



CITY OF CORCORAN

Corcoran City Council Agenda February 8, 2024 - 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**
Swearing In – Oath of Office for Dan Wilcox
7. **Consent Agenda**
 - a. January 25, 2024 Regular Council Minutes*
 - b. Financial Claims February 8, 2024*
 - c. Resolution 2024-09 Pioneer Society Donation Request*
 - d. Revised Resolution 2024-10 Additional Election Judges*
 - e. NE Infrastructure Improvements – HUD Grant Agreement*
 - f. Water Treatment Plant – Pay Request 9*
8. **Planning Business**
 - a. 3019 Addition Concept Plan*
9. **Unfinished Business – Public Comment Opportunity**
 - a. Organics Recycling*
 - b. Stieg Road Improvements - Approve Plans/Specs; Authorize Bids*
 - c. Public Works Resignation and Hiring Process Authorization*
 - d. County Road 116 Multi-Modal Trail Maintenance Discussion*
10. **New Business – Public Comment Opportunity**
 - a. Cropland Bids/Parcel Weed Control Discussion*
11. **Staff Reports**
12. **2024 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: **821 6350 4979**

Video Link and Instructions:

<https://us02web.zoom.us/j/82163504979>

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

Meeting ID: **821 6350 4979**

**Please note in-person comments will be taken at the scheduled meeting where noted.*

Comments received via email to City Clerk Friedrich at mfriedrich@corcoranmn.gov or via public comment cards will also be accepted. All email and public comment cards must be received by the Wednesday prior to scheduled Council meeting.

For more information on options to provide public comment visit:

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.*

STAFF REPORT

Agenda Item: 4.

Council Meeting February 8, 2024	Prepared By Michelle Friedrich
Topic Commission Representatives	Action Required Informational

Summary

The advisory commission representatives for the February 8, 2024, Council meeting are as follows:

- Planning Commission: Lindsay Lind
- Parks and Trails Commission: Phil Christenson

Financial/Budget

N/A

Council Action

N/A

Attachments

N/A

STAFF REPORT

Agenda Item: 7a.

Council Meeting: February 8, 2024	Prepared By: Michelle Friedrich
Topic: Draft Council Minutes – January 25, 2024	Action Required: Informational

Summary

The draft Council Regular Minutes for January 25, 2024, will be emailed on Monday, February 5, with hard copy provided to Council the evening of the February 8 meeting.

Attachments (Hard copies will be provided February 8, 2024)

1. 2024-01-25 Draft Council Minutes

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		\$1,495,514.73
(See attached Check Detail Registers)		
Total Checks	\$	1,495,514.73
Total of Auto Deductions	\$	199,384.16
 TOTAL EXPENDITURES FOR APPROVAL	 \$	 1,694,898.89

Auto Deductions / Electronic Fund Transfer / Other Disbursements

Date	Paid to	Amount	Description
1/19/2024	ADP PAYROLL FEES	\$ 568.20	Payroll Processing Fee
1/25/2024	Optum Bank	\$ 4,341.89	Employee HSA
1/25/2024	ADP WAGE PAY	\$ 122,908.76	Net Payroll and Taxes
1/26/2024	MN PERA	\$ 26,818.58	Employee Pension
1/29/2024	EMPOWER	\$ 5,523.90	Employee Deferred Comp/Healthcare Savings
2/1/2024	HealthPartners	\$ 39,222.83	Employee Health Insurance Premium
 Total		\$ 199,384.16	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 34979							
100-41900-50430	01/24/24	AARON BURNS	WELLNESS REIMBURSEMENT	01242024	02/08/24	1,500.00	34979
			Total For Check 34979			<u>1,500.00</u>	
Check 34980							
100-41500-50300	01/24/24	ABDO LLP	PREPERATION OF OSA FINANCIAL REPOR	482588	02/08/24	850.00	34980
100-41500-50300	01/16/24	ABDO LLP	AUDIT SERVICES FOR 2023 AUDIT	482422	02/08/24	4,000.00	34980
			Total For Check 34980			<u>4,850.00</u>	
Check 34981							
100-43100-50225	01/02/24	ACME TOOLS	CHAINSAW	12239556	02/08/24	379.99	34981
			Total For Check 34981			<u>379.99</u>	
Check 34982							
100-41900-50210	01/18/24	AMAZON CAPITAL SERVICES	TOLIET PAPER	1TP9-NFFX-X766	02/08/24	68.99	34982
100-42100-50210	01/27/24	AMAZON CAPITAL SERVICES	HDMI SPLITTER	1Y7Q-QN93-1MLR	02/08/24	44.71	34982
			Total For Check 34982			<u>113.70</u>	
Check 34983							
100-43100-50220	01/10/24	ASPEN EQUIPMENT COMPANY	RAM ASSY 1-1/2X13	PSO051186-2	02/08/24	730.40	34983
			Total For Check 34983			<u>730.40</u>	
Check 34984							
100-41900-50212	01/22/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2548769	02/08/24	22.42	34984
100-42100-50212	01/22/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2548769	02/08/24	1,020.11	34984
100-43100-50212	01/22/24	BEAUDRY OIL COMPANY	ULS DYED FUEL	2548768	02/08/24	556.60	34984
100-43100-50212	01/22/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2548769	02/08/24	78.47	34984
			Total For Check 34984			<u>1,677.60</u>	
Check 34985							
100-41920-50221	02/01/24	BS& A SOFTWARE	BS&A SOFTWARE	151447	02/08/24	6,416.00	34985
601-49400-50220	02/01/24	BS& A SOFTWARE	BS&A SOFTWARE	151447	02/08/24	315.50	34985
602-49450-50220	02/01/24	BS& A SOFTWARE	BS&A SOFTWARE	151447	02/08/24	315.50	34985
			Total For Check 34985			<u>7,047.00</u>	
Check 34986							
100-41900-50400	01/24/24	CINTAS - 470	CITY HALL MATS	4181256947	02/08/24	146.37	34986
100-43100-50400	01/17/24	CINTAS - 470	UNIFORM/DISPOSABLE BATHROOM MAT	4180546319	02/08/24	30.09	34986
100-43100-50400	01/17/24	CINTAS - 470	SHOP TOWELS	4180546367	02/08/24	83.70	34986
100-43100-50400	01/24/24	CINTAS - 470	CRT CABINET/DISPOSABLE BATHROOM MA	4181256982	02/08/24	30.55	34986
100-43100-50400	01/24/24	CINTAS - 470	DISPOSABLE BATHROOM MAT/UNIFORM	4181256965	02/08/24	6.60	34986
100-43100-50417	01/17/24	CINTAS - 470	UNIFORM/DISPOSABLE BATHROOM MAT	4180546319	02/08/24	35.27	34986
100-43100-50417	01/17/24	CINTAS - 470	UNIFORMS	4180546388	02/08/24	212.99	34986
100-43100-50417	01/24/24	CINTAS - 470	DISPOSABLE BATHROOM MAT/UNIFORM	4181256965	02/08/24	35.27	34986
100-43100-50417	01/24/24	CINTAS - 470	UNIFORM	4181257082	02/08/24	212.99	34986
			Total For Check 34986			<u>793.83</u>	
Check 34987							
100-00000-22205	01/31/24	CITY OF CORCORAN	ESCROW REFUND BP23-0041	BP23-0041-2	02/08/24	450.00	34987
100-00000-22205	01/31/24	CITY OF CORCORAN	BP23-0052 STAFF PLANNER TIME DEC 2	BP23-0052-2	02/08/24	65.00	34987
100-00000-22205	01/31/24	CITY OF CORCORAN	BP23-0052 STAFF PLANNER TIME DEC 2	BP23-0052-3	02/08/24	32.50	34987
			Total For Check 34987			<u>547.50</u>	
Check 34988							
100-41920-50300	01/23/24	COMPUTER INTEGRATION TECH	VPN TROUBLESHOOT	367675	02/08/24	300.00	34988
100-41920-50300	01/22/24	COMPUTER INTEGRATION TECH	MONTHLY MANAGED SERVICES	367642	02/08/24	2,112.50	34988

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 34988							
			Total For Check 34988			2,412.50	
Check 34989							
100-42100-50300	01/16/24	CONFITREK	CONFITREK BLUE RENEWAL	1062	02/08/24	1,632.00	34989
			Total For Check 34989			1,632.00	
Check 34990							
100-41900-50210	12/31/23	CULLIGAN BOTTLED WATER	OFFICE WATER	114X95041709	02/08/24	79.71	34990
			Total For Check 34990			79.71	
Check 34991							
100-42100-50433	01/19/24	DAN WILCOX	LEGAL DEFENSE FUND MEMBERSHIP	01192024	02/08/24	206.28	34991
			Total For Check 34991			206.28	
Check 34992							
100-42100-50300	09/28/23	DELETEME BY ABINE INC	PD TECH SERVICE	CORC-0005	02/08/24	3,726.00	34992
			Total For Check 34992			3,726.00	
Check 34993							
100-00000-34103	01/29/24	GREGORY EBERT	AGRICULTURAL PRESERVE APPLICATION	8966	02/08/24	50.00	34993
			Total For Check 34993			50.00	
Check 34994							
100-41900-50350	01/18/24	ECM PUBLISHERS INC	FEB 1 PH HOPE CHURCH PUD/COMP	981493	02/08/24	71.45	34994
100-41900-50350	01/18/24	ECM PUBLISHERS INC	FEB 1 PH J BROTHERS CUP	981492	02/08/24	59.57	34994
			Total For Check 34994			131.02	
Check 34995							
422-49400-50210	01/11/24	FLOW RIGHT PLUMBING	RPZ TEST RESULTS FOR TEMP WATER	2405	02/08/24	295.00	34995
			Total For Check 34995			295.00	
Check 34997							
100-42100-50300	01/20/24	HUMANITY LLC	SHIFT PLANNING 01/20/24-02/19/24	INV00322908	02/08/24	80.00	34997
			Total For Check 34997			80.00	
Check 34998							
100-43100-50220	01/24/24	ISC COMPANIES INC	TAPERED ROLLER BEARING	80488754	02/08/24	1,727.25	34998
			Total For Check 34998			1,727.25	
Check 34999							
100-43100-50210	01/22/24	LANO EQUIPMENT	TENSIONING GEAR	03-1053069	02/08/24	18.73	34999
			Total For Check 34999			18.73	
Check 35000							
100-43100-50225	01/29/24	LANO EQUIPMENT	TENSIONING GEAR	03-1054419	02/08/24	41.98	35000
			Total For Check 35000			41.98	
Check 35001							
100-42200-50300	12/26/23	LORETTO FIRE DEPARTMENT	1ST QTR 2024 FIRE PROTECTION	2-2372	02/08/24	52,040.06	35001
			Total For Check 35001			52,040.06	
Check 35002							
100-43100-50212	01/15/24	LUBE-TECH & PARTNERS, LLC	LABEL PRINTER KIT	3399522	02/08/24	620.00	35002
			Total For Check 35002			620.00	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 35003							
601-49400-50310	12/31/23	CITY OF MAPLE GROVE	4TH QUARTER WATER USAGE	21904	02/08/24	37,478.59	35003
			Total For Check 35003			<u>37,478.59</u>	
Check 35004							
100-43100-50321	02/02/24	MATTSON, KEVIN	2023 CELL PHONE REIMBURSEMENT	02022024	02/08/24	600.00	35004
			Total For Check 35004			<u>600.00</u>	
Check 35005							
100-41900-50401	01/18/24	MENARDS MAPLE GROVE	CONFERENCE ROOM REPAIR - TV MOUNT/	27721	02/08/24	60.27	35005
100-41900-50401	01/08/24	MENARDS MAPLE GROVE	HDMI WALL PLAT AND CABLE	27304	02/08/24	38.99	35005
100-41900-50401	01/11/24	MENARDS MAPLE GROVE	PAINT AND SWITCH PLATE	27422	02/08/24	35.06	35005
100-42100-50210	01/23/24	MENARDS MAPLE GROVE	BATTERIES	27911	02/08/24	20.39	35005
100-43100-50210	01/25/24	MENARDS MAPLE GROVE	CORDLESS DRILL CELL	27982	02/08/24	60.38	35005
100-45200-50210	01/17/24	MENARDS MAPLE GROVE	WARMING HOUSE SIGNAGE	27646	02/08/24	14.43	35005
100-45200-50210	01/23/24	MENARDS MAPLE GROVE	RETURNED WARMING HOUSE SIGNAGE	27909	02/08/24	(4.96)	35005
			Total For Check 35005			<u>224.56</u>	
Check 35006							
100-41130-50325	01/26/24	METRO SALES INC	COPIER CHARGE	INV2453791	02/08/24	643.62	35006
100-41920-50210	01/26/24	METRO SALES INC	COPIER CHARGE	INV2453791	02/08/24	2,290.00	35006
			Total For Check 35006			<u>2,933.62</u>	
Check 35007							
100-42400-50300	01/07/24	METRO WEST INSPECTION SERVIC	FINALIZED PERMITS DECEMBER 2023	3986	02/08/24	47,174.08	35007
			Total For Check 35007			<u>47,174.08</u>	
Check 35008							
100-42100-50433	01/07/24	MID-STATES ORGANIZED CRIME	2024 MOCIC MEMBERSHIP	0003800-IN	02/08/24	150.00	35008
			Total For Check 35008			<u>150.00</u>	
Check 35009							
100-42100-50220	04/04/23	MILLER CHEVROLET	LIGHT REPLACEMENT	178520	02/08/24	204.30	35009
100-42100-50220	07/26/23	MILLER CHEVROLET	ROTOR REPAIR	179986	02/08/24	552.38	35009
100-43100-50210	10/10/23	MILLER CHEVROLET	MAT PACKAGE	181037	02/08/24	710.00	35009
100-43100-50220	12/11/23	MILLER CHEVROLET	GLOW PLUG	181841	02/08/24	29.14	35009
100-43100-50220	12/20/23	MILLER CHEVROLET	2011 GMC SIERRA	CVCS716532	02/08/24	1,863.23	35009
100-43100-50220	12/15/23	MILLER CHEVROLET	2011 GMC SIERRA REPAIR	CVCS713623	02/08/24	1,805.44	35009
100-43100-50220	11/15/23	MILLER CHEVROLET	2011 GMC SIERRA REPAIR	CVCS714540	02/08/24	646.29	35009
100-43100-50220	02/17/23	MILLER CHEVROLET	FILTERS	177963	02/08/24	31.72	35009
100-43100-50220	01/24/24	MILLER CHEVROLET	VEHICLE REPAIR 2015 TRUCK	182474	02/08/24	116.32	35009
			Total For Check 35009			<u>5,958.82</u>	
Check 35010							
100-42100-50433	12/01/23	MN CHIEFS OF POLICE ASSOC	2024 MEMBERSHIP RENEWAL - BURNS	14698	02/08/24	212.00	35010
			Total For Check 35010			<u>212.00</u>	
Check 35011							
408-48009-50303	01/18/24	MN DEPT OF TRANSPORTATION	MATERIAL TESTING AND INSPECTION	P00018312	02/08/24	654.73	35011
			Total For Check 35011			<u>654.73</u>	
Check 35012							
100-42100-50300	01/23/24	MOTOROLA SOLUTIONS INC	EVIDENCE LIBRARY / ANNUAL DEVICE L	1411060878	02/08/24	495.36	35012
			Total For Check 35012			<u>495.36</u>	
Check 35013							

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 35013							
100-43100-50210	01/18/24	NAPA AUTO PARTS - Corcoran	WARRANTY RETURN	517224	02/08/24	(585.39)	35013
100-43100-50210	01/18/24	NAPA AUTO PARTS - Corcoran	WARRANTY BATTERY	517264	02/08/24	138.98	35013
100-43100-50210	01/18/24	NAPA AUTO PARTS - Corcoran	SPARK PLUG	517338	02/08/24	3.39	35013
100-43100-50210	01/17/24	NAPA AUTO PARTS - Corcoran	AIRCHUCK/ADAPTER/CONNECTOR	517115	02/08/24	38.13	35013
100-43100-50210	01/19/24	NAPA AUTO PARTS - Corcoran	PRODUCT RETURN - CHUCK	517538	02/08/24	(9.70)	35013
100-43100-50220	01/26/24	NAPA AUTO PARTS - Corcoran	STEEL WHEEL WEIGHT	518825	02/08/24	134.11	35013
100-45200-50210	01/17/24	NAPA AUTO PARTS - Corcoran	OIL	517133	02/08/24	23.38	35013
100-45200-50210	01/19/24	NAPA AUTO PARTS - Corcoran	BATTERY	517636	02/08/24	171.19	35013
100-45200-50210	01/19/24	NAPA AUTO PARTS - Corcoran	SERVICE JACK	517541	02/08/24	229.00	35013
Total For Check 35013						143.09	
Check 35014							
100-00000-21710	01/29/24	NATALIE DAVIS MCKEOWN	DEPENDENT CARE REIMBURSEMENT	012924	02/08/24	192.31	35014
Total For Check 35014						192.31	
Check 35015							
208-41900-50490	01/31/24	NORTH HENNEPIN PIONEER SOCIE	BURSHVILLE SCHOOL REPAIR DONATION 2024		02/08/24	15,000.00	35015
Total For Check 35015						15,000.00	
Check 35016							
416-43100-50550	01/19/24	NORTHERN SAFETY TECHNOLOGY	ION T-SERIES LIGHTS	57021	02/08/24	1,035.88	35016
Total For Check 35016						1,035.88	
Check 35017							
100-00000-21710	01/31/24	MIKE PRITCHARD	EMPLOYEE REIMBURSEMENT	01312024	02/08/24	678.86	35017
100-42400-50331	01/31/24	MIKE PRITCHARD	EMPLOYEE REIMBURSEMENT	01312024	02/08/24	45.20	35017
Total For Check 35017						724.06	
Check 35018							
100-42100-50403	01/18/24	PROJECT PHANTOM AUTO STYLING	SQUAD 569 DETAILING	5566	02/08/24	200.00	35018
Total For Check 35018						200.00	
Check 35019							
100-41600-50300	01/01/24	RATWIK, ROSZAK & MALONEY, P.	LEGAL FEES	01012024	02/08/24	2,182.50	35019
Total For Check 35019						2,182.50	
Check 35020							
601-00000-16500	01/31/24	RICE LAKE CONSTRUCTION GROUP	NE WATER SUPPLY - WATER TREATMENT	227704426 PAY9	02/08/24	1,178,500.00	35020
601-00000-20610	01/31/24	RICE LAKE CONSTRUCTION GROUP	NE WATER SUPPLY - WATER TREATMENT	227704426 PAY9	02/08/24	(58,925.00)	35020
Total For Check 35020						1,119,575.00	
Check 35021							
100-41900-50401	01/23/24	RUSSELL SECURITY RESOURCE IN	CITY HALL KEY CYLINDER SWAP	A47519	02/08/24	140.00	35021
Total For Check 35021						140.00	
Check 35022							
416-42100-50210	01/10/24	SOUTH LAKE MINNETONKA PD	LEGAL FEE COST SHARE	01102024	02/08/24	126.92	35022
416-42100-50210	01/10/24	SOUTH LAKE MINNETONKA PD	LEGAL FEE COST SHARE FOR SEPT 2023	011024	02/08/24	141.10	35022
Total For Check 35022						268.02	
Check 35023							
100-00000-21709	02/01/24	STANDARD INSURANCE COMPANY	FEBRUARY 2024 LIFE INSURANCE PREMI	02-2-24	02/08/24	2,207.50	35023
Total For Check 35023						2,207.50	
Check 35024							

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 35024							
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	BELLWETHER	2184602	02/08/24	8,116.12	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	WCA PROJECTS	2184497	02/08/24	5,741.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	LARKIN ROAD IMPROVEMENT	2184496	02/08/24	31.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	MINKS PLAT APPLICATION	2184654	02/08/24	74.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	LISTER GARAGE CUP	2184653	02/08/24	142.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	SUNRAM	22184651	02/08/24	324.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	COOK LAKE HIGHLANDS NEW HORIZON	2184647	02/08/24	213.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	HEIDECKER GARAGE CUP	2184645	02/08/24	74.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	REFUGE AT RUSH CREEK WETLAND BANK	2184637	02/08/24	497.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	WOODLAND HILLS	2184635	02/08/24	1,964.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	CORCORAN STORAGE II	2184634	02/08/24	136.50	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	LEUER DEVELOPMENT	2184633	02/08/24	213.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	SCHERBER CR 30	2184631	02/08/24	525.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	AMIRA VILLAGE	2184630	02/08/24	7,873.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	RED BARN RETREAT	2184615	02/08/24	367.00	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	HOPE COMMUNITY	2184613	02/08/24	14,280.55	35024
100-00000-22205	01/22/24	STANTEC CONSULTING SERVICES	3019 ADDITION	2184612	02/08/24	875.00	35024
100-00000-22205-013	01/22/24	STANTEC CONSULTING SERVICES	BECHTOLD FARMS	2184625	02/08/24	561.60	35024
100-00000-22205-017	01/22/24	STANTEC CONSULTING SERVICES	COOK LAKE HIGHLANDS	2184603	02/08/24	5,231.27	35024
100-00000-22205-024	01/22/24	STANTEC CONSULTING SERVICES	D&D	2184638	02/08/24	507.50	35024
100-00000-22205-044	01/22/24	STANTEC CONSULTING SERVICES	KARINIEMI-MEADOWS	2184619	02/08/24	343.49	35024
100-00000-22205-056	01/22/24	STANTEC CONSULTING SERVICES	TAVERA DEVELOPMENT PROJECT	2184604	02/08/24	8,803.29	35024
100-00000-22205-058	01/22/24	STANTEC CONSULTING SERVICES	RAVINIA	2184601	02/08/24	1,767.10	35024
100-00000-22205-076	01/22/24	STANTEC CONSULTING SERVICES	NELSON TRUCKING	2184606	02/08/24	213.00	35024
100-00000-22205-080	01/22/24	STANTEC CONSULTING SERVICES	PIONEER TRAIL INDUSTRIAL PARK	2184608	02/08/24	7,919.75	35024
100-00000-22205-087	01/22/24	STANTEC CONSULTING SERVICES	AMBERLY (1,2) BELLWETHER (6,7,9)	2184611	02/08/24	4,585.98	35024
100-00000-22205-087	01/22/24	STANTEC CONSULTING SERVICES	STIEG ROAD	2184502	02/08/24	2,541.20	35024
100-00000-22205-098	01/22/24	STANTEC CONSULTING SERVICES	RUSH CREEK RESERVE	2184607	02/08/24	7,602.77	35024
100-00000-22205-111	01/22/24	STANTEC CONSULTING SERVICES	GARAGES TOO	2184617	02/08/24	3,426.47	35024
100-00000-22205-117	01/22/24	STANTEC CONSULTING SERVICES	ST THERESE SENIOR LIVING	2184616	02/08/24	2,167.69	35024
100-00000-22205-128	01/22/24	STANTEC CONSULTING SERVICES	WRIGHT HENNEPIN SUBSTATION	2184643	02/08/24	333.50	35024
100-00000-22205-131	01/22/24	STANTEC CONSULTING SERVICES	CR 116 & HUNTERS RIDGE TURN LANE I	2184505	02/08/24	93.50	35024
100-00000-22205-132	01/22/24	STANTEC CONSULTING SERVICES	WALCOTT GLENN	2184610	02/08/24	1,773.60	35024
100-00000-22205-133	01/22/24	STANTEC CONSULTING SERVICES	COOK LAKE TURN LANE	2184506	02/08/24	1,315.66	35024
100-42400-50303	01/22/24	STANTEC CONSULTING SERVICES	NEW CONSTRUCTION INSPECTIONS	2184500	02/08/24	2,479.50	35024
100-43170-50300	01/22/24	STANTEC CONSULTING SERVICES	GENERAL ENGINEERING SERVICES	2184490	02/08/24	9,287.40	35024
100-43170-50309	01/22/24	STANTEC CONSULTING SERVICES	GENERAL ENGINEERING SERVICES	2184490	02/08/24	726.00	35024
408-43100-50530	01/22/24	STANTEC CONSULTING SERVICES	HORSESHOE BEND DRIVE	2184503	02/08/24	551.00	35024
408-48010-50303	01/22/24	STANTEC CONSULTING SERVICES	CITY CENTER DRIVE & 79TH PLACE STR	2184507	02/08/24	46,394.35	35024
601-49400-50300	01/22/24	STANTEC CONSULTING SERVICES	NE CORCORAN TRUNK INFRASTRUCTURE	2184853	02/08/24	7,318.70	35024
601-49400-50303	01/22/24	STANTEC CONSULTING SERVICES	NE CORCORAN WATER TOWER	2184504	02/08/24	3,965.20	35024
601-49400-50303	01/22/24	STANTEC CONSULTING SERVICES	NEW CONSTRUCTION INSPECTIONS	2184500	02/08/24	1,089.37	35024
601-49400-50303	01/22/24	STANTEC CONSULTING SERVICES	WATER UTILITY	2184499	02/08/24	617.00	35024
601-49400-50303	01/22/24	STANTEC CONSULTING SERVICES	STATE BOND FUND ASSISTANCE	2184495	02/08/24	88.00	35024
602-49450-50303	01/22/24	STANTEC CONSULTING SERVICES	NEW CONSTRUCTION INSPECTIONS	2184500	02/08/24	1,089.38	35024
602-49450-50303	01/22/24	STANTEC CONSULTING SERVICES	SEWER UTILITY	2184498	02/08/24	2,157.55	35024
Total For Check 35024						166,396.99	
Check 35025							
100-42100-50220	01/16/24	SUBURBAN TIRE WHOLESALE INC	ENFORCER WINTER TIRE	10199086	02/08/24	620.00	35025
Total For Check 35025						620.00	
Check 35026							
100-42100-50220	01/17/24	SUPERIOR FORD	SQUAD 570 VEHICLE REPAIR	666148	02/08/24	64.68	35026

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 35026 100-42100-50403	01/17/24	SUPERIOR FORD	SQUAD 570 VEHICLE REPAIR	666148	02/08/24	975.88	35026
			Total For Check 35026			<u>1,040.56</u>	
Check 35027 100-42100-50417	01/16/24	SYMBOLARTS LLC	POLICE DEPARTMENT BADGE	0482706	02/08/24	402.50	35027
			Total For Check 35027			<u>402.50</u>	
Check 35028 100-43100-50321	01/16/24	T-MOBILE	CELL SERVICE 12/16/23-01/15/24	01162024	02/08/24	138.88	35028
			Total For Check 35028			<u>138.88</u>	
Check 35029 100-43100-50321	01/21/24	T-MOBILE	CELL SERVICE (12/21/23-1/20/24)	01212024	02/08/24	676.83	35029
			Total For Check 35029			<u>676.83</u>	
Check 35030 100-42100-50417	12/01/23	TACTICAL ADVANTAGE, LLC	FIREARM 9MM MAGAZINES	2023-0110	02/08/24	56.65	35030
			Total For Check 35030			<u>56.65</u>	
Check 35032 100-41320-50207	01/30/24	I-94 WEST CHAMBER	STATE OF THE CITIES	25533	02/08/24	60.00	35032
100-41920-50210	01/31/24	CREDIT CARD PURCHASES	APPLE BUSINESS ESSENTIALS	182759115047	02/08/24	50.10	35032
100-42100-50207	01/24/24	ALLIED MEDICAL TRAINING	EMT TRAINING - LAWSON	01242024	02/08/24	275.00	35032
100-42100-50207	01/17/24	CREDIT CARD PURCHASES	TASER INSTRUCTION - A. BURNS	059413	02/08/24	495.00	35032
100-42100-50207	01/07/24	CREDIT CARD PURCHASES	TRAINING - LODGING	3438193216	02/08/24	286.08	35032
100-42100-50207	01/07/24	CREDIT CARD PURCHASES	TRAINING - LODGING	01-09-24	02/08/24	421.32	35032
100-42100-50207	01/07/24	CREDIT CARD PURCHASES	TRAINING LODGING	1450209	02/08/24	430.21	35032
100-42100-50207	01/07/24	CREDIT CARD PURCHASES	TRAINING - LODGING	3438193216.2	02/08/24	286.08	35032
100-42100-50207	01/08/24	CREDIT CARD PURCHASES	TRAINING MEAL	007767	02/08/24	117.55	35032
100-42100-50207	01/27/24	CREDIT CARD PURCHASES	2024 MAWP CONFERENCE	0000197	02/08/24	922.50	35032
100-42100-50207	01/22/24	MN CHIEFS OF POLICE ASSOC	MCPA 2024 CONFERENCE	15441	02/08/24	550.00	35032
100-42100-50417	01/23/24	CREDIT CARD PURCHASES	UNIFORM	01172024	02/08/24	200.00	35032
100-42100-50433	12/01/23	MN CHIEFS OF POLICE ASSOC	2024 MEMBERSHIP RENEWAL - EKENBERG	14809.1	02/08/24	212.00	35032
			Total For Check 35032			<u>4,305.84</u>	
Check 35033 100-41920-50210	01/19/24	US BANKCORP EQUIPMENT FINANC	COPIER LEASE	520499666	02/08/24	424.46	35033
			Total For Check 35033			<u>424.46</u>	
Check 35034 100-42100-50403	01/16/24	WESTSIDE WHOLESALE TIRE	TIRE MOUNT	939424	02/08/24	120.00	35034
			Total For Check 35034			<u>120.00</u>	
Check 35035 100-43100-50381	01/25/24	XCEL ENERGY	PW BUILDING ELECTRICITY	862384163	02/08/24	1,631.09	35035
			Total For Check 35035			<u>1,631.09</u>	
Check 35036 100-45200-50210	01/16/24	ZEP SALES & SERVICE	ZEP CLEANER	9009378249	02/08/24	1,052.28	35036
			Total For Check 35036			<u>1,052.28</u>	
Check 35037 601-00000-22200	01/23/24	FRIESE, JONATHAN/ALISON	UB refund for account: 20008025-63	8025	02/08/24	331.98	35037
			Total For Check 35037			<u>331.98</u>	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 35038 100-41900-50430	02/23/23	HENNEPIN COUNTY GOVERNMENT C	DOCUMENT FILING FEE	01.25.2024	02/08/24	66.00	35038
			Total For Check 35038			<u>66.00</u>	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Fund Totals:							
			Fund 100 GENERAL FUND			256,973.98	
			Fund 208 LAWFUL GAMBLING			15,000.00	
			Fund 408 PAVEMENT MANAGEMENT			47,600.08	
			Fund 416 CAPITAL-EQUIPMENT CERTS			1,303.90	
			Fund 422 DOWNTOWN IMPROVEMENT			295.00	
			Fund 601 WATER			1,170,779.34	
			Fund 602 SEWER			3,562.43	
			Total For All Funds:			<u>1,495,514.73</u>	

RESOLUTION NO. 2024-09

Motion By:
Seconded By:

**RESOLUTION AUTHORIZING EXPENDINGS FUNDS FROM THE
CITY’S LAWFUL GAMBLING CONTRIBUTION FUND TO BE CONTRIBUTED TO THE
NORTH HENNEPIN PIONEER SOCIETY**

WHEREAS, the Corcoran City Council adopted Ordinance 2016-313 establishing Chapter 116 of the City Code which regulates lawful gambling in the City of Corcoran;

WHEREAS, Section 116.07 of the City Code requires organizations operating lawful gambling in the City of Corcoran to contribute ten percent of the organization’s net profits derived from lawful gambling to a fund regulated by the City;

WHEREAS, on January 11, 2024, the City of Corcoran received a request from the North Hennepin Pioneer Society to contribute funds for a large maintenance project for the Burschville School Building;

WHEREAS, the City Council may expend the funds collected from lawful gambling on lawful purposes as defined by Minn. Stat. § 349.12 Subd. 25;

WHEREAS, Minn. Stat. § 349.12 Subd. 25 (a) (1) allows a contribution to a 501(c)(3) or festival organization;

WHEREAS, the North Hennepin Pioneer Society to be a lawful purpose under Minn. Stat. § 349.12 Subd. 25 (a) (1) as a 501(c)(3);

WHEREAS, upon receiving certification that the North Hennepin Pioneer Society will exclusively use any funds as a lawful purpose under Minn. Stat. § 349.12;

WHEREAS, the City Council finds that a contribution of \$15,000 to the North Hennepin Pioneer Society is appropriate;

NOW, THEREFORE, BE IT RESOLVED by the Corcoran City Council that the City of Corcoran is authorized expend \$15,000 from the City’s Lawful Gambling Contribution Fund to be contributed to the North Hennepin Pioneer Society for their requested maintenance project upon City staff receipt of confirmation that the funds will be exclusively utilized for a lawful purpose.

VOTING AYE

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

VOTING NAY

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

RESOLUTION NO. 2024-09

Whereupon, said Resolution is hereby declared adopted on this 8TH day of February, 2024.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

DRAFT

Quotes & Bills for the foundation repair of the Burschville School-Fall 2023

DBS Residential Solutions, Inc.

Stabilize Floor-	\$21,796.32
Labor & material for the installation of Smartjack XT	<u>\$ 8,187.34</u>

Dave's Floor Sanding

Sand & finish Red Oak floor 1 ½" Entry & classroom	\$ 4,600.00
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Menards

Subfloor, 2x2-8's and screws	\$ 356.00
Old red oak flooring-replacement	\$ 200.00

<u>Cost of repairing floor foundation</u>	<u>\$35,139.66</u>
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The North Hennepin Pioneer Society is requesting help of \$15,000 of the gambling funds to get the school open again for children to come and visit and explore the past!

Thank you!



North Hennepin Pioneer Society-Burschville School

City of Corcoran
8200 County Rd 116
Corcoran, MN 55340

December 26, 2023

Dear Corcoran City Council,

I am writing on behalf of the North Hennepin Pioneer Society. We are an organization that has maintained and cared for the Burschville School, District #107 since the society was founded in 1967. For over 55 years we have preserved and watched over the school and would hate to see it in disarray.

Over the years we have raised money for insurance, electricity, yard maintenance, repair, and replacement of damaged exterior wood, repainting the interior and exterior of the school. We have kept watch on maintenance issues that would need to be addressed in the future. The foundation repair was just one of the big expenditures coming up. We have a roof that will need replacement of wood shakes soon. It has been over 25 years since that was replaced.

We asked for a quote from several foundation companies 3 years ago knowing this would be a project coming forward. This summer we went back for another quote and found the cost had exceeded the first quote quite a bit. The school needed structural repair on the foundation. The center of the floor needed a steel beam installed the full length of the school and we would have to open the floor to get access. We do not have a crawl space. We received a donation of \$21,000 from a family who live in Corcoran and are members of the Society. Yet that still was not enough to cover the cost. It was an additional \$8,187.

Our school was one of the last operating schools in Hennepin County until it consolidated with the Buffalo School District in 1967. The then empty school was sold to our historical society to resupply with school items and reopen its doors to visitors. At one time there were a total of 8 one-room schools in Corcoran. At present time there are 3 used as private homes, 4 destroyed and only the Burschville School still standing and open as a one-room school of bygone years.

We are a 501©3 organization and we were accepted into the National Register of Historic Sites with the Minnesota Historical Society in 2018. It was a 4-year process, but we were able to qualify and be accepted.

We feel we are and can be an asset to the community now and in the future. Each spring we open our school to the St. John's Lutheran School to be used as a classroom for the 2nd grade class, to experience the life and times for the school children. For over 20 years St. John's have graced our doors with little ones and brought laughter back in the school. We would like to expand on this idea to open our doors for visits from other schools in the area in the future. We hold Summerfest each August to bring back former students, fundraise and hold an open house to all who come to see what school was like in the early 1900's.



North Hennepin Pioneer Society-Burschville School

Last June we were featured in Lakeland PBS Schoolhouse documentary intitled, "Monuments on Our Landscape." You can find us on: <https://1ptv.org/local-shows/local-specials/>

Our school was one of 5 selected one-room schools in Minnesota to be in this documentary. It is quite an honor for us and Corcoran.

We have continued to raise money at our annual Summerfest in August, but we feel we need to come forth and ask for your help by using the gambling funds the City has received. We want to complete the foundation and finish the floor. Three members of our society took out the center of the flooring, put down a subfloor and set the oak flooring back in place to save money. They put in more than 225 hours of combined time working on the floor. The flooring now needs to be sanded and finished to complete the project. We have a quote from a floor sanding company to add to our request.

We want to keep the school open and available to the citizens of Corcoran and the surrounding areas. Please assist us in doing just that. Thank you.

Sincerely,

Bonnie Maue, President
Dale Pomerleau, Vice-President
Deb Weinand-Secretary
Dee Cain-Treasurer

138.053 COUNTY HISTORICAL SOCIETY; TAX LEVY; CITIES OR TOWNS.

The governing body of any home rule charter or statutory city or town may annually appropriate from its general fund an amount not to exceed 0.02418 percent of estimated market value, derived from ad valorem taxes on property or other revenues, to be paid to the historical society of its respective city, town, or county to be used for the promotion of historical work and to aid in defraying the expenses of carrying on the historical work in the city, town, or county. No city or town may appropriate any funds for the benefit of any historical society unless the society is affiliated with and approved by the Minnesota Historical Society.

History: 1963 c 129 s 1; 1973 c 123 art 5 s 7; 1973 c 773 s 1; 1983 c 315 s 1; 1988 c 719 art 5 s 84; 1989 c 277 art 4 s 11; 1994 c 505 art 3 s 4; 2008 c 158 s 1; 2013 c 143 art 14 s 16; 1Sp2019 c 6 art 4 s 3

RESOLUTION NO. 2024-10

Motion By:
Seconded By:

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2024 ELECTION CYCLE

WHEREAS, a Presidential Nomination Primary will be held on March 5, 2024, a State Primary Election will be held on August 13, 2024, and a State General Election will be held on November 5, 2024; and

WHEREAS, MN Statute 204B.21, subd.2, requires election judges for precincts in a municipality be appointed by the governing body of the municipality; and

WHEREAS, the City of Corcoran has three voting precincts; and

WHEREAS, the following Minnesota residents have agreed to serve as election judges and have met the qualifications established by the State of Minnesota, or will be receiving training prior to the elections and will be eligible to serve after meeting the qualifications established by the State of Minnesota; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Corcoran hereby appoints the following persons to be eligible election judges for the 2024 Presidential Nomination Primary, State Primary, General Elections, with the understanding that amendments may be necessary to the appointments in order to fill vacancies and meet party splits; and approves payment of an hourly wage of \$10.00 per hour for elections judges and, \$10.50 per hour for head judges for election judge training, direct balloting assistance, and time served on election day.

Gail Propson	Elias Lemon
Angeline Linquist	Heidi Quimby
Lillian Wawra	Ken Guenthner
Patricia Tadych	Jayne Myhre
Sharon Ratke	Gayle Southwell
Sheila Schouviller	Angie Laschinger
Catherine Leuer	Susan Prsch
Bonnie Maue	RaeAnn Carter
Jan Stieg	Mike Cannon
Linda Faatz	Judy Cannon
Jane Heins	William Fehn
Bonnie Aksteter	Patrick Gillespie
Gerald Johnson	Pam Habeger
JoAnne Johnson	Bob Habeger
Marcia Johnsrud	Elizabeth Knudson
Dan Mesick	Karen Nerison
SarahJane Nichols	Vickie Nordberg
Susan Poulsen	Jerome Ruzicka
David Schmidt	Virginia Anderson
Deb Yager	Warren Nordstrom
Lori Herwig Rudolph	

RESOLUTION NO. 2024-10

VOTING AYE

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

VOTING NAY

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

Whereupon, said Resolution is hereby declared adopted on this 8th day of February, 2024.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-MN-0883**

Grantee Name: City of Corcoran

Grantee Address: 8200 County Rd. 116 Corcoran, MN 55340

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-MN-0883

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Corcoran (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$3,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____

Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



Memo

To: Kevin Mattson, PE, PW Director From: Ash Hammerbeck, PE
 Steve Hegland, PE
 Project/File: 227704426 Date: January 31, 2024
 Subject: Corcoran WTP - Pay Application #9

Council Action Requested

Staff is recommending Council to approve Pay Application #9 for the Corcoran Water Treatment Plant Project to Rice Lake Construction Group in the amount of \$1,119,575.00.

Summary

Rice Lake continued work on the project including surveying, building earthwork, structural testing, main level base slab and walls, detention tank walls, upper level concrete and clearwell decks, building reinforcing steel, backwash tank and clearwell insulations, underground water main, sanitary sewer and obtaining the necessary utilities and materials. This pay request is for the work performed through 1/31/2024.

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

Total Contract Value to Date	\$ 16,728,200.00
Work Completed to Date	\$ 5,686,852.64
5% Retainage	\$ 284,342.63
Amount Paid to Date	\$ 4,282,935.01
Total Pay App #8	\$ 1,119,575.00

Engineer’s Recommendation

We have reviewed the request and recommend approving Pay Application #9 to Rice Lake Construction Group in the amount of \$1,119,575.00 for the work completed and materials stored to date.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01/29/24

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/31/24

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: 173420014

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Insurance	\$100,000.00	\$100,000.00			\$100,000.00	100.00%		
2	Bonds	\$100,000.00	\$100,000.00			\$100,000.00	100.00%		
3	Mobilization	\$350,000.00	\$350,000.00			\$350,000.00	100.00%		
4	Demobilization	\$50,000.00						\$50,000.00	
5	Supervision	\$220,000.00	\$110,000.00	\$10,000.00		\$120,000.00	54.55%	\$100,000.00	
6	Layout/Surveying	\$15,000.00	\$7,500.00	\$1,000.00		\$8,500.00	56.67%	\$6,500.00	
7	Testing	\$25,000.00	\$12,000.00	\$2,000.00		\$14,000.00	56.00%	\$11,000.00	
8	Temporary Facilities	\$20,000.00	\$8,000.00	\$2,000.00		\$10,000.00	50.00%	\$10,000.00	
9	Winter Conditions	\$50,000.00	\$10,000.00	\$15,000.00		\$25,000.00	50.00%	\$25,000.00	
10	Safety	\$10,000.00	\$3,500.00	\$500.00		\$4,000.00	40.00%	\$6,000.00	
11	Weekly Cleanup (Labor)	\$10,000.00	\$3,500.00	\$500.00		\$4,000.00	40.00%	\$6,000.00	
12	Weekly Cleanup (Material)	\$10,000.00	\$3,500.00	\$500.00		\$4,000.00	40.00%	\$6,000.00	
13	Final Facility Cleaning (L & M)	\$5,000.00						\$5,000.00	
14	Disinfection (L & M)	\$15,000.00						\$15,000.00	
15	Final System Startup	\$5,000.00						\$5,000.00	
16	Allowances	\$50,000.00						\$50,000.00	
17	Capital Purchase Agency Agreement Compliance	\$1,000.00						\$1,000.00	
18	Facility Record Documents	\$500.00						\$500.00	
19	Building Earthwork (L & M)	\$450,000.00	\$375,000.00			\$375,000.00	83.33%	\$75,000.00	
20	Watertightness Testing (L&M)	\$20,000.00	\$12,000.00			\$12,000.00	60.00%	\$8,000.00	
21	Structural Testing & Special Inspections (L&M)	\$25,000.00	\$11,000.00	\$4,000.00		\$15,000.00	60.00%	\$10,000.00	
22	Concrete: General Conditions (L)	\$100,000.00	\$75,000.00	\$5,000.00		\$80,000.00	80.00%	\$20,000.00	
23	Concrete: General Conditions (M)	\$100,000.00	\$75,000.00	\$5,000.00		\$80,000.00	80.00%	\$20,000.00	
24	Footings (L)	\$15,000.00						\$15,000.00	
25	Footings (M)	\$25,000.00						\$25,000.00	
26	Waterstop (L)	\$20,000.00	\$14,500.00	\$2,000.00		\$16,500.00	82.50%	\$3,500.00	
27	Waterstop (M)	\$20,000.00	\$17,500.00	\$2,500.00		\$20,000.00	100.00%		
28	Detention Tank Walls (L)	\$80,000.00	\$20,000.00	\$60,000.00		\$80,000.00	100.00%		
29	Detention Tank Walls (M)	\$80,000.00	\$20,000.00	\$60,000.00		\$80,000.00	100.00%		
30	Detention Tank Base Slab (L)	\$70,000.00	\$70,000.00			\$70,000.00	100.00%		
31	Detention Tank Base Slab (M)	\$70,000.00	\$70,000.00			\$70,000.00	100.00%		
32	Filter Room Base Slab (L)	\$90,000.00	\$90,000.00			\$90,000.00	100.00%		
33	Filter Room Base Slab (M)	\$90,000.00	\$90,000.00			\$90,000.00	100.00%		
34	Filter Room Walls (L)	\$70,000.00	\$70,000.00			\$70,000.00	100.00%		
35	Filter Room Walls (M)	\$70,000.00	\$70,000.00			\$70,000.00	100.00%		
36	Lower Level Base Slab (L)	\$130,000.00	\$130,000.00			\$130,000.00	100.00%		
37	Lower Level Base Slab (M)	\$130,000.00	\$130,000.00			\$130,000.00	100.00%		

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01/29/24

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/31/24

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: 173420014

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
38	Main Level Base Slab (L)	\$90,000.00	\$70,000.00	\$20,000.00		\$90,000.00	100.00%		
39	Main Level Base Slab (M)	\$90,000.00	\$70,000.00	\$20,000.00		\$90,000.00	100.00%		
40	Main Level Walls (L)	\$80,000.00						\$80,000.00	
41	Main Level Walls (M)	\$80,000.00		\$20,000.00		\$20,000.00	25.00%	\$60,000.00	
42	Upper Level Concrete Decks (L)	\$130,000.00						\$130,000.00	
43	Upper Level Concrete Decks (M)	\$130,000.00		\$20,000.00		\$20,000.00	15.38%	\$110,000.00	
44	Topping Slabs (L)	\$40,000.00						\$40,000.00	
45	Topping Slabs (M)	\$40,000.00		\$5,000.00		\$5,000.00	12.50%	\$35,000.00	
46	Sidewalks (L & M)	\$10,000.00						\$10,000.00	
47	Misc. Walls (L)	\$5,000.00						\$5,000.00	
48	Misc. Walls (M)	\$5,000.00						\$5,000.00	
49	Building Reinforcing Steel (L)	\$60,000.00	\$40,000.00	\$20,000.00		\$60,000.00	100.00%		
50	Building Reinforcing Steel (M)	\$60,000.00	\$50,000.00	\$10,000.00		\$60,000.00	100.00%		
51	Precast Plank – (L)	\$25,000.00						\$25,000.00	
52	Precast Plank – (M)	\$100,000.00						\$100,000.00	
53	Rub/Patch Walls (L & M)	\$40,000.00	\$4,000.00			\$4,000.00	10.00%	\$36,000.00	
54	Misc. Concrete (L & M)	\$5,000.00						\$5,000.00	
55	Water Cure (L & M)	\$5,000.00	\$3,000.00	\$500.00		\$3,500.00	70.00%	\$1,500.00	
56	Clearwell Bottom Slab (L)	\$80,000.00	\$80,000.00			\$80,000.00	100.00%		
57	Clearwell Bottom Slab (M)	\$80,000.00	\$80,000.00			\$80,000.00	100.00%		
58	Clearwell Walls (L)	\$80,000.00	\$80,000.00			\$80,000.00	100.00%		
59	Clearwell Walls (M)	\$80,000.00	\$80,000.00			\$80,000.00	100.00%		
60	Clearwell Deck (L)	\$80,000.00	\$50,000.00	\$30,000.00		\$80,000.00	100.00%		
61	Clearwell Deck (M)	\$80,000.00	\$50,000.00	\$30,000.00		\$80,000.00	100.00%		
62	Clearwell Reinforcing Steel (L)	\$60,000.00	\$60,000.00			\$60,000.00	100.00%		
63	Clearwell Reinforcing Steel (M)	\$60,000.00	\$60,000.00			\$60,000.00	100.00%		
64	Backwash Tank Bottom Slab (L)	\$60,000.00	\$60,000.00			\$60,000.00	100.00%		
65	Backwash Tank Bottom Slab (M)	\$60,000.00	\$60,000.00			\$60,000.00	100.00%		
66	Backwash Tank Walls (L)	\$70,000.00	\$70,000.00			\$70,000.00	100.00%		
67	Backwash Tank Walls (M)	\$70,000.00	\$70,000.00			\$70,000.00	100.00%		
68	Backwash Tank Deck (L)	\$50,000.00	\$50,000.00			\$50,000.00	100.00%		
69	Backwash Tank Deck (M)	\$50,000.00	\$50,000.00			\$50,000.00	100.00%		
70	Backwash Tank Reinforce Steel (L)	\$40,000.00	\$40,000.00			\$40,000.00	100.00%		
71	Backwash Tank Reinforce Steel(M)	\$40,000.00	\$40,000.00			\$40,000.00	100.00%		
72	Concrete Outfall Structure (L)	\$5,000.00						\$5,000.00	
73	Concrete Outfall Structure (M)	\$5,000.00						\$5,000.00	
74	Masonry: General Conditions (L)	\$15,000.00						\$15,000.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01/29/24

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/31/24

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: 173420014

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
75	Masonry: General Conditions (M)	\$125,000.00						\$125,000.00	
76	Masonry: Exterior (L)	\$225,000.00						\$225,000.00	
77	Masonry: Exterior (M)	\$150,000.00						\$150,000.00	
78	Cavity Wall Insulation (L)	\$10,000.00						\$10,000.00	
79	Cavity Wall Insulation (M)	\$10,000.00						\$10,000.00	
80	Masonry: Interior (L)	\$65,000.00						\$65,000.00	
81	Masonry: Interior (M)	\$65,000.00						\$65,000.00	
82	Metals: General Conditions (L)	\$15,000.00	\$3,500.00	\$1,000.00		\$4,500.00	30.00%	\$10,500.00	
83	Metals: General Conditions (M)	\$175,000.00	\$27,500.00	\$25,000.00		\$52,500.00	30.00%	\$122,500.00	
84	Exterior Handrails/Stairs/Ladders (L & M)	\$25,000.00						\$25,000.00	
85	Interior Handrails/Stairs/Ladders (L&M)	\$45,000.00						\$45,000.00	
86	Metal Grating (L)	\$25,000.00						\$25,000.00	
87	Misc. Metals (L)	\$25,000.00						\$25,000.00	
88	Interior Access Hatches (L & M)	\$5,000.00						\$5,000.00	
89	Exterior Access Hatches (L & M)	\$5,000.00						\$5,000.00	
90	Wood Trusses (L)	\$20,000.00						\$20,000.00	
91	Wood Trusses (M)	\$30,000.00						\$30,000.00	
92	Rough Carpentry (L)	\$65,000.00						\$65,000.00	
93	Rough Carpentry (M)	\$35,000.00						\$35,000.00	
94	Finish Carpentry (L)	\$15,000.00						\$15,000.00	
95	Finish Carpentry (M)	\$15,000.00						\$15,000.00	
96	Plastic Fabrication (L)	\$1,500.00						\$1,500.00	
97	Plastic Fabrication (M)	\$1,500.00						\$1,500.00	
98	Fiberglass Grating (L)	\$8,500.00						\$8,500.00	
99	Fiberglass Grating (M)	\$25,000.00						\$25,000.00	
100	Dampproofing (L & M)	\$45,000.00						\$45,000.00	
101	Membrane Waterproofing (L&M)	\$125,000.00	\$80,000.00			\$80,000.00	64.00%	\$45,000.00	
102	Fluid Applied Waterproofing (L & M)	\$45,000.00						\$45,000.00	
103	Clearwell Insulation (L & M)	\$35,000.00	\$30,000.00	\$2,500.00		\$32,500.00	92.86%	\$2,500.00	
104	Backwash Tank Insulation (L & M)	\$35,000.00	\$30,000.00	\$2,500.00		\$32,500.00	92.86%	\$2,500.00	
105	Building Perimeter Insulation (L & M)	\$35,000.00	\$10,000.00			\$10,000.00	28.57%	\$25,000.00	
106	Translucent Wall Panels (L & M)	\$45,000.00						\$45,000.00	
107	Fiber Cement Siding (L&M)	\$45,000.00						\$45,000.00	
108	TPO Roofing (L&M)	\$181,000.00						\$181,000.00	
109	Firestopping (L & M)	\$5,000.00						\$5,000.00	
110	Metal Roofing (L & M)	\$125,000.00						\$125,000.00	
111	Metal Roofing Flashing & Trim (L&M)	\$15,000.00						\$15,000.00	

CONTINUATION SHEET			AIA DOCUMENT G703							
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.					APPLICATION NO:		9			
In tabulations below, amounts are stated to the nearest dollar.					APPLICATION DATE:		01/29/24			
Use Column I on Contracts where variable retainage for line items may apply.					PERIOD TO:		01/31/24			
					ENGINEER'S PROJECT NO:		173420014			
A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
112	Snow Retention System (L&M)	\$5,000.00						\$5,000.00		
113	Joint Sealers (L & M)	\$35,000.00						\$35,000.00		
114	Steel Doors and Frames (L)	\$25,000.00						\$25,000.00		
115	Steel Doors and Frames (M)	\$45,000.00						\$45,000.00		
116	FRP Doors and Frames (L)	\$7,000.00						\$7,000.00		
117	FRP Doors and Frames (M)	\$45,000.00						\$45,000.00		
118	Door Hardware (L&M)	\$20,000.00						\$20,000.00		
119	Overhead Doors (L&M)	\$27,000.00						\$27,000.00		
120	Painting (L&M)	\$264,000.00						\$264,000.00		
121	Windows (L & M)	\$25,000.00						\$25,000.00		
122	Gypsum Drywall (L & M)	\$5,000.00						\$5,000.00		
123	Acoustical Ceilings (L & M)	\$3,500.00						\$3,500.00		
124	Floor Treatment (L&M)	\$1,500.00						\$1,500.00		
125	Concrete and Masonry Sealer (L)	\$1,500.00						\$1,500.00		
126	Concrete and Masonry Sealer (M)	\$1,500.00						\$1,500.00		
127	Painting (L)	\$500.00						\$500.00		
128	Painting (M)	\$500.00						\$500.00		
129	Louvers/Vents (L & M)	\$13,000.00						\$13,000.00		
130	Signs (L & M)	\$5,000.00						\$5,000.00		
131	Subgrade Preparation (L)	\$15,000.00						\$15,000.00		
132	Aggregate Base (L & M)	\$25,000.00						\$25,000.00		
133	Site Preparation (L & M)	\$15,000.00						\$15,000.00		
134	Underground Water Main (L & M)	\$350,000.00		\$75,000.00		\$75,000.00	21.43%	\$275,000.00		
135	Water Main Valves and Hydrant (L & M)	\$35,000.00						\$35,000.00		
136	Storm Sewer (L&M)	\$125,000.00						\$125,000.00		
137	Sanitary Sewer (L & M)	\$350,000.00		\$125,000.00		\$125,000.00	35.71%	\$225,000.00		
138	Irrigation (L&M)	\$25,000.00						\$25,000.00		
139	Dewatering (L&M)	\$50,000.00	\$25,000.00	\$5,000.00		\$30,000.00	60.00%	\$20,000.00		
140	Erosion & Sediment Control (L&M)	\$5,000.00	\$5,000.00			\$5,000.00	100.00%			
141	Riprap (L&M)	\$5,000.00						\$5,000.00		
142	Flexible Paving (L&M)	\$95,000.00						\$95,000.00		
143	Concrete Paving (L&M)	\$35,000.00						\$35,000.00		
144	Concrete Curb & Gutter (L&M)	\$25,000.00						\$25,000.00		
145	Pavement Markings (L&M)	\$2,000.00						\$2,000.00		
146	Fences & Gates (L&M)	\$20,000.00						\$20,000.00		
147	Seeding & Restoration (L&M)	\$35,000.00						\$35,000.00		
148	Vegetation Establishment & Maintenance (L&M)	\$5,000.00						\$5,000.00		

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01/29/24

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/31/24

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: 173420014

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
149	Plants (L&M)	\$35,000.00						\$35,000.00	
150	Filter Equipment (L)	\$50,000.00						\$50,000.00	
151	Filter Equipment (M)	\$850,000.00	\$70,352.64			\$70,352.64	8.28%	\$779,647.36	
152	Filter Controls (L)	\$50,000.00						\$50,000.00	
153	Filter Controls (M)	\$50,000.00						\$50,000.00	
154	Filter System Startup	\$2,500.00						\$2,500.00	
155	Filter Equipment O&M's	\$500.00						\$500.00	
156	High Service Pumps (L)	\$15,000.00						\$15,000.00	
157	High Service Pumps (M)	\$150,000.00						\$150,000.00	
158	High Service Pumps O&M's	\$500.00						\$500.00	
159	High Service Pumps Testing and Startup	\$2,500.00						\$2,500.00	
160	Backwash Pump (L)	\$5,000.00						\$5,000.00	
161	Backwash Pump (M)	\$55,000.00						\$55,000.00	
162	Backwash Pump Testing and Startup	\$2,500.00						\$2,500.00	
163	Backwash Pump O&M's	\$500.00						\$500.00	
164	Well Pump (L)	\$5,000.00						\$5,000.00	
165	Well Pump (M)	\$45,000.00		\$30,000.00		\$30,000.00	66.67%	\$15,000.00	
166	Well Pump Testing and Startup	\$5,000.00						\$5,000.00	
167	Well Pump O&M's	\$500.00						\$500.00	
168	Valve Vault (L)	\$15,000.00						\$15,000.00	
169	Valve Vault (M)	\$15,000.00						\$15,000.00	
170	Pre-Engineered Building (L)	\$15,000.00						\$15,000.00	
171	Pre-Engineered Building (M)	\$450,000.00						\$450,000.00	
172	Submersible Pumps (L)	\$5,000.00						\$5,000.00	
173	Submersible Pumps (M)	\$20,000.00						\$20,000.00	
174	Submersible Pumps Testing and Startup	\$500.00						\$500.00	
175	Submersible Pumps O&M's	\$250.00						\$250.00	
176	Potassium Permanganate Feed Equipment (L)	\$5,000.00						\$5,000.00	
177	Potassium Permanganate Equipment (M)	\$20,000.00						\$20,000.00	
178	Potassium Permanganate Feed Equipment Startup	\$1,000.00						\$1,000.00	
179	Potassium Permanganate Equipment O&M's	\$500.00						\$500.00	
180	Chlorine Gas Feed Equipment (L)	\$5,000.00						\$5,000.00	
181	Chlorine Gas Equipment (M)	\$20,000.00						\$20,000.00	
182	Chlorine Gas Feed Equipment Startup	\$1,000.00						\$1,000.00	
183	Chlorine Gas Equipment O&M's	\$500.00						\$500.00	
184	Polyphosphate Feed Equipment (L)	\$5,000.00						\$5,000.00	
185	Polyphosphate Feed Equipment (M)	\$20,000.00						\$20,000.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01/29/24

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/31/24

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: 173420014

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
186	Polyphosphate Feed Equipment Startup	\$1,000.00						\$1,000.00	
187	Polyphosphate Feed Equipment O&M's	\$500.00						\$500.00	
188	Fluoride Feed Equipment (L)	\$5,000.00						\$5,000.00	
189	Fluoride Feed Equipment (M)	\$20,000.00						\$20,000.00	
190	Fluoride Feed Equipment Startup	\$1,000.00						\$1,000.00	
191	Fluoride Feed Equipment O&M's	\$500.00						\$500.00	
192	Initial Supply of Chemicals (L&M)	\$15,000.00						\$15,000.00	
193	Blower (L)	\$5,000.00						\$5,000.00	
194	Blower (M)	\$35,000.00						\$35,000.00	
195	Blower Startup	\$1,000.00						\$1,000.00	
196	Blower O&M's	\$500.00						\$500.00	
197	Blower Vibration Tests	\$250.00						\$250.00	
198	Cranes, Hoists, Lifting Hooks (L&M)	\$5,000.00	\$2,500.00			\$2,500.00	50.00%	\$2,500.00	
199	Window Treatments (L & M)	\$500.00						\$500.00	
200	Lab Furniture (L & M)	\$1,000.00						\$1,000.00	
201	Magnetic Flow Meters (L&M)	\$5,000.00						\$5,000.00	
202	Magnetic Flow Meters Startup	\$500.00						\$500.00	
203	Magnetic Flow Meters O&M's	\$500.00						\$500.00	
204	Mechanical: General Conditions	\$50,000.00	\$4,000.00	\$5,000.00		\$9,000.00	18.00%	\$41,000.00	
205	Metallic Process Pipe/Fittings (L)	\$850,000.00	\$45,000.00	\$15,000.00		\$60,000.00	7.06%	\$790,000.00	
206	Metallic Process Pipe/Fittings (M)	\$2,375,000.00	\$550,000.00	\$475,000.00		\$1,025,000.00	43.16%	\$1,350,000.00	
207	Plastic Process Piping/Fittings (M)	\$150,000.00						\$150,000.00	
208	Plastic Process Piping/Fittings (M)	\$150,000.00						\$150,000.00	
209	Pipe Identification (L)	\$5,000.00						\$5,000.00	
210	Pipe Identification (M)	\$5,000.00						\$5,000.00	
211	Valves and Accessories (L)	\$25,000.00						\$25,000.00	
212	Valves and Accessories (M)	\$85,000.00		\$20,000.00		\$20,000.00	23.53%	\$65,000.00	
213	Gauges (L)	\$5,000.00						\$5,000.00	
214	Gauges (M)	\$5,000.00						\$5,000.00	
215	Record Plan Process Drawings	\$250.00						\$250.00	
216	Pipe Insulation (L & M)	\$35,000.00						\$35,000.00	
217	Sanitary Below Ground (L)	\$45,000.00	\$45,000.00			\$45,000.00	100.00%		
218	Sanitary Below Ground (M)	\$45,000.00	\$45,000.00			\$45,000.00	100.00%		
219	Sanitary Above Ground (L)	\$55,000.00	\$2,000.00	\$2,000.00		\$4,000.00	7.27%	\$51,000.00	
220	Sanitary Above Ground (M)	\$55,000.00	\$2,000.00	\$5,000.00		\$7,000.00	12.73%	\$48,000.00	
221	Facility Storm Drainage (L)	\$35,000.00	\$25,000.00			\$25,000.00	71.43%	\$10,000.00	
222	Facility Storm Drainage (M)	\$35,000.00	\$25,000.00	\$10,000.00		\$35,000.00	100.00%		

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01/29/24

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/31/24

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: 173420014

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
223	Water Piping (L)	\$45,000.00						\$45,000.00	
224	Water Piping (M)	\$45,000.00		\$5,000.00		\$5,000.00	11.11%	\$40,000.00	
225	Clean-Outs (L)	\$2,500.00	\$500.00	\$500.00		\$1,000.00	40.00%	\$1,500.00	
226	Clean-Outs (M)	\$2,500.00	\$500.00	\$2,000.00		\$2,500.00	100.00%		
227	Floor Drains (L)	\$5,000.00	\$3,500.00			\$3,500.00	70.00%	\$1,500.00	
228	Floor Drains (M)	\$15,000.00	\$7,500.00	\$7,500.00		\$15,000.00	100.00%		
229	Wall Hydrants (L)	\$5,000.00						\$5,000.00	
230	Wall Hydrants (M)	\$5,000.00						\$5,000.00	
231	Plumbing Fixtures (L)	\$5,000.00						\$5,000.00	
232	Plumbing Fixtures (M)	\$15,000.00						\$15,000.00	
233	Sump Pumps (L)	\$15,000.00	\$11,000.00			\$11,000.00	73.33%	\$4,000.00	
234	Sump Pumps (M)	\$25,000.00	\$19,000.00			\$19,000.00	76.00%	\$6,000.00	
235	Water Heaters (L)	\$5,000.00						\$5,000.00	
236	Water Heaters (M)	\$25,000.00						\$25,000.00	
237	Sample Taps, Lines and Valves (L)	\$5,000.00						\$5,000.00	
238	Sample Taps, Lines and Valves (M)	\$5,000.00						\$5,000.00	
239	Record Plumbing Drawings	\$250.00						\$250.00	
240	Sheet Metal (L)	\$155,000.00						\$155,000.00	
241	Sheet Metal (M)	\$25,000.00						\$25,000.00	
242	Chimneys (L)	\$5,000.00						\$5,000.00	
243	Chimneys (M)	\$5,000.00						\$5,000.00	
244	Dampers (L)	\$5,000.00						\$5,000.00	
245	Dampers (M)	\$5,000.00						\$5,000.00	
246	Duct Insulation (L & M)	\$25,000.00						\$25,000.00	
247	Grilles/Registers/Diffusers (L)	\$5,000.00						\$5,000.00	
248	Grilles/Registers/Diffusers (M)	\$5,000.00						\$5,000.00	
249	Fans (L)	\$5,000.00						\$5,000.00	
250	Fans (M)	\$5,000.00						\$5,000.00	
251	Fans Startup	\$250.00						\$250.00	
252	Fans O & M Manuals	\$250.00						\$250.00	
253	Rooflop Units (L)	\$5,000.00						\$5,000.00	
254	Rooflop Units (M)	\$25,000.00						\$25,000.00	
255	Unit Heaters (L)	\$5,000.00						\$5,000.00	
256	Unit Heaters (M)	\$25,000.00						\$25,000.00	
257	Unit Heaters Startup	\$250.00						\$250.00	
258	Unit Heaters O & M Manuals	\$250.00						\$250.00	
259	Dehumidifier (L)	\$50.00						\$50.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01/29/24

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/31/24

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO: 173420014

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
260	Dehumidifier (M)	\$50.00						\$50.00	
261	Dehumidifier O&M's	\$50.00						\$50.00	
262	Dehumidifier Start Up	\$50.00						\$50.00	
263	Temperature Control (L & M)	\$15,000.00						\$15,000.00	
264	Temperature Controls Startup	\$5,000.00						\$5,000.00	
265	Temperature Controls O&M's	\$250.00						\$250.00	
266	Record HVAC Drawings	\$250.00						\$250.00	
267	Electrical: General Conditions	\$300,000.00	\$39,000.00	\$5,000.00		\$44,000.00	14.67%	\$256,000.00	
268	Temporary Electrical	\$50,000.00	\$50,000.00			\$50,000.00	100.00%		
269	Plant Controls (L)	\$65,000.00						\$65,000.00	
270	Plant Controls (M)	\$125,000.00						\$125,000.00	
271	Interior Fixtures and Lamps (L)	\$22,000.00						\$22,000.00	
272	Interior Fixtures and Lamps (M)	\$35,000.00						\$35,000.00	
273	Exterior Fixtures and Lamps (L)	\$5,000.00						\$5,000.00	
274	Exterior Fixtures and Lamps (M)	\$10,000.00						\$10,000.00	
275	Distribution Equipment (L)	\$125,000.00						\$125,000.00	
276	Distribution Equipment (M)	\$500,000.00	\$78,000.00			\$78,000.00	15.60%	\$422,000.00	
277	Branch/Feeder Circuits (L)	\$40,000.00	\$5,000.00	\$10,000.00		\$15,000.00	37.50%	\$25,000.00	
278	Branch/Feeder Circuits (M)	\$25,000.00	\$2,500.00	\$5,000.00		\$7,500.00	30.00%	\$17,500.00	
279	Generator (L)	\$10,000.00						\$10,000.00	
280	Generator (M)	\$125,000.00						\$125,000.00	
281	Fire Alarm (L&M)	\$1,000.00						\$1,000.00	
282	Security (L&M)	\$15,000.00						\$15,000.00	
283	Telephone (L&M)	\$5,000.00						\$5,000.00	
284	Card Access System (L&M)	\$15,000.00						\$15,000.00	
285	Plant Controls (L)	\$35,000.00						\$35,000.00	
286	Plant Controls (M)	\$125,000.00						\$125,000.00	
287	Computer Equipment (L&M)	\$70,000.00						\$70,000.00	
288	Electrical Record Drawings	\$500.00						\$500.00	
289	Plant Controls (M)	\$5,000.00						\$5,000.00	
290	Remote Site RTU's (L)	\$5,000.00						\$5,000.00	
291	Remote Site RTU's (M)	\$5,000.00						\$5,000.00	
292	Facility Controls Startup (L&M)	\$5,000.00						\$5,000.00	
293	Record Plant Control Documents	\$500.00						\$500.00	
294	Record Electrical Conduit and Wire Drawings	\$500.00						\$500.00	
295	Change Orders	\$0.00							

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01/29/24

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01/31/24

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ENGINEER'S PROJECT NO: 173420014

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
GRAND TOTALS		\$16,728,200.00	\$4,508,352.64	\$1,178,500.00	\$0.00	\$5,686,852.64		\$11,041,347.36	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

STAFF REPORT

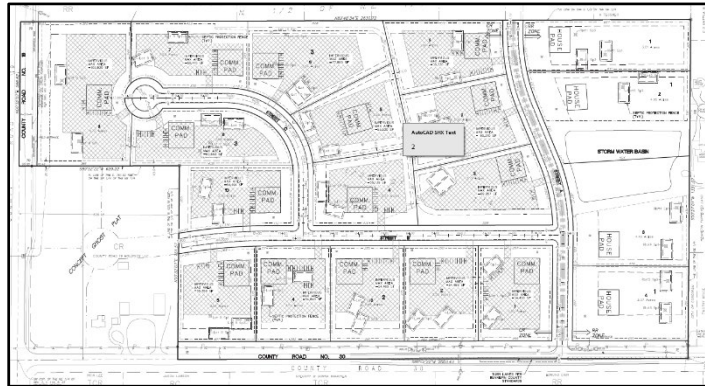
Agenda Item 8a.

City Council Meeting February 8, 2024	Prepared By Nicholas Ouellette through Kendra Lindahl
Topic Sketch Plan for 3019 Addition at PID 07-119-23-14-0003 (city file 23-027)	Action Required Feedback

Review Deadline: NA

1. Request

The applicant, Scherber and Associates, is requesting the opportunity to appear before the City Council to solicit informal comments on a sketch plan for a proposed subdivision of the 66.37-acre parcel located at northeast corner of County Road 19 and County Road 30 (PID 07-119-23-14-0003). The sketch plan proposes four residential lots and 15 commercial lots. Their request will also include a comprehensive plan amendment and rezoning for a portion of the site.



The applicant submitted a request for a Comprehensive Plan Amendment, Rezoning and Preliminary Plat for “3019 Addition” in October. That application was deemed incomplete. The applicant has now provided a written request pause the development application and bring this concept plan to the City Council for review and feedback.

2. Analysis

The applicant has submitted a narrative with their formal application and a new sketch plan detailing the proposed subdivision. The sketch plan shows four rural residential lots and 15 commercial lots. The sketch plan process provides an opportunity for the applicant to get information from the City that can be incorporated into a formal development application. The next steps would be:

1. Make Application for Comprehensive Plan Amendment, Rezoning and Preliminary Plat Complete.
2. Apply for Final Plat (and development contract)

Context

Zoning and Land Use

The western two-thirds of the property is guided Rural Service/Commercial and zoned Transitional Rural Commercial (TRC). The eastern third of the site is guided Rural/Ag Residential and zoned Rural Residential (RR). The site is located outside of the 2040 Metropolitan Urban Service Area (MUSA).

Surrounding Properties

The surrounding properties to the north and east are guided Rural/Ag Residential and zoned rural residential. Properties to the east and south are guided Rural/Ag Residential and Rural Service/Commercial. The properties to the south are zoned Transitional Commercial Rural, Rural Commercial and Rural Residential. Properties to the east are zoned Transitional Rural Commercial and Rural Residential.

Natural Characteristics of the Site

The 2040 Comprehensive Plan Natural Resources Inventory Areas Map identifies no natural resources on the subject property. Properties abutting the site to the east and northeast are identified as high quality natural communities. A small portion of the site on the east is in the Shoreland Overlay District.

Sketch Plan

Development Rights

The 66.37-acre site has seven development rights according to the development rights map. The proposed development of 19 lots (15 commercial and four residential lots) exceeds the number of development rights for the property.

Corcoran uses a development rights program as a method of managing development density in rural areas where municipal services are not planned and in Metropolitan Urban Service Areas (MUSA) where municipal services are planned but have not yet been provided.

The development rights program is unusual--cities manage density through minimum lot sizes. In Corcoran, the number of lots created outside the MUSA that are not planned for City services are restricted by the number of development rights. Historically, the development rights program has been more difficult to administer than a minimum lot size and tracking has been a challenge over the years due to inconsistent record-keeping at City Hall. However, landowners have been operating under this system for more than 40 years and it does allow more flexibility than a minimum lot size when development is proposed.

In 2003, the development rights map was a paper map with handwritten development rights. Parcels in 2003 showed development rights on both Rural Residential and Rural Commercial properties. In 2004, that existing map was digitized and has been maintained by staff has properties develop. Section 1070.070 of the Zoning Ordinance provides a process for a landowner to appeal the number of development rights on the zoning map and states that “ reflects the number of development rights remaining on properties zoned Agricultural and Rural Residential and is intended to show the maximum number of residential units that may be developed per individual property.” However, this is inconsistent with the map itself, which shows development rights on property zoned Rural Commercial and Transitional Rural Commercial.

Section 1040.020, Subd. 8 (UR District) and Section 1040.030, Subd. 7 (RR District) of the Zoning Ordinance regulates development density and “identifies the maximum number of residential units or *non-residential units* that may be developed” (*italics added*). The development rights program allows one development right for each 10 acres of land.

As part of a recent development proposal (Kariniemi Meadows), the City Council was asked to interpret how development rights should be applied in the Rural Commercial district because of the inconsistency in the ordinance and development rights map. The Council clarified that each lot in the Rural Residential and Rural Commercial districts requires a development right. This interpretation was applied to the subdivision and staff has shared this Council interpretation with all developers, including the applicant.

The applicant would like the Council to reconsider the application of this standard that development rights shall only be required for residential lots.

Applying development rights for residential lots only would permit the applicant to develop the commercial portion of the site with more lots than would be permitted if development rights for commercial lots is required. However, the development rights should be adjusted to reflect one development right per 10 acres for the remaining residential portion.

The applicant is proposing to adjust the portion of the site guided Rural/Ag Residential to be approximately 15.2 acres in area (through a comprehensive plan amendment and rezoning). Landowners are permitted one development right for each 10 acres of land, rounded to the nearest whole number. This would permit the applicant to develop two residential lots based on the proposed Rural/Ag Residential area of 15.2 acres. The remaining 51.17 acres of property guided Rural Service/Commercial would be permitted five commercial lots, utilizing the five remaining development rights based on the City Code interpretation previously provided by Council. If the Council changes the interpretation it would allow as many lots as can fit in compliance with the CR district standards and other performance standards in the City Code (15 are shown).

The Council should discuss the standard for applying development rights for both residential and commercial lots. Council has two options:

1. Reaffirm the current Council direction, which requires a development right to create a lot in the Rural Residential, Transitional Rural Commercial or Rural Commercial zoning districts. This would allow two residential lots and five commercial lots based on the land use proposed by the applicant.
 2. Modify the previous policy decision and eliminate the need for development rights in the Rural Commercial district.
 - a. Should the Council choose this option, staff recommends that the Council also clarify that any development rights available to a lot shall be based ONLY on the area zoned Rural Residential. It would be unfair to other landowners in the City to apply development rights differently than one development right per 10 acres for the remaining residential land.
 - b. In this case, it would mean that the applicant would be allowed two residential lots based on the current layout and unlimited commercial lots (provided the minimum CR district standard are met).
- Whichever direction the Council chooses, Council should direct staff to initiate a zoning text amendment to clarify the standard for the application of development rights. Staff recommends that the amendment be brought to March or April Planning Commission/City Council meetings.

Lot Standards

The sketch plan appears to show compliance with the Rural Residential and Rural Commercial districts lot standards, which requires the minimum standards as shown in the table below:

	Rural Residential	Rural Commercial
Lot Area	2 acres	2.5 acres
Minimum Lot Width	200 feet	100 feet
Minimum Lot Depth	300 feet	200 feet
Minimum Principal Structure Setbacks:		
Front, From Major Roadways	100 feet	100 feet
Front, From all other streets	50 feet	50 feet
Front Porch (≤ 120 square feet)	40 feet	n/a
Side	25 feet	20 feet
Rear	25 feet	20 feet
Adjacent to Residential	n/a	50 feet
Maximum Principal Building Height	35 feet	35 feet
Maximum Impervious Surface Coverage	n/a	50%

The proposed residential lots range in area from 3.01- to 4.65-acres in size and would comply with the lot dimension and setbacks for the Rural Residential district.

The 15 proposed commercial lots range in size from 2.5- to 3.57-acres in size and would comply with the lot dimensions and setbacks for the Rural Commercial district. However, the 15 proposed commercial lots exceeds the number of commercial lots permitted by the remaining five development rights, unless the Council changes the policy interpretation.

Proposed Uses

The proposed residential lots are single family homes and the proposed commercial lots are conceptually shown as office and warehousing developments (i.e. contractors operations). The conceptual buildings are 10,000 square feet in size with 8,000 square feet of warehousing space and 2,000 square feet of office space. There is extremely limited space for outside storage for these types of uses on the small lots shown, particularly once landscaping, septic, well and setback requirements are met.

Staff notes that the proposed uses suggested by the applicant and allowed by the Zoning Ordinance are similar to the uses in the historic downtown industrial area. Landowners and the City have noted that those lots are too small to reasonably accommodate current business operations. Those businesses have a limited ability to grow and several struggle to provide adequate parking. While the applicant's plans appear to comply with the minimum lots, staff believes that they will struggle to find quality users on such constrained lots and we have encouraged the applicant to consider larger lots.

Parking

Office uses require one space for each 200 square feet of floor area (at a minimum of 8 spaces). Warehousing uses require five spaces plus one space for each two employees on the largest shift. The concept shows 14 parking spaces provided for each lot. Depending on the number of employees for the largest shift for one lot, at least 15 parking spaces would be required for each commercial lot. Staff is concerned that the lots are too small to accommodate parking requirements and protect the primary and secondary septic systems. It is the developer's responsibility to ensure reasonable development can occur on each lot. The applicant has indicated that he intends to sell vacant lots to end users who would ultimately develop the lots. Eliminating lots would allow the developer to provide larger lots with more flexible space for future landowners.

Utilities

The entire site is situated outside the MUSA and will be served with well and septic. The applicant must provide information with the preliminary plat that shows primary and secondary septic sites can fit on each individual lot. It may be challenging to find two

viable septic sites per lot and leave adequate space for a commercial structure and required parking stalls. The applicant's plan shows two septic sites for each lot but has not received preliminary approval from Hennepin County as will be required prior to preliminary plat. Some of the lots show septic sites in the front yard, which historically have been a challenge for landowners as they work to protect both sites from construction impacts.

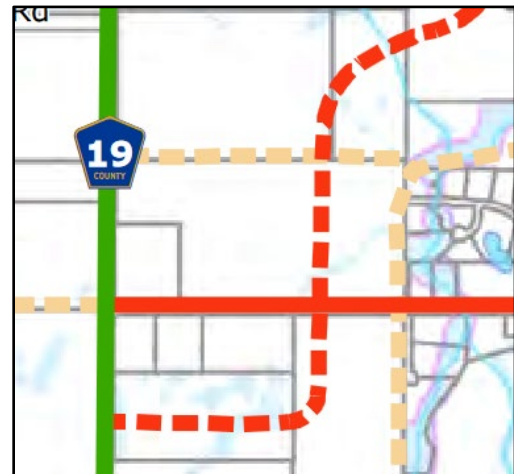
Access

The proposed access to the site is from County Road 30 in the southeast corner of the site and provides a street extension (Street A) to the parcel to the north. The applicant's narrative indicates the proposed access location from County Road 30 has been deemed acceptable by the Hennepin County Highway Department. Residential lots will have access from Street A. Access to the commercial lots is provided by a second street (Street B) and cul-de-sac (Street C), both interior to the site. Street B also provides an extension to the parcel abutting the site to the southwest for future access when the property is redeveloped.

Engineering staff is awaiting additional information from the applicant in order to complete the feasibility study for the site. The information from that study will be incorporated into the applicant's plans and be conditions of any approvals.

Trails and Sidewalks

The Parks and Trails plan in the Comprehensive Plan identifies a proposed on-road trail through the site and proposed off-road trail along the east and north property lines. The concept plan does not show either proposed trail. Plans should be revised to show the approximate location of future trails. A trail easement must be provided for staff review with a formal preliminary plat application. The City could discuss the location of the trail and possible access points throughout the site.



Stormwater

The City Engineer's memo provides detailed comments on stormwater for the proposed sketch plan. A stormwater basin is shown in the east portion of the site to accommodate stormwater for the proposed development. A stormwater management plan will be required with a preliminary plat to ensure compliance with City and Watershed standards for stormwater.

Wetlands

The applicant has provided a wetland report that indicates there are no wetlands on the site.

Floodplain

The site includes a small portion of floodplain along the east property line. As part of a formal submittal, the plans will need to indicate the areas that are considered floodway, flood fringe and general floodplain as defined in Section 1050.030 Subd. 3. Based on the revised boundaries of the districts covering the property, the corresponding standards from Section 1050.030 shall apply.

Shoreland

The eastern portion of the site is in the shoreland overlay district. The overlay district must be shown on the plans to ensure compliance with shoreland standards.

3. Recommendation

Staff recommends that the City Council review and discuss the sketch plan and provide the applicant with informal comments and direction on the application of development rights for the site.

Any opinions or comments provided to the applicant by the City Council are considered advisory only and shall not constitute a binding decision on the request.

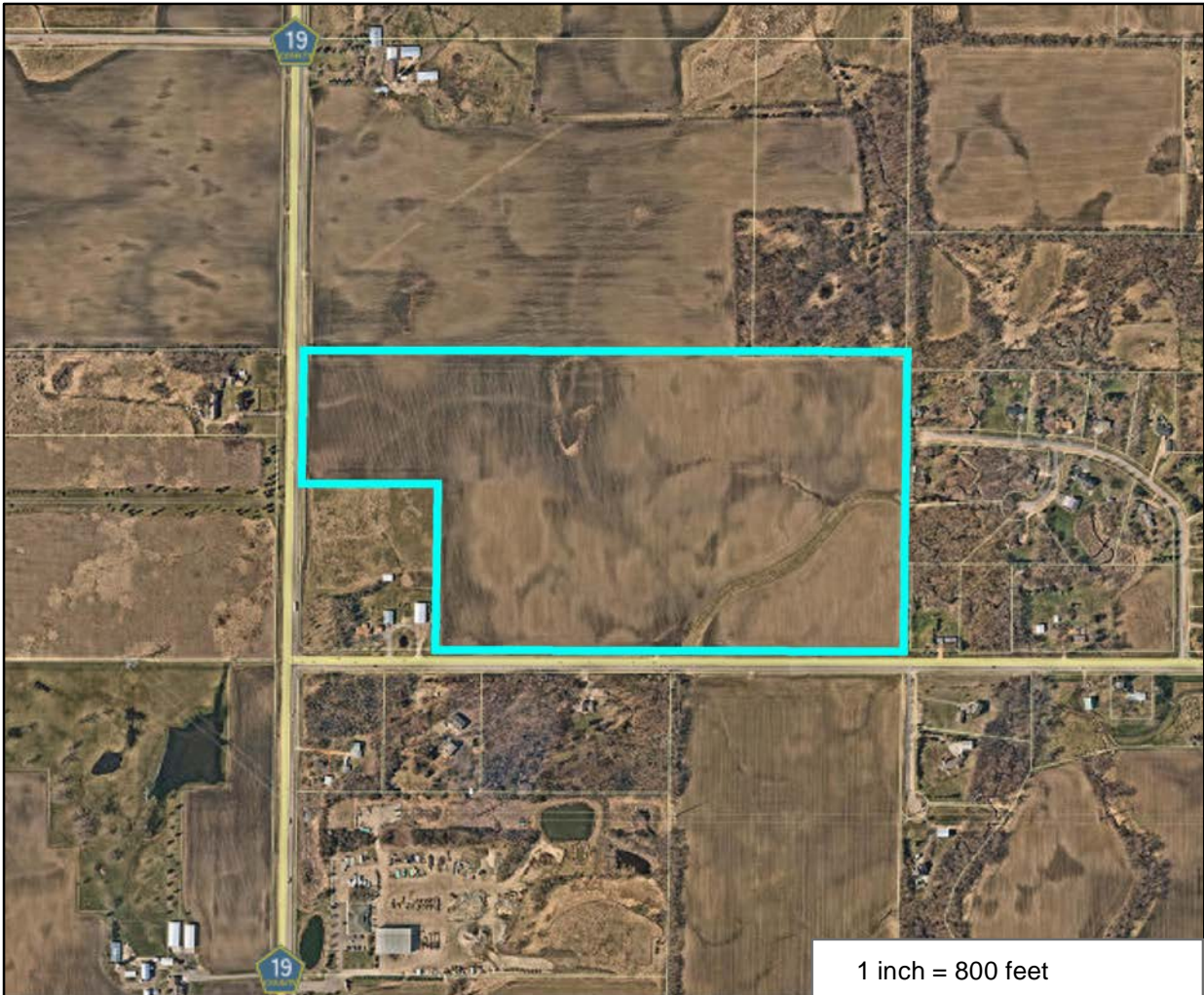
Attachments

1. Site Location Map
2. Sketch Plan dated January 24, 2024
3. Applicant Narrative dated October 17, 2023
4. City Engineer's Memo dated January 30, 2024
5. Land Use Map
6. Zoning Map
7. Parks and Trails Plan
8. Development Rights Map dated December 20, 2023
9. Development Rights Map dated 2001



Hennepin County Property Map

Date: 1/30/2024



PARCEL ID: 0711923140003

OWNER NAME: Craig Scherber & Assoc Inc

PARCEL ADDRESS: 52 Address Unassigned, Corcoran MN 00000

PARCEL AREA: 66.37 acres, 2,891,272 sq ft

A-T-B: Abstract

SALE PRICE: \$850,000

SALE DATE: 10/2021

SALE CODE: Warranty Deed

ASSESSED 2022, PAYABLE 2023

PROPERTY TYPE: Farm

HOMESTEAD: Non-Homestead

MARKET VALUE: \$730,000

TAX TOTAL: \$12,780.01

ASSESSED 2023, PAYABLE 2024

PROPERTY TYPE: Farm

HOMESTEAD: Non-Homestead

MARKET VALUE: \$570,900

Comments:

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

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CONCEPTUAL CR ZONE BUILDING USES AND PARKING REQUIREMENTS

ALL CONCEPTUAL CR ZONE BUILDINGS ON THIS PLAN ASSUMED THE FOLLOWING:
 OFFICE = 2,000 SF (20%)
 WAREHOUSE = 8,000 SF (80%)
 TOTAL = 10,000 SF

PARKING STANDARDS PER SECTION 1060.060:
 SETBACK FRONT: SAME AS STRUCTURE SETBACK IN CR ZONE
 SETBACK SIDE AND REAR: 10 FT
 FLOOR AREA: EXTERIOR DIMENSIONS MINUS 10%
 OFFICE: ONE SPACE PER 200 SF, MINIMUM 8 SPACES
 WAREHOUSING: ONE SPACE PER 1,500 SF

CONCEPTUAL BUILDING USES AND REQUIRED PARKING:
 OFFICE: 2,000 SF x 1/200 x 0.9 = 9 STALLS
 WAREHOUSING: 8,000 SF x 1/1,500 x 0.9 = 5 STALLS
 TOTAL REQUIRED = 14 STALLS

CONCEPTUAL CR ZONE IMPERVIOUS AREA

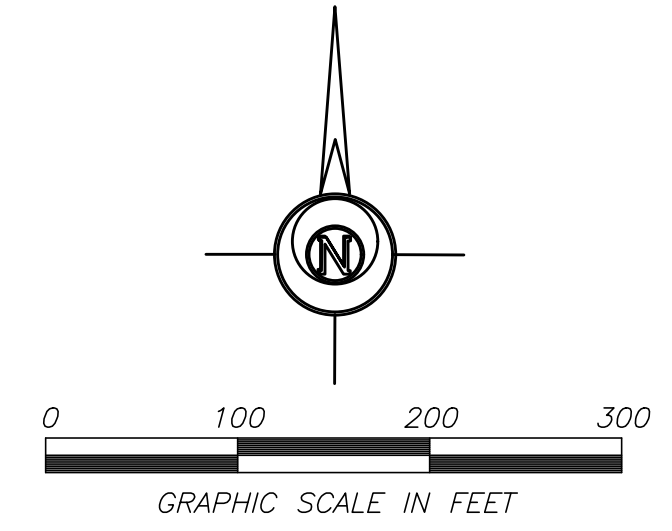
CR ZONE IMPERVIOUS AREA IS MAX. 50% OF LOT AREA
 CONCEPTUAL IMPERVIOUS AREA IS NOTED ON EACH LOT

LEGEND:

- 908 Existing Contours
- >> Existing Storm Sewer
- x 908.2 Existing Spot Elevation
- << Existing Storm Sewer
- < Existing Sanitary Sewer
- |— Existing Watermain Sewer
- T— Existing Telephone
- E— Existing Underground Electric
- T— Existing Tree Line
- R/W— Existing R/W Line
- Existing Boundary Line
- Existing Catch Basin
- Existing Manhole
- Existing Hydrant
- Existing Flared end Section
- Existing Overhead Electric
- Existing Easement
- Existing Drainage Ditch
- Proposed Lot Line
- Proposed Setback
- Proposed D&U Easement
- Possible Primary And Secondary Septic System Location (36x70=2,520 SF Each Site)
- Possible Well Location
- Zone Boundary
- Septic Protection Fence
- Conceptual Impervious Area

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
 NORTHWESTERN SURVEYING ENGINEERING, INC.
 P.O. BOX 3067
 BEMIDJ, MN 56601
 DATED: MARCH 11TH, 2021
 BENCHMARK:
 ELEVATIONS ARE ON THE NAVD88 VERTICAL DATUM
 DATUM ELEVATIONS ARE BASE ON MNDOT GEODETIC CONTROL STATION "WOLD MN053" ELEV=1016.62



PROJECT LOCATION

SOUTH 1/4 OF THE NE 1/4 OF THE SE 1/4 SECTION 7 TOWNSHIP 119, RANGE 23, HENNEPIN COUNTY, MINNESOTA.

CLIENT:
SCHERBER ASSOCIATES
 305 Lakeview Ave.
 Tonka Bay, MN 55331
 Craig Scherber
 612-810-8400

3019 ADDITION RESIDENTIAL & COMMERCIAL DEVELOPMENT PROJECT
 County Road No. 30
 Corcoran, Minnesota 55340
CONCEPTUAL CR ZONE PARKING & IMPERVIOUS AREAS PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Date: _____ Reg. No. _____
CIVIL ENGINEERING SITE DESIGN
 1118 East Broadway St.
 Monticello, Mn 55362
 Phone: 763-314-0929
 www.civiled.com

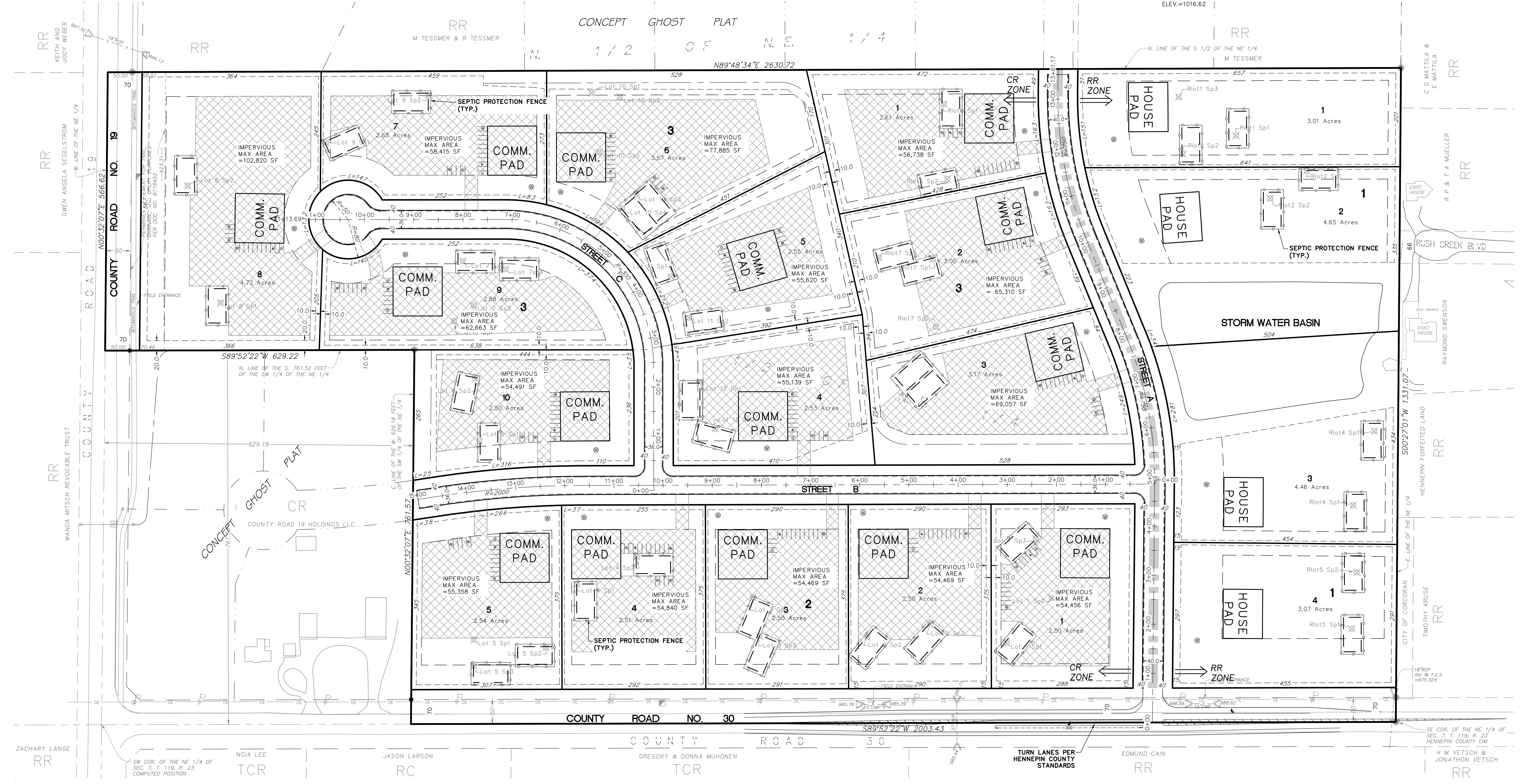
REVISIONS	DATE	BY	DESCRIPTION

HORIZONTAL SCALE 1" = 100' feet
 VERTICAL SCALE 1" = 10' feet

DATE	01/24/24
DRAWN BY	SD
DESIGNED BY	SD
CHECKED BY	SD

FILE NO. 00819

1/1
 Conceptual Parking & Impervious Areas Plan



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

Project Narrative:

The existing 66 acre property has current comprehensive plan land use of Rural Service/Commercial (west 1,640 ft) and Rural/Ag Residential (east 990 ft), and is currently zoned TCR (west 1,640 ft) and RR (east 990 ft).

We are applying for a comprehensive plan amendment to shift the boundary location between the two land uses approximately 490 ft to the east to align with a proposed north-south collector street. The location of the proposed north-south collector street has been determined appropriate to accommodate future street extension to the south and future street extensions to the north. The proposed north-south collector street intersection location with CSAH 30 has been deemed acceptable by Hennepin County Highway Department.

We are applying for rezoning from TCR to CR (west portion) similar to adjacent properties. We are also applying for adjustment of the boundary location between the CR (west portion) and RR (east portion) to align with the proposed north-south collector street, constant with the requested comprehensive plan amendment noted above.

We are applying for Preliminary Plat review for proposed subdivision and development of Rural Commercial lots on the west portion of the property, and Rural Residential lots on the east portion of the property. The project proposes 15 CR compliant lots and 4 RR compliant lots. All lots will have private well and septic systems on each lot.

Access to all lots would be by new public streets internal to the project. No lots will have direct access to CSAH 30 or direct access to CSAH 19. New public streets are extended to property boundaries at locations appropriate for future extension to adjacent properties.

Public street access to the development is proposed from CSAH 30 with left and right turn lanes constructed as required by Hennepin County Highway Department.

The developer will subdivide, construct drainage improvements, and construct public streets per city standards. The developer will not build houses, commercial buildings or site improvements on each lot. Lots will be sold to end users. End users will obtain site plan and building permits for construction of buildings and site improvements on each lot.

Landscape improvements will be installed by end users on each lot. Landscape design will satisfy base landscape requirements and buffer yard requirements where applicable.

No impacts are proposed to adjacent properties. Access for the development will be direct from County Road 30. Buffer yard landscape requirements will provide appropriate screening to adjoining properties.

Minimal impacts to utilities, parks, and natural environment are proposed by the project. Municipal utility services are not available, all lots will provide private well/septic utility services. The project will pay required park fees to accommodate additional park needs resulting from the project. Proposed stormwater management features address natural environment stormwater related concerns.

Schedule for development construction is Spring 2024 provided city approvals are obtained.

To: Kevin Mattson, PE, Public Works
Director

From: Kent Torve, PE, City Engineer
Steve Hegland, PE

Project: 3019 Addition Concept Plan

Date: January 30, 2024

Exhibits:

This Memorandum is based on a review of the 3019 Addition site concept plan by Scherber & Associates with the following documents;

- a. Concept Plan D 3019 site by Civil Engineering Site Design, dated 01/24/2024. The concept shows 4 single family units and 15 commercial lots.

Comments:General:

1. Comments provided are preliminary based on the Concept Plan provided. Additional comments should be anticipated on future submittals that include more details of the development.
2. In addition to engineering related comments per these plans, the proposed plans are subject to the review of planning, zoning, Public Safety, and all other applicable codes and standards of the City of Corcoran, NPDES, ECWMC, Hennepin County, etc.
3. A feasibility study will be conducted on the development with the preliminary plat approval to review the development impacts on transportation system, stormwater/drainage, and public utility system.
4. Adjacent development to the west has a current SIPA and is incorporating site improvements into the development. The adjacent grading and stormwater management shall be considered in the design of this development.

Plat:

5. The applicant shall show all drainage and utility easements and all platting requirements are met per the City Code. Drainage and utility easements shall be provided per City requirements.
6. Easements should be provided over all infrastructure used for the maintenance, conveyance and treatment of stormwater.
7. Easements should be provided over any/all public infrastructure as applicable.
8. Any existing easements should be provided to the City for review. Vacation of existing easements currently in place requires a City process and should be identified in the project schedule.

Transportation

9. The Comprehensive Plan identifies a minor collector to run north/south through the site. The location of the north/south roadway is sufficient for this minor collector location as it is located slightly farther from the intersection of County Road (CR) 19 and CR 30 which is a major intersection and also there are trees and wetlands which could be impacted if the roadway was aligned with the shared lot line to the south of CR 30.

10. Turn lanes along CR 30 into the proposed development are anticipated to be required by the County. Both an eastbound left turn lane and westbound right turn lane should be anticipated to be required.
11. Temporary cul-de-sacs will be necessary on both Street A and Street B.
12. An 80-foot dedicated Right of Way (ROW) is shown which is anticipated to be sufficient for the rural roadways.
13. ROW dedications are shown for both CR 30 and CR 19 of 70-feet which should be sufficient for the concept level. Actual ROW dedication requirements will be determined by Hennepin County and have previously typically been 65-feet of half ROW.
14. No trails or sidewalk systems are shown in the Concept Plan but may be necessary as required by City.
15. No road connection is shown to the adjacent development to the east. Preserving adequate ROW for the option for future looping or utilities should be reviewed by the City.

Stormwater

16. A stormwater management plan will be required for this development in accordance with City of Corcoran and Elm Creek Watershed Management Commission Standards.
17. Applicant shall reference the City of Corcoran Stormwater Guidelines for Development Review for standards for stormwater systems and modeling.
18. Wetland delineations for this site have been completed and any impacts will follow WCA protocols.
19. The wetland buffer zones and wetland buffer signage shall be clearly identified and labeled. If existing vegetation is proposed to be used as wetland buffer, these areas shall be reviewed with the City of Corcoran wetland specialist to determine if they are viable candidates.
20. The site discharges generally to the east to Rush Creek.
 - o A large drainage swale conveys water through the site through a drainage ditch from the south to the east of the site.
 - o An existing draitile is believed to drain from west to east across the site and connect to a additional draitile from the south of the site before it ultimately discharges to Rush Creek.
 - o The development shall identify the route and conditions of this draitile flow and its conveyance should be rerouted through the site without adverse impacts.
 - o Applicant shall investigate and document the condition, capacity and elevations of this draitile.
21. Site plans shall identify stormwater maintenance access routes to the ponds and all features of the stormwater management system.
22. 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.
23. If abstraction is required by ECWMC for the site, the City strongly prefers a NURP pond with filter bench (offset to one side of the pond) be used with an adequate maintenance access. The filter bench design is efficient from land use and requires less future maintenance as compared to other treatment options.
24. Due to the rural nature of Corcoran conveyance systems, offsite receiving waters will be evaluated to understand any impacts from additional drainage.
25. A floodplain is present along the very east side of the site. This floodplain elevation shall be defined and the development shall meet all City, watershed and other regulatory floodplain regulations.

January 30, 2024

3019 Concept Plan

Kevin Mattson

Page 3 of 3

26. It is assumed a regional stormwater system will collect and treat the stormwater from the entire development as individual stormwater treatment systems for each lot would be inefficient within the space provided.

Water/Sewer

27. Water and sewer will be provided via well and septic system.
28. The site layout shows the parking lots and layouts being utilized up to the septic systems. Working around and maintaining viable primary and secondary septic sites may compromise some of the usable space within the lots.
29. All septic systems shall be reviewed by and approved by Hennepin County.
30. Wells and septic systems will need to be reviewed for the regulatory setbacks within the development.



CITY OF CORCORAN

2040 COMPREHENSIVE PLAN

Map 2-1 2040 Future Land Use

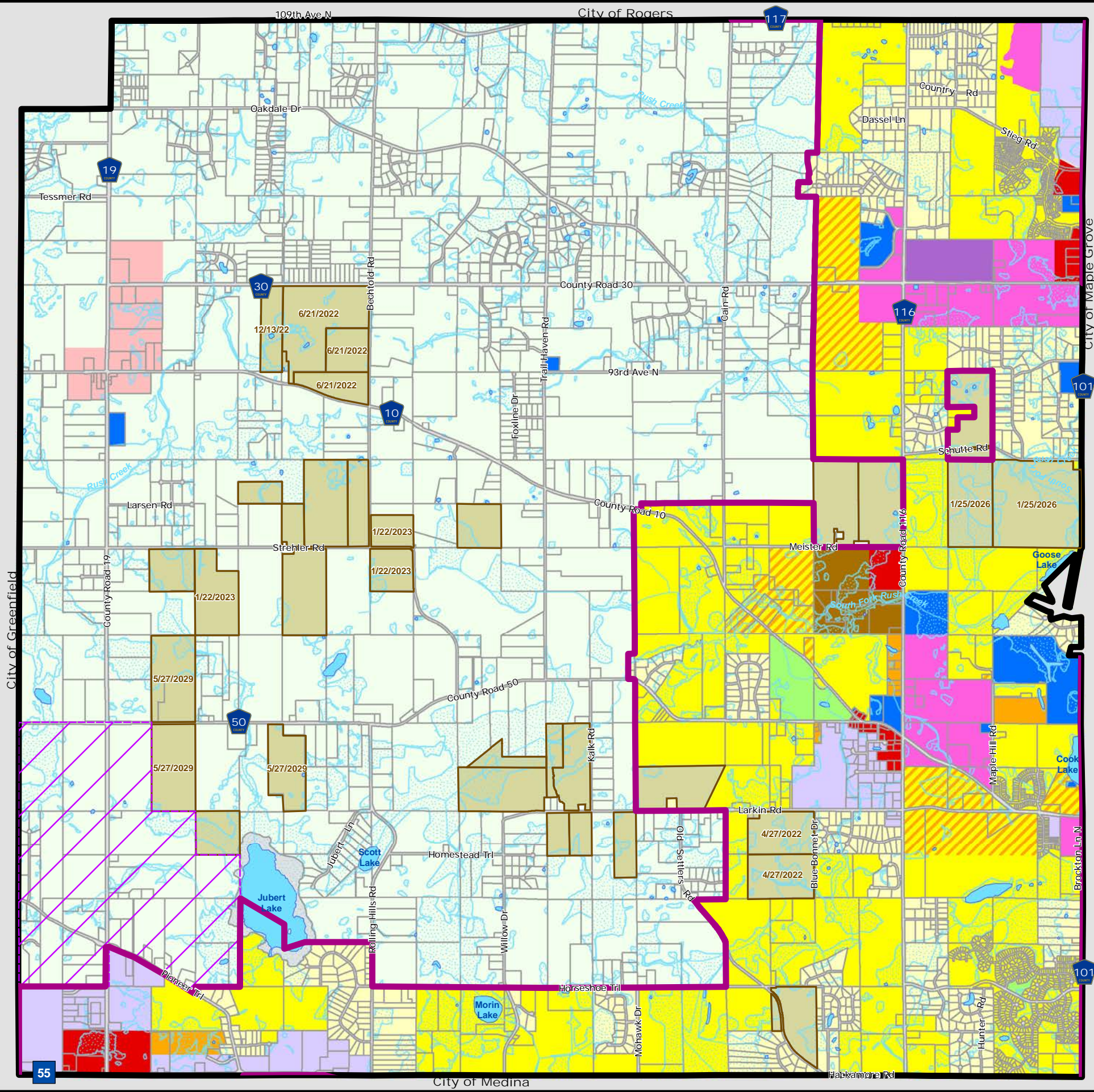
- Rural/Ag Residential
- Existing Residential
- Low Density Residential
- Medium Density Residential
- Mixed Residential
- High Density Residential
- Rural Service/Commercial
- Commercial
- Mixed Use
- Business Park
- Light Industrial
- Public/Semi-Public
- Parks/Open Space
- Agricultural Preserve (Date of Expiration)
- Open Water
- Parks/Open Space
- Municipal Boundary
- 2040 MUSA
- Future MUSA Expansion Area
- Parcel Boundaries
- Streams
- Lake/Open Water
- Wetlands

Source:
Revised National Wetland Inventory (MN DNR, 2009-2014)

3,000 1,500 0 3,000



Feet

































CITY OF CORCORAN

Official Zoning Map

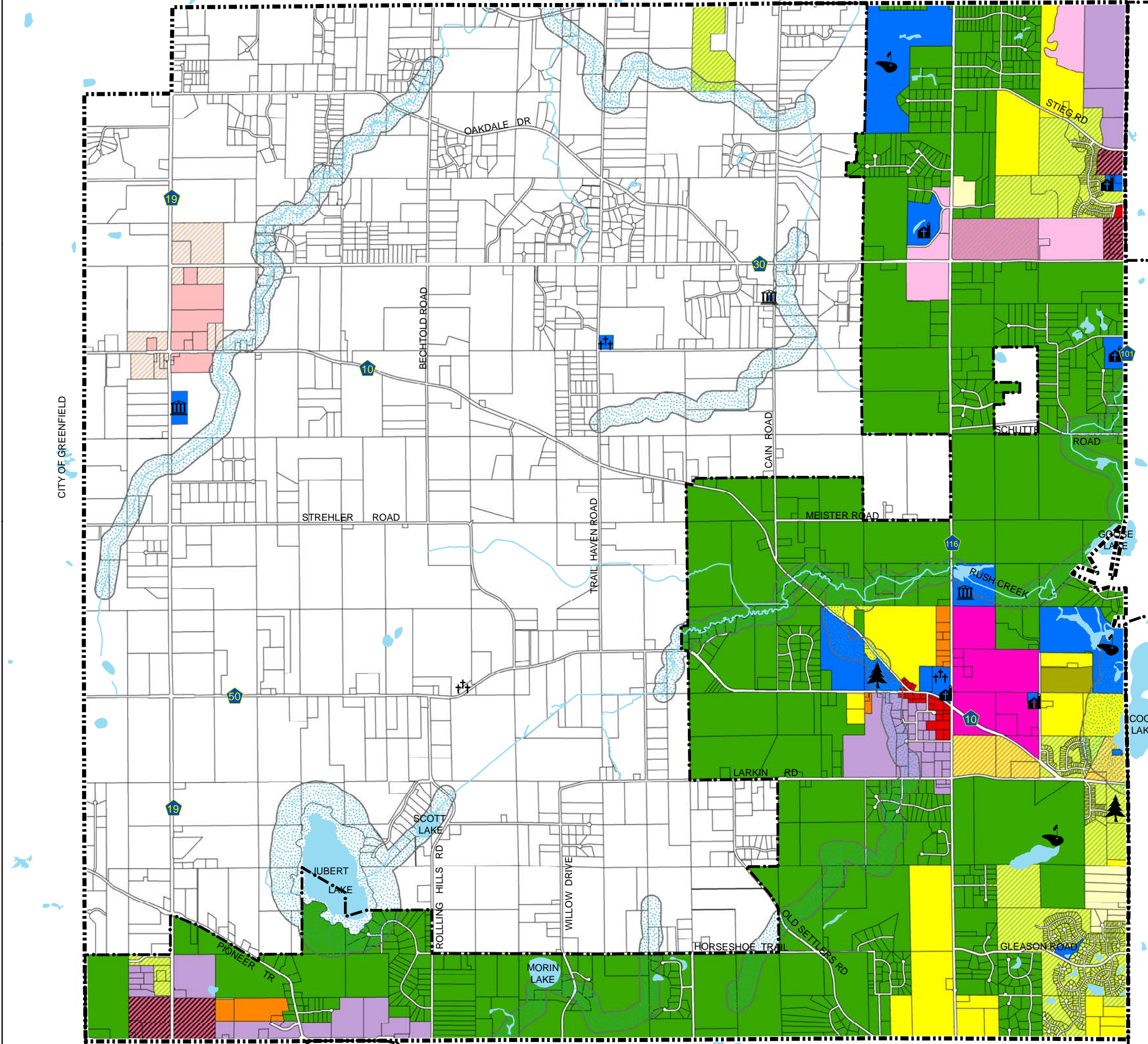
Zoning Districts:

-  UR Urban Reserve
-  RR Rural Residential
-  RSF-1 Single Family Residential 1
-  RSF-2 Single Family Residential 2
-  RSF-3 Single and Two Family Residential 3
-  RMF-1 Medium Density Residential
-  RMF-2 Mixed Residential
-  RMF-3 High Density Residential
-  MP Manufactured Home Park
-  P-1 Public / Institutional
-  TCR Transitional Rural Commercial
-  CR Rural Commercial
-  C-1 Neighborhood Commercial
-  C-2 Community Commercial
-  DMU Downtown Mixed Use
-  GMU General Mixed Use
-  BP Business District
-  I-1 Light Industrial
-  PUD Planned Unit Development
-  Cemetery
-  Church
-  Golf Course
-  Government Building
-  Public Park
-  2040 Metropolitan Urban Service Area
-  City Limit
-  Open Water
-  Shoreland Overlay District

3,000 1,500 0 3,000 Feet




Updated September 2020
Adopted June 2011



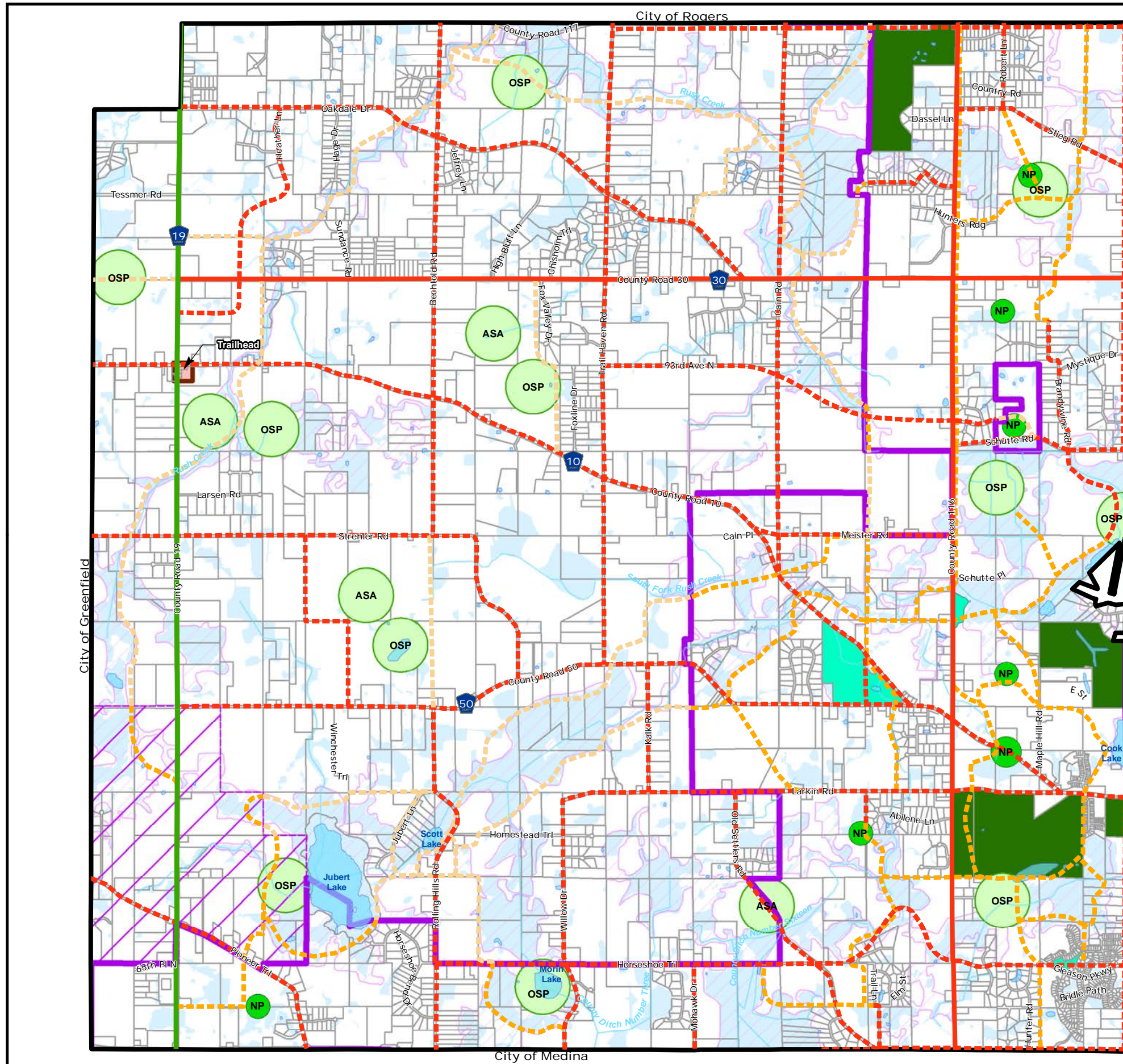
CITY OF GREENFIELD



CITY OF CORCORAN

2040 COMPREHENSIVE PLAN

Map 5-1 Parks and Trails Plan

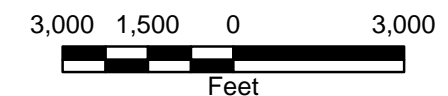


Existing Parks and Trails

- Regional Trail
- Existing On Road Trail
- City Park
- Trailhead
- Private Park/Open Space

Proposed Parks and Trails

- Proposed On Road Trail
- Proposed Off Road Trail
- Proposed Off Road Trail outside 2040 Development Area
- Neighborhood Park
- Community Park
- Greenway Corridor
- Municipal Boundaries
- 2040 MUSA
- Future MUSA Expansion Area
- Parcel Boundaries
- Streams
- Lake/Open Water
- Wetlands



Path: L:\2294\100\2040CompPlan\Parks and Trails Map.mxd
Date: 1/15/2019 Time: 1:22:31 PM User: Shu.JC0243



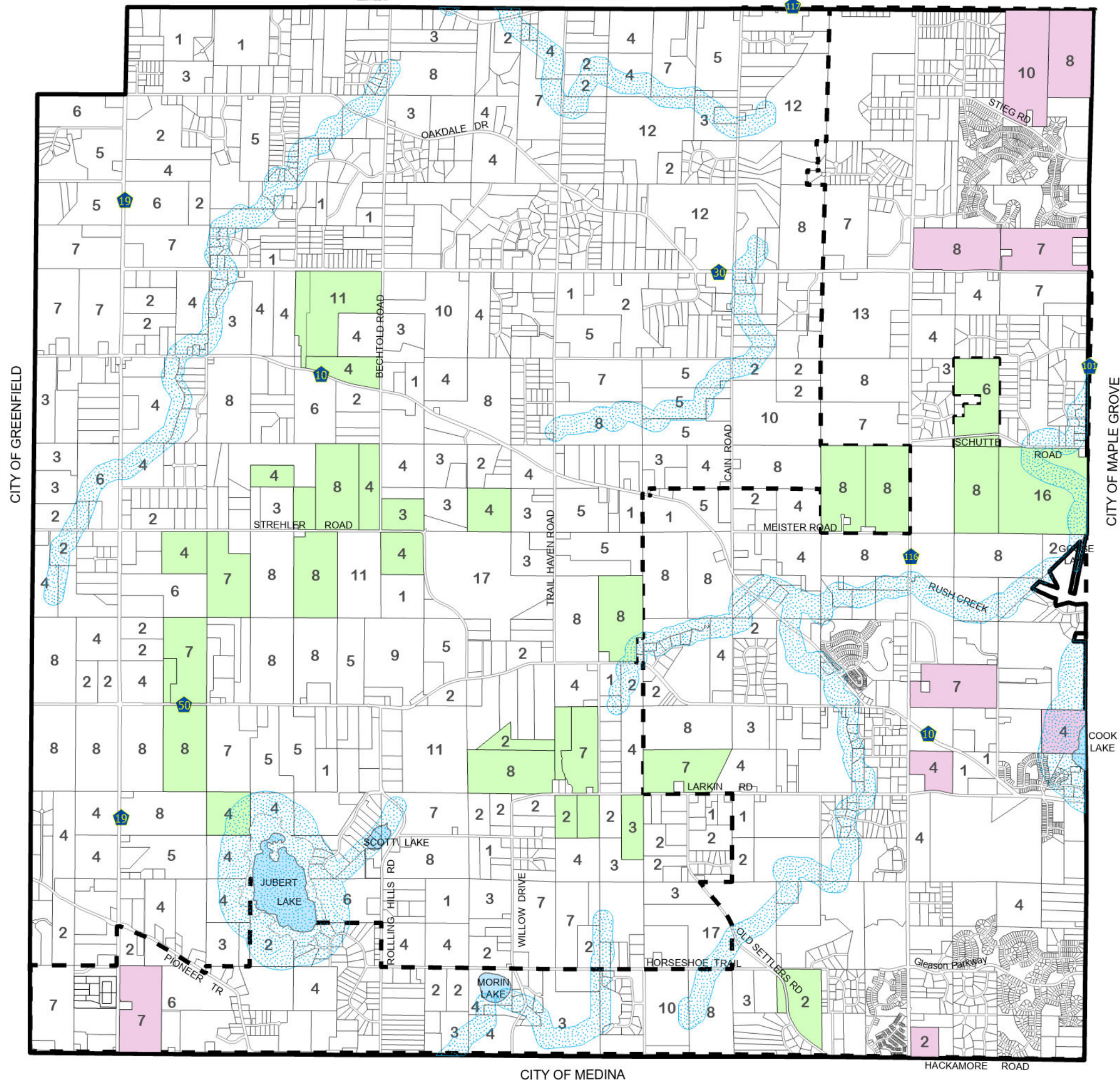
CITY OF CORCORAN

Development Rights Map

Last updated December, 2023

Legend

- 2040 Municipal Urban Service Area (MUSA)
- Parcels enrolled in Agricultural Preserve
- Parcels within the 2040 MUSA not zoned Urban Reserve
- Lakes
- Shoreland Overlay District



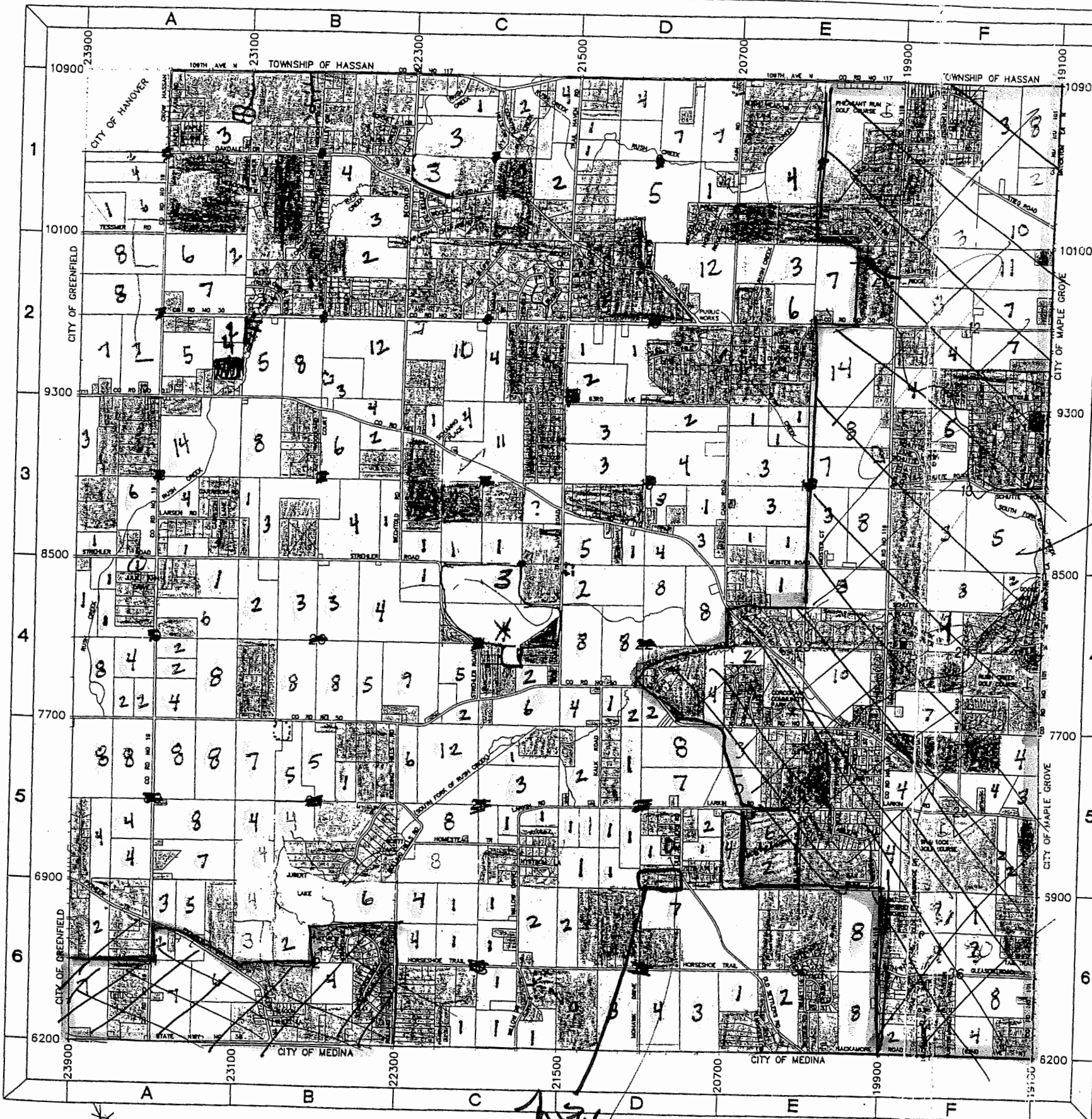
*Building rights shown do not account for any existing homes on the lot. Existing homes will count toward the allowed development rights.

*Existing vacant lots of record which show no building rights may have one building right remaining. Please consult with the Planning Department to confirm the actual number of building rights.

641 x 1.5 = 1037

DRAFT

Just show remaining for now



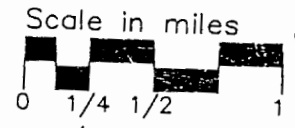
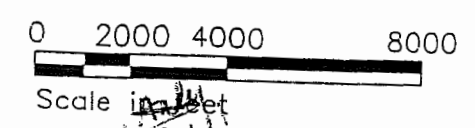
CITY OF CORCORAN STREET MAP



A ABILENE LANE AUGER AVENUE	E-5 E-5	H HACKMORE CIRCLE HACKMORE ROAD HAGE DRIVE HEATHER LANE HIDDEN PONDS DRIVE HIDDEN VALLEY DRIVE HIGHLAND RIDGE ROAD HILLSIDE DRIVE HOMESTEAD TRAIL HORSESHOE BEND DRIVE HORSESHOE TRAIL HUNTER LANE HUNTER ROAD HUNTERS RIDGE	F-6 F-6 B-1 B-1 D-1 B-1 C-9 D-1 E-1 C-5 B-6 C-6 F-6 F-6 F-2	R ROBERT LANE ROLLING HILLS ROAD RUSH CREEK BOULEVARD RUSH CREEK DRIVE RUSH MEADOW LANE	F-1 C-5 B-2 B-1 E-1
B BECHTOLD ROAD BLUE BONNET DRIVE BRANDYWINE ROAD BUCKSKIN TRAIL BUTTERWORTH LANE	B-2 E-5 F-3 E-5 E-6	J JACKIE LANE JEFFREY LANE JUBERT LANE JULIE ANN DRIVE	D-2 C-1 C-1 F-2 C-2 E-5 D-2 E-5 E-4 E-4 F-1 C-1 D-3 A-1 A-2 D-4 F-1 E-3 E-1 F-1 B-2	K KALK ROAD	D-5
C CAIN ROAD CHAPARRAL CIRCLE CHAPARRAL LANE CHERRY LANE CHISHOLM TRAIL CIMARRON CIRCLE CIRCLE LANE COMMERCE STREET CORCORAN TRAIL EAST CORCORAN TRAIL WEST COUNTRY CIRCLE EAST COUNTRY HILLS DRIVE(CR 117)* COUNTRY ROAD 10 COUNTRY ROAD 19 COUNTRY ROAD 30 COUNTRY ROAD 50 COUNTRY ROAD 101 COUNTRY ROAD 116 COUNTRY ROAD 117 COUNTRY ROAD CREEKVIEW CIRCLE	D-2 C-1 C-1 F-2 C-2 E-5 D-2 E-5 E-4 E-4 F-1 C-1 D-3 A-1 A-2 D-4 F-1 E-3 E-1 F-1 B-2	L LAKEVIEW CIRCLE LARKIN ROAD LARSEN ROAD LILY POND LANE	B-6 E-5 A-3 D-2	M MAPLE HILL ROAD MAPLE LANE MAPLE LANE EAST MEADOW CIRCLE MEADOW LANE MEISTER CIRCLE MEISTER ROAD MOHAWK DRIVE MYSTIQUE DRIVE	F-4 A-1 A-1 D-2 D-2 E-3 E-3 D-6 F-3
D DARRELL LANE DASSEL LANE DUFFNEY CIRCLE DUFFNEY DRIVE	E-1 E-1 E-2 E-2	N NYSTROM LANE	C-5	O OAKDALE DRIVE OAK RIDGE ROAD(CR 116)* OLD SETTLERS ROAD OLDE STURBRIDGE DRIVE OLDE STURBRIDGE ROAD	B-1 E-5 E-6 F-6 F-6
E EAGLE RIDGE ROAD EBERT ROAD ELM RIDGE CIRCLE ELM STREET	D-4 D-2 F-6 E-6	P PARK TRAIL ROAD PATRICK PLACE PIONEER TRAIL	F-6 F-2 A-6	V VALLEY VIEW ROAD	E-6
F FOX VALLEY DRIVE FOXUNE DRIVE	C-2 C-3	W WAGON WHEEL LANE WILLOW DRIVE WINCHESTER TRAIL(CR 50)* WOODLAND COURT(CR 10)* WOODLAND LANE WHITE TAIL TRAIL(CR 101)*	B-6 C-6 B-5 B-3 C-1 F-6	NUMBERED STREETS 62nd AVENUE NORTH 63rd AVENUE NORTH 66th AVENUE NORTH 70th AVENUE NORTH 75th AVENUE NORTH 81st PLACE NORTH 93rd AVENUE NORTH 97th AVENUE NORTH 109th AVENUE NORTH	F-6 F-6 F-6 D-5 E-5 F-4 D-2 A-2 A-1
G GARDEN LANE GARRISON LANE GARRISON ROAD GLEASON ROAD	B-2 A-3 A-3 F-6				

include future most

his sinks
Minks
Blair "0"
look up plate



SYMBOLS

	CITY HALL		GOLF COURSE
	PUBLIC WORKS		CEMETERY
	CHURCH		SECTION NUMBER
	PARK AREA		

MOST CURRENT

total per site (may include existing homestead) remaining building rights.

All rights used.

1/30



STAFF REPORT

Agenda Item: 9a.

Council Meeting February 8, 2024	Prepared By Kathy Hughes
Topic Organics Recycling	Action Required Direction

Summary

In 2023, per Hennepin County’s Ordinance 13, State Law, and Minnesota’s Pollution Control Agency’s recycling requirement, the City had two options in order to comply with the organics recycling requirements:

1. City provides an organics recycling drop-off container for residents to use.
2. City required haulers to provide curbside organics recycling to residents. This has been in place since 2022.

At the January 11, 2024, Council meeting, it was brought to staff’s attention community members have been billed by a local waste hauler for organics recycling and they did not sign up to participate. During the August 24, 2023, Council meeting, Council chose not to provide an organics recycling drop-off container for residents to use. The residents who wanted to participate in organics recycling then signed up for curbside organics recycling through their solid waste hauler. Solid waste haulers must charge all customers for curbside organics based on Minnesota State Statute § 115A.93 subd. 3(c) which states, “A licensing authority shall prohibit mixed municipal solid waste collectors from imposing a greater charge on residents who recycle than on residents who do not recycle”.

One resident asked if the City was exempt from Hennepin County Ordinance 13 based on being a fourth-class city defined in Minnesota State Statute § 410.01, not more than 10,000 inhabitants. The City would have qualified for an exemption to provide curbside if we complied with the requirement to establish a local drop off site (or contract with another city for one and get that agreement approved by Hennepin County).

The City can provide a organics drop-site for residents, but solid waste haulers who are currently billing residents can continue to do so.

Options

1. The City can negotiate a new contract with our existing recycling hauler to discuss reducing monthly costs to residents for organics recycling. Our current contract for recycling does not include organics recycling and expires on December 31, 2024.
2. A Request for Proposal for curbside organics recycling includes reaching out to the four licensed solid waste haulers in the City to obtain bids on organics recycling.

These options will need more discussion with our City Attorney.

Financial/Budget

Cost for staff time to manage and implement a new process, new contract, and maintain the SCORE funding grant through Hennepin County.

Council Action

Direct staff on an option.

Attachments

1. Hennepin County Ordinance 13
2. Minnesota State Statute § 115A.93
3. Minnesota State Statute § 410.01

ORDINANCE NUMBER THIRTEEN
RECYCLING
FOR HENNEPIN COUNTY

Adopted by the
Hennepin County Board of Commissioners
October 30, 1986

Amended on November 27, 2018

Section I Definitions
Section II General Provisions for Cities
Section III General Provisions for Multifamily Housing
Section IV General Provisions for Commercial Generators
Section V Shared Provisions for Multifamily Housing and Commercial Generators
Section VI Violations
Section VII Separability
Section VIII Provisions are Accumulative

Purpose

This Ordinance regulates the separation of Mixed Recyclables and Organic Material from Waste by Generators. This Ordinance is consistent with County adopted goals established by the Minnesota Pollution Control Agency in its Metropolitan Solid Waste Management Policy Plan and mandated by Minnesota Statute, section 115A.551, subdivision 2a, requiring a 75 percent Recycling rate by 2030. This Ordinance satisfies statutory obligations and is authorized pursuant to authority in Minnesota Statutes, section 115A.551 – 115A.553, and 473.811. The County Board of Hennepin County, Minnesota, does therefore ordain this Ordinance Thirteen.

SECTION I DEFINITIONS

The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section.

“Anaerobic Digestion” means the process during which microorganisms break down Organic Material in the absence of oxygen in an enclosed vessel to produce energy and beneficial soil or agricultural supplements.

“Back-of-House” means the kitchen, food preparation, dishwashing, and storage areas of a commercial establishment that are not accessed by customers or the public.

“Beneficial Use” means an activity that serves to reuse nutrients through processing of Organic Material, such as consumption by humans or animals, Composting, Anaerobic Digestion, and additional methods as designated by the Department in collaboration with local facilities that manage Organic Material and further defined in Section IV.

“Bin” means any receptacle including but not limited to a barrel or cart that is used for the Collection, storage, or transport of Waste to a Collection Container serviced by a Hauler for transport to a Disposal Facility, Organic Material Management Facility, or Materials Recovery Facility.

“Bulky Items” means those items that are not included in regular Collection Service by a Hauler and include large items like mattresses and furniture that cannot fit into Collection Containers.

“Bureau” means the County Violations Bureau.

"Cities" mean statutory and home rule charter cities authorized to plan under Minnesota Statutes, sections 462.351 to 462.364.

"Collection" means the aggregation of Waste from the place where it is generated and includes all activities up to the time when the Waste is delivered to a Materials Recovery Facility, Organic Material Management Facility, or a Disposal Facility.

“Collection Container” means the receptacle that is provided, designated, and serviced by the Hauler for the Collection of any Waste, including but not limited to barrels, carts, dumpsters, roll-off containers, or compactors.

“Collection Service” means a service providing scheduled Collection of any Waste.

“Commercial Composting Facility” means a site used to compost Organic Material, including Food Scraps, which have been Source Separated as defined in Minnesota Rules, part 7035.0300, Subpart 105b, and which meets applicable State and local requirements for composting Organic Material.

“Commercial Generator” means an entity that is neither housing with Curbside Collection nor Multifamily Housing.

“Compost” means the product resulting from the controlled biological decomposition of Organic Material that has been sanitized through the generation of heat during the composting process and stabilized to the point that it is beneficial to plant growth and can be used as a soil amendment without further processing.

“Compostable” means that a material or product will biodegrade without leaving a residue or any toxicity in the soil. Any compostable plastics or lined papers must meet ASTM D6400 and ASTM D6868, respectively, as certified by the Biodegradable Products Institute or other similar independent certification bodies.

“Composting” means the controlled biological decomposition of Organic Material through an aerobic method of accelerating natural decomposition.

"County" means Hennepin County.

"County Board" means the Hennepin County Board of Commissioners and authorized representatives.

"Covered Generators" are any Commercial Generators of Organic Material that must comply with this Ordinance as stated in Section IV.

"Curbside Collection" means the pickup of Waste from residential households that are single family through fourplex and other residential households where each household has its own Collection Container, such as a townhouse.

"Department" means the Hennepin County Environment and Energy Department.

"Disposal Facility" means a Waste facility permitted by the Minnesota Pollution Control Agency (MPCA) that is designed or operated for the purpose of disposing of Waste on or in the land together with any appurtenant facilities needed to process Waste for disposal or transfer to another Waste facility.

"Food Scraps" means all material resulting from the production, storage, preparation, processing, cooking, handling, selling, or serving of food for human or animal consumption, including but not limited to, meats, grains, dairy, fish, fruits, and vegetables.

"Food-to-Animal Programs" means all Food-to-Animal-Feed Processing and Food-to-Livestock programs.

"Food-to-Animal Feed Processing" means the process of using grains, cereals, vegetable and animal by-products to create a feed for animals.

"Food-to-Livestock" means the process of re-using and recycling food and Food Scraps as feed for livestock, subject to regulation in Minnesota Statutes, sections 35.751 and 35.76.

"Generation" means the act or process of producing Waste.

"Generator" means any Person who generates Waste.

"Hauler" means any Person who owns, operates or leases vehicles for the primary purpose of Collection and transportation of any type of Waste.

"Household Hazardous Waste" means materials generated in a residential household, which includes any dwelling from a single unit to Multifamily Housing properties, that are in solid, semi-solid, liquid, or contained gaseous form that, because of quantity, concentration, or chemical, physical, or infectious characteristics, may (a) cause or

significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (b) pose substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to, explosives, flammables, oxidizers, poisons, irritants, and corrosives. Household Hazardous Waste does not include source, special nuclear, or M by-product materials as defined by the Atomic Energy Act of 1954, as amended.

“Materials Recovery Facility” means a permitted facility where Mixed Recyclables are received to be prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of the materials in a manner that precludes further use. It does not include a manufacturer using recyclable materials as feedstock. This includes a transfer station where Mixed Recyclables are delivered, temporarily stored and sent to a facility where it is processed for Recycling.

"Metropolitan Council" means the council established in Minnesota Statutes, section 473.123.

"Mixed Recyclables" means materials that are separated from Waste for the purpose of Recycling, whether or not these materials are commingled for Collection.

"Multifamily Housing" means an apartment building, a condominium, a townhouse, a cooperative housing unit, or any other property where a property manager or association coordinates Collection Service for residents of the housing.

“Organic Material” means the portion of Waste that is Source Separated for the purpose of Beneficial Use, and may include food, Food Scraps and other materials as designated by the Department in collaboration with local Organic Material Management Facilities. For the purpose of this Ordinance, Organic Material excludes Yard Waste regulated in Minnesota Statute, section 115A.931.

“Organic Material Drop-off Site” is a site that accepts Organic Material self-hauled by residents for the purpose of collection and transport to an approved facility for Beneficial Use. The site may be a stand-alone site or be co-located at an existing Disposal Facility, Materials Recovery Facility, or transfer station.

“Organic Material Management Facility” means a facility where Organic Material is received and processed for Beneficial Use. This includes a transfer station where Organic Material is delivered, temporarily stored and sent to a facility where it is processed for Beneficial Use.

"Person" means any human being, any city or other public agency, any public or private corporation, any partnership, any firm, association, or other organization, any receiver, trustee, assignee, agent or other legal representative of any of the foregoing or any other legal entity.

"Recycling" means the process of collecting and preparing Mixed Recyclables and reusing the materials in their original form or using them in manufacturing processes that does not cause the destruction of those materials precluding further use.

"Responsible Party" means the owner or their designee of a commercial property or business including any Multifamily Housing building or complex covered under this Ordinance.

"Source Separation" means the separation of Mixed Recyclables and Organic Material from Trash at the source of Generation.

"Trash" means non-recyclable material that is designated for landfill or incinerator disposal by the Hauler. The term "Trash" does not include hazardous waste as defined in Minnesota Statutes, section 116.06, subdivision 11, or construction debris as defined in Minnesota Statutes, section 115A.03, subdivision 7.

"Waste" means all Trash, Mixed Recyclables, and Organic Material from residential, commercial, industrial, and community activities.

"Waste Reduction" or "Source Reduction" means an activity that prevents Generation of Waste or the inclusion of toxic materials in Waste, including reusing a product in its original form; increasing the life span of a product; reducing amount of material or the toxicity of material used in production or packaging; or changing procurement, consumption, or Waste Generation habits to result in smaller quantities or lower toxicity of Waste generated as defined in Minnesota Statutes, section 115A.03, subsection 36b.

"Yard Waste" means plant materials including grass clippings, leaves, weeds, garden plants, and brush and branches under four inches in diameter and four feet in length.

SECTION II GENERAL PROVISIONS FOR CITIES

Subsection 1: Mixed Recyclables Collection requirements

A. Curbside Collection of Mixed Recyclables

Cities shall have an ordinance to ensure the provision of Curbside Collection of Mixed Recyclables to residential households that are single family through fourplex and other residential households where each household has its own Collection Container for Trash. It is the responsibility of each City to enforce its ordinance relating to the Curbside Collection of Mixed Recyclables within the boundaries of the City.

B. Materials Accepted for Recycling

A City's Curbside Collection program must accept a list of Mixed Recyclables as selected by the County in consultation with haulers, local Material Recovery Facilities, and end markets. The County will update the list of materials as needed, distribute the list to City recycling coordinators, and post the list on the County's website.

Subsection 2: Organic Material Collection requirements

A. Curbside Collection of Organic Material

By January 1, 2022, Cities shall provide the opportunity to participate in Curbside Collection of Organic Material to residential households that are single family through fourplex and other residential households where each household has its own Collection Container for Mixed Recyclables. Curbside Collection of Organic Material must be provided year round on a weekly basis. A City may adjust Collection Service frequency with prior approval by the Department.

Cities shall make Curbside Collection of Organic Material available by contracting for citywide service or by requiring Haulers to provide the service. If a City does not provide Curbside Collection of Organic Material by contracting for citywide service, the City shall require Haulers to provide it. Haulers shall provide Curbside Collection of Organic Material upon request to households that have Curbside Collection for Mixed Recyclables.

Cities shall require Haulers to provide the following information annually, to the City:

- A description of how Organic Material will be collected.
- A communications plan that includes the method(s) and frequency of communications that notify residents of the availability of Curbside Collection of Organic Material.
- Instructions on how residents sign up for the Curbside Collection of Organic Material.
- A Curbside Collection schedule or calendar.
- Instructions on how residents should prepare Organic Material for Curbside Collection.
- The number of participants and tonnage collected.
- The Organic Material Management Facility where Organic Material is delivered.
- The contact information of a representative who works for the Hauler who can respond to inquiries related to the requirements of this Ordinance.

Cities shall share this information with the County as required by the reporting requirements in Section II, Subsection 4 of this Ordinance.

B. Curbside Collection exemption for Cities of the fourth class

If a City of the fourth class, as defined in Minnesota Statutes, section 410.01, chooses not to meet Section II, Subsection 2A of this Ordinance, it must provide at least one Organic Material Drop-off Site within its geographic boundaries by January 1, 2022. A City of the fourth class may partner with nearby Cities to meet this requirement with prior approval by the Department.

Subsection 3: Education requirements

Cities shall:

- Use County terminology on promotional materials when describing Mixed Recyclables and Organic Material guidelines, including the description of materials accepted and not accepted, as well as preparation guidelines.
- Use images approved by the County if using images of Mixed Recyclables and Organic Material.
- Provide information on the City's website, including materials accepted and not accepted, a Curbside Collection calendar, and links to County resources on waste management.
- Provide a guide on Mixed Recyclables and Organic Material to residents each year. The guide shall contain information on Curbside Collection, materials accepted and not accepted, and a Curbside Collection calendar.
- Complete two educational activities each year to promote Curbside Collection. The County will provide a list of activities to city recycling coordinators.

Subsection 4: City reporting requirements to the Department

Each City shall report all information relating to Waste Generation, Collection, and disposal within its boundaries to the Department. Such information shall include data on tonnage of Waste generated in the City, licensing and contract information, a description of Waste management programs, financial information, and any additional information as requested by the Department. Such information shall be provided on an annual basis by or on February 15th of each year or as otherwise directed by the Department.

Subsection 5: Failure to meet requirements

A. Compliance

It is the responsibility of each City to meet the requirements of this Ordinance. The implementation of the County requirements for Cities shall be the responsibility of each respective City. Nothing in this Ordinance shall preclude the Collection of Yard Waste, although Yard Waste Collection alone is not sufficient for a City to be compliant with the Ordinance. If a City should fail to implement the requirements by January 1, 2022, the enforcement provisions in this Ordinance, Section II, Subsection 5.B, shall come into effect.

B. County Enforcement

If any City fails to establish or implement any or all of the requirements in Section II of this Ordinance, the County Board may implement any of the requirements of this Ordinance within the boundaries of the City. The County Board, to the extent that it has assumed the responsibilities that the City has failed to assume, may seek reimbursement from a City for all costs, expenses, and expenditures that the County has incurred incident

to the adoption, implementation, administration, and enforcement of this Ordinance within the boundaries of a City through any means available under Minnesota law.

SECTION III GENERAL PROVISIONS FOR MULTIFAMILY HOUSING

Subsection 1: Mixed Recyclables Collection requirement

Upon execution, Cities shall have an ordinance that requires property owners of Multifamily Housing to provide Collection Service for lessees. Mixed Recyclables Collection Service must be available at all Multifamily Housing buildings within Hennepin County. It is the responsibility of each City to enforce its ordinance(s) relating to the Collection of Mixed Recyclables from Multifamily Housing within the boundaries of the City.

Responsible Parties must enter into an agreement with a Hauler or arrange service through a City contract to provide Collection Service to collect Mixed Recyclables from each building.

The agreement between the Responsible Party and Hauler must also provide for the Collection and delivery of these materials to a Materials Recovery Facility. Mixed Recyclables must go to a Materials Recovery Facility, and if Organic Material Collection Service is provided, Organic Material must be delivered to an Organic Material Management Facility.

Subsection 2: Education requirements

The Responsible Party must distribute written information about the Collection Service to each occupied building unit at the time of leasing and at least annually thereafter. If Collection Service for Organic Material is available, this information must include details pertaining to that program.

Educational material and instructions may be provided in print or electronic form and shall include, but not be limited to:

- Reasons to properly manage Mixed Recyclables, Organic Materials, and adopt practices that result in Waste Reduction.
- Mixed Recyclables and Organic Material guidelines, including the description of materials accepted and not accepted, as well as preparation guidelines.
- Disposal options for Household Hazardous Waste and Bulky Items.
- Location of Collection Containers for lessees to use.
- Contact information for the City or County for additional information.

Educational materials are available from the County. The County has the authority to request verification of annual education practices. A record must be kept to meet the self-inspection requirement in Section V, Subsection 3.A of this Ordinance.

Subsection 3: Bin and labeling requirements

Responsible Parties must make Collection for Mixed Recyclables convenient for lessees. Responsible Parties shall:

- Provide separate Bins for the disposal of Mixed Recyclables where Trash is also being collected in common areas, including, but not limited to laundry rooms, mail pickup area, and community rooms.
- Conveniently locate sufficiently sized Bins for the amount or volume of Waste generated.
- Affix a label on each Bin to indicate which Waste type should be placed inside the Bin. Replace label if it becomes damaged, faded, illegible, or when images or text conflict with the acceptable materials.

Labels on Bins must:

- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material being collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.

Labels and signs that meet these requirements are available from the County.

SECTION IV GENERAL PROVISIONS FOR COMMERCIAL GENERATORS

Subsection 1: Mixed Recyclables Collection requirement

This Ordinance incorporates by reference the obligations placed on public entities, commercial buildings and sports facilities in Minnesota Statutes, section 115A.151, and all subsequent codifications.

Subsection 2: Organic Material Collection requirement

In addition to the obligations in Minnesota Statutes, section 115A.151, Covered Generators must implement a Collection program to divert food and Food Scraps from Back-of-House for Beneficial Use by January 1, 2020.

A. Covered Generators

Commercial Generators covered under this Ordinance include the following business classifications: restaurants; grocery stores; food wholesalers, distributors and manufacturers; hotels; hospitals; sports venues; event centers; caterers; nursing and residential care facilities; office buildings with dining services; farmers markets; food shelves and food banks; colleges and universities with dining services; shopping centers; airports; golf clubs and country clubs; and rental kitchens or shared use commercial kitchens. The County Board may annually designate by resolution additional business

classifications. Obligations under Section IV, Subsection 2 of this Ordinance will become effective for all added businesses one year after the County Board's resolution. The County will maintain a list of Covered Generators on its website.

Covered Generators are those aforementioned public, nonprofit, and for profit businesses that generate one ton of Trash per week or contract for eight cubic yards or more per week of Collection Service for Trash as of January 1, 2020.

B. Beneficial Use

For the purpose of this Ordinance, Beneficial Use of Organic Material includes the following:

- Donation of edible food for human consumption (must be done in combination with other management methods)
- Collection of food and Food Scraps for Food-to-Animal Programs (this may include either Food-to-Livestock or Food-to-Animal-Feed Processing).
- Collection of food, Food Scraps and other Compostable materials for Composting at a Commercial Composting Facility.
- Collection of food, Food Scraps, and other Compostable materials accepted for Anaerobic Digestion at an Anaerobic Digestion facility.
- Additional methods may be included but must be reviewed and approved by the Department.

In accordance with the 2013 Metropolitan Council Environmental Services Waste Discharge Rules, Prohibited Waste Discharges, section 406.21, directly disposing of any more than incidental amounts of food and Food Scraps through the public sewer system to avoid off-site disposal is prohibited and is not compliant with this Ordinance.

Nothing in this Ordinance shall preclude a Covered Generator or other licensed food establishment from donating leftover or unsold food that is fit for human consumption to a food shelf, food bank, shelter, or other food reuse program, or from implementing Source Reduction strategies to reduce their Generation of excess food and Food Scraps. In fact, the Department considers these management options of food to be of highest priority. However, unless the Covered Generator requests and receives a Variance in writing and signed by the Department, these actions alone shall not be considered sufficient compliance with this Ordinance.

C. Collection requirements

Food and Food Scraps must be Source Separated from other Waste in all Back-of-House areas where Organic Material is Generated and Collected. The Covered Generator shall abide by the following requirements:

- Provide sufficiently sized Bins for the amount or volume of Organic Material generated in any Back of House area.

- Conveniently locate each Bin in a manner to promote its use. Bins must be readily accessible to employees any time there is access to Bins for Trash.
- Affix a label on each Bin to indicate only Organic Material may be placed in the Bin. Replace label if it becomes damaged, faded, illegible or when images or text conflict with the acceptable materials.

Covered Generators must either obtain the proper license to self-haul or contract with a Hauler or service provider to collect and deliver all of a Covered Generator's food and Food Scraps to one or more Organic Material Management Facilities.

Where a building owner rents, leases, or lets space to a business that is a Covered Generator, the building owner is responsible to either provide a Collection system on behalf of the tenant or to facilitate and allow the tenant to set up their own Collection Service for Organic Material.

The building owner and Covered Generator shall not contaminate or commingle Organic Material that has been Source Separated in a manner that would make it unfit for an Organic Material Management Facility.

A Covered Generator may collect other Compostable material in addition to food and Food Scraps provided that the collected materials are appropriate for the intended Organic Material Management Facility.

D. Education requirements

Covered Generators shall post instructions on the separation requirements for Organic Materials in an area where such instructions will be visible to employees who are disposing of Organic Materials. The instructions shall state that Organic Material is required to be Source Separated and shall explain which materials must be Source Separated according to the intended Beneficial Use. The Department will post guidelines on accepted materials on the County website and regularly update such information.

Covered Generators shall provide training opportunities to all new employees and subcontractors performing work regulated by this Ordinance and review Collection procedures of Organic Materials with all employees and such subcontractors at least once per year. A record of trainings must be kept to meet the self-inspection requirement in Section V, Subsection 3.A of this Ordinance.

Subsection 3: Bin and labeling requirements

Responsible parties shall:

- Provide sufficiently sized Bins for the amount or volume of Mixed Recyclables generated if Bins for Trash are also provided.
- Conveniently locate sufficiently sized Bins for the amount or volume of Waste generated.

- Affix a label on each Bin to indicate which Waste type should be placed inside the Bin. Replace label if it becomes damaged, faded, illegible, or when images or text conflict with the acceptable materials.

Labels on Bins must:

- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material being collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.

Labels and signs that meet these requirements are available from the County.

E. Variances

A Covered Generator or Responsible Party may seek a waiver from the Department of all or portions of Section IV, Subsection 2 of the Ordinance if one or all of the following special circumstances apply:

- Lack of adequate storage space for Bins and Collection Containers.
- Generation of Organic Material has been eliminated or substantially eliminated.
- Determination by a local health authority that Collection of Organic Material would conflict with MN Rules 4626 (Food Code) or other applicable state or federal food regulations.

The applicant must submit a form specified by the Department and include a signed affidavit. This form and guidelines will be supplied by the Department upon request.

When a Covered Generator requests a variance for Section IV, Subsection 2 of this Ordinance the Department will issue a written determination regarding that variance request within 30 working days.

To be effective, the variance must be in writing and signed by the Department or its designee. A variance may be revoked if one or more of the factors justifying the exemption no longer exist, or other changes in circumstances warrant revocation. Unless earlier revoked, a variance shall be effective for a period of three years from the date it was granted.

SECTION V: SHARED PROVISIONS FOR MULTIFAMILY HOUSING AND COMMERCIAL GENERATORS

Subsection 1: Collection requirements

A. Collection Container and Collection Service requirements:

The Responsible Party shall ensure that Collection Containers for Mixed Recyclables and Organic Material are as conveniently located for tenants and lessees to access as are Collection Containers for Trash. Collection Containers must be located in an accessible room or area, having appropriate aisle space that allows unobstructed access for the user. Access to Collection Containers for Mixed Recyclables and Organic Material must be allowed any time there is access to a Collection Container for Trash.

The Responsible Party shall ensure Collection Service is adequate for the Mixed Recyclables and Organic Material generated onsite. In the event that Mixed Recyclables or Organic Material are overflowing Collection Containers and subsequently being discarded as Trash, hauling frequency or Collection Container size must be adjusted within 30 days to accommodate the material being generated.

Collection Containers provided by contracted Haulers shall be maintained in clean and sanitary condition in accordance with all pertinent health statutes, ordinances, rules, and regulations. Collection Containers must be located in such a manner to prevent them from being overturned or from obstructing pedestrian or motor vehicle traffic or be in violation of any statute, ordinance, rule, or regulation.

B. Labeling requirements

Collection Containers must be labeled by Haulers to designate the type of material to be placed therein and must meet the following requirements. Labels must:

- Be visible from all points of access for the user.
- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.
- Be sized a minimum of 8 ½ inches by 11 inches and include Waste type in letters at least one inch high for Collection Containers that are barrels or carts.
- Be sized a minimum of 11 inches by 17 inches and include Waste type in letters at least one inch high for Collection Containers other than barrels or carts that are up to four yards in volume.
- Be sized a minimum of 18 inches by 24 inches and include Waste type in letters at least two inches high for Collection Containers larger than four yards in volume.
- Be replaced if damaged, faded, illegible or when images or text on the label conflict with materials accepted in Collection of Mixed Recyclables and Organic Material.

Labels and signs that meet these requirements are available from the County. Further specifications relating to Collection Containers may be designated by the Department and will be posted on the County's website.

Subsection 2: Enforcement

Enforcement provisions shall be applicable to any Responsible Party that fails to implement the requirements of this section by January 1, 2020. The implementation and enforcement shall be coordinated through the Department, which may cooperate with other governmental agencies in the furtherance of Section III, Section IV, and Section V of this Ordinance.

A. Warnings

The Department or any of its authorized representatives may issue a warning notice to any Person observed to be not in compliance with any provision of this Ordinance. The warning notice shall be on a form provided by the Department.

B. Misdemeanor

Any Person who fails to comply with the provisions of this Ordinance may be charged with a misdemeanor. It is a separate offense for each day that the violation occurs or continues.

C. Remedies Cumulative

No remedy established by this Ordinance is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance in equity or by statute.

D. Injunctive Relief

In the event of a violation or a threat of violation of this Ordinance, the County may institute appropriate actions or proceedings, including application for injunctive relief, action to compel performance, or other appropriate action to prevent, restrain, correct, or abate such violations or threatened violations.

E. Costs and Special Assessments

If any Person within the County collects or disposes of Mixed Recyclables or Organic Material in violation of this Ordinance, the County may take the necessary steps to correct such violations, and the resulting costs may be recovered in a civil action in any court of competent jurisdiction or, at the discretion of the County Board, the costs may be certified to the County Auditor as a special tax against the real property owned by such Person.

F. Citations

The Department or any of its authorized representatives shall have the power to issue citations for violations of this Ordinance.

a) Form of Citations: Citations shall contain at least the following:

1. The name and address of the Person charged with the violation or the owner or Person in charge of the premises at which the violation occurs.
2. The date and place of the violation.
3. A short description of the violation followed by the section of this Ordinance violated.
4. The date and place at which the Person receiving the citation shall appear and a notice that if such Person does not respond, a warrant may be issued for such Person's arrest.
5. The name of the representative issuing the citation.
6. Such other information as the Court may specify.

b) Issuance of Citations: Whenever any representative of the Department discovers any violation of this Ordinance, that representative may issue a citation to the Person alleged to have committed the violation and such citation shall be in the form specified in paragraph a) of this subsection. Such citation shall be made out in quadruplicate (4). One copy thereof shall be issued to the Person alleged to have committed the violation; one copy shall be filed with the Department; two copies thereof shall be filled with the Bureau.

G. Other Options allowed under Minnesota Law.

In addition to the above enforcement options, the Department reserves the right to exercise any other option available under Minnesota law existing at the time of an Ordinance 13 violation.

Subsection 3: Implementation

A. Self-inspection program

Every Responsible Party shall arrange for and maintain a program for self-inspection. The self-inspection program shall include confirmation acceptable to the Department that requirements listed under Section III; Section IV; and Section V, Subsection 1 are met. The Department may establish a self-reporting form to be completed within a regular interval no more frequent than annually, which may include, but is not limited to, program description, proof of hauling or other Waste management contract information, Waste Collection Service volumes and frequency, training plan, and financial information related to all Waste.

B. Department Inspection

Inspection and evaluation listed in Section V, Subsection 2 and Section V, Subsection 3 shall be completed in such a frequency to ensure consistent compliance by Responsible Parties and Haulers with Section III, Section IV, and Section V of this Ordinance. The Department shall provide the Responsible Party with written notice of any deficiencies, corrections, and the date by which the corrections shall be accomplished. At the Department's election, the Responsible Party shall allow the authorized representative of

the Department to collect samples of Waste to evaluate contamination levels. The Responsible Party shall allow free access at all reasonable times to inspect and copy all business records related to Waste collection. The Responsible Party shall report to the County upon request information such as the business name, address, and telephone number of each contracted Hauler, as well as the day(s) of pickup and days which Disposal Facility, Materials Recovery Facility or Organic Material Management Facility is receiving the material. The Responsible Party shall allow the authorized representative from the Department to record and document their findings in any reasonable and appropriate manner including, but not limited to, notes, photographs, photocopies, video recordings, audio recordings, and computer storage systems or other electronic media. When requested by an authorized representative of the Department, the Responsible Party shall provide photocopies or electronic copies of records including scans, electronic image files, or other electronic files of records.

C. Right of entry

Whenever necessary to perform an inspection to enforce any of the provisions of this Ordinance or whenever the Department has reasonable cause to believe that a Responsible Party is not compliant, the authorized representative of the Department may enter such building or premises during business hours to inspect to ensure compliance with this Ordinance. If such building or premises is occupied, the authorized representative shall first present proper credentials and demand entry. Advanced notice is not required. If such entry is refused or cannot be obtained, the Department shall have recourse to every remedy provided by law to secure entry including administrative search warrants. If the Responsible Party or other Person having control of the premises has previously stated that they will refuse to allow the authorized representative of the Department entry for inspections, then the Department shall have the authority to obtain an administrative search warrant in advance of an inspection at that premises, without first being denied entry.

SECTION VI VIOLATIONS

It shall be unlawful for any Person other than Haulers to distribute, collect, remove or dispose of Mixed Recyclables after said materials have been placed or deposited for Collection Service.

Pursuant to Minnesota Statutes, sections 115A.95 and 115A.553, it shall be unlawful for a Hauler to dispose of any Source Separated Mixed Recyclables or Source Separated Organic Material at a waste-to-energy facility or landfill.

Nothing in this Ordinance shall abridge the right of any Person to give or sell their Mixed Recyclables or Organic Material to any Recycling program lawfully operated for profit, non-profit or charitable purposes.

Nothing in this Ordinance shall abridge the right of any authorized Recycling program to lawfully operate within the County, subject to such other licenses or other regulations as may be required by law.

SECTION VII SEPARABILITY

The provisions of this Ordinance are separable. If any court of competent jurisdiction adjudges any provision of this Ordinance to be invalid, such judgment shall not affect any other provision of this Ordinance not specifically included in the judgment.

SECTION VIII PROVISIONS ARE ACCUMULATIVE

The provisions of this Ordinance are accumulative to all other current or future laws, ordinances, and regulations, covering any subject matter in this Ordinance.

115A.93 LICENSING; SOLID WASTE COLLECTION.

Subdivision 1. **License and registration required; reporting.** (a) A person may not collect mixed municipal solid waste for hire without a license from the jurisdiction where the mixed municipal solid waste is collected. The local licensing entity shall submit a list of licensed collectors to the agency.

(b) A person may not collect recyclable materials for hire unless registered with the agency. If a person is licensed under paragraph (a), the person need not register with the agency under this paragraph.

(c) The agency, in consultation with the Solid Waste Management Coordinating Board, the Association of Minnesota Counties, the Minnesota Solid Waste Administrators Association, and representatives from the waste industry, shall, by July 1, 2016, develop uniform short and long reporting forms that will reduce duplicative reporting to governmental units by collectors of solid waste and recyclable materials.

(d) A collector of mixed municipal solid waste or recyclable materials shall separately report to the agency on an annual basis information including, but not limited to, the quantity of mixed municipal solid waste and the quantity of recyclable materials collected:

- (1) from commercial customers;
- (2) from residential customers;
- (3) by county of origin; and
- (4) by destination of the material.

Subd. 2. **Local licensing.** (a) Each city and town may issue licenses for persons to collect mixed municipal solid waste for hire within their jurisdictions.

(b) County boards shall by resolution adopt the licensing authority of a city or town that does not issue licenses. A county may delegate its licensing authority to a consortium of counties or to municipalities to license collection of mixed municipal solid waste within the county.

Subd. 3. **License requirements; pricing based on volume or weight.** (a) A licensing authority shall require licensees to impose charges for collection of mixed municipal solid waste that increase with the volume or weight of the waste collected.

(b) A licensing authority may impose requirements that are consistent with the county's solid waste policies as a condition of receiving and maintaining a license.

(c) A licensing authority shall prohibit mixed municipal solid waste collectors from imposing a greater charge on residents who recycle than on residents who do not recycle.

(d) The commissioner may exempt a licensing authority from the requirements of paragraph (a) if the county within which the authority is located has an approved solid waste management plan that concludes that variable rate pricing is not appropriate for that jurisdiction because it is inconsistent with other incentives and mechanisms implemented within the jurisdiction that are more effective in attaining the goals of this chapter to discourage on-site disposal, littering, and illegal dumping.

(e) In the interim between revisions to the county solid waste management plan, the commissioner may exempt a licensing authority from the requirements of paragraph (a) if the commissioner makes the determination otherwise made by the plan in paragraph (d) and finds that the licensing authority:

(1) operates or contracts for the operation of a residential recycling program that collects more categories of recyclable materials than required in section 115A.552;

(2) has a residential participation rate in its recycling programs of at least 70 percent or in excess of the participation rate for the county in which it is located, whichever is greater; and

(3) is located in a county that has exceeded the recycling goals in section 115A.551.

An exemption granted by the commissioner in the interim between revisions to the county solid waste management plan is only effective until the county solid waste management plan is revised.

Subd. 3a. **Volume requirement.** A licensing authority that requires a pricing system based on volume instead of weight under subdivision 3 shall determine a base unit size for an average small quantity household generator and establish, or require the licensee to establish, a multiple unit pricing system that ensures that amounts of waste generated in excess of the base unit amount are priced higher than the base unit price.

Subd. 4. **Date certain.** By January 1, 1993, each county shall ensure that each city or town within the county requires each mixed municipal solid waste collector that provides curbside collection service in the city or town to obtain a license under this section or the county shall directly require and issue the licenses. No person may collect mixed municipal solid waste after January 1, 1993, without a license.

Subd. 5. **Customer data.** Customer lists provided to counties or cities by solid waste collectors are private data on individuals as defined in section 13.02, subdivision 12, with regard to data on individuals, or nonpublic data as defined in section 13.02, subdivision 9, with regard to data not on individuals.

History: *1Sp1989 c 1 art 20 s 8; 1991 c 337 s 42,43; 1992 c 593 art 1 s 25,26; 1993 c 351 s 23; 1996 c 470 s 12; 1Sp2005 c 1 art 2 s 161; 1Sp2015 c 4 art 4 s 111*

CHAPTER 410
CLASSIFICATION; CHARTERS

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410.01 CITIES, CLASSES.

Cities are hereby divided, for legislative purposes, into classes as follows:

First class -- Those having more than 100,000 inhabitants provided that once a city is defined to be of the first class, it shall not be reclassified unless its population decreases by 25 percent from the census figures which last qualified the city for inclusion in the class;

Second class -- Those having more than 20,000 and not more than 100,000 inhabitants;

Third class -- Those having more than 10,000 and not more than 20,000 inhabitants, and

Fourth class -- Those having not more than 10,000 inhabitants.

Changes in classification resulting from any future national census shall take effect upon the filing of certified copies of the census in the office of the secretary of state as provided in section 600.18. Meanwhile the council or other governing body shall take measures for the election of proper officials and for dividing the city into wards, if necessary, and otherwise prepare for the coming change.

History: (1265) *RL s 746; 1951 c 348 s 1; 1959 c 510 s 1; 1978 c 489 s 1*

410.015 DEFINITIONS RELATING TO CITIES.

The term "statutory city" means any city which has not adopted a home rule charter pursuant to the constitution and laws; the words "home rule charter city" mean any city which has adopted such a charter. In any law adopted after July 1, 1976, the word "city" when used without further description extending the application of the term to home rule charter cities means statutory cities only.

History: 1976 c 44 s 19; 1976 c 155 s 3

410.02 [Repealed, 1949 c 114 s 1]

410.03 EXISTING CHARTERS PRESERVED.

Until otherwise provided in accordance with this chapter, all cities existing at the time of the taking effect of the Revised Laws 1905 shall continue to be governed by the laws then applicable thereto.

History: (1267) *RL s 747*

410.04 HOME RULE CHARTERS; PATROL LIMITS.

Any city in the state may frame a city charter for its own government in the manner hereinafter prescribed; provided, that in such cities having patrol limits established by charter, such limits shall not be altered unless the charter proposing such alteration be adopted by a three-fourths majority.

History: (1268) *RL s 748; 1907 c 375 s 1; 1973 c 123 art 5 s 7*

410.05 CHARTER COMMISSION.

Subdivision 1. **Appointment.** When the district court of the judicial district in which a city is situated, deems it for the best interest of the city so to do, the court, acting through its chief judge, may appoint a charter commission to frame and amend a charter. Upon presentation of a petition requesting such action, signed by at least ten percent of the number of voters of the city, as shown by the returns of the last regular city election, or upon resolution of the governing body of the city requesting such action, the court shall appoint a charter commission. The commission shall be composed of not less than seven nor more than 15 members, each of whom shall be a qualified voter of the city. The size of the commission shall be determined within the above limits by the court, except that where the commission is appointed pursuant to a petition of the voters or resolution of the governing body of the city, the size of the commission shall be as specified in such petition or resolution. Any city may by charter provision fix the size of the charter commission at a figure which shall not be less than seven nor more than 15 members, and such charter provision shall prevail over any inconsistent provisions of this subdivision. Except as otherwise provided in the charter, no person shall be disqualified from serving on a charter commission by reason of holding any other elective or appointive office other than judicial. The charter may provide that members of the governing body of the city cannot serve on the charter commission.

Subd. 2. **Commission members; terms, vacancies.** Charter commission members shall hold office for the term of four years, and until their successors are appointed and qualify, except that of members initially appointed after July 1, 1967, eight shall be appointed for two-year terms and seven for four-year terms. Vacancies in the commission shall be filled by appointment of the chief judge for the unexpired terms. Upon the expiration of each term, the chief judge shall appoint new or reappoint existing commission members within 60 days. Appointments shall be made by order filed with the court administrator of the district court. An appointee who neglects to file with the court administrator within 30 days a written acceptance and oath of office shall be deemed to have declined the appointment and the place shall be filled as though the appointee had resigned. The charter commission, within 30 days after the initial appointment of the commission, shall make rules, including quorum requirements, with reference to its operations and procedures. The commission shall submit to the chief judge of the district court, on or before December 31 of each year, an annual report outlining its activities and accomplishments for the preceding calendar year. The commission shall forward a copy of the report to the clerk of the city. Any member may be removed at any time from office, by written order of the district court, the reason for such removal being stated in the order. When any member has failed to perform the duties of office and has failed to attend four consecutive meetings without being excused by the commission, the secretary of the charter commission shall file a certificate with the court setting forth those facts and the district court shall thereupon make its order of removal and the chief judge shall fill the vacancy created thereby.

Subd. 3. **Commission appointments; nominees.** A city council, a charter commission, or the petitioners requesting the appointment of a charter commission may submit to the court the names of eligible nominees which the district court may consider in making appointments to the charter commission.

Subd. 4. **Commission meetings.** The charter commission shall meet at least once during each calendar year, and upon presentation of a petition signed by at least ten percent of the number of voters of the municipality, as shown by the returns of the last annual municipal election, or upon resolution approved by a majority of the governing body of the city requesting the commission to convene, the commission shall meet to consider the proposals set forth in such petition or resolution.

Subd. 5. **Discharge.** (a) A charter commission in a statutory city may be discharged as follows:

(1) if the charter commission of a statutory city determines that a charter is not necessary or desirable, the commission may be discharged by a vote of three-fourths of its members; or

(2) if a petition signed by registered voters equal in number to at least five percent of the registered voters in the city requesting a referendum to discharge the charter commission is filed with the city clerk, an election must be held on the issue at a general election or a special election pursuant to section 205.10. If a majority of the votes cast support the referendum, the charter commission shall be discharged.

(b) Another commission may not be formed sooner than one year from the date of discharge.

History: (1269) *RL s 749*; 1909 *c 423*; 1913 *c 535 s 1*; 1949 *c 210 s 1*; 1959 *c 305 s 5*; 1961 *c 608 s 1*; *Ex1967 c 33 s 1*; 1971 *c 208 s 1-3*; 1973 *c 123 art 5 s 7*; 1976 *c 44 s 20*; 1979 *c 330 s 3*; 1986 *c 444*; *1Sp1986 c 3 art 1 s 82*; 1987 *c 51 s 1*; 2004 *c 197 s 1,2*; 2008 *c 331 s 6*; 2020 *c 87 s 1*

410.06 COMPENSATION; EXPENSES.

The members of the commission shall receive no compensation, but the commission may employ an attorney and other personnel to assist in framing the charter, and any amendment or revision of it. When so directed by the commission, the reasonable compensation of personnel, the cost of printing the charter or any amendment or revision of it, and the cost of informing the citizens of a suggested charter or suggested charter amendments or revisions, shall be paid by the city. The amount of reasonable and necessary charter commission expenses that shall be paid by the city is the greater of .07 percent of the city's current certified general property tax levy or \$1,500, not to exceed \$20,000 in any one year, but the council may authorize such additional charter commission expenses the commission considers necessary. Other statutory and charter provisions requiring budgeting of or limiting expenditures do not apply to charter commission expenses. The council may levy a tax in excess of charter tax limitations to pay the expenses.

History: (1270) *RL s 750*; 1907 *c 216 s 1*; 1947 *c 406 s 1*; 1959 *c 305 s 5*; 1961 *c 608 s 2*; 1973 *c 123 art 5 s 7*; 1994 *c 505 art 3 s 8*; 2020 *c 87 s 2*

410.07 DETERMINATION OF DESIRABILITY; FRAMING CHARTER.

As soon as practicable after such appointment, the charter commission shall deliver to the clerk of the city either (1) its report determining that a home rule charter for the city is not necessary or desirable, or (2) the draft of a proposed charter, in either case signed by at least a majority of its members. Such draft shall fix the corporate name and the boundaries of the proposed city, and provide for a mayor, and for a council to be elected by the people. Subject to the limitations in this chapter provided, it may provide for any scheme of municipal government not inconsistent with the constitution, and may provide for the establishment and administration of all departments of a city government, and for the regulation of all local municipal functions, as fully as the legislature might have done before home rule charters for cities were authorized by

constitutional amendment in 1896. It may omit provisions in reference to any department contained in special or general laws then operative in the city, and provide that such special or general laws, or such parts thereof as are specified, shall continue and be in force therein, including any such special or general law authorizing the city to incur indebtedness or issue its bonds for municipal purposes. It may prescribe methods of procedure in respect to the operation of the government thereby created, and the duties thereunder of all courts and officers of the district and county in which the city is situated, which duties such courts and officers shall perform. By such charter the city may be authorized to acquire, by gift, devise, purchase, or condemnation, any property, within or without its boundaries, needed for the full discharge of any public function which it is permitted to exercise.

History: (1271) *RL s 751; 1921 c 120; 1921 c 343; 1959 c 305 s 1; 1961 c 608 s 3; 1971 c 71 s 4; 1973 c 123 art 5 s 7*

410.08 [Repealed, 1953 c 278 s 1]

410.09 REGULATION OF FRANCHISES.

Such proposed charter may provide for regulating and controlling the exercise of privileges and franchises in or upon the streets and other public places of the city, whether granted by the city, by the legislature, or by any other authority; but no perpetual franchise or privilege shall ever be created, nor shall any exclusive franchise or privilege be granted, unless the proposed grant be first submitted to the voters of the city, and be approved by a majority of those voting thereon, nor in such case for a period of more than 25 years.

History: (1283) *RL s 753; 1973 c 123 art 5 s 7*

410.10 CHARTER ELECTION.

Subdivision 1. **Timing; procedure; recall.** Upon delivery of such draft, the council or other governing body of the city shall cause the proposed charter to be submitted at the next general election thereafter occurring in the city within six months after the delivery of such draft, and if there is no general city election occurring in the city within six months after the delivery of such draft, then the council or other governing body of the city shall cause the proposed charter to be submitted at a special election to be held on a date authorized by section 205.10, subdivision 3a. The council or other governing body may call a special election for that purpose only at any time. If the election is held at the same time with the general election, the voting places and election officers shall be the same for both elections. At any time before the council has fixed the date of the election upon the proposed charter, the charter commission may recall it for further action; and the council may authorize recall of the charter by the commission at any later date prior to the first publication of the proposed charter.

Subd. 2. **Election notice; publication.** The notice of election shall contain the complete charter and shall be published once a week for two successive weeks in the official newspaper of the city, or if there be none, in a legal newspaper of general circulation in the city. In every city of the first class, the publication shall be made in a newspaper having an aggregate regular paid circulation of at least 25,000 copies. The governing body may in addition thereto publish the notice in any other legal newspaper published in the city.

Subd. 3. **Ballot words, form.** The ballot shall bear the printed words, "Shall the proposed new charter be adopted? Yes.... No....," with a square after each of the last two words, in which the voter may place a cross to express a choice. If any part of such charter be submitted in the alternative, the ballot shall be so printed as to permit the voter to indicate a preference in any instance by inserting a cross in like manner.

Subd. 4. **Rejection; later proposals.** If any charter so submitted be rejected the charter commission may propose others from time to time until one is adopted.

History: (1284) RL s 754; 1909 c 214 s 1; 1959 c 305 s 5; 1961 c 608 s 4; 1973 c 123 art 5 s 7; 1986 c 444; 2017 c 92 art 2 s 23

410.11 ADOPTION; NOTICE, EFFECTIVE DATE.

If 51 percent of the votes cast on the proposition are in favor of the proposed charter, it shall be considered adopted; and, if any provisions thereof are submitted in the alternative, those ratified by a majority of the votes cast thereon shall prevail. If the charter is adopted, the city clerk shall file with the secretary of state and in the city clerk's office a copy of the charter accompanied by a certificate attesting to the accuracy of the copy and giving the date of the election and the vote by which the charter was adopted and record a certified copy with the county recorder of the county in which the city lies. The charter shall take effect 30 days after the election, or at such other time as is fixed in the charter, and shall then supersede all other charter provisions relating to such city. Thereupon the courts shall take judicial notice of the new charter and, upon the election of officers thereunder, the officials of the former corporation shall deliver to them the records, money and other public property in their control.

History: (1285) RL s 755; 1959 c 305 s 2; 1969 c 1027 s 1; 1973 c 123 art 5 s 7; 1976 c 181 s 2; 1986 c 444; 2005 c 4 s 104

410.12 AMENDMENTS.

Subdivision 1. **Proposals.** The charter commission may propose amendments to such charter and shall do so upon the petition of voters equal in number to five percent of the total votes cast at the last previous state general election in the city. Proposed charter amendments must be submitted at least 17 weeks before the general election. Only registered voters are eligible to sign the petition. All petitions circulated with respect to a charter amendment shall be uniform in character and shall have attached thereto the text of the proposed amendment in full; except that in the case of a proposed amendment containing more than 1,000 words, a true and correct copy of the same may be filed with the city clerk, and the petition shall then contain a summary of not less than 50 nor more than 300 words setting forth in substance the nature of the proposed amendment. Such summary shall contain a statement of the objects and purposes of the amendment proposed and an outline of any proposed new scheme or frame work of government and shall be sufficient to inform the signers of the petition as to what change in government is sought to be accomplished by the amendment. The summary, together with a copy of the proposed amendment, shall first be submitted to the charter commission for its approval as to form and substance. The commission shall within ten days after such submission to it, return the same to the proposers of the amendment with such modifications in statement as it may deem necessary in order that the summary may fairly comply with the requirements above set forth.

Subd. 1a. **Alternative methods of charter amendment.** A home rule charter may be amended only by following one of the alternative methods of amendment provided in subdivisions 1 to 7.

Subd. 2. **Petitions.** The signatures to such petition need not all be appended to one paper, but to each separate petition there shall be attached an affidavit of the circulator thereof as provided by this section. A petition must contain each petitioner's signature in ink or indelible pencil and must indicate after the signature the place of residence by street and number, or other description sufficient to identify the place. There shall appear on each petition the names and addresses of five electors of the city, and on each paper the names and addresses of the same five electors, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition. The affidavit attached to each petition shall be as follows:

State of)

) ss.

County of)

..... being duly sworn, deposes and says that the affiant, and the affiant only, personally circulated the foregoing paper, that all the signatures appended thereto were made in the affiant's presence, and that the affiant believes them to be the genuine signatures of the persons whose names they purport to be.

Signed

(Signature of Circulator)

Subscribed and sworn to before me

this day of

Notary Public (or other officer)

authorized to administer oaths

The foregoing affidavit shall be strictly construed and any affiant convicted of swearing falsely as regards any particular thereof shall be punishable in accordance with existing law.

Subd. 3. **May be assembled as one petition.** All petition papers for a proposed amendment shall be assembled and filed with the charter commission as one instrument. Within ten days after such petition is transmitted to the city council, the city clerk shall determine whether each paper of the petition is properly attested and whether the petition is signed by a sufficient number of voters. The city clerk shall declare any petition paper entirely invalid which is not attested by the circulator thereof as required in this section. Upon completing an examination of the petition, the city clerk shall certify the result of the examination to the council. If the city clerk shall certify that the petition is insufficient the city clerk shall set forth in a certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of the findings. A petition may be amended at any time within ten days after the making of a certificate of insufficiency by the city clerk, by filing a supplementary petition upon additional papers signed and filed as provided in case of an original petition. The city clerk shall within five days after such amendment is filed, make examination of the amended petition, and if the certificate shall show the petition still to be insufficient, the city clerk shall file it in the city clerk's office and notify the committee of the petitioners of the findings and no further action shall be had on such insufficient petition. The finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

Subd. 4. **Election.** Amendments shall be submitted to the qualified voters at a general or special election and published as in the case of the original charter. The form of the ballot shall be fixed by the governing body. The statement of the question on the ballot shall be sufficient to identify the amendment clearly and to distinguish the question from every other question on the ballot at the same time. If 51 percent of the votes cast on any amendment are in favor of its adoption, copies of the amendment and certificates shall be filed, as in the case of the original charter and the amendment shall take effect in 30 days from the date of the election or at such other time as is fixed in the amendment.

Subd. 5. **Amendments proposed by council.** The council of any city having a home rule charter may propose charter amendments to the voters by ordinance. Any ordinance proposing such an amendment shall

be submitted to the charter commission. Within 60 days thereafter, the charter commission shall review the proposed amendment but before the expiration of such period the commission may extend the time for review for an additional 90 days by filing with the city clerk its resolution determining that an additional time for review is needed. After reviewing the proposed amendment, the charter commission shall approve or reject the proposed amendment or suggest a substitute amendment. The commission shall promptly notify the council of the action taken. On notification of the charter commission's action, the council may submit to the people, in the same manner as provided in subdivision 4, the amendment originally proposed by it or the substitute amendment proposed by the charter commission. The amendment shall become effective only when approved by the voters as provided in subdivision 4. If so approved it shall be filed in the same manner as other amendments. Nothing in this subdivision precludes the charter commission from proposing charter amendments in the manner provided by subdivision 1.

Subd. 6. Amendments, cities of the fourth class. The council of a city of the fourth class having a home rule charter may propose charter amendments by ordinance without submission to the charter commission. Such ordinance, if enacted, shall be adopted by at least a four-fifths vote of all its members after a public hearing upon two weeks' published notice containing the text of the proposed amendment and shall be approved by the mayor and published as in the case of other ordinances. The council shall submit the proposed amendment to the people in the manner provided in subdivision 4, but not sooner than three months after the passage of the ordinance. The amendment becomes effective only when approved by the voters as provided in subdivision 4. If so approved, it shall be filed in the same manner as other amendments.

Subd. 7. Amendment by ordinance. Upon recommendation of the charter commission the city council may enact a charter amendment by ordinance. Within one month of receiving a recommendation to amend the charter by ordinance, the city must publish notice of a public hearing on the proposal and the notice must contain the text of the proposed amendment. The city council must hold the public hearing on the proposed charter amendment at least two weeks but not more than one month after the notice is published. Within one month of the public hearing, the city council must vote on the proposed charter amendment ordinance. The ordinance is enacted if it receives an affirmative vote of all members of the city council and is approved by the mayor and published as in the case of other ordinances. An ordinance amending a city charter shall not become effective until 90 days after passage and publication or at such later date as is fixed in the ordinance. Within 60 days after passage and publication of such an ordinance, a petition requesting a referendum on the ordinance may be filed with the city clerk. The petition must be signed by registered voters equal in number to at least five percent of the registered voters in the city or 2,000, whichever is less. If the requisite petition is filed within the prescribed period, the ordinance shall not become effective until it is approved by the voters as in the case of charter amendments submitted by the charter commission, the council, or by petition of the voters, except that the council may submit the ordinance at any general or special election held at least 60 days after submission of the petition, or it may reconsider its action in adopting the ordinance. As far as practicable the requirements of subdivisions 1 to 3 apply to petitions submitted under this section, to an ordinance amending a charter, and to the filing of such ordinance when approved by the voters.

History: (1286) RL s 756; 1907 c 199 s 1; 1911 c 343 s 1; 1939 c 292 s 1; 1943 c 227 s 1; 1949 c 122 s 1; 1959 c 305 s 3,4; 1961 c 608 s 5,6; 1969 c 1027 s 3; 1973 c 503 s 1-4; 1986 c 444; 1998 c 254 art 1 s 107; 1999 c 132 s 42; 2005 c 93 s 1; 2008 c 331 s 7; 2010 c 184 s 43

410.121 SALE OF INTOXICATING LIQUOR OR WINE; FAVORABLE VOTE.

If the charter which is to be amended or replaced contains provisions which prohibit the sale of intoxicating liquor or wine in certain areas, such provisions shall not be amended or removed unless 55 percent of the votes cast on the proposition shall be in favor thereof.

History: *1969 c 1027 s 2*

410.13 [Repealed, 1959 c 305 s 6]

410.14 ALTERNATIVE PROPOSALS.

In submitting a charter or an amendment to the voters any alternative section or article may be presented and voted on separately, without prejudice to other articles or sections of the charter or any amendments thereto.

History: *(1288) RL s 757*

410.15 SUCCESSION; SUBSISTING RIGHTS.

The new city so organized shall be in all respects the legal successor of the former corporation, and no charter so adopted, nor any amendment thereof, shall prejudice any subsisting right, lien, or demand against the city superseded, or affect any pending action or proceeding to enforce the same. All rights, penalties, and forfeitures accrued or accruing to such former corporation, all property vested therein or held in trust therefor, all taxes and assessments levied in its behalf, and all its privileges and immunities not inconsistent with the new charter, shall pass to its successor. All ordinances, resolutions, and bylaws in force at the adoption of such new charter, and not in conflict with its provisions, shall continue in force until duly altered or repealed.

History: *(1289) RL s 758; 1973 c 123 art 5 s 7*

410.16 FORMS OF GOVERNMENT INCORPORATED IN CHARTER.

The charter commission may incorporate as part of the proposed charter for any city the commission, mayor-council, council-manager form of city government or any other form not inconsistent with constitution or statute, and may provide that all elective city officers, including mayor and members of the council, shall be elected at large or otherwise.

History: *(1290) 1909 c 170 s 1; 1959 c 305 s 5; 1961 c 608 s 7*

410.17 [Repealed, 1973 c 503 s 6]

410.18 DISTRIBUTION OF ADMINISTRATIVE POWERS.

Such charter commission may also provide that the administrative powers, authority, and duties in any such city shall be distributed into and among departments and may provide that the council may determine the powers and duties to be performed by and assign them to the appropriate department and determine who shall be the head of each department and prescribe the powers and duties of all officers and employees thereof, and may assign particular officers or employees to perform duties in two or more departments, and make such other rules and regulations as may be necessary or proper for the efficient and economical conduct of the business of the city.

History: *(1292) 1909 c 170 s 3; 1959 c 305 s 5*

410.19 POWERS OF MAYOR AND COUNCIL.

The charter commission may incorporate in such charter provisions defining the powers and duties of the mayor and each member of the council, and may provide that each member of the council shall perform such administrative duties as may be designated in such charter.

History: (1293) 1909 c 170 s 4; 1959 c 305 s 5

410.191 CITY COUNCIL MEMBERS; CITY EMPLOYMENT.

Notwithstanding any charter provision, neither the mayor nor any city council member may be employed by the city. For purposes of this section, "employed" refers to full-time permanent employment as defined by the city's employment policy.

History: 2010 c 206 s 1

410.20 RECALL AND REMOVAL OF OFFICERS; ORDINANCES.

Such commission may also provide for the recall of any elective municipal officer and for removal of the officer by vote of the electors of such city, and may also provide for submitting ordinances to the council by petition of the electors of such city and for the repeal of ordinances in like manner; and may also provide that no ordinance passed by the council, except an emergency ordinance, shall take effect within a certain time after its passage, and that if, during such time, a petition be made by a certain percentage of the electors of the city protesting against the passage of such ordinance until the same be voted on at an election held for such purpose, and then such ordinance to take effect or not as determined by such vote.

History: (1294) 1909 c 170 s 5; 1959 c 305 s 5; 1986 c 444

410.21 APPLICATION OF GENERAL ELECTION LAWS.

The provisions of any charter of any such city adopted pursuant to this chapter shall be valid and shall control as to nominations, primary elections, and elections for municipal offices, notwithstanding that such charter provisions may be inconsistent with any general law relating thereto, and such general laws shall apply only in so far as consistent with such charter.

History: (1295) 1909 c 170 s 6

410.22 [Repealed, 1973 c 503 s 6]

410.23 [Repealed, 1959 c 305 s 6]

410.24 NEW OR REVISED CHARTER.

Any city having a home rule charter may submit and adopt a new or revised charter in the manner provided by law for the original adoption of such home rule charter.

History: (1298) 1909 c 236 s 2; 1961 c 608 s 8

410.25 [Repealed, 1959 c 305 s 6]

410.26 [Repealed, 1961 c 608 s 10]

410.27 [Repealed, 1973 c 503 s 6]

410.30 CITY MAY REVERT TO STATUTORY CITY; PROCESS; TRANSITION.

Any city of any class having a home rule charter may abandon such charter and become a statutory city. A proposal to abandon the charter shall be presented, adopted, and become effective in the same manner as a charter amendment, and all statutory provisions relating to home rule charter amendments shall apply to a proposal to abandon a charter. Such proposal shall include a schedule containing all necessary provisions for transition to a statutory city form of government, including such provisions with reference to terms of incumbent officers as are deemed appropriate to place the municipality on the regular statutory city election schedule as soon as practicable. The proposal may provide in effect for continuance of specified provisions of the home rule charter for an interim period and shall specify the standard plan or the optional plan under which the municipality is to operate as a statutory city.

History: 1965 c 561 s 1; 1973 c 123 art 5 s 7; 1973 c 503 s 5

410.31 [Repealed, 1973 c 503 s 6]

410.32 CITIES MAY ISSUE CAPITAL NOTES FOR CAPITAL EQUIPMENT.

(a) Notwithstanding any contrary provision of other law or charter, a home rule charter city may, by resolution and without public referendum, issue capital notes subject to the city debt limit to purchase capital equipment.

(b) For purposes of this section, "capital equipment" means:

(1) public safety equipment, ambulance and other medical equipment, road construction and maintenance equipment, and other capital equipment;

(2) computer hardware and software, whether bundled with machinery or equipment or unbundled, together with application development services and training related to the use of the computer hardware and software; and

(3) projects that eliminate R-22, as defined in section 240A.09, paragraph (b), clause (2).

(c) The equipment or software must have an expected useful life at least as long as the term of the notes.

(d) The notes shall be payable in not more than 20 years and be issued on the terms and in the manner determined by the city. The total principal amount of the capital notes issued in a fiscal year shall not exceed 0.03 percent of the estimated market value of taxable property in the city for that year.

(e) A tax levy shall be made for the payment of the principal and interest on the notes, in accordance with section 475.61, as in the case of bonds.

(f) Notes issued under this section shall require an affirmative vote of two-thirds of the governing body of the city.

(g) Notwithstanding a contrary provision of other law or charter, a home rule charter city may also issue capital notes subject to its debt limit in the manner and subject to the limitations applicable to statutory cities pursuant to section 412.301.

History: 1983 c 361 s 1; 1988 c 702 s 2; 1988 c 719 art 5 s 84; 1989 c 1 s 4; 1990 c 612 s 15; 2003 c 127 art 12 s 15; 1Sp2003 c 21 art 10 s 11; 2005 c 152 art 1 s 8; 2008 c 154 art 10 s 15; 2013 c 143 art 12 s 8; art 14 s 64; 1Sp2017 c 1 art 7 s 3; 2023 c 64 art 12 s 6

410.325 TAX ANTICIPATION CERTIFICATES.

Notwithstanding a contrary provision of other law or charter, a home rule charter city may issue tax anticipation certificates in the manner and subject to the limitations applicable to statutory cities under section 412.261. The certificates may also be issued in anticipation of federal and state aids, but the total amount of certificates issued against any fund for any year with interest on them must not exceed any limits in the charter relating to the total of the anticipated tax levy and the anticipated state aids for any fund not yet collected or received.

History: *1995 c 264 art 9 s 10*

410.33 SAVINGS CLAUSE.

If a city charter is silent on a matter that is addressed for statutory cities by chapter 412 or other general law and general law does not prohibit a city charter from addressing the matter or expressly provide that a city charter prevails over general law on the matter, then the city may apply the general law on the matter.

History: *1994 c 446 s 1*

Reference: Request to Bid – Stieg Road Improvements

The project will be constructed in two phases to allow access to the development and businesses along Stieg Road. However, the roadway will be closed during the duration of the project to through traffic.

County Road 116 Restriping

The project includes restriping a southbound left turn lane from County Road 116 onto Stieg Road. There is no pavement widening on County Road 116 as part of this project.

Estimated Project Costs

Below is a Summary of the estimated project costs. The costs below do not account for the easement acquisition costs which are the responsibility of the developer.

<i>Item</i>	<i>Estimated Construction Cost</i>
Base Bid	\$2,208,154.74
5% Contingency	\$110,407.74
Total Estimated Construction Cost	\$2,318,562.48

Project Schedule

Below is an outline of the project schedule.

Council Authorizes Ad for Bids	February 8, 2024
Bid Opening	March 14, 2024
Construction	Summer 2024

Engineer's Recommendation

We recommend that the City Council review and Accept the Plans and Specification and authorize the advertisement for bids for the Stieg Road Improvements Project.

STANTEC CONSULTING SERVICES INC.



Steven Hegland, PE
Project Engineer

Attachments:

- Advertisement for Bid
- Stieg Road Improvements – Select Plan Sheets

CONSTRUCTION PLANS FOR STIEG ROAD IMPROVEMENTS

OWNER:
CITY OF CORCORAN



8200 COUNTY ROAD 116
CORCORAN, MN 55340

ENGINEER:
STANTEC CONSULTING SERVICES INC.

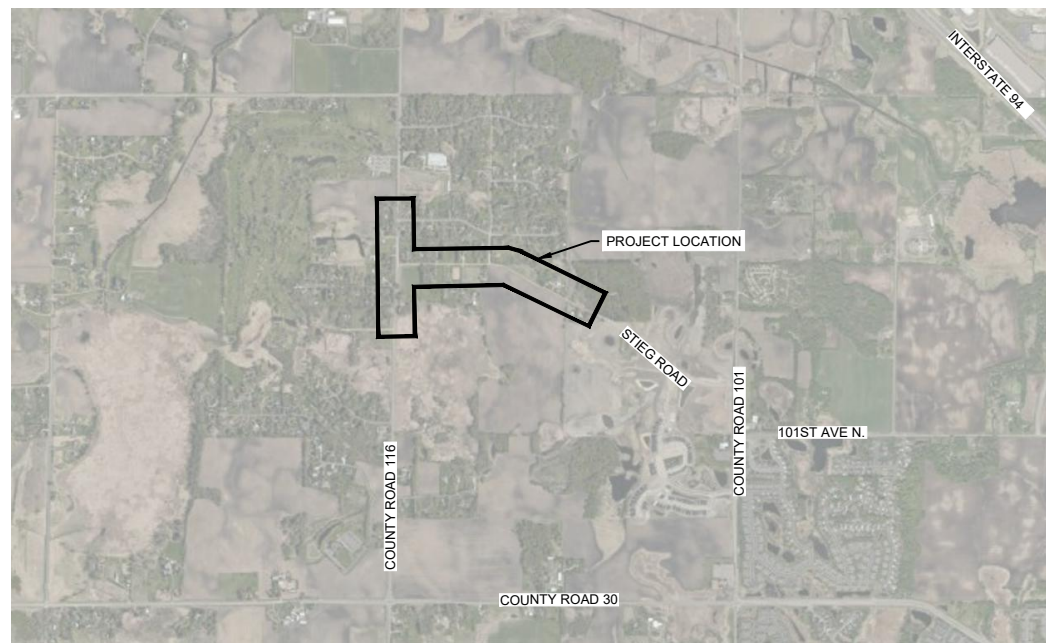


ONE CARLSON PARKWAY N.
SUITE 100
PLYMOUTH, MN 55447
CONTACT: STEVE HEGLAND, P.E.
PH: (952) 334-5815

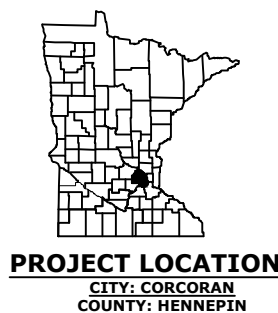
DESIGN DESIGNATION (ROAD)

STA. 0+00 TO STA. 35+24	
FUNCTIONAL CLASSIFICATION	COLLECTOR
NO. & WIDTH OF TRAFFIC LANES	3 LANES, 12 FEET WIDE
NO. & WIDTH OF PARKING LANES	0
ADT (PRESENT YEAR) 2022	500 ADT AT CR-116 & STIEG RD
ADT (PRESENT YEAR) 2022	3,570 ADT AT CR-101 & STIEG RD
ADT (FUTURE YEAR) 2042	4,370 ADT AT CR-101 & STIEG RD
DESIGN SPEED (MPH)	40
DESIGN LOAD	10 TONS
DESIGN SPEED BASED ON	STOPPING SIGHT DISTANCE
HEIGHT OF EYE (FT.)	3.5
HEIGHT OF OBJECT (FT.)	2.0
DESIGN SPEED NOT ACHIEVED AT	NA

STIEG ROAD
CORCORAN, MN 55340
FEBRUARY 2024



PROJECT LOCATION MAP
NOT TO SCALE



PROJECT LOCATION
CITY: CORCORAN
COUNTY: HENNEPIN

THIS PLAN SET CONTAINS 44 SHEETS

Sheet Number	Sheet Title
G-101	COVER SHEET
G-102	GENERAL NOTES AND LEGEND
G-103	ALIGNMENT PLAN
G-104	TYPICAL SECTIONS
G-105	TYPICAL SECTIONS
G-106	TYPICAL SECTIONS
G-107	PHASING MAP
C-001	EX CONDITIONS AND REMOVALS
C-002	EX CONDITIONS AND REMOVALS
C-003	EX CONDITIONS AND REMOVALS
C-101	SITE PLAN
C-102	SITE PLAN
C-103	SITE PLAN - PEDESTRIAN RAMPS
C-201	SWPPP
C-202	EROSION CONTROL AND RESOTRATION PLAN
C-203	EROSION CONTROL AND RESOTRATION PLAN
C-301	ROAD PLAN AND PROFILE
C-302	ROAD PLAN AND PROFILE
C-303	ROAD PLAN AND PROFILE
C-401	UTILITY PLAN
C-402	UTILITY PLAN
C-501	STORM PLAN & PROFILE
C-502	STORM PLAN & PROFILE
C-503	STORM PLAN & PROFILE
C-601	SIGNAGE AND STRIPING PLAN
C-602	SIGNAGE AND STRIPING PLAN
C-603	SIGNAGE AND STRIPING PLAN
C-701	CROSS SECTIONS
C-702	CROSS SECTIONS
C-703	CROSS SECTIONS
C-704	CROSS SECTIONS
C-705	CROSS SECTIONS
C-706	CROSS SECTIONS
C-707	CROSS SECTIONS
C-801	DETAILS
C-802	DETAILS
C-803	DETAILS
C-804	DETAILS
C-805	DETAILS
C-806	DETAILS
C-807	DETAILS
C-808	DETAILS
C-809	DETAILS
C-810	DETAILS

Stantec
ONE CARLSON PARKWAY N.
SUITE 100
PLYMOUTH, MN 55447
PHONE: 763-479-4200
FAX: 763-479-4242
WWW.STANTEC.COM

CLIENT:
CITY OF CORCORAN
8200 COUNTY ROAD 116
CORCORAN, MN 55340



PROJECT TITLE:
STIEG ROAD IMPROVEMENTS
CORCORAN, MINNESOTA

DATE	DESCRIPTION	ISSUE NO.	PROJECT TITLE
02/06/2024	ISSUED FOR BID	0	STIEG ROAD IMPROVEMENTS

CERTIFICATION:
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Steve Hegland
STEVEN HEGLAND
LICENSE NO.: 52243
DATE: 02/06/2024

PROJECT NO.:	227704864	
DWN BY:	CHKD BY:	APP'D BY:
NF	NPW	SH
ISSUE DATE:	02/06/2024	
ISSUE NO.:	0	

SHEET TITLE:
COVER SHEET

SHEET NO.:
G-101

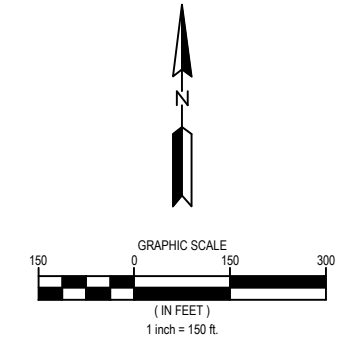
WARNING:
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GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

APPROVED: _____
KENTON C. TORVE CITY OF CORCORAN ENGINEER

RECOMMENDED FOR APPROVAL: _____ DATE: _____
HENNEPIN COUNTY DESIGN DIVISION ENGINEER

APPROVED: _____ DATE: _____
HENNEPIN COUNTY HIGHWAY ENGINEER

STIEG ROAD CENTERLINE									
NUMBER	BEGIN STATION	END STATION	NORTHING	EASTING	RADIUS	LENGTH	LINE/CORD DIRECTION	DELTA ANGLE	CORD LENGTH
L1	0+00.00	8+29.03	229276.71	458836.74		829.03	N89° 45' 13.87"E		
C1	8+29.03	8+51.64	229280.27	459665.76	815.00	22.62	S89° 27' 04.31"E	1° 35' 24"	22.61
L2	8+51.64	15+12.36	229280.05	459688.38		660.71	S88° 39' 22.49"E		
C2	15+12.36	19+18.73	229264.56	460348.91	815.21	406.37	S74° 22' 32.51"E	28° 33' 40"	402.18
L3	19+18.73	24+13.61	229156.24	460736.22		494.89	S60° 05' 42.54"E		
C3	24+13.61	29+01.43	228909.51	461165.22	6253.47	487.81	S62° 19' 47.58"E	4° 28' 10"	487.69
L4	29+01.43	37+28.07	228683.03	461597.13		826.64	S64° 33' 52.61"E		



PROJECT TITLE	ISSUE NO.	DESCRIPTION	DATE
STIEG ROAD IMPROVEMENTS	0	ISSUED FOR BID	02/06/2024

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 STEVEN HEGLAND

LICENSE NO.: 52243
 DATE: 02/06/2024

PROJECT NO.: 227704864

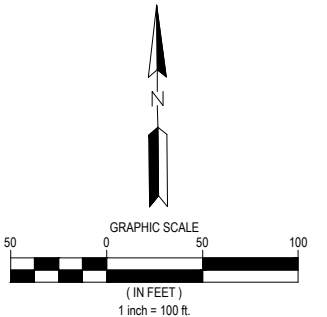
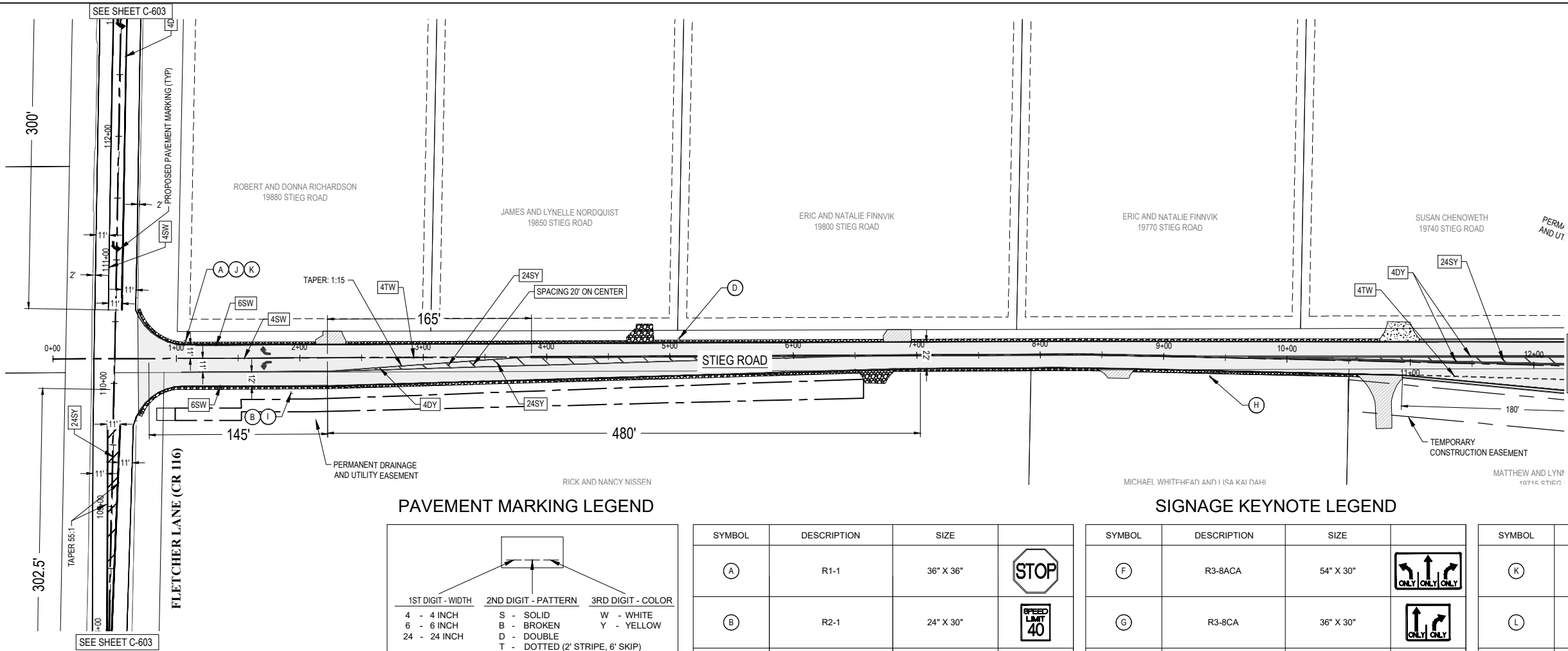
DWN BY:	CHK'D BY:	APP'D BY:
NF	NPW	SH

ISSUE DATE: 02/06/2024

ISSUE NO.: 0

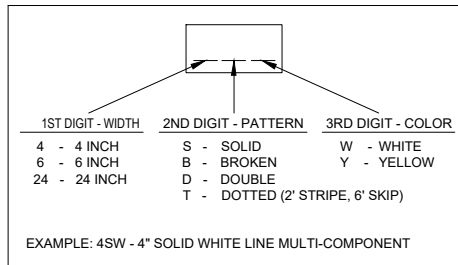
SHEET TITLE:
 ALIGNMENT PLAN

SHEET NO.:
G-103



1. SEE SHEET G-102 FOR ADDITIONAL PROJECT NOTES.
2. SEE SHEET G-102 FOR LEGEND.
3. UTILITIES SHOWN ON EXISTING CONDITIONS ARE UTILITY QUALITY LEVEL D. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ENGINEER IMMEDIATELY OF ANY UTILITY CONFLICTS WITHIN THE PROJECT AREA AND SHALL BE RESPONSIBLE FOR COORDINATING WORK AROUND SUCH UTILITIES.
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7. ALL SIGN POST NEED TO BE SQUARE TUBE AND FOLLOW MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.

PAVEMENT MARKING LEGEND

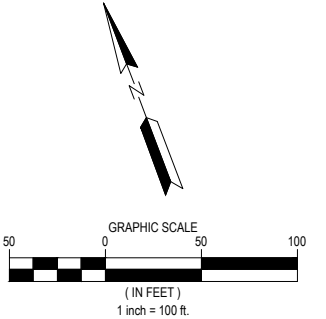
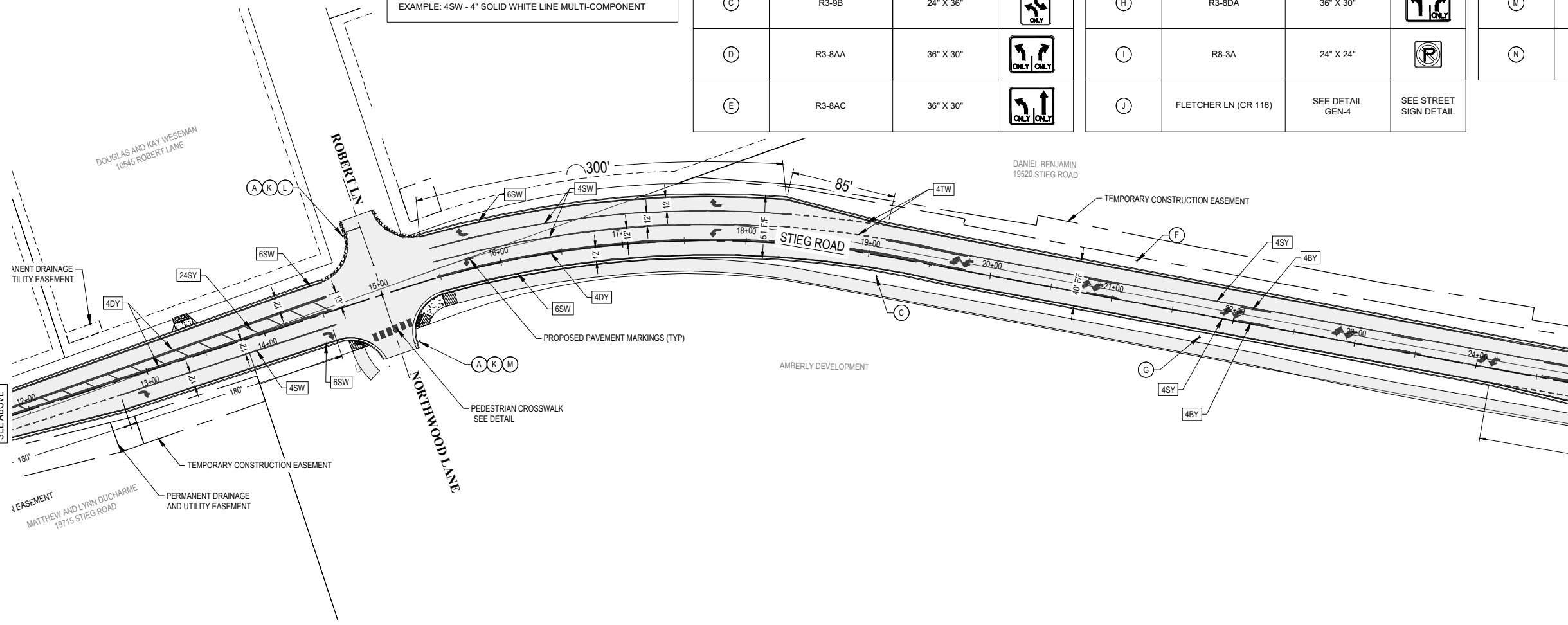


SIGNAGE KEYNOTE LEGEND

SYMBOL	DESCRIPTION	SIZE	IMAGE
(A)	R1-1	36" X 36"	
(B)	R2-1	24" X 30"	
(C)	R3-9B	24" X 36"	
(D)	R3-8AA	36" X 30"	
(E)	R3-8AC	36" X 30"	

SYMBOL	DESCRIPTION	SIZE	IMAGE
(F)	R3-8ACA	54" X 30"	
(G)	R3-8CA	36" X 30"	
(H)	R3-8DA	36" X 30"	
(I)	R8-3A	24" X 24"	
(J)	FLETCHER LN (CR 116)	SEE DETAIL GEN-4	SEE STREET SIGN DETAIL

SYMBOL	DESCRIPTION	SIZE	SEE DETAIL
(K)	STIEG ROAD	SEE DETAIL GEN-4	SEE DETAIL GEN-4
(L)	ROBERT LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4
(M)	NORTHWOOD LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4
(N)	KENWOOD LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4

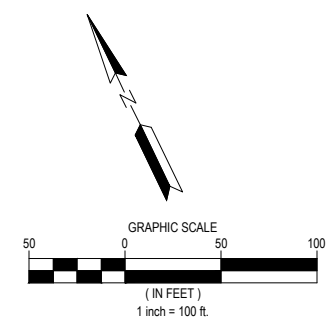
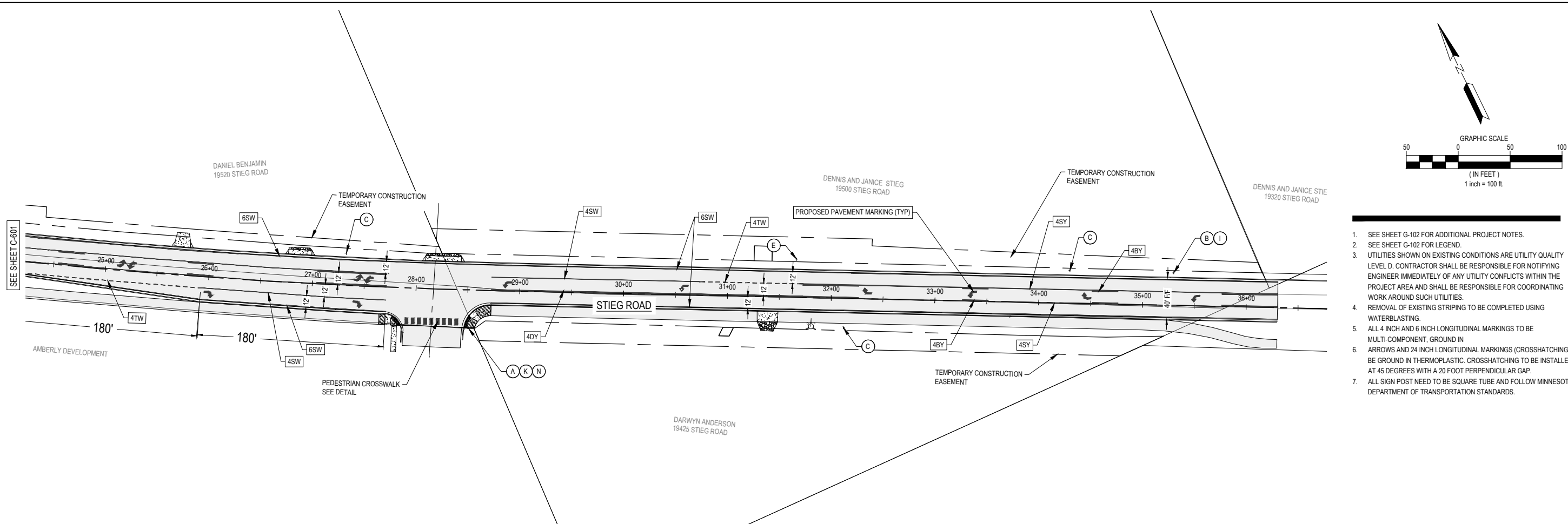


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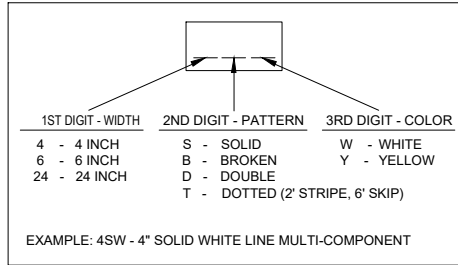
GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

PROJECT TITLE:	STIEG ROAD IMPROVEMENTS		
ISSUE NO.:	0		
DATE:	02/06/2024		
DESCRIPTION:	ISSUED FOR BID		
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	STEVEN HEGLAND		
	LICENSE NO.: 52243		
	DATE: 02/06/2024		
	PROJECT NO.: 227704864		
	DWN BY:	CHKD BY:	APP'D BY:
	NF	NPW	SH
	ISSUE DATE: 02/06/2024		
	ISSUE NO.: 0		
SHEET TITLE:	SIGNAGE AND STRIPING PLAN		
SHEET NO.:	C-601		



1. SEE SHEET G-102 FOR ADDITIONAL PROJECT NOTES.
2. SEE SHEET G-102 FOR LEGEND.
3. UTILITIES SHOWN ON EXISTING CONDITIONS ARE UTILITY QUALITY LEVEL D. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ENGINEER IMMEDIATELY OF ANY UTILITY CONFLICTS WITHIN THE PROJECT AREA AND SHALL BE RESPONSIBLE FOR COORDINATING WORK AROUND SUCH UTILITIES.
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PAVEMENT MARKING LEGEND



SIGNAGE KEYNOTE LEGEND

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(H)	R3-8DA	36" X 30"	
(I)	R8-3A	24" X 24"	
(J)	FLETCHER LN (CR 116)	SEE DETAIL GEN-4	SEE STREET SIGN DETAIL

SYMBOL	DESCRIPTION	SIZE	
(K)	STIEG ROAD	SEE DETAIL GEN-4	SEE DETAIL GEN-4
(L)	ROBERT LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4
(M)	NORTHWOOD LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4
(N)	KENWOOD LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4

Stantec
 ONE CARLSON PARKWAY N.
 SUITE 100
 PLYMOUTH, MN 55447
 PHONE: 763-479-4200
 FAX: 763-479-4242
 WWW.STANTEC.COM

CLIENT:
CITY OF CORCORAN
 8200 COUNTY ROAD 116
 CORCORAN, MN 55340

STIEG ROAD IMPROVEMENTS
 CORCORAN, MINNESOTA

PROJECT TITLE	ISSUE NO.	DESCRIPTION	DATE
STIEG ROAD IMPROVEMENTS	0	ISSUED FOR BID	02/06/2024

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GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

PROJECT NO.: 227704864

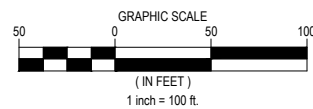
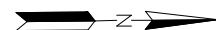
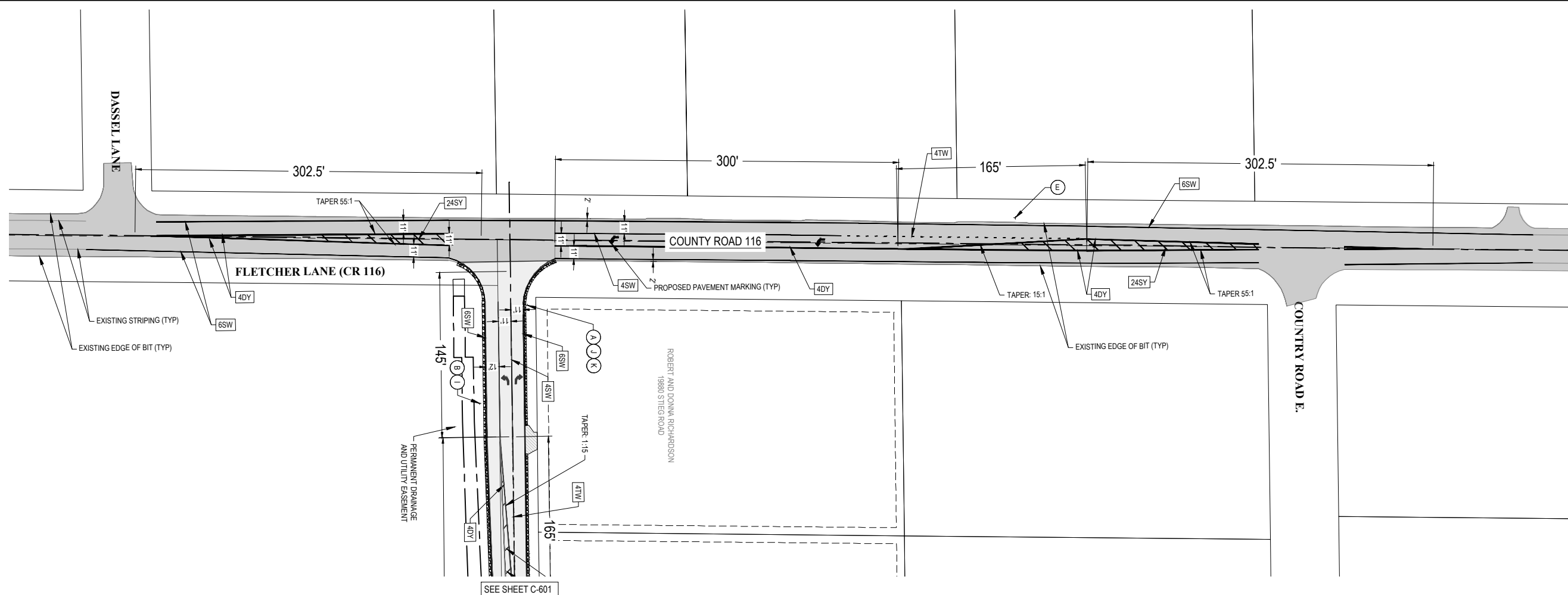
DWN BY:	CHKD BY:	APP'D BY:
NF	NPW	SH

ISSUE DATE: 02/06/2024

ISSUE NO.: 0

SHEET TITLE:
 SIGNAGE AND STRIPING PLAN

SHEET NO.:
C-602

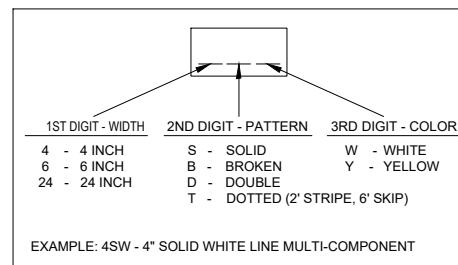


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LEGEND

EXISTING ASPHALT SURFACE

PAVEMENT MARKING LEGEND



SYMBOL	DESCRIPTION	SIZE	
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SIGNAGE KEYNOTE LEGEND

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(L)	ROBERT LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4
(M)	NORTHWOOD LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4
(N)	KENWOOD LANE	SEE DETAIL GEN-4	SEE DETAIL GEN-4

PROJECT TITLE:

ISSUE NO.	DESCRIPTION	DATE	ISSUED FOR
0		02/06/2024	

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STEVEN HEGLAND

LICENSE NO.: 52243

DATE: 02/06/2024

PROJECT NO.: 227704864

DWN BY: NF CHKD BY: NPW APP'D BY: SH

ISSUE DATE: 02/06/2024

ISSUE NO.: 0

SHEET TITLE:
SIGNAGE AND STRIPING PLAN

SHEET NO.:
C-603

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GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

NOTICE TO CONTRACTORS

Electronic Bid Proposals will be received by the City of Corcoran, 8200 County Road 116, Corcoran, Minnesota 55340, on the QuestCDN.com website via the VirtuBid electronic bidding application. Only electronic bids will be accepted for this project. Bids will be received on the QuestCDN.com website, until 1:00 p.m., Thursday March 14, 2024 at which time such bids will be publicly opened electronically and reviewed for the furnishing of all labor, materials, and all else necessary for the following:

Stieg Road Improvements

The work, in accordance with Drawings and Specifications prepared by Stantec Consulting Services Inc., consists of the following major items of work and approximate quantities:

17,630 Cubic Yards	Common Excavation – Onsite (EV)
12,500 Cubic Yards	Common Excavation – Offsite (EV)
16,700 Square Yard	Geotextile Fabric, Type V Non-Woven
7,600 Tons	Select Granular Borrow Modified
11,700 Tons	Aggregate Base, Class 5
4,310 Tons	Bituminous Pavement
5,220 Linear Feet	Curb and Gutter
2,000 Linear Feet	Storm Sewer
17 Each	Storm Sewer Structure
1,500 Linear Feet	Watermain

Together with selective demolition, traffic control, erosion controls, seeding, and other related appurtenances.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to the "City of Corcoran" (OWNER) in the amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with the surety company thereon duly authorized to do business in the State of Minnesota. Such Bid Security to be a guarantee that the bidder will not, without the consent of the OWNER, withdraw their bid for a period of ninety (90) days after the opening of bids, and if awarded a contract, will enter into a contract with the OWNER; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. All bid securities except those of the three lowest bidders will be returned within five days after the opening of bids.

Eligible Bidders for this project must meet the Minimum Criteria as defined in the Section 00 45 49 Responsible Contractor Law in accordance with Minnesota Statutes § 16C.285, subdivision 3, and additional criteria required by the OWNER.

Bid Proposals shall be submitted on forms furnished for that purpose. Bids shall be submitted electronically through the QuestCDN website in accordance with the Instructions to Bidders. No bidder shall withdraw their bid, without the consent of the

OWNER, for the period of days indicated above after the date for the opening thereof. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies. A work history detailing qualifications and past experience must be provided upon request.

The Project Manual is available on QuestCDN (www.questcdn.com). You may download the digital plan documents by inputting Quest Project #xxxxx on the website's project search page. Please contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information, and submission of electronic bids.

Stantec Consulting Services Inc.
One Carlson Parkway, Suite 100
Plymouth, Minnesota 55447
Telephone: (763) 479-4200
Fax: (763) 479-4242

Direct inquiries to Steve Hegland at (763) 479-4237 or steven.hegland@stantec.com or Nick Findley at (952)-334-0653 or nick.findley@stantec.com.

Steve Hegland, Senior Civil Engineer
Stantec Consulting Services

PUBLISHED: QuestCDN.com: February 15, 2024
Crow River News: February 15, 2024

STAFF REPORT

Agenda Item: 9c.

Council Meeting: February 8, 2024	Prepared By: Kevin Mattson
Topic: Public Works Resignation and Hiring Process Authorization	Action Required: Acceptance and Authorization

Summary

On February 2, 2024, the City received a letter of resignation (retirement) from Public Works Maintenance Worker Clyde Bechtold. The Council should accept this resignation.

Previously, on October 26, 2023, the Council had authorized staff to move forward with a hiring process for an open Maintenance Worker position. First round interviews have been completed with final interviews scheduled for February 7th.

Staff is requesting authorization to hire up to two preferred candidates – one to fill the open position and the other to replace the abovementioned retiring employee.

The staff recommended appointments from these processes will be brought to back council.

Financial/Budget

Both positions are in the 2024 budget.

Council Action

Accept the resignation of Clyde Bechtold and authorize staff to complete the hiring process for two Maintenance Worker positions.

Attachments

1. Bechtold Letter of Resignation.

February 2, 2024

Dear City Administrator Jay Tobin,

I am submitting my letter of resignation with my last working day as March 22, 2024.

I have been with the City of Corcoran for 33 years working proudly for the Public Works and Parks Departments. It has been an honor to serve the community. I will miss everyone and look forward to my next chapter.

Thank you for this opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Clyde Bechtold".

Clyde Bechtold

STAFF REPORT

Agenda Item: 9d.

Council Meeting: February 8, 2024	Prepared By: Kevin Mattson
Topic: CR 116 Multi-Modal Trail Maintenance Regional Solicitation Grant Discussion	Action Required: Direction

Summary

Hennepin County staff has formally requested that the City of Corcoran reconsider the city's position regarding snow and ice control responsibilities as part of the county's funding application for the CR 116 (Fletcher Ln) Multi-Use Trail Project (see Attachment 1).

The Met Council's TAC Funding and Programming Committee has unanimously expressed concerns regarding "insufficient evidence of commitment" for snow and ice control for the new multi-use trail facility.

Provided below was the recent motion:

"That Hennepin County's CR 116 (Fletcher Ln) Multi-Use Trail Project be allowed to compete within the 2024 Regional Solicitation provided that an agency commits to year-round snow and ice control for the new trail facility by February 12, 2024."

The Met Council's demand on a snow and ice control maintenance commitment and the current Hennepin County Cost Participation and Maintenance Policies would require the City to complete the winter trail maintenance work to proceed with the project funding application.

Financial/Budget

Currently, no financial commitment is required. Hennepin County's letter estimates the City contribution at approximately \$655,000 post federal funds. Additionally, the city likely will be responsible for ongoing maintenance costs associated with the trail if the project moves forward.

Options

1. Consider modifications to Resolution 2023-98 and approve if supported.
2. Decline the opportunity.

Recommendation

Staff feels that the previously approved Resolution 2023-98 appropriately addresses the trail maintenance item considering the status of the design scope, however, it is likely that the trail project as proposed would be deemed ineligible for the 2024 funding solicitation.

Council should consider modifications to Resolution 2023-98 and approve if supported.

Attachments

1. Hennepin County Email Correspondence
2. Resolution 2023-98
3. Staff Report 10a. 2024 Regional Solicitation – Hennepin County (11/20/23)

Agenda Attachment Item: 9d.

From: [Kevin Mattson](#)
To: [Jason R Pieper](#)
Cc: [Kelsey Meer](#); [Jessica Christensen Buck](#); [Carla Stueve](#); [Emily Buell](#); [Chad D Ellos](#); [Jay Tobin](#)
Subject: RE: [External] RE: 2024 Regional Solicitation | CR 116 Multi-Use Trail Application | Qualifying Requirements
Date: Friday, January 19, 2024 9:45:03 AM

Thanks for the update Jason...we would likely have to bring any new information to the 2/8 council meeting with a 2/1 packet deadline.

Kevin Mattson, PE

Public Works Director

City of Corcoran

763-400-7028

www.corcoranmn.gov

From: Jason R Pieper <Jason.Pieper@hennepin.us>
Sent: Thursday, January 18, 2024 6:20 PM
To: Kevin Mattson <kmattson@corcoranmn.gov>
Cc: Kelsey Meer <kmeer@corcoranmn.gov>; Jessica Christensen Buck <jchristensenbuck@corcoranmn.gov>; Carla Stueve <Carla.Stueve@hennepin.us>; Emily Buell <Emily.Buell@hennepin.us>; Chad D Ellos <Chad.Ellos@hennepin.us>
Subject: RE: [External] RE: 2024 Regional Solicitation | CR 116 Multi-Use Trail Application | Qualifying Requirements

Good afternoon Kevin,

At today's Funding & Programming Committee meeting, the group unanimously made the following motion regarding the county's CR 116 (Fletcher Ln) Multi-Use Trail Project as part of [Action Transmittal 2024-11](#). I plan to discuss options with Carla later this week, and I anticipate county staff will reach out to the city in the near future.

That Hennepin County's CR 116 (Fletcher Ln) Multi-Use Trail Project be allowed to compete within the 2024 Regional Solicitation provided that an agency commits to year-round snow & ice control for the new trail facility by ~~January 31, 2024~~ amended to February 12, 2024.

Additionally, am I correct in thinking that the revised deadline of February 12 will allow us to leverage the January 25 or February 8 City Council meetings? If so, does February 2 represent the packet deadline for the February 8 meeting?

Regards,

Jason Pieper

Transportation Engineer

Transportation Project Delivery – Capital Programming

Mobile: 651-357-8037

Jason.Pieper@hennepin.us | hennepin.us

Hennepin County Public Works
1600 Prairie Drive
Medina, MN 55340

From: Kevin Mattson <kmattson@corcoranmn.gov>

Sent: Thursday, January 18, 2024 9:20 AM

To: Jason R Pieper <Jason.Pieper@hennepin.us>

Cc: Kelsey Meer <kmeer@corcoranmn.gov>; Jessica Christensen Buck <jchristensenbuck@corcoranmn.gov>; Carla Stueve <Carla.Stueve@hennepin.us>; Emily Buell <Emily.Buell@hennepin.us>; Chad D Ellos <Chad.Ellos@hennepin.us>

Subject: [External] RE: 2024 Regional Solicitation | CR 116 Multi-Use Trail Application | Qualifying Requirements

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Thanks for the heads up Jason...please keep us posted.

Our only council meeting before the end of the month is Thursday, January 25th with the packet due tomorrow.

Kevin Mattson, PE

Public Works Director

City of Corcoran

763-400-7028

www.corcoranmn.gov

From: Jason R Pieper <Jason.Pieper@hennepin.us>

Sent: Wednesday, January 17, 2024 1:55 PM

To: Kevin Mattson <kmattson@corcoranmn.gov>

Cc: Kelsey Meer <kmeer@corcoranmn.gov>; Jessica Christensen Buck <jchristensenbuck@corcoranmn.gov>; Carla Stueve <Carla.Stueve@hennepin.us>; Emily Buell <Emily.Buell@hennepin.us>; Chad D Ellos <Chad.Ellos@hennepin.us>

Subject: 2024 Regional Solicitation | CR 116 Multi-Use Trail Application | Qualifying Requirements

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Good afternoon Kevin,

Back on December 15, county staff submitted the [CR 116 Multi-Use Trail Project](#) as part of the 2024 Regional Solicitation. I have learned that MetCouncil staff have expressed concerns regarding "insufficient evidence of commitment" for snow & ice control for the new multi-use trail facility. The attached email represents the correspondence between MetCouncil and

Hennepin County on the topic.

Further discussions, along with a decision, will be determined as part of TAC Funding & Programming's [Action Transmittal 2024-11](#) on Thursday, January 18. Based on our initial correspondence, it appears that further evidence of commitment may be requested by January 31, 2024 – however, I'll see how things go at tomorrow's meeting.

I'll plan to debrief Carla at my 1on1 meeting on Friday, January 19 and discuss next steps (if applicable). No action needed from the city at this time, just wanted to get this on your radar.

Regards,

Jason Pieper

Transportation Engineer

Transportation Project Delivery – Capital Programming

Mobile: 651-357-8037

Jason.Pieper@hennepin.us | hennepin.us

Hennepin County Public Works

1600 Prairie Drive

Medina, MN 55340

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CITY OF CORCORAN

A Hidden Gem Waiting To Be Discovered

www.corcoranmn.gov

11/20/2023

Carla Stueve, P.E.
Director and County Highway Engineer
Hennepin County Transportation Project Delivery
1600 Prairie Drive
Medina, MN 55340

CR 116 (Fletcher Ln) Bikeway Project
Attachment 11 | City of Corcoran Support Letter

Dear Ms. Stueve:

The City of Corcoran hereby expresses its support for sections of Hennepin County’s Regional Solicitation federal funding application for the proposed multi-use trail project on County Rd 116 (Fletcher Ln) from CSAH 10 to 1200’ South of County Rd 159 (Territorial Rd) in the Cities of Corcoran and Rogers.

Included in our support are the areas of overlap with the proposed Diamond Lake Regional Trail crossings near County Rd 116/County Rd 30 and south of Corcoran City Hall along County Rd 116. The opportunity to coordinate safe crossings for the multiple uses of the trail is an area of the project that we would be interested in exploring with Hennepin County. Another area of interest the City of Corcoran’s proposed linear park along County Rd 116 and the coordinated effort the two entities could incorporate to develop a continuous trail along the road.

As part of the support of the project, the City of Corcoran requests the City explore the option further of extending the project north to Hackamore Rd to better include the Ravinia, Tavera, and Walcott Glen developments. This extension would further connect the trails to Maple Grove and the Diamond Lake Regional Trail.

It is anticipated that the project will be coordinated with a county-led pavement rehabilitation project along the corridor to promote complete and green streets opportunities. This project will improve accessibility, safety, and mobility improvements for people walking, rolling, and biking thereby enhancing the livability and quality of life for Corcoran, Rogers, and Hennepin County residents.

The City of Corcoran acknowledges that the city will likely be required to cost participate in this project as outlined in the county’s cost participation policy. However, at this time we cannot support the estimated city contribution of \$655,000 as provided. Specific details regarding cost participation and maintenance responsibilities are anticipated to be determined during the design process as project development is advanced.

Thank you for making us aware of this application and project, and the opportunity to provide support. The city looks forward to working with you on this project.

Sincerely,

Kevin Mattson, PE
Public Works Director
City of Corcoran

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

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

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

RESOLUTION NO. 2023-98

Motion By: Bottema
Seconded By: Schultz

A RESOLUTION SUPPORTING THE HENNEPIN COUNTY 2024 REGIONAL SOLICITATION

WHEREAS, The City of Corcoran recognizes the trails as an important component, providing a desirable recreational and transportation amenity to the residents of the City and the County; and

WHEREAS, The multi-use trail facility along County Road 116 from CSAH 10 to 1200' South of County Road 159 (Territorial Road) will provide safe, off-street access to existing regional and City recreation amenities including the City trails and the Diamond Lake Regional Trail; and

WHEREAS, The City of Corcoran supports the potential coordination with Three Rivers Park District at intersections where crossings are noted in the adopted Diamond Lake Regional Trail master plan; and

WHEREAS, The City of Corcoran supports coordinated efforts between Hennepin County and the City to create a trail through the linear park, as developed; and

WHEREAS, due to the limited time to review the design and cost participation, further discussion and definition is required prior to support of City cost participation at \$655,000; and

WHEREAS, further discussion regarding maintenance and scope continue between the City of Corcoran and Hennepin County to further refine the vision; and

WHEREAS, further discussion regarding exploring extension opportunity to the intersection of Hackamore Road and County Road 116 and/or other trail extension opportunities; and

NOW THEREFORE BE IT RESOLVED, that the City of Corcoran supports the Hennepin County 2024 Regional Solicitation.

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

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

Whereupon, said Resolution is hereby declared adopted on this 20th of November, 2023.



Tom McKee – Mayor

ATTEST:



Michelle Friedrich – City Clerk

STAFF REPORT

Agenda Item: 10a.

Council Meeting: November 20, 2023	Prepared By: Jessica Christensen Buck
Topic: 2024 Regional Solicitation – Hennepin County	Action Required: Approval

Summary

Hennepin County contacted Public Works Director Mattson as part of the 2024 Regional Solicitation to construct the County Road 116 (Fletcher Ln) Bikeway Project. Per Hennepin County’s letter, the federal funding would be used to construct a multi-use trail facility along County Road 116 from County Road 10 to Territorial Road (Rogers). The federal funding is available for program years 2028 and 2029.

City and County staff met to further explore what the project would entail, and the level of commitment required at this time, should the City choose to participate. As part of the discussion, County staff noted that the City cost participation would be in accordance with the Hennepin County Cost Participation and Maintenance Policy (enclosed). It was noted that new construction of off-street shared-use paths/trails and right-of-way acquisition would be a 50-50 cost split between the City and Hennepin County. Routine trail maintenance including winter maintenance is the responsibility of the City.

City staff shared that a cooperative agreement with Three Rivers Park District was approved at the November 9, 2023 for the Diamond Lake Regional Trail. With both trails proposed to run north south through the city, nearby one another, staff expressed a greater need for connections north of County Road 10 to Larkin Road, or south of County Road 10 from Hackamore Road. The extension from Hackamore Road would allow for inclusion of the Ravinia, Tavera, and Walcott Glen neighborhoods. Additionally, this extension would provide connections to the Diamond Lake Regional Trail through Tavera and to the Maple Grove trail system through Ravinia.

Another area of discussion were the crossings north of County Road 10 at the Hope development located at County Road 116 and County Road 30, and south of St. Therese located near County Road 116 and County Road 10, in coordination with the Diamond Lake Regional Trail. These areas have been considered for trail crossings as part of the proposed Three Rivers Park District’s master plan. This project could provide an opportunity for a coordinated effort to create safe intersections near these areas.

Staff also informed the County of the City’s plans for a linear park along the east side of County Road 116 shown in the Southeast District Plan and Design Guidelines. Staff noted the City started to acquire land for the linear park with the development of the Wright Hennepin Energy substation and St. Therese. Staff inquired about how this area would be owned, maintained, etc., and determined it would likely be a continued trail, but separate entities.

The option to change the scope of the project, should the funds be acquired, was briefly explored. This was contemplated as a way to incorporate the Diamond Lake Regional Trail into the solicitation, as part of the desire to expand the trail. This process should be further vetted before relying on it as a truly viable option, and staff noted it can be an intensive process.

If the City Council chooses to support the Regional Solicitation, there are check-in points allowing for withdrawal or removal of support, prior to financial commitment.

During the November 16, 2023, Parks and Trails Commission, Commissioners recommended support of Hennepin County's 2024 Regional Solicitation with a desire for consideration of an extension of the trail to Hackamore Road, further exploration of cost and maintenance commitments, ensuring Corcoran trail standards are applied to the trail, and checkpoints are in place for the City to reconsider support as the process continues.

With the quick turnaround time of the solicitation request and limited upcoming Parks and Trails Commission and City Council meetings, staff compiled the attached resolution and letter of support for Council review and provide direction. Also attached is an initial letter regarding the project provided by Hennepin County which details the proposed and anticipated financial obligations as well as Hennepin County's Cost Participation and Maintenance Policies.

Financial/Budget

Currently, no financial commitment is required. Hennepin County's letter estimates the City contribution at approximately \$655,000 post federal funds. Additionally, the City will be responsible for ongoing maintenance costs associated with the trail.

Options

1. Approve Resolution 2023-98 and approve the Letter of Support as part of Hennepin County's Regional Solicitation.
2. Provide direction to staff to update Resolution 2023-98 and the Letter of Support as part of Hennepin County's Regional Solicitation.
3. Decline the opportunity.

Recommendation

Consider a motion approving Resolution 2023-98 and contributing the Letter of Support as part of Hennepin County's Regional Solicitation.

Attachments

1. Resolution 2023-98 Support for Hennepin County 2024 Regional Solicitation
2. Letter of Support
3. Hennepin County Initial Contact (Letter)
4. Proposed Anticipated Financial Obligation
5. Hennepin County Cost Participation and Maintenance Policies

RESOLUTION NO. 2023-98

Motion By:
Seconded By:

A RESOLUTION SUPPORTING THE HENNEPIN COUNTY 2024 REGIONAL SOLICITATION

WHEREAS, The City of Corcoran recognizes the trails as an important component, providing a desirable recreational and transportation amenity to the residents of the City and the County; and

WHEREAS, The multi-use trail facility along County Road 116 from CSAH 10 to 1200' South of County Road 159 (Territorial Road) will provide safe, off-street access to existing regional and City recreation amenities including the City trails and the Diamond Lake Regional Trail; and

WHEREAS, The City of Corcoran supports the potential coordination with Three Rivers Park District at intersections where crossings are noted in the adopted Diamond Lake Regional Trail master plan; and

WHEREAS, The City of Corcoran supports coordinated efforts between Hennepin County and the City to create a trail through the linear park, as developed; and

WHEREAS, due to the limited time to review the design and cost participation, further discussion and definition is required prior to support of City cost participation at \$655,000; and

WHEREAS, further discussion regarding maintenance and scope continue between the City of Corcoran and Hennepin County to further refine the vision; and

WHEREAS, further discussion regarding exploring extension opportunity to the intersection of Hackamore Road and County Road 116 and/or other trail extension opportunities; and

NOW THEREFORE BE IT RESOLVED, that the City of Corcoran supports the Hennepin County 2024 Regional Solicitation.

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

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

Whereupon, said Resolution is hereby declared adopted on this 20th of November, 2023.

Tom McKee – Mayor

ATTEST:

Michelle Friedrich – City Clerk

11/20/2023

Carla Stueve, P.E.
Director and County Highway Engineer
Hennepin County Transportation Project Delivery
1600 Prairie Drive
Medina, MN 55340

Dear Ms. Stueve:

The City of Corcoran hereby expresses its support for sections of Hennepin County's Regional Solicitation federal funding application for the proposed multi-use trail project on County Rd 116 (Fletcher Ln) from CSAH 10 to 1200' South of County Rd 159 (Territorial Rd) in the Cities of Corcoran and Rogers.

Included in our support are the areas of overlap with the proposed Diamond Lake Regional Trail crossings near County Rd 116/County Rd 30 and south of Corcoran City Hall along County Rd 116. The opportunity to coordinate safe crossings for the multiple uses of the trail is an area of the project that we would be interested in exploring with Hennepin County. Another area of interest the City of Corcoran's proposed linear park along County Rd 116 and the coordinated effort the two entities could incorporate to develop a continuous trail along the road.

As part of the support of the project, the City of Corcoran requests the City explore the option further of extending the project north to Hackamore Rd to better include the Ravinia, Tavera, and Walcott Glen developments. This extension would further connect the trails to Maple Grove and the Diamond Lake Regional Trail.

It is anticipated that the project will be coordinated with a county-led pavement rehabilitation project along the corridor to promote complete and green streets opportunities. This project will improve accessibility, safety, and mobility improvements for people walking, rolling, and biking thereby enhancing the livability and quality of life for Corcoran, Rogers, and Hennepin County residents.

The City of Corcoran acknowledges that the city will likely be required to cost participate in this project as outlined in the county's cost participation policy. However, at this time we cannot support the estimated city contribution of \$655,000 as provided. Specific details regarding cost participation and maintenance responsibilities are anticipated to be determined during the design process as project development is advanced.

Thank you for making us aware of this application and project, and the opportunity to provide support. The city looks forward to working with you on this project.

Sincerely,

HENNEPIN COUNTY
MINNESOTA

October 24, 2023

Kevin Mattson
Public Works Director
City of Corcoran– Department of Public Works
8200 County Road 116
Corcoran, MN 55340

Re: Support for 2024 Regional Solicitation Application
County Rd 116 (Fletcher Ln) from CSAH 10 to 1200' South of County Rd 159 (Territorial Rd)

Dear Mr. Mattson:

As part of the Metropolitan Council's 2024 Regional Solicitation, Hennepin County is submitting an application to seek federal funding for the construction of a multi-use trail facility along County Rd 116 (Fletcher Ln) from CSAH 10 to 1200' South of County Rd 159 (Territorial Rd) in the Cities of Corcoran and Rogers. Federal funding through this solicitation is available for program years 2028 and 2029.

The project for this funding application will involve the construction of a dedicated facility for people biking along County Rd 116 (Fletcher Ln) from CSAH 10 to 1200' South of County Rd 159 (Territorial Rd). It is anticipated that this project will be coordinated with a county-led pavement rehabilitation project along the corridor in order to promote complete and green streets opportunities. This project will improve accessibility, safety and mobility improvements for people walking, rolling, and biking thereby enhancing the livability and quality of life for Corcoran, Rogers, and Hennepin County residents.

We would appreciate a letter of support or resolution from the City of Corcoran for this application and project, acknowledging that the city is aware of this project and understands that the city will likely be required to cost participate in this project and maintain the new multi-use trail facility year-round as outlined in the county's Cost Participation and Maintenance policies. Specific details regarding cost participation and maintenance responsibilities are anticipated to be determined during the design process as project development is advanced. A PDF detailing the city's anticipated financial obligations are included as an attachment to this letter.

If you agree to support this proposed project, please send a PDF letter via email addressed to:

Carla Stueve, P.E.
Director and County Highway Engineer
Hennepin County Transportation Project Delivery
1600 Prairie Drive
Medina, MN 55340

You may email the electronic version of the letter to me at Emily.Buell@hennepin.us. I have attached a letter template that you may use or modify as you see fit.

Hennepin County appreciates the opportunity to partner with the City of Corcoran on this important transportation improvement project. Given an application deadline of December 15, 2023, we would appreciate your support letter by December 1, 2023. If you have any questions, please contact me at (612) 543-1963 or at Emily.Buell@hennepin.us.

Sincerely,



Emily Buell
Transportation Project Delivery – Capital Programming

Cc: Carla Stueve, P.E. – Director and County Highway Engineer
Jason Pieper, P.E. - Transportation Project Delivery – Capital Programming Manager

Section 6 | Anticipated Financial Obligations

	%	Federal	Hennepin County	Corcoran	Rogers	Select Agency				Total
CSL DESIGN ¹	12%	\$ -	\$ 1,220,000	\$ 183,000	\$ 49,000	\$ -				\$ 1,452,000
ROW		\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
CRN		\$ 5,500,000	\$ 410,000	\$ 150,000	\$ 40,000	\$ -				\$ 6,100,000
CSL C/A ²	10%	\$ -	\$ 480,000	\$ 153,000	\$ 41,000	\$ -				\$ 674,000
CGY		\$ 1,164,000	\$ 462,000	\$ 169,000	\$ 45,000	\$ -				\$ 1,840,000
Totals:		\$ 6,664,000	\$ 2,572,000	\$ 655,000	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 10,066,000

Key

¹ Actual percentage for Design Engineering to be determined during project development

² Actual percentage for Construction Administration to be determined during project development

Fund 10 Financing within the county's Operating Budget

Fund 53 Financing within the county's Capital Budget

DRAFT
FOR PLANNING PURPOSES ONLY

HENNEPIN COUNTY
MINNESOTA

Cost Participation and Maintenance Policies

As Adopted on October 20, 2020

Hennepin County Public Works
Transportation Departments

Table of Contents

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Introduction

Hennepin County values our partnership with local agencies to develop and maintain a safe, efficient, balanced and environmentally sound transportation system.

The attached policies for cost participation will be used by Hennepin County to determine appropriate funding levels for cooperative highway projects with the Minnesota Department of Transportation, municipalities and other agencies. These cost participation policies will generally apply to projects that are in the county's Transportation Capital Improvement Program (CIP) and where city and county transportation needs and priorities align.

Exceptions to these policies may be approved by the County Board based on immediate county needs, overlap with other county projects/programs and other factors. The merits of these exceptions will be determined on a case-by-case basis.

Project managers should determine construction cost participation and maintenance responsibilities early in the project development process. It is important to consider and agree upon the immediate capital construction and ongoing maintenance costs. These policies cover both areas of participation.

Cost participation policies were originally established by the county in 1978. These policies were revised in 1993, 1999, 2011, and 2012.

These policies have also been updated to include and expand on agencies' maintenance responsibilities for various assets upon construction completion of cooperative highway projects.

Purposes

To establish policies for determining appropriate division of cost participation to be used by Hennepin County in funding cooperative county highway projects; which include roadway, traffic signal and bridge construction projects with the Minnesota Department of Transportation, municipalities and other agencies.

To establish policies for ownership and maintenance of various assets upon construction completion of cooperative county highway projects with the Minnesota Department of Transportation, municipalities and other agencies.

Scope

The establishment of cost and maintenance policies is consistent with Minnesota Statutes, sections 162.17, 373.01, 471.59, and amendments.

General Policies

- A. The basic premise is that the county pays for costs particular to county needs and municipalities pay for costs particular to municipal or local needs.
- B. The county may limit its participation to items eligible for reimbursement with County State Aid Highway (CSAH) funds, notwithstanding the specific policies contained in this document. However, the county will not request CSAH funds for project costs assigned to the municipality as a result of the approved cooperative construction agreement, in order not to preclude the municipality from using its Municipal State Aid funds for those project costs.
- C. A greater degree of county participation is afforded municipalities having a population of less than 5,000 because of the function of the county roadways in these areas. It is generally true that these roadways are of greater benefit to county-wide users and of less benefit to local users. In addition, this would be a form of compensation for the absence of direct State Aid allocations to these municipalities; notwithstanding the present county program of Aid to Municipalities under 5,000 population.
- D. It is recognized that there may be occasional differences between these policies and written participation policies of the Minnesota Department of Transportation. In those cases, participation will be negotiated by the County Engineer and approved by the County Board.
- E. When federal aid highway funds are utilized on a county highway project, these policies will be applied to the federal participating items and will be shared proportionally with the municipality. In the event federal or state grant funds are made available to a project on a lump sum basis, the county will determine the items for which those funds will be utilized.
- F. Locally initiated transportation priorities include projects where the need, scope, or means to accomplish the project is driven by the local municipality. The county cost share identified in these policies will not be applied for these requests. Rather, cost shares will be negotiated by the County Engineer and approved by the County Board on a case-by-case basis.
- G. These policies are intended to guide establishment of terms associated with cost and maintenance responsibilities within construction cooperative agreements. If a municipality does not perform maintenance activities in accordance with an executed construction cooperative agreement, the county may elect to perform or remedy the work and will invoice the municipality for associated costs.

Definitions

5,000 and over: A municipality of 5,000 or more in population.

Under 5,000: A municipality under 5,000 in population.

Bikeway: A bicycle route, bicycle path/trail, shared-use path/trail, or bicycle lane.

- **Bicycle Route:** A roadway or shoulder signed to encourage bicycle use.
- **Bicycle Path/Trail:** A facility designed for exclusive or preferential use by persons using bicycles and constructed or developed separate from the roadway or shoulder.
- **Shared-Use Path/Trail:** A facility designed for use by non-motorized modes of transportation, including bicycles and pedestrians, and constructed or developed separate from the roadway or shoulder.
- **On-Street Bicycle Lane:** That portion of a roadway or shoulder designed for exclusive or preferential use by persons using bicycles. Bicycle lanes are distinguishable from that portion of the roadway or shoulder used for motor vehicle traffic by striping, marking, or other similar device.
- **Separated Bicycle Lane:** A type of bicycle lane for exclusive or preferential use by persons using bicycles; distinguishable from the portion of roadway or shoulder used for motor vehicle traffic by barrier, vertical element, or other device providing physical separation. May also be referred to as enhanced bicycle lanes, and includes protected bicycle lanes and cycle tracks.

Bridge: As defined in Minnesota Rules 8810.8000, subpart 2.

County: Hennepin County.

County Engineer: The County Engineer of Hennepin County or a designated representative.

In-Kind Replacement: Replacement of an asset with another that meets the design specification of the original installation or to the current standard of practice, whichever is greater.

Municipality: Any municipality within Hennepin County.

Non-Routine Maintenance: A major reconditioning or replacement of a given asset.

% Contributing Area: Ratio of stormwater contributing area to a given stormwater device. (i.e., county right-of-way contributing area ÷ total contributing area).

Priority Factor: A quantitative value assigned by county staff based on the current traffic volumes and recent crashes experienced at locations being considered for the installation of traffic signal systems; as part of Hennepin County's Non-Signalized Intersection Guidelines.

Right-of-Way (R/W): The area on, below and above a public roadway, highway, street, trail, boulevard or walk where the county holds fee title or dedicated easement for the purpose of use. Examples include highway easement, utility easement, trail easement, drainage easement and wall easement.

Routine Maintenance: Small-scale maintenance activities, associated with regular (daily, weekly, monthly, etc.) upkeep against normal wear and tear, and including all activities necessary to perpetuate a given asset in a safe, usable, and aesthetically acceptable condition.

Storm Sewer: A drainage system usually consisting of one or more pipes connecting two or more drop inlets or catch basins. The purpose is to convey surface runoff water from the inlets to an acceptable outlet. Includes catch basins, manholes, pipes, culverts, outlet structures, outlet protection, water quality and rate control structures, and ponds/basins.

Street and Pedestrian Lighting: All components normally installed for the purpose of street, and where present, sidewalk/trail illumination.

Standard Specifications: Minnesota Department of Transportation Standard Specifications for Construction, latest edition and/or supplement thereto.

State Aid Manual: Manual published by the Minnesota Department of Transportation outlining State Aid policies and procedures.

Traffic Signal (Permanent): A traffic control signal system normally consisting of metal signal poles with mast arms and underground electrical systems with conduit, cable, and handhole installations.

Traffic Signal (Temporary): A traffic control signal system normally consisting of wood poles with signal indications suspended on span wires and overhead electrical systems, or used mast arms and poles repurposed from other locations.

Trunk Line: Main conveyor of a storm sewer system.

Utilities: Water, heating, electric, storm sewer, gas, sanitary, telephone, cable TV, steam, street lighting, fiber optics, etc.

Participation Rates

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Right-of-Way (R/W)				
General	Under 5,000	100%		N/A
	5,000 and over	50%		
R/W necessary due to parking lanes requested by a municipality	All municipalities	0%		
R/W necessary for wetland mitigation	Under 5,000	Per R/W (General)	Even if locations of these facilities are not contiguous to the project.	
	5,000 and over			
R/W necessary for stormwater ponds, storage tanks; and other best management practices (BMPs)	Under 5,000	100%		
	5,000 and over	County % contributing area		

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Removals, Clearing and Grubbing				
General	All municipalities	100%		N/A
For items the county does not otherwise participate in the construction or replacement of		0%	(e.g., removals associated with water main or sanitary sewer <u>upgrade</u> work)	
For traffic signal systems, if not included in traffic signal system lump sum		% of county legs at intersection		
Excavation and Embankment				
General	All municipalities	100%		N/A
For parking lanes requested by a municipality		0%		
(Roadway) Paving, Surfacing and Base				
General	All municipalities	100%		Routine maintenance of all roadway pavements within the R/W (excluding municipal streets and private entrances) is the responsibility of the <u>county</u> unless covered by a routine maintenance agreement with another municipality or county agency. Maintenance of pavements intersecting municipal streets and private entrances begins at the back of the county roadway curb line.
For parking lanes requested by a municipality		0%		



Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Bridges				
Bridges on the county highway system (new and replacement/ rehabilitation)	Under 5,000	100%	The extent of the cost share is based on the proportionate surface area of the roadway portion vs. non-roadway portions of the bridge deck relative to the overall surface area of the bridge deck. The cost share will be allocated to those portions of the superstructure and substructure included in the project.	<p>Routine maintenance will be the responsibility of the <u>county</u>. The county will invoice the municipality for costs associated with maintenance of aesthetic treatments, sidewalks, paths/trails, and bicycle facilities located on bridges.</p> <p>Non-routine maintenance costs shall be split at the same percentage as the original installation (unless a municipality's population either rises above or falls below 5,000 between the initial construction and subsequent maintenance activities).</p>
	5,000 and over	100% - portion supporting roadway 50% - portion supporting non-roadway (sidewalks, paths/trails, and bicycle facilities)		
Non-standard aesthetic elements (not including concrete formliner treatments)	All municipalities	0% (county will pay for its portion of a standard element; municipality pays for all costs to upgrade)	Examples of aesthetics limited under this policy include most decorative lighting and special (non-standard) ornamental railing designs. See MnDOT Aesthetic Participation Factors and MnDOT Federal Aid rules for additional information.	

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Retaining Walls				
Retaining walls in lieu of R/W	Under 5,000	100%	Walls critical to a county facility defined as structures integral to the safe and efficient operation of a county road, as determined by the County Engineer.	<p>Routine and non-routine maintenance of retaining walls 4 feet tall or greater; or, retaining walls that are critical to a county facility will be the responsibility of the <u>county</u>. The county will invoice the municipality for costs associated with such maintenance at the same cost share as the original installation (unless a municipality's population either rises above or falls below 5,000 between the initial construction and subsequent maintenance activities).</p> <p>Routine and non-routine maintenance of retaining walls under 4 feet tall (and not critical to a county facility) will be the responsibility of the <u>municipality</u>.</p>
	5,000 and over	50%		
Non-standard aesthetic elements (not including concrete formliner treatments)	All municipalities	0% (county will pay for its portion of a standard element; municipality pays for all costs to upgrade)	Examples of aesthetics limited under this policy include most decorative lighting and special (non-standard) ornamental railing designs. See MnDOT Aesthetic Participation Factors and MnDOT Federal Aid rules for additional information.	

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Noise Walls/Barriers, Mitigation Fences				
General	Under 5,000	100% of State Aid eligibility	The county will share as indicated with a municipality in the cost of noise wall/barrier construction and for fences constructed in lieu of noise walls/barriers. The cost of aesthetic features not eligible for State Aid funding shall be the responsibility of the municipality.	<p>Routine maintenance of noise walls, barriers, and mitigation fence shall be the responsibility of the <u>municipality</u> and includes minor repairs, debris removal, weed control, graffiti removal, etc.</p> <p>Non-routine maintenance costs shall be split at the same percentage as the original installation (unless a municipality's population either rises above or falls below 5,000 between initial construction and subsequent reconditioning/ replacement). For fences constructed in lieu of noise walls, the <u>municipality</u> is responsible for performing the non-routine maintenance work, unless a separate agreement is made with the property owners.</p>
	5,000 and over	50% of State Aid eligibility		

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Storm Sewer, Ponds, and Treatment Structures				
State Aid eligible	Under 5,000	100%	<p>The county's cost participation is based on the storm sewer State Aid eligibility formula as defined in the State Aid Manual.</p> <p>Includes excavation and embankment materials and specialty soils associated with ponds/basins.</p>	<p>Routine maintenance of culverts, catch basins and leads, manholes, trunk lines and all other components that serve only the county R/W shall be a <u>county</u> responsibility and includes repairs to structures, castings, and adjacent curb section repairs along with removal of sediments, vegetation, and ice.</p> <p>Routine maintenance of catch basins, manholes and trunk lines serving areas beyond the county R/W shall be the responsibility of the <u>municipality</u> and includes repairs to structures, castings, and adjacent curb section repairs along with removal of sediments, vegetation, and ice.</p>
	5,000 and over	50%		
Non-State Aid eligible	All municipalities	0%	<p>Storm sewer cost participation for frontage roads shall be determined by the County Engineer.</p>	<p>Routine maintenance of ponds, outlet structures, water quality structures, and rate control structures shall be the responsibility of the <u>municipality</u> and includes removal of litter, clearing ice, mowing, vegetation management, minor erosion repairs, and replacement of filter media and sediment removal.</p> <p>Non-routine maintenance costs of best management practices (BMPs), including dredging ponds and replacement of stormwater treatment structures shall be apportioned between the <u>county</u> and <u>municipality</u> based on % contributing area.</p>

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Municipal Utilities				
In-kind relocation or lateral extension solely because of county construction procedures	All municipalities	100%		<p>Routine and non-routine maintenance of municipal utilities are the responsibility of the <u>municipality</u>.</p>
Initial installation performed without a permit or not in compliance with a county permit				
Adjustments to existing utility structures to accommodate elevation changes at the surface				
Relocation, reconstruction, improvement, or replacement of unserviceable existing facilities (serviceability determined by County Engineer)		0%		
Relocations, extensions, or adjustments required solely due to parking lanes requested by a municipality				

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Private Utilities				
Relocation/ reconstruction for utilities located <u>outside county R/W and/or public purpose easement</u>	Under 5,000	100%	Cost split between county and municipality.	Routine and non-routine maintenance of private utilities are the responsibility of the <u>private utility owner</u> .
	5,000 and over	50%		
Relocation/ reconstruction for utilities located <u>within county R/W and/or public purpose easement</u>	All municipalities	0%		
Driveways				
Concurrent with county construction project	All municipalities	50% - for concrete driveway apron		Routine maintenance of driveways including aprons/openings are the responsibility of the <u>property owner</u> they serve and begins at the back of the county roadway curb line. Routine maintenance is further identified as keeping the approach clear of debris, patching, and replacement.
		100% - for all other portions		
Medians				
General	All municipalities	100%	Includes standard concrete or turf establishment and curb and gutter for medians.	Routine maintenance is the responsibility of the <u>county</u> , excluding mowing and special features requested by a municipality (e.g. colored concrete, brick pavers, mulch, plantings, railing, benches, etc.). <i>See also: Landscaping/Streetscaping.</i>

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Sidewalks, Paths/Trails, Bicycle Facilities				
<u>New sidewalk</u>	All municipalities	50% of State Aid eligibility	Includes standard sidewalk and trail pavements/surface treatments. See Landscaping/Streetscaping for non-standard pavements/surface treatments. Also includes pedestrian ramps, detectable warning surfaces, and v-curb associated with ramps.	<p>Routine maintenance of sidewalks, off-street shared-use paths/trails and associated pedestrian ramps shall be the responsibility of the <u>municipality</u> and includes repairing faulted or broken panels or surfaces, vegetation control, and snow and ice removal.</p> <p>Non-routine maintenance costs shall be the responsibility of the <u>municipality</u>.</p>
<u>In-kind replacement sidewalk</u>		100% of State Aid eligibility		
<u>New off-street shared-use paths/trails</u>		50%		
<u>In-kind replacement off-street shared-use paths/trails</u>		100%		
On-street bicycle lanes		100%		
<u>New separated bicycle lanes</u>		50%		
<u>In-kind replacement separated bicycle lanes</u>		100%		

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Curb and Gutter				
Concurrent with county construction project	All municipalities	50%	Does not include curb and gutter for medians (see medians).	<p>Routine maintenance of curb and gutter within the R/W (excluding municipal streets and private entrances) shall be the responsibility of the <u>county</u> and includes repairing faulted or broken sections, vegetation control, and snow and ice removal.</p> <p>Routine maintenance of curb and gutter intersecting municipal streets and private entrances belongs to the appropriate <u>owner</u> and begins at the back of the county roadway curb line. Maintenance responsibilities include repairing faulted or broken sections, vegetation control and snow and ice removal.</p>

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Landscaping/Streetscaping				
Roadway beautification	All municipalities	33% of State Aid eligibility	Includes trees, plants, planting materials, and appurtenances that support their viability; aesthetic bollards, banner poles, and other vertical elements; and non-standard pavements/surface treatments, railings, artwork and other streetscape materials that help establish a theme consistent with area architecture.	Routine maintenance of landscape/streetscape features (including those added to pedestrian bumpouts/curb extensions and medians) shall be the responsibility of the <u>municipality</u> . Examples include trash removal, trimming, mowing, watering, irrigation maintenance and replanting/replacing.
Irrigation		0%		
Enhancements that promote multi-modalism		50% of State Aid eligibility	Includes bicycle racks, transit shelters, benches, and hard surface paving around transit stops and shelters.	
Erosion Control and Turf Establishment				
General	All municipalities	100%		N/A

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Lighting				
<u>New</u> street lighting	All municipalities	50% of State Aid eligibility	The county will participate in street lighting as long as the lighting adequately lights the county highway. Includes pedestrian level lighting along sidewalks/trails if street lighting does not adequately light them or if pedestrian level lighting can adequately light both the street and sidewalks/trails.	Routine maintenance shall be the responsibility of the <u>municipality</u> .
<u>Relocated or reconstructed</u> street lighting		Same basis as per municipal utility relocation / reconstruction		
Traffic Barrier, Channelization Devices				
Permanent roadway barrier and guardrail	All municipalities	100%		Routine maintenance is the responsibility of the <u>ensuing owner</u> as set forth in the construction cooperative agreement.
Channelization/ separation devices		0%	Includes bollards, tube delineators, and similar devices used to provide separation between travel lanes or modes of travel. Also includes in-road pedestrian crossing signs/paddles.	Routine maintenance of such items along county roadways will be the responsibility of the <u>municipality</u> , with the following exception: Such items installed by the county for use as temporary curbing will be maintained by the <u>county</u> .
Traffic Control				
Individual traffic control items not included in lump sum (pro-rata) traffic control	All municipalities	100%		N/A

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Signing				
Signing necessary to convey the rules of the roadway	All municipalities	100%		Routine maintenance will be the responsibility of the <u>sign owner</u> .
Specialty or supplemental signing requested by a municipality or other entity		0%		
Striping				
On-street striping and pavement messages	All municipalities	100%	Includes striping and pavement messages between the curbs; except for those associated with separated bicycle lanes.	Routine maintenance will be the responsibility of the <u>county</u> , with the exception of municipality-requested installations not in conformance with county standard striping. Such non-standard installations will be the responsibility of the <u>municipality</u> .
Off-street striping and pavement messages			Includes striping and pavement messages outside of the curbs; including those associated with separated bicycle lanes and off-street trails or shared-use paths.	Routine maintenance will be the responsibility of the <u>municipality</u> .
Crosswalks, conflict area markings, and wayfinding markings associated with bicycle and pedestrian facilities				Routine maintenance will be the responsibility of the <u>municipality</u> .

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Traffic Signal Systems				
<p>Traffic signal installation must satisfy Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD) warrants; and, must meet or exceed a priority factor of 30, as defined in Hennepin County's Non-Signalized Intersection Guidelines. As a policy, the county will not normally install, or allow to be installed, traffic signals at intersections with a priority factor of less than 30.</p>				
<p>Electrical power shall be furnished by the <u>municipality</u>. Source of power, including transformer, shall be provided by the <u>municipality</u>. The construction contractor shall bill the <u>municipality</u> for making the power connection.</p>				
<p>Costs for county-furnished traffic signal equipment shall be apportioned the same as the traffic signal system.</p>				
<p>When street lighting is integral to the traffic signal pole, the installation cost will be included with the traffic signal system. Operating cost and re-lamping of the integral lighting shall be the responsibility of the <u>municipality</u>.</p>				

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Traffic signal systems (all)	Under 5,000	100%	Municipalities under 5,000 normally will not be required to participate in the costs for traffic signal systems.	
Permanent traffic signal systems	5,000 and Over	% of county legs at intersection	Includes both new and reconstructed or revised traffic signal systems.	Routine maintenance of the traffic signal cabinet, controller, detection, Emergency Vehicle Preemption (EVP) systems, re-lamping of signal head indications, and replacement of battery backup batteries for permanent traffic signal systems will be the responsibility of the <u>ensuing owner</u> as set forth in the construction cooperative agreement and includes routine painting. Painting of signal systems that are painted out of conformance with county standards will be the responsibility of the <u>municipality</u> .
Temporary traffic signal systems			Only for traffic control purposes during a county-led or county participation project. If not, participation shall be 0%.	Routine maintenance will be the responsibility of the <u>temporary signal system installer</u> .
Signal communications/ interconnect			100%	

Item	Municipality Population	Cost Participation (county cost share)	Notes	Maintenance
Enhanced crossing beacons (at locations that <u>do not</u> satisfy county safety and operations criteria)	5,000 and Over	0%	Includes rectangular rapid flashing beacons (RRFB), high-intensity activated crosswalk (HAWK) beacons, and other crossing beacons.	<p>Routine maintenance shall be as follows:</p> <p><u>County recommended / county installed:</u></p> <ul style="list-style-type: none"> <u>County</u> owns the infrastructure and is responsible for knockdown replacement/repair costs. <p><u>Municipality recommended / municipality installed (at locations that satisfy county safety and operations criteria, and are supported by the county):</u></p> <ul style="list-style-type: none"> <u>County</u> owns the infrastructure and is responsible for knockdown replacement/repair costs. <p><u>Municipality recommended / municipality installed (at locations that do not satisfy county safety and operations criteria):</u></p> <ul style="list-style-type: none"> <u>Municipality</u> owns the infrastructure and is responsible for knockdown replacement/repair costs. <u>County</u> provides minor maintenance to maintain function (excludes knockdowns). <u>County</u> will perform knockdown/repair on a reimbursable basis.
Enhanced crossing beacons (at locations that satisfy county safety and operations criteria)		50%		

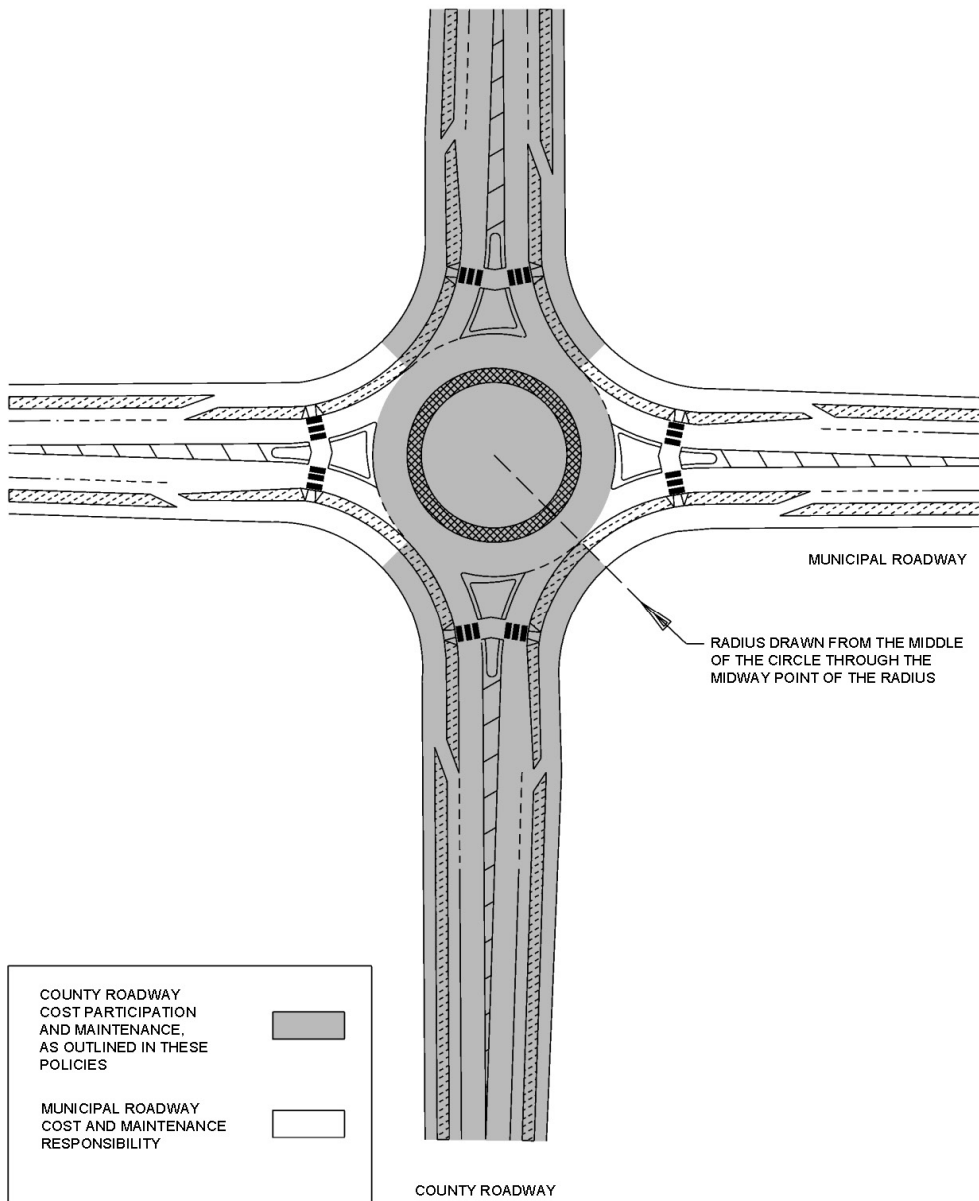


Other Participation Items

Roundabouts

The county will participate in the cost and maintenance of roundabouts consistent with the individual elements that make up the roundabout (i.e., pavement, curb and gutter, walk, etc.) as outlined in these policies.

When one or more approaches to a roundabout are owned and operated by a municipality, cost participation and maintenance responsibilities will be as depicted below:



Undergrounding of Overhead Utilities in Vehicle Recovery Zone

As a means of enhancing the safety of the roadside, the county will share equally with the municipality in the State Aid eligible cost of undergrounding of overhead utilities in vehicle recovery zones as established in the State Aid Rules to a maximum amount consistent with the rates identified in the Roadside Enhancement Partnership Program (REPP) section of these policies.

Engineering

The county's participation in engineering includes design costs – costs incurred prior to the award of the contract and contract administration costs – costs incurred subsequent to the award of contract. There are two instances of how engineering cost participation is applied, as follows:

1. Design and/or contract administration performed by the county and based on the municipality's share of contract construction.
2. Design and/or contract administration performed by the municipality and based on the county's share of contract construction.

In either case, the county's participation in engineering shall be as negotiated by the County Engineer and approved by the County Board.

Lump Sum, Pro-Rata Items

Proposal forms carry lump sum bidding requirements for the items of Mobilization (2021) and Traffic Control (2563). Field Office and Field Laboratory (2031) are not, strictly speaking, lump sum pay items; however, their general characteristics are such as to require that they be handled the same as Mobilization. A municipality shall be charged a pro-rata share of the above items.

Proration shall be based on a percentage factor applied to the cost amounts chargeable to the county and the municipality for other construction items. Mobilization, Field Office and Field Laboratory, and Traffic Control are construction items and shall be subject to the negotiated percentage charge for engineering.

Pro-rata rates shall remain unchanged throughout the life of a project; from the engineer's estimate contained in the construction cooperative agreement through construction.

Invoice Amount Computation

After bids have been received and a contract awarded, and also upon completion of construction, the unit prices shall be substituted for the estimated unit prices/quantities and the percentage ratio established originally shall be recomputed.

Utilization of Tax Increment Financing

This policy has been included to address the use of Tax Increment Financing on county projects by municipalities. Tax Increment Financing limits expansion of the tax base for new development and, thereby, limits the availability of additional county Property Tax funding which might be used on the county highway system.

The county's participation in a project where Tax Increment Financing is utilized by a municipality will be as follows:

At the time a municipality is requested to approve the preliminary plans for a project, the municipality must identify, by resolution, whether it intends to use Tax Increment Financing for any portion of the project cost. If the municipality elects to use Tax Increment Financing from any Economic Development District for any portion of the project cost, municipal participation will be 50% of the total engineering and construction cost and 100% of the right-of-way cost for any portion of the project within that municipality.

Roadside Enhancement Partnership Program (REPP)

The Roadside Enhancement Partnership Program has been incorporated into these policies and governs only those projects which are along county road corridors within municipalities located entirely within the Metropolitan Urban Services Area on December 8, 1998 and have been funded from the "Highway Enhancement" element of the 1999 Capital Budget which was established by the Hennepin County Board of Commissioners on December 8, 1998 (Resolution 98-12-701R1).

County highway corridors in municipalities located wholly within the 1999 Metropolitan Urban Services Area (MUSA) were developed during an era when community interest and focus was on the accommodation of the automobile. As a result, those corridors tended to lack aesthetic roadside features and produced somewhat stark conditions with little visual appeal or consideration for mixed use, i.e. intermodal.

The goal of the Roadside Enhancement Partnership Program is to enhance the roadside environment of such county highway corridors and bolster community support, in terms of both acceptance and financial assistance, for projects intended for such enhancement. In addition, the program is intended to increase traveler awareness that such corridors are under the jurisdiction of the county, but are also intended to support the economic viability and sustainability of the communities and neighborhoods through which they traverse.

A. Program Objectives:

- remove unsightly roadside features
- establish the roadway as a good neighbor
- make a positive impression on roadway users
- increase motorist awareness that the road is a county highway
- improve safety for all types of travelers
- promote multi-modal use of the corridor

B. Program Prioritization for County Funding:

Enhancements That Improve Corridor User Safety

It is important to improve corridor user safety for people who drive, bike, walk and use transit as an element of a streetscape enhancement. When municipalities and community organizations develop corridor enhancement programs, the financial incentive offered by the partnership program will focus first on improvements that promote safety. Examples of safety improvements that may also be defined as enhancements to the streetscape include:

- undergrounding of utilities when poles lie within vehicle recovery zones
- construction of off-road bicycle paths that will remove bicyclists from the roadway
- construction of sidewalk where safety of pedestrian traffic, existing or projected, necessitates such action
- installation of transit stops to define locations for patrons and provide shelter from the elements
- installation of street and/or pedestrian lights

Enhancements That Promote Multi-Modalism

In order to improve modal options available to citizens, the partnership program will provide financial incentive for improvements that offer an alternative to single occupancy vehicles as streetscape enhancements are developed. Examples of multi-modal improvements include:

- installation of transit shelters, benches and hard surface paving
- construction of bikeways and multiple use trails
- construction of sidewalks
- installation of bicycle racks

Roadway Beautification

Although projects that promote corridor user safety and multi-modalism are of higher priority within the context of corridor enhancement, improvement of a corridor's visual aesthetic remains a strong priority of the partnership program. The partnership program is intended to restore an aesthetic appeal to the roadside and restore the county road corridor as a "good neighbor" within the community. Examples of roadway beautification elements include:

- planting materials and appurtenances that support their viability (does not include irrigation)
- installation of vertical elements (bollards, banner poles, etc.)
- installation of streetscape materials to establish a theme consistent with area architecture (does not include irrigation)

Screening/Separation of Adjacent Properties

Occasionally, it is necessary to screen abutting properties from a roadway corridor as a means of enhancing the visual aesthetics of the area. Separation of properties from the corridor may also serve to improve corridor user safety (i.e., fences separating parking lots from pedestrian ways).

Increase Awareness of County Highway Jurisdiction

In order to improve public awareness of the existence of a road as a county highway, the partnership program will provide a financial incentive for improvements that recognize the county's presence. Examples of elements that increase public awareness include:

- monuments at municipal entries which recognize the county
- roadway/roadside signage which identifies the road as a county route

C. Ownership/Maintenance of Improvements

The partnership program anticipates that municipalities will become owners of and will be responsible for the maintenance of enhancements financed by the county.

D. Partnership Program Funding Levels

County funding under the partnership program is not intended to further write down municipal cost participation if funding for these items is provided elsewhere in these policies or from other county funding sources.

Further, the partnership program has limited funds and participation is not guaranteed as funding limits are programmed and approved on an annual basis by the County Board. Municipalities are encouraged to submit requests for participation early on during project development to allow adequate time for fund management.

Street Light Installation.....50%

The partnership program will participate with municipalities to provide adequate, uniform street lighting for the safety of motorists, bicyclists and pedestrians.

Pedestrian Level Light Installation.....50%

Where street lighting cannot serve the sidewalk or off road trail, the partnership program will participate in the cost.

If street lighting can serve the sidewalk or off road trail, the partnership program will not participate in the cost.

Undergrounding of Overhead Utilities.....50% or 33%

The partnership program will participate with municipalities based upon conditions that exist along the corridor. If the undergrounding is for safety purposes, the partnership program will contribute at a **50%** level. If the undergrounding is to enhance the visual aesthetics of the corridor, the partnership program will contribute at a **33%** level.

Note: The maximum partnership program contribution for undergrounding overhead utilities will be \$500,000 per centerline mile (project length) under the 50% level and \$330,000 per centerline mile (project length) under the 33% level.

Construction of Sidewalks for Pedestrian Safety.....50%

The partnership program will participate where pedestrian safety, existing or projected, necessitates construction of sidewalks.

Enhancements that Promote Multi-Modalism.....50%

The partnership program will participate to promote the use of transit by the public, including transit stops, shelters, benches, hard surface paving, bike racks, bikeways and multiple use trails.



Roadway Beautification.....33%

The maximum partnership program contribution will be \$330,000 per centerline mile.

Note: Since surface treatments (color, scoring patterns, etc.) have limited visual impact on the motorist, the partnership program will not contribute toward the cost of the improvements.

Screening/Separation of Adjacent Properties.....50%

The partnership program will participate equally with municipalities to provide security for corridor users. Examples of security improvements include fencing which separates parking lots from adjacent public bicycle and pedestrian ways and lighting at transit stops. If trees and landscaping are used as a method of providing screening or separation; the county will participate in such items at this higher rate.

Increase Awareness of County Highway Jurisdiction.....Up to 50%

The partnership program will contribute up to 50% for monuments at municipal boundaries that recognize the county and the road as a county highway.

E. MUSA Municipalities

Municipalities wholly within the Metropolitan Urban Services Area (MUSA) on December 8, 1998:

1. Bloomington
2. Brooklyn Center
3. Brooklyn Park
4. Crystal
5. Deephaven
6. Edina
7. Excelsior
8. Fort Snelling
9. Golden Valley
10. Greenwood
11. Hopkins
12. Long Lake
13. Medicine Lake
14. Minneapolis
15. Minnetonka
16. Minnetonka Beach
17. Mound
18. New Hope
19. Osseo
20. Richfield
21. Robbinsdale
22. Shorewood
23. Spring Park
24. St. Anthony
25. St. Louis Park
26. Tonka Bay
27. Wayzata
28. Woodland



STAFF REPORT

Agenda Item: 10a.

Council Meeting: February 8, 2024	Prepared By: Michelle Friedrich
Topic: Cropland Bids/Parcel Weed Control	Action Required: Direction

Summary

Cropland Rental History

The City owns property adjacent to County Road 116, just north of City Hall (13-119-23-32-0001), and another property located at City Park, 20400 County Road 50 (23-119-23-34-0001). Historically the City has utilized RFPs for agricultural rental of the parcels for two-year term agreements. The property located north of City Hall had a two-year agreement effective March 2022, and which expired December 31, 2023. With the potential park development of the parcel located at City Park, the rental term on the property was changed to a one-year agreement which also expired December 31, 2023.

PILT Taxation Changes

On March 24, 2022, the RFP for the two cropland rental parcels was awarded to Peter Leuer. Occurring later in 2022, the County re-evaluated how leased land was being taxed, and as a result of this change, the renter was taxed for personal property taxes as the renter utilized the land for commercial revenue-generating purposes. At the December 22, 2022, Council meeting, Council discussed the cropland rental tax implications and approved payment of the personal property tax since the PILT taxation method was no longer valid. At that time, Council terminated the existing cropland rental agreement with Peter Leuer for the 2023 crop rental year (PID 13-119-23-32-0001). Prior to being notified of the terminated agreement, Mr. Leuer had already fertilized the field north of City Hall in Fall of 2022. At the February 23, 2023 Council meeting, Council discussed approving reimbursement to Mr. Leuer for the cost of the fertilizer in the amount of \$2,490.75 or reinstating the original cropland rental agreement with Mr. Leuer from March 2022 for the parcel located north of City Hall for the 2023 crop year. At the March 23, 2023 Council meeting, Council approved reinstating Mr. Leuer's original agreement for the 2023 crop year.

At the February 23, 2023 Council meeting, staff presented the options below to Council regarding weed control maintenance of the two city-owned parcels.

1. Maintenance Service Contract

The city could develop and enter into a maintenance service agreement with a vendor to maintain the land under specific maintenance requirements. For example, contract language could restrict the vendor from selling the goods for profit. Staff would need to verify this option with the County and that there would be no tax implications. (Approximate cost of \$1,000 to \$2,500 in 2023)

2. Rental

The city could continue to rent the land and adjust the contract language to account for the new tax requirements (compensate the renter for all or a portion of the annual tax amount). With the change in the 2022 PILT taxation method, Council reviewed

maintenance plan options and costs at the February 23, 2023 Council meeting, for the 2023 cropland season. Council determined leasing the land out for crops, with the City paying the property taxes was the most economical, short-term option to maintain the parcels. For example, in 2022, the rental value of the two parcels was approximately \$8,900 and the County property taxes approached \$15,600 for an approximate total net cost of \$6,700 in tax expense for the City for the two parcels.

3. Spraying and Mowing

Staff estimates upwards of 3-4 times a year at a cost of \$3,000 per application per field location based on current prices. For example, in 2021, a vendor sprayed one of the fields for \$2,000. (Approximate cost of \$18,000 to \$24,000 per year in 2023).

4. Repurpose to Community Garden

Staff believes this type of option could be considered in future years but would take time to plan and implement as it may not be applicable to all sites. Planning Commissioner Brummond proposed that the Council consider this as a future program when preparing the city budget in 2024 or 2025.

Financial/Budget

In 2023, the 27-acre tillable parcel north of City Hall rented for \$186.00 per acre, and for \$186.00 per acre in 2022. In 2023, the 22-acre tillable parcel at City Park rented for \$167.00 per acre, and for \$176.00 in 2022. Property taxes for the parcels are not yet available and will be released April 1, 2024, per Hennepin County GIS property records.

Council Action

1. Select an option and direct staff to proceed with an option as presented.
2. Direct staff to take an alternate action.

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.

February 22, 2024

- Long Range Planning Fund / 2023 Transfers
- RFP – History and Discussion of RFP Schedule
- Lister Garage CUP (City file 23-028)
- Hope CPA, RZ, PP, PUD (City file 23-028)
- Revise Commerical/Industrial Zonng Districts (City file 23-023)
- Pioneer Trail FP and FPUD (City file 23-030)
- Tavera 6th FP and FPUD (City file 23-032)
- Watershed Letter of Support (Consent)
- Hennepin County Signal Agreements
- Zeke Recognition (K9 Unit)

March 14, 2024 Work Session

- Parks Fund – Review Interest Options

March 14, 2024

- Park Signs Plan
- MS4 – Salt Storage Ordinance
- Firearms Ordinance Review
- Street Management Snow and Ice Policy (City File 23-026)
- Award Cropland Bids
- Construction Hours Review/Report

March 21, 2024

Host Special Charter Commission Meeting – March 21, 2024 at 5:30pm

March 28, 2024

- NW Trails Resolution of Support DNR Trails Funding
- Woodland Hills CPA, RZ, PP and Variance (City file 23-033)
- Chastek (City file 23-034)
- THC Regulations Follow Up

April 11, 2024

April 25, 2024

- Proclamation – National Public Service Week

May 9, 2024

- Proclamation – National Police Week

May 23, 2024

- Proclamation – National Public Works Week

June 13, 2024

-

June 27, 2024

-

July 11, 2024

-

July 25, 2024

August 8, 2024

August 22, 2024

September 10, 2024

- [Annual Charter Commission Meeting](#)

September 12, 2024

September 26, 2024

- Communications Assistant – Transition to FT

November 14, 2024

- Tort Liability Coverage Waiver
- Certification of General Election 2024

November 25, 2024

December 16, 2024

- MS4 Permit