



CITY OF CORCORAN  
Corcoran City Council Agenda  
October 28, 2021 - 7:00pm

**HYBRID MEETING OPTION AVAILABLE**

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

**Meeting Via Telephone/Other Electronic Means**

**Call-in Instructions:**

+1 312 626 6799 US

**Enter Meeting ID: 842 4739 3511**

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

**Video Link and Instructions:**

<https://us02web.zoom.us/j/84247393511>

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

**Meeting ID: 842 4739 3511**

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

For more information on options to provide public comment visit:

[www.corcoranmn.gov](http://www.corcoranmn.gov)

1. Call to Order / Roll Call
2. Pledge of Allegiance
3. Agenda Approval
4. Commission Representatives\*
5. Open Forum – **Public Comment Opportunity**
6. Presentations/Recognitions
7. Consent Agenda
  - a. Draft Minutes of October 14, 2021 Council Meeting\*
  - b. Financial Claims\*
  - c. Special Revenue Fund Creation ARPA Funds\*
  - d. Hennepin County Youth Sports Grant Application\*
  - e. Test Well #2 – Approve Design and Bidding\*
  - f. Northeast Water Supply – Geotechnical Services\*
  - g. Table PUD Amendment Request – Tavera\*
8. Assessment Hearing Continuation
  - a. Corcoran Trail East/West Improvements Project\*
9. Planning Business – **Public Comment Opportunity**
  - a. Final Plat and Final Planned Unit Development (PUD) Plan for “Amberly 1<sup>st</sup> Addition” and “Bellwether 6<sup>th</sup> Addition”\*
  - b. Zoning Amendment for Assembly Uses\*
  - c. Construction Hours Update\*
10. Unfinished Business – **Public Comment Opportunity**
  - a. Planning Commission Appointment\*
11. New Business – **Public Comment Opportunity**
  - a. Compensation Structure Amendment Proposal\*
  - b. 2022 Benefits Summary\*
  - c. Schedule Work Session – Urban Conservation Ordinance\*
  - d. City Administrator Recruitment Process\*
12. Staff Reports
  - a. Active Corcoran Planning Applications\*
  - b. 2021 Financial Performance Report\*
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](http://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.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Brad Martens
<b>Topic:</b> Commission Representatives	<b>Action Required:</b> None – Informational

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### Summary:

The advisory commission representatives for the October 28<sup>h</sup> Council meeting are as follows:

- Planning Commission: Meredith Wu
- Parks and Trails Commission: Tom Anderson

### Financial/Budget:

N/A

### Council Action:

N/A

### Attachments:

N/A



CITY OF CORCORAN  
**City Council Meeting Minutes**  
**October 14, 2021 - 7:00 pm**

The Corcoran City Council met on October 14, 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. Councilmember Bottema arrived at 7:05 pm.

City Administrator Martens, Administrative Services Director Beise, Public Works Director Mattson, and Director of Public Works Gottschalk were present.

**1. Call to Order/Roll Call**

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

**2. Pledge of Allegiance**

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

**3. Agenda Approval**

City Administrator Martens reviewed public comment opportunities during the meeting, adding the public comment opportunity within Unfinished Business will occur after the assessment hearings on items 9a., and 9b. City Administrator Martens noted the length of each public comment will be limited to 5-minutes per participant, with Council discretion for participants exceeding the 5-minute length limit.

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

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

**4. Commission Representatives**

Mayor McKee noted Planning Commissioner Jacobs was present and Parks and Trails Commissioner Christenson was present via electronic means. Mayor McKee invited Commissioners Jacobs and Christenson to speak on relevant agenda items.

**5. 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 comment cards were received by staff and no residents participated in the Open Forum.

**6. Presentations/Recognitions**

**7. Consent Agenda**

- a. Draft Minutes of September 23, 2021 Council Work Session
- b. Draft Minutes of September 23, 2021 Council Meeting
- c. Financial Claims
- d. Third Amendment to Contract for Water Service
- e. Hennepin County Youth Sports Grant Application
- f. Table and Application Extension – Garages Too  
Rezoning, Variance, Conditional Use Permit, Site Plan, Preliminary Plat
- g. Solid Waste Ordinance Amendment
- h. 66<sup>th</sup> Ave/Gleason Parkway Corridor Improvements – Pay Request 2
- i. City Hall Remodel – Pay Request #8

**MOTION:** made by Schultz, seconded by Vehrenkamp to approve consent agenda as presented.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

**8. Planning Business (Public Comment Opportunity)**

Mayor McKee invited residents to participate in person and telephonically to comment for Planning Business items on the agenda. City Administrator Martens noted public comment opportunity for item 8a. Administrative Services Director Beise explained the instructions to participate in the public comment opportunity 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. PUD Amendment for Tavera

City Planner Lindahl outlined the previous Council action regarding the final PUD plan for Tavera 1<sup>st</sup> Addition. City Planner Lindahl reviewed the approved grading plan, and non-compliance by developer regarding current stockpile dimensions exceeding 40,000 cy/20 feet high within the 1<sup>st</sup> Addition. City Planner Lindahl reviewed the single, approved stockpile location and the recent request by developer for an additional three stockpile locations reaching 38,000 cy/20 feet high.

Councilor Bottema arrived at 7:05pm and noted absence of his vote in the consent agenda approval and indicated he would have requested further discussion of one specific consent agenda item.

Councilor Bottema asked that his statement be included within the Minutes record.

Council and staff continued with discussion of non-compliance of grading stockpile locations within the Tavera 1<sup>st</sup> Addition, accountability, record of Lennar non-compliance with other situations within development progress, and non-enforcement by Council with past situations. Council noted complaints by residents, lack of trust, lots not being cleaned up, sod not installed on time, tree replacement in park, sidewalk failures, architectural standard failures, amendments to PUD agreement within 4 months of initial agreement, TLAC fee requests, homesites disallowed in wetland area review, lack of inconsistent expectations, and lack of satisfaction in meeting existing agreements by developer. Council discussed developer plan to utilize the dirt stockpiles in Phase 4 and the possibility to request developer to expedite Phase 4 grading to deplete unapproved stockpiles versus requiring developer to move stockpiles. Council discussed restricting building permits until Phase 4 grading is completed. Public Works Director Mattson noted grading permitting has not been approved for Phase 4 and moving dirt to Phase 4 may create unique drainage complexities to the north of the parcel, noting estimated permitting would not occur until spring 2022.

Paul Tabone, Lennar Representative, presented Council with a letter regarding a grading plan amendment, opined on current stockpile situation, noting Council frustration, requests by Lennar for grading flexibility within developments, clay soil unpredictability, identification of problem, noting April 8 Council meeting and discussion of grading process and possible grading issues. Mr. Tabone noted desire by Lennar to present a beautiful development community. Council expressed dissatisfaction with Lennar's historical response to neighboring property issues in the past Ravinia development in Corcoran. Council and Mr. Tabone discussed when dirt overage was apparent, noting mid-September when the over-abundance of dirt was realized. Mr. Tabone noted the request for grading flexibility was processed as early as possible. Council and staff reviewed options for overage and relocation of stockpiles, process going forward regarding Tavera building permits, and presentation of an amended plan for Council discussion at the October 28 Council meeting. Council and staff noted the importance of future plan amendments presented to staff prior to work being completed on the development.

**MOTION:** made by McKee, seconded by Nichols to table item 8a., to the October 28 Council meeting, and direct staff to withhold all building and grading permits until amended plan and resolution is approved.

Voting Aye: McKee, Bottema, Nichols, Schultz, and Vehrenkamp

(Motion carried 5:0)

**9. Unfinished Business (Public Comment Opportunity)**

Mayor McKee noted residents are invited to participate in person and telephonically with comments received after Unfinished Business Assessment Hearing items 9a., and 9b.

a. Assessment Hearing – Corcoran Trail East/West Improvements Project

City Administrator Martens reviewed Council action and meetings to date for the improvement project on Corcoran Trail East and West. City Administrator Martens outlined project financing of \$590,438, City contribution of \$414,038, and special assessments of \$176,400. City Administrator Martens noted benefit range for property owners within project, valuation, and overlay credit benefit for applicable properties.

Mayor McKee opened Assessment Hearing for Corcoran Trail East/West. 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. Administrative Services Director Beise noted any residents disagreeing with the assessment should object at this time to Council, and then appeal the assessment in District Court.

Carol and Ron Eastbourne, 7760 Corcoran Trail East, objects to assessment, the process for the assessment, and opined on assessing all properties equally within assessments. Mrs. Eastbourne noted there is a drainage issue on their property that flows from all properties within the Corcoran Trail East/West.

Brian Toussaint, 7720 Corcoran Trail East, and 7815 Corcoran Trail West, opposes unequal assessment to properties, noting issue on 7815 Corcoran Trail West property with placement of septic system and well with no option for building a primary residence without City sewer and water. Mr. Toussaint noted issue in not allowing early payment of assessment. City Administrator Martens noted property owners will have the option to pay the full assessment amount prior to November 15 of each year. Administrative Services Director Beise clarified interest would be removed for future years on the year payment is made if payment is made prior to November 15 of the year. Staff noted the tax statement is the annual reminder for the special assessment. Mr. Toussaint noted objection to assessment and opined all property owners utilize the road and assessment should be equal for all properties accessing Corcoran Trail. Mr. Toussaint noted objection to assessment and wished to continue to the appeals process.

Pat Gorman, 7770 Corcoran Trail East, objects with assessment, questioned the benefit range, and objects to the unequal assessment of properties and would like option to continue to the appeals process.

City Administrator Martens noted Council may continue assessment hearing at a subsequent Council meeting with amendments to the resolution. Council discussed a deferred assessment for vacant properties, or deferment until a building permit is issued for a primary dwelling on a vacant property. Council discussed funding options for deferred assessments on vacant properties and impacts to budget. City Administrator Martens noted deferred assessments would incur additional staff costs to track the deferred assessment. Council and staff reviewed benefit values to properties with degraded asphalt, appraisal benefits, and City policy on assessments. Council reviewed assessment policy structure regarding higher and lower value homes, and gravel versus paved value differences relating to benefit ranges. Council noted the City is covering 70 percent of the cost on the Corcoran Trail East/West improvement project to make it as fair and equitable as possible for property owners. Council reviewed the option for property owners to spread out the assessment over 10 years. Public Works Director Mattson reviewed the reclamation process for grounding up gravel and bituminous on the road, noting the high quality of the road when it was originally constructed 30 years ago. Mr. Eastbourne stated with the reclamation of base on the paved portion creates a stronger base foundation, and opined with a more substantial base foundation on the paved portion, and extra drainage work on the west end, a higher value on the west end is created versus on the east end of the road.

City Administrator Martens noted amending the resolution language to reflect discussed changes, and continuing assessment hearing to the October 28 Council meeting.

**MOTION:** by Schultz, seconded by Bottema to continue the assessment hearing to the October 28 Council meeting, and requested staff to amend the resolution language to include deferred assessments on vacant properties at the sale of the property, including when a building permit is issued for construction of a primary dwelling on a vacant property, and clarifying interest cap on deferred assessments after a specific number of years, dependent upon the improvement project.

Voting Aye: McKee, Bottema, Nichols, Schultz, and Vehrenkamp  
(Motion carried 5:0)

Council and staff discussed interest on the deferred assessment, and how interest is accrued on deferred assessment, and including capped interest on deferred assessments.

Administrative Services Beise clarified residents wishing to appeal the assessment would need to wait until the assessment hearing closes at the October 28 meeting, and noted 30 days to appeal the assessment, with all appeals submitted to Administrative Services Director Beise or Mayor McKee within 30 days following the October 28 Council meeting to formally appeal to District Court.

b. Assessment Hearing – Appaloosa Woods Street Improvement Project

City Administrator Martens reviewed Council action and meetings to date for the improvement project on the Appaloosa Woods Street Improvement project. City Administrator Martens reviewed the project financing and special assessments of \$148,791, the appraised benefit range of existing gravel to new pavement assessments, and existing pavement to new pavement assessments, noting the lower assessment cost savings of \$50,000 reflected in the final assessment totals.

Mayor McKee opened the Assessment Hearing for Appaloosa Woods Street Improvement Project. 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.

Abraham Gadalla, 19125 81<sup>st</sup> Lane North, Corcoran, noted the increased number of trucks travelling on the road in front of his home, and objects to road improvement assessment, the value benefit of property, absence of sidewalks, and details of the assessment costs. Mr. Gadalla opined the improvement project is a minor improvement without sidewalks and will make the neighborhood more dangerous for those walking on the side of the road. Mr. Gadalla objects to the assessment and does not see benefit in the road improvement and believes additional road repairs will be necessary prior to the 10-year payment assessment completion and questioned how future road repairs costs will be handled by City.

Dean Jacobs, 24015 Duffney Circle, opined on assessment projects regarding improvement of roads and including curb and gutter as a positive benefit value from road improvement versus homes on existing gravel or non-paved roads. Mr. Jacobs noted the difficulty of an appeals property tax assessment process, details associated with the process, and burden of proof.

Abraham Gadalla, 19125 81<sup>st</sup> Lane North, Corcoran, added the amount benefit is not justified.

**MOTION:** made by McKee, seconded by Schultz to close the Assessment Hearing.

Voting Aye: McKee, Bottema, Nichols, Schultz, and Vehrenkamp  
(Motion carried 5:0)

City Administrator Martens reviewed the scope of the project and noted enhancing the road to include sidewalk would have required acquisition of property and would have raised the project cost significantly. City Administrator Martens noted the due date for payment deadline is 30 days from adopted resolution. City Administrator Martens reviewed the assessment policy, open communication with residents within the neighborhood, the appraisal report inclusion within the feasibility study, and noted the City is always striving to communicate more clearly with residents. Council and staff noted public safety action with overweight vehicles on City roads, city maintenance for potholes, sealcoat maintenance, and noted a 20-year maintenance schedule on the road.

**MOTION:** made by Bottema, seconded by Schultz to approve Resolution 2021-118 Assessment Role as presented.

Voting Aye: McKee, Bottema, Nichols, Schultz, and Vehrenkamp  
(Motion carried 5:0)

Council thanked residents for their input.

c. Recycling Proposal Review

Administrative Services Director Beise reviewed the expiring and current recycling contract expiring at the end of the year. Administrative Services Director Beise reviewed the RFP results, noting of 10 participating companies, only Randy's Environmental Services responded with an estimated service

fee of \$4.50 per household per month, with 3-year City contract. Administrative Services Director Beise noted Debra Gatz from Randy's Environmental Services, was available for questions. Council discussed contract periods, and options for additional companies to participate in the RFP process. Council reviewed recycling as an unfunded mandate for cities but required by Hennepin County and is a tax by Hennepin County that is passed onto citizens. Council noted subsidy of State recycling funds through Hennepin County to implement City recycling programs. City Administrator Martens noted a majority of citizens recycle, and Randy's Environmental Services was the only company to exercise effort in completing the proposal process.

**MOTION:** made by Schultz, seconded by Vehrenkamp to execute contract with Randy's Environmental Services as presented.

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp  
(Motion carried 4:1)

Nay: Bottema

d. Planning Commission Appointment Process

City Administrator Martens noted three Planning Commission applications were submitted for the Planning Commission to date. Council discussed procedures for future appointments to Commissions. Council noted including all Councilmembers in the appointment process by rotating Councilmembers in future review of applications for Commissions. Council noted inclusion of Commission Chairs for review of applications for future open seats on Commissions. Council discussed a subcommittee bringing forth qualified applications, and possibility of a quorum if more than two Councilmembers were present within the subcommittee. Council discussed Mayor, Chair Commissioner, and a rotation of Councilmembers for the third subcommittee seat. Council debated utilizing Council liaisons as representative in the subcommittee.

**MOTION:** made by Schultz, seconded by Bottema to approve establishment of a subcommittee to include the Mayor, Commission Chair, with third seat rotation of the remaining 4 Councilmembers to review and select qualified applicants to present to Council for future vacant commission seat appointments, noting the rotating Councilmember seat will not be tied to Council liaison with respective commissions.

Voting Aye: McKee, Bottema, Schultz, and Vehrenkamp  
(Motion carried 4:1)

Nay: Nichols

City Administrator Martens clarified Mayor McKee and Councilmember Nichols will form the first subcommittee in the application review process for the vacant Planning Commission seat.

**10. New Business (Public Comment Opportunity)**

Mayor McKee invited residents to participate in person and telephonically to comment on New Business item 10a. 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.

Dean Jacobs, 20415 Duffney Circle, requested information if equipment sale is open to the general public, and questioned how equipment costs and resale of equipment is calculated.

a. 2022 Capital Improvement Plan Pre-Orders

City Administrator Martens noted sale of equipment is routinely listed on League of Minnesota Cities website for public purchase. Public Works Director Mattson noted conservative costs on equipment for resale items. City Administrator Martens noted the City approves a two-year capital improvement plan on even years, and reviewed current equipment pre-order requests of \$987,000 through February 2022. Council discussed options for bidding and estimates on various brands of equipment and equivalent manufacturers. Public Works Director Mattson noted service, parts, and numerous other criteria are reviewed when negotiating equipment purchases throughout the year. Director of Public Safety Gottschalk noted the disparity in obtaining fleet vehicles due to the pandemic and automotive industry disruptions and availability. Council and staff discussed different pricing on squad cars, referencing light bars, transfer of equipment, and vehicle expenses. Council and staff discussed tractor fleet and attachments flexibility, trailers, and seasonal workers. Council discussed cost and usable life of equipment versus bond length. Staff discussed front end plows, a backup dump truck, and versatility of equipment for multiple seasons, and rebuilding of equipment when value of equipment is stable.



**MOTION:** made by McKee, seconded by Vehrenkamp to authorize staff to pre-order 2022 Capital Improvement Purchases as presented.

Voting Aye: McKee, Bottema, Nichols, Schultz, and Vehrenkamp

(Motion carried 5:0)

**11. Staff Reports**

a. 2021 Action Steps Update; report received.

Council and staff reviewed the County Road trail corridor feasibility study, noting lack of funding by Hennepin County halted progress for trail corridor study. Council and staff discussed City responsibility in preparing for costs associated with the trail corridor. Council and staff discussed the trails are along County Roads and should be joint expenses, and joint discussion with Hennepin County. Council and staff noted applying for assistance in 2022 with Hennepin County. Council discussed coordinating with Three Rivers Park to accomplish trail system corridors within Corcoran, noting Parks and Trails Commission should be utilized in affirmation of trails. City Administrator Martens noted the feasibility study would identify costs for City and Hennepin County regarding trail corridor along County Roads. City Administrator Martens noted community input and support of additional trails in Corcoran. City Administrator Martens noted park dedication fees from the Tavera neighborhood are substantial. Council discussed options for approval of PUD and CUP permit processes noting the process is continual and ongoing.

**12. 2021 City Council Schedule**

**13. Adjournment**

Mayor McKee noted the upcoming Council schedule.

**MOTION:** made by Schultz, seconded by Bottema to adjourn.

Voting Aye: McKee, Bottema, Nichols, Schultz, and Vehrenkamp

(Motion carried 5:0)

Meeting adjourned at 10:13pm.

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Michelle Friedrich – Deputy Clerk

**FINANCIAL CLAIMS**

**CHECK RANGE**

Agenda Item:

7b.

**Paid to**

SEE THE REGISTER FOR #500 CLAIMS

**Agenda Item 7b.**  
**Council Meeting Date:** 10/28/2021  
**Prepared By:** Maggie Ung

**FUND #500 ESCROW CLAIMS**

**Amount                      Project name**

**Total**

\$0.00

**Total Fund #500 =**

\$

-

(See attached Payments Detail)

Agenda Item:

7b.

**ALL OTHER FINANCIAL CLAIMS**

\$

250,897.29

(See attached Check Detail Register)

**Total Checks**

\$

**250,897.29**

**Total of Auto Deductions**

\$

**26,291.66**

**TOTAL EXPENDITURES FOR APPROVAL**

\$

**277,188.95**

**Auto Deductions / Electronic Fund Transfer / Other Disbursements**

Date

Paid to

Amount

10/18/2021	MN PERA	\$	16,113.14	Pension Plan
10/18/2021	POSTALIA	\$	400.00	Postage
10/18/2021	MN Dept of Revenue	\$	62.13	Fuel Tax
10/20/2021	Optum	\$	3,859.43	Employee HSA
10/20/2021	State of MN	\$	4,252.51	Deferred Compensation and Healthcare Savings Pl
10/7/2021	Hennepin County	\$	46.00	Food License
10/11/2021	Zoom	\$	16.11	Zoom for Council Worksession
10/11/2021	Zoom	\$	69.88	Zoom for Council Meetings
10/12/2021	Fleetio.Com	\$	30.00	PD Software
10/13/2021	Sensible Land Use Coal	\$	20.00	Planner Training
10/15/2021	Fleet Farm	\$	389.98	PW Supplies
10/18/2021	Versatile Vehicles Inc	\$	34.67	PD Keyswitch
10/18/2021	Runnings Of Monticello	\$	199.99	PW Winter Work Gear
10/20/2021	Wal-Mart Super Center	\$	22.82	PD Supplies
10/20/2021	Mn Recreation And Park	\$	55.00	Parks Training
10/20/2021	U Of M	\$	720.00	Building Official Training
<b>Total</b>		\$	<u>26,291.66</u>	

CITY OF CORCORAN

**\*Check Detail Register©**

October 2021

Check Amt Invoice Comment

**10100 Farmers State Bank**

Paid Chk# 031323	10/28/2021	<b>ACME TOOLS</b>			
E 100-43100-210	Operating Supplies (GENERAL)		\$155.00	9246388	PW DEWALT DRILL
		<b>Total ACME TOOLS</b>	\$155.00		

Paid Chk# 031325	10/28/2021	<b>AMAZON CAPITAL SERVICES</b>			
E 100-42100-223	Building Repair Supplies		\$78.12	19KM-MWVC-	TOWEL HOLDER
E 100-42100-210	Operating Supplies (GENERAL)		\$99.70	1KRC-LPRL-6	SORTER
E 100-41941-210	Operating Supplies (GENERAL)		\$28.78	1QGM-K4GX-F	BINDER CLIPS
E 100-42100-200	Office Supplies (GENERAL)		\$99.70	1Y41-MWHV-9	PD SUPPLIES
E 100-41941-210	Operating Supplies (GENERAL)		\$119.18	1YTP9-T7DP-6	WHITEBOARD
		<b>Total AMAZON CAPITAL SERVICES</b>	\$425.48		

Paid Chk# 031326	10/28/2021	<b>BEAUDRY OIL COMPANY</b>			
E 100-42100-212	Motor Fuels		\$1,570.25		SQUAD FUEL
E 100-43100-212	Motor Fuels		\$0.00		GASOLINE
E 100-41920-210	Operating Supplies (GENERAL)		\$0.00		GASOLINE
E 100-43100-212	Motor Fuels		\$1,907.58		DIESEL
		<b>Total BEAUDRY OIL COMPANY</b>	\$3,477.83		

Paid Chk# 031327	10/28/2021	<b>BIFFS INC.</b>			
E 100-45200-210	Operating Supplies (GENERAL)		\$174.00	W836147	RENTAL PORTER
E 100-45200-210	Operating Supplies (GENERAL)		\$76.50	W836148	RENTAL PORTER
E 100-45200-210	Operating Supplies (GENERAL)		\$250.50	W836149	RENTAL PORTER
E 100-45200-210	Operating Supplies (GENERAL)		\$24.60	W836150	RENTAL PORTER
E 100-45200-210	Operating Supplies (GENERAL)		\$174.00	W836151	RENTAL PORTER
		<b>Total BIFFS INC.</b>	\$699.60		

Paid Chk# 031328	10/28/2021	<b>CENTERPOINT ENERGY HOUSTON</b>			
E 100-41941-380	Utility & Services (GENERAL)		\$15.00		NATURAL GAS
E 100-43100-380	Utility & Services (GENERAL)		\$22.49		NATURAL GAS-9100
		<b>Total CENTERPOINT ENERGY HOUSTON</b>	\$37.49		

Paid Chk# 031329	10/28/2021	<b>CENTRAL SQUARE TECHNOLOGIES</b>			
E 100-41951-207	Computer Supplies		\$15,300.02	332702	PD LETG ANNUAL SUBSCRIPTION
		<b>Total CENTRAL SQUARE TECHNOLOGIES</b>	\$15,300.02		

Paid Chk# 031330	10/28/2021	<b>CENTURY LINK</b>			
E 100-45200-321	Telephone		\$0.00		LAND LINE 763-420-4061
E 100-43100-321	Telephone		\$144.29	092821	LAND LINE/FIRE MONITORING-9100
		<b>Total CENTURY LINK</b>	\$144.29		

Paid Chk# 031331	10/28/2021	<b>CINTAS - 470</b>			
E 100-41941-210	Operating Supplies (GENERAL)		\$0.00		CITY HALL
E 100-42100-223	Building Repair Supplies		\$0.00		FLOOR MATS - POLICE
E 100-43100-210	Operating Supplies (GENERAL)		\$0.00		PUBLIC WORKS
E 100-41941-210	Operating Supplies (GENERAL)		\$0.00		CITY HALL - RUGS
E 100-41941-210	Operating Supplies (GENERAL)		\$0.00		CITY HALL

CITY OF CORCORAN

10/22/21 9:20 AM

Page 2

**\*Check Detail Register©**

October 2021

		Check Amt	Invoice	Comment
E 100-42100-223	Building Repair Supplies	\$0.00		FLOOR MATS - POLICE
E 100-43100-210	Operating Supplies (GENERAL)	\$0.00		PUBLIC WORKS
E 100-41941-210	Operating Supplies (GENERAL)	\$0.00		CITY HALL - RUGS
E 100-43100-417	Uniforms	\$0.00		UNIFORMS
E 100-43100-417	Uniforms	\$0.00		UNIFORMS
E 100-43100-210	Operating Supplies (GENERAL)	\$0.00		TOWELS
E 100-43100-417	Uniforms	\$164.01	4095944195	UNIFORMS
E 100-43100-417	Uniforms	\$164.01	4096557148	UNIFORMS
<b>Total CINTAS - 470</b>		<b>\$328.02</b>		
<hr/>				
Paid Chk# 031332	10/28/2021	<b>CIRCLE K FLEET</b>		
E 100-42100-212	Motor Fuels	\$135.86	74884393	PD FUEL PURCHASE
<b>Total CIRCLE K FLEET</b>		<b>\$135.86</b>		
<hr/>				
Paid Chk# 031333	10/28/2021	<b>COMPUTER INTEGRATION TECH</b>		
E 100-41951-207	Computer Supplies	\$1,994.00	122714	SONICWALL TZ400
E 100-41951-207	Computer Supplies	\$623.00	122813	YEALINK TEAMS PHONE
E 100-41951-300	Professional Srvs (GENERAL)	\$114.00	316107	NETWORK SERVICE
E 100-41951-207	Computer Supplies	\$880.00	316507	OFFICE PRODUCT AGREEMENT
E 100-41951-300	Professional Srvs (GENERAL)	\$595.00	316740	MANAGED BACKUP
E 100-41951-300	Professional Srvs (GENERAL)	\$4,215.00	317097	MANAGED SERVICES
<b>Total COMPUTER INTEGRATION TECH</b>		<b>\$8,421.00</b>		
<hr/>				
Paid Chk# 031335	10/28/2021	<b>DELTA DENTAL</b>		
E 100-41400-131	Employer Paid Health	\$225.75	CNS00008099	DENTAL INSURANCE
E 100-42100-131	Employer Paid Health	\$122.80	CNS00008099	DENTAL INSURANCE
E 100-42102-131	Employer Paid Health	\$101.35	CNS00008099	DENTAL INSURANCE
E 100-43100-131	Employer Paid Health	\$156.70	CNS00008099	DENTAL INSURANCE
G 100-20205	Reimbursements	\$63.00	CNS00008099	DENTAL INSURANCE - HAMILTON
E 100-41300-131	Employer Paid Health	\$30.70	CNS00008099	DENTAL INSURANCE
E 100-45200-131	Employer Paid Health	\$30.70	CNS00008099	DENTAL INSURANCE
<b>Total DELTA DENTAL</b>		<b>\$731.00</b>		
<hr/>				
Paid Chk# 031336	10/28/2021	<b>ECM PUBLISHERS INC</b>		
E 428-43100-352	General Notices and Pub Info	\$125.35	857247	APPALOOSA WOOD ASSESSMENT
E 429-43100-352	General Notices and Pub Info	\$125.35	857248	TRAIL EAST ASSESSMENT
<b>Total ECM PUBLISHERS INC</b>		<b>\$250.70</b>		
<hr/>				
Paid Chk# 031338	10/28/2021	<b>FERGUSON WATERWORKS</b>		
E 601-49400-215	Water Meters	\$133.51	0484353	WATER METERS
E 601-49400-215	Water Meters	\$156.49	0484726	WATER METERS
<b>Total FERGUSON WATERWORKS</b>		<b>\$290.00</b>		
<hr/>				
Paid Chk# 031339	10/28/2021	<b>FIGGINS, DAWN</b>		
R 100-42400-32210	Bldg/Plan Review Fees	\$15.00	21650002	OVERPAYMENT REFUND 2021-00853; 23872
<b>Total FIGGINS, DAWN</b>		<b>\$15.00</b>		
<hr/>				
Paid Chk# 031340	10/28/2021	<b>GREAT NORTHERN WINDOW CLEANERS</b>		
E 100-41941-300	Professional Srvs (GENERAL)	\$299.80	891	WINDOW CLEANING

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<b>II GREAT NORTHERN WINDOW CLEANERS</b>					
Paid Chk# 031341 10/28/2021 GREGORY, ERIC					
E 100-43100-417	Uniforms		\$389.98	7597	WINTER WORK GEAR REIMBURSEMENT
<b>Total GREGORY, ERIC</b>			<b>\$389.98</b>		
<b>Paid Chk# 031343 10/28/2021 HENNEPIN COUNTY INFO TECH</b>					
E 100-42100-323	Radio Units		\$1,416.73	1000172331	PD RADIO FEE AND LEASE
E 100-43100-210	Operating Supplies (GENERAL)		\$220.95	1000172398	Hennepin Co Radio Lease
<b>Total HENNEPIN COUNTY INFO TECH</b>			<b>\$1,637.68</b>		
<b>Paid Chk# 031344 10/28/2021 INTEGRATED PROTECTION SYSTEMS</b>					
E 400-41941-520	Buildings and Structures		\$2,751.70	76204	PROGRESS PYMNT 4 CITY HALL SECURITY
<b>Total INTEGRATED PROTECTION SYSTEMS</b>			<b>\$2,751.70</b>		
<b>Paid Chk# 031345 10/28/2021 LAKE COUNTRY CARPENTRY LLC</b>					
R 100-42400-32210	Bldg/Plan Review Fees		\$15.25	17562	2021-00848; 19299 102ND PLACE
<b>Total LAKE COUNTRY CARPENTRY LLC</b>			<b>\$15.25</b>		
<b>Paid Chk# 031346 10/28/2021 LANDFORM</b>					
G 500-20430	Bass Lk Cross FP, FPUD, 17-022		\$26.25	32159	BASS LAKE CROSSING FP FPUD AND DA 17-022
G 500-20442	Bass Lake Est. FP, PUD 17-036		\$168.25	32159	BASS LAKE ESTATES FP AND FINAL PUD 17-036
G 500-20436	Pulte Encore - PUD Skch 17-029		\$26.25	32160	ENCORE FINAL PUD AND FP 18-027
G 500-20482	Nelson Sketch Plan 19-023		\$71.00	32161	NELSON TRUCKING CUP, SP, VAR 20-022
G 500-20488	Rush Creek Reserve		\$142.00	32161	RUSH CREEK RESERVE 20-030
G 500-20469	Rav 11-13 18-040, 19-002 & 012		\$140.50	32161	RAVINIA 15TH FP/PUD AMEND AND FINAL PUD 20-033
G 500-20471	St. Therese Sketch Plan 19-006		\$142.00	32161	ST THERESE
G 500-20332	Lennar Tavera Development		\$35.50	32161	TAVERA FP AND FPUD 20-042
G 500-20227	D&D Service CUP SP VAR 21-012		\$722.50	32162	D&D SERVICE CUP AND SP 21-012
G 500-20228	Garages RZ, VAR, SP/CUP 21-016		\$1,892.25	32162	GARAGES RZ 21-016
E 100-41910-300	Professional Srvs (GENERAL)		\$71.00	32162	ZONING & LAND USE MAP UPDATE 21-020
G 500-20221	Franzen Minor Subd #20-049		\$568.00	32162	FRANZEN FINAL PLAT 21-021
E 100-41910-300	Professional Srvs (GENERAL)		\$35.50	32162	MAGNAN DEV APPEAL 21-024
G 500-20490	Cook Lake - Schommer		\$35.50	32162	COOK LAKE HIGHLANDS 21-028
G 500-20361	Bechtold Farm		\$509.50	32162	BECHTOLD FARM 21-030
E 100-41910-300	Professional Srvs (GENERAL)		\$316.00	32162	NUISANCE ORDINANCE UPDATE 20-032
G 500-20201	Building Permits Payable		\$1,073.00	32162	KARINIEMI ROEHLKE SKETCH 20-033
E 100-41910-300	Professional Srvs (GENERAL)		\$284.00	32162	ZONING AMENDMENT FOR ASSEMBLY USES 21-034
G 500-20332	Lennar Tavera Development		\$1,595.00	32162	TAVERA 2ND ADD FP AND FPUD 21-036
G 500-20436	Pulte Encore - PUD Skch 17-029		\$1,633.00	32162	AMBERLEY & BELLWETHER 6TH FP AND FPUD 21-037
G 500-20471	St. Therese Sketch Plan 19-006		\$248.50	32162	ST THERESE PP SP CUP 21-042
G 500-20332	Lennar Tavera Development		\$71.00	32162	TAVERA PUD AMEND 21-043
E 100-41910-300	Professional Srvs (GENERAL)		\$4,615.00	32162	CITY BUSINESS
E 100-41920-300	Professional Srvs (GENERAL)		\$4,158.00	32162	CODE ENFORCEMENT
E 100-41910-300	Professional Srvs (GENERAL)		\$200.00	32162	CITY MEETINGS
E 100-41910-300	Professional Srvs (GENERAL)		(\$203.75)	32162	OVERPAYMENT CREDIT
<b>Total LANDFORM</b>			<b>\$18,575.75</b>		

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<b>Paid Chk# 031347 10/28/2021 LEGACY RESTORATION</b>					
R 100-42400-32210	Bldg/Plan Review Fees		\$66.00	21759002	2021-00903; 22735 STREHLER ROAD
<b>Total LEGACY RESTORATION</b>			\$66.00		
<b>Paid Chk# 031348 10/28/2021 LORETTO FIRE DEPARTMENT</b>					
E 100-42200-300	Professional Svcs (GENERAL)		\$45,295.98	2-2315	4TH QTR 2021 FIRE PROTECTION
<b>Total LORETTO FIRE DEPARTMENT</b>			\$45,295.98		
<b>Paid Chk# 031349 10/28/2021 MAPLE GROVE, CITY OF</b>					
E 601-49400-310	Other Professional Services		\$180.38	09082021	WATER USAGE 3RD QTR
<b>Total MAPLE GROVE, CITY OF</b>			\$180.38		
<b>Paid Chk# 031350 10/28/2021 MARTIN MARIETTA AGGREGATES</b>					
E 100-43100-232	Gravel		\$937.84	33516643	CLASS 2 ST CLOUD QUARRY
<b>Total MARTIN MARIETTA AGGREGATES</b>			\$937.84		
<b>Paid Chk# 031351 10/28/2021 MENARDS BUFFALO</b>					
E 100-45200-210	Operating Supplies (GENERAL)		\$5.98	48151	PEST BLOCK PARKS
E 100-41941-210	Operating Supplies (GENERAL)		\$42.91	48151	CITY HALL VEHICLE MAINTENANCE
<b>Total MENARDS BUFFALO</b>			\$48.89		
<b>Paid Chk# 031352 10/28/2021 MENARDS MAPLE GROVE</b>					
E 100-41941-210	Operating Supplies (GENERAL)		\$47.31	89295	ASPECT COLLAGE
E 100-45200-210	Operating Supplies (GENERAL)		\$442.23	89307	GRACO MAGNUM
E 100-45200-210	Operating Supplies (GENERAL)		\$87.98	89429	COILG30
E 100-43100-210	Operating Supplies (GENERAL)		\$36.21	89799	PW SUPPLIES
E 100-43100-210	Operating Supplies (GENERAL)		\$18.06	89802	PW SUPPLIES
<b>Total MENARDS MAPLE GROVE</b>			\$631.79		
<b>Paid Chk# 031353 10/28/2021 METRO SALES INC</b>					
E 100-41941-200	Office Supplies (GENERAL)		\$96.00	INV1908780	STAPLE REFILL
<b>Total METRO SALES INC</b>			\$96.00		
<b>Paid Chk# 031354 10/28/2021 METRO WEST INSPECTION SERVICES</b>					
E 100-42400-300	Professional Svcs (GENERAL)		\$45,923.56	3026	FINALED INPECTIONS 09/2021
<b>otal METRO WEST INSPECTION SERVICES</b>			\$45,923.56		
<b>Paid Chk# 031355 10/28/2021 METROPOLITAN COUNCIL ENVIRO</b>					
E 602-49450-312	MCES Sewage Treatment		\$6,213.01	0001130540	MATERIAL TREATMENT
<b>Total METROPOLITAN COUNCIL ENVIRO</b>			\$6,213.01		
<b>Paid Chk# 031356 10/28/2021 MINNESOTA EQUIPMENT</b>					
E 100-45200-210	Operating Supplies (GENERAL)		\$94.40	265842	COVER
<b>Total MINNESOTA EQUIPMENT</b>			\$94.40		
<b>Paid Chk# 031357 10/28/2021 MINNESOTA OCCUPATIONAL HEALTH</b>					
E 100-42100-300	Professional Svcs (GENERAL)		\$130.00	378728	PD VACCINE
<b>otal MINNESOTA OCCUPATIONAL HEALTH</b>			\$130.00		

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Paid Chk#	031358	10/28/2021	<b>MINNESOTA REMODELING SOLUTIONS</b>		
	R 100-42400-32210	Bldg/Plan Review Fees	\$18.55	17585	REFUND OVERPAYMENT
	<b>Total</b>	<b>MINNESOTA REMODELING SOLUTIONS</b>	\$18.55		
Paid Chk#	031359	10/28/2021	<b>MINNESOTA RURAL WATER ASSOC</b>		
	E 601-49400-208	Training and Instruction	\$1,750.00	092021	PW TECHNICAL TRAINING
	<b>Total</b>	<b>MINNESOTA RURAL WATER ASSOC</b>	\$1,750.00		
Paid Chk#	031360	10/28/2021	<b>MISSIONS INC</b>		
	E 100-41900-433	Dues and Memberships	\$2,750.00	10012021	LEGAL ADVOCACY PROGRAM
	<b>Total</b>	<b>MISSIONS INC</b>	\$2,750.00		
Paid Chk#	031361	10/28/2021	<b>MN CHIEFS OF POLICE ASSOC</b>		
	E 100-42100-433	Dues and Memberships	\$232.00	12219	MEMBERSHIP
	E 100-42100-433	Dues and Memberships	\$595.00	12223	MEMBERSHIP
	<b>Total</b>	<b>MN CHIEFS OF POLICE ASSOC</b>	\$827.00		
Paid Chk#	031363	10/28/2021	<b>NAPA AUTO PARTS - CORCORAN</b>		
	E 100-42100-220	Repair/Maint Supply (GENERAL)	\$349.99	376510	PD BATTERY
	<b>Total</b>	<b>NAPA AUTO PARTS - CORCORAN</b>	\$349.99		
Paid Chk#	031364	10/28/2021	<b>NORTHERN SAFETY TECHNOLOGY</b>		
	E 100-43100-220	Repair/Maint Supply (GENERAL)	\$132.24	52955	DOT WING PLOW
	<b>Total</b>	<b>NORTHERN SAFETY TECHNOLOGY</b>	\$132.24		
Paid Chk#	031365	10/28/2021	<b>NORTHLAND SECURITIES INC</b>		
	E 100-41900-300	Professional Srvs (GENERAL)	\$500.00	6799	CALL RESOLUTION FEE
	<b>Total</b>	<b>NORTHLAND SECURITIES INC</b>	\$500.00		
Paid Chk#	031366	10/28/2021	<b>NUTRIEN AG SOLUTIONS, INC.</b>		
	E 100-45200-210	Operating Supplies (GENERAL)	\$133.58	46796939	TREKKER TRAX
	<b>Total</b>	<b>NUTRIEN AG SOLUTIONS, INC.</b>	\$133.58		
Paid Chk#	031367	10/28/2021	<b>OFFICE DEPOT</b>		
	E 100-41941-200	Office Supplies (GENERAL)	\$16.27	201010158001	STAPLES
	E 100-41941-200	Office Supplies (GENERAL)	\$42.62	201010158002	PENS
	E 100-41941-200	Office Supplies (GENERAL)	\$37.24	201010556001	PENS
	<b>Total</b>	<b>OFFICE DEPOT</b>	\$96.13		
Paid Chk#	031368	10/28/2021	<b>OMANN BROTHERS PAVING INC</b>		
	E 100-43100-233	Asphalt Maint/Patching	\$170.00	15687	AC FINES MIX
	<b>Total</b>	<b>OMANN BROTHERS PAVING INC</b>	\$170.00		
Paid Chk#	031372	10/28/2021	<b>RICE BLACKSMITH SAW &amp; MACHINE</b>		
	E 100-43100-220	Repair/Maint Supply (GENERAL)	\$1,080.00	25798	BRUSH CLIPPER
	<b>Total</b>	<b>RICE BLACKSMITH SAW &amp; MACHINE</b>	\$1,080.00		
Paid Chk#	031373	10/28/2021	<b>RITWAY BUSINESS FORMS</b>		
	E 602-49450-210	Operating Supplies (GENERAL)	\$193.42	21-32571	UTILITY BILL CARD STOCK

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E 601-49400-210	Operating Supplies (GENERAL)		\$193.41	21-32571	UTILITY BILL CARD STOCK
<b>Total RITEWAY BUSINESS FORMS</b>			\$386.83		
<b>Paid Chk# 031374 10/28/2021 RUSSELL SECURITY RESOURCE INC</b>					
E 100-45200-210	Operating Supplies (GENERAL)		\$99.00	A40636	KEYS EVEREST
<b>Total RUSSELL SECURITY RESOURCE INC</b>			\$99.00		
<b>Paid Chk# 031375 10/28/2021 SHORES, GAIL</b>					
R 100-43100-34301	Dust Control		\$3.59	2021	DUST CONTROL OVERPAYMENT REFUND
<b>Total SHORES, GAIL</b>			\$3.59		
<b>Paid Chk# 031376 10/28/2021 ST MICHAEL SPINAL REHAB CENTER</b>					
E 100-43100-300	Professional Srvs (GENERAL)		\$95.00	6490-1 10-01-2	DOT PHYSICAL
<b>Total ST MICHAEL SPINAL REHAB CENTER</b>			\$95.00		
<b>Paid Chk# 031380 10/28/2021 SYMBOL ARTS</b>					
E 100-42100-417	Uniforms		\$742.75	0409679	PD PATCH
<b>Total SYMBOL ARTS</b>			\$742.75		
<b>Paid Chk# 031381 10/28/2021 TELCOM CONSTRUCTION</b>					
R 100-43100-34300	Public Works Permits/Fees		\$75.00	10142021	U21-048
<b>Total TELCOM CONSTRUCTION</b>			\$75.00		
<b>Paid Chk# 031382 10/28/2021 US BANKCORP EQUIPMENT FINANCE</b>					
E 100-41951-210	Operating Supplies (GENERAL)		\$424.46	455817510	COPIER LEASE
<b>Total US BANKCORP EQUIPMENT FINANCE</b>			\$424.46		
<b>Paid Chk# 031383 10/28/2021 VIKING AWARDS &amp; RECOGNITION</b>					
E 100-42100-200	Office Supplies (GENERAL)		\$47.00	8687	WOODGRAIN SIGNS
<b>Total VIKING AWARDS &amp; RECOGNITION</b>			\$47.00		
<b>Paid Chk# 031384 10/28/2021 WENCK ASSOCIATES, INC.</b>					
G 500-20335	Lennar Eng Plan Review/Modific	\$2,129.00	1838812		LENNAR DEVELOPMENT CONSTRUCTION INSPECTION
E 427-43100-530	Improvements Other Than Bldgs	\$22,915.26	1838813		66TH ST DESIGN/SURVEY/CONSTRUCTION
G 500-20436	Pulte Encore - PUD Skch 17-029	\$1,836.00	1838815		VANBLARICOM PLAN REVIEW
G 500-20436	Pulte Encore - PUD Skch 17-029	\$2,194.50	1838815		PLAN REVIEW
G 500-20436	Pulte Encore - PUD Skch 17-029	\$1,667.50	1838815		STORMWATER
G 500-20436	Pulte Encore - PUD Skch 17-029	\$5,775.61	1838815		CONSTRUCTION OBSERVATION
G 500-20436	Pulte Encore - PUD Skch 17-029	\$275.00	1838815		WCA REVIEW
E 100-43170-300	Professional Srvs (GENERAL)	\$921.75	1838816		STORMWATER
E 601-49400-303	Engineering Fees	\$157.00	1838818		WATER UTILITY/GIS/ENGINEERING
G 500-20490	Cook Lake - Schommer	\$562.00	1838819		COOK LAKE SCHOMMER REVIEW AND COORDINATION
G 500-20332	Lennar Tavera Development	\$472.50	1838820		TAVERA PLAN REVIEW
G 500-20332	Lennar Tavera Development	\$6,563.20	1838820		TAVERA CONSTRUCTION OBSERVATION
G 500-20482	Nelson Sketch Plan 19-023	\$2,877.98	1838821		NELSON TRUCKING CONSTRUCTION OBSERVATION
E 601-49400-234	Inspections	\$252.25	1838823		PULTE UTILITY CONNECTION
E 602-49450-234	Inspections	\$252.25	1838823		PULTE UTILITY CONNECTION



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E 100-42400-303	Engineering Fees	\$1,311.00	1838823	PULTE BUILDING PERMIT SERVEY REVIEW
E 601-49400-234	Inspections	\$101.50	1838823	RAVINIA UTILITY CONNECTION
E 602-49450-234	Inspections	\$101.50	1838823	RAVINIA UTILITY CONNECTION
E 100-42400-303	Engineering Fees	\$735.00	1838823	RAVINIA BUILDING PERMIT SURVEY REVIEW
E 601-49400-234	Inspections	\$108.25	1838823	BASS LAKE CROSSING UTILITY CONNECTION
E 602-49450-234	Inspections	\$108.25	1838823	BASS LAKE CROSSING UTILITY CONNECTION
E 100-42400-303	Engineering Fees	\$147.00	1838823	BASS LAKE CROSSING BUILDING PERMIT SURVEY REVIEW
E 100-42400-303	Engineering Fees	\$269.50	1838823	OTHER BUILDING PERMIT SURVEY REVIEW
G 500-20488	Rush Creek Reserve	\$19,394.18	1838825	RUSH CREEK CONSTRUCTION OBSERVATION
G 500-20482	Nelson Sketch Plan 19-023	\$208.50	1838826	CSAH 101 - WETLANDS
G 500-20482	Nelson Sketch Plan 19-023	\$675.00	1838826	CSAH 101 - DESIGN
G 500-20482	Nelson Sketch Plan 19-023	\$936.50	1838826	CSAH 101 - CONSTRUCTION
E 100-43170-300	Professional Srvs (GENERAL)	\$581.00	1838828	GENERAL ENGINEERING SERVICES
E 428-43100-303	Engineering Fees	\$190.00	1838828	APPALOOSA WOODS PROJECT
E 429-43170-300	Professional Srvs (GENERAL)	\$634.50	1838828	CORCORAN TRAIL WEST
G 500-20488	Rush Creek Reserve	\$1,192.00	1838829	RUSH CREEK RESERVE TURN LANES
E 100-43170-300	Professional Srvs (GENERAL)	\$1,067.75	1838830	TRAIL HAVEN ROAD BRIDGE REPLACEMENT
E 100-43170-300	Professional Srvs (GENERAL)	\$1,062.75	1838830	SCHUTTE ROAD BRIDGE PREPLACEMENT
E 429-43170-300	Professional Srvs (GENERAL)	\$1,291.50	1838831	CORCORAN TRAIL IMPROVEMENTS
E 100-43170-300	Professional Srvs (GENERAL)	\$1,104.19	1838832	ELM CREEK CULVERT SURVEY
E 100-43170-300	Professional Srvs (GENERAL)	\$1,442.00	1838834	WATER TOWER SHADOW STUDY
<b>Total WENCK ASSOCIATES, INC.</b>		<b>\$81,513.67</b>		

Paid Chk# 031385 10/28/2021 WESTSIDE WHOLESALE TIRE

E 100-43100-220	Repair/Maint Supply (GENERAL)	\$56.44	892182	TRUCK VALVE
E 100-42100-220	Repair/Maint Supply (GENERAL)	\$96.00	893037	TIRE BALANCE
<b>Total WESTSIDE WHOLESALE TIRE</b>		<b>\$152.44</b>		

Paid Chk# 031386 10/28/2021 WINTERS, JEFFREY

E 100-41910-431	Misc Expense	\$1,000.00	GR20-005	ESCROW REFUND
<b>Total WINTERS, JEFFREY</b>		<b>\$1,000.00</b>		

Paid Chk# 031387 10/28/2021 WRIGHT HENNEPIN COOP ELECT

G 500-20390	Ravinia Street Lights	\$14.81		Bridle/Gleason: 150-1690-5131
G 500-20390	Ravinia Street Lights	\$15.08		Bridle/Paddock: 150-1690-5135
G 500-20390	Ravinia Street Lights	\$14.81		Paddock Ln 150-1690-5137
G 500-20390	Ravinia Street Lights	\$15.08		Bridle Path: 150-1690-5146
G 500-20390	Ravinia Street Lights	\$15.08		Paddock/Bridle: 150-1690-5158
G 500-20390	Ravinia Street Lights	\$14.81		6471 Carriage: 150-1691-0155
G 500-20390	Ravinia Street Lights	\$15.08		Bridle/Steeple: 150-1691-0158
G 500-20390	Ravinia Street Lights	\$14.81		Bridle/Bluestem: 150-1691-0168
G 500-20390	Ravinia Street Lights	\$14.81		Prairie/Bridle: 150-1691-0174
G 500-20390	Ravinia Street Lights	\$15.08		Bridle Path: 150-1691-0177
G 500-20390	Ravinia Street Lights	\$15.08		Elderberry Ct: 150-1691-0178
G 500-20390	Ravinia Street Lights	\$14.81		19301 Annabelle: 150-1691-8063
G 500-20390	Ravinia Street Lights	\$14.81		6675 Carriage: 150-1691-8064
G 500-20390	Ravinia Street Lights	\$14.81		6681 Bridle: 150-1691-8066

CITY OF CORCORAN

**\*Check Detail Register©**

October 2021

	Check Amt	Invoice	Comment
G 500-20390	Ravinia Street Lights	\$14.81	6657 Bridle: 150-1691-8079
G 500-20390	Ravinia Street Lights	\$14.81	19130 Galloway: 150-1691-8080
G 500-20390	Ravinia Street Lights	\$14.81	19065 Galloway: 150-1691-8082
G 500-20390	Ravinia Street Lights	\$29.89	6485 Larkspur: 150-1692-0907
G 500-20390	Ravinia Street Lights	\$14.81	6398 Larkspur: 150-1692-0908
G 500-20390	Ravinia Street Lights	\$14.81	66TH/CEDAR: 150-1692-8373
G 500-20390	Ravinia Street Lights	\$14.81	Bridle/66th Ave: 150-1692-8374
G 500-20390	Ravinia Street Lights	\$14.81	19437 Lupine LN: 150-1693-0197
G 500-20390	Ravinia Street Lights	\$14.81	19389 Lupine LN: 150-1693-0199
G 500-20390	Ravinia Street Lights	\$14.81	19345 Golden TR: 150-1693-0200
G 500-20390	Ravinia Street Lights	\$14.81	6310 Steeple LN: 150-1693-0201
G 500-20390	Ravinia Street Lights	\$14.81	6370 Steeple LN: 150-1693-0202
G 500-20390	Ravinia Street Lights	\$14.81	19367 Annabelle: 150-1693-5724
G 500-20390	Ravinia Street Lights	\$14.81	19343 Annabelle: 150-1693-5726
G 500-20390	Ravinia Street Lights	\$14.81	19315 Primrose: 150-1693-5731
G 500-20390	Ravinia Street Lights	\$14.81	19399 Primrose: 150-1693-5732
G 500-20390	Ravinia Street Lights	\$14.81	Primrose/Wildfl: 150-1693-5733
G 500-20390	Ravinia Street Lights	\$14.81	Wildflo/Gleason: 150-1693-5734
G 500-20390	Ravinia Street Lights	\$14.81	Gleason/Wildflo: 150-1693-5986
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	FIR LN/75TH AVE: 150-1693-7072
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	FIR LN N: 150-1693-7074
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	FIR LN/74TH AVE: 150-1693-7075
G 500-20420	Bass Lake Cross MI Home 17-012	\$23.25	FIR LN N/CR 10: 150-1693-7076
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	74TH AVE N: 150-1693-7077
G 500-20420	Bass Lake Cross MI Home 17-012	\$23.25	FIR LN N/CR 10: 150-1694-0076
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	FIR LN N: 150-1694-0078
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	FIR LN N/LOT #8: 150-1694-0079
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	FIR LN N/72ND N: 150-1694-0080
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	72ND AVE N: 150-1694-0081
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	FIR LN N/LOT #5: 150-1694-0082
G 500-20390	Ravinia Street Lights	\$14.81	ANNABELLE LOT 5 150-1694-0821
G 500-20390	Ravinia Street Lights	\$14.81	PRIMROSE COURT 150-1694-4502
G 500-20390	Ravinia Street Lights	\$14.81	SUNFLOWER COURT 150-1694-4503
G 500-20390	Ravinia Street Lights	\$14.81	WILDFLOWER TRL 150-1694-4505
G 500-20390	Ravinia Street Lights	\$14.81	WILDFLOWER TRL 150-1694-4506
G 500-20420	Bass Lake Cross MI Home 17-012	\$17.85	74TH PL & MAPLE 150-1694-6889
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	JACK PINE LN N 150-1694-6891
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	74TH AVE N 150-1694-6892
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	75TH AVE N 150-1694-6893
G 500-20420	Bass Lake Cross MI Home 17-012	\$14.81	HICKORY LN N 150-1694-6894
G 500-20390	Ravinia Street Lights	\$14.81	MEADOW RUE CT 150-1694-7911
G 500-20390	Ravinia Street Lights	\$14.81	STEEPLE CHASE LN 150-1694-7917
G 500-20390	Ravinia Street Lights	\$14.81	SNOWBERRY CT 150-1694-7918
G 500-20390	Ravinia Street Lights	\$14.81	MEADOW RUE CT 150-1694-7919
G 500-20390	Ravinia Street Lights	\$14.81	STEEPLE CHASE LN 150-1694-7920
G 500-20201	Building Permits Payable	\$0.00	LARKSPUR LN/63RD 150-1694-9986
G 500-20390	Ravinia Street Lights	\$14.81	63RD AVE N 150-1694-9987
E 100-43100-381	Street/Signal Lights	\$50.69	CTY RD10/116 000-0100-1469

CITY OF CORCORAN

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	Check Amt	Invoice	Comment
E 100-45200-380 Utility & Services (GENERAL)	\$49.09		Ballpark: 120-1246-7200
E 100-42100-380 Utility & Services (GENERAL)	\$20.01		CIVIL DEFENSE: 120-1246-8000
E 100-42100-380 Utility & Services (GENERAL)	\$20.11		Maple Hill Est: 120-1246-8100
E 100-41941-380 Utility & Services (GENERAL)	\$30.40		School Property: 120-1247-9600
E 100-41941-380 Utility & Services (GENERAL)	\$1,242.58		8200 Cty Rd 116: 120-1255-6300
E 601-49400-380 Utility & Services (GENERAL)	\$20.65		19090 Bass Lk Rd:150-1687-7510
E 100-43100-380 Utility & Services (GENERAL)	\$30.94		9525 Cain Rd: 150-1689-5230
E 602-49450-380 Utility & Services (GENERAL)	\$158.34		Brockton Ln: 150-1689-6871
E 602-49450-380 Utility & Services (GENERAL)	\$75.92		20120 CTY 10 LIF:150-1691-6661
E 100-41941-380 Utility & Services (GENERAL)	\$140.46		8200 CR116/SIGN: 150-1693-6612
E 100-45200-380 Utility & Services (GENERAL)	\$46.45		BASEBALL FIELD: 150-1693-6855
G 500-20390 Ravinia Street Lights	\$41.22		WILDFLOWER: 150-1694-4774
E 100-43100-381 Street/Signal Lights	\$9.81		Cty 10/Maple Hi: 120-1246-7300
E 100-43100-381 Street/Signal Lights	\$17.85		CTY 10/Treptaus: 120-1246-7400
E 100-43100-381 Street/Signal Lights	\$17.85		CTY 10/St Thomas:120-1246-7500
E 100-43100-381 Street/Signal Lights	\$18.95		Cty 10/Stanchion:120-1246-7600
E 100-43100-381 Street/Signal Lights	\$18.95		Co Rd 10 & 50: 120-1246-7700
E 100-45200-380 Utility & Services (GENERAL)	\$10.08		8200 Cty Rd 116: 120-1246-7800
E 100-45200-380 Utility & Services (GENERAL)	\$9.81		75th Ave/Hwy 116:120-1246-7900
E 100-41941-380 Utility & Services (GENERAL)	\$167.70		8200 Cty Rd 116: 150-1684-2033
E 100-43100-380 Utility & Services (GENERAL)	\$27.95		9100 Cty Rd 19: 150-1688-8463
E 100-42100-380 Utility & Services (GENERAL)	\$0.00		6510 Cty Rd 116: 150-1680-4662
G 500-20390 Ravinia Street Lights	\$0.00		6629 CTY 101: 150-1691-8062
G 500-20436 Pulte Encore - PUD Skch 17-029	\$0.00		102ND PL/103RD 150-1694-7926
G 500-20201 Building Permits Payable	\$0.00		STIEG ROAD 150-1694-8544
G 500-20200 Accounts Payable	\$0.00		LARKSPUR LN 150-1694-9986
G 500-20436 Pulte Encore - PUD Skch 17-029	\$14.81		IRONWOOD LN 150-1695-5954
G 500-20436 Pulte Encore - PUD Skch 17-029	\$14.81		IRONWOOD LN/10ND 150-1695-5955
G 500-20436 Pulte Encore - PUD Skch 17-029	\$14.81		JACKPINE/IRONWD 150-1695-5957
G 500-20436 Pulte Encore - PUD Skch 17-029	\$14.81		102ND AVE 150-1695-5961
G 500-20436 Pulte Encore - PUD Skch 17-029	\$14.81		102ND/JACKPINE: 150-1695-5963
G 500-20436 Pulte Encore - PUD Skch 17-029	\$14.81		102ND/JACKPINE: 1501695-5964
G 500-20390 Ravinia Street Lights	\$0.00		102ND/JACKPINE: 1501695-5964
G 500-20390 Ravinia Street Lights	\$14.81		COACH HOUSE 150-1695-6351
G 500-20390 Ravinia Street Lights	\$14.81		ANNABELLE LN 150-1695-6352
G 500-20390 Ravinia Street Lights	\$0.00		ANNABELLE LN/ CT 150-1695-6353
G 500-20390 Ravinia Street Lights	\$14.81		ANNABELLE CT 150-1695-6359
G 500-20390 Ravinia Street Lights	\$14.81		COACH HOUSE 1 150-1695-6365
G 500-20390 Ravinia Street Lights	\$14.81		BLACK OAK CT 150-1695-6367
G 500-20390 Ravinia Street Lights	\$14.81		BLACK OAK LN 150-1695-6371
G 500-20390 Ravinia Street Lights	\$14.81		BLACK OAK LN 150-1695-7149
G 500-20390 Ravinia Street Lights	\$0.00		PRAIRIE SAGE LN 150-1695-8126
G 500-20390 Ravinia Street Lights	\$14.81		GLEASON PARKWAY 150-1695-8428
G 500-20390 Ravinia Street Lights	\$14.81		BRIDLE PATH 150-1695-8431
G 500-20390 Ravinia Street Lights	\$14.81		PRAIRIE SAGE LN 105-1695-8432
G 500-20390 Ravinia Street Lights	\$14.81		PRAIRIE SAGE LN 150-1695-8435
G 500-20390 Ravinia Street Lights	\$14.81		PRAIRIE SAGE LN 150-1695-8436
G 500-20390 Ravinia Street Lights	\$14.81		PRAIRIE SAGE LN 150-1695-8438

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	Check Amt	Invoice	Comment
G 500-20390	Ravinia Street Lights	\$0.00	PRAIRIE SAGE LN 150-1695-8438
G 500-20390	Ravinia Street Lights	\$14.81	GLEASON PKWY 150-1695-9395
G 500-20390	Ravinia Street Lights	\$14.81	GLEASON PKWY 150-1695-9396
G 500-20390	Ravinia Street Lights	\$14.81	GLEASON PKWY 150-1695-9398
G 500-20436	Pulte Encore - PUD Skch 17-029	\$14.81	IRONWOOD LN 150-1696-6794
G 500-20436	Pulte Encore - PUD Skch 17-029	\$14.81	IRONWOOD LN 150-1696-6797
G 500-20436	Pulte Encore - PUD Skch 17-029	\$14.81	19403 103RD AVE 150-1696-6799
G 500-20436	Pulte Encore - PUD Skch 17-029	\$14.81	19367 103RD AVE 150-1696-6800
G 500-20436	Pulte Encore - PUD Skch 17-029	\$14.81	102ND/103RD 150-1694-7926
G 500-20201	Building Permits Payable	\$14.81	STIEG ROAD 150-1694-8543
G 500-20201	Building Permits Payable	\$14.81	STIEG ROAD 150-1694-8544
G 500-20201	Building Permits Payable	\$14.81	LARKSPUR/63RD 150-1694-9986
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	IRONWOOD LN 150-1695-5954
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	IRONWOOD/10ND 150-1695-5955
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	JACKPINE/IRONWD 150-1695-5957
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	102ND AVE 150-1695-5961
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	102ND/JACKPINE: 150-1695-5963
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	102ND/JACKPINE: 1501695-5964
G 500-20390	Ravinia Street Lights	\$0.00	102ND/JACKPINE: 1501695-5964
G 500-20390	Ravinia Street Lights	\$14.81	COACH HOUSE 150-1695-6350
G 500-20390	Ravinia Street Lights	\$14.81	ANNABELLE LN 150-1695-7682
G 500-20390	Ravinia Street Lights	\$14.81	ANNABELLE LN/ CT 150-1695-7683
G 500-20390	Ravinia Street Lights	\$14.81	ANNABELLE CT 150-1695-7684
G 500-20390	Ravinia Street Lights	\$0.00	COACH HOUSE 1 150-1695-6365
G 500-20390	Ravinia Street Lights	\$0.00	BLACK OAK CT 150-1695-6367
G 500-20390	Ravinia Street Lights	\$0.00	BLACK OAK LN 150-1695-6371
G 500-20390	Ravinia Street Lights	\$0.00	BLACK OAK LN 150-1695-7149
G 500-20390	Ravinia Street Lights	\$0.00	PRAIRIE SAGE LN 150-1695-8126
G 500-20390	Ravinia Street Lights	\$0.00	GLEASON PARKWAY 150-1695-8428
G 500-20390	Ravinia Street Lights	\$0.00	BRIDLE PATH 150-1695-8431
G 500-20390	Ravinia Street Lights	\$0.00	PRAIRIE SAGE LN 105-1695-8432
G 500-20390	Ravinia Street Lights	\$0.00	PRAIRIE SAGE LN 150-1695-8435
G 500-20390	Ravinia Street Lights	\$0.00	PRAIRIE SAGE LN 150-1695-8436
G 500-20390	Ravinia Street Lights	\$0.00	PRAIRIE SAGE LN 150-1695-8438
G 500-20390	Ravinia Street Lights	\$0.00	GLEASON PKWY 150-1695-9395
G 500-20390	Ravinia Street Lights	\$0.00	GLEASON PKWY 150-1695-9396
G 500-20390	Ravinia Street Lights	\$0.00	GLEASON PKWY 150-1695-9398
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	IRONWOOD LN 150-1696-6794
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	IRONWOOD LN 150-1696-6797
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	19403 103RD AVE 150-1696-6799
G 500-20436	Pulte Encore - PUD Skch 17-029	\$0.00	19367 103RD AVE 150-1696-6800
G 500-20390	Ravinia Street Lights	\$14.81	COACH HOUSE LN 150-1696-7679
G 500-20390	Ravinia Street Lights	\$14.81	COACH HOUSE LN 150-1696-7681
<b>Total</b>	<b>WRIGHT HENNEPIN COOP ELECT</b>	<b>\$3,684.19</b>	

Paid Chk# 031388 10/28/2021 XCEL ENERGY

E 100-43100-380	Utility & Services (GENERAL)	\$140.64	750569359	UTILITIES
E 100-43100-380	Utility & Services (GENERAL)	\$27.77	750654537	UTILITIES

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October 2021

			Check Amt	Invoice	Comment
<b>Total XCEL ENERGY</b>			\$168.41		
Paid Chk# 031389	10/28/2021	<b>ZEP SALES &amp; SERVICE</b>			
E 100-41941-210	Operating Supplies (GENERAL)		\$836.76	9006766767	BLACK BAG, FUZION DISPENSER
<b>Total ZEP SALES &amp; SERVICE</b>			\$836.76		
Paid Chk# 031390	10/28/2021	<b>ZONEONE LOCATING</b>			
E 100-45200-210	Operating Supplies (GENERAL)		\$161.40	29956	LOCATE LABOR
<b>Total ZONEONE LOCATING</b>			\$161.40		
<b>10100 Farmers State Bank</b>			\$250,897.29		

Fund Summary

**10100 Farmers State Bank**

100 GENERAL FUND	\$155,348.43
400 CITY HALL REMODEL 2020-2021	\$2,751.70
427 GLEASON/66TH PARKWAY EXTENSION	\$22,915.26
428 APPALOOSA WOODS STREET IMPROV	\$315.35
429 CORCORAN TRAIL EAST/WEST	\$2,051.35
500 ESCROW HOLDING FUND	\$57,359.07
601 WATER	\$3,053.44
602 SEWER	\$7,102.69
	<u>\$250,897.29</u>

## STAFF REPORT

## Agenda Item 7c.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Maggie Ung
<b>Topic:</b> Special Revenue Fund Creation for ARPA Funds	<b>Action Required:</b> Approval

---

### Summary:

Congress adopted the American Rescue Plan Act in March 2021, which included \$65 billion in recovery funds for cities across the county. On the June 24, 2021, council meeting, Resolution 2021-70 was approved, and the City of Corcoran allocated \$656,250 pursuant of the ARPA.

Unlike other federal grants received, this money is received in advance of the allowable expenditure. This grant meets the guidelines for establishing a special revenue fund. It is in the City's best interest to create a separate fund to account for the transactions of the federal monies from the ARPA grant.

### Financial/Budget:

This special revenue fund can be created within our accounting software at no additional cost. The city will need to budget for the expenditures related to the grant money prior to the money being spent.

### Council Action:

Approve resolution 2021-123 creating a Special Revenue Fund for ARPA funds.

### Attachments:

1. Resolution 2021-123 Special Revenue Fund Creation for ARPA Funds

**RESOLUTION NO. 2021-123**

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

**A RESOLUTION CREATING A SPECIAL REVENUE FUND FOR ARPA FUNDS**

**WHEREAS**, the State of Minnesota has been and will be allocated funding from the federal American Rescue Plan Act of 2021 (ARPA) for distribution to qualifying local governments; and

**WHEREAS**, the City of Corcoran intends to accept its full distribution of ARPA monies from the State of Minnesota; and

**WHEREAS**, the revenue received under the ARPA funding should be maintained in a special revenue fund; and

**WHEREAS**, the expenditures must be in accordance with the ARPA guidance; and

**WHEREAS**, the City is required to designate the grant funds for this purpose.

**NOW, THEREFORE, BE IT RESOLVED** the City of Corcoran shall create a special revenue fund for the period of the grant for accounting of monies received from the American Rescue Plan Act and the expenditure of the monies in accordance with the grant.

**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 28<sup>th</sup> day of October, 2021.

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

**ATTEST:**

\_\_\_\_\_  
Jessica Beise – Administrative Services Director

*City Seal*

## STAFF REPORT

## Agenda Item 7d.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Jessica Christensen Buck
<b>Topic:</b> Hennepin County Youth Sports Grant Application	<b>Action Required:</b> Approval

---

### Summary:

Twice a year, the Hennepin County Youth Sports Commission accepts grant applications for equipment. At the October 14, 2021 City Council meeting, Council authorized staff to proceed with submitting a Hennepin County Youth Sports Grant under the equipment category for a Toro 96" mower to be used at the parks. Following the Council meeting, staff received an email stating they had been awarded \$10,000 for that piece of equipment from the spring equipment grant submission.

At this time, staff is looking for Council approval to submit an updated grant application for a John Deere gator to be used for recreation programming as well as park and trail maintenance.

### Financial/Budget:

The remaining cost of the John Deere gator not fulfilled by the grant would be \$16,271.93 with the remaining amount of money coming from the City's 2022 CIP or budget.

### Council Action:

Authorize staff to submit the grant application for \$10,000 for a John Deere gator.

### Attachments:

1. Hennepin County Youth Sports Grant Application
2. Resolution 2021-121 Supporting Grant Application





*A Hidden Gem Waiting To Be Discovered*

[www.ci.corcoran.mn.us](http://www.ci.corcoran.mn.us)

October 29, 2021

Dear grant application review committee,

The City of Corcoran is excited to seek additional funding for John Deere gator XUV835R to be used in Corcoran. We are looking to purchase the gator to be utilized for preparation and day-to-day operations of the recreation programs. In addition to that, it would be used for general parks and trails upkeep and maintenance. Within the next few years, the City is anticipating maintenance on 4-5 miles worth of trails following a large number of plats that came in within the last couple years.

Currently our in-house programs include two seasons of baseball and one summer season of soccer. The City of Corcoran took over youth athletic programming from local associations during a 2018-2019 transitional period. In total, the programs encompass approximately 864 kids throughout the summer utilizing the fields at City Park in Corcoran (20200 County Road 50). Kids come from not only Corcoran to participate, but also surrounding areas such as Maple Grove, Plymouth, Rogers, Buffalo, Loretto, etc. As the City continues to grow, so does the range of socioeconomic status, race, etc. of the participants and general users of the parks and programs. In addition to those children that participated in the programs, the City of Corcoran has approximately 1,400 children in the City that could utilize the parks.

The City is requesting grant funds to cover \$10,000 of the total cost of the gator with the City covering the remaining \$16,271.93. By keeping the programs, parks, and trails in good condition, it would attract families across the metro to come to Corcoran for the opportunities and experiences that we can provide. We are excited for this possible opportunity to increase the number of families that get out into nature here in northwest Hennepin County.

Thank you for your consideration of our request. If you have any questions, feel free to contact me at your convenience at 763-400-7034 or [jchristensenbuck@corcoranmn.gov](mailto:jchristensenbuck@corcoranmn.gov).

Sincerely,

Jessica Christensen Buck, CPRP  
Recreation Coordinator

Enclosures:

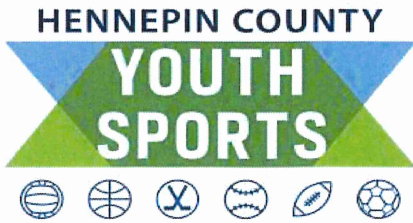
1. 2010 HCYSP Grant Application
2. John Deere Gator XUV835R Quote
3. City Council Resolution

---

Administrative Offices  
8200 County Road 116  
Corcoran, MN 55340  
Phone: 763-420-2288

Police Department Offices  
8200 County Road 116  
Corcoran, MN 55340  
Phone: 763-420-8966

Public Works Offices  
9100 County Road 19  
Corcoran, MN 55357  
Phone: 763-420-2652



## Hennepin Youth Sports Program Equipment Application Spring 2021

### Local Government Unit (LGU) Information

LGU Legal Name	City of Corcoran
Mailing Address	8200 County Road 116
City, State, Zip Code	Corcoran, Minnesota 55340
Application Contact and Title	Jessica Christensen Buck, Recreation Coordinator
Contact Telephone Number	763-400-7034
Contact Email Address	jchristensenbuck@corcoranmn.gov
Name & address of location(s) where equipment will be used	City Park: 20200 County Road 50, Corcoran, Minnesota 55340 Wildflower Park: 6604 Wildflower Trail, Corcoran, Minnesota 55340
HC District # of location(s)	District 7
# of youth using equipment	Upwards of 1,400 - approximate number of youth in Corcoran

#### EXECUTION

The LGU above has reviewed this application and believes it is consistent with its athletic or recreational program goals. The LGU is prepared to be the fiscal agent for the award, to disburse the funds, and ensure the funds are used for the equipment listed here.

IN WITNESS THEREOF,

The LGU has caused this application to be executed on:

October 29, 2021

\_\_\_\_\_  
Date

*Jessica Christensen Buck*  
(signature here)

\_\_\_\_\_  
Jessica Christensen Buck

(print name here)

\_\_\_\_\_  
Recreation Coordinator

Title (must have signature authority for the amount of the matching funds)

## Non-profit Organization Partner Information

A partner is not required for an award, but it is a selection criteria

Organization Legal Name	
Application Contact and Title	
Contact Telephone Number	
Contact Email Address	

The organization has agreed to submit this application on:

\_\_\_\_\_ Date

\_\_\_\_\_ (signature here)

\_\_\_\_\_ (print name here)

\_\_\_\_\_ Title

### Total Project Cost - attach bid or pricing info

Item Description	Amount
John Deere Gator XUV835R	\$26,271.93
Must include items to be purchased with matching funds.	
Attach bid or pricing information.	
<b>Total Cost</b>	\$ 26,271.93 -

### Matching Funds

Matching funds are not required for an award, but it is a selection criteria

Source	Amount
City of Corcoran - Budget Funds	\$16,271.93
<b>Total Match</b>	\$ 16,271.93 -
<b>Request</b>	\$ 10,000.00 -

Amount requested is total cost minus total match and must be \$10,000 or less

## A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

### For any questions, please contact:

- Vendor: Deere & Company
- 2000 John Deere Run  
Cary, NC 27513
  - Contract name and number
  - Signature
  - Shipping address
  - Billing address
  - Membership number (if applicable)
  - Tax exempt certificate (if applicable). Must be made out to Deere & Company.

### John Braunshausen

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

Tel: 763-428-4107

Fax: 763-428-2700

Email: [johnbraunshausen@mnequip.com](mailto:johnbraunshausen@mnequip.com)

If information is not included, the Purchase Order or Letter of Intent will be returned.

Quote Id: 25457964

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Prepared For:  
**City Of Corcoran**



**Delivering Dealer:**

John Braunshausen

Minnesota Equipment, Inc.

13725 Main Street

Rogers, MN, 55374

johnbraunshausen@mnequip.com

**Quote Prepared By:**

John Braunshausen

johnbraunshausen@mnequip.com

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Date: 18 October 2021

Offer Expires: 31 October 2021

*Confidential*

**Quote Summary**

**Prepared For:**  
City Of Corcoran  
MN

**Prepared By:**  
Minnesota Equipment, Inc.  
John Braunshausen  
Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
Phone: 763-428-4107  
johnbraunshausen@mnequip.com

**Quote Id:** 25457964  
**Created On:** 18 October 2021  
**Last Modified On:** 18 October 2021  
**Expiration Date:** 31 October 2021

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE GATOR™ XUV835R (Model Year 2022)	\$ 26,271.93 X	1 =	\$ 26,271.93
<b>Contract:</b>			
<b>Price Effective Date:</b>			

**Equipment Total** **\$ 26,271.93**

\* Includes Fees and Non-contract items

<b>Quote Summary</b>	
Equipment Total	\$ 26,271.93
SubTotal	\$ 26,271.93
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 26,271.93</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 26,271.93</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: **25457964** Customer Name:

## JOHN DEERE GATOR™ XUV835R (Model Year 2022)

**Equipment Notes:**

Hours:

Stock Number:

**Selling Price \***

Contract:

\$ 26,271.93

Price Effective Date :

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5748M	GATOR™ XUV835R (Model Year 2022)	1	\$ 26,399.00	14.00	\$ 3,695.86	\$ 22,703.14	\$ 22,703.14
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 900.00	14.00	\$ 126.00	\$ 774.00	\$ 774.00
2032	Split Bench Seat - Stone Cloth	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 469.00	14.00	\$ 65.66	\$ 403.34	\$ 403.34
3101	Cargo Box Power Lift	1	\$ 900.00	14.00	\$ 126.00	\$ 774.00	\$ 774.00
4024	OSR - Cab Doors	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4036	Green Roof	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4152	Rear Bumper	1	\$ 255.00	14.00	\$ 35.70	\$ 219.30	\$ 219.30
4201	Front Brush Guard	1	\$ 366.00	14.00	\$ 51.24	\$ 314.76	\$ 314.76
6349	Less Winch	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 2,890.00</b>		<b>\$ 404.60</b>	<b>\$ 2,485.40</b>	<b>\$ 2,485.40</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BUC10310	Side Mirrors (open station & cab doors)	1	\$ 188.31	14.00	\$ 26.36	\$ 161.95	\$ 161.95
BUC10726	Speaker Kit, Base Radio	1	\$ 400.19	14.00	\$ 56.03	\$ 344.16	\$ 344.16
BUC10608	Front Turn Signal Light Kit	1	\$ 87.74	14.00	\$ 12.28	\$ 75.46	\$ 75.46
BM26185	Beacon Light	1	\$ 265.36	14.00	\$ 37.15	\$ 228.21	\$ 228.21
SWJHD16 35BT	AM-FM Radio	1	\$ 318.15	14.00	\$ 44.54	\$ 273.61	\$ 273.61
<b>Dealer Attachments Total</b>			<b>\$ 1,259.75</b>		<b>\$ 176.37</b>	<b>\$ 1,083.39</b>	<b>\$ 1,083.39</b>

# Selling Equipment

Quote Id: **25457964** Customer Name:

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Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
	Value Added Services		\$ 0.00			\$ 0.00	\$ 0.00
	Total						
<b>Total Selling Price</b>			<b>\$ 30,548.75</b>		<b>\$ 4,276.82</b>	<b>\$ 26,271.92</b>	<b>\$ 26,271.93</b>



**RESOLUTION NO. 2021-121**

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

**SUPPORTING GRANT APPLICATION – HENNEPIN COUNTY YOUTH SPORTS  
EQUIPMENT GRANT**

**WHEREAS**, the City of Corcoran supports the grant application made to the Hennepin County Youth Sports Program. The application is to assist with the purchasing of a John Deere gator XUV835R to be used for recreation programming as well as parks and trails maintenance; and

**WHEREAS**, the City of Corcoran recognizes that it must provide the remaining funds required to purchase the gator following any grant money received from the Hennepin County Youth Sports Program; and

**WHEREAS**, benefits of the gator to the City of Corcoran include maintained parks, ballfields, and trail buffers; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA, if the City of Corcoran is awarded a grant by the Hennepin County Youth Sports Program, the City of Corcoran agrees to accept the grant award and may enter into an agreement with Hennepin County Youth Sports Program. The City of Corcoran will comply with all applicable laws and regulations as stated in the grant agreement.

**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 28<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Tom McKee – Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Beise – Administrative Services Director

*City Seal*

## STAFF REPORT

## Agenda Item 7e.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Kevin Mattson
<b>Topic:</b> Test Well #2 - Design & Bidding	<b>Action Required:</b> Approval

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### Summary:

On September 9<sup>th</sup>, the Council approved the preliminary design of the Northeast Corcoran Water Supply project. Staff and the engineering team have been coordinating utility infrastructure design that would be constructed with the proposed Amberly/Bellwether development.

The results of Test Well #2 will provide important and continued design and cost data such as source availability, system capacities, and water quality analysis that reinforce or allow for adjustment of treatment requirements.

The test well will be located in the future city park area dedicated to the city with the Amberly/Bellwether development and used as a future sampling/monitoring well.

### Financial/Budget:

The proposal covers the engineering component of the test well project at \$14,300. Construction bids will be brought back through council for future considerations.

Consistent with the city's experience with Test Well #1, the overall estimated cost to complete the test well process including plans, permitting, and construction are anticipated to remain around \$100,000.

The existing balance in the water fund would support costs until bonding takes place in 2022.

### Options:

1. Approve the design and bidding for Test Well #2 in the amount of \$14,300 as outlined in the proposal from Wenck/Stantec.
2. Decline.

### Recommendation:

Approve the design and bidding for Test Well #2 in the amount of \$14,300 as outlined in the proposal from Wenck/Stantec.

### Council Action:

Consider a motion to approve the design and bidding for Test Well #2 in the amount of \$14,300 as outlined in the proposal from Wenck/Stantec.

### Attachments:

1. Proposal for Test Well #2 - Design & Bidding



**Stantec Consulting Services Inc.**  
7500 Olson Memorial Hwy, Suite 300  
Golden Valley, MN 55427

October 20, 2021

**Attention: Kevin Mattson**  
Public Works Director  
City of Corcoran  
8200 County Road 116  
Corcoran, MN 55340

Dear Mr. Mattson,

**Reference: Proposal – Test Well #2**

We appreciate the opportunity to present this proposal to the City of Corcoran. Our proposal includes a scope of work and budget to assist City Staff in constructing Test Well #2 in Northeast Corcoran.

### Scope of Work

- Prepare Requests for Proposal (RFP) for test well construction and water quality sampling, including plans and specs, and solicit bids from Contractors - \$3,500
- Receive bids and provide Council recommendation - \$500
- Coordinate necessary permits with DNR and MDH -\$1,000
- Stake test well location and any permanent or temporary controls - \$800
- Perform construction related services including -\$8,500
  - Observation and inspection for conformance with plans and specifications,
  - Review shop drawings and respond to Contractor questions,
  - Review contractor invoices and prepare pay request forms,
  - Coordinate and review well capacity pumping and water quality results,
  - Prepare change orders and other written directives, if required.

**Total costs for scope of work - \$14,300**

### Project Team

The following Stantec staff have been selected to execute the Scope of Work.

- City Engineer Kent Torve
- Project Manager Steve Hegland
- Engineers Ash Hammerbeck, Mark Janovec, Matt Bowers

Please let me know if you need additional information about this proposal. We greatly appreciate assisting the City and strive to ensure exceptional outcomes for your projects.

Regards,

**Stantec Consulting Services Inc.**

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**Kent Torve, PE**  
City Engineer  
Phone: 763-479-4209  
[ktorve@wenck.com](mailto:ktorve@wenck.com)

Reference: Test Well #2

## Proposal Terms & Acceptance

- Stantec will complete this scope of work according to the letter of engagement and previous practices with the City of Corcoran.
- Stantec will perform the scope of work on a time and materials basis and will not exceed the authorized budget without prior authorization.
- To accept the proposal as stated above, please complete the following:

### City of Corcoran

---

Type or Print Name

---

Signature

---

Title

---

Date

## STAFF REPORT

## Agenda Item 7f.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Kevin Mattson
<b>Topic:</b> Northeast Water Supply – Geotechnical Services	<b>Action Required:</b> Approval

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### Summary:

On September 9<sup>th</sup>, the Council approved the preliminary design of the Northeast Corcoran Water Supply project.

An important preliminary design element is identifying the geotechnical soil conditions including groundwater elevations at both the treatment plant and water storage sites.

The engineering design team developed and bid out a geotechnical proposal as presented in the attached memo.

### Financial/Budget:

The existing balance in the water fund would support costs until bonding takes place in 2022.

### Options:

1. Approve the geotechnical services proposal to Braun Intertec in the amount of \$27,505.
2. Decline.

### Recommendation:

Approve the geotechnical services proposal to Braun Intertec in the amount of \$27,505.

### Council Action:

Consider a motion to approve the geotechnical services proposal to Braun Intertec in the amount of \$27,505.

### Attachments:

1. Engineering Memo - Geotechnical Services Proposals

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To: Kevin Mattson, Public Works Director      From: Kent Torve, PE, City Engineer  
File: 227704426      Date: October 20, 2021

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**Reference: Corcoran Water Supply, Treatment, & Storage Project  
Recommendation of Award, Geotechnical Proposals**

### **COUNCIL ACTION REQUESTED**

Staff is recommending Council review the proposals for geotechnical services (see attached) and award the proposal to Braun Intertec.

### **QUOTE RESULTS**

Quotes were received on October 20, 2021 for the Corcoran Water Supply, Treatment, & Storage project. Three bids were submitted and reviewed.

Braun Intertec	\$27,505.00
American Engineering Testing	\$28,500.00
Haugo Geotechnical Services <sup>(1)</sup>	\$23,725.00

(1) Haugo Geotechnical Services was not able to provide the full testing capabilities as was outlined in the request for quotes and we are not recommending their quote be awarded.

### **ANALYSIS**

All three proposals were reviewed to ensure they meet scope and schedule for completing the work. As noted above, Haugo submitted the lowest estimated costs and could meet the project schedule, however they noted in their proposal that they could not provide the full testing capabilities as detailed in our request for quotes. Because of this, we are recommending the work be awarded to the lowest bidder, Braun Intertec, that could meet the project requirements as requested.

October 20, 2021

Revised Proposal QTB147552

Mr. Kevin Mattson  
City of Corcoran  
8200 County Road 116  
Corcoran, MN 55340

Re: Revised Proposal for a Geotechnical Evaluation  
Corcoran Water Supply, Conveyance, and Treatment  
Intersection of County Road 116 and Hunters Ridge  
Corcoran, Minnesota

Dear Mr. Mattson:

Braun Intertec Corporation respectfully submits this revised proposal to complete a geotechnical evaluation for the proposed project at the above referenced site.

## **Project Information**

Per the Request for Proposal (RFP) provided by Stantec Consulting Services, Inc. (Stantec), we understand the proposed project will include the construction of a new water treatment facility, a new water storage facility, and a connecting trunk main that will be located in Corcoran, Minnesota. We understand the water treatment facility will include a water treatment plant with clear well and subgrade backwash structures that will be approximately 12 feet below existing grade. The water storage structure will either be a ground storage tank with maximum foundation loads around 3,000 pounds per square foot or a tower structure on a ring wall spread footing foundation system with a load of approximately 7 million pounds and a height of 180 feet.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed water treatment facility, trunk main, and water storage facility.

## **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

### **Site Access**

Based on aerial photographs, it appears the site is accessible with an All-Terrain Vehicle (ATV) mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing to access the site.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Our fees do not include potential costs due to stand-by time. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), additional fees will apply.

### **Staking**

We understand a representative of Stantec will stake prospective subsurface exploration locations and provide us with surface elevations at those locations using GPS (Global Positioning System) technology.

### **Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Traffic Control**

Based on the location of the proposed borings, traffic control is not anticipated to safely facilitate our field investigation.

### **Soil Borings**

We propose to drill 13 Standard Penetration Test (SPT) soil borings. A total of 9 SPT borings will be advanced to depths of approximately 50 feet below existing grade within the proposed water treatment facility and water storage facility. The remaining 4 SPT borings will be advanced to depths of approximately 35 feet below existing grade along the proposed trunk main. At the time this proposal was written, exact boring locations have not been selected. We will sample at 2 1/2-foot intervals to a depth of approximately 15 feet below existing grade and at 5-foot intervals thereafter as necessary.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.



### **Groundwater Measurements**

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will leave the boreholes open until we complete our fieldwork and perform groundwater level rechecks prior to leaving the site.

### **MDH Notification**

We are planning for the borings to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the Minnesota Department of Health (MDH) by mail a "Sealing Notification Form", and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

### **Borehole Abandonment**

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 590 linear feet of borings with grout. Our lump sum fee includes those fees associated with the sealing.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. We intend to thin-spread the excess soil cuttings around the boreholes. If we cannot thin-spread cuttings, additional fees for offsite disposal will apply.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, unconfined compression strength, mechanical analyses (through a #200 sieve only), organic content tests, and Atterberg limits tests.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

### **Engineering Analyses**

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

## Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile, groundwater conditions and bedrock (if encountered).
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Foundations recommendations, including viable options, lateral earth pressure and bearing capacity; and tower foundation recommendations including allowable pressure increase for wind loading conditions.

We will only submit an electronic copy of our report to you upon completion.

## Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 5 to 6 weeks following receipt of written authorization
- Field exploration – 5 days on site to complete the soil borings
- Classification and laboratory testing – within 1 week after completion of field exploration
- Preliminary results – within 1 week of completion of the field exploration
- Final report submittal – within 2 weeks after completion of the laboratory testing

All fieldwork and boring logs will be completed and provided before January 1, 2022. If borings are required in wetland areas and the ground is not frozen by January 1, 2022, these locations may not be completed by this date. If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## **Fees**

We will furnish the services described in this proposal for a lump sum fee of **\$27,505**. We will not exceed this lump sum without receiving prior authorization.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 815.545.7059 ([rjett@braunintertec.com](mailto:rjett@braunintertec.com)) or Bryan Field at 612.369.3210 ([bfield@braunintertec.com](mailto:bfield@braunintertec.com)).

Sincerely,

BRAUN INTERTEC CORPORATION



Richard S. Jett, PE  
Project Engineer



Bryan C. Field, PE  
Account Leader, Senior Engineer

Attachments:  
MDH Notification Form  
General Conditions (1/1/18)

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**



**Braun Intertec Corporation**  
 11001 Hampshire Avenue S  
 Minneapolis, MN 55438

Phone: 952.995.2000  
 Fax: 952.995.2020  
 Web: braunintertec.com

October 20, 2021

Proposal QTB147552

Mr. Kevin Mattson  
 City of Corcoran  
 8200 County Road 116  
 Corcoran, MN 55340

Re: Minnesota Department of Health Well Sealing Notification Form  
 Corcoran Water Supply, Conveyance, and Treatment Infrastructure  
 Intersection of County Road 116 and Hunters Ridge  
 Corcoran, Minnesota

Dear Mr. Mattson:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

**NOTE:** *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

<b>WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS</b>							Minnesota Unique Well No. or W-series No. <small>(Leave blank if not known)</small>		Minnesota Well and Boring Sealing No.		
Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.									<b>H</b>		
ATTN: CASHIER							Well Management Section Fax Number: (651) 201-4599.				
<input type="checkbox"/> Well Sealing Notification (269) Check Well Type: <input type="checkbox"/> Water-Supply Well <input type="checkbox"/> Monitoring Well <input type="checkbox"/> Other		Check Box If: <input type="checkbox"/> Well is Multiple Cased <input type="checkbox"/> Larger than 8-inch Inside Diameter		Card Number _____		Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover    Exp. Date _____		3-Digit Security Code <small>(Printed on back side of card.)</small> _____			
				Authorized Signature _____		Print Cardholder Name _____					
<b>WELL LOCATION</b>	County		Township Name		Township No.	Range No.	Section No.	Fraction (sm. → lg.) ¼      ¼      ¼			
	Well Location Address				City	State	Zip Code	Est. Depth	Casing Diameter		
<b>WELL OWNER</b>	Well Owner Name (Print)						Daytime Telephone Number (    )				
	Well Owner Street Address				City	State	Zip Code				
	Well Owner Signature						Date				
<b>WELL CONTRACTOR</b>	Well Contractor Company Name (Print)			Certified Rep. Signature			Date	Company License No.			
<small>Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.</small>											

## Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

## Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

## Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



October 20, 2021

City of Corcoran  
8200 County Road 116  
Corcoran, MN 55340

Attn: Kevin Mattson, Public Works Director  
[kmattson@corcoranmn.gov](mailto:kmattson@corcoranmn.gov)

RE: Revised Proposal for Geotechnical Services  
Corcoran Water Supply, Conveyance & Treatment  
Corcoran, MN  
AET Proposal No. P-0007025

Dear Mr. Mattson:

American Engineering Testing (AET) is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

## PROJECT INFORMATION

Preliminary design has started for a new WTP, trunk main, and water storage infrastructure in northeast Corcoran. The project will consist of a new water treatment plant with subgrade backwash and clear well tanks, a trunk main, and either a ground storage tank or water tower. The clear well and backwash structures will be approximately 12 ft. below existing grade. Based upon preliminary design, maximum foundation loads are anticipated to be on the order of 3,000 pounds (live load + dead load) per lineal foot and column loads less than 30 kips. If a tower is selected, the tower foundation will be a ring wall on spread footings approximately 12 ft. below grade with a load of approximately 7 million pounds and height of 180 feet.

## APPROACH

At the water treatment plant and water storage sites, we intend to supplement the Standard Penetration Test (SPT) borings with Seismic Cone Penetrometer (CPT) soundings. This will enable us to acquire continuous in situ data for better site characterization and correlation/calibration of the SPT data. The CPT data will be utilized in our modeling and analytical software as part of our development of foundation support recommendations.

## SCOPE OF SERVICES

### ***Field Exploration***

In the RFP we received from Stantec, the locations, number and depths of the borings were identified. Following is a summary of the desired field exploration program:

**550 Cleveland Avenue North | Saint Paul, MN 55114**

**Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | [teamAET.com](http://teamAET.com) | AA/EEO**

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- Perform three (3) Standard Penetration Test (SPT) borings and three (3) Cone Penetrometer Test (CPT) soundings to 50 ft./bedrock on the WTP site,
- Perform one (1) Standard Penetration Test (SPT) boring and two (2) Cone Penetrometer Test (CPT) soundings to 50 ft./bedrock on the storage site, and
- Perform Standard Penetration Test (SPT) borings/Cone Penetrometer Test (CPT) soundings to 35 ft./bedrock along the west end of the trunk main alignment (Expect 4 borings).

Representatives of Stantec will be staking the test locations and determining their coordinates and surface elevations. We understand that the City will secure Rights of Entry with private property owners for access to the test locations.

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. The marking of private utilities must be arranged by the property owner prior to our drill crew mobilization. Please see our discussion regarding private underground utilities later in this proposal.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method in general accordance with ASTM D1586. Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification. The CPTu soundings will include tip stress, sleeve friction, porewater pressure, and shear wave velocity ( $V_s$ ) measurements.

We will backfill the boreholes and soundings to comply with the Minnesota Department of Health Regulations. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians and animals. We assume that representatives of the City of Corcoran will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian or animal injury after we leave the site.

Accessing the boring locations may leave ruts in the ground. We assume that representatives of the City of Corcoran will perform any site restoration work. We have not included a fee for site restoration in our cost estimate. Tree trimming to facilitate access (if needed) has not been included in our budget.

### ***Laboratory Testing***

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for moisture content. Our budget includes Atterberg Limits, gradation, and unconfined compression strength tests.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.



## Report

We will prepare a report in which we will present the results of our subsurface exploration and laboratory testing. Items that will be addressed as recommendations will include the following:

- Foundation recommendations, including viable options, lateral earth pressure and load bearing capacity, and tower foundation recommendations including allowable pressure increase for wind loading conditions.
- Settlement potential with estimated differential and total settlements.
- Identification of groundwater level(s) and opinion of impact on project.
- Identification of bedrock level(s) and opinion of impact on project.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure subgrades, and the selection, placement, and compaction of fill.
- Recommendations for utility pipe bedding and trench backfilling.
- Comments on other items which may affect final performance or constructability, such as frost heave, buoyancy, and dewatering considerations.

## FEES

Our fees for the scope of services described above will be charged on a lump sum basis, at a fixed fee of \$28,500. Our fixed fee breaks down into the following tasks:

• Public utility coordination and clearances	\$ 750
• Thirteen (13) SPT borings/CPT soundings (a total of 590 feet)	\$ 20,150
• Laboratory testing	\$ 1,500
• Engineering analysis, report, and MDH permit	\$ 6,100
	<u>\$ 28,500</u>

In the event the scope of our services needs to be revised (for example, additional or deeper borings/soundings, or additional field or laboratory testing), we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. This proposal is valid for 60 days.

### **Minnesota Department of Health Fees**

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because subsurface conditions can change between borings, requiring additional notifications, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

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Property Owner's mailing address:

---

## SCHEDULE

Weather permitting and based on our current backlog, we anticipate the field work can begin within 4 weeks following authorization to proceed. The field work will take 7 business days to complete. We can provide you with verbal results of the drilling activities shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about two weeks after completion of the field work.

## ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

## UNDERGROUND UTILITIES

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call indicates that the property owner is responsible for locating all private underground utilities and structures.** We request that you please coordinate this activity with the owner and AET prior to AET beginning any subsurface exploration. Also, please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

## TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical Service Agreement—Terms and Conditions,” which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

## ACCEPTANCE

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the “Environmental/Geotechnical Service Agreement – Terms and Conditions.” The terms contained in the attached “Environmental/Geotechnical Service Agreement – Terms and Conditions” are incorporated herein and are an integral part of this contract for professional engineering services.

We appreciate the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact us.

Geotechnical Services  
Corcoran Water Supply, Conveyance & Treatment  
October 20, 2021  
AET Proposal No. P-0007025



Sincerely,  
**American Engineering Testing, Inc.**

Handwritten signature of William K. Cody in black ink.

William K. Cody, PE  
Principal Engineer  
Phone: 651-603-6606  
Email: [wcody@amengtest.com](mailto:wcody@amengtest.com)

Handwritten signature of Derek S. Van Heuveln in black ink.

Derek S. Van Heuveln, PE  
Senior Engineer/Department Manager  
Phone: 651-789-4656  
Email: [dvanheuveln@amengtest.com](mailto:dvanheuveln@amengtest.com)

Attachments: 2021 Geotechnical Fee Schedule  
Service Agreement (4 pages)  
Proof of Insurance, W9

<b>AET PROPOSAL No. P-0007025    ACCEPTANCE AND AUTHORIZATION</b>	
Signature _____	Date _____
Printed Name: _____	
Title: _____	
Representing _____	

**I. Personnel Hourly Rates**

A. Administrative Assistant	72.00/hr.
B. Engr. or Env. Technician I	80.00/hr.
C. Engr. or Env. Technician II	93.00/hr.
D. Drill Technician/Geo Lab Technician	106.00/hr.
E. Engr. or Env. Technician III	114.00/hr.
F. Engineering Assistant	124.00/hr.
G. Engineer I/Geologist I	137.00/hr.
H. Engineer II/Geologist II/Sr. Engr. Assistant	157.00/hr.
I. Senior Engineer/Geologist	180.00/hr.
J. Principal Engineer/Geologist	220.00/hr.
K. Principal of Firm	240.00/hr.

**II. Vehicle Mileage**

A. Personal Automobile/Truck	0.75/mile
B. Auxiliary Truck Vehicle	1.00/mile
C. Truck with Coring, FWD, or GPR Equipment	1.10/mile
D. Truck with Warning Sign/Crash Trailer	1.20/mile
E. 1-ton Truck with Drill Rig	1.20/mile
F. 1½ to 2½-ton Truck with Drill Rig	1.35/mile
G. CPT Truck Rig (20-ton push capacity)	1.60/mile
H. Tractor/Lowboy Trailer	1.80/mile

**III. Equipment Rental**

A. Drill Rig Rental	
1. Rotary Drill on 1-ton Truck	82.00/hr.
2. Rotary Drill on 1½ to 2½-ton Truck	92.00/hr.
3. Rotary Drill on All-Terrain Vehicle	125.00/hr.
4. Portable, Non-rotary Rig	92.00/hr.
B. Auxiliary/Specialty Vehicle Rental	
1. Auxiliary Truck Vehicle	25.00/hr.
2. Truck with Warning Sign/Crash Trailer	45.00/hr.
3. Truck with Coring Equipment	61.00/hr.
C. Cone (CPT) Rig/Equipment Rental	
1. CPT Rig (Truck or ATV)	163.00/hr.
2. Electronic Cone w/Computer	50.00/hr.
3. Soil Sampler	8.00/hr.
4. Water Sampler	22.00/hr.
D. Miscellaneous Equipment Rental	
1. Field Vane Shear	335.00/day
2. Field Electrical Resistivity	265.00/day
3. Field Seismic Shear Wave (ReMi)	435.00/day
4. Inclinometer Reading Equipment	350.00/day
5. Electronic Transducer Reading	180.00/day
6. Bore Hole Permeability	
a. Open End Casing Method	140.00/day
b. HQ Wireline Packer	350.00/day
7. Borehole Pressuremeter	80.00/hr.
8. Iowa Borehole Shear Tester	335.00/day
9. Double Ring Infiltrometer	275.00/day
10. GPS Mapping System	20.00/hr.
11. Pile Driving Analyzer (PDA)	750.00/day
12. Calibrated SPT Rod	230.00/day
13. Pile Integrity Test (PIT)	360.00/day
E. Geotechnical Software Rental	
1. Geo Studio Finite Element	85.00/hr.
2. CAPWAP	50.00/hr.
3. AutoCAD or Microstation	40.00/hr.
4. Wave Equation (WEAP)	35.00/hr.
5. LPILE or GROUP	35.00/hr.
6. Slope Stability (ReSSA)	35.00/hr.
7. Stabilized Earth Slopes & Walls	35.00/hr.
8. Settlement (FoSSA)	35.00/hr.

**F. Bit Wear- Rock Coring**

1. Diamond Bit - Sedimentary Rock	
a) B, NQ	16.00/foot
b) HQ	16.00/foot
2. Diamond Bit - Metamorphic & Igneous	
a) B, NQ	22.00/foot
b) HQ	25.00/foot

**IV. Laboratory Tests of Soil**

A. Water Content	hourly
B. Dry Density (includes water content)	60.00/test
C. Atterberg Limits (ASTM:D4318)	
1. Plasticity Index	125.00/test
2. Liquid Limit or Plastic Limit Separately	110.00/test
D. Sieve Analysis (includes -#200)	112.00/test
E. Hydrometer Analysis (sieve included)	215.00/test
F. Thermal Resistivity w/Proctor (ASTM:D5334)	
1. As Received and Oven Dried (2 pts)	1000.00/test
2. Dry Out Curve (4 pts)	1245.00/test
G. Electrical Resistivity (ASTM:G57-Soil Box)	107.00/test
H. Corrosion/Concrete Attack Series*	price upon request
I. Consolidation (up to 32 tsf)	
1. With P-e curves only	510.00/test
2. With P-e curves, time curves	630.00/test
J. Unconfined Compression (incl. wc/density)	110.00/test
K. Hand Penetrometer	15.00/test
L. Organic Content of Soil	78.00/test
M. Topsoil Borrow Test (Mn/DOT 3877)	300.00/test
N. R-value (Hveem Stabilometer)	410.00/test
O. California Bearing Ratio	
1. Granular	650.00/test
2. Cohesive	740.00/test
P. Proctor Tests (Methods A or B)	
1. Standard	150.00/test
2. Modified	160.00/test

\*includes pH, chloride ion, soluble sulfates, sulfides, redox potential (resistivity not included).

**V. Expenses**

A. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
B. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

**SECTION 1 - RESPONSIBILITIES**

**1.1** - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

**1.4** – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

**1.5** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.8** - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)**

**3.1** - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

**3.2** - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

**3.3** - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

**3.4** - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

**SECTION 4 - CONTAMINATION**

**4.1** - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

**4.2** - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

**SECTION 5 - SAFETY**

**5.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**5.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

**SECTION 6 – SAMPLES**

**6.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**6.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

**SECTION 7 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 8 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

**SECTION 9 - INSURANCE**

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

**9.1** – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

**9.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's services, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

**9.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**9.4** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's services. Renewal policies during this period shall maintain the same retroactive date.

**9.5** - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.**

**9.6** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**9.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

**SECTION 10 - DELAYS**

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

**SECTION 11 - PAYMENT, INTEREST, AND BREACH**

**11.1** - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**11.2** – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.



**11.3** – AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

#### **SECTION 12 - CHANGE ORDERS**

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

#### **SECTION 13 - MEDIATION**

**13.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**13.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### **SECTION 14 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### **SECTION 15 - MUTUAL INDEMNIFICATION**

**15.1** - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

**15.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**15.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

**15.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

#### **SECTION 16 - NON-SOLICITATION**

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

#### **SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the services provided by AET under this Service Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Service Agreement in accordance with the provisions of the Service Agreement and related Documents and shall survive any such termination.

#### **SECTION 18 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET's officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty and shall not exceed the total compensation in excess of costs received by AET for services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

**SECTION 19 – UNIONIZATION**

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

**SECTION 20 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

**SECTION 21 - TERMINATION**

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

**SECTION 22 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

**SECTION 23 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

**SECTION 24 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER and INSURED. PRODUCER: HUB International Mountain States Limited. INSURED: AMERICAN CONSULTING SERVICES INC dba AMERICAN ENGINEERING TESTING INC.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows A (Commercial General Liability), B (Automobile Liability), C (Umbrella Liability), D (Workers Compensation), E (Prof/Poll Liability).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@amengtest.com

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (ILLUSTRATION CERTIFICATE) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Rene LeVeaux)

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**American Engineering Testing, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**550 Cleveland Avenue North**

6 City, state, and ZIP code

**Saint Paul, Minnesota, 55114**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number										
4	1		-	0	9	7	7	5	2	1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>4/1/19</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

October 20, 2021

Proposal 21-1126

Mr. Kevin Mattson  
City of Corcoran  
8200 County Road 116  
Corcoran, MN 55340

Re: Proposal for Geotechnical Exploration, Corcoran Water Supply, Conveyance & Treatment, Corcoran, MN

Dear Mr. Mattson:

Haugo Geotechnical Services is pleased to submit this proposal to complete a geotechnical exploration for proposed Corcoran Water Supply, Conveyance & Treatment project in Corcoran, MN.

## Project

The City of Corcoran is requesting a geotechnical exploration for proposed Corcoran water supply, conveyance and treatment improvements located East of County Road 116 between County Road 30 and Stieg Road in Corcoran, MN. It is our understanding that a new water treatment plant, trunk main and either a ground storage tank or water tower will be constructed. We were provided with a Request for Proposal prepared by Stantec dated October 12, 2021 containing specific project requires. The scope in the RFP was changed in an email dated October 15, 2021.

Haugo Geotechnical Services does not have Cone Penetrometer Test (CPT) capabilities.

## Purpose

The purpose of our geotechnical exploration is to characterize subsurface soil and groundwater conditions and evaluate their suitability to support the proposed water treatment plant, water storage structure and utilities.

## Scope of Services

We will provide the following services to help meet the project purpose.

- Complete four (4) standard penetration test soil borings which will extend to nominal depths of 35 feet along the trunk main alignment.
- Complete six (6) standard penetration test soil borings which will extend to nominal depths of 50 feet at the water treatment plant site.
- Complete three (3) standard penetration test soil borings which will extend to nominal depths of 50 feet at the storage site.
- Seal borings in accordance with the Minnesota Department of Health requirements.
- Obtain GPS coordinates and elevations at the soil boring locations.
- Visually classify samples recovered from the soil borings.
- Perform up to (13) P200 content tests, (13) Atterberg limit tests, and (18) unconfined compression tests on selected samples.
- Prepare soil boring logs describing the soil types/classifications and results of water level measurements.
- Prepare an engineering report summarizing the soil condition and groundwater condition and recommendations for foundation and utility support.

Prior to advancing the soil borings we will contact Gopher State One Call and request they notify the appropriate utility vendors to mark and clear the exploration locations of underground utilities. We request you or your authorized representative notify Haugo Geotechnical Services of the presence of and location of any underground structures or utilities that are not the responsibility of public agencies.

## Estimated Cost

We will provide the Investigation/ Engineering services described in this proposal for an estimated fee of **\$23,725**.

## Additional Services

The soil borings may need to be extended if structurally unfavorable soil conditions have not been penetrated above the intended boring termination depths. If the borings need to be extended beyond their intended termination depths, we will charge an additional **\$16** per lineal foot beyond the original depth to 30', and **\$20** per lineal foot from 30' to 50', and **\$25** per lineal foot from 50'-100'. If deeper borings are required the borings may need to be sealed in accordance with Minnesota Department of Health requirements. We will charge **\$4** per lineal foot to seal the borings, if required. Additional mobilizations, if required, will be charged at **\$550** per mobilization. Snow removal, if required, will be invoice at **\$175** per hour. In the event that the site is not ready when our crew arrives, we will charge **\$180** per hour of stand-by time. Street sweeping or turf restoration, if requested, will be provided at an additional cost. If any private utilities are present on the site, we expect you to locate them in advance or notify us and we will have them located at an additional cost of **\$500** If they are not located, we will not be responsible for any damage to any unknown utilities. We will contact you prior to exceeding the budget and submit a change order summarizing the costs for your review and authorization.

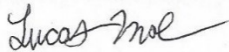
## General

Thank you for the opportunity to present this proposal to you. Please sign and return one copy as our authorization to proceed. We are including the Haugo GeoTechnical Services, General Conditions, which provide additional terms and are part of this agreement.

If you have any questions regarding this proposal and associated scope of services, please contact Lucas Mol at 612-297-4108 (lmol@Haugogts.com) or Paul Gionfriddo at 612-271-8185 (Pgionfriddo@Haugogts.com).

Sincerely,

HAUGO GEOTECHNICAL SERVICES



Lucas Mol  
Project Manager



Paul Gionfriddo, P.E.  
Senior Engineer

Attachments: Project Estimate  
General Conditions

## Authorization to Proceed

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

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

Name/Title/Company: \_\_\_\_\_

**Haugo GeoTechnical Services**  
**2825 Cedar Avenue South**  
**Minneapolis, MN 55407**  
**Website: www.Haugogts.com**

**HGTS Project #** 21-1126  
**Client:** City of Corcoran  
**Project:** Corcoran Water  
**Location:** Corcoran, MN  
**Date:** 20-Oct

**Table 1 Summary of Estimated Costs**

					QTY	UNITS	PRICE(\$)	SUM(\$)
	<b><u>BORINGS</u></b>	<b># BORINGS</b>	<b>DEPTH</b>					
500	MOBILIZATION				1	EACH	550	550
501	BORINGS - SPT DRILLING (0-30')	13	@ 30		390	LF	16	6240
501	BORINGS - SPT DRILLING (30-50')	9	@ 20		180	LF	20	3600
501	BORINGS - SPT DRILLING (30-50')	4	@ 5		20	LF	20	400
501	BORINGS - SPT DRILLING (50'-100')					LF	25	
501	SOIL BORINGS - SPT DRILLING					LF		
206	HAND AUGER PROBE					EACH	150	
513	SEAL BOREHOLES	1	590		590	LF	2	1180
	<b><u>REPORTS</u></b>							
690	GEOTECHNICAL REPORT				1	EACH	3000	3000
692	SUMMARY/BUILDABILITY LETTER					LS		
611B	BORING LOGS				13	EACH	40	520
	<b><u>ADDITION FIELD WORK</u></b>							
505	GPS SOIL BORINGS				1	LS	150	150
750	DAILY PER DIEM					DAY	300	
508	INSTALL PIEZOMETERS					EACH	250	
511	WATER LEVEL MEASUREMENTS					TRIP	120	
541	JARS/12 PER CASE**					CASE	25	
541A	ROCK CORE BOXES (WAX CARDBOARD)					EACH	10	
521	SNOW REMOVAL					HOUR	175	
528	SHELBY TUBE				18	EACH	70	1260
524	BITUMINIOUS PATCHING					LS	100	
	<b><u>LAB TESTING</u></b>							
408	MOISTURE CONTENT					TEST	10	
403	SIEVE ANALYSIS (BAG SAMPLE)					TEST	140	
407	#200 WASH				13	TEST	35	455
414	#200 WASH & FINE SIEVE					TEST	75	
	ATTERBURG				13	TEST	140	1820
	UNCONFINED COMPRESSION				18	TEST	180	3240
	<b><u>PROJECT DETAILS</u></b>							
503	UTILITY MEET				1	LS	150	150
503A	PRIVATE UTILITY LOCATE					LS		
	SAMPLE SHIPPING					LS		
602	PROJECT MANAGER				4	HOUR	110	440
518	MDH PROJECT PERMIT*				6	EACH	75	450
519	MDH PAPERWORK				3	HOUR	90	270
<b>TOTAL</b>							<b>\$</b>	<b>23,725.00</b>

**Additonal Services**

\*Minnesota sites, number of permits vary on boring location, required for 24.5' or greater borings

\*\*if needed, we will provide jars for the noted rate

Additional drilling services will be invoiced at the above noted rates.

We assume boring locations will be provided or staked

Snow removal, if required will be invoiced at \$175 per hour.

In the event that the site is not ready when our crew arrives, we will charge \$180 per hour of stand-by time. If any private utilities are present on site, we expect you to locate them in advance or notify us and we will have located at an additional cost.

Our agreement (“Agreement”) with you consists of these General Conditions and the accompanying written proposal or authorization.

## Section 1: Our Responsibilities

**1.1** We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**1.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

**1.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

**1.4** Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

**1.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

**1.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

**1.7** Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 2: Your Responsibilities

**2.1** You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

**2.2** You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

**2.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

**2.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

**2.5** Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treator, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

**2.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

**2.7** You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

## Section 3: Reports and Records

**3.1** We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

**3.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

**3.3** Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

**3.4** If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.



3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleaned of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

#### Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

#### Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

#### Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

#### Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

## STAFF REPORT

## Agenda Item 7g.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Brad Martens
<b>Topic:</b> Table PUD Amendment Request - Tavera	<b>Action Required:</b> Approval

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### Summary:

At the October 14<sup>th</sup> meeting, Council received a request for a PUD amendment for Tavera. After discussion, the item was tabled until the October 28<sup>th</sup> meeting and staff was directed to withhold all building and grading permits until an amended plan and resolution is approved.

Lennar has informed the City that they need more time to propose a solution and that the item be tabled further to the November 10<sup>th</sup> meeting.

### Financial/Budget:

N/A

### Council Action:

Continue to table the PUD Amendment Request originally discussed at the October 14, 2021 meeting at item 8a, to the November 10, 2021 City Council meeting; continue withholding all building and grading permits for Tavera until amended plan and resolution is approved.

### Attachments:

N/A

## STAFF REPORT

## Agenda Item 8a.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Brad Martens
<b>Topic:</b> Assessment Hearing Continuation – Corcoran Trail East/West Improvements Project	<b>Action Required:</b> Continue the Hearing; approval

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### Summary:

The City Council opened the assessment hearing at the October 14<sup>th</sup> meeting for the Corcoran Trail East/West Improvements project. After hearing from individuals, staff was directed to draft an amended resolution to defer assessments on two vacant properties which is attached to this report for consideration.

The project includes proposed assessments as follows:

- Properties accessing existing gravel to be new pavement: \$10,800
- Properties accessing existing pavement to be new pavement: \$3,600

These amounts reflect the 90% of the low range of the benefit per the approved special assessment policy. Additionally, the second category received a \$1,800 deduction credit per Council direction due to not receiving an overlay.

### Financial/Budget:

The estimated cost of the project is \$590,438.35 with proposed assessments in the amount of \$176,400. This results in an anticipated \$414,038.35 city contribution. That amount as well as the initial coverage of assessments will need to be paid out of the asphalt fund and 2022 budget asphalt line item.

### Options:

1. Continue the assessment hearing; approve resolution 2021-119 adopting the assessment roll for the Corcoran Trail East/West Street Improvements Project as presented.
2. Continue the assessment hearing; approve resolution 2021-119 adopting the assessment roll for the Corcoran Trail East/West Street Improvements Improvement Project with amendments.

### Recommendation:

Continue the assessment hearing; approve resolution 2021-119 adopting the assessment roll for the Corcoran Trail East/West Street Improvements Project as presented.

**Council Action:**

Continue the assessment hearing; consider a motion to approve resolution 2021-119 adopting the assessment roll for the Corcoran Trail East/West Street Improvements Project.

**Attachments:**

1. Resolution 2021-119

**RESOLUTION NO. 2021-119**

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

**RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR THE  
CORCORAN TRAIL EAST/WEST STREET IMPROVEMENTS PROJECT**

**WHEREAS**, Corcoran provided notice to property owners that the City Council would be considering adoption of the special assessment roll against benefitted properties at a regular meeting to be held on October 14, 2021 for the Corcoran Trail East/West Street Improvements Project; and

**WHEREAS**, pursuant to said notice, a hearing was held on October 14, 2021 and continued to and held on October 28, 2021; that the City Council considered comments from the affected property owners and determined to adopt the special assessment roll as provided to the public.

**NOW, THEREFORE**, the Corcoran City Council **RESOLVES** as follows:

- 1) Adopting the special assessment roll attached hereto as the official assessment roll for the Corcoran Trail East/West Street Improvements Project.
- 2) Such assessment is proposed to be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable with real estate taxes in 2022 and will bear interest at the rate of 2.37% percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
- 3) Providing that no interest shall be paid if the entire assessment is paid prior to certification of the assessment roll to the Hennepin County Auditor. Thereafter, the entire assessment amount remaining unpaid may be paid, together with interest accrued to December 31<sup>st</sup> of the year in which the payment is made. Such payment must be made before November 15<sup>th</sup> of any given year or interest will be charged through December 31<sup>st</sup> of the succeeding year. The right to partially prepay the assessment is not available.
- 4) The special assessment roll for the project contains two undeveloped properties, located at 7815 and 7795 Corcoran Trail West (the "Undeveloped Properties" or each an "Undeveloped Property"). The special assessments on the Undeveloped Properties shall be deferred until the respective development of the same. For the purposes of this Resolution, "development" shall occur upon issuance of a building permit for construction of a structure designed for human occupancy on an Undeveloped Property. In the event of such building permit issuance, the assessment contemplated within the attached roll shall become immediately due and payable, in full, to the City. Interest shall be charged on the deferred assessment amount, in the amount contemplated above, through the first ten (10) years of deferral, and thereafter no additional interest shall be charged. If development does not occur on an Undeveloped Property before January 1, 2042, the

**RESOLUTION NO. 2021-119**

assessment of that specific property pursuant to this Resolution 2021-119 shall be permanently cancelled.

- 5) The Administrative Services Director shall forthwith transmit a certified duplicate of this assessment to the Hennepin County Auditor to be extended on the property tax lists of the county. Such Assessments shall be collected and paid over in the same manner as other municipal taxes.

**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 28<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
**Tom McKee – Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jessica Beise – Administrative Services Director**

*City Seal*



105 South Fifth Avenue  
Suite 513  
Minneapolis, MN 55401

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

**TO:** Corcoran City Council

**FROM:** Kendra Lindahl, Landform

**DATE:** October 18, 2021 for the October 28, 2021 City Council Meeting

**RE:** Final Plat and Final Planned Unit Development (PUD) Plan for “Amberly 1<sup>st</sup> Addition” and “Bellwether 6<sup>th</sup> Addition” (PID 01-119-23-34-0002) (city file no. 21-037)

**REVIEW DEADLINE:** November 25, 2021

**1. Application Request**

The applicant, Pulte Homes, has requested approval of the final plat and final PUD development plan for Amberly 1<sup>st</sup> Addition and Bellwether 6<sup>th</sup> Addition. This phase plats the former Van Blaricom property into 87 lots. The preliminary approvals allow 192 lots and the remaining 105 lots will be platted in a future phase.

**2. Planning Commission Review**

On November 12, 2021, the Planning Commission reviewed the final PUD development plan and voted 3-0 to recommend approval.

**3. Background**

On July 22, 2021, the Council approved a rezoning to PUD, preliminary plat and preliminary plat for the project. The development will include 116 Bellwether lots and 76 single family lots that will be platted as “Amberly” subdivision. The land area includes two separate parcels totaling 77.22 acres.

On September 23, 2021, the City Council approved an early grading permit agreement to allow Pulte Homes to allow begin site grading and trunk sewer installation prior to final plat approval of the Amberly 1<sup>st</sup> / Bellwether 6<sup>th</sup> development.

**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 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.

This phase includes 62 lots in Bellwether 6<sup>th</sup> Addition and 25 lots in Amberly 1<sup>st</sup> Addition. The Bellwether 6<sup>th</sup> Addition includes dedication of the City park and homes nearest to the park. The Amberly homes in this phase are those in the northeast portion of Amberly and will include a new access onto Stieg Road. There is a master association for maintenance common areas (signs, boulevard irrigation and landscaping, etc.) in this phase. There will be a new association for Amberly and the Bellwether HOA documents will be amended to include this phase.

The Amberly 1<sup>st</sup> Addition portion of the development is 2.92 units per acre and the Bellwether 6<sup>th</sup> Addition portion of the development is 3.52 units per acre. This average density is within the 3-5 units per acre required for development in the Low Density Residential land use category.

##### Preliminary PUD Development Plan

###### *Design Standards*

The developer has been working with City staff to finalize the architecture for the homes in the development. The Bellwether products allowed in previous additions were approved by the Council for Bellwether 6<sup>th</sup> Addition. However, the Amberly single family neighborhood has different home types and was not granted PUD flexibility from the garage standards or architectural standards required by Section 1040.040, Subd. 8 of the Zoning Ordinance. The homes will be selected for each lot by the buyers and must comply with all design standards and PUD standards. Preliminary feedback has been provided to Pulte and they are working to bring the home plans into compliance prior to issuance of building permits.





### *Streets*

The City Engineer's memo notes that the Stieg Road improvements will be initiated with this phase of the project. A new street connection to Stieg Road will be provided in Amberly 1<sup>st</sup> Addition.

### *Utilities*

The City Engineer's memo provides detailed utility comments. This project will extend municipal sewer and water to serve this phase of the development. The dedication of the park land includes land for a future City well and water tower. A trunk watermain shall be stubbed to the southwest corner of the property.

### *Wetlands*

Section 1050.010 establishes standards for the wetland overlay district. This includes establishment of wetland buffer strips 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. Minor adjustments to the wetland buffer signs are required and have been included as a condition of approval.

The developer must provide a wetland buffer maintenance plan that defines how they will ensure establishment of the buffer and ensure that the buffer is maintained in perpetuity.

### *Landscaping*

The landscape plan shows compliance with the ordinance requirement of one tree per lot. Additional landscaping is provided along Stieg Road. A landscaped median island is provided at the entrance from Stieg Road. The applicant must enter into a maintenance and encroachment agreement for the landscaping in the public right-of-way, which will be maintained by the homeowners association.

### *Lighting*

Standard street lighting will be provided. 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*

This phase includes dedication of the City park land and a portion of the off-road trail. The plans show dedication of 5.67 net (8.15 gross) acres of park land. The pre-development net acreage of Amberly 1<sup>st</sup> Addition and Bellwether 6<sup>th</sup> addition is 28.52 acres, which would require 4.28 net acres of land dedication. The park land dedication satisfies all park dedication for these phase and the extra dedication (1.39 net acres) will be applied to future phases.

The park includes land for a new city well and water tower to be constructed by the City. After the park land is dedicated, the City Parks and Trails Commission will begin work on park design. This



design will likely happen in conjunction with the design of the well and water tower. The Pulte plans show a concept for how the park land could be developed, but this design has not been approved by the City.

A trail will be constructed on 130rd Avenue with this phase. No credit shall be given for the construction of this on-road trail. However, future phases of Amberly will include an off-road and credit will be given for that portion of the trail.

The plans must be revised to address the preliminary requirement that the sidewalk on 103<sup>rd</sup> Ave. be extended the entire length of the street to connect to 102<sup>nd</sup> Place adjacent to the park.

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

The applicant must provide a deed for the City park for review and approval by the City.

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 these two phases will be satisfied with park land dedication (park land).

#### *Final Plat*

The applicant is requesting approval of a final plat for 87 lots and seven outlots.

The final plat is consistent with the approved preliminary plat. The final plat requires City Council review only.

#### *Conclusion*

Staff finds that the proposed plan is 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 adopt the following:

- a. Resolution 2021-115 approving the final PUD development plan and
- b. Resolution 2021-116 approving the final plat and development contract



**Attachments**

1. Resolution 2021-115 approving the final PUD development plan and
2. Resolution 2021-116 approving the final plat and development contract
3. Development Contract
4. City engineer's memo dated September 29, 2021
5. Location map
6. Applicant's narrative dated July 23, 2021
7. Final PUD Development exhibits dated August 19, 2021
8. Grading Plans dated September 17, 2021
9. Final Plat dated September 17, 2021

**RESOLUTION NO. 2021-115**

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

**APPROVING FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR “AMBERLY 1<sup>ST</sup> ADDITION” AND “BELLWETHER 6<sup>TH</sup> ADDITION” (PID 01-119-23-34-0002) (CITY FILE NO. 21-037)**

WHEREAS, Pulte Homes of Minnesota, LLC (“the applicant”) has requested approval of a final PUD (planned unit development) plan for “Amberly 1<sup>st</sup> Addition” and “Bellwether 6<sup>th</sup> Addition” for 87 new residential lots and seven 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 87 lots and seven outlots for “Amberly 1<sup>st</sup> Addition” and “Bellwether 6<sup>th</sup> Addition”, in accordance with the plans and application received by the City on July 23, 2021 and additional information received on August 19, 2021, August 26, 2021 and September 17, 2021, except as amended by this resolution.
2. Approval is subject to the preliminary approvals (Resolutions 2021-81 and 2021-82).
3. The applicant shall comply with all requirements of the City Engineer’s memo dated September 29, 2021.
4. Lawn sprinklers/irrigation systems shall all have rain sensors to limit unnecessary watering.
5. The HOA shall be responsible for ensuring maintenance of:
  - a. Landscaping and any irrigation in the medians/islands
  - b. Landscaping and any irrigation in the common areas
  - c. Wetland/pond buffer areas
  - d. Stormwater ponds
  - e. Sidewalks
  - f. All common areas, including signage, lighting and landscaping in those areas.

**RESOLUTION NO. 2021-115**

6. PUD flexibility is granted to establish the following lot standards for this development:

	<b>Amberly (Van Blaricom) PUD</b>	<b>Bellwether PUD</b>
<b>Minimum lot area</b>	9,156 sq. ft.	5,000 sq. ft.
<b>Minimum lot width</b>	65 feet	44 feet
<b>Minimum Principal Structure Setbacks:</b>		
<b>Front, From Major Roadways*</b>	100 feet	100 feet
<b>Front, From all other streets</b>	25 feet	20 feet
<b>Front Porch (≤ 120 sq. ft.)</b>	15 feet	15 feet
<b>Side (living)</b>	7.5 feet	5 feet
<b>Side (garage)**</b>	7.5 feet	5 feet
<b>Rear</b>	30 feet	20 feet
<b>Maximum Principal Building Height</b>	35 feet	35 feet
<b>Minimum Driveway depth</b>	22 feet	22 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.

7. 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.
8. Mechanical equipment (including air conditioning units) must be located in the side or rear yard.
9. Driveways may not encroach in the drainage and utility easements on the side yards.
10. Decks are required to meet all structure setbacks, except that Section 1050.010 requires a 15-foot structure setback from the wetland buffer, but allows patios and decks to encroach a maximum of 6 feet into this structure setback.
11. The following items must be addressed prior to release of the final plat for recording:
  - a. The following documents must be provided by the applicant for review and approval by the City Attorney. The documents must be executed and recorded at Hennepin County:
    - i. Stormwater Maintenance Agreement
    - ii. Temporary Turnaround Easements for:
      1. 102nd Place
      2. 103rd Avenue
      3. 104th Place
      4. 105th Avenue
    - iii. Maintenance and Encroachment agreements for landscaping in the public right-of-way
    - iv. Homeowners Association documents

**RESOLUTION NO. 2021-115**

1. The Amberly HOA documents must be updated to remove references to “Hawthorne” when finalized.
  2. The amendment for Bellwether 6<sup>th</sup> Addition must be provided.
    - v. Trail Easement
    - vi. Dedication of City land (Outlot B)
    - vii. Development Contract.
- b. Detailed plans for the landscape island, including all plant materials, mulch and irrigation method, must be provided for City review and approval.
  - c. The house plan exhibit provided appears to show structures in Amberly 1<sup>st</sup> Addition that do not meet required setbacks and must be revised on:
    - i. Lot 3, Block 2
    - ii. Lot 4, Block 1
    - iii. Lot 8, Block 3.
  - d. A wetland buffer maintenance plan must be submitted for review and approval by the City.
  - e. The site plan and grading plan must be revised show the wetland buffers and setbacks with the house pads.
  - f. The wetland buffers monument locations must be revised to comply with City standards.
  - g. Trails shall not be located in wetland buffer areas. Trails are required to comply with the 5-foot buffer setback. The plans appear to comply but the setback must be dimensioned on the plans.
  - h. The applicant must provide a ghost plat for property to the west to ensure that the proposed street connection is feasible. The ghost plan does not grant nor imply any approval on the site.
  - i. 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. The applicant must submit a new plan sheet that shows tree preservation and disturbed areas (grading, utilities and landscaping etc.).
  - k. The sidewalk on 103<sup>rd</sup> Ave. shall extend the entire length of the street to connect to 102<sup>nd</sup> Place adjacent to the park.
  - l. The final alignment of the trail through the proposed park be determined by the City as part of the final design.
  - m. Park Dedication will be satisfied through contribution of land, pavement of trails, and cash-in-lieu of land, subject to the following conditions:

## RESOLUTION NO. 2021-115

- i. The City will accept the net area of park land and trail easements and the remainder as cash in lieu of land to satisfy park dedication requirements for this development.
- ii. A trail shall be constructed on the south side of Stieg Road as part of the Stieg Road improvement project. No park dedication credit shall be given for this trail within the right-of-way.
- iii. For Amberly 1<sup>st</sup> Addition and Bellwether 6<sup>th</sup> Addition, park dedication shall be the net area of the City park for the 87 lots in this phase. The 5.67 net acres of land dedicated as public park exceeds 4.28 acres of park land dedication required for these two plats and the additional land will be credited to future phases.
- iv. Park dedication for future phases shall include dedication of the future trail and cash-in-lieu of land and shall be subject to park dedication fees in place when the final plat is released for recording.

12. 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 developer shall provide centralized mailbox locations. A mailbox plan shall be provided for City review and approval.
- c. The single family homes must comply with the standards in Section 1040.040, Subd. 8, except as specifically modified by this resolution.
- d. All Design Requirements for the RSF-3 district described in Section 1040.050 shall be met, except that PUD flexibility shall be provided to
  - i. In the Bellwether development the garages on the 34-foot wide homes on the 44-foot and the 50-foot wide homes on the 60-foot lots may exceed more than 55 percent of the viewable ground floor street-facing linear building frontage. The 40-foot wide homes on the 50-foot lots shall comply with the garage standards. In exchange for this flexibility:
    1. Garage door colors shall be compatible with the building colors.
    2. Architectural elements shall be added above the garage to de-emphasize the garage doors where possible.
    3. Garage doors shall be architecturally styled to match the exterior of the home.
  - ii. Amberly homes shall comply with garage standards.
  - iii. Allow flexibility from the standard that requires architectural upgrades to all four sides of the building for the Bellwether portion of the site only, based on the following conditions:

## RESOLUTION NO. 2021-115

1. The applicant shall provide equal architectural treatment on the elevations of a home that face a public right-of-way or park at the locations shown in the exhibit titled "Architectural Design Flexibility Requested" (in the staff report). The applicant will be allowed flexibility for materiality on those areas identified for "upgraded trim only". For example, if three sides of the home face a public right-of-way or park, then equal architectural treatment shall be provided on those three sides of the building as at the level described in the exhibit and previously allowed in Bellwether.
2. The applicant shall provide staff with elevation details for all current home styles prior to submittal of the final PUD development plan.
  - e. Building plans must provide elevations with colors, material details and percentages on the elevations to confirm compliance with ordinance standards.
  - f. 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.
  - g. No signage is proposed or approved for this phase. Any development signage requires a sign permit and must comply with the standards in Section 84 of the City Code.
  - h. 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
  - i. 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.
  - j. Parking shall be permitted on one side of the local streets and shall be signed in accordance with city standards.
  - k. All utility facilities shall be located underground.
  - l. Barricades and signage indicating future extension shall be installed, consistent with Section 945.010, Subd. 19 of the Subdivision Ordinance.
13. Any request for the City to inspect the required landscaping in order to reduce financial guarantees must be accompanied by recertification/verification of field inspection by the project Landscape Architect. A letter signed by the project Landscape Architect verifying plantings (including wetland and pond buffers) have been correctly installed in compliance with the plans and specifications will suffice.



**RESOLUTION NO. 2021-115**

**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 28<sup>th</sup> day of October 2021.

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

**ATTEST:**

\_\_\_\_\_  
Jessica Beise – Administrative Services Director

*City Seal*

**RESOLUTION NO. 2021-115**

**Attachment A**

That part of the East Half of the Southwest Quarter of Section 1, Township 119, Range 23, Hennepin County, Minnesota lying southwesterly of a line described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter, a distance of 1504.50 feet to the beginning of the line to be described; thence southeasterly along a tangential curve concave to the south having a radius of 593.55 feet and a central angle of 30 degrees 03 minutes 52 seconds, a distance of 311.45 feet; thence southeast tangent to said curve, a distance of 477.04 feet; thence southeasterly along a tangential curve concave to the northeast having a radius of 10753.34 feet and a central angle of 2 degrees 39 minutes 53 seconds, a distance of 500.14 feet to the east line of said East Half of the Southwest Quarter and said line there terminating. Containing 74.57 acres.

**RESOLUTION NO. 2021-116**

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

**APPROVING FINAL PLAT AND DEVELOPMENT CONTRACT FOR “AMBERLY 1<sup>ST</sup> ADDITION” AND “BELLWETHER 6<sup>TH</sup> ADDITION” (PID 01-119-23-34-0002) (CITY FILE NO. 21-037)**

WHEREAS, Pulte Homes of Minnesota, LLC (“the applicant”) has requested approval of a final plat for “Amberly 1<sup>st</sup> Addition” and “Bellwether 6<sup>th</sup> Addition” for 87 new residential lots and seven 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 plats for “Amberly 1<sup>st</sup> Addition” and “Bellwether 6<sup>th</sup> Addition”, subject to the following conditions:

1. A final plat is approved to create 87 lots and seven outlots for “Amberly 1<sup>st</sup> Addition” and “Bellwether 6<sup>th</sup> Addition”, in accordance with the plans and application received by the City on July 23, 2021 and additional information received on August 19, 2021, August 26, 2021 and September 17, 2021, except as amended by this resolution.
2. Approval is contingent upon City Council approval of the final PUD development plan.
3. The applicant must submit a revised preliminary plat addressing the preliminary plat conditions.
4. The development contract must be executed by the developer and the City and must be filed with the final plat.
5. Development is subject to all conditions of the preliminary approvals (Resolutions 2021-81 and 2021-82).
6. 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.
7. Park dedication shall be a combination of land and cash-in-lieu of land as described in Resolution 2021-115.
8. The applicant shall comply with all requirements of the City Engineer’s memo dated September 29, 2021.

**RESOLUTION NO. 2021-116**

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

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 for:
    - i. 102nd Place
    - ii. 103rd Avenue
    - iii. 104th Place
    - iv. 105th Avenue
  - c. Maintenance and Encroachment agreements for landscaping in the public right-of-way
  - d. Homeowners Association documents
  - e. Trail Easement
  - f. Dedication of City land (Outlot B)
  - g. Development Contract.
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. 2021-116**

**Whereupon, said Resolution is hereby declared adopted on this 28<sup>th</sup> day of October 2021.**

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

**ATTEST:**

\_\_\_\_\_  
**Jessica Beise – Administrative Services Director**

***City Seal***

**RESOLUTION NO. 2021-116**

**Attachment A**

That part of the East Half of the Southwest Quarter of Section 1, Township 119, Range 23, Hennepin County, Minnesota lying southwesterly of a line described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter, a distance of 1504.50 feet to the beginning of the line to be described; thence southeasterly along a tangential curve concave to the south having a radius of 593.55 feet and a central angle of 30 degrees 03 minutes 52 seconds, a distance of 311.45 feet; thence southeast tangent to said curve, a distance of 477.04 feet; thence southeasterly along a tangential curve concave to the northeast having a radius of 10753.34 feet and a central angle of 2 degrees 39 minutes 53 seconds, a distance of 500.14 feet to the east line of said East Half of the Southwest Quarter and said line there terminating. Containing 74.57 acres.

(reserved for recording information)

## DEVELOPMENT CONTRACT

(Developer Installed Improvements)

### *AMBERLY 1<sup>ST</sup> ADDITION AND BELLWETHER 6<sup>TH</sup> ADDITION*

**CONTRACT** dated \_\_\_\_\_, 2021, by and between the **CITY OF CORCORAN**, a Minnesota municipal corporation (“City”), and \_\_\_\_\_ (the “Developer”).

- 1. REQUEST FOR PLAT APPROVAL.** The Developer has asked the City to approve a plat for Amberly 1<sup>st</sup> Addition and a plat for Bellwether 6<sup>th</sup> Addition (referred to in this Contract collectively as the "plats" or each a “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 plats 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) both plats, 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 either 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 plats 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 either 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 plats 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, dated September 17, 2021
  - Plan B – Final Grading, Drainage, and Erosion Control Plan, dated September 17, 2021
  - Plan C – Final Tree Preservation and Reforestation Plan, dated August 19, 2021
  - Plan D – Plans and Specifications for Public Improvements, dated September 17, 2021
  - Plan E – Final Street Lighting Plan, September 17, 2021
  - Plan F – Final Landscape Plan, dated August 19, 2021
  - Plan G – Permanent Traffic Control Plan, dated August 19, 2021
  - Plan H – Revised Preliminary Plat, dated
  
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 and Stieg Road. The County Road 116 public improvements will be designed in partnership with the City and Hennepin County. The developer also agrees to fund off-site improvements as noted in this agreement.

The City shall design, bid and manage the project and the developer shall pay for the following improvement, which shall be paid at the time the final plats are released for recording unless otherwise noted:

The developer shall provide a financial guarantee to the City for the cost of the Stieg Road improvements (estimated at \$2,260,000). The development contract will include \$1,950,000 in the letter of credit and a cash escrow of \$310,000. When the City bids the project, the City will reduce the letter of credit and require the developer to provide cash escrow based on the final bid amount.

The Developer shall be responsible for \$100,000 to be used for regional stormwater improvements. The developer has provided for stormwater infrastructure to provide treatment for a portion of future Stieg Road Improvements to the west of the development boundary. The costs for the onsite infrastructure improvements is calculated to be \$35,405.11. The cost of these improvements should be subtracted from the developer's stormwater contribution. The remaining developer responsibility in the form of cash shall be \$64,594.89.

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 vs 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*
  - *NPDES Permits*
  - *MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal*
  - *MPCA Sanitary Sewer Extension*
  - *DNR for Dewatering and Work in Protected Waters*
  - *City of Corcoran for Building Permits*
  - *Watershed Permits*
  - *Wetland Conservation Act 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 phase I until 80% of the homes in phase I 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 both plats to perform all work and inspections deemed appropriate by the City in conjunction with each plat's development.
14. **CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via *Stieg Road*. No construction traffic is permitted on other adjacent local streets.
15. **GRADING PLAN.** The plats 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. No development, utility or street construction will be allowed and no building permits will be issued unless both plats are in full compliance with the approved grading drainage and erosion control plan.
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 both plats are 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 final plats. Credit shall be given for the net area of the park. The 5.67 net acres of land dedicated as public park exceeds 4.28 acres of park land dedication required for these two plats and the additional land will be credited to future phases. The charge was calculated in accordance with Section 955 of the City's Subdivision Ordinance.
20. **WATERMAIN / STORAGE TRUNK LINE AREA CHARGE (TLAC).** These plats are subject to a watermain/storage trunk line area charge (TLAC). The charge is calculated as follows: 26.39 net acres (based on pre-developable area) 16,789.00 per acre = \$443,061.71 for Amberly 1<sup>st</sup> Addition and Bellwether 6<sup>th</sup> Addition. Future phases shall be cash with the final plat for each future phase subject to the then-current rates.
21. **WATER CONNECTION CHARGE.** These plats are subject to a water connection charge calculated as follows: 87 units x \$ 1,219.00 per unit = \$106,053.00. 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).** These plats are subject to a sanitary sewer trunk line area charge (TLAC). The charge is calculated as follows: The charge is calculated as follows: 26.39 net acres (based on pre-developable area) x \$7,189.00 per acre = \$189,717.71 for Amberly 1<sup>st</sup> Addition and Bellwether 6<sup>th</sup> Addition. 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.** These plats are subject to a sanitary sewer connection charge calculated as follows: 87 units x \$ 1,219.00 per unit = \$106,053.00. 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. **CREDIT FOR INFRASTRUCTURE** The Developer is eligible for credit for oversizing and overdepth of sanitary sewer and oversizing the watermain where directed by the City. Eligible oversizing credits for onsite improvements will be determined by comparing the City Engineer's estimated costs for required infrastructure against standard sewer construction project costs developed by the City Engineer for the minimum required line size and depth constructed in similar conditions. The developer shall also be eligible for credit of the raw water conveyance system. If as a result of future water planning, modifications to the water distribution or raw water conveyance system are made, the subsequent changes to the credits provided shall be made based on the actual system installed.

The City estimates that the credits shall be a total of \$678,285 in sewer TLAC credits and \$452,322 in water TLAC credits. These credit shall be applied at each stage of the development until the credits are exhausted.

For Phase 1 the credits shall be applied as follows:

Sewer TLAC = \$189,717.71 (Phase 1 TLAC) - \$678,285 = \$548,567.29 (Credit remaining)

Water TLAC = \$443,061.71 (Phase 1 TLAC) - \$452,322 = \$9,260.29 (Credit remaining)

25. **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 one model home in Amberly on a lot acceptable to the City Planner may be issued a certificate of occupancy if needed for the Parade of Homes.
- B. Other than the approved model home, no building permit shall be issued until municipal utilities and street subgrade and base in the plats are installed. Access must be maintained continuously following the issuance of the building permit.
- 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. The Developer shall comply with the City of Corcoran Engineering Design Standards.
- E. 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 either or both plats.
- F. 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.

26. **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.

27. **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.

28. **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 both plats, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plats, 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 plats. 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 approval and development of either or both plats. 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, an entire plat, both plats, or any part of either plat.

- 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.

**29. SPECIAL PROVISIONS.** The following special provisions shall apply to development of both plats:

- A. Compliance with the conditions of the PUD Preliminary Development Plan (Resolution 2021-81) and Preliminary Plat approval (Resolution 2021-82).
- B. Before the City signs the final plat for either plat, the Developer shall convey the Park to the City by warranty deed, free and clear of any and all encumbrances.
- C. The Developer shall install a temporary turnaround on the end of *102nd Place, 103rd Avenue, 104th Place and 105th Avenue* until it is extended with the second phase of the development. Before the City signs the final plat for either plat, the Developer shall furnish the City an appropriately executed temporary turnaround easement, in recordable form.
- D. The Developer shall post a **\$8,700** security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: **87** 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 for each plat prior to installation of any subdivision identification signs.
- F. The Developer shall supply a complete set of the approved construction plans for each plat in an AutoCAD.DWG electronic file format before the preconstruction conference.
- G. The Developer shall include the "City of Corcoran's Standard Detail Specifications" (all applicable sections) in the contract documents of their improvement project.
- H. Other requirements:

**30. 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, an entire plat, both plats or any part of either plat. 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 each of the final plats.
- 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 plats. 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 affected by either or both plats. 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 plats comply 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 either plat does not comply, the City may, at its option, refuse to allow construction or development work in either or both plats until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

**31. 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 against either or both plats.

**32. 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.

**33. 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 **\$8,491,843.54**, 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 related to both plats; 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 of both plats 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**

<b>ITEM</b>	<b>City Project No. _____ (1)</b>	<b>Developer Installed (2)</b>	<b>Private (3)</b>	<b>Total</b>
Street Construction*	\$1,950,000.00	\$1,492,204.15		\$3,442,204.15
Sanitary Sewer System		\$2,407,717.13		\$2,407,717.13
Watermain System		\$1,053,359.35		\$1,053,359.35
Storm Sewer System		\$892,514.91		\$892,514.91
Boulevard and Drainage Swale Sod		\$0.00		\$0.00
Pond Construction		\$0.00		\$0.00
Rain Garden		\$0.00		\$0.00
Street and Traffic Control Signs		\$0.00		\$0.00
Sidewalk Improvements		\$0.00		\$0.00
Trail Improvements		\$0.00		\$0.00
Landscaping		\$202,767.00		\$202,767.00
Street Lighting		\$0.00		\$0.00
Site Grading & Drainage Imp.**		\$0.00		\$0.00
Setting Iron Monuments		\$8,700.00		\$8,700.00
Tree Preservation and Reforestation		\$0.00		\$0.00
Wetland Buffer Monuments		\$0.00		\$0.00
<b>SUB-TOTAL:</b>	<b>\$1,950,000.00</b>	<b>\$6,057,262.54</b>		<b>\$8,007,262.54</b>
Design, Admin, Insp, As-Builts (8%)		\$484,581.00		\$484,581.00
<b>Total:</b>		<b>\$6,541,843.54</b>		<b>\$8,491,843.54</b>
<b>Total Project Cost</b>	<b>\$8,491,843.54</b>			

- (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 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.

34. 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.

35. **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)*	\$	0
Sanitary Sewer Trunk line area charge (TLAC)*		0
Regional Stormwater		64,594.89
Engineering Escrow		75,000.00
Design Escrow – Stieg Road Improvements		<u>310,000.00</u>
<b>TOTAL CASH REQUIREMENTS LEVIED:</b>	<b>\$</b>	<b>449,594.89</b>

*\*Phase 1 amount due after credits. Remaining credits will be applied to future phases.*

36. **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**

That part of the East Half of the Southwest Quarter of Section 1, Township 119, Range 23, Hennepin County, Minnesota lying southwesterly of a line described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter, a distance of 1504.50 feet to the beginning of the line to be described; thence southeasterly along a tangential curve concave to the south having a radius of 593.55 feet and a central angle of 30 degrees 03 minutes 52 seconds, a distance of 311.45 feet; thence southeast tangent to said curve, a distance of 477.04 feet; thence southeasterly along a tangential curve concave to the northeast having a radius of 10753.34 feet and a central angle of 2 degrees 39 minutes 53 seconds, a distance of 500.14 feet to the east line of said East Half of the Southwest Quarter and said line there terminating. Containing 74.57 acres.

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To:	Kevin Mattson, City of Corcoran	From:	Kent Torve, City Engineer Steve Hegland, PE
Project:	Overall Amberly and Amberly 1 <sup>st</sup> Addition and Bellwether 6 <sup>th</sup> Addition Plan Reviews	Date:	September 29, 2021

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**Exhibits:**

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

1. Density Exhibits (3) Amberly 1<sup>st</sup> Addition, prepared by Sathre-Bergquist, Inc.
  - a. Amberly - Pre Development Density.pdf
  - b. Amberly - Post Development Density.pdf
  - c. Amberly - Met Council Density.pdf
2. Amberly Incomplete Items Folder Amberly 1<sup>st</sup> Addition, prepared by Sathre-Bergquist, Inc.
  - a. Amberly - Signage & Lighting Exhibit.pdf
  - b. BW 6TH - Amberly - Landscape Plan.pdf
  - c. BW 6TH - Amberly - Tree Survey.pdf
3. Amberly 1<sup>st</sup> Addition Plans, prepared by Sathre-Bergquist, Inc., dated September 15<sup>th</sup>, 2021.
4. Bellwether 6<sup>th</sup> Addition Plans, prepared by Sathre-Bergquist, Inc., dated September 15<sup>th</sup>, 2021
5. Specifications for Amberly, prepared by Sathre-Bergquist, Inc., dated July 20<sup>th</sup>, 2021.
6. Alta/NSPS Land Title Survey, prepared by Sathre-Bergquist, Inc., dated February 15<sup>th</sup>, 2021
7. Bellwether 6<sup>th</sup> Addition Plat, prepared by Sathre-Bergquist, Inc., No date provided
8. Amberley 1<sup>st</sup> Addition Plat, prepared by Sathre-Bergquist Inc., No date provided
9. Van Blaricom Development – Stormwater Management Plan, prepared by AE2S, dated September 2021.
10. Bellwether Development – Stormwater Management Plan, prepared by AE2S, dated Updated September 2021.
11. Comment Response Letter, prepared by Sathre-Bergquist, Inc., dated September 17<sup>th</sup>, 2021.

**Overall Stormwater/Grading (to be addressed for early grading):**

1. EOF's for storm sewer from A29, A30 and B12 listed as high points in swale when in reality they will overtop north onto Steig Road. Label the EOF's accordingly so it is clear on grading plan.
2. Top of berm west of Pond 1SW should be 1' above EOF (927.1),



3. Raise roadway on 103<sup>rd</sup> Ave so that low point in the road is at least 3' above the NWL of Pond 2SW to ensure it is above the HWL of the pond and the subbase is not below the NWL if additional sand is necessary.
4. All trails to be 1' above HWL.
  - o Pond 3SW HWL is elevation 923.7 after updates to hydrology. Therefore, the trail must be elevated to at least 924.7. It seems EOF has been adjusted on grading plans, but portions of the trail are still at 924.5 on the profile. Please elevate trail to no lower than 924.7 in this area.
5. Provide additional spot elevations at lot corners for lots on Northwood Ln adjacent to ponds 3SW and 4SW
6. Grading within the park shall be a 2% minimum. Area southeast of mitigated wetland #6 are less than 2%.
7. Grading along the west property line north of 104th Place and south of Wetland #1 appears to be trapped and does not drain. The high point at 927 between the northern most lot and second northern most lot does not have 2% drainage in either direction.
8. The homes to the NW of 103<sup>rd</sup> Ave between stations 21+50 and 23+00 have a 3:1 slope in the back yard from the rear of the pad itself. A small wall will be necessary to make this area 4:1 or flatter. Any wall shall be owned and maintained by the HOA or private residences.
9. Temporary drainage shall be identified on the grading plan for the lots south of Wetland 1 until that phase is constructed and permanent storm sewer is stubbed to this area. This may include temporary piping or ditching to divert water to the SE.
10. There is an extra 922 contour around ponds 3SW and 4SW on grading plan.
11. Grading plans shall include a note that temporary grading measures may be necessary at road low points. The contractor shall make adjustments as directed by the city in the field to ensure these areas drain properly and do not create erosion control issues with the site.
12. All drainage swales shall maintain a minimum of 2% slope and all slopes should be 4:1 or flatter.
13. Provide copy of NPDES Permit prior to any onsite disturbance activities.
14. Clearly show trees to be preserved on the grading plan and show protective fencing to be placed around trees to identify them for protection.

**General:**

1. A written response letter from the engineer shall be provided with text explanation/clarifications for how all items were addressed.
2. Stormwater operation and maintenance agreement will be required at time of final plat approval.
3. LOMR-F process will need to be followed for those lots where floodplain boundary encroaches and does not correspond with finished grading.
4. 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.

5. Street lighting and signage locations shall be reviewed by public safety and comments will be provided.

**Plat:**

1. Provide Drainage & Utility easement over entirety of Outlots.
  - o If Outlot F is not deeded to the city, provide D&U easement.
2. Provide trail easements.
3. Provide easement for temporary cul-de-sacs.
4. Ghost plat should be provided to future lots west of 104th Place to ensure stub is in the correct location.
5. Provide additional easement for drainage swale on south side of Lot 9 Block
6. Provide additional easement for raw watermain at lot 17 block 2 to accommodate hydrant excavation.
7. Provide adequate easement from sanitary MH 37 to MH 38.
8. Provide adequate easement from sanitary MH 38 to MH 20.
9. Provide adequate easement for storm structures F2 to F3.
10. An encroachment agreement will be necessary for any privately owned infrastructure placed within the ROW or city held easement. These shall be clearly shown on the plans and shall have prior city approval before installation.

**Overall Stormwater/Grading:**

1. Wetland 4 is proposed to outlet to the southeast via a piped outlet in the previous phases of Bellwether preliminary plat. The outlet should be installed with this phasing if stormwater will be directed to Wetland #4. Show EOF to Wetland 4.
2. Outlet to wetland #6 shall be installed as part of the 6<sup>th</sup> addition.
3. Irrigation reuse, if used on lots, should be used over the entirety of the lots and not just portions.
4. Details on irrigation reuse system shall be provided including backup water source, pumping system location, irrigation line locations, etc.
5. Water quality standards will be further reviewed by the Elm Creek Watershed. Any updates to the stormwater management plan shall be provided to the city.
6. Storm Sewer Comments
  - o Pipe velocity should be a minimum of 3ft/s to maintain a self-cleaning velocity. B11-B12 is at less than 1ft/s. Please provide self-cleaning velocities and ensure pipe is not oversized as proposed. 21" seems large for draining single inlet.
  - o Many inlet structures are receiving more than 2-2.5 cfs or exceeding 6 feet of spread in the street. Add additional inlets or adjust spacing to reduce spread to less than 6 feet for roadway inlets. Please note that bypassing flow does not allow exceeding spread requirements.
  - o Provide Hydraulic Toolbox Calculations to verify spread calculation adjustments noted in storm sewer calculations.

7. Placement of fill within the park areas shall be compacted and documented in the areas adjacent to the proposed parking lot and water tower site. If unsuitable soils are encountered in these areas, it should be removed prior to placement of the fill.
8. Additional discussions shall be had with city staff on grading sideyards between slab on grade units to reduce slope at rear of lots.
9. All pedestrian ramps shall be ADA compliant and detailed designs shall be provided for all landings showing elevations in compliance with those requirements.
10. Provide slotted weir elevation on plan detail for 2SW.
11. Sheet 15 of 26 – Final Storm Sewer Plan still shows Wetland #2's (WET-4 AE2S) BFE as 918.1 rather than 918.2. Please correct all inconsistencies.
12. Plans indicate inlet and outlet pipe to 3SW and 4SW are 15", but modeling has them as 24". Adjust model and/or plans to be consistent.
13. Provide documentation of MPCA Construction Stormwater Permit coverage prior to being authorized to perform any onsite activities. Comment response letter indicated this was already provided but was not found in submittal.

#### SWPPP

1. A SWPPP in compliance with MPCA Construction Stormwater Permit is required for Bellwether 6<sup>th</sup> Addition/Amberly 1<sup>st</sup> Addition. Erosion control will be evaluated when SWPPP is provided.
  - o Provide erosion blanket for all slopes 4:1 or steeper.
  - o Inlet protection does not account for changes to storm sewer. See sheet 19 of 26 – Final Erosion Control plan.
2. Provide documentation of MPCA Construction Stormwater Permit coverage prior to being authorized to perform any onsite activities. Comment response letter indicated this was already provided but was not found in submittal.

#### Transportation

1. It is anticipated that the Steig Road Improvements will be initiated with the 1<sup>st</sup> phase of development.
2. Show a road profile for 104<sup>th</sup> Place to west. It appears roadway and subsequent grading may need to be stopped short to allow for potential vertical curve for future development.
3. The following comments are specific to the Stieg Road overlay improvements memo by Pulte Homes dated August 12, 2021
  - a. We recommend that Braun intertech provide gradation tests on the existing gravel section to determine its suitability for reuse in its current condition or if the aggregate should be amended in any way.
  - b. A pavement design (existing roadway section with proposed improvements) in accordance with the State Aid Design Manual should be used as the basis for the road section of Stieg Road to ensure the roadway is improved properly during the interim condition and does not become a maintenance liability.

- c. Braun Intertec should provide a recommended subgrade design R-value for the existing subgrade to be used in these calculations.
- d. Westbound right and left turn lanes should be incorporated onto Steig Road at County Road 116 even if they are not to the full typical design length.
- e. Constructing the roadway over substandard soils and then overlaying fatigued pavement is not recommended as it is likely to prematurely fail over time and become a maintenance liability for the city. Any substandard soils should be addressed prior to paving and any failing pavement should be fully removed, the underlying cause of failure addressed and repaved.

### **Bellwether 6<sup>th</sup> Addition:**

#### 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. Use of the trail for a secondary emergency access shall be coordinated with public safety. Breakaway bollards or other improvements will likely be necessary to delineate trail entrance.
3. Sidewalk along 103<sup>rd</sup> Ave just west of the park should be added back into the plan set. Hydrant in front of lot 10 block 1 should be rotated around the radius and be connected to 102<sup>nd</sup> place and be north of ped landing. Hydrant between lots 13 and 14 block 1 should be moved to approximate station 25+80 and stubbed to west side of road behind trail. Verify hydrant spacing is still met for all homes.
4. Eliminate grade breaks in trail profile and use vertical curves for bituminous trail design.
5. Trail ped ramps at intersection of 103<sup>rd</sup> avenue and 102<sup>nd</sup> place to line up and drive access will be finalized with park plan in future.

#### General/Site Plans

1. Services shall be provided to the park for water, sanitary sewer, telecommunications, gas, electric and all other small utilities for future park amenities.

#### Watermain/Sanitary Sewer

1. The trunk watermain should be stubbed to the southwest of the site along the same alignment as the trunk sanitary sewer and raw water line.
2. Directionally drilled watermain should be fused PVC so material is consistent. Contact city for specifications used in previous projects.
3. Hydrant spacing to be reviewed by public safety.
4. Hydrant near station 31+00 on 102<sup>nd</sup> Place to be on west side of street.
5. Plans should show 30" sewer to the southwestern endpoint at property line.
6. Sanitary sewer alignment from MH T24 to stub west of 104<sup>th</sup> place to be at minimum grade allowed per ten states standards.

7. Revise risers on 103<sup>rd</sup> avenue to appear correctly.
8. All trunk sanitary sewer shall be C-900 with ductile tees and services
  - a. DIP to PVC transition bend shall be used at end of riser. End of riser to building connection shall be schedule 40 PVC
9. Electrical utility layout shall accommodate 480V, three-phase power being provided to the well site (the water tower only requires single phase, 120/240V)
10. Raw water line should be drilled through Wetland 4 on Sheet 10 to ensure the backyards are not dug up during a future phase.
11. Directionally drilled watermain should be fused PVC so material is consistent. Pipe shall be a fused C900 PVC. City can share specifications for recently completed city project with the material.
12. Between sanitary manholes T23-T25 the newly aligned watermain should be 10' from the southern D&U easement boundary.
13. Raw water line along west of Pond 1SW and to the north may conflict with trees to be saved. Line may need to be moved east and additional easement provided or line should be directionally bored to avoid conflict.

#### Stormwater

1. Draintile for sumps to be connected to storm structures.
  - o Revise outlet for draintile at lots 23 to 26 Block 2 to outlet next to FES E1
2. Sumps will be required in all storm structures with drops of 18" or greater as well as the last accessible structures prior to stormwater basins. Add sumps to the following structures:
  - o CBMH D6
2. Clarify storm sewer grade from D7 to D6. Plan and profile views are conflicting.
3. Top of casting elevations for OCS K7 do not match on the profile view and detail, revise.
4. Several storm structures appear to be below grade in the profile views, verify top of casting elevations are correct.
5. Draintile cleanouts to be located at property lines where feasible.
6. Show all watermain crossings in profile view, insulate crossings with 18" or less separation. Possible conflicts at the following structures:
  - o J3
  - o D3
  - o E7 to E6

#### **Amberley 1<sup>st</sup> Addition:**

#### Transportation

1. Transportation improvements outside of plat boundary are anticipated to be a City-led project. If so, the developer shall establish an escrow prior to the project being designed and publicly bid.

### Watermain/Sanitary Sewer

1. Provide valve at stub north of Stieg Road. Stub to be 12"
2. Hydrant spacing to be reviewed by public safety.
  - a. Hydrant required along Stieg Road.
3. 12" watermain to be stubbed to NW corner of property (future phase)
4. Outside drop required for MH 20.
5. It is recommended that utilities extended past the end of the temporary cul-de-sacs to avoid issues with future connections.
6. Provide insulation for all storm sewer crossing with 18" or less separation.
7. Provide adequate easement from MH 38 to MH 20.
8. Raw water line along Stieg Road will be required to be installed with this phase.
9. At the NW corner of the development, the 90 degree bend should be a sweeping bend with the hydrant tee to the west along the southern leg of the bend.

### Stormwater

1. Sumps will be required in all storm structures with drops of 18" or greater as well as the last accessible structures prior to stormwater basins. Provide sumps for the following structures:
  - o CBMH B6
2. Revise rim elevation of CBMH B16
3. TC elevation of OCS K2 in profile does not match detail, revise.
4. Show all watermain crossings in profile views.
5. Extend storm sewer to rear yards of lots 7 to 2 block 1 for drain tile sump connections. Drain tile shall not outlet directly to pond.

**End of Comments**



# Hennepin County Property Map

Date: 9/30/2021



PARCEL ID: 0111923340002

OWNER NAME: Pulte Homes Of Minnesota Llc

PARCEL ADDRESS: 52 Address Unassigned,  
Corcoran MN 00000

PARCEL AREA: 73.48 acres, 3,200,593 sq ft

A-T-B: Abstract

SALE PRICE:

SALE DATA:

SALE CODE:

ASSESSED 2020, PAYABLE 2021

PROPERTY TYPE: Farm

HOMESTEAD: Non-Homestead

MARKET VALUE: \$467,500

TAX TOTAL: \$5,017.60

ASSESSED 2021, PAYABLE 2022

PROPERTY TYPE: Farm

HOMESTEAD: Non-homestead

MARKET VALUE: \$471,600

## 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



# **“AMBERLEY & BELLWETHER”**

**APPLICATION FOR:  
Final Plat PUD**

**CORCORAN, MINNESOTA  
July 23, 2021**

## **Introduction**

The Pulte Group (“Pulte”) is pleased to be submitting this application.

Pulte’s company vision is **“Building Consumer Inspired Homes and Communities to Make Lives Better”**. We are a reputable homebuilder with corporate offices in Atlanta, Georgia. We currently operate under three distinct brands of homebuilding throughout the country: Pulte Homes, Centex Homes, and Del Webb. Pulte’s Minnesota Division has an office in Eden Prairie and will build about 700 homes in the Twin Cities in 2021 under the Pulte Homes and Del Webb brands.

Pulte will act as both developer of the property and builder of the homes. The primary contacts for Pulte are:

Paul Heuer, Director of Land Planning & Entitlement  
Dean Lotter, Manager of Land Planning and Entitlement  
7500 Flying Cloud Drive, Suite 670  
Eden Prairie, MN 55344

The owners of the properties are:

Claudia Taylor for Van Blaricom Trust  
415 City View Drive  
Minnetonka, MN 55305

## **The Property**

Van Blaricom:  
01-119-23-34-0002



# Key Facts

- Lots
  - Van Blaricom property
    - i. Bellwether 6<sup>th</sup> lots (44', 50', 60')      62
    - ii. Amberley 1st (65')      25
    - iii. Total      87
- Comp Plan Guidance is Low Density Residential
- Proposed zoning is PUD
- Key property areas:
  - Gross area – Van Blaricom      74.58 ac
  - Gross density      2.5 units/ac
  - Wetlands      6.11 ac
  - Stieg Road ROW      1.12 ac
  - Well Site      0.18 ac
  - Watertower Site      0.74 ac
  - Net developable area      66.41 ac
- Minimum home setbacks for Bellwether – southern portion of Van Blaricom property
  - 20 feet front
  - 5 feet and 5 feet side
  - 20 feet rear
  - 22 feet driveway
- Minimum home setbacks for single family - northern portion of Van Blaricom Property
  - 25 feet front
  - 7.5 feet and 7.5 feet side
  - 30 feet rear

# Parks and Trails

## Park Dedication

Land - When Bellwether was approved, we preserved nearly 9 acres of hardwood forest. We also dedicated 4.33 acres of upland for a future neighborhood/community park as outlined in the City Comprehensive Plan. During the approval process, we were instructed to plan for additional dedication on the Van Blaricom property. Our Van Blaricom site plan shows this additional upland park dedication of 6.52 net acres to complete the neighborhood/community park. This park land will partially fulfill our park dedication requirements.

Trail – There is one main trail that in the Van Blaricom site. This trail picks up where the first segment of this trail left off at the park in Bellwether. Providing full connectivity throughout the entire Bellwether neighborhood, this trail meanders up through the west side of the Van Blaricom property, ultimately connecting to Steig Road.

Trail easement – This easement is 0.85 acres. This trail easement will also act as a credit to park dedication fees.

Park dedication fee – Corcoran’s park dedication ordinance requires 15% of the developable land in park dedication in the form of land and/or park dedication fee. We determine that the in

order to meet the City’s ordinance, we will need to dedicate some land and also pay a fee minus credits for the trail and the trail easement. This table shows the

Gross Area (Van Blaricom)	3,248,527	sf	74.58	acres
Total Wetland Area	266,365	sf	6.11	acres
Stieg Road ROW	48,916	sf	1.12	acres
Well Site	7,854	sf	0.18	acres
Water Tower Site	32,400	sf	0.74	acres
<b>Net Development Area</b>	<b>2,892,991</b>	<b>sf</b>	<b>66.41</b>	<b>acres</b>
Park Dedication at 15%	433,949	sf	9.96	acres
Gross Park area (+well/tower)	354,915	sf	8.15	acres
Trail Easement (outside park)	36,853	sf	0.85	acres
Wetland Area (Park)	67,296	sf	1.54	acres
Well Site	7,854	sf	0.18	acres
Water Tower Site	32,400	sf	0.74	acres
<b>Net Park Dedication Area</b>	<b>284,218</b>	<b>sf</b>	<b>6.52</b>	<b>acres</b>
<b>Park Dedication Deficit</b>	<b>149,730</b>	<b>sf</b>	<b>3.44</b>	<b>acres</b>

## Our Homes

Pulte is known for the extraordinary steps that we take to ensure that we are designing and building homes that meet the needs and desires of home buyers. We continually reach out to the public and Pulte homeowners to get feedback to improve our home designs. We call this Life Tested®. Through this intensive process, we have conceived of and incorporated many innovative home design features such as the Pulte Planning Center, Everyday Entry, Super Laundry, Oversized Pantry, and the Owner’s Retreat. This exhaustive process has played a major part in Pulte’s success in “Building Consumer Inspired Homes and Communities to Make Lives Better.”

## **Northern Van Blaricom – Amberley**

Amberley will be the name of the single-family neighborhood on the northern portion of the Van Blaricom property. We will build 25 of the 74 homes on 65-foot lots with this addition. The single-family homes will consist of the following floor plans:

1. Baldwin
  - a. 2,459 square feet excluding the basement
  - b. 4 bedrooms / 2.5 bathrooms
  - c. Two-story
  - d. 48 feet wide by 38 feet deep home
  - e. Anticipated sales price in the range of low to high \$400k's
2. Greenfield
  - a. 2,609 square feet excluding the basement
  - b. 4 bedrooms / 2.5 bathrooms
  - c. Two-story
  - d. 48 feet wide by 42 feet deep home
  - e. Anticipated sales price in the range of low to high \$400k's
3. Hilltop
  - a. 2,900 square feet excluding the basement
  - b. 4 bedrooms / 2.5 bathrooms
  - c. Two-story
  - d. 48 feet wide by 46 feet deep home
  - e. Anticipated sales price in the range of low \$400k's to low \$500k's
4. Riverton
  - a. 3,126 square feet excluding the basement
  - b. 4 bedrooms / 2.5 bathrooms
  - c. Two-story
  - d. 48 feet wide by 46 feet deep home
  - e. Anticipated sales price in the range of mid \$400k's to mid \$500k's
5. Westchester
  - a. 3,300 square feet excluding the basement
  - b. 4 bedrooms / 2.5 bathrooms
  - c. Two-story
  - d. 48 feet wide by 48 feet deep home
  - e. Anticipated sales price in the range of mid \$400k's to high \$500k's

## **Southern Van Blaricom – Bellwether**

The homes in the Bellwether extension will be identical to the homes approved by the City with the original Bellwether application and built thereafter within the neighborhood. We offer our updated and popular Del Webb floor plans. Buyers can choose from different product lines of homes with varying sizes, prices, and views/locations. All floor plans will offer five different options for architectural facades and will offer various structural options. We plan to build 62 homes in this phase.

## **44-Foot Wide Lots**

The homes built on the 44-foot wide lots are 34-feet wide and range in size from 1,300 to 1,700 square feet. There are three different floor plans to choose from. These smaller floor plans are very popular for singles/widows/widowers in our active adult neighborhoods. They typically have

two bedrooms and a two-car garage and are built slab on grade (no basements). Valuations of these homes start in the mid \$300k's.

## **50-Foot Wide Lots**

The homes built on the 50-foot wide lots are 40-feet wide and range in size from 1,680 to 1,960 square feet (excluding basements). There are four different floor plans to choose from. These homes are typically the largest selling homes in our active adult neighborhoods across the country. The homes typically have two bedrooms and a two-car garage but are versatile and can offer many options such as a third bedroom, a bonus room, and/or a finished basement. Valuations of these homes start in the low \$400k's.

## **60-Foot Wide Lots**

The homes built on the 60-foot lots are a similar product line as for the 50-foot wide lots. However, all of homes have basements and three-car garages. Roof pitches are increased to provide an additional level of architectural distinction. These homes are 50 feet wide. The lots are in the premium locations with the most attractive views. Valuations of these homes start in the mid \$400k's.

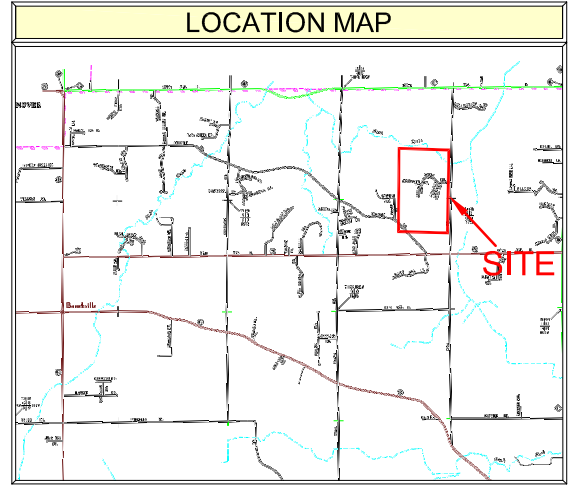
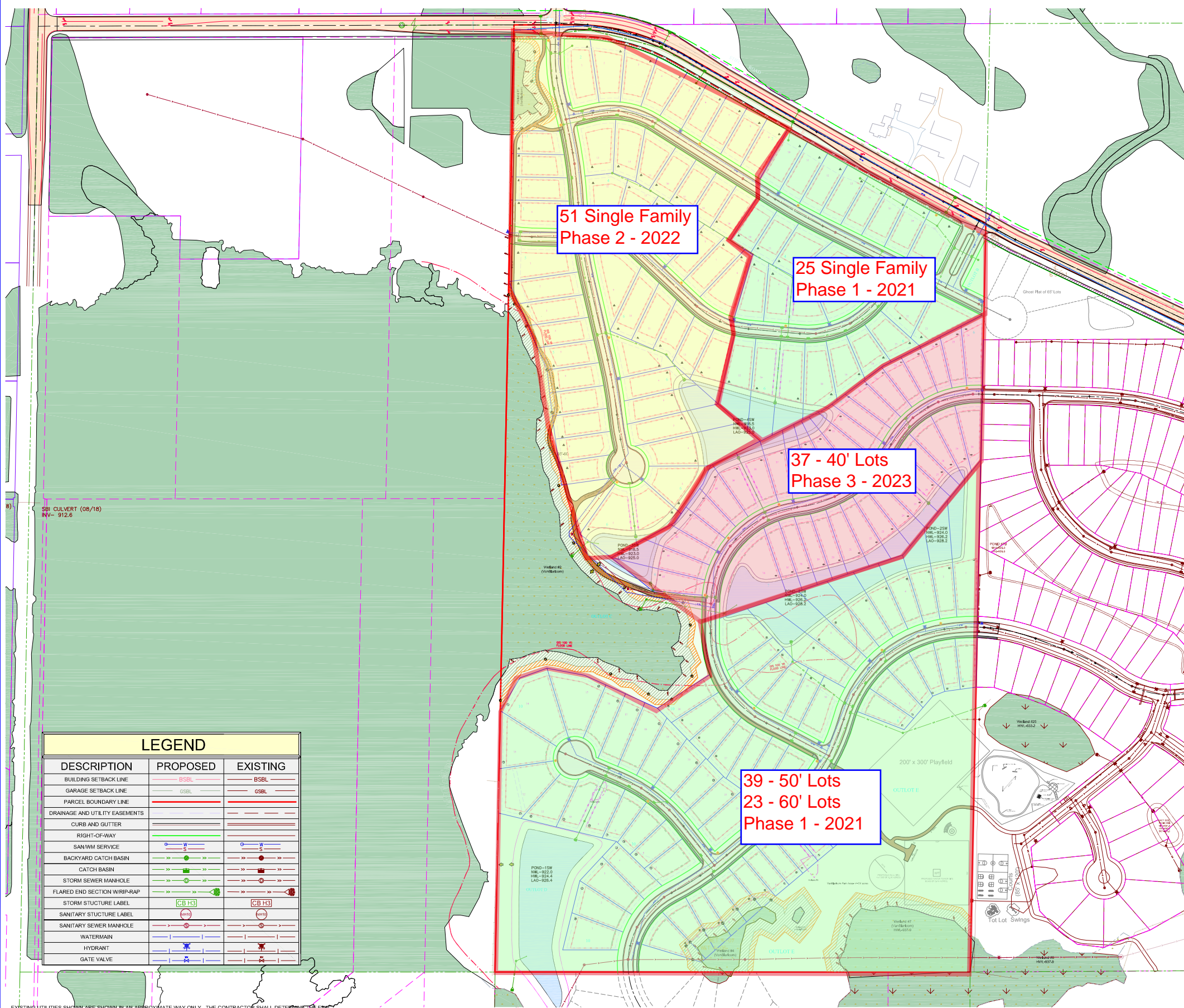
# **Architecture**

During the 2018 Bellwether approvals, we worked closely with City staff on our architecture. The agreed upon approach was to provide different patterns and/or materials on front elevations. For instance, stone was included on all front elevations. Siding material was vinyl. In high visibility areas, we upgraded rear elevations to include window trim and side elevations to include a banding board and different colors or materials above and below the banding board.

With this application, we are continuing with the same design approach for both Bellwether and Amberley. Please see the attached elevations and architectural upgrade map.

*This submittal includes:*

- *This narrative*
- *Application*
- *Application fees totaling \$12,310*
  - *Final PUD \$400 & \$5,000 escrow = \$5,400*
  - *Final Plan \$500 & \$5,000 escrow = \$5,500*
  - *Bellwether 6<sup>th</sup> – (62 lots + 6 outlots) x \$15 = \$1,020*
  - *Amberley – (25 lots + 1 outlot) x \$15 = \$390*
- *Final Plat/PUD Package – plat, engineering, landscape*
- *Architectural Drawings*



**Phasing Plan -  
Vonblaricom /  
Schober - 192 Lots**

SHEET INDEX TABLE	
SHEET	Description
SP	Site Plan
ALTA	ALTA Survey
PP	Preliminary Plat
UP	Preliminary Utility Plan
GP	Preliminary Grading Plan
EC	Preliminary Erosion Control Plan
ST	Preliminary Turn Lane Improvements
TS	Tree Survey
LP	Preliminary Landscape Plan

- 44' WIDE ACTIVE ADULT LOT
- 50' WIDE ACTIVE ADULT LOT
- 60' WIDE ACTIVE ADULT LOT
- 65' WIDE SINGLE FAMILY LOT

**DEVELOPMENT DATA**

Street: 50' ROW - 30' B-B  
CDS - 50' R

**SETBACKS**

**Active Adult**

Frontyard Setback: 20'  
22' Minimum Driveway  
Sideyard Setback: 5/5'  
Rearyard Setback: 20'

**Single Family**

Frontyard Setback: 25'  
Sideyard Setback: 7.5/7.5'  
Rearyard Setback: 30'

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GBSL	GBSL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

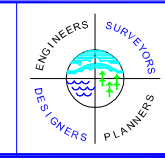
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DATE				
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*Eric R. Johnson*

ERIC R. JOHNSON, P.E.  
Date: 04/20/21 Lic. No. 56659

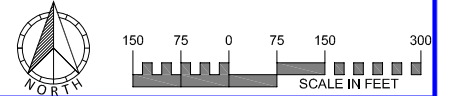


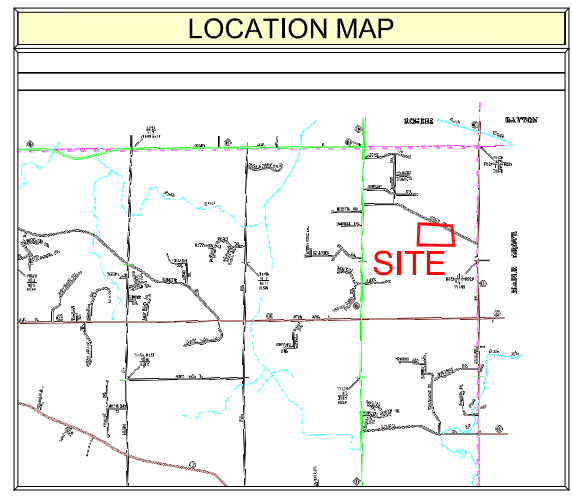
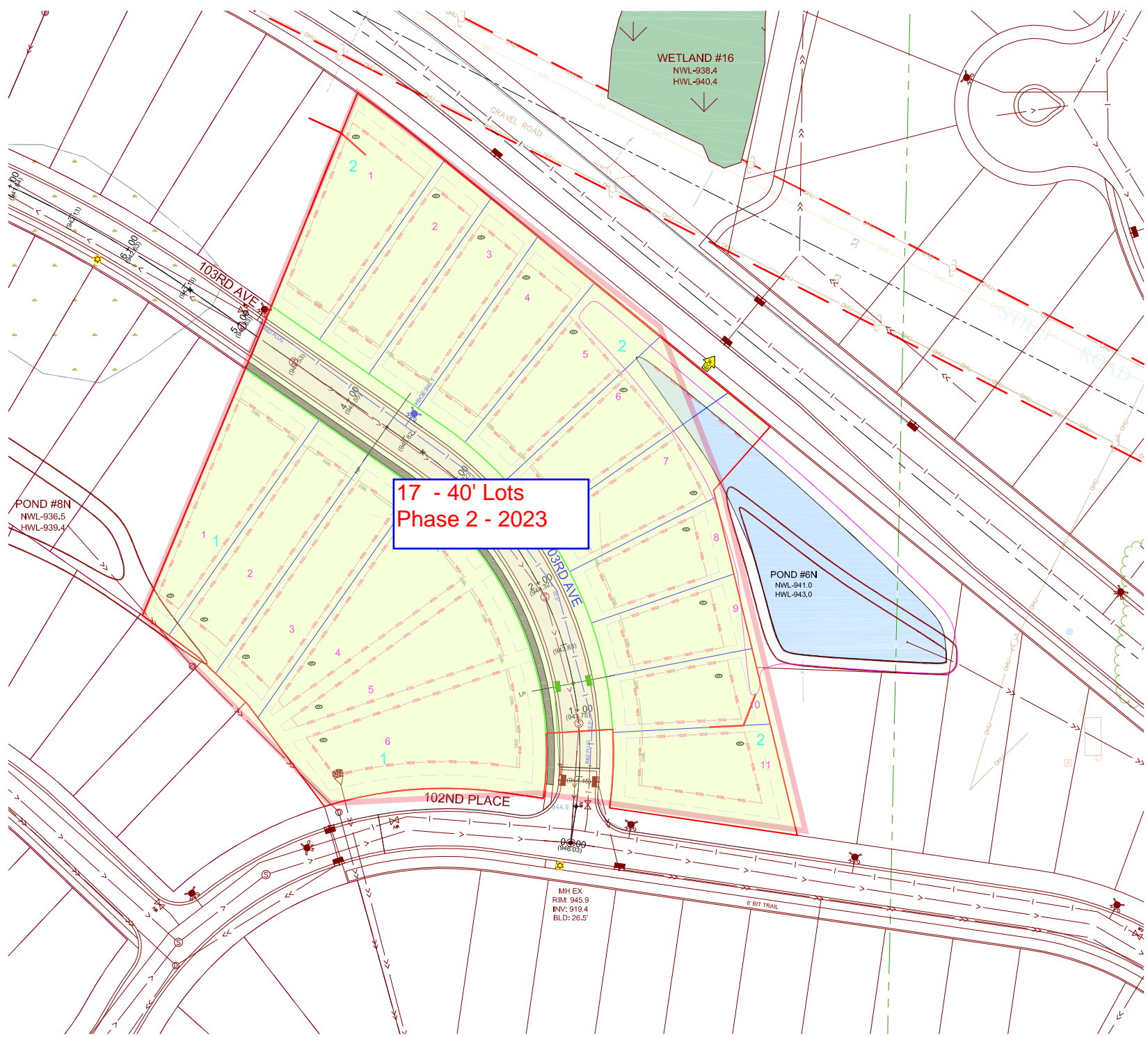
**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
CORCORAN, MINNESOTA

PRELIMINARY SITE PLAN  
BELLWETHER/AMBERLEY  
PULTE

FILE NO.  
72905-313-700  
SP  
SP





SHEET INDEX TABLE	
SHEET	Description
SP	Site Plan
ALTA	ALTA Survey
PP	Preliminary Plat
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EC	Preliminary Erosion Control Plan
LP	Preliminary Landscape Plan

**DEVELOPMENT DATA**

Street: 50' ROW - 30' B-B  
CDS - 50' R

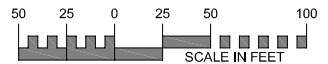
**SETBACKS**

Active Adult

Frontyard Setback: 20'  
22' Minimum Driveway  
Sideyard Setback: 5/5'  
Rearyard Setback: 20'

44' WIDE ACTIVE ADULT LOT

PREPARED BY	PREPARED FOR
<b>ENGINEER</b> <b>SATHRE-BERGQUIST, INC.</b> 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391  PHONE: (952) 476-6000 FAX: (952) 476-0104  CONTACT: ROBERT S. MOLSTAD, P.E. EMAIL: MOLSTAD@SATHRE.COM	<b>DEVELOPER</b> <b>PULTE HOMES OF MINNESOTA</b> 7500 FLYING CLOUD DRIVE EDEN PRAIRIE, MN 55344  CONTACT: CHAD ONSGARD PHONE: (952) 229-0723 EMAIL: CHAD.ONGSARD@PULTEGROUP.COM



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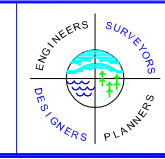
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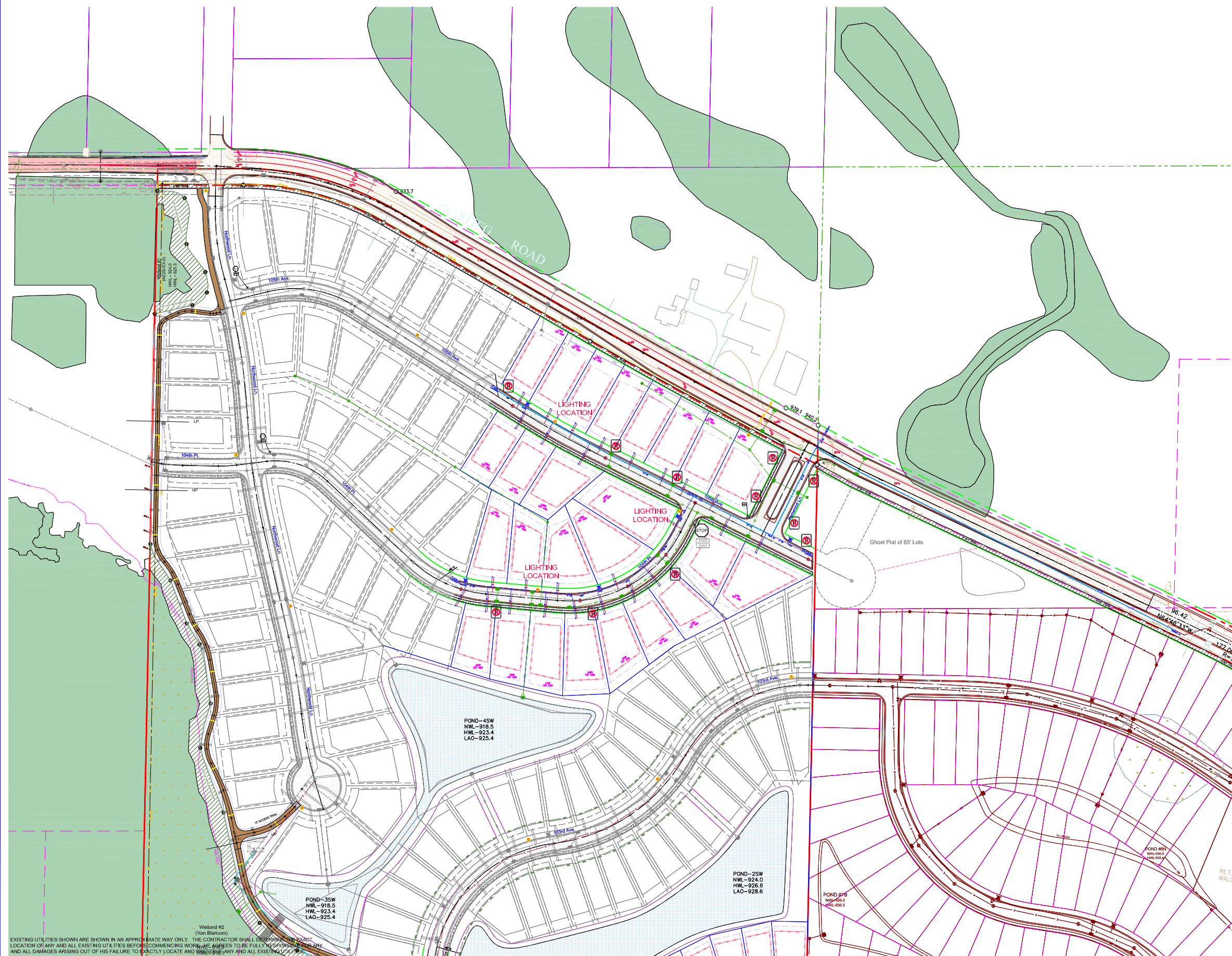


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CITY PROJECT NO.  
--  
**CORCORAN, MINNESOTA**

**SITE PLAN**  
**BELLWETHER - SCHOBER**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO.  
72905-313-8000  
**SP**  
**SP**

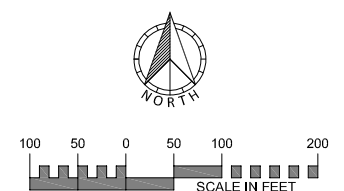


LIGHTING LOCATION DENOTES PROPOSED LIGHT LOCATION

R1-1 30"x30" XXXX SEE DETAIL STR-10

NO PARKING 18"x12"

\*PROPOSED SIGN LOCATIONS TO BE VERIFIED AND APPROVED BY CITY OF CORCORAN PRIOR TO INSTALLATION

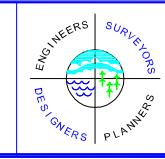


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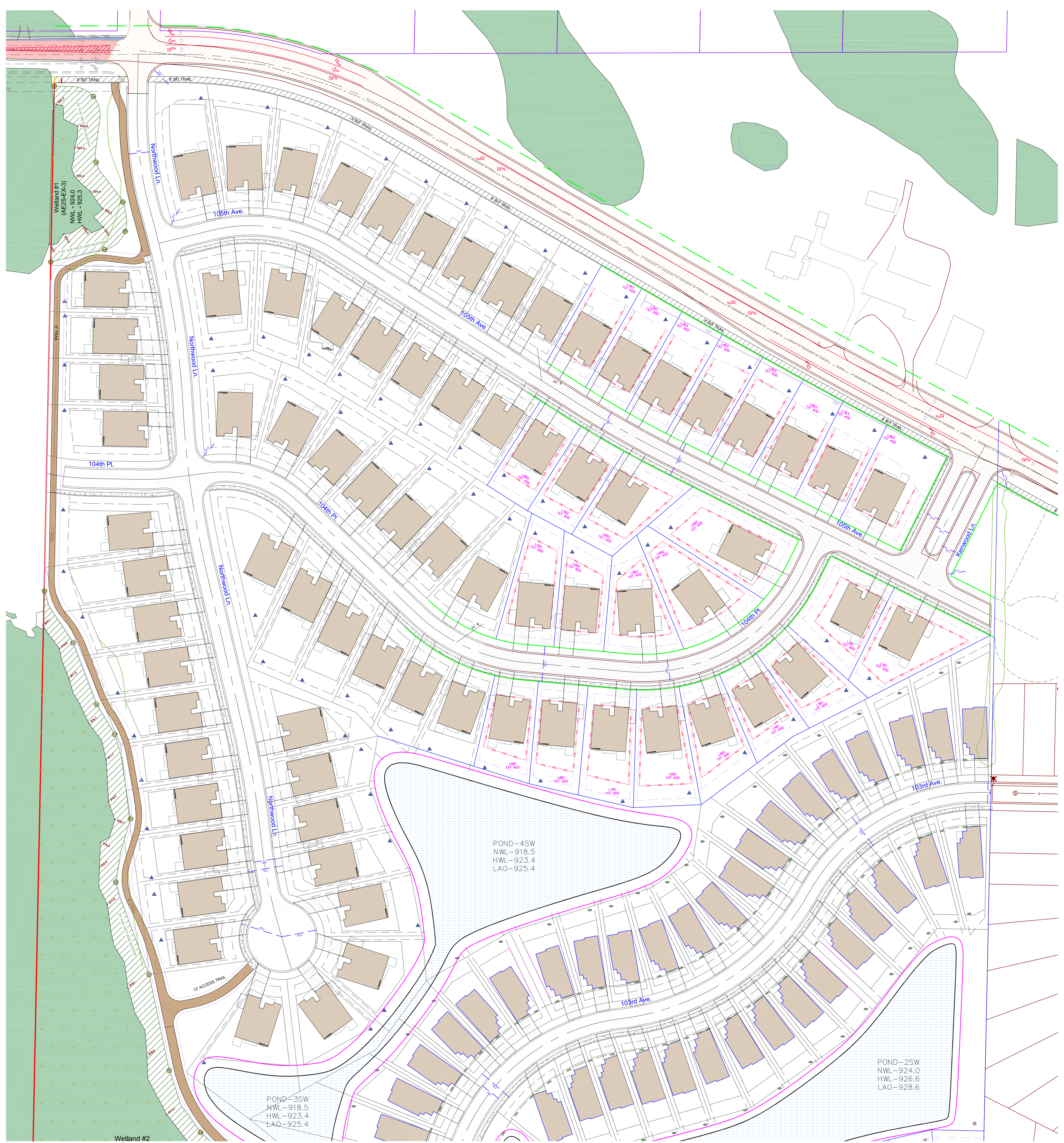


**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. ---  
**CORCORAN, MINNESOTA**

**SIGNAGE & LIGHTING PLAN**  
**AMBERLY 1ST ADDITION**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO. 72905-313-1100  
**1**  
**24**



Wetland #1  
(AEZS-EX-3)  
NWL - 924.0  
HWL - 925.3

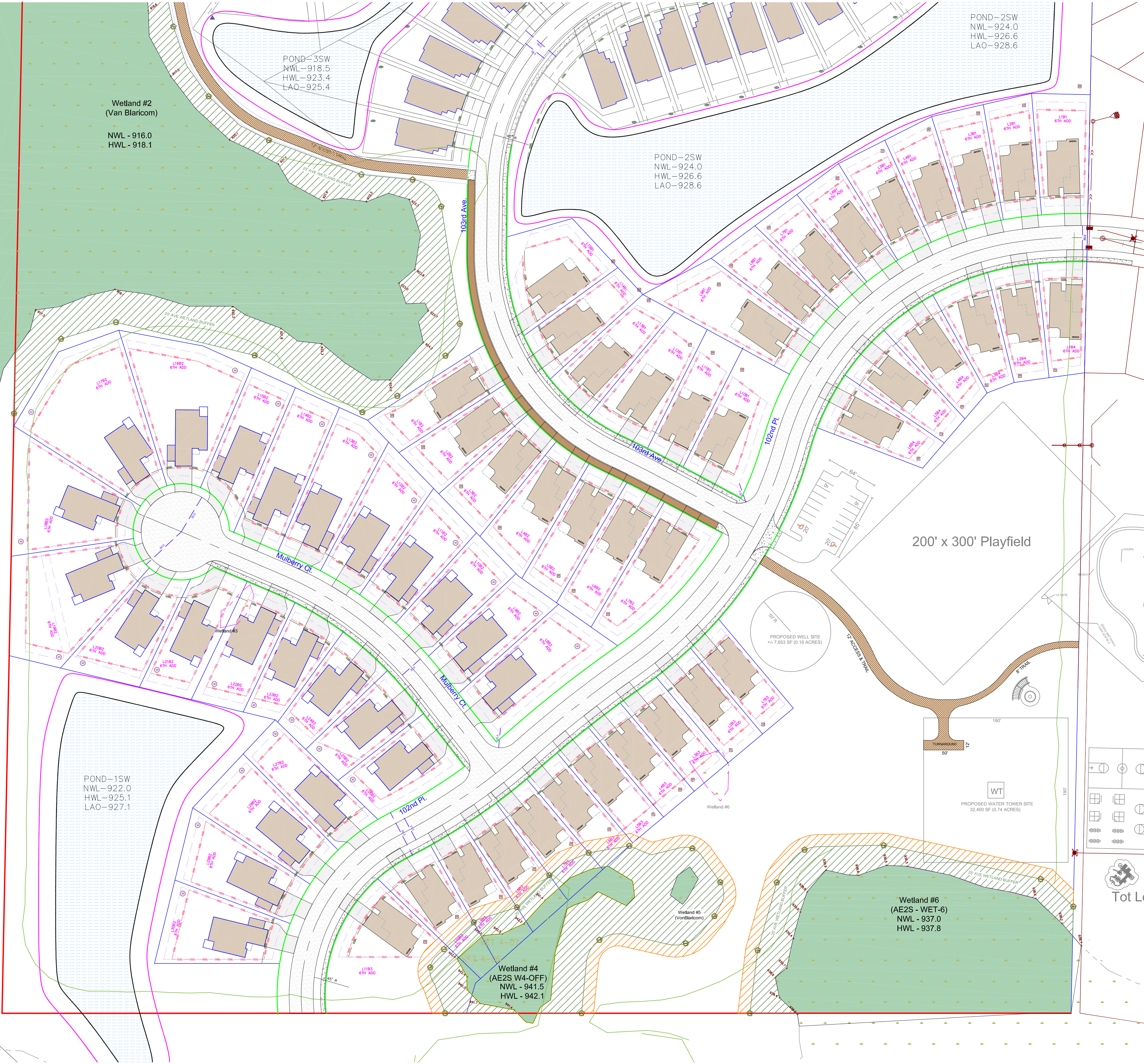
POND-4SW  
NWL-918.5  
HWL-923.4  
LAO-925.4

POND-3SW  
NWL-918.5  
HWL-923.4  
LAO-925.4

POND-2SW  
NWL-924.0  
HWL-926.6  
LAO-928.6

Wetland #2





Wetland #2  
(Van Blaricom)  
NWL - 916.0  
HWL - 918.1

POND-3SW  
NWL - 918.5  
HWL - 923.4  
LAO - 925.4

POND-2SW  
NWL - 924.0  
HWL - 926.6  
LAO - 928.6

POND-2SW  
NWL - 924.0  
HWL - 926.6  
LAO - 928.6

200' x 300' Playfield

PROPOSED WELL SITE  
44,743 SF (0.16 ACRES)

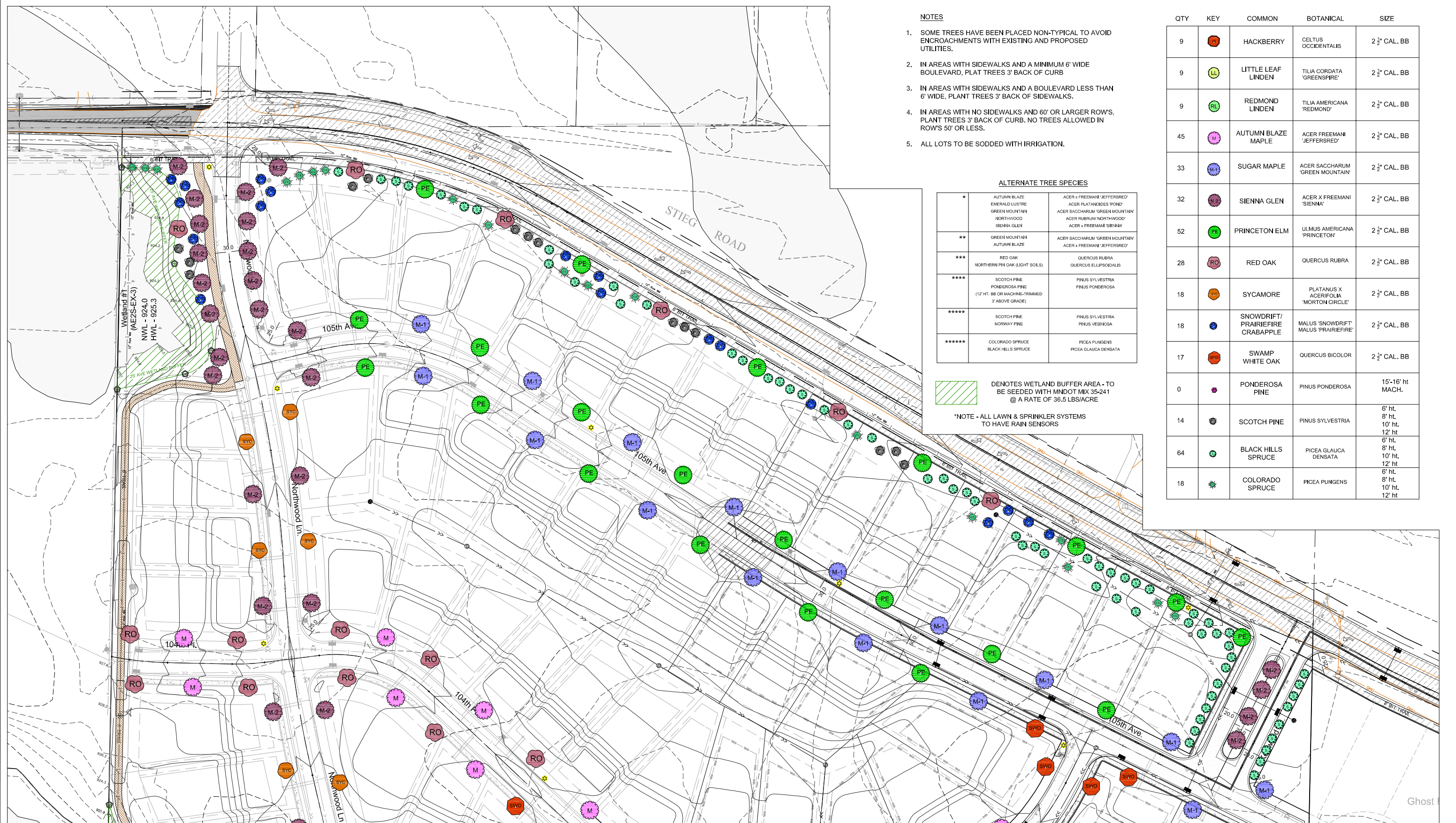
WT  
PROPOSED WATER TOWER SITE  
32,400 SF (0.74 ACRES)

POND-1SW  
NWL - 922.0  
HWL - 925.1  
LAO - 927.1

Wetland #4  
(AE2S W4-OFF)  
NWL - 941.5  
HWL - 942.1

Wetland #6  
(AE2S - WET-6)  
NWL - 937.0  
HWL - 937.8

Tot Lo



- NOTES**
- SOME TREES HAVE BEEN PLACED NON-TYPICAL TO AVOID ENCROACHMENTS WITH EXISTING AND PROPOSED UTILITIES.
  - IN AREAS WITH SIDEWALKS AND A MINIMUM 6' WIDE BOULEVARD, PLANT TREES 3' BACK OF CURB
  - IN AREAS WITH SIDEWALKS AND A BOULEVARD LESS THAN 6' WIDE, PLANT TREES 3' BACK OF SIDEWALKS.
  - IN AREAS WITH NO SIDEWALKS AND 60' OR LARGER ROWS, PLANT TREES 3' BACK OF CURB. NO TREES ALLOWED IN ROWS 50' OR LESS.
  - ALL LOTS TO BE SODDED WITH IRRIGATION.

**ALTERNATE TREE SPECIES**

* AUTUMN BLAZE EMERALD LUSTRE GREEN MOUNTAIN NORTHWOOD SIENNA GLEN	ACER x FREEMANI 'JEFFERSRED' ACER PLATANIDES 'POND' ACER SACCHARUM 'GREEN MOUNTAIN' ACER RUBRUM 'NORTHWOOD' ACER x FREEMANI 'SIENNA'
** GREEN MOUNTAIN AUTUMN BLAZE	ACER SACCHARUM 'GREEN MOUNTAIN' ACER x FREEMANI 'JEFFERSRED'
*** RED OAK NORTHERN PIN OAK (LIGHT SOILS)	QUERCUS RUBRA QUERCUS ELLIPSOIDALIS
**** SCOTCH PINE PONDEROSA PINE (12' HT. BB OR MACHINE-TRIMMED 3' ABOVE GRADE)	PINUS SYLVESTRIA PINUS PONDEROSA
***** SCOTCH PINE NORWAY PINE	PINUS SYLVESTRIA PINUS RESINOSA
***** COLORADO SPRUCE BLACK HILLS SPRUCE	PICEA PUNGENS PICEA GLAUCA DENSATA

DENOTES WETLAND BUFFER AREA - TO BE SEEDDED WITH MNDOT MX 35-241 @ A RATE OF 36.5 LBS/ACRE

\*NOTE - ALL LAWN & SPRINKLER SYSTEMS TO HAVE RAIN SENSORS

QTY	KEY	COMMON	BOTANICAL	SIZE
9		HACKBERRY	CELTIS OCCIDENTALIS	2 1/2" CAL. BB
9		LITTLE LEAF LINDEN	TILIA CORDATA 'GREENSPIRE'	2 1/2" CAL. BB
9		REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	2 1/2" CAL. BB
45		AUTUMN BLAZE MAPLE	ACER FREEMANI 'JEFFERSRED'	2 1/2" CAL. BB
33		SUGAR MAPLE	ACER SACCHARUM 'GREEN MOUNTAIN'	2 1/2" CAL. BB
32		SIENNA GLEN	ACER x FREEMANI 'SIENNA'	2 1/2" CAL. BB
52		PRINCETON ELM	ULMUS AMERICANA 'PRINCETON'	2 1/2" CAL. BB
28		RED OAK	QUERCUS RUBRA	2 1/2" CAL. BB
18		SYCAMORE	PLATANUS x ACERIFOLIA 'MORTON CIRCLE'	2 1/2" CAL. BB
18		SNOWDRIFT/ PRAIRIEFIRE CRABAPPLE	MALUS 'SNOWDRIFT' MALUS 'PRAIRIEFIRE'	2 1/2" CAL. BB
17		SWAMP WHITE OAK	QUERCUS BICOLOR	2 1/2" CAL. BB
0		PONDEROSA PINE	PINUS PONDEROSA	15'-16' ht MACH.
14		SCOTCH PINE	PINUS SYLVESTRIA	6' ht. 8' ht. 10' ht. 12' ht
64		BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	6' ht. 8' ht. 10' ht. 12' ht
18		COLORADO SPRUCE	PICEA PUNGENS	6' ht. 8' ht. 10' ht. 12' ht

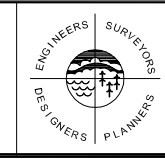
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GFE				
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*Gene F. Ernst, PLA*  
 GENE F. ERNST, PLA  
 Date: 07/22/21 Lic. No. 12297

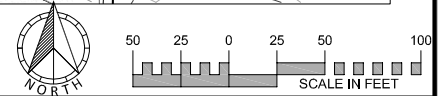


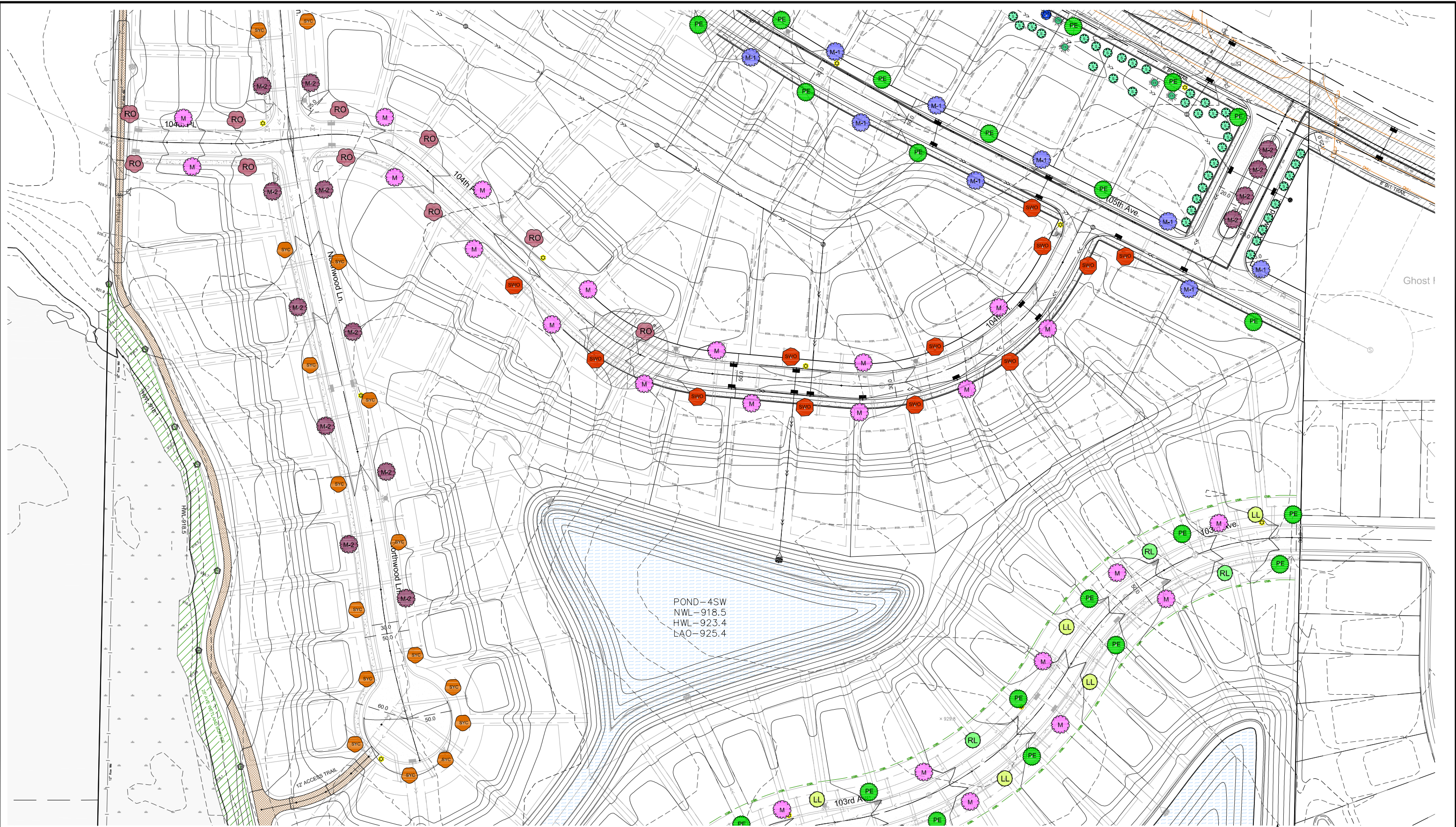
**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN, 55391 (952) 476-6000

CITY PROJECT NO.  
**CORCORAN, MINNESOTA**

**FINAL LANDSCAPE PLAN**  
**BELLWETHER/AMBERLEY**  
**PULTE**

FILE NO.  
 72905-313-700  
**LP1**





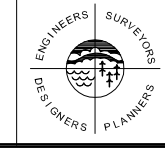
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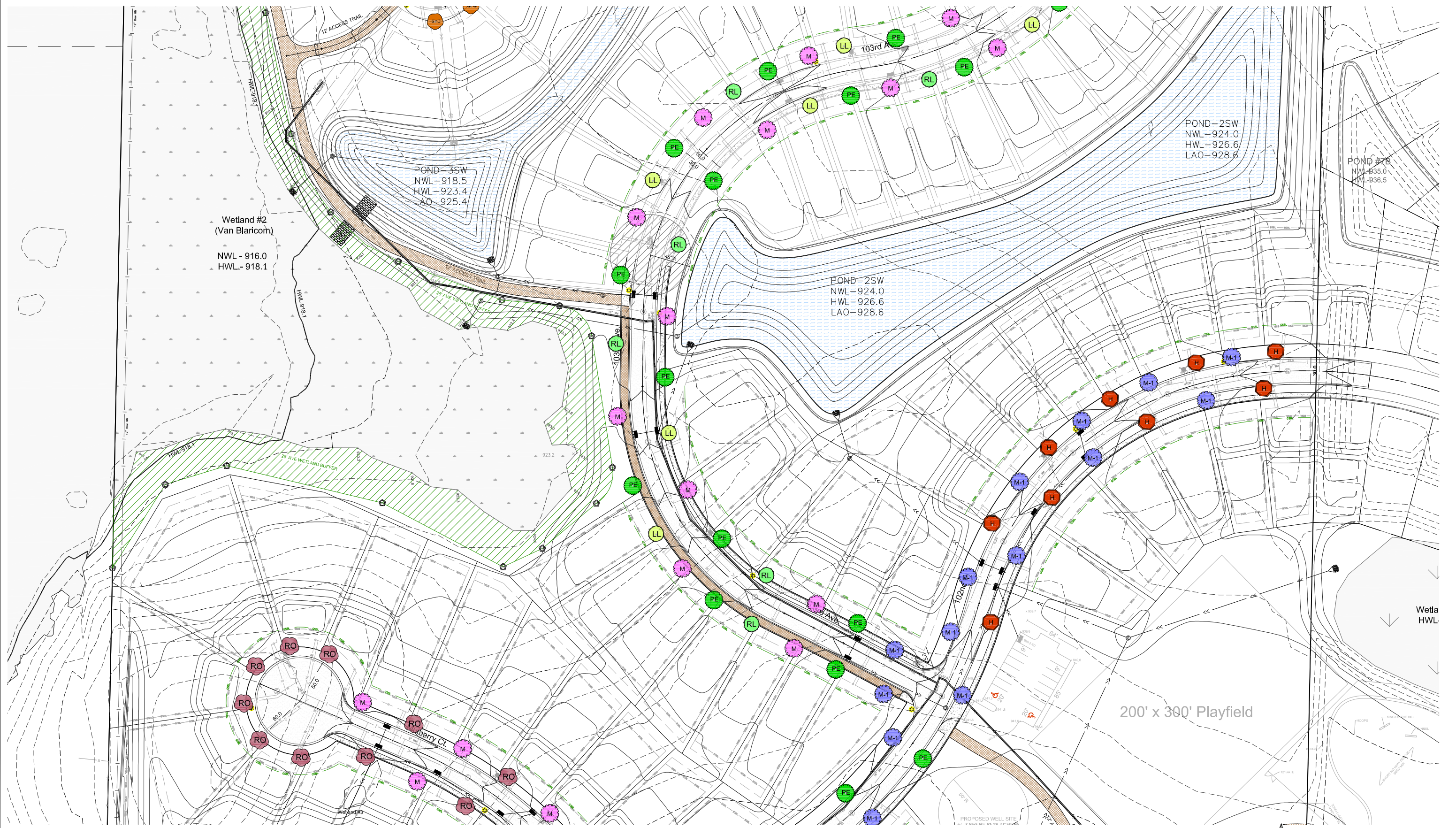


**SATHRE-BERGQUIST, INC.**  
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CITY PROJECT NO.  
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**FINAL LANDSCAPE PLAN**  
**BELLWETHER/AMBERLEY**  
**PULTE**

FILE NO.  
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**LP2**



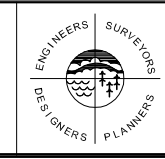
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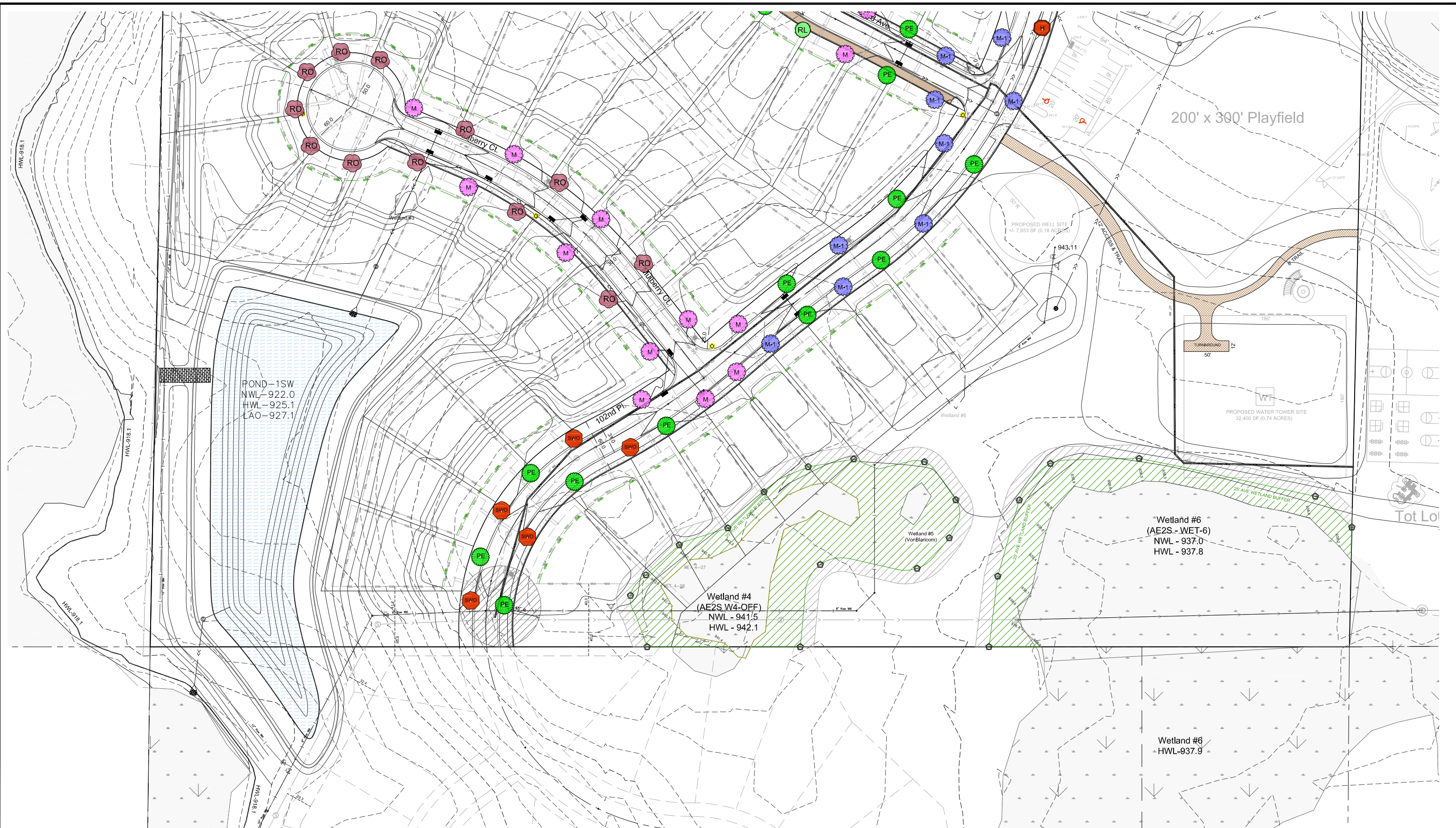


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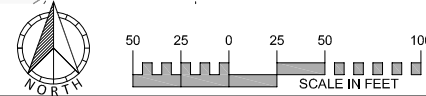
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**CORCORAN, MINNESOTA**

**FINAL LANDSCAPE PLAN**  
**BELLWETHER/AMBERLEY**  
**PULTE**

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**LP3**



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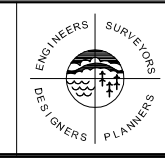
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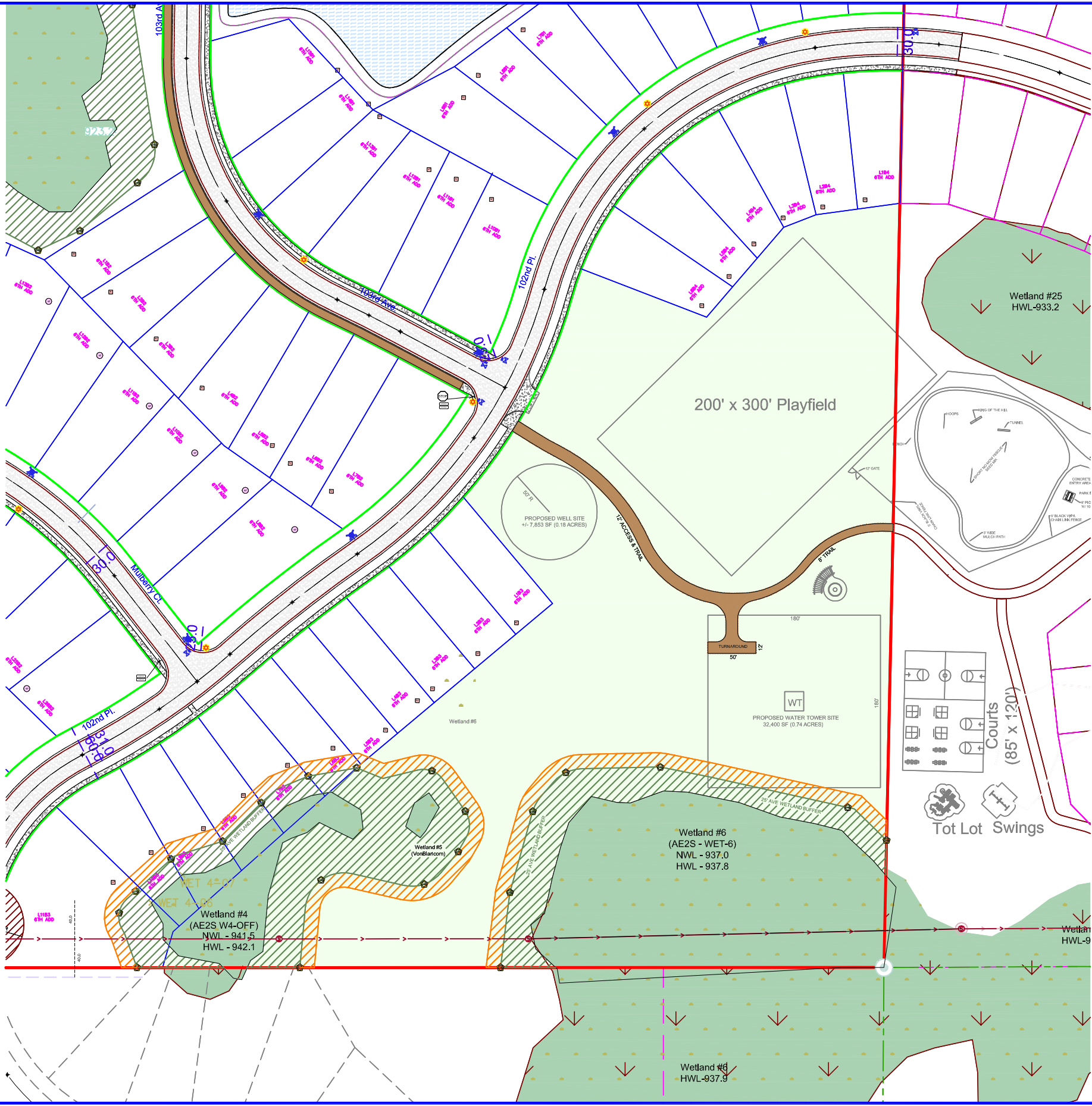
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CITY PROJECT NO.  
CORCORAN, MINNESOTA

**FINAL LANDSCAPE PLAN**  
BELLWETHER/AMBERLEY  
PULTE

FILE NO.  
72905-313-700  
**LP4**

**BELLWETHER 6TH ADDITION/AMBERLY 1ST ADDITION  
PARK DEDICATION EXHIBIT**



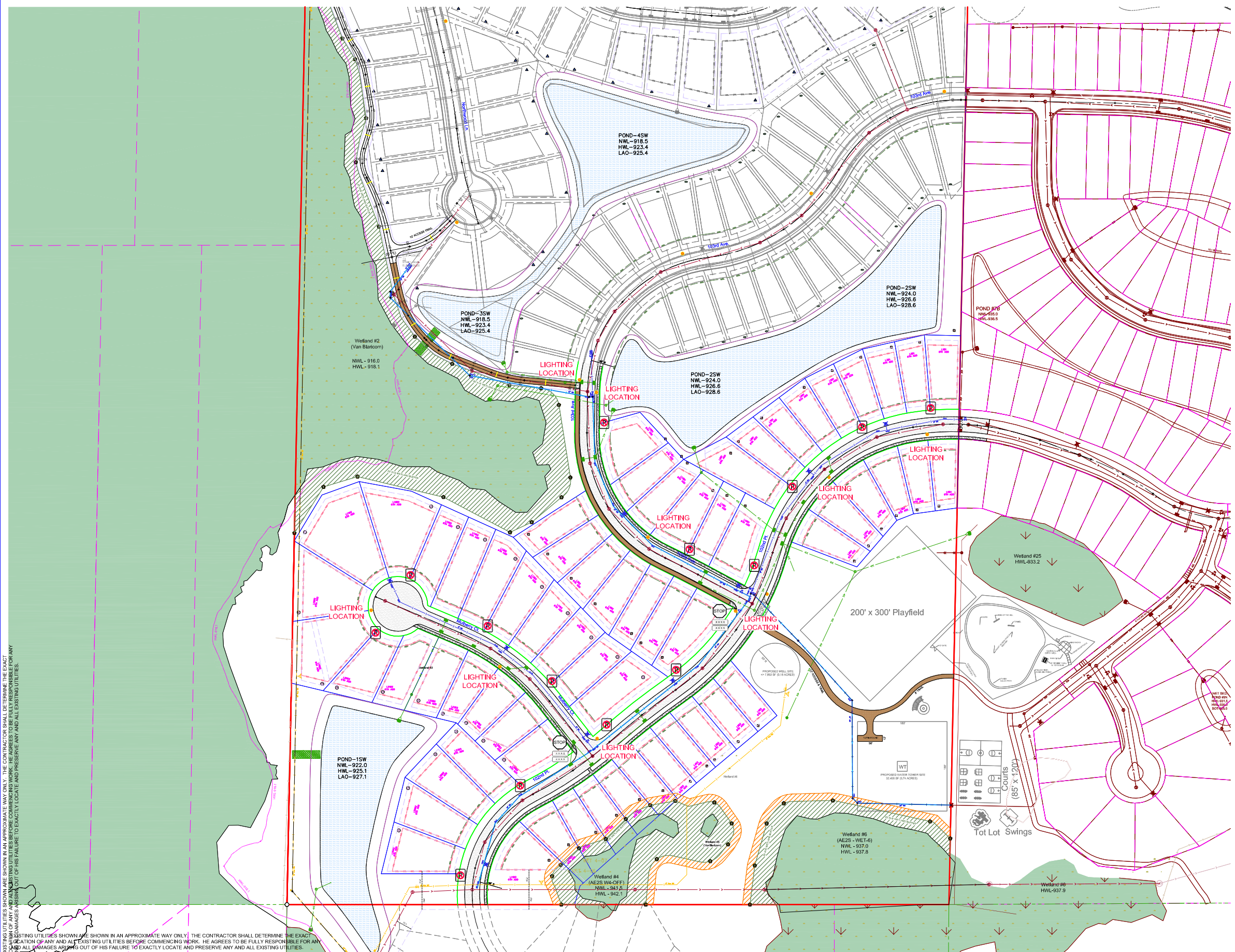
GROSS PARK AREA = 354,915 SF  
 WELL SITE AREA = 7,854 SF  
 WATER TOWER SITE AREA = 32,400 SF  
 WETLAND AREA (WITHIN PARK) = 67,296 SF

NET PARK DEDICATION AREA  
 GROSS - WELL SITE - WATER TOWER SITE - WETLAND =  
 354,915 - 7,854 - 32,400 - 67,296 = 247,365 SF (5.67 ACRES)

 DENOTES PARK DEDICATION AREA



(NOT TO SCALE)



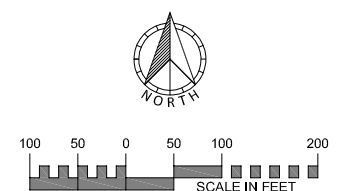
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LIGHTING LOCATION DENOTES PROPOSED LIGHT LOCATION

R1-1 30"x30" XXXX SEE DETAIL STR-10

NO PARKING 18"x12"

\*PROPOSED SIGN LOCATIONS TO BE VERIFIED AND APPROVED BY CITY OF CORCORAN PRIOR TO INSTALLATION

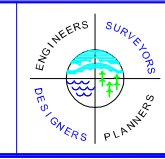


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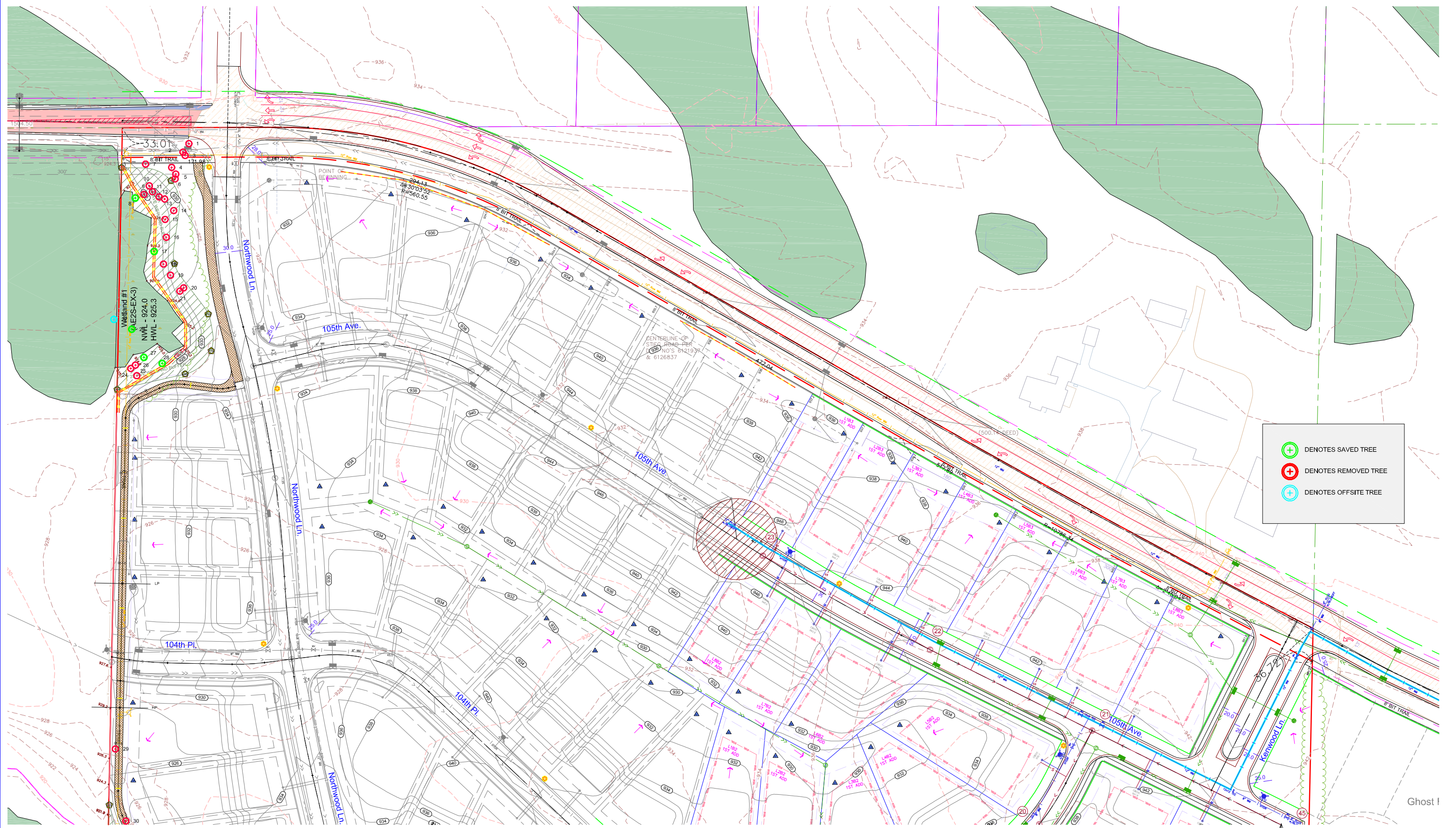


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 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. ---  
**CORCORAN, MINNESOTA**

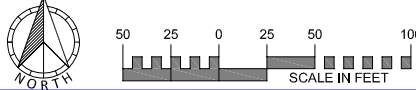
**SIGNAGE & LIGHTING PLAN**  
**BELLWETHER 6TH ADDITION**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO. 72905-313-600  
 S  
 S



+ DENOTES SAVED TREE  
+ DENOTES REMOVED TREE  
+ DENOTES OFFSITE TREE

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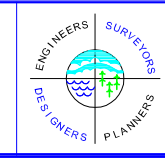


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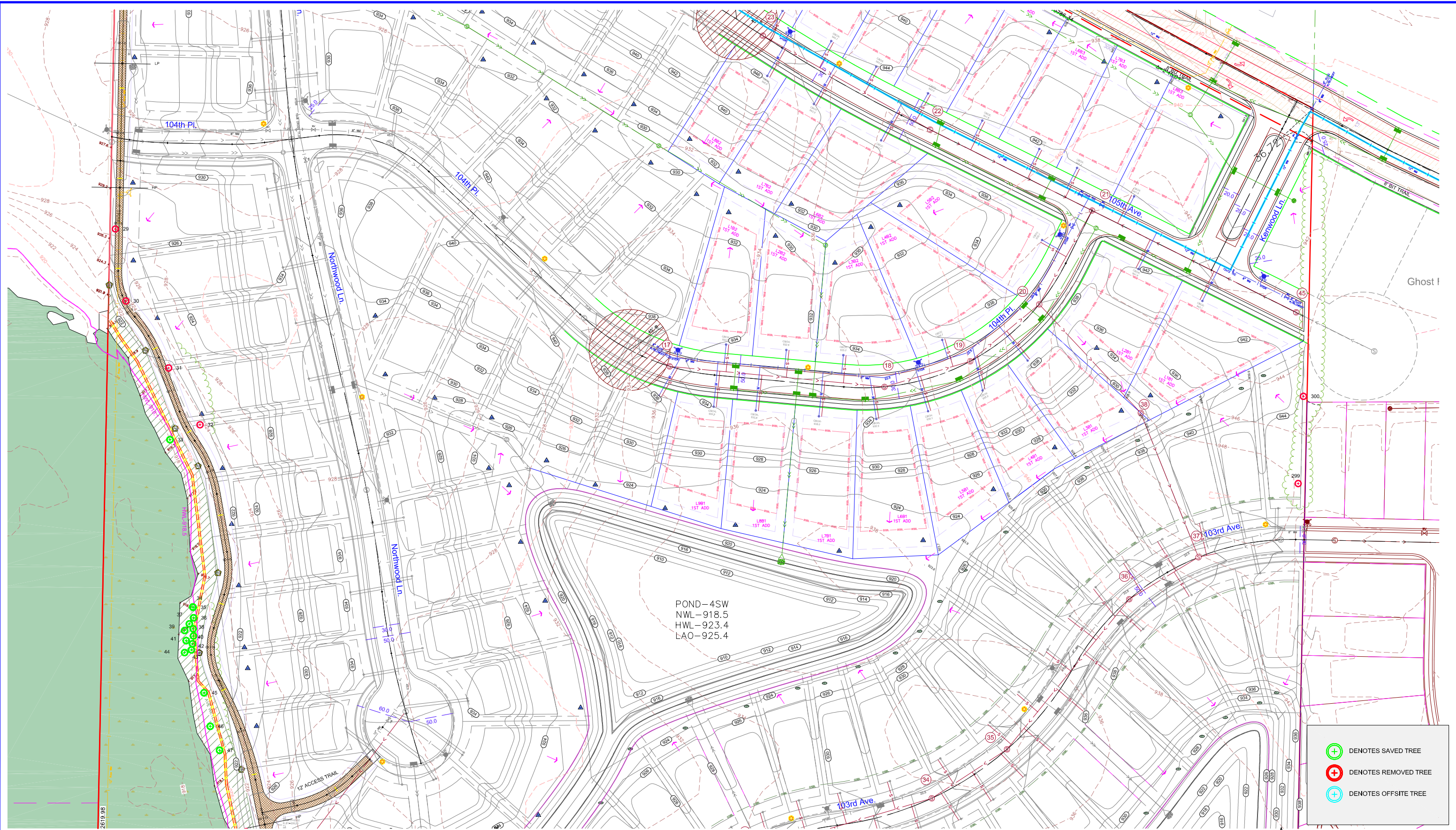
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CITY PROJECT NO.  
**CORCORAN, MINNESOTA**

**TREE SURVEY**  
**BELLWETHER/AMBERLEY**  
**PULTE**

FILE NO.  
 72905-313-700  
**TS1**  
**TS5**





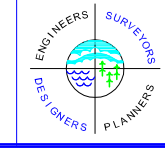
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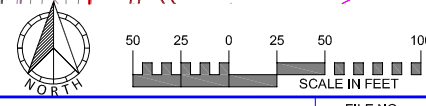


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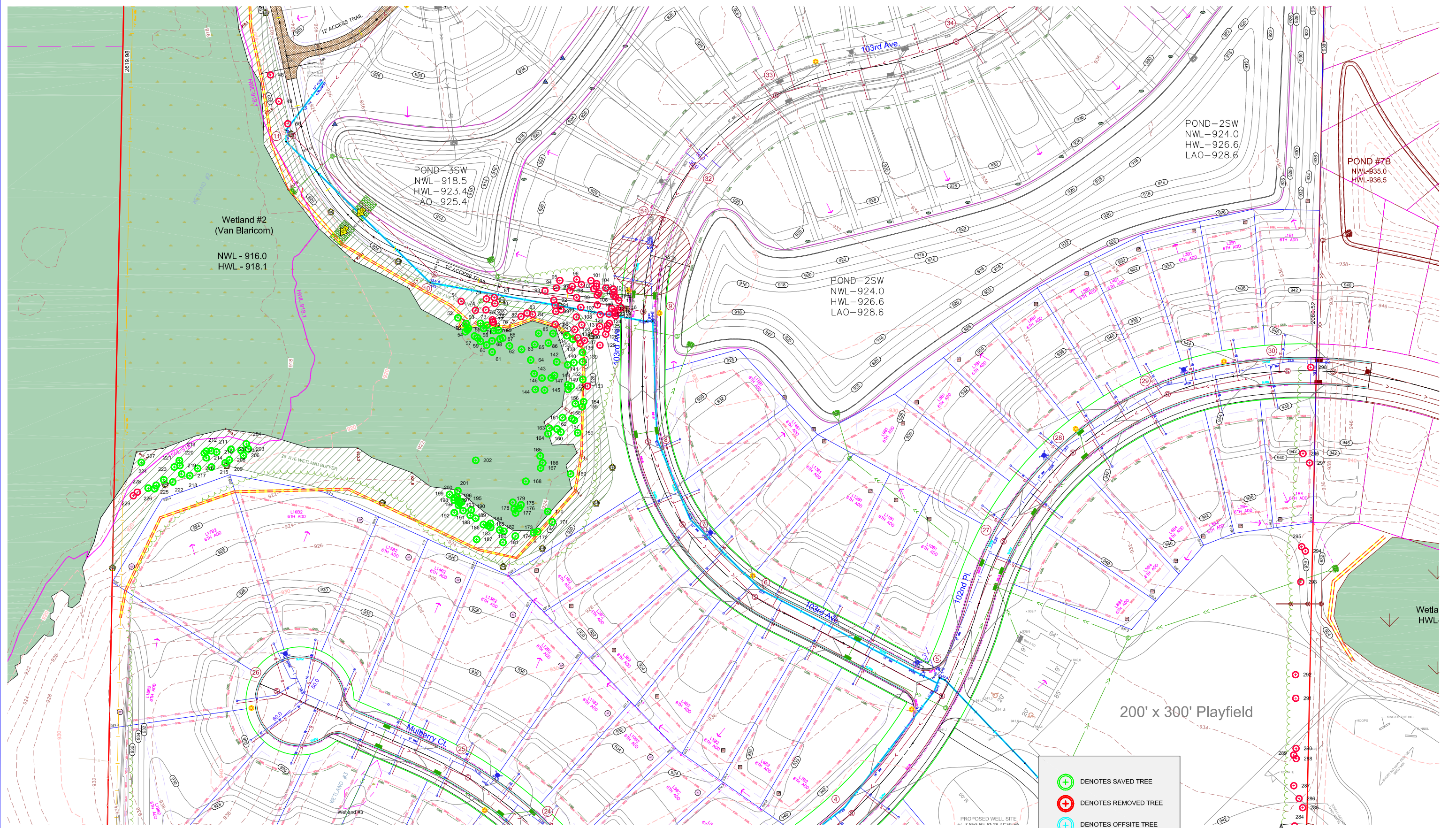
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**CORCORAN, MINNESOTA**

**TREE SURVEY**  
**BELLWETHER/AMBERLEY**  
**PULTE**

FILE NO.  
 72905-313-700  
**TS2**  
**TS5**



72905-313-700 BELLWETHER



Wetland #2  
(Van Blaricom)  
  
NWL - 916.0  
HWL - 918.1

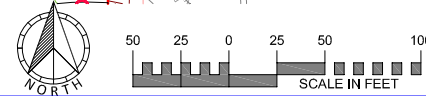
POND-3SW  
NWL-918.5  
HWL-923.4  
LAO-925.4

POND-2SW  
NWL-924.0  
HWL-926.6  
LAO-928.6

POND-2SW  
NWL-924.0  
HWL-926.6  
LAO-928.6

POND #7B  
NWL-935.0  
HWL-936.5

- + DENOTES SAVED TREE
- + DENOTES REMOVED TREE
- + DENOTES OFFSITE TREE



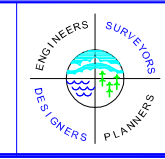
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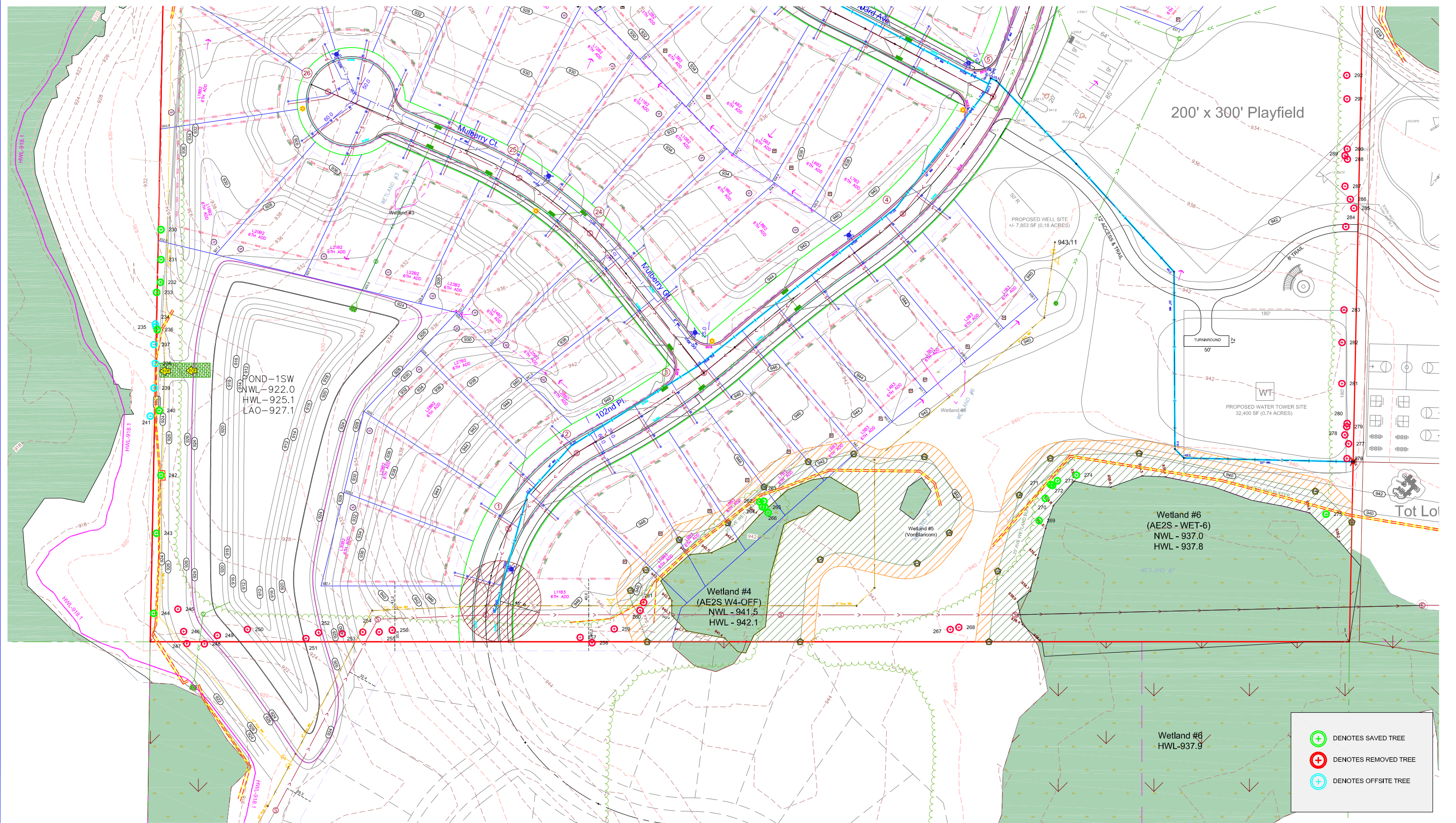


**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
  
**CORCORAN, MINNESOTA**

**TREE SURVEY**  
**BELLWETHER/AMBERLEY**  
**PULTE**

FILE NO.  
72905-313-700  
**TS3**  
**TS5**



POND-1SW  
 HWL-922.0  
 HWL-925.1  
 LAO-927.1

PROPOSED WELL SITE  
 +/- 7,853 SF (0.18 ACRES)

PROPOSED WATER TOWER SITE  
 32,400 SF (0.74 ACRES)

Wetland #4  
 (AE2S W4-OFF)  
 NWL - 941.5  
 HWL - 942.1

Wetland #6  
 (AE2S - WET-6)  
 NWL - 937.0  
 HWL - 937.8

Wetland #6  
 HWL-937.9

DENOTES SAVED TREE  
 DENOTES REMOVED TREE  
 DENOTES OFFSITE TREE

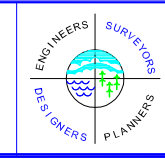
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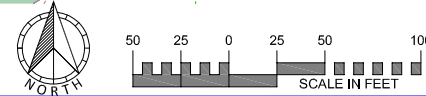
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CITY PROJECT NO.  
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FILE NO.  
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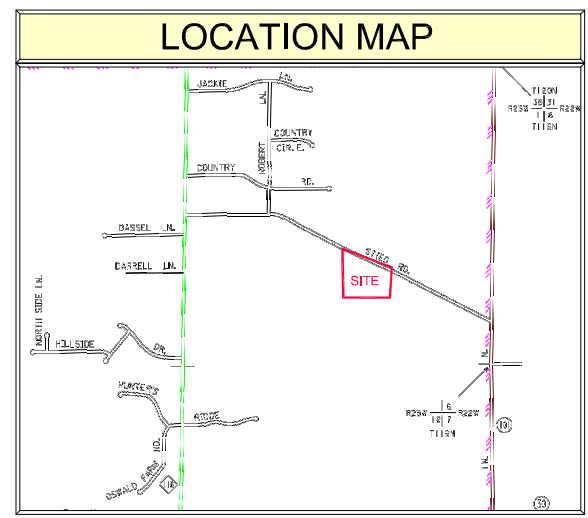
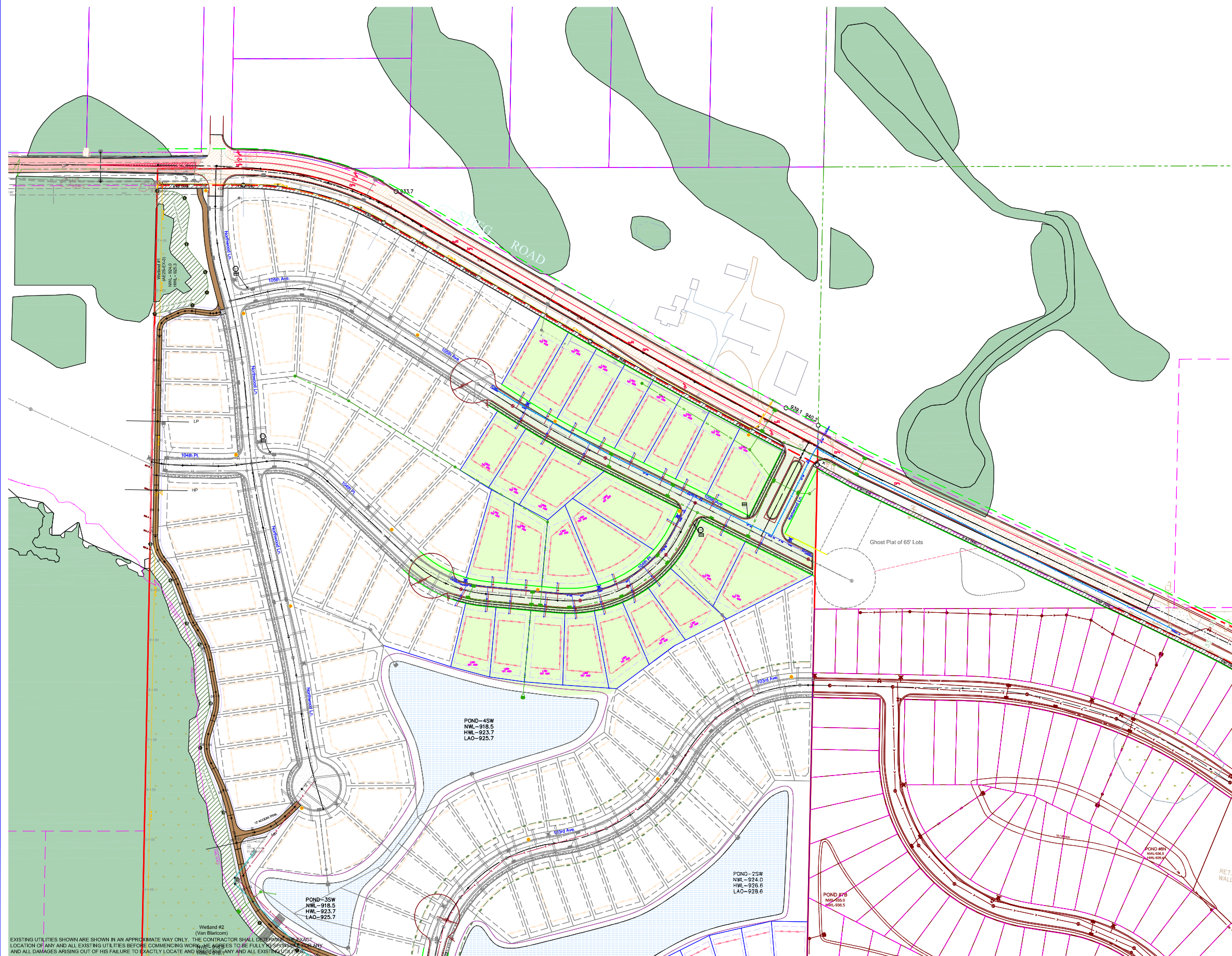
**TREE SURVEY**  
**BELLWETHER/AMBERLEY**  
**PULTE**

TS4  
 TS5



72905-313-700 BELLWETHER





SHEET INDEX TABLE	
SHEET	Description
1	Title Sheet
2-4	Final Street Plan
5	Pedestrian Ramp Details
6-11	Final Sanitary Sewer & Watermain Plan
12-15	Final Storm Sewer Plan
16-18	Final Grading Plan
19	Final Erosion Control Plan
20-26	Construction Details

**PREPARED BY**

ENGINEER  
**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY  
 WAYZATA, MINNESOTA 55391  
 PHONE: (952) 476-6000  
 FAX: (952) 476-0104  
 CONTACT: ROBERT S. MOLSTAD, P.E.  
 EMAIL: MOLSTAD@SATHRE.COM

**PREPARED FOR**

DEVELOPER  
**PULTE HOMES OF MINNESOTA**  
 7500 FLYING CLOUD DRIVE  
 SUITE 670  
 EDEN PRAIRIE, MN 55344  
 CONTACT:  
 CHAD ONGSARD  
 PHONE: (952) 228-0723  
 EMAIL: CHAD.ONGSARD@PULTEGROUP.COM

**DESIGN DATA**

LOT COUNT (6TH ADDITION) - 25 LOTS

44FT, 50FT & 60FT LOTS X +/-125FT DEEP

FYSB - 25 FT (50 FT & 66 FT ROWS)  
 FYSB - 20 FT (60 FT ROW)  
 SYSB - 5 FT / SFT  
 CRNR - 20 FT  
 RYSB - 25 FT EXT / 20 FT (OTHERS)

60 FT ROW (32 FT B-B)  
 50 FT ROW (28 FT B-B)  
 66 FT ROW COLLECTOR (36 FT B-B)

5 FT WALKS / 8 FT TRAILS

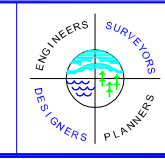


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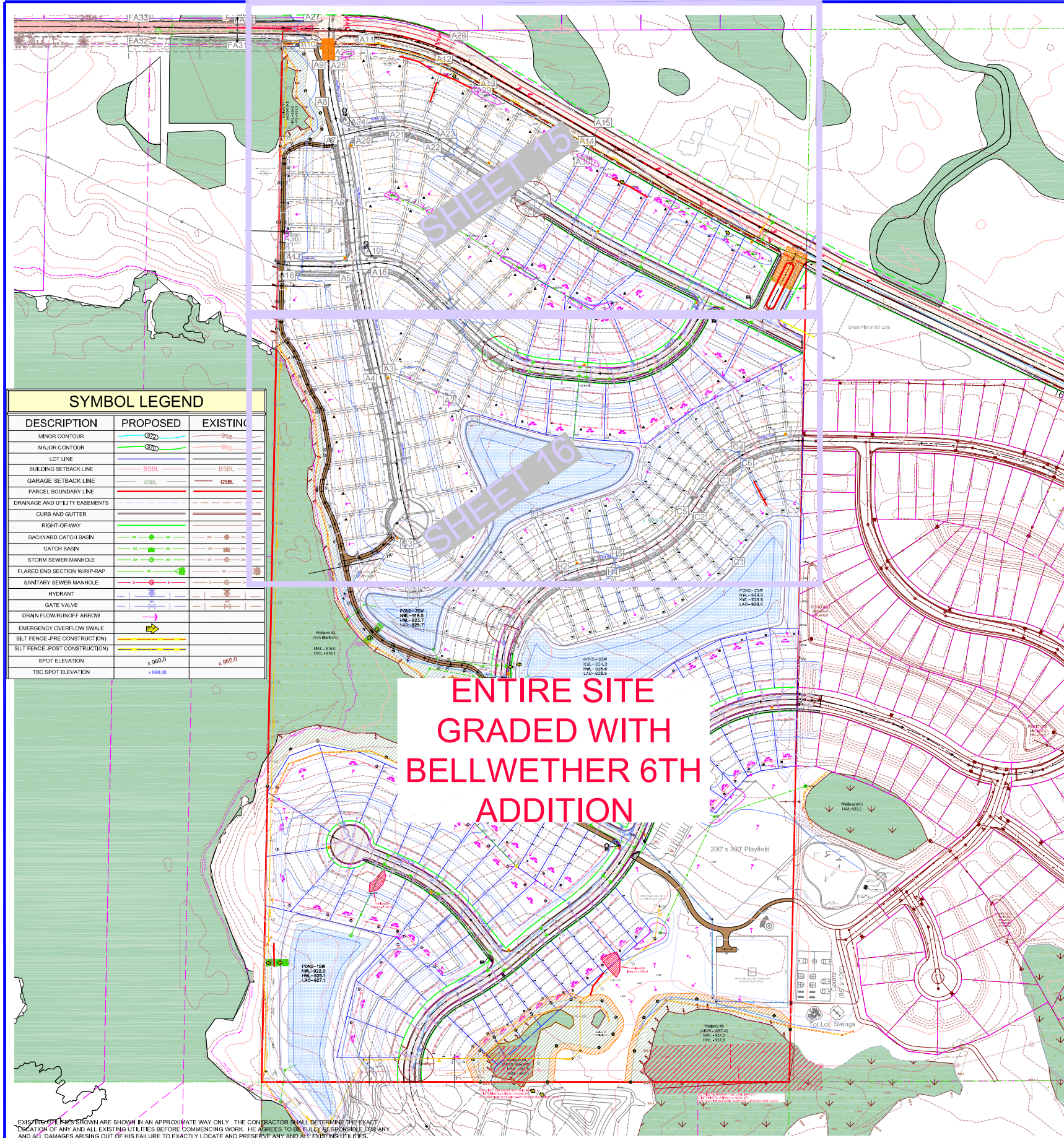


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CITY PROJECT NO.  
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**CORCORAN, MINNESOTA**

**TITLE SHEET**  
**AMBERLY 1ST ADDITION**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO.  
 72905-313-1100  
**1**  
**26**



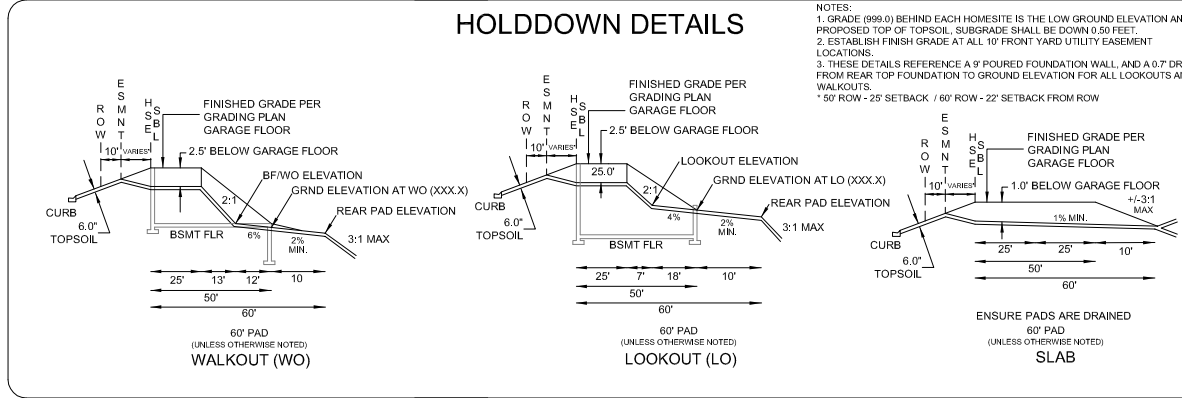
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DESCRIPTION	PROPOSED	EXISTING
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MAJOR CONTOUR		
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GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
SANITARY SEWER MANHOLE		
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GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE -PRE CONSTRUCTION		
SILT FENCE -POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		

ENTIRE SITE  
GRADED WITH  
BELLWETHER 6TH  
ADDITION

- CONSTRUCTION NOTES**
- INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF CORCORAN, ELM CREEK WATERSHED DISTRICT OR DIRECTED BY THE ENGINEER.
  - THE WATER QUALITY POND MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. SAND, CLAYS, AND SILTS MUST BE REMOVED FROM THE POND AS NECESSARY DURING CONSTRUCTION AND AT THE COMPLETION OF THE PROJECT. REFER TO SECTION 2.2 OF THE STORM WATER POLLUTION PREVENTION PLAN.
  - BEGIN GRADING. INSTALL PERFORATED RISER PIPE IN PONDS WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPE SHALL BE USED FOR INTERMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. THE TEMPORARY DRAINAGE PIPES SHALL BE INCIDENTAL TO THE GRADING OPERATIONS. INSTALL SILT FENCE AROUND EXCAVATED POND, AFTER THE AS-BUILT ELEVATIONS HAVE BEEN VERIFIED BY THE ENGINEER.
  - INSPECT POND, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
  - LINE ALL PONDS WITH A MINIMUM 4" ORGANIC SOILS & SEED SLOPES BETWEEN NWL AND 100 YR HWL WITH A WATER TOLERANT MIX. (OR AS NOTED)
  - REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED (INCIDENTAL).
  - POND - 10:1 BENCH (1 FOOT) THEN 4:1 MAX
  - LO & WO FINISHED PADS SHALL BE FLATTER THAN 3:1. ALL OTHER SLOPES 4:1 MAX (UNLESS NOTED)
  - RESTORATION - 56.0 ACRES PLUS WETLAND RESTORATION AREAS (BELLWETHER 4TH QUANTITY)
    - RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
    - SEED ALL DISTURBED AREAS WITH MNDOT MIXTURE #250 AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE (UNLESS OTHERWISE NOTED)
    - SEED WETLAND BUFFER AREAS WITH MIX 35-241 (MESIC PRAIRIE GENERAL), TEMPORARY WETLAND 10 IMPACT-STATE SEED MIX 34-271, WETLAND EXCAVATION/IRRIGATION AREA - STATE SEED MIX 34-181 (EMERGENT WETLAND OR SIMILAR)
    - ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE
    - MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOOD/FIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
    - PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED.
    - MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
    - RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
  - SILT FENCE, BEFORE GRADING - 8,400 LF (BELLWETHER 6TH QUANTITY)  
AFTER GRADING - 4,875 LF (BELLWETHER 6TH QUANTITY)
  - TREE FENCE, BEFORE GRADING - N/A LF
  - EROSION BLANKET - AS NEEDED - AS REQUIRED ON ALL SLOPES 3:1 OR LESS

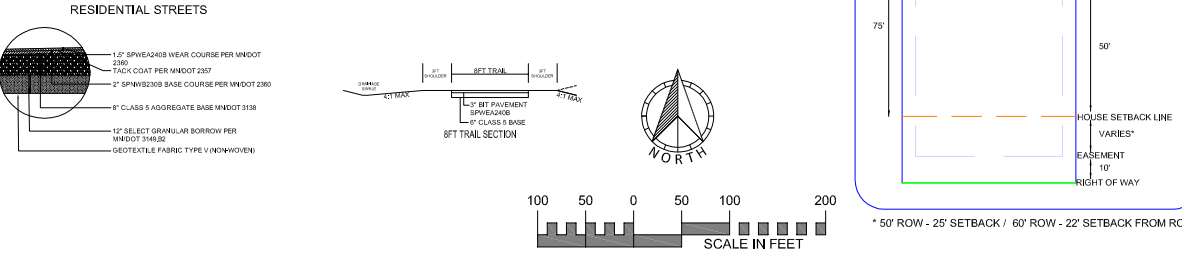
- GENERAL NOTES**
- THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
  - THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES FOR ALL STORM SEWER INLETS (EXISTING AND PROPOSED) AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
  - ALL RETAINING WALLS WILL REQUIRE A STRUCTURAL DESIGN, A BUILDING PERMIT & A FINAL INSPECTION REPORT (IF APPLICABLE)
  - A 1'-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES. (SEE DETAIL)
  - THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
  - THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL. THE GRADING CONTRACTOR WILL BE REQUIRED TO PROVIDE STREET SWEEPING ON HUNTER DRIVE DURING THE GRADING OPERATIONS, IF REQUIRED.
  - EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

- ON-SITE BMPs**
- NURP POND - NURP POND WILL BE UTILIZED TO MEET OR EXCEED QUALITY AND RATE CONTROL REQUIREMENTS.
  - SKIMMERS - THE POND OUTLET STRUCTURE INCLUDES A SUBMERGED INLET PIPE TO ALLOW SKIMMING (Utility Contractor)
  - RIP RAP - RIP RAP WILL BE UTILIZED AT ALL APRONS FOR ENERGY DISSIPATION AND PROVIDE SEDIMENT CONTROL. (Utility Contractor)
  - INLET PROTECTION - INLET PROTECTION WILL BE INSTALLED AND MAINTAINED IN ALL CATCH BASINS & REAR YARD STRUCTURES. (MINICO'S OR EQUAL) (Utility Contractor)
  - SLOPE STABILIZATION - SILT FENCE WILL BE INSTALLED ALONG DOWN GRADIENT GRADING LIMITS AND WOOD/FIBER BLANKET WILL BE UTILIZED ON ALL SLOPES 3:1 OR GREATER TO PROVIDE ADEQUATE SLOPE STABILIZATION. (Grading Contractor)
  - BIOROLLS - BIOROLLS WILL BE INSTALLED ALONG REAR YARD SWALES TO PREVENT SEDIMENT FROM REACHING THE NURP POND AND ULTIMATELY DOWNSTREAM WETLANDS (Grading Contractor).
  - INFILTRATION AREAS - INFILTRATION AREAS WILL BE UTILIZED TO REDUCE THE AMOUNT OF RUNOFF FROM THE INCREASED HARDSURFACE. (Grading Contractor)
  - STREET SWEEPING - STREET SWEEPING WILL BE DONE A MINIMUM OF ONCE PER WEEK OR AS NEEDED TO MINIMIZE DUST CONTROL AND VEHICLE TRACKING. (Grading and Utility Contractor)
  - PHOSPHOROUS FREE FERTILIZER - PHOSPHOROUS FREE FERTILIZER WILL ALSO BE USED ON SITE.
  - ALL CONCRETE WASHOUT WASTE PRODUCED SHALL BE REMOVED FROM THE SITE. (Utility Contractor)
  - ADDITIONAL BMPs SHALL BE INSTALLED AROUND ALL WETLANDS WHERE GRADING IS TO OCCUR WITHIN 50FT. SUCH BMPs INCLUDE DOZER CUT DITCH.



\*AS OUTLINED IN THE PROJECT ENVIRONMENTAL ASSESSMENT WORKSHEET, INVASIVE SPECIES SUCH AS BUCKTHORN WILL BE ERADICATED THROUGH THE SITE CONSTRUCTION AND DEVELOPMENT PROCESS. IN ALL DISTURBED AREAS, BUCKTHORN MUST BE REMOVED AND DISPOSED OF IN CONJUNCTION WITH THE TREE REMOVAL AND GRADING PROCESS.

\*IF SITE WORK IS PERFORMED DURING THE SPRING, ALL TREE REMOVAL CONTRACTORS WILL BE REQUIRED TO INSPECT TREES AND SHRUBS PRIOR TO REMOVAL TO ENSURE THERE ARE NO ACTIVE LOGGERHEAD SHRIKE NESTS. IF ANY ARE DISCOVERED, LEAVE THE VEGETATION AND NEST IN PLACE AND REPORT ANY LOGGERHEAD SHRIKE SIGHTINGS TO PULTE HOMES, WHO WILL NOTIFY THE DNR. FOR INFORMATION ON HOW TO IDENTIFY A LOGGERHEAD SHRIKE NEST, SEE [HTTPS://WWW.DNR.STATE.MN.US/RSQ/PROFILE.HTML?ACTION=ELEMENTDETAIL&SELECTEDELEMENT=ABPR0103](https://www.dnr.state.mn.us/rsq/profile.html?action=elementdetail&selectedelement=abpr0103).



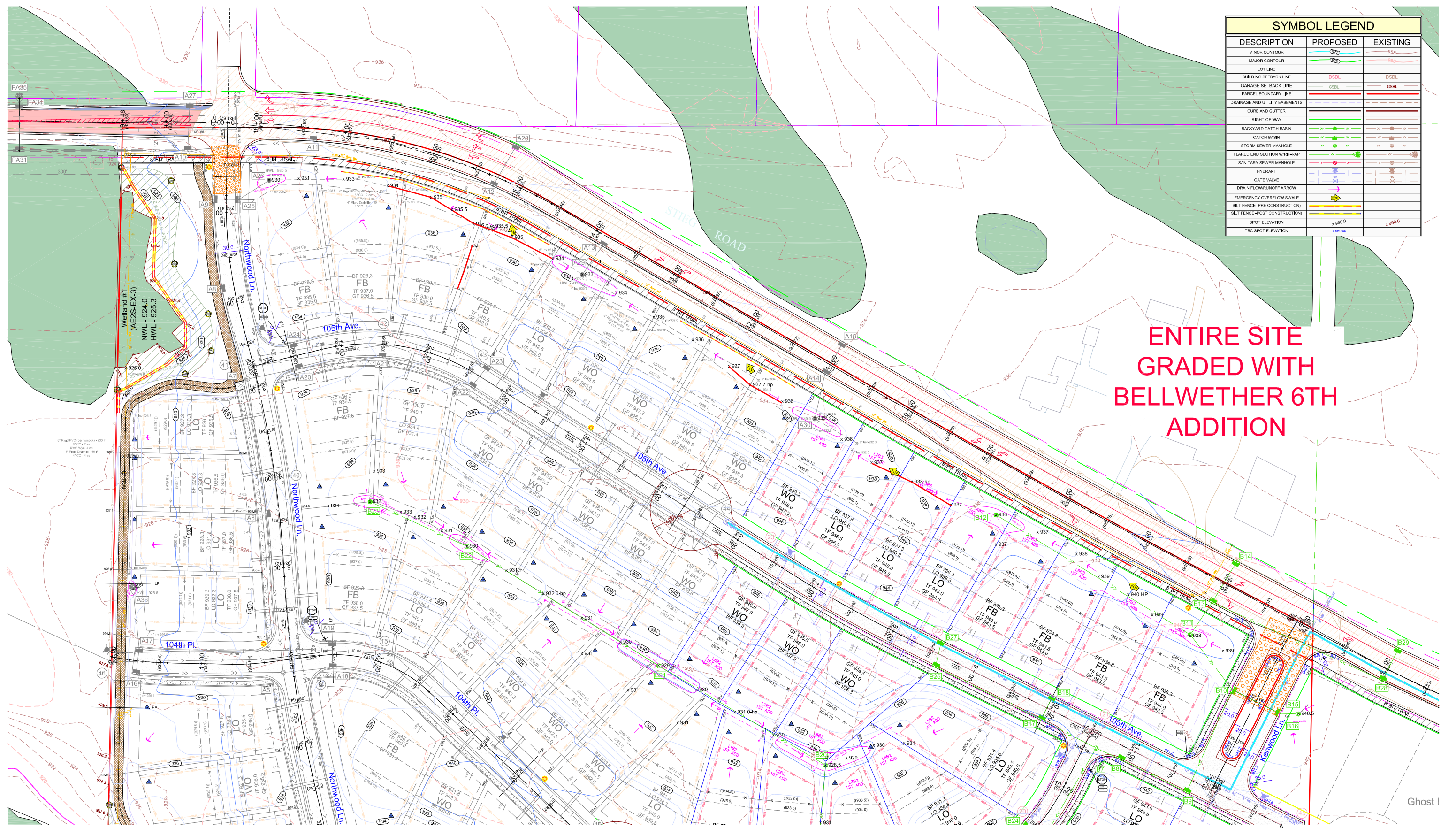
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			<p><b>FINAL GRADING PLAN</b> <b>AMBERLY 1ST ADDITION</b> <b>PULTE HOMES OF MINNESOTA, LLC</b></p>



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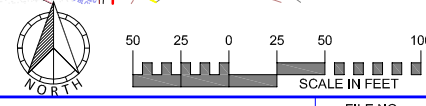
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**DESIGNERS PLANNERS**

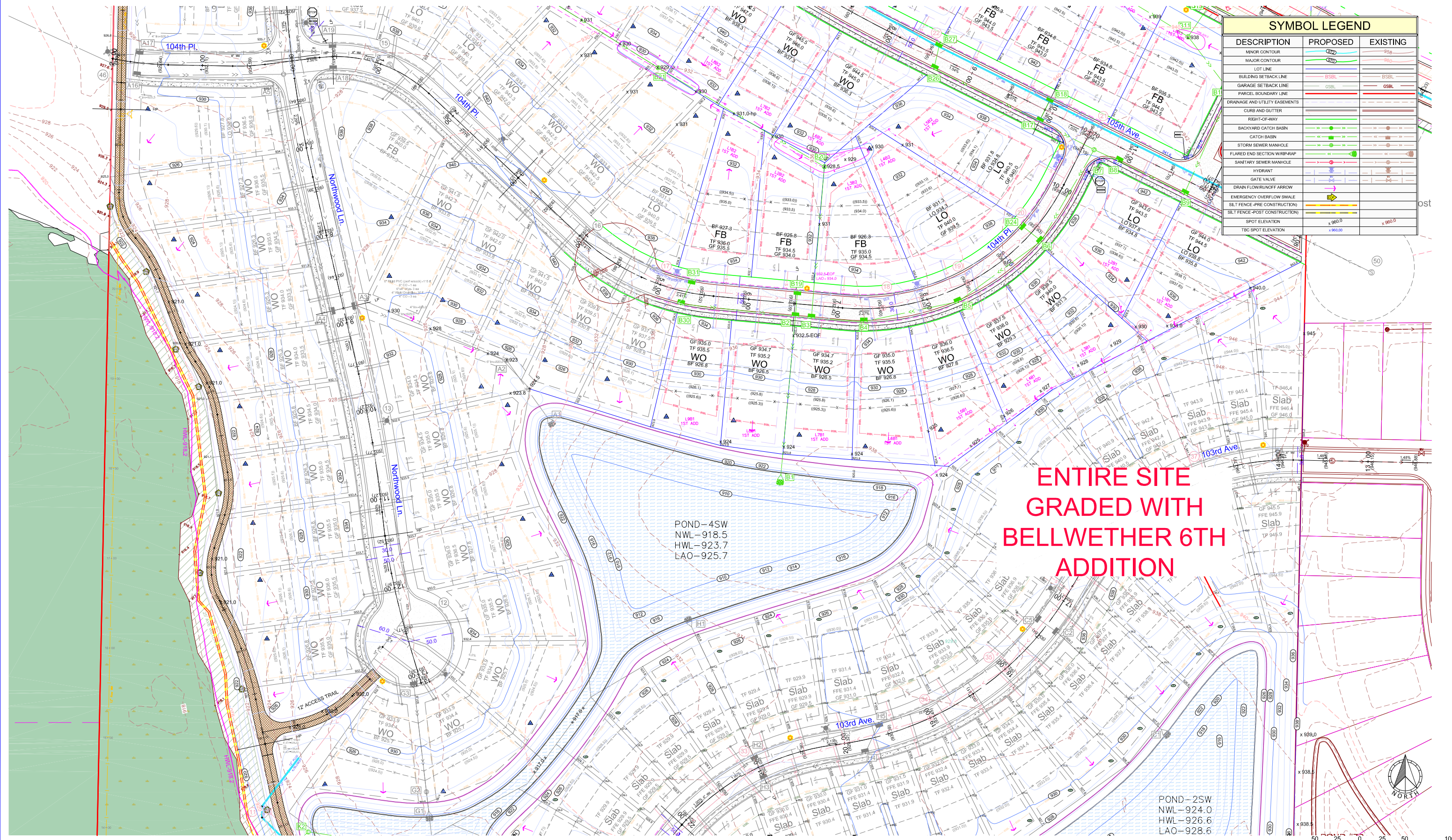
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**FINAL GRADING PLAN**  
**AMBERLY 1ST ADDITION**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO. 72905-313-1100  
**17**  
**26**





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ADDITION**

POND-4SW  
NWL-918.5  
HWL-923.7  
LAO-925.7

POND-2SW  
NWL-924.0  
HWL-926.6  
LAO-928.6

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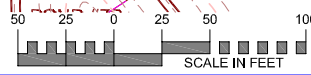
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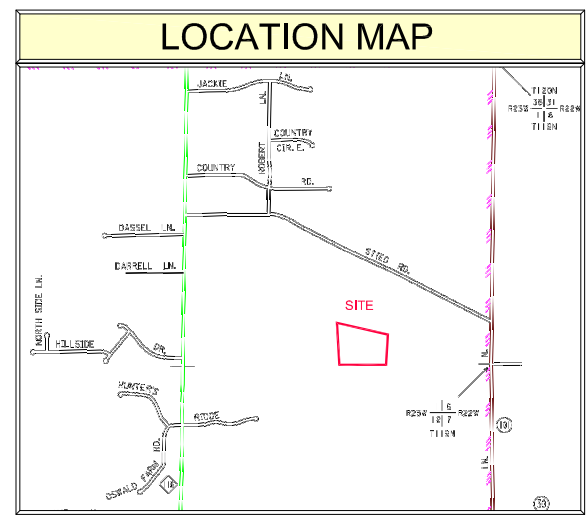
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72905-313-1100 AMBERLY 1ST ADDITION





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2-5	Final Street Plan
6	Pedestrian Ramp Details
7-16	Final Sanitary Sewer & Watermain Plan
17-21	Final Storm Sewer Plan
22-27	Final Grading Plan
28	Final Erosion Control Plan
29-35	Construction Details

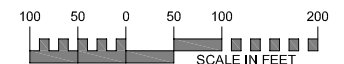
**PREPARED BY**

ENGINEER  
**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY  
 WAYZATA, MINNESOTA 55391  
 PHONE: (952) 476-6000  
 FAX: (952) 476-0104  
 CONTACT: ROBERT S. MOLSTAD, P.E.  
 EMAIL: MOLSTAD@SATHRE.COM

**PREPARED FOR**

DEVELOPER  
**PULTE HOMES OF MINNESOTA**  
 7500 FLYING CLOUD DRIVE  
 SUITE 670  
 EDEN PRAIRIE, MN 55344  
 CONTACT:  
 CHAD ONGSARD  
 PHONE: (952) 228-0723  
 EMAIL: CHAD.ONGSARD@PULTEGROUP.COM

DESIGN DATA
LOT COUNT (6TH ADDITION) - 62 LOTS
44FT, 50FT & 60FT LOTS X +/-125FT DEEP
FYSB - 25 FT (50 FT & 66 FT ROWS)
FYSB - 20 FT (60 FT ROW)
SYSB - 5 FT / SFT
CRNR - 20 FT
RYSB - 25 FT EXT / 20 FT (OTHERS)
60 FT ROW (32 FT B-B)
50 FT ROW (28 FT B-B)
66 FT ROW COLLECTOR (36 FT B-B)
5 FT WALKS / 8 FT TRAILS



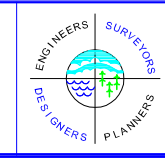
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DRAWING NAME	NO.	BY	DATE	REVISIONS
SHEET-TI	01	ERJ	08/18/21	CITY COMMENT REVISIONS
DRAWN BY	02	ERJ	08/27/21	GRADING/POND REVISIONS
CHECKED BY				
RSM				
DATE				
07/19/21				

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Eric R. Johnson*  
 ERIC R. JOHNSON, P.E.  
 Date: 07/19/21 Lic. No. 56659

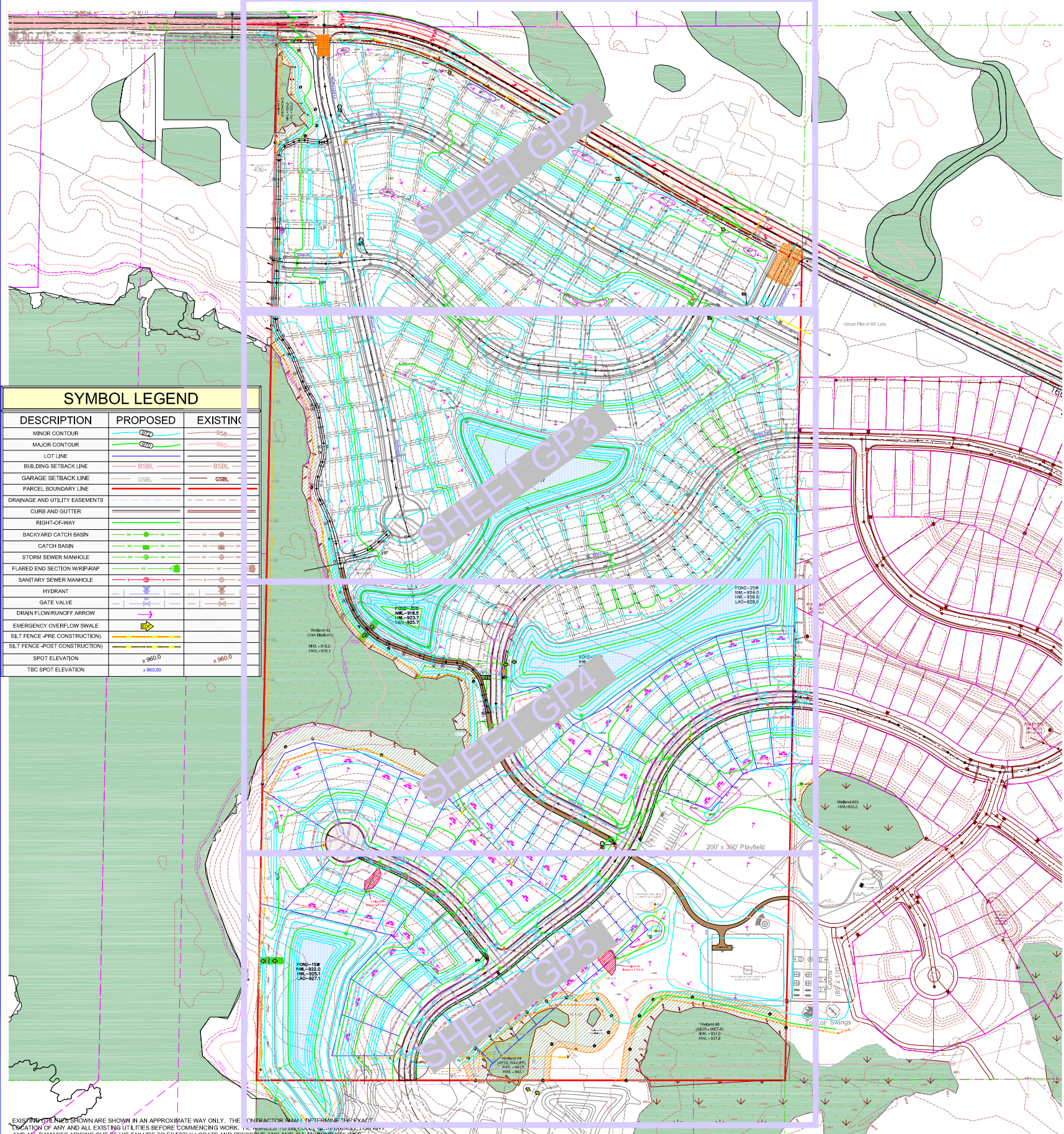


**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
 ---  
**CORCORAN, MINNESOTA**

**TITLE SHEET**  
**BELLWETHER 6TH ADDITION**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO.  
 72905-313-600  
**1**  
**35**



CONSTRUCTION NOTES

1. INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF CORCORAN, ELM CREEK WATERSHED DISTRICT OR DIRECTED BY THE ENGINEER.
2. THE WATER QUALITY POND MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. SAND, CLAYS, AND SILTS MUST BE REMOVED FROM THE POND AS NECESSARY DURING CONSTRUCTION AND AT THE COMPLETION OF THE PROJECT. REFER TO SECTION 2.2 OF THE STORM WATER POLLUTION PREVENTION PLAN.
3. BEGIN GRADING. INSTALL PERFORATED RISER PIPE IN PONDS WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPE SHALL BE USED FOR INTERMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. THE TEMPORARY DRAINAGE PIPES SHALL BE INCIDENTAL TO THE GRADING OPERATIONS. INSTALL SILT FENCE AROUND EXCAVATED POND, AFTER THE AS-BUILT ELEVATIONS HAVE BEEN VERIFIED BY THE ENGINEER.
4. INSPECT POND, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
5. LINE ALL PONDS WITH A MINIMUM 4" ORGANIC SOILS & SEED SLOPES BETWEEN NWL AND 100 YR HWL WITH A WATER TOLERANT MIX. (OR AS NOTED)
6. REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED (INCIDENTAL).
7. POND - 10:1 BENCH (1 FOOT) THEN 4:1 MAX
8. LO & WO FINISHED PADS SHALL BE FLATTER THAN 3:1. ALL OTHER SLOPES 4:1 MAX (UNLESS NOTED)
9. RESTORATION - 56.0 ACRES PLUS WETLAND RESTORATION AREAS (BELLWETHER 4TH QUANTITY)
  - A. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
  - B. SEED ALL DISTURBED AREAS WITH MNDOT MIXTURE #250 AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE (UNLESS OTHERWISE NOTED).
  - C. SEED WETLAND BUFFER AREAS WITH MIX 35-241 (MESIC PRAIRIE GENERAL), TEMPORARY WETLAND 10 IMPACT-STATE SEED MIX 34-271, WETLAND EXCAVATION/IRRIGATION AREA - STATE SEED MIX 34-181 (EMERGENT WETLAND OR SIMILAR)
  - D. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
  - E. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOOD/FIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
  - F. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED.
  - G. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
  - H. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
10. SILT FENCE, BEFORE GRADING - 8,400 LF (BELLWETHER 6TH QUANTITY)  
AFTER GRADING - 4,875 LF (BELLWETHER 6TH QUANTITY)
11. TREE FENCE, BEFORE GRADING - N/A LF
12. EROSION BLANKET - AS NEEDED - AS REQUIRED ON ALL SLOPES 3:1 OR LESS

GENERAL NOTES:

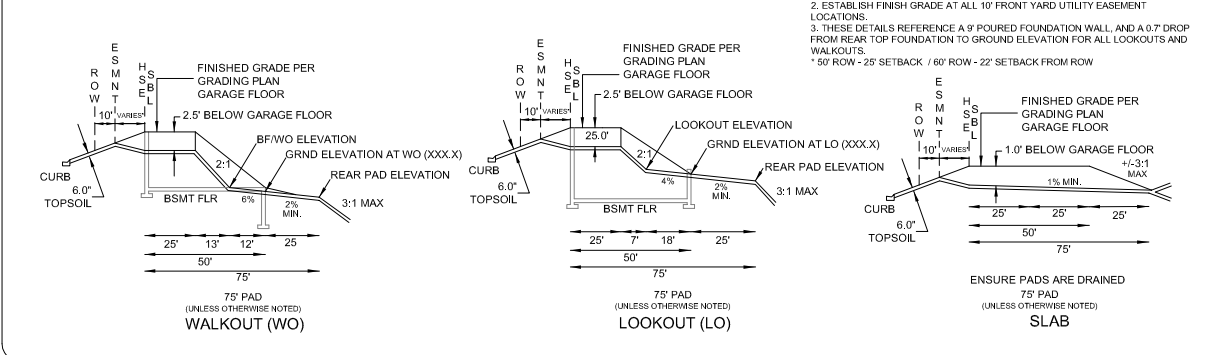
1. THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
2. THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES FOR ALL STORM SEWER INLETS (EXISTING AND PROPOSED) AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
3. ALL RETAINING WALLS WILL REQUIRE A STRUCTURAL DESIGN, A BUILDING PERMIT & A FINAL INSPECTION REPORT (IF APPLICABLE)
4. A 1'-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES. (SEE DETAIL)
5. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
6. THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL. THE GRADING CONTRACTOR WILL BE REQUIRED TO PROVIDE STREET SWEEPING ON HUNTER DRIVE DURING THE GRADING OPERATIONS, IF REQUIRED.
7. EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

ON-SITE BMPs

1. NURP POND - NURP POND WILL BE UTILIZED TO MEET OR EXCEED QUALITY AND RATE CONTROL REQUIREMENTS.
2. SKIMMERS - THE POND OUTLET STRUCTURE INCLUDES A SUBMERGED INLET PIPE TO ALLOW SKIMMING (Utility Contractor)
3. RIP RAP - RIP RAP WILL BE UTILIZED AT ALL APRONS FOR ENERGY DISSIPATION AND PROVIDE SEDIMENT CONTROL. (Utility Contractor)
4. INLET PROTECTION - INLET PROTECTION WILL BE INSTALLED AND MAINTAINED IN ALL CATCH BASINS & REAR YARD STRUCTURES. (MINCO'S OR EQUAL) (Utility Contractor)
5. SLOPE STABILIZATION - SILT FENCE WILL BE INSTALLED ALONG DOWN GRADIENT GRADING LIMITS AND WOOD/FIBER BLANKET WILL BE UTILIZED ON ALL SLOPES 3:1 OR GREATER TO PROVIDE ADEQUATE SLOPE STABILIZATION. (Grading Contractor)
6. BIOROLLS - BIOROLLS WILL BE INSTALLED ALONG REAR YARD SWALES TO PREVENT SEDIMENT FROM REACHING THE NURP POND AND ULTIMATELY DOWNSTREAM WETLANDS (Grading Contractor).
7. INFILTRATION AREAS - INFILTRATION AREAS WILL BE UTILIZED TO REDUCE THE AMOUNT OF RUNOFF FROM THE INCREASED HARDSURFACE. (Grading Contractor)
8. STREET SWEEPING - STREET SWEEPING WILL BE DONE A MINIMUM OF ONCE PER WEEK OR AS NEEDED TO MINIMIZE DUST CONTROL AND VEHICLE TRACKING (Grading and Utility Contractor)
10. PHOSPHOROUS FREE FERTILIZER - PHOSPHOROUS FREE FERTILIZER WILL ALSO BE USED ON SITE.
11. ALL CONCRETE WASHOUT WASTE PRODUCED SHALL BE REMOVED FROM THE SITE. (Utility Contractor)
12. ADDITIONAL BMPs SHALL BE INSTALLED AROUND ALL WETLANDS WHERE GRADING IS TO OCCUR WITHIN 50FT. SUCH BMPs INCLUDE DOZER CUT DITCH.

WETLAND BUFFER POST

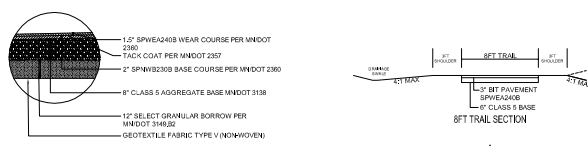
HOLDDOWN DETAILS



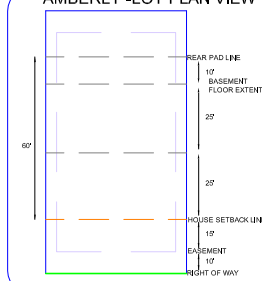
\*AS OUTLINED IN THE PROJECT ENVIRONMENTAL ASSESSMENT WORKSHEET, INVASIVE SPECIES SUCH AS BUCKTHORN WILL BE GRADICATED THROUGHOUT THE SITE CONSTRUCTION AND DEVELOPMENT PROCESS. IN ALL DISTURBED AREAS, BUCKTHORN MUST BE REMOVED AND DISPOSED OF IN CONJUNCTION WITH THE TREE REMOVAL AND GRADING PROCESS.

\*IF SITE WORK IS PERFORMED DURING THE SPRING, ALL TREE REMOVAL CONTRACTORS WILL BE REQUIRED TO INSPECT TREES AND SHRUBS PRIOR TO REMOVAL TO ENSURE THERE ARE NO ACTIVE LOGGERHEAD SHRIKE NESTS. IF ANY ARE DISCOVERED, LEAVE THE VEGETATION AND NEST IN PLACE AND REPORT ANY LOGGERHEAD SHRIKE SIGHTINGS TO PULTE HOMES, WHO WILL NOTIFY THE DNR. FOR INFORMATION ON HOW TO IDENTIFY A LOGGERHEAD SHRIKE NEST, SEE [HTTPS://WWW.DNR.STATE.MN.US/RSG/PROFILE.HTML?action=elementdetail&selectedelement=abpbr01030](https://www.dnr.state.mn.us/rsg/profile.html?action=elementdetail&selectedelement=abpbr01030)

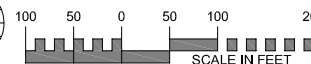
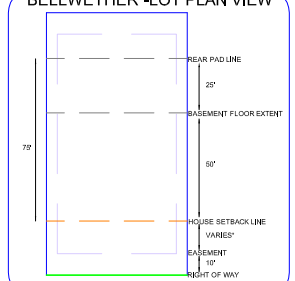
RESIDENTIAL STREETS



AMBERLY - LOT PLAN VIEW



BELLWETHER - LOT PLAN VIEW



\*BELLWETHER LOT LAYOUT - 20' FRONT BUILDING SETBACK & 22' DRIVEWAY SETBACK

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/ RIP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVEFLOW SWALE		
SILT FENCE - PRE CONSTRUCTION		
SILT FENCE - POST CONSTRUCTION		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION	x 960.00	x 960.00

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ERIC R. JOHNSON, P.E.  
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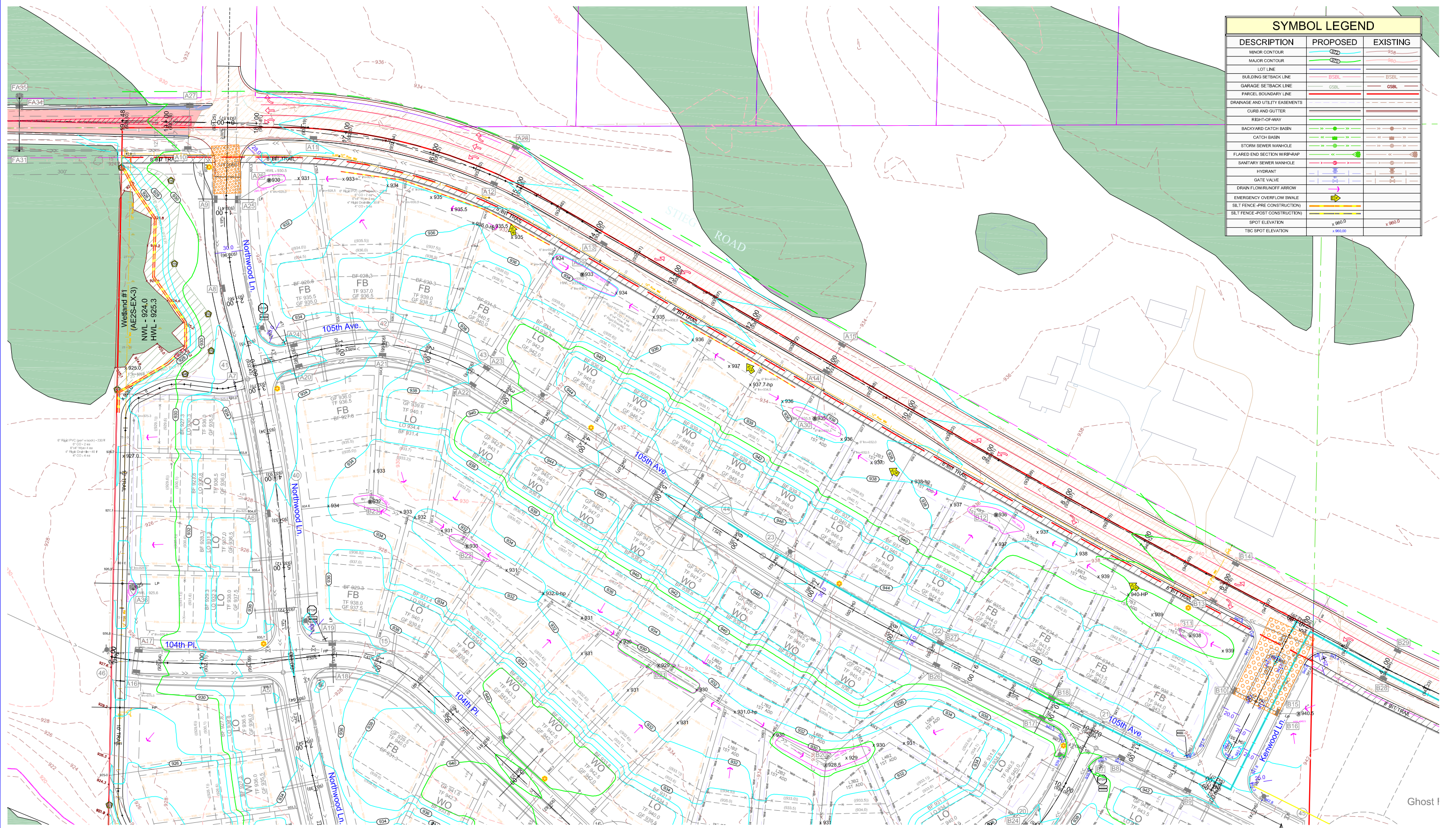


**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN, 55391 (952) 476-6000

CITY PROJECT NO. ---  
**CORCORAN, MINNESOTA**

**FINAL GRADING PLAN**  
**BELLWETHER 6TH ADDITION**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO. 72905-313-600  
**22**  
**35**



SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
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CURBS AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-AROUND		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - PRE CONSTRUCTION		
SILT FENCE - POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		

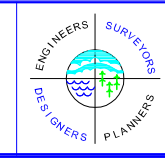
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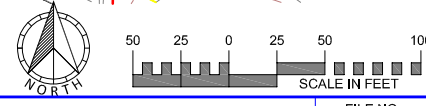


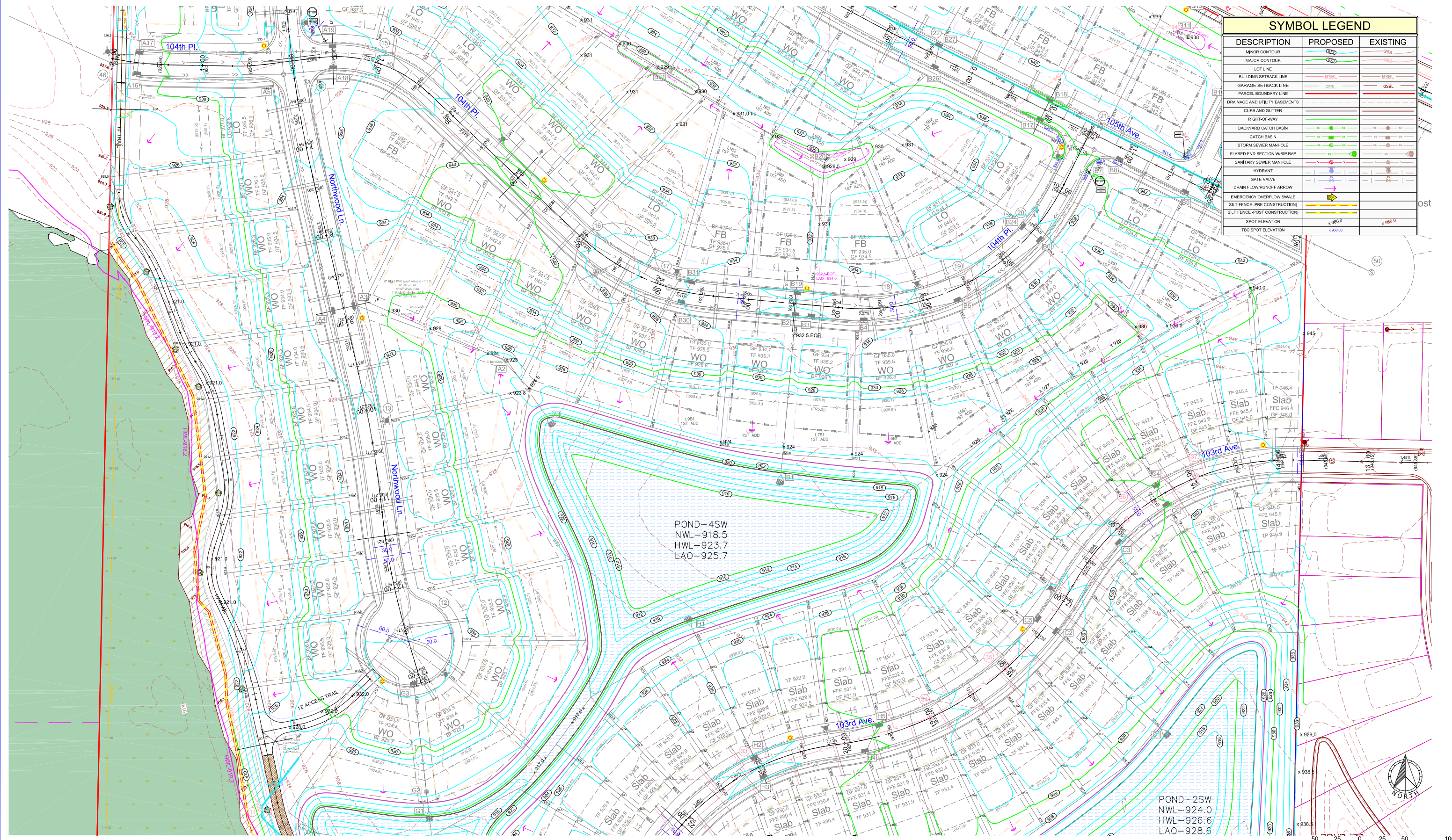
**SATHRE-BERGQUIST, INC.**  
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**FINAL GRADING PLAN**  
**BELLWETHER 6TH ADDITION**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO.  
 72905-313-600  
**23**  
**35**





SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WHIRRAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - PRE CONSTRUCTION		
SILT FENCE - POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		

POND-4SW  
 NWL-918.5  
 HWL-923.7  
 LAO-925.7

POND-2SW  
 NWL-924.0  
 HWL-926.6  
 LAO-928.6

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**ENGINEERS SURVEYORS**  
**DESIGNERS PLANNERS**

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
 --

**CORCORAN, MINNESOTA**

**FINAL GRADING PLAN**

**BELLWETHER 6TH ADDITION**

**PULTE HOMES OF MINNESOTA, LLC**

FILE NO.  
 72905-313-600

**24**

**35**

72905-313-600 BELLWETHER 6TH ADDITION

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
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LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
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DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
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STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		

Wetland #2  
Van Blaricom)

NWL - 916.0  
HWL - 918.1

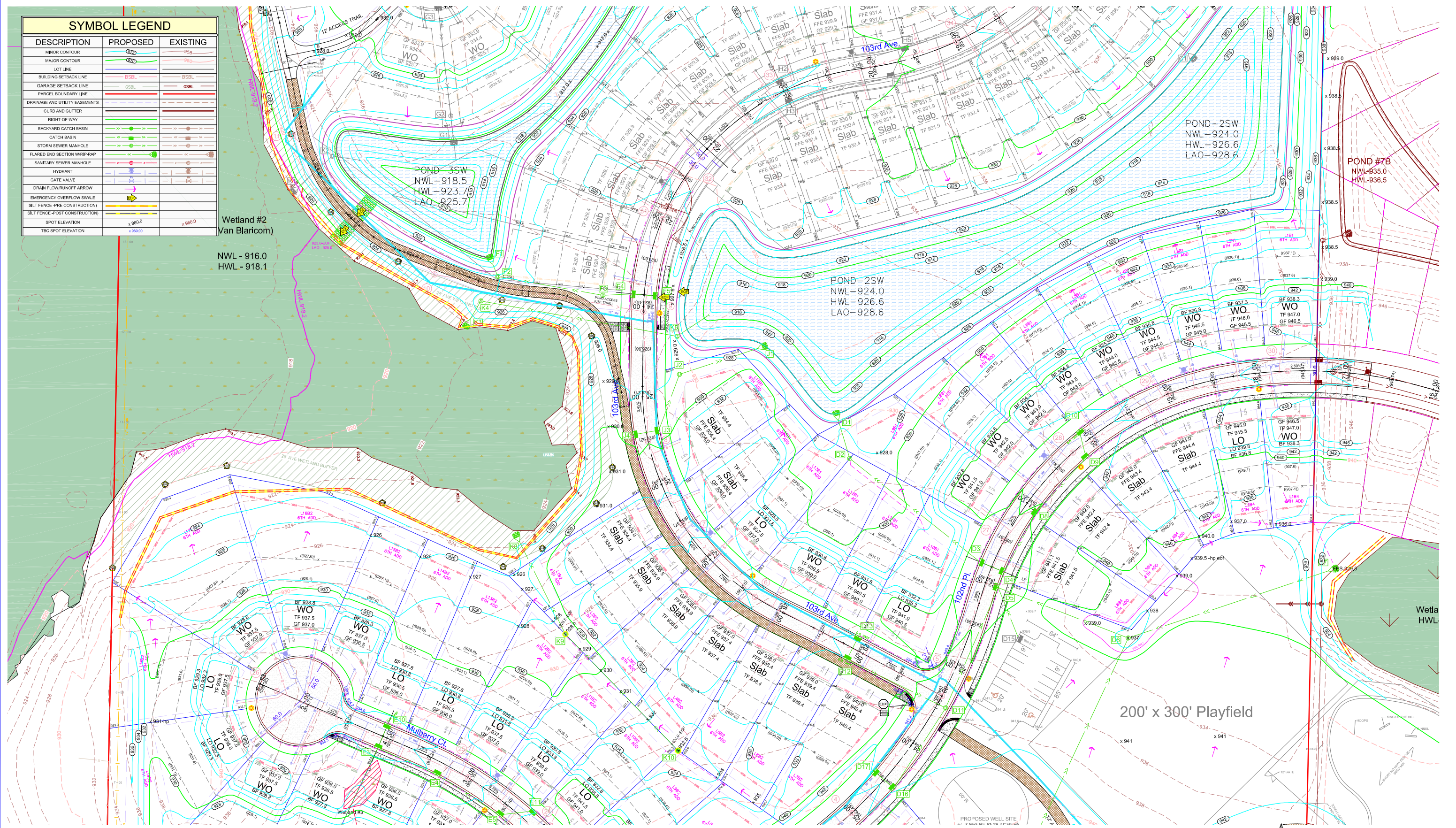
POND-3SW  
NWL-918.5  
HWL-923.7  
LAO-925.7

POND-2SW  
NWL-924.0  
HWL-926.6  
LAO-928.6

POND-2SW  
NWL-924.0  
HWL-926.6  
LAO-928.6

POND #7B  
NWL-935.0  
HWL-936.5

200' x 300' Playfield



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ENGINEERS SURVEYORS  
DESIGNERS PLANNERS

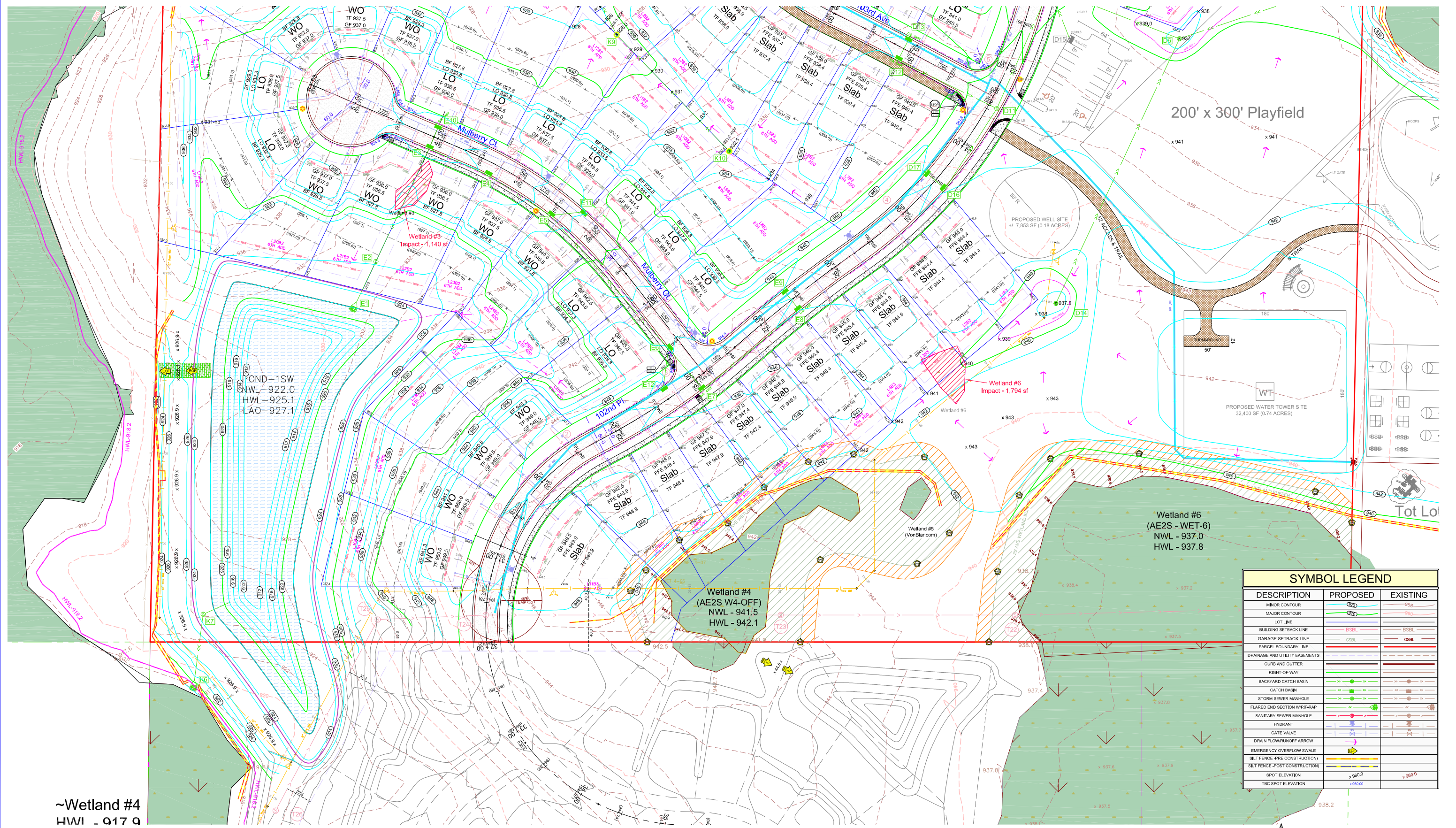
**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
CORCORAN, MINNESOTA

FINAL GRADING PLAN  
BELLWETHER 6TH ADDITION  
PULTE HOMES OF MINNESOTA, LLC

FILE NO.  
72905-313-600  
25  
35

72905-313-600 BELLWETHER 6TH ADDITION



~Wetland #4  
HWL - 917.0

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-AROUND		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - (PRE CONSTRUCTION)		
SILT FENCE - (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		

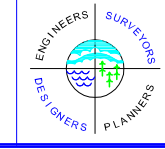
EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
SHEET-GP	01	ERJ	08/18/21	CITY COMMENT REVISIONS
DRAWN BY	02	ERJ	08/27/21	GRADING/POND REVISIONS
CHECKED BY				
RSM				
DATE				
07/19/21				

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'S EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Eric R. Johnson*  
ERIC R. JOHNSON, P.E.  
Date: 07/19/21 Lic. No. 56659

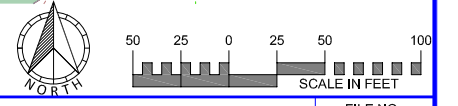


**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
CORCORAN, MINNESOTA

**FINAL GRADING PLAN**  
**BELLWETHER 6TH ADDITION**  
**PULTE HOMES OF MINNESOTA, LLC**

FILE NO.  
72905-313-600  
**26**  
**35**



72905-313-600 BELLWETHER 6TH ADDITION

# BELLWETHER 6TH ADDITION

C.R. DOC. NO. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:** That Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, owner of the following described property situated in the State of Minnesota, County of Hennepin, to wit:

That part of the East Half of the Southwest Quarter of Section 1, Township 119, Range 23, Hennepin County, Minnesota lying southwesterly of a line described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence east along the north line of said Southwest Quarter, a distance of 1504.50 feet to the beginning of the line to be described; thence southeasterly along a tangential curve concave to the south having a radius of 593.55 feet and a central angle of 30 degrees 03 minutes 52 seconds, a distance of 311.45 feet; thence southeast tangent to said curve, a distance of 477.04 feet; thence southeasterly along a tangential curve concave to the northeast having a radius of 10753.34 feet and a central angle of 2 degrees 39 minutes 53 seconds, a distance of 500.14 feet to the east line of said East Half of the Southwest Quarter and said line there terminating. Containing 74.57 acres.

Has caused the same to be surveyed and platted as BELLWETHER 6TH ADDITION and does hereby dedicate to the public for public use the public ways and the easements for drainage and utility purposes as created by this plat.

In witness whereof said Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed: Pulte Homes of Minnesota, LLC

\_\_\_\_\_  
Jamie Tharp, Chief Manager

STATE OF MINNESOTA, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jamie Tharp, Chief Manager of Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota (Signature)      \_\_\_\_\_ (Notary Printed Name)      My Commission Expires: \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I Daniel L. Schmidt 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 by 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Daniel L. Schmidt, Licensed Land Surveyor  
Minnesota License No. 26147

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Daniel L. Schmidt.

\_\_\_\_\_  
Notary Public, Hennepin County, Minnesota (Signature)      \_\_\_\_\_ (Notary Printed Name)      My Commission Expires: \_\_\_\_\_

**CITY COUNCIL, CITY OF CORCORAN, MINNESOTA**

This plat of BELLWETHER 6TH ADDITION was approved and accepted by the City Council of the City of Corcoran, Minnesota at a regular meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021.

Mark V. Chapin, County Auditor      By: \_\_\_\_\_, Deputy

**SURVEY DIVISION**  
Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

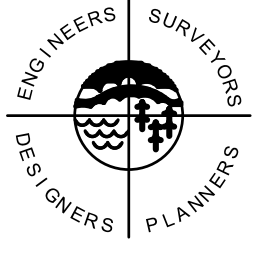
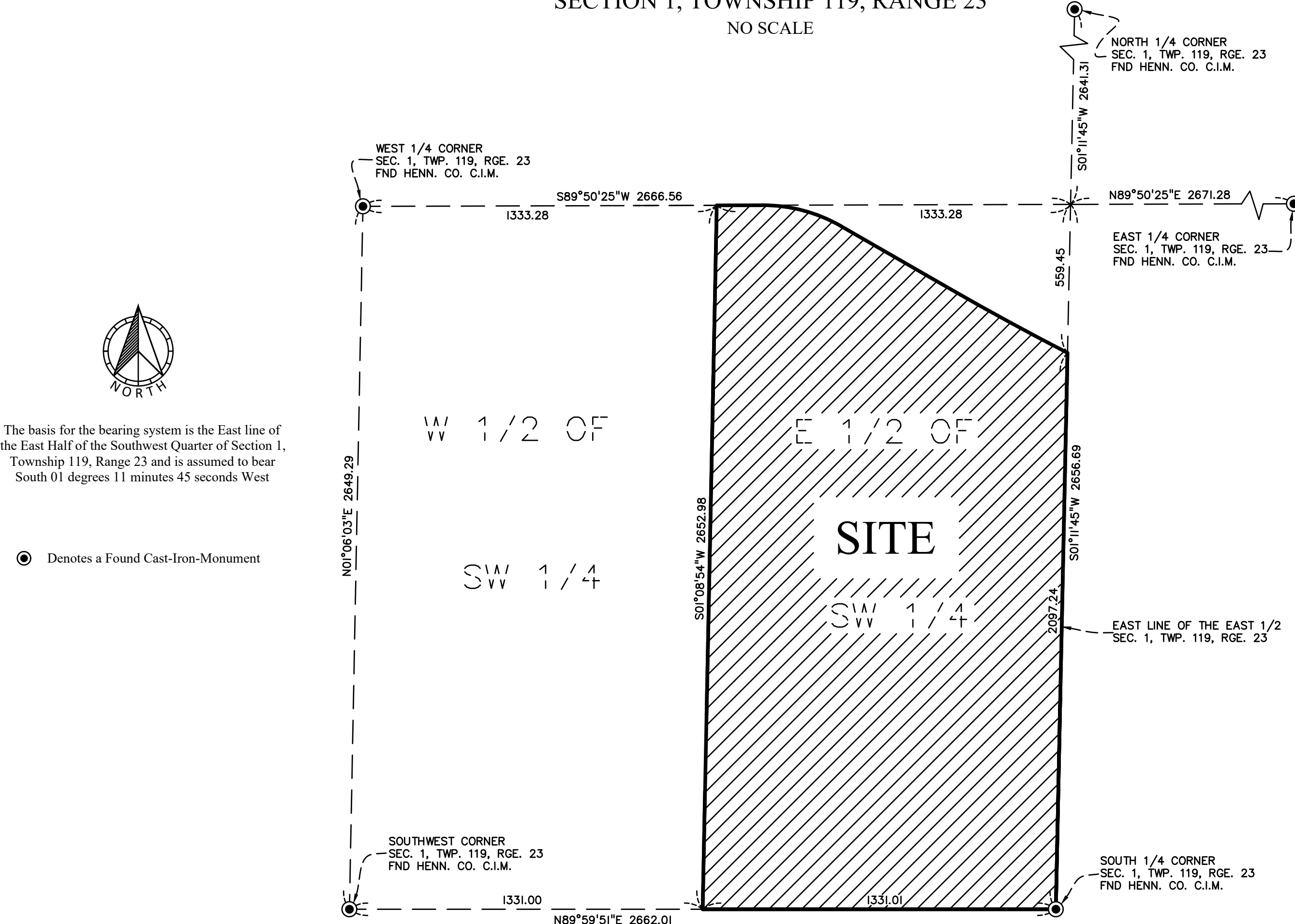
Chris F. Mavis, County Surveyor      By: \_\_\_\_\_

**COUNTY RECORDER**  
Hennepin County, Minnesota

I hereby certify that the within plat of BELLWETHER 6TH ADDITION was recorded in this office this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Amber Bougie, County Recorder      By: \_\_\_\_\_, Deputy

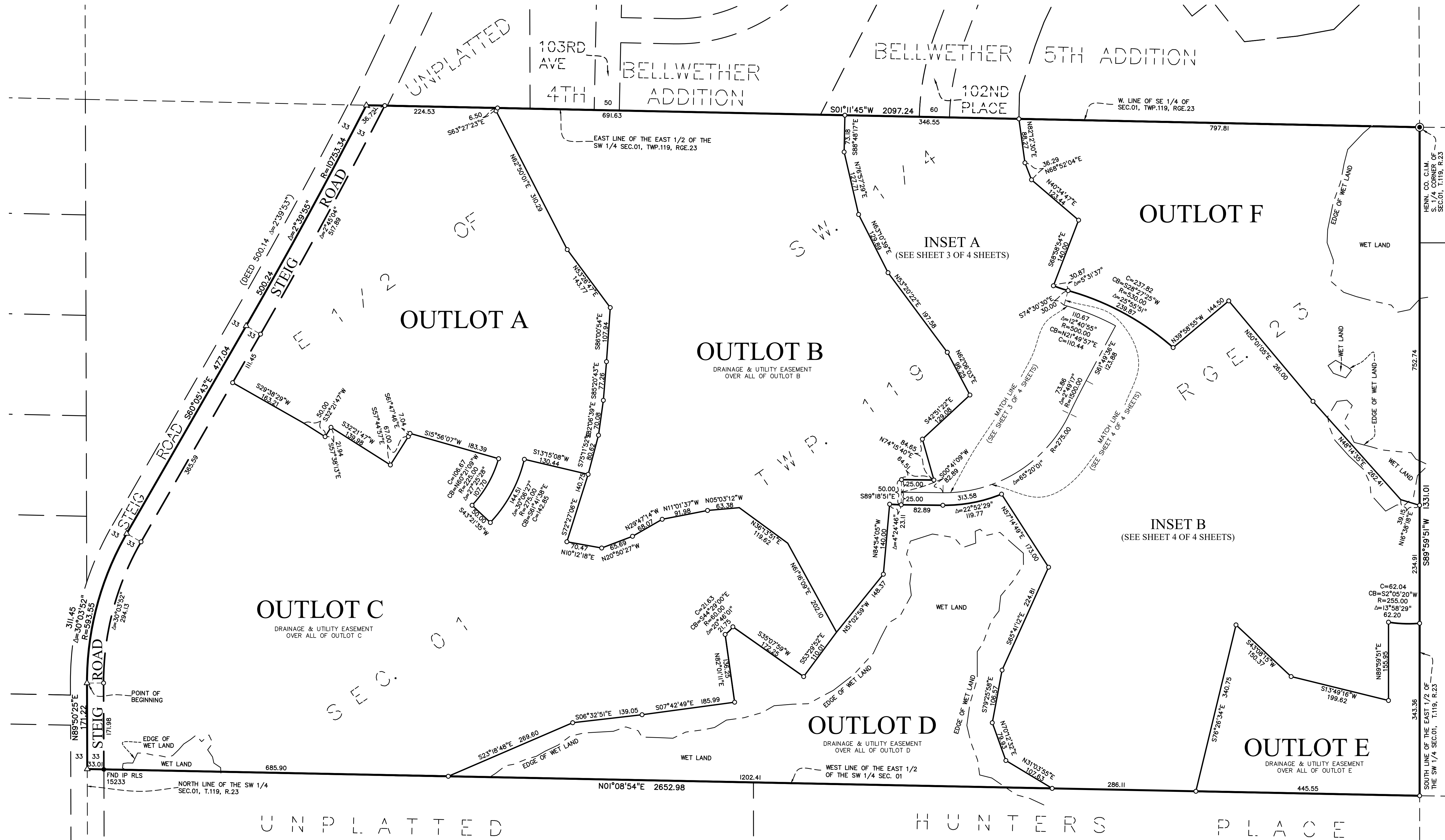
**SECTION BREAKDOWN**  
**SECTION 1, TOWNSHIP 119, RANGE 23**  
NO SCALE



SATHRE-BERGQUIST, INC.

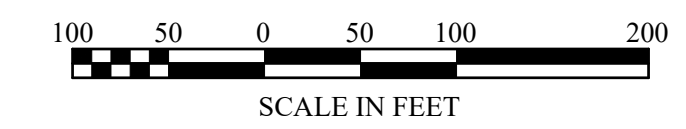
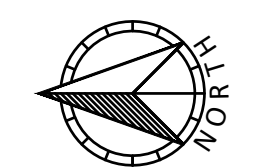
# BELLWETHER 6TH ADDITION

C.R. DOC. NO. \_\_\_\_\_



- Denotes a 1/2 inch by 14 inch iron pipe set and marked by License No. 26147.
- Denotes a 1/2 inch pipe found and marked as shown.
- ⊙ Denotes a Found Cast-Iron-Monument
- △ Denotes a PK Nail set and marked by License No. 26147.

The basis for the bearing system is the East line of the East Half of the Southwest Quarter of Section 1, Township 119, Range 23 and is assumed to bear South 01 degrees 11 minutes 45 seconds West

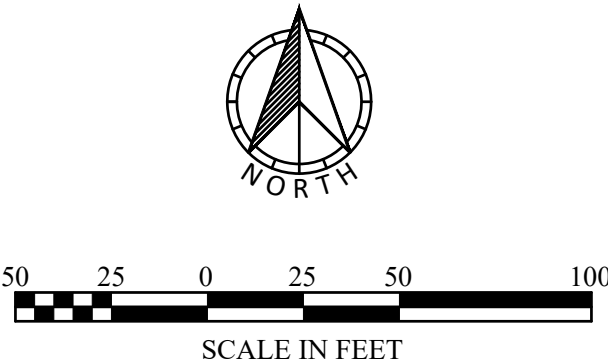


**SATHRE-BERGQUIST, INC.**



# BELLWETHER 6TH ADDITION

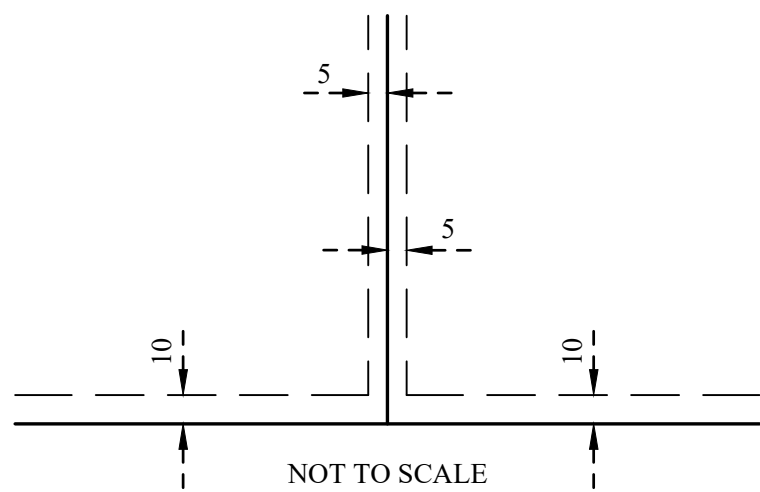
## INSET A



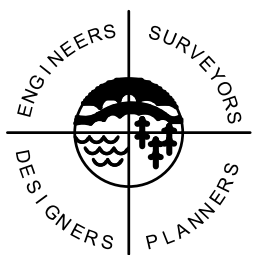
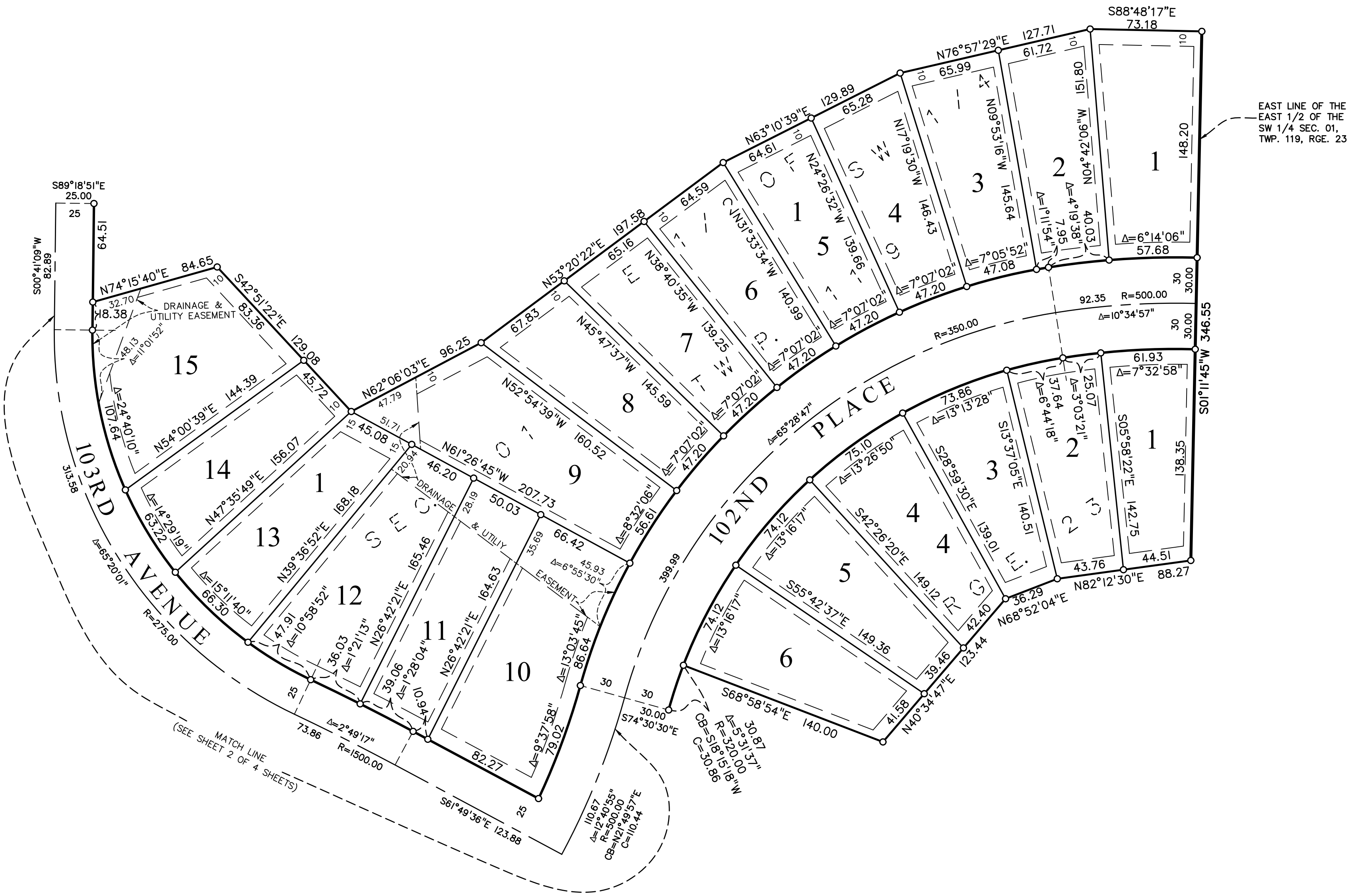
The basis for the bearing system is the East line of the East Half of the Southwest Quarter of Section 1, Township 119, Range 23 and is assumed to bear South 01 degrees 11 minutes 45 seconds West

○ Denotes a 1/2 inch by 14 inch iron pipe set and marked by License No. 26147.

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, as shown on this plat.

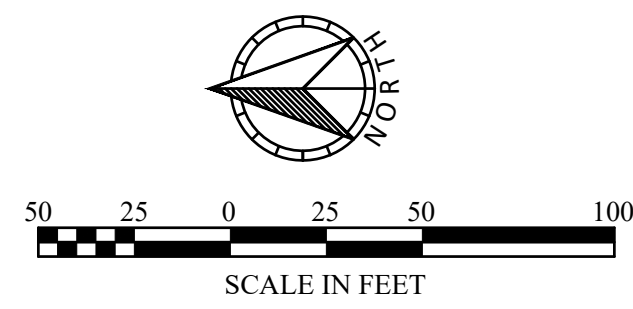


SATHRE-BERGQUIST, INC.

# BELLWETHER 6TH ADDITION

## INSET B

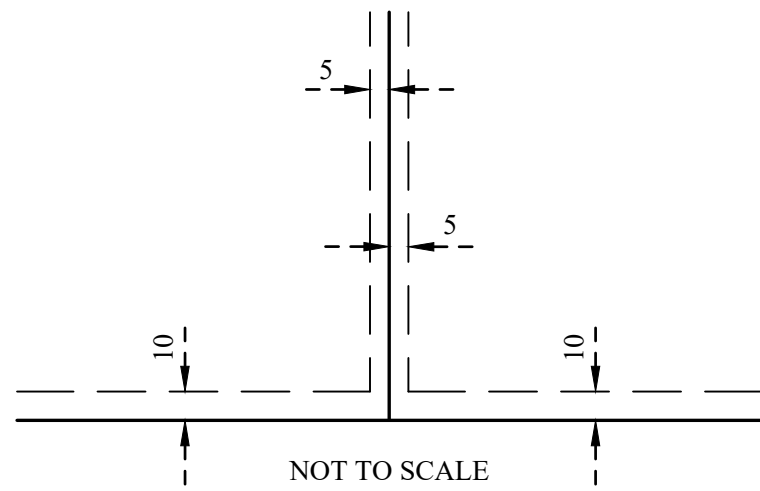
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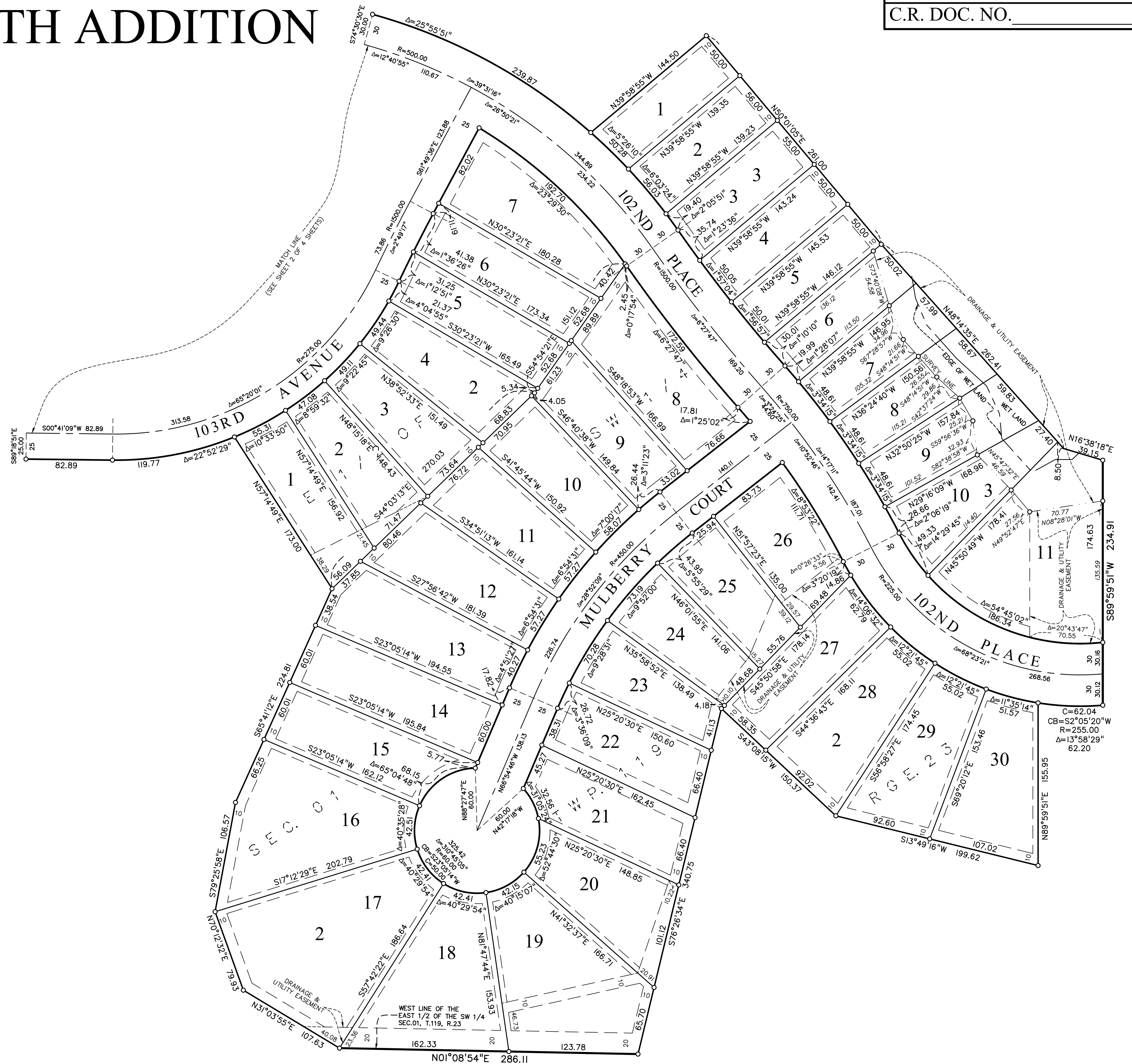
The basis for the bearing system is the East line of the East Half of the Southwest Quarter of Section 1, Township 119, Range 23 and is assumed to bear South 01 degrees 11 minutes 45 seconds West (SEE SHEET 2 OF 4 SHEETS)

○ Denotes a 1/2 inch by 14 inch iron pipe set and marked by License No. 26147.

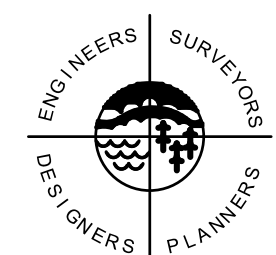
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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, as shown on this plat.



C=62.04  
CB=S2°05'20"W  
R=255.00  
Δ=13°58'29"  
62.20



SATHRE-BERGQUIST, INC.



# AMBERLY

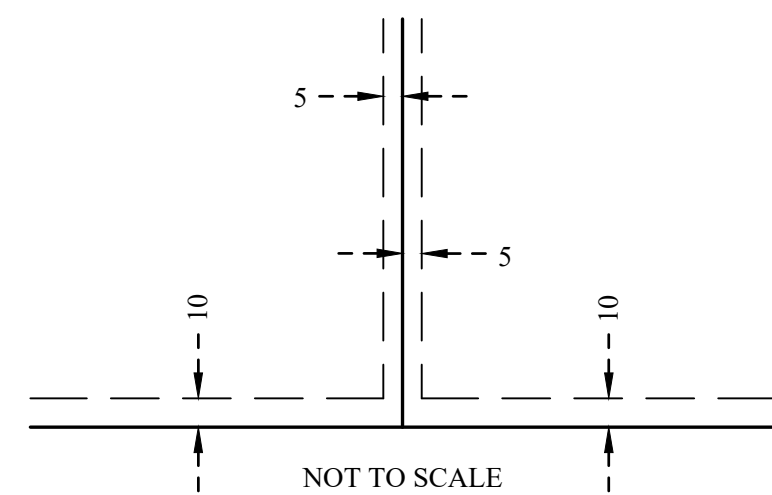
C.R. DOC. NO. \_\_\_\_\_



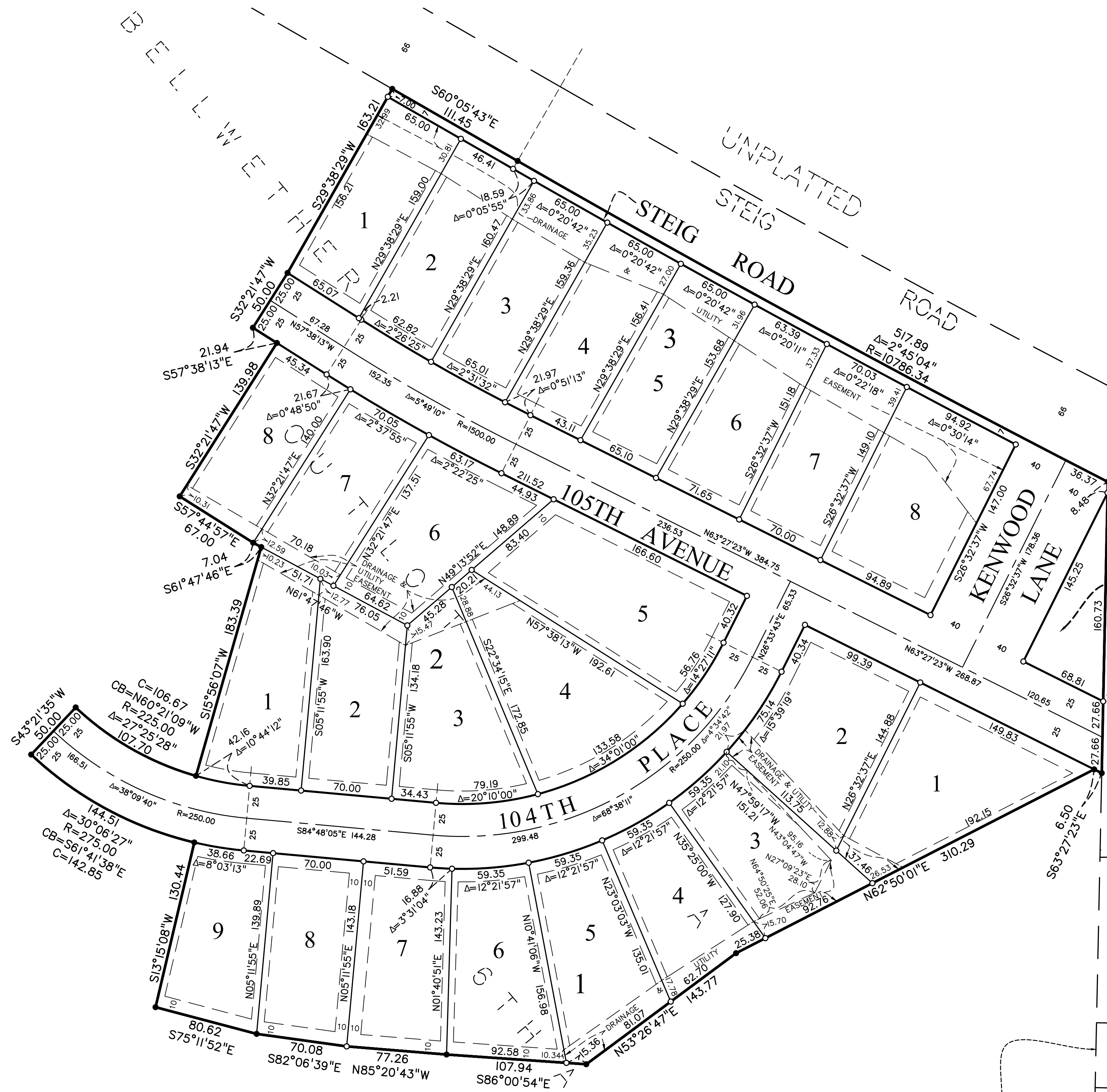
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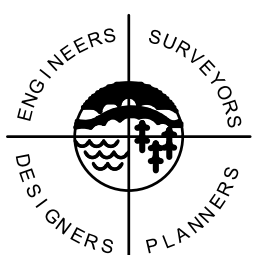


OUTLOT A

UNPLATTED

4TH ADDN

EAST LINE OF THE EAST 1/2 OF THE SW 1/4 SEC. 01, TWP. 119, RGE. 23



SATHRE-BERGQUIST, INC.

# STAFF REPORT

# Agenda Item 9b.

<b>City Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Natalie Davis
<b>Topic:</b> Conditional Uses in Residential Zoning Districts (City File No. 21-034)	<b>Action Required:</b> Direction

---

**Review Deadline: N/A**

## 1. Request:

Since May of this year, there has been ongoing discussion at City Council meetings about the best way to regulate conditional uses within residential zoning districts. At this time, the request is for City Council to make a final decision as to which option is preferred to move forward through the Zoning Ordinance Amendment process.

## 2. City Council Review:

Two separate pathways forward were identified at the City Council meetings held on May 13, 2021, and June 24, 2021:

- Option 1

Removes places of worship/assembly and K-12 educational facilities as a conditional use in urban low- and medium-density residential districts within the Metropolitan Urban Service Area (MUSA): Single Family Residential 1 (RSF-1), Single Family Residential 2 (RSF-2), Single and Two-Family Residential (RSF-3), and Medium Density Residential (RMF-1). As a replacement, K-12 educational facilities would be added as a conditional use within Light Industrial (I-1) and General Mixed Use (GMU) zoning districts and places of worship would be added as a conditional use in I-1. Additionally, Option 1 removes licensed residential facilities serving 7-16 residents in urban low-density residential districts (RSF-1 and RSF-2).

- Option 2

Applies a set of performance standards that would apply to both places of worship and k-12 educational facilities located within all urban low- and medium-density residential districts. This option does not propose any changes to licensed residential facilities serving 7-16 residents.

## 3. Planning Commission Review:

The Planning Commission held a Public Hearing to receive public input regarding both options on September 2, 2021. After initial discussion, the item was tabled to the October

meeting to provide the Commission with additional information. The Planning Commission requested a comparison table providing an overview of the cities researched and how each city handles assembly uses in residential areas. The Commission also asked for examples of institutions for site visits to see real world examples of how different standards can be applied. Finally, the Commission asked for additional insight regarding both options from the City Attorney.

At the October 7<sup>th</sup> meeting the Planning Commission discussed several questions with the City Attorney regarding the legal implications of both options. After continued deliberation, the Planning Commission agreed unanimously (3-0) to recommend moving forward with performance standards under Option 2. Of the suggested performance standards, the Commission recommended to better define the landscaping zone requirements and to not allow assembly uses within urban low- and medium-density residential districts to take advantage of two existing clauses within the City Code that grant flexibility from County Road setbacks (100') in exchange for additional landscaping. Furthermore, Commissioner Lanterman suggested the City Council consider adding a "Safe Harbor Provision" to serve as a relief measure that allows the City to correct course when faced with a Religious Land Use and Institutionalized Persons Act (RLUIPA) challenge. The City Attorney agreed that such a provision could be added.

#### **4. Analysis:**

Under the current City Code, places of worship/assembly are defined as:

*Any place of worship, including any church, synagogue, temple, mosque, or other building or facility, primarily engaged in religious worship. The term does not include uses, such as schools, recreational facilities, day care or child care facilities, kindergartens, dormitories, or other facilities, for temporary or permanent residences, which are connected or related to the worship facility or the principal buildings on the site, or are located on the same site, even if the curriculum or services offered as part of such use includes religious services and/or training.*

The Planning Commission agreed that it makes sense to update this definition as a part of the zoning ordinance update, regardless of which option is selected by City Council. It is confusing to name this definition as "places of worship/assembly" when the definition is specific to places of worship and excludes other types of assembly uses. "Places of assembly" is understood to be a broad term of uses that includes places of worship as well as other uses, such as theaters, schools, clubs, event centers, and recreational facilities. Therefore, staff recommends simplifying the title of the above definition to "places of worship."

RLUIPA requires places of worship to be treated similar to other institutional and assembly uses. Case law implies that places of worship must also be allowed in zoning districts that allow for uses such as schools, private clubs, community centers, theaters, etc. In order to comply with RLUIPA, the City must base regulations placed on religious uses on a compelling governmental interest, and the regulations must be the least restrictive means to advance said interest. If a RLUIPA claimant were to demonstrate that a substantial burden was placed on its

religious use, the burden of proof to justify regulations shifts to the City. Due to the difficulty in meeting this burden of proof, the City should make every effort to avoid regulations which create a substantial burden on the implementation of a religious use within the City.

Based on City Council discussions, the governmental interest to remove or further regulate places of worship stems from the desire to protect the surrounding residential community from a development that substantially alters the neighborhood character. Staff and the City Attorney believes this goal is sound and defensible, and the City should seek to accomplish this goal without preventing or substantially burdening potential religious uses within the City. Regulations which are found to substantially burden religious uses will only be defensible if they are the least restrictive way to meet a compelling governmental interest.

Option 1:

If places of assembly are no longer allowed as a conditional use in low- and medium-density residential districts within the MUSA, then staff agrees that educational facilities should also be removed as a Conditional Use in these districts in order to comply with RLUIPA. In considering the potential burden Option 1 presents to religious uses, it is important to consider how much vacant land would potentially be available for religious uses today as well as the foreseeable future. This involves analyzing land use on two different city maps.

The Zoning Map provides a picture of allowed land use today, and this map shows that a majority of the land within the MUSA is currently zoned as Urban Reserve. The 2040 Future Land Use Map provides a picture of how land is guided to be used by the year 2040. A significant amount of land currently designated as Urban Reserve on the Zoning Map is guided for low-density residential on the 2040 Future Land Use Map. Below is a table of the estimated vacant land potentially available to churches based on the Zoning Map if no changes are made to the Zoning Ordinance:

<b>Zoning District</b>	<b>Vacant Acreage</b>
Rural Residential (RR)	4,366
RSF-1	2.64
RSF-2	88.68
RSF-3	N/A
RMF-1	1.18
RMF-2	92
RMF-3	N/A
CR	22
C-2	80
<b>Total Available Acres</b>	<b>4,542.50</b>

Below is a table of estimated vacant acreage available for places of worship under the proposed changes of Option 1 based on the current Zoning Map:

<b>Zoning District</b>	<b>Vacant Acreage</b>
RR	4,366
RMF-2	92

RMF-3	N/A
CR	22
C-2	80
I-1	161
GMU	88
<b>Total Acreage</b>	<b>4,809</b>

Below are two tables of estimated vacant acreage that could be made available for religious institutions as land is moved out of the Urban Reserve (based on the 2040 Future Land Use Map).

Based on current Zoning Ordinance:

<b>Land Use</b>	<b>Vacant Acreage</b>
Low Density Residential	1,496
Mixed Residential	121
High Density Residential	100
<b>Total</b>	<b>1,717</b>

Based on Option 1:

<b>Land Use</b>	<b>Vacant Acreage</b>
Mixed Use	1
Light Industrial	75
Mixed Residential	121
High Density Residential	100
<b>Total</b>	<b>297</b>

In total, there is an estimated 6,259.5 acres of land available for religious uses under the current code between the Zoning Map and the 2040 Future Land Use Map. Under Option 1, the estimated available vacant acreage for religious uses is decreased to 5,106 acres. Option 1 would result in an estimated loss of 1,150 acres available for religious uses looking to locate within the City between now and 2040.

There are additional implications of Option 1 for the City Council to consider such as the impact to the tax base for the City. Industrial land is more valuable than residential land while places of worship and public schools are exempt from taxes. Residential homestead land in MN is taxed at 1% for the first \$500K of value and 1.25% for any amount over \$500K, rental homes are taxed at 1.25%, but “preferred commercial” property (which includes industrial) is taxed at 1.5% for a market value up to \$150K, and 2% for the remaining property value. Commercial and industrial buildings can easily surpass a market value of \$150K. In recent years, Brooklyn Park removed churches as an allowed use in industrial zones with the impact to tax base noted as the compelling governmental interest. Considering the limited industrial land as compared to residential land within Corcoran, pushing churches and schools into I-1 will remove valuable land from the tax roll which could place more of the tax burden on residents rather than businesses. Furthermore, Option 1 has the potential to force religious institutions onto agricultural land when the City has goals to preserve farm land and “rural character.”



An earlier draft of Option 1 also proposed to remove state licensed residential facilities in RSF-1, RSF-2, and RSF-3. Minnesota State Statute 426.357 addresses state licensed residential facilities in Subd. 7 and 8. Facilities serving six or fewer persons are required to be a permitted use in single-family residential zoning districts. State licensed facilities serving seven to sixteen persons must be allowed in multifamily residential districts as either a permitted or conditional use. The City can legally remove facilities for seven to sixteen persons from RSF-1 and RSF-2; however, staff and the City Attorney believe such facilities should remain in RSF-3 (which allows for two-family homes) in order to comply with state law. The attached Option 1 Zoning Table is a revised draft that includes this recommendation (as well as corrects a previous error that implied places of assembly were not already a conditional use within the GMU).

## Option 2:

Staff proposes the following ordinance language be added for performance standards of all assembly uses (i.e., places of worship/assembly and K-12 educational facilities) in RSF-1, RSF-2, RSF-3, RMF-1, RMF-2, and RMF-3. These standards are based on a survey of several other cities in addition to Mayor McKee's submitted draft and feedback from the Planning Commission.

### 1. Setbacks

A minimum 50-foot setback from all property lines is required for all structures, parking spaces, drive aisles, and loading areas. All property lines that front a County Road are subject to a minimum 100-foot setback. The setback will increase up to 200-foot according to the following formula:

- A building footprint size that is at or below 15,000 square feet are subject to a 50-foot setback on all property lines.
- The setback increases by 5 feet on all property lines for each additional 1,000 square feet added to the building footprint.
- The maximum setback of 200-foot on all property lines is applied to all building footprints at or above 45,000 square feet.

### 2. Maximum Building Height

The maximum structure height is 35 feet, except as allowed by Section 1030.080.

### 3. Maximum Impervious Surface

- A. The total impervious surface coverage shall not exceed 50%.

B. The rest of the site shall be landscaped or left in a natural state.

#### 4. Landscaping Zone

A. In addition to meeting the landscaping standards in Section 1060.070, Subd. 2 (A) – (I) of the City Code, any portions of the site that abut a residential area will contain a landscaping zone along the shared property line with a minimum width of the applicable setback established in Standard 1. The landscaping zone will consist of evergreen and/or deciduous trees and shrubs with a sufficient density to provide visual screening to a minimum height of eight feet. The grade for determining height shall be the grade elevation of the building or use for which the screening is providing protection. Earth mounding or berms may be used but shall not be used to achieve more than three feet of the required screen.

B. A fence may also be installed, but not in lieu of the planted landscaping zone. The fence shall be constructed of masonry, brick, vinyl, or maintenance free composite materials. Such a fence shall provide a solid screening effect and shall be a minimum of six feet in height but shall not exceed eight feet in height. The grade for determining height shall be the grade elevation of the building or use for which the screening is provided.

#### 5. Parking Lot Screening and Landscaping

A. Light from automobile headlights and other sources shall be screened whenever it may be directed into residential windows.

B. When parking abuts residential properties, the parking must be screened to a height of at least 3 feet above the parking grade through the use of earth mounds and/or approved landscaping materials.

C. No less than 350 square feet of land should be devoted to internal landscaping islands (in addition to required traffic safety islands) for each 3,000 square feet of parking space after the first 3,000 square feet. Such islands shall be bound by concrete curbing unless comparable green infrastructure is approved.

#### 6. Site Access

A. Site shall have direct access onto a Major Roadway (defined as a Principal Arterial, Minor Reliever, Minor Expander and Minor Connector roadways),

OR

- B. Direct access onto a Major Collector or Minor Collector roadway no more than 1,000 feet from an intersection with a Major Roadway as identified in the Comprehensive Plan.

#### 7. Noise

Exterior bells or loudspeakers are permitted between the hours of 9AM and 10PM.

#### 8. Additional Requirements

- A. The City Council may attach additional conditions to the granting of the conditional use permit as it deems necessary to protect the residential character of the neighborhood.
- B. The use shall comply with the conditional use permit standards in Section 1070.020 of the Zoning Ordinance.
- C. As provided for in federal statute 42 U.S.C 2000cc-3 (e), the City Council may avoid the preemptive force of any provision of Chapter 21C (Protection of Religious Exercise in Land Use and By Institutionalized Person) by changing the policy or practice that results in a substantial burden on religious exercise, by retaining the policy or practice and exempting the substantially burdened religious exercise, by providing exemptions for the policy or practice for applications that substantially burden religious exercise, or by any other means that eliminates the substantial burden.

The above standards include all of the Planning Commission's recommended revisions. Standard 1 specifically states that property lines along County Roads cannot be less than 100'. If City Council agrees that additional landscaping should not grant flexibility from this setback, then staff recommends also amending section 1060.070, Subd. 2 (K)-(L) to clarify that these provisions cannot be used to reduce the setbacks of assembly uses within residential areas. Standard 4 provides an example of a more detailed explanation that can be used to establish a clearer expectation for the landscape zone along shared property lines with residential uses. Enclosed in this report is an attachment that provides examples of higher screening standards from 4 Minnesota cities to be considered by City Council. Finally, standard 8(C) is the requested "Safe Harbor Provision" for RLUIPA.

### 5. Summary

Both options were heavily analyzed by city staff, the City Attorney, and the Planning Commission. There are more examples of cities that apply performance standards to places of worship and educational facilities when located in residential districts than there were of cities that do not allow these uses in residential neighborhoods. Overall, performance standards and governmental goals across cities can vary drastically, so there is not a single approach to point to that meets the goals of Corcoran. The current draft of Option 2 is based

on extensive research and provides strong performance standards that will provide protection to neighborhood character for urban low- and medium-density residential areas.

## **6. Recommendation:**

The Planning Commission unanimously recommended proceeding with and refining the standards for Option 2.

City Council should direct staff on whether to proceed with a Zoning Ordinance Amendment based on Option 1 or Option 2. An additional Public Hearing held at the Planning Commission for the final proposed Zoning Ordinance Amendment will be required.

## **Attachments:**

1. Option 1 Zoning Change Table - Revised 10/21/2021
2. Option 2 Mayor Mckee Performance Standard Draft
3. Comparison Tables Compiling Cities Surveyed
4. Examples of Landscaping Zone Standards
5. Examples of Nearby Churches and Schools
6. Zoning Map
7. 2040 Future Land Use Map
8. Vacant Land Maps

**Option 1 Zoning Change Table - Revised 10/21/2021**

	UR	RR	RSF-1	RSF-2	RSF-3	RMF-1	RMF-2	RMF-3	MP	CR	TCR	C-1	C-2	BP	I-1	DMU	GMU	PUD	PI
Educational facilities K-12			X	X	X	X	X	X							X		X		
Places of worship/assembly		X	X	X	X	X	X	X		X			X		X		X		
Residential facility 7-16 license by state			X	X			X	X											
Daycare facilities accessory to educational facilities or places of worship/assembly	X				X	X	X	X											

Allowed but recommended for removal

X
---

Allowed, recommended to continue

X
---

Not allowed, recommended to allow

X
---

To: Corcoran City Council and Planning Commission

From: Tom McKee

Date: For July 22<sup>nd</sup>, 2021 City Council Meeting and August 5<sup>th</sup>, 2021 Public Hearing

Re: Consideration of Performance Standards/Code Amendments for Non-Residential Uses in Residential Zoning Districts

## **1. Request**

The Council has discussed several potential options to address Non-Residential Uses in Residential Zoning Districts and has prepared one option (Conditional Use Realignment) for a Public Hearing on August 5<sup>th</sup>, 2021. This report will present another option – Performance Standards – for discussion at the July 22<sup>nd</sup> City Council Meeting, and if approved, consideration at the August 5<sup>th</sup> Public Hearing.

## **2. Background**

On October 22<sup>nd</sup>, 2020 Council held a worksession to discuss potential ordinance amendments to address non-residential uses in residential zoning districts. In preparation for that meeting, Staff prepared a report discussing some potential options, including removing these uses from residential zones entirely, altering which zoning districts should or should not allow these uses, and implementing performance standards to manage the impact of these types of uses in residential districts.

While there has been discussion amongst both previous and current Council members about removing these uses from residential and adding them to commercial or industrial zoning districts, there were other members who preferred implementing performance standards. Additionally, it was the recommendation of staff to pursue the performance standard route to address this issue.

For the initial worksession, staff prepared several potential performance standards for non-residential uses in residential zones. These included:

- Requiring direct access to a Major Roadway, and potentially on Minor Collector Roadways
- Increasing primary structure setbacks from all property lines
- Increasing parking lot setbacks from all property lines
- Limiting maximum impervious surface to 50% of the site (requiring the remainder to be landscaped or left in a natural state)

Additional performance standards such as a direct size limit on buildings, parking lots, and maximum seating capacity in residential zoning districts have also been discussed, but were generally not recommended by the city attorney due to potential RLUIPA (Religious Land Use and Institutionalized Persons Act) concerns.

On June 24, 2021, the Council directed staff to schedule a public hearing at the August 5<sup>th</sup>, 2021 Planning Commission meeting to discuss and receive public input on the proposed conditional use realignment option initially presented at the May 13, 2021 Council meeting.

This report discusses the option of implementing additional performance standards for non-residential assembly uses in the RSF-1, RSF-2, RSF-3, RMF-1, RMF-2 and RMF-3 zoning districts.

### **3. Analysis:**

After reviewing the staff reports and discussions from the October 22<sup>nd</sup>, May 13<sup>th</sup> & June 24<sup>th</sup> Council Meetings, as well as RLUIPA case law and zoning ordinances from numerous municipalities, I have prepared some potential performance standards for consideration. If the Council is generally in support of these standards, there are several areas (outlined on pages 12-13) that should be discussed and evaluated in more detail.

Staff and the city attorney have recommended that if performance standards are adopted for non-residential assembly uses in residential zones, similar standards should be adopted for other assembly uses in residential districts. In Corcoran, the only non-residential conditional uses in residential zoning districts allowed by code are Places of Worship/Assembly and Educational Facilities, K-12. (See chart on pages 3-6).

The additional list provided by staff of different places of assembly include: Community Centers, Conference Centers and Reception Halls, Public and Private Clubs and Lodges, Schools - leasing space, Technical, Vocational, Business and College/University satellite facilities/schools, Theatre, Trade Schools, Seminaries and Higher Education Facilities. However, none of these are allowed as either a permitted or conditional use in RSF-1, RSF-2, RSF-3, RMF-1, RMF-2 or RMF-3.

I believe that these additional Performance Standards could be the framework for a solution that adequately addresses concerns about the impact of large non-residential conditional uses in residential zoning districts. Most importantly, the implementation of these standards would still allow these assembly uses to go into the same residential zones (as well as C-2, GMU and P-I) that our city code allows today. These performance standards would both help mitigate the impact that larger non-residential assembly uses have on surrounding residents and help guide future projects into locations that are best suited to meet their size, parking, and infrastructure needs.

## Corcoran Zoning Ordinance Use Matrix

USE	UR	RR	RSF-1	RSF-2	RSF-3	RMF-1	RMF-2	RMF-3	MP	CR	TCR	C-1	C-2	BP	I-1	DMU	GMU	PUD	PI
<b>Places of Worship/Assembly.</b>		C	C	C	C	C	C	C	C	C			C				C		P
Community Centers																			C
Conference centers and reception halls.														P					
Educational facilities, K-12.			C	C	C	C	C	C											P
Public and Private Clubs and Lodges.												P	P						
Schools, Private																	C		
Schools, leasing space														AP					
Technical, vocational, business and college/university satellite facilities/schools.														P					
Theatre																C	C		
Trade Schools, Seminaries and other Higher Education Facilities																C			C
Accessory buildings and structures for a use accessory to the principal commercial or business use provided such structure does not exceed 30 percent of the gross floor space of the principal use.										AP				AP					AP
Accessory Dwelling Unit	I	I	I	I	I	I	I	I		I	I								
Accessory structures as regulated by Section 1030.020 of this Chapter.	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Accessory uses incidental and customary to uses allowed in this Section.	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Adult Entertainment Business, subject to Chapter 113 of the City Code.											C								
Agriculture and Tree Farms.	P	P	P																
Allowed Home Occupations as regulated by Section 1030.100 (Home Occupations) of this Chapter.	A	A	A	A	A	A	A	A	A		A			A					
Assisted Living Facility.														C		C	C		
Automobile Retail (tires, batteries, etc. No body work or repair work).											P	C	C						
Automotive detailing shops.															P				
Bakery, retail												P	P			P	P		
Banks, savings and loan, credit unions and other financial institutions, with or without drive-through.												P	P	P					
Banks, savings and loan, credit unions and other financial institutions, Without drive-through.																P	P		
Barbers, Beauty Shops and similar personal service uses.												P	P			P	P		
Car Washes.												C	C						
Cemeteries and Memorial Gardens.		C																	C
Civic Buildings, such as City Hall, libraries, fire stations, etc.										P		P	P	P	P	P	P		P
Commercial Feedlots, subject to MPCA (Minnesota Pollution Control Agency) requirements.		C																	
Commercial Kennel, subject to Chapter 81 of the City Code.										C		C	C						
Commercial printing establishments.														P	P				
Commercial recreation and entertainment (not to exceed 5,000 square feet).										C									
Commercial recreation and entertainment.												C	C						
Commercial Riding Stables, subject to Chapter 81 of the City Code.		C	C																
Conditional Home Occupation License (CHOL)	I	I	I	I	I	I	I	I	I		I								
Contractors Operations															P				
Contractors Operations, including accessory outside storage.										C									



USE	UR	RR	RSF-1	RSF-2	RSF-3	RMF-1	RMF-2	RMF-3	MP	CR	TCR	C-1	C-2	BP	I-1	DMU	GMU	PUD	PI
Copy/print shop												P				P	P		
Day Care facilities accessory to educational facilities or Places of Worship/Assembly.	C				C	C	C	C			A								
Day Care Facilities, County licensed, 12 or fewer individuals.	A	A	A	A	A	A	A	A	A			A	A				A		
Day Care Facilities, State licensed, as defined by statute.	P	P	P	P	P	P	P	P		P	P	P	P			P	P		P
Day Care, Commercial, accessory to permitted uses in this district																			C
Day Care, Commercial.										P				C	C				
Department Stores													P						
Development in the MUSA prior to availability of municipal sewer and water	I																		
Drive-through businesses, subject to the standards outlined in Section 1060.060, Subd. 12.												C	C				C		
Drive-through lanes serving permitted or conditional uses, except for restaurants, for which drive-through lanes are not allowed in the Downtown Mixed Use District,																	C		
Drug Stores, Variety Stores, etc.													P						
Dry cleaning and laundry pick up, incidental pressing and repair without dry cleaning processing.												P	P			P	P		
Dwelling, Attached																	P		
Dwelling, Detached																	P		
Dwelling, Multiple Family with a minimum density of 10 units per net acre, which may include units combining living and working space within the unit, if all units on the same floor of a building are the same																	P	P	
Dwelling, Multiple Family.						C	P	P											
Dwelling, Senior (age-restricted).						C	P	P					C				P		
Dwelling, Single Family Detached.	P	P		P	P	P	P				P								
Dwelling, Single-Family Attached - 8 units per building maximum with each unit having a separate entrance;							P	P											
Dwelling, Single-Family Attached with no more than six (6) dwelling units per structure in a row (and no back to back townhome units)							P												
Dwelling, Two Family.					C	P	P												
Equipment rental																	P		
Essential services and structures.																	P		
Essential Services, as allowed by Section 1030.090.	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP
Event Centers	I	C																	
Farmers Market																		I	I
Fences as regulated by Section 1060 (Performance Standards) of this Chapter.	A	A	A	A	A	A	A	A			A								
Funeral Homes and Mortuaries.													P			C	C		C
Golf Courses and other outdoor recreational facilities of a commercial nature.	C																		C
Greenhouses and Nurseries, subject to the following:	C	C	I	I						C		C	C						
Grocery Stores (not to exceed 50,000 square feet).													P						
Hardware Stores.													P						
Health clubs and fitness centers																		C	

USE	UR	RR	RSF-1	RSF-2	RSF-3	RMF-1	RMF-2	RMF-3	MP	CR	TCR	C-1	C-2	BP	I-1	DMU	GMU	PUD	PI
Health clubs and fitness centers less than 5,000 square feet in size.												C				C			
Hobby and Craft Stores.													P						
Home Furniture and Home Furnishing Stores.													P						
Hospitals, nursing home and similar care facilities.												C	C						C
Hotel, inns and bed and breakfast establishments												C	C	C		P	P		
Household Appliance Stores.													P						
Indoor sports and recreation (commercial) provided the structure and use is located at least one hundred feet (100') from any residential zoning district.																P			
Keeping of Animals, subject to Chapter 81 (Animals) of the City Code.	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Laboratories/research facilities.										C				P	P				
Land reclamation, mining and soil processing															I				
Laundromats.														P					
Liquor—Off-sale/On-sale.														P					
Living quarters, which are provided accessory to a principal agricultural use	C	C																	
Lumber Yards/building material sales.										C					P				
Manufactured homes									P										
Manufacturing or assembly of products that produce no exterior noise, glare, fumes, obnoxious products, byproducts or wastes or creates other objectionable impact on the environment.														P	P				
Mini Storage/Self Storage Facilities.										C						C			
Mining and Soil Processing.	I																		
Motor Fuel Stations.										C		C	C					C	
Motor Vehicle, Boat or Equipment Repair.										C					C				
Motor Vehicle, Boats and Equipment Sales.										C					C				
Museum																C	C		
Nursing Home																C	C		
Office/Warehouse.														P	P				
Offices, medical and professional.										P		P	P	P	P	P	P		C
Open or outdoor services, sales and equipment rental.										C									
Other uses as approved by the City Council																I			
Outdoor seating accessory to a restaurant																		A	
Outdoor seating within the public right of way or public open space for a permitted or conditional use,																A			
Outside Storage, accessory to an allowed use															C				
Parks, playgrounds, trails, other recreational facilities of a non-commercial nature and directly related buildings and structures.		P	P	P	P	P	P	P	P										P
Play and recreational facilities, including swimming pools and tennis courts, for use of the property owner and guests.	A	A	A	A	A	A	A	A	A		A								A
Printing and publishing																			
Private Recreational Facilities									A							P			
Public open space plaza, square or other related uses																A	A		
Public Parking Ramp																P			
Radio and television stations or studios.														P	P				
Recycling facility-indoor															P				

USE	UR	RR	RSF-1	RSF-2	RSF-3	RMF-1	RMF-2	RMF-3	MP	CR	TCR	C-1	C-2	BP	I-1	DMU	GMU	PUD	PI
Residential Facility in a single family detached dwelling, serving 6 or fewer individuals and licensed by the State.	P	P	P	P	P	P	P	P			P								
Residential Facility with seven to sixteen individuals, licensed by the State.			C	C	C	C	C	C											
Restaurants and cafes (without drive-through).												P	P			P	P		
Retail goods and service uses of a similar nature within a fully enclosed building (without drive-through and not to exceed 50,000 square feet).												P							
Retail goods and service uses of a similar nature within a fully enclosed building (without drive-through).																P	P		
Retail goods and service uses of a similar nature.										P		P							
Retail sales related to the processing of product on site so long as it does not exceed thirty percent (30%) of the floor space of the principal building.																P			
Retail Uses accessory to permitted development limited to 10 percent of the gross floor area of the building.																	C		
Seasonal Outdoor Retail Sales.										AP		AP	AP					AP	
Seasonal Produce Stands.	P	P	I	I							P								
Signs as regulated by the City Code.	A	A	A	A	A	A	A	A	A		A								
Special Home Occupations as allowed by Section 1030.100 of this Chapter.	AP	AP	AP	AP	AP	AP	AP	AP	AP		AP								
Sporting Goods and similar retail sales.													P						
Street Vendors																I			
Structured parking																		A	
Tailoring services, shoe repair and similar services.													P						
Taverns												P	P			P	P		
Temporary living quarters	I	I																	
Temporary real estate offices.			AP	AP	AP	AP	AP	AP											
Temporary structures, subject to the standards in Section 1030.040 (Temporary Structures) of the Zoning Ordinance.			I	I	AP	AP	AP	AP		I		I	I	I	I		I		I
Temporary trailers and construction equipment for the duration of construction only where temporary lavatories are provided in compliance with City and State requirements.	A	A	A	A	A	A	A	A											
Tenant restaurants, cafeterias, and retail service limited to tenants of the building, provided that they be essentially limited to providing service to the users of the permitted use, and that no signs or other evidence of these uses are visible from the exterior of the building.																		A	A
Towers and Antennas (freestanding) as regulated by Section 1060.100 (Telecommunications Services) of the Zoning Ordinance.										C	C	C	C	C	C				C
Towers and Antennas as regulated by Section 1060.100 (Telecommunications Services) of the Zoning Ordinance, only when co-located on an existing structure.										AP		AP	AP	AP	AP		AP		AP
Veterinary clinic, Animal Hospital and related indoor kennel; and pet grooming.										C		C	C		C				
Warehousing and indoor storage used in conjunction with offices or manufacturing facilities.																P			

USE	UR	RR	RSF-1	RSF-2	RSF-3	RMF-1	RMF-2	RMF-3	MP	CR	TCR	C-1	C-2	BP	I-1	DMU	GMU	PUD	PI
Warehousing/distribution and indoor storage.																P			
Wholesale Showrooms.														P	P				

## **Suggested Performance Standards**

### **For All Non-Residential Assembly Uses in Residential Zoning Districts – (RSF-1, RSF-2, RSF-3, RMF-1, RMF-2, & RMF-3)**

#### **Performance Standards:**

##### Minimum Principle Structure setback

- **Front, from all Major Roadways:** 100 feet
  - For buildings up to 10,000 sq ft
    - Beyond 10,000 sq ft, the setbacks increase 7.5 feet for every 1,000 sq ft of additional building size, this setback is capped at 750 feet
  
- **Front, from all other streets:** 100 ft
  - For buildings up to 10,000 sq ft
    - Beyond 10,000 sq ft, setback increases 7.5 feet for every 1,000 sq ft of additional building size, this setback is capped at 750 feet
  
- **Side:** 100 feet
  - For buildings up to 10,000 sq ft
    - Beyond 10,000 sq ft, setback increases 7.5 feet for every 1,000 sq ft of additional building size, this setback is capped at 750 feet
  
- **Rear:** 100 feet
  - For buildings up to 10,000 sq ft
    - Beyond 10,000 sq ft, setback increases 7.5 feet for every 1,000 sq ft of additional building size, this setback is capped at 750 feet
  
- **Maximum Building height:** 24 feet
  - Maximum building height may be increased up to a maximum of 35 feet with increased setbacks at the following rates:
    - 1 foot of increased height for every 5 feet in additional setback, up to 29 feet (25-29 feet), and
    - 1 foot of increased height for every 10 feet in additional setback, up to 35 feet. (30-35 feet)
  
  - Note:
    - This setback is in addition to building size setback requirements
    - **1030.080 - Height Limitations Subd. 1** states:  
“The building height limits established herein for the district shall not apply to the following... C. Church Spires... E. Cupolas and domes which do not contain useable space... G. Flag Poles...  
**(This would not change)**

EXAMPLES:

In a residential zone, a 10,000 sq ft building that is 24 feet tall would have a setback of 100 feet.

A 10,000 sq ft building that is 28 feet tall would have a setback of 120 feet → 100ft + (4\*5ft)

A 10,000 sq ft building that is 35 feet would have a setback of 185 feet → 100ft + (5\*5ft)+(6\*10ft)

- **Maximum Impervious Surface:** 50%. All other areas shall be landscaped or left in a natural state.
  
- **Parking Lot setbacks:**
  - All parking lots shall have a minimum setback of 100 feet from all property lines
    - Above 25 parking spaces, each additional space requires 1 additional foot setback – This setback is capped at 500 feet.
      - For setback purposes, total number of spaces on site determines lot size
  - Access Drives, driveways and aisles shall not be allowed to intrude into a required parking setback except at the access point.

*EXAMPLE: A parking lot in a residentially zoned property with 25 spaces would have a 100 foot setback, a lot with 45 spaces would have a 120 foot setback, and a lot with 200 spaces would have a 275 foot setback.*

- **Parking Lot Screening/Landscaping:**
  - The light from automobile headlights and other sources shall be screened whenever it may be directed onto residential windows.
  - When required parking areas *abut* any residential district, the edge nearest the lot line shall be completely screened to a height of at least **5 feet (5')** above the parking grade. Such screening shall either be accomplished through use of earth mounds and/or landscape materials as approved.
  - When the design of the site is such that parking occurs in the front yard, or in a side or rear yard abutting residentially zoned property, a minimum of twelve feet (12') landscaped area shall be provided
  - Screening shall be required in residential zones where:

**(a)** any off-street parking area contains more than four (4) parking spaces

**(b)** where the driveway to a parking area of more than four (4) parking spaces is within thirty (30) feet of an adjoining residential use or zone.

**(c)** The screening required in this section may consist of a fence, trees, shrubs and berms not less than five (5) feet high but shall not extend within fifteen (15) feet of any street or driveway.

**(d)** The screening shall be placed along property lines or in case of screening along a street, twenty (20) feet from the street right-of-way with landscaping between the screening and pavement. The screening shall block direct vision. Planting of a type approved by the City Council may also be required in addition to or in lieu of fencing.

**Additional Parking Lot Landscaping Standards:**

- A minimum of 8% of the total land area within parking areas shall be landscaped
- Landscaping at least 12 feet in width shall separate parking lots into cells of no more than 120 stalls.
- Landscaping shall break up rows of parking approximately every 20 spaces

**Street Access:**

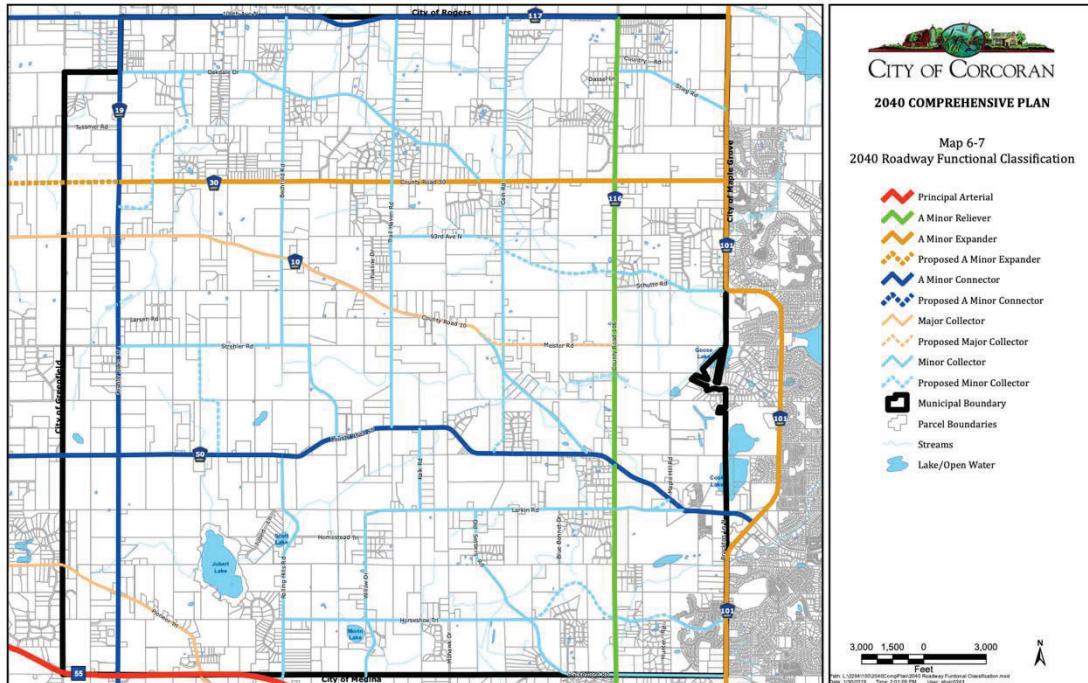
**A)** Site shall have direct access onto a Major Roadway (Defined as Principal Arterial, Minor Reliever, Minor Expander and Minor Connector roadways), or

**B)** Direct access onto a Minor Collector roadway no more than 1,000 feet from an intersection with a Major Roadway as identified in the Comprehensive Plan, so that access can be provided without conducting significant traffic on local residential streets.

Examples of road classifications in Corcoran:

- Hwy 55 is Principal Arterial
- 116 is a Minor Reliever

- 101 and 30 are Minor Expanders
- 19 and 50 are Minor Connectors
- 10 to Meister Rd. (over to 116) are Major Collectors
- Larkin, Hackamore, Stieg, Rolling Hills Rd, and more (See map)



**Other/Misc. Performance Standard Provisions:**

1. No exterior bells or loudspeakers
2. The City Council may require compliance with any other conditions, restrictions, or limitations it deems to be reasonably necessary to protect the residential character of the neighborhood.
3. The project shall comply with all conditional use permit standards in Section 1070.020 of the Zoning Ordinance

**For reference, here is our existing code on Parking Requirements:**  
**1060.060 Parking and Loading**

-Minimum Parking Requirements for *Public Facilities for gathering, including places of worship/assembly, theaters, civic centers, auditoriums and stadiums* are calculated on page 232 of the Corcoran City Code as follows:

- *One space for every 4 seats, based on the design capacity of the facility or as noted in Subd. 4(B)3 of this section.*

**-Subd. 4(B)3.** *In Stadiums, sports arenas, places of worship and other places of public assembly in which patrons or spectators occupy benches, pews, floor space or other similar seating facilities, each 18 inches of such seating facilities shall be counted as one seat for the purpose of determining parking requirements.*

Minimum parking requirements for *Educational Facilities, elementary and Jr. High:*

- *One space per classroom plus one additional space for each 50 students. Auditorium and special event space shall be calculated separately.*

Minimum parking requirements for *Educational Facilities, High School and Post-Secondary*

- *One space per classroom plus one space for each 7 students based on design capacity. Auditorium and special event spaces shall be calculated separately.*



## **Summary/Discussion Points**

### **1. Primary Structure Setback for Non-Residential Uses in Residential Zoning Districts**

- a. Tiered relative to building size
- b. Is 10,000 sq ft the appropriate baseline building size?
- c. Is 7.5 feet of setback per 1,000 sq ft (beyond 10,000) the right ratio?
- d. Should this setback be capped at 750 feet?

### **2. Maximum Building Height**

- a. Tiered relative to building height
  - i. Overall maximum height in these zoning districts would stay the same (35ft)
- b. Is 24 feet the appropriate baseline building height?
- c. Is the ratio of 5 feet of setback per 1 foot (from 25-29 feet) and 10 feet per 1 foot (from 30-35 feet) appropriate?

### **3. Maximum Impervious Surface**

- a. 50%

- i. **Note:**

-These uses are currently also allowed in the C-2 and GMU Zoning districts, which have a maximum impervious surface of 80%, as well as P-I which has a 70% limit.

### **4. Parking**

- a. Should parking requirements for these uses be amended, or are they appropriate as currently written?

### **5. Parking Setbacks**

- a. Tiered relative to parking lot size (number of spaces)
- b. Is 25 spaces the appropriate baseline size?
- c. Is 100 ft the right starting point for parking lot setbacks?
- d. Is the ratio of 1 foot of setback per additional parking space (over 25) appropriate?
- e. Should this setback be capped at 500 feet?

### **6. Parking Lot Landscaping**

- a. Are these standards helpful in making larger parking lots in residential zones fit in with the surrounding residential uses?
  - i. If so:
    1. Is 8% total parking lot land area landscaped the right amount? If not, higher or lower?
    2. 12 feet of landscaping creating max cells of 120 spaces – right numbers?
    3. Landscaping breaking up rows every 20 spaces – is 20 the right number? If not, higher, or lower?

## **7. Landscaping/Setback Reduction**

- a. Should there be a possible reduction in setback for additional (total) screening around a site?
  - i. If so, how should this be defined/what should the standard be?
    - 1. What should the reduction in Primary Structure setback be, if any?
- b. Should there be an allowed setback reduction if a property abuts a more intense land use on one side?
  - i. For example, if a property abuts a residential zoning district on 3 sides, and a commercial or industrial zoning district on the other – should the setback from the property line abutting Commercial/Industrial land be reduced?
    - 1. If so, how much?
  - ii. If so, should this setback reduction be tied to additional landscaping, perhaps resulting in a higher percentage reduction than a standard additional landscaping reduction (if there is any)?

## **8. Street Access**

- a. Should we require direct access onto a Major Roadway (as defined in the Comprehensive Plan)?
- b. Should we also allow direct access on Minor Collector roadways if it is within 1,000 feet of an intersection with a Major Roadway?
  - i. If so, is within 1,000 feet of an intersection with a Major Roadway the right distance?

## **9. Anything else?**

- a. Are there any other Performance Standards that should be included?

**Comparison Tables Compiling Cities Surveyed**

How each city chooses to handle assembly uses within residential districts can vary drastically in complexity. Staff prepared several tables to compare similar performance standards when applied to a Conditional Use Permit. It is important to note, this research specifically focused on churches and schools in low-density residential districts.

**Table 1** (below) provides an overview comparison of how Minnesota cities address assembly uses (such as place or worship and schools) within residential districts. Of the cities surveyed, Greenfield, Apple Valley, and Wayzata do not allow places of worship or schools in low-density residential districts (what is proposed in Option 1). Most cities require a Conditional Use Permit for such uses, and several of these cities apply specific performance standards in addition to development standards outlined for permitted uses within these districts.

<b>City</b>	<b>Permitted Use</b>	<b>Conditional Use</b>	<b>Specific Performance Standards</b>
Blaine		X	No
Brooklyn Center		X	No
Brooklyn Park		X	Yes
Duluth	X (50,000 sq. ft. or less)	X More than 50,000 sq. ft.	Yes
Greenfield	No	No	No
Hugo		X	Yes
Maple Grove		X	Yes
Maplewood		X	No
Medina*		X	Yes
Minnetonka		X	Yes
Otsego		X	Yes
Plymouth		X	No
Rogers	X		No
White Bear Lake		X	Yes
Dayton		X	Yes
Champlin		X	Yes – for all uses other than dwellings
Independence		X	No
Wayzata**	No	No	No
Apple Valley	No	No	No

\* Medina does not allow churches or schools as a conditional use in the R-1 and R-2 single-family districts. Medina does allow churches and schools as a conditional use (subject to performance standards) in the Suburban Residential and Urban Residential districts which are also single-

family districts. The Suburban Residential district requires a minimum lot size of 30,000 square feet which is the largest minimum lot size of these four districts and is comparable to Corcoran's RSF-1 district which requires a minimum lot size of 20,000 square feet.

\*\* In 2011, the City of Wayzata paid a \$500,000 settlement to Unitarian Universalist Church of Minnetonka after a 4-year legal dispute when a request made in 2008 to relocate the church to a residential area was denied while alternative land with zoning that allowed for churches had been unavailable for purchase since 2005. As part of the settlement agreement, the necessary parcels were rezoned to a Planned Unit Development to allow the church as originally requested by UUCM. (*Unitarian Universalist Church of Minnetonka v. City of Wayzata*)

**Table 2** provides a comparison of cities that apply increased setbacks to churches and/or schools in residential zones as compared to what is allowed for dwellings in the same district. This is similar to the practice proposed in Option 2 (performance standards).

<b>City</b>	<b>Building Setback</b>	<b>Parking Setback</b>
Medina	50' from all property lines	50' from all property lines
Minnetonka	50' from all property lines	20' from low density residential
Duluth	<b>Churches:</b> In RR-1 district, 2 feet for each foot of building height. <b>Schools:</b> 40' from any side or rear lot line.	N/A
Maple Grove	Side yards shall be double that required for the district, but no greater than 30'	N/A
Otsego	Side yards shall be double that required for the district.	N/A
White Bear Lake	Side yards shall be double that required for the district, but no greater than 40'	N/A
Dayton	50' of any lot line	N/A

Champlin	<p>Applies to all uses other than dwellings.</p> <ul style="list-style-type: none"> <li>- 100' front setback in Agriculture-residential district</li> <li>- 50' font setback in all other low-density residential district</li> <li>- 45' side yard setback when abutting residential</li> <li>- 50' rear yard setback when abutting residential</li> </ul> <p>Applies to all uses/principal structures.</p> <ul style="list-style-type: none"> <li>- 90' from centerline of County Roads 103 and 121</li> <li>- 100' from centerline of County Roads 12 and 14</li> </ul>	<p>Applies to all uses other than dwellings.</p> <ul style="list-style-type: none"> <li>- 25' front setback</li> <li>- 5' side &amp; rear setback (10' allowed in R-1L)</li> </ul>
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**Table 3** compares the cities that have additional maximum impervious surfacerequirements for churches and/or schools in residential areas.

City	Maximum Impervious Surface
Medina	50% with remainder to be landscaped or left in a natural state.
Minnetonka	70% with remainder to be suitable landscaped.
Brooklyn Park	60% with the remainder landscaped or sodded.
Duluth	In RR-1 district, building cannot occupy more than 10% of the total lot area.

**Table 4** provides a comparison of cities that call out additional access requirements for churches and/or schools in residential districts.

City	Site Access
Medina	Located with direct access to a collector or arterial roadway as identified in the comprehensive plan.
Minnetonka	Direct access limited to a collector or arterial roadway as identified in the comprehensive plan or otherwise located so that access can be provided without conducting significant traffic on local residential streets.
Brooklyn Park	Directly located at intersections of two collector streets or along an arterial street as designated in the Comprehensive Plan.
Hugo	Principal road entrance is to a state highway, county road, or city collector street.
Maple Grove	Adequate access must be provided.
Otsego	Adequate access must be provided.

**Table 5** compares cities that require additional screening or landscaping for churches and/or schools that abut residential uses.

<b>City</b>	<b>Screening and/or Landscaping</b>
Medina	<ul style="list-style-type: none"> <li>- Roof top or outside mechanical equipment must be screened from view from adjacent properties and rights-of-way.</li> <li>- Any exterior storage must be screened from view with an opaque material architecturally compatible with the building.</li> </ul>
Duluth	In some residential districts, each property boundary with a lot occupied by a residential use shall be buffered with a dense urban screen.
Maple Grove	<ul style="list-style-type: none"> <li>- Adequate screening from abutting residential uses and landscaping shall be provided in compliance with section 36-817.</li> <li>- Parking shall be adequately screened and landscaped from surrounding and abutting residential uses.</li> </ul>
Otsego	<ul style="list-style-type: none"> <li>- Adequate screening from abutting residential uses and landscaping is provided in compliance with chapter 19.</li> <li>- Parking is adequately screened and landscaped from surrounding and abutting residential uses.</li> </ul>
White Bear Lake	<ul style="list-style-type: none"> <li>- Adequate screening from abutting residential uses and landscaping is provided.</li> <li>- Parking is adequately screened and landscaped from surrounding and abutting residential uses.</li> </ul>
Champlin	<ul style="list-style-type: none"> <li>- Any off-street parking area containing more than 6 parking spaces, any part of which is within 30' of an adjoining residential zone or across the street from any residential zone, and any driveway to a parking area containing at least 6 spaces within 15' of an adjoining residential zone shall be completely screened to a height of at least 3.5' above the parking grade. Such screening shall be accomplished through the use of earth berming and/or plant materials.</li> <li>- The light from automobile headlights and other sources shall be screened whenever it may be directed onto adjacent single- and two-family residential windows.</li> </ul>

Of the cities surveyed, Medina was the only one that called out additional lighting requirements and did not allow any exterior bells or loudspeakers for churches in urban low-density residential areas. Additionally, most cities surveyed had a height limit of 35' for any structures within low-density residential areas.

## Examples of Landscaping Zone Requirements

### [Montrose, MN](#)

#### 1020-5: REQUIRED LANDSCAPE SCREENING:

A. All commercial, industrial, or institutional uses shall provide screening along the boundary of any abutting residential district or when the side or rear of the use (as determined by the Zoning Administrator) is separated from any residential district by a public right-of-way. All screening required by this Section shall be subject to Section 1016-7 of this Ordinance (traffic visibility) and is to consist of a green belt strip as provided below:

1. A green belt planting strip shall consist of evergreen trees and/or deciduous trees and plants and shall be a minimum of twenty feet (20') in width and of a sufficient density to provide a visual screen and reasonable buffer. This planting strip shall be designed to provide visual screening to a minimum height of six feet (6'). The grade for determining height shall be the grade elevation of the building or use for which the screening is providing protection, unless otherwise established by the Zoning Administrator. The planting plan and type of plantings shall require the approval of the Zoning Administrator.
2. A fence may also be installed, but not in lieu of the green belt planting strip. The fence shall be constructed of masonry, brick, or wood, except as otherwise provided herein. Such fence shall provide a solid screening effect and shall be a minimum of six feet (6') in height but shall not exceed eight feet (8') in height. The grade for determining height shall be the grade elevation of the building or use for which the screening is providing protection, unless otherwise established by the Zoning Administrator. The design and materials used in constructing a required screening fence shall be subject to the approval of the Zoning Administrator.

### [Otsego, MN](#)

#### 11-19-3: REQUIRED SCREENING:

A. Nonresidential Uses: Where any nonresidential use except agriculture and farming (i.e., structure, parking or storage) abuts property zoned for residential use, that nonresidential use shall provide screening along the boundary of the residential property. Screening shall also be provided where a nonresidential use is across the street from a residential zone, but not on that side of a nonresidential use considered to be the front (as defined by this title). All fencing and screening specifically required by this chapter shall be subject to section [11-16-4](#) of this title regarding traffic visibility and shall consist of either a green belt planting strip, fence or combination thereof, as follows:

1. A green belt planting strip shall consist of evergreen trees and/or deciduous trees and plants and shall be of sufficient width and density to provide an effective visual screen. This planting strip shall be designed to provide complete visual screening to a minimum height of eight feet (8'). Earth mounding or berms may be used but shall not be used to achieve more than three feet (3') of the required screen. The planting plan and type of plantings shall require the approval of the City Council.

2. The City may also require that a fence may be installed, but not in lieu of the greenbelt. A required screening fence shall be constructed of masonry, brick, vinyl or maintenance free composite materials. A required screening fence shall provide a solid screening effect to a minimum of six feet (6') in height but shall not exceed eight feet (8') in height unless allowed by issuance of an interim use permit.

## Duluth, MN

### 50-25.5 Landscaping between differing land uses

#### B. Commercial or institutional abutting residential

Where a commercial, public, institutional or civic building or project abuts lots in a residential district, a landscape buffer shall be provided using either Option A or B below.

1. Option A.

A landscape buffer at least 15 feet wide shall be provided by the commercial or institutional project on the shared border. The buffer area shall consist of natural landscape materials such as lawn, ground cover, shrubs, and trees, and shall not contain impervious materials. One tree shall be provided for every 35 feet of boundary lot line and large three shrubs per 25 feet of shared lot line, with spacing designed to minimize sound, light, and noise impacts on the residential use;

2. Option B.

An opaque wall, berm, fence or dense (at least 75 percent opacity) vegetative screen at least six feet shall be provided. If a fence or wall is provided, the side facing away from the commercial or institutional uses shall be at least as finished in appearance as the side facing the commercial or institutional use, and three small shrubs per 25 feet of boundary lot line shall be provided. If a vegetative screen is proposed, it shall be at least six feet in height at the time of planting.

## Maple Grove, MN

### **Sec. 36-817. Screening.**

- (a) *Types of screening; applicability of fence requirements.* The fencing and screening required by this chapter shall be subject to section 36-816 and shall consist of either a fence, greenbelt planting strip or earth berm.
- (b) *General standards.*
  - (1) Screening shall be installed so as to provide a visual barrier. Any such barrier shall reduce visibility in a manner that restricts vision of the object being screened, but is not required to totally block the vision of any such object.
  - (2) Screening shall consist of a compact evergreen or deciduous hedge and overstory and understory trees of sufficient width and density or an earth berm of sufficient height to provide an effective screen throughout the year. Overstory and understory trees are defined in 36-831(c).



- a. At planting, hedge material must be at least three feet in height.
  - b. Deciduous trees must be at least five feet in height and 2½ inches in diameter as measured six inches above the ground.
  - c. Coniferous trees must be at least five feet in height.
  - d. Earth berms shall not have a slope of more than three feet horizontal to one foot vertical or be located within any street right-of-way unless otherwise approved by the city engineer.
- (3) A required screening fence shall be constructed of masonry, brick or wood. Such fence shall provide a solid screening effect and not exceed eight feet in height or be less than six feet in height. The design and materials used in constructing a required screening fence shall be subject to the approval of the city council.
- (c) *Screening of mechanical equipment.*
- (1) All mechanical equipment, such as air conditioning units, erected on the roof of any structure or on the ground shall be screened so as not to be visible.
  - (2) Air conditioning units need not be screened if located at least ten feet from any side lot line and between the rear of the house and the rear lot line of a lot on which a single-family, two-family or quadrominium structure is located.
  - (3) The screening shall be constructed with materials that are architecturally compatible with the building.
  - (4) The use of wood, in whole or in part, as a screening material shall not be considered as being architecturally compatible unless the building is constructed with a wood exterior.
- (d) *Screening of commercial and industrial buildings.* All nonresidential principal buildings or structures and any building or structure accessory thereto shall be screened in accordance with the requirements of this section from lots in any R-1, R-2, or R-3 district which are used for dwellings and which are located within 200 feet of the nonresidential use. Such distance shall be the shortest distance between the nonresidential building or structure to be screened and the nearest lot line of the residential use, but shall not apply if such uses are separated by a public street.
- (e) *Screening of trash containers.*
- (1) All exterior trash containers which are visible from a street, residential district or adjoining property, except those located in parks, shall be screened by an enclosure of masonry or brick construction. Screening enclosure gates shall be of solid material, such as steel or wood, but not including chain link fencing.
  - (2) Screening enclosure gates may not be required if the resulting open side of the enclosure does not face an existing or future right-of-way or a residential district.
  - (3) Steel guard posts shall be placed around the enclosure to protect the enclosure from vehicular traffic.
- (f) *Parking lot screening.* All off-street parking lots containing six or more spaces, except such lots which serve single-family attached or detached units or public park facilities, shall be screened from those residential properties abutting or across the street from the parking lot in accordance with the provisions of subsection (b) of this section.
- (g) *Buffer yards.*

- (1) *Width of buffer area.* Where a buffer yard is required for property which abuts residentially zoned property, there shall be within the required setback a landscaped area at least 20 feet in width for the first 100 parking spaces located on such abutting property, which area shall extend along and be adjacent to the entire length of all common property lines shared with the residentially zoned property. The width of the buffer area shall be increased by ten feet for every additional 100 parking spaces provided on the abutting lot.
- (2) *Fence or berm required.*
  - a. The buffer area shall contain a fence of four to six feet in height, which fence shall be located on the abutting lot within one foot of the common property line.
  - b. On industrially zoned property, an elongated earthen mound (berm) may be constructed rather than the fence required in subsection a of this subsection. Any such berm shall be constructed the entire length of the buffer yard and shall be continuous or provide the illusion of continuity when viewed from the side and perpendicular to the berm.
  - c. Any such berm shall have a slope of three feet horizontal to one foot vertical and shall not be located within any street right-of-way unless approved by the city engineer. The berm shall be constructed so as to obstruct, for adjoining properties, views beyond the berm to the screening height prescribed by the formula set forth in the preceding sentence.
  - d. To provide visual variation, the minimum height of the berm may be decreased slightly at varying intervals. Such variations shall not result at any point in a berm height less than 80 percent of the height required by the formula in subsection c of this subsection, or result in a concentrated area of berm height reduction so as not to provide the screening benefits intended by the berm, or result in berm height reduction along more than 20 percent of the total length of the buffer yard.
  - e. In those areas where the height of the berm is reduced, landscape screening in addition to that required in subsection (g)(2) of this section must be provided as determined necessary by the zoning administrator to fulfill the purpose of the berm.
- (3) *Landscaped area.*
  - a. The landscaped area shall also contain a double row of evergreen shrubs which, when planted, shall be a minimum of four feet in height.
  - b. Said shrubs shall grow to a minimum height of six feet.
  - c. The rows of such shrubs shall be planted in such a manner that a distance of five feet exists between the centerline of each row and so that, when viewed perpendicular to the rows, one would observe a shrub planted every 2½ feet on center.
- (4) *Additional landscaping.* Buffer yards required to be greater than 20 feet in width shall require additional landscaping so as to be the equivalent of an additional row of evergreen shrubs, but the additional landscaping may be planted in other than rows and is not limited to evergreen shrubs.
- (5) *Maximum width.* The maximum width of a required buffer yard shall be 50 feet.

## **Examples of Churches and Schools in Low-Density Residential Areas**

### **Plymouth Creek Church**

- 4.47-acre site
- Urban low-density residential to the north, east, and west (adjacent to homes to the west)
- School to the South
- Would not be able to comply with a 200' setback for building and parking.
- Building setbacks
  - o 145' from Old Rockford Rd (155' from edge of curb)
  - o 60' setback from Vicksburg Ln (85' from edge of curb)
  - o 224' from adjacent homes to the west (property line to the west)
- Parking setbacks
  - o 30' from 41<sup>st</sup> Ave N (40' from curb)
  - o 44' from homes to the west
  - o 26' from Vicksburg Ln (53' from curb/edge of street)



### **Plymouth Creek Elementary School at 16005 41<sup>st</sup> Ave N**

- 16.59-acre site
- Completely surrounded by urban low-density residential
- Compliance with a 200' setback for building and parking would lead to an odd long and narrow arrangement on the site.
- Building setbacks
  - o At least 625' from adjacent homes to the west – heavily landscaped at least 55'
  - o At least 96' from adjacent homes to the south – heavily landscaped at least 48'

- At least 90' from Vicksburg Lane
- At least 90' from 41<sup>st</sup> Ave N
- Parking setbacks
  - 21' from 41<sup>st</sup> Ave
  - 23' from Vicksburg Lane
  - Drive Aisle in the south of the building is 75.' away from property line
- Fenced playground to the east (along Vicksburg Ln) that looks to go pretty much up to the property line.
- A field on the eastern half of the property that goes up to the landscaped portions of the site.



### **Church of the Open Door at 9060 Zanzibar Ln N, Maple Grove, MN**

- 31.64-acre site
- Surrounded by low-density urban residential along with townhomes and a small apartment building to the north.
- City of Maple Grove owns an outlot that acts as a buffer between single family homes to the southwest of the site.
- There is light landscaping on the southwest, northwest, and south property lines. Little to no landscaping on the north property line. Heavy landscaping along the east portion of the site.
- Landscaping throughout the parking lot.
- Building footprint 61, 557 square feet.

- The odd placement of the building and odd shape of the lot means the measured setbacks vary from point to point.
- Some open space on the site, but most of the site is a parking lot.
- Parking Setbacks
  - o Drive aisle varies from 10'-30' from the west property line.
  - o Roughly 230' setback from 89<sup>th</sup> Ave N (south property line)
  - o Roughly 175' setback from Weston Ln N (east property line)
  - o At least 145' setback from the northeast property line.
  - o Roughly 10' setback from north property line
- Building setback
  - o At least 220' setback from 90<sup>th</sup> Place N
  - o At least 275' setback from Weston Ln N
  - o At least 600' setback from northern property line
  - o At least 660' setback from south property line



### Woodridge Church at 1500 County Road 24, Medina

- 27.59-acre site
- Surrounded by low-density residential
  - o Looks to be more similar to rural residential lots than urban residential lots
- Parking setbacks
- Landscaped on the east property line, but less landscaping on the west property line

- Some small landscaping islands in parking lot
- A lot of open space on the site.
- Parking setback
  - o At least 100' away from south property line (adjacent to CR 24)
  - o At least 90' from east property line
  - o At least 385' from west property line
  - o At least 635' from north property line
- Building Setbacks
  - o At least 140' from south property line
  - o At least 175' from east property line
  - o At least 525' from west property line
  - o At least 920' from north property line
- There is a playground that gets as close as 35' to the east property line.
- Accessory buildings on the property are no closer than 50' to any property line.



**St. John's Evangelical Lutheran Church at 9141 Co Rd No 101, Corcoran**

- 14.12-acre site
- Surrounded by low-density residential
- Light landscaping to the west with heavier landscaping to the south.

- A fair amount of open space.
- There is a cemetery in the middle the site, setbacks from the west property line are unclear.
- Parking Lot setbacks
  - o Roughly 140' from north property line (on Mystique Dr)
  - o Roughly 15' from east property line (on County Road 101)
  - o Roughly 460' from west property line
    - Drive aisle for cemetery is roughly 120' away from west property line
  - o Roughly 175' from south property line.
- Building setbacks
  - o Roughly 260' from south property line
  - o Roughly 15' from east property line (County Road 101)
    - This would not be allowed under current city code which now requires a 100' setback from county roads
  - o Roughly 500' from north property line (Mystique Dr)
  - o Roughly 400' from west property line
- Playground is at least 70' away from the closest property line to the west
- House on the site is roughly 25' away from County Road 101 and 150' away from south property line.
  - o The setback of 25' would not be allowed under current City Code which requires a 100' setback from county roads.



## Rush Creek Elementary at 8801 Co Rd No 101 in Maple Grove

- Two parcels totaling 35.27 acres
- Surrounded by low-density urban residential
- Fair amount of landscaping and wetland act as buffer between the school and adjacent residential areas
- Fair amount of open space.
- Parking lot setbacks
  - o Roughly 50' from eastern property line along CR 101
  - o Roughly 250' from southern property line
  - o At least 80' from northern property line also along CR 101
  - o At least 700' from western property line
- Building setbacks
  - o At least 170' away from southern property line
  - o At least 330' away from eastern property line along CR 101
  - o At least 300' away from northern property line along CR 101
  - o At least 700' away from western property line
- Ballfields/recreational area (primarily located on the southwest portion of the site) seem to be at least 50' away from residential property lines.





## Wayzata High School at 4955 Peony La N in Plymouth

- Three parcels totaling 170.27 acres
- Low-density urban residential to the west, east, and south. Open space owned by the City of Plymouth to the north.
- The school district owns an outlot adjacent to the residential properties to the west that looks to be heavily landscaped.
  - o Light landscaping along the southern property line.
- Fair amount of open space
- Parking lot setback
  - o At least 20' away from eastern property line along Peony Ln
  - o At least 500' away from southern property line
  - o At least 290' away from northern property line
  - o At least 1,186' away from nearest residential properties to the west
    - Although there looks to be a drive aisle to access ball fields which ends about 290' away from the western residential properties
  - o There are two smaller parking lots in the southwest portion of the site. The parking lot closest to the property lines is as close as 20' to the southern property line along Highway 55 and is roughly 60' away from the nearest house to the north. There is a heavily landscaped area in between.
- Building setbacks
  - o At least 720' away from northern property line
  - o At least 80' away from eastern property line along Peony Ln N
  - o At least 800' away from southern property line
  - o At least 1800' away from nearest western residential property
- Ballfields in the southwest parcel of the site are roughly 330' away from nearest residential property to the west and 800' away from southern property line.
- Football fields to the south are about 60' away from the southern property line and 375' away from the nearest house to the north.
- The ballfield in the southeast corner of the site gets as close as 60' to the east and south property lines.
- There is an accessory structure that is a little over 10' away from the southern property line (near the football fields).
- There is another accessory structure in the southwest corner of the site that is setback roughly 70' from the nearest property line.

































# CITY OF CORCORAN

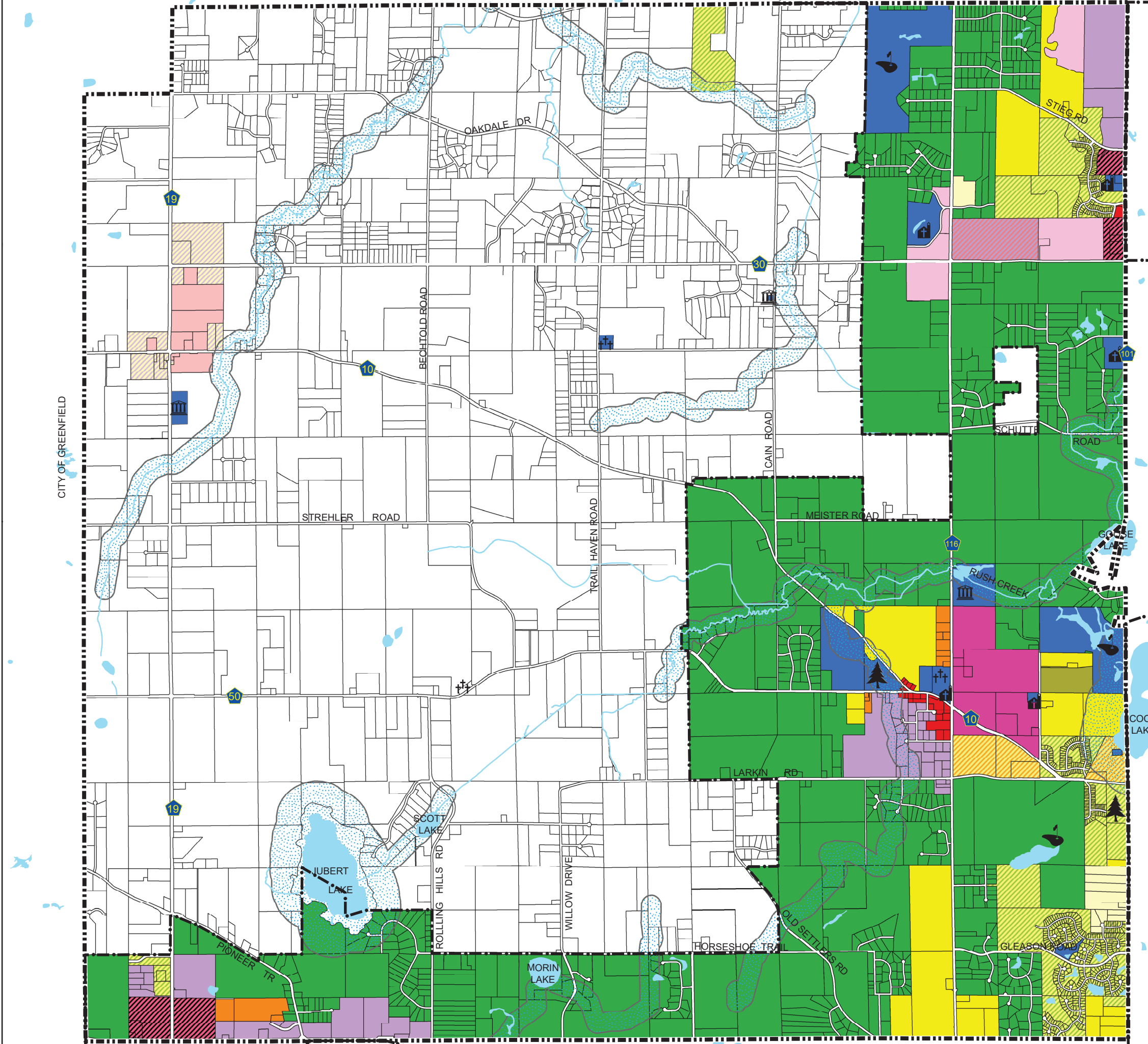
## Official Zoning Map

### 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



Updated September 2020  
Adopted June 2011






























# CITY OF CORCORAN

## 2040 COMPREHENSIVE PLAN

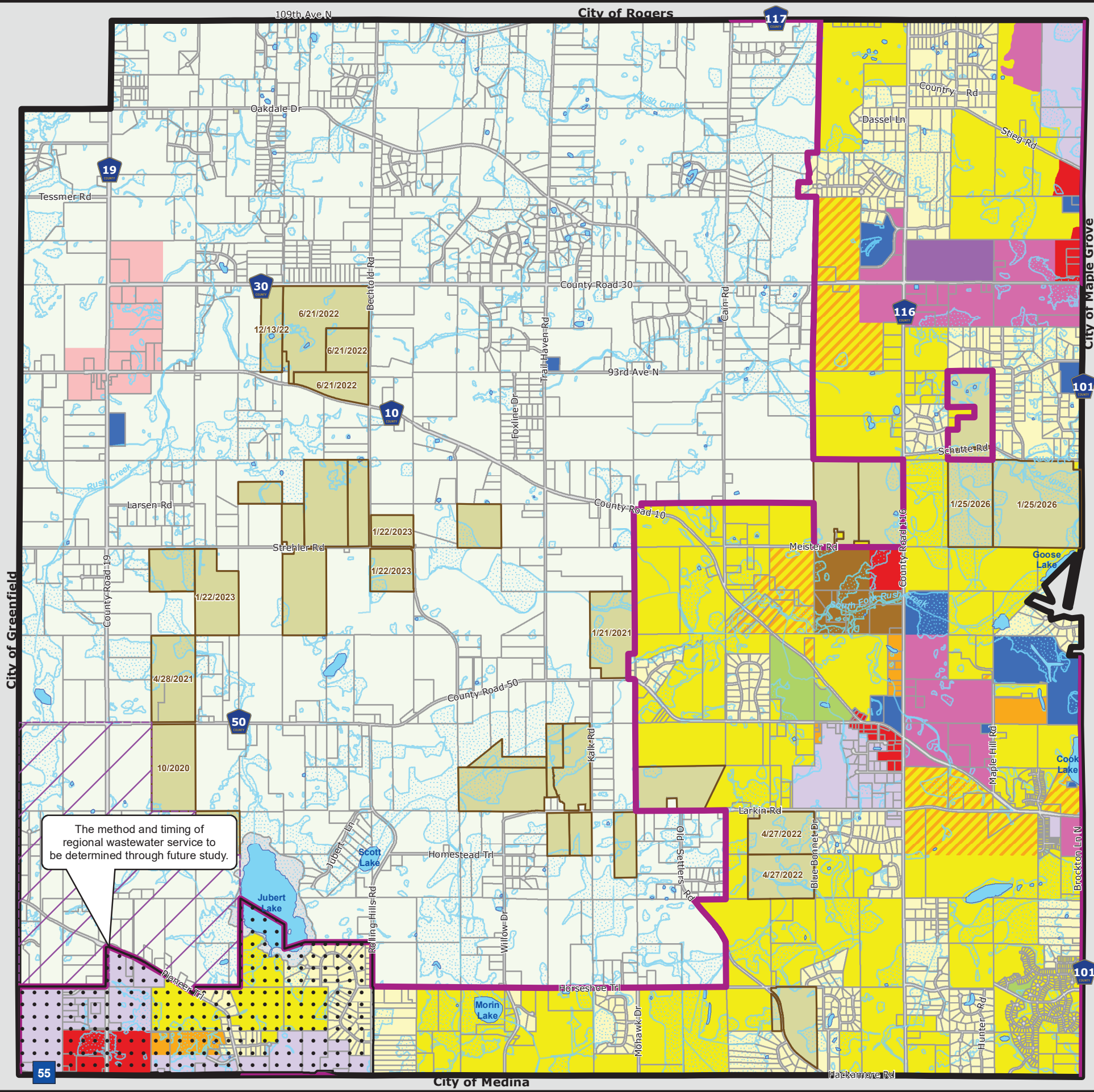
### Map 2-1 2040 Future Land Use

-  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
-  Lake/Open Water
-  Wetlands
-  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

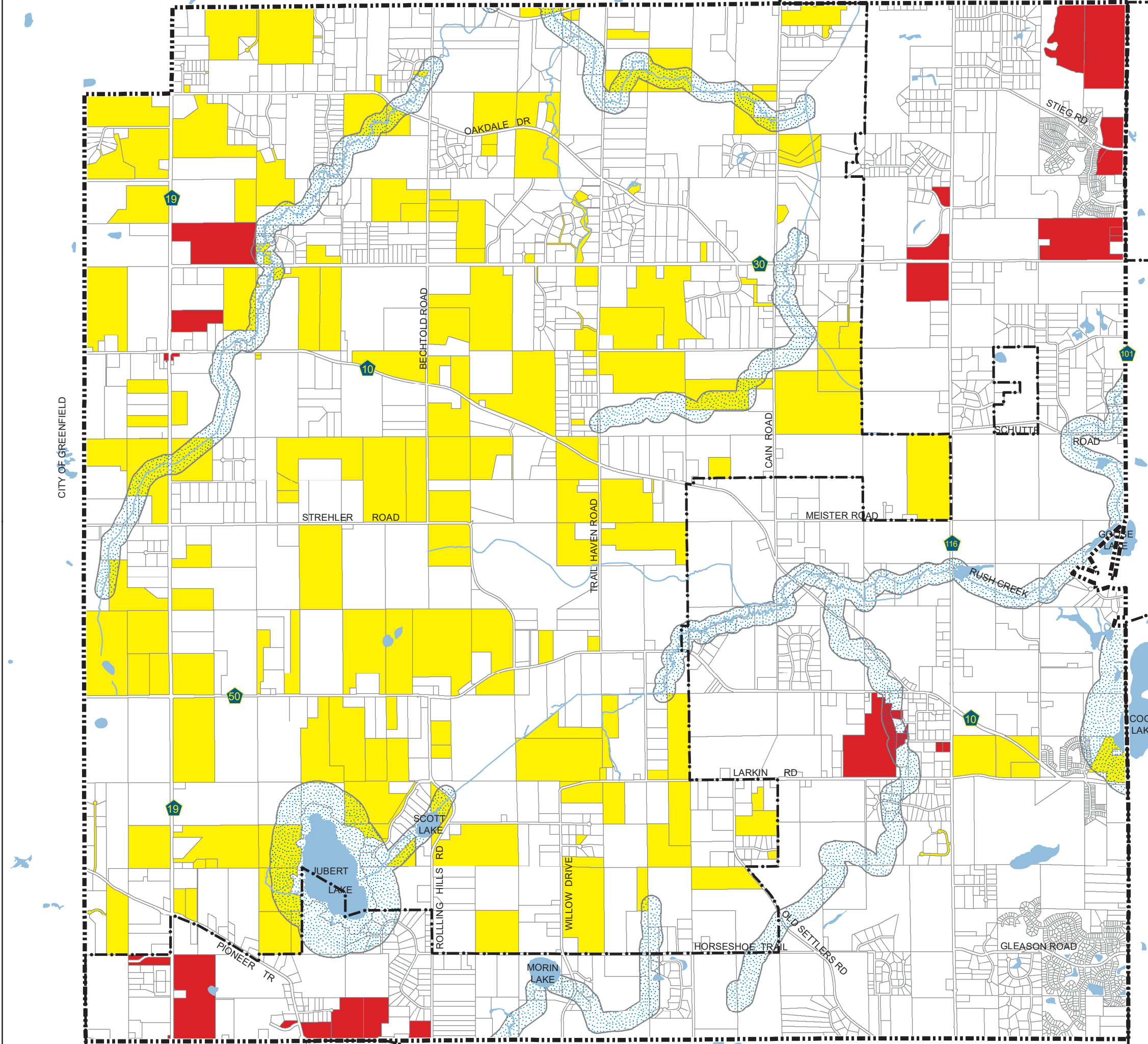




# CITY OF CORCORAN

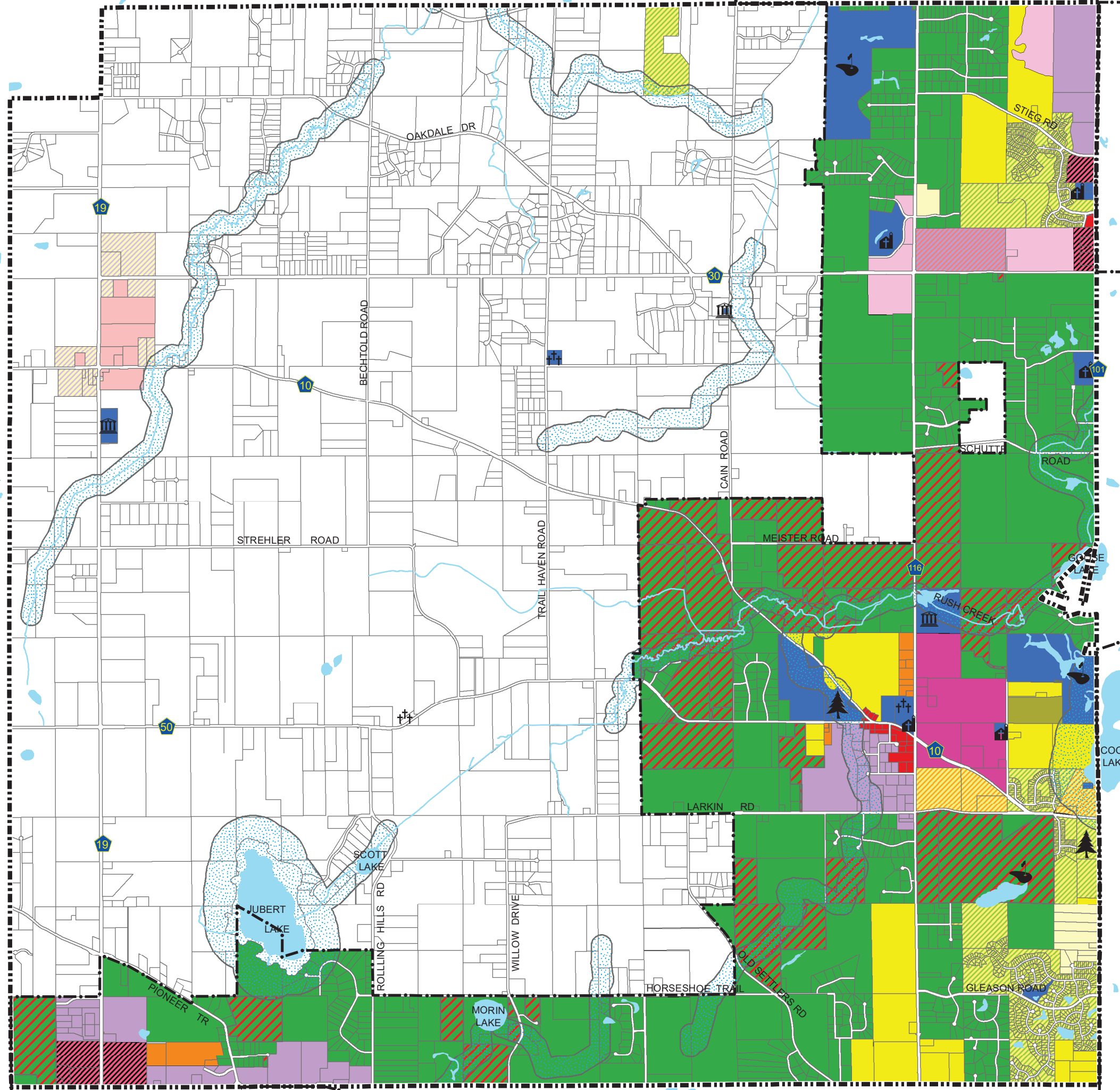
## Vacant Land Analysis

- Vacant Land**
- Yes, RR
  - Yes, RMF-2
  - Yes, GMU
  - Yes, TCR
  - Yes, CR
  - Yes, C-2
  - Yes, I-1
  - 2040 Metropolitan Urban Service Area
  - City Limit
  - Open Water
  - Shoreland Overlay District
  - Corcoran Parcels





# 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
- Parcels
- Vacant**
- Yes



## STAFF REPORT

## Agenda Item 9c.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Natalie Davis
<b>Topic:</b> Construction Hours Ordinance Amendment (City File No. 21-052)	<b>Action Required:</b> Approval

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### 1. Description of Request:

City Council directed staff to amend Chapter 82 (Nuisances) of the City Code to further reduce the permitted hours of construction activities.

### 2. City Council Review:

City Council reviewed this item at their May 27, 2021, meeting. City Council discussed various options presented by staff. Council directed staff to modify the City Code to reduce the allowed hours of construction activities to 7 a.m. – 7 p.m. Monday through Friday, and 8 a.m. – 4 p.m. on weekends and holidays. Council also directed staff to provide a “carve out” that allows construction activities outside of these hours for homeowners working on their own homes or contractors completing repairs after a storm event.

### 3. Analysis

Staff discussed the practicalities of enforcing construction hours that do not apply to individual property owners or when a contractor is completing weather-related repairs. There is concern that a carve out within City Code that automatically grants extended hours in these instances would be challenging for Police to enforce without proper documentation and lead to adversarial interactions. Extended construction hours for these instances must be administratively approved on a case-by-case basis through a building permit that states the allowed construction hours. While all building permits should be visibly posted on each construction site, it will be all the more important for building permits with extended construction hours to be visibly posted should Police need to respond to a noise complaint. Additionally, city staff receives regular complaints when construction equipment idles prior to the permitted start time, so staff proposes to clarify that idling of equipment is considered a construction activity.

City staff has consulted with the City Attorney and proposes the following ordinance amendment of Chapter 82.04, Subd. 5 (A)(10) to meet City Council’s goals of providing residents with a daily reprieve from commercial construction activities while allowing extended construction hours for homeowners and emergency repairs:

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 or idling 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 except between the hours of 7:00 a.m. to 7:00 p.m. on Monday through Friday, and 8:00 a.m. and 4:00 p.m. on weekends and holidays. Extended construction hours of 7:00 a.m. to 10:00 p.m. on Monday through Friday, and 8:00 a.m. to 8:00 p.m. on weekends and holidays may be approved as part of a building permit when the construction activities are completed by an individual property owner, and not a separate contractor, and the construction activities are limited to a single parcel, and are not part of construction activities which affect a broader development or which are part of activities to improve a contemplated subdivision of the parcel. Extended construction hours may also be approved when a contractor is completing necessary repairs due to damage caused by a weather-related event. Building permits establishing the approved construction hours shall be visibly posted until the project is complete.

### **Recommendation:**

Move to adopt the following:

- a. Ordinance 2021-438 Approving Ordinance Amendment
- b. Resolution 2021-122 Approving Findings of Fact for Ordinance Amendment
- c. Summary Ordinance 2021-439 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 of the City Council.

### **Attachments:**

1. Ordinance 2021-438 Amending the Text of Chapter 82 of the Corcoran City Code
2. Resolution 2021-122 Findings of Fact for an Ordinance Amending the Text of Chapter 82 of the Corcoran City Code.
3. Ordinance 2021-439 for Summary Publication of Ordinance 2021-438
4. Redlined Chapter 82 "Nuisances"



**ORDINANCE NO. 2021-438**

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

**AN ORDINANCE AMENDING THE TEXT OF CHAPTER 82 (NUISANCES) OF THE  
CORCORAN CITY CODE (CITY FILE NO. 21-052)**

**THE CITY OF CORCORAN ORDAINS:**

**SECTION 1.** Amendment of the City Code. The text of Chapter 82.04 Subd. 5 (A)(10) "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:

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 or idling 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 except between the hours of 7:00 a.m. to 7:00 p.m. on Monday through Friday, and 8:00 a.m. and 4:00 p.m. on weekends and holidays. Extended construction hours of 7:00 a.m. to 10:00 p.m. on Monday through Friday, and 8:00 a.m. to 8:00 p.m. on weekends and holidays may be approved as part of a building permit when the construction activities are completed by an individual property owner, and not a separate contractor, and the construction activities are limited to a single parcel, and are not part of construction activities which affect a broader development or which are part of activities to improve a contemplated subdivision of the parcel. Extended construction hours may also be approved when a contractor is completing necessary repairs due to damage caused by a weather-related event. Building permits establishing the approved construction hours shall be visibly posted until the project is complete.

**SECTION 2.** 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. 2021-438**

**Whereupon, said Resolution is hereby declared and adopted on this 28<sup>th</sup> day of October 2021.**

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

**ATTEST:**

\_\_\_\_\_  
**Jessica Beise – Administrative Services Director**

***City Seal***

**RESOLUTION NO. 2021-122**

**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 21-052)**

**WHEREAS**, the Corcoran City Council has requested an amendment to Chapter 82 (Nuisances) to limit the hours of construction activities; 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 the impact of construction activities on Corcoran residents; and

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

**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 construction activities regulations, based on the following findings:

1. The proposed amendment limits and reduces the day-to-day burden on residents caused by construction activities.
2. The proposed amendment clarifies idling of equipment is a prohibited activity outside of permitted construction hours.
3. The proposed amendment does not place an unnecessary burden on individual property owners completing their own projects or contractors completing necessary repairs due to a weather-related event.
4. The proposed amendment balances the needs of developers and contractors with the needs of nearby residents.

**RESOLUTION NO. 2021-122**

**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 28<sup>th</sup> day of October 2021.

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

**ATTEST:**

\_\_\_\_\_  
Jessica Beise – Administrative Services Director

*City Seal*

## CHAPTER 82: NUISANCES

### 82.01: 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.

### 82.02: 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.** 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.

### **82.03: 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.

### **82.04: 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. 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.

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 do so by the enforcement officer. 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 or idling 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 except between the hours of 7:00 a.m. to 7:00 p.m. on Monday through Friday, and 8:00 a.m. and 4:00 p.m. on weekends and holidays. Extended construction hours of 7:00 a.m. to 10:00 p.m. on Monday through Friday, and 8:00 a.m. to 8:00 p.m. on weekends and holidays may be approved as part of a building permit when the construction activities are completed by an individual property owner, and not a separate contractor, and the construction activities are limited to a single parcel, and are not part of construction activities which affect a broader development or which are part of activities to improve a contemplated subdivision of the parcel. Extended construction hours may also be approved when a contractor is completing necessary repairs due to damage caused by a weather-related event. Building permits establishing the approved construction hours shall be visibly posted until the project is complete.~~
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.

**RESOLUTION NO. 2021-439**

**Motion By:  
Seconded By:**

**SUMMARY OF ORDINANCE NO. 2021-438**

**AN ORDINANCE AMENDING THE TEXT OF CHAPTER 82 OF THE CORCORAN  
CITY CODE RELATED TO PERMITTED HOURS OF CONSTRUCTION ACTIVITIES  
(CITY FILE 21-052)**

The text of Chapter 82 of the City Code of the City of Corcoran, Minnesota, is hereby amended to revise the permitted hours of construction activities.

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 28<sup>th</sup> day of October 2021.**

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

**ATTEST:**

\_\_\_\_\_  
**Jessica Beise – Administrative Services Director**

***City Seal***

## STAFF REPORT

## Agenda Item 10a.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Brad Martens
<b>Topic:</b> Planning Commission Appointment	<b>Action Required:</b> Appoint member

---

### Summary:

A vacancy exists on the Planning Commission due to the appointment of Dean Vehrenkamp to the City Council. The vacancy was advertised, and applications were due by Wednesday, April 20<sup>th</sup>. The following six individuals submitted applications:

- Corinne Brummond
- Randall Ferrian
- Stanislav Manchik
- Mikael Moseley
- Gerald Van Den Einde
- Jason Woody

The City Council selected a sub-committee of Mayor McKee and Councilmember Nichols to meet with applicants and make a recommendation to the City Council. It was also encourage for the remaining Councilmembers to reach out individually to the applicants. The City Council should appoint one of the members to the Planning Commission to fill the vacancy.

### Financial/Budget:

Planning Commissioners serve without compensation.

### Options:

1. Appoint an individual to fill the vacancy on the Planning Commission for a term expiring February 28, 2022.

### Recommendation:

Appoint an individual to fill the vacancy on the Planning Commission for a term expiring February 28, 2022.

### Council Action:

Consider a motion to appoint an individual to fill the vacancy on the Planning Commission for a term expiring February 28, 2022.

### Attachments:

1. Application - Corinne Brummond
2. Application - Randall Ferrian
3. Application - Stanislav Manchik
4. Application - Mikael Moseley



# CITY OF CORCORAN

*A Hidden Gem Waiting To Be Discovered*  
[www.ci.corcoran.mn.us](http://www.ci.corcoran.mn.us)

## COMMISSIONS APPLICATION

Please indicate by order which of the following you are interested in (1, 2, 3 etc.):

2

**Parks and Trails Commission**

Meets the 3<sup>rd</sup> Thursday of the month at 7:00 pm at Corcoran City Hall

1

**Planning Commission**

Meets the 1<sup>st</sup> Thursday of the month at 7:00 pm at Corcoran City Hall

\_\_\_\_\_

**Watershed Commission**

Meets the 2<sup>nd</sup> Wednesday of the month, 11:30 am at Maple Grove City Hall

\_\_\_\_\_

**Charter Commission**

Meets once yearly at Corcoran City Hall

\_\_\_\_\_

The City welcomes you as an applicant for consideration for one of the City's commissions. Residents of Corcoran are eligible to apply for appointment to any of the City's commissions as established by the City Council. Please complete the following information, attach extra sheets if necessary, and return in the enclosed envelope. Accommodations will be provided, upon request, to allow individuals with disabilities to participate in the application process.

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*Continued on the next page...*

**Administrative Offices**  
8200 County Road 116  
Corcoran, MN 55340  
Phone: 763-420-2288

**Police Department Offices**  
8200 County Road 116  
Corcoran, MN 55340  
Phone: 763-420-8966

**Public Works Offices**  
9100 County Road 19  
Corcoran, MN 55357  
Phone: 763-420-2652





# CITY OF CORCORAN

A Hidden Gem Waiting To Be Discovered  
www.ci.corcoran.mn.us

Please complete the information below:

Name: Corinne Brummond		
Address: [REDACTED]		
Phone: (h)	(w)	(c) [REDACTED]
Fax:	E-mail: [REDACTED]	

Please answer the following questions (use the back side if more space is needed):

1) How long have you been a Corcoran resident?

We have lived in Corcoran for nearly 10 months.

2) Please list any city committees/ commissions you have served on in the past, either for the City of Corcoran or another community. Please include the dates of service and if you held any positions such as Chair or Secretary.

I served on the Beyond the Yellow Ribbon committee for the city of Maple Grove from approximately 2012 through 2014.

3) Please describe why you feel qualified to serve on the Commission for which you are applying, including any other relevant experience with the issues faced by the Commission.

(1) Board member for Heritage Homeschool Academy (www.heritagehsa.com) from 2013 through spring 2019.

- negotiating building contracts and working with hiring outside organizations (such as stages theater)
- Possess excellent planning, developing, and visioning skills
- Perform effectively under deadlines and changing priorities
- Fiscally responsible and accountable (continued on back of 2nd page)

*Continued on the next page...*

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#### 4) Why are you interested in serving on this Commission?

I am, among many things, a military spouse. Our entire marriage we have served the citizens of Minnesota and the United States. I understand the weight of responsibility that each generation of citizens has to persevere and participate in democracy. The most important qualification for that is humble service. I am interested in taking my turn to humbly serve my neighbors and the Corcoran community.

*If appointed, I agree to disclose any conflict of interest I might have in reviewing or approving any contract, license, permit, application, appointment, land use decision, public improvement, or other matter that comes before me.*

Please sign and date this application and return to:

City of Corcoran  
8200 County Road 116  
Corcoran MN 55340

Corinne L. Brummond

Applicant Signature

9/23/2021

Date

Administrative Offices  
8200 County Road 116  
Corcoran, MN 55340  
Phone: 763-420-2288

Police Department Offices  
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Corcoran, MN 55340  
Phone: 763-420-8966

Public Works Offices  
9100 County Road 19  
Corcoran, MN 55357  
Phone: 763-420-2652

(2) Customer Service Manager and Project Manager at Select Comfort from 2000-2007.

- Green belt trained in Six Sigma for the Operations Department, specifically Customer Service.
- Work cooperatively with a wide range of personalities
- Excellent verbal and written communication skills
- Resourceful in solving problems, particularly related to people
- Able to learn new skill and issues quickly

(3) Civics tutor from 2018-2019

- Able to enthusiastically convey and inspire the theoretical, political and practical aspects of citizenship to classes of students
- Passionate about the ability, freedom and necessity of citizens participating in the process of self-governing
- Responsible, dependable, punctual and willing to put in the preparation time to come prepared to meetings.



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## COMMISSIONS APPLICATION

Please indicate by order which of the following you are interested in (1, 2, 3 etc.):

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Meets the 3<sup>rd</sup> Thursday of the month at 7:00 pm at Corcoran City Hall

2 **Planning Commission**  
Meets the 1<sup>st</sup> Thursday of the month at 7:00 pm at Corcoran City Hall

       **Watershed Commission**  
Meets the 2<sup>nd</sup> Wednesday of the month, 11:30 am at Maple Grove City Hall

1 **Charter Commission**  
Meets once yearly at Corcoran City Hall

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*Continued on the next page...*

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# CITY OF CORCORAN

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[www.ci.corcoran.mn.us](http://www.ci.corcoran.mn.us)

Please complete the information below:

Name: <i>Randall (Randy) Ferrion</i>		
Address: [REDACTED]		
Phone: (h) [REDACTED]	(w) [REDACTED]	(c) [REDACTED]
Fax: [REDACTED]	E-mail: [REDACTED]	

Please answer the following questions (use the back side if more space is needed):

1) How long have you been a Corcoran resident?

*Since Aug 2019, 18 months*

2) Please list any city committees/ commissions you have served on in the past, either for the City of Corcoran or another community. Please include the dates of service and if you held any positions such as Chair or Secretary.

*None*

3) Please describe why you feel qualified to serve on the Commission for which you are applying, including any other relevant experience with the issues faced by the Commission.

*BA in Business Administration  
Lots of experience with building departments,  
starting businesses, buying/selling businesses,  
code compliance, etc., See attached history.*

*Continued on the next page...*

Administrative Offices  
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# CITY OF CORCORAN

*A Hidden Gem Waiting To Be Discovered*

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**4) Why are you interested in serving on this Commission?**

*I have the time and interest in helping with community issues. I also have good critical thinking skills.*

---

*If appointed, I agree to disclose any conflict of interest I might have in reviewing or approving any contract, license, permit, application, appointment, land use decision, public improvement, or other matter that comes before me.*

Please sign and date this application and return to:

City of Corcoran  
8200 County Road 116  
Corcoran MN 55340

*Randall Fessians*

**Applicant Signature**

*3/18/2021*

**Date**

---

**Administrative Offices**  
8200 County Road 116  
Corcoran, MN 55340  
Phone: 763-420-2288

**Police Department Offices**  
8200 County Road 116  
Corcoran, MN 55340  
Phone: 763-420-8966

**Public Works Offices**  
9100 County Road 19  
Corcoran, MN 55357  
Phone: 763-420-2652

## WORK HISTORY – Randall (Randy) Ferrian

Penny's Supermarket (Crystal Store) – 12/1/1966 – 8/1/1968

Carryout, Stockman – First & Only High School Job

Minnegasco / CenterPoint Energy – 12/4/1972 to 6/15/1999

Helper, B-Mechanic, A-Mechanic, Foreman, Supervisor, Manager, Director

Facilities, Corporate Security and Risk Management

Floyd Total Security / SRSI – 1/1/2000 – 1/1/2004?

Director of SRSI – Central Monitoring Station

Ferrian, Tiff & Spannaus – 1/1/2004 to 8/1/2008?

Founder, Co-Owner, Business Broker

Pro-Tec Design – 10/23/2006 to 10/26/2007

Project Manager for Advanced Security System Installations

MN Masonic Homes / North Ridge – 8/14/2008 to 1/15/2011

Director of Environmental Services, Engineering, Security

Allina / Buffalo Hospital – 1/9/2012 to 6/20/2013

Supervisor of Environmental Services / Engineering / Materials Management

Traditions at Cuyuna Falls – 1/31/2014 to Present – Part Time, Seasonal

Co-Owner with Wife – Miniature Golf Course Complex

Long time Plymouth resident – 4/15/1975 – 3/1/2019

Current Corcoran resident – 8/15/2019 – Present





## CITY OF CORCORAN

8200 County Road 116, Corcoran, MN 55340

763.420.2288 – Office      763.420.6056 – Fax

E-mail - [general@ci.corcoran.mn.us](mailto:general@ci.corcoran.mn.us) / Web Site - [www.ci.corcoran.mn.us](http://www.ci.corcoran.mn.us)

### COMMISSIONS APPLICATION

Please indicate by order which of the following you are interested in (1,2,3, etc.):

- 2        Parks and Trails Commission  
              Meets the 3<sup>rd</sup> Tuesday of the month at 7:00 p.m. - City Hall
- 1        Planning Commission  
              Meets the 1<sup>st</sup> Thursday of the month at 7:00 PM - City Hall
- 3        Watershed Commission  
              Meets the 2<sup>nd</sup> Wednesday of the month, 11:30 AM – Maple Grove City Hall
- Other
- 
- 

We welcome you as an applicant for one of the City's commissions. Residents of Corcoran are eligible for nomination to any of the City's commissions as established by the City Council. Please complete the following information, attach extra sheets if necessary, and return. Accommodations will be provided, upon request, to allow individuals with disabilities to participate in the application process.

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Please complete the information below:

Name: Stanislaw E. Manchik		
Address: [REDACTED]		
Phone: (h)	(w)	(c) [REDACTED]
Fax:	E-mail: [REDACTED]	

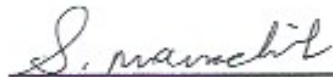
Please answer the following questions (use the back side if more space is needed):

- 1) How long have you been a Corcoran resident?  
June 2020.  
Lived in Hanover 14-2018.
- 2) Please list any city committees/ commissions you have served on in the past, either for the City of Corcoran or another community. Please include the dates of service and if you held any positions such as Chair or Secretary.  
None.
- 3) Please describe why you feel qualified to serve on the Commission for which you are applying, including any other relevant experience with the issues faced by the Commission.  
I'm a business owner. Great at speaking & problem solving.
- 4) Why are you interested in serving on this Commission?  
To get more involved in my community / serve.

If appointed, I agree to disclose any conflict of interest I might have in reviewing or approving any contract, license, permit, application, appointment, land use decision, public improvement, or other matter that comes before me?

Please sign and date this Application and return to:

City of Corcoran  
8200 County Road 116  
Corcoran MN 55340



Applicant Signature

Date 10/12/2021



## CITY OF CORCORAN

8200 County Road 116, Corcoran, MN 55340

763.420.2288 – Office      763.420.6056 – Fax

E-mail - [general@ci.corcoran.mn.us](mailto:general@ci.corcoran.mn.us) / Web Site - [www.ci.corcoran.mn.us](http://www.ci.corcoran.mn.us)

### COMMISSIONS APPLICATION

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- \_\_\_\_\_ Parks and Trails Commission  
Meets the 3<sup>rd</sup> Tuesday of the month at 7:00 p.m. - City Hall
- X   Planning Commission  
Meets the 1<sup>st</sup> Thursday of the month at 7:00 PM - City Hall
- \_\_\_\_\_ Watershed Commission  
Meets the 2<sup>nd</sup> Wednesday of the month, 11:30 AM – Maple Grove City Hall
- \_\_\_\_\_ Other
- \_\_\_\_\_ \_\_\_\_\_

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Please complete the information below:

Name: Mikael Moseley		
Address: [REDACTED]		
Phone: (h) N/A	(w) [REDACTED]	(c) [REDACTED]
Fax:	E-mail: [REDACTED]	

Please answer the following questions (use the back side if more space is needed):

1) How long have you been a Corcoran resident?

Three years

2) Please list any city committees/ commissions you have served on in the past, either for the City of Corcoran or another community. Please include the dates of service and if you held any positions such as Chair or Secretary.

No prior service

3) Please describe why you feel qualified to serve on the Commission for which you are applying, including any other relevant experience with the issues faced by the Commission.

Decade plus experience leading global teams with strong background in sales, marketing and supply chain. Currently responsible for all inbound material and logistics operations for the global manufacturing locations at a large Fortune 500 company. Futher, I currently manage \$500M in global logstics procurement.

Much of my focus has been around the long range planning, and strategy for how we should operate our business over that planning horizon. I am confident my experience would add value to this Commission and the challenges and opportunities it faces.

4) Why are you interested in serving on this Commission?

I am passionate about the growth and vision of this city and would like to be apart of the group of individuals responsible for setting the direction of where Corcoran can be three, five even twenty years from now. With more movement westward, Corcoran is at a pivotal point and needs to tackle things like widespread broadband access, affordable housing green/public space as well as be an attractive suburb to open a business.

If appointed, I agree to disclose any conflict of interest I might have in reviewing or approving any contract, license, permit, application, appointment, land use decision, public improvement, or other matter that comes before me?

Please sign and date this Application and return to:

City of Corcoran  
8200 County Road 116  
Corcoran MN 55340

Mikael Moseley  
Applicant Signature

Date April 15, 2021



# CITY OF CORCORAN

8200 County Road 116, Corcoran, MN 55340  
763.420.2288 – Office      763.420.6056 – Fax  
E-mail - [general@ci.corcoran.mn.us](mailto:general@ci.corcoran.mn.us) / Web Site - [www.ci.corcoran.mn.us](http://www.ci.corcoran.mn.us)

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OCT 20 2021

BY: \_\_\_\_\_

## COMMISSIONS APPLICATION

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- \_\_\_\_\_

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Please complete the information below:

Name: Gerald (Jay) Van Den Einde			
Address: [REDACTED]			
Phone: (h)	[REDACTED]	(w)	[REDACTED]
Fax:		E-mail:	[REDACTED]

Please answer the following questions (use the back side if more space is needed):

1) How long have you been a Corcoran resident?

6 years - we moved to Corcoran in 2015

2) Please list any city committees/ commissions you have served on in the past, either for the City of Corcoran or another community. Please include the dates of service and if you held any positions such as Chair or Secretary.

I haven't served on any city committees.

3) Please describe why you feel qualified to serve on the Commission for which you are applying, including any other relevant experience with the issues faced by the Commission.

I am an Army veteran with 10 years in the Army Reserve, including a 1 year tour in Afghanistan. I was in Army R.O.T.C. in college where we focused on developing leadership and decision making skills. I am active in my church, leading youth group for over 10 years. I've been leading people at work for nearly 25 years working across many different teams and leading multi-million dollar projects.

Through all of these areas, I've learned to actively listen in order to understand various perspectives. I ensure I understand the strategic goal and work to get agreement to achieve the goal. I am skilled at analyzing data to make the best possible decision. My strengths are communication, active listening, decision making, financial competence, and building relationships.


4) Why are you interested in serving on this Commission?

I would like to use my skills and experience to help make Corcoran better. I have talked to many neighbors and read through the Facebook groups to better understand the perceptions of our residents. I would like to get involved with our city government to ensure we listen to the voices of the long term residents, while setting up our city for the future.

If appointed, I agree to disclose any conflict of interest I might have in reviewing or approving any contract, license, permit, application, appointment, land use decision, public improvement, or other matter that comes before me?

Please sign and date this Application and return to:

City of Corcoran  
8200 County Road 116  
Corcoran MN 55340

  
\_\_\_\_\_  
Applicant Signature

Date 10/19/21





RECEIVED  
OCT 20 2021

# CITY OF CORCORAN

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763.420.2288 – Office      763.420.6056 – Fax  
E-mail - [general@ci.corcoran.mn.us](mailto:general@ci.corcoran.mn.us) / Web Site - [www.ci.corcoran.mn.us](http://www.ci.corcoran.mn.us)

BY: \_\_\_\_\_

## COMMISSIONS APPLICATION

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Meets the 1<sup>st</sup> Thursday of the month at 7:00 PM - City Hall
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Meets the 2<sup>nd</sup> Wednesday of the month, 11:30 AM – Maple Grove City Hall
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Please complete the information below:

Name: JASON WOODY		
Address: [REDACTED]		
Phone: (h) [REDACTED]	(w)	(c)
Fax:		E-mail:

Please answer the following questions (use the back side if more space is needed):

- 1) How long have you been a Corcoran resident?

37 years

- 2) Please list any city committees/ commissions you have served on in the past, either for the City of Corcoran or another community. Please include the dates of service and if you held any positions such as Chair or Secretary.

N/A

- 3) Please describe why you feel qualified to serve on the Commission for which you are applying, including any other relevant experience with the issues faced by the Commission.

I have many years experience in residential and high-density residential development and maintenance. It taught me the importance of proper planning and efficiency to help ~~use the~~ utilize public funds responsibly.

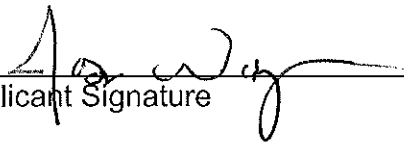
- 4) Why are you interested in serving on this Commission?

I would like to offer a fresh perspective on how to progress into the future, without losing what makes "Corcoran, Corcoran."

If appointed, I agree to disclose any conflict of interest I might have in reviewing or approving any contract, license, permit, application, appointment, land use decision, public improvement, or other matter that comes before me?

Please sign and date this Application and return to:

City of Corcoran  
8200 County Road 116  
Corcoran MN 55340

  
\_\_\_\_\_  
Applicant Signature

Date Oct. 20, 2021

## STAFF REPORT

## Agenda Item 11a.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Brad Martens
<b>Topic:</b> Compensation Structure Amendment Proposal	<b>Action Required:</b> Direction

---

### Summary:

Earlier this year, the City Council held a work session to discuss staff planning as well as the need for a compensation philosophy. The Council first proceeded with selecting a peer group of comparable cities. The cities selected by the City Council are Carver, Dayton, Medina, Minnetrista, Orono, Rogers, Victoria, and Wayzata.

Since that time, staff has obtained and reviewed compensation from the peer group and compared it to the City of Corcoran pay structure. Significant assistance in analyzing the data was received from George Gmach, who helped to design the existing pay structure when it was established and continues to assist in grading job descriptions as created and updated using the Trusight Job Evaluation System.

After the information was analyzed the following two findings were fairly evident:

1. The mid to lower grade positions are relatively average as compared to the peer group. \*
2. The higher-grade positions are below average as compared to the peer group. \*

\*See first group of attachments with wage comparisons between cities

In discussing these findings, Mr. Gmach shared that the existing pay plan reduced the percentage gap between the pay grades at the higher levels which is accurate in reviewing the pay plan as follows:

- Grades 1-11: Average of 5.83% increase between each grade
- Grades 12-13: Average of 4.88% increase between each grade
- Grades 14-17: Average of 4.41% increase between each grade
- Grades 18-20: Average of 3.92% increase between each pay grade

At the time the current plan was created, Corcoran was a very different community with less of an ability to pay higher salaries. This modified pay plan resulted in lower salaries at the top end of the structure which the city could afford at that time. The existing Corcoran pay model shown as attached helps to visualize this. You can see that the line of pay follows the same angle until the higher job difficulty areas. It then bends downward with the decreasing wage spread.

At minimum, the pay structure should be modified with the 2022 compensation plan to fix this problem. The final attachment to this report is a recommended amendment to the pay plan for 2022 which shows the original proposed wages for 2022 as compared to the recommended amended wages for 2022. The Council may also want to discuss any other changes to the pay structure for 2022 and beyond.

In addition to reviewing wage information, staff also compared health and dental insurance costs from our peer group as well as paid time off. Due to cities allocating costs differently, staff used for comparison an imaginary six-year employee, who is 40 years old and requires family coverage for a 40-year-old spouse and two children under 10 years old. The following table outlines the comparison. Information from Orono was not received.

	Corcoran	Carver	Dayton	Medina	Minnetrista	Rogers	Victoria	Wayzata
Employee responsibility for deductible	\$3,000.00	\$2,500.00	\$0.00	\$2,000.00	\$2,750.00	\$4,600.00	\$4,600.00	\$2,800.00
Employee health insurance costs	\$2,925.72	\$5,593.44	\$0.00	\$0.00	\$0.00	\$5,295.00	\$1,260.00	\$6,612.00
Employee dental insurance costs	\$1,216.20	\$387.48	\$804.84	\$0.00	\$0.00	\$0.00	\$847.80	\$0.00
Total paid by employee	\$7,141.92	\$8,480.92	\$804.84	\$2,000.00	\$2,750.00	\$9,895.00	\$6,707.80	\$9,412.00
PTO or total of vacation/sick (6 year emp.	25	29	27	27	27	27	24	28

**Financial/Budget:**

Utilizing the recommended 2022 pay plan amendments results in increased wage and benefit amounts of approximately \$66,400. This amount would need to be incorporated into the 2022 budget. Staff does anticipate savings in other areas of the budget as health insurance premiums came in lower than anticipated, and there will be at least one vacant position for the beginning of the year.

**Options:**

1. Direct staff to proceed with the pay plan amendments as recommended.
2. Direct staff to make no amendments.
3. Send back to staff for further review.

**Recommendation:**

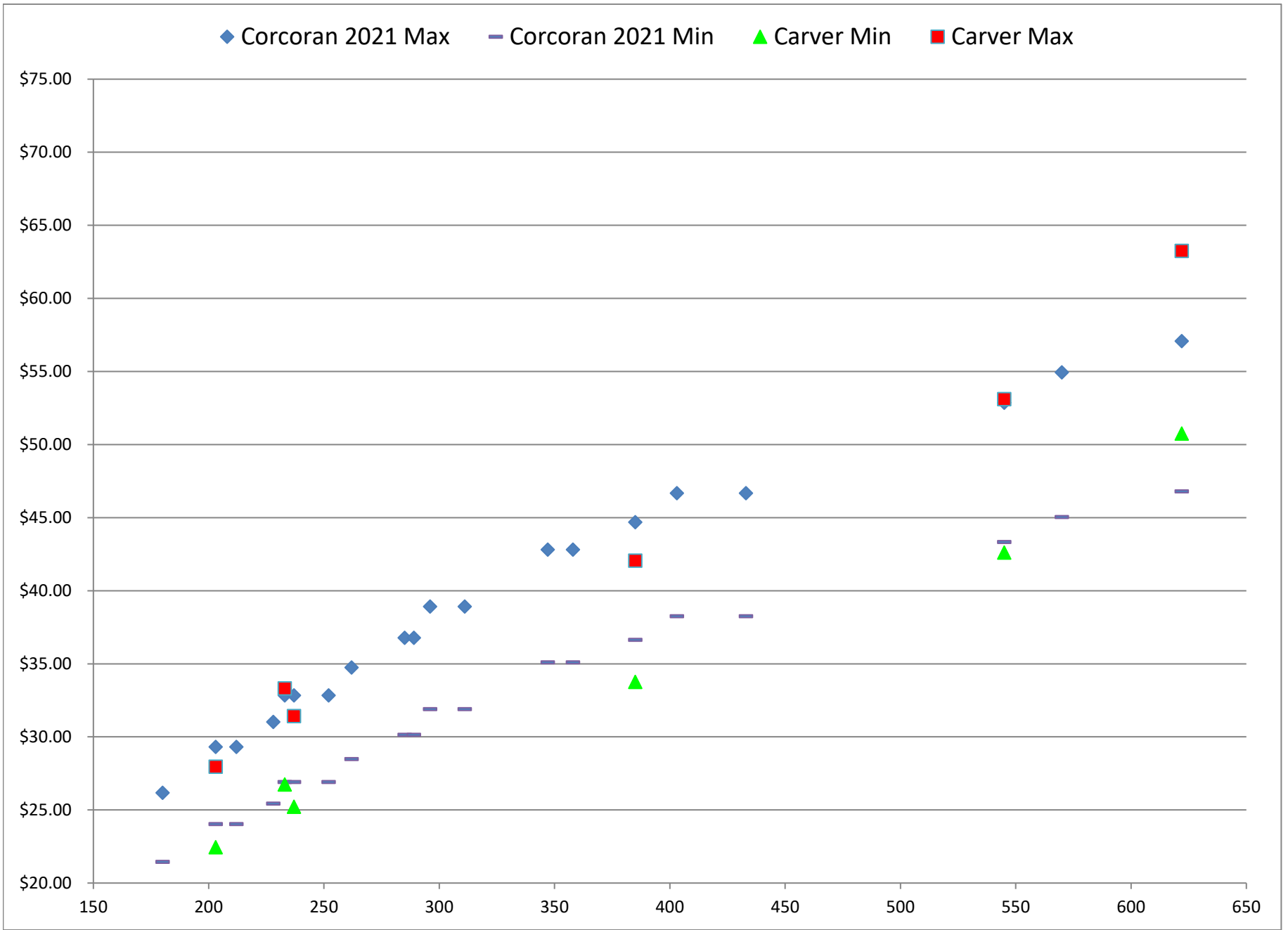
Direct staff to proceed with the pay plan amendments as recommended.

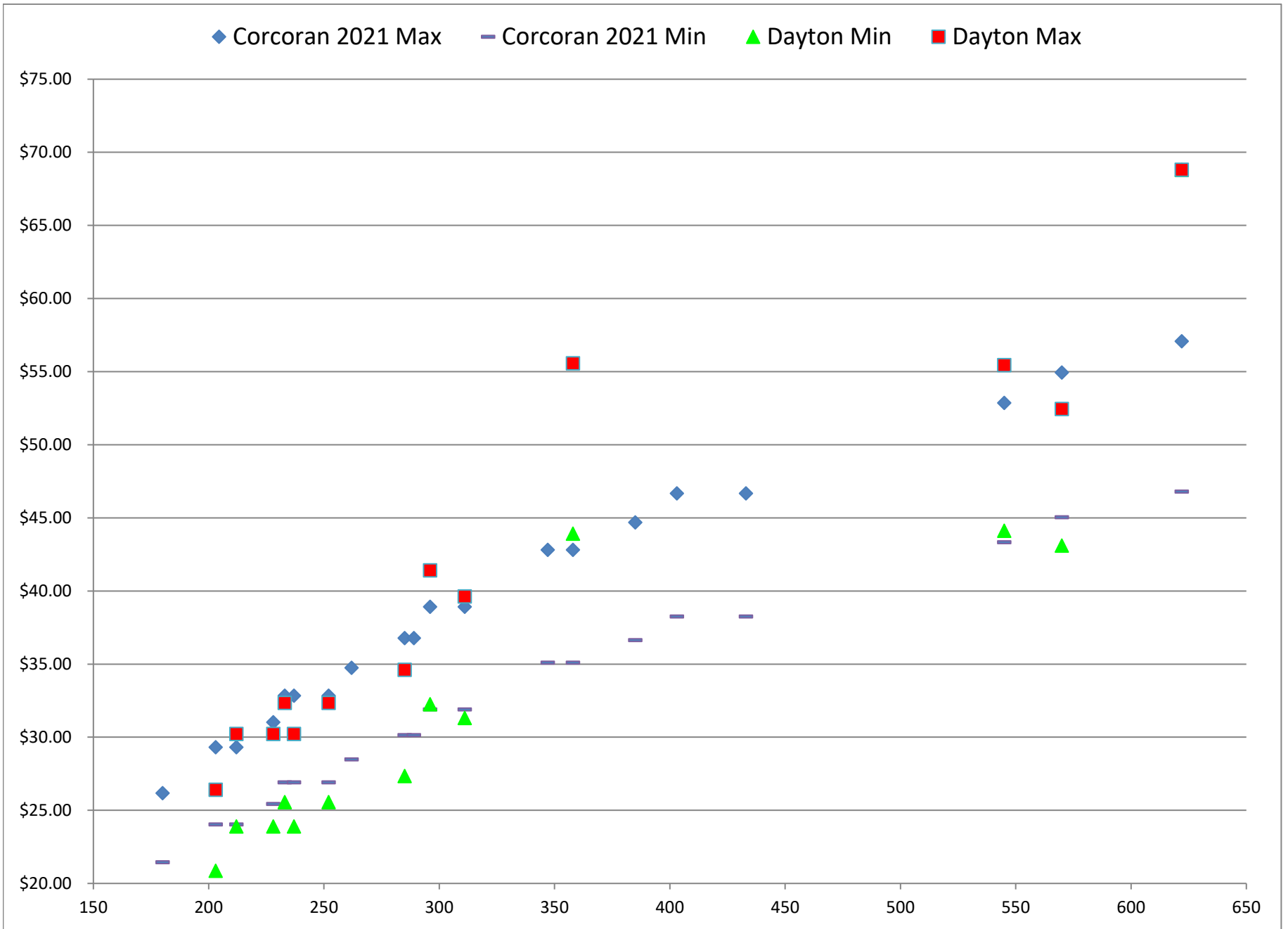
**Council Action:**

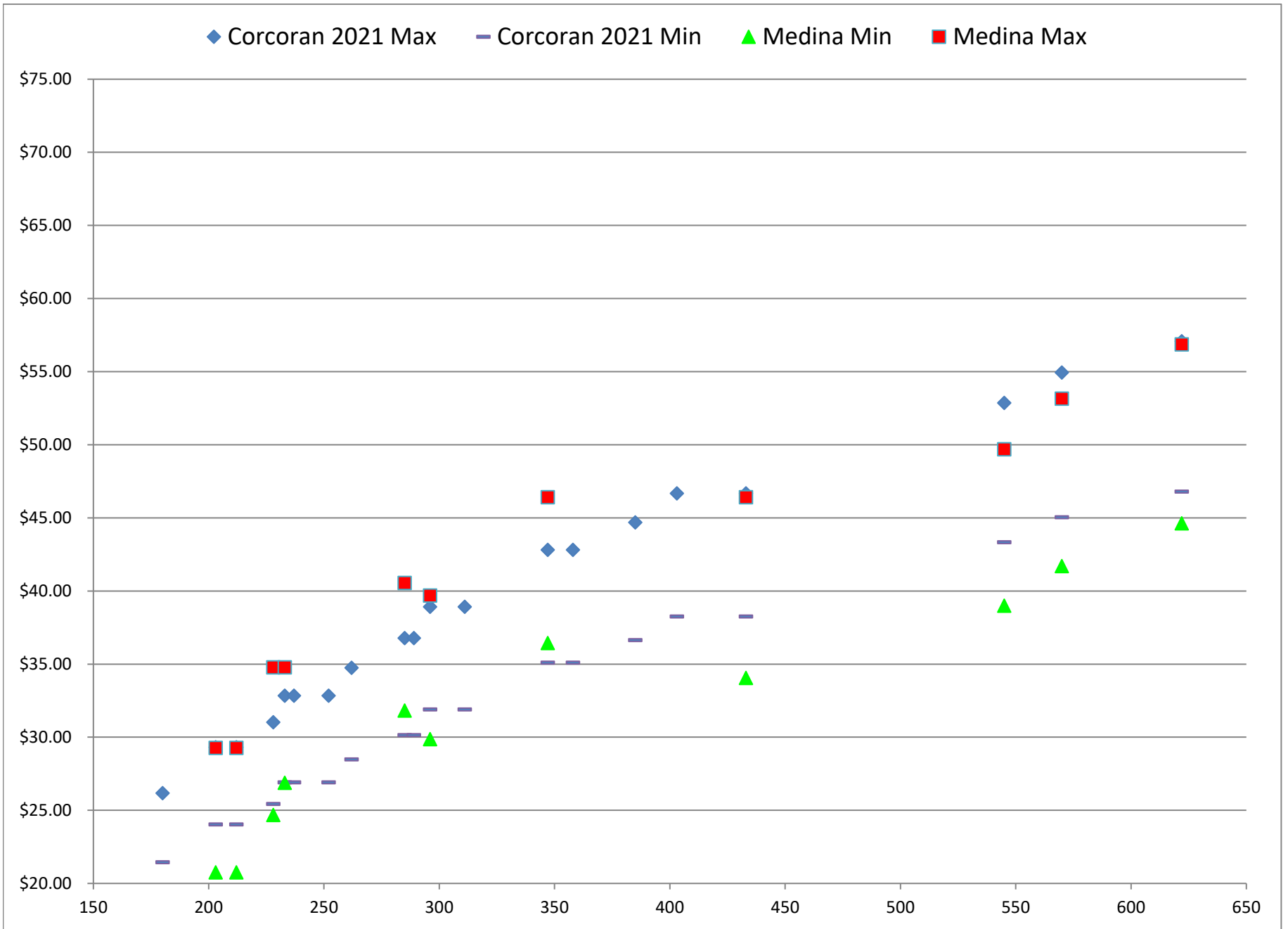
Consider a motion to direct staff to proceed with the pay plan amendments as recommended.

**Attachments:**

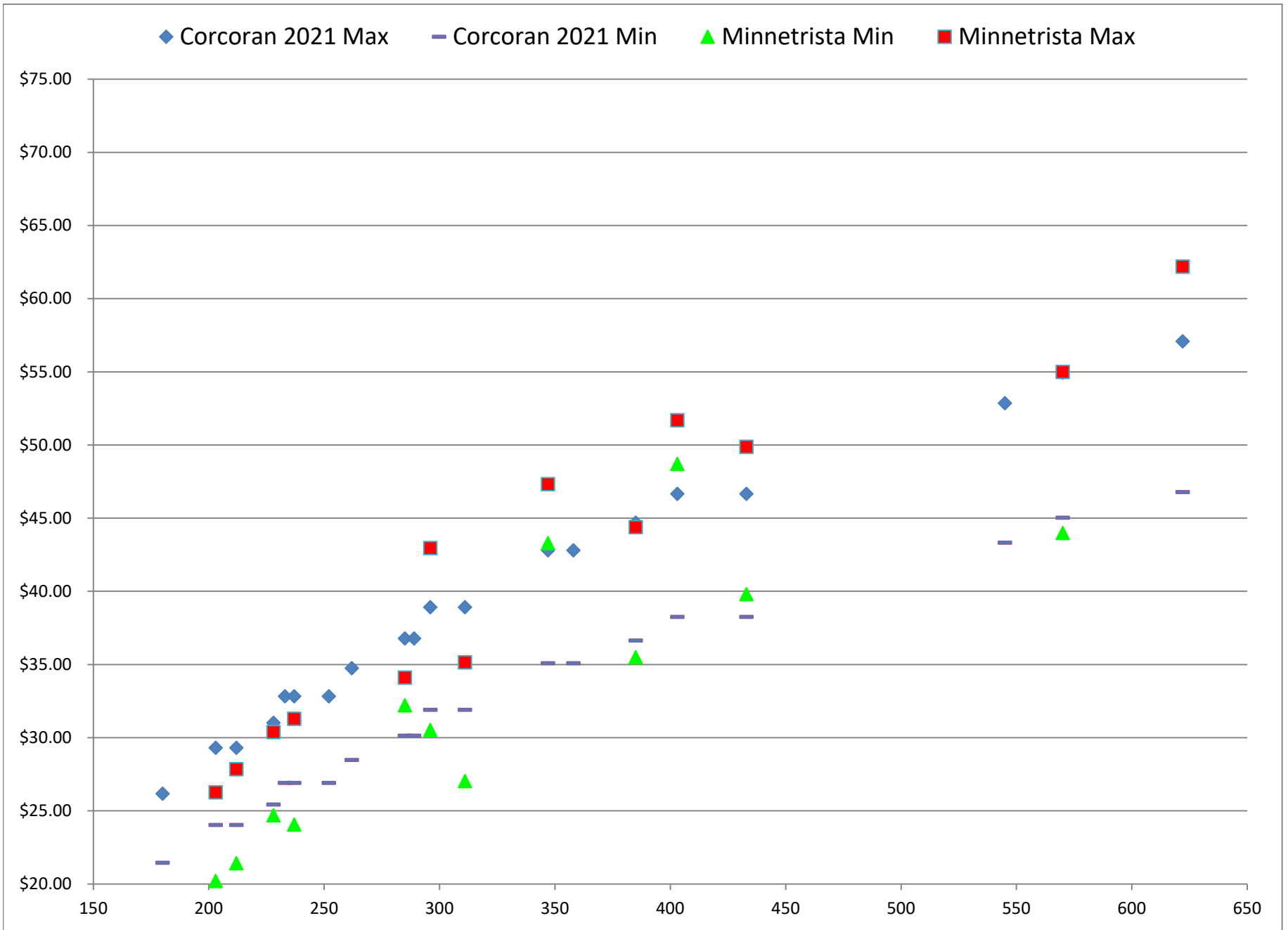
1. Wage comparison between Corcoran and peer group.
2. Existing Corcoran pay model.
3. 2022 Pay Plan Recommended Amendments

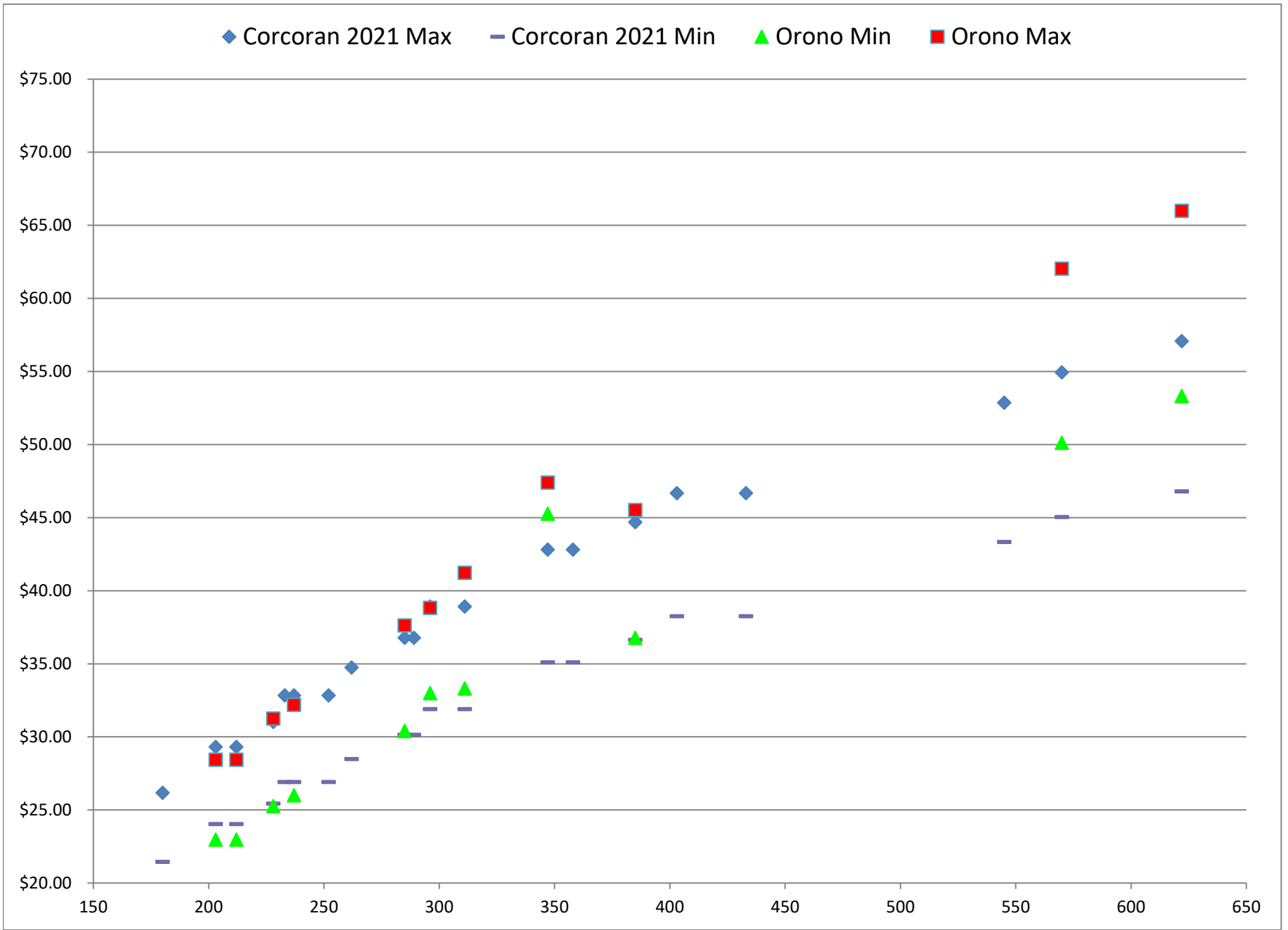


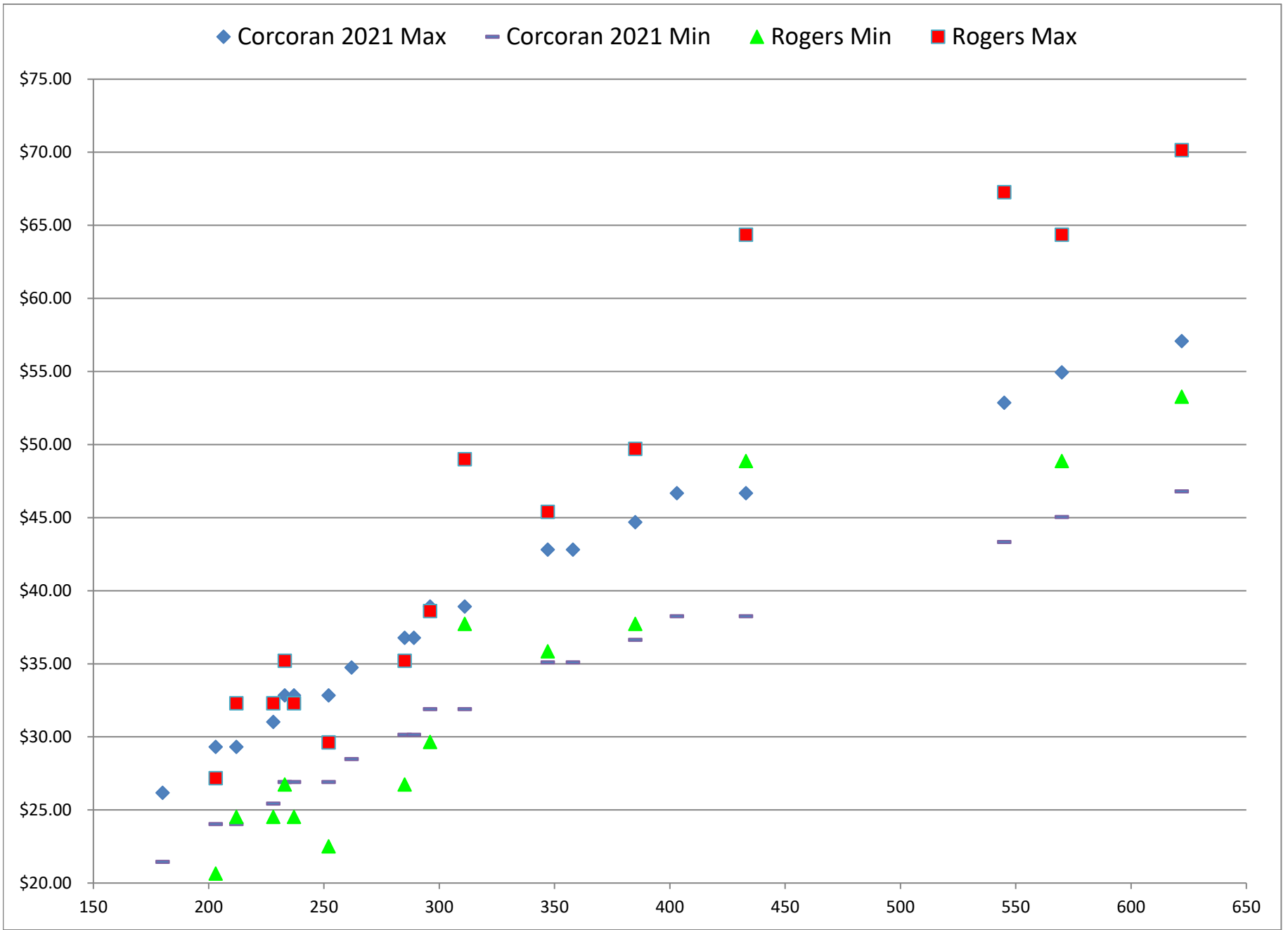


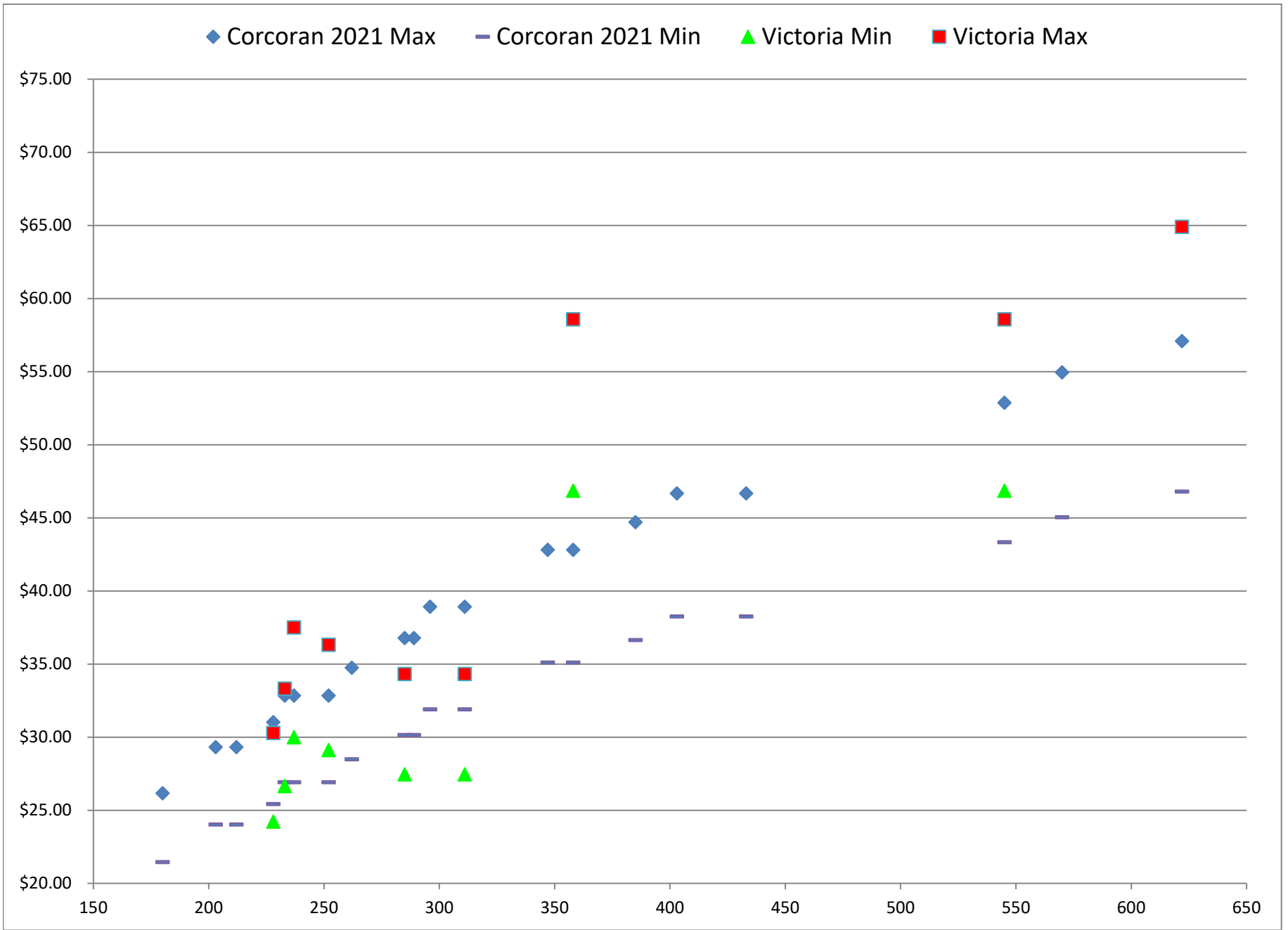


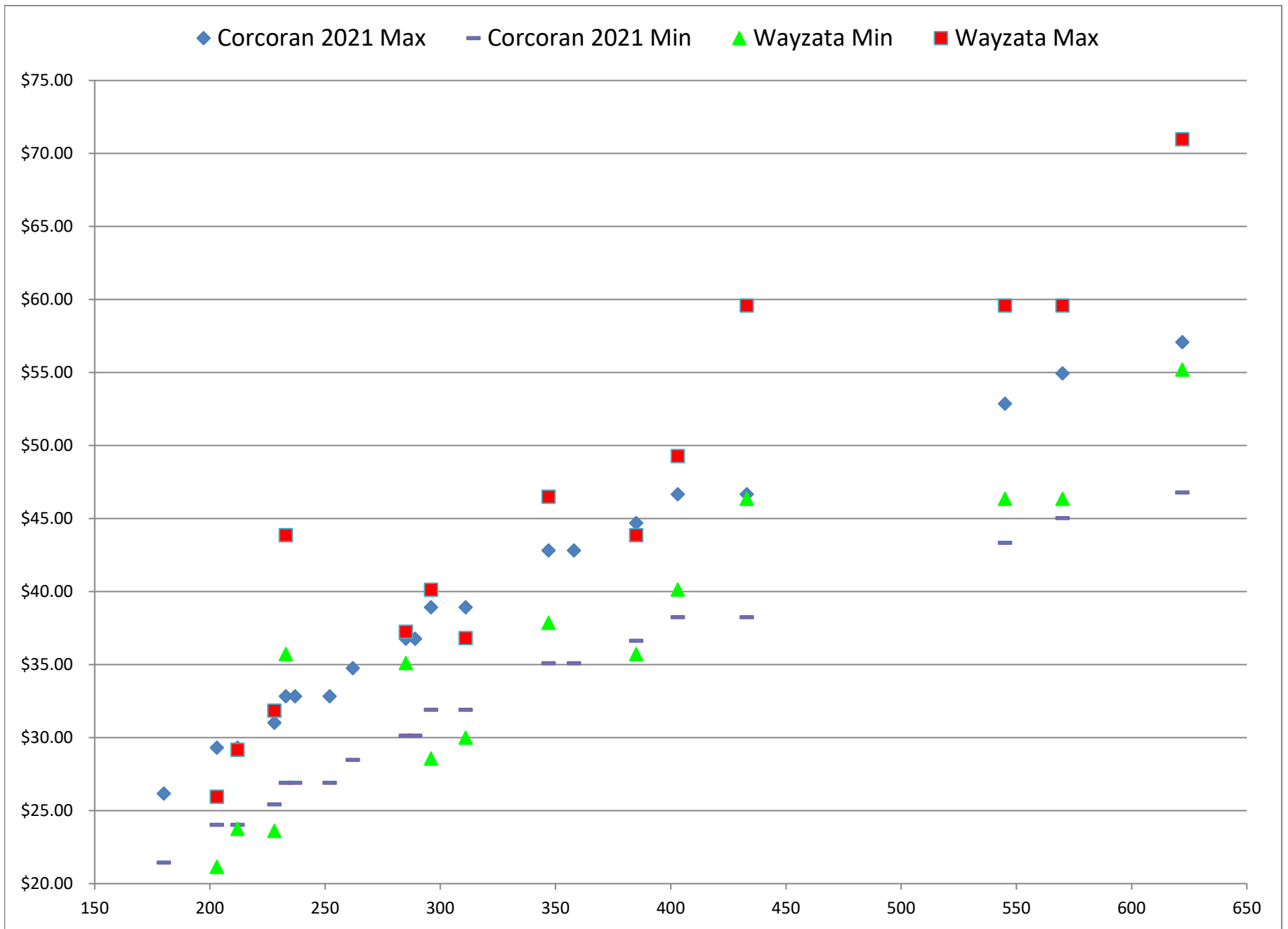


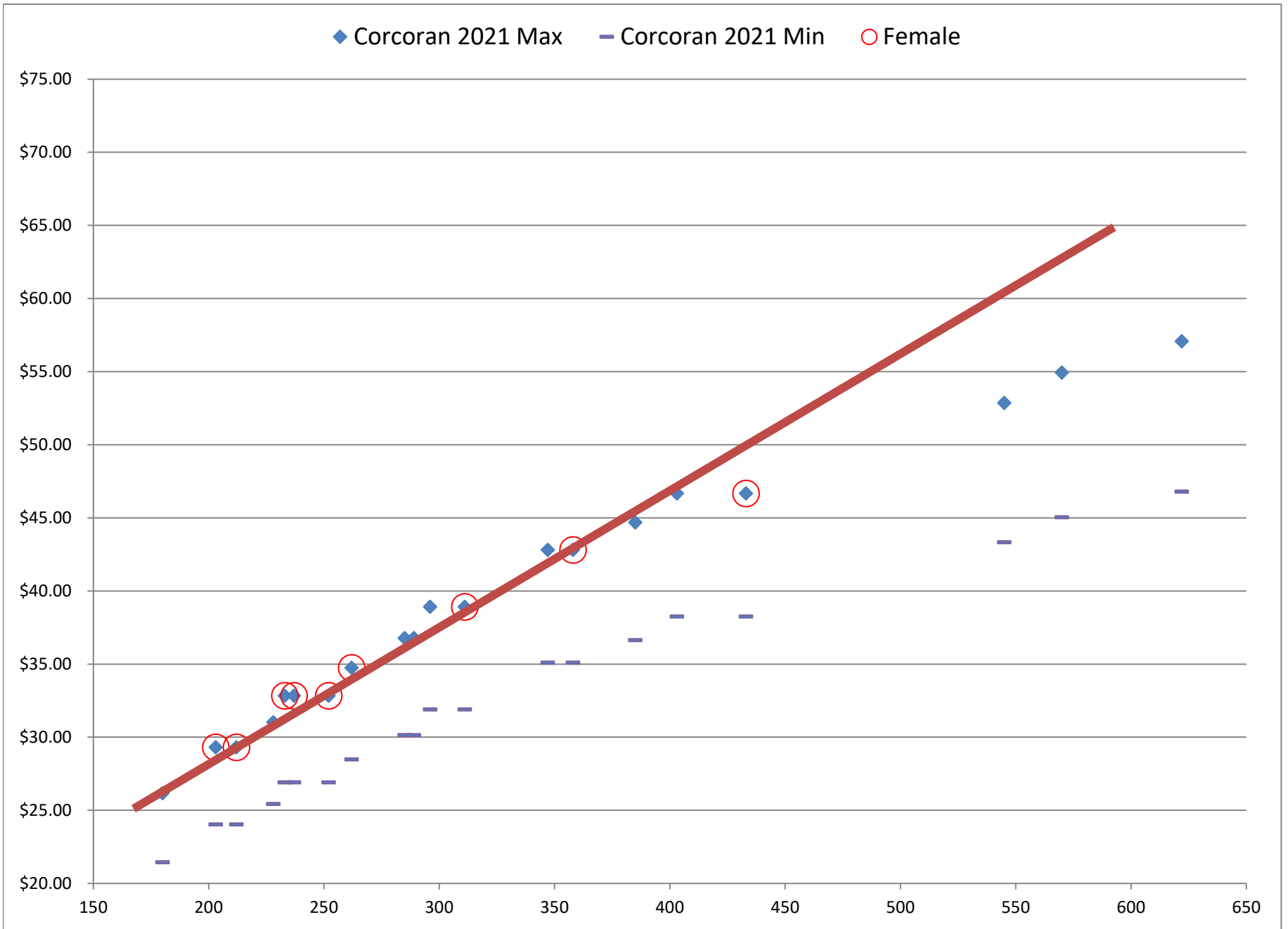












**Pay Plan Recommended Amendments - 2022 FULL-TIME WAGE SCHEDULE**

<b>Grade</b>	<b>Existing Start</b>	<b>Proposed Start</b>	<b>Increase</b>	<b>Existing Max</b>	<b>Proposed Max</b>	<b>Increase</b>	<b># of emp.</b>
1	\$18.65	\$18.65	\$0.00	\$22.74	\$22.75	\$0.01	0
2	\$19.74	\$19.74	\$0.00	\$24.07	\$24.08	\$0.01	0
3	\$20.89	\$20.89	\$0.00	\$25.47	\$25.49	\$0.02	0
4	\$22.11	\$22.12	\$0.01	\$26.96	\$26.98	\$0.02	0
5	\$23.39	\$23.41	\$0.02	\$28.53	\$28.56	\$0.03	0
6	\$24.76	\$24.78	\$0.02	\$30.19	\$30.23	\$0.04	2
7	\$26.20	\$26.23	\$0.03	\$31.95	\$32.00	\$0.05	6
8	\$27.73	\$27.76	\$0.03	\$33.82	\$33.87	\$0.05	4
9	\$29.35	\$29.39	\$0.04	\$35.79	\$35.85	\$0.06	1
10	\$31.06	\$31.11	\$0.05	\$37.87	\$37.95	\$0.08	2
11	\$32.87	\$32.93	\$0.06	\$40.08	\$40.17	\$0.09	8
12	\$34.47	\$34.85	\$0.38	\$42.04	\$42.52	\$0.48	0
13	\$36.15	\$36.89	\$0.74	\$44.09	\$45.00	\$0.91	3
14	\$37.75	\$39.05	\$1.30	\$46.03	\$47.63	\$1.60	1
15	\$39.41	\$41.33	\$1.92	\$48.06	\$50.42	\$2.36	1
16	\$41.15	\$43.75	\$2.60	\$50.18	\$53.37	\$3.19	3
17	\$42.96	\$46.31	\$3.35	\$52.39	\$56.49	\$4.10	0
18	\$44.64	\$49.02	\$4.38	\$54.44	\$59.80	\$5.36	1
19	\$46.39	\$51.89	\$5.50	\$56.58	\$63.30	\$6.72	1
20	\$48.21	\$54.92	\$6.71	\$58.80	\$67.00	\$8.20	1*

\* Existing wage for 2022 is at \$66.80 due to previous wage increases approved by the City Council

# STAFF REPORT

# Agenda Item 11b.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Jessica Beise
<b>Topic:</b> 2022 Benefits Summary	<b>Action Required:</b> Approval

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## Summary:

Annually the City approves employee benefits for the following year. The City is in the small employer market for which rates are not released by carriers until after October 1<sup>st</sup>. Staff corresponded with the City's benefits brokers on October 17<sup>th</sup> to review options for 2022 benefits. Staff is recommending continuing with Health Partners as the rate increases varied between 2.52% and 11.5% with slight plan variations in other options. The Health Partners plan allows for us to keep the same plans with a small increase of 3.62% in premium.

The City has a practice of sharing premium increases 70/30 employer/employee. Staff anticipates continuing this practice in 2022. Staff is finalizing the composite rates for health insurance and will update the City's contribution for Council to review prior to the meeting.

Open Enrollment for employees begins on November 1<sup>st</sup> and ends on November 24<sup>th</sup>. An all-employee meeting will take place on November 1<sup>st</sup> to walk through the information and employees will be informed that the details are contingent on Council approval at this meeting. It is requested that the City Council approve the draft benefits summary as presented at the meeting.

Attached to this report is a draft benefits summary with plan details and cafeteria plan amount to be provided prior the meeting.

## Financial/Budget:

The preliminary budget assumed a 10% increase to employer health insurance costs. Staff will integrate the lower health costs into the final budget and levy.

## Options:

1. Approve the 2022 benefits summary as presented and authorize staff to complete necessary documents for implementation.
2. Approve the 2022 benefits summary with amendments and authorize staff to complete necessary documents for implementation.

## Recommendation:

Approve the 2022 benefits summary as presented and authorize staff to complete necessary documents for implementation.

## Council Action:

Consider a motion to approve the 2022 benefits summary as presented and authorize staff to complete necessary documents for implementation.



**Attachments:**

1. Draft 2022 Benefits Summary



CITY OF CORCORAN

20221

Benefits

Summary

*Disclaimer: If you have any questions after reviewing this booklet and the other provided materials, please contact the benefits contacts listed in this booklet. The information in this booklet is designed to provide only a brief description of the benefits included in the benefits program. If there is a conflict between the information in this booklet and the formal insurance plan documents or insurance contracts, the documents or contracts will govern. The benefit plans described in the booklet can have tax consequences for participants. Since this booklet is intended to be a summary of the Benefit Program, it can provide only generalized information regarding the tax rules involved. The City of Corcoran is not responsible for the tax consequences for any individual participating in this plan. See your tax advisor for additional assistance.*

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## Benefits Overview

The City of Corcoran recognizes that each employee has unique personal and family health care, insurance and financial needs. That's why we've made choice and flexibility the cornerstones of our benefits program. Please read the material carefully to learn how the benefits program works, what options are available, and how to enroll for your benefits.

In addition to contributing to employee benefits, the City contributes sums towards various programs that provide further benefits to employees such as Social Security and Workers Compensation Insurance.

### *Eligibility*

All regular employees working over 30 hours per work week (prorated up to 40 hours) are eligible for the Plan. Newly hired employees will become eligible on the first of the month after date of hire. Employees who have met these eligibility requirements on the Plan's effective date may participate as of the effective date.

### *Cafeteria Plan*

The benefits program lets you design a benefits package that fits your specific needs and goals in a "cafeteria design". The diagram below illustrates how the employer and employee contributions are used to purchase benefits from a menu. In ~~2021~~ the City provides employees selecting single coverage \$\_\_\_\_\_ per month towards benefits and employees taking family coverage \$\_\_\_\_\_ per month towards benefits.

### Employer Contributions

The City of Corcoran makes employer contributions to each employee. A portion of the contributions will be used to purchase health insurance and the remainder, if any, can be used to purchase dental insurance or other optional benefits of your choice.

### Your Benefit Options

Medical insurance coverage is required through the City's plan, a spouse's plan, Medicare or another health insurance plan. A variety of additional benefits are available for purchase with the employer contribution that is not spent on medical insurance. If there is employer contribution left after you purchase optional benefits you may receive the remaining employer contribution as taxable cash compensation. The City also offers an opt-out medical reimbursement for those waiving medical coverage who are on a spouse's plan (*A Waiver of Coverage Form must be completed*). The opt-out medical reimbursement ~~for 2021~~for 2022 is \$617.00 per month. The opt-out medical reimbursement may be distributed towards other elected benefits or as taxable cash compensation. Employees cannot receive the opt-out medical reimbursement if they are on Medicare, covered under a parent's plan or enrolled in an outside medical insurance plan.

## Employee Contribution

If you utilize all your Employer Contributions and still have additional coverage needs, you will contribute your own money to cover the cost of your benefits.



## **Benefits Contact**

For information on benefits options and benefits processing through payroll contact your benefits team member:

Jessica Beise  
Administrative Services Director  
763-400-7029  
[jbeise@ci.corcoran.mn.us](mailto:jbeise@ci.corcoran.mn.us)

## **Enrollment**

To enroll in health benefits, [you can make elections through the City's online enrollment portal](#) or schedule a meeting with a benefits team member and they will provide the needed forms. They will walk through the benefit options and [provide assistance](#) with the required paperwork.

## ***Change in Benefits/Status***

The benefits you select at open enrollment will remain in effect through December 31 unless you experience a "change in family status." A change in family status may allow you to make mid-year changes to your benefit selections. A change in family status is defined as one of the following events:

- Change in legal marital status
- Change in number of tax dependents
- Employment status change for you, your spouse or dependent
- Change in cost or coverage of day care
- Dependent satisfies or ceases to satisfy eligibility requirements
- Residence change by you, your spouse or dependent

*Please note: Individual benefits may have stricter requirements than the overall Flexible Benefit Plan. If you experience a change in family status, certain benefits, such as medical insurance, may not allow for mid-year benefit changes.*

You can make changes throughout the year to your Health Savings Account should changes arise. If you have questions on changes in status contact a benefits team member.

## **Benefits**

The City offers a variety of benefits which are summarized below. If you have questions on any of the benefits described in this booklet contact a benefits team member.

### *Medical*

#### Health Insurance

The City offers two medical plan options with *Health Partners* to our employees. The plans have two different coverage levels providing single and family coverage for a wide range of hospital and medical services and supplies. Medical insurance coverage is required through the City's *Health Partners* plan, a spouse's plan, Medicare or another health insurance plan.

Employees may waive medical coverage if they are on a spouse's health plan, Medicare or another health plan. Employees who choose to waive this coverage must provide proof of coverage. Only employees who are on a spouse's health plan are eligible for an opt out medical reimbursement.

#### Health Savings Account (HSA)

As part of our medical benefit options, the City of Corcoran offers a Health Savings Account (HSA) for those employees who choose the high deductible (HDHP) Plan offered with an HSA option. The maximum HSA contribution is \$3,605.00 for single and \$7,320.00 for family. Employees 55 or older can make an additional \$1,000 towards their HSA.

Employees select the amount they would like to contribute to their HSA. Individual accounts are set up at Optum and the amount deposited will be deducted pre-tax from the employee's paycheck each pay period and deposited into the account.

When funds in the HSA are used for medical tax qualified expenses the funds are tax free. Each employee will receive a debit card to use for paying for medical expenses or for reimbursing themselves from their account. Money in the HSA not used in any given year will rollover into the next year's balance or may be used for eligible expenses after termination from employment or retirement.

If you have switched from a previous HRA plan to an HSA plan, those funds are available on a limited dental and vision basis.

#### City Health Savings Account (HSA) or Flexible Spending Account (FSA) Contribution

The City will contribute \_\_\_\_\_ per pay period towards employees' HSA for those employees taking health insurance through the City's Health Partners plan.

Employees opting out of health care will receive a City Contribution of \$350.00 into FSA account. Employees can submit receipts to the benefits team members for

reimbursement of qualifying medical expenses or dependent care expenses. These FSA funds must be used within a calendar year or these may be forfeited and must be limited to certain types of expenses if you or a spouse has access to an HSA. For additional information on either a HSA or FSA, see those sections in this booklet or speak to a benefits team member.

### ***Dental***

Dental insurance is offered through Delta Dental. It offers a way for you and your family to maintain a program of regular dental checkups, preventive care and repair.

*There are certain waiting periods on benefits you may want to be aware of.*

### ***Life Insurance***

#### **Basic Life and Accidental Death and Dismemberment Insurance**

The City pays for \$50,000 worth of personal group term life insurance for each employee, including accidental death and dismemberment insurance.

#### **Supplemental Life**

Employees can purchase supplemental life insurance above basic life insurance, for themselves, a spouse or their children.

### ***Disability Insurance***

Employees will receive a stipend to purchase short-term and long-term disability coverage and will be required to maintain coverage. By the employee paying for the benefit, the benefit will not be taxed upon use rather than the benefit being taxed.

#### **Short-Term Disability**

Your Short-Term Disability (STD) policy is a City provided benefit offered through a selected insurance carrier. Employees qualify for short term disability when they are not able to perform their job duties because of the employee's personal illness or disability. While employees may qualify for other types of leaves, employees do not qualify for short-term disability benefits based upon the illness or disability of another family member.

After a designated waiting period per the contracted insurance provider's guidelines, the insurance carrier will pay employee's pre-disability salary at 60% percent and the employer will pay the remaining total based on years of service at the following rates:

- 0-6 years of service: 70%
- 7 + years of service: 100%
- Any employees represented by a labor agreement hired after January 1, 2016 will receive employee's pre-disability salary up to a maximum of 60% provided by a short-term disability insurance provider.



- Any employees not represented by a labor agreement hired after January 1, 2017 will receive employee's pre-disability salary up to a maximum of 60% provided by a short-term disability insurance provider.

Employees may receive short-term disability payments of up to 90 consecutive calendar days per year, after which long-term disability coverage may be utilized. PTO may be used to bridge the gap from short-term disability. For employees who worked at the City before 2007, they may use their Extended Leave Bank to bridge the gap to short-term disability. See the employee handbook for more information.

Long-Term Disability

Your Long-Term Disability (LTD) policy is a City provided benefit offered through a selected insurance carrier. Eligible employees are covered with a benefit equal to 60% of monthly pay subject to a maximum paid by the insurance carrier. PTO or an Extended Leave Bank can used to bridge the gap on long term disability.

*It is the employee's responsibility to communicate with the benefits team and their department supervisor weekly to inform them of their health/return to work status during their disability. An employee handbook can be obtained from the benefits team.*

***Paid Time Off (PTO)***

Service Increment	Total PTO Days/year	Total PTO hours/per pay period
0 - .9 years	15	4.7
1 - 4.9 years	20	6.2
5 - 9.9 years	25	7.7
10 - 14.9 years	30	9.3
15 - 19.9 years	35	10.8
20 + *	40	12.4

*\*Applies only to employees hired prior to December 1, 2011*

*Less than full-time status or leaves of absence can affect total days available.*

Employees in regular part-time positions, generally scheduled to work 30 or more hours per week, shall earn paid time off based on their years of service on a pro-rated basis. Every 173.33 hours worked is equal to a "month". Temporary and seasonal employees are not eligible for PTO.

PTO may be used in one (1) hour increments for non-exempt employees. PTO should be scheduled with as much advance notice as possible to assist in scheduling workflow. Exempt employees should refer to the employee handbook for PTO usage.

At the end of each calendar year, you may roll over up to one times your annual PTO allocation into your PTO bank. Any PTO time over one year's accrual will be forfeited. For non-union employees when you leave the City upon termination or retirement, an

employee must contribute 50% of their PTO severance into their Post-Retirement Health Care Savings Plan. Union employees contribution is per the current labor agreement. For more information see the employee handbook.

### ***PERA – Public Employees Retirement Association***

The City and employees are both required to participate in a pension program. State law sets the required amount of the contribution. For more information, see the Additional Information section for links to the PERA website.

### ***MSRS – Post Retirement Health Savings***

Minnesota State Retirement System (MSRS) administers the Post-Retirement Health Care Savings Plan. Dollar amounts per the employee handbook or current labor agreement are set aside tax-free both going into and when taken out of your account. Money set aside in this account is used to pay for medical expenses, health insurance, and other premiums after your termination from state employment. For more information view the Additional Information section for links to the MSRS website.

### ***Flexible Spending Accounts (FSAs)***

Two Flexible Spending Accounts offer participating employees a convenient way to use pre-tax dollars to pay for non-covered health care and dependent care expenses:

- Health Care Expense Reimbursement Account--Under our Medical Plan, you pay deductible and co-insurance costs out of your own pocket. You also pay the full cost of other items that are not covered by the Plan. By participating in this expense reimbursement account, you can pay up to \$2,650 of these expenses with pre-tax dollars. **Health Care Expense Reimbursement Accounts must be limited to vision and dental expenses if you or your spouse have participation in an HSA.** Contact a benefits team member for more information or questions.

*For 2022~~4~~: Eligible 2022~~4~~ Health Care FSA expenses may be incurred between Jan. 1 – Dec. 31, 2022~~4~~. You have until March 31, 2023~~2~~, to submit your claims for reimbursement. Any funds remaining in your account after March 31, 2023~~2~~, will be forfeited, so it is important to estimate your expenses carefully.*

- Dependent Care Expense Reimbursement Account--If you must pay for the care of a dependent child or adult care. Eligible employees who enroll in the expense reimbursement account can also cover up to \$5,000 of such expenses per Plan year.

*The dependent care account reimburses dependent day care expenses necessary while you (and your spouse, if you're married) are attending school on a full-time basis or working. Typically, these would be day care expenses for children, but you can also use this account to reimburse day care for other dependents, such as spouses, parents, or grandparents, who cannot care for themselves. Your dependent must live in your home at least eight hours a day.*

Allowable expenses include those for care provided in your home, a sitter's home, or a day care facility. Allowable expenses must include proof of payment for the services. Expenses for certified all-day kindergarten programs are not eligible. For 2022~~4~~<sup>1</sup>: Eligible 2022~~4~~<sup>1</sup> dependent care FSA expenses may be incurred between Jan. 1 – Dec. 31, 2022~~4~~<sup>1</sup>. You have until March 31, 2023~~2~~<sup>2</sup>, to submit your claims for reimbursement. Any funds remaining in your account after March 31, 2023~~2~~<sup>2</sup>, will be forfeited, so it is important to estimate your expenses carefully.

The above two accounts do not change the amount or shape of your current health care benefits. They are a means of budgeting and paying for these expenses in a more economical manner.

### ***Deferred Compensation and ROTH Contributions***

The Minnesota Deferred Compensation Plan (MNDCP) and ROTH is open to all Minnesota public employees. This program allows an employee to voluntarily set aside a portion of their income and accumulate it on a pre-tax basis, after tax basis or both. For more information, see the Additional Information section for links to the MSRS website.

### **Additional Information**

#### ***Cash Benefits***

After you have selected your benefits, you may still have part of your monthly employer contribution left over. Any unspent monthly employer contributions will be paid to you as taxable cash compensation.

If you are waiving “medical insurance” because you are covered under a spouse’s health insurance plan, the City’s “opt out” contribution for your cafeteria plan will be distributed amongst any of the other cafeteria benefits if you choose. If no elections, the entire amount will be paid out to you as taxable income each month. If you participate in another plan or Medicare you are not eligible for the “opt out” contribution.

#### ***Annual Notices***

##### Medicare Creditable Coverage Notice

We are required to provide a Medicare Creditable Coverage Notice to any Medicare-eligible members enrolled or seeking enrollment on our medical Plan.

##### Medicaid and the Children’s Health Insurance Program (CHIP) Notice

We are also required to provide this notice which offers information to help employees and their children who are eligible for our health coverage, but need assistance in paying their health premiums, as well as Special Enrollment periods. The notice gives state contact information for Minnesota.

##### Women’s Health and Cancer Rights Act Notice

The Women’s Health and Cancer Rights Act Notice outlines your coverage required by federal law in the event of a mastectomy.

### HIPAA Special Enrollment Rights

If you are waiving coverage under our medical Plan, you may have special enrollment rights if you have a qualified status change.

In the interest of being environmentally conscious, more information on the above notices is available by contacting the benefits team.

### Notification of Possible Federal Public Service Loan Forgiveness Eligibility (PSLF)

If you have student loans, there is a public service loan forgiveness program.

### *Protecting Your Health Information Privacy Rights*

The City of Corcoran is committed to the privacy of your health information. The administrators of the City's Health Partners (the "Plan") use strict privacy standards to protect your health information from unauthorized use or disclosure.

The Plan's policies protecting your privacy rights and your rights under the law are described in the Plan's Notice of Privacy Practices. You may receive a copy of the Notice of Privacy Practices by contacting Jessica Beise, Administrative Services Director at 763-400-7029 or via email at [jbeise@ci.corcoran.mn.us](mailto:jbeise@ci.corcoran.mn.us).

### *Helpful Links*

PERA - <http://www.mnpera.org/>

MSRS (Post Retirement Health Care Savings Plan **and** Deferred Compensation) - <https://www.msrs.state.mn.us/>

Federal Public Service Loan Forgiveness - <https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/public-service>

## STAFF REPORT

## Agenda Item 11c.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Brad Martens; Kevin Mattson
<b>Topic:</b> Schedule Work Session – Urban Conservation Ordinance	<b>Action Required:</b> Schedule Work Session

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### **Summary:**

Staff continues to work on the Council initiated ordinance updates regarding a proposed urban conservation ordinance. It is recommended that the Council schedule a work session on November 22<sup>nd</sup> to continue progress on the updates.

### **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 November 22, 2021
2. Schedule a work session for a different day and time.

### **Recommendation:**

Schedule a work session for 5:30 pm on November 22, 2021

### **Council Action:**

Mayor to schedule a work session for 5:30 pm on November 22, 2021

### **Attachments:**

None

## STAFF REPORT

## Agenda Item 11d.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Brad Martens
<b>Topic:</b> City Administrator Recruitment Process	<b>Action Required:</b> Direction

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### Summary:

I have been offered the position of City Manager for the City of Shoreview which will be formally approved on Monday, October 25<sup>th</sup>. After which I will tender my resignation with my last day of work on November 26<sup>th</sup>. This was not an easy decision as I have thoroughly enjoyed my time in Corcoran for the last eight plus years. Especially missed will be the exceptional team I have been able to work with each and every day.

As you are aware, the workload on the team is exceptionally high, and the Council should proceed as soon as possible with replacing the position. The Council should discuss the job search process and direct staff on how to proceed. Council should also discuss appointing an interim administrator, my recommendation is Administrative Services Director Jessica Beise.

If a comprehensive search is preferred, it is highly recommended that an executive recruiter be retained to assist in that process as staff workload is already challenging prior to my departure. The work of an executive recruiter includes meeting with Council and staff to develop the position profile, posting the position and seeking qualified candidates, evaluating candidates, developing an initial recommended list for consideration, assisting in the selection of semi-finalists, assisting in interviewing finalists, and contract assistance with the preferred candidate.

### Financial/Budget:

The cost to hire an executive recruiter is estimated to be \$20,000. It is likely that the process will take several months and budget savings from the position not being filled will cover a portion or all of those costs.

### Options:

1. Direct staff to draft a request for proposals to seek an executive recruiter to assist with the recruitment process for City Administrator.
2. Direct staff to proceed in a different manner.

### Recommendation:

If the Council prefers a comprehensive search process, proceeding with a request for proposals for an executive recruiter is highly recommended.

### Council Action:

Direct staff on action related to a recruitment process for the position of City Administrator.

**Attachments:**

None

October 26, 2021

Mayor and Council,

Please accept this letter as my formal resignation as City Administrator for the City of Corcoran. My last day will be November 26, 2021, which honors my 30-day notice requirement per my employment agreement.

My eight plus years in Corcoran has been a great opportunity to assist in leading this community through a significant transition. I am honored to have had the opportunity to work with you, and those before you to achieve a substantial list of successful initiatives and projects. I am most proud however, of the amazing team, at all levels, who make it all happen. They have a passion for serving the Corcoran community and I have been consistently impressed with their capacity to manage change and grow with the city.

I will certainly do my best to assist in any transition and make myself available as I can after my last day to answer any questions. Thank you for this opportunity and best wishes in the future.

Sincerely,

A handwritten signature in black ink that reads "Brad Martens". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Brad Martens





From Site to Finish

105 South Fifth Street,  
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Minneapolis, MN 55401

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# MEMORANDUM

**DATE** October 20, 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 5<sup>th</sup> Planning Commission and has been tabled at the Council to allow the applicant to address stormwater issues. The item is scheduled for Council action on November 10<sup>th</sup>.*
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 70<sup>th</sup> Avenue. *The item was reviewed at the August 12<sup>th</sup> 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 construction signs and an update to the campaign sign policy. *The ordinance was reviewed at the August 26<sup>th</sup> and September 23<sup>rd</sup> City Council meetings and is expected to be reviewed again on October 28<sup>th</sup>.*
4. **Preliminary Plat and Variance 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 and variance to create 12 lots on 115.61 acres. The variance is to allow a lot with frontage on an unimproved public right-of-way. *The item is scheduled for review by the Parks and Trails Commission on October 21<sup>st</sup>, a public hearing at the Planning Commission on November 4<sup>th</sup> and City Council action on November 22<sup>nd</sup>.*
5. **Zoning Ordinance Amendment for Assembly Uses (city file 21-034).** At the June 24<sup>th</sup> 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 5<sup>th</sup> Planning Commission meeting to September 2<sup>nd</sup> and two alternatives were presented for consideration. The Planning Commission reviewed the item at the October 12<sup>th</sup> meeting. The item is scheduled for action at the October 28<sup>th</sup> City Council meeting.*
6. **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 6<sup>th</sup> and 25 lots in Amberley 1st Addition. *The application is scheduled for Planning Commission review on October 14<sup>th</sup> and City Council action on October 28<sup>th</sup>.*

7. **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 was reviewed at a public hearing at the October 7<sup>th</sup> Planning Commission and action is expected at the October 28<sup>th</sup> City Council meeting.*
8. **Site Plan, Conditional Use Permit and Preliminary Plat for Saint Therese Communities on the property located at 8200 Co Rd No 116 (PID 24-119-23-23-0001) (City File No. 21-042).** *St. Therese is requesting approval for a preliminary plat of the city-owned property to create a parcel for the new St. Therese campus with a mix of independent, assisted living, memory care and skilled nursing units. The site plan and conditional use permit for the project will be reviewed with the plat. The application is scheduled for a public hearing at the November 4<sup>th</sup> Planning Commission and November 22<sup>nd</sup> City Council meeting.*
9. **Planned Unit Development (PUD) Amendment for “Tavera” (PID 35-119-23-41-0002) (city file no. 21-043).** *Lennar has requested approval of the PUD amendment for Tavera to allow additional stockpiles in the southwest portion of the former Wessel property. The Council reviewed the request at the October 14<sup>th</sup> meeting and tabled it to October 28<sup>th</sup> to allow the applicant to prepare a plan moving the unauthorized stockpiles.*
10. **Final Plat and PUD Final Plan for “Tavera 3<sup>rd</sup> Addition” (PID 35-119-23-44-0004) (city file no. 21-044).** *The final plat for phase 3 includes 134 townhomes. The application is being reviewed for completeness and will likely be scheduled for December or January Planning Commission and City Council meetings.*
11. **Minor Site Plan Amendment for T-Mobile Central LLC at 23400 CR 10 (PID 07-119-23-43-0006) (City file no. 21-045).** *The applicant is requesting approval to replace and add antennas and ground equipment on the existing Hennepin County tower. Staff is reviewing for completeness. The application will be administratively approved.*
12. **Preliminary and Final Plat for “Magnan Acres at 9257 Trail Haven Road (PID 09-119-23-44-0017, 16-119-23-11-0001 and 16-119-23-11-0002) (City file no. 21-046).** *The applicant is requesting plat approval to plat two existing lots and one unbuildable outlot into two lots. Staff is reviewing for completeness. The application is tentatively scheduled for the December 2<sup>nd</sup> Planning Commission and December 23<sup>rd</sup> Council meeting.*
13. **Sketch plan review for Corcoran Highway 55 Business Park at 6210 Pioneer Tr (PID 32-119-23-34-0013, 32-119-23-43-0005 and 32-119-23-43-0006 ) (City file 21-047).** *John Rausch has requested concept plan review for approximately 500,000 sq. ft. of industrial on 55 acres. The plan is being reviewed for completeness and will likely be scheduled for Council review in November or December.*
14. **PUD Sketch plan review for Pulte Homes of Minnesota, LLC at the NW corner of CR 101/Hackamore (PID 36-119-23-44-0013 , 36-119-23-44-0009, 36-119-23-44-0008, 36-119-23-44-0010 and 36-119-23-44-0014 ) (City file 21-048).** *Pulte has requested sketch plan review for a mixed residential development with townhomes and single family homes. The plan is being reviewed for completeness and will likely be scheduled for Council review in November or December.*

The following projects were recently acted upon and will be closed out:

1. **Amendments to the text of Chapter 82 (Nuisances) of the City Code (city file no. 21-032).** *At the June 10<sup>th</sup> 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. The City Council held a public hearing and approved the amendment at the September 23<sup>rd</sup> meeting.*
2. **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 regulate/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 26<sup>th</sup> meeting. *The applicant submitted a different plan that was reviewed at the September 23<sup>rd</sup> meeting.*

3. **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 2<sup>nd</sup> *and was approved at the September 23<sup>rd</sup> Council meeting.*
4. **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).** *The item was administratively approved.*
5. **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. *The item was administratively approved.*

## STAFF REPORT

## Agenda Item 12b.

<b>Council Meeting:</b> October 28, 2021	<b>Prepared By:</b> Brad Martens
<b>Topic:</b> 2021 Financial Performance Report	<b>Action Required:</b> None

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### **Summary:**

Attached is an updated financial performance report following the end of the third quarter. The current projection is a budget surplus of just over \$392,000. The report outlines the projections as compared to budget. A significant driver of the surplus is several vacant positions for a portion of the year.

### **Financial/Budget:**

Any surplus at the end of the year would be allocated to the reserves unless transferred for other purposes. In most years the Council waits to consider transfers until the initial phase of the audit is completed which usually takes place in April.

### **Options:**

1. Review 2021 Financial Performance Report

### **Recommendation:**

None

### **Council Action:**

Review 2021 Financial Performance Report

### **Attachments:**

1. 2021 Financial Performance Report

**CITY OF CORCORAN**  
**2021 PERFORMANCE REPORT - General Fund**  
**SEPTEMBER 30, 2021**  
**UNAUDITED**

Account Description	2020 Actual	2021 Budget	2021 Actual	2021 Amount Remaining	2021 % Remaining	2021 Year End Forecast	Variance Budget vs YEF	Comments
<b>REVENUE</b>								
Elections								
R 100-41410-33631 CARES ACT	6,119.00	-	-	-	0%	-	-	
	<u>\$ 6,119.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>	<u>\$ -</u>	<u>\$ -</u>	
Other General Government								
R 100-41900-31020 Delinquent Property Taxes	-	-	-	-	0%	-	-	
R 100-41900-31040 Fiscal Disparities	-	-	-	-	0%	-	-	
R 100-41900-31050 Tax Increments	-	-	-	-	0%	-	-	
R 100-41900-31100 General Property Taxes	4,067,936.48	4,447,791.00	2,786,482.45	1,661,308.55	37.35%	4,447,791.00	-	
R 100-41900-31810 Cable Franchise Fee	50,059.47	53,000.00	-	53,000.00	100.00%	53,000.00	-	
R 100-41900-32110 Liquor License Fee	11,250.00	19,000.00	14,475.00	4,525.00	23.82%	19,000.00	-	
R 100-41900-33402 Homestead Credit	-	-	-	-	0%	-	-	
R 100-41900-33403 Mobile Home Homestead Cre	-	-	-	-	0%	-	-	
R 100-41900-33420 Ag Preserve Credit	19,831.42	10,000.00	13,314.72	(3,314.72)	-33.15%	13,315.00	3,315.00	
R 100-41900-33421 PERA State Aid	-	1,845.00	-	1,845.00	100.00%	1,845.00	-	
R 100-41900-33422 Other State Grants and Aids	5,720.42	-	-	-	0%	-	-	
R 100-41900-33620 Other County Grants/Aid	-	-	-	-	0%	-	-	
R 100-41900-33631 CARES ACT	439,309.00	-	-	-	0%	-	-	
R 100-41900-34000 Charges for Services	190.14	-	8.25	(8.25)	0%	8.00	8.00	
R 100-41900-34103 Zoning/Land Use Appl Fee	50,400.00	45,000.00	43,791.00	1,209.00	2.69%	48,000.00	3,000.00	
R 100-41900-34105 Copies/Maps	5.70	100.00	2,790.00	(2,690.00)	-2690.00%	2,790.00	2,690.00	
R 100-41900-34107 Special Assessment Search	25.00	50.00	25.00	25.00	50.00%	50.00	-	
R 100-41900-34108 TIF Administration	-	-	-	-	0%	-	-	
R 100-41900-34110 Escrow Administrative	-	-	-	-	0%	-	-	
R 100-41900-34400 Recycling	-	-	-	-	0%	-	-	
R 100-41900-34405 Clean Up Day Income	-	3,000.00	5,346.16	(2,346.16)	-78.21%	5,350.00	2,350.00	
R 100-41900-36100 Special Assessments	-	-	15,000.00	(15,000.00)	0%	-	-	To be recoded out
R 100-41900-36200 Miscellaneous Revenues	7,876.65	2,500.00	20,836.11	(18,336.11)	-733.44%	20,850.00	18,350.00	
R 100-41900-36210 Interest Earnings	17,643.61	16,500.00	0.54	16,499.46	100.00%	16,500.00	-	
R 100-41900-36215 Sale of Investments	(1,371.29)	-	-	-	0%	-	-	
R 100-41900-36217 Sale of Assets	-	-	-	-	0%	-	-	
R 100-41900-36220 Other Rents and Royalties	6,909.00	7,000.00	-	7,000.00	100.00%	7,000.00	-	
R 100-41900-36230 Donations	-	-	7,788.44	(7,788.44)	0%	768.00	768.00	To be recoded out
R 100-41900-36233 Refunds/Reimbursements	-	-	1,089.85	(1,089.85)	0%	1,090.00	1,090.00	
R 100-41900-39200 Transfer from Other Fund	-	-	-	-	0%	-	-	
	<u>\$ 4,675,785.60</u>	<u>\$ 4,605,786.00</u>	<u>\$ 2,910,947.52</u>	<u>\$ 1,694,838.48</u>	<u>36.80%</u>	<u>\$ 4,637,357.00</u>	<u>\$ 31,571.00</u>	
Planning and Zoning								
R 100-41910-34103 Zoning/Land Use Appl Fee	135.00	-	2,480.00	(2,480.00)	0%	-	-	To recode to department 41900
R 100-41910-36200 Miscellaneous Revenues	80.00	16,250.00	504.87	15,745.13	96.89%	1,000.00	(15,250.00)	
	<u>\$ 215.00</u>	<u>\$ 16,250.00</u>	<u>\$ 2,984.87</u>	<u>\$ 13,265.13</u>	<u>81.63%</u>	<u>1,000.00</u>	<u>\$ (15,250.00)</u>	
Code Enforcement								
R 100-41920-32100 Business/License Fee	-	-	-	-	0%	-	-	
R 100-41920-34000 Charges for Services	-	-	-	-	0%	-	-	
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>	<u>-</u>	<u>\$ -</u>	

**CITY OF CORCORAN**  
**2021 PERFORMANCE REPORT - General Fund**  
**SEPTEMBER 30, 2021**  
**UNAUDITED**

Account Description	2020 Actual	2021 Budget	2021 Actual	2021 Amount Remaining	2021 % Remaining	2021 Year End Forecast	Variance Budget vs YEF	Comments
<b>City Hall Operations</b>								
R 100-41941-34100 General Government	-	-	-	-	0%	-	-	
R 100-41941-34101 Facility Rental	-	-	-	-	0%	-	-	
R 100-41941-36200 Miscellaneous Revenues	3,274.14	1,500.00	131.32	1,368.68	91.25%	150.00	(1,350.00)	
	<u>\$ 3,274.14</u>	<u>\$ 1,500.00</u>	<u>\$ 131.32</u>	<u>\$ 1,368.68</u>	<u>91.25%</u>	<u>150.00</u>	<u>\$ (1,350.00)</u>	
<b>Dept 42100 Police</b>								
R 100-42100-32240 Animal Licenses	-	-	-	-	0%	-	-	
R 100-42100-33422 Other State Grants and Aids	-	-	-	-	0%	-	-	
R 100-42100-33423 Police Aid	119,167.57	71,000.00	-	71,000.00	100.00%	68,945.00	(2,055.00)	YEF is actual amount received
R 100-42100-33424 Police POST Board Train Rei	10,350.02	11,900.00	776.00	11,124.00	93.48%	11,900.00	-	
R 100-42100-33620 Other County Grants/Aid	-	10,000.00	-	10,000.00	100.00%	1,500.00	(8,500.00)	2021 UASI Grant
R 100-42100-34200 Police Permits	4,190.00	4,000.00	3,260.00	740.00	18.50%	4,000.00	-	
R 100-42100-34201 Police Serviced Charges	-	5,000.00	3,400.00	1,600.00	32.00%	5,000.00	-	
R 100-42100-34202 Police Reports/Fees	286.00	400.00	210.00	190.00	47.50%	400.00	-	
R 100-42100-34203 Safe & Sober Grant	(30,345.34)	-	59,689.23	(59,689.23)	0%	59,690.00	59,690.00	Offsets with Expenditure
R 100-42100-34204 Training	-	-	-	-	0%	-	-	
R 100-42100-34205 Police Event Over Time	-	-	-	-	0%	-	-	
R 100-42100-35101 Fines	18,117.60	45,000.00	20,754.89	24,245.11	53.88%	28,000.00	(17,000.00)	Reflects actual experience
R 100-42100-36200 Miscellaneous Revenues	400.00	-	13,300.00	(13,300.00)	0%	13,300.00	13,300.00	Worker's Comp
R 100-42100-36202 Developer Contribution	-	-	-	-	0%	-	-	
R 100-42100-36230 Donations	-	-	-	-	0%	-	-	
R 100-42100-36233 Refunds/Reimbursements	5,170.12	-	3,072.28	(3,072.28)	0%	-	-	Copier Lease Refund & Vest Reimbursement
	<u>\$ 127,335.97</u>	<u>\$ 147,300.00</u>	<u>\$ 104,462.40</u>	<u>\$ 42,837.60</u>	<u>29.08%</u>	<u>\$ 192,735.00</u>	<u>\$ 45,435.00</u>	
<b>Part Time Officers</b>								
R 100-42101-36233 Refunds/Reimbursements	-	-	-	-	0.00%	-	-	
Dept 42101 Part Time Officers	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>	<u>\$ -</u>	<u>\$ -</u>	
<b>Building Inspection (GENERAL)</b>								
R 100-42400-32210 Bldg/Plan Review Fees	1,232,581.80	815,000.00	1,146,314.58	(331,314.58)	139.75%	1,300,000.00	485,000.00	Higher than anticipated new home construction
	<u>\$ 1,232,581.80</u>	<u>\$ 815,000.00</u>	<u>\$ 1,146,314.58</u>	<u>\$ (331,314.58)</u>	<u>-40.65%</u>	<u>\$ 1,300,000.00</u>	<u>\$ 485,000.00</u>	
<b>Hwys, Streets, &amp; Roads</b>								
R 100-43100-33418 Muni State Aid St Maintenance	155,079.10	170,000.00	150,864.10	19,135.90	88.74%	170,000.00	-	
R 100-43100-34300 Public Works Permits/Fees	16,130.64	5,500.00	5,982.04	(482.04)	106.95%	5,982.00	482.00	
R 100-43100-34301 Dust Control	48,349.94	37,500.00	30,103.01	7,396.99	80.27%	37,500.00	-	
R 100-43100-36100 Special Assessments	-	-	-	-	0.00%	-	-	
R 100-43100-36200 Miscellaneous Revenues	42,585.00	42,000.00	1,100.00	40,900.00	2.62%	42,000.00	-	
R 100-43100-36217 Sale of Assets	-	-	-	-	0.00%	-	-	
R 100-43100-36230 Donations	-	-	-	-	0.00%	-	-	
R 100-43100-36233 Refunds/Reimbursements	-	-	-	-	0.00%	-	-	
	<u>\$ 262,144.68</u>	<u>\$ 255,000.00</u>	<u>\$ 188,049.15</u>	<u>\$ 66,950.85</u>	<u>26.26%</u>	<u>\$ 255,482.00</u>	<u>\$ 482.00</u>	
<b>Ice &amp; Snow Removal</b>								
R 100-43125-36200 Miscellaneous Revenues	-	6,000.00	-	6,000.00	0.00%	6,000.00	-	
	<u>\$ -</u>	<u>\$ 6,000.00</u>	<u>\$ -</u>	<u>\$ 6,000.00</u>	<u>100.00%</u>	<u>\$ 6,000.00</u>	<u>\$ -</u>	
<b>Engineering</b>								
R 100-43170-32290 Watershed LGU Revenue	1,600.00	-	400.00	(400.00)	0.00%	400.00	400.00	
	<u>\$ 1,600.00</u>	<u>\$ -</u>	<u>\$ 400.00</u>	<u>\$ (400.00)</u>	<u>0%</u>	<u>\$ 400.00</u>	<u>\$ 400.00</u>	
<b>Recycling</b>								
R 100-43232-33610 County Recycling Grant	13,992.42	14,000.00	10,202.92	3,797.08	72.88%	14,000.00	-	
R 100-43232-34400 Recycling	3,166.39	5,000.00	160.47	4,839.53	3.21%	5,000.00	-	
R 100-43232-36200 Miscellaneous Revenues	66.99	-	-	-	0.00%	-	-	
	<u>\$ 17,225.80</u>	<u>\$ 19,000.00</u>	<u>\$ 10,363.39</u>	<u>\$ 8,636.61</u>	<u>45.46%</u>	<u>\$ 19,000.00</u>	<u>\$ -</u>	

**CITY OF CORCORAN**  
**2021 PERFORMANCE REPORT - General Fund**  
**SEPTEMBER 30, 2021**  
**UNAUDITED**

Account Description	2020 Actual	2021 Budget	2021 Actual	2021 Amount Remaining	2021 % Remaining	2021 Year End Forecast	Variance Budget vs YEF	Comments
<b>Parks (GENERAL)</b>								
R 100-45200-33422 Other State Grants and Aids	21,621.64	40,000.00	38,810.39	1,189.61	43.66%	40,000.00	-	
R 100-45200-33620 Other County Grants/Aid	10,000.00	-	-	-	0.00%	-	-	
R 100-45200-34101 Facility Rental	1,142.06	1,500.00	2,767.20	(1,267.20)	184.48%	2,768.00	1,268.00	
R 100-45200-36199 Recreation Programming	5.00	58,000.00	51,660.00	6,340.00	89.07%	52,000.00	(6,000.00)	
R 100-45200-36200 Miscellaneous Revenues	50.00	-	-	-	0.00%	-	-	
R 100-45200-36230 Donations	768.00	-	230.06	(230.06)	0.00%	230.00	230.00	
R 100-45200-36233 Refunds/Reimbursements	-	-	5.00	(5.00)	0.00%	5.00	5.00	
	<u>\$ 33,586.70</u>	<u>\$ 99,500.00</u>	<u>\$ 93,472.65</u>	<u>\$ 6,027.35</u>	<u>6.06%</u>	<u>\$ 95,003.00</u>	<u>\$ (4,497.00)</u>	
<b>Transfers to/from Other Funds</b>								
R 100-49360-39200 Transfer from Other Fund	218,872.00	269,164.00	-	269,164.00	0.00%	269,164.00	-	
	<u>\$ 218,872.00</u>	<u>\$ 269,164.00</u>	<u>\$ -</u>	<u>\$ 269,164.00</u>	<u>100.00%</u>	<u>\$ 269,164.00</u>	<u>\$ -</u>	
<b>TOTAL GENERAL FUND REVENUE</b>	<b>6,578,740.69</b>	<b>6,234,500.00</b>	<b>4,457,125.88</b>	<b>1,777,374.12</b>	<b>28.51%</b>	<b>6,776,291.00</b>	<b>541,791.00</b>	
<b>EXPENSES</b>								
<b>City Council</b>								
E 100-41100-100 Wages and Salaries	19,260.00	19,260.00	7,800.00	11,460.00	59.50%	19,260.00	-	
E 100-41100-122 FICA	1,194.13	1,195.00	483.60	711.40	59.53%	1,195.00	-	
E 100-41100-126 Medicare	279.28	280.00	113.12	166.88	59.60%	280.00	-	
E 100-41100-140 Unemployment Co	-	-	-	-	0%	-	-	
E 100-41100-208 Training and Instru	3,089.00	6,500.00	3,500.40	2,999.60	46.15%	3,500.00	(3,000.00)	
E 100-41100-210 Operating Supplies	1,727.21	3,000.00	-	3,000.00	100.00%	3,000.00	-	
E 100-41100-219 Covid-19 Coronavir	-	-	-	-	0%	-	-	
E 100-41100-320 Communications	-	-	725.61	(725.61)	0%	-	-	To be recoded out
E 100-41100-364 Workers Comp Insu	91.88	-	-	-	0%	-	-	
	<u>\$ 25,641.50</u>	<u>\$ 30,235.00</u>	<u>\$ 12,622.73</u>	<u>\$ 17,612.27</u>	<u>58.25%</u>	<u>27,235.00</u>	<u>\$ (3,000.00)</u>	
<b>Newspaper/Newsletter/Website</b>								
100-41130-351 Newsletter Expense	10,006.74	9,500.00	5,290.46	4,209.54	44.31%	9,500.00	-	
E 100-41130-352 General Notices an	-	-	-	-	0%	-	-	
E 100-41130-354 Web Site	400.00	5,000.00	3,507.99	1,492.01	29.84%	5,000.00	-	
	<u>\$ 10,406.74</u>	<u>\$ 14,500.00</u>	<u>\$ 8,798.45</u>	<u>\$ 5,701.55</u>	<u>39.32%</u>	<u>14,500.00</u>	<u>\$ -</u>	
<b>City Administrator</b>								
E 100-41300-100 Wages and Salaries	132,278.62	134,888.00	96,496.80	38,391.20	28.46%	134,888.00	-	
E 100-41300-110 Overtime	-	-	-	-	0%	-	-	
E 100-41300-121 PERA	9,920.89	10,117.00	7,237.26	2,879.74	28.46%	10,117.00	-	
E 100-41300-122 FICA	7,344.22	8,363.00	5,318.17	3,044.83	36.41%	8,363.00	-	
E 100-41300-126 Medicare	1,717.60	1,956.00	1,243.77	712.23	36.41%	1,956.00	-	
E 100-41300-130 Employer Paid FSA	-	-	-	-	0%	-	-	
E 100-41300-131 Employer Paid Heal	10,236.10	20,407.00	8,646.72	11,760.28	57.63%	18,000.00	(2,407.00)	
E 100-41300-132 Medical Cafeteria Pl	-	-	-	-	0%	-	-	
E 100-41300-133 Employer Paid H S	-	-	-	-	0%	-	-	
E 100-41300-140 Unemployment Co	-	-	-	-	0%	-	-	
E 100-41300-208 Training and Instru	1,155.94	5,500.00	630.00	4,870.00	88.55%	700.00	(4,800.00)	
E 100-41300-210 Operating Supplies	637.85	1,000.00	976.06	23.94	2.39%	1,000.00	-	
E 100-41300-219 Covid-19 Coronavir	-	-	-	-	0%	-	-	
E 100-41300-300 Professional Srvs (G	-	-	-	-	0%	-	-	
E 100-41300-364 Workers Comp Insu	963.81	810.00	1,926.95	(1,116.95)	-137.90%	1,927.00	1,117.00	
E 100-41300-433 Dues and Members	1,202.50	1,400.00	1,256.87	143.13	10.22%	1,260.00	(140.00)	
	<u>\$ 165,457.53</u>	<u>\$ 184,441.00</u>	<u>\$ 123,732.60</u>	<u>\$ 60,708.40</u>	<u>32.91%</u>	<u>178,211.00</u>	<u>\$ (6,230.00)</u>	
<b>Clerk/Admin</b>								
E 100-41400-100 Wages and Salaries	263,711.35	273,442.00	203,482.44	69,959.56	25.58%	290,000.00	16,558.00	
E 100-41400-110 Overtime	2,791.76	5,000.00	4,888.11	111.89	2.24%	5,000.00	-	
E 100-41400-121 PERA	19,987.75	20,508.00	15,627.78	4,880.22	23.80%	20,508.00	-	

**CITY OF CORCORAN**  
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Account Description	2020	2021	2021	2021	2021	2021	Variance	Comments
	Actual	Budget	Actual	Amount Remaining	% Remaining	Year End Forecast	Budget vs YEF	
E 100-41400-122 FICA	16,162.74	16,953.00	12,612.67	4,340.33	25.60%	16,953.00	-	
E 100-41400-126 Medicare	3,780.00	3,965.00	2,949.74	1,015.26	25.61%	3,965.00	-	
E 100-41400-130 Employer Paid FSA	-	-	-	-	0%	-	-	
E 100-41400-131 Employer Paid Heal	68,269.92	75,479.00	57,924.44	17,554.56	23.26%	75,479.00	-	
E 100-41400-132 Medical Cafeteria Pl	-	-	-	-	0%	-	-	
E 100-41400-133 Employer Paid H S	-	-	-	-	0%	-	-	
E 100-41400-140 Unemployment Co	-	-	-	-	0%	-	-	
E 100-41400-208 Training and Instru	7,458.00	12,000.00	3,251.74	8,748.26	72.90%	12,000.00	-	
E 100-41400-210 Operating Supplies	360.18	1,750.00	607.91	1,142.09	65.26%	1,750.00	-	
E 100-41400-219 Covid-19 Coronavir	259.50	-	-	-	0%	-	-	
E 100-41400-300 Professional Srvs (G	-	75,000.00	-	75,000.00	100.00%	-	(75,000.00)	Hired staff instead of contracting out
E 100-41400-364 Workers Comp Insu	2,589.54	2,205.00	3,803.41	(1,598.41)	-72.49%	3,803.00	1,598.00	
E 100-41400-433 Dues and Members	1,007.00	1,250.00	-	1,250.00	100.00%	1,250.00	-	
	<u>\$ 386,377.74</u>	<u>\$ 487,552.00</u>	<u>\$ 305,148.24</u>	<u>\$ 182,403.76</u>	<u>37.41%</u>	<u>430,708.00</u>	<u>\$ (56,844.00)</u>	
<b>Elections</b>								
E 100-41410-202 CARES Act Expendit	6,119.00	-	-	-	0%	-	-	
E 100-41410-210 Operating Supplies	20,112.75	2,400.00	2,223.82	176.18	7.34%	2,400.00	-	
E 100-41410-219 Covid-19 Coronavir	2,359.70	-	-	-	0%	-	-	
	<u>\$ 28,591.45</u>	<u>\$ 2,400.00</u>	<u>\$ 2,223.82</u>	<u>\$ 176.18</u>	<u>7.34%</u>	<u>2,400.00</u>	<u>\$ -</u>	
<b>Auditor/Treasurer</b>								
E 100-41540-300 Professional Srvs	41,075.00	37,000.00	36,610.00	390.00	1.05%	37,000.00	-	
	<u>\$ 41,075.00</u>	<u>\$ 37,000.00</u>	<u>\$ 36,610.00</u>	<u>\$ 390.00</u>	<u>1.05%</u>	<u>37,000.00</u>	<u>\$ -</u>	
<b>Assessor</b>								
E 100-41550-201 Postage/Shipping	3.50	-	-	-	0%	-	-	
E 100-41550-210 Operating Supplies	1,764.12	1,000.00	-	1,000.00	100.00%	1,000.00	-	
E 100-41550-300 Professional Srvs	57,204.32	94,000.00	94,000.00	-	0.00%	94,000.00	-	
	<u>\$ 58,971.94</u>	<u>\$ 95,000.00</u>	<u>\$ 94,000.00</u>	<u>\$ 1,000.00</u>	<u>1.05%</u>	<u>95,000.00</u>	<u>\$ -</u>	
<b>Attorney</b>								
E 100-41600-219 Covid-19 Coronavir	-	-	-	-	0%	-	-	
E 100-41600-300 Professional Srvs	39,226.05	34,000.00	33,069.57	930.43	2.74%	36,000.00	2,000.00	
E 100-41600-304 Legal Fees	-	-	-	-	0%	-	-	
	<u>\$ 39,226.05</u>	<u>\$ 34,000.00</u>	<u>\$ 33,069.57</u>	<u>\$ 930.43</u>	<u>2.74%</u>	<u>36,000.00</u>	<u>\$ 2,000.00</u>	
<b>Other General Government</b>								
E 100-41900-131 Employer Paid Health	-	-	-	-	0%	-	-	
E 100-41900-150 Worker s Comp	-	-	-	-	0%	-	-	
E 100-41900-201 Postage/Shipping	-	-	7.20	(7.20)	0%	-	-	
E 100-41900-202 CARES Act Expendit	202,520.47	-	-	-	0%	-	-	
E 100-41900-208 Training and Instru	-	-	-	-	0%	-	-	
E 100-41900-210 Operating Supplies	7,614.83	8,000.00	9,473.58	(1,473.58)	-18.42%	9,474.00	1,474.00	
E 100-41900-300 Professional Srvs	6,494.65	10,500.00	7,194.37	3,305.63	31.48%	10,500.00	-	
E 100-41900-321 Telephone	-	-	(248.56)	248.56	0%	-	-	
E 100-41900-360 Insurance	78,837.00	80,000.00	83,746.18	(3,746.18)	-4.68%	83,746.00	3,746.00	
E 100-41900-430 Misc. Banking Char	-	-	-	-	0%	-	-	
E 100-41900-433 Dues and Members	25,165.66	25,000.00	21,318.61	3,681.39	14.73%	25,000.00	-	
E 100-41900-530 Improvements Other	-	-	-	-	0%	-	-	
E 100-41900-700 Transfers	337,000.00	235,000.00	-	235,000.00	100.00%	235,000.00	-	
E 100-41900-810 Refunds/Reimbursement	-	-	-	-	0%	-	-	
	<u>\$ 657,632.61</u>	<u>\$ 358,500.00</u>	<u>\$ 121,491.38</u>	<u>\$ 237,008.62</u>	<u>66.11%</u>	<u>363,720.00</u>	<u>\$ 5,220.00</u>	
<b>Planning and Zoning</b>								
E 100-41910-100 Wages and Salaries	13,381.93	71,240.00	40,340.68	30,899.32	43.37%	71,240.00	-	
E 100-41910-110 Overtime	-	-	-	-	0%	-	-	
E 100-41910-121 PERA	909.24	5,343.00	3,025.55	2,317.45	43.37%	5,343.00	-	



**CITY OF CORCORAN**  
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Account Description	2020	2021	2021	2021	2021	2021	Variance	Comments
	Actual	Budget	Actual	Amount Remaining	% Remaining	Year End Forecast	Budget vs YEF	
E 100-41910-122 FICA	960.12	4,417.00	2,655.59	1,761.41	39.88%	4,417.00	-	
E 100-41910-126 Medicare	224.54	1,033.00	621.06	411.94	39.88%	1,033.00	-	
E 100-41910-130 Employer Paid FSA	-	-	-	-	0%	-	-	
E 100-41910-131 Employer Paid Heal	1,371.90	8,884.00	6,861.19	2,022.81	22.77%	8,884.00	-	
E 100-41910-208 Training and Instruments	-	1,500.00	387.82	1,112.18	74.15%	1,500.00	-	
E 100-41910-210 Operating Supplies	448.28	1,000.00	2,092.09	(1,092.09)	-109.21%	2,092.00	1,092.00	
E 100-41910-300 Professional Srvs	79,407.46	45,000.00	70,480.22	(25,480.22)	-56.62%	80,000.00	35,000.00	Additional projects directed by Council
E 100-41910-344 Public Hearing Notice	-	-	-	-	0%	-	-	
E 100-41910-364 Workers Comp Insurance	160.34	370.00	554.31	(184.31)	-49.81%	600.00	230.00	
E 100-41910-431 Misc Expense	-	-	3,000.00	(3,000.00)	0%	4,000.00	4,000.00	
	<b>\$ 96,863.81</b>	<b>\$ 138,787.00</b>	<b>\$ 130,018.51</b>	<b>\$ 8,768.49</b>	<b>6.32%</b>	<b>179,109.00</b>	<b>\$ 40,322.00</b>	
Code Enforcement								
E 100-41920-100 Wages and Salaries	70,886.72	-	-	-	0%	-	-	
E 100-41920-110 Overtime	608.76	-	-	-	0%	-	-	
E 100-41920-121 PERA	5,362.16	-	-	-	0%	-	-	
E 100-41920-122 FICA	4,758.95	-	-	-	0%	-	-	
E 100-41920-126 Medicare	1,112.97	-	-	-	0%	-	-	
E 100-41920-130 Employer Paid FSA	-	-	-	-	0%	-	-	
E 100-41920-131 Employer Paid Heal	8,433.61	-	-	-	0%	-	-	
E 100-41920-132 Medical Cafeteria PI	-	-	-	-	0%	-	-	
E 100-41920-140 Unemployment Co	-	-	-	-	0%	-	-	
E 100-41920-208 Training and Instru	-	-	-	-	0%	-	-	
E 100-41920-210 Operating Supplies	978.00	-	-	-	0%	-	-	
E 100-41920-212 Motor Fuels	-	-	-	-	0%	-	-	
E 100-41920-219 Covid-19 Coronavir	83.90	-	-	-	0%	-	-	
E 100-41920-300 Professional Srvs (G	33,387.75	30,000.00	24,389.75	5,610.25	18.70%	30,000.00	-	
E 100-41920-331 Vehicle Expense	-	-	-	-	0%	-	-	
E 100-41920-344 Public Hearing Notice	-	-	-	-	0%	-	-	
E 100-41920-364 Workers Comp Insurance	480.97	-	-	-	0%	-	-	
E 100-41920-417 Uniforms	-	-	-	-	0%	-	-	
E 100-41920-433 Dues and Members	65.00	-	-	-	0%	-	-	
	<b>\$ 126,158.79</b>	<b>\$ 30,000.00</b>	<b>\$ 24,389.75</b>	<b>\$ 5,610.25</b>	<b>18.70%</b>	<b>30,000.00</b>	<b>\$ -</b>	

**CITY OF CORCORAN**  
**2021 PERFORMANCE REPORT - General Fund**  
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Account Description	2020 Actual	2021 Budget	2021 Actual	2021 Amount Remaining	2021 % Remaining	2021 Year End Forecast	Variance Budget vs YEF	Comments
<b>City Hall Operations</b>								
E 100-41941-200 Office Supplies	3,744.78	4,500.00	3,550.76	949.24	21.09%	4,500.00	-	
E 100-41941-201 Postage/Shipping	3,275.40	3,750.00	641.25	3,108.75	82.90%	1,500.00	(2,250.00)	
E 100-41941-207 Computer Supplies	-	-	-	-	0%	-	-	
E 100-41941-210 Operating Supplies	16,661.92	19,500.00	14,869.93	4,630.07	23.74%	19,500.00	-	
E 100-41941-219 Covid-19 Coronavir	209.64	-	(0.03)	0.03	0%	-	-	
E 100-41941-228 Dust Control	-	-	-	-	0%	-	-	
E 100-41941-300 Professional Srvs (G	14,759.55	15,500.00	17,921.01	(2,421.01)	-15.62%	17,921.00	2,421.00	
E 100-41941-304 Legal Fees	-	-	-	-	0%	-	-	
E 100-41941-321 Telephone	2,811.77	2,500.00	3,892.23	(1,392.23)	-55.69%	4,500.00	2,000.00	
E 100-41941-352 General Notices an	-	-	-	-	0%	-	-	
E 100-41941-364 Workers Comp Insu	-	-	-	-	0%	-	-	
E 100-41941-380 Utility & Services (G	13,949.11	16,000.00	20,136.36	(4,136.36)	-25.85%	23,000.00	7,000.00	
E 100-41941-400 Repairs & Maint Co	13,814.45	19,500.00	6,132.20	13,367.80	68.55%	19,500.00	-	
E 100-41941-430 Misc. Banking Char	361.60	400.00	255.00	145.00	36.25%	400.00	-	
E 100-41941-432 Credit Card Fees	7,764.55	7,000.00	13,669.97	(6,669.97)	-95.29%	7,000.00	-	Portion will need to be recoded to Enterprise Fund
E 100-41941-520 Buildings and Struct	5,967.20	6,000.00	470.00	5,530.00	92.17%	6,000.00	-	
E 100-41941-530 Improvements Oth	-	-	-	-	0%	-	-	
E 100-41941-610 Interest	-	-	-	-	0%	-	-	
E 100-41941-810 Refunds/Reimburse	-	-	530.46	(530.46)	0%	530.00	530.00	
E 100-41941-811 Storm Damage Ins	-	-	49,441.32	(49,441.32)	0%	49,442.00	49,442.00	Roof damage - will be offset with the insurance claim revenue
	\$ 83,319.97	\$ 94,650.00	\$ 131,510.46	\$ (36,860.46)	-38.94%	153,793.00	\$ 59,143.00	
<b>IT (Info. Technology)</b>								
E 100-41951-201 Postage/Shipping	-	-	-	-	0%	-	-	
E 100-41951-207 Computer Supplies	27,137.84	35,000.00	28,167.13	6,832.87	19.52%	35,000.00	-	
E 100-41951-210 Operating Supplies	8,756.36	15,000.00	11,073.44	3,926.56	26.18%	15,000.00	-	
E 100-41951-219 Covid-19 Coronavir	-	-	-	-	0%	-	-	
E 100-41951-300 Professional Srvs	73,247.90	85,000.00	63,203.10	21,796.90	25.64%	85,000.00	-	
E 100-41951-520 Buildings and Struct	-	-	-	-	0%	-	-	
E 100-41951-530 Improvements Oth	2,072.00	12,000.00	6,806.45	5,193.55	43.28%	12,000.00	-	
E 100-41951-810 Refunds/Reimburse	(8,000.00)	-	-	-	0%	-	-	
	\$ 103,214.10	\$ 147,000.00	\$ 109,250.12	\$ 37,749.88	25.68%	147,000.00	\$ -	
<b>Police</b>								
E 100-42100-100 Wages and Salaries	492,318.57	866,731.00	489,410.58	377,320.42	43.53%	653,000.00	(213,731.00)	Staff out on leave
E 100-42100-110 Overtime	24,893.41	26,286.00	41,158.34	(14,872.34)	-56.58%	55,000.00	28,714.00	
E 100-42100-111 Overtime Events/Gr	3,610.72	12,000.00	5,184.61	6,815.39	56.79%	12,000.00	-	
E 100-42100-119 CARES Act Payroll	214,782.64	-	-	-	0%	-	-	
E 100-42100-121 PERA	128,611.25	155,811.00	91,714.65	64,096.35	41.14%	125,000.00	(30,811.00)	
E 100-42100-122 FICA	(246.10)	-	-	-	0%	-	-	
E 100-42100-126 Medicare	10,614.42	12,949.00	7,608.48	5,340.52	41.24%	10,500.00	(2,449.00)	
E 100-42100-130 Employer Paid FSA	-	-	-	-	0%	-	-	
E 100-42100-131 Employer Paid Heal	162,749.10	185,621.00	139,834.78	45,786.22	24.67%	185,621.00	-	
E 100-42100-132 Medical Cafeteria Pl	-	-	-	-	0%	-	-	
E 100-42100-133 Employer Paid H S	-	-	-	-	0%	-	-	
E 100-42100-134 Employer Paid HRA	-	-	-	-	0%	-	-	
E 100-42100-200 Office Supplies	2,014.71	3,600.00	6,226.32	(2,626.32)	-72.95%	8,000.00	4,400.00	
E 100-42100-201 Postage/Shipping	34.31	250.00	67.90	182.10	72.84%	250.00	-	
E 100-42100-208 Training and Instru	25,808.09	26,400.00	13,669.73	12,730.27	48.22%	26,400.00	-	
E 100-42100-209 Police Reserves	3,384.53	3,500.00	43.12	3,456.88	98.77%	3,500.00	-	
E 100-42100-210 Operating Supplies	12,019.48	18,000.00	19,313.54	(1,313.54)	-7.30%	20,000.00	2,000.00	
E 100-42100-211 Contracted Security	-	-	-	-	0%	-	-	
E 100-42100-212 Motor Fuels	18,410.37	22,000.00	18,444.71	3,555.29	16.16%	22,000.00	-	
E 100-42100-218 Investigations	1,119.56	1,000.00	75.00	925.00	92.50%	1,000.00	-	
E 100-42100-219 Covid-19 Coronavir	1,656.01	-	-	-	0%	-	-	
E 100-42100-220 Repair/Maint Suppl	16,195.66	12,500.00	7,371.15	5,128.85	41.03%	12,500.00	-	
E 100-42100-223 Building Repair Sup	5,110.35	6,500.00	6,294.82	205.18	3.16%	6,500.00	-	

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Account Description	2020	2021	2021	2021	2021	2021	Variance	Comments
	Actual	Budget	Actual	Amount Remaining	% Remaining	Year End Forecast	Budget vs YEF	
E 100-42100-300 Professional Srvs	3,531.92	6,200.00	17,435.53	(11,235.53)	-181.22%	20,000.00	13,800.00	Hiring process costs (background, etc.)
E 100-42100-301 Prisoner	1,670.60	8,000.00	848.93	7,151.07	89.39%	5,000.00	(3,000.00)	
E 100-42100-304 Legal Fees	23,313.22	27,500.00	18,614.74	8,885.26	32.31%	27,500.00	-	
E 100-42100-321 Telephone	9,495.01	9,500.00	7,990.52	1,509.48	15.89%	9,500.00	-	
E 100-42100-323 Radio Units	21,797.05	20,000.00	14,388.64	5,611.36	28.06%	20,000.00	-	
E 100-42100-364 Workers Comp Insu	62,768.72	47,600.00	71,811.80	(24,211.80)	-50.87%	71,812.00	24,212.00	Higher than anticipated costs due to experience
E 100-42100-380 Utility & Services	9,335.81	9,500.00	7,931.78	1,568.22	16.51%	9,500.00	-	
E 100-42100-417 Uniforms	12,439.75	14,000.00	8,839.08	5,160.92	36.86%	14,000.00	-	
E 100-42100-433 Dues and Members	1,892.24	2,300.00	2,769.47	(469.47)	-20.41%	3,000.00	700.00	
E 100-42100-435 Toward Zero Death	-	-	50,802.25	(50,802.25)	0%	50,802.00	50,802.00	Offsets with revenue line item for Safe & Sober
E 100-42100-490 Donations (Gamblin	-	-	-	-	0%	-	-	
E 100-42100-550 Motor Vehicles	-	-	-	-	0%	-	-	
E 100-42100-810 Refunds/Reimburse	2,929.26	-	14,172.55	(14,172.55)	0%	14,173.00	14,173.00	
E 100-42100-811 Storm Damage Ins	-	-	746.31	(746.31)	0%	746.00	746.00	
	\$ 1,272,260.66	\$ 1,497,748.00	\$ 1,062,769.33	\$ 434,978.67	29.04%	1,387,304.00	\$ (110,444.00)	
<b>Part Time Officers</b>								
E 100-42101-100 Wages and Salaries	67,302.30	85,011.00	45,455.98	39,555.02	46.53%	61,000.00	(24,011.00)	
E 100-42101-110 Overtime	150.48	-	-	-	0%	-	-	
E 100-42101-111 Overtime Events/Gr	15,762.50	5,000.00	17,422.30	(12,422.30)	-248.45%	17,422.00	12,422.00	
E 100-42101-120 Employer Contrib R	-	-	-	-	0%	-	-	
E 100-42101-121 PERA	5,004.73	11,955.00	2,449.28	9,505.72	79.51%	3,300.00	(8,655.00)	
E 100-42101-122 FICA	4,022.90	5,271.00	3,213.59	2,057.41	39.03%	4,300.00	(971.00)	
E 100-42101-126 Medicare	1,218.93	1,233.00	911.75	321.25	26.05%	1,233.00	-	
E 100-42101-130 Employer Paid FSA	-	-	-	-	0%	-	-	
E 100-42101-131 Employer Paid Heal	-	-	-	-	0%	-	-	
E 100-42101-132 Medical Cafeteria Pl	-	-	-	-	0%	-	-	
E 100-42101-133 Employer Paid H S	-	-	-	-	0%	-	-	
E 100-42101-140 Unemployment Co	-	-	-	-	0%	-	-	
E 100-42101-150 Worker s Comp	-	-	-	-	0%	-	-	
E 100-42101-160 Liability Insurance	-	-	-	-	0%	-	-	
E 100-42101-219 Covid-19 Coronavir	-	-	-	-	0%	-	-	
	\$ 93,461.84	\$ 108,470.00	\$ 69,452.90	\$ 39,017.10	35.97%	87,255.00	\$ (21,215.00)	

**CITY OF CORCORAN**  
**2021 PERFORMANCE REPORT - General Fund**  
**SEPTEMBER 30, 2021**  
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Account Description	2020 Actual	2021 Budget	2021 Actual	2021 Amount Remaining	2021 % Remaining	2021 Year End Forecast	Variance Budget vs YEF	Comments
<b>Police Admin</b>								
E 100-42102-100 Wages and Salaries	66,500.44	93,854.00	62,735.17	31,118.83	33.16%	85,000.00	(8,854.00)	
E 100-42102-110 Overtime	406.55	500.00	703.44	(203.44)	-40.69%	703.00	203.00	
E 100-42102-120 Employer Contrib R	-	-	-	-	0%	-	-	
E 100-42102-121 PERA	5,018.02	7,077.00	4,757.88	2,319.12	32.77%	7,077.00	-	
E 100-42102-122 FICA	4,300.29	5,850.00	4,062.55	1,787.45	30.55%	5,850.00	-	
E 100-42102-126 Medicare	1,005.72	1,368.00	950.11	417.89	30.55%	1,368.00	-	
E 100-42102-130 Employer Paid FSA	-	-	-	-	0%	-	-	
E 100-42102-131 Employer Paid Heal	18,386.89	18,613.00	15,099.49	3,513.51	18.88%	18,613.00	-	
E 100-42102-132 Medical Cafeteria PI	-	-	-	-	0%	-	-	
E 100-42102-133 Employer Paid H S	-	-	-	-	0%	-	-	
E 100-42102-140 Unemployment Co	-	-	-	-	0%	-	-	
E 100-42102-150 Worker s Comp	-	-	-	-	0%	-	-	
E 100-42102-160 Liability Insurance	-	-	-	-	0%	-	-	
E 100-42102-219 Covid-19 Coronavir	-	-	-	-	0%	-	-	
	\$ 95,617.91	\$ 127,262.00	\$ 88,308.64	\$ 38,953.36	30.61%	118,611.00	\$ (8,651.00)	
<b>Fire</b>								
E 100-42200-300 Professional Srvs	366,102.74	383,100.00	288,495.38	94,604.62	24.69%	383,100.00	-	
E 100-42200-550 Motor Vehicles	-	-	-	-	0%	-	-	
E 100-42200-580 Other Equipment	-	10,000.00	-	10,000.00	100.00%	10,000.00	-	Transfer to fund for future use
	\$ 366,102.74	\$ 393,100.00	\$ 288,495.38	\$ 104,604.62	26.61%	393,100.00	\$ -	
<b>Building Inspection</b>								
E 100-42400-300 Professional Srvs	392,952.79	402,000.00	246,830.68	155,169.32	38.60%	550,000.00	148,000.00	
E 100-42400-303 Engineering Fees	664.50	-	3,188.50	(3,188.50)	0%	5,000.00	5,000.00	
E 100-42400-437 Surcharges	44,519.76	24,500.00	16,404.82	8,095.18	33.04%	35,000.00	10,500.00	
	\$ 438,137.05	\$ 426,500.00	\$ 266,424.00	\$ 160,076.00	37.53%	590,000.00	\$ 163,500.00	
<b>Hwys, Streets, &amp; Roads</b>								
E 100-43100-100 Wages and Salaries	447,426.63	620,191.00	422,818.74	197,372.26	31.82%	620,191.00	-	
E 100-43100-110 Overtime	38,884.80	39,000.00	35,713.11	3,286.89	8.43%	39,000.00	-	
E 100-43100-121 PERA	36,498.92	49,439.00	33,438.37	16,000.63	32.36%	49,439.00	-	
E 100-43100-122 FICA	29,044.80	40,870.00	27,662.04	13,207.96	32.32%	40,870.00	-	
E 100-43100-126 Medicare	6,792.73	9,558.00	6,469.36	3,088.64	32.31%	9,558.00	-	
E 100-43100-130 Employer Paid FSA	-	-	-	-	0%	-	-	
E 100-43100-131 Employer Paid Heal	109,959.24	147,536.00	96,700.58	50,835.42	34.46%	147,536.00	-	
E 100-43100-132 Medical Cafeteria PI	-	-	-	-	0%	-	-	
E 100-43100-133 Employer Paid H S	-	-	-	-	0%	-	-	
E 100-43100-134 Employer Paid HRA	-	-	-	-	0%	-	-	
E 100-43100-140 Unemployment Co	4,948.71	-	-	-	0%	-	-	
E 100-43100-200 Office Supplies	-	1,000.00	104.10	895.90	89.59%	1,000.00	-	
E 100-43100-208 Training and Instru	2,219.46	7,250.00	3,185.75	4,064.25	56.06%	7,250.00	-	
E 100-43100-210 Operating Supplies	40,846.65	30,000.00	19,649.87	10,350.13	34.50%	30,000.00	-	
E 100-43100-212 Motor Fuels	23,577.56	35,000.00	24,811.37	10,188.63	29.11%	35,000.00	-	
E 100-43100-219 Covid-19 Coronavir	-	-	-	-	0%	-	-	
E 100-43100-220 Repair/Maint Suppl	60,997.44	42,000.00	28,880.20	13,119.80	31.24%	42,000.00	-	
E 100-43100-222 Seal Coating	101,296.90	69,000.00	34,402.50	34,597.50	50.14%	69,000.00	-	
E 100-43100-223 Building Repair Sup	9,452.17	15,000.00	16,534.04	(1,534.04)	-10.23%	17,000.00	2,000.00	
E 100-43100-225 Landscape/Ditch Maintenance	12,362.13	17,500.00	11,280.99	6,219.01	35.54%	17,500.00	-	
E 100-43100-226 Sign Repair Material	6,382.19	7,000.00	-	7,000.00	100.00%	7,000.00	-	
E 100-43100-227 Crack Filling	-	10,000.00	239.99	9,760.01	97.60%	10,000.00	-	
E 100-43100-228 Dust Control	111,075.45	110,000.00	109,565.43	434.57	0.40%	110,000.00	-	
E 100-43100-229 Culverts	-	15,000.00	7,438.76	7,561.24	50.41%	22,500.00	7,500.00	
E 100-43100-230 MSA Expense	-	-	-	-	0%	-	-	
E 100-43100-231 Tiling	-	-	-	-	0%	-	-	
E 100-43100-232 Gravel	156,484.09	152,500.00	119,660.36	32,839.64	21.53%	152,500.00	-	
E 100-43100-233 Asphalt Maint/Patch	3,400.03	175,000.00	3,646.75	171,353.25	97.92%	175,000.00	-	

**CITY OF CORCORAN**  
**2021 PERFORMANCE REPORT - General Fund**  
**SEPTEMBER 30, 2021**  
**UNAUDITED**

Account Description	2020	2021	2021	2021	2021	2021	Variance	Comments
	Actual	Budget	Actual	Amount Remaining	% Remaining	Year End Forecast	Budget vs YEF	
E 100-43100-300 Professional Svcs	504.22	2,100.00	47.22	2,052.78	97.75%	2,100.00	-	
E 100-43100-321 Telephone	11,192.36	11,500.00	8,333.18	3,166.82	27.54%	11,500.00	-	
E 100-43100-360 Insurance	-	-	-	-	0%	-	-	
E 100-43100-364 Workers Comp Insu	15,674.78	8,700.00	13,820.43	(5,120.43)	-58.86%	8,700.00	-	
E 100-43100-380 Utility & Services	22,496.57	20,000.00	11,491.26	8,508.74	42.54%	20,000.00	-	
E 100-43100-381 Street/Signal Lights	4,221.11	10,000.00	4,959.67	5,040.33	50.40%	10,000.00	-	
E 100-43100-417 Uniforms	7,923.45	11,250.00	6,371.29	4,878.71	43.37%	11,250.00	-	
E 100-43100-431 Misc Expense	-	-	-	-	0%	-	-	
E 100-43100-433 Dues and Members	372.50	-	250.00	(250.00)	0%	250.00	250.00	
E 100-43100-810 Refunds/Reimburse	-	-	5,720.00	(5,720.00)	0%	5,720.00	5,720.00	
E 100-43100-811 Storm Damage Ins	-	-	50,746.31	(50,746.31)	0%	50,746.00	50,746.00	Roof damage - will be offset with the insurance claim revenue
	\$ 1,264,034.89	\$ 1,656,394.00	\$ 1,103,941.67	\$ 552,452.33	33.35%	1,722,610.00	\$ 66,216.00	
Ice & Snow Removal								
E 100-43125-210 Operating Supplies	47,068.89	50,500.00	33,172.05	17,327.95	34.31%	50,500.00	-	
	\$ 47,068.89	\$ 50,500.00	\$ 33,172.05	\$ 17,327.95	34.31%	50,500.00	\$ -	
Engineering								
E 100-43170-260 Comprehensive Plan	-	-	-	-	0%	-	-	
E 100-43170-299 Watershed LGU	17,604.60	10,000.00	14,807.13	(4,807.13)	-48.07%	16,000.00	6,000.00	
E 100-43170-300 Professional Svcs	52,516.28	35,000.00	159,280.48	(124,280.48)	-355.09%	50,000.00	15,000.00	Most costs need to be allocated to project funds
E 100-43170-303 Engineering Fees	-	-	1,396.50	(1,396.50)	0%	-	-	
	\$ 70,120.88	\$ 45,000.00	\$ 175,484.11	\$ (130,484.11)	-289.96%	66,000.00	\$ 21,000.00	
Recycling								
E 100-43232-210 Operating Supplies	-	3,500.00	2,980.02	519.98	14.86%	3,500.00	-	
E 100-43232-300 Professional Svcs	11,778.01	9,000.00	4,692.24	4,307.76	47.86%	9,000.00	-	
	\$ 11,778.01	\$ 12,500.00	\$ 7,672.26	\$ 4,827.74	38.62%	12,500.00	\$ -	
Parks								
E 100-45200-100 Wages and Salaries	61,567.33	103,052.00	73,292.38	29,759.62	28.88%	103,052.00	-	
E 100-45200-110 Overtime	1,432.64	-	1,065.59	(1,065.59)	0%	-	-	
E 100-45200-119 CARES Act Payroll	22,005.89	-	-	-	0%	-	-	
E 100-45200-121 PERA	4,117.63	4,494.00	3,120.77	1,373.23	30.56%	4,494.00	-	
E 100-45200-122 FICA	5,488.71	6,389.00	4,814.09	1,574.91	24.65%	6,389.00	-	
E 100-45200-126 Medicare	1,283.66	1,494.00	1,125.88	368.12	24.64%	1,494.00	-	
E 100-45200-131 Employer Paid Heal	4,487.17	17,332.00	4,539.61	12,792.39	73.81%	16,000.00	(1,332.00)	
E 100-45200-132 Medical Cafeteria Pl	4,129.44	-	3,819.57	(3,819.57)	0%	-	-	To be recoded out
E 100-45200-133 Employer Paid H S	2,922.99	-	2,630.55	(2,630.55)	0%	-	-	To be recoded out
E 100-45200-140 Unemployment Co	17.08	-	-	-	0%	-	-	
E 100-45200-208 Training and Instru	-	350.00	-	350.00	100.00%	-	(350.00)	
E 100-45200-210 Operating Supplies	21,876.46	25,000.00	11,683.18	13,316.82	53.27%	25,000.00	-	
E 100-45200-219 Covid-19 Coronavir	90.91	-	187.13	(187.13)	0%	-	-	
E 100-45200-221 Maintenance Projec	37,015.23	20,000.00	18,614.07	1,385.93	6.93%	20,000.00	-	
E 100-45200-222 Seal Coating	-	-	-	-	0%	-	-	
E 100-45200-261 Recreation Program	4,529.00	25,500.00	13,495.03	12,004.97	47.08%	20,000.00	(5,500.00)	
E 100-45200-300 Professional Svcs (G	1,348.44	2,500.00	768.00	1,732.00	69.28%	2,500.00	-	
E 100-45200-321 Telephone	841.69	750.00	330.73	419.27	55.90%	750.00	-	
E 100-45200-364 Workers Comp Insu	13,503.96	10,200.00	15,281.10	(5,081.10)	-49.81%	15,300.00	5,100.00	
E 100-45200-380 Utility & Services (G	4,520.39	5,500.00	3,940.76	1,559.24	28.35%	5,500.00	-	
E 100-45200-417 Uniforms	-	-	-	-	0%	-	-	
E 100-45200-433 Dues and Members	-	400.00	800.00	(400.00)	-100.00%	800.00	400.00	
E 100-45200-520 Buildings and Struct	-	-	-	-	0%	-	-	
E 100-45200-530 Improvements Oth	39,312.08	40,000.00	38,810.39	1,189.61	2.97%	40,000.00	-	
E 100-45200-810 Refunds/Reimburse	-	-	-	-	0%	-	-	
	\$ 230,490.70	\$ 262,961.00	\$ 198,318.83	\$ 64,642.17	24.58%	261,279.00	\$ (1,682.00)	

Transfers to/from Other Funds

**CITY OF CORCORAN**  
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E 100-49360-710 Residual Equity Tra	-	-	-	-	0%	-	-	
E 100-49360-720 Operating Transfers	525,787.00	-	-	-	0%	-	-	
	\$ 525,787.00	\$ -	\$ -	\$ -	0%	-	\$ -	
<b>TOTAL GENERAL FUND EXPENSE</b>	<b>6,237,797.80</b>	<b>6,234,500.00</b>	<b>4,426,904.80</b>	<b>1,807,595.20</b>	<b>28.99%</b>	<b>6,383,835.00</b>	<b>149,335.00</b>	
<b>TOTAL REVENUE - TOTAL EXPENSE</b>	<b>340,942.89</b>	<b>-</b>	<b>30,221.08</b>	<b>(30,221.08)</b>	<b>0%</b>	<b>392,456.00</b>	<b>392,456.00</b>	

**City of Corcoran  
2021 City Council Schedule**

**Agenda Item 13.**

**November 10, 2021 (Wednesday) – Charter Commission meeting at 5:30 pm**

**November 10, 2021 (Wednesday) Brad unable to attend**

- Public Hearing – Delinquent Fees
- City Park Master Plan Update
- Policy for Tabling Items
- Phone System Proposal
- Firearm ordinance update (shooting range, etc.)
- Garages Too Rezoning, Variance, Conditional Use Permit, Site Plan, Preliminary Plat
- Records scanning project
- Draft 2022 Fee Schedule

**November 22, 2021 Work Session (tentative)**

- Urban Conservation Ordinance

**November 22, 2021 (Monday)**

- Active Corcoran Planning Applications
- Financial Performance Report
- City Administrator Performance Evaluation Distribution
- Active Corcoran Planning Applications
- Bechtold Farm Preliminary Plat
- St. Therese Site Plan, Preliminary Plat, and Conditional Use Permit
- Non-conforming lot update
- Draft 2022 General Fund Budget
- Draft 2022 Sewer and Water Budgets

**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