

## REGULAR COUNCIL MEETING – AGENDA #27

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**

**3B.1** Introduction of New Employees

**3B.2** Proclamation Declaring July 8, 2019 as "Dave Erickson Day" in the City of Brooklyn Park

**A.** PROCLAMATION

**3B.3** Early Memory Loss Project

## **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** National Incident-Based Reporting System (NIBRS) Joint Powers Agreement

**A.** RESOLUTION

**B.** AGREEMENT

**4.2** Approve Amendments to Agreements with Consultants for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange; CIP 4042

**A.** RESOLUTION – FINAL DESIGN PLANS

**B.** RESOLUTION – RIGHT OF WAY ACQUISITION

**C.** SRF AMENDMENT LETTER AND TABLE

**D.** WSB AMENDMENT TABLE

**E.** LOCATION MAP

- 4.3 Authorizing Amendments to Resolution #2019-69, Exhibit A
  - A. RESOLUTION
  - B. RESOLUTION #2019-69
- 4.4 Award the Bid for the 2019 Trail Sealcoat Project to ACI Asphalt & Concrete Inc.
  - A. RESOLUTION
  - B. BID TAB
- 4.5 Approve Construction Cooperative Agreement No. PW 52-04-18 with Hennepin County for CSAH 81 (Bottineau Boulevard) Reconstruction from 71<sup>st</sup> Avenue North to 83<sup>rd</sup> Avenue North, City CIP 4032-19, and amend 2019-2023 CIP to include \$365,000 for the Storm Sewer Utility
  - A. RESOLUTION
  - B. LOCATION MAP
  - C. AGREEMENT NO. PW 52-04-18
- 4.6 Set a Public Hearing on July 22, 2019, to Solicit Testimony and Consider Issuance of an Off-Sale Intoxicating Liquor License for D&A Maikkula Corporation dba Pixie Liquor, 1512 Brookdale Drive North, Brooklyn Park
  - A. PUBLIC HEARING NOTICE

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 Public Hearing for Vacation of the Drainage and Utility Easement on Lot 1, Block 2, Mills Addition to Brooklyn Park
  - A. RESOLUTION
  - B. PETITION
  - C. PROPOSED EASEMENT VACATION AREA

## 6. LAND USE ACTIONS

- 6.1 Second Reading – Ryan Companies US, Inc./IBEW – Rezoning, Plat, and Site Plan Review #19-111 for a Union Hall at 6648-6700 West Broadway Avenue
  - A. ORDINANCE
  - B. RESOLUTION – FINAL PLAT
  - C. RESOLUTION – SITE PLAN REVIEW
  - D. LOCATION MAP
  - F. PLANNING AND ZONING INFORMATION
  - F. APPLICANT'S NARRATIVE
  - G. PLANS

## 7. GENERAL ACTION ITEMS

- 7.1 Council Travel Policy Discussion
  - A. TRAVEL POLICY
  - B. RESOLUTION
- 7.2 Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission Amending Charter Chapters 2, 3, 4, 5, 6, 7, 8, 12, 13 and 14, and Adding Sections 4.10 and 14.01A of the Home Rule City Charter
  - A. ORDINANCE
  - B. SUMMARY ORDINANCE
- 7.3 Approve the Installation of a Traffic Signal at the Noble Parkway / 93<sup>rd</sup> Avenue Intersection and Retaining Short Elliott Hendrickson, Inc. to Prepare Plans and Specifications
  - A. RESOLUTION
  - B. S.E.H. SIGNAL PROPOSAL LETTER
  - C. LOCATION MAP
- 7.4 Authorize Burying of Utilities Along 101<sup>st</sup> Avenue
  - A. RESOLUTION
  - B. LOCATION MAP
- 7.5 Acceptance of Natural Resource Management Plan
  - A. RESOLUTION
  - B. DRAFT EXECUTIVE SUMMARY OF NATURAL RESOURCE MANAGEMENT PLAN

- C.** NATURAL RESOURCE MANAGEMENT PLAN 10-YEAR IMPLEMENTATION PLAN
- D.** COMMUNITY FEEDBACK TO NRMP PLAN

**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

<b>Agenda Item:</b>	3B.1	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Marlene Kryder Program Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Department Directors/Managers
<b>Item:</b>	Introduction of New Employees		

## City Manager's Proposed Action:

Introduction of the City of Brooklyn Park's new employees.

## Overview:

<u>Employee</u>	<u>Start Date</u>	<u>Title</u>
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### **Administration**

Chante Mitchell	June 21, 2019	Management Systems Coordinator
Fumi Pyne-Bailey	June 24, 2019	Program Assistant II

### **Recreation and Parks**

Jeanine Machan	March 26, 2019	Program Assistant III
Steve Thompson	April 22, 2019	Recreation Program Supervisor – Zanewood
Erin Johnson	May 20, 2019	Therapeutic Rec and Inclusion Spec
Wanda Mitchell	June 3, 2019	Program Assistant II – PT
Angie Pheneger	July 8, 2019	Program Assistant II – PT

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.2	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Dept:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Brad Tullberg, Parks and Facilities Manager, Recreation and Parks
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Jody Yungers, Director of Recreation and Parks
<b>Item:</b>	Proclamation Declaring July 8, 2019 as "Dave Erickson Day" in the City of Brooklyn Park		

## Overview:

The Mayor shall proclaim July 8, 2019 to be observed as "Dave Erickson Day" in the City of Brooklyn Park:

1. I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim July 8, 2019, shall be observed as "Dave Erickson Day" in the City of Brooklyn Park.

OR

2. By reading the proclamation.

Dave Erickson is being recognized for his dedication and passion to make pickleball available to all who wish to participate.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

3B.2A PROCLAMATION

# **PROCLAMATION**

## **DECLARING JULY 8, 2019 AS “DAVE ERICKSON DAY” IN THE CITY OF BROOKLYN PARK**

WHEREAS, it is the City of Brooklyn Park’s mission to be a thriving community, inspiring pride where opportunities exist for all; and

WHEREAS, having access to parks and recreation programs and facilities leads to healthy lifestyles; and

WHEREAS, the residents of Brooklyn Park have benefited from the continued dedication of Dave Erickson’s passion to make pickleball available for all; and

WHEREAS, he has set an example as a proactive citizen who has worked with city officials to make equipment and courts available while helping to promote pickleball in the City; and

WHEREAS, pickleball is one of America’s fastest growing sports and has become a popular recreation activity for residents of Brooklyn Park as part of the adult fitness program; and

WHEREAS, Dave completed an analysis of parks within Brooklyn Park to help identify Norwood Park as the ideal location for dedicated pickleball courts that were built in 2017; and

WHEREAS, Dave has gone above and beyond by giving countless hours of community service to help coordinate and promote pickleball activities for players of all abilities; and

WHEREAS, the City Council and staff would like to thank Dave Erickson for his endless devotion and contributions to support pickleball for all community members.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that Dave Erickson be recognized for his dedication and passion to make pickleball available to all who wish to participate and by declaring July 8, 2019 as “Dave Erickson Day” in the City of Brooklyn Park.

\_\_\_\_\_  
Jeffrey Joneal Lunde, Mayor



5200 85<sup>th</sup> Avenue North  
Brooklyn Park, MN 55443

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.3	<b>Meeting Date:</b>	June 8, 2019
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Jay Stroebe, City Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Dr. Joseph Gaugler of the University of Minnesota's School of Public Health
<b>Item:</b>	Early Memory Loss Project		

**City Manager's Proposed Action:** N/A

## Overview:

Over the last several years, the City of Brooklyn Park and the broader community have identified the importance of taking tangible steps to ensure our community is age-friendly, especially for our growing fifty and over population. The *Brooklyn Park 2025* community plan specifically calls out the goal of "aging adults have services and amenities to thrive and age in place." This presentation will highlight important work being launched around understanding and addressing early memory loss through a partnership between the University of Minnesota and the African Career, Education & Resource, Inc. (ACER).

## Abstract

Over 16 million individuals in the U.S. and 97,000 in Minnesota live with Alzheimer's disease and related dementias (ADRDs). There is no known cure for ADRD and persons with ADRD live with the disease anywhere from 3-20 years, with an average time from diagnosis ranging from 4 to 8 years. African Americans and Hispanics are twice and 1.5 times more likely, respectively, to have dementia than their Caucasian counterparts but are less likely to be diagnosed, in part due to system-level barriers in access and treatment. The few studies on dementia prevalence in immigrant communities show that immigrants from diverse racial and ethnic backgrounds have a higher prevalence of dementia compared with their U.S.-born counterparts. However, this body of work is small, resulting in a lack of reliable estimates of dementia prevalence among African immigrants. We also don't have information on needs and community-based resources related to dementia care among rapidly growing African immigrants in the US. There are over 2 million African-born immigrants currently living in the U.S and Minnesota has the fifth largest African-born community with 105,000 immigrants. Moreover, Hennepin County alone is among the top five counties by the concentration of African immigrants and is the county with the largest population of East African immigrants in the U.S.

The goal of this project is to fill the gap in knowledge on dementia prevalence and needs assessment among African immigrants in Minnesota to better meet their needs. To do so, we will conduct a community-engaged assessment, based on the partnership between the African Career, Education & Resource, Inc. (ACER) and the Families and Long-Term Care Projects (FLTC) of the University of Minnesota School of Public Health, guided by a Project Advisory Board.

ACER's catchment area includes areas of North Minneapolis, Brooklyn Park, Brooklyn Center, Maple Grove, Crystal, Robbinsdale, and New Hope, where census estimates indicate that 77,000 African immigrants live. The Project Advisory Board (PAB) consists of 15-20 representatives from ACER, the FLTC, and key community partners and residents in the ACER region to jointly develop culturally appropriate data collection tools, forms,

and approaches to address dementia care needs and resources. Such tools will be deployed and validated in the proposed project, allowing for dissemination well beyond Minnesota.

The project will utilize a sequential exploratory mixed methods design (qualitative data collection efforts followed by a quantitative survey) to address the following aims:

**Aim 1:** In concert with a Project Advisory Board, the ACER and FLTC team will develop a culturally informed: a) community conversation guide, and b) survey that will yield robust and in-depth information on dementia care needs and resources in the African immigrant community.

**Aim 2:** In collaboration with the FLTC team, ACER will conduct a series of community conversations on dementia using the guide developed in Aim 1 to collect in-depth, open-ended data identifying dementia care needs, knowledge, as well as areas of resilience and benefit in the community. We anticipate conducting four community conversations, including a total of 100 participants. Qualitative data from the community conversations will be used to inform the quantitative survey questions.

**Aim 3:** Using the qualitative data collected in Aims 1 and 2, the ACER and the FLTC teams will refine and administer a dementia care needs and resources survey for communities in the ACER catchment area. ACER staff will distribute the survey throughout the African immigrant community. We will have a hard copy or online versions of the survey. The FLTC team will send biweekly reminders to increase completion rates. Findings from Aim 3 will be analyzed to examine associations between modifiable factors and community needs and resources. Mixed methods analyses will also take place to reconcile findings from qualitative and quantitative analyses.

**Impact:** This is the first large scale project to assess dementia needs and assets of African immigrant older adults. The findings from this project will help identify the extent of dementia care needs and resources among African immigrants. This project could serve as a roadmap for similar projects in other diverse communities across the nation and help inform future work on promoting equity in dementia care for underserved populations.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.1	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police Department
<b>Resolution:</b>	X	<b>Prepared By:</b>	Lorelei Meyer, Support Services Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Deputy Chief Todd Milburn
<b>Item:</b>	National Incident-Based Reporting System (NIBRS) Joint Powers Agreement		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ TO AUTHORIZE THE POLICE DEPARTMENT TO ENTER INTO A JOINT POWERS AGREEMENT WITH THE MINNESOTA BUREAU OF CRIMINAL APPREHENSION TO ASSIST WITH THE IMPLEMENTATION OF CERTIFICATION OF THE INTEGRATION OF NATIONAL INCIDENT-BASED REPORTING SYSTEM (NIBRS) AND THE SUBMISSION OF CRIME STATISTICS IN THE NIBRS FORMAT AS WELL AS CRIME STATISTICS UNIQUE TO MINNESOTA (MN-NIBRS).

## Overview:

The Federal Bureau of Investigation (FBI) is requiring all law enforcement agencies throughout the United States to comply with the new NIBRS crime reporting standards by January 1, 2021. The State of Minnesota is authorized to assist local agencies in complying with this requirement via financial and technical assistance to local agencies. The State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA), is offering to enter into a Joint Powers Agreement with the Brooklyn Park Police Department, which will fund \$8,000 of the reporting interface with our vendor Tyler Technologies, New World Public Safety. Tyler Technologies, New World Public Safety, is the Police Department's records management software vendor. By entering into this proposed Joint Powers Agreement with the State of Minnesota, the Brooklyn Park Police Department will benefit by being able to comply with the FBI's new reporting requirements ahead of the 2021 deadline. This Joint Powers Agreement will provide State funding for up to \$8,000 of the total cost of the NIBRS transition. The total cost of the NIBRS implementation is \$14,000. The remaining dollars are in the IT budget.

Under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is the agency that collects incident data and through which Minnesota crime statistics are reported to the FBI. The State is in need of assistance from the Brooklyn Park Police Department to implement and certify the integration of incident reporting and the submission of crime statistics in the NIBRS format as well as crime statistics unique to Minnesota (MN-NIBRS).

Mayor Jeffrey Lunde is the Authorized Representative for the City of Brooklyn Park. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

## Primary Issues/Alternatives to Consider:

This is a mandate from the FBI.

**Budgetary/Fiscal Issues:**

The Brooklyn Park Police Department will receive reimbursement for the following deliverables throughout the project:

Deliverable	Payment
Receipt of an executed, approved Agreement between Governmental Unit and RMS vendor	\$1,000
Approval of project plan	\$1,000
Mapping document of RMS data elements to CRS data elements	\$1,000
First successful test submission	\$1,000
Completion of training provided by vendor	\$1,000
RMS documentation to support successful operation (training and/or administrative documentation)	\$1,000
Ready to submit to production CRS as evidenced by successful completion of the CRS Agency Vendor NIBRS Test Plan by Governmental Unit staff	\$1,000
Certification of submissions of all appropriate investigative and crime data by the Governmental Unit	\$1,000

The total obligation of the State under this agreement will not exceed \$8,000.00 (eight thousand dollars).

**Attachments:**

- 4.1A RESOLUTION
- 4.1B AGREEMENT

RESOLUTION #2019-

RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO A JOINT POWERS AGREEMENT WITH THE MINNESOTA BUREAU OF CRIMINAL APPREHENSION TO ASSIST WITH THE IMPLEMENTATION OF CERTIFICATION OF THE INTEGRATION OF NATIONAL INCIDENT-BASED REPORTING SYSTEMS (NIBRS) AND THE SUBMISSION OF CRIME STATISTICS IN THE NIBRS FORMAT AS WELL AS CRIME STATISTICS UNIQUE TO MINNESOTA (MN-NIBRS)

WHEREAS, the FBI is requiring all law enforcement agencies throughout the United States to comply with the new NIBRS crime reporting standards by January 1, 2021; and

WHEREAS, a partnership between the Brooklyn Park Police Department and the State of Minnesota Bureau of Criminal Apprehension (BCA) will assist local agencies in complying with this requirement via financial and technical assistance; and

WHEREAS, under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is the agency that collects incident data and through which Minnesota crime statistics are reported to the FBI. The State is in need of assistance from the Brooklyn Park Police Department to implement and certify the integration of incident reporting and the submission of crime statistics in the NIBRS format as well as crime statistics unique to Minnesota (MN-NIBRS).

WHEREAS, Mayor Jeffrey Lunde is the Authorized Representative for the Police Department and is authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the Police Department to enter into a Joint Powers Agreement with the Minnesota Bureau of Criminal Apprehension to assist with the implementation of certification of the integration of NIBRS and the submission of crime statistics in the NIBRS format as well as crime statistics unique to Minnesota (MN-NIBRS).



## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension [BCA] ("State") and the City of Brooklyn Park on behalf of its Police Department ("Governmental Unit").

### Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is the agency that collects incident data and through which Minnesota crime statistics are reported to the Federal Bureau of Investigation (FBI). The FBI has established January 1, 2021, as the deadline by which all states must submit crime statistics in the National Incident-Based Reporting System (NIBRS) format. The State is in need of assistance from the Governmental Unit to implement and certify the integration of incident reporting and the submission of crime statistics in the NIBRS format as well as crime statistics unique to Minnesota (MN-NIBRS).

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires on June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

Law enforcement agencies in the State of Minnesota are required to report crime statistics to the State. In turn, the State reports those statistics to the FBI. See Minnesota Statutes § 299C.05. Current crime statistics reporting has less detail than is required to be MN-NIBRS compliant. The State has funding available to assist the Governmental Unit to implement and certify crime statistics reporting to meet MN-NIBRS requirements as well as submit incident data for use during investigations. See Minnesota Statutes § 299C.40.

The Governmental Unit will:

1. Continue to submit its crime statistics as it does on the effective date of this agreement until its submissions have been certified by State as MN-NIBRS compliant.
2. Coordinate and communicate with any other government agencies using Governmental Unit's records management system (RMS) to do crime reporting to ensure that all understand the benefits of transitioning to NIBRS.
3. Draft an agreement with its RMS vendor to implement an electronic submission format that will report its incident data in a way that meets BCA requirements and crime statistics in a way that meets MN-NIBRS requirements. The agreement must provide that the vendor: (a) make the work done for the Governmental Unit compliant with State's requirements as listed below in Items 9 and 10; (b) be informed of changes to the requirements in Items 9 and 10; (c) provide vendor with documentation of the Crime Reporting System (CRS); (d) require the vendor to assist in the resolution of any errors during the testing period and these fixes be made available to existing and future MN-NIBRS installations at no additional cost; and (e) require that the vendor will provide the Governmental Unit with any documentation necessary for the successful operation of the submissions.
4. Submit the draft agreement with its RMS vendor to State for approval prior to execution.
5. Create a project plan with its vendor that shows how the vendor will ensure that all the work required for the Governmental Unit to submit incident data and MN-NIBRS complaint crime statistics are within the term of this Agreement.
6. Submit the project plan with its RMS vendor to State for approval.
7. The Governmental Unit cannot authorize work on the implementation of the MN-NIBRS compliant submissions until the State has approved the draft agreement, it has been completely executed and the project plan has been

approved by State.

8. Require its own staff and that of the RMS vendor to attend the periodic status meetings and demonstrations organized by the State.
9. Assure that the vendor installs a version of software that has been previously certified by the State at another Minnesota agency.
10. Ensure that the implementation meets the requirements of the State of Minnesota Non-Visual Access Standards ([https://mn.gov/mnit/assets/Std\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Std_State_Accessibility_tcm38-61585.pdf)), CRS Vendor Adapter Specifications, and CRS Data Mapping Requirements, all of which are posted on the BCA website at [https://bcanextest.x.state.mn.us/launchpad/training/training.cgi?cat\\_id=24](https://bcanextest.x.state.mn.us/launchpad/training/training.cgi?cat_id=24) and updated from time to time. These documents and any revisions posted to the website are incorporated by reference. The Governmental Unit is responsible for checking the website periodically for updates to these documents and providing any changes to its vendor.
11. Test its electronic submissions in the State's test environment according to the "CRS Agency Deployment NIBRS Test Plan" provided by the BCA website and updated from time to time. This document and any revisions posted to the website are incorporated by reference. The Governmental Unit is responsible for checking the website periodically for updates.
12. Achieve certification for its electronic submissions by sending three (3) consecutive months of MN-NIBRS compliant statistics with an error rate below 4% each month. This requirement applies to all government agencies doing crime reporting via the RMS.
13. Change to reporting crime statistics in coordination with the State at a date and time specified by the state.

The State will:

- A. Accept Governmental Unit's crime statistics in the format in use on the effective date of this Agreement.
- B. Provide the documents listed in Items 9 and 10 above and keep them current including any changes made by the State or FBI.
- C. Review Governmental Unit's agreement with its RMS vendor for the required content and either approve or reject the agreement. State will notify Governmental Unit what has to be changed to receive approval. State will act within 10 business days of receiving the draft agreement.
- D. Review Governmental Unit's project plan within 10 business days of submission. State will either approve or reject the project plan. State will notify Governmental Unit what has to be changed, if anything, to receive approval.
- E. Schedule periodic status meetings and demonstrations as needed to ensure the project is completed.
- F. Provide electronic schema and sample submission files that Governmental Unit can share with its vendor.
- G. Provide access to its test environment so that Governmental Unit can test its submissions.
- H. Verify and validate Governmental Unit's submissions during the test period.
- I. Provide training to Governmental Unit on the submission requirements and best practices for MN-NIBRS compliance.
- J. Verify and validate Governmental Unit's submissions during the certification period including those made by government agencies using the RMS.
- K. Issue written certification of MN-NIBRS compliance to Governmental Unit and any other government agencies submitting using the RMS when the standards for submission have been met.
- L. Provide access to its production environment and authorize Governmental Unit to switch to MN-NIBRS reporting following the written certification.

### 3 Payment

The State will make payments to the Governmental Unit in accordance with the following deliverables list.

Deliverable	Payment
Receipt of an executed, approved Agreement between Governmental Unit and RMS vendor	\$1,000
Approval of project plan	\$1,000
Mapping document of RMS data elements to CRS data elements	\$1,000
First Successful Test Submission	\$1,000
Completion of Training Provided by Vendor	\$1,000
RMS Documentation to support successful operation (training and/or administrative documentation)	\$1,000
Ready to submit to production CRS as evidenced by successful completion of the CRS Agency Vendor	\$1,000

NIBRS Test Plan by Governmental Unit staff	
Certification of submissions of all appropriate investigative and crime data by the Governmental Unit	\$1,000

The total obligation of the State under this agreement will not exceed \$8,000.00 (Eight Thousand Dollars and No Cents).

#### 4 Authorized Representatives

The State's Authorized Representative is the person below or her successor:

Name: Dana Gotz, Deputy Superintendent  
Address: Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Street East  
Saint Paul, MN 55106  
Telephone: 651.793.1007  
Email Address: [dana.gotz@state.mn.us](mailto:dana.gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name: Jeffrey Lunde, Mayor  
Address: 5400 85<sup>th</sup> Ave N  
Brooklyn Park, MN 55443  
Telephone: 763.493.8010  
Email Address: [Jeffrey.lunde@brooklyn park.org](mailto:Jeffrey.lunde@brooklyn park.org)

#### 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

#### 6 Liability

The State and Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

#### 7 State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

#### 8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9 Venue**

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10 Termination**

**10.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)**

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVERifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

**12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6, Liability; 7, Audits; 8, Government Data Practices; and 9, Venue.

**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: \_\_\_\_\_

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

SWIFT PO Number: 3-59771

**2. GOVERNMENTAL UNIT**

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**3. DEPT. OF PUBLIC SAFETY; BCA**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Office of State Procurement

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

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

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.2	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Operations and Maintenance – Engineering Division
<b>Resolution:</b>	XX	<b>Prepared By:</b>	Jeff Holstein, City Transportation Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	5	<b>Presented By:</b>	Jesse Struve, City Engineer
<b>Item:</b>	Approve Amendments to Agreements with Consultants for the Trunk Highway 169 / 101 <sup>st</sup> Avenue Interchange; CIP 4042		

## City Manager's Proposed Actions:

- 1) MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_\_ TO APPROVE AMENDING THE SUPPLEMENTAL LETTER AGREEMENT WITH SRF CONSULTING GROUP, INC. TO PREPARE FINAL DESIGN PLANS AND SPECIFICATIONS FOR THE TRUNK HIGHWAY 169 / 101<sup>ST</sup> AVENUE INTERCHANGE; CIP 4042.
- 2) MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_\_ TO APPROVE AMENDING THE SUPPLEMENTAL LETTER AGREEMENT WITH WSB & ASSOCIATES, INC. TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR THE TRUNK HIGHWAY 169 / 101<sup>ST</sup> AVENUE INTERCHANGE; CIP 4042.

## Overview:

At the July 23, 2018 City Council meeting, the City Council approved retaining the SRF Consulting Group Inc. (Resolution #2018-103) and WSB & Associates, Inc. (Resolution #2018-104) to prepare final design plans and specifications and to provide right of way acquisition services, respectively, for the Highway 169 / 101<sup>st</sup> Avenue Interchange Project. Supplemental letters of agreement and attached work scopes were executed with each consultant for the project.

The scope of the project expanded to include several design and right of way acquisition items that were not anticipated in the earlier work scopes and executed agreements. These include the following:

## Design

- Value Engineering Study
- Revisions to Staff Approved Layout due to VE Study
- Coordination with Xcel on Distribution Line and Easement
- Adding MnDOT Regional Traffic Management Center Items
- Target parcel sketches and quit claim figures
- Adding all of Jefferson/101<sup>st</sup> Intersection
- Environmental Document Revisions
- Grace Fellowship Church Access Study
- Grace Fellowship Underground tank investigation
- Additional signs due to MnDOT sign changes
- Target (Parcel 13) Registered Land Survey
- Fencing and Lighting plans
- Additional project meetings and coordination with MnDOT

### Right of Way Acquisition

- Additional meetings with City and MnDOT due to multiple design changes
- Additional parcel sketches and parcel descriptions due to design changes
- Additional relocation work including two businesses
- Additional work due to offers to potentially purchase entire parcels (EDA offers)

The original approved cost for the design services agreement with the SRF Consulting Group, Inc. was \$799,700. Adding the out of scope items would increase this amount by \$195,565 to \$995,265. The original approved cost for the right of way acquisition services agreement with WSB & Associates, Inc. was \$97,182. Adding the out of scope items would increase this amount by \$39,722 to \$136,904.

City staff has reviewed these items and costs and find them to be reasonable and necessary. Staff recommends the City Council approve amending the agreements with the SRF Consulting Group, Inc. to prepare final design plans and specifications and with WSB & Associates, Inc. for right of way acquisition services for the TH 169 / 101<sup>st</sup> Avenue Interchange.

**Primary Issues/Alternatives to Consider:** N/A

### **Budgetary/Fiscal Issues:**

This project is included in the 2019-2023 CIP as CIP 4042 with expenditures for design and right of way acquisition services (\$2 million) assumed for 2019. The budgeted amount should accommodate the additional \$235,387.

### **Attachments:**

- 4.2A RESOLUTION – FINAL DESIGN PLANS
- 4.2B RESOLUTION – RIGHT OF WAY ACQUISITION
- 4.2C SRF AMENDMENT LETTER AND TABLE
- 4.2D WSB AMENDMENT TABLE
- 4.2E LOCATION MAP

RESOLUTION #2019-

RESOLUTION TO APPROVE AMENDING THE SUPPLEMENTAL LETTER AGREEMENT  
WITH SRF CONSULTING GROUP, INC. TO PREPARE FINAL DESIGN PLANS AND SPECIFICATIONS FOR  
THE TRUNK HIGHWAY 169 / 101<sup>ST</sup> AVENUE INTERCHANGE; CIP 4042

WHEREAS, a Master Agreement (four-year duration) with SRF Consulting Group, Inc. was approved for Planning / Land Use and Engineering services by the City Council on June 12, 2017; and

WHEREAS, the Master Agreement provides for individual projects to be negotiated by supplemental letter agreements; and

WHEREAS, on July 23, 2018, the City Council approved Supplemental Letter Agreement #22 with the SRF Consulting Group, Inc. to prepare final design plans and specifications for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange at a cost of \$799,700; and

WHEREAS, additional out of scope items have been provided or will be provided by SRF to complete the design services at a cost of \$195,565 and these items have been reviewed by staff and determined to be complete and of reasonable cost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve amending the Supplemental Letter Agreement with SRF Consulting Group, Inc. to include these additional items to prepare final design plans and specifications for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange.

RESOLUTION #2019-

RESOLUTION TO APPROVE AMENDING SUPPLEMENTAL LETTER AGREEMENT  
WITH WSB & ASSOCIATES, INC. TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR THE  
TRUNK HIGHWAY 169 / 101<sup>ST</sup> AVENUE INTERCHANGE; CIP 4042

WHEREAS, a Master Agreement (four-year duration) with WSB & Associates, Inc. was approved for Planning / Land Use and Engineering services by the City Council on June 12, 2017; and

WHEREAS, the Master Agreement provides for individual projects to be negotiated by supplemental letter agreements; and

WHEREAS, on July 23, 2018, the City Council approved Supplemental Letter Agreement #1 with WSB & Associates, Inc. to provide right of way acquisition services for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange at a cost of \$97,182; and

WHEREAS, additional out of scope items have been provided or will be provided by WSB to complete the right of way acquisition services at a cost of \$39,722 and these items have been reviewed by staff and determined to be complete and of reasonable cost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve amending the Supplemental Letter Agreement with WSB & Associates, Inc. to include these additional items to provide right of way acquisition services for the Trunk Highway 169 / 101<sup>st</sup> Avenue Interchange.



SRF No. 11431

July 1, 2019

Mr. Jeff Holstein  
 Project Manager/City Transportation Engineer  
 City of Brooklyn Park  
 5200 85<sup>th</sup> Ave North,  
 Brooklyn Park, MN, 55304

Subject: 101<sup>st</sup> & TH 169 Interchange  
 Request for Contract Amendment; Preliminary and Final Design

Dear Mr. Holstein:

This letter is a request for a contract amendment to cover costs for changed conditions that resulted in revisions to the agreed upon project scope. Below is a description of the work areas where we spent additional effort beyond the original project scope. Attached is a table showing the additional hours spent with the corresponding work area.

- **Revisions to MnDOT Staff Approved Layout** – The scope of work for final design was based on the assumption that the geometric layout was set and MnDOT would provide staff approval in early 2017 based on their previous review and input. With ongoing development scenarios and differing traffic generators under consideration, it was necessary to reconsider the layout to both handle the projected traffic and meet current trunk highway/interchange design standards. This process has been ongoing with MnDOT with the layout getting final approval in June 2019. SRF advanced the final design concurrently with the layout to maintain the project schedule of a fall 2019 letting.
- **Value Engineering Study** – After submittal of the original geometric layout, MnDOT determined that the project met the threshold for a formal VE study by an outside consultant. SRF participated in the daily activities of the VE study and provided technical information for the VE consultant to complete their work. The VE study was a weeklong process of meetings and field visits. As a follow up to the formal VE study findings, SRF developed technical responses, cad drawings and cost estimates, and met with MnDOT design staff to vet the alternatives developed and provide recommendations for implementation.
- **Environmental Document Revisions** – Following changes to the geometric layout, the project footprint changed which lead to the need for an updated Project Memorandum (PM) and approval from Federal Highway Administration (FHWA). This work required significant coordination with MnDOT Federal Aid staff and progressed in parallel with the design revisions during both the preliminary and final design phases.

[www.srfconsulting.com](http://www.srfconsulting.com)

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 1.866.440.6364

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- **Additional Parcel Sketches and Quit Claim** – In an effort to save project costs, we continuously looked for opportunities to minimize and/or adjust impacts to impacted properties along the corridor. In doing so, additional parcel sketches (beyond the original scope) were needed to keep the right-of-way process moving forward. Several properties owned by Target Corp. were adjusted for impacts as the final decision of access to Grace Fellowship was resolved. As part of the Quit Claim process with Target, additional figures were needed to satisfy the legal requirements of land transfer.
- **ITS Design for the Roadway** – During project development, MnDOT determined traffic cameras would be added to the project in support of their Regional Transportation Management Center (RTMC). SRF coordinated with MnDOT ITS staff and developed the necessary plan sheets to be included in the final PS&E package. The initial project scope had not included this work since MnDOT had not yet made the determination.
- **Access Study for Grace Fellowship** – Several options were investigated for access to the church property since direct access to 101<sup>st</sup> Ave. was no longer feasible. SRF did a study to look at traffic flow operations from the parking lot after a church service to determine the delay to exit the lot. SRF provided multiple figures showing driveway alignments across Target property to support City negotiations with Target Corp. for acquisition.
- **Extension of design west of Jefferson Highway** – It was determined to include design elements (pedestrian ramps, signal modifications and striping adjustments) on the Maple Grove side of Jefferson Highway during final plan review. This work required additional plan sheets and project numbers to be added to the overall plan set.
- **Fencing Plan** – A fencing plan was not included in the original scope since the project is in a transition area between limited access to the south and expressway to the north along TH 169. After review by MnDOT Maintenance, it has been determined a fencing plan is desired which would essentially follow the limited access boundary along MnDOT's future right of way. The fencing used would also be higher than standard height to deter deer crossing in the area.
- **East end connection** – Given the unknown schedule of the Blue Line LRT project, it was necessary to develop a design to accommodate the interim condition on the east end where 101<sup>st</sup> Ave. connects into existing condition.
- **Miscellaneous Items** – There were several miscellaneous tasks including a Feasibility Study to support the 429 Assessment process, Signal interconnect, Xylon alignment revisions, preliminary bridge delays with MnDOT, and overall project management as the project schedule extended beyond the original timeline.
- **Work to finish** – Also included is the work yet to be finished through final approval of the PS&E. Costs shown in the table are projected costs based on our best estimate to complete and gain the needed approvals. These items are considered additional work because it is based on rework resulting from earlier changes to the plans. For example, we recently received direction from the State Aid Office on changes to how the project cost breakdowns need to be

Mr. Jeff Holstein  
City of Brooklyn Park

July 1, 2019  
Page 3

show in the plans. This was a recent direction where our design team had to compute quantity breakdowns a second time to meet this requirement.

- The additional project management item is due to the complexity and duration of the project. Our project management team (Kevin and Chris T) spent significant time coordinating with the various review agencies from beginning to end to ensure project requirements were met and approvals were achieved. Additional meetings from our original scope were required along with extended timelines led to higher costs incurred by SRF. One example is the Geometric Layout. SRF worked extensively with both the Metro District design teams and the State Geometric Design Support Unit (GDSU) group for approximately two years to gain staff approval. Final design has also extended beyond the timeline anticipated in our original scope by approximately 6 months. These are two examples of added project management time spent to deliver the final deliverables.

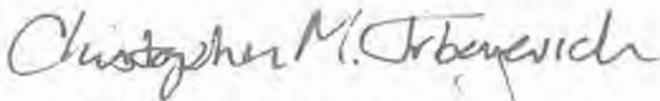
Attached is a table showing additional hours and costs incurred to respond to the out-of-scope items listed above. Our requested amount is \$195,565.

By working with you and your staff and through ongoing coordination with MnDOT personnel, an estimated cost savings of more than \$1.5M has been identified including both construction costs (materials & labor) and acquisition of needed right of way from adjacent property owners.

Thank you for the opportunity to provide these additional design services on this important project. We are available for a meeting at your convenience to discuss this amendment and to answer any questions related to this request.

Sincerely,

SRF CONSULTING GROUP, INC.



Christopher M. Trbojevich, PE (MN WI)  
Project Manager, Principal



Kevin M. Jullie, PE (MN ND)  
Principal

CMT/KMJ/jal

Enclosure: Fee Estimate of Cost of Additional Services *C:\Users\kjullie\Desktop\190627 BP amendment request.docx*

		Principal	Senior Associate	Associate	Senior Engineer	Engineer	Technician	Hours	Rate	Dollars
<b>Additional Work Items</b>										
<b>Staff-Approved Layout</b>								<b>363.5</b>		<b>\$50,400.12</b>
	Kevin Jullie							54	\$173.97	\$9,394.38
	Matt Hardegger				29.5			29.5	\$ 94.02	\$2,773.59
	Scott Martins						35	35	\$129.69	\$4,539.15
	Ben Robeck			11.5				11.5	\$111.96	\$1,287.54
	Tyler Smith				60			60	\$105.03	\$6,301.80
	Noah Schmidt					30		30	\$ 92.67	\$2,780.10
	Chris Trbojevich	94						94	\$164.94	\$15,504.36
	Kyle Dobias		48.5					48.5	\$157.14	\$7,621.29
	Curt Sohn			1				1	\$197.91	\$197.91
<b>VE Study Items</b>								<b>49</b>		<b>\$8,407.14</b>
	Kevin Jullie	36						36	\$173.97	\$6,262.92
	Chris Trbojevich	13						13	\$164.94	\$2,144.22
<b>Utility Coordination / ROW for Xcel</b>								<b>36</b>		<b>\$4,775.76</b>
	Tyler Smith				20			20	\$105.03	\$2,100.60
	Kevin Jullie	4						4	\$173.97	\$695.88
	Chris Trbojevich	12						12	\$164.94	\$1,979.28
<b>Environmental Document Revisions</b>								<b>174</b>		<b>\$24,582.90</b>
	Kevin Jullie	30						30	\$173.97	\$5,219.10
	Brett Danner	84						84	\$155.50	\$13,062.00
	Tyler Smith	60						60	\$105.03	\$6,301.80
<b>Target Parcel Sketches &amp; Quit Claim Figure</b>								<b>48</b>		<b>\$7,917.12</b>
	Chris Trbojevich	48						48	\$164.94	\$7,917.12
<b>Xylon Revision</b>								<b>22.5</b>		<b>\$2,286.11</b>
	Matt Hardegger					7		7	\$ 94.02	\$658.14
	Tyler Smith			15.5				15.5	\$105.03	\$1,627.97
<b>Signal Interconnect</b>								<b>12</b>		<b>\$1,447.53</b>
	Adrian Potter		1					1	\$152.88	\$152.88
	Luke James			1				1	\$ 99.15	\$99.15
	Mark Bressler						10	10	\$119.55	\$1,195.50
<b>RTMC</b>								<b>134</b>		<b>\$16,049.36</b>
	Jake Folkeringa		95.5					95.5	\$132.09	\$12,614.60
	Qamir Al-Dik			17.5				17.5	\$ 87.84	\$1,537.20
	Katherine H			10.5				10.5	\$ 89.52	\$939.96
	Darrin R.			10.5				10.5	\$ 91.20	\$957.60
<b>Drainage</b>								<b>24</b>		<b>\$2,976.40</b>
	Eric R	8						8	\$172.95	\$1,383.60
	Meagan					8		8	\$ 91.02	\$728.16
	Andrew T					8		8	\$108.08	\$864.64
<b>Prelim Bridge Coordination</b>								<b>40</b>		<b>\$5,204.40</b>
	Lindsey H			40				40	\$130.11	\$5,204.40
<b>Maple Grove Additions</b>								<b>40</b>		<b>\$4,536.72</b>
	Chris Trbojevich	6						6	\$164.94	\$989.64
	Nathan Poole				14			14	\$103.32	\$1,446.48
	Tyler Smith				20			20	\$105.03	\$2,100.60
<b>Church Access Study</b>								<b>22</b>		<b>\$3,116.21</b>
	Phill Kulis				4.5			4.5	\$121.17	\$545.27
	Ben Brassler					12		12	\$101.04	\$1,212.44
	Marie Cote	5.5						5.5	\$247.00	\$1,358.50
<b>Additional Signs</b>								<b>76.5</b>		<b>\$11,145.48</b>
	Adrian Potter		60					60	\$152.88	\$9,172.80
	Lindsey H.			10				10	\$130.11	\$1,301.10
	Jim Hoffman						6.5	6.5	\$103.32	\$671.58
	Nathen Poole									
								<b>1041.5</b>		<b>\$142,845.25</b>

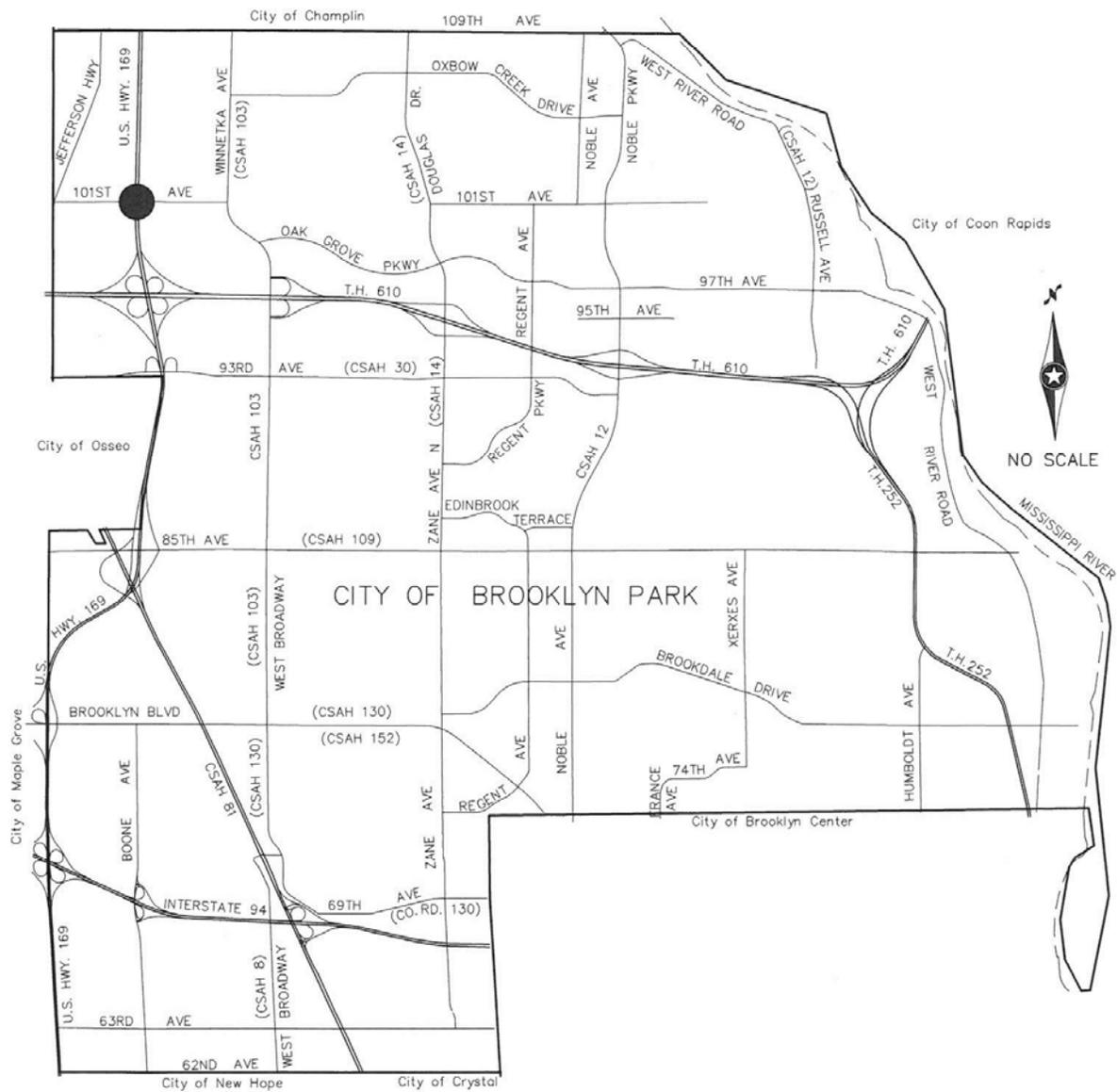
**Projected Work Needed to Complete**

	Hrs	Eff Rate	Value
Land Survey for Quit Claim Areas	26	\$140.00	3640
Underground storage tank location investigation	20	\$140.00	2800
Roadway Design/Plan Review Comments	130	\$120.00	15600
Fencing Plan	20	\$120.00	2400
Drainage	40	\$115.00	4600
Sign redesign	70	\$120.00	8400
Update SEQ sheets with updated funding splits	40	\$100.00	4000
Traffic Design and Analysis	40	\$120.00	4800
Lighting	12	\$115.00	1380
Project Management	30	\$170.00	5100
<b>Sub Total</b>	<b>382</b>		<b>\$52,720.00</b>

Original Contract Amount	\$ 799,655.60
Additional Work Items	\$142,845.25
Projected Work Needed to Complete	\$52,720.00
Proposed new contract amount	\$ 995,220.85
<b>Amendment #1 Request</b>	<b>\$195,565.25</b>

WSB & Associates Inc Amendment # 1 TH 169 / 101st Ave Interchange Final Design City of Brooklyn Park 6/18/2019							
Phase	TASKS	Project Manager	Right of Way Agent	Survey Technician	Survey Crew	Total Hours	Amendment # 1
						Total	
1.	Project Management						
1.1	a. Amendment includes additional meetings with City, SRF and DOT due to multiple design changes	4	24			28	\$3,340
2.	Parcel Sketch, Legal Descriptions						
2.1	a. Design changes on the project resulted in multiple revisions to the legal descriptions and sketches. The amount shown reflects the actual hours billed by our survey staff plus coordination time by the ROW agent & manager.	4	4	80		88	\$10,700
3.	Relocation - Original Estimate included relocation on four (4) single family residences and 1 sign						
3.1	a. Amendment # 1 reflects a total of 7 relocations: 4 residential relocations (2 owners/2 tenants) one landlord and 2 businesses. b. Business relocations are more complex requiring an estimated 60 hours per business relocation. c. Since there is no sign being relocated (estimated at 4 hours) the amendment for the landlord relocation (estimated 24 hours) leaves a net increase of 20 hours.	8	140			148	\$16,984
4.	Direct Purchase Activities						
4.2	Direct Purchase Activities						
	a. Additional coordination due to potential total acquisitions on several parcels by the EDA.	2	24			26	\$3,014
4.4	Coordination with private utilities and private easements						
	a. Additional tasks were provided to the City, SRF and utility companies in regard to the work requirements for this task	4	36			40	\$4,684
<b>Sub-Total Cost - WSB Staff</b>							<b>\$38,722</b>
		<b>Total Hours</b>	<b>22</b>	<b>228</b>	<b>80</b>	<b>0</b>	<b>330</b>
		<i>Hourly Rates</i>	<i>\$163.00</i>	<i>\$112.00</i>	<i>\$120.00</i>	<i>\$185.00</i>	
		<b>Total Salary Costs</b>	<b>\$3,586.00</b>	<b>\$25,536.00</b>	<b>\$9,600.00</b>	<b>\$0.00</b>	<b>\$38,722.00</b>
<b>Sub-Consultants</b>				<b># of Parcels</b>	<b>Per Parcel</b>		
Title Commitments (2 additional titles)				2	\$500.00	\$1,000.00	
<b>Sub-Consultant Total</b>						<b>\$1,000.00</b>	
<b>Amendment # 1 Request</b>						<b>\$39,722.00</b>	
<b>8-6-2018 Contract Amount</b>						<b>\$97,182.00</b>	
<b>Total Contract</b>						<b>\$136,904.00</b>	
<b>Assumptions:</b>							
The hours shown above do not include time for condemnation assistance. WSB staff can assist the City with this work but those services would be billed based on time at the 2019 staff rates.							

# TH 169/101ST AVE INTERCHANGE PROJECT DESIGN SERVICES AND RIGHT OF WAY ACQUISITION SERVICES CIP #4042



● PROPOSED PROJECT



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.3	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Operations and Maintenance - Engineering Services Division
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jeff Holstein, P.E., P.T.O.E. City Transportation Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Jesse Struve, City Engineer
<b>Item:</b>	Authorizing Amendments to Resolution #2019-69, Exhibit A		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ AUTHORIZING AMENDMENTS TO EXHIBIT A TO RESOLUTION #2019-69.

## Overview:

On April 22, 2019, the City Council adopted Resolution #2019-69 authorizing acquisition by eminent domain of certain parcels of land in connection with the Trunk Highway 169/101<sup>st</sup> Avenue Interchange Project, City Project CIP 4042-19. The parcels of land were described in Exhibit A to Resolution #2019-69. At that time, Exhibit A did not include the rights of ingress and egress in the description of the Real Property Interests being acquired for Parcels 4, 5, 6, 7, 8, 9, and 10. City staff has now determined that the rights of ingress and egress for Parcels 4, 5, 6, 7, 8, 9, and 10 should be part of the property rights that the City is acquiring. Staff is therefore requesting that the City Council amend Exhibit A to Resolution #2019-69 to include those rights.

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

Project No. 4042-19 is included in the City's 2019-2023 Capital Improvement Plan. Funding is planned to come from the City's EDA, special assessments and grants.

## Attachments:

- 4.3A RESOLUTION
- 4.3B RESOLUTION #2019-69

RESOLUTION #2019-

RESOLUTION AUTHORIZING AMENDMENTS  
TO EXHIBIT A TO RESOLUTION #2019-69

WHEREAS, by Resolution #2019-69, the City Council authorized acquisition by eminent domain of certain parcels of land described in Exhibit A to that Resolution in connection with the Trunk Highway 169/101<sup>st</sup> Avenue Interchange Project, City Project CIP 4042-19; and

WHEREAS, Exhibit A to Resolution #2109-69 did not include the acquisition of rights of ingress and egress in the description of the Real Property Interests being acquired for Parcels 4, 5, 6, 7, 8, 9, and 10; and

WHEREAS, the City Council desires to amend Exhibit A to include the acquisition of rights of ingress and egress for Parcels 4, 5, 6, 7, 8, 9, and 10.

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

1. The "Description of Highway Right-of-Way (Fee Acquired)" for Parcel 4 in Exhibit A to Resolution #2019-69 is amended to add the following provision: "Together with all right of access, being the right of ingress to and egress from the hereinbefore described property excepting therefrom the westerly 359.68 feet of said property."
2. The "Description of Highway Right-of-Way (Fee Acquired)" for Parcels 5, 6, 7, 8, 9, and 10 in Exhibit A to Resolution #2019-69 is amended to add the following provision: "Together with all right of access, being the right of ingress to and egress from the hereinbefore described property."
3. The City Clerk is authorized and directed to make the above changes to Exhibit A to Resolution #2019-69.

RESOLUTION #2019-69

RESOLUTION AUTHORIZING APPROVAL OF APPRAISED VALUES,  
OFFERS FOR COMPENSATION, AND ACQUISITION BY  
EMINENT DOMAIN FOR CIP 4042-19, TH 169/101<sup>ST</sup> AVENUE INTERCHANGE

WHEREAS, the City of Brooklyn Park is a municipal corporation organized and operating under Minnesota law, and is authorized by Section 11.01 of its City Charter, and by Minnesota Statutes Section 465.01, to acquire private property for an authorized public purpose, using the procedure prescribed by Minnesota Statutes, Chapter 117; and

WHEREAS, in cooperation with the Minnesota Department of Transportation (“MnDOT”), the City has undertaken a project known as the Trunk Highway 169/101<sup>st</sup> Avenue Interchange Project, City Project CIP 4042-19 (the “Project”) and by Resolution #2019-49, the City Council approved proceeding with the Project; and

WHEREAS, the Project involves the construction of an interchange at Trunk Highway (“TH”) 169 and 101<sup>st</sup> Avenue; and

WHEREAS, the City is responsible for obtaining the necessary right of way for the Project; and

WHEREAS, the City and MnDOT agree that the current northbound and southbound right in/right out access at the Project location needs to be removed and that the ultimate design of this junction should be a full movement folded diamond type interchange with auxiliary lanes along TH 169 between TH 610 and 101<sup>st</sup> Avenue; and

WHEREAS, the interchange is included in the City’s 2019-2023 Capital Improvement Plan, the City’s Comprehensive Plan and the State Transportation Improvement Plan; and

WHEREAS, the need for the interchange is significant for safety and congestion reduction reasons and is expected to become an even greater need following the development of the northwest area of Brooklyn Park; and

WHEREAS, it is necessary to acquire real property interests, as described in Exhibit A, attached hereto, in furtherance of the Project (collectively the “Real Property Interests”); and

WHEREAS, the City Council finds that it is reasonably necessary, proper, and convenient, and in the interest of the general welfare that the City acquire title to and possession of the Real Property Interests in furtherance of the Project; and

WHEREAS, the City has engaged an independent real estate appraiser to provide the City with the appraiser’s opinion of damages caused by the City’s acquisition of the Real Property Interests needed for the Project; and

WHEREAS, the City Council finds that the construction schedule for the Project makes it necessary to acquire title and possession of the Real Property Interests before the filing of the final report of the condemnation commissioners to be appointed by the district court; and

WHEREAS, the City needs to acquire the Real Property Interests before bids can be let for the construction of the Project; an

WHEREAS, the Project is scheduled to commence construction during the 2019 construction season.

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

1. That the acquisition by the City of the Real Property Interests described on Exhibit A is necessary and for a public purpose in furtherance of the Project;
2. That the proper City officers and agents are authorized and directed to acquire the Real Property Interests needed for the Project by voluntary negotiation and, if necessary, through the exercise of the power of eminent domain;
3. That the City Engineer is authorized to approve the appraised value for the Real Property Interests if the City Engineer determines that the independent appraisals adequately reflect the fair market value thereof for the purposes of Minn. Stat. § 117.042;
4. That the proper City officers and agents are authorized and directed to extend offers of compensation to the respective landowners for the Real Property Interests needed for the Project consistent with the independent appraisals, and to attempt to negotiate the voluntary acquisition of the Real Property Interests;
5. That the City Council deems it necessary in order to meet the anticipated construction schedule for the Project to acquire title to and possession of the Real Property Interests before the filing of a final report of commissioners;
6. That the law firm of Kennedy & Graven, Chartered is authorized and directed to take all steps necessary on behalf of the City to acquire the Real Property Interests through eminent domain, pursuant to Minn. Stat. Chapter 117, if not timely acquired by voluntary negotiation, including filing an action in eminent domain and using the quick take procedure under Minn. Stat. § 117.042;
7. That the City Attorney and city staff are further authorized to take all actions necessary and desirable to carry out the purposes of this resolution, and the Mayor and City Manager are authorized to execute rights of entry agreements as necessary for obtaining survey, appraisal and geotechnical information for the Project.

The foregoing resolution was introduced by Mayor Lunde and duly seconded by Council Member West-Hafner.

The following voted in favor of the resolution: Mata, Pha, West-Hafner, Russell, Jacobson and Lunde.

The following voted against: None.

The following was absent: Parks.

Where upon the resolution was adopted.

ADOPTED: April 22, 2019

JEFFREY JONEAL LUNDE, MAYOR

CERTIFICATE

STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
CITY OF BROOKLYN PARK

I, the undersigned, being the duly qualified City Clerk of the City of Brooklyn Park, Minnesota, hereby certify that the above resolution is a true and correct copy of the resolution as adopted by the City Council of the City of Brooklyn Park on April 22, 2019.

WITNESS my hand officially as such Clerk and the corporate seal of the City this 23<sup>rd</sup> day of April 2019.

DEVIN MONTERO, CITY CLERK

(SEAL)

## EXHIBIT A

Owner: David & Bridget Strootman  
Location: City of Brooklyn Park  
Address: 9024 101<sup>st</sup> Avenue North  
PID No: 06-119-21-33-0009  
Parcel No: 1  
Project No: 012336-000  
Date: March 1, 2019

### **Landowner's Property**

That part of the South 660 feet of that part of the Southwest Quarter of the Southwest Quarter, Section 6, Township 119, Range 21 lying Easterly of the Westerly right of way line of United States Highway No. 52, according to the Government Survey thereof.

Which lies West of the following described line:

Commencing at the Southwest corner of said Section 6, thence on an assumed bearing of North 89 degrees 07 minutes 55 seconds East along the South line of the Southwest Quarter of said Section 6 a distance of 858.31 feet to the point of beginning of the line to be described; thence North 00 degrees 07 minutes 53 seconds East a distance of 660.10 feet to the North line of the South 660 feet of the Southwest Quarter of said Section 6 and there terminating, Hennepin County, Minnesota.

### **Description of Highway Right-of-Way (Permanent Easement)**

Right-of-way (permanent easement) for highway purposes over, under, and across a portion of the Landowner's Property, lying southwesterly of the following described line:

Commencing at the southwest corner of said Section 6; thence North 89 degrees 58 minutes 16 seconds East, assumed bearing, along the south line of said Section 6, 169.95 feet; thence North 00 degrees 01 minutes 44 seconds West, 40.00 feet to the northerly right of way line of 101<sup>st</sup> Avenue North and the point of beginning of the line to be described; thence North 41 degrees 30 minutes 40 seconds West, 75.93 feet to the easterly right of way line of Jefferson Highway North, said line there terminating.

### **Description of Permanent Drainage and Utility Easement**

Commencing at the southwest corner of said Section 6; thence North 89 degrees 58 minutes 16 seconds East, assumed bearing, along the south line of said Section 6, 169.95 feet; thence North 00 degrees 01 minutes 44 seconds West, 40.00 feet to the northerly right of way line of 101<sup>st</sup> Avenue North; thence North 89 degrees 58 minutes 16 seconds East, 405.15 feet along said northerly right of way line to the point of beginning of the land to be described; thence North 00 degrees 01 minutes 44 seconds West, 18.00 feet; thence North 89 degree 58 minutes 16 seconds East, 32.00 feet; thence South 00 degrees 01 minutes 44 seconds East, 18.00 feet to said northerly right of way line; thence South 89 degrees 58 minutes 16 seconds West, 32.00 feet along said northerly right of way line to the point of beginning.

### **Description of Temporary Grading Easement**

Commencing at the southwest corner of said Section 6; thence North 89 degrees 58 minutes 16 seconds East, assumed bearing, along the south line of said Section 6, 169.95 feet; thence North 00 degrees 01 minutes 44 seconds West, 40.00 feet to the northerly right of way line of 101<sup>st</sup> Avenue North and the point of beginning; thence North 41 degrees 30 minutes 40 seconds West, 6.67 feet; thence North 89 degrees 58 minutes 16 seconds East, 693.66 feet; thence South 00 degrees 58 minutes 14 seconds West, 5.00 feet to said northerly right of way line; thence South 89 degrees 58 minutes 16 seconds West, along said northerly line, 689.06 feet to the point of beginning.

Owner: Dale Properties LLC  
Location: City of Brooklyn Park  
Address: Address Unassigned  
PID No: 07-119-21-22-0003  
Parcel No: 2  
Project No: 012336-000  
Date: March 22, 2019

### **Landowner's Property**

The Northwest Quarter of the Northwest Quarter and the North 118.10 feet of the Southwest Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota.

### **Description of Highway Right-of-Way (Permanent Easement)**

Right-of-way (permanent easement) for highway purposes over, under, and across a portion of the Landowner's Property, lying northerly and westerly of the following described line:

Beginning at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 00 degrees 23 minutes 41 seconds West, assumed bearing, along the west line of said Northwest Quarter of the Northwest Quarter, 289.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 95.80 feet to the easterly right of way line of Jefferson Highway North; thence continuing North 89 degrees 58 minutes 16 seconds East, 369.04 feet; thence North 00 degrees 01 minutes 44 seconds West, 243.61 feet; thence North 89 degrees 56 minutes 53 seconds East, 846.24 feet to the east line of said Northwest Quarter of the Northwest Quarter; thence North 00 degrees 20 minutes 24 seconds East along said east line 45.05 feet to the north line of said Northwest Quarter of Northwest Quarter; thence South 89 degrees 58 minutes 16 seconds West along said north line 1309.23 feet to the point of beginning.

### **Description of Permanent Drainage and Utility Easement**

Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence North 89 degrees 58 minutes 16 seconds East, assumed bearing, along the north line of said Northwest Quarter of the Northwest Quarter 574.58 feet; thence South 00 degrees 01 minutes 44 seconds East, 45.35 feet to the point of beginning of the land to be described; thence South 00 degrees 15 minutes 19 seconds West, 38.00 feet; thence North 89 degrees 56 minutes 53 seconds East, 32.00 feet; thence North 00 degrees 15 minutes

19 seconds East 38.00 feet; thence South 89 degrees 56 minutes 53 seconds West, 32.00 feet to the point of beginning.

### **Description of Temporary Grading Easement**

All that part of the landowner's property described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 00 degrees 23 minutes 41 seconds West, assumed bearing, along the west line of said Northwest Quarter of the Northwest Quarter, 289.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 95.80 feet to the easterly right of way line of Jefferson Highway North; thence continuing North 89 degrees 58 minutes 16 seconds East, 369.04 feet; thence North 00 degrees 01 minutes 44 seconds West, 174.00 feet to the point of beginning of the land to be described; thence continuing North 00 degrees 01 minutes 44 seconds West, 69.61 feet; thence North 89 degrees 56 minutes 53 seconds East, 846.24 feet to the east line of said Northwest Quarter of the Northwest Quarter; thence South 00 degrees 20 minutes 24 seconds along said east line, 44.95 feet; thence South 89 degrees 58 minutes 16 seconds West, 618.47 feet; thence South 00 degrees 01 minutes 44 seconds East, 25.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 227.47 feet to the point of beginning.

Owner: Crossroads Alliance Church  
Location: City of Brooklyn Park  
Address: 9000 101<sup>st</sup> Avenue North  
PID No: 06-119-21-33-0008  
Parcel No: 3  
Project No: 012336-000  
Date: March 1, 2019

### **Landowner's Property**

Par 1: The South 660 feet of that part of the Southwest Quarter of the Southwest Quarter, Section 6, Township 119, Range 21 lying Easterly of the following described line:

Commencing at the Southwest corner of said Section 6, thence on an assumed bearing of North 89 degrees 07 minutes 55 seconds East along the South line of the Southwest Quarter of said Section 6, a distance of 858.31 feet to the point of beginning of the line to be described; thence North 00 degrees 07 minutes 53 seconds East a distance of 660.10 feet to the North line of the South 660 feet of the Southwest Quarter of said Section 6 and there terminating.

Par 2: The West Half of the West Half of the Southeast Quarter of the Southwest Quarter, except the North 340 feet thereof, Section 6, Township 119, Range 21, and excepting road, all according to the United States Government Survey thereof.

### **Description of Permanent Drainage and Utility Easement**

That part of the Landowner's Property described as follows:

The north 38.00 feet of the south 78.00 feet of the east 70.00 feet of the west 89.70 feet of said West Half of the West Half of the Southeast Quarter of the Southwest Quarter.

Together with:

The north 25.00 feet of the south 65.00 feet of the west 30.00 feet of the east 143.21 feet of said West Half of the West Half of the Southeast Quarter of the Southwest Quarter.

### **Description of Temporary Grading Easement**

The north 15.00 feet of the south 55.00 feet of said West Half of the West Half of the Southeast Quarter of the Southwest Quarter, together with the north 5.00 feet of the south 45.00 feet of the south 660 feet of that part of the Southwest Quarter of the Southwest Quarter of said Section 6 lying easterly of the following described line:

Commencing at the southwest corner of said Section 6, thence on an assumed bearing of North 89 degrees 07 minutes 55 seconds East, along the south line of the Southwest Quarter of said Section 6, 858.31 feet to the point of beginning of the line to be described; thence North 00 degrees 07 minutes 53 seconds East, 660.10 feet to the north line of the south 660.00 feet of the Southwest Quarter of said Section 6 and there terminating.

Owner: Five Sons / Two Daughters LLC

Location: City of Brooklyn Park

Address: 8901 101<sup>st</sup> Avenue North

PID No: 07-119-21-21-0001

Parcel No: 4

Project No: 012336-000

Date: March 1, 2019

### **Landowner's Property**

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0-degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

#### **Description of Highway Right-of-Way (Fee Acquired)**

Right-of-way (fee acquired) for highway purposes over, under, and across a portion of the Landowner's Property, lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

#### **Description of Permanent Drainage and Utility Easement**

Permanent Easement for Drainage and Utility purposes over, under, and across a portion of the Landowner's Property described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Northwest Quarter, 1128.62 feet; thence South 00 degrees 01 minutes 44 seconds East, 47.98 feet to the point of beginning of the land to be described; thence South 00 degrees 03 minutes 07 seconds East, 36.00 feet; thence North

89 degrees 56 minutes 53 seconds East, 32.00 feet; thence North 00 degrees 03 minutes 07 seconds West 36.00 feet; thence South 89 degrees 56 minutes 53 seconds West, 32.00 feet to the point of beginning.

### **Description of Temporary Grading Easement**

All that part of the landowner's property described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 60.00 feet to the point of beginning of the land to be described; thence continuing North 00 degrees 03 minutes 07 seconds West, 32.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 20 minutes 24 seconds along said west line, 41.95 feet; thence South 89 degrees 58 minutes 16 seconds West, 359.68 feet to the point of beginning.

Owner: Beverly Goerisch  
Location: City of Brooklyn Park  
Address: 8832 101<sup>st</sup> Avenue North  
PID No: 06-119-21-34-0006  
Parcel No: 5  
Project No: 012336-000  
Date: March 1, 2019

### **Landowner's Property**

The East Half of the West Half of the Southeast Quarter of the Southwest Quarter except the South 178 feet of the West 100 feet of the East 200 feet thereof, and except the North 400 feet thereof, Section 6, Township 119, Range 21, Hennepin County, Minnesota.

### **Description of Highway Right-of-Way (Fee Acquired)**

Right-of-way (fee acquired) for highway purposes over, under, and across a portion of the Landowner's Property, lying easterly, southerly, and southeasterly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the northerly right of way line of 101<sup>st</sup> Avenue North and the beginning of the line to be described; thence North 01 degrees 00 minutes 27 seconds East, 58.01 feet; thence North 89 degrees 58 minutes 16 seconds East, 221.07 feet; thence North 00 degrees 03 minutes 07 seconds West, 102.93 feet; thence northerly, 256.92 feet along a tangential curve concave to the east, having a radius of 384.00 feet and a central angle of 38 degrees 20 minutes 05 seconds to the east line of the

said East Half of the West Half of the Southeast Quarter of the Southwest Quarter and there terminating.

### **Description of Temporary Grading Easement**

All that part of the landowner's property lying westerly and southerly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the northerly right of way line of 101<sup>st</sup> Avenue North and the beginning of the line to be described; thence continuing North 01 degrees 00 minutes 27 seconds East, 32.01 feet; thence South 89 degrees 58 minutes 16 seconds West, 30.00 feet to the west line of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter and there terminating.

Owner: Kevin Thurs  
Location: City of Brooklyn Park  
Address: Address Unassigned  
PID No: 06-119-21-34-0004  
Parcel No: 6  
Project No: 012336-000  
Date: November 26, 2018

### **Landowner's Property**

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21.

### **Description of Highway Right-of-Way (Fee Acquired)**

Right-of-way (fee acquired) for highway purposes over, under, and across a portion of the Landowner's Property, described as follows:

The north 58.00 feet of the South 91.00 feet of said south 178.00 feet of the west 100.00 feet of the east 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of said Section 6.

Owner: Kevin Thurs  
Location: City of Brooklyn Park  
Address: Address Unassigned  
PID No: 06-119-21-34-0003  
Parcel No: 7  
Project No: 012336-000  
Date: November 26, 2018

### **Landowner's Property**

The West 144 feet of the South 300 feet of West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, Hennepin County, Minnesota

### **Description of Highway Right-of-Way (Fee Acquired)**

Right-of-way (fee acquired) for highway purposes over, under, and across all of the Landowner's Property, described as follows:

The west 144.00 feet of the south 300.00 feet of West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, Hennepin County, Minnesota

Owner: Kevin Thurs  
Location: City of Brooklyn Park  
Address: 8808 101<sup>st</sup> Avenue North  
PID No: 06-119-21-34-0007  
Parcel No: 8  
Project No: 012336-000  
Date: March 1, 2019

### **Landowner's Property**

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof;

Par 2: The West 9.0 feet of the following described tract: Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road;

### **Description of Highway Right-of-Way (Fee Acquired)**

Right-of-way (fee acquired) for highway purposes over, under, and across a portion of the Landowner's Property, lying southeasterly of the following described line:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East ; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Owner: R A Simons Etal  
Location: City of Brooklyn Park  
Address: 8800 101<sup>st</sup> Avenue North  
PID No: 06-119-21-34-0002  
Parcel No: 9  
Project No: 012336-000  
Date: November 26, 2018

### **Landowner's Property**

That part of the following described tract lying East of the West 9.0 feet thereof:

Commencing at the Southeast corner of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, thence North 300 feet along the East line of said West Half of the East Half of the Southeast Quarter of the Southwest Quarter, thence West 132 feet parallel with South line of said tract, thence South 300 ft parallel with East line of said tract, thence East 132 feet along the South line of said tract to point of beginning, excepting road, except that part lying Southeasterly of the following described line:

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence Run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating Line A. Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating; Hennepin County, Minnesota.

### **Description of Highway Right-of-Way (Fee Acquired)**

Right-of-way (fee acquired) for highway purposes over, under, and across all of the Landowner's Property, described as follows:

That part of the following described tract lying east of the west 9.0 feet thereof:

Commencing at the southeast corner of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, thence North 300 feet along the east line of said West Half of the East Half of the Southeast Quarter of the Southwest Quarter, thence West 132 feet parallel with south line of said tract, thence South 300 ft parallel with east line of said tract, thence East 132 feet along the south line of said tract to point of beginning, excepting road, except that part lying southeasterly of the following described line:

Beginning at a point on a line run parallel with and distant 33 feet north of the south line of said Section 6, distant 100 feet westerly of its intersection with a line run parallel with and distant 184 feet westerly of Line A, described below; thence run northeasterly to a point on said 184 foot parallel line, distant 100 feet northerly of said intersection and there terminating Line A. Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the southwest corner thereof; thence run northerly at an angle of 88 degrees 52 minutes 30 seconds with said south section line (measured from east to north) for 200 feet and there terminating; Hennepin County, Minnesota.

Owner: Grace Fellowship  
Location: City of Brooklyn Park  
Address: 8601 101<sup>st</sup> Avenue North  
PID No: 07-119-21-12-0004  
Parcel No: 10  
Project No: 012336-000  
Date: March 1, 2019

### **Landowner's Property**

That part of the West half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, lying Easterly of a line run parallel with and distant 100 feet Easterly of the of the following described line:

Beginning at a point on the North line of said Section 7, distant 75.02 feet West of the North Quarter corner thereof; thence run Southerly at an angle of 88 degrees 52 minutes 30 seconds with said North section line (when measured from West to south) for 218.91 feet; thence deflect to the left on a 00 degree 45 minutes 00 second curve (delta angle 12 degrees 48 minutes 35 seconds) for 1707.96 feet and there terminating:

Except a triangular tract adjoining and Easterly of the above described strip and Northwesterly of the following described line:

Beginning at a point on the Easterly boundary of the above described strip, distant 100 feet Southerly of its intersection with a line run parallel with and distant 33 feet South of the North line of said Section 7; thence run Northeasterly to a point on said 33-foot parallel line, distant 100 feet Easterly of said intersection; thence continue to the North line of said Section 7;

And except that part thereof which lies southerly of the Southerly right-of-way line of the public road running along the North line of said Section 7 and Northerly of Line 1described below:

Line 1. Beginning at a point on the North line of said Section 7, distant 794.98 feet East of the North Quarter corner thereof; thence run Southerly at right angles to said North section line for 33 feet; thence run Westerly to a point distant 50 feet Southerly (measured at right angles) of a point on said North section line, distant 424.98 feet East of the North Quarter corner thereof; thence run Westerly to a point distant 60 feet Southerly (measured at right angles) of a point on said North section line, distant 124.98 feet East of the North Quarter corner thereof; thence run Westerly parallel with said North section line to its intersection with the West line of the first tract described above and there terminating; Hennepin County, Minnesota.

### **Description of Highway Right-of-Way (Fee Acquired)**

Right-of-way (fee acquired) for highway purposes over, under, and across a portion of the Landowner's Property lying within the north 150.00 feet of the West Half of the Northwest Quarter of the Northeast Quarter.

### **Description of Temporary Grading Easement**

A temporary easement for construction purposes over, under, and across a portion of the Landowner's Property described as follows:

Commencing at the northwest corner of the West Half of the Northwest Quarter of the Northeast Quarter of said Section 7; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the west line of said West Half, 150.00 feet; thence South 89 degrees 56 minutes 01 seconds East, 196.45 feet to point "A" and the point of beginning of the land to be described; thence South 00 degrees 00 minutes 00 seconds East, 45.00 feet; thence South 89 degrees 56 minutes 01 seconds East 129.60 feet; thence North 00 degrees 00 minutes 00 seconds East, 45.00 feet; thence North 89 degrees 56 minutes 01 seconds West, 129.60 feet to the point of beginning.

Together with:

Commencing at said point "A"; thence South 89 degrees 56 minutes 01 seconds East, 314.73 feet to the point of beginning; thence South 00 degrees 24 minutes 29 seconds East, 60.00 feet; thence South 89 degrees 56 minutes 01 seconds East, 54.82 feet; thence South 00 degrees 23 minutes 11 seconds West, 15.00 feet; thence South 89 degrees 56 minutes 01 seconds East, 90.00 feet to the east line of said West Half of the Northwest Quarter of the Northeast Quarter; thence North 00 degrees 23 minutes 11 seconds East along said east line, 75.00 feet; thence North 89 degrees 56 minutes 01 seconds West, 145.65 feet to the point of beginning.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.4	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Operations and Maintenance
<b>Resolution:</b>	X	<b>Prepared By:</b>	Greg Hoag, Park and Building Maintenance Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Dan Ruiz, Director of O&M Greg Hoag, Park and Building Maintenance Manager
<b>Item:</b>	Award the Bid for the 2019 Trail Sealcoat Project to ACI Asphalt & Concrete Inc.		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ TO AWARD THE BID FOR THE 2019 TRAIL SEALCOAT PROJECT TO ACI ASPHALT & CONCRETE INC.

## Overview:

The proposed trail sealcoat project is a continuation of the trail maintenance and rehabilitation program to preserve and increase trail life. The trails recommended for sealcoat are in Trail Maintenance District Three, which is in the central part of the city, and the cart paths on the back nine holes at Edinburgh USA. Bituminous sealcoat is necessary to extend the useful life of existing trails in adequate condition; trails for this project were selected from annual inspection ratings.

Quotes were solicited for the 2019 Trail Sealcoat Program Project O&M-PM-19-05 with a bid opening on July 2, 2019, at which time five (5) bids were received. The lowest responsible bid is from ACI Asphalt & Concrete Inc. in the amount of \$46,455.76.

## Primary issues/alternatives to consider:

Operations and Maintenance and Recreation and Parks staff recommend approval of the project as presented.

This project is necessary to meet the goal to provide continuous infrastructure preservation and improvement and is recommended for contract award.

## Budgetary/Fiscal Issues:

The project bid cost of \$46,455.76 is within the preliminary estimate of \$50,000.00 and can be accommodated within the 2019 Park Maintenance expenditure budget. Cart paths on the back nine will be funded from the Edinburgh USA Maintenance budget.

## Attachments:

- 4.4A RESOLUTION
- 4.4B BID TAB

RESOLUTION #2019-

RESOLUTION TO AWARD THE BID FOR THE 2019 TRAIL SEALCOAT PROJECT  
TO ACI ASPHALT & CONCRETE INC.

WHEREAS, the Trail Sealcoat Project is necessary to preserve and increase the useful life of bituminous trails; and

WHEREAS, quotations for the 2019 Trail Sealcoat Project were solicited; and

WHEREAS, on July 2, 2019, five (5) bids were received; and

WHEREAS, the lowest responsible bid is from ACI Asphalt & Concrete Inc. for \$46,455.76; and

WHEREAS, the project is budgeted to be funded by the 2019 the Park Maintenance expenditure budget in the general fund and the Edinburgh USA maintenance budget; and

WHEREAS, the lowest responsible bid is within the preliminary estimated budget cost of \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to award the bid for the 2019 Trail Sealcoat Project to ACI Asphalt & Concrete Inc. in the amount of \$46,455.76.

FOR WHICH BIDS WERE OPENED AT BROOKLYN PARK OPERATIONS & MAINTENANCE ON:

July 2, 2019; 11:00 A.M.

<b>Contractor</b>	<b>5% Security</b>	<b>Responsible Contractor Doc.</b>	<b>Price Per Square Yard Parks</b>	<b>Parks Bid Amount</b>	<b>Price Per Square Yard Golf</b>	<b>Golf Bid Amount</b>	<b>Grand Total Bid Amount</b>
ACI Asphalt Contractors Inc.	Yes	Yes	\$0.76	\$35,168.24	\$0.76	\$11,287.52	\$46,455.76
Allied Blacktop	Yes	Yes	\$0.89	\$41,183.86	\$1.04	\$15,446.08	\$56,629.94
Asphalt Concrete Solutions (ACS)	Yes	Yes	\$1.35	\$62,469.90	\$1.35	\$20,050.20	\$82,520.10
Gopher State Sealcoat Inc.	Yes	Yes	\$1.69	\$78,203.06	\$1.69	\$25,099.88	\$103,302.94
MP Asphalt Maintenance	Yes	Yes	\$0.98	\$45,348.52	\$1.05	\$15,594.60	\$60,943.12
<b>Total Square Yards</b>				46274		14852	

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.5	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Operations and Maintenance Engineering Services Division
<b>Resolution:</b>	X	<b>Prepared By:</b>	Mitch Robinson, Civil Engineer I
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Jesse Struve, City Engineer
<b>Item:</b>	Approve Construction Cooperative Agreement No. PW 52-04-18 with Hennepin County for CSAH 81 (Bottineau Boulevard) Reconstruction from 71 <sup>st</sup> Avenue North to 83 <sup>rd</sup> Avenue North, City CIP 4032-19, and amend 2019-2023 CIP to include \$365,000 for the Storm Sewer Utility		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_\_ APPROVING CONSTRUCTION COOPERATIVE AGREEMENT NO. PW 52-04-18 WITH HENNEPIN COUNTY FOR THE RECONSTRUCTION OF CSAH 81 (BOTTINEAU BOULEVARD) FROM NORTH OF 71<sup>st</sup> AVENUE NORTH TO 83<sup>rd</sup> AVENUE NORTH, CITY CIP 4032-19 AND AMEND 2019 STORM SEWER UTILITY BUDGET AND 2019-2023 CIP TO INCLUDE \$365,000 FOR THE STORM SEWER IMPROVEMENTS.

## Overview:

The City of Brooklyn Park has been working with Hennepin County, Metro Transit, and the cities of Robbinsdale, Crystal, Minneapolis and Osseo over the past 15 years to reconstruct Bottineau Boulevard between Minneapolis and Osseo. The first phase between Minneapolis and TH 100 was completed in 2008. Subsequent phases extended the project into Brooklyn Park (roughly 65<sup>th</sup> Avenue) in 2013/2014 and up through 71<sup>st</sup> Avenue in 2016/2017. The subject phase will reconstruct CSAH 81 between 71<sup>st</sup> Avenue (County Road 8) and 83<sup>rd</sup> Avenue and the segment of Brooklyn Boulevard from Shingle Creek to the access east of Jolly Lane in the 2019/2020 timeframe.

The proposed improvements would include reconstructing CSAH 81 as a six-lane divided urban roadway with a new pavement structure, improved intersection operations, improved railroad crossings, safer pedestrian accommodations, drainage improvements and a modified/reconstructed Lakeland Avenue between 73<sup>rd</sup> Avenue and 75<sup>th</sup> Avenue. The proposed Lakeland Avenue modifications include disconnecting Lakeland Avenue at 73<sup>rd</sup> Avenue and providing a new right in/right out access from CSAH 81 to Lakeland Avenue north of 73<sup>rd</sup> Avenue. These modifications are necessary to provide adequate traffic operations at the CSAH 81 / 73<sup>rd</sup> Avenue intersection following the BLRT bridge over CSAH 81 at 73<sup>rd</sup> Avenue and they are also consistent with the long-range station area redevelopment plans. The ultimate plan would be to connect the right in/right out access to 75<sup>th</sup> Avenue at Jolly Lane and West Broadway.

The City Council approved the preliminary roadway reconstruction layout for the project at its February 5, 2018 meeting. The County has now prepared Cooperative Construction Agreement No. PW 52-04-18 between the County and the City of Brooklyn Park, which outlines the design, administration, construction, engineering, right of way acquisition and maintenance responsibilities/costs for each agency. The agreement is based on the County's standard cost participation policies with adjustments to lower the city's costs based on the unique conditions along CSAH 81. Staff has reviewed the agreement and finds it to be acceptable. The City Manager recommends that the City Council formally approve Construction Cooperative Agreement No. PW 52-04-18 with Hennepin County for the reconstruction of CSAH 81 from 71<sup>st</sup> Avenue North to 83<sup>rd</sup> Avenue North.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:**

The project is included in the City's adopted 2019-2023 Capital Improvement Plan as project number 4032. The total amount shown in the CIP for the City contribution for this phase of the project (2019/2020) is \$6,598,000, including \$750,000 for water main replacement along 73<sup>rd</sup> Avenue and Brooklyn Boulevard. However, the current cost estimate for the City's share is approximately \$3,785,000, but there is approximately \$730,000 of storm sewer costs that were not included in the 2019-2023 CIP. We are requesting an amendment to the 2019 storm sewer utility budget and 2019-2023 CIP to cover \$350,000 in storm sewer costs in 2019 and the remaining balance will be included in the updated 2020 budget and 2020-2024 CIP.

The City will use Franchise Fees, Special Assessment Construction, Minnesota State Aid, Water Utility, Storm Sewer Utility, and Street Light Utility funds to pay for the expected costs.

**Attachments:**

- 4.5A RESOLUTION
- 4.5B LOCATION MAP
- 4.5C AGREEMENT NO. PW 52-04-18

RESOLUTION #2019-

RESOLUTION APPROVING CONSTRUCTION COOPERATIVE AGREEMENT NO. PW 52-04-18  
WITH HENNEPIN COUNTY FOR THE RECONSTRUCTION OF CSAH 81 (BOTTINEAU  
BOULEVARD) FROM NORTH OF 71<sup>st</sup> AVENUE NORTH TO 83<sup>rd</sup> AVENUE NORTH, CITY CIP 4032-19 AND  
AMEND 2019 STORM SEWER UTILITY BUDGET AND 2019-2023 CIP TO INCLUDE \$365,000 FOR THE  
STORM SEWER IMPROVEMENTS

WHEREAS, Hennepin County and the City of Brooklyn Park consider it mutually desirable to reconstruct County State Aid Highway (CSAH 81) from 71<sup>st</sup> Avenue North to 83<sup>rd</sup> Avenue North; and

WHEREAS, the City of Brooklyn Park has expressed its willingness to participate in the construction, engineering, right of way and maintenance costs of said project; and

WHEREAS, the City of Brooklyn Park will need to amend the 2019-2023 CIP to cover additional stormwater cost; and

WHEREAS, Hennepin County has prepared Agreement No. PW 52-04-18 regarding the participation in the construction of said project.

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

1. The City of Brooklyn Park approves Agreement No. PW 52-04-18 for participation in the construction, engineering, right of way and maintenance costs of CSAH 81 (Bottineau Boulevard) from 71<sup>st</sup> Avenue North to 83<sup>rd</sup> Avenue North with Hennepin County, a copy of said agreement is attached hereto and made a part hereof.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement on behalf of the City of Brooklyn Park.
3. The City of Brooklyn Park agrees to provide enforcement for the prohibition of on-street parking along CSAH 81 between 71<sup>st</sup> Avenue North and 83<sup>rd</sup> Avenue North.
4. The Council authorizes the amendment of the 2019-2023 CIP to include \$350,000 in Stormwater Utility Funds to cover necessary storm water improvements.
5. The City Clerk is hereby directed to forward two (2) City executed copies of said agreement and two (2) certified copies of this resolution to Mr. Wayne Loos, Hennepin County Transportation Department, 1600 Prairie Drive, Medina, MN 55340-5421.



**Agreement No. PW 52-04-18  
County State Aid Highway No. 81  
County Project No. 2092200  
City of Brooklyn Park  
County of Hennepin**

**CONSTRUCTION COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the **City of Brooklyn Park**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City".

**WITNESSETH:**

**WHEREAS**, the County and the City have been negotiating to expand and reconstruct a portion of roughly 1.5 miles of County State Aid Highway (CSAH) 81 (Bottineau Boulevard) from West Broadway Avenue to Highway 169 and 2,300 feet of CSAH 152 (Brooklyn Boulevard) as shown on the County Engineer’s plans for County Project (C.P.) 2092200, which includes grading, aggregate base, bituminous base, bituminous surfacing, storm sewer, watermain, sanitary sewer, surface water treatment, curb and gutter, concrete sidewalk, bituminous trail, lighting, traffic signals, pedestrian crossings, landscaping, and other related improvements, and which shall hereinafter be referred to as the “Project”; and

**WHEREAS**, the above described Project lies within the corporate limits of the City; and

**WHEREAS**, the County Engineer has heretofore prepared an Apparent Low Bid Construction Cost document comprising of quantities and unit prices for the above described Project in the sum of Eighteen Million Four Hundred Thirty Eight Thousand Nine Hundred Seventy Dollars and Two Cents (\$18,438,970.02), and a copy of the Apparent Low Bid Construction Cost and an estimated Division of Cost Summary, marked Exhibit “A”, is attached hereto and by this reference made a part hereof; and

**WHEREAS**, the City has indicated its willingness to participate in the construction, design and construction administration engineering, right of way and maintenance costs of the Project as detailed herein; and

**WHEREAS**, the construction cost for the Project shall be comprised of federal aid, municipal and county state aid, and local funds; and

Agreement No. PW 52-04-18  
CSAH 81; C.P. 2092200

**WHEREAS**, to ensure compatibility with the County's existing network of traffic signal systems the County will furnish the controllers, control equipment and control cabinets to be installed as a part of the Project; and

**WHEREAS**, included in the Project is the construction of a multi-use trail paralleling CSAH 81, the trail being commonly known as the Crystal Lake Regional Trail; and

**WHEREAS**, in addition to the construction of a portion of Crystal Lake Regional Trail, the Project also constructs a multi-use trail on the north and south sides of Brooklyn Boulevard between Xylon Avenue North and East of Jolly Lane; and

**WHEREAS**, the County and Three Rivers Park District will enter into a separate agreement for ownership and maintenance of the Crystal Lake Regional Trail constructed under this Project as well as those portions of the Crystal Lake Regional Trail previously constructed; and

**WHEREAS**, there will be streetlights attached to each of the traffic signals along the project segments of CSAH 81 and CSAH 152 and the City is not proposing to install additional streetlights between the locations; and

**WHEREAS**, the only location the City is proposing an additional streetlight is at the new right in/right out access from CSAH 81 to Lakeland Avenue between 73<sup>rd</sup> Avenue and CSAH 152; and

**WHEREAS**, the City desires to underground the existing Xcel Energy distribution line along the south side of CSAH 152 between CSAH 81 and CSAH 103 (West Broadway Avenue) at a distance of approximately 2,000 feet, for safety reasons; and

**WHEREAS**, the City will enter into a separate contract with Xcel Energy to underground the overhead electrical power lines and construct the additional streetlight within the construction limits of the Project; and

**WHEREAS**, the City shall be responsible for developing the plans and administering the contract and construction of the additional streetlight installation and undergrounding of overhead electrical power work; and

**WHEREAS**, the County has the Roadside Enhancement Partnership Program (REPP) funds available and has expressed willingness to participate in the costs of the additional streetlight installation and undergrounding of overhead electrical power work; and

**WHEREAS**, the work will be carried out by the parties hereto under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1 and Section 471.59.

**NOW THEREFORE, IT IS HEREBY AGREED:**

Agreement No. PW 52-04-18  
CSAH 81; C.P. 2092200

**I**  
**Contract Award and Administration**

The County or its agents shall prepare the necessary plans, specifications, and proposal; obtain approval of the plans and specifications from the City; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below.

**II**  
**Plans and Specifications**

All design work performed by the County and its agents that is to be incorporated into the bidding documents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs, which affect County facilities, shall conform to Minnesota Department of Transportation (MnDOT) Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) and be approved by the County Engineer. The County or its agents shall complete the form for each curb ramp constructed as part of the Project and upload the forms via the HennPlace Asset Management site.

The plans and specifications are referenced and identified as S.P. 027-681-035, STPF 2719 (168), S.P. 110-020-040, and approved by MnDOT.

For the City's requested work to install additional streetlight, to underground overhead electrical power, and to improve underground utilities such as water main/sanitary included in the Project, the City or its agents shall develop all the necessary construction plans, specifications and proposals, and prior to receipt of bids for the work, the City shall submit to the County for approval, two (2) complete sets of the final plans and specifications. For the streetlight installation and electrical wire undergrounding work, a conceptual plan and standard specifications with the desired pole and luminaries from Xcel Energy should be submitted to the County.

**III**  
**Construction Supervision and Inspection**

The County or its agents will administer the construction contract, perform all necessary engineering, inspection and testing of all the contract work. All work for the Project shall be completed in compliance with the County approved plans and specifications. The City Engineer or a designated representative shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the County Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.

Agreement No. PW 52-04-18  
CSAH 81; C.P. 2092200

For City's requested work of additional streetlight installation and underground utility improvement work such as water main/sanitary sewer and undergrounding of overhead electrical power work included in the Project, the City or its agents shall administer the contract and shall perform the required engineering, inspection and testing for the streetlight installation and electrical wire undergrounding work. The County Engineer and staff shall have the right, as work progresses, to make any inspections deemed necessary, but will have no responsibility for supervision of the work.

The County will convene weekly construction progress meetings with the Project's construction contractor to review recently completed construction and review anticipated construction for the week succeeding the construction progress. To ensure the City's interests in the performance of the work on the City's infrastructure are met, the City Engineer's designated representative will be invited to attend the meetings, when there is anticipated work on City infrastructure.

#### **IV Plan Changes and Additional Construction**

The County may make changes in the plans or in the character of the contract construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner, and will enter into any change orders or supplemental agreements with the County's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in plans, within the original scope of the Project. These changes may result in an increase or decrease to the City's cost participation estimated herein.

The City shall have the right to review any proposed changes to the plans and specifications as they relate to the City's cost participation prior to the work being performed, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the County shall submit the re-engineered design and/or specifications to the City. The City Engineer or designated representative shall respond to the County's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the County that affect the City's share of the construction cost within a reasonable time frame.

Likewise, the City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the County. If the County determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the County will cause the additional work or plan changes to be made.

The City will participate in the settlement of any claims from the County's contractor that involve delays attributable to unreasonable delays in approval by the City for plan or specification changes deemed necessary by the County Engineer or staff. The amount of City's participation in any such claims shall be commensurate with the percentage of delay directly attributable to the City's actions.

Agreement No. PW 52-04-18  
CSAH 81; C.P. 2092200

**City's Requested Additional Work:**

In conjunction with the Project, the City will enter into a separate agreement with Xcel Energy to accomplish the underground relocation of the electrical power lines and construct the additional streetlight at the new right in/right out access from CSAH 81 to Lakeland Avenue between 73<sup>rd</sup> and 75<sup>th</sup> Avenues within the project limits. All work to be performed by Xcel Energy must be done either in conjunction with or prior to the start of the construction activities of the Project. The City will contractually require Xcel Energy to coordinate its activities with the County's construction contractor for the Project. As a consequence of the burial of overhead electrical power lines, individual service feeds for the residences and businesses may need to be rewired in a manner to make the service feeds compatible with the newly buried electrical power lines. The City shall be responsible for coordinating with Xcel Energy and the affected property owners regarding any individual service feed rewiring that may be required or desired.

The County, through its Roadside Enhancement Partnership Program (REPP), will participate in a proportionate share of the construction costs for the streetlight installation and electrical wire undergrounding work. As set forth in the County's Cost Participation Policy the County's proportionate share of the construction costs eligible for this funding source shall be fifty percent (50%). The County's estimated cost participation shall be a not to exceed (NTE) amount of \$210,000 as included in Exhibit "A" for reference.

The County will directly pay to the City for this cost rather than applying its share as a credit against the City's proportionate share of the Project costs. Therefore, upon completion of this work by the City and acceptance of work by the County Engineer or a designated representative, the City shall invoice the County for one hundred percent (100%) of the County's share of the costs for the streetlight installation and electrical wire undergrounding work. Within forty five (45) days after receipt of the invoice, the County shall deposit with the City funds for the County share.

**V**  
**Right of Way**

The County or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project. The City shall reimburse the County for fifty percent (50%) of the costs of right of way acquisitions incurred by the County which are associated with general roadway widening, all partial acquisitions, permits and/or temporary easements which are required for complete construction of the Project.

Notwithstanding the above cost participation ratio, the City shall cost participate in drainage and storm water ponding right of way acquisitions at twenty three percent (23%) of the total costs of drainage and storm water ponding right of way acquisitions incurred by the County, basing on the amount of runoff from the impervious surfaces owned by the City and the County. The remainder seventy seven percent (77%) shall be the responsibility of the County.

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CSAH 81; C.P. 2092200

In case parcels are acquired in total, the County will use its best efforts to sell at the most favorable price those portions of the parcels which are not required for the Project. The proceeds from such sales shall be shared with the City at the same cost participation percentage used to acquire the parcels.

The acquisition costs incurred by the County as described herein shall include, but are not limited to the following:

- monies paid to property owners, or on behalf of property owners, as part of negotiated settlements
- costs incurred with obtaining property through, and compliance with, Minnesota Statute Chapter 117 (eminent domain), including all damages and awards resulting there from
- acquisition activities and relocation expenses, including the costs of consultants used therefore
- appraisals and appraisal services
- title opinions and updates
- document searches (judgment, name title, etc.)
- closing, conveyance and recordation fees and taxes
- costs to maintain, provide security for, or remove and dispose of vacant property, and any improvements thereon
- costs incurred for the relocation, reconstruction, adjustment, and/or removal of existing private or public utility conduits or other structures located in or upon lands acquired and within present right of way when existing valid easements and/or permits provide for reimbursement to the utility owner for the relocation, reconstruction, adjustment, and/or removal of the existing utility facilities (or when a court of competent jurisdiction determines that the City or County is obliged to pay such amounts)

Damages, as used in this section, pertains to acquisition costs allowed by Minnesota Statutes Chapter 117 and does not abrogate the meaning of the language set forth elsewhere in this Agreement.

The City shall convey property rights to the County over those lands owned by the City that are required for the Project. The property rights shall be granted at no cost to the County and any and all City permits required by the Project shall be granted at no cost or expense to the County or its contractors.

For informational purpose only, as referenced in estimated Division of Cost Summary, marked Exhibit "A", the City's share in right of way costs for the Project is estimated to be at \$1,500,000.

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CSAH 81; C.P. 2092200

After an award by the County to the successful bidder on the Project, the County shall invoice the City for its share of the right of way costs as following:

- Firstly at fifty percent (50%) of the total City's share in right of way costs, (comprising of the City's 50% share of acquisition costs for general roadway widening, partial acquisitions, permit and/or temporary easements as well as the City's 23% share of drainage and storm water ponding right of way acquisition costs necessary for complete construction of the Project.)
- Secondly, after January 01, 2020, the County shall invoice the City for forty five percent (45%) of the total City's shares in right of way costs.
- Finally, the last five percent (5%) of right of way costs due to the County shall be paid by the City upon completion of the Project.

Payment shall be made to the County by the City for the full amount due as stated on the invoice within forty five (45) days of the invoice date.

## **VI Environmental Assessment**

The County, at its sole cost and expense, has conducted a Phase I Environmental Assessment (ESA), Phase II ESA and a supplemental Phase II on the Project. The City shall reimburse the County for all costs incurred by the County for the completion of the Phase II ESA at the same percentage used to acquire the parcel. If any such Phase II ESA identifies contamination within the new right of way for the Project that must be abated, the County will hire consultants and contractors as necessary to perform the necessary abatement of the roadway right of way and obtain approval of the Minnesota Pollution Control Agency. Any such abatement required may be accomplished under a separate project or may be included in the Project.

The County will investigate and exhaust all available options for payment of costs incurred related to the aforementioned Phase II ESA. This includes, but is not limited to, responsible parties and governmental agencies. The City hereby agrees to reimburse the County, at the same percentage used to acquire the parcel, all costs incurred by the County for the completion of the aforementioned environmental work performed on parcels associated with this Project for which the County does not receive reimbursement from other sources.

## **VII Cost Participation**

The City shall participate in the costs of the contract construction for the Project as set forth in the estimated Division of Cost Summary in Exhibit "A". The respective proportionate shares of the pro-rata pay items included in Exhibit "A" shall remain unchanged throughout the life of this Agreement. The estimated amount on Page 1 of this Agreement and as shown in Exhibit "A" is an estimate of the costs for the contract construction on the Project. Therefore, the unit prices set forth in

Agreement No. PW 52-04-18  
CSAH 81; C.P. 2092200

the contract with the successful bidder and the final quantities as measured by the County Engineer's designated representatives shall govern in computing the total final contract construction cost for apportioning the cost of the Project according to the provisions herein and the final quantities as measured by the County Engineer's designated representatives for contract pay items in which the City is participating shall be subject to the review and approval by the City Engineer.

The City also agrees to reimburse the County for the City's proportionate share of design and construction administration engineering costs for the Project. The City's share of design engineering costs shall be equal to ten percent (10%) of the total final amount of the City's share of contract construction costs for the Project. The City's share of construction engineering costs shall be equal to eight percent (8%) of the total final amount of the City's share of contract construction costs for the Project. The City's proportionate shares of design and construction engineering costs as listed in Exhibit "A" are estimated and that the actual City's proportionate shares of design and construction administration engineering fees will be computed using the total final amount of the City's share of the contract construction costs for the Project.

### **VIII Payment**

For informational purpose only, as referenced in the Apparent Low Bid Construction Cost document and an estimated Division of Cost Summary, marked Exhibit "A", the City's estimated amount to reimburse the County per this Agreement is \$3,785,402.82. This amount is a reduction of \$666,530.60 from an initial amount of \$4,451,933.43 for construction costs that are eligible for federal cost participation.

As previously referenced, the Project will be partially funded with federal funds in the amount of \$7,560,000.00, and the City's estimated share of the Project construction costs will be proportionately reduced by its share of the construction costs that are eligible for federal cost participation by an estimated amount of \$666,530.60.

The amount due to the County from the City includes estimated costs of contract construction, design engineering (10%), construction engineering (8%), right of way and County Supplied Equipment including traffic signal related equipment such as the controllers, control equipment and control cabinets installed as part of the Project.

After an award by the County to the successful bidder on the Project, the County shall invoice the City for fifty percent (50%) of the estimated City's shares in the contract construction costs and construction and design engineering costs for the Project. Additionally, after January 01, 2020, the County shall invoice the City for forty five percent (45%) of the estimated City's shares in the contract construction costs and construction and design engineering costs for the Project.

Payments shall be made to the County, in the name of the Hennepin County Treasurer, by the City for the full amount due stated on the invoices within forty five (45) days of the invoice date.

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The estimated City's shares shall be based on actual contract unit prices applied to the estimated quantities shown in the plans.

The payment should include the date, the name of the County's project manager (Ms. Kelly Agosto, P.E.), project name and county project number (C.P. 2092200). Payment and supporting documentation should be mailed to the following address:

OBF/APEX A-12 GC  
Mail Code 129  
300 South 6th St  
Minneapolis, MN 55487

In the event the County Engineer or the County's staff determines the need to amend the construction contract with a supplemental agreement or change order which results in an increase in the contract amount for the Project, the City hereby agrees to remit within forty five (45) days of notification by the County of the change an amount equal to ninety five percent (95%) of the estimated City's shares as documented in the supplemental agreement or change order.

The remainder of the City's shares in the engineering and contract construction costs of the Project, including additional costs resulting from supplemental agreements and change orders, will be due the County upon acceptance by the County's construction engineer of all the construction work performed by the County's construction contractor and submittal of the County Engineer's final estimate for the Project to the City.

Upon final payment to the Project contractor by the County, any amount remaining as a balance in the deposit account will be returned to the City, within 45 days, on a proportionate basis based on the City's initial deposit amount and the City's final proportionate share of the Project costs. Likewise, any amount due the County from the City upon final payment by the County shall be paid by the City as its final payment for the construction and engineering costs of the Project within forty five (45) days of receipt of an invoice from the County.

All payments to the County must be postmarked by the date due or a late penalty of one (1) percent per month, or fraction thereof, on the unpaid balance will be charged to the City. The City shall pay the amount due as stated on the statement, notwithstanding any dispute of such amount. Should a disputed amount be resolved in favor of the City, the County shall reimburse the disputed amount plus daily interest thereon calculated from the date such disputed amount was received by the County. Daily interest shall be at the rate of one percent (1%) per month on the disputed amount.

**IX**  
**County Permit Issuance**

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The County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highways included in the Project for any installation of underground utilities which would be considered as new work. Service cuts shall be allowed for the maintenance and repair of any existing underground utilities.

**X**  
**No Parking Signs**

As part of the Project, “No-Parking” signs shall be installed as represented in the plans and the City, at their expense, shall provide the enforcement for the prohibition of on-street parking on those portions of CSAH 81 constructed under this Project recognizing the concurrent jurisdiction of the Sheriff of Hennepin County.

Any modification of the above parking restrictions shall not be made without first obtaining a resolution from the Hennepin County Board of Commissioners permitting the modification.

The City shall, at their own expense, remove and replace city owned signs that are within the construction limits of the Project if requested by the County's Project Engineer.

**XI**  
**Traffic Signal/EVP Related Work**

The City shall install, cause the installation of, or perpetuate the existence of an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the permanent traffic control signal systems and integral streetlights included in the Project, at no cost to the County. Further, the City, at its sole cost and expense shall provide the electrical energy for the operation of all permanent and temporary traffic control signal systems and integral streetlights installed as a part of the Project.

The City shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the traffic control signal, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such traffic control signals may be directly involved in an emergency.

The Emergency Vehicle Preemption (EVP) Systems provided for herein shall be installed, operated, maintained or removed in accordance with the following conditions and requirements:

1. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03. The City will provide the County Engineer or their designated representative a list of all such vehicles with emitter units.

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2. The City shall report malfunctions of EVP systems to the County immediately after discovery of the malfunction.
3. In the event the EVP Systems or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County shall remove the EVP Systems.
4. All timing of the EVP Systems shall be determined by the County.

## **XII**

### **Maintenance Responsibilities**

#### **Maintenance by the City:**

Upon completion of the Project, all newly constructed concrete sidewalk, multi-use trail, pedestrian ADA ramps, driveways, fencing, landscaping improvements, storm treatment structures, and miscellaneous components including but not limited to items specifically identified below shall be the property of the City and all year-round maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the City at no cost to the County.

**Traffic Signal Components:** Upon completion of the Project, the City shall be responsible for maintenance of all luminaire systems including the lamp on the luminaire extension, the fuse, and the wire from the lamp to the load side of the meter socket.

**Storm Sewer Drainage System:** After the completion of the Project, the City shall own and bear maintenance responsibilities for all components of the roadway storm sewer drainage system within the County right of way, constructed as a part of this Project including but not limited to all trunk lines, ponds, storm water treatment structures and cross road culverts, except what is identified as County's responsibilities below. The city shall not own nor bear maintenance responsibilities for catch basins and drainage inlet structures constructed as a part of this Project.

**Multi-use trail:** The City shall maintain the newly constructed multi-use trails and all pedestrian and bike facilities constructed as part of the Project which are not a part of the Crystal Lake Regional Trail. Maintenance includes but is not limited to trail surfacing, sweeping, and snow and ice removal. The City shall thereafter maintain and repair all signs for trail users (if applicable) and pavement markings for trail at no cost to the County.

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**Sidewalks:** All routine maintenance of the sidewalks constructed as a part of the Project, including future rehabilitation and/or replacement of the sidewalks and their components required thereafter shall be performed by the City at no cost to the County.

**Crosswalk Markings:** The newly installed durable crosswalk markings shall be maintained by the City at no cost to the County.

**Landscaping:** Upon completion of the Project, all streetscape, landscaping and associated landscaping structures, shall become the property of the City and all maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the City at no cost to the County.

**Maintenance by the County:**

Upon completion of the Project, all newly constructed traffic signal system components, storm sewer catch basins and their lead pipes, and concrete curb & gutter, included in the improvements shall become the property of the County and all maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the County.

**Traffic Signal Components:** The County shall thereafter retain ownership of and maintain and repair the traffic control signal systems and their components at the expense of the County except for those items identified as City's responsibilities above.

**County Road Pavement Striping:** The County shall thereafter maintain and repair all pavement striping (except crosswalk markings) for roadway users installed as a part of the Project at the expense of the County.

**Storm Sewer Catch Basins and Lead Pipes:** Upon completion of the Project, the County shall retain ownership of and maintenance responsibilities for those portions of the roadway storm sewer drainage system functioning as catch basins and associated lead pipes that are within or between the outermost curb lines of the County roadways as well as those within the radius return limits of intersecting municipal streets, at no cost to the City.

**Guard Rails:** All guard rails constructed as a part of the Project shall be owned and maintained by the County at no cost to the City.

**XIII  
Records/Audits**

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All records kept by the City and the County with respect to the Project, including Force Account Work if applicable and work performed by agents hired by either of the parties, shall be subject to examination by the representatives of each party.

**XIV**  
**Indemnification**

The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this contract. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

The County agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this contract. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

The County and the City each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program.

**XV**  
**Liability**

Each party to this Agreement or their agents shall not be responsible or liable to the other party or to any other person whomsoever for any liabilities, claims, actions or causes of actions, judgments, damages, loses, fines, penalties, expenses of any kind or character arising out of or by reason of the performance of any design or construction work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. The County's and the City's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

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This section is not intended, nor shall it be interpreted, to operate as a waiver by the City or County of defenses and limitations of liability under common law or Minnesota Statutes, Chapter 466, with respect to claims made against the City or County by third parties.

**XVI**  
**Insurance**

The City also agrees that any contract let by the City or its agents for the performance of the work on the Project as provided herein shall include clauses that will: 1) Require the Contractor to defend, indemnify, and hold the County, its officials, officers, agents and employees harmless from any liability, causes of action, judgments, damages, losses, costs or expenses including, without limitation, reasonable attorneys' fees, arising out of or by reason of the acts and/or omissions of the Contractor, its officers, employees, agents or subcontractors in performing work on the Project; 2) Require the Contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the Contractor to provide and maintain insurance in accordance with the following:

- 1. Commercial General Liability on an occurrence basis with Contractual Liability and Explosion, Collapse and Underground Property Damage (XCU) Liability coverages:

	<u>Limits</u>
General Aggregate	\$2,000,000
Products--Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

**Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.**

- 2. Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	\$1,500,000
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- 3. Workers' Compensation and Employer's Liability:

A. Workers' Compensation Statutory

If the Contractor is based outside the State of Minnesota, coverages must apply to Minnesota laws.

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B. Employer’s Liability - Bodily injury by:

Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000
4. Professional Liability – Per Claim	\$1,500,000
Aggregate	\$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by City if the City’s Contractor is not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's Contractor to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

**XVII  
Worker Compensation Claims**

Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

Also, any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on

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any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

**XVIII**  
**Authorized Representatives**

In order to coordinate the services of the County with the activities of the City so as to accomplish the purposes of this Agreement, the Hennepin County Highway Engineer or designated representative shall manage this Agreement on behalf of the County and serve as liaison between the County and the City.

In order to coordinate the services of the City with the activities of the County so as to accomplish the purposes of this Agreement, the City Engineer or designated representative shall manage this Agreement on behalf of the City and serve as liaison between the City and the County.

**XIX**  
**Amendment**

The entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

**XX**  
**Whereas Clauses and Exhibits**

The whereas clauses and Exhibit "A" are incorporated herein and are hereby made a part of this Agreement.

**XXI**  
**Effective/Expiration Dates**

This Agreement will be effective on the date the County has obtained all required signatures per the requirements stipulated in the laws in the State of Minnesota.

This Agreement will expire when all obligations set forth herein have been satisfactorily fulfilled by each party.

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**XXII**  
**Cancellation/Termination**

This Agreement may be terminated or cancelled by each party by mutual agreement with or without cause by either party upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by any party upon a material breach by the other party.

**XXIII**  
**Survival of Terms**

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: (XII) Maintenance Responsibilities, (XIII) Records/Audits, (XV) Liability, (XVI) Insurance, (XVII) Worker Compensation Claims, (XXII) Cancellation and Termination, and (XXV) Minnesota Laws Govern.

If any provision of this Agreement shall be found to be invalid or unenforceable, the parties agree that such invalidity shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

**XXIV**  
**Nondiscrimination**

The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

**XXV**  
**Minnesota Laws Govern**

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

*(this space left intentionally blank)*

Agreement No. PW 52-04-18  
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IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**CITY OF BROOKLYN PARK**

(Seal)

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

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

And: \_\_\_\_\_  
Manager

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

Agreement No. PW 52-04-18  
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**COUNTY OF HENNEPIN**

**ATTEST:**

By: \_\_\_\_\_  
Deputy/Clerk of the County Board

By: \_\_\_\_\_  
Chair of its County Board

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

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

**APPROVED AS TO FORM:**

And: \_\_\_\_\_  
County Administrator

By: \_\_\_\_\_  
Assistant County Attorney

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

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

And: \_\_\_\_\_  
Assistant County Administrator, Public Works

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

**APPROVED AS TO EXECUTION:**

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
County Highway Engineer

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

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

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**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
Department Director, Transportation Operations

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

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.6	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Megan Bookey, Program Assistant III
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Keith Jullie, Rental and Business Licensing Manager
<b>Item:</b>	Set a Public Hearing on July 22, 2019, to Solicit Testimony and Consider Issuance of an Off-Sale Intoxicating Liquor License for D&A Maikkula Corporation dba Pixie Liquor, 1512 Brookdale Drive North, Brooklyn Park		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO SET A PUBLIC HEARING ON JULY 22, 2019, TO SOLICIT TESTIMONY AND CONSIDER ISSUANCE OF AN OFF-SALE INTOXICATING LIQUOR LICENSE FOR D&A MAIKKULA CORPORATION DBA PIXIE LIQUOR, 1512 BROOKDALE DRIVE NORTH, BROOKLYN PARK.

## Overview:

Due to change in ownership, this is a new off-sale intoxicating liquor license for D&A Maikkula Corporation dba Pixie Liquor located at 1512 Brookdale Drive North.

Pursuant to State statute, they must comply with state laws, local laws and procedures. To comply with State laws, a public hearing must be held prior to City Council approval of the license required. The results of the inspections and investigations will be available at the public hearing on July 22, 2019.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

4.6A PUBLIC HEARING NOTICE

**NOTICE  
CITY OF BROOKLYN PARK  
5200 85<sup>TH</sup> AVENUE NORTH**

**PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Brooklyn Park City Council will hold a public hearing in the City Hall Council Chambers, 5200 85<sup>th</sup> Avenue North, on July 22, 2019, to consider the issuance of an Off-Sale Intoxicating Liquor License for D&A Maikkula Corporation doing business as Pixie Liquor located at 1512 Brookdale Drive North. All persons desiring to be heard are invited to attend. Written comments will be received by the Licensing Division prior to the hearing.

Devin Montero  
City Clerk

Published in the Brooklyn Park Sun Post on July 11, 2019.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	5.1	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Public Hearings	<b>Originating Department:</b>	Operations and Maintenance - Engineering Services Division
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jesse Struve, City Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Jesse Struve
<b>Item:</b>	Public Hearing for Vacation of the Drainage and Utility Easement on Lot 1, Block 2, Mills Addition to Brooklyn Park		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ VACATING THE DRAINAGE AND UTILITY EASEMENT ON LOT 1, BLOCK 2, MILLS ADDITION TO BROOKLYN PARK.

## Overview:

The City of Brooklyn Park received a vacation petition from Fleet Farm Properties, LLC for the property at 8232 Lakeland Avenue North. They are requesting vacation of the drainage and utility easement on Lot 1, Block 2, Mills Addition to Brooklyn Park. Mills Fleet Farm is selling this parcel to Enterprise Rental. Enterprise Rental has worked with the utility companies to locate their facilities and reduce the easement to what is necessary for the existing utilities. The reduced easement will allow Enterprise to do the development layout they would prefer.

On June 24, 2019, the City Council adopted Resolution #2019-98 ordering a public hearing to be held on July 8, 2019, for Council's review of the proposed vacation of the drainage and utility easement on Lot 1, Block 2, Mills Addition to Brooklyn Park. Staff notified all private utility companies of the petitioner's request and did not receive any opposition to the proposed vacation. Staff recommends the City Council vacate the drainage and utility easement as requested.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

## Attachments:

- 5.1A RESOLUTION
- 5.1B PETITION
- 5.1C PROPOSED EASEMENT VACATION AREA

RESOLUTION #2019-

RESOLUTION VACATING THE DRAINAGE AND UTILITY EASEMENT  
ON LOT 1, BLOCK 2, MILLS ADDITION TO BROOKLYN PARK

WHEREAS, Section 14.07 of the City Charter provides that the City Council may by resolution vacate any street, alley, public grounds, or public way, or any part thereof, when it appears in the interest of the public to do so; and

WHEREAS, the City of Brooklyn Park has a drainage and utility easement over the following described land:

Parcel Description

Lot 1, Block 2, Mills Addition to Brooklyn Park, Hennepin County, Minnesota.

Easement Vacation Description

To vacate that part of the Drainage and Utility easement recorded as Doc. #4601632 and being embraced within Lot 1, Block 2, Mills Addition to Brooklyn Park according to the recorded plat thereof, Hennepin County, Minnesota being described as follows: the northeasterly 50.00 feet of the southwesterly 60.00 feet and the northwesterly 35.00 feet of the southeasterly 60.00 feet of said Lot 1.

Proposed Drainage and Utility Easement

The northeasterly 17.00 feet of Lot 1, Block 2, Mills Addition to Brooklyn Park, Hennepin County, Minnesota.

WHEREAS, a public hearing was held on July 8, 2019 as required by law; and

WHEREAS, it has been determined that good area planning requires that these easements be vacated and that it would be in the public interest to do so.

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

1. That the drainage and utility easement over the above described property be vacated as requested with the addition of the proposed drainage and utility easement as shown above.
2. A certified copy of this resolution shall be prepared by the City Clerk and shall be a notice of completion of the proceedings and shall be recorded in accordance with the provisions of Section 14.07 of Brooklyn Park City Charter.

**PETITION**

In the Matter of Vacation of certain easements as described below

-----

TO: THE CITY COUNCIL OF BROOKLYN PARK, HENNEPIN COUNTY, STATE OF MINNESOTA

Fleet Farm Properties, LLC  
(Owner)

Hereby petitions the City Council of Brooklyn Park, pursuant to the provisions of Section 14.07 of the City Charter and applicable State Law to vacate:

Part of the Drainage of Utility easement  
(Describe type of easement)

Located in said City and described as follows:

Parcel Description: Lot 1, Block 2 MILLS ADDITION TO  
BROOKLYN PARK, HENNEPIN COUNTY, MINNESOTA

Easement Description: Please see attached Easement Exhibit  
for easement to be vacated and proposed.

The portion of said easement sought to be vacated adjoins and abuts lands owned by said petitioners.

Date: 6.4.2019

Petitioner:

Frank Steeves  
(Print Name)

[Signature]  
(Signature)

# Easement Exhibit

**Parcel Description:**

Lot 1, Block 2 MILLS ADDITION TO BROOKLYN PARK, HENNEPIN COUNTY, MINNESOTA

**Easement to be Vacated:**

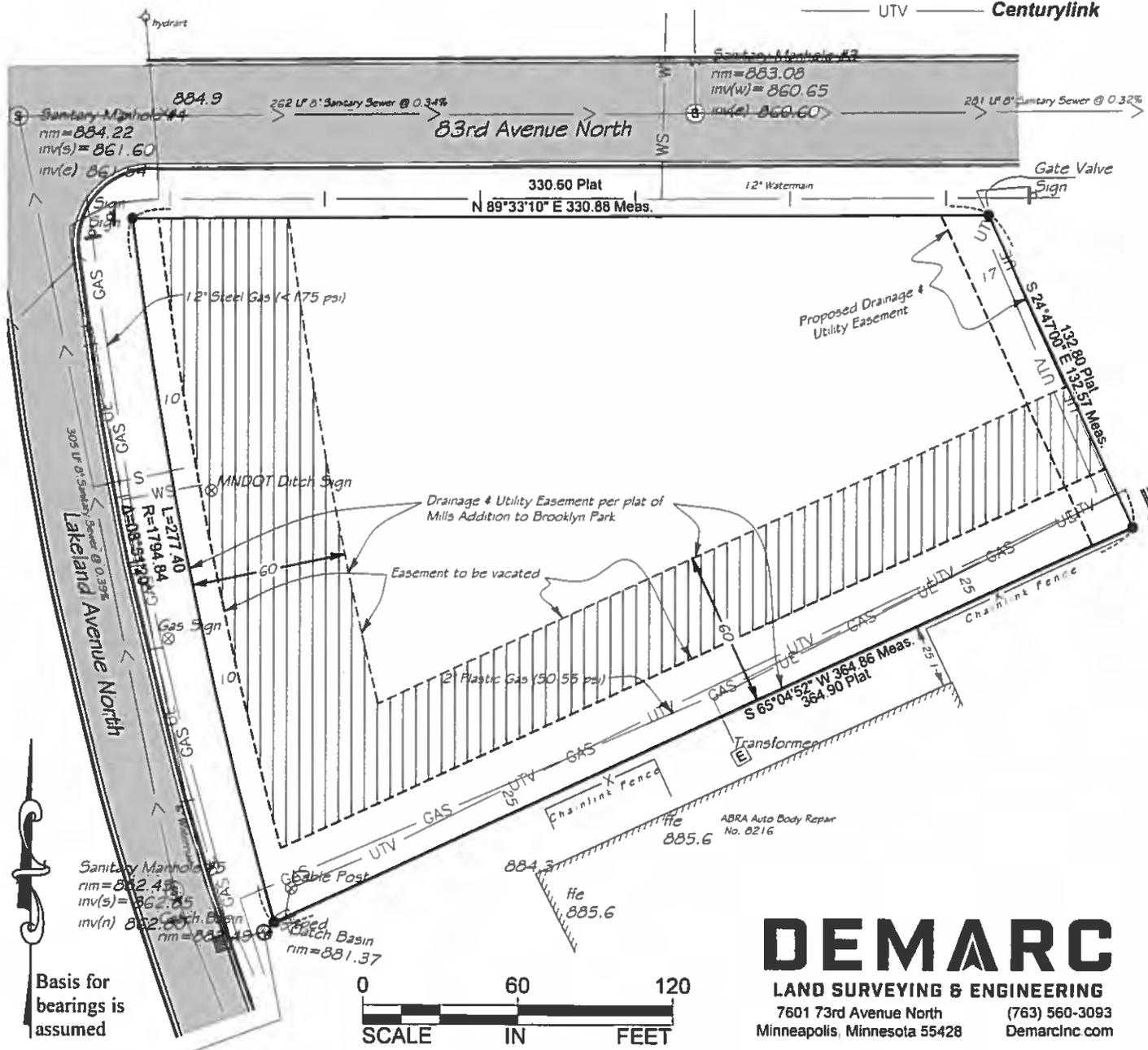
To vacate that part of the Drainage & Utility easement recorded as Doc. # 4601632 and being embraced within Lot 1, Block 2, Mills Addition to Brooklyn Park according to the recorded plat thereof, Hennepin County, Minnesota being described as follows: the northeasterly 50.00 feet of the southwesterly 60.00 feet and the northwesterly 35.00 feet of the southeasterly 60.00 feet of said Lot 1.

**Proposed Drainage & Utility Easement:**

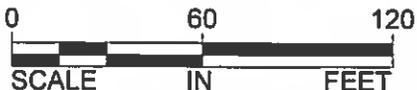
The northeasterly 17.00 feet of Lot 1, Block 2 MILLS ADDITION TO BROOKLYN PARK, HENNEPIN COUNTY, MINNESOTA

**Utility Legend**

- UE — Xcel Energy
- GAS — Centerpoint
- UTV — Centurylink



Basis for bearings is assumed



**DEMARC**  
 LAND SURVEYING & ENGINEERING  
 7601 73rd Avenue North (763) 560-3093  
 Minneapolis, Minnesota 55428 Demarcinc.com

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	6.1	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	Land Use Actions	<b>Originating Department:</b>	Community Development
<b>Resolutions:</b>	XX	<b>Prepared By:</b>	Todd A. Larson, Senior Planner
<b>Ordinance:</b>	SECOND READING		
<b>Attachments:</b>	7	<b>Presented By:</b>	Todd A. Larson
<b>Item:</b>	Second Reading – Ryan Companies US, Inc./IBEW – Rezoning, Plat, and Site Plan Review #19-111 for a Union Hall at 6648-6700 West Broadway Avenue		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2019-\_\_\_\_ AMENDING CHAPTER 152 REZONING PROPERTY FROM DETACHED SINGLE-FAMILY RESIDENTIAL (R3) TO NEIGHBORHOOD RETAIL BUSINESS DISTRICT (B2) SOUTHEAST OF INTERSTATE 94 AND EAST OF WEST BROADWAY

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ APPROVING FINAL PLAT OF "IBEW ACRES" SUBDIVIDING 7.29 ACRES INTO ONE BUSINESS LOT AND ONE OUTLOT SOUTH OF INTERSTATE 94 AND EAST OF WEST BROADWAY

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ APPROVING SITE PLAN REVIEW FOR AN OFFICE BUILDING AT 6700 WEST BROADWAY.

## Overview:

The City Council approved the first reading of the rezoning ordinance and the preliminary plat at its meeting on June 24, 2019. At this meeting, there was discussion of adding the Wickham property at 6716 West Broadway into the plans. The property owner and the IBEW have come to an agreement for this to happen. Tonight's actions include the second reading of the rezoning ordinance, the site plan review for the building, and the final plat. The site plans all still reflect the proposal without the Wickham property, but can easily be adjusted at the time of building permit. The final plat also excludes that parcel and the applicant is requesting final plat approval in order to fulfill the obligations with the other property owners, the Swenson family and Connor Commercial. A revised final plat, including the Wickham property, will be brought forward to the Council for review in the next four to six weeks. Also, the park dedication and future roadway payment will be recalculated with the additional Wickham land added at the time of the updated final plat.

The International Brotherhood of Electrical Workers (IBEW) Local 292 has been in Northeast Minneapolis for many years and needs more space. The organization chose to move to Brooklyn Park for the ability to expand the offices and be more conveniently located for the members outside of the Twin Cities. The new building will have 26,800 square feet on one level and initially have around 15 employees. A portion of the building will be unfinished until the IBEW benefits office moves in (another 15 employees). The building will also have a large meeting room for membership meetings. The site has enough parking for those meetings.

The previously reviewed site currently includes three vacant single-family homes, two of which are on large lots. The properties will be replatted into one lot for IBEW's needs and an outlot for future development. The property needs to be rezoned to a business zoning district (B2) to accommodate this use. Finally, since the site is adjacent to residential property, a site plan review is required.

**Budgetary/Fiscal Issues:**

The proposed facility is a taxable use. Park dedication will also be collected on Lot 1.

**Alternatives to consider:**

1. Approve the proposal as recommended by the Planning Commission.
2. Approve the proposal with modifications.
3. Deny the proposal based on certain findings.

**Attachments:**

- 6.1A ORDINANCE
- 6.1B RESOLUTION – FINAL PLAT
- 6.1C RESOLUTION – SITE PLAN REVIEW
- 6.1D LOCATION MAP
- 6.1E PLANNING AND ZONING INFORMATION
- 6.1F APPLICANT'S NARRATIVE
- 6.1G PLANS

ORDINANCE #2019-

ORDINANCE AMENDING CHAPTER 152  
REZONING PROPERTY FROM DETACHED SINGLE-FAMILY RESIDENTIAL (R3)  
TO NEIGHBORHOOD RETAIL BUSINESS DISTRICT (B2)  
SOUTHEAST OF INTERSTATE 94 AND EAST OF WEST BROADWAY

WHEREAS, the subject properties are described as:

*Lot 1, Block 1, IBEW Acres, Hennepin County, Minnesota; and  
Outlot A, IBEW Acres, Hennepin County, Minnesota*

WHEREAS, the subject property is guided for Business Park in the 2040 Comprehensive Plan; and

WHEREAS, the subject property will have office uses.

NOW, THEREFORE, The City of Brooklyn Park Does Ordain:

**Section 1.**

Section 152 of the Zoning code is amended to rezone the subject property from Detached Single-Family Residential District (R3) to Neighborhood Retail Business District (B2). The map in the City Clerk's office shall be updated accordingly.

RESOLUTION #2019-

RESOLUTION APPROVING FINAL PLAT OF  
“IBEW ACRES”  
SUBDIVIDING 7.29 ACRES INTO ONE BUSINESS LOT AND ONE OUTLOT  
SOUTH OF INTERSTATE 94 AND EAST OF WEST BROADWAY

Planning Commission File #19-111

WHEREAS, the plat of “IBEW Acres” has been submitted in the manner required for platting of land under the Brooklyn Park Codes and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly had thereunder; and

WHEREAS, said plat is consistent with the Comprehensive Plan and the regulations and requirements of the laws of the State of Minnesota and codes of the City of Brooklyn Park, Chapters 151 and 152.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Final Plat Request #19-111 “IBEW Acres” shall be approved subject to the following conditions:

- a. Title review by the City Attorney and all conditions therein.
- b. Easement review by the City Engineer and all conditions therein.
- c. Per requirements set forth above or as subsequently amended by motion, approving Resolution #2019-103 approving the preliminary plat of “IBEW Acres” which is part of this resolution by reference and is on file and can be examined in the City Clerk's office.
- d. Submission of a letter from the land surveyor or engineer indicating the square footage contained in each lot on the plat, per Section 151.043, Subdivision J, of the City Code.
- e. Submission of a CAD copy of the plat.
- f. Park Dedication in the amount of \$31,520.00.

BE IT FURTHER RESOLVED that such execution of the certificate upon said plat by the Mayor and City Manager shall be conclusive showing of proper compliance therewith by the sub divider and City officials and shall entitle such plat to be placed on record forthwith without further formality, all in compliance with M.S.A. 462 and the Ordinance of the City.

RESOLUTION #2019-

RESOLUTION APPROVING SITE PLAN REVIEW FOR AN OFFICE BUILDING  
AT 6700 WEST BROADWAY

Planning Commission File #19-111

WHEREAS, Anthony Adams of Ryan Companies US, Inc., on behalf of the International Brotherhood of Electrical Workers Local Union 292, has petitioned for a Site Plan Review pursuant to Section 152.033 of the Brooklyn Park City Code for an office building located at 6700 West Broadway, legally described as:

*Lot 1, Block 1, IBEW Acres, Hennepin County, Minnesota*

WHEREAS, the matter has been referred to the Planning Commission who have given their advice and recommendation to the City Council; and

WHEREAS, the effect of the proposed use upon the health, safety and welfare of surrounding lands, existing and anticipated traffic conditions and its effect on the neighborhood have been considered.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the site plan for a new office building is approved based on the following conditions:

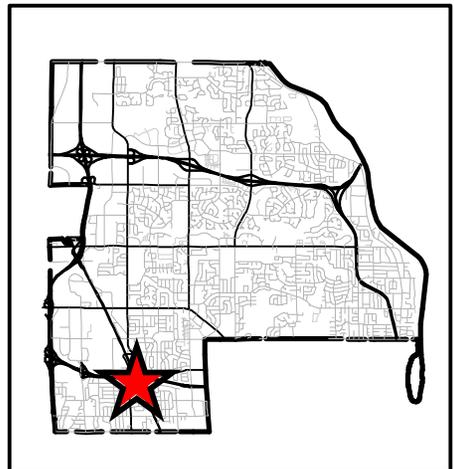
1. The site plans must conform to the intent of the plans dated May 29, 2019, as presented to the Planning Commission.
2. The building plans must conform to the intent of the plans dated May 23, 2019, as presented to the Planning Commission.
3. Site bonding and development contract are required per Section §152.023 in the amount of **\$520,300.00** in the form of a Letter of Credit from the developer for on-site improvements, **\$27,300.00** cash bond for on-site and off-site improvements, and **\$16,400.00** engineering escrow.
4. The parking space shown at the northwest corner of the site must be removed so that all parking spaces maintain the 35-foot setback from residential property.
5. Four flagpoles are permitted along the southeastern side of the building provided the flags are flown in a respectful and tasteful manner regulated by City Code Chapter 150.
6. The monument sign must be shared between users on Lot 1 and future user(s) on Outlot A.
7. The building's meeting rooms must only be used for official business of the office user. Other event types (weddings, showers, etc.) are only allowed after approval of a conditional use permit for an "assembly, banquet, convention hall, or conference centers."

Rezoning/Plat/Site Plan Review #19-111 IBEW  
6648-6700 West Broadway



Spring 2018 Air Photo.

100 Feet



Map Date May 16, 2019

Land Use Plan	Industrial (2030) Business Park (2040 Pending)
Current Zoning	Detached Single-Family Residential District (R3)
Proposed Zoning	Neighborhood Retail Business District (B2)
Surrounding Zoning	West and Northwest – Detached Single-Family Residential District (R3) Southeast – Transit-Oriented Development Center Transition (TOD-CT) South – Multiple-Family Residential District (R6) East – BNSF Rail Corridor and Bottineau Blvd.
Neighborhood	Sunny Lane
Site Area	7.29 acres
IBEW Lot	3.94 acres
Outlot for future use	2.93 acres
Building Area	26,800 ft <sup>2</sup>
Parking Spaces	221 spaces
Conforms to:	
Land Use Plan – Yes (as proposed)	
Zoning Code – Yes (as proposed)	
Variances Needed – number of flagpoles	
Notification	Proposed Development Sign 38 Mailed Notices Sun-Post Legal Notice Sunny Lane Neighborhood Update email

### Zoning and Land Use

The properties are currently zoned Detached Single-Family Residential District (R3) with a 2030 Comprehensive Plan guiding of Industrial. The 2040 Plan that is pending Metropolitan Council review shows the site guided as Business Park. Business Park uses can include office, manufacturing, and warehousing.

The proposed zoning of the property is to Neighborhood Retail Business District (B2). The office use of the property works well with the B2 zoning in relation to the Business Park land use, but this zoning does not allow for manufacturing or warehousing uses. The Quadrant, Triad, and Cambria Mortgage buildings on Northland Circle have the same type of zoning and Comprehensive Plan designation.

The proposed rezoning does not include the property at 6716 West Broadway. An agreement to sell/buy with the current owner was not reached prior to application. If an agreement is reached, the property will be incorporated into the site plan. If an agreement is reached prior to the second reading of the rezoning ordinance, it will be incorporated into that action through reference to the final plat.

### Building Use

The building will be used primarily for the IBEW staff offices. The unfinished portion of the building will be for additional office space anticipated within the next few years. The northern portion of the building will have a large meeting room to accommodate the Union's membership meetings with a catering kitchen for lunch or dinner meetings where food will be catered. These meetings are typically on the weekends or in the evenings to accommodate the members' work schedules.

The meeting room must be used only for IBEW business meetings. The applicant has indicated that they may want to rent out the space to other organizations or individuals for other events, but they are not requesting it at this time. This type of use is allowed under the B2 zoning with the approval of a conditional use permit. This could also result in additional sewer (SAC) and water (WAC) charges or Building Code-required improvements.

### **Building Design**

The one-level building will be constructed primarily of precast concrete panels on a burnished block base. The south half of the building will have a lighter veneer brick applied while the north half will be darker. The entryways will have a tall glass and metal area bumped out from the building for easily visibility and be located on all four sides of the building. The building design meets the requirements of the building materials and articulation portions of City Code.

### **Access and Parking**

The site will have one access onto West Broadway opposite 67<sup>th</sup> Avenue. The driveway is wide enough to accommodate one in-bound lane and two outbound lanes (through/left and right). West Broadway, a Hennepin County Roadway, has a two-lane rural design with paved shoulders for pedestrians and bikes. Parking is not permitted on West Broadway. Hennepin County has reviewed the proposal and is comfortable with IBEW's minimal impacts and will not be requiring any modifications to the roadway for this use. They will review the plans for any development on Outlot A and may require improvements, if appropriate, at that time.

West Broadway will be reconstructed someday. As is standard with development along a rural design County roadway, the City will collect a payment for future roadway improvements in lieu of assessing the property owner for the City's portion of the reconstruction costs. This amount is broken down to \$75,779.60 for roadway, \$17,936.12 for sidewalk/trail, and \$9,416.46 for streetlights for the entire plat.

Parking is located on all four sides of the building. For daily use, the spaces immediately adjacent to the building are likely to be sufficient. For membership meetings, the parking to the east and northeast of the building will be convenient to the meeting room entrances. For the office and meeting uses, 215 spaces are required, and 221 spaces are proposed.

From residential properties, the setback for parking spaces is 35 feet. The applicant is showing one parking space in this area at the northwest corner of the lot and originally requested a variance for it. There is ample room on-site to accommodate parking that meets the setbacks. In addition, the amount of parking that is proposed is six spaces above the minimum, so removal of the one space will not negatively impact the operations. If the remaining home is incorporated into the site, this a moot point. Otherwise, staff recommends the space be removed. The applicant has indicated they will remove this parking space. In the event the Wickham property is included in the plans, this area can be used for additional parking, storm water management, and/or an in-bound (only) access to the site based on previous direction of the Hennepin County Transportation Department.

### **Pedestrian Connections**

A walkway wraps around the building so that all entrances are connected with the parking lot. A connection is shown to the property line anticipating a sidewalk along West Broadway after reconstruction. Bicycle racks are proposed near the employee patio entrance.

### **Landscaping and Screening**

The landscape plan shows the required number of overstory, ornamental, and evergreen trees. Several shrubs will be planted around the site as well. No landscaping is proposed in the vacant Outlot A, but it will need to be maintained properly.

The building's rooftop units will be placed so that they are not visible from surrounding property. The applicant has noted that the perspective views on page A3.2 take into account the placement of the units and provide a realistic rendering of the building, instead of the flat elevations shown on page A3.1.

A six-foot tall wood privacy fence is proposed along the 6716 West Broadway property line with several overstory trees adjacent for extra height. The fence will be eliminated if the property is incorporated into the site.

### **Signage**

IBEW's monument sign is shown on Outlot A. Since it is located on a different parcel, it must be shared. The applicant has indicated that they will design it large enough to accommodate a future user in Outlot A.

The applicant is also proposing four flagpoles along the south side of the building: United States, Minnesota, POW/MIA, and IBEW. City Code limits the number of flags and poles in the Sign Code:

*150.04(N) – One flagpole may be erected for each 100 feet of street frontage, not to exceed a total of three flagpoles. Height of the poles must not exceed the building height regulations, as specified by the zoning ordinance for the district where the poles are located, and flag length must not exceed 25% of the pole height, and no more than two flags per pole are permitted.*

In IBEW's case, they have 260 feet of frontage and therefore are limited to two flagpoles. The placement of the poles is east of the building's main (south) entrance, not along the roadway. The intent of the rule is to prevent the flag from becoming commercialized or as an attention-getting technique, such as at a car dealership. In IBEW's case, the intent of the rule is being followed and the flags will be flown in a respectful and tasteful manner and therefore should be allowed.

### **Storm Water Management**

There is a storm water basin proposed for the eastern end of the property. The basin is designed to accommodate the need for the IBEW development, but it can be expanded to meet the needs of a development on Outlot A.

Along West Broadway, there is a subtle ditch. Hennepin County is requesting to review the grading plan at the time of the driveway permit to ensure that storm water management is maintained.

### **Lighting**

The proposed photometric plan shows several 15-foot tall light poles throughout the parking lot to meet City Code. All lights must be downcast and shielded to prevent glare.

### **Utilities**

Water and sanitary sewer are available under West Broadway. New lines will be extended off these mains to serve the school and future buildings. This line will be public, but the service lines will be private.

### **Park Dedication**

Park dedication is required on Lot 1. The current rate is \$8,000 per acre. Payment will be required on Outlot A at the time of its platting at the rate in effect at the time.

## CITY OF BROOKLYN PARK

### IBEW LOCAL UNION 292

#### PROJECT NARRATIVE

May 1<sup>st</sup>, 2019

May 29<sup>th</sup>, 2019 UPDATED

#### **IBEW Background**

The International Brotherhood of Electrical Workers (IBEW) is a Union that represents approximately 750,000 active members and retirees in the United States and Canada. IBEW represents Members in a variety of fields including utilities, construction, telecommunications, broadcasting, manufacturing, railroads and government. IBEW is built on the backbone of providing fair contracts, great employment opportunities, and a fantastic education program for its Members. The Local Union 292 was chartered July 30, 1902 and currently has locations in Minneapolis and St. Cloud. Local 292 has 4,500 members of which 700 are active Apprentices at two training facilities located in St. Michael and Fridley. After their Apprenticeships these Members will become licensed journey workers with a respectable career in the electrical industry. The IBEW facilities strive to recruit women and minorities. Local 292 believes in giving back to the communities through various volunteer opportunities, such as; Habitat for Humanity, Food Drives and repair work at women's shelters in the Minneapolis area, lighting upgrade at Little Earth Community Center, the Veterans Eagle's Healing Nest in Anoka and Second Harvest Heartland just to name a few. Also offered are a vast number of groups for the members to become a part of; the Electrical Workers Minority Caucus (EWMC), Sisters in Solidarity (SIS), Reach out and Engage Next-gen Electrical Workers (RENEW), Retires Club and Veterans Alliance. These groups help Members overcome challenges through mentoring, teach volunteerism and help to make lasting connections in the community.

#### **Project Summary**

IBEW is looking to construct a one-story, 26,000± SF office and meeting space in Brooklyn Park. IBEW has partnered with Ryan Companies to perform the construction services and manage the design consultants throughout the duration of the project. Pope Architects has been hired as the building Architect and Loucks & Associates has been hired for the Civil Engineering and Landscape Architecture design.

The proposed building consists of three main uses: IBEW's main office, a large dividable meeting space for IBEW member meetings, and a future Benefits office. The future Benefits

office will be shelled out until approximately the year 2024 when that service will be moved to this new location. Entrances to the building are proposed on all four sides: the main IBEW office entrance located on the south side, two entrances specifically for the events space located on the east and north sides, and a future Benefits entrance on the west side. The future Benefits entrance will be constructed when that service is moved in to the building. The two entrances for the events space will be locked at times when there are not events at the facility.

There is an attached garage near the northeast corner of the building that will store a 25' trailer and will serve as a food unloading area for any catered meetings. IBEW expects loading and delivery traffic on the day of meetings only. Trash will be located inside of an enclosed appendage to the building at the northeast corner. The material for the trash enclosure is proposed to match the exterior skin of the building. Stormwater management will be handled by a surface infiltration basin near the east edge of the site.

IBEW envisions a regular weekday shift schedule of 7:30am to 4:00pm for about 16 employees. When the Benefits office moves in they are estimating approximately 12 employees that will follow the same shift schedule. The following meetings are also proposed throughout the year:

1. COPE, Stewards and General Membership Meeting
  - a. Second Tuesday of every month
  - b. 20 people 5pm
  - c. 30 people 6pm
  - d. 150 people 7pm
2. Snowball Dinner and Dance
  - a. February, Saturday evening
  - b. 150-250 people
3. Members Christmas Party
  - a. December, Friday night
  - b. 150-200 people
4. Family Picnic
  - a. August, Saturday
  - b. 1,000 people
5. Retirees Luncheon
  - a. December
  - b. 275 people
6. Retiree & Stewards Dinner
  - a. Both in May (2 separate events)
  - b. 100 people

The new plat proposes the three existing properties to be combined into Lot 1 Block 1, which will contain the IBEW building and parking area, and the remainder of the property as Outlot A. IBEW wishes to retain ownership of Outlot A should they ever wish to expand their business with another IBEW building on that Outlot. As they don't know if or when they will ever need

to expand, they wish for the Outlot to remain separate from their Lot 1 Block 1 property to potentially sell that land off in the future. There is some present day cost savings for the project to leave Outlot A as an outlot instead of platting it as a lot. IBEW plans to use those cost savings to further enhance the aesthetics of their proposed site and building.

Once per year IBEW hosts a company picnic with as many as 1,000 attendees (number 4 above). Historically they have hosted this event at public parks or zoo pavilions, but they would like to utilize Outlot A as picnic space for the period that the outlot remains undeveloped. During this picnic, cars would park in the grass and a tent would be set up on the outlot. Discussions have occurred with city staff regarding pulling a large event permit at the time of the picnic and no further approvals are requested for the event or outlot at this time.

### **Platting and Rezoning**

The project site is located southeast of the West Broadway and I 694 bridge intersection. The site currently consists of three parcels. The north central parcel is owned by J Swenson & G Swenson Et Al, the south central parcel is owned by Harriet M Swenson, and the southwest parcel is owned by Conor Commercial Re LLC. The Parcel Identification (PID) numbers and Site Addresses are listed below:

- PID: 3211921210009 Site Address: 6700 W Broadway
- PID: 3211921210007 Site Address: 6656 W Broadway
- PID: 3211921240006 Site Address: 6648 W Broadway

IBEW is intending to purchase the properties once the necessary entitlements are secured.

The northwest parcel that is owned by David L Wickham is not intended to be purchased for this development and will remain as residential property. The PID and address for that site is

- PID: 3211921210005 Site Address: 6716 W Broadway

Included in this submittal are the necessary materials for a Preliminary and Final Plat to combine the three under IBEW ACRES. The Plat will separate the parcel into two portions: the north portion, Lot 1, Block 1, will consist of the IBEW building and associated parking and the southern portion will be platted as Outlot A. Consent letters from the three existing property owners are included with this submittal as well.

A Rezoning application is included to simultaneously rezone the property from R3 Detached Single-Family Residential District to B-2 Neighborhood Retail Business District. The current future land use map designates this area as High Density Residential according to the 2030 Comprehensive Plan. According to the Brooklyn Park website, the city is currently undergoing the approval for an updated 2040 Comprehensive Plan. The IBEW project team requests the city

to advise if a Comprehensive Plan Amendment is necessary based on the proposed future land use map for the 2040 Plan as we have not been able to see that plan.

**Building Materials**

The exterior wall materials will primarily consist of architectural precast wall panels in two predominant finishes: thin brick veneer and acid etch exposed concrete. The entrance areas will be accented by composite metal panels and the windows consist of insulated glass in anodized aluminum frames. The base of the building will feature a 2'-8" burnished block with precast stone accents. The trash appendage to the building proposes to use similar precast wall panels to enclose this structure.

**Approximate Building Square Footage**

IBEW Office:	8,667 SF
IBEW Events Space:	9,867 SF (including prefunction space)
Benefits Office:	4,612 SF
<u>Accessory Uses:</u>	<u>3,264 SF (restrooms , garage, mechanical)</u>
<b>Total:</b>	<b>26,410 SF</b>

**Parking Requirements**

Parking is located on all sides of the building with approximately 16 stalls utilized daily for the IBEW office and the remainder of the parking used for events that occur in the meeting hall. The stalls near the west side of the building will be used by the Benefits employees when that service is moved to this building. Approximately 12 employees are estimated for the Benefits office.

The site plan designates 221 auto parking stalls to be constructed for the development. Seven of those stalls will be handicap stalls to meet accessibility codes, in which they have been spread around the building between each of the entrance locations. Twenty four motorcycle stalls are proposed on a concrete pad near the east side of the building. IBEW intends to use these as six auto parking stalls during the winter months. Two of the auto stalls will be designated as Electric Vehicle (EV) charging stations with another two stalls supplied conduit for future EV stalls to be built if additional charging stations are needed in the future. Four bicycle racks are provided on the east side of the building near the employee patio space.

The city code parking requirements that apply to this facility are:

Office (> 6,000 SF)	Minimum 5/1,000 gsf Maximum 5.5/1000 gsf
Assembly	1/2.5 seats

The calculation of required parking is shown below and detailed out in the Site Plan.

IBEW Office @ 8,667 SF

Benefits Office @ 4,612 SF

**Subtotal (13,279 SF/1000) x 5.5 = 73 Stalls**

IBEW Events Space @ 353 seats (5,306 SF @ 15 sf / seat)

**Subtotal 353 seats / 2.5 = 142 stalls**

**Total Stalls Required = 215 Stalls**

A total of 215 parking stalls are required per city code for the full buildout. We have provided 221 parking stalls on site. Please note: we believe the required number of stalls is close enough to the maximum enough parking allowed on the site that a variance is not necessary for parking.

### Site Access

One full movement access point will be provided for the site from W Broadway Ave proposed to match up directly with 67<sup>th</sup> Ave across the street. This access drive was widened to be 36 ft to provide an inbound lane and two outbound lanes up to the first parking drive aisle per the request of planning staff. The access drive is kept at 30' for the remainder of the length so it can adequately serve the future Outlot to the south when it is developed.

To provide pedestrian access to the public right-of-way, the sidewalk that runs along the south side of the building was extended through the parking aisle to connect with the west property line. Future connection from the sidewalk stub at the property line to the future West Broadway sidewalk should be made by the County at the time of the West Broadway improvements.

### Utilities and Stormwater Management

The site will consist of City Water, City Sanitary, and on-site storm water systems. Water to the site will be provided from an existing main located along W Broadway Ave and run under an easement through a portion of Outlot A. The water service will provide water to two proposed fire hydrants as well as a 6" fire service and 2" domestic services to the building.

The sanitary sewer service for this site will be connected to an existing manhole located at the intersection of 67<sup>th</sup> Ave. N. and W. Broadway Ave. Future development of the outlot will be able to utilize this sanitary sewer as well.

Storm water on site will be routed to on site catch basins, which are then piped to a proposed infiltration basin on the east side of the site. The infiltration basin has been designed to drain dry within 48 hours and can accommodate back to back 100 year rainfall events to meet the requirements for Shingle Creek Watershed District for sites that are considered land locked basins with no discernable outlet. A maximum impervious percentage of 70% was used for the design of the stormwater system between Lot 1 and Outlot A.

### **Sustainability**

IBEW is looking into potential sustainability options such as utilizing solar on the roof of the building and using geothermal wells throughout the site. A pricing and return on investment exercise is ongoing and will be the determining factor on if those items are implemented on the site. We can provide the city with additional information as needed.

### **Signage**

A monument sign is proposed on the south side of the access point to the site. Directional signs will be placed further into the site to direct employees, visitors, and deliveries to the entrances of the building or to the loading and trash area. Two locations are proposed for the building signage, one on the south side near the main entrance and one on the east side. The approximate size and locations are shown on the building elevations. Final design of the site and building signage will be completed later, but it is our intent to follow the current city ordinances for size, location, and appearance. Four flag poles are also proposed on the south side of the site near the main entrance.

### **Landscaping**

The existing trees on the 'north' parcel are planned to be removed. IBEW is following the B-2 Neighborhood Retail Business District zoning code for proposed landscaping on the property. A calculation summary is included on the landscape plan sheet. The proposed building and surrounding site are to be sodded or seeded with turf seed. Special attention was focused around the northernmost residential property owner to provide an adequate buffer between his property and the IBEW property. A 6' solid screen fence as well as multiple trees are proposed to be planted as a buffer.

The existing trees on the 'south' parcel will be reviewed by the owner and the Landscape Architect. Invasive, dead or dying trees are planned to be removed from the property. Disturbed areas due to the tree removal will be seeded with an appropriate seed mixture.

## Variations

The IBEW project team is requesting the two variations shown below to be considered with the approvals of this project. Justification for each variation follows the description request of the variation.

1. Parking setback adjacent to north property owner
  - a. Request: To exceed the 35' required parking setback for a B-2 zoned site adjacent to a Residential zoned site (near the northwest corner of the property) with one parking stall and two parking aisles.
  - b. Justification: The practical difficulties from section 152.034 of the zoning code that apply to this variation are:
    - i. **152.034 (B) (1) The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance** – There is one parking stall that partially exceeds the setback and the direction of those headlights are directed into the I-694 bridge embankment, not into the residential property. There are two parking aisles that exceed the setback but those are located near the rear of the building and will have a low utilization rate. Lastly, we are providing ample screening between the residential property and the IBEW site with a 6' high screen fence and vegetation.
    - ii. **152.034 (B) (3) Granting of the variation will not alter the essential character of the area or neighborhood where the property is located** – The location of the parking stall and parking aisles that encroach on the setback will not alter the character of the area as the screening provided are plentiful.
2. Allowance of four flag poles on site
  - a. Request: To allow four flag poles on the site instead of the three typically allowed through the city code.
  - b. Justification: The practical difficulties from section 152.034 of the zoning code that apply to this variation are:
    - i. **152.034 (B) (1) The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance** – Size of the flags and heights of the pole have not yet been determined; IBEW is willing to work with the City of Brooklyn Park on identifying the

appropriate height, size, and spacing of the flag poles to create a visually appealing layout that the city deems reasonable.

- ii. **152.034 (B) (3) Granting of the variance will not alter the essential character of the area or neighborhood where the property is located** –  
As stated previously, IBEW is willing to work with the City on the height, size, and location of the poles to fit within the character of the area.





POINT 829.23 (830.33 MEASURED) FEET SOUTH OF THE NW COR. OF THE NE 1/4 OF THE NW 1/4

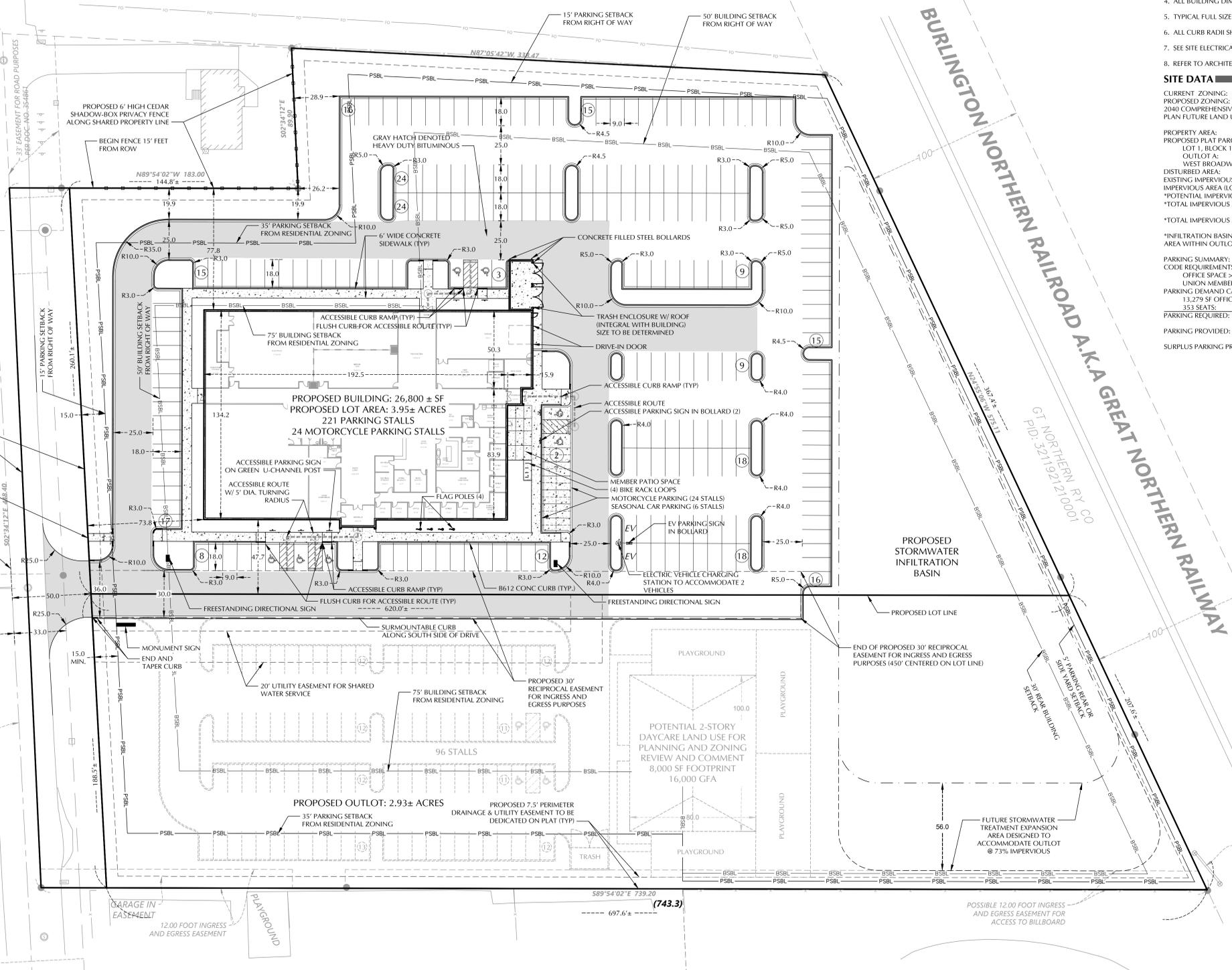
# INTERSTATE HIGHWAY NO. 94

MODERN ROAD

WEST BROADWAY CSAH NO. 8

67TH AVENUE N.

BURLINGTON NORTHERN RAILROAD A.K.A GREAT NORTHERN RAILWAY



## SITE NOTES

1. ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEETS AND STATE/LOCAL JURISDICTION REQUIREMENTS.
2. ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND LOCAL/STATE REQUIREMENTS.
3. ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
5. TYPICAL FULL SIZED PARKING STALL IS 9' X 18' UNLESS OTHERWISE NOTED.
6. ALL CURB RADII SHALL BE 5.0' UNLESS OTHERWISE NOTED.
7. SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING.
8. REFER TO ARCHITECTURAL SITE PLAN FOR BUILDING SETBACKS.

## SITE DATA

CURRENT ZONING: R-3 DETACHED SINGLE-FAMILY RESIDENTIAL  
 PROPOSED ZONING: B-2 NEIGHBORHOOD RETAIL BUSINESS DISTRICT  
 2040 COMPREHENSIVE PLAN FUTURE LAND USE: EMPLOYMENT CENTER

PROPERTY AREA: 7.29 ± AC  
 PROPOSED PLAT PARCEL AREAS:  
 LOT 1, BLOCK 1: 3.94 AC  
 OUTLOT A: 2.93 AC  
 WEST BROADWAY ROW: 0.41 AC  
 DISTURBED AREA: 5.77 ± AC  
 EXISTING IMPERVIOUS AREA: 0.43 AC (6.0%)  
 IMPERVIOUS AREA (LOT 1): 2.86 AC (39.0% OF LOT 1)  
 \*POTENTIAL IMPERVIOUS AREA (OUTLOT A): 1.40 AC (49.1% OF OUTLOT A)  
 \*TOTAL IMPERVIOUS AREA: 4.25 AC (61.89% OF PLAT)

\*TOTAL IMPERVIOUS AREA NOT TO EXCEED 70% PER CODE  
 \*INFILTRATION BASIN WITH EXPANSION AREA DESIGNED TO ACCOMMODATE 2.13 ACRES IMPERVIOUS AREA WITHIN OUTLOT A OR 70% IMPERVIOUS AREA FOR THE ENTIRE DEVELOPMENT

PARKING SUMMARY:  
 CODE REQUIREMENTS:  
 OFFICE SPACE > 5,000 SF: MAX 5.5 PARKING STALLS / 1,000 SF  
 UNION MEMBER MEETING SPACE: 1 STALL / 2.5 SEATS  
 PARKING DEMAND CALCULATIONS:  
 13,279 SF OFFICE: 13,279/1000 x 5.5 = 73 STALLS  
 353 SEATS: 353/2.5 = 142 STALLS  
 PARKING REQUIRED: 215 STALLS  
 PARKING PROVIDED: 221 STALLS  
 SURPLUS PARKING PROVIDED TO ACCOMMODATE ANNUAL SPECIAL EVENT DEMAND

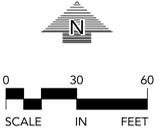
## GENERAL NOTES

1. MINNESOTA STATE STATUTE REQUIRES NOTIFICATION PER "GOPHER STATE ONE CALL" PRIOR TO COMMENCING ANY GRADING, EXCAVATION OR UNDERGROUND WORK.
2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASE OF THIS PROJECT. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGES TO ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASE OF THIS PROJECT.
4. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
5. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
6. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTORS PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTORS SAFETY MEASURES IN, OR NEAR THE CONSTRUCTION SITE.
7. BEFORE BEGINNING CONSTRUCTION THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH NPDES PERMIT REQUIREMENTS, BEST MANAGEMENT PRACTICES, STATE AND LOCAL REQUIREMENTS AND THE DETAILS SHOWN ON THE DETAIL SHEETS OF THE PROJECT PLANS.
8. ALL CONSTRUCTION PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
9. ALL ENTRANCES AND CONNECTIONS TO CITY STREETS SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND NOTIFICATIONS AS REQUIRED.
10. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE CITY. THIS SHALL INCLUDE ALL SIGNAGE, BARRICADES, FLASHERS AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES.
11. ADJUST ALL EXISTING STRUCTURES, BOTH PUBLIC AND PRIVATE TO THE PROPOSED GRADES WHERE DISTURBED AND COMPLY WITH ALL REQUIREMENTS OF THE UTILITY

- OWNERS, STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
12. EXISTING CONDITIONS AND TOPOGRAPHIC SURVEY WERE PREPARED BY WESTWOOD PROFESSIONAL SERVICES. LOUCKS DOES NOT GUARANTEE THE ADEQUACY OR ACCURACY OF WORK PREPARED BY OTHERS. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ERRORS OR OMISSIONS RELATED TO EXISTING SITE CONDITIONS IMMEDIATELY.
  13. SUBGRADE PREPARATION SHALL BE PERFORMED IN ACCORDANCE WITH MNDOT 2112. THE TOP 3 FEET SHALL BE COMPACTED TO 100% OF THE STANDARD PROCTOR DENSITY.
  14. AGGREGATE BASE SHALL BE MNDOT 2211 CLASS 5. COMPACTION SHALL BE BY THE QUALITY COMPACTION METHOD.
  15. PLANT MIXED BITUMINOUS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH MNDOT 2360 WITH MIX DESIGN AS SHOWN ON THE DETAILS. COMPACTION SHALL BE BY THE ORDINARY COMPACTION METHOD.
  16. CONCRETE CURB & GUTTER SHALL BE PERFORMED IN ACCORDANCE WITH MNDOT 2531. CURING SHALL BE BY THE MEMBRANE CURING METHOD. EXPANSION JOINTS EVERY 200 FEET AT ALL FIXED OBJECTS. CONTRACTIONS JOINTS EVERY 10 FEET.
  17. CONCRETE WALK SHALL BE PERFORMED IN ACCORDANCE WITH MNDOT 2521. CURING SHALL BE BY THE MEMBRANE CURING METHOD. EXPANSION JOINTS AT ALL FIVES OBJECTS. CONTRACTIONS JOINTS EVERY 5 FEET.
  18. A CITY RIGHT-OF-WAY PERMIT IS REQUIRED TO WORKING WITHIN CITY ROW.



**WARNING:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.  
 THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



**POPE ARCHITECTS**  
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 www.popearch.com

**RYAN**  
 BUILDING LASTING RELATIONSHIPS

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
 AFFILIATED WITH THE INTERNATIONAL UNION OF ELECTRICAL WORKERS  
 ESTABLISHED NOV. 24, 1891  
 440 - U.S. PAT. OFF.

**IBEW Local Union 292**  
 Corporate Office Building  
 6700 W Broadway Ave  
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 LOUCKS PROJECT NO. 19150.00

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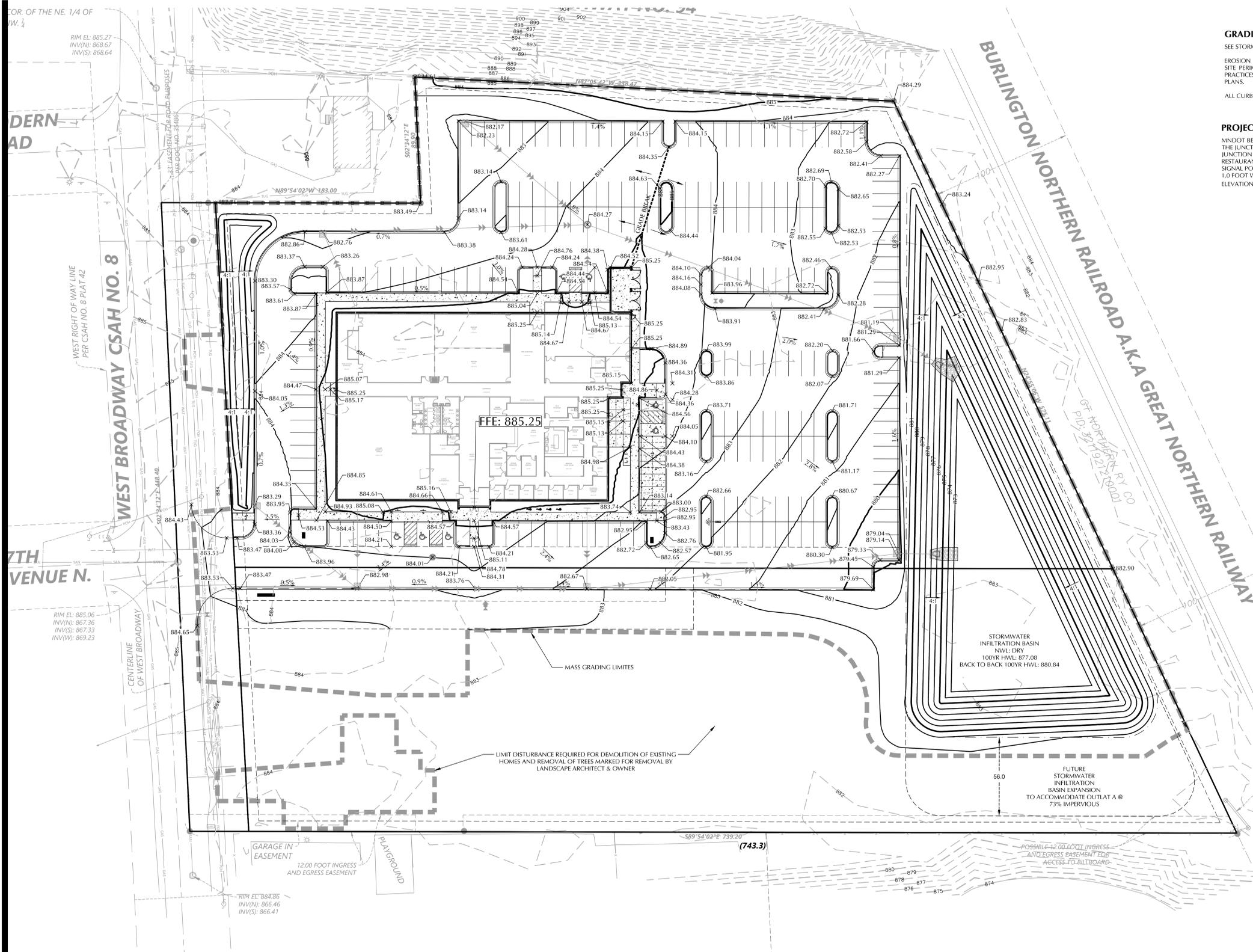
## PRELIMINARY SITE PLAN

DATE	DESCRIPTION
8/20/20	PRELIMINARY DESIGN
8/27/20	REVISED DESIGN
8/27/20	REVISED DESIGN
8/27/20	REVISED DESIGN
8/27/20	REVISED DESIGN

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

Michael J. St. Martin - PE  
 License No. 24440  
 Date  
 Computer: 68151-19079  
 Title: CDL  
 Project: MJS

SHEET  
**C2-1**  
 0 30 60  
 SCALE IN FEET



**GRADING & DRAINAGE NOTES**  
 SEE STORMWATER POLLUTION PREVENTION PLAN FOR SOIL STABILIZATION INFORMATION.  
 EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE ESTABLISHED AROUND THE ENTIRE SITE PERIMETER AND IN ACCORDANCE WITH NPDES PERMIT REQUIREMENTS, BEST MANAGEMENT PRACTICES, CITY REQUIREMENTS AND THE DETAILS SHOWN ON THE CIVIL DETAILS SHEETS OF THESE PLANS.  
 ALL CURB SPOT ELEVATIONS ARE TO GUTTER LINE UNLESS NOTED OTHERWISE.

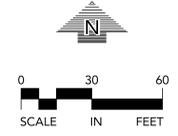
**PROJECT BENCHMARK**  
 MNDOT BENCHMARK 2721G: IN BROOKLYN PARK, 0.4 MILE NORTHWEST ON COUNTY ROAD 81 FROM THE JUNCTION OF TRUNK HIGHWAY 81 AND INTERSTATE HIGHWAY 94, SOUTHEAST OF THE JUNCTION OF COUNTY ROAD 81 AND COUNTY ROAD 8, 103.2 FEET WEST-SOUTHWEST OF A WENDY'S RESTAURANT SIGN, 110.0 FEET SOUTHWEST OF COUNTY ROAD 8, 78.8 FEET SOUTH-SOUTHWEST OF A SIGNAL POLE, 54.0 FEET NORTHEAST OF COUNTY ROAD 81, 41.0 FEET SOUTHWEST OF A LIGHT POLE, 1.0 FOOT WEST OF A WADSWORTH ELEVATION = 879.568 (NAVD88)

- GRADING, DRAINAGE & EROSION CONTROL SPECIFICATIONS**
- SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
  - CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.10 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
  - ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF PREMIUM TOP SOIL AND SEED/MULCH OR SOD. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED. VERIFY WITH LANDSCAPE PLAN.
  - FOR SITE RETAINING WALLS "TW" EQUALS SURFACE GRADE AT TOP FACE OF WALL (NOT TOP OF WALL), "CW" EQUALS SURFACE GRADE AT BOTTOM FACE OF WALL (NOT BOTTOM OF BURIED WALL COURSES).
  - REFER TO THE REPORT OF GEOTECHNICAL EXPLORATION AND REVIEW (REPORT NO. XXI, DATED XXXX/19 AS PREPARED BY BRAUN INTERTEC, INC. FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS.
  - STREETS MUST BE CLEANED AND SWEEPED WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS, OR AS DIRECTED BY CITY. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
  - DUST MUST BE ADEQUATELY CONTROLLED.
  - SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
  - SEE UTILITY PLAN FOR WATER, STORM AND SANITARY SEWER INFORMATION.
  - SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
  - A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEEPED.
  - THE CONTRACTOR ALONG WITH THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES, INCLUDING ANY CITY PERMITS AND THE NPDES PERMIT FROM THE MPCA.
  - INSTALL EROSION CONTROL AND TREE PROTECTION MEASURES BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME EROSION CONTROLS SUCH AS BAILE CHECKS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN SPECIFIC AREAS. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.

- THE CONTRACTOR SHALL ADHERE TO ALL REQUIREMENTS OF THE MPCA NPDES PERMIT. THE AREA TO BE DISTURBED SHALL BE MINIMIZED AND TURF SHALL BE ESTABLISHED WITHIN THE TIME REQUIRED.
- GRADES SHOWN ARE FINISHED GRADES.
- FINAL GRADING TOLERANCES ARE +/-0.1 FEET TO FINISH GRADES.
- UNDER PAVEMENTS COMPACT THE UPPER 3 FEET OF SUBGRADE TO 100% STANDARD PROCTOR DENSITY AT OPTIMUM MOISTURE CONTENT AND 95% STANDARD PROCTOR DENSITY BELOW THE UPPER 3 FEET OF SUBGRADE. OUTSIDE PAVEMENT AREAS COMPACT EMBANKMENTS TO 95% STANDARD PROCTOR DENSITY.
- WORKING HOURS ARE 7:00 AM - 10:00 PM, MONDAY - SATURDAY. A 48 HOUR NOTICED IS REQUIRED FOR SATURDAY WORK.
- THE CONTRACTOR MUST HAVE A CITY LICENSE.
- A CITY RIGHT-OF-WAY PERMIT IS REQUIRED PRIOR TO WORKING WITHIN CITY ROW.
- TURF REINFORCEMENT MAT (TRM) SHALL BE LANDLOK 450, AS MANUFACTURED BY PROPEX GEOSOLUTIONS, OR APPROVED EQUAL. THE CONTRACTOR SHALL FOLLOW ALL OF THE MANUFACTURERS INSTRUCTIONS FOR INSTALLATION.
- STRUCTURAL RETAINING WALL, FENCING AND HANDRAIL DESIGN BY OTHERS. REFER TO ARCHITECTURAL PLANS.



**WARNING:**  
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**RYAN**  
 BUILDING LASTING RELATIONSHIPS

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - AFFILIATED WITH IBEW LOCAL UNION 292  
 OPERATED NOV. 28, 1951  
 INTERNATIONAL ASSOCIATION OF INDUSTRIAL ORGANIZATIONS  
 PAT. OFF.

IBEW Local Union 292  
 Corporate Office  
 Building  
 6700 W Broadway Ave  
 Brooklyn Park, MN  
 55428

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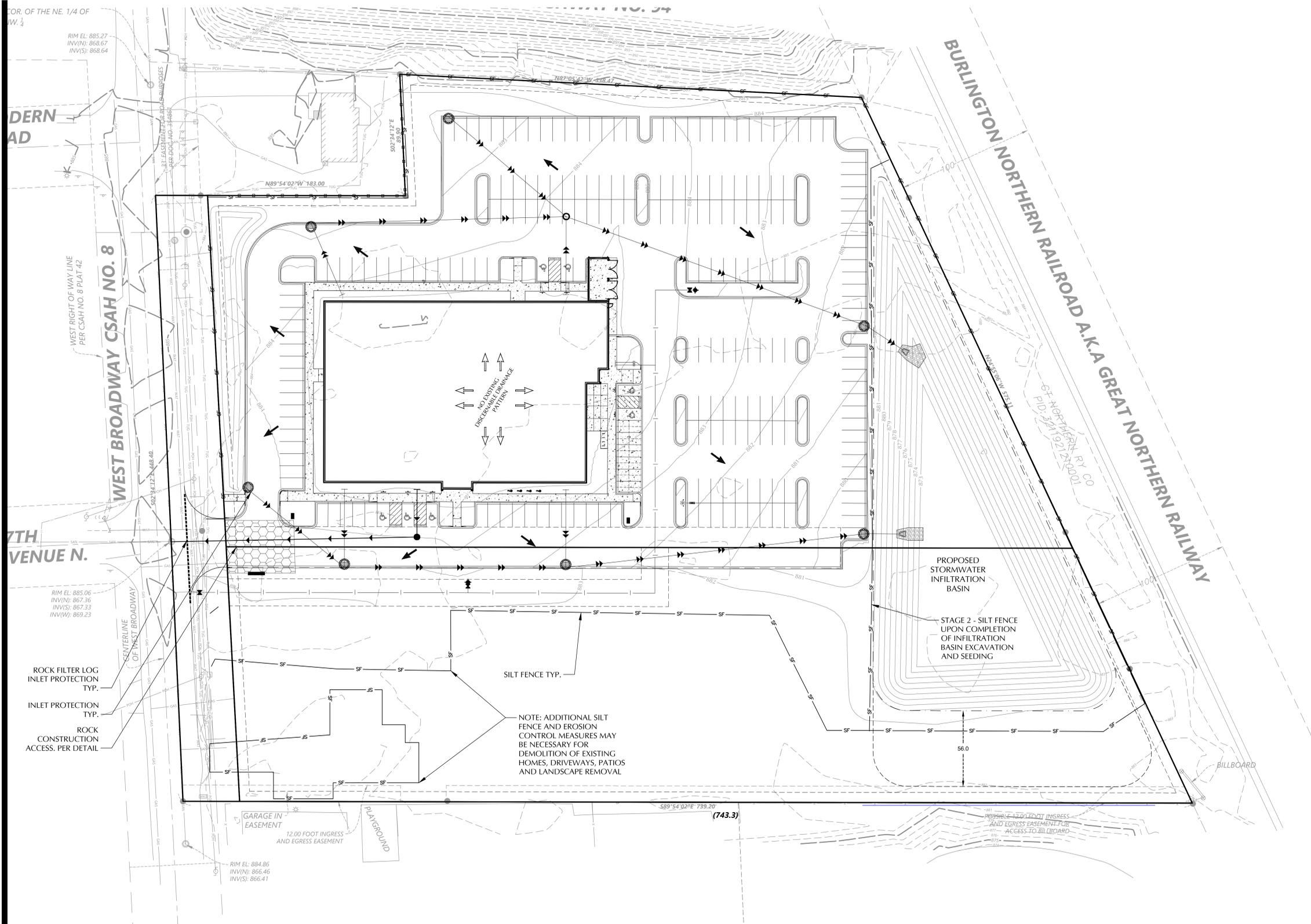
**PRELIMINARY GRADING PLAN**

Issue No.	Description	Date
1	PRELIMINARY REVIEW	10/20/23
2	REVISED PLAN	10/20/23
3	REVISED PLAN	10/20/23
4	REVISED PLAN	10/20/23

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

Michael J. St. Martin - PE  
 License No. 24440  
 Date: \_\_\_\_\_  
 Creation No. 68151-19079  
 Drawn by: CDL  
 Checked by: MJS

SHEET  
**C3-1**  
 TOTAL SHEETS: 1



COR. OF THE NE. 1/4 OF  
TWP. 1

DERN  
AD

WEST BROADWAY CSAH NO. 8  
WEST RIGHT OF WAY LINE  
PER CSAH NO. 8 PLAT 42

7TH  
VENUE N.

RIM EL: 885.06  
INV(N): 867.36  
INV(S): 867.33  
INV(W): 869.23

ROCK FILTER LOG  
INLET PROTECTION  
TYP.

INLET PROTECTION  
TYP.

ROCK  
CONSTRUCTION  
ACCESS. PER DETAIL

GARAGE IN  
EASEMENT

12.00 FOOT INGRESS  
AND EGRESS EASEMENT

PLAYGROUND

RIM EL: 884.86  
INV(N): 866.46  
INV(S): 866.41

NOTE: ADDITIONAL SILT  
FENCE AND EROSION  
CONTROL MEASURES MAY  
BE NECESSARY FOR  
DEMOLITION OF EXISTING  
HOMES, DRIVEWAYS, PATIOS  
AND LANDSCAPE REMOVAL

PROPOSED  
STORMWATER  
INFILTRATION  
BASIN

STAGE 2 - SILT FENCE  
UPON COMPLETION  
OF INFILTRATION  
BASIN EXCAVATION  
AND SEEDING

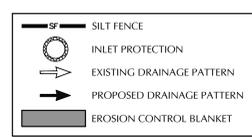
BURLINGTON NORTHERN RAILROAD A.K.A GREAT NORTHERN RAILWAY

67' NORTHERN RY CO  
PID. 2A 1922 27000

BILLBOARD

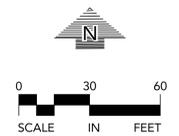
589°54'02"W 739.20  
(743.3)

**SWPPP LEGEND**



**ESTIMATED QUANTITIES**

DESCRIPTION	UNIT	QUANTITY
TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1
PREFABRICATED CONCRETE WASHOUT	EA	0
SILT FENCE (STANDARD)	LF	2,500
ROCK FILTER LOG	LF	81
INLET PROTECTION	EA	7
SEEDING	AC	1.8±



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**RYAN**

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Building

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Brooklyn Park, MN  
55428

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**PRELIMINARY SWPPP**

REVISION	DATE	BY	DESCRIPTION

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

Michael J. St. Martin - PE  
License No. 24440  
Date

Contract No. 68151-19079  
Scale CDL  
Project MJS

SHEET

**C3-2**

SCALE 1" = 30'

SWPPP: 19150.00.DWG (1/24/2019) 10:00 AM

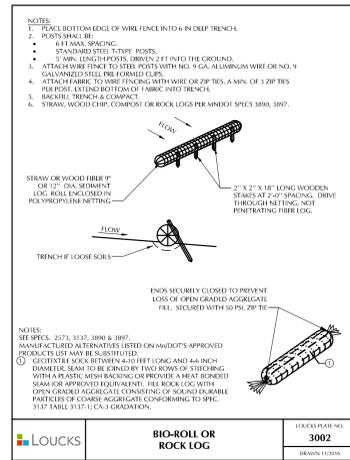
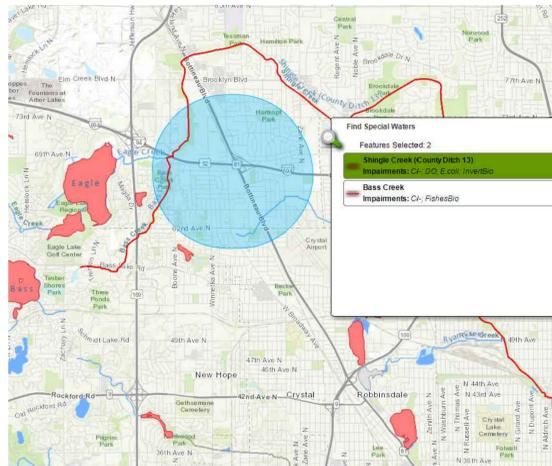
**SWPPP NOTES**

- PROJECT DESCRIPTION**  
THE NATURE OF THIS PROJECT WILL CONSIST OF DEMOLITION OF BUILDINGS, DEMOLITION OF EXISTING SITE IMPROVEMENTS, ENVIRONMENTAL REMEDIATION, ABATEMENT AND SOIL CORRECTIONS IN ADVANCE OF A FUTURE COMMERCIAL DEVELOPMENT UNDER REVIEW BY THE CITY OF BROOKLYN PARK AND RICE CREEK WATERSHED MANAGEMENT ORGANIZATION.  
THIS SITE IS LOCATED WITHIN A ONE MILE RADIUS OF LITTLE JOHANNA LAKE - AN IMPAIRED WATER. SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:
- INSTALL PROTECTIVE FENCE AROUND FILTRATION AREAS
- CLEAR AND GRUB SITE
- STRIP AND STOCKPILE TOPSOIL
- REMOVE PAVEMENTS AND UTILITIES
- CONSTRUCT STORMWATER MANAGEMENT BASINS
- INSTALL SILT FENCE AROUND BASINS
- ROUGH GRADE SITE
- IMPORT CLEAN FILL FOR REPLACEMENT AND BALANCE
- INSTALL UTILITIES
- INSTALL BUILDING FOUNDATIONS
- INSTALL CURB AND GUTTER
- INSTALL PAVEMENTS AND WALKS
- FINAL GRADE SITE
- REMOVE ACCUMULATED SEDIMENT FROM BASINS
- SEED AND MULCH
- WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.
- SITE DATA:**  
AREA OF DISTURBANCE: 6.88± AC  
PRE-CONSTRUCTION IMPERVIOUS AREA: 0.44 AC  
TOTAL PROPOSED IMPERVIOUS AREA: 4.96 AC  
  
GENERAL SOIL TYPE: HSG A
- THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE IDENTIFIED WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC. BEFORE CONSTRUCTION BEGINS.
- ALL DISTURBED GROUND LEFT INACTIVE FOR SEVEN (7) OR MORE DAYS SHALL BE STABILIZED BY SEEDING OR COVERING (ONLY AVAILABLE PRIOR TO SEPTEMBER 15) OR BY MULCHING OR COVERING OR OTHER EQUIVALENT CONTROL MEASURE. AT A RATE OF 1.5 TIMES STANDARD SEEDING. FINAL STABILIZATION TO BE DONE PER LANDSCAPE PLAN, SEE SHEET L1-1.
- ON SLOPES 3:1 OR GREATER MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES. SLOPE LENGTHS CAN NOT BE GREATER THAN 75 FEET.  
DENOTES SLOPES GREATER THAN 3:1. ALL 3:1 SLOPES TO BE STABILIZED WITH EROSION CONTROL BLANKET
- ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.
- TEMPORARY SOIL STOCKPILES MUST HAVE EFFECTIVE SEDIMENT CONTROL AND CAN NOT BE PLACED IN SURFACE WATERS OR STORM WATER CONVEYANCE SYSTEMS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT AMOUNT OF SILT, CLAY, OR ORGANIC COMPOUNDS ARE EXEMPT EX. CLEAN AGGREGATE STOCK PILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES.
- SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S.
- SOLID WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
- THE WATERSHED DISTRICT OR THE CITY MAY HAVE REQUIREMENTS FOR INSPECTIONS OR AS-BUILT DRAWINGS VERIFYING PROPER CONSTRUCTION OF THE BMP'S.
- THE OWNER WHO SIGNS THE NPDES PERMIT APPLICATION IS A PERMITTEE AND IS RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT. THE OPERATOR (CONTRACTOR WHO SIGNS THE NPDES PERMIT APPLICATION IS A PERMITTEE FOR PARTS ILL, PART ILL, PART ILL-B, PART IV, PART V, PART IV AND APPLICABLE CONSTRUCTION ACTIVITY REQUIREMENTS FOUND IN APPENDIX A, PART C, OF THE NPDES PERMIT AND IS JOINTLY RESPONSIBLE WITH THE OWNER FOR COMPLIANCE WITH THOSE PORTIONS OF THE PERMIT.
- TERMINATION OF COVERAGE-PERMITTEES WISHING TO TERMINATE COVERAGE MUST SUBMIT A NOTICE OF TERMINATION (NOTED) TO THE MPCA. ALL PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ONE OR MORE OF THE FOLLOWING CONDITIONS HAVE BEEN MET:  
A. FINAL STABILIZATION, PER NPDES PERMIT PART IV.G, HAS BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE.  
B. TRANSFER OF OWNERSHIP AS DESCRIBED IN THE PERMIT.
- INSPECTIONS**  
A. INITIAL INSPECTION FOLLOWING SILT FENCE INSTALLATION BY CITY REPRESENTATIVE IS REQUIRED.  
B. EXPOSED SOIL AREAS: ONCE EVERY 7 DAYS AND WITHIN 24 HOURS FOLLOWING A 0.5" OVER 24 HOUR RAIN EVENT.  
C. STABILIZED AREAS: ONCE EVERY 30 DAYS  
D. FROZEN GROUND: AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION.  
E. INSPECTION AND MAINTENANCE RECORDS MUST BE RETAINED FOR 3 YEARS AFTER FILING OF THE NOTICE OF TERMINATION AND MUST INCLUDE: DATE AND TIME OF ACTION, NAME OF PERSON(S) CONDUCTING WORK, FINDINGS OF INSPECTIONS AND RECOMMENDATIONS FOR CORRECTIVE ACTION, DATE AND AMOUNT OF RAINFALL EVENTS GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD.
- MINIMUM MAINTENANCE**  
A. SILT FENCE TO BE REPAIRED, REPLACED, SUPPLEMENTED WHEN NONFUNCTIONAL, OR 1/3 FULL WITHIN 24 HOURS  
B. SEDIMENT BASINS DRAINED AND SEDIMENT REMOVED WHEN REACHES 1/2 STORAGE VOLUME. REMOVAL MUST BE COMPLETE WITHIN 72 HOURS OF DISCOVERY.  
C. SEDIMENT REMOVED FROM SURFACE WATERS WITHIN 72 HOURS  
D. CONSTRUCTION SITE EXITS INSPECTED, TRACKED SEDIMENT REMOVED WITH 24 HOURS.  
E. PROVIDE COPIES OF EROSION INSPECTION RESULTS TO CITY ENGINEER FOR ALL EVENTS GREATER THAN 1/2" IN 24 HOURS
- THE SWPPP, INCLUDING ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION ACTIVITY BY THE PERMITTEES WHO HAVE OPERATIONAL CONTROL OF THE SITE.
- OWNER MUST KEEP RECORDS OF ALL PERMITS REQUIRED FOR THE PROJECT, THE SWPPP, ALL INSPECTIONS AND MAINTENANCE, PERMANENT OPERATION AND MAINTENANCE AGREEMENTS, AND REQUIRED CALCULATIONS FOR TEMPORARY AND PERMANENT STORM WATER MANAGEMENT SYSTEMS. THESE RECORDS MUST BE RETAINED FOR THREE YEARS AFTER FILING NPDES NOTICE OF TERMINATION.
- SWPPP MUST BE AMENDED WHEN:**  
A. THERE IS A CHANGE IN DESIGN, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE  
B. INSPECTIONS INDICATE THAT THE SWPPP IS NOT EFFECTIVE AND DISCHARGE IS EXCEEDING WATER QUALITY STANDARDS.  
C. THE BMP'S IN THE SWPPP ARE NOT CONTROLLING POLLUTANTS IN DISCHARGES OR IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT  
D. AT ANY TIME AFTER PERMIT COVERAGE IS EFFECTIVE, THE MPCA MAY DETERMINE THAT THE PROJECT'S STORMWATER DISCHARGES MAY CAUSE, HAVE REASONABLE POTENTIAL TO

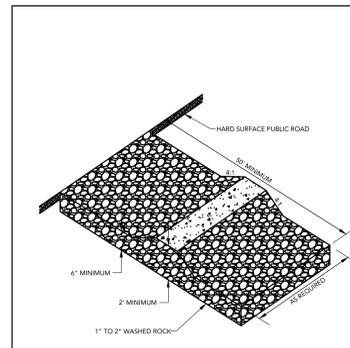
- CAUSE, OR CONTRIBUTE TO NON-ATTAINMENT OF ANY APPLICABLE WATER QUALITY STANDARD, OR THAT THE SWPPP DOES NOT INCORPORATE THE APPLICABLE REQUIREMENTS IN PART III.A.8, (IMPAIRED WATERS AND TMDLS), IF A WATER QUALITY STANDARD CHANGES DURING THE TERM OF THIS PERMIT. THE MPCA WILL MAKE A DETERMINATION AS TO WHETHER A MODIFICATION OF THE SWPPP IS NECESSARY TO ADDRESS THE NEW STANDARD. IF THE MPCA MAKES SUCH DETERMINATIONS OR ANY OF THE DETERMINATIONS IN PARTS III.B.1, 5, THE MPCA WILL NOTIFY THE PERMITTEE IN WRITING. IN RESPONSE, THE PERMITTEE MUST AMEND THE SWPPP TO ADDRESS THE IDENTIFIED CONCERNS AND SUBMIT INFORMATION REQUESTED BY THE MPCA, WHICH MAY INCLUDE AN INDIVIDUAL PERMIT APPLICATION. IF THE MPCA'S WRITTEN NOTIFICATION REQUIRES A RESPONSE, FAILURE TO RESPOND WITHIN THE SPECIFIED TIMEFRAME CONSTITUTES A PERMIT VIOLATION.
- CONCRETE WASH-OUT AREA**  
A. CONTRACTOR TO PROVIDE PREFABRICATED CONCRETE WASH-OUT CONTAINER WITH RAIN PROTECTION PER PLAN.  
B. CONCRETE WASH-OUT TO BE IDENTIFIED WITH SIGNAGE STATING "CONCRETE WASH-OUT AREA DO NOT OVERTFILL."  
C. CONCRETE WASH-OUT WATER NEEDS TO BE PUMPED WITHIN 24 HOURS OF STANDING WATER IN WASH-OUT AREA.
- IN THE EVENT OF ENCOUNTERING A WELL OR SPRING DURING CONSTRUCTION CONTRACTOR TO CEASE CONSTRUCTION ACTIVITY AND NOTIFY ENGINEER.
- PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
- FINAL STABILIZATION**  
FINAL STABILIZATION REQUIRES THAT ALL SOIL DISTURBING ACTIVITIES HAVE BEEN COMPLETED AND THAT DISTURBED AREAS ARE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH 70% OF THE EXPECTED FINAL DENSITY, AND THAT ALL PERMANENT PAVEMENTS HAVE BEEN INSTALLED. ALL TEMPORARY BMP'S SHALL BE REMOVED, DITCHES STABILIZED, AND SEDIMENT SHALL BE REMOVED FROM PERMANENT CONVEYANCES AND SEDIMENTATION BASINS IN ORDER TO RETURN THE POND TO DESIGN CAPACITY.
- TEMPORARY SEDIMENTATION BASINS**  
A. THE TEMPORARY SEDIMENTATION BASINS SHALL BE CONSTRUCTED AND MADE OPERATIONAL PRIOR TO DISTURBANCE OF 10 OR MORE ACRES DRAINING TO A COMMON LOCATION.  
B. TEMPORARY SEDIMENTATION BASINS ARE REQUIRED PRIOR TO RUNOFF LEAVING THE CONSTRUCTION SITE OR ENTERING SURFACE WATERS WITHIN 10 OR MORE ACRES OF DISTURBED SOILS DRAIN TO A COMMON LOCATION. THE BASIN MUST PROVIDE 3,600 CUBIC FEET OF STORAGE BELOW THE OUTLET PER ACRE DRAINED. IF HYDRAULIC CALCULATIONS ARE AVAILABLE, THE TEMPORARY SEDIMENTATION BASIN MUST PROVIDE A STORAGE VOLUME EQUIVALENT TO THE 2-YEAR, 24-HOUR STORM, BUT IN NO CASE LESS THAN 1800 CUBIC FEET PER ACRE DRAINED. THE TEMPORARY SEDIMENTATION BASIN MUST BE CONSTRUCTED AND MADE OPERATIONAL CONCURRENT WITH THE START OF SOIL DISTURBANCE UP GRADIENT OF THE POND. THE TEMPORARY SEDIMENTATION BASIN SHALL BE DESIGNED TO PREVENT SHORT CIRCUITING. THE OUTLET SHALL BE DESIGNED TO REMOVE FLOATABLE DEBRIS, ALLOW FOR COMPLETE DRAWDOWN OF THE POND FOR MAINTENANCE ACTIVITIES, AND HAVE ENERGY DISSIPATION. THE EMERGENCY SPILLWAY SHALL BE STABILIZED.  
C. TEMPORARY SEDIMENTATION BASINS SHALL BE SITUATED OUTSIDE OF SURFACE WATERS AND ANY REQUIRED BUFFER ZONE, AND MUST BE DESIGNED TO AVOID DRAINING WETLANDS, UNLESS THE IMPACT IS IN COMPLIANCE WITH THE REQUIREMENTS OF THIS PERMIT.  
D. EXCESSIVE SEDIMENT-LADEN WATER THAT IS NOT PROPERLY FILTERED WILL NOT BE PERMITTED TO DISCHARGE FROM SIRE.
- DEWATERING AND BASIN DRAINING**  
A. TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING SHALL BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. THE TEMPORARY OR PERMANENT BASIN MAY DISCHARGE TO SURFACE WATERS IF THE BASIN WATER HAS BEEN VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT HAS BEEN PROVIDED TO THE BASIN AND THAT THE NUISANCE CONDITIONS WILL NOT RESULT FROM THE DISCHARGE. DISCHARGE POINTS SHALL BE ADEQUATELY PROTECTED FROM EROSION AND PROPER VELOCITY DISSIPATION PROVIDED.  
B. ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS. EROSION IN WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACTS TO THE WETLAND.  
C. IF FILTERS WITH BACKWASH WATERS ARE USED, THE BACKWASH WATER SHALL BE HAULLED AWAY FOR DISPOSAL, RETURNED TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATED INTO SITE IN A MANNER THAT DOES NOT CAUSE EROSION. BACKWASH WATER MAY BE DISCHARGED TO SANITARY SEWER IF PERMISSION IS GRANTED BY THE SANITARY SEWER AUTHORITY.
- POLLUTION PREVENTION**  
A. BUILDING PRODUCTS THAT HAVE THE POTENTIAL TO LEACH POLLUTANTS MUST BE UNDER COVER TO PREVENT DISCHARGE OR PROTECTED BY AN EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.  
B. PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICALS, AND LANDSCAPE MATERIALS MUST BE UNDER COVER.  
C. HAZARDOUS MATERIALS AND TOXIC WASTE MUST BE PROVIDED TO PREVENT VANDALISM.  
D. SOLID WASTE MUST BE STORED, COLLECTED AND DISPOSED OF IN COMPLIANCE WITH MINN. R. CH 7055.  
E. PORTABLE TOILETS MUST BE POSITIONED SO THAT THEY ARE SECURE AND WILL NOT BE TIPPED OR KNOCKED OVER. SANITARY WASTE MUST BE DISPOSED OF PROPERLY IN ACCORDANCE WITH MINN. R. CH 7041.  
F. DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED SHALL BE PREVENTED USING DRIP PANS OR ABSORBENTS. SUPPLIES SHALL BE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD MUST BE AVAILABLE FOR RECOVERED SPILLED MATERIALS.
- DESIGN CALCULATIONS**  
TEMPORARY & PERMANENT STORMWATER TREATMENT ARE DESIGNED TO MEET MPCA GENERAL & SPECIAL WATER REQUIREMENTS. CALCULATIONS ARE PART OF THE HYDROLOGY REPORT, WHICH IS TO BE CONSIDERED PART OF THE SWPPP DOCUMENTS. SEE HYDROLOGY REPORT FOR ADDITIONAL INFORMATION.
- GENERAL STORMWATER DISCHARGE REQUIREMENTS**  
ALL REQUIREMENTS LISTED IN PART III OF THE PERMIT FOR DESIGN OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM AND DISCHARGE HAVE BEEN INCLUDED IN THE PREPARATION OF THIS SWPPP. THESE INCLUDE BUT ARE NOT LIMITED TO:  
A. THE EXPECTED AMOUNT, FREQUENCY, INTENSITY, AND DURATION PRECIPITATION.  
B. THE NATURE OF STORMWATER RUNOFF AND RUN-ON AT THE SITE.  
C. PEAK FLOW RATES AND STORMWATER VOLUMES TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNEL AND STREAM BANK EROSION.  
D. THE RANGE OF SOIL PARTICLE SIZES EXPECTED TO BE PRESENT ON THE SITE.
- CONSTRUCTION OF FILTRATION BASINS**  
A. NO HEAVY TRAFFIC ON FILTRATION AREAS. CONSTRUCTION TO BE DONE WITH MINIMAL COMPACTION. COMPACTION TO FILTRATION AREAS, IF COMPACTION IS ENCOUNTERED, BASIN SOILS FOR THE FIRST 6" MUST BE REMOVED & REPLACED.  
B. INFILTRATION SYSTEMS MUST NOT BE EXCAVATED TO FINAL GRADE UNTIL THE CONTRIBUTING DRAINAGE AREA HAD BEEN CONSTRUCTED AND FULLY STABILIZED UNLESS RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROLS ARE PROVIDED (PART III.D.1.C.).  
C. WHEN AN INFILTRATION SYSTEM IS EXCAVATED TO FINAL GRADE (OR WITHIN THREE (3) FEET OF FINAL GRADE), THE PERMITTEES MUST EMPLOY RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROLS (E.G., DIVERSION BERMS) TO KEEP SEDIMENT AND RUNOFF COMPLETELY AWAY FROM THE INFILTRATION AREA. THE AREA MUST BE STAKED OFF AND MARKED SO THAT HEAVY CONSTRUCTION VEHICLES OR EQUIPMENT WILL NOT COMPACT THE SOIL IN THE PROPOSED INFILTRATION AREA.  
D. TO PREVENT CLOGGING OF THE INFILTRATION OR FILTRATION SYSTEM, THE PERMITTEES MUST USE A PRE-TREATMENT DEVICE SUCH AS A VEGETATED FILTER STRIP, SMALL SEDIMENTATION BASIN, OR WATER QUALITY INLET (E.G., GRIT CHAMBER) TO SETTLE

- POST CONSTRUCTION**  
THE WATER QUALITY VOLUME THAT MUST BE RETAINED ON SITE BY THE PROJECT'S PERMANENT STORMWATER MANAGEMENT SYSTEM DESCRIBED IN PART III.D. SHALL BE ONE (1) INCH OF RUNOFF FROM THE NEW IMPERVIOUS SURFACES CREATED BY THE PROJECT. SEE PART III.D.1. FOR MORE INFORMATION ON INFILTRATION DESIGN, PROHIBITIONS AND APPROPRIATE SITE CONDITIONS.
- RESPONSIBILITIES**  
A. THE OWNER MUST IDENTIFY A CONTRACTOR WHO WILL OVERSEE THE SWPPP IMPLEMENTATION AND THE PERSON RESPONSIBLE FOR INSPECTION AND MAINTENANCE.  
B. THE OWNER MUST IDENTIFY THE A PERSON WHO WILL BE RESPONSIBLE FOR LONG TERM OPERATIONS AND MAINTENANCE OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM.
- TRAINING REQUEMETS**  
THE PERMITTEES SHALL ENSURE THE FOLLOWING INDIVIDUALS IDENTIFIED IN THIS PART HAVE BEEN TRIANED IN ACCORDANCE WITH THIS PERMIT'S TRAINING REQUIREMENTS.  
1. WHO MUST BE TRAINED:  
A. INDIVIDUALS PREPARING THE SWPPP FOR THE PROJECT  
B. INDIVIDUALS OVERSEEING IMPLEMENTATION OF, REVISNG, AND AMENDING THE SWPPP AND INDIVIDUALS PERFORMING INSPECTIONS AS REQUIRED IN PART I.V.E. ONE OF THESE INDIVIDUALS MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE MPCA.  
C. INDIVIDUALS PERFORMING OR SUPERVISING THE INSTALLATION, MAINTENANCE AND REPAIR OF BMP'S. AT LEAST ONE INDIVIDUAL ON A PROJECT MUST BE TRAINED IN THESE JOB DUTIES.  
2. TRAINING CONTENT:  
THE CONTENT AND EXTENT OF TRAINING MUST BE COMMENSURATE WITH THE INDIVIDUAL'S JOB DUTIES AND RESPONSIBILITIES WITH REGARD TO ACTIVITIES COVERED UNDER THIS PERMIT FOR THE PROJECT. AT LEAST ONE INDIVIDUAL PRESENT ON THE PERMITTED PROJECT SITE OR AVAILABLE TO THE PROJECT SIRE IN 72 HOURS MUST BE TRAINED IN THE JOB DUTIES DESCRIBED IN PART III.F.1.B. AND PART III.F.1.C.  
3. THE PERMITTEES SHALL ENSURE THAT THE INDIVIDUALS ARE TRAINED BY LOCAL, STAT, FEDERAL AGENCIES, PROFESSIONAL OR OTHER ENTITIES WITH EXPERTISE IN EROSION PREVENTION, SEDIMENT CONTROL, PERMANENT STORMWATER MANAGEMENT AND THE MINNESOTA NPDES/SDS CONSTRUCTION PERMIT. AN UPDATE REEFESHER TRAINING MUST BE ATTENDED STARTING THREE (3) YEARS FROM THE ISSUANCE DATE OF THIS PERMIT.
- STORMWATER EVERY THREE (3) YEARS**  
STARTING THREE (3) YEARS FROM THE ISSUANCE DATE OF THIS PERMIT.
- LIST OF CONTACTS**

TITLE	NAME	COMPANY	PHONE NUMBER
OWNER			
PROJECT MANAGER	MIKE ST. MARTIN	LOUCKS	763-496-6713
ENGINEER SWPPP	VAL ANDERSON	LOUCKS	763-496-6728
CONTRACTOR			
SITE MANGER			
* MPCA 24HR. HAZARDOUS SPILL HOTLINE: 651-649-5457 OF 80420798			



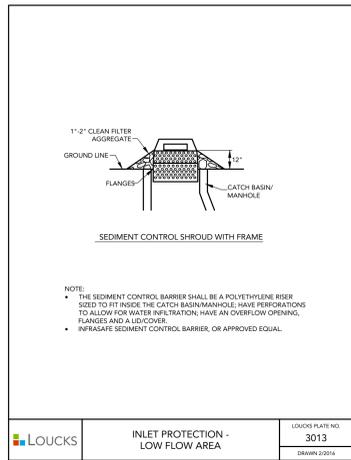
LOUCKS	BIO-ROLL OR ROCK LOG	LOUCKS PLATE NO. 3002
		DRAWN 2/2016



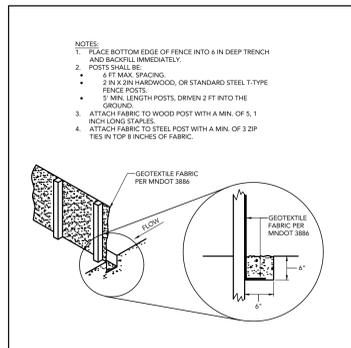
LOUCKS	ROCK ENTRANCE TO CONSTRUCTION SITE	LOUCKS PLATE NO. 3004
		DRAWN 2/2016

**CERTIFICATION**

UNIVERSITY OF MINNESOTA  
Val Anderson  
Design of Construction SWPPP MAY 31, 2016



LOUCKS	INLET PROTECTION - LOW FLOW AREA	LOUCKS PLATE NO. 3013
		DRAWN 2/2016



LOUCKS	SILT FENCE	LOUCKS PLATE NO. 3000
		DRAWN 2/2016

**NOT FOR CONSTRUCTION**

**POPE ARCHITECTS**  
POPE ARCHITECTS, INC.  
1295 BANDANA BLVD N, SUITE 200  
ST. PAUL, MN 55108-2735  
(651) 642-9200 | FAX (651) 642-1101  
www.popearch.com

**RYAN**  
BUILDING LASTING RELATIONSHIPS

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - INDUSTRIAL ORGANIZATION OF AMERICANS  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - INDUSTRIAL ORGANIZATION OF AMERICANS  
ESTABLISHED NOV. 24, 1891  
440 - 0 - 5

IBEW Local Union 292  
Corporate Office Building  
6700 W Broadway Ave  
Brooklyn Park, MN 55428

**LOUCKS**  
PLANNING  
CIVIL ENGINEERING  
LAND SURVEYING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
7200 Hemlock Lane, Suite 300  
Maple Grove, MN 55369  
763.424.5505  
www.loucksinc.com  
LOUCKS PROJECT NO. 19150.00

**PRELIMINARY SWPPP**

Revision	1	DATE	05/31/2016
Revision	2	DATE	06/01/2016
Revision	3	DATE	06/01/2016
Revision	4	DATE	06/01/2016
Revision	5	DATE	06/01/2016
Revision	6	DATE	06/01/2016
Revision	7	DATE	06/01/2016
Revision	8	DATE	06/01/2016
Revision	9	DATE	06/01/2016
Revision	10	DATE	06/01/2016
Revision	11	DATE	06/01/2016
Revision	12	DATE	06/01/2016
Revision	13	DATE	06/01/2016
Revision	14	DATE	06/01/2016
Revision	15	DATE	06/01/2016
Revision	16	DATE	06/01/2016
Revision	17	DATE	06/01/2016
Revision	18	DATE	06/01/2016
Revision	19	DATE	06/01/2016
Revision	20	DATE	06/01/2016

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

Michael J. St. Martin - PE  
License No. 24440  
Date  
Contract No. 68151-19079  
Project No. CDL  
Project Name. MJS

SHEET  
**C3-3**  
SCALE: AS SHOWN  
0' 12' 1"

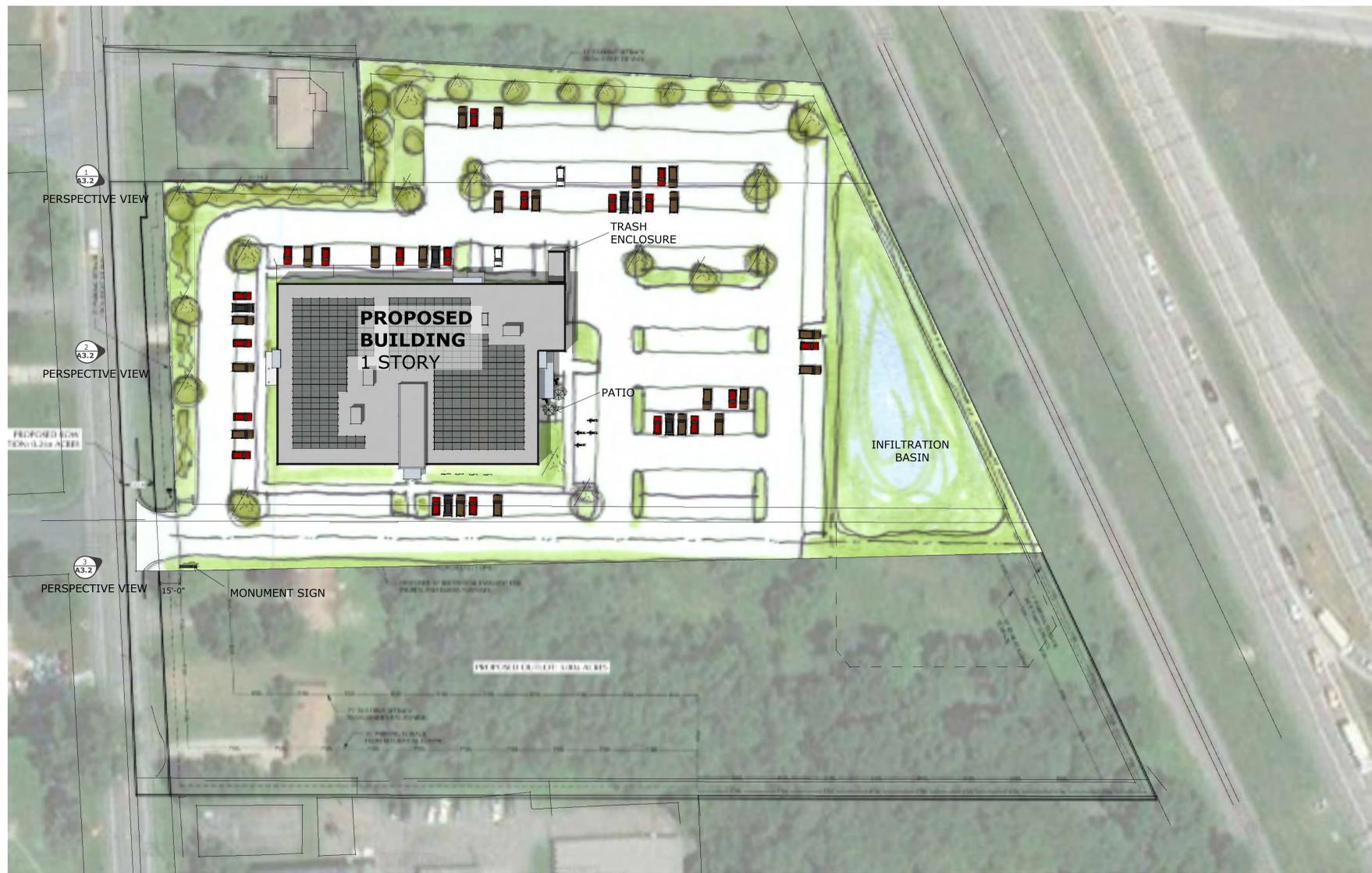












1  
A1.0

SITE PLAN - PROPOSED

0' 40'

north

SEE SHEET C2.1 FOR SITE DATA INFORMATION



AERIAL VIEW FROM SOUTH

NOT FOR CONSTRUCTION



POPE ARCHITECTS, INC.  
1295 BANDANA BLVD N, SUITE 200  
ST. PAUL, MN 55108-2735  
(651) 642-9200 | FAX (651) 642-1101  
www.popearch.com



IBEW Local Union 292  
Corporate Office  
Building  
6700 W Broadway Ave  
Brooklyn Park, MN  
55428

SITE PLAN -

CITY SUBMITTAL: 05-01-2019  
REV: 05-23-2019

68151-19079  
RSH

SHEET

A1.0

TRUE SHEET SCALE



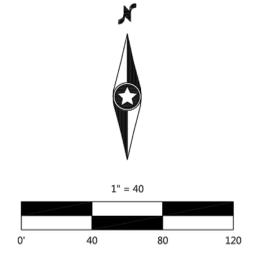




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Call 48 Hours before digging:  
811 or call 811.com  
Commonwealth of Minnesota  
SEC. 32, TWP. 119, RGE. 21

### VICINITY MAP (NOT TO SCALE)



### EXCEPTIONS PER TITLE COMMITMENT P-7624

- PER TITLE COMMITMENT NO. P-7624
- Easement for road purposes for County Road No. 8 aka West Broadway over the west border of the subject premises as now laid out and travelled. (SHOWN ON SURVEY)
  - Subject to the right of way of Interstate Highway No. 94 over the northerly border of Parcel 1 shown herein as now laid out and travelled. (NOT ON SUBJECT PROPERTY)
  - Access to Interstate 94 is restricted and reserved by the State of Minnesota under that certain Quit Claim Deed filed January 11, 1985 as Document No. 4957987. (SHOWN ON SURVEY)
  - Easement in favor of Northern States Power dated November 26, 1963, filed November 26, 1963 as Document No. 3445425 being 5 feet wide and more particularly described therein. (Parcel 1) (NOT ON SUBJECT PROPERTY)
  - Subject to the terms and conditions of Final Certificate dated June 6, 1967, filed November 24, 1967 as Document No. 3688014. (NOT ON SUBJECT PROPERTY)
  - Subject to the terms and conditions of Order of District Court filed March 7, 1969 as Document No. 3765277 regarding Final Certificate for Trunk Highway Purposes. (NOT ON SUBJECT PROPERTY)
  - Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records. (NOT PLOTTABLE)
  - This policy does not insure that the fence located on the subject premises lies within the boundary lines of the property and does not insure any additional lands lying between the boundary lines and the fence line. (FENCE SHOWN ON SURVEY)
  - Subject to the terms and conditions of Hennepin County State Aid Highway No. 8 Right of Way Plat No. 42 filed June 6, 1977 as Document No. 4296888. (SHOWN ON SURVEY)
  - Subject to the terms and conditions of Notice of Lis Pendens filed as Document No. 4460480 which includes the subject premises for sign removal rights. (NOT PLOTTABLE, BLANKET IN NATURE)
  - Subject to the terms and conditions of Resolution Waiving Ordinance dated September 15, 1964, filed September 21, 1964 as Document No. 3629646. (NOT PLOTTABLE)
  - Subject to an easement over the south 12 feet of Parcel 2 shown herein pursuant to Warranty Deed filed July 18, 2006 as Document No. 3554881 and subsequent documents of record. (SHOWN ON SURVEY, WHEN MEASURED, THERE IS A 0.2' GAP BETWEEN THE 12' INGRESS/EGRESS AND 3' ROAD EASEMENT.)
  - The Company hereby excludes from coverage Judgments, Bankruptcies, Federal or State Tax Liens, Probate or Guardianship against International Brotherhood of Electrical Workers Local 292 now of record or anything put of record in the future. (NOT PLOTTABLE)
  - Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Lands. (BUILDING OWNED BY DAVID L. WICKHAM ON PARCEL 1)

- PER TITLE COMMITMENT NO. 55807
- Subject to an easement for ingress and egress over the South 12.00 feet thereof, originally reserved in Warranty Deed dated March 18, 1965, filed August 4, 1965, as Document No. 3554881, as Book 2032 of Deeds, Page 491; and modified by Warranty Deed dated December 16, 1971, filed December 21, 1971, as Document No. 3923082. (SHOWN ON SURVEY)
  - Subject to the right of way of County Road 8, also known as West Broadway, as depicted in Hennepin County State Aid Highway No. 8, Plat 42 filed July 6, 1977, as Document No. 4296888, and as actually laid out and travelled. (SHOWN ON SURVEY)

### GENERAL NOTES

- This survey was prepared with the benefit of Chicago Title Insurance Company, Title Commitment Number P-7624 having an effective date of April 5, 2019 at 7:00 A.M.
- The address of the surveyed property is 6656 and 6700 West Broadway Avenue, Brooklyn Park, MN 55428. (Table A Item 2)
- Subject property appears to be classified as Zone X (Area determined to be outside the 2% annual chance floodplain) when scaled from Flood Insurance Rate Map Community - Parcel Number 27053CD184f, dated 11/04/2016. (Table A Item 3)
- Subject property contains 317,583 Sq Ft. or 7.29 acres +/- . (Table A Item 4)
- No zoning information provided by the client. (Table A Item 6 (a))
- Subject property contains 0 total marked parking stalls. (Table A Item 9)
- The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. (Minnesota One Call Ticket No. 319040249). (Table A Item 11)
- The nearest intersecting street is West Broadway and Modern Road. (Table A, Item 14)
- As of the date this field work was completed for this survey, there was no observable evidence of current earth moving work, exterior building construction or building additions. (Table A, Item 16)
- As of the date of this survey, there are no proposed changes in street right of way lines, based on the City of Brooklyn Park website. As of the date the field work was completed for this survey, there was no observable evidence of recent street or sidewalk construction or repairs.
- Bearings based on Hennepin County Coordinate System, U.S. Feet, NAD 83 (1986 AD).

### LEGAL DESCRIPTIONS

PER TITLE COMMITMENT P-7624

Parcel 1:

That part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 119, Range 21, Hennepin County, Minnesota, described as follows:

Beginning 462 feet South of the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence South 367.23 feet; thence East 183 feet; thence South 100 feet; thence East to the West line of the Great Northern Railway (now Burlington Northern Railroad) right of way; thence North along said right of way line 514.7 feet; thence West to the point of beginning; which lies Southerly of a line run parallel with and distant 164 feet Southerly of "Line 1" described below:

LINE 1: Beginning at a point on the west line of said Section 32, distant 600.0 feet South of the Northwest corner thereof; thence run Southeasterly at an angle of 95 degrees 07 minutes 20 seconds from said West section line (measured from North to East) for 2000 feet and there terminating.

AND

That part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 119, Range 21, Hennepin County, Minnesota, described as follows:

Beginning at a point on the West line of said Northeast Quarter of the Northwest Quarter; 529.23 feet South of the Northwest corner of said East Half of the Northwest Quarter; thence North along said West line of said Northeast Quarter 54.6 feet to the Westerly right of way line of the Great Northern Railway (now Burlington Northern Railroad); thence Southeasterly along said West line of said Northeast Quarter of the Northwest Quarter 695.7 feet to the West line of said Northeast Quarter of the Northwest Quarter; thence North along said West line of the Northwest Quarter of the Northwest Quarter 348.4 feet to the point of beginning; EXCEPT the South 100 feet as measured at right angles to the South line thereof.

Hennepin County, Minnesota  
Abstract Property

Parcel 2:

The South One-Hundred (100) feet of the following described tract of land:

Beginning at a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 32, Township 119, Range 21, West 929.23 feet South of the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence East and parallel with the North line of said Northeast Quarter of the Northwest Quarter 54.6 feet to the Westerly right of way line of the Great Northern Railway (now Burlington Northern Railroad); thence South 380.0 feet; thence West and parallel with said North line of said Northeast Quarter of said Section, Township, Range, 695.7 feet to the West line of said Northeast Quarter of the Northwest Quarter; thence North along said West line of said Northeast Quarter of the Northwest Quarter, 348.4 feet to the point of beginning.

AND

That part of the East Half of the Northwest Quarter of Section 32, Township 119, Range 21, described as follows:

Commencing at a point on the West line of said East Half of the Northwest Quarter a distance of 1277.63 feet South of the Northwest corner of said East Half of the Northwest Quarter; thence continuing South on said West line of said East Half of the Northwest Quarter a distance of 100 feet; thence East 743.3 feet, more or less, to the Westerly line of the Great Northern Railway Company's right of way; thence Northwesterly along said Westerly line or right of way of Great Northern Railway 109.9 feet to a point due East of the point of beginning; thence West to the point of beginning, EXCEPT the West 139.20 feet thereof.

Hennepin County, Minnesota  
Abstract Property

### PER TITLE COMMITMENT 55807

The Land is described as follows:

The West 193.20 feet of that part of the East Half of Northwest Quarter of Section 32, Township 119, Range 21, described as follows:

Commencing at a point on the West line of said East Half of the Northwest Quarter a distance of 1277.63 feet South of the Northwest corner of said East Half of the Northwest Quarter; thence continuing South on said West line of said East Half of the Northwest Quarter a distance of 100 feet; thence East 743.3 feet, more or less, to the Westerly line of the Great Northern Railway Company's right of way; thence Northwesterly along said Westerly line or right of way of Great Northern Railway 109.9 feet to a point due East of the point of beginning; thence West to the point of beginning, Hennepin County, Minnesota.

Abstract Property

### CERTIFICATION

TO Ryan Companies US, INC., Chicago Title Insurance Company, Home Security Abstract & Title Company:

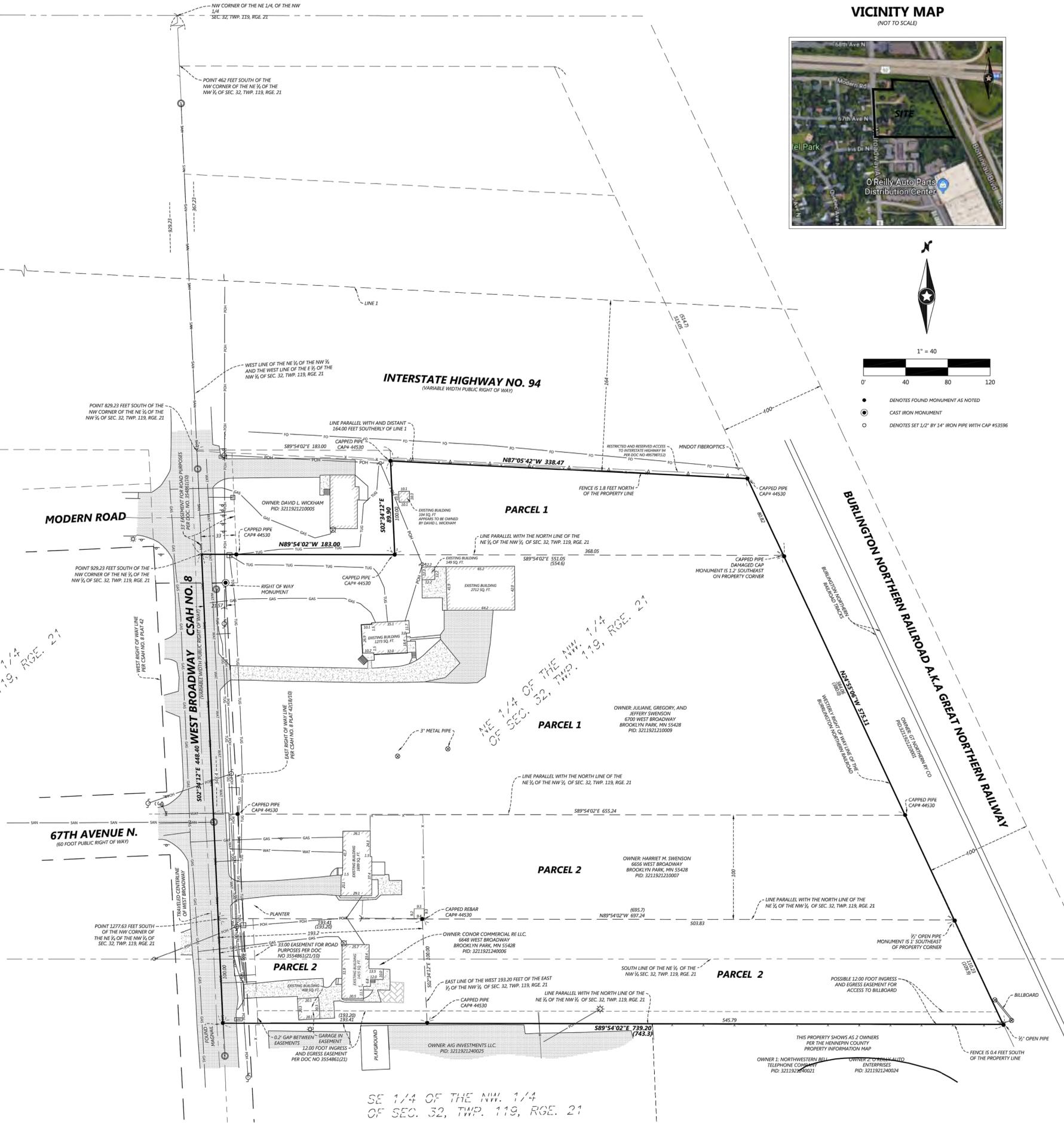
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a)(6), 8, 9, 11, 13, 14, 16, 17 and 19 OF TABLE THEREOF. THE FIELD WORK WAS COMPLETED ON 04/17/19.

MATTHEW J. WELINSKI, P.S.  
MINNESOTA LAND SURVEYOR  
DATE: 05/24/19  
MM LICENSE NO. 53596, EXPIRATION 06/30/2020  
MATT.WELINSKI@WESTWOODPS.COM

LS-1

### LEGEND

	SANITARY MANHOLE		BOUNDARY LINE
	HYDRANT		RIGHT-OF-WAY LINE
	GATE VALVE		LOT LINE
	WATER METER		EASEMENT LINE
	FIRE DEPARTMENT CONNECTION		SECTION LINE
	CURB STOP BOX		GAS LINE
	WATER MANHOLE		POH
	ELECTRIC BOX		FUS
	ELECTRIC METER		SAN
	ELECTRIC MANHOLE		TUG
	ELECTRIC TOWER		WAT
	STREET LIGHT		FO
	GUY WIRE		F
	POWER POLE		CA
	MAIL BOX		CONCRETE SURFACE
	TELEPHONE BOX		BITUMINOUS SURFACE
	TELEPHONE MANHOLE		GRAVEL SURFACE
	HAND HOLE/JUNCTION BOX		NATURAL GAS MANHOLE
	CABLE TV BOX		AIR CONDITIONER
	CABLE TV MANHOLE		UNKNOWN MANHOLE
	FIBER OPTIC MANHOLE		MISCELLANEOUS METER
	FIBER OPTIC PEDESTAL		STEEL/WOOD POST
	NATURAL GAS METER		SIGN
	NATURAL GAS VALVE		



FIELD CREW:	MDS
CHECKED:	NHC
DRAWN:	MW
HORIZONTAL SCALE:	1"=40'

INITIAL ISSUE: XX/XX/XX  
REVISIONS:

PREPARED FOR:  
**Ryan Companies US, Inc.**  
533 South Third Street, Suite 100  
Minneapolis, MN 55415

IBEW  
Brooklyn Park, MN

**Westwood**  
Professional Services, Inc.  
Phone (952) 837-6160 12701 Whitewater Drive, Suite 800  
Fax (952) 837-8822 Minneapolis, MN 55434  
Toll Free (888) 937-6160 westwoodps.com

SHEET NUMBER:	1	OF	1
PROJECT NUMBER:	0022598	DATE:	05/22/19



POPE ARCHITECTS, INC.  
1295 BANDANA BLVD N, SUITE 200  
ST. PAUL, MN 55108-2735  
(651) 642-9200 | FAX (651) 642-1101  
www.popearch.com



IBEW Local Union 292  
Corporate Office  
Building  
6700 W Broadway Ave  
Brooklyn Park, MN  
55428

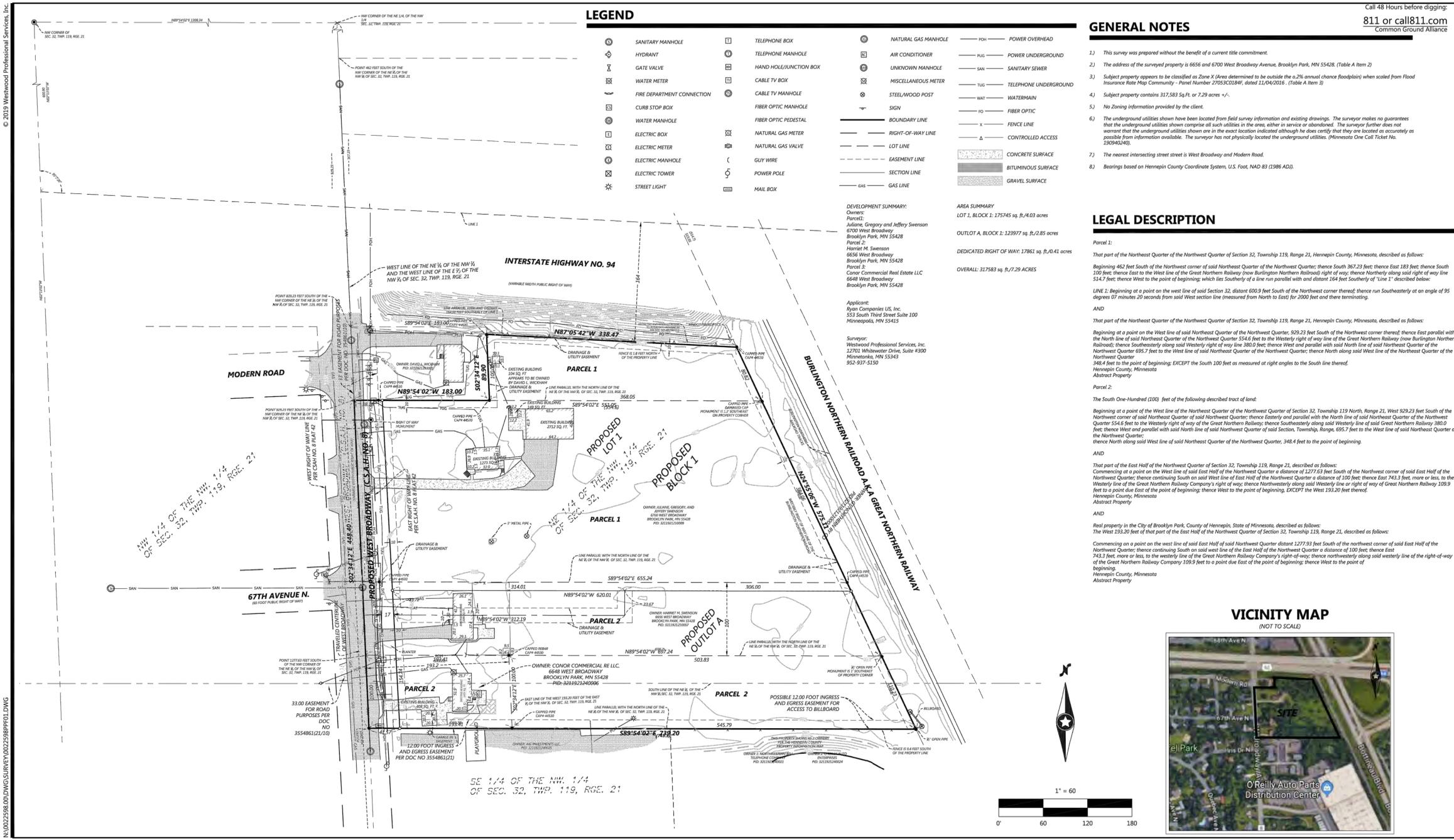
LOUCKS  
PLANNING  
CIVIL ENGINEERING  
LAND SURVEYING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
7200 Hemlock Lane, Suite 300  
Maple Grove, MN 55369  
763.424.5505  
www.locksinc.com  
LOUCKS PROJECT NO. 19150.00

NOT FOR CONSTRUCTION

PRELIMINARY  
PLAT

Issue for Review:	PRE-APPLICATION REVIEW
24/2/2019	REVIEW
24/2/2019	SET BACK
25/2/2019	REVIEW PERMIT

Commission No.	68151-19079
Project	CDL
Checked by	MJS
SHEET	
LS-2	



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FIELD CREW:	MDS
CHECKED:	NHC
DRAWN:	MJW
HORIZONTAL SCALE:	60'

INITIAL ISSUE:	04/30/19
REVISIONS:	

PREPARED FOR:  
**Ryan Companies US, Inc.**  
533 South Third Street, Suite 100  
Minneapolis, MN 55415

**IBEW**  
Brooklyn Park, MN

**Westwood**  
Phone (952) 937-5150 12701 Whitewater Drive, Suite 4300  
Fax (952) 937-5822 Minnetonka, MN 55343  
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Westwood Professional Services, Inc.

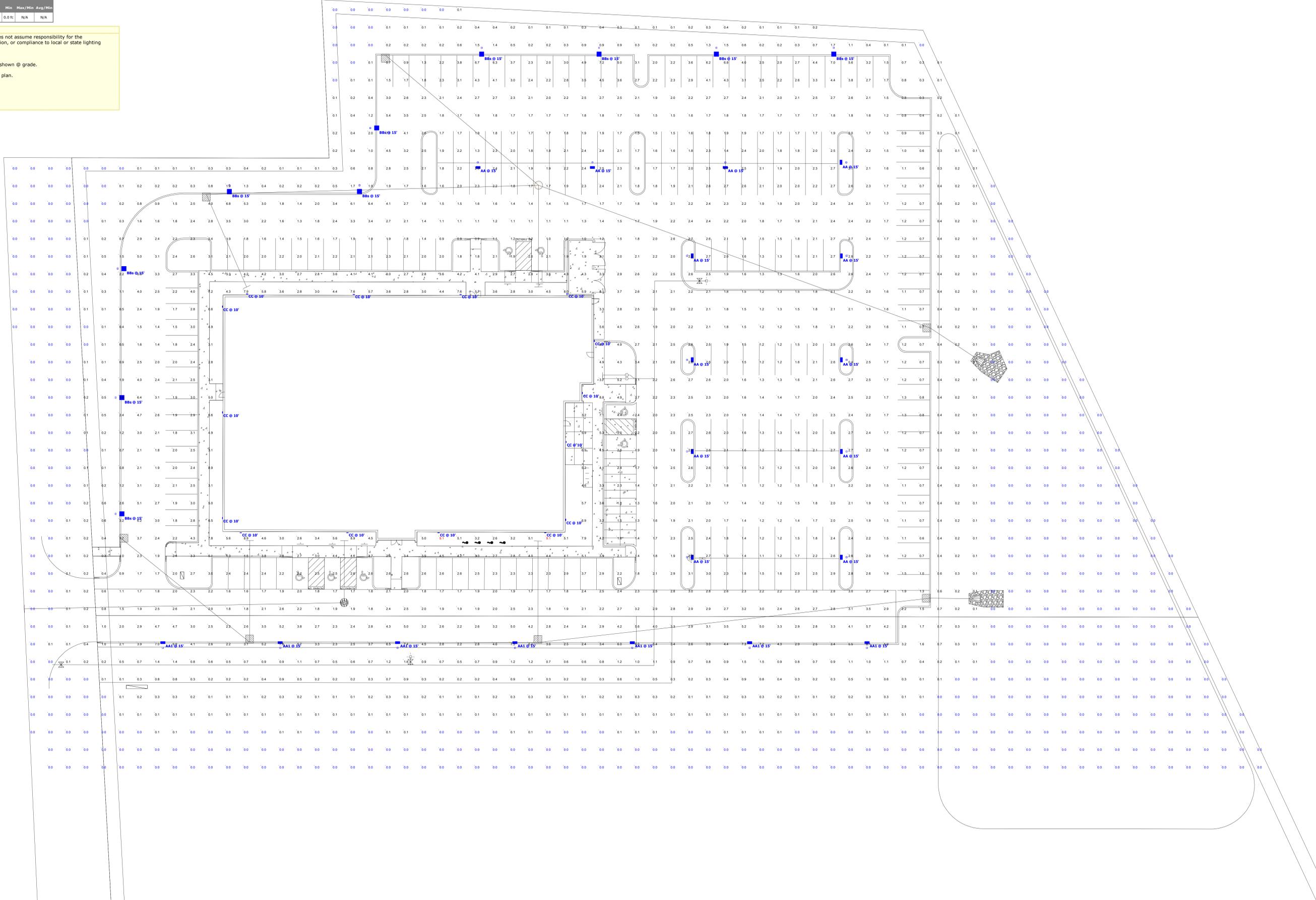
SHEET NUMBER:  
**1** OF **1**  
**PRELIMINARY PLAT**  
PROJECT NUMBER: 0022598 DATE: 04/30/19

IBEW PRELIMINARY PLAT

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
□	AA1	7	Lithonia Lighting	RSX1 LED P2 40K R4	RSX Area Fixture Size 1 P2 Lumen Package 4000K CCT Type R4 Distribution		1	RSX1_LED_P2_40K_R4.ies	9972	0.9	72.95
□	AA	12	Lithonia Lighting	RSX1 LED P2 40K R5	RSX Area Fixture Size 1 P2 Lumen Package 4000K CCT Type R5 Distribution		1	RSX1_LED_P2_40K_R5.ies	10106	0.9	72.95
□	BBs	10	Lithonia Lighting	RSX1 LED P2 40K R4 HS	RSX Area Fixture Size 1 P2 Lumen Package 4000K CCT Type R4 Distribution with HS Shield		1	RSX1_LED_P2_40K_R4_HS.ies	7245	0.9	72.9467
□	CC	15	Lithonia Lighting	DSXW1 LED 20C 1000 40K T3M MVOL	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, LED TYPE T3M OPTIC, 4000K, @ 1000mA		1	DSXW1_LED_20C_1000_40K_T3M_MVOLT.ies	7572	0.9	73.2

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Total Area @ Grade	+	1.4 fc	9.1 fc	0.0 fc	N/A	N/A

**Note**  
 1. Davis and Associates, Inc does not assume responsibility for the interpretation of this calculation, or compliance to local or state lighting codes and ordinances.  
 2. All readings/calculations are shown @ grade.  
 3. Fixture heights are shown on plan.



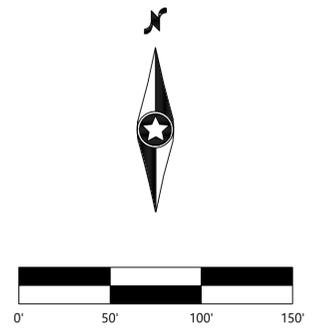
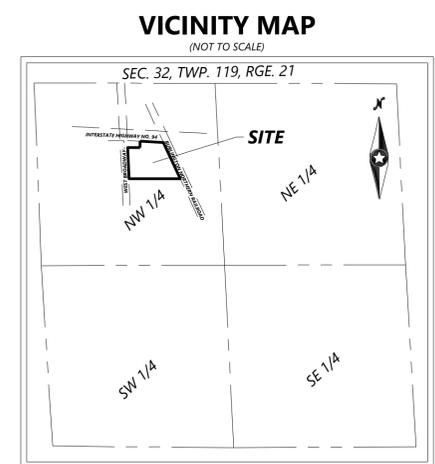
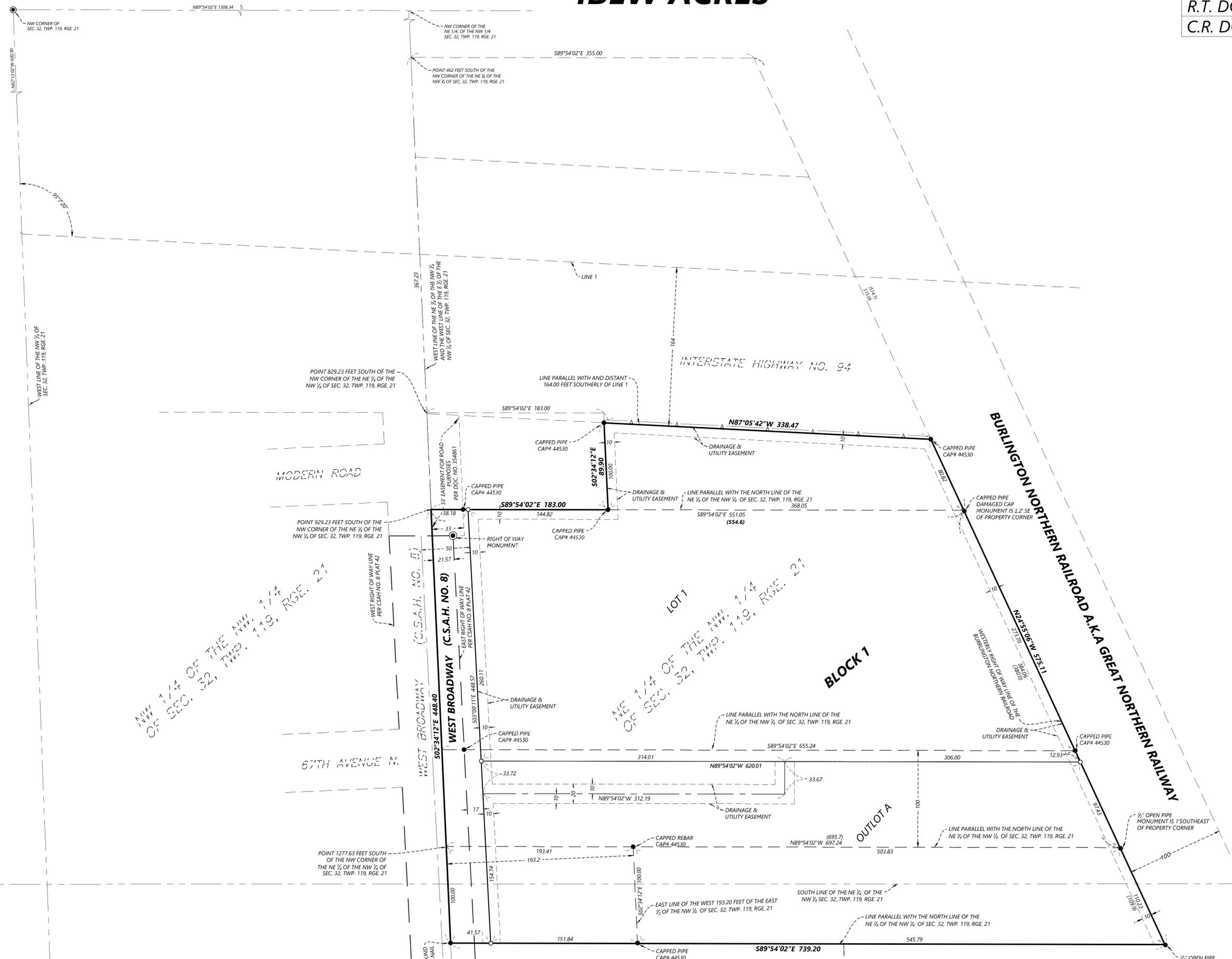
Plan View  
Scale: 1" = 20'

SL-1 SITE LIGHTING PLAN

# IBEW ACRES

R.T. DOC. NO.  
C.R. DOC. NO.

© 2019 Westwood Professional Services, Inc.



The south line of Block 1, IBEW ACRES, is assumed to bear S 89°54'02" E

- Denotes set 1/2 inch rebar iron monument, with Cap No. 53596
- Denotes found monument, marked as shown
- ⊙ Denotes found cast iron monument

**Westwood**  
Professional Services, Inc.

# IBEW ACRES

R.T. DOC. NO.

C.R. DOC. NO.

**KNOW ALL PERSONS BY THESE PRESENTS:** THAT IBEW LOCAL 292 BUILDING CORPORATION, A MINNESOTA NONPROFIT CORPORATION, FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, TO WIT:

That part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 119 North, Range 21 West, Hennepin County, Minnesota, described as follows:

Beginning 462 feet South of the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence South 367.23 feet; thence East 183 feet; thence South 100 feet; thence East to the West line of the Great Northern Railway (now Burlington Northern Railroad) right of way; thence Northerly along said right of way line 514.7 feet; thence West to the point of beginning; which lies Southerly of a line run parallel with and distant 164 feet Southerly of "Line 1" described below:

LINE 1: Beginning at a point on the west line of said Section 32, distant 600.9 feet South of the Northwest corner thereof; thence run Southeasterly at an angle of 95 degrees 07 minutes 20 seconds from said West section line (measured from North to East) for 2000 feet and there terminating.

AND

That part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 119 North, Range 21 West, Hennepin County, Minnesota, described as follows:

Beginning at a point on the West line of said Northeast Quarter of the Northwest Quarter, 929.23 feet South of the Northwest corner thereof; thence East parallel with the North line of said Northeast Quarter of the Northwest Quarter 554.6 feet to the Westerly right of way line of the Great Northern Railway (now Burlington Northern Railroad); thence Southeasterly along said Westerly right of way line 380.0 feet; thence West and parallel with said North line of said Northeast Quarter of the Northwest Quarter 695.7 feet to the West line of said Northeast Quarter of the Northwest Quarter; thence North along said West line of the Northeast Quarter of the Northwest Quarter 348.4 feet to the point of beginning; EXCEPT the South 100 feet as measured at right angles to the South line thereof.  
Hennepin County, Minnesota  
Abstract Property

AND

The South One-Hundred (100) feet of the following described tract of land:

Beginning at a point of the West line of the Northeast Quarter of the Northwest Quarter of Section 32, Township 119 North, Range 21, West 929.23 feet South of the Northwest corner of said Northeast Quarter of said Northwest Quarter; thence Easterly and parallel with the North line of said Northeast Quarter of the Northwest Quarter 554.6 feet to the Westerly right of way of the Great Northern Railway; thence Southeasterly along said Westerly line of said Great Northern Railway 380.0 feet; thence West and parallel with said North line of said Northwest Quarter of said Section, Township, Range, 695.7 feet to the West line of said Northeast Quarter of the Northwest Quarter; thence North along said West line of said Northeast Quarter of the Northwest Quarter, 348.4 feet to the point of beginning.

AND

That part of the East Half of the Northwest Quarter of Section 32, Township 119, Range 21, described as follows:

Commencing at a point on the West line of said East Half of the Northwest Quarter a distance of 1277.63 feet South of the Northwest corner of said East Half of the Northwest Quarter; thence continuing South on said West line of East Half of the Northwest Quarter a distance of 100 feet; thence East 743.3 feet, more or less, to the Westerly line of the Great Northern Railway Company's right of way; thence Northwesterly along said Westerly line or right of way of Great Northern Railway 109.9 feet to a point due East of the point of beginning; thence West to the point of beginning, EXCEPT the West 193.20 feet thereof.  
Hennepin County, Minnesota  
Abstract Property

AND

Real property in the City of Brooklyn Park, County of Hennepin, State of Minnesota, described as follows:

The West 193.20 feet of that part of the East Half of the Northwest Quarter of Section 32, Township 119, Range 21, described as follows:

Commencing on a point on the west line of said East Half of said Northwest Quarter distant 1277.93 feet South of the northwest corner of said East Half of the Northwest Quarter; thence continuing South on said west line of the East Half of the Northwest Quarter a distance of 100 feet; thence East 743.3 feet, more or less, to the westerly line of the Great Northern Railway Company's right-of-way; thence northwesterly along said westerly line of the right-of-way of the Great Northern Railway Company 109.9 feet to a point due East of the point of beginning; thence West to the point of beginning.  
Hennepin County, Minnesota  
Abstract Property

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS IBEW ACRES AND DOES HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE PUBLIC WAYS AND ALSO DEDICATES THE EASEMENTS AS SHOWN ON THIS PLAT FOR DRAINAGE AND UTILITY PURPOSES AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF SAID IBEW LOCAL 292 BUILDING CORPORATION, A MINNESOTA NON-PROFIT CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PROPER OFFICERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

IBEW LOCAL 292 BUILDING CORPORATION

BY \_\_\_\_\_  
DAN FERGUSON, PRESIDENT

BY \_\_\_\_\_  
JOHN KRIPOTOS, VICE PRESIDENT

BY \_\_\_\_\_  
JEFF HEIMERL, BUSINESS MANAGER

BY \_\_\_\_\_  
TODD HUNTER, RECORDING SECRETARY

BY \_\_\_\_\_  
JENNIFER GASPERSICH, FINANCIAL SECRETARY

BY \_\_\_\_\_  
DAVID FRARY, TREASURER

BY \_\_\_\_\_  
ANTHONY CARTER, EXECUTIVE BOARD MEMBER

BY \_\_\_\_\_  
JOHN HALL, EXECUTIVE BOARD MEMBER

BY \_\_\_\_\_  
MYLES LEMBKE, EXECUTIVE BOARD MEMBER

BY \_\_\_\_\_  
DAN MCCONNELL, EXECUTIVE BOARD MEMBER

BY \_\_\_\_\_  
JEFF ORTH, EXECUTIVE BOARD MEMBER

BY \_\_\_\_\_  
MICHAEL SUBJECT, EXECUTIVE BOARD MEMBER

BY \_\_\_\_\_  
KURT TULP, EXECUTIVE BOARD MEMBER

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY \_\_\_\_\_ AND \_\_\_\_\_ OF IBEW LOCAL 292 BUILDING CORPORATION, A MINNESOTA NONPROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME PRINTED)

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, MINNESOTA  
MY COMMISSION EXPIRES \_\_\_\_\_

I MATHEW J. WELINSKI DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM A DULY LICENSED LAND SURVEYOR IN THE STATE OF MINNESOTA; THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE BOUNDARY SURVEY; THAT ALL MATHEMATICAL DATA AND LABELS ARE CORRECTLY DESIGNATED ON THIS PLAT; THAT ALL MONUMENTS DEPICTED ON THIS PLAT HAVE BEEN, OR WILL BE CORRECTLY SET WITHIN ONE YEAR; THAT ALL WATER BOUNDARIES AND WET LANDS, AS DEFINED IN MINNESOTA STATUTES, SECTION 505.01, SUBD. 3, AS OF THE DATE OF THIS CERTIFICATE ARE SHOWN AND LABELED ON THIS PLAT; AND ALL PUBLIC WAYS ARE SHOWN AND LABELED ON THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MATHEW J. WELINSKI, LAND SURVEYOR  
MINNESOTA LICENSE NO. 53596

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY MATHEW J. WELINSKI.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME PRINTED)

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, MINNESOTA  
MY COMMISSION EXPIRES \_\_\_\_\_

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

THIS PLAT OF IBEW ACRES WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK, MINNESOTA, AT A REGULAR MEETING THEREOF HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_. AND SAID PLAT IS IN COMPLIANCE WITH THE PROVISIONS OF MINNESOTA STATUTES, SECTION 505.03, SUBDIVISION 2.

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

BY \_\_\_\_\_  
MAYOR

BY \_\_\_\_\_  
MANAGER

RESIDENT AND REAL ESTATE SERVICES, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT TAXES PAYABLE IN 20\_\_ AND PRIOR YEARS HAVE BEEN PAID FOR LAND DESCRIBED ON THIS PLAT, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, COUNTY AUDITOR

BY \_\_\_\_\_  
DEPUTY

SURVEY DIVISION, HENNEPIN COUNTY, MINNESOTA

PURSUANT TO MINN. STAT. SEC. 383B.565 (1969) THIS PLAT HAS BEEN APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, COUNTY SURVEYOR

BY \_\_\_\_\_

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN PLAT OF \_\_\_\_\_ RECORDED IN THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_M.

\_\_\_\_\_, COUNTY RECORDER

BY \_\_\_\_\_  
DEPUTY

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.1	<b>Meeting Date:</b>	June 8, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jay Stroebel, City Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Jay Stroebel
<b>Item:</b>	Council Travel Policy Discussion		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ AUTHORIZING SUPPLEMENTAL COMPENSATION FOR MAYOR AND COUNCIL MEMBERS WHO ATTEND APPROVED MUNICIPAL FUNCTIONS AND AUTHORIZING CHANGES TO CITY OF BROOKLYN PARK TRAVEL POLICY.

## Overview:

On June 8, 2019, the Council discussed changes to the existing Council travel policies. While recognizing the benefits for Council travel to advocate for Brooklyn Park interests, develop relationships and gain best practices from other communities, policies were reviewed for how the City's limited travel resources could be most fairly and effectively considered for future Council travel.

This action would make a small adjustment to the resolution (attachment 7.1B) that is reviewed by the Council annually related to the authorization of supplemental compensation for the Mayor and Council Members to attend approved municipal functions. More substantive changes are proposed in the "Elected Official Travel" section of the City of Brooklyn Park Travel Policy. (The underlined text in attachment 7.1A and 7.1B is proposed to be added.)

**Primary Issues/Alternatives to Consider:** N/A

## Budgetary/Fiscal Issues:

This policy change would seek to provide learning opportunities for the Council while managing existing and future budget resources.

## Attachments:

- 7.1A TRAVEL POLICY
- 7.1B RESOLUTION



# City of Brooklyn Park Financial Policy Statements *Travel* *Policy*

---

## **Introduction**

Periodically, city employees and elected officials will travel outside of the City for meetings and/or training opportunities related to their role in providing city services.

## **Purpose**

The purpose of the Travel Policy is to establish guidelines for the reimbursement of employees and elected officials for costs incurred while traveling as representatives of the City of Brooklyn Park to meetings and/or training opportunities.

## **Policy Statement**

## **Budget Approval**

Departments shall request a training and travel budget that is submitted to the City Manager and included in the final budget that is adopted by the City Council. The City Manager is responsible for including a training and travel budget for elected officials within the final budget that is adopted by the City Council.

## **Approvals**

- ✓ All employees seeking reimbursement for travel shall submit an expense report detailing the total expenses and providing appropriate receipts for their trip to their supervisor.
- ✓ The expense report is to be approved by their supervisor and submitted to the Finance Department.
- ✓ Travel by elected officials must be in compliance with the Elected Official Travel Section.

## **Advances**

Advances are considered an exception and should be submitted to Finance with a reason for the advance and the approval of the supervisor and department director. All advances will require a travel expense form to be completed and approved after the travel has been completed. *(The use of a City Purchase Card is encouraged when possible.)*

## **Travel Costs**

The following travel costs are eligible for reimbursement:

### **Transportation**

- ✓ Parking Fees.
- ✓ Car Rental Fees (out of state travel only).
  - Associated fuel charges are reimbursable when a receipt is provided.

- Note: City insurance does not provide comprehensive or collision coverage on rental vehicles. The Loss Control Division recommends purchasing physical damage insurance from the car rental company.
- ✓ Commuter buses/trains/taxi fares (out of state travel only).
- ✓ Airfare – Coach or economy class (out of state travel only).
- ✓ Mileage at the current approved IRS rate that is in effect at the time of travel.
  - Excluding commuter miles.
  - In out of state travel, the lesser of mileage versus what airfare would have cost is to be used if employee chooses to drive and the out of state travel is approved by the department director.
  - Employees who receive a monthly car allowance are not eligible for mileage reimbursement.

#### Lodging

- ✓ Lodging fees associated with trips for training or business that are longer than one day and are outside the Twin Cities Metro Area associated with a single occupancy rate.
- ✓ Lodging reimbursement requests must be accompanied by a lodging receipt from the hotel, motel, or other commercial lodging establishment.

#### Meals

- ✓ For same-day training or business meetings, meals will be reimbursed for the actual amount spent and will require a receipt. (City Purchase Card is encouraged to be used when possible.)
- ✓ For training or business trips that are longer than one-day, employees are entitled to a per-diem allowance any time they are in travel status.
  - Per-Diem covers expenses for breakfast, lunch, dinner, and related tips and taxes; tips to porters, baggage carriers, bellhops, maids, and other incidentals.
  - Maximum per-diem rates are prescribed for daily reimbursement of meals and incidental expenses incurred during official travel above and beyond lodging and transportation.
  - The Maximum per-diem rates used have been established by the Federal General Services Administration (GSA) and are listed at [www.gsa.gov](http://www.gsa.gov) under Per- Diem.
  - Meals included in the training/meeting registration costs are to be excluded from the per-diem calculation as they are not eligible for reimbursement.
  - City Purchase Cards are not to be used for items covered under the Per-Diem.
- ✓ Alcoholic beverages are not reimbursable and are not allowed to be purchased on a City Purchasing Card.

#### **Elected Official Travel**

The City recognizes that its elected officials may at times receive value from traveling within the state or out of state for workshops, conferences, events, and other assignments. To manage budget resources and provide equal opportunities for all members of Council to participate in learning opportunities the following statements set forth the conditions for elected official travel.

### Out-of-State Travel

The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed \$2500.

### In-State Travel

Travel for League of Minnesota Cities Newly Elected Official training would be available for all new Council Members. As resources allow, and if approved by Council, the Mayor and Council Members can request to travel to in-state conferences annually.

The statements below set forth the conditions under which travel by elected officials will be reimbursed by the City.

- ✓ The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of travel.
- ✓ No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- ✓ Travel costs will be reimbursed in accordance with the Travel Costs section of this policy.
- ✓ Requests for reimbursement must be submitted with appropriate receipts on a signed travel expense form to the Finance Department for review and payment.
- ✓ Elected officials appointed to serve on a National League of Cities Policy or Steering Committee will be allowed to attend both the Congressional City Conference and the Congress of Cities.
- ✓ When feasible, a city vehicle should be considered for in-state transportation needs.

### **Employee and Elected Official Responsibility**

Reimbursed travel costs are those costs essential to the authorized meeting and/or training opportunity that the employee or elected official is participating in. The City of Brooklyn Park expects employees and elected officials traveling on official business to exercise the same care in incurring reimbursable travel costs that a prudent person would exercise if traveling on personal business and expending personal funds.

### **Implementation and Review**

Upon adoption of this policy, the City Council authorizes the City Manager to establish any standards and procedures which may be necessary for its implementation. The City Manager shall review this policy periodically and make any recommendations for changes to the City Council.

*Policy last adopted March 4, 2013.*

RESOLUTION #2019-

RESOLUTION AUTHORIZING SUPPLEMENTAL COMPENSATION FOR MAYOR AND  
COUNCIL MEMBERS WHO ATTEND APPROVED MUNICIPAL FUNCTIONS

WHEREAS, Section 30.01 of the City Code states:

The Mayor and/or Council Members are sometimes required to attend municipal functions or to take time from their regular employment to perform services beneficial to the City. Additional compensation shall be paid to the Mayor or Council Members in those cases subject to the following conditions:

1. The activity and number of days for which a Council Member is to be engaged must be approved by the City Council prior to member's participation.
2. The Mayor and Council Member will be paid \$50 per day as supplemental compensation for each day approved and for which the member is in attendance at the approved activity.

and

WHEREAS, the Mayor and City Council have expressed interest in attending the following and/or similar activities during 2019:

- National League of Cities Congressional – City Conference, Washington, D.C. (3 attendees)
- League of Minnesota Cities Conferences
- League of Minnesota Cities Board of Directors
- National League of Cities Congress of Cities (3 attendees)
- National League of Cities Steering Committees
- National League of Cities Leadership Conference
- Minnesota Mayors Assn. Annual Conference
- League of Minnesota Cities Committees

NOW, THEREFORE, BE IT RESOLVED that the above-stated activities shall be approved activities for the Mayor and Council Members for 2019 and that dates for each activity shall be approved days for the Mayor and City Council to receive supplemental compensation of \$50 per day in addition to reimbursement for expenses incurred consistent with the City Travel Policy and Procedures; and

BE IT FURTHER RESOLVED that for the above activities that are held outside of the State of Minnesota, there shall be two additional days approved for receiving supplemental compensation to cover travel time to and from the activity.

BE IT FURTHER RESOLVED that Elected Official travel is guided by the City of Brooklyn Park *Financial Policy Statements Travel Policy*.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.2	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Devin Montero, City Clerk
<b>Ordinance:</b>	SECOND READING		
<b>Attachments:</b>	2	<b>Presented By:</b>	Scott Simmons, Chair, Charter Commission
<b>Item:</b>	Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission Amending Charter Chapters 2, 3, 4, 5, 6, 7, 8, 12, 13 and 14, and Adding Sections 4.10 and 14.01A of the Home Rule City Charter		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE 2019-\_\_\_\_\_ AMENDING CHARTER CHAPTERS 2, 3, 4, 5, 6, 7, 8, 12, 13 AND 14, AND ADDING SECTIONS 4.10 AND 14.01A OF THE HOME RULE CITY CHARTER, APPROVING THE SUMMARY OF THE ORDINANCE, AND AUTHORIZING PUBLICATION BY SUMMARY.

## Overview:

In November 2018, the Commissioners discussed the Charter being 50 years old and the many changes over the years for policy reasons. The Commissioners began reviewing the Charter regarding the technological and contemporary municipal usage on the city's website. From November 2018 through May 2019, the commissioners reviewed all chapters and have proposed the attached amendments to the Charter.

At its March 2019 meeting, the Charter Commission received the City Manager Population Report and the Commission began its review of the district populations. The Redistricting Subcommittee met and reviewed data related to the deviations of the districts and reported its findings to the Charter Commission at its meeting on April 10, 2019. As the result of the findings, the Charter Commission considered the population estimates, statistical deviations and unanimously voted to not recommend redistricting to the City Council.

The Subcommittee also presented options to amend Section 2.04 related to the deviation percentages since the Charter was silent on the deviation percentages used between the districts. The Commission's standard practice was to use a five percent deviation. The options presented were to set a 5 percent deviation, 10 percent deviation, or not include a percentage but reword the provision. The Commissioners recommended the city attorney review the options and provide his comments regarding the language.

At its May 8, 2019 meeting, the Charter Commissioners reviewed the city attorney's comments to Section 2.04 and proposed an amendment that did not include a percentage but reworded the provision that accurately stated the legal standard of "one person, one vote" that is applied in redistricting situations.

The Commissioners discussed and reviewed all the banked amendments and approved the amendments to the City Charter that are being presented to the Council for consideration and approval.

The public hearing and first reading was held on June 24, 2019, and passed unanimously by the Council.

The following is a routine timetable:

May 28	Council set the Public Hearing
June 6	Public Hearing Notice and text of proposed ordinance is published

June 24	Public Hearing and First Reading of Ordinance held
July 8	Second Reading of Ordinance held
July 18	Ordinance published in Newspaper
Sept. 15	Ordinance becomes effective (90 days after passage and publication)

The publication must be the exact language the Council will vote on.

**Attachments:**

- 7.2A ORDINANCE
- 7.2B SUMMARY ORDINANCE

ORDINANCE #2019-

ORDINANCE AMENDING CHARTER CHAPTERS 2, 3, 4, 5, 6, 7, 8, 12, 13 AND 14, AND  
ADDING SECTIONS 4.10 AND 14.01A OF THE HOME RULE CITY CHARTER

~~Text with strikeouts is proposed for deletion.~~

Text with underline is proposed for insertion.

The City of Brooklyn Park does ordain:

**Section 1. Chapter 2, Section 2.04 of the City Charter is amended to read as follows:**

SECTION 2.04 DISTRICTS AND REDISTRICTING PROCEDURES

*If the Charter Commission determines that the population within each district is not as equal as practicable in keeping with the one person, one vote concept, as evidenced by the Biennial City Manager's Population Report, the Charter Commission shall provide a Redistricting Report to the City Council.*

~~When the population has deviated from district to district, as evidenced in the Manager's Biennial City Population Report or as determined by the Charter Commission, the Charter Commission shall provide a Redistricting Report to the City Council. The Charter Commission shall submit this report to the Council within 45 days after the release receipt of the Manager's City Population Report. This Redistricting Report, upon its release to the Council, shall be published by the Council in two consecutive issues of the official newspaper of the city and on the city's website. The Council shall consider the report of the Charter Commission and within 45 days of its release receipt enact a redistricting ordinance which shall take effect 30 days after publication. If the Council does not enact by ordinance a plan for redistricting within the specified time, no further remuneration shall be paid to the Mayor or Council until the districts of the city are duly redetermined as required by this Charter.~~

**Section 2. Chapter 3, Sections 3.07 and 3.11 of the City Charter is amended to read as follows:**

SECTION 3.07 SIGNING AND PUBLICATION OF ORDINANCES AND MINUTES

Every ordinance passed by the Council shall be signed by the Mayor or Mayor Pro Tem, and attested to by the City Clerk upon passage thereof and shall be filed, maintained and preserved by the City Clerk. The full text of every ordinance passed by the Council shall be published on the city's website. The city may also publish a summary on the website. The ordinances shall be published once in the official newspaper of the city or, if the Council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the Council may direct that only the title of the ordinance and a summary be published with notice that the full ordinance is on the city's website and a full printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Clerk. Prior to the publication of the title and summary, the Council shall approve the text of the summary and determine that it clearly informs the public of the intent and the effect of the ordinance. The publication of the title and summary shall be deemed to fulfill all legal newspaper publication requirements as completely as if the entire ordinance had been published. The city shall not be required to publish the minutes or a summary of the actions in the official newspaper or on the city website but shall mail, at city expense, a copy of the proceedings to any resident upon request.

SECTION 3.11 REVISION AND CODIFICATION OF ORDINANCES

The ordinances of the city shall within two (2) years from the adoption of this Charter, and at intervals thereafter of not more than five (5) years, be revised, rearranged, and codified with such additions and deletions as may be deemed necessary by the Council. Such codification shall be published in book or continuously revised loose-leaf form, electronic format and entire copies or portions thereof made available by the Council, at the office of

the City Clerk for general distribution to the public at a reasonable charge. Such publication shall be a sufficient publication of all of the ordinances contained therein. Notice that copies of the revision and codification of ordinances are available at the office of the City Clerk shall be published on the city website and in the official newspaper for at least two (2) successive weeks. Every book shall contain a printed certificate of the Mayor, attested to by the City Clerk, that the publication is correct and such book so published shall be received in evidence in all courts for the purpose of providing the ordinances therein contained, the same as though the original ordinances were produced in court.

**Section 3. Chapter 4, Section 4.01, 4.02, 4.03, 4.04, 4.06, and 4.07 of the City Charter is amended to read as follows:**

**SECTION 4.01 GENERAL ELECTION LAWS TO APPLY**

Except as hereinafter provided, the general laws of the State of Minnesota pertaining to registration of voters and the conduct of primary, special and general elections shall apply for all municipal elections of such officers as are specified in this Charter. The Council shall through ordinances duly adopted in compliance with such state laws and this Charter, adopt suitable and necessary regulations for the conduct of such elections.

**SECTION 4.02 REGULAR MUNICIPAL ELECTIONS**

A regular municipal election shall be held on the first Tuesday after the first Monday in November of each even numbered year commencing in 1988 at such time, place or places as the City Council may designate by resolution. The Council may divide the city into as many voting precincts as it may ~~from time to time~~ deem necessary. Each district shall constitute at least one voting precinct and no precinct shall be in more than one district. At least fifteen (15) days notice shall be given by the City Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each voting precinct and by publishing a notice thereof at least once in the official newspaper of the city. The city shall maintain a list of all current voting precincts on its website. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election.

**SECTION 4.03 PRIMARY MUNICIPAL ELECTIONS**

The Council shall, whenever there are more than two candidates filing for any city-wide office or for resident Council member of any district, provide through ordinance or resolution for a primary election to be held city wide or in any particular district, and such primary election shall be held on a date not less than 25 days prior to the general election. At least 15 days notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website and at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election.

**SECTION 4.04 SPECIAL ELECTIONS**

The Council may by resolution order a special election and provide all means for holding such special election, provided that there be published notice of said election on the city website and given in three (3) consecutive weekly issues of the official newspaper of the city, prior to the day of said election. The procedure at such election shall conform as nearly as possible to that prescribed for other municipal elections.

**SECTION 4.06 NOMINATIONS BY PETITION**

All elective officers provided for by this Charter shall be nominated by petition. The name of any qualified voter of the city shall be printed upon the ballot whenever a petition as hereinafter prescribed shall have been filed in his/her behalf with the City Clerk. Such petition shall contain printed names and signatures of at least twenty-five (25) registered voters for a City Council seat and at least seventy five (75) registered voters for a Mayoral seat,

qualified to vote for the office in question. No qualified voter shall sign petitions for more candidates for any office than the number of persons to be chosen for that office at the election; should he/she do so, his/her signatures shall be void as to the petition or petitions last filed. All nominations shall be in the hands of the City Clerk's office by the end of the filing period. A nominating petition for a candidate who will be out of the state during the filing period to submit an affidavit of candidacy along with filing fees and any required petitions may do so during the seven days prior to the candidate's absence. The Clerk shall prepare the ballots with the names of the candidates for an office in a manner to be provided by ordinance. Each petition, when presented, must be accompanied by a \$25 filing fee for a Council seat and a \$75 filing fee for a Mayoral seat, which is non-refundable. (Nomination Petitions and Candidate Packets are only available at the City Manager's Clerk's Office)

#### SECTION 4.07 NOMINATION PETITIONS

Petitions for the nomination of candidates for elective office shall be in writing, signed by the petitioning voters, with the street and number, if there be such, of their respective residences. Each petition may consist of one or more pages ~~papers~~, and the signatures need not all be on the same page ~~paper~~. The nomination petition shall contain only one signature on each designated line and no more than 10 signatures on each side of the page. Each page of the nomination petition shall be in the following form provided by the City Clerk's office. (Nomination Petitions and Candidate Packets are only available at the City Manager's Clerk's Office)

#### NOMINATION PETITION

\_\_\_\_\_, being duly sworn, deposes and says that he/she circulated the foregoing petition containing no more than 10 signatures, and that the signatures appended thereto were made in his/her presence and are the signatures of the persons whose names they purport to be and that such persons signed the petition of their own free will.

#### **Section 4. Chapter 4 is amended to add the following section:**

#### SECTION 4.10 WRITE-IN CANDIDATES

A candidate for any city office who wants write-in votes for the candidate to be counted must file a written request with the filing officer for the office sought no later than the seventh (7<sup>th</sup>) day by 5 p.m. before the general or special municipal election. The city clerk shall provide the form to make the request.

#### **Section 5. Chapter 5, Section 5.03 and 5.06 of the City Charter is amended to read as follows:**

#### SECTION 5.03 EXPENDITURES BY PETITIONERS

No member of any recall committee, no circulator of a signature paper, and no signer of any such paper, or any other person, shall accept or offer any reward, monetary ~~pecuniary~~ or otherwise, for services rendered in connection with the circulation. This shall not prevent the committee from paying for legal advice and from incurring nominal expenses as set forth by ordinance, for stationery, copying, printing, and notarial fees. Any violation of this section is a misdemeanor.

#### SECTION 5.06 ELECTION UNDER RECALL - NOTICE OF ELECTION

Unless the officer whose removal is sought resigns within ten (10) days after ~~receipt~~ by the Council receives of the completed recall petition, the Council shall immediately order a special election in accordance with the special election provisions of this Charter (Section 4.04). The form of the ballot at such election shall be as follows:

In the event that a majority of the voters vote in the affirmative on this question, a vacancy in such office the subject of the recall, shall be declared vacant, and the office shall be filled ~~filed~~ as stated in Section 2.06.

**Section 6. Chapter 6, Sections 6.01, 6.02, 6.03, 6.04, 6.05, 6.07, 6.11, 6.12 and 6.13 of the City Charter is amended to read as follows:**

**SECTION 6.01 POWERS RESERVED BY THE PEOPLE**

The people of the City of Brooklyn Park reserve to themselves the powers, in accordance with the provisions of this Charter, to (1) initiate and adopt any ordinance, except an ordinance relating to the budget or capital programs, the appropriation of money, the levy of taxes, the issuance of bonds, the salaries of city officials or employees, or the zoning of land (“Initiative”); and (2) require any ordinance when passed by the Council except an ordinance relating to the budget or capital programs, the appropriation of money, the levy of taxes, the issuance of bonds, the salaries of city officials or employees, or the zoning of land to be referred to the registered voters for approval or disapproval (“Referendum”). Sections 6.03 through 6.09 govern the Initiative process. Sections 6.10 through 6.14 govern the Referendum process.

**SECTION 6.02 EXPENDITURES BY PETITIONERS**

No member of any initiative or referendum committee, no circulator of a signature paper, and no signer of any such paper, or any other person, shall accept or offer any reward, ~~pecuniary~~ monetary or otherwise, for service rendered in connection with this circulation. This shall not prevent the committee from paying for legal advice and from incurring nominal expenses as set forth by ordinance. Any violation of this provision is a misdemeanor.

**SECTION 6.03 INITIATION OF MEASURES**

~~Any five~~ A minimum of five registered voters may form themselves into a sponsoring committee for the initiation of any ordinance except an ordinance relating to the budget or capital programs, the appropriation of money, the levy of taxes, the issuance of bonds, the salaries of city officials or employees, or the zoning of land. Before circulating any petition the committee shall file a certified copy of its proposed ordinance with the City Clerk together with the names and addresses of the committee members. The committee shall also attach a copy of the certified proposed ordinance to each of the signature papers, together with the committee member’s names and addresses as sponsors. Within 10 working days the City Attorney shall ascertain whether the proposed ordinance properly constitutes an initiative. If the City Attorney finds the petition improper, he/she shall notify one or more of the sponsoring committee of that fact, certifying the reasons for his/her findings. ~~(Sample Forms must be are available at the City Manager’s Clerk’s Office).~~

**SECTION 6.04 FORM OF PETITION AND SIGNATURE PAPERS**

The petition for the adoption of any ordinance shall consist of the ordinance, together with all the signature papers and affidavits attached. Such petition shall not be complete unless signed by a number of registered voters in the City of Brooklyn Park equal to at least 15 percent, of the total number of votes cast in the City of Brooklyn Park at the last Gubernatorial election. All the signatures need not be on one signature paper, but the circulator of every signature paper shall make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. Each signature paper shall be in substantially the following form:

~~(Sample Forms must be are available at the City Manager’s Clerk’s Office).~~

**SECTION 6.05 FILING OF PETITION AND ACTION TAKEN**

The committee shall then be given up to thirty days in which to file additional signature papers and to correct the petition in all other particulars. Upon receipt of the corrected petition, the City Clerk will then have up to ten working days to ascertain its validity, and the petitioners can no longer correct errors. If at the end of that period the petition is found to be still insufficient or irregular, the Clerk shall file it in his/her office and shall notify one or more ~~each~~ members of the committee of that fact. The final finding of the insufficiency or irregularity of a petition shall not prejudice the filing of a new petition for the same purpose, nor shall it prevent the Council from referring the ordinance to the voters at the next regular or special election.

## SECTION 6.07 INITIATIVE BALLOTS

The ballots used when voting upon any such proposed ordinance shall state the substance of the ordinance and shall give the voters the opportunity to vote either "Yes" or "No" on the question of adoption. If a majority of the votes on any such ordinance are in favor of it, it shall then become an ordinance of the city. Any number of proposed ordinances may be voted upon at the same election, but the voter shall be allowed to vote for or against each separately. ~~If the city attorney determines there is a conflict in case of inconsistency~~ between two initiated ordinances approved at one election, the one approved by the higher percentage of voters voting on the question shall prevail.

## SECTION 6.11 REFERENDUM PETITION

Any five registered voters may form themselves into a sponsoring committee for the repeal of any ordinance except an ordinance relating to the budget or capital programs, the appropriation of money, the levy of taxes, the issuance of bonds, the salaries of city officials or employees, or the zoning of land. Before circulating any petition the committee shall file a certified copy of the ordinance suggested to be repealed with the City Clerk together with the names and addresses of the committee members. The committee shall also attach a copy of the certified ordinance to each of the signature papers, together with the committee member's names and addresses as sponsors. ~~{Sample Forms must be are available at the City Manager's Clerk's Office}.~~

## SECTION 6.12 FORM OF PETITION AND SIGNATURE PAPERS

The petition for the repeal of any ordinance shall consist of the ordinance, together with all the signature papers and affidavits attached. Such petition shall not be complete unless signed by a number of registered voters in the City equal to at least 15 percent of the total number of votes cast in the City at the last Gubernatorial election. All the signatures need not be on one signature paper, but the circulator of every signature paper shall make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. Each signature paper shall be in substantially the following form: ~~{Sample Forms must be are available at the City Manager's Clerk's Office}.~~

## SECTION 6.13 FILING OF PETITION AND ACTION TAKEN

The committee shall then be given up to thirty days in which to file additional signature papers and to correct the petition in all other particulars. Upon receipt of the corrected petition, the City Clerk will then have up to ten working days to ascertain its validity, and the petitioners can no longer correct errors. If at the end of that period the petition is found to be still insufficient or irregular, the Clerk shall file it in his/her office and shall notify one or more ~~each~~ members of the committee of that fact. The final finding of the insufficiency or irregularity of a petition shall not prejudice the filing of a new petition for the same purpose, nor shall it prevent the Council from referring the ordinance to the voters at the next regular or special election.

## **Section 7. Chapter 7, Section 7.01 and 7.06 of the City Charter is amended to read as follows:**

### SECTION 7.01 THE CITY MANAGER

When the office of City Manager is declared vacant, the City Council shall appoint a new City Manager within 180 days. Whenever the office of City Manager is declared vacant, the City Council shall advertise for a new City Manager through appropriate local and national publications and agencies and on the city's website. During any absence or disability of the City Manager, the City Council shall appoint an Acting Manager, properly qualified and capable to perform the duties of City Manager.

### SECTION 7.06 CONTRACTS: HOW LET

Every contract for the purchase of merchandise, materials or equipment, or for any kind of construction work for cities of the second class, shall be let only by the Council upon the recommendation of the City Manager to lowest responsible bidder. Unless the Council shall by an emergency ordinance otherwise provide, the City Manager shall advertise for bids on the city website and by at least one week's published notice in the official legal newspaper of the city on all such contracts as provided by statute. The Council may, however, reject any and all bids. Subject to the provisions of this Charter, the Council may by ordinance adopt further regulations for the making of such bids and the letting of contracts.

**Section 8. Chapter 8, Section 8.04, 8.06 and 8.12 of the City Charter is amended to read as follows:**

**SECTION 8.04 BOARD OF APPEAL AND EQUALIZATION**

Notice of this meeting shall be ~~given~~ posted on the city website and published in at least two (2) publications of the official newspaper, the first of which must be two (2) weeks prior to the meeting. The meeting shall be so conducted as to give interested citizens a reasonable opportunity to be heard.

The Council shall evaluate this information when it sits as a Board of Appeal and Equalization.

**SECTION 8.06 PASSAGE OF THE BUDGET**

Prior to the adoption of the budget and in accordance with State law, notice shall be given on the city website and in the official city newspaper stating the time and place at which the budget will be considered and stating that copies are on file in the City Hall for public inspection. The preliminary budget shall be presented at the first regular monthly meeting of the Council in September and the Council shall hold adjourned meetings from time to time until all the estimates have been considered.

**SECTION 8.12 ACCOUNTS AND REPORTS**

Once each year, on or before March 15, the City Manager shall submit a report containing preliminary financial results of all city funds for the prior year. The Council may at any time, and shall annually, provide for an audit of the city finances by a certified public accountant or by the department of the State authorized to make examinations of the affairs of the municipalities. On or before the first day of June in each year, the City Manager shall prepare and submit to the Council an audited Comprehensive Annual Financial Report covering all City funds for the prior year. The Comprehensive Annual Financial Report shall be prepared according to generally accepted accounting principles and shall be submitted to the Council on or before the date prescribed by State law for this report to be submitted to the State of Minnesota. The Comprehensive Annual Financial Report or a summary thereof shall be published on the city website and in the official newspaper on or before July 30 of each year.

**Section 9. Chapter 12, Section 12.03 of the City Charter is amended to read as follows:**

**SECTION 12.03 PUBLIC HEARING**

Before any franchise ordinance is adopted or any rates, fares, or prices to be charged by a public utility are fixed by the Council, the Council shall hold a public hearing on the matter. Notice of such hearing shall be published on the city website and at least once in the official newspaper not less than ten (10) days prior to the date of the hearing.

**Section 10. Chapter 13, Section 13.07 of the City Charter is amended to read as follows:**

**SECTION 13.07 NOTICE OF PUBLIC HEARINGS**

Notice of public hearings required by this chapter shall be published on the city website and at least once in the official newspaper at least ten (10) days prior to the date of the hearing. Additional notice of such public hearings shall be mailed to subscribers of the utility or given in such manner as the Council may determine.

**Section 11, Chapter 14, of the City Charter is amended to add Section 14.01A as follows:**

SECTION 14.01 OFFICIAL PUBLICATIONS

14.01A WEBSITE

*In addition to and all other publication requirements, information regarding public notices, ordinances, bid solicitation and other city matters required by law shall also be posted on the city's website.*

**Section 12. Chapter 14, Section 14.05 of the City Charter is amended to read as follows:**

SECTION 14.05 OFFICIAL BONDS

The City Manager, the City Clerk, the Director of Finance, and such other officers or employees of the city as may be provided for by ordinance shall each before entering upon the duties of his/her respective office or employment, be covered by a corporate surety bond to the city in such form and in such amount as may be fixed by the Council as security for the faithful performance of his/her official duties and the safekeeping of the public funds. Such bonds may be either individual or blanket bonds ~~in~~ at the discretion of the Council. They shall be approved by the Council and approved as to form by the City Attorney, and filed with the City Clerk. The premiums on the bonds shall be paid by the city.

DEVIN MONTERO  
City Clerk

The City Council Brooklyn Park has determined that pursuant to its City Charter, Ordinance #2019-\_\_\_\_\_ should be published in summary form.

SUMMARY OF ORDINANCE #2019-\_\_\_\_\_

ORDINANCE AMENDING CHARTER CHAPTERS 2, 3, 4, 5, 6, 7, 8, 12, 13 AND 14, AND  
ADDING SECTIONS 4.10 AND 14.01A OF THE HOME RULE CITY CHARTER

Ordinance #2019-\_\_\_\_\_ amends Charter Sections 2.04, Districts and Redistricting Procedures, 3.07, Signing and Publication of Ordinances and Minutes, 3.11, Revision and Codification of Ordinances, 4.01, General Election Laws To Apply, 4.02, Regular Municipal Elections, 4.03, Primary Municipal Elections, 4.04, Special Elections, 4.06, Nominations By Petition, 4.07 Nomination Petitions, 5.03, Expenditures By Petitioners, 5.06 Election Under Recall – Notice of Election, 6.01 Powers Reserved By The People, 6.02 Expenditures By Petitioners, 6.03 Initiation of Measures, 6.04 Form of Petition and Signature Papers, 6.05 Filing of Petition And Action Taken, 6.07 Initiative Ballots, 6.11 Referendum Petition, 6.12, Form of Petition And Signature Papers, 6.13, Filing of Petition And Action Taken, 7.01, The City Manager, 7.06, Contracts: How Let, 8.04 Board of Appeal and Equalization, 8.06, Passage Of The Budget, 8.12, Accounts and Reports, 12.03, Public Hearing, 13.07 Notice of Public Hearings, 14.05, Official Bonds and added Sections 4.10, Write-In Candidates, and 14.01A, Website.

This summary of Ordinance #2019-\_\_\_\_\_ has been approved by the City Council on July 8, 2019. A printed copy of the full text of the ordinance is available for public inspection in the office of the city clerk.

ATTEST:

\_\_\_\_\_  
JEFFREY LUNDE, MAYOR

\_\_\_\_\_  
DEVIN MONTERO, CITY CLERK

Approved as to Form by City Attorney  
Passed on First Reading: 06-24-19  
Passed on Second Reading: 07-08-19  
Summary Published in Official Newspaper: 07-18-19

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.3	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Operations and Maintenance and Community Development
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jeff Holstein, City Transportation Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Jesse Struve, City Engineer
<b>Item:</b>	Approve the Installation of a Traffic Signal at the Noble Parkway / 93 <sup>rd</sup> Avenue Intersection and Retaining Short Elliott Hendrickson, Inc. to Prepare Plans and Specifications		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ APPROVING THE INSTALLATION OF A TRAFFIC SIGNAL AT THE NOBLE PARKWAY / 93<sup>RD</sup> AVENUE INTERSECTION AND RETAINING SHORT ELLIOTT HENDRICKSON, INC. TO PREPARE PLANS AND SPECIFICATIONS.

## Overview:

93<sup>rd</sup> Avenue is a main east/west route that extends from the Osseo / Maple Grove Border to east of Noble Parkway within the City. It is a Hennepin County road (County Highway 30) from the western border of the City to Zane Avenue and a City road from Zane Avenue to Noble Parkway. The Council and some residents have expressed their concerns with the traffic speed and safety of this segment of 93<sup>rd</sup> Avenue. Staff has presented information to the Council, most recently at the June 3, 2019 meeting, relative to these issues.

The majority of residents in attendance at these meetings wanted to discuss the installation of a traffic signal at the 93<sup>rd</sup> Avenue / Noble Parkway intersection. The traffic conditions at this intersection meet the requirements of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) to allow a signal to be installed. However, since Noble Parkway is a Hennepin County roadway, the conditions must also meet or exceed a County priority factor of 30. Originally, the conditions did not meet the priority factor for Hennepin County to allow the signal or participate in the project. The County has since changed their methodology for calculating the priority factor. The new methodology, when coupled with updated crash data supplied to the County by the City, resulted in a higher priority factor (36) and now meets Hennepin County's threshold. Thus, Hennepin County recently agreed to allow the signal to be installed and to fund 25% of the project based on their cost participation policy.

The installation of a permanent traffic signal at the 93<sup>rd</sup> Avenue / Noble Parkway intersection may include some median work on the north side to meet ADA standards and signal interconnection to the north and south. The total estimated construction cost of the signal items is \$400,000. Because of the lead time needed to obtain traffic signal equipment, the desire to coordinate with Hennepin County on the installation and necessary agreements, it is prudent to design the signal in 2019 and bid / start construction of the project in 2020.

Staff has obtained quotes for design and construction engineering for a new signal at the intersection. The quotes were obtained from Short Elliott Hendrickson, Inc. (\$29,800) and the SRF Consulting Group, Inc. (\$30,160). The City has worked with S.E.H. several times over the past decade on traffic signal items and found their work to be very good. Staff has also reviewed their cost quote and find it to be reasonable.

Staff recommends the City Council approve the installation of a traffic signal at the Noble Parkway / 93<sup>rd</sup> Avenue intersection and retaining Short Elliott Hendrickson, Inc. to prepare plans and specifications.

**Primary Issues / Alternatives to Consider:**

The installation of a signal in this location could encourage additional use on 93<sup>rd</sup> Avenue by people trying to avoid congestion on TH 610. This would mainly be limited to the evening rush hour as eastbound TH 610 becomes congested and people use 93<sup>rd</sup> Avenue as a bypass.

**Budgetary / Fiscal Issues:**

The 2019-2023 CIP does not include funds for a signal at the 93<sup>rd</sup> Avenue / Noble Parkway intersection in 2019 or 2020 (currently shown in 2023). However, the CIP does show 2019 expenditures of \$50,000 from the Signal and Streetlight Utility Fund that will not be used because the City did not work with the County on additional flashing yellow arrow projects in 2019. Thus, the design of the signal in 2019 can be accommodated by reallocating these funds.

The cost of the signal construction would be approximately \$370,000 (\$400,000 less \$30,000 design). Hennepin County will cover their share (25%) of the signal costs and the City also has a signal assessment agreement with the Allina Medical Center whereby the Center has previously agreed to fund \$25,000 toward this signal. The remaining balance will need to be funded through the Street and Signal Light Utility Fund. This may require additional review of the fund and future rates. Note the County may also increase their participation in future signals to correspond to the number of intersection legs (in this case two of four legs are County legs, so the County may change their participation to 50% starting in 2020).

The addition of this signal will likely require an increase in the Street Signal / Light Utility Fund of 3-5%. Staff will evaluate how this addition affects the long-term stability of the fund and will bring this back to Council later this year.

**Attachments:**

- 7.3A RESOLUTION
- 7.3B S.E.H. SIGNAL PROPOSAL LETTER
- 7.3C LOCATION MAP

RESOLUTION #2019-

RESOLUTION APPROVING THE INSTALLATION OF A TRAFFIC SIGNAL AT THE NOBLE PARKWAY /  
93<sup>RD</sup> AVENUE INTERSECTION AND RETAINING SHORT ELLIOTT HENDRICKSON, INC.  
TO PREPARE PLANS AND SPECIFICATIONS

WHEREAS, the traffic conditions at the Noble Parkway / 93<sup>rd</sup> Avenue intersection meet the signal installation requirements documented in the Minnesota Manual on Uniform Traffic Control Devices; and

WHEREAS, Noble Parkway is a Hennepin County roadway (County State Aid Highway 12) and the County has given permission to the City to install a traffic signal at the Noble Parkway / 93<sup>rd</sup> Avenue intersection and the County has agreed to participate at a level consistent with the County's Cost Participation Policy level; and

WHEREAS, City staff has requested and received two proposals from reputable engineering firms (Short Elliott Hendrickson, Inc. at \$29,800 and SRF Consulting Group, Inc. at \$30,160) for providing design and construction engineering services for the signal installation; and

WHEREAS, the City Engineer has reviewed these proposals and finds them reasonable and recommends retaining the lowest responsible bidder which is Short Elliott Hendrickson, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the Mayor and City Manager to enter into an agreement with Short Elliott Hendrickson, Inc. to prepare the plans and specifications for the proposed Noble Parkway / 93<sup>rd</sup> Avenue traffic signal project.



Building a Better World  
for All of Us®

May 30, 2019

RE: Brooklyn Park, Minnesota  
Traffic Signal System Design  
Noble Parkway at 93<sup>rd</sup> Avenue  
SEH No. BROPK 143675

Mr. Jeffery Holstein, PE  
City Traffic Engineer  
City of Brooklyn Park  
5200 85<sup>th</sup> Avenue North  
Brooklyn Park, Minnesota 55443-4300

Dear Mr. Holstein:

Short Elliott Hendrickson Inc.® (SEH) appreciates the opportunity to submit this proposal to the City of Brooklyn Park for design and construction services for one (1) new traffic control signal system, at the intersection of Noble Parkway (CSAH 12) and 93<sup>rd</sup> Avenue North.

SEH is committed to developing a work program and design for this new signal system that will be compatible with the City's needs. We have met the City's high standards in our previous work, and will provide the same quality services for this project.

This letter proposal can be the basis for an agreement for the design of the signal system and the subsequent construction services. As part of the project, we have put together the following work program for performing the design of the signal system. The work program is fairly well defined based on the cooperative efforts for SEH and the City of Brooklyn Park for previous signal designs. The work program does, however, provide flexibility to make the most efficient use of SEH and City staff.

### **Preparation of Signal Justification Report (SJR)**

The Signal Justification Report will be completed by the City of Brooklyn Park, and is thus not included in our proposed project scope for this work.

### **Pre-design Meeting**

SEH can meet with your staff and Hennepin County staff (as needed) immediately following notice to proceed to determine exact details of the coordinated effort. This meeting may include a field review of the intersection area to permit evaluation of signal equipment placement, controller location, potential power source, and general signal operation. A field review may also provide and identify special concerns for use in the design.

### **Prepare Signal Plans and Specifications**

In order to have current geometrics and topography of the intersection needed for signal, curb ramp, and potential turn lane design, SEH will complete a detailed survey of the intersection area and contact Gopher

Mr. Jeffery Holstein, PE  
May 30, 2019  
Page 2

State One Call to have utility locations marked for inclusion in the survey. Survey work will be completed as soon as a notice to proceed is issued by the City to allow for design work to begin in a timely manner.

Using available as-built information (already provided to SEH by the City) and survey information compiled by SEH, along with an extensive field review of the intersection by SEH to supplement this information, SEH will put together a 20 scale base layout of the intersection for use in developing plan sheets.

SEH will prepare a preliminary signal layout and wiring diagram for the new signal system for City (and County) review. After receiving comments from the City and County, SEH will prepare a final design for the new signal system. This design will be incorporated into final plan sheets and will include intersection layout, field wiring diagram, all required traffic signal details, title sheet, statement of estimated quantities, and utilities sheet.

Due to their close proximity, interconnect conduit and cabling from this intersection to the adjacent signal systems to the north (at the Trunk Highway 610 South Ramps) and south (at Edinbrook Parkway) is proposed to be included in the design scope. However, any coordinated signal timing related to the interconnected system is anticipated to be completed by others (Hennepin County) and is not included in the scope of this project.

SEH will incorporate all City or County furnished materials (anticipated to include a new controller and cabinet and video detection system components) and will coordinate with the City or County to allow for these items to be included in the overall project documents for this signal system.

SEH will coordinate with the City with respect to pedestrian curb ramp locations and pedestrian landing areas that SEH will ultimately design as part of the project, so that traffic signal pedestrian push buttons are properly located to meet current ADA and PROWAG requirements.

Intersection signal design will include but not be limited to: LED indications for all vehicle and countdown timer pedestrian signals, Emergency Vehicle Preemption (EVP) facilities including advance detection as needed (likely for eastbound traffic), video detection, pedestrian provisions (APS push buttons as required by the County), battery back-up ready signal service cabinet, and intersection lighting on the traffic signal poles as applicable.

While the design work for the basic project scope will include all provisions for traffic signal and curb ramp design work, it is anticipated that there may be the need to incorporate detailed road and storm sewer design in the project should the City elect to include this work in the project. As requested by the City, we have included an optional design task cost for pulling back the north median to accommodate pedestrian crossing on the north leg of the intersection (which would include storm sewer system modifications due to two catch basins being present near the median nose).

Roadway design services (if approved by the City for inclusion into the project) will include plan and technical specification preparation, removal plans, typical details, storm sewer modifications, and Engineers estimate. Any required storm sewer documentation will also be prepared by SEH and submitted to the City, County, and State Aid for approval.

Note that all design and construction work is anticipated to be able to be completed within existing right of way and no right of way procurement or documentation services are included in this scope of work.

Mr. Jeffery Holstein, PE  
May 30, 2019  
Page 3

Specific items that should be included in the new signal system design can be discussed with the City and the County as needed. The plan sheets will be signed by a licensed civil engineer. The plans and specifications will meet all applicable requirements of the Minnesota Manual on Uniform Traffic Control Devices, the Mn/DOT State-Aid Standards, and all applicable state and local electrical codes.

SEH will prepare all technical specifications (including specifications giving consideration to traffic control during signal construction) and complete bid documents (using current City standard documents) for the complete project.

SEH will assist the City with obtaining signatures from the County and will submit the project to MnDOT State Aid on behalf of the City. Any comments received from either the County or State Aid will be addressed by SEH, and revised copies of these items will be resubmitted to each agency by SEH for final approvals and processing.

SEH will be available for questions or plan interpretations during the bidding process.

SEH will assist the City with advertising the project for bids, opening of bids, and will also prepare contract documents. SEH will set up and attend any required preconstruction meetings, and will review traffic signal shop drawings. Either SEH or the City can provide construction contract administration.

### **Construction Observation**

SEH will also provide construction observation for the signal and curb ramp portions of the project. We propose to stake equipment, curb/sidewalk removal, and curb ramp locations in the field; make periodic visits to the project site to review work and respond to construction related questions; observe the technical portions of construction as necessary; review the new signal system and pedestrian curb ramps following construction; and provide a punch list to the Contractor on behalf of the City and the County. SEH will prepare a local signal timing plan for this intersection (non-coordinated timing plan) and coordinate with the County regarding the signal timing work and placing the new signal system into operation. As part of the construction observation portion of the contract, SEH will provide to the City and the County an as-built set of plans for the new signal system (hard copy and electronic copy).

Should north median removal and construction be included in the project scope, SEH has provided an optional task for providing limited construction services for this work item. This work is proposed to include initial survey of the intersection and staking of catch basin locations, being available to respond to construction related questions, final review of the constructed areas, preparation of a punch list, and follow up to ensure that all punch list items are addressed by the Contractor.

It is assumed that the City would provide the routine day to day on-site inspection services outside of staking and survey (SEH would not have an Engineer or RPR on site all day during construction) and day-to-day on-site presence by an SEH representative is not included in the project scope but can be included for an additional negotiated fee between the City and SEH should the City want to include these services in the project.

### **Schedule and Fees**

We propose beginning work immediately upon being notified to proceed. We will work with the City of Brooklyn Park to set a more specific schedule for the project once we have received authorization to proceed on the project.

Mr. Jeffery Holstein, PE  
May 30, 2019  
Page 4

The proposed work program includes pre-design meeting, survey services, plan sheet and complete signal and curb ramp specification preparation, assistance during bidding and construction, traffic signal and curb ramp construction observation, and optional median removal design and construction services.

We propose to be paid for the work we do on an hourly basis, plus the actual cost of reimbursable expenses.

All work, as defined above, will be done on an hourly basis (plus reimbursable expenses) for an overall base cost not-to-exceed of **\$24,400 (not including the optional median removal design and construction tasks)**. This cost will not be exceeded except as otherwise approved by the City.

For your information, our estimated costs for each task on the project are as follows (for the overall base cost not-to-exceed of \$24,400):

Survey and Preliminary Field Review	\$4,500
Traffic Signal Design	\$8,500
Pedestrian Curb Ramp Design	\$3,800
Bid Documents and Letting Services	\$2,800
Signal and Curb Ramps Construction Services	\$4,800
<b>Total Project Design and Construction Costs:</b>	<b>\$24,400</b>
<i>Optional North Median Removal Design Services</i>	<i>\$3,000</i>
<i>Optional Median Construction Services</i>	<i>\$2,400</i>
<i>Total Project Design and Construction Costs (including optional tasks):</i>	<i>\$29,800</i>

Any additional tasks added to or deleted from this project (due to significant changes in the general scope of the project or its design including, but not limited to, changes in size, complexity of character or type of construction) shall be by written amendment to the contract signed by both parties.

We appreciate the opportunity to hopefully provide the work stated above to the City of Brooklyn Park. Feel free to contact me at 651.490.2073 if you have any questions or comments regarding this proposal.

If you are in agreement with the terms of this proposal, please sign and return one signed copy for our files.

Sincerely,  
SHORT ELLIOTT HENDRICKSON INC.

  
John M. Gray, PE  
Project Manager

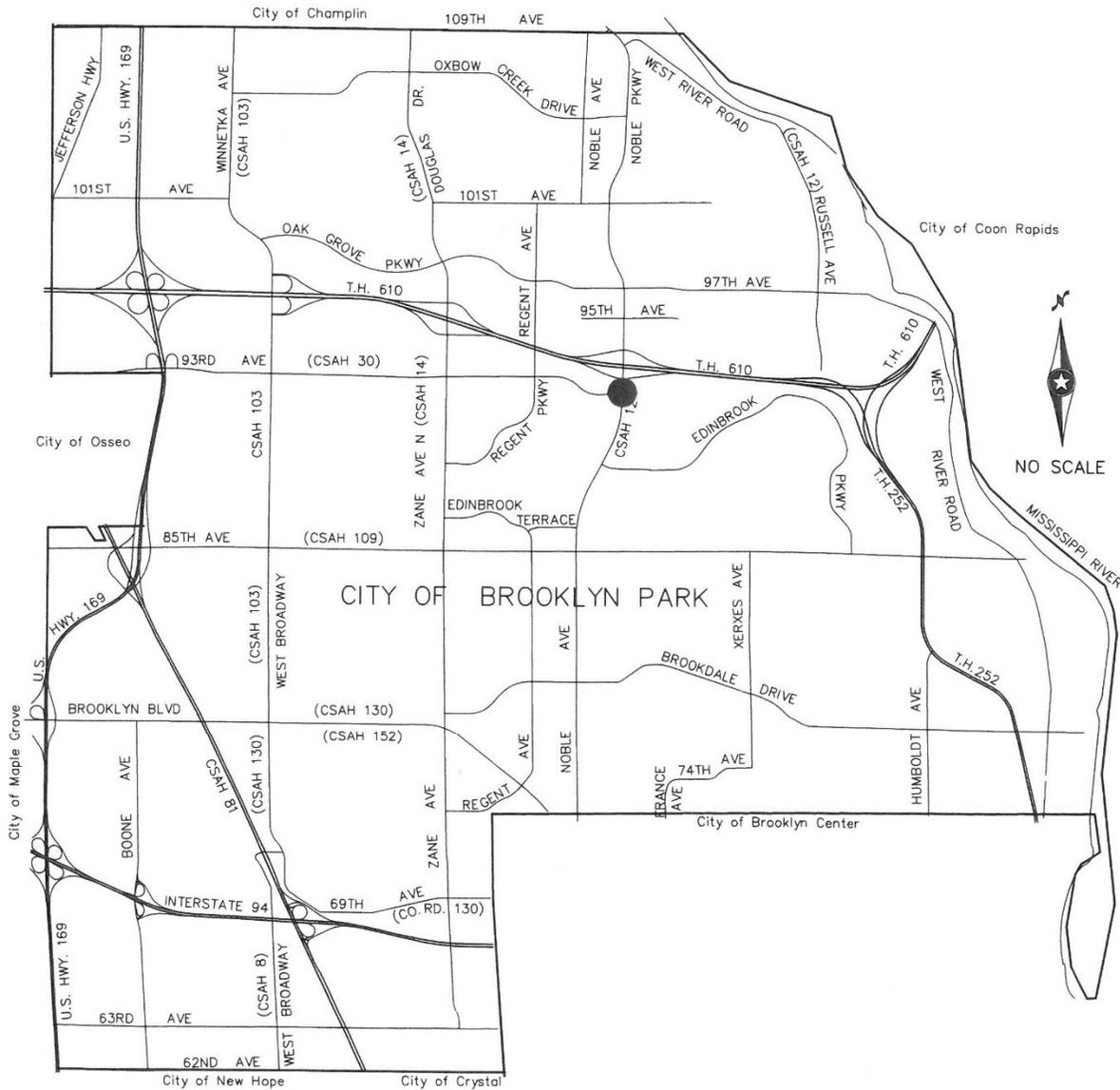
Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF BROOKLYN PARK, MINNESOTA**

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

Title: \_\_\_\_\_

# LOCATION MAP NOBLE PARKWAY/93RD AVENUE PROPOSED TRAFFIC SIGNAL



● - PROPOSED TRAFFIC SIGNAL



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.4	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Operations and Maintenance - Engineering Services Division
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jesse Struve, City Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Jesse Struve
<b>Item:</b>	Authorize Burying of Utilities Along 101 <sup>st</sup> Avenue		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_ AUTHORIZING BURYING OF UTILITIES ALONG 101<sup>ST</sup> AVENUE.

## Overview:

The City is currently progressing toward the construction of a new full access interchange at the Highway 169 / 101<sup>st</sup> Avenue junction. The interchange project is identified as a vital element of the City's transportation system in the City's Comprehensive Plan, the TH 169 Corridor Study and the traffic impact plans for developing areas surrounding the interchange.

Staff would like input from the Council on whether to underground utilities from Jefferson Highway to Xylon Avenue.

## Primary Issues/Alternatives to Consider:

The City Council has previously expressed interest in undergrounding utilities along major corridors in the community and dedicated funds to bury utilities along Brooklyn Blvd (\$500,000 along CSAH 81). The EDA has committed to fund the undergrounding of utilities along West Broadway and Oak Grove Station area with the future LRT project and will make a final decision on burial along Phase II Brooklyn Blvd Trail project. Once 101<sup>st</sup> Avenue is connected to Oak Grove Pkwy with the future LRT project and if Council authorizes staff to bury the utilities on this segment, the entire segment from Jefferson Highway to just west of Noble Pkwy will have underground utilities.

Section 102.43 of the City Code related to rights-of-way includes language that addresses the location and burial of utilities. The ordinance allows the City to decide when it is appropriate to require the burial of utilities. In this case, as part of the reconstruction of the roadway, the City Council can determine that burying the overhead lines will provide a safer roadway system and orderly development in the city. New development requires the burial of new utilities; the burial of existing lines is typically addressed with roadway reconstruction or utility replacement

## Budgetary/Fiscal Issues:

The construction of the interchange is included in the approved 2019-2023 Capital Improvement Plan (CIP). The estimated cost for burying the utilities from Jefferson Highway to Xylon Avenue is approximately \$1,000,000. If approved by the City Council, this will be added to the overall construction costs of the project, and any funding gap will be funded utilizing the EDA TIF 3 funds and Special Assessments.

**Attachments:**

- 7.4A RESOLUTION
- 7.4B LOCATION MAP

RESOLUTION #2019-

RESOLUTION AUTHORIZING BURYING OF UTILITIES ALONG 101<sup>ST</sup> AVENUE

WHEREAS, the Municipal Corporation of the City of Brooklyn Park, Minnesota shall hereinafter be called the "City"; and

WHEREAS, the City has planned the improvement of a new interchange at the US Highway 169 / 101<sup>st</sup> Avenue junction and the upgrading of 101<sup>st</sup> Avenue North to a multi-lane urban roadway between Jefferson Highway and future Xylon Avenue in the City; and

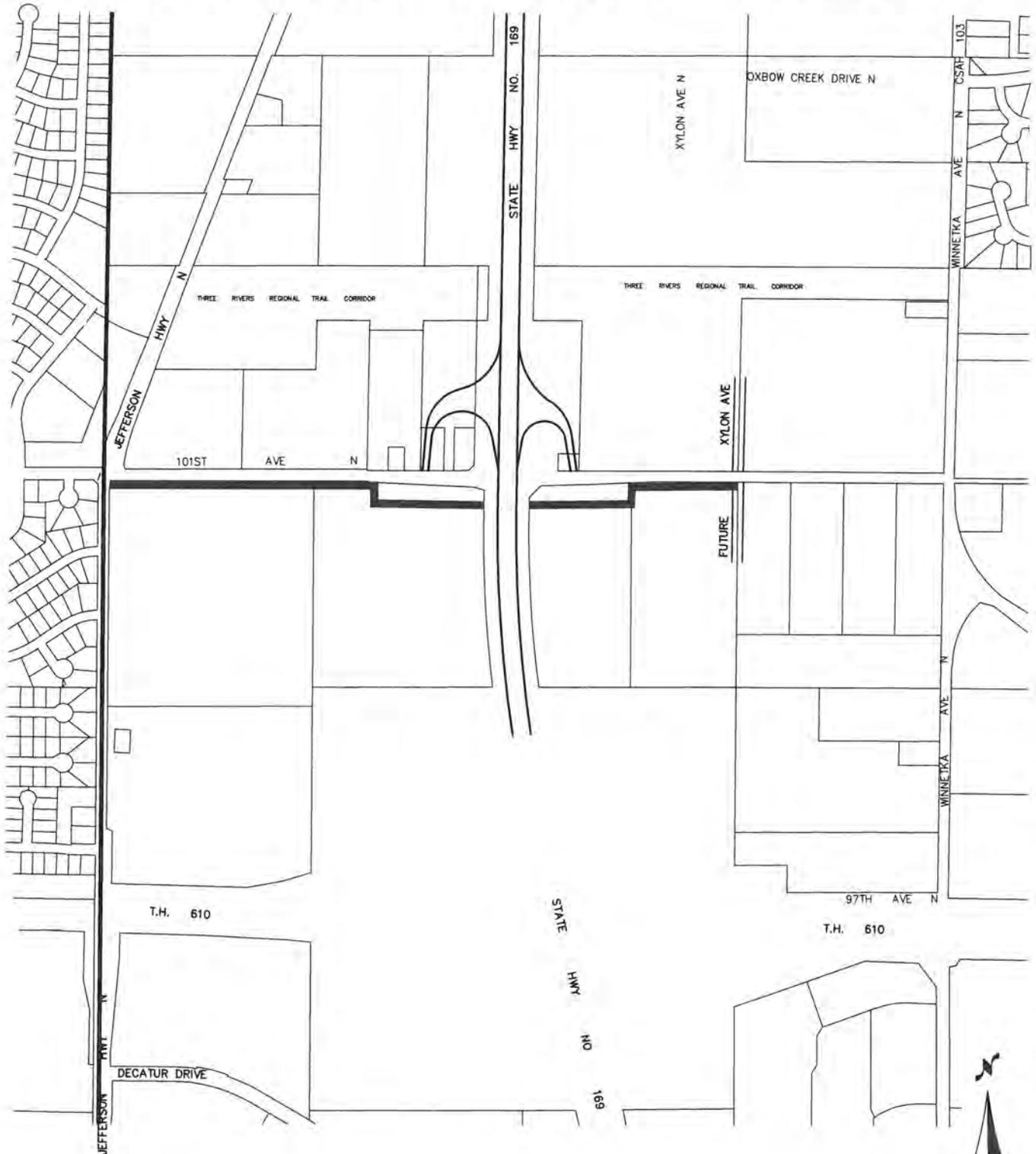
WHEREAS, the burying of utilities provides a visual benefit to the surrounding properties; and

WHEREAS, this improvement follows past practice of burying of utilities along major corridors throughout the community and can easily be incorporated into the current project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the burying of the utilities along 101<sup>st</sup> Avenue.

# PROPOSED

# UNDERGROUNDING LIMITS



## LEGEND

**—** PROPOSED UNDERGROUNDING  
LIMITS OF XCEL DISTRIBUTION  
LINE



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.5	<b>Meeting Date:</b>	July 8, 2019
<b>Agenda Section:</b>	General Action Items	<b>Originating Department:</b>	Recreation and Parks
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jody Yungers, Director of Recreation and Parks
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	4	<b>Presented By:</b>	Jody Yungers
<b>Item:</b>	Acceptance of Natural Resource Management Plan		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-\_\_\_\_\_ TO ACCEPT THE NATURAL RESOURCE MANAGEMENT PLAN.

## Overview:

As part of the community engagement process for the Park System Plan, the community expressed the importance of preserving and protecting the public natural areas within the community. The community's interest was further supported in the community polling and a portion of the Park Bond Referendum (\$500,000) has been appropriated to enhance the natural areas within the park system. To help identify priorities within the system, over the last year staff has been working with a consulting firm, Stantec, to develop a Natural Resource Management Plan (NRMP).

The draft NRMP focuses on twenty-seven (27) specific parks within the system that have significant natural areas that would enhance and protect the diversity of our natural resource areas, provide close-to-home access to nature and create natural connections between neighborhoods throughout the community.

The NRMP is intended to be a long-term reinvestment plan over multiple year (30+ years). Therefore, to prioritize financial investments, a 10-Year Implementation Plan has been developed.

The following was taken into consideration in development of the priorities within the 10-Year Implementation Plan:

## Park Selection:

- Priority #1 – Current parks planned for redevelopment and have significant natural areas identified within the Plan:
  - River Park
  - Hartkopf Park
  - Norwood Park
  - Historic Eidem Farm
- Priority #2 – Community Gathering Spaces with significant natural areas:
  - Village Creek Center, including Waite Park East and West
- Priority #3 – Parks with significant natural areas (not undergoing redevelopment):
  - Brookdale Park
  - Palmer Lake
  - Oak Grove
  - Schrieber Woods
  - Bass Creek
  - CAC Fishing Pond

Priority natural resource activities:

The NRMP identifies multiple management activities and with limited resources, the following activities have been identified as priority tasks within the Plan:

- Priority #1 – Stormwater Erosion Control
- Priority #2 – Stream/River Buffer Restoration
- Priority #3 – Upland (woodland) Restoration
- Priority #4 – Lowland Hardwood Restoration
- Priority #5 – Prairie Restoration
- Priority #6 – Interpretive Signage

Available Resources:

In addition to these prior considerations, staff capacity and fiscal resources are a determining factor for implementation of the priority activities within the NRMP.

Community Engagement and Summary of Community Feedback:

- Attached is a copy of the Summary of Community Feedback on the NRMP (website survey)
- The Recreation and Parks Advisory Commission has reviewed the NRMP and agreed with the recommended priority parks and tasks identified within the Plan (recommended for City Council approval on June 19, 2019).
- Members of the Isaak Walton League have also reviewed the Plan and are supportive of the Plan. However, members are asking the City to also work with private property land owners on the Mississippi River. They are asking the City to consider application for a grant to conduct an inventory of current shoreline condition and to help share information and best practice on efforts to prevent further erosion and run-off issues that affect the quality of the River. Within the City's Comprehensive Plan (Chapter 12 - Mississippi River Corridor Critical Area Plan), the Plan does address within the goals of the Plan that the City "work with property owners to replace diseased trees with new plantings and introduce appropriate vegetation on river banks and steep slopes to control erosion."

**Primary Issues/Alternatives to Consider:**

- Does the Council agree with the 13 priority parks for investment?
- Does the Council agree with the priority natural resource activities in the Plan?

**Budgetary/Fiscal Issues:**

In November 2018, the community voted to support a Park Bond Fund which dedicates \$500,000 toward accelerating park natural resources management over the next 10 years. The Park Bond Fund will help expand the city's capacity to conduct natural resources management, in addition to leverage grant match requirement. Building partnerships and engaging local businesses and the community in development of a volunteer group (Natural Resource Management Corp) can help leverage community resources, which will be important to tackle the scope of natural resource management needs identified in this Plan.

Additionally, the City recognized the need to more actively invest in natural areas within the park system and through its Five-Year Capital Improvement Plan (CIP) Heritage Fund has appropriated \$25,000 each year to support the advancement of the NRMP.

The City's Forestry Crew within the Operations and Maintenance Department is the primary team of staff that manages the City boulevards and natural areas within the park system. Historically, the priority work of this crew has been tree trimming, EAB management and buckthorn removal. The NRMP provides the roadmap for leveraging all the resources of the City to help improve the overall quality and effectiveness of the critical natural areas within the City of Brooklyn Park.

Click on the link to view the City's website and the Natural Resource Management Plan:

<https://www.brooklynpark.org/park-system-plan/>

**Attachments:**

7.5A RESOLUTION

7.5B DRAFT EXECUTIVE SUMMARY OF NATURAL RESOURCE MANAGEMENT PLAN

7.5C NATURAL RESOURCE MANAGEMENT PLAN 10-YEAR IMPLEMENTATION PLAN

7.5D COMMUNITY FEEDBACK TO NRMP PLAN

RESOLUTION #2019-

RESOLUTION TO ACCEPT THE NATURAL RESOURCE MANAGEMENT PLAN

WHEREAS, as part of the community engagement process for the Park System Plan, the community expressed the importance of preserving and protecting the public natural areas within the community; and

WHEREAS, over the last year, staff has been working with a consulting firm, Stantec, to develop a Natural Resource Management Plan (NRMP); and

WHEREAS, the NRMP focuses on twenty-seven (27) specific parks within the system that have significant natural areas that would enhance and protect the diversity of our natural resource areas, provide close-to-home access to nature and create natural connections between neighborhoods throughout the community; and

WHEREAS, the NRMP is intended to be a long-term reinvestment plan over multiple years (30+ years); therefore, to prioritize financial investments, a 10-Year Implementation Plan has been developed; and

WHEREAS, the NRMP provides the roadmap for leveraging all the resources of the City to help improve the overall quality and effectiveness of the critical natural areas within the City of Brooklyn Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept the Natural Resource Management Plan.

# Brooklyn Park Natural Resources Management Plan Executive Summary



Prepared for:  
City of Brooklyn Park  
Recreation & Parks Department  
5600 85th Ave. N.  
Brooklyn Park, MN 55443

Prepared by:  
Stantec Consulting Services, Inc  
733 Marquette Ave., Suite 1000  
Minneapolis, MN 55402

Stantec Project No.193706385

May 9, 2019

## **Executive Summary**

Park systems are known to play a critical role in transforming cities into vibrant, healthy communities. Parks provide opportunities to improve physical and mental health, a place to meet up with family and friends, or reconnect with nature. Beyond delivering high-quality recreation opportunities, park systems play a critical role in protecting and celebrating the environment through the conservation of public lands, investing in green infrastructure, and advocating for proactive management of land and water resources.

Brooklyn Park is the sixth largest city in the state of Minnesota, with a population of 81,460 (2016). The City is expected to exceed a population of 95,000 by the year 2030. Brooklyn Park is one of the most diverse cities in Minnesota, with over 50 percent of the population being persons of color, 20 percent born outside of the US, and 25 percent of residents speaking a language other than English at home.

Brooklyn Park is located in northeast Hennepin County and the Mississippi River forms the city's east boundary. Due to careful planning and foresight, most residents have access to parks within a half-mile of their home.

The City of Brooklyn Park Recreation and Parks Department manages 63 parks, over 2,000 acres of park land and environmental areas, 53 miles of paved trails and more than 400 recreation amenities, such as park shelters, playgrounds, disc golf course, athletic fields, and several special use facilities. Natural amenities in the parks include streams, wetlands, and ponds, as well as grassland, savanna, and woodland habitats. The Mississippi River, Shingle Creek, and Bass Creek are important water resources that enhance habitat diversity in Brooklyn Park and provide significant ecological corridors for plants and wildlife.

As with open spaces, ball fields, picnic areas and other recreational park features, park natural areas need regular maintenance. If not properly managed, natural areas will decline in quality, reducing their benefits for wildlife, water quality, and people. Natural area management in today's landscape requires planned management, including 1) controlling invasive plants and animals that displace native species; 2) planting native vegetation to improve wildlife habitat and natural area resilience; 3) protecting water resources through proper stormwater management; and 4) protection and restoration of upland habitats, wetlands, streams, and water bodies.

### **Priority Parks for Natural Resources Planning**

In 2017 to 2018, the city of Brooklyn Park underwent a 14-month community engagement effort in development of a 10-year Park Reinvestment Plan (Plan) that identified the community's priorities for reinvestment in the Recreation and Parks System. Throughout this engagement process the community acknowledged the critical

role that parks play in preserving and protecting natural areas within parks and the importance of investing in green infrastructure and advocating for protective management of land and water resources. The Plan included recommendation to develop a Natural Resource Management Plan (NRMP) that outlines specific best practice by park area to be incorporated into parks operational practices.

This NRMP focuses on 27 specific parks within the system that have significant natural areas. The NRMP provides a 30-Year Implementation Plan (30-Year Plan) and a 10-Year Implementation Plan (10-Year Plan). The 10-Year Plan focuses on 15 priority parks for reinvestment including Bass Creek, Brookdale Park, Community Activity Center Pond, Eidem Historical Farm, Hartkopf, Mississippi Gateway Regional Park/Environmental Nature Area, Norwood, Oak Grove, Orchard Trail, Palmer Lake Nature Area, River Park, Schreiber Woods, Village Creek, Waite Park East, and Waite Park West.

Other parks within the NRMP to be proactively managed for natural resources are included in the 30-Year Plan: Northwoods, Founders, Northern Trail, Jewell, Greenhaven, Cavelle, Tessman, Emerson Woods, Sunkist, Meadowlake, Edgewood, Birch Grove, Maitland, and Tessman Acres.

### **Natural Resources Management Plan Overview**

The NRMP is intended to be a long-term reinvestment plan over multiple year (30+ years) and is based on field assessments conducted in the fall of 2018. Desired future cover types were mapped for each park and a list of management activities, cost estimates, and within-park priorities are summarized in a 30-Year Plan. The 30-Year Plan represents a full suite of activities and cost estimates for natural resources management across all of the NRMP focal parks. Any given activity in the plan may be implemented using a variety of funding and labor resources, with specific timing dependent upon the availability of appropriate resources and the likelihood of sustained investment over time. Due to the variability in who may implement management work (community volunteers, city staff, contractors, or a combination thereof), cost estimates for the 30-Year Plan were developed based on complete outsourcing for labor and materials.

### **Thirty-Year Implementation Plan Overview**

The 30-Year Implementation Plan includes a list of over 110 potential natural resource management projects covering nearly 500 acres and 4,800 linear feet of the Bass Creek and Shingle Creek stream channels. Projects include restoration and enhancement of streams and streambanks (including Mississippi River shoreline), wetland, prairie, oak woodland, lowland hardwoods, and floodplain forest habitats. In addition, erosion control needs observed during the field assessments were included in the project list along with estimated costs for stabilization. Opportunities for environmental education

through interpretive signage were noted as well. The overall estimated cost to implement the projects and associated tasks for the complete 30-year list is \$5.6 million.

### **Ten-Year Implementation Plan Overview**

A 10-year Implementation Plan is provided for prioritizing financial investments over the shorter term. The 10-year plan focuses on priority parks and assumes that some of the activities can be completed by the Parks Operations and Maintenance Division forestry crew. Currently, the crew has multiple functions including forestry, natural resources, and implementing the city's Emerald Ash Borer (EAB) Management Plan. Brooklyn Park's Capital Improvement Plan, through its Heritage Fund, provides limited funding for those activities. Currently the City relies on contractors to assist with larger-scale woody invasive plant removal projects, native seeding (like prairie plantings), prescribed burns, and stream restoration projects. The City's Environmental Nature Area natural resources management plan will be addressed separately through the City's Joint Powers Agreement with Three Rivers Park District for the Mississippi Gateway Regional Park. The overall estimated cost to implement prescribed projects and associated tasks for the priority parks in the 10-year plan is \$3.4 million.

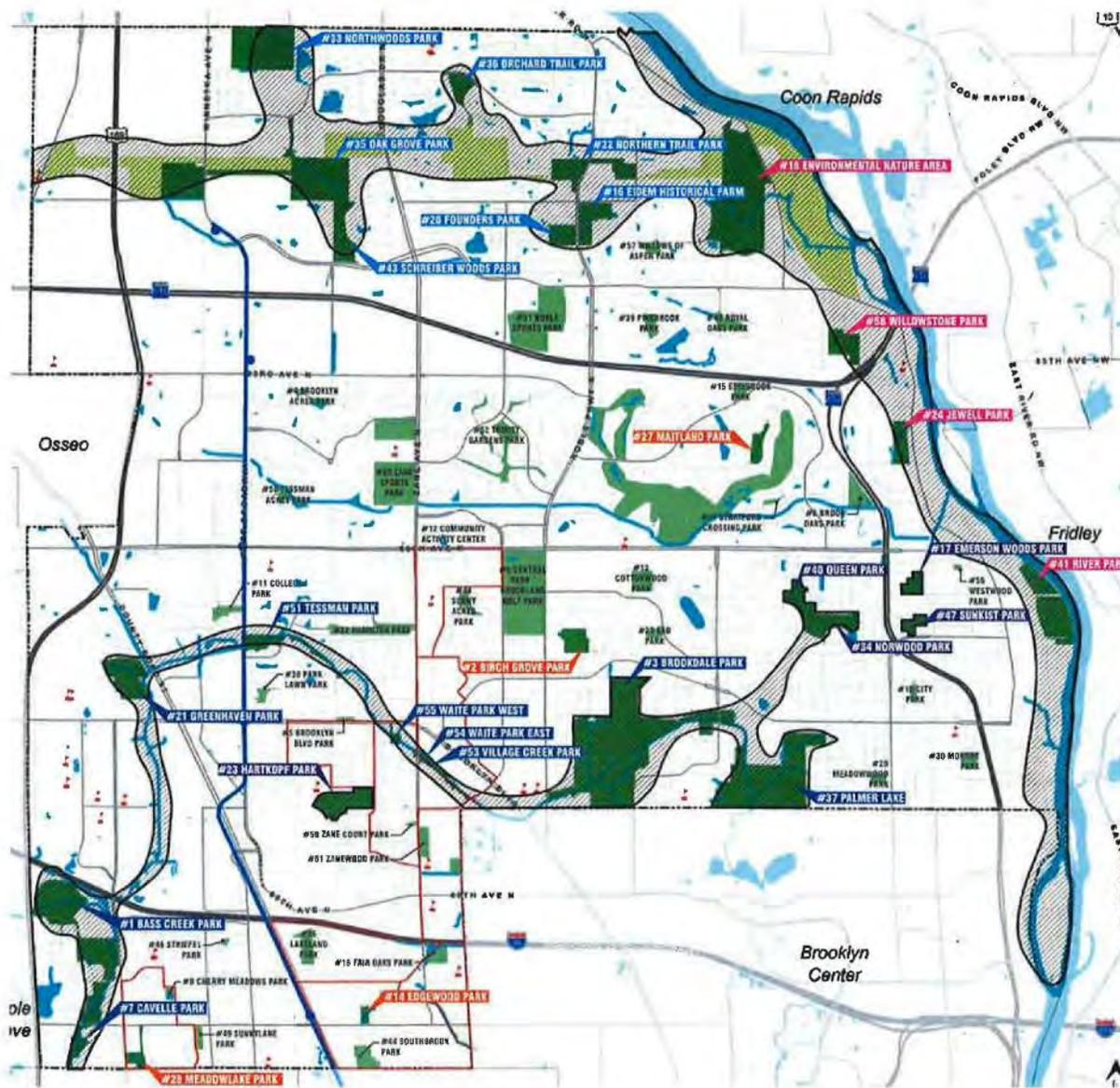
### **Best Management Practices**

Best Management Practices (BMPs) for specific activities and tasks (such as adaptive management monitoring, woody invasive species control or prescribed burns) are provided to help guide implementation. These guidelines will be important for maximizing the biological effectiveness, and therefore the cost effectiveness, of ecological restoration and maintenance program work undertaken by Brooklyn Park.

### **Next Steps**

In November 2018 the community voted to support a Park Bond Fund which dedicates \$500,000 towards accelerating park natural resources management over the next ten years. The Park Bond Fund will help expand the city's capacity to conduct natural resources management, in addition to providing match for grant funding. Building partnerships and engaging local businesses and the community will help leverage the Park Bond Funds and will be important to tackle the scope of natural resource management needs identified in this plan.

The field assessments, management recommendations, and BMPs identified within the NRMP should provide Brooklyn Park with the decision-support tools needed to succeed in protecting and enhancing the quality and resilience of the park systems natural areas now and for future generations.



- LEGEND**
- PARKS TO BE MANAGED FOR NATURAL RESOURCES
  - CONCEPTUAL ECOLOGICAL CORRIDORS AND PATCHES
  - PARKS IDENTIFIED AS PART OF THE RUSH CREEK ECOLOGICAL CORRIDOR
  - PARKS IDENTIFIED AS PART OF THE MISSISSIPPI RIVER ECOLOGICAL CORRIDOR
  - PARKS IDENTIFIED AS PART OF THE SHINGLE CREEK ECOLOGICAL CORRIDOR
  - PARKS IDENTIFIED AS HABITAT PATCHES
  - ADDITIONAL PARKS IDENTIFIED FOR NATURAL RESOURCE MANAGEMENT
  - OTHER CITY PARKS
  - THREE RIVERS PARK DISTRICT
  - BLUE LINE LIGHT RAIL ALIGNMENT
  - BLUE LINE LIGHT RAIL STATION
  - SCHOOL
  - AREAS OF MAJORITY PEOPLE OF COLOR & LOWER INCOME

Park System Map

Brooklyn Park Natural Resources Management Plan Draft 10-Year Implementation Plan

5/9/2019

	A	B	C	D	E	F	G	H	J
1	<b>DRAFT 5/9/2019</b>								
2	<b>enhancement v. restoration</b>								
3					<b>Estimated Size</b>				
4	<b>PARK</b>	<b>PARK (AC)</b>	<b>LOCATION within PARK (Map Unit ID)</b>	<b>Activity Type</b>	<b>Value</b>	<b>Units</b>	<b>Sample Tasks/Notes</b>	<b>Priority within Park</b>	<b>Project Cost Estimate (10 years)</b>
5									
6	Bass Creek	80	OW	Oak woodland enhancement	2.4	AC	Legacy oaks are notable features (up to 30" dbh), including white oaks west of creek; control woody invasives (common buckthorn, honeysuckle); interseed natives; apply prescribed fire.	High	\$ 28,336
7	Bass Creek		E1-E2	Erosion stabilization of channels	127	LF	Concentrated flow is causing erosion in these areas. A stabilized channel cross-section will be developed. Blanket, seeding, rock checks and shrub plantings are planned to assist in a stabilized channel.	High	\$ 56,000
8	Bass Creek		E3-E5	Erosion stabilization at 3 culverts	1	LS	There are three structures that are experiencing erosion due to overland and in some cases channel flows. Additional riprap needs to be added at these structures to reduce erosion.	High	\$ 4,500
9	Bass Creek		Bass Creek	Stream enhancement	1,332	LF	Creek channel from Cherokee Dr north through middle unit of the park (1,332 LF); Dissolved Oxygen and Habitat Improvements - low flow channel, rock riffle, rock/log riffles, toe wood, variable pools, bioengineering, native vegetation on channel slopes and adjacent area. Note: LOMAR would add additional cost if required.	High	\$ 333,000
10	Bass Creek		LH	Lowland hardwoods enhancement	31	AC	Control woody invasives (common buckthorn, honeysuckle, Siberian elm, amur maple, white mulberry); control herbaceous invasives (woodland edges); interseed native woodland herbaceous species.	Med	\$ 198,090
11	Bass Creek		W1	Wetland vegetation restoration	0.5	AC	Located in the Bass Creek floodplain; restore native wetland vegetation (currently reed canary grass).	Med	\$ 5,050

	A	B	C	D	E	F	G	H	J
3	PARK	PARK (AC)	LOCATION within PARK (Map Unit ID)	Activity Type	Estimated Size		Sample Tasks/Notes	Priority within Park	Project Cost Estimate (10 years)
4					Value	Units			
12	Bass Creek		W2	Wetland vegetation restoration	0.4	AC	Located in the old Bass Creek channel; restore native wetland vegetation (currently reed canary grass).	Med	\$ 4,840
13	Brookdale		MP1	Mesic prairie restoration	8.5	AC	Convert old field around ball fields to mesic prairie.	High	\$ 46,485
14	Brookdale			Stream/wetland restoration concept plan			Wenck (2012) recommends studying current condition and potential habitat improvement provided by off-line pools. This study will review the off line pool idea. A stream assessment and wetland restoration concept plan will be developed and be accompanied by a technical memorandum for this site.	High	\$ 28,000
15	Brookdale		Shingle Creek	Stream enhancement	1,430	LF	Dissolved Oxygen and Habitat Improvements - low flow channel, rock riffle, rock/log riffles, toe wood, variable pools, bioengineering, native vegetation on channel slopes and adjacent area. Note: LOMAR would add additional cost if required.	High	\$ 357,500
16	Brookdale		E1	Stream stabilization			Bank erosion downstream of low dam. Rock combined with plantings will be utilized to stabilize the banks at this location.	High	\$ 34,000
17	Brookdale	180	LH	Lowland hardwoods enhancement	60	AC	Control woody invasives (common buckthorn, honeysuckle, Siberian elm, amur maple, white mulberry); control herbaceous invasives (garlic mustard, burdock, Canada thistle); interseed natives.	Med	\$ 383,400
18	Brookdale		B	Prairie buffer restorations	3	AC	Convert reed canary grass/nonnative grasses to prairie vegetation at strategic locations for sustainability and public visibility/educational opportunities (photos 7964, 7967); buffer south stormwater pond (photo 7957).	Med	\$ 20,250

	A	B	C	D	E	F	G	H	J
3	PARK	PARK (AC)	LOCATION within PARK (Map Unit ID)	Activity Type	Estimated Size		Sample Tasks/Notes	Priority within Park	Project Cost Estimate (10 years)
4					Value	Units			
19	Brookdale		MP2	Mesic prairie restoration	2.2	AC	Convert reed canary grass/boxelders to mesic prairie.	Med	\$ 11,154
20	Brookdale		E2	Erosion stabilization at channel	385	LF	Concentrated flow is causing erosion in this area. A stabilized channel cross-section will be developed. Blanket, seeding, rock checks and shrub plantings are planned to assist in a stabilized channel.	Med	\$ 169,763
21	Community Activity Center			Stormwater pond vegetation enhancement			Spot treat weeds (2-3x per growing season), apply prescribed fire every 3-6 years, dormant season mowing annually or as needed.		\$ 19,500
22	Eidem Historical Farm		MP1	Mesic prairie enhancement & restoration	3.1	AC	Retain oak, aspen and cottonwoods; remove amur maple, boxelder, buckthorn, eastern red cedar, honeysuckle; spot treat nonnative grasses (reed canary grass, brome), and Canada thistle; apply prescribed fire; interseed prairie; may need to reconstruct prairie in north half; consider mowing trail through middle of prairie for education and exploration.	High	\$ 23,916
23	Eidem Historical Farm		OS	Oak savanna enhancement	0.6	AC	Remove black locust, Siberian elm, and boxelder throughout, and any trees within the open-grown 40" dbh bur oak tree driplines; reserve all oaks, black cherry, pin cherry, native shrubs like elderberry; prescribed burn; interseed native herbaceous species; plant and/or protect bur oak seedlings beyond mature oak canopy after mesic tree species removal	High	\$ 22,300
24	Eidem Historical Farm			Interpretive signage			Potential themes for prairie, pollinators, oak savanna (48" open-grown oaks!), lowland hardwoods.	High	
25	Eidem Historical Farm		MP2	Mesic prairie restoration	0.6	AC	Reconstruct mesic prairie--existing area has minimal cover by warm season grasses and prairie forbs.	Med	\$ 19,800
26	Eidem Historical Farm		LH	Lowland hardwoods enhancement	1.2	AC	Remove Siberian elm and buckthorn; interseed native herbaceous species.	Low	\$ 8,508

3	A	B	C	D	E	F	G	H	J
	PARK	PARK (AC)	LOCATION within PARK (Map Unit ID)	Activity Type	Estimated Size		Sample Tasks/Notes	Priority within Park	Project Cost Estimate (10 years)
Value					Units				
27	Oak Grove	68	OW1 - OW4	Oak woodland enhancement	8.1	AC	Control invasive species (buckthorn, honeysuckle); apply prescribed fire; interseed native woodland herbaceous species.	High	\$ 67,270
28	Oak Grove		LH1 - LH7	Lowland hardwoods enhancement	26.3	AC	Control invasive woody species (buckthorn, honeysuckle); control garlic mustard, leafy spurge.	Med	\$ 186,467
29	Oak Grove		PP1	Dry prairie enhancement	0.7	AC	Maintain existing dry prairie planting; control knapweed; apply prescribed fire; interseed native prairie species; coordinate activities with TRPD.	Med	\$ 9,000
30	Oak Grove		WP2, WP3	Wet prairie restoration	2.2	AC	Overhead utility corridor; control invasive species (common and glossy buckthorn, Canada thistle); continue woody invasives control that is currently underway; apply prescribed fire; interseed native prairie species.	Med	\$ 11,880
31	Oak Grove		P1 - P3	Dry prairie restoration	4.9	AC	Remove select trees and shrubs (planted conifers); retain all oaks; apply prescribed fire; interseed native prairie species; coordinate activities with TRPD.	Low	\$ 35,460
32	Oak Grove		WP1, WP4	Wet prairie restoration	6.7	AC	Restoration involves conversion of reed canary grass to native wet prairie vegetation; controlling invasive shrubs (common buckthorn, honeysuckle) could be first step prior to larger investment in restoration.	Low	\$ 38,469
33	Oak Grove		NW & W trail entrances	Education - interpretive signs			Oak woodland restoration theme - NW and W trail entrances into park.		\$ -
34	Orchard Trail	11	PP1 - PP3	Prairie enhancement	2.2	AC	Includes stormwater pond buffer; invasive species control (crown vetch, knapweed, Siberian elm); apply prescribed fire; coordinate invasives control along south boundary with Three Rivers Park District (TRPD).	High	\$ 17,948
35	Palmer Lake Nature Area		OW	Oak woodland enhancement	1.4	AC	Woody invasives control (buckthorn, honeysuckle, Siberian elm); spot treat garlic mustard, mother's wort, reed canary grass); prescribed burn; interseed native woodland herbaceous species.	High	\$ 21,946

	A	B	C	D	E	F	G	H	J
3	PARK	PARK (AC)	LOCATION within PARK (Map Unit ID)	Activity Type	Estimated Size		Sample Tasks/Notes	Priority within Park	Project Cost Estimate (10 years)
4					Value	Units			
36	Palmer Lake Nature Area			Wetland and stream enhancement/restoration study and concept plan	103	AC	This 103 acre park is predominately wetland. This wetland has been ditched and drainage has occurred impacting the wetlands hydrology and vegetative community. The main ditch may have historically been a stream. A wetland/stream study is proposed that would include monitoring hydrology with shallow wells and data loggers, topo survey of select locations, hydraulic analysis, concept plan, cost estimate and agency meetings to discuss project.	High	\$ 80,000
37	Palmer Lake Nature Area	103	LH	Lowland hardwoods enhancement	51.7	AC	Woody invasives control (buckthorn, Siberian elm); spot treat garlic mustard.	Med	\$ 330,363
38	Palmer Lake Nature Area		W1	Wetland restoration	13,300	SF	Remove fill from approximately 3 foot high spoil piles to restore wetland.	Med	\$ 29,555
39	Palmer Lake Nature Area		W2	Wetland restoration	19,400	SF	Remove fill from approximately 4 foot high spoil piles to restore wetland.	Med	\$ 57,481
40	Palmer Lake Nature Area		W3	Wetland restoration	10,800	SF	Remove fill from approximately 2 foot high spoil piles to restore wetland.	Med	\$ 16,000
41	Palmer Lake Nature Area		W4	Wetland restoration	12,500	SF	Remove fill from approximately 1 foot high spoil piles to restore wetland.	Med	\$ 9,245
42	River Park	42	MP	Mesic prairie enhancement	6.7	AC	Control invasive species (Siberian elm, amur maple, buckthorn, crown vetch, Canada thistle, reed canary grass); retain fire-tolerant native trees and shrubs but remove ash, red cedar, cottonwood, boxelder, black cherry, hackberry; apply prescribed fire.	High	\$ 10,500
43	River Park		South Section	Stormwater retention basin vegetation maintenance (9 yrs)	2	AC	TBD; final design plans will determine maintenance cost.	High	TBD
44	River Park		South Section	Master Plan river terrace forest maintenance	3	AC	Cost estimate for maintenance post-install; spot weed treatments.	High	\$ 6,000

	A	B	C	D	E	F	G	H	J
3	PARK	PARK (AC)	LOCATION within PARK (Map Unit ID)	Activity Type	Estimated Size		Sample Tasks/Notes	Priority within Park	Project Cost Estimate (10 years)
4					Value	Units			
45	River Park		FF1	Floodplain forest restoration and enhancement	1.9	AC	Control woody invasives (Siberian elm, amur maple, white mulberry, buckthorn); plant native shrubs; interseed native herbaceous species, especially along trail; spot treat herbaceous weeds.	Med	\$ 1,200
46	River Park		FF2	Mississippi River terrace forest enhancement	1.5	AC	Coordinate with NPS MNRRA; control woody invasives (buckthorn, honeysuckle); interseed native woodland herbaceous species .	Med	\$ 1,700
47	River Park		W	Wetland enhancement	0.4	AC	Control invasive species (Canada thistle, reed canary grass, crown vetch); prescribed burn with surrounding mesic prairie.	Med	\$ -
48	River Park		South Section	Master Plan prairie restoration maintenance	1.5	AC	Cost estimate for maintenance post-install; spot weed treatments, prescribed burn.	Med	\$ 11,700
49	River Park		South Section	Wooded vegetative buffer maintenance	1.5	AC	TBD; final design plans will determine maintenance cost.	Med	
50	River Park		LH	Lowland hardwood enhancement	2.1	AC	Maintain forested park buffer; control woody invasives (buckthorn, honeysuckle, white mulberry, Siberian elms); interseed native woodland herbaceous species	Low	\$ 1,200
51	Schreiber Woods	22	OW	Oak woodland enhancement	10.2	AC	Control woody invasives (buckthorn, glossy buckthorn); control garlic mustard; apply prescribed fire; interseed native herbaceous species.	High	\$ 84,678
52	Schreiber Woods		PP1, PP2	Dry prairie enhancement	3.3	AC	Control herbaceous invasives (knapweed); apply prescribed fire.	High	\$ -
53	Schreiber Woods		LH1, LH2	Lowland hardwoods enhancement	2.3	AC	Control woody invasives; interseed native herbaceous species.	Med	\$ 16,307
54	Schreiber Woods		PP4	Mesic prairie enhancement	1.1	AC	Spot treat nonnative grasses, birds-foot trefoil; apply prescribed fire; interseed prairie species.	Med	\$ 20,800
55	Schreiber Woods		PP3	Mesic prairie restoration	0.6	AC	Woody species removal (retain pin oak); reconstruct prairie including grow-in maintenance.	Low	\$ 16,300
56	Schreiber Woods		WP	Wet prairie restoration	3	AC	Coordinate with adjacent landowner to convert reed canary grass (former wetland, now drained) to mesic prairie.	Low	\$ 26,550

	A	B	C	D	E	F	G	H	J
3	PARK	PARK (AC)	LOCATION within PARK (Map Unit ID)	Activity Type	Estimated Size		Sample Tasks/Notes	Priority within Park	Project Cost Estimate (10 years)
4					Value	Units			
57	Schreiber Woods			Interpretive signage			Potential themes: prairie, pollinators, oak woodland restoration.		
58	Village Creek	6		Stream buffer restoration	2	AC	Control invasive species including native species stump sprouts; interseed/plant herbaceous natives; widen buffer where possible; establish native vegetation cover under tree and shrub plantings; install erosion control materials as needed for vegetation establishment.	High	\$ 29,700
59	Village Creek		E1-E4	Stream stabilization	4	EA	There are currently stream barbs in place along Village Creek to protect the slopes and create riffles along the channel. Some stream barbs need to be added and/or retrofitted to direct flows away from banks. Shrub and other native plantings are also needed at these locations to protect the shoreline from erosion.	High	\$ 70,000
60	Waite Park E	0.5		Riparian buffer enhancement	0.1	AC	Woody invasives spot treatments (buckthorn, honeysuckle); control garlic mustard.	High	\$ -
61	Waite Park W	4	B1 - B3	Riparian buffer enhancement	1.3	AC	B1, B2--Spot treat herbaceous invasives (Canada thistle, reed canary grass, creeping Charlie, mother's wort, soapwort); spot treat woody invasives (buckthorn, Siberian elm); interseed/plant plugs; grow-in maintenance south of creek; apply prescribed fire; B3--establish/widen buffer.	High	\$ 11,460
62	Waite Park W		Shingle Creek	Stream enhancement	870	LF	Dissolved Oxygen and Habitat Improvements - low flow channel, rock riffle, rock/log riffles, toe wood, variable pools, bioengineering, native vegetation on channel slopes and adjacent area. Note: LOMAR would add additional cost if required.	High	\$ 217,500
63	Waite Park W		Shingle Creek	Streambank stabilization and habitat improvement	460	LF	Replace failed Biologs from 2002 plans with wood toe, coir wrapped soil Lifts, blanket, shrub plantings.	High	\$ 160,000
64									\$ 3,371,071

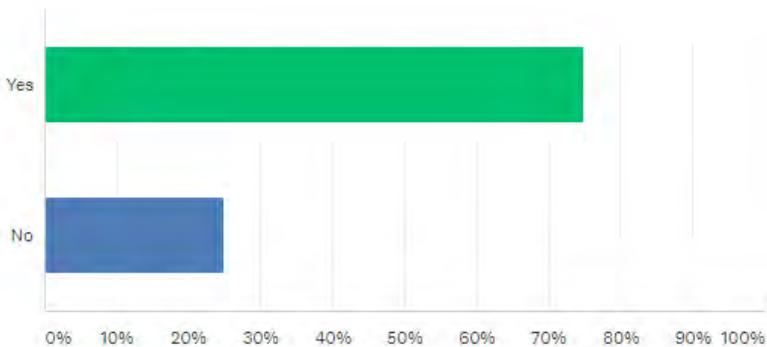
	A	B	C	D	E	F	G	H	J
3	PARK	PARK (AC)	LOCATION within PARK (Map Unit ID)	Activity Type	Estimated Size		Sample Tasks/Notes	Priority within Park	Project Cost Estimate (10 years)
4					Value	Units			
65	ALL			Park neighbor education			Lawn mowing, gardening, landscaping, paths, and fencing are common encroaching issues along with piles of lawn clippings and other yard waste; educational topics could include proper disposal options for lawn/garden waste; composting systems; water quality; wildlife habitat quality		

Q1



Do you agree with the thirteen priority parks in the 10-year Implementation plan?

Answered: 60 Skipped: 1



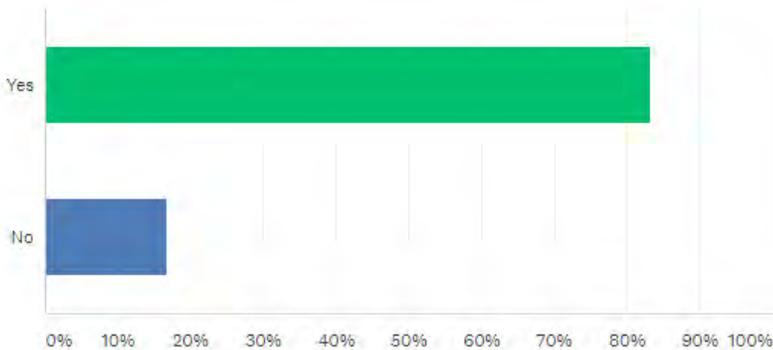
ANSWER CHOICES	RESPONSES	
Yes	75.00%	45
No	25.00%	15
<b>TOTAL</b>		<b>60</b>

Q2



Do you agree with the priority natural resource activities in the plan?

Answered: 60 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	83.33%	50
No	16.67%	10
<b>TOTAL</b>		<b>60</b>

**Question #3: Is there anything else you would like to tell us about this plan?**

- Consider public art. I love the simple wooden xylophone at the Coon Rapids Dam and the adjacent logs and branch fort for kids to climb and explore.
- I live in Green Haven neighborhood. Before money is spent to improve the park, there needs to be an improvement to prevent all the illegal activities that happen there. I have directly witnessed, or seen direct proof of drug use/sales, sexual activity, vandalism, and dumping of household trash. And this is when I'm there with my children. I think that it would be a complete waste of money to try and better the park with trees and plant without addressing these problems first.
- I was disappointed it did not include Norwood Park. I hope you'll find the resources to implement the native vegetation restoration projects recommended.
- Don't forget seniors as you plan. We want to stay active and in our parks.
- Having lived on the north side of Birch Grove Park for 25 years I can attest to the benefits of these open spaces. It is far and away the best amenity of living here. It is calming and restorative to take a walk through the park at any time of year. Thank you for caring about our green spaces and keep it up!
- I am concerned about the trail being planned for the area of River Park south of 83rd. The fishing piers seem like a good idea assuming they can be elevated to allow native plants to grow underneath. I would like to see any trails in that area to also be elevated to allow native plants to continue to grow there. Jim Arnold Riverview
- no
- NO
- You should make Greenhaven Park safer and have more street lighting. 2 years ago people walked their dogs and let their kids play-now all you see are drug deals and poor lighting. Kids would play and garden there if it was better lit and kept up. All you're doing is making the nice parks nicer and doing nothing for the neighborhood parks although I do agree with connecting the bike paths.
- Absolutely THRILLED to see verbiage in Section 2.0 referencing collaboration with the Trust for Public Land, National Park Services, Three Rivers Park District, Great River Greening, and Friends of the Mississippi River. These are great organizations that can provide funds, volunteers, and expertise to the efforts detailed in the report. Great job including them.
- We live on 81st Ave so our backyard faces the park area adjacent to Birch Grove Park area We have always enjoyed the trees / shrubs / green growth and it makes us happy to live where we do.
- The city mows every Monday and it is an awesome place to live. Our hope is that the area is left alone. My neighbors feel the same way. I would be happy to have a conversation with a city member if anyone wants to contact me. Donna Bergdahl 763-439-1701. Brooklyn Park is an awesome place to live!!!
- I don't know where to enter this information but there are a lot of "seniors"using the walking path along the corridor from Noble Parkway to the golf course. The critical area is from Noble to midway to the golf course. the feedback (and from personal experience) is that the path SLANTS sufficiently from right to left, which makes it uncomfortable and for some maybe dangerous. Could this portion of the the path be returned to a flat and level walkway? For myself and other seniors told to WALK by their doctors, we would be most grateful. Joan McGonigal-Staska

- i like the focus on protecting our natural resources, and getting people outside safely with a variety of activities.
- I am SO excited about this! Every time I walk the trails at Brookdale Park (every day) with my dog I notice how much garlic mustard and buckthorn has taken over the forest floor. I guess I don't understand why Birch Grove's wetland area is going to be transitioned into something else, but I may have missed something. :) I am very happy about this & hope efforts can expand and continue after the 10 year plan is complete. Please contact me if you need volunteers! [Rachaeljdashiell@gmail.com](mailto:Rachaeljdashiell@gmail.com)
- No
- No
- What about buck thorn growing in the Bass Creek Watershed between 63rd Ave and Cherokee Drive?
- Excellent work and leadership to protect and foster our city — an environmental urban gem!
- Please consider something more special for the signature event area than just large picnic area and cricket fields. Would cricket fields be better located at Central Park and a water feature at SEA?
- Why is Oak Grove park not part of this plan. It feels like the residents around the park are neglected by the Brooklyn Park city council yet they pay some of the highest taxes in the city.
- Oak Grove Park was not in the plan yet is a park that is deserving of some attention! With many new residents near the park, trail traffic and proximity to large corporations this park has many visitors and is in need of a refresh. Occasionally the conversation of adding soccer fields or basketball courts; this would be fantastic! The park playground is coming apart in a few places.
- There are again lots of residents that would be happy to help contribute to these updates! With two large pavilion areas there are many group functions held here. The park is a great central location and we'd love to see it at its best for our city residents! Thank you for considering adding it to the current plan/vision of our city park growth.
- Very detailed. about 2 years ago we voted to leave the park across the Dam alone. It is a rare natural system. A perfect place to take a walk. Also a perfect place for the real residents to live. The birds, turtles, rabbits, deer, frogs, etc. Does everything need to be tidied up, blacktopped, trailed? let it be what it is. Everyone who walks through there thinks the same thing. It is like being up north, without the journey. Promote peace and quiet..a rare space... Not everyone likes a Cub parking lot park. (with a few trees put in for effect). I am not alone in these thoughts.
- My husband and I moved to Brooklyn Park two years ago, and a large part of the draw was the park system and natural resource activities, so keep up the good work!
- I think it exciting that you are looking forward and making such great plans for our parks futures. 5/23/2019 9:39 AM
- I feel parks need to be a safe place for children there has been increase amount of drugs, fights, and robbery. My son was held up at gun point and robbed. You can make the parks and trail's, beautiful, getting rid of the drug dealers and thugs should be a first priority.
- It's a big plan.
- I am interested in the cost, how it will be paid for, and who will be paying for it (i.e. all residents of BP, homeowners, businesses, etc.
- NA

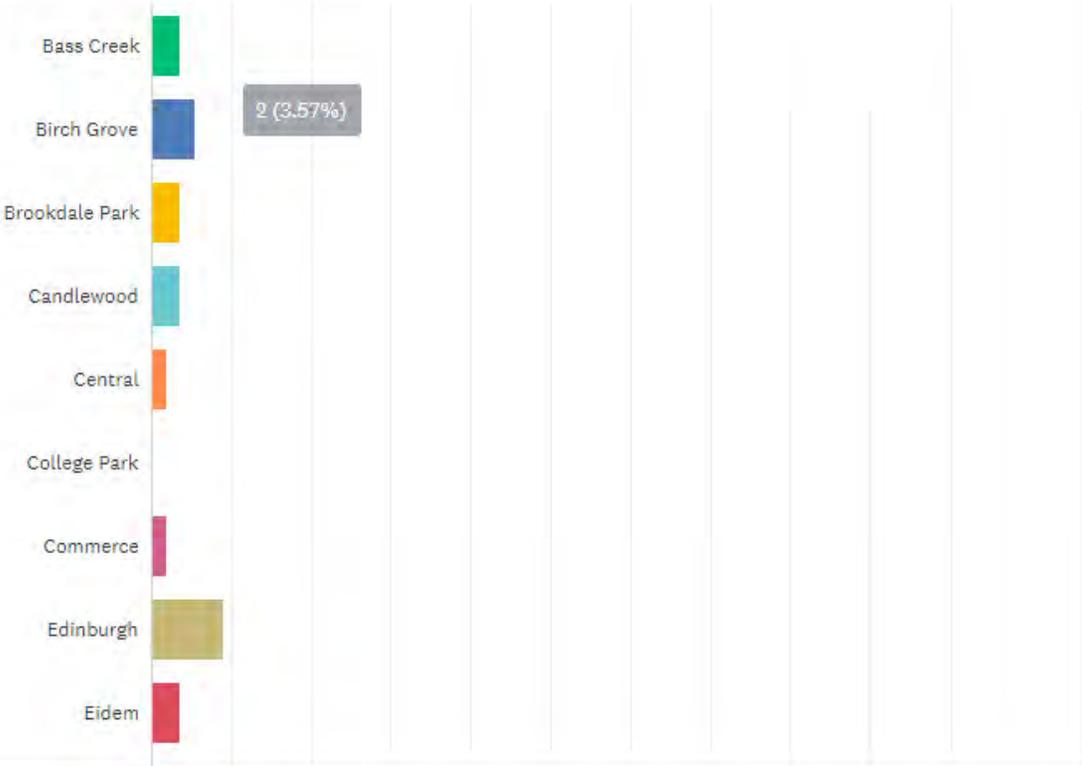
- Please re-pave or make smoother some bike/walking paths. Some are still brick and are filled with large cracks.
- Very good plan.
- No
- Why has the City neglected the Natural Areas so long? What about other City property?
- Need more emphasis on the trails that connect the parks. A lot of trails need updating and not just seal coating them either.
- No-other than our parks must be maintained to the utmost extent.
- I would love to see a set of stairs built at the Mississippi Gateway Regional Park, on the south side of the park, for park entrance but also for exercise use (BP is pretty flat).
- kids don't use parks anymore.waste of money
- Taking away ball fields doesn't seem like a good design plan. Also wild grasses planted along trails seems to mean people don't need to clean up after their pets.
- It was a good intricate plan
- Not at the moment
- The City is not addressing other property they have along the Mississippi River - storm water, dead trees, erosion. When will City workers start working full days and not just driving around all the time doing mostly nothing? Seems like hired companies do all the work
- I just wish that the city, had seen fit to put more sidewalks throughout Maplebrook Estates, and/or a bench or two, for seniors that wish to walk regularly, and not have to drive around looking for a trail.
- The trail from Elm Creek Park to Coon Rapids Dam is great; but it needs more north-south connector trails such as the Winnetka Ave corridor North on into Champlin and South across 610 down West Broadway to connect to light rail (some day). This is an enormous project and I applaud the city of BP and the team assigned to it for taking it on and getting it done. I also appreciate the opportunity to respond to the plan.
- Nope, it looks great!

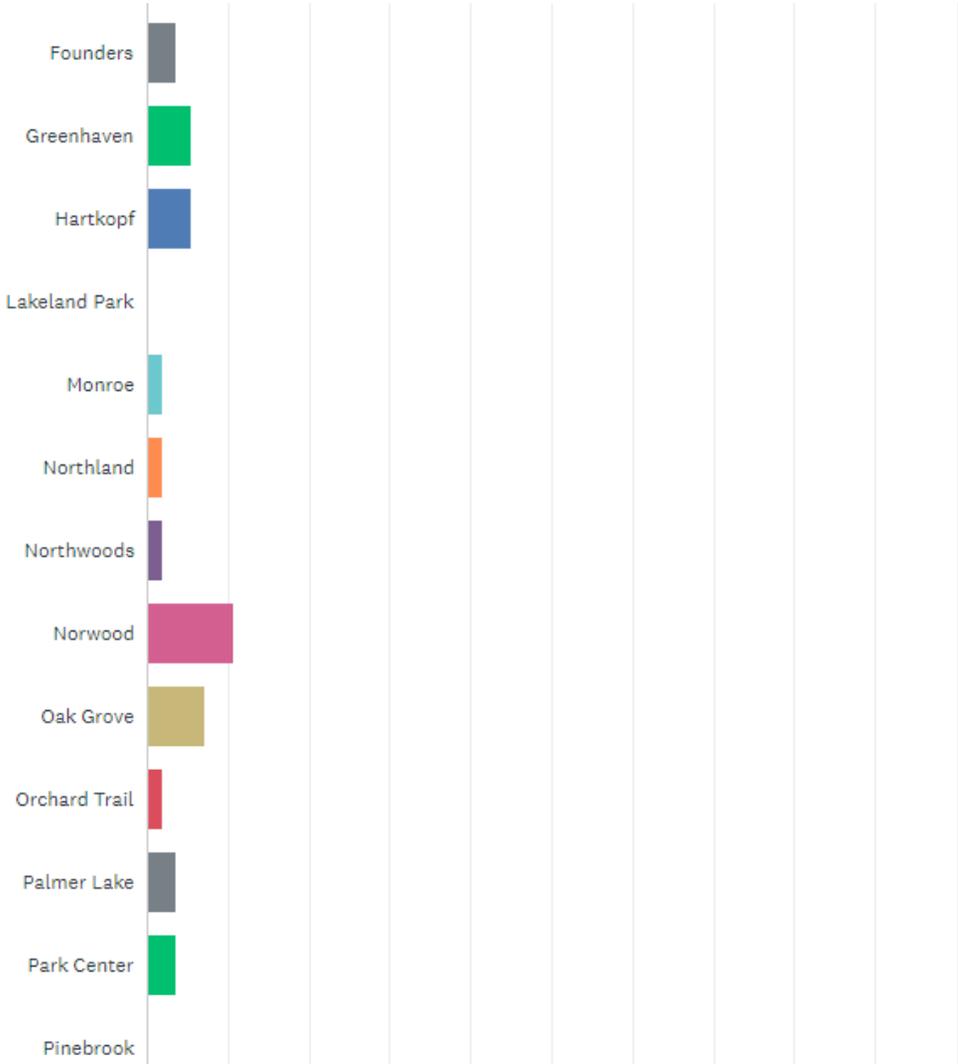
Q4

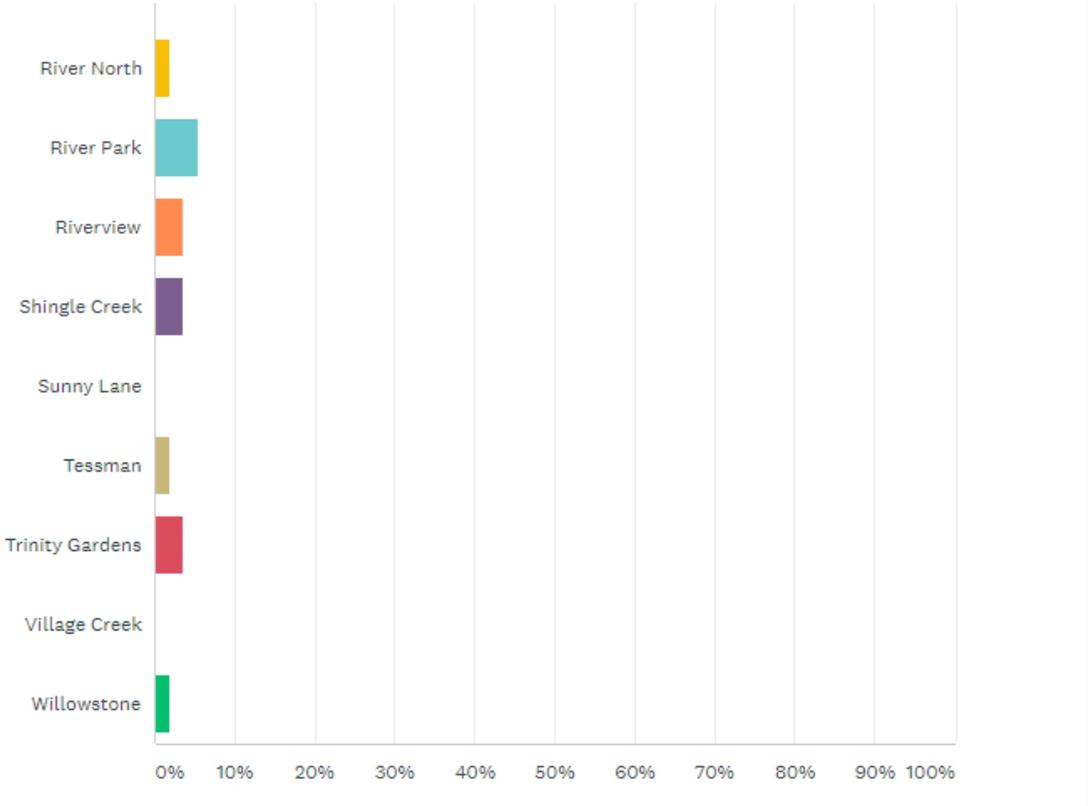


Please select the neighborhood you live in. If you aren't sure, you can find your neighborhood here:  
<https://gis.brooklynpark.org/neighborhoodinfo/>

Answered: 56 Skipped: 5







ANSWER CHOICES	RESPONSES	
Bass Creek	3.57%	2
Birch Grove	5.36%	3
Brookdale Park	3.57%	2
Candlewood	3.57%	2
Central	1.79%	1
College Park	0.00%	0
Commerce	1.79%	1
Edinburgh	8.93%	5
Eidem	3.57%	2
Founders	3.57%	2
Greenhaven	5.36%	3
Hartkopf	5.36%	3
Lakeland Park	0.00%	0
Monroe	1.79%	1
Northland	1.79%	1
Northwoods	1.79%	1
Norwood	10.71%	6
Oak Grove	7.14%	4
Orchard Trail	1.79%	1
Palmer Lake	3.57%	2
Park Center	3.57%	2

Pinebrook	0.00%	0
River North	1.79%	1
River Park	5.36%	3
Riverview	3.57%	2
Shingle Creek	3.57%	2
Sunny Lane	0.00%	0
Tessman	1.79%	1
Trinity Gardens	3.57%	2
Village Creek	0.00%	0
Willowstone	1.79%	1
<b>TOTAL</b>		<b>56</b>

**Question #5: Please enter your name and phone number below if you are comfortable doing so.**

**NOTE: \*\*This information will only be available to city staff in the event they would like to follow up with you regarding your comments.**