



Corcoran City Council Agenda
April 11, 2024
7:00 pm

HYBRID MEETING OPTION AVAILABLE
The public is invited to attend the regular Council meetings at City Hall.

Meeting Via Telephone/Other Electronic Means

Call-in Instructions:

+1 312 626 6799 US

Enter Meeting ID: 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

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Agenda Approval**
4. **Commission Representatives***
5. **Open Forum – Public Comment Opportunity**
6. **Presentations/Recognitions**
 - a. Maria's Voice*
7. **Consent Agenda**
 - a. **Update:** March 28, 2024 DRAFT Regular Council Minutes*
 - b. Financial Claims April 11, 2024*
 - c. Resolution 2024-32 Opposing House and Senate Bills – Local Authority*
 - d. Water Treatment Plant – Pay Request 11*
 - e. **Update:** Stieg Road Improvements – Bid Award*
 - f. Resolution 2024-28 Woodland Hills Variance*
 - g. Resolution 2024-30 NW Area Jaycees Tree Donation*
 - h. Resolution 2024-31 – Appointing Building Services*
 - i. **Update:** April 13, 2023 DRAFT Work Session Minutes*
 - j. **Update:** April 13, 2023 DRAFT Regular Council Minutes*
 - k. Conference Room Audio/Video Cameras*
 - l. **Update:** Ducks Unlimited Gambling Permit – The Stanchion*
 - m. **Update:** April 4, 2024 DRAFT Special Meeting Council Minutes*
 - n. Correction of Administrative Error in Job Grade*
8. **Planning Business – Public Comment Opportunity**
9. **Unfinished Business**
 - a. **Update:** Public Hearing: Organics Recycling Requirements*
 - b. ALPR Camera Discussion*
 - c. Water Tower Logo*
10. **New Business – Public Comment Opportunity**
 - a. Summary of April 4, 2024 Council Closed Session*
 - b. Consider Taking Employment Action*
 - c. Position Classification and Compensation Study*
 - d. **Update:** City Council Resignation and Declaration of Vacancy*
11. **Staff Reports**
12. **Council Reports**
13. **2024 City Council Schedule***
14. **Closed Session**
 - a. Closed Session: Real Estate Property
 1. **Removed:** Stieg Road Improvements
 2. **Added:** City Center Improvements
15. **Adjournment**

**Includes Materials - Materials relating to these agenda items can be found in the Council Chambers Agenda Packet book located by the entrance. The complete Council Agenda Packet is available electronically on the City website at www.corcoranmn.gov.*



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STAFF REPORT

Agenda Item: 4.

Council Meeting April 11, 2024	Prepared By Michelle Friedrich
Topic Commission Representatives	Action Required Informational

Summary

The advisory commission representatives for the April 11, 2024, Council meeting are as follows:

- Planning Commission: Cecilia Cozicky
- Parks and Trails Commission: Jon Schmidt

Financial/Budget

N/A

Council Action

N/A

Attachments

N/A



Domestic Violence Primary Prevention Education For the City of



CITY OF CORCORAN





María's Voice

Mission

To Prevent
Domestic Abuse

Vision

To End
Domestic Abuse

Values

Awareness, Education, &
Safe Action

The Domestic Violence (DV) Problem

Families and the public lack DV education

- Cannot recognize the signs of DV until it's too late
- 8 Million days of paid work are lost in the U.S.
- Police face increases in calls and danger
- The shelters are overwhelmed

How do Communities deal with this
crisis?



Maria's Voice Prevention Network

Features National Gold-Award Winning Video Education

English and Spanish Translations and Dubbed

Learn to Recognize the 12 Common Signs of Domestic Violence

Print materials available for all public spaces



YOU DESERVE A
SAFE HOME
AND
HEALTHY, EQUAL
RELATIONSHIPS

DOMESTIC ABUSE IS ABOUT POWER AND CONTROL IN A RELATIONSHIP

domestic abuse is:
physical, emotional,
financial, verbal, sexual

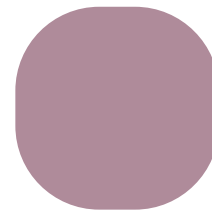


1 in 2 Minnesotan women report sexual violence, and 1 in 4 report physical violence, from an intimate partner in her lifetime

- WFMN 2020 -

WWW.MARIASVOICE.ORG

@MARIASVOICE.ORG



TE MERECES UN HOGAR SEGURO Y RELACIONES IGUALITARIAS Y SALUDABLES.

Si tú o alguien a quien conoces está atascado en una relación abusiva que te hace sentir asustado, aislado, amenazado o perjudicado física/emocionalmente

LLAMA, ENVÍA TEXTO, CHATEA EN LÍNEA PARA PEDIR AYUDA 24/7

National DV Hotline : 1-800-799-SAFE(7233)
Text "START" to 88788 www.thehotline.org

MN Day One Crisis Line : 1-866-223-1111
612-399-9995 dayoneservices.org

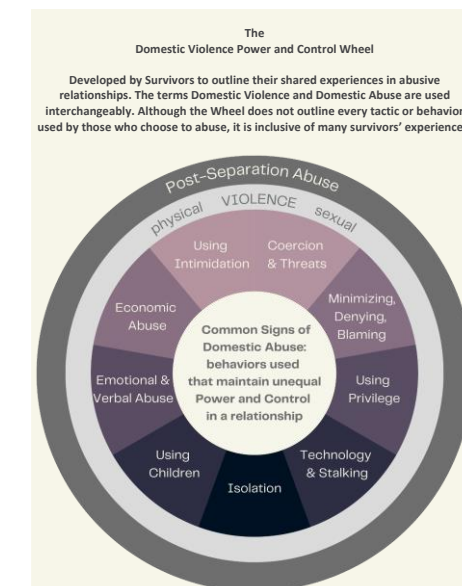
YOU Deserve a Safe Home and Equal, Healthy Relationships!

If you or someone you know is stuck in an abusive relationship that makes you/them feel afraid, isolated, threatened, or hurt physically/emotionally,

CALL, TEXT, CHAT ONLINE FOR HELP 24/7.

National DV Hotline : 1-800-799-SAFE(7233)
Text "START" to 88788 www.thehotline.org

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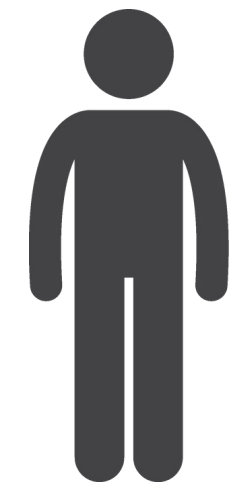


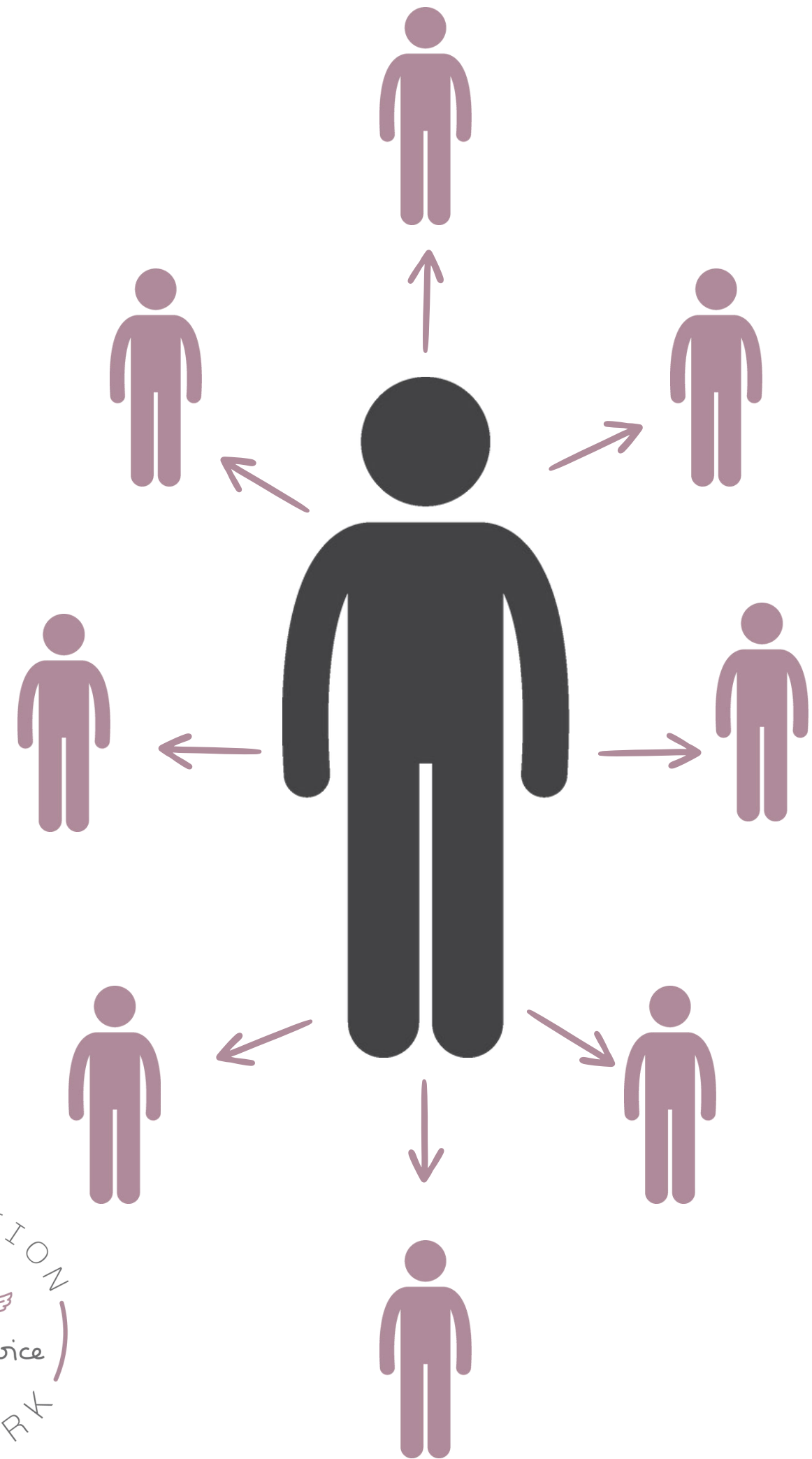
1 Person Aware & Educated

**Extends Community-Wide
Public Health Model**

City of Corcoran

20 FT Employees = 160 interactions
every day that DV education influences.

 = 8 interactions per day



Benefits for The City of Corcoran

Promotes a Culture of Safety, Health, and Wellness

- All Full-Time, Part-Time, and Seasonal Employees gain access to the DV Prevention Education Program
- Reinvests in Core Assets: Employees and Citizens
- Creating a Safety Zone that extends around Corcoran's Community
- Community Events to Promote Education and Safety



CITY OF CORCORAN



Together, We Can Prevent Domestic Abuse

Thank you!

Maria's Voice is proud
to work with the City of Corcoran.



CITY OF CORCORAN



STAFF REPORT

Agenda Item: 7a.

Council Meeting April 11, 2024	Prepared By Michelle Friedrich
Topic Draft Regular Council Minutes – March 28, 2024	Action Required Informational

Summary

The draft Council Regular Minutes for March 28, 2024, will be emailed on Tuesday, April 9, with hard copy provided to Council the evening of the April 11 meeting.

Attachments (Hard copies will be provided April 9, 2024)

1. 2024-03-28 Draft Regular Council Minutes



City of Corcoran
City Council Minutes
March 28, 2024 – 7:00 pm

The Corcoran City Council met on March 28, 2024, in Corcoran, Minnesota. The City Council meeting was held in person and the public was present in person and remotely through electronic means using the audio and video conferencing platform Zoom.

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

City Administrator Tobin, City Clerk Friedrich, Planner Davis McKeown, and Public Works Director Mattson were present.

1. Call to Order/Roll Call

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

2. Pledge of Allegiance

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

3. Agenda Approval

Council and staff discussed the addition of items to the Council packet regarding public viewing. Staff noted all additions were included in the Council packet at the entrance to Council Chambers and available for public viewing. City Administrator Tobin requested item 6c Organics Recycling, under Presentations be moved to item 9a., City Administrator Tobin noted updates to Presentation/Recognition items 6c Organics Recycling, specifically an updated to 6ci with a presentation update, and 6cii with addition of 6cii Minnesota Pollution Control agency representative Alison Cameron. City Administrator Tobin noted attachment updates to Consent Agenda items 7a,7f, and 7k; and removal of items 7h and 7i. City Administrator Tobin noted Planning Business item 8a Khacholing Center CHOL IUP was withdrawn at the request of the applicant. City Administrator Tobin requested items under Unfinished Business, newly transferred 9a, Organics Recycling, and 9b Water Tower Logo, be moved ahead of Planning Business. Council requested a public comment opportunity be added to item newly created item 9a Organics Recycling. City Administrator Tobin noted updates to item 13, the 2024 City Council Schedule, and under Closed Session item 14, removal of 14a1-2, and the addition of 14a3 Consider offers for the purchase or sale of real or personal property.

Council noted the removal of item 8a Khacholing Center and public comment would be received when the item is rescheduled.

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

Voting Aye: McKee, Schultz, Vehrenkamp, and Nichols

Nay: Bottema

Councilor Bottema noted addition of packet items in a timely manner for future review by the public and allow for questions by Council.

(Motion carries 4:1)

4. Commission Representatives

Mayor McKee noted Planning Commissioner Hargreaves and Parks and Trails Commissioner Erzberger were present.

5. Open Forum (Public Comment Opportunity)

Mayor McKee invited residents to communicate in-person during Open Forum for items not included on the agenda. City Administrator Tobin noted the one email received for Open Forum was moved to item 9a, and would be acknowledged prior to Council discussion of item 9a. City Administrator Tobin explained the instructions to participate in the public comment opportunity.

6. Presentations/Recognitions

- a. Recognize Clyde Bechtold – Retirement 33 Years

Mayor McKee read Resolution 2024-23 Honoring Clyde Bechtold Upon His Retirement. Council thanked Mr. Bechtold for his years of service to the City of Corcoran and its residents.

- b. Review 4M Fund Investments – Corey Boyer from PMA Financial Network

City Administrator Tobin introduced Corey Boyer, Vice President of Investment Services, PMA Financial Network LLC. Mr. Boyer provided Council with overview of the services provided by PMA Financial Network, PMA Asset Management, and PMA Securities. Mr. Boyer noted PMA serves as the administrator and investment advisor to the 4M Fund. Mr. Boyer noted the 4M fund is the League of Minnesota Cities (LMC) program with the LMC board serving as trustee. Mr. Boyer noted PMA was hired by LMC in 2007 and oversees the day-to-day work administration with municipalities regarding the 4M throughout the state. Mr. Boyer reviewed the 4M Fund ratings, number of municipalities that participate in the 4M Fund, and investment solutions and options available to Corcoran.

Council requested further discussion on City liabilities. City Administrator Tobin noted the city's long-term financial management plan completed by Northland Securities reviews long-term liability and assets, and projects potential bonding timelines to meet liability requirements. City Administrator Tobin noted the 2022 audit, performance demonstration in 2023, with future bonding occurring in 2025, and not as projected in 2024. City Administrator Tobin noted Mr. Boyer provides information to the City to make sure the City is manage requirements to avoid arbitrage on proceeds from bonds, along with Northland Securities to identify future liabilities are secured with assets. Council requested information on fiduciary assignment of the City's 4M account. Mr. Boyer responded he does not act as a fiduciary for the City, but on the broker side. Mr. Boyer added an investment advisor's role would include a fiduciary duty to the 4M Fund. Council requested advisor presence at the meeting who would work on the City's investment. Mr. Boyer noted the advisor would not specifically work on the City's account, but for the overall 4M Fund. Mr. Boyer noted an advisor would be happy to have a discussion with Council from an advisory standpoint. Mr. Boyer noted his presentation was focused on holdings. Council noted the difference in fiduciary responsibility between the City and 4M, and added a fiduciary has the best interest of the entity they are representing; in the example presented the advisor would have a responsibility to 4M rather than the City's best interest. Mr. Boyer continued with presentation and noted other services provided by PMA. City Administrator Tobin added the finance manager role would act as a fiduciary for the City and work with the entity the City has investments with to review income enhancements and liquidity for the City. Mr. Boyer reviewed fixed rate investments, limited term duration funds, and the goal of enhancing income while maintaining sufficient liquidity of funds. Council requested information on PMA fees. Mr. Boyer responded fees are negotiated with LMC as the administrator and investment advisor, with compensation paid by LMC. Mr. Boyer reviewed the cash flow program available to cities with no service fees. Council request information on funds that are not with 4M, the rates and other funding mechanisms for handling balances. City Administrator Tobin noted staff can retrieve information and noted the bulk of funds reside in a 4M fund account. Council and staff reviewed escrow fund system tracking within the city's accounting system, and simplifying the system. Council noted PMA submits a royalty payment of .01 and .02 to LMC and based on the investment balances, and a term fee accrued daily and paid monthly. Council added the administrator also receives an fee, the LTD receives a fee, with an advisory fee also paid to PMA, along with a custodial fee. Council noted the published rates of other funds that act the same, are higher than what the City currently is receiving. City Administrator Tobin noted there is no dispute of the fees paid by the City for the 4M fund account management to LMC or to PMA. City Administrator Tobin noted determining what an alternative could be for the City if Council does not want to continue with 4M and the advisory assistance from PMA. Council and staff discussed rating risks and yield thresholds, paying a fiduciary, the time and resources necessary to manage city funds, noting options with other companies. Council requested deeper discussion of the 4M Fund to include rates, fees, service as an agenda item at future Council meeting. Council noted the optimal outcome is the added yield gained is greater than the expense. Council thanked Mr. Boyer for the presentation and information.

7. Consent Agenda

- a. Updated: March 14, 2024 DRAFT Regular Council Minutes
- b. Financial Claims March 28, 2024
- c. NW Trails Resolution 2024-29 of Support DNR Trails Funding
- d. Larkin Road Improvements – Accept Plans/Specs; Authorize Bids
- e. Water Tower – Pay Request 11
- f. Updated: Cropland Bid Results
- g. Hennepin County Signal Agreement – County Road 116 and Hackamore Road
- h. Removed: April 13, DRAFT Work Session Minutes
- i. Removed: April 13 DRAFT Regular Council Minutes
- j. Bellwether 8th Easement Correction

k. Updated: Tavera 6th Final Plat and Final Planned Unit Development (City file 23-032)

l. Resolution 2023-23 Honoring Clyde Bechtold Retirement

MOTION: made by Schultz, seconded by Bottema to approve consent agenda items 7a-g and 7j-l as presented.

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

(Motion carries: 5:0)

9. Unfinished Business (Items moved before 8. Planning Business)

a. Moved Item from 6c: Organics Recycling

ai. Updated: Kira Berglund from Hennepin County

Kira Berglund, Composting and Recycling Specialist, reviewed organics recycling programs and presented the background on organics recycling and the policies implemented over the past few years. Ms. Berglund reviewed percentages of organic waste disposed of through the trash and ending up in a landfill. Ms. Berglund reviewed the requirement voted on in 2018 requiring cities to offer organics recycling with a January 1, 2022, timeline. Ms. Berglund outlined options for the organics program included cities over 10,000 residents either needed to have an organics collection program in place or require haulers to offer organics service. Ms. Berglund added a city under 10,000 residents could choose curbside collection or an organics drop off site. Ms. Berglund noted 15 other cities in Hennepin County offer an organics drop off site, and based on the program structure, the amount of funding received through the SCORE grant is allocated accordingly. Ms. Berglund noted a city organics drop off bin equates to about \$3300 in funding. Ms. Berglund noted a citywide contract program could provide SCORE funding in the \$20-25,000 range. Council requested information on the current SCORE funding the City receives and how it is allocated to support current recycling processes in Corcoran. Ms. Berglund noted the lack of communication from the solid waste haulers regarding organics recycling and confusion among residents. Ms. Berglund reviewed the support Hennepin County can offer through mailers to communicate with residents about the future of organics recycling. Ms. Berglund noted the 10,000+ population threshold requirement for curbside recycling and involving solid waste haulers. Ms. Berglund reviewed the difference between backyard composting and organics recycling. Ms. Berglund noted State Statute 115A.93 as it references requirements regarding charges for organics recycling. Ms. Berglund noted the Metropolitan Solid Waste Management Policy Plan 2022-2042 will be released late 2024 and includes Hennepin County information on the policy plan and MPCA required strategies for the 7-county metro area to make residential curbside organics collection available in a city with a population greater than 5,000 by 2030.

Council commented on the organics recycling requirements and legislation by the Minnesota Pollution Control Agency (MPCA), that the County, and then the City have to abide by.

Bob Sunstahl, 6685 Trail Lane, resident for 46 years, opposes the organics recycling waste fee of \$22 per quarter, noted taxes paid to Hennepin County, and opined on the rotten organic waste in the summer sitting in the recycling bin all week.

Ms. Berglund clarified the State or County taxes referenced on the invoices residents are receiving are on the trash, not on the organics recycling, and fund Hennepin County programs. The fee charged by the hauler is not coming to Hennepin County, and the hauler is deciding the fee.

Council thanked Ms. Berglund for her time and presentation.

a.ii. Added: Alison Cameron from MPCA

Alison Cameron, Organics Expert, MPCA, shared with Council the MPCA does not create the law, but are an important part of assuring compliance with the law. Ms. Cameron noted the State Statute 115a.551 set the 75 percent recycling requirement for the 7-county metro area by December 31, 2030. Ms. Cameron noted the goal of 75 percent recycling needs to include organics recycling to reach that goal. Council questioned the outcome if cities do not meet the 75 percent goal. Ms. Cameron noted different funding that could be affected by not reaching the goal. Ms. Cameron referenced Minnesota Statute 115a.552 requires counties to provide a recycling center curbside pickup and also monthly pickup for cities with a population of 5,000 or more; State Statute 115a.93 subdivision 3C includes 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 with the intent of the statute to promote recycling and to ensure it is not cost prohibitive or more expensive for anyone wants to recycle. Ms. Cameron continued on explaining the statute and noted there should be no price reduction or savings if one chooses not to recycle, there is no opt out of paying the fee for recycling service and the licensing authority is responsible for implementing this requirement the MPCA can hold licensing authorities accountable but the actual enforcement of any prohibition adopted by

the licensing authority is their responsibility. Ms. Cameron added the licensing authority may impose requirements that are consistent with the County Solid Waste policies as a condition of receiving and maintaining the license, and a licensing authority shall prohibit mixed municipal solid waste collectors. Ms. Cameron noted a license is required for any haulers that are picking up mixed municipal solid waste. Ms. Cameron noted licensing authority is either the city or the county that issues the license. Ms. Cameron noted the why everyone should pay supports clean water, air, and land to support healthy communities and ecosystems in Minnesota. Ms. Cameron noted the benefits when more people participate in recycling, not just the households that opt in to place their organics recycling in the recycling cart. Ms. Cameron noted the Waste Management Act of 1991 prevents households from being charged more for recycling. Council thanked Ms. Cameron for her time and presentation.

a.iii. Matt Herman from Republic

Matt Herman, Republic Services, thanked the County and MPCA for their presentations, and noted the complicated situation surrounding organics recycling. Mr. Herman noted Republic's compliance with State Statute 115A.93 is a requirement placed on all solid waste haulers regarding charging residents for organics recycling. Mr. Herman noted the regulatory requirements and a level playing field regarding competition in a fair and open market and would like to see the city hold additional haulers accountable. Mr. Herman noted service provided to cities via drop sites, citywide contracted curbside service, and open markets. Mr. Herman noted a desire to work with the city for the best system for residents and noted the 10,000 population threshold, and the future 5,000 population noted in the Metropolitan Solid Waste Management Policy Plan. Mr. Herman noted if Council amends the ordinance so haulers are no longer required to offer organics recycling, and to go with the organics recycling drop off bin, Republic would no longer charge the organics processing waste fee to residents. Mr. Herman noted however, that is a temporary situation, once the population threshold of 10,000 is surpassed, the city would be out of compliance. Mr. Herman noted Republics desire to partner with the City of Corcoran on organics recycling, along with being the provider for traditional recycling in Corcoran through the end of 2024. Discussion on offering organics recycling without the extra cart was reviewed by Mr. Herman and Council and sorting technologies, and cost of sorting facilities.

Council thanked all organics recycling presenters for participating in the discussion.

Mayor McKee noted the public comment opportunity for Unfinished Business, previously Item 6c Organics Recycling (moved to item 9a), and Water Tower logo (moved to item 9b).

Mayor McKee read the public comment email received by Svelana Komonash, 22715 County Road 10, Corcoran, MN, noting opposition of the organics waste fee.

Mike Thomas, 21525 Nystrom Lane, opined on the backend of the process and if the composting can be returned to residents, and the additional hauling trucks that travel Corcoran roads.

City Administrator Tobin noted organics recycling will be discussed with Council decision on April 11.

b. Water Tower Logo (Previously Item 9a.)

Public Director Mattson presented past Council discussion on the water tower paint color, logo options, and orientation of the logo on the tower. Public Works Director Mattson noted highest visibility of the logo is from County Road 30 on focusing on east west direction for logo placement. Council discussed options, costs, budget, and placement of logo. Council noted the process of creating the logo and noted the logo is a good representation of what the city values. Public Works Director Mattson noted the cost of each color and budgeted amounts. Council discussed utilizing one logo on the water tower facing southeast towards the corner of County Road 30 and County Road 116.

MOTION: made by Nichols, seconded by McKee to approve Option 2 with a combination of the tank color white with an east facing and a west facing color logo to provide visibility from both directions.

Voting Aye: McKee and Nichols Nay: Schultz and Vehrenkamp Abstain: Bottema
(Motion fails: 2:2:1)

MOTION: made by Schultz, seconded by Vehrenkamp to approve Option 3.

Voting Aye: Schultz and Vehrenkamp Nay: McKee and Nichols Abstain: Bottema
(Motion fails: 2:2:1)

Council reviewed the cost of the color logo and expense.

MOTION: made by Nichols to approve a single color logo facing north.
(Motion dies for lack of second)

Council discussed placing only the city name on the water tower and the cost.

MOTION: made by Bottema to exclude logo and the city name on the water tower and only paint the water tower.

(Motion dies for lack of second)

MOTION: made by McKee, seconded by Vehrenkamp to approve two monochrome logos, and east west facing, white paint on the tank.

Mike Thomas, 21525 Nystrom Lane, opined on the logo size and detail of logo.

Council and staff noted height of tank is approximately 30 feet.

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

(Motion carries: 4:1)

8. Planning Business (Public Comment Opportunity) (Item moved after item Unfinished Business)

a. Removed: Khacholing Center CHOL IUP (City file 23-029)

Mayor McKee invited residents to communicate in-person during the public comment opportunity for Planning Business items. City Administrator Tobin explained the instructions to participate in the public comment opportunity.

Fred Benkusky, 6215 Hackamore Circle, opposes location of pool within the new Woodland Hills development. Mr. Benkusky noted his house faces the pool and requested aligning the back of the pool house with the property border so his home isn't directly faced with a busy pool area, and also building a privacy fence facing his property.

b. Woodland Hills CPA, RZ, PP and VAR (City file 23-033)

Planner Davis McKeown presented the items for Council discussion include a comprehensive plan amendment, zoning ordinance amendment, preliminary plat, and variance. Planner Davis McKeown noted the subdivision is located at the northeast corner of County Road 116 and Hackamore Road and includes 60 single-family residential lots, one community amenity/recreational lot, and five outlots. Planner Davis McKeown noted the comprehensive plan amendment reflects the current land use guiding is low density residential which requires three to five units per acre with the proposed pre-development density of this project at 2.01 unit per acre. Planner Davis McKeown addressed the request includes a comprehensive plan amendment that establishes a new land use designation and the allowed development currently proposed would allow two to three units per acre. Planner Davis McKeown reviewed the zoning ordinance amendment components of rezoning and map amendment from the current RSF2 residential single-family zoning to RSF3, allowing for a smaller lot size of 7,500 square feet and a lot width of 65 feet. Planner Davis McKeown noted the preliminary plat includes 42 lots with a lot width of greater than 75 feet and 18 lots with a lot width between 65 and 75 feet. Council and staff discussed the location of the amenity lot. Planner Davis McKeown reviewed the variance request of 7.5 feet and the garage maximum percentage standard both meet the practical difficulties standards outlined in City Code. The 7.5 feet is a consistent side setback to be applied to avoid coordination concerns with multiple builders and property owners looking to create custom homes. Planner Davis McKeown noted the applicant offers a 25-foot front setback as way to mitigate the impacts of granting flexibility in the side setback. The garage maximum percentage standard requires that 55 percent of the garage cannot exceed 55 percent of the front floor elevation and the house product type will likely include three or four car garages, which would meet the practical difficulties standards outlined in City Code. Planner Davis McKeown noted the garage variance has been a common PUD flexibility particularly for three car garages and allows households the ability to park their vehicles comfortably without relying on street parking. Planner Davis McKeown noted the applicant offered a requirement that a second story be required in the 25-foot front setback table as a way to offset the impacts of granting the variance. Planner Davis McKeown reviewed the new buffer yard flexibility request not discussed with the concept plan. Planner Davis McKeown noted the Planning Commission recommended approval of the project and included the comp plan amendment, resolutions within findings of fact supporting the zoning ordinance amendments, preliminary plat, and variance with side setback but denial of the garage maximum and buffer yard variance (Option A). Planner Davis McKeown noted staff recommended approval of the side setback and the garage maximum, and denial of the buffer yard variance (Option B).

MOTION: made by Bottema, seconded by Vehrenkamp, to approve Resolution 2024-28 Approving One Variance and Denying Two Variances for "Woodland Hills of Corcoran" on the Properties Located at the Northeast Corner of County Road 116 and Hackamore Road (Option A) (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

Council was sympathetic to the buffer variance request but noted the Motion made was not indicative of the acceptance towards the buffer variance and modification of the Motion is necessary.

Voting Aye: _____
Nay: McKee, Bottema, Schultz, Vehrenkamp, and Nichols
(Motion fails 0:5)

MOTION: made by Bottema, seconded by Vehrenkamp, to approve Resolution 2024-25 Comprehensive Plan Amendment for “Woodland Hills of Corcoran” Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

Voting Aye: _____
Nay: McKee, Bottema, Schultz, Vehrenkamp, and Nichols
(Motion fails 0:5)

MOTION: made by Bottema, seconded by Vehrenkamp, to approve Resolution 2024-26 Findings of Fact for zoning Text Amendment of Section 1040.050 and Zoning Map Amendment for the Properties Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

Voting Aye: _____
Nay: McKee, Bottema, Schultz, Vehrenkamp, and Nichols
(Motion fails 0:5)

MOTION: made by Bottema, seconded by Vehrenkamp, to approve Resolution 2024-27 Preliminary Plat for “Woodland Hills of Corcoran” on the Properties Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

Voting Aye: _____
Nay: McKee, Bottema, Schultz, Vehrenkamp, and Nichols
(Motion fails 0:5)

MOTION: made by Bottema, seconded by Vehrenkamp, to adopt Ordinance 2024-518 Amending Title X (Zoning Ordinance) of the City Code to Amend the Text of Section 1040.050 and Classify Certain Land Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

Voting Aye: _____
Nay: McKee, Bottema, Schultz, Vehrenkamp, and Nichols
(Motion fails 0:5)

MOTION: made by Bottema, seconded by Vehrenkamp, to approve Ordinance 2024-519 Summary of Ordinance 2024-518 Amending Title X (Zoning Ordinance) of the City Code to Amend the Text of Section 1040.050 and Classify Certain Land Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

Voting Aye: _____
Nay: McKee, Bottema, Schultz, Vehrenkamp, and Nichols
(Motion fails 0:5)

Council discussed the buffer variance request and the existing trees and brush along the eastern side of the property. Council noted large amounts of buckthorn that needs removal, and the remaining trees and brush will likely die, and what remains will not be an acceptable buffer, but could be partial credit.

Council received comments from applicant regarding variance request and location of amenity center, noting people within the development are able to walk to the amenity center and noted preference not include parking at the amenity center. Applicant commented on landscaping surrounding the amenity center and buffering that will be necessary. Applicant also noted review of switching the pool house building to the east of the amenity lot. Council noted possibility of residents from the development parking in Hackamore Circle and walking to the amenity center. Council and staff discussed one ADA parking space and two regular parking spaces at the amenity center. Council discussed amending the opacity fence at the amenity center as a condition of the variance.

Fred Benkusky, 6215 Hackamore Circle, opined on the parking that may occur on Hackamore Circle with amenity center located on the east side of the development and adjacent to Hackamore Road. Mr. Benkusky noted Hackamore Circle is a quarter mile from County Road 116 and opined that residents would likely park on Hackamore Circle.

Council and staff discussed a condition requiring the amenity center be located on a different lot within the Woodland Hills development. Planner Davis McKeown noted the amenity center is a permitted use in the zoning district. Council and staff discussed additional conditions to variance on condition 11, to include the pool and pool house location will require three off street parking spaces including one handicap space, structures need to be oriented so the pool house is to the east of the lot with pool on the west, and privacy fence will be required on the amenity lot as part of the buffer yard.

MOTION: made by McKee, seconded by Nichols, to amend Resolution 2024-27 Preliminary Plat for “Woodland Hills of Corcoran” on the Properties Located at the Northeast Corner of County Road 116 and Hackamore Road with additional requirements under Condition 11 to include the pool and pool house location will require three off street parking spaces including one handicap space, structures need to be oriented so the pool house is to the east of the lot with pool on the west, and privacy fence will be required on the amenity lot as part of the buffer yard. (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

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

Council and staff reviewed amendments to the variances requested. Planner Davis McKeown noted Resolution 2024-28 could be a consent agenda item on the April 11 meeting for Council approval.

MOTION: made by McKee, seconded by Schultz to amend Resolution 2024-27 Preliminary Plat for “Woodland Hills of Corcoran” on the Properties Located at the Northeast Corner of County Road 116 and Hackamore Road with additional requirements for screening, buffering, parking, architectural elements exempting lots 13 and 14 as long as trees are not removed. (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

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

Planner Davis McKeown noted resolution would be presented as a consent agenda item at the April 11 meeting.

MOTION: made by McKee, seconded by Schultz, to approve Resolution 2024-25 Comprehensive Plan Amendment for “Woodland Hills of Corcoran” Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

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

Council suggested renaming Very Low Density Residential Zoning to Conservation Residential Zoning. Planner Davis McKeown noted Resolution 2024-25 and Ordinance 2024-518 would reflect the new language. Mayor McKee requested a friendly amendment with the new language to Resolution 2024-25 and Ordinance 2024-518.

MOTION: friendly amendment made by McKee, seconded by Schultz to include Conservation Residential Zoning as replacement language for Very Low Density Residential Zoning in Resolution 2024-25 and Ordinance 2024-518.

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

MOTION: made by McKee, seconded by Schultz, to approve Resolution 2024-26 Findings of Fact for zoning Text Amendment of Section 1040.050 and Zoning Map Amendment for the Properties Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

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

MOTION: made by McKee, seconded by Schultz, to approve Resolution 2024-27 Preliminary Plat for “Woodland Hills of Corcoran” on the Properties Located at the Northeast Corner of County Road 116 and Hackamore Road as amended (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

MOTION: made by McKee, seconded by Schultz, to adopt Ordinance 2024-518 Amending Title X (Zoning Ordinance) of the City Code to Amend the Text of Section 1040.050 and Classify Certain Land Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

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

MOTION: made by McKee, seconded by Schultz, to approve Ordinance 2024-519 Summary of Ordinance 2024-518 Amending Title X (Zoning Ordinance) of the City Code to Amend the Text of Section 1040.050 and Classify Certain Land Located at the Northeast Corner of County Road 116 and Hackamore Road (PID 36-119-23-33-0003, 36-119-23-33-0007, and 36-119-23-33-0010) (City file 23-032).

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

(Motion carries: 5:0)

Mayor McKee recessed the Council meeting at 10:43 pm.

Mayor McKee reconvened the Council meeting at 10:48 pm.

c. Public Hearing: Tavera 4th Easement Vacation (City file 24-004)

Mayor McKee opened the Public Hearing.

Mayor McKee recessed the Public Hearing until after the staff presentation.

City Planner Lindahl reviewed the Tavera 4th Easement Vacation and noted the 4th Addition Easement Vacation is for two for townhome lots on the west side and include lots 10 and 11. City Planner Lindahl noted in the 2nd Addition of Tavera between the preliminary and final plat, the Council widened the easement on the shared lot line for a deeper storm sewer, and at that time a tiny encroachment was missed. City Planner Lindahl added when a building permit was initiated, the missed encroachment was realized and needed to be vacated. City Planner Lindahl noted the area is less than a quarter of an acre and city engineer has no objection.

Mayor McKee reconvened the Public Hearing.

A resident made a comment from the audience that was not audible. Audience commented on the agenda and approached the Council. Council explained the 500-foot radius of change on adjacent property.

Brad Erlandson, 6665 Trail Lane, questioned construction hours, when park would be constructed, and when trails would be finished within the development and also along Hackamore Road. Mr. Erlandson noted the lights that are always on in the model homes.

Council responded construction hours are 7am to 7pm weekdays, and 8am to 4pm on weekends. Council noted residents can contact the nonemergency line in the Police Department to record a problem, or call 911 for a non-emergency.

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

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

(Motion carries: 5:0)

MOTION: made by Nichols, seconded by Schultz, to approve Resolution 2024-22 Vacation of Drainage and Utility Easements for "Tavera 4th Addition" Subdivision (City file 24-004)

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

(Motion carries: 5:0)

d. Public Hearing: Tavera 6th Easement Vacation (City file 23-032)

Mayor McKee opened the Public Hearing.

MOTION: made by Nichols, seconded by Bottema to close the Public Hearing.

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

(Motion carries: 5:0)

MOTION: made by Nichols, seconded by Vehrenkamp, to approve Resolution 2024-21 Vacation of Draining and Utility Easements for "Tavera 6th Addition" Subdivision (City file 23-033).

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

(Motion carries: 5:0)

e. Corcoran Industrial NE Concept Plan (City file 24-010)

City Planner Lindahl reviewed the 80.67 acre site is guided light industrial and zoned light industrial. City Planner Lindahl noted the site is included with the MUSA in phase 1 of the sewer staging plan. The concept plan includes two buildings for warehouse and distribution, truck docks between the buildings, with a variance needed for a zero setback for truck bay. City Planner Lindahl noted the parking looks to comply. City Planner Lindahl reviewed screening, wetland locations, landscaping, and noted there is a thousand feet between adjacent residential which does meet buffer requirements. City Planner Lindahl noted code would require 4 percent of the land be dedicated to for parkland. City Planner Lindahl noted there was a trail planned and running along the west side of the property, however, the adopted Three Rivers Park trail map indicates the Diamond Lake Regional Trail also to the west of the property. City Administrator Tobin noted the possibility of east west trail and also a Regional Park in Corcoran. Council suggested taking some of the Park dedication and the section of the parcel with Woodland on it located north of the development and when the Westerly parcel develops determine if there's some complimentary landing to could create a broader Trail Corridor that captures some more natural interest versus trying to put it in the

middle of one parcel. Council added rather than have the trail run through the adjacent property entirely if we take land instead of cash and capture portions of that have natural interest that can become the Eastern side of the trail easement or a portion of the trail and then when the Western parcel develops segments could be taken with that Park dedication resulting in a more natural Corridor. Council discussed trail location options, screening, and architectural standards. City Planner Lindahl noted the concept plan is compliant and the property is an industrial district, not an office district, and the City does have standards. Council noted diversifying the tax base and noted industrial spots are limited with residential properties being 1000 feet away. Council noted the concept plan is well thought out however, parking consideration in parking islands in the trailer parking need to be discussed and distinguish between truck trail zones and parking lots. Council noted benefit in saving trees in residential areas where you want to create a buffer, but less beneficial in commercial and industrial areas. Council and staff discussed road construction, public safety, and emergency vehicle access. City Planner Lindahl noted the property to the west is mixed use, and then transitions into residential. City Planner Lindahl road access points reflected on the Northeast District and developed in conjunction with Hennepin County are consistent with the exception of the northern road needing to shift slightly south. City Planner Lindahl noted comments were received by Maple Grove. City Planner Lindahl reviewed the next steps would include an environmental assessment worksheet requirement due to the size of the building and being a commercial or industrial property. City Planner Lindahl noted along with EAW, a feasibility study would be completed to study the infrastructure, allow for public comment, and at the end of the process, the applicant could submit an application. Council asked for clarification on the Maple Grove comments. City Administrator Tobin noted the perceived alignment of the road would be a different location and though Maple Grove has not yet invested staff time to fully explore the location but is where the road template exists. Public Works Director Mattson noted Hennepin County will determine where the road access points will be located and will be based on technical items like food planes, wetland mitigation, etc. Council noted incoming and outgoing truck traffic. Council generally supports the overall site plan, support of the trail not touching the property, and support for variance.

Rick Temple, Temple Real Estate, thanked the mayor and Council for their feedback. Mr. Temple commented on completing imagery for the buffer to southeast, regarding tree preservation Mr. Temple noted they worked very hard to work with the existing topography to maximize buildable acreage and referenced the curved road on the Maple Grove side of 101 and noted the possibility of working within curve and minimal wetland impact. Mr. Temple noted phases of building roads as the development grows and would be willing to commit to building roads as the western building property owner begins the project and is in a position to connect the roads.

f. Revise Commercial/Industrial Zoning Districts – Three Phases (City file 23-023)

Mayor McKee noted Council is not approving any specifics and approving or discussing the work plan. Planner Davis McKeown reviewed changes to accommodate the deadlines within the three phases with a timeline beginning in April and ending in November.

MOTION: made by McKee, seconded by Vehrenkamp, to approve the work plan as presented.

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

(Motion carries: 5:0)

10. New Business

11. Staff Reports

- a. Planning Project Update Report

12. Council Reports

13. Updated: 2024 City Council Schedule

14. Closed Session

- a. Closed Session 1: Real Estate Property
 - 1. Removed: Stieg Road Improvements

2. Removed: City Center
 3. Added: Consider offers for the purchase or sale of real or personal property
- b. Closed Session 2:
1. Discuss Development Offers or Counteroffers for the purchase or sale of real or personal property

Mayor McKee stated:

“City Council is going into closed to consider an offer for real estate. Under the authority of Minnesota Stat. § 13D.05 subd. 3(c)(3) the City is permitted to close a meeting to consider offers and counteroffers for the purchase or sale of real or personal property. The city council is going into closed session to consider an offer for real estate or personal property; the following property is the subject of the closed meeting: water supply treatment equipment. In the second closed session, the City Council will consider an offer for real estate or personal property; the following property is the subject of the second closed session: PID 23-119-23-43-0008.”

Mayor McKee recessed the Council meeting at 11:45 pm.

Mayor McKee reconvened the Council meeting at 12:10 am.

Mayor McKee stated:

“In the closed session, the City Council discussed an offer for real estate and personal property; staff was provided direction.”

8. Adjournment

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

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

(Motion carries 5:0)

Meeting adjourned at 12:11 am on March 29, 2024.

Michelle Friedrich – City Clerk

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		\$1,230,652.15
(See attached Check Detail Registers)		
Total Checks		\$1,230,652.15
Total of Auto Deductions		\$ 228,861.91

TOTAL EXPENDITURES FOR APPROVAL		\$ 1,459,514.06
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Auto Deductions / Electronic Fund Transfer / Other Disbursements

Date	Paid to	Amount	Description
3/22/2024	ADP PAYROLL FEES	\$ 98.80	Payroll Processing Fee
3/22/2024	Optum Bank	\$ 4,341.89	Employee HSA
3/22/2024	MN PERA	\$ 26,716.49	Employee Pension
3/25/2024	EMPOWER	\$ 5,618.80	Employee Deferred Comp/Healthcare Savings
3/29/2024	ADP PAYROLL FEES	\$ 328.12	Payroll Processing Fee
4/1/2024	HealthPartners	\$ 37,035.64	Employee Health Insurance Premium
4/4/2024	ADP Payroll	\$ 154,722.17	Net Payroll and Taxes
Total		\$ 228,861.91	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 35229							
100-41500-50300	03/31/24	ABDO LLP	ABDO FINANCE MANAGER SUPPORT	486726	04/11/24	36,331.40	35229
						<u>36,331.40</u>	
Check 35230							
100-43100-50210	03/22/24	ACME TOOLS	MILWAUKEE CUTTER RETURN	12556763	04/11/24	(73.94)	35230
100-45200-50210	03/21/24	ACME TOOLS	SAW & BLADES	12550986	04/11/24	193.89	35230
						<u>119.95</u>	
Check 35231							
100-41410-50210	03/02/24	AMAZON CAPITAL SERVICES	OFFICE AND ELECTION SUPPLIES	1P6P-CTGF-QFFJ	04/11/24	24.99	35231
100-41900-50200	03/21/24	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1LXW-NYNC-LRLX	04/11/24	111.43	35231
100-42100-50200	03/18/24	AMAZON CAPITAL SERVICES	FLASH DRIVES	1FPP-VYDG-74WT	04/11/24	137.99	35231
100-45200-50210	03/31/24	AMAZON CAPITAL SERVICES	GLASSES/HANGING FOLDERS	13JP-Q7YT-VHRF	04/11/24	39.83	35231
416-42100-50210	03/21/24	AMAZON CAPITAL SERVICES	SQUAD ### BUILDUP	1YFG-F79G-7MMC	04/11/24	389.99	35231
						<u>704.23</u>	
Check 35232							
100-41900-50212	03/21/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2600116	04/11/24	26.66	35232
100-41900-50212	03/25/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2603430	04/11/24	17.28	35232
100-42100-50212	03/21/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2600116	04/11/24	1,213.10	35232
100-42100-50212	03/25/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2603430	04/11/24	786.24	35232
100-43100-50212	03/21/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2600116	04/11/24	93.32	35232
100-43100-50212	03/21/24	BEAUDRY OIL COMPANY	ULS DYED FUEL	2600115	04/11/24	956.48	35232
100-43100-50212	03/25/24	BEAUDRY OIL COMPANY	UNLEADED FUEL	2603430	04/11/24	60.48	35232
100-43100-50212	03/25/24	BEAUDRY OIL COMPANY	ULS DYED FUEL	2603429	04/11/24	1,424.64	35232
						<u>4,578.20</u>	
Check 35233							
100-42100-50307	03/26/24	RYAN BURNS	WELLNESS TRAVEL REIMBURSEMENT	032624	04/11/24	1,500.00	35233
						<u>1,500.00</u>	
Check 35234							
100-00000-22205	03/29/24	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES - MARCH 2024	5296	04/11/24	420.50	35234
100-00000-22205-087	03/29/24	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES - MARCH 2024	5296	04/11/24	145.00	35234
100-41600-50300	03/29/24	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES - MARCH 2024	5296	04/11/24	6,271.25	35234
100-42100-50304	03/29/24	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES - MARCH 2024	5296	04/11/24	3,634.55	35234
419-43100-50304	03/29/24	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES - MARCH 2024	5296	04/11/24	43.50	35234
						<u>10,514.80</u>	
Check 35235							
411-43100-50210	03/20/24	CEMSTONE PRODUCTS COMPANY	RAW MATERIAL	7389412	04/11/24	2,582.00	35235
411-43100-50210	03/18/24	CEMSTONE PRODUCTS COMPANY	RAW MATERIAL	7389382	04/11/24	1,018.00	35235
411-43100-50210	03/12/24	CEMSTONE PRODUCTS COMPANY	4500 3/4 AG, AE MATERIAL	7385592	04/11/24	5,176.00	35235
411-43100-50210	03/15/24	CEMSTONE PRODUCTS COMPANY	5 GALLONS CURE AND SEAL ACRLIC	7386632	04/11/24	413.62	35235
						<u>9,189.62</u>	
Check 35236							
100-41900-50400	03/20/24	CINTAS - 470	CITY HALL FLOOR MATS	4187028444	04/11/24	146.37	35236
100-43100-50400	03/20/24	CINTAS - 470	UNIFORM/DISPOSABLE BATHROOM MATS	4187028	04/11/24	6.60	35236
100-43100-50400	12/13/23	CINTAS - 470	CRT CABINET/DISPOSABLE BATHROOM MA	4176965849A	04/11/24	21.10	35236
100-43100-50400	03/27/24	CINTAS - 470	SHOP TOWELS	4187756537	04/11/24	83.70	35236
100-43100-50400	03/27/24	CINTAS - 470	UNIFORM/DISPOSABLE BATHROOM MATS	4187756521	04/11/24	30.09	35236
100-43100-50400	03/20/24	CINTAS - 470	CRT CABINET	4187028450	04/11/24	30.55	35236
100-43100-50400	03/20/24	CINTAS - 470	DISPOSABLE BATHROOM MAT/UNIFORM	4187028433	04/11/24	6.60	35236

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 35236							
100-43100-50417	03/20/24	CINTAS - 470	UNIFORM/DISPOSABLE BATHROOM MATS	4187028	04/11/24	35.27	35236
100-43100-50417	03/27/24	CINTAS - 470	UNIFORM/DISPOSABLE BATHROOM MATS	4187756521	04/11/24	35.27	35236
100-43100-50417	03/27/24	CINTAS - 470	UNIFORMS	4187756630	04/11/24	212.99	35236
100-43100-50417	03/20/24	CINTAS - 470	UNIFORMS	4187028626	04/11/24	212.99	35236
100-43100-50417	03/20/24	CINTAS - 470	DISPOSABLE BATHROOM MAT/UNIFORM	4187028433	04/11/24	35.27	35236
						856.80	
Total For Check 35236							
Check 35237							
100-00000-22205	03/25/24	CITY OF CORCORAN	BP22-029 PW DIRECTOR TIME FEB 2024	00007881	04/11/24	90.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP24-0001 PW DIRECTOR TIME DEC 202	00007884	04/11/24	180.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0046 PW DIRECTOR TIME DEC 202	00007885	04/11/24	225.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0001 PW DIRECTOR TIME DEC 202	00007886	04/11/24	135.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP22-0031 PW DIRECTOR TIME DEC 202	00007887	04/11/24	90.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP22-0043 PW DIRECTOR TIME DEC 202	00007888	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0015 PW DIRECTOR TIME JAN 202	00007889	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP24-0001 PW DIRECTOR TIME JAN 202	00007890	04/11/24	90.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0046 PW DIRECTOR TIME JAN 202	00007891	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0048 PW DIRECTOR TIME JAN 202	00007892	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0001 PW DIRECTOR TIME JAN 202	00007893	04/11/24	90.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP22-0031 PW DIRECTOR TIME JAN 202	00007896	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP22-0043 PW DIRECTOR TIME JAN 202	00007897	04/11/24	270.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP22-0021 PW DIRECTOR TIME JAN 202	00007898	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0053 PW DIRECTOR TIME JAN 202	00007899	04/11/24	270.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0041 PW DIRECTOR TIME JAN 202	00007900	04/11/24	90.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0041 PW DIRECTOR TIME FEB 202	00007905	04/11/24	135.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP24-0001 PW DIRECTOR TIME FEB 202	00007906	04/11/24	135.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0046 PW DIRECTOR TIME FEB 202	00007907	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0048 PW DIRECTOR TIME FEB 202	00007908	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP24-0006 PW DIRECTOR TIME FEB 202	00007909	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP 23-0050 PW DIRECTOR TIME FEB 20	00007910	04/11/24	90.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP22-0031 PW DIRECTOR TIME FEB 202	00007913	04/11/24	225.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0024 PW DIRECTOR TIME FEB 202	00007914	04/11/24	45.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP22-0043 PW DIRECTOR TIME FEB 202	00007915	04/11/24	270.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP23-0053 PW DIRECTOR TIME FEB 202	00007916	04/11/24	135.00	35237
100-00000-22205	03/25/24	CITY OF CORCORAN	BP24-0014 PW DIRECTOR TIME FEB 202	00007917	04/11/24	90.00	35237
100-45200-50382	03/29/24	CITY OF CORCORAN	6620 CO RD 116 WATER BILL	032924	04/11/24	27.53	35237
100-45200-50382	03/29/24	CITY OF CORCORAN	20200 CO RD 50 WATER BILL	03292024	04/11/24	44.99	35237
						3,132.52	
Total For Check 35237							
Check 35238							
416-42100-50550	04/01/24	CITY OF DELANO	2024 POLICE INTERCEPTOR VEHICLE RE	04012023	04/11/24	3,389.43	35238
						3,389.43	
Total For Check 35238							
Check 35239							
100-43100-50380	03/01/24	COMCAST - 930899035	INTERNET MARCH 2024	196481965	04/11/24	295.05	35239
						295.05	
Total For Check 35239							
Check 35240							
100-41920-50300	03/21/24	COMPUTER INTEGRATION TECH	MONTHLY MANAGED SERVICES	371898	04/11/24	1,936.00	35240
						1,936.00	
Total For Check 35240							
Check 35241							
100-00000-22205	03/25/24	COOPERATIVE PURCHASING CONNE	BP24-0008 PW DIRECTOR TIME DEC 202	00007882	04/11/24	90.00	35241

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 35241			Total For Check 35241			90.00	
Check 35242							
411-43100-50520	03/07/24	CORE & MAIN LP	HDPE PIPE	U443149	04/11/24	1,027.20	35242
			Total For Check 35242			1,027.20	
Check 35243							
100-42100-50207	03/08/24	DEFENSE TECHNOLOGY, LLC	IMPACT MUNITIONS INSTRUCTOR COURSE	127653	04/11/24	625.00	35243
			Total For Check 35243			625.00	
Check 35244							
100-41900-50350	03/28/24	ECM PUBLISHERS INC	APRIL 11 PH ORGANICS RECYCLING	991847	04/11/24	107.07	35244
100-41900-50350	02/15/24	ECM PUBLISHERS INC	STIEG ROAD IMPROVEMENT BIDS	985732	04/11/24	308.69	35244
100-41900-50350	03/14/24	ECM PUBLISHERS INC	MARCH 28 PH TAVERA 6 EASEMENT	989815	04/11/24	87.07	35244
100-41900-50350	03/21/24	ECM PUBLISHERS INC	APRIL 4 PH RAM VARIANCE	990803	04/11/24	91.24	35244
100-41900-50350	03/21/24	ECM PUBLISHERS INC	APRIL 4 PH SCHARBER CUP	990802	04/11/24	107.07	35244
100-41900-50350	03/21/24	ECM PUBLISHERS INC	ORDINANCE NO. 2024-514	990801	04/11/24	150.39	35244
100-41900-50350	03/21/24	ECM PUBLISHERS INC	APRIL 4 PH TREK REAL ESTATE	990804	04/11/24	114.98	35244
100-41900-50350	03/21/24	ECM PUBLISHERS INC	ORDINANCE NO. 2024-515	990805	04/11/24	174.13	35244
100-41900-50350	03/21/24	ECM PUBLISHERS INC	MAGNESIUM/CALCIUM CHLORIDE APPLICA	990806	04/11/24	138.73	35244
100-41900-50350	03/21/24	ECM PUBLISHERS INC	2024 ASPHALT/ROAD MAINTENANCE	990807	04/11/24	122.90	35244
100-41900-50350	03/14/24	ECM PUBLISHERS INC	OPEN BOOK MEETING	989816	04/11/24	142.47	35244
100-41900-50350	03/14/24	ECM PUBLISHERS INC	MARCH 28 PH US HOMES LLC PO 24-004	989814	04/11/24	87.07	35244
			Total For Check 35244			1,631.81	
Check 35245							
100-42100-50300	03/31/24	EMPLOYEE RELATIONS, INC.	BACKGROUND INVESTIGATION	96931	04/11/24	908.86	35245
100-43100-50300	02/29/24	EMPLOYEE RELATIONS, INC.	BACKGROUND INVESTIGATIONS	96634	04/11/24	114.92	35245
			Total For Check 35245			1,023.78	
Check 35246							
100-41900-50322	03/05/24	FP MAILING SOLUTIONS	QUARTERLY MAIL METER	RI106138463	04/11/24	128.85	35246
			Total For Check 35246			128.85	
Check 35247							
100-42200-50300	01/17/24	CITY OF HANOVER	2024 1ST QUARTER FIRE PROTECTION	03152024	04/11/24	20,103.27	35247
			Total For Check 35247			20,103.27	
Check 35248							
100-41550-50210	03/07/24	HENNEPIN COUNTY TREASURER	2024 PROPERTY TAXES: PID 35-119-23	0143_2024	04/11/24	19.14	35248
			Total For Check 35248			19.14	
Check 35249							
100-41550-50210	03/07/24	HENNEPIN COUNTY TREASURER	2024 PROPERTY TAXES: PID 12-119-23	0073_2024	04/11/24	1.30	35249
			Total For Check 35249			1.30	
Check 35250							
100-41550-50210	03/07/24	HENNEPIN COUNTY TREASURER	2024 PROPERTY TAXES: PID 12-119-23	0040_2024	04/11/24	1.30	35250
			Total For Check 35250			1.30	
Check 35251							
100-41550-50210	03/07/24	HENNEPIN COUNTY TREASURER	2024 PROPERTY TAXES: PID 12-119-23	0039_2024	04/11/24	1.30	35251
			Total For Check 35251			1.30	
Check 35252							
100-41550-50210	03/07/24	HENNEPIN COUNTY TREASURER	2024 PROPERTY TAXES: PID 25-119-23	0049_2024	04/11/24	1.24	35252

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Check 35263							
						Total For Check 35263	216,531.00
Check 35264							
100-41900-50401	03/20/24	MENARDS MAPLE GROVE	CARPET CLEANER SUPPLIES	29996	04/11/24	177.95	35264
100-43100-50210	03/18/24	MENARDS MAPLE GROVE	BLUE CHALK/SPRAY PAINT/SPARK PLUG	29930	04/11/24	18.26	35264
100-43100-50210	03/12/24	MENARDS MAPLE GROVE	DUPLEX NAIL/2X6 LUMBER	29693	04/11/24	12.72	35264
100-43100-50210	03/13/24	MENARDS MAPLE GROVE	LUMBER	29747	04/11/24	158.58	35264
100-43100-50225	03/20/24	MENARDS MAPLE GROVE	CORRUGATED TUBING	30000	04/11/24	189.99	35264
						Total For Check 35264	557.50
Check 35265							
602-00000-20800	04/01/24	METROPOLITAN COUNCIL	MARCH 2924 SAC CHARGES	03-2024	04/11/24	57,155.00	35265
602-00000-36200	04/01/24	METROPOLITAN COUNCIL	MARCH 2924 SAC CHARGES	03-2024	04/11/24	(571.55)	35265
						Total For Check 35265	56,583.45
Check 35266							
100-43100-50210	01/23/24	MILLER CHEVROLET	HARNESS	182348	04/11/24	128.26	35266
						Total For Check 35266	128.26
Check 35267							
601-49400-50207	04/01/24	MINNESOTA RURAL WATER ASSOC	2024 MRWA CONFERENCE	04012024	04/11/24	1,375.00	35267
						Total For Check 35267	1,375.00
Check 35268							
602-49450-50210	03/26/24	NAPA AUTO PARTS - Corcoran	SHOP TOWELS	528500	04/11/24	230.63	35268
						Total For Check 35268	230.63
Check 35269							
100-00000-21710	04/02/24	NATALIE DAVIS MCKEOWN	DEPENDENT CARE REIMBURSEMENT	04022024	04/11/24	192.31	35269
						Total For Check 35269	192.31
Check 35270							
100-41410-50210	03/18/24	ODP BUSINESS SOLUTIONS, LLC	LAMINATE POUCHES/BADGE NAME PIN/OF	359574901001	04/11/24	31.99	35270
100-41900-50200	03/18/24	ODP BUSINESS SOLUTIONS, LLC	LAMINATE POUCHES/BADGE NAME PIN/OF	359574901001	04/11/24	110.76	35270
						Total For Check 35270	142.75
Check 35271							
100-00000-21710	04/04/24	MIKE PRITCHARD	FSA REIMBURSEMENT/2024 BOOT REIMBU	04042024	04/11/24	438.48	35271
100-43100-50417	04/04/24	MIKE PRITCHARD	FSA REIMBURSEMENT/2024 BOOT REIMBU	04042024	04/11/24	300.00	35271
						Total For Check 35271	738.48
Check 35272							
100-41600-50300	03/01/24	RATWIK, ROSZAK & MALONEY, P.	LEGAL FEES	03012024	04/11/24	4,612.50	35272
						Total For Check 35272	4,612.50
Check 35273							
601-00000-16500	03/04/24	RICE LAKE CONSTRUCTION GROUP	NE WATER SUPPLY - WATER TREATMENT	227704426 PAY 1	04/11/24	505,000.00	35273
601-00000-20610	03/04/24	RICE LAKE CONSTRUCTION GROUP	NE WATER SUPPLY - WATER TREATMENT	227704426 PAY 1	04/11/24	(25,250.00)	35273
						Total For Check 35273	479,750.00
Check 35274							
100-42200-50300	03/01/24	CITY OF ROGERS	1ST QUARTER 2024 FIRE PROTECTION	0037382	04/11/24	83,089.27	35274
						Total For Check 35274	83,089.27
Check 35275							

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Check 35275							
100-45200-50221	03/22/24	RUSSELL SECURITY RESOURCE IN	ICE RINK WARMING HOUSE REKEY	A48029	04/11/24	1,554.00	35275
			Total For Check 35275			<u>1,554.00</u>	
Check 35276							
100-00000-21709	04/01/24	STANDARD INSURANCE COMPANY	APRIL 2024 LIFE INSURANCE PREMIUMS	04-2024	04/11/24	2,132.25	35276
			Total For Check 35276			<u>2,132.25</u>	
Check 35277							
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	BELLWETHER	2213551	04/11/24	5,057.00	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	WCA PROJECTS	2213592	04/11/24	1,335.30	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	LARKIN ROAD IMPROVEMENTS	2213589	04/11/24	2,098.75	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	OSWALD FARM	2213804	04/11/24	1,125.00	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	WOODLAND HILLS	2213570	04/11/24	6,222.75	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	FAIRWAY SHORES VILLAS AT COOK LAKE	2213569	04/11/24	139.80	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	SCHERBER CR 30	2213568	04/11/24	1,173.00	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	CHASTEK FAMILY FARMS	2213567	04/11/24	652.60	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	BECHTOLD FARMS	2213565	04/11/24	654.90	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	KARINIEMI MEADOWS	2213562	04/11/24	516.60	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	RED BARN PET RETREAT	2213559	04/11/24	79.00	35277
100-00000-22205	03/28/24	STANTEC CONSULTING SERVICES	3019 ADDITION	2213558	04/11/24	458.00	35277
100-00000-22205-017	03/28/24	STANTEC CONSULTING SERVICES	COOK LAKE HIGHLANDS	2213552	04/11/24	705.40	35277
100-00000-22205-056	03/28/24	STANTEC CONSULTING SERVICES	TAVERA	2213553	04/11/24	3,199.20	35277
100-00000-22205-058	03/28/24	STANTEC CONSULTING SERVICES	RAVINIA	2213550	04/11/24	1,008.85	35277
100-00000-22205-080	03/28/24	STANTEC CONSULTING SERVICES	PIONEER TRAIL INDUSTRIAL PARK	2213555	04/11/24	1,116.00	35277
100-00000-22205-087	03/28/24	STANTEC CONSULTING SERVICES	STIEG ROAD IMPROVEMENTS	2213606	04/11/24	15,418.32	35277
100-00000-22205-087	03/28/24	STANTEC CONSULTING SERVICES	AMBERLY (1,2) BELLWETHER (6,7,9)	2213557	04/11/24	623.00	35277
100-00000-22205-098	03/28/24	STANTEC CONSULTING SERVICES	RUSH CREEK RESERVE TURN LANES	2213602	04/11/24	529.00	35277
100-00000-22205-098	03/28/24	STANTEC CONSULTING SERVICES	WCA PROJECTS	2213592	04/11/24	135.80	35277
100-00000-22205-098	03/28/24	STANTEC CONSULTING SERVICES	RUSH CREEK RESERVE	2213554	04/11/24	1,901.40	35277
100-00000-22205-111	03/28/24	STANTEC CONSULTING SERVICES	GARAGES TOO	2213561	04/11/24	98.40	35277
100-00000-22205-117	03/28/24	STANTEC CONSULTING SERVICES	ST THERESA SENIOR LIVING	2213560	04/11/24	1,650.80	35277
100-00000-22205-128	03/28/24	STANTEC CONSULTING SERVICES	WRIGHT HENNEPIN SUBSTATION II	2213579	04/11/24	79.00	35277
100-00000-22205-130	03/26/24	STANTEC CONSULTING SERVICES	CITY CENTER DRIVE & 79TH PLACE STR	2213880	04/11/24	732.15	35277
100-00000-22205-132	03/28/24	STANTEC CONSULTING SERVICES	WALCOTT GLEN	2213556	04/11/24	2,303.35	35277
100-00000-22205-133	03/28/24	STANTEC CONSULTING SERVICES	COOK LAKE TURN LANE	2213617	04/11/24	172.50	35277
100-42400-50303	03/28/24	STANTEC CONSULTING SERVICES	NEW CONSTRUCTION INSPECTION	2213601	04/11/24	2,730.10	35277
100-43170-50300	03/28/24	STANTEC CONSULTING SERVICES	GENERAL ENGINEERING SERVICES	2213765	04/11/24	5,687.20	35277
100-43170-50309	03/28/24	STANTEC CONSULTING SERVICES	WCA PROJECTS	2213592	04/11/24	300.00	35277
408-48005-50530	03/28/24	STANTEC CONSULTING SERVICES	66TH STREET DESIGN AND CONSTRUCTIO	2213599	04/11/24	2,589.40	35277
601-00000-16500	03/28/24	STANTEC CONSULTING SERVICES	WATER SUPPLY, TREATMENT, & STORAGE	2213869	04/11/24	26,041.20	35277
601-49400-50300	03/28/24	STANTEC CONSULTING SERVICES	NE CORCORAN TRUNK INFRASTRUCTURE	2213615	04/11/24	8,366.35	35277
601-49400-50303	03/28/24	STANTEC CONSULTING SERVICES	NE CORCORAN WATER TOWER	2213609	04/11/24	1,051.40	35277
601-49400-50303	03/28/24	STANTEC CONSULTING SERVICES	NEW CONSTRUCTION INSPECTION	2213601	04/11/24	951.68	35277
601-49400-50303	03/28/24	STANTEC CONSULTING SERVICES	WATER UTILITY	2213600	04/11/24	1,200.00	35277
601-49400-50303	03/28/24	STANTEC CONSULTING SERVICES	STATE BOND FUND ASSISTANCE	2213588	04/11/24	158.00	35277
602-49450-50303	03/28/24	STANTEC CONSULTING SERVICES	NEW CONSTRUCTION INSPECTION	2213601	04/11/24	951.67	35277
			Total For Check 35277			<u>99,212.87</u>	
Check 35278							
100-42100-50300	03/17/24	STAR TRIBUNE	PD SUBSCRIPTION 04/05/24-07/05/24	03172024	04/11/24	64.77	35278
			Total For Check 35278			<u>64.77</u>	
Check 35279							
416-43100-50580	01/23/24	STEPP MFG	SPHD 3.0	063909	04/11/24	47,578.75	35279

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Check 35279							
Total For Check 35279						47,578.75	
Check 35280							
100-42100-50417	03/28/24	STREICHER'S POLICE EQUIPMENT	HOLSTER	I1690814	04/11/24	194.99	35280
Total For Check 35280						194.99	
Check 35281							
100-43100-50321	03/21/24	T-MOBILE	CELL SERVICE 02/21/24-03/20/2024	03.21.2024	04/11/24	338.45	35281
Total For Check 35281						338.45	
Check 35282							
100-00000-21707	04/01/24	TEAMSTER LOCAL 320	UNION DUES/TLDF APRIL 2024	04-2024	04/11/24	400.68	35282
Total For Check 35282						400.68	
Check 35283							
416-42100-50550	03/28/24	TENVOORDE FORD, INC	2024 POLICE INTERCEPTOR SQUAD ###	INV24182	04/11/24	48,689.88	35283
Total For Check 35283						48,689.88	
Check 35284							
100-43100-50220	03/25/24	TERMINAL SUPPLY CO	VORTEX DRILL 8 PIECE SET	24833-01	04/11/24	399.00	35284
100-45200-50210	03/22/24	TERMINAL SUPPLY CO	ROLOC BRISTLE DISC KIT	24833-00	04/11/24	149.00	35284
Total For Check 35284						548.00	
Check 35285							
100-41900-50401	04/01/24	ULTIMATE CLEANERS LLC	CITY HALL & PD CLEANING	24040100	04/11/24	840.00	35285
Total For Check 35285						840.00	
Check 35286							
100-41400-50207	03/19/24	CREDIT CARD PURCHASES	CLERK'S CONFERENCE LODGING - FRIED	645995	04/11/24	368.28	35286
100-41900-50300	10/20/23	CREDIT CARD PURCHASES	99DESIGNS.COM - CITY LOGO DESIGN	102023	04/11/24	299.00	35286
100-41900-50308	09/04/23	CREDIT CARD PURCHASES	ADOBE PRO SUBSCRIPTION	11843	04/11/24	257.93	35286
100-41910-50207	03/25/24	CREDIT CARD PURCHASES	PASSPORT TRAINING COURSE	03252024	04/11/24	183.45	35286
100-41910-50207	03/25/24	CREDIT CARD PURCHASES	AICP EXAM STUDY MANUAL	459266	04/11/24	15.00	35286
100-41910-50433	03/29/24	CREDIT CARD PURCHASES	AMERICAN PLANNING ASSOCIATION MEMB	03292024	04/11/24	513.00	35286
100-41920-50210	03/26/24	CREDIT CARD PURCHASES	APPLE BUSINESS ESENTIALS	138780886182	04/11/24	41.86	35286
100-42100-50207	03/22/24	CREDIT CARD PURCHASES	IAPE TRAINING - SPELLACY	214850	04/11/24	395.00	35286
100-42100-50207	03/13/24	CREDIT CARD PURCHASES	TRAINING MEAL	110	04/11/24	122.08	35286
100-42100-50207	03/12/24	CREDIT CARD PURCHASES	TRAINING MEAL	090044	04/11/24	71.88	35286
100-42100-50207	03/22/24	CREDIT CARD PURCHASES	NREMT TRAINING	971140	04/11/24	25.00	35286
100-42100-50207	03/22/24	CREDIT CARD PURCHASES	EMT RECERTIFICATION - LAWSON	95437	04/11/24	25.00	35286
100-42100-50207	03/09/24	CREDIT CARD PURCHASES	DAY ON THE HILL EVENT PARKING	1020	04/11/24	8.00	35286
100-42100-50220	03/27/24	CREDIT CARD PURCHASES	AUTO PARTS - CENTER CAP	2710-50469	04/11/24	132.82	35286
416-42100-50550	03/12/24	CREDIT CARD PURCHASES	SQUAD 578 BUILDUP - GUN LOCKER	104587231	04/11/24	553.49	35286
Total For Check 35286						3,011.79	
Check 35287							
100-41900-50321	03/26/24	VERIZON WIRELESS	PD/CH CELL PHONE SERVICE	9960137655	04/11/24	210.97	35287
100-42100-50321	03/26/24	VERIZON WIRELESS	PD/CH CELL PHONE SERVICE	9960137655	04/11/24	517.88	35287
100-42100-50323	03/26/24	VERIZON WIRELESS	PD/CH CELL PHONE SERVICE	9960137655	04/11/24	480.12	35287
Total For Check 35287						1,208.97	
Check 35288							
100-42200-50300	03/25/24	WEST SUBURBAN FIRE DISTRICT	2ND QUARTER 2024 FIRE PROTECTION	2-2379	04/11/24	52,040.06	35288
Total For Check 35288						52,040.06	

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Check 35289 100-43100-50381	03/26/24	XCEL ENERGY	PW BUILDING ELECTRICITY	870567087	04/11/24	1,172.03	35289
			Total For Check 35289			<u>1,172.03</u>	
Check 35290 100-42400-50207	03/27/24	SHAWNA ZUTHER	MILEAGE REIMBURSEMENT	03272024	04/11/24	69.68	35290
			Total For Check 35290			<u>69.68</u>	

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Fund Totals:						
			Fund 100 GENERAL FUND			315,685.51
			Fund 209 OUTDOOR WARNING POINT			100.00
			Fund 408 PAVEMENT MANAGEMENT			2,589.40
			Fund 411 PUBLIC WORKS FACILITY			10,216.82
			Fund 416 CAPITAL-EQUIPMENT CERTS			100,601.54
			Fund 419 HACKAMORE UPGRADE (LENNAR)			43.50
			Fund 601 WATER			739,921.63
			Fund 602 SEWER			61,493.75
			Total For All Funds:			<u>1,230,652.15</u>

RESOLUTION NO. 2024-32

Motion By:
Seconded By:

A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING AUTHORITY

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2023-2024 biennium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CORCORAN, that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

LET IT ALSO BE RESOLVED that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota. with the County.

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. 2024-32

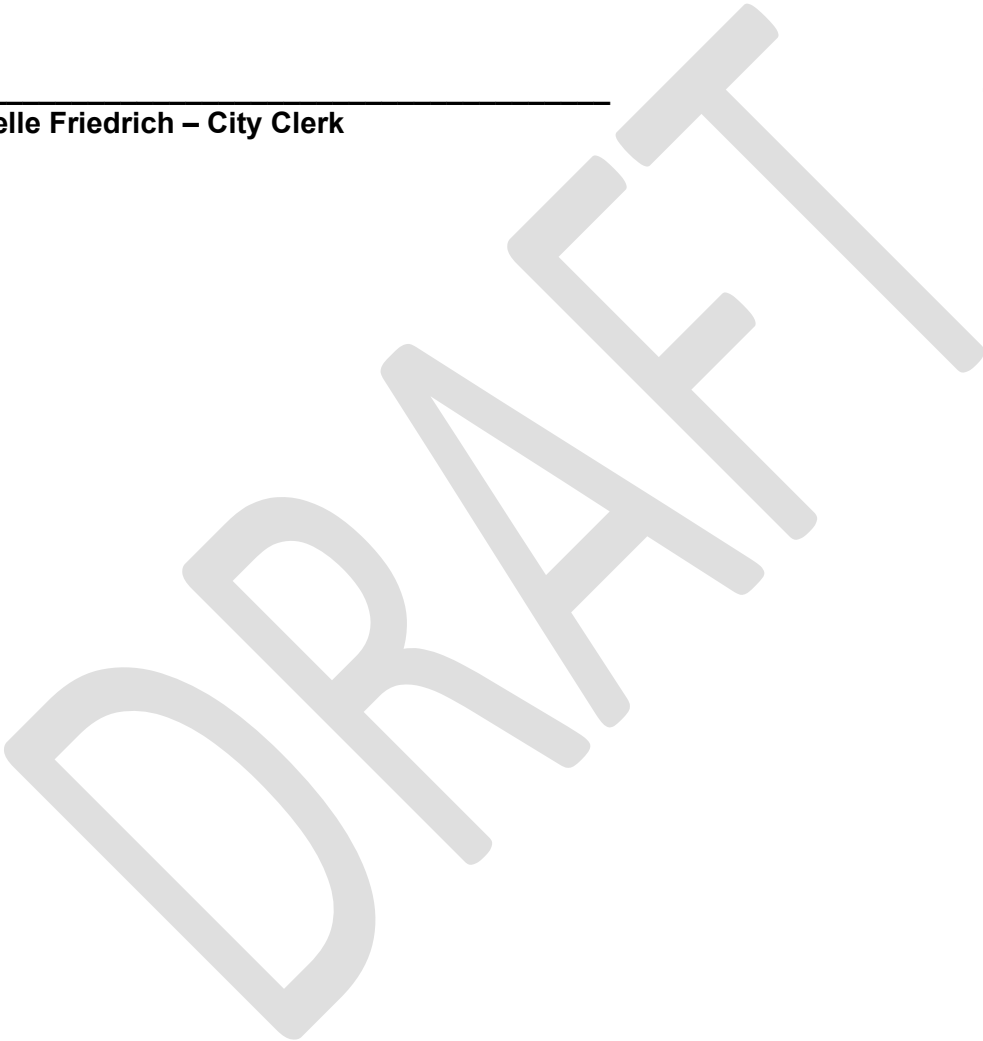
Whereupon, said Resolution is hereby declared adopted on this 11th day of April, 2024.

Tom McKee – Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal





Memo

To: Kevin Mattson, PE, PW Director From: Ash Hammerbeck, PE
Steve Hegland, PE
Project/File: 227704426 Date: March 28,2024
Subject: Corcoran WTP - Pay Application #11

Council Action Requested

Staff is recommending Council approve Pay Application #11 for the Corcoran Water Treatment Plant Project to Rice Lake Construction Group in the amount of \$479,750.00.

Summary

Rice Lake continued work on the project including surveying, building earthwork, structural testing, main level walls, upper level concrete decks, topping slabs, underground water main, water main valves and hydrants, sanitary sewer and obtaining the necessary utilities and materials. This pay request is for the work performed through 3/31/2024.

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

Total Contract Value to Date	\$ 16,788,869.86
Work Completed to Date	\$ 6,936,352.64
5% Retainage	\$ 346,817.63
Amount Paid to Date	\$ 6,109,785.01
Total Pay App #11	\$ 479,750.00

Engineer's Recommendation

We have reviewed the request and recommend approving Pay Application #11 to Rice Lake Construction Group in the amount of \$479,750.00 for the work completed and materials stored to date.

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 11
 APPLICATION DATE: 03/28/24
 PERIOD TO: 03/31/24
 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)
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	\$130,000.00	\$10,000.00		\$140,000.00	63.64%	\$80,000.00	
6	Layout/Surveying	\$15,000.00	\$9,500.00	\$1,000.00		\$10,500.00	70.00%	\$4,500.00	
7	Testing	\$25,000.00	\$16,000.00	\$2,000.00		\$18,000.00	72.00%	\$7,000.00	
8	Temporary Facilities	\$20,000.00	\$12,000.00	\$2,000.00		\$14,000.00	70.00%	\$6,000.00	
9	Winter Conditions	\$50,000.00	\$40,000.00	\$5,000.00		\$45,000.00	90.00%	\$5,000.00	
10	Safety	\$10,000.00	\$4,500.00	\$500.00		\$5,000.00	50.00%	\$5,000.00	
11	Weekly Cleanup (Labor)	\$10,000.00	\$4,500.00	\$500.00		\$5,000.00	50.00%	\$5,000.00	
12	Weekly Cleanup (Material)	\$10,000.00	\$4,500.00	\$500.00		\$5,000.00	50.00%	\$5,000.00	
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	\$400,000.00	\$25,000.00		\$425,000.00	94.44%	\$25,000.00	
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	\$19,000.00	\$3,000.00		\$22,000.00	88.00%	\$3,000.00	
22	Concrete: General Conditions (L)	\$100,000.00	\$85,000.00	\$5,000.00		\$90,000.00	90.00%	\$10,000.00	
23	Concrete: General Conditions (M)	\$100,000.00	\$85,000.00	\$5,000.00		\$90,000.00	90.00%	\$10,000.00	
24	Footings (L)	\$15,000.00						\$15,000.00	
25	Footings (M)	\$25,000.00						\$25,000.00	
26	Waterstop (L)	\$20,000.00	\$18,500.00	\$1,500.00		\$20,000.00	100.00%		
27	Waterstop (M)	\$20,000.00	\$20,000.00			\$20,000.00	100.00%		
28	Detention Tank Walls (L)	\$80,000.00	\$80,000.00			\$80,000.00	100.00%		
29	Detention Tank Walls (M)	\$80,000.00	\$80,000.00			\$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: 11

Contractor's signed certification is attached.

APPLICATION DATE: 03/28/24

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

PERIOD TO: 03/31/24

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	\$90,000.00			\$90,000.00	100.00%		
39	Main Level Base Slab (M)	\$90,000.00	\$90,000.00			\$90,000.00	100.00%		
40	Main Level Walls (L)	\$80,000.00	\$20,000.00	\$30,000.00		\$50,000.00	62.50%	\$30,000.00	
41	Main Level Walls (M)	\$80,000.00	\$40,000.00	\$20,000.00		\$60,000.00	75.00%	\$20,000.00	
42	Upper Level Concrete Decks (L)	\$130,000.00	\$20,000.00	\$20,000.00		\$40,000.00	30.77%	\$90,000.00	
43	Upper Level Concrete Decks (M)	\$130,000.00	\$40,000.00	\$20,000.00		\$60,000.00	46.15%	\$70,000.00	
44	Topping Slabs (L)	\$40,000.00	\$5,000.00	\$5,000.00		\$10,000.00	25.00%	\$30,000.00	
45	Topping Slabs (M)	\$40,000.00	\$10,000.00	\$5,000.00		\$15,000.00	37.50%	\$25,000.00	
46	Sidewalks (L & M)	\$10,000.00						\$10,000.00	
47	Misc. Walls (L)	\$5,000.00						\$5,000.00	
48	Misc. Walls (M)	\$5,000.00						\$5,000.00	
49	Building Reinforcing Steel (L)	\$60,000.00	\$60,000.00			\$60,000.00	100.00%		
50	Building Reinforcing Steel (M)	\$60,000.00	\$60,000.00			\$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	\$7,000.00	\$3,000.00		\$10,000.00	25.00%	\$30,000.00	
54	Misc. Concrete (L & M)	\$5,000.00						\$5,000.00	
55	Water Cure (L & M)	\$5,000.00	\$4,000.00	\$500.00		\$4,500.00	90.00%	\$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	\$80,000.00			\$80,000.00	100.00%		
61	Clearwell Deck (M)	\$80,000.00	\$80,000.00			\$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

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 PERIOD TO: 03/31/24
 ENGINEER'S PROJECT NO: 173420014

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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	\$5,500.00	\$1,000.00		\$6,500.00	43.33%	\$8,500.00	
83	Metals: General Conditions (M)	\$175,000.00	\$77,500.00	\$25,000.00		\$102,500.00	58.57%	\$72,500.00	
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	\$95,000.00	\$15,000.00		\$110,000.00	88.00%	\$15,000.00	
102	Fluid Applied Waterproofing (L & M)	\$45,000.00						\$45,000.00	
103	Clearwell Insulation (L & M)	\$35,000.00	\$35,000.00			\$35,000.00	100.00%		
104	Backwash Tank Insulation (L & M)	\$35,000.00	\$35,000.00			\$35,000.00	100.00%		
105	Building Perimeter Insulation (L & M)	\$35,000.00	\$15,000.00			\$15,000.00	42.86%	\$20,000.00	
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

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 APPLICATION DATE: 03/28/24
 PERIOD TO: 03/31/24
 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	\$120,000.00	\$115,000.00		\$235,000.00	67.14%	\$115,000.00	
135	Water Main Valves and Hydrant (L & M)	\$35,000.00	\$15,000.00	\$20,000.00		\$35,000.00	100.00%		
136	Storm Sewer (L&M)	\$125,000.00						\$125,000.00	
137	Sanitary Sewer (L & M)	\$350,000.00	\$300,000.00	\$50,000.00		\$350,000.00	100.00%		
138	Irrigation (L&M)	\$25,000.00						\$25,000.00	
139	Dewatering (L&M)	\$50,000.00	\$35,000.00	\$15,000.00		\$50,000.00	100.00%		
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

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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

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APPLICATION NO: 11
 APPLICATION DATE: 03/28/24
 PERIOD TO: 03/31/24
 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)
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	\$14,000.00	\$2,000.00		\$16,000.00	32.00%	\$34,000.00	
205	Metallic Process Pipe/Fittings (L)	\$850,000.00	\$75,000.00	\$15,000.00		\$90,000.00	10.59%	\$760,000.00	
206	Metallic Process Pipe/Fittings (M)	\$2,375,000.00	\$1,250,000.00	\$55,000.00		\$1,305,000.00	54.95%	\$1,070,000.00	
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	\$40,000.00	\$12,500.00		\$52,500.00	61.76%	\$32,500.00	
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	\$6,000.00			\$6,000.00	10.91%	\$49,000.00	
220	Sanitary Above Ground (M)	\$55,000.00	\$12,000.00			\$12,000.00	21.82%	\$43,000.00	
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	\$35,000.00			\$35,000.00	100.00%		

CONTINUATION SHEET

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APPLICATION NO: 11
 APPLICATION DATE: 03/28/24
 PERIOD TO: 03/31/24
 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)
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	\$1,500.00			\$1,500.00	60.00%	\$1,000.00	
226	Clean-Outs (M)	\$2,500.00	\$2,500.00			\$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	\$15,000.00			\$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	Rooftop Units (L)	\$5,000.00						\$5,000.00	
254	Rooftop Units (M)	\$25,000.00						\$25,000.00	
255	Unit Heaters (L)	\$5,000.00						\$5,000.00	
256	Unit Heaters (M)	\$25,000.00						\$25,000.00	
257	Unit Heaters Startup	\$250.00						\$250.00	
258	Unit Heaters O & M Manuals	\$250.00						\$250.00	
259	Dehumidifier (L)	\$50.00						\$50.00	

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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)
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	\$49,000.00	\$2,000.00		\$51,000.00	17.00%	\$249,000.00	
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	\$20,000.00			\$20,000.00	50.00%	\$20,000.00	
278	Branch/Feeder Circuits (M)	\$25,000.00	\$12,500.00			\$12,500.00	50.00%	\$12,500.00	
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	\$60,669.86		\$13,000.00		\$13,000.00	21.43%	\$47,669.86	

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	ENGINEER'S PROJECT NO: 173420014

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GRAND TOTALS		\$16,788,869.86	\$6,431,352.64	\$505,000.00	\$0.00	\$6,936,352.64		\$9,852,517.22	

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

Reference: Bid Results – Stieg Road Improvements

If the project is awarded, City staff will work the Amberly/Bellwether developer to obtain the cash commitment for the project and reduce the financial surety for the work. We recommend the award of the bid be contingent on this financial commitment to the project and finalizing easement acquisitions.

Material Testing Results

With the construction project, we solicited proposals from three local companies to provide material testing services. The three proposals received are summarized below.

	<i>Contractor</i>	<i>Total Bid</i>
Low	Haugo Geotechnical Services	\$12,873.00
#2	American Engineering Testing	\$16,396.40
#3	Braun Intertec	\$25,523.00

In reviewing the material testing proposals Haugo Geotechnical Services provided the lowest quote to perform material testing on the project. These services would include testing on the placement of soils as well as testing of the aggregate base, bituminous pavement and concrete to construct the roadway. The price provided is an estimate for the work and the contract is paid by the actual work performed. Based on pricing received, we would recommend awarding Haugo Geotechnical Services the material testing contractor for the Stieg Road Improvement project.

Construction Administration services

With the authorization of work, we would request that the authorization of work includes the Engineering Construction Services for surveying, construction oversight, and contract administration on the project at an estimated cost of \$120,000. The design, surveying, permitting, coordination of small utility relocation, and bidding assistance to date to date for the design components are approximately \$188,000.

Funding

Funding is through developer escrow which with the award being contingent on the transfer from a surety to cash for the project.



Project Name: Stieg Road Improvements

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

City Project No.: _____

Stantec Project No.: 227704864

Bid Opening: Thursday, March 14, 2024 at 1:00 PM CDT

Owner: Corcoran, Minnesota

Nick Wyers, P.E.
License No. 57846

Bidder No. 1

Bidder No. 2

Bidder No. 3

Bidder No. 4

BID TABULATION

Fehn Companies, Inc.

S.R.Weidema Inc.

Veit & Company, Inc.

Valley Paving, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:											
1	MOBILIZATION	LUMP SUM	1	\$47,685.00	\$47,685.00	\$7,500.00	\$7,500.00	\$74,035.00	\$74,035.00	\$89,000.00	\$89,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$4,794.00	\$4,794.00	\$4,700.00	\$4,700.00	\$5,290.00	\$5,290.00	\$5,000.00	\$5,000.00
3	CLEARING & GRUBBING	TREE	21	\$715.00	\$15,015.00	\$550.00	\$11,550.00	\$557.00	\$11,697.00	\$260.00	\$5,460.00
4	CLEARING & GRUBBING	ACRE	0.15	\$15,582.00	\$2,337.30	\$52,535.00	\$7,880.25	\$33,771.00	\$5,065.65	\$26,000.00	\$3,900.00
5	SALVAGE AND REINSTALL TRAFFIC SIGN	EACH	8	\$255.00	\$2,040.00	\$250.00	\$2,000.00	\$281.40	\$2,251.20	\$260.00	\$2,080.00
6	REMOVE TRAFFIC SIGN AND POST	EACH	2	\$40.80	\$81.60	\$40.00	\$80.00	\$45.05	\$90.10	\$42.00	\$84.00
7	REMOVE STORM SEWER PIPE	LIN FT	252	\$4.55	\$1,146.60	\$17.50	\$4,410.00	\$16.00	\$4,032.00	\$5.00	\$1,260.00
8	REMOVE 4" DRAINTILE	LIN FT	548	\$3.50	\$1,918.00	\$2.00	\$1,096.00	\$4.25	\$2,329.00	\$4.00	\$2,192.00
9	REMOVE PIPE APRON	EACH	10	\$137.70	\$1,377.00	\$85.00	\$850.00	\$197.00	\$1,970.00	\$140.00	\$1,400.00
10	REMOVE CURB AND GUTTER	LIN FT	10	\$5.80	\$58.00	\$11.50	\$115.00	\$14.75	\$147.50	\$23.00	\$230.00
11	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	40	\$6.95	\$278.00	\$8.00	\$320.00	\$6.20	\$248.00	\$20.00	\$800.00
12	REMOVE CONCRETE PAVEMENT	SQ YD	10	\$12.00	\$120.00	\$10.50	\$105.00	\$14.10	\$141.00	\$35.00	\$350.00
13	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	40	\$6.20	\$248.00	\$5.00	\$200.00	\$6.75	\$270.00	\$7.00	\$280.00
14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	110	\$3.10	\$341.00	\$7.00	\$770.00	\$4.20	\$462.00	\$9.00	\$990.00
15	REMOVE BITUMINOUS TRAIL PAVEMENT	SQ YD	100	\$3.40	\$340.00	\$6.75	\$675.00	\$4.20	\$420.00	\$9.00	\$900.00
16	REMOVE BITUMINOUS PAVEMENT	SQ YD	1190	\$1.75	\$2,082.50	\$4.50	\$5,355.00	\$3.75	\$4,462.50	\$4.50	\$5,355.00
17	EDGE MILL BITUMINOUS PAVEMENT	SQ YD	50.00	\$25.50	\$1,275.00	\$26.00	\$1,300.00	\$28.15	\$1,407.50	\$12.00	\$600.00
18	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	150	\$2.00	\$300.00	\$4.00	\$600.00	\$2.20	\$330.00	\$2.50	\$375.00
19	REMOVE PAVEMENT MARKINGS	LUMP SUM	1	\$3,060.00	\$3,060.00	\$3,000.00	\$3,000.00	\$3,378.00	\$3,378.00	\$3,100.00	\$3,100.00
20	4" SCHEDULE 80 CONDUIT CROSSING	LIN FT	560	\$11.20	\$6,272.00	\$8.50	\$4,760.00	\$16.95	\$9,492.00	\$11.50	\$6,440.00
21	RELOCATE PRIVATE IRRIGATION SYSTEM	EACH	1	\$3,595.00	\$3,595.00	\$1,880.00	\$1,880.00	\$562.85	\$562.85	\$2,700.00	\$2,700.00
22	TEMPORARY MAILBOXES	LUMP SUM	1	\$1,233.00	\$1,233.00	\$1,200.00	\$1,200.00	\$980.00	\$980.00	\$1,250.00	\$1,250.00
23	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	25	\$165.00	\$4,125.00	\$180.00	\$4,500.00	\$202.63	\$5,065.75	\$185.00	\$4,625.00
24	WATER FOR DUST CONTROL	MGAL	50	\$76.00	\$3,800.00	\$155.00	\$7,750.00	\$58.50	\$2,925.00	\$55.00	\$2,750.00
25	SALVAGE AND REINSTALL MAILBOXES	EACH	12	\$231.00	\$2,772.00	\$225.00	\$2,700.00	\$166.70	\$2,000.40	\$234.00	\$2,808.00
26	SALVAGE AND RELOCATE FENCE	LIN FT	324	\$31.00	\$10,044.00	\$30.00	\$9,720.00	\$34.35	\$11,129.40	\$32.00	\$10,368.00
27	SALVAGE AND RELOCATE HYDRANT AND VALVE	EACH	1	\$5,100.00	\$5,100.00	\$4,600.00	\$4,600.00	\$4,846.00	\$4,846.00	\$5,200.00	\$5,200.00
28	GEOTEXTILE FABRIC, TYPE 5 NON-WOVEN	SQ YD	16700	\$2.75	\$45,925.00	\$1.90	\$31,730.00	\$1.65	\$27,555.00	\$1.70	\$28,390.00
29	COMMON EXCAVATION - OFFSITE (EV)	CU YD	12500	\$16.20	\$202,500.00	\$15.90	\$198,750.00	\$15.00	\$187,500.00	\$21.00	\$262,500.00
30	COMMON EXCAVATION - ONSITE (EV)	CU YD	19110	\$3.75	\$71,662.50	\$4.80	\$91,728.00	\$3.45	\$65,929.50	\$7.50	\$143,325.00
31	COMMON BORROW (EV)	CU YD	200	\$29.55	\$5,910.00	\$27.60	\$5,520.00	\$16.90	\$3,380.00	\$27.00	\$5,400.00
32	SELECT GRANULAR BORROW, 5% MODIFIED	TON	7600	\$11.10	\$84,360.00	\$19.00	\$144,400.00	\$7.60	\$57,760.00	\$12.90	\$98,040.00
33	AGGREGATE BASE CLASS 5 100% CRUSHED	TON	12660	\$20.20	\$255,732.00	\$18.25	\$231,045.00	\$23.40	\$296,244.00	\$20.00	\$253,200.00
34	SHOULDER BASE AGGREGATE CLASS 2, 100% CRUSHED	TON	96	\$37.20	\$3,571.20	\$34.25	\$3,288.00	\$64.20	\$6,163.20	\$64.00	\$6,144.00
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	802	\$3.95	\$3,167.90	\$4.00	\$3,208.00	\$4.30	\$3,448.60	\$2.00	\$1,604.00
36	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	1930	\$91.65	\$176,884.50	\$91.00	\$175,630.00	\$101.10	\$195,123.00	\$95.70	\$184,701.00
37	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	3850	\$82.70	\$318,395.00	\$83.40	\$321,090.00	\$91.25	\$351,312.50	\$90.60	\$348,810.00
38	TYPE SP 9.5 WEARING COURSE MIX (2,B) - DRIVEWAY	TON	30	\$169.00	\$5,070.00	\$250.00	\$7,500.00	\$186.55	\$5,596.50	\$168.00	\$5,040.00
39	TYPE SP 9.5 WEARING COURSE MIX (2,B) - TRAIL	TON	420	\$107.00	\$44,940.00	\$157.15	\$66,003.00	\$118.10	\$49,602.00	\$101.50	\$42,630.00
40	4" PERFORATED PVC SCH 40 DRAINTILE PIPE	LIN FT	3810	\$14.30	\$54,483.00	\$15.00	\$57,150.00	\$18.40	\$70,104.00	\$14.50	\$55,245.00
41	4" PVC DRAINTILE CLEANOUT W/ THREADED CAP	EACH	13	\$255.00	\$3,315.00	\$160.00	\$2,080.00	\$323.50	\$4,205.50	\$260.00	\$3,380.00
42	6" PERFORATED PVC SCH 40 DRAINTILE PIPE	LIN FT	75	\$23.50	\$1,762.50	\$28.00	\$2,100.00	\$10.80	\$810.00	\$24.00	\$1,800.00
43	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	140	\$73.50	\$10,290.00	\$87.00	\$12,180.00	\$85.40	\$11,956.00	\$79.00	\$11,060.00
44	CONCRETE CURB & GUTTER - DESIGN B418	LIN FT	5220	\$17.35	\$90,567.00	\$19.00	\$99,180.00	\$19.75	\$103,095.00	\$18.25	\$95,265.00
45	6" CONCRETE WALK	SQ FT	940	\$9.20	\$8,648.00	\$7.50	\$7,050.00	\$6.80	\$6,392.00	\$6.30	\$5,922.00
46	CONCRETE ADA PEDESTRIAN CURB RAMP	EACH	4	\$1,020.00	\$4,080.00	\$657.00	\$2,628.00	\$739.10	\$2,956.40	\$700.00	\$2,800.00
47	TRUNCATED DOMES	SQ FT	78	\$51.00	\$3,978.00	\$57.60	\$4,492.80	\$64.80	\$5,054.40	\$60.00	\$4,680.00

Bidder No. 1

Bidder No. 2

Bidder No. 3

Bidder No. 4

BID TABULATION

Fehn Companies, Inc.

S.R.Weidema Inc.

Veit & Company, Inc.

Valley Paving, Inc.

Item Num	Item	Units	Qty	Fehn Companies, Inc.		S.R.Weidema Inc.		Veit & Company, Inc.		Valley Paving, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
48	SIGN PANELS - STREET NAME	EACH	8	\$331.50	\$2,652.00	\$325.00	\$2,600.00	\$365.85	\$2,926.80	\$338.00	\$2,704.00
49	INSTALL SIGN TYPE C AND POST	EACH	17	\$122.40	\$2,080.80	\$120.00	\$2,040.00	\$135.10	\$2,296.70	\$125.00	\$2,125.00
50	SIGN PANELS TYPE C	SQ FT	120	\$38.80	\$4,656.00	\$38.00	\$4,560.00	\$42.75	\$5,130.00	\$40.00	\$4,800.00
51	STABILIZED CONSTRUCTION EXIT - MAINTAINED	EACH	5	\$1,491.00	\$7,455.00	\$2,300.00	\$11,500.00	\$241.50	\$1,207.50	\$1,350.00	\$6,750.00
52	STORM DRAIN INLET PROTECTION - MAINTAINED	EACH	23	\$306.00	\$7,038.00	\$400.00	\$9,200.00	\$245.15	\$5,638.45	\$140.00	\$3,220.00
53	CULVERT END PROTECTION - MAINTAINED	EACH	9	\$76.50	\$688.50	\$145.00	\$1,305.00	\$140.85	\$1,267.65	\$120.00	\$1,080.00
54	SALVAGE AND RESPREAD TOPSOIL	SQ YD	13310	\$1.90	\$25,289.00	\$2.10	\$27,951.00	\$1.00	\$13,310.00	\$2.15	\$28,616.50
55	FERTILIZER TYPE 2	LB	280	\$1.10	\$308.00	\$2.25	\$630.00	\$2.55	\$714.00	\$2.40	\$672.00
56	HYDROMULCH	SQ YD	6420	\$1.10	\$7,062.00	\$0.95	\$6,099.00	\$1.10	\$7,062.00	\$1.00	\$6,420.00
57	SEED MIXTURE 25-151	LB	140	\$3.75	\$525.00	\$4.80	\$672.00	\$5.50	\$770.00	\$6.00	\$840.00
58	SEED MIXTURE 25-131	LB	60	\$4.10	\$246.00	\$5.75	\$345.00	\$6.60	\$396.00	\$7.00	\$420.00
59	EROSION CONTROL BLANKET - CATERGORY 25	SQ YD	120	\$1.65	\$198.00	\$3.25	\$390.00	\$3.75	\$450.00	\$4.00	\$480.00
60	SILT FENCE, TYPE MS - MAINTAINED	LIN FT	7300	\$2.60	\$18,980.00	\$1.95	\$14,235.00	\$2.25	\$16,425.00	\$2.05	\$14,965.00
61	SEDIMENT CONTROL LOG - MAINTAINED	LIN FT	1000	\$2.85	\$2,850.00	\$2.45	\$2,450.00	\$2.80	\$2,800.00	\$2.60	\$2,600.00
62	CONNECT TO EXISTING STORM SEWER	EACH	2	\$745.00	\$1,490.00	\$1,200.00	\$2,400.00	\$1,034.00	\$2,068.00	\$760.00	\$1,520.00
63	12" PP PIPE STORM	LIN FT	64	\$40.80	\$2,611.20	\$32.00	\$2,048.00	\$46.00	\$2,944.00	\$42.00	\$2,688.00
64	12" METAL FLARED END SECTION	EACH	4	\$408.00	\$1,632.00	\$210.00	\$840.00	\$954.00	\$3,816.00	\$420.00	\$1,680.00
65	12" RC FLARED END SECTION W/TRASHGUARD	EACH	3	\$1,632.00	\$4,896.00	\$2,050.00	\$6,150.00	\$2,305.00	\$6,915.00	\$1,700.00	\$5,100.00
66	15" RC FLARED END SECTION W/TRASHGUARD	EACH	2	\$1,836.00	\$3,672.00	\$2,300.00	\$4,600.00	\$2,508.00	\$5,016.00	\$1,900.00	\$3,800.00
67	18" RC FLARED END SECTION W/TRASHGUARD	EACH	2	\$1,938.00	\$3,876.00	\$2,700.00	\$5,400.00	\$2,676.00	\$5,352.00	\$2,000.00	\$4,000.00
68	12" RC STORM PIPE	LIN FT	523	\$53.00	\$27,719.00	\$70.00	\$36,610.00	\$65.00	\$33,995.00	\$54.00	\$28,242.00
69	15" RC STORM PIPE	LIN FT	740	\$59.20	\$43,808.00	\$75.00	\$55,500.00	\$71.00	\$52,540.00	\$60.00	\$44,400.00
70	18" RC STORM PIPE	LIN FT	427	\$63.30	\$27,029.10	\$90.00	\$38,430.00	\$76.00	\$32,452.00	\$65.00	\$27,755.00
71	21" RC STORM PIPE	LIN FT	143	\$73.50	\$10,510.50	\$110.00	\$15,730.00	\$85.00	\$12,155.00	\$75.00	\$10,725.00
72	36" RC STORM PIPE	LIN FT	13	\$194.00	\$2,522.00	\$250.00	\$3,250.00	\$196.00	\$2,548.00	\$198.00	\$2,574.00
73	INSTALL PRECAST STORM STRUCTURE (SUPPLIED BY OW	EACH	6	\$1,734.00	\$10,404.00	\$2,500.00	\$15,000.00	\$2,549.00	\$15,294.00	\$1,750.00	\$10,500.00
74	CONSTRUCT 4' DIAMETER PRECAST STORM STRUCTURE	EACH	5	\$4,182.00	\$20,910.00	\$5,425.00	\$27,125.00	\$4,783.00	\$23,915.00	\$4,250.00	\$21,250.00
75	CONSTRUCT 9' DIAMETER PRECAST STORM STRUCTURE	EACH	1	\$20,400.00	\$20,400.00	\$26,950.00	\$26,950.00	\$21,306.00	\$21,306.00	\$21,000.00	\$21,000.00
76	CONSTRUCT 2' x 3' CATCH BASIN	EACH	5	\$3,264.00	\$16,320.00	\$3,445.00	\$17,225.00	\$3,021.00	\$15,105.00	\$3,300.00	\$16,500.00
77	6" PRECAST CONCRETE HEADWALL	EACH	1	\$714.00	\$714.00	\$750.00	\$750.00	\$574.00	\$574.00	\$730.00	\$730.00
78	RANDOM CLASS 3 GRANITE RIP RAP	TON	12	\$110.00	\$1,320.00	\$120.00	\$1,440.00	\$181.00	\$2,172.00	\$113.00	\$1,356.00
79	CONNECT TO EXISTING WATERMAIN	EACH	2	\$2,346.00	\$4,692.00	\$1,800.00	\$3,600.00	\$1,975.00	\$3,950.00	\$2,400.00	\$4,800.00
80	8" PVC C-900 DR-18 WATERMAIN	LIN FT	94	\$60.20	\$5,658.80	\$65.00	\$6,110.00	\$69.00	\$6,486.00	\$62.00	\$5,828.00
81	12" PVC C-900 DR-18 WATERMAIN	LIN FT	1358	\$80.60	\$109,454.80	\$75.00	\$101,850.00	\$81.00	\$109,998.00	\$81.50	\$110,677.00
82	6" DIP CL 52 WATERMAIN	LIN FT	3	\$78.60	\$235.80	\$60.00	\$180.00	\$67.00	\$201.00	\$80.00	\$240.00
83	12" BUTTERFLY VALVE AND BOX	EACH	1	\$6,120.00	\$6,120.00	\$4,300.00	\$4,300.00	\$4,279.00	\$4,279.00	\$6,800.00	\$6,800.00
84	HYDRANT AND GATE VALVE	EACH	1	\$9,384.00	\$9,384.00	\$8,350.00	\$8,350.00	\$10,304.00	\$10,304.00	\$9,600.00	\$9,600.00
85	12" PLUG WITH BLOWOFF VALVE	EACH	1	\$878.00	\$878.00	\$1,100.00	\$1,100.00	\$1,556.00	\$1,556.00	\$900.00	\$900.00
86	DUCTILE IRON FITTINGS	LB	1047	\$13.30	\$13,925.10	\$16.50	\$17,275.50	\$15.00	\$15,705.00	\$13.50	\$14,134.50
87	4" SOLID LINE (WHITE) MULTI-COMPONENT	LIN FT	1260	\$0.75	\$945.00	\$0.61	\$768.60	\$0.70	\$882.00	\$0.65	\$819.00
88	4" SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	2640	\$0.75	\$1,980.00	\$0.61	\$1,610.40	\$0.70	\$1,848.00	\$0.65	\$1,716.00
89	4" BROKEN LINE (YELLOW) MULTI-COMPONENT	LIN FT	530	\$0.75	\$397.50	\$0.61	\$323.30	\$0.70	\$371.00	\$0.65	\$344.50
90	4" DOTTED LINE (WHITE) MULTI-COMPONENT	LIN FT	160	\$0.75	\$120.00	\$0.61	\$97.60	\$0.70	\$112.00	\$0.65	\$104.00
91	4" DOUBLE SOLID LINE (YELLOW) MULTI-COMPONENT C	LIN FT	1540	\$2.50	\$3,850.00	\$2.05	\$3,157.00	\$3.30	\$5,082.00	\$2.10	\$3,234.00
92	4" DOUBLE SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	2970	\$1.50	\$4,455.00	\$1.25	\$3,712.50	\$1.35	\$4,009.50	\$1.30	\$3,861.00
93	6" SOLID LINE (WHITE) MULTI-COMPONENT GROUND IN	LIN FT	2550	\$1.40	\$3,570.00	\$1.15	\$2,932.50	\$1.25	\$3,187.50	\$1.20	\$3,060.00
94	6" SOLID LINE (WHITE) MULTI-COMPONENT	LIN FT	6920	\$0.90	\$6,228.00	\$0.71	\$4,913.20	\$0.88	\$5,536.00	\$0.75	\$5,190.00
95	6" DOTTED LINE (WHITE) MULTI-COMPONENT GROUND	LIN FT	41	\$1.40	\$57.40	\$1.15	\$47.15	\$1.25	\$51.25	\$1.20	\$49.20
96	24" SOLID LINE (YELLOW) MULTI-COMPONENT GROUND	LIN FT	176	\$19.80	\$3,484.80	\$16.35	\$2,877.60	\$18.30	\$3,220.80	\$17.00	\$2,992.00
97	24" SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	277	\$12.00	\$3,324.00	\$9.90	\$2,742.30	\$11.10	\$3,074.70	\$11.00	\$3,047.00
98	CROSSWALK STRIPING MULTI-COMPONENT	SQ FT	270	\$9.90	\$2,673.00	\$8.20	\$2,214.00	\$9.15	\$2,470.50	\$8.50	\$2,295.00
99	PAVEMENT MESSAGE (WHITE) PREF THERM GROUND IN	EACH	2	\$525.00	\$1,050.00	\$435.00	\$870.00	\$485.70	\$971.40	\$450.00	\$900.00
100	PAVEMENT MESSAGE (WHITE) MULTI-COMPONENT	EACH	22	\$155.00	\$3,410.00	\$128.00	\$2,816.00	\$142.85	\$3,142.70	\$135.00	\$2,970.00
TOTAL BASE BID					\$1,982,434.90		\$2,071,641.70		\$2,094,214.90		\$2,182,506.70

Contractor Name and Address: Fehn Companies, Inc.

S.R.Weidema Inc.

Veit & Company, Inc.

Valley Paving, Inc.

BID TABULATION				Bidder No. 1 Fehn Companies, Inc.		Bidder No. 2 S.R.Weidema Inc.		Bidder No. 3 Veit & Company, Inc.		Bidder No. 4 Valley Paving, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
				5050 Barthel Industrial Drive NE Albertville, MN 55301 Phone: Email: Signed By: Scott J. Lekatz Title: Business Development Bid Security: Bid Bond Addenda Acknowledged: 1		17600 113th Ave N Maple Grove, MN 55369 Scott Weidema President Bid Bond 1		14000 Veit Place Rogers, MN 55374 Steven J. Hedtke Chief Financial Officer Bid Bond 1		8800 13th Ave E Shakopee, MN 55379 Brent Carron President Bid Bond 1	



Bidder No. 5

Bidder No. 6

BID TABULATION

Northern Lines Contracting

New Look Contracting, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID:							
1	MOBILIZATION	LUMP SUM	1	\$70,000.00	\$70,000.00	\$15,000.00	\$15,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$6,500.00	\$6,500.00	\$5,250.00	\$5,250.00
3	CLEARING & GRUBBING	TREE	21	\$750.00	\$15,750.00	\$865.00	\$18,165.00
4	CLEARING & GRUBBING	ACRE	0.15	\$55,000.00	\$8,250.00	\$16,700.00	\$2,505.00
5	SALVAGE AND REINSTALL TRAFFIC SIGN	EACH	8	\$265.00	\$2,120.00	\$275.00	\$2,200.00
6	REMOVE TRAFFIC SIGN AND POST	EACH	2	\$45.00	\$90.00	\$44.00	\$88.00
7	REMOVE STORM SEWER PIPE	LIN FT	252	\$16.00	\$4,032.00	\$19.00	\$4,788.00
8	REMOVE 4" DRAINTILE	LIN FT	548	\$4.00	\$2,192.00	\$7.00	\$3,836.00
9	REMOVE PIPE APRON	EACH	10	\$150.00	\$1,500.00	\$700.00	\$7,000.00
10	REMOVE CURB AND GUTTER	LIN FT	10	\$30.00	\$300.00	\$35.00	\$350.00
11	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	40	\$10.00	\$400.00	\$25.00	\$1,000.00
12	REMOVE CONCRETE PAVEMENT	SQ YD	10	\$10.00	\$100.00	\$35.00	\$350.00
13	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	40	\$10.00	\$400.00	\$10.00	\$400.00
14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	110	\$8.00	\$880.00	\$20.00	\$2,200.00
15	REMOVE BITUMINOUS TRAIL PAVEMENT	SQ YD	100	\$8.00	\$800.00	\$10.00	\$1,000.00
16	REMOVE BITUMINOUS PAVEMENT	SQ YD	1190	\$6.00	\$7,140.00	\$6.75	\$8,032.50
17	EDGE MILL BITUMINOUS PAVEMENT	SQ YD	50.00	\$30.00	\$1,500.00	\$27.00	\$1,350.00
18	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	150	\$5.00	\$750.00	\$5.00	\$750.00
19	REMOVE PAVEMENT MARKINGS	LUMP SUM	1	\$3,200.00	\$3,200.00	\$3,300.00	\$3,300.00
20	4" SCHEDULE 80 CONDUIT CROSSING	LIN FT	560	\$15.00	\$8,400.00	\$20.00	\$11,200.00
21	RELOCATE PRIVATE IRRIGATION SYSTEM	EACH	1	\$3,700.00	\$3,700.00	\$5,000.00	\$5,000.00
22	TEMPORARY MAILBOXES	LUMP SUM	1	\$1,300.00	\$1,300.00	\$1,325.00	\$1,325.00
23	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	25	\$185.00	\$4,625.00	\$1.00	\$25.00
24	WATER FOR DUST CONTROL	MGAL	50	\$50.00	\$2,500.00	\$1.00	\$50.00
25	SALVAGE AND REINSTALL MAILBOXES	EACH	12	\$240.00	\$2,880.00	\$248.00	\$2,976.00
26	SALVAGE AND RELOCATE FENCE	LIN FT	324	\$33.00	\$10,692.00	\$33.00	\$10,692.00
27	SALVAGE AND RELOCATE HYDRANT AND VALVE	EACH	1	\$4,650.00	\$4,650.00	\$3,250.00	\$3,250.00
28	GEOTEXTILE FABRIC, TYPE 5 NON-WOVEN	SQ YD	16700	\$1.80	\$30,060.00	\$2.25	\$37,575.00
29	COMMON EXCAVATION - OFFSITE (EV)	CU YD	12500	\$16.00	\$200,000.00	\$22.00	\$275,000.00
30	COMMON EXCAVATION - ONSITE (EV)	CU YD	19110	\$8.00	\$152,880.00	\$12.00	\$229,320.00
31	COMMON BORROW (EV)	CU YD	200	\$18.00	\$3,600.00	\$1.00	\$200.00
32	SELECT GRANULAR BORROW, 5% MODIFIED	TON	7600	\$19.00	\$144,400.00	\$14.00	\$106,400.00
33	AGGREGATE BASE CLASS 5 100% CRUSHED	TON	12660	\$26.00	\$329,160.00	\$28.00	\$354,480.00
34	SHOULDER BASE AGGREGATE CLASS 2, 100% CRUSHED	TON	96	\$60.00	\$5,760.00	\$60.00	\$5,760.00
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	802	\$3.15	\$2,526.30	\$3.25	\$2,606.50
36	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	1930	\$82.00	\$158,260.00	\$87.75	\$169,357.50
37	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	3850	\$80.00	\$308,000.00	\$85.50	\$329,175.00
38	TYPE SP 9.5 WEARING COURSE MIX (2,B) - DRIVEWAY	TON	30	\$126.00	\$3,780.00	\$135.00	\$4,050.00
39	TYPE SP 9.5 WEARING COURSE MIX (2,B) - TRAIL	TON	420	\$86.00	\$36,120.00	\$92.00	\$38,640.00
40	4" PERFORATED PVC SCH 40 DRAINTILE PIPE	LIN FT	3810	\$24.00	\$91,440.00	\$17.50	\$66,675.00
41	4" PVC DRAINTILE CLEANOUT W/ THREADED CAP	EACH	13	\$130.00	\$1,690.00	\$350.00	\$4,550.00
42	6" PERFORATED PVC SCH 40 DRAINTILE PIPE	LIN FT	75	\$26.00	\$1,950.00	\$24.00	\$1,800.00
43	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	140	\$88.00	\$12,320.00	\$80.00	\$11,200.00
44	CONCRETE CURB & GUTTER - DESIGN B418	LIN FT	5220	\$18.50	\$96,570.00	\$18.00	\$93,960.00
45	6" CONCRETE WALK	SQ FT	940	\$10.80	\$10,152.00	\$9.75	\$9,165.00
46	CONCRETE ADA PEDESTRIAN CURB RAMP	EACH	4	\$1,050.00	\$4,200.00	\$1,100.00	\$4,400.00
47	TRUNCATED DOMES	SQ FT	78	\$53.00	\$4,134.00	\$55.00	\$4,290.00

Bidder No. 5

Bidder No. 6

BID TABULATION

Northern Lines Contracting

New Look Contracting, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
48	SIGN PANELS - STREET NAME	EACH	8	\$345.00	\$2,760.00	\$359.00	\$2,872.00
49	INSTALL SIGN TYPE C AND POST	EACH	17	\$126.00	\$2,142.00	\$132.00	\$2,244.00
50	SIGN PANELS TYPE C	SQ FT	120	\$40.00	\$4,800.00	\$42.00	\$5,040.00
51	STABILIZED CONSTRUCTION EXIT - MAINTAINED	EACH	5	\$950.00	\$4,750.00	\$1.00	\$5.00
52	STORM DRAIN INLET PROTECTION - MAINTAINED	EACH	23	\$240.00	\$5,520.00	\$180.00	\$4,140.00
53	CULVERT END PROTECTION - MAINTAINED	EACH	9	\$240.00	\$2,160.00	\$170.00	\$1,530.00
54	SALVAGE AND RESPREAD TOPSOIL	SQ YD	13310	\$2.00	\$26,620.00	\$3.00	\$39,930.00
55	FERTILIZER TYPE 2	LB	280	\$1.35	\$378.00	\$1.75	\$490.00
56	HYDROMULCH	SQ YD	6420	\$1.25	\$8,025.00	\$1.00	\$6,420.00
57	SEED MIXTURE 25-151	LB	140	\$12.00	\$1,680.00	\$5.00	\$700.00
58	SEED MIXTURE 25-131	LB	60	\$13.00	\$780.00	\$5.00	\$300.00
59	EROSION CONTROL BLANKET - CATERGORY 25	SQ YD	120	\$1.65	\$198.00	\$4.50	\$540.00
60	SILT FENCE, TYPE MS - MAINTAINED	LIN FT	7300	\$2.25	\$16,425.00	\$3.25	\$23,725.00
61	SEDIMENT CONTROL LOG - MAINTAINED	LIN FT	1000	\$3.25	\$3,250.00	\$5.00	\$5,000.00
62	CONNECT TO EXISTING STORM SEWER	EACH	2	\$1,375.00	\$2,750.00	\$900.00	\$1,800.00
63	12" PP PIPE STORM	LIN FT	64	\$60.00	\$3,840.00	\$52.00	\$3,328.00
64	12" METAL FLARED END SECTION	EACH	4	\$570.00	\$2,280.00	\$550.00	\$2,200.00
65	12" RC FLARED END SECTION W/TRASHGUARD	EACH	3	\$1,720.00	\$5,160.00	\$1,975.00	\$5,925.00
66	15" RC FLARED END SECTION W/TRASHGUARD	EACH	2	\$1,900.00	\$3,800.00	\$2,175.00	\$4,350.00
67	18" RC FLARED END SECTION W/TRASHGUARD	EACH	2	\$2,050.00	\$4,100.00	\$2,350.00	\$4,700.00
68	12" RC STORM PIPE	LIN FT	523	\$69.00	\$36,087.00	\$72.00	\$37,656.00
69	15" RC STORM PIPE	LIN FT	740	\$75.00	\$55,500.00	\$78.00	\$57,720.00
70	18" RC STORM PIPE	LIN FT	427	\$79.00	\$33,733.00	\$83.00	\$35,441.00
71	21" RC STORM PIPE	LIN FT	143	\$89.00	\$12,727.00	\$90.00	\$12,870.00
72	36" RC STORM PIPE	LIN FT	13	\$162.00	\$2,106.00	\$195.00	\$2,535.00
73	INSTALL PRECAST STORM STRUCTURE (SUPPLIED BY OW	EACH	6	\$1,975.00	\$11,850.00	\$2,350.00	\$14,100.00
74	CONSTRUCT 4' DIAMETER PRECAST STORM STRUCTURE	EACH	5	\$3,950.00	\$19,750.00	\$4,245.00	\$21,225.00
75	CONSTRUCT 9' DIAMETER PRECAST STORM STRUCTURE	EACH	1	\$20,750.00	\$20,750.00	\$23,400.00	\$23,400.00
76	CONSTRUCT 2' x 3' CATCH BASIN	EACH	5	\$2,665.00	\$13,325.00	\$3,100.00	\$15,500.00
77	6" PRECAST CONCRETE HEADWALL	EACH	1	\$900.00	\$900.00	\$1,125.00	\$1,125.00
78	RANDOM CLASS 3 GRANITE RIP RAP	TON	12	\$180.00	\$2,160.00	\$235.00	\$2,820.00
79	CONNECT TO EXISTING WATERMAIN	EACH	2	\$4,800.00	\$9,600.00	\$1,000.00	\$2,000.00
80	8" PVC C-900 DR-18 WATERMAIN	LIN FT	94	\$75.00	\$7,050.00	\$59.00	\$5,546.00
81	12" PVC C-900 DR-18 WATERMAIN	LIN FT	1358	\$81.00	\$109,998.00	\$85.00	\$115,430.00
82	6" DIP CL 52 WATERMAIN	LIN FT	3	\$270.00	\$810.00	\$300.00	\$900.00
83	12" BUTTERFLY VALVE AND BOX	EACH	1	\$4,405.00	\$4,405.00	\$5,845.00	\$5,845.00
84	HYDRANT AND GATE VALVE	EACH	1	\$9,300.00	\$9,300.00	\$10,800.00	\$10,800.00
85	12" PLUG WITH BLOWOFF VALVE	EACH	1	\$2,200.00	\$2,200.00	\$1,625.00	\$1,625.00
86	DUCTILE IRON FITTINGS	LB	1047	\$16.00	\$16,752.00	\$14.00	\$14,658.00
87	4" SOLID LINE (WHITE) MULTI-COMPONENT	LIN FT	1260	\$0.65	\$819.00	\$1.00	\$1,260.00
88	4" SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	2640	\$0.65	\$1,716.00	\$1.00	\$2,640.00
89	4" BROKEN LINE (YELLOW) MULTI-COMPONENT	LIN FT	530	\$0.65	\$344.50	\$1.00	\$530.00
90	4" DOTTED LINE (WHITE) MULTI-COMPONENT	LIN FT	160	\$0.65	\$104.00	\$1.00	\$160.00
91	4" DOUBLE SOLID LINE (YELLOW) MULTI-COMPONENT C	LIN FT	1540	\$2.10	\$3,234.00	\$3.00	\$4,620.00
92	4" DOUBLE SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	2970	\$1.25	\$3,712.50	\$2.00	\$5,940.00
93	6" SOLID LINE (WHITE) MULTI-COMPONENT GROUND IN	LIN FT	2550	\$1.20	\$3,060.00	\$2.00	\$5,100.00
94	6" SOLID LINE (WHITE) MULTI-COMPONENT	LIN FT	6920	\$0.75	\$5,190.00	\$1.00	\$6,920.00
95	6" DOTTED LINE (WHITE) MULTI-COMPONENT GROUND	LIN FT	41	\$1.20	\$49.20	\$2.00	\$82.00
96	24" SOLID LINE (YELLOW) MULTI-COMPONENT GROUNI	LIN FT	176	\$16.80	\$2,956.80	\$22.00	\$3,872.00
97	24" SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	277	\$10.20	\$2,825.40	\$13.00	\$3,601.00
98	CROSSWALK STRIPING MULTI-COMPONENT	SQ FT	270	\$8.40	\$2,268.00	\$12.00	\$3,240.00
99	PAVEMENT MESSAGE (WHITE) PREF THERM GROUND IN	EACH	2	\$450.00	\$900.00	\$575.00	\$1,150.00
100	PAVEMENT MESSAGE (WHITE) MULTI-COMPONENT	EACH	22	\$132.00	\$2,904.00	\$170.00	\$3,740.00
TOTAL BASE BID					\$2,262,157.70		\$2,399,976.50

Contractor Name and Address: Northern Lines Contracting

New Look Contracting, Inc.

BID TABULATION

Bidder No. 5

Bidder No. 6

Northern Lines Contracting

New Look Contracting, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
				11039 Lamont Ave NE Hanover, MN 55431 Phone: Email: Signed By: Bray Enright Title: Project Manager Bid Security: Bid Bond Addenda Acknowledged: 1		14045 Northdale Blvd. Rogers, MN 55374 Justin Hoellein PM/Estimator Bid Bond 1	



Bidder No. 7

Bidder No. 8

BID TABULATION

S. M. Hentges & Sons, Inc.

Meyer Contracting, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID:							
1	MOBILIZATION	LUMP SUM	1	\$116,991.64	\$116,991.64	\$120,000.00	\$120,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$8,600.00	\$8,600.00	\$4,700.00	\$4,700.00
3	CLEARING & GRUBBING	TREE	21	\$575.00	\$12,075.00	\$495.00	\$10,395.00
4	CLEARING & GRUBBING	ACRE	0.15	\$55,160.00	\$8,274.00	\$30,000.00	\$4,500.00
5	SALVAGE AND REINSTALL TRAFFIC SIGN	EACH	8	\$260.00	\$2,080.00	\$250.00	\$2,000.00
6	REMOVE TRAFFIC SIGN AND POST	EACH	2	\$42.00	\$84.00	\$40.00	\$80.00
7	REMOVE STORM SEWER PIPE	LIN FT	252	\$10.00	\$2,520.00	\$23.91	\$6,025.32
8	REMOVE 4" DRAINTILE	LIN FT	548	\$5.00	\$2,740.00	\$17.86	\$9,787.28
9	REMOVE PIPE APRON	EACH	10	\$150.00	\$1,500.00	\$266.60	\$2,666.00
10	REMOVE CURB AND GUTTER	LIN FT	10	\$5.00	\$50.00	\$21.51	\$215.10
11	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	40	\$10.00	\$400.00	\$7.18	\$287.20
12	REMOVE CONCRETE PAVEMENT	SQ YD	10	\$10.00	\$100.00	\$110.95	\$1,109.50
13	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	40	\$7.35	\$294.00	\$6.00	\$240.00
14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	110	\$5.00	\$550.00	\$4.28	\$470.80
15	REMOVE BITUMINOUS TRAIL PAVEMENT	SQ YD	100	\$5.00	\$500.00	\$5.59	\$559.00
16	REMOVE BITUMINOUS PAVEMENT	SQ YD	1190	\$5.00	\$5,950.00	\$5.24	\$6,235.60
17	EDGE MILL BITUMINOUS PAVEMENT	SQ YD	50.00	\$29.40	\$1,470.00	\$25.00	\$1,250.00
18	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	150	\$4.20	\$630.00	\$1.95	\$292.50
19	REMOVE PAVEMENT MARKINGS	LUMP SUM	1	\$3,150.00	\$3,150.00	\$3,000.00	\$3,000.00
20	4" SCHEDULE 80 CONDUIT CROSSING	LIN FT	560	\$30.00	\$16,800.00	\$31.75	\$17,780.00
21	RELOCATE PRIVATE IRRIGATION SYSTEM	EACH	1	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
22	TEMPORARY MAILBOXES	LUMP SUM	1	\$1,260.00	\$1,260.00	\$1,200.00	\$1,200.00
23	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	25	\$180.00	\$4,500.00	\$180.00	\$4,500.00
24	WATER FOR DUST CONTROL	MGAL	50	\$42.00	\$2,100.00	\$71.86	\$3,593.00
25	SALVAGE AND REINSTALL MAILBOXES	EACH	12	\$236.00	\$2,832.00	\$225.00	\$2,700.00
26	SALVAGE AND RELOCATE FENCE	LIN FT	324	\$37.60	\$12,182.40	\$30.20	\$9,784.80
27	SALVAGE AND RELOCATE HYDRANT AND VALVE	EACH	1	\$5,200.00	\$5,200.00	\$7,523.31	\$7,523.31
28	GEOTEXTILE FABRIC, TYPE 5 NON-WOVEN	SQ YD	16700	\$1.90	\$31,730.00	\$2.98	\$49,766.00
29	COMMON EXCAVATION - OFFSITE (EV)	CU YD	12500	\$13.30	\$166,250.00	\$20.25	\$253,125.00
30	COMMON EXCAVATION - ONSITE (EV)	CU YD	19110	\$7.80	\$149,058.00	\$6.39	\$122,112.90
31	COMMON BORROW (EV)	CU YD	200	\$22.30	\$4,460.00	\$42.30	\$8,460.00
32	SELECT GRANULAR BORROW, 5% MODIFIED	TON	7600	\$15.60	\$118,560.00	\$12.29	\$93,404.00
33	AGGREGATE BASE CLASS 5 100% CRUSHED	TON	12660	\$23.50	\$297,510.00	\$26.61	\$336,882.60
34	SHOULDER BASE AGGREGATE CLASS 2, 100% CRUSHED	TON	96	\$78.00	\$7,488.00	\$73.32	\$7,038.72
35	BITUMINOUS MATERIAL FOR TACK COAT	GAL	802	\$4.00	\$3,208.00	\$3.85	\$3,087.70
36	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	1930	\$105.70	\$204,001.00	\$89.84	\$173,391.20
37	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	3850	\$94.80	\$364,980.00	\$81.09	\$312,196.50
38	TYPE SP 9.5 WEARING COURSE MIX (2,B) - DRIVEWAY	TON	30	\$139.40	\$4,182.00	\$193.30	\$5,799.00
39	TYPE SP 9.5 WEARING COURSE MIX (2,B) - TRAIL	TON	420	\$107.30	\$45,066.00	\$130.76	\$54,919.20
40	4" PERFORATED PVC SCH 40 DRAINTILE PIPE	LIN FT	3810	\$21.00	\$80,010.00	\$25.55	\$97,345.50
41	4" PVC DRAINTILE CLEANOUT W/ THREADED CAP	EACH	13	\$265.00	\$3,445.00	\$936.21	\$12,170.73
42	6" PERFORATED PVC SCH 40 DRAINTILE PIPE	LIN FT	75	\$33.00	\$2,475.00	\$42.52	\$3,189.00
43	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	140	\$80.40	\$11,256.00	\$80.42	\$11,258.80
44	CONCRETE CURB & GUTTER - DESIGN B418	LIN FT	5220	\$22.20	\$115,884.00	\$19.05	\$99,441.00
45	6" CONCRETE WALK	SQ FT	940	\$10.90	\$10,246.00	\$6.47	\$6,081.80
46	CONCRETE ADA PEDESTRIAN CURB RAMP	EACH	4	\$1,350.00	\$5,400.00	\$888.63	\$3,554.52
47	TRUNCATED DOMES	SQ FT	78	\$58.00	\$4,524.00	\$57.58	\$4,491.24

Bidder No. 7

Bidder No. 8

BID TABULATION

S. M. Hentges & Sons, Inc.

Meyer Contracting, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
48	SIGN PANELS - STREET NAME	EACH	8	\$340.00	\$2,720.00	\$325.00	\$2,600.00
49	INSTALL SIGN TYPE C AND POST	EACH	17	\$126.00	\$2,142.00	\$120.00	\$2,040.00
50	SIGN PANELS TYPE C	SQ FT	120	\$40.00	\$4,800.00	\$38.00	\$4,560.00
51	STABILIZED CONSTRUCTION EXIT - MAINTAINED	EACH	5	\$4,700.00	\$23,500.00	\$3,132.78	\$15,663.90
52	STORM DRAIN INLET PROTECTION - MAINTAINED	EACH	23	\$170.00	\$3,910.00	\$253.46	\$5,829.58
53	CULVERT END PROTECTION - MAINTAINED	EACH	9	\$160.00	\$1,440.00	\$223.56	\$2,012.04
54	SALVAGE AND RESPREAD TOPSOIL	SQ YD	13310	\$1.80	\$23,958.00	\$2.15	\$28,616.50
55	FERTILIZER TYPE 2	LB	280	\$1.70	\$476.00	\$2.25	\$630.00
56	HYDROMULCH	SQ YD	6420	\$1.00	\$6,420.00	\$0.95	\$6,099.00
57	SEED MIXTURE 25-151	LB	140	\$5.10	\$714.00	\$4.80	\$672.00
58	SEED MIXTURE 25-131	LB	60	\$4.70	\$282.00	\$5.75	\$345.00
59	EROSION CONTROL BLANKET - CATERGORY 25	SQ YD	120	\$2.80	\$336.00	\$3.25	\$390.00
60	SILT FENCE, TYPE MS - MAINTAINED	LIN FT	7300	\$2.20	\$16,060.00	\$3.13	\$22,849.00
61	SEDIMENT CONTROL LOG - MAINTAINED	LIN FT	1000	\$3.40	\$3,400.00	\$4.13	\$4,130.00
62	CONNECT TO EXISTING STORM SEWER	EACH	2	\$1,000.00	\$2,000.00	\$1,139.69	\$2,279.38
63	12" PP PIPE STORM	LIN FT	64	\$57.00	\$3,648.00	\$101.77	\$6,513.28
64	12" METAL FLARED END SECTION	EACH	4	\$380.00	\$1,520.00	\$533.77	\$2,135.08
65	12" RC FLARED END SECTION W/TRASHGUARD	EACH	3	\$1,800.00	\$5,400.00	\$2,257.41	\$6,772.23
66	15" RC FLARED END SECTION W/TRASHGUARD	EACH	2	\$2,000.00	\$4,000.00	\$2,481.08	\$4,962.16
67	18" RC FLARED END SECTION W/TRASHGUARD	EACH	2	\$2,200.00	\$4,400.00	\$2,666.01	\$5,332.02
68	12" RC STORM PIPE	LIN FT	523	\$77.00	\$40,271.00	\$62.49	\$32,682.27
69	15" RC STORM PIPE	LIN FT	740	\$73.00	\$54,020.00	\$69.44	\$51,385.60
70	18" RC STORM PIPE	LIN FT	427	\$97.00	\$41,419.00	\$82.70	\$35,312.90
71	21" RC STORM PIPE	LIN FT	143	\$106.00	\$15,158.00	\$91.60	\$13,098.80
72	36" RC STORM PIPE	LIN FT	13	\$236.00	\$3,068.00	\$264.50	\$3,438.50
73	INSTALL PRECAST STORM STRUCTURE (SUPPLIED BY OW	EACH	6	\$2,200.00	\$13,200.00	\$3,774.11	\$22,644.66
74	CONSTRUCT 4' DIAMETER PRECAST STORM STRUCTURE	EACH	5	\$6,500.00	\$32,500.00	\$6,016.37	\$30,081.85
75	CONSTRUCT 9' DIAMETER PRECAST STORM STRUCTURE	EACH	1	\$24,000.00	\$24,000.00	\$27,386.05	\$27,386.05
76	CONSTRUCT 2' x 3' CATCH BASIN	EACH	5	\$3,700.00	\$18,500.00	\$4,309.25	\$21,546.25
77	6" PRECAST CONCRETE HEADWALL	EACH	1	\$700.00	\$700.00	\$786.00	\$786.00
78	RANDOM CLASS 3 GRANITE RIP RAP	TON	12	\$150.00	\$1,800.00	\$137.18	\$1,646.16
79	CONNECT TO EXISTING WATERMAIN	EACH	2	\$2,700.00	\$5,400.00	\$2,382.41	\$4,764.82
80	8" PVC C-900 DR-18 WATERMAIN	LIN FT	94	\$196.00	\$18,424.00	\$90.67	\$8,522.98
81	12" PVC C-900 DR-18 WATERMAIN	LIN FT	1358	\$87.00	\$118,146.00	\$98.38	\$133,600.04
82	6" DIP CL 52 WATERMAIN	LIN FT	3	\$275.00	\$825.00	\$233.49	\$700.47
83	12" BUTTERFLY VALVE AND BOX	EACH	1	\$4,800.00	\$4,800.00	\$6,329.75	\$6,329.75
84	HYDRANT AND GATE VALVE	EACH	1	\$11,000.00	\$11,000.00	\$11,528.13	\$11,528.13
85	12" PLUG WITH BLOWOFF VALVE	EACH	1	\$3,200.00	\$3,200.00	\$2,852.42	\$2,852.42
86	DUCTILE IRON FITTINGS	LB	1047	\$18.00	\$18,846.00	\$22.66	\$23,725.02
87	4" SOLID LINE (WHITE) MULTI-COMPONENT	LIN FT	1260	\$0.63	\$793.80	\$0.60	\$756.00
88	4" SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	2640	\$0.63	\$1,663.20	\$0.60	\$1,584.00
89	4" BROKEN LINE (YELLOW) MULTI-COMPONENT	LIN FT	530	\$0.68	\$360.40	\$0.60	\$318.00
90	4" DOTTED LINE (WHITE) MULTI-COMPONENT	LIN FT	160	\$0.63	\$100.80	\$0.60	\$96.00
91	4" DOUBLE SOLID LINE (YELLOW) MULTI-COMPONENT C	LIN FT	1540	\$2.10	\$3,234.00	\$2.00	\$3,080.00
92	4" DOUBLE SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	2970	\$1.26	\$3,742.20	\$1.20	\$3,564.00
93	6" SOLID LINE (WHITE) MULTI-COMPONENT GROUND IN	LIN FT	2550	\$1.16	\$2,958.00	\$1.10	\$2,805.00
94	6" SOLID LINE (WHITE) MULTI-COMPONENT	LIN FT	6920	\$0.74	\$5,120.80	\$0.70	\$4,844.00
95	6" DOTTED LINE (WHITE) MULTI-COMPONENT GROUND	LIN FT	41	\$1.16	\$47.56	\$1.10	\$45.10
96	24" SOLID LINE (YELLOW) MULTI-COMPONENT GROUNI	LIN FT	176	\$16.80	\$2,956.80	\$16.00	\$2,816.00
97	24" SOLID LINE (YELLOW) MULTI-COMPONENT	LIN FT	277	\$10.20	\$2,825.40	\$9.70	\$2,686.90
98	CROSSWALK STRIPING MULTI-COMPONENT	SQ FT	270	\$8.40	\$2,268.00	\$8.00	\$2,160.00
99	PAVEMENT MESSAGE (WHITE) PREF THERM GROUND IN	EACH	2	\$50.00	\$100.00	\$425.00	\$850.00
100	PAVEMENT MESSAGE (WHITE) MULTI-COMPONENT	EACH	22	\$130.00	\$2,860.00	\$125.00	\$2,750.00
TOTAL BASE BID					\$2,412,000.00		\$2,466,928.66

Contractor Name and Address: S. M. Hentges & Sons, Inc.

Meyer Contracting, Inc.

BID TABULATION

Bidder No. 7

Bidder No. 8

S. M. Hentges & Sons, Inc.

Meyer Contracting, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
				650 Quaker Ave Jordan, MN 55352		11000 93rd Avenue North Maple Grove, MN 55369	
				Phone:			
				Email:			
				Signed By: Nate Hentges		Verlyn Schoep	
				Title: Executive Vice President		President	
				Bid Security: Bid Bond		Bid Bond	
				Addenda Acknowledged: 1		1	

Reference: Bid Results – Stieg Road Improvements

Engineer's Recommendation

We recommend awarding the bid for the Stieg Road Improvements project to Fehn Companies in the amount of \$1,982,434.90 contingent on the developer financial commitment and easement acquisitions. We recommend awarding material testing services to Haugo Geotechnical in the amount of \$12,873 and Construction Administration Services on the project to Stante in the amount of \$120,000.

STANTEC CONSULTING SERVICES INC.



Steven Hegland, PE
Project Engineer

Attachments:

- Bid Tabulation
- Construction Material Testing Quote Haugo Geotechnical

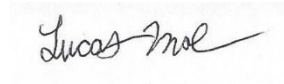
General

Thank you for the opportunity to provide this cost estimate to you. If it is acceptable, please sign and return one copy to us and retain one copy for your records. We are also including a copy of our General Conditions which provide additional terms and are part of this agreement.

If you have any questions regarding this proposal, please contact Lucas Mol (lmol@haugogts.com) at 612-297-4108.

Sincerely,

Haugo Geotechnical Services



Lucas Mol
Sr. Project Manager

Attachments:
Project Estimate
General Conditions

Authorization to Proceed

By: _____ Date: _____

Name/Title/Company: _____

HAUGO GEOTECHNICAL SERVICES
2825 CEDAR AVE S, MINNEAPOLIS, MN 55407
WEBSITE: www.haugogts.com

HGTS Project # 24-0185
Client: City of Corcoran
Project: Stieg Road Improvements
Location: Corcoran, MN

Table 1 Summary of Estimated Costs

		TRIPS	HOURS PER TRIP	QTY	UNITS	PRICE(\$)	SUM(\$)
CODES	SOIL OBSERVATIONS						
203C/D	EXCAVATING/FOOTING/PADS				HR	92	
225	HELICAL OBSERVATION				HR	92	
209	PROOFROLL-SUBBASE	2	3	6	HR	92	552
	COMPACTION TESTING						
201	BUILDING PAD CORRECTION				HR	82	
201B	STORM SEWER BACKFILL	5	3	15	HR	82	1230
201B	WATERMAIN BACKFILL	4	3	12	HR	82	984
201A	PLUMBING BACKFILL				HR	82	
201A	SELECT GRANULAR	1	3	3	HR	82	246
201A	AGGREGATE BASE	3	3	9	HR	82	738
	CONCRETE TESTING						
101C	BUILDING FOOTINGS/PADS				HR	82	
101E	WALLS				HR	82	
101D	INTERIOR SLABS				HR	82	
101E	SIDEWALKS/PED RAMPS	2	3	6	HR	82	492
101A/B	CURB & GUTTER	4	3	12	HR	82	984
	SPECIAL INSPECTIONS						
161	FOOTINGS/PADS REINFORCEMENT				HR	92	
161	WALL REINFORCEMENT				HR	92	
161	PIER REINFORCEMENT				HR	92	
151	MASONRY INSPECTIONS				HR	82	
151	GROUTING INSPECTIONS				HR	82	
162/163	BOLTING/WELDING INSPECTIONS				HR	150	
164	FIRE PROOFING INSPECTIONS				HR	150	
	COMPRESSIVE STRENGTH TESTING						
102	STRUCTURAL CONCRETE CYLINDERS				TEST	22	
102	CONCRETE CYLINDERS			30	TEST	22	660
157	MASONRY GROUT				TEST	30	
156	MASONRY BLOCK PRISMS				TEST	165	
159	MASONRY NET AREA				TEST	130	
107	GYPSUM CONCRETE CUBES				TEST	20	
105	SAMPLE PICK-UP			6	TEST	76	456
	SIEVE ANALYSIS / PROCTORS						
401/402	STANDARD/MODIFIED PROCTOR			4	TEST	150	600
403	SIEVE ANALYSIS			9	TEST	150	1350
	BITUMINOUS						
303	EXTRACTION / GRADATION / AIR VOIDS			3	TEST	425	1275
304	ROLL PATTERN	3	3	9	TEST	82	738
	PROJECT DETAILS						
110	TRIP CHARGE			30	TRIPS	40	1200
612	PROJECT ENGINEER				HR	150	
602	PROJECT MANAGER			9	HR	130	1170
609	PROJECT ASSISTANT			3	HR	66	198
TOTAL						\$	12,873.00

Our services are directly controlled by the schedule of others, the actual cost of our services may vary from our estimate. Invoices for our services will be based on the actual numbers of hours spent on the project and the tests performed. It is difficult to predict all of the services and the quantity of services that may be required. If services are required that are not shown above, we will provide them in accordance with our standard fee schedule.

General Conditions

Construction Material Testing and Special Inspections

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

Section 1: Our Responsibilities

- 1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to reply on oral findings, opinions, or recommendations without our written approval.
- 1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may change over time.
- 1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job or site health or safety unless we accept that duty in writing.
- 1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.
- 1.7 Estimates of our fees or other project costs will be based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

- 2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.
- 2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.
- 2.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.
- 2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.
- 2.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimates.

Section 3: Reports and Records

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

we are paid the administrative fee stated in our then current Schedule of Charges.

- 3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable to damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference of ambiguity between an electronic and a paper document, the paper document shall govern.
- 3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and we agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

Section 4: Compensation

- 4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.
- 4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.
- 4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.
- 4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.
- 4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.
- 4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our opinion, terminate our duties without liability to you or to others.
- 4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage and Risk Allocation

- 5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted into mediation.
- 5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.
- 5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.
- 5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.
- 5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.
- 5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree to not make a claim against individual employees.

Section 6: General Indemnification

- 6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.
- 6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.
- 6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

- 7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.
- 7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.
- 7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.
- 7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

STAFF REPORT

Agenda Item 7f.

City Council Meeting April 11, 2024	Prepared By Natalie Davis McKeown
Topic Woodland Hills Variance (PID 36-119-23-33-0007; 36-119-23-33-0009; 36-119-23-33-0010) (City File No. 23-032)	Action Required Decision

Review Deadline: April 25, 2024

1. Request

The preliminary plat for Woodland Hills was approved on 3/28/2024, but changes were requested to the resolution for the 3 requested variances. The City Council is asked to approve Resolution 2024-28 based on the discussion at the previous meeting. This resolution will approve three variances to the side setback requirement, the garage frontage requirement, and to the buffer yard requirements.

For part of the buffer yard variance, the Council asked that the existing trees remain in the right-of-way (ROW) along the northern lot line for Lot 19 as a way to offset the impacts of granting the deviation from the ordinance. Per the tree survey, three trees were proposed to be removed from the public ROW, and most of the trees that would remain per the tree survey are ash trees. The applicant confirmed with staff after the meeting that they will need to remove trees in this area as part of their grading plan.

As a compromise, the applicant proposes to plant the required buffer yard “B” plantings for a 30’ foot buffer width within the ROW as an interim buffer yard until the road is constructed when the properties to the north develop. This will result in a similar number of trees as what is planned to be removed, and additional shrubs or tall native prairie plantings will also be required. The resolution clarifies that a berm to offset the required number of plantings will not be accepted in this area.

It should be noted that the applicant is responsible for planting the trees in the ROW as part of their landscaping plan, but the City will become responsible for the vegetation after the 1-year warranty is completed due to the location within the public ROW. Additionally, this area will not be within a conservation easement since it is ROW.

4. Recommendation

Approve Resolution 2024-28 approving three variances for Woodland Hills.

Attachments:

1. Resolution 2024-28 Approving Three Variances

RESOLUTION NO. 2024-28

Motion By:
Seconded By:

A RESOLUTION APPROVING THREE VARIANCES FOR “WOODLAND HILLS OF CORCORAN” ON THE PROPERTIES LOCATED AT THE NORTHEAST CORNER OF COUNTY ROAD 116 AND HACKAMORE ROAD (PID 36-119-23-33-0007, 36-119-23-33-0009, AND 36-119-23-33-0010) (CITY FILE NO. 23-032)

WHEREAS, Woodland Hills of Corcoran, Inc. (“the applicant”) requests approval of a preliminary plat for 60 residential lots, 1 amenity lot, and 5 outlots on property described as follows:

See Attachment A

WHEREAS, the applicant also requested approval of three variances from underlying district and performance standards;

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

NOW, THEREFORE, BE IT RESOLVED that the Corcoran City Council approves the request for three variances subject to the following findings and conditions;

1. The requested variance from Section 1060.050, Subd. 7 to allow a 7.5’ side setback is approved based on the following findings:
 - a. That there are practical difficulties in complying with the Zoning Ordinance. The applicant requests flexibility for builders to locate a home on a lot. It is anticipated the lots will be sold to multiple various local builders for construction of custom homes. A clear side setback will allow for consistency, avoid confusion between builders, landowners, and City staff, while still maintaining a 15’ building separation.
 - b. That the conditions upon which a petition for a variation is based are unique to the parcels of land for which the variance is sought and were not created by the landowners. The subdivision is on a 36.74-acre site that is bordered on the south by Hackamore Road and to the west by County Road 116. These constraints result in a lot design and house placement restrictions that are unique to the project boundaries.
 - c. That the granting of the variation will not alter the essential character of the locality. The underlying district standards require a minimum 15’ separation between structures on adjacent lots. The requested 7.5’ side setback will maintain this separation which is consistent with the essential character of the locality.
 - d. The proposed variance would be in harmony with the general purposes and intent of the ordinance. The underlying district standards require a minimum 15’ separation between structures on adjacent lots. The requested 7.5’ side setback

RESOLUTION NO. 2024-28

will maintain this separation which is consistent with the purpose and intent of the ordinance.

- e. The variance is consistent with the Comprehensive Plan and maintains the Conservation Residential land use designation.
 - f. The City may impose conditions on the variance to address the impact on the variance. A 25' front setback shall be applied to offset the impact of granting the deviation in the side setback. The front and side setbacks shall be documented on the preliminary plat.
2. The requested variance from Section 1040.050, Subd. 8(B) to allow a garage maximum of 65% of the viewable ground floor street-facing linear building frontage for 3-car garages and 70% for 4-car garages is approved based on the following findings:
- a. That there are practical difficulties in complying with the Zoning and Subdivision Ordinance standards. There is market demand for 3-car and 4-car garages which is a reasonable use of these properties. However, it is impractical to meet density requirements while also providing a lot width large enough that can accommodate these different garage options.
 - b. That the conditions upon which a petition for a variation is based are unique to the parcel of land for which the variance is sought and were not created by the landowner. The subject properties of the subdivision will be made available to multiple builders for custom built lots. The preference for a 3-car or 4-car garage is based on market demands which are not created by the landowner. Additionally, the City's ordinances limit and at times prohibit on-street parking, so property owners have an interest in building a home with sufficient garage space for their vehicles.
 - c. That the granting of the variation will not alter the essential character of the locality. A larger garage frontage can be minimized with a second story and/or larger setback from the road. Planned Unit Developments in the area have been granted flexibility from this standard. Additionally, it is not uncommon for older neighborhoods within the City to have either a larger garage or second garage.
 - d. The proposed variance would be in harmony with the general purposes and intent of the ordinance. Conditions can be added to minimize the appearance of the garage to ensure harmony with the purpose and intent of the ordinance.
 - e. The variance is consistent with the Comprehensive Plan as a deviation does not conflict with the Conservation Residential land use guiding.
 - f. The City may impose conditions on the variance to address the impact of the variance. Houses that choose to bypass the 55% maximum garage limit shall include a second story as a way to minimize the visual impact of the larger garage. This shall be confirmed with each building permit.

RESOLUTION NO. 2024-28

3. The following flexibilities from the City's buffer yard requirements in Section 1060.070, Subd. 2(J) is approved:
 - a. The required Class B buffer yard with a 30' width for Lot 19 can be planted in the new right-of-way, north of the lot, to be dedicated as part of the plat. It is understood that the plantings in the right-of-way will eventually be removed when the future roadway is constructed. A berm is not permitted in this area to satisfy the buffer yard requirements.
 - b. Along the north and east project boundary, existing vegetation can count towards the buffer yard planting requirements if the vegetation meets the following criteria:
 - i. Plantings must have a caliper of more than 2".
 - ii. Plantings must be located within the project boundaries.
 - iii. Plantings must be of a desired species, including elm, aspen, cherry, oaks, or other similar species that are on either preferred tree list in Appendix B or Appendix C of the Zoning Ordinance.
4. The buffer yard variance as discussed in paragraph 3 is approved based on the following findings:
 - a. That there are practical difficulties in complying with the zoning ordinance. There is existing natural vegetation in varying degrees that provides an existing buffer between the properties to the north and east. It is reasonable to allow existing plantings to offset the required numbers of new plantings in order to maintain the health of the existing buffer. Additionally, the buffer yard ordinance allows local roads shown in the 2040 Comprehensive Plan to satisfy buffer yard requirements. The road right-of-way north of Lot 19 is not shown on the Comprehensive Plan but is still required by the City's infrastructure feasibility study for a future connection to County Road 116 based on Hennepin County's spacing requirements. The buffer yard plantings cannot be located in right-of-way per the ordinance. However, this right-of-way will likely remain until the properties to the north develop/re-develop several years in the future at an urban density. It is reasonable that the buffer yard plantings be located in the right-of-way until the road is constructed. It is understood that the buffer yard for Lot 19 will eventually turn into a road and the plantings will not remain in perpetuity.
 - b. That the conditions upon which a petition for a variation is based are unique to the parcel of land for which the variance is sought and are not created by the landowner. The existing vegetation of the property and the required right-of-way are unique to the property and the conditions were not created by the landowner.
 - c. That the granting of the variation will not alter the essential character of the locality. The flexibilities granted for this variance will result in a substantial buffer that will allow healthy plant growth.

RESOLUTION NO. 2024-28

- d. The proposed variance would be in harmony with the general purposes and intent of the ordinance. The flexibilities granted for this variance will result in a substantial buffer for existing neighborhoods without placing burden on them to provide their own screening from new development.
 - e. The variance is consistent with the Comprehensive Plan. The buffer yard ordinance is a strategy to protect rural character, and the approved flexibilities will still provide the significant screening desired to protect rural character.
 - f. The City may impose conditions on the variance to address the impact of the variance. The following shall be addressed with submittal of the final plat to meet the flexibilities granted in this variance request:
 - i. The applicant must provide an updated tree survey for all plantings proposed to count towards the buffer yard requirements on the north and east property lines in order to finalize the number of new plantings required in these areas.
5. The applicant is required to record this resolution with the Hennepin County's Recorder's Office and provide proof of recording to the City.

VOTING AYE

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

VOTING NAY

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

Whereupon, said Resolution is hereby declared adopted on this 11th day of April 2024.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

RESOLUTION NO. 2024-28

ATTACHMENT A

Parcel 1:

The East 450.00 feet, as measured along the north and south lines, of the South 933.80 feet as measured at right angles to the south line, of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 36, Township 119, Range 23, Hennepin County, Minnesota.
Abstract Property.

Parcel 2:

The South 933.80 feet of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 36, Township 119, Range 23, Hennepin County, Minnesota, as measured at right angles to the south line thereof; except the East 450 feet as measured along the north and south lines thereof, and except that part thereof which lies West of a line parallel with and distant 40 feet East of the West line of said section.
Abstract property.

Parcel 3:

That part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), of Section 36, Township 119, Range 23, lying North of the South 933.80 feet as measured at right angles to the South line thereof. Except the West 450.00 feet of the North 200.00 feet as measured at right angles to the North and West lines thereof. Also except the West 40.00 feet of said Southwest Quarter of the Southwest Quarter, Hennepin County, Minnesota.
Abstract Property.

RESOLUTION NO. 2024-30

Motion By:
Seconded By:

A RESOLUTION ACCEPTING THE NORTHWEST AREA JAYCEES DONATION

WHEREAS, the City of Corcoran supports the efforts of the Northwest Area Jaycees; and

WHEREAS, the Northwest Area Jaycees made a financial donation to the City of Corcoran in the amount of \$1,270.06 for the Parks and Trails Commission Tree Giveaway;

WHEREAS, The City Council finds that it is appropriate to accept the donation as offered for the benefit of the Parks and Trails Commission Tree Giveaway, the City of Corcoran, and residents;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Corcoran acknowledges the generosity of the Northwest Area Jaycees and graciously accepts the donation.

VOTING AYE

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

VOTING NAY

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

Whereupon, said Resolution is hereby declared adopted on this 11th day of April 2024.

Tom McKee – Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

RESOLUTION NO. 2024-31

Motion By:
Seconded By:

**RESOLUTION ESTABLISHING ADDITIONAL ANNUAL APPOINTMENT FOR
THE CITY OF CORCORAN FOR 2024 BUILDING SERVICES**

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

WHEREAS, the City of Corcoran (City) established annual appointments per Resolution 2024-01 at the January 18, 2024 Council meeting;

NOW THEREFORE, BE IT RESOLVED that the City hereby makes the following additional appointment for 2024 Building Services.

Building Services
*West Metro Inspection
689 North Medina Street
Loretto, MN 55357*

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 11th day of April, 2024.

Tom McKee – Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

STAFF REPORT

Agenda Item: 7i.

Council Meeting April 11, 2024	Prepared By Michelle Friedrich
Topic Draft Work Session Council Minutes – April 13, 2023	Action Required Informational

Summary

The draft Council Work Session Minutes for April 13, 2023, will be emailed on Tuesday, April 9, with hard copy provided to Council the evening of the April 11 meeting.

Attachments (Hard copies will be provided April 11, 2024)

1. 2023-04-13 Draft Work Session Council Minutes



CITY OF CORCORAN
City Council Work Session Minutes
April 13, 2023 – 5:30 pm

The Corcoran City Council met on April 13, 2023, in Corcoran, Minnesota. The City Council work session meeting was held in person and the public was present in person and remotely through electronic means using the audio and video conferencing platform Zoom.

Councilor Schultz, Councilor Vehrenkamp, and Councilor Nichols were present. Acting Mayor Bottema arrived at 6:25 pm. Mayor McKee was excused.

City Administrator Beise, City Clerk Friedrich, and Planner Davis McKeown were present.

1. Call to Order / Roll Call

Councilor Schultz called the work session to order at 5:30 pm.

2. Rental Dwelling Ordinance Discussion

Planner Davis McKeown reviewed the third draft of the rental dwelling ordinance. Planner Davis McKeown noted including restrictions with the ordinance regarding to corporation purchases of large stocks of single-family home inventory, including an exemption for property owners renting to family members, balancing the demand for rental properties, and protecting the immediate character of the neighborhood. Planner Davis McKeown reviewed the history of Council review of the rental ordinance and noted previous discussion in November 2022. Planner Davis McKeown reviewed Council direction included further refinement of the exemption process to surpass licensing and density limits; clarifying the effect the ordinance would have regarding manufactured home parks and adding clarity and definitions for apartments, single-family homes, twin homes and townhomes, clarifying language for the requirement for property owners to notify the city when a relative homestead status no longer applies to a property. Council and staff decided at the November 2022 meeting that licensing for short-term rentals would be handled as a subsequent process. Planner Davis McKeown noted Council direction for property maintenance violations to also count towards the strike system proposed for criminal conduct with a look back period for violations of 18 months instead of 12 months. Planner Davis McKeown noted Director of Public Safety Gottschalk provided some feedback regarding an exemption for owner-occupied units that rent out multiple bedrooms to unrelated adults, considering a requirement for a property manager to live within a specific radius of a rental property rather than the seven county metro area, and preference for the code compliance official be in charge of compliance with the strike system and coordination, and consideration of a presumptive revocation of rental licenses after a certain number of violations with the option for a hearing in which an appeal of the revocation can be requested. Planner Davis McKeown noted many changes occurred from second draft and discussions with the city attorney the operator of Maple Hill Estates. Council and staff discussed possible purchase of large amounts of properties, management of properties, block boundaries based on draft definitions, criminal violations, eviction proceedings, rental unit caps, and grandfathering exception for ownership as a certain date.

3. Unscheduled Items

No unscheduled business was heard.

5. Adjournment

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

Voting Aye: Bottema, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

Meeting adjourned at 6:49 pm.

Michelle Friedrich – City Clerk

STAFF REPORT

Agenda Item: 7j.

Council Meeting April 11, 2024	Prepared By Michelle Friedrich
Topic Draft Regular Council Minutes – April 13, 2023	Action Required Informational

Summary

The draft Council Regular Minutes for April 13, 2023, will be emailed on Tuesday, April 9, with hard copy provided to Council the evening of the April 11 meeting.

Attachments (Hard copies will be provided April 11, 2024)

1. 2023-04-13 Draft Regular Council Minutes

STAFF REPORT

Agenda Item: 7k.

Council Meeting April 11, 2024	Prepared By Jay Tobin
Topic Large Conference Room Audio/Video Upgrade	Action Required Approval

Summary

On October 26, 2023, staff brought forward to Council a request for approval the addition of webcams to City Hall's two conference rooms. Currently, the ability to hold a video conference in the large conference room does not exist. Council approved webcam purchases on October 26, 2023, and the use of ARPA funds. Staff and our IT vendor did some further research and now recommend we purchase an all-in-one system that includes a webcam, speaker/microphone, and host capability. Staff recommend waiting on the small conference room to further assess the need as election operations have occupied the small conference room. Costs for the large conference room is below as follows:

Large Conference Room

Logitech Rally Bar Mini Video Conferencing Camera and Mount \$3,719.16

Financial/Budget

The estimated cost for the project is \$3,719.16 funded through ARPA.

Recommendation

Staff recommend proceeding with the purchase of all-in-one webcam systems for the large conference room.

Council Action

1. Authorize staff to proceed with the purchase of all-in-one webcam systems for the large conference room.
2. Decline purchase of all-in-one webcam systems for the conference rooms.
3. Request staff to review other webcam systems for the conference rooms.

Attachments

1. Large Conference Room Audio/Video Upgrade Quote



RALLY BAR HUDDLE AND TAP IP BNDLE

Quote #028279 v2



Prepared For:

City of Corcoran

Jay Tobin
8200 County Road 116
Corcoran, MN 55340

P: (763) 400-7030
E: jtobin@corcoranmn.gov

Prepared by:

Computer Integration
Technologies, Inc.

Colton Jesse
2375 Ventura Drive
Woodbury, MN 55125-3930

P: (651) 255-5732
E: colton.jesse@cit-net.com

Date Issued:

04.05.2024

Date Expires:

05.07.2024

Rally Bar Mini and TAP

Description	Qty	Price	Ext. Price
 	1	\$681.45	\$681.45
Logitech Tap IP in Graphite - Fast Ethernet - Wireless LAN - Tabletop, Riser Mount, Wall Mountable			



Rally Bar Mini and TAP

Description	Qty	Price	Ext. Price
Logitech Rally Bar Mini Video Conferencing Camera - 30 fps - Graphite - USB 3.0 - 3840 x 2160 Video - 4x Digital Zoom - Microphone - Wireless LAN - Network (RJ-45) - Computer	1	\$2,923.71	\$2,923.71
Logitech Wall Mount for Video Conferencing System - Silver	1	\$89.00	\$89.00
Subtotal:			\$3,694.16

Quote Summary	Amount
Rally Bar Mini and TAP	\$3,694.16
Subtotal:	\$3,694.16
Shipping:	\$25.00
Total:	\$3,719.16

By signing this quote, it is assumed that CIT will proceed with placing orders for the recommended products and services. Quoted prices are based upon market pricing at the time of the quote. Due to fluctuating market conditions, pricing for third-party hardware, services, and related products are subject to change due to the market pricing in effect at the time of delivery. CIT will make commercially reasonable efforts to communicate with the customer for material price increases prior to delivery.


Beyond the standard configuration and deployment of the tool/service, additional configuration, tuning will be billed T&M.

Quotes are subject to customer credit terms and conditions.

Each of the parties hereto has caused this Schedule to be duly executed by their authorized representatives on the date expressed below. The terms of this project proposal ("Schedule") by and between Computer Integration Technologies, Inc., ("CIT") and Customer are part of, and are hereby incorporated into, the Master Service Agreement executed by CIT and Customer.

Please do not pay from quote; taxes, shipping, handling, and other fees may apply. Not all items are available for refund or exchange and must be approved by CIT prior to product return. Customers may need to work directly with manufacturers for item returns.

CIT requires 50% down payment upon acceptance on all orders over \$10,000 unless prior approval has been given. Additional down payment may be required if customer credit line is insufficient. Due to changing market conditions, partial invoices may be created as the hardware is shipped

Acceptance		
Computer Integration Technologies, Inc.	City of Corcoran	
		
Colton Jesse	Jay Tobin	
Signature / Name	Signature / Name	Initials
04/05/2024		
Date	Date	

City of Corcoran
County of Hennepin
State of Minnesota

April 11, 2024

RESOLUTION NO. 2024-34

Motion By:
Seconded By:

**A RESOLUTION APPROVING CHARITABLE GAMBLING IN THE CITY OF
CORCORAN, MINNESOTA**

BE IT RESOLVED, by the City Council of the City of Corcoran that the following Charitable Gambling License is granted effective for the dates as indicated, to the following Licensee, which provided appropriate application.

<u>LICENSEE</u>	<u>LICENSE</u>	<u>LICENSE EFFECTIVE DATE</u>
Ducks Unlimited 1218 Vista Drive Burnsville, MN 55337	Charitable Gambling (Raffle and Bingo)	July 13, 2024 (One day license) Event located at The Stanchion 20037 County Road 10 Corcoran, MN 55340

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

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

Whereupon, said Resolution is hereby declared adopted on this 11th day of April, 2024.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: _____ Previous Gambling Permit Number: X-_____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ County: _____

Name of Chief Executive Officer (CEO): _____

CEO Daytime Phone: _____ CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): _____

Physical Address (do not use P.O. box): _____

Check one:
____ City: _____ Zip: _____ County: _____
____ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): _____

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

The application is acknowledged with no waiting period.

_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

_____ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Alex Meroness Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and
_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

<p style="text-align: center;">How You May Spend Gambling Funds</p>	<p style="text-align: center;">How You May Not Spend Gambling Funds</p>
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public or active military personnel in need); • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the [Lawful Gambling Manual](#); 3) the online class, “[Conduct of Raffles](#)”; and 4) the [phone number and email address](#) of your county’s Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	RAFFLES
	1. Tickets are printed in accordance with MN Rule 7861.0310 .
	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. (349.173)
	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)
	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. (7861.0260)
	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)
	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)
	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)
	8. Cash must not be substituted for merchandise prizes that have been won. (7861.0260 Subp. 4C(2))
	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)
	10. Only cash, personal checks, cashier’s checks, money orders, travelers’ checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). (349.2127) (7861.0260)
	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization’s control. (349.173)
	12. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
	13. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
	14. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
	15. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
	16. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
BINGO	
	1. Clear and legible house rules in accordance with MN Rule 7861.0270 are prominently posted at the point of winner selection.
	2. House rules include the policy on declaring bingo and last number called. (7861.0270 Subp. 2A(1))
	3. House rules include the reasons for potentially cancelling bingo occasions. (7861.0270 Subp. 2A(1))
	4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) (7861.0270 Subp. 5B(1))
	5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. (7861.0270 Subp. 5B(7))
	6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. (7861.0270 Subp. 3A)
	7. No reservation of bingo cards or bingo paper for any person (7861.0270 Subp. 3F)
	8. Bingo records (including bingo program) must be kept for 3½ years. (7861.0270 Subp. 11)
BINGO AND RAFFLES	
	1. Gambling records must be kept for 3½ years. (7861.0310)
	2. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 Subd. 3a) (349.12 Subd. 25) (mn.gov/gcb/faq-exemptexcluded.html) and (mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf)

STAFF REPORT

Agenda Item: 7m.

Council Meeting April 11, 2024	Prepared By Michelle Friedrich
Topic Draft Special Meeting Council Minutes – April 4, 2024	Action Required Informational

Summary

The draft Council Special Meeting Minutes for April 4, 2024, will be emailed on Tuesday, April 9, with hard copy provided to Council the evening of the April 11 meeting.

Attachments (Hard copies will be provided April 11, 2024)

1. 2024-04-04 Draft Special Meeting Council Minutes



**City of Corcoran
City Council Special Meeting Minutes
April 4, 2024 – 5:30 pm**

Added Agenda Item: 7m.

The Corcoran City Council met on April 4, 2024, in Corcoran, Minnesota. The City Council meeting was held in person and the public was present in person and remotely through electronic means using the audio and video conferencing platform Zoom.

Mayor McKee, Councilor Schultz, and Councilor Nichols were present. Councilor Vehrenkamp arrived at 6:30 pm. Councilor Bottema was excused.

City Administrator Tobin, Clerk Friedrich, City Attorney Thames, and Brenna Ramy from ABDO Solutions were present.

1. Call to Order/Roll Call

Mayor McKee called the meeting to order at 5:34 pm.

2. Closed Session – Evaluation of Individual Performance

Mayor McKee stated:

“The City Council is going into closed session to discuss non-public evaluation of individual performance data which will be discussed in a closed session per Minn. Stat. § 13D.05 subd. 3(a). The subject of the evaluation of individual performance is the Administrative Services Director”.

Mayor McKee recessed the Council meeting at 5:37 pm.

Mayor McKee reconvened the Council meeting at 6:59 pm.

Mayor McKee stated:

“City Council will provide a summary statement for the closed session at the next public meeting.”

3. Unscheduled Items

No unscheduled items were heard.

4. Adjournment

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

Voting Aye: McKee, Nichols, Schultz, and Vehrenkamp

(Motion carried 4:0)

Meeting adjourned 7:00 pm on April 4, 2024.

Michelle Friedrich – City Clerk

STAFF REPORT

Agenda Item: 7n.

Council Meeting April 11, 2024	Prepared By Jay Tobin
Topic Correction of Administrative Error in Job Grade	Action Required Approval

Summary

On April 5, 2024, staff met with Mr. George Gmach to discuss past practices in writing and classifying job descriptions to gain better understanding as the administration explores alternatives in response to feedback in recent cultural, human resource, and finance assessments. It was brought to light that an administrative error was made in July 2022 mis-grading the City Clerk position at Grade 10 rather than at Grade 11 where points placed the position.

Staff recommend confirming the City Clerk position at Grade 11 per the job scoring.

Financial/Budget

Staff ensured processing of appropriate back pay.

Recommendation

Staff recommend confirming the City Clerk position at Grade 11 per the job scoring.

Council Action

1. Approve updating record to reflect position at Grade 11.
2. Decline purchase of all-in-one webcam systems for the conference rooms.
3. Request staff to further review alternatives.

Attachments

1. City Clerk Job Description (reflecting Grade 11 vice Grade 10)

CITY CLERK

*City of
Corcoran*

Department:	Administration
Reports To:	Administrative Services Director
Points:	298
Grade:	11
FLSA:	Exempt
Bargaining Unit:	NA
Revision Date:	May, 2022

Job Summary:

City Clerk supervises and coordinates work functions of the administrative office and supports functions of City Administrator, Administrative Services Director, and City Council. City Clerk is responsible for coordinating and executing administrative duties of the City Clerk office, as required by State Statute and City Code, and the operational needs of the organization. The City Clerk oversees administrative coordination of day-to-day operations, coordination, and management of elections, ensures proper data practices and record retention, supports City Council operations, and other functions as assigned.

Scope of Impact:

The City Clerk is responsible for overseeing the operations of the administrative support and the communications for the Administration Department. This position is responsible for supervision of the Administrative Assistant and Communications Assistant.

Essential Duties and Responsibilities:

- Performs statutory and City functions as City Clerk
 - Maintains files and appropriate documentation of administrative functions, to satisfy legal requirements.
 - Performs duties delegated by the City Administrator including attendance at public meetings, legal notices, preparation of public meeting minutes, resolutions, ordinances, bid openings and other duties as assigned.
 - Attests the Mayor's signature on official documents wherever required and maintains responsibility for the City Seal; acts as notary providing certified copies of proceedings and records of the City upon request.
 - Attends meetings and seminars, to remain current with administrative duties and informs City Administrator/City Council of new developments.
 - Assists various departments with ordinance amendment requests (researches issue, prepares Council packet information, coordinates with City Attorney on the City's behalf to draft the amendment).
 - Assists Finance Manager regarding the proper maintenance of all official accounting records to conform with generally accepted government accounting principles.

- Supervises staff:
 - Coordinates and supervises the Administrative Assistant and Communications Assistant and their work tasks.
 - Performs a variety of supervisory tasks including interviewing candidates, recommending person(s) to be hired, work assignments, scheduling, conducts performance appraisals and disciplinary matters.
 - Prepares and manages the administrative office budget.
 - Keeps the Administrative Services Director informed of financial activities and concerns.

CITY CLERK

- Provides City Council support
 - Coordinates preparation and distribution of agenda information for City Council meetings.
 - Performs duties delegated by the City Administrator including attendance at public meetings, legal notices, preparation of public meeting minutes, resolutions, ordinances, bid openings and other duties as assigned.
- Oversees data practices duties, acts as the City's Data Compliance Official and performs duties relating to records management, ensuring compliance with the State Records Retention Schedule and Minnesota Government Data Practices Act.
- Coordinates elections
 - Oversees the function of public elections and all related processes.
 - Hires, trains, and supervises election judges and makes determinations on the proper staffing allocations to meet the City's election needs.
- Coordinates the City's Communications strategies, works with the City Administrator and Administrative Services Director to compose and execute a communications strategy and guides the creation of City's digital and non-digital communication.
- Performs other duties and activities as assigned.

Minimum Qualifications:

Associate degree in business, accounting, public administration or closely related field and three years of work experience, or five years of experience in a progressively responsible administrative position. Minnesota Clerks and Finance Officers Association certification or ability to obtain within 3 years of commencing employment and proof of continuing, annual certification.

Desired Qualifications:

Two+ years of experience as a city clerk or deputy city clerk for a municipal government. Experience managing or assisting with the management of federal, state, and local elections. Experience supervising full-time employees.

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

- Customer service skills including demonstrated ability to build positive relationships with employees and managers.
- Knowledge of the functions and responsibilities of City Departments, staff, and key community members.
- Knowledge of public information laws, rules, and regulations applicable to City government.
- Knowledge of and ability to operate accounting software and standard office software, including strong Excel skills sufficient to manipulate data, draft reports, and maintain records.
- Ability to analyze and resolve problems.
- Ability to perform research, assemble information, and prepare reports and studies.
- Ability to exercise initiative, discretion, and independence of judgment.
- Ability to work effectively under pressure and to competently handle numerous diverse tasks in a single time-period.
- Ability to plan and perform duties with minimal supervision.
- The ability to work independently and to prioritize work requests; ability to plan coordinate and prioritize workload to meet project deadlines.

CITY CLERK

- Verbal and high-level written communication skills sufficient to effectively present information and respond to questions from a wide variety of audiences, and reading comprehension skills sufficient to read, understand and interpret complex and varied work-related materials.
- Knowledge of data privacy laws and ability to maintain highest confidentiality when dealing with sensitive or private information.
- Knowledge of city computer systems, county programs, and the city financial processes.
- Knowledge of and ability to operate standard office software sufficient to manipulate data, draft reports and maintain records.
- Customer service skills including demonstrated ability to build positive relationships with employees and managers.
- Ability to analyze and resolve problems.
- Ability to work independently and to prioritize work requests.
- Ability to maintain private and confidential material, documents, and communications.
- Ability to perform work requiring a high degree of concentration and judgment in interpreting practices and procedures to solve problems.
- Verbal and high-level written communication skills sufficient to effectively present information and respond to questions from a wide variety of audiences, and reading comprehension skills sufficient to read, understand and interpret complex and varied work-related materials.
- Ability to work with neighboring cities, agencies, and outside professional organizations to continue to learn and bring efficiencies within our organization.
- Ability to work with initiative without direct supervision.

Physical and Mental Requirements:

Physical effort is light, with lifting or carrying up to 25 pounds intermittently. Report preparation and word processing will at times require extended use of a keyboard. Work interruptions are frequent.

Working Conditions:

Work is performed in a normal office environment. Attendance at evening meetings is required. Work may involve dealing with and calming individuals who are emotionally charged over an issue.

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

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

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

Employee Signature and Date:

Supervisor and / or Department Head Signature and Date:

STAFF REPORT

Agenda Item: 9a.

Council Meeting April 11, 2024	Prepared By Jay Tobin/Michelle Friedrich
Topic Organics Recycling	Action Required Direction

Summary

At the March 28 Council meeting, Hennepin County Composting and Organics Recycling Specialist Kira Berglund, Alison Cameron from the Minnesota Pollution Control Agency (MPCA), and Matt Herman from Republic presented the different requirements for organics recycling for County, State, and provider levels.

Recycling statutes were implemented in the early 2000's through State legislation, with implementation by the (MPCA) over the last 20 years, with recent compliance requirements at the County and local government level for organics recycling. Hennepin County's Ordinance 13 included three compliance options for cities in Hennepin County. The three options include:

1. The city provides an organic recycling drop-off site for residents to use.
2. The city offers curbside organics recycling collection for all residents through a single provider under contract with the City.
3. The city requires haulers to each provide curbside organics recycling to residents, when requested. The organics recycling fee may vary from hauler to hauler.

At the January 11, 2024, Council meeting, it was brought to staff's attention that community members were billed by Republic for organics collection though residents did not sign up to participate. Staff investigated the issue and learned some of Republic's customers had requested organics recycling service, and under Hennepin County's Chapter 13 requirements, a solid waste hauler must charge all customers equally for organics recycling service, whether customers are participating in the service or not. In January 2022, the city implemented an ordinance requiring all solid waste haulers to be licensed with the requirement that all solid waste haulers offer organics recycling to residents in Corcoran.

Because of the City Ordinance 117, specifying all haulers are required to offer organics recycling, Republic billed its solid waste collection customers an organics processing fee effective January 2024 in the first quarter, to stay in compliance with City Ordinance 117, and with Hennepin County Ordinance 13. Presently, other licensed residential waste haulers have not been asked by customers to provide the organics recycling service, so they do not provide or charge customers an organic recycling fee. With the present City Ordinance 117 in place, should any customer of another provider request curbside organics collection, that provider will be obligated to offer it and will have to charge all its customers equally for the service.

Upon discussion with numerous entities regarding organics recycling, Hennepin County Ordinance 13 currently offers an exemption to the curbside organics collection mandate if a fourth-class city sets up and offers to residents an organics collection site within its boundaries (or in conjunction with a neighboring city, upon the approval of the County). If

the City provides for such a site, the City need not require curbside organics collection, and haulers would not be prohibited from providing curbside service, but they would not be mandated to do so. Therefore, customers could select a provider that fits their individual needs.

The City Council is empowered to amend City Code Chapter 117 and remove the requirement for solid waste haulers to offer organics recycling, and approach and seek qualification for a city-initiated organics drop off site. With the decision to pursue the exemption, Council will need to consider the current seven residents who have requested organics recycling from their current provider, as even with the exemption, all solid waste haulers must charge all customers for curbside organics if the service is provided to any of its customers 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”.

If the City chooses not to provide an organics drop-off site, it must decide if it prefers to negotiate a city-wide organics collection rate with a provider or continue with the status quo. Through SCORE funding, an organic drop-off bin would be cost-effective option as a majority of the SCORE funding would cover the drop-off bin cost. A city-wide organics collection model would secure a more favorable rate for the service but would impose the cost on all residents of the city. The present status quo temporarily allows certain customers to continue to avoid paying the organics processing waste fee but would change if any customer requests the service from a provider that is not offering the service presently.

Options

1. Establish an organic recycling collection site to meet the Hennepin County Ordinance (locally or with a neighboring community). Amend City Code Chapter 117 to remove the organics collection mandate for all licensees. Providers would no longer be obligated to offer organics collection and could decline to do so. Residents who do not want to pay for organics collection would select a provider that does not offer the service. Residents who want to participate in organics recycling would bring their organics to the organic drop off bin established by the City. This option also allows for part of the cost to be covered by SCORE grant funding. Quotes attached.
2. Contract for curbside organics recycling with our current recycling provider to negotiate a municipal rate. All residents would be offered organics collection service, and all would be charged the same fee. The cost to all residents would be regulated through an amended or new contract. Amend City Code Chapter 117 to remove the organics recycling collection mandate from licensees and implement a city-wide organic recycling contract.
3. Contract for curbside organics recycling through a Request for Proposal process. The selected provider would offer the service to all residents of the city at a fixed price. The cost to all residents would be regulated through this contract. Amend City Code Chapter 117 to remove the organics recycling collection mandate from licensees.
4. Continue to mandate all haulers offer curbside organics recycling. If a solid waste hauler customer requests to participate in curbside organics recycling, all customers of that hauler will be charged for organics recycling.

Financial/Budget

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

Council Action

Direct staff on an option.

Attachments

1. Proposed Ordinance 2024-520 amending City Code Chapter 117
2. Proposed 2024-521 Summary Ordinance of 2024-520
3. Revised Solid Waste Hauling License Application
4. Quotes for Organics Recycling Bin (Quotes provide the week of April 8 with hard copies provided on April 11)
5. Hennepin County Ordinance 13
6. Minnesota State Statute § 115A.93
7. Minnesota State Statute § 410.01
8. City Recycling Contract 2022-2024

ORDINANCE NO. 2024-520

Motion By:
Seconded By:

AN ORDINANCE REGULATING SOLID WASTE COLLECTION

THE CORCORAN CITY COUNCIL ORDAINS AS FOLLOWS:

Chapter 117. Solid Waste Collection

117.01: Purpose

The City Council finds that it is in the best interests of the health and safety of the residents of Corcoran to mandate that all residential and other generators of waste in the city provide for disposal thereof as set forth in this section. Disposal of waste in accordance with this section will help to ensure that waste is disposed of properly and promptly and will help to avoid the potential health and safety risks to residents and persons in the City caused by improper disposal or lack of disposal of waste. ~~Further, the city finds that the licensing of solid waste haulers will assist the city in providing for the orderly and timely removal of inorganic, organic, and solid waste.~~

117.02: Definitions

The terms "construction debris", "hazardous waste", "mixed municipal solid waste", "solid waste" and "yard waste" shall have the meanings given to them in Minnesota Statutes, sections 115A.03 and 116.06, unless the context clearly indicates to the contrary.

117.03: Solid waste storage and disposal requirements

Subd. 1 Storage. Each residential household is responsible for preventing the accumulation of solid waste on property occupied by the household. On the designated day of pickup, all solid waste must be set out in a designated container as described in Subd. 2 of this section for collection. Each household shall contain its solid waste in the designated container. Each container shall be placed as instructed by the collector along the street, sidewalk, or roadside for arranged collection.

Each commercial, industrial, or institutional generator of solid waste shall prevent the accumulation of solid waste on their property. Such storage shall be in containers like those used by residential households, except that dumpsters with close-fitting covers may be substituted.

Subd. 2 Container Required. All solid waste shall be stored in containers which shall be watertight and shall have tight-fitting lids. All containers shall be maintained in a clean and sanitary manner. Any solid waste which by its size or bulk cannot be stored in a container shall be secured to the ground in such a manner to prevent the scattering of the waste by animals or wind.

117.04: Collection And Removal of Solid Waste and Other Waste

Subd. 1 License Required. No person shall act as a solid waste hauler in the City without first obtaining the appropriate license issued by the City. Any person desiring a license to collect solid waste in the City shall submit a completed license application form along with the license fee and certificate of insurance required in Section 117.05 hereof.

ORDINANCE NO. 2024-520

Subd. 2 Contracted Provisions. The city may enter into contracts for the collection of recyclable materials **and to include organics recyclables and waste**, from residential households or other generators.

117.05: Requirements For License

Subd 1. License Fee. Payment of the license fee as prescribed from time to time by the City Council shall be required prior to issuance of such license.

Subd 2. Insurance. Before a solid waste hauler license shall be issued, the applicant shall carry and file insurance certificates with the City showing proof of workers' compensation insurance (including employer's liability insurance), commercial general liability insurance, and automobile liability insurance in accordance with the minimum requirements set forth below. The City, including its elected and appointed officials, employees, and agents, shall be named as an additional insured in all such policies with the exception for workers' compensation insurance.

1. *General Liability.* The applicant agrees to maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, limited pollution liability, personal injury, advertising injury, and contractually assumed liability.

2. *Automobile Liability.* The applicant shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.

3. *Workers' Compensation.* The applicant agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The applicant shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The applicant's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the applicant's performance under its license with the City.

The applicant's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

Subd 3. Minimum Services. Before a solid waste hauler license may be issued, an applicant shall provide the following minimum services at a price indicated on the application form:

1. Residential Dwellings.

a. Weekly collection of garbage and other refuse to be disposed of at a proper waste disposal site.

~~b. Collection of organics recyclables and waste to be disposed of according to law not less than at a monthly interval. A single collection site will be available to residents to dispose of organics recyclables and waste with site location determined by the City.~~

~~b.d.~~ Monthly collection of special waste to be disposed of according to law.

~~c.e.~~ Walk-up service for those customers who request it.

ORDINANCE NO. 2024-520

2. Multiple Residential Dwellings and Commercial Establishments.

a. Weekly collection of garbage and other refuse to be disposed of at a licensed waste disposal site.

~~b. Collection of organics recyclables and waste to be disposed of according to law not less than at a monthly interval. A single collection site will be available to residents to dispose of organics recyclables and waste with site location determined by the City.~~

~~be.~~ Monthly collection of special waste to be disposed of according to law.

Subd 4. Schedule of Rates. Before a solid waste hauler license shall be issued, the applicant shall file a schedule of rates to be charged during the licensing period for which the application is made. Every licensee shall provide written notification to the City and the licensee's customers at least sixty (60) days in advance of any change in rates to be implemented during the license period.

Subd. 5. Organics Collection. In lieu of requiring haulers to offer residential organics collection services, the City will establish a single organics collection site and make it available to residents to dispose of organics recyclables and waste. The City may, by amendment to this ordinance, require licensed haulers to provide organics collection services in the future.

117.06: Expiration of License

All licenses shall expire annually on December 31.

117.07: Revocation

A licensee's failure to comply with the provisions of this Section or any of the conditions attached to the license shall be grounds for license revocation without refund of the license fee. A city's action to revoke a license shall in no way limit the City's authority to enforce the terms of this ordinance or exercise any other remedy available to the City at law or in equity.

117.08: Hauler's Equipment

Licensees shall use equipment constructed so that the solid waste material shall not leak or spill during transport to the disposal site. The equipment shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street stand in any street or public place longer than is necessary to collect the solid waste materials. The licensee shall also ensure that the collection site is left free of litter.

117.09: Report to City

Licensees shall submit to the City an annual report summarizing their business in the City on a form provided for such a purpose. Upon request, the licensee shall provide documentation supporting the data reported to the city.

117.10: Collection Required

Every single residential dwelling, multiple residential dwelling, commercial establishment, and any other establishment generating solid waste shall make arrangements for the collection and disposal of solid wastes with a hauler licensed to do business in the City. Exceptions may be approved by the City Council for environmentally sound alternatives.

117.11: Residential Dwelling Zones

ORDINANCE NO. 2024-520

The City shall be divided into zones by the City Council for solid waste collection from residential dwellings. The entire City may be declared by the Council to be a single zone. Solid waste from those residential dwellings within each zone shall be collected on the same day.

Commented [MF1]: What are our zones?

117.12 Date and Time of Collection

Licenses may only collect solid waste on Tuesdays unless the City Council specifically authorizes collection on another day. Council authorization for a different day of collection may be specific to a licensee(s), and the authorization shall not apply to other haulers, unless specifically permitted by the City Council. Collection of solid waste shall occur only during the following times: 7:00 a.m. -- 6:00 p.m.

117.13: Non-Compliance.

Subd. 1 Proper Disposal. No person shall deposit or allow the deposit of solid waste from any source in any place other than a sanitary landfill or other county-designated facility. The discarding of solid waste, construction debris, hazardous waste, yard waste, organics, or recyclable materials on any street, alley, drive, park, playground, or other public place or on any vacant lot shall constitute violation of this section whether it is discarded by the individual upon whose premises the material originates or by some other person or collector, licensed or unlicensed.

Subd. 2 Failure to Dispose. It shall be unlawful for any person, firm, or corporation to fail to dispose of solid waste or other waste which may be or which may accumulate upon property owned or occupied by the generator in a sanitary manner.

117.14 Enforcement.

Violations of the provisions of this ordinance shall be a misdemeanor. Further, any person or entity who performs or directs the performance of solid waste hauler activities within the City without obtaining and adhering to the terms of the license required by this Section shall be guilty of a misdemeanor. Every day in violation shall constitute a separate offense. The city may also seek enforcement of this ordinance through civil judicial remedy including, but not limited to, injunction and mandamus. Any costs incurred by the City in enforcing the provisions of this ordinance, including reasonable attorneys' fees, shall be the responsibility of the party in violation. Those such costs which are attributable to a specific property within the city, and which are invoiced and remain unpaid may be assessed against the property in the same manner as are other unpaid fees.

This Ordinance shall be in full force and effect beginning April 11, 2024.

ADOPTED by the City Council on the 11th day of April 2024.

VOTING AYE

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

VOTING NAY

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

Tom McKee – Mayor

City of Corcoran
County of Hennepin
State of Minnesota

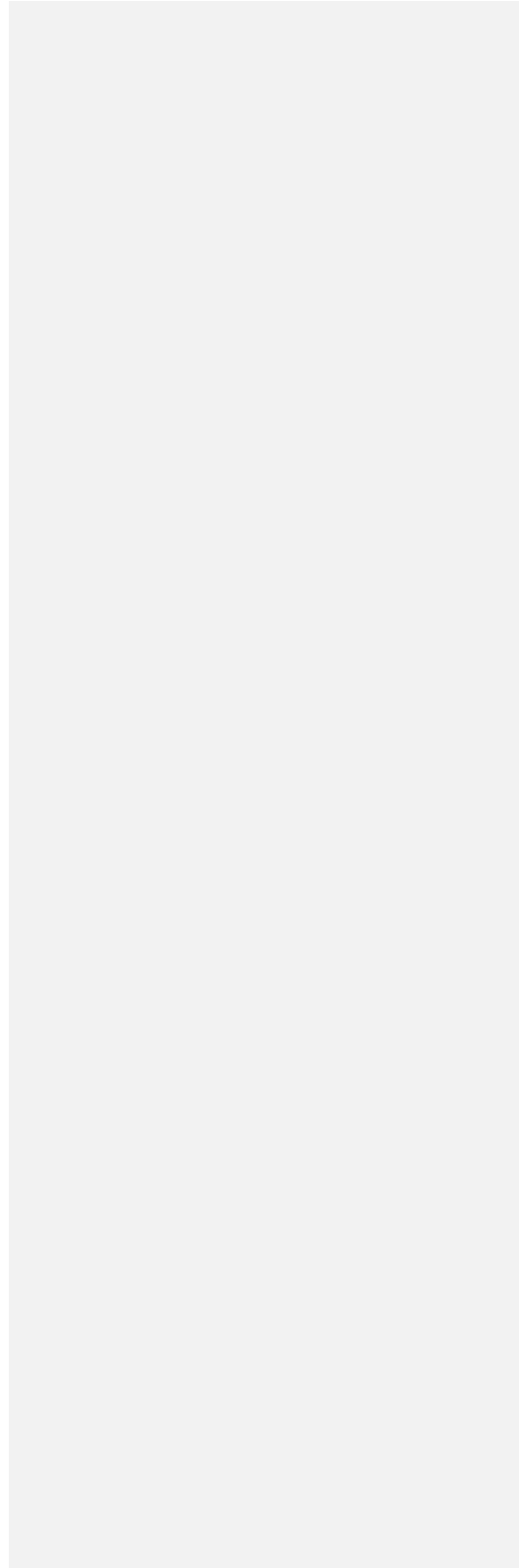
April 11, 2024

ORDINANCE NO. 2024-520

ATTEST:

Michelle Friedrich – City Clerk

City Seal



ORDINANCE NO. 2024-520

Motion By:
Seconded By:

AN ORDINANCE REGULATING SOLID WASTE COLLECTION

THE CORCORAN CITY COUNCIL ORDAINS AS FOLLOWS:

Chapter 117. Solid Waste Collection

117.01: Purpose

The City Council finds that it is in the best interests of the health and safety of the residents of Corcoran to mandate that all residential and other generators of waste in the city provide for disposal thereof as set forth in this section. Disposal of waste in accordance with this section will help to ensure that waste is disposed of properly and promptly and will help to avoid the potential health and safety risks to residents and persons in the City caused by improper disposal or lack of disposal of waste. Further, the city finds that the licensing of solid waste haulers will assist the city in providing for the orderly and timely removal of **inorganic, organic, and solid** waste.

117.02: Definitions

The terms "construction debris", "hazardous waste", "mixed municipal solid waste", "solid waste" and "yard waste" shall have the meanings given to them in Minnesota Statutes, sections 115A.03 and 116.06, unless the context clearly indicates to the contrary.

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ORDINANCE NO. 2024-520

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1. **General Liability.** The applicant agrees to maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, limited pollution liability, personal injury, advertising injury, and contractually assumed liability.
2. **Automobile Liability.** The applicant shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.
3. **Workers' Compensation.** The applicant agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The applicant shall also carry Employers' Liability Coverage with minimum limits as follows:
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The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The applicant's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the applicant's performance under its license with the City.

The applicant's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

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d. Monthly collection of special waste to be disposed of according to law.

e. Walk-up service for those customers who request it.

ORDINANCE NO. 2024-520

2. Multiple Residential Dwellings and Commercial Establishments.

a. Weekly collection of garbage and other refuse to be disposed of at a licensed waste disposal site.

~~b. Collection of organics recyclables and waste to be disposed of according to law not less than at a monthly interval. A single collection site will be available to residents to dispose of organics recyclables and waste with site location determined by the City.~~

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117.06: Expiration of License

All licenses shall expire annually on December 31.

117.07: Revocation

A licensee's failure to comply with the provisions of this Section or any of the conditions attached to the license shall be grounds for license revocation without refund of the license fee. A city's action to revoke a license shall in no way limit the City's authority to enforce the terms of this ordinance or exercise any other remedy available to the City at law or in equity.

117.08: Hauler's Equipment

Licensees shall use equipment constructed so that the solid waste material shall not leak or spill.

during transport to the disposal site. The equipment shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street stand in any street or public place longer than is necessary to collect the solid waste materials. The licensee shall also ensure that the collection site is left free of litter.

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Licensees shall submit to the City an annual report summarizing their business in the City on a form provided for such a purpose. Upon request, the licensee shall provide documentation supporting the data reported to the city.

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The City shall be divided into zones by the City Council for solid waste collection from residential dwellings. The entire City may be declared by the Council to be a single zone. Solid waste from those residential dwellings within each zone shall be collected on the same day.

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ORDINANCE NO. 2024-520

be specific to a licensee(s), and the authorization shall not apply to other haulers, unless specifically permitted by the City Council. Collection of solid waste shall occur only during the following times: 7:00 a.m. -- 6:00 p.m.

117.13: Non-Compliance.

Subd. 1 Proper Disposal. No person shall deposit or allow the deposit of solid waste from any source in any place other than a sanitary landfill or other county-designated facility. The discarding of solid waste, construction debris, hazardous waste, yard waste, organics, or recyclable materials on any street, alley, drive, park, playground, or other public place or on any vacant lot shall constitute violation of this section whether it is discarded by the individual upon whose premises the material originates or by some other person or collector, licensed or unlicensed.

Subd. 2 Failure to Dispose. It shall be unlawful for any person, firm, or corporation to fail to dispose of solid waste or other waste which may be or which may accumulate upon property owned or occupied by the generator in a sanitary manner.

117.14 Enforcement.

Violations of the provisions of this ordinance shall be a misdemeanor. Further, any person or entity who performs or directs the performance of solid waste hauler activities within the City without obtaining and adhering to the terms of the license required by this Section shall be guilty of a misdemeanor. Every day in violation shall constitute a separate offense. The city may also seek enforcement of this ordinance through civil judicial remedy including, but not limited to, injunction and mandamus. Any costs incurred by the City in enforcing the provisions of this ordinance, including reasonable attorneys' fees, shall be the responsibility of the party in violation. Those such costs which are attributable to a specific property within the city, and which are invoiced and remain unpaid may be assessed against the property in the same manner as are other unpaid fees.

This Ordinance shall be in full force and effect beginning April 11, 2024.

ADOPTED by the City Council on the 11th day of April 2024.

VOTING AYE

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

VOTING NAY

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

Tom McKee – Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal

City of Corcoran
County of Hennepin
State of Minnesota

April 11, 2024

ORDINANCE NO. 2024-521

**Motion By:
Seconded By:**

SUMMARY OF ORDINANCE NO. 2024-520

AN ORDINANCE REGULATING SOLID WASTE COLLECTION

Chapter 117 Solid Waste Collection of the City Code of the City of Corcoran, Minnesota, is hereby amended to remove the requirement for solid waste haulers to offer organics recycling.

A printed copy of the complete ordinance is available for inspection by any person at City Hall during the City Clerk’s regular office hours.

VOTING AYE

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

VOTING NAY

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

Whereupon, said Ordinance is hereby declared adopted on this 11th day of April, 2024.

Tom McKee - Mayor

ATTEST:

Michelle Friedrich – City Clerk

City Seal



SOLID WASTE HAULERS LICENCE APPLICATION

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

Important Information

Materials Required for License

- Solid Waste Hauler Application
 - License Fee \$75.00
- Certificate of General Liability Insurance - Listing the City as an Additional Insured

License Information and Process

Licenses are effective January 1 to December 31. The application materials shall be submitted for review and will be brought to the City Council for approval of the license. The license fee may be paid to the City of Corcoran by credit card, cash, or check. The fee is nonrefundable. The license is not transferable and issued through December 31, unless revoked.

Hauling, of any material, shall be conducted on Tuesdays **between the hours of 7:00AM-6:00PM**. No hauler shall collect on any other day of the week, except to collect a missed pick up, a special pick up, when a holiday falls on a collection day, or missed collection due to inclement weather.

The City does not currently mandate that haulers provide organic materials collection service to residential solid waste hauling customers, however, the City reserves the right to require licensees to provide the service and file an end of year report with the City.

Effective January 1, 2022, residential haulers will be required to provide organic materials collection service to residential solid waste hauling customers. Each licensed solid waste hauler must file an end of year report with the City.

Hauler Information

Legal Corporate Name of Business	Business Telephone Number
DBA (<i>doing business as name if applicable</i>)	Customer Service Telephone Number
Business Address	
Business City/State/Zip	
Mailing Address	
Mailing City/State Zip	
Business Website	Customer Service Email
Minnesota Tax ID Number	Federal Tax ID Number
Type of Legal Organization: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	Date and State of Incorporation:

Are you registered to do business in the state of Minnesota? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Service Information	
Indicate which services will be provided:	
Trash: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organics (Required with Garbage Hauling): <input type="checkbox"/> Yes <input type="checkbox"/> No	
Construction or Debris Removal: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Roll Off: <input type="checkbox"/> Yes <input type="checkbox"/> No	
E-waste: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Yard Waste: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Document Shredding: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name(s) and location(s) where yard waste materials will be hauled.	
Name(s) and location(s) where refuse/garbage materials will be hauled.	
Name(s) and location(s) where organics materials will be hauled.	
Applicant Information	
Applicant Name _____	
<i>The applicant will be the person responsible for receiving notices, administrative or criminal, sent by the City to the licensee.</i>	
Phone: _____	Email: _____
Is Applicant the owner and operator of the business <input type="checkbox"/> Yes or <input type="checkbox"/> No If no, please identify name and address of the owner/operator _____	
-	
<i>The applicant acknowledges that (1) this application is made and all services will be provided pursuant and subject to all laws of the State of Minnesota, the ordinances and regulations of the City (2) the applicant has answered all questions in a true and correct manner to the best of the applicant's knowledge and belief;</i>	
<i>The Applicant will be the person responsible for receiving any notices sent by the City to the Licensee.</i>	
Signature of Applicant	Date



SOLID WASTE HAULERS LICENCE APPLICATION

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 763-420-2288
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Important Information

Materials Required for License

- Solid Waste Hauler Application
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Hauling, of any material, shall be conducted on Tuesdays **between the hours of 7:00AM-6:00PM**. No hauler shall collect on any other day of the week, except to collect a missed pick up, a special pick up, when a holiday falls on a collection day, or missed collection due to inclement weather.

~~Effective January 1, 2022, residential haulers will be required to provide organic materials collection service to residential solid waste hauling customers. Each licensed solid waste hauler must file an end of year report with the City.~~

Hauler Information

Legal Corporate Name of Business	Business Telephone Number
DBA (<i>doing business as name if applicable</i>)	Customer Service Telephone Number
Business Address	
Business City/State/Zip	
Mailing Address	
Mailing City/State Zip	
Business Website	Customer Service Email
Minnesota Tax ID Number	Federal Tax ID Number
Type of Legal Organization: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	Date and State of Incorporation:
Are you registered to do business in the state of Minnesota? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Service Information	
Indicate which services will be provided:	
Trash: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organics (Required with Garbage Hauling): <input type="checkbox"/> Yes <input type="checkbox"/> No	
Construction or Debris Removal: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Roll Off: <input type="checkbox"/> Yes <input type="checkbox"/> No	
E-waste: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Yard Waste: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Document Shredding: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name(s) and location(s) where yard waste materials will be hauled.	
Name(s) and location(s) where refuse/garbage materials will be hauled.	
Name(s) and location(s) where organics materials will be hauled.	
Applicant Information	
Applicant Name _____	
<i>The applicant will be the person responsible for receiving notices, administrative or criminal, sent by the City to the licensee.</i>	
Phone: _____	Email: _____
Is Applicant the owner and operator of the business <input type="checkbox"/> Yes or <input type="checkbox"/> No If no, please identify name and address of the owner/operator _____	
-	
<i>The applicant acknowledges that (1) this application is made pursuant and subject to all laws of the State of Minnesota, the ordinances and regulations of the City (2) the applicant has answered all questions in a true and correct manner to the best of the applicant's knowledge and belief;</i>	
<i>The Applicant will be the person responsible for receiving any notices sent by the City to the Licensee.</i>	
Signature of Applicant _____	Date _____

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*

**City of Corcoran
HENNEPIN COUNTY, MINNESOTA**

CONTRACT FOR RESIDENTIAL RECYCLING SERVICES

This Contract for Residential Recycling Services (this “Contract”) is made as of the **First Day of January, 2022** and is by and between The City of Corcoran, a Minnesota municipal corporation, (the “City”) and Randy’s Sanitation, LLC, a Minnesota limited liability company (“Contractor”), with an office at 4351 U.S. Hwy 12 SE, PO Box 169 Delano, MN 55328.

The City and Contractor agree as follows:

SECTION 1. PURPOSE:

The purpose of this Contract is to establish a recycling project for the collection of recyclable materials from residents of the City.

SECTION 2. DEFINITIONS:

“RECYCLABLE MATERIALS” means newsprint, corrugated cardboard, glass, aluminum, steel and “tin” cans, plastic containers and lids #1 through #5, and other materials as mutually agreed upon by the City and Contractor.

SECTION 3. SERVICES TO BE PERFORMED:

- A. Bi-Weekly with alternating week schedule as agreed between contractor and Corcoran, the contractor shall collect all recyclable materials for collection from residents in the City commencing on **January 1, 2022**, and continuing as agreed upon for every month during the term of this Contract.
- B. The Contractor shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter so that the monthly schedule shall be completed regardless of a holiday. The Contractor shall be responsible for communicating to residents any schedule changes due to State of Minnesota legal holidays.

SECTION 4. TERM OF CONTRACT:

- A. The term of this Contract shall be **January 1, 2022** through **December 31, 2024**.
- B. Contract may be re-bid or re-quoted at the end of the contract.

SECTION 5. PREPARATION FOR COLLECTION:

- A. All occupants of residential properties in the City who participate in the recycling project will be directed to separate and store recyclable materials in containers provided by the Contractor. Contractor shall maintain sufficient cart inventory of various sizes to meet supply and demand needs for the entire term of this Contract. The standard container size shall be approximately 60 gallons or greater. The containers shall be consistent and uniform in color and design and have a recycling symbol and be easily identified by the resident/customer and Contractor’s employees as the container for recyclable materials collection. Other container labeling requirements will be implemented as needed if required by County Grant Agreements. Additional containers will be provided at no extra charge to residents who request them.
- B. Participants shall be advised that containers in which recyclable materials have been stored shall be placed upon the boulevard area of the street in front of the homeowner’s residence for collection. Containers shall be placed for collection by 6:00am on the scheduled day of collection. The City shall communicate to residents/customers specific sorting and setout requirements, however, the City and Contractor may collaborate on additional communications to implement collection protocols proposed by Contractor and approved by the City. The drivers of Contractor’s collection vehicles shall record and report to Contractor the location of any container that is damaged and that container shall be repaired or replaced by Contractor within one week of the report of damage or destruction.
- C. All recyclable materials placed for collection shall be owned by and be the responsibility of the occupants of each residential property until said materials are handled by the Contractor. Upon handling of the containers and recyclable materials by the Contractor, the recyclable materials become

the property and responsibility of the Contractor.

SECTION 6. CONTRACTOR'S EQUIPMENT

- A. All vehicles used by Contractor in picking up the recyclable materials from the residential properties shall be painted and marked uniformly and shall be identified on both sides of the cab. Broom and shovel in good usable condition shall be placed and maintained on each truck.
- B. The Contractor shall make all collections of recyclable materials in vehicles with closed tops on the load portion of the trucks so that contents will not spill, blow out or leak there from. All of the contractor's receptacles and vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect recyclable materials.
- C. The Contractor shall keep all equipment used in the performance of the work required by this contract in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle at least twice each month or before each collection unless the same has not been used since the last washing thereof. All of the Contractor's equipment is subject to periodic inspection by the City.
- D. All collection vehicles used in performance of the contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota Statutes. Each collection vehicle shall be equipped with the following:
 1. Two-way communications device.
 2. First aid kit.
 3. An approved 2A10BC Dry Chemical Fire Extinguisher.
 4. Warning flashers.
 5. Warning alarms to indicate movement in reverse.
 6. Signs on the rear of the vehicle which states "**This Vehicle Makes Frequent Stops**".
 7. Clear identification of Contractor's name and telephone number on both sides of the vehicle.

SECTION 7 PERSONNEL REQUIREMENTS

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this Contract. Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices. Additionally, Contractor shall provide a fully staffed customer service department that is available to take any and all customer calls from 8:00 to 5:00 and an email address that can be used to send notifications 24 hours a day. City staff will have the direct cell phone information for our municipal sales team who will be available anytime should immediate service needs arise.

Contractor's personnel will be trained both in program operations and in customer service and ensure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c) Be clean and presentable in appearance, as so far as possible.
- d) Wear a uniform and employee identification badge or name tag.
- e) Drive in a safe and considerate manner.
- f) Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back in its curbside location so as to avoid spillage and littering or damage to the container.
- g) Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h) Avoid damage to property.

- i) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
- j) Be in possession of a valid MN CDL if an individual's duties include driving a commercial vehicle.

SECTION 8. CONTRACTOR'S OPERATIONS:

- A. Contractor shall ensure that all residents receiving single-stream collection service will be collected at least once every two weeks on a consistent day of the week, as approved by the City. Collection shall commence no earlier than 7:00 a.m. and be completed no later than 6:00 p.m. on the scheduled day of collection (all times are Central Standard Time).
- B. The Contractor shall establish and maintain an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00am and 5:00pm Monday through Friday. Any changes in address and telephone number of the office shall be given to the City in writing at least ten working days prior to such change. The address of the office as of the execution of this contract is 4351 U.S. Hwy. 12 SE PO Box 169 Delano, MN 55328. The telephone number is 763-972-3335.
- C. Complaints on service will be taken and collected by the City in addition to those received at the Contractor's office. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the Contractor and reported monthly to the City. All complaints shall be answered by the Contractor courteously and promptly.
- D. Whenever the City or a resident participant notifies the Contractor of locations which have not received scheduled service, the Contractor is required to service such locations before 7:00pm of the same day if notified prior to noon. When notified after noon, the Contractor shall service such locations not later than 12:00pm of the following day.
- E. Except for municipal facilities, all recyclable material collection service shall occur at the curbside. The Contractor's employees shall handle all containers with reasonable care to avoid damage, shall replace all containers in an upright position and shall immediately clean up and dispose of any recyclable materials which may have fallen out of a container.
- F. The performance of the contract shall be done by Contractor with staff which are adequate to insure the satisfactory collection and disposal of the recyclable materials at all times. Contractor's failure to perform may be temporarily excused by extreme adverse conditions of weather, breakdown, and similar hindrances which are outside of Contractor's control and not attributable to Contractor's negligence or failure to adequately plan, staff, or maintain equipment (such hindrances those of "Force Majeure" herein). In the event of the occurrence of a qualifying incident of Force Majeure, collections may be reasonably postponed. Upon postponement, collection shall be made on a day agreed upon between Contractor and the City.
- G. The Contractor shall certify that the materials collected are delivered to a recycling processing center. Materials found to be land filled will be in violation of this Contract and cause the City to consider termination of this Contract.
- H. If Contractor determines that a resident has set out unacceptable or non-targeted recyclable materials, Contractor's employees shall follow the procedures below:
 - 1. Driver Education Tag. Contractor shall leave the non-targeted materials in the resident's curbside recycling bin and leave a City-approved "education tag" indicating acceptable materials and the proper method of preparation.
 - 2. Recording Addresses with Unacceptable Materials. Contractor shall record the address on forms acceptable to the City and report the address to the City according to section 11 and as needed to comply with County Grant agreements.
- I. Contractor will keep accurate records consisting of an approved weight slip or electronic equivalent with the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed quarterly or semi-annually to obtain a tare weight. Paper or electronic versions of each weight ticket shall be maintained on file by Contractor for at least three years in the event of an audit by the City.
- J. Contractor's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services. Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

- K. Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, Contractor shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to Contractor, invoiced to Contractor, or collected from Contractor's posted surety.
- L. Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins, which are damaged by Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-three (3) business days with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair or replacement damaged property within three (3) business days, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice. Contractor's failure to timely reimburse the City shall permit the City to deduct such costs owed from payment to be made to Contractor, collect from Contractor's posted surety, or collect via any other available means at law or in equity.
- M. Contractor will provide free recycling service, at least every other week at the City's municipal building, 8200 County Road 116; primary Public Works facility, 9100 County Road 19, secondary Public Works facility, 9525 Cain Road; and City Park, 20200 County Road 50 (seasonal use including Country Daze festival). In general, Contractor will provide carts (wheeled carts with lids, with approximately 60-gallons capacity) or other mutually agreed upon containers to facilitate that service. The carts shall be labeled by Contractor with appropriate stickers to identify the acceptable recyclable commodities.
- N. Contractor shall conduct its own promotions and public education to increase participation and improve compliance with City-specified resident preparation instructions. At a minimum, this shall include distribution of resident education tags to be left by curbside collection crews if any non-targeted material is rejected and left at the curb. Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature.
- O. In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue collection, processing and marketing of that particular material, Contractor shall give written notice to the City. The notice shall include information demonstrating the effort Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. At such conclusion, the City and Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. Contractor shall pay the costs of all disposal of any item collected that is deemed not recyclable by Contractor and the City due to lack of adequate market demand. The City and Contractor shall specify a date in the said written agreement to cease collection of the recyclable material in question. Contractor shall at all times be under a duty to minimize recyclable materials ending up in landfill or incineration. If such disposal becomes necessary, Contractor shall dispose of the materials at a facility specified in writing by the City or an alternative agreed upon by the City and Contractor.
- P. It is intended that all recyclable materials collected by Contractor will go to recycling markets to be manufactured into recycled content products. Contractor shall assure the City that adequate recyclable material processing capacity will be provided for material collected. Contractor must clearly specify the location(s) of its recyclable materials processing facility (or subcontractor's facility) where material collected from the City will be delivered and/or processed. Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclable materials collected from the City. Upon collection, the Contractor shall deliver the designated recyclable materials to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclable materials in a mixed municipal solid waste disposal facility.

Contractor shall further assure that all recyclable materials collected in the City are not landfilled, composted or incinerated except for process residuals. Subject to subsection (O) above, Contractor shall endeavor to dispose of no more than 7% of material (by weight) as process residuals as part of recyclable materials processing operations, and shall always maintain compliance with applicable law. Subject to subsection (O) above, no recyclable materials will be deliberately or negligently landfilled, composted or incinerated by Contractor without written authorization from the City and the Minnesota Pollution Control Agency / Office of Environmental Assistance.

SECTION 9. COMPENSATION:

The City accepts the Contractor rate of **\$ 4.50 per household** per month for the collection of recyclable materials from all City residents. The rate will increase 3.5% in year two and an additional 3.5% in year three. Contractor to provide on-site Document Destruction services to the City owned buildings at no charge. The Contractor will provide recycling services at City owned buildings and parks at no charge to the City. The Contractor is encouraged to negotiate independently with Maple Hills Estate as the recycle hauler and such services will not be billed to or by the City. The Contractor shall supply the City with a copy of the contract between Contractor and Maple Hills Estates, if any.

SECTION 10. BILLING RESIDENT USERS:

The Contractor shall be responsible for billing the residents directly for the recycling services. The amount to be billed to residents will be set annually by the Corcoran City Council. All cost billed to the owner of the benefitted property and not paid shall be specially assessed, annually, on those properties benefitted by the recycling services provided. The special assessment shall be done in accordance with the procedures outlined in Minn. Stat §429 and/or Minn. Stat §443.

SECTION 11. FILING OF REPORTS:

The Contractor shall submit a quarterly (or more often, if required by the City) summary report of recycling tonnages. Additionally, Contractor shall include in such reports:

- Number of curbside recycling “stops” (i.e., number of households with recyclables set out at the curb) per collection (i.e., weekly or bi-weekly stop count);
- Gross amounts of materials collected, by recyclable material;
- Net amounts of materials marketed, by recyclable material;
- Amounts stored, by recyclable material, with any notes as to unusual conditions;
- Amounts of process residuals disposed
- Composition of process residuals disposed.

Contractor shall also provide quarterly (or more often, if required by the City) reports to the City detailing the following:

- A list of all customer complaints, including a description of how each complaint was resolved.
- A list of all addresses where education tags were left for residents and why the tags were left.
- A list of all missed pick ups reported to Contractor.

SECTION 12. ACCESS TO RECORDS:

The Contractor shall permit the City to review its books, documents, papers, and records which are directly related to the performance of this Contract for the purpose of making an audit, and other examinations deemed necessary by the City.

SECTION 13. INSURANCE:

Prior to the commencement of this Contract, the contractor shall furnish the City a Certificate of insurance, approved by the City Attorney, showing that such insurance is in force. All blanket-form endorsements shall apply to both “bodily injury or death” and “property damage” coverage.

1. General Liability. Contractor agrees to maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, limited pollution liability (unless provided under a separate pollution liability policy), personal injury, advertising injury, and contractually liability.

2. Automobile Liability. Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.

3. Workers' Compensation. Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor shall have a valid Hennepin County Recycling License and meet all county and state requirements for recycling.

No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic un-amended and un-endorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a coverage expressly required in this contract, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease or death of any coverage under the contractual liability provision of the Contractor's general liability policy under this Contract. Compliance by the contractor with the fore-going requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Contract. The City, including its elected and appointed officials, employees, and agents, shall be named as Additional Insured via blanket-form endorsement on all policies except workers compensation and shall be listed on Page 2 of the Certificate. The policies referenced within the Certificate shall be primary and non-contributory as to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance pursuant to this Contract. The Certificate shall be supplemented with blanket-form endorsements providing that all policies, except workers compensation, may not be cancelled, non-renewed, or materially altered without 30 days' written notice to the City, or 10 days' written notice for non-payment of premium.

Contractor shall be responsible for providing the above language to its insurer.

SECTION 14. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses or expenses, including reasonable attorneys' fees, for which it may be held liable, to the extent directly or indirectly caused by the negligent acts or omissions of or the willful misconduct of the Contractor, its employees, agents or subcontractors. Contractor's indemnification obligations shall apply to Contractor's subcontractor(s) or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees that this indemnification obligation shall survive the completion, expiration, or termination of this Contract.

SECTION 15. PERFORMANCE AND PAYMENT BOND

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$25,000 or equal ("*equal*" may include a Letter of Credit from a banking institute approved by the City). This Contract shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

This Contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of this Contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

SECTION 16. TERMINATION:

The City shall have the right to terminate this Contract prior to the expiration of its term if in the City's opinion, there has been a breach of its terms by the Contractor; provided however, the City shall first provide Contractor with written notice of the alleged breach and a reasonable opportunity to cure such breach. Upon provision of such notice of breach and a reasonable opportunity to cure, the City may thereafter immediately, and without further obligation to Contractor, terminate this Contract.

SECTION 17. PENALTIES AND DAMAGES:

- A. Failure by the Contractor to perform under this Contract, may result in its termination and/or claims by the City for damages.
- B. In the event of breach of this Contract, or proven negligence by the Contractor, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorneys' fees incurred by the City in pursuing any of its rights under this contract.

SECTION 18. LIQUIDATED DAMAGES

In addition to any other remedies available to the City, the City may withhold and retain payment from Contractor, or collect from the bond (or substitute security) posted by Contractor pursuant to the terms of this Contract, in the amounts specified below as liquidated damages for failure of Contractor to fulfill its obligations herein. The following acts or omissions shall be considered a breach of contract and shall entitle the City to collect the corresponding liquidated damages amount:

- a) Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
- b) Failure to collect properly notified missed collections - \$250 per incident.
- c) Failure to provide quarterly and annual reports - \$100 per incident.
- d) Failure to complete the collections within the specified timeframes - \$100 per incident
- e) Failure to clean up from spills during collection operations - \$250 per incident
- f) Failure to report on changes in location of recyclable materials processing operations - \$250 per incident.

Contractor shall be liable for liquidated damages amount(s) upon determination of the City that performance has occurred that is not consistent with the provisions of the contract. The City shall notify Contractor in writing or electronically of each act or omission discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. Nothing in this section shall limit the City's right to terminate the contract with Contractor or exercise any other rights contained herein or within the contract.

The City may deduct the full amount of any damages from any payment due to the Contractor or invoice Contractor separately. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have in law or at equity.

Exceptions: For the purposes of this Contract, Contractor shall not be deemed to be liable for penalties where its inability to perform recycling collection service is the result of an event of Force Majeure, as herein defined.

Contractor may appeal any assessment of liquidated damages by providing written notice of the appeal to the City within 7 days' of receipt of such assessment. Failure to timely appeal such assessment shall waive any such appeal right. In the event of such an appeal, Contractor shall set forth the reasons for its dispute of the assessment and such appeal shall be either reviewed by the City Council or by a duly appointed hearing

officer, designated by the City to perform such review. The decision of the City Council or appointed hearing officer as to the imposition of the liquidated damages shall be final.

SECTION 19. SUCCESSORS AND ASSIGNS:

The Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Contract, except that the Contractor shall not assign or transfer any part of its interest in this Contract nor shall the Contractor assign any monies due, or to become due, without the City's written consent.

SECTION 20. AMENDMENT, MODIFICATION OR WAIVER:

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 21. SEVERABLE PROVISION:

Each provision, section, sentence, clause, phrase, and work of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 22. ENTIRE CONTRACT:

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties hereto after the date representations, agreements, or understandings not expressly set forth herein.

SECTION 23. CAPTIONS, HEADINGS OR TITLES:

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience or reference only and shall not constitute a part of this contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

SECTION 24. EQUAL OPPORTUNITY

During the performance of the executed contract, Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, national origin, or genetic information.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be cancelled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

SECTION 25. COMPLIANCE WITH APPLICABLE LAW, INTERPRETATION

In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of this Contract.

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within

the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of Contractor.

SECTION 26. RETENTION OF RECORDS, MINNESOTA GOVERNMENT DATA PRACTICES ACT

Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for three years after final disposition of such property.

Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality, and to cooperate with the City in meeting its obligations under the same. Contractor must immediately report to the City any requests from third parties for information relating to the Contract. The City agrees to promptly respond to inquiries from Contractor concerning data requests. Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from Contractor's unlawful disclosure or use of data protected under state and federal laws.

SECTION 27. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this contract shall be considered employees or sub-contractors of Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

SECTION 28. COUNTERPARTS

This Contract may be executed in any number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one instrument. For purposes of executing this Contract, facsimile or pdf of an electronically scanned signature shall be effective as originals.


IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written. **This Contract shall be effective solely** upon the signing of both the City of Corcoran and Contractor.

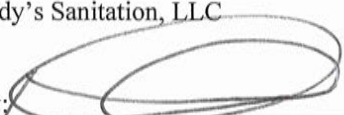
CITY:

CONTRACTOR:

CITY OF CORCORAN

Randy's Sanitation, LLC

By:  12/30/2021
Its Mayor Date

By:  01/05/2022
Brandon Schuler, General Manager Date

Attest:  12/30/2021
Corcoran Administrative Service Director Date

Council Meeting April 11, 2024	Prepared By Sgt. Ekenberg and Det. Tim Spellacy
Topic ALPR Cameras	Action Required Consider a motion to move forward with Flock Safety ALPRs throughout the city

Summary

In 2023 the council identified a goal to deploy automatic license plate readers (ALPR) for use by Police/Public Safety. The council reaffirmed the goal in 2024 while staff was conducting research into ALPR cameras.

Staff met with vendors, attended demonstrations, and met with neighboring agencies who currently use ALPR cameras. While researching vendors, staff reviewed features such as security of the information obtained by ALPR cameras, leasing versus buying ALPR cameras, IT related issues with set up and use of the cameras, and the remote nature of where some of the cameras would be located. Staff also learned that some vendors sell information acquired by ALPR cameras, which was not desirable.

Staff wanted the ability to extend the ALPR network by allowing HOA's or private businesses to deploy their own ALPR cameras with the option to integrate police department access.

Staff determined that leasing cameras would be the most beneficial as it would not require costly IT involvement and maintenance. Additionally, the vendor would be responsible for updating the hardware.

Based on the needs that were outlined, staff identified Flock Safety as the vendor that could best meet all of the concerns and requirements staff identified. The Flock program is being utilized by more than 32 agencies in Minnesota, including Medina, West Hennepin Public Safety, Orono and Rogers.

The key benefits of Flock Safety are that they charge an annual flat rate lease per fixed roadside camera of \$3,000.00 a camera, which is wireless, free of infrastructure setup, and has the option for solar or direct power. Flock also has portable ALPR cameras, at a cost of \$3,500.00 per year and are deployed by city staff for approximately one week between charges at locations that are determined to have increased criminal activity. Flock Safety utilizes Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection. The Flock lease program prevents the city from being burdened with maintaining costly equipment at the end of the agreement, which could require replacement. Flock Safety also does not sell any data collected by the cameras that would be installed in Corcoran.

Flock Safety reads license plates in real time and sends alerts directly to officers that are working. These alerts could be for stolen vehicles, registered owners with warrants, revoked driver's license status, attempt to locate, Amber alerts, silver alerts and more.

In looking at the community, we have identified 9 initial locations that would be ideal for alerting officers to potential issues entering the city. Staff has also identified additional camera locations where cameras could be useful.

The proposed initial locations are:

1. Co Rd 30 near Co Rd 101 – Westbound traffic
2. Co Rd 10 near Brockton – Westbound traffic
3. Co Rd 116 near Hackamore Rd – Northbound traffic
4. Co Rd 116 near Co Rd 117 - Southbound traffic
5. Co Rd 50 near Co Rd 19 - Eastbound traffic
6. Co Rd 30 near Co Rd 19 - Eastbound traffic
7. Co Rd 19 near St Hwy 55 - Northbound traffic
8. Co Rd 19 near Co Rd 117 – Southbound Traffic
9. Co Rd 10 near Co Rd 19 – Eastbound traffic

Additional camera locations to consider:

1. County Road 50 after split with Cr 10 - Westbound
2. Hackamore Rd near Cr 101 – Westbound traffic
3. Country Road 10 after split with Cr 50 – Westbound traffic
4. County Road 30 near Cr 116 - Southbound traffic
5. County Road 101 near north border - Southbound traffic

On 2/8/2024 staff presented information to council about Flock cameras and during that work session, council had additional questions and information that they wanted answered before making a decision. See attachment the attachments for the information gathered by staff and Flock Safety

Financial/Budget

Each camera is \$3,000.00 a year with a set-up fee of \$650.00 per camera. The first two year's cost can be offset using the Public Safety money. Once the system is in place, neighborhoods, businesses, etc. can get cameras that are accessible to the officers at no charge to the city.

Portable Flock cameras would cost \$3,500.00 per camera with no additional set up fee.

Options:

1. Direct staff on how many Flock Safety ALPR cameras to move forward with.
2. Provide staff with other direction.

Staff recommendation

Consider a motion to direct staff to move forward with deployment of Flock Safety ALPRs.

Attachments:

- 9b1. ALPR Flock contract for Corcoran
- 9b2. ALPR Flock MSA and cost breakdown
- 9b3. ALPR Map of proposed and additional camera locations
- 9b4. ALPR Draft policy
- 9b5. ALPR Flock follow up questions
- 9b6. ALPR Letter from Mark Lanterman

Flock Safety + MN - Corcoran PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Whyte
kyle.whyte@flocksafety.com
6512539350



EXHIBIT A
ORDER FORM

Customer: MN - Corcoran PD
Legal Entity Name: MN - Corcoran PD
Accounts Payable Email: tspellacy@corcoranmn.gov
Address: 8200 County Road 116 Hamel, Minnesota 55340

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$27,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	9	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	9	\$5,850.00

Subtotal Year 1:	\$32,850.00
Annual Recurring Subtotal:	\$27,000.00
Estimated Tax:	\$0.00
Contract Total:	\$59,850.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$32,850.00
Annual Recurring after Year 1	\$27,000.00
Contract Total	\$59,850.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MN - Corcoran PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on _____, 2024. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “*Anonymized Data*” means Customer Data permanently stripped of identifying details, including without limitation vehicle identification details, and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “*Authorized End User(s)*” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “*Customer Data*” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “*Customer Hardware*” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “*Embedded Software*” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “*Flock Hardware*” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which includes any acts or omissions of Authorized End Users which would constitute a breach of this Agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage), provided that such third parties are required to comply with all applicable Flock obligations set forth in this Agreement. Flock shall indemnify, hold harmless, and defend Customer against any claims, liabilities, damages, losses, or costs, including reasonable attorneys’ fees, which Customer incurs or may incur due to the failure of such a third party engaged by Flock to comply with the obligations of this Agreement.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or

services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit if the Service Suspension was caused by Customer. If the

Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in those areas until such materials are removed.

2.8 Flock Representations and Warranties. Flock represents, covenants, and warrants that Flock shall provide the Flock Services and manage Customer data only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. All right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data as is required to perform all acts as may be necessary for Flock to provide the Flock Services to Customer, exclusively during the Term of this Agreement. Flock does not own and shall not at any time sell, lease, trade or otherwise monetize Customer Data or access thereto. However, nothing in this paragraph shall prohibit Flock from collecting contemplated service charges within this Agreement from Customer and any Flock Network End User which has been specifically granted access to Customer Data by Customer. For removal of doubt, only Flock Network End Users which Customer specifically identifies, in writing, by entity name shall have such access, and such access shall be subject to any limitations identified by Customer.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, worldwide, royalty-free, license to use the Customer Generated Data as is required for the purpose of providing Flock Services to Customer, exclusively during the Term of this Agreement. Flock does not own and shall not at any time sell, lease, trade or otherwise monetize Customer Generated Data or access thereto.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and immediately anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data permanently non-identifiable to create Anonymized Data to use and perform the

Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. However, Flock shall have no right pursuant to this paragraph to retain Customer Data or Customer Generated Data which has not been anonymized or which may be converted to include identifiable data. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not at any time sell, lease, trade or otherwise monetize Anonymized Data or access thereto.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party).

Proprietary Information of Flock includes potentially non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees, subject to the obligations of applicable law: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is mandated to be disclosed by applicable law. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order,

provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret. The parties acknowledge that Customer is a public entity subject to the Minnesota Government Data Practices Act, MN Stat. Chapter 13 (the "MGDPA") and all disclosures of information exchanged pursuant to this Agreement or as a part of the services contemplated herein shall be subject to the requirements of the MGDPA.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this

Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. The rights to the Footage reserved in this paragraph shall immediately terminate upon the termination of the necessity which required the access, use, preservation, or disclosure.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem was discovered to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email if the email is acknowledged by Customer) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 0.5% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and

withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of one year (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days’ prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock. Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such Defect or resulting down time.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY FOR: (A) LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND THE PARTY'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF MINNESOTA. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense and reasonable attorneys' fees) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a

designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“*Customer Obligations*”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent of the of the other party. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of Hennepin County, Minnesota. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual

execution by authorized representatives (“*Special Terms*”). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon Customer’s separate written consent, and only during the term of this Agreement, Flock may obtain the right to reference and use Customer’s name and trademarks and disclose the nature of the Services in business and development and marketing efforts. Any such consent provided by Customer may be revoked upon five (5) days’ written notice.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event that either party or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the other party's reputation (the party subject thereto the "Offending Party") the Non-Offending Party shall have the option to terminate this Agreement upon prior written notice to the Offending Party.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: Corcoran Police Department
8200 County Road 116
Corcoran, MN 55340

ATTN: Director of Public Safety

EMAIL: mgottschalk@corcoranmn.gov

With copy to:

John Thames, Corcoran City Attorney
6160 Summit Drive
Suite 345
Brooklyn Center, MN 55430

EXHIBIT B
INSURANCE

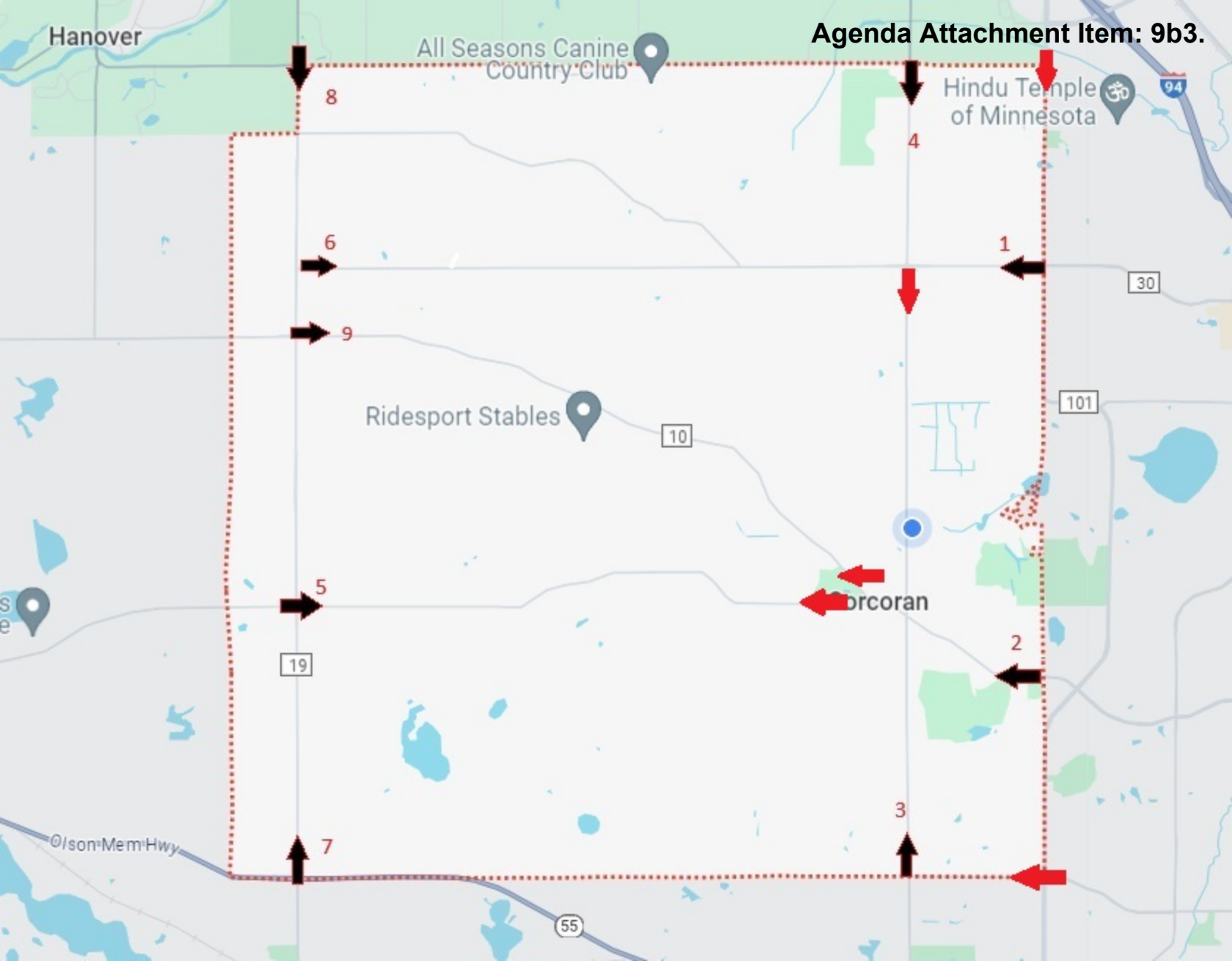
Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. Failure to meet and maintain the insurance requirements set forth herein shall constitute material breach of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Agenda Attachment Item: 9b3.



Hanover

All Seasons Canine
Country Club

Hindu Temple of
Minnesota

Ridesport Stables

Orcoran

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Olson Mem Hwy

Automated License Plate Readers (ALPR)

427.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology (Minn. Stat. § 626.8472).

427.2 POLICY

The policy of the Corcoran Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

427.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Corcoran Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Director of Public Safety.

The Director of Public Safety will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

427.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not necessary before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

Corcoran Police Department

Corcoran PD Policy

Automated License Plate Readers (ALPR)

- (e) No ALPR operator may access confidential department, state or federal data unless authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the Minnesota Justice Information Services (MNJIS) and National Law Enforcement Telecommunications System (NLETS) databases before taking enforcement action that is based solely upon an ALPR alert.

427.4.1 RESTRICTIONS, NOTIFICATIONS AND AUDITS

The Corcoran Police Department will observe the following guidelines regarding ALPR use (Minn. Stat. § 13.824):

- (a) Data collected by an ALPR will be limited to:
 - 1. License plate numbers.
 - 2. Date, time and location of data captured.
 - 3. Pictures of license plates, vehicles and areas surrounding the vehicle captured.
- (b) ALPR data may only be matched with the Minnesota license plate data file, unless additional sources are needed for an active criminal investigation.
- (c) ALPRs shall not be used to monitor or track an individual unless done so under a search warrant or because of exigent circumstances.
- (d) The Bureau of Criminal Apprehension shall be notified within 10 days of any installation or use and of any fixed location of an ALPR.

427.5 DATA COLLECTION AND RETENTION

The Director of Public Safety is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

ALPR data received from another agency shall be maintained securely and released in the same manner as ALPR data collected by this department (Minn. Stat. § 13.824).

ALPR data not related to an active criminal investigation must be destroyed no later than 30 days from the date of collection with the following exceptions (Minn. Stat. § 13.824):

- (a) Exculpatory evidence - Data must be retained until a criminal matter is resolved if a written request is made from a person who is the subject of a criminal investigation asserting that ALPR data may be used as exculpatory evidence.
- (b) Address Confidentiality Program - Data related to a participant of the Address Confidentiality Program must be destroyed upon the written request of the participant. ALPR data already collected at the time of the request shall be destroyed and future related ALPR data must be destroyed at the time of collection. Destruction can be deferred if it relates to an active criminal investigation.

All other ALPR data should be retained in accordance with the established records retention schedule.

Corcoran Police Department

Corcoran PD Policy

Automated License Plate Readers (ALPR)

427.5.1 LOG OF USE

A public log of ALPR use will be maintained that includes (Minn. Stat. § 13.824):

- (a) Specific times of day that the ALPR collected data.
- (b) The aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal public databases with which the data were compared.
- (c) For each period of active use, the number of vehicles or license plates related to:
 1. A vehicle or license plate that has been stolen.
 2. A warrant for the arrest of the owner of the vehicle.
 3. An owner with a suspended or revoked driver's license or similar category.
 4. Active investigative data.
- (d) For an ALPR at a stationary or fixed location, the location at which the ALPR actively collected data and is installed and used.

A publicly accessible list of the current and previous locations, including dates at those locations, of any fixed ALPR or other surveillance devices with ALPR capability shall be maintained. The list may be kept from the public if the data is security information as provided in Minn. Stat. § 13.37, Subd. 2.

427.6 ACCOUNTABILITY

All saved data will be closely safeguarded and protected by both procedural and technological means. The Corcoran Police Department will observe the following safeguards regarding access to and use of stored data (Minn. Stat. § 13.824; Minn. Stat. § 13.05):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) Biennial audits and reports shall be completed pursuant to Minn. Stat. § 13.824, Subd. 6.
- (d) Breaches of personal data are addressed as set forth in the Protected Information Policy (Minn. Stat. § 13.055).
- (e) All queries and responses, and all actions, in which data are entered, updated, accessed, shared or disseminated, must be recorded in a data audit trail.

Corcoran Police Department

Corcoran PD Policy

Automated License Plate Readers (ALPR)

- (f) Any member who violates Minn. Stat. § 13.09 through the unauthorized acquisition or use of ALPR data will face discipline and possible criminal prosecution (Minn. Stat. § 626.8472).

427.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures (Minn. Stat. § 13.824):

- (a) The agency makes a written request for the ALPR data that includes:
 - (a) The name of the agency.
 - (b) The name of the person requesting.
 - (c) The intended purpose of obtaining the information.
 - (d) A record of the factual basis for the access and any associated case number, complaint or incident that is the basis for the access.
 - (e) A statement that the request is authorized by the head of the requesting law enforcement agency or his/her designee.
- (b) The request is reviewed by the Director of Public Safety or the authorized designee and approved before the request is fulfilled.
 - 1. A release must be based on a reasonable suspicion that the data is pertinent to an active criminal investigation.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

427.8 MANUAL HOT LIST CONTENT AND USE

The ALPR is capable of alerting to license plates entered by the law enforcement agency in the ALPR system and not listed in the Minnesota License Plate Data File. Entries into the ALPR system shall comply with the following procedures and Minn. Stat. 13.824:

- (a) A license plate number or partial license plate number shall only be entered in the Corcoran Police Department's Manual Hot List when there is a legitimate and specific law enforcement reason related to an active criminal investigation to identify or locate that particular vehicle or any person reasonably associated with that vehicle.
- (b) Manual Hot List entries may only be made or edited by an ALPR administrator or supervisor. Each entry will be made by a supervisor and verified to have correct information by another member of the department.
- (c) A Manual Hot List entry shall be removed as soon as practicable if there is no longer a justification for the entry.
- (d) If an officer receives an alert based on a Manual Hot List entry, they must follow 427.4 and confirm that current legal justification exists to take action on the alert.

Corcoran Police Department

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Automated License Plate Readers (ALPR)

- (e) A Manual Hot List entry may not be used as a substitute for an entry into any other databases such as Minnesota or FBI Hot Files, Nation Crime Information Center (NCIC), or Keeping Our Police Safe (KOPS) files, if appropriate.

DRAFT

Staff conducted follow up on the questions presented by council, and below you will find the information gathered by staff and Flock Safety

1. How well does the camera detect suspect vehicles?

Flock safety states while some rare examples exist (i.e. covered plates, vehicles traveling at extremely high rates of speed- over 100 mph) If you can read the plate with your own eyes as the car drives by, then our camera can see it and read it. We integrate with state and national crime databases multiple times per day so information on suspect vehicles stays as current as possible.

2. Accuracy of the cameras (IE out of 1000 cars, how many plates are able to be read)

(Addressed in question 1)

3. Range of cameras (how many feet etc.)

Flock Safety Falcon cameras are used for standard, two-lane roadways with moderate traffic. They can capture vehicles traveling up to 75 mph and at a distance of 65'.

4. Platform for squad cars too?

Flock Safety does not currently have vehicle mounted ALPR cameras. The main ALPR system used in the area is by Motorola. The hardware cost per car is approximately. \$15,000 for a 3 camera system per squad. There would also be a fee to install in squads. We could install on new builds only, or upfit old squads. The yearly cost for the system is \$525/camera. (\$1,575/year per squad) in addition to hardware costs to store the data, IT costs to maintain the server.

A second option is to use the squad camera already installed in squads. This would only get front facing and would capture most on-coming cars. The cost is \$516/squad car.

The current squad cameras would give fair results. Newer squad cameras that are higher resolution would produce better results, and the department hopes to upgrade to the newer system as current cameras age out.

5. Actual long-term data/impact on crime rate where in use?

Staff reached out to Flock Safety as the use of Flock cameras in Minnesota is relatively new, and this is the information received.

Agencies with more Flock Devices per Sworn Officer and shared devices exhibit higher clearance rates, emphasizing the power of additional investigative evidence. Broad access to ALPR technology within an agency correlates with higher success in solving crimes, highlighting the role of officers in the field and the importance of

proper technology use. Agencies who provide Flock access and training to a broad spectrum of officers, from patrol to their investigative bureau and beyond, see more success with the technology. Collaboration with Other Agencies: Network effects, both locally and on a national scale, should agencies choose to engage in such, can play a significant role. In fact, the number of nearby Flock customers and shared devices per sworn officer may greatly impact clearance rates. As an example, the addition of 20 Flock customers near an agency can lead to a 1% increase in clearance rate. Overcoming Challenging Environments: Agencies with fewer sworn officers and larger population areas achieve higher clearance rates when using ALPR, suggesting ALPR's effectiveness in addressing resource challenges. This is especially important when considering the current hiring and retention challenges that agencies across the country face.

6. What effort is given or steps are taken to fix errors, duplicate contacts, human error, and other issues in data (and manual hot lists)

Staff found court cases where human error in hot list entries lead to vehicles being stopped and people detained that should not have been. Staff worked with addressing this in policy, making any hot list entry requires a 2 person verification and limiting entries to be made by an ALPR administrator or supervisor. Policy also states “if an officer receives an alert based on a Manual Hot List entry, they must follow 427.4 and confirm that current legal justification exists to take action on the alert”

7. Volume of lawsuits filed against FLOCK – why...

Staff found several court cases (Smith V Flock, Janice Gonzales v. City of Espanola) In which officers acted on an alert without verifying correct information. In the case of Smith V Flock, the camera accurately read the plate and alerted the officers about a hot list entry, but that entry should have been removed from the system a few days prior.

In the case of Janice Gonzales V City of Espanola, the Flock camera read a plate and incorrectly read a 2 for a 7, and the officer acted before verifying the correct plate. Although the camera did read the plate incorrectly, human errors also occurred leading to the stop of a vehicle that was no stolen.

These human errors can be mitigated with proper ALPR training and has been addressed in our draft policy.

8. Any negative experiences (IE policy violations, lawsuits)

Staff reached out to 10 local departments where Flock cameras are deployed, and non reported and misuse of the system, because of the safeguard that have been put in place. While misuse of

any system cannot be guaranteed, safeguards including the system's required search reason and audit reports, provide administrators with tools to monitor system use and the ability to identify potential misuse quickly.

9. Long term data/success on crime reduction in cities with similar population and number of cameras we are considering

Flock Safety is fairly new in Minnesota, so for longer-term success we have included examples from

neighboring Wisconsin. Grafton PD is a smaller town outside of Milwaukee that had a 25% decrease in retail theft year-over-year, after implementing Flock.

Altoona WI, and Rice Lake WI PD's both are closer to MN, smaller more rural areas that have had a lot of success. They have each shared successes (brief and annual report).

10. Prosecutorial value of Flock, and stats showing success

Flock footage is often used in court as part of cases being litigated. We offer attestation in court.

11. Reach out to HOA's in Corcoran and see if they are interested in leasing cameras with our initial deployment.

Sgt. Ekenberg visited with decision makers in Ravinia, Tavera, Rush Creek, Bellwether, and a local business. They all showed interest also getting FLOCK cameras. If the system is approved, we will continue to work with these groups and others.

Staff reached out to 10 local agencies and also Flock gave us some data from other cities in the Midwest using Flock cameras. I contacted the following departments and the below is who responded and their comments.

West Hennepin
Orono
South Lake Minnetonka
Plymouth
Maple Grove
Champlin
Edina
Wayzata
Belle Plain
Minnetonka

Champlin MN

We are fairly new to Flock ourselves; we implemented the system in Champlin last fall. That said, I don't have any major success stories to share off the top of my head aside from the recovery of several stolen vehicles, license plates, and a ton of DAR/DAS/DAC type incidents. I believe we have picked up at least one on a KOPS alert as well thanks to the system.

The patrol officers absolutely love the system as it gives them another tool to do their jobs. We will definitely be adding a camera or two to our network in the next year or so. Let me know if I can answer any more of your questions and good luck with this. If you end up getting them through your council we can share with each other. From an investigative perspective, they are a great tool because the search functionality is very robust.

Matt Smith #144

Lieutenant

Champlin Police Department

Office: 763-923-7122

Cell: 763-238-2204

Edina MN

Good afternoon,

We currently have 10 fixed cameras throughout our city along with 4 portable ALPRS. Galleria Mall, Southdale Mall along with two Country Clubs also have them in our city. FLOCK cameras are extremely helpful and we have continue to have numerous arrests. We average 1 flock hit per day. There have been some misreads but its been very rare. We have department policy in place, which includes retention, and also dispatch protocol policies (We have our own dispatch center). If you need any of that information at a later time don't hesitate to reach out. Might be worth a phone conversation as I can share more information about sharing FLOCK hits with other cities and current state law. Hope this helps! Here is some information for the first 3 months of use.

Thanks,

Dave



David Boosalis, Sergeant

952-826-0479 | Fax 952-826-1607

DBoosalis@EdinaMN.gov | EdinaMN.gov/Police

- **50 Total Hits**
- **26 Stolen Vehicle Hits / 15 Stolen License Plate Hits**

- **14 people arrested for various crimes which include Poss. Stolen Auto / 5th Deg. Drugs / Felon in Poss. of Firearm**
- **2 Missing Person Hits / 10 KOPS alert Hits**
- **1 arrested and turned over to another agency in KOPS alert.**

Minnetonka

All of our Flock cameras were installed and up and running around October 2023. We have 13 stationary cameras and then 2 falcon flex cameras. Since they are still pretty new we don't have a lot of long term data. We do post quarterly data info on our ALPRs on our Public Data Portal. As for policy violations we have a clear policy and it is required to have a case or incident number when running a query. Our whole department is able to do plate queries but creating a custom hot list is limited to Investigation, Admin and Sergeants.

1st Quarter of 2024 stats

12 Arrests for crimes including theft, stolen vehicles, stolen license plates, 3 stolen vehicles recovered.

Bellow is a brief on the court cases involving Flock Safety cameras

Smith v Flock

¹

- On or about February 13, 2023, the Cleveland Division of Police (“CDP”) opened an investigation concerning a missing juvenile (ECF 7-4 at 2; ECF 28 at 5);
- In connection with CDP’s investigation, which involved coordination among multiple law enforcement agencies, the Department entered Smith’s license plate and information into a “hotlist” in its LPR system.
- CDP’s investigation terminated on February 23, 2023 at approximately 11:00 a.m., when the missing juvenile was located at an area hospital
- On February 25, 2023, at 4:38 a.m., the Department initiated a traffic stop of Smith’s vehicle based on an LPR alert, but after learning from CDP and other external authorities that the missing juvenile had been found, permitted Smith to leave without incident

Janice Gonzales v. City of Espanola

Raphaelson wrote in court documents that their interactions with three Española police officers started on July 23, 2022, when Jaclynn Gonzales was driving on Calle Duran and was stopped by Sgt. Cody Martinez.

A FLOCK Safety camera, which reads license plates, incorrectly read her license plate, reading a “2” as a “7,” flagging it as a car stolen out of Rio Rancho. It sent out an alert that the allegedly stolen car and license plate had been stolen, which Martinez received. He then called for backup, with Officer Eddie Trujillo arriving “almost immediately,” Raphaelson wrote.

Martinez then stopped Jaclynn Gonzales’s car. Martinez read the plate to dispatchers, with the correct end as a “2” instead of a “7,” but never waited to get a response.

Trujillo or Martinez then read the license plate to dispatch a second time, this time using the incorrect “7” instead of the correct “2” and a dispatcher responded that the incorrect license plate was, indeed, stolen, before asking the officers to check the vehicle’s VIN number, Raphaelson wrote.

“The officers then hypothesize that the FLOCK camera must have ‘read’ the Plaintiff’s license plate incorrectly because a clear license plate cover obscured, in their opinion, the bottom of the number 2, making it appear to be a 7,” she wrote. “Eventually, Sergeant Martinez determined that Plaintiff’s vehicle did not bear the stolen license plate that Rio Rancho Police had reported.”

March 18, 2024

Via Email

The Honorable Thomas McKee, Mayor of Corcoran,
Members of the Corcoran City Council
Corcoran City Hall
8200 County Road 116
Corcoran, MN 55340

Chief Matthew Gottschalk
Corcoran Police Department
8200 County Road 116
Corcoran, MN 55340

Chief Jason Nelson
Medina Police Department
600 Clydesdale Trail,
Medina, MN 55340

Re: Automatic license plate readers

Dear Mayor McKee, Members of the Corcoran City Council, and Chiefs Gottschalk and Nelson,

The City of Corcoran has scheduled a public meeting about the use of automated license plate readers (“ALPRs”) by law enforcement. Before the February 8, 2024 work session, I submitted a letter outlining my concerns at that time. This letter is intended to supplement my previous comments.

I. Flock Safety has been involved in several lawsuits relating to its ALPR product.

First, I have conducted research about the vendor that was selected by Staff, Flock Safety. More specifically, I have identified numerous articles, describing lawsuits that Flock Safety is either a party or a relevant third party. For example:

- *Smith v. Flock Safety*, 5:23-CV-02198 (N.D. Ohio).

Smith alleges, among other things (including the allegation that Flock sold access to the information it collects), that he was stopped and detained based upon because Flock transmitted/alerted law enforcement that Smith was a “suspect” on a “hot list,” when in fact he was never a suspect in any criminal investigation. It should be noted that Flock apparently has a disclaimer that such alerts should not be relied upon as probable cause for a stop.

- *South Carolina Public Interest Foundation v. South Carolina State Law Enforcement Division, et al.*, 2023-CP-40-01850 (Richland Co., S.C.)

This lawsuit challenges the authority of South Carolina law enforcement to implement an ALPR system, and retain collected license plate data for extended periods (three years).

- *Janice Gonzales v. City of Espanola*, D-117-CV-2024-00007 and D-117-CV-2024-00008 (Rio Arriba Co., N.M.)

Flock Safety incorrectly identified the license plate of the car that Plaintiffs were travelling in as stolen. The occupants were treated as potentially violent suspects and held at gunpoint before police recognized the errors and released them.

Materials related to the lawsuits described above available for download at the following link: <https://www.dropbox.com/t/ZqpNzZZYnrAnUosF>

Concerningly, the lawsuits demonstrate that Flock Safety specifically disclaims the use of its information to support probable cause. While this may not be a serious issue by itself, the policy manuals of two different police departments provided to Council during the February 8, 2024 work session require only the following:

If practicable, the officer should verify an ALPR response through the Minnesota Justice Information Services (MNJIS) and National Law Enforcement Telecommunications System (NLETS) databases before taking enforcement action that is based solely upon an ALPR alert. (See Robbinsdale PD Policy 427 and West Hennepin Public Safety Policy 425)

These lawsuits and policies like that cited immediately above, means that Corcoran should carefully consider how ALPRs may be used by law enforcement, otherwise Corcoran could find itself as the Defendant in a lawsuit similar to those described above.

II. Flock Safety made a material misrepresentation at the February 8, 2024 work session.

During the February 8, 2024 work session, a representative from Flock presented about Flock's service and product offerings. During the presentation, Flock represented that multiple nearby law enforcement agencies use Flock, including the City of Medina. Figures 1 and 2 below are screenshots from the staff report for the work session, and from a slide that was presented by Flock.

could best meet all of the concerns and requirements staff identified. The Flock program is being utilized by more than 32 agencies in Minnesota, including Medina, Maple Grove, West Hennepin, and Plymouth.

Figure 1

- **FLOCK SAFETY IS RAPIDLY GROWING IN MINNESOTA AGENCIES**
 - **NEARBY AGENCIES RECENTLY USING FLOCK**
 - **ROGERS POLICE, MAPLE GROVE POLICE, PLYMOUTH POLICE, MEDINA POLICE, AND WEST HENNEPIN PUBLIC SAFETY**

Figure 2

To confirm the veracity of this statement, I spoke to Chief Nelson of the Medina Police Department. I was surprised when he indicated that his agency does not use Flock's camera system. This misrepresentation, especially about a very near police department, is concerning.

III. Data handling and retention

In my February 7, 2024 letter, I raised concerns about how collected data may be used, by whom, and when. As I have now had additional time to think about these issues, I suggest the following, in general terms:

- In the City's potential contract with Flock, limit Flock's ability to share information captured from cameras within Corcoran city limits. Consider: "ALPR data captured by or derived from the Corcoran's Flock cameras, or otherwise sent to or shared with Flock by Corcoran, shall not be sent to, shared with, or used by or for any other person or entity."
- Consider a relatively narrow retention window for the data captured by Flock (limiting both how long Flock and Corcoran PD may keep the information). I suggest that alerts may be kept, according to any existing policy, but all other information be kept for a period of fourteen days. This period will 1) ensure the ALPR's effectiveness for generating alerts, and 2) provide a reasonable amount of time so that the cameras' can serve investigative needs (*e.g.*, an investigation of car break ins, etc.). I think that such a retention window will maximize the value for Corcoran residents, while also limiting the collection of data not relevant to any investigation.
- Ensure that the data retention window applies to anywhere the data may be kept by proscribing transmission or sharing of the data with other agencies/systems.
- Adopt a policy that requires officers to verify information from an ALPR prior to taking enforcement action.

Finally, I recognize that ALPR's have the potential to provide critical information to our law enforcement officers. While I am not opposed to the installation and use of such camera systems, I am compelled to provide the information described above so that this Council can make a fully informed, and well reasoned decision about this important issue.

Sincerely,

/s/Mark Lanterman
Planning Commissioner
6936 Oak Ridge Road, Corcoran

STAFF REPORT

Revised Agenda Item: 9c.

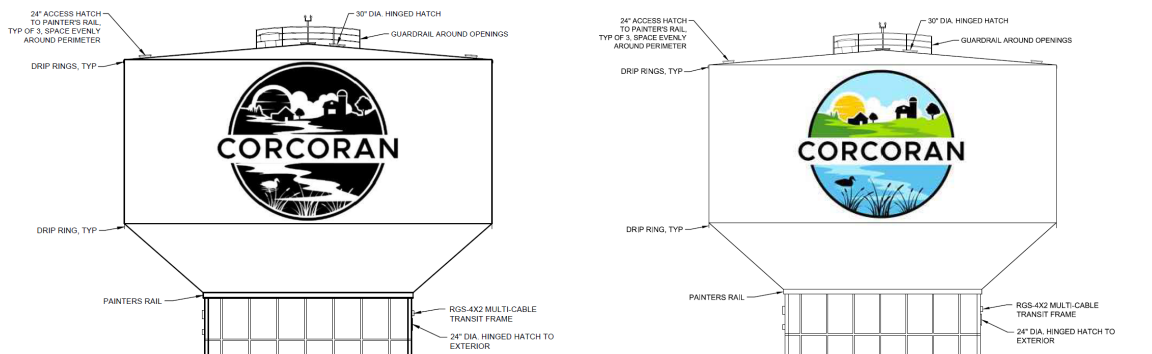
Council Meeting April 11, 2024	Prepared By Jay Tobin
Topic Water Tower Logo Review	Action Required Decision

Summary

On March 28, 2024, the Council approved the base color of the tower (Tank White – Number 15BL) and having the new city logo at two spots on the water tower with one oriented southwest and the other southeast to have maximum visibility for east/west bound traffic on County Road 30 and North bound traffic on Country Road 116.

What to put on the water tower resulted in great discussion and multiple motion failures to secure a majority vote. At one point it was suggested exploring a monochrome (black) version of the new city logo which did not yet exist (in black) and therefore had not been priced and that motion passed.

Staff worked with the vendor to modify the city logo to a monochrome black (see below) and received a price quote of \$3,324.00 per logo (total \$6,648.00). The color logo (see below) was \$14,000 per logo (\$28,000 total).



On March 29, 2024 a staff member saw a water tower in Lakeville with a logo similar to the new Corcoran logo. Noting this logo is: attractive, communicates something about the identity of the community, and continues to withstand the test of time.



Staff acknowledges that the logo painting is funded by \$25,000 of the 2023A Bonds, one piece of the entire water project. As a result of keen stewardship and project efficiencies staff is comfortable that necessary funds are available to cover expenses beyond the \$25,000 allocation.

As a result, staff highly recommend that council consider the long-term implications of this consequential branding of the city and its identity in the minds of passing residents and visitors who see the water tower, and thereby approve two color logos on Corcoran’s first water tower.

Financial/Budget

The project bid allowance was \$25,000 and sufficient funding in the 2023A Bond exists to cover the proposed \$28,000 for 2 color logos.

Recommendation

Staff recommends that Council approve 2 color logos for the new city water tower.

Council Action

Consider a motion to approve 2 color logos on the city's new water tower.

STAFF REPORT

Agenda Item: 9c.

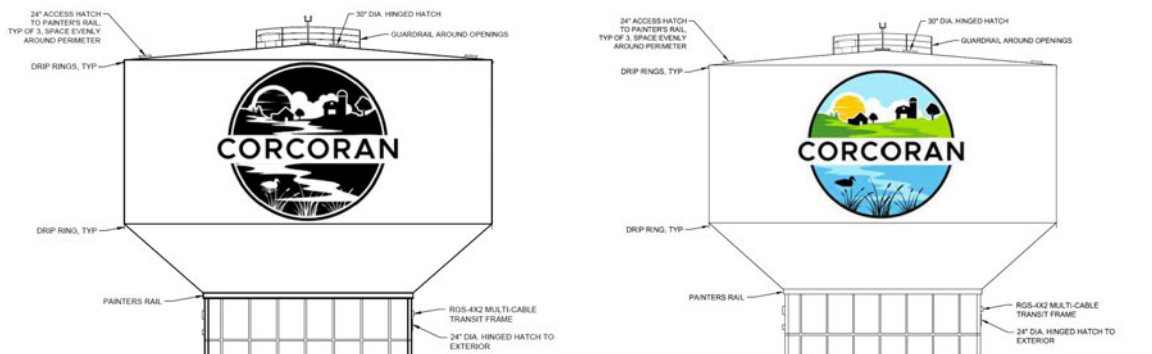
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As a result, staff highly recommend that council consider the long-term implications of this consequential branding of the city and its identity in the minds of passing residents and visitors who see the water tower, and thereby approve two color logos on Corcoran’s first water tower.

Financial/Budget

The project bid allowance was \$25,000 and sufficient funding in the 2023A Bond exists to cover the proposed \$56,000 for 2 color logos.

Recommendation

Staff recommends that Council approve 2 color logos for the new city water tower.

Council Action

Consider a motion to approve 2 color logos on the city's new water tower.

STAFF REPORT

Agenda Item: 10a.

Council Meeting April 11, 2024	Prepared By Jay Tobin
Topic Summary of April 4, 2024 Special Session	Action Required Informational

Summary

The draft Summary of April 4, 2024 Special Session, will be emailed on Tuesday, April 9, with hard copy provided to Council the evening of the April 11 meeting.

Attachments (Hard copies will be provided April 11, 2024)

1. Summary of April 4, 2024 Special Session

STAFF REPORT

Agenda Item: 10b.

Council Meeting April 11, 2024	Prepared By Jay Tobin
Topic Consider Taking Employee Action	Action Required Decision

Summary

The City Council will discuss consider taking action regarding employee performance.

STAFF REPORT

Agenda Item: 10c.

Council Meeting April 11, 2024	Prepared By Jay Tobin
Topic Position Classification and Compensation Study	Action Required Decision

Summary

Following the completion of recent Human Resource and Cultural Assessments for the city - consultants recommend and staff request that Council approve a "Position Classification and Compensation Study" (proposal attached). This study will help proactively address concerns and issues identified during the assessments regarding: job descriptions; job scoring; FLSA standards; pay equity; and others. It is standard practice for cities to conduct classification and compensation studies every 5 to 7 years to address the reality of market and organizational changes. Abdo is most familiar with Corcoran's current practices and issues after working closely with staff during recent assessments. Having Abdo leverage that existing understanding in the execution of a position classification and compensation study is the most efficient and effective use of city resources.

Furthermore, the City Administrator has waited for the right timing to implement identified organizational changes, which have been discussion points with the Council and staff since his arrival. It is also efficient and most effective to incorporate these organizational changes as a component of the Position and Classification Study.

Staff request the council to approve Abdo's proposal and direct staff to work with Abdo and incorporate the proposed organizational changes as a component of the study.

Financial/Budget

\$48,000 to be paid from Long-range Planning Fund.

Recommendation

Staff recommend approving Abdo's Proposal to conduct a Position Classification and Compensation Study, and for staff to work with Abdo in the preparation and execution of the expected organizational restructuring.

Council Action

1. Approve Abdo's proposal.
2. Decline Abdo's proposal.
3. Request staff to further review alternatives.

Attachments

1. Abdo Proposal for Position Classification and Compensation Study



Proposed by

Leah Davis, CPA

Partner | Abdo

leah.davis@abdosolutions.com

P 507.524.2347

May 3, 2023

SERVICE PROPOSAL FOR

City of Corcoran

8200 County Road 116, Corcoran, Minnesota 55340

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ



Executive Summary

Jay Tobin, City Administrator
City of Corcoran
8200 County Road 116
Corcoran, Minnesota 55340

Dear Jay,

Thank you for the opportunity to submit this information to the City of Corcoran (the City) related to partnering with your team on a Position Classification and Compensation Study. Based on our experience with the type of work outlined and our in-depth understanding of governmental employers, we're confident that the scope of services detailed in this proposal will address your needs and provide you with the clarity you need to confidently move forward as your City continues to evolve.

We understand that you're seeking an ongoing partner to help you:

- Build a position classification and compensation program that effectively attracts, motivates and retains the high performing talent that you need to serve your community
- Ensure that your City's compensation program is compliant and that it remains competitive within your established peer group and competitors
- Build trust that every employee is appropriately recognized, classified, and compensated for their contributions to the organization.

Abdo's success has been driven by utilizing staff that is experienced and well trained in governmental planning, human resources, payroll, compensation systems, and operations. We understand that there are certain factors that are most important to the City in the selection of a consultant. Factors like our attention to detail, overall project approach, collaboration with City Staff and the quality of work and outcomes are just a few of the ways we set ourselves apart in our abilities and value to your city.

Our approach to this project is to engage with City staff to ensure we have an exceptional understanding of the project, each individual's role in the project, overall expectations and needs, as well as exceptions to standard operations. Throughout the project, there will be periodic meetings with City staff to share information, solicit input and provide updates. Based on our experience, we will structure each phase of the project to emphasize efficiencies and streamline processes. By spending time on the front-end evaluating positions, goals, objectives and needed deliverables, the end product for the City will be one that provides analysis and recommendations for a marketable, consistent, compliant, and forward-thinking compensation structure.

INVOLVEMENT OF CITY PERSONNEL - No matter the experience of our Abdo team, we recognize that the most critical goals and deliverables of any project relies on collaborating with the right people at the right time. Your internal staff and leadership are key to truly understanding your organization and developing solutions that work in "real life."

ABILITY TO SUCCESSFULLY COMPLETE ALL REQUIREMENTS - A component of our mission statement is a philosophy that we will assist clients in reaching their maximum potential by open communications and teamwork. This means we will do the following for you:

- Present to you a clear project plan
- Use portal technology to share and collaborate documents
- Provide an environment that solicits and welcomes ideas and strategies from the city team
- Present recommendations in clear, concise and non-technical terms to all members of the city team
- Collaborate with city team and software vendor to ensure alignment
- Return phone calls and emails promptly

EXPERIENCE WITH SIMILAR PROJECTS - We believe our experience with similar projects and our expertise in governmental planning, human resources, payroll, compensation systems, and process and planning is greater than any other CPA or advisory Firm in Minnesota, making Abdo uniquely qualified to provide you with the insights and recommendations that you expect.

UNDERSTANDING OF THE PROJECT AND ABILITY OF THE FIRM TO COMPLETE THE EXPECTED SCOPE OR WORK ON SCHEDULE AND WITHIN BUDGET - Abdo is committed to a team environment that gives us the ability to complete projects on time and on budget. We leverage our staff to ensure the work is being completed by the appropriate individuals and reviewed by a partner of Abdo. We understand the parameters and expectations of this project and will complete the expected scope of work on schedule and within budget.

ACCOMPLISHING PROJECT OBJECTIVES - Our approach to a project is heavily dependent on communication and technology. We believe that listening to your needs, concerns and challenges is of the utmost importance for a successful project. Our experience and knowledge of City government operations allows us to provide independent assessment and recommendations, lighting a clear path forward for City leadership. We use portal technology to securely share and collaborate on documents. This allows us to expedite our work, provide answers to staff questions quickly and communicate instantaneously with City staff.

We look forward to meeting with you to discuss this information and appreciate this opportunity to present Abdo for your consideration.

Abdo



Leah Davis, CPA

Partner | Abdo



The Abdo Difference

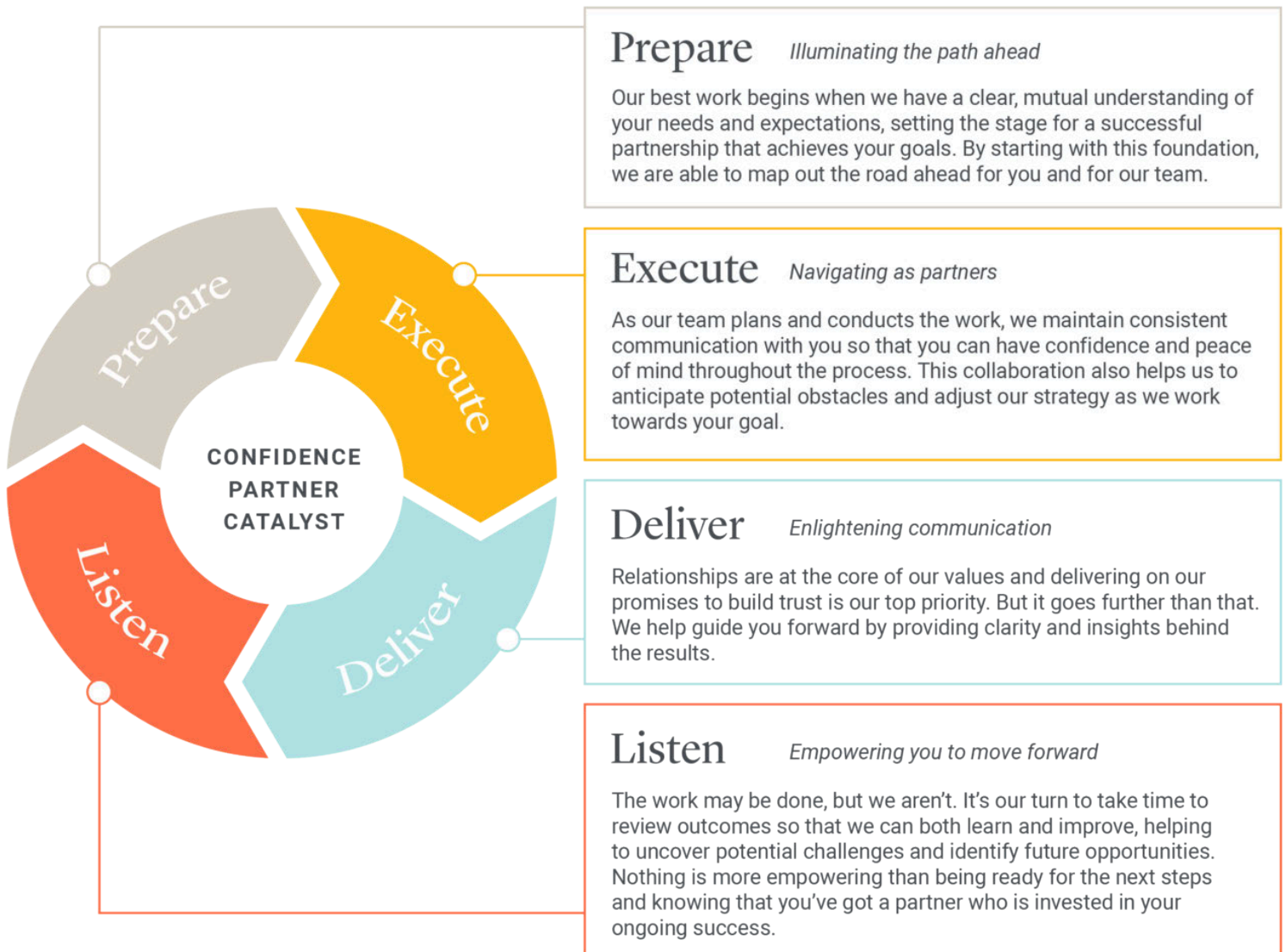
At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

*We light the path forward so you can proceed with **confidence**.*

*We're the **partner** you can trust to help you along the way.*

*We're the **catalyst** who empowers you to reach your goals.*



Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix B.



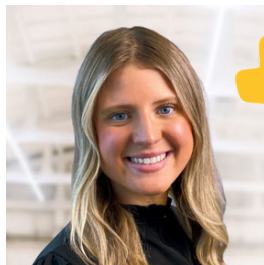
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Project Plan and Timeline

A clear implementation process coupled with frequent and consistent updates is critical to any successful project. The project scope and timeline below includes update meetings with the City leadership and other staff, designed to provide project updates, solicit comments, review progress, and address any challenges.

Timeline is based upon a project completion date within 120 days of project kick-off in February or March 2024.

PROJECT PHASE	TIMELINE
---------------	----------

Introduction and Project Orientation

The first step to this project is to review and analyze data provided by the City. This includes the existing job descriptions and current compensation model, and any other data the City has available. After this review, we will meet with the City and Department leadership to discuss overall project expectations, define strategic goals and outcomes, identify current compensation challenges, and discuss project timeline. This is also an opportunity for the City and Department leadership to ask for clarification on the project and address any questions or concerns they may have.

DAY 1 - 15
depending on City availability

Comprehensive Job Description Review

Beginning with the existing City job descriptions, we will engage with City staff to ensure that all position descriptions are current and accurately reflect current job duties, experience requirements, cognitive requirements and physical requirements for each position.

All job descriptions will be reviewed for compliance with the Fair Labor Standards Act (FLSA) and the Americans with Disabilities Act (ADA/ADAA) and formatted to ensure consistency. Final drafts will be presented to City leadership for final review and approval.

DAY 16 - 45

Position Classification Evaluation

Using the City's updated job descriptions and our Abdo Position Scoring Methodology (see Appendix A for more information on the Abdo Methodology), which we have utilized for over 10 years, and in collaborating with City leadership, we will evaluate and assign position point values for each City position and organize positions into hierarchical order, based on point assignment.

DAY 46 - 55

Labor Market Employers Criteria and Selection

Our team will solicit input from City and Department leadership to develop a list of highly market comparable organizations, based on factors, including but not limited to, population, size, geography, City services, City budget, and complexity of operations to be used in the wage analysis.

DAY 56 - 70

Market Benefit & Compensation Analysis

Abdo will complete a full wage/compensation and benefit market survey, utilizing a customized combination of aged 2023 Minnesota Local Government Salary and Benefit Survey put out by the League of Minnesota Cities as well as direct wage and benefit data surveys and private sector compensation resources, if applicable. This analysis will include recommendations for maintaining marketable wage scales into future years as well as evaluating approaches to merit, longevity and other specialty pay considerations.

PROJECT PHASE	TIMELINE
<p>Classification & Compensation System Development and Compliance Testing</p> <p>The overall structure of the compensation study and system structure will be developed according to the compensation and performance management philosophies of the City and will include identification of current or potential pay compression, pay equity, and collective bargaining issues, if applicable.</p> <p>Once the proposed structure is completed, all data will be tested for compliance with Federal and State regulations, including Minnesota Local Government Pay Equity reporting for all municipal entities.</p>	<p>DAY 71 - 90</p>
<p>Final Documents and System Presentation</p> <p>All documents will be reviewed with the City Management team in draft format before finalization and distribution. Final reporting will include comprehensive project findings, recommendations, description of overall methodology utilized in the project, data analysis, and estimated implementation costs and recommended implementation process.</p> <p>The City will be provided with all tools and resources to administer and maintain the proposed compensation model into the future. Once approved by the City Management team, report findings and recommendations will be presented, in person or virtually, to the City Council for review and discussion.</p> <p>Implementation and System Administration Training/Support</p> <p>Our team will develop and lead a customized compensation system implementation and maintenance program for leadership and applicable staff. Training will include suggestions for appropriately awarding step increases and documented plan administration best practices.</p>	<p>DAY 91 - 120 <i>depending on City availability</i></p>
<p>Develop Position Reclassification and Review Policy</p> <p>We are also available to work with internal leadership to develop a formal position review and reclassification request policy to consistently evaluate future requests for position scoring or compensation changes.</p> <p>Post Contract Support Services</p> <p>On an as needed basis, Abdo will be available to review new or significantly altered job descriptions, including determination of points and salary ranges for the position, as well as provide documentation support for future pay equity reporting to the Minnesota Department of Management.</p>	<p><i>Optional & as directed by the City</i></p>

Value

SERVICE & PRICE GUARANTEE

Our work is guaranteed to the complete satisfaction of the client. Upon payment of your invoices, we will judge you have been satisfied, however, we welcome further conversation, if, in any way, you feel your expectations are not being met. Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

A full scope of services, including estimated hourly charges, can be found below.

ADDITIONAL SERVICES

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You shall be required to sign a written or electronic confirmation of your request for additional services prior to implementation.

PAYMENT TERMS

Initial invoice will be sent within 10 days of the execution of this agreement.

Contract Execution 30% of Contract

Delivery of 1st Draft Report 40% of Contract

Delivery of Final Report to Board Remaining Balance

This quote is valid for ninety (90) days following the proposal submission deadline.

COMPREHENSIVE COMPENSATION & CLASSIFICATION STUDY	PROPOSED INVESTMENT
Job Description Updates & Review: assumes 36 individual positions	
OPTION #1 - Assuming Abdo performs all job analysis questionnaires, description updates, and regulatory review. Priced at \$550 per job description.	\$ 19,800
	- OR -
OPTION #2 - Assumes the City performs all job analysis questionnaires and updates, using Abdo provided tools and templates, and provides Abdo with current and updated job descriptions for regulatory review.	\$ 3,600
Position Classification Evaluation: assumes 36 individual positions	\$6,400
Market Compensation Analysis: assumes 36 individual positions	\$9,300
Classification & Compensation System Development and Recommendations	\$5,000
Minnesota Pay Equity Testing: current and proposed pay systems	\$1,100
Final Documents & Report of Findings and Recommendations: includes up to 2 report draft revisions, up to 2 meetings with City leadership, and in-person presentation to Council and related travel time/mileage	\$2,000
TOTAL PROJECT INVESTMENT (NOT TO EXCEED)	\$43,600 or \$27,400 <i>(depending on the job description option selected)</i>
OPTIONAL POST CONTRACT SERVICES	PROPOSED INVESTMENT
Annual Market Study Updates	\$11,200
Individual Position Reclassification/Scoring Updates	\$250 per position with current job description
Develop Formal Position Reclassification and Review Policy	\$1,900

POST CONTRACT SUPPORT SERVICES OPTIONS

Annual Market Study Updates

In the future, should you wish to conduct annual updates of relevant position market data, Abdo provides options for clients to perform a full market wage analysis, provide recommendations for updates to your existing compensation structure to ensure ongoing alignment with your compensation philosophy, and provide a cost analysis of any suggested changes.

Individual Position Reclassification/Scoring

As you change or add new positions within your city, Abdo is always available to assist with job description development and review, position reclassification and scoring, and to provide documentation support for future Minnesota pay equity reporting. Individual position reclassifications are typically available within one week of your request, often much sooner.

Formal Position Reclassification and Review Policy Development

Since positions change over time and employees may occasionally request classification/scoring reviews, make sure your City has a clear, consistent and manageable process and policy in place to handle changes and requests. Abdo will help you draft a customized policy to ensure that you're proactively addressing and administering your position classification maintenance as you move forward.



What Our Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their position classification and compensation analysis services. Additional references are available upon request.



CITY OF ELKO NEW MARKET

Tom Terry
City Administrator
P 952.461.2777

601 Main St
Elko New Market, MN 55054

CITY OF SAVAGE

Brad Larson
City Administrator
P 952.882.2641

6000 McColl Dr
Savage, MN 55378

CITY OF ROSEVILLE

Rebecca Olson
Assistant City Manager
P 651.792.7446

2660 Civic Dr
Roseville, MN 55113

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

HR & PAYROLL SERVICES

We help employers better support their most valuable resource...their people. Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

TECHNOLOGY & DATA SOLUTIONS

Empowering you with advanced data analytics & insights. Data is one of your city's most powerful assets. Using it to your advantage, however, can be a challenge. Our technology and data solutions are designed to give you the information you need - how, when, and where you need it. Our consultants leverage a powerful mix of technology and tools to support you with the data analytics and insights you need. From creating user-friendly dashboards and reports to managing software implementations, we deliver solutions that work for you.

We can help your city with:

- Strategic data analytics
- Software solutions: evaluation, selection & implementation
- Financial reporting solutions
- Automation solutions



An ongoing quest to be better, together

OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



61%

*of our employees
are female*



51%

*of our
management level
employees are
female*



23%

*of our interns this
year were people
of color*

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



DEI Initiatives



PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.



YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.



Appendix A

ABDO POSITION SCORING METHODOLOGY



Abdo Position Scoring Methodology



As part of our position analysis and classification, positions will be scored using a plan adapted from the method used by the State of Minnesota. The model assigned each position a score in the following categories (adapted from the State of Minnesota 2009 Hay Manual): Know-How, Problem Solving, Accountability, and Special Conditions. The following information provides a summary of factors and considerations used to apply this classification method.

Know-How represents the knowledge, skills and abilities an employee needs to be successful in a particular job. The Hay evaluation method places the greatest emphasis on Know-How. Know-How is defined as an expert skill, information or body of knowledge that imparts an ability to cause a desired result. The Know-How category is the most heavily weighted category. If a position is more easily learned, the position will point toward the lower end of the scale.

Know-How category is further divided into three parts: Depth and Breadth of Job-Specific Knowledge (aka Technical and Specialized Know-How and Job-Specific Knowledge); Integrating Know-How (aka Managerial Breadth or Know-How); and Human Relation Skills (aka Human Relations Know-How). A number is assigned for total Know-How points by making several separate choices for each of the three elements described and an overall assessment.

- **Job-Specific Knowledge** includes the position's requirements for knowledge and skills related to practices, procedures, specialized techniques and professional disciplines. It also includes basic and job-specific supervisory and managerial KSAs, when appropriate. This aspect of Know-How does not make distinctions among differently-sized managerial jobs nor does it include human relation skills. It is important to remember that this element measures the requirements of the position, not the qualifications of an incumbent.
- **Integrating Know-How** considers the need to integrate and manage progressively more diverse functions and is used to rank managerial breadth and scope, from similar to very different functions. When required, basic and job-specific supervisory and managerial knowledge, skills and abilities are included in the Job-Specific part of a Know-How rating. The overall size of an organization directly influences the number of managerial breadth categories, because the organizational size often reflects requirements for increased managerial complexity and diversity.
- **Human Relation Skills** is the third element of a job's Know-How rating. It is the active, practicing interpersonal skills typically required for productive working relationships to work with, or through, others inside and/or outside of the organization to get work accomplished. It assumes that each job requires a foundation of basic human relations skills. To be effective, an employee must typically be proficient at the highest level of Human Relations Skill regularly required for the position.

Problem Solving is the process of working through details of a problem to reach a solution. Problem solving may include mathematical or systematic operations and can be a gauge of an individual's critical thinking skills. Problem Solving measures the intensity of the mental process that uses Know-How to: (1) identify, (2) define, and (3) resolve problems. It is a percentage of Know-How, reflecting the fact that "you think with what you know." This is true of even the most creative work. Ideas are put together from something already there. The raw material of any thinking is knowledge of facts, principles and means.

- **Context** includes the influences or environment that limit or guide decision-making such as rules, instructions, procedures, standards, policies, principles from fields of science and academic disciplines. Positions are guided by organizational, departmental or functional goals, policies, objectives and practices circumscribed by procedures and instructions. In general, policies describe the "what" of a subject matter, procedures detail the steps needed to follow through on a policy (i.e., how, where, when, by whom) and instructions outline the specific aspects of how to perform the tasks, such as the operation of a machine or how to select the appropriate letters to use in particular situations.
- **Thinking Challenge** includes the nature of the problems encountered and the mental processes used to resolve the problems. The scale ranges from simple problems to very complex issues, with the premise that simple issues recur regularly in the same form and after a while are resolved by rote or instinct, but very difficult issues require substantial thinking and deliberation. The types of situations encountered and the processes involved in identifying, defining or resolving related problems are considered. Thinking Challenge reflects the degree of difficulty in finding improvements and adapting to changes.

Accountability does not mean being responsible for getting one's own work done. Rather, it reflects responsibility for actions and their consequences and the measured effect of the job on end results for the organization. Accountability includes three factors: Freedom to Act/Empowerment, Magnitude, and Job Impact.

- **Freedom to Act/Empowerment** involves the degree of personal or procedural control or guidance exercised over the position. For example, what constraints are put on an employee in this job? How closely supervised is the position? What kinds of decisions are made higher up in the organization?
- **Magnitude** is the portion of the total organization encompassed by the position's primary purpose. It's most typically indicated by the general dollar size of the area(s) most directly affected by the job, i.e., the resources over which the position has control or influence. A variety of factors are considered such as size of budget the employee is responsible for, what degree of influence is held and is this person a decision maker.
- **Job Impact** is considered to be indirect (indirect or contributory) or direct and measurable (shared or primary). It involves the way in which the position's actions affect end results in the agency. For example, how does the employee influence the business - directly or indirectly? Does the employee provide advisory or interpretive services for others to use in making decisions? Is the job an information-recording one? Does it provide a necessary service with a relatively small effect on the business of the agency? "Contributory" and "primary" are, by far, the most frequently used options."

Special Conditions consider the physical effort, environmental conditions, hazard exposure, and sensory attention demands that an employee is commonly subject to in the position. For example, two positions may be assigned identical points in all other areas but the position that is regularly required to work in extreme outdoor conditions (i.e. heat or extreme cold) would receive additional points for these factors.



Appendix B

PROFESSIONAL BIOS





Leah Davis

CPA

Partner, HR and Payroll Services

leah.davis@abdosolutions.com

Direct Line 507.524.2347

Leah joined Abdo in 2016 and leads the Firm's HR and Payroll Advisory practice. She spends her time helping employers find creative ways to overcome their most pressing HR and payroll challenges. As an active CPA and after owning and operating an outsourced HR and payroll consulting business for nearly a decade, Leah has worked with employers across all industries. She also has several years of experience in public accounting, focusing on business tax and financial institutions. This variety of experiences equip Leah with a unique perspective on the complex HR, financial, regulatory, and strategic planning issues that public and private employers face every day.

EDUCATION

- Bachelor of Science in Accounting and Business Administration, Minnesota State University, Mankato
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants (MNCPA)
- Society for Human Resource Management (SHRM)
- National Public Employer Labor Relations Association (NPELRA)

QUALIFICATIONS

- Human Resources management, consulting, and compliance, including a focus on leveraging technology to maximize employee experience and streamline administrative workflows and compliance
- HR and leadership team coaching and training, focused on strategic though leadership and building technical and practical skills to improve overall performance and operational effectiveness
- Employee Benefit Plan Administration and Analysis, including Affordable Care Act (ACA) compliance, benefit workflow optimization, and evaluation of benefit plan design options to evaluate costs and maximize employee value recognition
- Employee Incentive and Compensation Plan Development, including public sector position classification and compensation plan design and total compensation analysis
- Complex State and Federal employment tax and regulatory compliance consulting, including FLSA wage and hour analysis and tax agency amendments and negotiations



Michael Mooney

SPHR, SHRM-CP

Manager

michael.mooney@abdosolutions.com

Direct Line 952715.3043

Michael joined the Firm in 2022. He brings over 5 years of experience working closely with business leaders, managers, and employees in a wide variety of HR Functions. He is passionate about utilizing HR technology and data to support growing businesses.

EDUCATION

- Bachelor of Science in Management with HR Emphasis, North Dakota State University

PROFESSIONAL MEMBERSHIPS

- Society for Human Resource Management

QUALIFICATIONS

- Human Resources management & process development
- HRIS implementation, system utilization, and process improvement
- Compensation and benefits plan design and management
- Manager coaching
- Full cycle recruiting and interview training
- Certified DiSC Workplace Profile facilitator
- Employee engagement, development, performance management and retention
- Experience in banking and multi-family housing industries



Halie Johnson

Associate

halie.johnson@abdosolutions.com

Direct Line 507.304.6848

Halie joined the Firm as an intern in the Firm's government department. Following her internship, Halie started full-time in the Firm's non-profit advisory and HR/Payroll departments. Halie has prior work experience in customer service in a variety of industries. Halie enjoys working with others and helping clients reach goals and success.

EDUCATION

- Bachelor Degree in Corporate Finance, Minnesota State University, Mankato
 - *Minor in Accounting*
 - *Graduated Summa Cum Laude*
 - *Dean's List*

QUALIFICATIONS

- 1 year of experience in governmental auditing



Appendix C

AGREEMENT FOR SERVICES



Agreement for Services

THIS AGREEMENT, is made and entered into on April 03, 2024, by and between the City of Corcoran, Minnesota (hereinafter referred to as the “Client”), and Abdo LLP (hereinafter referred to as “Abdo” or the “Contractor”).

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees related to its own operations and arising out of the Contractor’s activities;

The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;

The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.

The Contractor may make recommendations and/or perform services on behalf of the Client but the Client is responsible for all final management decisions and for setting and administering any organizational policies, procedures, or other guidance that result in the services being performed. Further, with respect to the payroll services that are being provided, the Client is responsible for all originating documents (i.e. salary or hourly wage amounts, hours worked, benefits, premium pay policies, etc.) that affect payroll processing, and the Client will review and approve the payroll before or after its processed. The Contractor will not hold or have access to any Client funds as part of the services being provided.

The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and shall remain in effect for the duration of the consulting engagement, unless earlier terminated as provided in Subsections 2 or 3.

Section 2 Client's Termination Rights: Client may terminate this Agreement for its convenience by providing written notice of termination to Contractor. Upon any termination by Client for convenience, Client shall be obligated to pay for all services provided by Contractor through the date of termination set forth in the written notice. In addition, Client may terminate this Agreement for Contractor's failure to perform its services in accordance with the terms of this Agreement (termination for "cause") by providing Contractor written notice of intent to terminate that sets forth in detail the reasons for cause to terminate, which written notice shall afford Contractor a reasonable period of time of not less than ten (10) business days to cure the stated grounds for termination to the reasonable satisfaction of Client. In the event of Client's termination of the Agreement for cause, Client shall be obligated to pay for all services provided by Contractor through the date of termination.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days notice.

ARTICLE IV (CONTINUED)

GENERAL (CONTINUED)

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

Section 5 Data Accuracy and Prompt Delivery: Client understands, acknowledges and agrees that Contractor's performance of services under this Agreement is dependent on Client promptly providing Contractor with accurate data, documents, and other information pertinent to the subject consulting engagement. Client shall provide Contractor access to data, documents and other information requested by Contractor in accordance with the project schedule mutually agreed to by Client and Contractor. Contractor also represents and warrants that said data, documents and information shall be reliable and accurate to the best of Client's knowledge and agrees that Contractor shall be entitled to rely on the accuracy of the same in the performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising out of or relating to any errors, inaccuracies, or omissions in the data, documents and other information provided by Client to Contractor pursuant to this Agreement. Further, in the event of any delay on the part of Client to provide to Contractor required data, documents or other information or the identification of any errors, inaccuracies, or omissions in the data, documents or other information provided by Client, Contractor shall be entitled to an equitable adjustment of the schedule and compensation for the performance of its services resulting from said delay or need to address any errors, inaccuracies, or omissions in the data, documents or other information provided by Client.

Section 6 No Legal Advice: Client understands, acknowledges and agrees that the consulting services provided by Contractor under this Agreement do not include or constitute legal advice and that Contractor is not undertaking to provide Client legal advice in connection with the consulting engagement hereunder. Client further understands, acknowledges and agrees that the subject matter of this engagement, including regulatory compliance, implicates complex legal issues requiring assessment and advice from competent legal counsel. Client shall be responsible for engaging and/or consulting with legal counsel of its choosing to assess and advise Client regarding the propriety and legality of any recommendations, guidance or advice of Contractor arising from or relating to Contractor's performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising from or relating to Client's payroll or other human resources policies and/or practices both prior to, during and following Contractor's provision of services under this Agreement, including, but not limited to, any claims by current or former employees of Client challenging the propriety or legality of said practices.

ARTICLE IV (CONTINUED)**GENERAL (CONTINUED)**

Section 7 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 8 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate human resource recommendations and information that allows the Client the ability to make final human resource decisions. Contractor will provide final human resource recommendations, but Contractor is not responsible for the final decisions made regarding human resource matters and Client shall indemnify and hold Contractor harmless from the same.

Section 10 Client Employment of Contractor's Employees: The Client acknowledges and agrees that Contractor's workforce, including employees assigned to staff the engagement provided for under this Agreement, constitutes an important and vital aspect of Contractor's business. In recognition of the foregoing and the harm that Contractor will suffer in the event of the loss of one or more of its employees, the Client agrees that during the Term of this Agreement and for a period of six (6) months following the termination of this Agreement for any reason (the "Restrictive Time Period") the Client shall not, directly or indirectly, on behalf of itself or any person, firm, corporation, association or other entity, (a) recruit, solicit, or assist anyone else in the recruitment or solicitation of, any of Contractor's employees to terminate their employment with Contractor and to become employed by or otherwise engaged with or by the Client in any capacity independent of Contractor; (b) hire or engage any Contractor employee; or (c) otherwise encourage or induce any of Contractor's employees to terminate their employment with Contractor (collectively the "Contractor Employee Restrictive Covenant").

Notwithstanding the foregoing, Contractor may (but shall not be obligated to) consent to the Client's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph provided that (a) the Client discloses to Contractor in writing its desire to recruit, solicit, employ or otherwise engage the Contractor employee independent of Contractor before engaging with the Contractor employee regarding any such potential relationship; (b) the Client agrees to pay Contractor a Restrictive Covenant Exception Fee (as hereafter defined) in the event the Contractor employee becomes employed by or otherwise engaged with the Client independent of Contractor; and (c) Contractor provides written consent to the Client to engage with the Contractor employee regarding any such relationship. For purposes of this Agreement, the Restrictive Covenant Exception Fee shall be the greater of: (i) 200% of the annual contracted cost of Contractor's services under this Agreement in addition to the annual contracted cost paid or due Contractor hereunder; or (ii) 200% of the fees paid or due Contractor for services provided under this Agreement during the twelve (12) month period immediately prior to the termination of this Agreement or, in the event the Agreement has not been terminated, during the twelve (12) month period immediately prior to Contractor's provision of written consent to the Client to engage in the recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph.

ARTICLE IV (CONTINUED)

GENERAL (CONTINUED)

Section 10 Client Employment of Contractor's Employees (Continued): In the event Contractor is unwilling to consent to the Client's recruitment, solicitation, employment, or other engagement of a Contractor employee otherwise prohibited by this paragraph and/or agree on the Client's payment of a Restrictive Covenant Exception Fee, then the Contractor Employee Restrictive Covenant shall remain in full force and effect. If the Client breaches or threatens to breach the Contractor Employee Restrictive Covenant, Contractor shall be entitled to injunctive and other equitable relief from a court of competent jurisdiction restraining the Client's breach of said covenant in addition to such other remedies as may be available to Contractor in law and equity, as well as the recovery from Client of Contractor's reasonable attorneys' fees and costs incurred in any such legal action. The Client also acknowledges, understands, and agrees that although the harm Contractor will suffer as a result of the Client's breach of the Contractor Employee Restrictive Covenant cannot be or is very difficult to accurately estimate, the sum which is the greater of (i) 200% of the average annual fees paid by the Client to Contractor for services under this Agreement during the three-year period preceding the breach, or (b) 200% of the employee's average annual compensation during the three-year period preceding the breach represents and constitutes a reasonable estimation of the damages to Contractor caused by Client's breach (the "Liquidated Damages Amount"). Therefore, at its sole election, Contractor may elect to enforce and compel the Client's compliance with the Contractor Employee Restrictive Covenant or to seek an award from Client of the Liquidated Damages Amount, together with the reasonable attorneys' fees and costs incurred by Contractor in connection with any legal action to obtain such relief.

Section 11 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this Agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 12 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 13 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

ARTICLE IV (CONTINUED)

LIMITATION OF LIABILITY

Section 1 Disputes: If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

Section 2 Limitation of Liability: Abdo's entire liability, and the Client's exclusive remedy, for Abdo's performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. ABDO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF ABDO'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of this Agreement.



Appendix D

AGREEMENT FOR THE PROVISION OF
PROFESSIONAL SERVICES



Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Corcoran

8200 County Road 116
Corcoran, Minnesota 55340

 SIGNATURE
Jay Tobin

Abdo, LLP

100 Warren Street, Suite 600
Mankato, Minnesota 56001



Leah Davis, CPA

Partner | Abdo
April 03, 2024

STAFF REPORT

Agenda Item: 10d.

Council Meeting April 11, 2024	Prepared By Jay Tobin
Topic City Council Resignation and Declaration of a Vacancy	Action Required Approval

Summary

Councilmember Alan Schultz has issued a resignation notice to the City Council. The reason for the resignation is attached to this report in his email. The notice was received April 5, 2024.

Also attached to this report is a resolution honoring Councilmember Schultz, and an article on vacancies on a statutory city council. While Corcoran is a Charter City, the Charter is silent on the issue which determines statute is followed. The process when a City Council resignation takes place is as follows:

1. Accept the resignation.
2. Declare a vacancy.
3. Fill the vacancy.

Minnesota Statue 412.02 subdivision 2a is applicable:

Vacancy. *Except as otherwise provided in subdivision 2b, a vacancy in an office shall be filled by council appointment until an election is held as provided in this subdivision. In case of a tie vote in the council, the mayor shall make the appointment. If the vacancy occurs before the first day to file affidavits of candidacy for the next regular city election and more than two years remain in the unexpired term, a special election shall be held at or before the next regular city election and the appointed person shall serve until the qualification of a successor elected at a special election to fill the unexpired portion of the term. If the vacancy occurs on or after the first day to file affidavits of candidacy for the regular city election or when less than two years remain in the unexpired term, there need not be a special election to fill the vacancy and the appointed person shall serve until the qualification of a successor. The council must specify by ordinance under what circumstances it will hold a special election to fill a vacancy other than a special election held at the same time as the regular city election.*

Due the timing of the vacancy taking place prior to the City Council filing period, the Council may appoint someone until a special election is held to fill the remaining term. Staff recommends the special election be held at the general election on Tuesday, November 5, 2024 to avoid incurring costs of holding an additional election.

There is no specific procedure for the appointment process with the only requirement being that the person appointed be qualified to serve. The process is entirely up to the discretion of the City Council however the attached guidance states "...a City must

make its best effort to appoint a person to fill a council vacancy and cannot choose to leave a council position vacant until the term expires.”

Financial/Budget

Not applicable.

Options

1. Accept the resignation and approve the resolution honoring Councilmember Alan Schultz effective April 30, 2024, declare a vacancy, and discuss the preferred process for appointing a qualified successor.

Council Action

1. Consider a motion accepting the resignation of Councilmember Alan Schultz effective April 30, 2024, and declare a vacancy for that position.
2. Consider a motion to adopt resolution 2024-33 honoring outgoing Councilmember Alan Schultz.
3. Discuss the preferred process for appointing a qualified successor.

Attachments

1. Resolution 2024-33 (Resolution will be provided to council the week of April 8 with a hard copy provided on April 11)
2. Vacancies on a Statutory City Council
3. Resignation Letter (Resignation letter will be provided to council the week of April 8 with a hard copy provided on April 11)

Vacancies on a Statutory City Council

By Susan Naughton

One of your councilmembers submits a written resignation. What do you do? This article answers some of the most frequently asked questions about vacancies on a statutory city council.

State law provides that a council vacancy “shall be filled by council appointment” until a special election, if required, can be held (Minn. Stat. § 412.02, subd. 2a). The language of the state law is mandatory. As a result, a city must make its best effort to appoint a person to fill a council vacancy and cannot choose to leave a council position vacant until the term expires.

State law does not require a council vacancy to be advertised. However, it is a good practice to provide some notice to the public before the council makes an appointment. This allows interested persons an opportunity to request consideration.

Generally, a person must be a United States citizen, a resident of the city, and at least 21 years old to be eligible for appointment to fill a council vacancy. A city employee can be considered for appointment. However, if a city employee is appointed, it is possible that the two city positions may be incompatible. If a city employee is appointed to an incompatible office, he or she must resign from the other city position. A councilmember can be considered for appointment to fill a council vacancy in the position of mayor as long as the councilmember being considered does not participate in the appointment vote.

State law provides that the council makes the appointment to fill a vacancy, except in the case of a tie vote, when the mayor makes the appointment. That means all members of the council, including the mayor, can vote on the appointment. However, the council-

member who submitted a written resignation should not participate in the appointment vote. As a practical matter, it may be useful to determine who the candidates for appointment are before voting takes place. As long as at least a quorum of the council is present, a majority vote of those present

“The language of the state law is mandatory. As a result, a city must make its best effort to appoint a person to fill a council vacancy and cannot choose to leave a council position vacant until the term expires.”

is sufficient to make the appointment. State law does not place any limitation on a mayor’s ability to make an appointment in the case of a tie vote. As a result, a mayor can appoint any qualified person willing to fill the vacancy even if that person was not the subject of the original appointment vote.

When is a city also required to hold a special election to fill a council vacancy? The answer depends on whether filing has opened for the next regular city election and how long is left in the unexpired portion of the term at the time of the vacancy. If the vacancy occurs on or after the first day to file as a candidate for the next regular city election or if less than two years remain in the unexpired term, the city does not need to hold a special election and the appointed person can serve out the remainder of the unexpired term. If the

vacancy occurs before the first day to file as a candidate for the next regular city election and more than two years remain in the unexpired term, the city must hold a special election to fill the council vacancy at or before the next regular city election and the person elected will serve out the remainder of the unexpired term. If the council chooses to hold a special election to fill a vacancy at a time other than at the regular city election, it first must adopt an ordinance specifying the circumstances under which such an election will be held.

If a special election to fill a council vacancy is held at the same time as the regular city election, the names of the candidates for the council vacancy should be placed on the election ballot under a separate heading indicating it is a special election. The election ballot should state the date the term expires and any other information necessary to distinguish the office. The published and posted election notices should include references to the special election to fill the council vacancy.

Finally, state law provides that the terms of elected city officials begin on the first Monday in January following the election. However, the Minnesota Attorney General has advised that a person elected to fill a council vacancy in a statutory city is eligible to take an oath and assume office any time after receiving an election certificate. ■

Susan Naughton is research attorney with the League of Minnesota Cities.

From: [Jay Tobin](#)
To: [Michelle Friedrich](#)
Subject: FW: Resignation
Date: Thursday, April 11, 2024 8:24:23 AM

Jay Tobin

City Administrator
City of Corcoran
8200 County Road 116 | Corcoran, MN 55340
Office: 763-400-7030



From: Alan Schultz <ASchultz@corcoranmn.gov>
Sent: Friday, April 5, 2024 3:09 PM
To: Jay Tobin <jtobin@corcoranmn.gov>; Tom McKee <tmckee@corcoranmn.gov>
Subject: Resignation

Jay/Tom,

It is with mixed emotions I'm announcing my resignation from council effective 4/30. My family will be moving out of the city soon after and moving back to our childhood community. In the best interest of the city I wanted to give you notice in advance to carefully considering filling my vacancy. Please let the rest of the council know so they can prepare candidates.

It has been 10 years that I've been involved with the city in either a planning or council capacity and I have enjoyed every minute of it. We have a great community, staff and council and I feel good leaving knowing that it is in good hands. I will miss working with you all but will stay in touch and continue to watch the good things to come.

Thank you and see you Thursday.
Alan

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City of Corcoran 2024 City Council Schedule

Below is a tentative schedule for City Council meetings. The items and schedule are subject to change.

April 4, 2024 Special Meeting

- Evaluation of Individual Performance

April 11, 2024

- **Presentation: Maria's Voice**
- **Resolution Opposing House and Senate Bills re: local authority**
- **Woodland Hills Variance (Consent Agenda)**
- Public Hearing: Organics Requirements (Jay and Michelle)
- LPR Camera Discussion (Matt)
- Comparable Cities Wage Study Discussion (Jay)
- CIP Discussion
- Street Lighting Policy (Natalie)
- Stieg Road Improvements - Bid Award
- Building Services Consultant
- NW Area Jaycees Tree Donation
- Conference Room Audio/Video Cameras
- Job Description – Utility Superintendent
- Hennepin County – Letter of Support

April 17, 2024 *(Rescheduled from April 15, 2024)*

- Rockford School Board Meeting

April 25, 2024 Work Session *(Called by Mayor on March 14)*

- Parks and Trails City Park Planning

April 25, 2024

- CIP Discussion
- Comparable Cities Wage Study Discussion
- Proclamation – National Public Service Week (Administration)
- State Public Safety Funds Plan
- K-9 Program Discussion
- Planning project update
- Scharber Garage CUP (City File 24-005) (Consent)
- Red Barn Pet Retreat VAR and FP (City File 24-007) (Consent)
- Rush Creek Reserve 4th FP (City File 24-011) (Consent)
- THC Moratorium and Regulations (Zoning)
- Commercial and Industrial Update Discussion
- NE Water Supply Infrastructure Improvements – Approve plans/specs; authorize bids

May 9, 2024

- Proclamation – National Police Week
- Finance Policy – Spending Thresholds
- Firearms Ordinance Review
- Street Light Policy **Jay/Natalie**
- Larkin Road Improvements-Bid **Award Kevin**

May 23, 2024 *(Called by Mayor on March 14)*

- Joint Work Session with Planning Commission (MET Council Representative)
 - Comp Plan Review

May 23, 2024

- Proclamation – National Public Works Week
- **Khacholing CHOL IUP**
- Job Description – Utility Superintendent* **Kevin**
- Concept Plan 610 Extension
- Chastek Farms RZ, PP, PUD (City File 23-034)
- Fairway Shores Villas – CPA, RZ, PP, PUD (City File 24-006) – tentative
- Pioneer Trail FP and FPUD (city file 23-030) – Incomplete (tentative)

June 13, 2024

- RFP – History and Discussion of RFP Schedule
- Construction Hours Sign Update
- Park Signs

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
- ARPA Discussion

Review dates with Jay on Joint Commisison Meetings
-Parks and Trails