

REGULAR COUNCIL MEETING – AGENDA #2

If due to a disability, you need auxiliary aids or services during a City Council Meeting, please provide the City with 72 hours' notice by calling 763-493-8141 or faxing 763-493-8391.

Our Vision: Brooklyn Park, a thriving community inspiring pride where opportunities exist for all.

Our Brooklyn Park 2025 Goals:

• A united and welcoming community, strengthened by our diversity • Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination • A balanced economic environment that empowers businesses and people to thrive • People of all ages have what they need to feel healthy and safe • Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper • Effective and engaging government recognized as a leader

I. ORGANIZATIONAL BUSINESS

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT AND RESPONSE 7:00 p.m. Provides an opportunity for the public to address the Council on items which are not on the agenda. Public Comment will be limited to 15 minutes (*if no one is in attendance for Public Comment, the regular meeting may begin*), and it may not be used to make personal attacks, to air personality grievances, to make political endorsements or for political campaign purposes. Individuals should limit their comments to three minutes. Council Members will not enter into a dialogue with citizens. Questions from the Council will be for clarification only. Public Comment will not be used as a time for problem solving or reacting to the comments made, but rather for hearing the citizen for informational purposes only.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

3A. APPROVAL OF AGENDA (Items specifically identified may be removed from Consent or added elsewhere on the agenda by request of any Council Member.)

3B. PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS
None

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT (All items listed under Consent, unless removed from Consent in agenda item 3A, shall be approved by one council motion.) Consent Agenda consists of items delegated to city management or a commission but requires council action by State law, City Charter or city code. These items must conform to a council approved policy, plan, capital improvement project, ordinance or contract. In addition, meeting minutes shall be included.

4.1 Consider a Resolution of Support for Twin Cities Habitat for Humanity to Acquire and Rehabilitate One Home in the City of Brooklyn Park

A. RESOLUTION

4.2 Approve Plans and Specifications and Order Advertisement for Bid for 2019 Municipal State Aid (MSA) Mill and Overlay, CIP 4002-19

A. RESOLUTION

B. LOCATION MAP

C. PRELIMINARY CONSTRUCTION PLANS

4.3 Accept Bids and Award Contract for the Replacement of the Chlorine Feed System at the Water Treatment Plant to Shank Constructors Inc.

A. RESOLUTION

B. LETTER OF RECOMMENDATION FROM BOLTON & MENK ENGINEERS

4.4 Resolution Establishing Polling Places in the City of Brooklyn Park for Special Municipal Elections Held in 2019

- A.** RESOLUTION
- 4.5** Award Contract to indigital for Scanning Services
 - A.** RESOLUTION
 - B.** INDIGITAL CONTRACT
- 4.6** Resolution Authorizing the Police Department to Renew a Professional Services Agreement with LEAST Services/Counseling LLC
 - A.** RESOLUTION
 - B.** AGREEMENT
- 4.7** Approve Plans and Specifications and Order Advertisement for Bid for 2019 Watermain Rehabilitation, CIP 3001-19A
 - A.** RESOLUTION
 - B.** LOCATION MAP
 - C.** PRELIMINARY CONSTRUCTION PLANS

The following items relate to the City Council’s long-range policy-making responsibilities and are handled individually for appropriate debate and deliberation. (Those persons wishing to speak to any of the items listed in this section should fill out a speaker’s form and give it to the City Clerk. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the council table for action.)

5. PUBLIC HEARINGS

- 5.1** Approve an Off-Sale Intoxicating Liquor License for Harmony Liquor Holdings LLC dba Maddies Liquor, Located at 8521 Zane Avenue North

6. LAND USE ACTIONS

None

7. GENERAL ACTION ITEMS

- 7.1** Authorize Accepting a Grant of \$18,000,000 of State of Minnesota General Obligation Bond Proceeds for Second Harvest Heartland’s Headquarters and Approving the Execution of Related Documents
 - A.** RESOLUTION
 - B.** GRANT AGREEMENT
 - C.** GROUND LEASE AGREEMENT
 - D.** DISBURSEMENT AGREEMENT
 - E.** LEASE/USE AGREEMENT
 - F.** SECOND HARVEST HEARTLAND ORGANIZATION PROFILE
- 7.2** Appointment of Council Representative to Brooklyn Park Development Corporation

III. DISCUSSION – These items will be discussion items but the City Council may act upon them during the course of the meeting.

8. DISCUSSION ITEMS

None

IV. VERBAL REPORTS AND ANNOUNCEMENTS

- 9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**
- 9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS**

V. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided for the City Council on each agenda item in advance from city staff and appointed commissions, and decisions are based on this information and past experiences. If you are aware of information that has not been discussed, please raise your hand to be recognized. Please speak from the podium. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	January 14, 2019
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	X	Prepared By:	John Kinara, Housing and Redevelopment Specialist
Ordinance:	N/A		
Attachments:	1	Presented By:	Breanne Rothstein, Economic Development and Housing Director
Item:	Consider a Resolution of Support for Twin Cities Habitat for Humanity to Acquire and Rehabilitate One Home in the City of Brooklyn Park		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ TO SUPPORT TWIN CITIES HABITAT FOR HUMANITY TO ACQUIRE AND REHABILITATE ONE HOME IN THE CITY OF BROOKLYN PARK.

Overview:

The purpose of this action is to approve a resolution of support for Twin Cities Habitat for Humanity to acquire and rehabilitate one home in the City of Brooklyn Park. Hennepin County Housing and Redevelopment Authority (HCHRA) has awarded Twin Cities Habitat for Humanity a loan of \$100,000 from their Affordable Housing Incentive Funds (AHIF) for the acquisition, rehabilitation, and sale of entry-level single-family homes in suburban Hennepin County. Twin Cities Habitat for Humanity plans to acquire and rehabilitate a minimum of three permanently affordable homeownership units located throughout the suburban communities of Hennepin County, with priority given to acquiring properties that are foreclosed or vacant. Based on conversations with Twin Cities Habitat for Humanity, City staff anticipates that the organization will rehabilitate one home in Brooklyn Park, with the remaining homes to be redeveloped in other Hennepin County cities.

Primary Issues/Alternatives to Consider:

- **Why is a resolution needed?**

In previous years, a resolution of support was not required for Habitat to receive Hennepin County Housing and Redevelopment Authority (HCHRA) funds, which is why this is the first time the City Council has been asked to take this action in support of Habitat's work. The HCHRA was established in 1987 to serve the housing, economic development, and redevelopment needs of the citizens of Hennepin County and its municipalities. With the new requirements of the Affordable Housing Incentive Fund, a resolution of support is needed to authorize the use of these funds in projects in the City.

- **What are the services provided by Twin Cities Habitat for Humanity?**

The Twin Cities Habitat for Humanity is a non-profit organization committed to enhancing the quality of life, health and economic prosperity of the seven county metro region by producing, preserving and advocating for affordable homeownership. In the years since its founding in 1942, Twin Cities Habitat for Humanity has partnered with community organizations, donors and volunteers to support neighborhoods and build communities. Their programs include: Homeownership, Home Repair, Foreclosure Prevention, Veterans Initiative, Age in Place, Lending Services, and Neighborhood Stabilization.

- **What is the next step?**

If the resolution of support is approved, the Hennepin County Housing and Redevelopment Authority in partnership with the Twin Cities Habitat for Humanity will be able to move forward with the acquisition and

rehabilitation of an affordable housing single family unit in Brooklyn Park. The rehabbed single-family home will be sold to a family qualified at 60 percent of the Area Median Income, which is \$54,240 for a family of four in 2017.

Budgetary/Fiscal Issues:

The proposed resolution of support will not have any budgetary impact on the City of Brooklyn Park's budget. The acquisition and rehabilitation costs of these affordable housing units will be fully funded by Twin Cities Habitat for Humanity and its grant resources.

Attachments:

4.1A RESOLUTION

RESOLUTION #2019-

RESOLUTION SUPPORTING TWIN CITIES HABITAT FOR HUMANITY
TO ACQUIRE AND REHABILITATE ONE SINGLE FAMILY HOME
IN THE CITY OF BROOKLYN PARK

WHEREAS, the Hennepin County Housing and Redevelopment Authority (HCHRA) has approved the use of a \$100,000 Affordable Housing Incentive Fund (AHIF) loan for Twin Cities Habitat for Humanity to acquire and rehabilitate a home in the City of Brooklyn Park; and

WHEREAS, a requirement of the use of AHIF program funds is that a resolution of support is approved by the local municipality; and

WHEREAS, Twin Cities Habitat for Humanity provides an additional option for affordable homeownership; and

WHEREAS, the loan from the HCHRA will complete the financing required for the project to go forward.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the participation of the HCHRA in the project for the limited purpose of providing financial support to the project is hereby approved; and

BE IT FURTHER RESOLVED that nothing in this resolution shall create a financial obligation of the City to assist the project, nor shall the City be in any way responsible for any financing obligation or agreement of the HCHRA with respect to its provision of financial assistance to the project; and

BE IT FURTHER RESOLVED that nothing in this resolution is intended to endorse the merits of the Projects to be undertaken.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	January 14, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Craig Runnako, P.E. Construction Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Jesse Struve, P.E. City Engineer
Item:	Approve Plans and Specifications and Order Advertisement for Bid for 2019 Municipal State Aid (MSA) Mill and Overlay, CIP 4002-19		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BID FOR 2019 MUNICIPAL STATE AID (MSA) MILL AND OVERLAY, CIP 4002-19.

Overview:

Project No. 4002-19 is a rehabilitation project (bituminous mill and overlay) along 63rd Avenue North between Georgia/Forest Avenue North and Vera Cruz Lane North. The project will include some curb and gutter replacement, pedestrian curb ramp upgrades (to meet current ADA standards), sidewalk repairs, water system, and storm sewer rehabilitation. The road layout will be reestablished to its current configuration, which includes bike lanes and center turn lane. 63rd Avenue is part of the city's municipal state aid (MSA) system.

The proposed schedule is as follows:

1. January 14, 2019 – Council Accepts Plans and Orders Advertisement for Bid
2. February 19, 2019 – Bid Opening
3. February 25, 2019 – Award Contract
4. May 2019 – Start Construction
5. September 2019 – Complete Construction

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The project is included in the adopted 2019-2023 Capital Improvement Plan (CIP) for a scheduled 2019 completion as project CIP No. 4002-19 with an estimated cost of \$816,000.00. In accordance with City policies, the City is proposing to pay for the project with MSA funds, Water Utility Funds and Storm Sewer Utility Funds.

Attachments:

- 4.2A RESOLUTION
- 4.2B LOCATION MAP
- 4.2C PRELIMINARY CONSTRUCTION PLANS

RESOLUTION #2019-

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT
FOR BID FOR 2019 MUNICIPAL STATE AID (MSA) MILL AND OVERLAY, CIP 4002-19

WHEREAS, the City Engineer has prepared plans and specifications for the following improvements to wit:

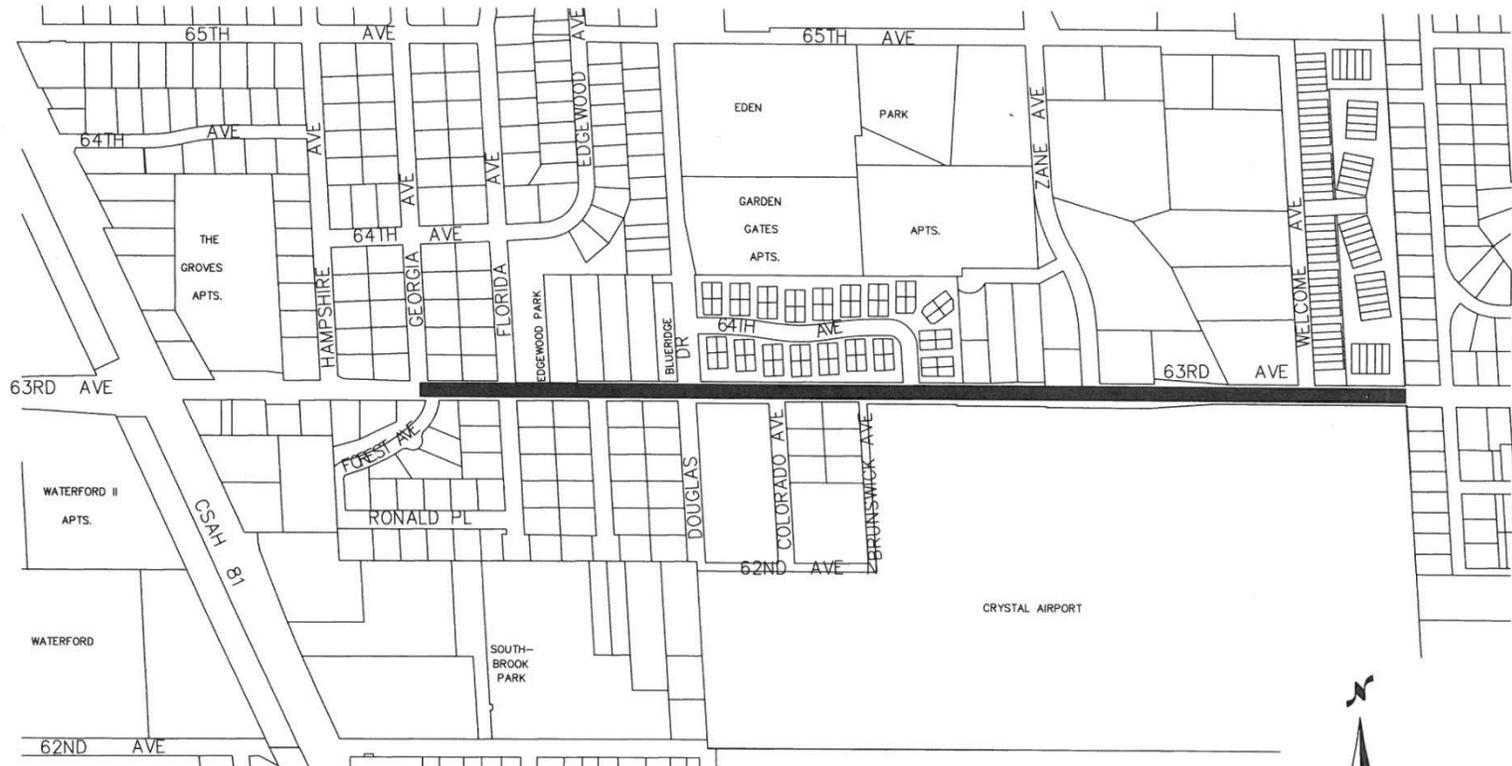
CIP 4002-19: Mill and Overlay on 63rd Avenue North between Georgia Avenue/Forest Avenue North and Vera Cruz Lane North. The project will include some curb and gutter replacement, pedestrian curb ramp upgrades (to meet current ADA standards), sidewalk repairs, water system and storm sewer rehabilitation, and bituminous mill and overlay. The road layout will be reestablished in its current configuration, which includes bike lanes and a center turn lane.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park.

1. Such plans, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and online for bids upon the making of such improvement under such approved plans. The advertisement shall be published as required by law, shall specify the work to be done, shall state that bids will be opened at 11:15 a.m. on February 19, 2019 in the Council Chambers at City Hall, and that no bids will be considered unless sealed and filed with the City Clerk and accompanied by a cashier's check, bid bond or certified check payable to the City of Brooklyn Park for not less than 5% of the amount of such bid.

LOCATION MAP

CIP 4002-19



 PROJECT AREA

Brooklyn Park 


NO SCALE

MINNESOTA DEPARTMENT OF TRANSPORTATION

CITY OF BROOKLYN PARK, MINNESOTA

CAPITAL IMPROVEMENT 4002-19

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

CONSTRUCTION PLANS FOR:

BITUMINOUS MILL & OVERLAY, CONCRETE REHABILITATION, STORM SEWER WORK AND MISC. UTILITY WORK ON
(SAP 110-103-014) 63RD AVE FROM GEORGIA AVE TO VERA CRUZ AVE LANE

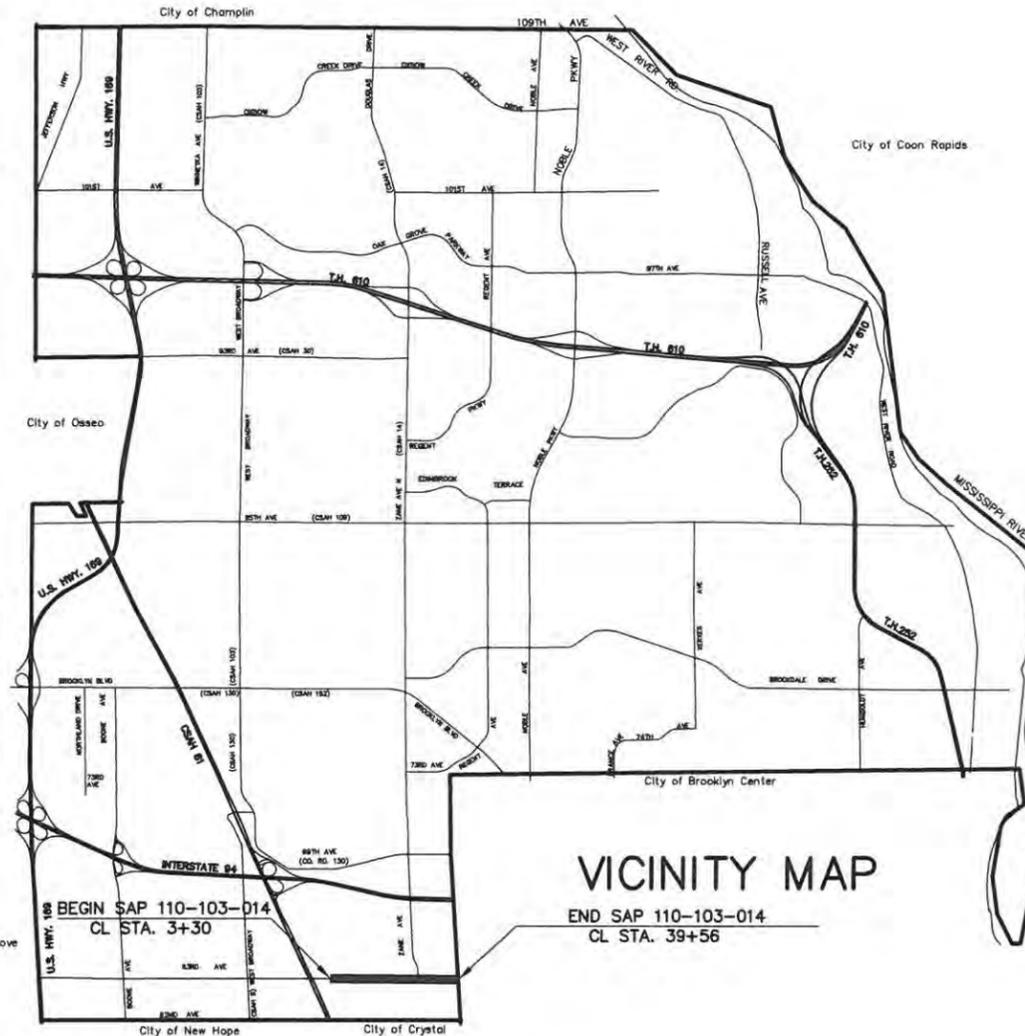
INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	SWPPP
4	STANDARD PLATES & STRUCTURE SCHEDULE
5-13	DETAIL SHEETS
14-16	PERMANENT EROSION CONTROL
17-18	TEMPORARY SEDIMENT CONTROL
19	TEMPORARY EROSION CONTROL
20-22	CONSTRUCTION PLAN
23-26	63RD AVENUE SIGNING AND STRIPING PLAN
27-33	63RD AVENUE TRAFFIC CONTROL PLAN

THIS PLAN CONTAINS 33 SHEETS

DESIGN DESIGNATION	SAP 110-103-014 63RD AVE
PRESENT ADT (2019)	12,000
PROJECT ADT. (2039)	15,000
ESAL's	7,600,000
FUNCTIONAL CLASSIFICATION	B MINOR ARTERIAL
NO. OF TRAFFIC LANES	3
NO. OF BIKE LANES	2
TON DESIGN	10
SOIL FACTOR	
PROJ. HCADT (YEAR)	
R-VALUE	50
DESIGN SPEED	30
DESIGN SPEED NOT ACHIEVED AT (STA. TO STA., M.P.H.)	NA
STOPPING SIGHT DISTANCE BASED ON:	
HEIGHT OF EYE	3.5FT
HEIGHT OF OBJECT	2.0FT

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

TYPED NAME CRAIG RUNNAKKO
DATE 1-14-2019 LIC. NO. MN 26155
DATE _____
JESSE STRUVE, P.E., CITY ENGINEER (CITY OF BROOKLYN PARK)
DATE _____
DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE-AID RULES/POLICY
DATE _____
STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING



PLANS PREPARED BY
ENGINEERING SERVICES DIVISION
CITY OF BROOKLYN PARK

STATE LINE
COUNTY LINE
TOWNSHIP OR RANGE LINE
SECTION LINE
QUARTER LINE
SIXTEENTH LINE
RIGHT-OF-WAY LINE
PRESENT RIGHT-OF-WAY LINE
CONTROL OF ACCESS LINE
PROPERTY LINE (Except Land Lines)
VACATED PLATTED PROPERTY
CORPORATE OR CITY LIMITS

TRUNK HIGHWAY CENTERLINE
RETAINING WALL
RAILROAD
RAILROAD RIGHT-OF-WAY
RIVER OR CREEK
DRY RUN
DRAINAGE DITCH
DRAIN TILE
CULVERT
DROP INLET
GUARD RAIL
BARBED WIRE FENCE
WOVEN WIRE FENCE
CHAIN LINK FENCE
RAILROAD SNOW FENCE
STONE WALL OR FENCE
HEDGE
RAILROAD CROSSING SIGN
RAILROAD CROSSING BELL
ELECTRIC WARNING SIGN
CROSSING GATE
MEANDER CORNER
SPRINGS
MARSH
TIMBER
ORCHARD
BRUSH
NURSERY
CATCH BASIN
FIRE HYDRANT
CATTLE GUARD
OVERPASS (Highway Over)
UNDERPASS (Highway Under)
BRIDGE
BUILDING (One Story Frame)
F-FRAME C-CONCRETE
S-STONE T-TILE
B-BRICK ST-STUCCO
IRON PIPE OR ROD
MONUMENT (STONE, CONCRETE OR METAL)
WOODEN HUB
GRAVEL PIT
SAND PIT
BORROW PIT
ROCK QUARRY
SLOPE EASEMENT
POWER POLE LINE
TELEPHONE OR TELEGRAPH POLE LINE
JOINT TELEPHONE AND POWER ON POWER POLES
ON TELEPHONE POLES
ANCHOR
STEEL TOWER
STREET LIGHT
PEDESTAL (TELEPHONE CABLE TERMINAL)
GAS MAIN
WATER MAIN
CONDUIT
TELEPHONE CABLE IN CONDUIT
ELECTRIC CABLE IN CONDUIT
TELEPHONE MANHOLE
ELECTRIC MANHOLE
BURIED TELEPHONE CABLE
BURIED ELECTRIC CABLE
AERIAL TELEPHONE CABLE
SEWER (SANITARY)
SEWER (STORM)
SEWER MANHOLE
HANDHOLE

NO SCALE

SCALES

PLAN - 0 30
(IN FEET)

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

PROJECT LOCATION
COUNTY: HENNEPIN
DIVISION: METRO

63RD AVE
From GEORGIA AVE (STA 3+30)
To VERA CRUZ LANE (STA 39+56)

Gross Length	3626	Feet	0.69	Miles
Bridges Length	0	Feet	0	Miles
Exceptions Length	0	Feet	0	Miles
Net Length	3626	Feet	0.69	Miles

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

STATEMENT OF ESTIMATED QUANTITIES							
MNDOT ITEM NO.	ITEM	UNITS	63RD AVE		NON PARTICIPATING		TOTAL
			SAP 110-103-014		ROADWAY	STORM SEWER	
			ROADWAY	STORM SEWER			
2021.501	MOBILIZATION	LS	1				1
2104.502	REMOVE & DISPOSE OF SIGNS	EACH	16		6		16
2104.502	SALVAGE SIGN ASSEMBLY	EACH	8				8
2104.502	SALVAGE MAIL BOX SUPPORT	EACH	2				2
2104.502	REMOVE HYDRANT	EACH			1		1
2104.503	SAWING BIT ROAD & DRIVEWAY FULL DEPTH	LF	1153				1153
2104.503	REMOVE WATERMAIN PIPE	LF			18		18
3 2104.503	REMOVE CURB & GUTTER ALL TYPES	LF	532				532
2104.504	REMOVE BITUMINOUS DRIVEWAY	SQ YD	27				27
2104.504	REMOVE BITUMINOUS ROADWAY	SQ YD	305				305
3/12 2104.518	REMOVE CONCRETE SIDEWALK	SQ YD	362				362
2104.521	SALVAGE AND REINSTALL FENCE	LF			25		25
2105.507	COMMON EXCAVATION	CU YD	44				44
2123.610	STREET SWEEPER WITH PICKUP BROOM	HOURL	50				50
9 2211.509	AGGREGATE BASE CLASS 5	TON	213				213
6 2231.509	BITUMINOUS PATCHING MIXTURE	TON	209				209
2231.509	BITUMINOUS PATCHING MIX DRIVEWAY	TON	5				5
2232.504	MILL BITUMINOUS SURFACE 2"	SQ YD	21919				21919
8 2301.602	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	28				28
2331.603	JOINT ADHESIVE	LF	20294				20294
1/13 2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2519				2519
2360.509	MNDOT 2360 TYPE SP 9.5 (4,B) (SPWEA 440 B)	TON	2712				2712
2504.602	INSTALL HYDRANT AND VALVE	EACH			1		1
2504.602	GATE VALVE REPAIR TYPE 2	EACH			5		5
2504.602	GATE VALVE REPAIR TYPE 3	EACH			2		2
2504.602	ADJUST CURB STOP BOX	EACH	4				4
2504.602	CONNECT TO EXISTING WATERMAIN	EACH			1		1
2504.603	6" DIP WATERMAIN	LF			29		29
2504.608	FITTINGS	LB			275		275
2506.602	STRUCTURE REPAIR TYPE A	EACH	24			10	34
10 2506.603	STRUCTURE REPAIR TYPE C	LF	33				33
2521.518	4" CONCRETE WALK	SQ FT	2990				2990
8/14 2521.518	6" CONCRETE WALK	SQ FT	621				621
5 2531.503	CONCRETE CURB & GUTTER DESIGN B-618	LF	436				436
11 2531.618	TRUNCATED DOMES	SQ FT	60				60
2540.602	INSTALL MAIL BOX SUPPORT	EACH	2				2
2563.601	TRAFFIC CONTROL	LS	1				1
2564.502	INSTALL SALVAGED SIGN ASSEMBLY	EACH	8				8
2564.518	F&I SIGN PANELS TYPE C	SQ FT	60.5				60.5
2564.518	F&I STREET NAME SIGNS	SQ FT			13.5		13.5

STATEMENT OF ESTIMATED QUANTITIES							
MNDOT ITEM NO.	ITEM	UNITS	63RD AVE		NON PARTICIPATING		TOTAL
			SAP 110-103-014		ROADWAY	STORM SEWER	
			ROADWAY	STORM SEWER			
2573.502	STORM DRAIN INLET PROTECTION	EACH	25				25
7 2574.508	FERTILIZER, TYPE 1	LB	44				44
4 2575.504	SODDING TYPE LAWN	SQ YD	534				534
2 2575.523	WATER (TURF ESTABLISHMENT)	M GAL	27				27
2582.503	4" SOLID YELLOW LINE EPOXY	LF	3540				3540
2582.503	4" BROKEN YELLOW LINE EPOXY	LF	820				820
2582.503	4" SOLID WHITE LINE EPOXY	LF	9805				9805
2582.518	1' SOLID WHITE HATCH LINE EPOXY	SQ FT	1020				1020
2582.518	PAVEMENT MESSAGE RIGHT ARROW EPOXY	SQ FT	30				30
2582.518	PAVEMENT MESSAGE LEFT ARROW EPOXY	SQ FT	360				360
2582.518	3'x6' WHITE CROSSWALK BLOCKS EPOXY	SQ FT	396				396
2582.518	PAVEMENT MESSAGE THRU/RIGHT ARROW EPOXY	SQ FT	27				27
2582.602	PAVEMENT MESSAGE BIKE LANE EPOXY	SQ FT	637.84				637.84

- TACK COAT IS BASED ON 0.11 GALLONS PER SQUARE YARD
- WATER FOR SOD TURF ESTABLISHMENT IS 50 GALLONS PER SQUARE YARD
- SAWCUTTING IS INCIDENTAL TO THE REMOVAL QUANTITY
- SODDING TO INCLUDE 3" TOPSOIL AND REMOVAL OF EXISTING SOD WITH SOIL WHERE APPLICABLE.
- INCLUDES SMALL DRIVEWAY REMOVALS TO BE MARKED IN FIELD
- THICKNESS VARIES. PATCH IN 2" LIFTS.
- FERTILIZER MIX OF 10-10-10 - APPLICATION RATE OF 400 LBS PER ACRE
- USE AT ADA PED RAMPS
- INCLUDES BOTH SIDEWALK AND BITUMINOUS PATCH
- MEASURED FROM INVERT TO FLOWLINE, STRUCTURE DIAMETERS VARY. SEE SHEET 4.
- INCLUDES SQUARE AND RADIAL TRUNCATED DOME PLATES.
- TREE ROOT REMOVAL IS INCIDENTAL TO THE REMOVAL QUANTITY.
- INCLUDES BOTH OVERLAY AND BITUMINOUS PATCH
- INCLUDES BOTH DRIVEWAYS AND PED RAMPS

NO	DATE	BY	CKD	REVISION
1	3-9-2018	MLR	CER	QUANTITY UPDATES

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION

Brooklyn Park  5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
FAX# 763/493-8391

Unique. United. Undiscovered.

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

TYPED NAME CRAIG RUNNAKKO
DATE 1-14-2019 LIC. NO. 28155

JESSE STRUVE, P.E. CITY ENGINEER

ESTIMATED QUANTITIES

CAPITAL IMPROV. NO. 4002-19

DRAWN BY IDS DATE APPROVED 1-14-2019

DESIGNED BY CER HORIZ. SCALE _____

CHECKED BY JMS VERT. SCALE _____

STATE AID PROJ. NO. 110-103-014

POLLUTION PREVENTATIVE MEASURES

POLLUTION PREVENTATIVE MANAGEMENT MEASURES ARE INCLUDED IN THE SPECIAL PROVISIONS OF THE PROJECT

THE CONTRACTOR WILL COMPLY WITH THE REQUIREMENTS REGARDING POLLUTION PREVENTATIVE MANAGEMENT DURING CONSTRUCTION, WHICH WILL INCLUDE THE FOLLOWING:

- A. CONCRETE WASHOUT AREAS (AREAS MUST BE PRE-APPROVED BY ENGINEER)
- B. SOLID WASTE COLLECTION AND REMOVAL
- C. SECONDARY CONTAINMENT
- D. HAZARDOUS WASTE STORAGE CONTAINERS AND SPILL KITS

A CHEMICAL SPILL OF ANY KIND (OIL, FUEL, FERTILIZER, ETC.) MUST BE CLEANED UP AND REMOVED FROM THE SITE IMMEDIATELY. THE CONTRACTOR MUST HAVE A SPILL KIT ON SITE AT ALL TIMES.

BEST MANAGEMENT PRACTICES (BMP) & DEVICES INCLUDING INLET DIAPERS, FILTER LOGS AND SEDIMENT MATS SHALL BE INSTALLED ON ALL DRAINAGE INLETS WITHIN 299 LINEAL FEET DOWNSTREAM OF ANY DISTURBANCE SHALL BE PROVIDED WITH INLET PROTECTION PRIOR TO UP-GRADE DISTURBANCE, TO PROTECT SEDIMENTATION INTO & THROUGH UNDERGROUND DRAINAGE SYSTEMS.

TOPSOIL IN REGRADING AREAS SHALL BE SALVAGED TO THE MAXIMUM EXTENT PRACTICABLE, WITH THE EXCEPTION THAT TOPSOIL AT CURB & GUTTER TO BE CONSTRUCTED LOCATIONS NEED NOT BE SALVAGED.

ALL EXCAVATED MATERIALS, INCLUDING BUT NOT LIMITED TO MATERIALS EXCAVATED FROM DRAINAGE STRUCTURES & STORM SEWER EXCAVATIONS, SHALL BE REMOVED WITHIN 4 HOURS OF EXCAVATION OR PRIOR TO ANY RAIN OR SNOW MELT EVENT (WHICHEVER COMES FIRST) AND DISPOSED OF PROPERLY OUTSIDE OF THE RIGHT-OF-WAY. SPREADING EXCAVATED MATERIALS WILL NOT BE PERMITTED.

EXCESS CONCRETE RESIDUE (UNCURED OR CURED) MUST BE REMOVED WITHIN 24 HOURS OF SOIL CONTACT AND PLACED IN APPROVED LINED SYSTEMS. NO CONCRETE WASHOUT WILL BE ALLOWED ANYWHERE IN THE R.O.W. UNLESS PERFORMED IN CHUTE WASHOUT SYSTEM.

LEFT OVER WASHOUT MATERIAL SHALL BE THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OUTSIDE THE RIGHT-OF-WAY IN AN APPROVED MANNER.

ROADS SHALL BE KEPT CLEAN OF SEDIMENTS, AND SWEEPED WITH A PICK-UP, NON-DUST GENERATING BROOM AS OFTEN AS NECESSARY TO KEEP ROADS VISIBLY CLEAN EVERY 24 HOURS OF ACTIVITY THAT GENERATES SEDIMENT TRACKING OR BEFORE OPENING TO TRAFFIC, WHICHEVER COMES FIRST.

THE INSPECTORS LOG AND MAINTENANCE NEEDED WILL BE COMPLETED ACCORDING TO THE NPDES II RULES. BROOKLYN PARK ENGINEERING SERVICES SHOULD RECEIVE A COPY OF THE INSPECTOR'S LOG AND ANY FIELD CHANGES.

THE CITY OF BROOKLYN PARK IS THE RESPONSIBLE PARTY FOR THE MAINTENANCE OF HENNEPIN COUNTY RIGHT-OF-WAY ON THIS PROJECT.

TIMING OF EROSION CONTROL

GENERAL EROSION CONTROL IMPLEMENTATION:

STORM DRAIN INLET CONTROL SHALL BE FURNISHED & INSTALLED PRIOR TO CONSTRUCTION. STREET SWEEPING WILL BE DONE AS NEEDED THROUGHOUT THE JOB. THE DISTURBED SOILS WILL BE STABILIZED/SODDED, WITHIN A MAXIMUM OF 14 CALENDAR DAYS, 3 DAYS FOR 1:3 OR STEEPER SLOPES, OR AS OTHERWISE REQUIRED IN THE ALLOTMENT GIVEN BY THE NPDES PERMIT.

THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE DISTURBED AREA UNTIL VEGETATION IS ESTABLISHED. ONCE VEGETATION IS ESTABLISHED AND CONSTRUCTION IS FINISHED IN THE AREA, THE SILT FENCE AND ANY OTHER TEMPORARY EROSION CONTROL THAT WILL NOT BIODEGRADE WILL BE REMOVED, AND ANY ADDITIONAL PERMANENT EROSION CONTROL WILL BE PLACED. ALL TOP SOIL SHALL BE REMOVED AND DISPOSED OF PROPERLY.

AREAS WITHIN 10' OF ANY POND DISTURBED BY THE WORK SHALL BE PLANTED & MULCHED WITHIN 24 HOURS.

NOTICE OF TERMINATION

THE MINNESOTA CITY OF BROOKLYN PARK WILL FILE THE FORM, PER REGULATIONS LISTED.

CONTACTS

THE RESPONSIBLE PARTIES FOR IMPLEMENTATION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) ARE INCLUDED IN THE TABLE BELOW.

AGENCY	PHONE NUMBER
CONTRACTOR	x
CITY OF BROOKLYN PARK (ENGINEERING) - CRAIG RUNNAKKO	763-493-8109
CITY OF BROOKLYN PARK (ENGINEERING) - JASON IVES	763-493-8118
CITY OF BROOKLYN PARK (STREET DEPT) - STEVE NAUER	763-493-8009
CITY OF BROOKLYN PARK (SEWER & WATER DEPT) - JON WATSON	763-493-8008
- TOM COUGHLIN	763-493-8099
CITY OF BROOKLYN PARK (SEWER & WATER DEPT) - ON-CALL	763-493-8222 (POLICE RECEIPT.)
CENTERPOINT ENERGY MINNESOTA GAS - ANDREW BALGOBIN	612-321-5426
COMCAST, INC. - DOUG ZAHN	651-755-2602
XCEL ENERGY - GREG PLUMEDAHL	763-493-1659
ACCESS COMMUNICATIONS - MIKE DAHLE	763-545-9998
CENTURY LINK - BEN SNOOK	763-424-6400

1. TACK COAT IS BASED ON 0.11 GALLONS PER SQUARE YARD
2. WATER FOR SOD TURF ESTABLISHMENT IS 50 GALLONS PER SQUARE YARD
3. SAWCUTTING IS INCIDENTAL TO THE REMOVAL QUANTITY
4. SODDING TO INCLUDE 3" TOPSOIL AND REMOVAL OF EXISTING SOD WITH SOIL WHERE APPLICABLE.
5. PAVE WITH MINIMUM OF 2 LIFTS
6. THICKNESS VARIES
7. FERTILIZER MIX OF 10-10-10 - APPLICATION RATE OF 400 LBS PER ACRE
8. USE AT ADA PED RAMPS
9. MAY INCLUDE SIDEWALK THROUGH APRON
10. MEASURED FROM INVERT TO FLOWLINE, STRUCTURE DIAMETERS VARY.
11. INCLUDES SQUARE AND RADIAL TRUNCATED DOME PLATES.
12. TREE ROOT REMOVAL IS INCIDENTAL TO THE REMOVAL QUANTITY.

NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION

 5200 85TH AVE. N.
 BROOKLYN PARK, MN. 55443
 PH# 763/493-8100
 Unique. United. Undiscovered. FAX# 763/493-8391

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
 TYPED NAME CRAIG RUNNAKKO
 DATE 1-14-2019 LIC. NO. 28155
 JESSE STRUVE, P.E. CITY ENGINEER

SWPPP

CAPITAL IMPROV. NO. <u>4002-19</u>	DRAWN BY <u>IDS</u>	DATE APPROVED <u>1-14-2019</u>	SHEET 3 OF 33
DESIGNED BY <u>CER</u>	HORIZ. SCALE		
CHECKED BY <u>JMS</u>	VERT. SCALE		
STATE AID PROJ. NO. <u>110-103-014</u>			

STRUCTURE TYPE KEY
 "SHALLOW" = 27" DIAMETER = DESIGN H
 "STANDARD" = 48" DIAMETER = 48-4020

STORM & SANITARY SEWER STRUCTURE REPAIR KEY
 TYPE A: REMOVE & REPLACE RINGS & CASTING AND GROUT STRUCTURE AS NEEDED
 TYPE B: REMOVE & REPLACE COVER SLAB, RINGS & CASTING AND GROUT STRUCTURE AS NEEDED
 TYPE C: RECONSTRUCTION (SEE SPECIAL PROVISIONS), V.F. MEASURED FROM INVERT TO FLOWLINE

GATE VALVE STRUCTURE REPAIR KEY
 TYPE 1: REBOLT GATE VALVE AND INSTALL NEW STAINLESS STEEL OPERATING NUT
 TYPE 2: REPLACE GATE VALVE
 TYPE 3: REMOVE GATE VALVE
 TYPE A: REMOVE & REPLACE RINGS & CASTING AND GROUT STRUCTURE AS NEEDED

THE FOLLOWING STANDARD PLATES AS APPROVED BY FHWA SHALL APPLY:

STANDARD PLATES

PLATE NO.	DESCRIPTION
3000 L	REINFORCED CONCRETE PIPE (5 SHEETS)
3006 G	GASKET JOINT FOR R.C.P. (2 SHEETS)
3007 E	SHEAR REINFORCEMENT FOR PRECAST DRAINAGE STRUCTURE
4006 L	MANHOLE OR CATCH BASIN PRECAST DESIGN H
4010 H	CONCRETE SHORT CONE & ADJUSTING RING
4011 E	PRECAST CONCRETE BASE
4020 J	MANHOLE OR CATCH BASIN COVER (2 SHEETS)
4026 A	CONCRETE ENCASED CONCRETE ADJUSTING RINGS
4101 D	RING CASTING FOR MANHOLE OR CATCH BASIN
4110 F	COVER CASTING FOR MANHOLE (CASTING NO. 715 & 716)
4129 G	CATCH BASIN FRAME CASTING (SQUARE GRATE) CASTING NO. 805
4154 B	CATCH BASIN GRATE CASTING (CASTING NO. 816)
4160 D	CURB BOX CASTING FOR CATCH BASIN
4180 J	MANHOLE OR CATCH BASIN STEP
7038A	DETECTABLE WARNING SURFACE
7100 H	CONCRETE CURB AND GUTTER (DESIGN B AND DESIGN V)
7111 J	INSTALLATION OF CATCH BASIN CASTING (CONCRETE CURB & GUTTER)
8000 J	CHANNELIZERS
8132B	PREFORMED RIDGED PVC CONDUIT LOOP DETECTOR (3 SHEETS)
9322 K	CHAIN LINK FENCE (2 SHEETS)

SAP 110-103-014

STORM SEWER STRUCTURE SCHEDULE-63RD AVE

STRUCTURE NO.	STATION	LEFT/RIGHT	OFFSET (FT.)	STRUCTURE TYPE	CASTING TYPE	REMARKS	TYPE "C" DEPTH
CB"A"	3+43	LEFT	46	STANDARD	R-3250-A	TYPE A	
MH"B"	3+45	LEFT	12	STANDARD	R-1733	TYPE C	6.0
CB"C"	4+82	RIGHT	25	SHALLOW	R-3250-A	TYPE C	2.7
MH"D"	4+84	LEFT	12	STANDARD	R-1733	TYPE C	5.4
CB"E"	4+89	LEFT	24	STANDARD	R-3250-A LOW PRO	TYPE A	
MH"F"	6+62	LEFT	11	STANDARD	R-1733	TYPE A	
CB"G"	6+80	LEFT	26	84" DIAMETER	R-3250-A	TYPE A	
CB"H"	6+82	RIGHT	27	STANDARD	R-3250-A	TYPE C	3.0
CB"I"	9+48	LEFT	24	STANDARD	R-3250-A	TYPE A	
CB"J"	9+61	RIGHT	29	STANDARD	R-3250-A LOW PRO	TYPE A	
CB"K"	10+06	RIGHT	33	STANDARD	R-3250-A LOW PRO	TYPE A	
CB"L"	12+90	RIGHT	25	BLOCK	R-3250-A LOW PRO	TYPE A	
CB"M"	13+00	LEFT	24	STANDARD	R-3250-A LOW PRO	TYPE A	
MH"N"	13+04	-	0	BLOCK	R-1733	TYPE A	
MH"O"	13+45	RIGHT	56	STANDARD	R-1733	TYPE A	
MH"P"	13+65	-	0	STANDARD	R-1733	TYPE A	
CB"Q"	16+24	LEFT	25	STANDARD	R-3250-A LOW PRO	TYPE A	
MH"R"	16+26	RIGHT	2	STANDARD	R-1733	TYPE A	
CB"S"	16+26	RIGHT	24	SHALLOW	R-3250-A LOW PRO	TYPE C	2.7
CB"T"	16+86	RIGHT	25	SHALLOW	R-3250-A LOW PRO	TYPE C	2.0
CB"U"	19+40	RIGHT	25	SHALLOW	R-3250-A	TYPE C	3.0
MH"V"	19+45	LEFT	1	STANDARD	R-1733	TYPE A	
CB"W"	21+00	LEFT	27	STANDARD	R-3250-A	TYPE A	
CB"X"	21+99	LEFT	28	STANDARD	R-3250-A	TYPE A	
CB"Y"	22+03	RIGHT	30	SHALLOW	R-3250-A	TYPE C	2.8
MH"Z"	22+07	-	0	STANDARD	R-1733	TYPE A	
MH"AA"	24+72	LEFT	3	STANDARD	R-1733	TYPE A	
CB"BB"	27+46	LEFT	35	STANDARD	R-3250-A LOW PRO	TYPE C	2.5
MH"CC"	27+57	RIGHT	1	66" DIAMETER	R-1733	TYPE A	
CB"DD"	27+66	RIGHT	36	SHALLOW	R-3250-A	TYPE C	2.7
MH"EE"	28+55	LEFT	43	STANDARD	R-1733	OK	
CB"FF"	28+58	LEFT	36	STANDARD	R-3250-A	OK	
MH"GG"	28+61	LEFT	11	66" DIAMETER	R-1733	TYPE A	
MH"HH"	30+76	LEFT	11	66" DIAMETER	R-1733	TYPE A	
CB"II"	33+18	LEFT	21	STANDARD	R-3250-A	TYPE A	
CB"JJ"	33+38	RIGHT	22	STANDARD	R-3250-A	TYPE A	

TOTALS:
 TYPE A REPAIRS: 24
 TYPE B REPAIRS: 0
 TYPE C REPAIRS: 10
 TYPE C L.F.: 32.8

UTILITIES

PLAN SYMBOL	ITEM	OWNER
— T —	UNDERGROUND TELEPHONE	CENTURY LINK
— G —	UNDERGROUND GAS	CENTERPOINT ENERGY MINNESOTA GAS
— TV —	UNDERGROUND CATV	COMCAST CABLE COMMUNICATIONS, INC.
— E —	UNDERGROUND ELECTRIC	XCEL ENERGY
— FO —	UNDERGROUND FIBER OPTIC	ACCESS COMMUNICATIONS

NOTE: PLEASE NOTE THAT THE INFORMATION INCLUDED IN THIS TABULATION HAS BEEN TAKEN FROM RECORDS OF PREVIOUS CONSTRUCTION. THE CONTRACTOR IS ENCOURAGED TO VERIFY ALL INFORMATION PROVIDED.

SAP 110-103-014

SANITARY SEWER STRUCTURE SCHEDULE-63RD AVE

STRUCTURE NO.	STATION	LEFT/RIGHT	OFFSET (FT.)	STRUCTURE TYPE	CASTING TYPE	REMARKS
MH"1"	6+55	RIGHT	5	MANHOLE	R-1733	TYPE A
MH"2"	9+82	-	0	MANHOLE	R-1733	TYPE A
CO"3"	12+32	-	0	CLEANOUT	GATE VALVE	
MH"4"	12+78	-	0	MANHOLE	R-1733	TYPE A
MH"5"	13+11	LEFT	35	MANHOLE	R-1733	TYPE A
MH"6"	13+12	LEFT	26	MANHOLE	R-1733	TYPE A
MH"7"	14+80	LEFT	14	MANHOLE	R-1733	TYPE A
MH"8"	15+65	LEFT	14	MANHOLE	R-1733	TYPE A
MH"9"	15+66	RIGHT	6	MANHOLE	R-1733	TYPE A
MH"10"	18+13	RIGHT	6	MANHOLE	R-1733	TYPE A
MH"11"	27+95	RIGHT	45	MANHOLE	R-1733	TYPE A

TOTALS:
 TYPE A REPAIRS: 10
 TYPE B REPAIRS: 0
 TYPE C REPAIRS: 0
 TYPE C L.F.=0

SAP 110-103-014

GATE VALVE STRUCTURE SCHEDULE-63RD AVE

STRUCTURE NO.	STATION	LEFT/RIGHT	OFFSET (FT.)	STRUCTURE TYPE	GV SIZE	GV APPROX DEPTH	RD NUMBER	REMARKS
GV"1"	3+39	LEFT	29	GATE VALVE	6	7.5'	1020	OK
GV"2"	3+87	RIGHT	39	GATE VALVE	6	7.5'	1020	OK
GV"3"	6+47	LEFT	29	GATE VALVE	6	7.5'	3319	OK
GV"4"	6+47	RIGHT	39	GATE VALVE	6	7.5'	1020	OK
GV"5"	9+96	RIGHT	37	GATE VALVE	6	7.5'	1020	OK
MH"6"	13+21	LEFT	40	MANHOLE	18	7.5'	1019	BY OTHERS
GV"7"	13+24	RIGHT	39	GATE VALVE	6	7.5'	1019	OK
GV"8"	13+36	RIGHT	44	GATE VALVE	6	7.5'	3567	TYPE 3
GV"9"	13+48	RIGHT	14	GATE VALVE	8	7.5'	1042	OK
GV"10"	16+53	RIGHT	34	GATE VALVE	6	7.5'	1042	TYPE 2
GV"11"	19+65	RIGHT	33	GATE VALVE	6	7.5'	1042	TYPE 2
GV"12"	19+76	RIGHT	14	GATE VALVE	8	7.5'	1042	TYPE 2
GV"13"	21+30	LEFT	39	GATE VALVE	6	7.5'	639	OK
GV"14"	22+64	RIGHT	36	GATE VALVE	6	7.5'	818	OK
GV"15"	22+65	RIGHT	42	GATE VALVE	8	7.5'	818	OK
GV"16"	28+20	LEFT	32	GATE VALVE	8	7.5'	3570	TYPE 2
GV"17"	28+33	LEFT	37	GATE VALVE	6	7.5'	3570	TYPE 3
GV"18"	28+35	RIGHT	13	GATE VALVE	8	7.5'	1042	TYPE 2
GV"19"	34+62	LEFT	27	GATE VALVE	8	7.5'	818	OK
GV"20"	35+82	LEFT	39	GATE VALVE	8	7.5'	370	OK

TOTALS:
 TYPE 1: 0
 TYPE 2: 5
 TYPE 3: 2
 TYPE A: 0

NO.	DATE	BY	CKD	REVISION

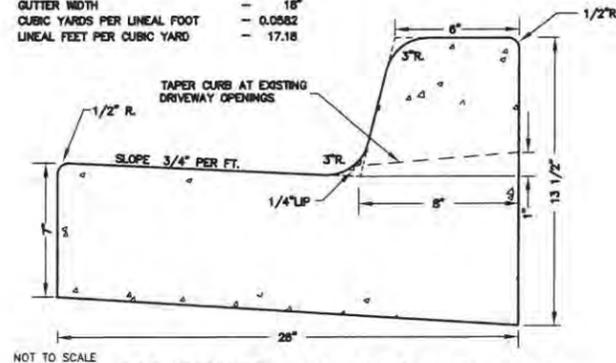
CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION
 5200 85TH AVE. N.
 BROOKLYN PARK, MN. 55443
 PH# 763/493-8100
 Unique. United. Undiscovered. FAX# 763/493-8391

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
 TYPED NAME: CRAIG RUNNAKCO
 DATE 1-14-2019 LIC. NO. 26155
 JESSE STRUVE, P.E. CITY ENGINEER

STANDARD PLATES & STRUCTURE SCHEDULE

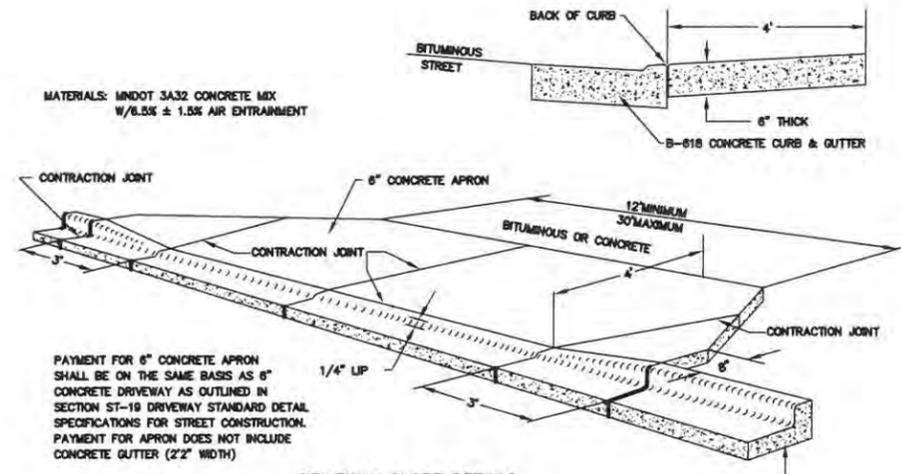
CAPITAL IMPROV. NO. 4002-19
 DRAWN BY IDS
 DESIGNED BY CER
 CHECKED BY JMS
 DATE APPROVED 1-14-2019
 HORIZ. SCALE
 VERT. SCALE
 SHEET 4 OF 33

REFERENCE TO MNDOT SPEC. - 2531
 DESIGN NO. - B-618
 GUTTER WIDTH - 18"
 CUBIC YARDS PER LINEAL FOOT - 0.0582
 LINEAL FEET PER CUBIC YARD - 17.18



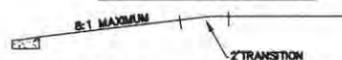
B-618 CONCRETE CURB AND GUTTER

MATERIALS: MNDOT 3A32 CONCRETE MIX
 W/6.5% ± 1.5% AIR ENTRAINMENT



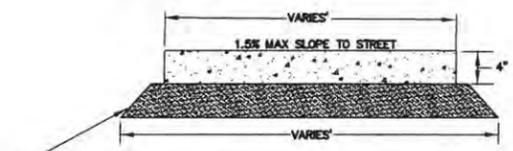
PAYMENT FOR 6" CONCRETE APRON SHALL BE ON THE SAME BASIS AS 6" CONCRETE DRIVEWAY AS OUTLINED IN SECTION ST-19 DRIVEWAY STANDARD DETAIL SPECIFICATIONS FOR STREET CONSTRUCTION. PAYMENT FOR APRON DOES NOT INCLUDE CONCRETE GUTTER (22" WIDTH)

DRIVEWAY SLOPE DETAILS



TYPICAL RESIDENTIAL DRIVEWAY APRON

NOTE: ALL SIDEWALK SHALL BE 4" THICK EXCEPT AT DRIVEWAYS WHERE THE THICKNESS SHALL BE 6" FOR SINGLE FAMILY & TOWNHOUSE PROPERTIES AND 8" FOR COMMERCIAL, INDUSTRIAL AND HIGH DENSITY PROPERTIES.



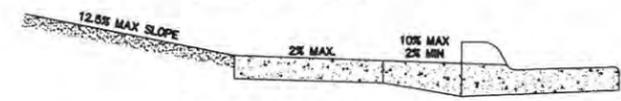
4" CLASS 5 AGGREGATE BASE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

MATERIALS: MNDOT 3A32 CONCRETE MIX
 W/6.5% ± 1.5% AIR ENTRAINMENT

CONCRETE SIDEWALK



SLOPES FOR TYPICAL SIDEWALK (EXCLUDING DRIVEWAY RAMP)



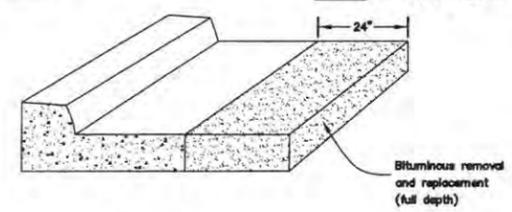
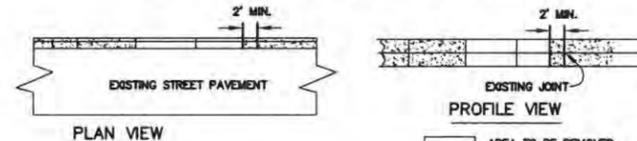
SLOPES FOR TYPICAL SIDEWALK (DRIVEWAY RAMP)

NOTES: INSTALL ADA COMPLIANT PEDESTRIAN RAMP WHERE SIDEWALK INTERSECTS STREETS AND COMMERCIAL INDUSTRIAL DRIVEWAYS.

TYPICAL CROSS SECTIONS FOR SIDEWALKS

CURB AND GUTTER REPAIR TYPE SA-CG

DESCRIPTION: REMOVE CONCRETE, RESTORE BASE, PLACE REINFORCING STEEL, FURNISH AND PLACE CONCRETE. REFORM JOINTS AS NECESSARY.



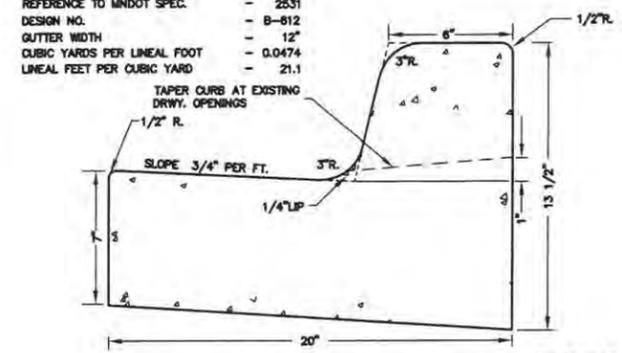
- WORK TO BE DONE**
1. Define removed area at existing joint or if necessary saw full depth at gutter and as much as possible of curb. Remove concrete curb and gutter sections.
 2. If existing Aggregate Base is inadequate, place 4" of Class 5 aggregate. Restore subgrade by compaction with a hand operated vibratory compactor.
 3. Place 1/2" isolation material only at ends of city blocks abutting pedestrian ramp areas or to isolate driveway concrete.
 4. Clean in place vertical slab surface. Place structural concrete. Finish to grade, slope, and texture. Apply cure.
 5. Restore joints by green sawing or hand tooling to match existing joint pattern.
 6. Removal & replacement of road section 2' out from lip of curb at full depth of existing bituminous.

BASIS OF PAYMENT
 Measurement and payment shall be incidental to the contract unless otherwise specified in the Special Conditions.

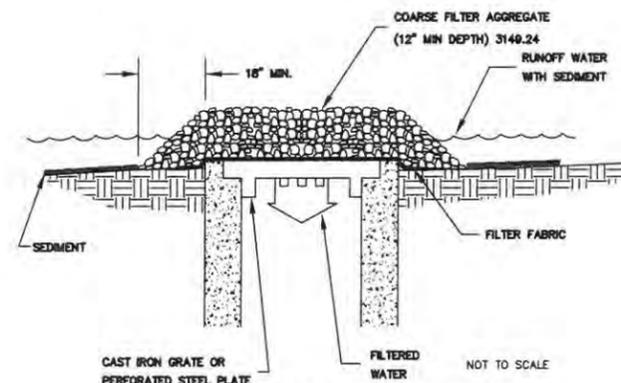
2301 Curb and Gutter Repair Type SA-CG lin. ft.

CONCRETE CURB AND GUTTER REPAIR

REFERENCE TO MNDOT SPEC. - 2531
 DESIGN NO. - B-612
 GUTTER WIDTH - 12"
 CUBIC YARDS PER LINEAL FOOT - 0.0474
 LINEAL FEET PER CUBIC YARD - 21.1



B-612 CONCRETE CURB AND GUTTER



DROP INLET SEDIMENT FILTER

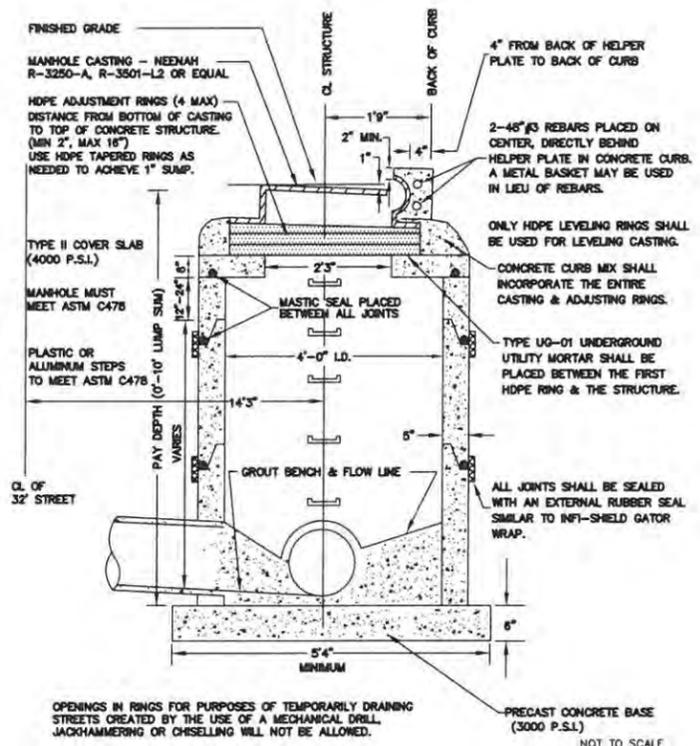
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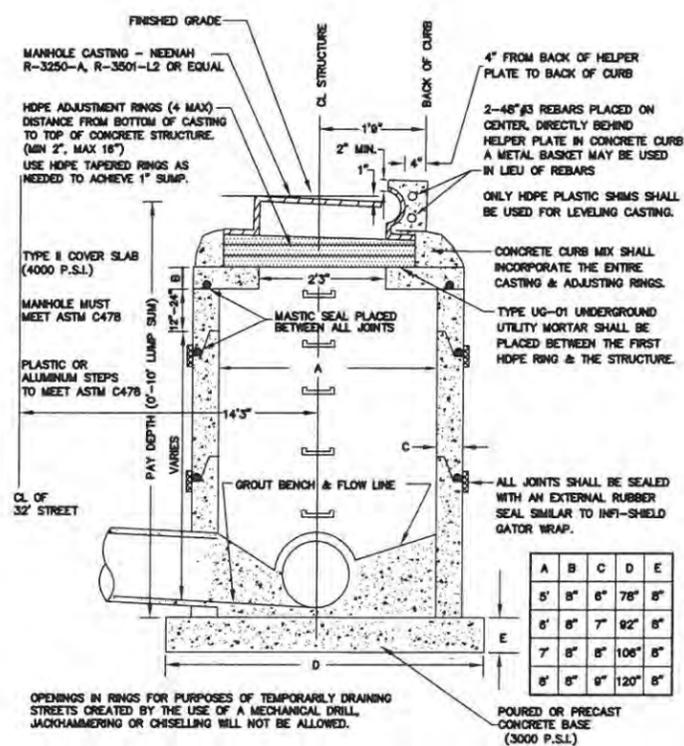
DETAIL SHEET

CAPITAL IMPROV. NO. 4002-19	DRAWN BY IDS	DATE APPROVED 1-14-2019	SHEET 5 OF 33
STATE AID PROJ. NO. 110-103-014	DESIGNED BY CER	HORIZ. SCALE	
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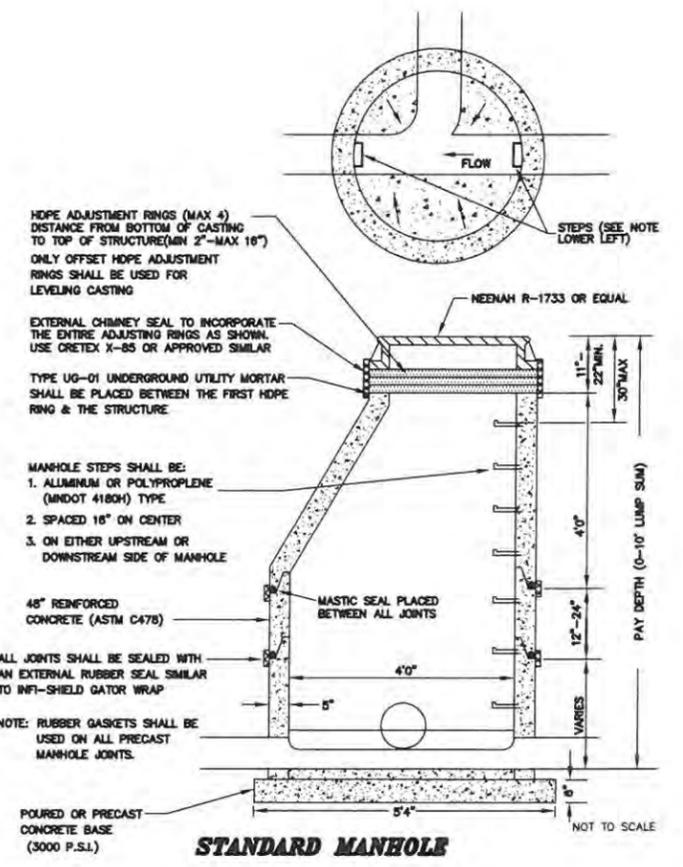
STANDARD CATCH BASIN

NOT TO SCALE



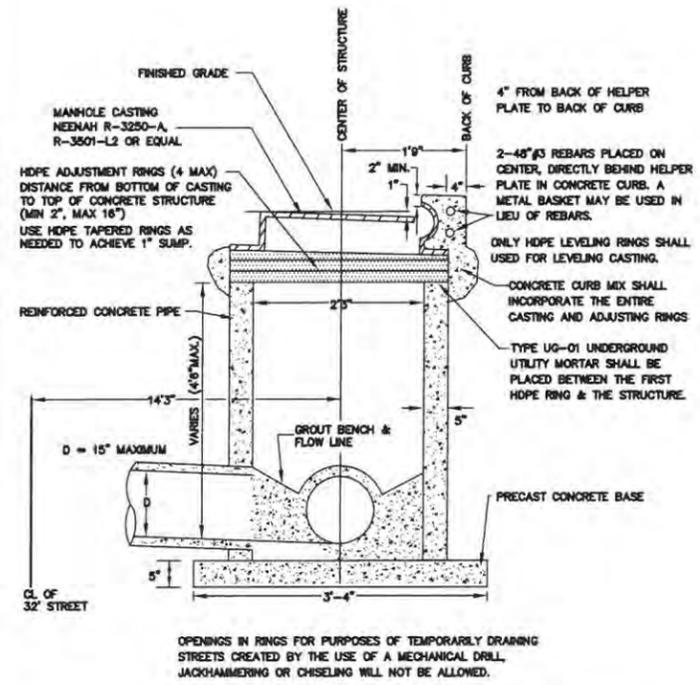
LARGE DIAMETER CATCH BASIN

NOT TO SCALE



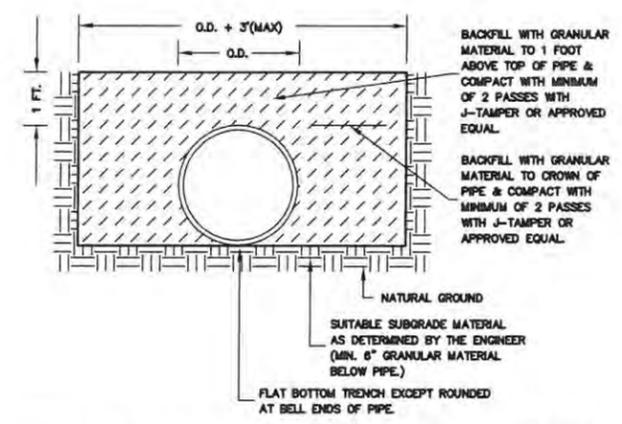
STANDARD MANHOLE

NOT TO SCALE



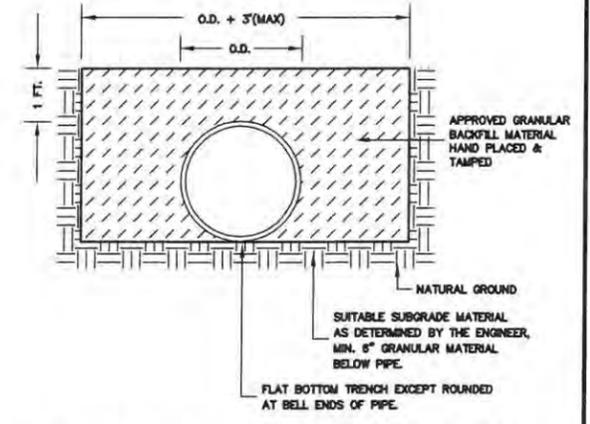
SHALLOW CATCH BASIN

NOT TO SCALE



BEDDING FOR 8" PIPE AND LARGER

NOT TO SCALE



BEDDING FOR 4"-6" PIPE

NOT TO SCALE

NO	DATE	BY	CKD	REVISION

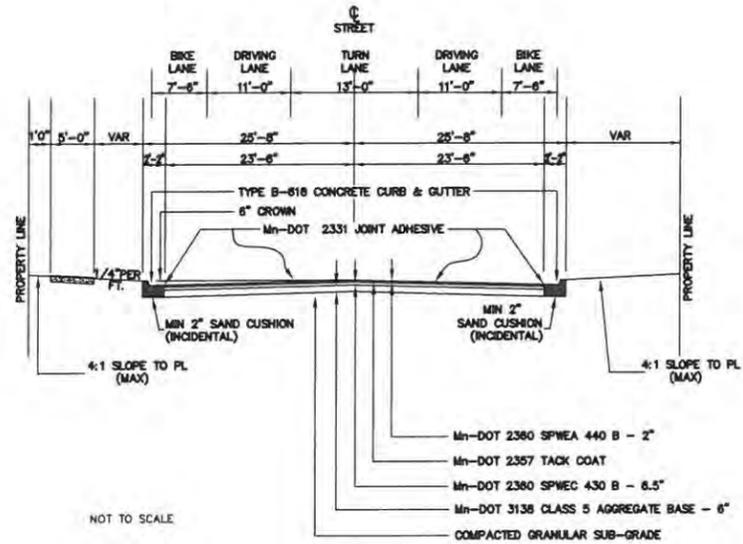
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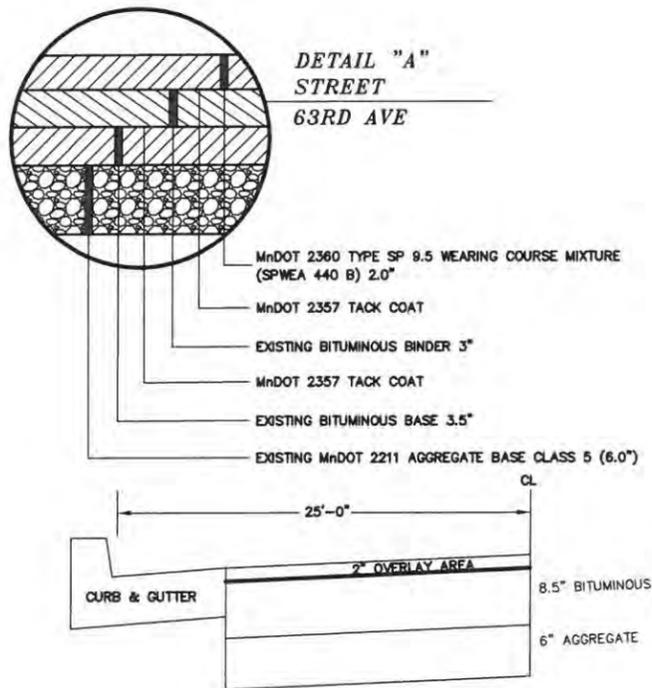
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 JESSE STRUVE, P.E. CITY ENGINEER

DETAIL SHEET

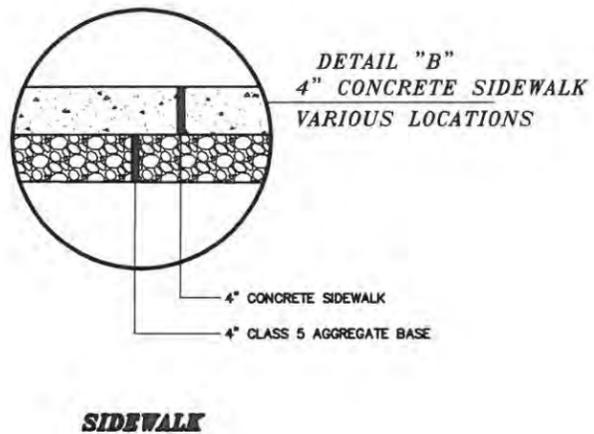
CAPITAL IMPROV. NO. 4002-19	DRAWN BY IDS	DATE APPROVED 1-14-2019	SHEET 6 OF 33
DESIGNED BY CER	CHECKED BY JMS	HORIZ. SCALE	
STATE AID PROJ. NO. 110-103-014	VERT. SCALE		



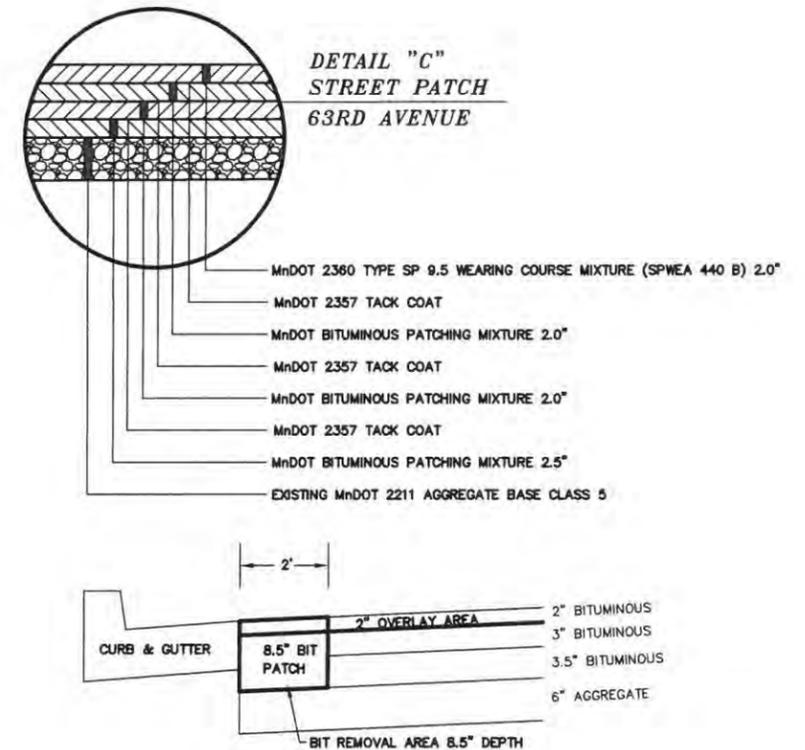
**TYPICAL COMMERCIAL AND MEDIUM DENSITY 50' ROADWAY (B-B)
63RD AVE**



**63RD AVE
(SAP 110-103-014)**



SIDEWALK



**63RD AVENUE
(SAP 110-103-014)**

NO	DATE	BY	CKD	REVISION

**CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION**
 5200 85TH AVE. N.
Brooklyn Park BROOKLYN PARK, MN. 55443
 PH# 763/493-8100
Unique. United. Undiscovered. FAX# 763/493-8391

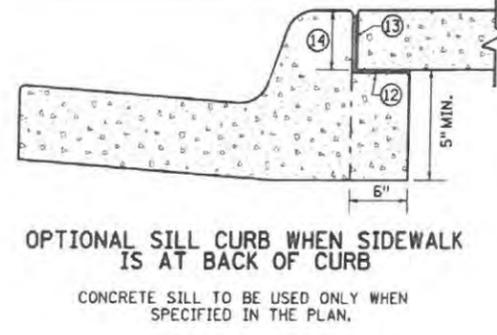
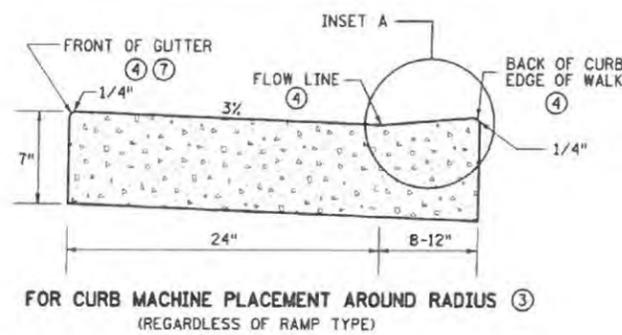
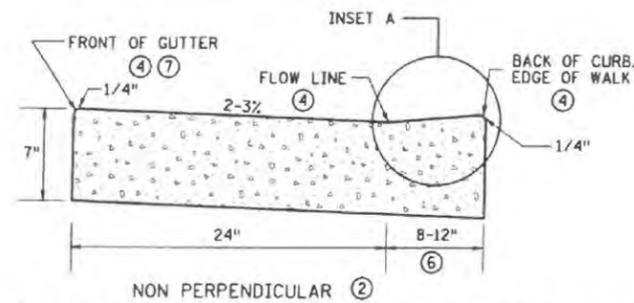
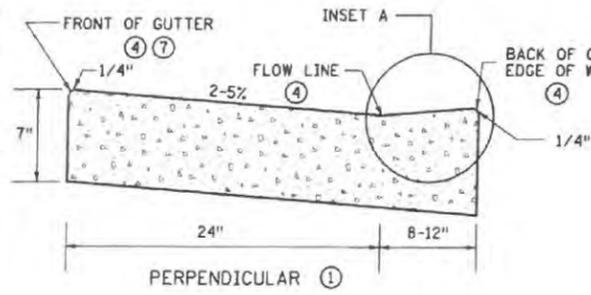
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 TYPED NAME CRAIG RUNNAKKO
 DATE 1-14-2019 LIC. NO. 28155
 JESSE STRUVE, P.E. CITY ENGINEER

DETAIL SHEET

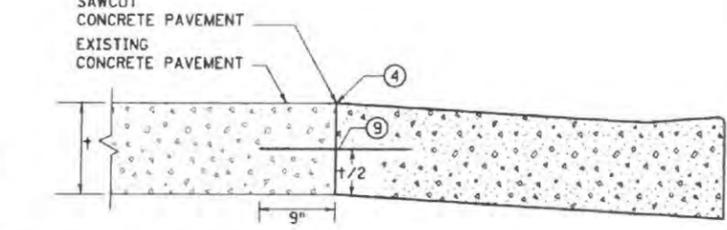
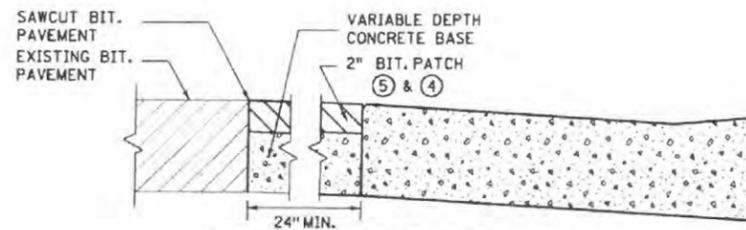
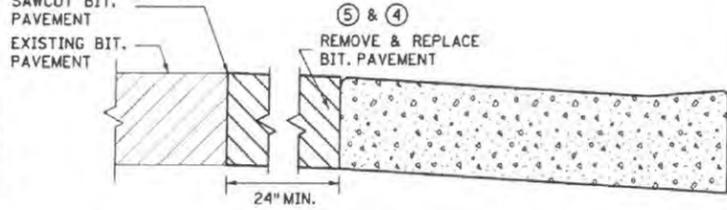
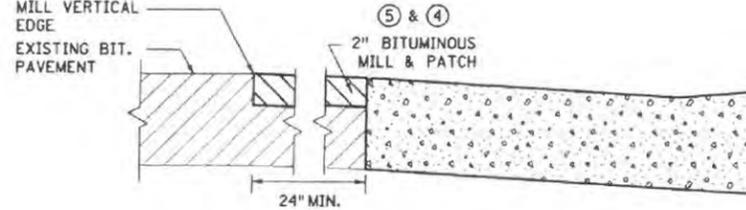
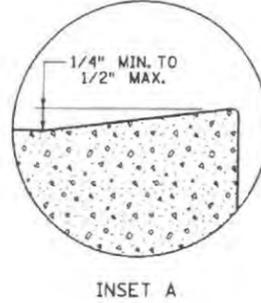
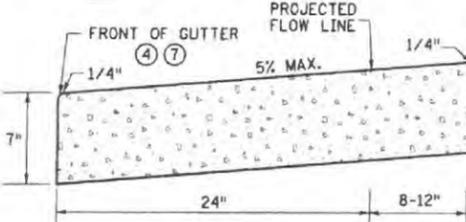
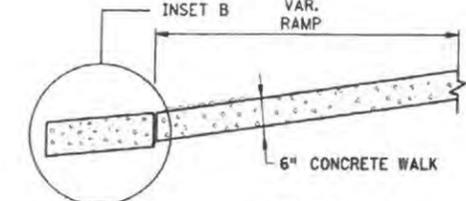
CAPITAL IMPROV. NO. 4002-19
 DRAWN BY IDS DATE APPROVED 1-14-2019
 DESIGNED BY CER HORIZ. SCALE
 CHECKED BY JMS VERT. SCALE

SHEET 7 OF 33

PLOTTED/REVISED:
 C:\Users\james@bpc.com\Documents\Operations\ADA_Review\ADA_DesignGuidelines\ADA&space;Strand&space;Detail\156space&space;space;Files\2016&space;space;space;Cur&space;Ramp&space;space;Std.&



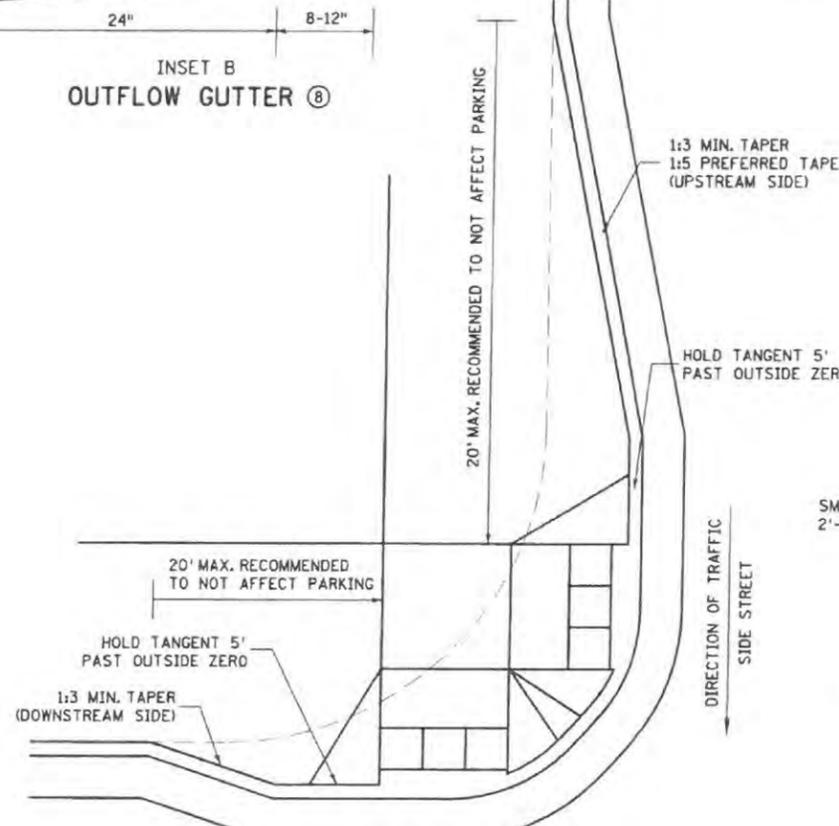
PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL



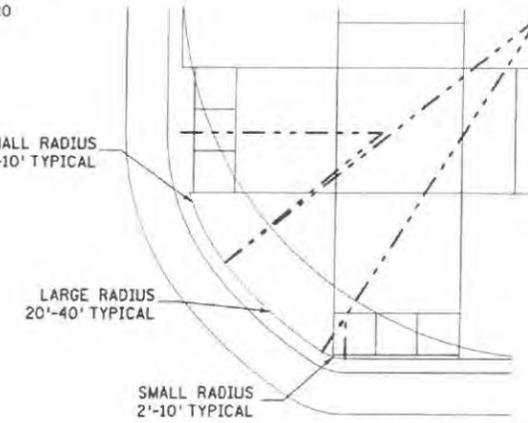
ONLY ALLOWED PER ENGINEER'S APPROVAL

PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER
 FOR USE ON CURB RAMP RETROFITS

- NOTES:**
 POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM. NO PONDING SHALL BE PRESENT IN THE PAR.
 ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.
- FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.
 - FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.
 - BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.
 - THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4\".
 - ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.
 - VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.
 - TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5\" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.
 - SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.
 - DRILL AND GROUT NO. 4 EPOXY-COATED 18\" LONG TIE BARS AT 30\" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1\" MINIMUM FROM ALL JOINTS.
 - HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.
 - CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.
 - PLACE BOND BREAKER BETWEEN WALK AND TOP OF SILL.
 - 1/2\" PREFORMED JOINT FILLER PER MNDOT SPEC. 3702.
 - DIMENSION TO BE SAME AS SIDEWALK THICKNESS, 4\" MIN.



COMBINED DIRECTIONAL (COMPOUND RADIUS)



DISTRICT: DISTRICT *
 USER NAME: USER@BPC.COM
 FILE NAME: Documents\Operations\ADA_Review\ADA_DesignGuidelines\ADA&space;Strand&space;Detail\156space&space;space;Files\2016&space;space;space;Cur&space;Ramp&space;space;Std.&

REVISION:
 APPROVED: JANUARY 23, 2017
 OPERATIONS ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION
 STATE DESIGN ENGINEER
 APPROVED: 1-23-2017

PEDESTRIAN CURB RAMP DETAILS
 STANDARD PLAN 5-297.250 3 OF 6

NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
 ENGINEERING SERVICES DIVISION
 Brooklyn Park
 Unique. United. Undiscovered.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
 TYPED NAME: CRAIG RUNNAKCO
 DATE: 1-14-2019 LIC. NO.: 26155
 JESSE STRUVE, P.E. CITY ENGINEER

PEDESTRIAN CURB RAMP DETAILS

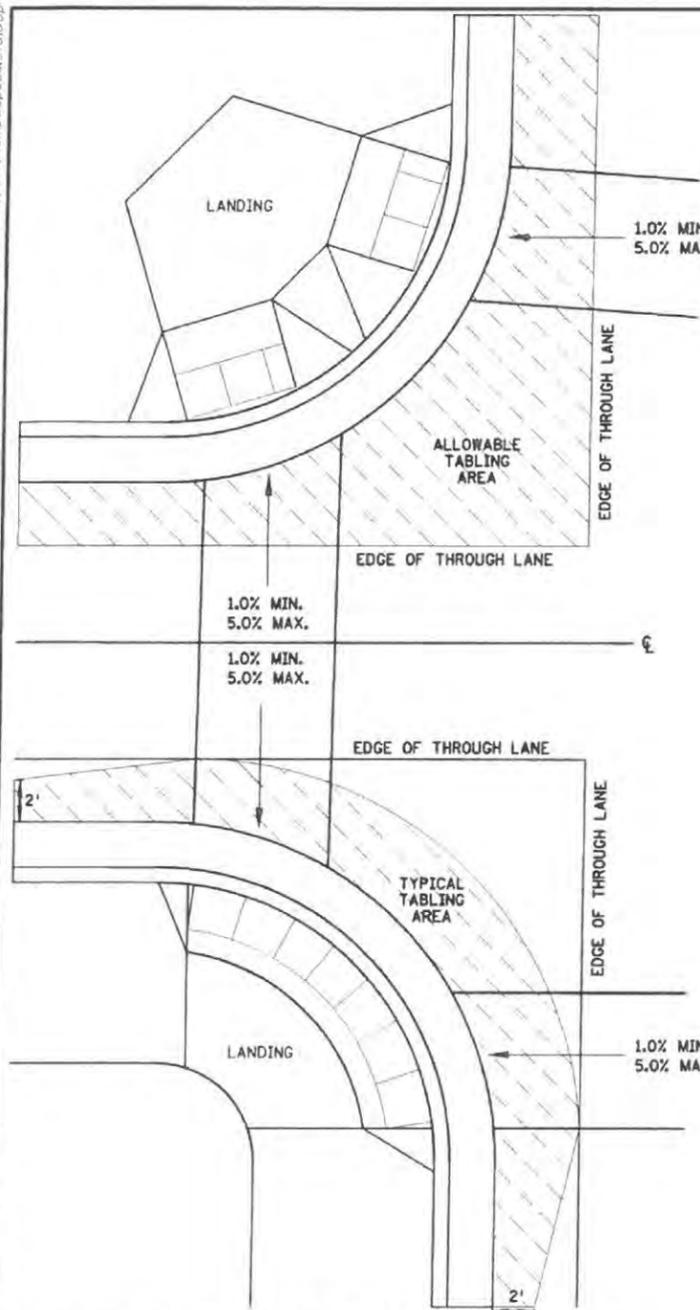
CAPITAL IMPROV. NO. 4002-19
 DRAWN BY: IDS
 DATE APPROVED: 1-14-2019
 DESIGNED BY: CER
 CHECKED BY: CER
 STATE AID PROJ. NO. 110-103-014
 HORIZ. SCALE
 VERT. SCALE

SHEET 10 OF 33

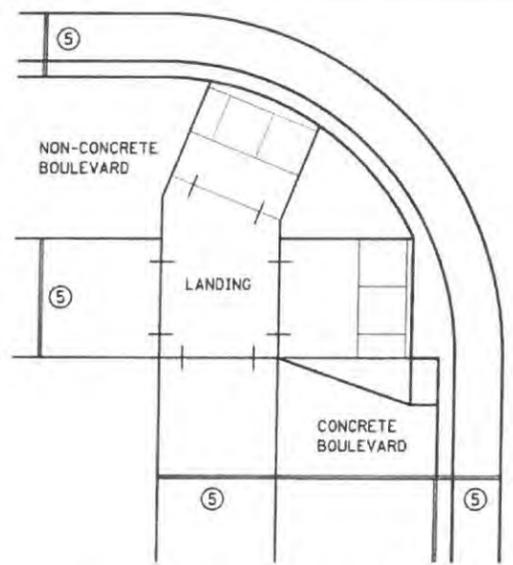
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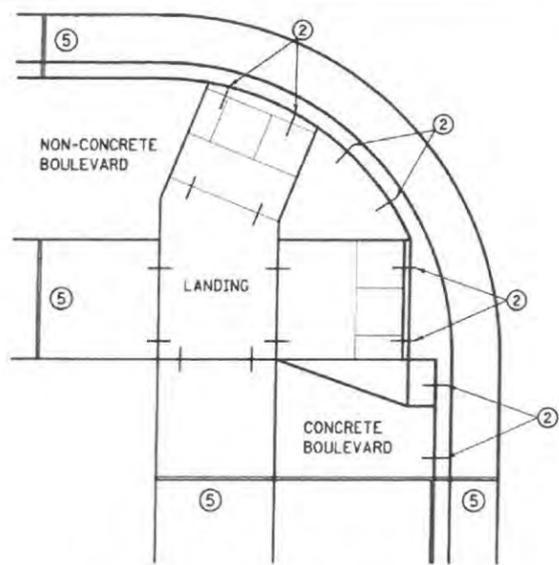
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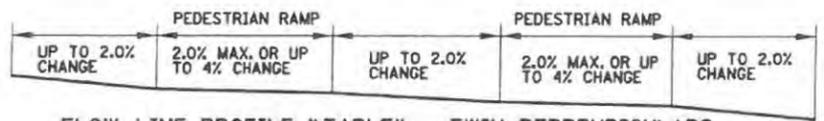
CURB LINE AND ROAD CROSSING ADJUSTMENTS



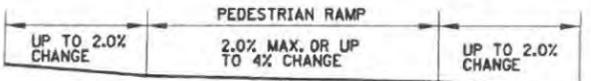
EXPANSION MATERIAL PLACEMENT FOR CONCRETE AND BITUMINOUS ROADWAYS



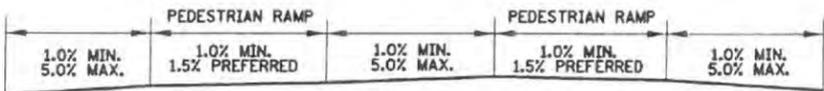
OPTIONAL CURB LINE REINFORCEMENT PLACEMENT ON BITUMINOUS ROADWAYS ④



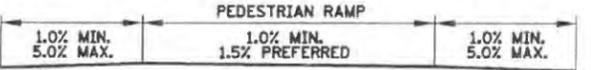
FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



FLOW LINE PROFILE "TABLE" - FAN



FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



FLOW LINE PROFILE RAISE - FAN

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

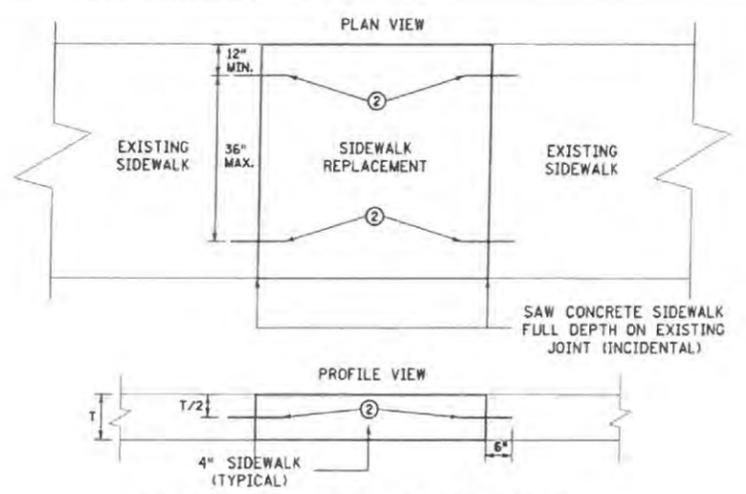
MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
- 2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
- 3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
- 4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

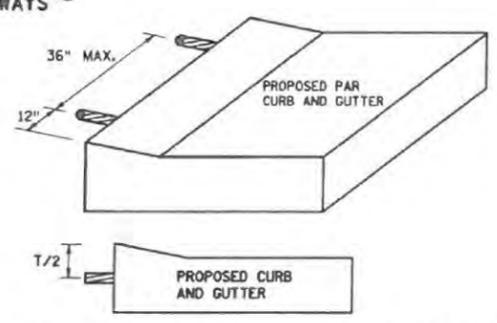
RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
- 3) 5.0% RECOMMENDED MAX. FLOW LINE
- 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

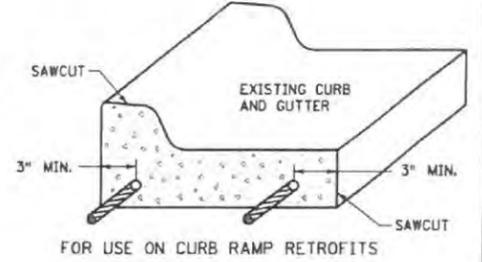


OPTIONAL SIDEWALK REINFORCEMENT

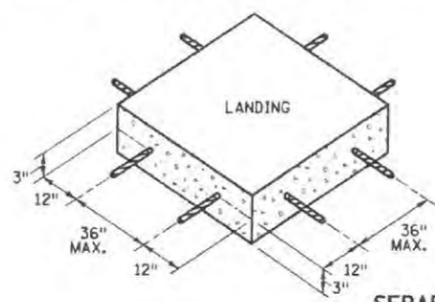
SIDEWALK REINFORCEMENT TO BE USED ONLY WHEN SPECIFIED IN THE PLAN.



OPTIONAL CURB LINE REINFORCEMENT DETAILS ② ④



CURB AND GUTTER REINFORCEMENT ③



SEPARATE LANDING POUR REINFORCEMENT ①

NOTES:

- ① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- ② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS AT 36" MAXIMUM CENTER TO CENTER (EPOXY COATED). BARS TO BE ADJUSTED TO MATCH RAMP GRADE.
- ③ DRILL AND GROUT 2 - NO. 4 X 12" LONG REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS WITHIN RADIUS.
- ④ THIS OPTIONAL CURB LINE REINFORCEMENT DETAIL SHOULD ONLY BE USED ON BITUMINOUS ROADWAYS WHEN SPECIFIED IN THE PLAN.
- ⑤ 1/2 IN. PREFORMED JOINT FILLER MATERIAL PER MNDOT SPEC. 3702.

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER



Tom Smith
STATE DESIGN ENGINEER

REVISOR:

APPROVED: 1-23-2017

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250

6 OF 6

NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION

Brooklyn Park

5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
FAX# 763/493-8391

Unique. United. Undiscovered.

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TYPED NAME: CRAIG RUNNAKKO

DATE: 1-14-2019 LIC. NO. 26155

JESSE STRUVE, P.E. CITY ENGINEER

PEDESTRIAN CURB RAMP DETAILS

CAPITAL IMPROV. NO. 4002-19

DESIGNED BY: IDS

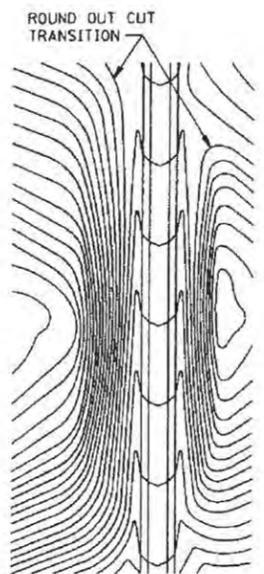
CHECKED BY: CER

DATE APPROVED: 1-14-2019

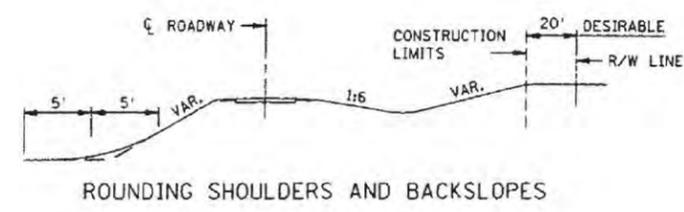
HORIZ. SCALE

VERT. SCALE

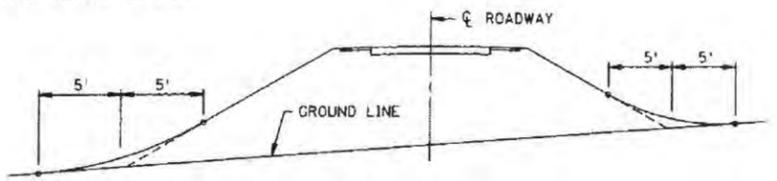
SHEET 13 OF 33



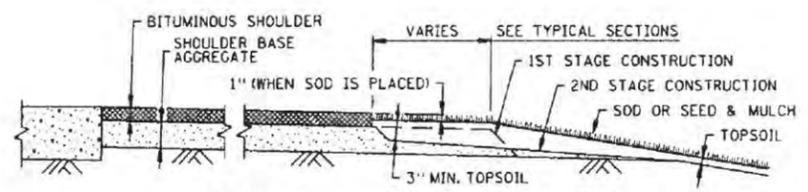
CONTOURING ROAD CUTS



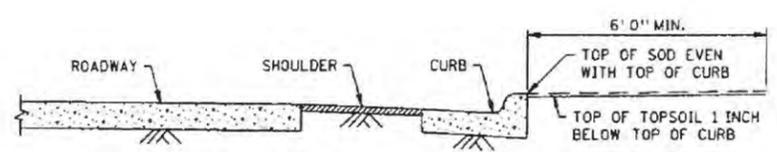
ROUNDING SHOULDERS AND BACKSLOPES



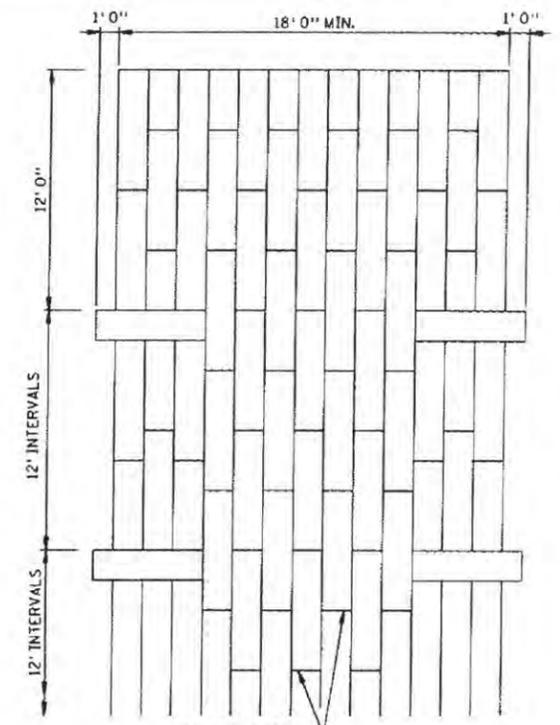
SHAPING FOR DRAINAGE ALONG THE TOE OF FILL SLOPES



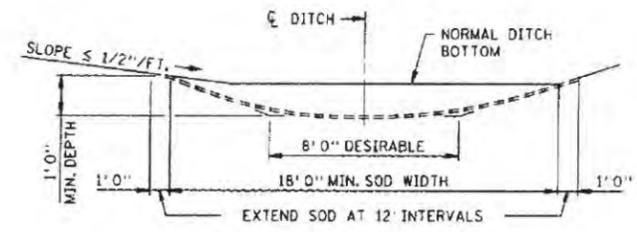
SHAPING AND TOPSOILING INSLOPES



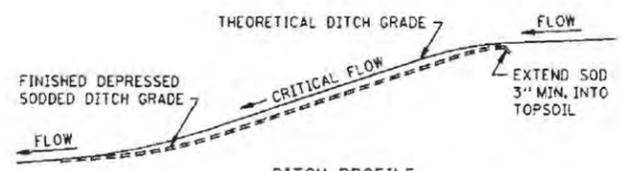
SHAPING ADJACENT TO CURBS WHEN SOD IS PLACED



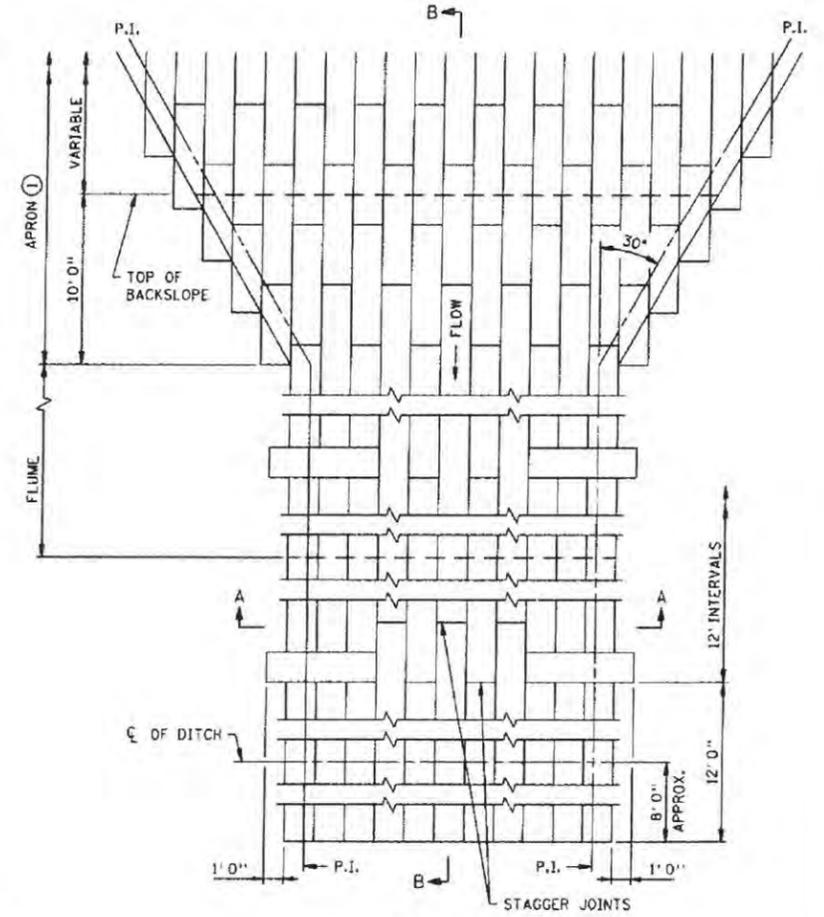
PLAN VIEW



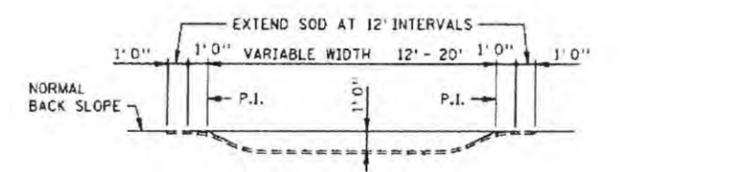
SODDED DITCH CROSS SECTION
WHERE FRONT OR BACK SLOPE IS FLAT (LESS THAN 1/2"/FT.), FIRST NOTCH DITCH AND THEN PROVIDE ROUNDING.



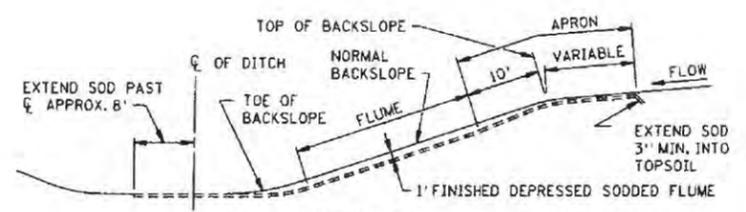
DITCH PROFILE
SODDED DITCH DETAILS



PLAN VIEW



SECTION A-A



SECTION B-B
SODDED FLUME DETAILS

NOTES:
SEE SPEC. 2575.3 FOR ADDITIONAL INFORMATION.
① CONSTRUCT TAPER AS DIRECTED BY THE ENGINEER.

REVISION:
APPROVED: 2-28-2017
[Signature]
CHIEF ENVIRONMENTAL OFFICER

MINNESOTA DEPARTMENT OF TRANSPORTATION
[Signature]
STATE DESIGN ENGINEER
APPROVED: 2-28-2017

PERMANENT EROSION CONTROL
ALONG ROADWAYS, DITCHES AND FLUMES
STANDARD PLAN 5-297.404 1 OF 3

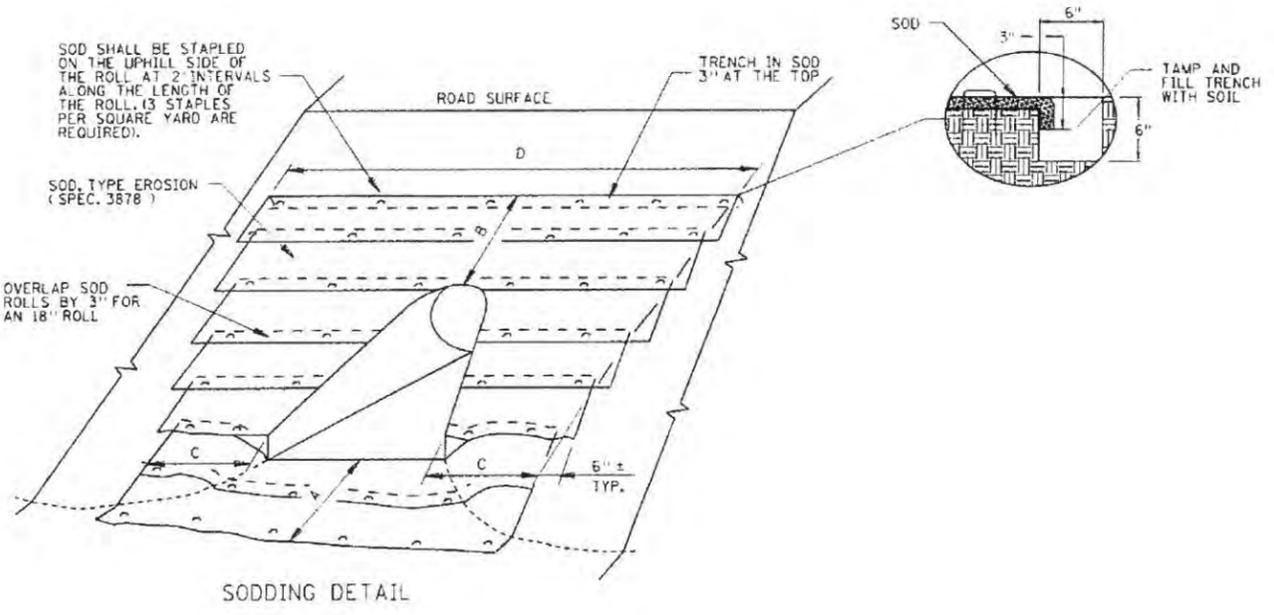
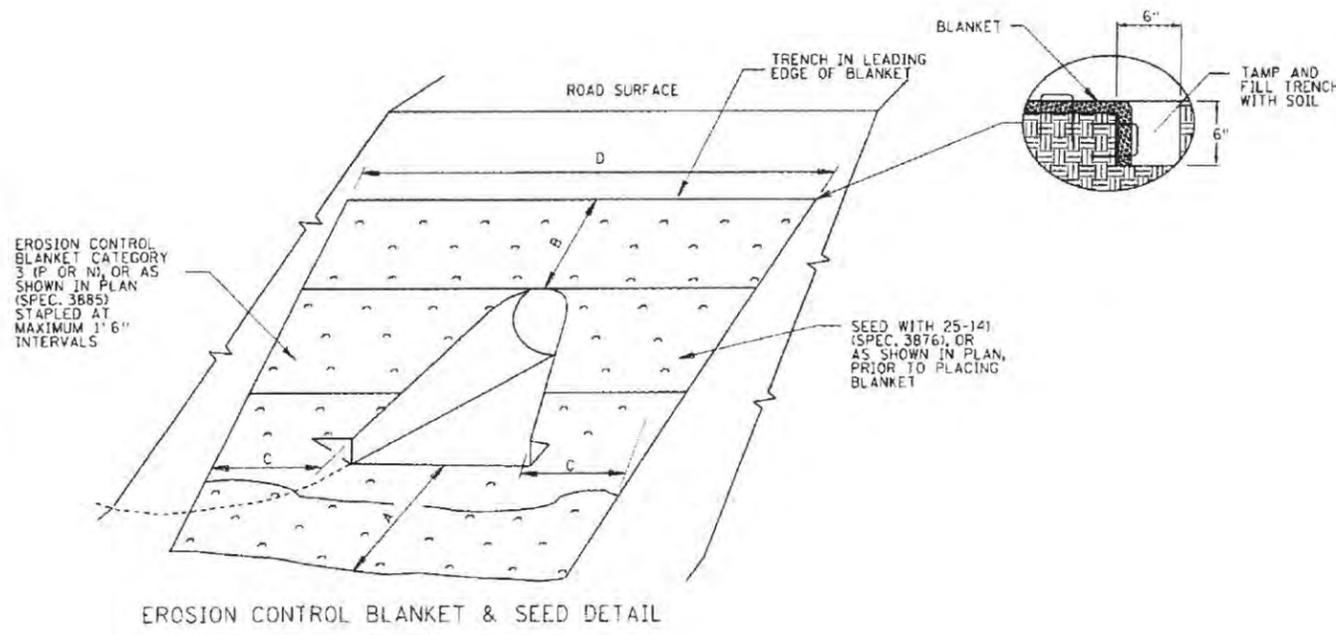
NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION
5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
FAX# 763/493-8391

JESSE STRUVE, P.E. CITY ENGINEER

PERMANENT EROSION CONTROL

CAPITAL IMPROV. NO. 4002-19
DRAWN BY IDS
DESIGNED BY CER
CHECKED BY JMS
DATE APPROVED 1-14-2019
HORIZ. SCALE
VERT. SCALE
SHEET 14 OF 33



CULVERT INLET APRON ①

CULVERT DIAMETER ②	SOD OR EROSION CONTROL BLANKET (SQ. YDS.)						"A"	"B"	"C"	"D"
	CIRCULAR AND ARCH PIPE METAL APRON (PLATE 3123, PLATE 3122)	CIRCULAR AND ARCH PIPE CONCRETE APRON (PLATE 3100, PLATE 3110)	CIRCULAR AND ARCH PIPE METAL SAFETY APRON 1:4 SLOPE (PLATE 3148)	CIRCULAR AND ARCH PIPE METAL SAFETY APRON 1:6 SLOPE (PLATE 3148)	CIRCULAR CORRUGATED METAL PIPE SAFETY APRON 1:6 SLOPE (PLATE 3128)	CIRCULAR CORRUGATED METAL PIPE SAFETY APRON 1:4 SLOPE (PLATE 3128)				
15"	9	9	8	8	N/A	N/A	3'	1.5'	3'	13'
18"	13	12	12	14	16	N/A	3'	3'	3'	16'
21"	14	14	14	16	18	14	3'	3'	3'	17'
24"	16	15	16	19	21	17	3'	3'	3'	18'
27"	N/A	20	N/A	N/A	N/A	N/A	3'	4.5'	3'	20'
30"	23	22	25	30	32	N/A	3'	4.5'	3'	22'
36"	34	34	39	48	51	37	4.5'	4.5'	4.5'	27'
42"	43	40	51	64	N/A	N/A	4.5'	6'	4.5'	30'
48"	54	50	66	82	N/A	N/A	4.5'	7.5'	4.5'	34'
54"	65	56	81	102	N/A	N/A	4.5'	9'	4.5'	37'
60"	69	59	91	115	N/A	N/A	4.5'	9'	4.5'	39'
66"	69	63	N/A	N/A	N/A	N/A	4.5'	9'	4.5'	39'
72"	78	72	99	122	N/A	N/A	4.5'	10.5'	4.5'	41'

CULVERT OUTLET APRON ①

CULVERT DIAMETER ②	SOD OR EROSION CONTROL BLANKET (SQ. YDS.)						"A"	"B"	"C"	"D"
	CIRCULAR AND ARCH PIPE METAL APRON (PLATE 3123, PLATE 3122)	CIRCULAR AND ARCH PIPE CONCRETE APRON (PLATE 3100, PLATE 3110)	CIRCULAR AND ARCH PIPE METAL SAFETY APRON 1:4 SLOPE (PLATE 3148)	CIRCULAR AND ARCH PIPE METAL SAFETY APRON 1:6 SLOPE (PLATE 3148)	CIRCULAR CORRUGATED METAL PIPE SAFETY APRON 1:6 SLOPE (PLATE 3128)	CIRCULAR CORRUGATED METAL PIPE SAFETY APRON 1:4 SLOPE (PLATE 3128)				
15"	10	10	9	10	N/A	N/A	4.5'	1.5'	3'	13'
18"	13	13	12	14	15	N/A	6'	1.5'	3'	14'
21"	16	14	16	18	19	15	6'	1.5'	3'	15'
24"	18	18	18	21	22	18	7.5'	1.5'	3'	16'
27"	N/A	19	N/A	N/A	N/A	N/A	7.5'	1.5'	3'	17'
30"	23	23	24	28	29	N/A	9'	1.5'	3'	18'
36"	36	35	38	47	48	37	10.5'	1.5'	4.5'	23'
42"	43	40	47	58	N/A	N/A	12'	1.5'	4.5'	25'
48"	50	46	57	70	N/A	N/A	13.5'	1.5'	4.5'	27'
54"	57	50	67	84	N/A	N/A	15'	1.5'	4.5'	29'
60"	74	63	90	113	N/A	N/A	16.5'	1.5'	6'	33'
66"	75	67	N/A	N/A	N/A	N/A	16.5'	1.5'	6'	33'
72"	77	70	92	114	N/A	N/A	16.5'	1.5'	6'	34'

NOTES:
 AREA SHOWN IN SQUARE YARDS IS FOR ONE CULVERT END.
 QUANTITIES ARE CALCULATED TO INCLUDE SOD REQUIRED TO PROVIDE A 3" OVERLAP ON ALL 18" WIDE ROLLS. THIS ALLOWS FOR SHRINKAGE OF THE SOD.
 FOR PIPE ARCHES USE EQUIVALENT PIPE DIAMETER TO APPROXIMATE AREA.
 FOR CORRUGATED POLYETHYLENE PIPE METAL APRON (PLATE 3129), USE THE METAL APRON COLUMN (PLATE 3123).
 AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON APRON SIDE SLOPES OF NO STEEPER THAN 1:2, UNLESS INDICATED AS FOR SAFETY APRONS.
 CARE SHOULD BE TAKEN IN SELECTING SOD TO STABILIZE THE APRON. RIP-RAP SHOULD BE USED FOR FLOW VELOCITIES GREATER THAN 6 FPS.
 ① ADDITIONAL QUANTITIES MAY BE SHOWN IN THE PLAN OR REQUIRED BY THE ENGINEER.
 ② FOR ARCH PIPE USE CLOSEST CIRCULAR PIPE DIAMETER AND APRON SLOPE. (DIAMETERS LARGER THAN 72" REQUIRE SPECIAL DESIGNS.)

REVISION:
 APPROVED: 2-28-2017

REVISOR:

 APPROVED: 2-28-2017
 STATE DESIGN ENGINEER

PERMANENT EROSION CONTROL
 TURF ESTABLISHMENT DETAIL AT CULVERT ENDS
 STANDARD PLAN 5-297.404 2 OF 3

NO	DATE	BY	CKD	REVISION

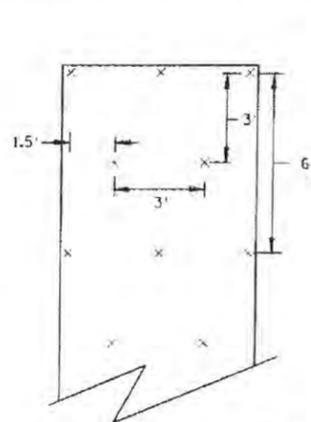
CITY OF BROOKLYN PARK
 ENGINEERING SERVICES DIVISION

 5200 85TH AVE. N.
 BROOKLYN PARK, MN. 55443
 PH# 763/493-8100
 FAX# 763/493-8391

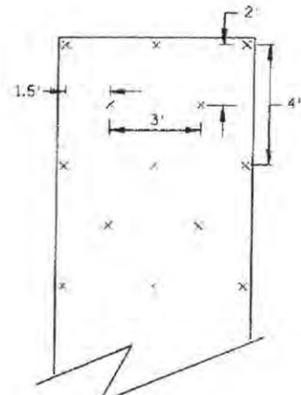
JESSE STRUVE, P.E. CITY ENGINEER

PERMANENT EROSION CONTROL

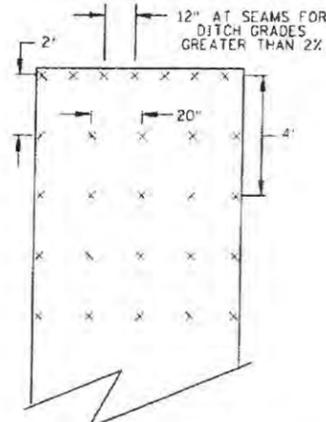
CAPITAL IMPROV. NO. 4002-19
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 VERT. SCALE
 SHEET 15 OF 33



SLOPES FLATTER THAN 1:2
(120 STAPLES PER 100 SQ YD)

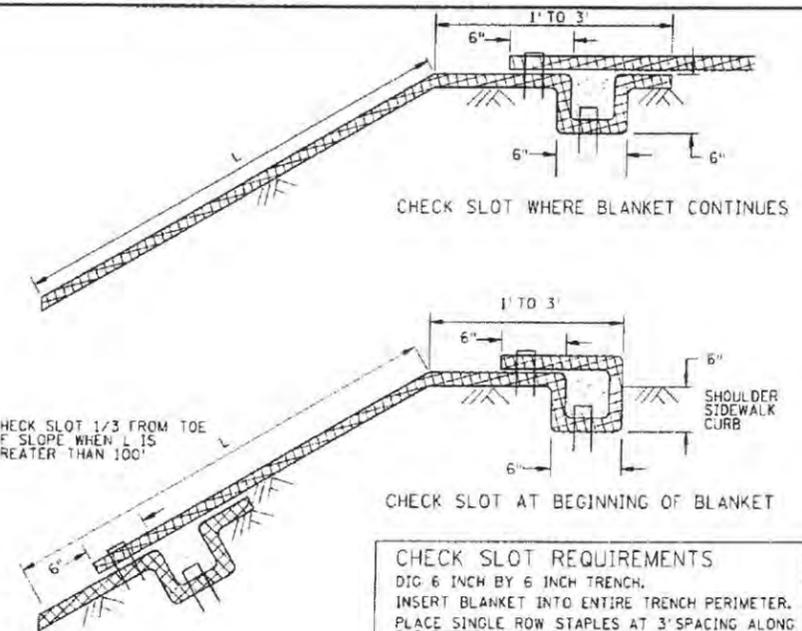


SLOPES 1:2 TO 1:1
(170 STAPLES PER 100 SQ YD)



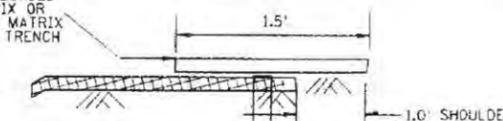
CHANNEL AND DITCH APPLICATIONS
(350 STAPLES PER 100 SQ YD)

BLANKET STAPLE PATTERN

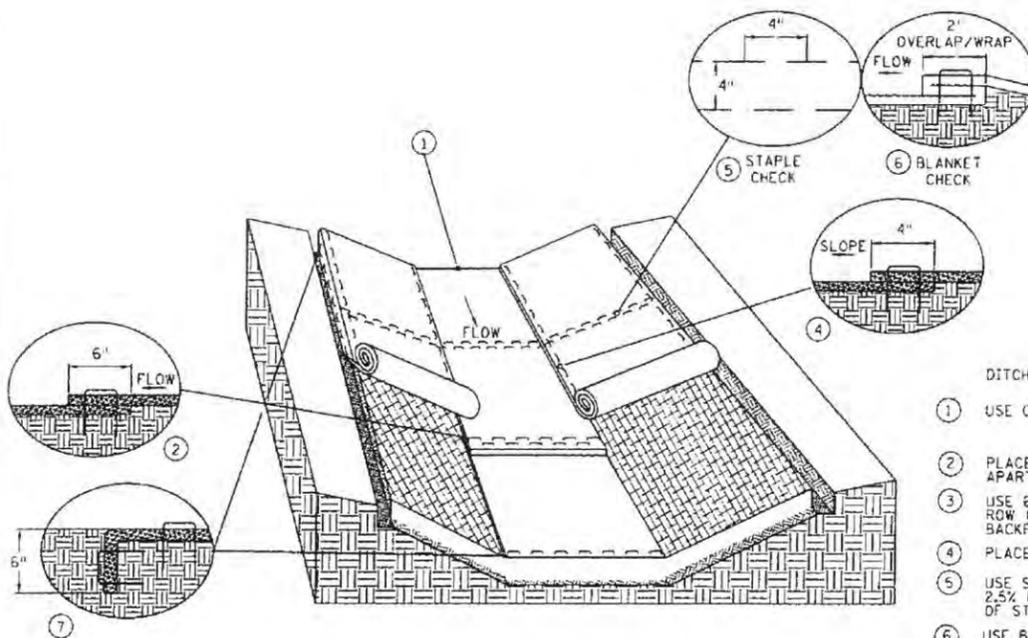


CHECK SLOT REQUIREMENTS
 DIT 6 INCH BY 6 INCH TRENCH.
 INSERT BLANKET INTO ENTIRE TRENCH PERIMETER.
 PLACE SINGLE ROW STAPLES AT 3' SPACING ALONG THE BOTTOM OF THE TRENCH.
 BACKFILL TRENCH WITH SOIL AND TAMP.
 PLACE SINGLE ROW STAPLES AT 3' SPACING ON OVERLAP.

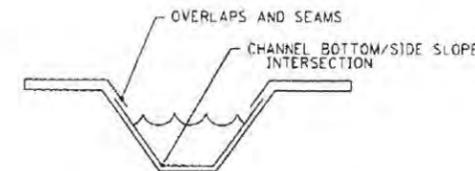
HYDRAULIC BONDED FIBER MATRIX OR REINFORCED MATRIX IN LIEU OF TRENCH



CHECK SLOT ALTERNATIVE
PLACE SINGLE ROW STAPLES AT 12' SPACING
CHECK SLOT DETAILS



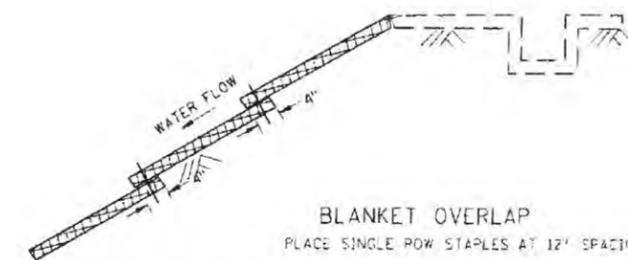
DITCH BLANKET STAPLE DETAIL



DITCH BLANKET CRITICAL POINTS ⑦

DITCH BLANKET STAPLE DETAIL NOTES

- ① USE CHECK SLOT DETAIL (NO ALTERNATES).
- ② PLACE DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER.
- ③ USE 6" X 6" TRENCH TO PLACE BLANKET. PLACE SINGLE ROW OF STAPLES ON TOP AND TRENCH SIDES AT 12" SPACING. BACKFILL TRENCH WITH SOIL AND TAMP.
- ④ PLACE SINGLE ROW OF STAPLES AT 12" SPACING.
- ⑤ USE STAPLE CHECK FOR CHANNEL SLOPES LESS THAN 2.5% GRADE AT 100 FOOT INTERVALS. PLACE DOUBLE ROW OF STAPLES STAGGERED 4" APART AND AT 4" SPACING.
- ⑥ USE BLANKET CHECKS FOR THE FOLLOWING SLOPES:
 2.5%-3% 100 FT INTERVALS
 3%-5% 50 FT INTERVALS
 5%-7% 25 FT INTERVALS
- ⑦ CRITICAL POINTS SHALL BE SECURED WITH PROPER STAPLE PATTERNS.



BLANKET OVERLAP
PLACE SINGLE ROW STAPLES AT 12' SPACING

GENERAL BLANKET INSTALLATION REQUIREMENTS
 PREPARE SOIL AS PER SPECIFICATION 2574.
 LAY PARALLEL OR PERPENDICULAR TO THE DIRECTION OF WATER FLOW.
 OVERLAP ADJACENT STRIP EDGES A MINIMUM OF 4 INCHES.
 OVERLAP BLANKET 6" (MIN.) AT EACH END. OVERLAP BOTTOM END OF UPPER BLANKET OVER TOP END OF LOWER BLANKET. STAPLE ALONG OVERLAP EVERY 1.5'.
 THE UPPERMOST BLANKET OF ALL SLOPE APPLICATIONS MUST START IN A CHECK SLOT. IF SLOPE LENGTH (L) IS 100' OR GREATER, INSERT BLANKET INTO A CHECK SLOT 1/3 FROM THE BOTTOM OF THE SLOPE.

REVISION:
 APPROVED: 2-28-2017
[Signature]
 CHIEF ENVIRONMENTAL OFFICER

m
 MINNESOTA
 DEPARTMENT OF TRANSPORTATION

[Signature]
 STATE DESIGN ENGINEER

REVISED:
 APPROVED:
 2-28-2017

PERMANENT EROSION CONTROL
 BLANKET STAPLE PATTERN FOR SLOPES
 STANDARD PLAN 5-297.404 3 OF 3

NO	DATE	BY	CKD	REVISION

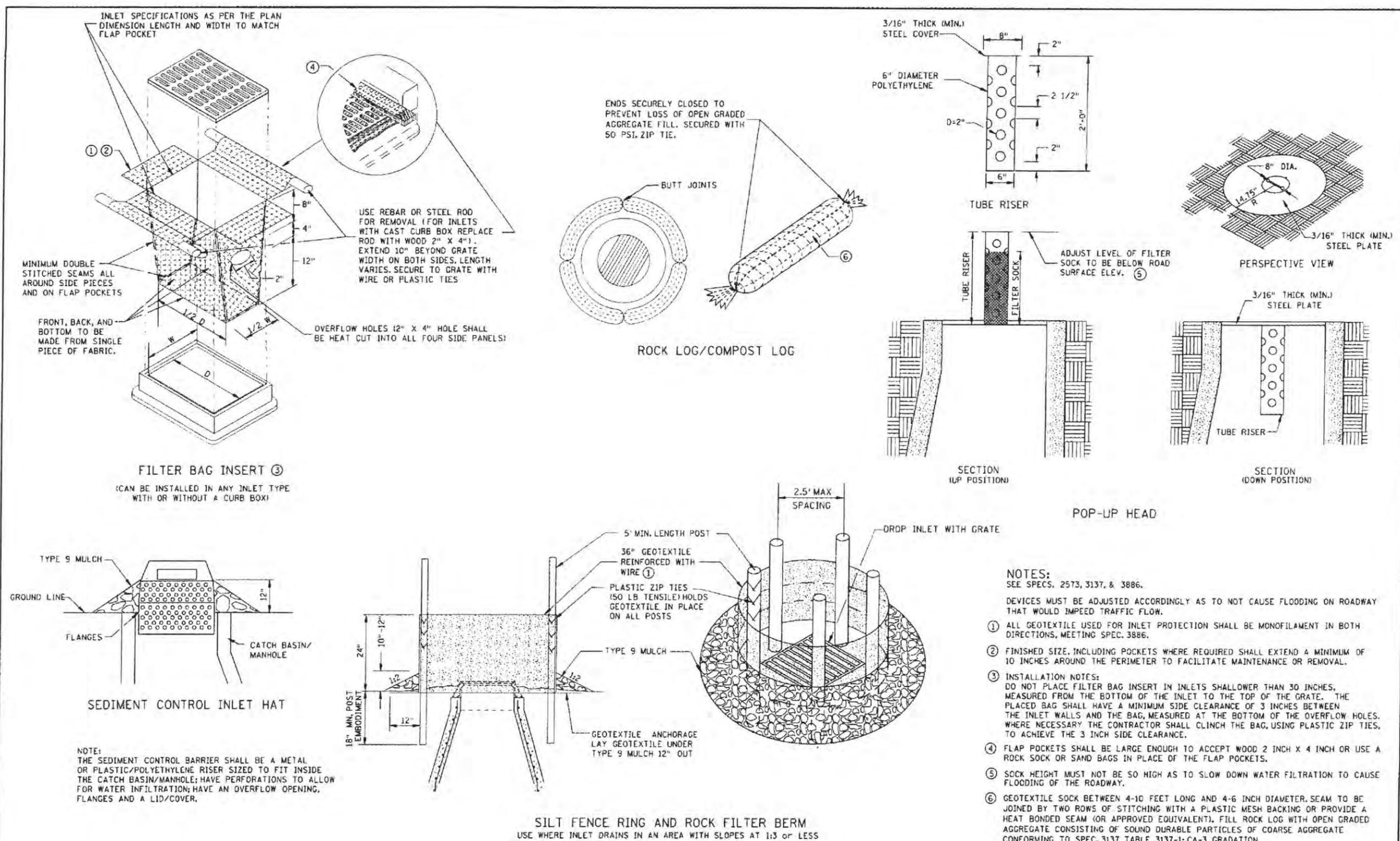
CITY OF BROOKLYN PARK
 ENGINEERING SERVICES DIVISION
 Brooklyn Park
 5200 85TH AVE. N.
 BROOKLYN PARK, MN. 55443
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JESSE STRUVE, P.E. CITY ENGINEER

PERMANENT EROSION CONTROL

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SHEET 16 OF 33



- NOTES:**
SEE SPECS. 2573, 3137, & 3886.
- DEVICES MUST BE ADJUSTED ACCORDINGLY AS TO NOT CAUSE FLOODING ON ROADWAY THAT WOULD IMPEDE TRAFFIC FLOW.
- ① ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING SPEC. 3886.
 - ② FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
 - ③ **INSTALLATION NOTES:** DO NOT PLACE FILTER BAG INSERT IN INLETS SHALLOWER THAN 30 INCHES, MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE. THE PLACED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE OF 3 INCHES BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES. WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3 INCH SIDE CLEARANCE.
 - ④ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2 INCH X 4 INCH OR USE A ROCK SOCK OR SAND BAGS IN PLACE OF THE FLAP POCKETS.
 - ⑤ SOCK HEIGHT MUST NOT BE SO HIGH AS TO SLOW DOWN WATER FILTRATION TO CAUSE FLOODING OF THE ROADWAY.
 - ⑥ GEOTEXTILE SOCK BETWEEN 4-10 FEET LONG AND 4-6 INCH DIAMETER. SEAM TO BE JOINED BY TWO ROWS OF STITCHING WITH A PLASTIC MESH BACKING OR PROVIDE A HEAT BONDED SEAM (OR APPROVED EQUIVALENT). FILL ROCK LOG WITH OPEN GRADED AGGREGATE CONSISTING OF SOUND DURABLE PARTICLES OF COARSE AGGREGATE CONFORMING TO SPEC. 3137 TABLE 3137-1; CA-3 GRADATION.

REVISION:

APPROVED: 2-28-2017

[Signature]
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REVISOR:

MINNESOTA

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STATE DESIGN ENGINEER

APPROVED: 2-28-2017

DEPARTMENT OF TRANSPORTATION

TEMPORARY SEDIMENT CONTROL
STORM DRAIN INLET PROTECTION

STANDARD PLAN 5-297.405 4 OF 8

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Brooklyn Park

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TEMPORARY SEDIMENT CONTROL

TEMPORARY SEDIMENT CONTROL

CAPITAL IMPROV. NO. 4002-19

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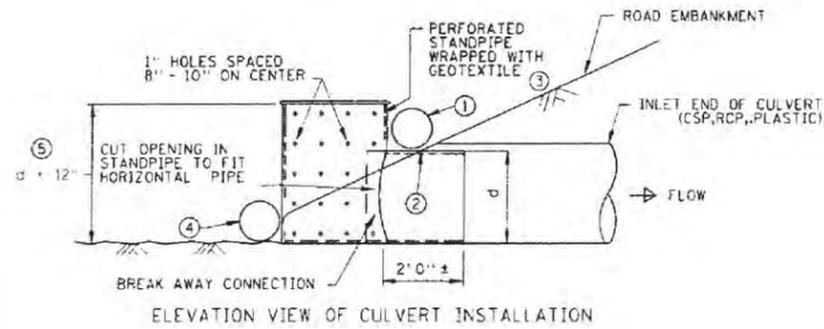
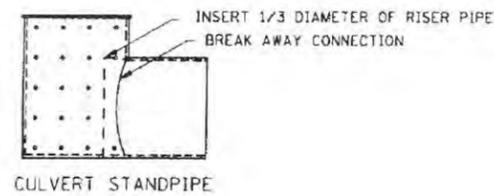
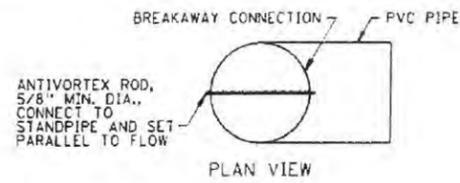
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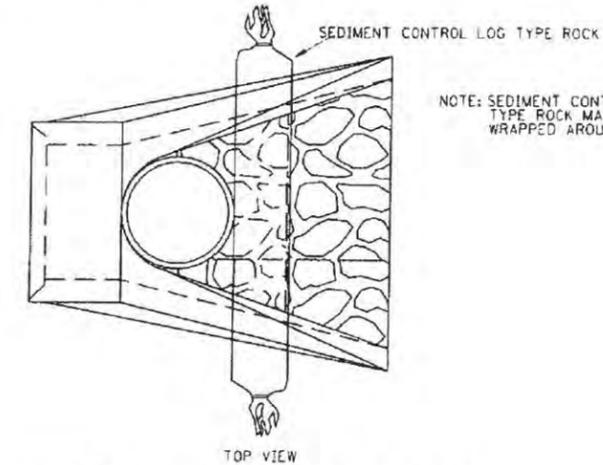
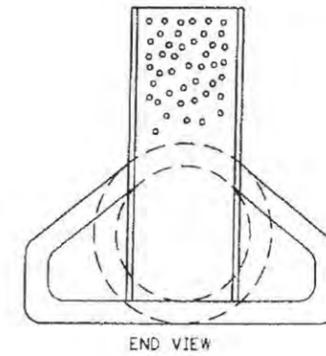
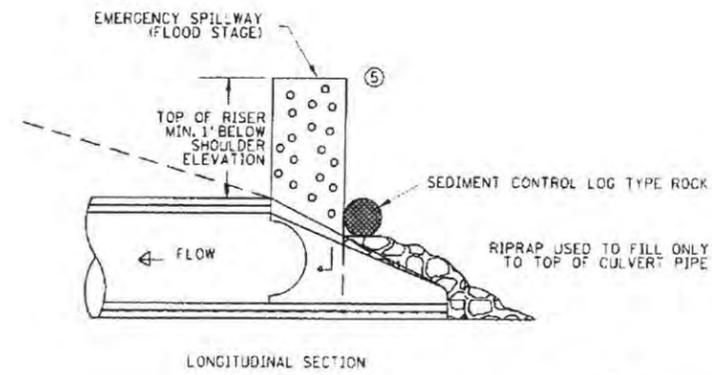
HORIZ. SCALE

VERT. SCALE

SHEET 17 OF 33

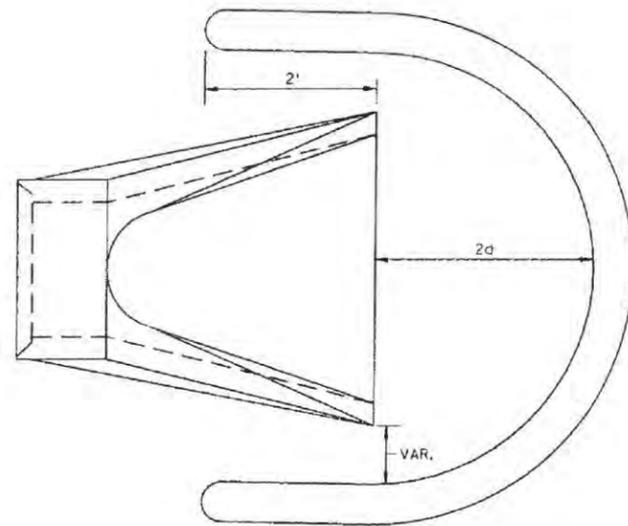


CULVERT STANDPIPE INSERT (D-RISER)
d = CULVERT SIZE: 12" - 36"

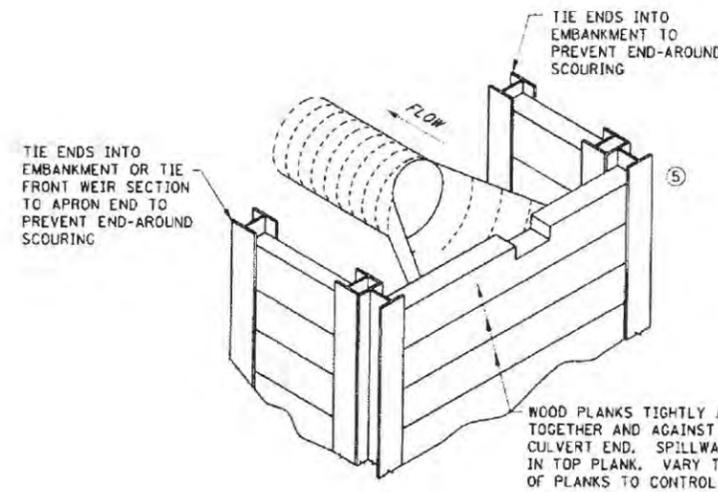


NOTE: SEDIMENT CONTROL LOG TYPE ROCK MAY BE WRAPPED AROUND RISER

CULVERT STANDPIPE INSERT (D-RISER)



SEDIMENT CONTROL LOG WEIR (COMPOST, WOOD CHIP, OR ROCK)
d = CULVERT SIZE: 12" - 36"



WOOD PLANK WEIR

NOTES:

- SEE SPECS. 2573, 3891 & 3893.
- FOR USE WHEN TEMPORARY PONDING IS NEEDED IN DITCH SECTIONS FOR SEDIMENT CONTROL.
- MANUFACTURED ALTERNATIVES LISTED ON MUDOT'S APPROVED PRODUCTS LIST MAY BE SUBSTITUTED AT NO ADDITIONAL COST.
- ① ROCK LOG OR SANDBAG TO HOLD STANDPIPE AND ACT AS A SEAL BETWEEN RISER PIPE AND CULVERT.
- ② PLACE CULVERT APRON AND SLIDE TEMPORARY STANDPIPE INTO CSP OR RCP CULVERT.
- ③ ALL GEOTEXTILE USED FOR CULVERT PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING SPEC. 3886 FOR MACHINE SLICED.
- ④ ROCK LOG OR RIP RAP TO HOLD STANDPIPE AND ACT AS A FILTER BETWEEN RISER PIPE AND CULVERT.
- ⑤ HEIGHT OVERFLOW NOT TO CAUSE FLOODING OF ROAD OR ADJACENT PROPERTIES.

REVISION:
APPROVED: 2-28-2017
[Signature]
CHIEF ENVIRONMENTAL OFFICER

m
MINNESOTA
DEPARTMENT
OF
TRANSPORTATION

[Signature]
STATE DESIGN ENGINEER

REVISED:
APPROVED:
2-28-2017

TEMPORARY SEDIMENT CONTROL
CULVERT END CONTROLS

STANDARD PLAN 5-297.405

8 OF 8

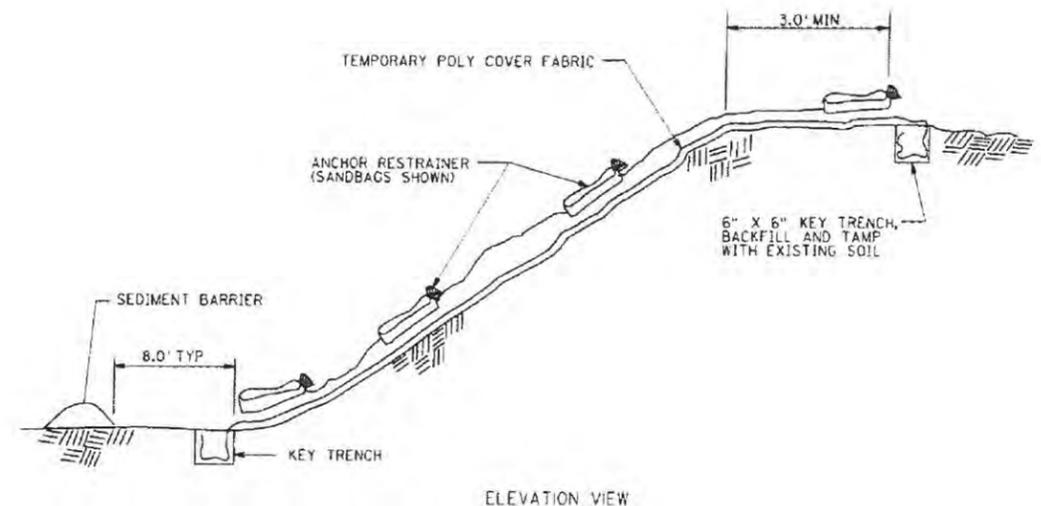
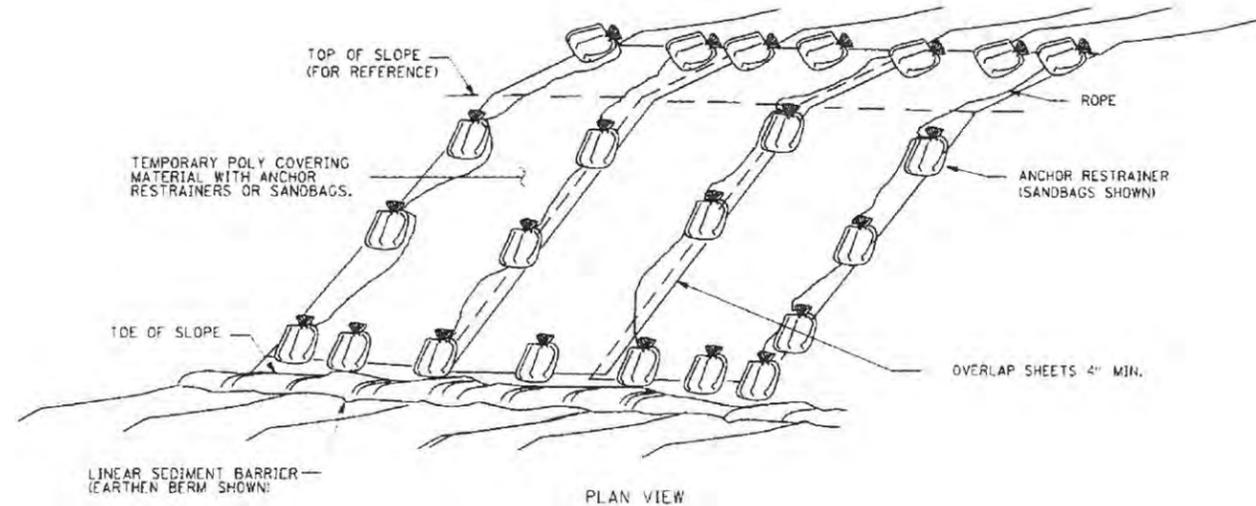
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ENGINEERING SERVICES DIVISION
Brooklyn Park
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BROOKLYN PARK, MN. 55443
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FAX# 763/493-8391

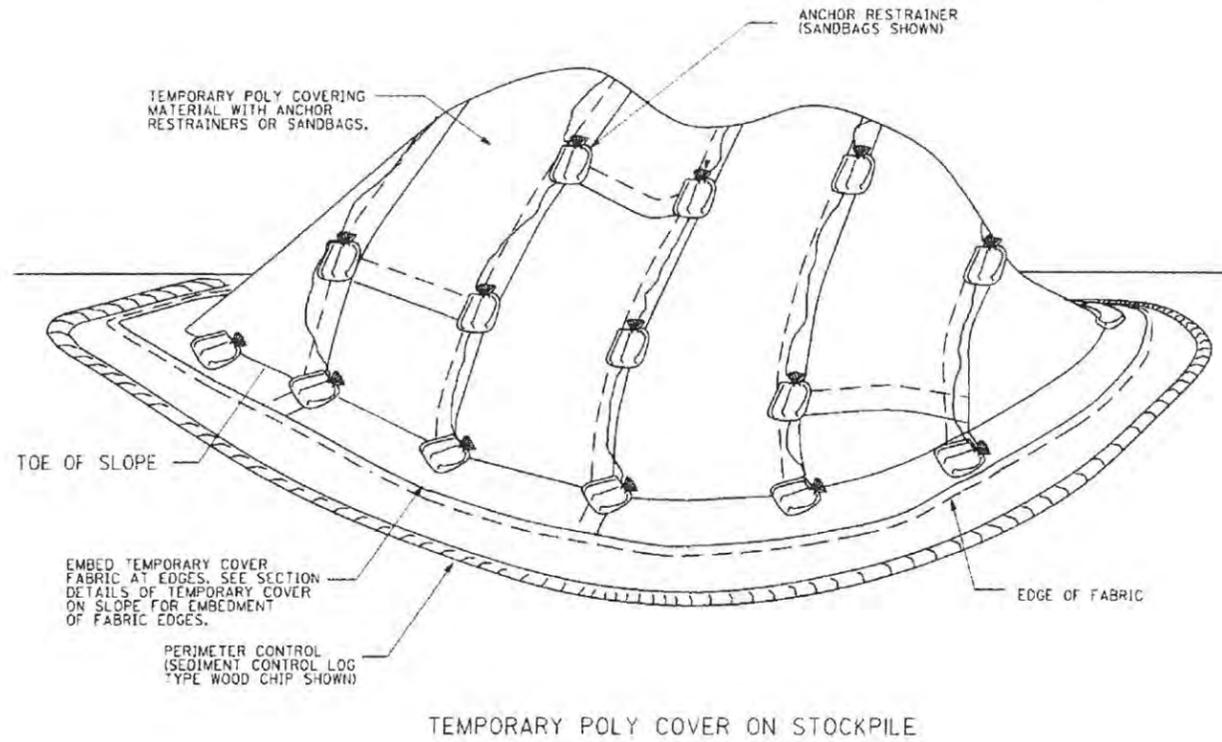
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TEMPORARY SEDIMENT CONTROL

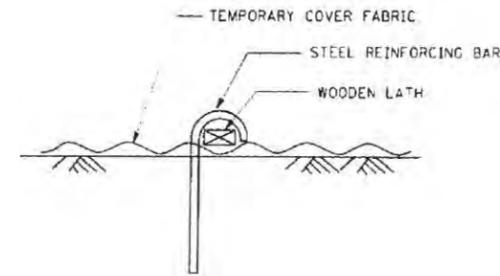
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STATE AID PROJ. NO. 110-103-014	DESIGNED BY CER	HORIZ. SCALE	OF 33
	CHECKED BY JMS	VERT. SCALE	



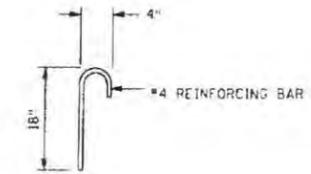
TEMPORARY POLY COVER ON SLOPE



TEMPORARY POLY COVER ON STOCKPILE



ANCHOR RESTRAINER (STEEL BAR AND WOODEN LATH OPTION)



STEEL REINFORCING BAR DETAIL

NOTES:

ANCHOR RESTRAINERS; TYPE, QUANTITY, AND SPACING ARE INCIDENTAL TO POLY COVER. PROVIDE ON CORNERS AND SEAMS OF POLY COVER MATERIAL TO KEEP FROM BLOWING OFF. NO MINIMUM SPACING REQUIRED.
 PERIMETER CONTROL; USE SEDIMENT CONTROL LOGS TYPE WOOD CHIP OR COMPOST, INCIDENTAL.

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[Signature]
 CHIEF ENVIRONMENTAL OFFICER

m
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 OF
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 STATE DESIGN ENGINEER

REVISOR:
 APPROVED:
 2-28-2017

TEMPORARY EROSION CONTROL
 TEMPORARY POLY COVERINGS
 STANDARD PLAN 5-297.409 1 OF 1

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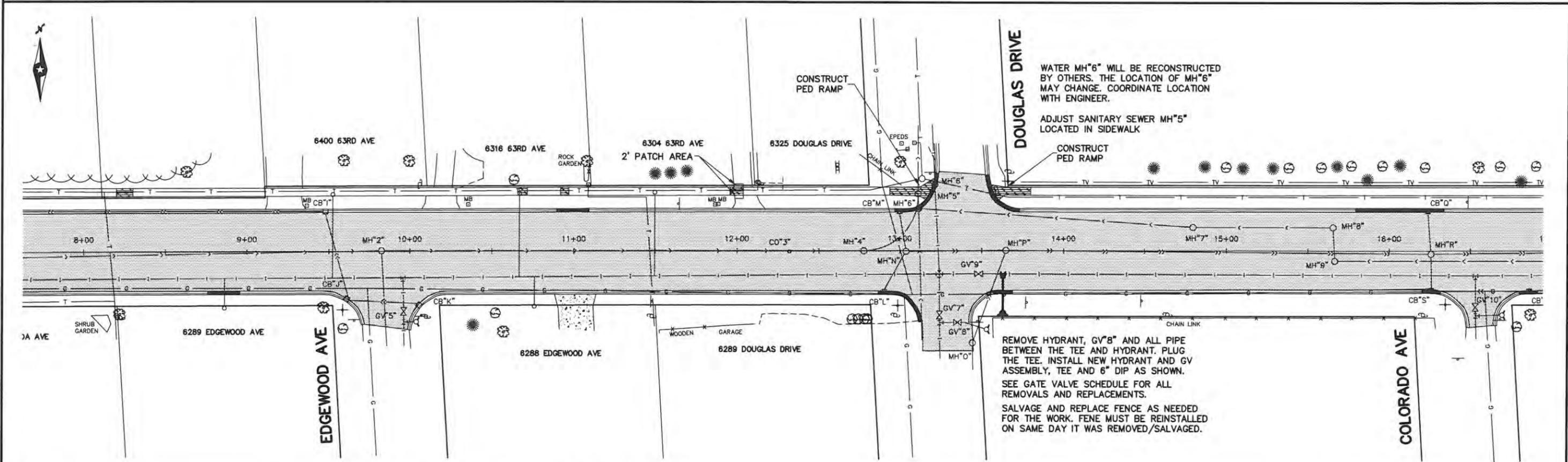
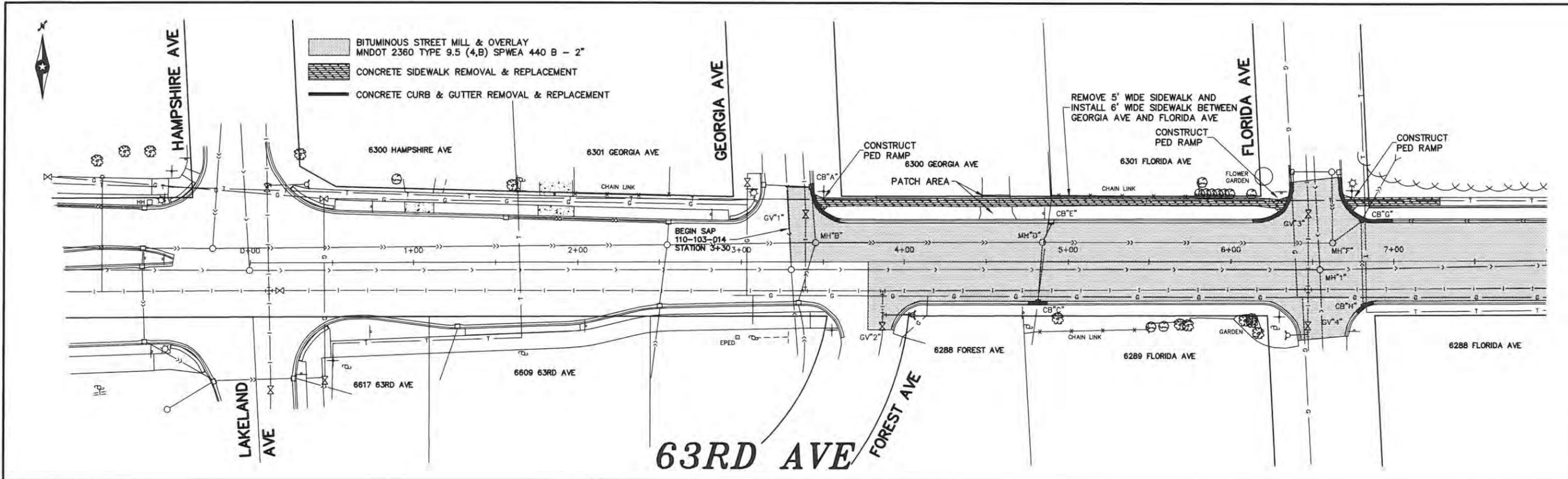
CITY OF BROOKLYN PARK
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19
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33



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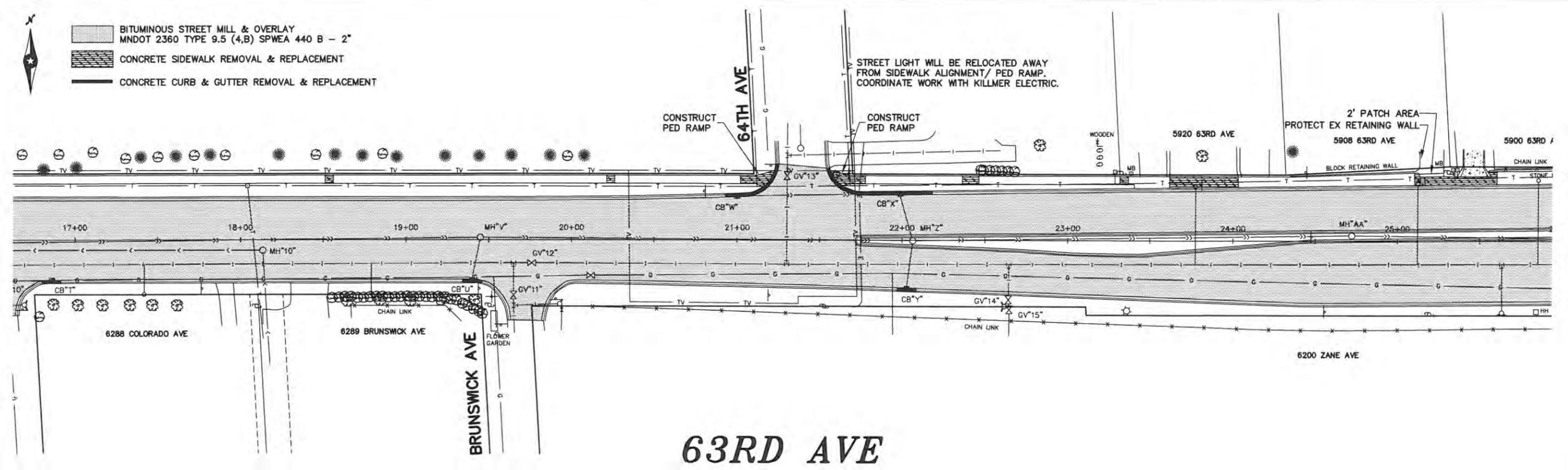
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 TYPED NAME: CRAIG RUNNAKCO
 DATE 1-14-2019 LIC. NO. 26155
 JESSE STRUVE, P.E. CITY ENGINEER

63RD AVE
GEORGIA AVE - VERA CRUZ LANE
STATION 3+30 - 39+56

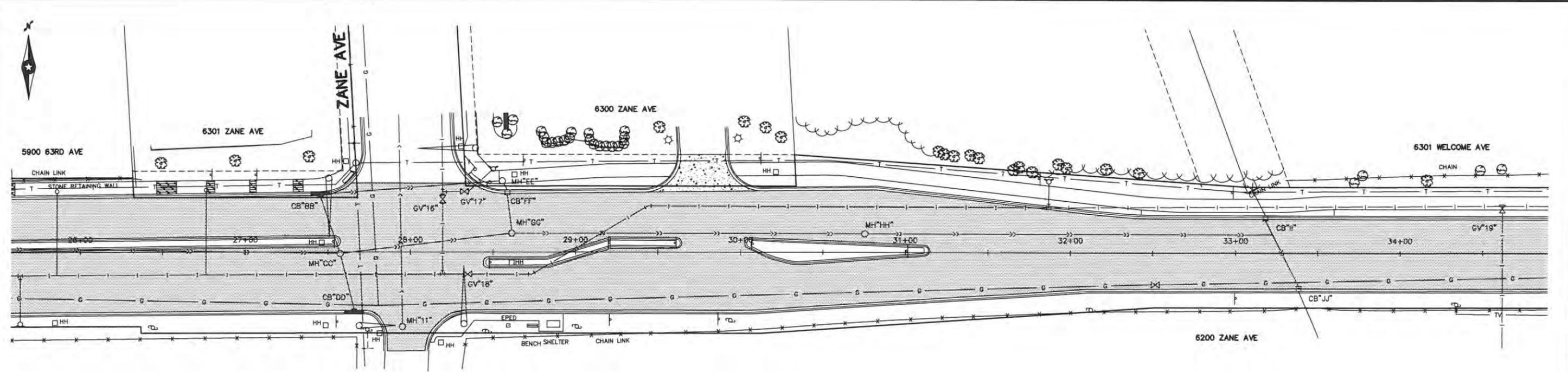
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DESIGNED BY CER	HORIZ. SCALE 1"=30'		
CHECKED BY JMS	VERT. SCALE		
STATE AID PROJ. NO. 110-103-014			



- BITUMINOUS STREET MILL & OVERLAY
MNDOT 2360 TYPE 9.5 (4,B) SPWEA 440 B - 2"
- CONCRETE SIDEWALK REMOVAL & REPLACEMENT
- CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT



63RD AVE



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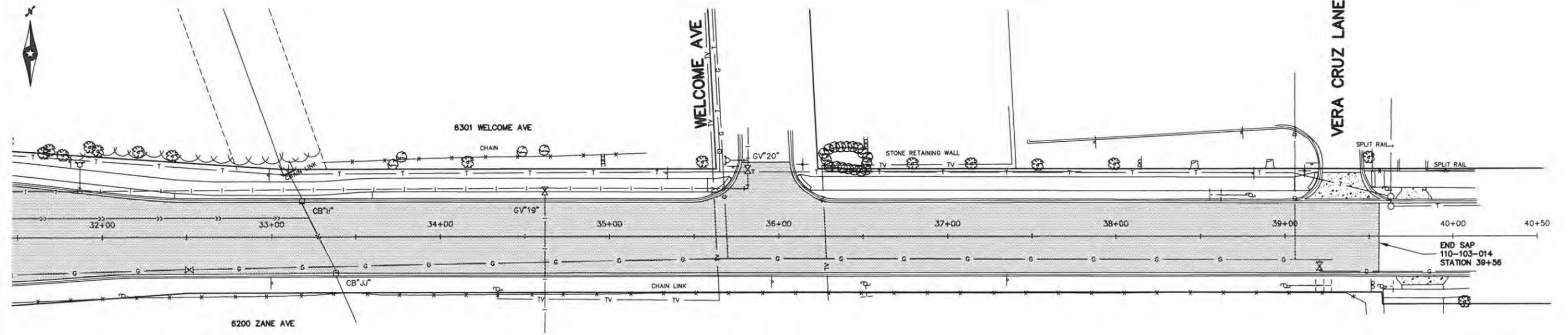
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

TYPED NAME: **CRAIG RUNNAKKO**
DATE **1-14-2019** LIC. NO. **26155**

JESSE STRUVE, P.E. CITY ENGINEER

63RD AVE
GEORGIA AVE - VERA CRUZ LANE
STATION 3+30 - 39+56

CAPITAL IMPROV. NO. CIP 4002-19	DRAWN BY IDS	DATE APPROVED 1-14-2019	SHEET 21 OF 33
STATE AID PROJ. NO. 110-103-014	DESIGNED BY CER	HORIZ. SCALE 1"=30'	
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63RD AVE

- BITUMINOUS STREET MILL & OVERLAY
MNDOT 2360 TYPE 9.5 (4,B) SPWEA 440 B - 2"
- CONCRETE SIDEWALK REMOVAL & REPLACEMENT
- CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT

NO	DATE	BY	CKD	REVISION

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Brooklyn Park

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TYPED NAME: CRAIG RUNNAKKO
DATE 1-14-2019 LIC. NO. 26155

JESSE STRUVE, P.E. CITY ENGINEER

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GEORGIA AVE - VERA CRUZ LANE
STATION 3+30 - 39+56

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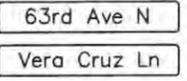
HORIZ. SCALE
1"=30'

VERT. SCALE

SHEET **22** OF **33**

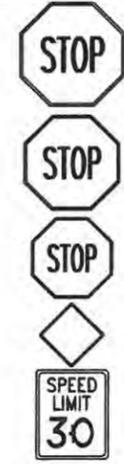


NEW (FURNISH AND INSTALL SIGNS)				
MMUTCD CODE	SIZE	AREA SQ. FT.	QTY.	TOTAL SQ. FT.
R1-1	30" X 30"	6.25	7	43.75
OM1-3	18" X 18"	2.25	3	6.75
R2-1-30	24" X 36"	6.00	1	6.00
R8-3a	24" X 24"	4.00	1	4.00
				TOTAL= 60.50

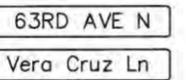


NEW (FURNISH AND INSTALL SIGNS)				
MMUTCD CODE	SIZE	AREA SQ. FT.	QTY.	TOTAL SQ. FT.
D3-2	36" X 9"	2.25	4	9.00
D3-2	36" X 9"	2.25	2	4.50
				TOTAL= 13.50

* - CHANGE SIGN FROM GREEN TO BLUE (PRIVATE STREET) BACKGROUND



OLD (REMOVE AND DISPOSE OF SIGNS)				
MMUTCD CODE	SIZE	UNIT	TOTAL	
R1-1	36" X 36"	EACH	1	
R1-1	30" X 30"	EACH	4	
R1-1	24" X 24"	EACH	1	
OM1-3	18" X 18"	EACH	3	
R2-1-30	24" X 36"	EACH	1	
			TOTAL= 10	



OLD (REMOVE AND DISPOSE OF SIGNS)				
MMUTCD CODE	SIZE	UNIT	TOTAL	
D3-2	36" X 9"	2.25	4	
D3-2	36" X 9"	2.25	2	
			TOTAL= 6	

PAVEMENT MARKING TOTALS

- SOLID SINGLE YELLOW EPOXY LANE LINE- 3540' OF 4" WIDE SOLID YELLOW LINE
- YELLOW SKIP LINE- 820' OF 4" WIDE YELLOW SKIP LINE
- SOLID WHITE EPOXY LANE LINE- 9805' OF 4" WIDE SOLID WHITE LINE
- RIGHT TURN ARROW MARKING (EPOXY)- 2 EACH (30 SQ. FT.)
- LEFT TURN ARROW MARKING (EPOXY)- 24 EACH (360 SQ. FT.)
- THRU/RIGHT TURN ARROW MARKING (EPOXY)- 1 EACH (27 SQ. FT.)
- 3' X 6' WHITE CROSSWALK MARKINGS (EPOXY)- 22 EACH (396 SQ. FT.)
- BIKE LANE MARKINGS (EPOXY)- 14 EACH (637.84 SQ. FT.)
- 1' SOLID WHITE CROSSHATCH (EPOXY)- (1020 SQ. FT.)

STRIPING NOTES:

ALL STRIPING AND PAVEMENT MARKINGS SHALL BE EPOXY UNLESS OTHERWISE NOTED

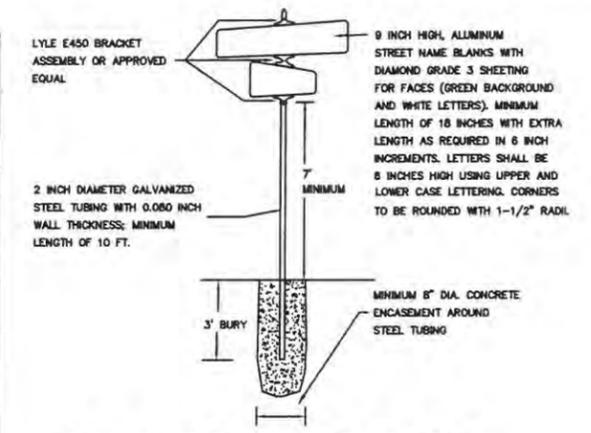
NOTES:

- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT VERSIONS OF THE MMUTCD AND THE FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.
- ALL SIGNS SHALL BE DIAMOND GRADE 3 GRADE SHEETING AND ALL SIGN POSTS SHALL BE GALVANIZED STEEL CHANNEL/TUBING.
- "VERA CRUZ LN" STREETNAME SIGNS TO BE CHANGED FROM WHITE TEXT ON GREEN BACKGROUND TO WHITE TEXT ON BLUE BACKGROUND (PRIVATE STREET) SHEETING. COLORS TO MEET CITY SPECS.
- MEASUREMENT AND PAYMENT FOR "S-SALVAGE AND REINSTALL SIGNS" WILL BE ON THE BASIS OF EACH SIGN ASSEMBLY (INCLUDING POSTS) SALVAGED AND REINSTALLED. THE CONTRACT PRICE PER EACH SHALL BE CONSIDERED COMPENSATION IN FULL FOR ALL LABOR, EQUIPMENT AND MATERIALS.
- ALL STRIPING AND PAVEMENT MARKINGS ARE TO BE EPOXY.
- ALL SIGNS AND STRIPING WITHIN THE PROJECT AREA THAT ARE NOT SHOWN ON THE PLAN ARE NOT TO BE DISTURBED.
- ANY STOP SIGNS REMOVED SHALL BE IMMEDIATELY REPLACED WITH TEMPORARY SIGNS BY THE CONTRACTOR AND CONSIDERED INCIDENTAL TO THE TRAFFIC CONTROL BID ITEM.
- SEE BROOKLYN PARK SPECIFICATIONS FOR DETAILS REGARDING SIGN INSTALLATION AND PLACEMENT.

**OLD
S- (SALVAGE AND REINSTALL SIGN ASSEMBLY)**

UNIT	TOTAL
EACH	8

NOTE:
THERE ARE 8 SIGN ASSEMBLIES TO BE "SALVAGED AND REINSTALLED." SEE SIGNING AND STRIPING PLAN FOR EXACT LOCATIONS (S) AND "NOTES" BELOW FOR PAYMENT INFORMATION (I.E. EACH ASSEMBLY).



CITY OWNED STREET NAME SIGN FACES SHALL BE DIAMOND GRADE 3 (DG3) SHEETING WITH GREEN BACKGROUND AND WHITE LETTER COPY. PRIVATELY OWNED STREET NAME SIGN FACES SHALL BE DIAMOND GRADE 3 (DG3) SHEETING WITH BLUE BACKGROUND AND WHITE LETTER COPY. THE SIGN FACES SHALL BE APPLIED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SHEETING MANUFACTURER. STREET NAME PLATES SHALL HAVE ALUMINUM BLANKS. THERE SHALL BE ONE FACE APPLIED PER BLANK, AND STREET NAME ASSEMBLY SHALL CONSIST OF FOUR BLANKS (UNLESS OTHERWISE INDICATED IN THE PLANS) AND APPROPRIATE MOUNTING HARDWARE.

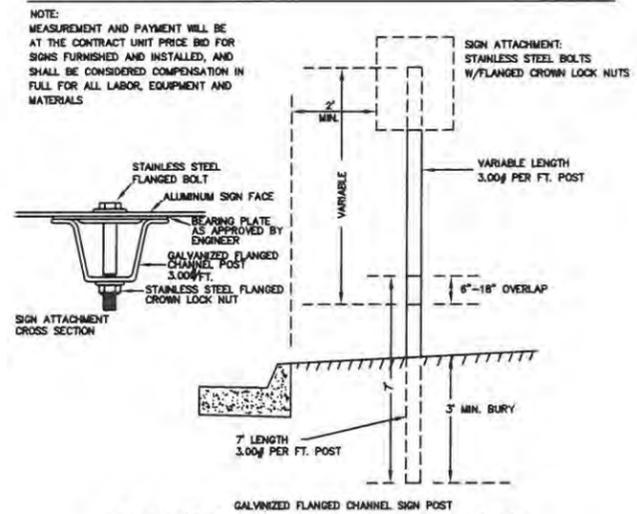
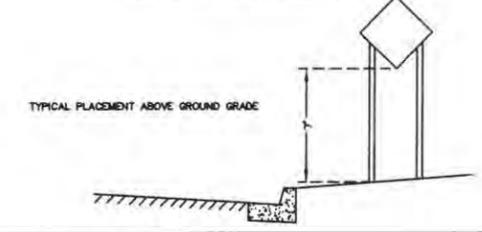
MOUNTING HARDWARE FOR STREET NAME ASSEMBLIES SHALL BE THE LYLE E-450 BRACKET ASSEMBLY OR AN APPROVED EQUAL.

THE HEIGHT OF THE STREET NAME BLANKS SHALL BE 9 INCHES. THE STREET NAME LEGEND SHALL BE 8 INCH SERIES C (SEE MDOT STANDARD SIGN MANUAL). THE LEGEND SHALL BE OPTICALLY CENTERED VERTICALLY AND SPACED BOTH HORIZONTALLY AND VERTICALLY USING UPPER AND LOWER CASE LETTERING.

BLANKS SHALL BE NOTCHED TO ACCEPT MOUNTING HARDWARE, BLANK HOLDERS AND PUNCHED WITH ONE 1/4" HOLE AT EACH END AND CENTERED TOP TO BOTTOM.

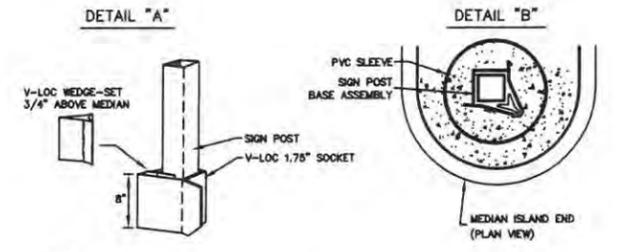
**STREET NAME SIGN ASSEMBLY DETAIL
DETAIL DRAWING ST-17
CITY OF BROOKLYN PARK**

NOT TO SCALE
1-2018



**TYPICAL BLVD. SIGN INSTALLATION
DETAIL DRAWING ST-15
CITY OF BROOKLYN PARK**

NOT TO SCALE
1-2018



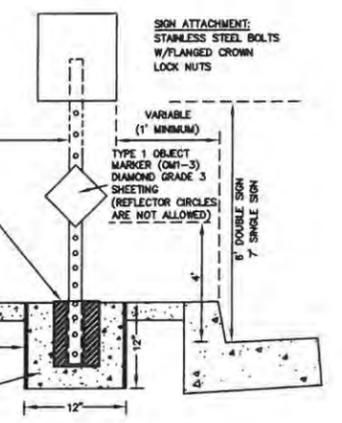
NOTE:
MEASUREMENT AND PAYMENT WILL BE AT THE CONTRACT UNIT PRICE BID FOR SIGNS FURNISHED AND INSTALLED, AND SHALL BE CONSIDERED COMPENSATION IN FULL FOR ALL LABOR, EQUIPMENT, AND MATERIALS.

SIGN POST
VARIABLE LENGTH OF 1-3/4" PERFORATED SQ. TUBING. SIGN POST TO BE "TELESPAR" OR APPROVED EQUAL.

SIGN POST BASE ASSEMBLY
TO BE "V-LOC" SOCKET SYSTEM OR APPROVED EQUAL. 8" LONG SOCKET INSTALLED IN CONCRETE SOCKET SHALL PROTRUDE APPROX. 1/4" ABOVE CONCRETE MEDIAN. SEE DETAIL "A" AND "B".

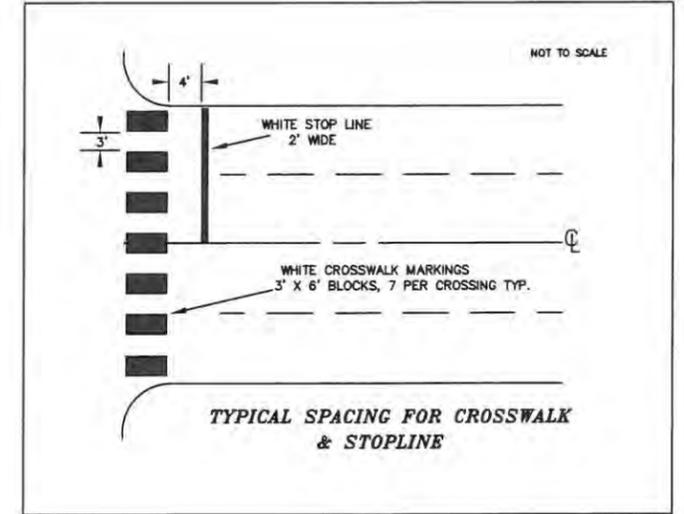
1" OF 12" DIA. PVC SLEEVE PLACED DURING CONCRETE POUR FOR MEDIAN

CONCRETE FILLER
12" DEPTH, PROTECTIVE TAPE TO BE PLACED ON BOTTOM OF SIGN POST BASE ASSEMBLY TO PREVENT CONCRETE FROM ENTERING SIGN POST BASE SOCKET.



**TYPICAL MEDIAN SIGN INSTALLATION
DETAIL DRAWING ST-16
CITY OF BROOKLYN PARK**

NOT TO SCALE
3-2016



TYPICAL SPACING FOR CROSSWALK & STOPLINE

NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION

Brooklyn Park
Unique United Undiscovered

5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
FAX# 763/493-8391

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

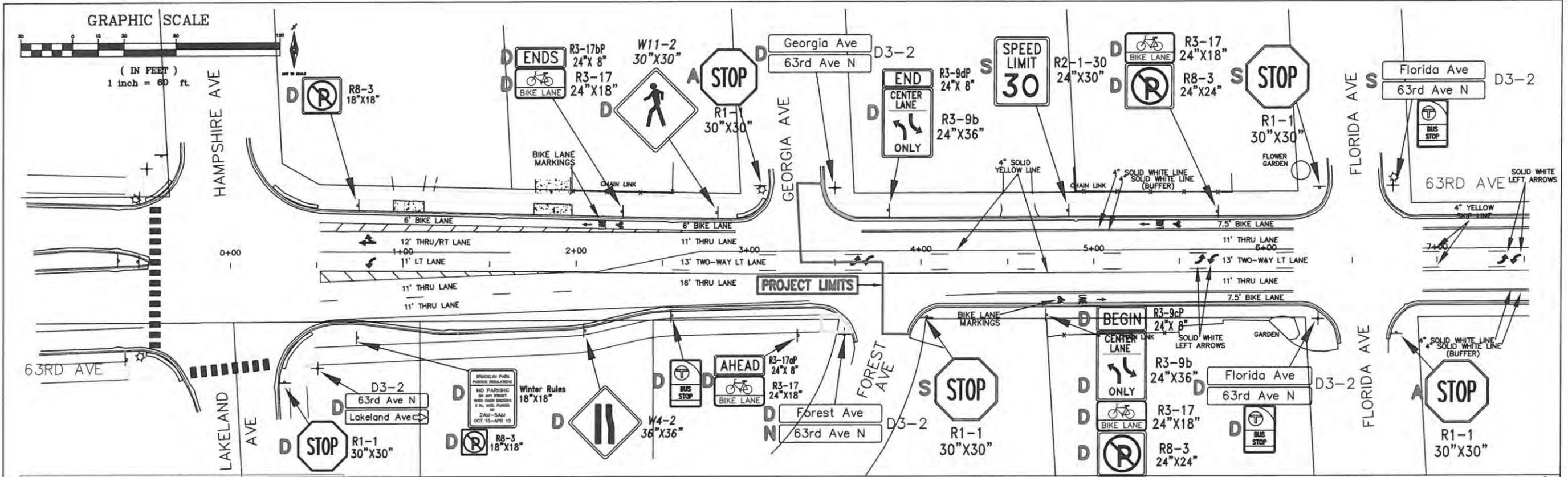
TYPED NAME: JEFF HOLSTEIN

DATE 1/14/19 REG. NO. 20377

JESSE STRUVE, P.E. CITY ENGINEER

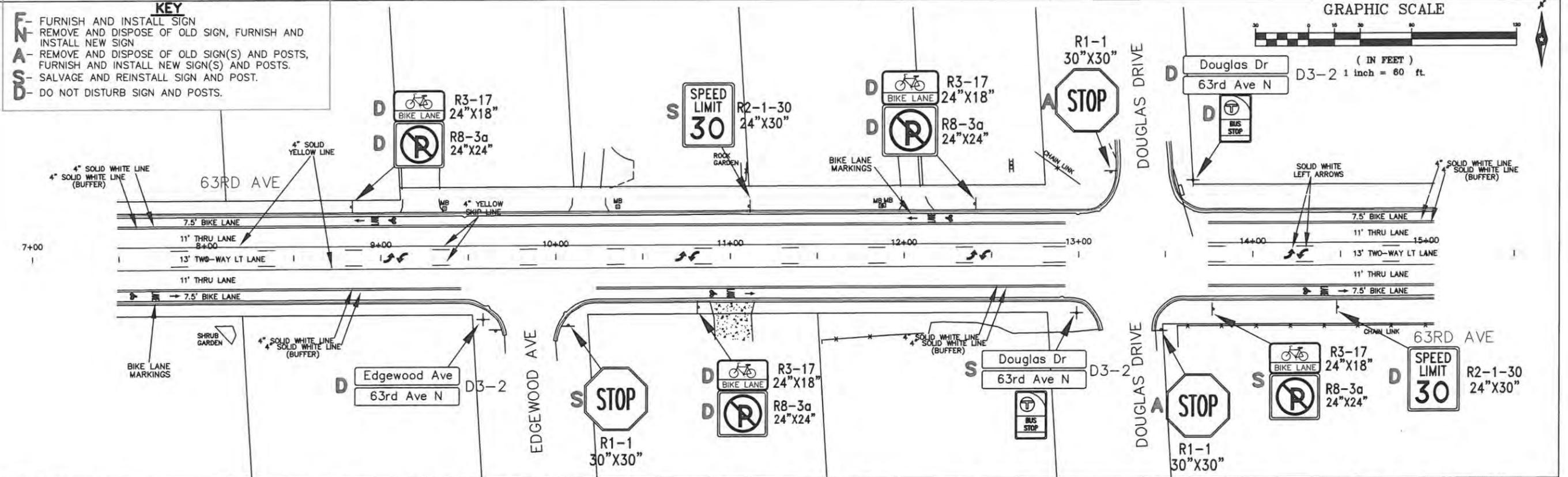
**SIGNING AND STRIPING DETAILS
63RD AVE.
HAMPSHIRE AVE - VERA CRUZ LN.**

CAPITAL IMPROV. NO. 4002-19	DRAWN BY JAL	DATE APPROVED 1/14/19	SHEET 23
STATE AID PROJ. NO. 110-103-014	DESIGNED BY JGH	HORIZ. SCALE NA	OF 33
	CHECKED BY JMS	VERT. SCALE NA	



KEY

- F - FURNISH AND INSTALL SIGN
- R - REMOVE AND DISPOSE OF OLD SIGN, FURNISH AND INSTALL NEW SIGN
- A - REMOVE AND DISPOSE OF OLD SIGN(S) AND POSTS, FURNISH AND INSTALL NEW SIGN(S) AND POSTS.
- S - SALVAGE AND REINSTALL SIGN AND POST.
- D - DO NOT DISTURB SIGN AND POSTS.



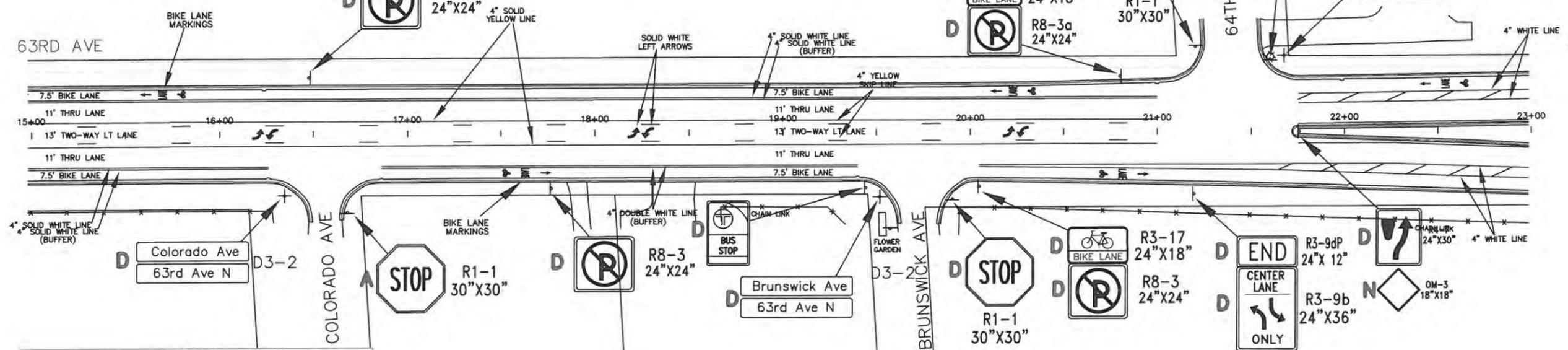
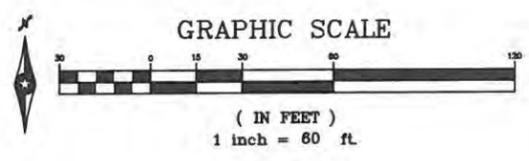
NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION
Brooklyn Park
5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
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TYPED NAME: JEFF HOLSTEIN
DATE 1/14/19 REG. NO. 20377
JESSE STRUVE, P.E. CITY ENGINEER

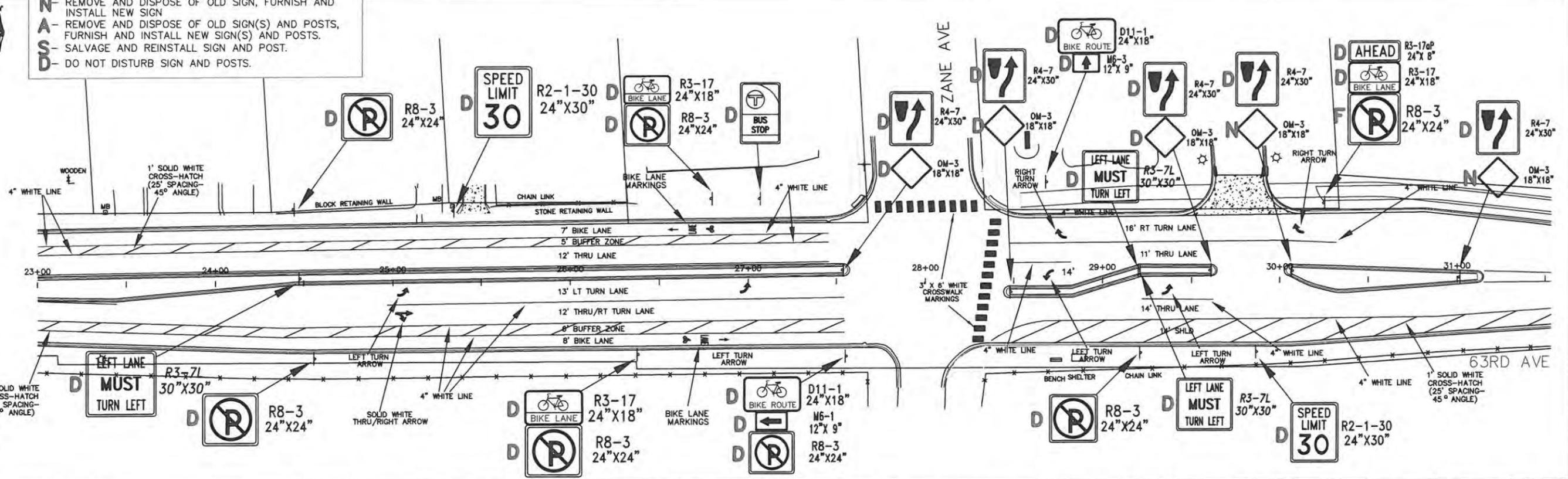
2019 MSA OVERLAY PROJECT
SIGNING & STRIPING PLAN
HAMPSHIRE AVE TO VERA CRUZ LANE

CAPITOL IMPROV. NO. 4002-19 STATE AID PROJ. NO. 110-103-014	DRAWN BY JAL	DATE APPROVED 1/14/19	SHEET 24
	DESIGNED BY JGH	HORIZ. SCALE NA	OF 33
	CHECKED BY JMS	VERT. SCALE NA	



KEY

- F - FURNISH AND INSTALL SIGN
- N - REMOVE AND DISPOSE OF OLD SIGN, FURNISH AND INSTALL NEW SIGN
- A - REMOVE AND DISPOSE OF OLD SIGN(S) AND POSTS, FURNISH AND INSTALL NEW SIGN(S) AND POSTS.
- S - SALVAGE AND REINSTALL SIGN AND POST.
- D - DO NOT DISTURB SIGN AND POSTS.



NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION
Brooklyn Park
5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
FAX# 763/493-8391

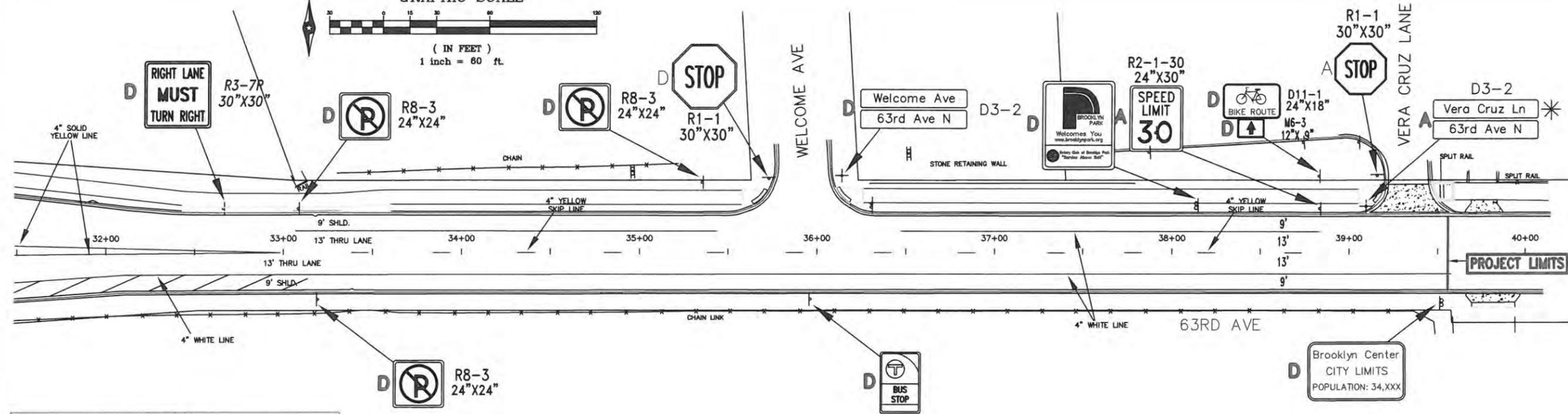
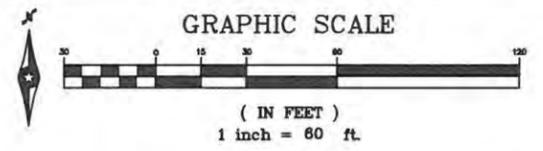
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TYPED NAME: JEFF HOLSTEIN
DATE 1/14/19 REG. NO. 20377
JESSE STRUVE, P.E. CITY ENGINEER

2019 MSA OVERLAY PROJECT
SIGNING & STRIPING PLAN
HAMPSHIRE AVE TO VERA CRUZ LANE

CAPITOL IMPROV. NO. 4002-19
STATE AID PROJ. NO. 110-103-014

DRAWN BY JAL
DESIGNED BY JGH
CHECKED BY JMS
DATE APPROVED 1/14/19
HORIZ. SCALE NA
VERT. SCALE NA

SHEET 25 OF 33



KEY

- F - FURNISH AND INSTALL SIGN
- N - REMOVE AND DISPOSE OF OLD SIGN, FURNISH AND INSTALL NEW SIGN
- A - REMOVE AND DISPOSE OF OLD SIGN(S) AND POSTS, FURNISH AND INSTALL NEW SIGN(S) AND POSTS.
- S - SALVAGE AND REINSTALL SIGN AND POST.
- D - DO NOT DISTURB SIGN AND POSTS.
- * - BLUE COLOR BACKGROUND

NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
 ENGINEERING SERVICES DIVISION
Brooklyn Park
 5200 85TH AVE. N.
 BROOKLYN PARK, MN. 55443
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 TYPED NAME: JEFF HOLSTEIN
 DATE 1/14/19 REG. NO. 20377
 JESSE STRUVE, P.E. CITY ENGINEER

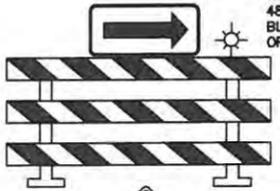
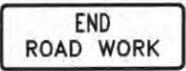
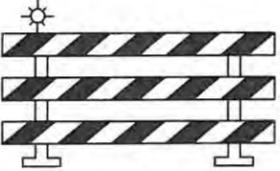
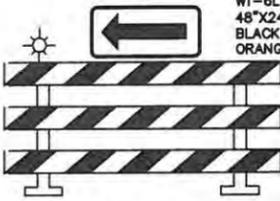
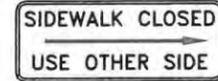
**2019 MSA OVERLAY PROJECT
 SIGNING & STRIPING PLAN
 HAMPSHIRE AVE TO VERA CRUZ LANE**

CAPITOL IMPROV. NO.
 4002-19
 STATE AID PROJ. NO.
 110-103-014

DRAWN BY JAL
 DESIGNED BY JGH
 CHECKED BY JMS
 DATE APPROVED 1/14/19
 HORIZ. SCALE NA
 VERT. SCALE NA

SHEET 26 OF 33

TRAFFIC CONTROL SIGN KEY

①		W20-1 36" X 36" BLACK ON ORANGE	⑪		W6-3 36" X 36" BLACK ON ORANGE
②		W4-2R 36" X 36" BLACK ON ORANGE	⑫		W13-1P 18" X 18" BLACK ON ORANGE
③		TYPE 3 8' LONG	⑬		R9-9 30" X 18" BLACK ON WHITE
④		W4-2L 36" X 36" BLACK ON ORANGE	⑭		R9-10L 48" X 24" BLACK ON WHITE
⑤		G20-2 36" X 18" BLACK ON ORANGE	⑮		TYPE 3 8' LONG
⑥		R4-7 18" X 24" BLACK ON WHITE (ATTACHED TO DRUM)	⑯		W14-X7L 18" X 18" BLACK ON ORANGE (ATTACHED TO DRUM)
⑦		W21-X5R 36" X 36" BLACK ON ORANGE	⑰		W14-X7R 18" X 18" BLACK ON ORANGE (ATTACHED TO DRUM)
⑧		TYPE 3 8' LONG	⑱		R4-7 12" X 18" BLACK ON WHITE (ATTACHED TO DRUM)
⑨		SPECIAL 24" X 30" (ON DRUM) BLACK ON ORANGE	⑲		W21-1 36" X 36" BLACK ON ORANGE
⑩		R3-7R 30" X 30" BLACK ON WHITE	⑳		R8-3a 24" X 24" BLACK AND RED ON WHITE
			㉑		R9-10R 48" X 24" BLACK ON WHITE
			㉒		R6-1R 36" X 12" BLACK ON WHITE

NOTES:

- CONTRACTOR MUST MAINTAIN ACCESS TO ALL PARCELS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT VERSION OF THE MMUTCD, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.
- CONTRACTOR TO DO CURB WORK/PED. RAMP WORK FIRST AND THEN MILL.
- CONTRACTOR TO INSTALL ADVANCE SIGNING (# 25) ONE WEEK PRIOR TO CONSTRUCTION START.
- CONTRACTOR TO PROVIDE TEMPORARY 30" STOP SIGNS AS NEEDED FOR CROSS-STREETS (INCIDENTAL).
- CONTRACTOR SHALL BAG OR TEMPORARILY REMOVE ALL SIGNS THAT CONFLICT WITH TRAFFIC CONTROL AS DIRECTED BY CITY ENGINEER (INCIDENTAL).
- DURING THE SOUTH SIDE PHASE OF CONSTRUCTION THE NORTH SIDE SIDEWALK SHALL BE CONSIDERED THE TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR) FOR ALL PEDESTRIAN AND BICYCLE TRAFFIC.
- CONTRACTOR SHALL REMOVE OR BLACKEN OUT TO SATISFACTION OF THE ENGINEER ALL TWTL ARROWS AND BIKE LANE SYMBOLS/MARKINGS IMMEDIATELY PRIOR STARTING WORK (INCIDENTAL).



NO	DATE	BY

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION

Brooklyn Park
5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
Unique United Undiscovered FAX# 763/493-8391

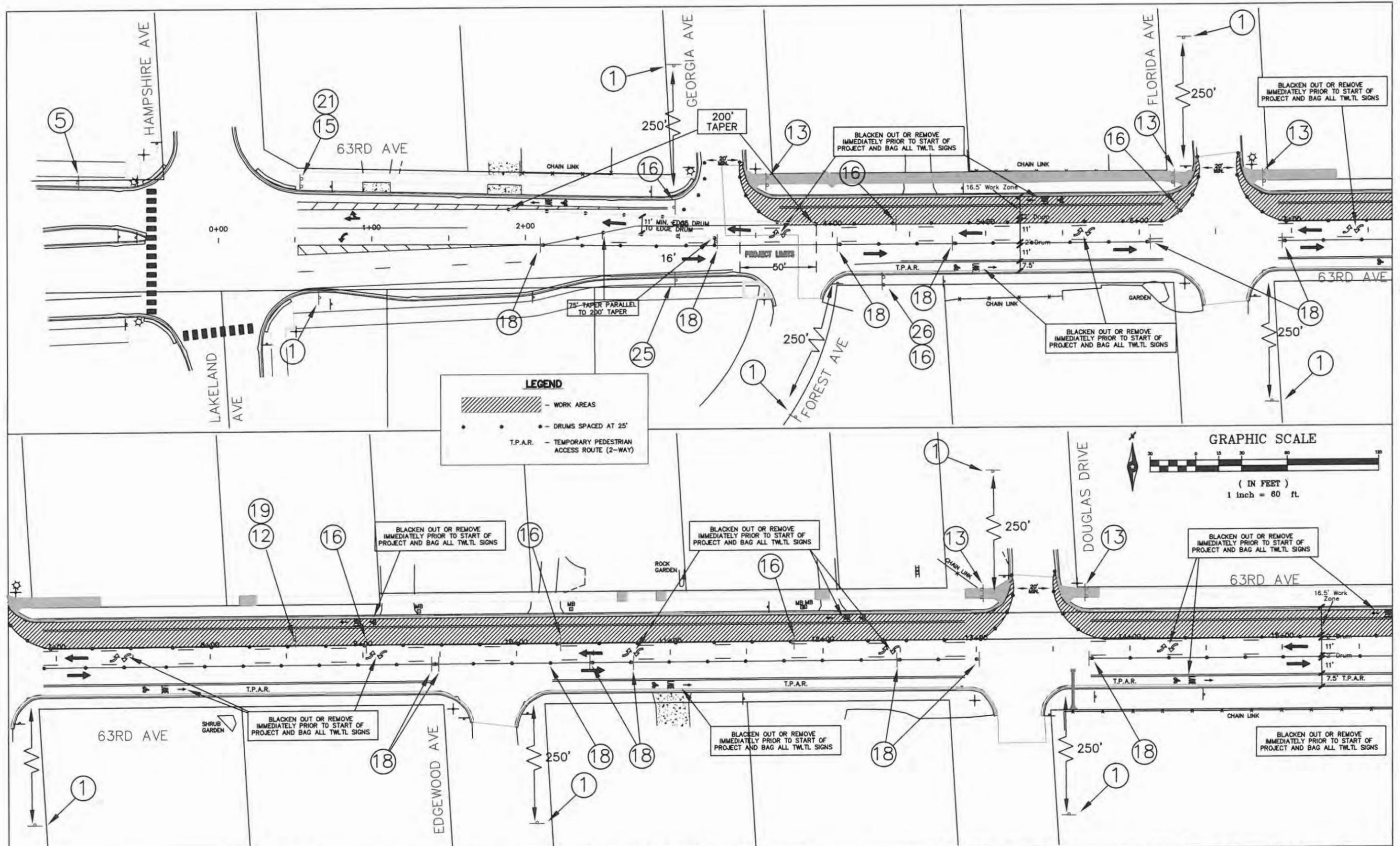
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

TYPED NAME: JEFF HOLSTEIN
DATE: 1/14/19 REG. NO.: 20377

JESSE STRUVE, P.E. CITY ENGINEER

2019 MSA OVERLAY PROJECT
TRAFFIC CONTROL PLAN - 63RD AVE
HAMPSHIRE AVE TO VERA CRUZ LANE

CAPITOL IMPROV. NO. 4002-19	DRAWN BY JAL	DATE APPROVED 1/14/19	SHEET 27 OF 33
STATE AID PROJ. NO. 110-103-014	DESIGNED BY JGH	HORIZ. SCALE NA	
	CHECKED BY JMS	VERT. SCALE NA	



LEGEND

- WORK AREAS
- DRUMS SPACED AT 25'
- T.P.A.R. - TEMPORARY PEDESTRIAN ACCESS ROUTE (2-WAY)

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

6+00

NO	DATE	BY	CKD	REVISION

**CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION**

Brooklyn Park

5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
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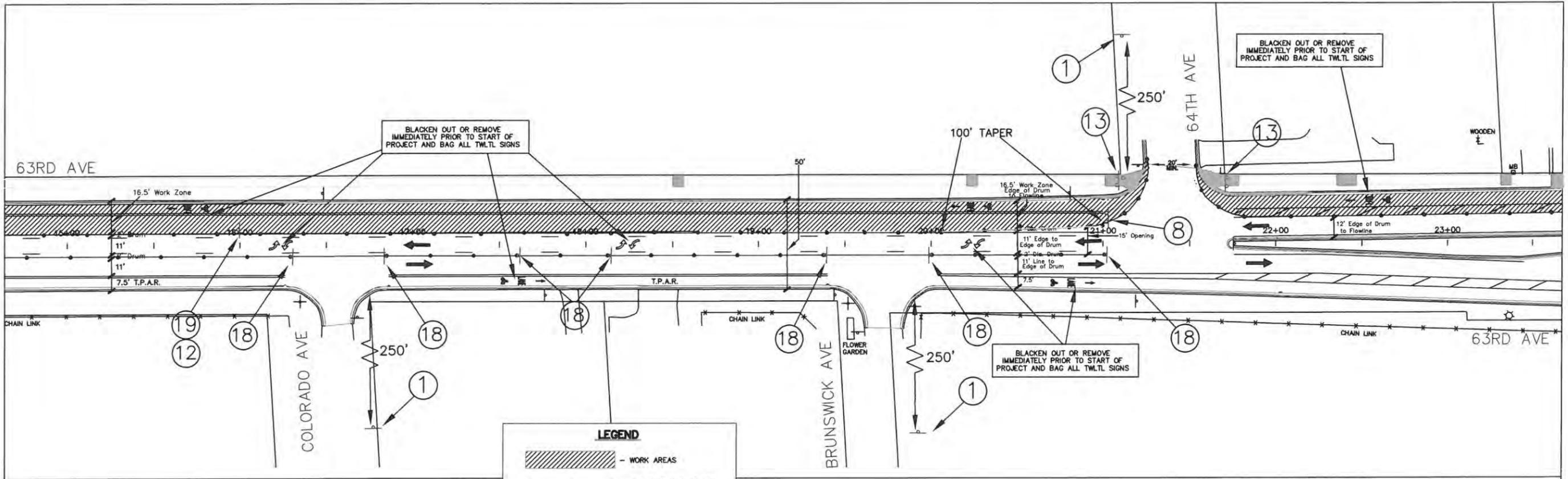
TYPED NAME: JEFF HOLSTEIN
DATE: 1/14/19 REG. NO.: 20377

JESSE STRUVE, P.E. CITY ENGINEER

**2019 MSA OVERLAY PROJECT
TRAFFIC CONTROL PLAN - 63RD AVENUE
HAMPSHIRE AVE TO VERA CRUZ LANE
(NORTH SIDE WORK ZONE)**

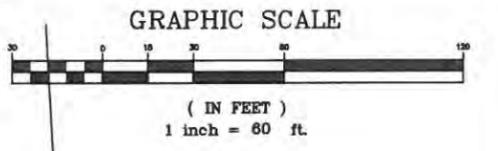
CAPITOL IMPROV. NO. 4002-19	DRAWN BY JAL	DATE APPROVED 1/14/19	SHEET 28
STATE AID PROJ. NO. 110-103-014	DESIGNED BY JGH	HORIZ. SCALE NA	OF 33
	CHECKED BY JMS	VERT. SCALE NA	

14+00

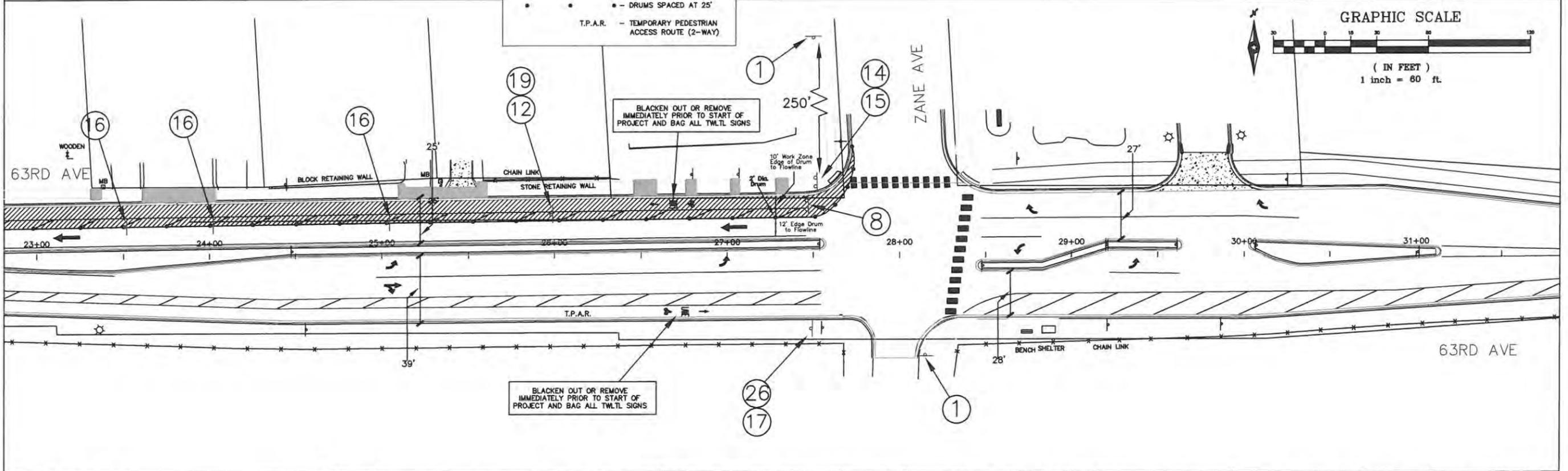


LEGEND

- WORK AREAS
- DRUMS SPACED AT 25'
- T.P.A.R. - TEMPORARY PEDESTRIAN ACCESS ROUTE (2-WAY)



2+00



NO	DATE	BY	CKD	REVISION

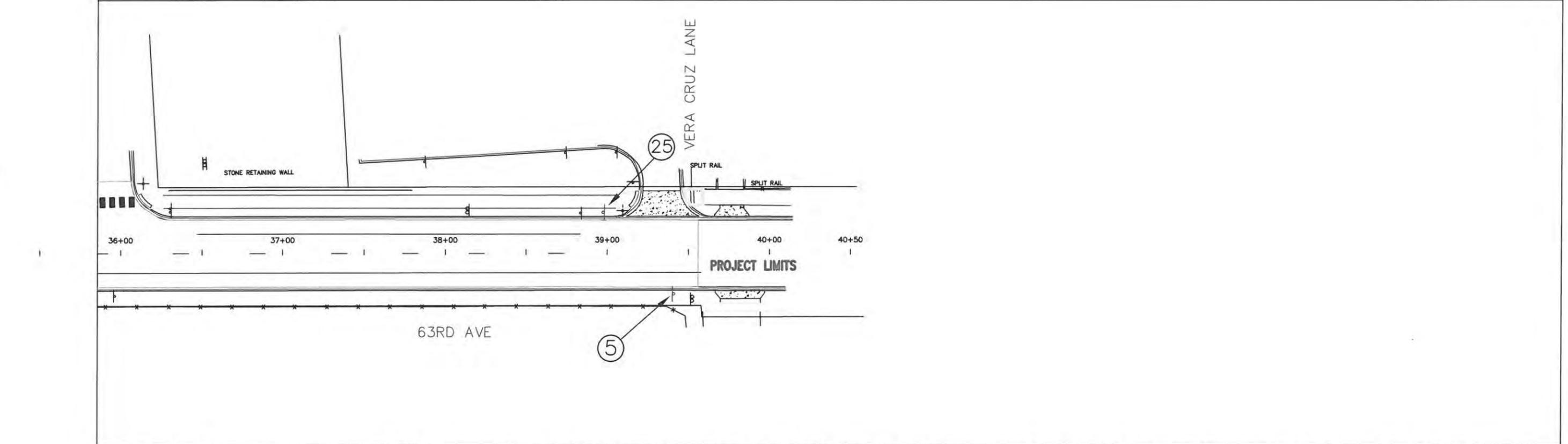
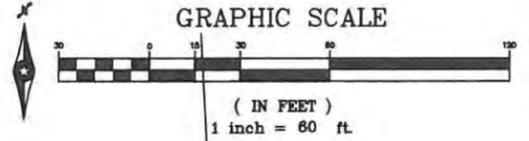
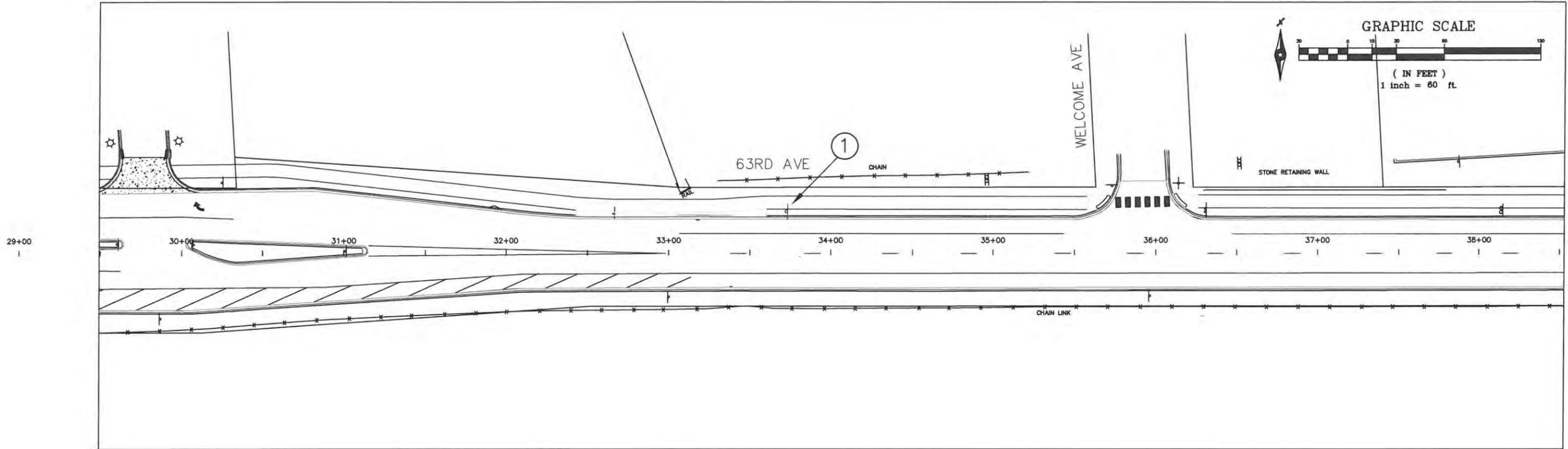
CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION
Brooklyn Park 5200 85TH AVE. N.
 BROOKLYN PARK, MN. 55443
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TYPED NAME: JEFF HOLSTEIN
 DATE: 1/14/19 REG. NO.: 20377
 JESSE STRUVE, P.E. CITY ENGINEER

2019 MSA OVERLAY PROJECT
TRAFFIC CONTROL PLAN - 63RD AVENUE
HAMPSHIRE AVE TO VERA CRUZ LANE
(NORTH SIDE WORK ZONE)

CAPITOL IMPROV. NO. 4002-19	DRAWN BY JAL	DATE APPROVED 1/14/19	SHEET 29
STATE AID PROJ. NO. 110-103-014	DESIGNED BY JGH	HORIZ. SCALE NA	OF 33
	CHECKED BY JMS	VERT. SCALE NA	



NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
 ENGINEERING SERVICES DIVISION
Brooklyn Park
 5200 85TH AVE. N.
 BROOKLYN PARK, MN. 55443
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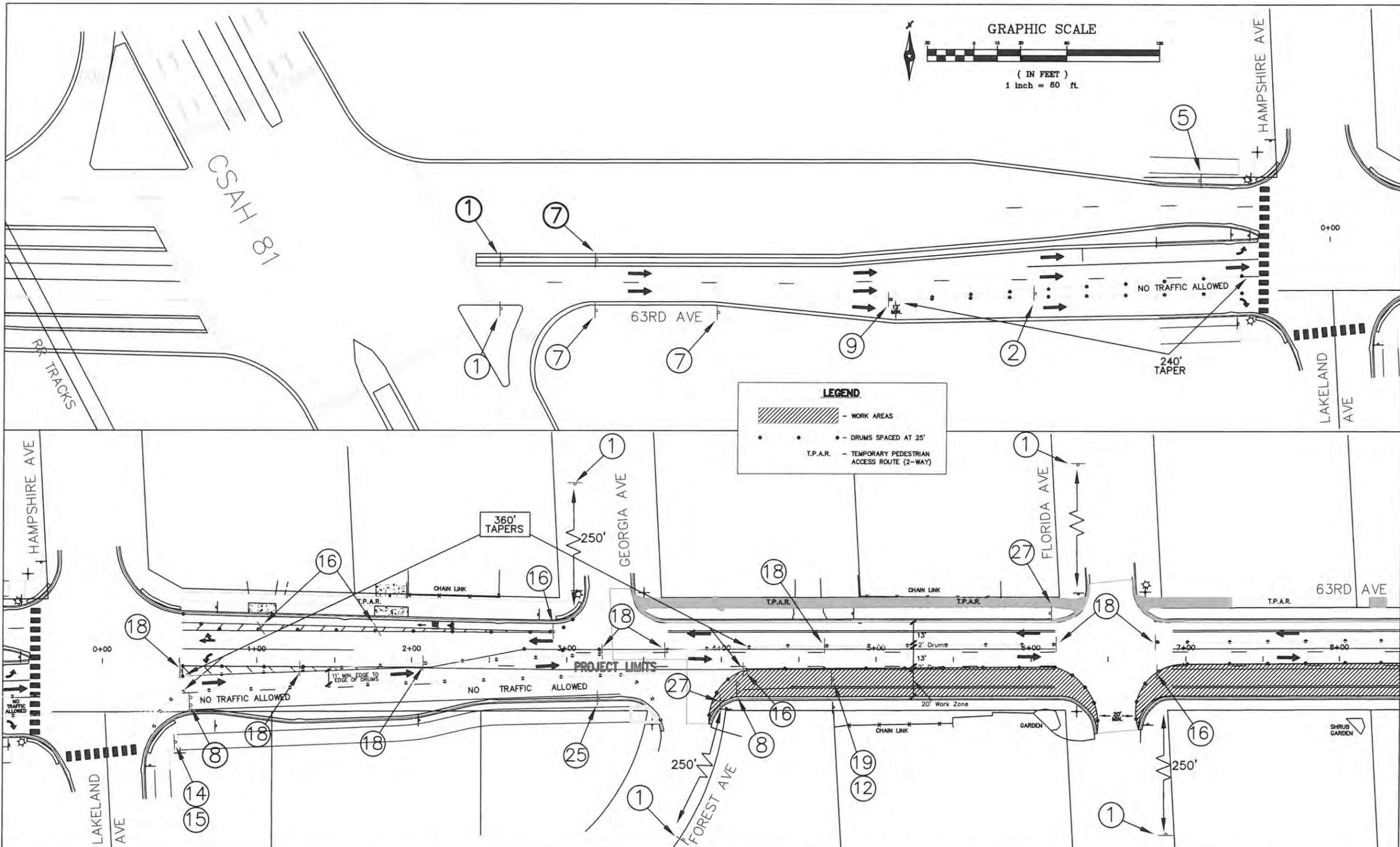
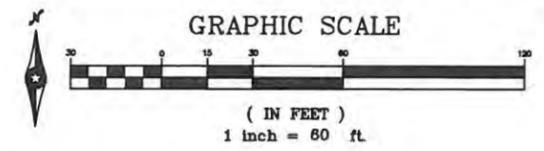
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2019 MSA OVERLAY PROJECT
TRAFFIC CONTROL PLAN - 63RD AVENUE
HAMPSHIRE AVE TO VERA CRUZ LANE
(NORTH SIDE WORK ZONE)

CAPITOL IMPROV. NO. 4002-19
 STATE AID PROJ. NO. 110-103-014

DRAWN BY JAL
 DESIGNED BY JGH
 CHECKED BY JMS
 DATE APPROVED 1/14/19
 HORIZ. SCALE NA
 VERT. SCALE NA

SHEET 30 OF 33



LEGEND

- WORK AREAS
- DRUMS SPACED AT 25'
- T.P.A.R. - TEMPORARY PEDESTRIAN ACCESS ROUTE (2-WAY)

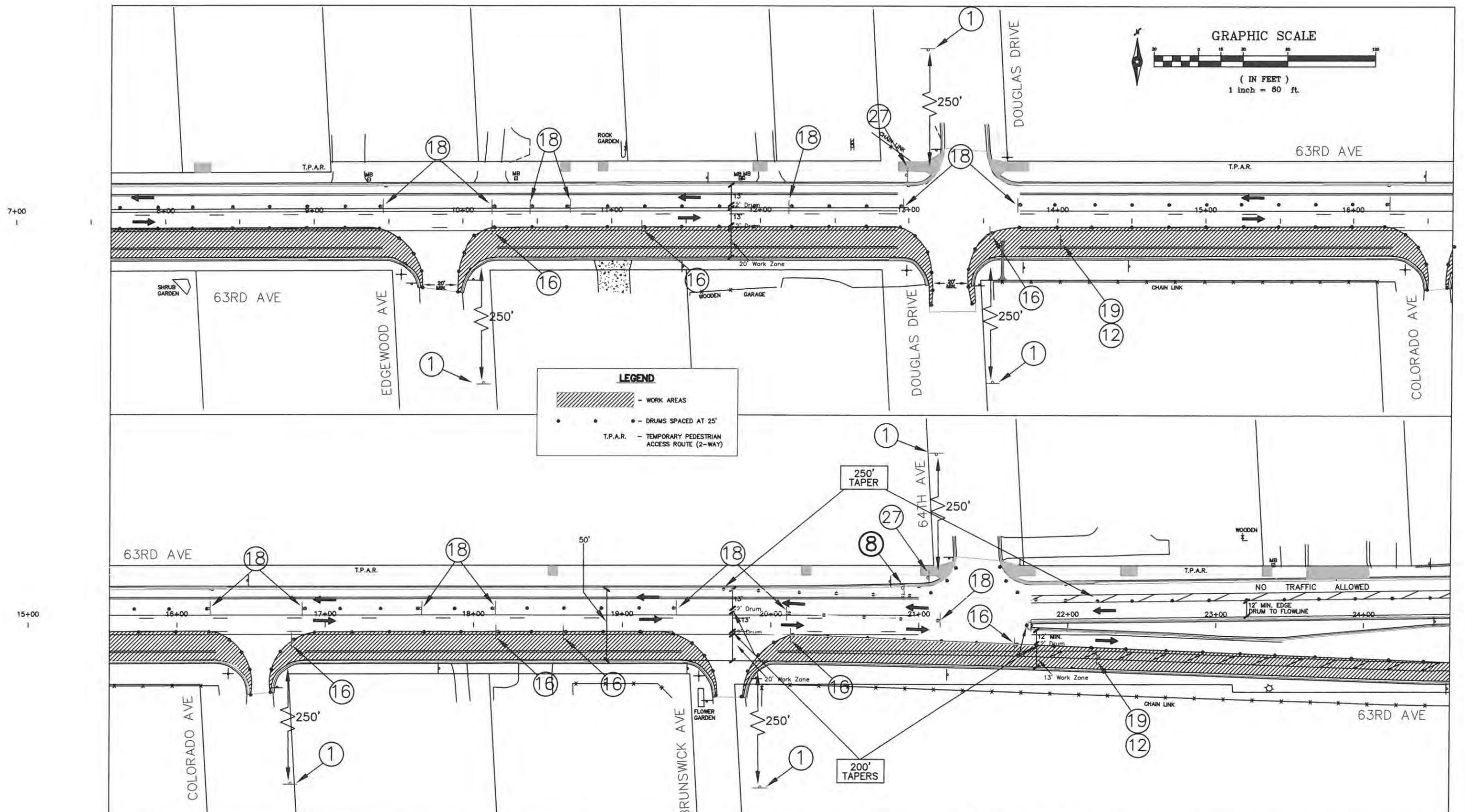
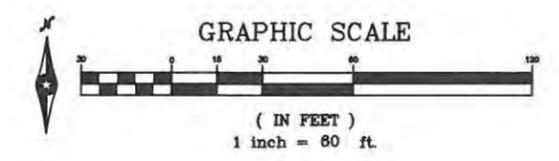
NO	DATE	BY	CKD	REVISION

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 PH# 763/493-8100
 FAX# 763/493-8391

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
 TYPED NAME: JEFF HOLSTEIN
 DATE 1/14/19 REG. NO. 20377
 JESSE STRUVE, P.E. CITY ENGINEER

2019 MSA OVERLAY PROJECT
TRAFFIC CONTROL PLAN - 63RD AVENUE
HAMPSHIRE AVE TO VERA CRUZ LANE
(SOUTH SIDE WORK ZONE)

CAPITOL IMPROV. NO. 4002-19	DRAWN BY JAL	DATE APPROVED 1/14/19	SHEET 31
STATE AID PROJ. NO. 110-103-014	DESIGNED BY JGH	HORIZ. SCALE NA	OF 33
	CHECKED BY JMS	VERT. SCALE NA	



LEGEND

- WORK AREAS
- DRUMS SPACED AT 25'
- T.P.A.R. - TEMPORARY PEDESTRIAN ACCESS ROUTE (2-WAY)

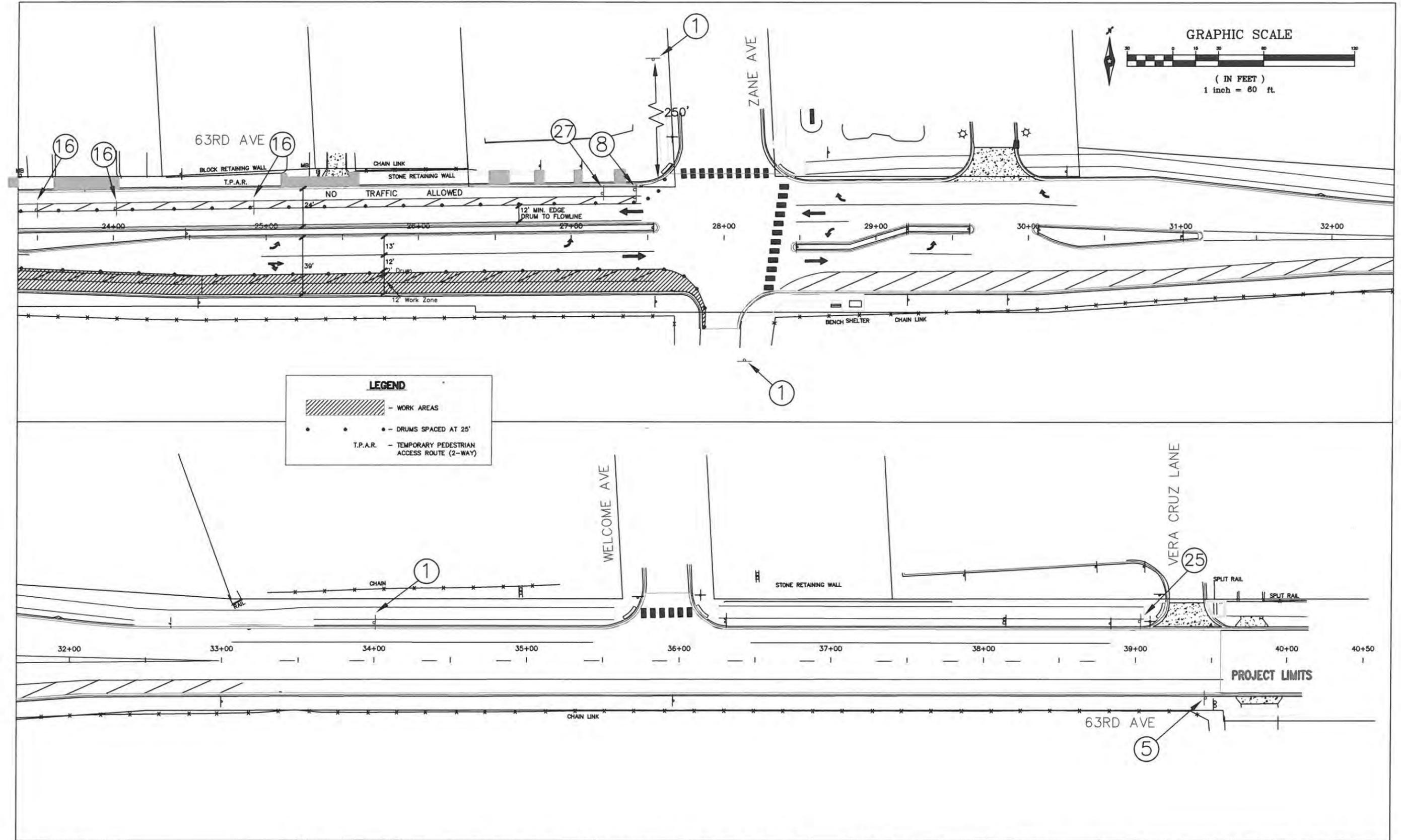
NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION
Brooklyn Park
 5200 85TH AVE. N.
 BROOKLYN PARK, MN. 55443
 PH# 763/493-8100
 FAX# 763/493-8391

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 TYPED NAME: JEFF HOLSTEIN
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CAPITOL IMPROV. NO. 4002-19	DRAWN BY JAL	DATE APPROVED 1/14/19	SHEET 32 OF 33
STATE AID PROJ. NO. 110-103-014	DESIGNED BY JGH	HORIZ. SCALE NA	
	CHECKED BY JMS	VERT. SCALE NA	



NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION
Brooklyn Park
5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
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2019 MSA OVERLAY PROJECT
TRAFFIC CONTROL PLAN - 63RD AVENUE
HAMPSHIRE AVE TO VERA CRUZ LANE
(SOUTH SIDE WORK ZONE)

CAPITOL IMPROV. NO.
4002-19
STATE AID PROJ. NO.
110-103-014

DRAWN BY
JAL
DESIGNED BY
JGH
CHECKED BY
JMS
DATE APPROVED
1/14/19
HORIZ. SCALE
NA
VERT. SCALE
NA

SHEET
33
OF
33

City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	January 14, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Jon Watson, Public Utilities Superintendent
Ordinance:	N/A		
Attachments:	2	Presented By:	Dan Ruiz, Director
Item:	Accept Bids and Award Contract for the Replacement of the Chlorine Feed System at the Water Treatment Plant to Shank Constructors Inc.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO ACCEPT BIDS AND AWARD CONTRACT FOR THE REPLACEMENT OF THE CHLORINE FEED SYSTEM AT THE WATER TREATMENT PLANT TO SHANK CONSTRUCTORS INC.

Overview:

The City uses chlorine gas to disinfect its drinking water. The metering and piping system, which feeds the chlorine into the water, was originally constructed in 1988 and modified in 1998. Staff has kept the system running to date, but some of its operating components are no longer supported by the manufacturer and difficult to obtain. Last year upon review of the system, staff opted for full replacement in lieu of piece meal repairs.

The consulting engineering firm of Bolton & Menk Inc. was hired to review, budget, and produce plans for the replacement of the feed system. Plans and specifications were produced last fall, and the project was put out for bid before the holidays. The project was advertised in the Sun-Post on Nov. 15 and Nov. 29, 2018, on the City's website, and in the Consultant's electronic (Quest CDN) bulletin board. On Dec. 18, 2018, four bids were received with the lowest responsible bid being from Shank Constructors Inc. in the amount of \$206,700.00. Shank Constructors is an experienced mechanical piping contractor that has completed many projects for municipalities, including previous work for the City.

Primary Issues/Alternatives to Consider:

It is important to keep this system at a high level of service as it is a key element to produce safe drinking water for the City's utility customers. In 2019, there is a Federal regulatory requirement to report as to the condition and operation of the chlorination system. Upon completion of the project, the chlorine feed system will be deemed, in the report, to be in top condition.

Should the Council award the bid as recommended?

Operations and Maintenance staff recommends approval as presented.

Budgetary/Fiscal Issues:

The bid amount is close to the project's engineering estimate. The project is included in the 2019-2023 Capital Improvement Plan and 2019 Water Supply & Treatment Capital Budget as project CIP #300419.

Attachments:

4.3A RESOLUTION

4.3B LETTER OF RECOMMENDATION FROM BOLTON & MENK ENGINEERS

RESOLUTION #2019-

RESOLUTION TO ACCEPT BIDS AND AWARD THE CONTRACT FOR THE
REPLACEMENT OF THE CHLORINE FEED SYSTEM AT THE WATER TREATMENT PLANT
TO SHANK CONSTRUCTORS INC.

WHEREAS, the existing equipment is no longer supported by the vendor; and

WHEREAS, the project is in the 2019 Water Supply & Treatment Capital Budget; and

WHEREAS, plans and specifications were produced Bolton & Menk; and

WHEREAS, the project was advertised in the Sun-Post on Nov. 15 and Nov. 29, 2018; and

WHEREAS, on December 18, 2018, four bids were received as follows:

<u>Contractor</u>	<u>Total</u>
Shank Constructors Inc., Brooklyn Park, MN	\$206,700.00
Total Mechanical Services Inc., St. Paul Park, MN	\$207,800.00
Municipal Builders Inc., Andover, MN	\$231,271.00
Magney Construction Inc., Chanhassen, MN	\$349,500.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept bids and award the contract for the replacement of the chlorine feed system at the water treatment plant to Shank Constructors Inc. in the amount of \$206,700.00.



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

December 20, 2018

Mr. Jon Watson
Public Utilities Superintendent
City of Brooklyn Park
8300 Nobel Avenue. N
Brooklyn Park, Minnesota 55443

RE: Chlorine Feed System Improvements - Brooklyn Park, MN
Bid Evaluation
BMI Project Number: R22.1116875

Dear Mr. Watson:

Bids for the Chlorine Feed System Improvements project are listed below and were received at Brooklyn Park City Hall at 11:00 a.m. on December 18, 2018:

BIDDERS	TOTAL PROJECT BASE BID
1. Shank Construction	\$206,700.00
2. Total Mechanical	\$207,800.00
3. Municipal Builders	\$231,271.00
4. Magney Construction	\$349,500.00

The specifications and bid documents did not contain any wording or ambiguities so as to force the Contractor to build in additional contingencies. We feel that the bids received were competitive and responsive and rebidding of the project would not provide any cost savings.

Shank Constructors is the lowest responsive and responsible bidder. A Bid Bond for 5% of the bid was included with their bid. There was one addendum issued for the project.

We recommend that the contract be awarded to Shank Constructors, Inc. for the contract amount of \$206,700.

Sincerely,

BOLTON & MENK, INC.

Steve Nelson, P.E.
Project Manager
C: File

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	January 14, 2019
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	X	Prepared By:	Devin Montero, City Clerk
Ordinance:	N/A		
Attachments:	1	Presented By:	Devin Montero
Item:	Resolution Establishing Polling Places in the City of Brooklyn Park for Special Municipal Elections Held in 2019		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ ESTABLISHING POLLING PLACES IN THE CITY OF BROOKLYN PARK FOR SPECIAL MUNICIPAL ELECTIONS HELD IN 2019.

Overview:

Legislation passed last year changed the deadline for the resolution and requires a resolution to be passed even if there are no polling place changes. The legislative change requires municipalities to establish the polling places by December 31, 2018 for the following calendar year.

The effect of this motion will be to approve the polling places for special municipal elections held in 2019.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.4A RESOLUTION

RESOLUTION #2019-

RESOLUTION ESTABLISHING POLLING PLACES IN THE CITY
OF BROOKLYN PARK FOR SPECIAL MUNICIPAL ELECTIONS HELD IN 2019

WHEREAS, Minnesota State Statute 204B.16 states that by December 31 of each year, the governing body of each municipality and of each county with precincts in unorganized territory must designate by ordinance or resolution a polling place for each election precinct. The polling places designated in the ordinance or resolution are the polling places for the following calendar year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the following be the established polling places for each precinct in the City of Brooklyn Park for Special municipal elections held in 2019:

(Central District)

<u>Precinct</u>	<u>Polling Place</u>	<u>Address</u>	<u>Zip Code</u>
C-1	Brooklyn United Methodist Church	7200 Brooklyn Blvd	55429
C-2	Palmer Lake Elementary School	7300 Palmer Lake Dr W	55429
C-3	Family of God Lutheran Church	8625 Zane Ave	55443
C-4	Birch Grove Elementary School	4690 Brookdale Dr	55443
C-5	The Edge Christian Worship Center	4707 Edinbrook Terrace N	55443
C-6	Edinbrook Elementary School	8925 Zane Ave N	55443
C-7	Church of St. Gerard	9600 Regent Ave	55443
C-8	Oxbow Creek Elementary School	6505 109 th Ave N	55316

(East District)

<u>Precinct</u>	<u>Polling Place</u>	<u>Address</u>	<u>Zip Code</u>
E-1A	Monroe Elementary School	901 Brookdale Dr N	55444
E-1O	Palmer Lake VFW	2817 Brookdale Dr N	55429
E-2	Way Cross Evangelical Church	7733 West River Road	55444
E-3	Discover Church	1400 81st Ave N	55444
E-4O	Church Of Jesus Christ Of Latter-Day	4700 Edinbrook Ter N	55443
E-4A	Edinbrook Church	4300 Edinbrook Pkwy N	55443
E-5	Riverview Early Childhood Center	1400 93 rd Ave N	55444
E-6A	Leopold's Mississippi Gardens	9500 West River Road	55444
E-6O	Salvation Army Northbrook Corps 55443	10011 Noble Pkwy	55443

(West District)

<u>Precinct</u>	<u>Polling Place</u>	<u>Address</u>	<u>Zip Code</u>
W-01O	Fair Oaks Elementary School	5600 65th Ave N	55429
W-01R	Prairie Seeds Academy	6200 West Broadway	55428
W-02	Prince of Peace Lutheran Church	7217 West Broadway	55428
W-03	Redeemer Covenant Church	7801 Brooklyn Blvd	55445
W-04	Revive Brooklyn Park Church	7849 West Broadway	55445
W-05	Our Savior's Reformed Church	8209 Zane Ave N	55443
W-06	Maplebrook Community Center	8644 Maplebrook Pkwy N	55445

City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	January 14, 2019
Agenda Section:	Consent	Originating Department:	Administration/ITS
Resolution:	X	Prepared By:	Keith Ehrlichman, IT Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Keith Ehrlichman
Item:	Award Contract to indigital for Scanning Services		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO AWARD CONTRACT TO INDIGITAL FOR SCANNING SERVICES.

Overview:

At the September 24, 2018 City Council meeting, City Council approved the re-allocation of 2017 surplus funds to the general fund, central garage fund and central building fund. Of the \$370,000 allocated to the general fund, \$150,000 of that was identified for scanning services to convert paper and microfiche documents to a digital format. Justification includes:

- Eliminate the threat of losing historical paper and film documents through misfiling, accidental destruction, or water and fire damage.
- Decrease the amount of time it takes to locate and retrieve historical documents.
- Stricter adherence to records retention schedules through the Laserfiche software and as determined by the Historical Society.
- Integrations and workflows with other City applications resulting in more efficient work processes.
- Ability to allow customer access to historical records through our website reducing time spent by staff and our customers.
- Elimination of archaic and no longer supported equipment needed to view microfiche documents.
- Elimination of storage cabinets which would free up floor space for other needs.

City staff brought in indigital, a local scanning vendor, to review scanning needs, sample scan many of our document types and provide a proposal. Their proposal was compared to three scanning vendors that are on the State of Minnesota purchasing contract with pricing outlined below:

Company	16mm Microfiche (ea)	35mm Microfiche (ea)	8-1/2 x 11 (ea)	11x17 (ea)	Manual Clean up (hourly)
Ally People Solutions	\$0.07	\$0.35	\$0.06	\$0.08	\$13.52
Mid-America Business Systems	\$0.07	\$0.30	\$0.04	\$0.04	\$22.00
Tab Products Co.	\$0.07	\$0.15	\$0.04	\$0.04	\$16.00
indigital	\$0.06	\$0.12	\$0.05	\$0.05	\$16.00

City staff recommends indigital based on the following criteria:

- Their pricing is very favorable compared to the other three vendors.
- They are highly recommended by other cities in the metro area.
- They are very familiar with city documents and workflows.
- Unlike the three vendors on the State contract, there is not the potential for outsourcing the scanning which helps to minimize confidentiality concerns.

Primary Issues/Alternatives to Consider:

Not converting historic paper and microfilm documents to electronic files leaves the City open to loss of records from misfiling and natural disasters. Also, the current process for retrieving documents is cumbersome and makes it difficult to share the documents with customers.

Budgetary/Fiscal Issues:

At the September 24, 2018 City Council meeting, City Council approved the re-allocation of 2017 surplus funds to the general fund, central garage fund and central building fund. Of the \$370,000 allocated to the general fund, \$150,000 of that was identified for scanning services to convert paper and microfiche documents to a digital format.

Attachments:

- 4.5A RESOLUTION
- 4.5B INDIGITAL CONTRACT

RESOLUTION #2019-

RESOLUTION TO AWARD CONTRACT TO INDIGITAL FOR SCANNING SERVICES

WHEREAS, the ITS Division was provided with \$150,000 in funding for scanning services; and

WHEREAS, the City is in need of converting historic paper and microfilm documents to an electronic format; and

WHEREAS, City staff has compared scanning prices with State of Minnesota Contract vendors and found indigital's pricing to be very competitive; and

WHEREAS, indigital is very experienced in working with City documents and workflows.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to award the Contract to indigital for Scanning Services.



January 7, 2019

Mr. Keith Ehrlichman
The City of Brooklyn Park
5200 85th Avenue N.
Brooklyn Park, MN 55443

Dear Keith,

Thank you giving me the opportunity to meet with you along with a few of your staff members on a variety of potential scanning projects. I am pleased to present information and pricing regarding our document scanning services for your review and consideration. As mentioned during our meeting, our pricing is itemized and can be applied to each of your projects. The variables would be the number of hours applied for the Clerical and Data Indexing hours on a “per project requirement” basis.

indigital, Inc. specializes in the conversion services from hard copy paper and microfilm files to high-quality digital records for long-term file and image preservation. We have worked with a number of privately held manufacturing companies, health care organizations, City, County and State Government Agencies in scanning large volumes of paper and microfiche/microfilm files to digital images for long-term records management needs.

I am pleased to enclose the following information:

About indigital, Inc.....Page 2

Long-Term File Sustainability, Inc.....Page 3

Document Scanning Service PricingPage 4

indigital's Customized Indexing and Quality Control Process.....Page 5

Project Estimates.....Page 6

Document Scanning Service Pricing Agreement.....Page 10

Thank you once again for the opportunity to present our services and to work with you and your group. Please let me know if you have any questions or requests.

Sincerely,

Jason Paterson
Encl.

About indigital, Inc.

indigital, Inc. is a document imaging and conversion company specializing on the digitizing process from all types of paper files from standard business records to large-scale engineering drawings, etc.. We scan to industry-standard file and image formats to high-quality digital records for importing into your document and content management system for secure access to important business records.

Since 1994, we have provided high-quality, responsive services to organizations of all sizes and industry types in their quest to become digital for streamlined access, reduced physical storage space, and off-site and redundant protection in the event of a disaster or loss.

The benefits of storing digital records instead of paper files are realized quickly by providing your organization and staff with the following:

Digital Benefits

- Centralized digital storage (repository) of your digital files
- 24/7, instant access for authorized users from any of your locations
- No dedicated physical storage space, office equipment, supplies, etc.
- Secure and compliant storage for all types of records.
- Systematic and scheduled record purge or archiving based on retention requirements

Scanning Services

Document Preparation, Scanning and Data Indexing Services

Document Purge based on your Retention Requirements

Hard copy Paper Shredding (third party, authorized provider)

- Our scanning service prides itself in our Document-Management Ready scanning formats. We scan and index according to your specific filing needs for specific file sections (tab dividers), and/or document types. We recognize misfiles and maintain a strict level of accuracy and file integrity providing complete customer satisfaction.

Long-Term File Sustainability

indigital, Inc. practices a fundamentally sound approach to electronic document management and digital file preservation for your long-term record archiving and storage needs.

We scan to a **Group 4 Tiff** electronic file format deemed acceptable for non-proprietary, long-term storage under the sustainable file formats for electronic records described for Federal agencies under code 44 U.S.C. Ch. 31 and referenced <http://www.archives.gov/records-mgmt/initiatives/sustainable-faq.html>.

The Group 4 Tiff image is a compressed image file format providing compact digital storage and a compression algorithm that can be read by any number of imaging software programs and tools and is considered a non-proprietary image file format by federal, state and governing body, document archiving standards.

indigital, Inc. scans to and provides a “root” image of the Group 4 Tiff file and can produce common image formats such as PDF, JPEG, etc. from the tiff image for customer specific preferences for document distribution and other document storage and file access needs, etc.

indigital, Inc. delivers non-proprietary images and indexing data files for importing into any number of document and content management systems for versatility and industry and government standard policies and practices for long-term electronic file archiving and storage requirements.

The City of Brooklyn Park

Document Scanning Service Pricing

Source Document Scanning Includes: 11" x 17" (and smaller) Black & White Scanning, Multi-page Image Format Tiff or PDF Image File 300 dpi Image Resolution	\$.05/image
Large Format Scanning Includes: 11" x 17" (and larger) Black & White Scanning, Multi-page Image Format Tiff or PDF Image File 300 dpi Image Resolution	\$ 1.10/image
Large Format Color Scanning (Same as above)	\$ 2.95/image
Microfiche Scanning Includes: Black & White Scanning, Multi-page Image Format Tiff or PDF Image File 300 dpi Image Resolution	\$.06/image
Large Format Microfiche Scanning	\$.12/image
Clerical Labor Includes: File Preparation, File Organization/Purge, etc.	\$ 16.00/hr.
Data Indexing Includes: Key Index Fields, File Naming, etc.	\$ 19.00/hr.
Secure FTP Transfer (for transferring files)	N/C
USB Thumb Drive Media Includes: USB Thumb Drive for delivering scanned files	\$ 20.00/ea.
Secure Document Destruction Services Includes: Certified Third-Party Document Shredding Service Authorization Form	\$ 4.00/1000
Pick Up/Delivery Service Includes: indigital, Inc. Staff and Vehicle	\$ 55.00/stop

The City of Brooklyn Park

indigital's Customized Indexing and Quality Control Process

Example: Base Indexing Template

Note: indigital provides the document indexing services and works directly from the scanned image resulting in precise metadata to digital image referencing as well as image quality control measures.

[Home](#) **Example: Indexing Template for Address Files**

House Number:	123
Street Name:	Oak Street N
Unit Number:	
Permit Number:	B56547
Permit Type:	Building
Date:	03/14/2014
Document Type:	Permit

The scanned document is a resolution from the City Council of Brooklyn Park, Minnesota, dated March 31st, 1996. It authorizes the submission of a revised grant application for community development block grants for FY13. The document includes a table of program allocations:

Housing Rehabilitation Loan Program	\$60,000.00
Senior Citizen Housing Site Planning & Preparation	7,227.00
Child Care Assistance Payment Program	20,000.00
TOTAL	\$107,227.00

Example: Data Index File Export

	A	B	C	D	E	F	G
1							
2	House Number	Street Name	Unit Number	Permit Number	Permit Type	Date	Document Type
3	12323	OAK STREET		B1225	BUILDING	02/15/2015	BUILDING PERMIT
4	12251	OAK STREET		P1552	PLUMBING	02/29/2015	PLUMBING PERMIT
5	12255	OAK STREET		E1445	ELECTRICAL	06/01/2017	ELECTRICAL PERMIT
6							

The City of Brooklyn Park

Project Estimates

Project Overview:

From on-site meeting: The City of Brooklyn Park is looking to digitize a number of files in a number of areas. The project estimates listed below are estimates based on an initial review of the files along with potential volumes and indexing details. For a more precise quote, examples of actual files can be presented, scanned and indexed at no charge.

1. Finance – A/R and A/P Invoices:

Estimated Volume: Based on a standard 36” lateral file drawer

- Each drawer contains an average of 6,000 scanned images
- Index by: Vendor / Customer Name
Date (Year/Month)
Option: Invoice Number/ Check Number (not quoted)

Scanning: (one lateral file drawer)

6,000 Source Document Scans @ \$.05/ea.	\$ 300
14 Clerical Hours @ \$ 16.00/hr.	\$ 224
5 Data Indexing Hours @ \$ 19.00/hr.	\$ 95
Scanning Estimate:	\$ 619

* Optional: Secure Document Destruction Services @ \$ 4.00/1000

2. Finance – Payroll Files:

Estimated Volume: Based on a standard 36” lateral file drawer

- Each drawer contains an average of 6,000 scanned images
- Index by: Date (Year/Month)
Document Type (Statement, Report, etc.)

Scanning: (one lateral file drawer)

6,000 Source Document Scans @ \$.05/ea.	\$ 300
8 Clerical Hours @ \$ 16.00/hr.	\$ 128
4 Data Indexing Hours @ \$ 19.00/hr.	\$ 76
Scanning Estimate:	\$ 504

* Optional: Secure Document Destruction Services @ \$ 4.00/1000

The City of Brooklyn Park

Project Estimates (cont.)

3. Finance – Cash Receipts:

Estimated Volume: Based on a standard 36” lateral file drawer

- Each drawer contains an average of 6,000 scanned images
- Index by: Date (Year/Month)
 Document Type (Statement, Report, etc.)

Scanning: (one lateral file drawer)

6,000 Source Document Scans @ \$.05/ea.	\$ 300
18 Clerical Hours @ \$ 16.00/hr.	\$ 288
8 Data Indexing Hours @ \$ 19.00/hr.	<u>\$ 152</u>
Scanning Estimate: \$ 740	

* Optional: Secure Document Destruction Services @ \$ 4.00/1000

The City of Brooklyn Park

Project Estimates (cont.)

4. Assessing - Commercial Files & Tax Exempt Files:

Estimated Volume: Based on a standard 36" lateral file drawer

- Each drawer contains an average of 5,000 Source Document scanned images and 50 Large Format Drawings
- Index by: PID #

Scanning: (one lateral file drawer)

5,000 Source Document Scans @ \$.05/ea.	\$ 250
50 Large Format Scans @ \$ 1.10/ea.	\$ 55
10 Clerical Hours @ \$ 16.00/hr.	\$ 160
4 Data Indexing Hours @ \$ 19.00/hr.	\$ 76

Scanning Estimate: \$ 541

* Optional: Secure Document Destruction Services @ \$ 4.00/1000

5. Assessing – Residential Files:

Estimated Volume: Based on a standard 36" lateral file drawer

- Each drawer contains an average of 4,000 Source Document scanned images
- Index by: PID # / Name

Scanning: (one lateral file drawer)

4,000 Source Document Scans @ \$.05/ea.	\$ 200
7 Clerical Hours @ \$ 16.00/hr.	\$ 112
10 Data Indexing Hours @ \$ 19.00/hr.	\$ 190

Scanning Estimate: \$ 502

* Optional: Secure Document Destruction Services @ \$ 4.00/1000

The City of Brooklyn Park

Project Estimates (cont.)

6. Building – Building Files (hard copy):

Estimated Volume: Based on a standard 36” lateral file drawer

- Each drawer contains an average of 5,000 Source Document scanned images and 75 Large Format Drawings
- Index by: PID # / Address / etc. (data file export)
 - Option: By Permit (not quoted)

Scanning: (one lateral file drawer)

5,000 Source Document Scans @ \$.05/ea.	\$ 250
75 Large Format Scans @ \$ 1.10/ea.	\$ 82.50
12 Clerical Hours @ \$ 16.00/hr.	\$ 192
7 Data Indexing Hours @ \$ 19.00/hr.	<u>\$ 133</u>
Scanning Estimate: \$ 657.50	

* Optional: Secure Document Destruction Services @ \$ 4.00/1000

7. Building – Building Files (microfiche):

Estimated Volume: Based on a standard 15” tray

- Each tray contains an average of 800 microfiche jackets
- Each jacket contains an average of 20 Source Document scans
- Each tray contains an average of 150 Large Format scans
- Index by: PID # / Address / etc. (data file export)
 - Option: By Permit (not quoted)

Scanning: (one standard 15” tray)

16,000 Microfiche Source Document Scans @ \$.06/ea.	\$ 960
250 Microfiche Large Format Scans @ \$.12/ea.	\$ 30
35 Clerical Hours @ \$ 16.00/hr.	\$ 560
15 Data Indexing Hours @ \$ 19.00/hr.	<u>\$ 285</u>
Scanning Estimate: \$ 1,835	

* Optional: Secure Document Destruction Services @ \$ 4.00/1000

The City of Brooklyn Park

Document Scanning Service Pricing Agreement

THIS AGREEMENT, made this 9th day of January 2019, by and between the City of Brooklyn Park, herein called the "City," and Indigital, Inc., a corporation organized and existing under the laws of the State of Minnesota, located at 287 Marschall Road, Ste. 202, Shakopee, MN 55379, herein called the "Vendor."

AGREEMENT

NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the City shall purchase imaging services outlined in attached Exhibit A, written project estimate from said Vendor, upon orders furnished by the City Information Services Manager at the agreed price(s) submitted per project, and the Vendor shall perform said services all in accordance with the specifications of City Proposal, accepted by the Information Services Manager. Exhibit A, written project pricing along with an estimate from Vendor, is fully incorporated into the terms of this Agreement by reference.

TERM OF AGREEMENT

The term of this Agreement is from January 9, 2019 to completion, which shall be completed by December 31, 2019, inclusive. The City reserves the right to extend this Agreement annually.

AGREEMENT AMOUNT

The City, through the Information Systems Manager, has the sole discretion as to which parts of the written project estimates are to be completed and when within the Agreement term. Payments based on the quoted pricing within Exhibit A shall only be due for completed portions of the estimate that have been authorized by the City to be completed. Upon completion, Vendor shall invoice City for the completed portion of the project for payment to be made for that portion by City.

INCREASE

No rate increases will be allowed on individually quoted projects during the term of this Agreement unless approved in writing by City.

PAYMENT

The City does hereby agree, to pay said Vendor as services are performed to the satisfaction of the Information Systems Manager, or its duly authorized agent, as indicated in the written project estimate from Vendor. Payment terms of this Agreement are Net 30.

The City of Brooklyn Park

Document Scanning Service Pricing Agreement (cont.)

Exhibit A

Source Document Scanning	\$.05/image
Includes: 11" x 17" (and smaller) Black & White Scanning, Multi-page Image Format Tiff or PDF Image File 300 dpi Image Resolution	
Large Format Scanning	\$ 1.10/image
Includes: 11" x 17" (and larger) Black & White Scanning, Multi-page Image Format Tiff or PDF Image File 300 dpi Image Resolution	
Large Format Color Scanning	\$ 2.95/image
(Same as above)	
Microfiche Scanning	\$.06/image
Includes: Black & White Scanning, Multi-page Image Format Tiff or PDF Image File 300 dpi Image Resolution	
Large Format Microfiche Scanning	\$.12/image
Includes: Black & White Scanning, Multi-page Image Format Tiff or PDF Image File 300 dpi Image Resolution	
Clerical Labor	\$ 16.00/hr.
Includes: File Preparation, File Organization/Purge, etc.	
Data Indexing	\$ 19.00/hr.
Includes: Key Index Fields, File Naming, etc.	

The City of Brooklyn Park

Document Scanning Service Pricing Agreement (cont.)

Exhibit A

Secure FTP Transfer (for transferring files)	N/C
USB Thumb Drive Media Includes: USB Thumb Drive for delivering scanned files	\$ 20.00/ea.
Secure Document Destruction Services Includes: Certified Third-Party Document Shredding Service Authorization Form	\$ 4.00/1000
Pick Up/Delivery Service Includes: indigital, Inc. Staff and Vehicle	\$ 55.00/stop

EXECUTION

IN WITNESS WHEREOF

Dated this _____ day of _____, 2019

VENDOR

indigital, Inc.

Name

Signature

Title

CITY

The City of Brooklyn Park

Name

Signature

Title

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	January 14, 2019
Agenda Section:	Consent	Originating Department:	Police
Resolution:	X	Prepared By:	Stephanie Heiberger, Administrative Assistant
Ordinance:	N/A		
Attachments:	2	Presented By:	Chief Craig Enevoldsen
Item:	Resolution Authorizing the Police Department to Renew a Professional Services Agreement with LEAST Services/Counseling LLC		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO AUTHORIZE THE POLICE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LEAST SERVICES/COUNSELING LLC.

Overview:

In January of 2013, the Police Department began using Justice Assistance Grant (JAG) funding to provide voluntary and confidential counseling services to police officers and civilian employees. These services have been delivered by Steve Wickelgren, of LEAST Services, a licensed family and marriage therapist who also manages the Minneapolis Police Officer Assistance Program and is an active member of the Metro CISM Debrief Team. Mr. Wickelgren's background in law enforcement, along with his licensure, provides him with a skill set that allows him to better connect with police personnel and address the needs that are unique to this field of work. The Police Department would like to extend their contract with LEAST Services to continue to provide these services to police personnel.

This program is available to all police officers on our force, as well as to our civilian staff. The mental health specialist will provide training, respond to critical incidents, and provide off-site mental health support for officers in crisis or in need of support.

Primary Issues/Alternatives to Consider:

This program began as a pilot to determine what the need and volume would be. Aside from private sessions, Mr. Wickelgren has been available for us during critical incidents involving individuals in crisis, as well as conducting post-incident debriefings of police and other emergency personnel involved. This agreement will extend the contract and is part of the police department's 2019 budget.

Budgetary/Fiscal Issues:

The not-to-exceed cost of this agreement is \$25,000. The cost is within the current budgeted amount approved by the City Council during the 2019 budget process.

Attachments:

- 4.6A RESOLUTION
- 4.6B AGREEMENT

RESOLUTION #2019-

RESOLUTION TO AUTHORIZE THE POLICE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LEAST SERVICES/COUNSELING LLC

WHEREAS, LEAST services has provided confidential counseling services to police personnel since the beginning of 2013; and

WHEREAS, Steve Wickelgren is a licensed family and marriage therapist who also has a background in law enforcement; and

WHEREAS, the mental health specialist will provide training, respond to critical incidents, and provide mental health support for officers and civilian staff in need of support; and

WHEREAS, the requested contract extension is an existing part of the Police Department's 2019 budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the Police Department to enter into a Professional Services Agreement with LEAST Services/Counseling LLC.

PROFESSIONAL SERVICES AGREEMENT
WITH LEAST SERVICES/COUNSELING LLC

Contract Number _____

Contractor SSN or Federal ID Number 45-5313928

I. OPENING PARAGRAPH

This Professional Services Agreement (“Agreement”) is made effective as of the 1st day of January, 2019 by and between the City of Brooklyn Park, a Minnesota municipal corporation (the “City”) and LEAST Services/Counseling LLC, a Minnesota limited liability company (the “Contractor”) for services to be provided under the terms of this Agreement.

II. RECITALS

WHEREAS, the Contractor is a Minnesota limited liability company focused on counseling services for incidents arising in the City;

WHEREAS, the Contractor represents that it has the requisite skills to assist City employees, officials, contractors, and agents and policy makers in providing psychological services including counseling, consultation, and training to the Brooklyn Park Police Department (“Professional Services”);

WHEREAS, the City believes that the provision of Contractor’s Professional Services to Brooklyn Park Police Department promotes public health, safety, morals, and the general welfare;

WHEREAS, the City desires to engage the Professional Services of the Contractor, and the Contractor desires to assist the City with its Professional Services; and

WHEREAS, the parties wish to set forth in writing the terms and conditions of this Agreement.

NOW, THEREFORE, in return for the mutual agreements set forth below, the parties agree as follows:

AGREEMENT

III. SCOPE OF AGREEMENT

LEAST Services/Counseling agrees to provide psychological services including counseling, consultation, and training to the Brooklyn Park Police Department. Examples of this service include:

- Provide confidential counseling services to Brooklyn Park Police Department employees seeking assistance for stress related mental health issues that may affect work performance;
- Provide training to the Brooklyn Park Police Department related to/and intended to promote the psychological and emotional health of to Brooklyn Park Police Department employees;
- Respond, when requested and available, to incidents identified by Brooklyn Park Police Department supervisory personnel as critical incidents;
- Respond when requested and available, to support and advise the Crisis Intervention Team/Negotiators of the Brooklyn Park Police Department;
- Periodically perform ride along with to Brooklyn Park Police Department police officers; and
- Any other services mutually agreed upon in writing between the parties.

Confidential services will be provided at a location agreed upon by the Brooklyn Park Police Department employee and Contractor.

The Contractor shall provide the required personnel and related support services to effectively and efficiently provide its Professional Services.

IV. COMPENSATION

The Contractor shall be compensated at a rate of \$110.00 per hour, with a maximum compensation averaging \$2,080.00 per month, so long as the Contractor is providing its Professional Services to the satisfaction of the City. The Contractor will be compensated \$150 per month for providing on-call services and for being available outside of normal business hours. This compensation is separate from any time spent responding to incidents where travel and crisis response is requested, or substantial time on the phone is requested. The total compensation under this Agreement for Professional Services (including reimbursement expenses) shall not exceed \$ 25,000.00 per 12-month period. Any expenses for supplies over \$50.00 per month must be approved in advance by the Brooklyn Park Police Department. Receipts shall be provided to the City for all expenses for which reimbursement is sought. The Contractor shall be required to submit a monthly work time report to the Brooklyn Park Police Department by the 15th of each month.

The City will honor no claim for services not specified in this Agreement.

V. RECORDS

The Contractor shall maintain such records as are deemed necessary by the City to insure that the Professional Services are provided as represented by the Contractor. The Contractor shall maintain the records in a manner that insures confidentiality to service recipients; however the Contractor shall provide disclosure of identities to the City or a third party if so required by law or regulation. All reports provided to the Contractor shall be securely maintained in locked file drawers or a locked room.

VI. EXCHANGE OF INFORMATION

The Contractor acknowledges that the City may withhold information, data, or reports when the release of such information could compromise an ongoing criminal or civil investigation, when it contains information regarding child sexual abuse or juvenile offenders, or when dissemination is prohibited by law or regulation.

The Contractor agrees that it will not distribute City Police Department reports to any third party, except the following: Brooklyn Park Attorney's Office, Hennepin County Attorney's Office, and Hennepin County Probation Office. The Contractor further agrees that it will not provide copies of City Police Department reports to victims or offenders and will refer any individual or entity that requests such information to the City Police Department. The Contractor agrees that it will not attach a City Police Department report to an Order for Protection. The Contractor's use of City Police Department reports for training or technical assistance must be pre-approved in writing by the City's Chief of Police, and Contractor's usage of such reports must be consistent with the requirements of any applicable local, state, or federal law, rule, or regulation.

VII. EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall be in full force and effect from January 1, 2019 through December 31, 2019 unless otherwise extended by the Brooklyn Park Police Department or terminated earlier under Paragraph XVII, Cancellation.

VIII. ENTIRE AGREEMENT

The entire agreement of the parties is contained in this document, Exhibit A, and any addenda or amendments signed by the parties. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. This Agreement is valid only when signed by both parties.

IX. SUBSTITUTIONS AND ASSIGNMENTS

Professional Services by the Contractor will be performed by the Contractor. Upon the prior written approval of the City, the Contractor may substitute or assign the performance of the Professional Services. Said prior written approval must be evidenced by a written amendment of this Agreement signed by the City and the Contractor.

X. CONTRACT ADMINISTRATION

All provisions of this Agreement shall be coordinated and administered by the persons identified in Paragraph XVIII, Notices.

XI. AMENDMENTS

No amendments may be made to this Agreement after signing by the parties, except for extensions of time, increases in compensation, or increases or reduction of the Professional Services. All amendments shall be in writing, signed by the City and the Contractor.

XII. INDEPENDENT CONTRACTOR

It is agreed that Contractor, its employees, officers, agents, and assignees, will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits, or other rights or benefits offered to employees of the City.

XIII. CONTRACTORS INSURANCE

The Contractor shall maintain the insurance coverage as set forth in **Exhibit A** during the term of this Agreement.

XIV. DATA PRACTICES

Data and information provided to Contractor under this Agreement or through the provision of services for the City under this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with all applicable laws, rules, and regulations.

XV. DISCRIMINATION

The Contractor agrees not to discriminate in providing Professional Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any this section may lead to immediate termination of this Agreement.

XVI. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise under the Agreement will be in and under those courts located within the State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

XVII. CANCELLATION

This Agreement may be terminated by either party at any time with or without cause, upon thirty days written notice. In that case, City shall only pay on a pro rata basis for Professional Services rendered in accordance with this Agreement prior to the termination date.

XVIII. NOTICES

Any notice, approval, or demand authorized or required under this Agreement shall be in writing and shall be sent by U.S. first class mail to the other party as follows:

To the Contractor: LEAST Services/Counseling LLC
 Steven M Wickelgren LMFT
 13922 Colorado Ave S
 Savage, MN 55378

To the City: Brooklyn Park Police Department
 Todd Milburn, Deputy Chief of Police
 5400 85th Avenue North
 Brooklyn Park, MN 55443

XIX. CONFLICT OF INTEREST/CODE OF ETHICS

The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety. In the event of a conflict, the Contractor, with the consent of the City, shall arrange for suitable alternative representation. It is the intent of the Contractor to refrain from handling matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the City.

The Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its work with the City. If Contractor is unclear whether a conflict of interest exists, Contractor will immediately contact the Brooklyn Park Police Department to request an interpretation.

The Contractor agrees to be bound by the State of Minnesota’s Code of Ethics. Contractor certifies that to the best of its knowledge all employees participating in this Agreement will comply with this Code. It is agreed by the parties that any violation of the Code of Ethics may be grounds for the termination of this Agreement.

[The rest of this page was left blank intentionally.]

IN WITNESS WHEREOF, by attaching my signature below I represent that I have the requisite authority to enter into this Agreement on behalf of the City of Brooklyn Park or LEAST Services/Counseling LLC and have executed this Professional Services Agreement effective as of the date first written above.

CITY OF BROOKLYN PARK

By _____
Jeffrey Joneal Lunde, Mayor

By _____
Jay Stroebel, City Manager

LEAST SERVICES/COUNSELING LLC

By _____

Its _____

EXHIBIT A
Insurance Requirements

General Liability:

\$1,000,000 Each Occurrence
\$1,000,000 Personal Injury/Advertising Injury
\$2,000,000 Annual Aggregate
\$5,000 Medical Payments (optional)

Workers' Compensation:

\$100,000 Each Accident
\$500,000 Policy Limit
\$100,000 Each Disease

Statutory Limits Apply

These Workers' Compensation requirements listed herein are not mandatory until and unless the Contractor hires an employee or is otherwise required by law to provide workers' compensation insurance.

Umbrella/Excess Liability:

\$1,000,000 Each Occurrence and Annual Aggregate

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	January 14, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Craig Runnako, P.E. Construction Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Jesse Struve, P.E. City Engineer
Item:	Approve Plans and Specifications and Order Advertisement for Bid for 2019 Watermain Rehabilitation, CIP 3001-19A		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BID FOR 2019 WATERMAIN REHABILITATION, CIP 3001-19A.

Overview:

Project No. 3001-19A is a watermain rehabilitation project that will replace 57 gate valves, rebolt 5 gate valves, remove 9 unnecessary gate valves of various sizes in Maintenance District #1 and on Zane Avenue North prior to Hennepin County's mill and overlay this summer. The watermain valves in this area were originally installed in the 1960s and are nearing the end of their useful life. This maintenance activity will extend the life of the system.

The proposed schedule is as follows:

1. January 14, 2019 – Council Accepts Plans and Orders Advertisement for Bid
2. February 19, 2019 – Bid Opening
3. February 25, 2019 – Award Contract
4. April 2019 – Start Construction
5. July 2019 – Complete Construction

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The project is included in the adopted 2019-2023 Capital Improvement Plan (CIP) for a scheduled 2019 completion as project CIP No. 3001-19A with an estimated cost of \$500,000.00. In accordance with City policies, the City is proposing to pay for the project with Water Utility Funds.

Attachments:

- 4.7A RESOLUTION
- 4.7B LOCATION MAP
- 4.7C PRELIMINARY CONSTRUCTION PLANS

RESOLUTION #2019-

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BID FOR 2019 WATERMAIN REHABILITATION, CIP 3001-19A

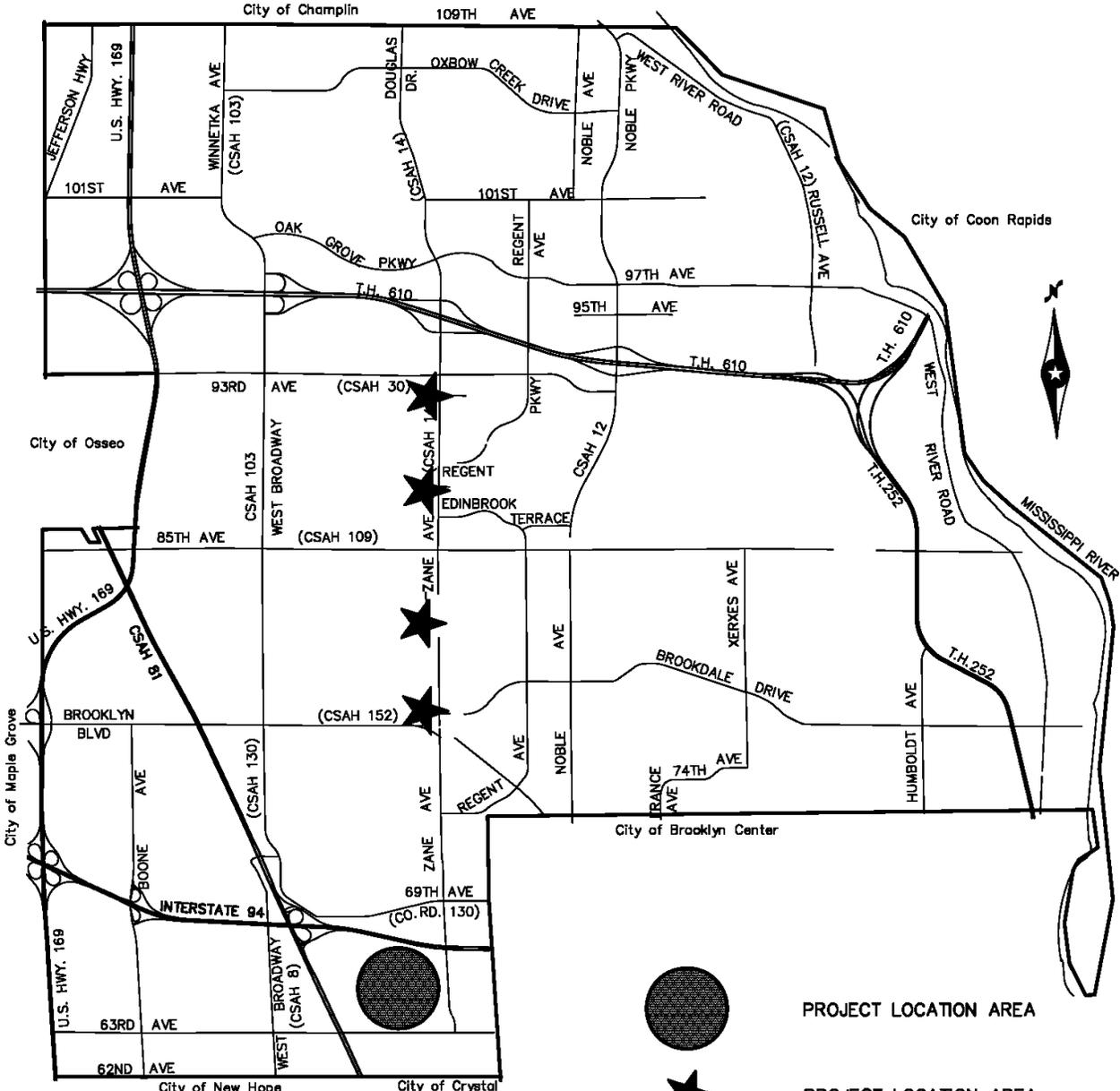
WHEREAS, the City Engineer has prepared plans and specifications for the following improvements to
wit:

CIP 3001-19A: Watermain Rehabilitation Project in Maintenance District #1 and on Zane Avenue North
which will replace 57 gate valves, rebolt 5 gate valves and remove 9 unnecessary gate valves.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park.

1. Such plans, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and online for bids upon the making of such improvement under such approved plans. The advertisement shall be published as required by law, shall specify the work to be done, shall state that bids will be opened at 11:00 a.m. on February 19, 2019 in the Council Chambers at City Hall, and that no bids will be considered unless sealed and filed with the City Clerk and accompanied by a cashier's check, bid bond or certified check payable to the City of Brooklyn Park for not less than 5% of the amount of such bid.

LOCATION MAP CIP 3001-19A



PROJECT LOCATION AREA

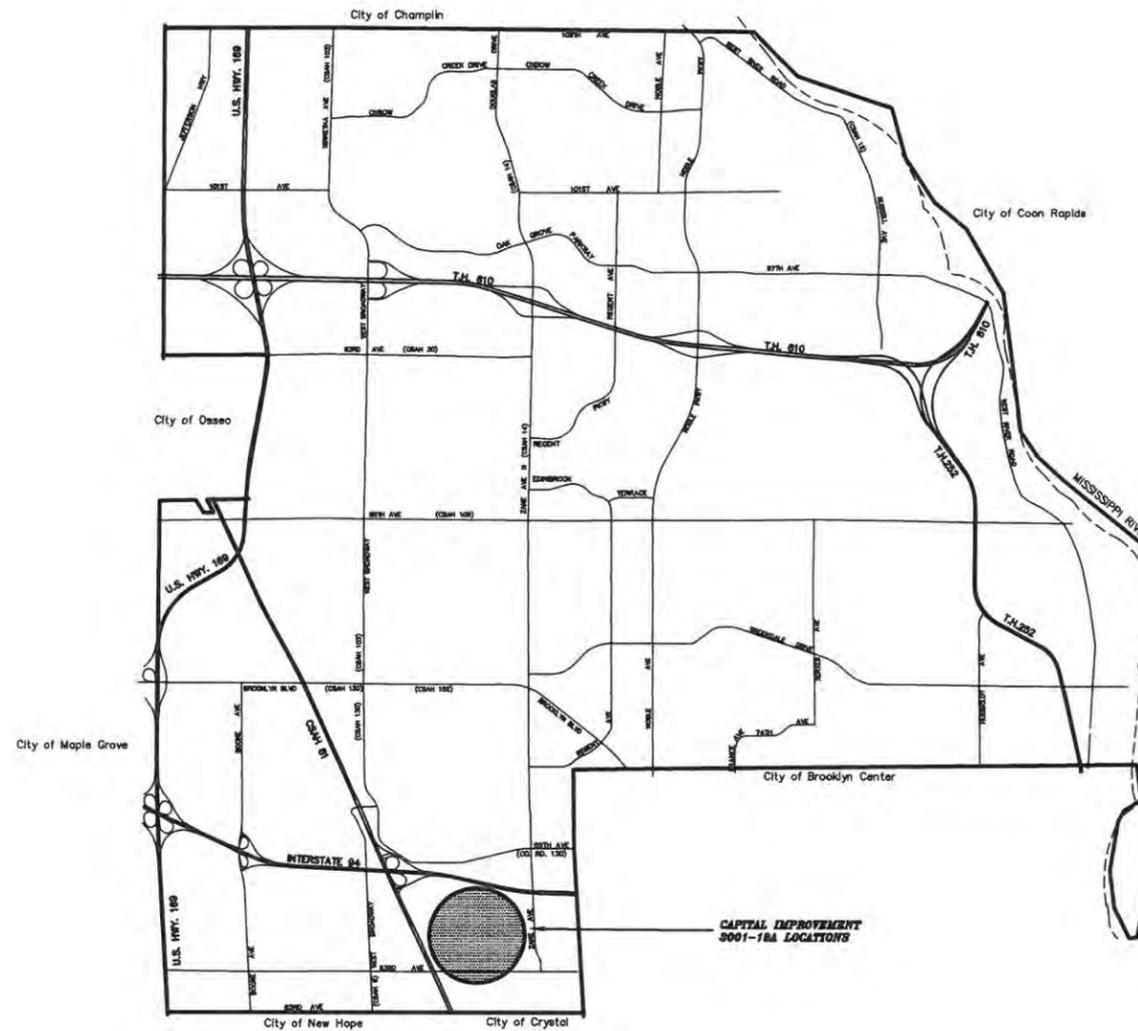


CITY OF BROOKLYN PARK, MINNESOTA

CAPITAL IMPROVEMENT 3001-19A WATERMAIN REHABILITATION



SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	DETAIL SHEET
3-11	SECTION/PLAN LOCATION SHEETS



VICINITY MAP

CONSTRUCTION PLAN LEGEND

	DENOTES PROPOSED SANITARY SEWER AND MANHOLE, THIS IMPROVEMENT
	DENOTES PROPOSED WATERMAIN, HYDRANT AND GATE VALVE, THIS IMPROVEMENT
	DENOTES PROPOSED STORM SEWER, CATCH BASIN AND/OR CATCH BASIN M.H., THIS IMPROVEMENT
	DENOTES EXISTING STREET R/W LINES
	DENOTES PROPOSED STREET AND/OR EASEMENT R/W LINES
	DENOTES EXISTING LOT LINES
	DENOTES PROPOSED LOT LINES
	DENOTES EXISTING SANITARY SEWER, MANHOLE AND SEWER HOUSE SERVICE
	DENOTES EXISTING WATERMAIN, HYDRANT, GATE VALVE AND WATER HOUSE SERVICE
	DENOTES EXISTING STORM SEWER AND CATCH BASIN OR MANHOLE
	DENOTES EXISTING GAS MAINS
	DENOTES EXISTING UNDERGROUND TELEPHONE
	DENOTES EXISTING ELECTRIC CABLES
	DENOTES EXISTING TREES
	DENOTES EXISTING BITUMINOUS PAVEMENT
	DENOTES EXISTING CONCRETE PAVEMENT
	DENOTES EXISTING DIRT OR GRAVEL ROADWAY OR DRIVEWAY
	DENOTES EXISTING POLE OR DOWN GUY

Approved _____

JESSE STRUVE
CITY ENGINEER

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

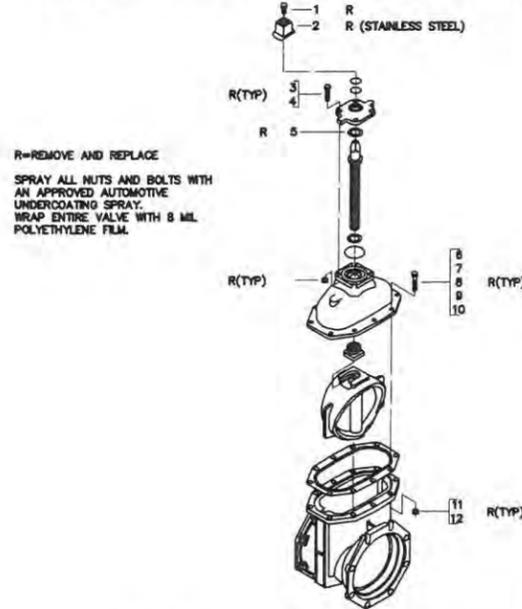
CRAIG RUNNAKCO
CONSTRUCTION ENGINEER
LIC. NO. 26155 DATE 1-14-19

Brooklyn Park
Unique. United. Undiscovered.

PLANS PREPARED BY
ENGINEERING SERVICES DIVISION
CITY OF BROOKLYN PARK

CAPITAL IMP. 3001-19A
SHEET ONE OF 11 SHEETS

TYPICAL QUANTITIES FOR CLOW RESILIENT WEDGE GATE VALVES - OTHER GATE VALVES MAY VARY									
REF #	DESCRIPTION	DIA (IN)	LENGTH (INCH)	REPLACEMENT MATERIAL	TYPICAL QUANTITY				
					4"	6"	8"	10"	12"
1	HEX HEAD BOLT	5/8-11	1	18-8 STAINLESS STEEL	1	1	1	1	1
2	OPERATING NUT, 2" SQUARE	-	-	STAINLESS STEEL	1	1	1	1	1
3	HEX HEAD BOLT	5/8-11	1.75	18-8 STAINLESS STEEL	2	2	2	-	-
4	HEX HEAD BOLT	5/8-11	2	18-8 STAINLESS STEEL	-	-	-	4	4
5	THRUST WASHER	5/8-11	-	18-8 STAINLESS STEEL	2	2	2	2	2
6	HEX HEAD BOLT	5/8-11	2	18-8 STAINLESS STEEL	4	-	-	-	-
7	HEX HEAD BOLT	5/8-11	2.25	18-8 STAINLESS STEEL	-	8	-	-	-
8	HEX HEAD BOLT	5/8-11	2.50	18-8 STAINLESS STEEL	-	-	8	-	-
9	HEX HEAD BOLT	5/8-11	2.75	18-8 STAINLESS STEEL	-	-	-	10	-
10	HEX HEAD BOLT	3/4-10	3	18-8 STAINLESS STEEL	-	-	-	-	10
11	HEX NUT	5/8-11	-	18-8 STAINLESS STEEL	8	8	10	14	4
12	HEX NUT	3/4-10	-	18-8 STAINLESS STEEL	-	-	-	-	10

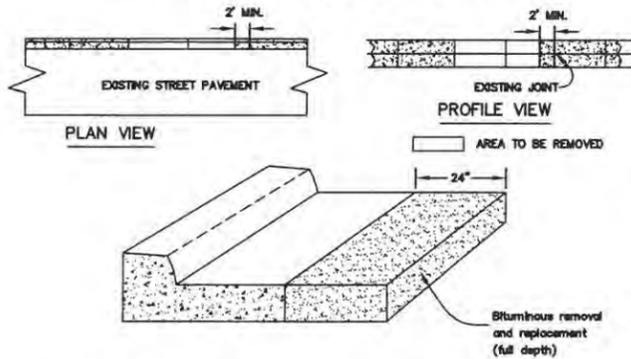


4"-12" GATE VALVE RE-BOLTING DETAIL

NOT TO SCALE
1-2015

CURB AND GUTTER REPAIR TYPE SA-CG

DESCRIPTION: REMOVE CONCRETE, RESTORE BASE, PLACE REINFORCING STEEL. FURNISH AND PLACE CONCRETE. REFORM JOINTS AS NECESSARY.



WORK TO BE DONE

1. Define removal area at existing joint or if necessary saw full depth at gutter and as much as possible of curb. Remove concrete curb and gutter sections.
2. If existing Aggregate Base is inadequate, place 4" of Class 5 aggregate. Restore subgrade by compaction with a hand operated vibratory compactor.
3. Place 1/2" isolation material only at ends of city blocks abutting pedestrian ramp areas or to isolate driveway concrete.
4. Clean in-place vertical slab surfaces. Place structural concrete. Finish to grade, slope, and texture. Apply cure.
5. Restore joints by green sawing or hand tooling to match existing joint pattern.
6. Removal & replacement of road section 2' out from lip of curb at full depth of existing bituminous.

BASIS OF PAYMENT

Measurement and payment shall be incidental to the contract unless otherwise specified in the Special Conditions.

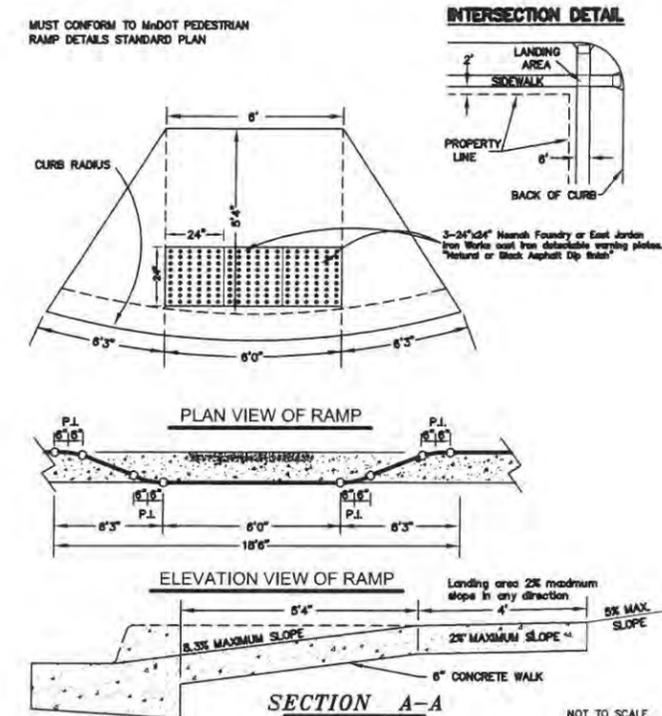
2301 Curb and Gutter Repair Type SA-CG lin. ft.

**CONCRETE CURB AND GUTTER REPAIR
DETAIL DRAWING ST-22
CITY OF BROOKLYN PARK**

NOT TO SCALE
1-2018

The curb and curb transition on the ramp will be paid for as linear feet of concrete curb and gutter. The ramp area will be paid for at the Contract unit price bid for 6" sidewalk. The truncated domes will be paid separately at the Contract unit price bid.

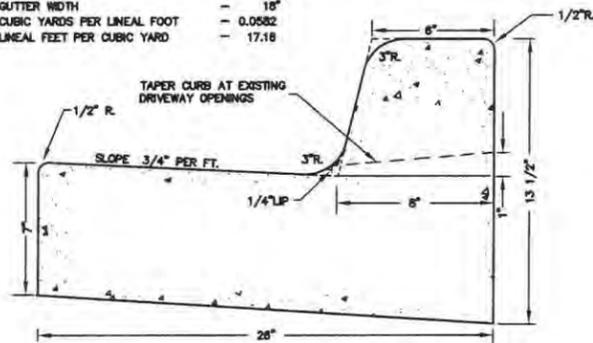
MUST CONFORM TO MNDOT PEDESTRIAN RAMP DETAILS STANDARD PLAN



A.D.A. PEDESTRIAN CURB RAMP

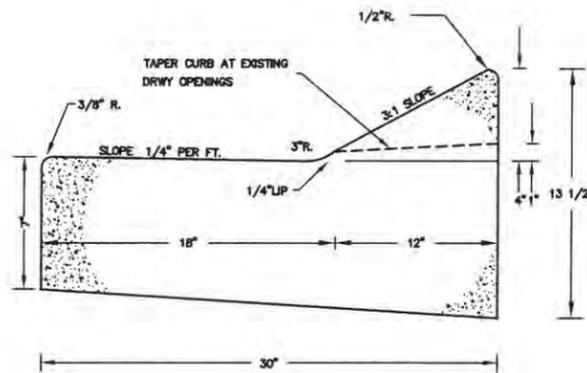
NOT TO SCALE
1-2016
1-2017

REFERENCE TO MNDOT SPEC. - 2531
DESIGN NO. - B-618
GUTTER WIDTH - 18"
CUBIC YARDS PER LINEAL FOOT - 0.0582
LINEAL FEET PER CUBIC YARD - 17.18



B-618 CONCRETE CURB AND GUTTER

NOT TO SCALE
-96

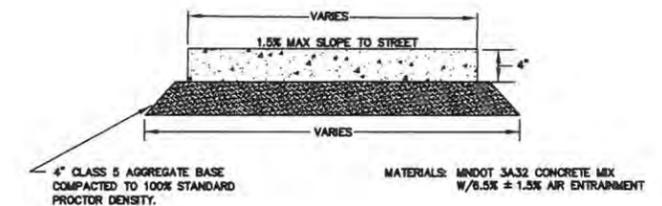


REFERENCE TO MNDOT SPEC. - 2531
DESIGN NO. - BP-30
GUTTER WIDTH - 18"
CUBIC YARDS PER LINEAL FOOT - 0.0692
LINEAL FEET PER CUBIC YARD - 14.45

BP-30 CONCRETE CURB AND GUTTER

NOT TO SCALE
4-96

NOTE:
ALL SIDEWALK SHALL BE 4" THICK EXCEPT AT DRIVEWAYS WHERE THE THICKNESS SHALL BE 6" FOR SINGLE FAMILY & TOWNHOUSE PROPERTIES AND 8" FOR COMMERCIAL, INDUSTRIAL AND HIGH DENSITY PROPERTIES.



CONCRETE SIDEWALK

NOT TO SCALE
1-2016

NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION

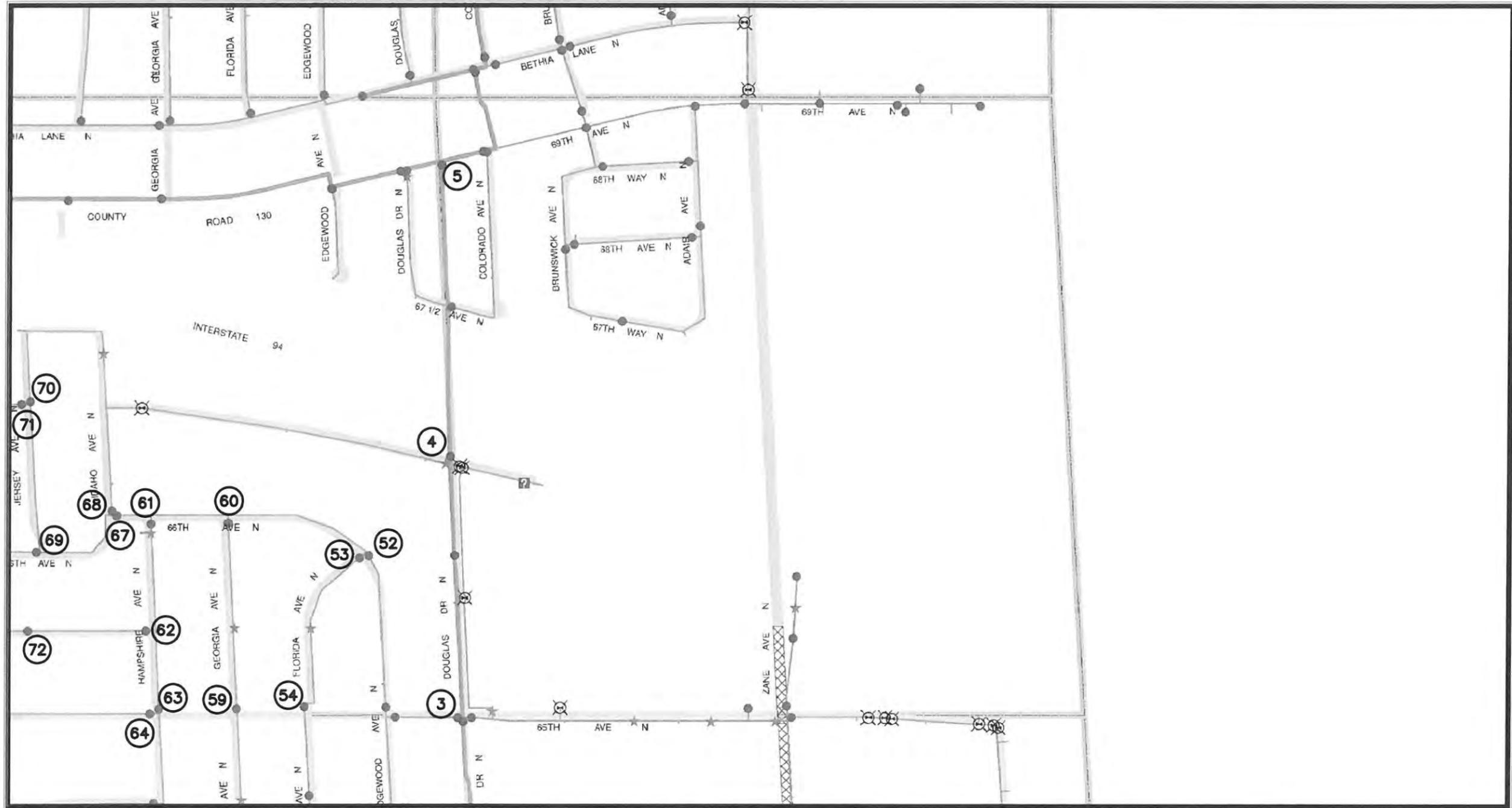
Brooklyn Park
5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
FAX# 763/493-8391
Unique. United. Undiscovered.

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

CRAIG RUNNAGKO, P.E. CONSTRUCTION ENGINEER
DATE 1-14-19 LIC. NO. 26155

**WATERMAIN REHABILITATION
DETAIL SHEET**

CAPITAL IMPROV. NO. 3001-19A	DRAWN BY ACM	DATE APPROVED 1-14-19	SHEET 2 OF 11
DESIGNED BY CER	CHECKED BY JMS	HORIZ. SCALE -	
STATE AID PROJ. NO.		VERT. SCALE -	



Legend

City of Brooklyn Park
Water System
Operations and Maintenance

Water Points

- Half Section Grid
- Parcel Lines
- RECON 2017
- REHAB 2017

Water Lines

- Reboled
- Small Valves installed 90 and newer
- Small Valves installed 50's, 60's, 70's, & 80's
- Small Valves from unknown year
- Water MH's 1976 or newer
- Water MH's installed 60's & 70's
- Brooklyn Park, Watermain
- Brooklyn Park, Transmission
- Brooklyn Park, Trunk

03N	05N	04N	03N	02N
03S	05S	04S	03S	02S
01N	02N	03N	04N	05N
01S	02S	03S	04S	05S
06N	07N	08N	09N	10N
06S	07S	08S	09S	10S
11N	12N	13N	14N	15N
11S	12S	13S	14S	15S
16N	17N	18N	19N	20N
16S	17S	18S	19S	20S
21N	22N	23N	24N	25N
21S	22S	23S	24S	25S
26N	27N	28N	29N	30N
26S	27S	28S	29S	30S

Printing Date
6/1/2017
1 inch = 400 feet
33N

NO	DATE	BY	CKD	REVISION

CITY OF BROOKLYN PARK
ENGINEERING SERVICES DIVISION

Brooklyn Park
Unique. United. Undiscovered.

5200 85TH AVE. N.
BROOKLYN PARK, MN. 55443
PH# 763/493-8100
FAX# 763/493-8391

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

CRAIG RUNNAKKO, P.E. CONSTRUCTION ENGINEER
DATE 1-14-19 U.C.NO. 28155

WATERMAIN REHABILITATION
LAKELAND PARK
VALVES 3-5, 52-54, 59-64, 67-72

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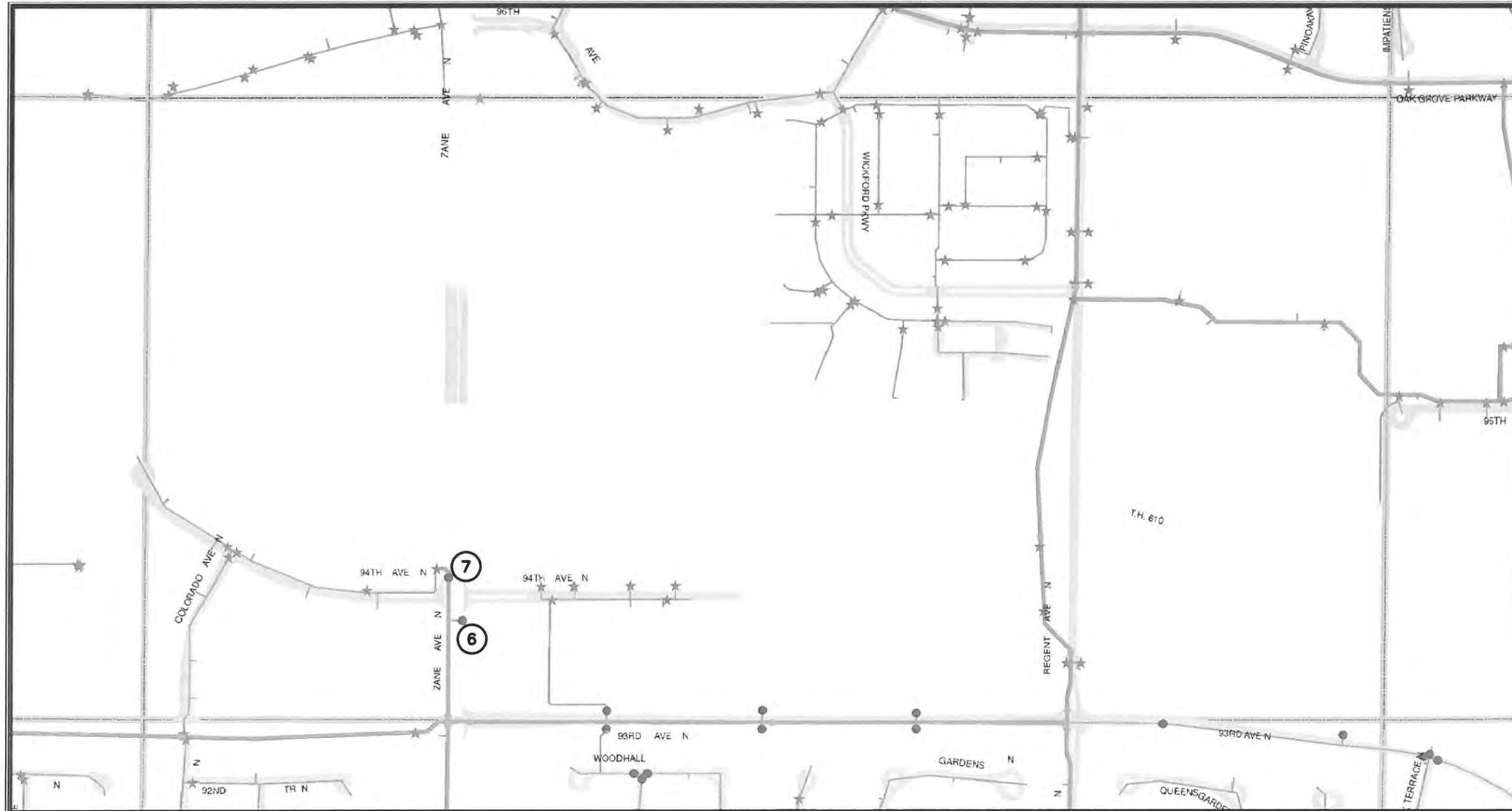
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3
OF
11



Legend

City of Brooklyn Park
Water System
Operations and Maintenance

Water Points

- Half Section Grid
- Parcel Lines
- RECON 2017
- REHAB 2017

Water Lines

- Rebolted
- Small Valves installed 90 and newer
- Small Valves installed 50's, 60's, 70's, & 80's
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- Water MH's 1976 or newer
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Water Lines

- Brooklyn Park, Watermain
- Brooklyn Park, Transmission
- Brooklyn Park, Trunk

01N	05N	04N	03N	02N
01S	05S	04S	03S	02S
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01S	05S	04S	03S	02S
01E	05E	04E	03E	02E
01W	05W	04W	03W	02W
01N	05N	04N	03N	02N
01S	05S	04S	03S	02S
01E	05E	04E	03E	02E
01W	05W	04W	03W	02W

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CITY OF BROOKLYN PARK
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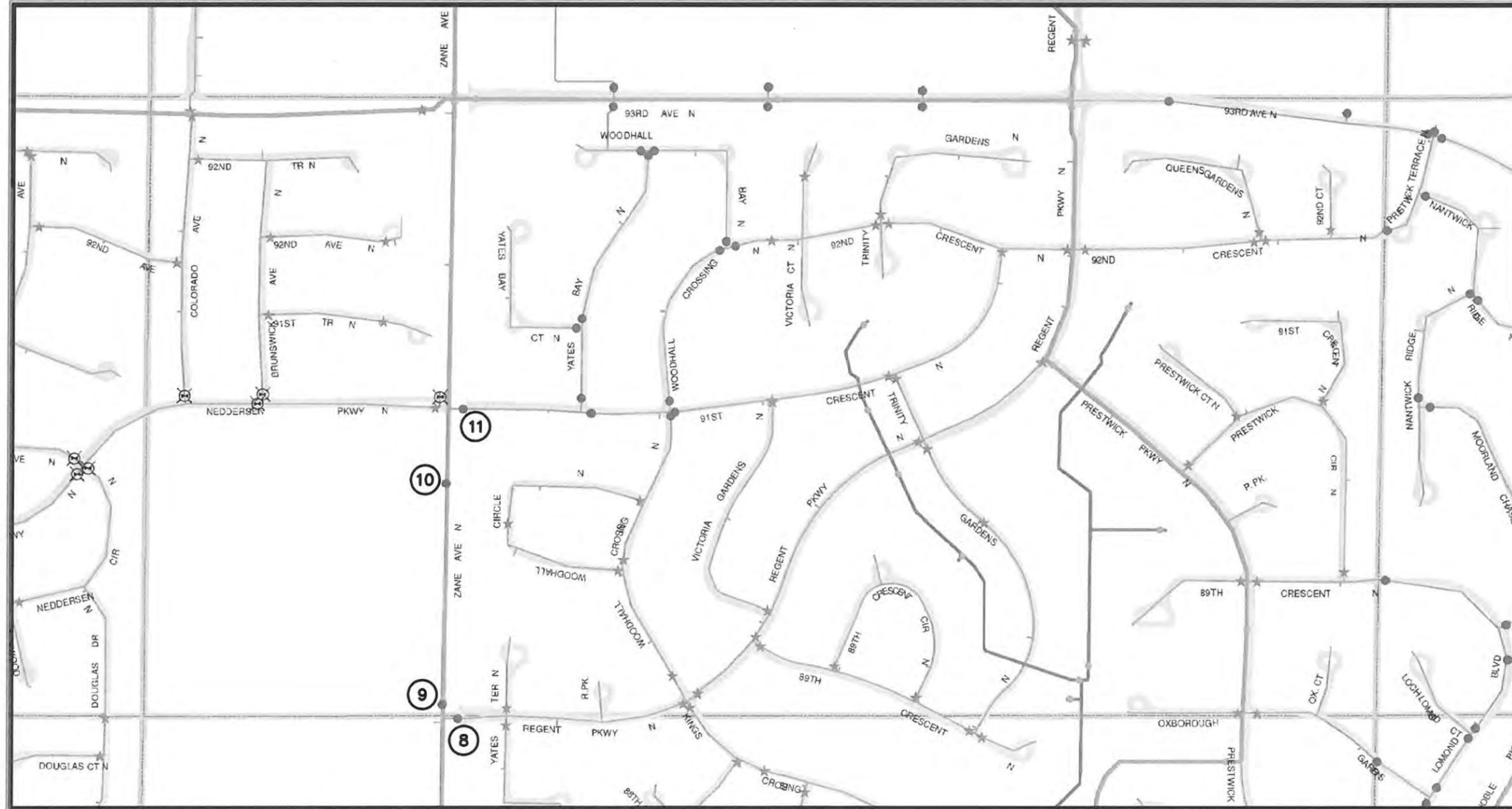
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CRAIG RUNNAKKO, P.E. CONSTRUCTION ENGINEER
DATE 1-14-19 UC.NO. 28155

WATERMAIN REHABILITATION
TRINITY GARDENS-TESSMAN
VALVES 6-7

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Legend

City of Brooklyn Park
Water System
Operations and Maintenance



Water Points

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01N	02N	03N	04N	05N	06N
07N	08N	09N	10N	11N	12N
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19N	20N	21N	22N	23N	24N
25N	26N	27N	28N	29N	30N
31N	32N	33N	34N	35N	36N
37N	38N	39N	40N	41N	42N
43N	44N	45N	46N	47N	48N
49N	50N	51N	52N	53N	54N
55N	56N	57N	58N	59N	60N

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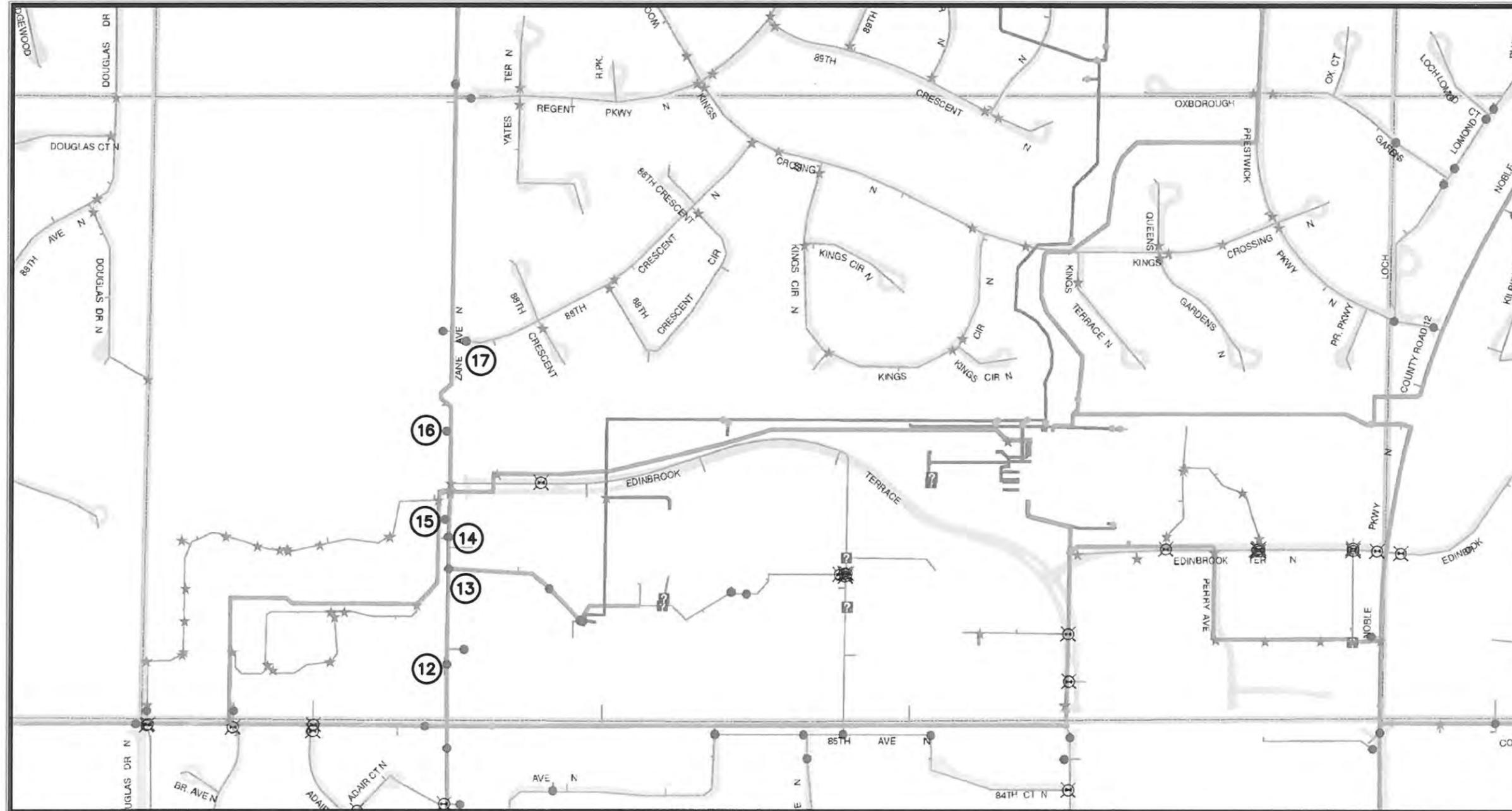
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WATERMAIN REHABILITATION
TRINITY GARDENS-TESSMAN
VALVES 8-11

CAPITAL IMPROV. NO. 3001-19A	DRAWN BY ACM	DATE APPROVED 1-14-19	SHEET 5 OF 11
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City of Brooklyn Park
Water System
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13N	14N	15N	16N	17N	18N
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25N	26N	27N	28N	29N	30N
31S	32S	33S	34S	35S	36S
37S	38S	39S	40S	41S	42S
43S	44S	45S	46S	47S	48S
49S	50S	51S	52S	53S	54S
55S	56S	57S	58S	59S	60S

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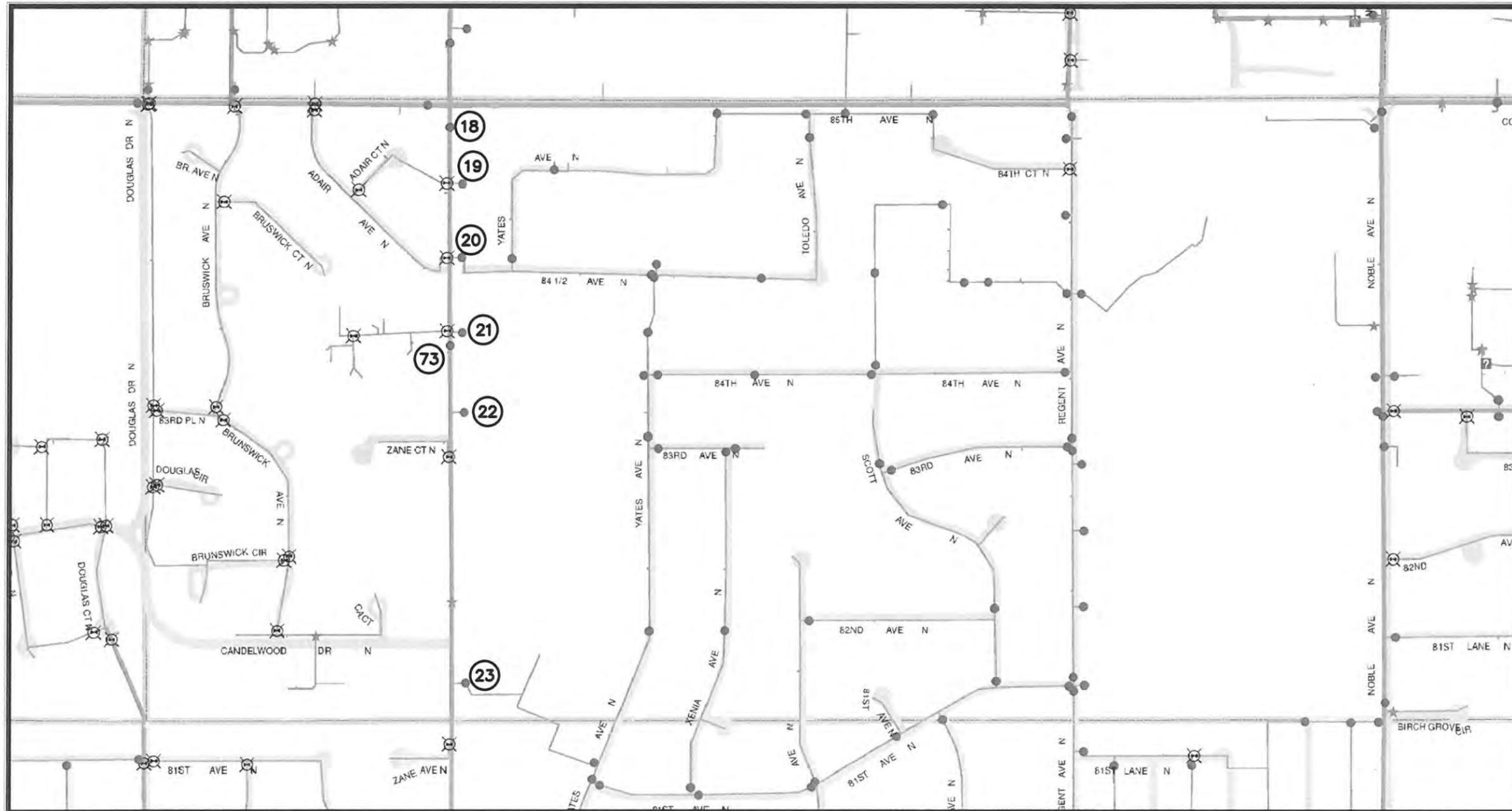
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DATE 1-14-19 UC.No. 26155

WATERMAIN REHABILITATION
TRINITY GARDENS-TESSMAN
VALVES 12-17

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City of Brooklyn Park
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07N	08N	09N	10N	11N	12N
13N	14N	15N	16N	17N	18N
19N	20N	21N	22N	23N	24N
25N	26N	27N	28N	29N	30N
31N	32N	33N	34N	35N	36N
37N	38N	39N	40N	41N	42N
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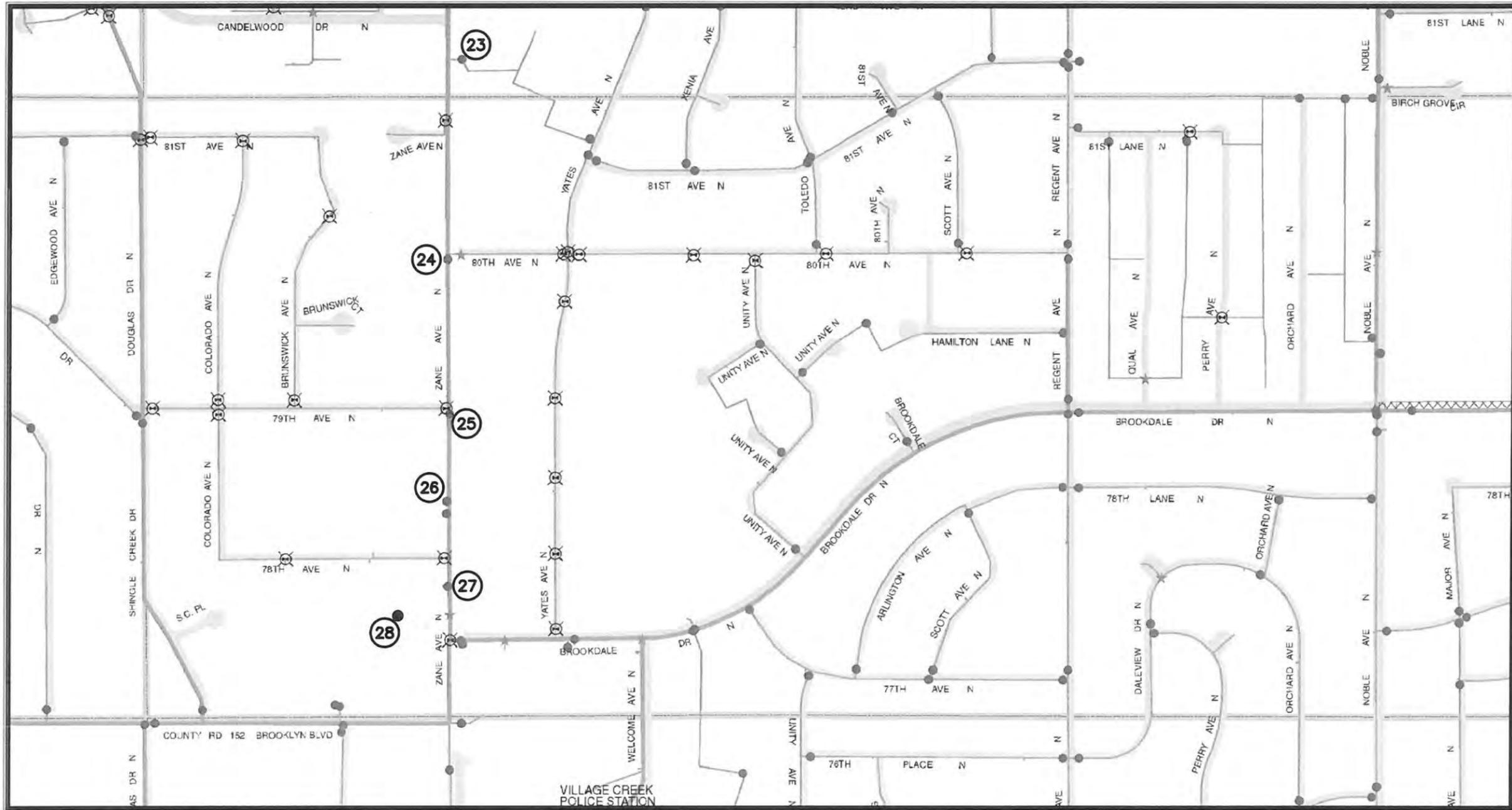
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DATE 1-14-19 UC.NO. 26155

WATERMAIN REHABILITATION
CANDLEWOOD-CENTRAL
VALVES 18-23, 73

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Water System
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07N	08N	09N	10N	11N	12N
13N	14N	15N	16N	17N	18N
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25N	26N	27N	28N	29N	30N
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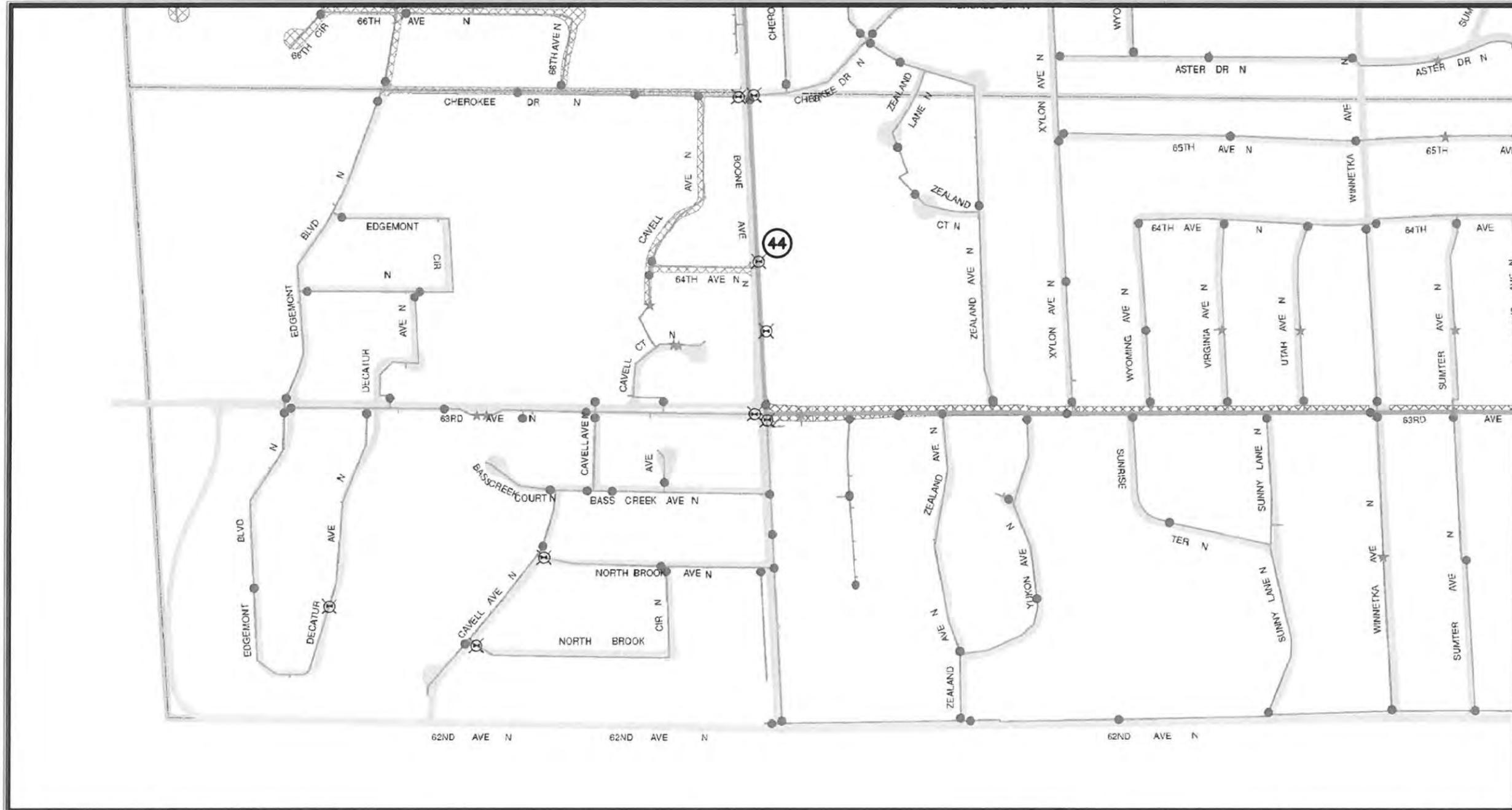
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WATERMAIN REHABILITATION
TRINITY GARDENS-TESSMAN
VALVES 23-28

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City of Brooklyn Park
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16S	17S	16S	15S	14S
21N	20N	19N	22N	23N
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26S	25S	24S	27S	28S
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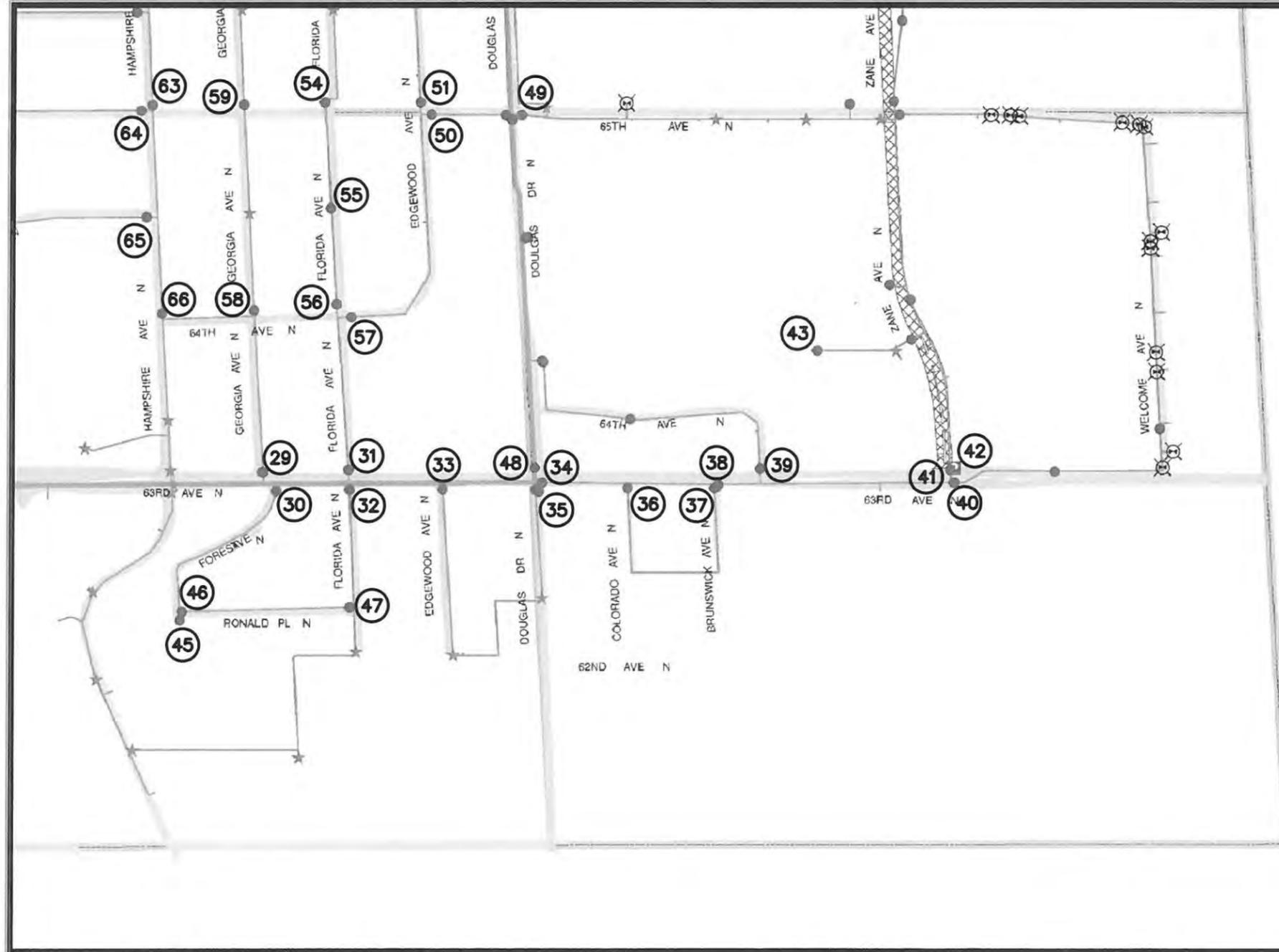
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DATE 1-14-19 U.C.NO. 28155

WATERMAIN REHABILITATION
SUNNY LANE
VALVE 44

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DATE 1-14-19 UC.NO. 26155

**WATERMAIN REHABILITATION
LAKELAND PARK
VALVES 29-43, 45-51, 54-59, 63-66**

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10
OF
11

City of Brooklyn Park Request for Council Action

Agenda Item:	5.1	Meeting Date:	January 14, 2019
Agenda Section:	Public Hearings	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve an Off-Sale Intoxicating Liquor License for Harmony Liquor Holdings LLC dba Maddies Liquor, Located at 8521 Zane Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE AN OFF-SALE INTOXICATING LIQUOR LICENSE FOR HARMONY LIQUOR HOLDINGS LLC DBA MADDIES LIQUOR, LOCATED AT 8521 ZANE AVENUE NORTH.

Overview:

Due to change in ownership, this is a new off-sale intoxicating liquor license for Harmony Liquor Holdings LLC dba Maddies Liquor, located at 8521 Zane Avenue North.

The Community Development Department approved the application on December 17, 2018. The Fire Department's last inspection was on January 18, 2017. The Police Department has completed their investigation of the new owner.

The Community Development Department, Fire Department and Police Department find no reason that would preclude the issuance of this license. Their reports are on file in the Business and Rental Licensing Division and are available upon request.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

Agenda Item:	7.1	Meeting Date:	January 14, 2019
Agenda Section:	General Action Items	Originating Department:	Community Development
Resolution:	1	Prepared By:	Daniela Lorenz, Business Development Coordinator
Ordinance:	N/A		
Attachments:	6	Presented By:	Daniela Lorenz
Item:	Authorize Accepting a Grant of \$18,000,000 of State of Minnesota General Obligation Bond Proceeds for Second Harvest Heartland's Headquarters and Approving the Execution of Related Documents		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO AUTHORIZE ACCEPTING A GRANT OF \$18,000,000 OF STATE OF MINNESOTA GENERAL OBLIGATION BOND PROCEEDS FOR SECOND HARVEST HEARTLAND'S HEADQUARTERS AND APPROVING THE EXECUTION OF RELATED DOCUMENTS.

Overview:

In 2016, Second Harvest Heartland, an organization which provides food assistance of more than 80 million meals annually throughout Minnesota and western Wisconsin, moved its headquarters and one of its operations facilities to 7101 Winnetka Avenue N in Brooklyn Park. To facilitate the move, Second Harvest asked the City of Brooklyn Park to act as a fiscal agent for an application to Minnesota Management and Budget (MMB) for \$18 million in State General Obligation Funds. The move and expansion are estimated to cost Second Harvest about \$38 million, with a majority of the funds being secured privately. The City Council authorized the City to act as the fiscal agent for the bond on June 12, 2017.

The Minnesota State Legislature allocated \$18 million in State General obligation funds in the spring of 2018. In order to begin drawing on the funds, the City of Brooklyn Park must execute the grant, lease, use and disbursement agreements that were negotiated with the City, Second Harvest, and the State of Minnesota and authorize staff to submit a final application to the Minnesota Department of Employment and Economic Development (DEED).

Background:

Second Harvest Heartland provided food assistance of more than 80 million meals to more than 1,000 agency food shelf partners in its service area, which includes 59 counties in Minnesota and western Wisconsin in 2017. Employing 165 people, it serves as the second-largest food bank in the *Feeding America* foodbank network with its current headquarters in Maplewood and a second location in Golden Valley. The move to Brooklyn Park also allows Second Harvest Heartland to expand and change its operations as trends favor more perishable foods rather than the historical reliance on shelf-stable foods in the food bank system.

Primary Issues/Alternatives to Consider:

- How does this project align with community goals?

Second Harvest Heartland's work supports the *Brooklyn Park 2025* goal: People of all ages have what they need to feel healthy and safe. In Brooklyn Park, the organization supplies food to Community Emergency Assistance

Program (CEAP), the Salvation Army Noble Food Distribution, and Brooklyn Park Evangelical Free Church. The organization relies on the contributions from volunteers, hosting about 30,000 volunteers annually, including teams from major corporations such as Target (Attachment 7.1F).

- **How do the agreements with the State and Second Harvest work together?**

The four agreements work together to allow Second Harvest to accept the funds from the State while minimizing or eliminating risk to the City. The structure of these agreements is typical for a project where a non-profit organization asks a public entity to serve as a fiscal agent to receive State funding.

- The grant agreement is between the City of Brooklyn Park, the State of Minnesota's Department of Employment and Economic Development (DEED), and Second Harvest Heartland. In this agreement, the City of Brooklyn Park is the public entity receiving the funds. This agreement outlines how the State general obligation bonds should be used and who is responsible for the actions. The grant agreement commits the City to complete an annual report for this project based on DEED's reporting criteria for general obligation bonds.
- The ground lease is between Second Harvest Heartland and the City of Brooklyn Park. To receive bond funding, the Second Harvest project needs to be completed for a public purpose. To accomplish this, Second Harvest Heartland purchased the property and building and leased the land back to the City. This gives the City qualified interested in the property making it eligible for State bond funds.
- The lease/use agreement is between The City and Second Harvest. In this agreement the City is Second Harvest's landlord. This agreement obligates Second Harvest to the completion of the project and day-to-day operations of the facility after the project has been completed. This document transfers the obligations and risks for the ground lease agreement and grant agreement from the City to Second Harvest.
- The disbursement agreement is between the City, Second Harvest, Bremer Bank, and First American Title Company. This document details the process to request and receives bond funds. It also illustrates the flow of funds.

- **What ongoing work will the City be required to complete?**

The City of Brooklyn Park, as outlined in the grant and use/lease agreement, is responsible for the annual reporting on this project. The reporting will include jobs numbers and types created by the project, whether jobs at the facility are new or retained, where the jobs are located, and the pay ranges of the jobs. Second Harvest has agreed to provide this information to the City freely when requested. DEED may reasonably ask for additional project information per the grant agreement.

The City will also be required to sign off on all requests for funds from Second Harvest Heartland. The City must sign off on the requests before DEED will sign off on the request and disburse the funds for Second Harvest's use.

- **Budgetary/Fiscal Issues**

The City's Bond Counsel at Kennedy and Graven confirms that this issuance of State Bonds will not impact the City's debt capacity, that it does not constitute a general or moral obligation of the City, and will not be secured by the taxing powers of the City or any assets or property of the City. Further, it does not impact the City's ability to issue bank-qualified obligations for City projects.

As stated in the lease/use agreement, this project will follow the City's Conduit Debt Financing policy and charge a one-time administrative fee of 0.50% of the principal amount of the State Bonds, payable to the City on the date of issuance of the State Bonds, plus an annual maintenance fee of 0.10% of the average outstanding principal amount of the State Bonds during the preceding year, payable to the City on each anniversary of the date of issuance of the State Bonds. Per standard practice when partnering on projects, Second Harvest Heartland has deposited an initial \$10,000 escrow for all legal and financial advisor fees related to the project. This is accounted for in the use/lease agreement.

Second Harvest Heartland operates a program that is eligible for property tax exemption; the City's portion of property taxes for 2017 is \$57,275.

Attachments:

- 7.1A RESOLUTION
- 7.1B GRANT AGREEMENT
- 7.1C GROUND LEASE AGREEMENT
- 7.1D DISBURSEMENT AGREEMENT
- 7.1E LEASE/USE AGREEMENT
- 7.1F SECOND HARVEST HEARTLAND ORGANIZATION PROFILE

RESOLUTION #2019-

RESOLUTION AUTHORIZING ACCEPTING A GRANT OF \$18,000,000 OF STATE OF MINNESOTA GENERAL OBLIGATION BOND PROCEEDS FOR SECOND HARVEST HEARTLAND'S HEADQUARTERS AND APPROVING THE EXECUTION OF RELATED DOCUMENTS

WHEREAS, in 2018, the Minnesota Legislature and the Governor enacted Minnesota Laws of 2018, Chapter 214, Article 1, Section 21, Subd. 6 authorizing a general obligation bond funded grant in the amount of \$18,000,000 (the "Grant") to assist in financing the acquisition and renovation of a building in the City to house and distribute food for those in need in the region and the State (the "Project"); and

WHEREAS, City of Brooklyn Park staff have negotiated the terms and conditions of a Ground Lease, a Lease/Use Agreement and a Master Disbursing Agreement with Second Harvest Heartland, ("Developer") and other related documents (collectively, the "Lease Documents"); and

WHEREAS, City of Brooklyn Park staff have further negotiated the terms and conditions of a General Obligation Bond Proceeds Grant Agreement-Construction Grant for the Second Harvest Heartland Project and other related documents with the Department of Employment and Economic Development for the State of Minnesota (collectively, the "State Grant Documents").

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City of Brooklyn Park, Minnesota as follows:

1. The Council hereby accepts the \$18,000,000 Grant from the State of Minnesota; approves the Project, including the use and operation of Second Harvest Heartland for purposes of the Governmental Program as described in the Lease Documents and the State Grant Documents; approves the Lease Documents and approves the State Grant Documents, in substantially the forms submitted, together with such amendments and other related documents, including but not limited to subordination and/or recognition and non-disturbance agreements, as may be necessary, consistent with this resolution and not detrimental to the City's interests and approved by the City Attorney and the Director of Community Development; and the Mayor and City Manager of the City are hereby authorized and directed to execute the Lease Documents and the State Grant Documents.
2. The approval hereby given to the Lease Documents and the State Grant Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of legal counsel to the City, may act in their behalf.
3. City staff, officials, consultants and legal counsel for the City are further directed and authorized to take all actions necessary to implement this Resolution and to carry out, on behalf of the City, the City's obligations under the Lease Documents and the State Grant Documents when all conditions precedent thereto have been satisfied and the City's Director of Community Development is authorized to execute such consents and instruments as are necessary in connection therewith including without limitation annual reports to the Department of Employment and Economic Development for the State of Minnesota and other actions required by the Lease Documents and the State Grant Documents.

General Obligation Bond Proceeds
Grant Agreement - Construction Grant
for the
Second Harvest Heartland

Project

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General Obligation Bond Proceeds

Grant Agreement – Construction Grant for the for the Second Harvest Heartland --- Project

THIS AGREEMENT shall be effective as of _____, 2019, and is between the City of Brooklyn Park, a Minnesota municipal corporation (the “Public Entity”), and Minnesota Department of Employment and Economic Development (the “State Entity”).

RECITALS

A. Under the provisions contained in the Public Entity’s Charter and the provisions contained in Minn. Stat. §§ 410.07, 412.211 and 412.221 (collectively, the “Statutory Authority”), the Public Entity has been given the authority to acquire land for and to predesign, construct, furnish, and equip a statewide Second Harvest Heartland charitable food warehouse, distribution, and office facility in the City of Brooklyn Park, Minnesota (the “Facility”); and

B. Under the provisions contained in Minnesota Session Laws 2018, Chapter 214, Art. 1, Sec. 21, Subd. 6, (the “G.O. Bonding Legislation”) the State of Minnesota has allocated \$18,000,000 (the “G.O. Grant”), which is to be given to the Public Entity as a grant to assist it in completing the Facility as authorized by such legislation; and

C. Under the provisions contained in the Statutory Authority, the Public Entity has been given the authority to undertake a program to operate the Facility (the “Governmental Program”) and

D. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution; and

E. The Public Entity’s receipt and use of the G.O. Grant to acquire an ownership interest in and/or improve real property (the “**Real Property**”) and, if applicable, structures situated thereon (the “**Facility**” as more fully described above) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “**G.O. Compliance Legislation**”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “**Commissioner’s Order**”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

F. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Public Entity, and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I. - DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Second Harvest Project, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” - means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any - means Leo A. Daly, which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Completion Date” - means August 31, 2020 the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract.

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means the charitable food facility more fully described in the Recitals, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the G.O. Grant.

“Fair Market Value” - means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonding Legislation” - means the legislation delineated in Recital B hereinabove as the G.O. Bonding Legislation.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the G.O. Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695 as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“G.O. Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “G.O. Grant” in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Governmental Program” - means the operation of the Real Property and, if applicable, Facility for the purpose specified and identified in Recital A of this Agreement as the Governmental Program.

“Initial Acquisition and Betterment Costs” - means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity’s construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement.

“Lessor/Grantor” - means the fee owner/lessor or grantor of the Leased/Easement Premises.

“Outstanding Balance of the G.O. Grant” - means the portion of the G.O. Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any - means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ _____ or XX Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. “Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Hennepin, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long-term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder.

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“Subsequent Betterment Costs” - means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term is used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility.

“Useful Life of the Real Property and, if applicable, Facility” - means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II. - GRANT

Section 2.01 Grant of Monies. The State Entity shall make and issue the G.O. Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The G.O. Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the G.O. Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property:

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- An easement for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility:

- Fee simple ownership of the Facility.
- A real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the G.O. Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the G.O. Grant for any other purpose.

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property.
- Acquisition of a leasehold interest in the Real Property.
- Acquisition of an easement for the Real Property.
- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- _____.
(Describe other or additional purposes.)

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such

budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the G.O. Grant for the purpose or purposes described in Recital B of this Agreement.

C. It has legal authority to operate the Governmental Program.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the G.O. Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. The Useful Life of the Real Property and, if applicable, Facility is 30 years.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement.

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the G.O. Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the G.O. Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the G.O. Bonding Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the G.O. Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the G.O. Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set

against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the Governmental Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the G.O. Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the G.O. Grant shall terminate. In such event, (i) if none of the G.O. Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the G.O. Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the G.O. Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the G.O. Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the G.O. Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if

applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III. - USE CONTRACTS

Section 3.01 General Provisions. If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the Governmental Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the Governmental Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the Governmental Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Revenue Procedure 97-13, 1997 1 C.B. 632, issued January 10, 1997, as amended by Revenue Procedure 2001 39, 2001-2 C.B. 38, issued June 20, 2001, as amplified by Notice 2014-67, 2014-46 I.R.B. 822, issued November 10, 2014, as amplified by Revenue Procedure 2016-44, 2016-36 I.R.B. 316, issued October 31, 2016, and as further modified and amplified by Revenue Procedure 2017-13, 2017-6 I.R.B., issued March 21, 2017, or any subsequent revenue procedure, regulation, or other written statements of the Internal Revenue Service or the Department of the Treasury that established superseding rules or regulations with respect to permissible management or service agreements or establishes “safe harbors” with respect to such agreements”, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the G.O. Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the Governmental Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest,

redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the G.O. Grant and the denominator of which is sum of the G.O. Grant and the Approved Debt.

Article IV. - SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the Governmental Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are

approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the G.O. Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the G.O. Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the G.O. Grant.

Article V. - COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if

applicable, Facility is, or when acquired by the Public Entity will be, “state bond financed property”, as such term is used in the G.O. Compliance Legislation and the Commissioner’s Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity’s ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the G.O. Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the G.O. Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997 1 C.B. 632, issued January 10, 1997, as amended by Revenue Procedure 2001 39, 2001-2 C.B. 38, issued June 20, 2001, as amplified by Notice 2014-67, 2014-46 I.R.B. 822, issued November 10, 2014, as amplified by Revenue Procedure 2016-44, 2016-36 I.R.B. 316, issued October 31, 2016, and as further modified and amplified by Revenue Procedure 2017-13, 2017-6 I.R.B., issued March 21, 2017, or any subsequent revenue procedure, regulation, or other written statements of the Internal Revenue Service or the Department of the Treasury that established superseding rules or regulations with respect to permissible management or service agreements or establishes “safe harbors” with respect to such agreements”, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the G.O. Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order.

In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity’s ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner’s Order.

**Article VI. - DISBURSEMENT OF GRANT
PROCEEDS**

Section 6.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the G.O. Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the G.O. Grant. If the amount of G.O. Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the G.O. Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the G.O. Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity’s obligation to make Advances shall terminate as of the dates specified in such Section even if the entire G.O. Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the G.O. Bonding Legislation, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances \geq (G.O. Grant) \times (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances (G.O. Grant) \times (percentage of Project completed)

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the G.O. Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the G.O. Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity

may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the G.O. Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and

obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII. - MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair

such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the G.O. Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must

demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the G.O. Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Governmental Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others

(including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address

specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, MN 55443

To the State Entity at:

Minnesota Department of Employment and Economic Development

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 Waiver. Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the

Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 Matching Funds. The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 Source and Use of Funds. The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- i. State funds including the G.O. Grant, identifying the source and amount of such funds.
- ii. Matching funds, identifying the source and amount of such funds.
- iii. Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- iv. Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- v. Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the G.O. Bonding Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Project Completion Schedule. The Public Entity represents to the State Entity and the Commissioner of MMB that Attachment IV correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both

the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 State Entity and Commissioner Required Acts and Approvals. The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 Applicability to Real Property and Facility. This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 Jobs Reporting Requirements. Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in Attachment V of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.32 Additional Requirements. The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

A. **Recitals.** The Recitals to this Agreement are incorporated into the Agreement as if fully set forth herein.

B. **Definitions.** The following definitions shall be inserted in Section 1.01 as follows:

“Loan” – means that certain loan in the amount of \$ _____ from Bremer Bank, National Association as secured by that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement granted by the Counterparty, dated _____, 2018.

“Priority Private Debt” - means debt incurred by the Counterparty on or after the date hereof to finance the acquisition and betterment of the Facility, which is entitled to priority payment under Section 4.02, subject only to repayment of the Program Grant, provided that the Commissioner of MMB has approved the characterization of such debt as Priority Private Debt in writing. Priority Private Debt may be secured by a mortgage or mortgages on the Counterparty’s fee or leasehold interest in the Real Property. The parties acknowledge that as of entry into this Agreement, the Public Entity and the State Entity have approved as Priority Private Debt the debt delineated as such in **Attachment III** to this Agreement

C. Section 3.01.F. The provisions contained in Section 3.01F shall be deleted in their entirety and the following shall be inserted in place thereof.

F. If the statutory authority under which the Public Entity is operating the Governmental Program ceases, is rescinded, or is modified in manner that prevents the Public Entity from continuing the Governmental Program and is not reinstated or modified to allow the Public Entity to operate the Governmental Program within 485 days of such cessation, revocation, or modification, then the Use Contract must immediately terminate.

The 485 days are needed because this period will allow the Minnesota Legislature two opportunities (by way of two legislative sessions) to correct or modify the change to the statutory authority under which the Public Entity is operating the Governmental Program or provide the Counterparty sufficient time to transition operations to another facility that will sufficiently serve the population served by the current facility, so the services remain uninterrupted to the greatest extent possible for the at-risk population served.

D. Section 4.02. The language in Section 4.02.B shall be modified as follows, with deletions shown as ~~strikethroughs~~ and additions shown as underlined:

B. The remaining portion, after the distributions specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, if any, and (iii) to pay the Public Entity, the Counterparty (under that certain Lease/Use Agreement by and between the City of Brooklyn Park, as Landlord, and Second Harvest Heartland, a Minnesota nonprofit corporation, as Tenant, of substantially even date herewith), and any other interested public and private entities lending or otherwise providing Priority Private Debt, other than any such entity that has

already received the full amount of its contribution (such as the State Entity paid under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, as provided in that certain Ground Lease for the Second Harvest Heartland Facility by and between Second Harvest Heartland, as Lessor, and City of Brooklyn Park, as Lessee, of substantially even date herewith. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

E. **Ground Lease.** The Public Entity has advised the State Entity that it intends on entering into a Ground Lease (the “**Ground Lease**”) with Second Harvest Heartland and one of the provisions therein provides the Public Entity with the right to purchase Second Harvest’s underlying fee ownership interest in the Facility and Real Property. The Public Entity and the State Entity agree that if the Public Entity executes its right to purchase Second Harvest Heartland’s underlying fee ownership interest in the Facility and Real Property, then amounts spent by the Public Entity carrying out such purchase will be considered Initial Acquisition and Betterment Costs, subject to the Commissioner of MMB’s consent, and neither Second Harvest Heartland nor the Counterparty shall have any subsequent interest in the distribution of sale proceeds pursuant to Section 4.02 of this Agreement.

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Second Harvest Heartland Project on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Brooklyn Park,
a municipal corporation

By: _____

Its: _____

Dated: _____, _____

And: _____

Its: _____

Dated: _____, _____

STATE ENTITY:

Minnesota Department of Employment and
Economic Development

By: _____

Its: _____

Dated: _____, _____

**Attachment I -
STATE OF MINNESOTA
GENERAL OBLIGATION BOND FINANCED
DECLARATION**

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

(Check the appropriate box.)

- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain General Obligation Bond Proceeds Grant Agreement – Construction Grant for Second Harvest Heartland Project between City of Brooklyn Park and Minnesota Department of Employment and Economic Development, dated _____, 2018.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of the Minnesota Department of Employment and Economic Development and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

THIS INSTRUMENT WAS DRAFTED BY:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402-4629
Attention: Tammera R. Diehm

Date: October ____, 2018

**Exhibit A to Declaration -
LEGAL DESCRIPTION OF RESTRICTED PROPERTY**

The land referred to in this Commitment is situated in the City of Brooklyn Park, County of Hennepin, State of Minnesota, and is described as follows:

PARCEL 1:

The South 133 feet of the East 230 feet of Lot 22, Brooklyn Gardens, according to the recorded plat thereof, Hennepin County, Minnesota.

PARCEL 2:

The East 208 feet of the North 100 feet of Lot 23, Brooklyn Gardens, according to the recorded plat thereof, Hennepin County, Minnesota.

PARCEL 3:

The East 265 feet of the West 1/2 of Lot 22, Brooklyn Gardens, and all of the East 1/2 of Lot 22, Brooklyn Gardens EXCEPT the East 230 feet of the South 133 feet thereof, all according to the recorded plat thereof, Hennepin County, Minnesota.

AND

That part of the East 3/4 of Lot 23 lying South of the North 100 feet thereof, and that part of the North 100 feet of the East 3/4 of Lot 23 lying West of the East 208 feet thereof, Brooklyn Gardens, according to the recorded plat thereof, Hennepin County, Minnesota.

All abstract property.

Property Address: 7101 Winnetka Avenue, Brooklyn Park, Minnesota

**Attachment II -
LEGAL DESCRIPTION OF
REAL PROPERTY**

The land referred to in this Commitment is situated in the City of Brooklyn Park, County of Hennepin, State of Minnesota, and is described as follows:

PARCEL 1:

The South 133 feet of the East 230 feet of Lot 22, Brooklyn Gardens, according to the recorded plat thereof, Hennepin County, Minnesota.

PARCEL 2:

The East 208 feet of the North 100 feet of Lot 23, Brooklyn Gardens, according to the recorded plat thereof, Hennepin County, Minnesota.

PARCEL 3:

The East 265 feet of the West 1/2 of Lot 22, Brooklyn Gardens, and all of the East 1/2 of Lot 22, Brooklyn Gardens EXCEPT the East 230 feet of the South 133 feet thereof, all according to the recorded plat thereof, Hennepin County, Minnesota.

AND

That part of the East 3/4 of Lot 23 lying South of the North 100 feet thereof, and that part of the North 100 feet of the East 3/4 of Lot 23 lying West of the East 208 feet thereof, Brooklyn Gardens, according to the recorded plat thereof, Hennepin County, Minnesota.

All abstract property.

Property Address: 7101 Winnetka Avenue, Brooklyn Park, Minnesota

**Attachment III -
SOURCE AND USE OF FUNDS FOR THE PROJECT**

SOURCE OF FUNDS		USE OF FUNDS	
Sources	Amount	Uses	Amount
State GO Funds		Purchase of Ownership Interest	\$ 13,491,921
GO Grant	\$ 18,000,000	Phase 1 Construction	\$ 1,858,580
Subtotal	\$ 18,000,000	Phase 2 Construction	\$ 13,732,556
		SHH Project Management	\$ 162,000
Matching Funds		Architecture	\$ 1,333,550
Cash - Capital Campaign Fund	\$ 2,600,000	Other Professional Fees	\$ 753,900
Subtotal	\$ 2,600,000	Warehouse Racking	\$ 797,700
		Warehouse Equipment	\$ 946,510
Debt		Furniture	\$ 700,000
Purchase of Ownership Interest	\$ 13,400,000	IT	\$ 750,000
Subtotal	\$ 13,400,000	Fixed Interactive Systems and Signing	\$ 623,900
		Bonding Related Expenses	\$ 375,000
Prepays		Contingency	\$ 1,919,694
Fiscal 6/1/16 to 9/30/16	\$ 192,791	Construction Period Interest	\$ 675,000
Fiscal 10/1/17 to 9/30/17	\$ 886,280		
Fiscal 10/1/18 to 9/30/18	\$ 2,499,346	Total Use of Funds	\$ 38,120,311
Fiscal '19 to Date	\$ 595,193		
Subtotal	\$ 4,173,609		
Total Source of Funds	\$ 38,173,609		

**Attachment IV -
PROJECT COMPLETION SCHEDULE**

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Attachment V - JOBS REPORTING

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.

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GROUND LEASE

by and between

Second Harvest Heartland, as lessor

and

City of Brooklyn Park, as lessee

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GROUND LEASE

This Ground Lease (this “**Lease**”) is made and entered into as of the ___ day of _____, 2019, by and between SECOND HARVEST HEARTLAND, a Minnesota nonprofit corporation (“**Lessor**”) and the CITY OF BROOKLYN PARK, a Minnesota municipal corporation (“**Lessee**” or “**City**”).

RECITALS

A. Under the provisions contained in Minn. Stat. §§ 410.07, 412.211, and 412.221, (collectively, the “**Statutory Authority**”) and specific language contained in 2018 Minn. Law Chap. 214, Art. 1, Sec. 21, Subd. 6 (the “**G. O. Bonding Legislation**”) the State of Minnesota has allocated \$18,000,000 (the “**G. O. Grant**”) to be given to the City to acquire land for, and to predesign, design, construct, furnish and equip a statewide Second Harvest Heartland charitable food warehouse distribution and office facility in Brooklyn Park, Minnesota (the “**Facility**”).

B. Lessor is the fee owner of real property legally described on **Exhibit A** and certain Improvements located thereon (the “**Premises**”) upon which the construction of certain improvements (the “**Improvements**”) will take place to improve the existing building and complete the Facility.

C. In connection with the G. O. Bonding Legislation, and to enable Lessee to use the G. O. Grant to pay a portion of the acquisition costs as well as the costs associated with the predesign, design, construction, furnishing and equipment of the Facility, Lessee must have a qualifying interest in the Facility and the land upon which it is situated.

D. Lessor is willing to and will provide Lessee with the necessary qualifying interest by leasing the referenced facility and land to Lessee by way of this long-term ground lease, which has a term equal to at least 125% of the useful life of the Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Lessor and Lessee hereby agree as follows:

1. Demise, Term, Title and Conditions Precedent.

1.1 Demise. Lessor hereby demises and leases unto Lessee, and Lessee hereby leases from Lessor, for the consideration and upon the terms and conditions hereinafter set forth, the Premises.

Lessor and Lessee acknowledge that Lessee’s interest in the Premises under this Lease will be subject to the General Obligation Bond Proceeds Grant Agreement Construction Grant for the Second Harvest Heartland Project (the “**Grant Agreement**”) dated of even date herewith between Lessee and the State, and the Declaration dated of even date herewith by Lessee in favor of the State (the “**Declaration**”).

Lessor and Lessee acknowledge that Lessee intends to enter into a lease (“**Use Agreement**”) with Second Harvest Heartland, a Minnesota nonprofit corporation, as tenant

(the “**Use Agreement Tenant**”), for the Premises, for a term of fifteen (15) years or one hundred eighty months (180) with two (2) renewal periods.

1.2 Term. TO HAVE AND TO HOLD the Premises for a term (the “**Term**”) commencing on the date hereof (the “**Commencement Date**”) and continuing for thirty-seven and one half (37.5) years which is four hundred fifty (450) months from August 31, 2020, which is the expected completion date for the Improvements, to be adjusted to the actual completion date when known. Lessor and Lessee hereby agree, for the benefit of the State, that this Lease shall not be sooner terminated except with the prior written consent of the State and the Commissioner of Minnesota Management and Budget.

1.3 Covenant of Quiet Possession. Lessor represents, warrants and covenants that, subject to Lessor’s remedies under Article 11 due to breach of this Lease by Lessee, Lessee shall have and enjoy quiet and undisturbed possession of the Premises during the Term.

1.4 Conditions Precedent. This Lease shall not be valid or of any effect until the occurrence of each and every one of the following conditions precedent:

1.4.1 Grant Agreement. The mutual execution and delivery of the Grant Agreement between the State and the City.

1.4.2 Use Agreement. The mutual execution and delivery of the Use Agreement between Second Harvest Heartland as Use Agreement Tenant, and Lessee, as landlord, and consent in writing has been given by the Commissioner of Minnesota Management and Budget.

2. Rent. No rent is required to be paid by Lessee to Lessor for the Term of this Lease.

3. Permitted Use. Lessee may use the Premises, including the Facility for the Government Program, specifically for the construction and renovation of a statewide charitable food warehouse distribution and office facility and related uses. This limitation shall terminate upon the sale of the Lessee’s interest in the Premises under Section 13.1 of this Lease and the fulfillment of the payment obligations set forth in that section, at which time the permitted uses of the Premises shall be for any lawful business purpose, excluding any use in violation of the provisions of the Loan (unless and until the Loan is paid in full or otherwise satisfied).

4. Taxes; Other Charges. “**Taxes**” shall mean and include all ad valorem taxes and special assessments with respect to the Premises and the Improvements. Lessor and Lessee acknowledge that Lessee will require the Use Agreement Tenant to pay all Taxes related to the Premises and the Improvements as well as any and all costs related to the construction, operation, repair, replacement or maintenance of the Improvements so that there is no cost to the Lessee.

5. Insurance; Indemnity; Limitation on Liability.

5.1 Fire and Casualty Insurance. Lessor acknowledges that Lessee intends to require the Use Agreement Tenant to maintain, in full force, the insurance required under Section 25 of the Use Agreement.

5.2 Limitation on Liability. Notwithstanding anything to the contrary in this Lease (except as otherwise provided in Sections 11.3, and 13 herein), it is specifically understood and agreed by Lessor and Lessee, such agreement being a primary consideration for the execution of this Lease by Lessee, that no covenant, provision or agreement of Lessee herein, or any obligation herein imposed upon Lessee or breach thereof, shall give rise to a pecuniary liability of Lessee, its officers, employees, or agents, or a charge against Lessee's general credit or taxing powers or shall obligate Lessee, its officers, employees or agents, financially in any way. No failure of Lessee to comply with any term, condition, covenant, or agreement herein shall subject Lessee, its officers, employees, or agents, to liability for any claim for damages, costs, or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Lease or revenues therefrom. No execution on any claim, demand, cause of action, or judgment shall be levied upon or collected from the general credit, general funds, or taxing powers of Lessee. In making the agreements, provisions, and covenants set forth herein, Lessee has not obligated itself except with respect to the application of revenues under the Use Agreement as therein provided, including the obligation to request the G. O. Grant proceeds from the State and provide the G. O. Grant proceeds to Use Agreement Tenant for the construction of certain of the Improvements. If, notwithstanding the provisions of this Section, Lessee, its officers, employees, or agents, incur any expense, or suffer any losses, claims, or damages, or incur any liabilities, Lessor will indemnify, defend and hold harmless Lessee, its officers, employees, or agents, from the same and will reimburse Lessee, its officers, employees, or agents, for any legal or other expenses incurred by Lessee, its officers, employees, or agents, in relation thereto, and this covenant to indemnify, defend, hold harmless, and reimburse Lessee, its officers, employees, or agents shall survive the termination of this Lease.

6. Assignment and Subletting.

6.1 General. Except as provided in Section 13.1, Lessee may not transfer or assign this Lease or any interest in this Lease or sublet the Premises or any portion thereof without the prior written consent of Lessor and Lessor's mortgagee, Bremer Bank, National Association (the "**Lender**") (if any and if required). Notwithstanding the foregoing, Lessor consents to the Use Agreement, the Grant Agreement, the Declaration as provided in Section 1.1, and the leasehold mortgage (whether one or more) which is anticipated to be granted by the Use Agreement Tenant to Lender securing the Loan (as such term is defined in the Grant Agreement); provided, however, that only Lessee's interest in this Lease is subject to the Grant Agreement, the Declaration and the Loan, and Lessor's interest in the Premises is not subject to the Grant Agreement, the Declaration or the Loan.

7. Mortgages.

7.1 Lessor's Right to Encumber. Lessor may mortgage or otherwise encumber its estate and interest in this Lease and in the Premises, provided the State and the Commissioner of Minnesota Management and Budget have consented in advance and in writing. Any such mortgage or other encumbrance shall be, and shall expressly provide, that it is subject to and subordinate to (i) this Lease (subject to such mortgagee being entitled to receive the sums set forth in Section 13 upon a Sale as defined therein) and all

rights hereunder as this Lease may be amended, modified, or supplemented from time to time with mortgagee's consent if required by such mortgagee; and (ii) the Declaration. Upon the recordation of such a mortgage or encumbrance, Lessor shall notify Lessee of same, including the address of Lessor's mortgagee. Notwithstanding the language above, the parties acknowledge that the Facility is anticipated to be developed in part with the proceeds of a loan from Lender and the parties hereby approve the Loan and approve a mortgage (whether one or more) in favor of Lender, securing the Loan.

7.2 Lessee's Right to Encumbers. Lessee shall be permitted to mortgage or encumber its estate and interest in the Premises, so long as Lessee complies with the procedures related to Approved Debt as set forth in the Grant Agreement.

8. Lessor's Warranties. Lessor represents and warrants to, and covenants with, Lessee that:

8.1 Authority. Lessor has full right and authority to enter into this Lease and perform Lessor's obligations under this Lease as of the commencement of the term hereof and, except for the Permitted Encumbrances (as set forth on Exhibit D), has good, marketable and insurable title to the Premises in fee simple, free and clear of all restrictions, leases, tenancies, and easements.

8.2 Subdivision. Lessor shall at all times comply with all applicable laws, ordinances, rules, and regulations governing the division or platting of real property for purposes of lease, sale, or financing, so that this Lease shall constitute a lawful conveyance to Lessee of a leasehold estate in the Premises.

8.3 Condemnation; Dedication. Lessor has not received any notice, nor is it aware of any pending action to take by condemnation all or any portion of the Premises, nor has Lessor agreed or committed to dedicate any part of the Premises.

8.4 Violations. The Premises is not in material violation of any local governmental rule, ordinance, regulation, or building code, nor is there a pending or threatened investigation regarding a possible violation of any of the foregoing.

8.5 Breach of Other Agreements. The execution and delivery of this Lease by Lessor will not constitute a violation of any provisions of its articles of incorporation or by-laws, or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to the actual knowledge of the undersigned officers of Lessor, threatened, before or by any judicial body or governmental authority against or affecting it relating to the Premises, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Lease or to perform any of the terms, covenants, and conditions to be performed by Lessor under this Lease.

9. Lessee's Warranties. Lessee represents and warrants to, and covenants with, Lessor that:

9.1 Authority. Lessee has full right and authority to enter into this Lease and perform Lessee's obligations under this Lease as of the commencement of the term hereof.

9.2 Breach of Other Agreements. The execution and delivery of this Lease by Lessee will not constitute a violation of any laws of the State of Minnesota, and there are no actions, suits, or proceedings pending before or by any judicial body or governmental authority against or affecting it relating to the Premises, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Lease or to perform any of the terms, covenants and conditions to be performed by Lessee under this Lease.

10. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor and leave the Improvements (to the extent then existing) in their then as-is condition. The Improvements and any equipment, trade fixtures, and personal property remaining upon the Premises after surrender thereof, to the extent not already the property of Lessor, shall automatically become the property of Lessor from and after the expiration or termination of the Term. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation hereof, shall not work a merger with respect to any or all existing subleases or license agreements and shall operate as an assignment to it of any or all such subleases, subtenancies, or license agreements.

11. Default.

11.1 Lessee's Event of Default. It shall be an “**Event of Default**” for purposes of this Article if Lessee shall fail to perform any of the terms, covenants or conditions of this Lease to be performed by Lessee and such failure shall continue for thirty (30) days following receipt of written notice from Lessor to Lessee, specifying such failure, or, with respect to those failures which cannot with due diligence be cured within thirty (30) days, then if Lessee fails to proceed within such thirty (30) days to commence to cure the same and thereafter continues to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with reasonable diligence within thirty (30) days that the time of Lessee within which to cure the same shall be extended for such period as may be necessary to complete the same with reasonable diligence). Lender, upon and after the closing of the Loan and Lender's provision of its notice address in accordance with Section 18, and any other holder of Priority Private Debt (as defined in the Grant Agreement) shall also be provided a copy of all written notices delivered pursuant to this Section.

11.2 Lessor's Sole Remedy. If an Event of Default has occurred, Lessor's sole remedies shall be to institute an action for specific performance, and an Event of Default or Lessee's failure to comply with any order for specific performance shall not be grounds for termination of this Lease. Lessor has no right to recover damages of any kind except as described in Section 11.3 below.

11.3 Lessee's Default. Upon the occurrence of an Event of Default, then in addition to all other rights and remedies of Lessor under this Lease, Lessor may (but shall not be obligated to) cure such breach on behalf of Lessee and upon demand by Lessor, Lessee shall promptly pay to Lessor the costs and expenses of such cure.

When Lessor makes demand for payment, Lessor shall furnish Lessee an itemized statement of the costs and expenses incurred for cure. Lessor and Lessee acknowledge that Lessee is requiring that certain of its obligations under this Lease be performed by Use Agreement Tenant and that so long as Use Agreement Tenant is Second Harvest Heartland, Lessee shall not be in default of this Lease if Lessee's default is caused solely by the failure of Use Agreement Tenant to perform those certain obligations required under this Lease and the Use Agreement.

11.4 Lessor's Default. In the event that (i) Lessor fails to observe, perform or comply with any provision, term, condition, covenant, agreement or warranty required to be observed, performed or complied with by Lessor under this Lease and (ii) Lessor fails to cure such default within thirty (30) days of written notice of default from Lessee, or, with respect to those failures which cannot with due diligence be cured within thirty (30) days, then if Lessor fails to proceed within such thirty (30) days to commence to cure the same and thereafter continues to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with reasonable diligence within thirty (30) days, that the time within which to cure the same shall be extended for such period as may be necessary to complete the same with reasonable diligence), then a "**Lessor Event of Default**" shall exist under this Lease.

11.5 Lessee's Remedies. Upon the occurrence and during the continuance of a Lessor Event of Default, Lessee may commence an action in equity to compel the performance by Lessor of those actions or inactions which serve as the basis of a Lessor Event of Default or take such other actions and seek such other remedies as may be available to Lessee in law or equity, provided, however, that Lessee's damages shall be limited to actual damages incurred by Lessee and shall not include any consequential or punitive damages, and further provided, that such actual damages shall be limited to the value of Lessor's interest in the Premises, and Lessee shall not terminate the Lease.

11.6 Delay; Waiver. No delay or omission by either party to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Lease shall impair any such right or power to be construed to be a waiver thereof, except as otherwise herein provided. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

11.7 Mortgagee's Rights. In the event that Lessor shall default in the performance of any of its covenants contained in this Lease, and such Lessor Event of Default shall not be cured by Lessor within the time provided herein, Lessee shall not have the right to exercise any remedies under this Lease unless Lessee shall first give any mortgagee described in Section 7.1 above and Lender, upon and after the closing of the Loan and provision of its provision of its notice address in accordance with Section 18, (i) a notice of its intent to exercise its rights hereunder (the "**Remedies Notice**") containing a statement of all existing Defaults under this Lease, and (ii) the opportunity to cure such Default(s), as follows: mortgagee shall be entitled to cure any stated monetary default for a period of fifteen (15) days after receipt of such Remedies Notice; mortgagee shall be

entitled to cure any stated non-monetary default for a period of thirty (30) days after receipt of such Remedies Notice, provided however, that if mortgagee requires additional time to complete the curing of any such non-monetary default, then, provided mortgagee has commenced to cure such Lessor Event of Default within such 30-day period and thereafter prosecutes the same to completion with reasonable diligence, mortgagee shall be entitled to such additional time as is reasonably necessary to cure such Lessor Event of Default. Lessee shall not deliver any such Remedies Notice until the cure rights available to Lessor under this Lease have expired. If mortgagee cures all stated Lessor Events of Default in accordance with the foregoing provisions, then both the notice of default given to Lessor (with a copy to mortgagee) and the Remedies Notice shall be null and void and of no effect. Lessee agrees to accept performance of Lessor's obligations hereunder by mortgagee with the same force and effect as though observed or performed by Lessor. The parties expect that Lessor, Lessee, Use Agreement Tenant and Lender will enter into a certain Recognition, Non-Disturbance and Attornment Agreement to be dated as of the date of the closing of the Loan ("**Recognition Agreement**"). The Recognition Agreement shall govern to the extent of any conflict with this Section 11.7.

12. Ownership of Improvements. Subject to Lessee's rights under this Lease, title to all Improvements shall be owned by Lessor but to the extent that any ownership resides with the Use Agreement Tenant pursuant to the Use Agreement until the expiration of the Use Agreement or the sooner termination thereof, then upon the expiration or earlier termination of the Use Agreement for any cause, Lessor shall become the absolute owner of any and all buildings or improvements of any nature or kind on the Premises, regardless of who placed such buildings or improvements thereon, together with any and all fixtures related to any of the buildings located on the Premises, subject, however, to the provisions of Sections 22, 25 and 35 of the Use Agreement with respect to the application of insurance proceeds and condemnation awards.

13. Early Termination of Use Agreement.

13.1 Sale. In the event that (a) the Use Agreement is terminated prior to the end of the Term, (b) the Premises are subject to the Grant Agreement, the Declaration, and the G.O. Compliance Legislation, and (c) the Lessee determines by City Council action that the Premises are no longer usable or needed to carry out the Governmental Program (as defined in the Use Agreement), then, the Lessee shall sell the Lessee's interest in the Premises, on the conditions that such sale is for fair market value upon terms authorized by law and approved by the Commissioner of Minnesota Management and Budget in its reasonable discretion. For purposes of this Lease, "**fair market value**" shall mean (I) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that any and all mortgage liens or encumbrances on the property being sold, which negatively affect the value of the Premises, will be released, or (II) the price bid by a purchaser under a public bid procedure after reasonable public notice with the proviso that any and all mortgage liens or encumbrances on the Premises, which negatively affect the value of the Premises, will be released at the time of acquisition by such purchaser. The Lessee shall not sell its interest in the Premises until it has first offered to sell its interest in the Premises to Lessor, as hereinafter provided, and Lessor has elected in writing to not purchase the Lessee's interest in the Premises.

The Lessee hereby grants to Lessor a right of first option to purchase the Lessee's interest in the Premises. Upon exercise of such purchase option, Lessor shall pay to the Lessee the sums to be paid to the Commissioner of Minnesota Management and Budget in accordance with Sections 4.01 and 4.02 of the Grant Agreement (or such lesser amount permitted under Minnesota law or the Grant Agreement) determined by appraisal in accordance with subsection 13.3 herein. Upon receipt of such sums, (i) the Lessee shall promptly pay such sums to the Commissioner of Minnesota Management and Budget in full satisfaction of the Grant Agreement per the following paragraph, (ii) the Premises shall be released from the Grant Agreement and the Declaration and shall no longer be considered state bond financed property or subject to the G.O. Compliance Legislation, and (iii) this Lease shall terminate. Lessor shall have 270 days after exercise of the option to purchase to make said payment to the Lessee. Said option to purchase the Lessee's interest in the Premises shall be exercised by written notice to the Lessee within thirty (30) days after receipt of written notice by the Lessee to Lessor of the Lessee's intent to sell its interest in the Premises.

In the event of a sale of the Lessee's interest in the Premises (a "**Sale**") to Lessor or a third party, after deducting the Lessee's reasonable and customary costs incurred in such Sale, the net proceeds of such Sale must be applied as follows: (i) first, to pay to the Commissioner of Minnesota Management and Budget the amount of G. O. Grant proceeds actually disbursed and used to better the Premises in accordance with the Grant Agreement, less any payments that have been made pursuant to Section 2.08.B of the Grant Agreement; (ii) second, to pay in full any Approved Debt incurred by the Lessee to acquire or better the Premises; (iii) third, to pay to Lessor and Use Agreement Tenant (provided Use Agreement Tenant is Second Harvest Heartland, otherwise to Lessor) the value of the City's interest in the Premises; (iv) fourth, to pay Lessor, Use Agreement Tenant (provided Use Agreement Tenant is Second Harvest Heartland, otherwise to Lessor) and any other interested public or private entities holding Priority Private Debt, other than such entity that has already received the full amount of its contribution, the amount of money contributed initially and subsequently by each to the acquisition or betterment of the Premises; and (v) fifth, any excess over those amounts must be divided in proportion to the shares contributed initially as set forth in **Exhibit B** and subsequently to acquisition and betterment of the Premises, other than any public and private lenders already paid in full, and the City's share shall be paid to Lessor. **Exhibit B** and subsection (iv) in the preceding sentence shall be adjusted to include the amount of money contributions made by Lessor or Use Agreement Tenant subsequently to acquire any additional real estate interest that is included in this Lease, and to pay for capital improvements to the Premises or the Improvements. Upon receipt of such sums, the Premises shall be released from the Grant Agreement and the Declaration and shall no longer be considered bond financed property or subject to the G.O. Compliance Legislation. Nothing in this or any other agreement shall be construed as requiring the Lessee to sell its interest in the Premises.

To the extent, but only to the extent, disposition of the sale proceeds is not controlled by the G.O. Compliance Legislation, the proceeds of the sale will be shared by Lessor and Lessee in accordance with the percentages set forth on **Exhibit C**; provided that all public and private indebtedness incurred to acquire or better the Lessee's interest and the Lessor's interest in the Premises shall first be paid in full.

13.2 Payment of Lessor's Investment. In the event that (a) the Use Agreement is terminated prior to the end of the Term or is not renewed pursuant to Section 4 of the Use Agreement, (b) the Premises are subject to the Grant Agreement, the Declaration and G.O. Compliance Legislation, and (c) the Lessee has determined to continue to carry out the Governmental Program in the Premises, then, at the time of the termination or nonrenewal, the Lessee shall reimburse Lessor and Use Agreement Tenant for their investment in the Premises (which investment is the amount of money or like-kind contributions contributed initially and subsequently to the acquisition and betterment of the Premises by Lessor and Use Agreement Tenant) and this Lease and Lessor's interest therein shall continue in full force and effect. The sums to be paid by the Lessee to Lessor and the Use Agreement Tenant for reimbursement of their investment in the Premises shall be due and payable on the termination or expiration date of the Use Agreement, except those sums which cannot be determined as of such date shall be due and payable upon determination and shall earn interest from and after the date until paid in full at the rate of two percent (2%) over the prime rate announced from time to time by U.S. Bank National Association. All sums to be paid by Lessee to Lessor and Use Agreement Tenant under this Section 13.2 shall be due and payable at the time of the Lessee's election to purchase the interest of the Lessor in the Premises and shall be approved by the Commissioner of Minnesota Management and Budget. The parties agree that the projected amount of investment by or on behalf of Lessor, as of the date of entry into this Lease, is agreed to be as provided on **Exhibit C** (with the Priority Private Debt either paid as debt or considered to be part of the investment of Use Agreement Tenant, as shown thereon).

13.3 Payment Based on Appraisal. Fair market value for the purposes of this Lease shall be established by an appraisal prepared by an MAI or comparable certified appraiser selected by the Lessee in its commercially reasonable discretion, subject to Lessor's reasonable approval. The cost of any appraisal under this subsection will be paid by Lessor.

13.4 Sale Costs. In the event of a sale of Lessee's interest in the Premises pursuant to subsection 13.1, Lessor shall pay for the reasonable and customary costs incurred by Lessee in such Sale that are not allowed by the State to be deducted first from the gross proceeds from such Sale (by way of example to the extent not allowed by the State, Lessee's costs for interim property management, relocation, appraisal, marketing, staff administration, legal fees, survey, and title work). Lessor shall be responsible for payment of any outstanding debt incurred by Lessor to acquire or better Lessee's interest in the Premises that is not paid in accordance with subsection 13.1, and Lessee shall not be responsible for such payment unless such outstanding debt is incurred by Lessee.

14. Purchase Option by Lessee. In the event that (a) the Use Agreement is terminated prior to the end of the Term or is not renewed pursuant to Section 4 of the Use Agreement, (b) the Premises are subject to the Grant Agreement, the Declaration and G.O. Compliance Legislation, and (c) the Lessee has determined to continue to carry out the Governmental Program (as defined in the Use Agreement) in the Premises, then, the Lessee may elect to purchase the interest of the Lessor in the Premises and upon such election, shall pay Lessor the fair market value of the Premises determined by appraisal, less payments made to Lessor for its investment in the Premises as provided in subsection 13.1, and shall pay Use Agreement Tenant damages incurred as a result of

the termination or nonrenewal of the Use Agreement, which damages include but are not limited to harm to the going concern value of Use Agreement Tenant's business in the Premises and all additional losses suffered and expenses incurred by Use Agreement Tenant arising out of the failure to operate its business in the Premises from the date of termination or expiration of the Use Agreement until Use Agreement Tenant commences its business in a substitute facility of equivalent quality. All such sums to be paid by Lessee to Lessor and Use Agreement Tenant shall be due and payable at the time of Lessee's election to purchase the interest of the Lessor in the Premises. In the event of an election to purchase Lessor's interest in the Premises and payment of sums required herein, Lessor hereby agrees that upon receipt of sums due to it and to the Use Agreement Tenant as provided herein, it will convey its fee estate in the Premises and its interest in this Lease to Lessee or to the purchaser of Lessee's interest in this Lease, subject to such encumbrances and liens as are then existing (other than mortgage liens and encumbrances that can be removed by the mere payment of money) and Lessor shall be released from this Lease.

15. Condemnation.

15.1 Total Taking. In the event of a condemnation of all or substantially all of the Premises, this Lease shall terminate as of the date of such taking, and all proceeds shall be payable in the same manner as if the Premises were sold pursuant to Article 13 hereof.

15.2 Termination on Partial Taking. In the event of a condemnation of less than all of the Premises and the Use Agreement is terminated and treated as a Sale in accordance with Article 36 thereof, then this Lease shall also be terminated and such partial condemnation shall be treated as a Sale, in which event the proceeds of the condemnation shall be applied pursuant to Article 13 hereof.

15.3 Partial Taking. In the event of a condemnation of a part of the Premises for which the Use Agreement is not terminated in accordance with its provisions, this Lease shall continue in full force as to the part of the Premises not thus taken, and the condemnation award for the Premises will be applied by Lessor in accordance with the provisions of Articles 17 and 36 of the Use Agreement.

16. Ground Lease for State Bond Financed Property. The City, as Lessee, is leasing the Premises to be improved with state bond proceeds. The parties acknowledge that this Lease is for a Term equal to 125 percent of the useful life of the Improvements. The expiration of this Lease upon the end of the Term does not require that the State be repaid the G. O. Grant proceeds or that the Premises be sold. Upon the expiration of the Term the Premises will no longer be state bond financed property and no longer subject to the Grant Agreement, the Declaration, and G.O. Compliance Legislation, and the State shall execute and record a release of the Declaration.

17. Alterations; Maintenance of Improvements. Lessee shall not make any alterations, improvements, and changes to any building or improvement which may from time to time be on the Premises without the prior written consent of Lessor, which Lessor may withhold in its sole and arbitrary discretion. Lessee shall, throughout the term of this Lease, at its own cost and without any expense to Lessor, keep and maintain the Premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, including public and private sidewalks located thereon and adjacent thereto, in good, sanitary, lawful, and neat order,

19. Amendment, Modification and Waiver. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the State and the Commissioner of Minnesota Management and Budget, 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.

20. Short-Form Recordable Lease. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this Lease, setting forth a description of the Premises, the Term of this Lease, and any other portions hereof, excepting the rent provisions, as either party may request.

21. Estoppel Certificates. In addition to any other information which may be reasonably requested, either party shall without charge at any time and from time to time hereafter, within ten (10) days after written request from the other party hereto, certify by written instrument duly executed and acknowledged to any person, firm, or corporation specified in such request:

- a. Whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
- b. The validity and force and effect of this Lease, in accordance with its tenor as then constituted;
- c. The existence of any default known under this Lease;
- d. The existence of any offsets, counterclaims, or defenses thereto known by such other party; and
- e. The commencement and expiration dates of the Term of this Lease.

Any such certificate may be relied on by the party who requested it and any other person, firm, or corporation to whom it may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing it.

22. Grant Agreement Prevails. Whenever there shall exist a conflict between the provisions of this Lease and the Grant Agreement, the Grant Agreement shall prevail. Lessee shall not amend or otherwise modify the Grant Agreement without the prior written consent of Lessor.

23. Miscellaneous. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

Time is declared to be of the essence of this Lease. Except as expressly set forth herein, no third party beneficiary rights are created by this Lease. The Article headings contained in this Lease are for purposes of reference only and shall not limit or define the meaning of any of the terms of provisions hereof. All approvals required hereunder shall also be in writing. This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota. Whenever, in this Lease, anything is to be done or performed by Lessee or Lessor, unless otherwise expressly

provided to the contrary, it shall be done or performed at the sole cost and expense of Lessee or Lessor as the case may be. Any prevention, delay or stoppage due to strikes, labor disputes, acts of God, inability to obtain labor or materials, governmental restrictions, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations of either Lessor or Lessee with regard to the payment of monies. Except as otherwise expressly provided herein, any consent or approval required in this Lease may not be unreasonably withheld or delayed. Unless provision is made for a specific time period, consent or approval shall be given or withheld within thirty (30) days of the request for such consent or approval. If a disapproval is not given within the required time period, the requested party shall be deemed to have given its approval. The Recitals hereto are incorporated into this Lease as if fully set forth herein.

24. WAIVER OF CERTAIN DAMAGES. IN CONSIDERATION OF ENTERING INTO THIS LEASE, LESSOR AND LESSEE HEREBY WAIVE AND FOREVER GIVE UP ANY RIGHT TO CLAIM OR RECOVER CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, OR DAMAGES FOR LOST INCOME OR PROFITS AS A RESULT OF ANY BREACH OF THIS LEASE OR ANY DOCUMENTS OR AGREEMENTS REFERRED TO. THE AGREEMENTS AND WAIVERS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

[The remainder of this page is intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease the day and year first above written.

Lessor's address:

Second Harvest Heartland
7101 Winnetka Avenue North
Brooklyn Park, MN 55428

LESSOR:

Second Harvest Heartland, a Minnesota
nonprofit corporation

By: _____
Name: _____
Title: _____

Lessee's address:

City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, Minnesota 55443

LESSEE:

CITY OF BROOKLYN PARK

By: _____
Its Mayor

And by _____
Its City Clerk

EXHIBIT A

Legal Description of the Premises

EXHIBIT B

Initial Contributions

EXHIBIT C

Projected Investment

Exhibit D

Permitted Encumbrances

- (1) Real estate taxes and installments of special assessments not currently due and payable.
- (2) Ground Lease dated as of _____, 201_, by and between Second Harvest Heartland, a Minnesota nonprofit corporation, as lessor, and the City of Brooklyn Park, a Minnesota municipal corporation, as lessee, as evidenced by Short Form Ground Lease dated as of _____, 201_, recorded _____, 201_, as Document No. _____.
- (3) Lease/Use Agreement dated as of _____, 201_, by and between the City of Brooklyn Park, a Minnesota municipal corporation, as landlord, and Second Harvest Heartland LLC, a Minnesota nonprofit limited liability company, as tenant, as evidenced by Short Form Lease/Use Agreement dated as of _____, 201_, recorded _____, 201_, as Document No. _____.
- (4) Declaration by the City of Brooklyn Park dated _____, 2018, recorded _____, 2018 as Document No. _____
- (5) Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement or similar agreement (whether one or more) by Second Harvest Heartland LLC, a Minnesota nonprofit limited liability company, in favor of Bremer Bank, which is anticipated in accordance with Section 7 of this Lease, and which will be recorded in the real estate records.
- (6) Recognition, Non-Disturbance and Attornment Agreement (whether one or more) among Second Harvest Heartland LLC, a Minnesota nonprofit limited liability company, Bremer Bank, and the City of Brooklyn Park, a Minnesota municipal corporation, which is anticipated in accordance with Section 7 of this Lease, and which will be recorded in the real estate records.
- (7) Those matters listed in the title insurance policy issued to Tenant by First American Title Insurance Company.

Master Disbursing Agreement
Second Harvest Facility

MASTER DISBURSING AGREEMENT

THIS MASTER DISBURSING AGREEMENT shall have an effective date of the ___ day of _____, 2018 (this “**Agreement**”), and is made and entered into by and among **SECOND HARVEST HEARTLAND**, a Minnesota nonprofit corporation with its offices at 7101 Winnetka Avenue North, Brooklyn Park, Minnesota 55428 (“**Borrower**”), **BREMER BANK NATIONAL ASSOCIATION**, a national banking association, with its offices at 225 South Sixth Street, Suite 200, Minneapolis, Minnesota 55402 (“**Bremer**”), the **CITY OF BROOKLYN PARK, MINNESOTA**, a public body corporate and politic of the State of Minnesota, with its offices at 5200 85th Avenue North, Brooklyn Park, Minnesota 55443 (“**City**”) and **FIRST AMERICAN TITLE INSURANCE COMPANY**, with its offices at 121 South Eighth Street, Suite 1250, Minneapolis, Minnesota 55402 (the “**Disbursing Agent**”).

WITNESSETH:

WHEREAS, the State of Minnesota has allocated \$18,000,000 (the “**Grant**”) to be given to the City for purposes of acquiring land for, and for the predesign, design, construction, furnishing and equipping a statewide Second Harvest Heartland charitable food warehouse distribution and office facility in Brooklyn Park, Minnesota (the “**SHH Facility**”) on property that is owned by the Borrower (the “**SHH Property**”);

WHEREAS, the State of Minnesota and the City are parties to that certain General Obligation Bond Proceeds Grant Agreement dated _____, 2018 (the “**Grant Agreement**”);

WHEREAS, Borrower and City have entered into that certain Ground Lease dated as of _____, 2018 (the “**Ground Lease**”), pursuant to which City has been granted a qualifying interest in the SHH Property as required by the Grant Agreement; and

WHEREAS, City and Borrower have also entered into that certain Lease / Use Agreement dated as of _____, 2018 (the “**Lease/Use Agreement**,” and together with the Grant Agreement and the documents related thereto, the “**Grant Documents**”), pursuant to which Borrower has the right, and the obligation, to construct and operate the SHH Facility pursuant to the terms of the Grant Agreement; and

WHEREAS, Borrower has also obtained loans from Bremer ~~in the aggregate principal amount of up to \$4,000,000~~ (collectively, the “**Bremer Loan**” and, together with proceeds of the Grant, the “**Funds**”), the proceeds of which have been or may be used for the SHH Facility and related matters; and

WHEREAS, the Bremer Loan is evidenced by loan documents by and between Borrower and Bremer (collectively, the “**Bremer Loan Documents**”); and

WHEREAS, Borrower, Bremer, the City and the Disbursing Agent desire to enter into this Agreement to govern the disbursement of the Funds.

NOW, THEREFORE, the parties hereto agree as follows:

Master Disbursing Agreement
Second Harvest Facility

1. Definitions. For the purposes of this Agreement, the definitions set forth above shall be incorporated into this Section 1 by reference. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Grant Documents and the Bremer Loan Documents.

2. Deposits with Disbursing Agent. At the request of Borrower and upon compliance by Borrower with the terms of the Grant Documents or the Bremer Loan Documents, as the case may be, the City or Bremer or the Borrower will deposit with Disbursing Agent from time to time undisbursed proceeds of the Grant and the Bremer Loan in amounts to be determined by City or Bremer in accordance with the provisions of the Grant Documents or the Bremer Loan Documents, as the case may be. Disbursing Agent acknowledges receipt of executed copies of the Grant Agreement and the Loan Agreement.

3. Draw Requests; Disbursement of Funds. When Borrower desires the disbursement of any or all of the proceeds of any of the Funds, it will submit a draw request to the Disbursing Agent, the City, DEED and Bremer in the form of the attached Exhibit A, together with (if applicable) affidavits and waivers of lien and certificates from any contractors as required by the Grant Documents or the Bremer Loan Documents (the “Draw Request”), at least seven (7) days prior to the date on which the requested disbursement is to be made (“Advance Date”) and, for purposes of the Grant Documents, on or between the 1st day and the 15th day of the month in which the Advance is to be made. On each Advance Date, if all the terms and conditions of the Grant Documents and the Bremer Loan Documents and this Agreement have been complied with by Borrower, then the City and/or Bremer, as the case may be, shall advance to the Disbursing Agent the principal amount of the requested advance. Disbursing Agent shall, as promptly as possible thereafter, if all of the conditions of this Agreement have been complied with in a manner satisfactory to Disbursing Agent, disburse the proceeds so received from the City and/or Bremer by delivering to the Borrower (or at the request of the Borrower directly to its vendors) by wire transfer the amounts set forth in such Draw Request. The Disbursing Agent shall not disburse any Funds without first receiving a Draw Request approved by the entity whose Funds are to be disbursed, and upon receipt of an approved Draw Request, the Disbursing Agent shall disburse the applicable Funds in accordance with the provisions contained in the following documents:

Source of Funds to be Disbursed	Entity Supplying the Funds	Disbursement Document
Grant	City/State Entity	Grant Agreement
Bremer Loan	Bremer	Loan Agreement

Notwithstanding anything to the contrary contained herein, the Borrower, Bremer and the Disbursing Agent acknowledge and agree that the City is only obligated to reimburse the Borrower for the City’s pro-rata portion of the costs identified in each Draw Request and only in the amount of the Grant proceeds funded by the State with respect to such Draw Request.

4. Books and Records. Disbursing Agent will keep and maintain, at all times, full, true and accurate books and records, in sufficient detail to reflect the disbursements made by it hereunder. Borrower, City and Bremer may, during normal business hours, examine all books

Master Disbursing Agreement
Second Harvest Facility

and records of Disbursing Agent pertaining to the disbursements made by Disbursing Agent hereunder and make extracts therefrom and copies thereof. The parties acknowledge that Disbursing Agent shall not be responsible for creating, furnishing or reporting any IRS 1099 notices or filings for any payments it disburses under this Agreement for the parties.

5. Disbursing and Escrow Charges. Borrower shall pay all title insurance and escrow charges as they are determined.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Recitals Provisions are incorporated herein by this reference.

7. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Master Disbursing Agreement on the date indicated immediately below their signatures.

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Master Disbursing Agreement
Second Harvest Facility

CITY:

CITY OF BROOKLYN PARK, a municipal
corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Master Disbursing Agreement
Second Harvest Facility

BREMER:

BREMER BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____
Name: _____
Its: _____

Master Disbursing Agreement
Second Harvest Facility

BORROWER:

SECOND HARVEST HEARTLAND, a
Minnesota non-profit corporation

By: _____
Name: _____
Its: _____

Master Disbursing Agreement
Second Harvest Facility

DISBURSING AGENT:

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____
Name: _____
Its: _____

Master Disbursing Agreement
Second Harvest Facility

EXHIBIT A

FORM OF DRAW REQUEST

Document comparison by Workshare 9.5 on Tuesday, December 18, 2018
11:46:19 AM

Input:	
Document 1 ID	interwovenSite://WVIMAN/IMANAGE/16361026/5
Description	#16361026v5<IMANAGE> - Master Disbursement Agreement (SHH)
Document 2 ID	interwovenSite://WVIMAN/IMANAGE/16361026/6
Description	#16361026v6<IMANAGE> - Master Disbursement Agreement (SHH)
Rendering set	WW Default

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	4
Deletions	2
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	6

LEASE / USE AGREEMENT

by and between

City of Brooklyn Park, as landlord

and

Second Harvest Heartland, as tenant

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LEASE / USE AGREEMENT
Second Harvest Heartland

THIS LEASE/USE AGREEMENT (this “Lease”) is entered into this ____ day of _____, 2019, between the CITY OF BROOKLYN PARK, a Minnesota municipal corporation (“Landlord” or “City”), and SECOND HARVEST HEARTLAND, a Minnesota non-profit limited liability company (“Tenant”).

RECITALS

A. Under the City Charter of the City, the provisions contained in Minn. Stat. §§ 410.07, 412.211, and 412.221, (collectively, the “Statutory Authority”), and specific language contained in Chap. 214, Art. 1, Sec. 21, Subd. 6 (the “G. O. Bonding Legislation”) the State of Minnesota has allocated \$18,000,000 (the “G. O. Grant”) to be given to the City to acquire land for, and to predesign, design, construct, furnish and equip a statewide Second Harvest Heartland charitable food warehouse distribution and office facility in Brooklyn Park, Minnesota (the “Facility”) and the parties are executing this Lease in order to carry out the intent of the G. O. Grant.

B. Second Harvest Heartland, a Minnesota nonprofit corporation, is the fee owner of the Facility (and in such role is referred to herein as “Ground Landlord”) and the real property upon which it is situated, which is hereinafter defined as the “Premises”.

C. In connection with the G. O. Bonding Legislation, and to enable Tenant to use the G. O. Grant to pay a portion of the acquisition costs as well as the costs associated with the predesign, design, construction, furnishing and equipment of the Facility, Landlord must have a qualifying interest in the Facility and the land upon which it is situated. Ground Landlord is providing Landlord with the necessary qualifying interest by leasing the referenced facility and land to Landlord by way of a long-term ground lease with a term equal to at least 125% of the useful life of the Facility.

D. Tenant has extensive expertise in the operation and management of food warehouse distribution facilities. Accordingly, Landlord wishes to lease the Facility to Tenant for the purpose of performing such activities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. PURPOSE. Landlord believes that it serves the public interest of the City to promote charitable food warehouse distribution and related services and to provide for an improved facility for such purpose in the City of Brooklyn Park. Landlord believes that the Facility furthers that public purpose, and that the Facility in the City is an important resource benefiting people throughout the State of Minnesota. The governmental program authorized by the G. O. Bonding Legislation is a charitable food warehouse distribution and office facility and related uses of the Facility (the “State Program”), all of which shall achieve Landlord’s goal of preventing and decreasing hunger for Minnesota families.

This Lease is being entered into in accordance with the provisions of the G. O. Bonding Legislation, Minnesota Statute Section 16A.695, and rules, regulations, and orders issued pursuant

thereto in order to carry out this public purpose and it is the intent of the parties that Tenant shall implement the goals of Landlord in serving the public purpose as herein provided.

2. DEMISE AND DESCRIPTION OF PREMISES. In consideration of the rents, mutual promises, and covenants contained herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain parcels of real property legally described on **Exhibit A** attached hereto, together with all existing improvements and improvements to be constructed thereon (the “**Premises**”), all located in the City of Brooklyn Park, Minnesota. The Premises are leased to Tenant on an AS-IS basis and Tenant acknowledges that Landlord has made no representations or warranties as to the condition, quality, buildability, or suitability for development of the Premises.

Tenant acknowledges that Landlord’s interest in the Premises will be subject to the Grant Agreement and Declaration described in Section 3 hereof, and acknowledges that its rights in the Premises are subject thereto.

3. GRANT AGREEMENT. Landlord and Tenant acknowledge that the costs of design and construction of the Improvements (as defined in Section 20 of this Lease and described on the attached **Exhibit B**) on the Premises will be funded, in part, through the proceeds of a state grant in the amount of \$18,000,000 (“**G. O. Grant**”) from the State of Minnesota (the “**State**”) made to Landlord pursuant to the terms of a General Obligation Bond Proceeds Grant Agreement End Grant for the Second Harvest Heartland Project (the “**Grant Agreement**”), a copy of which is attached hereto as **Exhibit C**. The following capitalized terms: “**Commissioner of MMB,**” “**G.O. Bonds,**” “**G.O. Compliance Legislation,**” “**Declaration,**” “**Commissioner’s Order,**” “**State Program**” and “**G. O. Grant**” shall have the meanings assigned thereto in the Grant Agreement. All capitalized terms that are not defined in this Lease shall have the meaning ascribed to those terms, to the extent provided in this Section 3, in the Grant Agreement.

Landlord agrees to comply with all terms and conditions of the Grant Agreement and Tenant agrees to cooperate fully with Landlord in so complying. Landlord and Tenant further agree that in the event that Landlord fails to comply with any provision in the Grant Agreement then, if Landlord fails to cure such failure within ten (10) days of Landlord’s receipt of Tenant’s written demand or the State’s notice of default, Tenant shall have the right to take whatever action may be necessary to cure such default.

This Lease requires Tenant to comply with the Grant Agreement and to fulfill certain obligations as set forth herein. Landlord shall not agree to any amendment, modification or waiver of any condition, provision or term of the Grant Agreement unless the same is first approved, in writing, by Tenant. Landlord agrees that it will provide Tenant with copies of all notices that are provided to Landlord as the “Public Entity” under the Grant Agreement in accordance with Section 19 hereof.

4. TERM. The initial term of this Lease shall be for fifteen (15) years which equals one hundred eighty (180) months (the “**Term**”), commencing on the commencement date of that certain Ground Lease by and between Tenant, as ground lessor, and Landlord, as ground lessee (the “**Commencement Date**”), and ending one hundred eighty (180) months later (the “**Expiration Date**”) unless sooner terminated as hereinafter provided. Notwithstanding the

foregoing, upon completion of construction of the Improvements Landlord and Tenant agree promptly to memorialize the Commencement Date and Expiration Date. This Term is acknowledged to be less than 50% of the useful life of the Premises.

Subject to the conditions set forth below, Tenant shall have the option to renew this Lease for two successive periods (each, a “**Renewal Term**”), the first of which shall be one hundred eighty (180) months and the second of which shall be the lesser of ninety (90) months and the remaining term of the Ground Lease (as defined in Section 12 of this Lease), subject to and on all of the terms and conditions contained herein, including but not limited to the condition that Tenant is complying with Landlord’s purpose as set forth in Section 1 above. Each renewal shall be confirmed by Tenant by giving a written notice of renewal to Landlord at least six (6) months prior to the renewal year. As a condition precedent to such renewal, the Landlord shall have determined by action of the City Council of the City of Brooklyn Park (“**City Council**”) within three (3) months of receipt of said notice from Tenant that Tenant has demonstrated that such renewal continues to carry out the State Program and that Tenant is suited and able to perform the functions contained in this Lease and upon such demonstration the City shall act in good faith to renew this Lease. In no event shall Tenant be entitled to renew the term hereof even though such confirmation notice is timely given, if (a) the Lease has been terminated, or (b) an Event of Default has occurred and is continuing as of the date of the expiration of the initial term hereof or the renewal term. Tenant’s right to the second renewal term is conditioned upon the term of this Lease having been extended by the previous renewal term. Notwithstanding anything to the contrary contained herein, and subject to the terms of Section 17 hereof, Landlord is not required to renew this Lease with Tenant, and may at that time, in its sole option and discretion (i) decide to self-operate the State Program in the Premises, (ii) contract with some other entity to operate the State Program in the Premises, or (iii) determine that the Premises is no longer needed or useful for the operation of the State Program and sell its interest in the Premises.

5. STATUTORY TERMINATION.

a. Notwithstanding any other provisions of this Lease to the contrary, if the State Program is terminated or changed in response to changes in state law in such a manner as to cause this Lease and the operation of the Facility to be inconsistent with the changed State Program, then this Lease shall be terminated by 485 days written notice to Tenant, provided however that Landlord agrees that it will not terminate or change the State Program unless required to do so by applicable State law. Any termination must be approved by the City Council, and provided further that any termination pursuant to this Section 5 will be deemed automatically rescinded and of no force or effect if within said 485 day period (i) the State law requiring the State Program to be terminated or changed is repealed or modified in such a manner as to permit the State Program to continue in a form that does not cause this Lease and operation of the Facility on the Premises to be inconsistent therewith, or (ii) Tenant conforms its operation of the Premises to the changed State Program.

b. Notwithstanding any other provisions of this Lease to the contrary, if the State law that provides the statutory authority under which Landlord is operating the State Program is repealed or modified in a manner that would prevent Landlord from operating the State Program (“**Repealing or Modifying Law**”), then Landlord and Tenant shall cease

the operation of the Facility 485 days after written notice described in Section 5(a) above (“**Termination Date**”), if such written notice is given by Landlord and not rescinded. Either Landlord’s or Tenant’s failure to cease operation of the Facility on the Termination Date shall be an immediate Default under this Lease without the requirement of notice of such failure and without any cure period; provided, however, if the Repealing or Modifying Law is repealed or modified in such a manner as to reinstate Landlord’s statutory authority to operate the State Program, then Landlord and Tenant shall no longer be required to cease operation of the State Program.

c. The parties agree to cooperate in good faith attempt to obtain State legislation that permits the State Program and this Lease to continue.

6. RENT; FEES.

a. No Rent. No rent is required to be paid to Landlord by Tenant for the initial Term or any Renewal Term provided, however, that anything else contained herein or elsewhere notwithstanding, it is the intention of the parties that this Lease is a complete “**net**” lease and that all costs and expenses, of any nature or kind whatsoever, attributable to the Premises or Tenant’s use thereof during the Term or any Renewal Term, including but not limited to the construction, maintenance, insurance, repair or replacement of the Improvements as well as the operation of the State Program, shall be the sole responsibility of Tenant, and Landlord shall not have any liability therefor, provided that damage to persons or property shall be governed by Section 24 hereof.

b. Administrative Fee. Notwithstanding the lack of rent, Tenant agrees to pay Landlord an administrative fee in connection with the bond funding that is being used equal to: (i) one-half percent (\$0.005) of the G.O. Bonds, payable on the date that Tenant receives the first proceeds of the G.O. Bonds; and (ii) on the first (1st) anniversary of this date and each anniversary (each, an “**Anniversary Date**”) thereafter while the G.O. Bonds are outstanding, an amount equal to one-tenth percent (\$0.001) of the average amount of the outstanding principal amount of the G.O. Bonds during the previous twelve months (the “**Annual Administrative Fee**”). If the G.O. Bonds are prepaid and refunded in advance of its maturity on a date other than the Anniversary Date, the next scheduled Annual Administrative Fee with respect to the G.O. Bonds shall be prorated and due to the Landlord on the date of prepayment and refunding. In addition to any other payments required hereunder, the Tenant shall pay the Landlord in immediately available funds on the due date thereof (or, if there is no due date with respect to such payment, then upon demand of the Landlord): (i) all reasonable expenses paid or incurred by the Landlord in connection with the transactions contemplated by the administration of the G.O. Bonds and/or this Lease, including any legal, accounting, financial, or other costs paid or incurred by the Landlord. Tenant shall deposit an initial \$10,000 escrow for this purpose upon the full execution of this Agreement.

7. PAYMENT OF ASSESSMENTS.

a. Taxes as Additional Rental. Tenant shall pay and discharge as they become due, promptly and before delinquency, all real estate taxes, general and special assessments

and license fees of every kind, including all governmental charges which are levied, assessed, charged, or imposed or which may become a lien or charge on or against the Premises or any part thereof, the leasehold of Tenant herein, any building or buildings, or any other improvements during the entire Term, including any Renewal Term, excepting only those taxes hereinafter specifically excepted in subsection (c) (collectively, “Taxes”). Tenant’s payment of Taxes shall be considered “**Additional Rent**”).

b. Assessments Affecting Improvements. Without limiting Tenant’s obligations set forth in subsection (a) above, Tenant agrees to pay shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements provided, however, that Tenant shall have the right to pay such assessment over the longest period of time allowed by the assessing authority, it being understood that Tenant shall only be obligated to pay such assessments during Tenant’s occupancy of the Premises.

c. Contesting Taxes. Tenant shall have the right to contest the validity or amount of any imposed Taxes and, if permitted by the taxing authority, defer payment of such Taxes until final determination of the contest provided, however, that Tenant shall provide written notice to Landlord of Tenant’s election to contest the Taxes and then diligently pursue such contest to completion.

d. Rebates. All rebates that are received as a result of Tenant’s protest of Taxes shall belong to Tenant, and Landlord will, upon request, execute any documentation that may be necessary to allow Tenant to receive such payments.

e. Landlord’s Right to Pay Taxes on Behalf of Tenant. In the event Tenant shall fail to pay Taxes before delinquency, Landlord may, but shall not be obligated to, pay any such taxes or assessments and charge it, plus interest on such amount at a rate of 5% per annum from the date paid by Landlord, as Rent immediately due and payable, subject, however, to subsection (d) above.

f. Receipts. Tenant shall, upon request of Landlord, obtain and deliver evidence of the payment of any Taxes required to be paid.

g. Acknowledgement. Tenant acknowledges that Landlord has made no representations or warranties of any kind with respect to the amount of any real estate taxes, special assessments, or other charges which may be levied against the Premises throughout the Term or any Renewal Term of this Lease. Landlord agrees to cooperate with Tenant in the taking of any reasonable action determined by Tenant to be necessary to obtain or maintain tax exempt status for Tenant’s use of the Premises.

8. PAYMENT OF UTILITIES. As Additional Rent, Tenant shall pay for all water, gas, heat, light, power, telecommunications, and all other utilities of every kind furnished to the Premises throughout the term hereof, and Landlord shall have no responsibility of any kind for any thereof.

9. REPORTING AND PROGRAM OVERSIGHT.

a. General Documentation. Tenant shall promptly submit to the City, upon written request, any such documentation, information and reports as are needed by the City to fulfill its reporting requirements under the Grant Agreement.

b. Initial Report. Upon execution of this Lease, Tenant shall provide Landlord with an initial program evaluation report to show, among other things, anticipated revenue and expenses.

c. Annual Reporting. On an annual basis, not later than the date necessary for the City to fulfill its reporting requirements under the Grant Agreement, Tenant shall submit to the City the following information (the “**Annual Report**”):

A) A report of major activities at the Facility for the current fiscal year of Tenant, and a description of how the major activities meet the elements of the State Program.

B) Tenant’s annual budget including revenues and expenses and major improvements or repairs to the Facility for the current fiscal year that show that forecast revenues (from all sources) will be equal to or exceed forecast program expenses.

C) Tenant’s projected budgets for funding operations of the Facility for the next three (3) fiscal years that show that forecast revenues (from all sources) will be equal to or greater than forecast program expenses.

d. City Review of Annual Report. Within forty-five (45) days following its receipt of the Annual report, the City shall approve the Annual Report (including the budget contained therein) upon the City’s findings that Tenant is carrying out the Governmental Program and the revenues (from all sources) equal or exceed the program expenses. The City shall submit any information required to the MMB Commissioner.

10. TENANT REPRESENTATIONS, WARRANTIES AND COVENANTS. Tenant covenants with and warrants and represents to Landlord as follows:

a. Authority. Tenant has legal authority to enter into, execute, and deliver this Lease, and that it has taken all corporate and other actions necessary and incident to its execution and delivery of such documents.

b. Compliance. Tenant will comply with all of the terms, conditions, covenants, requirements, and/or warranties in this Lease, at all times during the term hereof.

c. Construction of Improvements. Tenant will construct the Improvements and operate the Facility in compliance with the Grant Agreement, the G.O. Compliance Legislation, and the Commissioner’s Order. Subject to Unavoidable Delays (as defined in Section 20), by no later than the Completion Date, the Improvements will be substantially

completed in such a manner as will allow the Facility to be operated in the manner specified in Section 1 of this Lease. The construction of the Improvements will be performed in material compliance with all applicable laws, statutes, rules, ordinances, and regulations, including but not limited to building code, disability, access, zoning, air quality, pollution control, recyclable materials, and prevailing wage requirements as issued by any federal, state, or local political subdivisions having jurisdiction over the Premises.

d. Accuracy of Statements. To Tenant's knowledge, all of the information previously submitted to Landlord, the State, or the Commissioner of MMB, or to be submitted to Landlord, the State, or the Commissioner of MMB in the future, relating to this Lease or the G. O. Grant given to Landlord or the disbursement of any of the proceeds of the Lease or G. O. Grant, is and will be true, complete and correct by Tenant in all material respects.

e. No Violation. The execution and delivery of this Lease by Tenant will not constitute a violation of any provisions of its Articles of Incorporation or Bylaws, or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to the actual knowledge of the undersigned officers of Tenant, threatened, before or by any judicial body or governmental authority against or affecting it relating to the Premises, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Lease, or to perform any of the acts required of it in this Lease.

f. No Breach. Neither the execution or delivery of this Lease, nor compliance with any of the terms, conditions, requirements, or provisions contained herein, is prevented by, is a breach of, or will result in a breach of any term, condition, or provision of any agreement or document to which it is now a party, or by which it, or any of its properties, is bound.

g. Permits. All applicable licenses, permits, and bonds required for the construction of the Improvements have been or shall be obtained.

h. Ongoing Certification. Tenant shall furnish satisfactory evidence regarding the representations, warranties and covenants contained herein as may be required by Landlord or the State and requested in writing from time to time.

11. LANDLORD REPRESENTATIONS, WARRANTIES AND COVENANTS.
Landlord covenants with and warrants and represents to Tenant as follows:

a. Authority. Landlord has legal authority to enter into, execute, and deliver this Lease, and that it has taken all official and other actions necessary and incident to its execution and delivery of such documents.

b. Compliance. Landlord will comply with all of the terms, conditions, covenants, requirements, and/or warranties in this Agreement applicable to Landlord at all times during the term hereof. It will comply with all of the terms, conditions, covenants, requirements and/or warranties in the Grant Agreement, the G.O. Compliance Legislation,

and the Commissioner's Order subject to Tenant's compliance with all terms and conditions of this Lease.

c. No Violation. The execution and delivery of this Lease by Landlord will not constitute a violation of any provisions of its charter, or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to the actual knowledge of the undersigned officers of Landlord, threatened, before or by any judicial body or governmental authority against or affecting it relating to the Premises, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Lease, or to perform any of the acts required of it in this Lease.

d. No Breach. Neither the execution or delivery of this Lease, nor compliance with any of the terms, conditions, requirements, or provisions contained herein, is prevented by, is a breach of, or will result in a breach of any term, condition, or provision of any agreement or document to which it is now a party, or by which it, or any of its properties, is bound.

e. Accuracy of Statements. To Landlord's knowledge, all of the information previously submitted to Tenant, the State, or the Commissioner of MMB, or to be submitted to Tenant, the State, or the Commissioner of MMB in the future, relating to this Lease or the G. O. Grant given to Landlord or the disbursement of any of the proceeds of the Lease or G. O. Grant, is and will be true, complete and correct by Landlord in all material respects.

12. WARRANTIES OF TITLE AND QUIET POSSESSION. Landlord covenants that Landlord has legal rights to the Premises as ground tenant pursuant to that certain Ground Lease dated of even date herewith between Second Harvest Heartland, as ground landlord ("**Ground Landlord**"), and Landlord, as ground tenant, (the "**Ground Lease**") and has full right to make this Lease subject to the provisions hereof and to the provisions of the Ground Lease, and, assuming Tenant fully performs as required by this Lease, Tenant shall have quiet and peaceable possession of the Premises during the term hereof as against the acts of all parties claiming title to or a right to the possession of the Premises, with the exception, however, of the following:

- a. Easements, covenants, conditions, restrictions, and limitations, if any, set forth on **Exhibit F**;
- b. Reservation of any minerals or mineral rights reserved to the State of Minnesota;
- c. Building and zoning laws, ordinances, and state and federal regulations;
- d. Any liens or other encumbrances created by Tenant; and
- e. The provisions of Minnesota Statute Section 16A.695 regarding the interests of the State of Minnesota.

13. USE OF PREMISES. Subject to the other terms and provisions contained herein, Tenant shall be permitted to use the Facility only for the construction of the Improvements,

construction of additional buildings and improvements pursuant to Section 20 herein, maintenance and repair of the Premises, and operation of the Facility in order to achieve the State Program, as set forth in Section 1 above, for the benefit of Landlord and its stated purposes. The Improvements have already been approved by Landlord.

No use shall be made or shall be permitted to be made of the Premises nor shall any acts be done which will jeopardize the tax exempt status of the general obligation bonds that funded the G. O. Grant proceeds or cause a cancellation of any insurance policy covering any building located on the Premises, or any part thereof. Tenant shall, at its sole cost, comply with all requirements pertaining to the Premises of any insurance organization or company necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the Premises.

Furthermore, during the term of this Lease, Tenant shall comply with all applicable laws affecting the Premises if either: (a) the breach of such laws might result in any penalty on Landlord or the forfeiture of Landlord's title to the Premises; or (b) the breach of which would have an adverse effect on public health or safety. Tenant shall not commit or allow to be committed any waste of or nuisance on the Premises. Throughout the term of this Lease, the operation of the State Program on the Premises shall be subject to Unavoidable Delays, as defined in Section 20 herein.

14. LANDLORD'S RIGHT OF ENTRY. Tenant shall permit Landlord and the agents and employees of Landlord as well as representatives of the State of Minnesota to enter into and on the Premises at all reasonable times during business hours and with at least five days' written notice for the purpose of inspecting them or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any charge to Landlord and without any liability to Landlord for any loss of occupation or quiet enjoyment of the Premises thereby occasioned.

15. ENCUMBRANCE OF TENANT'S LEASEHOLD INTEREST. Tenant may encumber by mortgage (or other proper instrument) its leasehold interest in the Premises including all buildings and improvements thereon, as security for any indebtedness of Tenant incurred to finance or refinance improvements and buildings on the Premises provided such mortgage contains an acknowledgement that the mortgagee's rights are subject to the rights of Landlord under this Lease and the rights of the State under the Grant Agreement and the Declaration, and gives Tenant access to insurance and condemnation proceeds so as to allow Tenant the right to rebuild or restore any portions of the Premises destroyed or condemned in the event that Landlord permits such rebuilding or restoration under the terms of this Lease. No such encumbrance, or any foreclosure, conveyance, or exercise of right by any secured lender shall relieve Tenant from its liabilities hereunder, nor prevent Landlord from exercising its rights to terminate the Lease.

If Tenant elects to encumber its leasehold interest, Landlord agrees to deliver a duplicate copy of all notices in writing which Landlord may, from time to time, give to or serve on Tenant under and pursuant to the terms and provisions hereof to the holder of such mortgage. Copies of such notices shall be mailed or delivered to the mortgage holder at or as near as possible to the same time such notices are given to or served on Tenant. Landlord acknowledges that Tenant may grant one or more mortgages to Bremer Bank, National Association (the "**Lender**") in Tenant's interest under this Lease to secure the Loan (as such term is defined in the Grant Agreement) and the address of Lender is set forth in Section 19.

Such holder may, at its option, at any time before the rights of Tenant shall be terminated as provided herein, pay any of the rent due hereunder or pay any taxes and assessments or do any other act or thing required of Tenant by the terms hereof or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions hereof or to prevent the termination hereof. All payments so made, and all things so done and performed by such holder, if done prior to the rights of Tenant having been terminated, shall be as effective to prevent a termination of the rights of Tenant hereunder as they would have been if done and performed by Tenant.

Upon such holder succeeding to the interest of Tenant hereunder, such holder shall be bound by all terms and conditions of this Lease, and shall be deemed to have assumed all of Tenant's obligations hereunder from and after such time as it succeeds to the interest of Tenant.

Landlord hereby approves that certain Amended and Restated Mortgage that will be granted by Tenant to Lender, in the aggregate principal amount of \$_____ securing the Loan and agrees that, upon the closing of the Loan, the Loan will constitute Priority Private Debt (as that term is defined in the Grant Agreement) entitled to priority payment under Section 4.02.B of the Grant Agreement, so long as such debt is held by a holder not under the direct or indirect ownership or control of the Tenant. When no longer Priority Private Debt, the Loan, if still outstanding, will continue to be a permitted leasehold encumbrance, but will lose its priority payment status as Priority Private Debt under Section 4.02.B of the Grant Agreement. Landlord agrees that no other Priority Private Debt may be approved without the prior written consent of the Lender (upon and after the closing of the Loan) and Tenant. The parties expect that Landlord, Tenant, and Lender will enter into a certain Recognition, Non-Disturbance and Attornment Agreement to be dated as of the date of the closing of the Loan ("**Tenant Recognition Agreement**"). The Tenant Recognition Agreement shall govern to the extent of any conflict with this Section 15. The Tenant Recognition Agreement will provide certain notice, opportunity to cure and other rights to the Lender.

16. EARLY TERMINATION OF THIS LEASE.

a. Sale. Notwithstanding Sections 22 and 35, in the event that (a) this Lease is terminated prior to the end of the Term or not renewed, (b) the Premises are subject to the Grant Agreement, the Declaration, and the G.O. Compliance Legislation, and (c) the City determines by City Council action that the Premises are no longer usable or needed to carry out the State Program, then the Landlord shall sell the Landlord's interest in the Premises, on the conditions that such sale is for fair market value upon terms authorized by law and approved by the Commissioner of MMB in its reasonable discretion. For purposes of this Lease, "**fair market value**" shall mean (I) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that any and all mortgage liens or encumbrances on the Premises, which negatively affect the value of the Premises, will be released, or (II) the price bid by a purchaser under a public bid procedure after reasonable public notice with the proviso that any and all mortgage liens or encumbrances on the Premises, which negatively affect the value of the Premises, will be released at the time of acquisition by such purchaser. Landlord shall not sell its interest in the Premises until it has first offered to sell its interest

in the Premises to Ground Landlord, as hereinafter provided, and Ground Landlord has elected, in writing, to not purchase the Landlord's interest in the Premises.

Landlord has granted to Ground Landlord a right of first option to purchase the Landlord's interest in the Premises. Upon exercise of such purchase option, Ground Landlord shall pay to Landlord the sums to be paid to the Commissioner of MMB in accordance with Sections 4.01 and 4.02 of the Grant Agreement (or such lesser amount permitted under Minnesota law or the Grant Agreement) determined by appraisal in accordance with subsection 16.c. herein. Upon receipt of such sums, (i) Landlord shall promptly pay such sums to the Commissioner of MMB in full satisfaction of the Grant Agreement, and (ii) the Premises shall be released from the Grant Agreement and the Declaration and shall no longer be considered state bond financed property or subject to the G.O. Compliance Legislation.

In the event of a sale of Landlord's interest in the Premises (a "Sale") to Ground Landlord or a third party, after deducting Landlord's reasonable and customary costs incurred in such Sale, the net proceeds of such Sale must be applied as follows: (w) first, to pay to the Commissioner of MMB the amount of G. O. Grant proceeds actually disbursed and used to better the Premises in accordance with the Grant Agreement, less any payments that have been made pursuant to Section 2.08.B of the Grant Agreement; (x) second, to pay in full any approved and outstanding public or private debt incurred to acquire or better Landlord's interest in the Premises; (y) third, to pay to Ground Landlord, Tenant and any other interested public or private entities holding Priority Private Debt, other than such entity that has already received the full amount of its contribution, the amount of money contributed initially and subsequently by each to the acquisition or betterment of the Premises; and (z) fourth, any excess over those amounts must be divided in proportion to the shares contributed initially as set forth in **Exhibit D** and subsequently to acquisition and betterment of the Premises, other than any public and private lenders already paid in full and Landlord's share shall be paid to Ground Landlord. **Exhibit D** and subsection (y) in the preceding sentence shall be adjusted to include the amount of money contributions made by Ground Landlord or Tenant subsequently to acquire additional real estate that is included in the Ground Lease, and to pay for capital improvements to the Premises or the Improvements. Upon receipt of such sums, the Premises shall be released from the Grant Agreement and the Declaration and shall no longer be considered bond financed property or subject to the G.O. Compliance Legislation. Nothing in this or any other agreement shall be construed as requiring Landlord to sell its interest in the Premises.

To the extent, but only to the extent, disposition of the sale proceeds is not controlled by the G.O. Compliance Legislation, the proceeds of the sale will be shared by Ground Landlord and Landlord in accordance with the percentages set forth on **Exhibit E**; provided that all public and private indebtedness incurred to acquire or better Landlord's interest in the Premises, such as the Loan (as defined in the Grant Agreement), shall first be paid in full.

b. Payment of Investment. Notwithstanding Sections 22 and 35, in the event that (a) this Lease is terminated prior to the end of the Term or is not renewed pursuant to Section 4 of this Lease, (b) the Premises are subject to the Grant Agreement, the

Declaration, and G.O. Compliance Legislation, and (c) the City has determined to continue to carry out the State Program in the Premises, then, at the time of the termination or nonrenewal, Landlord shall reimburse Ground Landlord and Tenant for their investment in the Premises (which investment is the amount of money or like-kind contributions contributed initially and subsequently to the acquisition and betterment of the Premises by Ground Landlord and Tenant) and the Ground Lease and Ground Landlord's interest therein shall continue in full force and effect. The sums to be paid by Landlord to Ground Landlord and Tenant for reimbursement of their investment shall be due and payable on the termination or expiration date of this Lease, except those sums which cannot be determined as of such date shall be due and payable upon determination and shall earn interest from and after the date until paid in full at the rate of two percent (2%) over the prime rate announced from time to time by Lender. All additional sums to be paid by Landlord to Ground Landlord and Tenant shall be due and payable at the time of Landlord's election to purchase the interest of the Ground Landlord in the Premises and shall be approved by the Commissioner of MMB. The parties agree that the projected amount of investment by or on behalf of Tenant, as of the date of entry into this Lease, is agreed to be as provided on **Exhibit E** (with the Priority Private Debt either paid as debt or considered to be part of the investment of Tenant, as shown thereon).

c. Payment Based on Appraisal. Fair market value for the purposes of Sections 16 and 17 of this Lease shall be established by an appraisal prepared by an MAI or comparable certified appraiser selected by Landlord, in its commercially reasonable discretion, subject to the reasonable approval of Tenant. The cost of any appraisals under this subsection will be paid by Ground Landlord.

d. Sale Costs. In the event of a Sale described in subsection 16.a, Ground Landlord shall pay for the reasonable and customary costs incurred by Landlord in such Sale that are not allowed by the State to be deducted first from the gross proceeds from such Sale (by way of example to the extent not allowed by the State, Landlord's costs for interim property management, relocation, appraisal, marketing, staff administration, legal fees, survey, and title work). Ground Landlord shall be responsible for payment of any outstanding debt incurred by Ground Landlord to acquire or better Landlord's interest in the Premises that is not paid in accordance with subsection 16.a, and Landlord shall not be responsible for such payment unless such outstanding debt is incurred by Landlord.

e. Payment of Loan. Tenant shall be obligated to apply payments received under this Section to pay any amounts then owed on the Loan, as defined in the Grant Agreement, at the sole discretion of Lender, regardless of whether it continues to have priority status, unless it has been previously paid as Priority Private Debt.

f. Survival. This Section 16 shall survive the termination of this Lease.

17. PURCHASE OPTION BY CITY. Notwithstanding Sections 22 and 35, in the event that (a) this Lease is terminated prior to the end of the Term or is not renewed pursuant to Section 4 of this Lease, (b) the Premises are subject to the Grant Agreement, the Declaration and G.O. Compliance Legislation, and (c) Landlord has determined to continue to carry out the State Program in the Premises, then, Landlord may elect to purchase the interest of the Ground Landlord

And a copy to: Bremer Bank, N.A. at such address as Lender shall provide in accordance with this Section.

To Landlord: City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, Minnesota 55443
Attn: Community Development Director

And a copy to: Kennedy & Graven
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402
Attn: Jennifer Boulton

Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

20. CONSTRUCTION OF IMPROVEMENTS. Tenant shall construct the Improvements, described on **Exhibit B** (the "**Improvements**"), attached hereto and incorporated herein, at its own expense and subject to and in accordance with all terms and conditions of this Lease, the Grant Agreement, and this Lease, and in material compliance with all applicable federal, state and local laws, rules and regulations, and in material compliance with the terms and conditions of all applicable licenses and permits. Without limiting the foregoing, Tenant acknowledges that Section 7.11 of the Grant Agreement imposes certain wage requirements that Tenant will need to comply with. Upon satisfactory completion of any portion of the Improvements, Landlord shall authorize the disbursement of the G. O. Grant proceeds to Tenant or its designee in accordance with the Grant Agreement. The Improvements shall be substantially completed by August 31, 2020 (the "**Completion Date**"), subject to delays in the performance obligations for construction of the Improvements due to the unforeseeable causes beyond the control of Tenant and without the fault or negligence of Tenant, including but not limited to adverse or severe weather conditions, acts of God, acts of the public enemy, strikes and other similar labor troubles, fire, floods, epidemics, quarantines, unavailability of power, unavailability of materials, delays due to damage or destruction of the Premises or the equipment used to construct the same, discovery of hazardous materials or other concealed site conditions including environmental issues, or delays of contractors due to such discovery, and litigation commenced by third parties which by injunction or other similar judicial action directly results in delays and other casualty to the Premises, or affect the validity of this Lease ("**Unavoidable Delays**"). Upon the termination or expiration of this Lease, all of such Improvements, including any fixtures related to the operation of any buildings located on the Premises, shall immediately become the property of the Tenant. Upon request of the Tenant after termination of this Lease, Landlord will execute and deliver to the Tenant bills of sale transferring to the Tenant title to personal property that became a fixture and property of the Tenant under the preceding sentence. Tenant is hereby authorized by

Landlord to provide for the construction and equipment of the Improvements in accordance with the G. O. Bonding Legislation.

21. CONSTRUCTION OF ADDITIONAL BUILDINGS AND IMPROVEMENTS.

Tenant, but only with the prior written approval of Landlord which approval shall not be unreasonably delayed or withheld, shall have the right to make such alterations, improvements, and changes (other than the Improvements, which do not require the prior written approval of Landlord) to any building or improvement which may from time to time be on the Premises as Tenant may deem necessary, subject to the limitations in Section 13. Notwithstanding the preceding sentence, Landlord agrees that changes to the Facility do not require the consent of Landlord if (i) Tenant in its judgment determines such changes do not reduce the value of the Facility as a whole or reduce the ability of Tenant to operate the State Program, (ii) each such change costs less than \$500,000, and (iii) before commencing the change, Tenant provides Landlord notice. Landlord and Tenant acknowledge that during such additional construction, the State Program may be interrupted as is reasonably necessary for orderly and safe construction to occur, provided that the State Program shall resume immediately upon completion of construction. Any new building constructed by Tenant on the Premises, and any changes to the Facility or to new buildings, shall be constructed in material compliance with all applicable federal, state and local laws, rules and regulations; and in compliance with the terms and conditions of all applicable licenses and permits; and, together with any fixtures related to the operation of any buildings located on the Premises, shall, upon termination or expiration of this Lease, become the property of Landlord.

22. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

a. Maintenance of Improvements. Tenant shall, throughout the term of this Lease, at its own cost and without any expense to Landlord, keep and maintain the Premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, including public and private sidewalks located thereon and adjacent thereto, in good, sanitary, lawful, and neat order, condition, and repair and, except as specifically provided herein, shall restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Landlord shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any buildings or improvements thereon.

b. Damage to and Destruction of Buildings or Improvements. The damage or destruction or partial destruction of any building or other improvement which is a part of the Premises shall not release Tenant from any obligation hereunder, except as hereinafter expressly provided.

In case of damage to or destruction of such building or improvement which is not substantial, Tenant shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction, and Tenant shall have the right to any insurance proceeds the premium for which has been paid by Tenant to be used by Tenant to pay the cost of such repair and restoration.

In the case of damage to or destruction of such building or improvement which is substantial, Tenant shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such change or destruction, unless Tenant, in its judgment, determines that it is inappropriate to rebuild the building or improvements on the Premises, in which case this Lease and Tenant's interest in the Premises shall be terminated and shall have the same effect as if a sale shall have occurred (subject to Landlord's determination that the Premises are no longer usable or needed by Landlord to carry out the State Program), and the insurance proceeds shall be paid in accordance with the provisions of Section 16 above; provided, however, if Ground Landlord pays to Landlord the sums required by Section 4.02 of the Grant Agreement or such lesser amount permitted under Minnesota law, which Landlord shall remit to the Commissioner of MMB in full satisfaction of the Grant Agreement, then the insurance proceeds shall be paid to Ground Landlord. Tenant shall give written notice to Landlord of its determination whether or not to rebuild within 180 days of the damage or destruction of the buildings or improvements. If Tenant does not elect to rebuild, this Lease shall terminate as of the date specified in Tenant's notice to Landlord, and all rent and other obligations of Tenant shall terminate on that date. No settlement with the insurance company shall be agreed to by Tenant without the prior written consent of Landlord, the Ground Landlord, and the State.

Except as otherwise provided in this Section, and without limiting such obligations of Tenant, if Tenant elects to rebuild, and any mortgagee consents to rebuilding, if necessary, it is agreed that the proceeds of any insurance covering such damage or destruction shall be paid to Landlord and Tenant, to be held in escrow for such repair or replacement with an escrow agent acceptable to Landlord, Tenant, and any mortgagee, to be disbursed in accordance with standard commercial construction lending conditions customarily required by institutional lenders. The Tenant shall not be obligated to operate the State Program on the Premises from the date of damage or destruction of the buildings or improvements until repair or reconstruction of the buildings or improvements on the Premises is complete.

23. MECHANICS' LIENS. Tenant hereby covenants and agrees that Tenant will not permit or allow any mechanics' or materialmen's liens to be placed on Landlord's interest in the Premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so filed against Landlord's interest, Tenant shall take all steps necessary to remove it within 120 days of its being filed; provided, however, that Tenant may contest any such lien provided Tenant first posts a surety bond, letter of credit or cash with the applicable court sufficient to release the Premises from such lien, or otherwise protect Landlord from foreclosure thereof.

24. INDEMNIFICATION OF LANDLORD.

a. To the fullest extent permitted by law, Tenant shall, and hereby does, indemnify, save, hold harmless, and defend Landlord, its officials, employees, representatives, and agents but only when acting in their capacities as such (collectively, the "**Indemnified Party**" or "**Indemnified Parties**"), from and against all claims, costs (including reasonable attorneys' fees to the extent provided in clause (e) below), liabilities,

losses, or damages suffered or incurred by any of the Indemnified Parties arising from or as a result of any loss, injury, death, or damage to persons or property arising out of the use, possession, construction of improvements, operation, or maintenance of the Premises or any part thereof, or as a result of Tenant's failure to comply with the Grant Agreement, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Indemnified Parties.

b. Tenant hereby waives and releases all claims against the Indemnified Parties for damages to any building and improvements which are now on or hereafter placed or built on the Premises and to the property of Tenant in, on, or about the Premises. Tenant also agrees that it will not assert against the Indemnified Parties in any legal proceeding any claim, cross-claim or third party claim for which Tenant is obligated under the provisions of clause (a) of this Section 24 to provide indemnification to the Indemnified Parties.

c. Notwithstanding the provisions of clauses (a) and (b) above, the provisions of clause (a) and (b) above of this Section 24 shall not apply to claims, costs, liabilities, losses, or damages which are caused by the willful or intentional misconduct of the Indemnified Parties. No person or entity other than the Indemnified Parties shall have any benefit whatsoever from the agreements contained in clause (a) and (b) above, other than any indirect benefit accruing to taxpayers or residents of the City of Brooklyn Park by reason of the benefit to Landlord and the Indemnified Parties of such agreements, and shall not be deemed to be a third party beneficiary of the agreements of Tenant contained in clauses (a) and (b) above.

d. Nothing in this Section 24 shall be construed to, and shall not, expand Landlord's maximum liability over the limits set forth in Minnesota Statutes, Chapter 466, as amended from time to time, or any other or successor law which has the effect of limiting Landlord's liability.

e. Promptly after receipt by an Indemnified Party of notice of the commencement of any action for which Tenant has indemnified the Indemnified Parties hereunder, the Indemnified Party will notify Tenant in writing of the commencement thereof, and, subject to the provisions hereinafter stated, Tenant shall assume, at its expense, the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Indemnified Parties) insofar as such action shall relate to any alleged liability for which Tenant has indemnified the Indemnified Parties hereunder. The Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of Tenant unless (i) the employment of such counsel has been specifically authorized by Tenant, or (ii) the named parties to any such action (including any impleaded parties) include more than one of the Indemnified Parties and a conflict of interest among Tenant and Indemnified Parties exists, and as a result Tenant and the Indemnified Parties cannot adequately be represented by the same counsel. In the case of such a conflict of interest, Tenant shall not have the right to assume the defense of such action on behalf of such Indemnified Parties and the Indemnified Party shall have the right to select separate counsel, at the expense of Tenant but subject to the limitation set forth in

the following sentence, to assume such legal defense and to otherwise participate in the defense of such action on behalf of the Indemnified Parties. In connection with any one such action or separate but substantially arising out of the same general allegations or circumstances, Tenant shall not be liable for the fees and expenses of more than one separate firm of attorneys for all such Indemnified Parties, which firm shall be reasonably acceptable to Tenant and shall be designated in writing by the Indemnified Parties. Tenant shall not be liable for any settlement of any such action effected without its written consent. If such action is settled with the written consent of Tenant, or if there be a final judgment for the plaintiff in any such action, with or without the consent of Tenant, Tenant agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment, but only to the extent provided in subsection (a) of this Section 24. This indemnity includes reimbursement for expenses reasonably incurred by any of the Indemnified Parties in investigating the claim and in defending it if Tenant declines to assume the defense.

25. INSURANCE.

a. Commercial General Liability Insurance. Tenant shall maintain in effect throughout the term of this Lease, at its own expense, commercial general liability insurance covering the Premises and its appurtenances and the sidewalks fronting on the Premises in the amount of at least Two Million Dollars combined single limit, and insurance on all boilers and other pressure vessels, fired or unfired. Such insurance shall: (i) be primary with respect to Landlord's insurance or self-insurance; (ii) not exclude explosion, collapse and underground property damage; (iii) be written on an "Occurrence" Form policy basis; (iv) shall name Landlord, the State of Minnesota and any mortgagee as additional insureds thereunder; and (v) not contain an "aggregate" policy limit (combined general liability and excess liability) of less than Ten Million Dollars per annual policy period unless specifically approved in writing by Landlord. Additionally, Landlord, the State of Minnesota and any mortgagee shall be named as additional insureds on any contractor's general liability insurance maintained by the general contractor or construction manager responsible for constructing the improvements to the Premises.

b. Insurance Coverage of Premises. Tenant shall at all times during the terms of this Lease and at Tenant's sole expense keep all improvements which are now or hereafter a part of the Premises insured against "all risks", for those risks that are available at commercially reasonable rates, for the full insurable value of such improvements, and during the construction of the Improvements "builders risk" and standard fire and extended coverage, with a deductible not to exceed \$100,000, and with loss payable to Landlord, Tenant, the State, and any mortgagee as their respective interests may appear. Any loss adjustment shall be made in accordance with the requirements for the use and distribution of insurance proceeds in the event of damage as otherwise provided herein, but shall require the prior written consent of Landlord, the State, Tenant, and any mortgagee. Tenant shall be responsible for any insurance deductible.

c. Workers' Compensation Insurance. Tenant shall maintain Workers' Compensation Insurance with not less than statutory minimum limits, and Employers'

Liability Insurance with minimum limits of at least \$100,000 per accident and with an all states endorsement.

d. Insurance Certificates. Tenant shall supply to Landlord, concurrently with signing this Lease and thereafter as reasonably requested by Landlord, current insurance certificates for policies required in this Section. Tenant shall promptly furnish to Landlord all endorsements and other written notices which modify or change any insurance coverage with respect to the Premises or Tenant's operation at the Premises, and all paid premium receipts by Tenant regarding such required insurance.

e. Additional Required Insurance. The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of Tenant to purchase and maintain additional insurance that Tenant may determine to be necessary in relation to this Lease or its operation of the Premises.

f. Non-waiver of Statutory Limits. Nothing in this contract shall constitute a waiver by Landlord of any statutory limits or exceptions on liability.

g. Placement of Insurance. Tenant shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota having an A.M. Best Company rating of at least A:VIII, and shall deliver certificates in the form required above evidencing such coverage to Landlord on the date of Tenant's execution of this agreement and from time to time thereafter as reasonably required by Landlord. The policies required in this Section shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving Landlord and the State thirty (30) days' written notice.

h. Landlord's Right to Pay Premiums on Behalf of Tenant. Tenant shall pay all of the premiums therefor and deliver such policies, or certificates thereof, to Landlord. In the event of the failure of Tenant, either to effect such insurance in the names called for or to pay the premiums therefor or to deliver such policies or certificates thereof to Landlord, Landlord shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor. Such premiums, together with interest thereon at the rate of ten percent per annum accruing from the date of payment by Landlord, shall be repayable to Landlord within thirty (30) days after written notice of the payment of such insurance, and failure to repay the premiums shall carry with it the same consequences as failure to pay any installment of Rent. All rebates on account of any such premiums paid by Landlord shall belong to Landlord, provided Tenant has not reimbursed Landlord for such premiums and Tenant shall have no obligation to reimburse Landlord to the extent of such rebates received and retained by Landlord.

Each insurer mentioned in this Section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Landlord, and in form acceptable to Landlord, that it will give to Landlord and the State thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled.

i. Blanket Insurance Policies. Notwithstanding anything to the contrary contained in this Section, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, that the coverage afforded Landlord will not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance.

26. PROHIBITION OF INVOLUNTARY ASSIGNMENT. Neither this Lease nor the leasehold estate of Tenant nor any interest of Tenant hereunder in the Premises or in any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, by operation of law or otherwise, and any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect. For purposes of this subsection, the merger or consolidation of Tenant with any other entity or entities shall be deemed to be a transfer and prohibited by this subsection unless either: (i) such merger is with another entity and Tenant is the survivor and remains exempt from income tax under § 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "**Code**"); or (ii) such merger is with another entity which is exempt from income tax under § 501(c)(3) of the Code, Tenant is not the surviving entity, said surviving entity expressly assumes all obligations of Tenant hereunder, said surviving entity remains exempt from income tax under § 501(c)(3) of the Code, and said surviving entity has comparable or higher "**net worth**" (or its equivalent under accounting principles applicable to § 501(c)(3) organizations) as Tenant has on the date hereof.

The occurrence of any involuntary assignment prohibited by the provisions of this Section 26 shall be deemed to constitute a Default under Section 27 hereof, and upon the expiration of the applicable cure period contained in Section 28 hereof, Landlord shall be entitled to exercise all remedies set forth in this Lease, subject, however, to the provisions of Section 31 hereof.

27. EVENTS OF TENANT DEFAULT. Any of the following events shall constitute a "**Default**" by Tenant under this Lease:

a. Subject to Unavoidable Delays, if construction of the Improvements has not been commenced or completed by the dates required by Section 20 and have not been completed substantially in accordance with the plans and specifications as amended from time-to-time in accordance with the provisions contained in Section 20 and the Grant Agreement; or

b. Subject to any payments being contested in good faith, if Tenant fails to fully and completely pay all sums lawfully owing for the completion of the Improvements in accordance with the plans and specifications; or

c. If, without the written consent of Landlord and the Commissioner of MMB, any part of the Premises ceases to be used as a charitable food warehouse distribution and office center to achieve the State Program; or

d. If a default under Section 26 hereof occurs; or

e. If, without the written consent of Landlord, the State, and the Commissioner of MMB, and except for the permitted encumbrances identified on **Exhibit F** attached

hereto, and except as allowed under Sections 15, 16, 17 or 18 hereof, Tenant sells, transfers, leases, encumbers, or otherwise conveys, in any way or manner, whether voluntary or involuntary, or by action of law, all or any part of its interest in the Premises, or amends or modifies any agreement relating to such sale which had previously been so consented to and approved by Landlord and the Commissioner of MMB; or

f. If, without the written waiver of Landlord, Tenant fails to annually certify that the Premises is being used as a charitable food distribution warehouse and office facility as required in Section 1 of this Lease; or

g. If, without the written waiver of Landlord, Tenant fails to provide the Annual Report to Landlord; or

h. If Tenant fails to continuously maintain the insurance required by Section 25 of this Lease; or

i. If Tenant, upon request, refuses to allow Landlord, the Commissioner of MMB, or any auditor for the State of Minnesota or for the Minnesota Legislature, to inspect audit, copy, or abstract any and all of Tenant's financial records (books, records, papers) or other documents relevant to this Lease, the G. O. Grant to Landlord, or the Premises; or

j. If Tenant, upon request, refuses to allow Landlord, the Commissioner of MMB, or any authorized representative of the State of Minnesota, to inspect the Premises; or

k. If Tenant fails to cooperate fully with Landlord in complying with any of the provisions of the Grant Agreement, G.O. Compliance Legislation, or the Commissioner's Order or Tenant fails to comply with the Grant Agreement, G.O. Compliance Legislation, or the Commissioner's Order; or

l. If any representation or warranty made by Tenant hereunder proves to have been untrue or incorrect in any material respect, as of the time such representation or warranty was made; or,

m. If, without the written consent or waiver of Landlord, Tenant fails to fully comply with any other provision, term, condition, covenant, or warranty contained in this Lease, or fails to fully comply with any provisions of the Declaration; or

n. If, under any material document, instrument or agreement relating to the acquisition, construction, financing, or refinancing, of the improvements to the Premises, there occurs an event which constitutes an event of default by Tenant thereunder, applicable grace and cure periods have passed without cure, and the other party thereto gives notice to Tenant of the default if notice is required before the exercise of remedies.

28. NOTICE OF DEFAULT.

a. Upon the occurrence of a Default, an Event of Default shall not be deemed to have occurred under this Lease unless Landlord has given Tenant written notice of the

Default and Tenant has failed to cure such Default within the time period specified in subsection (b) below or, if applicable, in subsection (c) below.

b. For those Defaults described in Section 26 and subsections 27 (i) and (j) the notice and cure period shall be ten (10) days; for those Defaults described in subsection 27 (h) the notice and cure period shall be thirty (30) days (provided said insurance does not expire); and for all other Defaults the notice and cure period shall be sixty (60) days prior to the Completion Date and ninety (90) days after the Completion Date.

c. Notwithstanding the preceding paragraph of this Section 28, (i) in the event that a Default occurs prior to the Completion Date and cannot be cured within the applicable cure period provided in subsection (b) above, and in the event that Tenant has commenced the action necessary to cure the Default during the applicable cure period provided in the subsection (b) above, then Tenant shall have such time as shall be reasonably necessary to cure such default so long as Tenant is reasonably, continuously and diligently pursuing efforts to cure such default, on the condition that Tenant diligently pursues the cure; and (ii) in the event that a Default occurs after the issuance of the Completion Date and cannot be cured within the applicable cure period provided in subsection (b) above, and in the event that Tenant has commenced the action necessary to cure the Default during the applicable cure period provided in subsection (b) above, then Tenant shall have such time as shall be reasonably necessary to cure such default so long as Tenant is reasonably, continuously and diligently pursuing efforts to cure such default; provided, however, that in no event shall Tenant's cure period exceed the cure period allowed Landlord or Tenant under the Grant Agreement.

Notwithstanding the provisions of this Section set forth above, in no event shall any cure period, including any extension of a cure period, be greater than the cure period available under the Grant Agreement if the Default by Tenant hereunder also causes a default or event of default by Landlord under the Grant Agreement.

Additionally, no extensions of the cure period set forth in subsection (b) above shall be granted or allowed for a Default under Section 26 hereof.

Before it exercises any remedies under this Lease for an uncured Event of Default, Landlord will first comply with the obligations under the Tenant Recognition Agreement.

29. DEFAULT AND TERMINATION; LANDLORD'S REMEDIES. (a) Prior to the Completion Date, upon the occurrence and during the continuance of an Event of Default under this Lease, Landlord, in addition to the other rights or remedies it may have, including damages, shall have the immediate right to terminate this Lease by delivery of written notice of termination; (b) after the Completion Date, upon the occurrence and during the continuance of an Event of Default under this Lease, subject to Section 31 hereof, Landlord, in addition to the other rights or remedies it may have, including damages, shall have the immediate right to terminate this Lease by delivery of written notice of termination, and reenter the Premises and remove all persons and property otherwise from the Premises.

30. ADDITIONAL REMEDIES. Notwithstanding anything in this Lease or any other agreement to the contrary, upon the occurrence, and during the continuance, of a Default, in addition to the remedies in Section 29 and this Section, Landlord may immediately refrain from making any payments from the Grant Agreement. In addition, during the continuance of an Event of Default under this Lease, and after giving Tenant any notice required by Section 28 hereof and the running of any applicable time period without Tenant having cured, Landlord may (a) in addition to the remedies in Section 29 and this Section, exert any remedies it may have in law or equity and, (b) if the State issues a demand, commences an action, actually receives payment from Landlord, or exercises any other remedies against Landlord, then Landlord may also similarly demand, commence an action, or exercise any other remedies against, and be immediately entitled to receive from Tenant, or do to Tenant that which the State does to Landlord on the condition that such demand, action, payment, or other action by the State against Landlord is caused by a Default by Tenant under this Lease.

31. SPECIAL TERMINATION PROCEDURE. After the Completion Date for the Improvements, if Tenant is in default under subsection 27(c), Landlord agrees that it will not exercise the remedy of termination of the Lease provided in Section 30 hereof on the condition that Tenant does each of the following:

a. Within ninety (90) days of the occurrence of a Default, Tenant shall have retained, at its sole expense, an independent consultant qualified to analyze Tenant's operation at the Premises and reasonably acceptable to Landlord, (hereinafter the "**Consultant**");

b. Within sixty (60) days of the retention of the Consultant, Tenant shall have delivered to Landlord a written report of the Consultant analyzing its operations at the Leased Premises (the "**Consultant's Report**");

c. Within fifteen (15) days of the delivery of the Consultant's Report, Tenant shall have met with Landlord to discuss the findings and recommendations of the Consultant;

provided, however, that in the event that Tenant has not retained the Consultant, delivered the Consultant's Report, or met with Landlord, within the required time period, then Landlord shall have the right to proceed to exercise the remedy of termination of this Lease without regard to the succeeding provisions of this Section 31. Landlord and Tenant acknowledge and agree that Tenant shall not be required to pay more than \$40,000 (adjusted for inflation) for the fees and expenses of each Consultant's Report. Landlord agrees that if after any time during the process set forth in subsections (a), (b) or (c) above, the Default has been cured, Tenant shall not be required to proceed with the remaining portion of the process set forth in subsections (a), (b) and (c) above.

In the event that Tenant has retained the Consultant, delivered the Consultant's Report, and met with Landlord as required hereinabove, Landlord further agrees that it will not exercise the remedy of termination of this Lease unless and until (i) the governing body of Landlord has considered a resolution at which meeting representatives of Tenant shall have the right to be heard; (ii) Landlord's governing body shall adopt a resolution authorizing the termination of this Lease,

and (iii) Tenant shall have failed to cure the Event of Default within thirty (30) days of the adoption of such resolution.

Tenant acknowledges and agrees that: a) Landlord is not required to accept or adopt all or any portion of the Consultant's Report; and b) in the event that Landlord determines, in its sole discretion, to accept any of the recommendations of the Consultant's Report, the acceptance of which requires an amendment to this Lease, or a waiver of the Default or Event of Default, Landlord shall have the right, as a condition to agreeing to any such amendment or waiver, to impose any conditions Landlord deems appropriate, in its reasonable discretion.

32. LANDLORD'S RIGHT TO PERFORM. In addition to any other provision contained herein, in the event that an Event of Default by Tenant shall have occurred and be continuing, Landlord may, at Landlord's option but without any obligation, take any action to perform the obligations of Tenant which gave rise to the Event of Default or with respect to which Tenant is otherwise in Default under this Lease, and Landlord shall not be liable, or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Tenant on account thereof, other than for Landlord's willful or intentional misconduct. Tenant shall repay to Landlord on demand the entire expense of Landlord's performance together with interest at the rate of ten percent per annum accruing from the date of any disbursement.

Landlord shall be permitted to enter the Premises while exercising any right given to it by the terms of this Section. Any act or thing done by Landlord pursuant to the provisions of this Section shall not be or be construed to be a waiver of any such Default or Event of Default by Tenant, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of Landlord, hereunder or otherwise.

33. LANDLORD DEFAULTS AND TENANT'S LIMITED REMEDIES. In the event that (i) Landlord (a) fails to observe, perform or comply with any provision, term, condition, covenant, agreement or warranty required to be observed, performed or complied with by Landlord under this Lease, or (b) fails to observe, perform or comply with any obligation, provision, term, covenant, condition or agreement to be observed, performed or complied with by Landlord under the Grant Agreement, unless Landlord's failure is the result of a Default by Tenant under this Lease, and (ii) Landlord fails to cure such Default within ten (10) days of written notice of default from Tenant, then a Landlord Event of Default shall exist under this Lease. Upon the occurrence and during the continuance of a Landlord Event of Default, Tenant may exercise either or both of the following remedies:

- a. commence an action at law to recover the damages incurred by Tenant and caused by Landlord Event of Default, which damages shall be limited to the cost of curing Landlord's Default;
- b. commence an action in equity to compel the performance by Landlord of those actions or inactions which serve as the basis of a Landlord Event of Default; or
- c. cure any default under the Grant Agreement.

34. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to Landlord 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 Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

35. EFFECT OF EMINENT DOMAIN.

a. Effect of Total Condemnation. In the event that the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall be terminated and all proceeds shall be payable in the same manner as if the Premises were sold pursuant to Section 16 above; provided, however, if Ground Landlord pays to Landlord the sums required by Section 2.08.C of the Grant Agreement or such lesser amount permitted under Minnesota law, then the proceeds shall be paid to Ground Landlord.

b. Effect of Partial Condemnation. In the event that a portion of the Premises shall be so appropriated or taken to an extent that Tenant can no longer operate the State Program, then Tenant shall have the right to give Landlord written notice of the right to treat the partial condemnation as a sale pursuant to Section 16 above within one hundred twenty (120) days after such portion of the Premises has been so appropriated or taken. In that event, this Lease shall be terminated and the proceeds of the condemnation shall be applied as if the condemned portion of the Premises were sold in accordance with Section 17 above; provided, however, if Ground Landlord pays to Landlord the sums required by Section 4.02 of the Grant Agreement or such lesser amount permitted under Minnesota law, then the proceeds shall be paid to Ground Landlord.

In the event of partial taking in which Tenant elects to continue this Lease in the Premises, this Lease shall continue in full force as to the part not taken, and the condemnation award for the Premises shall be applied first to restore the remaining portion of the Premises to a configuration and condition so that the Premises can be used for the purposes set forth in Section 1 hereof (with the condemnation proceeds to be held by a mutually agreeable escrow agent in escrow for such restoration to be disbursed in accordance with standard commercial construction conditions customarily required by institutional lenders), and, to the extent of any remaining proceeds, as if the condemned portion of the Premises were sold in accordance with Section 16 above; provided, however, if Ground Landlord pays to Landlord the G. O. Grant proceeds then the proceeds shall be paid to Ground landlord.

None of the foregoing provisions shall preclude Tenant from making a separate claim against the condemning authority for the value of any trade fixtures, furniture, and equipment taken by said condemning authority and its relocation expenses provided such claim does not diminish or impair the award with respect to the Premises.

36. SURRENDER OF LEASE: EFFECT ON SUBLEASES. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and

shall operate as an assignment to it of any or all such subleases, subtenancies, or license agreements.

37. OWNERSHIP OF IMPROVEMENTS. Ground Landlord is the absolute owner of any buildings or improvements of any nature or kind on the Premises, other than the Improvements (which are owned by Tenant until the expiration or termination of this Lease), together with any and all fixtures related to any of the buildings located on the Premises and Tenant shall not have any interest whatsoever therein, subject however, to Tenant's rights under this Lease, including without limitation, Sections 22 and 35 hereof, to share in the insurance and condemnation proceeds.

38. AMENDMENT, MODIFICATION, AND WAIVER. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the State and the Commissioner of MMB, 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.

39. APPROVAL BY STATE OF MINNESOTA. This Lease shall not be valid or of any effect until signed by both parties and consent in writing has been given by the Commissioner of MMB.

40. EFFECT OF TENANT'S HOLDING OVER. Any holding over after the expiration of the term of this Lease, with consent of Landlord, shall be construed to be a tenancy from month to month, at the same Rent as required to be paid by Tenant for the period immediately prior to the expiration of the terms hereof, and shall otherwise be on the terms and conditions herein specified, so far as they are applicable.

41. PARTIES BOUND. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, executors, heirs, and successors.

42. TIME OF ESSENCE. Time is of the essence in this Lease, and of each and every covenant, term, condition, and provision hereof.

43. CAPTIONS. All captions, headings, or titles in the subsections or Sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular subsections or Sections to which they apply.

44. NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between Landlord and Tenant, it being understood that the sole relationship created hereby is one of landlord and tenant. All laws and statutes of the State of Minnesota relative to landlord and tenant relationships shall be applicable to the parties hereto.

45. CUMULATIVE RIGHTS. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to Tenant or Landlord is intended to be exclusive of any

other right or remedy hereof provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or not or hereafter existing at law, in equity, or by statute.

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

47. ENTIRE AGREEMENT. This Lease and the Ground Lease (and the other agreements contemplated in those agreements) contain the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements and understandings 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 Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

48. REFERENCE TO GENDER. Where appropriate, the feminine gender may be read as the masculine gender or the neuter gender; the masculine gender may be read as the feminine gender or the neuter gender; and the neuter gender may be read as the masculine or the feminine gender.

49. MINNESOTA LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

50. FURTHER ASSURANCES. In addition to any other information which may reasonably requested, either party shall without charge at any time and from time to time hereafter, within ten (10) days after written request, certify by written instrument duly executed and acknowledged to any person, firm, or corporation specified in such request:

- a. Whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
- b. The validity and force and effect of this Lease, in accordance with its tenor as then constituted;
- c. The existence of any default known thereunder;
- d. The existence of any offsets, counterclaims, or defenses thereto known by such other party; and
- e. The commencement and expiration dates of the term of this Lease.

Any such certificate may be relied on by the party who requested it and any other person, firm, or corporation to whom it may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing it.

51. SHORT-FORM RECORDABLE LEASE. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this Lease, setting forth a description of the Premises, the term of this Lease, and options to renew, and any other portions hereof, excepting the rent provisions, as either party may request.

52. FEDERAL INCOME TAX DEDUCTIONS. Only Tenant shall have the right to take deductions on its tax returns with respect to such buildings, structures, improvements, changes, alterations, repairs, additions, and installations and the depreciation or amortization thereof; provided, however, that Landlord makes no representations or warranties as to the amount of any taxes or deductions or the treatment of any particular tax item.

53. BROKERAGE FEES. Each party hereto warrants that it has not incurred any real estate brokerage fees, finders' fees, loan brokerage fees, or any other fees to any third party in connection with this Lease, and in the event that any third party institutes legal action in an effort to recover such fees, the parties shall jointly defend such action. If a judgment is obtained against the parties jointly, the party responsible for breach of this warranty shall reimburse the other for the latter's attorneys' fees, court costs, expenses, and share of the judgment.

54. COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER.

a. Tenant acknowledges and agrees that the Premises are "**state bond financed property**", as such term is used in the Compliance Legislation and Commissioner's Order, and that therefore, the provisions contained in such statute and Order apply to the Premises and this Lease.

b. Landlord and Tenant acknowledge and agree that Landlord will not receive any money from Tenant pursuant to this Lease, and as a result thereof the Commissioner of MMB does not reasonably expect to receive any monies as contemplated by Section 4.02, paragraph (f) of the Commissioner's Order, and therefore the provisions of Section 4.05 of the Commissioner's Order do not apply.

55. RECORD KEEPING AND REPORTING. Tenant shall maintain books, records, documents, and other evidence pertaining to the costs or expenses associated with the construction of the Improvements, the operation of the State Program, and compliance with the requirements contained in this Lease and the Grant Agreement, and shall, upon ten day's prior written request, allow Landlord, State, and either the Legislative Auditor or State Auditor for the State of Minnesota, whichever is applicable, to inspect, audit, copy, or abstract, any and all of its books, records, papers, or other documents relevant to this Lease or the Grant Agreement. Tenant shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence (i) relating to the construction of the Improvements, for a period of six (6) years from the date that the Improvements have been initially constructed and put into operation, and (ii) relating to the operation of the State Program, for a period of six (6) years from the date such books, records, documents and other evidence are created.

Landlord agrees to protect such information as non-public or trade secret information to the extent such protection is available under Minnesota Statutes, Chapter 13. Nothing herein shall be construed to require Landlord to incur any costs or expenses in complying with this provision unless Tenant agrees in advance to pay or reimburse Landlord for any costs and expenses incurred by Landlord in complying with this agreement.

56. LISTING OF JOBS. Tenant shall, during the term of this Lease, list any vacant or new positions it may have with state workforce centers, as required by Minn. Stat. § 116L.66 as such may subsequently be amended, modified or replaced.

57. NON-DISCRIMINATION. Tenant agrees not to engage in unlawful discriminatory practices with respect to the Premises or the operation or management of the Facility, and it shall, with respect thereto, fully comply with all applicable provisions in Minn. Stat. Chapters 363A and 181, as such may be amended, modified or replaced.

58. WORKER'S COMPENSATION. Tenant agrees to fully comply with all applicable provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 Subd. 2, and 176.182, as such may be amended, modified or replaced, with respect to the Premises.

59. PREVAILING WAGE. Lessee agrees to comply with the applicable provisions of Minn. Stat., Chapter 177, including, but not limited to §§ 177.41 – 177.435 as amended from time to time.

60. REVIEW OF PLANS AND COST ESTIMATES. Tenant agrees that Tenant shall comply with all the applicable provisions and requirements contained in Minn. Stat. § 16B.335 and the Grant Agreement.

61. HAZARDOUS WASTE POLLUTION AND CONTAMINANTS.

a. For purposes of this Section 61, the following defined terms shall have the following meanings:

(1) Hazardous Substance means asbestos, ureaformaldehyde, polychlorinated biphenyls (“PCBs”), nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law;

(2) Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Hazardous Materials Transportation Act, §1802 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Minnesota Environmental Response and Liability Act, Minn. Stat. Ch. 115B, the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Ch. 115C, and any other federal, state, county, municipal, local or other statute, law relating to Hazardous Substances;

b. Tenant agrees to comply with all Environmental Laws applicable to the Premises. Tenant shall bear all costs and expenses arising from compliance with all Environmental Laws.

c. Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, employees and agents (hereinafter collectively referred to as the “**Indemnitees**”) from and against and shall reimburse each such Indemnitee for any and all loss, claim, liability, damage, judgment, penalty, injunctive relief, injury to person, property or natural resources, cost, expense, action or cause of action arising in connection with or as the result of the existence, use, handling, storage, transportation, manufacture, release or disposal of any Hazardous Substance in, on or under the Premises, whether foreseeable or unforeseeable, regardless of the source, the time of occurrence or the time of discovery (hereinafter collectively referred to as “**Loss**”). The foregoing indemnification against Loss includes, without limitation, indemnification against all costs in law or in equity of removal, response, investigation, or remediation of any kind, and disposal of such Hazardous Substances, all costs of determining whether the Premises are in compliance with, and of causing the Premises to be in compliance with, all applicable Environmental Laws, all costs associated with claims for damages to persons, property, or natural resources, and the Indemnitees’ reasonable consultants’ fees, court costs and expenses incurred in connection with any thereof.

62. **WAIVER OF SUBROGATION**. Tenant, on behalf of itself and its insurer, hereby waives all claims and rights of recovery against Landlord which it would, but for this Section, have to Landlord for losses occurring to the Premises and to the improvements, betterments, trade fixtures, equipment, personal property and other property located therein or thereupon:

a. to the extent actually covered by insurance required to be carried by the party waiving; or

b. to the extent actually covered by any other insurance being carried by the party waiving at the time of such occurrence.

63. **WAIVER OF CERTAIN DAMAGES**. IN CONSIDERATION OF ENTERING INTO THIS LEASE, LANDLORD AND TENANT HEREBY WAIVE AND FOREVER GIVE UP ANY RIGHT TO CLAIM OR RECOVER CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, OR DAMAGES FOR LOST INCOME OR PROFITS AS A RESULT OF ANY BREACH OF THIS LEASE OR ANY DOCUMENTS OR AGREEMENTS REFERRED TO. THE AGREEMENTS AND WAIVERS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

64. **COMPLIANCE WITH LAWS**. Tenant agrees that it will comply with all present and future laws, ordinances, and regulations, as amended and in effect from time to time, applicable to its use, occupancy, alteration or improvement of the Premises.

65. **LIMITATION ON LIABILITY**. Notwithstanding anything to the contrary in this Lease (except as otherwise provided in Sections 17, 18 and 34 herein), the Ground Lease, and the Grant Agreement, it is understood and agreed by Landlord and Tenant that no covenant, provision

or agreement of Landlord herein or in the Ground Lease or the Grant Agreement or in any other document executed by Landlord in connection with the State Program, or any obligation herein or therein imposed upon Landlord or breach thereof, shall give rise to a pecuniary liability of Landlord, its officers, employees, or agents, or a charge against Landlord's general credit or taxing powers or shall obligate Landlord, its officers, employees, or agents, financially in any way. No failure of Landlord to comply with any term, condition, covenant, or agreement therein shall subject Landlord, its officers, employees, or agents, to liability for any claim for damages, costs, or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Lease or revenues therefrom. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of Landlord. In making the agreements, provisions, and covenants set forth herein, Landlord has not obligated itself except with respect to the application of revenues hereunder as hereinabove provided and the obligation to request the G. O. Grant proceeds from the State and provide the G. O. Grant proceeds to Tenant for the construction of the Improvements. If, notwithstanding the provisions of this Section, Landlord, its officers, employees, or agents, incur any expense, or suffer any losses, claims, or damages or incur any liabilities, Tenant will indemnify and hold harmless Landlord, its officers, employees, or agents, from the same and will reimburse Landlord, its officers, employees, or agents, for any legal or other expenses incurred by Landlord, its officers, employees, or agents, in relation thereto, and this covenant to indemnify, hold harmless and reimburse Landlord, its officers, employees, or agents shall survive the termination of this Lease.

66. GRANT AGREEMENT PREVAILS. Whenever there shall exist a conflict between the provisions of this Lease and the Grant Agreement, the Grant Agreement shall prevail. Landlord shall not amend or otherwise modify the Grant Agreement without the prior written consent of Tenant.

67. DATA PRACTICES. All of the data created, collected, received, stored, used, maintained or disseminated by Tenant with regard to its performance of its duties under this Agreement are subject to the requirements of Minnesota Statutes chapter 13, the Minnesota Government Data Practices Act, and Tenant agrees to comply with those requirements as if it were the City. The remedies in Minnesota Statutes section 13.08 may apply to Tenant.

68. RECITALS. The Recitals set forth above are incorporated into this Lease as of fully set forth herein.

69. EXHIBITS INCORPORATED. The following exhibits attached hereto are incorporated into this Lease as if fully set forth herein:

- Exhibit A - Legal Description
- Exhibit B - Improvements
- Exhibit C - Grant Agreement
- Exhibit D - Allocation Percentages
- Exhibit E - Allocation Percentages
- Exhibit F - Permitted Encumbrances

[Signature pages follow]

EXHIBIT A

Legal Description

That certain real property located in Hennepin County, Minnesota, described as follows:

EXHIBIT B

Improvements

The Improvements are defined as the existing building that is located on the real property, and the renovations that are outlined in that certain Standard Form of Agreement Between Owner and Contractor between Second Harvest Heartland and PCL Construction Services, Inc., dated on or about the date of this Lease, a copy of which has been provided to Landlord.

EXHIBIT C

Grant Agreement

[see attached]

EXHIBIT D

Second Harvest Heartland¹

<u>SOURCES OF PROJECT FUNDS</u>	<u>AMOUNT</u>	<u>PERCENTAGE ALLOCATION</u>
Second Harvest Heartland LLC	\$ _____ ²	____%
State of Minnesota	\$18,000,000 ³	____%
City of Brooklyn Park	\$ _____ ⁰	____0%
Total	\$ _____ ⁴	100%

¹ Based on closing pro forma. Exact amounts to be determined upon final completion and final evidence of project costs, at which time this Exhibit shall be revised and percentages adjusted accordingly.

² This amount assumes the Loan is either repaid or no longer Priority Private Debt. If the Loan is not repaid and is payable in part as Priority Private Debt, this amount shall be reduced by the applicable amount not yet repaid and payable as Priority Private Debt, and the percentages shall be adjusted accordingly. This amount shall also be adjusted to reflect any purchase under Section 14 of the Ground Lease.

³ \$18,000,000 grant under the Grant Agreement.

⁴ Total equals total development costs exclusive of non-capital costs.

EXHIBIT E

Second Harvest Heartland⁵

<u>SOURCES OF PROJECT FUNDS</u>	<u>AMOUNT</u>	<u>PERCENTAGE ALLOCATION</u>
Second Harvest Heartland LLC	\$_____ ⁶	100%
City of Brooklyn Park	\$ <u>0</u>	<u>0%</u>
	\$_____	100%

⁵ Based on closing pro forma. Exact amounts to be determined upon final completion and final evidence of project costs at which time this Exhibit shall be revised and percentages adjusted accordingly.

⁶ This amount assumes the Loan is either repaid or no longer Priority Private Debt. If the Loan is not repaid and is payable in part as Priority Private Debt, this amount shall be reduced by the applicable amount not yet repaid and payable as Priority Private Debt, and the percentages shall be adjusted accordingly. This amount shall also be adjusted to reflect any purchase under Section 14 of the Ground Lease.

EXHIBIT F

Permitted Encumbrances

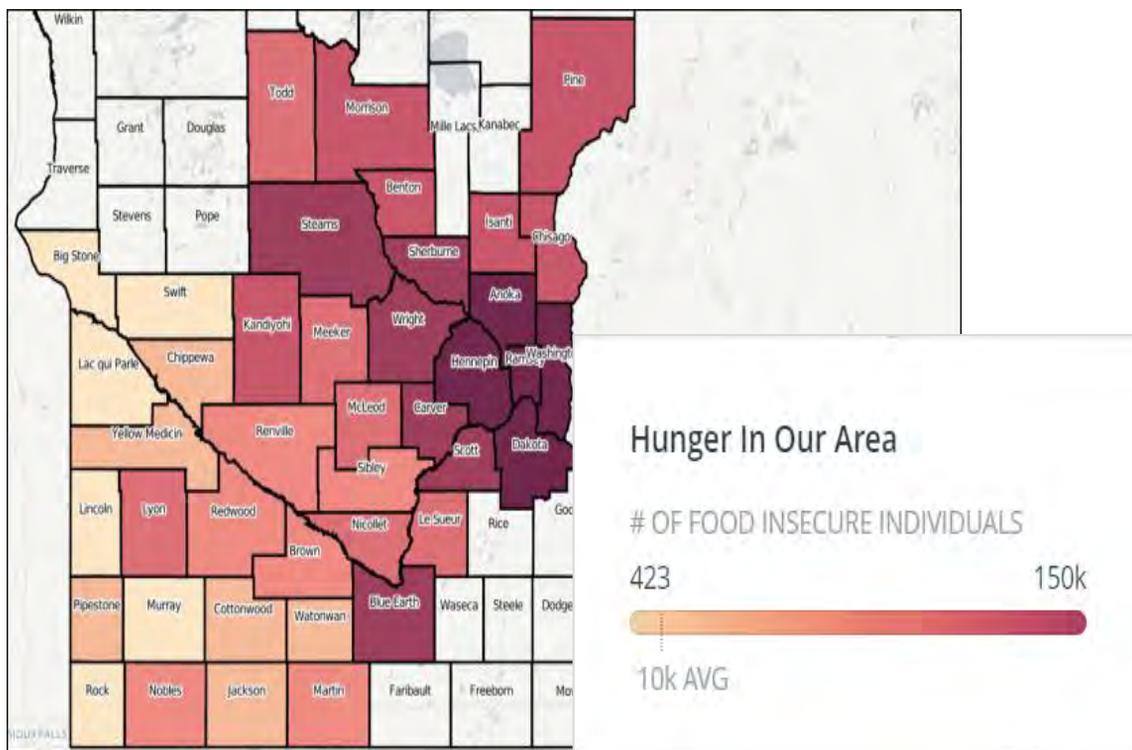
1. Real estate taxes and installments of special assessments not currently due and payable.
2. Ground Lease dated as of _____, 201_, by and between Second Harvest Heartland, a Minnesota nonprofit corporation, as lessor, and the City of Brooklyn Park, a Minnesota municipal corporation, as lessee, as evidenced by Short Form Ground Lease dated as of _____, 201_, recorded _____, 201_, as Document No. _____.
3. Lease/Use Agreement dated as of _____, 201_, by and between the City of Brooklyn Park, a Minnesota municipal corporation, as landlord, and Second Harvest Heartland LLC, a Minnesota nonprofit limited liability company, as tenant, as evidenced by Short Form Lease/Use Agreement dated as of _____, 201_, recorded _____, 201_, as Document No. _____.
4. Declaration by the City of Brooklyn Park dated _____, 201_, recorded _____, 201_ as Document No. _____.
5. Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement or similar agreement (whether one or more) by Second Harvest Heartland LLC, a Minnesota nonprofit limited liability company, in favor of Bremer Bank, which is anticipated in accordance with Section 15 of this Lease, and which will be recorded in the real estate records.
6. Recognition, Non-Disturbance and Attornment Agreement (whether one or more) among Second Harvest Heartland LLC, a Minnesota nonprofit limited liability company, Bremer Bank, and the City of Brooklyn Park, a Minnesota municipal corporation, which is anticipated in accordance with Section 15 of this Lease, and which will be recorded in the real estate records.
7. Those matters listed in the title insurance policy issued to Tenant by First American Title Insurance Company.



What is Second Harvest Heartland?

Second Harvest Heartland provides on average 75% of the food that is in turn provided by food shelves in 59 counties throughout central Minnesota and Western Wisconsin. We are the second-largest food bank in the national Feeding America network of 201 food banks.

- We provided meals for **532,000 Minnesotans** last year.
- We work through **1,000 agency partners** to both distribute and collect food. We touch every corner of Minnesota, from church basement food shelves to large urban facilities, from individual farmers to global food manufacturers.



Who Does Second Harvest Heartland Help?



Hungry people are everywhere in your life — from the single mom down the street to the friendly clerk at your local convenience store and the grandfather puttering in his yard. A surprising number are doing something they never imagined: visiting one of our agency partner’s food shelves for the first time.

In order to make ends meet, our neighbors make tough choices:

- 63% choose housing costs over food
- 71% choose transportation costs over food
- 67% choose medical care or medicine over food

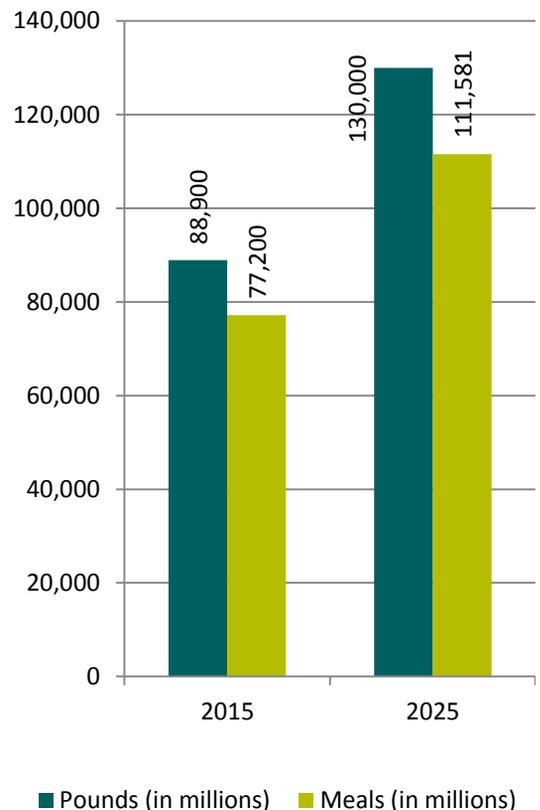
What is the need?

We have outgrown our 30 year-old facility and are landlocked for growth. Because of space restraints in our warehouse, **food is wasted** due to lack of storage, **volunteer opportunities are limited** due to space shortages, and **costs are increased** due to off-site food storage.

We have **more than doubled** food distribution from 41 million pounds in 2008 to more than 92 million in 2016. And the increase in **fresh food**, thanks to our farm and retail rescue work, is **even higher, from 23% to 55%** of our total volume distributed. We anticipate growing to **130 million pounds distributed by 2025**.

We need a new warehouse to provide more food to more people, so no one has to go hungry.

Current and projected growth



Second Harvest Heartland

Employee and Volunteer Profiles

Employee Population Profile

Second Harvest Heartland is a vibrant, active emergency food relief organization that operates 6 days per week to serve our hungry neighbors right here in Minnesota. **Our mission is to “End hunger through community partnerships” and our employee population is 100% dedicated to achieving this mission every year.** Our employee population is made up of 165 dynamic, diverse, dedicated individuals that come with a tremendous amount of professional and “life” experiences. 85% of our employees will be based out of our new facility and we know our employee and volunteer populations will naturally frequent Brooklyn Park restaurants and other businesses on a regular basis.

Our employment statistics speak to the commitment that Second Harvest Heartland has to its staff, and in turn, the staff is committed to the organization, the mission, and all the communities we serve in our 59 county operational territory (1,200 agency customers in 59 counties).

- Average years of service is 4.8 years
- In addition to offering very competitive compensation, we also offer a full benefits package to eligible employees.
- Average salary including benefits is \$64,000 per year.
- Average turnover rate for the past 8 years is 17% which is below the non-profit industry benchmark of 19.5%.
- Our employee/job growth rate has been 23% since 2012 and we anticipate further growth as we expand our operational capacity by moving into the Brooklyn Park based facility.

Volunteer Program Profile

Second Harvest Heartland’s Volunteer Center is one of the premier volunteer destinations in the Minneapolis/St. Paul metropolitan area. In 2016, our Golden Valley based facility was host to 31,900 volunteers/visitors that represented over 1000 different groups. Many of these groups come from corporations in the Twin Cities area that generously donate the time of their employees. These individuals and groups volunteer their time at our facility 5-6 days per week year round. We received over \$35,000 in charitable contributions through their giving while they were at our facility packing food for people in need (“food insecure”) within our 59 county service area in Minnesota and Western Wisconsin.

The overall composite of our volunteers and the corporations that many of them come from to serve at our facilities is **listed on page 2.**

Overall Composite of Volunteer Groups

Individuals	43.26%
Business	30.79%
Youth & Education	9.43%
Civic & Non Profit	6.86%
Family & Friends	4.92%
Faith Based	4.68%

Top Corporate Volunteer Groups

Company Name	Volunteers
Target	857
Cargill Cares Retirees	816
General Mills	778
Wells Fargo	630
US Bank	620
Optum	459
United Health Care	426
Ameriprise Financial Inc	394
United Health Group	353
Cargill	347
Walmart	344
General Mills Retirees	283
Mortenson Construction	228
Best Buy	210
Xcel Energy	197
Land O'Lakes	153
Deloitte Consulting	140

City of Brooklyn Park Request for Council Action

Agenda Item:	7.2	Meeting Date:	January 14, 2019
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Marlene Kryder, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Jeffrey Lunde, Mayor
Item:	Appointment of Council Representative to Brooklyn Park Development Corporation		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPOINT _____ AS THE CITY COUNCIL REPRESENTATIVE TO THE BROOKLYN PARK DEVELOPMENT CORPORATION. (BALANCE OF A THREE-YEAR TERM TO EXPIRE DECEMBER 31, 2020)

Overview:

This RFCA is being presented to correct the appointment language for the Brooklyn Park Development Corporation and the appointment that was made at the January 7, 2019 Council meeting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A