

REGULAR COUNCIL MEETING – AGENDA #30

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 New Employee Introductions

3B.2 Interview Applicants for Shingle Creek Watershed Management Commission

A. VOTING PACKET

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 Approve Cooperation Construction Agreement No. 18I019 with Metropolitan Council Environmental Services for Projects 809311 and 809315, City CIP 3404-20

A. RESOLUTION

B. LOCATION MAP

C. AGREEMENT NO. 18I019

4.2 Resolution Authorizing Purchase of Wetland Credits for TH 169 and 101st Avenue Interchange

A. RESOLUTION

4.3 Approve Limited Use Permit #2750-0223 with the Minnesota Department of Transportation for a Non-Motorized Recreational Trail in the Right of Way of Trunk Highway 169 Along 101st Avenue North; CIP 4042-19

A. RESOLUTION

B. LOCATION MAP

- C.** LIMITED USE PERMIT #2750-0223
- 4.4** Approve a Temporary On-Sale Liquor License for the Brooklyn Park Rotary Club for their Beer Fest to be held September 21, 2019 at the Brooklyn Park Community Activity Center, 5600 85th Avenue North
- 4.5** Approve a Temporary On-Sale Liquor License for Palmer Lake VFW Post 3915 for their Freedom Fest to be held September 7, 2019 on the Premise Location extending into the Parking Lot of 2817 Brookdale Drive North
- 4.6** 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

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** Adopt a Resolution for Proposed Special Assessment for Costs Relating to Tenant Remedy Actions for 8448 and 8450 Sumter Circle North; Adopt a Resolution to Enter into Agreement with Epic Property Services Relating to Special Assessment of 8448 and 8450 Sumter Circle North
 - A.** RESOLUTION LEVYING ASSESSMENT
 - B.** RESOLUTION APPROVING AGREEMENT WITH EPIC PROPERTY SERVICES
 - C.** AGREEMENT FOR ASSESSMENT WITH EPIC PROPERTY SERVICES
 - D.** EXHIBIT A (HENNEPIN COUNTY COURT ORDER, APPOINTING EPIC PROPERTY SERVICES)
 - E.** EXHIBIT B (COURT ORDER DISMISSING EPIC PROPERTY SERVICES)
 - F.** ADMINISTRATOR'S ACCOUNTING OF REPAIRS AND COSTS
 - G.** LETTER AND NOTICE OF SPECIAL ASSESSMENT HEARING (PUBLISHED AND MAILED)
 - H.** SPECIAL ASSESSMENT LIST
 - I.** PICTURES OF REPAIRED MAINTENANCE ITEMS

6. LAND USE ACTIONS

- 6.1** "IBEW Acres" (Ryan Companies US, Inc./IBEW) – Revised Final Plat at 6648-6716 West Broadway Avenue
 - A.** RESOLUTION
 - B.** LOCATION MAP
 - C.** LETTER FROM RYAN
 - D.** FINAL PLAT

7. GENERAL ACTION ITEMS

- 7.1** Approve Travel for Mayor Lunde to Attend the 2019 Cities United 6th Annual Convening in Hampton, Virginia

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**

****COUNCIL TO MOVE TO THE TABLE IN THE CHAMBERS FOR THE WORK SESSION ITEMS****

V. DISCUSSION ITEMS/GENERAL ACTION ITEMS – (Audio recording only)

- C.1** Fair Housing Policy, Language Access Plan, and ADA Discussion

A. FAIR HOUSING POLICY

VI. ADJOURNMENT

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

City of Brooklyn Park

Request for Council Action

| | | | |
|------------------------|---|------------------------------------|-------------------------------------|
| Agenda Item: | 3B.1 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Public Presentations/ Proclamations/Receipt of General Communications | Originating Department: | Administration |
| Resolution: | N/A | Prepared By: | Marlene Kryder Program Assistant |
| Ordinance: | N/A | | |
| Attachments: | N/A | Presented By: | Department Directors/Managers |
| Item: | 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> |
|-----------------|-------------------|--------------|
|-----------------|-------------------|--------------|

Administration

| | | |
|----------------|---------------|----------------------|
| Kristen Stacey | July 22, 2019 | Program Assistant II |
|----------------|---------------|----------------------|

Community Development

| | | |
|------------|----------------|--------------------------------|
| Sheen Yang | August 6, 2019 | Property Maintenance Inspector |
|------------|----------------|--------------------------------|

Finance

| | | |
|------------------|---------------|-------------|
| Christian Huskey | June 12, 2019 | Appraiser I |
|------------------|---------------|-------------|

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

| | | | |
|------------------------|---|------------------------------------|--------------------------------------|
| Agenda Item: | 3B.2 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Public Presentations/ Proclamations/Receipt of General Communications | Originating Department: | Administration |
| Resolution: | N/A | Prepared By: | Marlene Kryder, Program Assistant |
| Ordinance: | N/A | | |
| Attachments: | 1 | Presented By: | Mayor Jeffrey Lunde |
| Item: | Interview Applicants for the Shingle Creek Watershed Management Commission | | |

City Manager's Proposed Action:

Interview applicants to fill an opening on the Shingle Creek Watershed Management Commission due to a resignation. The appointment will be for the balance of a term to expire on January 31, 2021.

Overview:

The City has advertised to fill a city at-large opening on the Shingle Creek Watershed Management Commission as the City's representative.

In the packet, there is a voting form to indicate your choice. At the end of the meeting, please pass your voting form to Mayor Lunde with your choice indicated. He will consolidate the votes to determine who will be appointed as the city's regular representative to the commission. The appointment will be made during the August 26, 2019 Council meeting.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.2A VOTING PACKET

SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION

Monday, August 12, 2019

COUNCIL MEMBER: _____

Voting Form to submit to the Mayor

| |
|--|
| SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION 1 opening (to fill regular commissioner opening) – City At-large |
|--|

Commission Applicants**Council Appointment Choice**

| Name | Confirmed Attendance | |
|---|----------------------|-------|
| <i>Shingle Creek Watershed applicants</i> | | _____ |
| Ruby Davis | Yes | |
| Adam Quinn | Yes | |

| |
|--|
| <i>Note: This ballot is public information per Minnesota Government Data Practices Act.</i> |
|--|

WATERSHED MANAGEMENT COMMISSIONS

Public Directory - 2019

The City of Brooklyn Park is a member of two joint powers agreement (JPA) organizations for watershed management: Shingle Creek and West Mississippi Watershed Management Organizations (WMO's). One resident representative and one alternate resident representative are appointed to the Watershed Commissions representing the City of Brooklyn Park for a three-year term in accordance with the Joint Powers Agreement governing both Watershed Management Commissions and in compliance with Minnesota Statutes 471.59, Chapter 103B.201, and Chapter 103B.251, subds 5, 8, and 9. The meetings are held on the 2nd Thursday of every month from noon to 3:00 p.m.

Judie Anderson, Recording Secretary
 3235 Fernbrook Lane
 Plymouth, MN 55447
 Ph: 763-553-1144 Fax: 763-553-9326

Andy Polzin, Shingle Creek Chair
 Gerald Butcher, West Mississippi Chair

Shingle Creek Watershed Management Commission

| Name/Address | Phone | Appointment History | Term Ends |
|----------------------------|-------|--|--------------------|
| <u>Commissioner</u> | | | |
| | | Date Appointed: Replacing: John Roach | January 31, 2021 ← |

District: At-Large

Alternate Commissioner

| | | | |
|---|--------------|--|------------------|
| Chesney, Steven 8172 Zenith Court N Brooklyn Park, MN 55443 District: At-Large | 763-561-2512 | Date Appointed: May 23, 2016 Replacing: John Roach Date Reappointed: Feb. 5, 2018 | January 31, 2021 |
|---|--------------|--|------------------|

West Mississippi Watershed Management Commission

| Name/Address | Phone | Appointment History | Term Ends |
|---|--------------|---|------------------|
| <u>Commissioner</u> | | | |
| Chesney, Steven 8172 Zenith Court N Brooklyn Park, MN 55443 District: At-Large | 763-561-2512 | Date Appointed: Feb. 5, 2018 Replacing: John Roach | January 31, 2021 |

Alternate Commissioner

| | | | |
|---|--------------|---|------------------|
| Prasch, Alex 9934 Linden Avenue N Brooklyn Park, MN 55443 District: At-Large | 763-226-4711 | Date Appointed: Feb. 5, 2018 Replacing: Steven Chesney | January 31, 2021 |
|---|--------------|---|------------------|

City of Brooklyn Park Request for Council Action

| | | | |
|------------------------|---|--------------------------------|--|
| Agenda Item: | 4.1 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Consent | Originating Department: | Operations and Maintenance Engineering Services Division |
| Resolution: | X | Prepared By: | Craig Runnakko, Construction Engineer |
| Ordinance: | N/A | | |
| Attachments: | 3 | Presented By: | Jesse Struve, City Engineer |
| Item: | Approve Cooperation Construction Agreement No. 18I019 with Metropolitan Council Environmental Services for Projects 809311 and 809315, City CIP 3404-20 | | |

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING COOPERATION CONSTRUCTION AGREEMENT NO. 18I019 WITH METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES FOR PROJECTS 809311 AND 809315, CITY CIP 3404-20.

Overview:

Metropolitan Council Environmental Services (MCES) is continuing to replace and re-line the sanitary sewer interceptor pipes in Brooklyn Park, which started in 2006. The proposed project is the start of a 20-year plan in which they will complete the lining or replacement of their interceptor sewers in Brooklyn Park. There are 20.6 miles of MCES interceptor sanitary sewer in Brooklyn Park of which 11.2 miles have already been re-lined and 0.3 miles replaced. They have 8.8 miles of pipe remaining to review and rehabilitate. This project will rehabilitate (replace or re-line with cured in place plastic pipe [CIPP]) 9000 L.F. of MCES Interceptor and install parallel sanitary sewer mainline. The project will remove and replace 3643 L.F. of 6" watermain and 63 water services to make room for a larger Interceptor pipe and the city sanitary sewer mains. The City is responsible for a small portion of the watermain cost. The estimated cost for the City is \$52,690.00, which includes 10% for construction administration.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The project is included in the City's adopted 2019-2024 Capital Improvement Plan as project number CIP 3404-20. The amount shown in the CIP for the city contribution for this phase of the project is \$250,000.00. Under terms of the agreement, the City will procure some utility appurtenances separately, not in contract. The City's total cost is estimated at \$250,000.00 of which \$52,690.00 is included in the MCES agreement. The \$197,310 are items such as hydrants, valves and special equipment for the lift station.

The City will use Utility Funds to pay for the City's portion of the project.

Attachments:

- 4.1A RESOLUTION
- 4.1B LOCATION MAP
- 4.1C AGREEMENT NO. 18I019

RESOLUTION #2019-

RESOLUTION APPROVING COOPERATION CONSTRUCTION AGREEMENT NO. 18I019
WITH METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES FOR
PROJECTS 809311 AND 809315, CITY CIP 3404-20

WHEREAS, Metropolitan Council Environmental Services (MCES) and the City of Brooklyn Park consider it mutually desirable to reconstruct or line the MCES Interceptor Sewer from 88th Avenue N. to Brookdale Drive; 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, MCES has prepared Agreement No. 18I019 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. 18I019 for participation in the construction, engineering, right of way and maintenance costs of projects 809311 and 809315 with MCES, 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 Clerk is hereby directed to forward two (2) City executed copies of said agreement and two (2) certified copies of this resolution to Mr. Ben Crow, Metropolitan Council, 390 Robert St N., St, Paul, MN 55101.
4. Staff is authorized to procure the necessary hydrants, valves and appurtenances for the project.

Location Map



Metropolitan Council No. 18I019

**COOPERATION CONSTRUCTION AGREEMENT FOR
CITY OF BROOKLYN PARK, MN**

THIS AGREEMENT is made and entered into by and between the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota ("Council") and the **City of Brooklyn Park**, a municipal corporation under the laws of the State of Minnesota ("City").

BACKGROUND RECITALS

1. The Council plans to remove and reinstall gravity sewer pipe and associated structures within Mississippi Lane, 81st Ave and Riverview Lane in the city of Brooklyn Park shown as Site 3 on the plans for project 809311 and 809315; and to rehabilitate gravity sewer pipe and associated structures along West River Road and Riverview Lane in the city of Brooklyn Park shown as Site 2 on the plans for project 809311 and 809315– Part 2 ("Council Project").
2. The Council plans to remove the direct local lateral connections from Council's gravity pipe and reinstall the lateral connections to a new local sewer pipe. The local sewer pipe will discharge the local flow to the City Lift Station No. 1 and from there to the Council's gravity pipe near the city lift station.
3. The Council plans to rehabilitate the city Lift Station No. 1 to manage the increase of flow from the new additional local connections to the lift station.
4. A portion of the City watermain at Mississippi Lane will be removed and replaced due to the impacts from the Council project. To avoid additional disruption to the community the City desires to replace the remaining City owned watermain as part of the Council Project ("City Project").
5. The City is not staffed or equipped to construct the City Project at this time.
6. Therefore, the City desires to have the Council perform the necessary construction of the City Project as part of the Council Project.
7. The Council desires to use the City owned and maintained trail along West River Road to use for laying temporary conveyance pipe. The City plans to transfer this trail to Three Rivers Parks during or after the construction of Council and City project.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

Metropolitan Council No. 18I019

AGREEMENT

I.

Purpose of Agreement

This Agreement outlines the responsibilities of each of the Parties for construction of Council project as well as the City Project.

1. The City appoints the Council as its agent to design, obtain bids, enter into a contract for the construction work, and inspect the work performed on the City Project for compliance with this Agreement. The scope of the City Project is as follows:
 - Construction of approximately 500 feet of open cut pipe of 6" watermain within Mississippi Lane from 2,190 feet south of 81st Avenue North to Brookdale Drive as shown on Exhibit A.
 - Remove and reinstall 16 gate valve and box for the water main.
 - Remove and reinstall 8 hydrants.
 - Construction of 6 new connections to City's watermain services.
2. City allows Council to make upgrades to the City Lift Station No. 1. The City will be responsible for maintaining and operating the City Lift Station No. 1 as well as the new gas generator that will be installed as part of this project.
3. Council will construct the local sewer for the City. Upon completing the construction of the local sewer, the Council will transfer ownership of the local sewer pipe to the City. The City will be responsible for operating and maintaining the local sewer pipe.
4. City will provide the gate valves with box and hydrants to install during construction of the Council and City project.
5. The location of the City Project and the Council Project is shown on Exhibit A.

II.

Construction Documents

1. The Council or its agents, at no cost to the City, will prepare the necessary detailed construction documents ("City Project Construction Documents") for the City Project. The City Project Construction Documents will contain plans, specifications and a schedule for construction of the City Project suitable for use by proposed contractors in the preparation of their bids. The Council or its agents have prepared a construction cost estimate for the City Project, which is attached as Exhibit B.
2. The City Project Construction Documents prepared by the Council will have a Registered Professional Engineer licensed in the State of Minnesota prepare and certify the City Project Construction Documents that will be incorporated into the bidding documents for the Council

Metropolitan Council No. 18I019

Project. When requested by the City, the Council will make all City Project Construction Documents available to the City in a timely manner for periodic review. The City's Engineer or their representative must approve all City Project Construction Documents before the City Project Construction Documents are incorporated into the plans for the Council Project.

3. The Council's engineer will incorporate the City Project Construction Documents into the Council Project Construction Documents ("Combined Project Construction Documents") for the Council and City Projects ("Combined Project").
4. The City will deliver to the Council all original, reproducible, certified final City Project Construction Documents to be incorporated into the Council's bidding documents on a schedule that will allow for letting and awarding of a construction contract for the Council Project.
5. Upon completion by the Council of all reproduction deemed necessary for bidding and construction purposes, the Council will provide to the City a copy of the Combined Project Construction Documents.

**III.
Easements, Permits, and Transferable Obligations**

1. For the purpose of the Council being able to fulfill its obligations to this Agreement the City gives the Council the right to enter onto City property including any easements and right-of-way the City obtained for construction of the City Project.
2. For the purpose of the City being able to fulfill its obligations to this Agreement the Council gives the City the right to enter onto Council property including any easements and right-of-way the City obtained for construction of the City Project.
3. Council, at its expense, will acquire permanent and temporary permits, easements and property interests necessary, in the Council's name, for the Combined Project.
4. The City desires to include full replacement of the sanitary sewer services up to the limits of the right of way within the Combined Project. The Council will request a right of entry from the landowners for the soil disruption of installing a new sanitary service pipe. Should the landowner deny signing the right of entry, the Council will restrict the sanitary sewer service installation to maintain construction within the right of way.
5. As of the date of this Agreement, no additional acquisition is required for construction of the City Project within the Council Project. The City will be responsible for all land acquisitions outside of the Council Project under this Agreement necessary to install the City Project.
6. City will include in their West River Road Trail transfer of ownership agreement with the Three Rivers Park District the Council rights to utilize the West River Road Trail right of way, as shown in Exhibit C, for a temporary conveyance pipe during the construction of the Combined Project.

Metropolitan Council No. 18I019

7. Council agrees to restore the trail to the standards set forth in the Combined Project plans.

IV.

Procedure for Acceptance of Bids

1. **Bidding Procedure.** The Council will advertise for bids for the work and construction of the Combined Project, receive and open bids and may, subject to City's acceptance of the bid submitted, enter into a construction contract with the successful bidder in accordance with applicable law. The bidding documents will require separate line items, percentages, or agreed quantities within a line item for the City Project bid items.

After opening the bids, the Council will give the City a written tabulation of the bids with the Council's recommendation for selection of the lowest responsible bidder.

2. **City May Accept or Reject of City Project Bid Amount.**

(a) **City Project Bid Amount is less than 120% of estimate.** If the line items for the City Project in the bid total less than 120% of the construction cost estimate in the final City Project Construction Documents in Exhibit B (excluding contract administration costs), the City accepts the bid for the City Project and the Council will award the City Project portion of the bid.

(b) **City Project Bid Amount is 120% or More of Estimate.** If the line items for the City Project in the bid are 120 percent or more of the construction cost estimate in the final City Project Construction Documents in Exhibit B (excluding contract administration costs), the Council will award the City Project portion of the bid, unless the City gives the Council written notice stating that the City does not agree to be bound by the bid prices for the City Project. The Council must receive the City's written notification within 14 days of the date the Council provided the City with the bid tabulation. If the City does not notify the Council within 14 days, the bids for the City Project will be deemed accepted by the City.

3. **Council decision not to award Council Project.** If the Council decides not to award the Council Project, this contract terminates without further liability between the Parties.

V.

Construction and Contract Administration

1. The Council will include in the construction contract for the Combined Project, the City Project Construction Documents, and require that the contractor construct the City Project according to these Documents. At least 14 days before the contractor begins work on the City Project, the Council will give written notice to the City that the contractor will begin construction by sending notice to:

Metropolitan Council No. 18I019

City of Brooklyn Park
c/o Jesse M. Struve, P.E.
City Engineer
5200 85th Avenue North
Brooklyn Park, MN 55443

2. The Council will perform and direct all construction supervision, contract administration and inspections required to complete the Combined Project. The Council will not interrupt the City's sewer or water service during the construction of the City Project without the written consent of the City.
3. The City's authorized representative Craig Runnako, or their designee identified to the Council in writing may observe the work during the construction of the City Project, but the City's authorized representative is not responsible for supervising the City Project. When observing the work, the City's authorized representative will cooperate with the Council's Engineer or designated representative. The City's authorized representative will be available to the Council at all times during construction of the City Project. The City will designate an authorized representative with the authority and experience to make decisions concerning the construction of the City Project so as not to delay construction of the Council Project or the Combined Project.
4. If after installation, the City determines that any portion of the City Project was not constructed substantially in accordance with the City Project Construction Documents, the City's authorized representative must inform the Council of the deficiency within seven days. The City's notice to the Council must also explain why the portion of the City Project does not conform to the City Project Construction Documents and the actions the City believes the contractor must take to correct the deficiency. The Council will require the contractor to make the corrections to meet the requirements of the City Project Construction Documents.
5. The City's authorized representative will participate in the inspection of the City Project for substantial completion. Within seven days of any substantial completion inspection, the City will provide the Council the punch list items that need to be addressed before final completion of the City Project. If the City does not provide punch list items within seven days, the contractor's work will be deemed accepted.
6. The Council will inform the City in writing of final completion of construction (including the punch list items) of the City Project. Within seven days of receiving the Council's written notice, the City will inform the Council in writing whether the City Project conforms to the City Project Construction Documents. The City makes the final decision on whether the contractor's City Project work conforms to the City Construction Documents. In order to accept the work on the City Project, the City must provide the Council a letter from the City's Public Works Director.

Metropolitan Council No. 18I019

7. The City will participate in the claims process on the Combined Project for the following types of contractor claims:
 - (a) Project delays relating in any way to site conditions; and
 - (b) City requests for changes or modifications to any construction documents (City Project, Council Project, or Combined Project).
 - (c) Project delays caused by untimely response to the inspection requirements in Article III-VI above.

The City will pay the portion of any claim that relates to the acts of the City.

**VI.
Modifications to Construction Documents**

1. The Council may make minor changes in the City Project Construction Documents and the Combined Project Construction Documents if the changes are necessary to complete construction. The Council may also enter into any change orders or supplemental agreements with the contractor on the Combined Project to incorporate these changes in the City Project or Combined Project Construction documents. These changes may result in a change to the City's cost participation described in Article VII.
2. The Council will give the City's Authorized Representative all proposed amendments and material changes to the City Project Construction Documents. The City will review the documents and communicate in writing its acceptance or rejection to the Council within seven days. The Council will not amend or change the City Project Construction Documents until it receives the City's written acceptance.
3. The City may make changes to the City Project if the all of the following occur:
 - (a) The City gives the Council seven days written notice;
 - (b) The City bears the costs of all changes; and
 - (c) The change does not increase the cost or delay completion of the Council Project.

**VII.
Cost Participation and Payment**

1. The City will reimburse the Council for the actual cost of construction for the City Project, actual costs of construction for portions of the Combined Project as identified in Exhibit B, plus ten percent. The additional ten percent is for the following:
 - (a) surveying, inspection, and testing for the City Project;
 - (b) other costs associated with the City or Combined Project including land acquisition and contract administration, and other administrative expenses associated with the City or Combined Project.

Metropolitan Council No. 18I019

3. The parties further agree that the City Project costs are an estimate. The final City Project construction costs will be based on the unit prices in the Council's construction contract, the final quantities, and any amendments or change orders.
4. After the Council awards the Combined Project Construction Contract, the Council will prepare a revised Exhibit B and give it to the City. The revised Exhibit B will update the City Project costs for construction, and administration based on the actual design costs and contract unit prices. The parties will substitute the revised Exhibit B for the Exhibit B attached to this Agreement without any amendment to this Agreement.
5. The Council will pay its contractor for the contractor's work on the City Project. The City will then reimburse the Council. The Council will submit an invoice to the City upon completion of the City Project. The City must pay the Council within 30 days after it receives the invoice. If the City disputes any portion of an invoice the City must give the Council notice of the dispute within 14 days after the City receives the invoice. If the City disputes any portion of an invoice, the City must pay the undisputed portion of the invoice within 30 days after receives the invoice, and it must pay the remainder of any amount due within 30 days after the dispute is resolved.
6. When the work on the Combined Project is substantially complete, the Council will give the City an updated cost participation breakdown. This cost participation breakdown will show actual construction costs based on the contract unit prices and the units of work the contractor performed. The updated cost participation breakdown will also contain the updated administrative and other costs to be paid to the Council by City.
7. If after subtracting the City's payments from the updated cost participation breakdown the City owes the Council money, the Council will invoice the City for that amount. The City will then pay the Council the amount owed within 30 days of receiving the invoice. If the City has already paid more than the updated cost participation breakdown, the Council will refund the City's excess amount without interest.

VIII.

Warranties/Maintenance

1. The City Project bonds and warranties will be issued in the name of the Council. Once construction of the City Project is complete and the City accepts the City Project, the City Project will be under the full control of the City and all bonds, warranties and guarantees provided by the sureties, construction contractors and subcontractors for the City Project are the property of City. If a surety prohibits assignment, then the Council will require the contractor to ensure that the affected bond or warranty applies both to the Council and the City.
2. After acceptance of the City Project by the City the City is responsible for operation and maintenance of the City Project.

Metropolitan Council No. 18I019

3. Upon completion of the Council Project, the local sewer pipe, will be the City's property and the City will be responsible for owning, operating and maintaining the local sewer pipe.
4. Upon completion of the Combined Project, the City will be responsible for maintaining and operating the City Lift Station No.1 including the new generator that will be installed during the Combined Project.

IX.
Liability

1. To the extent authorized by law each party is responsible only for its own acts and the results of its acts. The City's and Council's liability is governed by the provisions of Minnesota Statutes, Chapter 466.
2. The City and Council each warrant that they have an insurance or self-insurance program with minimum coverage consistent with the liability limits in Minnesota Statutes, Chapter 466. Nothing in this Agreement is a waiver or limitation of any immunity or limitation of liability by the City or Council.
3. The Council will ensure that the Combined Project construction contract includes clauses that:
 - (a) require the Combined Project contractor to defend, indemnify, and hold harmless the City, its officers, agents and employees from claims, suits, demands, damages, judgments, costs, interest, expenses (including reasonable attorney's fees, witness fees and disbursements) arising out of or by reason of the acts or omissions of the Contractor, its officers, employees, agents or subcontractors;
 - (b) require the Combined Project contractor to provide and maintain insurance and name the City as additional insured; and
 - (c) require the Combined Project contractor to be an independent contractor for the purposes of completing the work on the City Project.

X.
General Provisions

1. All records kept by the City and Council with respect to the Council Project are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the City and Council under this Agreement are governed by Minnesota Statutes, Chapter 13("Act"), and the Minnesota Rules implementing the Act.

Metropolitan Council No. 18I019

2. The City agrees to comply with all laws applicable to the City relating to nondiscrimination, affirmative action, public purchases, contracting, employment, workers' compensation, and surety deposits required for construction contracts. Minnesota Statutes, Section 181.59 and any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of the City is considered a part of this Agreement.
3. The employees of the parties, and all other persons engaged by each party will not be considered employees of the other party. Each party is solely responsible for all claims arising from its employees including claims under the Worker's Compensation Act, the Minnesota Economic Security Law and all third party claim resulting from an act or omission of an employee.
4. If hazardous wastes, pollutants or contaminants as those terms are defined in law exist on the Combined Project site, the City is responsible for any response or remedial action, monitoring or reporting under the law. The City will apply for and have the Council named as a beneficiary in any no association letters, no action/no further action letters and other environmental regulatory assurances for the site. The City will give the Council copies of any Phase I and Phase II environmental investigations, approved Response Action Plans, and environmental assurance letters naming the Council as a beneficiary. Nothing in this paragraph requires that the City accept responsibility for any environmental conditions that are not the City's legal responsibility. This paragraph survives the termination of this Agreement.
5. The City's authorized representative will manage this Agreement for the City and act as a liaison between the City and Council.
6. The Council's Assistant General Manager of Technical Services in Environmental Services will manage this Agreement for the Council and act as a liaison between the Council and the City.
7. This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.
8. The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.
9. Any modifications to this Agreement must be in writing as a formal amendment.

Metropolitan Council No. 18I019

10. This Agreement is binding upon and for the benefit of the parties and their successors and assigns. This Agreement is not intended to benefit any third-party.
11. Except as otherwise provided for in this Agreement, the Agreement may be terminated by the mutual agreement of the parties.
12. If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.
13. Under Minnesota Statutes, Section 16C.05, subdivision 5, the Parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either Party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.
14. A party must send all notices or demands under this Agreement either by:
 - (a) certified mail;
 - (b) e-mail, as long as the recipient acknowledges receipt by e-mail or otherwise in writing; or
 - (c) delivered in person to the other party addressed to the following authorized representatives:

General Manager
 Metropolitan Council Environmental Services
 390 Robert Street North
 St. Paul, MN 55101-1805

City of Brooklyn Park
 c/o Jesse M. Struve, P.E.
 City Engineer
 5200 85th Avenue North
 Brooklyn Park, MN 55443

15. The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the Parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives:

Metropolitan Council No. 18I019

| | City Representative | Council Representative |
|----------------|--------------------------------|---|
| Level 1 | City Authorized Representative | Manager, Interceptor Engineering |
| Level 2 | City Engineer | Assistant General Manager |
| Level 3 | Public Works Director | General Manager, Environmental Services |

The parties must complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

16. The City is authorized to enter into this Agreement under City Resolution No. _____, approved on _____.

The remainder of this page was intentionally left blank.

Metropolitan Council No. 18I019

IN TESTIMONY WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

METROPOLITAN COUNCIL
A public corporation and political subdivision
of the State of Minnesota

By: _____
Its: Regional Administrator
Date: _____

CITY OF BROOKLYN PARK
A municipal corporation of the
State of Minnesota

Approved as to form:

City Attorney

Date: _____

By: _____
Jeffrey Joneal Lunde, Mayor
Date: _____

and _____
Jay Stroebe, City Manager
Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Jesse Struve, City Engineer
Date: _____

Exhibit A

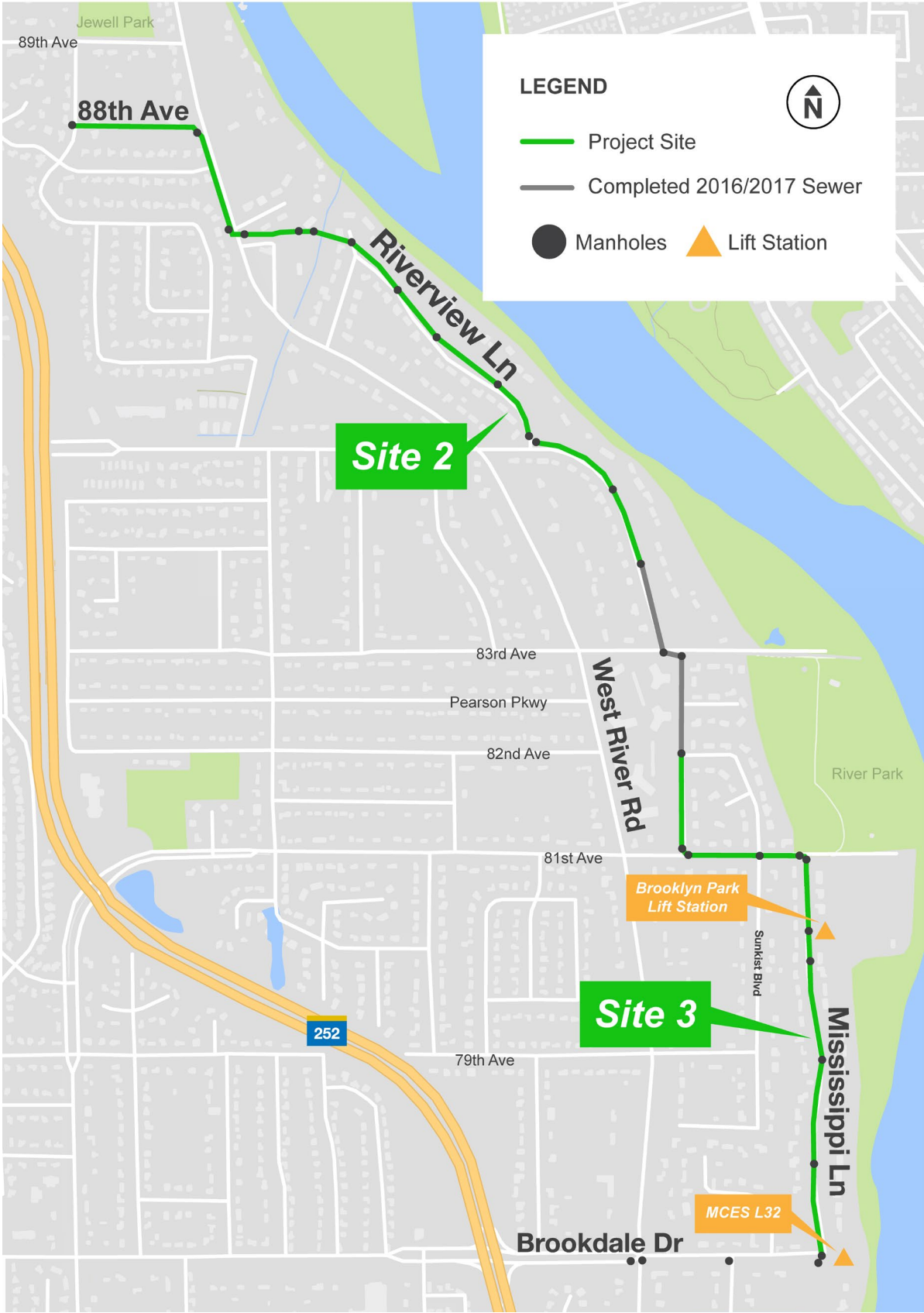


EXHIBIT B

City's Items – Estimated Cost

| ITEM | UNIT | TOTAL QTY | UNIT PRICE | TOTAL PRICE | MCES QTY | % MCES QTY | PRICE MCES QTY | CITY QTY | % CITY QTY | PRICE CITY QTY |
|---|------|-----------|------------|-------------|----------|------------|----------------|----------|------------|-----------------|
| Water Main Gate Valve and Box: Remove and Install * | EA | 16 | \$1,000.00 | \$16,000 | 13 | 81% | \$13,000 | 3 | 19% | \$3,000 |
| Water Main: Remove and Replace, 6" | LF | 3643 | \$70.00 | \$255,010 | 3143 | 86% | \$220,010 | 500 | 14% | \$35,000 |
| Water Main Service Pipe, 1" | LF | 1,936 | \$30.00 | \$58,080 | 1696 | 87.6% | \$50,880 | 240 | 12.4% | \$7,200 |
| Water Service Corporation Stop, Curb Stop, and Curb Box | EA | 63 | \$450.00 | \$28,350 | 57 | 90.5% | \$25,650 | 6 | 9.5% | \$2,700 |
| Administration | | | | | | | | | 10% | \$4,790 |
| Total City Cost | | | | | | | | | | \$52,690 |

Note: * City will be providing the material to install.

City of Brooklyn Park

Request for Council Action

| | | | |
|------------------------|--|--------------------------------|--|
| Agenda Item: | 4.2 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Consent | Originating Department: | Operations and Maintenance - Engineering Services Division |
| Resolution: | X | Prepared By: | Mitch Robinson, Water Resources Engineer |
| Ordinance: | N/A | | |
| Attachments: | 1 | Presented By: | Jesse Struve, City Engineer |
| Item: | Resolution Authorizing Purchase of Wetland Credits for TH 169 and 101 st Avenue Interchange | | |

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ AUTHORIZING PURCHASE OF WETLAND CREDITS FOR TH 169 and 101ST AVENUE INTERCHANGE.

Overview:

The City is currently progressing toward the construction of a new full access interchange at the Highway 169 / 101st 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.

The project will permanently impact 0.326 acres of wetlands. Mitigation is required at a 2:1 ratio (0.652 credits). Because this is a Public Transportation Project, it must comply with MN Rule 8420.0544, which requires wetlands impacted in the seven-county metro area to be replaced in the seven-county metro area or in one of the major watersheds that are wholly or partially within the seven-county metro area. At least 1:1 must be replaced within the seven-county metro area. 0.326 credits would be purchased within the seven-county metro from Bank #1409, Mader Farm LLC. The cost of these credits would be \$36,959.27. To achieve the 2:1 ratio, 0.326 credits would be purchased outside the seven-county metro from Bank #1542, Wetland Credit Agency. The cost of these credits would be \$26,827.84, bringing the total cost to \$63,787.11.

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:

4.2A RESOLUTION

RESOLUTION #2019-

RESOLUTION AUTHORIZING PURCHASE OF WETLAND
CREDITS FOR TH 169 AND 101ST AVENUE INTERCHANGE

WHEREAS, the City has planned the improvement of a new interchange at the US Highway 169 / 101st Avenue junction and the upgrading of 101st Avenue North to a multi-lane urban roadway between Jefferson Highway and future Xylon Avenue in the City; and

WHEREAS, the improvement will permanently impact 0.326 acres of wetland; and

WHEREAS, mitigation for the wetlands is required at a 2:1, half of which must be in the seven-county metro area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the purchase of wetland credits for TH 169 and 101st Avenue Interchange.

City of Brooklyn Park

Request for Council Action

| | | | |
|------------------------|---|--------------------------------|---|
| Agenda Item: | 4.3 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Consent | Originating Department: | Operations and Maintenance – Engineering Services Division |
| Resolution: | X | Prepared By: | Jeff Holstein, P.E., P.T.O.E. City Transportation Engineer |
| Ordinance: | N/A | | |
| Attachments: | 3 | Presented By: | Jesse Struve, P.E., City Engineer |
| Item: | Approve Limited Use Permit #2750-0223 with the Minnesota Department of Transportation for a Non-Motorized Recreational Trail in the Right of Way of Trunk Highway 169 Along 101 st Avenue North; CIP 4042-19 | | |

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING LIMITED USE PERMIT #2750-0223 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR A NON-MOTORIZED RECREATIONAL TRAIL IN THE RIGHT OF WAY OF TRUNK HIGHWAY 169 ALONG 101ST AVENUE NORTH; CIP 4042-19.

Overview:

The City is progressing toward the construction of a new interchange at the Highway 169 / 101st Avenue North junction. The design plans will include a non-motorized trail along the south side of 101st Avenue North from Jefferson Highway to future Xylon Avenue through MnDOT right of way near Trunk Highway 169.

The City is required to process a Limited Use Permit with MnDOT in order to construct and operate the trail within the Trunk Highway 169 right of way. MnDOT staff have prepared Limited Use Permit #2750-0223, which outlines the terms and conditions of construction, operations and maintenance of the proposed trail within MnDOT right of way. The permit is a standard document. City staff have reviewed the permit and find the requirements to be reasonable. Thus, staff recommends approval of LUP #2750-0223.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

There are no costs associated with LUP #2750-0223.

Attachments:

- 4.3A RESOLUTION
- 4.3B LOCATION MAP
- 4.3C LIMITED USE PERMIT #2750-0223

RESOLUTION #2019-

RESOLUTION APPROVING LIMITED USE PERMIT #2750-0223 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR A NON-MOTORIZED RECREATIONAL TRAIL IN THE RIGHT OF WAY OF TRUNK HIGHWAY 169 ALONG 101ST AVENUE NORTH; CIP 4042-19

WHEREAS, the City of Brooklyn Park is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Brooklyn Park has approved a plan to construct a non-motorized recreational trail in the right of way of Trunk Highway 169 to promote the orderly and safe crossing of the highway; and

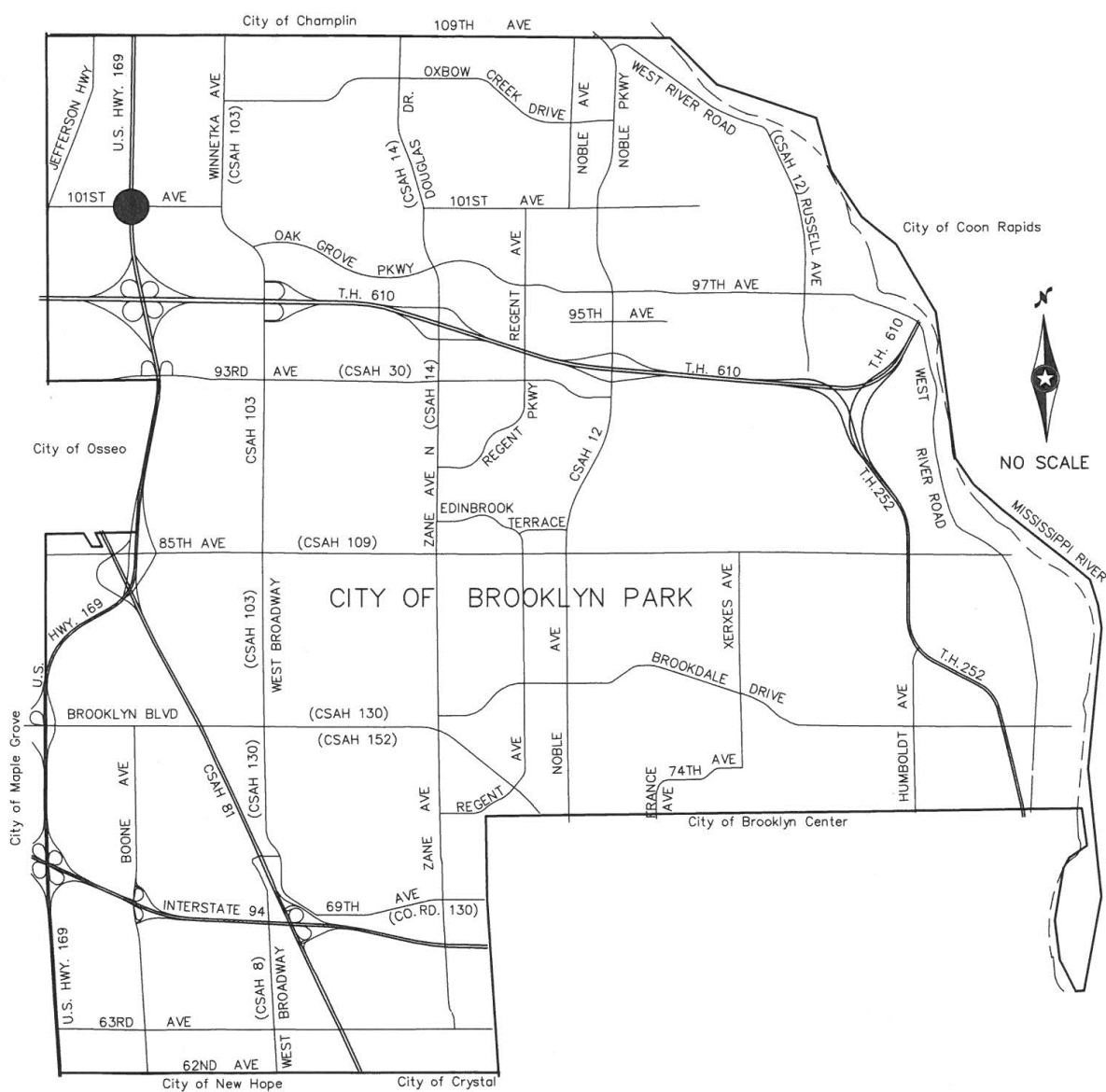
WHEREAS, the State of Minnesota, Department of Transportation requires a Limited Use Permit for the construction and utilization of said pedestrian trail and has prepared LUP #2750-0223 for this purpose; and

WHEREAS, the City Engineer has reviewed LUP #2750-0223 and finds it to be reasonable and acceptable.

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

1. The Mayor and Manager are hereby authorized and directed to execute LUP #2750-0223 and any amendments to the Permit.

LOCATION MAP
TH 169/101ST AVE INTERCHANGE PROJECT
CIP #4042

☐ PROPOSED PROJECT

Brooklyn Park

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT**

C.S. 2750 (T.H. 169)
S.P. 2750-92
County of Hennepin
LUP # 2750-0223
Permittee: City of Brooklyn Park
Expiration Date: 07/17/2029

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Brooklyn Park, ("Permittee"), to use the area within the right of way of Trunk Highway No. 169 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Recreational Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized recreational trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 07/17/2029 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination,

- modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

- 2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

- 3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at: and to MnDOT at:

City of Brooklyn Park
5200 85th Ave. No.
Brooklyn Park, MN 55443

State of Minnesota
Department of Transportation
Metro District Right of Way

1500 W. County Road B2
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

CITY OF BROOKLYN PARK

By _____
Its _____

Date _____

And _____
Its _____

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

LEGEND

- INPLACE PAVEMENT
- PROPOSED CONSTRUCTION
- XC WIRE FENCE DESIGN 72V-9322
- DIRECTION OF TRAFFIC
- 4" CONCRETE WALK
- 6" CONCRETE WALK
- 3" BITUMINOUS SHARED USE PATH

GENERAL NOTES:

THE RIGHT-OF-WAY SHOWN IN THIS PLAN GIVES A GRAPHICAL LOCATION WITH RESPECT TO THE GEOMETRIC DESIGN AND MAP DATA. THE EXACT RIGHT-OF-WAY AND BOUNDARY CORNERS ARE LOCATED BY REFERENCE TO THE RIGHT OF WAY PLATS AND ARE IDENTIFIED ON THE RIGHT-OF-WAY MAP.

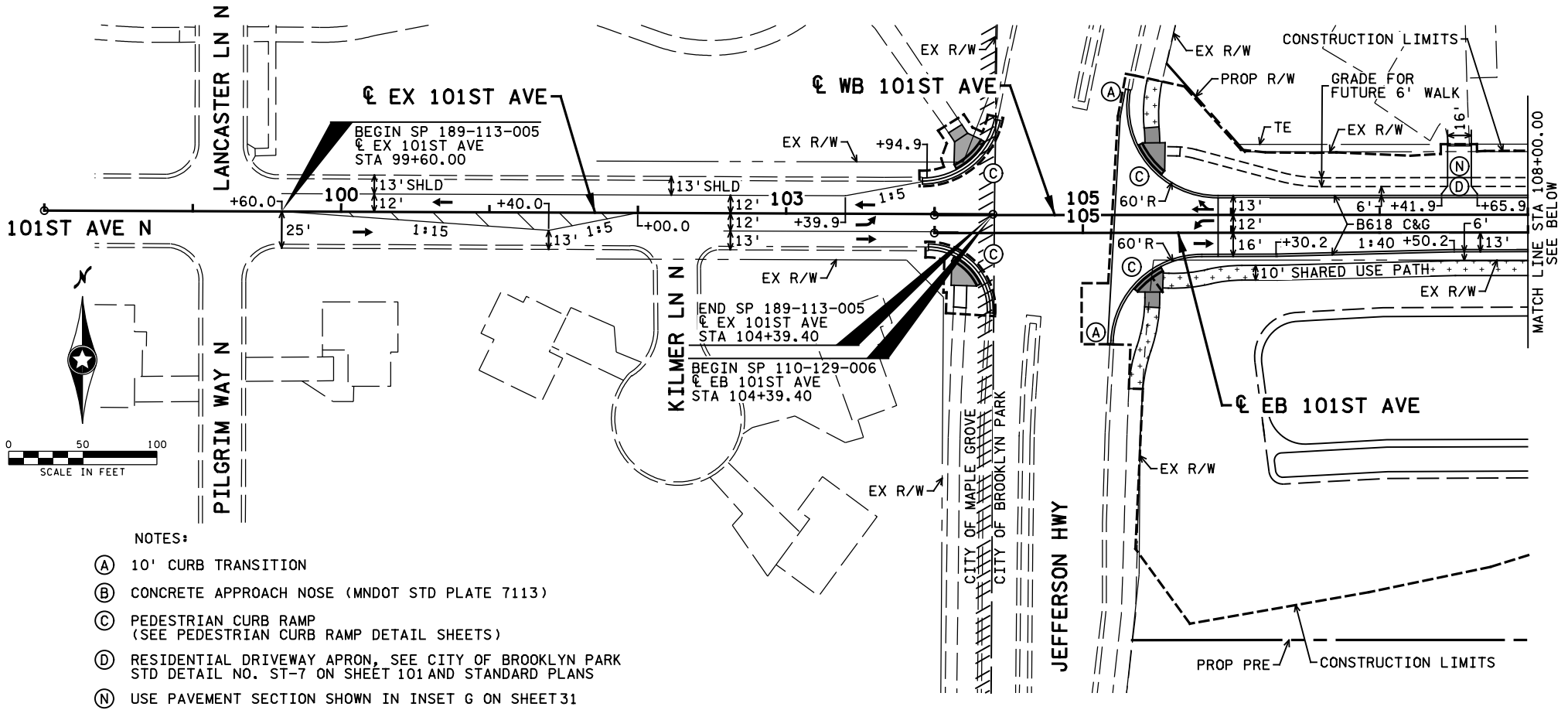
ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

ALL DIMENSIONS TO CURB & GUTTER ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.

SEE INTERSECTION DETAILS, AND PEDESTRIAN RAMP DETAILS FOR INFORMATION NOT SHOWN ON THE CONSTRUCTION PLANS.

SEE SUPERELEVATION PLANS FOR SUPERELEVATION TRANSITIONS.

SEE SIGNING AND STRIPING PLANS FOR LANE CONFIGURATIONS AND MARKINGS.



- NOTES:**
- (A) 10' CURB TRANSITION
 - (B) CONCRETE APPROACH NOSE (MNDOT STD PLATE 7113)
 - (C) PEDESTRIAN CURB RAMP (SEE PEDESTRIAN CURB RAMP DETAIL SHEETS)
 - (D) RESIDENTIAL DRIVEWAY APRON, SEE CITY OF BROOKLYN PARK STD DETAIL NO. ST-7 ON SHEET 101 AND STANDARD PLANS
 - (N) USE PAVEMENT SECTION SHOWN IN INSET G ON SHEET 31

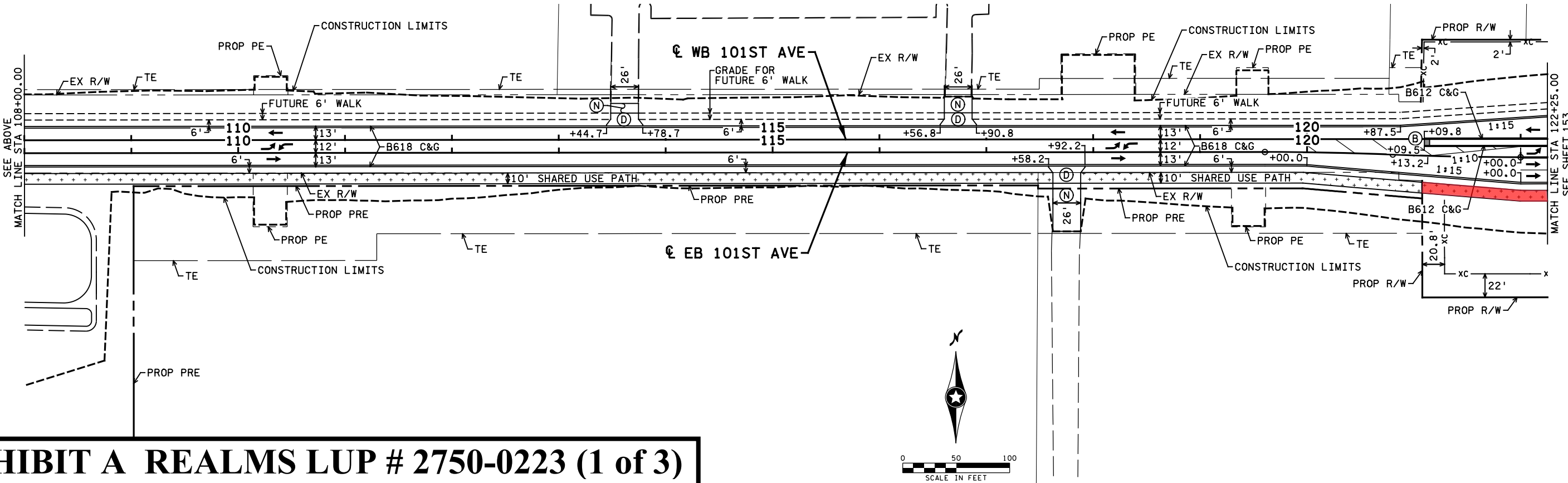


EXHIBIT A REALMS LUP # 2750-0223 (1 of 3)

| NO | DATE | BY | CKD | APPR | REVISION |
|----|------|----|-----|------|----------|
| | | | | | |
| | | | | | |
| | | | | | |

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.

Print Name: CHRIS TRBOYE VICH

Christopher M. Trbojevich

Date: 6-26-19 License #: 41635

STATE PROJECT NO. 2750-92
110-129-006
189-113-005
CITY PROJECT NO. 4042

DRAWN BY S. MARTINS
DESIGNED BY T. SMITH
CHECKED BY C. TRBOYE VICH
COMM. NO. 1811431



CITY OF BROOKLYN PARK
CONSTRUCTION PLANS
TH 169 AND 101ST AVE INTERCHANGE

SHEET 152 OF 423

NOTES:

- (A) 10' CURB TRANSITION
- (B) CONCRETE APPROACH NOSE (MNDOT STD PLATE 7113)
- (E) 5' CURB HEIGHT TRANSITION (0"-6")
- (F) 5' CURB HEIGHT TRANSITION (0"-4")
- (G) MATCH EXISTING
- (I) TRAFFIC BARRIER DESIGN TYPE 31
- (J) ANCHORAGE ASSEMBLY-TYPE 31
- (K) OH SIGN, SEE SIGNING AND STRIPING PLANS

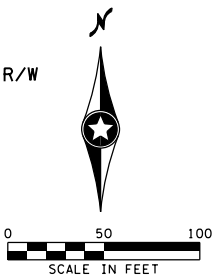
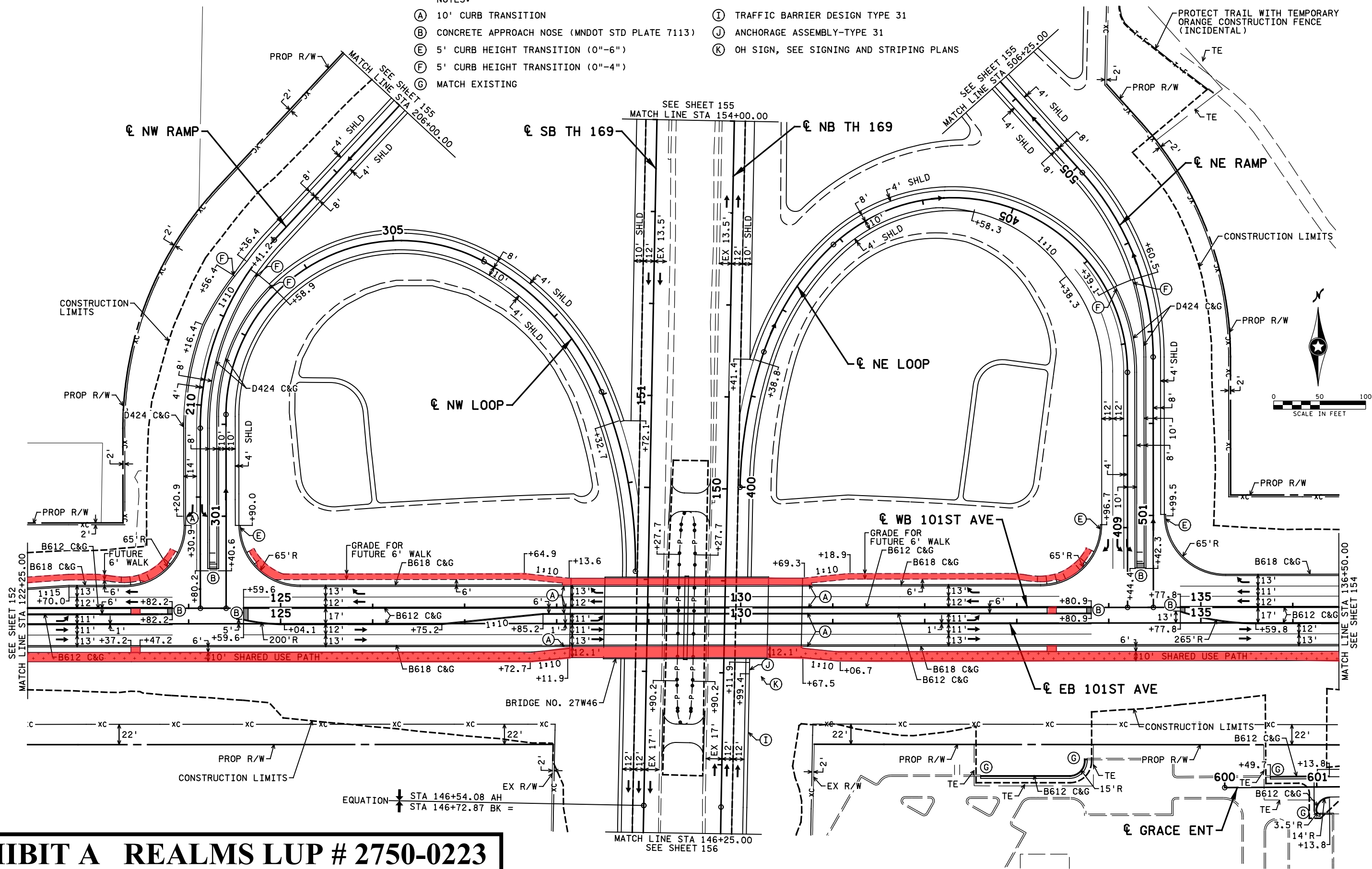


EXHIBIT A REALMS LUP # 2750-0223

| NO | DATE | BY | CKD | APPR | REVISION |
|----|------|----|-----|------|----------|
| | | | | | |
| | | | | | |

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.

Print Name: CHRIS TRBOYEVICH

Christopher M. Trbojevich

Date: 6-26-19 License #: 41635

STATE PROJECT NO. 2750-92
110-129-006
189-113-005

CITY PROJECT NO. 4042

DRAWN BY S. MARTINS
DESIGNED BY T. SMITH
CHECKED BY C. TRBOYEVICH
COMM. NO. 1811431

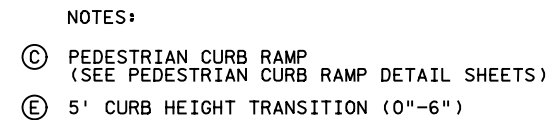


CITY OF BROOKLYN PARK

CONSTRUCTION PLANS

TH 169 AND 101ST AVE INTERCHANGE

SHEET 153 OF 423



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|----------------------------------|-------|
| CITY OF BROOKLYN PARK | SHEET |
| CONSTRUCTION PLANS | 154 |
| TH 169 AND 101ST AVE INTERCHANGE | OF |
| | 423 |

City of Brooklyn Park

Request for Council Action

| | | | |
|------------------------|---|--------------------------------|---|
| Agenda Item: | 4.4 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Consent | Originating Department: | Community Development Rental and Business Licensing |
| Resolution: | N/A | | Megan Bookey, Program Assistant III |
| Ordinance: | N/A | | |
| Attachments: | N/A | Presented By: | Keith Jullie, Rental and Business Licensing Manager |
| Item: | Approve a Temporary On-Sale Liquor License for the Brooklyn Park Rotary Club for their Beer Fest to be held September 21, 2019 at the Brooklyn Park Community Activity Center, 5600 85 th Avenue North | | |

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR THE BROOKLYN PARK ROTARY CLUB FOR THEIR BEER FEST TO BE HELD SEPTEMBER 21, 2019 AT THE BROOKLYN PARK COMMUNITY ACTIVITY CENTER, 5600 85TH AVENUE NORTH.

Overview:

The Community Development Department approved the application on July 22, 2019 and the Police Department has completed their investigation of the applicant. There are no known code violations at the property and staff finds no reason that would preclude the issuance of this Temporary On-Sale Liquor license. Their reports are on file in the Licensing Division and are available upon request.

The license must be approved by the State of Minnesota Alcohol and Gambling Enforcement Division once the City of Brooklyn Park has approved the license.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

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|------------------------|---|--------------------------------|---|
| Agenda Item: | 4.5 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Consent | Originating Department: | Community Development Rental and Business Licensing |
| Resolution: | N/A | | Megan Bookey, Program Assistant III |
| Ordinance: | N/A | | |
| Attachments: | N/A | Presented By: | Keith Jullie, Rental and Business Licensing Manager |
| Item: | Approve a Temporary On-Sale Liquor License for Palmer Lake VFW Post 3915 for their Freedom Fest to be held September 7, 2019 on the Premise Location extending into the Parking Lot of 2817 Brookdale Drive North | | |

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR PALMER LAKE VFW POST 3915 FOR THEIR FREEDOM FEST TO BE HELD SEPTEMBER 7, 2019 ON THE PREMISE LOCATION AND EXTEND INTO THE PARKING LOT OF 2817 BROOKDALE DRIVE NORTH.

Overview:

The Community Development Department approved the application on July 26, 2019 and the Police Department has completed their investigation of the applicant. There are no known code violations at the property and staff finds no reason that would preclude the issuance of this Temporary On-Sale Liquor license. Their reports are on file in the Licensing Division and are available upon request.

The license must be approved by the State of Minnesota Alcohol and Gambling Enforcement Division once the City of Brooklyn Park has approved the license.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park

Request for Council Action

| | | | |
|------------------------|---|--------------------------------|-----------------|
| Agenda Item: | 4.6 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Consent | Originating Department: | Administration |
| Resolution: | N/A | | |
| Ordinance: | SECOND READING | | |
| Attachments: | 2 | | |
| Item: | 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 |
| August 12 | Second Reading of Ordinance held |
| August 22 | Ordinance published in Newspaper |
| November 20 | Ordinance becomes effective (90 days after passage and publication) |

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

Attachments:

- 4.6A ORDINANCE
- 4.6B 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 by 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 (7th) 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 22, 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:
Summary Published in Official Newspaper:

City of Brooklyn Park

Request for Council Action

| | | | |
|------------------------|---|--------------------------------|---|
| Agenda Item: | 5.1 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Public Hearings | Originating Department: | Community Development |
| Resolution: | XX | Prepared By: | Lizzy Brodeen-Kuo, City Attorney; Keith Jullie, Rental and Business Licensing Manager |
| Ordinance: | N/A | | |
| Attachments: | 9 | Presented By: | Keith Jullie |
| Item: | Adopt a Resolution for Proposed Special Assessment for Costs Relating to Tenant Remedy Actions for 8448 and 8450 Sumter Circle North; Adopt a Resolution to Enter into Agreement with Epic Property Services Relating to Special Assessment of 8448 and 8450 Sumter Circle North | | |

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING OF THE PUBLISHED NOTICE OF HEARING ON PROPOSED ASSESSMENT FOR COSTS RELATING TO TENANT REMEDY ACTIONS FOR 8448 AND 8450 SUMTER CIRCLE N AND HOLD THE PUBLIC HEARING.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ LEVYING SPECIAL ASSESSMENTS FOR COSTS RELATING TO TENANT REMEDY ACTIONS FOR 8448 AND 8450 SUMTER CIRCLE NORTH.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ ENTERING INTO AGREEMENT WITH EPIC PROPERTY SERVICES RELATING TO SPECIAL ASSESSMENT OF 8448 AND 8450 SUMTER CIRCLE NORTH.

Overview:

On July 17, 2018, City staff conducted a routine rental property maintenance inspection at the property located at 8448-8450 Sumter Circle North, Brooklyn Park, MN. The City directed the owners, Zephaniah and Yassah Kaffey, to make the necessary repairs to the duplex but they failed to do so. After multiple re-inspections and conversations with the Kaffeys, it was determined that the City would pursue an Emergency Tenant Remedy Action, under Minn. Stat. § 504B.381, due to lack of progress on ordered repairs and a Tenant Remedy Action under Minn. Stat. §§ 504B.395 to 504B.471 to ask the court to appoint an administrator to the Property to make the repairs.

After a hearing where the City and the Kaffeys presented evidence, on October 8, 2018, the court appointed Epic Property Services as the Administrator of the rental property. To bring the property into compliance with City Code, Epic Property Services had to make significant repairs to both sides of the duplex including replacing windows, doors, flooring, and entire bathrooms. The repairs occurred between October 2018 and June 2019.

The court held hearings on January 31, 2019 and February 21, 2019 to learn about the progress of the repairs and obtain estimates from Epic about the cost of the repairs. The Kaffeys appeared at the hearings and provided testimony to the court.

On June 18, 2019, the City notified the court and the Kaffey's that the repairs were completed, and the property complied with the code. The City accordingly asked the Court to discharge the administrator and provided the Court with an accounting showing the administrator is owed \$114,789.98 for its costs incurred in remedying the code violations. The Court gave the Kaffey's 14 days to request a hearing to address the administrator's accounting. The Kaffey's did not request such a hearing. On July 8, 2019, the court discharged the administrator and stated that the City may impose a special assessment on the property for payment of the administrator's costs.

The City has not paid Epic for its services. Instead, Epic has expended the money and has agreed to wait until the City receives payment from the special assessment to be reimbursed at that time.

The City provided notice of this special assessment hearing to the Kaffey's via US Mail and Certified Mail on July 19, 2019. In addition, the City published notice of this special assessment hearing in the Sun Post from July 25, 2019 through July 31, 2019.

Staff recommends that the City assess the property for the administrator's costs (totaling \$114,789.98), as allowed under the court order, and the City's legal fees (totaling \$10,785.64) in pursuing the court action, as allowed under the City Charter and City Code. The total special assessment is \$125,575.62.

In addition, staff recommends entering into an agreement with Epic Property Services to pay Epic the amount assessed equal to its costs and fees upon receipt of that amount from Hennepin County.

Primary Issues/Alternatives to Consider:

- Approve the assessment as proposed
- Modify and approve the proposed assessment
- Approve the proposed agreement with Epic Property Services
- Modify and approve the proposed agreement with Epic Property Services

Budgetary/Fiscal Issues: N/A

Attachments:

- 5.1A RESOLUTION LEVYING ASSESSMENT
- 5.1B RESOLUTION APPROVING AGREEMENT WITH EPIC PROPERTY SERVICES
- 5.1C AGREEMENT FOR ASSESSMENT WITH EPIC PROPERTY SERVICES
- 5.1D EXHIBIT A (HENNEPIN COUNTY COURT ORDER, APPOINTING EPIC PROPERTY SERVICES)
- 5.1E EXHIBIT B (COURT ORDER DISMISSING EPIC PROPERTY SERVICES)
- 5.1F ADMINISTRATOR'S ACCOUNTING OF REPAIRS AND COSTS
- 5.1G LETTER AND NOTICE OF SPECIAL ASSESSMENT HEARING (PUBLISHED AND MAILED)
- 5.1H SPECIAL ASSESSMENT LIST
- 5.1I PICTURES OF REPAIRED MAINTENANCE ITEMS

RESOLUTON #2019-

RESOLUTION LEVYING SPECIAL ASSESSMENT FOR COSTS RELATING TO TENANT REMEDY
ACTIONS FOR 8448 AND 8450 SUMTER CIRCLE NORTH

WHEREAS, pursuant to proper notice duly given as required by law, Council has met, and heard, and passed upon all objections to the proposed special assessment for costs relating to tenant remedy actions for 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445 (PID No. 20-119-21-22-0038).

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

1. That pursuant to Minnesota Statutes, the City Code of the City of Brooklyn Park, and court order, the costs relating to tenant remedy actions for 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445 (PID No. 20-119-21-22-0038) shall be levied against the property and collected as other taxes are collected and remitted to the City of Brooklyn Park. The amount to be certified is \$125,575.62 and is on file with the City Clerk.

2. That such proposed assessment, hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the delivered services in the amount of the assessment levied against it, and that each property shall have the entire amount, plus interest for (14) months at the rate of 4% PER annum.

3. That the owners of the property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole or any part of the assessment on such property from the adoption of this resolution until November 16, 2019.

4. That the City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid in the same manner as other municipal taxes.

RESOLUTION #2019-

RESOLUTION ENTERING INTO AGREEMENT WITH EPIC PROPERTY SERVICES RELATING TO
SPECIAL ASSESSMENT OF 8448 AND 8450 SUMTER CIRCLE NORTH

WHEREAS, the City instituted two tenant remedy actions (Court File Nos. 27-CV-HC-18-3916 and 27-CV-HC-18-3919) to remedy code violations on rental property located 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445 (PID No. 20-119-21-22-0038) (the "Property"); and

WHEREAS, the court appointed Epic Property Services as the administrator of the Property; and

WHEREAS, Epic Property Services expended \$114,789.98 in remedying the code violations; and

WHEREAS, neither the owner of the Property nor the City has paid Epic Property Services for its work in remedying the code violations; and

WHEREAS, the City has the authority under Minn. Stat. § 504B.445 to assess the Property for Epic Property Services' fees and costs; and

WHEREAS, the City and Epic desire to enter into an agreement by which the City will assess the Property for Epic's Fees and Costs and pay those amounts to Epic as shown in the agreement attached hereto as Exhibit A.

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

1. The agreement attached hereto as Exhibit A is approved.
2. The City Manager and Mayor are authorized to sign the agreement.
3. The City Attorney and City staff are authorized to carry out the intent of this resolution.

**AGREEMENT REGARDING ASSESSMENT OF 8448 and 8450 SUMTER
CIRCLE N, BROOKLYN PARK, MN 55445 BETWEEN THE CITY OF
BROOKLYN PARK AND EPIC PROPERTY SERVICES**

This Contract ("Contract") is made and entered into this ____ day of July, 2019, by and between the City of Brooklyn Park, a Minnesota municipal corporation, ("City") and Epic Property Services, Inc., a corporation ("Epic").

RECITALS

- A. The City instituted two lawsuits, an emergency tenant remedy action and a tenant remedy action, relating to the poor condition of a rental duplex located at 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445 (PID No. 20-119-21-22-0038) (the "Property") (Court File Nos. Hennepin County Housing Court File Nos. 27-CV-HC-18-3916 and 27-CV-HC-18-3919),
- B. On October 8, 2018, Hennepin County District Court issued an order, attached as **Exhibit A**, in both lawsuits appointing an administrator, Epic, to repair the Property,
- C. Epic has completed the repairs of the Property consistent with the October 8, 2018 Court Order,
- D. On June 18, 2019, the City filed a request to discharge Epic as administrator along with Epic's accounting of its fees and costs to bring the property into compliance with City Code as required by the October 8, 2018 Court Order, which totaled \$114,789.98 ("Epic's Fees and Costs"),
- E. On July 8, 2019, the Court issued an order, attached as **Exhibit B**, discharging Epic as administrator for the Property,
- F. The rents collected from the Property were not sufficient to repay Epic's Fees and Costs;
- G. The owners of the Property, Zephaniah and Yassah Kaffey, provided testimony in Court that they cannot repay Epic's Fees and Costs and they did not request a hearing regarding the June 18, 2019 accounting from Epic, which was filed with the Court and served upon them,
- H. The City has the authority under Minn. Stat. § 504B.445 to assess the Property for Epic's Fees and Costs,
- I. The City and Epic desire to enter into an agreement by which the City will assess the Property for Epic's Fees and Costs and pay those amounts to Epic.

AGREEMENT

In consideration of the mutual promises and agreements contained in this agreement, and intending to be legally bound, the City and Epic agree as follows:

1. The City agrees to assess the Property for Epic's Fees and Costs pursuant to Minn. Stat. § 504B.445 and Minnesota Statutes Chapter 429.
2. The City shall take steps under Minnesota Statutes Chapter 429 to have the Property assessed for Epic's Fees and Costs in 2020.
3. Upon receipt of the assessment payments from Hennepin County, the City will pay the amounts received to Epic.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

EPIC PROPERTY SERVICES

By: Joel E. Himmelfarb
Print Name

Its: Pres / CEO
Title

[Signature]
Signature

Date: 7/15/2019

CITY OF BROOKLYN PARK

By: _____
Its Mayor

Signature

By: _____
Its City Manager

Signature

Date: _____

STATE OF MINNESOTA

FOURTH JUDICIAL DISTRICT

COUNTY OF HENNEPIN

DISTRICT COURT

City of Brooklyn Park, a municipal
corporation under Minnesota Law,

**Court File No.: 27-CV-HC-18-3916
27-CV-HC-18-3919**

Plaintiff(s)/Tenant(s),
vs.

**DECISION AND ORDER ON
PETITION FOR RELIEF UNDER
TENANT REMEDIES ACT
MINNESOTA STATUTE § 504B.395**

Yassah and Zephaniah Kaffey,

Defendant(s)/Building Owner(s).

This matter came on for hearing before the Honorable Mark A. Labine, Referee of District Court, on October 5, 2018.

Plaintiff(s) was present. Defendant(s) were both present.

Elizabeth Brodeen-Kuo Attorney for Plaintiff, appeared with Curtis Raymond, Property Maintenance and Business Licensing Investigator for the City.

Based upon the verified petition, testimony, evidence, and arguments presented, and all of the files, records, and proceedings, the Court makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Plaintiff(s) is an interested party as defined under Minn. Stat. § 504B.395.
2. Plaintiff(s) are a legal authority charged with the enforcement of codes relating to the health, housing and building maintenance in Hennepin County.
3. The property is located at This action concerns a rental dwelling in the City located at 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445, PID No. 20-119-21-22-0038, Hennepin County, Minnesota (the "Property"). The dwelling consists of a side-by-side duplex with two rental units.
4. Defendants Yassah and Zephaniah Kaffey own the Property. Defendants Yassah and Zephaniah Kaffey ("Defendants") operate the Property as a rental building with residential tenants, as defined in Minn. Stat. § 504B.001. Defendants are the landlords of the Property. Defendants' address is listed as 1720 Winnetka Avenue N, Golden Valley, MN 55427.
5. The property is currently occupied by two Tenants, who pay monthly rent of \$1,500 each for a total of \$3,000 per month.

6. Landlord has recently commenced an eviction action against the Tenants in unit 8450 under court file 27-CV-HC-18-3917. No Writ of Recovery has been issued to date.

7. Defendant's rental license for the property expired on September 30, 2018. Defendants have taken no steps to have their rental licenses renewed.

8. The City performed a rental inspection of the Property on July 17, 2018 and created a report of all the necessary repairs for each unit. (see Exhibits A & B.) On July 18, 2018, the City emailed Defendants a copy of the inspection reports. Defendants acknowledge receipt on July 23, 2018 of the reports.

9. Curtis Raymond, Property Maintenance and Business Licensing Investigator for the City, returned to inspect the Property on August 10, 2018 when the City received a complaint about water leaking across the basement hall floor in 8448 Sumter Circle. The tenant also complained about roaches. Mr. Raymond contacted Defendant Zephaniah Kaffey via phone to inform him that he needed to hire a professional exterminator to treat both sides of the duplex or the roaches would just move back and forth between the units. Mr. Raymond also informed Defendant Zephaniah Kaffey he needed to repair the water leaking across the basement hall floor. During that August 10 inspection, Mr. Raymond did not observe any progress occurring on the necessary items identified in the July 2018 inspection report.

10. The City received notice on August 21, 2018 that the gas service had been disconnected from 8450 Sumter Circle. Mr. Raymond verified the gas service was off and contacted Defendant Zephaniah Kaffey to advise him of the shut off. Defendant Zephaniah Kaffey stated no one lived in that unit and he would not pay to have the gas turned on. Mr. Raymond informed him that if the gas was not back on by August 23, the City would pursue an Emergency Tenant Remedy Action. Defendant Zephaniah Kaffey then stated that the tenant was not paying him rent so he would not turn the gas on. The tenant informed Mr. Raymond that he has been paying and is current with his rent.

11. On August 23, 2018, Mr. Raymond checked the Property and found that the gas was still locked off and noticed new maintenance items that needed repair. In particular, the sliding glass door frame for 8450 Sumter Circle was no longer plumb so the door could not close properly.

12. On August 24, 2018, Mr. Raymond checked the Property and saw the gas meter for 8450 Sumter Circle was still locked off. The front window next to the front door of 8448 was broken and the sliding door was in need of repair. Mr. Raymond emailed Defendant Zephaniah Kaffey regarding the need for the sliding door and the window next to the door to be boarded up and then repaired.

13. On August 27, 2018, Mr. Raymond checked the Property and the gas remained off. The window and door were not satisfactorily repaired. Additionally, Mr. Raymond noticed evidence of attempted repairs by Defendants, however, none were done effectively to cure the City Code violations. Mr. Raymond learned the Property does not have garbage service.

14. On August 31, 2018, Mr. Raymond inspected the Property with two inspectors. The resulting report shows numerous Code violations and demonstrates Defendants' failure to make the repairs identified in July 2018. (Exhibits C & D.) In particular, the gas service to 8450 Sumter Circle remains disconnected, sliding doors in both units of the duplex have deteriorated such that the doors cannot be secured, neither unit has garbage service, the dryer vent in 8450 Sumter Circle vents directly into flammable material, and the front door at 8450 Sumter Circle has deteriorated such that it cannot be locked. Mr. Raymond emailed a copy of the August 31, 2018 inspection report to Defendants on September 6, 2018.

15. Curtis Raymond testified in court when he inspected the property on August 31, 2018, he noted that Defendant's made little progress on the repairs ordered on July 17, 2018. In fact, he discovered more violations.

16. On September 6, 2018, the City, through its attorney emailed a letter to Defendants regarding the City's intent to file an emergency action with the Court if the essential services or facilities were not restored or fixed.

17. On September 6, 2018, the City, through its attorney, attempted personal service on Defendants of the same, emailed September 6 letter. On the morning of September 7, 2018, the City, through its attorney, completed personal service on Defendants.

18. On the morning of September 7, 2018, Defendant Zephaniah Kaffey appeared at City Hall and stated to Mr. Raymond that he had turned the gas back on. Mr. Raymond confirmed that the gas had been turned back on, however, none of the other emergency violations have been corrected.

19. The Property appears to be viable and there is no foreclosure filed on the Property. The Hennepin County indicated the market value of the Property equals \$267,900.

20. The Property is being rented and is in violation of the following Brooklyn Park Ordinances:

a) Section 117.52 of the City Code states that "[e]very rental dwelling must maintain the standards in the city property maintenance code, Chapter 106 of this code, in addition to any other requirement of the ordinances of the city or special permits issued by the city, or the laws of the State of Minnesota."

b) Section 106.01 of the City Code adopts the 2012 International Property Maintenance Code which contains Section 102.2 requiring that all equipment, systems, devices and safeguards required by this code shall be maintained in good working order.

c) Section 302.3 of the 2012 International Property Maintenance Code requires that driveways "shall be kept in a proper state of repair, and maintained :free from hazardous conditions."

d) Sections 302.5 and 309.1 of the 2012 International Property Maintenance Code require

all structures be kept free from rodent and insect infestation.

e) Section 304.15 of the 2012 International Property Maintenance Code requires exterior doors and hardware to be maintained in good condition and locks shall tightly secure the door.

f) Section 704.2 of the 2012 International Property Maintenance Code requires smoke alarms in bedrooms.

21. Defendants have outstanding utility bills to the City for the Property in the amount of \$1,069.00.

22. Defendant Zephaniah Kaffey testified at the hearing on October 5, 2018 that he was making progress on all the repairs ordered. However, he only brought one exhibit to court which was a permit he obtained for the Leased Property on September 27, 2018 to replace the patio windows. He brought no other documentation or pictures or other evidence to demonstrate to the court that he was make progress on the repairs ordered.

23. At the prior court hearing on September 24, 2018, Defendants were ordered to do the following:

- a. Hire a licensed contractor to replace the sliding glass doors in both units; **Yes**
- b. Restore garbage service to both units; **Yes**
- c. Remove all accumulated garbage from the property including garbage stored in garages or sheds; **Not done**
- d. Hire a licensed contractor to repair or replace the front door framing to guarantee proper security of the building; and **Contractor hired.**
- e. Hire a licensed HVAC contractor to reroute the dryer vent in compliance with City Code. **Not done**

24. Curtis Raymond testified he went to the property on or about October 4, 2018 and observed some progress was made on the court order filed September 24, 2018, but two of the repairs ordered were not done.

25. Defendants informed the court that it is their intent to evict the Tenants in the Leased Property and then take their time to make the repairs ordered.

26. Defendants lack of progress on the repairs ordered is a great concern to the court, and supports the City's request to appoint an Administrator to ensure that the repairs ordered by the City are properly and timely completed.

Appointment of an Administrator

27. Defendant's Property subject to this action contain violations as defined by Minn. Stat. § 504B.001, subd (1) and (2) as set forth in paragraph 20 above.

28. Defendant was informed in writing of these violations more than 14 days before the commencement of this action, but Defendant has not remedied the violations.

29. Plaintiff filed a Verified Complaint on September 7, 2018 under Minn. Stat. § 504B.395, seeking the appointment of an administrator for the Property under Minn. Stat. § 504B.425 (d), with all the powers described in Minn. Stat. § 5054B.445, subd. 4.

30. The appointment of the administrator is necessary to assist in the orderly transition of the Property due to the lack of a valid rental license and due to the lack of progress being made by Defendants to make the repairs ordered by the City in their orders dated July 17, 2018 and August 31, 2018.

31. The appointment of the administrator will preserve the status quo, avoid the City's obligation to vacate the Property,¹ and allow the Property to generate rental income until the repairs required by the City are properly made.

32. This Court finds that the appointment of an administrator under the facts of this case will protect the legitimate rights and interests of both the tenants and the Defendant.

33. The Court heard no evidence challenging the qualifications of Scott E. Simonett, Epic Property Services, 12550 West Frontage Road, Suite 205, Burnsville, MN 55337 to be appointed as an administrator of the Leased Property. Defendants have not provided the Court with any information that would challenge the ability of Scott Simonett to act as an administrator in this matter.

34. Scott E. Simonett, dba Epic Property Services is qualified to act as the Administrator for this property.

Based upon the above Findings of Fact and Conclusions of Law, the Court makes the following:

ORDER

1. Appointment of Administrator. Scott E. Simonett, dba Epic Property Services is appointed Administrator of the following Property.

¹ M.C.O. § 244.1970. - Vacation of affected dwelling units. When an application for rental dwelling license has been denied, or a rental dwelling license or provisional license has been revoked, suspended, or not renewed, or when the owner has not obtained a current rental dwelling license or provisional license upon proper application as required by this chapter, the director of regulatory services shall order the dwelling or the affected dwelling units therein vacated, giving tenants a reasonable time to arrange new housing and to move their possessions. (90-Or-235, § 6, 9-14-90; 96-Or-129, § 2, 12-13-96; 2013-Or-161, § 50, 12-6-13).

| | ADDRESS | CITY | ZIP | OWNER |
|---|--------------------------------|---------------|-------|-----------------------------|
| 1 | 8448 and 8450 Sumter Circle N, | Brooklyn Park | 55445 | Yassah and Zephaniah Kaffey |

2. Upon the Administrator's request, the Hennepin County Sheriff shall assist the Administrator to take possession of the Property and to exercise its powers and carry out its duties under this Order in a safe and effective manner.

3. **The Administrator's directions.** The Administrator shall comply with the ordinances of the City of Brooklyn Park, Minnesota and shall immediately acquire a provisional rental license for the Property in the Administrator's name. More specifically, the Administrator is directed to:

- (a) Determine whether the above Property is still occupied by tenants, and to collect rents due from tenants in amount to be set by the Administrator, taking into consideration the market value of the Property, and the past rental history;
- (b) Obtain a rental dwelling license or provisional license for the Property under M.C.O. §§ 244.1800, *et seq.*
- (c) The Administrator shall first contract for and pay for residential building repairs and services necessary to keep the residential building habitable. The Administrator shall then apply rents received to pay for Administrator expenses and costs awarded to the City in this order. If sufficient funds are available, the Administrator shall pay other expenses, such as tax, insurance and mortgage payments. If sufficient funds are not available for paying other expenses, such as tax and mortgage payments, after paying for necessary repairs and services, then Defendant is responsible for the other expenses as provided by Minn. Stat. § 504B.445, subd. 4.
- (d) Ascertain the economic viability of the Property, including by determining what repairs are necessary to bring the Property into code compliance; the market value of the Property; whether present and future rents will be sufficient to cover the cost of repairs or rehabilitation; and what additional funds (if any) are necessary to cover the cost of repairs or rehabilitation.
- (e) Report to the Court on its findings under Section 4(d) of this Order, no later than **January 31, 2019**, by filing a written report with the court, with a copy to the parties.

4. **Bond.** Pursuant to Minn. Stat. § 504B.445, subd. 2, the Court shall determine whether the Administrator should post a bond. The Administrator shall NOT be required to post a bond in this matter.

5. **Powers and Duties of Administrator.** The Administrator shall have all of the powers and duties described in Minn. Stat. §§ 504B.425(d) and 504B.445; all of the powers and

duties reasonably necessary to accomplish the purposes of those sections; and all of the powers and duties usually held by administrators under Minnesota law, including, but not limited to, the following:

- a. The power to access all books, records, files, computers, and access devices in the custody, control, or possession of Defendant including, but not limited to, all tenant files, rental agreements, leases, contracts, building files, maintenance files, employee records, insurance records, financial books and records, bank accounts, account numbers, usernames, passwords, answers to security questions, keys, and any other access devices.
- b. The power to collect rents from residential tenants, to evict residential tenants for nonpayment of rent or other cause, to enter into leases for vacant dwelling units, and to exercise other powers necessary and appropriate to carry out the purposes of Minn. Stat. §§ 504B.381 and 504B.395 to 504B.471.
- c. The power to use rents collected to remedy violations found to exist at the Property, to bring the Property into code compliance, for the rehabilitation of the Property to maintain safe and habitable conditions over the useful life of the Property, and to cover fees and costs of the Administrator authorized under this Order.
- d. The power to contract for the reasonable cost of materials, labor, and services, including utility services provided by a third party, necessary to remedy violations found to exist at the Property, to bring the Property into code compliance, and for the rehabilitation of the Property to maintain safe and habitable conditions over the useful life of the Property, and disburse money for these purposes from funds available for these purposes, including but not limited to funds received through rent, funds available from encumbering the Property, funds obtained pursuant to M.C.O. § 244.185 and Minn. Stat. § 504B.451, or any other financing approved by the Court.
- e. The power to provide services to the residential tenants of the Property, including the services necessary to the ordinary operation and maintenance of the Property and pay for them from funds available for this purpose.
- f. The power to make emergency repairs and provide emergency services to the residential tenants of the Property, and to petition the Court for an order authorizing reimbursement for such emergency repairs and services from subsequently collected funds otherwise available for such repairs and services under this section.
- g. The power to petition the Court, after notice to the parties, for an order allowing the Administrator to encumber the Property to secure funds to the extent necessary to cover the fees and costs of the Administrator authorized under this Order and to use those funds for those purposes.

- h. The power to petition the Court, after notice to the parties, for an order allowing the Administrator to receive funds made available by any federal or state governing body or municipality for the purpose of covering the fees and costs of the Administrator authorized under this Order and to use those funds for those purposes.
- i. The power to hire, employ and retain attorneys, accountants, appraisers, leasing agents, property inspectors, investigators, security guards, consultants, brokers, property management companies, and any other personnel or employees the Administrator deems reasonably necessary to assist in carrying out its powers and duties as Administrator, and all fees of any such approved professional service providers shall be treated as operating expenses of the administration.
- j. The power to use any business or trade name associated with the Property when such use is necessary for the Administrator to discharge its powers and duties under this Order.
- k. The power to procure, renew, make payment on, or make a claim under any policy of insurance related to the Property that is reasonably necessary to carry out the Court's directions to the Administrator.
- l. The Administrator, shall seek a rental license for the Property from the City of Brooklyn Park. The Administrator may pay the costs of applying for the rental license and reimburse itself with rent money and funds received pursuant to sections 2(f) and 2(g).

6. **Parties' Duties.** Defendant, its agents, representatives, successors, and assigns shall immediately:

- a. Cooperate with and assist the Administrator to the extent necessary so as to enable the Administrator to discharge its powers and duties under this Order.
- b. Deliver to the Administrator all books, records, files, computers, and access devices in the custody, control, or possession of Defendant relating to the operation, ownership, or management of the Property, including, but not limited to, all tenant files, rental agreements, leases, contracts, building files, maintenance files, employee records, insurance records, financial books and records, bank accounts, account numbers, usernames, passwords, answers to security questions, keys, and any other access devices.
- c. Undertake every effort to continue to cause the Property to remain insured, including making the necessary payments.

7. **Order to Tenants re: Payment of Rent.** From the date of service of this Order, all rents shall be paid directly to the Administrator – until further order of the Court. Defendants Yassah and Zephaniah Kaffey are barred from collecting rent by Minn. Stat. § 504B.435. Plaintiff shall serve a copy of this Order on every tenant of the Property whose obligations will be affected by the judgment, pursuant to Minn. Stat. § 504B.431

8. **Instructions.** The Administrator is authorized, if necessary or appropriate, to request instructions from the Court on an expedited basis, regarding any matters that are not anticipated by the broad authority provided to the Administrator by this Order. The Administrator shall make any requests for instructions in writing and shall serve all parties to this action with a copy of its request. The Administrator shall schedule a hearing before the Court on any request for instructions. The Administrator, where possible, shall file and serve its request for instructions at least five (5) days before the hearing. *Ex parte* relief may be sought by the Administrator in appropriate cases.

9. **Expenses.** Pursuant to Minn. Stat. § 504B.445, subd. 3, the Court may allow the Administrator to deduct and compensate itself in a reasonable amount for its services and the expense of the administration. The Administrator is directed to submit its proposed monthly fee to the Court for review. The Court will review and issue a subsequent order as necessary.

10. **Reports of Compensation and Reimbursement.** The Administrator's compensation and reimbursements shall be disclosed in the periodic interim reports filed with the Court and are subject to appropriate objections by the parties-in-interest. As and when the Administrator receives payment or reimbursement, it shall provide a detailed statement of its services and expenses to the parties to this action and the Court. Any objections to the Administrator's fees or expenses must be filed with the Court and served on the parties within seven (7) days after receipt of the Administrator's statements, at which point the Court may schedule a hearing on the objection. If no objections are served and filed within the seven-day deadline, the fees and expenses of the Administrator shall be deemed approved by the Court.

11. **Reports.** The Administrator shall file with the Court and shall serve on all parties appearing in this action, or counsel for the parties, periodic interim reports, but not less than quarterly, providing an accounting of business activities relating to the Property and the Administrator's actions in connection with its administration of the Property. The Administrator shall produce the report in the usual format utilized by the Administrator. The Administrator shall also provide a monthly report of expenditures and receipts and a reconciliation of expenses and revenue to the parties no later than the tenth day of the month.

12. **Administrator's Liability.** The Administrator shall not be held personally liable for any obligations of any party to this proceeding, including, but not limited to Defendant or any obligations associated with the ownership, management or control of the Property in the performance of its duties under this Order except for misfeasance, malfeasance, or nonfeasance of office.

13. **No Limits on the Parties' Rights.** Nothing contained in this Order limits any right or remedy available to the parties.

14. **Termination.** The Administrator shall serve as administrator of the Property until further order of this Court, pursuant to Minn. Stat. § 504B.461, terminating the administration. A motion seeking to terminate the administration under this Order may be filed on an expedited basis or shortened notice. Following termination, the Administrator shall file with the Court its final accounting and any other item required by Minn. Stat. § 504B.461, subd. 2. Upon approval by the Court, the Administrator shall be discharged.

15. **Costs.** Plaintiff is awarded the following costs which shall be collected by the Administrator and paid over to the City:

- a. \$1,069.00 for outstanding utility bills;
- b. \$500 for attorneys' fees; and
- c. All costs, fees, and expenses incurred by the City in this matter

16. Pursuant to Minn. Stat. 504B.445 subd. 4, the municipality of Brooklyn Park may recover disbursements for administrator costs by special assessment on the real estate affected, bearing interest at the rate determined by the municipality, but not to exceed the rate established for finance charges for open-end credit sales under section 334.16, subdivision 1, clause (b). The assessment, interest, and any penalties shall be collected as are special assessments made for other purposes under state statute or municipal charter.

17. **REVIEW HEARING:** This is scheduled for a review hearing on **January 31, 2019, at 8:30 a.m.** Both parties shall come to C-3 Government Center for courtroom assignment.

☒ **LET JUDGMENT BE ENTERED ACCORDINGLY**

Recommended by:

Approved by the Court:



Mark Labine, Referee

Dated: October 5, 2018



District Court Judge

Dated: Oct 08, 2018

JUDGMENT

THE FORGOING SHALL CONSTITUTE THE JUDGMENT
AND JUDGMENT ROLL OF THE COURT

SARAH LINDAHL-PFIEFFER, COURT ADMINISTRATOR

ENTERED Oct 08, 2018

BY 

STATE OF MINNESOTA

FOURTH JUDICIAL DISTRICT

COUNTY OF HENNEPIN

DISTRICT COURT

City of Brooklyn Park, a municipal
corporation under Minnesota law,
Plaintiff/Tenant,

vs.

Yassah and Zephaniah Kaffey,
Defendants/Building Owners.

Court File No.: 27-CV-HC-18-3916
27-CV-HC-18-3919

**ORDER DISCHARGING
ADMINISTRATOR**

This matter came on for review before the Honorable Mark Labine, Referee of District Court, on July 3, 2019.

Elizabeth Brodeen-Kuo is Attorney for Plaintiff. Defendants are represented pro se.

Based upon the verified petition, testimony, evidence, and arguments presented, and all of the files, records, and proceedings, the Court makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Plaintiff is an interested party as defined under Minn. Stat. § 504B.395.
2. This action concerns a rental dwelling in the City located at 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445, PID No. 20-119-21-22-0038, Hennepin County, Minnesota (the "Property"). The dwelling consists of a side-by-side duplex with two rental units.
3. Defendants Yassah and Zephaniah Kaffey own the Property. Defendants Yassah and Zephaniah Kaffey ("Defendants") operate the Property as a rental building with residential tenants, as defined in Minn. Stat. § 504B.001. Defendants are the landlords of the Property. Defendants' address is listed as 1720 Winnetka Avenue N, Golden Valley, MN 55427.
4. When the Tenant Remedy Action (hereafter "TRA") and the Emergency Tenant Remedy Action (hereafter "ETRA") were filed on September 7, 2018, the property was occupied by two Tenants, who were paying monthly rent of \$1,500 each for a total of \$3,000 per month.
5. Plaintiff filed a TRA and a ETRA petition after the City Inspector found violations on the Property which the Defendants failed to remedy, including:
 - a. Broken sliding glass doors in both units;
 - b. No functioning garbage services;
 - c. Garbage throughout the properties, including in garages and sheds;
 - d. Broken front door;
 - e. Improper dryer vent in violation of City Code;
 - f. Gas services shut off;
 - g. Roach infestation; and

h. Water leakage across basement hall floor.

6. On October 8, 2019, the Court appointed Scott E. Simonett, dba Epic Property Services, as Administrator of the following property: (hereinafter may be referred to as “Administrator”).

7. The Administrator was ordered to complete all necessary repairs needed to bring the property located at 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445 into compliance with the City of Brooklyn Park Housing Code Requirements.

8. The Administrator filed a final written report and accounting with the court on June 18, 2019 and Defendants were given 14 days or until July 2, 2019 to request a hearing on this final report.

9. Defendants have not filed a request for a hearing on the final accounting of the Administrator.

Based upon the above Findings of Fact and Conclusions of Law, the Court makes the following:

ORDER

1. The Administrator, Scott Simonett, dba Epic Property Services is terminated from the administration and discharged as the administrator of the property located at 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445.

2. The City of Brooklyn Park may impose a special assessment on the property for payment of all Administrator costs and City costs and attorney fees as authorized by Minn. Stat. 504B.445 subd. 4. and Minn. Stat. 504B.425. The assessment, interest and any penalties shall be collected as are special assessments made for other purposes under state statute or municipal charter.

3. This order does not prevent the city from recovering its court costs or fees related to these action, consistent with City ordinance and municipal charter.

4. All future rents from the above properties shall be paid to the Defendants Yassah and Zephaniah Kaffey.

5. Service of Order: The Clerk of Court shall either deliver in person or mail a copy of this Order by first class mail to the parties.

☒ LET JUDGMENT BE ENTERED ACCORDINGLY

Recommended by:

Approved by the Court:



Mark Labine, Referee
Dated: July 3, 2019



District Court Judge
Dated: July 8, 2019

JUDGMENT

I Hereby Certify that the above Order
Constitutes the Entry of Judgment of the Court
Sarah Lindahl-Pfieffer, Court Administrator

By 
Jul 08, 2019



EPIC PROPERTY SERVICES

12550 West Frontage Road

Suite 205

Burnsville, MN 55337

Phone: (952) 666-7423

www.epicpropertyservicesinc.com

Invoice Number: 8448-8450-1

Invoice Date: 6/6/2019

Service Address: 8448/8450 Sumter Circle N
Brooklyn Park, MN 55445

Bill To: City of Brooklyn Park
5200 85th Ave N
Brooklyn Park, MN 55443

| Description | Total |
|---|--------------|
| Orkin Pest Control | |
| Entire home (2) side by side duplexes treated with an instant kill product and additional two day follow up with residual lay to kill eggs that haven't hatched | \$ 3,462.30 |
| Rental License | |
| Submitted to City of Brooklyn Park (\$150.00 each unit) | \$ 300.00 |
| Laquita | |
| Hotel stay 10/24/18 and 10/25/18 during pest control services Occupants must be vacated | \$ 233.88 |
| Quality Construction Pro LLC | |
| Paid for partial work 11/16/18 | \$ 10,976.46 |
| Paid for partial work 1/23/19 | \$ 19,116.89 |
| Paid final invoice 8450 1/29/19 | \$ 2,818.83 |
| Paid final invoice 8448 5/1/19 | \$ 19,120.77 |
| Full Circle Law | |
| Attorney Fees 11/09/2018 | \$ 439.87 |
| Attorney Fees 3/01/2019 | \$ 853.88 |
| Attorney & Lease fees 6/05/19 | \$ 684.11 |
| Air Mechanical 8450 INVOICE 11/20/2018 | |
| HVAC- NO Heat, maintenance related issue Air Filter was sucked into blower wheel, high limit trip, dirty flame sensor, dirty blower wheel | \$ 361.10 |
| Air Mechanical Invoice 5/01/19 | |
| General maintenance for 8450 AC and 8448 AC/Furnace | \$ 696.60 |

| Description | Total |
|--|--------------|
| Air Mechanical 5/06/19 | |
| 8450 Service furnace was not working per tenant- replaced fuse | \$ 126.50 |
| Anderson Plumbing | |
| 8450 Invoice 1 see attached description | \$ 3,943.35 |
| 8450 Invoice 2 final see attached description | \$ 3,943.35 |
| 8448 Invoice 1 see attached description | \$ 3,943.35 |
| 8448 Invoice 2 see attached description | \$ 3,943.35 |
| Tressel Renovations | |
| 8450 Invoice 1 see attached description | \$ 4,498.06 |
| 8450 Invoice 2 see attached description | \$ 1,932.00 |
| 8448 invoice see attached description | \$ 13,019.14 |
| Morningside Construction Invoice 8448/8450 | |
| see attached invoice 8450 | \$ 7,186.38 |
| see attached invoice 8450 | \$ 2,787.60 |
| see attached invoice 8448 | \$ 7,121.95 |
| Heider Handyman LLC | |
| see attached invoice 8448 | \$ 5,934.00 |
| Sears 8448 | |
| Kenmore 60309 14.5 cu ft. Top-Freezer Refrigerator | \$ 1,074.08 |
| Kenmore 92616 4.9 cu ft. Electric Range | |
| delivery, installation, and haul away | |
| Sears 8450 | |
| Kenmore 76399 11 cu ft. Top Freezer | \$ 1,430.58 |
| Kenmore 92619 4.9 cu electric range | |
| Frigidaire FBD2400KS dishwasher | |
| Lowes 8448 | |
| Frigidaire 24 inch dishwasher FFCD2413UB | \$ 375.74 |
| JACK PIXLEY CHIMNEY | |
| 8450 chimney inspection and cleaning- see attached invoice | \$ 369.84 |
| 8448 chimney inspection and cleaning- see attached invoice | \$ 320.26 |
| Hunt Electric | |
| see attached invoice 8450 | \$ 1,529.62 |
| SEE attached invoice 8448 | \$ 3,490.40 |

| Description | Total |
|--|----------------------|
| CenterPoint Energy | |
| 8450 Sumter Circle N Paid 2/28/19 | \$ 148.82 |
| 8448 Sumter Circle N Paid 3/28/19 | \$ 179.77 |
| 8448 Sumter Circle N Paid 4/10/19 | \$ 102.13 |
| 8448 Sumter Circle N Paid 5/30/19 | \$ 44.50 |
| The Dascher Company | |
| Appraisal Report 2/18/19 | \$ 920.00 |
| Rents Received Joan Eggert | |
| November 1st, 2018 | \$ (1,500.00) |
| December 1st, 2018 | \$ (1,500.00) |
| January 1st, 2019 | \$ (1,499.48) |
| February 1st, 2019 | \$ (1,500.00) |
| March 1st, 2019 | \$ (1,500.00) |
| April 1st, 2019 | \$ (1,500.00) |
| May 1st, 2019 | \$ (1,500.00) |
| June 1st, 2019 | \$ (1,500.00) |
| Rents Received - NEW LEASE 8448 | |
| June 1st 2019 | \$ (640.00) |
| *Collection of first month rent new tenant 8448 minus agreed upon fees | |
| | \$ 114,789.98 |



PEST CONTROL
World's Best

SPECIAL SERVICE AGREEMENT

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN
BRANCH MANAGER, WHO HAS THE SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

| | | | | | | | | | | | | | | | | | | | | | | |
|--|----------------------|--|---|-------------------------------------|-------------------|-------------------|------------------|--------------------|----|---|-------------------|------------------|--|------------|-------------------|---|-------------|----------------------|--|-------------|----------------|--|
| ROUTE # 1234 | GRID # | SERVICE DAY | BUSINESS TYPE | DATE 10/18/2018 | | | | | | | | | | | | | | | | | | |
| ACCOUNT NAME (CUSTOMER) EPIC Property Services, Inc. | | | BRANCH OFFICE 546 | PHONE (651) 488-1121 | | | | | | | | | | | | | | | | | | |
| SERVICE ADDRESS: NUMBER, STREET 8450-8448 Sumter Circle North | | | BILLING ADDRESS: NUMBER, STREET 12550 West Frontage Road Suite 205 | | | | | | | | | | | | | | | | | | | |
| CITY, STATE, ZIP CODE Minneapolis Minnesota 55445 | | | CITY, STATE, ZIP CODE Burnsville, MN 5533 | | | | | | | | | | | | | | | | | | | |
| TYPE AND NO. OF STRUCTURES TO SERVICE Duplex (2) SIDE by SIDE Homes will be treated. | | | PERSON TO CONTACT Sherra Platt | | | | | | | | | | | | | | | | | | | |
| PESTS TO BE TREATED (SPECIFIC OCCASIONAL INVADERS) (DO NOT ABBREVIATE) COCKROACHES and all common INSECTS in both side by side DUPLEXES will be eliminated. If homes are vacated for two days our TREATMENTS will be most effectively be applied to achieve optimum results. | | | SERVICE PHONE | OFFICE PHONE 612-205-4127 | | | | | | | | | | | | | | | | | | |
| PROBLEM AREAS ENTIRE HOMES (2) side by side Duplexes will be treated with an INSTANT KILL PRODUCT. Then we'll go back there in TWO days to do a Followup Treatment and lay a RESIDUAL down to KILL eggs that haven't hatched. Once residual is dry it's safe for residents to return. | | | PRODUCTS PURCHASED ORKIN Products to eliminate Cockroaches. | | | | | | | | | | | | | | | | | | | |
| SPECIAL INSTRUCTIONS <input checked="" type="checkbox"/> 1 TREATMENT <input type="checkbox"/> 2 TREATMENTS <input type="checkbox"/> (OTHER) ONE Treatment w/Followup in (2) days. | | | I agree to pay Orkin Pest Control the below amount at this time for treatment of the pest(s) indicated. | | | | | | | | | | | | | | | | | | | |
| This Special Service Agreement is guaranteed for 30 days only, and WILL NOT provide permanent control. For CONTINUOUS protection and control, we strongly recommend a REGULAR PEST CONTROL SERVICE. | | | <table> <tr> <td>SERVICES RENDERED</td> <td>\$ 2800.00</td> <td>PAYMENT MADE BY:</td> </tr> <tr> <td>PRODUCTS PURCHASED</td> <td>\$</td> <td><input type="checkbox"/> PO # PAID IN FULL</td> </tr> <tr> <td>SALES/SERVICE TAX</td> <td>\$ 210.70</td> <td><input type="checkbox"/> CHECK <input type="checkbox"/> CASH</td> </tr> <tr> <td>AMOUNT DUE</td> <td>\$ 3010.70</td> <td><input checked="" type="checkbox"/> PAYMENT OPTION FORM</td> </tr> <tr> <td>AMOUNT PAID</td> <td>(\$ 3010.70)</td> <td></td> </tr> <tr> <td>BALANCE DUE</td> <td>\$ 0.00</td> <td></td> </tr> </table> | | SERVICES RENDERED | \$ 2800.00 | PAYMENT MADE BY: | PRODUCTS PURCHASED | \$ | <input type="checkbox"/> PO # PAID IN FULL | SALES/SERVICE TAX | \$ 210.70 | <input type="checkbox"/> CHECK <input type="checkbox"/> CASH | AMOUNT DUE | \$ 3010.70 | <input checked="" type="checkbox"/> PAYMENT OPTION FORM | AMOUNT PAID | (\$ 3010.70) | | BALANCE DUE | \$ 0.00 | |
| SERVICES RENDERED | \$ 2800.00 | PAYMENT MADE BY: | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS PURCHASED | \$ | <input type="checkbox"/> PO # PAID IN FULL | | | | | | | | | | | | | | | | | | | | |
| SALES/SERVICE TAX | \$ 210.70 | <input type="checkbox"/> CHECK <input type="checkbox"/> CASH | | | | | | | | | | | | | | | | | | | | |
| AMOUNT DUE | \$ 3010.70 | <input checked="" type="checkbox"/> PAYMENT OPTION FORM | | | | | | | | | | | | | | | | | | | | |
| AMOUNT PAID | (\$ 3010.70) | | | | | | | | | | | | | | | | | | | | | |
| BALANCE DUE | \$ 0.00 | | | | | | | | | | | | | | | | | | | | | |
| <p>Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Bed Bugs, Carpenter Ants, Fire Ants, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of Orkin. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of Orkin. The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests.</p> | | | <p>MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: http://www.adr.org.</p> | | | | | | | | | | | | | | | | | | | |
| <p>Kevin Kennedy ORKIN INSPECTOR 235 East Roselawn Avenue Suite 10 BRANCH ADDRESS: STREET Maplewood MN 55117 CITY, STATE, ZIP CODE</p> | | | <p>CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.</p> | | | | | | | | | | | | | | | | | | | |
| <p>DATE: 10/18/2018</p> | | | <p>CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.</p> | | | | | | | | | | | | | | | | | | | |
| <p>Management Approval - This agreement has been verified and monies have been received as indicated.</p> | | | <p>Accepted By: Signature <input type="checkbox"/> Owner <input type="checkbox"/> Lessee <input checked="" type="checkbox"/> Agent Title TRA</p> | | | | | | | | | | | | | | | | | | | |



PEST CONTROL
World's Best

Customer Name **Erip Property Services** **10/18/2018**
(SAME AS ON AGREEMENT) ENTER DATE OF TRANSACTION
Customer Address **8450-8448 Sumter Circle Nor Minneapolis** **55445**
Minnesota

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.
IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.
IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.
IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.
TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO ORKIN, LLC.

AT **235 East Roselawn Avenue Suite 10** **Maplewood** **MN** **55117** NOT LATER
(Address of Seller's place of business — Orkin Office)

THAN MIDNIGHT OF _____ I HEREBY CANCEL THIS TRANSACTION.
Date — Three Business Days After Date of Transaction

Date

Buyer's Signature
Sherra Platt

Buyer's Name (Print)

ORKIN CAN BEGIN WORK AS SOON AS POSSIBLE. PERMISSION, HOWEVER, SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION.

☐ YES ☐ NO _____ **10/18/2018**
Buyer's Signature Date

LOCATION

**PEST CONTROL**
World's BestCustomer Name **Erip Property Services**

(SAME AS ON AGREEMENT)

10/18/2018

ENTER DATE OF TRANSACTION

Customer Address **8450-8448 Sumter Circle Nor Minneapolis**Minnesota **55445****NOTICE OF CANCELLATION**

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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AT **235 East Roselawn Avenue Suite 10** **Maplewood** **MN** **55117** NOT LATER

(Address of Seller's place of business — Orkin Office)

THAN MIDNIGHT OF _____ I HEREBY CANCEL THIS TRANSACTION.

Date — Three Business Days After Date of Transaction

Date

Buyer's Signature

Sherra Platt

Buyer's Name (Print)

**PEST CONTROL**
World's BestCustomer Name **Erip Property Services**

(SAME AS ON AGREEMENT)

10/18/2018

ENTER DATE OF TRANSACTION

Customer Address **8450-8448 Sumter Cir N****Brooklyn Park** Minnesota **55445****NOTICE OF CANCELLATION**

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

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AT **235 East Roselawn Avenue Suite 10** **Maplewood** **MN** **55117** NOT LATER

(Address of Seller's place of business — Orkin Office)

THAN MIDNIGHT OF _____ I HEREBY CANCEL THIS TRANSACTION.

Date — Three Business Days After Date of Transaction

Date

Buyer's Signature

Sherra Platt

Buyer's Name (Print)

(CUT OR TEAR ALONG DOTTED LINE)

ORKIN CAN BEGIN WORK AS SOON AS POSSIBLE. PERMISSION, HOWEVER, SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION.

☐ YES ☐ NO

Buyer's Signature

10/18/2018

Date

CUSTOMER

City of Brooklyn Park
5200 35th Ave N
Brooklyn Park, MN 55443
Phone: (763) 424-8000

Date: 10/18/2018
Receipt: 2018-00106086
Cash Drawer: Bus-License
Received From: KAFFEY, YASSAH

| | |
|----------------|--------|
| LICENSE | 150.00 |
| LICENSE | 150.00 |
| Receipt Total | 300.00 |
| Total Charge | 300.00 |
| Total Remitted | 300.00 |
| Total Received | 300.00 |

Customer Copy

THANK YOU!



La Quinta Inn & Suites Brooklyn Park
7011 Northland Circle
Brooklyn Park, MN 55428
(763) 971-8000

Eggert, Joan
x
BROOKLYN PARK, MN 55428
Company: L

Folio#: 6158267372
Room: 205
Arrival: 10/24/18
Departure: 10/26/18
Returns Club No :
Voucher/Ship/PO:

| Trans # | Date | Description | Charges | Payments | Balance |
|---------|------------|-----------------------------------|---------|----------|----------|
| 1360239 | 10/24/2018 | Rm: 205 BAR - Best Available Rate | \$92.00 | \$0.00 | \$92.00 |
| 1360240 | 10/24/2018 | TAX - OCCUPANCY - CITY | \$2.90 | \$0.00 | \$94.90 |
| 1360241 | 10/24/2018 | TAX - OCCUPANCY - STATE | \$6.33 | \$0.00 | \$101.23 |
| 1360242 | 10/24/2018 | TAX - TRANSIT IMPROVEMENT | \$0.46 | \$0.00 | \$101.69 |
| 1360593 | 10/25/2018 | Rm: 205 BAR - Best Available Rate | \$92.00 | \$0.00 | \$193.69 |
| 1360594 | 10/25/2018 | TAX - OCCUPANCY - CITY | \$2.90 | \$0.00 | \$196.59 |
| 1360595 | 10/25/2018 | TAX - OCCUPANCY - STATE | \$6.33 | \$0.00 | \$202.92 |
| 1360596 | 10/25/2018 | TAX - TRANSIT IMPROVEMENT | \$0.46 | \$0.00 | \$203.38 |
| 1360807 | 10/26/2018 | CC PMT - VISA ... 6853 | \$0.00 | \$203.38 | \$0.00 |
| | | | | Balance: | \$0.00 |

Signature:

THANK YOU
WE APPRECIATE YOUR BUSINESS

| Project | Labor | Material |
|--|---------------|----------|
| Change locks unit 8450 | \$55.00 | \$53.84 |
| Change locks unit 8448 | \$55.00 | \$53.84 |
| Dumpster | | \$487.62 |
| Cleanout 12 hours @ \$110.00 per hour | \$1,320.00 | |
| \$110.00 per hour consists of two people. (1) \$60.00 (1) \$50.00 | | |
| Carpet removal includes stairs. 5.5 hrs @ \$110.00 | \$605.00 | |
| Removal of debris in yard and mow the lawn. 5hrs @ \$110.00 | \$550.00 | |
| Haul away, refrigerator, tire, stove, and tv. 1hr +disposal fee | \$110.00 | \$75.00 |
| Break out 12 inches of concrete ar and repour. 7hrs @ \$110 | 8450 \$770.00 | \$147.83 |
| Breakout concrete landing. 8448 6hrs @ \$110 | \$660.00 | \$156.23 |
| Tear out concrete in driveway and replace. 8hrs @ \$110.00 | \$880.00 | \$271.42 |

| | | | |
|--|-------------|-----------|------------|
| Bid | | | |
| Remove and replace overhead door. Labor \$: \$225.00 | Actual | \$220.00 | \$277.38 |
| Drywall interior of garage. Bid was \$965.00 7.5hrs | Actual | \$825.00 | \$118.16 |
| Clean and Reset windows to make them operate. Bid was \$735.00 | Actual | \$605.00 | |
| Remove door to water shutoff room. Bid was \$85.00 | Actual | \$45.00 | |
| Add complete dryer vent exhaust. Bid was \$545.00 | Actual | \$360.00 | \$61.54 |
| Sump pump with check valve. Bid \$335.00 | Actual | \$270.00 | \$260.93 |
| | Total Labor | \$7330.00 | \$1,845.63 |

Material \$1845.63 x 20% (369.12) = \$2214.75 + \$7330.00 (labor) = \$9544.75 Total

Quality Construction Pro LLC
1430 County Rd B East
Maplewood MN. 55109
Office 651-343-6393
Contractor # BC-665377

Invoice

8450 Sumter Circle
Brooklyn Park MN

| | |
|---|--------------------|
| Building permit purchase. | \$198.53 |
| Move basement wall to make opening 36' | \$820.00 |
| Remove and replace the shower, vanity and drywall. Install new floor. | \$6750.00 |
| Install battery operated co/smoke detector within 10' of the bed rooms. | \$96.45 |
| Replace siding on the back and front of units. | \$2145.00 |
| Replace bath fan, ductwork and outside damper. | \$625.00 |
| Repair ceiling grid and replace tiles. | \$345.00 |
| Install a door to the opening under the stairs. Seal door to keep the cold out. | \$365.00 |
| Repair the steps going to the basement. Sheetrock the underside. Add new handrail. | \$590.00 |
| Drywall repairs. Paint walls and ceiling. | \$1875.00 |
| Install new front door. Reinstall storm door. | \$775.00 |
| Install a new door to the lower front bedroom. Includes battery operated smoke alarm. | \$580.00 |
| Total window repair and egress replacement window. (all windows on the lower side was \$2072.30) Paid \$735.00 for the 3 rear windows. Remainder on line 24. | \$1337.00 |
| Seal hole around line set going into the house. | \$85.00 |
| Additional items purchased. Furnace filters (3 pack) | \$11.79 |
| Replace bedroom light with ceiling tile bracket. | \$24.62 |
| Total | \$16,623.39 |
| PAID | |
| Additional charges | |
| Carpet install | \$2153.55 |
| Co and smoke detectors | \$87.61 |
| Trash disposal. | \$125.00 |
| Stain window area as well as handrail. | \$85.00 |
| Additional approve charges. | \$2451.16 |

Quality Construction Pro LLC
1430 County Rd B East
Maplewood MN. 55109
Office 651-343-6393
Contractor # BC-665377
Proposal

8450 Sumter Circle
Brooklyn Park MN

| | |
|---|-----------|
| Building permit purchase. | \$198.53 |
| Remove and replace the shower, vanity and drywall. Install new floor. | \$6750.00 |
| Install battery operated co/smoke detector within 10' of the bed rooms. | \$96.45 |
| Replace bath fan, ductwork and outside damper. | \$625.00 |
| Repair the steps going to the basement. Sheetrock the underside. Add new handrail. | \$590.00 |
| Drywall repairs. Paint walls and ceiling. | \$1875.00 |
| Additional patch repair in living room and rear bedroom. Re-spray | \$545.00 |
| Remove and Rebuild bottom of sill on lower window. Only one set. Add a piece of siding underneath. Sill only. Doesn't include windows. To be determined if windows are damaged. | \$775.00 |
| Dumpster | \$647.84 |
| Carpet upstairs. | \$2153.55 |
| Remove water heater. | \$115.00 |

(\$17803.37 Original bid I sent but some work didn't need to be done. The other work was done by the other contractor without my knowledge.)

New total from above (14,371.37)

Additional Items

| | |
|---|---------------------------|
| Additional \$85.00 for trash from tenant. | \$85.00 |
| Windows | (2) @ \$386.23 = \$772.46 |
| Additional permit fee | \$70.00 |
| Outlets, G.F.I , electrical etc.(for electrician) | \$87.93 |
| Fireplace repaired to code. | \$425.00 |
| Replace doors and repaired. Code | \$700.00 |
| Construction debris removal | \$115.00 |

Total from additional approved items \$2255.39

Total from original bid 14,371.37 + \$2255.39 = **(\$16626.76 New Total)**

FULL CIRCLE LAW

2233 University Ave W #150
St. Paul, MN 55114

INVOICE

BILL TO:
Scott E. Simonett, dba Epic Property Services

DATE: 11/9/2018

| DESCRIPTION OF SERVICES: | Date | Time | Amount | Sub-total |
|--------------------------|------|------|--------|-----------|
|--------------------------|------|------|--------|-----------|

TRA - 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445

| | | | | |
|---|------------|------|----------|----------|
| Client meeting (at premises) | 10/11/2018 | 1.20 | \$0.00 | \$0.00 |
| Review TRA documents from client | 10/12/2018 | 0.50 | \$0.00 | \$0.00 |
| Review existing lease & rental documents; research alternative options for revised lease | 10/23/2018 | 0.60 | \$225.00 | \$135.00 |
| Send correspondence to building owner regarding Epic as court appointed administrator and request opportunity to discuss how property can be returned back to owner | 10/23/2018 | 0.20 | \$225.00 | \$45.00 |
| Provide draft lease to client | 10/23/2018 | 0.20 | \$225.00 | \$45.00 |
| Review draft lease | 10/25/2018 | 0.50 | \$225.00 | \$112.50 |
| Make changes to new lease | 11/5/2018 | 0.20 | \$225.00 | \$45.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |

SUB-TOTAL: **\$382.50**

CREDITS:

Funds on retainer: **\$0.00**

Balance due upon receipt: **\$382.50**

FULL CIRCLE LAW

2233 University Ave W #150
St. Paul, MN 55114

INVOICE

BILL TO:
Scott E. Simonett, dba Epic Property Services

DATE: 3/1/2019

DESCRIPTION OF SERVICES:

| | Date | Time | Amount | Sub-total |
|--|-----------|------|----------|-----------|
| TRA - 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445 | | | | |
| Attend January 31, 2019 review hearing | 1/31/2019 | 0.80 | \$225.00 | \$180.00 |
| Conference call with client & City to discuss January 31, 2019 court order | 2/6/2019 | 0.40 | \$225.00 | \$90.00 |
| Client meeting; prepare for court hearing; discuss scenarios presented by court and how to treat mortgage payments | 2/12/2019 | 0.50 | \$225.00 | \$112.50 |
| Conference call with client & City to discuss January 31, 2019 court order | 2/13/2019 | 0.60 | \$225.00 | \$135.00 |
| Court hearing | 2/21/2019 | 0.80 | \$225.00 | \$180.00 |
| Amend lease for client | 2/28/2019 | 0.20 | \$225.00 | \$45.00 |

EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2749

75-1523/960

Date

4/19/19

PAY to the
order of

Full Circle Law

\$742.50

Seven Hundred Forty Two and fifty

Dollars

Photo
Safe
Deposit
Details on back

ANCHOR BANK

FOR

TRA

SUB-TOTAL:

\$742.50

CREDITS:

Funds on retainer:

\$0.00

Balance due upon receipt:

\$742.50

FULL CIRCLE LAW

2233 University Ave W #150
St. Paul, MN 55114

INVOICE

BILL TO:
Scott E. Simonett, dba Epic Property Services

DATE: 6/5/2019

DESCRIPTION OF SERVICES:

| | Date | Time | Amount | Sub-total |
|--|-----------|------|----------|-----------|
| <i>TRA - 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445</i> | | | | |
| Lease up unit 8448 | 5/29/2019 | 2.20 | \$225.00 | \$495.00 |
| Purchase & install peel & stick floor tiles (menards) | 5/30/2019 | | \$55.93 | \$55.93 |
| Purchase & program garage door opener; cut 2 keys for tenants (Fleet Farm) | 5/31/2019 | | \$44.05 | \$44.05 |

SUB-TOTAL: \$594.98

CREDITS:

June Rent for 8448 \$640.00

Refund / balance owed Client

\$45.02

Air Mechanical, Inc.
16411 Aberdeen Street NE
Ham Lake, MN 55304
(763) 434-7747 Fax (763) 434-1699

Service Work Order

Work Order # 339135
Scheduled Date 11/20/2018
Tech Assigned MIKE SIMON

Service ZEPHANIAH KASSEY
Location: 8450 SUMTER CIRCLE N
BROOKLYN PARK, MN 55445

Priority: Normal

Job #:

Permit #:

Alt WO #:

Call Type: REGULAR

Problem: SV-NO HEAT

Call Taken By: ebunkholt

Bill To: ZEPHANIAH KASSEY
8450 SUMTER CIRCLE N
BROOKLYN PARK, MN 55445

Primary Contact:

Phone #:

Mobile #:

Alternate Contact: SHERRA PLATT EPIC PROI

Phone #: (612) 205-4127

Mobile #:

Agreement Period: Coverage From: To:

Comments:

ANYTIME * LCK BX = 1560 * CALL SHERRA 612-205-4127 NO HEATAMI INSTALLED 5/17/16 CUST HAS EXT
WTY 10 YR P & 5 L COLLECT \$110 + REPAIRS IF NOT WTY. CALL SHERRA FOR AUTH ON REPAIRS SHE
WILL GIVE YOU CC EB

Work Order Notes:

11/20/2018 MIKE S-

NO HEAT. THIS IS A MAINTENANCE RELATED ISSUE. FILTER WAS PLUGGED SOLID. FILTER WAS
SUCKED INTO BLOWER WHEEL, CAUSING HIGH LIMIT TRIP, FOUND DIRTY FLAME SENSOR, AND
BLOWER WHEEL IS VERY DIRTY (SHOULD BE CLEANED). NO FILTER CURRENTLY IN RETURN.

ACCEPTED;
GEN152706-0030 MINOR REPAIR 2 \$204/175
TRIP/DIAG \$110

DECLINED;
GEN152043 BLOWER WHEEL CLEAN \$300/256
HCP SILVER \$234

COLL'D;
\$314 CC AUTH #324435252277

Equipment Information:

| Model # | Serial # | Description | Install Date |
|-------------------|------------|--|--------------|
| AMH80603AN | 1604140629 | AMANA FURNACE 10YR P & 5YR L | 5/17/2016 |
| TH5110D1006 FOCUS | | HONEYWELL THERMOSTAT 10YR P & 5YR L | 5/17/2016 |
| 16X25X1 | TS #191038 | | |

| Parts: | Travel: | Diaanose: | Repair: |
|--------|---------|-----------|---------|
| _____ | _____ | _____ | _____ |



Air Mechanical Inc
16411 Aberdeen St N
Ham Lake, MN 55304
(763) 434-7747

To:
EPIC PROPERTY SERVICES

Generated on: May 01, 2019
Invoice Number: SV

Balance Due: \$0.00

| | | Subtotal | \$0.00 |
|--------------------------------|----------------------|----------------------|----------------------|
| | | Tax | \$0.00 |
| | | Total | \$604.00 |
| | | | |
| <i>Payments Applied</i> | <i>Method</i> | <i>Status</i> | <i>Amount</i> |
| 04/25/2019 | Visa x6853 | Settled | \$ 384.00 |
| 04/25/2019 | Visa x6853 | Settled | \$ 220.00 |
| | | Total Paid | \$604.00 |
| | | Balance Due | \$0.00 |

Invoice

Invoice Date: 5/1/2019
Invoice No.: 232097
Customer ID: 8450SUMTER

16411 Aberdeen Street NE
Ham Lake, MN 55304
(763) 434-7747 Fax (763) 434-1699

Service at: ZEPHANIAH KASSEY
8450 SUMTER CIRCLE N
BROOKLYN PARK, MN 55445

Bill to: ZEPHANIAH KASSEY
8450 SUMTER CIRCLE N
BROOKLYN PARK, MN 55445

Work Order #: 351339

Call Date: 4/29/2019

PO Number:

Contact:

Comments: 8-1 SHERRA 612-205-4127 FURNACE NO HEAT, WE WERE OUT ON 4/25/19 TO DO AN AC CERTIFICATION, TECH TO DETERMINE WTY AND IF CERT CAUSED FURNACE ISSUE COLL \$110 + REPAIRS IF NOTPAYMENT INFO UNDER AR# 8448SUMTER CC#6853, CONTACT PROP MGR TO COLL. KJ

Description: 5/1/2019 LARRY H -

FURN NO HEAT. WAS HERE LAST WEEK FOR A/C TUNE UP/CERT. DISCOVERED BLOWN LOW VOLTAGE FUSE @ CONTROL BOARD. REPLACED AND SYSTEM NOW OPERATING AS DESIGNED.

COMPLETED;
TRIP/DIAG \$110

COLL'D;
\$110 CC AUTH #121683142955

| Date | Description | Quantity | Unit Price | Amount |
|-------------------------------|-----------------|----------|------------|---------------|
| Labor | | | | |
| 5/1/2019 | DIAGNOSTIC ONLY | 1.25 | 0.00 | 0.00 |
| Labor Subtotal | | | | 0.00 |
| Miscellaneous | | | | |
| 5/1/2019 | DIAGNOSTIC/TRIP | 1.00 | 110.00 | 110.00 |
| Miscellaneous Subtotal | | | | 110.00 |

Terms:

| | |
|-------------------|---------------|
| Subtotal: | 110.00 |
| Sales Tax: | 0.00 |
| Total Due: | 110.00 |



ANDERSON PLUMBING CO.

9506 STANLEY AVE. S. • BLOOMINGTON, MN 55437
PHONE: 952-922-3043

Plumbing


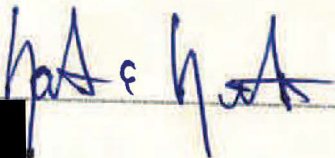
Invoice

| |
|---|
| Bill To |
| Epic Property Services Inc. 12550 West Frontage Rd. Burnsville, Mn. 55337 |

| | |
|------------|-----------|
| Date | Invoice # |
| 12/19/2018 | 2132 |

| | | |
|----------|----------------|---------|
| P.O. No. | Terms | Project |
| | Due on receipt | |

| Quantity | Description | Rate | Amount |
|----------|--|------------------|------------------|
| | Job site; 8450 Sumter Circle No. Brooklyn Park, Mn. First one half payment for plumbing remodel, permit and inspections as per bid of \$6858.00... | 0.00 3,429.00 | 0.00 3,429.00 |

| | | |
|--|--|--|
| EPIC PROPERTY SERVICES INC. 12550 WEST FRONTAGE ROAD BURNSVILLE, MN 55337 | | 2666 75-1523/960 |
| PAY to the order of Anderson Plumbing three thousand four hundred twenty nine ANCHOR BANK | Date 12/21/18 \$ 3429- Dollars | Photo Safe Deposit® Details on back |
| FOR JKA  |  | |

| | | |
|------------------------------------|--------------|------------|
| Thank you for your business. Jerry | Total | \$3,429.00 |
|------------------------------------|--------------|------------|



Plumbing

ANDERSON PLUMBING CO.

9506 STANLEY AVE. S. • BLOOMINGTON, MN 55437
PHONE: 952-922-3043

Invoice

| |
|---|
| Bill To |
| Epic Property Services Inc. 12550 West Frontage Rd. Burnsville, Mn. 55337 |

| | |
|-----------|-----------|
| Date | Invoice # |
| 1/28/2019 | 2148 |

| | | |
|----------|----------------|---------|
| P.O. No. | Terms | Project |
| | Due on receipt | |

| Quantity | Description | Rate | Amount |
|------------------------------------|---|--------------|-------------------|
| | Job site; 8450 Sumter Circle No. Brooklyn Park, Mn. | 0.00 | 0.00 |
| | Bid price for remodeling the West side of the double bungalow, Bathrooms, kitchen, laundry faucet, an misc. piping problems. | 6,858.00 | 6,858.00 |
| | Bid price... | | |
| | First payment 12/19/18... | -3,429.00 | -3,429.00 |
| | Final payment... | 0.00 | 0.00 |
| Thank you for your business. Jerry | | Total | \$3,429.00 |



ANDERSON PLUMBING CO.

9506 STANLEY AVE. S. • BLOOMINGTON, MN 55437
PHONE: 952-922-3043

Plumbing

Invoice

| |
|---|
| Bill To |
| Epic Property Services Inc. 12550 West Frontage Rd. Burnsville, Mn. 55337 |

| | |
|----------|-----------|
| Date | Invoice # |
| 4/4/2019 | 2164 |

| | | |
|----------|----------------|---------|
| P.O. No. | Terms | Project |
| | Due on receipt | |

| Quantity | Description | Rate | Amount |
|----------|--|----------|----------|
| | Job site; 8448 Sumter Circle No Brooklyn Park, Mn.. | 0.00 | 0.00 |
| | First payment for rough-in plumbing, water piping, new shower valves, new silcock hose connection, repair of waste and vent piping, 3/4 cold water valve at the water heater, and repair to the 3/4 cold water main in the water meter lower front closet. Bid price \$6858.00 first half... | 3,429.00 | 3,429.00 |

EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2739

75-1523/960

Date 4/16/19

PAY to the
Order of

Anderson Plumbing

\$ 3,429.-

Three thousand four hundred twenty nine

Dollars

Photo
Safe
Deposit
Details on back

ANCHOR BANK

FOR

TRIA

Handwritten signature

Thank you for your business. Jerry

Total

\$3,429.00



Plumbing

ANDERSON PLUMBING CO.

9506 STANLEY AVE. S. • BLOOMINGTON, MN 55437
PHONE: 952-922-3043

Invoice

Bill To

Epic Property Services Inc.
12550 West Frontage Rd.
Burnsville, Mn. 55337

Date

Invoice #

5/3/2019

2178

P.O. No.

Terms

Project

Due on receipt

| Quantity | Description | Rate | Amount |
|----------|---|------------------|------------------|
| | Job site: 8448 Sumter Circle No. Brooklyn Park. Final invoice for the whole house plumbing remodel. Kitchen fixtures, two bathrooms complete, Other repairs mandated by the City, valve at water heater, new silcock on the north side of the building, and 3/4" cold water line in the meter room that was leaking. Permits and inspections. Bid price... | 0.00 6,858.00 | 0.00 6,858.00 |
| | First payment paid on 4/14/19, \$3429.00... | -3,429.00 | -3,429.00 |
| | Last payment due. \$3429.00... | 0.00 | 0.00 |

EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2757

75-1523/960

Date

5/7/19

\$ 3429

Dollars

Photo Safe Deposit® Details on back

PAY to the order of

Anderson Plumbing

Three thousand four hundred twenty nine and no/100

ANCHOR BANK

FOR

TRIA

[Signature]

Total

\$3,429.00

Tressel Renovations LLC.

Randy Tressel

952-406-0957

randytressel@comcast.net

Client Name: Epic Property Services

Address: 12550 West Frontage Road, suite 205

City, State, ZIP: Burnsville,MN 55337

BALANCE DUE

Upon Receipt

\$3,911.36

| Item Description | Quantity | Price Per | Total |
|--|----------|--------------|------------|
| Labor for 8450 Sumter Circle, Brooklyn Park | | | |
| -demo and redo upstairs bathroom -remove and replace patio doors and fix all structure issues -repair structural walls and drywall -remove and replace kitchen countertops, reset all cabinets, install hardware -install exhaust fan to outside | 61 hrs | \$60 | \$3,660 |
| | | | |
| Materials | | | \$251.36 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | \$3,911.36 |
| | | Less Deposit | |
| | | TOTAL | \$3,911.36 |

11:47



Done

InvoiceTemplate.pages



Tressel Renovations LLC.

Randy Tressel

952-406-0957

randytressel@comcast.net

Client Name: Epic Property Services

Address: 12550 West Frontage Road, suite 205

City, State, ZIP: Burnsville, MN 55337

BALANCE DUE

Upon Receipt

\$1,680

| Item Description | Quantity | Price Per | Total |
|---|----------|-----------|---------|
| Labor: 8450 Sumter Circle, Brooklyn Park | | | |
| -wall repair, mud and tape ready to paint -replace damaged trim -remove stains on walls and ceilings -paint upstairs, ceilings and walls, 2 coats -replace hallway closet door hardware -repair front entry closet doors -replace new bedroom and bathroom doorknobs -fix interior steps up to main living area from entry way | 28 hrs | \$60/ hr | \$1,680 |
| Materials | | | |
| | | | |
| | | | |
| | | | |

Tressel Renovations LLC.

Randy Tressel

952-406-0957

randytressel@comcast.net

Client Name: Epic Property Services

Address: 12550 West Frontage Road, suite 205

City, State, ZIP: Burnsville, MN 55337

BALANCE DUE

Upon Receipt

\$11,320.99

| Item Description | Quantity | Price Per | Total |
|-------------------------|----------|--------------|-------------|
| Labor | 74.5 hrs | \$60/hr | \$4470 |
| -demo | | | |
| -kitchen remodel | | | |
| -bathroom remodel | | | |
| -bedrooms remodel | | | |
| -painting | | | |
| -storm door repair | | | |
| -patio door replacement | | | |
| | | | |
| Materials | | | \$6850.99 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | \$11,320.99 |
| | | Less Deposit | |
| | | TOTAL | \$11,320.99 |

Payments can be mailed to:

Tressel Renovations LLC.
6620 Scandia Road
Edina, MN 55439-1156

Morningside Const.
att: Steve Greenbush
612- 804-8904
bushiee777@gmail.com

Client Name: Epic Property Services

Address: 12550 West Frontage Road, suite 205

City, State, ZIP: Burnsville, MN 55337

BALANCE DUE

Upon Receipt

\$6,249.03

| Item Description | Quantity | Price Per | Total |
|--|----------|--------------|------------|
| Labor: 8450 Sumter Circle, Brooklyn Park | | | |
| -demo and redo upstairs bath -remove/replace patio doors and fix all structure issues -Repair structural walls and drywall, mud and tape ready to paint -remove/ replace kitchen countertops, reset all cabinets, install hardware -install exhaust fan to outside | 61 hrs | \$60/ hr | \$3,660 |
| | | | |
| Materials | | | |
| -Sheetrock, countertops, sliding doors, bathroom vanity, tub and shower surround, door, misc wood and materials | | | \$2114.03 |
| -City of Brooklyn Park building permit | | | \$200 |
| -2 Bagsters | | | \$275 |
| | | | |
| | | Subtotal | \$6,249.03 |
| | | Less Deposit | |
| | | TOTAL | \$6,249.03 |

AT&T LTE

9:47 AM

Done

InvoiceTemplate.pages



Morningside Const.
att: Steve Greenbush
612- 804-8904
bushiee777@gmail.com

Client Name: Epic Property Services

Address: 12550 West Frontage Road, suite 205

City, State, ZIP: Burnsville, MN 55337

BALANCE DUE


Upon Receipt

\$2,424.00

| Item Description | Quantity | Price Per | Total |
|--|----------|--------------|------------|
| Labor: 8450 Sumter Circle, Brooklyn Park | | | |
| -wall repair, mud and tape ready to paint | 31 hrs | \$60/ hr | \$1,860 |
| -replace damaged trim | | | |
| -remove stains on walls and ceilings | | | |
| -paint upstairs, ceilings and walls, 2 coats | | | |
| -install gutter above exterior front door | | | |
| Materials | | | |
| | | | \$564 |
| | | | |
| | | | |
| | | | |
| | | Subtotal | \$2,424.00 |
| | | Less Deposit | |
| | | TOTAL | \$2,424.00 |

5.1F ADMINISTRATOR'S ACCOUNTING OF REPAIRS AND COSTS
Page 47

Mn. Lic. # 6082
 Mpls. Lic. # 3217
 Member BBB


MORNINGSIDE CONSTRUCTION

Date: 4/15/19
 Name: EPIC
 Address: 8418 South Cir
 City: Brooklyn Park
 State, Zip:
 Phone:

3965 Zerthan Ave. So.
 St. Louis Park, MN 55416
 Office: (952) 922-8160 • Cell: (612) 804-8904

Demo Kitchen And Bathroom, bedrooms, Living room
 Install 6' Patio door
 Replace flooring in Kitchen and Bathroom
 Remove and Replace Bedroom window (2)
 Paint entire Upstairs
 Remove and replace broken doors bedrooms and Bathroom (3)
 Rehang Front storm door
 Materials \$613.⁰⁰
 Hours 93 @ 558.⁰⁰
 total \$6,193.⁰⁰

Thanks!

The material is guaranteed to be as specified, and all specifications submitted for above work will be completed in a substantial workmanlike manner for the sum of _____ Dollars \$ _____), with payments to be as follows: 33% down, the remainder on completion, or -

any alteration or deviation from above specifications involving extra costs will be carried out only upon written orders, and will become an extra charge over and above the estimate.
 Minnesota state lien pendence laws applies to this contract.
 this proposal may be withdrawn if not accepted within ____ 30 ____ days.

Acceptance of Proposal

The above prices and specifications are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Accepted _____ Date _____

Heider Handyman LLC
7609 W Lake St
St Louis Park, MN 55426

Invoice

Number 1001

Date 4/15/2019

Bill To
Scott Simonett
Epic Property Services Inc.

Ship To

| | | |
|-----------|-------|---------|
| PO Number | Terms | Project |
|-----------|-------|---------|

| Date | Description | Hours | Rate | Amount |
|------|---|-------|---------|------------|
| | Demo, Finish kitchen, bath room bed rooms, install patio door, replace rotted flooring,remove and relpace 2 windows, paint upstairs area, replace 3 interior doors, rehang front door | 86.00 | \$60.00 | \$5,160.00 |
| | Please make check to John Heider | | | |
| | This Ivoice is for 8448 sumter cir | | | |

| | | | |
|-------------|------------|---------------|------------|
| Amount Paid | \$0.00 | Discount | \$0.00 |
| Amount Due | \$5,160.00 | Shipping Cost | \$0.00 |
| | | Sub Total | \$5,160.00 |
| | | Total | \$5,160.00 |

| 0 - 30 days | 31 - 60 days | 61 - 90 days | > 90 days | Total |
|-------------|--------------|--------------|-----------|------------|
| \$5,160.00 | \$0.00 | \$0.00 | \$0.00 | \$5,160.00 |

Thank You For Your Order

Order #882119051 has been placed

A confirmation email will be sent out shortly to sherrap@epicpropertyservicesinc.com

You get **\$58⁴⁰** CASHBACK in points to use later

[see details](#)

*Returns or cancellations could remove the applicable points from your account

Processing for Delivery

will be delivered on Monday, November 19th 7:00 am - 9:00 pm

Delivery Address

Sherra Platt Joanie Eggert 8448
Sumter Circle N
Minneapolis, MN 55445

Contact Information

sherrap@epicpropertyservicesinc.com
(612) 205-4127

Your delivery checklist

You've scheduled your delivery for Monday, November 19th between 7:00 am - 9:00 pm

We'll call you the evening before your delivery date with a two-hour delivery window.

We'll send delivery updates by text to (612) 205-4127 & emails
to sherrap@epicpropertyservicesinc.com

Learn up on how to get your home ready for delivery and what to expect from our delivery experts. Read [Preparing Your Home for Delivery](#)

5.1F ADMINISTRATOR'S ACCOUNTING OF REPAIRS AND COSTS
Page 50

Sears Protection Agreements

If it breaks, we'll fix it. If we can't fix it, we'll replace it. No hidden fees, no deductibles, no fine print. It really is that simple. [learn more](#)

| | |
|--|---------------------|
| Kenmore 60309 14.5 cu. ft. Top-Freezer Refrigerator - Black | \$449.99 |
| Sold by by Sears | \$417.85 |
| Qty: 1 | |

| | |
|------------------------------------|---------|
| Installation & Services | |
| Haulaway | \$25.00 |

| | |
|---|---------------------|
| Kenmore 92619 4.9 cu. ft. Electric Radiant Range - Black | \$429.99 |
| Sold by by Sears | \$399.28 |
| Qty: 1 | |

| | |
|------------------------------------|-------------|
| Installation & Services | |
| Haulaway | FREE |

Required Parts

| | |
|--|---------|
| Kenmore 99916 49695 3-prong 5' Round Gray Range Cord | \$27.84 |
|--|---------|

[Give Us Feedback](#)

Order Summary

Total: \$933.92**SYW Points**

58,395 Points earned on this order
5,430 Points redeemed on this order

Payment type

Charged \$933.92 to Visa ending in

Billing Address

Sherra Platt 12550 West Frontage Rd
Burnsville, MN 55337

| | |
|-------------------------------|-------------------|
| Regular Price Subtotal | \$1,289.98 |
|-------------------------------|-------------------|

| | |
|---------------------------|-----------------------------|
| Sale Price Savings | -\$410.00 |
|---------------------------|-----------------------------|

| | |
|-----------------------------|-----------------|
| Merchandise Subtotal | \$879.98 |
|-----------------------------|-----------------|

Coupons and Discounts

| | |
|---------|----------------------------|
| Coupons | -\$65.00 |
|---------|----------------------------|

Other Charges

| | |
|-----------|----------------|
| Haul away | \$25.00 |
|-----------|----------------|

| | |
|-----------------------------|----------------|
| Installation required parts | \$29.99 |
|-----------------------------|----------------|

Shop Your Way Points Redemption

| | |
|-----------------|---------------------------|
| Points Redeemed | -\$5.43 |
|-----------------|---------------------------|

5.1F ADMINISTRATOR'S ACCOUNTING OF REPAIRS AND COSTS
Page 51**Shipping & Delivery**

Delivery

FREE

Sales Tax

\$69.38**Total Due****\$933.92**You saved **\$550.42** on this order

Shop Your Way Membership

Want to earn more Shop Your Way points?

Enroll your **Mastercard** or **Visa** in our partner program to earn points when you shop thousands of top brands in beauty, fashion, electronics, dining, travel, entertainment and so much more.

[Enroll Your Card Now](#)

Thank You For Your Order

Order #891505263 has been placed

A confirmation email will be sent out shortly to sherrap@epicpropertyservicesinc.com

You get **\$11⁵²** CASHBACK in points to use later

[see details](#)

*Returns or cancellations could remove the applicable points from your account

Processing for Delivery

will be delivered on Thursday, January 10th 7:00 am - 9:00 pm

Delivery Address

Sherra Platt 8450 Sumter Circle
N
Minneapolis, MN 55445

Contact Information

sherrap@epicpropertyservicesinc.com
(612) 205-4127

Your delivery checklist

You've scheduled your delivery for Thursday, January 10th between 7:00 am - 9:00 pm

We'll call you the evening before your delivery date with a two-hour delivery window.

Learn up on how to get your home ready for delivery and what to expect from our delivery experts. Read [Preparing Your Home for Delivery](#)

\$479.99

5.1F ADMINISTRATOR'S ACCOUNTING OF REPAIRS AND COSTS
Page 53

Kenmore 76399 11 cu. ft. Top-Freezer Fridge with Humidity-Controlled Crisper
- Black
Sold by by Sears
Qty: 1

Kenmore 92619 4.9 cu. ft. Electric Radiant Range - Black \$429.99
Sold by by Sears
Qty: 1

Frigidaire FBD2400KS Dishwasher - Dial Front Control with Stainless Steel \$249.99
Exterior
Sold by by Sears
Qty: 1

[Give Us Feedback](#)

Order Summary**Total: \$1,243.99****SYW Points**

11,516 Points earned on this order
8,390 Points redeemed on this order

Payment type

Charged \$1,243.99 to Visa ending in 6853

Billing Address

Sherra Platt 12550 West Frontage Rd
Burnsville, MN 55337

Regular Price Subtotal \$1,679.97

Sale Price Savings **-\$520.00**

Merchandise Subtotal \$1,159.97

Shop Your Way Points Redemption

Points Redeemed **-\$8.39**

Shipping & Delivery

Delivery **FREE**

Sales Tax \$92.41

Total Due **\$1,243.99**

You saved **\$598.38** on this order

Shop Your Way Membership

Expiring soon!



LOWE'S HOME CENTERS, LLC
11201 FOUNTAINS DR
MAPLE GROVE, MN 55369 (763) 488-2001

**** COME BACK APRIL 21 - APRIL 28 ****
GET \$10 OFF YOUR NEXT IN-STORE \$50
PRODUCT PURCHASE (BEFORE TAXES).
VALID 4/21/19 - 4/28/19 IN-STORE ONLY.
DISCOUNT APPLIED PROPORTIONALLY
ACROSS EACH ELIGIBLE ITEM FOR A TOTAL
DISCOUNT OF \$10 OFF. CAN'T BE
COMBINED W/ANY OTHER OFFER, COUPON,
DISCOUNT; INCLUDING BUT NOT LIMITED
TO CREDIT, MILITARY, OR EMPLOYEE
DISCOUNTS; PRICE MATCH GUARANTEE;
CONTRACTOR PACKS; MANAGER DISCRETION
PRICE ADJUSTMENTS; OR ANY SPECIAL
PRICING/VOLUME DISCOUNT PROGRAMS.
MUST PRESENT COUPON. ONE TIME USE.
CASH VALUE 1/100 CENT. EXCLUDES WEBER,
AGA, MARVEL, HEARTLAND, ICON, MONOGRAM
BOSCH BENCHMARK, FISHER & PAYKEL, SMEG
OR LIEBHERR BRAND APPLIANCES OR
CLEARANCE ITEMS, GIFT CARDS & SERVICES
OR INSTALLATION. VOID IF ALTERED OR
COPIED. CAN'T BE USED TO MAKE CREDIT
CARD PAYMENTS. LOWE'S RESERVES THE
RIGHT TO WITHDRAW COUPON FOR ANY
REASON.



LOWE'S HOME CENTERS, LLC
11201 FOUNTAINS DR
MAPLE GROVE, MN 55369 (763) 488-2001

- SALE -

SALES#: S2627JR2 1929376 TRANS#: 14920587 04-10-19

1054480 FR DW FFCD2413UB (-175052 305.00
[DELIVERY]
2 DELIVERY FEE 0.00

SUBTOTAL: 305.00
TAX: 21.73
INVOICE 14634 TOTAL: 326.73
VISA: 326.73

VISA:XXXXXXXXXXXX6853 AMOUNT:326.73 AUTHCD:310152
KEYED REFID:262714057529 04/10/19 13:25:30
CUSTOMER CODE: epic property

CNP
STORE: 2627 TERMINAL: 14 04/10/19 13:25:42

OF ITEMS PURCHASED: 1
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



LOWE'S DELIVERY SERVICES
FOR SCHEDULE CHANGES:
PLEASE CONTACT YOUR STORE 24 HOURS
IN ADVANCE OF YOUR DELIVERY

FOR DELIVERY INFORMATION, CONTACT
NUMBER AT THE TOP OF YOUR RECEIPT.

THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: NOW HIRING WWW.LOWES.COM

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

* YOUR OPINIONS COUNT! *
* REGISTER FOR A CHANCE TO BE *
* ONE OF FIVE \$300 WINNERS DRAWN MONTHLY! *
* REGISTRESE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE \$300! *
* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* YOUR ID # 14634 2627 100 *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *



www.jackpixleysweeps.com

8201 Central Ave NE Unit H, Spring Lake Park, MN 55432

763.422.0481

Customer: Sherra Platt

Service Address: 8450 Sumter Cir N

Brooklyn Park MN 55445-2144

Phone1: (612) 205-4127

Phone2:

Email: sherrap@epicpropertyservicesinc.com

Billing Address: 8450 Sumter Cir N

Brooklyn Park MN 55445-2144

Technician: **David Reitan CSIA#7901**

Date: 01-17-2019

Start Time: **1215**

End Time: **115**

Cap/TMD: **Rain cover**

Fireplace Type: Masonry

Insert: **Factory built**

Flue Size: **8"**

Flue Type/ # of Tiles: **Stainless**

Home Type: Rambler-Duplex

#Fireplaces: One

Year home:

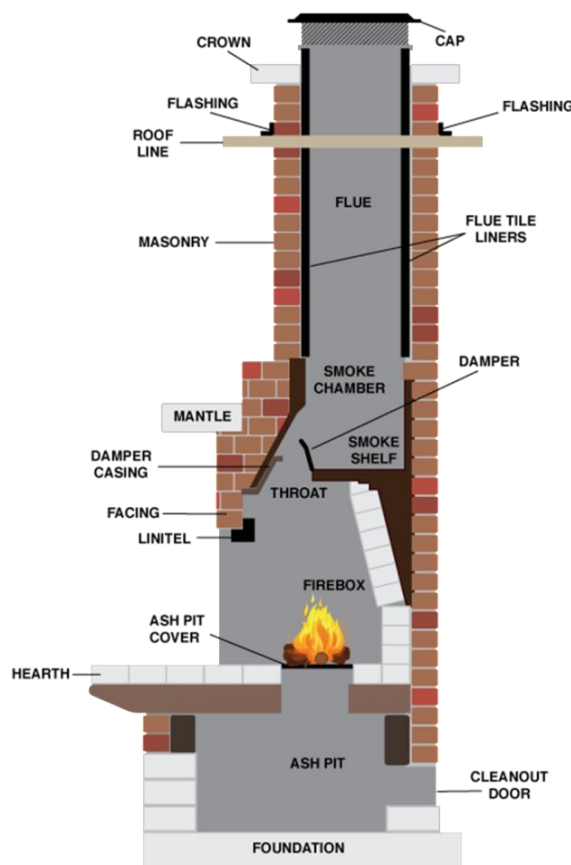
Chimney Location: **Interior**

Roof Type/Pitch: Asphalt **5/12**

Ladder Size: **16'**

☐ Difficult access ☐ Ridge hook required

☐ 2 Man Crew Required ☐ Top down clean only



Copyright 2016 Potomac Services

Notes:

Firebox Measurements

Opening Width x Height:
Depth at Floor:
Depth at 20":
Rear Wall Width:
Rear Wall Height:
Hearth Drop:
Hearth Extension:
Faceplate Max:

Internal Inspection

- ☒ We swept the fireplace flue
- ☒ We performed a closed circuit camera inspection
- ☐ We performed a visual inspection only
- ☐ There is inadequate clearance to combustibles
- ☐ The ceiling of the ash pit was built with wood, or wood was found in the lintel area; this is a potential fire hazard
- ☐ There is a lintel gap that is missing mortar
- ☐ Damper is not functioning
- ☐ We found cracked flue tiles in the fireplace liner, evidence of a sudden occurrence in the past
- ☐ We found areas of missing mortar between flue tiles in the fireplace liner
- ☐ Smoke Chamber has voids
- ☐ We found a hole or breeching in flue liner
- ☐ The clay tiles in this flue are spalling due to age and weathering
- ☐ This fireplace has an unlined flue that is not up to current codes
- ☐ Negative air is present in the home

External Inspection

- ☐ The wash at the top of the chimney is cracked
- ☐ The chimney above the roofline has spalling, loose or deteriorated brick
- ☐ Deteriorated or loose mortar joints
- ☐ There are not screens or rain covers present. We recommend screen and rain cover(s)
- ☐ The flashing around the chimney is bad
- ☐ The chimney height does not meet current code requirements. The code requires every chimney to extend beyond roof level at least 3 feet and be 2 feet taller than anything within 10 feet

Defects and Recommendations

Chimney defects due to:

- ☐ Water, condensation, freeze/thaw
- ☐ Wear & Tear
- ☐ Sudden occurrence: _____
- ☐ Latent defect
- ☐ This chimney may have been constructed according to local codes at the time; however it does not meet current codes or standards

Recommendations:

- ☐ Top Mounted Damper
- ☐ Screen/Rain cover
- ☐ Inspect annually to monitor for deterioration
- ☐ Crown Coat/Water Repellent/Flash Seal
- ☐ Because of the defects noted, this fireplace flue may not contain the by-products of combustion (heat, smoke, creosote, and fire) and we recommend fireplace not be used until repaired.
- ☐ Rebuild _____
- ☐ Fireplace insert
- ☐ Reline flue

Proposal requested: ☐ Yes ☒ No

- ☐ Reline ☐ Other: _____
- ☐ Masonry repair
- ☐ Fireplace Insert ☐ Gas accessible

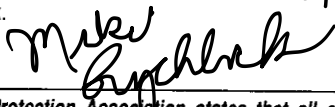
| Description of Work | Price |
|---|---------------------|
| Chimney Sweeping and Inspection (Tax) | \$299.00 |
| Additional Sweep and Inspection (Tax) | |
| | |
| TimBurn / ACS Spray / Creosote Logs (Tax) | |
| | |
| Taxable Subtotal | \$299.00 |
| Tax 7.525% | \$22.50 |
| Evaluation/Inspection Only (No Tax) | \$169.00 |
| | |
| | |
| | |
| PAID BY: CC or Check #_____ Total | \$321.50 |
| Date Completed: <u>1/17/19</u> <input type="checkbox"/> No one Home | |

Note: This report is the result of a general safety inspection. It is intended as a convenience to our customer, not a certification of fire worthiness or safety. Since conditions of use and hidden construction defects are beyond our control, Jack Pixley Sweeps makes no warranty of the safety or function of any appliance/chimney and none is to be implied.

Payable upon receipt. Please pay from this invoice.

CUSTOMER VERIFICATION

I have read this form and now understand which areas of my woodburning system are not satisfactory. I have also made a visual inspection of the area and find it to be soot free and I acknowledge the satisfactory completion of the above described work.

Signature 
The National Fire Protection Association states that all chimneys, fireplaces and vents be inspected annually, cleaned and repaired if necessary.

Forward Schedule Date: _____

Service Agreement: ☐ Current ☐ Left ☐ To Be Mailed ☐ Declined

*** If you would like information regarding repair, please call our office.**

Service Technician's Comments and Photos:

We swept and inspected the factory built fireplace system today and found no defects that would prevent the proper use of this unit, however, the fireplace grate is too large for this unit and should be replaced with a small grate.





View inside the flue system

Sherra Platt

From: donotreply@intuit.com
Sent: Thursday, January 17, 2019 3:58 PM
To: Sherra Platt
Subject: Receipt Confirmation



JACK PIXLEY SWEEPS AND MASONRY
SPRING LAKE PARK, MN, 55432
(763) 422-0481

Receipt

VISA 6853

Entry Method: Keyed

SALE
01/17/2019
01:56 PM

\$321.60

| | |
|---------------|--------|
| Custom Amount | 321.60 |
|---------------|--------|

1 X \$321.60 Each

| | |
|-------|----------|
| Total | \$321.60 |
|-------|----------|

VISA 6853

EPIC PROPERTY SERVICES

NOT SIGNED

Transaction ID: PK0200147310

Auth ID: 517165

I agree to pay the above total amount according to the card issuer agreement.

Please retain for your records.

Your business is important to us!

DCATURA@JACKPIXLEYSWEEPS.COM

JACK PIXLEY SWEEPS AND MASONRY

SPRING LAKE PARK, MN, 55432

(763) 422-0481



www.jackpixleysweeps.com

8201 Central Ave NE Unit H, Spring Lake Park, MN 55432

763.422.0481

Customer: Sherra Platt

Service Address: 8448 Sumter Cir N

Brooklyn Park MN 55445-2144

Phone1: (612) 205-4127

Phone2:

Email: sherrap@epicpropertieservicesinc.com

Billing Address: 8448 Sumter Cir N

Brooklyn Park MN 55445-2144

Technician: Dave Reitan- CSIA # 7901

Date: 03/15/2019

Start Time: 1115

End Time: 1245

Cap/TMD: Rain cover

Fireplace Type: Masonry

Insert: Factory built

Flue Size: 8"

Flue Type/ # of Tiles: Stainless

Home Type: Rambler-Duplex

#Fireplaces: One

Year home:

Chimney Location: Interior

Roof Type/Pitch: Asphalt 5/12

Ladder Size: 16'



Service Notes:

- ☒ We cleaned the fireplace and flue
- ☒ We performed a closed-circuit camera inspection
- ☐ We performed a visual inspection only
- ☐ Negative air is present in the home

We swept and inspected the factory built fireplace system today and found that the unit itself is in working condition but the fireplace grate that is installed should not be used in this type of fireplace because it will not allow the damper to be opened and closed and also it will chance the affective way the unit stays cool on the outside.. There is also expanding foam which has been applied around this unit which needs to be removed and replaced with high heat caulking. Also the hearth area in front of the fireplace needs to be of a non flammable material such as tile and should expand 16" out from the fireplace.

This fireplace should not be used until these corrections have been made.

Fireplace Measurements

Opening Width x Height:

Depth at Floor:

Depth at 20":

Rear Wall Width:

Hearth Drop:

Hearth Extension:

Faceplate Max:

Factory Built Chimney Inspection

Interior

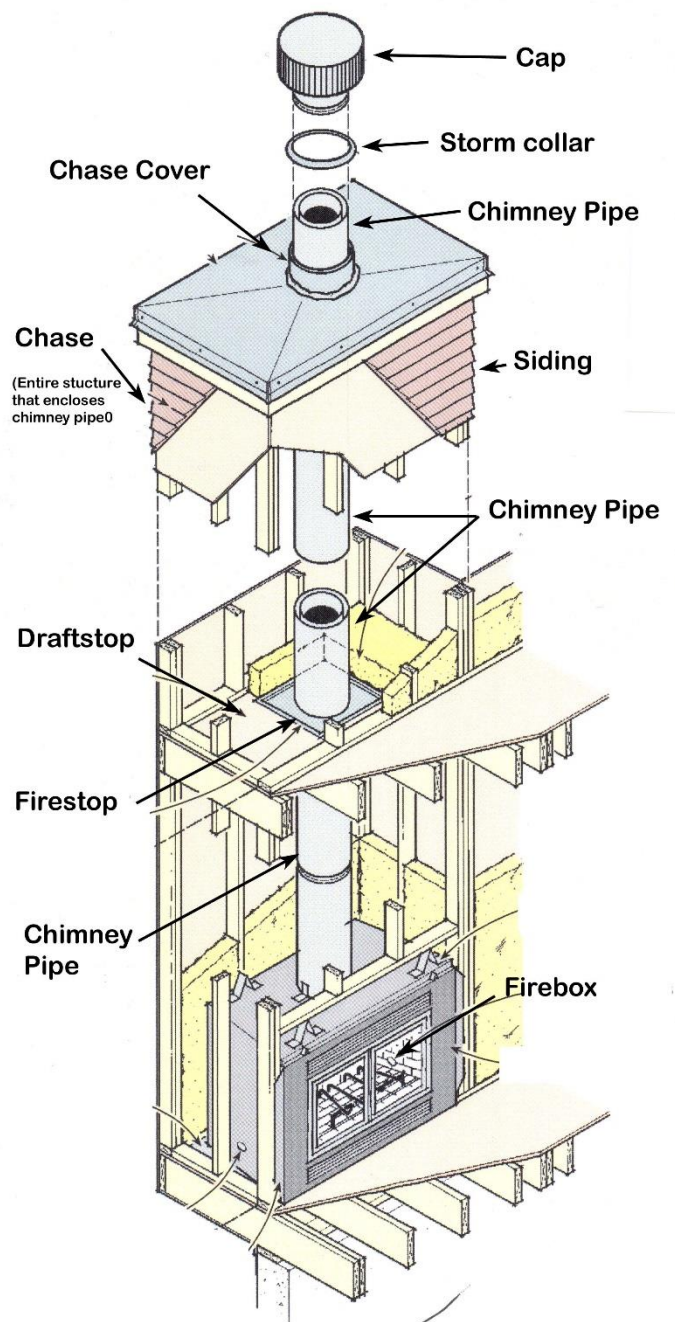
- ☐ Manufacturers specs available
- ☐ There is inadequate clearance to combustibles
- ☐ Firebox is rusted/deteriorated/warped
- ☐ Firebox panels are cracked or deteriorated
- ☐ Damper is rusted or not functioning
- ☐ Fireplace doors are not listed for fireplace
- ☐ There is a blockage or restriction of flow in the system
- ☐ The chimney liner is defective
- ☒ Aftermarket components have been installed

Exterior

- ☐ The chase pan cover is rusted or defective
- ☐ There is damage to the chase siding or flashing
- ☐ The flue cover is missing or inappropriate for the chimney
- ☐ The chimney height does not meet current code requirements. (Chimney to extend beyond roof level at least 3 feet and be 2 feet taller than anything within 10 feet)

Defects Caused By:

- ☐ Water, condensation, freeze/thaw
- ☐ Wear & Tear
- ☐ Sudden occurrence: _____
- ☐ Latent defect
- ☐ This chimney may have been constructed according to local codes at the time; however it does not meet current codes or standards



| Description of Work | Price |
|---|-----------------|
| Chimney Sweeping and Inspection (Tax) | \$299.00 |
| Additional Sweep and Inspection (Tax) | |
| Discount | -\$40.00 |
| TimBurn / ACS Spray / Creosote Logs (Tax) | |
| | |
| | |
| Taxable Subtotal | \$259.00 |
| Tax 7.525% | \$19.49 |
| Inspection Only (No Tax) | |
| | |
| | |
| Please contact our office to make payment arrangements | |
| PAID BY: CC or Check # _____ Total | \$278.49 |
| Date Completed: <u>3/15/19</u> <input type="checkbox"/> No one Home | |

Note: This report is the result of a general safety inspection. It is intended as a convenience to our customer, not a certification of fire worthiness or safety. Since conditions of use and hidden construction defects are beyond our control, Jack Pixley Sweeps makes no warranty of the safety or function of any appliance/chimney and none is to be implied.

Payable upon receipt.
Please pay from this invoice.

CUSTOMER VERIFICATION

I have read this form and now understand which areas of my woodburning or gas system are not satisfactory.

I have also made a visual inspection of the area and find it to be clean and acknowledge the satisfactory completion of the above described work.

Signature: _____

The National Fire Protection Association states that all chimneys, fireplaces and vents be inspected annually, cleaned and repaired if necessary.

Forward Schedule Date: _____

Recommendations:

- ☐ Inspect annually to monitor for deterioration
- ☐ Service annually to control creosote buildup
- ☐ Because of the defects noted, this fireplace flue may not contain the by-products of combustion (heat, smoke, creosote, and fire) and we recommend fireplace not be used until repaired.
- ☐ Top Mounted Damper
- ☐ Screen/Rain cover
- ☐ Crown Coat/Water Repellent/Flash Seal
- ☐ Rebuild _____
- ☐ Fireplace insert
- ☐ Reline flue
- ☐ Other:

Proposal Requested: Yes ☐ No ☒ Sale of Home ☐

- ☐ Reline ☐ Masonry repair
- ☐ Fireplace Insert ☐ Gas accessible
- ☐ Level 3 Inspection ☐ Chase Pan
- ☐ Other:



7900 Chicago Avenue South
Bloomington, MN 55420-1324
(651) 646-2911

Invoice 259196

| | |
|--|--|
| Bill to: EPIC PROPERTIES 8450 SUMTER CIRCLE N BROOKLYN PARK, MN 55445 | Job: 9018753 VARIOUS RESIDENTIAL 8450 SUMTER CIRCLE N BROOKLYN PARK, MN 55445 |
|--|--|

| | |
|--|---|
| Invoice #: 259196 Date: 01/30/19 Payment Terms: NET 10 DAYS Customer Code: 820301 | Customer P.O. #: MIKE Salesperson: SETH HOLM |
|--|---|

Remarks: TIME & MATERIAL BILLING NUMBER: 001

| Quantity | Description | U/M | Unit Price | Extension |
|---|------------------|-----|------------|-----------------|
| ADD OUTLET TO OLD HARD WIRED TAIL UNDER SINK FOR DISHWASHER. INSTALL CORD FOR DISHWASHER. RE-INSTALL LIGHT UNDER STAIRS AFTER SHEETROCK INSTALL. TEST OUTLETS. | | | | |
| | TRUCK CHARGE | | | 30.00 |
| | MAT-ROUGH IN | | | 120.11 |
| | LABOR | | | 1,210.00 |
| | Subtotal: | | \$ | 1,360.11 |
| | Total: | | \$ | 1,360.11 |

All checks should be mailed to:
Hunt Electric Corporation
CM 9488
St. Paul, Minnesota 55170-9488
 Please reference Hunt Electric's invoice number when submitting payment. Thank you.

HUNT

Electric Corporation

7900 Chicago Avenue South
Bloomington, MN 55420-1324
(651) 646-2911

Invoice 266432

| | |
|--|--|
| Bill to: EPIC PROPERTIES 8450 SUMTER CIRCLE N BROOKLYN PARK, MN 55445 | Job: 19010819 8448 SUMTER CIR N / EPIC 8448 SUMTER CIRCLE N BROOKLYN PARK, MN 55445 Contract Number: |
|--|--|

| | | |
|----------------------------|-----------------------|-------------------------------|
| Invoice #: 266432 | Date: 04/26/19 | Customer P.O. #: SHERRA PLATT |
| Payment Terms: NET 10 DAYS | Customer Code: 820301 | Customer E-Mail: |
| Salesperson: | | |

Remarks: TIME & MATERIAL BILLING NUMBER: 001

| Quantity | Description | U/M | Unit Price | Extension |
|---|-------------------------|-----|------------|-----------|
| ELECTRICAL REPAIRS AS NEEDED FOR REMODEL. | | | | |
| | PERMIT AND TRUCK CHARGE | | | 278.50 |
| | MAT-ROUGH IN | | | 958.04 |
| | LABOR | | | 1,798.58 |
| | Subtotal: | | | 3,035.12 |
| | Total: | | | 3,035.12 |

EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2765
75-1523/960

Date 5/17/19

PAY to the order of Hunt Electric \$ 3035.12

Three thousand thirty five and 12/100 Dollars

ANCHOR BANK

FOR JRA

Handwritten signature

Please return this portion with your payment. Please do not include letters or notes.

**CenterPoint.
Energy**

Enroll in AutoPay
today. See form on the
back of this stub.

ACCOUNT NUMBER [REDACTED]

DATE DUE [REDACTED]

AMOUNT DUE

\$ 129.41

Write account number on check and make payable to CenterPoint Energy.

\$

Please enter amount of your payment

00038428 02 AB 0.40 2

EPIC PROPERTY SERVICES
12550 W FRONTAGE RD STE 205
BURNSVILLE, MN 55337-2469



CENTERPOINT ENERGY
PO BOX 4671
HOUSTON TX 77210-4671



000001

EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2711

75-1523/960

Date

2/28/19

\$

129.41

PAY to the
Order of

Center Pt

One Hundred Twenty Nine and 41/100

ANCHOR BANK

Dollars

Photo
Safe
Deposit®
Details on back

FOR

JRA

hgt gA



5.1F ADMINISTRATOR'S ACCOUNTING OF REPAIRS AND COSTS
Page 66

Please return this portion with your payment. Please do not include letters or notes.

**CenterPoint
Energy**

8450

Enroll in AutoPay
today. See form on the
back of this stub.

ACCOUNT NUMBER

DATE DUE **Apr 03, 2019**
AMOUNT DUE **\$ 156.32**

Write account number on check and make payable to CenterPoint Energy.

\$

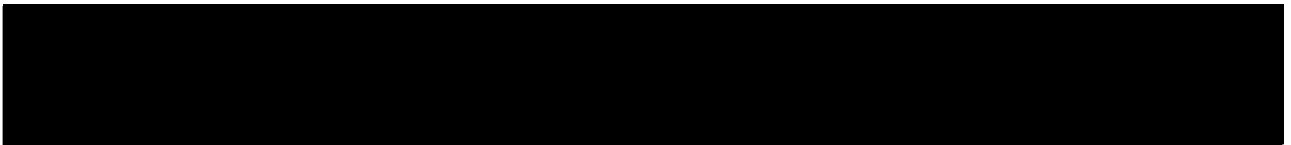
Please enter amount of your payment

00022284 01 AB 0.40 1

EPIC PROPERTY SERVICES
12550 W FRONTAGE RD STE 205
BURNSVILLE, MN 55337-2469



CENTERPOINT ENERGY
PO BOX 4671
HOUSTON TX 77210-4671



EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2730

75-1523/960

Pay to the
order of

Center Pt

Date 3/29/19

\$ 156.32

at Hundreds Fifty six and thirty two

ANCHOR BANK

Dollars



Photo
Safe
Deposit®
Details on back

Heather H



Gas leak or emergency

Leave immediately, then call
800-296-9815, 24 hours a day

Customer service

612-372-4727 or 800-245-2377
Monday - Friday, 7 am - 7 pm

Call before you dig

Call 811
24 hours a day

Comments

PO Box 1144
Minneapolis, MN 55440-1144

Pay your next bill without lifting a finger. To enroll in AutoPay, just sign and date the back of your bill stub and return to us with a check for your payment amount. It's that easy!

ACCOUNT SUMMARY

| | |
|---|-----------------------------|
| Previous gas amount due | \$ 156.32 |
| Payment | No payment received. - 0.00 |
| Past due gas charges due immediately | \$ 156.32 |
| Current gas charges due Apr 30, 2019 (Details on page 2) | + 88.81 |
| Total amount due | \$ 245.13 |

is ready to view now. Register for free online account access. View balance, usage history, and money with My Energy Analyzer,

EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2740
75-1523/960

PAY to the Order of Center Pt
Eighty Eight and 81/100
ANCHOR BANK
FOR TRA

Date 4/10/19 \$ 245.13
Dollars

Photo Safe Deposit Details on back

Visit: CenterPointEnergy.com immediately, schedule a payment or set up automatic monthly payments. using your checking or savings account, or by debit or credit card. 612-372-4727. envelope.

Please keep this portion for your records

Please return this portion with your payment. Please do not include letters or notes.

CenterPoint.
Energy

ACCOUNT PAST DUE

ACCOUNT NUMBER

| | | | | |
|-----------------|---|-----------------|---|------------------|
| PAST DUE AMOUNT | + | CURRENT CHARGES | = | TOTAL AMOUNT DUE |
| \$ 156.32 | | \$ 88.81 | | \$ 245.13 |
| Due immediately | | Apr 30, 2019 | | |

Write account number on check and make payable to CenterPoint Energy.

\$

Please enter amount of your payment

00037642 02 AB 0.40 2

EPIC PROPERTY SERVICES
12550 W FRONTAGE RD STE 205
BURNSVILLE, MN 55337-2469



CENTERPOINT ENERGY
PO BOX 4671
HOUSTON TX 77210-4671



CenterPointEnergy.com

CUSTOMER
EPIC PROPERTY SERVICES

SERVICE ADDRESS
8448 Sumter Cir N, Brooklyn Park, MN 55445-2144

BILLING DATE
May 24, 2019

AMOUNT DUE
\$ 38.69

Gas leak or emergency
Leave immediately, then call
800-296-9815, 24 hours a day

Customer service
800-245-2377
Monday - Friday, 7 am - 7 pm

Call before you dig
Call 811
24 hours a day

Comments
PO Box 1144
Minneapolis, MN 55440-1144

FINAL BILL

This is your final bill at this location. Please pay all amounts now due.

ACCOUNT SUMMARY

| | | |
|---|------------|-----------------|
| Previous gas amount due | | \$ 245.13 |
| Payment Apr 11, 2019 | Thank you! | - 156.32 |
| Payment Apr 16, 2019 | Thank you! | - 88.81 |
| Current gas charges (Details on page 2) | | + 38.69 |
| Total amount due | | \$ 38.69 |

EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2775

75-1523/960

Date 5/30/19

\$ 38.69

PAY to the
order of

Center Pt Energy

Thirty Eight and Sixty Nine

ANSIOR BANK

Dollars

Photo
Safe
Deposit
Details on back

FOR

TRA

[Signature]

immediately, schedule a payment or set
up automatic monthly payments.

Call 800-245-2377 and make a payment
using your checking or savings account,
or by debit or credit card.

To find a payment location, visit:
CenterPointEnergy.com/paybill or call
800-245-2377.

Return the payment stub below, with your
check or money order, using the return
envelope.

Please keep this portion for your records

Please return this portion with your payment. Please do not include letters or notes.



FINAL BILL

ACCOUNT NUMBER

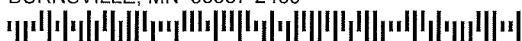
DATE DUE Jun 21, 2019
AMOUNT DUE **\$ 38.69**

Write account number on check and make payable to CenterPoint Energy.

\$ _____
Please enter amount of your payment

00024457 01 AB 0.40 1

EPIC PROPERTY SERVICES
12550 W FRONTAGE RD STE 205
BURNSVILLE, MN 55337-2469



CENTERPOINT ENERGY
PO BOX 4671
HOUSTON TX 77210-4671

0009032202336

007200640183589829000000038690000000386990



THE DASCHER COMPANY, INC.
REAL ESTATE VALUATION
1919 Hampshire Avenue
St. Paul, MN 55116
Phone: 651-698-1998 Fax: 651-695-9236
Email: patrickkirchner@earthlink.net

February 20, 2019

Scott Simonett
12550 West Frontage Road
Suite 205
Burnsville, MN 55337
Office (952) 666-7410
www.epicpropertyservicesinc.com

In accordance with your request and authorization, I am pleased to submit my company's appraisal services for the property located at 8448-8450 Sumter Circle, Brooklyn Park, MN, MN.

Appraisal Fee

Total Fees - \$800

Please remit payment to:

The Dascher Company, Inc.
1919 Hampshire Avenue
St. Paul, MN 55116
Tax ID 41-1966278

Respectfully submitted,

EPIC PROPERTY SERVICES INC.
12550 WEST FRONTAGE ROAD
BURNSVILLE, MN 55337

2718

75-1523/960

PAY to the
Order of

The Dascher Company, Inc.
Eight Hundred

Date 3/8/2019

\$ 800⁰⁰

ANCHOR BANK

Dollars

Photo
Safe
Deposit
Customers only

FOR

TRA

Heather N. Smith

ELIZABETH BRODEEN-KUO

Attorney at Law

Direct Dial (612) 337-9302

Email: Lbrodeen-kuo@kennedy-graven.com

August 2, 2019

VIA US MAIL AND CERTIFIED MAIL

Yassah and Zephaniah Kaffey
1720 Winnetka Avenue N
Golden Valley, MN 55427

**RE: Notice of Special Assessment Hearing-8448 and 8450 Sumter Circle N Tenant
Remedy Actions
City of Brooklyn Park v. Yassah and Zephaniah Kaffey
Hennepin County Court File Nos. 27-CV-HC-18-3916 and 27-CV-HC-18-3919**

Dear Mr. and Mrs. Kaffey:

As you know, the City recently concluded the Tenant Remedy Actions referenced above related to your rental duplex located at 8448 and 8450 Sumter Circle N, Brooklyn Park, MN 55445. The Court issued an order discharging the administrator after reviewing the administrator's costs and fees associated with bringing the Property into compliance with City Code. In its Order, the Court indicated that the City was entitled to specially assess the property for the administrator's costs and fees. The administrator's costs and fees amount to \$114,789.98.

City Charter and City Code provide authority for the City to assess its costs for this type of lawsuit, including legal fees, to the property. The City incurred \$10,785.64 in attorney fees, paralegal fees and court costs.

The amount to be specially assessed against your property is \$125,575.62. This assessment is proposed to be payable in 2020. The assessment will bear interest at the rate of four percent per annum.

Enclosed is the official notice of the assessment hearing which will be held on Monday August 12, 2019 at 7:00 pm at Brooklyn Park City Hall, 5200 85th Avenue N, Brooklyn Park, Minnesota.

Please feel free to contact me with any questions or concerns. Thank you.

Sincerely,



Elizabeth Brodeen-Kuo
Assistant City Attorney

Enclosure

CC: Select Portfolio Servicing Inc., C/o Eric Cook, Wilford, Geske & Cook P.A., 7616 Currell
Blvd. Ste 200, Woodbury, MN 55125-2296 (via US Mail only)

**Notice of Hearing on Proposed Assessment
City of Brooklyn Park,
County of Hennepin, State of Minnesota**

Notice is hereby given that the City Council of the City of Brooklyn Park will meet at 7:00 p.m. on Monday, August 12, 2019 at the Brooklyn Park City Hall, located at 5200 85th Avenue N, Brooklyn Park, Minnesota, for a meeting and will hold a public hearing to consider, and possibly adopt, the proposed assessment for the costs associated with the Tenant Remedy Actions brought by the City related to the rental property located at 8448 and 8450 Sumter Circle N (the "Property"). The City brought the Tenant Remedy Actions to fix significant code violations on the Property. The Court-appointed administrator has remedied the code violations and the Court discharged the administrator. Adoption by the City Council of the proposed assessment against 8448 and 8450 Sumter Circle N, Brooklyn Park, Minnesota (PID No. 20-119-21-22-0038) may occur at the hearing.

The amount to be specially assessed against your particular lot, piece, or parcel of land is \$125,575.62. The administrator's costs and fees to bring the Property into compliance with City Code equal \$114,789.98. The Court reviewed these costs and fees prior to discharging the administrator. The City incurred \$10,785.64 in attorney fees, paralegal fees and court costs. The total amount, \$125,575.62, is proposed to be specially assessed by the City against 8448 and 8450 Sumter Circle N. The proposed assessment roll is on file for public inspection at the City Clerk's office.

Such assessment is proposed to be payable in one annual installment on or before the first Monday in January 2020, and will bear interest at the rate of 4.0 percent per annum from the date of the adoption of the assessment resolution.

You may, at any time prior to certification of the assessment to the County Auditor, pay the entire assessment on such property to the City Clerk. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. An owner may at any time thereafter, pay to the Hennepin County Auditor's Office the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 30 or interest will be charged through December 31 of the succeeding year. If an owner decides not to prepay the assessment before the date given above, the rate of interest that will apply is 4.0 percent per annum. The right to partially prepay the assessment is not available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed assessment is \$125,575.62. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The City Council may upon such notice consider any objection to the amount of a proposed individual

assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minn. Stat. §§ 435.193 to 435.195, the City Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be a hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in that law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on the owner's property.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the mayor or City Clerk.

Devin Montero, City Clerk

| | A | B | C |
|---|--|-------------------|----------------------|
| 1 | Special Assessment List for 8448 and 8450 Sumter Circle N. | | |
| 2 | | | |
| 3 | Property Address | PID | Certification amount |
| 4 | 8448 and 8450 Sumter Circle North. Brooklyn Park, MN 55443 | 20-119-21-22-0038 | \$125,575.62 |

















City of Brooklyn Park

Request for Council Action

| | | | |
|------------------------|--|--------------------------------|----------------------------------|
| Agenda Item: | 6.1 | Meeting Date: | August 12, 2019 |
| Agenda Section: | Land Use Actions | Originating Department: | Community Development |
| Resolutions: | X | Prepared By: | Todd A. Larson, Senior Planner |
| Ordinance: | N/A | | |
| Attachments: | 4 | Presented By: | Cindy Sherman, Planning Director |
| Item: | "IBEW Acres" (Ryan Companies US, Inc./IBEW) – Revised Final Plat at 6648-6716 West Broadway Avenue | | |

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING REVISED FINAL PLAT OF "IBEW ACRES" SUBDIVIDING 7.7 ACRES INTO ONE BUSINESS LOT AND ONE OUTLOT SOUTH OF INTERSTATE 94 AND EAST OF WEST BROADWAY.

Overview:

On July 8, 2019, the City Council approved the second reading of the rezoning ordinance, the site plan review, and the final plat. At this meeting and the meeting on June 24, 2019, 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 action is to approve a revised final plat showing the Wickham property included.

The action on July 8 indicated that additional fees would be collected if the Wickham property was included in the final plat. On behalf of IBEW, Ryan Companies is asking to waive the additional fees. This request is based on the expenses that they incurred because of the late addition of the Wickham property into the plans, which was done at the request of the property owner and the City following Planning Commission review. Staff supports waiving the \$23,000 fees related to future roadway improvements, but collecting the park fee, which is \$3,100 for the Wickham portion of the plat. The fees outlined in the resolution reflect this recommendation.

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 ample parking for the anticipated meetings. The additional land incorporated into the site will either be used for additional parking, green space, and/or storm water management.

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 keeping the existing approvals in place.

Attachments:

- 6.1A RESOLUTION
- 6.1B LOCATION MAP
- 6.1C LETTER FROM RYAN
- 6.1D FINAL PLAT

RESOLUTION #2019-
RESOLUTION APPROVING REVISED FINAL PLAT OF
"IBEW ACRES"
SUBDIVIDING 7.7 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

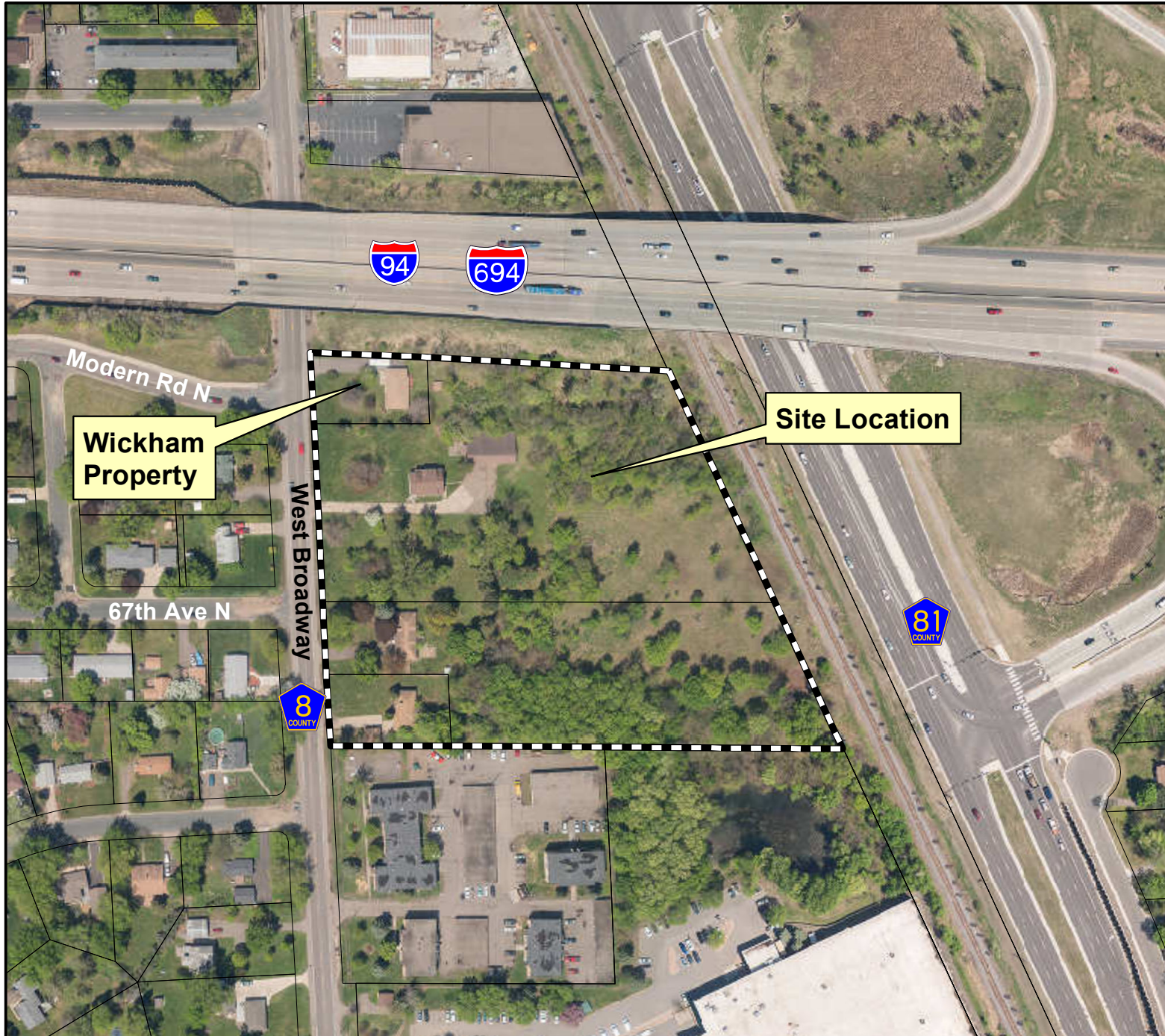
WHEREAS, said plat is consistent with the Comprehensive Plan and the regulations and requirements of the laws of the State of Minnesota and codes of the City of Brooklyn Park, Chapters 151 and 152.

WHEREAS, the City Council approved a previous version of the final plat on July 8, 2019, with the understanding that a revised plat will be brought forward that incorporates additional land as encouraged by the Planning Commission.

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

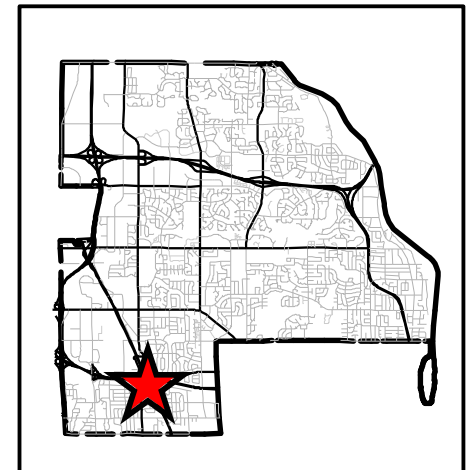
- a. Title review by the City Attorney and all conditions therein.
- b. Easement review by the City Engineer and all conditions therein.
- c. Per requirements set forth above or as subsequently amended by motion, approving Resolution #2019-103 approving the preliminary plat of "IBEW Acres" which is part 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 \$34,620 for Lot 1. Dedication will be collected on Outlot A at the time it is replatted.
- g. Future roadway improvements, including roadway, lighting, and trail/sidewalk for West Broadway in the amount of \$103,132.

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.



Spring 2018 Air Photo.

100
Feet



Map Date July 30, 2019



August 6, 2019

Cindy Sherman, Planning Director
City of Brooklyn Park
5200 85th Ave N
Brooklyn Park, MN 55443

Re: IBEW

Dear Ms. Sherman,

Ryan Companies, on behalf of IBEW Local Union 292, requests that the street, sidewalk, lighting, and park dedication fees for the property addressed 6716 W Broadway, referred to as the NW parcel, be waived from the Site Plan Review approval requirements.

The reason for this request is that IBEW 292 purchased the property at the direction of the City of Brooklyn Park, which substantially increased the overall project costs. In addition, IBEW incurred numerous additional costs incorporating the site at the last minute. Below is an estimate of the cost increase to the project due to the purchase of the NW parcel.

Survey & Plat Updates = \$2,000
Civil & LA Design Updates = \$5,000
City Coordination = \$2,500
Watershed Coordination = \$1,500
Design Costs = \$11,000

Parcel Acquisition = \$247,000
Title work = \$1,000
Pre-Demolition Asbestos and Regulated Materials Survey = \$3,200
Phase I Environmental Site Assessment = \$2,700
Land Costs = \$253,900

Construction Costs (Includes Environmental, Demolition, Grading & Seeding) = \$45,000

Total Estimated Costs Incurred by NW Property Acquisition = \$309,900

Thank you for considering this request. Please reach out to one of us below if any additional information is required.

Sincerely,

Anthony Adams

Cc: Eric Riemer
Dan Ferguson

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, 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 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, Range 21, 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 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

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

AND

That part of the Northeast ¼ of the Northwest ¼ of Section 32, Township 119 Range 21, Hennepin County, Minnesota, described as follows:
Commencing at a point on the West line of said Northeast ¼ of Northwest ¼ distant 829.23 feet South from North line of said Section; thence East parallel with North line of said Section a distance of 183 feet; thence South parallel with West line of said Northeast ¼ of Northwest ¼ a distance of 100 feet; thence West parallel with North line of said Section a distance of 183 feet to West line of said Northeast ¼ of Northwest ¼; thence North along West line of said Northeast ¼ of Northwest ¼ a distance of 100 feet to point of beginning.

EXCEPT that part thereof which lies Northerly of a line run parallel with and distant 164 feet Southerly of the following described line: Beginning at a point on the West line of said Section 32, distance 600.9 feet South of the Northwest corner thereof; thence run Southeasterly at an angle of 95 degrees 07 minutes 20 seconds with said West section line for 1700 feet, and there terminating; which was taken by the State of Minnesota in Final Certificate dated June 7, 1967, filed November 24, 1967, as Document No. 3688014 in Book 2613 of Deeds, Page277.
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 _____
JEFF HEIMERL, BUSINESS MANAGER

BY _____
JENNIFER GASPERSICH, FINANCIAL SECRETARY

BY _____
ANTHONY CARTER, EXECUTIVE BOARD MEMBER

BY _____
MYLES LEMBKE, EXECUTIVE BOARD MEMBER

BY _____
JEFF ORTH, EXECUTIVE BOARD MEMBER

BY _____
KURT TULP, EXECUTIVE BOARD MEMBER

BY _____
JOHN KRIPOTOS, VICE PRESIDENT

BY _____
TODD HUNTER, RECORDING SECRETARY

BY _____
DAVID FRARY, TREASURER

BY _____
JOHN HALL, EXECUTIVE BOARD MEMBER

BY _____
DAN MCCONNELL, EXECUTIVE BOARD MEMBER

BY _____
MICHAEL SUBJECT, 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)
NOTARY PUBLIC, _____ COUNTY, MINNESOTA
MY COMMISSION EXPIRES _____

(NAME PRINTED)

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)
NOTARY PUBLIC, _____ COUNTY, MINNESOTA
MY COMMISSION EXPIRES _____

(NAME PRINTED)

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 _____

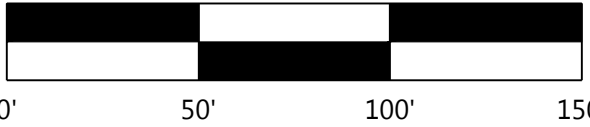
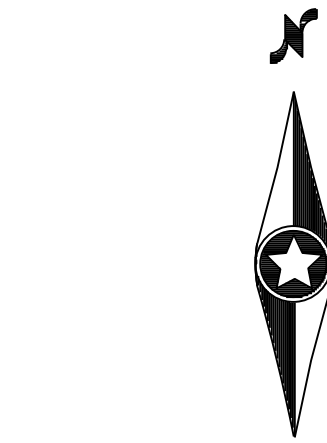
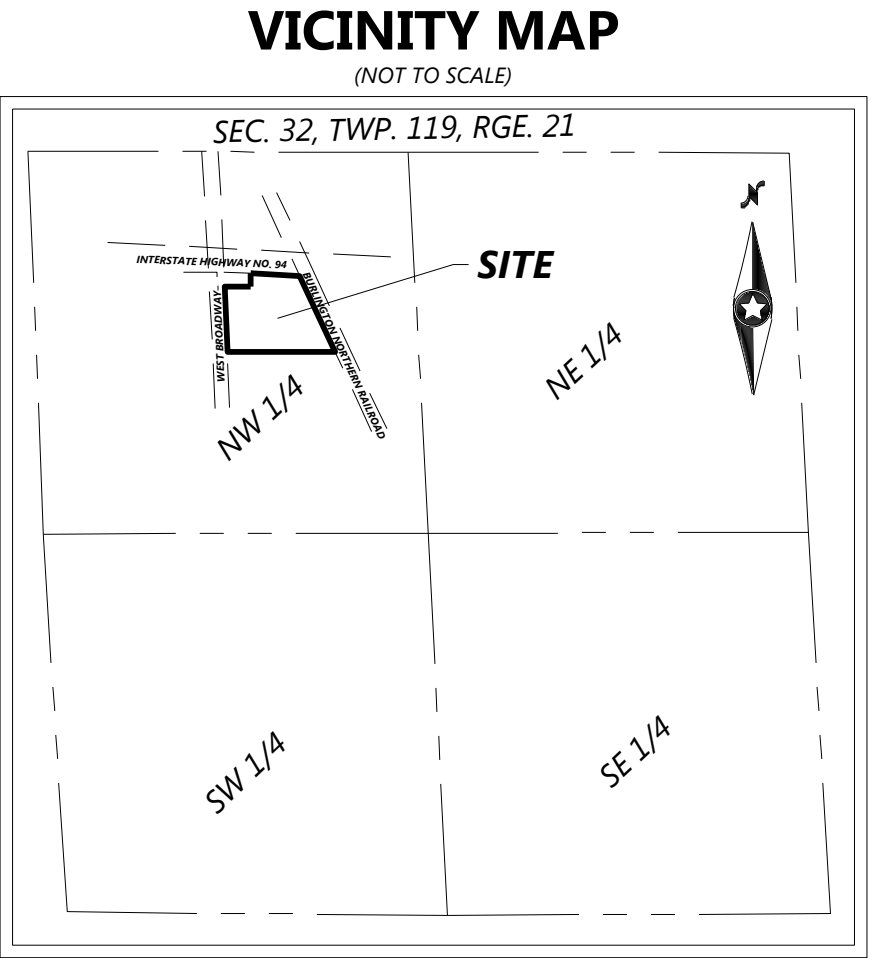
COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA
I HEREBY CERTIFY THAT THE WITHIN PLAT OF _____ RECORDED IN THIS OFFICE THIS ____ DAY OF _____, 20__, AT __ O'CLOCK _____M.

_____, COUNTY RECORDER

BY _____
DEPUTY

IBEW ACRES

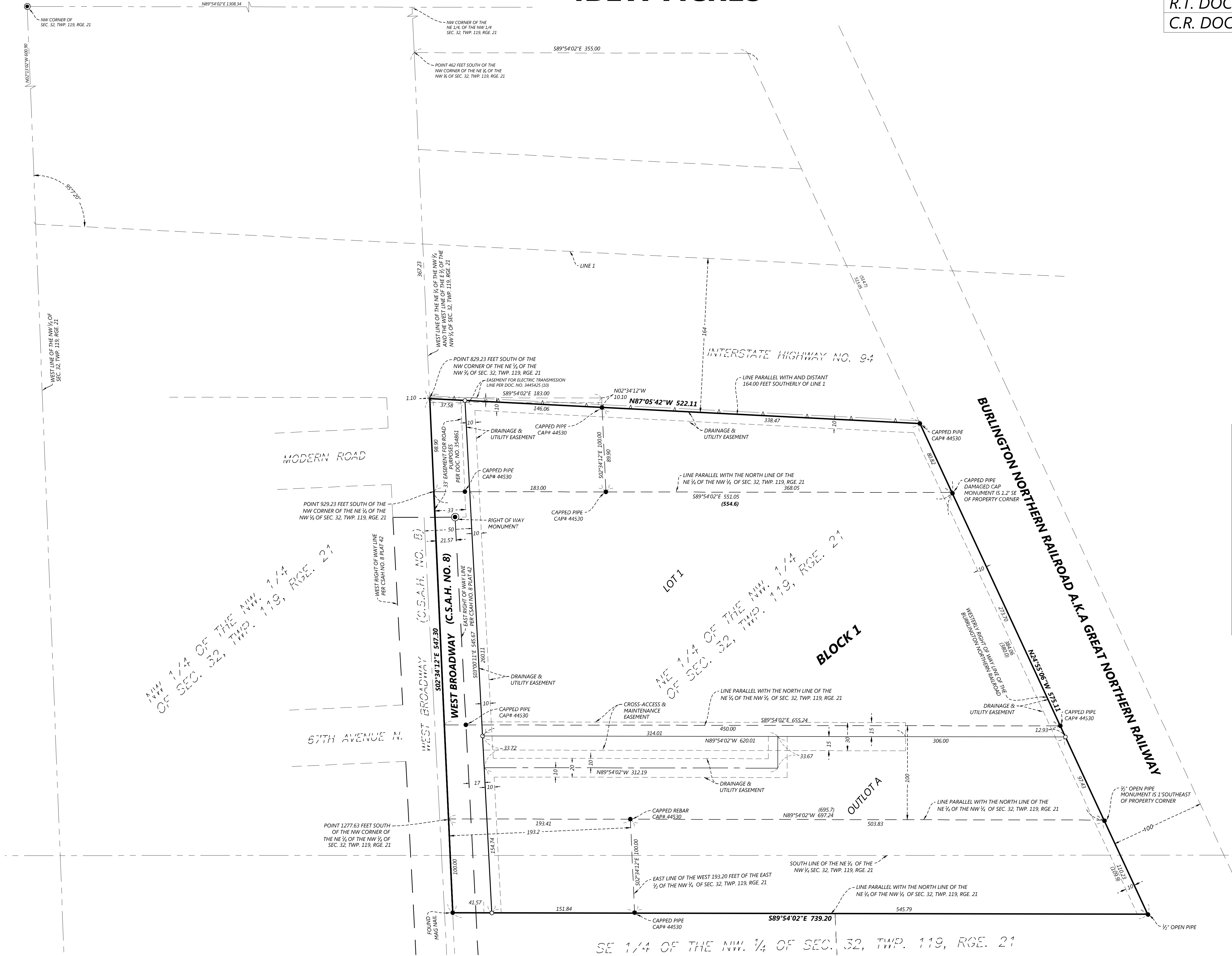
R.T. DOC. NO.
C.R. DOC. NO.



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.



City of Brooklyn Park Request for Council Action

| | | | |
|------------------------|---|--------------------------------|---------------------------|
| Agenda Item: | 7.1 | Meeting Date: | August 12, 2019 |
| Agenda Section: | General Action Items | Originating Department: | Administration |
| Resolution: | N/A | | |
| Ordinance: | N/A | | |
| Attachments: | N/A | Prepared By: | Devin Montero, City Clerk |
| | | Presented By: | Jeffrey Lunde, Mayor |
| Item: | Approve Travel for Mayor Lunde to Attend the 2019 Cities United 6 th Annual Convening in Hampton, Virginia | | |

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE TRAVEL FOR MAYOR JEFFREY LUNDE TO ATTEND THE AUGUST 21-23, 2019 CITIES UNITED 6th ANNUAL CONVENING IN HAMPTON, VIRGINIA.

Overview:

Mayor Lunde has requested to attend the 2019 Cities United 6th Annual Convening in Hampton, Virginia. The convening is an opportunity to network and reconnect with those dedicated to creating safe, healthy and hopeful communities.

The Convening Goals are:

- To continue to provide coaching and capacity building tailored to meet the goals of partner cities.
- To highlight replicable strategies and initiatives for Mayors and City Leads to take back to their municipalities to further reduce the disparities and improve outcomes for young Black men and boys.
- To strengthen the local and national network of organizations and individual working to create safe, healthy and hopeful communities.
- To provide opportunities for mayors and other cohorts to have honest dialogues and hold each other accountable.

The Overnight Travel Policy states:

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.

Primary Issues/Alternatives to Consider:

This expenditure is expected to be covered under existing 2019 budgeted resources in the Mayor and Council travel expense line.

Budgetary/Fiscal Issues:

Airfare and lodging will be provided by Cities United. Expenses for mileage, per diem, cabs, etc. are expected to range between \$450 and \$650.

Attachments: N/A

City of Brooklyn Park Council Work Session

| | | | |
|------------------------|---|--------------------------------|---|
| Meeting Date: | August 12, 2019 | Originating Department: | Community Development |
| Agenda Item: | C.1 | Prepared By: | Erika Byrd, Development Project Coordinator |
| Agenda Section: | Discussion Items/ General Action Items | Presented By: | Erika Byrd, Development Project Coordinator and Josie Shardlow, Community Engagement Manager |
| Item: | Fair Housing Policy, Language Access Plan, and ADA Discussion | | |

Summary:

Staff will provide an update on the City of Brooklyn Park's Fair Housing Policy and efforts to develop a Language Access Plan and other accessibility documents. Staff is seeking feedback from the City Council on this work.

Background:

The City of Brooklyn Park passed a Fair Housing Policy at the May 13, 2019 City Council meeting with the condition that the policy be brought back to City Council within three months for discussion. At the May 13 meeting, Council Members voiced several concerns about the Fair Housing Policy. Staff has provided a brief response to the following concerns:

- The Fair Housing Policy does not include or attach a Limited English Proficiency plan or Americans with Disabilities Act (ADA) provision.
 - Staff will provide an update on progress on these items and seek preliminary input from the Council.
- The Fair Housing Policy is not specific enough in its commitment to how often the City will review the policy as well as the housing stock and/or municipal code (the current policy calls for "periodic" review).
 - The City typically reviews policies and related information on an as needed basis given staff time constraints.
- The Policy lacks clear explanation of the procedure for dealing with fair housing complaints.
 - More information would be available on the website and upon request.
- Staff did not provide examples of communication materials for the public or a communications strategy.
 - Information will be available on the website and incorporated into existing communication items, such as Park Pages and renter resource handouts. Other materials will be developed, as needed.
- The policy should explicitly name a "Fair Housing Officer" for the City.
 - Staff did not recommend this title because staff felt it was more clear and relevant to the organization to name Community Development Director as the lead staff person for this policy.
- Concern that the Fair Housing Policy may give a false impression that the City will be able to process complaints itself and may give the public unrealistic expectations about the level of services the City can provide. The majority of complaints will need to go through another authority that has the ability to

investigate, review, and issue decisions such as the United States Department of Housing and Urban Development (HUD). Suggestion to remove the word “intake” from the heading on 3A for clarity purposes.

- A change in wording to the policy would require Council Action. If Council Members are interested changing the policy, staff can bring the policy back to the Council at a future meeting.

Attachments:

C.1A FAIR HOUSING POLICY



City of Brooklyn Park

Fair Housing Policy

1. Purpose

Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States. The intent of Title VIII is to ensure equal housing opportunities for all citizens. As a recipient of federal community development funds under Title I of the Housing and Community Development Act of 1974, the City of Brooklyn Park is obligated to certify that it will affirmatively further fair housing. The City of Brooklyn Park is committed to meeting this obligation and has developed this Fair Housing Policy to further that goal.

2. Policy Statement

It is the policy and commitment of the City of Brooklyn Park to ensure that fair and equal housing opportunities are available to all persons in all housing opportunities and development activities funded by the City regardless of race, color, religion, sex, sexual orientation, marital status, status with regard to public assistance, creed, familial status, national origin, or disability. This is done through external policies to provide meaningful access to fair housing information and referral services for all constituents and through internal practices and procedures that promote fair housing throughout the community.

3. External Practices

a. Intake and Referral

The City of Brooklyn Park designates the Director of Community Development as the responsible authority for the intake and referral of all fair housing complaints. At a minimum, the Director of Community Development will be trained, or will designate Community Development staff to be trained, in state and federal fair housing laws, the complaint process for filing discrimination complaints, and the state and federal agencies that handle complaints. The date, time, and nature of the fair housing complaint and the referrals and information given will be fully documented. The Director of Community Development will advise the City Council on programs and policies affecting fair housing and raise issues and concerns where appropriate.

b. Meaningful Access

- i. **Online Information:** The City will display information about fair housing prominently on its website. The website will include links to various fair housing resources, including the Department of Housing and Urban Development, Minnesota Department of Human Rights, Mid-Minnesota Legal Aid, and others. In addition, the City will link to state and federal fair housing complaint forms and the State of Minnesota's Olmstead Plan.
- ii. **In-Person Information.** Upon request, the City of Brooklyn Park will provide in-person fair housing information including:

- A list of fair housing enforcement agencies;
 - Fair housing complaint forms for enforcement agencies; and
 - Frequently asked questions regarding fair housing law
- iii. **Languages.** The City of Brooklyn Park is committed to providing information in the native language of its residents. Upon request, the City will make reasonable efforts to provide translation services.

4. Internal Practices

The City of Brooklyn Park commits to the following steps to promote awareness and competency regarding fair housing issues in all of its government functions.

- a. **Training:** The City will train its staff and elected officials on fair housing considerations.
- b. **Housing Analysis:** The City will review its housing inventory periodically to examine the affordability of both rental and owner-occupied housing to inform future City action.
- c. **Code Analysis:** The City will review its municipal code periodically, with specific focus on ordinances related to zoning, building and occupancy standards, to identify any potential for disparate impact or treatment.
- d. **Project Planning and Analysis:** The City planning functions and development review will consider housing issues, including whether potential projects may perpetuate segregation or lead to the displacement of protected classes.
- e. **Community Engagement:** The City will seek community input, particularly from underrepresented populations in the community. Conversations regarding fair housing, development, zoning, and land use changes may be facilitated by the City.
- f. **Affirmatively Furthering Fair Housing:** As a subrecipient of federal funds, the City will, as requested by Hennepin County as the entitlement jurisdiction, participate in the Regional Analysis of Impediments, as organized by the regional Fair Housing Implementation Council (FHIC), an ad hoc coalition of Community Development Block Grant (CDBG) entitlement jurisdictions and others working together to affirmatively further fair housing. The City will review the recommendations from the analysis for potential integration into City planning documents, including the Comprehensive Plan and other applicable documents.