

Corcoran City Council Agenda January 12, 2023 - 7:00 pm

- 1. Call to Order / Roll Call
- 2. Pledge of Allegiance
- 3. Agenda Approval
- 4. Commission Representatives*
- 5. Open Forum Public Comment Opportunity
- 6. Presentations/Recognitions
 - a. Oath of Office
 - b. Representative Kristin Robbins
- 7. Consent Agenda
 - a. 2022-12-08 Draft Council Work Session Minutes*
 - b. 2022-06-23 Draft Council Minutes*
 - c. Financial Claims*
 - d. Test Well #2 Pay Application #1*
- 8. Planning Business
 - a. Pioneer Trail Industrial Park Preliminary Plat*
 - b. Concept Plan Hope Community Project*
- 9. Unfinished Business Public Comment Opportunity
 - a. Water Supply Bid Award Update*
 - b. 2023 Goal Setting Session*

10. New Business - Public Comment Opportunity

- a. Annual Appointments*
- b. Commission Liasion Schedule*
- c. Legislative Priorities*
- d. Call for Work Sessions*
- e. Seasonal Worker Pay*
- 11. Staff Reports
- 12. 2023 City Council Schedule*
- 13. Adjournment

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: 867 4913 5978

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

Video Link and Instructions:

https://us02web.zoom.us/j/86749135978

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

Meeting ID: 867 4913 5978

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

For more information on options to provide

www.corcoranmn.gov

^{*}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.

Agenda Item: 4. **STAFF REPORT**

Council Meeting:	Prepared By:
January 12, 2022	Michelle Friedrich
Topic:	Action Required:
Commission Representatives	None – Informational

Summary:

The advisory commission representatives for the January 12, 2023, Council meeting are as follows:

- Planning Commission: Jon Horn
- Parks and Trails Commission: Sharon Meister

Financial/Budget: N/A

Council Action:

N/A

Attachments:

N/A

Agenda Item: 7a.



City Council Work Session Minutes December 8, 2022 – 5:30 pm

The Corcoran City Council met on December 8, 2022, in Corcoran, Minnesota. The City Council work session 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 Schultz, Councilor Bottema, Councilor Vehrenkamp, and Councilor Nichols were present.

City Administrator Beise, Finance Manager Ung, and Planner Davis-McKeown were present.

1. Call to Order / Roll Call

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

2. 2023 Fee Schedule

City Administrator Beise noted two fee analysis' were completed, and outlined the fee schedule changes as proposed by staff. City Administrator Beise outlined the recent proposed changes to park land dedication reviewed by the Planning Commission and the proposed fee. Council discussed the proposed changes and inquired about commercial land. City Administrator Beise reviewed policy topics related to building, and planning and zoning fees. Council discussed reviewing the fees and adjusting as needed. City Administrator Beise discussed recommended changes to water and sewer utility charges. Council discussed the changes and provided feedback on the SAC unit for a base fee. Staff noted a final version for 2023 would be presented at the December 22, 2022 meeting.

3. Unscheduled Items

No unscheduled business was heard.

4. Adjournment

MOTION: made by Vehernkamp, seconded by Bottema to adjourn. Voting Aye: McKee, Schultz, Bottema, Vehrenkamp, and Nichols (Motion carried 5:0)
Meeting adjourned at 6:25 pm.

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Jessica	Beise	– City	Aamini	strator

STAFF REPORT

Agenda	Item:	7b.
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Council Meeting:	Prepared By:	
January 12, 2023	Michelle Friedrich	
Topic:	Action Required:	
Draft Council Minutes – June 23, 2022	Informational	

Summary:

Draft Minutes of the June 23, 2022, Council will be provided separately to Councilmembers via email and will be placed in the City Hall Agenda Packet and on the website when available. The anticipated date is Tuesday, January 10, 2023.

Agenda Item 7c. Council Meeting Date: 1/12/2023 Prepared By: Maggie Ung

FINANCIAL CLAIMS

CHECK RANGE

FUND #500 ESCROW CLAIMS

Paid to Amount Project name

SEE THE REGISTER FOR #500 CLAIMS

Total \$0.00
Total Fund #500 =

(See attached Payments Detail)

ALL OTHER FINANCIAL CLAIMS

Check Register

(See attached Check Detail Registers)

Total Checks

Total of Auto Deductions

\$2,883,922.57

2,883,922.57

217,700.60

TOTAL EXPENDITURES FOR APPROVAL

\$3,101,623.17

Auto Deductions / Electronic Fund Transfer / Other Disbursements

		Auto Deuac		ic i una i i unisici / Otnei Disburscinents
Date	Paid to		Amount	Description
12/19/2022 MN [Dept of Revenue	\$	112.01	Fuel Tax
12/19/2022 State	e of MN - Empower	\$	5,257.34	Employee Deferred Comp/Healthcare Savings
12/19/2022 Optu	m Bank	\$	3,674.50	Employee HSA
12/19/2022 MN F	PERA	\$	20,984.90	Employee Pension
12/29/2022 ADP		\$	122,992.72	Net Payroll and Taxes
1/3/2023 Post	alia	\$	400.00	Postage
1/3/2023 Heal	th Partners	\$	31,508.46	Employee Health Insurance
1/4/2023 Optu	m Bank	\$	4,111.51	Employee HSA
1/4/2023 MN F	PERA	\$	23,081.08	Employee Pension
1/5/2023 State	e of MN - Empower	\$	5,578.08	Employee Deferred Comp/Healthcare Savings
Total		\$	217,700.60	

User: jpeterson
DB: Corcoran

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN EXP CHECK RUN DATES 12/23/2022 - 01/13/2023

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PAID	- (CHECK	TYPE:	PAPER	CHECK
CH	HEC	K REGI	STER	- COUNG	CIL

		Cnr	CK KEGISIEK - COUNCIL				
GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 33184							
100-41900-50430	11/04/22	HENNEPIN COUNTY TREASURER	CROP LAND 23-119-23-34-0001	52587	12/28/22	4,163.38	33184
			Total For Check 33184		_	4,163.38	
Check 33185						·	
100-41900-50430	11/04/22	HENNEPIN COUNTY TREASURER	CROP LAND 13-119-23-32-0001	52586	12/28/22	11,483.25	33185
			Total For Check 33185		_	11,483.25	
Check 33186							
100-43100-50210	12/20/22	ACME TOOLS	ALKALINE BATTERY	10769380	01/12/23	18.72	33186
100-43100-50210	12/20/22	ACME TOOLS	BLACK FRAME/BLADES/BAR OIL	10766449	01/12/23	355.28	33186
100-43100-50210	12/22/22	ACME TOOLS	BATTERY PACK	10777710	01/12/23	23.94	33186
100-43100-50210	12/27/22	ACME TOOLS	CUFF GLOVES	10788825	01/12/23	158.29	33186
100-43100-50210	12/31/22	ACME TOOLS	INVOICE CREDIT	CREDIT MEMO	01/12/23	(680.94)	33186
100-45200-50210	12/14/22	ACME TOOLS	HONDA 2200 WATT COMPANION	10746853	01/12/23	1,299.00	33186
100-45200-50210	12/15/22	ACME TOOLS	SAFETY GLASSES	10749254	01/12/23	47.88	33186
			Total For Check 33186		_	1,222.17	
Check 33187							
100-41900-50300	12/02/22	ADP, LLC	PAYROLL PERIOD #24	620533661	01/12/23	310.60	33187
100-41900-50300	12/16/22	ADP, LLC	PAYROLL PERIOD #25	621494357	01/12/23	328.12	33187
			Total For Check 33187		_	638.72	
Check 33188							
100-43100-50223	12/30/22	AMAZON CAPITAL SERVICES	GARAGE REMOTE	1V9T-L7NV-CGXT	01/12/23	382.32	33188
100-45100-50210	12/31/22	AMAZON CAPITAL SERVICES	BASEBALL SUPPLIES - BATS/HELMETS/B	19VP-KN6M-TKHY	01/12/23	2,803.65	33188
			Total For Check 33188		_	3,185.97	
Check 33189							
100-43100-50220	12/28/22	ASPEN EQUIPMENT COMPANY	WINDOW WASHER FLUID	1518997	01/12/23	184.00	33189
100-43100-50220	12/19/22	ASPEN EQUIPMENT COMPANY	CUTTING EDGE KIT	1518028	01/12/23	908.02	33189
100-43100-50220	12/20/22	ASPEN EQUIPMENT COMPANY	HEADLAMP CONTROL	1518528	01/12/23	260.02	33189
			Total For Check 33189		-	1,352.04	
Check 33190							
100-41900-50210	12/21/22	BEAUDRY OIL COMPANY	PROPANE	2208824	01/12/23	222.58	33190
100-41900-50212	12/12/22	BEAUDRY OIL COMPANY	UNLEADED	2207968	01/12/23	23.67	33190
100-41900-50212	12/20/22	BEAUDRY OIL COMPANY	UNLEADED	2214517	01/12/23	27.63	33190
100-42100-50212	12/12/22	BEAUDRY OIL COMPANY	UNLEADED	2207968	01/12/23	1,041.25	33190
100-42100-50212	12/20/22	BEAUDRY OIL COMPANY	UNLEADED	2214517	01/12/23	1,215.58	33190
100-43100-50212	12/12/22	BEAUDRY OIL COMPANY	ULS DYED FUEL	2207967	01/12/23	1,428.57	33190
100-43100-50212	12/12/22	BEAUDRY OIL COMPANY	UNLEADED	2207968	01/12/23	118.32	33190
100-43100-50212	12/20/22	BEAUDRY OIL COMPANY	ULS DYED FUEL	2214516	01/12/23	2,256.48	33190
100-43100-50212	12/20/22	BEAUDRY OIL COMPANY	UNLEADED	2214517	01/12/23	138.13	33190
	,,		Total For Check 33190		-	6,472.21	
Check 33191			Total for check 33130			0,472.21	
100-43100-50417	12/31/22	CLYDE BECHTOLD	2022 BOOT REIMBURSEMENT	12312022	01/12/23	230.00	33191
			Total For Check 33191		-	230.00	
Check 33192							
100-00000-21710	01/05/23	JESSICA BEISE	EXPENSE REIMBURSEMENT	12302022	01/12/23	2,491.36	33192
100-41320-50321	01/05/23	JESSICA BEISE	EXPENSE REIMBURSEMENT	12302022	01/12/23	550.00	33192
100-41320-50331	01/05/23	JESSICA BEISE	EXPENSE REIMBURSEMENT	12302022	01/12/23	184.99	33192
			Total For Check 33192		_	3,226.35	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN EXP CHECK RUN DATES 12/23/2022 - 01/13/2023

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PAID - CHECK TYPE: PAPER CHECK

CHECK REGISTER - COUNCIL

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 33193 100-43100-50210 100-43100-50220	12/15/22 12/28/22	BOYER FORD TRUCKS INC BOYER FORD TRUCKS INC	TANK BRUSH HUBCAP	003P30946 003P31641	01/12/23 01/12/23	444.12 546.94	33193 33193
			Total For Check 33193		_	991.06	
Check 33194 100-00000-22205	12/31/22	CARLSON MCCLAIN	22640 OAKDALE DR WCA ESCROW REFUND	9990	01/12/23	1,426.25	33194
			Total For Check 33194			1,426.25	
Check 33195 100-00000-22205	12/29/22	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3008	01/12/23	163.88	33195
100-00000-22205-056	12/29/22	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3008	01/12/23	249.38	33195
100-00000-22205-111	12/29/22	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3008	01/12/23	270.75	33195
100-00000-22205-111	12/29/22	· · · · · · · · · · · · · · · · · · ·			01/12/23		33195
	,	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3008		399.01	
100-00000-22205-128	12/29/22	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3008	01/12/23	142.50	33195
100-41600-50300	12/29/22	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3008	01/12/23	3,025.55	33195
100-42100-50304	12/29/22	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3008	01/12/23	3 , 738.79	33195
601-49400-50304	12/29/22	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	3008	01/12/23	78.38	33195
			Total For Check 33195			8,068.24	
Check 33196							
100-41900-50400	12/28/22	CINTAS - 470	CITY HALL MATS	4141667911	01/12/23	133.06	33196
100-41900-50400	12/14/22	CINTAS - 470	CITY HALL MATS	4140350675	01/12/23	133.06	33196
100-43100-50400	12/28/22	CINTAS - 470	CRT BLUE/CABINET	4141668088	01/12/23	87.81	33196
100-43100-50400	12/21/22	CINTAS - 470	TOWELS	4141056086	01/12/23	100.40	33196
100-43100-50400	12/21/22	CINTAS - 470	TOWELS/CRT CABINET	4141056132	01/12/23	132.52	33196
100-43100-50400	12/21/22	CINTAS - 470	MICROFIBER WIPE	4141056075	01/12/23	18.20	33196
100-43100-50400	12/14/22	CINTAS - 470	CRT BLUE	4140350637	01/12/23	87.81	33196
100-43100-50417	12/28/22	CINTAS - 470	UNIFORMS	4141668204	01/12/23	194.17	33196
						310.24	33196
100-43100-50417 100-43100-50417	12/21/22 12/14/22	CINTAS - 470 CINTAS - 470	UNIFORMS UNIFORMS	414056272 4140350778	01/12/23 01/12/23	194.17	33196
			Total For Check 33196		_	1,391.44	
G1 1- 22107			Total for oneon 33170			1,001.11	
Check 33197	12/20/22	CIEV OF CODCODAN	CIMY DIANNED MIME	DD00 0000	01/10/00	22 50	33197
100-00000-22205	12/20/22	CITY OF CORCORAN	CITY PLANNER TIME	BP22-0028	01/12/23	32.50	
100-00000-22205	12/20/22	CITY OF CORCORAN	CITY PLANNER TIME	BP22-0028.1	01/12/23	65.00	33197
100-00000-22205	12/20/22	CITY OF CORCORAN	CITY PLANNER TIME	BP22-0028.2	01/12/23	113.75	33197
100-00000-22205	12/20/22	CITY OF CORCORAN	CITY PLANNER TIME	BP22-0013	01/12/23	162.50	33197
100-00000-22206	12/20/22	CITY OF CORCORAN	CITY PLANNER TIME	BC022-0003	01/12/23	260.00	33197
100-00000-22206	12/20/22	CITY OF CORCORAN	CITY PLANNER TIME	BC022-0003.1	01/12/23	162.50	33197
100-45200-50382	12/31/22	CITY OF CORCORAN	WILDFLOWER PARK WATER BILL	UB 12-2022	01/12/23	35.43	33197
			Total For Check 33197			831.68	
Check 33198							
100-42100-50438	12/02/22	CITY OF SAINT PAUL	K9 DECOY COURSE	IN52121	01/12/23	400.00	33198
			Total For Check 33198			400.00	
Check 33200	10/10/00			1.000000	04 /40 /00		22222
100-43125-50210	12/13/22	COMPASS MINERALS	SALT	1093392	01/12/23	4,289.32	33200
			Total For Check 33200			4,289.32	
Check 33201							
100-41920-50210	12/20/22	COMPUTER INTEGRATION TECH	LENOVO THINKPAD	341257	01/12/23	3,711.00	33201
100-41920-50210	12/15/22	COMPUTER INTEGRATION TECH	AGREEMENT OFFICE 365	340221	01/12/23	1,622.00	33201
100-41920-50300	12/22/22	COMPUTER INTEGRATION TECH	IT SUPPORT SERVICES	341332	01/12/23	210.00	33201

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Check 33214

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN EXP CHECK RUN DATES 12/23/2022 - 01/13/2023 JOURNALIZED

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 33201 100-41920-50300 100-41920-50300	12/15/22 12/15/22	COMPUTER INTEGRATION TECH	AGREEMENT MANAGED BACKUP - SIRIS 4 AGREEMENT MANAGED SERVICES	340337 340644	01/12/23 01/12/23	885.00 4,410.00	33201 33201
			Total For Check 33201		_	10,838.00	
Check 33202 100-41900-50210	11/30/22	CULLIGAN BOTTLED WATER	OFFICE WATER	114X88943002	01/12/23	57.33	33202
			Total For Check 33202			57.33	
Check 33203 100-43100-50223	12/15/22	CUSTOM DOOR SALES INC	COMMERICAL PROTECTOR NEMA 4	0295514-IN	01/12/23	384.75	33203
			Total For Check 33203			384.75	
Check 33204 100-42100-50207	12/22/22	DAN WILCOX	TRAINING MILEAGE REIMBURSEMENT	122222	01/12/23	141.25	33204
			Total For Check 33204			141.25	
Check 33205 601-00000-16500 601-00000-20610	08/31/22 08/31/22	EH RENNER & SONS INC EH RENNER & SONS INC	CORCORAN TEST WELL #2 PAY REQUEST CORCORAN TEST WELL #2 PAY REQUEST	7287 7287	01/12/23 01/12/23	44,226.00 (2,211.30)	33205 33205
			Total For Check 33205		_	42,014.70	
Check 33206 408-48009-50530	12/16/22	ENEBAK CONSTRUCTION COMPANY	TRAIL HAVEN RD CULVERT REPAIR	10766	01/12/23	14,405.50	33206
			Total For Check 33206		_	14,405.50	
Check 33207 601-49400-50227	12/27/22	FERGUSON WATERWORKS #2518	WATER METERS - DOWNTOWN	0503943	01/12/23	278.88	33207
			Total For Check 33207			278.88	
Check 33208 100-00000-21710	12/22/22	MATT GOTTSCHALK	DEPENDENT CARE	12212022	01/12/23	576.93	33208
			Total For Check 33208			576.93	
Check 33209 100-43100-50417	12/31/22	GREGORY, ERIC	2022 BOOT REIMBURSEMENT	12312022	01/12/23	230.00	33209
			Total For Check 33209			230.00	
Check 33210 100-43100-50417	12/31/22	BRANDON HEINZ	2022 BOOT REIMBURSEMENT	12312022	01/12/23	230.00	33210
			Total For Check 33210			230.00	
Check 33211 100-00000-32210 100-00000-36200	12/19/22 12/19/22	HOME DEPOT USA, INC HOME DEPOT USA, INC	PERMIT 2022-0497 REFUND PERMIT 2022-0497 REFUND	2022-0497 2022-0497	01/12/23 01/12/23	91.00 (25.00)	33211 33211
			Total For Check 33211		_	66.00	
Check 33212 100-41900-50321	12/31/22	KATHY HUGHES	2022 CELL PHONE REIMBURSEMENT	12312022	01/12/23	50.00	33212
			Total For Check 33212		_	50.00	
Check 33213 100-43100-50417	12/31/22	KOTTKE, ROBBIE	2022 BOOT REIMBURSEMENT	12312022	01/12/23	230.00	33213
			Total For Check 33213		_	230.00	
-1 1 00044							

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN EXP CHECK RUN DATES 12/23/2022 - 01/13/2023

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GL Number Invoice Date Vendor Invoice Desc. Invoice Chk Date Amount Check Check 33214 100-00000-22205 12/13/22 LANDFORM PROFESSIONAL SERVIC CONTINENTAL CONCEPT PLAN 22-070 33899 01/12/23 1,810.00 33214 33214 100-00000-22205 12/31/22 LANDFORM PROFESSIONAL SERVIC HOPE CONCEPT PLAN P22-0049 33896 01/12/23 219.00 100-00000-22205 12/31/22 LANDFORM PROFESSIONAL SERVIC GMACH ZOA FOR ADU P22-071 33898 01/12/23 109.50 33214 01/12/23 33214 100-00000-22205 12/31/22 PITCH2PITCH PRE APP P22-0044 33900 146.00 LANDFORM PROFESSIONAL SERVIC 100-00000-22205 12/31/22 LANDFORM PROFESSIONAL SERVIC O'BRIEN SKETCH P22-049 33906 01/12/23 435.50 33214 33214 100-00000-22205 12/31/22 LANDFORM PROFESSIONAL SERVIC CORCORAN FARMS BP RZ PP PUD 22-044 33910 01/12/23 2,117.00 100-00000-22205 12/31/22 LANDFORM PROFESSIONAL SERVIC PIONEER TRAIL INDUSTRIAL PARK 22-0 33912 01/12/23 2,679.50 33214 100-00000-22205-011 12/12/22 LANDFORM PROFESSIONAL SERVIC BASS LAKE ESTATES FP & FINAL PUD 1 33874 01/12/23 199.50 33214 100-00000-22205-017 12/13/22 LANDFORM PROFESSIONAL SERVIC COOK LAKE PUD AMENDMENT 22-076 33895 01/12/23 144.50 33214 100-00000-22205-017 12/13/22 LANDFORM PROFESSIONAL SERVIC COOK LAKE HIGHLANDS FP & FPUD 21-0 33888 01/12/23 146.00 33214 100-00000-22205-030 12/13/22 LANDFORM PROFESSIONAL SERVIC FRANZEN FINAL PLAT 21-021 33891 01/12/23 157.50 33214 33214 100-00000-22205-044 12/13/22 LANDFORM PROFESSIONAL SERVIC KARINIEMI MEADOWS 22-059 33904 01/12/23 973.50 100-00000-22205-056 12/13/22 LANDFORM PROFESSIONAL SERVIC TAVERA 5TH FP/FPUD 22-068 33901 01/12/23 2,494.00 33214 100-00000-22205-056 12/13/22 33915 01/12/23 146.00 33214 LANDFORM PROFESSIONAL SERVIC TAVERA 4TH FPUD/FP 22-028 100-00000-22205-056 12/13/22 LANDFORM PROFESSIONAL SERVIC TAVERA FP AND FPUD 20-042 33883 01/12/23 73.00 33214 TAVERA 3RD ADDITION FP & FPUD 21-0 33889 100-00000-22205-056 12/13/22 LANDFORM PROFESSIONAL SERVIC 01/12/23 163.00 33214 100-00000-22205-058 12/13/22 LANDFORM PROFESSIONAL SERVIC RAVINIA 12TH FINAL PLAT/FINAL PUD 33881 01/12/23 163.00 33214 12/12/22 208.00 33214 100-00000-22205-058 LANDFORM PROFESSIONAL SERVIC RAVINIA 14TH FP & FPUD 19-022 33877 01/12/23 33214 100-00000-22205-058 12/12/22 LANDFORM PROFESSIONAL SERVIC RAVINIA 13TH FP & FINAL PUD 19-012 33879 01/12/23 208.00 33214 100-00000-22205-058 12/12/22 LANDFORM PROFESSIONAL SERVIC RAVINIA 11TH FP & FINAL PUD 19-005 01/12/23 163.00 12/12/22 01/12/23 185.50 33214 100-00000-22205-062 LANDFORM PROFESSIONAL SERVIC RAVINIA 7TH ADDITION FINAL PUD & F 33875 100-00000-22205-064 12/12/22 RAVINIA 9TH FP & FINAL PUD 17-042 01/12/23 185.50 33214 LANDFORM PROFESSIONAL SERVIC 33873 100-00000-22205-075 12/13/22 LANDFORM PROFESSIONAL SERVIC NAPA CUP AND SP 21-004 33892 01/12/23 272.50 33214 100-00000-22205-076 12/13/22 LANDFORM PROFESSIONAL SERVIC NELSON TRUCKING CUP, SP, VAR 20-02 33885 01/12/23 866.00 33214 100-00000-22205-087 12/13/22 LANDFORM PROFESSIONAL SERVIC BELLWETHER 9TH FP & FPUD CITY FILE 33916 01/12/23 36.50 33214 01/12/23 33214 100-00000-22205-087 12/13/22 LANDFORM PROFESSIONAL SERVIC BELLWETHER 2ND ADDITION FINAL PLAT 33882 635.50 100-00000-22205-087 12/13/22 LANDFORM PROFESSIONAL SERVIC BELLWETHER 5TH FP AND FINAL PUD 20 33884 01/12/23 126.50 33214 12/13/22 01/12/23 33214 100-00000-22205-087 LANDFORM PROFESSIONAL SERVIC BELLWETHER 4TH FP & FPUD 20-002 33886 118.00 33214 100-00000-22205-087 12/13/22 LANDFORM PROFESSIONAL SERVIC BELLWETHER 7TH FP & FPUD 21-060 33887 01/12/23 36.50 12/13/22 33214 100-00000-22205-087 LANDFORM PROFESSIONAL SERVIC AMBERLEY & BELLWETHER 6TH FP & FPU 33890 01/12/23 36.50 100-00000-22205-087 12/12/22 LANDFORM PROFESSIONAL SERVIC ENCORE FINAL PUD & FP 18-027 33876 01/12/23 427.00 33214 100-00000-22205-087 12/12/22 LANDFORM PROFESSIONAL SERVIC BELLWETHER 3RD FP 19-017 33878 01/12/23 455.50 33214 33214 100-00000-22205-087 12/13/22 LANDFORM PROFESSIONAL SERVIC BELLWETHER 8TH FP & FPUD 33919 01/12/23 36.50 33214 100-00000-22205-098 12/13/22 LANDFORM PROFESSIONAL SERVIC RUSH CREEK RESERVE 2ND FP & FPUD 2 33918 01/12/23 73.00 100-00000-22205-111 12/13/22 LANDFORM PROFESSIONAL SERVIC GARAGES TOO 22-015 33917 01/12/23 146.00 33214 12/13/22 33905 01/12/23 1,239.50 33214 100-00000-22205-117 LANDFORM PROFESSIONAL SERVIC ST THERESE SPA 22-053 100-00000-22205-128 12/31/22 LANDFORM PROFESSIONAL SERVIC WHE SUBSTATION FINAL PLAT 22-041 33911 01/12/23 73.00 33214 12/31/22 WALCOTT GLEN VACATION P22-0043 01/12/23 750.50 33214 100-00000-22205-132 LANDFORM PROFESSIONAL SERVIC 33897 100-00000-22205-132 12/31/22 LANDFORM PROFESSIONAL SERVIC WALCOTT GLEN FP/FPUD 22-036 33913 01/12/23 250.00 33214 100-41910-50300 12/13/22 PAULSEN DEVELOPMENT RIGHTS APPEAL 33902 01/12/23 595.50 33214 LANDFORM PROFESSIONAL SERVIC 100-41910-50300 12/13/22 LANDFORM PROFESSIONAL SERVIC PARK DEDICATION ORD AMEND 22-065 33903 01/12/23 325.50 33214 12/13/22 33908 01/12/23 73.00 33214 100-41910-50300 LANDFORM PROFESSIONAL SERVIC RENTAL ORDINANCE 22-046 12/13/22 33909 01/12/23 73.00 33214 100-41910-50300 LANDFORM PROFESSIONAL SERVIC PUD ZONING AMENDMENT 22-045 100-41910-50300 12/13/22 BUFFER YARD ORDINANCE AMENDMENT 22 33914 01/12/23 2,334.00 33214 LANDFORM PROFESSIONAL SERVIC 09/07/22 CITY BUSINESS OVERPAYMENT REFUND 01/12/23 33214 100-41910-50300 LANDFORM PROFESSIONAL SERVIC 33440.3 (100.00)100-41910-50300 11/07/22 BUFFER YARD ORDINANCE 33742 01/12/23 5,040.50 33214 LANDFORM PROFESSIONAL SERVIC 33214 100-41910-50300 11/16/22 LANDFORM PROFESSIONAL SERVIC NE DISTRICT ZOA 22-060 33805 01/12/23 262.00 100-41910-50300 12/13/22 LANDFORM PROFESSIONAL SERVIC CITY BUSINESS 33893 01/12/23 3,844.00 33214 33214 100-42401-50300 12/13/22 LANDFORM PROFESSIONAL SERVIC CODE ENFORCEMENT 33894 01/12/23 1,797.25 Total For Check 33214 32,950.25 Check 33215 33215 100-41900-50433 09/01/22 LEAGUE OF MINNESOTA CITIES 2023 LMC MEMBERSHIP DUES 366270 01/12/23 7,440.00

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GL Number Invoice Date Vendor Invoice Desc. Invoice Chk Date Amount Check Check 33215 Total For Check 33215 7,440.00 Check 33216 12/12/22 LED ROPE LIGHT INV3732976 01/12/23 33216 100-45100-50210 LIGHTBULBS.COM 728.00 Total For Check 33216 728.00 Check 33217 01/12/23 33217 100-43100-50212 12/13/22 LUBE-TECH & PARTNERS, LLC 10W30, 15W40 OIL 3087610 2,489.92 33217 100-43100-50212 12/06/22 DRUM DEPOSIT REFUND 3081462 01/12/23 (100.00)LUBE-TECH & PARTNERS, LLC 2,389.92 Total For Check 33217 Check 33218 601-00000-20800 06/30/22 CITY OF MAPLE GROVE 2ND OTR 2022 MAPLE GROVE WATER CON 06302022 01/12/23 99,960.00 33218 Total For Check 33218 99,960.00 Check 33219 01/12/23 33219 601-00000-20800 09/30/22 CITY OF MAPLE GROVE 3RD QTR 2022 MAPLE GROVE WATER CON 09302022 148,376.00 Total For Check 33219 148,376.00 Check 33220 33220 601-49400-50310 12/13/22 CITY OF MAPLE GROVE 2023 1ST HALF WATER SERVICE CONTRA 21532 01/12/23 19,702.00 19,702.00 Total For Check 33220 Check 33221 601-00000-20800 12/31/22 CITY OF MAPLE GROVE 4TH QTR 2022 MAPLE GROVE WATER CON 12302022 01/12/23 434,112.00 33221 Total For Check 33221 434,112.00 Check 33222 100-42100-50210 01/12/23 33222 12/08/22 TOY AND FOOD DRIVE TOTE 9080 219.42 MENARDS MAPLE GROVE 12/13/22 33222 100-43100-50200 MENARDS MAPLE GROVE STANDING MAT 9283 01/12/23 23.99 01/12/23 113.97 33222 100-43100-50210 12/13/22 9280 MENARDS MAPLE GROVE FLOOR TILE/CORD 100-43100-50210 12/12/22 9244 01/12/23 9.99 33222 MENARDS MAPLE GROVE KEYS 100-43100-50210 12/05/22 MENARDS MAPLE GROVE RIVET 8933 01/12/23 7.47 33222 100-45200-50210 12/13/22 9286 01/12/23 16.24 33222 MENARDS MAPLE GROVE ROPE LIGHT 100-45200-50210 12/08/22 MENARDS MAPLE GROVE CABLE TIES/TIMER 9079 01/12/23 60.01 33222 100-45200-50210 12/05/22 8929 01/12/23 178.99 33222 MENARDS MAPLE GROVE SUPPLIES-11PC WASHER/DRILLBIT/BATT 33222 202-42100-50210 08/02/22 MENARDS MAPLE GROVE NIGHT TO UNITE STORAGE TOTE 02845-R 01/12/23 (339.30)Total For Check 33222 290.78 Check 33223 33223 602-00000-20800 12/31/22 METROPOLITAN COUNCIL DECEMBER 2022 SAC CHARGES 11312022 01/12/23 265,895.00 602-00000-36200 12/31/22 METROPOLITAN COUNCIL DECEMBER 2022 SAC CHARGES 11312022 01/12/23 (2,658.95)33223 Total For Check 33223 263,236.05 Check 33224 100-43100-50212 12/14/22 MINNESOTA EOUIPMENT HYGARD P87561 01/12/23 1,564.70 33224 Total For Check 33224 1,564.70 Check 33225 33225 100-45100-50433 01/01/23 MN RECREATION/PARK ASSOC 2023 PARK/REC MEMBERSHIP DUES 2023 01/12/23 300.00 Total For Check 33225 300.00 Check 33226 33226 100-42100-50220 12/20/22 447364 01/12/23 34.78 NAPA AUTO PARTS - Corcoran SQUAD 571 FRONT BEAM 100-42100-50220 12/21/22 NAPA AUTO PARTS - Corcoran SOUAD 574 BOSCH EVOLUTION 447647 01/12/23 17.49 33226 12/23/22 448057 01/12/23 33226 100-43100-50210 NAPA AUTO PARTS - Corcoran OIL DRY 636.75

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CHECK REGISTER - COUNCIL GL Number Invoice Date Vendor Invoice Desc. Invoice Chk Date Amount Check Check 33226 100-43100-50210 12/30/22 NAPA AUTO PARTS - Corcoran EXACT FIT BLADE 449087 01/12/23 32.17 33226 33226 100-43100-50220 12/16/22 NAPA AUTO PARTS - Corcoran BATTERY 446763 01/12/23 5.46 100-43100-50220 12/28/22 NAPA AUTO PARTS - Corcoran BATTERY 448539 01/12/23 401.78 33226 01/12/23 99.54 33226 100-43100-50220 12/29/22 NAPA AUTO PARTS - Corcoran SUPPLIES 448923 100-43100-50220 12/29/22 NAPA AUTO PARTS - Corcoran HOSE FITTINGS 448925 01/12/23 257.79 33226 Total For Check 33226 1,485.76 Check 33227 01/12/23 33227 100-45200-50210 12/27/22 NORTHERN TOOL & EQUIPMENT POWERHORSE 212252 564.98 Total For Check 33227 564.98 Check 33228 12/07/22 CORCO14B 01-23 01/12/23 33228 601-49400-50300 NORTHLAND TRUST SERVICES CORCO14B BOND 217.80 33228 601-49400-50600 12/07/22 CORCO14B BOND CORCO14B 01-23 01/12/23 64,700.00 NORTHLAND TRUST SERVICES 01/12/23 16,004.50 33228 601-49400-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO14B BOND CORCO14B 01-23 33228 602-49450-50300 12/07/22 NORTHLAND TRUST SERVICES CORCO14B BOND CORCO14B 01-23 01/12/23 277.20 12/07/22 01/12/23 33228 602-49450-50600 NORTHLAND TRUST SERVICES CORCO14B BOND CORCO14B 01-23 80,300.00 602-49450-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO14B BOND CORCO14B 01-23 01/12/23 20,045.51 33228 181,545.01 Total For Check 33228 Check 33229 100-41900-50300 12/07/22 NORTHLAND TRUST SERVICES CORCO16A CORCO16A 01-23 01/12/23 495.00 33229 33229 01/12/23 309-47000-50600 12/07/22 NORTHLAND TRUST SERVICES CORCO16A CORCO16A 01-23 35,000.00 33229 309-47000-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO16A CORCO16A 01-23 01/12/23 1,400.00 01/12/23 33229 312-47000-50600 12/07/22 NORTHLAND TRUST SERVICES CORCO16A CORCO16A 01-23 235,000.00 312-47000-50610 33229 12/07/22 NORTHLAND TRUST SERVICES CORCO16A CORCO16A 01-23 01/12/23 15,640.00 287,535.00 Total For Check 33229 Check 33230 100-43100-50300 12/07/22 NORTHLAND TRUST SERVICES CORCO20B CORCO20B 01-23 01/12/23 495.00 33230 01/12/23 33230 311-43100-50600 12/07/22 CORCO20B CORCO20B 01-23 160,000.00 NORTHLAND TRUST SERVICES CORCO20B 25,945.00 33230 311-43100-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO20B 01-23 01/12/23 Total For Check 33230 186,440.00 Check 33231 309-47000-50600 12/07/22 NORTHLAND TRUST SERVICES CORCO20A CORCO20A 01-23 01/12/23 85,000.00 33231 33231 309-47000-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO20A CORCO20A 01-23 01/12/23 7,250.00 33231 601-49400-50600 12/07/22 NORTHLAND TRUST SERVICES CORCO20A CORCO20A 01-23 01/12/23 105,000.00 01/12/23 10,400.00 33231 601-49400-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO20A CORCO20A 01-23 Total For Check 33231 207,650.00 Check 33232 416-47000-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO22A CORCO22A 01-23 01/12/23 44,970.17 33232 Total For Check 33232 44,970.17 Check 33233 12/07/22 CORCO18A CORCO18A 01-202 01/12/23 33233 309-47000-50600 NORTHLAND TRUST SERVICES 65,000.00 CORCO18A 01-202 01/12/23 33233 6,225.00 309-47000-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO18A 313-47000-50600 12/07/22 CORCO18A CORCO18A 01-202 01/12/23 75,000.00 33233 NORTHLAND TRUST SERVICES CORCO18A 01-202 01/12/23 33233 313-47000-50610 12/07/22 NORTHLAND TRUST SERVICES CORCO18A 15,712.50 161,937.50 Total For Check 33233 Check 33234 100-43100-50220 12/14/22 NUSS TRUCK & EQUIPMENT WINDSHIELD WIPER MOTOR 4733047P 01/12/23 211.87 33234

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		CHEC	CK REGISTER - COUNCIL				
GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 33234			Total For Check 33234			211.87	
Check 33235			10041 101 0110011 00201			222.07	
100-41900-50200	12/09/22	ODP BUSINESS SOLUTIONS, LLC	SUPPORT MOUSE PAD	282034578001	01/12/23	11.89	33235
100-41900-50200	12/09/22	ODP BUSINESS SOLUTIONS, LLC	STANDING MAT	282048366001	01/12/23	46.17	33235
100-42100-50200	12/12/22	ODP BUSINESS SOLUTIONS, LLC	NAME PLATE	282048368001	01/12/23	14.99	33235
			Total For Check 33235		_	73.05	
Check 33236 602-49450-50300	01/01/23	OMNI SITE	2023 MONITORING	86569	01/12/23	580.00	33236
002-49430-30300	01/01/23	OMNI SIIE		00309	01/12/23		33230
Check 33237			Total For Check 33236			580.00	
100-43100-50417	12/31/22	PAT MEISTER	2022 BOOT REIMBURSEMENT	12312022	01/12/23	230.00	33237
			Total For Check 33237		_	230.00	
Check 33238 100-43100-50417	12/31/22	REINKING, MARK	2022 BOOT REIMBURSEMENT	12312022	01/12/23	230.00	33238
100 43100 30417	12/ 51/ 22	REINKING, PAKK		12312022	01/12/23		33230
Charl 22220			Total For Check 33238			230.00	
Check 33239 100-42200-50300	01/10/22	ROGERS FIRE DEPARTMENT	4TH QTR 2022 FIRE PROTECTION	0034424-4	01/12/23	42,741.84	33239
			Total For Check 33239		_	42,741.84	
Check 33240							
100-00000-22205	12/19/22	Scherber and Associates	ESCROW REFUND PROJECT 22-0046	BP22-0046	01/12/23	5,000.00	33240
100-00000-22205	12/19/22	Scherber and Associates	ESCROW REFUND PROJECT 22-0047	BP22-0047	01/12/23	2,200.00	33240
100-00000-22205	12/19/22	Scherber and Associates	ESCROW REFUND PROJECT 22-0048	BP22-0048	01/12/23	2,000.00	33240
100-00000-34103	01/03/23	Scherber and Associates	REZONING FEE REFUND PZCAM-0002	00005952	01/12/23	575.00	33240
100-00000-34103	01/03/23	Scherber and Associates	COMP PLAN AMEND FEE REFUND 22-0073	00005951	01/12/23	1,000.00	33240
100-00000-34103	01/03/23	Scherber and Associates	PRELIM PLAT FEE REFUND	00005950	01/12/23	685.00	33240
			Total For Check 33240		-	11,460.00	
Check 33241							
100-42100-50207	12/12/22	SIONICS WEAPON SYSTEMS	PATROL RIFLE	121222	01/12/23	1,000.00	33241
100-42100-50417	12/12/22	SIONICS WEAPON SYSTEMS	PATROL RIFLE	121222	01/12/23	929.90	33241
			Total For Check 33241			1,929.90	
Check 33242 100-43100-50321	12/18/22	SPRINT	CELL SERVICE 11/15/22-12/14/22	391283315-253	01/12/23	320.01	33242
100 43100 30321	12/10/22	SININI		371203313 233	01/12/23		332 12
Check 33243			Total For Check 33242			320.01	
100-00000-22205	12/21/22	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2023318	01/12/23	414.00	33243
100-00000-22205	12/19/22	STANTEC CONSULTING SERVICES	STIEG ROAD IMPROVEMENTS	2021848	01/12/23	16,326.00	33243
100-00000-22205	12/19/22	STANTEC CONSULTING SERVICES	CORCORAN FARMS BUSINESS PARK	2021858	01/12/23	1,207.50	33243
100-00000-22205	12/19/22	STANTEC CONSULTING SERVICES	O'BRIEN DEVELOPMENT FEASIBILITY ST		01/12/23	6,511.00	33243
100-00000-22205-010	12/21/22	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2023318	01/12/23	141.00	33243
100-00000-22205-010	12/21/22	STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2023318	01/12/23	1,244.38	33243
100-00000-22205-017	12/21/22	STANTEC CONSULTING SERVICES	COOK LAKE	2023318	01/12/23	16,270.42	33243
100-00000-22205-017	12/19/22	STANTEC CONSULTING SERVICES STANTEC CONSULTING SERVICES	ESCROW PROJECTS	2023318	01/12/23	1,168.50	33243
100-00000-22205-024	12/21/22	STANTEC CONSULTING SERVICES STANTEC CONSULTING SERVICES	ESCROW PROJECTS ESCROW PROJECTS	2023318	01/12/23	1,136.50	33243
						13,938.38	33243
100-00000-22205-055	12/19/22	STANTEC CONSULTING SERVICES	LENNAR DEVELOPMENT	2021853	01/12/23 01/12/23	13,938.38	33243
100-00000-22205-056	12/19/22	STANTEC CONSULTING SERVICES	TAVERA_LENNAR	2021844	01/12/23	19,416.74	33243

2023318

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STANTEC CONSULTING SERVICES ESCROW PROJECTS

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GL Number Invoice Date Vendor Invoice Desc. Invoice Chk Date Amount Check Check 33243 100-00000-22205-076 12/19/22 STANTEC CONSULTING SERVICES NELSON TRUCKING 2021872 01/12/23 512.13 33243 33243 100-00000-22205-087 12/19/22 STANTEC CONSULTING SERVICES AMBERLY 1,2/BELLWETHER 6, 7, 9 2021854 01/12/23 8,790.64 100-00000-22205-098 12/19/22 STANTEC CONSULTING SERVICES RUSH CREEK RESERVE 2021855 01/12/23 6,455.00 33243 01/12/23 33243 100-00000-22205-111 12/21/22 2023318 4,161.50 STANTEC CONSULTING SERVICES ESCROW PROJECTS 100-00000-22205-117 12/19/22 STANTEC CONSULTING SERVICES ST THERESE DEVELOPMENT REVIEW 2021870 01/12/23 1,835.00 33243 33243 12/19/22 STANTEC CONSULTING SERVICES 2021856 01/12/23 5,389.88 100-00000-22205-129 PULTE WALCOTT GLENN 100-00000-22205-130 12/19/22 STANTEC CONSULTING SERVICES RUSH CREEK RESERVE TURN LANES 2021862 01/12/23 893.75 33243 100-00000-22205-130 12/19/22 STANTEC CONSULTING SERVICES RUSH CREEK/ST THERESE OFFSITE UTIL 2021860 01/12/23 7,434.75 33243 100-00000-22205-132 12/19/22 STANTEC CONSULTING SERVICES PULTE DEVELOPMENT INFRASTRUCTURE E 2021845 01/12/23 28,235.41 33243 100-42400-50303 12/21/22 STANTEC CONSULTING SERVICES NEW CONSTRUCTION INSPECTION 2023316 01/12/23 5,501.50 33243 100-43170-50300 12/19/22 STANTEC CONSULTING SERVICES TRANSPORTATION 2021859 01/12/23 3,924.50 33243 33243 100-43170-50300 12/19/22 STANTEC CONSULTING SERVICES STORMWATER 2021868 01/12/23 918.00 100-43170-50300 12/21/22 STANTEC CONSULTING SERVICES GENERAL ENGINEERING SERVICES 2023323 01/12/23 3,093.50 33243 12/19/22 2021873 01/12/23 207.00 33243 100-43170-50300 STANTEC CONSULTING SERVICES STORMWATER AREA FEE ASSISTANCE 100-45200-50300 12/21/22 STANTEC CONSULTING SERVICES GENERAL ENGINEERING SERVICES 2023323 01/12/23 324.50 33243 STANTEC CONSULTING SERVICES 66TH STREET DESIGN AND CONSTRUCTIO 2021857 408-48005-50300 12/19/22 01/12/23 4,305.14 33243 408-48007-50300 12/20/22 STANTEC CONSULTING SERVICES CORCORAN TRAILS IMPROVEMENTS 2023308 01/12/23 118.00 33243 33243 408-48009-50303 12/20/22 STANTEC CONSULTING SERVICES BRIDGE REPLACEMENT DESIGN-CITY OF 2023310 01/12/23 12,731.75 33243 408-48010-50300 12/19/22 STANTEC CONSULTING SERVICES CITY CENTER DR & 79TH PLACE 2021864 01/12/23 3,118.00 33243 601-49400-50300 12/20/22 STANTEC CONSULTING SERVICES WATER SUPPLY, TREATMENT, & STORAGE 2022988 01/12/23 240,659.99 12/19/22 01/12/23 33243 601-49400-50300 STANTEC CONSULTING SERVICES NE CORCORAN WATER TOWER 2021846 43,018.46 12/19/22 01/12/23 1,302.50 33243 601-49400-50303 STANTEC CONSULTING SERVICES TEST WELL #2 2021861 601-49400-50303 12/21/22 STANTEC CONSULTING SERVICES NEW CONSTRUCTION INSPECTION 2023316 01/12/23 1,161.50 33243 602-49450-50303 NEW CONSTRUCTION INSPECTION 01/12/23 1,161.50 33243 12/21/22 STANTEC CONSULTING SERVICES 2023316 463,578.70 Total For Check 33243 Check 33244 100-42100-50417 12/23/22 STREICHER'S POLICE EQUIPMENT NEW HIRE UNIFORM A. BURNS I1607501 01/12/23 819.85 33244 NEW HIRE UNIFORM - A. BURNS 01/12/23 33244 100-42100-50417 12/23/22 I1607520 11.99 STREICHER'S POLICE EQUIPMENT Total For Check 33244 831.84 Check 33245 100-43100-50210 12/08/22 SURPLUS SERVICES TOOLS, PARKA, PONCHO 00013978 01/12/23 55.00 33245 33245 100-43100-50417 12/08/22 SURPLUS SERVICES TOOLS, PARKA, PONCHO 00013978 01/12/23 13.00 602-49450-50200 12/08/22 SURPLUS SERVICES OFFICE SUPPLIES 20040738 01/12/23 15.00 33245 Total For Check 33245 83.00 Check 33246 100-43100-50210 12/15/22 TERMINAL SUPPLY CO CABLE TIES/GLOVES/LAMP 95655-00 01/12/23 1,685.40 33246 458.96 33246 100-43100-50220 12/14/22 TERMINAL SUPPLY CO LED WORK LIGHTS 95429-00 01/12/23 Total For Check 33246 2,144.36 Check 33247 TIM SPELLACY 33247 100-00000-21710 12/21/22 2022 FSA REIMBURSEMENT 12212022 01/12/23 350.00 350.00 Total For Check 33247 Check 33248 33248 100-43100-50220 12/15/22 TOWMASTER WING BLADE 292652 01/12/23 1,544.00 148,896.00 33248 416-43100-50550 12/27/22 TOWMASTER TRUCK CHASSIS/PLOW WING/SANDER/SCR 455738 01/12/23 Total For Check 33248 150,440.00 Check 33249 100-41900-50401 12/29/22 ULTIMATE CLEANERS LLC CITY HALL & PD CLEANING 22122900 01/12/23 780.00 33249 Total For Check 33249 780.00

User: jpeterson
DB: Corcoran

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN EXP CHECK RUN DATES 12/23/2022 - 01/13/2023 JOURNALIZED

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CHECK REGISTER - COUNCIL

Page: 9/10

610.72

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 33250							
100-00000-15500	12/22/22	CREDIT CARD PURCHASES	TREE GIVEAWAY	147656	01/12/23	230.06	33250
100-41900-50210	12/20/22	CREDIT CARD PURCHASES	EMPLOYEE RECOGNITION	12202022	01/12/23	43.26	33250
100-41900-50210	12/21/22	CREDIT CARD PURCHASES	WATER	003336	01/12/23	10.46	33250
100-41900-50210	12/21/22	CREDIT CARD PURCHASES	EMPLOYEE RECOGNITION	12-21-2022	01/12/23	673.45	33250
100-41900-50322	12/09/22	CREDIT CARD PURCHASES	POSTAGE	206	01/12/23	27.60	33250
100-41900-50322	12/09/22	CREDIT CARD PURCHASES	UB POSTAGE	334	01/12/23	60.00	33250
100-42100-50200	12/21/22	CREDIT CARD PURCHASES	EOC SUPPLIES	12212022	01/12/23	45.16	33250
100-42100-50207	12/14/22	HY-VEE	WATER/COOKIES FOR MEETING	12142022	01/12/23	16.97	33250
100-42100-50300	12/20/22	HUMANITY LLC	SHIFT PLANNING 12/20/22-01/19/23	INV00236457	01/12/23	80.00	33250
100-42151-50210	12/16/22	CREDIT CARD PURCHASES	COMMAND BOARD SGT SQUAD	10133	01/12/23	233.84	33250
100-43100-50207	12/19/22	CREDIT CARD PURCHASES	SAFETY TRAINING - BREAKFAST	21334	01/12/23	44.90	33250
100-43100-50417	12/28/22	CREDIT CARD PURCHASES	BOOTS - KOLLES	182219	01/12/23	247.98	33250
601-49400-50207	12/28/22	MINNESOTA RURAL WATER ASSOC	TECH CONFERENCE REGISTRATION - KOT		01/12/23	265.00	33250
601-49400-50207	12/28/22	MINNESOTA RURAL WATER ASSOC	TECH CONFERENCE REGISTRATION	46933031	01/12/23	265.00	33250
601-49400-50210	12/12/22	CREDIT CARD PURCHASES	HYDRANT GATE VALVE	SHW202271175	01/12/23	457.70	33250
			Total For Check 33250			2,701.38	
Check 33251 100-41920-50210	12/19/22	IIC DANUCODD EQUIDMENT ETNANC	COPIER LEASE	489764670	01/12/23	424.46	33251
100-41920-30210	12/19/22	US BANKCORP EQUIPMENT FINANC		409/040/0	01/12/23		33231
			Total For Check 33251			424.46	
Check 33253							
100-42100-50403	11/28/22	WESTSIDE WHOLESALE TIRE	SQUAD 574 TIRE DISPOSAL FEE	917797.2	01/12/23	20.00	33253
100-42100-50403	11/28/22	WESTSIDE WHOLESALE TIRE	SQUAD 570 TIRE DISPOSAL FEE	917799.2	01/12/23	20.00	33253
			Total For Check 33253			40.00	
Check 33254							
601-49400-50380	12/20/22	WRIGHT-HENNEPIN COOP ELECT	UTILITY SERVICES	35030127877	01/12/23	19.90	33254
			Total For Check 33254			19.90	
Check 33255	10/05/00	WORL ENERGY	OMPOREM A TOURG	006004671	01 /10 /02	24.00	22255
100-43100-50381	12/05/22	XCEL ENERGY	STREET LIGHTS	806984671	01/12/23	34.92	33255
			Total For Check 33255			34.92	
Check 33256 100-43100-50381	12/05/22	XCEL ENERGY	STREET LIGHTS	806926786	01/12/23	164.55	33256
			T		· -	164.55	
			Total For Check 33256			164.55	
Check 33257 100-43100-50381	12/22/22	XCEL ENERGY	PW BUILDING ELECTRICITY	809283128	01/12/23	1,307.21	33257
100 40100-00001	14/44/44	VODE BUDIGE		007203120	U1/12/23	•	33231
Charle 22250			Total For Check 33257			1,307.21	
Check 33258 100-41900-50210	12/15/22	ZEP SALES & SERVICE	SUPPLIES	9008103061	01/12/23	581.32	33258
	//			1110100001			
			Total For Check 33258			581.32	
Check 33259	0.0/0.4/0.5				00 /00 /00		
100-43100-50220	12/14/22	ZIEGLER INC	FILTERS/GASKET	IN000808944	01/12/23	610.72	33259
			- : 3				

Total For Check 33259

01/06/2023 01:09 PM User: jpeterson

DB: Corcoran

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CORCORAN EXP CHECK RUN DATES 12/23/2022 - 01/13/2023

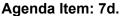
Page: 10/10

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CHECK REGISTER - COUNCIL

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check
		Fund '	Fotals:			
			Fund 100 GENERAL FUND			334,935.24
			Fund 202 POLICE DONATION F	UND		(339.30)
			Fund 309 D/S-EQUIPMENT CER	RTS		199,875.00
			Fund 311 2012B PUBLIC WORK	S BOND D/S		185,945.00
			Fund 312 2016A DOWNTOWN IM	IPROVEMENT		250,640.00
			Fund 313 ROCKFORD SCHOOL I	AND 2018A		90,712.50
			Fund 408 PAVEMENT MANAGEME	INT		34,678.39
			Fund 416 CAPITAL-EQUIPMENT	CERTS		193,866.17
			Fund 601 WATER		1,	227,994.31
			Fund 602 SEWER			365,615.26
			Total For All Funds:	_	2,	883,922.57





Memo

To: Kevin Mattson, Public Works Director From: Kent Torve, PE, City Engineer

File: 227704919 Date: September 8, 2022

Reference: Corcoran Test Well #2 – Pay Application #1

BACKGROUND

E.H. Renner & Sons (Renner) began work for the construction of Test Well #2 in August 2022. Renner has submitted Pay Application #1 for the work completed to date in the amount of \$42,014.70. Attached is the payment request form. The requested payment has withheld 5% in retainage of the work completed to date.

Renner has completed mobilization, drilling, casing, and grouting, water quality sampling, and gamma logging and televising. Due to unexpected geology, test pumping of the well is not possible. In the future this test well will need to be sealed, which may fall under this contract by change order; or could be deferred and paid for under a separate contract associated with the future production well.

BUDGET IMPACT

The work completed below is within the previously approved budget for the project.

RECOMMENDATION

We recommend payment for the work completed to date in the amount of \$42,014.70.

ATTACHMENTS

Payment Application #1

E.H. Renner & Sons

15688 Jarvis St NW Elk River, MN 55330 Phone (763) 427-6100 www.ehrenner.com

INVOICE



Invoice Number:

7287

Date

8/31/2022

Terms:

CITY OF CORCORAN

8200 COUNTY ROAD 116 CORCORAN, MN 55340

Service Location

Address:

P.I.D. # 0111923340069

City:

CORCORAN

Job/Well # TEST WELL 2 U#856401

Purchase Order

Page 1 of 2

TEST WELL #2 PAY REQUEST #1

TOTAL WORK COMPLETED \$44,226.00

LESS RETAINAGE TOTAL AMOUNT DUE

\$ 2,211.30 -\$42,014.70

Taxable Total

\$0.00

If paying by CHECK: -

\$44,226.00

Thank you for the opportunity to work for you.

\$42,014.70

CITY OF CORCORAN TEST WELL NO 2

FIRST PAY REQUEST

31-Aug-22

	EST#		ACT # OF	TOTAL # OF			TOTAL COMPLETED	TOTAL WORK		
DESCRIPTION	UNITS	UNITS	UNITS	PERIOD	UN	IT PRICE	PERIOD	COMPLETED	TOTAL BID	DEVIATION
Mobilization/Demob (incl. health & safety,	1	L.S.			\$	6,150.00				
utility clearances, permits, etc.)			0.50	0.50			\$3,075.00	\$3,075.00	\$6,150.00	-\$3,075.00
Well Drilling - 10" Borehole	300	L.F.	291.00	291.00	\$	22.00	\$6,402.00	\$6,402.00	\$6,600.00	-\$198.00
6" Steel Casing	300	L.F.	294.00	294.00	\$	51.00	\$14,994.00	\$14,994.00	\$15,300.00	-\$306.00
Grout Seal	5	CYD	9.00	9.00	\$	490.00	\$4,410.00	\$4,410.00	\$2,450.00	\$1,960.00
Well Drilling - 6" Open Borehole	150	L.F.	245.00	245.00	\$	19.00	\$4,655.00	\$4,655.00	\$2,850.00	\$1,805.00
Well Development	32	HR.	0.00	0.00	\$	300.00	\$0.00	\$0.00	\$9,600.00	-\$9,600.00
Surface Accessories (Potective Casing,	1	L.S.			\$	490.00				
Bollards, Locking Cap)			0.00	0.00			\$0.00	\$0.00	\$490.00	-\$490.00
Test Pump Set-Up & Removal, incl. Power	1	L.S.			\$	1,500.00				
Supply, Piping, & Related Equipment			1.00	1.00			\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
Test Pumping (pump operation period)	30	HR.	12.00	12.00	\$	195.00	\$2,340.00	\$2,340.00	\$5,850.00	-\$3,510.00
Drawdown Monitoring	30	HR.	0.00	0.00	\$	15.00	\$0.00	\$0.00	\$450.00	-\$450.00
Recovery Monitoring	24	HR.	0.00	0.00	\$	15.00	\$0.00	\$0.00	\$360.00	-\$360.00
Water Analyses (all analytes, per well)	1	L.S.	1.00	1.00	\$	1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$0.00
Gamma Logging & Report	1	L.S.	2.00	2.00	\$	1,800.00	\$3,600.00	\$3,600.00	\$1,800.00	\$1,800.00
Well Televising	1	L.S.	1.00	1.00	\$	1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00
									\$56,650.00	
WORK COMPLETED PERIOD							\$ 44,226.00			-\$12,424.00
TOTAL WORK COMPLETED TO DATE								\$ 44,226.00		

LESS 5% RETAINAGE	\$ (2,211.30)	\$ (2,211.30)
AMOUNT DUE PERIOD	\$ 42,014.70	\$ 42,014.70

PAY REQUEST NO 1

STAFF REPORT

City Council Meeting: January 12, 2023	Prepared By: Nicholas Ouellette through Kendra Lindahl, AICP
Topic: Rezoning, Preliminary Planned Unit Development (PUD) Plan and Preliminary Plat for "Pioneer Trail Industrial Park" (PIDs 32-119-23-34-0013, 32-119-23-34-0007, 32-119-23-43-0005 and 32-119-23-43-0006) (City file no. 22-039)	Action Required: Approval

Review Deadline: March 1, 2023

1. Request

The applicant, Joseph Radach of Contour Development LLC, has submitted a request for review of a rezoning to planned unit development (PUD), preliminary PUD plan and preliminary plat to develop a fivelot industrial park.

Key application materials are attached as part of this packet; however, due to size limitations not every item is included. The complete application is available at city hall.



Agenda Item: 8a.

Figure A: Site Location

2. Planning Commission Review

The Planning Commission held a public hearing to review this item on December 1, 2022. The applicant and several members of the public were present to speak on this item. Members of the public expressed concern that the project may have a negative impact on neighboring properties with respect to noise, lighting, screening and traffic. The Planning Commission noted a preference for native grass landscaping to be used in open spaces rather than turf grass or shrubs. The Commissioners discussed that native grass landscaping would be considered one of the PUD benefits in exchange for the requested flexibility but not to reduce the required number of trees.

Staff believes the intent of the Planning Commission was to note that landscaping on the site is unlikely to satisfy screening measures for residential properties along Wagon Wheel Lane and required trees should be located to screen the Wagon Wheel Lane properties. Additional off- or on-site landscaping and/or fencing will be necessary to

meet the screening requirements and we have included this as condition #11.d(x) of Resolution 2022-03.

The Planning Commission voted 3-1 (Shoulak nay) to approve the rezoning ordinance and findings of fact.

The Planning Commission voted 2-2 (Shoulak and Horn nay) to approve the preliminary PUD with additional conditions to provide native landscaping in open spaces where feasible and provide further details on screening residential lots north of Kimberly Lane; this motion failed.

There was discussion about the fact that if the gas station is approved, the developer would be required to pay for the new traffic signal at Highway 55 and Pioneer Trail, but without the gas station, the warrants would not be met and signal would be installed.

On a second vote, the Planning Commission voted 3-1 (Horn nay) to approve the preliminary PUD plan with additional conditions to provide native landscaping in open spaces where feasible, require further details on screening residential lots north of Kimberly Lane and deny the requested gas station/convenience store use.

The Planning Commission voted 3-1 (Shoulak nay) to recommend approval of the request for preliminary plat.

3. Developer Open House

The developer held an open house with residents on January 5, 2023 at City Hall to discuss their concerns for the project and potential mitigation strategies. The meeting was attended by 10 residents and two City Council members. The residents expressed their concern for the proposed 24/7 gas station/convenience store use on Lot 1, Block 1 and its potential impact on traffic, noise, fumes, security and lighting. Residents stated their opinion that a stoplight at the intersection of Pioneer Trail and Highway 55 is not enough of a benefit to justify the gas station/convenience store use and they would prefer to keep the intersection as-is than allow a gas station/convenience store use.

Another main concern from residents is the proximity of Kimberly Lane south property line of Wagon Wheel Lane properties. The developer offered to provide an allowance for property owners to install trees for desired screening on their own lots.

There was also discussion regarding the Pella hours of operation, building height, lighting, impacts to cellular internet reception, storage unit business operations and corridors for future municipal sewer and water. While no improvements to Highway 55 are planned, residents also discussed how the development would be impacted if Highway 55 was improved to four-lanes and direct access from Pioneer Trail was eliminated.

City staff met with MNDOT staff on January 4th to discuss this project and the process to install the signal. There was no discussion of closing this intersection, but staff will follow up with MNDOT and provide a verbal update at the Council meeting.

4. Background

The City of Corcoran completed an AUAR for Southwest Corcoran in 2005. The AUAR included this site, but the AUAR was not updated as required and has since expired.

On August 24, 2006, Council approved a preliminary plat, preliminary PUD development plan, rezoning and comprehensive plan amendment to allow development of approximately 545,000 square feet of industrial and commercial space on this approximately 55-acre site. This approval included construction of a traffic signal at

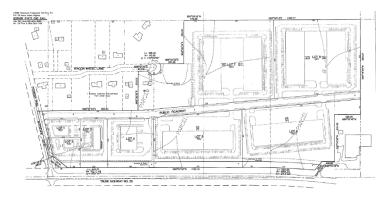


Figure B: Approved 2005 Plan

Pioneer Trail and Highway 55 and included the extension of municipal sanitary sewer and water from the City of Medina.

On April 12, 2007, Council approved a final plat and final PUD development plan for "Corcoran Business Park". The project did not proceed and all approvals have expired.

On November 22, 2021, Council reviewed a concept plan to develop a five-lot business park and indicated support for the project.

The project at that time was intended to be developed consistent with the existing Light Industrial (I-1) zoning and would have required a variance to develop in advance of municipal water and sanitary sewer.

On February 24, 2022, Council reviewed a PUD sketch plan to develop a five-lot business park and indicated support for the project. The current plan is consistent with the concept proposed at this meeting.

The City completed an environmental assessment worksheet (EAW) for the project. On May 26, 2022, Council issued a finding of "no need" for an environmental impact statement (EIS) based on the review of the EAW dated March 24, 2022.

5. Context

Zoning and Land Use

The 56.86-acre site is guided Light Industrial in the Comprehensive Plan. Three parcels are zoned I-1 district and the northwest parcel is zoned Urban Reserve (UR) district. The land is vacant and the current use is agricultural.



Figure C: Zoning Map

The site is located in the Metropolitan Urban Service Area (MUSA) and is part of the Future Study Area for sanitary sewer identified in the Comprehensive Plan.

Surrounding Properties

The site is bordered by Highway 55 and the City of Medina to the south. Adjacent properties located to the north, northeast and northwest of the site are guided Existing Residential and Low Density Residential. Properties to the east and west are guided Light Industrial.

Natural Characteristics of the Site

There are no natural resources identified on the site in the Natural Resource Inventory Areas (NRI) map. However, there are four wetlands on the site as identified by the wetland delineation report from January 6, 2020.

6. Analysis

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

A. Level of City Discretion in Decision-Making

The City has a relatively high level of discretion in approving or denying a rezoning application. The proposed zoning for a property must be consistent with the City's Comprehensive Plan. If the proposed zoning is not consistent with the Comprehensive Plan, the City must deny the rezoning application. The Zoning Ordinance and Map are the enforcement tools used to implement the goals and standards set in the Comprehensive Plan.

The City has a relatively high level of discretion in approving a PUD. A PUD must be consistent with the City's Comprehensive Plan. The City may impose reasonable requirements in a PUD not otherwise required if the City deems it necessary to promote the general health, safety and welfare of the community and surrounding area.

The City's discretion in approving a preliminary plat is limited to whether the proposed plat meets the standards outlined in the City's Subdivision and Zoning Ordinance and conditions of the preliminary plat approval. If it meets these standards, the City must approve the plat.

B. Consistency with Ordinance Standards

Rezoning to PUD District

The Zoning Ordinance has established a PUD zoning district with the purpose of promoting a creative and efficient use of land by providing design flexibility in the

development of residential neighborhoods and/or nonresidential areas that would not be possible under a conventional zoning district.

The intent of the district is to:

- A. Provide for the establishment of PUD districts in appropriate settings and situations to create or maintain a development pattern that is consistent with the City's Comprehensive Plan.
- B. Allow for the mixing of land uses within a development when such mixing of land uses could not otherwise be accomplished under the existing zoning and subdivision regulations.
- C. Provide for variations to the strict application of the land use regulations to improve site design and operation, while at the same time incorporating design elements, e.g. construction materials, landscaping, lighting, etc., that exceed the City's standards to offset the effect of any variations.
- D. Promote more creative and efficient approach to land use within the City, while at the same time protecting and promoting the health, safety, comfort, aesthetics, economic viability, and general welfare of the City.
- E. Preserve and enhance natural features and open spaces.
- F. Maintain or improve the efficiency of public streets and utilities.
- G. Ensure appropriate transitions between differing land uses.

The applicant is requesting flexibility to allow:

- Development in advance of City services (water and sanitary sewer) being available to serve the project.
- Reduced parking setback of 70 feet from Highway 55 where 100 feet is required.
- Reduced parking setback of 18 feet from Kimberly Lane where 50 feet is required for Lots 1, 2 and 3, Block 1 and Lots 1 and 2, Block 2.
- Reduced parking and building setback of 36 feet from Kimberly Lane for the lots north of Kimberly Lane.
- Wall signage on the north and south façade of buildings for Lots 1, 2 and 3, Block 1 where only one wall sign is allowed at the primary entrance of each tenant space, not to exceed 10% of the primary building face. The 10% wall sign area would be split between the north and south elevations.
- Two additional wall signs on the gas pump canopy and one additional freestanding sign for Lot 1, Block 1.
- Reduced parking and building setback of 36 feet from Kimberly Lane for the lots north of Kimberly Lane.

- Insulated metal panels as a primary building façade for Lots 1 and 2, Block 2 north of Kimberly Lane.
- Landscape tree requirement to be applied across the whole site.
- Reduced number of landscape shrubs for Lots 1 and 2, Block 2 north of Kimberly Lane
- Impervious area to be calculated on a project-wide basis not to exceed 80%. This will allow some lots as much 80% impervious area.
- Creation of an outlot without frontage (Outlot A for the City well site).

In exchange for this flexibility, the applicant has stated they will:

- Bring commercial tax base and jobs to Corcoran ahead of city services.
- Deed an outlot to the City for a future well site.
- Provide utility corridors to install future city services.
- Provide an additional 24 feet of right-of-way (80 feet total) where a 66-foot right-of-way is required.

There is no PUD benefit for the 80-foot right-of-way and utility corridors (the last two bullets above) which are required by the City Engineer for any project whether or not a PUD is requested. Staff consider the PUD benefits provided by this development to be the outlot for a future City well and commercial tax generation in advance of city service being available to the site. The PUD flexibility and detailed development plan are discussed in the PUD Plan section of this report.

Although not noted by the development, staff would consider the traffic signal at Pioneer and Highway 55 to be a benefit because if the gas station goes in, the developer would be required to pay for the full intersection. This is a PUD benefit because if it were a public project, the cost of the intersection improvement would be a public cost or a cost to all benefitting properties rather than simply this developer. The developer would not be required to pay for the signal if the gas station is not part of the project.

The City must review this request for compliance with the PUD standards as follows:

- 1. The planned development is not in conflict with the Comprehensive Plan.
 - The planned unit development is not in conflict with the Comprehensive Plan. The proposed development is guided for industrial development as proposed. The plan develops the site in advance of municipal services being able to service the area; however, utility corridors for the future services will be dedicated to the City by the applicant.
- 2. The planned development is not in conflict with the intent of the underlying zoning district.

Three parcels are zoned I-1 district and the smallest parcel is zoned UR district. The proposed development is not in conflict with the intent of the zoning district.

3. The planned development is not in conflict with other applicable provisions of the City's Zoning Ordinance.

The planned development is not in conflict with other applicable provisions of the City's Zoning Ordinance, except that PUD flexibility is requested as noted in the staff report.

The PUD allows the applicant to request flexibility from the performance standards in the ordinance in exchange for a high-quality development than might otherwise be expected.

The Council could find that the PUD flexibility requested by the developer results in deviations from the applicable provisions of the Zoning Ordinance that are not offset by PUD benefits proposed by the applicant and, therefore, are in conflict with the applicable provisions of the ordinance.

4. The planned development or unit thereof is of sufficient size, composition, and arrangement that its construction, marketing, and/or operation is feasible as a complete unit without dependence upon any other subsequent unit or phase.

The planned development is feasible without dependence upon any other subsequent phase. The Pella and Park Place Storage projects would begin construction next year and the remaining three lots will be developed in future phases.

5. The planned development will not create an excessive burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the planned development.

The development will not create an excessive burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the planned development. The developer is providing sidewalks consistent with the City's Comprehensive Plan. The developer is also constructing a new street to provide access to the development as required by the Southwest District Plan.

Municipal sanitary sewer and water are not available to serve the site. The applicant is proposing private well and septic to serve the site until municipal services are available and has requested PUD flexibility to allow development in the MUSA in advance of municipal sewer and water. The applicant has provided utility corridors along Kimberly Lane to accommodate the future municipal services.

6. The planned development will not have an adverse impact on the reasonable enjoyment of the neighborhood property.

The property is zoned Light Industrial. The development does comply with setback and landscape screening requirements from adjacent residential properties to the northeast and northwest.

However, the Commission could find that the planned development will have an adverse impact on the reasonable enjoyment of the neighborhood property. The Council could find that property is zoned Light Industrial, but the developer has not provided adequate landscaping to buffer the development from the residential properties to the northwest, north and northeast and conditions cannot be attached to address the issue.

7. The quality of the building and site design proposed by the PUD plan shall substantially enhance the aesthetics of the site, shall demonstrate higher standards, more efficient and effective uses of streets, utilities and public facilities, it shall maintain and enhance any natural resources within the development, and create a public benefit that is greater than what would be achieved through the strict application of the primary zoning regulations.

Staff finds the developer meets the building and site standards in the ordinance except where PUD flexibility is requested. The City Council could find that the development of a 56.86-acre light industrial development can provide opportunities for new businesses, employment and increased taxbase are enough of a public benefit to off-set the flexibility requested.

However, the Council could find that the PUD flexibility requested by the applicant results in deviations from the applicable provisions of the Zoning Ordinance that are not offset by the PUD benefits proposed by the applicant and, therefore, are in conflict with the applicable PUD provisions of the ordinance.

The Zoning Ordinance states that "the rezoning of the property defined in the development plan shall not become effective until such time as the City Council approves an ordinance reflecting said development, which shall take place at the time that the City Council approves the final development plan." The Council would approve the rezoning to be effective at such time as the final PUD plan is approved.

Preliminary PUD Plan

The PUD offers enhanced flexibility to develop the site through the relaxation of most typical zoning district standards. The PUD allows for a greater variety of land uses, construction phasing and a potential for lower development costs. In exchange for this flexibility, the City expects a higher level of design, more sensitive development or more significant infrastructure improvements than might otherwise be required.

The applicant indicates the first phase of development in the industrial park will be Park Place Storage self-storage facility and an office/warehouse for the Pella Corporation.

Proposed Uses

The applicant is requesting that all permitted, accessory, administrative permit and conditional uses permitted for the I-1 district are allowed for this development, subject to the standards in Section 1040.125 of the Zoning Ordinance.

Additionally, the applicant has proposed a motor fuel station (gas and convenience store) on Lot 1, Block 1. This use is not permitted in the I-1 district. The motor fuel station will be subject to the C-2 development standards in Section 1040.110, Subd. 4(K). If a gas station is approved, the car wash should provide water reuse plans as part of the PUD final plan. The proposed gas station/convenience store is anticipated to have 24/7 hours of operation.

Public Safety

The Public Safety Committee reviewed the plans on October 5, 2022. The Public Safety memo provides comments on the self-storage facility on Lot 2, Block 2. The memo requires the applicant to provide a turning radius exhibit, information of fire suppression systems and adequate fire access to buildings throughout the lot. Staff has included a condition requiring the applicant to comply with Public Safety memo. This will likely require changes to the site plan.

Lot Standards

The development is being reviewed against the I-1 district standards.

	I-1	Lot 1,	Lot 2,	Lot 3,	Lot 1,	Lot 2,	Outlot A
	District	Block 1	Block 1	Block 1	Block 2	Block 2	
Minimum lot	1 acre	4.29	10.46	8.71	16.83	10.32	0.39
area		acres	acres	acres	acres	acres	acres
Minimum lot width	100 ft.	580 ft.	427 ft.	1490 ft.	1676.5 ft.	648 ft.	0
Minimum lot depth	200 ft.	375 ft.	375 ft.	471 ft.	692 ft.	692 ft.	N/A
Minimum							
Principal							
Structure							
Setbacks:							
Front, From	100 ft	100 ft.	100 ft.	204 ft.	N/A	N/A	N/A
Major							
Roadways*							
Front, From	50 ft.	50 ft.	50 ft.	89 ft.	36 ft.	36 ft.	N/A
all other							
streets	00.6	00.6	00.6	205 7 (50.6	00.6	N1/A
Side/Rear	20 ft.	20 ft.	20 ft.	225.7 ft.	59 ft.	20 ft.	N/A
Adjacent to Residential	50 ft.	N/A	N/A	N/A	515 ft.	50 ft.	N/A
Minimum							
Parking							
Setbacks:							
Front	50 ft.	18 feet	18 feet	18 feet	36 feet	36 feet	N/A
(Kimberly							
Lane)							

Front (Highway 55)	100 ft.	75 ft.	75 ft.	75 ft.	N/A	N/A	N/A
Side/Rear	10 ft.	10 ft.	10 ft.	38.5 ft.	10 ft.	20 ft.	N/A
Maximum Principal Building Height	45 ft.	45 ft.	45 ft.	37 ft.	45 ft.	19.6 ft.	N/A
Maximum Impervious Surface	70%	50.1%	47.7%	61.2%	34.3%	77.7%	80%

^{*}Major Roadways are Principal Arterial, A Minor Reliever, A Minor Expander and A Minor Connector Roadways as shown on the 2040 Roadway Functional Classification map in the 2040 Comprehensive Plan.

The applicant's narrative requests PUD flexibility for Block 1 lots to have a reduced 75-foot parking setback to Highway 55 and 18-foot parking setback from Kimberly Lane; however, parking setbacks on Highway 55 could be provided by right through additional landscaping as described in Section 1060.070, Subd. 2(L). The applicant is choosing to apply for PUD flexibility rather than add the additional landscaping because they would prefer to have the visibility to Highway 55.

For lots in Block 2, the applicant has requested PUD flexibility for a reduced building and parking setback of 36 feet from Kimberly Lane. Proposed lots for future development will be required to meet the I-1 district lot standards except where flexibility from these standards has been requested.

The applicant is also requesting flexibility from frontage, lot width and depth requirements for Outlot A which will be deeded to the City for a future well site. The outlot is entirely surrounded by Lot 1, Block 2 and would be accessed via an easement over Lot 1, Block 2.

Parking

Section 1060 of the Zoning Ordinance establishes the minimum number of parking spaces required based on the gross square footage of floor area for each land use. The ordinance does not provide specific standards for self-storage or gas station/convenience uses. In such cases, parking requirements may be derived from the American Planning Association Parking Standards manual.

The ordinance requires the following:

- Office = 1 space per 200 sq. ft. of floor area (minimum 8 spaces).
- Warehouse = 5 spaces plus 1 space for each 2 employees on the largest shift. A minimum of 1 space per 1,500 sq. ft. of floor area is required.

The following parking is required for lots for future development:

• Self-storage = No off-street parking is required due to the nature of the business.

Gas Station/Convenience = 5 parking spaces per 1,000 sq. ft. of floor area, provided that the number of required spaces may be reduced by the number of fuel pumps that can be access at any one time, and provided that in no event the number of required spaces be less than 3 per 1,000 sq. ft. of floor area.

The proposed uses on Lots 1 and 2, Block 1 and Lot 1, Block 2 are conceptual at this time so the number of parking spaces required is not known. PUD flexibility has been requested from the parking requirement on Lot 2, Block 1. The applicant anticipates a 94,000 square foot office/warehouse building on Lot 2, Block 1 and is requesting flexibility to require one parking space per 2,000 square feet of warehouse space. Proposed parking on Lot 2, Block 1 is provided for a building with 15% office (14,100 square feet) and 85% warehouse (79,900 square feet). With the parking flexibility requested, the building would require 111 spaces; 71 spaces for the office use and 40 spaces for the warehouse use. Plans currently provide 112 parking spaces for Lot 2, Block 1. Parking requirements will be determined when the lot is developed in a future phase. If additional parking is required when the lot is developed, the applicant has indicated stalls could be added along the west side of the building.

No PUD flexibility has been requested from the required parking standards for Lot 1, Block 1. The parking required for this lot will be determined when it is developed in a future phase.

The Pella Corporation office/warehouse building has approximately 57,855 square feet of warehouse with 30,000 square feet for future expansion and 24,880 square feet of office space. The Zoning Ordinance requires 168 parking spaces for the building. The applicant has requested PUD flexibility from the required parking for Lots 2 and 3, Block 1. The proposed parking requirement is reduced from 1 space per 1,500 square feet of warehouse to 1 space per 2,000 square feet of warehouse. Required parking with the requested flexibility would be 168 stalls for the Pella building; 124 spaces for the office and 44 spaces for the 87,885 square feet of proposed and future warehouse space. Plans provide 126 parking spaces and 46 proof-of-parking spaces for the future expansion for a total of 172 spaces. The applicant has also indicated Pella expects to have 60 employees on-site and up to 70 employees with future expansion. Staff finds the proposed parking is adequate for the Pella site.

No parking has been proposed for the self-storage facility on Lot 2, Block 2. There is no on-site office proposed and parking areas for the self-storage facility will be used on a temporary basis by customers accessing their storage units during business hours. Plans show a minimum of 50 feet between the self-storage buildings which provides adequate space for parking in front of a unit while allowing traffic to pass unobstructed.

Loading Areas

Section 1060.060 of the Zoning Ordinance prohibits loading areas within 300 feet of residential zoned or guided property unless completely screened by an intervening building. Loading areas not requiring screening by an intervening building shall be

screened from adjacent residentially zoned properties by the use of berms, fences, or walls to provide 100% opacity to a height of at least 10 feet. The plans comply.

Loading areas are proposed for Lots 2 and 3, Block 1 and Lot 1, Block 2; each proposed loading area is located more than 300 feet from any residentially zoned or guided properties. The loading area for Lot 1, Block 2 is approximately 515 feet from the nearest residential property and 930 feet from the nearest residential structures. The loading areas for Lots 2 and 3, Block 1 face Highway 55 to the south.

Lot 1, Block 2 abuts residentially zoned property to the north and west. While the proposed building and layout for Lot 1, Block 2 are conceptual at this time, a loading area located at the rear of the building would be situated over 300 feet from the adjacent residential properties. If a loading area is proposed within 300 feet of the residentially zoned properties it must be screened by an intervening building. Plans provide landscape screening along the west and north edge of the Lot 1, Block 2 development site which will screen the loading and outside storage areas proposed for this lot.

Design Standards

Section 1060.050 of the Zoning Ordinance provides building standards for industrial uses. However, it does not provide detailed specific design requirements like the residential districts. The proposed development is subject to the performance standards in Section 1060 of the Zoning Ordinance as well as the Southwest District Design Guidelines in Appendix A of the



Figure D: Self-storage facility rendering.

Zoning Ordinance. The guidelines for commercial development in the Southwest District are minimal and call for high quality business parks with well-landscaped setbacks and buffers.

The applicant has requested PUD flexibility from the architectural materials standards to allow insulated metal panels for the exterior of the future building and self-storage facility on Lots 1 and 2, Block 2. This material is not an approved exterior finish listed in Section 1060.050, Subd 1(C), but the City Council indicated support for this material during the concept plan review and staff has included a condition allowing this material on Block 2. While the building on Lot 1, Block 2 is conceptual at this time, the applicant has indicated it will be of similar quality and materials as the self-storage buildings.

The self-storage facility meets the guidelines for commercial development in the Southwest District. The orientation of the buildings and individual storage unit entrances generally face away from the residential properties located to the northeast.

Architectural plans for the Pella Corporation site show a building with predominantly pre-cast concrete panels which are an approved exterior finish. Clerestory windows and colored pre-cast concrete add some visual interest to the building; however, the architectural plans indicate the yellow band is painted which could rapidly deteriorate or become unsightly. The applicant should clarify if the painted yellow pre-cast concrete is integrally colored or not with the final PUD. The east and northeast elevation, where the office area is located, has additional windows and architectural features which add visual interest.

The proposed office/warehouse buildings range in depth from 100 feet to 180 feet. This range in depth is consistent with the depth of the existing Medina Electric industrial building immediately east of the site. The proposed buildings are smaller than those proposed with the Corcoran Farms industrial development where buildings range in depth from 150 feet to 260 feet. The size of the proposed buildings is consistent with the area and appropriate for the size of the lots.

Mechanical equipment must comply with screening standards in Section 1060.030:

All rooftop and ground mounted mechanical equipment shall be designed (including exterior color) and located so to be aesthetically harmonious and compatible with the building. Screening of the equipment may be required where the design, color, and location of the equipment are found to not effectively buffer noise or provide aesthetic harmony and compatibility as observed by a 6-foot tall individual standing at ground level on the adjacent property or public right-of-way. Screening shall be constructed of durable materials which are aesthetically compatible with the structure and which may be an integral part of the structure. Applicable requirements for access to the equipment shall be observed in the design and construction of the screening.

The Pella Corporation plans show ground mounted mechanical generator and transformer in the loading area south of the building. Staff has included a condition requiring the applicant to provide plans for screening for the mechanical equipment to ensure compliance.

No mechanical equipment is provided for the self-storage facility.

Trash and Recycling

Plans for the Pella Corporation show a compactor in the loading area south of the building. Section 1060.02 of the Zoning Ordinance permits exterior storage of trash if it is stored within an accessory building or in closed containers within a totally screened area. The trash enclosure materials should be compatible with the design of the building. Staff has included a condition that enclosure details be provided to the City for review and approval to ensure that trash is adequately screened in the front yard.

No trash enclosure is proposed for the self-storage facility where customers will be responsible to remove any trash.

Utilities

The City Engineer's memo provides detailed utility comments. The applicant is requesting PUD flexibility to allow new development in the I-1 district in advance of municipal services being available to service the site. The site is located in the 2030-2035 stage of the Comprehensive Plan 2040 Staging Plan, but the area is subject to a Metropolitan Council study which is not expected to be completed until the next Comprehensive Plan update. This study will determine the method and timing of regional wastewater services for area. It is not practical to delay the development of all property in the southwest district of Corcoran until that study is complete. The applicant has provided private well and septic to service the site until such a time that municipal services are available.

Proposed septic drainage fields are typically located on the lot they will serve; however, the septic fields for Lot 2, Block 1 are situated on the west side of the Pella Corporation site on Lot 3, Block 1. The applicant must provide detailed plans for how a connection from Lot 2, Block 1 will be made to the proposed septic fields. No well or septic are proposed for the self-storage facility on Lot 2, Block 2. The self-storage facility will not require an extended employee presence and does not necessitate the installation of onsite well and septic facilities. This will also ensure that units are strictly used for storage and will discourage extended customers visits.

Without access to utilizes, the self-storage buildings will not be sprinkled. Architectural plans for the self-storage buildings indicate an automatic fire suppression system will be utilized. The applicant shall provide additional information on the proposed fire suppression for City review.

The applicant is preserving a small utility corridor on either side of the Kimberly Lane within the expanded right-of-way. The small utility corridors will provide an area to install utilities in the future without having to redevelop the street. The utility corridor is located along the north side of Kimberly Lane from Pioneer Trail and switches to the south side of Kimberly Lane about halfway to the west property line. The larger sewer and water utilities are located on the opposite side of the small utility corridor. The City Engineer's memo notes the utility corridor shall be relocated behind the sidewalk from the roadway along Lot 3, Block 2. This may require the applicant to adjust the location of proposed trees in this area.

Another PUD benefit provided by the applicant is Outlot A, which will be deeded to the City for use as a future well site. This is a benefit to the City because it will not have to purchase property for the future well site.

Public Streets, Traffic and Access

The plans show construction of Kimberly Lane, a new public street, extending east through the site from Pioneer Trail. Each lot will have access from Kimberly Lane. Outlot

A will be accessible by an access drive along the western edge of the stormwater basin in Lot 1, Block 2.

Kimberly Lane has been platted west of Pioneer Trail as part of Ess Addition. This plat was approved prior to adoption of the City's street naming protocol. The property owned by Troy and Karen Ess fronts on this unimproved street right-of-way, but their home is addressed as 6225 Pioneer Trail. Karen Ess has asked that the new public street in this project not be named Kimberly Lane. Planning staff recommends working with public safety and building staff as well as the City Attorney to review the street naming within this development for discussion as part of the final plat.

The public street will be constructed 36 feet wide in an 80-foot-wide right-of-way. The standard 80-foot right-of-way has been provided to accommodate the future utilities and also matches the existing width of the right-of-way on the west side of the Pioneer Trail intersection, which will ultimately connect to County Road 19. Kimberly Lane will ultimately extend further east and connect to Rolling Hills Road as shown on the Southwest District plan.

Turn lanes on Pioneer Trail into the site are anticipated. The City will design, bid and manage the project and the developer will fund it.

A traffic signal improvement is proposed for the intersection of Pioneer Trail and Highway 55; this improvement is necessary based on the project traffic generation for the development including a gas station use. The proposed gas station use on Lot 1, Block 1 would produce the highest number of vehicle trips and is the main impetus for a traffic signal at the intersection of Pioneer Trail and Highway 55. If constructed with this project, the developer would bear the cost for the installation of the traffic signal.

However, the Planning Commission has recommended approval of the project without the gas station use; traffic generated by this project without the gas station use will not exceed the threshold to require a traffic signal improvement. If the gas station/convenience store use is not approved and a traffic signal became necessary at a future date, the City would be responsible for their share of the cost of the signal installation.

Sidewalks

A sidewalk is provided along the south side of Kimberly Lane. This will ultimately be extended to connect Rolling Hills Road to Pioneer Trail as the street is constructed.

Grading and Stormwater

The City Engineer's memo provides detailed comments on stormwater. Two stormwater ponds are proposed with this project, one north and one south of Kimberly Lane. The City Engineer's memo requires the applicant to revise the stormwater management plan to account for the added impervious surface from the Pioneer Trail turn lanes. The

additional impervious surface from the turn lanes may require larger stormwater ponds than currently proposed.

The applicant is requesting PUD flexibility to allow impervious area of lots of up to 80% where the I-1 district allows imperious area up to 70%. Only the self-storage facility on Lot 2, Block 2 exceeds the allowable impervious area with a proposed 77.7% impervious area. The flexibility allows greater impervious area on Lot 2, Block 2, but the overall site is approximately 50% impervious area.

Plans show grading on the Garages Too site east of the self-storage facility. An encroachment agreement will be required for the off-site grading.

Easements

An access easement to Outlot A shall also be provided by the applicant.

New standard drainage and utility easements will be provided with the plat around the perimeter of the lots, over stormwater management ponds and over the wetlands (wetland and wetland buffer areas). A temporary cul-de-sac easement is provided on the east end of the new public street where the cul-de-sac extends outside of the dedicated right-of-way.

There is an existing septic field and septic easement site immediately east of the temporary cul-de-sac for Kimberly Lane. This septic field is utilized by the Medina Electric building east of the site. The future extension for Kimberly Lane is routed through the septic field and easement. The applicant must provide proof the western half of the existing septic easement has been released by the easement holder to allow construction of the cul-de-sac in the proposed location as noted in the application materials. If the easement is unnecessary, the entire septic easement should be released so the roadway may extend to the eastern lot line. The applicant must provide additional information about the status of this easement with the final PUD application.

Landscaping and Screening

Section 1060.070 of the Zoning Ordinance provides landscape standards. The applicant is requesting PUD flexibility to reduce the required number of shrubs for Lots 1 and 2, Block 2 (north of Kimberly Lane) and to allow required trees for Lot 2, Block 2 to be placed on Lot 1, Block 2.

The landscape plan provides the required number of shrubs on Lot 1, Block 2 and a reduced number of required shrubs for the self-storage facility on Lot 2, Block 2; however, the applicant has requested flexibility from the required number of shrubs for both lots in Block 2. Because the end user for Lot 1, Block 2 has not been identified the applicant would like to reserve flexibility from the number of required shrubs if necessary for a future use. The Planning Commission indicated support for flexibility from the shrub requirements for Lots 1 and 2, Block 2.

The following shows the required and proposed number of trees and shrubs for each lot:

	Required Trees	Proposed Trees	Required Shrubs	Proposed Shrubs
Lot 1, Block 1	35	35	58	58
Lot 2, Block 1	94	94	313	313
Lot 3, Block 1	70	207	233	233
Lot 1, Block 2	80	197	132	132
Lot 2, Block 2	208	91	691	174
TOTAL	487	624	1427	910

The Planning Commission recommendation included a condition of approval that encourages the applicant to provide native grass landscaping in open areas and in lieu of turf grass. The Planning Commission also encouraged the applicant to relocate proposed trees from open space areas, where they recommend native grass landscaping, to areas where the trees could provide additional screening to residential properties. The addition of native grass landscaping would be considered a PUD benefit. This has been added as a condition of approval to be reviewed with the PUD final plan.

Staff believes that additional landscaping or screening may be necessary. The City Engineer's memo requires that additional landscaping be placed to avoid conflict with city infrastructure or future infrastructure corridors. There may not be suitable space onsite for landscaping north of Kimberly Lane where the future right-of-way abuts Wagon Wheel Lane properties. Fencing may be required where landscape screening is not suitable for properties south of Wagon Wheel Lane. Screening could ultimately be a combination of landscaping and fencing on or off the site with approval from affected property owners. Staff has included a condition requiring landscaping or fencing to provide a buffer for those homes.

The 117 trees that are not provided on Lot 2, Block 2 are provided on Lot 1, Block 2. However, additional trees could be provided along the north and east property lines of Lot 2, Block 2 to better screen the self-storage facility from adjacent residential properties. This area could also be used to provide the required shrubs.

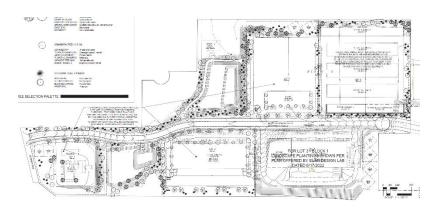


Figure E: Pioneer Trail Landscape Plan

Staff has included a condition requiring additional landscaping in the northwest portion

of the lot and supports the idea of shifting the other trees to the east near the Wagon Wheel neighborhood.

The applicant has provided 137 trees in addition to the required 70 overstory trees for the Pella Corporation site (Lot 3, Block 1). The additional overstory trees should be considered a PUD benefit.

The applicant's narrative indicated tree preservation between Kimberly Lane and the Wagon Wheel Lane properties as a PUD benefit; however, plans show removal of trees on site in this area. The

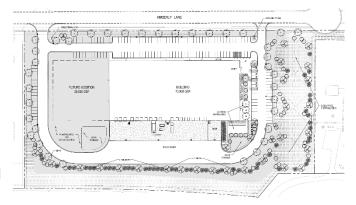


Figure F: Pella Corporation Landscape Plan

applicant shall update tree preservation plans to show where trees will actually be preserved through construction. If trees marked for preservation on plans are removed during construction, the applicant shall be required to provide an equivalent caliper inch replacement for the lost trees.

The additional trees on Lot 1, Block 2 provide ample screening from residential properties located to the north and west. The placement of shrubs will be shown with the final plat for the future development lots; however, staff recommends the location of shrubs be located to maximize the screening towards residential properties.

Parking areas with 4 or more spaces should be screened from properties zone residential and from public streets. The proposed Pella Corporation site has a large parking area facing Kimberly Lane which must be screened. The applicant must provide screening to a height of at least three feet to screen vehicle headlights. Staff recommend relocating required shrubs or provide additional shrubs to provide the parking lot screening.

Underground irrigation with rain sensors is required on all new non-residential development where municipal water is available. While municipal water is not available at this time, plans show compliance with the irrigation requirements.

Wetlands

A wetland delineation report was submitted and approved. Four wetlands are located within the project area covering a combined 3.15 acres. There are approximately 0.8 acres of wetland impacts for the buildings and new public street. The applicant is responsible for preparing a wetland mitigation plan and obtaining approval prior to submittal of a final plat application.

Section 1050.010 of the Zoning Ordinance establishes standards for the Wetland Overlay District. This includes the establishment of wetland buffer strips with an average width of 25 feet plus a 15-foot structure setback from the buffer edge. Wetland buffer signs are required to be installed at each lot/outlot line where it crosses a wetland buffer, and where needed to indicate the contour of a buffer, with a maximum spacing of 200 feet along the buffer edge. The plans show correct placement of the wetland buffer monument signs.

Wetland buffers that are disturbed must be seeded. Wetlands that have not been disturbed in 10 years and are not comprised of noxious weeds shall be left in their existing state if approved by the City wetland specialist. Plans show grading in the wetland buffer; however, no wetland buffer seeding or maintenance plan has been provided. Staff has included a condition the applicant provide a wetland buffer seeding and maintenance plan. Staff also recommends the applicant contract a native plant specialist to install and maintain the wetland buffers.

The landscape plan shows proposed trees within the wetland buffer. Landscaped trees should be located outside the wetland buffer as much as possible to allow appropriate species to grow and establish the buffers. The applicant shall specify the species of trees proposed within the wetland buffer to ensure their long-term viability.

Signage

The applicant is requesting PUD flexibility to allow wall signage on the north and south building frontages for Lots 1, 2 and 3, Block 1. This will allow tenants to install wall signs facing both Kimberly Lane and Highway 55. Chapter 84.04 of the City Code limits wall signs to one sign at the entrance of each tenant space, not to exceed 10% of the primary building face area for the related tenant. The applicant is proposing to split the permitted wall sign area between the north and south facades so tenants may have signage directing customers and deliveries along both street frontages. Staff supports this request for flexibility. In addition to wall signage, the Ordinance also allows one freestanding sign per lot up to 64 square feet in area and up to 16 feet tall.

The applicant has also provided a sign plan for the overall development. While not requested in the narrative, the sign plan indicates PUD flexibility is requested to allow two freestanding signs and two additional wall signs on the gas pump canopy for Lot 1, Block 1. Staff does not support this request for flexibility. The applicant shall revise the proposed freestanding and canopy signage for Lot 1, Block 1 to comply with the sign standards in Chapter 84 of the City Code.

No signage is proposed for the self-storage facility on Lot 2, Block 2. Proposed signage for the Pella Corporation building complies with the sign standards, except where PUD flexibility for wall signage is requested. Permitted wall sign area for the Pella Corporation building is 1,573 square feet (10% area of the south elevation). Two wall signs are proposed, a 124-square foot wall sign facing Highway 55 and a 45-square foot

wall sign facing Kimberly Lane. Altogether, the wall signage proposed for the Pella Corporation building totals 293 square feet, well below the permitted 1,573 square feet.

The signage proposed for Lot 2, Block 1 is conceptual at this time and will be required to comply with the sign standards except where PUD flexibility has been requested for the wall signage. However, conceptual signage for the gas station/convenience store use on Lot 1, Block 1 exceeds the permitted number of freestanding signs and freestanding sign height for the I-1 district.

No parking signs shall be provided along Kimberly Lane and in the temporary cul-desac. The location of these signs will be coordinated at the time of final plat.

Lighting

The applicant has provided a lighting plan but has not provided light details. Staff has included a condition that the applicant provide details for the proposed lighting.

Parks and Trails

The Parks and Trails plan does not show any off-road trails through the site. An on-road trail is shown for Pioneer Trail and, once constructed, it will connect with the Kimberly Lane sidewalk.

Under the current ordinance, park dedication of land is required at 4% of the netpredevelopment area for commercial/industrial land. The ordinance would require 2.15 net acres of park dedication for the approximately 53.71 net acres (56.86 gross acres) being platted. No park land dedication is proposed with this project and park dedication shall be cash-in-lieu of land. The final dedication shall be determined with the final plat.

Preliminary Plat

The preliminary plat requests approval of five lots and one outlot. Outlot A would be deeded to the City for use as a future well site.

The applicant has indicated that this project is phased, starting with the Pella Corporation development on Lot 3, Block 1 and the self-

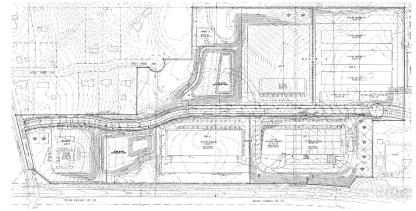


Figure G: Overall site layout

storage facility on Lot 2, Block 2. The remaining three lots will be developed when tenants are identified.

<u>Summary</u>

Staff finds the proposed plan is generally consistent with the Comprehensive Plan and Zoning Ordinance. The plan for the new industrial park on this site meets the economic competitiveness goals of the Comprehensive Plan:

- Promote cooperative efforts and utilize existing resources for economic growth in the City.
- Promote economic stability and diversity to provide job opportunities to residents.
- Promote efficient, planned commercial and industrial development.
- Enhance the character of the City's commercial and industrial development.

The applicant is requesting flexibility for:

- Development in advance of City services (water and sanitary sewer) being available to serve the project.
- Reduced parking setback of 70 feet from Highway 55 where 100 feet is required.
- Reduced parking setback of 18 feet from Kimberly Lane where 50 feet is required for Lots 1, 2 and 3, Block 1 and Lots 1 and 2, Block 2.
- Reduced parking and building setback of 36 feet from Kimberly Lane for the lots north of Kimberly Lane.
- Reduced parking space requirements for the warehouse uses on Lots 2 and 3, Block 1.
- Wall signage on the north and south building elevations for lots south of Kimberly Lane where signage is only permitted on one wall.
- Two additional wall signs on the gas pump canopy and one additional freestanding sign for Lot 1, Block 1.
- Insulated metal panels as a primary building façade for lots north of Kimberly Lane.
- Landscape tree requirement to be applied across the whole site.
- Reduced number of landscape shrubs for lots north of Kimberly Lane.
- Impervious area of up to 80% for all lots.
- Creation of an outlot without frontage (Outlot A for the City well site).

In exchange for this flexibility, the applicant will:

- Provide commercial tax base and jobs to Corcoran ahead of city services.
- Deed Outlot A to the City for a future well site.

Staff has reviewed the plan for consistency with the applicable standards outlined in the Comprehensive Plan, Zoning Ordinance and Subdivision Ordinance. Staff noted in the staff report the outstanding issues that must be addressed and we have included conditions in the attached draft resolutions to address these issues.

Options

i. If City Council finds that the PUD standards have been met, they should move to approve the rezoning, preliminary PUD plan and preliminary plat.

- a. Staff has prepared resolutions based on the Planning Commission recommendation which does not allow the gas station/convenience store use; if the gas station use is not approved the proposed development is unlikely to warrant a traffic signal improvement.
- b. If City Council would like to allow the gas station/convenience store use, they should modify the preliminary PUD resolution to reinstate condition #10(a). A redlined version of Resolution 2023-03 has been included for reference.
- ii. If City Council finds that the PUD standards have not been met, they should move to deny the request.
- iii. Table the item if the Council finds that more information is required or changes desired.

7. Recommendation

Move to adopt the following as recommended by the Planning Commission:

- a. Ordinance 2023-477 approving rezoning
- b. Resolution 2023-02 with findings of fact for rezoning
- c. Resolution 2023-03 approving preliminary PUD
- d. Resolution 2023-04 approving preliminary plat

Attachments

- 1. Ordinance 2023-477 Approving Rezoning
- 2. Resolution 2023-02 with Findings of Fact for Rezoning
- 3. Resolution 2023-03 Approving the Preliminary PUD Plan
- 4. Resolution 2023-04 Approving the Preliminary Plat
- 5. Resolution 2023-02 Denying the Request
- 6. Site Location Map
- 7. City Engineer's Memo dated November 21, 2022
- 8. Public Safety Memo dated October 5, 2022
- 9. MnDOT Review Memo dated October 11, 2022
- 10. Applicant Narrative dated November 1, 2022
- 11. PUD Parking Flexibility Request dated December 9, 2022
- 12. Anticipated Hours of Operation dated December 9, 2022
- 13. Site Plans and Preliminary Plat dated December 12, 2022
- 14. Pella Corporation Site Plans dated November 1, 2022
- 15. Pella Corporation Architecture Plans dated September 20, 2022
- 16. Park Place Storage Architecture Plans dated September 20, 2022
- 17. Landscape Plan dated November 1, 2022
- 18. Tree Screening Exhibit dated December 5, 2022

- 19. Viewshed Cross Section Exhibit dated December 14, 2022
- 20. Sign Plan dated November 1, 2022
- 21. Public Comments

Motion By: Seconded By:

AN ORDINANCE AMENDING TITLE X (ZONING ORDINANCE) OF THE CITY CODE TO CLASSIFY CERTAIN LAND LOCATED AT 6210 PIONEER TRAIL (PID 32-119-23-34-0013, 32-119-23-34-0007, 32-119-23-43-0005 AND 32-119-23-43-0006) (CITY FILE NO. 22-039)

THE CITY OF CORCORAN ORDAINS:

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

See Attachment A

Section 2. This amendment shall take effect upon adoption of the resolution approving the final PUD plan for this project.

<u>VOTING AYE</u>	<u>VOTING NAY</u>
	☐ McKee, Tom
Bottema, Jon	☐ Bottema, Jon
Nichols, Jeremy	☐ Nichols, Jeremy
Schultz, Alan	Schultz, Alan
Vehrenkamp, Dean	Uehrenkamp, Dean
Whereupon, said Resolution is hereby	declared adopted on this 12 th day of January 2023
	Tom McKee - Mayor
	Tom morted mayor
ATTEST:	Tom mortes mayor
ATTEST:	City Seal

ATTACHMENT A

Parcel A:

The West 561.81 feet of the Southwest Quarter of the Southeast Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota, EXCEPT that part taken for State Highway No. 55.

And

That part of the Southeast Quarter of the Southwest Quarter of said Section 32 described as follows:

Commencing at a point on the west line of said Southeast Quarter of the Southwest Quarter a distance of 455.00 feet South of the northwest corner thereof; thence East parallel with the north line of said Southeast Quarter of the Southwest Quarter a distance of 240.00 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence East tangent to said curve a distance of 173.04 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111,96 feet (delta angle of 30 degrees 00 minutes) a distance of 58,62 feet; thence East tangent to said curve a distance of 265.00 feet to the actual point of beginning of the tract of land to be herein described; thence North parallel with said west line a distance of 30.00 feet; thence East parallel with said north line 253.04 feet, more or less, to a line drawn parallel with and distant 1155.00 feet East of said west line; thence North parallel with said west line 365.00 feet to said north line; thence East along said north line a distance of 172.55 feet, more or less, to the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South along the east line thereof to the southeast corner of said Southeast Quarter of the Southwest Quarter; thence West along the south line thereof to a line drawn parallel with said west line from the actual point of beginning; thence North parallel with said west line to the actual point of beginning. EXCEPT that part thereof lying within a radius of 60.00 feet of the actual point of beginning. Also EXCEPT that part taken for State Highway No. 55.

Parcel B:

That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at a point on the West line of said Southeast Quarter of the Southwest Quarter a distance of 455.0 feet South of the Northwest corner thereof; thence East parallel with the North line of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter a distance of 240.0 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence East tangent to last mentioned curve a distance of 173.04 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence East tangent to last mentioned curve a distance of 131.21 feet to the actual point of beginning of the tract of land to be herein described; thence continue East along last mentioned line a distance of 133.79 feet to a point hereafter known as Point A; thence South parallel with said West line a distance of 362.0 feet to a line

drawn parallel with and 757.0 feet South of said North line; thence West parallel with said North line a distance of 133.79 feet to a line drawn parallel with said West line from the actual point of beginning; thence North along said parallel line to the actual point of beginning. Except the Northerly 30.0 feet thereof. Also except that part thereof lying within a radius of 60.0 feet of Point A, described above.

Parcel C:

That part of the West 901.96 feet of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail. Except for the North 757.00 feet thereof. Also except the right of way for State Highway Number 55. And also except any part thereof contained within the description of the land in the Contract for Deed recorded November 6, 1996 in the office of the Hennepin County Recorder as Document No. 6658801.

Also that part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail and lying South of the North 757.00 feet thereof.

ABSTRACT PROPERTY

Motion By: Seconded By:

APPROVING FINDINGS OF FACT FOR REZONING FOR THE PROPERTIES LOCATED AT 6210 PIONEER TRAIL (PID 32-119-23-34-0013, 32-119-23-34-0007, 32-119-23-43-0005 AND 32-119-23-43-0006) (CITY FILE NO. 22-039)

WHEREAS, Contour Development, LLC, (the "applicant") has requested approval to rezone 56.86 acres legally described as follows:

See Attachment A

WHEREAS, the Planning Commission has reviewed the request at a duly called Public Hearing, and:

WHEREAS, the City Council has adopted an ordinance rezoning the affected parcels from Light Industrial (I-1) and Urban Reserve (UR) to Planned Unit Development (PUD);

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

- 1. The planned development is not in conflict with the Comprehensive Plan. The proposed development is guided for industrial development as proposed. The plan develops the site in advance of municipal services being able to service the area; however, utility corridors for the future services will be dedicated to the City by the applicant.
- The planned development is not in conflict with the intent of the underlying zoning district. Three parcels are zoned I-1 district and the smallest parcel is zoned UR district. The proposed development is not in conflict with the intent of the zoning district.
- 3. The planned development is not in conflict with other applicable provisions of the City's Zoning Ordinance, except that PUD flexibility is requested as noted in the staff report. The PUD allows the applicant to request flexibility from the performance standards in the ordinance in exchange for a high-quality development than might otherwise be expected.
- 4. The planned development or unit thereof is of sufficient size, composition, and arrangement that its construction, marketing, and/or operation is feasible as a complete unit without dependence upon any other subsequent unit or phase. The Pella and Park Place Storage projects would begin construction next year and the remaining three lots will be developed in future phases.
- 5. The planned development will not create an excessive burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the planned development. The developer is providing sidewalks consistent with the City's Comprehensive Plan. The developer is also constructing a new street to provide access to the development as required by the Southwest District Plan. Municipal sanitary sewer and water are not available to serve the site. The applicant is proposing private well and septic to serve the site until municipal services are available and has requested PUD

flexibility to allow development in the MUSA in advance of municipal sewer and water. The applicant has provided utility corridors along Kimberly Lane to accommodate the future municipal services.

- 6. The planned development will not have an adverse impact on the reasonable enjoyment of the neighborhood property. The property is zoned Light Industrial. The development does comply with setback and landscape screening requirements from adjacent residential properties to the northeast and northwest.
- 7. The quality of the building and site design proposed by the PUD plan shall substantially enhance the aesthetics of the site, shall demonstrate higher standards, more efficient and effective uses of streets, utilities and public facilities, it shall maintain and enhance any natural resources within the development, and create a public benefit that is greater than what would have been achieved through the strict application of the primary zoning regulations.

<u>VOTING AYE</u>	<u>VOTING NAY</u>
☐ Bottema, Jon	☐ Bottema, Jon
☐ Nichols, Jeremy	☐ Nichols, Jeremy
Schultz, Alan	Schultz, Alan
Uehrenkamp, Dean	🔲 Vehrenkamp, Dean
Whereupon, said Resolution is hereby d	leclared adopted on this 12 th day of January 2023
	Tom McKee - Mayor
ATTEST:	
	City Seal
Michelle Friedrich – City Clerk	

ATTACHMENT A

Parcel A:

The West 561.81 feet of the Southwest Quarter of the Southeast Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota, EXCEPT that part taken for State Highway No. 55.

And

That part of the Southeast Quarter of the Southwest Quarter of said Section 32 described as follows:

Commencing at a point on the west line of said Southeast Quarter of the Southwest Quarter a distance of 455.00 feet South of the northwest corner thereof; thence East parallel with the north line of said Southeast Quarter of the Southwest Quarter a distance of 240.00 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence East tangent to said curve a distance of 173.04 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence East tangent to said curve a distance of 265.00 feet to the actual point of beginning of the tract of land to be herein described; thence North parallel with said west line a distance of 30.00 feet; thence East parallel with said north line 253.04 feet, more or less, to a line drawn parallel with and distant 1155.00 feet East of said west line; thence North parallel with said west line 365.00 feet to said north line; thence East along said north line a distance of 172.55 feet, more or less, to the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South along the east line thereof to the southeast corner of said Southeast Quarter of the Southwest Quarter; thence West along the south line thereof to a line drawn parallel with said west line from the actual point of beginning; thence North parallel with said west line to the actual point of beginning. EXCEPT that part thereof lying within a radius of 60.00 feet of the actual point of beginning. Also EXCEPT that part taken for State Highway No. 55.

Parcel B:

That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at a point on the West line of said Southeast Quarter of the Southwest Quarter a distance of 455.0 feet South of the Northwest corner thereof; thence East parallel with the North line of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter a distance of 240.0 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence East tangent to last mentioned curve a distance of 173.04 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence East tangent to last mentioned curve a distance of 131.21 feet to the actual point of beginning of the tract of land to be herein described; thence continue East along last mentioned line a distance of 133.79 feet to a point hereafter known as Point A; thence South parallel with said West line a distance of 362.0 feet to a line

City of Corcoran County of Hennepin State of Minnesota

ORDINANCE NO. 2023-02

drawn parallel with and 757.0 feet South of said North line; thence West parallel with said North line a distance of 133.79 feet to a line drawn parallel with said West line from the actual point of beginning; thence North along said parallel line to the actual point of beginning. Except the Northerly 30.0 feet thereof. Also except that part thereof lying within a radius of 60.0 feet of Point A, described above.

Parcel C:

That part of the West 901.96 feet of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail. Except for the North 757.00 feet thereof. Also except the right of way for State Highway Number 55. And also except any part thereof contained within the description of the land in the Contract for Deed recorded November 6, 1996 in the office of the Hennepin County Recorder as Document No. 6658801.

Also that part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail and lying South of the North 757.00 feet thereof.

ABSTRACT PROPERTY

Motion By: Seconded By:

APPROVING PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN FOR "PIONEER TRAIL INDUSTRIAL PARK" LOCATED AT 6210 PIONEER TRAIL (PID 32-119-23-34-0013, 32-119-23-34-0007, 32-119-23-43-0005 AND 32-119-23-43-0006) (CITY FILE NO. 22-039)

WHEREAS, Contour Development, LLC, (the "applicant") has requested approval of "Pioneer Trail Industrial Park" an industrial subdivision on property legally described as:

See Attachment A

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA, that the Corcoran City Council hereby approves the request for preliminary PUD plan, subject to the following conditions:

- 1. A preliminary planned unit development (PUD) plan is approved for "Pioneer Trail Industrial Park", in accordance with the plans and application received by the City on June 21, 2022 and revisions received on June 23, 2022, September 20, 2022, November 1, 2022, December 1, 2022, December 5, 2022, December 12, 2022 and December 14, 2022, except as amended by this resolution.
- 2. The preliminary PUD plan is approved based on the finding that the proposed project is consistent with the City's Comprehensive Plan and the PUD standards in the ordinance.
- 3. Approval is contingent upon City Council approval of the requested rezoning and preliminary plat (Ordinance 2023-477 and Resolution 2023-04).
- 4. The applicant shall comply with all requirements of the Public Safety Memo dated October 5, 2022.
- 5. The applicant shall comply with all requirements of the City Engineer's memo dated November 21, 2022.
- 6. The applicant shall comply with all requirements of the May 26, 2022 EAW Record of Decision.
- 7. The applicant is subject to review and approval by Hennepin County. The applicant is required to secure all permits and approvals from the County.
- 8. PUD flexibility is granted for the following:
 - a. Development in advance of City services (water and sanitary sewer) being available to serve the project.
 - b. Reduced parking setback of 70 feet from Highway 55 where 100 feet is required.
 - c. Reduced parking setback of 18 feet from Kimberly Lane where 50 feet is required for Lots 1, 2 and 3, Block 1 and Lots 1 and 2, Block 2.

- d. Reduced parking and building setback of 36 feet from Kimberly Lane for the lots north of Kimberly Lane.
- e. Wall signage on the north and south façade of buildings for Lots 1, 2 and 3, Block 1 where only one wall sign is allowed at the primary entrance of each tenant space, not to exceed 10% of the primary building face. The 10% wall sign area would be split between the north and south elevations.
- f. Reduced parking and building setback of 36 feet from Kimberly Lane for the lots north of Kimberly Lane.
- g. Insulated metal panels as a primary building façade for Lots 1 and 2, Block 2 north of Kimberly Lane.
- h. Landscape tree requirement to be applied across the whole site.
- i. Reduced number of landscape shrubs for Lots 1 and 2, Block 2 north of Kimberly Lane.
- j. Impervious area to be calculated on a project-wide basis not to exceed 80%. This will allow some lots as much 80% impervious area.
- k. Creation of an outlot without frontage (Outlot A for the City well site).
- 9. All allowed uses in the I-1 zoning district shall be permitted in this PUD, subject to the standards in Section 1040.125 of the Zoning Ordinance.
 - a. A motor fuel station use is permitted for Lot 1, Block 1 and shall be subject to the development standards for motor fuel stations in Section 1040.110, Subd. 4(K).
- 10. Park dedication shall be satisfied by cash-in-lieu of land for the industrial park. Park dedication be based on the park dedication ordinance in place at the time the final plat is approved.
- 11. Prior to submittal of the PUD final plan and final plat:
 - a. Plans must be revised to show details for trash enclosures to ensure compliance with 1060.020 of the Zoning Ordinance. The trash enclosures must be clearly shown on the site plans.
 - b. Plans must show mechanical equipment screening in compliance with Section 1060.030 of the Zoning Ordinance.
 - c. Plans must be revised to show compliance with the off-street parking requirements for the Pella building on Lot 3, Block 1.
 - d. The landscape plan must be revised. The landscape plan dated November 1, 2022 provides a total of 624 overstory trees and 910 shrubs.
 - The code requires 487 overstory trees and the applicant has provided 624 overstory trees. The trees are planted across the site and not all lots comply with the minimum landscaping requirements on individual lots.
 - ii. Plans show and additional 137 trees on Lot 3, Block 1. This is a PUD benefit.
 - iii. PUD flexibility is shown on plans allowing 117 trees required for Lot 2, Block 2 located on Lot 1, Block 2.

- iv. PUD flexibility is shown on plans allowing 173 shrubs for Lot 2, Block 2 where 691 shrubs are required.
- v. Landscaping three feet high shall be provided for parking areas with four or more stalls to screen vehicle headlights from adjacent residential and public streets. The plans must be revised to provide shrubs for all parking along the new public street (Kimberly Lane).
- vi. Trees are proposed within the wetland buffer areas. The applicant shall specify the tree species proposed for wetland buffer areas to ensure long-term viability.
- vii. The final landscape details shall be provided with PUD final plan application.
- viii. The applicant shall provide revised plans to show wetland buffer seeding.
- ix. A wetland buffer planting and maintenance plan must be submitted for review and approval by the City.
- x. Landscaping and/or solid wall low-maintenance fencing shall be provided to provide screening on the north side of Kimberly Lane a minimum of 30 feet from Pioneer Trail to provide screening for the existing homes on Wagon Wheel.
- e. The applicant is encouraged to revise the plans to:
 - i. Provide native grass landscaping in open space areas in lieu of turf grass.
 - ii. Relocate proposed trees from where native grass landscaping is installed to areas where trees can provide more effective screening from residential properties.
 - iii. Consider shifting the required trees away from septic systems and relocated elsewhere on site.
- f. Snow storage areas must be clearly shown on plans.
- g. A chloride management plan shall be provided.
- h. The applicant shall revise Pella architecture plans to clarify if the painted yellow precast concrete is integrally colored. The applicant is encouraged to utilize integrally colored and other durable building materials.
- The light pole height and fixture details must be provided for freestanding and building lighting in compliance with the standards in Section 1060 of the Zoning Ordinance.
- j. The applicant shall provide plans showing the planned grading, utilities and landscaping to ensure no conflicts.
 - i. The applicant shall provide plans showing how the proposed building on Lot 2, Block 1 will connect to the proposed septic drainage fields on Lot 3, Block 1. This septic connection must be protected throughout all phases of construction.
- k. The small utility corridor between the sidewalk and roadway along the south side of Kimberly Lane shall be relocated south of the sidewalk in front of Lot 3, Block 1.

- I. The stormwater management plan shall be revised to account for the added impervious surface from the Pioneer Trail turn lanes.
- m. The association of building owner is responsible for ensuring sidewalks in the development area and for maintenance of all common areas. Association documents must be provided for review and approval with the PUD final plan application.
- 12. All permanent wetland buffer monuments must be erected along the wetland buffer line as required by Section 1050.010, Subd. 7 of the Zoning Ordinance.
 - a. The applicant shall work with City staff to finalize the location of wetland buffer monuments.
 - b. Wetland signs shall be purchased from the City.
 - c. The final locations must be inspected and approved by City staff.
 - d. Monument signs shall be installed prior to approval of the building permit.
- 13. Drainage and utility easements must be provided over all wetlands, wetland buffers and ponds.
- 14. Drainage and utility easements shall be provided along the perimeter of all lots.
- 15. All utility facilities shall be located underground.
- 16. A sign permit is required for any signage. All signage must comply with Chapter 84 of the City Code, except where PUD flexibility has been requested and granted for wall signage on Lots 1, 2 and 3, Block 1.
- 17. The development shall comply with the City's requirements regarding fire access, fire protection and fire flow calculations, the location of fire hydrant, fire department connections and fire lane signage.
- 18. Parking shall be reviewed with building permit and must comply with ordinance standards for the proposed use, except where PUD flexibility is requested.
- 19. No parking shall be permitted on either side of Kimberly Lane.
- 20. The applicant shall document that the existing septic field and easement for Medina Electric are necessary and that the easement holder does not want the easement released.
 - a. If the easement can be released, Kimberly Lane should extend as far east as conditions allow.
 - b. If the easement cannot be released, additional agreements will be required for roadway encroachment into the easement.
- 21. The applicant must provide a temporary cul-de-sac easement for the new public street.
- 22. The new public street shall follow the City's street naming policy.
- 23. An access easement shall be provided to Outlot A from Kimberly Lane.

ATTEST:

Michelle Friedrich – City Clerk

City Seal

RESOLUTION NO. 2023-03

24. An encroachment agreement shall be required for all site improvements or items placed within the City rights-of-way or easements. 25. The applicant must enter into a stormwater maintenance agreement prior to release of final plat. 26. The applicant shall deed Outlot A to the City. **VOTING NAY VOTING AYE** McKee, Tom McKee, Tom Bottema, Jon Bottema, Jon Nichols, Jeremy Nichols, Jeremy Schultz, Alan Schultz, Alan Vehrenkamp, Dean Vehrenkamp, Dean Whereupon, said Resolution is hereby declared adopted on this 12th day of January 2023. Tom McKee - Mayor

ATTACHMENT A

Parcel A:

The West 561.81 feet of the Southwest Quarter of the Southeast Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota, EXCEPT that part taken for State Highway No. 55.

And

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Parcel B:

That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at a point on the West line of said Southeast Quarter of the Southwest Quarter a distance of 455.0 feet South of the Northwest corner thereof; thence East parallel with the North line of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter a distance of 240.0 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence East tangent to last mentioned curve a distance of 173.04 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 30 minutes) a distance of 58.62 feet; thence East tangent to last mentioned curve a distance of 131.21 feet to the actual point of beginning of the tract of land to be herein described; thence continue East along last mentioned line a distance of 133.79 feet to a point hereafter known as Point A; thence South parallel with said West line a distance of 362.0 feet to a line

drawn parallel with and 757.0 feet South of said North line; thence West parallel with said North line a distance of 133.79 feet to a line drawn parallel with said West line from the actual point of beginning; thence North along said parallel line to the actual point of beginning. Except the Northerly 30.0 feet thereof. Also except that part thereof lying within a radius of 60.0 feet of Point A, described above.

Parcel C:

That part of the West 901.96 feet of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail. Except for the North 757.00 feet thereof. Also except the right of way for State Highway Number 55. And also except any part thereof contained within the description of the land in the Contract for Deed recorded November 6, 1996 in the office of the Hennepin County Recorder as Document No. 6658801.

Also that part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail and lying South of the North 757.00 feet thereof.

ABSTRACT PROPERTY

Motion By: Seconded By:

APPROVING PRELIMINARY PLAT FOR "PIONEER TRAIL INDUSTRIAL PARK" LOCATED AT 6210 PIONEER TRAIL (PID 32-119-23-34-0013, 32-119-23-34-0007, 32-119-23-43-0005 AND 32-119-23-43-0006) (CITY FILE NO. 22-039)

WHEREAS, Contour Development, LLC, (the "applicant") has requested approval of "Pioneer Trail Industrial Park" an industrial subdivision on the property legally described as follows:

See Attachment A

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA, that the Corcoran City Council hereby approves the request for preliminary plat, subject to the following conditions:

- A preliminary plat is approved to create five lots and one outlot, "Pioneer Trail Industrial Park", in accordance with the plans and application received by the City on June 21, 2022 and revisions received on June 23, 2022, September 20, 2022, November 1, 2022, December 1, 2022, December 5, 2022, December 12, 2022 and December 14, 2022, except as amended by this resolution.
- 2. Approval is contingent upon City Council approval of the preliminary PUD plan for "Pioneer Trail Industrial Park". The applicant shall comply with all conditions of the preliminary PUD plan approval (Resolution 2023-03).
- 3. Park dedication is due as required by the PUD approvals, prior to the release of the final plat for recording.
- 4. The applicant shall comply with all requirements of the City Engineer's memo, dated November 21, 2022.
- 5. The preliminary plat zoning table shall be updated to note the current zoning is Urban Reserve (UR) for the smallest parcel (22733 Wagon Wheel Lane).
- 6. Approval shall expire within one year of the date of approval unless the applicant has filed a complete application for approval of the final plat.

VOTING AYE	<u>VOTING NAY</u>
☐ McKee, Tom	
☐ Bottema, Jon	☐ Bottema, Jon
□ Nichols, Jeremy	☐ Nichols, Jeremy
Schultz, Alan	Schultz, Alan
☐ Vehrenkamp, Dean	Vehrenkamp, Dean

Whereupon, said Resolution is hereby de	eclared adopted on this 12 th da	y of January 2023.
	Tom McKee - Mayor	
ATTEST:		
Michelle Friedrich – City Clerk	_	City Seal

ATTACHMENT A

Parcel A:

The West 561.81 feet of the Southwest Quarter of the Southeast Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota, EXCEPT that part taken for State Highway No. 55.

And

That part of the Southeast Quarter of the Southwest Quarter of said Section 32 described as follows:

Commencing at a point on the west line of said Southeast Quarter of the Southwest Quarter a distance of 455.00 feet South of the northwest corner thereof; thence East parallel with the north line of said Southeast Quarter of the Southwest Quarter a distance of 240.00 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence East tangent to said curve a distance of 173.04 feet; thence on a tangential curve to the left having a radius of 111.96 feet (delta angle of 30 degrees 00 minutes) a distance of 58.62 feet; thence on a tangential curve to the right having a radius of 111,96 feet (delta angle of 30 degrees 00 minutes) a distance of 58,62 feet; thence East tangent to said curve a distance of 265.00 feet to the actual point of beginning of the tract of land to be herein described; thence North parallel with said west line a distance of 30.00 feet; thence East parallel with said north line 253.04 feet, more or less, to a line drawn parallel with and distant 1155.00 feet East of said west line; thence North parallel with said west line 365.00 feet to said north line; thence East along said north line a distance of 172.55 feet, more or less, to the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South along the east line thereof to the southeast corner of said Southeast Quarter of the Southwest Quarter; thence West along the south line thereof to a line drawn parallel with said west line from the actual point of beginning; thence North parallel with said west line to the actual point of beginning. EXCEPT that part thereof lying within a radius of 60.00 feet of the actual point of beginning. Also EXCEPT that part taken for State Highway No. 55.

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drawn parallel with and 757.0 feet South of said North line; thence West parallel with said North line a distance of 133.79 feet to a line drawn parallel with said West line from the actual point of beginning; thence North along said parallel line to the actual point of beginning. Except the Northerly 30.0 feet thereof. Also except that part thereof lying within a radius of 60.0 feet of Point A, described above.

Parcel C:

That part of the West 901.96 feet of the Southeast Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail. Except for the North 757.00 feet thereof. Also except the right of way for State Highway Number 55. And also except any part thereof contained within the description of the land in the Contract for Deed recorded November 6, 1996 in the office of the Hennepin County Recorder as Document No. 6658801.

Also that part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail and lying South of the North 757.00 feet thereof.

ABSTRACT PROPERTY

Motion By: Seconded By:

DENYING THE REQUEST FOR A REZONING, PRELIMINARY PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN FOR "PIONEER TRAIL INDUSTRIAL PARK" ON THE PROPERTY LOCATED AT 6210 PIONEER TRAIL (PID 32-119-23-34-0013, 32-119-23-34-0007, 32-119-23-43-0005 AND 32-119-23-43-0006) (CITY FILE NO. 22-039)

WHEREAS, Contour Development, LLC, (the "applicant") has requested approval of a rezoning, preliminary plat and preliminary planned unit development (PUD) plan for "Pioneer Trail Industrial Park" an industrial subdivision on the 56.86-acre property legally described as follows:

See Attachment A

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORCORAN, MINNESOTA, that the Corcoran City Council hereby dies deny the request, based on the following findings and conditions:

- The PUD flexibility requested by the applicant results in deviations from the applicable
 provisions of the Zoning Ordinance that are not offset by the PUD benefits proposed by
 the applicant and, therefore, are in conflict with the applicable PUD provisions of the
 ordinance.
- The planned development will have an adverse impact on the reasonable enjoyment of the neighborhood property. The property is zoned Light Industrial, but the developer has not provided adequate landscaping to buffer the development from the residential properties to the northwest, north and northeast.
- 3. The quality of the building and site design proposed by the PUD plan does not substantially enhance the aesthetics of the site, demonstrate higher standards, more efficient and effective uses of streets, utilities and public facilities and create a public benefit that is greater than what would be achieved through the strict application of the primary zoning regulations.

VOTING AYE	<u>VOTING NAY</u>
☐ McKee, Tom	
☐ Bottema, Jon	☐ Bottema, Jon
□ Nichols, Jeremy	☐ Nichols, Jeremy
□ Schultz, Alan	☐ Schultz, Alan
□ Vehrenkamp, Dean	Vehrenkamp, Dean

Whereupon, said Resolution is hereby dec	clared adopted on this 12 th day	y of January 2023.
	Tom McKee - Mayor	
ATTEST:		
Michelle Friedrich – City Clerk		City Seal

ATTACHMENT A

Parcel A:

The West 561.81 feet of the Southwest Quarter of the Southeast Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota, EXCEPT that part taken for State Highway No. 55.

And

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Parcel C:

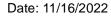
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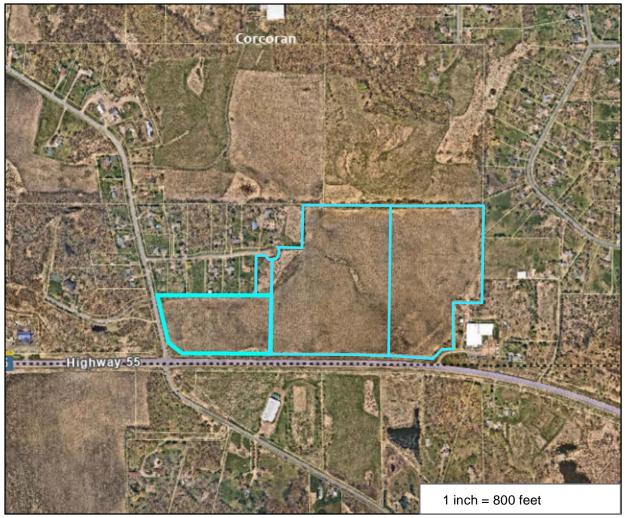
Also that part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 119, Range 23, Hennepin County, Minnesota lying East of the centerline of Pioneer Trail and lying South of the North 757.00 feet thereof.

ABSTRACT PROPERTY



Hennepin County Property Map





PARCEL ID: 3211923340013

OWNER NAME: Landspec Fund 2 Llc

PARCEL ADDRESS: 6210 Pioneer Tr, Corcoran MN 55357

PARCEL AREA: 9.81 acres, 427,195 sq ft

A-T-B: Abstract

SALE PRICE: \$814,780

SALE DATE: 01/2005

SALE CODE: Vacant Land

ASSESSED 2021, PAYABLE 2022 PROPERTY TYPE: Farm HOMESTEAD: Non-Homestead MARKET VALUE: \$192,600 TAX TOTAL: \$2,072.26

ASSESSED 2022, PAYABLE 2023 PROPERTY TYPE: Farm HOMESTEAD: Non-Homestead MARKET VALUE: \$229,600

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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To: Kevin Mattson, City of Corcoran From: Kent Torve, City Engineer

Steve Hegland, PE

Project: Pioneer Trail Industrial Park Date: 11/21/22

Exhibits:

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

- 1. Planned Unit Development Project Civil Plans, Prepared by Civil Engineering Site Design, Dated 11/02/22
- 2. Pioneer Trail Industrial Park Drainage Analysis, Prepared by Civil Engineering Site Design, Signed and Dated 9/20/22
- 3. Pioneer Trail Industrial Park Landscaping Plan, Prepared by Inside Outside Architecture Inc. Dated 11/0122

Comments:

General:

- 1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
- 2. In addition to engineering related comments per these plans, the proposed plans are subject to addition planning, zoning, land-use, and other applicable codes of the City of Corcoran.
- 3. Final approval by the Elm Creek Watershed Management Commission must be attained before any site grading or activity may commence.
- 4. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of Pioneer Trail without the City's permission. Should any lane restrictions be necessary, the Contractor shall notify the City at least 48 hours in advance and provide a Traffic Control Plan.
- 5. An encroachment agreement shall be required for all site improvements or items placed within the City ROW or easements.
- 6. It is anticipated that additional landscaping will be necessary on some of the lots. Additional landscaping shall be placed to avoid conflict with city infrastructure or future infrastructure corridors.

Plat:

- The applicant shall have all drainage and utility easements provided and shown and all platting
 requirements met per the City Code. Drainage and utility easements (5' 10') shall be provided along
 property lines, as standard per City requirements.
- 2. Where cul-de-sac leaves the ROW, an individual roadway easement shall be provided.
- 3. An access easement shall be provided to Outlot A.

Erosion Control/SWPPP

1. Provide additional silt fencing in these areas to reduce off-site runoff:

November 21, 2022 Pioneer Trail Industrial Park Kevin Mattson Page 2 of 4

- a. Extend silt fence west on the north side of Kimberly to Pioneer Trail on sheet C6.1
- b. Close the gap between the silt fence on southeast corner of sheet C6.2
- c. Extend silt fence east and include j-hooks along the swale on the north side of lot 2 block 2 on sheet C6.3
- 2. Provide inlet protection along the upstream side for the Pioneer Trail drainage ditch culvert.

Transportation

- 1. All roads shall be signed for no parking with no parking signs including all cul-de-sacs. Final sign location to be coordinated at time of final plat.
- 2. The turn lanes into the project site are anticipated to be a City-led project. The developer shall establish an escrow prior to the turn lanes being designed and publicly bid.
- 3. All parking areas shall have concrete curbing and a paved surface.
- 4. The applicant shall document that the existing septic easement is necessary and that the easement holder does not want the easement vacated at this time. If easement can be vacated, the roadway should be extended east as far as conditions allow. If easement can not be vacated, additional agreements will be required for roadway encroachment into easement.
- 5. The Cul-de-sac shall have concrete curb and gutter.
- 6. The eastern cul-de-sac elevation may need to be lowered so when extended in the future it may be extended to adjacent property for entry. Additional coordination will be necessary with the city prior to construction drawings.

Site Plans

- 1. Street lighting locations shall be reviewed by public safety and final lighting locations shall be determined at the time of final plat.
- 2. Sidewalk and trails shall be shown and labeled on road plans.
- 3. The applicant is proposing the small utility corridor between the sidewalk and roadway along the south side of Kimberly Lane in front of Lot 3. The utility corridor should be behind the sidewalk which may necessitate the trees being moved closer to the parking lot.
- 4. The small utility corridor between Sta 0+00 and 12+00 should be moved north of the right of way where space allows. This may cause some adjustments to the tree locations in this area.

Grading /Stormwater

- 1. A stormwater management plan shall be in accordance with City of Corcoran and Elm Creek Watershed Management Commission Standards.
- 2. All pedestrian ramps shall be ADA compliant and detailed designs shall be provided for all landings showing elevations in compliance with those requirements.
- 3. All slopes shall be a maximum of 4:1 in areas to be maintained. All drainage swales shall be a minimum of 2%.
- 4. Building elevations are only shown for Lot 3. All buildings shall meet City of Corcoran grading and separation standards at time of final construction documents.
- 5. The stormwater management plan shall account for the added impervious surface from the Pioneer Trail Turn Lanes.

- 6. FES-B size should be the same as the storm sewer line it connects to.
- 7. Outlet of FES-F identifies a 20'x20' plunge pool. show full impacts of this plunge pool to ensure to WCA impacts.
- 8. Several trees are shown within the footprint of the pond and below the HWL. These should be relocated.
- 9. A swale will be necessary on the north side of Kimberly Lane adjacent to the existing homes to ensure that runoff is not directed onto adjacent properties but is maintained on the site.
- 10. Sumps will be required in all storm structures with drops in of 18" or greater as well as the last accessible structures prior to stormwater basin. The 18" drop applies to:
 - o CB-212
 - o CB-213
 - o CB-214
- 11. Provide rational calculations to confirm all pipe sizes and inlet capacity at the time of final plat. The calculations provided should adhere to the following:
 - Street drainage shall be sufficient to manage the 10-year event.
 - o A typical CB inlet capacity is 2 to 2.5 CFS, and CBs shall be spaced accordingly.
 - If capacity is not limited to 2-2.5cfs, spread and inlet capacity calculations shall be required to ensure flooding.
- 12. Clarify how stormwater runoff will reach pond 10P for lot 2 on block 1 and 20P for lot 1 block 2. It is not clear if stubs will be provided or if they will drain directly into the pond.
- 13. All walls higher than 4' shall be designed by a certified engineer and the design and certification of those walls shall be provided to the city.
- 14. Clarify filtration basin design:
 - Two filtration basin details (STO-20 and "Filtration Basin with Liner") on C8.2 are shown with conflicting depths of media and material. It is assumed the clay liner detail will be used and may be beneficial to augment STO-20 to just show trench drain detail.
 - Filtration Basin with Clay Liner detail on C8.2:
 - Revise the invert depth note. Note states the Invert of the pipe to start 1.3' below bottom, but the details show invert of pipe will be 2.5 from the bottom.
 - Revise invert elevations for draintile in basins. The current ending invert is 1006.6 for basin 20P at 0.5% slope the top of pipe would be 1008.6 or 1.4' of cover which is less than cover required by design requirements for filter media plus rock cover.
- 15. Clarify the cross-section detail for the "pre-treatment basin detail" on sheet C8.2. Pre-treatment device does not appear on plans or match basin elevations.
- 16. Revise calculation summary table or drainage map subcatchment nomenclature to match. For example 1P in the calculation summary table corresponds to 1S on the drainage map.

Discharge Points

- 1. Provide an analysis of the downstream/offsite drainage system to demonstrate the proposed project does not negatively impact downstream wetlands and provide NWL and HWL in proposed conditions. This will help resolve items below:
 - NW Well placement. City well must be 65' from HWL of wetland or ponds. The HWL of the NW wetland is unknown.
 - SW.- Impact of increased volume. Volume for 2-year event increased by 1.9 acre-feet from 1.0 acre-feet in existing to 2.9 acre-feet in proposed.

November 21, 2022 Pioneer Trail Industrial Park Kevin Mattson Page 4 of 4

- SE Impact of volume reduction to the Medina wetland bank. Volume for 2-year event decreased by 0.7 acre-feet from 1.0 acre-feet in existing to 0.3 acre-feet in proposed.
 - May be beneficial to delineate the watershed to this wetland and involve WCA in this discussion as to the effect of the reduction in drainage area to the wetland hydrology.
 - Supplemental drainage from Pella roof runoff may be alternative source. During a 2year event the 70,000 ft² roof would supply an additional 0.4 acre-feet.
- 2. Provide 2008 Corrective/Drainage Rights agreement for City review as referenced in Note 13 of the ALTA

Utilities/Watermain/Sanitary Sewer

- 1. Gas, electric, and other private and public utilities are located adjacent and/or on the property. Preservation of existing easements and coordination with all public and private utilities must be conducted prior to commencing any grading or construction.
- 2. It is assumed that from Sta 0+00 to Sta 9+00 that the small utilities will be on the northern side of the road. That area identifies a tree line to be preserved. Identify small utility corridor to update tree preservation to show what will actually be able to be saved through construction.
- 3. The watermain should not be on the opposite side of the roadway in front of Lots 1 and 2 Block 2. This would require both trees and small utilities to be impacted with future utility installation.
- 4. Landscaping plan shows no trees in front of Lot 1 Block 1. If this is updated in the future, utilities may need to be adjusted to accommodate future impacts.
- 5. The utility layout from Future MH 4 to the northern stub should be adjusted west to accommodate future well site and avoid impacts with pond.
- 6. The future sanitary sewer and watermain layouts are too close to the ponds in outlots A and B. The excavations and their sloping would be within the ponds and the normal bounce of the ponds.

End of Comments



8200 County Road 116, Corcoran, MN 55340

763.420.2288
E-mail - general@ci.corcoran.mn.us / Web Site – www.corcoranmn.gov

Memo

To: Planning (Planners Lindahl and Davis McKeown)

From: Lieutenant Burns

Date: October 5, 2022

Re: City File 22-039 Pioneer Trail Industrial Park

Preliminary Plat, Preliminary PUD, Rezoning

A Public Safety plan review meeting was held on October 5, 2022. In attendance were: Lieutenant Ryan Burns, Police Chief Gottschalk, Planner Davis McKeown, Fire Chief Feist, Fire Chief Leuer, Fire Chief Malewicki, Building Official Geske, and Construction Services Specialist Pritchard. The comments below are based on the plans received by the City on September 21, 2022 and are intended as initial feedback as further plan review will need to be completed as construction plans and information regarding confirmed uses becomes available.

- 1. More information needs to be provided about the fire suppression system serving the storage units as well as the other lots.
- 2. A turn radius exhibit and drive aisle width dimension is required, particularly for the proposed storage units. The proposed 90-degree angles look like they may not accommodate emergency vehicles.
- 3. Fire access needs to be provided around the entirety of Building E on the proposed storage site.
- 4. There must be fire access on the east of the proposed storage buildings; the plans appear to indicate that the area east of the buildings will not be accessible.



October 11, 2022

Metropolitan District Waters Edge Building 1500 County Road B2 West Roseville, MN 55113

Dwight Klingbeil, Planning Assistant City of Corcoran 8200 County Road 116 Corcoran MN 55340

MnDOT Review #P22-060 SUBJECT:

> **Pioneer Trail Industrial Park** NE quad MN55 and Pioneer Trail Corcoran, Hennepin County

Dear Dwight Klingbeil:

Thank you for the opportunity to review the preliminary plat and PUD preliminary plan for Pioneer Trail Industrial Park development. MnDOT has reviewed the documents and has the following comments:

Traffic:

An Intersection Control Evaluation (ICE) report is needed for any traffic control changes at MN55 and Pioneer Trail. MnDOT will need to review that ICE report when it is completed. A traffic signal will not be installed based on anticipated growth beyond a reasonable period of time. Additional information on ICE reports and signal justification within Metro District can be found here: https://edocs-

public.dot.state.mn.us/edocs public/DMResultSet/download?docId=700081

Questions on these comments should be directed to Eric Lauer-Hunt, MnDOT Metro West Area Traffic, eric.lauer-hunt@state.mn.us or telephone: 651-234-7875.

Pedestrian/Bicycle:

MnDOT recommends the developer consider including facilities within the development that make pedestrian and bicycle travel safe and convenient.

For questions regarding this comment, contact Michael Samuelson, MnDOT Multimodal Planning, at Michael.Samuelson@state.mn.us or 651-234-7798.

Water Resources:

The development will require a drainage permit. Any projects adjacent to MnDOT Right-of-Way or connecting to MnDOT drainage facilities will require a MnDOT drainage permit to ensure that current drainage rates to MnDOT right-of-way will not be increased. The drainage permit application, including the information below, should be submitted online to: https://dotapp7.dot.state.mn.us/OLPA/

The following information must be submitted with the drainage permit application:

- 1) A grading plan showing existing and proposed contours.
- 2) Drainage area maps for the proposed project showing existing and proposed drainage areas. Any off-site areas that drain to the project area should also be included in the drainage area maps. The direction of flow for each drainage area must be indicated by arrows.
- 3) Drainage computations for pre and post construction conditions during the 2, 10, 50 and 100 year rain events.
- 4) Time of concentration calculations.
- 5) An electronic copy of any computer modeling used for the drainage computations.
- 6) See also the attached Drainage Permits Checklist for more information.

Once a drainage permit application is submitted, a thorough review will be completed and additional information may be requested.

Please direct questions concerning drainage issues to Jason Swenson, MnDOT Metro Water Resources at (651-234-7539) or <u>Jason.Swenson@state.mn.us</u>.

Permits:

As mentioned previously a drainage permit will be required. Any other use of, or work within or affecting, MnDOT right of way will require a permit.

Permits can be applied for at this site: https://olpa.dot.state.mn.us/OLPA/. Please upload a copy of this letter when applying for any permits.

Please direct questions regarding permit requirements to Buck Craig of MnDOT's Metro Permits Section at 651-775-0405 or Buck.Craig@state.mn.us.

Review Submittal Options

MnDOT's goal is to complete reviews within 30 calendar days. Review materials received electronically can be processed more rapidly. Do not submit files via a cloud service or SharePoint link. In order of preference, review materials may be submitted as:

- 1. Email documents and plans in PDF format to metrodevreviews.dot@state.mn.us. Attachments may not exceed 20 megabytes per email. Documents can be zipped as well. If multiple emails are necessary, number each message.
- 2. PDF file(s) uploaded to MnDOT's external shared internet workspace site at: https://mft.dot.state.mn.usmetrodevreviews.dot@state.mn.us. Contact MnDOT Planning development review staff at for uploading instructions and send an email listing the file name(s) after the document(s) has/have been uploaded.

If you have any questions concerning this review, please contact me at <u>faith.xiong@state.mn.us</u> or (651) 234-7723.

Sincerely,

Faith Xiong Principal Planner

Copy sent via E-Mail:

Buck Craig, Permits Lance Schowalter, Design Jason Swenson, Water Resources Eric Lauer-Hunt, Traffic Brandon JB Nelson, Surveys Kimberly Zlimen, Transit Ben Klismith, Area Engineer Michael Samuelson, Multimodal Natalie Ries, Noise Michael Kowski, Maintenance Jed Hanson, Metropolitan Council Bethany Brandt-Sargent, Metropolitan Council



September 20, 2022

Revised: November 1, 2022

Kendra Lindahl – City Planner Members of the City Council and Planning Commission

City of Corcoran 8200 County Road 116 Corcoran, MN 55340

Re: PIONEER TRAIL INDUSTRIAL PARK
Preliminary Plat, Rezone, PUD Preliminary Plan

Ms. Lindahl and Members of the City Council/Planning Commission:

Contour Development LLC is pleased to present this request for Preliminary Plat, Rezone, and PUD Preliminary Plan for a proposed five lot commercial/industrial development located northeast of the intersection of Highway 55 and Pioneer Trail.

Overview

Land Area: 56.86 acres

• Existing Zoning: I-1, Light Industrial

Proposed Zoning: PUD based on Light Industrial

• Lots: 5 Lots, 1 Outlot

Access: New internal public street connecting to Pioneer Trail

Utilities: Well and Septic with corridors reserved for future city utilities

Purpose: Project will fulfil unmet demand for industrial lots along the

Highway 55 corridor in southwest Corcoran

Request

Contour Development LLC is seeking approval for a Preliminary Plat, Rezone to PUD, and PUD Preliminary Plan for the entire site to develop commercial/industrial lots in southwest Corcoran. The project will consist of five commercial/industrial lots and one outlot. A public street, to be known as Kimberly Lane, is proposed for the development to provide access to the various lots and to meet the City's long-term transportation plan for the area. Individual well and septic sites are proposed to serve the lots, however corridors are being reserved to serve the property with city sewer and water when those services are available to the area.

Lot Users

Lot 1, Block 1: Conceptual lot reserved for future use

Lot 2, Block 1: In negotiations for industrial user for office/warehouse as shown

Lot 3, Block 1: Under contract with Pella for office/warehouse as shown

Lot 1, Block 2: Conceptual lot reserved for future use

Lot 2, Block 2: Under contract with Park Place Storage for storage condominiums

PUD Discussion

Based on several meetings with city staff and sketch plan reviews with City Council, it was determined that a PUD is required to meet the project needs. This is primarily due to the need for a public street to bisect the property while allowing adequate depth for industrial lots along Highway 55. Additionally, a PUD is required to allow for development of the property ahead of City sanitary sewer and water being available to the property. PUD flexibility is being requested for the following items:

- Development ahead of City services (sanitary sewer and water)
- Parking setback of 70 feet to Highway 55 right of way
- Parking setback of 18 feet to Kimberly Lane (proposed internal public street)
- Building/parking setback of 36 feet to Kimberly Lane for lots north of Kimberly Lane
- Signage to be allowed on both sides of building for lots south of Kimberly Lane
- Building materials consisting of insulated metal panels be allowed for lots north of Kimberly Lane
- Landscape tree requirement to be spread throughout the site
- Reduction in landscape shrub requirement for lots north of Kimberly Lane
- Outside storage for Lot 1, Block 2
- Allowable impervious area of lots of up to 80 percent
- Allow creation of an outlot without frontage (Outlot A for city well site)

Development Ahead of City Services (sanitary sewer and water)

The Municipal Urban Service Area (MUSA) is not on the horizon for the subject site and may not be for 20 years or more. There are users in the marketplace today for lots along the Highway 55 corridor. The proposed development is being done creatively by using well and septic, while preserving corridors for future city services, to bring commercial tax base and jobs to the city of Corcoran ahead of city services.

Parking and Building Setbacks

For the lots south of Kimberly Lane, a reduced parking setback to Highway 55 and Kimberly Lane is needed to provide reasonably deep buildings to attract commercial and industrial users to the area. Building depths below 180 feet are difficult to lease/sell and would be detrimental to the project.

For the lots north of Kimberly Lane, a reduced parking and building setback of 36 feet is being requested to allow for the plan of development to be consistent with the concept plan previously reviewed by the city. Under the previous plan, 66 feet right of way was proposed for Kimberly Lane, which is required by code. However, the city is requesting that 80 feet of right of way be dedicated for Kimberly Lane. The storage condominiums being proposed on Lot 2, Block 2 need to meet certain depths to be marketable, and this reduced setback will allow for proper building depths and maneuverability through the site.

Signage for Lot 1 – 3, Block 1

It is expected that each lot will have a free-standing sign as allowed by code. The lots south of Kimberly Lane have frontage on Highway 55 and Kimberly Lane. The frontage on Highway 55 is what makes this site attractive to prospective users, including Pella. Users will want to have building signage facing Highway 55 for marketing purposes but will also require building signage along Kimberly Lane to direct customers and deliveries to the appropriate space. The signage code allows signage on up to 10% of the building face along one side of the building. It is requested that the building signage be permitted to be split between the two sides of the building having frontage on Highway 55 and Kimberly Lane. This request is not for an increase in total signage area, but to have signage on both frontages.

Building Materials for Lot 1 and 2, Block 2

Building materials consisting of insulated metal panels for the two lots north of Kimberly Lane are being requested based on the proposed use, and the ability of the insulated metal panels to provide a more attractive building than some of the materials otherwise allowed by code. These building materials were presented to city council during the sketch plan review process and were determined to be acceptable at that time. Architectural plans and a color rendering for the storage condominiums has been provided in the application materials. At this time, there is no user for Lot 1, Block 2, but it is expected that the building will be of similar quality and materials as the storage condominiums.

Landscaping

It is expected that the lots south of Kimberly Lane can and will meet all the landscape code requirements. However, the lots north of Kimberly Lane do not have adequate space for foundation plantings around all the buildings. This is due to the need for the storage buildings to have overhead doors on both sides of the buildings. Therefore, it is requested that the landscape shrub requirement for the lots north of Kimberly Lane be reduced to an amount that is feasible to fit within the green space provided. See landscape plan in application materials for further information.

Additionally, it is requested that some of the required landscape trees for Lot 2, Block 2 be allowed to be shifted to Lot 1, Block 2 to provide more impactful screening along the western edge of the site. Placing trees in the pond area to the west of Lot 1, Block 2 will provide better screening to the Wagon Wheel neighborhood and will not require overcrowding of trees on the Lot 2, Block 1 site.

Outside Storage for Lot 1, Block 2

There is not a user identified for Lot 1, Block 2, however there has been interest in lots with outside storage. To meet this demand, it is proposed to have outside storage for Lot 1, Block 2. It is understood that outside storage is a Conditional Use in the Light Industrial (I-1) zoning district, and that any outside storage will be required to meet the code requirements, including screening from public streets and surrounding properties.

Allowable Impervious Area

Allowable impervious area of lots of up to 80 percent is being requested because shared stormwater basins are proposed for the site. Per the proposed site plan, only Lot 2, Block 2 exceeds the allowable 70 percent impervious. This is due to the storage condominiums requiring additional paved site areas so that customers can maneuver RVs and trailers through the site to access units. The total lot area (excluding the outlot) is 50.61 acres. Per the proposed site plan, the total measured impervious area for the lots is about 25.5 acres, which equates to about 50 percent impervious. Flexibility on the allowable imperviousness of the lots is warranted because the overall imperviousness of the project will not be greater than what is allowed by code.

Creation of an Outlot without Frontage

The city engineer has requested that an outlot be platted within the project for a future city well site. Discussions with the city engineer determined that the best location for the well site is in the northwest corner of the site. This portion of the site does not have frontage on a public street. Easement will be provided over Lot 1, Block 2 for access to the well site

PUD Public Benefits

The proposed development is being done creatively by using well and septic, while preserving corridors for future city services, to bring commercial tax base and jobs to the City of Corcoran ahead of city services.

The proposed development provides an increased 80 foot right of way for Kimberly Lane to meet the City's long-term transportation plan for the area, where only a 66 foot right of way is required by code.

The proposed development provides an outlot to be deeded to the city for a future well location.

The proposed development saves trees along the Wagon Wheel boundary line to the maximum extent practical to provide additional screening above the screening proposed on the plans.

General Discussion

As stated, there are users identified for Lot 3, Block 1 and Lot 2, Block 2. It is expected that the building materials and general architectural design for Lot 2, Block 1 will be consistent with Lot 3, Block 1 and that the building materials and general architectural design for Lot 1, Block 2 will be consistent with Lot 2, Block 2. It is expected that Lot 1, Block 1 will meet the I-1 zoning

requirements and all architectural design requirements. It is understood that each lot will require site lighting per code. No deviation from lighting requirements is being requested at this time.

Both the Pella project and Park Place Storage condominiums are necessary to make this project financially viable. If flexibility is not granted to allow these first two uses, the project is not feasible, and these users will need to find alternative sites. It is unlikely that we will be able to secure two different users for these lots in the near term, meaning this site will continue to sit vacant for the foreseeable future.

Schedule

Grading is scheduled to commence in the spring of 2023. Street and utility construction is scheduled for Summer 2023. Pella and Park Place Storage both plan to begin building construction in Summer 2023. While still in negotiations, initial discussions would have the industrial user for Lot 2, Block 1 starting construction in Summer 2023.

Closing

We are excited to partner with the City of Corcoran to bring this development and these businesses to the community. Your guidance and feedback are welcomed. If you have any questions or require further information, please contact me at 612-730-2265 or via email at jradach@contourcd.com.

Respectfully,

Joseph Radach PE Contour Development LLC

8195 Vernon Street

gre T. K

Rockford, MN 55373

From: <u>jradach@contourcd.com</u>
To: <u>Kendra Lindahl, AICP</u>

Cc: "Luke Appert/USA"; "Jon Rausch/USA"

Subject: Pioneer Trail Industrial Park - parking deviation request

Date: Friday, December 9, 2022 7:57:01 AM

Attachments: <u>image001.png</u>

Kendra,

The purpose of this email is to officially request PUD flexibility for a deviation in the required parking for Lot 2 and Lot 3, Block 1. We are requesting that the warehouse parking requirement be reduced from 1 space per 1,500 sf to a more typical requirement of 1 space per 2,000 sf. The request is being made in general based on the following supporting information:

• Most cities in the metro area require warehouse parking based on maximum employees on the largest shift, but not less than 1 space per 2,000 sf.

Blaine: 1 space per 2,000 sf
Brooklyn Park: 1 space per 2,000 sf
Columbus: 1 space per 2,000 sf
Coon Rapids: 1 space per 2,000 sf
Dayton: 1 space per 2,000 sf
Plymouth: 1 space per 2,000 sf
Woodbury: 1 space per 2,000 sf

• I personally have been involved in developing office/warehouse buildings in Blaine, Brooklyn Park, Columbus, Coon Rapids and Dayton and we have never had an issue with these buildings being under parked at 1 per 2,000 sf.

Specifically for the Lot 3, Block 1 (Pella) the request is based on the following supporting information:

- Pella expects to have 60 employees for the initial build of the project and growing to 70
 employees by building expansion. Proposed parking is more than adequate for the proposed
 use.
- The office portion of the building is estimated at 24,880 sf, which requires 124 spaces per the code requirement of 1 space per 200 sf of office.
- The warehouse portion of the building is estimated at 57,855 sf and 30,000 sf expansion for a total of 87,855 sf. This would require 44 spaces assuming 1 space per 2,000 sf.
- Per the above, the total required parking would be 168 spaces. The plan proposes 172 parking spaces, which in our opinion is more than adequate for the full buildout of the site.

Specifically for Lot 2, Block 1 (future office/warehouse) the request is based on the following supporting information:

- Total floor area of building is 94,000 sf. We anticipate this building will have 15% office (14,100 sf) and 85% warehouse (79,900 sf).
- Per the above, the office parking requirement is 71 spaces, and the warehouse would require 40 spaces assuming 1 space per 2,000 sf.

- Per the above, the total required parking would be 111 spaces. The plan proposes about 112 parking spaces, which in our opinion is more than adequate for the anticipated use.
- There is space on the west side of the site to add about 19 more spaces, which would be enough parking for a 20% office and 80% warehouse split.

We respectfully request that you consider our request for a reduced parking requirement for Lot 2 and Lot 3, Block 1 based on the evidence provided above. If you have any questions or require further information, please let me know. We will be following up with the other requested information later today and Monday.

Thanks,

Joe

Joseph Radach PE

612-730-2265 jradach@contourcd.com



From: <u>jradach@contourcd.com</u>
To: <u>Kendra Lindahl, AICP</u>

Cc: "Jon Rausch/USA"; "Luke Appert/USA"

Subject: Pioneer Trail Industrial Park - hours of operation

Date: Friday, December 9, 2022 10:07:36 AM

Attachments: <u>image001.png</u>

Kendra,

The purpose of this email is to respond to the planning commission questions regarding hours of operation for the proposed lots. In general, we are requesting that no limitations be placed on hours of operation for any of the proposed lots within the project. Limiting lots to certain hours of operation is detrimental to the project and has resulted in similar projects failing due to unsaleable lots based on operational restrictions. Practically speaking, with the exception of Lot 1, Block 1 (convenience store w/fueling), we anticipate these lots to operate similar to typical office/warehouse uses where hours of operation generally fall within normal business hours. Lastly, if a use were proposed that the planning commission and/or city council felt the need to restrict the hours of operation, we would ask that those restrictions be discussed at the final approval of the specific lot and not applied at the preliminary PUD stage over the entire development or individual lots.

More specifically, we offer the following:

Lot 1, Block 1 – Convenience Store w/fueling (conceptual use)

• Anticipated hours of operation are 24/7

Lot 3, Block 1 – Pella Office/Warehouse

- Typical hours of operation are 6am to midnight
- Pella runs two shifts, being generally 7am to 3pm and 3pm to 11pm
- Pella expects between 10 and 15 trucks per day consisting most of box trucks with a few semis
- Pella has approximately 10 services vans that will be coming and going throughout the day

If you have any questions or require further information, please let me know.

Thanks,

Joe

Joseph Radach PE

612-730-2265

iradach@contourcd.com

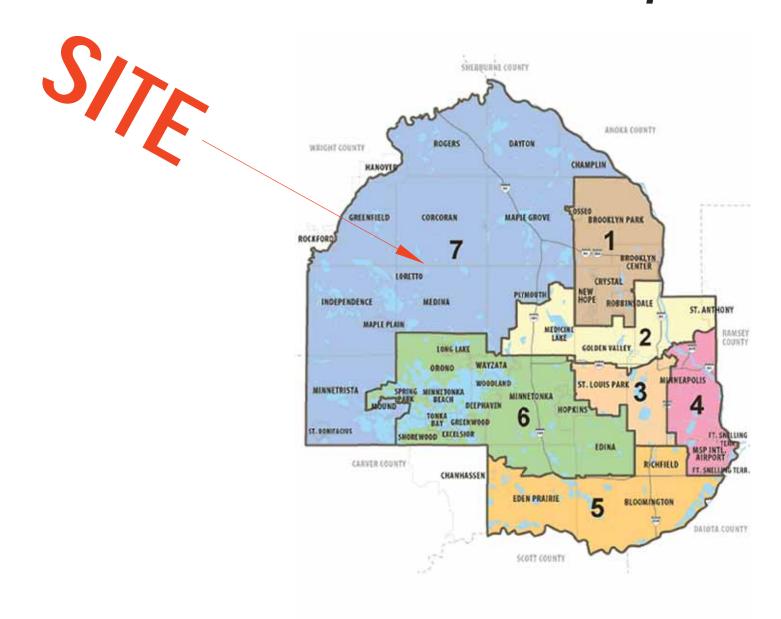


PIONEER TRAIL INDUSTRIAL PARK

PLANNED UNIT DEVELOPMENT PROJECT CORCORAN, MN



MINNESOTA



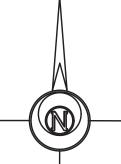
HENNEPIN COUNTY



CITY OF CORCORAN, MN



PROJECT LOCATION



INDEX OF CIVIL SITE DRAWINGS:

CO PROJECT LOCATION PLAN
C1.0 OVERALL LAYOUT PLAN
C1.1-1.4 PRELIMINARY PLAT & GHOST PLAN
C2.1-2.3 GRADING AND DRAINAGE PLANS
C3.1-3.3 SANITARY AND WATER UTILITY PLANS
C4.1-4.3 STORM SEWER UTILITY PLANS
C5.1-5.3 STREET PROFILE PLAN

C5.1-5.3 STREET PROFILE PLAN
C6.1-6.3 STORM WATER POLLUTION PREVENTION PLANS
C7.1-7.3 EXISTING CONDITIONS & REMOVAL PLANS
C8.1-8.2 DETAILS

1 PRELIMINARY SITE PLAN PELLA BUILDING D.1 PRELIMINARY SITE PLAN PARKSIDE STORAGE CONTOUR

DEVELOPMENT, LLC

/ELOPMENI, LL 8195 Vernon Street

Rockford, MN 55373

Joe Radach 612-730-2265 jradach@contourcd.com

PROJECT

10 Pioneer Trail an, Minnesota 55340

NNED UNIT DEVELOP 6210 Pioneer Corcoran. Minneso

CIVIL ENGINEERING
SITE DESIGN

118 East Broadway St.

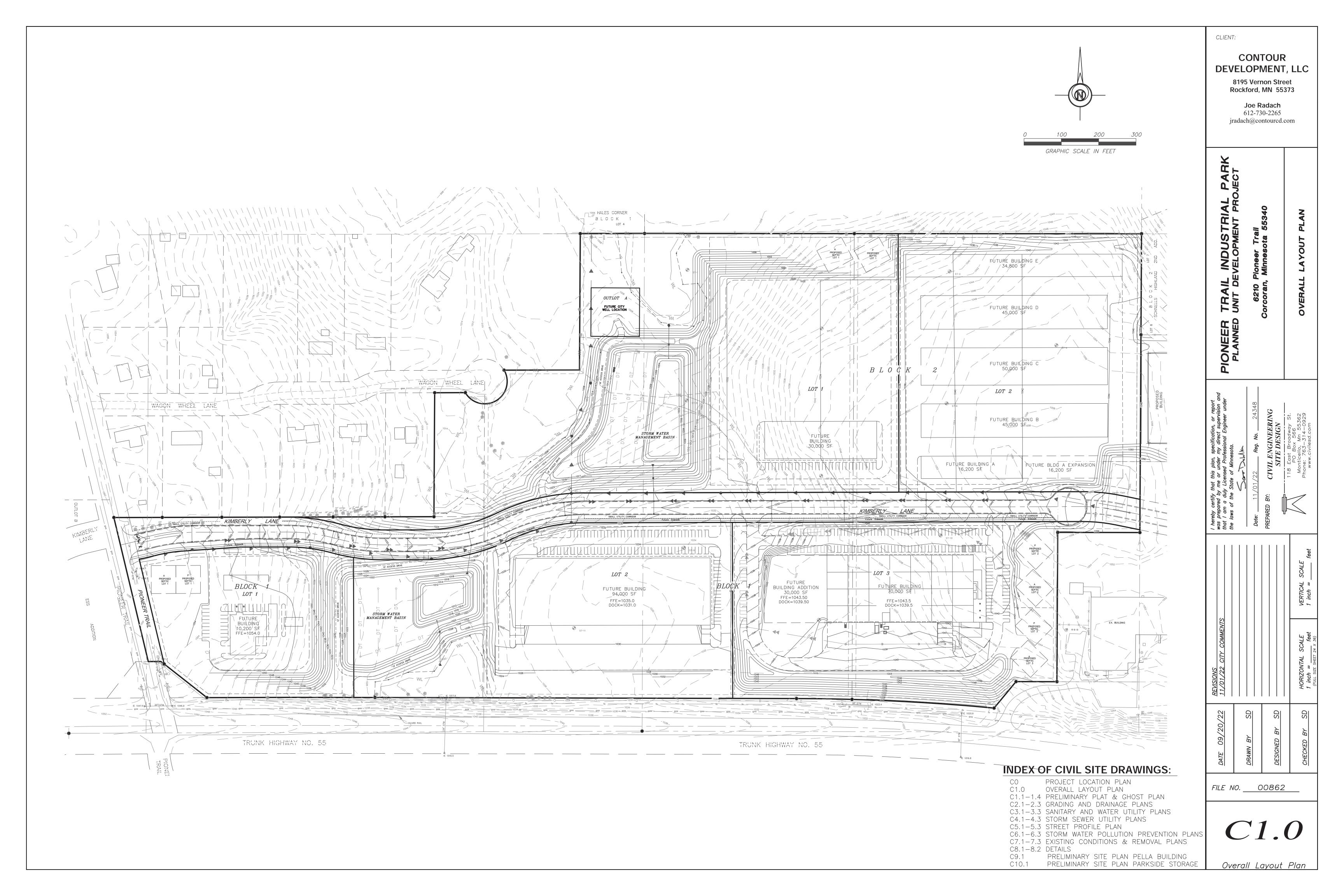
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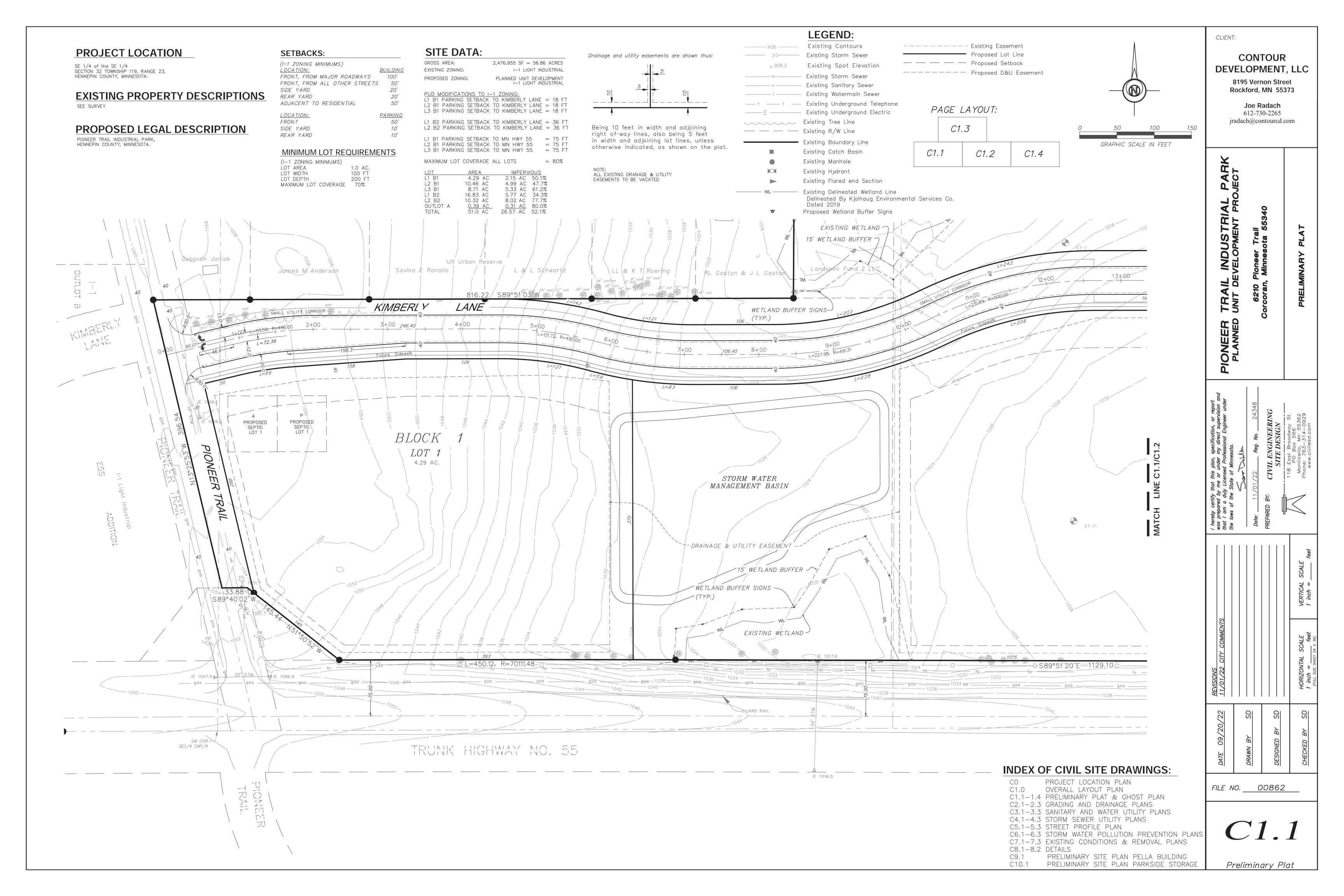
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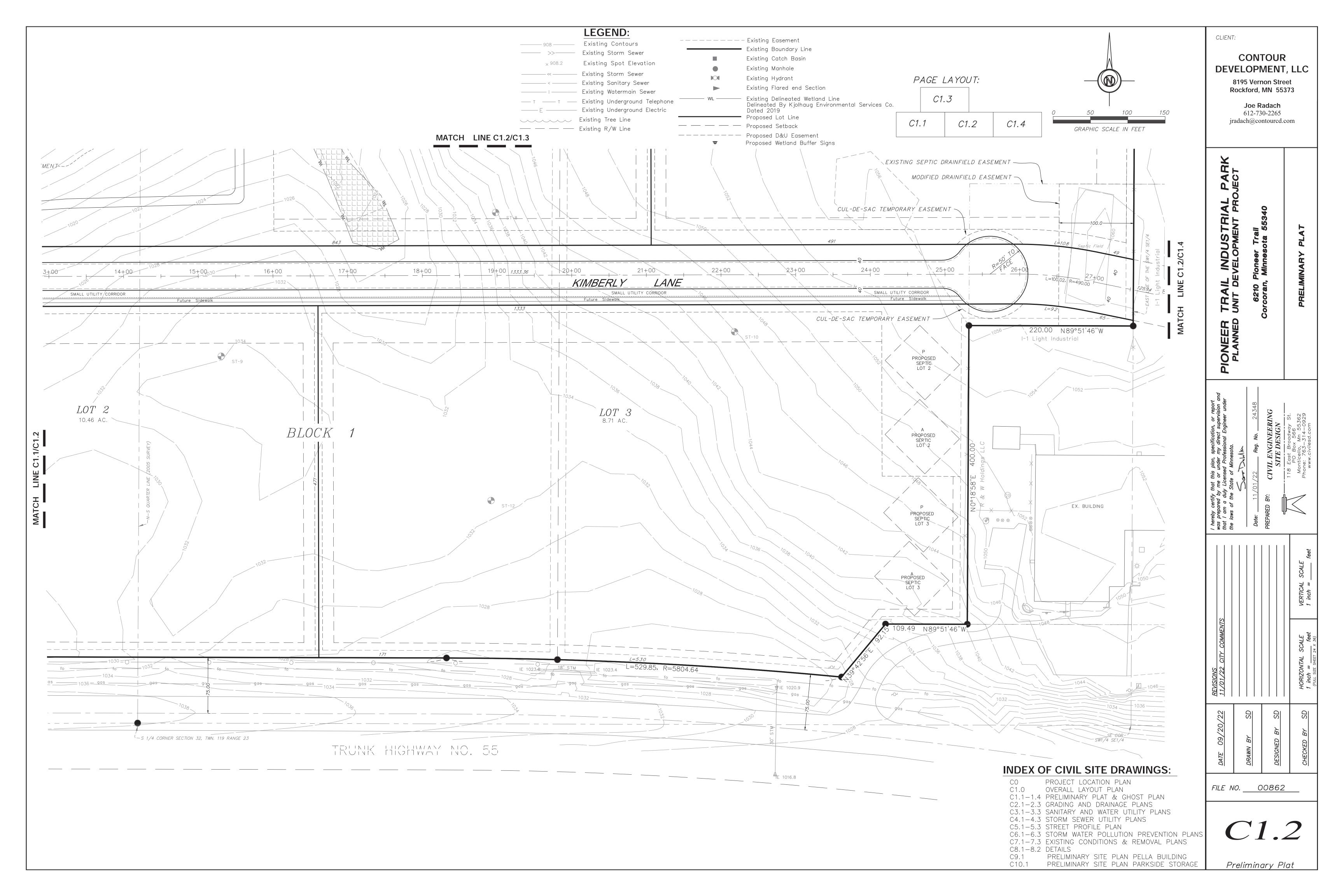
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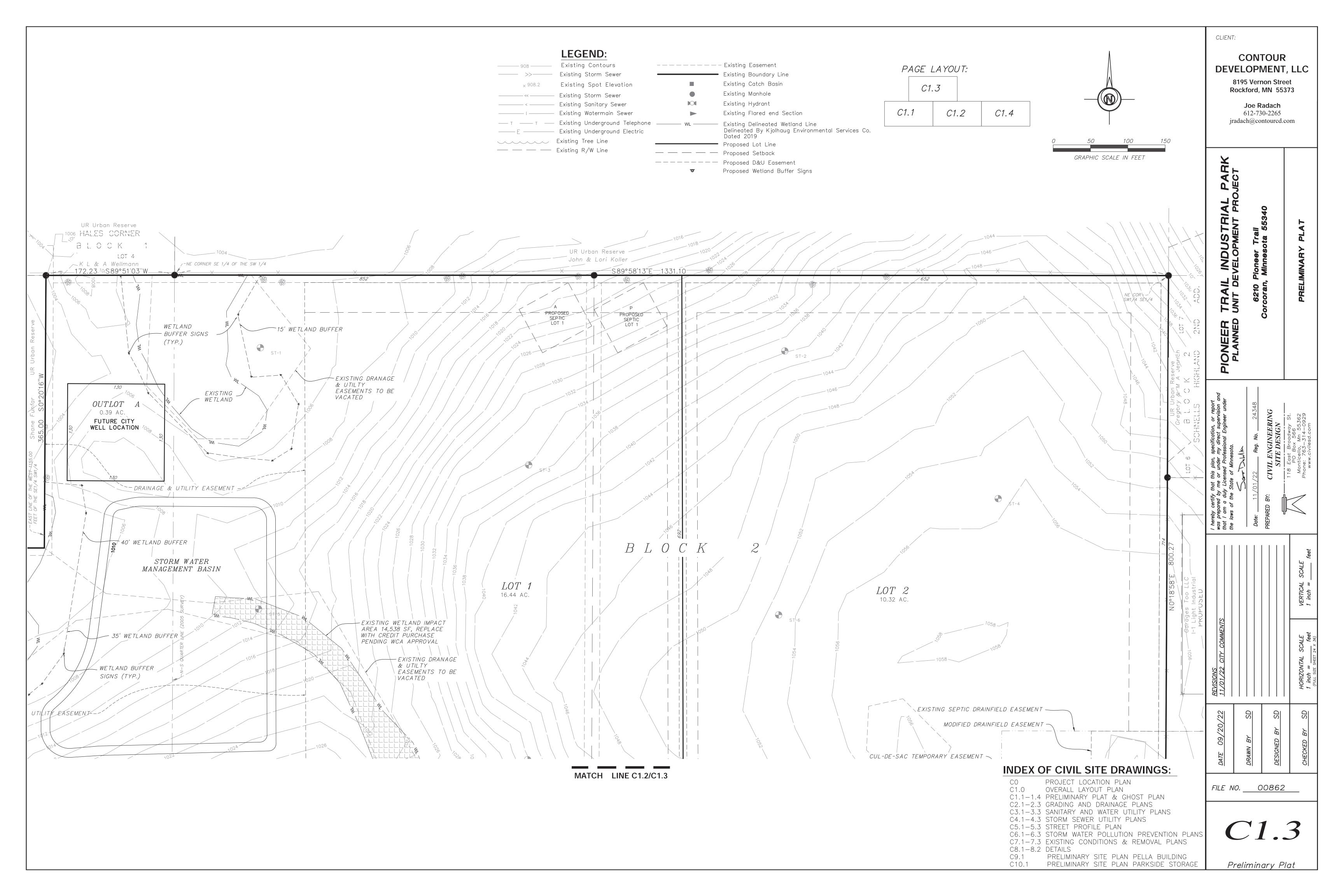


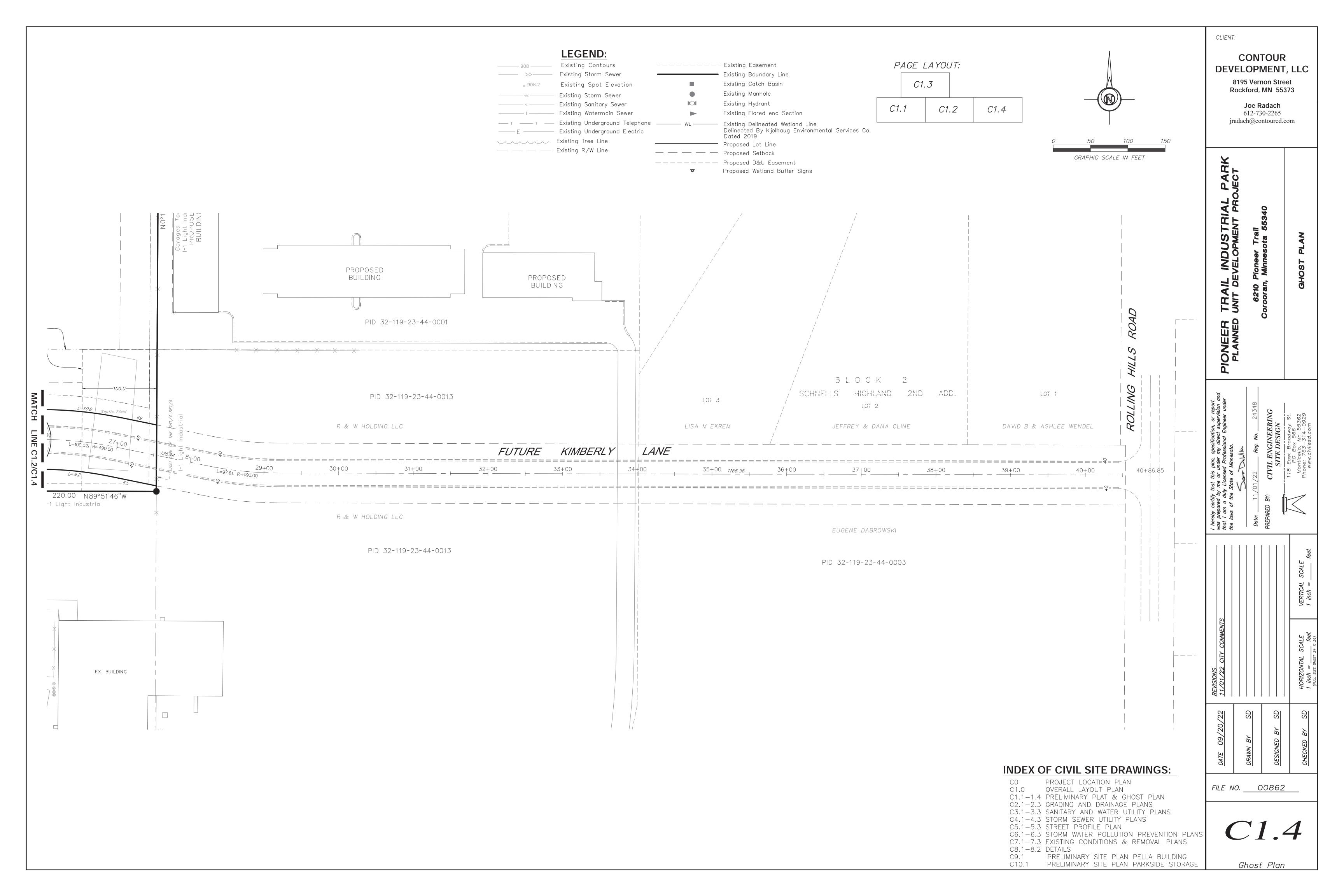
Project Location plan

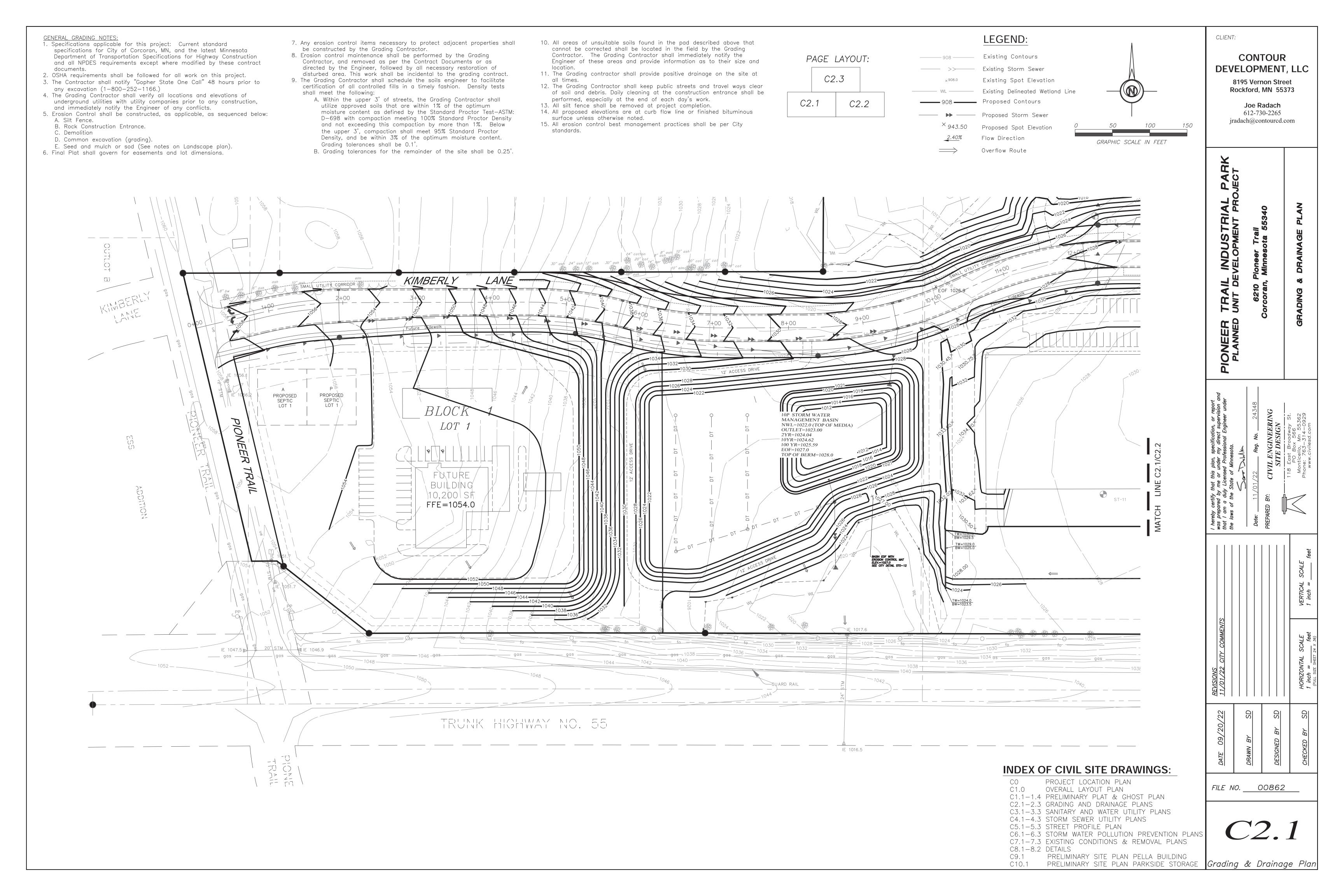


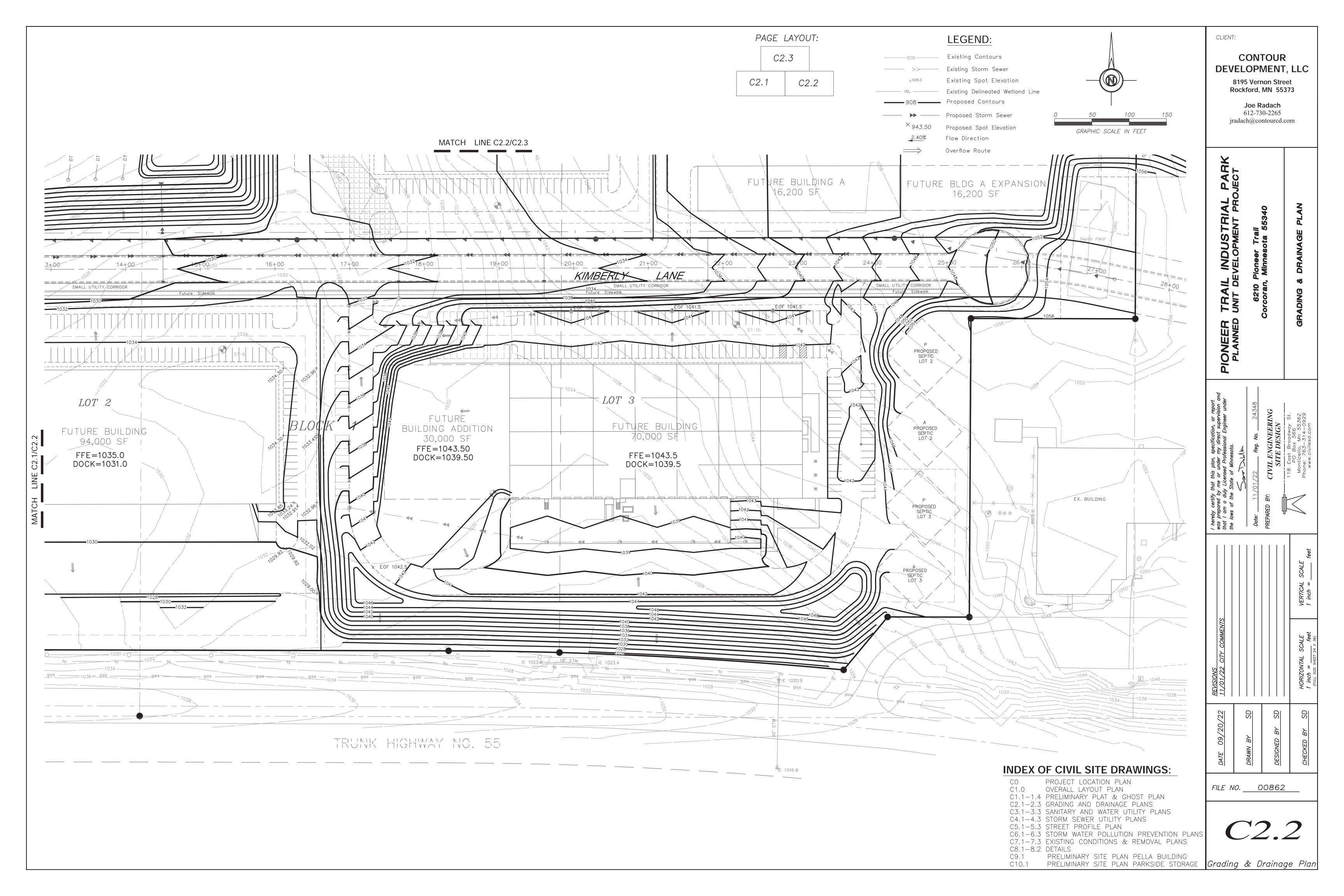


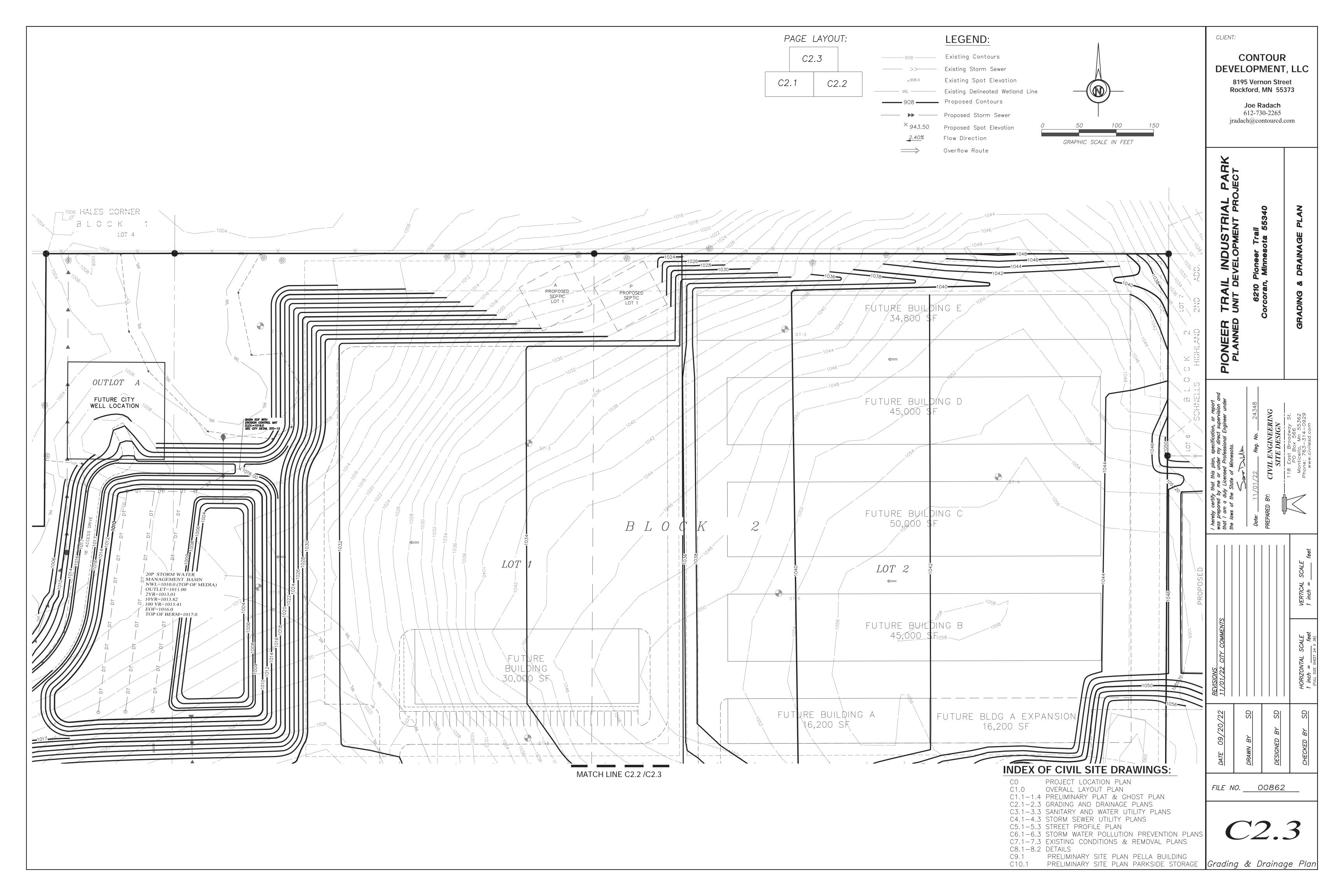


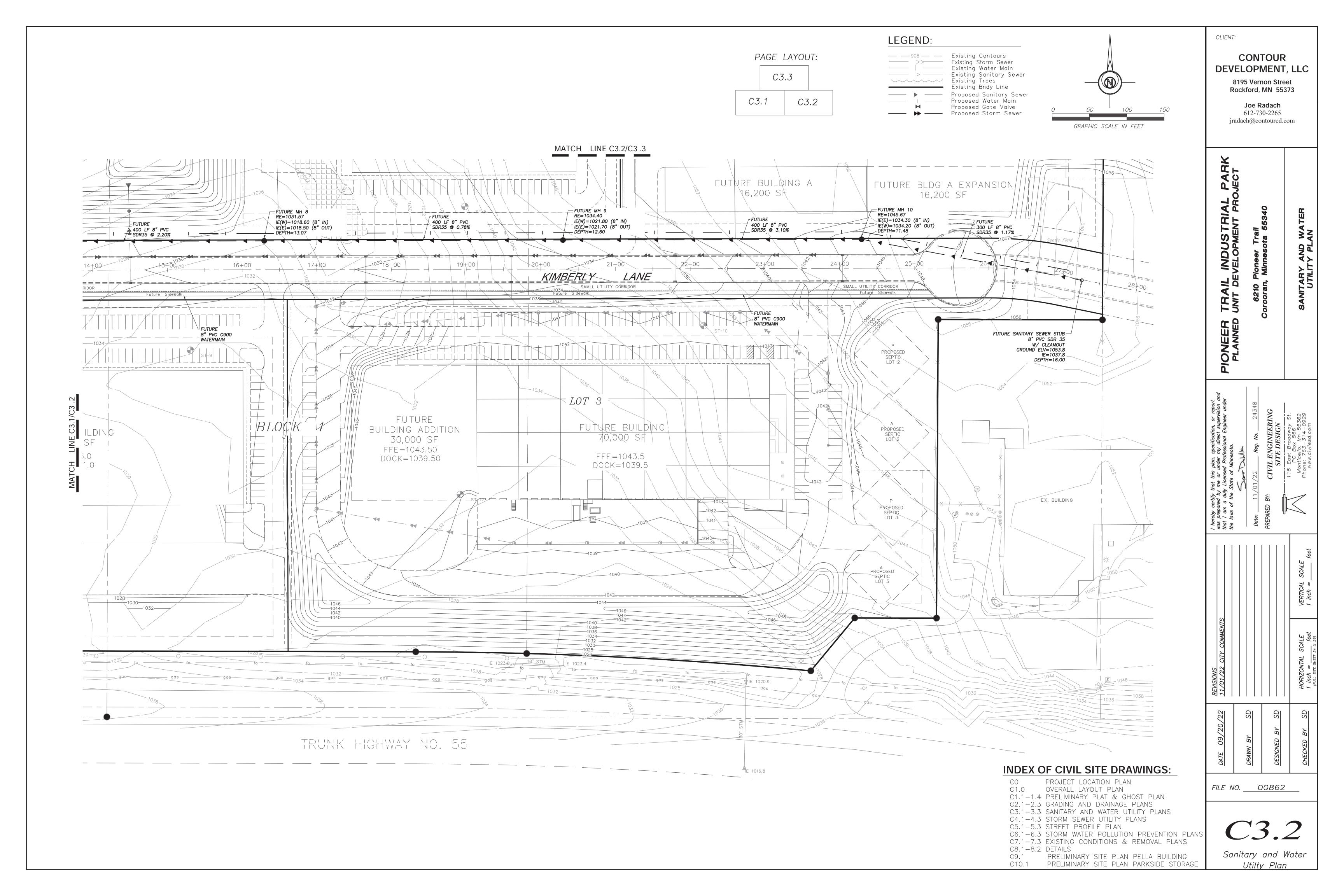


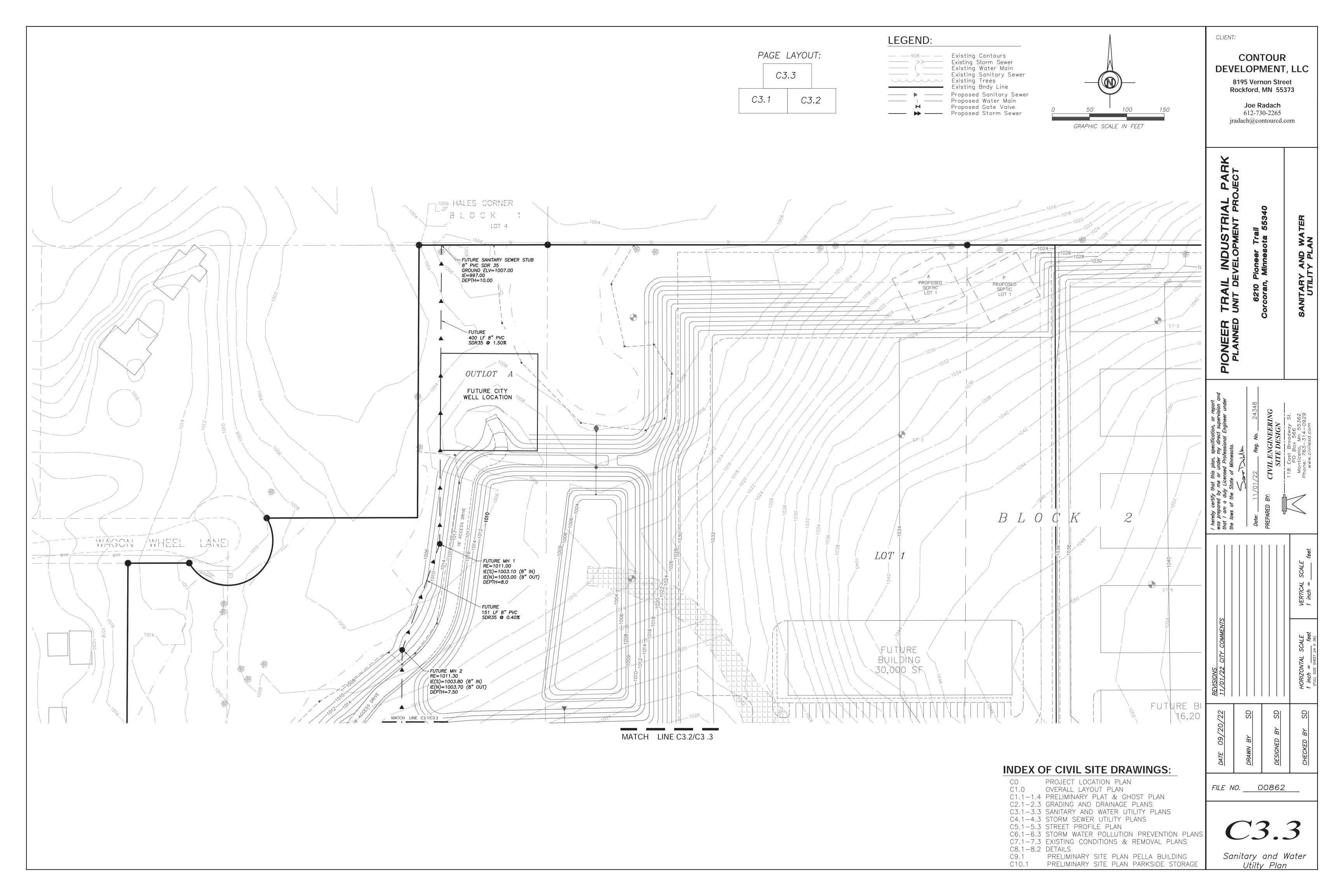




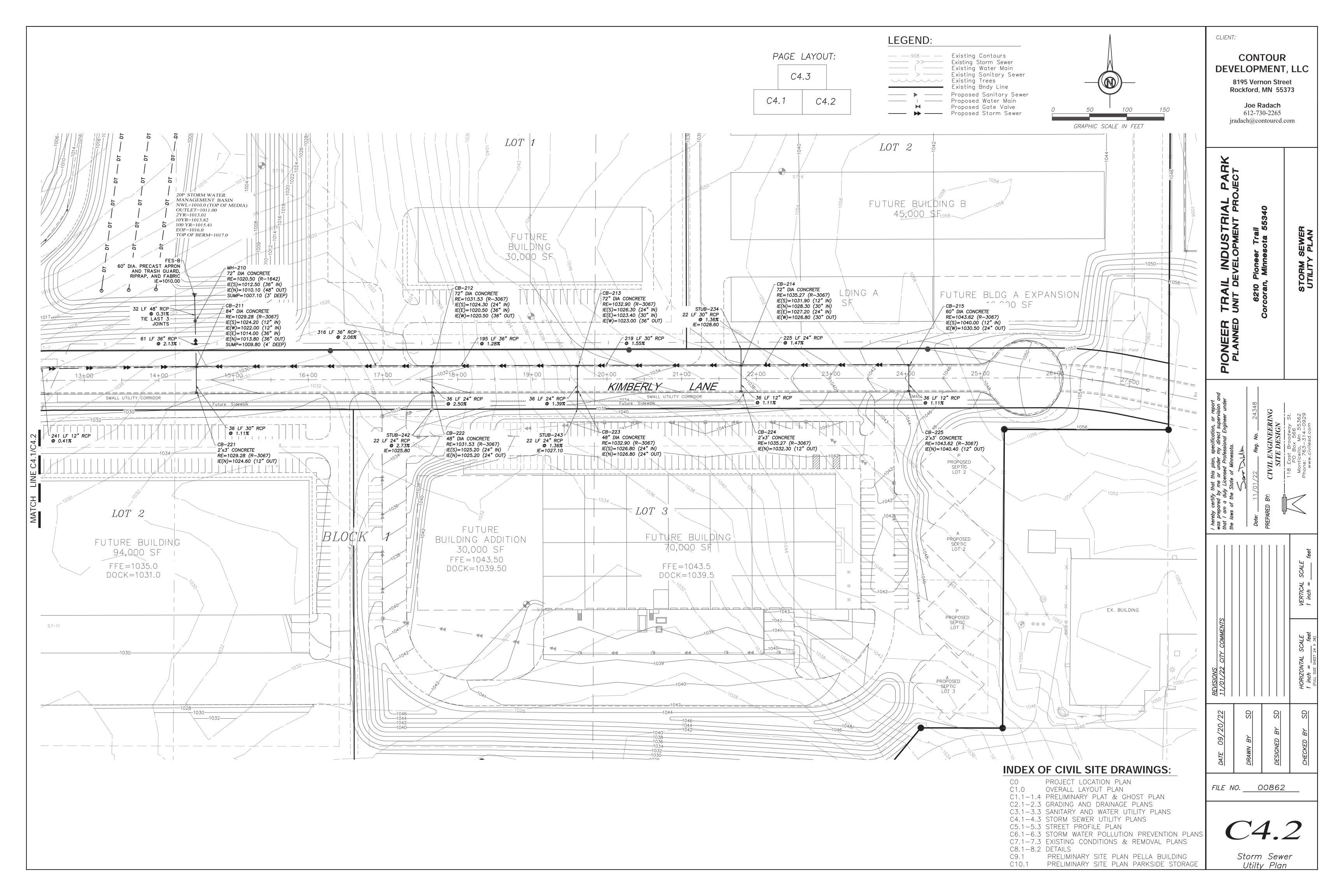


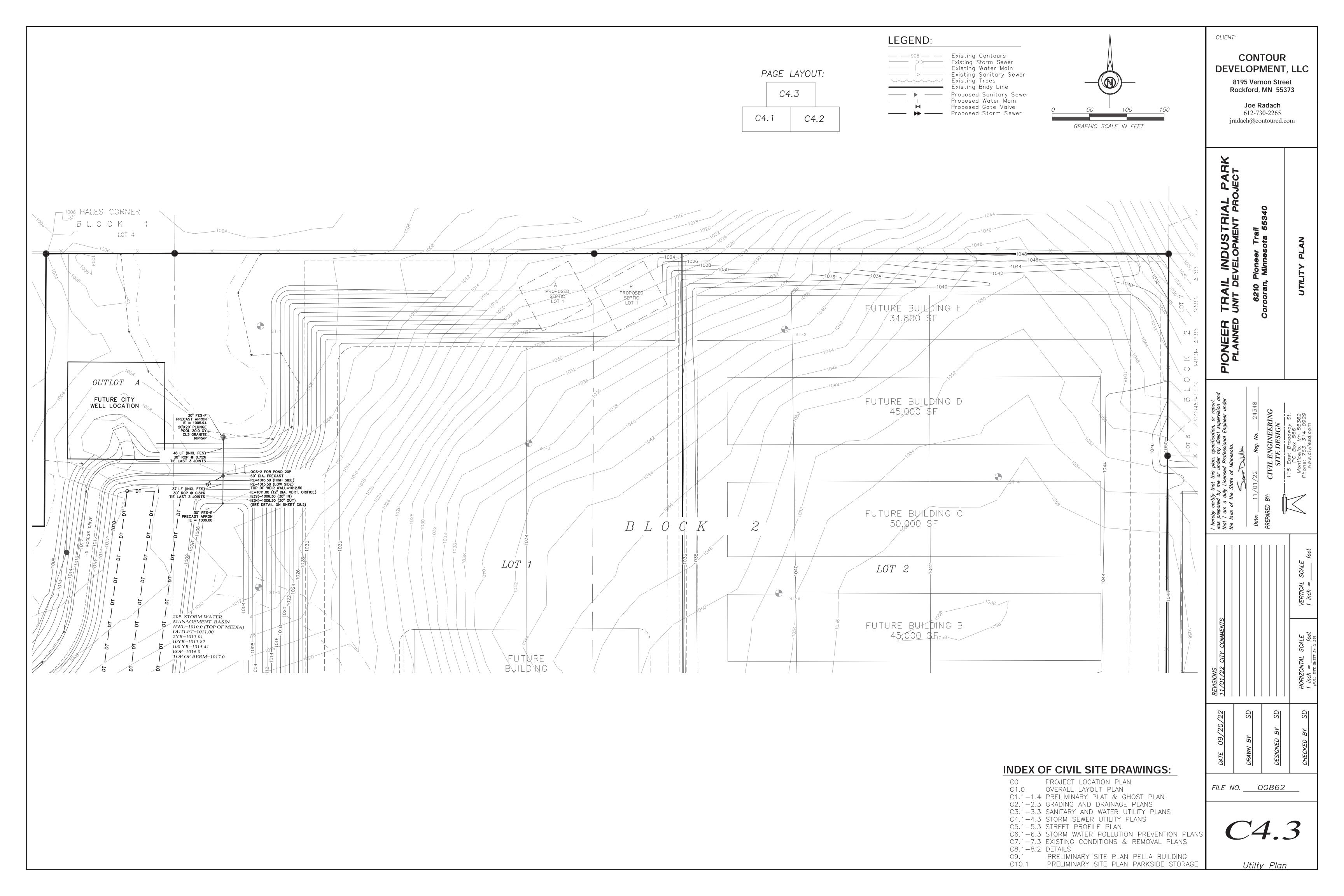






GENERAL UTILITY NOTES 1. Specifications applicable for this project: Current standard specifications for the City of Corcoran, MN 11. The Contractor shall keep access roads clear of soil or other debris, and perform daily street 18. Castings shall be Neenah or equivalent. cleaning as required by the NPDES permit. Positive drainage, controlled with erosion control and and all Minnesota Department of Health and MPCA requirements except where modified by these 19. The contractor shall be responsible for coordinating with utility companies for power pole and/or line CONTOUR erosion prevention measures as required by the NPDES permit shall be performed. Inlet protection relocation required. **DEVELOPMENT, LLC** 2. OSHA requirements shall be followed for all work on this project. shall be installed within 48 hours after inlet construction. Unless specified on the plans or as a bid 20. The contractor shall provide all necessary traffic control. 3. The Contractor shall notify "Gopher State One Call" prior to any excavation (651-454-0002 or item on the Bid Form, any temporary culverts, ditches, filter fabric, etc. necessary to accomplish this 21. The contractor shall be responsible for all grading and restoration required to restore surfaces to like shall be performed as incidental to the Contract. 1-800-252-1166 out state.) 8195 Vernon Street kind existing condition. 12. The Contractor shall preserve and protect the markers and monuments set for the subdivision of the 22. Existing curb and pavement damaged or impacted on adjacent property shall be restored with in-kind 4. The Contractor shall verify all locations and elevations of underground utilities with utility companies Rockford, MN 55373 prior to any construction (storm sewer, sanitary sewer, water, natural gas, telephone, electric, etc.), materials and section. All match lines are to be sawcut. 13. The Contractor shall schedule the soils engineer to facilitate 23. Pipe lengths shown are measured center of structure to center of structure and includes FES length. and immediately notify the Engineer of any conflicts. certification of all controlled fills in a timely fashion. Density tests shall meet the following: Joe Radach 24. The contractor shall obtain a Utility Excavation Permit from the City Public Works Department prior to 5. The Contractor shall protect all existing utilities and facilities to allow proper functioning during and A. Density tests shall be taken on all trenches at locations as determined by the Engineer or his 612-730-2265 commencement of utility connections. after construction. Any required supporting structures shall be supplied by the Contractor as work 25. PVC pipe crossing over watermain pipe shall be ASTM D 1785, ASTM D 2241, or AWWA C900 jradach@contourcd.com B. Within the upper 3' of streets, private drives and parking lots, Contractor shall utilize approved soils 26. Perforated PVC Pipe Subdrains to be installed PER CITY DETAIL STR-4. GRAPHIC SCALE IN FEET 6. The contractor shall immediately notify the Engineer of any conflicts between existing utilities, and the that are within 1% optimum moisture content as defined by the Standard Proctor Test-ASTM: D-698 27. Contractor or owner to provide an as—built utility plan once construction is complete. proposed construction. The Engineer will coordinate with the Utility Company in question to determine LEGEND: with 100% Standard Proctor Density and not exceeding compaction by more than 1%. Below the the need for relocation of the existing utility. upper 3', compaction shall meet 95%. Grading tolerances shall be 0.1'. 7. Existing conditions such as sand in manholes or valve boxes shall be identified by the Contractor and PAGE LAYOUT: 14. The Owner shall pay for all testing of soils compaction. Any areas which fail to meet the above these shall be reported to the Engineer prior to excavation by the Contractor. Once construction has — — 908 — Existing Contours begun, all damage to underground utilities will be assumed to have been caused by the Contractor, standards shall be corrected and re—tested by the Owner's testing agent at the Contractor's expense. any repairs necessary shall be performed by the Contractor at the Contractor's expense. 15. Contractor shall provide temporary traffic control in compliance with MN/DOT "Temporary Traffic Control ——— Existing Water Main C4.3 8. Final Plat shall govern for easements. Zone Layouts Field Manual" most recent version for construction adjacent to travel ways. ----- > ----- Existing Sanitary Sewer 9. The Contractor shall coordinate with the local jurisdiction to obtain permits and meter for water 16. Contractor shall be responsible for verification of the depth of existing stubs listed on this plan prior Existing Trees source. All associated costs shall be incidental to the Contract, including disposal of test water to the ordering of any fittings, structures, castings, etc. Engineer, Owner or City shall not be Existing Bndy Line into City's sanitary sewer system. The Contractor shall not operate gate valves or hydrants on the responsible for any discrepancies found as depths are estimated. — Proposed Sanitary Sewer C4.1 17. All manhole castings in pavement shall be sumped 0.05'. All catch basin castings in curb shall be TRIAL ENT PRO ı ——— Proposed Water Main 10. The Contractor shall notify the City Engineer and the Project Engineer 48 hours prior to starting work sumped 0.10'. Rim elevations on plan reflect sumped elevations. Proposed Gate Valve or as required by the local jurisdiction or be subject to being shut down. Proposed Storm Sewer INDUS. TRAIL UNIT DE CB-216 k 48" DIA CONCRETE RE=1027.59 (R-3067) 「10 LF 15" RCP IE(S)=1023.00 (12" IN)**@** 1.00% $IE(E)=1023.00 (12" OUT)^{\circ}$ CB-121A 2'x3' CONCRETE 48" DIA CONCRETE RE=1026.52 (R-3067) CB-125 ¬ RE=1026.61 (R-3067) IE(W)=1021.70 (15" OUT) 2'x3' CONCRETE 36 LF 12" RCP < IE(E)=1021.60 (15" IN) @ 1.11% RE=1054.91(R-3067)IE(S)=1021.60 (15" OUT) IE(S)=1051.20 (12" OUT) 2'x3' CONCRETE 2'x3' CONCRETE RE=1048.22 (R-3067) RE=1038.37 (R-3067) IE(S)=1043.60 (12" OUT) $IE(S)=1032.30 (12" OUT)_{7}$ 2'x3' CONCRETE ■ RE=1028.77 (R-3067) - 36 LF 12" RCP 🕿 KIMBERLY IE(S)=1023.90 (12" OUT)@ 1.33% LIT 36 LF 15" RCP @ 1.11% 36 LF 12" RCP-@ 1.11% ¹241 LF 12" RCP 2'x3' CONCRETE RE=1027.59 (R-3067) IE(N)=1023.40 (12" OUT)182 LF 12" RCP [↑]**@** 4.07% **@** 5.42% 72" DIA CONCRETE 🔀 -CB-114 RE=1026.61 (R-3067) STUB-144 [⊁]CB−113 48" DIA CONCRETE IE(E)=1021.40 (15" IN) 60" DIA CONCRETE `-CB-111A 22 LF 18" RCP **@** 4.32% 48" DIA CONCRETE RE=1054.70 (R-3067) IE(N)=1021.20 (15" IN)2'x3' CONCRETE RE=1048.22 (R-3067) **@** 1.82% RE=1038.37 (R-3067) IE(N)=1050.60 (12" IN)IE(W)=1020.60 (24" IN)RE=1026.50 (R-3067) IE(N)=1043.20 (12" IN) IE=1042.60IE(N)=1031.90 (12" IN) IE(E)=1050.60 (12" OUT)IE(W)=1021.50 (15" OUT)IE(S)=1020.20 (30" OUT) IE(W)=1043.20 (12" IN)60" DIA CONCRETE IE(W) = 1030.90 (18" IN)IE(S)=1042.20 (18" IN) SUMP=1017.20 (3' DEEP): RE=1029.77 (R-3067) IE(E)=1030.90 (18" OUT) — IE(E)=1041.20 (18" OUT) IE(N)=1023.50 (12" IN) 81 LF 30" RCP= PROPOSED PROPOSED **@** 0.67% © 0.25% — TIE LAST 3 — IE(W)=1022.00 (18" IN)SEPTIC LOT 1 SEPTIC LOT 1 IE(E)=1021.60 (24" OUT)JOINTS Fl 30" DIA. PRECAST APRON LOTJONE AND TRASH GUARD RIPRAP, AND FABRIC 171 LF 24" RCP **@** 0.57% 10P STORM WATER Ш MANAGEMENT BASIN NWL=1022.0 (TOP OF MEDIA) K OUTLET=1023.00 2YR=1024.04 18" FES-C PRECAST APRON IE = 1019.00 10YR=1024.62 FUTURE 100 YR=1025.59 EOF=1027.0 BUILDING TOP OF BERM=1028.0 10,200 SA FFE=1054.0 48" DIA. PRECAST RE=1026.50 (HIGH SIDE) RE=1025.75 (LOW SIDE) TOP OF WEIR WALL=1024.50 IE=1023.00 (12" DIA. VERT. ORIFICE) IE(N)=1019.50 (18" IN) IE(S)=1019.50 (18" OUT) (SEÉ DETAIL ON SHEET C8.2) ____1040__ INDEX OF CIVIL SITE DRAWINGS: PROJECT LOCATION PLAN FILE NO. 00862 OVERALL LAYOUT PLAN C1.1-1.4 PRELIMINARY PLAT & GHOST PLAN C2.1-2.3 GRADING AND DRAINAGE PLANS C3.1-3.3 SANITARY AND WATER UTILITY PLANS C4.1-4.3 STORM SEWER UTILITY PLANS C5.1-5.3 STREET PROFILE PLAN C6.1-6.3 STORM WATER POLLUTION PREVENTION PLANS C7.1-7.3 EXISTING CONDITIONS & REMOVAL PLANS C8.1-8.2 DETAILS PRELIMINARY SITE PLAN PELLA BUILDING Storm Sewer C9.1 PRELIMINARY SITE PLAN PARKSIDE STORAGE Utilty Plan





CLIENT: HORIZ: 1"=50' SEE PLAN SHEET C1.1 FOR STREET CONTOUR VERT: 1"=5' PLAN VIEW WITH STATIONING **DEVELOPMENT, LLC** 8195 Vernon Street Rockford, MN 55373 KIMBERLY LANE Joe Radach 612-730-2265 jradach@contourcd.com HIGH POINT ELEV = 1055.92HIGH POINT STA = 1+75.00PVI | STA = 2+75.00PVI ELEV = 1053.92 A.D. = -3.04% TRAIL INDUSTRIAL PARK 1065 1065 K = 65.71200' VC 1060 1060 LOW POINT ELEV = 1026.92 LOW POINT STA = 10+07.61 1055 1055 PVI STA = 8 + 38.12PVI ELEV = 1025.52A.D. = 5.75% K = 78.21 1050 1050 450' VC FINISHED CL GRADE BVCE 1036.87 BVCS 6+13.12 1045 1045 PIONEER PLANNED 1040 1040 1035 1035 1030 1030 ORIGINAL CL GROUND 1025 1025 I hereby certify that this I was prepared by me or u that I am a duly Licensea the laws of the State of 1020 1020 1015 1015 1032.97 1032.97 1032.03 1032.03 1031.16 1030.4 1037.53 1028.7 1036.28 035.10 1025.2 **033.99** 09/20/22 0+001+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11 + 0012+00 13+0014+00 INDEX OF CIVIL SITE DRAWINGS: PROJECT LOCATION PLAN FILE NO. 00862 C1.0 OVERALL LAYOUT PLAN C1.1-1.4 PRELIMINARY PLAT & GHOST PLAN C2.1-2.3 GRADING AND DRAINAGE PLANS C3.1-3.3 SANITARY AND WATER UTILITY PLANS C4.1-4.3 STORM SEWER UTILITY PLANS C5.1-5.3 STREET PROFILE PLAN C6.1-6.3 STORM WATER POLLUTION PREVENTION PLANS C7.1-7.3 EXISTING CONDITIONS & REMOVAL PLANS C8.1-8.2 DETAILS PRELIMINARY SITE PLAN PELLA BUILDING C9.1 PRELIMINARY SITE PLAN PARKSIDE STORAGE Profile

CLIENT: HORIZ: 1"=50' CONTOUR SEE PLAN SHEET C1.2 FOR STREET VERT: 1"=5' PLAN VIEW WITH STATIONING **DEVELOPMENT, LLC** 8195 Vernon Street KIMBERLY LANE Rockford, MN 55373 Joe Radach 612-730-2265 jradach@contourcd.com HIGH POINT ELEV = 1053.73 HIGH POINT STA = 27+11.14

PVI STA = 27+10.22

PVI ELEV = 1056.16

A.D. = -7.76% 1065 1065 TRAIL INDUSTRIAL PARK K = 32.20250' VC 1060 1060 1055 LOW POINT ELEV = 1034.43 LOW POINT STA = 20+93.17 1050 1050 PVI STA = 21+68.17 PVI ELEV = 1034.96 A.D. = 3.20% K = 46.86 1045 1045 150' VC PIONEER PLANNED 1040 1040 1035 1035 FINISHED CL GRADE 0.71% 1030 1030 1025 1025 CORIGINAL CL GROUND I hereby certify that this I was prepared by me or u that I am a duly Licensea the laws of the State of 1020 1020 1015 1015 1030.4 **1031.28** 1028.5 1031.46 1026.6 **1031.64** 1034.3 1033.06 1039.7 1033.41 1041.4 1056.4 1050.87 09/20/22 23+00 24+00 25+00 27+00 14+00 15+0016+00 17 + 0018+00 22+00 26+00 INDEX OF CIVIL SITE DRAWINGS: PROJECT LOCATION PLAN FILE NO. 00862 C1.0 OVERALL LAYOUT PLAN C1.1-1.4 PRELIMINARY PLAT & GHOST PLAN C2.1-2.3 GRADING AND DRAINAGE PLANS C3.1-3.3 SANITARY AND WATER UTILITY PLANS C4.1-4.3 STORM SEWER UTILITY PLANS C5.1-5.3 STREET PROFILE PLAN C6.1-6.3 STORM WATER POLLUTION PREVENTION PLANS C7.1-7.3 EXISTING CONDITIONS & REMOVAL PLANS C8.1-8.2 DETAILS PRELIMINARY SITE PLAN PELLA BUILDING C9.1

PRELIMINARY SITE PLAN PARKSIDE STORAGE

Profile

CLIENT: HORIZ: 1"=50' CONTOUR VERT: 1"=5' SEE PLAN SHEET C1.4 FOR STREET DEVELOPMENT, LLC PLAN VIEW WITH STATIONING 8195 Vernon Street Rockford, MN 55373 Joe Radach FUTURE KIMBERLY LANE 612-730-2265 jradach@contourcd.com HIGH POINT ELEV = 1053.73 HIGH POINT STA = 27+11.14 PM STA = 27 + 10.22TRAIL INDUSTRIAL PARK PVI ELEV = 1056.16 A.D. = -7.76% K = 32.20250' VC 1065 FUTURE FINISHED CL GRADE 1060 HIGH POINT ELEV = 1033.87HIGH POINT STA = 33+50.00 PVI STA = 34+50.00 1055 ORIGINAL CL GROUND A.D. = -4.63% FINISHED CL GRADE PIONEER PLANNED K = 43.163.37% 1050 LOW POINT ELEV = 1005.70LOW POINT STA = 39+20.00PVI STA = 38+00.00PVI ELEV = 1002.50 A.D. = 10.00% 1045 1022.50 35+50.00 K = 40.00FUTURE FINISHED CL GRADE 400' VC 1040 1040 1035 EVCE 1006.50 EVCS 40+00.00 1025 1020 2.00% 09/20/22 26+00 37+00 38+00 27+00 28+00 29+00 30+00 36+00 39+00 40+00 INDEX OF CIVIL SITE DRAWINGS: PROJECT LOCATION PLAN FILE NO. 00862 C1.0 OVERALL LAYOUT PLAN C1.1-1.4 PRELIMINARY PLAT & GHOST PLAN C2.1-2.3 GRADING AND DRAINAGE PLANS C3.1-3.3 SANITARY AND WATER UTILITY PLANS C4.1-4.3 STORM SEWER UTILITY PLANS C5.1-5.3 STREET PROFILE PLAN C6.1-6.3 STORM WATER POLLUTION PREVENTION PLANS C7.1-7.3 EXISTING CONDITIONS & REMOVAL PLANS C8.1-8.2 DETAILS PRELIMINARY SITE PLAN PELLA BUILDING PRELIMINARY SITE PLAN PARKSIDE STORAGE Profile

CLIENT:

CONTOUR DEVELOPMENT, LLC

8195 Vernon Street

Joe Radach 612-730-2265

Rockford, MN 55373

jradach@contourcd.com

INDUS. TRA

FILE NO. 00862

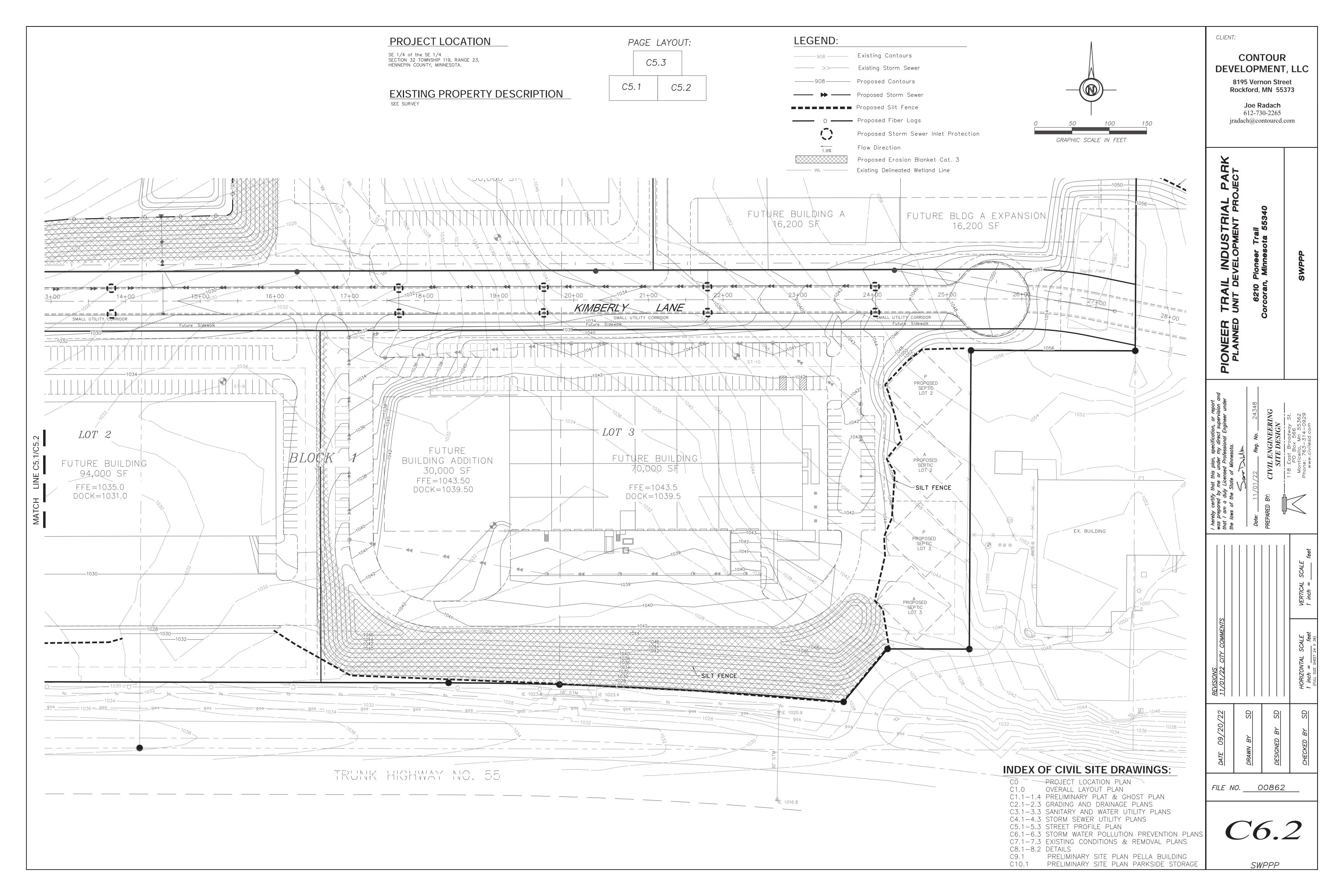
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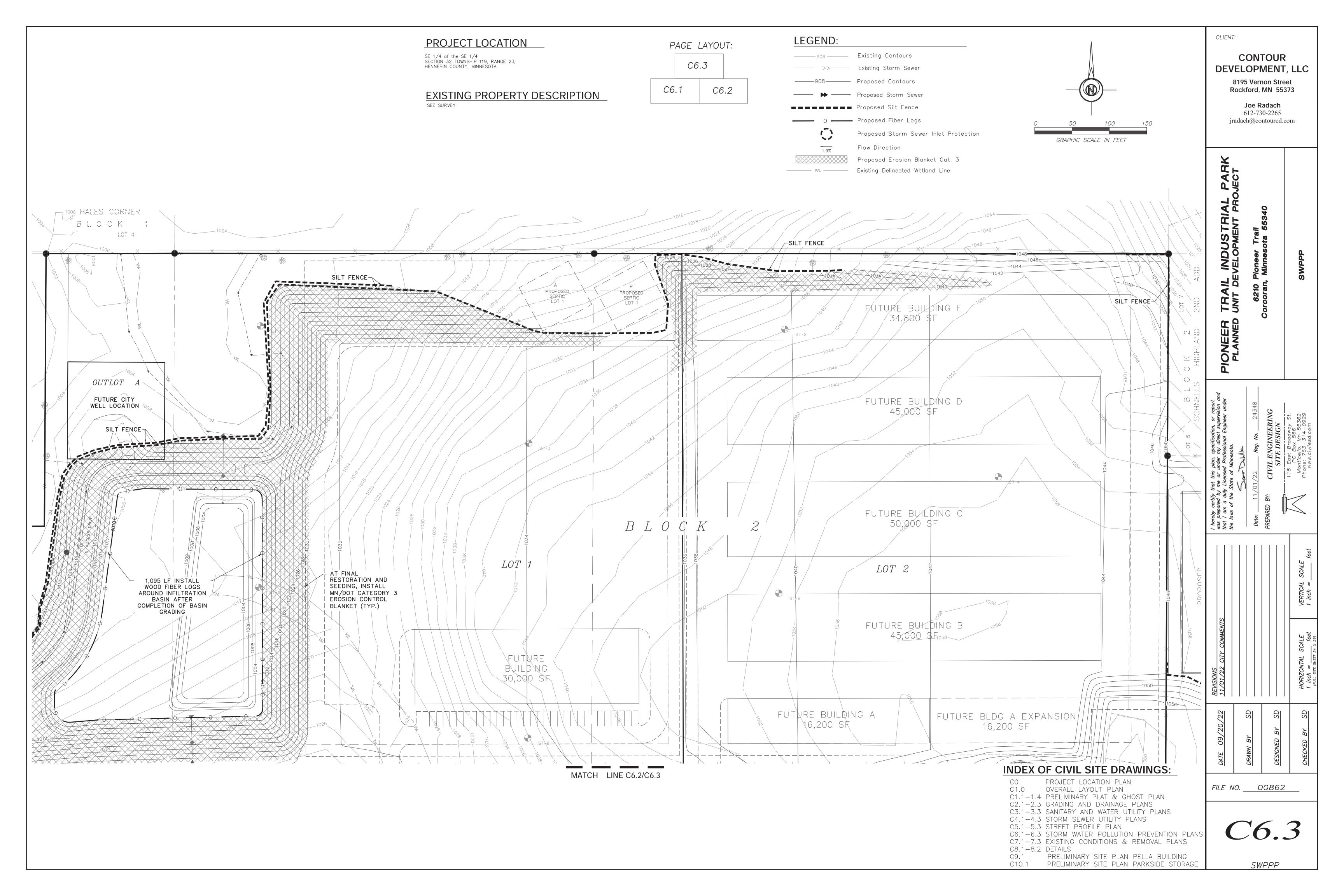
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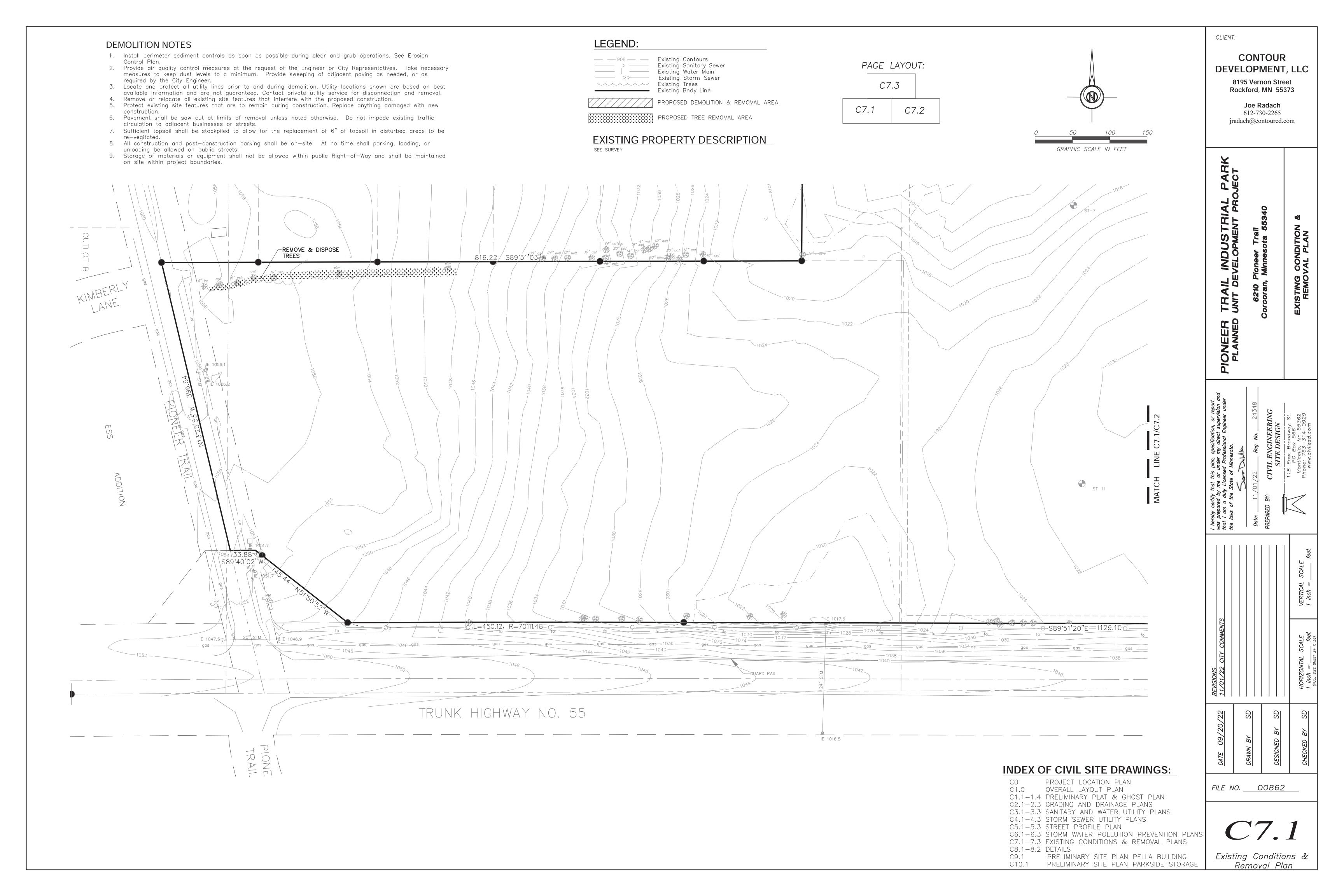
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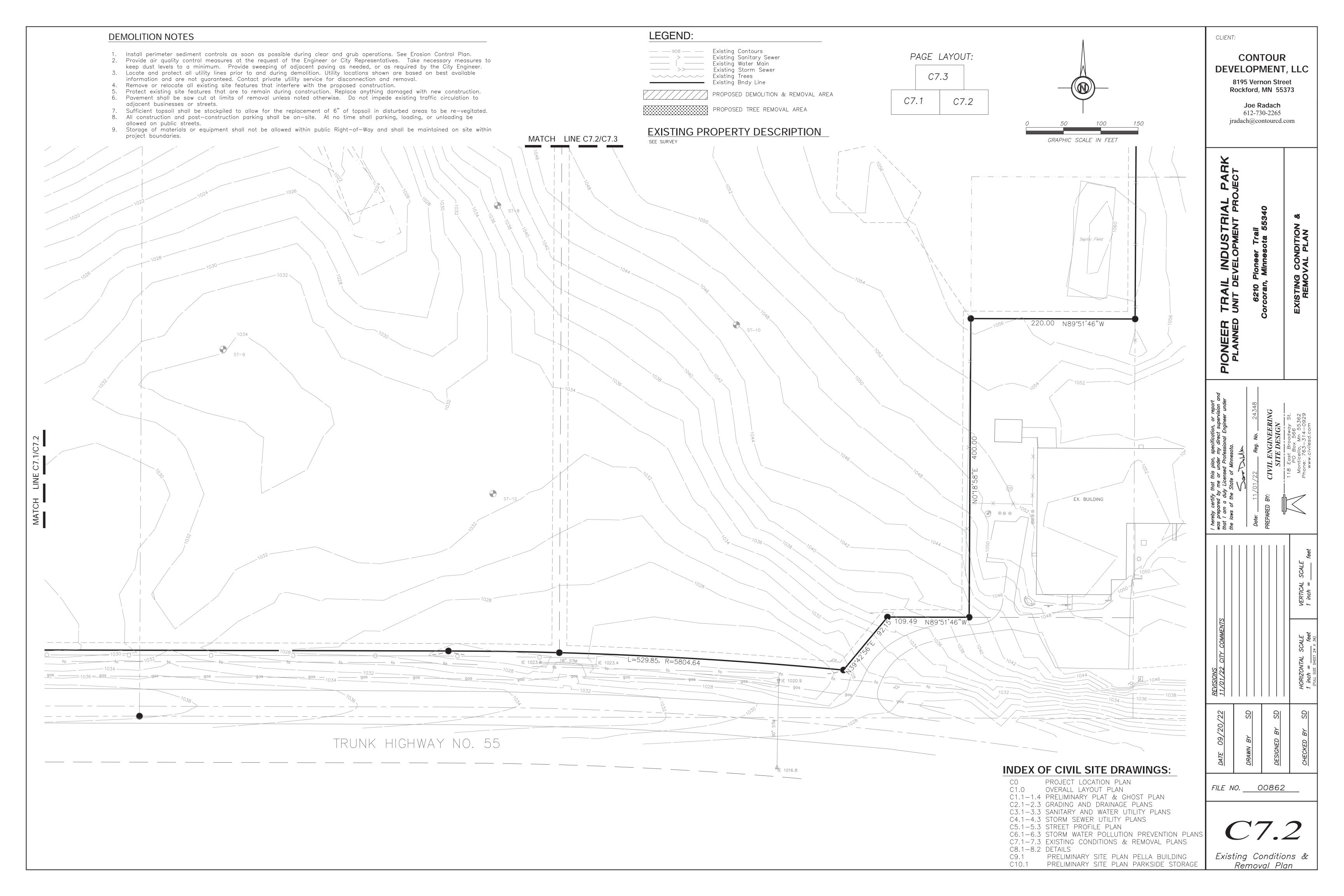
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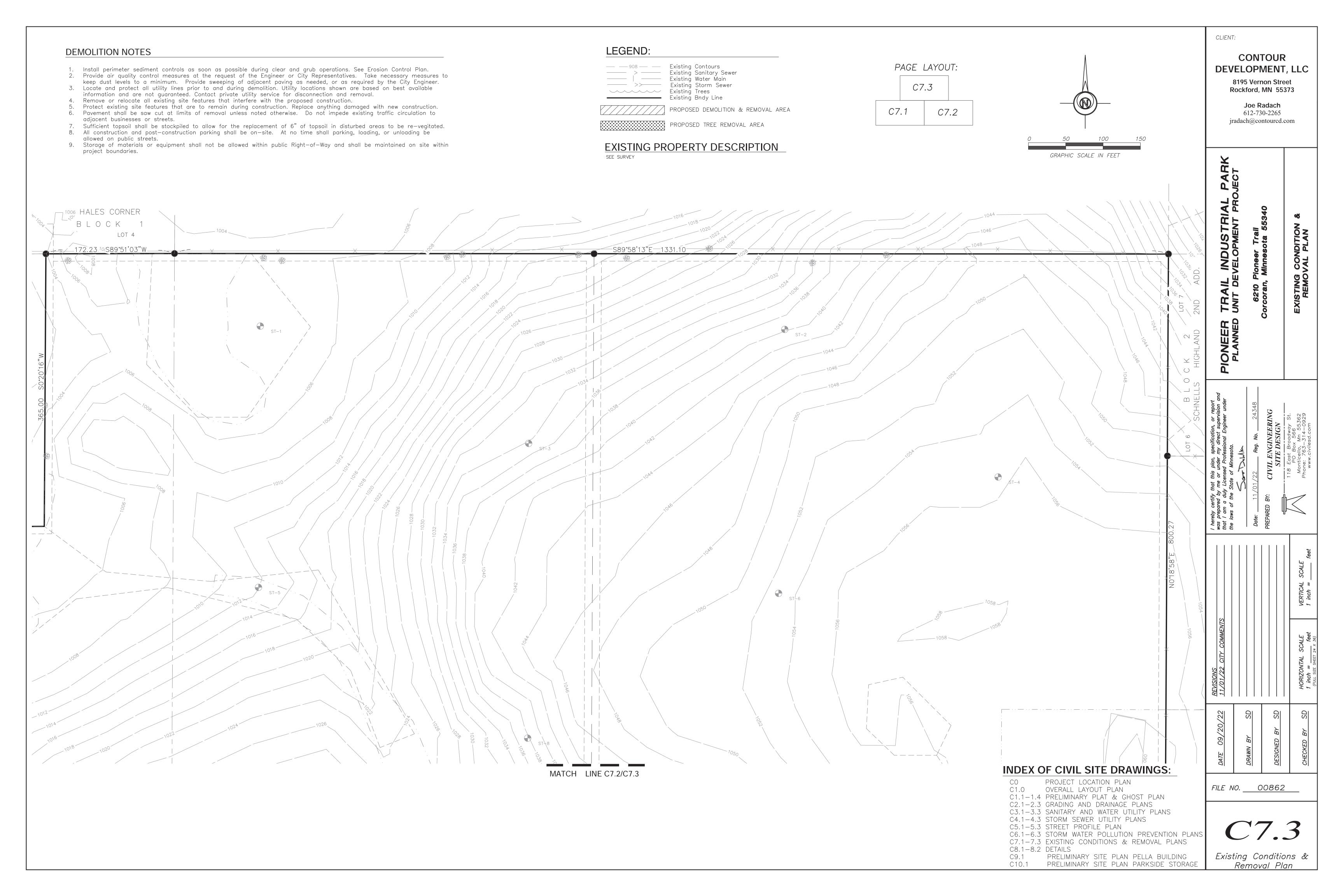
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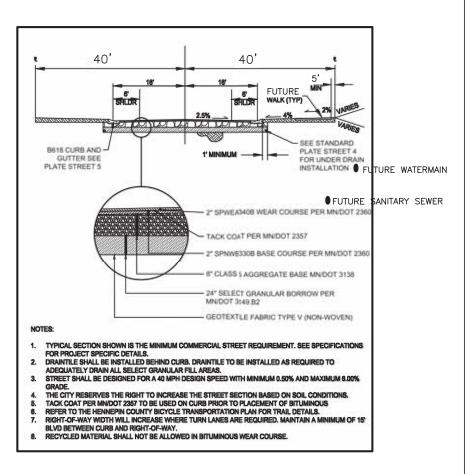


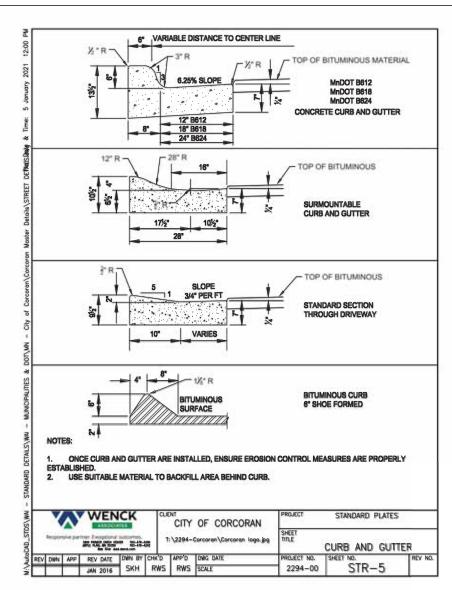


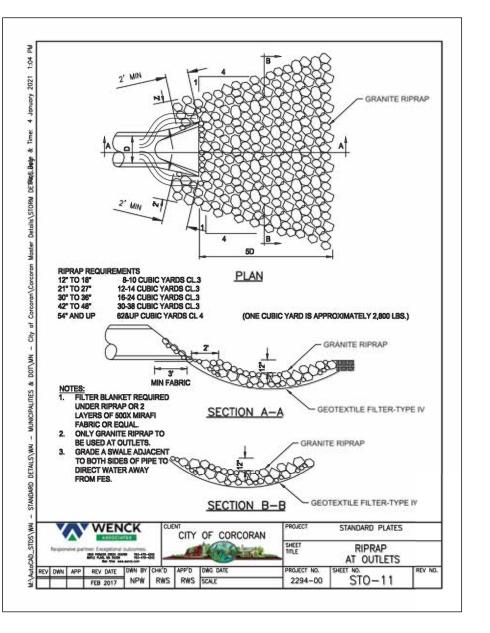


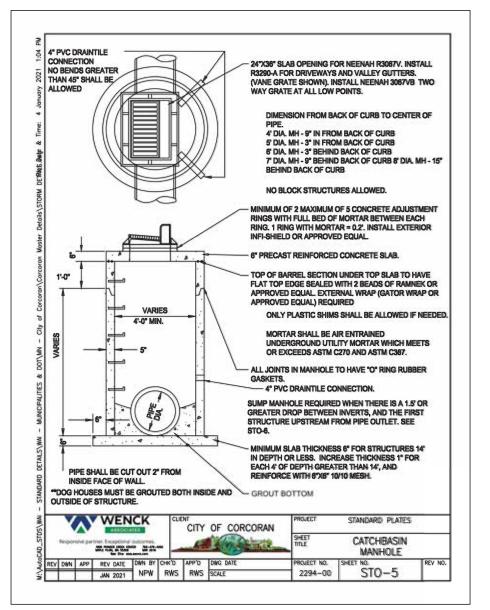


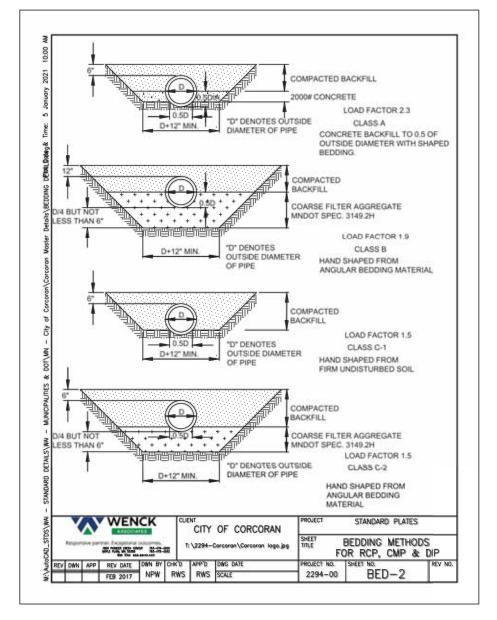


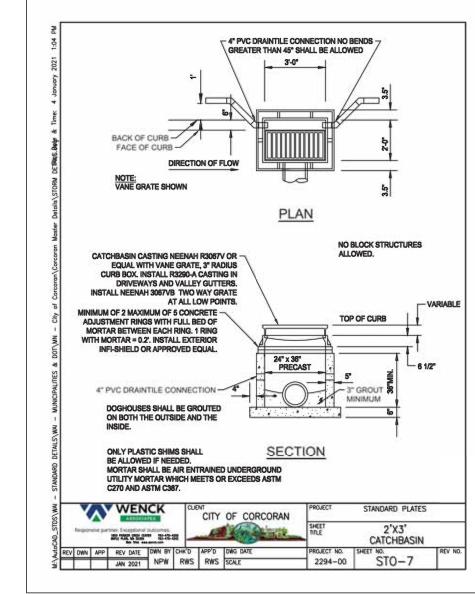


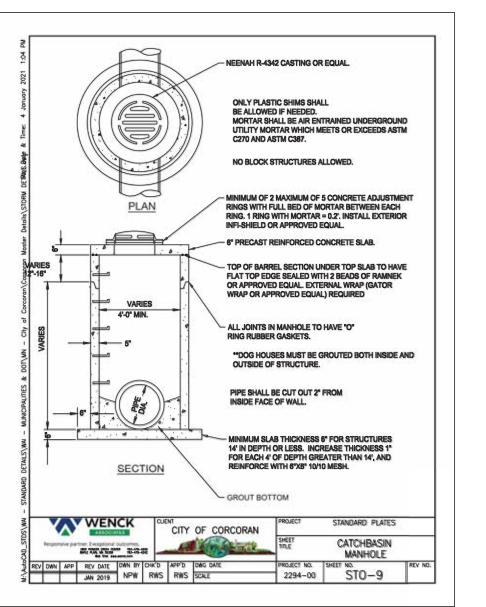


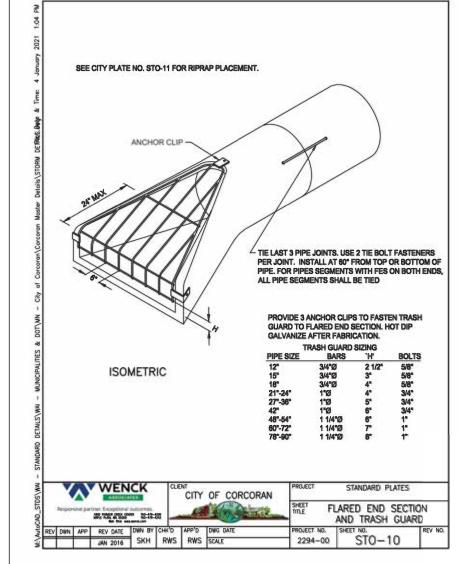


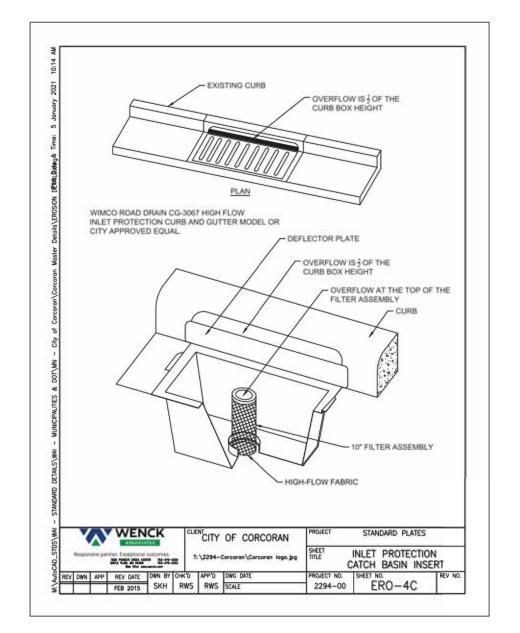


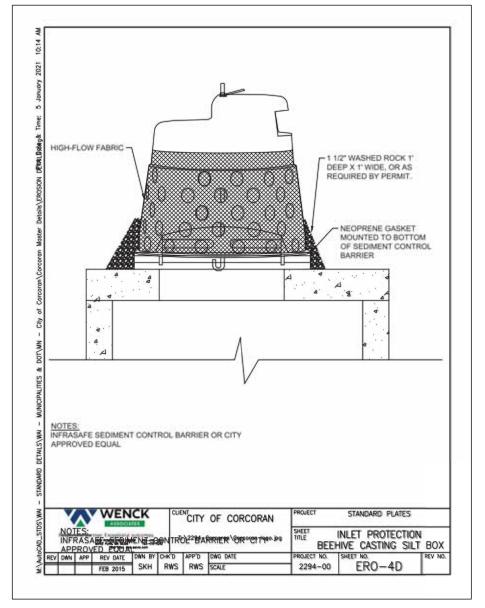


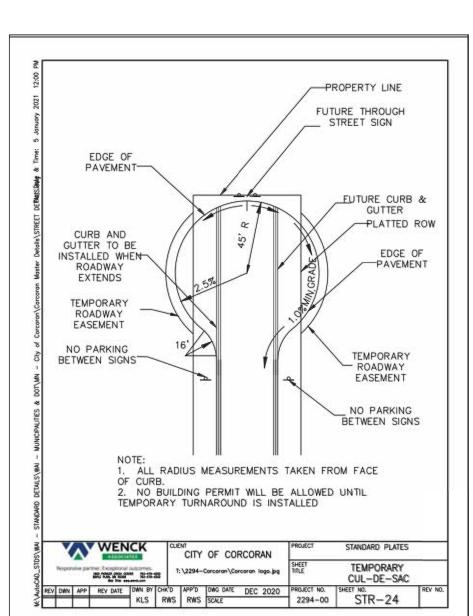


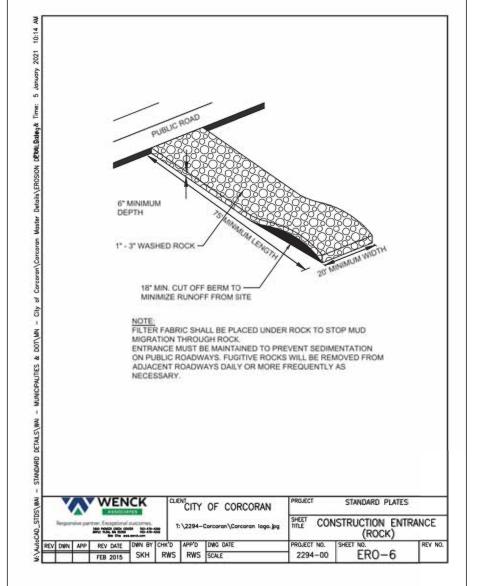


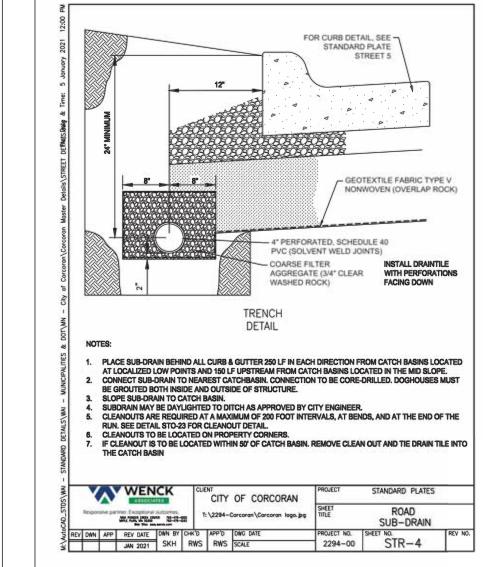


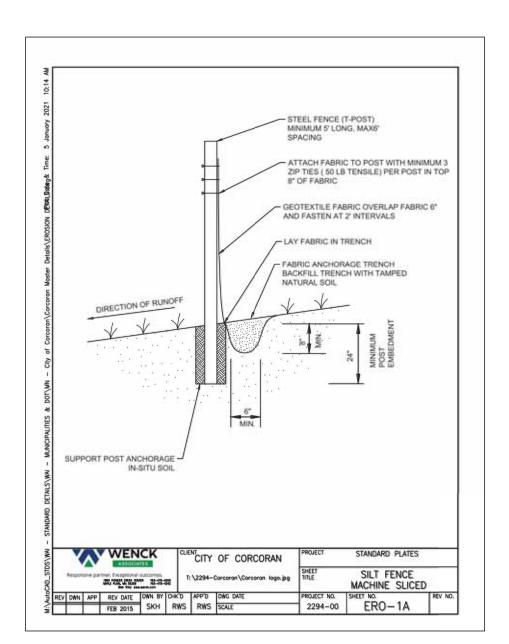


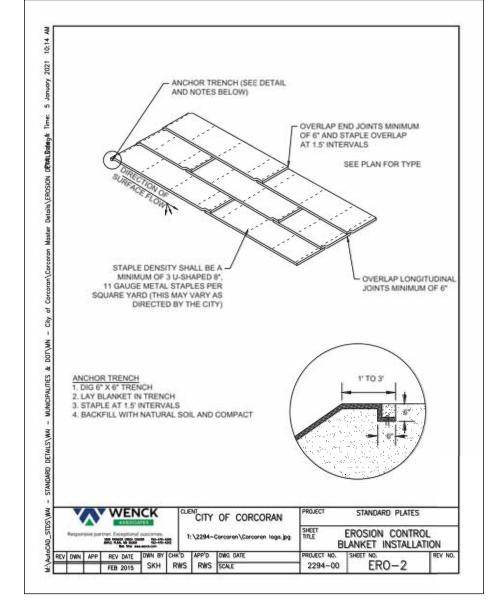


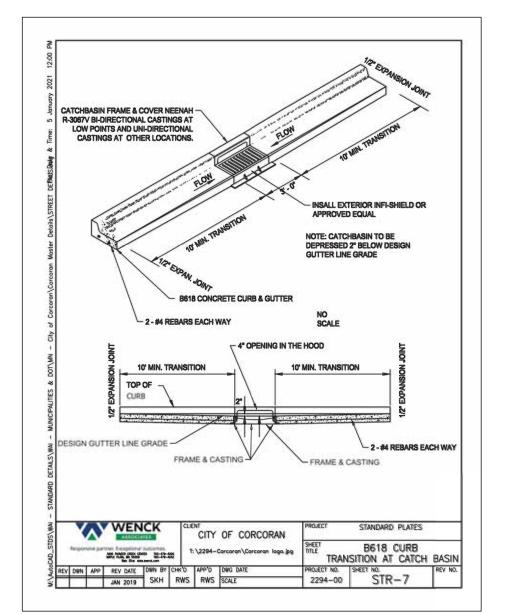


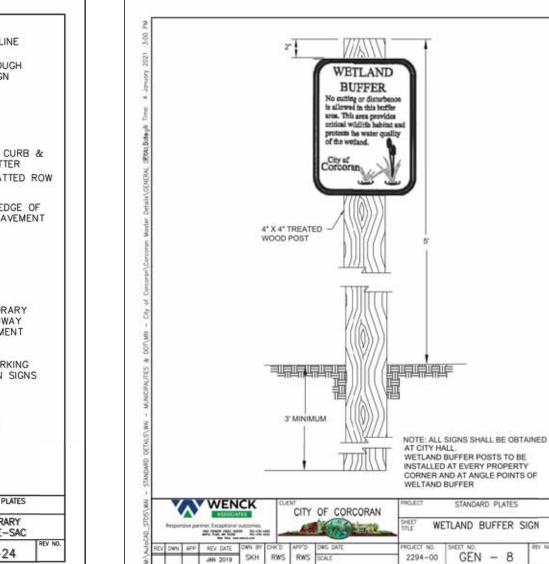












INDEX OF CIVIL SITE DRAWINGS:

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C1.0 OVERALL LAYOUT PLAN
C1.1-1.4 PRELIMINARY PLAT & GHOST PLAN
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C8.1-8.2 DETAILS
C9.1 PRELIMINARY SITE PLAN PELLA BUILDING
C10.1 PRELIMINARY SITE PLAN PARKSIDE STORAGE

CONTOU

CLIENT:

CONTOUR DEVELOPMENT, LLC

8195 Vernon Street Rockford, MN 55373

Joe Radach 612-730-2265 jradach@contoured.com

radach@contourcd.co

/ELOPMENT PROJECT pneer Trail linnesota 55340

6210 Pioneer Trail Corcoran, Minnesota 553

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

Second Minnesota.

EPARED BY: CIVIL ENGINEERING
SITE DESIGN

1118 East Broadway St.

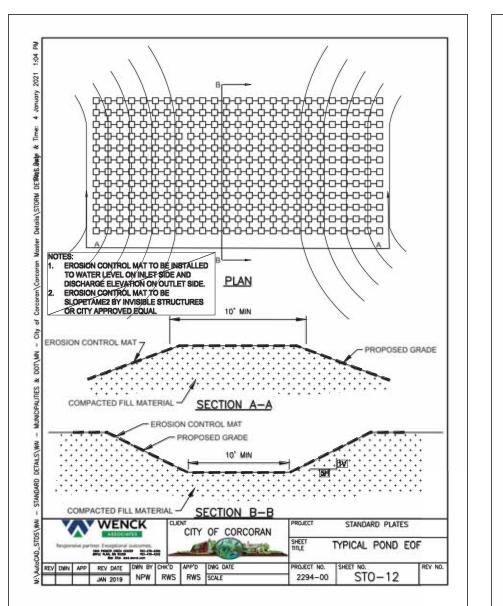
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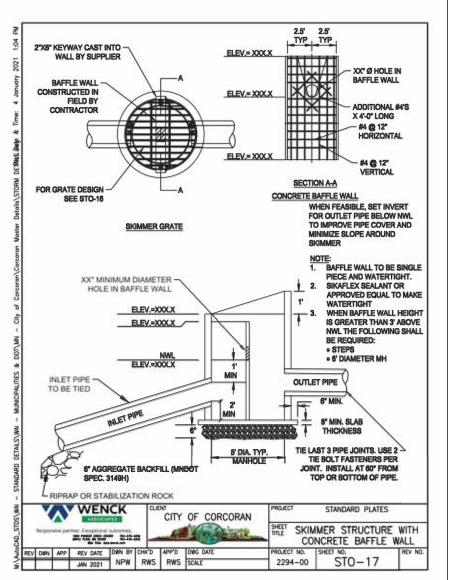
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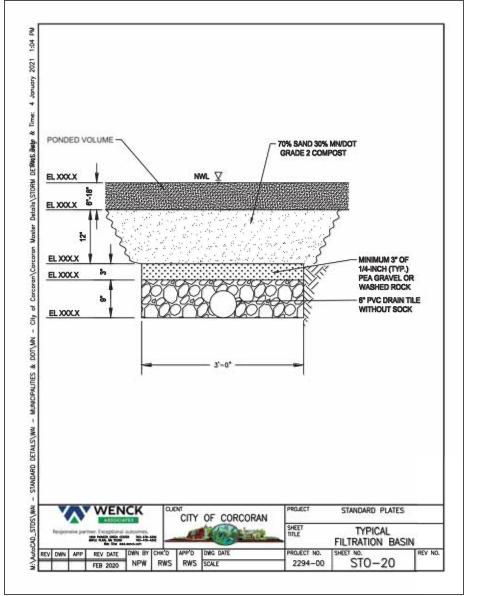
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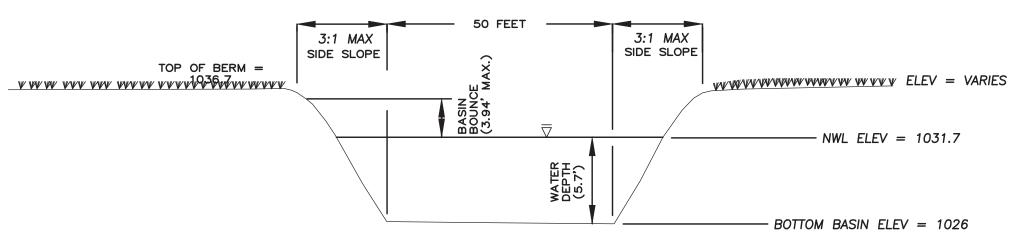
C8.1

Details



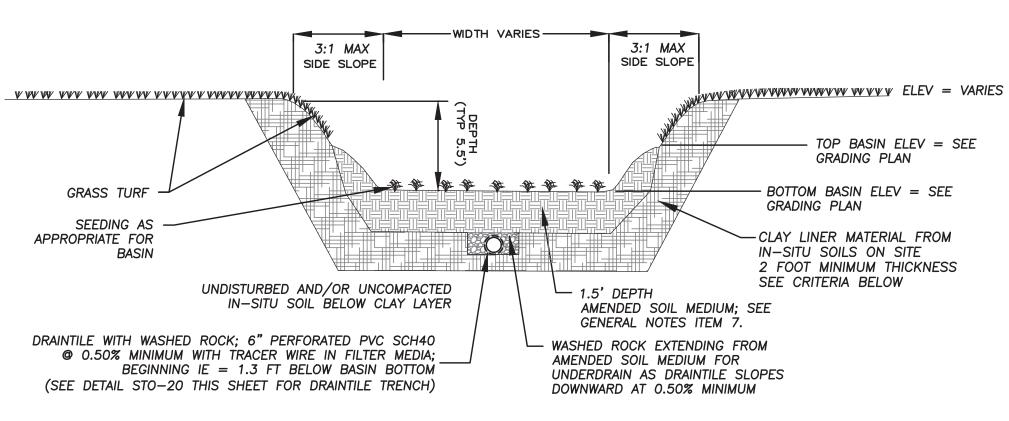






PRE-TREATMENT BASIN DETAIL

NOT TO SCALE



FILTRATION BASIN WITH LINER CROSS-SECTION NOT TO SCALE

FILTRATION BASIN GENERAL NOTES:

1) INSTALL ALL TEMPORARY EROSION CONTROL MEASURES (IN ACCORDANCE WITH MnDOT GENERAL CONDITIONS 2573) PRIOR TO THE START OF ANY CONSTRUCTION OPERATION THAT MAY CAUSE ANY SEDIMENTATION OR SILTATION AT THE SITE.

2) INSTALL STORM DRAIN INLET PROTECTION TO PREVENT CLOGGING OF THE STORM SEWER AND SEDIMENT LOADS TO DOWNSTREAM STORM WATER FACILITIES OR WATERBODIES.

3) IF THE STORM WATER BMP IS BEING DESIGNED TO SERVE AS A TEMPORARY SEDIMENT BASIN, GRADE THE BMP TO WITHIN 12" ABOVE THE FINAL GRADE TO PROTECT THE UNDERLYING MATERIAL FROM CLOGGING. ONCE CONSTRUCTION IN THE CONTRIBUTING DRAINAGE AREA HAS BEEN COMPLETED AND THE SITE IS STABILIZED, EXCAVATE THE INFILTRATION BASIN TO FINAL GRADE AND COMPLETE CONSTRUCTION OF THE FILTRATION BASIN.

4) GRADING OF THE FILTRATION BASIN SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED.

5) EXCAVATE THE FILTRATION BASIN TO THE SPECIFIED DEPTH (ELEVATION). ALL SUB MATERIAL BELOW THE SPECIFIED ELEVATION SHALL BE LEFT UNDISTURBED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

CLAY LINER CRITERIA (Per MPCA Gudelines)

- 50 PERCENT FINES (200 SIEVE) OR MORE
 AN IN-PLACE HYDRAULIC CONDUCTIVITY OF 1X10 CENTIMETERS PER SECOND (CM/S) OR
- AVERAGE LIQUID LIMIT OF 25 OR GREATER,
- AVERAGE EIGOID LIMIT OF 25 OK GREATER,
 WITH NO VALUE LESS THAN 20
 AVERAGE PI OF 12 OR MORE. WITH NO
- VALUES LESS THAN 10
 CLAY INSTALLED WET OF OPTIMUM IF USING PROCTOR, AND 2 PERCENT WET OF OPTIMUM
- IF USING MODIFIED PROCTOR
 CLAY COMPACTION AND DOCUMENTATION AS SPECIFIED IN NRCS WISCONSIN CONSTRUCTION SPECIFICATION 300, CLAY LINERS
- MINIMUM THICKNESS OF TWO FEET

6) IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL WILL NEED TO BE REMOVED FROM THE FILTRATION BASIN PRIOR TO INITIATING THE NEXT STEP IN THE FILTRATION BASIN CONSTRUCTION PROCESS. THIS IS ESPECIALLY IMPORTANT IF THE FILTRATION BASIN HAS BEEN DESIGNED TO INFILTRATE STORM WATER. SEDIMENT THAT HAS BEEN WASHED INTO THE FILTRATION BASIN DURING THE EXCAVATION PROCESS CAN SEAL THE PERMEABLE MATERIAL, SIGNIFICANTLY REDUCING THE INFILTRATION

7) FILTRATION BASIN SHALL BE OVER-EXCAVATED TO SPECIFIED DEPTH AND FILLED WITH A WELL BLENDED MPCA STORMWATER MANUAL MIXTURE "D" BY VOLUME OF 50%-65% SAND; 25%-35% TOPSOIL; 10%-15% ORGANIC MATTER (MnDOT GRADE 2 COMPOST)

CAPACITY OF THE SOILS.

8) FILTRATION BASIN TO BE SEEDED WITH MNDOT SEED MIX 33-261 OR APPROVED EQUAL. SEEDING SHALL CONFORM TO MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

9) BOTTOM OF FILTRATION BASIN TO BE SEEDED AND SHALL BE MULCHED WITH CLEAN GRAIN STRAW (MnDOT TYPE 3) AT A RATE OF 2 TONS PER ACRE.

10) SEEDING AND INSTALLATION OF ANY EROSION CONTROL BLANKET NECESSARY SHALL BE COMPLETED WITHIN SEVEN DAYS (7) DAYS OF FINAL GRADING.

FINES (200 SIEVE) OR MORE

CO PROJECT LOCATION PLAN
C1.0 OVERALL LAYOUT PLAN
C1.1-1.4 PRELIMINARY PLAT & GHOST PLAN
C2.1-2.3 GRADING AND DRAINAGE PLANS

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C6.1-6.3 STORM WATER POLLUTION PREVENTION PLANS

PRELIMINARY SITE PLAN PELLA BOILDING
PRELIMINARY SITE PLAN PARKSIDE STORAGE

CONTOUR DEVELOPMENT. I

CLIENT:

DEVELOPMENT, LLC 8195 Vernon Street

Rockford, MN 55373

Joe Radach 612-730-2265 jradach@contoured.com

ER TRAIL INDUSTRIAL PAR.

NED UNIT DEVELOPMENT PROJECT
6210 Pioneer Trail
Corcoran, Minnesota 55340

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

Date: 11/01/22 Reg. No. 24348

PREPARED BY: CIVIL ENGINEERING

SITE DESIGN

118 East Broadway St.
PO BOX 566

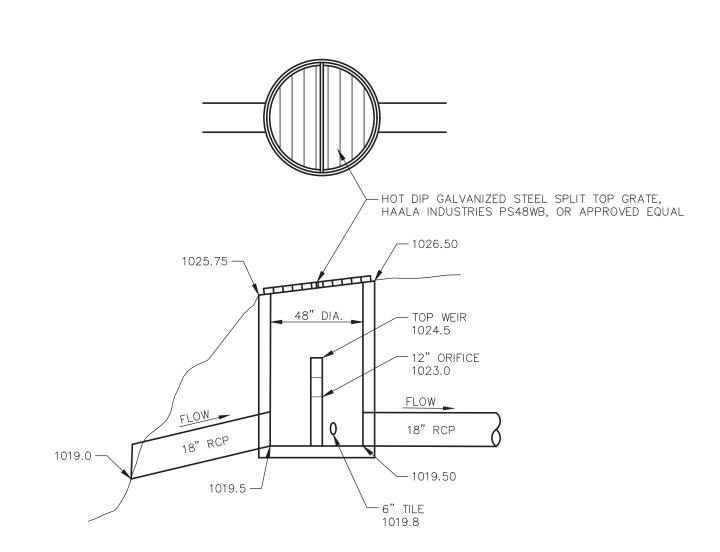
MODIFICENCY SESSES

 $\frac{REVISIONS}{11/O1/22 CITY COMMENTS}$ $\frac{1}{1} \frac{1}{1} \frac{1}{$

FILE NO. 00862

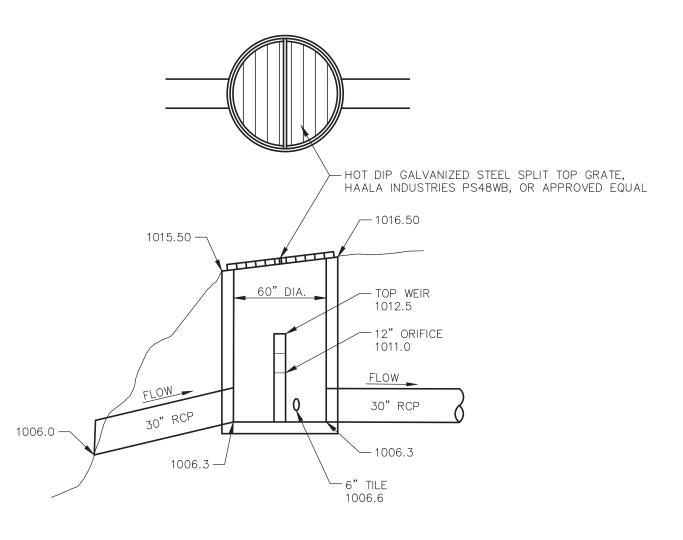
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Details

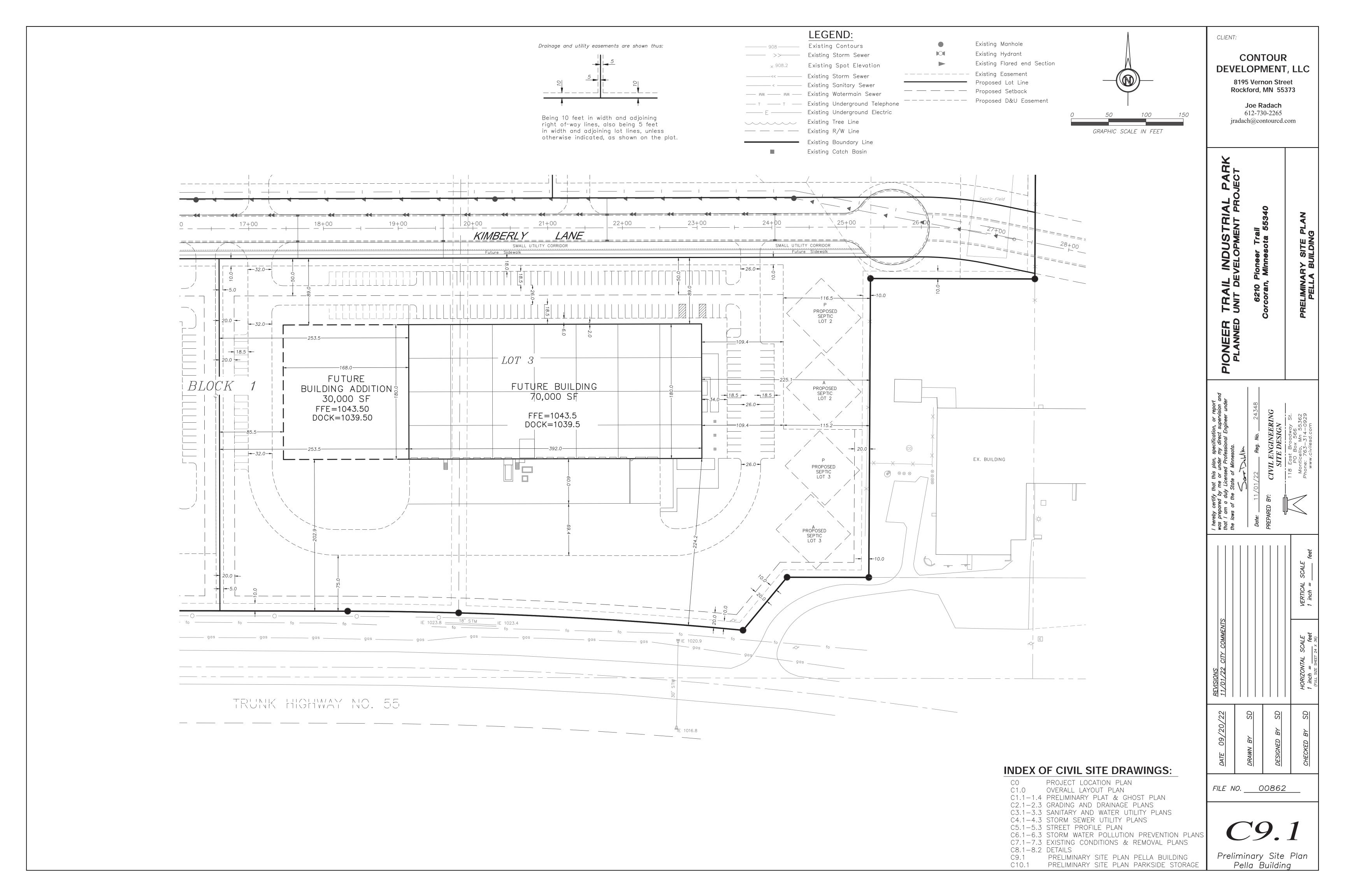


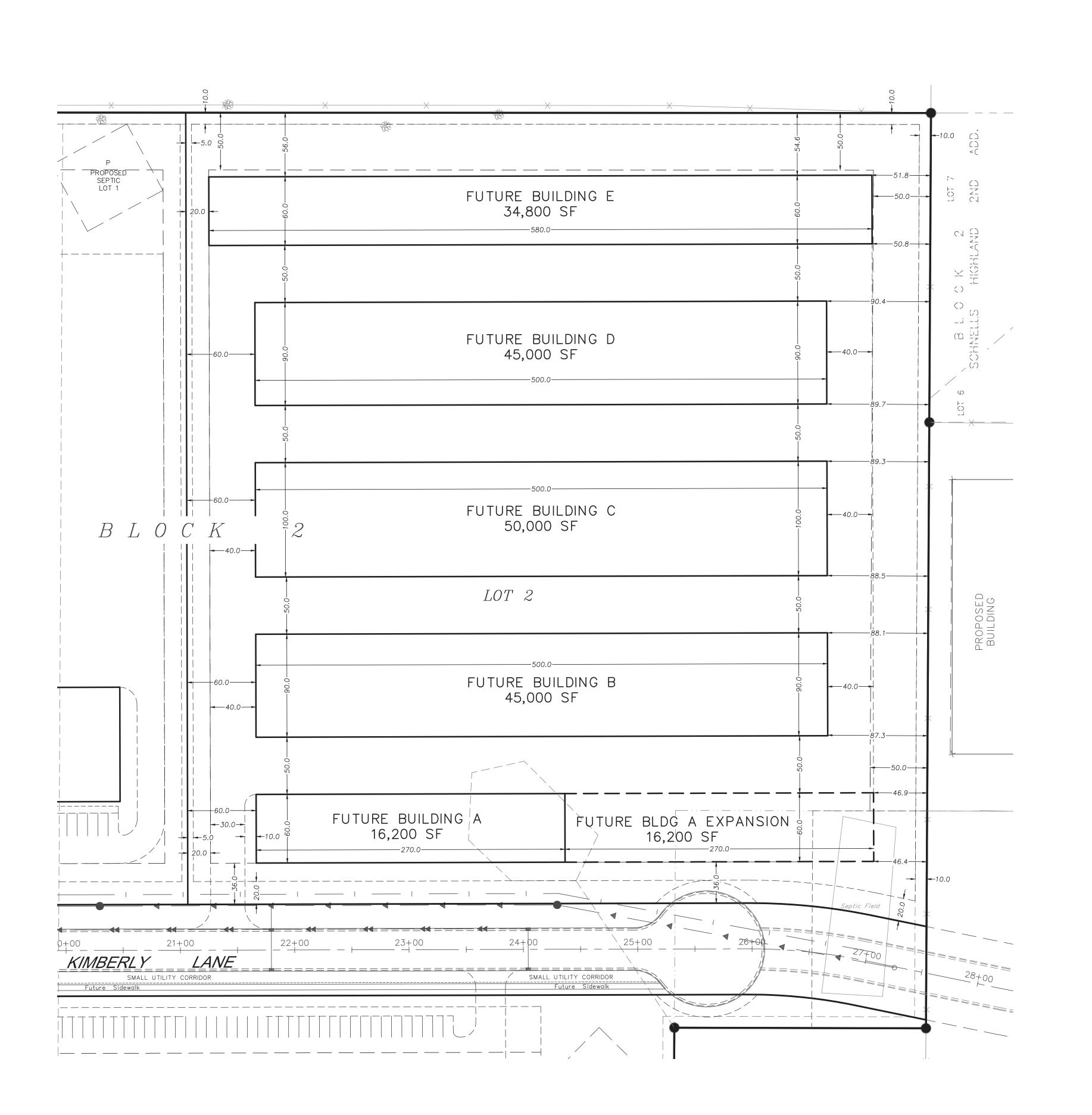
POND OUTLET CONTROL STRUCTURE
OCS-1 FOR POND 10P

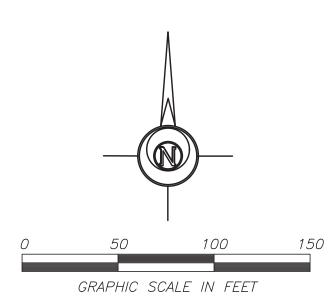
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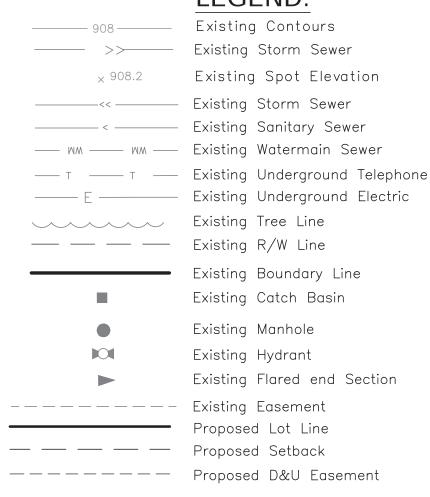
POND OUTLET CONTROL STRUCTURE
OCS-2 FOR POND 20P
NOT TO SCALE



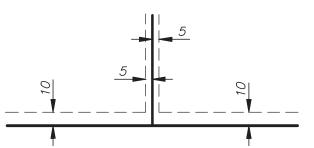




LEGEND:



Drainage and utility easements are shown thus:



Being 10 feet in width and adjoining right of-way lines, also being 5 feet in width and adjoining lot lines, unless otherwise indicated, as shown on the plat.

INDEX OF CIVIL SITE DRAWINGS:

PROJECT LOCATION PLAN C1.0 OVERALL LAYOUT PLAN C1.1-1.4 PRELIMINARY PLAT & GHOST PLAN C2.1-2.3 GRADING AND DRAINAGE PLANS C3.1-3.3 SANITARY AND WATER UTILITY PLANS

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PRELIMINARY SITE PLAN PELLA BUILDING C9.1 PRELIMINARY SITE PLAN PARKSIDE STORAGE CLIENT:

CONTOUR **DEVELOPMENT, LLC**

8195 Vernon Street

Joe Radach 612-730-2265 jradach@contoured.com

Rockford, MN 55373

TRAIL INDUSTRIAL PARK

PIONEER PLANNED

FILE NO. ____00862

Preliminary Site Plan Parkside Storage

PELLA CORCORAN **DISTRIBUTION CENTER NEW CONSTRUCTION**

CORCORAN, MN 55357



THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING

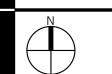
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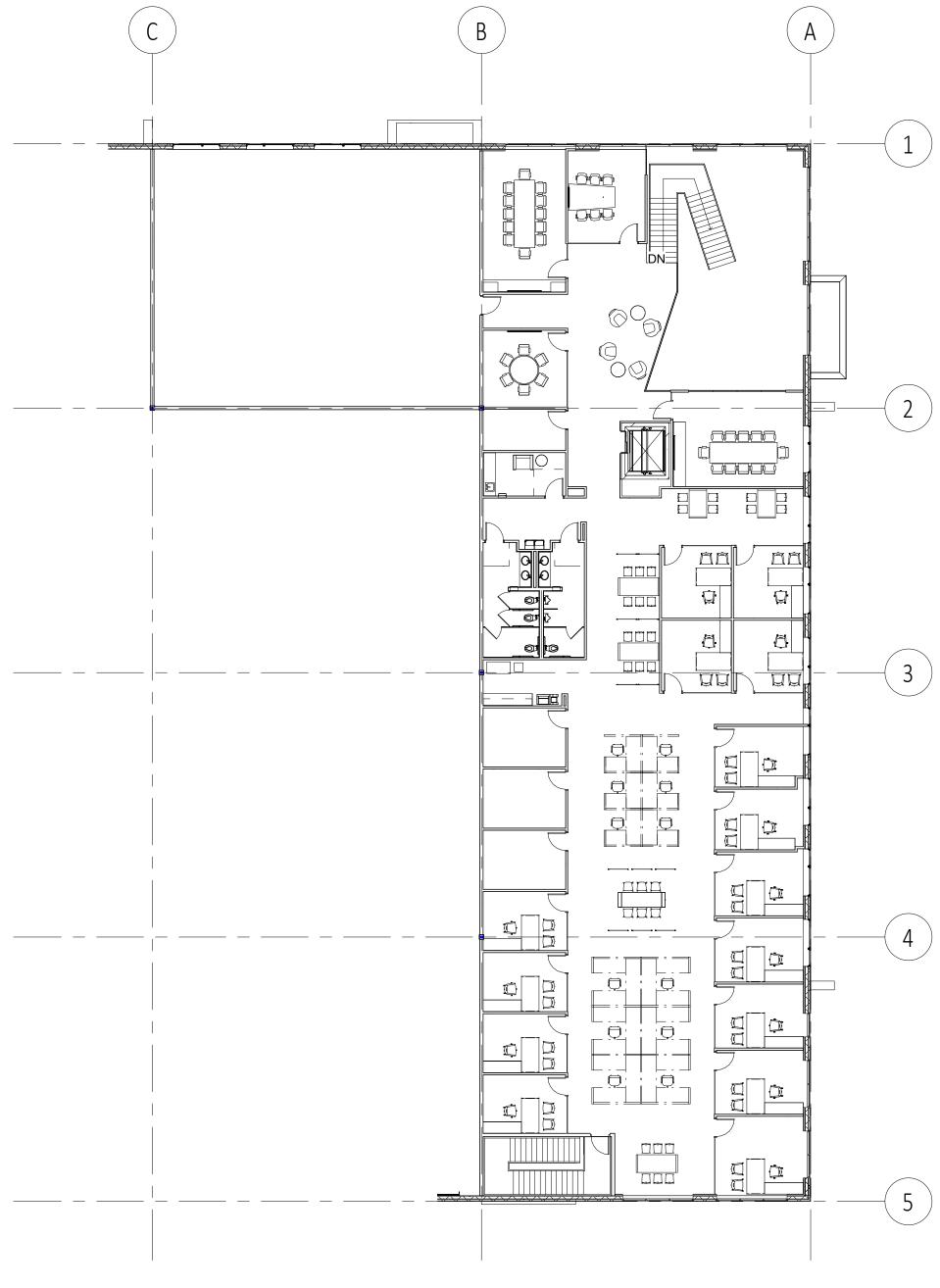
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FIRST LEVEL FLOOR PLAN

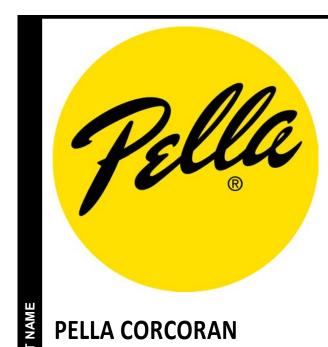
CITY SUBMITTAL



P101



SECOND LEVEL FLOOR PLAN
1/16" = 1'-0"



PELLA CORCORAN
DISTRIBUTION CENTER
NEW CONSTRUCTION

CORCORAN, MN 55357



NOT FOR TION CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

NO.	DESCRIPTION	

 PROJECT NUMBER:
 22135

 DRAWN BY:
 N. MISSLING

 CHECKED BY:
 S. OLIVER

DATE: 09/20/2022

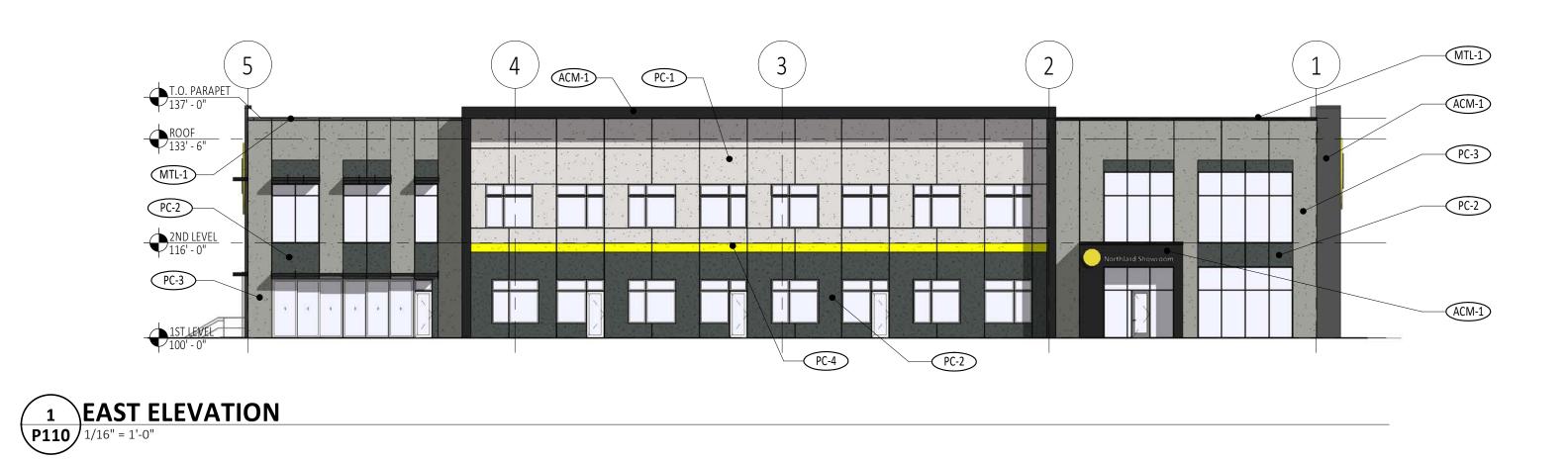
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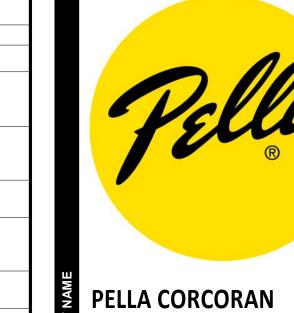
SECOND LEVEL FLOOR PLAN

CITY SUBMITTAL

P102



TAG		NOTES	SAMPLE
Alumir	num 606:	1	·
ACM-1	MANUFAC	CTURER: -	
	COLOR: SIZE:	BLACK AS INDICATED ON ELEVATIONS	
PAINT			
EP-1	MANUFAC	CTURER: -	
	COLOR:	T.B.D.	
PRFCA	ST CONC	RFTF	
PC-1	COLOR:	LIGHT GRAY	
101	FINISH:	LIGHT SANDBLAST	
PC-2	COLOR:	DARK GRAY	
	FINISH:	EXPOSED AGGREGATE	
PC-3	COLOR:	MEDIUM GRAY	
	FINISH:	HEAVY SANDBLAST	
	FIINISH.		
PC-4	COLOR:	PAINTED YELLOW	



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CORCORAN, MN 55357



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NO.	DESCRIPTION	

 DRAWN BY:
 N. MISSLING

 CHECKED BY:
 S. OLIVER

 DATE:
 09/20/2022

COMPUTER DIRECTORY:

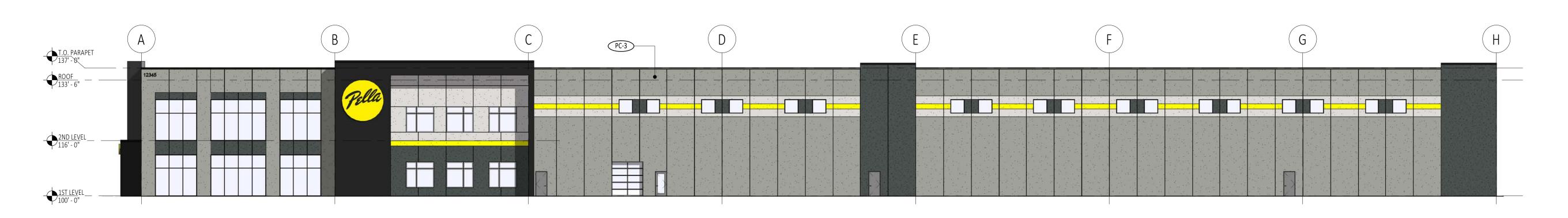
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EXTERIOR

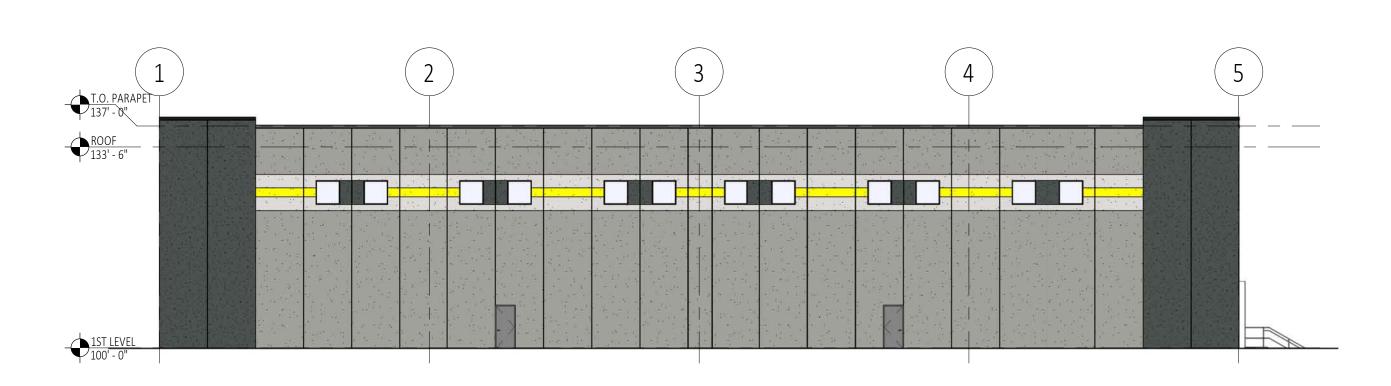
ELEVATIONS

CITY SUBMITTAL

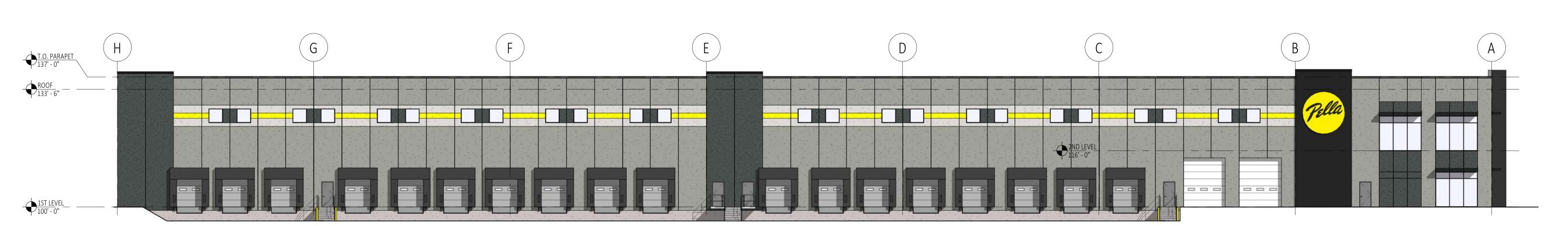
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2 NORTH ELEVATION 1/16" = 1'-0"

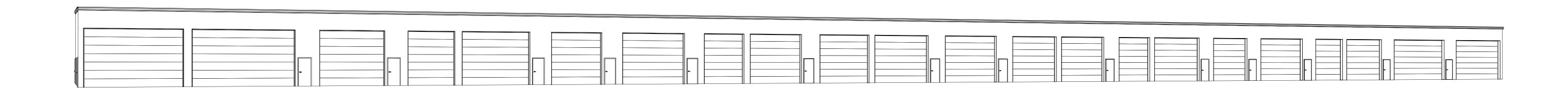


3 WEST ELEVATION 1/16" = 1'-0"



SOUTH ELEVATION1/16" = 1'-0"

Nike Building B Minnetrista, MN



GENERAL NOTES:

- ALL STRUCTURAL METAL FRAMING (PRIMARY & SECONDARY FRAMING) IS DESIGNED BY METAL BUILDING MANUFACTURER (PRE-ENGINEERED METAL BUILDING OR "PEMB"). STRUCTURAL METAL FRAME SHOWN IN ARCHITECTURAL DRAWINGS IS FOR
- REPRESENTATION ONLY. VERIFY SIZE & LOCATION WITH PEMB DRAWINGS. ALL NEW STEEL STUDS FOR PARTITION FRAMING SHALL BE MINIMUM 2'-0" O.C. 20 GAUGE. INCREASE GAUGE AS NECESSARY DUE TO HEIGHT, THICKNESS, BEARING, ETC., REFER TO STRUCTURAL
- CARPENTER TO PROVIDE BACKING FOR GRAB BARS, BATH ACCESSORIES, TOILET PARTITIONS. & MILLWORK. COORDINATE WITH MILLWORK CONTRACTOR FOR BACKING
- CARPENTER TO INSTALL ALL DOORS WITH HARDWARE, BATH ACCESSORIES, TOILET
- PARTITIONS, & DOOR SIGNAGE.
- FRAME/FURR OUT COLUMNS IN OFFICE AREA TO SMALLEST PROFILE.
- ALL DIMENSIONS FOR INTERIOR PARTITION FRAMING IS TO CENTERLINE OF WALL UNLESS OTHER WISE NOTED.
- ALL DIMENSIONS FROM THE EXTERIOR START / END ON "STEEL LINE" UNLESS
- BOILER ROOM TO BE 1 HOUR FIRE RATED CONSTRUCTION IF BOILER IS GREATER THAN
- 400K BTU'S. MECHANICAL, ELECTRICAL, AND PLUMBING TO BE DESIGN BUILD.
- 10. MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN BY OTHERS. ALL WORK SHOWN ON ARCHITECTURAL DRAWINGS THAT IS M/E/P IS FOR REFERENCE ONLY. SEE ALL NOTES FOR ADDITIONAL M/E/P INFORMATION
- 11. ROOF PENETRATIONS SHALL BE TO AN ABSOLUTE MINIMUM. IF POSSIBLE, KEEP ALL EQUIPMENT OFF OF ROOF.
- 12. VERIFY MECHANICAL, ELECTRICAL, AND PLUMBING EQUIPMENT LOCATIONS WITH
- GENERAL AND/OR OWNER. 13. GRAB BARS TO BE SUPPLIED BY PLUMBER & INSTALLED BY CARPENTER.
- 14. BATH FANS, GAS PIPING, THERMOSTATS, MOTOR STARTERS, ALL CONTROLS & RELAYS
- TO BE SUPPLIED & INSTALLED BY MECHANICAL.
- 15. ALL CONTROL WIRING TO BE BY ELECTRICIAN.
- 16. VERIFY ALL EXTERIOR WALL PENETRATIONS LOCATIONS WITH GENERAL
- 17. ELECTRICAL TO ENSURE PROPER LIFE SAFETY LIGHTING, EMERGENCY LIGHTING, AND
- EXIT SIGNAGE TO PROVIDE AS ACCESS TO EXIT(S). 18. ALL BATH MIRRIORS TO BE SUPPLIED BY GLASS CONTRACTOR.
- 19. ALL HANDRAILS, IF ANY, ARE TO BE INSTALLED AT BOTH SIDES OF STAIR AND/ OR RAMP.
- 20. ALL TRADES SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL **BUILDING CODES**
- 21. ALL TRADES TO CALL FOR THEIR OWN REQUIRED INSPECTIONS & MUST OBTAIN ANY REQUIRED PERMITS.
- 22. NOTIFY KCI OF ANY DISCREPANCIES ON THESE PLANS

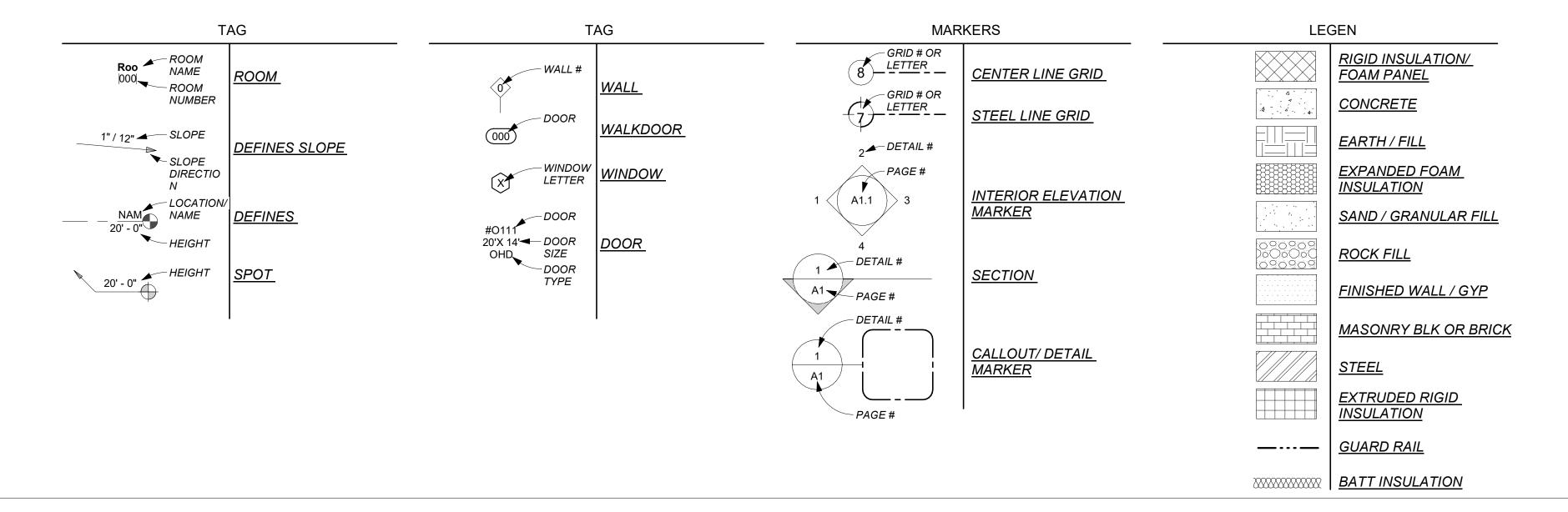
DESIGN CRITERIA:

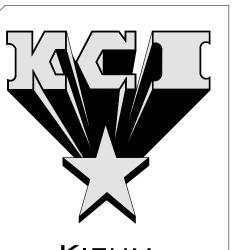
- STRUCTURE DESIGN SHALL COMPLY WITH BUILDING CODES REQUIRED BASED ON **BUILDING LOCATION.**
- DESIGN WIND LOAD: BY METAL BUILDING MFR, REFER TO PEMB PLANS. SNOW LOAD: BY METAL BUILDING MFR, REFER TO PEMB PLANS.
- ROOF LIVE LOAD: BY METAL BUILDING MFR, REFER TO PEMB PLANS.
- ROOF DEAD LOAD: 3 PSF (3/4" MTL LINER, 3" ISO RIGID, 3" EPS RIGID, & SSR PANEL)
- COLLATERAL LOAD: 2 PSF
- MEZZANINE LIVE LOAD FOR STORAGE: 125 PSF
- MEZZANINE LIVE LOAD FOR OFFICE: 70 PSF
- MEZZANINE DEAD LOAD BASED ON CONCRETE THICKNESS. REFER TO STRUCTURAL.

SITE & BUILDING CODE REVIEW:

- 1. THE BUILDING IS DESIGNED BASED ON:
 - 2015 MINNESOTA BUILDING CODE
 - 2015 MINNESOTA ACCESSIBILITY CODE 2015 MINNESOTA ENERGY CODE (ANSI/ASHRAE/IES STANDARD 90.1-2010)
 - 2015 MINNESOTA STATE FIRE CODE
- 2015 MINNESOTA PLUMBING CODE
- 2015 MINNESOTA MECHANICAL AND FUEL GAS CODE
- MINNESOTA ELECTRICAL CODE(2014 NEC)
- AREA OF BUILDING: 42,480SF
- AREA OF MEZZANINE: N/A
- BUILDING CONSTRUCTION TYPE: III-B **BUILDING OCCUPANCY GROUPS: S-1**
- **AUTOMATIC FIRE SUPPRESSION SYSTEM: YES**
- SEPARATION BASED ON OCCUPANCY GROUPS: N/A
- ALLOWABLE FLOOR AREA: 17,500 SF PER FLOOR, 2 STORIES
- FRONTAGE INCREASE BASED ON PROPERTY SIZE AND LOT LINE LOCATIONS: N/A INCREASE FOR AUTOMATIC FIRE SUPPRESSION SYSTEM: 17,500 x 3 = 52,500 SF
- TOTAL ALLOWABLE FLOOR AREA: 17.500 + 52.500 = 70.000 SF
- 12. OCCUPANT LOAD: 42,480/500 = 85 OCCUPANTS
- 13. PLUMBING FIXTURES PROVIDED: SOME UNITS PROVIDED WITH INDIVIDUAL TOILET ROOMS, PUBLIC RESTROOMS LOCATED IN BUILDING B.

	Sheet List
Sheet Number	Sheet Name
0.1	Cover Page / Code Review
1.1	Exterior Elevations
2.1	First Floor Plan
4.1	Building Sections
1	Foundation Plan
2	Foundation Details & Notes





KIEHM CONSTRUCTION INC.

8415 220TH STREET W LAKEVILLE, MN 55044 Office:(952)469-5600

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PLAN REVISIONS PREVIOUS REVISION DATES • 6-18-19

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Tunell Architects 1370 Cherry Hill Rd 651.451.8526

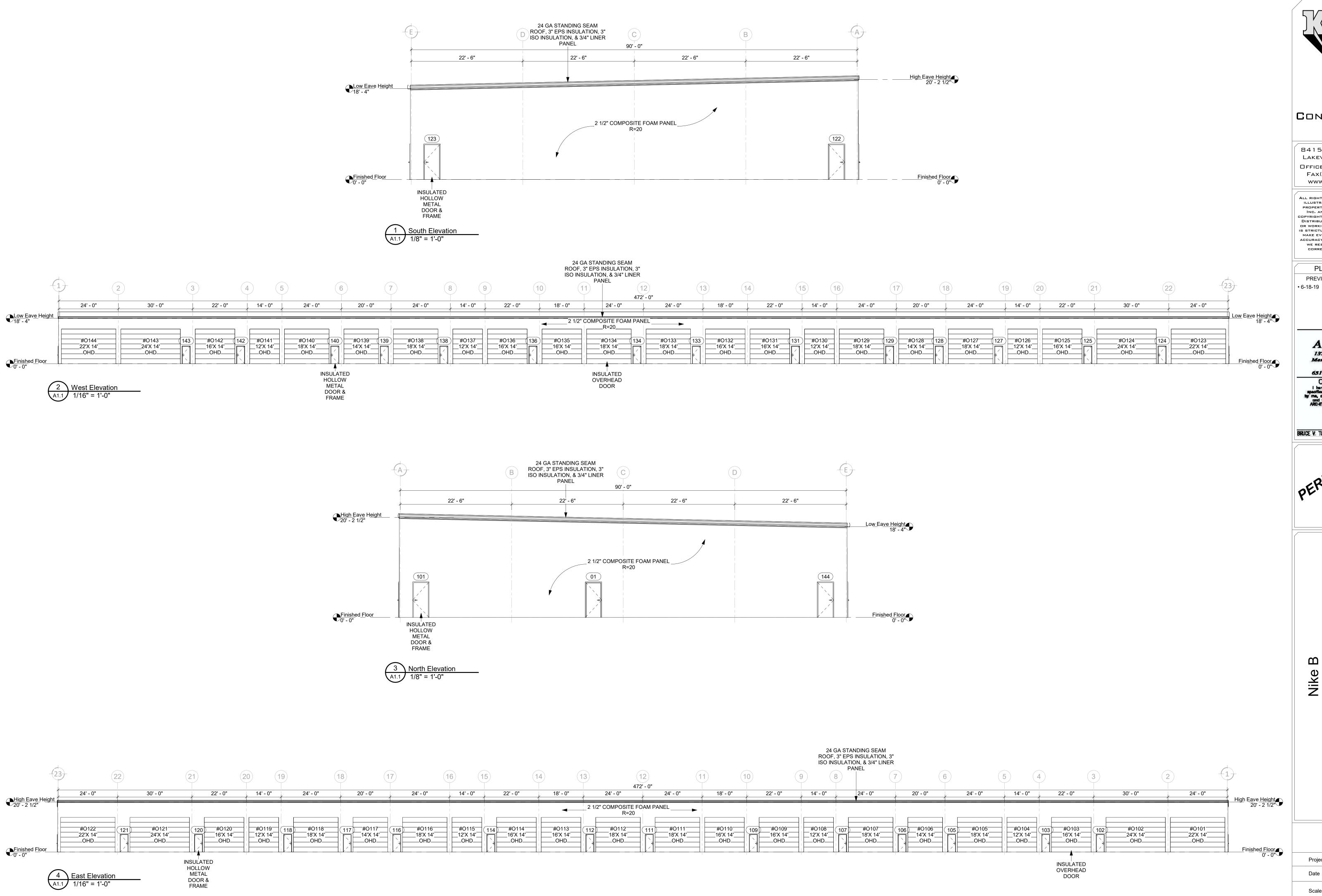


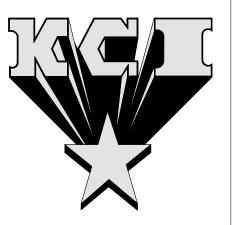
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Project #Project Number

7-24-19

1/8" = 1'-0"





KIEHM
CONSTRUCTION
INC.

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CHANGES OCCUR.

PLAN REVISIONS
PREVIOUS REVISION DATES:

• 6-18-19

Tunell Architects 1370 Charry Hill Rd Mendota Heights, MN 53118

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision and that I am a duly isomed ARCHITECT under the laws of the state of MINNESOTA

BRUCE V. TUNELL 18022 07-26-19

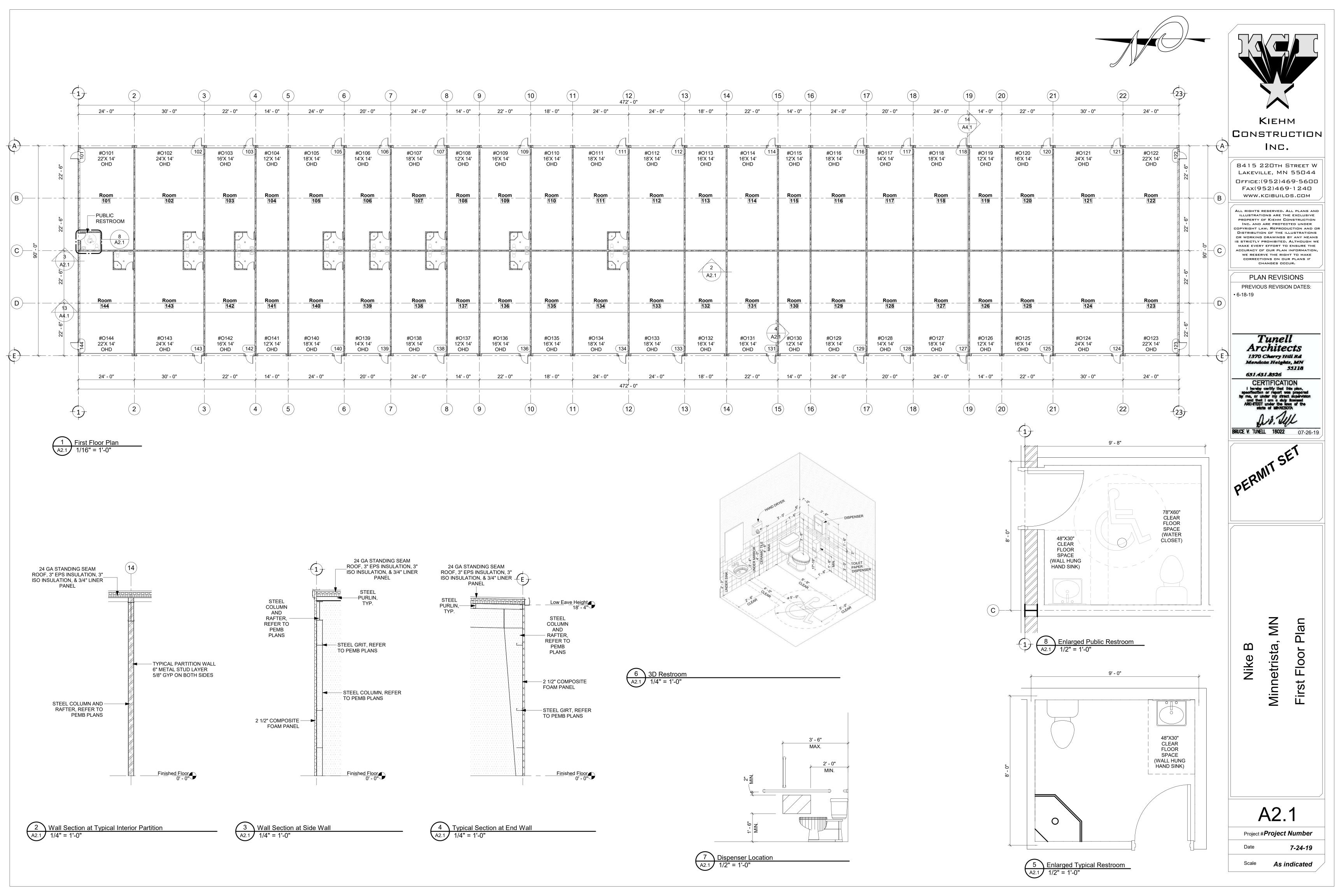
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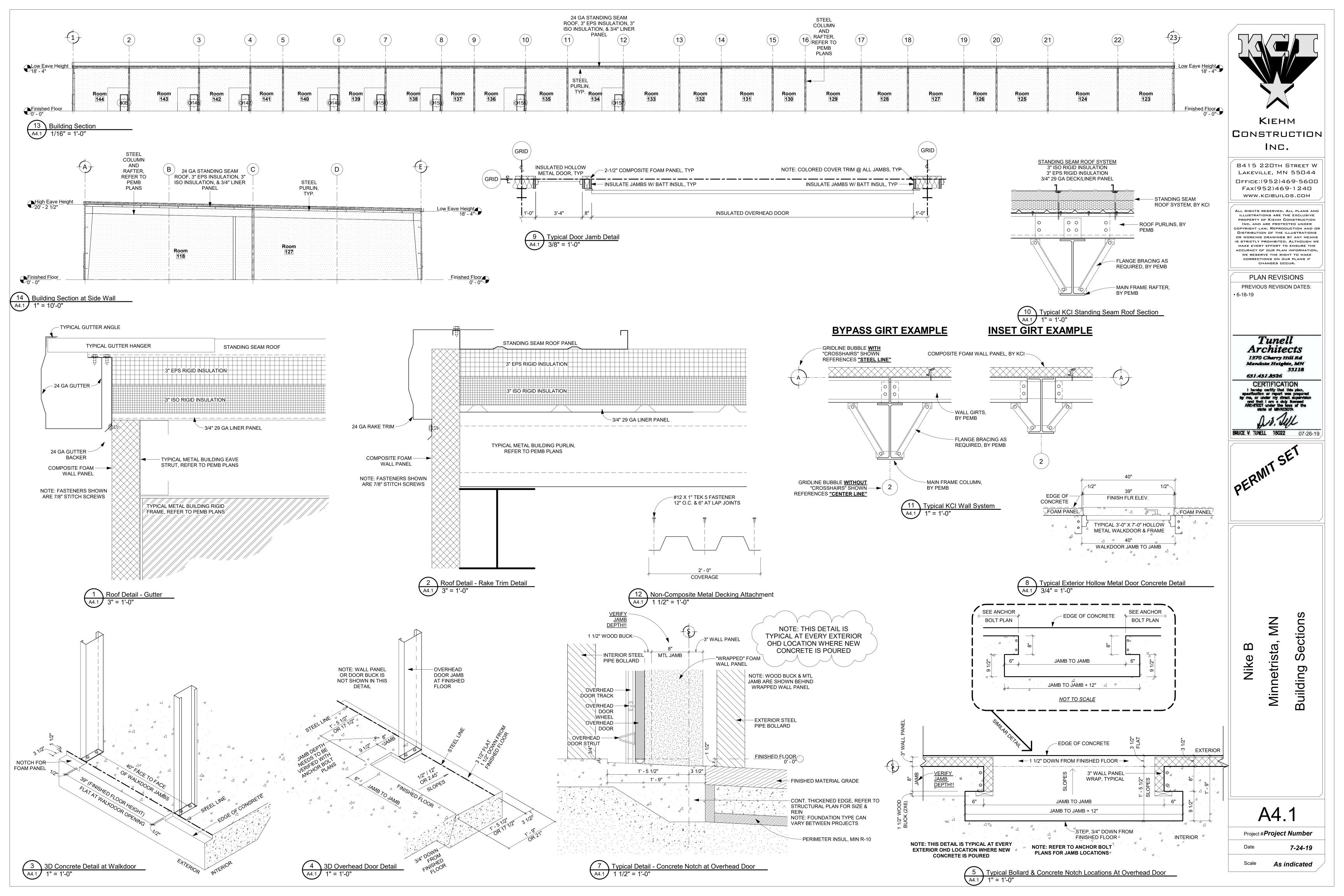
Minnetrista, MN Exterior Elevations

A1.1

Project #**Project Number**Date **7-24-19**

Scale As indicated





NORTHWOOD RED MAPLE Acer rubrum 'Northwood' Tilia cordata REDMOND LINDEN Tilia americana 'Redmond' RED OAK Quercus rubra SWAMP WHITE OAK Quercus bicolor

KENTUCKY COFFEETREE Gymnocladus dioica IMPERIAL HONEYLOCUST Gleditsia triacanthos var. inermis 'Skyline' Betula nigra RIVER BIRCH

TURF ESTABLISHMENT:

ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED WITH COMMERCIAL GRADE

OUTLOT 0.39 AC.

BLUEGRASS TURF MIXTURE (MnDOT #25-131 OR APPROVED EQUAL).

LOT #2 - BLOCK #1

2. 94 TREES PROVIDED INCLUDING:

94 TOTAL

SHRUB PLANTINGS:

67 DECIDUOUS OVERSTORY TREES

23 OVERSTORY CONIFEROUS TREES

OVERSTORY TREES:

FOLLOWS:

PER THE CITY OF CORCORAN LANDSCAPE ORDINANCE, REQUIRED LANDSCAPE

QUANTITIES ARE DETERMINED USING CALCULATIONS OF THE GROSS BUILDING

GROSS BUILDING AREAS DIVIDED BY 1,000 OR SITE PERIMETER DIVIDED BY 50

(WHICHEVER IS GREATER). FOR THIS LOT, BUILDING AREA IS BEING USED AS

04 DECIDUOUS ORNAMENTAL TREES (12 @ A 3:1 RATIO)

GROSS BUILDING AREAS DIVIDED BY 300 OR SITE PERIMETER DIVIDED BY 30

WHICHEVER IS GREATER. FOR THIS LOT, BUILDING AREA IS BEING USED AS

1. GROSS BUILDING AREA = 94,000 SF DIVIDED BY 300 = 313 SHRUBS

2. SHRUBS PROVIDED = 313 (TO BE SHOWN AT FINAL SUBMITTAL)

1. GROSS BUILDING AREA = 94,000 SF DIVIDED BY 1,000 = 94 OVERSTORY TREES

FLOOR AREA OR SITE PERIMETER AT THE FOLLOWING RATIOS:

HACKBERRY Celtis occidentalis

ORNAMENTAL TREES - 1.5" CAL.

LANDSCAPE PLAN:

STORAGE OF TREES ON CONSTRUCTION SITE:

PLANTING BACKFILL FOR EACH PLANTING.

OFF-SITE DISPOSAL OF ANY MATERIALS.

TREE PLANTING NOTES:

SUBSTITUTIONS WILL BE CONSIDERED ONLY IF REQUESTED PRIOR TO BIDDING OF THE

TREES SHALL NOT BE STORED ON SITE FOR EXTENDED TIME PERIODS. IF PLANTINGS

ALL PLANTINGS SHALL BE INSTALLED PER THE PLANTING DETAILS AS SHOWN IN THESE

THE PLANTING HOLE AND CREATION OF A WATERING WELL TO ALLOW SOAKING OF THE

CONSTRUCTION DOCUMENTS. PARTICULAR ATTENTION WILL BE PAID TO OVERSIZING

RESPONSIBLE FOR CORRECTING ANY TREES THAT FALL OUT OF PLUMB DURING THE

ALL TAGGING AND PLANT LABLES SHALL BE REMOVED AFTER PLANTING. BALLED AND

BURLAPPED PLANTINGS SHALL HAVE ANY ROPE REMOVED FROM THE TRUCK AND THE TOP OF THE WIRE CAGE REMOVED FROM THE BALL AFTER PLACEMENT IN THE

ALL PLANTING SHALL BE COVERED BY A ONE YEAR WARRANTY PERIOD TO COVER

OF STRESS AT THE WARRANTY INSPECTION. REPLACEMENT OF ANY FAILED PLANTINGS INCLUDES RE-ESTABLISHING CLEAN MULCH AROUND ANY REMOVALS AND

REPLACEMENT OF ANY PLANTINGS THAT HAVE DIED OR ARE SHOWING OBVIOUS SIGNS

STAKING OF THE TREES IS OPTIONAL, BUT THE CONTRACTOR SHALL BE HELD

CANNOT BE PLACED IN THE GROUND, AND WELL WATERED THAT SAME DAY, THE PLANTINGS SHALL HAVE MOIST MULCH COVERING THE ROOTS AT ALL TIMES.

PROJECT. THE CONTRACTOR SHALL VERIFY AVAILABILITY OF THE SPECIFIED MATERIALS AND INFORM THE LANDSCAPE ARCHITECT OF ANY CONCERNS PRIOR TO

TREE SELECTIONS:

PLANTING INSTRUCTIONS:

REMOVAL OF TAGGING:

PLANTING PIT.

STAKING:

Amelanchier laevis THORNLESS HAWTHORN Crataegus crusgalli 'Inermis' AMUR CHOKECHERRY Prunus maackii FLOWERING CRABAPPLE Malus spp.

JAPANESE TREE LILAC Syringa reticulata MERRILL MAGNOLIA Magnolia x loebneri 'Merrill'

LOT #1 - BLOCK #1

2. 35 TREES PROVIDED INCLUDING:

35 TOTAL

SHRUB PLANTINGS:

20 DECIDUOUS OVERSTORY TREES

OVERSTORY CONIFEROUS TREES

1. SITE PERIMETER = 1,742 LF DIVIDED BY 30 = 58 SHRUBS

LANDSCAPE CALCULATIONS:

2. SHRUBS PROVIDED = 58 (TO BE SHOWN AT FINAL SUBMITTAL)

OVERSTORY TREES:

FOLLOWS:

FOLLOWS:

PER THE CITY OF CORCORAN LANDSCAPE ORDINANCE, REQUIRED LANDSCAPE

QUANTITIES ARE DETERMINED USING CALCULATIONS OF THE GROSS BUILDING

GROSS BUILDING AREAS DIVIDED BY 1,000 OR SITE PERIMETER DIVIDED BY 50

(WHICHEVER IS GREATER). FOR THIS LOT, SITE PERIMETER IS BEING USED AS

1. SITE PERIMETER = 1,742 LF DIVIDED BY 50 = 35 OVERSTORY TREES

00 DECIDUOUS ORNAMENTAL TREES (9 @ 3:1 RATIO)

GROSS BUILDING AREAS DIVIDED BY 300 OR SITE PERIMETER DIVIDED BY 30

WHICHEVER IS GREATER. FOR THIS LOT, BUILDING AREA IS BEING USED AS

FLOOR AREA OR SITE PERIMETER AT THE FOLLOWING RATIOS:

LOT #3 - BLOCK #1 PER THE CITY OF CORCORAN LANDSCAPE ORDINANCE, REQUIRED LANDSCAPE QUANTITIES ARE DETERMINED USING CALCULATIONS OF THE GROSS BUILDING FLOOR AREA OR SITE PERIMETER AT THE FOLLOWING RATIOS:

OVERSTORY TREES: GROSS BUILDING AREAS DIVIDED BY 1,000 OR SITE PERIMETER DIVIDED BY 50 (WHICHEVER IS GREATER). FOR THIS LOT, BUILDING AREA IS BEING USED AS

FOLLOWS: 1. GROSS BUILDING AREA = 70,000 SF DIVIDED BY 1,000 = 70 OVERSTORY TREES 1. SITE PERIMETER = 3,966 LF DIVIDED BY 50 = 80 OVERSTORY TREES 2. MORE THAN 70 TREES PROVIDED INCLUDING:

72 DECIDUOUS OVERSTORY TREES 58 OVERSTORY CONIFEROUS TREES 53 DECIDUOUS ORNAMENTAL TREES (3:1 RATIO) 207 TOTAL

GROSS BUILDING AREAS DIVIDED BY 300 OR SITE PERIMETER DIVIDED BY 30 WHICHEVER IS GREATER. FOR THIS LOT, BUILDING AREA IS BEING USED AS FOLLOWS:

1. GROSS BUILDING AREA = 70,000 SF DIVIDED BY 300 = 233 SHRUBS 2. SHRUBS PROVIDED = 233 (TO BE SHOWN AT FINAL SUBMITTAL)

TREE PLANTINGS REQUIRED ON LOTS NORTH OF THE PROPOSED EAST/WEST ROADWAY TO ALLOW GREATER SCREENING ON THE WESTERLY LOT WHERE GREEN SPACE IS MORE GENEROUS. LOT #1 - BLOCK #2 LOT #2 - BLOCK #2

■ PER FLEXIBILITY ALLOWED VIA THE PUD APPROVAL PROCESS, WE ARE PROPOSING COMBINING THE TOTAL

ALL LANDSCAPED AND TURF AREAS SHALL BE COVERED BY UNDERGROUND, AUTOMATED IRRIGATION

EXTRA ZONES FOR FUTURE EXPANSION, AND APPROPRIATE BACKFLOW PREVENTERS PER CODE

SYSTEMS UNIQUE TO EACH PARCEL. SYSTEMS SHALL HAVE ELECTRONIC CONTROLLERS, RAIN SENSORS,

FUTURE BUILDING E

FUTURE BUILDING D

DUE TO VERY LIMITED PLANTING SPACE AROUND EACH

DEVIATION FROM REQUIRED SHRUB PLANTINGS AS NOTED

IN THE CALCULATIONS BELOW. SHRUBS ARE PRIORITIZED

ON THE SOUTHERN EDGE OF THE LOT TO ACCENT VIEWS

STORAGE BUILDING, WE ARE REQUESTING A PUD

IRRIGATION:

PER THE CITY OF CORCORAN LANDSCAPE ORDINANCE, REQUIRED LANDSCAPE QUANTITIES ARE DETERMINED USING CALCULATIONS OF THE GROSS BUILDING FLOOR AREA OR SITE PERIMETER AT THE FOLLOWING RATIOS:

OVERSTORY TREES:

GROSS BUILDING AREAS DIVIDED BY 1,000 OR SITE PERIMETER DIVIDED BY 50 (WHICHEVER IS GREATER). FOR THIS LOT, SITE PERIMETER IS BEING USED AS FOLLOWS:

- 2. TREES PROVIDED INCLUDING:
- 99 DECIDUOUS OVERSTORY TREES 95 OVERSTORY CONIFEROUS TREES
- 03 DECIDUOUS ORNAMENTAL TREES (9 @ 3:1 RATIO) 197 TOTAL (+117 MORE THAN REQUIRED - SEE ABOVE)
- SHRUB PLANTINGS:

GROSS BUILDING AREAS DIVIDED BY 300 OR SITE PERIMETER DIVIDED BY 30 WHICHEVER IS GREATER. FOR THIS LOT, BUILDING AREA IS BEING USED AS

1. SITE PERIMETER = 3,966 LF DIVIDED BY 30 = 132 SHRUBS 2. SHRUBS PROVIDED = 132 (TO BE SHOWN AT FINAL SUBMITTAL)

PER THE CITY OF CORCORAN LANDSCAPE ORDINANCE, REQUIRED LANDSCAPE QUANTITIES ARE DETERMINED USING CALCULATIONS OF THE GROSS BUILDING FLOOR AREA OR SITE PERIMETER AT THE FOLLOWING RATIOS:

OVERSTORY TREES:

GROSS BUILDING AREAS DIVIDED BY 1,000 OR SITE PERIMETER DIVIDED BY 50 (WHICHEVER IS GREATER). FOR THIS LOT, BUILDING AREA IS BEING USED AS

1. GROSS BUILDING AREA = 207,200 SF DIVIDED BY 100 = 208 OVERSTORY TREES 2. TREES PROVIDED INCLUDING:

- 35 DECIDUOUS OVERSTORY TREES
- OVERSTORY CONIFEROUS TREES
- DECIDUOUS ORNAMENTAL TREES (0 @ 3:1 RATIO) 91 TOTAL (-117 LESS THAN REQUIRED - SEE ABOVE)

SHRUB PLANTINGS: GROSS BUILDING AREAS DIVIDED BY 300 OR SITE PERIMETER DIVIDED BY 30 WHICHEVER IS GREATER. FOR THIS LOT, BUILDING AREA IS BEING USED AS

1. GROSS BUILDING AREA = 207,200 SF DIVIDED BY 300 = 691 SHRUBS 2. SHRUBS PROVIDED = 174 (AS SHOWN ON PLAN)

3. REQUESTED DEVIATION 75% = MINUS 517 TOTAL

14165 James Road - Suite 200A Rogers, MN 55374

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Project Name:

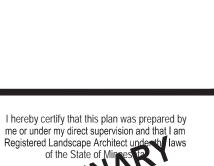
PIONEER TRAIL INDUSTRIAL PARK

Joseph Radach Contour Development LLC 8195 Vernon Street Rockford, MN 55373 612-730-2265

Corcoran, Minnesota

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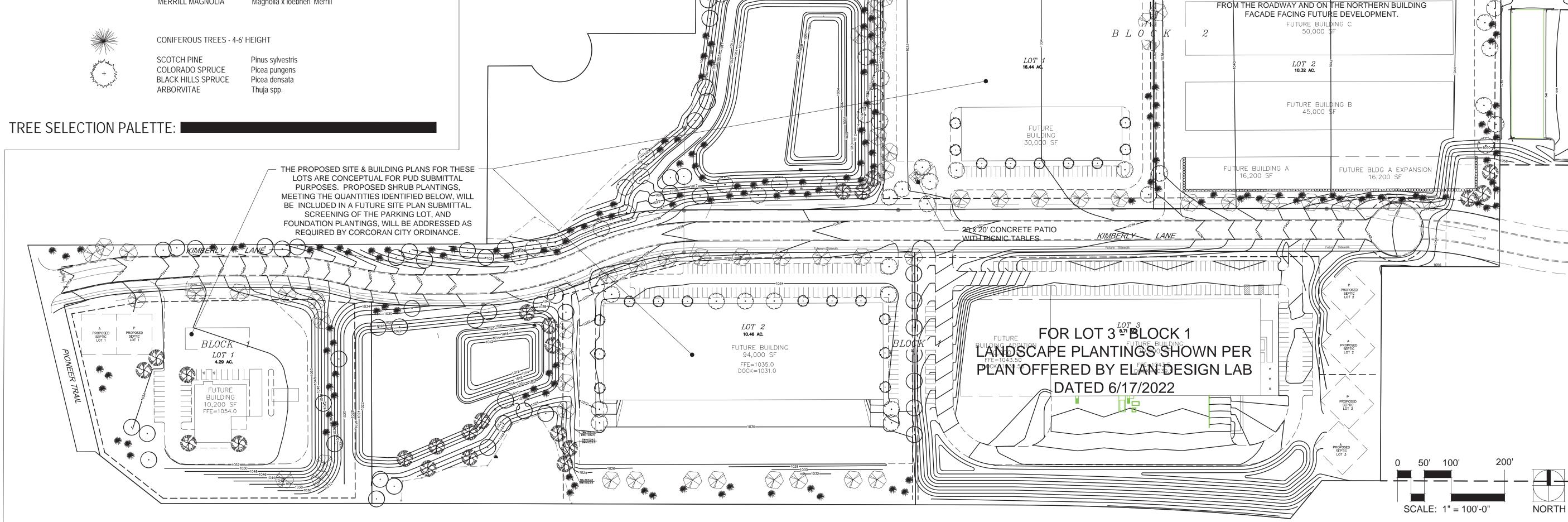
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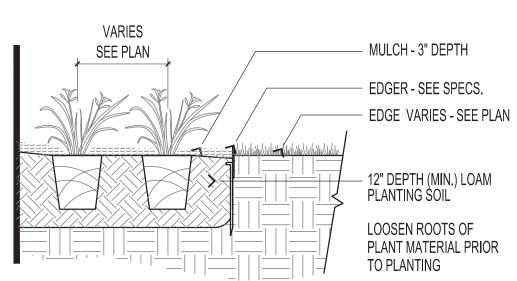
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LANDSCAPE PLAN

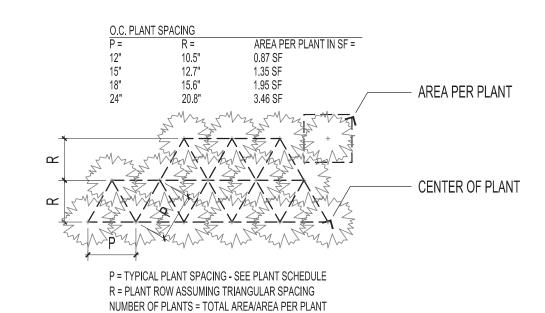
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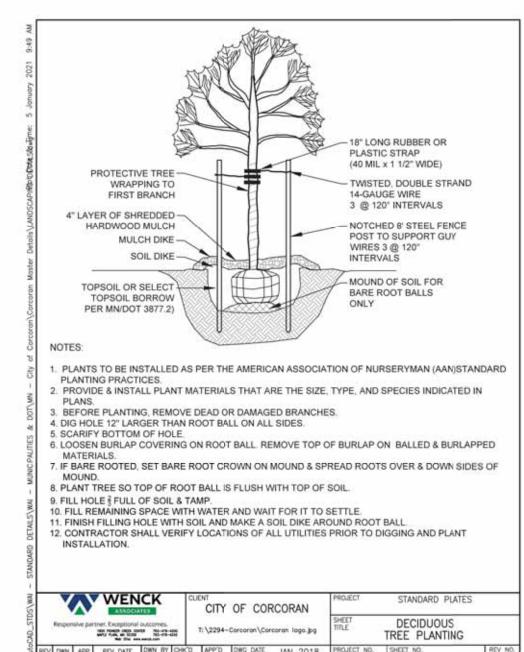


SCALE: 3/4" = 1'-0"



PERENNIAL SPACING GUIDELINES

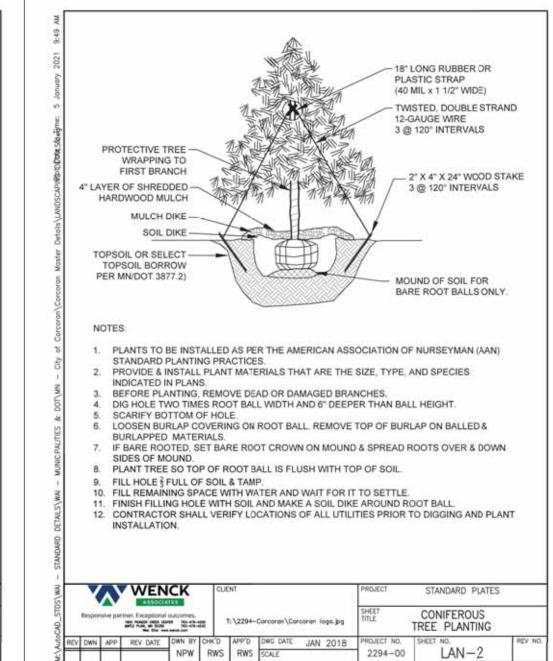
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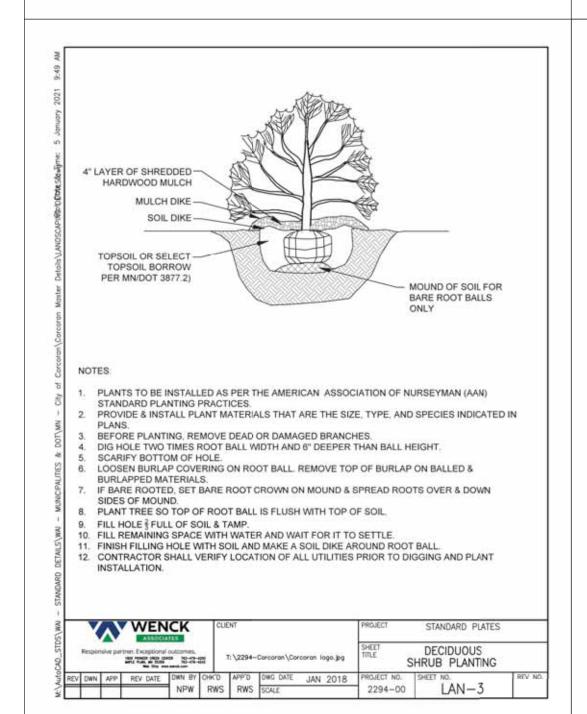


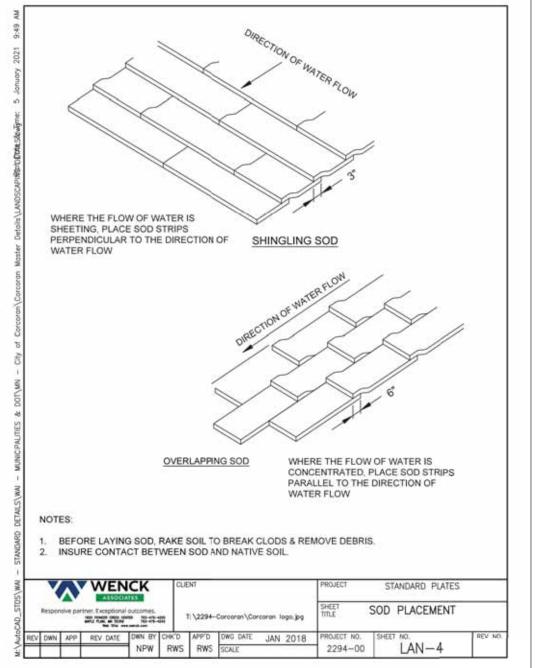
NPW RWS RWS SCALE

LAN-1

2294-00







THE CONTRACTOR SHALL:

VISIT SITE PRIOR TO SUBMITTING BID TO INSPECT INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE SCOPE OF WORK.

VERIFY THE LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES THAT WOULD COMPROMISE THE DESIGN OR INTENT OF THE PROJECT LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

PROTECT ALL EXISTING FEATURES FROM DAMAGE DURING PLANTING OPERATIONS. ANY DAMAGE SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.

CALL GOPHER-ONE TO VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE PROTECTION FOR SAME BEFORE CONSTRUCTION

ESTABLISH TO THEIR SATISFACTION THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

UTILITIES, BACKGROUND INFORMATION, AND LAYOUT:

ALL UNDERGROUND UTILITIES SHALL BE LAID SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN. ADEQUATELY COMPACT ANY EXCAVATED AREAS TO AVOID FUTURE SETTLEMENT.

EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF DISCREPANCIES THAT WOULD COMPROMISE THE DESIGN INTENT PRIOR TO BEGINNING CONSTRUCTION.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.

LANDSCAPE INSTALLATION AND PHASING:

COORDINATE THE LANDSCAPING AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTINGS SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE PLANTING AREAS.

PLANT MATERIALS:

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE NURSERY STOCK STANDARDS AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION

PLANTS SHALL NOT BE STOCKPILED ON SITE ANY LONGER THAN NECESSARY AND SHALL HAVE ADEQUATE WATERING AT ALL TIMES PRIOR TO PLANTING. PLANTS THAT SHOW OBVIOUS SIGNS OF DISTRESS FROM HEAT, OR LACK OF WATER, SHALL NOT BE INSTALLED. ROOT BALLS FOR ALL TREES SHALL BE COVERED WITH MULCH WHILE AWAITING PLANTING.

UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED SHRUB HEIGHT. ORNAMENTAL TREES SHALL HAVE NO 'V' CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE THE ROOT FLARE. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE THE ROOT FLARE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL HAVE A FULL, NATURAL FORM CONSISTENT WITH THE SPECIES.

THE LANDSCAPE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF ANY DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE ALL STAKING PRIOR TO ANY DIGGING.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.

ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS ARE OCCASIONALLY NEEDED IN THE FIELD. SHOULD AN ADJUSTMENT BE REQUIRED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED IN ADVANCE TO DISCUSS AN ACCEPTABLE MODIFICATION..

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL, OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS OR MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 0-20-20 OF 12 OZ PER 2.5" CALIPER PER TREE AND 6 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 10-10-10 THE FOLLOWING

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 8" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEA/COMPOST AND 10 PARTS SAND.

ALL PLANTS SHALL BE INSTALLED PER THE PLANTING DETAILS.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR TTHEIR PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND/OR INSTALLATION.

EDGING AND MAINTENANCE STRIPS:

BLACK POWDER COATED STEEL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD/SEED UNLESS NOTED OTHERWISE.

MAINTENANCE STRIPS SHALL HAVE EDGER AND MULCH AS SPECIFIED OR AS INDICATED ON DRAWINGS.

MULCHING

ROCK MULCH OR COBBLE SHALL BE CLEAN AND FREE OF ANY SIGNIFICANT DIRT, SOIL, OR ORGANIC MATTER THAT WILL PROMOTE WEED GROWTH. HIGH QUALITY GEOTEXTILE FABRIC, WITH EDGES OVERLAPPED AT LEAST 12", SHALL BE PLACED UNDER ALL ROCK MULCH

ALL SHRUB BED MASSES SHALL RECEIVE 3" COMPACTED DEPTH LAYER OF BROWN SHREDDED WOOD MULCH WITH A UNIFORM TREATMENT OF PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) APPLIED PRIOR TO MULCHING.

ALL PERENNIAL PLANTING BEDS SHALL RECEIVE 3" COMPACTED DEPTH LAYER OF BROWN SHREDDED WOOD MULCH WITH A UNIFORM TREATMENT OF PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) APPLIED PRIOR TO MULCHING.

ALL TREES SHALL HAVE A MULCH RING (MINIMUM 48" DIAMETER) OF 4" DEEP SHREDDED HARDWOOD MULCH WITH NONE IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE EMERGENT HERBICIDE (PREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDED RATES UNDER ALL MULCHED AREAS INCLUDING TREE MULCH RINGS.

IDDICATION:

VERIFY EXISTING/PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

UNLESS SPECIFICALLY NOTED OTHERWISE, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SHOP DRAWING AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THE IRRIGATION SHOP DRAWINGS SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDERING MATERIALS OR INSTALLATION.

THE LANDSCAPE CONTRACTOR SHALL INSURE THAT ALL SODDED/SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.

TURF OR OTHER SEEDED AREAS SHALL BE ON DIFFERENT ZONES THAN PLANTING BEDS IN ORDER TO CONTROL WATER FLOW TO DIFFERING PLANT SPECIES.

IRRIGATION TRENCHES SHALL BE ADEQUATELY COMPACTED TO AVOID SETTLEMENT IN THE FUTURE.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A WATERING/LAWN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

SEEDING AND SODDING:

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED PER MNDOT SPECS UNLESS OTHERWISE NOTED.

ALL SEEDED AREAS WITH SLOPES STEEPER THAN 4:1 SHALL HAVE STRAW MAT, OR OTHER SUITABLE EROSION CONTROL METHODS, IN PLACE IMMEDIATELY AFTER SEEDING.

WHERE SOD OR SEED ABUTS A PAVED SURFACE, FINISHED GRADE SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS.
SOD MUST BE STAKED WITH WOOD LATH OR METAL STAKES ON SLOPES STEEPER THAN 3:1
OR IN DRAINAGE SWALES

CALENDAR OR CLIMATIC RESTRICTIONS:

THE PREFERRED SODDING WINDOW IS FROM AUGUST 15th - OCTOBER 15th. HOWEVER, SOD MAY BE INSTALLED AT ANY TIME PROVIDED ADEQUATE IRRIGATION COVERAGE IS AVAILABLE. IF NO IRRIGATION IS AVAILABLE, THE CONTRACTOR IS RESPONSIBLE FOR SUPPLEMENTAL WATERING AS NEEDED FOR SOD ESTABLISHMENT. THE PREFERRED FALL SEEDING WINDOW, FOR SITES WITHOUT IRRIGATION, IS FROM AUGUST 15th - SEPTEMBER 15th.

DORMANT SEEDING MAY OCCUR AFTER SOIL TEMPERATURES ARE CONSISTENTLY BELOW 45 DEGREES AND SHOULD GENERALLY NOT OCCUR PRIOR TO NOVEMBER 1st.

LANDSCAPE PLANTING SHOULD GENERALLY OCCUR FROM MAY 1st - JUNE 15th OR FROM SEPTEMBER 1st - OCTOBER 15th. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED, BUT CAN OCCUR WITH PROPER CARE OF NURSERY STOCK ON SITE AND WITH AMPLE WATERING.

PLANTING SHALL NOT OCCUR IF TEMPERATURES ARE HIGHER THAN 85 F. DEGREES, OR IF WINDS EXCEED 15 MPH DURING PLANTING OPERATIONS.

PROTECT ALL EXISTING OAKS ON SITE SCHEDULED TO REMAIN. IF EXISTING OAKS ARE DAMAGED IN ANY MANOR, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING. OAKS ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15th AND JULY 1st.

OWNER ACCEPTANCE AND WARRANTY REQUIREMENTS

THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

THE CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE/PEST CONTROL.

AT A MINIMUM, THE CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE. THE WARRANTY (INCLUDINGT AT LEAST ONE FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. PARTIAL ACCEPTANCE WILL NOT BE CONSIDERED

REPRODUCIBLE AS-BUILT DRAWING(S) OF ALL LANDSCAPE INSTALLATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO PROJECT ACCEPTANCE.



14165 James Road - Suite 200A Rogers, MN 55374

Phone: 612-237-8355 www.insideoutsidearchitecture.com

Project Name:

PIONEER TRAIL INDUSTRIAL PARK

Joseph Radach Contour Development LLC 8195 Vernon Street Rockford, MN 55373 612-730-2265

Corcoran, Minnesota

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Project #: 22-008

Date: 11-01-2022

Revision: PK

Checked By: PK

Signature:

Sheet Title:

LANDSCAPE NOTES
AND DETAILS

Sheet Number:

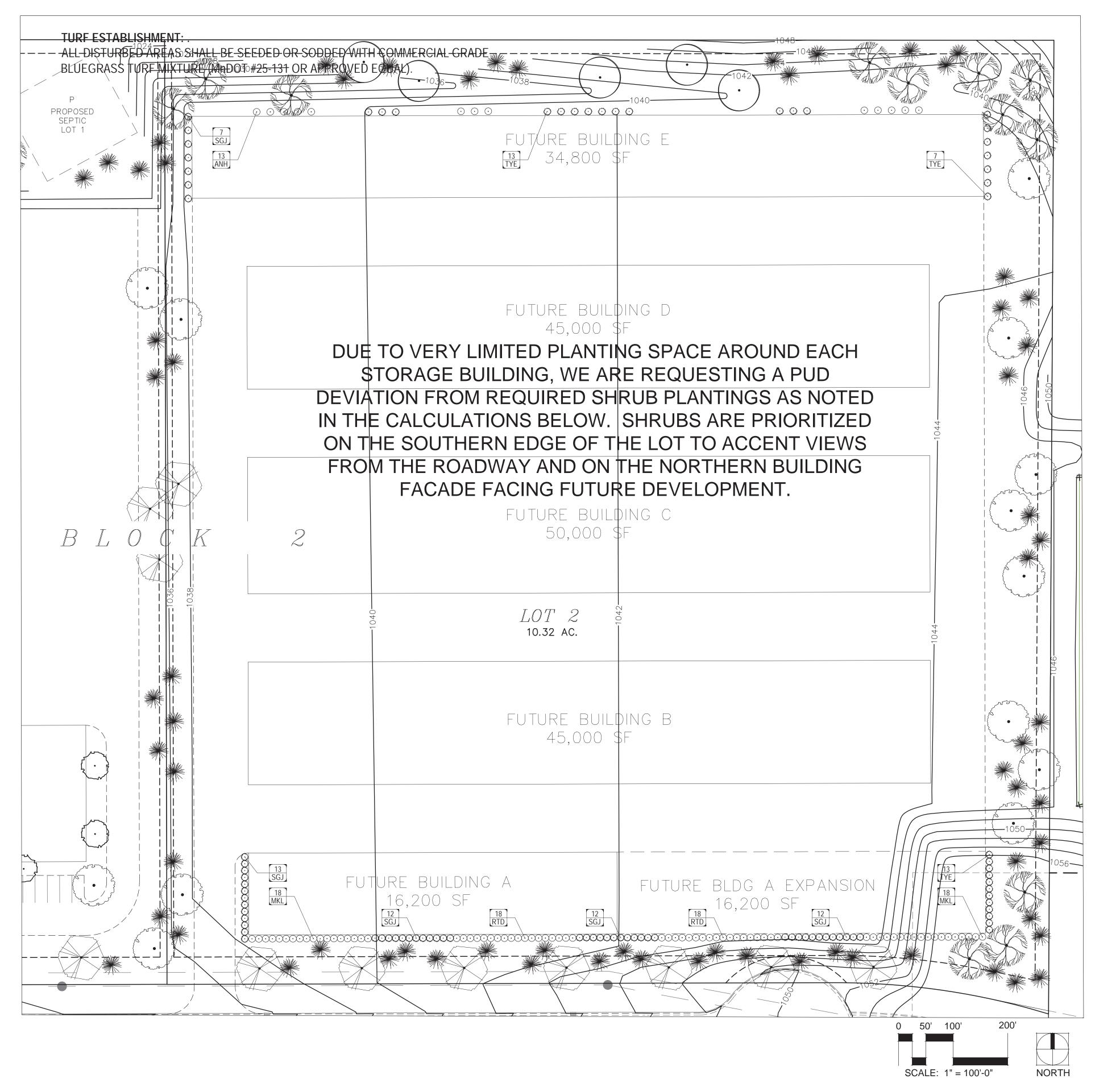
L1-2

PLANTING NOTES:

SPRING IN THE TREE SAUCER.

SYM QT	Y COMMON NAME	SCIENTIFIC NAME	SIZE	CONT	COMMENTS
DECIDUC	OUS SHRUBS				
ANH 13	ANNABELLE HYDRANGEA	Hydrangea arborescens 'Annabelle'	2 GAL	POT	4' O.C.
AFV -	ALFREDO VIBURNUM	Viburnum trilobum 'Alfredo'	2 GAL	POT	5' O.C.
AWS -	ANTHONY WATERER SPIREA	Spiraea x bumalda 'Anthony Waterer'	2 GAL	POT	4' O.C.
DBH -	DWARF BUSH HONEYSUCKLE	Diervilla lonicera	2 GAL	POT	4' O.C.
MKL 36	MISS KIM LILAC	Syringa patula 'Miss Kim'	2 GAL	POT	5' O.C.
RTD 36	RED TWIGGED DOGWOOD	Cornus sericea 'Baileyi'	2 GAL	POT	5' O.C.
CONIFER	OUS SHRUBS				
SGJ 56	SEA GREEN JUNIPER	Juniperus chinensis 'Sea Green'	5 GAL	POT	5' O.C.
TYE 33	TAUNTON YEW	Taunton x media 'Taunton'	5 GAL	POT	5' O.C.

PLANTING SCHEDULE (THIS PAGE ONLY):



Inside Outside Architecture

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Project Name: PIONEER TRAIL INDUSTRIAL PARK

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Corcoran, Minnesota

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am Registered Landscape Architect under the laws of the State of Minnes to Paul Kangas

Paul Kangas

2605 CONSTRUCTOR

Signature:

Project #: 22-008

Date: 11-01-2022

Revision: PK

Checked By: PK

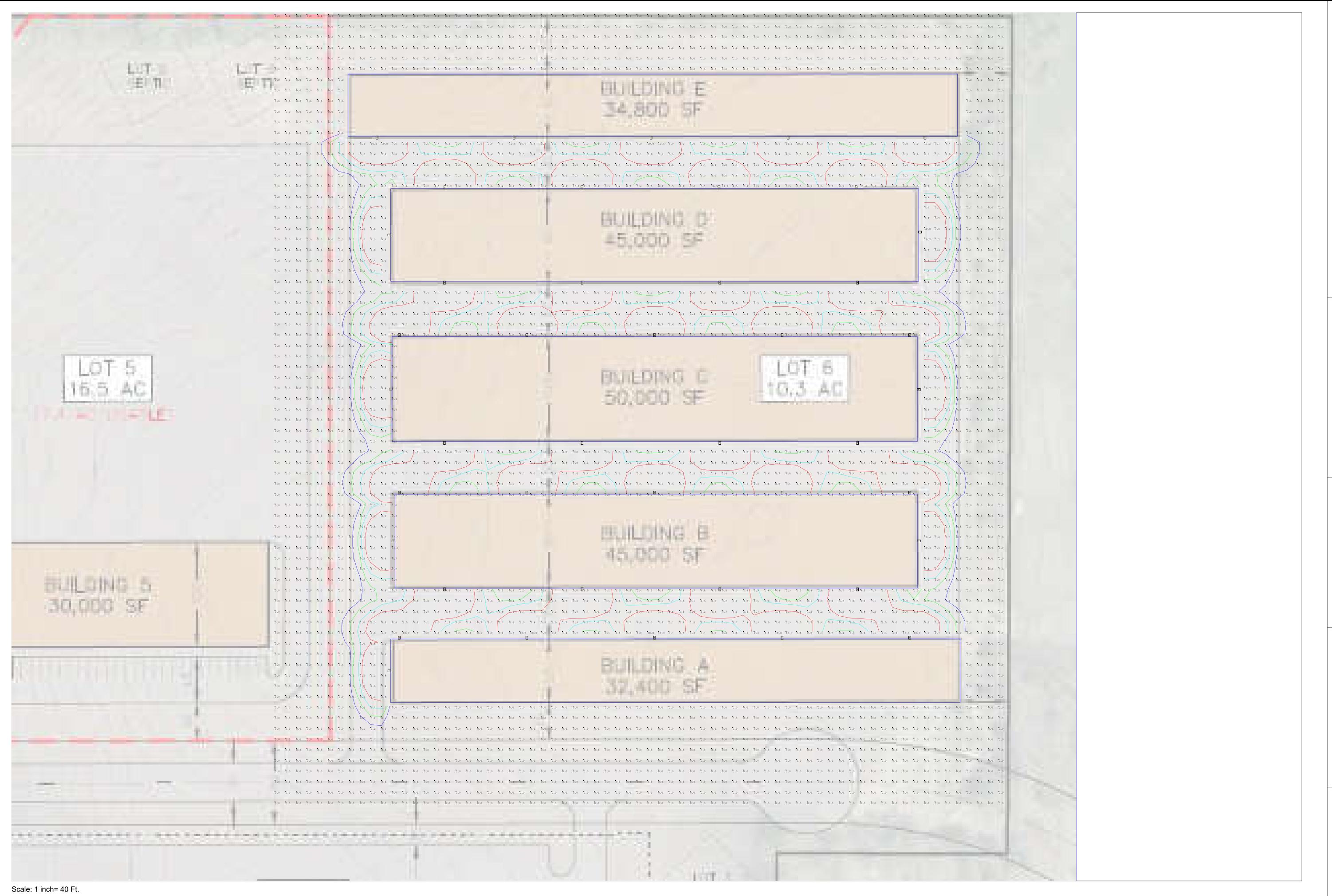
Sheet Title:

SHRUB PLANTING PLAN LOT 2 - BLOCK 2

Sheet Number:

L1-3

LOT 2 BLOCK 2 SHRUB PLANTING PLAN:

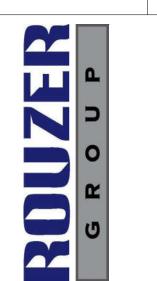


Lighting Analysis, ezLayout, Energy Analysis and/or Visual Simulation ("Lighting Design)
wided by ROUZER ("ROUZER") represents an anticipated prediction of lighting system performance
ed upon design parameters and information supplied by others. These design parameters and
cormation provided by others have not been field verified by ROUZER and therefore actual measured results
the actual field conditions. ROUZER recommends that design parameters and other information be
law verified to reduce variation. ROUZER recommends that design parameters and other information be
sured light levels or energy consumption levels as compared to those illustrated by the Lighting Design.
IER neither warranties, either implied or stated, nor represents the appropriateness, completeness or suitability
the Lighting Design intent as compliant with any applicable regulatory code requirements with the exception of
se specifically stated on drawings created and submitted by ROUZER. The Lighting design is issued, in whole or
roject's construction documentation package.

Date: 10/20/2022
Filename: PPS Corcoran. AGI

PPS Corcoran Lighting Layout Version A

epared For: EPS

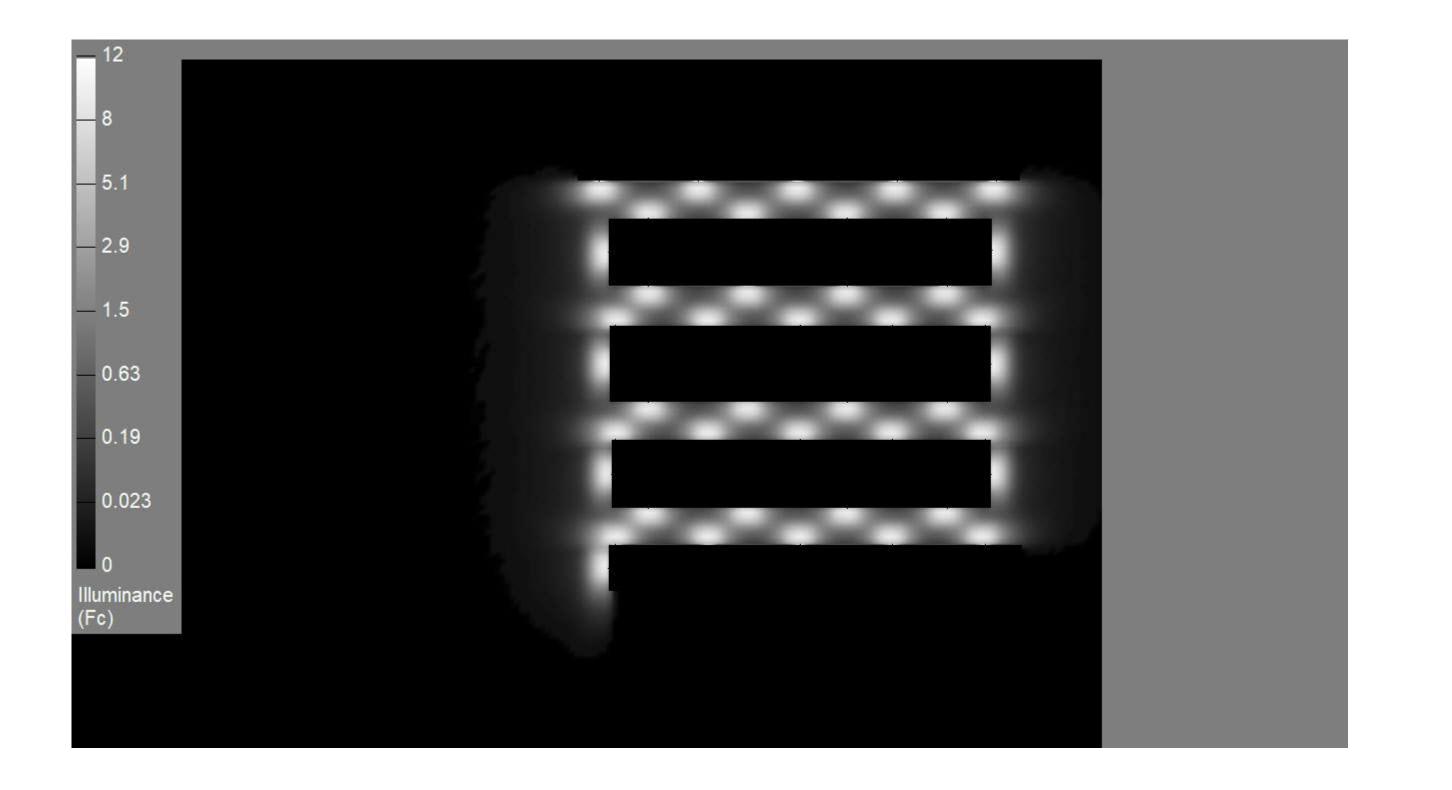


Calculation Summary											
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	PtSpcLr	PtSpcTb	Meter Type
CalcPts_1	Illuminance	Fc	1.26	11.2	0.0	N.A.	N.A.	Readings taken at 0'-0" AFG	10	10	Horizontal

Lumina	Luminaire Schedule											
Symbo	Qty	Tag	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	LLF	Description	Lum. Watts	Arr. Watts	Total Watts	Filename
─	43	A-80	ALEDS2TWM-80W	SINGLE	10917	10917	1.000	ALEDS2TWM-80W	82.1	82.1	3530.3	ALEDS2T_80w DLF2207109-2a.IES

LAYOUT AND BOM ARE SUBJECT TO APPROVAL

₋umNo	Tag	X	Υ	MTG HT	Orient	Tilt
	A-80	992.11	1171.86	18	270	0
2	A-80	1120.805	1171.86	18	270	0
}	A-80	1249.5	1171.86	18	270	0
<u> </u>	A-80	1378.195	1171.86	18	270	0
,	A-80	1506.89	1171.86	18	270	0
3	A-80	1055.92	1124.33	18	90	0
7	A-80	1184.66	1124.33	18	90	0
3	A-80	1313.4	1124.33	18	90	0
)	A-80	1442.14	1124.33	18	90	0
0	A-80	1055.41	1035.54	18	270	0
1	A-80	1184.76	1035.54	18	270	0
2	A-80	1314.11	1035.54	18	270	0
3	A-80	1443.46	1035.54	18	270	0
4	A-80	1013.04	985.38	18	90	0
5	A-80	1132.903	985.38	18	90	0
6	A-80	1252.765	985.38	18	90	0
7	A-80	1372.628	985.38	18	90	0
8			985.38	18	90	0
	A-80	1492.49				_
9	A-80	1055.41	884.92	18	270	0
<u>0</u> 1	A-80	1184.76	884.92	18	270	0
	A-80	1314.11	884.92	18	270	0
2	A-80	1443.46	884.92	18	270	0
3	A-80	1013.04	837.36	18	90	0
4	A-80	1132.903	837.36	18	90	0
5	A-80	1252.765	837.36	18	90	0
3	A-80	1372.628	837.36	18	90	0
7	A-80	1492.49	837.36	18	90	0
8	A-80	1055.41	747.3	18	270	0
9	A-80	1184.76	747.3	18	270	0
0	A-80	1314.11	747.3	18	270	0
1	A-80	1443.46	747.3	18	270	0
2	A-80	1013.04	701.05	18	90	0
3	A-80	1132.903	701.05	18	90	0
4	A-80	1252.765	701.05	18	90	0
5	A-80	1372.628	701.05	18	90	0
6	A-80	1492.49	701.05	18	90	0
7	A-80	1004.08	670.295	18	180	0
8	A-80	1007.99	792.34	18	180	0
9	A-80	1005.36	935.16	18	180	0
10	A-80	1004.06	1079.925	18	180	0
2	A-80	1501.75	1082.64	18	0	0
4	A-80	1500.76	934.57	18	0	0
ļ5	A-80	1500.74	792.34	18	0	0
	antity: 43		, 52101	. •		



NOTES:

- * The light loss factor (LLF) is a product of many variables, only lamp lumen depreciation (LLD) has been applied to the calculated results unless otherwise noted. The LLD is the result (quotient) of mean lumens / initial lumens per lamp manufacturers' specifications.
- * Illumination values shown (in footcandles) are the predicted results for planes of calculation either to the plane of calculation.
- * The calculated results of this lighting simulation represent an anticipated prediction of system performance. Actual measured results may vary from the anticipated performance and are subject to means and methods which are beyond the control of the designer.
- * Mounting height determination is job site specific, our lighting simulations assume a mounting height (insertion point of the luminaire symbol) to be taken at the top of the symbol for ceiling mounted luminaires and at the bottom of the symbol for all other luminaire mounting configurations.
- * RAB Lighting Inc. luminaire and product designs are protected under U.S. and International intellectual property laws. horizontal, vertical or inclined as designated in the calculation summary. Meter orientation is normal Patents issued or pending apply.

S, ezLayout, Energy Analysis and/or Visual Simulation ("Lighting Design) rameters and information supplied by others. These design parameters and the state of th

based upon design parameters and information information provided by others have not been may vary from the actual field conditions. R field verified to reduce variation. ROUZER nother warranties, either implied or of the lighting Design intent as compliant withose specifically stated on drawings created in part, as advisory documents for informatia a project's construction documentation packag

Date:10/20/2022
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Drawn By: Eric Nephew

PPS Corcoran Lighting Layout Version A

repared For: EPS







Photo 1023



Photo 1015



Photo 1018



Photo 1013

Wagon Wheel Tree Screening Exhibit

PIONEER TRAIL INDUSTRIAL PARK • CORCORAN, MN
Priovided by Applicant • 12.05.2022



Photo 1012



Photo 1010



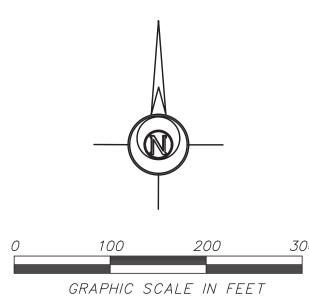
Photo 1011

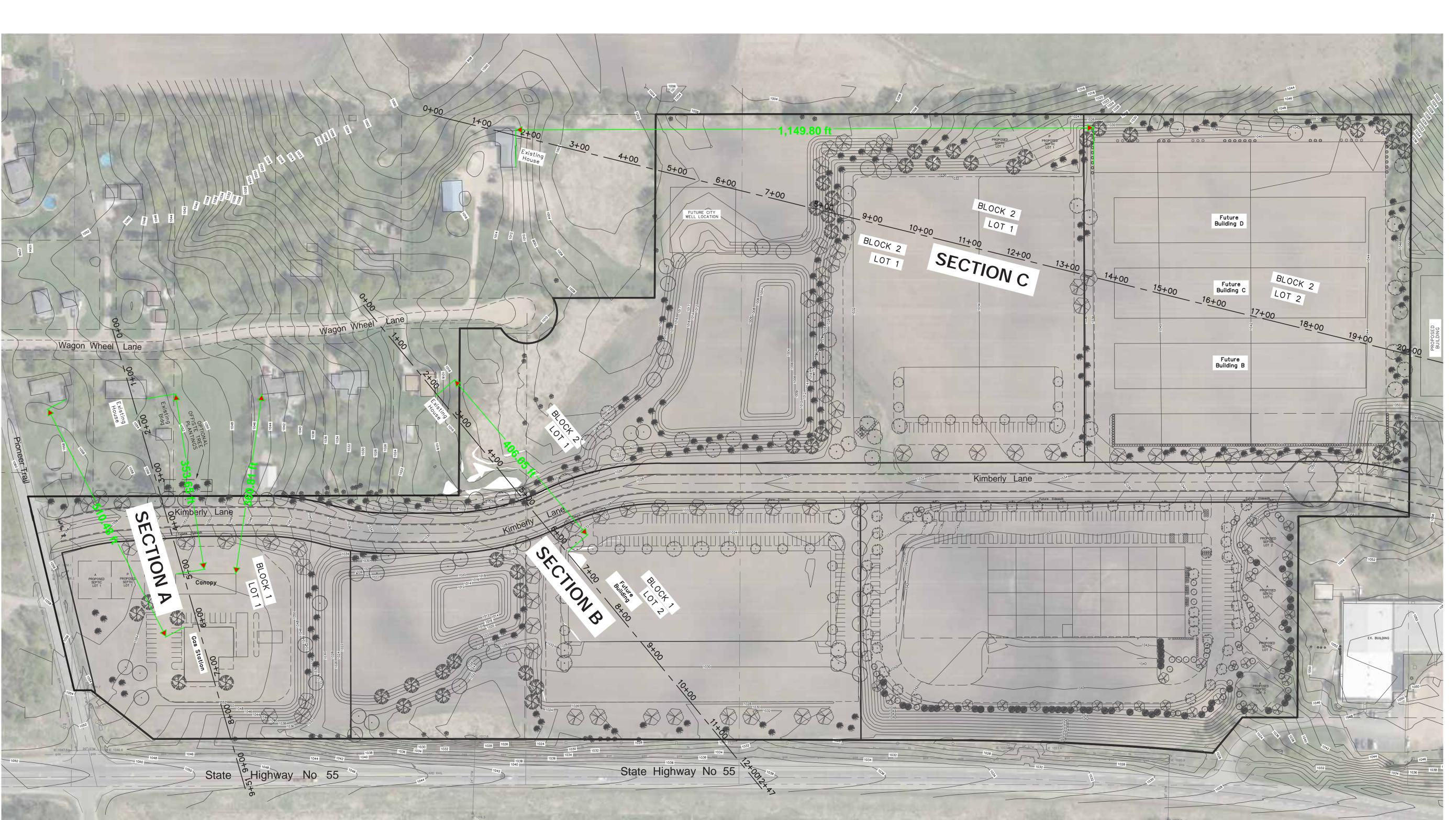


Photo 1008

Wagon Wheel Tree Screening Exhibit

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Priovided by Applicant • 12.05.2022





CLIENTS:

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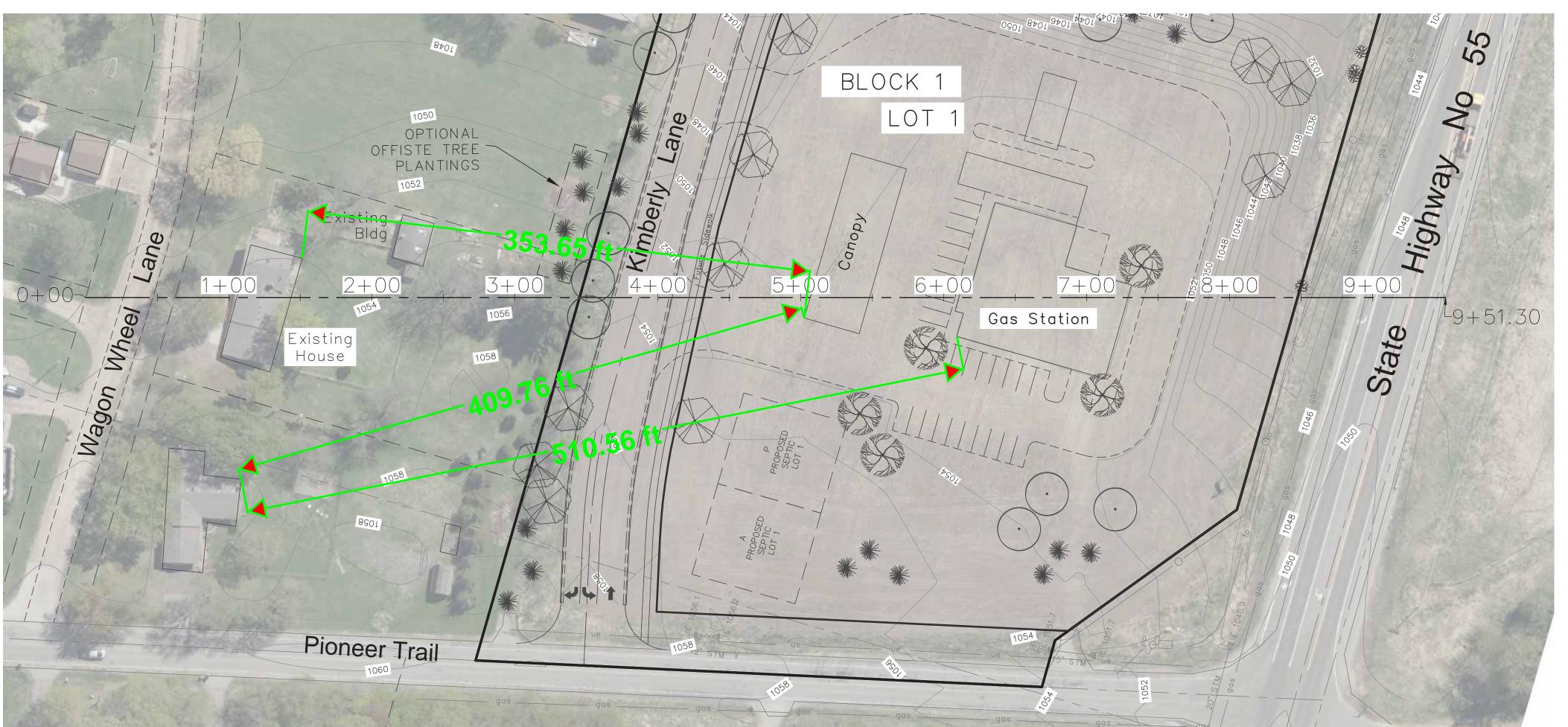
PIONEER PLANNED

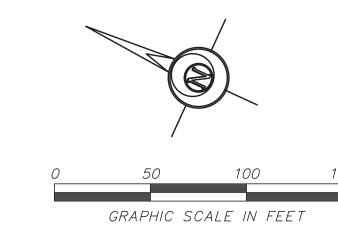
VIEW SHED ANALYSIS SECTION LOCATIONS

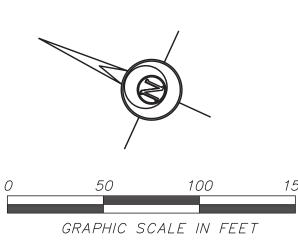
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View Shed Analysis Section Locations

SECTION A PLAN VIEW







PIONEER PLANNED

CONTOUR

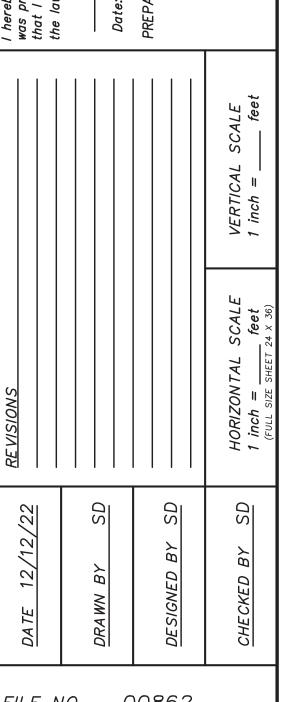
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Joe Radach 612-730-2265

jradach@contoured.com

I hereby certify that this was prepared by me or ur that I am a duly Licensed the laws of the State of	Date: .	PREPARED BY: CIVI	Morn W	
				VERTICAL SCALE 1 inch = feet
REVISIONS				HORIZONTAL SCALE 1 inch = feet (FULL SIZE SHEET 24 x 36)
DATE 12/12/22		DRAWN BY SD	DESIGNED BY SD	CHECKED BY SD





10+00

FILE NO. 00862

View Shed Analysis Plan & Profile

SECTION A PROFILE VIEW

	SEC	HC	JN	A PROFILE	VIEVV	HORIZONTAL SCALE 1"=50' VERTICAL SCALE 1"=50'	
1200		Ш Z					1200
1150	Ш Ш Т Э					> 	1150
1100	EXISTING HOUSE 30' DECIDUOUS TREE (TYPICAL)-	KIMBERL		CANOPY	GAS STATION	PROFILE GRADE LON	1100
1050	A A A A A A A A A A A A A A A A A A A		CURB		Z O E		1050
1000	OPTIONAL OPTIONAL OFFISTE TREE OPTIONS OPTIONS OPTIONS	RLY LANE	H SOUTH	CANOP CANOP	S S S S S S S S S S S S S S S S S S S	BNDY OF ROAD OF ROAD OF ROAD	1000
950	RTH ROWNTH EDGE SOUTH EDGE SOUTH ROWNTER OF SOUTH ROWNTH SOUTH SOU		BACK OF SOUTH RO	I E R O F	TER OF	BACK STH EE TH EE	950
900	X X X X X X X X X X X X X X X X X X X		2.05 S		Z Ш О	7. 64 P S OU S 1 S OU S 1	900
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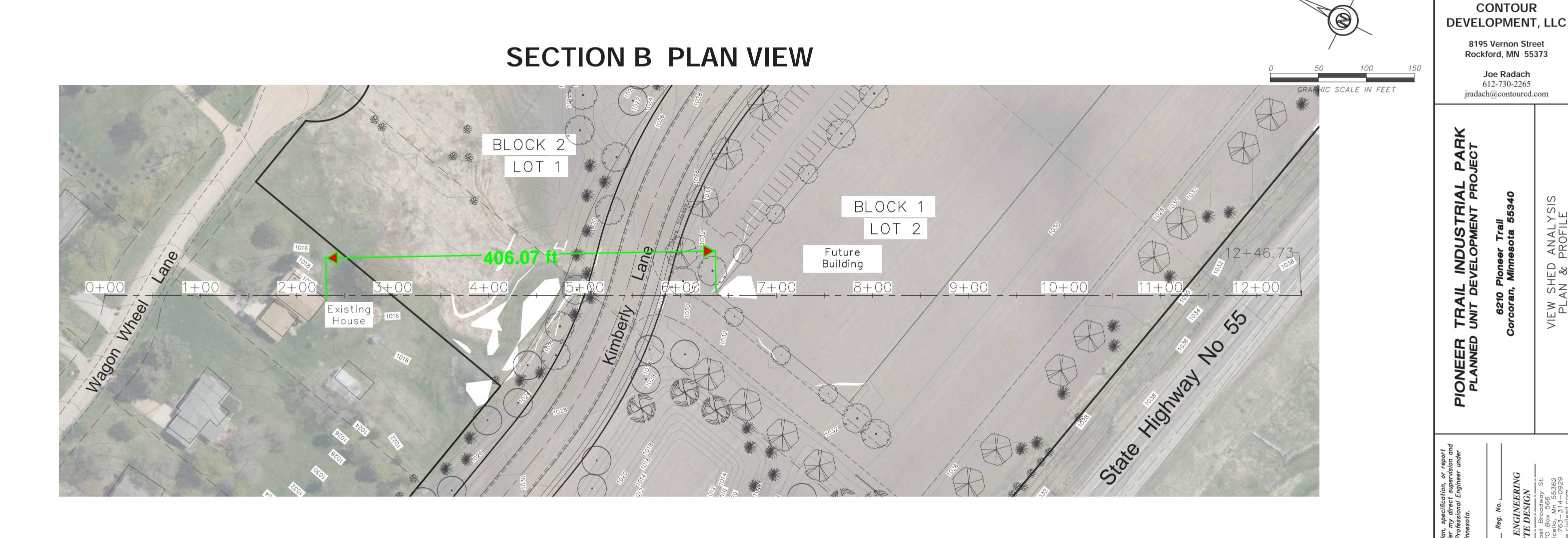
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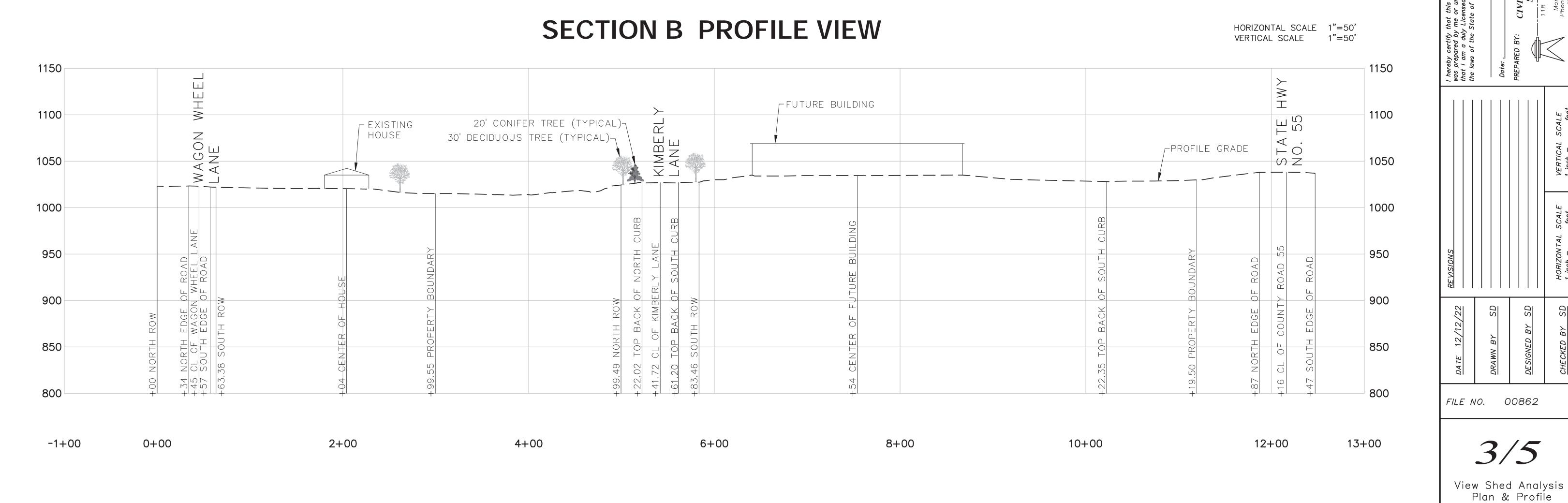
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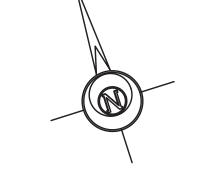


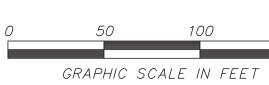
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3/5



SECTION C PLAN VIEW



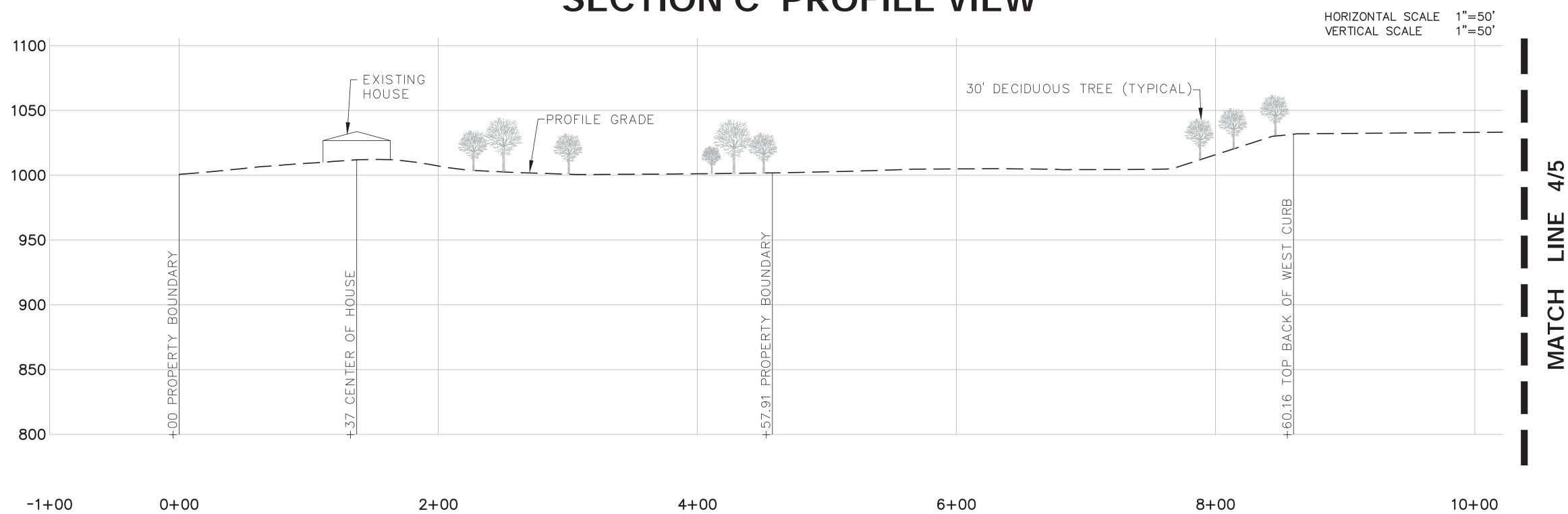


10+00

BLOCK 2

LOT 1

SECTION C PROFILE VIEW



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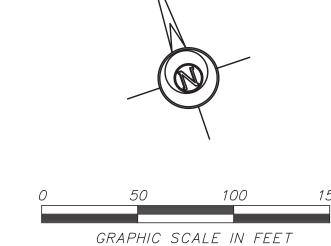
jradach@contoured.com

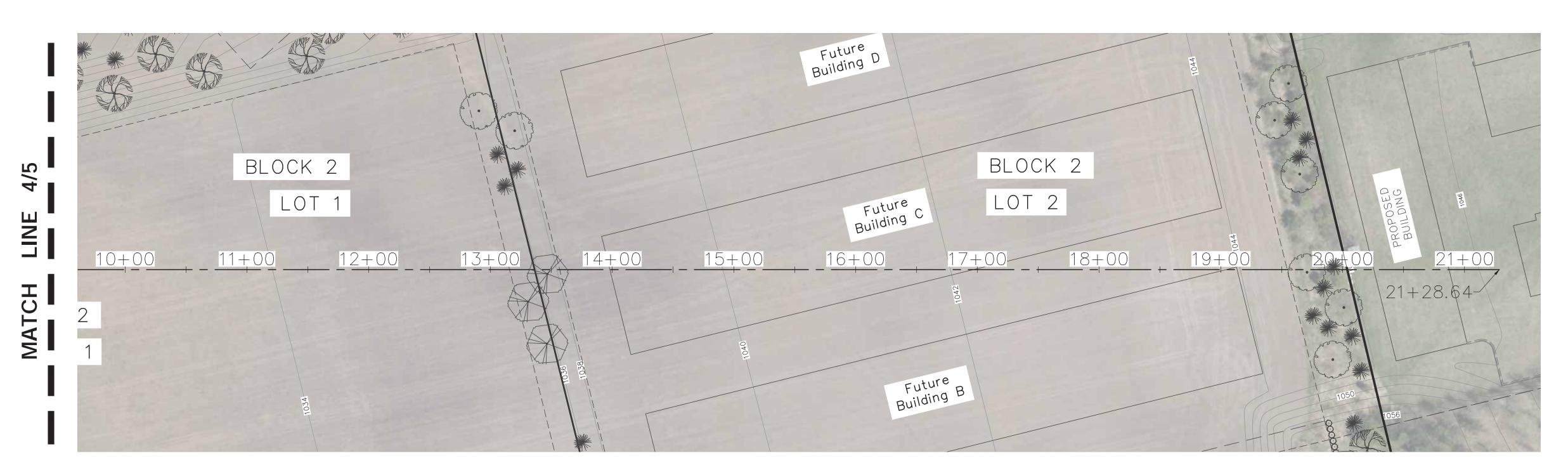
PIONEER PLANNED

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View Shed Analysis Plan & Profile

SECTION C PLAN VIEW





PIONEER TRAIL INDUSTRIAL PARK
PLANNED UNIT DEVELOPMENT PROJECT
6210 Pioneer Trail
Corcoran, Minnesota 55340

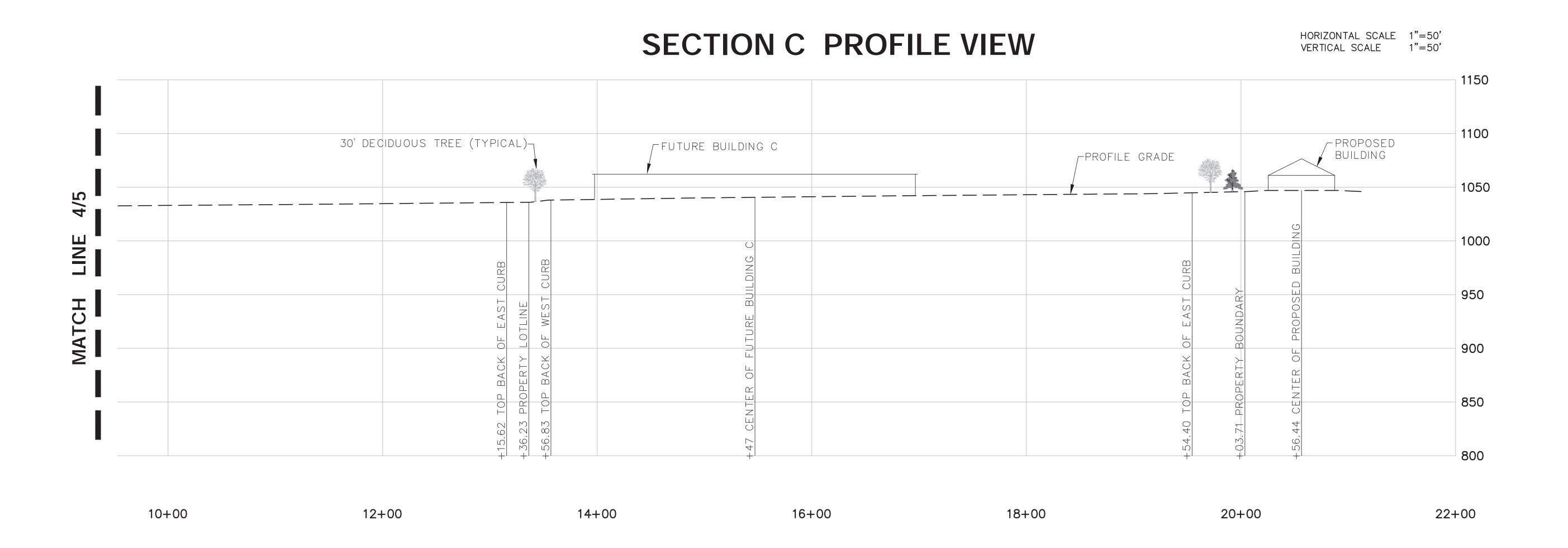
VIEW SHED ANALYSIS
PLAN & PROFILE

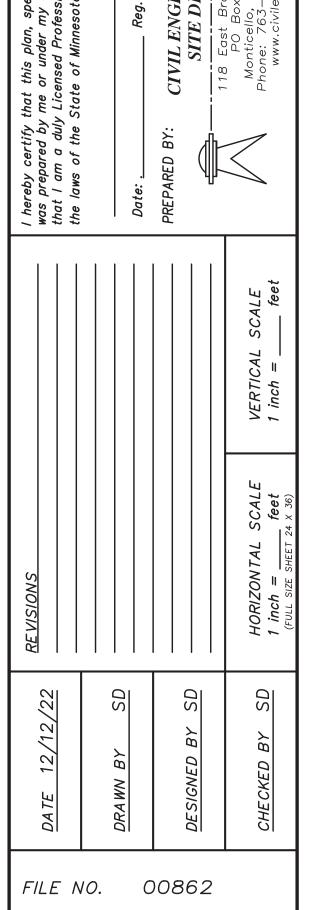
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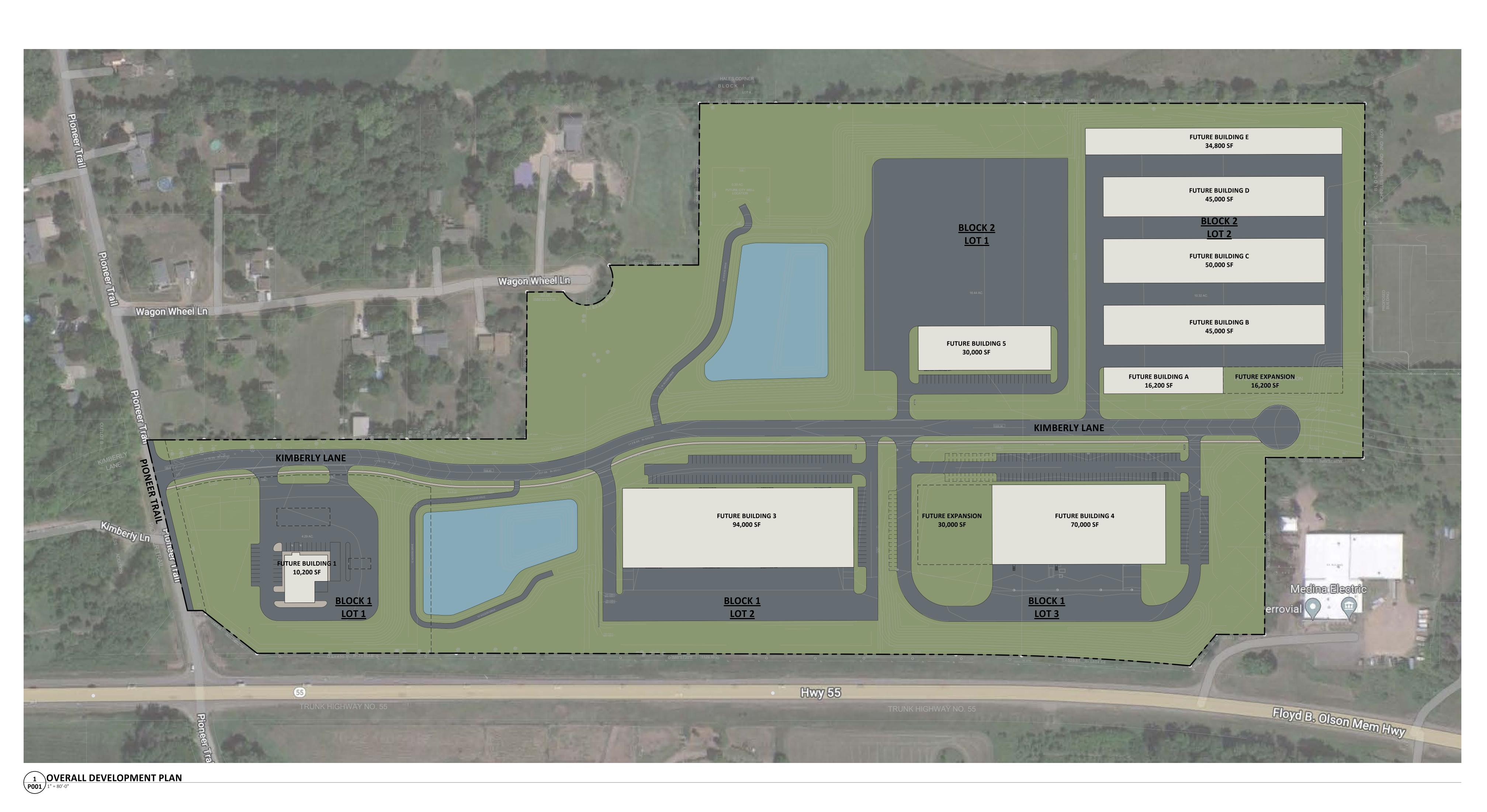
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Joe Radach

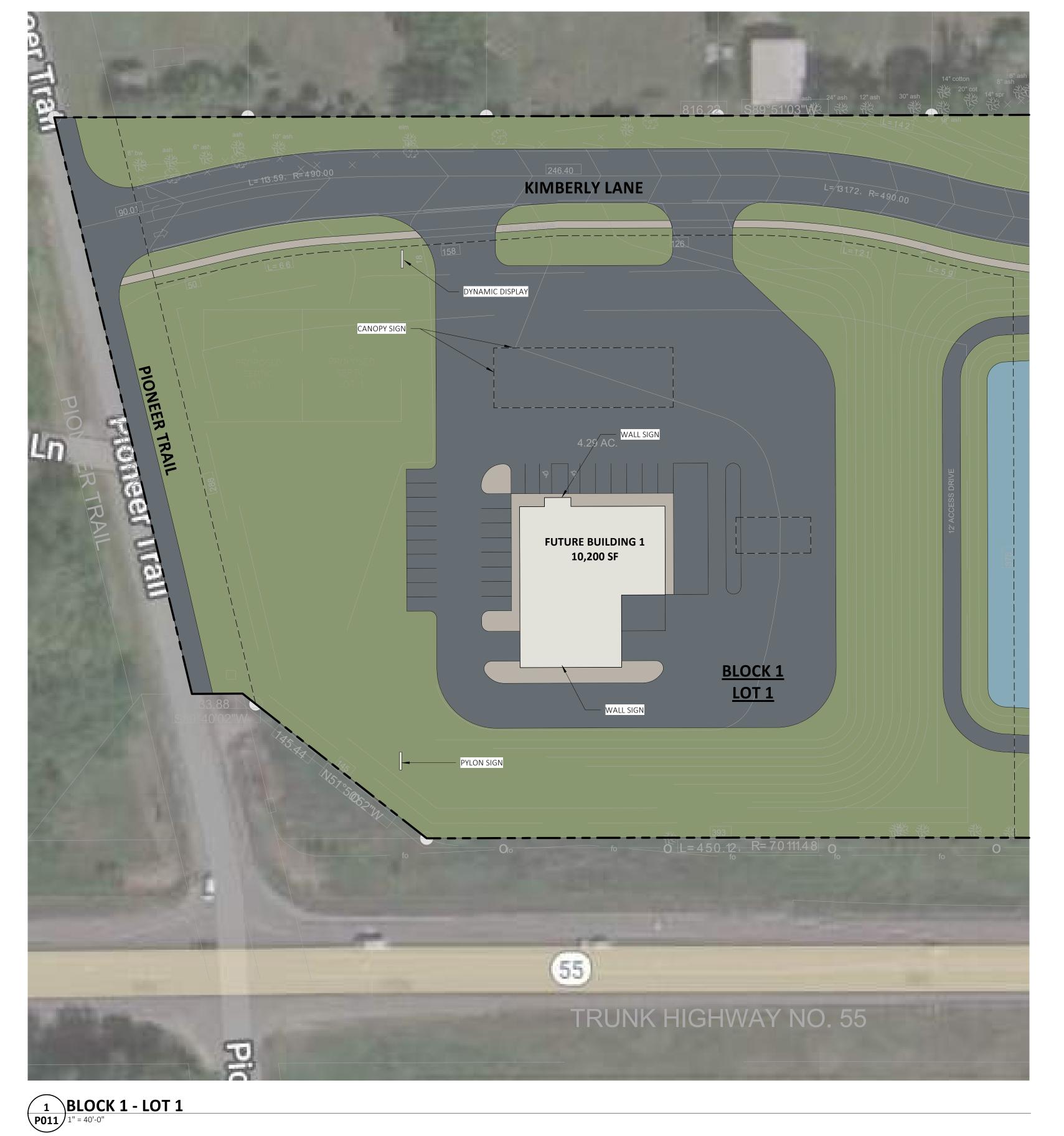




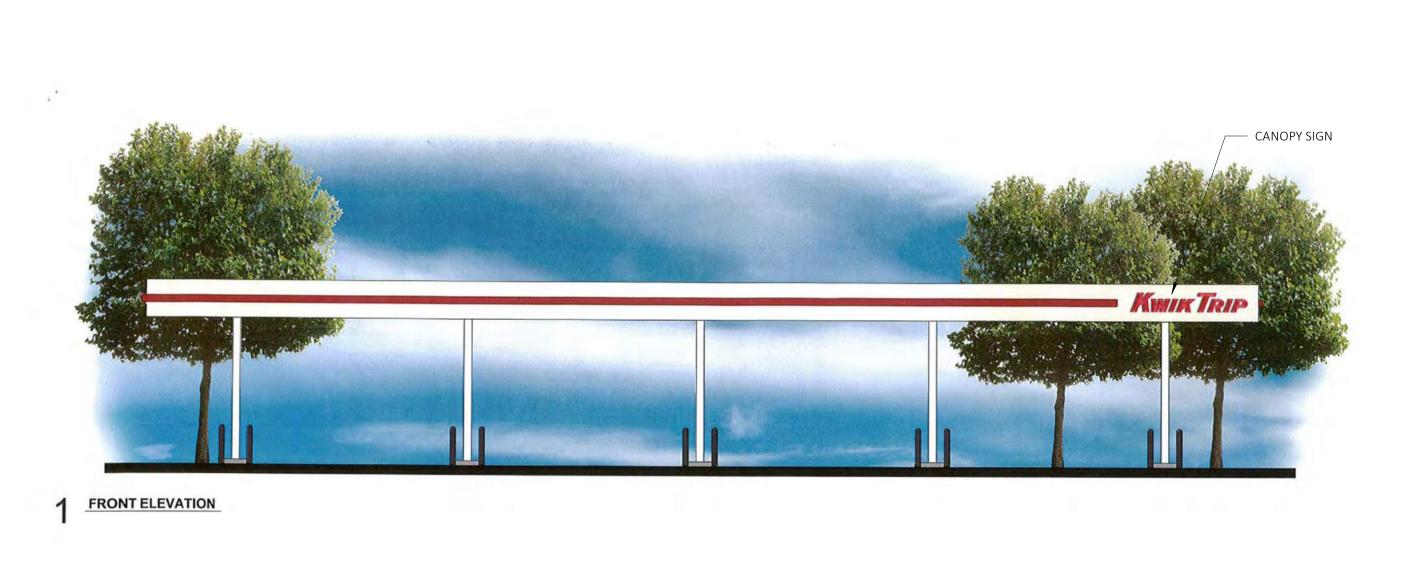
5/5
View Shed Analysis
Plan & Profile



BLOCK 1 - LOT 1 PROPOSED SIGNAGE PROPOSED 10,300 SQUARE FOOT CONVENIENCE STORE WITH GAS STATION PROPOSED BUILDING TO HAVE PYLON SIGN ON SW CORNER OF PROPERTY, VISIBLE FROM PIONEER TRAIL AND HIGHWAY 55. CANOPIES OVER FUELING AREAS TO HAVE BRANDING SIGANGE PER TENANT. CONVENIENCE STORE TO HAVE WALL SIGNS ON NORTH AND SOUTH FACADES. SIZE TO BE 10% OF FACADE AREA OR LESS. FINAL DESIGN AND LOCATIONS TO BE BY TENANT. PROPOSED BUILDING TO HAVE ADDITIONAL DYNAMIC DISPLAY PER CONCORAN CITY CODE

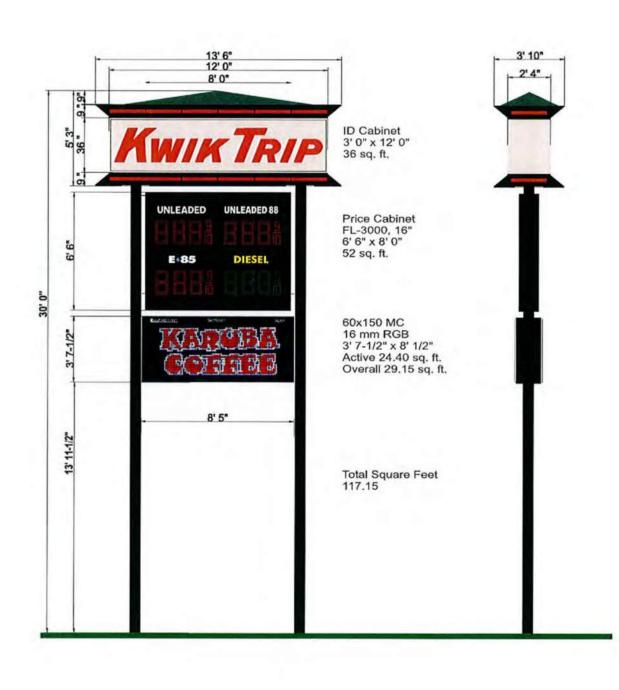










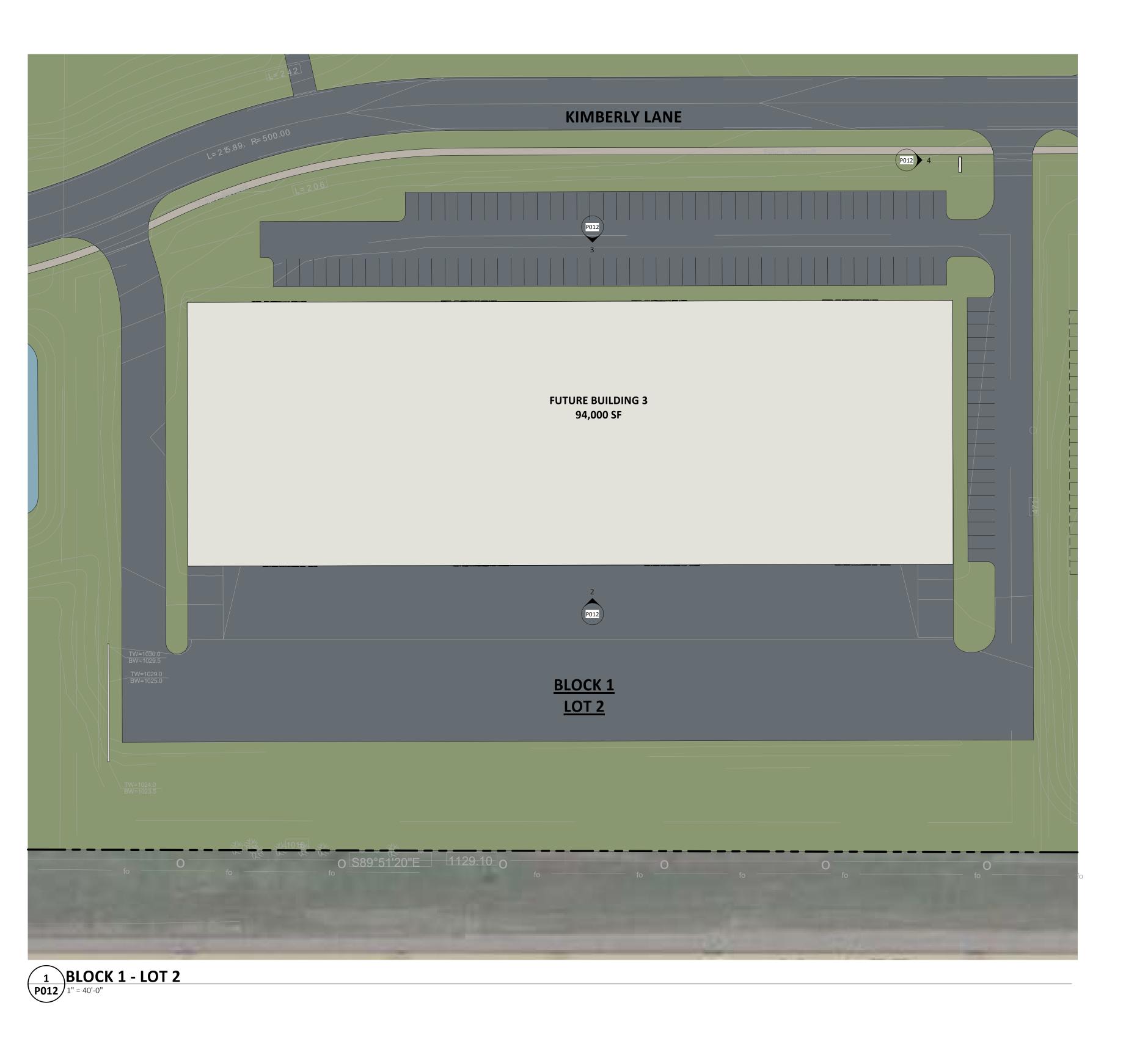






5 SAMPLE DYNAMIC DISPLAY
P011 1" = 30'-0"

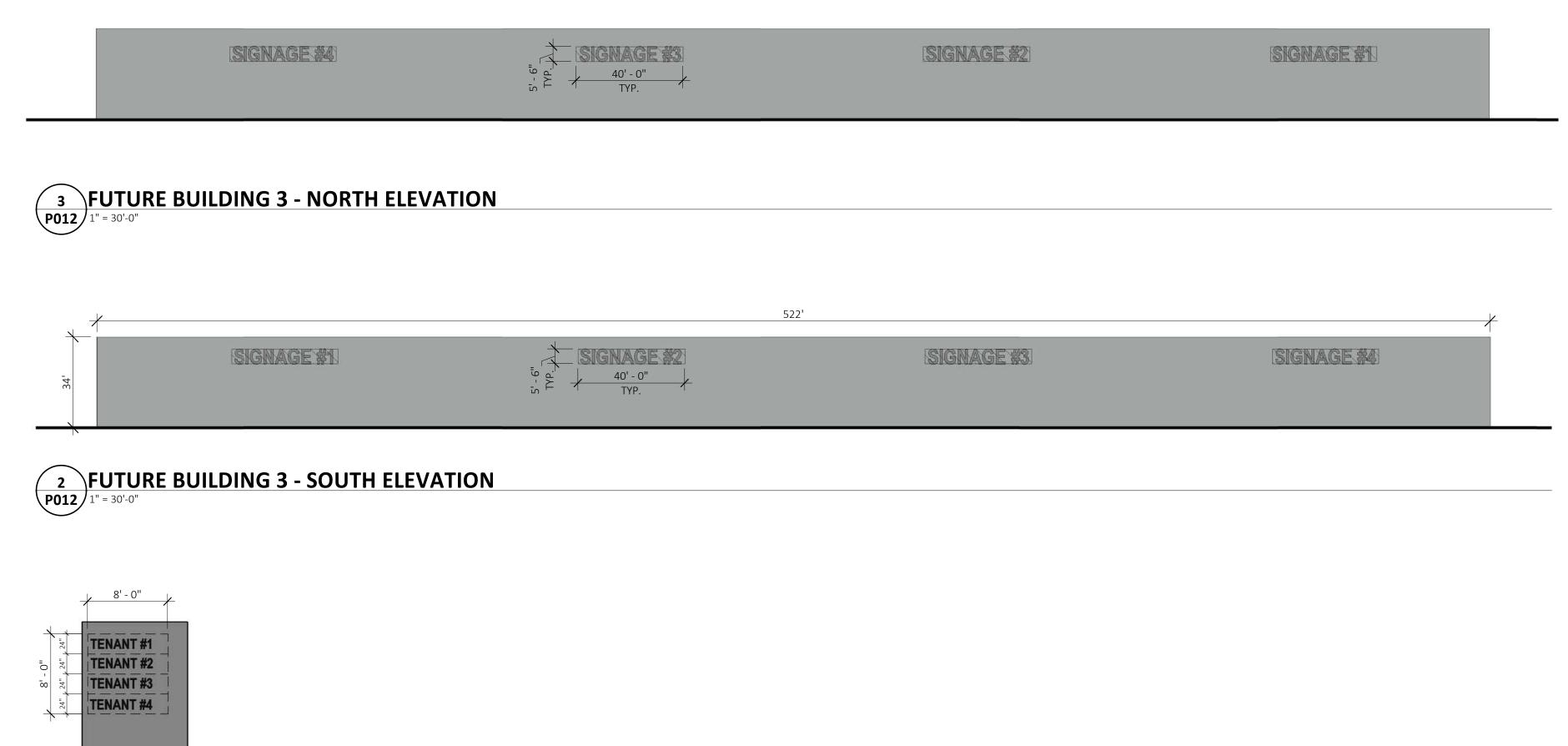


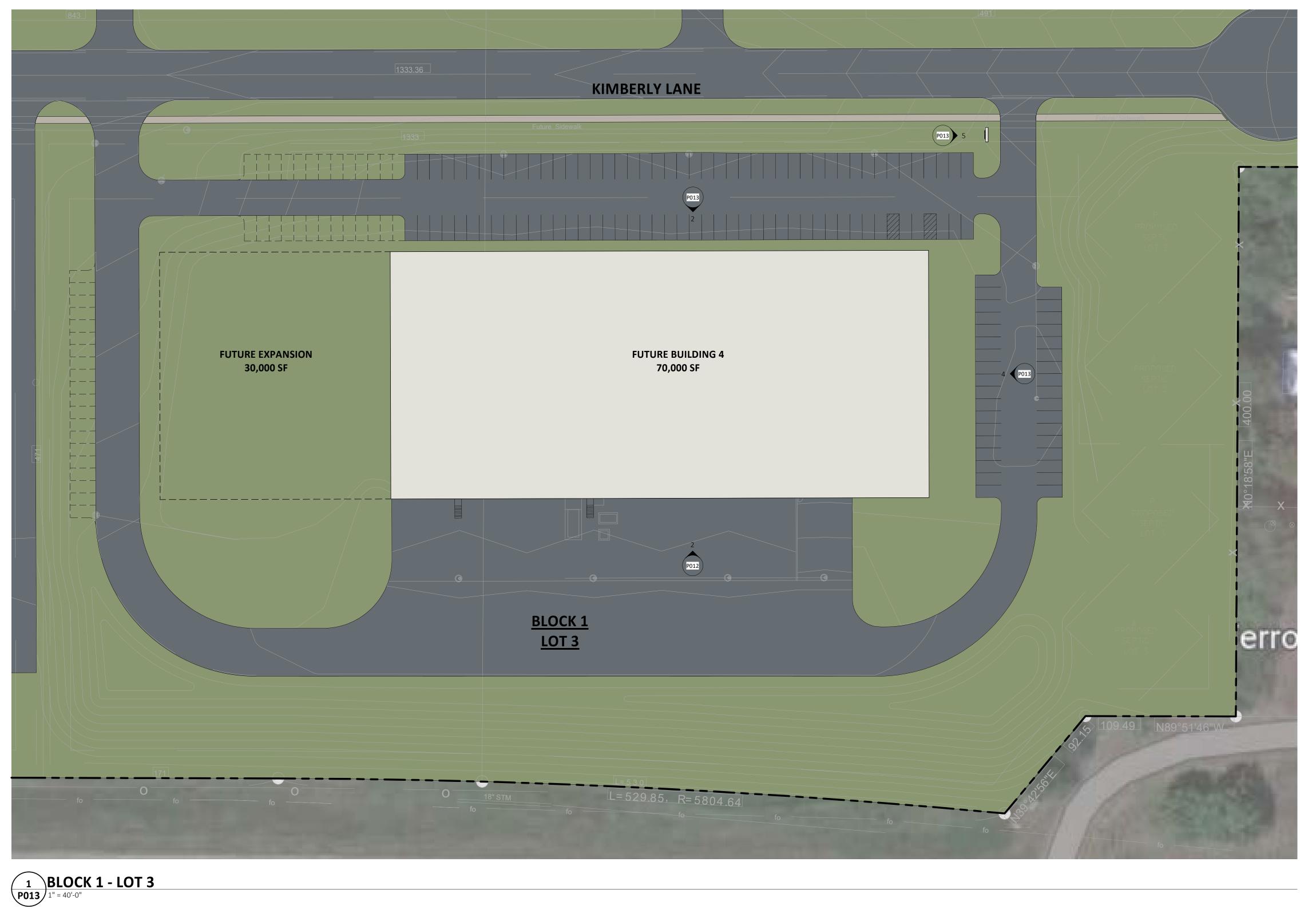


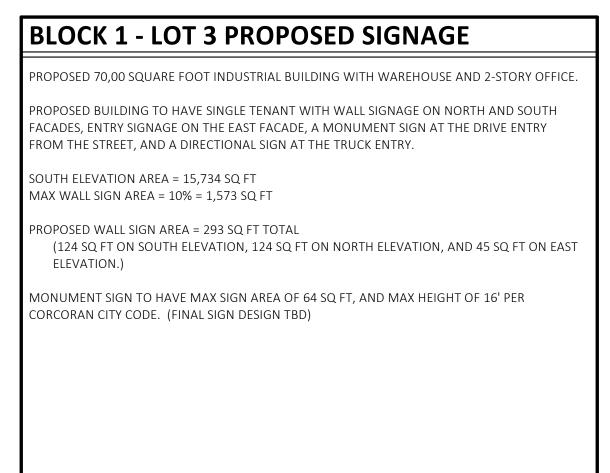
BLOCK 1 - LOT 2 PROPOSED SIGNAGE PROPOSED 94,000 SQUARE FOOT INDUSTRIAL OFFICE/WAREHOUSE BUILDING. WITH UP TO 4 TENANTS. 28' CLEAR HEIGHT, 34' BUILDING HEIGHT NORTH AND SOUTH ELEVATION FACADE AREA 522' LONG X 34' HIGH = 17,748 SQ FT MAXIMUM SIGN AREA = 10% = 1,774.8 SQ FT 4 TENANTS WITH 2 SIGNS EACH = 220 SQ FT MAX AREA EACH SAMPLE PROPOSED SIGN - 5'-6" X 40'-0" = 220 SQ FT (MAX BUILDING SIGN AREA PER TENANT TO BE PRORATED BASED ON SIZE OF EACH TENANT'S RENTABLE SPACE IN BUILDING) MONUMENT SIGN TO HAVE MAX SIGN AREA OF 64 SQ FT, AND MAX HEIGHT OF 16' PER CORCORAN CITY CODE. (FINAL SIGN DESIGN TBD)

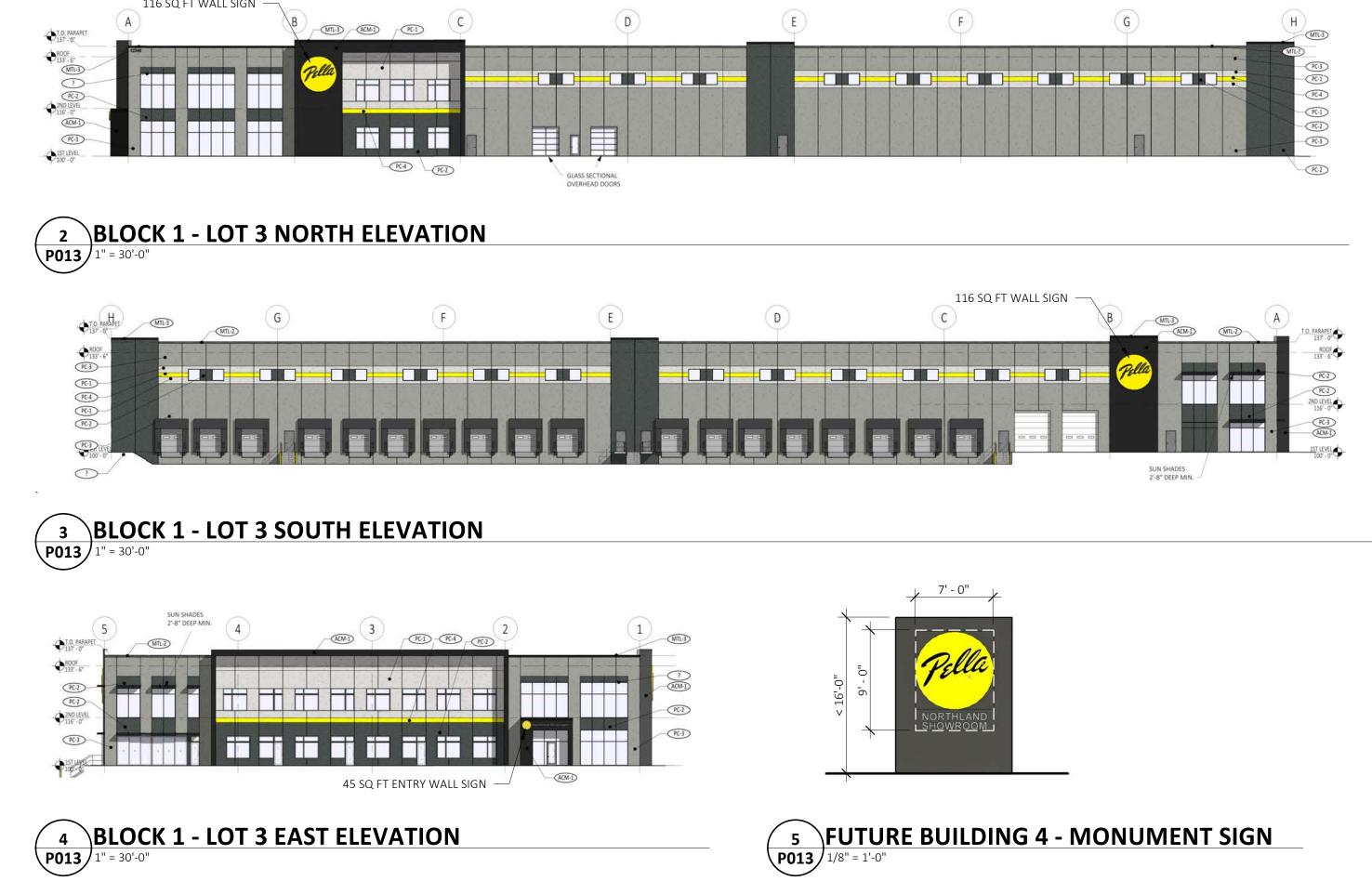
FUTURE BUILDING 3 - MONUMENT SIGN

1/8" = 1'-0"











BLOCK 2 - LOT 1 PROPOSED SIGNAGE

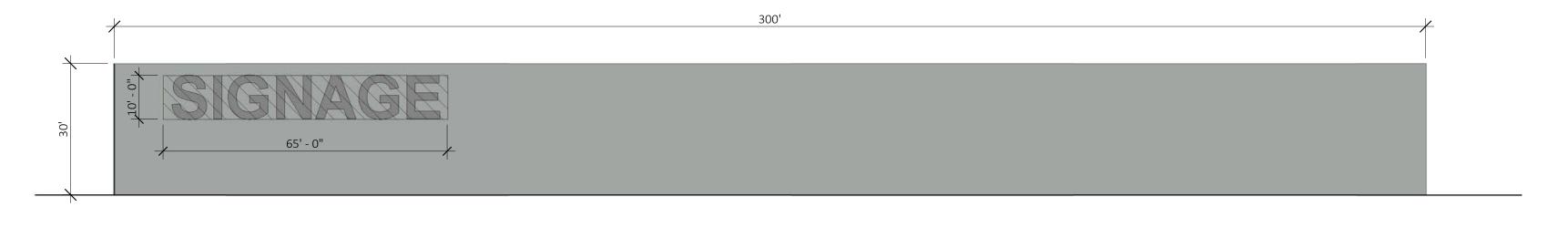
PROPOSED 30,000 SQUARE FOOT OFFICE/WAREHOUSE BUILDING WITH OUTSIDE STORAGE WITH SINGLE TENANT. 24' CLEAR HEIGHT, 30' BUILDING HEIGHT. PROPOSED BUILDING TO HAVE SINGLE WALL SIGN ON SOUTH FACADE AND

SOUTH ELEVATION FACADE AREA - 300' LONG X 30' HIGH = 9,000 SQ FT MAXIMUM SIGN AREA = 10% = 900 SQ FT

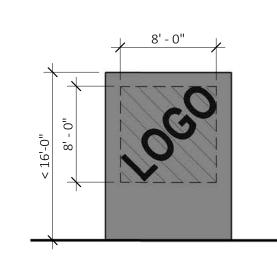
SAMPLE PROPOSED SIGN - 65"-0" X 10'-0" = 650 SQ FT

MONUMENT SIGN AT ENTRY

MONUMENT SIGN TO HAVE MAX SIGN AREA OF 64 SQ FT, AND MAX HEIGHT OF 16' PER CORCORAN CITY CODE. (FINAL SIGN DESIGN TBD)







FUTURE BUILDING 5 - MONUMENT SIGN
1/8" = 1'-0"

1 BLOCK 2 - LOT 1 1" = 40'-0"



BLOCK 2 - LOT 2 PROPOSED SIGNAGE

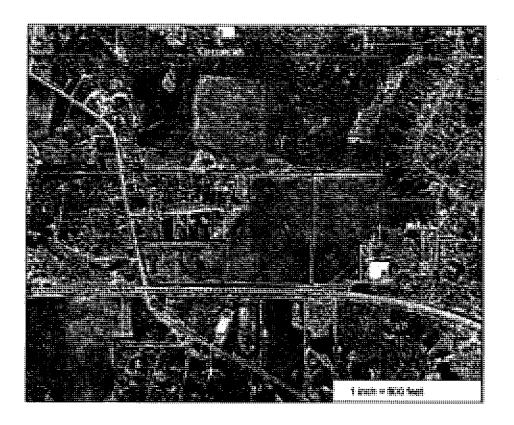
PARK PLACE STORAGE - 207,200 SQ FT TOTAL AREA.

THERE IS NO SIGNAGE PROPOSED FOR THIS LOT.

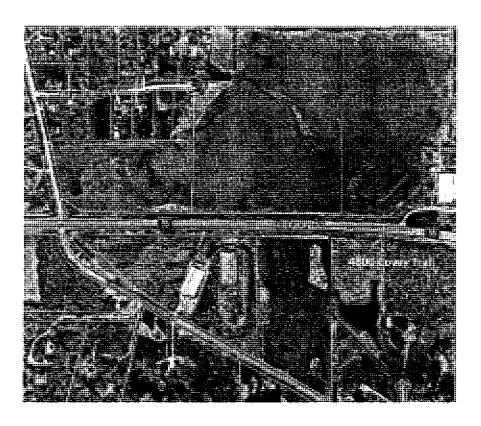
Concern

• Changes in the surface water flow reducing the drainage to the south

Proposed Project



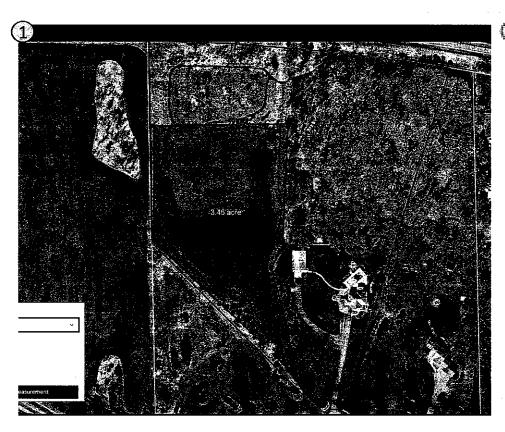
Impacted Property to South of Project Site



Changes in the surface water flow reducing the drainage to the south

Background:

- (#1) 3.46 acre wetland / upland conservation bank
- (#2) Open water surface / Emergent Aquatic Vegetation (e.g. cattails) area approx. 1.66 acres
 - Characteristics: Max depth 6.5', average depth 4'



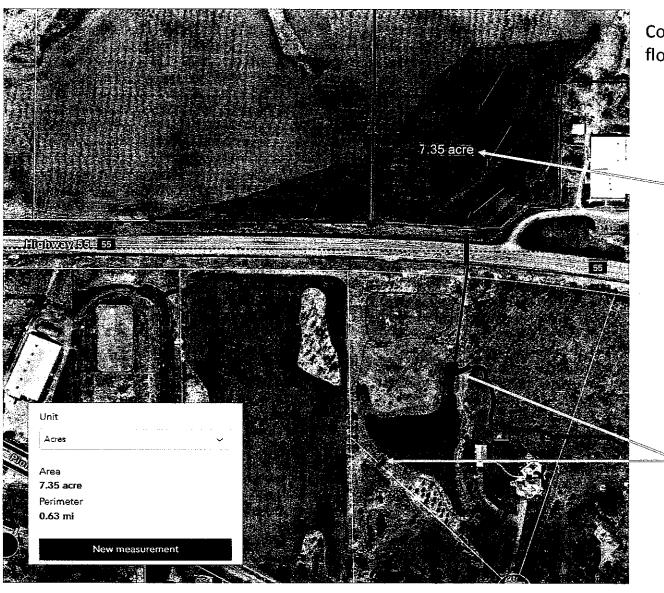




Changes in the surface water flow reducing the drainage to the south

Approx. wetland watershed – 20 acres

Generalized surface water drainage



Concern #1: Changes in the surface water flow reducing the drainage to the south

7.35 acres or approximately 1/3 of surface water source / drainage for the wetland is impacted with this development.

Overflow Culverts



Homeowners

Products

Specifications & Support

Shop

Home + Drainage Calculator

Step 3:

Choose Your Drain Slope:

Step 1:			
•			Results
Area A (Sq. Feet):	319975.24		View Your Results Below
Area A Type:	Loam soil - Light vegetation	V	Peak Rainfall Intensity:
			0.1 Inches per Hour
Area B (Sq. Feet):			Data Source: NOAA Precipitation Frequency
			Data Server (PFDS)
Area B Type:	Asphalt/Concrete/Roof	~	
	, ,		Peak Runoff Rate:
Area C (Sq. Feet):			155 Gallons per Minute (GPM)
			0.34 Cubic Feet per Second (CFS)
Area C:	Asphalt/Concrete/Roof	~	
			Peak Runoff Volume:
			222188 Gallons
Step 2:			29705 Cubic Feet
			Drainage Pipe Required (minimum diameter):
Enter your Zip Code:	55340		Smooth Interior: 4"
C) 11 6 1 C 0			Corrupated: 6"
Choose the Rainfall	1 Year	~	
Frequency:			
Choose the Rainfall			
Duration:	24-hr	~	In this avample a 24 hour rainfal
			In this example, a 24 hour rainfal
			water to the pond's volume
Stop 3.			water to the pond 5 volume

all adds 0.411 acre foot of

Illustrative purpose only

Concern is this

not flow south

volume of water will

222,188 gallons / 326,000 gallons / acre foot = 0.68 acre foot 0.68 acre foot / 1.66 acres = 0.411

Kendra Lindahl, AICP

Subject: FW: Contact Us 2022-12-02 08:50 AM(CST) Submission Notification

From: notification@civiclive.com <notification@civiclive.com>

Sent: Friday, December 2, 2022 8:51 AM

To: Michelle Friedrich <mfriedrich@corcoranmn.gov>

Subject: Contact Us 2022-12-02 08:50 AM(CST) Submission Notification

Contact Us 2022-12-02 08:50 AM(CST) was submitted by Guest on 12/2/2022 9:50:39 AM (GMT-06:00) US/Central

Dear Counsel Members I attended the December 1st Planning Commission meeting regarding the Pioneer

Name Value

Trail Industrial Park. Many of my neighbors on Wagon Wheel Lane and Pioneer Trail were also there and many took the opportunity to express their concerns on how the proposed development will negatively impact their lives. I share those same concerns. I also share the opinion of Commissioner Shoulak: There is no benefit to the City of Corcoran in putting in an industrial development. My wife and I moved to Corcoran 40 years ago from Brooklyn Park because we wanted to raise our children in the country. (Back then Vicksburg in Plymouth was four corners of farmland.) At some point Corcoran proposed paving Wagon Wheel Lane and the residents voted it down because we wanted to preserve the country feel of living on a gravel road. In the time we've been here we've seen the "cities" move closer and closer. Now you're planning to plop it in our backyards. We're not sure we'll want to stay if this development is approved. And what will it do to our property values?!? Will we lose there too?! Have you driven down Pioneer Trail lately? As of this morning it's still not plowed of the snow we got two days ago. -The plus side there is that it slows down all the speeders who race through hoping to shortcut going to/from County Road 19. Pioneer Trail is already dangerous with the amount of traffic that ignores the speed limit. How much more will there be with hundreds of more commuters trying to get to work on time? When we moved from Brooklyn Park the quiet and dark nights at our new home was one of the biggest bonuses. That will go away when all the parking lot lights go up. We also loved living on a dead end gravel road with nothing but our neighbors driving by; nice and slow. No worry about our kids playing in the yard and no traffic noise. (Back then, there was a forest between the neighborhood and Highway 55.) With the development our neighbors to the south will have a heavily traveled road literally in their backyard. If that road is 10' above the current grade (as I believe I heard) no amount of shrubs or trees will block that view. Put up a sound barrier wall? Who wants to look at that?! And where does the runoff from that road go? (With all the salt in the winter.) Into their yards, and into our groundwater. The thought of having a gas station on the corner scares and angers me. As it does to all my neighbors. I walked my dog past that site this morning and imagined a gas station there. My heart dropped and I was sickened by the thought. Please, if you do anything do not allow a gas station! The City of Corcoran's web page banner depicts a farm, a wetland and a home. The Mission Statement reads: 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. And the Vision Statement reads: The City of Corcoran will become a vibrant, connected community while preserving its natural character and agricultural roots. How does putting in this development fit in with what you profess? Please consider the residents you represent and stand by your mission and vision. Allow us to live in the country setting we sought out and invested our lives in.

email wrmaurer@man.com

phone 7636077631

auestion

To view this form submission online, please follow the link below:

Respectfully, Bill and Gwen Maurer – 22810 Wagon Wheel Lane



Kendra Lindahl, AICP

Subject: FW: Highway 55 & Pioneer Trail Business Park (city file no. 21-047)

From: Tom McKee <tmckee@corcoranmn.gov Sent: Friday, December 16, 2022 4:03 PM

To: Natalie Davis tmckee@corcoranmn.gov Cc: Jessica Beise jbeise@corcoranmn.gov

Subject: Fw: Highway 55 & Pioneer Trail Business Park (city file no. 21-047)

Hey Natalie,

Just wanted to pass this along re: the pioneer trail proposal to be included in the public comments for the council agenda

Thanks!

Tom

From: Anderson, Jim < <u>Jim.Anderson@bsci.com</u>> Sent: Friday, December 16, 2022 10:43 AM

To: Jeremy Nichols <<u>inichols@corcoranmn.gov</u>>; Dean Vehrenkamp <<u>dvehrenkamp@corcoranmn.gov</u>>; Tom McKee <tmckee@corcoranmn.gov>; jobttema@corcoranmn.gov <<u>jobttema@corcoranmn.gov</u>>; Alan Schultz

<ASchultz@corcoranmn.gov>

Subject: Highway 55 & Pioneer Trail Business Park (city file no. 21-047)

Hello Folks of Corcoran,

I am James Anderson I reside at 22835 Wagon Wheel lane, been here for 9 years now. I'm writing to you regarding this proposed development at Pioneer Trail and Hwy 55. I've received some recent updated information from my neighbors and I missed the last meeting.

I moved here to live in the country with natural views of trees, fields and have land for animals and gardening. Peace and quiet and lack of city noise and pollution is why I live here. I've worked in Maple Grove at Boston Scientific for 28 years and I love my daily commute to work every day!

Allowing this development directly behind my property will definitely devalue my property to me and my neighbors, and quite likely would actually make me seriously consider moving away.

I am mainly strongly opposed to the Development right behind my back yard and the Zoning change proposed from UR to any commercial or Industrial. I see it's currently Metro Urban Service Area, this seems to be very important for future

I am strongly opposed to a fuel station/convenience store at the North West corner as proposed, as it will be right directly behind my home.

I am strongly opposed to the proposed road (Kimberly Lane) running parallel to my back yard property because of the traffic will destroy my quiet (and dark at night) country living.

I am not as strongly opposed to storage facilities located out of my view (closer to Medina Electric) but I'm certainly not for it as it will still increase vehicle traffic, lights etc.

My concerns are as follows:

- 1. Traffic noise, vehicle lights, building lights, garbage being thrown from vehicles.
- 2. Crime, theft, drug deals are always increased around convenience stores.
- 3. Pollution! The fuel spills, the vehicle exhaust, the lights, the noise and potential contamination and other effects on our private wells and sewers!
- 4. Instead of looking at trees and woods and field out my back yard, I'll have to look at buildings, lights and vehicles.

I thank you for reviewing and considering my concerns as a land owner. I was told the next meeting was moved from Dec 22 to Jan 12th, I will attend the next meeting so please confirm.

Thank you, Jim

STAFF REPORT

Agenda Item 8b.

City Council Meeting:	Prepared By:
January 12, 2023	Natalie Davis McKeown
Topic:	Action Required:
Hope Community Sketch Plat	Direction
(PIDs 11-119-23-14-0003, 11-119-23-14-0004,	
11-119-23-14-0005, 11-119-23-11-0012)	
(City File No. 22-074)	

Review Deadline: January 22, 2023

1. Application Request

The applicants (Hope Community Church, Brian and Jacque Lother, and Corcoran Investments, LLC) request an opportunity to appear before the City Council to solicit informal comments on a sketch plat for roughly 40 acres located in the northwest corner of County Road 116 and County Road 30 and surrounding the existing Hope Church location. As a part of this request, the applicant would also like to move forward with an Environmental Assessment Worksheet (EAW).



2. Background

Hope Community Church is an existing institution located at 19951 Oswald Farm Rd. Hope Community Church purchased the subject parcels over 20 years ago with a long-term vision to create a campus that would provide places for people of multiple age groups to live, work, dine, and worship. Significant components of this vision include senior housing options as well as medical office space.

The church was approved in 2001. As part of the original approvals, the landowner provided a concept plan for future build out of the entire church property, which included senior housing, office/retail on the property east of the church, and a cemetery west of the church. No approvals for future phases were granted as these were conceptual plans only.

In 2005, the City approved a request from the church to complete a Zoning Ordinance Amendment to allow a daycare on site with a Conditional Use Permit (CUP). In 2006, the church submitted a request for a Zoning Ordinance Amendment to allow development of land in the Metropolitan Urban Service Area (MUSA) prior to availability of services, subject to several conditions. This request was approved. In 2012, the City approved a CUP and a Site Plan Amendment to allow a 498-plot cemetery on 1.504 acres of land west of the existing church. Most recently, the Lothers and Hope Community Church worked with the City to provide land for a water treatment plant and water tower in the Northeast District.

3. Context

Zoning and Land Use

The proposed development spans four parcels. Two parcels do not have any existing structures. One parcel has an existing single-family home. The largest parcel contains Hope Community Church and the associated cemetery. The City recently approved a small subdivision to a portion of this parcel to be used as the location for the City's first water tower.

The existing church site to the east of Oswald Farm Rd is zoned Public/Institutional (P-I) while the three surrounding parcels to the west are currently zoned General Mixed Use (GMU). The 2040 Comprehensive Plan guides the church site as Public/Semi-Public with the three surrounding parcels are guided as Mixed Use. All four properties are within the Metropolitan Urban Service Area (MUSA) and are within Phase 1 of the 2040 Staging Plan.

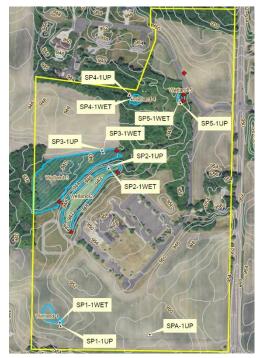
Surrounding Properties

The property to the west of the existing church site is zoned Urban Reserve (UR), guided as Mixed Residential, and is an active farmstead. The properties to the north of the proposed site are also zoned UR, guided as Existing Residential, and are a part of a

single-family residential neighborhood. The properties to the east, across County Road 116, are zoned UR, Single Family Residential 1 (RSF-1), or Business District (BP). The properties are guided as Existing Residential and Business Park. The actual uses of these properties include existing single-family homes, an actively farmed parcel, and the future site of the City's water treatment plant which will include a well. The property to the south of the proposed site, across County Road 30, is zoned GMU, guided Mixed Use,

and is currently a farmstead. All of the surrounding properties are within the MUSA.

Natural Characteristics of the Site



The 2040 Comprehensive Plan's Natural Resource Inventory Areas map does not reflect any natural communities on the four subject properties. Previous wetland delineations confirmed two large wetlands on the west portion of the site (to the northwest of the church). The Hennepin County Natural Resources map (attached to this report) indicates additional potential and probable wetlands throughout the church parcel as well as some smaller potential/probable pockets on the southernmost parcel. A wetland delineation application was submitted to the City for the entire project site in October 2022. At the time of this staff report, the wetland delineation is still in the process of being certified. The submitted report indicates a total of 5 wetlands throughout the site as shown in the image to the left.

3. Analysis

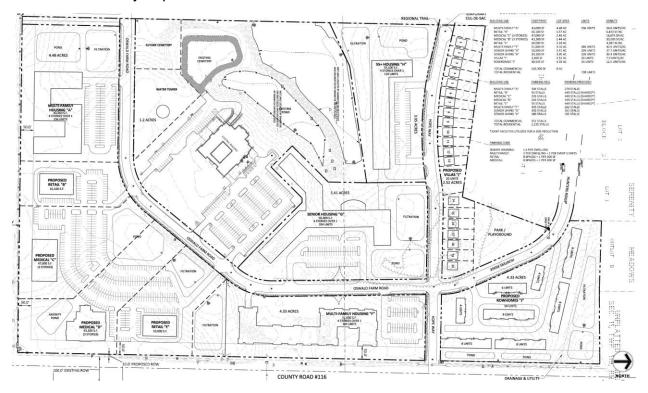
Planning staff coordinated review of the sketch plan with Public Works and Engineering as well as the Public Safety team. Memos from the City Engineer and Public Safety are enclosed in this report as well as incorporated into the following analysis as appropriate. The applicant is responsible for reviewing the entirety of both memos and incorporating the feedback as the project moves forward.

Use

The proposal includes a variety of uses in addition to the existing church, cemetery, and water tower site. The sketch plan (attached and shown on p. 4) reflects the following additions:

- A 156-unit multi-family building (Multi-Family "A").
- A 10,100 sq. ft. retail building (Retail "B").
- A 47,000 sq. ft. medical building (Medical "C").
- A 43,200 sq. ft. medical building (Medical "D").
- A 10,000 sq. ft. retail building (Retail "E").
- A 184-unit multi-family building (Multi-Family "F")
- A 204-unit senior living facility providing a full continuum of care from independent living to hospice care (Senior Living "G").
- A 120-unit active senior apartment building (Senior Living "H").
- Twenty one-story active senior villa rentals (Villas "I").
- Fifty-four row townhomes (Rowhomes "J").
- A 1.12-acre tot lot.

- A cemetery expansion.



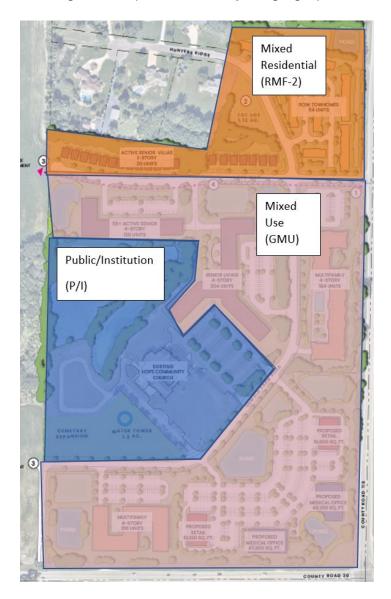
The proposed retail space and medical office spaces comply with permitted uses in the GMU. Apartment buildings (referred to as multiple family dwellings in the City Code) are also a permitted use in the GMU with a minimum density of 10 units per net acre.

The three proposed senior housing components are located on the portion of the site that is zoned P-I, but housing is not an allowed use within this district. Due to the existing cemetery, staff believes it makes sense to keep the church and cemetery on a 10-acre parcel that remains in the P-I district. The desired cemetery expansion noted in the applicant's narrative will require the City Council to approve a CUP amendment.

The areas intended for senior living should be re-guided and re-zoned to an alternative district. The GMU would allow apartments by right if they meet a minimum density of 10 units per acre. Additionally, an assisted living facility is allowed in the GMU through a Conditional Use Permit (CUP). However, the GMU district does not allow single-family homes or townhomes which impacts the shown villas and row townhomes on the sketch plan. Staff believes the best pathway forward (if the Council generally supports the proposal) is for the applicant to do the following:

1. Request a Comprehensive Plan Amendment to re-guide the proposed senior apartment buildings to Mixed Use and rezone to GMU.

2. Re-guide the senior villas and row townhomes to Mixed Residential and rezone to RMF-2. The image below provides a very rough graphic of this scenario.



The alternative would be several Zoning Ordinance Amendments to the GMU district standards to allow the proposed uses and satisfy the district's standards discussed in more detail throughout this report. It may be helpful to consider that the long-term zoning of the property immediately west of this site is guided for Mixed Residential, and it is common for mixed residential to be adjacent to mixed use elsewhere within the City as it provides a transition between lower density residential and mixed use areas anticipated for higher intensity uses.

Density

The applicant provided calculations for the pre-development density for the residential components of the proposal. For context, the apartment buildings in the mixed use area will require a net density of 10 - 30 units per acre. If the villas and townhomes are placed within a mixed residential area, the required net density is 8 - 10 units per acre. It is also important to note that the pre-development calculations can be slightly lower than the post-development calculations; these are provided at the time of the final plat once features such as wetlands and wetland buffers are removed from the calculations.

The applicant provided the following density estimates:

Building/Use	Lot Area	Units	Density	
Multi-Family "A"	4.48 acres	156 units	34.8 units/acre	
Multi-Family "F"	4.33 acres	184 units	42.5 units/acre 37.7 units/acre	
Senior Living "G"	5.41 acres	204 units		
Senior Living "H"	3.95 acres	120 units	30.4 units/acre	
Villas "I"	2.52 acres	20 units	7.9 units/acre	
Rowhomes "J"	4.33 acres	54 units	12.5 units/acre	

Based on these calculations, all of the apartment buildings are projected to surpass the density limit of 30 units per acre in the GMU if each lot is considered separately. When considering the proposed residential density of the GMU area as a whole, the density is 36.5 units/acre.

The row townhomes are projected to exceed the upper limit of 10 units per acre in the

E-WAY

1 PROPOSED

VILLAS "I" 20 UNITS 2.52 ACRES

mixed residential area. The villas are just under the required 8 units per acre. When considering the density within the proposed RMF-2 area, the density is 10.8 units/acre, still exceeding the density range. The estimated pre-development density of the GMU residential area is 29.49 unit/acres, but this level of density would not be permitted on the entire site if RMF-2 is used to allow the townhomes and villas.

Lot Analysis

There are two existing zoning districts for the proposed site. The lot standards for P-I are as follows:

	Minimum Standard
Minimum Lot Area	10 acres
Minimum Lot Width	200 ft.
Minimum Lot Depth	200 ft.
Minimum Principal Structure Setbacks	
- Front, Major Roadways	100 ft.
- Front, All Other Streets	50 ft.
- Side and Rear	50 ft.
- Adjacent to Residential	50 ft.

Maximum Principal Building Height	45 ft.
Maximum Impervious Surface Coverage	70%

It appears the minimum lot standards can be met with the church and cemetery subdivided into a 10-acre parcel. The applicant will need to dimension setback, and provide impervious surface coverage calculations during the preliminary plat application in order to confirm the standards can be satisfied without needing a variance.

The lot standards for the GMU district are as follows:

	Minimum Standard
Minimum Lot Area	25,000 sq. ft.
Minimum Lot Width	150 ft.
Minimum Lot Depth	N/A
Minimum Principal Structure Setbacks	
 Front, Major Roadways 	100 ft.
- Front, All Other Streets	25 ft.
- Side and Rear	None
 Adjacent to Residential 	35 ft.
Maximum Principal Building Height	35 ft. at the minimum setbacks but may be increased up to a maximum of 50 ft. with increased setbacks at a rate of 1 ft. additional height for every 5 ft. in additional setback.
Maximum Impervious Surface Coverage	80%

These standards look doable for the project with some concerns over setbacks and maximum impervious surface coverage limits for the GMU portions of the project. The sketch plan application did not include calculations for maximum impervious surface coverage. Overall, it looks doable, but portions of the project will require a significant amount of impervious surface. The applicant will be required to submit impervious surface coverage calculations with the preliminary plat in order for staff to be able to confirm compliance with this minimum lot standard throughout the proposed project.

Focusing first on the southern GMU portion of the project that contains Multi-Family "A" and the commercial uses (shown on p. 8), all of the lots comply with the 25,000 sq. ft. lot area minimum. The Multi-Family "A", Medical "C", and Retail "E" buildings look to be able to comply with the minimum lot width requirement, but Retail "B" and Medical "C"

appear to be under the 150 ft. lot width minimum. These dimensions will need to be provided on the preliminary plat.



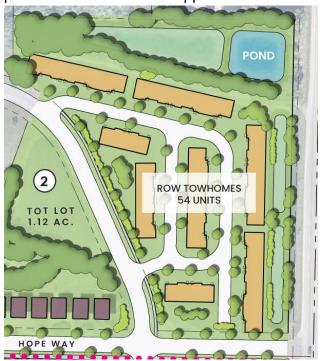
Most of the setbacks can be accommodated however, there is a 100' setback along County Road 30 and County Road 116. The setback from major roadways can be reduced to 60' with additional landscaping per Section 1060.070, Subd. 2 (K). Landscaping is shown on the rendering, but not enough information is provided to confirm the landscaping meets the standard to grant setback flexibility (one overstory coniferous tree, 2 ornamental trees, and 10 understory shrubs per 100 feet of the length of the property line where the flexibility is required, or an equivalent amount of existing trees and shrubs are preserved).

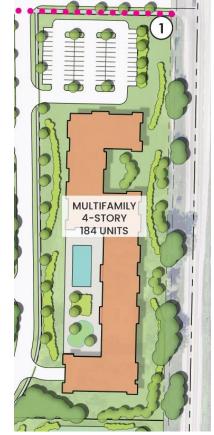
The proposed retail spaces look to comply with a 60' setback assuming the buildings will not exceed 35' in height and additional landscaping is provided. The Multi-Family "A" and the proposed medical offices are shown at a setback of 50' and will not comply even with additional landscaping. The buildings will need to be setback roughly another 10' so the buildings are at least 60' from lot lines abutting a County Road. This assumes additional landscaping will be provided and the buildings do not exceed 35' in height.

Staff is not concerned about the height of medical office buildings, but the 4-story apartment building is likely to exceed 35' in height. The anticipated height is not provided in the applicant's narrative; however, a 4-story building can be assumed to be at least 40'. An additional setback of 5' from all property lines will need to be applied for every additional 1' of height. For example, with a building height of 40', an additional 25' setback would be required from all property lines. This would result in a minimum setback of 85' from major roadways, 50' from all other roadways, 25' from the side and rear property lines, and a 60' setback from property lines adjacent to a residential zoned property. The plans will need to be revised to comply with these setbacks unless a

variance is granted. At this point, staff is unsure of a physical constraint of this portion of the site that creates practical difficulties that justifies granting a variance. Since the projected density of this building exceeds the allowable range in the GMU, staff believes the applicant should consider removing units to be able to comply with the Zoning Ordinance. The Council may choose to discuss whether they agree or disagree with staff's recommendation.

Moving northward along the County Road 116 frontage, the sketch plat proposed a second 4-story multi-family apartment building labeled as Multi-Family "F" (see image to the right). It is important to note that the existing lot for this proposed multi-family building is long and narrow with a relatively small lot depth of just 240 feet. Additionally, there are road frontages on three sides of the parcel. The sketch plat shows the building setback at 50' from County Road 116, 45' from Oswald Farm Rd along the west property line, and 185' from Oswald Farm Rd along the north property line. Again, if a building height of 40' is assumed, a setback of 85' from County Road 116, and 50' from Oswald Farm is required without a variance. These setbacks could prove challenging given the existing width of the lot. It appears that the building setbacks could be accommodated with a 3-story building, and given the projected density of the building, the applicant could reduce the number of units. The Council may choose to provide feedback to the applicant on whether they believe





the constraints of the site

warrant a variance to allow a 4-story building on this parcel. If the Council is not in favor of the applicant pursuing a variance, staff recommends the plans be revised to reflect a 3-story building that meets a 60' setback from County Road 116 with additional landscaping provided.

Continuing northward along County Road 116, the plan shows 54 row townhomes (see image to the left). The buildings closest to County Road 116 have a 50' setback, and it appears the townhomes nearest Hunters Ridge Rd are setback less than 20'. If the Council is open to this

portion of the site being rezoned to RMF-2 than the lot dimensions provided in the table below would apply to the townhomes.

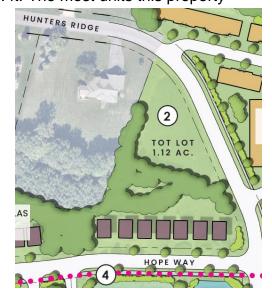
	Minimum Standard
Minimum Lot Area	5,000 square feet
	per unit
Minimum Lot Width	N/A
Minimum Principal Structure Setbacks	
 Front, Major Roadways 	100 ft.
 Front, All Other Streets 	25 ft.
- Side**	10 ft.
- Rear	25 feet
Maximum Principal Building Height	35 feet

Regardless of whether the property is zoned GMU or RMF-2, the plans should be adjusted for a 60' setback from County Road 116 (with additional landscaping provided) and a 25' setback from Hunters Ridge. The townhomes would not be able to comply with the minimum lot area of the GMU of 25,000 sq. ft, but the minimum lot area of 5,000 sq. ft. allowed in RMF-2 looks doable. The sketch plan shows this property with an area of approximately 4.33 acres, or 188,614 sq. ft. The most units this property

could hold while meeting the minimum lot area requirements is 37. This would bring the predevelopment density calculation in line with the allowed density for mixed residential. The plans should be revised to meet the minimum lot area standard.

Moving west into the development, the 1.12-acre tot lot is shown (see image to the right). No structures are shown on the sketch plan. The size of the tot lot would be placed in an outlot that is not subject to minimum lot size requirements.

The various offerings for senior living in the proposal are centered in the northwest portion of the site, north of the existing church. The senior



apartments can meet the minimum lot size of 25,000 sq. ft. The sketch plan indicates 4-story senior apartments which will require an additional setback of 5' from all property lines as discussed previously. For the most part this looks to be doable, but the setbacks may need to be adjusted in Senior Living "G" where the building wraps around the existing church parking lot depending on the height of the building. Again, considering the estimated density of this building, the building size can be reduced by removing some units and bring the proposal in complaince with the district standards.

If rezoned to RMF-2, the senior villas would be subject to the following lot standards:

	Minimum Standard
	Single-Family
	Detached
Minimum Lot Area	6,000 sq. ft./unit
Minimum Lot Width	60 ft.
Minimum Principal Structure Setbacks	
 Front, Major Roadways 	100 ft.
 Front, All Other Streets 	25 ft.
- Side	10 ft.
- Rear	25 feet
Maximum Principal Building Height	35 feet

The individual lot dimensions and setbacks of the villas are not provided in the sketch plan. Based on rough calculations, it appears the villa lots in general do not comply with the minimum size requirements. The sketch plan notes the villas encompass an area of 2.52 acres, or 109,771 sq. ft. The most that could be accommodated on 2.52 acres is



18 villas. Additionally, the sketch plat seems to show the building pads setback at 20' rather than 25' from the front property line, and some of the side setbacks look to be less than 10'. However, 18 units on 2.52 acres has a pre-development density calculation of 7.14 units/acre. This may mean that complying with the Zoning Ordinance will make it challenging for the applicant to meet the density requirements. The Council may choose to discuss if they are open to variances for the villas so that the density minimum of 8 units per acre can be satisfied.

Signage

No signage is discussed in the narrative or shown in the sketch plan. Signs throughout the development must comply with Chapter 84 of the City Code. Non-residential uses are allowed 1 freestanding sign with a sign copy area of 64 sq. ft. and a height of 16'. Additionally, non-residential uses are allowed 1 wall sign of up to 10% of the primary building face. Residential uses are allowed 2 freestanding signs with a sign copy area of up to 32 sq. ft. with a height of 6'.

Streets & Access

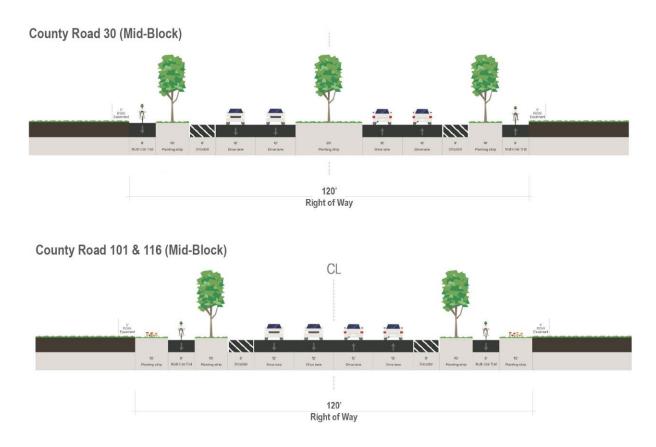
The development shows two access locations. One is at the existing Hunters Ridge intersection at County Road 116, and the second intersection is at the south side of the development along the west property line. This location is consistent with the Northeast

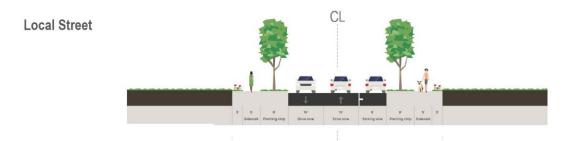
(NE) District Plan. This southern access location is shown to be split with the adjacent property to the west. The Engineering Memo requires the applicant to either obtain the necessary easements to construct access in this location as a part of this development, or to shift the access so it is entire located with the boundaries of the proposed development. The applicant shows two future development connections to the western property which is consistent with the NE District Plan and preferable.

Turn lanes will be required by the County based on the size of the development. The turn lanes into the project are anticipated to be a City-led project. The City process will require the development to establish an escrow prior to the turn lanes being designed and publicly bid.

The Engineering Memo notes that the internal roadway and right-of-way (ROW) widths were not dimensioned on the plans, and the applicant must provide plans that confirm the roadways will be constructed in accordance with City standards or as needed to facilitate traffic safely throughout the development.

The applicant will also need to comply with the NE District street standards for County Roads and local roads as shown below.





The NE District plan notes that the developer is responsible for construction of all streetscape improvements along adjacent streets. These improvements include all hardscape, landscape, and site amenities, such as trails, sidewalks, benches, bike racks, street trees, and plantings.

The Public Safety Memo notes a concern with the dead-end street shown to serve the row townhomes. They believe this segment of road will likely require a turnaround to be able to facilitate emergency vehicles.

Parking

Parking standards are provided in Section 1060.060 of the Zoning Ordinance. The parking lot dimensions are not clearly labeled on the sketch plans. Drive aisles and parking lots must be setback at least 25' from all front property lines and 10' from all side and rear property lines. The plans reflect 90-degree parking throughout the development which must comply with the following standards:

- Stall width parallel to aisle 9'
- Stall length of line 9'
- Stall depth 18'6"
- Aisle width 26'



The applicant will need to show these dimensions on the preliminary plat application.

The City Code requires the following minimum number of stalls per each proposed use:

Use	Number of Stalls Required
Single and Multi-Family Housing	2 spaces per unit plus 1 space for each 5
	units in an apartment or townhome
	complex
Senior Housing	1.5 spaces per dwelling unit
Retail Uses	8 parking spaces plus 1 space for each
	200 sq. ft. of retail space and 1 space for
	each 35 sq. ft. of dining area

Office Buildings	1 space for each 200 sq. ft. of floor area.
	Minimum of 8 spaces required.

The sketch plan provides the following parking calculations for the development:

BUILDING USE	PARKING REQ.	PARKING PROVIDED
MULTI-FAMILY "A"	344 STALLS	279 STALLS
RETAIL "B"	50 STALLS	449 STALLS (SHARED*)
MEDICAL "C"	235 STALLS	449 STALLS (SHARED*)
MEDICAL "D"	216 STALLS	449 STALLS (SHARED*)
RETAIL "E"	50 STALLS	449 STALLS (SHARED*)
MULTI-FAMILY "F"	405 STALLS	262 STALLS
SENIOR LIVING "G"	306 STALLS	351 STALLS
SENIOR LIVING "H"	180 STALLS	182 STALLS
TOTAL COMMERCIAL TOTAL RESIDENTIAL	551 STALLS 1,235 STALLS	

^{*}JOINT FACILITIES UTILIZED FOR A 20% REDUCTION

Senior Living "G" and Senior Living "H" exceed the minimum parking requirements. Multi-Family "A" and Multi-Family "F" do not meet the minimum parking requirements. The plans should be revised to provide the required parking for residents and guests. The parking for the villas and row townhomes is not included in the calculations provided by the applicant. Two parking spaces are required for each single-family home and townhome, and the townhomes will also require an additional 1 space for every 5 units to provide guest parking.

The shown parking for the commercial area is more challenging. The sketch plan proposes joint parking facilities containing 449 shared stalls. The City Code has the following provision related to joint facilities in Section 1060.060, Subd. 11:

Joint Facilities. The City may approve an interim use permit to allow joint parking for one or more businesses where the total number of parking stalls provided for joint use is less than the sum of the total required for each business should they provide them separately. The applicant must demonstrate the feasibility of the arrangement in a written report. Such a permit shall not be granted except when the following conditions are found to exist:

- A. Proximity. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within 300 feet of such parking facilities, excluding public rights-ofway.
- B. Conflict in Hours. The applicant shall demonstrate in documented fashion that there is no substantial conflict in the principal operating hours of the 2 buildings or uses for which joint use of off-street parking facilities is proposed.

C. Written Consent and Agreement. A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities, duly approved as to title of grantors or lessors, and in a form and manner of execution approved by the City Attorney, shall be filed with the City Clerk and recorded with the Hennepin County Recorder or Registrar of Titles, and a certified copy of the recorded document shall be filed with the City written 60 days after approval of the joint parking use by the City or the interim use permit shall be considered null and void.

The applicant did not provide a written report that demonstrates a lack of a conflict in operation hours to be begin evaluating such a request. Staff is concerned with the lack of direct access for the two medical buildings. Additionally, the interim use permit (IUP) discussed above does not have a mechanism to waive the parking setbacks between property lines. In other words, a variance would need to be granted to allow the shared parking lot as shown if the above IUP criteria is satisfied. The hardship is unclear, and staff recommends that parking alternatives be considered to at least show why complying with the Code creates a practical difficulty.

The applicant will also need to show snow storage accommodations for the parking lots. Further, the NE District plan requires all multi-family and non-residential developments to provide a Chloride Management Plan. The applicant should carefully consider the snow storage locations as a part of their overall management plan for the development.

The NE District Plan requires bicycle racks as a part of the parking requirements. The parking plans will need to reflect bicycle racks which may be placed near the entrance of the businesses if a minimum 5-foot-wide pedestrian access to the building entrance is maintained. Bicycle parking may occupy a maximum of two required parking stalls without requiring additional parking.

No lighting is shown for the parking lot. Any lighting used to illuminate the off-street parking area shall be so arranged as to reflect glare away from adjoining property, adjacent residential uses, and public rights-of-way. The lighting must also comply with Section 1060.040 of the Zoning Ordinance.

Utilities

The Engineering Memo touches on various items related to municipal sewer and water for the site. There are several trunk utilities running through the development site. Depending on the final location and depth of utilities, easements may be required beyond the standard easements identified in City Code. The feasibility study will need to review the routing of the Trunk Sanitary Sewer to see if it should align to the south with the access road location or stay as shown generally in the Comprehensive Plan. Further, the applicant will need to work with the City of Corcoran to modify the existing water agreement with the City of Maple Grove to serve this site. The exact timeline of Corcoran's water supply system is unknown as of the date of this report. The attached memo further discusses general requirements.

Stormwater Management

The Engineering Memo provides that a Stormwater Pollution Prevention Plan will be required for construction. Additionally, a stormwater management plan will be required to confirm standards with City and the Elm Creek Watershed Management Commission standards. Easement will be required over all storm sewer pipes; these easements must be shown on the utility plan when the Preliminary Plat is submitted. Sumps will be required in storm structures with drops in elevation of 18" or greater as well as the last accessible structures prior to stormwater basins. The attached memo further discusses general requirements.

Wetlands

The wetland delineation must be finalized before final approvals can be provided. The Engineering Memo notes that the wetland buffer zones and required wetland buffer signs must be clearly identified and labeled on the preliminary plat.

Landscaping

Landscaping is shown on the rendering, but a detailed landscaping plan was not provided to evaluate further. Landscape standards are provided in Section 1060.070 of the City Code. Residential uses must provide one overstory tree per dwelling unit. Non-residential uses shall contain a minimum of:

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

The applicant should provide these calculations with the landscaping plan at the time of preliminary plat. Section 1060.070, Subd. 2 (G)(3) of the Zoning Ordinance does allow up to 50% of the overstory trees to be substituted by using three understory trees for each one required overstory tree. Additionally, the species of landscaping must comply with the preferred trees list for the NE District listed in Appendix C of the Zoning Ordinance.

Parking stalls with 4 or more stalls must be screened to a height of at least 3 feet from properties guided or zoned residential and from public streets. Additionally, per the Northeast District Plan, parking bays shall have landscaped islands with a planting area of 360 square feet at each end of the parking bay. Parking bays in excess of 15 spaces in length shall be divided by intermediate islands of 180 square feet of planting area. Landscaped islands are reflected on the rendering, and there are islands shown on the concept plan. However, it looks like more intermediate islands are required, and more information about the vegetation should be submitted with the landscaping plan.

Building Standards

The applicant provided samples of potential architectural styles for the various components of the development. While percentages of building materials were not provided, it appears the intended designs will comply with Section 1060.050 (Building Standards) of the Zoning Ordinance as well as the additional design standards provided in the NE District Plan. The exact design will be reviewed in more detail as site plans are submitted for each phase/component. The applicant's narrative indicates that the multi-family buildings will have flat roofs to lower the visual profile of the buildings.

Resiliency Options

As a part of the Northeast District Design Guidelines, incoming developments must include 3 resiliency options from a list of 8 strategies provided in Appendix C. The submitted narrative indicates an intention to incorporate biofiltration as the primary method of stormwater treatment, solar panels, and electric vehicle charging stations throughout the development. These will need to be reflected in the plans as the application moves forward.

Trails, Parks, Plazas, and Open Space

A proposed off road trail is shown along County Road 116 in the 2040 Comprehensive Plan. The NE District shows multi-use trails along County Road 30 and County Road 116 as depicted on p. 12 of this report. These will need to be shown on the Preliminary Plat and reviewed further by the Parks and Trails Commission.

Multi-family residential developments are required to provide landscaped private open space for their residents per the NE District Plan. This open space shall be designed and landscaped for outdoor recreation. The applicant proposes a small "tot lot" just east of the existing residential neighborhood. The applicant hopes this small park will provide a transition to the more intense housing uses shown on the sketch plan while providing value to the existing and future residents of the area. No further information is provided in the applicant's narrative other than an intention to provide a significant amount of space designed for gathering and amenities for the residents. Specifically, the narrative explains the anticipated exterior amenities will likely include a swimming pool, grill stations, firepits, pergolas, bocce courts, putting greens, and a roof deck for gatherings. Staff believes the tot lot should be retained by the development as a plaza space maintained by the landowner rather than be dedicated as a public park. The Council may choose to provide feedback on this point.

Environmental Assessment Worksheet (EAW)

An EAW is anticipated for the project. Staff prepared a cost estimate and work on the EAW can begin upon submittal of an escrow deposit for the cost estimate. A formal development application (e.g., preliminary plat) may not be reviewed until the EAW process is complete.

Rental Dwelling Ordinance

The City Council is working on a Rental Dwelling Ordinance that would limit the amount of rental licenses that can be owned by a single entity as well as the density of rental dwelling units on a block. As the draft is currently written, the lessor of the senior villas would require a special exemption granted from the City Council. This process is still being outlined, and the Ordinance is not yet in effect. The Council may choose to consider whether this is a situation where an exemption would be justified should the Ordinance move forward. The density limit would not apply to this development under the current rental draft as the limit only applies to low-density residential areas with a density of 5 units/acre or less.

Phasing Plan

The applicant submitted a phasing plan that is attached to this report. Phase 1 consists of the row townhomes, the tot lot, 7 of the senior villas, the Senior Living "G" building with a full continuum of care, and the Multi-Family "F". Phase 2 consists of the commercial area. Phase 3 consists of Multi-Family "A". Phase 4 includes the remaining senior villas and the active Senior Living "H" apartments.

Request to Utilize Tax Increment Financing

The applicant submitted a request for the City to consider creating a Housing Tax Increment Financing (TIF) district. The requested TIF district of up to 25 years depending on final determined financial gap and need with the City's financial consultant. To establish the Housing TIF district the apartment development would be required to have 20% of the units affordable at 50% of the area median income levels. The TIF would be setup as Pay-Go financing where the developer funds all of the improvement costs upfront and then would receive reimbursements of the property tax increment Tammy Omdal, the City's Financial Advisor, will be available to answer questions about TIF.

Summary of Discussion Items

While there are several items that need to be addressed before the sketch plan moves forward, the Council is asked to specifically provide feedback on the following items:

- Re-guiding and rezoning portions of the property to mixed use/GMU and mixed residential/RMF-2 to allow senior apartment communities, senior villas, and row townhomes.
- 2. The height of the apartment buildings and potential variances from additional setback requirements for Multi-Family "A", Multi-Family "B", and Senior Living "G".
- 3. Reducing the number of units in all apartment buildings and the row townhomes to be within the established density ranges.
- 4. The joint facilities IUP for a shared parking lot with less parking spaces than otherwise required and variances from the parking lot setback.

- 5. Variances to allow deviations from minimum lot standards for the senior villas if needed to accommodate the required density on the site.
- 6. The proposed tot lot.
- 7. The information provided about proposed open space/amenities.
- 8. The potential of the landowner of the senior villas to qualify for an exemption from the rental license limit should the rental dwelling ordinance pass as drafted.
- 9. The request for the creation of a housing TIF District.

Next Steps

Assuming this project moves forward, the next steps are outlined below:

- 1. Environmental Accessibility Worksheet and Feasibility Study.
- 2. Final certification of the wetland delineation.
- 3. A land use application for a Comprehensive Plan Amendment, Rezoning, IUP, Preliminary Plat.
- 4. A land use application for a Final Plat and any required CUPs and Site Plans for individual sites with each phase of the development.
- 5. Watershed approval of City-approved final grading and stormwater plans.

4. Recommendation

Staff recommends that the City Council review and discuss the sketch plat and sketch site plan and provide the applicant with informal comments. The Council should provide clear direction to the applicant so that they can decide whether to proceed with a formal application. Any comments given by the City Council are advisory in nature and non-binding. While the comments are non-binding, the applicant will consider the input from the City Council when they prepare their formal submittal.

Attachments:

- 1. Applicant's Narrative
- 2. Hennepin County Natural Resources Map
- 3. City Engineer's Memo
- 4. Public Safety Memo
- 5. Sketch Plat
- 6. Rendering
- 7. Phasing Plan
- 8. Architectural Examples
- 9. TIF Request Letter

DATE: Wednesday, November 30, 2022- **UPDATED**

TO: City of Corcoran

FROM: Josh McKinney, PLA, Measure Group

SUBJECT: Hope Community Development - Narrative

Applicants: Hope Community Church

Brian & Jacque Lother

Corcoran Investments, LLC

Civil Engineer: Sambatek, Mark Anderson, PE

Proposal:

The applicants respectfully submit the enclosed application for Sketch Plan Review, along with a request for an Environmental Assessment Worksheet (EAW) for approximately 40 acres of development located in the Northwest corner of County Road 30 & County Road 116.

When Hope Community Church purchased this land over 20 years ago, their vision was to create a campus which someday provide housing for seniors, and create a community center which would provide opportunities for commercial and medical tenants consistent with the mission of the Church.

The proposed plan would provide places for people of multiple age groups to live, work, dine, and worship while being respectful of our neighbors and seeking to be a contributor toward the aspirational goals the City has set forth.

Once fully constructed, this plan would provide **738** Units of housing utilizing a variety of housing types and densities. In addition, this site would provide for up to **110,300** square feet of commercial, retail, and medical office space.

Below is a detailed description of the development, how we propose to meet the needs of multiple user groups, and fit into the existing context while planning for the future.

Attachments:

Application

Sketch Plan Documents

Phasing Plan

Architectural Examples

Hope Community Development November, 22 2022

Proposed Uses:

Multifamily Housing

- Multifamily housing is proposed in two different locations within the site plan.
- There is significant demand for this type of housing in Corcoran caused by several factors such as home affordability and shifting preferences of multiple demographics choosing to rent vs. own.
- The proposed buildings would be 4 stories with flat roofs to lower the visual profile of the buildings. Numerous examples of this proposed use are found in nearby communities.
- The proposed buildings would incorporate indoor amenities such as community rooms, work from home spaces, coffee bars, golf simulators, game rooms, and party/ community rooms. Typical exterior amenities found in modern apartments may include a swimming pool, grill stations, firepits, pergolas, bocce courts, putting greens, and a roof deck for gatherings.
- This use is consistent with the Mixed Use guidance for the property found in the Corcoran 2040 Comprehensive Plan.

Senior Living

- Senior Living is a core component to this development. Developing Senior Living Facilities consistent with the mission of the Church, but also is a use that is underbuilt both in Corcoran and the west Metro given what some demographers call the "Silver Tsunami" of aging Baby Boomers reaching retirement age and in need of care. This need has been both exposed and exacerbated by the Covid 19 pandemic.
- The proposed senior living facility will provide a full continuum of care, including independent living, assisted living, memory care, and hospice.
- Modern senior living facilities include many of the same amenities found within the
 multifamily buildings mentioned above. In addition, there are amenities which cater
 specifically to senior and non ambulatory populations such as playing card rooms,
 barber shops, club rooms, and dining facilities.

55+ Active Senior Living

- Active Senior Living is intended to serve as a transition from home ownership to a facility which provides more healthcare to its residents.
- Often seniors would prefer to live with people of similar ages when they transition from owning a home to a rental community.
- Amenities are similar to a non age restricted multifamily building, but are catered to active seniors with amenities such as Pickleball courts.

Senior Villas

- The Senior Villas Shown on the proposed sketch plan would serve as another housing option for seniors to transition from home ownership to a rental community which would take care of the maintenance and upkeep of the home.
- These villas are intended to be owned, operated, and maintained by the Active Senior developer, but may also be the Senior Living developer.

Hope Community Development November, 22 2022

Row Townhomes

- Row Townhomes are an important part of what urban planners call the "Missing Middle housing". These homes will serve as a transition for younger residents to move up into larger single family homes, as well as seniors looking for a smaller home which is more easily maintained.
- Garages will be loaded from an interior street or private drive.

•

Commercial/Retail

- With the anticipated growth of Corcoran over the next several years comes the need for high quality, well located commercial and retail options. This plan provides those options with the required traffic counts and visibility for those uses to thrive.
- Potential users for this space would be a small format grocery store, coffee shops, restaurants along with community services such as barbers, banks, pharmacies, child care facilities, etc.
- While Maple Grove is a regional hub for retail and commercial space, the need for retail to serve the more localized area will become more important with the anticipated growth of the surrounding community.

Medical Office

- A medical office use is consistent with the mission of the church and a focus on healing. This use is in high demand as healthcare decentralizes from large hospital campuses and instead locates specialists within medical office buildings with multiple users.
- Examples of this type of use are numerous throughout the northwest metro, including Twin Cities Orthopedic, Ridgeview, and Park Nicolett as major users.
- Although the site plan shows these buildings at 2 story structures, we envision at least one will be a 3 story building. This square footage of the footprint can be redistributed as open space or a public amenity such as a plaza.

Water Tower Site

 Hope Community Church has agreed to sell land to the City of Corcoran to construct a water tower located within the existing church site. This site is approximately 1.2 acres.

Cemetery Expansion

• Hope Community Church owns an existing cemetery. Additional capacity is desired to facilitate future use for members of the community.

Existing Church Use

 Hope Community Church is approximately 30,000 Square feet of worship space, office space, classrooms, and flex space. The Church has been a part of the community for over 20 years.

Hope Community Development November, 22 2022

Transportation & Connectivity:

This site is well positioned within the City of Corcoran and is served by two county roads (30 & 116), both of which are planned for expansion in the future. Additionally, the site is currently served with a left turn lane from County Road 116.

The second access, shown on the western property line in the southern portion of the site is an access which was included in the Northeast District Design Guidelines and discussed at that time with Hennepin County.

The EAW will determine the need and extent to which additional off site transportation improvements are required, along with the threshold and timing requirements for those improvements to be made.

The Diamond Lake Regional Trail will bisect the property. A proposed alignment is indicated on the plan rendering, however is subject to input from Three Rivers Park District through the EAW process.

Utilities:

This site is in a unique position of housing the first water tower proposed in the City of Corcoran. Additionally, the proposed wastewater treatment facility is located directly to the north east of the site area.

Our engineering team has reviewed the available project documents, and developed a utility schematic. Hope Community Church has worked with the City of Corcoran as a partner to site the water tower, and will continue to do so as it relates to the routing of utility lines to serve both the project area as well as our neighbors.

Trunk water and trunk sanitary lines are shown routed through the site. Stormwater infrastructure will be provided to meet the City and Watershed Requirements

Buffering & Neighboring Uses:

Creating a sense of community is important to the applicants. Great care was given to maintaining and enhancing vegetative buffers to reduce impacts to neighboring properties.

In addition to utilizing plant material, the intensity of the proposed uses is greatly reduced near the property boundaries with residential uses. For example, a step down in intensity is shown with the 1 story senior villas near the northern property boundary, in conjunction with the significant treeline in that area.

Additionally, the area located east of the existing single family homes is a proposed tot lot, which provides a significantly less intense use than if the applicant had proposed housing of any type on that portion of the property. The park area will add value to both existing and future residents.

Hope Community Development November, 22 2022

The property to the west of the Hope Community Church site is guided as "Mixed Residential" which made the multifamily building located in that area feel appropriate, given that a similar use on the other side of that access point is possible in the future.

Conformance with Previous Planning Efforts:

The majority of this site is currently guided as Mixed Use in the **2040 Comprehensive Plan**. The area with Senior Villas, 55+ Active Senior, and Senior Living uses is currently platted with the Church and is guided as Public/Semi-Public. A Comprehensive Plan amendment will be required to accommodate those uses.

The project also referenced the **Northeast District Plan and Design Guidelines** while planning our transportation and trail locations. Those guidelines will continue to provide shape to the plan as this evolves from a sketch plan to a plan with significant detail.

Even at this stage, it is our intent to utilize biofiltration as a primary means of stormwater treatment, as well as utilize landscape buffering techniques outlined by the design principles.

Additionally, our team anticipates a significant amount of space designed for gathering and amenities, and plan for solar and electrical vehicles while developing individual site plans.

Phasing:

While the market will ultimately drive the phasing of the project, our team has prepared an exhibit for what we believe a realistic phasing plan might be. We believe that multifamily and senior housing will ultimately lead this development due to current market conditions, and utility availability.

From that point we expect the retail and commercial spaces would begin to develop, followed by/or along with subsequent housing phases.

Future Applications & City Actions:

While our team has taken great care with the preparation of this sketch plan, there are several steps between this current plan and the final product. We want to continue to receive feedback from the community, city staff, planning commissioners, and City council members to make this development the best it can be. We anticipate this project will require several City applications for consideration. Below is a list of our understanding of the next steps in the process:

- Submit Sketch Plan & Request an EAW for the site
- Receive EAW results
- Incorporating the findings of the EAW:
 - o Submit Preliminary Plat
 - Submit Comprehensive Plan Amendment for Senior Living Uses
 - Submit zoning or planned unit development request for the development
- Individual sites will prepare a final plat & site plan for review



Hennepin County Natural Resources Map

<u>Legend</u>

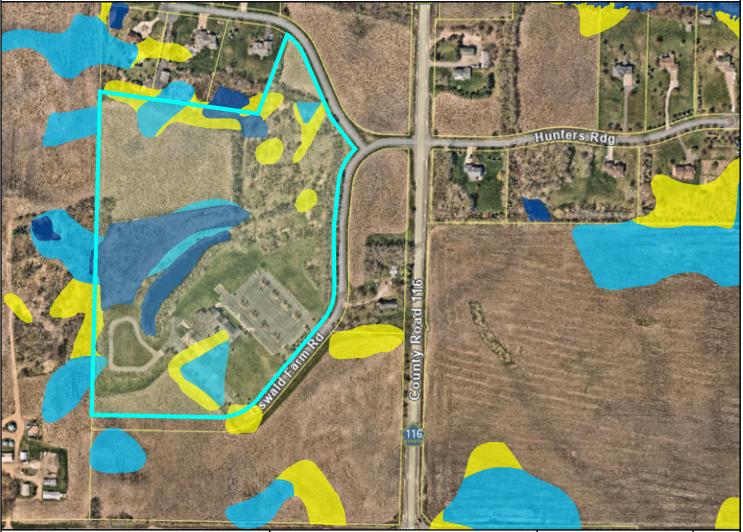
Date: 12/20/2022

Wetlands

Potential Wetland - HCWI

Probable Wetland - HCWI

Probable Wetland - NWI



PID: 1111923140004

Address: 19951 Oswald Farm Rd,

Corcoran 55374 Owner: Hope Ministries

Interntl Inc Acres: 28.93 Comments:

1 inch = 400 feet

N

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 notsuitable 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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To: Kevin Mattson, City of Corcoran From: Kent Torve, City Engineer

Steve Hegland, PE

Project: Hope Community Church Development Date: December 22, 2022

Project Concept Plan Review

Exhibits:

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

1. Sketch Plan Application Plans for Hope Community Church Development Project, by Sambatek

Comments:

General:

- 1. These comments are based on a review of the concept plans provided and should be considered by the applicant in any future preparation of city submittal plans to the City.
- 2. In addition to engineering related comments, the proposed plans are subject to addition planning, zoning, land-use, and other applicable codes of the City of Corcoran.
- 3. An EAW is anticipated to be necessary for the site. A traffic study would be conducted at that time to identify any impacts the proposed development has on the existing roadway system as well as any mitigation measures which are necessary.

Plat:

- The applicant shall have all drainage and utility easements provided and shown and all platting requirements met per the City Code. Drainage and utility easements (5' – 10') shall be provided along property lines, as standard per City requirements.
- 2. Access and parking for the proposed medical building are shown to be shared. If approved, this will likely require parking and access agreements to be provided for users within these lots.
- There are several trunk utilities running through the development site. Depending on final location
 and depth of utilities, easements may be required beyond the standard easements identified in City
 Code.
- 4. The trunk utilities shown north of Hope Way are shown in or near the edge of the Hennepin County Right of Way. Hennepin County would need to approve of this utility placement and if not approved may require additional easements within the development parcel.

Erosion Control/SWPPP

1. Preparation of and compliance with a SWPPP shall be required for construction.

December 22, 2022 Hope Church Concept Plan Kevin Mattson Page 2 of 3

Transportation

- 1. Roadway widths and Right of Way (ROW) widths are not dimensioned on plans. All roadways shall be constructed in accordance with the City standard details at a minimum or as needed to facilitate traffic movement safely through the proposed development.
- 2. The proposed development is showing two site access locations, one at the existing Hunters Ridge intersection to CSAH 116 and a second new intersection at the south side of the development. These access locations are consistent with the NE District Plan. Hennepin County was involved with the development of this plan, however they will have final control off access locations through their permitting process.
- 3. Final ROW dedications along County Road 116 and County Road 30 will be determined by Hennepin County but 60' half ROW dedication is shown which is consistent with previous projects along County roads.
- 4. The southern access location is shown split with the adjacent property. Applicant shall obtain all necessary easements to construct access in this location or may need to shift access location entirely onto proposed development.
- The turn lanes into the project site are anticipated to be a City-led project. If so, the developer shall establish an escrow prior to the turn lanes being designed and publicly bid, consistent with City processes.
- 6. All parking areas shall have concrete curbing and a paved surface.
- 7. The applicant is providing two future development connections to the western property which is consistent with the NE District Plan. The second entrance to the north is preferred rather than using the existing Hunters Ridge roadway in order to reduce the amount of additional traffic past existing residents.

Grading /Stormwater

- 1. The applicant has identified space for several stormwater ponds and filtration basins on the proposed concept plan to account for the additional impervious surfaces.
- A stormwater management plan shall be provided to confirm that stormwater management is in accordance with City of Corcoran and Elm Creek Watershed Management Commission Standards.
- Reference the City of Corcoran Stormwater Guidelines for Development Review for standards for stormwater systems and modeling.
- 4. Provide P8 or a similar calculation to demonstrate that the site meets the total phosphorous and total suspended solids reduction standards for all treatment practices.
- 5. The wetland buffer zones and wetland buffer signage shall also be clearly identified and labeled.
- 6. All pedestrian ramps shall be ADA compliant and detailed designs shall be provided for all landings showing elevations in compliance with those requirements.
- 7. Easements shall be provided over all storm sewer pipes. Easements shall be shown on the utility plan to ensure they are adequate.
- 8. Sumps will be required in all storm structures with drops in of 18" or greater as well as the last accessible structures prior to stormwater basins.
- 9. Rational calculations shall be provided to confirm all pipe sizes and inlet capacity at the time of final plat.

December 22, 2022 Hope Church Concept Plan Kevin Mattson Page 3 of 3

- 10. Label clearly on plans EOF's for all areas where water will be collected including all low areas in roadways and greenspaces.
- 11. All drainage swales shall maintain a minimum of 2% slope and all slopes should be 4:1 or flatter unless approved by the City Engineer.
- 12. All walls higher than 4' shall be designed by a certified engineer and the design and certification of those walls shall be provided to the City.

Watermain/Sanitary Sewer

- 8. The applicant shows trunk sewer and water lines throughout the site which are generally in accordance with the City Comprehensive Plan.
- 9. At the time of the feasibility study, the routing of the Trunk Sanitary Sewer should be reviewed to determine if it should align to the south with the access road location or stay as shown generally in the Comprehensive Plan.
- 10. The applicant is showing the water tower site and is showing the trunk water lines to extend to this area. The phasing and timing of this water utility shall be further coordinated with this development depending on the timing of a water supply system.
- 11. The City of Corcoran is considering installing a water supply network for this area but water in this area is currently supplied by the City of Maple Grove. Any additional water usage will require the approval from the City of Maple Grove until the City of Corcoran has their independent water supply system.
- 12. Plan and profiles for all utilities shall be provided at the time of final plat submittals.
- 13. Valve locations to be reviewed at time of final plat. Generally valves shall be located at all intersection as one less valve than the number of legs. Valves should typically be located out from the end radius points unless specific circumstances don't allow.
- 14. Hydrant spacing to be reviewed by Public Safety at time of final plat.

End of Comments



8200 County Road 116, Corcoran, MN 55340 763.420.2288

 $E\text{-mail} - \underline{general@corcoranmn.gov} \ / \ Web \ Site - \underline{www.corcoranmn.gov}$

Memo

To: Planning (Planners Lindahl and Davis McKeown)

From: Lieutenant Burns

Date: December 7, 2022

Re: City File 22-074 Hope Community

Sketch Plan

A Public Safety plan review meeting was held on December 7, 2022. In attendance were: Lieutenant Ryan Burns, Planner Davis McKeown, Fire Chief Feist, Fire Chief Leuer, Fire Chief Malewicki, and Construction Services Specialist Pritchard. The comments below are based on the preliminary review of the concept plans received by the City on November 23, 2022 and are intended as initial feedback as further plan review will need to be completed as construction plans becomes available.

- 1. Accessibility of 4-story apartment buildings is critical but looks like it will be difficult with the S-shaped buildings.
- 2. The dead-end road in the townhomes portion of the development will likely require a turnaround.
- 3. A road connection to County Road 30 on the west of the development will be desired as shown in the sketch plan.

Sketch Plan Application Plans

Hope Community Church Development Project

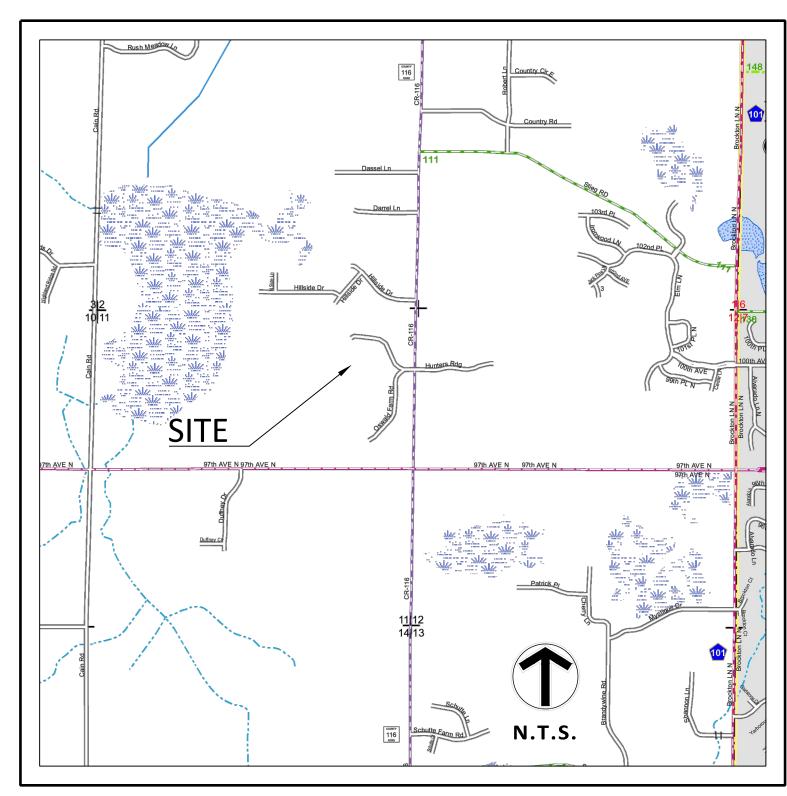
Corcoran, Minnesota

Presented by: Hope Community Church

LANDSCAPE ARCHITECT MEASURE TEL 612-440-0934 EMAIL: JMCKINNEY@MEASUREGRP.COM CONTACT: JOSH MCKINNEY

SURVEYOR 12800 WHITEWATER DRIVE, SUITE 300 MINNETONKA, MN 55343 TEL 763-476-6010 EMAIL: MSALO@SAMBATEK.COM

CONTACT: MARK SALO, RLS



VICINITY MAP

Dassel Ln Darrel Ln SITE	Hunters Rdg Country Rd Country Rd Country Rd NATION OF PETERS AND ANAMADOLOGY NATION OF PETERS AND ANAM
7th AVE N 97th AVE N 97th AVE N 111 14	97th AVE N

!									
	NO DATE	BY	CKD	APPR	COMMENT	I hereby certify that this plan, specification, or report	PRELIMINARY	DRAWN BY	
-						was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under			
						the laws of the State of Minnesota.	DESIGN REVIEW	DESIGNED BY	
)						Print Name:			
							PERMIT SUBMITTAL	CHECKED BY	F
3									
							CONSTRUCTION DOCUMENTS	PROJECT NO.	Engi

Sambatek www.sambatek.com
Engineering Surveying Planning Environmental

TITLE HOPE COMMUNITY CHURCH HOPE COMMUNITY CHURCH DEVELOPMENT PROJECT CORCORAN, MN

DESCRIPTION

SITE PLAN CONCEPT W AERIAL

EXISTING CONDITIONS

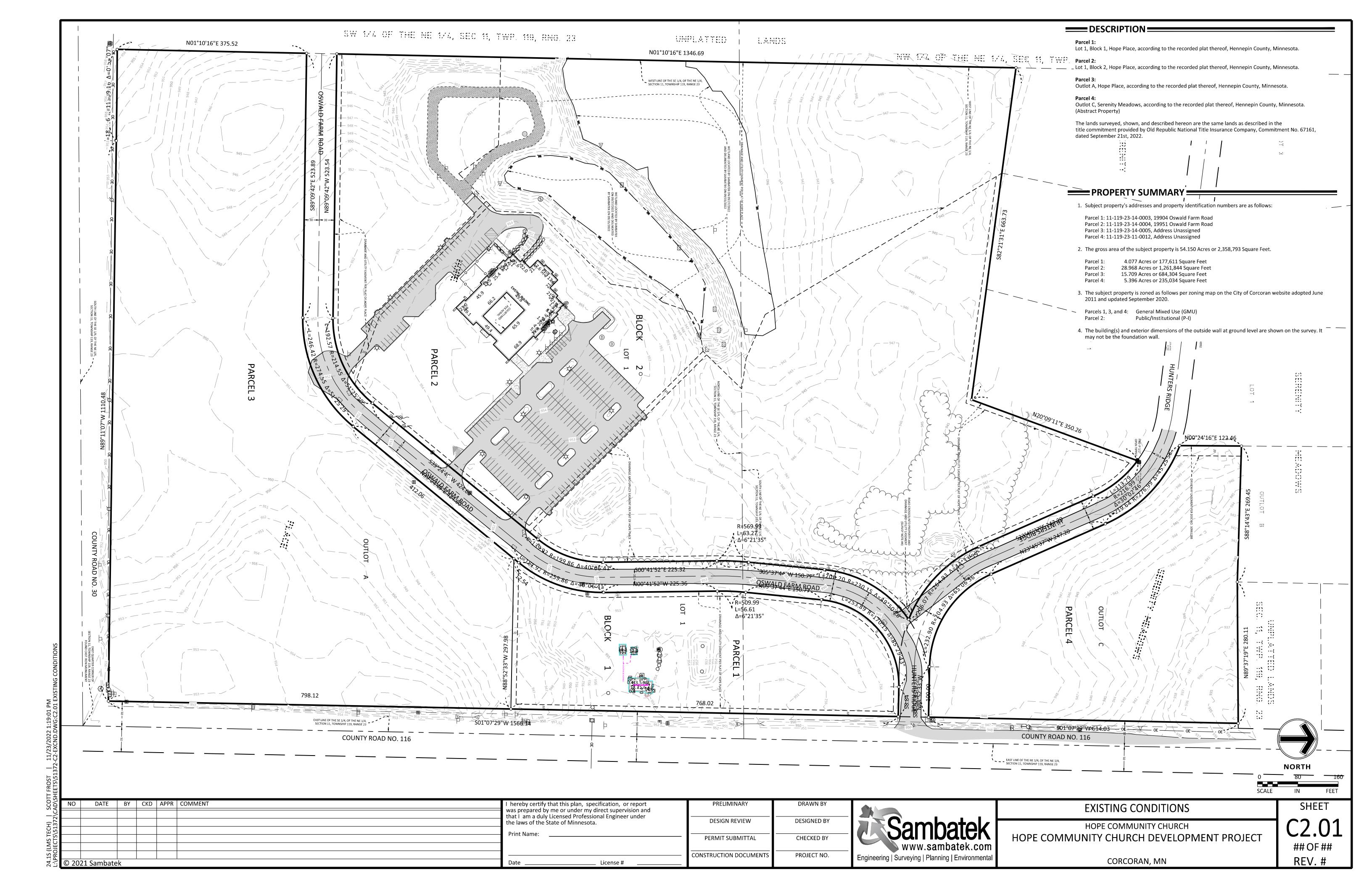
SITE PLAN CONCEPT

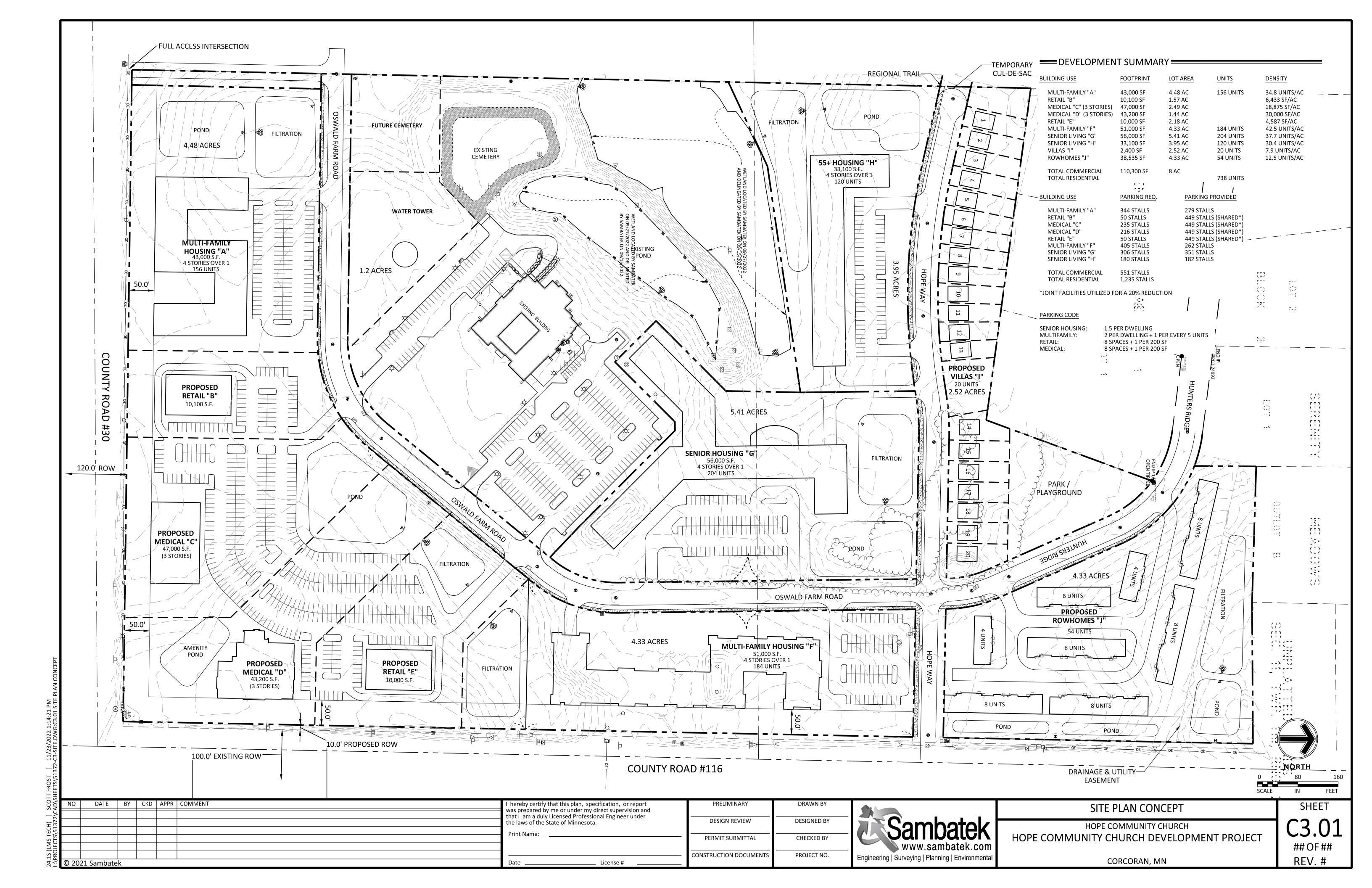
UTILITY CONCEPT

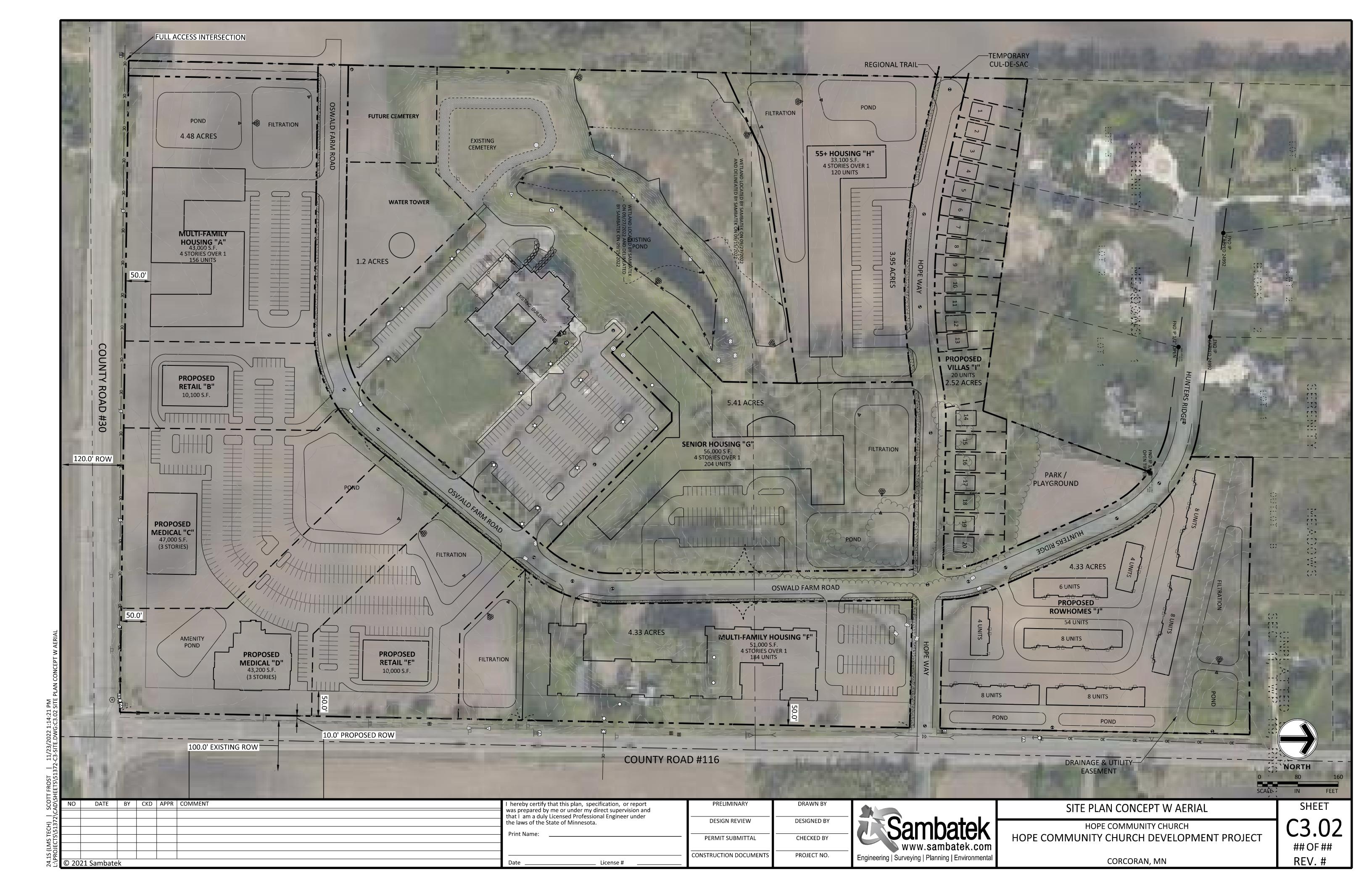
C6.01

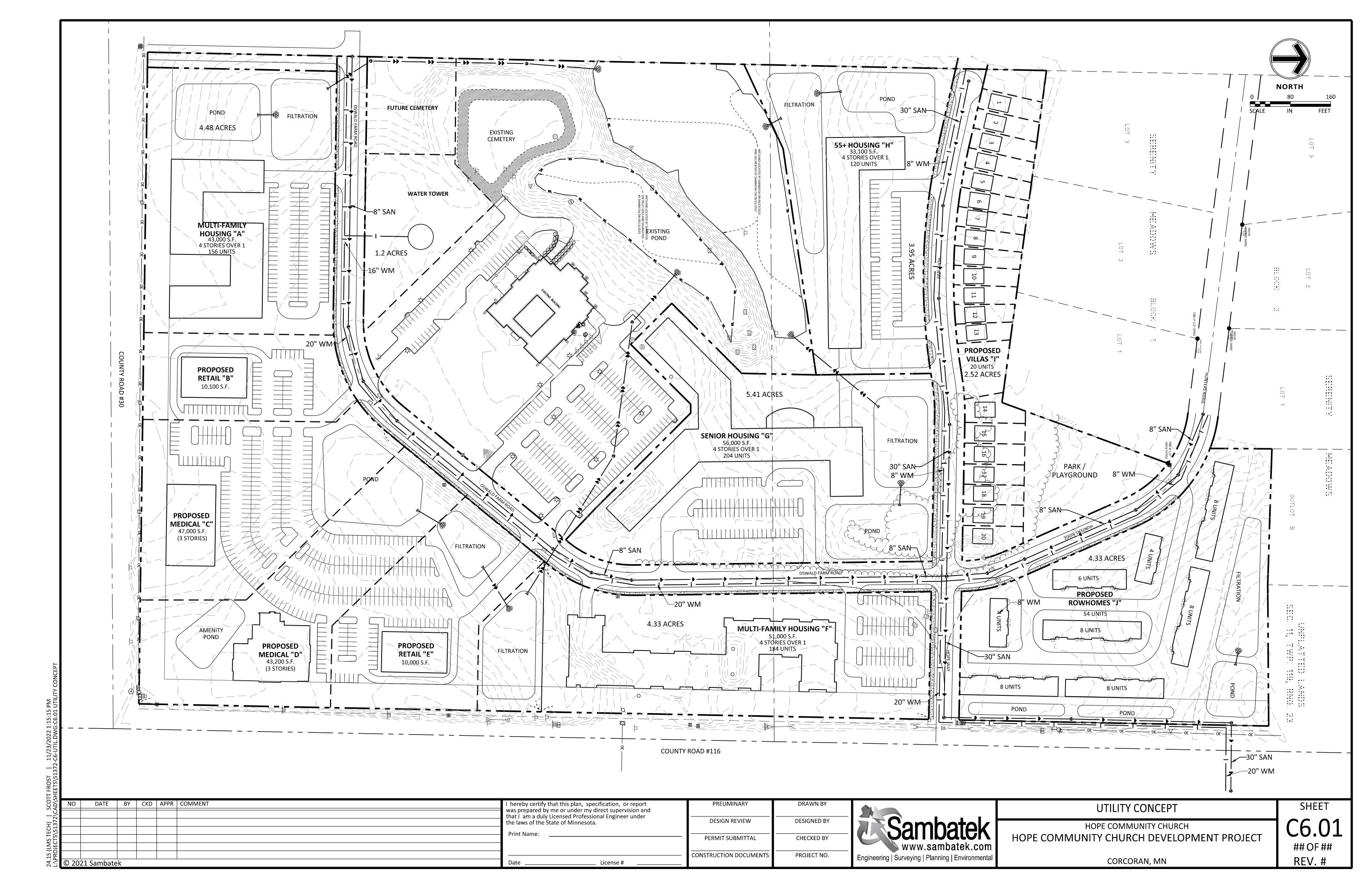
SHEET ## OF ## REV. #

🕽 2021 Sambatek









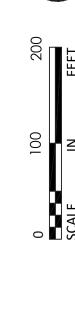


LAND PLAN CORCORAN, MINNESOTA NOVEMBER 23, 2022 ILLUSTRATIVE





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DEVELOPMENTEXAMPLE PHASING PLAN HOPE COMMUNIT

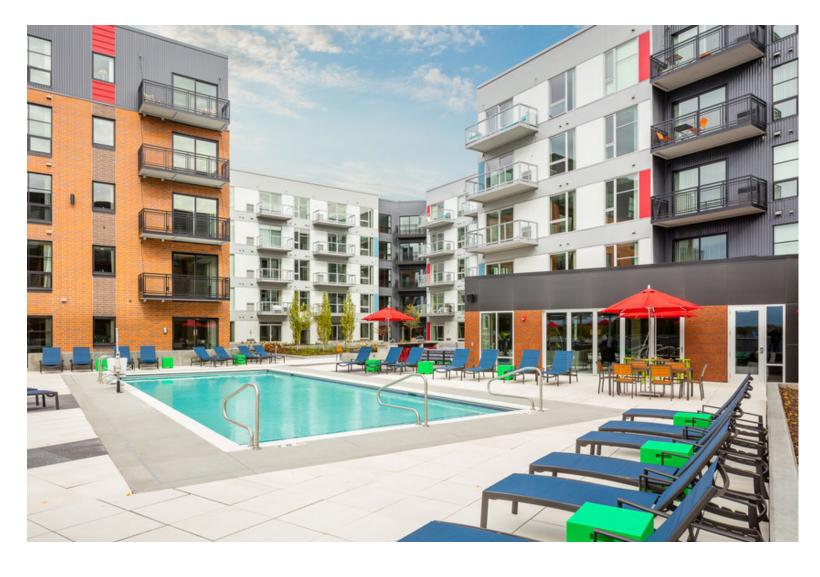
CORCORAN, MINNESOTA NOVEMBER 23, 2022

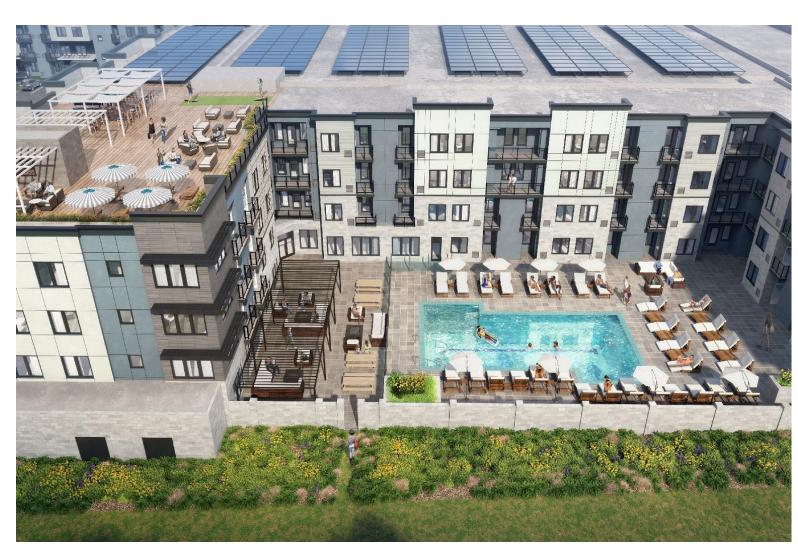


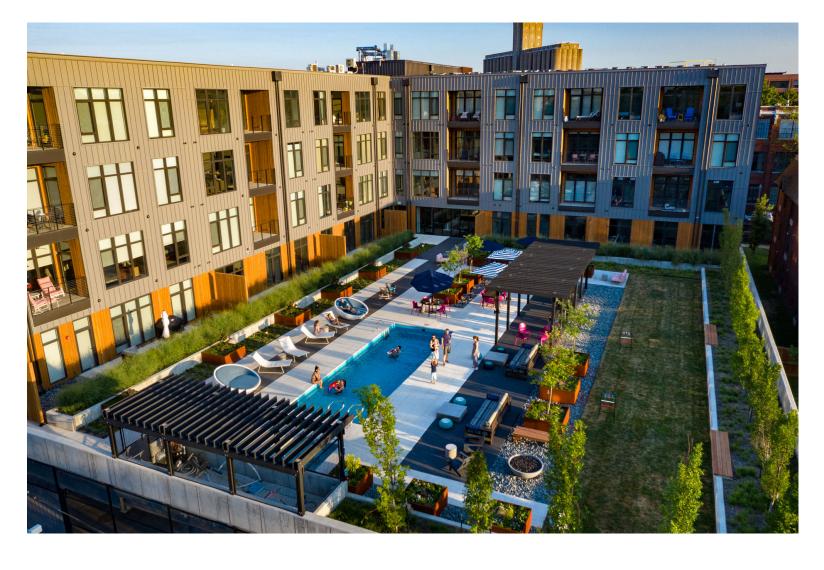


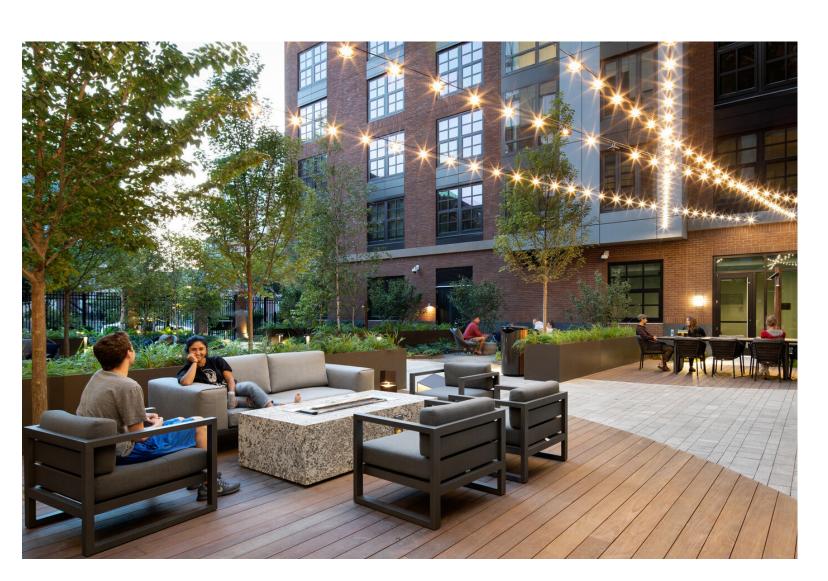












SENIOR VILLAS





HOPE COMMUNITY DEVELOPMENT ARCHITECTURAL EXAMPLES

NOVEMBER 23, 2022



ROW TOWNHOMES







COMMERCIAL/ RETAIL





MEDICAL OFFICE





HOPE COMMUNITY DEVELOPMENT ARCHITECTURAL EXAMPLES

NOVEMBER 23, 2022





December 28, 2022

Jessica Beise
City Administrator
City of Corcoran
8200 County Road 116
Corcoran, MN 55340

RE: Hope Community Church – Tax Increment Financing City Council Workshop

Dear Ms. Beise,

The Hope Community Church is currently in the process of planning out future development surrounding the church property. As part of this master development, Parcel 1 is planned to be a multifamily development of approximately 180-200 apartment units. As the potential developer for this portion of the master development, Dietrich Development ("DD") would like to have the City's financial consultant hold a workshop with the City Council for the use of tax increment financing to support this component of the master development.

The Structure

DD would look to establish a Housing TIF district of up to 25 years depending on final determined financial gap and need with the City's financial consultant. In order to establish the Housing TIF district the apartment development would be required to have 20% of the units affordable at 50% of the area median income levels. The current household income limits and rent restrictions would be as follows:

- Household Income Limit (Current)
 - 1-Person \$41,100
 - 2-Person \$46,950
 - 3-Person \$52,800
 - 4-Person \$58,650
- Monthly Rent Limit (Current)
 - 1-Bed \$1,100
 - 2-Bed \$1,320
 - 3-Bed \$1,525

The TIF would be setup as Pay-Go financing where the developer funds all of the improvement costs upfront and then would receive reimbursements of the property tax increment (difference between property taxes as fully improved and current taxes in place) to be able to finance the costs of the improvements.



Public Benefit

By providing Tax Increment Financing to support the development, the apartment component of the development would become financially viable and provide additional public benefits, including:

- Providing approximately 36-40 affordable housing units for the City
 - See Table 3-5 from the 2040 Plan below showing that the City needs to add 377 units to meet their affordable housing needs as identified by the Metropolitan Council

TABLE 3-5: AFFORDABLE HOUSING NEED ALLOCATION	
Income Range	Number of Units
At or Below 30% AMI	152
From 31 to 50% AMI	168
From 51 to 80% AMI	57
Total Units	377
Source: Metropolitan Council	

- Supports the mission of the Church by providing housing for different household income levels
- The development would be the first to start building the sanitary sewer infrastructure that
 will be needed to service the area and allow for future development to the west in
 addition to the overall mixed-use development.

We look forward to being able to discuss Tax Increment Financing with the City Council and staff in an effort to push this master development forward.

Sincerely,

Cody Dietrich
Principal
Dietrich Development, LLC
Cody@dietrichdevelopment.com

STAFF REPORT

Council Meeting:	Prepared By:
January 12, 2023	Kevin Mattson
Topic:	Action Required:
NE Corcoran Water Supply – Bid Award Update	Informational

Agenda Item: 9a.

Summary:

On December 8th, 2022, staff presented the bid result information related to the water treatment plant and water tower projects. The bids came in higher than anticipated given continuing price inflation and market conditions.

Staff will provide an update to Council at the meeting on the following items that may assist with the decision to move forward or not with the infrastructure project(s).

- City received confirmation that \$3 million in federal funding was appropriated to the infrastructure projects
- Council adopted new Trunk Line Area Charges (TLAC) with the 2023 Fee Schedule
- Staff is preparing a rate sensitivity analysis for bonding scenarios
- Staff is revising land development projections based on market conditions

It is anticipated that the financial planning memorandums will be presented at the January 26th council meeting along with consideration of Bid Awards.

The bids can be held for 60 days or until January 28, 2023.

Financial/Budget:

Costs for the proposed water infrastructure projects have been included in the City's financial management plan.

Options:

1. Provide direction to staff or request additional information.

Recommendation:

Staff recommends providing direction to staff or requesting additional information.

Council Action:

N/A

Attachments:

N/A

STAFF REPORT

Agenda Item 9b.

Council Meeting:	Prepared By:
January 12, 2023	Jessica Beise
Topic:	Action Required:
2023 Goal Setting Session	Approval

Summary:

Per direction at the November 10, 2022, Council meeting staff reached out to Phil Kern to receive a proposal for a goal setting work session. On December 22, 2022, Council directed staff to engage Phil Kern for strategic planning/goal setting services for 2023.

Staff has reached out to the members of Council and the date with the most availability is January 23, 2023. Staff proposes a 5pm work session to review 2022 goals and set goals for 2023. Staff anticipates the session will be approximately 5 hours. Work sessions are open to the public.

Financial/Budget:

The 2023 budget allocated \$3,000 funds for strategic planning/goal setting services. The proposal for 2023 is \$1,900 for the facilitator. Staff anticipates costs for food and materials for the meeting.

Options:

- 1. Call a work session for January 23, 2023 at 5:00pm for strategic planning.
- 2. Call a work session for a different date for strategic planning.
- 3. Decline to host a strategic planning/goal setting session in 2023.

Recommendation:

Call a work session for January 23, 2023 at 5:00pm for strategic planning.

Council Action:

Consider a motion to call a work session for January 23, 2023 at 5:00pm for strategic planning.

Attachments:

N/A

Council Meeting:	Prepared By:
January 12, 2023	Michelle Friedrich
Topic:	Action Required:
Annual Appointments	Approval

Summary:

Each year the City makes annual appointments as required for the operations of the City. The recommended appointments are the same as recommended for 2022. It is requested the City Council review the appointments and approve for 2023.

Direction is requested on the position of Acting Mayor which was held by Councilmember Bottema in 2022.

Selected notes on annual appointments:

(Please review individual engagement letters for complete rate information).

- City Newspaper: No increase in rates
- City Attorney: \$2.50/hour increase for City Attorney
- City Planner: \$18/hour increase for Principal Planner
- City Engineer: \$5/hour increase for City Engineer
- Auditor: \$2,625 per audit year
- Benefits Coordination: No increase/Renews every three years (2024)

Council has discussed reviewing the City's RFP history for consultants and potentially selecting a service or services to go out for RFP. Staff anticipates bringing the RFP information to a February meeting.

Financial/Budget:

Fees for various appointments are included in the 2023 budget.

Options:

1. Approve Resolution 2023-01 establishing annual appointments and authorize the City Administrator and Mayor to execute engagement letters as required.

Recommendation:

Approve Resolution 2023-01 establishing annual appointments and authorize the City Administrator and Mayor to execute engagement letters as required.

Council Action:

Consider a motion to approve Resolution 2023-01 establishing annual appointments and authorize the City Administrator and Mayor to execute engagement letters as required.

Attachments:

- 1. Resolution 2023-01 Establishing Annual Appointments
- 2. Crow River News Engagement Letter
- 3. Landform 2023 Rate Schedule
- 4. Stantec Consulting Services, Inc. Engagement Letter
- 5. Carson, Clelland & Schreder Engagement Letter
- 6. Abdo Engagement Letter
- 7. Gallagher Engagement Letter

RESOLUTION NO. 2023-01

Motion By: Seconded By:

RESOLUTION ESTABLISHING ANNUAL APPOINTMENTS FOR THE CITY OF CORCORAN FOR 2023

WHEREAS, the City of Corcoran (City) is required to designate the official newspaper, official depositories and signatories, make annual appointments within the organization of the City, as well as other defined organizational items as defined by State Statute and City Codes.

NOW THEREFORE, BE IT RESOLVED that the City hereby makes the following appointments for the year 2023.

 Official New 	/S	pa	per
----------------------------------	----	----	-----

Crow River News, (aka Sun Media) 10917 Valley View Road, Eden Prairie MN 55344

2. Acting Mayor

The Acting Mayor shall be _____.

3. Planning Consultant

Landform, 105 S. Fifth Avenue, #513 Minneapolis, MN 55401

4. Engineer

Stantec Consulting Services, Inc., 1800 Pioneer Creek Center, Maple Plain MN 55359

5. Attorney - Civil and Criminal

John Thames - Carson, Clelland & Schreder, 6300 Shingle Creek Parkway, Suite 305, Minneapolis, MN 55430-2190

6. <u>Auditor and Auditing Services</u>

Auditor

Abdo, 5201 Eden Avenue #250, Edina, MN 55436

Auditor Assistance for OPEB Reporting

Gallagher Benefit Services, Inc., 3600 American Blvd. West, Suite 500, Bloomington, MN 55431

7. <u>Assistant Weed Inspector</u>

City Administrator and the Public Works Department

8. Elm Creek Watershed Management Commission Representative

Ken Guenthner – Commissioner

Tom Anderson – Alternate Commissioner

9. <u>Insurance Agent</u>

Associated Benefits and Risk Consulting, 6000 Clearwater Drive | Minnetonka, MN 55343

ATTEST:

Michelle Friedrich - City Clerk

City Seal

RESOLUTION NO. 2023-01

10.	Animal Control Officer Monticello Animal Facility, 203 Chelsea Ro	ad, Monticello, MN 55362.
11.	Official Depositories Farmers State Bank of Hamel Northland Securities 4M Fund	
12.	Official Signatory The following individuals are hereby authora. Mayor/Tom McKee b. City Administrator/Jessica Beise c. City Clerk/Michelle Friedrich	rized as official signatories for the City:
13.	Authorized for funds transfer and inquire. The following individuals are hereby authorichecking and savings accounts at Farmers a. City Administrator/Jessica Beise b. Administrative Services Director/Kathy c. Finance Manager/Maggie Ung	rized for funds transfer and inquiry for the City state Bank of Hamel:
VOTING AYE VOTING NAY ☐ McKee, Tom ☐ McKee, Tom ☐ Bottema, Jon ☐ Bottema, Jon ☐ Nichols, Jeremy ☐ Nichols, Jeremy ☐ Schultz, Alan ☐ Schultz, Alan ☐ Vehrenkamp, Dean ☐ Vehrenkamp, Dean		
Whereupon, said Resolution is hereby declared adopted on this 12 th day of January, 2023.		
	To	om McKee – Mayor



December 16, 2022

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

Dear City Council Members:

Please accept the following bid from the *Crow River News* for legal newspaper designation for the City of Corcoran. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2023:

First insertion:

\$15.83 per column inch

Subsequent insertions:

\$9.24 per column inch

Characters per inch:

320

Lines per inch:

9

A notarized affidavit will be provided for each notice published. A \$20 charge will be assessed on legal notices that require typing. All published legal notices are posted on the *Press* & *News* website at no additional charge.

The *Crow River News* is published weekly on Thursdays. The deadline is 12:00 p.m. on Monday for publication the following Thursday. Early deadlines apply during a holiday week. Please email legal notices to **publicnotice@apgecm.com**.

Thank you for considering the *Crow River News* as the official newspaper for the City of Corcoran for the upcoming year. We appreciate the opportunity to serve the needs of your community.

Sincerely,

Tonya Orbeck

Legal Notice Department Manger

763-691-6001



Web: landform.net

Suite 513

Minneapolis, MN 55401

December 23, 2022

Jessica Beise City of Corcoran 8200 County Road 116 Corcoran, MN 55340

RE: 2023 Landform Rate Schedule

Dear Ms. Beise,

Thank you for utilizing Landform to provide planning services for the City. We appreciate your confidence in us and we value our long-term relationship with the City. The addition of a staff planner in 2021 allowed the City to focus our work efforts to support staff needs in response to development applications and Council direction on ordinance and policy changes while allowing City staff to respond to most resident inquiries. We are proud of the work we did with City staff in 2022 to execute the City Council direction, including the creation of the Corcoran Northeast District Plan and Design Guidelines and helping process the 75 land development applications received in 2022. We look forward to working with your team to continue to provide planning and code enforcement services in support of City staff.

I have attached our municipal rate schedule for 2023. As you know, employee recruitment and retention are the greatest challenges facing businesses and cities right now. Our rate schedule allows us to be competitive with other firms and provide a comprehensive range of services through retention of our most talented employees. We deeply value our 20+ year relationship with the City of Corcoran and continue to discount our principal planner rates from our standard principal rates. These rates will become effective on January 1, 2023 for hourly work performed by Landform on behalf of the City in 2023.

We look forward to working with the City of Corcoran in the year ahead and continuing to provide professional planning services to assist your staff. Landform has a full-time staff of professionals, all of whom are committed to providing services that are truly tailored to the communities we serve and helping our clients plan great places.

If you have any questions or comments, please do not hesitate to call me at 612.638.0225.

Sincerely, Landform

Kendra Lindahl, AICP Principal Planner

Lyndia Lindal

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2023 Municipal Rate Schedule

Professional Services Title	Hourly Rates
Senior Principal	\$244
Principal	\$199
Principal Planner*	\$158
Associate	\$164
Studio Lead	\$164
Project Lead/Senior Designer/Senior CAD Manager	\$159
Planning Lead/Senior Planner	\$153
Planner III/Designer III/Survey Technician III	\$117
Planner II/Designer II/Survey Technician II	\$97
Planner I/Designer I/Survey Technician I	\$85
Code Enforcement Services*	\$85
Survey Lead	\$164
Senior Surveyor	\$152
Crew Chief	\$159
Survey Coordinator	\$120
Field Technician	\$70
Construction Administrator III	\$152
Construction Administrator II	\$109
Construction Administrator I	\$100
Accounting/Business/Office Lead	\$95
Office Coordinator	\$96
Administrative Assistant	\$72

^{*}Reduced Principal Planner rate

- 1. Attendance at regularly scheduled Planning Commission and City Council meetings will be billed at a flat rate of \$200.00 per meeting.
- 2. Standard Internal reimbursable expenses associated with prints, plots, scanning and mileage are included in our hourly rates. Deliverable plots and prints will be charged at internal rate.
- 3. External reimbursable expenses shall be billed at cost plus 15%.



January 4, 2023

Jessica Beise

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

RE: 2023 Letter of Engagement for City Engineering Services

Dear Jessica:

On behalf of Stantec, we thank you for the opportunity to have served as the City Engineer since 2009 and look forward to continuing in that role in 2023. Our engineering team has provided the flexibility, depth and expertise to serve the City on day-to-day engineering services such as development plan review, designing infrastructure improvements, State mandated wetland and stormwater regulations, construction management and trunk system planning along with the other needs of a rapidly growing community. We expanded services with the Water Supply work in northeast Corcoran to show full depth services. In 2023 we look forward to continuing in those roles as well as provide additional expertise to help the City including performing the Certified Bridge Inspections on behalf of the City.

The past few years have experienced rapid growth and we have worked alongside and under the direction of staff to manage developments and City projects to deliver long term quality infrastructure. Our pricing model provides discounted rates while still using experienced municipal and construction engineers and eliminating some charges for City travel time, Council meetings, initial resident inquiries, mileage costs, and other miscellaneous items. We are active in the Twin Cities municipal market, established in the west metro, and proud of our ability to provide this local service while keeping the cost competitive with other metro firms.

Team

The 2023 proposed staff is similar with Kent Torve continuing to perform as City Engineer and Steve Hegland increasing his duties as both senior project management services and also day to day client management so redundancy at the most senior level is provided. Other key staff are not as visible to Council but the same staff includes construction, field work, survey and transportation so the continuity has provided benefit to relationships outside City Hall.

Business Model

The fee schedule provides a discount of approximately 25% from our top ten engineer's and scientists from our standard fee schedule and this can be achieved due to the reliable, steady nature of municipal work combined with our west metro staff that allows for travel and response time efficiency. The model also benefits developers, since a single hourly rate

is provided, whether it is a municipal or private project. Some cities prefer a split fee structure which could be discussed in the future.

Hourly Rates

The fees for engineering work is billed on an hourly basis and categories include the range shown on the following list. Our City Engineer rate for 2023 is proposed at \$145 with other key engineering staff billed in accordance with experience and technical skills. The rates in each category are discussed with Corcoran staff for agreement on costs that results in a higher quality of budget management. The monthly billing breakdown ranges from City to developer escrow at 20/80 for busy construction months and approximately 40/60 during higher City project design periods. The day-to-day work in Corcoran is typically development driven and Stantec adjusts its staff accordingly.

Category	Hourly Rate
Intern / Clerical	\$83.00
Field/Technician/ Junior Engineer	\$101.00-\$116.00
Project Engineer/ Scientist	\$116.00-\$137.00
City Engineer	\$145.00
Senior Construction Engineer / Manager	\$150.00
Senior Principal / Technical Specialist	\$175.00
<u>Other</u>	
One Person Survey Team with Equipment	\$147.00
Two Person Survey Team with Equipment	\$207.00
Specialty Staff and Subcontractors	
Structural, electrical/controls, chemical, etc.)	By Project

We look forward to discussing this letter of engagement and a productive 2023. Sincerely,

Stantec Consulting Services Inc.

Kent Torve PE (MN, TX, SD), LEED AP

City Engineer/ Principal Phone: 612.209.7919 Kent.torve@stantec.com

Lanty CTowe

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

ENGAGEMENT LETTER

The Law Firm of Carson, Clelland & Schreder agrees to represent the City of Corcoran for civil legal services and for municipal prosecution services in 2023.

Civil services include meeting attendance, staff consultation and the production of work relating to ordinances, zoning, special assessments, development contracts and other contractual matters. In addition to the before mentioned subjects, any other services as needed and directed by the City Council will be gladly performed. Charges for the civil work will be \$72.50 per hour for paralegal assistant and \$145.00 per hour for attorney.

The criminal prosecution services include the prosecution of petty misdemeanors, misdemeanors and gross misdemeanors as they occur; review and preparation of criminal complaints and consultation and advice with officers and police administration. The prosecution services include vehicle forfeitures. The prosecution services are billed at \$100.00 per hour for attorney and \$40.00 per hour for legal assistant.

The firm will also provide human resources and labor consultation and representation if desired by the City. These services will be billed at the civil rate.

Sincerely,

John J. Thames

on behalf of Carson, Clelland & Schreder

APPROVED BY CITY OF CORCORAN

By:		
	Its Mayor	
By:		
	Its Clerk	



December 21, 2022

Management, Honorable Mayor and City Council City of Corcoran Corcoran, Minnesota

We are pleased to confirm our understanding of the services we are to provide the City of Corcoran (the City) for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP revised and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Funding Progress, Employer's Share of Net Pension Liability and Employer's Contributions
- 3) Schedule of OPEB Liability, Related Ratios and City Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Fund Financial Statements and Schedules
- 2) Summary Financial Report Revenues and Expenditures for General Operations Governmental Funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. The Statistical Section is required to be presented when a Annual Comprehensive Financial Report (ACFR) is issued..

1) Introductory Section

Edina Office

P 952.835.9090

100 Warren Street, Ste 600

P 480.864.5579

Scottsdale Office

5201 Eden Avenue, Ste 250 Edina, MN 55436

Mankato Office

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of certain assets, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.



Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning, however, it should be noted that our planning procedures are not concluded and therefore additions or modifications may be made to the below significant risks:

- Management Override of Controls
- Improper Revenue Recognition

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. As part of the audit, we will assist with preparation of your financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also use the financial statements to complete the Office of the State Auditors' Reporting Forms. We will accumulate capital asset information and calculate the depreciation based on lives and methods determined by management. We will also assist with entries for full accrual basis of accounting for long-term assets, long-term liabilities, and related deferred inflows of resources, deferred outflows of resources, revenues and expenses from information provided by management. We will also assist with year end accrual entries from information provided by management.

We will perform the above services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.



Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America, with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Abdo, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.



Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Abdo and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abdo personnel. Furthermore, upon request, we may provide copies of selected audit documentation to any Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit in May, 2023 and to issue our reports no later than June 30, 2023. Andrew K. Berg, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be as follows:

Audit 2022 Office of the State Auditor's Reporting Form	\$ 28,000 850
Total	\$ 28,850
American Rescue Plan Act Compliance Testing (if applicable) Leases – GASB 87 Implementation	\$ 1,000 \$ 2,000

There have been several new accounting standards issued in recent years which will begin taking effect in the current and following years. These new standards may require substantial changes to your financial statements. We will review with you during the planning stage and if changes are substantial and you would like our firm to complete this work we will agree at that time to a separate fee and engagement to complete that work.

The newest standard that will have an effect on your City that is effective for this year's financial statement is GASB's Accounting Standards number 87 - Accounting for Leases. This new standard is effective for fiscal years starting after June 15, 2021. Given this new standard will have an effect on your financial statements, there will be additional time spent to adopt this standard in year one. We will assist management with the implementation of this standard and anticipate that our non-recurring implementation fee for these procedures is estimated to be \$2,000. In addition, Abdo has partnered with a lease accounting software known as "LeaseCrunch" to assist in the implementation of the new standard and to be utilized on an ongoing basis to ensure you are in compliance with the new standard post-implementation. The cost of this service is a discounted price of \$78 per lease that is in the "LeaseCrunch" system and is billed directly to Abdo from LeaseCrunch on an annual basis. Abdo will bill you the same amount charged from LeaseCrunch based on the number of leases in your account. Abdo plans to utilize this software as part of our procedures and Abdo can either enter information into the system for you to review or we can give you access to the system to input your own lease data for which we will review and ensure it is correct. We will discuss this with you as part of our planning procedures.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.



You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. if not included in the fee listed above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of .66 percent per month (8 percent per year). If for any reason the account is turned over to collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney's fees, incurred in any such collection or litigation activities.

Should the City of Corcoran desire to employ the Firm's partner(s) or employee(s) involved in the performance of any audit, review or attest service for or relating to the City at any time during the then current fiscal year of the City up to and including the date of the audit report for that year, or in the twelve months preceding the audit report date for the immediately preceding year, it must have the written consent of the Firm to enter into an employment contract with the Firm partner or employee. Should the Firm agree to such arrangement, the agreement will include a payment equal to 200% of the partner or employee's current annual salary.

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. The City shall not, during the term of this agreement and for the twelve months following its termination for any reason, without the prior written consent of the Firm, solicit for employment, or hire any current or former partner or professional employee of the Firm, or any affiliate thereof, if such partner or professional employee has been involved in the performance of any audit, review, or attest service for or relating to the City at any time during the then current fiscal year of the City up to and including the date of the audit report for that year, or in the twelve months preceding the audit report date for the immediately preceding year.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.



We have the right to withdraw from this engagement, at our discretion, if you do not provide us with any information we request in a timely manner; refuse to cooperate with our reasonable requests or misrepresent any facts; we have reason to believe you may have engaged, or may be planning to engage, in conduct that is unethical and/or unlawful; you engage in conduct directed toward or affecting firm personnel that is disrespectful, inappropriate, and/or potentially unlawful; or we determine that continuing the engagement is not in the best interests of the firm or threatens legal or reputational harm to the firm. In the event of withdrawal under any of these circumstances, such withdrawal will release us from any obligation to complete your report and will constitute completion of our engagement.

Reporting

Sincerely,

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please electronically sign this letter.

Abdo
RESPONSE:
This letter correctly sets forth the understanding of the City of Corcoran
By:



This Consulting Agreement (this "<u>Agreement</u>") is by and between Gallagher Benefit Services, Inc., a Delaware corporation ("<u>Gallagher</u>"), and the City of Corcoran, (the "<u>Client</u>").

The Client wishes to enter into a consulting relationship with Gallagher with the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement

The Client engages Gallagher as an employee benefits consultant as stated in this Agreement and Gallagher accepts this engagement. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is **November 15, 2021**. The term of Gallagher's engagement under this Agreement (the "<u>Consulting Period</u>") will begin as of the Effective Date and will remain in effect for a period of three years. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice of its intent to terminate. In the event such termination is effective during the Consulting Period, Client shall be responsible to Gallagher for any services performed prior to the date of termination.

3. Services

Services provided by Gallagher include the FYE2021 GASB No. 75 Alternative Measurement Method, which is allowed for small groups with fewer than one hundred total plan members.

4. Compensation

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for services listed in Section 3, a fee of \$2,100 for the first year of services, invoiced at the end of the project as defined in Section 3. This includes a discount for the Clients who use Gallagher for their 2021 medical renewal.

Additional services not listed in Section 3 will result in additional fees to be mutually agreed by the parties prior to commencement of the service(s). Any variation from the original fee estimate will be discussed with Client prior to commencing with the required work. Any compensation described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

For additional information regarding Gallagher compensation, please see our revenue disclosure policy and schedule set forth in Exhibit A.

5. Client Obligations and Responsibilities

To enable Gallagher to perform its obligations under this Agreement, Client shall at no charge to Gallagher:

- (a) Make available, as reasonably requested by Gallagher, timely management decisions, complete and accurate documentation and information so that the Services contemplated by this Agreement may be accomplished.
- (b) Furnish Gallagher with complete and accurate data information to complete the valuation as soon as reasonably possible.
- (c) Exercise all discretionary authority and control over the management and disposition of Plan assets to the exclusion of Gallagher. Gallagher shall not exercise any authority or control with respect to the management or disposition of the assets of the Plan. Gallagher shall have no responsibility or liability with respect to any funding of Plan Benefits.
 - (d) Perform any other administrative functions not expressly assumed by Gallagher hereunder.

6. Performance and Scope

- (a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.
- (b) <u>Standard of Care</u>. Gallagher shall perform its duties, responsibilities and obligations in accordance with generally accepted industry standards and with the care, skill, prudence and diligence that a prudent benefits consultant or actuary acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing.
- (c) <u>Reliance</u>. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Gallagher shall incur no liability resulting from Gallagher's reasonable reliance on such instructions or information.
- (d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

- (e) <u>Conflict of Interest.</u> Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.
- (f) <u>Subcontractors</u>. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

7. Confidentiality

(a) <u>Confidential Information</u>.

- (i) As used in this Agreement, "Confidential Information" means any nonpublic, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.
- (ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in this Agreement. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.aig.com/privacy-policy/.
- (iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.
- (b) <u>Use of Names; Public Announcements.</u> No party will use the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.
- (c) <u>Aggregated Data</u>. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating

Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

8. Indemnification

In performing its obligations under this Agreement, Gallagher neither insures nor underwrites the liability of the Client's Plan. Gallagher shall have no duty or obligation to defend against any legal action or proceeding brought to recover a claim for Plan benefits or any causes of actions for expenses or liabilities incident to the Plan. Gallagher shall, however, make available to Client and its counsel, such evidence relevant or relates to such action or proceeding as Gallagher may have as a result of its services on behalf of Client. Gallagher shall promptly notify in writing Client or its designated legal counsel of any legal actions that involve the Plan or Client.

9. Gallagher Limitation of Liability

LIMITATION OF LIABILITY: Notwithstanding anything contained herein to the contrary, even if advised of the possibility of loss, liability, damage or expense, Gallagher shall not be liable for any indirect damages, including any lost profits, data, business, goodwill, anticipated savings, opportunity or use or other incidental or consequential damages. Furthermore:

- i. Gallagher shall not be responsible for damages caused by acts of Client's employees, representatives, agents, subcontractors, vendors, or suppliers.
- ii. Gallagher's aggregate liability under this Agreement, if any, to Client for claimed loss or damage arising under this Agreement shall not exceed the amount actually paid by Client to Gallagher.
- iii. Client hereby expressly acknowledges and agrees that in view of the amount of the fees paid or to be paid hereunder, the limitations of liability in this Section 9 are in all respects fair and reasonable and reflect a duly considered allocation of risk between the Parties.
- iv. Notwithstanding the foregoing, this Section 9 shall not limit any liability for the personal injury to or death of any individual or physical property damage directly caused by Gallagher or beyond the extent to which the limitation would be prohibited by applicable law.

10. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

ACTUARIAL SERVICES CONSULTING AGREEMENT

2021

If to the Client:	
	Attention:
If to Gallagher:	Gallagher Benefit Services, Inc. 3600 American Blvd. West, Suite 500 Bloomington, MN 55431 Attention: Laura A. Schleck

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

11. Miscellaneous

- (a) <u>Severability</u>. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.
- (b) <u>Entire Agreement; Amendment; Counterparts</u>. This Agreement, including Exhibit A hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties. Furthermore, this Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.
- (c) <u>Governing Law; Rule of Construction</u>. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.
- (d) <u>Warranties</u>. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.
- (e) <u>Force Majeure</u>. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.
- (f) <u>Assignment</u>. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

ACTUARIAL SERVICES CONSULTING AGREEMENT | 2021

Successors; Survival of Provisions. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto. Sections 7, 8 and 9 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CITY OF CORCORAN, MINNESOTA

GALLAGHER BENEFIT SERVICES, INC. Name: Laura A. Schleck

Title: Practice Leader, Actuarial and Retirement Services

EXHIBIT A COMPENSATION DISCLOSURE STATEMENT

One of the core values highlighted in *The Gallagher Way* states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. As our industry moves toward complete disclosure of all forms of compensation, we embrace this effort and are committed to leading the way.

To achieve this purpose, we have disclosed the fee we will earn for the actuarial consulting services Gallagher will render your behalf.

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24¹, which protects both Client and Gallagher². Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

² In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

Council Meeting:	Prepared By:
January 12, 2023	Michelle Friedrich
Topic:	Action Required:
Annual Appointments	Approval

Summary:

Each year the City makes annual appointments as required for the operations of the City. The recommended appointments are the same as recommended for 2022. It is requested the City Council review the appointments and approve for 2023.

Direction is requested on the position of Acting Mayor which was held by Councilmember Bottema in 2022.

Selected notes on annual appointments:

(Please review individual engagement letters for complete rate information).

- City Newspaper: No increase in rates
- City Attorney: \$2.50/hour increase for City Attorney
- City Planner: \$18/hour increase for Principal Planner
- City Engineer: \$5/hour increase for City Engineer
- Auditor: \$2,625 per audit year
- Benefits Coordination: No increase/Renews every three years (2024)

Council has discussed reviewing the City's RFP history for consultants and potentially selecting a service or services to go out for RFP. Staff anticipates bringing the RFP information to a February meeting.

Financial/Budget:

Fees for various appointments are included in the 2023 budget.

Options:

1. Approve Resolution 2023-01 establishing annual appointments and authorize the City Administrator and Mayor to execute engagement letters as required.

Recommendation:

Approve Resolution 2023-01 establishing annual appointments and authorize the City Administrator and Mayor to execute engagement letters as required.

Council Action:

Consider a motion to approve Resolution 2023-01 establishing annual appointments and authorize the City Administrator and Mayor to execute engagement letters as required.

Attachments:

- 1. Resolution 2023-01 Establishing Annual Appointments
- 2. Crow River News Engagement Letter
- 3. Landform 2023 Rate Schedule
- 4. Stantec Consulting Services, Inc. Engagement Letter
- 5. Carson, Clelland & Schreder Engagement Letter
- 6. Abdo Engagement Letter
- 7. Gallagher Engagement Letter

RESOLUTION NO. 2023-01

Motion By: Seconded By:

RESOLUTION ESTABLISHING ANNUAL APPOINTMENTS FOR THE CITY OF CORCORAN FOR 2023

WHEREAS, the City of Corcoran (City) is required to designate the official newspaper, official depositories and signatories, make annual appointments within the organization of the City, as well as other defined organizational items as defined by State Statute and City Codes.

NOW THEREFORE, BE IT RESOLVED that the City hereby makes the following appointments for the year 2023.

 Official New 	/S	pa	per
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Crow River News, (aka Sun Media) 10917 Valley View Road, Eden Prairie MN 55344

2. Acting Mayor

The Acting Mayor shall be _____.

3. Planning Consultant

Landform, 105 S. Fifth Avenue, #513 Minneapolis, MN 55401

4. Engineer

Stantec Consulting Services, Inc., 1800 Pioneer Creek Center, Maple Plain MN 55359

5. Attorney - Civil and Criminal

John Thames - Carson, Clelland & Schreder, 6300 Shingle Creek Parkway, Suite 305, Minneapolis, MN 55430-2190

6. <u>Auditor and Auditing Services</u>

Auditor

Abdo, 5201 Eden Avenue #250, Edina, MN 55436

Auditor Assistance for OPEB Reporting

Gallagher Benefit Services, Inc., 3600 American Blvd. West, Suite 500, Bloomington, MN 55431

7. <u>Assistant Weed Inspector</u>

City Administrator and the Public Works Department

8. Elm Creek Watershed Management Commission Representative

Ken Guenthner – Commissioner

Tom Anderson – Alternate Commissioner

9. <u>Insurance Agent</u>

Associated Benefits and Risk Consulting, 6000 Clearwater Drive | Minnetonka, MN 55343

Michelle Friedrich - City Clerk

City Seal

RESOLUTION NO. 2023-01

10.	Animal Control Officer Monticello Animal Facility, 203 Chelses	a Road, Monticello, MN 55362.
11.	Official Depositories Farmers State Bank of Hamel Northland Securities 4M Fund	
12.	Official Signatory The following individuals are hereby at a. Mayor/Tom McKee b. City Administrator/Jessica Beise c. City Clerk/Michelle Friedrich	uthorized as official signatories for the City:
13.		
	OTING AYE McKee, Tom Bottema, Jon Nichols, Jeremy Schultz, Alan Vehrenkamp, Dean	VOTING NAY McKee, Tom Bottema, Jon Nichols, Jeremy Schultz, Alan Vehrenkamp, Dean
Whereup	oon, said Resolution is hereby declare	d adopted on this 12 th day of January, 2023.
		Tom McKee – Mayor
ATTEST:	:	



December 16, 2022

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

Dear City Council Members:

Please accept the following bid from the *Crow River News* for legal newspaper designation for the City of Corcoran. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2023:

First insertion:

\$15.83 per column inch

Subsequent insertions:

\$9.24 per column inch

Characters per inch:

320

Lines per inch:

9

A notarized affidavit will be provided for each notice published. A \$20 charge will be assessed on legal notices that require typing. All published legal notices are posted on the *Press* & *News* website at no additional charge.

The *Crow River News* is published weekly on Thursdays. The deadline is 12:00 p.m. on Monday for publication the following Thursday. Early deadlines apply during a holiday week. Please email legal notices to **publicnotice@apgecm.com**.

Thank you for considering the *Crow River News* as the official newspaper for the City of Corcoran for the upcoming year. We appreciate the opportunity to serve the needs of your community.

Sincerely,

Tonya Orbeck

Legal Notice Department Manger

763-691-6001



Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070 Web: landform.net

December 23, 2022

Jessica Beise City of Corcoran 8200 County Road 116 Corcoran, MN 55340

RE: 2023 Landform Rate Schedule

Dear Ms. Beise,

Thank you for utilizing Landform to provide planning services for the City. We appreciate your confidence in us and we value our long-term relationship with the City. The addition of a staff planner in 2021 allowed the City to focus our work efforts to support staff needs in response to development applications and Council direction on ordinance and policy changes while allowing City staff to respond to most resident inquiries. We are proud of the work we did with City staff in 2022 to execute the City Council direction, including the creation of the Corcoran Northeast District Plan and Design Guidelines and helping process the 75 land development applications received in 2022. We look forward to working with your team to continue to provide planning and code enforcement services in support of City staff.

I have attached our municipal rate schedule for 2023. As you know, employee recruitment and retention are the greatest challenges facing businesses and cities right now. Our rate schedule allows us to be competitive with other firms and provide a comprehensive range of services through retention of our most talented employees. We deeply value our 20+ year relationship with the City of Corcoran and continue to discount our principal planner rates from our standard principal rates. These rates will become effective on January 1, 2023 for hourly work performed by Landform on behalf of the City in 2023.

We look forward to working with the City of Corcoran in the year ahead and continuing to provide professional planning services to assist your staff. Landform has a full-time staff of professionals, all of whom are committed to providing services that are truly tailored to the communities we serve and helping our clients plan great places.

If you have any questions or comments, please do not hesitate to call me at 612.638.0225.

Sincerely, Landform

Kendra Lindahl, AICP Principal Planner

Lyndia Lindal

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2023 Municipal Rate Schedule

2023 Municipal Rate Schedule Professional Services Title	Hourly Dates
	Hourly Rates
Senior Principal	\$244
Principal	\$199
Principal Planner*	\$158
Associate	\$164
Studio Lead	\$164
Project Lead/Senior Designer/Senior CAD Manager	\$159
Planning Lead/Senior Planner	\$153
Planner III/Designer III/Survey Technician III	\$117
Planner II/Designer II/Survey Technician II	\$97
Planner I/Designer I/Survey Technician I	\$85
Code Enforcement Services*	\$85
Survey Lead	\$164
Senior Surveyor	\$152
Crew Chief	\$159
Survey Coordinator	\$120
Field Technician	\$70
Construction Administrator III	\$152
Construction Administrator II	\$109
Construction Administrator I	\$100
Accounting/Business/Office Lead	\$95
Office Coordinator	\$96
Administrative Assistant	\$72
*D	

^{*}Reduced Principal Planner rate

- 1. Attendance at regularly scheduled Planning Commission and City Council meetings will be billed at a flat rate of \$200.00 per meeting.
- 2. Standard Internal reimbursable expenses associated with prints, plots, scanning and mileage are included in our hourly rates. Deliverable plots and prints will be charged at internal rate.
- 3. External reimbursable expenses shall be billed at cost plus 15%.



January 4, 2023

Jessica Beise

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

RE: 2023 Letter of Engagement for City Engineering Services

Dear Jessica:

On behalf of Stantec, we thank you for the opportunity to have served as the City Engineer since 2009 and look forward to continuing in that role in 2023. Our engineering team has provided the flexibility, depth and expertise to serve the City on day-to-day engineering services such as development plan review, designing infrastructure improvements, State mandated wetland and stormwater regulations, construction management and trunk system planning along with the other needs of a rapidly growing community. We expanded services with the Water Supply work in northeast Corcoran to show full depth services. In 2023 we look forward to continuing in those roles as well as provide additional expertise to help the City including performing the Certified Bridge Inspections on behalf of the City.

The past few years have experienced rapid growth and we have worked alongside and under the direction of staff to manage developments and City projects to deliver long term quality infrastructure. Our pricing model provides discounted rates while still using experienced municipal and construction engineers and eliminating some charges for City travel time, Council meetings, initial resident inquiries, mileage costs, and other miscellaneous items. We are active in the Twin Cities municipal market, established in the west metro, and proud of our ability to provide this local service while keeping the cost competitive with other metro firms.

Team

The 2023 proposed staff is similar with Kent Torve continuing to perform as City Engineer and Steve Hegland increasing his duties as both senior project management services and also day to day client management so redundancy at the most senior level is provided. Other key staff are not as visible to Council but the same staff includes construction, field work, survey and transportation so the continuity has provided benefit to relationships outside City Hall.

Business Model

The fee schedule provides a discount of approximately 25% from our top ten engineer's and scientists from our standard fee schedule and this can be achieved due to the reliable, steady nature of municipal work combined with our west metro staff that allows for travel and response time efficiency. The model also benefits developers, since a single hourly rate

is provided, whether it is a municipal or private project. Some cities prefer a split fee structure which could be discussed in the future.

Hourly Rates

The fees for engineering work is billed on an hourly basis and categories include the range shown on the following list. Our City Engineer rate for 2023 is proposed at \$145 with other key engineering staff billed in accordance with experience and technical skills. The rates in each category are discussed with Corcoran staff for agreement on costs that results in a higher quality of budget management. The monthly billing breakdown ranges from City to developer escrow at 20/80 for busy construction months and approximately 40/60 during higher City project design periods. The day-to-day work in Corcoran is typically development driven and Stantec adjusts its staff accordingly.

Category	Hourly Rate
Intern / Clerical	\$83.00
Field/Technician/ Junior Engineer	\$101.00-\$116.00
Project Engineer/ Scientist	\$116.00-\$137.00
City Engineer	\$145.00
Senior Construction Engineer / Manager	\$150.00
Senior Principal / Technical Specialist	\$175.00
<u>Other</u>	
One Person Survey Team with Equipment	\$147.00
Two Person Survey Team with Equipment	\$207.00
Specialty Staff and Subcontractors	
Structural, electrical/controls, chemical, etc.)	By Project

We look forward to discussing this letter of engagement and a productive 2023. Sincerely,

Stantec Consulting Services Inc.

Kent Torve PE (MN, TX, SD), LEED AP

City Engineer/ Principal Phone: 612.209.7919 Kent.torve@stantec.com

Lanty CTowe

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

ENGAGEMENT LETTER

The Law Firm of Carson, Clelland & Schreder agrees to represent the City of Corcoran for civil legal services and for municipal prosecution services in 2023.

Civil services include meeting attendance, staff consultation and the production of work relating to ordinances, zoning, special assessments, development contracts and other contractual matters. In addition to the before mentioned subjects, any other services as needed and directed by the City Council will be gladly performed. Charges for the civil work will be \$72.50 per hour for paralegal assistant and \$145.00 per hour for attorney.

The criminal prosecution services include the prosecution of petty misdemeanors, misdemeanors and gross misdemeanors as they occur; review and preparation of criminal complaints and consultation and advice with officers and police administration. The prosecution services include vehicle forfeitures. The prosecution services are billed at \$100.00 per hour for attorney and \$40.00 per hour for legal assistant.

The firm will also provide human resources and labor consultation and representation if desired by the City. These services will be billed at the civil rate.

Sincerely,

John J. Thames

on behalf of Carson, Clelland & Schreder

APPROVED BY CITY OF CORCORAN

By:		
٠	Its Mayor	
By:		
	Its Clerk	



December 21, 2022

Management, Honorable Mayor and City Council City of Corcoran Corcoran, Minnesota

We are pleased to confirm our understanding of the services we are to provide the City of Corcoran (the City) for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP revised and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Funding Progress, Employer's Share of Net Pension Liability and Employer's Contributions
- 3) Schedule of OPEB Liability, Related Ratios and City Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Fund Financial Statements and Schedules
- 2) Summary Financial Report Revenues and Expenditures for General Operations Governmental Funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. The Statistical Section is required to be presented when a Annual Comprehensive Financial Report (ACFR) is issued..

1) Introductory Section

Edina Office

Edina, MN 55436

P 952.835.9090

5201 Eden Avenue, Ste 250

Mankato, MN 56001 P 507.625.2727

100 Warren Street, Ste 600

Mankato Office

Scottsdale Office

14500 N Northsight Blvd, Ste 233 Scottsdale, AZ 85260

P 480.864.5579

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of certain assets, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.



Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning, however, it should be noted that our planning procedures are not concluded and therefore additions or modifications may be made to the below significant risks:

- Management Override of Controls
- Improper Revenue Recognition

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. As part of the audit, we will assist with preparation of your financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also use the financial statements to complete the Office of the State Auditors' Reporting Forms. We will accumulate capital asset information and calculate the depreciation based on lives and methods determined by management. We will also assist with entries for full accrual basis of accounting for long-term assets, long-term liabilities, and related deferred inflows of resources, deferred outflows of resources, revenues and expenses from information provided by management. We will also assist with year end accrual entries from information provided by management.

We will perform the above services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.



Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America, with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Abdo, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.



Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Abdo and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abdo personnel. Furthermore, upon request, we may provide copies of selected audit documentation to any Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit in May, 2023 and to issue our reports no later than June 30, 2023. Andrew K. Berg, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be as follows:

Audit 2022 Office of the State Auditor's Reporting Form	\$ 28,000 850
Total	\$ 28,850
American Rescue Plan Act Compliance Testing (if applicable) Leases – GASB 87 Implementation	\$ 1,000 \$ 2,000

There have been several new accounting standards issued in recent years which will begin taking effect in the current and following years. These new standards may require substantial changes to your financial statements. We will review with you during the planning stage and if changes are substantial and you would like our firm to complete this work we will agree at that time to a separate fee and engagement to complete that work.

The newest standard that will have an effect on your City that is effective for this year's financial statement is GASB's Accounting Standards number 87 - Accounting for Leases. This new standard is effective for fiscal years starting after June 15, 2021. Given this new standard will have an effect on your financial statements, there will be additional time spent to adopt this standard in year one. We will assist management with the implementation of this standard and anticipate that our non-recurring implementation fee for these procedures is estimated to be \$2,000. In addition, Abdo has partnered with a lease accounting software known as "LeaseCrunch" to assist in the implementation of the new standard and to be utilized on an ongoing basis to ensure you are in compliance with the new standard post-implementation. The cost of this service is a discounted price of \$78 per lease that is in the "LeaseCrunch" system and is billed directly to Abdo from LeaseCrunch on an annual basis. Abdo will bill you the same amount charged from LeaseCrunch based on the number of leases in your account. Abdo plans to utilize this software as part of our procedures and Abdo can either enter information into the system for you to review or we can give you access to the system to input your own lease data for which we will review and ensure it is correct. We will discuss this with you as part of our planning procedures.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.



You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. if not included in the fee listed above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of .66 percent per month (8 percent per year). If for any reason the account is turned over to collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney's fees, incurred in any such collection or litigation activities.

Should the City of Corcoran desire to employ the Firm's partner(s) or employee(s) involved in the performance of any audit, review or attest service for or relating to the City at any time during the then current fiscal year of the City up to and including the date of the audit report for that year, or in the twelve months preceding the audit report date for the immediately preceding year, it must have the written consent of the Firm to enter into an employment contract with the Firm partner or employee. Should the Firm agree to such arrangement, the agreement will include a payment equal to 200% of the partner or employee's current annual salary.

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. The City shall not, during the term of this agreement and for the twelve months following its termination for any reason, without the prior written consent of the Firm, solicit for employment, or hire any current or former partner or professional employee of the Firm, or any affiliate thereof, if such partner or professional employee has been involved in the performance of any audit, review, or attest service for or relating to the City at any time during the then current fiscal year of the City up to and including the date of the audit report for that year, or in the twelve months preceding the audit report date for the immediately preceding year.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.



We have the right to withdraw from this engagement, at our discretion, if you do not provide us with any information we request in a timely manner; refuse to cooperate with our reasonable requests or misrepresent any facts; we have reason to believe you may have engaged, or may be planning to engage, in conduct that is unethical and/or unlawful; you engage in conduct directed toward or affecting firm personnel that is disrespectful, inappropriate, and/or potentially unlawful; or we determine that continuing the engagement is not in the best interests of the firm or threatens legal or reputational harm to the firm. In the event of withdrawal under any of these circumstances, such withdrawal will release us from any obligation to complete your report and will constitute completion of our engagement.

Reporting

Sincerely,

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please electronically sign this letter.

Abdo
RESPONSE:
This letter correctly sets forth the understanding of the City of Corcoran
By:



This Consulting Agreement (this "<u>Agreement</u>") is by and between Gallagher Benefit Services, Inc., a Delaware corporation ("<u>Gallagher</u>"), and the City of Corcoran, (the "<u>Client</u>").

The Client wishes to enter into a consulting relationship with Gallagher with the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement

The Client engages Gallagher as an employee benefits consultant as stated in this Agreement and Gallagher accepts this engagement. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is **November 15, 2021**. The term of Gallagher's engagement under this Agreement (the "<u>Consulting Period</u>") will begin as of the Effective Date and will remain in effect for a period of three years. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice of its intent to terminate. In the event such termination is effective during the Consulting Period, Client shall be responsible to Gallagher for any services performed prior to the date of termination.

3. Services

Services provided by Gallagher include the FYE2021 GASB No. 75 Alternative Measurement Method, which is allowed for small groups with fewer than one hundred total plan members.

4. Compensation

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for services listed in Section 3, a fee of \$2,100 for the first year of services, invoiced at the end of the project as defined in Section 3. This includes a discount for the Clients who use Gallagher for their 2021 medical renewal.

Additional services not listed in Section 3 will result in additional fees to be mutually agreed by the parties prior to commencement of the service(s). Any variation from the original fee estimate will be discussed with Client prior to commencing with the required work. Any compensation described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

For additional information regarding Gallagher compensation, please see our revenue disclosure policy and schedule set forth in Exhibit A.

5. Client Obligations and Responsibilities

To enable Gallagher to perform its obligations under this Agreement, Client shall at no charge to Gallagher:

- (a) Make available, as reasonably requested by Gallagher, timely management decisions, complete and accurate documentation and information so that the Services contemplated by this Agreement may be accomplished.
- (b) Furnish Gallagher with complete and accurate data information to complete the valuation as soon as reasonably possible.
- (c) Exercise all discretionary authority and control over the management and disposition of Plan assets to the exclusion of Gallagher. Gallagher shall not exercise any authority or control with respect to the management or disposition of the assets of the Plan. Gallagher shall have no responsibility or liability with respect to any funding of Plan Benefits.
 - (d) Perform any other administrative functions not expressly assumed by Gallagher hereunder.

6. Performance and Scope

- (a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.
- (b) <u>Standard of Care</u>. Gallagher shall perform its duties, responsibilities and obligations in accordance with generally accepted industry standards and with the care, skill, prudence and diligence that a prudent benefits consultant or actuary acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing.
- (c) <u>Reliance</u>. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Gallagher shall incur no liability resulting from Gallagher's reasonable reliance on such instructions or information.
- (d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

- (e) <u>Conflict of Interest.</u> Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.
- (f) <u>Subcontractors</u>. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

7. Confidentiality

(a) <u>Confidential Information</u>.

- (i) As used in this Agreement, "Confidential Information" means any nonpublic, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.
- (ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in this Agreement. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.aig.com/privacy-policy/.
- (iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.
- (b) <u>Use of Names; Public Announcements.</u> No party will use the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.
- (c) <u>Aggregated Data</u>. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating

Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

8. Indemnification

In performing its obligations under this Agreement, Gallagher neither insures nor underwrites the liability of the Client's Plan. Gallagher shall have no duty or obligation to defend against any legal action or proceeding brought to recover a claim for Plan benefits or any causes of actions for expenses or liabilities incident to the Plan. Gallagher shall, however, make available to Client and its counsel, such evidence relevant or relates to such action or proceeding as Gallagher may have as a result of its services on behalf of Client. Gallagher shall promptly notify in writing Client or its designated legal counsel of any legal actions that involve the Plan or Client.

9. Gallagher Limitation of Liability

LIMITATION OF LIABILITY: Notwithstanding anything contained herein to the contrary, even if advised of the possibility of loss, liability, damage or expense, Gallagher shall not be liable for any indirect damages, including any lost profits, data, business, goodwill, anticipated savings, opportunity or use or other incidental or consequential damages. Furthermore:

- i. Gallagher shall not be responsible for damages caused by acts of Client's employees, representatives, agents, subcontractors, vendors, or suppliers.
- ii. Gallagher's aggregate liability under this Agreement, if any, to Client for claimed loss or damage arising under this Agreement shall not exceed the amount actually paid by Client to Gallagher.
- iii. Client hereby expressly acknowledges and agrees that in view of the amount of the fees paid or to be paid hereunder, the limitations of liability in this Section 9 are in all respects fair and reasonable and reflect a duly considered allocation of risk between the Parties.
- iv. Notwithstanding the foregoing, this Section 9 shall not limit any liability for the personal injury to or death of any individual or physical property damage directly caused by Gallagher or beyond the extent to which the limitation would be prohibited by applicable law.

10. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

ACTUARIAL SERVICES CONSULTING AGREEMENT

2021

If to the Client:	
	Attention:
If to Gallagher:	Gallagher Benefit Services, Inc. 3600 American Blvd. West, Suite 500 Bloomington, MN 55431 Attention: Laura A. Schleck

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

11. Miscellaneous

- (a) <u>Severability</u>. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.
- (b) Entire Agreement; Amendment; Counterparts. This Agreement, including Exhibit A hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties. Furthermore, this Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.
- (c) <u>Governing Law; Rule of Construction</u>. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.
- (d) <u>Warranties</u>. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.
- (e) <u>Force Majeure</u>. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.
- (f) <u>Assignment</u>. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

ACTUARIAL SERVICES CONSULTING AGREEMENT | 2021

Successors; Survival of Provisions. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto. Sections 7, 8 and 9 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CITY OF CORCORAN, MINNESOTA

GALLAGHER BENEFIT SERVICES, INC. Name: Laura A. Schleck

Title: Practice Leader, Actuarial and Retirement Services

EXHIBIT A COMPENSATION DISCLOSURE STATEMENT

One of the core values highlighted in *The Gallagher Way* states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. As our industry moves toward complete disclosure of all forms of compensation, we embrace this effort and are committed to leading the way.

To achieve this purpose, we have disclosed the fee we will earn for the actuarial consulting services Gallagher will render your behalf.

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24¹, which protects both Client and Gallagher². Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

² In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

STAFF REPORT

Council Meeting:	Prepared By:
January 12, 2023	Michelle Friedrich
Topic:	Action Required:
Commission Liaison Schedule	Appoint Liaisons

Agenda Item: 10b.

Summary:

In prior years, a member of the City Council has attended the meetings of the city's commissions as a liaison. The City Council should discuss this practice, scheduling, and Council liasons for 2023. In the past Council has rotated the liason schedule between members, and most recently specific annual appointments were made to each commission.

The 2022 liason appointments were as follows:

- Planning Commission Councilmember Vehrenkamp
- Parks and Trails Commission Councilmember Nichols
- Charter Commission No current appointment exists.

Additionally, Jon Bottema was appointed City Council liaison to the Elm Creek Watershed Management Commission.

Financial/Budget:

None

Options:

- 1. Appoint commission specific liaisons for 2023.
- 2. Establish a rotating schedule for commission liaisons.

Recommendation:

Commission specific liaisons are preferred if possible.

Council Action:

Establish a commission liaison schedule for 2023.

Attachments:

None

STAFF REPORT

Council Meeting:	Prepared By:
January 12, 2023	Jessica Beise
Topic:	Action Required:
2023 Legislative Priorities	Approval

Agenda Item: 10c.

Summary:

The 2023 Minnesota legislative session began on January 3, 2023, and will continue through mid-May. As in previous years, staff will work with legislators to promote the priorities of the City of Corcoran and to attempt to eliminate legislation detrimental to the City. Additionally, the League of Minnesota Cities will advocate on behalf of their member cities which includes Corcoran.

In order to communicate effectively with the legislators, it is requested the City Council review proposed legislative priorities and provide staff with direction for those conversations. Attached to this report is a draft document showing draft legislative priorities.

Financial/Budget:

N/A

Options:

- 1. Approve 2023 legislative priorities as presented.
- 2. Approve 2023 legislative priorities with amendments.

Recommendation

Approve 2023 legislative priorities as presented.

Council Action:

Consider a motion to approve the 2023 legislative priorities and direct staff to send the legislative priorities to Corcoran's legislators.

Attachments:

1. Draft 2023 legislative priorities for the City of Corcoran



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

2023 Legislative Priorities

Thank you for taking the time to review the legislative issues affecting the City of Corcoran. The City appreciates your help in furthering our mission to 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.

Topic #1: General Government

- Local Decision-Making Authority: The City opposes legislation that erodes local decision making and control. We believe that decision making happens best at the local level.
- Unfunded Mandates: Many bills passed by the legislature and adopted into law have direct effects on cities. Bills should include language stating that additional costs from State requirements must be paid for with State allocated funds. Additionally, there are often bills introduced which require additional reporting from cities. This affects smaller communities the hardest which have the fewest staff. Existing unfunded mandates should be modified or repealed where possible; no additional statewide mandates should be enacted unless full funding for the mandate is provided; cities should not be forced to comply with unfunded mandates.
- Levy Limits: The City of Corcoran strongly opposes levy limits and other forms of levy restrictions imposed upon local governments.

Topic #2: Transportation

- Street Improvement District: Current law does not allow for the collection of transportation fees as cities develop other than the existing 429 process which is overly burdensome on existing property owners. The City supports the option to create a street improvement district to dedicate funds towards transportation improvements as development takes place similar to the existing authority to impose fees on new development of other infrastructure such as water, sanitary and storm sewer, and park purposes.
- State Aid Funds: The City of Corcoran roads deteriorate on a more aggressive pace due to the amount of pass-through traffic. Although the City receives some

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 January 6, 2023

 state aid funds, the amount is nowhere near the level needed to offset the

additional maintenance costs. Additional funding should be provided.

 Motor Vehicle Lease Sales Tax Distribution: Residents of Hennepin and Ramsey counties contribute substantially to taxes collected on motor vehicles leases, but, both counties are largely excluded by state law from receiving funding from this transportation funding source.

Topic #3: Housing and Land Use

 Cities facilitate the development of housing via land use planning, zoning ordinances, subdivision regulations, and rental licensing. Cities should have sufficient authority and flexibility to promote housing types best suited to meet local needs, public purposes and goals. Corcoran strongly opposes any effort to reduce, alter, or interfere with city authority to carry these functions in a locally determined manner.

Topic #4: Fiscal Reform

 The City of Corcoran receives no local government aid despite ever increasing costs to maintain infrastructure for those who do not live in the City. Formula adjustments should be made to consider costs attributed to non-residents travelling through and utilizing infrastructure.

Topic #5: Officer or Firefighter Disability Funding

 Minnesota Statute 299A.465 required cities to pay health insurance costs for officers or firefighters following disability. This requirement placed on cities by the State of Minnesota should be funded and not fall on individual cities.

Topic #6: School Funding

Inadequate school funding leads to discrepancies based upon which district has
the highest tax capacity. Corcoran sends students to five school districts, more
rural districts such as Rockford and Buffalo do not have access to resources
equal to high tax capacity districts such as Wayzata and Osseo. This places an
undue burden on property owners and reduces the ability to provide a highquality education without cutting important after school programs important for
student development.

Topic #7: Police Officer Recruitment and Retention

 There are statewide staffing shortages for police officers and challenges related to recruiting new officers and retaining officers. Efforts should continue to be made to address this statewide issue.

Topic #8: THC and Cannabinoid Products

• In 2022 some cannabinoid products were legalized however there are key items such as regulation, oversight, and employment impacts that need to be address.

Page 3
 Common sense legislation regulating THC and Cannabinoid products should be adopted.

Sincerely,

Jessica Beise City Administrator City of Corcoran jbeise@corcoranmn.gov 763-400-7029

Corcoran City Council

Mayor Tom McKee
Councilmember Jonathan Bottema
Councilmember Jeremy Nichols
Councilmember Alan Schultz
Councilmember Dean Vehrenkamp

STAFF REPORT

Council Meeting:	Prepared By:
January 12, 2023	Jessica Beise
Topic:	Action Required:
Call for Work Sessions	Schedule Work Sessions

Agenda Item: 10d.

Summary:

In the spring of 2022, the Council met in a Joint Work Session with the Planning and Parks and Trails Commissions to review the 2022 goals. Staff anticipates adopting goals and action steps at the February 9, 2023, Council meeting. If Council would like to host a joint session to discuss the upcoming year, staff recommends hosting it on February 9, 2023, at 5:30pm.

Staff continues to refine rental ordinance. Staff recommends hosting a work session to discuss a new draft on February 23, 2023, at 5:30pm

In fall of 2022, Council discussed reviewing crosswalk options and staff recommended creating a policy outlining when crosswalks will be considered and specifications on types of crossing equipment. Staff recommends host a work session to discuss crosswalks and related items on March 9, 2023 at 5:30pm.

Financial/Budget:

N/A

Options:

- 1. Schedule work sessions on February 9, February 23, and March 9 at 5:30 pm.
- 2. Schedule work sessions for a different day and time.
- 3. Decline to schedule work sessions on the topics.

Recommendation:

Schedule work sessions on February 9, February 23, and March 9 at 5:30 pm.

Council Action:

Mayor to call work sessions on February 9, February 23, and March 9 at 5:30 pm.

Attachments:

None

STAFF REPORT

Council Meeting:	Prepared By:
January 12, 2023	Jessica Beise
Topic:	Action Required:
Seasonal Worker Pay	Approval

Agenda Item: 10e.

Summary:

The City utilizes seasonal assistance for snow plowing and ice rinks in the winter and for park maintenance and general assistance in the summer. The seasonal assistance is critical to supplement the City's operations. Staff would like to consider a special pay rate to incentivize part-time or seasonal employees coming in on a holiday or for a special event. Having the seasonal snowplow operations for example, allows for the City's crews to not have to overextend shifts which lead to burnout assisting with employee retention. Other neighboring cities utilize similar concepts in various fashions. Staff envisions a requirement that the City Administrator has discretion on when this would apply. Staff is seeking support for a minor change to the Employee Handbook and would bring a draft to a future meeting for implementation.

Staff anticipates future Employee Handbook modifications and additional personnel policies to be adopted in 2023.

Financial/Budget:

Staff would manage the 2023 staff budget to accommodate this change and would review the utilization of special rates to assist in future budgets.

Options:

- 1. Direct staff to draft a change to the Employee Handbook related to seasonal pay.
- 2. Decline to direct staff to draft a change to the Employee Handbook.

Recommendation:

Direct staff to draft a change to the Employee Handbook related to seasonal pay.

Council Action:

Consider a motion to direct staff to draft a change to the Employee Handbook related to seasonal pay.

Attachments:

N/A

City of Corcoran 2023 City Council Schedule

Agenda Item: 12.

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

January 26, 2023

- Construction Hours Review Annual After Change in 2021
- Cook Lake Highlands PUD Amendment
- Byron Understanding Options
- Financial Guidelines Update
- Calling of Bonds in 2023
- Water Supply Bid Award
 - Water Tower and Treatment Facility
- Set Sale of Bonds
- Cook Lake Highlands PUD Amendment
- Holiday Toy and Food Drive Budget and Date Selection

February 9, 2023

- Award RFP for City Park (Tentative)
- Hackamore Project Approve Plans / Authorize Bids
- Joint Powers Agreement Hackamore Project
- Improvement and Assessment Hearings and Orders Project for Hackamore Project
- Accept Feasibility Study and Call the Improvement Hearing Hackamore Road
- Long Range Planning Fund / 2022 Transfers
- RFP History and Discussion of RFP Schedule
- Calling of Bonds in 2023
- Compost Site Sketch Plan

February 23, 2023

2023A Bond Sale

March 9, 2023

- Park Signs Plan
- Three Rivers Park District Cooperative Agreement
- Firearms Ordinance Approval

March 23, 2023

- NW Trails Resolution of Support
- Placeholder to THC Regulations Follow Up

Additional Future Meeting Items

Host Special Charter Commission Meeting – March 21, 2023 at 5:30pm Annual Charter Commission Meeting – September 13, 2023 at 5:30pm