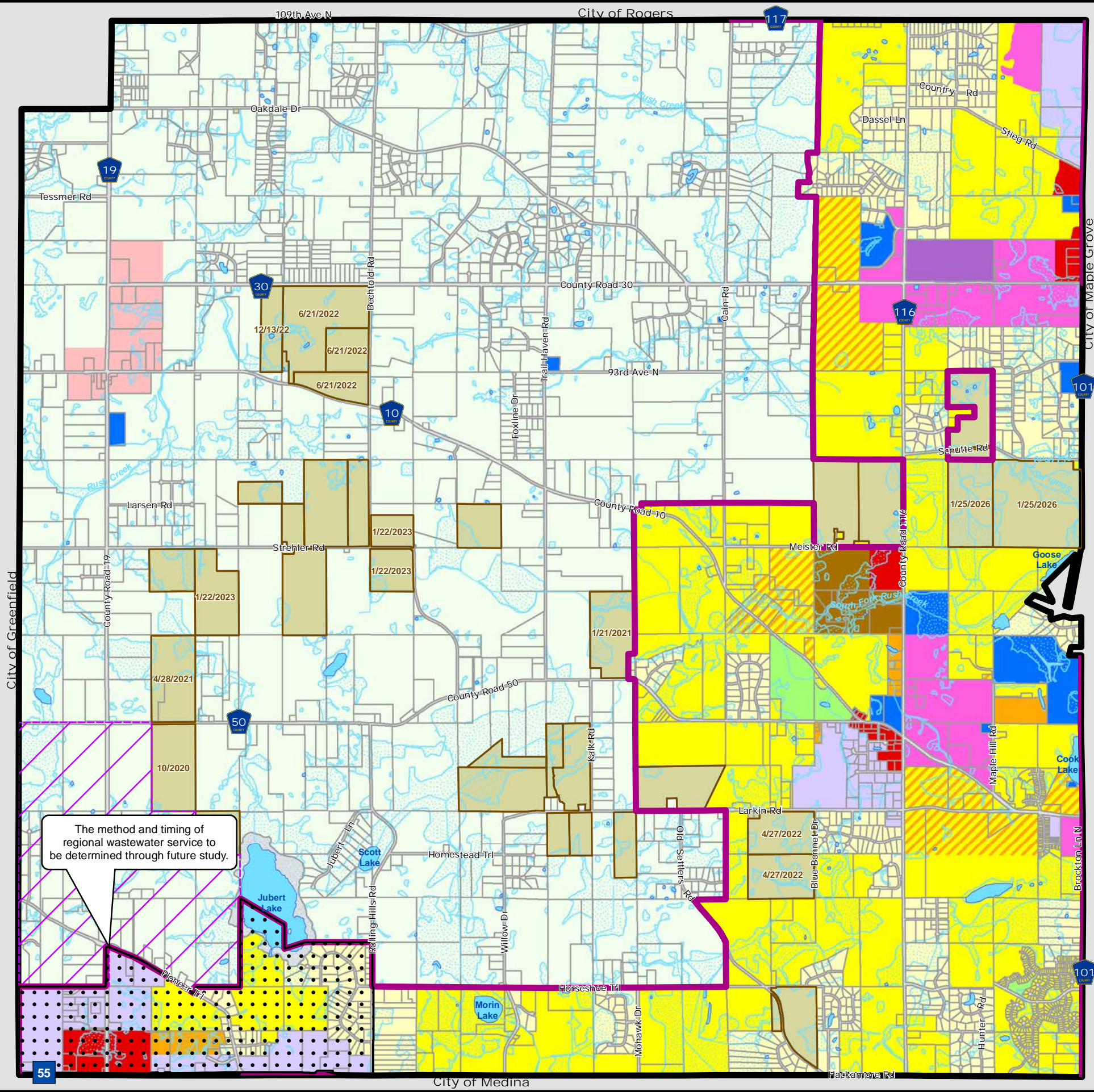
- Rural/Ag Residential
- Existing Residential
- Low Density Residential
- Medium Density Residential
- Mixed Residential
- High Density Residential
- Rural Service/Commercial
- Commercial
- Mixed Use
- Business Park
- Light Industrial
- Public/Semi-Public
- Parks/Open Space
- Agricultural Preserve (Date of Expiration)
- Open Water
- Municipal Boundary
- 2040 MUSA
- Future MUSA Expansion Area
- Future Study Area
- Parcel Boundaries
- Streams
- Lake/Open Water
- Wetlands

Source:
Revised National Wetland Inventory (MN DNR, 2009-2014)

3,000 1,500 0 3,000



Feet

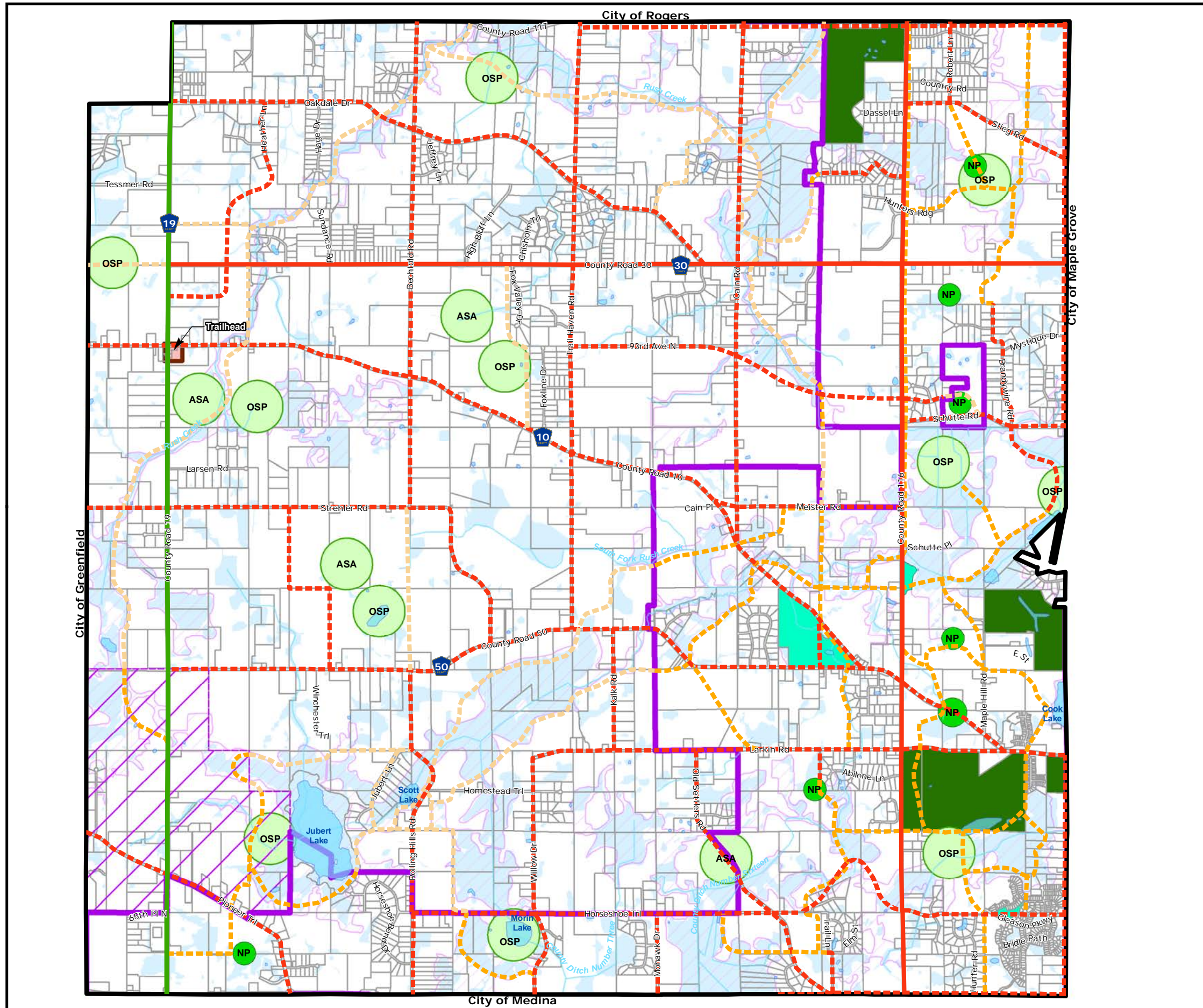




CITY OF CORCORAN

2040 COMPREHENSIVE PLAN

Map 5-1 Parks and Trails Plan

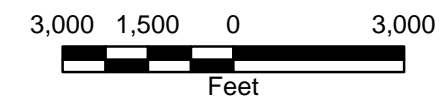


Existing Parks and Trails

- Regional Trail
- Existing On Road Trail
- City Park
- Trailhead
- Private Park/Open Space

Proposed Parks and Trails

- Proposed On Road Trail
- Proposed Off Road Trail
- Proposed Off Road Trail outside 2040 Development Area
- Neighborhood Park
- Community Park
- Greenway Corridor
- Municipal Boundaries
- 2040 MUSA
- Future MUSA Expansion Area
- Parcel Boundaries
- Streams
- Lake/Open Water
- Wetlands



Path: L:\2294\100\2040CompPlan\Parks and Trails Map.mxd
Date: 1/15/2019 Time: 1:22:31 PM User: Shu.JC0243



CITY OF CORCORAN

2040 COMPREHENSIVE PLAN

Map 1-7 Natural Resource Inventory Areas

- ★ Natural Community
- Rare Species Occurrence
- High Quality Natural Community

Natural Plant Communities

Wetlands

- Wet Prairie
- Emergent
- Shrub
- Floodplain Forest
- Open Water
- Flood Plain (Reed Canary Dominant)

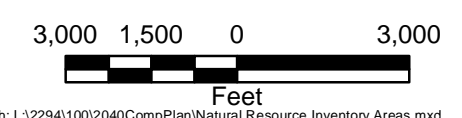
Uplands

- Savanna/Pasture
- Maple/Basswood
- Oak Forest
- Disturbed Woodland
- Old Field

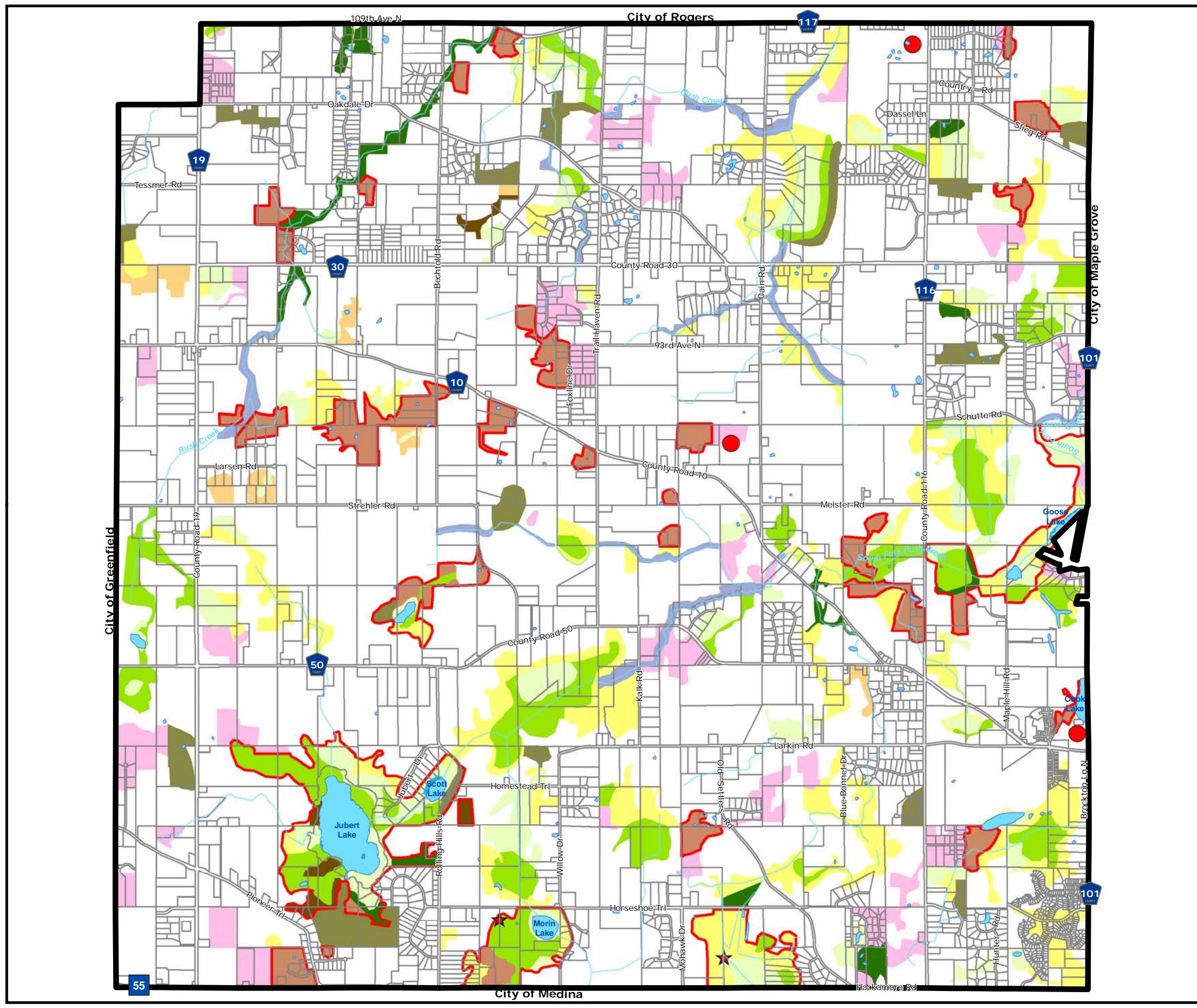
- Municipal Boundary
- Parcel Boundaries
- Streams
- Lake/Open Water

Note: Due to limitations of map scale, distribution and proportion of Natural Community types within each colored area are approximate.

Source: Natural Plant Communities, Rare Species Occurrence (Natural Resource Inventory and Management Plan, Nov. 2001, Bonestroo Rosene Anderlik & Associates)



Path: L:\2941\00\2040CompPlan\Natural Resource Inventory Areas.mxd
Date: 1/7/2019 Time: 1:10:39 PM User: ShuJC0243















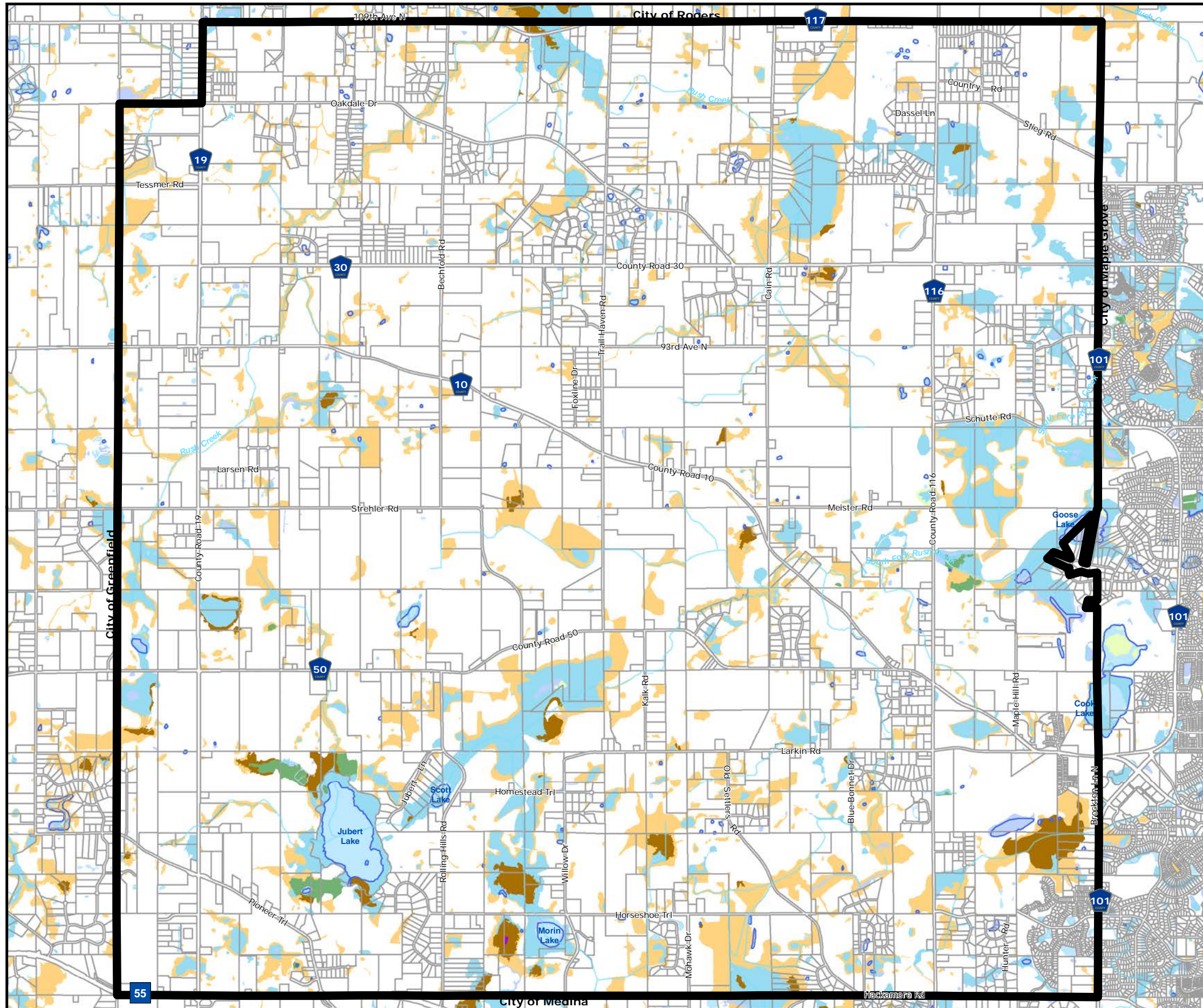
CITY OF CORCORAN

2040 COMPREHENSIVE PLAN

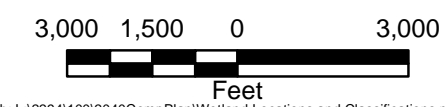
Map 1-11

Wetland Locations and Classifications

-  1 - Seasonally Flooded Basin or Flat
-  2 - Wet Meadow
-  3 - Shallow Marsh
-  4 - Deep Marsh
-  5 - Shallow Open Water
-  6 - Shrub Swamp
-  7 - Wooded Swamp
-  8 - Bogs
-  Municipal Boundary
-  Streams
-  Parcel Boundaries
-  Lake/Open Water



Source:
Revised National Wetland Inventory (Minnesota Department
of Natural Resources 2009-2014)



Path: L:\2294\100\2040CompPlan\Wetland Locations and Classifications.mxd
Date: 1/7/2019 Time: 3:19:04 PM User: ShuJC243

STAFF REPORT

Agenda Item 9a.

Council Meeting: September 23, 2021	Prepared By: Jessica Beise
Topic: Draft Solid Waste Collection Ordinance	Action Required: Direction

Summary:

On May 13th the City Council provided feedback to staff regarding how to meet the requirements of Hennepin County to provide organics recycling to residents. Per the feed back to Council staff has drafted a solid waste collection ordinance. Ordinance requires each hauler to offer organics recycling to residents, provide for the City as an additional insured and limits hauling to one day a week to assist with road maintenance.

The City attorney has reviewed and provided feedback on the proposed ordinance. Following Council input staff would draft the final ordinance for adoption in October and contact haulers to being the licensing process.

Financial/Budget:

A licensing fee would be proposed with adoption of the 2022 fee schedule.

Options:

1. Direct provide direction the solid waste collection ordinance.

Recommendation

Staff would like feedback on the ordinance as proposed.

Council Action:

Provide feedback on the proposed ordinance.

Attachments:

1. Draft Ordinance

XXX. Solid Waste Collection

Section XXX PURPOSE.

The City Council finds that it is in the best interests of the health and safety of the residents of Corcoran to mandate that all residential and other generators of waste in the city provide for disposal thereof as set forth in this section. Disposal of waste in accordance with this section will help to ensure that waste is disposed of properly and promptly and will help to avoid the potential health and safety risks to residents and persons in the City caused by improper disposal or lack of disposal of waste. Further, the City finds that the licensing of solid waste haulers will assist the City in providing for the orderly and timely removal of waste.

Section XXX. DEFINITIONS.

The terms "construction debris", "hazardous waste", "mixed municipal solid waste", "solid waste" and "yard waste" shall have the meanings given to them in Minnesota Statutes, sections 115A.03 and 116.06, unless the context clearly indicates to the contrary.

Section XXX. SOLID WASTE STORAGE AND DISPOSAL REQUIREMENTS.

Subd. 1 Storage. Each residential household is responsible for preventing the accumulation of solid waste on property occupied by the household. On the designated day of pickup, all solid waste must be set out in a designated container as described in Subd. 2 of this section for collection. Each household shall contain its solid waste in the designated container. Each container shall be placed as instructed by the collector along the street, sidewalk, or roadside for arranged collection.

Each commercial, industrial, or institutional generator of solid waste shall prevent the accumulation of solid waste on their property. Such storage shall be in containers similar to those used by residential households, except that dumpsters with closefitting covers may be substituted.

Subd. 2 Container Required. All solid waste shall be stored in containers which shall be watertight and shall have tight-fitting lids. All containers shall be maintained in a clean and sanitary manner. Any solid waste which by its size or bulk cannot be stored in a container shall be secured to the ground in such a manner to prevent the scattering of the waste by animals or wind.

Section XXX. Collection and Removal of Solid Waste and Other Waste.

Subd. 1 No person shall act as a solid waste hauler in the City without first obtaining the appropriate license issued by the City. Any person desiring a license to collect solid waste in the City shall submit a completed license application form along with the license fee and certificate of insurance required in Section X hereof.

Subd. 2 Contracted Provisions. The city may enter into contracts for the collection of recyclable materials, from residential households or other generators.

SEC. XXX REQUIREMENTS FOR LICENSE

Subd 1. License Fee. Payment of the license fee as prescribed from time to time by the City Council shall be required prior to issuance of such license.

Commented [JT1]: Are fees pro-rated for applicant's who apply mid-year?

Commented [JB2R1]: Yes

Subd 2. Insurance. Before a solid waste hauler license shall be issued, the applicant shall carry and file insurance certificates with the City showing proof of workers' compensation insurance (including employer's liability insurance), commercial general liability insurance, and automobile liability insurance in accordance with the minimum requirements set forth below. The City, including its elected and appointed officials, employees, and agents, shall be named as an additional insured in all such policies with the exception for workers' compensation insurance.

1. General Liability. The applicant 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, personal injury, advertising injury, and contractually assumed liability.

2. Automobile Liability. The applicant 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. The applicant agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The applicant 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.

The applicant's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the applicant's performance under its license with the City.

The applicant's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

Subd 3. Minimum Services. Before a solid waste hauler license may be issued, an applicant shall provide the following minimum services at a price indicated on the application form:

1. Residential Dwellings.

- a. Weekly collection of garbage and other refuse to be disposed of at a proper waste disposal site.
- b. Weekly collection of yard waste to be disposed of according to law.
- c. Weekly collection of organics recyclables and waster to be disposed of according to law.
- d. Monthly collection of special waste to be disposed of according to law.
- e. Walk-up service for those customers who request it.

2. Multiple Residential Dwellings and Commercial Establishments.

- a. Weekly collection of garbage and other refuse to be disposed of at a licensed waste disposal site.
- b. Weekly collection of yard waste to be disposed of according to law.
- c. Weekly collection of organics recyclables and waster to be disposed of according to law.
- d. Monthly collection of special waste to be disposed of according to law.

Subd 4. Schedule of Rates. Before a solid waste hauler license shall be issued, the applicant shall file a schedule of rates to be charged during the licensing period for which the application is made. Every licensee shall provide written notification to the City and the licensee's customers at least sixty (60) days in advance of any change in rates to be implemented during the license period.

SEC. XXX EXPIRATION OF LICENSE

All licenses shall expire annually on December 31.

SEC. XXX REVOCATION

A licensee's failure to comply with the provisions of this Section or any of the conditions attached to the license shall be grounds for license revocation without refund of the license fee. City action to revoke a license shall in no way limit the City's authority to enforce the terms of this ordinance or exercise any other remedy available to the City at law or in equity.

SEC. XXX HAULER'S EQUIPMENT

Licensees shall use equipment so constructed that the solid waste material shall not leak or spill during transport to the disposal site. The equipment shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street stand in any street or public place longer than is necessary to collect the solid waste materials. The licensee shall also ensure that the collection site is left free of litter.

SEC. XXX REPORT TO CITY

Licensees shall submit to the City an annual report summarizing their business in the City on a form provided for such purpose. Upon request, licensee shall provide documentation supporting the data reported to the City.

SEC. XXX COLLECTION REQUIRED

Every single residential dwelling, multiple residential dwelling, commercial establishment and any other establishment generating solid waste shall make arrangements for the collection and disposal of solid wastes with a hauler licensed to do business in the City. Exceptions may be approved by the City Council for environmentally sound alternatives.

SEC. XXX RESIDENTIAL DWELLING ZONES

The City shall be divided into zones by the City Council for solid waste collection from residential dwellings. The entire City may be declared by the Council to be a single zone. Solid waste from those residential dwellings within each zone shall be collected on the same day.

SEC. XXX DATE AND TIME OF COLLECTION

Licensees may only collect solid waste on Tuesdays, unless the City Council specifically authorizes collection on another day. Council authorization for a different day of collection may be specific to a licensee(s), and the authorization shall not apply to other haulers, unless specifically permitted by the City Council. Collection of solid waste shall occur only during the following times: 7:00 a.m. -- 6:00 p.m.

Section XXX. NON-COMPLIANCE.

Subd. 1 Proper Disposal. No person shall deposit or allow the deposit of solid waste from any source in any place other than a sanitary landfill or other county-designated facility. The discarding of solid waste, construction debris, hazardous waste, yard waste or recyclable materials on any street, alley, drive, park, playground, or other public place or on any vacant lot shall constitute violation of this section whether it is discarded by the individual upon whose premises the material originates or by some other person or collector, licensed or unlicensed.

Subd. 2 Failure to Dispose. It shall be unlawful for any person, firm, or corporation to fail to dispose of solid waste or other waste which may be or which may accumulate upon property owned or occupied by the generator in a sanitary manner.

Section XXX. ENFORCEMENT.

Violations of the provisions of this ordinance shall be a misdemeanor. Further, any person who person or entity who performs or directs the performance of solid waste hauler activities within the City without obtaining and adhering to the terms of the license required by this Section shall be guilty of a misdemeanor. Every day in violation shall constitute a separate offense. The city may also seek enforcement of this ordinance through civil judicial remedy including, but not limited to, injunction and mandamus. Any costs incurred by the City in enforcing the provisions of this ordinance, including reasonable attorneys' fees, shall be the responsibility of the party in violation. Those such costs which are attributable to a specific property within the city and which are invoiced and remain unpaid may be assessed against the property in the same manner as are other unpaid fees.

STAFF REPORT

Agenda Item 10a.

Council Meeting: September 23, 2021	Prepared By: Brad Martens; Kevin Mattson
Topic: City Park Water Connection	Action Required: Approval

Summary:

The well at City Park has been poorly performing for several years and has recently failed. Water is needed for the park building as well as for flooding rinks and other maintenance items.

Staff has investigated the following options:

1. Repair the old well
 - a. Been attempted numerous times and no longer a viable option
2. Drill a new well
 - a. The anticipated cost of drilling a new well exceeds \$50,000.
3. Connect to the municipal water system
 - a. The anticipated cost of connecting to the municipal system is \$10,000 plus an additional connection fee of \$1,360 to the City of Maple Grove.
4. Do nothing
 - a. Park building is unusable for a warming house.
 - b. Fairly significant impact to park maintenance operations
 - c. Unknown timeline for when future City Park improvements may occur

Staff believes this water service connection could be utilized in some capacity when the future City Park improvements move forward.

Financial/Budget:

No budget exists for these costs however staff feels it is a necessary project. At the suggestion of Mayor McKee, staff reviewed eligibility for ARPA funds and staff does believe this would be an eligible use of those funds.

Options:

1. Authorize staff to initiate a project to connect City Park to the municipal water system in the amount of \$11,360.
2. Authorize staff to initiate a project to drill a new well at City Park.
3. Decline.

Recommendation:

Staff recommends connecting to the municipal water system due to the costs. It is likely that a future well would be required for irrigation with the planned improvements to City Park. This municipal connection would also be needed in the future.

Council Action:

Consider a motion authorize staff to initiate a project to connect City Park to the municipal water system in the amount of \$11,360.

Attachments:

1. City Park Building Water Service Quote - EJ Mayers, Inc.

PROPOSAL

E. J. Mayers INC

21000 Larkin Road
Hamel, MN 55340
Email:erniemayers@comcast.net

Phone: (612) 490-0115
Fax: (763) 478-9860
President: Ernie Mayers
Vice President: Jean Schlosser

Proposal Submitted To:

Name City of Corcoran
Street 8200 Co. Rd. 116
City Corcoran
State Mn Zip 55340
Phone 763-420-2288

Worked To Be Performed At:

Hockey Rink Building
Street Co. Rd. 50
City Corcoran State Mn
Date of Plans 9-7-21
Architect _____

1) Bore to install a 4" water line from the main into the building.
A) Includes connection to a existing TEE stub at the main.
B) Minimal restoration
C) 4" gate valve at the main.
D) Does not include private utilities locate.
E) Does not include ~~at~~ Cold weather work

Dollars \$10,000.-

Respectfully submitted E. J. Mayers Inc.
Per Ernie Mayers

Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Date _____ Signature _____

STAFF REPORT

Agenda Item 10b.

Council Meeting: September 23, 2021	Prepared By: Brad Martens; Kevin Mattson
Topic: Schedule Work Session – Water Supply Planning	Action Required: Schedule Work Session

Summary:

At the September 9th meeting the City Council authorized the preliminary design of the NE Corcoran Water Supply project. This project requires an upfront discussion on significant items such as type and location of water storage. Staff requests the Council schedule a work session at 5:30 pm on October 28, 2021 to continue these discussion.

Financial/Budget:

Costs for preparing and following up on work session items are included in the approved preliminary design project.

Options:

1. Schedule a work session for 5:30 pm on October 28, 2021
2. Schedule a work session for a different day and time.

Recommendation:

Schedule a work session for 5:30 pm on October 28, 2021

Council Action:

Mayor to schedule a work session for 5:30 pm on October 28, 2021

Attachments:

None

Mark R. Becker
Attorney

D 612.359.7620
mbecker@fwhtlaw.com

333 South Seventh Street
Suite 2600
Minneapolis, MN 55402
T 612.359.7600
F 612.359.7602

fwhtlaw.com

**FABYANSKE
WESTRA
HART &
THOMSON**

August 30, 2021

Via U.S. Mail and Email

John Thames
Carson, Clelland & Schreder
6300 Shingle Creek Parkway, Suite 305
Brooklyn Center, MN 55430

**Re: SETTLEMENT - State of Minnesota, et al., ex rel. Steven Kleiber v. Nelson
Auto Center, Inc. et al.
District Court File No.: 62-CV-19-876
Appellate Court Case No.: A20-0653**

Dear Mr. Thames:

We represent Steven Kleiber. You are receiving this letter because you have been identified as the attorney for the City of Corcoran ("Corcoran"). As you may recall, Mr. Kleiber commenced the above titled *qui tam* action (the "Action") under the Minnesota False Claims Act ("MFCA") related to alleged overcharging by Nelson Auto Center, Inc. ("Nelson Auto") for police and emergency vehicles under state contract numbers 37669 and 83065 (the "Contracts"). Your client, Corcoran, was one of the entities Mr. Kleiber asserted claims on behalf of in the Action.

Since commencement of the Action, Mr. Kleiber and Defendants have agreed to settle the Action for a total sum of \$1.1 million. A copy of the Proposed Mediated Settlement Agreement with Exhibits A-E (the "Settlement Agreement") is enclosed. The Settlement Agreement has been submitted to and approved by Judge Thomas A. Gilligan of the Ramsey County District Court. A copy of the District Court's Interim Order approving the Settlement Agreement is also enclosed.

Although set out in detail in the Settlement Agreement, you should be aware that the total amount of the settlement proceeds are to be distributed as follows:

1. \$478,131.50 to entities on whose behalf Mr. Kleiber pursued claims in the Action, such as Corcoran;
2. \$200,980.50 to Mr. Kleiber as his distribution pursuant to § 15C.13 of the MFCA;
3. \$34,558.15 to Mr. Kleiber's attorneys, Fabyanske, Westra, Hart & Thomson, P.A. ("FWHT"), for costs incurred in the Action as provided for in § 15C.12 of the MFCA; and

4. \$386,329.85 to FWHT for attorneys' fees incurred in the Action as provided for in § 15C.12 of the MFCA.

Under the terms of the settlement agreement, the distribution amount each individual entity, such as Corcoran, is entitled to is \$158.06 per vehicle purchased under the Contracts that Mr. Kleiber identified the respective entity was allegedly overcharged for. The per vehicle amount was determined by taking the total amount to be distributed to the entities (\$478,131.50) and dividing that by the number of vehicles purchased that Mr. Kleiber identified entities were allegedly overcharged on, 3,025.

Mr. Kleiber identified that Corcoran was allegedly overcharged on 6 vehicle purchases under the Contracts. Thus, Corcoran's distribution under the Settlement Agreement would be \$948.36. A complete calculation of the distribution amount for each entity Mr. Kleiber pursued claims on behalf of in the Action is attached as Exhibit B to the Settlement Agreement.

That being said, while Mr. Kleiber and Defendants have agreed to settle the action, and the District Court has approved their agreement, the terms of the settlement agreement and § 15C.05(a) of the MFCA require both the District Court *and* the Prosecuting Attorney (as defined by § 15C.01 of the MFCA) to consent to the settlement and dismissal of the Action and to provide their reasons for consenting in order for the settlement to be finalized.

To that end, after your review of the enclosed settlement documents and the District Court's Interim Order, we request that you indicate in writing whether your client, Corcoran, approves the settlement and the reasons for consenting, or objects to the settlement and the reasons for such objection. To make this election simpler for each entity, the parties may make their respective elections by filling out the form on the following page and returning it by mail or email at the following addresses:

Mailing Address: Fabyanske, Westra, Hart & Thomson, P.A.
Attn: Mark R. Becker & Alexander B. Athmann
333 South Seventh Street, Suite 2600
Minneapolis, MN 55402

Bassford Remele, P.A.
Attn: Jonathan P. Norrie
100 South Fifth Street, Suite 1500
Minneapolis, MN 55402

Neaton & Puklich, P.L.L.P.
Attn: Michael L. Puklich
7975 Stone Creek Drive, Suite 120
Chanhassen, MN 55317

Email Address: mbecker@fwhtlaw.com
aathmann@fwhtlaw.com

August 30, 2021
Page 3

jnorrie@bassford.com
mic@neatonpuklich.com

Of course, if Corcoran wishes to submit its own written response, providing for either its approval or objection to the Settlement Agreement and its reasons for such election rather than submit the provided form, it is welcome to do so. You and Corcoran should also be aware that under the terms of the Settlement Agreement, if Corcoran does not submit an objection within 60 days after receiving this notice, Corcoran will be deemed to have approved the settlement. Prior to the expiration of the 60 day period, if Corcoran is unable to resolve its objection with Mr. Kleiber's counsel and Defendants' counsel, Corcoran must file its objection in Ramsey County District Court, case number 62-CV-19-876.

If you have any questions regarding this letter, the Settlement Agreement, or the Action in general, please feel free to contact myself or my colleague Alex Athmann (aathmann@fwhtlaw.com).

Sincerely,



Mark R. Becker

MRB/
Encl.

cc: Alex Athmann (aathmann@fwhtlaw.com)
Jonathan Norrie (jnorrie@bassford.com)
Mic Puklich (puklich@gmail.com)

SETTLEMENT ELECTION FORM

I, _____, Prosecuting Attorney for _____, approve the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated August 20, 2021 pursuant to Minn. Stat. § 15C.05(a). The reasons for my consent to the settlement and dismissal of the action, on behalf of the City of Corcoran, are as set forth in Exhibit D to the Proposed Mediated Settlement Agreement.

Date: _____ Signature: _____

I, _____, Prosecuting Attorney for _____, object to the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated August 21, 2021 for the following reasons:

Date: _____ Signature: _____

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT
CASE TYPE: OTHER

State of Minnesota, *et al.*,
ex. rel. Steven Kleiber,

District Court File No. 62-CV-19-876
Judge Thomas A. Gilligan
Court of Appeals File No. A20-0653

Plaintiffs,

**PROPOSED MEDIATED SETTLEMENT
AGREEMENT**

vs.

Nelson Auto Center, Inc., Brent Nelson,
Laurel Nelson, Gerald Worner, Melissa
Nelson (a/k/a Melissa Hull), Melissa
Larson, and Susan Kugler,

Defendants.

RECITALS

A. Steven Kleiber, as *qui tam* relator, on behalf of the state of Minnesota and other state and local governmental entities (“Plaintiff”) commenced this action (the “Action”) pursuant to the Minnesota False Claims Act, Minn. Stat. § 15C.01, *et seq.* (“Minnesota False Claims Act”): against Nelson Auto Center, Inc., Brent Nelson, Laurel Nelson, Gerald Worner, Melissa Nelson (a/k/a Melissa Hull), Melissa Larson, and Susan Kugler (“Defendants”), on behalf of the state of Minnesota, 248 cities, counties, and state agencies (the “Entities” collectively, and an “Entity” individually) pursuing claims related to overcharges on 3,025 Ford police vehicle transactions purchased by the Entities pursuant to the terms of contracts established by the Minnesota Department of Administration, including contract Nos. 37669 and 83065 respectively (the “Transactions”). Plaintiff’s claims are further set forth in the Plaintiff’s First Amended Complaint.

B. Plaintiff commenced the Action in Ramsey County District Court as Case No. 62-CV-19876 (the “Action”).

C. Defendants dispute and deny the claims asserted by the Plaintiff in the Action.

D. None of the Entities intervened in the Action. Accordingly, under Minn. Stat. § 15C.08(a) Plaintiff has the same rights in conducting the Action as the Entities’ Prosecuting Attorneys would have.

E. Defendants filed a motion to dismiss the Action. By order dated March 10, 2020, District Court Judge Thomas Gilligan granted the motion and dismissed the Action. Plaintiff subsequently appealed.

F. Oral argument was held before the Minnesota Court of Appeals on December 2, 2020.

G. Given the uncertainties and costs of litigation, including further potential appeal to the Minnesota Supreme Court, the Parties agreed to mediate the Action before Rule 114 Neutral Greg Weyandt on February 1, 2021.

H. As a result of mediation, and in order to eliminate the uncertainties and costs of further litigation and appeal, the undersigned Parties have prepared this Proposed Mediated Settlement Agreement (“Agreement”) to provide for the dismissal of the action under Minn. Stat. § 15C.05(a) in exchange for the consideration provided for herein.

I. A decision from the Minnesota Court of Appeals was pending as of this Proposed Mediated Settlement.

J. Through this Agreement the Parties desire to resolve any and all claims that were or could have been asserted in the Action with the consent of the District Court

and the consent of the Prosecuting Attorneys for the Entities as set forth herein to the extent necessary under Minn. Stat. §15C.12 recognizing that Plaintiff's rights to conduct the Action are as set forth in Minn. Stat. §15.08.

NOW THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, the Parties agree as follows.

1. Pursuant to Minn. Stat. § 15C.05(a) this Agreement, which provides for and requires the entry of a voluntary dismissal of the Action with prejudice (including the dismissal of the pending appeal), shall become effective upon a Final Order for Approval of the District Court, and the execution of Plaintiff, his counsel, and Defendants. If the Interim Order provided for in Paragraph 2 below, or the Final Order for Approval of the District Court is not obtained, then this Agreement shall be void and of no force or effect.

2. Plaintiff and Defendants shall jointly file this Agreement with the District Court and request that the Court promptly issue an Interim Order approving its terms and executing Exhibit D. Within 30 days after the District Court issues an Interim Order approving this Agreement and executing Exhibit D, Plaintiff shall provide written notice in the form attached as Exhibit A, shall provide a copy of this Agreement, and a copy of the Interim Order and Exhibit D by first class mail to the Prosecuting Attorneys for the Entities and the Entities, the names and addresses of which are set forth in Exhibit B to the best of the Parties' knowledge, information, and belief. Receipt shall be deemed to have occurred within five (5) days of the deposit of the written notice required by this Paragraph 2 in the United States mail, postage pre-paid. A courtesy copy of the written notice required by this Paragraph 2 shall be provided by Plaintiff via e-mail, if known, to the Prosecuting Attorneys for the Entities.

3. Recognizing Plaintiff's rights under Minn. Stat. § 15C.08 to conduct the Action due to the non-intervention of the Entities, the following procedure is to be used to provide a reasonable basis for obtaining any necessary further consents under Minn. Stat. § 15.05(a). To the fullest extent permitted under Section 15C.08 of the Minnesota False Claims Act, Plaintiff's reasons for consent are as set forth in Exhibit D. An Entity and Prosecuting Attorney's written consent to dismissal and the reasons for consenting shall be deemed given under Minn. Stat. § 15C.05(a) if the Entity or its Prosecuting Attorney provides no timely written objection under the procedures specified in Exhibit A, or if the Entity provides no timely written opt-out under the procedures specified in Exhibit A, or if the Entity affirmatively opts in. Prosecuting Attorneys reasons for consenting shall be deemed to be as set forth in Exhibit D. An objection or opt-out is untimely if not served upon Counsel for the Defendants and the Plaintiff and filed with the District Court within 60 days of receipt of Exhibit A.

4. If a Prosecuting Attorney for any Entity or any Entity timely objects to the Agreement or timely elects to opt-out, the Plaintiff and Defendants shall make reasonable efforts, which efforts shall not involve the payment of any settlement funds in addition to those set forth in Paragraph 5, the reallocation or reduction of the settlement funds as set forth in Paragraph 6, or the reduction in the scope of the Releases set forth in Paragraphs 8 or 12, to resolve any objections and any opt-outs made by an Entity or a Prosecuting Attorney for any Entity. If, within 30 days after an Entity or Prosecuting Attorney for an Entity timely objects or opts-out, the Entity or Prosecuting Attorney for an Entity and counsel for the undersigned Parties do not agree in writing that all of the Entity's

objections and opt outs are resolved and withdrawn, this Agreement shall be void and of no force or effect.

5. Upon expiration of all 60 day notice periods to Entities as described in paragraph 3 above, and provided that no Entity or Prosecuting Attorney timely objected or opted out, or provided that any timely objections or opt-outs were timely resolved and withdrawn in a writing as provided in paragraph 4 above, the Parties shall jointly request that the District Court issue a Final Order for Approval approving the terms of this Agreement and determining that all Entities and Prosecuting Attorneys have consented to the Agreement and provided reasons for consent under Minn. Stat. § 15C.05(a). Within (30) days after the District Court issues a Final Order for Approval the Defendants shall pay the total sum of one million one hundred thousand dollars and no cents (\$1,100,000.00) (“the settlement funds”), which amount shall be paid by the Defendants as follows: (a) Nelson Auto Center, Inc., Brent Nelson, Laurel Nelson, Melissa Nelson (a/k/a Melissa Hull), Melissa Larson, and Susan Kugler will pay \$850,000.00 and Gerald Worner shall pay \$250,000. The settlement payment shall be paid to the trust account of Fabyanske, Westra, Hart & Thomson, PA.

6. Upon receiving the Final Order for Approval, the settlement funds shall be paid to the attorney trust account of Fabyanske, Westra, Hart & Thomson, PA, and shall be disbursed and allocated as follows:

a. Four-Hundred Seventy-Eight Thousand One-Thirty One Dollars and Fifty Cents (\$478,131.50) shall be disbursed to the Entities pursuant to the list attached as Exhibit B, at a rate of \$158.06 per police vehicle purchased for the 3,025 transactions at issue in the First Amended Complaint. The notice form attached as Exhibit C will be

used to transmit the disbursement checks to the Entities. Plaintiff's counsel shall make all required disbursements to all Entities within 30 days following receipt of funds and shall confirm the same in writing to counsel for Defendants and file a report of distribution with the Court within 40 days following receipt of funds;

b. Two-Hundred Thousand Nine-Hundred and Eighty Dollars and Fifty Cents (\$200,980.50) shall be disbursed to the attorney trust account of Fabyanske, Westra, Hart & Thomson, PA for Plaintiff's (Mr. Kleiber's) distribution under Minn. Stat. § 15C.13;

c. Thirty-Four Thousand Five-Hundred and Fifty-Eight Dollars and Fifteen Cents (\$34,558.15) shall be disbursed to the attorney trust account of Fabyanske, Westra, Hart & Thomson, PA for costs pursuant to Minn. Stat. § 15C.12;

d. Three Hundred Eighty-Six Thousand Three-Hundred Twenty-Nine Dollars and Eighty-Five Cents (\$386,329.85) shall be disbursed to the attorney trust account of Fabyanske, Westra, Hart & Thomson, PA for attorneys' fees pursuant to Minn. Stat. § 15C.12.

7. Conditioned upon receipt of the settlement funds as specified in paragraph 5 and upon the filing of the report of distribution as required by Paragraph 6.A, the Plaintiff's claims against the Defendants as asserted in the First Amended Complaint and in the Action shall be deemed fully paid, satisfied and released. The Parties shall file an appropriate stipulation to dismiss the Action with prejudice and to dismiss the pending appeal no later than 30 days after the settlement funds are received by Plaintiff's counsel and after the report of distribution as required by Paragraph 6.A. is made; and the Parties

shall request the District Court dismiss this action with prejudice based on said stipulation.

8. Conditioned upon receipt of the settlement Funds as specified in paragraph 5, Plaintiff, on his behalf, and to the fullest extent under the Minnesota False Claims Act including, without limitation, pursuant to his rights to conduct the Action as set forth in Minn. Stat. § 15C.08, on behalf of the Entities, fully and finally releases and discharges Defendants (including without limitation their employees, agents, representatives, officers, owners, directors, affiliates, subsidiaries, heirs, successors, and assigns) from any and all claims Plaintiff made or could have made in the Action individually or on behalf of any Entity against Defendants, whether such claims were known or unknown. Plaintiff agrees not to commence any new lawsuits or claims, individually or on behalf of any other person or governmental entity (including the Entities identified in this litigation), against any Defendant arising out of or in any way relating to any sales made by any Defendant to any public entity or entities including, but not limited to, sales to any public entity of the state of Minnesota and all Entities identified in this litigation. Plaintiff understands that he or the Entities may later discover claims or facts that may be different from, or in addition to, those that it or any other Entity now knows or believes to exist regarding claims or potential claims against the Defendants.

9. Except for the public statement set forth in Exhibit E, which may only be posted on the Fabyanske firm web site and not otherwise published or disseminated, and reporting required by Minn. Stat. § 15C.16, Plaintiff and his counsel represent and agree that since February 1, 2021, they have not, and in the future will not make any further statements, announcements, press releases, or disclosures of information of any kind to

the news media, on any social media, or on any website regarding this Agreement, any Interim or Final Order Approving the Agreement, or the settlement or dismissal of the Action. If contacted by any member of the media, neither Plaintiff nor his counsel (which includes all persons at counsel's law firm) shall provide or communicate any information other than the following: "The parties reached a settlement to avoid the costs and uncertainties of further appeals and litigation. We are pleased to have reached a settlement that provides funds to Minnesota cities and towns in a case that was originally dismissed by the trial court."

10. The parties agree that the mediator has no duty to protect their interests or provide the parties advice about their legal rights; signing a mediated settlement agreement may adversely affect the parties' legal rights, and the parties have consulted their attorneys before signing this proposed mediated settlement agreement with respect to their rights and the meaning of this agreement.

11. Pursuant to Minn. Stat. § 15C.05(a), the Entity's Prosecuting Attorneys' reasons for consenting are set forth in Exhibit A and Exhibit D, and deemed given if no objection or opt-out to Exhibit A is timely received, if timely objections or opt-outs are timely resolved and withdrawn in writing under paragraph 4 above, or if the Entity affirmatively opts-in. Pursuant to Minn. Stat. § 15C.05(a) the Court's reasons for consenting to this Agreement and any dismissal are set forth in Exhibit D.

12. Conditioned upon the receipt of settlement Funds as specified in paragraph 5, Steven Kleiber individually releases and agrees that he will not prosecute or pursue any claim as *qui tam* relator of any nature whatsoever, whether or not now known, suspected, or claimed, against the Defendants arising out of the Transactions or other

vehicle sales by Defendants to other public entities. Additionally, Kleiber specifically releases, waives, and forever discharges the Defendants (including without limitation their employees, agents, representatives, officers, owners, directors, affiliates, subsidiaries, heirs, successors, and assigns) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or equity (collectively, "Claims"), which Kleiber ever had, now have, or hereafter can, shall, or may have against any of such Defendants for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Agreement.

Kleiber acknowledges that this release and non-prosecution provision is intended to be construed broadly and applies to all claims Kleiber may have individually or claims Kleiber could possibly bring as a "relator" as Kleiber did in this case. Kleiber agrees and acknowledges that the Defendants are settling a disputed claim and that this individual release and agreement not to prosecute is a material term. The Parties agree that nothing contained in this paragraph shall release the Parties from any claims made for a breach of this Agreement.

13. No Admission of Liability. It is specifically understood and agreed that this Agreement is a compromise of disputed claims and does not constitute and shall not

constitute and shall not be construed as an admission of liability or fault whatsoever on the part of either or any of the undersigned Defendants.

14. Costs and Fees. This settlement funds described in paragraph 6 include all costs and fees recoverable by any party and no other costs or fees shall be awarded to any party.

15. Authority of the Parties. Each party represents and warrants that as of the date of the execution of this Agreement, they have the right and authority consistent with applicable law to execute this Agreement on their behalf, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand relating to any rights rendered by virtue of this Agreement.

16. Voluntariness. Each party declares that he knows and understands the contents of this Agreement, and that this Agreement has been executed voluntarily.

17. This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

18. Counterparts and Electronic Signature. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. The parties agree that this Agreement may be signed electronically. The parties intend to use an electronic signature as the legally binding equivalent of a handwritten signature. The parties may sign electronically by any words, electronic sound, symbol or process attached to or logically associated with the additional terms and indicating acceptance. This provision shall be construed in accordance with the “e-signature” laws of Minnesota.

FOR SETTLEMENT PURPOSES ONLY

Dated: 8-4-2021

Signature: 
By: Steven Kleiber

NELSON AUTO CENTER, INC.

Dated: _____

Signature: _____

By: _____

Its: _____

Dated: _____

Signature: _____

By: Brent Nelson

Dated: _____

Signature: _____

By: Laurel Nelson

Dated: _____

Signature: _____

By: Gerald Worner

Dated: _____

Signature: _____

By: Melissa Nelson (a/k/a Melissa Hull)

Dated: _____

Signature: _____

By: Melissa Larson

Dated: _____

Signature: _____

By: Susan Kugler

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: OTHER

State of Minnesota, *et al.*,
ex. rel. Steven Kleiber,

District Court File No. 62-CV-19-876

Judge Thomas A. Gilligan

Court of Appeals File No. A20-0653

Plaintiffs,

vs.

**INTERIM ORDER REGARDING PROPOSED
MEDIATED SETTLEMENT AGREEMENT**

Nelson Auto Center, Inc., Brent Nelson,
Laurel Nelson, Gerald Worner, Melissa
Nelson (a/k/a Melissa Hull), Melissa Larson,
and Susan Kugler,

Defendants.

This matter came on hearing before the undersigned on August 16, 2021, upon Plaintiff Steven Kleiber's ("Mr. Kleiber"), as *qui tam* relator, and Defendants' joint motion for approval of a proposed mediated settlement agreement pursuant to Minn. Stat. § 15C.05(a) (the "Agreement"). Mr. Kleiber was represented by attorneys Mark Becker and Alex Athmann. Defendants Nelson Auto Center, Inc., Brent Nelson, Laurel Nelson, Melissa Nelson, Melissa Larson, and Susan Kugler were represented by attorney Jonathan Norrie. Defendant Gerald Worner was represented by attorney Michael Puklich.

Based on the files, records, and proceedings herein, and the arguments of counsel at the hearing, the Court makes the following interim order:

**FINDINGS IN SUPPORT OF APPROVAL OF THE AGREEMENT AND CONSENTING
TO VOLUNTARY DISMISSAL OF THE ACTION**

Section 15C.05(a) of the Minnesota False Claims Act provides that an action may be voluntarily dismissed if this Court and the Prosecuting Attorneys provide written consent and the reasons for consenting. Accordingly, the undersigned provides the following statement of reasons for approving the Agreement and consenting to the voluntary dismissal of the action.

1. In this Action, Plaintiff, Steven Kleiber, as *qui tam* relator sought certain damages and recoveries under the Minnesota False Claims Act on claimed overcharges on 3,025 police vehicle transactions. Plaintiff's claims included a calculation of what Plaintiff described as additional amounts to be reimbursed in excess of the Total Bid Constant amount set forth in the applicable contracts. Plaintiff calculated the basic damage amount of \$586,947.01 for this portion of Plaintiff's claim. Thus, per car, the Plaintiff sought additional reimbursements of approximately \$194.03 per vehicle for the 3,025 transactions in question. Plaintiff also sought other recoveries under the terms of the Minnesota False Claims Act. Defendants disputed and denied Plaintiff's claims.

2. The Defendants and Plaintiff mediated the case and have reported that they have reached a settlement that takes into consideration the risks, rewards, and uncertainties of litigation, which settlement is conditioned on this Court consenting to dismissal of the Action as a result of the settlement.

3. Based on the complexity of the disputed facts, the novel issues presented in this Action, the parties' willingness to settle the matter, and the uncertainties of litigation, the court finds a settlement that affords a significant net recovery to the Public Entities reasonable and beneficial to the public interest.

4. The court finds that the Public Entities will receive additional reimbursements of \$478,131.50, which corresponds to a net rate of recovery of \$158.06 per car. The recovery for the Public Entities of nearly 81.5% of the basic damage of \$586,947.01 calculated by Plaintiff reasonable and beneficial to the public interest under the circumstances.

5. Because no Entities intervened in this Action, Plaintiff's distribution pursuant to Minn. Stat. § 15C.13 is to be not less than 25% and not more than 30% of any recovery of the civil penalty and damages or settlement. Plaintiff, Mr. Kleiber, substantially and significantly contributed to the conduct of the action, and the overall success of the claims he pursued in the Action.

6. After Mr. Kleiber first reported his knowledge to the authorities, Nelson Auto made initial reimbursements of more than \$800,000.00 to certain of the Entities based on certain audits performed by the Minnesota Department of Administration. The settlement will yield \$679,112.00 after accounting for attorneys' fees and costs to be shared between Plaintiff and the Public Entities. Accordingly, more than \$1,479,112.00 has been recovered net of attorneys' fees and costs.

7. Mr. Kleiber claims a right to distribution under Minn. Stat. § 15C.13 on only the additional amounts, not the total amount of recovery. The court finds Mr. Kleiber's approach reasonable. The settlement provides Mr. Kleiber a reasonable contribution of approximately 29.595% of the \$679,112.00 additional amounts recovered in this Action as a reward for his contributions. Thus, the Entities will receive 70.405% of the total recovery net of attorneys' fees and costs, or \$478,131.50, and Mr. Kleiber will receive \$200,980.50. The court finds this allocation reasonable.

8. As set forth in Minn. Stat. § 15C.12, the settlement provides for the payment of reasonable attorneys' fees and costs. Plaintiff provided a detailed attorneys' fee affidavit showing

reasonable attorneys' fees of \$474,234.05. Based on the complexity of the case, the novel and difficult issues presented, the skill needed to perform the legal services, the amount of time devoted, the amounts involved, the results obtained, the experience, reputation, and skill of the attorneys, and the challenging nature of this case, as described in the fee affidavit, to which there was no objection, the court finds that the Plaintiff's attorneys fees of \$474,234.05 are reasonable. Making further reasonable adjustments to reasonably align the fees with the success for the Public Entities, the Agreement provides for attorneys' fees of \$386,329.85, or approximately 81.5%, which the court also finds to be reasonable. Based on Plaintiff's fee affidavit, the court finds Plaintiff's costs of \$34,558.15 to be reasonable.

Now, therefore, based upon these findings the Court makes the following:

ORDER

1. The Agreement is hereby approved by the Court on interim basis;
2. Upon issuance of this Order, Mr. Kleiber shall notify the Entities on whose behalf he asserted claims in this action as a *qui tam* relator of the settlement by providing the each of the Entities a letter in the form of Exhibit A ("Exhibit A") to the Agreement as well as a copy of this Order, which is incorporated into the Agreement as Exhibit D.
3. Following receipt of Exhibit A to the Agreement and this Order (receipt of which shall be deemed to have occurred within five (5) days of the deposit of such documents in the United States mail, postage pre-paid), an Entity and Prosecuting Attorney's written consent to dismissal and the reasons for consenting shall be deemed given under Minn. Stat. § 15C.05(a) if the Entity or its Prosecuting Attorney provides no timely written objection to the Agreement under the procedures specified in Exhibit A within 60 days of receipt of the same, or if the Entity provides

no timely written opt-out of the Agreement under the procedures specified in Exhibit A within 60 days of receipt of the same, or if the Entity affirmatively opts in.

4. If no Entity objects or opts-out of the Agreement within the 60-day period in accordance with the procedures set forth in Exhibit A, and the respective counsel for Mr. Kleiber and Defendants inform the Court of that fact in writing, the Court shall immediately enter an order finalizing approval of the Agreement and determining that all Entities and Prosecuting Attorneys have consented to the Agreement and provided reasons for consent under Minn. Stat. § 15C.05(a).

5. If an Entity objects to or opts-out of the Agreement and such objection or opt-out cannot be resolved by the parties and the Entity, a hearing before this Court to address any objections or opt-outs shall be held on November 15, 2021 at 1:30 p.m.

Dated: _____

By: _____ 

Gilligan, Thomas(Judge)
Aug 20 2021 1:09 PM

District Court Judge

RESOLUTION NO. 2021-113

Motion By:
Seconded By:

A RESOLUTION APPROVING PROPOSED CLAIM SETTLEMENT AND AUTHORIZING THE CITY ATTORNEY TO EXECUTE AN APPROVAL DESIGNATION ON THE SETTLEMENT ELECTION FORM

WHEREAS, Steven Kleiber filed a qui tam action against Nelson Auto Center, court file number 62-CV-19-876, alleging certain violations of the False Claims Act related to asserted overcharging of numerous cities by Nelson Auto Center for the provision of police and emergency vehicles under state contract; and

WHEREAS, the City of Corcoran was included in the action as a government entity which was alleged to have been defrauded by the actions of Nelson Auto Center, and

WHEREAS, Corcoran did not elect to intervene in the proceedings and the parties to the proceedings have since reached a proposed settlement agreement, which requires the consent of certain government entities, including the City of Corcoran; and

WHEREAS, the proposed settlement agreement would provide an allocation to the City of Corcoran of \$158.06 per affected vehicle sale and, with 6 affected sales, the City of Corcoran's proposed settlement allocation is \$948.36; and

WHEREAS, the City of Corcoran desires to accept this settlement allocation and authorize the City Attorney to execute the Settlement Election Form and any other related documents necessary to collect this allocation.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Corcoran hereby accepts the proposed settlement allocation of \$948.36 and authorizes the City Attorney to execute the Settlement Election Form and any other related documents necessary to collect this allocation in settlement of the City's interest in the matter.

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 23th day of September, 2021.

Tom McKee – Mayor

ATTEST:

*City of Corcoran
County of Hennepin
State of Minnesota*

September 23, 2021

RESOLUTION NO. 2021-113

Jessica Beise – Administrative Services Director

City Seal

Mason
Acquisition
(Single sided)

FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT

THIS FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT (this "**Amendment**") is entered into effective as of September ____, 2021 (the "**Effective Date**"), by and between Alternatives Supported Living Services, Inc., a Minnesota corporation, in its capacity as Conservator of the estate of William E. Mason (the "**Conservator**"), and the City of Corcoran, a Minnesota municipal corporation (the "**City**").

RECITALS:

WHEREAS, Conservator and City entered into that certain Right of Entry Agreement dated April 26, 2021 (the "**Agreement**"), with respect to ten (10) parcels of land located in Corcoran, Minnesota and owned by William E. Mason (the "**Subject Properties**"); and

WHEREAS, Paragraph 5 of the Agreement sets forth the deadline for the City to commence eminent domain proceedings in the event that the City's acquisition of the Taking Areas (as legally described in the Agreement) within the Subject Properties through direct purchase is not theretofore completed; and

WHEREAS, Conservator and City desire to amend the Agreement as more particularly set forth herein in order to extend the deadline, as set forth in Paragraph 5 of the Agreement, for the City to complete its acquisition of the Taking Areas through direct purchase.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Conservator and City hereby agree, and the Agreement is hereby amended as of the Effective Date, as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.
2. Paragraph 5 Deadline Date. The date of "October 1, 2021" as set forth in clause (b) at the end of Paragraph 5 of the Agreement is hereby deleted and the date of "January 21, 2022" is hereby inserted in lieu thereof.
3. ENTIRE AGREEMENT. **THIS WRITTEN AMENDMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN CONSERVATOR AND CITY AS TO THE MATTERS ADDRESSED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.**
4. Ratification. As amended hereby, the Agreement is ratified and confirmed as being in full force and effect. Capitalized but otherwise undefined terms herein shall have the meaning set forth for such terms in the Agreement. To the extent of any conflict or inconsistency

between this Amendment and the terms of the Agreement, the terms of this Amendment shall govern.

5. Successor and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Minnesota.

7. Counterparts. This Amendment 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. Facsimile signatures hereto shall be effective as originals.

IN WITNESS WHEREOF, Conservator and City have executed this First Amendment to Right of Entry Agreement as of the day and year first above written.

CONSERVATOR:

ALTERNATIVES SUPPORTED LIVING
SERVICES, INC.,
in its capacity as
Conservator of the estate of William E. Mason

By: _____
Blair Jasper

Its President

CITY:

CITY OF CORCORAN

By: _____
Print: _____

Its City Administrator or designee

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made as of September ____, 2021, by and between Alternatives Supported Living Services, Inc., a Minnesota corporation, in its capacity as Conservator of the estate of William E. Mason (the “**Seller**”), and the City of Corcoran, a Minnesota municipal corporation (the “**Buyer**”).

WITNESSETH:

A. William E. Mason (the “**Owner**”) is the owner of ten (10) parcels of real property located in Hennepin County, Minnesota, which parcels are legally described in the attached Exhibit A (the “**Subject Properties**”).

B. Pursuant to the Hennepin County Probate Court’s order in Court File No. 27-GC-PR-20-351, Alternatives Supported Living Services, Inc. is the duly-appointed Conservator of the estate of Owner.

C. In order to allow for the commencement of construction of permanent roadway, drainage, and utility infrastructure improvements as a part of the 66th Avenue/Gleason Parkway Corridor Improvements Project (the “**Project**”), which Project has been approved and authorized by the Corcoran City Council, Seller and Buyer have entered into that certain Right of Entry Agreement dated April 26, 2021, as amended, pursuant to which permission has been granted to Buyer to enter upon the Subject Properties to conduct Project work and activities prior to completion of Buyer’s acquisition of the land and permanent and temporary real property interests described in the attached Exhibit A.

D. The attached Exhibit A contains a legal description of each parcel of real property owned by Owner together with legal descriptions of all of the land and permanent and temporary easement areas (collectively hereinafter referred to as the “**Taking Areas**”) within the Subject Properties which are sought to be acquired by the Buyer for the Project.

E. Seller and Buyer have reached agreement as to the terms for the direct purchase by Buyer, in lieu of condemnation, of the Taking Areas, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, agreements, representations and warranties herein contained, Seller and Buyer hereby agree as follows:

1. Sale of Real Property Interests. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the Taking Areas as legally described in the attached Exhibit A. For clarity, Seller

and Buyer intend this Agreement to include Buyer's purchase of the entirety of the parcel described as Lot 8, Block 3, Country Seasons Estates, and that fee ownership of this entire parcel shall transfer to Buyer at closing. The Taking Areas within all of the other parcels which comprise the Subject Properties shall be purchased by Buyer as easement interests, as described in the attached Exhibit A.

2. Purchase Price and Payment. The total purchase price ("**Purchase Price**") for the Taking Areas shall be the sum of Four Hundred Thirty-Eight Thousand Four Hundred and no/100 Dollars (\$438,400.00). The Purchase Price is the sum of the respective parcel-by-parcel compensation amounts set forth in the attached Exhibit B. The Purchase Price shall be paid in the following manner:
 - 2.1. Balance at Closing. At closing, Buyer shall deliver to Seller by wire transfer or other immediately available funds the entire balance of the Purchase Price.
3. Closing. Subject to all the terms and conditions of this Agreement having been complied with and all of the contingencies having been satisfied or waived, the closing of the sale and purchase contemplated by this Agreement shall be on or before January 21, 2022 (the "**Closing Date**"). The closing shall be held at a location which is mutually agreeable to the parties. Payment of the Purchase Price and delivery of the closing documents shall be made on the Closing Date. Possession of the Taking Areas shall be transferred to Buyer on the Closing Date.
4. Evidence of Title. Seller shall provide, within thirty (30) days of execution of this Agreement, a commitment for the most current Alta Form B Owner's Policy of Title Insurance ("**title commitment**") for each of the ten (10) sets of Taking Areas within the Subject Properties from Commercial Partners Title Company, or another company mutually agreed upon by Buyer and Seller (the "**title company**"). Buyer shall pay for each title commitment and Buyer shall pay for each Owner's Title Policy. Each title commitment shall specify an amount satisfactory to cover the value of the property interests to be transferred to the Buyer. The title commitments will permit the title company to insure title to the Taking Areas within the Subject Properties subject only to permitted encumbrances. The following matters are permitted encumbrances:
 - 4.1. Federal, state and municipal laws, ordinances, rules and regulations;
 - 4.2. Any lien or encumbrance suffered or permitted by Buyer after the date of this Agreement;
 - 4.3. All easements, covenants, restrictions, conditions, and declarations of record;
 - 4.4. Any item shown on any title commitment and not objected to by Buyer.
5. Buyer's Objections. Buyer shall, within thirty (30) days after receiving a title commitment, make written objections ("objections") to the form and content of the title commitment. Failure to make objections within such timeframe will constitute a waiver of objections. Any matter shown on any title commitment and not objected to by Buyer shall be a "**permitted encumbrance**" subject to this Agreement. Seller will have twenty (20) days after receipt of

the objections to cure the objections, during which period the closing will be postponed, as necessary. Seller shall use its best efforts to correct any objections. If the objections are not cured within sixty (60) days, Buyer may terminate the Agreement or proceed to closing and waive the objections.

6. Seller's Closing Documents. On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively, "**Seller's Closing Documents**"):

6.1. Deeds. Ten (10) respective Conservator's Deeds, in recordable form reasonably satisfactory to Buyer, corresponding to the ten (10) respective parcels of Subject Properties as legally described in the attached Exhibit A and as referenced in the attached Exhibit B, conveying the Taking Areas to Buyer.

6.2. FIRPTA Affidavit. A non-foreign person affidavit properly executed and in recordable form, containing such information as is required by IRC Section 1445(b)(2) and its regulations.

6.3. Well Disclosure. As a companion to any Conservator's Deed, if any, that does not contain a disclosure to the effect that Seller does not know of any well on the described real property, a Well Disclosure Statement in form and substance appropriate for recording shall be provided by Seller.

6.4. Seller's Affidavit. A standard form affidavit by Seller indicating that on the date of closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving the Subject Properties, that there has been no labor or material furnished to the Subject Properties for which mechanic's liens could be filed, and that Seller is not aware of any unrecorded interests in the Subject Properties.

6.5. Certification. A Certification that the representations and/or warranties made by Seller in this Agreement are the same at closing as when made herein.

6.6. Other Documents. All other documents reasonably determined by Buyer to be necessary or convenient to convey the Taking Areas to Buyer, consistent with the terms hereof.

7. Buyer's Performance on the Closing Date. On the Closing Date, Buyer shall pay the Purchase Price to Seller.

8. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding the conveyances contemplated by this Agreement:

8.1. Deed Taxes. Buyer shall pay all state deed taxes regarding the deeds to be delivered by Seller hereunder.

8.2. Recording Costs. Buyer shall pay the cost of recording all of the deeds to be delivered by Seller hereunder.

8.3. Title Insurance. Buyer shall pay the cost of the title commitment for each of the Subject Properties and Buyer shall pay the title insurance premium(s).

8.4. Attorneys' Fees. Each party shall be responsible for its own attorneys' fees and costs.

8.5. Real Property Taxes, Assessments. Seller shall be responsible for any unpaid taxes and special assessments owing against the Subject Properties prior to closing. After closing, Buyer shall be responsible for all real property taxes and assessments on Lot 8, Block 3, Country Seasons Estates as fee owner of that parcel and Seller shall be responsible for all real property taxes and assessments on all of the other parcels which comprise the Subject Properties.

9. Seller's Covenants, Representations and Warranties. The Seller hereby covenants, represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

9.1. Authority. The execution, delivery and performance of this Agreement by Seller has been authorized and approved by the Seller, and the person executing this Agreement on behalf of Seller has full authority to bind the Seller to the terms hereof.

9.2. No Breach. The consummation of the transactions contemplated by this Agreement will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller or Owner is a party so as to adversely affect the consummation of such transactions.

9.3. No Actions. There is no action, suit, legal proceeding, investigation, condemnation (other than for the Project itself) or other proceeding pending or threatened against Seller or Owner which may adversely affect the consummation of the transactions contemplated by this Agreement or affecting any portion of the Subject Properties.

9.4. Foreign Person. Owner is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

9.5. Title to Real Property. To Seller's knowledge, Owner owns the Subject Properties, free from any encumbrances.

9.6. Hazardous Material. Seller is not aware of the existence of any Hazardous Material, as defined in Section 10.5 below, within the Subject Properties nor is Seller aware of a presently existing condition on the Subject Properties which would be a violation of any Hazardous Waste Laws, as therein defined.

9.7. Storage Tanks. Seller is not aware of the existence of any storage tanks on the Subject Properties.

10. Buyer's Covenants, Representations and Warranties. Buyer hereby covenants, represents and warrants to Seller as follow:

10.1. Authority. The execution, delivery and performance of this Agreement by Buyer has been authorized and approved by Buyer and the person executing this Agreement on behalf of Buyer has full authority to bind the Buyer to the terms hereof.

10.2. No Breach. Buyer represents and warrants that the consummation of the transactions contemplated by this Agreement will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Buyer is a party so as to adversely affect the consummation of such transactions.

10.3. No Actions. There is no action, suit, legal proceeding, investigation, condemnation or other proceeding pending or threatened against Buyer which may adversely affect the consummation of the transactions contemplated by this Agreement in any court, before any arbitrator of any kind or before or by any governmental body.

10.4. No Special Assessments for Project. Buyer represents and warrants that it shall not levy, charge or assess any of the costs of the Project against the Subject Properties.

10.5. As Is Sale. BUYER IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATIONS OR STATEMENTS OF SELLER OR SELLER'S AGENTS, IF ANY, OTHER THAN SELLER'S REPRESENTATIONS EXPRESSLY SET FORTH IN SECTION 7 HEREOF. BUYER IS PURCHASING THE TAKING AREAS IN ITS "AS IS" CONDITION, WITH ALL FAULTS, AND SELLER MAKES NO WARRANTIES WITH RESPECT TO THE CONDITION OF THE SAID REAL PROPERTY, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED, ENVIRONMENTAL MATTERS AFFECTING OR RELATING TO THE SAID REAL PROPERTY, THE PHYSICAL CONDITION OF THE SAID REAL PROPERTY OR THE FITNESS OF THE SAID REAL PROPERTY FOR ANY USE OR PURPOSE WHATSOEVER. Buyer covenants not to sue and hereby releases Seller from, and waives all claims and liability against Seller for or attributable to, any structural, physical or environmental condition at the said real property, including without limitation, the presence, discovery or removal of any Hazardous Materials (as defined below) in, at, about or under the said real property, or for, connected with or arising out of any and all claims or causes of action based upon the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, Minnesota Environmental Response and Liability Act or any other federal, state or local law regulating Hazardous Materials (collectively, the "**Hazardous Waste Laws**"). Notwithstanding anything herein to the contrary, the agreements of Buyer set forth in this subsection shall survive the Closing Date and shall be enforceable at any time. For the purposes of this document, "**Hazardous Material**" shall mean any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, those substances regulated by any Hazardous Waste Laws. Seller makes no representations or warranties whatsoever to Buyer regarding (a) any environmental report (including, without limitation, the contents and/or accuracy thereof), and or (b) the presence or absence of any Hazardous Materials in, at, or under the said real property, beyond that made in Section 9.6 above. Buyer

has made such studies and investigations, conducted such tests and surveys, and engaged such specialists as Buyer has deemed appropriate to evaluate the said real property and its risks from an environmental standpoint.

11. Seller's Contingency. The obligations of Seller under this Agreement are subject to and expressly contingent upon the following: On or before January 21, 2022 (the "**Contingency Date**"), the Hennepin County Probate Court (the "**Court**") under Court File No. 27-GC-PR-20-351), in accordance with the provisions of Minnesota Statutes Section 524.5-418(e), shall issue an order approving Seller's execution and delivery of this Agreement. Seller agrees to petition the Court on a timely basis to request the aforesaid approval. In the event that the aforesaid Court approval is not obtained by the Contingency Date, then this Agreement shall be null and void and neither party shall have any further obligation thereunder.
12. Brokers. The parties represent and warrant, each to the other, that there have been no real estate or other brokers involved in the transactions contemplated by this Agreement. Each party represents and warrants that it is not aware of any real estate brokerage commissions or fees payable in connection with these transactions. Each party hereby agrees to indemnify and hold harmless the other party from any and all costs, expenses, claims, or causes of action based on brokerage fees or commissions incurred by or resulting from the activities of that party.
13. Notices. Any notice authorized, required, or permitted to be given under this Agreement must be in writing and shall be deemed to have been given (a) when delivered in person; (b) when deposited with Federal Express, UPS or other nationally recognized overnight courier service; or (c) when deposited in the United States mail, postage prepaid, certified mail or registered mail, return receipt requested, and in each case properly addressed to the party to be notified at the following addresses:

If to Seller: Alternatives Supported Living Services, Inc.
1757 Ross Avenue,
St. Paul, MN 55106

With a copy to: Larry J. Chiat
801 Marquette Avenue
Suite 200
Minneapolis, MN 55402

If to Buyer: City of Corcoran
Attention: City Administrator
8200 County Rd 116
Corcoran, MN 55340

With a copy to: John J. Thames
6300 Shingle Creek Parkway
Suite 305
Minneapolis, MN 55430

Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change.

14. Headings. The headings of the sections and subsections of this Agreement are for convenience of reference only and does not form a part hereof, and in no way interpret or construe such sections and subsections.
15. Interchangeability of Words. Words and pronouns shall be interchangeable with respect to gender, and singular or plural, as the context or application requires.
16. Survival of Covenants, Representations, Warranties and Agreements. All covenants, representations, warranties and agreements contained herein shall survive the closing.
17. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties.
18. Assignment. This Agreement shall not be assigned by Buyer or Seller.
19. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement of the parties. They may not be changed orally but only by an agreement in writing executed by both Seller and Buyer.
20. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.
21. Time of the Essence. Time is of the essence for this Agreement and each and every term and condition hereof.
22. Severable Provisions. Each provision, section, sentence, clause, phrase and work of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase or word of this Agreement shall be held or deemed to be or, in fact, shall be inoperative or unenforceable as applied in any particular case and in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision, section, sentence, clause, phrase or word in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision, section, sentence, clause, phrase or word of this Agreement invalid, inoperative or unenforceable.

23. Remedies. In the event that:

23.1. Seller fails to consummate the transactions contemplated in this Agreement for any reason, except to the extent caused by Buyer's default or failure of Buyer to satisfy any conditions precedent to Seller's obligations set forth herein, Buyer shall be entitled to (a) enforce specific performance of this Agreement provided such action is commenced within three (3) months following such breach; or (b) cancel and terminate this Agreement and be relieved of its obligations hereunder. No delay or omission in the exercise of any right or remedy accruing to Buyer upon any breach by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Buyer of any condition, or the breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any other condition, or of any subsequent breach of any term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Buyer shall be cumulative and not alternative. The exercise of one right, power, option, or remedy shall not bar any other right, power, option or remedy.

23.2. Buyer fails to consummate the transactions contemplated in this Agreement for any reason, except to the extent caused by Seller's default or failure of Seller to satisfy any conditions precedent to Buyer's obligations set forth herein, Seller shall be entitled to (a) enforce specific performance of this Agreement provided such action is commenced within three (3) months following such breach; or (b) cancel and terminate this Agreement and be relieved of its obligations hereunder. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Buyer under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition, or the breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any other condition, or of any subsequent breach of any term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Seller shall be cumulative and not alternative. The exercise of one right, power, option, or remedy shall not bar any other right, power, option or remedy.

24. Dates. If any date, deadline or time for performance under this Agreement falls on a weekend or is a bank holiday, that date, deadline or time for performance will automatically be extended to the next day that is not a weekend and is not a bank holiday.

25. Counterparts; Facsimile or pdf Signature. This Agreement may be executed in counterparts, each of which will be deemed an original. For purposes of executing this Agreement, the facsimile or pdf of an electronically scanned signature will be deemed an original.

26. Right of Entry. Seller and Buyer have entered into a separate Right of Entry Agreement dated April 26, 2021, as amended, the terms of which shall be unaffected by this Agreement. In addition to any access rights granted to Buyer therein, Seller specifically conveys to Buyer the right, during the period from the date of this Agreement to closing, to enter in and upon the Subject Properties in order to make, at Buyer's expense, surveys, measurements, soil tests that Buyer shall deem necessary. Buyer agrees to restore any resulting damage to the Subject Properties and to

indemnify and hold harmless and defend Seller from any and all claims by third parties of any nature whatsoever arising from Buyer's exercise of the right of entry contemplated herein, including all actions, suits, proceedings, demands, expenses, and reasonable attorneys' fees.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

BUYER:

CITY OF CORCORAN

By: _____
Brad Martens (or designee)

Its City Administrator

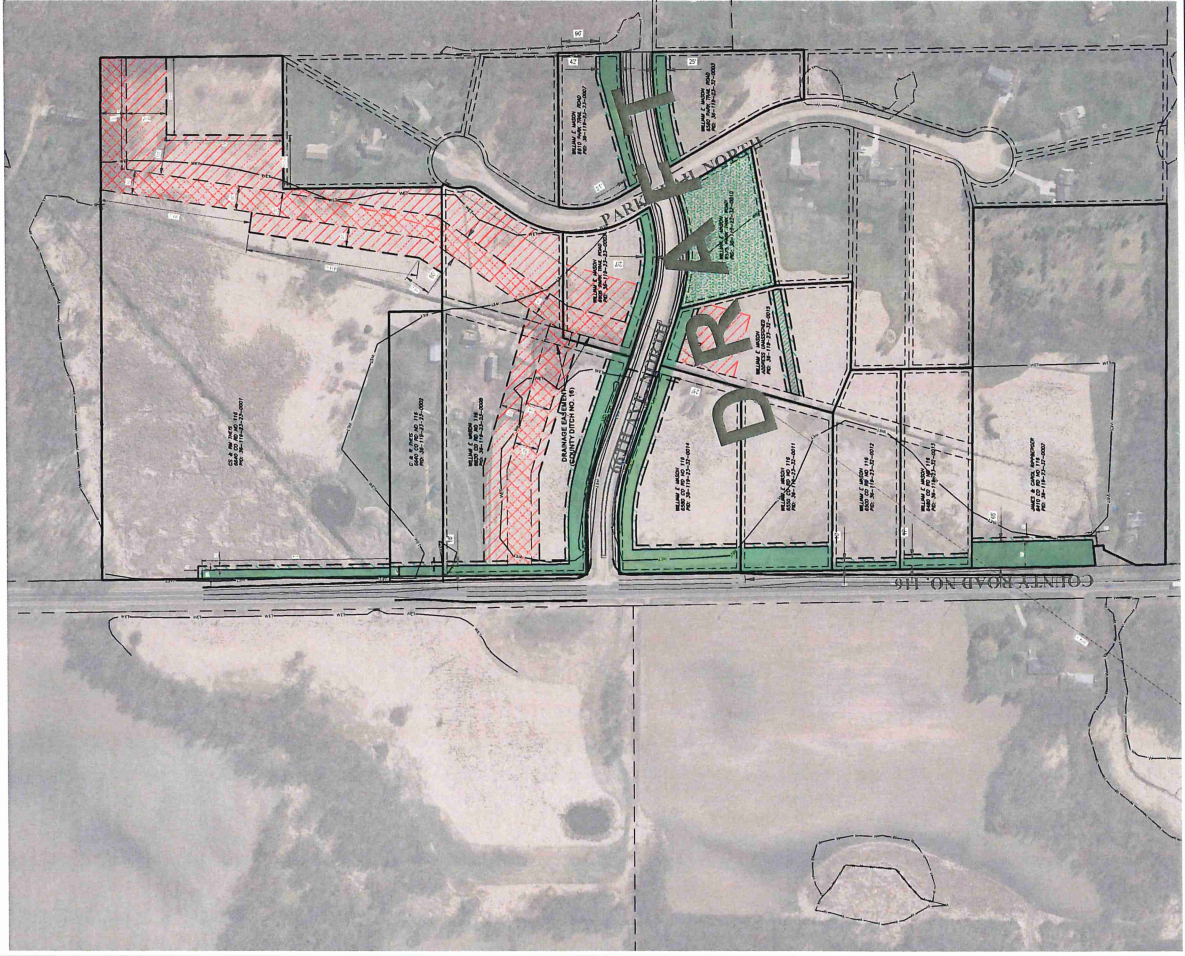
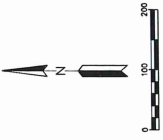
SELLER:

ALTERNATIVES SUPPORTED LIVING
SERVICES, INC.,
in its capacity as
Conservator of the estate of William E. Mason

By: _____
Blair Jasper

Its President

EASEMENT OVERVIEW EXHIBIT



EXISTING UTILITY EASEMENTS SHOWN ON THE PLAT OF COUNTRY SEASONS ESTATES

- ROADWAY IMPROVEMENTS**
- PERMANENT ROADWAY, DRAINAGE & UTILITY EASEMENT
- PURCHASED PROPERTY - STREET/POND CONSTRUCTION**
- PERMANENT DRAINAGE & UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT**
- UTILITY IMPROVEMENTS**
- PERMANENT DRAINAGE & UTILITY EASEMENT
 - TEMPORARY CONSTRUCTION EASEMENT

WENCK ASSOCIATES
 RESPONSIVE PARTNER. EXCEPTIONAL OUTCOMES.
 PROPERTY OWNER:

1525 WOODLAKE DRIVE
 WILSON, MN 55392

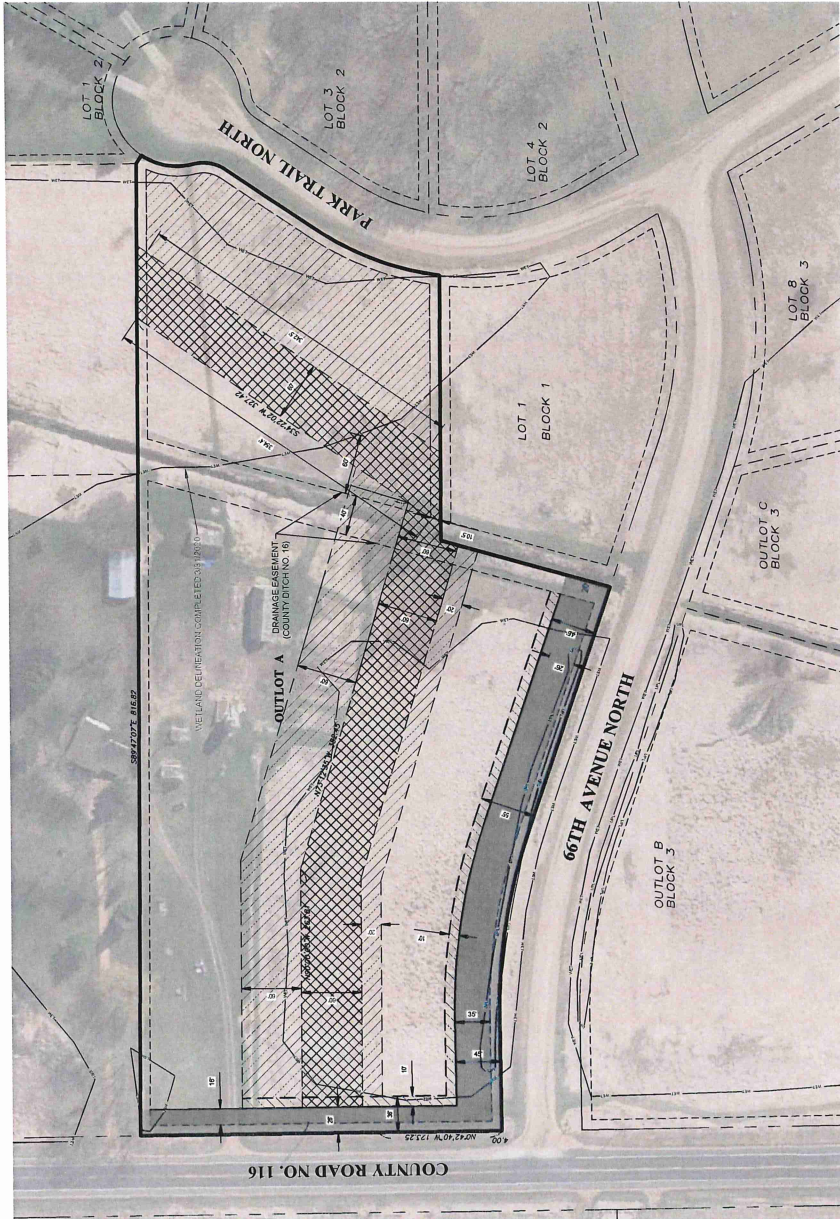
CO. RD. NO. 116 & 66TH AVE.
 CORCORAN, MN 55340

DWR BY CS&O APP'D DWG DATE: MARCH 2020
 M/LH CNA CNA SCALE: 1" = 100'

PROJECT NO. 2294-0031
 SHEET NO. 1 OF 1

EASEMENT EXHIBIT

PID NO. 36-119-23-230008



EXISTING PARCEL DESCRIPTION:
 OUTLOT A, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof.
PERMANENT ROADWAY, DRAINAGE AND UTILITY EASEMENT:
 The west 26.00 feet of, together with the most southerly 45.00 feet of said OUTLOT A.
TEMPORARY CONSTRUCTION EASEMENT (ROADWAY):
 The east 10.00 feet of the west 36.00 feet, together with the northerly 10.00 feet of the most southerly 55.00 feet of said OUTLOT A.
PERMANENT DRAINAGE AND UTILITY EASEMENT (UTILITY):
 That part of said OUTLOT A which lies 60.00 feet to the left of the following described line:
 Commencing at the northwest corner of said OUTLOT A; thence South 89 degrees 47 minutes 07 seconds East, on an assumed bearing along the north line of said OUTLOT A, 816.82 feet to the point of beginning; 73 degrees 34 minutes 34 seconds West, 22 minutes 02 seconds West, 327.42 feet; thence North 73 degrees 35 minutes 12 seconds West, 392.45 feet; thence North 90 degrees 00 minutes 00 seconds West, 263.81 feet to the west line of said OUTLOT A and said line there terminating. Except for the west 26.00 feet of said OUTLOT A.

The easement strip is to be extended to terminate at the north line of said OUTLOT A and the north line of Lot 1, Block 1, COUNTRY SEASONS ESTATES.
TEMPORARY CONSTRUCTION EASEMENT (UTILITY):
 All that part of said OUTLOT A lying westerly of a line being parallel with and 60.00 feet to the left of the following described line:
 Commencing at the northwest corner of said OUTLOT A; thence South 89 degrees 47 minutes 07 seconds East, on an assumed bearing along the north line of said OUTLOT A, 816.82 feet to the point of beginning of said line; thence South 34 degrees 22 minutes 02 seconds West, 327.42 feet and there said line terminating.
 Said parallel line is to be extended to terminate at the north line of said OUTLOT A.
 And, that part of said OUTLOT A which lies 60.00 feet to the right of, and which lies 20.00 to the left of a line parallel with and 60.00 feet left of the following described line:
 Commencing at the northwest corner of said OUTLOT A; thence South 89 degrees 47 minutes 07 seconds East, on an assumed bearing along the north line of said OUTLOT A, 816.82 feet; thence South 34 degrees 22 minutes 02 seconds West, 327.42 feet to the point of beginning of said line; thence North 73 degrees 35 minutes 12 seconds West, 392.45 feet; thence North 90 degrees 00 minutes 00 seconds West, 263.81 feet to the west line of said OUTLOT A and there said line terminating.
 Except for the west 26.00 feet of said OUTLOT A.

ROADWAY IMPROVEMENTS
 PERMANENT ROADWAY, DRAINAGE & UTILITY EASEMENT
 TOTAL AREA = 3374.50 SQ. FT. (0.78 AC)
 LOWLAND AREA = 1549.50 SQ. FT. (0.35 AC)
 TEMPORARY CONSTRUCTION EASEMENT
 TOTAL AREA = 4275.50 SQ. FT. (0.97 AC)
 LOWLAND AREA = 538.50 SQ. FT. (0.12 AC)

UTILITY IMPROVEMENTS
 PERMANENT DRAINAGE AND UTILITY EASEMENT
 TOTAL AREA = 5209.50 SQ. FT. (1.21 AC)
 LOWLAND AREA = 1426.50 SQ. FT. (0.32 AC)
 TEMPORARY CONSTRUCTION EASEMENT
 TOTAL AREA = 6488.50 SQ. FT. (1.49 AC)
 LOWLAND AREA = 618.50 SQ. FT. (0.14 AC)

ROADWAY IMPROVEMENTS	UTILITY IMPROVEMENTS

SURVEYORS NOTES:
 1. This exhibit does not constitute a boundary survey. Property boundary lines shown hereon are intended for general reference only.
 2. This exhibit was prepared based on a cursory title review, the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:
 I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Gary Bjorklund
 Gary Bjorklund
 LS 46583
 Date 9/15/2020

WENCK ASSOCIATES
 Responsive partner. Exceptional outcomes.
 PROPERTY OWNER: WILLIAM MASON

6620 CO. RD. NO. 116
 CORCORAN, MN 55340

DWN BY: GJK/BD
 DATE: 9/15/2020
 M/LH: LUL
 JOB SCALE: 1" = 60'

PROJECT NO. 2294-0031
 SHEET NO. 1 OF 1

EASEMENT EXHIBIT

PID NO. 36-119-23-230003



EXISTING PARCEL DESCRIPTION:

Lot 1, Block 1, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof.

PERMANENT DRAINAGE AND UTILITY EASEMENT (UTILITY):

The east 60 feet of the west 80 feet of Lot 1, Block 1 COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof. EXCEPT the westerly 20.00 feet; and the southerly 30.00 feet of said Lot 1.

And together with that part of said Lot 1 lying westerly and northerly of the following described line:

Commencing at the northwest corner of said Lot 1; thence South 89 degrees 47 minutes 06 seconds East, on an assumed bearing along the north line of said Lot 1, a distance of 20.73 feet to the point of beginning; thence South 15 degrees 26 minutes 35 seconds West 24.03 feet; thence North 73 degrees 12 minutes 55 seconds West 20.00 feet to the west line of said Lot 1 and there said line terminating.

TEMPORARY CONSTRUCTION EASEMENT (UTILITY):

The east 100 feet of the west 180 feet of Lot 1, Block 1 COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof. EXCEPT the north 10.00 feet; and the southerly 40.00 feet of said Lot 1.

And together with that part of said Lot 1 lying westerly and northerly of the following described line:

Commencing at the northwest corner of said Lot 1; thence South 89 degrees 47 minutes 06 seconds East, on an assumed bearing along the north line of said Lot 1, a distance of 20.73 feet; thence South 15 degrees 26 minutes 35 seconds West 44.03 feet to the point of beginning of said line; thence North 73 degrees 12 minutes 55 seconds West 20.00 feet to the west line of said Lot 1 and there said line terminating.

PERMANENT ROADWAY, DRAINAGE AND UTILITY EASEMENT

The southerly 30.00 feet of said Lot 1.

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY):

The northerly 10.00 feet of the southerly 40.00 feet lying westerly of the easterly 10.00 feet and easterly of the westerly 80.00 feet of said Lot 1.

SURVEYORS NOTES:

- This exhibit does not constitute a boundary survey. Property boundary lines shown hereon are intended for general reference only.
- This exhibit was prepared based on a cursory title review, the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Gary Bjorklund
 Gary Bjorklund Date 9/15/20
 LS 48563

EXISTING IF (UNLESS OTHERWISE NOTED)
 DRAINAGE & UTILITY EASEMENT PER
 RECORD PLAT NO. 36-119-23-230003

ROADWAY IMPROVEMENTS

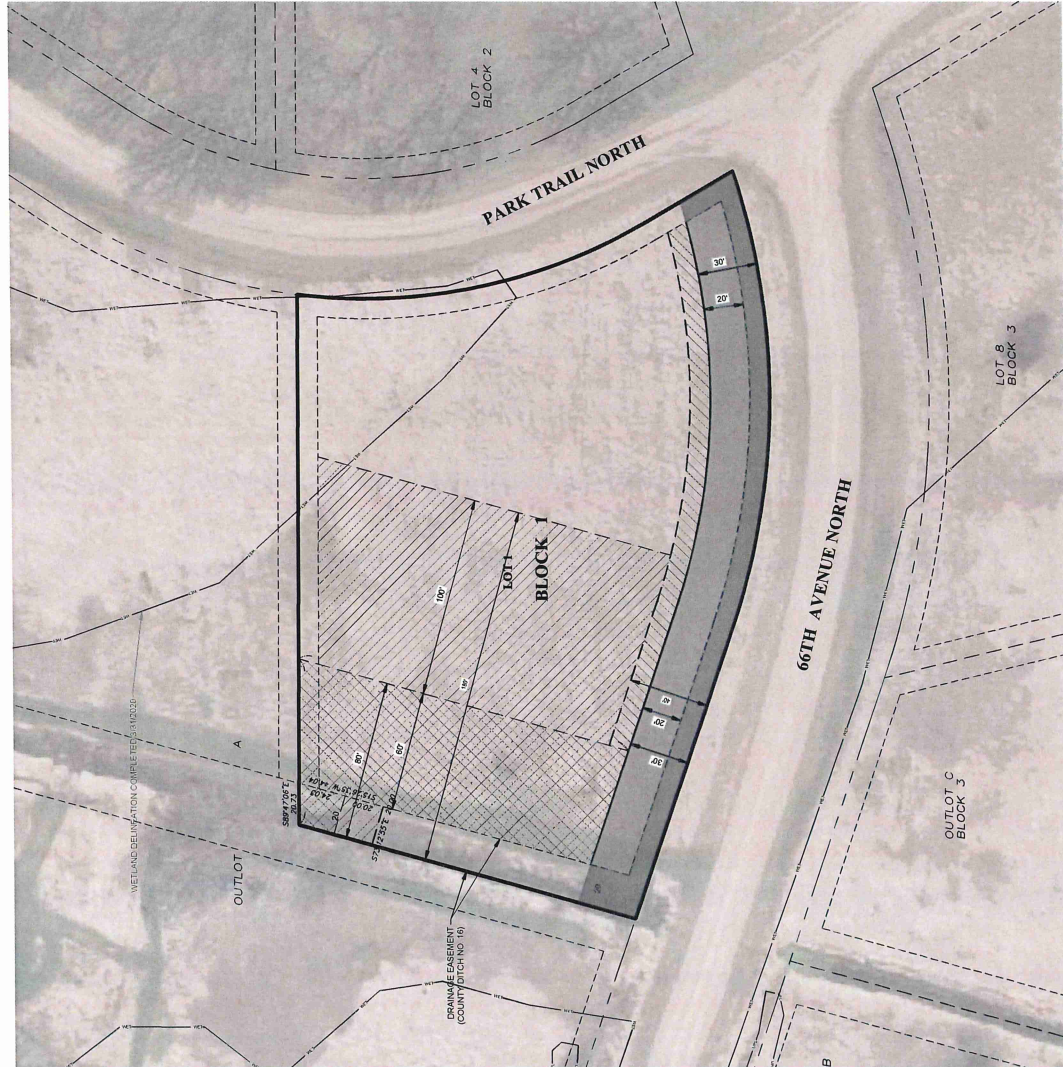
PERMANENT ROADWAY, DRAINAGE & UTILITY EASEMENT
 TOTAL LAND AREA = 11,311.50 FT. (2.61 AC)
 TOTAL ROADWAY AREA = 11,311.50 FT. (2.61 AC)

TEMPORARY CONSTRUCTION EASEMENT
 TOTAL LAND AREA = 2,448.50 FT. (0.56 AC)
 TOTAL ROADWAY AREA = 2,448.50 FT. (0.56 AC)

UTILITY IMPROVEMENTS

PERMANENT DRAINAGE & UTILITY EASEMENT
 TOTAL LAND AREA = 10,775.50 FT. (2.45 AC)
 TOTAL UTILITY AREA = 10,775.50 FT. (2.45 AC)

TEMPORARY CONSTRUCTION EASEMENT
 TOTAL LAND AREA = 1,621.50 FT. (0.37 AC)
 TOTAL UTILITY AREA = 1,621.50 FT. (0.37 AC)



WENCK ASSOCIATES
 RESPONSIVE PARTNER. EXCEPTIONAL OUTCOMES.

PROPERTY OWNER: WILLIAM MASON

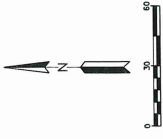
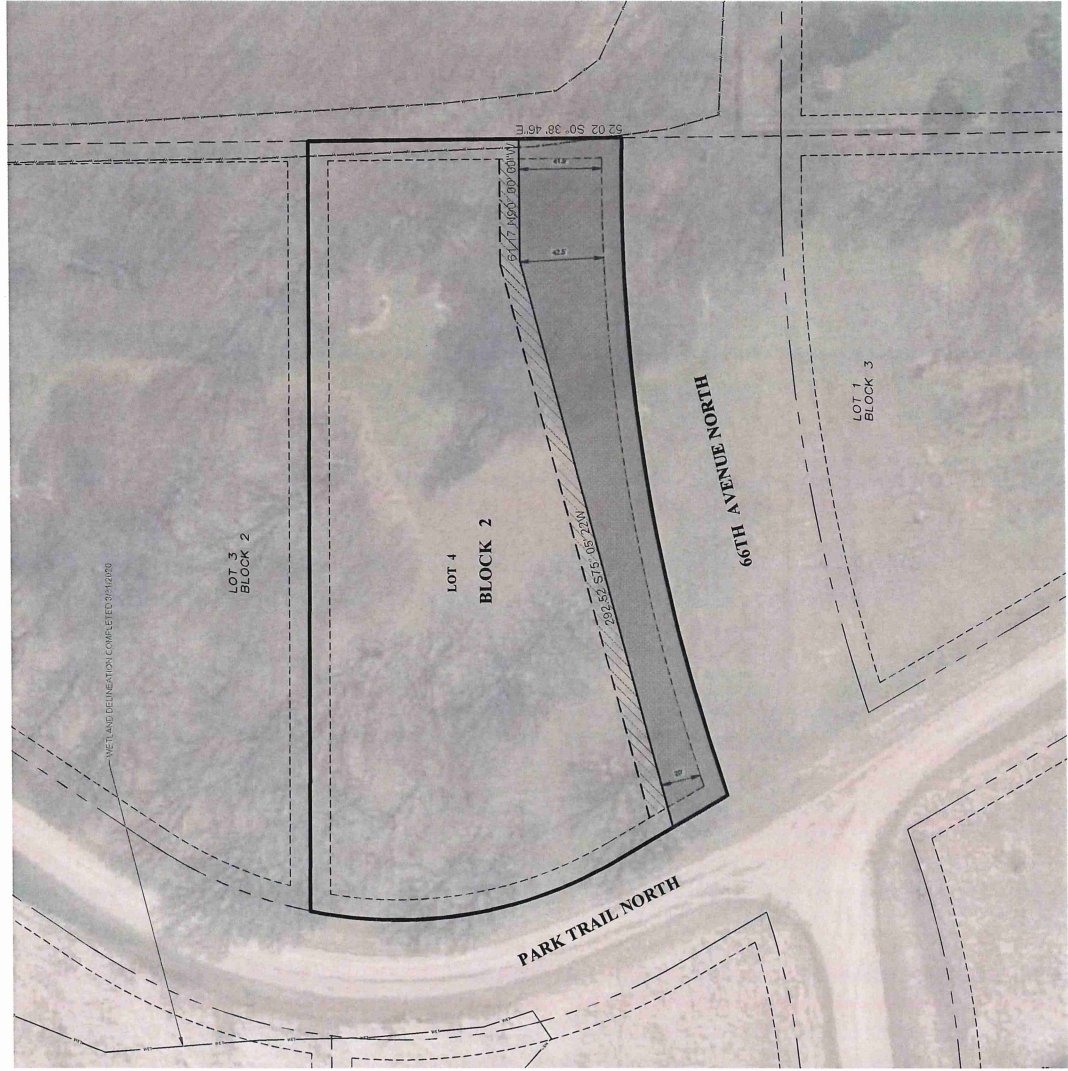
PROJECT NO. 2294-0031 SHEET NO. 1 OF 1

DWN BY (C&D) APP'D DWG DATE 9/15/2020
 M/LH L/L C/JB SCALE 1" = 30'

6605 PARK TRAIL ROAD
 CORCORAN, MN 55340

EASEMENT EXHIBIT

PID NO. 36-119-23-230007



EXISTING PARCEL DESCRIPTION:

Lot 4, Block 2, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plot thereof.

PERMANENT ROADWAY, DRAINAGE AND UTILITY EASEMENT:

That part of said Lot 4, Block 2, lying southerly of the following described line:

Commencing at the southeast corner of said Lot 4, Block 2; thence on an assumed bearing of North 00 degrees 38 minutes 46 seconds West, along the east line of said Lot 4, a distance of 52.02 feet, to the point of beginning of said line; thence West 61.17 feet; thence South 75 degrees 05 minutes 22 seconds West 292.52 feet to the westerly line of said Lot 4.

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY):

That part of said Lot 4, Block 2, lying 10.00 feet to the right of the following described line:

Commencing at the southeast corner of said Lot 4, Block 2; thence South 00 degrees 38 minutes 46 seconds East 52.02 feet to the point of beginning for said line; thence West 61.17 feet; thence South 75 degrees 05 minutes 22 seconds West 292.52 feet to the westerly line of said Lot 4.

SURVEYORS NOTES:

1. This exhibit does not constitute a boundary survey. Property boundary lines shown hereon are intended for general reference only.

2. This exhibit was prepared based on a cursory title review, the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

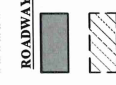
Gary Bjorklund
 Gary Bjorklund Date 9/15/2020
 LS 48563

**EXISTING IF (UNLESS OTHERWISE NOTED)
 THIS PARCEL IS PART OF COUNTRY SEASONS ESTATES**

ROADWAY IMPROVEMENTS

TEMPORARY CONSTRUCTION EASEMENT
 TOTAL AREA = 12,799 SQ. FT. (0.29 AC)
 UPLAND AREA = 12,097 SQ. FT. (0.28 AC)

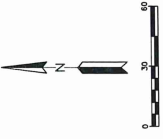
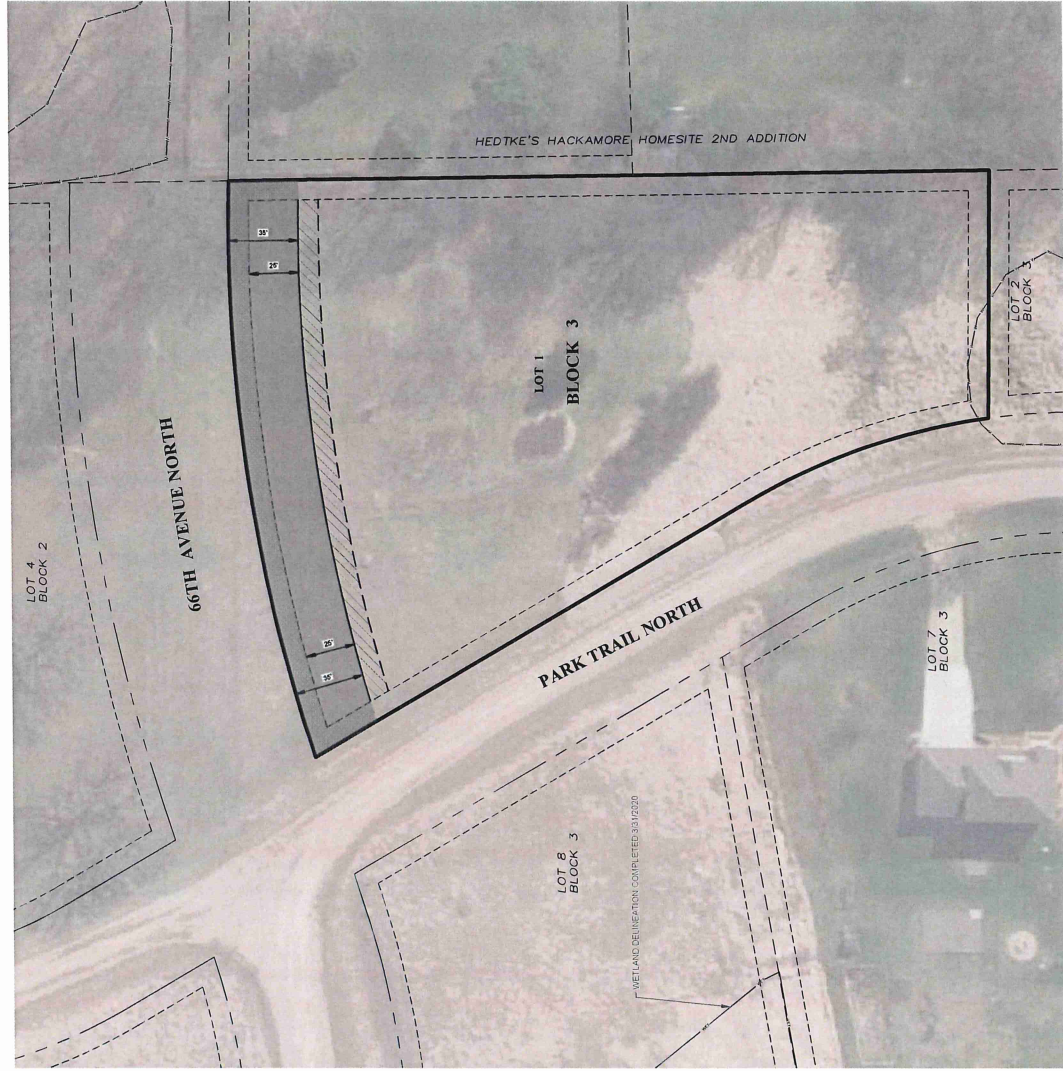
PERMANENT ROADWAY, DRAINAGE & UTILITY EASEMENT
 TOTAL AREA = 3,382 SQ. FT. (0.08 AC)
 UPLAND AREA = 3,366 SQ. FT. (0.08 AC)



		6610 PARK TRAIL ROAD CORCORAN, MN 55340	
DWG BY: GJKD MLH PROJECT NO.: 2294-0031	DATE: 9/15/2020 C-JOB SCALE: 1" = 30' SHEET NO.: 1 OF 1	RESPONSIBLE PARTNER: Exceptional outcomes. PROPERTY OWNER: WILLIAM MASON	

EASEMENT EXHIBIT

PID NO. 36-119-23-320003



EXISTING PARCEL DESCRIPTION:

Lot 1, Block 3, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plot thereof.

PERMANENT ROADWAY, DRAINAGE AND UTILITY EASEMENT:

The northerly 35.00 feet of said Lot 1.

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY):

The southerly 10.00 feet of the northerly 45.00 feet lying westerly of the east 10.00 feet and easterly of the westerly 10.00 feet of said Lot 1.

SURVEYORS NOTES:

1. This exhibit does not constitute a boundary survey. Property boundary lines shown hereon are intended for general reference only.

2. This exhibit was prepared based on a cursory title review, the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Gary Borklund

Gary Borklund Date 9/15/2020

LS 46563

EXISTING BY (UNLESS OTHERWISE NOTED):
 THE PLAT OF COUNTRY SEASONS ESTATES

ROADWAY IMPROVEMENTS

PERMANENT ROADWAY, DRAINAGE & UTILITY EASEMENT
 TOTAL AREA = 5491.50 SQ. FT. (0.125 AC)
 UPLAND AREA = 5291.50 SQ. FT. (0.121 AC)

TEMPORARY CONSTRUCTION EASEMENT
 TOTAL AREA = 2581.50 SQ. FT. (0.059 AC)
 UPLAND AREA = 2511.50 SQ. FT. (0.058 AC)



WENCK ASSOCIATES
 1555 WOODVILLE DRIVE
 WYOMING, MN 55092-3612

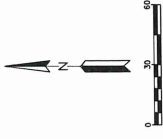
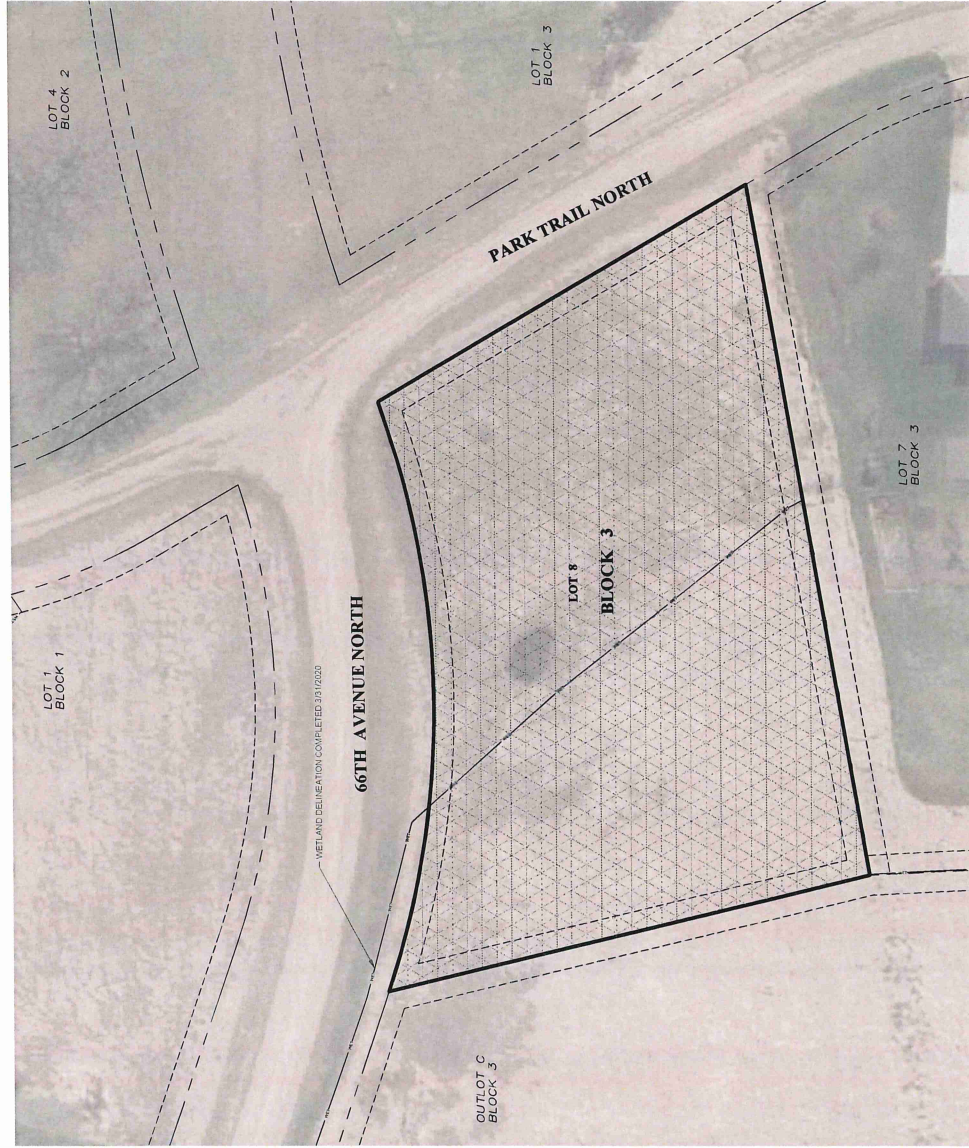
RESPONSIVE PARTNER. EXCEPTIONAL OUTCOMES.
 PROPERTY OWNER: WILLIAM MASON

DWG BY: CLK/B	APP'D: CLK/B	DWG DATE: 9/15/2020
M/JH	LJL	CSJ
PROJECT NO.: 2294-0031		SHEET NO.: 1 OF 1

6580 PARK TRAIL ROAD
 CORCORAN, MN 55340

EASEMENT EXHIBIT

PID NO. 36-119-23-320010



EXISTING PARCEL DESCRIPTION:
 Lot 8, Block 3, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof.

PURCHASED PROPERTY-STREET/POND CONSTRUCTION:
 ALL OF LOT 8, BLOCK 3, OF COUNTRY SEASONS ESTATES.

SURVEYORS NOTES:

1. This exhibit does not constitute a boundary survey. Property boundary lines shown herein are intended for general reference only.
2. This exhibit was prepared based on a cursory title review. The surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Gary Bjorklund
 Gary Bjorklund Date 9/15/20
 LS 46563

EXISTING BY (UNLESS OTHERWISE NOTED)
 DRAINAGE & UTILITY EASEMENT PER
 THE PLAT OF COUNTRY SEASONS ESTATES

ROADWAY IMPROVEMENTS



PURCHASED PROPERTY
 TOTAL UPLAND AREA = 34,675 SQ. FT. (0.80 AC)
 TOTAL UPLAND AREA = 34,675 SQ. FT. (0.81 AC)

WENCK ASSOCIATES
 Responsive partner. Exceptional outcomes.
 PROPERTY OWNER: WILLIAM MASON

6575 PARK TRAIL ROAD
 CORCORAN, MN 55340

DRAWN BY	CHK'D	APP'D	DATE
MLH	LJL		9/15/2020
SCALE			1" = 30'
PROJECT NO.	SHEET NO.		
2294-0031	1		OF 1

EASEMENT EXHIBIT

PID NO. 36-119-23-320015

EXISTING PARCEL DESCRIPTION:

OUTLOT C, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof.
PERMANENT ROADWAY DRAINAGE AND UTILITY EASEMENT:

The northerly 35 feet of said OUTLOT C.

PERMANENT DRAINAGE AND UTILITY EASEMENT (UTILITY)

That part of said OUTLOT C, lying southerly of the northerly 35 feet of said OUTLOT C, and to the left of the following described line:

Commencing at the northwest corner of OUTLOT C; thence South 15 degrees 26 minutes 35 seconds West, on an assumed bearing along the westerly line of said OUTLOT C, 83.06 feet to the point of beginning for said line; thence South 74 degrees 33 minutes 25 seconds East 80.00 feet and there said line terminating. Except for the west 20.00 feet thereof;

TEMPORARY CONSTRUCTION EASEMENT (UTILITY):

That part of said OUTLOT C, lying southerly of the northerly 45 feet; westerly of the easterly 10.00 feet; easterly of the westerly 20.00 feet thereof, and northerly of the following described line:

Commencing at the northwest corner of said OUTLOT C; thence South 15 degrees 26 minutes 35 seconds West 183.06 feet to the point of beginning for said line; thence South 74 degrees 33 minutes 25 seconds East 180.02 feet; thence North 15 degrees 26 minutes 35 seconds East 118.55 feet to the easterly line of said OUTLOT C. Except that part of the previously described permanent drainage and utility easement.

PERMANENT DRAINAGE AND UTILITY EASEMENT (UTILITY):

That part of said OUTLOT C, lying 10.00 feet on either side of a line described as beginning at the east corner of said OUTLOT C and extending southwesterly to a point on the west line of said OUTLOT C distant 93.50 feet northerly from the southwest corner of said OUTLOT C. Except for the west 20.00 feet and the easterly 10.00 feet of said OUTLOT C.

TEMPORARY CONSTRUCTION EASEMENT (UTILITY):

That part of said OUTLOT C, lying 20.00 feet on either side of a line described as beginning at the east corner of said OUTLOT C and extending southwesterly to a point on the westerly line of said OUTLOT C distant 93.50 feet northerly from the southwest corner of said OUTLOT C, except for the westerly 20.00 feet and the easterly 10.00 feet of said OUTLOT C.

SURVEYORS NOTES:

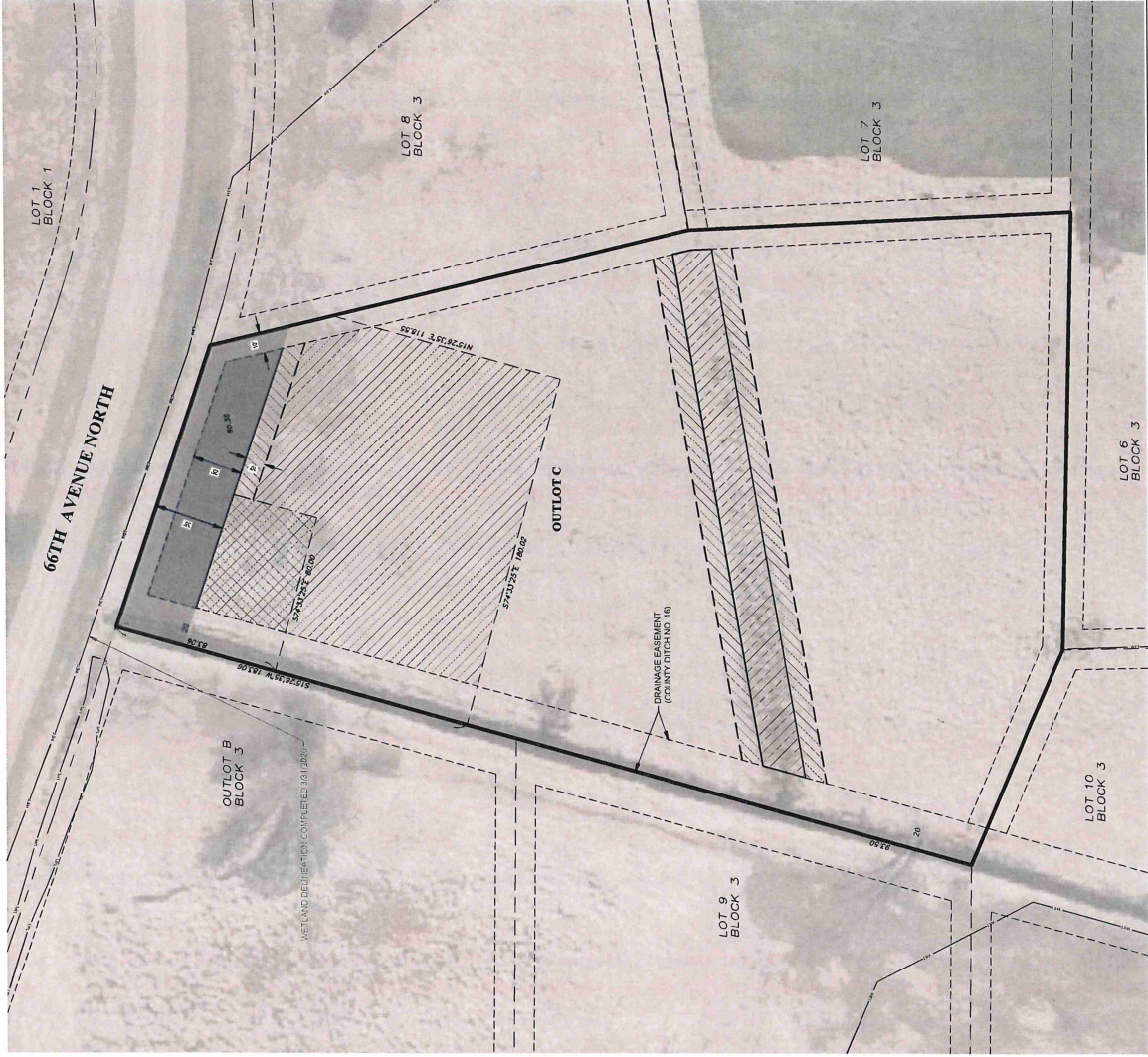
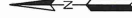
1. This exhibit does not constitute a boundary survey. Property boundary lines shown hereon are intended for general reference only.
2. This exhibit was prepared based on a cursory title review; the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Gary Bjorklund
 Gary Bjorklund Date 9/15/2020
 LS 46563

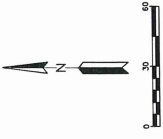
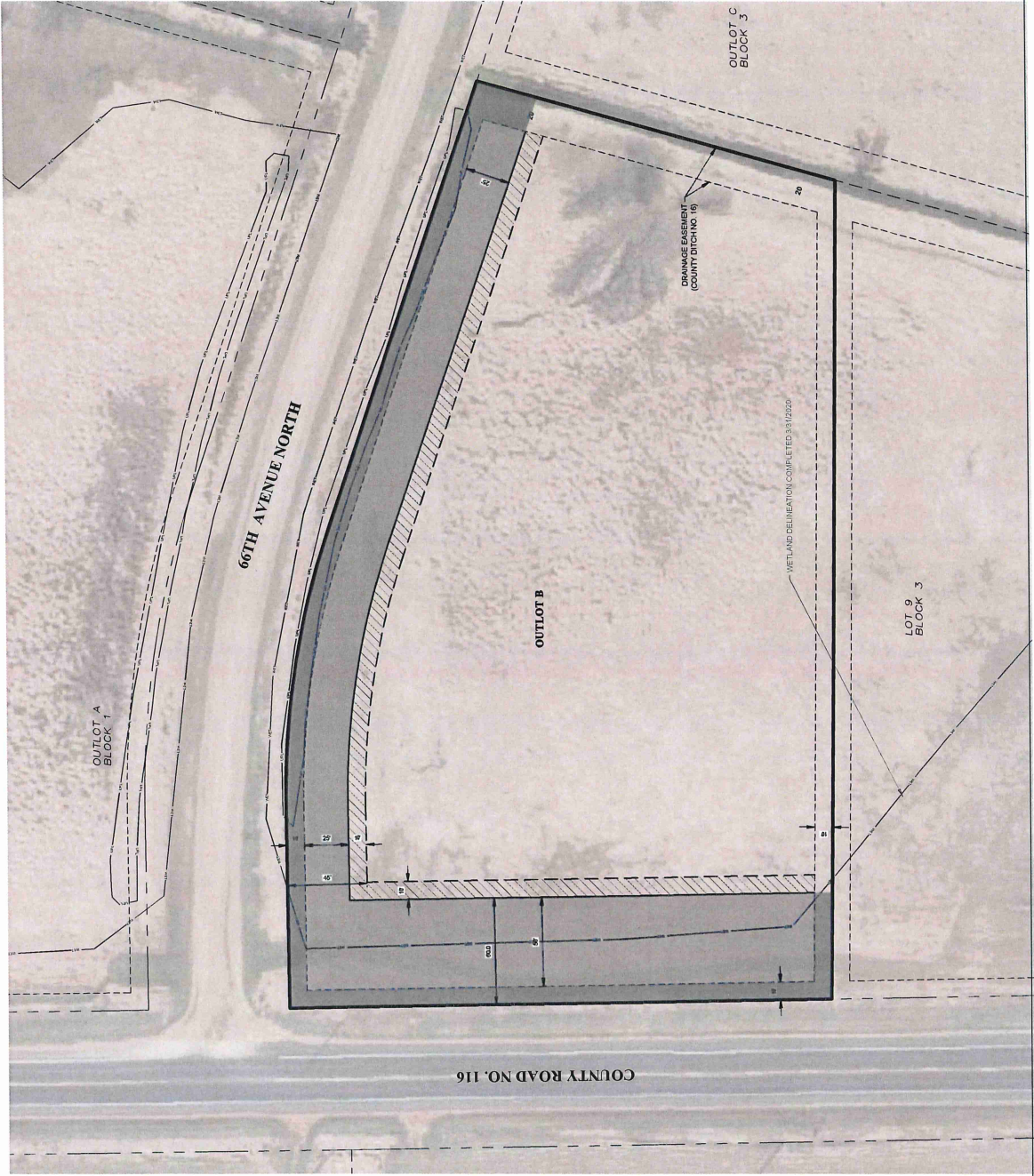
ROADWAY IMPROVEMENTS	
	EXISTING PERMANENT DRAINAGE & UTILITY EASEMENT DRAINAGE & UTILITY EASEMENT PER PERMANENT DRAINAGE & UTILITY EASEMENT TOTAL AREA = 4,581.50 FT. (0.14 AC) LOWLAND AREA = 5,581.50 FT. (0.14 AC)
	EXISTING PERMANENT DRAINAGE & UTILITY EASEMENT DRAINAGE & UTILITY EASEMENT PER PERMANENT DRAINAGE & UTILITY EASEMENT TOTAL AREA = 4,581.50 FT. (0.14 AC) LOWLAND AREA = 5,581.50 FT. (0.14 AC)
	TEMPORARY CONSTRUCTION EASEMENT DRAINAGE & UTILITY EASEMENT PER PERMANENT DRAINAGE & UTILITY EASEMENT TOTAL AREA = 4,581.50 FT. (0.14 AC) LOWLAND AREA = 5,581.50 FT. (0.14 AC)
UTILITY IMPROVEMENTS	
	EXISTING PERMANENT DRAINAGE & UTILITY EASEMENT DRAINAGE & UTILITY EASEMENT PER PERMANENT DRAINAGE & UTILITY EASEMENT TOTAL AREA = 4,581.50 FT. (0.14 AC) LOWLAND AREA = 5,581.50 FT. (0.14 AC)
	TEMPORARY CONSTRUCTION EASEMENT DRAINAGE & UTILITY EASEMENT PER PERMANENT DRAINAGE & UTILITY EASEMENT TOTAL AREA = 4,581.50 FT. (0.14 AC) LOWLAND AREA = 5,581.50 FT. (0.14 AC)



WENCK ASSOCIATES		CORCORAN, MN 55340	
RESPONSIVE PARTNER. EXCEPTIONAL OUTCOMES.	PROPERTY OWNER:	DATE BY CHKD	DWG DATE
	WILLIAM MASON	9/15/2020	9/15/2020
		MLH	LJL
		CJB	SCALE 1" = 30'
		PROJECT NO.	SHEET NO.
		2294-0031	1 OF 1

EASEMENT EXHIBIT

PID NO. 36-119-23-320014



EXISTING PARCEL DESCRIPTION:

OUTLOT B, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof.

PERMANENT ROADWAY, DRAINAGE AND UTILITY EASEMENT:

The west 60.00 feet, together with the northerly 35.00 feet of said OUTLOT B.

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY):

The east 10.00 feet of the west 70.00 feet, together with the southerly 10.00 feet of the northerly 45.00 feet of said OUTLOT B.

SURVEYORS NOTES:

1. This exhibit does not constitute a boundary survey. Property boundary lines shown herein are intended for general reference only.
2. This exhibit was prepared based on a cursory title review, the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Eugene Bjorklund
 Gary Bjorklund Date 9/15/2020
 LS 4655

EXISTING IF (UNLESS OTHERWISE NOTED)
 DRAINAGE EASEMENT (COUNTY DITCH NO. 19)
 DRAINAGE EASEMENT (COUNTRY SEASONS ESTATES)

ROADWAY IMPROVEMENTS

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY)
 TOTAL AREA = 24,972 SQ. FT. (0.56 AC.)
 TOTAL AREA = 24,972 SQ. FT. (0.56 AC.)
 TOTAL AREA = 24,972 SQ. FT. (0.56 AC.)
 TOTAL AREA = 24,972 SQ. FT. (0.56 AC.)

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY)
 TOTAL AREA = 6,381 SQ. FT. (0.146 AC.)
 TOTAL AREA = 6,381 SQ. FT. (0.146 AC.)
 TOTAL AREA = 6,381 SQ. FT. (0.146 AC.)
 TOTAL AREA = 6,381 SQ. FT. (0.146 AC.)

WENCK ASSOCIATES
 1555 WOODVILLE DRIVE
 WILSON, MN 55394
 PH: 612-364-2512

6580 CO. RD. NO. 116
 CORCORAN, MN 55340

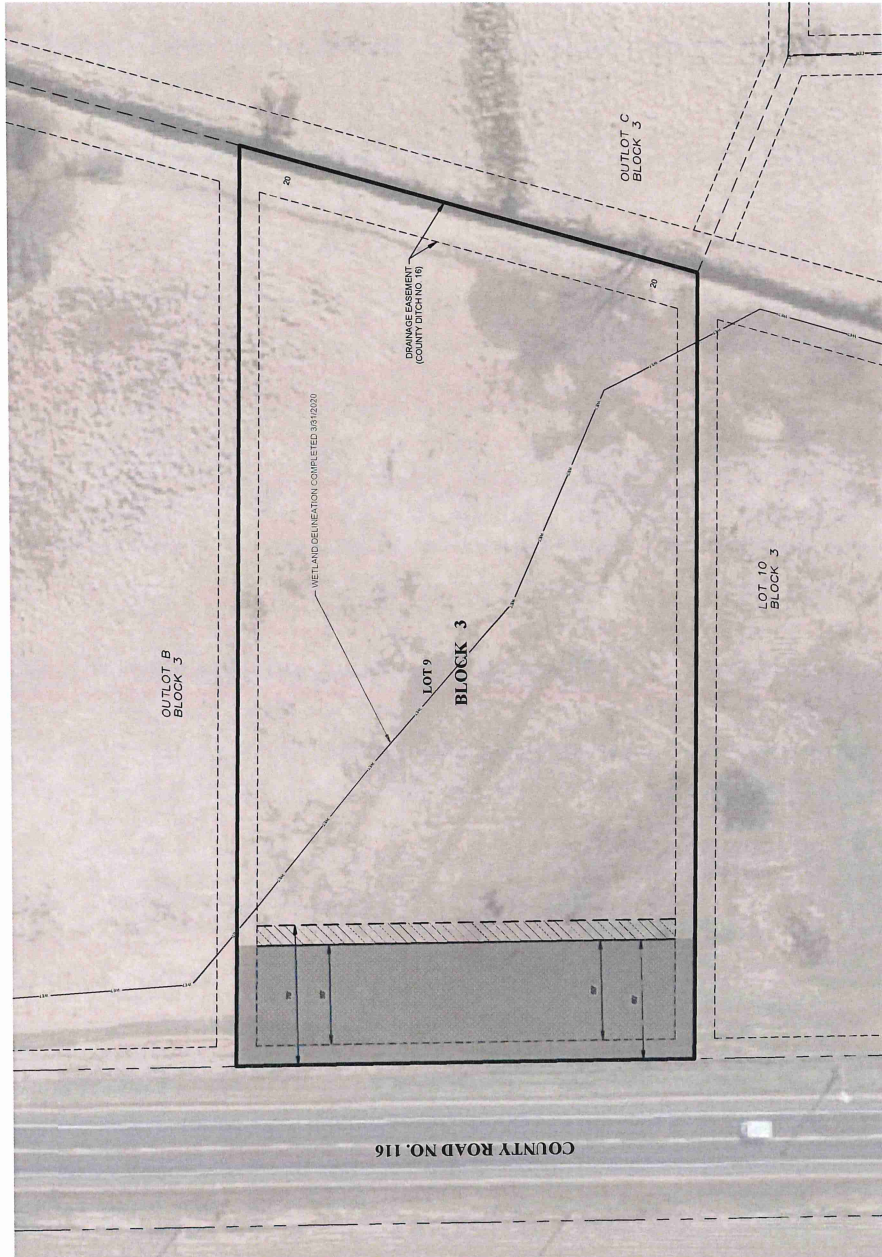
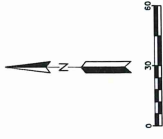
DWG BY: GJK/DJ DWG DATE: 9/15/2020
 MLH LUL GBJ SCALE: 1" = 30'

PROJECT NO.: 2294-0031 SHEET NO.: 1 OF 1

PROPERTY OWNER: WILLIAM MASON

EASEMENT EXHIBIT

PID NO. 36-119-23-320011



EXISTING PARCEL DESCRIPTION:

Lot 9, Block 3, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof.

PERMANENT ROADWAY, DRAINAGE AND UTILITY EASEMENT:

The west 60.00 feet of said Lot 9.

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY):

The east 10.00 feet of the west 70.00 feet lying north of the south 10 feet and south of the north 10.00 feet of said Lot 9.

SURVEYORS NOTES:

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2. This exhibit was prepared based on a cursory title review, the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Gary Bjorklund
 Date 9/15/2020
 Gary Bjorklund
 LS 46863

ROADWAY IMPROVEMENTS

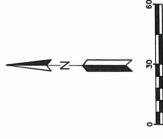
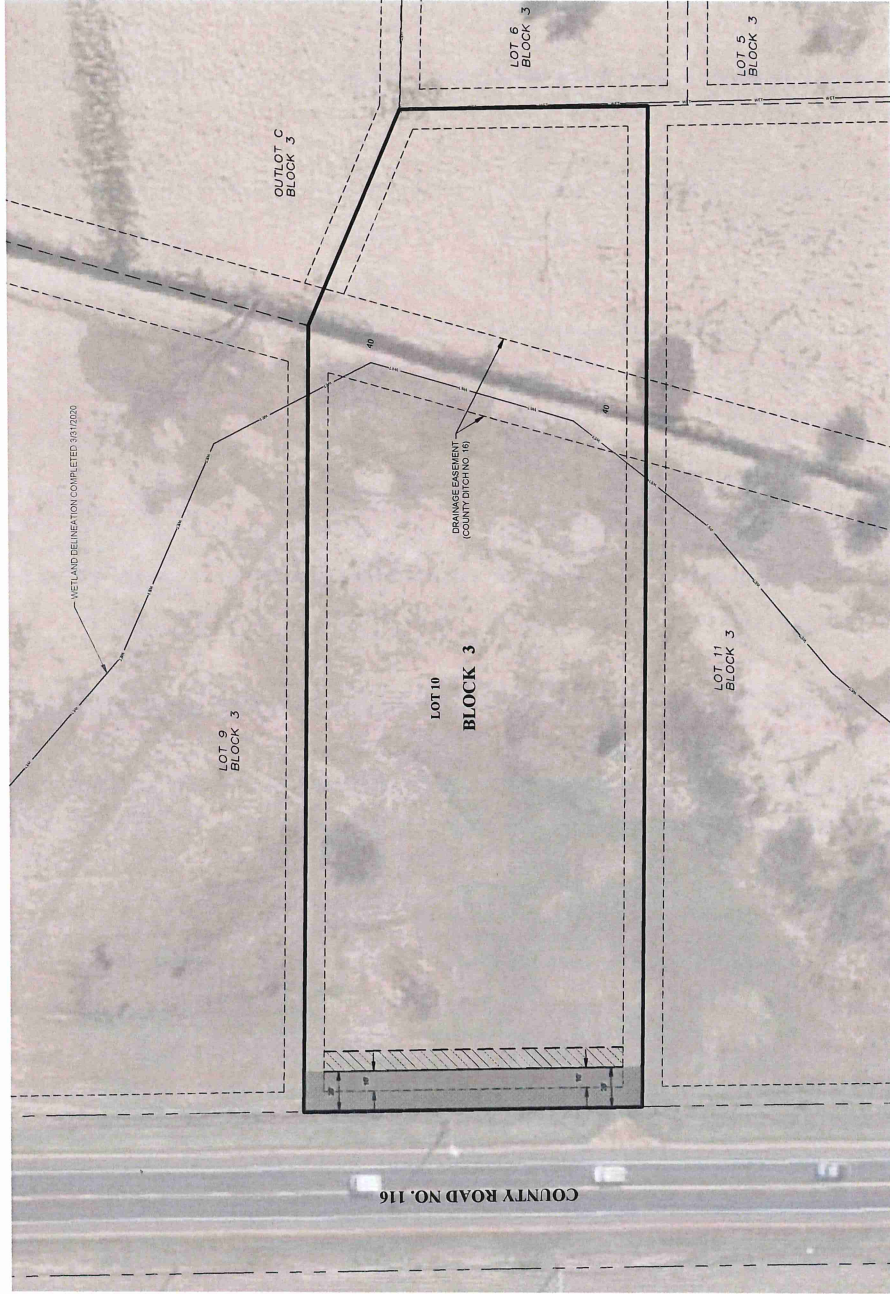
EXISTING (IF UNLESS OTHERWISE NOTED) DRAINAGE & UTILITY EASEMENT PER RECORD PLAT	ROADWAY IMPROVEMENTS
PERMANENT ROADWAY, DRAINAGE & UTILITY EASEMENT TOTAL AREA = 13,800 SQ. FT. (0.31 AC)	TEMPORARY CONSTRUCTION EASEMENT TOTAL AREA = 2,100 SQ. FT. (0.05 AC)
UPLAND AREA = 13,800 SQ. FT. (0.31 AC)	UPLAND AREA = 2,100 SQ. FT. (0.05 AC)

WENCK ASSOCIATES
 Responsive partner. Exceptional outcomes.
 PROPERTY OWNER: WILLIAM MASON

6550 CO. RD. NO. 116 CORCORAN, MN 55340	
DWG BY: CHK MLH	DWG DATE: 9/15/2020
PROJECT NO.: 2294-0031	SHEET NO.: 1 OF 1

EASEMENT EXHIBIT

PID NO. 36-119-23-320012



EXISTING PARCEL DESCRIPTION:
 Lot 10, Block 3, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof.

PERMANENT ROADWAY, DRAINAGE AND UTILITY EASEMENT:
 The west 20.00 feet of said Lot 10.

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY):
 The east 10.00 feet of the west 30.00 feet of said Lot 10, lying north of the south 10.00 feet and south of the north 10.00 feet of said Lot 10.

SURVEYORS NOTES:

1. This exhibit does not constitute a boundary survey. Property boundary lines shown hereon are intended for general reference only.
2. This exhibit was prepared based on a cursory title review, the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Gary Bjorklund
 Gary Bjorklund Date 9/15/2020
 LS 48563

ROADWAY IMPROVEMENTS



EXISTING (UNLESS OTHERWISE NOTED)
 DRAINAGE & UTILITY EASEMENT PER
 RECORD PLAT AND FIELD SURVEY SERVICES

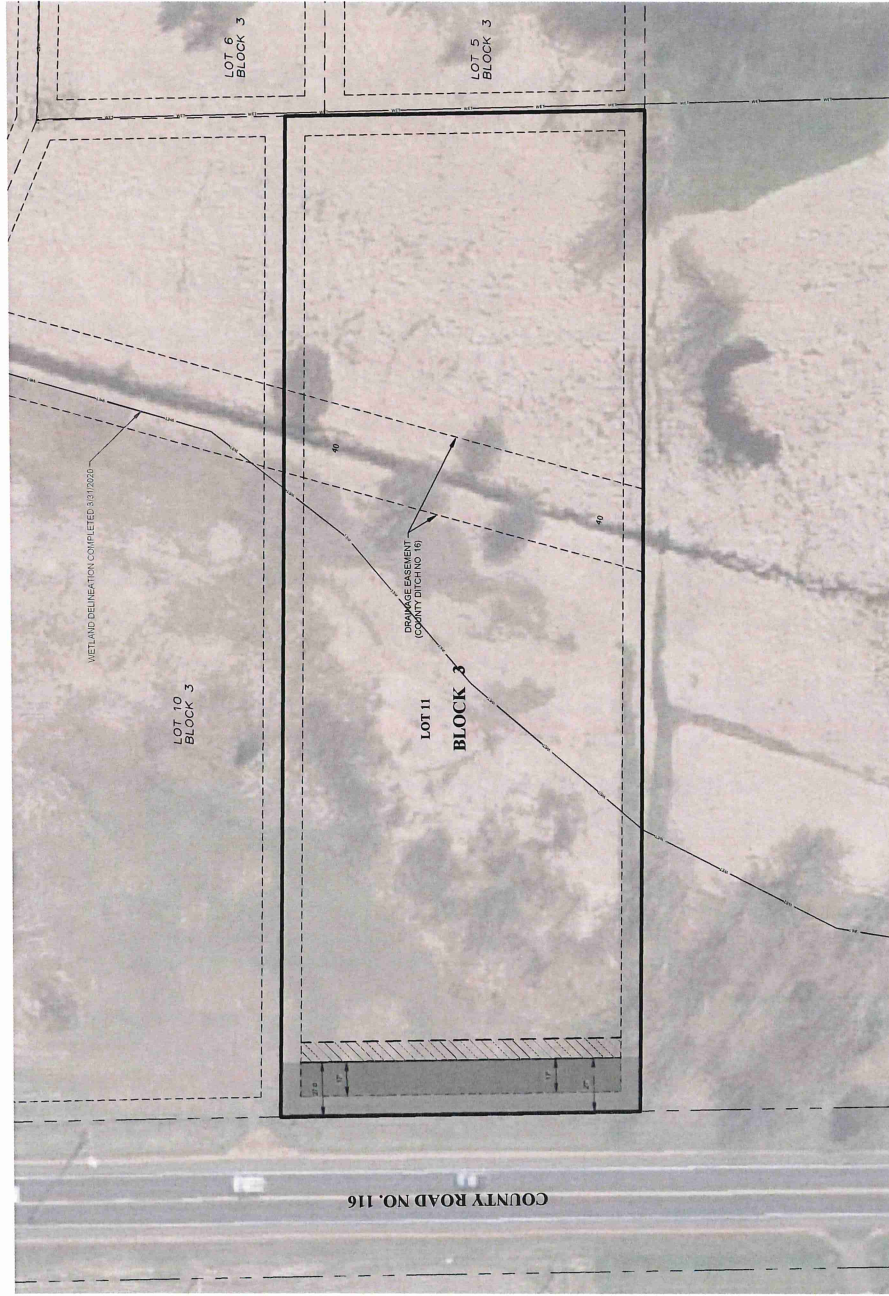
ROADWAY IMPROVEMENTS
 EXISTING ROADWAY
 TOTAL AREA = 147 SQ. FT. (0.00 AC)
 UPLAND AREA = 147 SQ. FT. (0.00 AC)

TEMPORARY CONSTRUCTION EASEMENT
 TOTAL AREA = 158 SQ. FT. (0.00 AC)
 UPLAND AREA = 158 SQ. FT. (0.00 AC)

		6500 CO. RD. NO. 116 CORCORAN, MN 55340	
DWG BY	CHKD	DATE	9/15/2020
MLH	JLB	SCALE	1" = 30'
PROJECT NO.	2294-0031		
PROPERTY OWNER:	WILLIAM MASON		
SHEET NO.	1 OF 1		

EASEMENT EXHIBIT

PID NO. 36-119-23-320013



EXISTING PARCEL DESCRIPTION:

Lot 11, Block 3, COUNTRY SEASONS ESTATES, Hennepin County, Minnesota, according to the record plat thereof.

PERMANENT ROADWAY, DRAINAGE AND UTILITY EASEMENT:

The west 27.00 feet of said Lot 11.

TEMPORARY CONSTRUCTION EASEMENT (ROADWAY):

The east 10.00 feet of the west 37.00 feet lying north of the south 10.00 feet and south of the north 10.00 feet of said Lot 11.

SURVEYORS NOTES:

1. This exhibit does not constitute a boundary survey. Property boundary lines shown hereon are intended for general reference only.

2. This exhibit was prepared based on a cursory title review; the surveyor does not guarantee that all or any adverse interests, easements or other encumbrances are shown or that the owner listed has fee title to the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey or map was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Gary Bjorklund

Gary Bjorklund Date
LS 46563

EXISTING IF (UNLESS OTHERWISE NOTED)
DRAINAGE & UTILITY EASEMENT PER
HIGHLIGHTS ON COUNTRY SEASONS ESTATES

ROADWAY IMPROVEMENTS

-  PERMANENT ROADWAY, DRAINAGE & UTILITY EASEMENT TO 10' UPLAND AREA = 149' 50. FT. (0.11 AC)
-  TEMPORARY CONSTRUCTION EASEMENT (ROADWAY) TO 10' UPLAND AREA = 149' 50. FT. (0.11 AC)



RESPONSIVE PARTNER. EXCEPTIONAL OUTCOMES.
PROPERTY OWNER: WILLIAM MASON

6480 CO. RD. NO. 116 CORCORAN, MN 55340	
OWN BY CHKD	APPD DATE: 9/15/2020
MLH	L/L
SCALE: 1" = 30'	
PROJECT NO.	SHEET NO.
2294-0031	1 OF 1

EXHIBIT B

Parcel No.	PID No.	Legal Description	Address	Compensation Amount
1	36-119-23-23-0008	Outlot A, Country Seasons Estates	6620 Co. Rd. 116	\$76,800
2	36-119-23-23-0003	Lot 1, Block 1, Country Seasons Estates	6605 Park Trail Rd.	\$58,900
3	36-119-23-23-0007	Lot 4, Block 2, Country Seasons Estates	6610 Park Trail Rd.	\$42,700
4	36-119-23-32-0003	Lot 1, Block 3, Country Seasons Estates	6580 Park Trail Rd.	\$38,300
5	36-119-23-32-0010	Lot 8, Block 3, Country Seasons Estates	6575 Park Trail Rd.	\$120,000
6	36-119-23-32-0015	Outlot C, Country Seasons Estates	Unassigned	\$4,000
7	36-119-23-32-0014	Outlot B, Country Seasons Estates	6580 Co. Rd. 116	\$16,100
8	36-119-23-32-0011	Lot 9, Block 3, Country Seasons Estates	6550 Co. Rd. 116	\$39,800
9	36-119-23-32-0012	Lot 10, Block 3, Country Seasons Estates	6500 Co. Rd. 116	\$13,300
10	36-119-23-32-0013	Lot 11, Block 3, Country Seasons Estates	6480 Co. Rd. 116	\$28,500

Total: \$438,400

RESOLUTION NO. 2021-114

Motion By:
Seconded By:

A RESOLUTION APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY INTERESTS, AUTHORIZING CLOSING, AND APPROVING A FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT

WHEREAS, William E. Mason (“Seller”) is the owner of certain real property within the City of Corcoran, described on the attached Exhibit A (the “Subject Property”); and

WHEREAS, the City of Corcoran, desires to purchase portions of the Subject Property, as described in the Purchase Agreement in order to complete the 66th Avenue/Gleason Parkway Corridor Improvements Project (the “Project”); and

WHEREAS, the City has received developer posted escrow funds to complete this purchase; and

WHEREAS, the City Council desires to approve the Purchase Agreement between the City and Seller and authorize the Mayor and the Administrator or his designee to execute the Purchase Agreement, deliver the funds contemplated therein, and execute any and all documents necessary and proper to facilitate closing of the transaction; and

WHEREAS, the City and Seller previously entered into a Right of Entry Agreement dated April 26, 2021, which permitted the City to commence Project work in advance of this acquisition and which required commencement of a condemnation action to acquire the required property interests by October 1, 2021, in the event no purchase agreement could be reached; and

WHEREAS, the City and Seller have reached a purchase agreement which is contingent upon approval by the court and the parties desire to extend the deadline by which the City must commence a condemnation action via a First Amendment to Right of Entry Agreement. The City therefore desires to approve the First Amendment to the Right of Entry Agreement and authorize the Mayor and the Administrator or his designee to execute the same.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Corcoran hereby approves the Purchase Agreement between the City and Seller for the purchase of the specified portions of the Subject Property and hereby authorizes the Mayor and the Administrator or his designee to execute the Purchase Agreement, deliver the funds contemplated therein, and execute any and all documents necessary and proper to facilitate closing of the transaction. The City Council further approves the First Amendment to the Right of Entry Agreement and authorizes the Mayor and Administrator or his designee to execute the same.

RESOLUTION NO. 2021-114

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 23th day of September, 2021.

Tom McKee – Mayor

ATTEST:

Jessica Beise – Administrative Services Director

City Seal

RESOLUTION NO. 2021-114

EXHIBIT A

The "Subject Property"

Parcel No.	PID No.	Legal Description
1	36-119-23-23-0008	Outlot A, Country Seasons Estates
2	36-119-23-23-0003	Lot 1, Block 1, Country Seasons Estates
3	36-119-23-23-0007	Lot 4, Block 2, Country Seasons Estates
4	36-119-23-32-0003	Lot 1, Block 3, Country Seasons Estates
5	36-119-23-32-0010	Lot 8, Block 3, Country Seasons Estates
6	36-119-23-32-0015	Outlot C, Country Seasons Estates
7	36-119-23-32-0014	Outlot B, Country Seasons Estates
8	36-119-23-32-0011	Lot 9, Block 3, Country Seasons Estates
9	36-119-23-32-0012	Lot 10, Block 3, Country Seasons Estates
10	36-119-23-32-0013	Lot 11, Block 3, Country Seasons Estates



105 South Fifth Street,
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
www.landform.net

MEMORANDUM

DATE September 15, 2021
TO Brad Martens
CC City Council, Planning Commission, Parks & Trails Commission
FROM Kendra Lindahl, City Planner
RE Active Corcoran Planning Applications

Projects/Comments in blue italics are new

The following is a summary of project status for current, active projects:

1. **Request for Rezoning, Site Plan, Conditional Use Permit and Variance for Garages Too, LLC at 224010 Highway 55 (PID 32-119-23-44-0001) (city file 21-016).** The applicant has requested approval to allow a mini storage/self-storage facility on the property. The City Council reviewed a concept plan earlier this year and indicated *support. The application was reviewed at a Public Hearing at the August 5th Planning Commission and is scheduled for Council action on September 23rd.*
2. **Vacation of Cain Road ROW (city file 21-022).** The City Council voted to commence the vacation process as requested by Michael Galbraith to remove an easement containing an unimproved portion of Cain Road adjacent to his property at 20700 70th Avenue. *The item was reviewed at the August 12th meeting, but did not have a 4/5 vote and will be brought back to Council at a future date when a full City Council is available.*
3. **Sign Ordinance Amendment (city file 21-027).** The City Council directed staff to prepare an update to the sign ordinance regarding campaign signs. *The ordinance was reviewed at the August 26th City Council meeting and is expected to be adopted on September 23rd.*
4. **Preliminary Plat for “Bechtold Farm” at 10165 Bechtold Road (PID 05-119-23-44-0001 and 0811923110007) (city file no. 21-030).** Skies Limit LLC has requested approval of a preliminary plat to create 12 lots on 115.61 acres. *The item is currently incomplete and will be scheduled for meetings upon receipt of a complete application.*
5. **Amendments to the text of Chapter 82 (Nuisances) of the City Code (city file no. 21-032).** At the June 10th meeting, Council directed staff to prepare amendments to ease storage restrictions from RVs, firewood and lots with more than one street frontage. The Council reviewed a draft ordinance amendment prepared by staff and the City Attorney. City Council directed staff to proceed with the draft ordinance with to allow a 25-foot front yard setback for up to two recreational vehicles in addition to modifying the language to also allow personal recreational vehicles and unoccupied trailers in the front yard. *Staff was directed to proceed with a Public Hearing which is scheduled for the September 23rd meeting.*
6. **Kariniemi Sketch Plan for 23185 County Road 10 (PID 18-119-23-11-0002) (city file no. 21-033).** The applicant has requested Council feedback on a concept to reguide/rezone part of the property from *residential to commercial to create a mix of commercial and residential lots. This item was reviewed by the Council at the August 26th meeting, but the applicant has a new plan that will be presented at the September 23rd meeting.*

7. **Zoning Ordinance Amendment for Assembly Uses (city file 21-034).** At the June 24th meeting, the City Council discussed removing assembly uses in low residential zoning districts within the MUSA. Staff was directed to proceed with a Public Hearing. *The item was tabled at the August 5th Planning Commission meeting to September 2nd and two alternatives were presented for consideration. The Planning Commission tabled the item to the October 7th meeting. The item could then be placed on the October 28th City Council meeting.*
8. **Final Plat and PUD Final Plan for “Tavera 2nd Addition” (PID 35-119-23-41-0001 and 35-119-23-41-0002) (city file no. 21-036).** The final plat for phase 2 includes 46 single family homes. *The application was reviewed by the Planning Commission on September 2nd and is scheduled for City Council action on September 23rd.*
9. **Final Plat and PUD Final Plan for “Amberley 1st Addition” and “Bellwether 6th Addition” (PID 01-119-23-34-0002) (city file no. 21-037).** The application is for 62 lots in Bellwether 6th and 25 lots in Amberley 1st Addition. *The application is scheduled for Planning Commission review on October 7th and City Council action on October 14th.*
10. **Certificate of Compliance for a Solar Array for Jonathon Stegbauer at 6697 Primrose Court (PID 36-119-23-13-0102) (City file no. 21-039).** *This item is being reviewed for completeness. The item may be administratively approved.*
11. **Allowed Home Occupation for Haxton Enterprises LLC DBA David’s Lawn Service at 9800 Lily Pond Lane (PID 10-119-23-23-0014) (city file no. 21-040).** *The applicant has submitted a request for an allowed home occupation with no employees coming to the home. This is in response to a code enforcement complaint. Staff is reviewing for completeness. The item may be administratively approved.*
12. **Zoning Ordinance Amendment to update the Non-Conformities Section (city file no. 21-041).** *This is a City initiated effort to bring Section 1030.010 (Non-Conforming Buildings, Structures, Uses and Lots) of the Zoning Ordinance into compliance with State Statutes. This item is tentatively scheduled for a public hearing at the October 7th Planning Commission and action at the October 28th City Council meeting.*

The following projects were recently acted upon and will be closed out:

1. **Conditional Use Permit for Accessory Building Sidewall Height at 6805 Rolling Hills Road (PID 32-119-23-11-0002) (city file 21-018).** The applicant is requesting approval to exceed the sidewall height on a new accessory building in the rear yard. This item was reviewed at a public hearing at the June 3rd Planning Commission meeting where questions were raised about the section of the Zoning Ordinance regarding accessory buildings. *This item was been placed on hold while the City considered a Zoning Ordinance text amendment. The Council approved this requested at the August 26th meeting.*
2. **Zoning Ordinance Amendment (city file no. 21-029).** Staff is requesting that the City Council consider a text amendment to Section 1030.020 of the Zoning Ordinance regarding accessory structures. The ordinance was amended in 2011 to allow landowners to apply for a conditional use permit to exceed the sidewall height for all properties regardless of parcel size. As part of the review of a recent application by Dave Dornsbach, the City Attorney was asked to review the ordinance and recommends changes before acting on the landowner request. *The Planning Commission held a public hearing at the August 5th Planning Commission and the City Council approved the item at the August 26th meeting.*
3. **Final Plat for “Gordon’s Country Estates First Addition” at 19701 Jackie Lane and 19717 Jackie Lane (PID 01-119-23-22-0024 and 01-119-23-22-0021) (city file no. 21-038).** *The final plat adjusts the lot line between two existing parcels and was approved by the City Council on August 26th.*

**City of Corcoran
2021 City Council Schedule**

Agenda Item 13.

October 14, 2021 – Charter Commission meeting at 5:30 (tentative)

- 2022 Capital Improvement Plan – Order Equipment
- Firearm ordinance update (shooting range, etc.)
- 2021 Action Steps Update
- Assessment Hearings – Appaloosa Woods/Corcoran Trail East & West
- Recycling Proposal Review
- Phone System Proposal
- Planning Commissioner Appointment Process

October 28, 2021 Work Session (tentative)

- Water Supply Planning

October 28, 2021

- Active Corcoran Planning Applications
- 2021 Financial Performance Report
- Amberly/Bellwether Final Plat and Final PUD Plan
- Planning Commission Appointment
- 2022 Employee Benefits
- Zoning Amendment for Assembly Uses
- Construction Hours Update (definition?)
- Non-conforming lot update

November 10, 2021 (Wednesday)

- Public Hearing – Delinquent Fees
- City Park Master Plan Update

November 22, 2021 (Monday)

- Active Corcoran Planning Applications
- Financial Performance Report
- City Administrator Performance Evaluation Distribution
- Active Corcoran Planning Applications

December 9, 2021 Work Session – 5:30 pm (not scheduled)

- Tabletop Emergency Exercise

December 9, 2021

- Public Hearing – 2022 Proposed Budget and Property Tax Levy
- 2022 Full-time, Part-time, and Seasonal Wage Schedule

- 2022 General Fund Budget and Property Tax Levy
- 2022 Fee Schedule
- 2022 Water and Sanitary Sewer Budget
- 2022 Goal Setting Date
- Tort Liability Waiver

December 22, 2021 (Wednesday)

- Active Corcoran Planning Applications
- Financial Performance Report
- 2021 Year in Review
- Closed Session – City Administrator Performance Evaluation
- Active Corcoran Planning Applications
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