

REGULAR COUNCIL MEETING – AGENDA #35

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 Proclamation Proclaiming October 5, 2019, as the Nigerian Independence Day Celebration in the City of Brooklyn Park

A. PROCLAMATION

3B.2 Presentation of a Plaque to an Outgoing Commissioner

3B.3 Proclamation Declaring October 2019 as “Domestic Violence Awareness Month” in Brooklyn Park

A. PROCLAMATION

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 Resolution Canceling 4810 General Obligation Bonds, Series 2016A that is Certified to Hennepin County for Street Reconstruction Plan Principal and Interest in the Amount of \$451,507 for Payable 2020

A. RESOLUTION

B. DEBT LEVY REQUIREMENTS SCHEDULE

4.2 Select City's Health Care Provider

A. BCBS RATE CHART

4.3 Approve Plans and Order Advertisement for Bid for 93rd Avenue/Jefferson Highway Pond Project, CIP 3712-20

- A. RESOLUTION
- B. LOCATION MAP
- C. CONSTRUCTION PLAN SHEET
- 4.4 Approve Change Order No. 1 for 2019 Watermain Rehabilitation, CIP 3001-19A
 - A. RESOLUTION
 - B. LOCATION MAP
 - C. CHANGE ORDER NO. 1
- 4.5 Approve a Tobacco Sales License for D&A Maikkula Corp dba Pixie Liquor, located at 1512 Brookdale Drive North, Brooklyn Park, MN 55444
- 4.6 Authorize Participation in Grant Program with the Metropolitan Council Environmental Services (MCES) for Reduction of Sanitary Sewer Inflow and Infiltration
 - A. RESOLUTION
 - B. MCES LETTER OF INTENT
- 4.7 Letters of Credit/Bond Releases, Escrow/Cash Bond Releases
- 4.8 Award the Contract for Lakeland Park Building Improvements to JPMI Construction
 - A. RESOLUTION
 - B. WOLD ARCHITECTS' LETTER OF RECOMMENDATION AND BID TAB
- 4.9 Approve Registered Land Survey No.____ and Approve Temporary Construction Easement and Accept Quit Claim Deed from the Target Corporation for the TH 169/101st Avenue Interchange Project, CIP 4042-19
 - A. RESOLUTION
 - B. LOCATION MAP
 - C. REGISTERED LAND SURVEY NO. _____
 - D. QUIT CLAIM DEED
 - E. TEMPORARY CONSTRUCTION EASEMENT
 - F. QUIT CLAIM AREA FIGURE
 - G. TEMPORARY EASEMENT AREA FIGURE
- 4.10 Approve Purchase Agreement for Acquisition of 8800 101st Avenue North for the TH 169/101st Avenue Interchange Project, CIP 4042-19
 - A. RESOLUTION
 - B. PURCHASE AGREEMENT
 - C. LOCATION MAP
 - D. MAY 1, 2019 WSB LETTER (OFFER TO PURCHASE AND MINIMUM COMPENSATION STUDY)
 - E. MAY 31, 2019 WSB LETTER (REPLACEMENT HOUSING PURCHASE SUPPLEMENT)
 - F. POWER OF ATTORNEY FORM
- 4.11 Approve Plans and Order Advertisement for Bid for the TH 169 / 101st Avenue Interchange Project, CIP 4042-19
 - A. RESOLUTION
 - B. LOCATION MAP
 - C. PRELIMINARY CONSTRUCTION PLANS
- 4.12 Approve a Temporary On-Sale Liquor License for the Brooklyn Park Lions Beer Tent at Hy-Vee Oktoberfest to be held October 5, 2019, at 9409 Zane Avenue North
- 4.13 Approve Purchase Agreement for Acquisition of 8832 101st Avenue North for the TH 169/101st Avenue Interchange Project, CIP 4042-19
 - A. RESOLUTION
 - B. PURCHASE AGREEMENT
 - C. LOCATION MAP
 - D. PARCEL SKETCH OF TAKING
 - E. MAY 1, 2019 WSB LETTER (OFFER TO PURCHASE AND MINIMUM COMPENSATION STUDY)
 - F. MAY 31, 2019 WSB LETTER (REPLACEMENT HOUSING PURCHASE SUPPLEMENT)
- 4.14 Accept Petition and Order a Public Hearing for the Vacation of a Street Easement
 - A. RESOLUTION
 - B. PETITION
 - C. PROPOSED EASEMENT VACATION AREA

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

None

6. LAND USE ACTIONS

- 6.1** FIRST READING of an Ordinance to Amend Chapter 92, Chapter 94, and Chapter 152 of the City Code to Allow the Keeping of Chickens and Pot-Bellied Pigs
 - A.** ORDINANCE
 - B.** COMMUNITY ENGAGEMENT MEMO
 - C.** ANIMAL FACT SHEETS
 - D.** CITY COMPARISON CHART
 - E.** PLANNING COMMISSION MEETING MINUTES, SEPTEMBER 11, 2019
- 6.2** Green Haven 2nd Addition (Plateau Properties LLC) – Plat #19-117 to Subdivide Existing Residential Lot into Two Lots at 7900 Mount Curve Boulevard North
 - A.** RESOLUTION
 - B.** LOCATION MAP
 - C.** PLANNING AND ZONING INFORMATION AND PHOTOS
 - D.** LETTERS FROM NEIGHBORS
 - E.** PLANNING COMMISSION MINUTES
 - F.** PLANS
- 6.3** Enterprise Leasing Company of Minnesota, LLC – Conditional Use Permit for a Car and Truck Rental Business at 8232 Lakeland Avenue North
 - A.** RESOLUTION
 - B.** LOCATION MAP
 - C.** PLANNING AND ZONING INFORMATION
 - D.** PLANNING COMMISSION MINUTES
 - E.** PLANS
- 6.4** New Creations Daycare (Amcon Construction Company) – Site Plan Review for a Daycare with a Side Yard Setback Variance at 4500 Oak Grove Parkway
 - A.** RESOLUTION
 - B.** LOCATION MAP
 - C.** PLANNING AND ZONING INFORMATION AND PHOTOS
 - D.** PLANNING COMMISSION MINUTES
 - E.** LETTERS FROM THE APPLICANT
 - F.** PLANS

7. GENERAL ACTION ITEMS

- 7.1** Council Adoption of Preliminary 2020 Property Tax Levies and Preliminary 2020-2021 General Fund and Debt Service Funds Budgets
 - A.** RESOLUTION APPROVING THE 2020-2021 COUNCIL PRELIMINARY GENERAL AND DEBT SERVICE FUNDS BUDGETS
 - B.** RESOLUTION ADOPTING THE 2020 PRELIMINARY GENERAL AND DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES AND CERTIFYING THEM TO HENNEPIN COUNTY *(THE AMOUNTS IN THE DRAFT RESOLUTION REFLECT OPTION 1 AND WILL BE REPLACED WITH THE COUNCIL-SELECTED OPTION)*
 - C.** RESOLUTION ADOPTING A PRELIMINARY SPECIAL BENEFIT HRA TAX LEVY AND A PRELIMINARY EDA CITY TAX LEVY *(THE AMOUNTS IN THE DRAFT RESOLUTION REFLECT THE AMOUNTS APPROVED BY THE EDA BOARD ON AUGUST 19, AND WILL BE REPLACED WITH THE COUNCIL-SELECTED OPTION)*
- 7.2** Appointments to the Human Rights Commission

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

8. DISCUSSION ITEMS

None

IV. VERBAL REPORTS AND ANNOUNCEMENTS

9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS

V. ADJOURNMENT

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

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.1	Meeting Date:	September 23, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Josie Shardlow, Community Engagement Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Jeffrey Lunde
Item:	Proclamation Proclaiming October 5, 2019, as the Nigerian Independence Day Celebration in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall proclaim October 5, 2019, as the Nigerian Independence Day Celebration in the City of Brooklyn Park.

1. "I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim October 5, 2019, as the Nigerian Independence Day Celebration in the City of Brooklyn Park.

OR

2. By reading the proclamation.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.1A PROCLAMATION

PROCLAMATION

NIGERIAN INDEPENDENCE DAY

PROCLAIMING OCTOBER 5, 2019, AS THE NIGERIAN INDEPENDENCE DAY CELEBRATION IN THE CITY OF BROOKLYN PARK, MINNESOTA

WHEREAS, Nigeria is referred to as the “Giant of Africa” since it is the most populous country in Africa, consisting of 196 million people with more than 250 ethnic groups and languages; and

WHEREAS, Nigeria continues to be one of the United States' most strategic partners in sub-Saharan Africa in enhancing peace and security by addressing the issues of terrorism, organized crime and piracy, and promoting and protecting human rights in line with international legal standards; and

WHEREAS, Nigeria and the United States share a mutual commitment to peace and security in Africa, and Nigeria has a proven record in providing the largest number of peacekeeping troops in crisis areas in sub-Sahara; and

WHEREAS, Nigeria's mutual relationship with the United States remains strong, and both share strategic interests in the mitigation of internal religious conflicts and commitment to countering violent extremism on the continent of Africa; and

WHEREAS, an estimated 14,000 Nigerians now brave the frozen tundra of Minnesota and live and contribute to the cultural and economic development of Minnesota; and

WHEREAS, a large number of Nigerians in Minnesota live, work and/or call the City of Brooklyn Park home; and

WHEREAS, Nigeria and the State of Minnesota are committed to the acceleration of food security and culture, stimulation of economic growth, enhancement of fundamental health of their citizens; and

WHEREAS, Tuesday, October 1, 2019, marks the 59th Independence Day anniversary of Nigeria.

NOW, THEREFORE, I, Jeffrey Lunde, the Mayor of the City of Brooklyn Park, do hereby proclaim that Saturday, October 5, 2019, shall be observed as the Nigerian Independence Day Celebration in the City of Brooklyn Park.



5200 85th Avenue North
Brooklyn Park, MN 55443

Jeffrey Joneal Lunde, Mayor

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.2	Meeting Date:	September 23, 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:	Mayor Jeffrey Lunde
Item:	Presentation of a Plaque to an Outgoing Commissioner		

City Manager's Proposed Action:

Recognize John Roach for his years of service on the Shingle Creek Watershed Management Commission and the West Mississippi Watershed Management Commission.

Overview:

The purpose of this agenda item is to publicly recognize and thank John Roach for his contributions to the City of Brooklyn Park.

On November 11, 1996, the City Council adopted a policy for recognition of outgoing members to city boards and commissions. Under the policy, commissioners who serve at least three years on a commission receive a plaque, while commissioners who serve less than that receive a certificate or letter.

Commissioners being recognized:

Name	Boards/Commissions	Years of Service
John Roach	Shingle Creek Watershed Management Commission	1-31-12 to 7-11-19
	West Mississippi Watershed Management Commission	1-31-12 to 1-31-18

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.3	Meeting Date:	September 23, 2019
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Wokie Freeman-Gbogba, Assistant City Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Wokie Freeman-Gbogba Mayor Jeffrey Lunde
Item:	Proclamation Declaring October 2019 as "Domestic Violence Awareness Month" in the City of Brooklyn Park		

City Manager's Proposed Action:

The Mayor shall proclaim October 2019 as Domestic Violence Awareness Month in the City of Brooklyn Park by one of the following:

1. I, Jeffrey Joneal Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim October 2019 as "Domestic Violence Awareness Month" in the City of Brooklyn Park.

or

2. By reading the proclamation.

Overview:

The month of October is recognized nationally as Domestic Violence Awareness Month (DVAM). One in three women and one in four men will experience some form of intimate partner violence in their lifetime (National Coalition Against Domestic Violence). Domestic violence occurs in all communities. In Brooklyn Park, officers were dispatched 1,970 times to domestic-related calls in 2018. Because of this prevalence, the Brooklyn Park Police Department has dedicated resources to address domestic violence including partnering with Cornerstone to provide needed crisis intervention, housing, advocacy, education and therapeutic services to the individual(s) or family involved.

As a kickoff to Domestic Violence Awareness Month, the Brooklyn Park Community Assembly on Thursday, September 26, at the Hennepin Technical College Cafeteria, will focus on Domestic Violence Awareness with a panel discussion and community conversation on how domestic violence affects the various communities within Brooklyn Park. Our partners include: Brooklyn Park Human Rights Commission, Cornerstone, Hennepin Technical College, Joint Community Police Partnership, Latino Ministry of St. Alphonsus Church/Multicultural Advisory Committee, MN Institute for Nigerian Development, Phumulani MN African Women Against Violence, and 180 Degrees.

Additionally, for the Purple Lights Initiative, the City of Brooklyn Park will again use purple lights to raise awareness that there is help and hope for victims of domestic violence. The City will light several City buildings purple during the month of October, including City Hall, the Police Department North Station, and the Fire Department Central Station. Purple light bulbs will also be available at the City Hall and Community Activity Center Reception Desks for residents to pick up in order to switch out their porch lights for the month of October.

The Brooklyn Park Human Rights Commission respectfully requests a proclamation for “Domestic Violence Awareness Month” in the City of Brooklyn Park.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A PROCLAMATION

PROCLAMATION

PROCLAIMING OCTOBER 2019 AS DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF BROOKLYN PARK

WHEREAS, the community problem of domestic violence has become a critical public health and welfare concern in Brooklyn Park; and

WHEREAS, domestic violence is a crime, the commission of which will not be tolerated in Brooklyn Park and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and

WHEREAS, thousands of men, women and children have and will continue to access assistance from Cornerstone, a domestic violence service provider, working closely with the Brooklyn Park Police Department; and

WHEREAS, domestic violence will be eliminated through community partnerships of concerned individuals and organizations working together to prevent abuse while at the same time effecting social and legal change; and

WHEREAS, October is National Domestic Violence Awareness Month; and

WHEREAS, during National Domestic Violence Awareness Month, Brooklyn Park organizations and groups will inform area residents about domestic violence, its prevalence, consequences, and what we as a concerned community can do to eliminate its existence; and

WHEREAS, as a kickoff to Domestic Violence Awareness Month, the September Brooklyn Park Community Assembly will focus on how domestic violence affects the various communities within Brooklyn Park; and

WHEREAS, during the month of October, the City of Brooklyn Park will use purple lights to raise awareness that there is help and hope for victims of domestic violence, by lighting up City buildings and distributing purple bulbs for residents to switch out their porch lights.

NOW, THEREFORE, BE IT RESOLVED that I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim October 2019 as "Domestic Violence Awareness Month" in the City of Brooklyn Park.

Jeffrey Joneal Lunde, Mayor



5200 85th Avenue North
Brooklyn Park, MN 55443

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	LaTonia Green, Finance Director
Ordinance:	N/A		
Attachments:	2	Presented By:	LaTonia Green
Item:	Resolution Canceling 4810 General Obligation Bonds, Series 2016A that is Certified to Hennepin County for Street Reconstruction Plan Principal and Interest in the Amount of \$451,507 for Payable 2020		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ CANCELING B4810 GENERAL OBLIGATION BONDS, SERIES 2016A THAT IS CERTIFIED TO HENNEPIN COUNTY FOR STREET RECONSTRUCTION PLAN PRINCIPAL AND INTEREST IN THE AMOUNT OF \$451,507 FOR PAYABLE 2020.

Overview:

Hennepin County maintains a Debt Levy Requirement schedule for all general obligation bond levies for the City of Brooklyn Park, Minnesota. In accordance to M.S. 475.61, the County is required to levy the amount originally certified unless the taxing authority passes a resolution canceling the levy. Each year a bond is active, the bond schedule is updated to include the principal and interest payment for the bond pay year. When the General Obligation Bonds, Series 2016A were sold, the repayment source was identified as the franchise fee. Since this is not a traditional payment source, the bonds are included on the Debt Levy Requirement schedule. If the City of Brooklyn Park has accumulated franchise fee revenues to pay the principal and interest, the City can adopt a resolution to cancel the debt from the schedule for that payable year. The Franchise Fees fund has sufficient balance to cover the 2020 responsibility.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The total bond levy for the 2020 preliminary budget does not include the 4810 General Obligation Bonds, Series 2016A in the amount of \$451,507 bond levy. Should the City Council choose not to pass the resolution canceling 4810 General Obligation Bonds, Series 2016A, the 2020 preliminary budget would need to be adjusted accordingly.

Attachments:

- 4.1A RESOLUTION
- 4.1B DEBT LEVY REQUIREMENTS SCHEDULE

RESOLUTION #2019-

RESOLUTION CANCELING B4810 GENERAL OBLIGATION BONDS, SERIES 2016A THAT IS CERTIFIED TO HENNEPIN COUNTY FOR STREET RECONSTRUCTION PLAN PRINCIPAL AND INTEREST IN THE AMOUNT OF \$451,507 FOR PAYABLE 2020

WHEREAS, on June 27, 2016, the City Council adopted Resolution #2016-122, a Resolution approving a Street Reconstruction Plan and Authorizing Issuance of General Obligation Bonds, Series 2016A in an Aggregate Principal Amount of \$7,860,000; and

WHEREAS, the 4810 General Obligation Bonds, Series 2016A was certified to Hennepin County and was adopted; and

WHEREAS, the Hennepin County Debt Levy Requirements schedule for taxes payable in 2020 include 4810 General Obligation Bonds, Series 2016A in the amount of \$451,507; and

WHEREAS, according to M.S. 475.61, the County is required to levy the amount originally certified unless the taxing authority passes a resolution canceling the levy; and

WHEREAS, in order to cancel 4810 General Obligation Bonds, Series 2016A in the amount of \$451,507 for payable 2020, the City Council has to adopt a resolution canceling the debt levy.

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

1. That the City hereby cancels 4810 General Obligation Bonds, Series 2016A in the amount of \$451,507 for payable 2020.

HENNEPIN COUNTY
MINNESOTA

Levy Schedule for 2020

Aug. 08, 2019

City of Brooklyn Park		Date	Original Amount Issued	Levy Scheduled for 2020
4805	General Obligation (Series 2005E)	11/15/2005	\$3,345,000.00	\$39,245.00
4807	General Obligation (Series 2011A)	12/1 /2011	\$6,035,000.00	\$798,262.50
4809	General Obligation (Series 2014A)	7 /10/2014	\$9,490,000.00	\$679,376.25
4810	General Obligation (Series 2016A)	7 /27/2016	\$7,860,000.00	\$451,506.57
4811	General Obligation (Series 2017A)	6 /29/2017	\$7,320,000.00	\$303,358.13
4815	General Obligation (Series 2019A)	7 /18/2019	\$4,470,000.00	\$318,622.50

City of Brooklyn Park Total:	\$2,590,370.95
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2020 Proposed Levy Limitations

Tax District	2019/20 Estimated	2019/20 Estimated	2019/20 Estimated	% of Market Value Limitation	Dollar Amount Limitation	
	Personal Property Market Value	Real Estate Market Value	Cross County MV (If Applicable)			Total
Hennepin County HRA	1,993,721,500	175,173,008,100		177,166,729,600	0.01850%	32,775,844.98
Bloomington HRA	75,732,300	13,396,540,300		13,472,272,600	0.01850%	2,492,370.43
Brooklyn Center EDA	20,965,600	2,213,280,300		2,234,245,900	0.01813%	413,335.49
Brooklyn Center HRA	20,965,600	2,213,280,300		2,234,245,900	0.01850%	413,335.49
Brooklyn Park HRA	58,777,300	7,258,645,800		7,317,423,100	0.01850%	1,353,723.27
Brooklyn Park EDA	58,777,300	7,258,645,800		7,317,423,100	0.01813%	1,326,648.81
Champlin EDA (under HRA MS 469.033 auth)	15,358,400	2,373,210,400		2,388,568,800	0.01850%	441,885.23
Crystal EDA (under HRA MS 469.033 auth)	15,983,900	1,903,037,900		1,919,021,800	0.01850%	355,019.03
Dayton EDA (under HRA MS 469.033 auth)	19,219,200	770,522,600	6,413,100	796,154,900	0.01850%	147,288.66
Eden Prairie HRA	104,765,000	10,558,499,100		10,663,264,100	0.01850%	1,972,703.86
Edina HRA - New for 2017	30,876,700	12,339,328,200		12,370,204,900	0.01850%	2,288,487.91
Hopkins HRA	15,597,400	1,973,327,600		1,988,925,000	0.01850%	367,951.13
Maple Grove HRA	95,821,900	9,394,851,000		9,490,672,900	0.01850%	1,755,774.49
Minnetonka HRA	50,918,600	9,702,219,300		9,753,137,900	0.01850%	1,804,330.51
Mound HRA	6,047,600	1,337,495,900		1,343,543,500	0.01850%	248,555.55
New Hope EDA	13,963,100	1,907,219,600		1,921,182,700	0.01813%	348,310.42
Plymouth HRA	99,971,300	12,119,521,500		12,219,492,800	0.01850%	2,260,606.17
Richfield HRA	21,223,000	3,566,513,600		3,587,736,600	0.01850%	663,731.27
Richfield EDA - New 2018	21,223,000	3,566,513,600		3,587,736,600	0.01813%	650,456.65
Robbinsdale HRA	10,194,800	1,128,815,800		1,139,010,600	0.01850%	210,716.96
St. Anthony HRA	4,341,300	647,063,100	358,605,300	1,010,009,700	0.01850%	186,851.79
St. Louis Park HRA	37,926,900	7,167,363,600		7,205,290,500	0.01850%	1,332,978.74
				Total		
Hennepin County Parks	1,462,780,000	122,978,543,900		124,441,323,900	0.03224%	40,119,882.83
Hennepin County Park Bonds	1,462,780,000	122,978,543,900		124,441,323,900	0.00725%	9,021,995.98
Hennepin Co. R/R Authority	1,993,721,500	175,173,008,100		177,166,729,600	0.04835%	85,660,113.76
Park Museum	1,993,721,500	175,173,008,100		177,166,729,600	0.00846%	14,988,305.32

City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Beth Toal, Human Resources Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager and Beth Toal, Human Resources Manager
Item:	Select City's Health Care Provider		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE THE SELECTION OF BLUE CROSS BLUE SHIELD AS THE CITY'S HEALTH CARE PROVIDER.

Overview:

Every five years, the City is required to go out to bid for selecting a health insurance provider. The City went out for a formal Request for Proposal (RFP) in May of 2019 through our insurance broker NFP. The terms of the RFP asked for a three-year proposal with both a two-tier option (single and family) and a three-tier option (single, single plus one, and family). Four proposals were received: Medica, Health Partners, Blue Cross Blue Shield (BCBS) and Public Employees Insurance Plan (PEIP). Each proposal included premium costs and plan design options.

As part of the selection process, the City considered premium costs, plan design, risk tolerance, the 2018 employee engagement survey results, labor management committee input, employee preference feedback, and peer city comparisons, to name a few considerations. Given the favorable proposals we received, and in an effort to improve the City's benefit package and enhance our competitiveness in recruiting and retaining employees, we established three goals when selecting our provider: offer a \$0 cost employee single plan, add a single plus one option, and keep family rates flat.

The City is recommending the selection of the three-tier Blue Cross Blue Shield proposal as the City's health care provider with a 1.3 percent premium decrease in the premium rates in 2020, with a "not to exceed" premium increase for 2021 and 2022 of no more than 12 percent. While BCBS provided a three-year proposal, the City can opt out of this contract after year one or year two.

Primary Issues/Alternatives to Consider:

The police federation union, police supervisor union and police clerical union have communicated their intent to not participate in the City's three tier Blue Cross Blue Shield health insurance plan, and move to a two-tier Public Employees Insurance Plan (PEIP) on January 1, 2020. Pursuant to Minnesota State Statute 43A.316, union groups can elect to opt for PEIP insurance offerings. This will not affect rates offered by Blue Cross Blue Shield.

Budgetary/Fiscal Issues:

The increased health insurance cost of moving to a three-tier plan is included in the proposed 2020 budgeted amount. Final costs will depend on employee plan selections which will be known when the budget is adopted in December 2019.

Attachments:

4.2A BCBS RATE CHART

City of Brooklyn Park

Renewal Rates

Coverage Effective Date: 01/01/2020

Renewal Months 12

		Renewal Rates	
PLAN 1	\$2800 HSA Aware		
	Subscriber	101	\$707.17
	2-Party	6	\$1,485.06
	Family	47	\$2,262.95
	Annual Total Premium		\$2,240,321
PLAN 2	\$2800 HSA MetroMN		
	Subscriber	54	\$666.66
	2-Party	10	\$1,400.00
	Family	34	\$2,133.33
	Annual Total Premium		\$1,470,399
PLAN 3	\$2000 HRA Aware		
	Subscriber	19	\$823.51
	2-Party	3	\$1,729.37
	Family	12	\$2,635.23
	Annual Total Premium		\$629,490
PLAN 4	\$2000 HRA MetroMN		
	Subscriber	10	\$778.27
	2-Party	3	\$1,634.37
	Family	4	\$2,490.47
	Annual Total Premium		\$271,773
Group Total		303	\$4,611,982

Renewal Rates effective 1/1/2020 are based on 2019 enrollment and will not be impacted if the 1/1/2020 enrollment changes by more than 15%, provided enrollment remains at greater than 50 contracts.

A renewal rate cap of 12% is included for the fully insured renewal on 1/1/2021 and 1/1/2022. The renewal cap is void if (1) enrollment changes by more than 15%, (2) if average contract size or average family size changes by more than 5%, or (3) if there are any regulatory benefit or tax changes that would impact costs. The renewal cap is also void if the group seeks new bids or quotes for their health plan or if they have fewer than 100 full time equivalents at renewal. These criteria will be reviewed at time of renewal to determine if they apply.



City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	September 23, 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:	3	Presented By:	Jesse Struve, P.E., City Engineer
Item:	Approve Plans and Order Advertisement for Bid for 93 rd Avenue/Jefferson Highway Pond Project, CIP 3712-20		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING PLANS AND ORDERING ADVERTISEMENT FOR BID FOR 93RD AVENUE AND JEFFERSON HIGHWAY POND, CIP 3712-20.

Overview:

As part of the City's Municipal Separate Storm Sewer System permit, we are required to inspect and maintain our storm water system. Based on one of these annual inspections, a failing retaining wall was identified in the northeast portion of 93rd Avenue and Jefferson Highway. CIP Project No. 3712-20 will address the failing retaining wall by removing it and grading a slope into the pond. The pond will be excavated out in other areas to accommodate the fill. In total, the volume of the pond will be increased by 3,100 cubic yards. The City has been coordinating the project with the adjacent landowner.

The proposed schedule for the project is as follows:

- September 23, 2019 – Council Accepts Plans and Orders Advertisement for Bid
- November 5, 2019 – Bid Opening
- November 12, 2019 – Award Contract
- January 2020 – Start Construction
- March 2020 – Complete Construction

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The project is included in the proposed 2020-2024 Capital Improvement Plan (CIP) for a scheduled 2020 completion as Project No. 3712-20 with an estimated cost of \$125,000. The City is proposing to pay for the project with Storm Sewer Utility Funds.

Attachments:

- 4.3A RESOLUTION
- 4.3B LOCATION MAP
- 4.3C CONSTRUCTION PLAN SHEET

RESOLUTION #2019-

RESOLUTION APPROVING PLANS AND ORDERING ADVERTISEMENT
FOR BID FOR 93RD AVENUE AND JEFFERSON HIGHWAY POND, CIP 3712-20

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

CIP 3712-20: 93rd Avenue and Jefferson Highway Pond. The project will remove a failing retaining wall and grade in a slope. The pond will be excavated out in other areas to accommodate the fill.

WHEREAS, said project is proposed in the City's 2020-2024 CIP as CIP #3712.

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

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

93RD AVE & JEFFERSON HWY POND LOCATION MAP

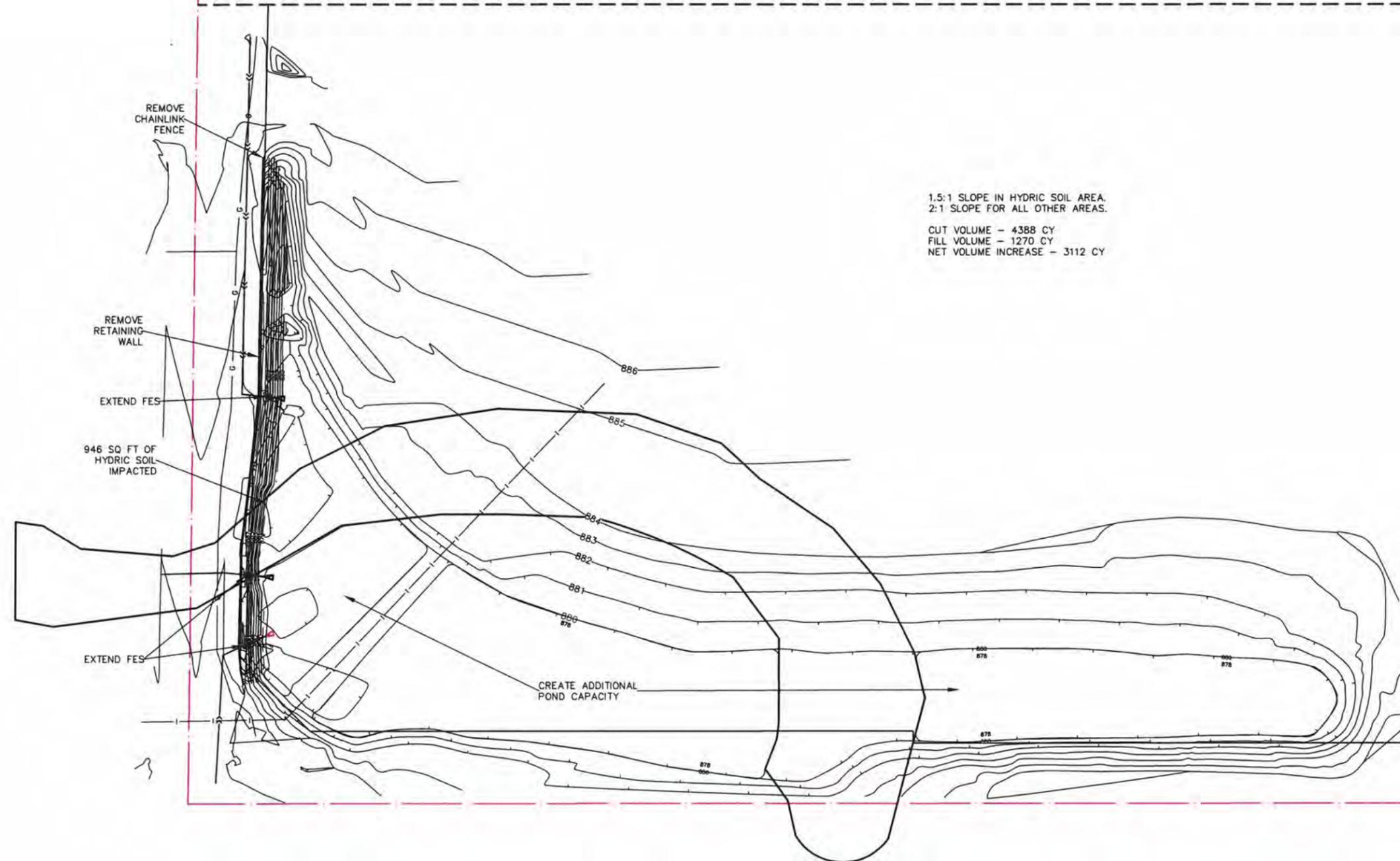
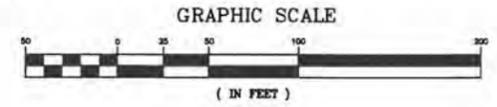


Brooklyn Park 

 PROJECT AREA



NO SCALE



1.5:1 SLOPE IN HYDRIC SOIL AREA.
2:1 SLOPE FOR ALL OTHER AREAS.
CUT VOLUME - 4388 CY
FILL VOLUME - 1270 CY
NET VOLUME INCREASE - 3112 CY

REMOVE CHAINLINK FENCE
REMOVE RETAINING WALL
EXTEND FES
946 SQ FT OF HYDRIC SOIL IMPACTED
EXTEND FES

CREATE ADDITIONAL POND CAPACITY

NO	DATE	BY	CKD	REVISION

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

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
MITCHELL ROBINSON, P.E. WATER RESOURCES ENGINEER
DATE 9/23/19 LIC. NO. 56756

JEFFERSON HIGHWAY/93RD AVENUE
GRADE RETAINING WALL INTO STORM BASIN

CAPITAL IMPROV. NO. 3712-20	DRAWN BY MLR	DATE APPROVED 9/23/19	SHEET ?
STATE AID PROJ. NO.	DESIGNED BY MLR	HORIZ. SCALE 1"=50'	OF ?
	CHECKED BY JMS	VERT. SCALE N/A	

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Craig Runnako, P.E. Construction Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Jesse Struve, P.E. City Engineer
Item:	Approve Change Order No. 1 for 2019 Watermain Rehabilitation, CIP 3001-19A		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING CHANGE ORDER NO. 1 TO DAVE PERKINS CONTRACTING, INC. OF NOWTHEN, MN IN THE AMOUNT OF \$42,025.00 FOR A TOTAL CONTRACT AMOUNT OF \$485,800.00 FOR WATERMAIN REHABILITATION IN MAINTENANCE DISTRICT 2, CIP 3001-19A.

Overview:

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

Extra work was required for a temporary water system south of 63rd Avenue between Forest Avenue and Douglas Drive, at Eden Park Apartments and at 6325 Douglas Drive in the amount of \$10,750.00; tree removal at 6617 Ronald Place to enable a safe trench in the amount of \$2,425.00; replacing a deteriorating cover slab on W16002, a butterfly valve manhole in the amount of \$3,300.00; replacement of 6 valves and adding 6 anodes on the public water line running through Huntington Place Apartment Complex at Contract Unit Prices in the amount of \$25,550.00. The total increase to the original contract value for this extra work is \$42,025.00.

It is not unusual for projects of this type to require additional items due to circumstances or conditions that were not expected at the time of plan preparation or during construction. All of the items noted above as amendments to Schedule A were not included in the original contract and, therefore, they are included as a change order. This change order will increase the original contract value by 9.47%. Staff recommends that the City Council approve Change Order No. 1.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

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

Attachments:

- 4.4A RESOLUTION
- 4.4B LOCATION MAP
- 4.4C CHANGE ORDER NO. 1

RESOLUTION #2019-

RESOLUTION APPROVING CHANGE ORDER NO. 1
TO DAVE PERKINS CONTRACTING, INC. OF NOWTHEN, MN
IN THE AMOUNT OF \$42,025.00 FOR A TOTAL CONTRACT AMOUNT OF \$485,800.00 FOR
WATERMAIN REHABILITATION IN MAINTENANCE DISTRICT 2, CIP 3001-19A

WHEREAS, the City of Brooklyn Park has an existing contract with Dave Perkins Contracting, Inc. dated February 25, 2019, said being let pursuant to statute and after advertising for bids; and

WHEREAS, said contract was awarded on a unit price basis; and

WHEREAS, in the proper performance of the contract unforeseen conditions were encountered requiring construction units exceeding the original bid; and

WHEREAS, it is now the desire of the Council to include additional units at the same unit price and units for which no item in the contract is provided to complete the following improvements:

CHANGE ORDER #1

CIP PROJECT 3001-19A Total Additions: \$42,025.00

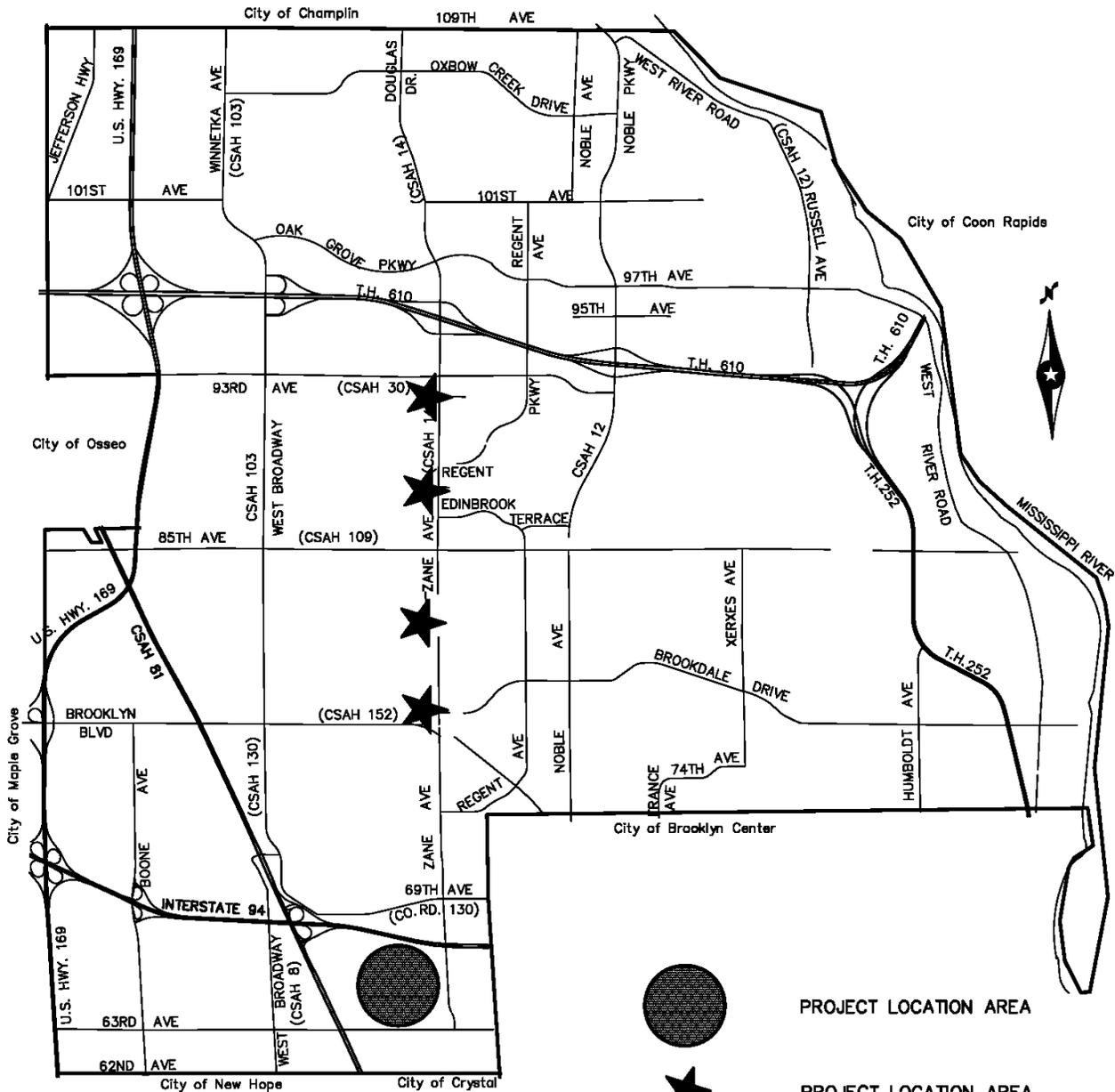
WHEREAS, the additional units do not exceed 25% of the original contract price; and

WHEREAS, the contractor, Dave Perkins Contracting, Inc. has agreed to add such additional units at the same unit price in accordance with the mutually agreed upon compensation in accordance with the General Conditions Section of the Contract Specifications Paragraphs GC 4.3, 4.4 and 7.4 and all in accordance with Chapter 429.041 Subd. 7 of the Minnesota Laws.

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

1. That the original contract dated February 25, 2019 for CIP 3001-19A be amended to include said additional units of work, at a cost of \$42,025.00, for a new contract value of \$485,800.00.
2. The Contractor shall file an increased bond to cover \$485,800.00, the full contractual amount, and the contractor's written agreement to add to the existing contract shall be placed on file with the Clerk and made a part of the original contract, all in accordance with Chapter 429.041, Subd. 7 of Minnesota Laws.

LOCATION MAP CIP 3001-19A



Brooklyn Park

9/18/2019

CIP 3001-19A Change Order 1

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of Brooklyn Park

Change Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. CIP 3001-19A	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS Dave Perkins Contracting, Inc. 19745 Nowthen Blvd NW Nowthen, MN 55303		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$2,425.00	

Whereas the project valve 35 was close to a 30' tall Elm Tree and the valve was scheduled to be replaced. The engineer decided that the tree needed to be removed to have a safe trench. Cost for this removal is \$2,425.00.

COST BREAKDOWN

There are no items associated with this Change Order.

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)			
Due to this change the Contract Time:			
a. <input type="checkbox"/>	Is Increased by	___ Working Days	b. <input checked="" type="checkbox"/> Is Not Changed
<input type="checkbox"/>	Is Decreased by	___ Working Days	
<input type="checkbox"/>	Is Increased by	___ Calendar Days	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/>	Is Decreased by	___ Calendar Days	

Approved By Project Engineer: Runnakko, Craig	Approved By Contractor: Dave Perkins Contracting, Inc.
Signed <u>db7675b10788e36528726d0f05ca1374</u> <u>b5b9e7a20de34708d227a0bca9521baf</u>	Signed <u>e9e3ecac67fc0b948c8989580ace6426</u> <u>560458561fb40090880a9a09547dd0be</u>
Date: <u>09/18/2019</u> Phone: _____	Date: <u>09/18/2019</u> Phone: <u>(763) 427-0109</u>

The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.			
This work is eligible for: <input type="checkbox"/> Federal Funding <input type="checkbox"/> State Aid Funding <input type="checkbox"/> Local funds			
District State Aid Engineer: <u>N/A</u> Date: _____			

9/18/2019

CIP 3001-19A Change Order 2

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of Brooklyn Park

Change Order No. 2

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. CIP 3001-19A	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS Dave Perkins Contracting, Inc. 19745 Nowthen Blvd NW Nowthen, MN 55303		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$10,750.00	

Whereas the city planned on replacing an 18" butterfly valve at Douglas Drive and 63rd Ave which is on a concrete watermain, and;

Whereas there was a risk of the valve replacement not being done within a typical workday if the contractor inadvertently damaged the concrete watermain, and ; Whereas there would have been many homes and the Eden Park Apartments out of water service should this have happened. Now Therefor Be it Resolved that the Contractor will set up temporary water to service Eden Park Apartment Complex, the neighborhood south of 63rd Ave west of Douglas Drive and the apartment at Douglas and 63rd Ave. The negotiated price of the work is \$10,750.00 which includes all markups.

COST BREAKDOWN

There are no items associated with this Change Order.

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)	
Due to this change the Contract Time:	
a. <input checked="" type="checkbox"/> Is Increased by <u>2</u> Working Days	b. <input type="checkbox"/> Is Not Changed
<input type="checkbox"/> Is Decreased by _____ Working Days	
<input type="checkbox"/> Is Increased by _____ Calendar Days	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/> Is Decreased by _____ Calendar Days	

Approved By Project Engineer: Runnakko, Craig	Approved By Contractor: Dave Perkins Contracting, Inc.
Signed <u>fc10bfb69ae86298286cf1ec1c45b096e189299059b24553f0fac0098cc86b14</u>	Signed <u>7f17c62dc15d7166d2d8c39d1a44572a22ec6f85aa2ae94c6779162b60d8bf38</u>
Date: <u>09/18/2019</u> Phone: _____	Date: <u>09/18/2019</u> Phone: <u>(763) 427-0109</u>

The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.		
This work is eligible for: <input type="checkbox"/> Federal Funding	<input type="checkbox"/> State Aid Funding	<input type="checkbox"/> Local funds
District State Aid Engineer: <u>N/A</u>	Date: _____	

9/18/2019

CIP 3001-19A Change Order 3 - W16002 COVER SLAB

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of Brooklyn Park

Change Order No. 3

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. CIP 3001-19A	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS Dave Perkins Contracting, Inc. 19745 Nowthen Blvd NW Nowthen, MN 55303		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$3,300.00	

WHEREAS: This contract provides for, among other things, watermain rehabilitation, sanitary sewer casting replacement, gate valve re-bolting, gate valve removals and gate valve replacements in Maintenance District 2 ; and WHEREAS: Valve W16002 is a 12 inch butterfly valve that in a manhole that wasn't planned for rehabilitation at Regent Ave and Zane Ave ; and WHEREAS: It was found that the cover slab on this water manhole was deteriorating to the point that it looked like it would fail; and WHEREAS: The manhole is in the outermost southbound lane of Zane Ave; and WHEREAS: The failure of this manhole could be catastrophic to vehicles travelling in that lane; and WHEREAS: The Engineer determined that a new cover slab for this manhole would fix the problem. NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: 1. The Contractor will excavate the manhole to replace the manhole cover slab and patch the area back in with bituminous 2. Payment for this work will be at the negotiated price of \$3,300.00 which includes all mark ups. 3. This Change Order covers the known and anticipated costs and contract time adjustment (0 days) attributable to the work covered by the Charge Order. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the Contractor reserves the right to request an adjustment to the Contract amount or Contract time in accordance with MnDOT 1402.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 000					
2506.602	60" CB COVER SLAB	EACH	\$3,300.00	1	\$3,300.00
Funding Category No. 000 Total:					\$3,300.00
Change Order No. 3 Total:					\$3,300.00

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
Due to this change the Contract Time:

a. Is Increased by ____ Working Days b. Is Not Changed
 Is Decreased by ____ Working Days
 Is Increased by ____ Calendar Days c. May be revised if work affected the controlling operation
 Is Decreased by ____ Calendar Days

Approved By Project Engineer: Runnako, Craig	Approved By Contractor: Dave Perkins Contracting, Inc.
Signed <u>efedf32752cbbe9fd4a9436c5b44bd8e0bca06f4689b52eef472d1aefb492ad9</u>	Signed <u>162769437eb3745e2973aecf8cc3efaeade0e7a41db06da18f159615cbcea3cb</u>
Date: <u>09/18/2019</u> Phone: _____	Date: <u>09/18/2019</u> Phone: <u>(763) 427-0109</u>

The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local funds
District State Aid Engineer: N/A Date: _____

9/18/2019

CIP 3001-19A Change Order 4 - Huntington Place Valves

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of Brooklyn Park

Change Order No. 4

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. CIP 3001-19A	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS Dave Perkins Contracting, Inc. 19745 Nowthen Blvd NW Nowthen, MN 55303		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$25,550.00	

WHEREAS: This contract provides for, among other things, watermain rehabilitation, sanitary sewer casting replacement, gate valve re-bolting, gate valve removals and gate valve replacements in Maintenance District 2 ; and WHEREAS: The city has a public watermain running through the Huntington Place Apartment Complex with 6 gate valves in the driveway and parking areas; and WHEREAS: Huntington Place is undergoing replacement of their parking lot amongst other improvements at the complex ; and WHEREAS: The 6 city owned valves are 50 years old; and WHEREAS: The Engineer determined that now is the best time to replace the valves as the city saves on bituminous removal and restoration costs. NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: 1. The Contractor will replace the 6 valves and add 6 anodes at the Contract Unit Price for the 6" valves and anodes and at \$4,500.00 for each 8" valve 2. Payment for this work will be \$25,550.00 which includes all mark ups. 3. This Change Order covers the known and anticipated costs and contract time adjustment (2 days) attributable to the work covered by the Charge Order. 4. Additional costs for this work for dewatering and porta potties have been billed separately. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the Contractor reserves the right to request an adjustment to the Contract amount or Contract time in accordance with MnDOT 1402.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 000					
2433.602	ANODE	EACH	\$225.00	6	\$1,350.00
2504.602	REPLACE GATE VALVE TYPE 2D - 6"	EACH	\$3,800.00	4	\$15,200.00
2504.602	REPLACE GATE VALVE TYPE 2D - 8"	EACH	\$4,500.00	2	\$9,000.00
Funding Category No. 000 Total:					\$25,550.00
Change Order No. 4 Total:					\$25,550.00

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
Due to this change the Contract Time:

a. Is Increased by 2 Working Days b. Is Not Changed
 Is Decreased by _____ Working Days
 Is Increased by _____ Calendar Days c. May be revised if work affected the controlling operation
 Is Decreased by _____ Calendar Days

Approved By Project Engineer: Runnakko, Craig	Approved By Contractor: Dave Perkins Contracting, Inc.
Signed <u>8da3b2c05f3af09e38806a09a74fbb254b22b65c67f0015ebe0c149eaa26361</u>	Signed <u>e5ed69e64a01ac0afeb049522d612d9de87ef1a261907520982966df346dd915</u>
Date: <u>09/18/2019</u> Phone: _____	Date: <u>09/18/2019</u> Phone: <u>(763) 427-0109</u>

The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local funds

City of Brooklyn Park Request for Council Action

Agenda Item:	4.5	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Keith Jullie, Rental and Business Licensing Manager
Item:	Approve a Tobacco Sales License for D&A Maikkula Corp dba Pixie Liquor, located at 1512 Brookdale Drive North, Brooklyn Park, MN 55444		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TOBACCO SALES LICENSE FOR D&A MAIKKULA CORP DBA PIXIE LIQUOR, LOCATED AT 1512 BROOKDALE DR N, BROOKLYN PARK, MN 55444.

Overview:

Due to a change in ownership, this is a new Tobacco Sales license for Pixie Liquor, located at 1512 Brookdale Drive North in Brooklyn Park, MN.

The Community Development Department approved the application on September 19, 2019, and the Police Department has completed their investigation of the new owners. There are currently no known code violations at the property and staff finds no reason that would preclude the issuance of this license.

Their reports are on file in the Rental and Business Licensing Division and are available upon request.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Jon Watson, Public Utilities Superintendent
Ordinance:	N/A		
Attachments:	2	Presented By:	Dan Ruiz, Director
Item:	Authorize Participation in Grant Program with the Metropolitan Council Environmental Services (MCES) for Reduction of Sanitary Sewer Inflow and Infiltration		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO AUTHORIZE PARTICIPATION IN GRANT PROGRAM WITH THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES) FOR REDUCTION OF SANITARY SEWER INFLOW AND INFILTRATION.

Overview:

In September of 2018, the State Legislature appropriated \$8,739,000 for the repair and replacement of sanitary sewer systems. The overall goal was to reduce the amount of inflow and infiltration (clear water) entering the sanitary system to save money at the central treatment plant operated by the Metropolitan Council. The funds are to be dispersed through a grant program, and the City of Brooklyn Park applied for a grant along with more than 50 other Metro cities.

The City was notified that it would be eligible for \$148,025 upon completion of various repairs and replacement of eligible items such as sanitary sewer pipes and manholes. The time period for the eligible reimbursable corrective work items runs from June 2017 through October 2019, and the City has completed numerous projects to submit.

Primary Issues/Alternatives to Consider:

One of the requirements of the grant is that the City submit a City Council Resolution authorizing its participation in the program and enter into an agreement with the MCES, hence the reason for this Council Action. The due date for the reimbursement submittal and agreement is November 1, 2019.

Budgetary/Fiscal Issues:

Each year sanitary sewer repair and replacement are included within the City's capital and maintenance projects, so there are ample projects to draw the documentation for the grant reimbursement. The time to administer the grant is negligible.

Attachments:

- 4.6A RESOLUTION
- 4.6B MCES LETTER OF INTENT

RESOLUTION #2019-

RESOLUTION TO AUTHORIZE PARTICIPATION IN GRANT PROGRAM
WITH THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES)
FOR REDUCTION OF SANITARY SEWER INFLOW AND INFILTRATION

WHEREAS, the Minnesota State legislature has appropriated \$8,739,000 in general appropriation bond funds for grants to municipalities to reduce inflow and infiltration in their public system infrastructure; and

WHEREAS, the Metropolitan Council Environmental Services (MCES) administers the program; and

WHEREAS, the City of Brooklyn Park submitted an application to participate in the grant program; and

WHEREAS, the City was notified by MCES Letter of Intent dated October 13, 2017 of approval to participate in the grant program; and

WHEREAS, the City was notified by an MCES publication dated September 5, 2018 of an estimated final reimbursement amount (FRA) of \$148,025.00; and

WHEREAS, the City has completed repairs and replacement of items deemed eligible for the program.

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

1. The City Council hereby authorizes the City's participation in the MCES Municipal Inflow and Infiltration Grant Program.
2. The Mayor and City Manager are hereby authorized and directed to execute an agreement drafted by the Metropolitan Council and City Attorney.
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. Matt Gsellmeier, Metropolitan Council, 390 Robert St N., St, Paul, MN 55101.

DATE: October 13, 2017

TO: Jonathan Watson - Public Utilities Superintendent
Brooklyn Park
5200 85th Ave. N.
Brooklyn Park, MN 55443

FROM: Matt Gsellmeier, MCES I&I Grant Administrator

SUBJECT: 2017 Municipal Grant Program Letter of Intent

Thank you for applying to the 2017 State Bond Funded Municipal I&I Grant Program. This non-binding letter of intent confirms receipt of your city's application and approval to participate per the Metropolitan Council's approved program design and guidelines.

The program design and guideline details, along with the draft agreement that must be entered into with the Metropolitan Council, can be found at the following link:

<https://metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>

Based upon your application's preliminary project description and projected cost estimates, your estimated Preliminary Minimum Allocation (PMA) is \$25,000. Enclosed is a listing of all participating cities identifying both PMA and the estimated Final Reimbursement Amount (FRA) for each.

Please be advised that these are preliminary non-binding estimates and that each participant's final FRA depends upon the actual and eligible project work submitted per approved guidelines. PMA and FRA will be calculated simultaneously for all participants upon receipt of documentation verifying a project costs. Should a city not complete a project with I&I eligible work, or complete with insufficient eligible work, PMA and FRA will be adjusted accordingly. Contingent upon availability of funding, cities may be eligible for additional funding should they complete a project(s) with more I&I eligible work than described in their application.

Important Dates to Remember

MCES provide cities Letter of Intent, PMA & estimated FRA	October 13, 2017
Cities provide descriptions and pay claims for completed projects	November 1, 2019
FRA determination, grant agreements distributed	November 15, 2016

MCES will process reimbursement upon receipt of signed agreement and commits to sending semi-annual grant notices to all participants beginning April 2018. These notices will serve as both reminders of participation and solicitations for changes in participant contact, projects, or other relevant information.

Documentation at completion of projects to verify eligibility and calculate both PMA and FRA must include the following:

- Completion and submission of MCES provided verification and jobs reporting form, and
- A city resolution authorizing participation in the grant program, and
- Certification (notarized) confirming ownership or easements for locations where work was completed, and
- Description of work, along with description or map of locations, and
- Invoices substantiating cost of work completed.

It is important to note this letter is not a legally binding document that confirms funding. Rather, it is a stated commitment to enter into a legally binding grant agreement upon verification that grant program guidelines and requirements have been met.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

Please direct your questions or concerns to:

Matt Gsellmeier, MCES I&I Grant Administrator
390 Robert Street North
Saint Paul, MN 55101
651-602-1802
matt.gsellmeier@metc.state.mn.us



Ned Smith, MCES, Director of Finance and Revenue



Leisa Thompson, MCES General Manager

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	JoAnn Millette, Development Specialist
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Cindy Sherman, Planning Director
Item:	Letters of Credit/Bond Releases, Escrow/Cash Bond Releases		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO RELEASE THE CASH BOND (\$21,800) AND THE ENGINEERING ESCROW (\$11,321.87) FOR SATISFACTORY COMPLETION OF THE "NOBLE OFFICE PARK 2ND ADDITION/CVS" PROJECT #16-117 LOCATED AT 4500 OAK GROVE PKWY N FOR FIVE STAR DEVELOPMENT OF ALABAMA, INC.

MOTION _____, SECOND _____, TO RELEASE THE CASH BOND (\$5,000) AND THE ENGINEERING ESCROW (\$977.86) FOR SATISFACTORY COMPLETION OF THE "CARMAX" PROJECT #12-110 LOCATED AT 6900 LAKELAND AVE N CARMAX AUTO SUPERSTORES, INC.

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:	4.8	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Recreation and Parks
Resolution:	X	Prepared By:	Brad Tullberg, Parks and Facilities Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Brad Tullberg
Item:	Award the Contract for Lakeland Park Building Improvements to JPMI Construction		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ TO AWARD THE CONTRACT FOR LAKELAND PARK BUILDING IMPROVEMENTS TO JPMI CONSTRUCTION.

Overview:

The Lakeland Park building is one of the older buildings in the Park System. Originally built in 1968 as a warming house, a larger park building was added in 1986. The two spaces have remained separate even though they share a roof and all mechanical systems. Lakeland Park no longer has a skating rink and the warming house space has been used for storage for several years. The Lakeland Park building is a popular summer camp location and can be used for additional year-round programming by improving the space.

The exterior of the building, doors and windows are showing signs of significant decay and need replacement. The existing wood siding will be replaced with a combination of stone veneer and cement board siding. In addition to the exterior improvements, a hallway will be added on the interior to connect the storage space to the park building. The former storage area will be converted to a space with durable finishes that can be used for arts and other programming and easily connect to the rest of the building and bathrooms. These improvements will allow for more regular programming and allow for more participants to participate due to the additional finished interior space.

The Lakeland Park base bid included exterior stone veneer, cement board siding, replacement of two exterior doors, replacement of two windows, remodeling of the interior storage space and hallway connection to the other park building space. Alternate 1 included replacement of all existing windows in the Lakeland Park building.

The work on the Lakeland Park building was planned before the approval of the 2018 Park Bond Referendum. Lakeland Park is identified as one of the parks to be redeveloped as part of the Park Bond Reinvestment Projects. However, the building location will remain the same and CDBG improvements to the facility will complement the improvements to be made to the Lakeland Park site.

Primary Issues/Alternatives to Consider:

The lowest responsible base bid from JPMI Construction in the amount of \$149,000.00, and alternate 1 in the amount of \$13,500, for a total of \$162,500, is recommended for approval by the architect, Wold Architects, and Recreation and Parks staff.

Budgetary/Fiscal Issues:

The Lakeland Park building is located in a Community Development Block Grant (CDBG) eligible area. On February 26, 2018, City Council approved \$100,000 of CDBG funds for the fiscal year July 1, 2018 – June 30, 2019 to begin planning. On February 25, 2019, the City Council approved an additional \$100,000 of CDBG funds for the fiscal year July 1, 2019 – June 30, 2020 to complete the project.

This project was advertised in the Sun-Post on August 22, 2019. Three bids were received. The lowest responsible base bid is from JPMI Construction in the amount of \$149,000.00, and alternate 1 in the amount of \$13,500, for a total of \$162,500. This amount is within the total project budget for construction and architect fees of \$200,000.

Attachments:

4.8A RESOLUTION

4.8B WOLD ARCHITECTS' LETTER OF RECOMMENDATION AND BID TAB

RESOLUTION #2019-

RESOLUTION TO AWARD THE CONTRACT FOR LAKELAND PARK BUILDING IMPROVEMENTS
TO JP MI CONSTRUCTION

WHEREAS, the City of Brooklyn Park constructed the Lakeland Park warming house in 1968, and added on to the existing building in 1986; and

WHEREAS, the Lakeland Park building is a popular summer camp location and can be used for additional year-round programming; and

WHEREAS, the exterior of the building, doors and windows are showing signs of significant decay and need replacement; and

WHEREAS, improvements will be made to the exterior and interior of the building to improve the facility for expanded recreation programming; and

WHEREAS, the Lakeland Park building is located in a Community Development Block Grant (CDBG) eligible area; and

WHEREAS, the City Council approved \$200,000 in funding for Lakeland Park building improvements through the Community Development Block Grant program in the past two funding cycles (FY18 and FY19); and

WHEREAS, the project was advertised in the Sun-Post on August 22, 2019. Three bids were received; and

WHEREAS, the lowest responsible base bid from JP MI Construction in the amount of \$149,000.00, and alternate 1 in the amount of \$13,500, for a total of \$162,500, is recommended for approval by the architect, Wold Architects, and Recreation and Parks staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to award the contract for Lakeland Park building improvements to JP MI Construction in the amount of \$162,500.00.

September 18, 2019



Brad Tullberg, Parks and Facilities Manager
City of Brooklyn Park
5600 85th Avenue North
Brooklyn Park, Minnesota 55443

Re: Lakeland Park Renovation building
Commission No. 192088

Dear Brad:

On September 17, 2019, bids were received for the Lakeland Park Renovation Project. Three bids were received and the apparent low bid contractor is a registered Section 3 Contractor, meeting the requirements of the CDBG Funding opportunity. One alternate was included in the project and award or rejection of the alternate will not affect who the low bid contractor is for the project. The low bid received represents a fair value for the work and fits within the funding available from the CDBG for this project. JPMI Construction of Saint Paul Minnesota submitted the low bid for the project. The following is our recommendation:

Base Bid **\$149,000**

The Base Bid is for renovating the interior of the existing warming house, and creating a connection between this room and the park shelter. This project also includes upgraded exterior finishes of stone veneer and finer cement board.

Recommendation: Accept this Base Bid

Alternate No. 1 – New aluminum windows with security glazing **\$13,500**

This alternate is to replace all the existing vinyl windows with aluminum operable windows with security rated glazing.

Recommendation: Accept this Alternate

We recommend awarding the Contract to JPMI Construction in the amount of \$162,500, which includes the Base Bid amount of \$149,000 and Alternate No. 1 amount of \$13,500.

We have contacted JPMI Construction and they are comfortable with their bid and are qualified for this project.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "John McNamara", written over a horizontal line.

John McNamara | AIA, LEED AP
Partner

Enclosures

cc: Brian Kluver, Hennepin County
Melissa Stein, Wold Architects and Engineers

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



Project Name: Lakeland Park

BID TABULATION

Commission No.: 192088
 Date: 17-Sep-19
 Time: 2:00pm

Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, Minnesota 55101
 651.227.7773 Fax: 651.223.5646

Bidders Name	Addendum Numbers	Bid Security	Base Bid	Alternate #1 - Windows w/ Security Glazing	Remarks
JPMI Construction 2310 County Road D West #105 Saint Paul, MN 55112 P: 651-636-1499	1	X	\$149,000	\$13,500	
Erbert Construction 23350 County Road 10 Loretto, MN 55357 P: 763-498-7844 F: 763-498-9951	1	X	\$207,800	\$12,200	
Derau Construction 1407 Cliff Rd. E. Burnsville, MN 55337 P: 952-697-5130	1	X	\$169,400	Not Submitted	

City of Brooklyn Park Request for Council Action

Agenda Item:	4.9	Meeting Date:	September 23, 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:	7	Presented By:	Jesse Struve, City Engineer
Item:	Approve Registered Land Survey No. ____ and Approve Temporary Construction Easement and Accept Quit Claim Deed from the Target Corporation for the TH 169/101 st Avenue Interchange Project, CIP 4042-19		

City Manager's Proposed Actions:

1. MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING REGISTERED LAND SURVEY NO. _____.
2. MOTION _____, SECOND _____, APPROVING TEMPORARY CONSTRUCTION EASEMENT AND ACCEPTING QUIT CLAIM DEED FROM THE TARGET CORPORATION FOR THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19.

Overview:

The City continues to advance the design, construction and right of way (ROW) acquisition for an interchange on Trunk Highway 169 at 101st Avenue North. The proposed grade separated interchange will eliminate the two existing access drives off 101st Avenue North to Grace Fellowship Church. The project will re-provide access to the church by extending a portion of Xylon Avenue south from 101st Avenue and then providing a connection to the church. The alignment of Xylon Avenue is consistent with the future BLRT Project and the City's Transportation Plan.

The new roadways will be constructed within properties currently owned by the Target Corporation. The impacts are consistent with the future Blue Line Light Rail Transit (BLRT) Extension Project impacts, including a future ponding area between 101st Avenue and the access to the church. City staff requested Target to donate the impacted portions of these properties; they agreed to do so by processing a Quit Claim Deed.

The City Attorney prepared a Quit Claim Deed to convey ownership of the needed land to the City. The City's consultant (SRF Consulting Group, Inc.) prepared the RLS, and Target Corporation attorneys prepared the Temporary Easement Document. All parties reviewed the documents and find them acceptable. Copies of the documents are attached. Staff recommends the City Council approve Registered Land Survey No. ____ for the TH 169 / 101st Avenue Interchange Project.

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:

- 4.9A RESOLUTION
- 4.9B LOCATION MAP
- 4.9C REGISTERED LAND SURVEY NO. _____
- 4.9D QUIT CLAIM DEED
- 4.9E TEMPORARY CONSTRUCTION EASEMENT
- 4.9F QUIT CLAIM AREA FIGURE
- 4.9G TEMPORARY EASEMENT AREA FIGURE

RESOLUTION #2019-

RESOLUTION APPROVING REGISTERED LAND SURVEY NO. _____

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

WHEREAS, the Project involves the construction of an interchange at Trunk Highway (“TH”) 169 and 101st Avenue, which will eliminate the existing access to and from the Grace Fellowship Church; and

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

WHEREAS, the City has requested property (“Property”) from the Target Corporation to provide alternative access to the Grace Fellowship Church, and Target has agreed to provide this Property via a Quit Claim Deed; and

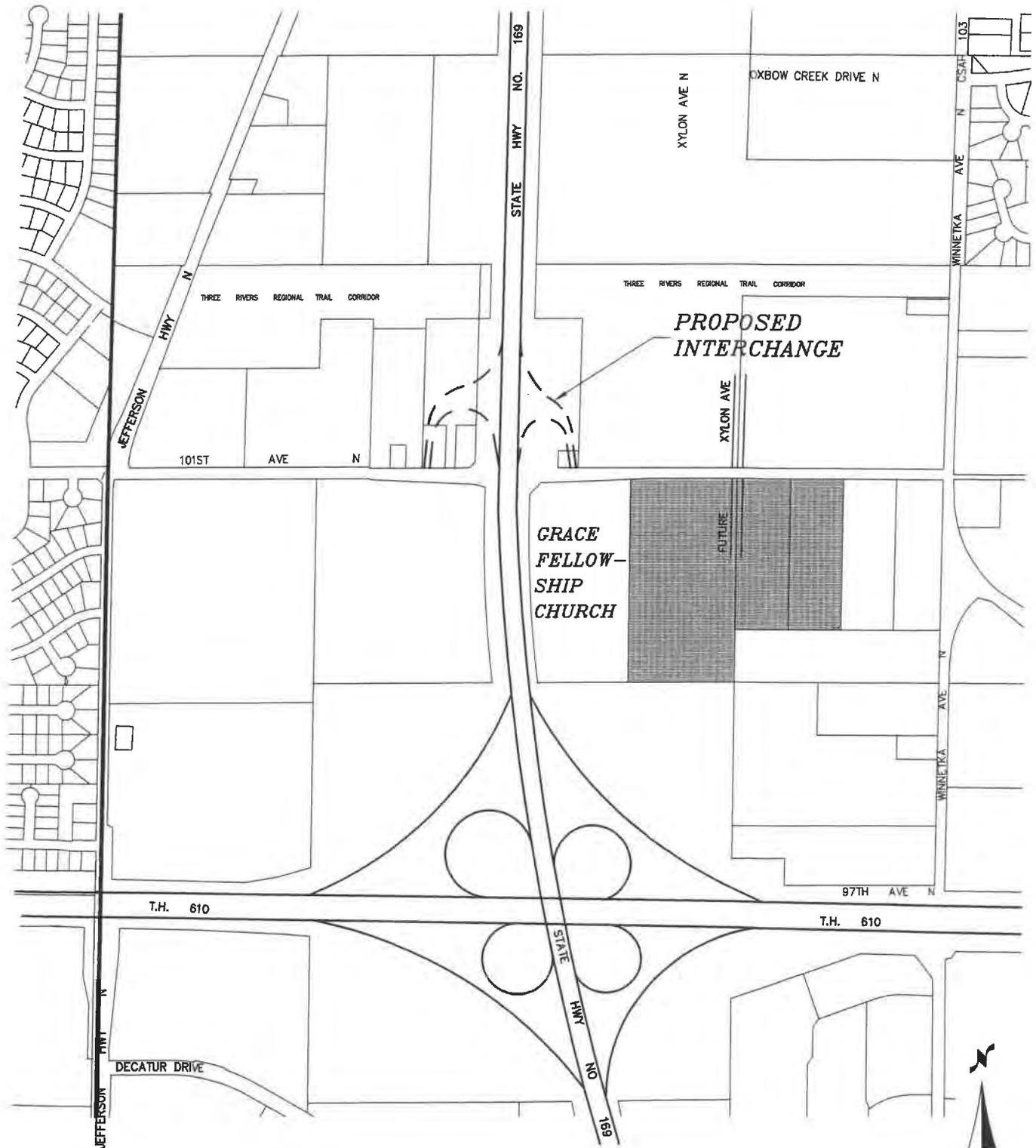
WHEREAS, the transfer of the Property requires the preparation of a Registered Land Survey (“RLS”) and the City’s Consultant, SRF Consulting Group, Inc., has prepared the RLS.

WHEREAS, the City Attorney, the attorneys for the Target Corporation, and the City Engineer have reviewed the RLS and find it to be acceptable.

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

1. The City Council approves Registered Land Survey No. _____.
2. The Mayor and City Manager are authorized to execute the Registered Land Survey.

LOCATION MAP



LEGEND



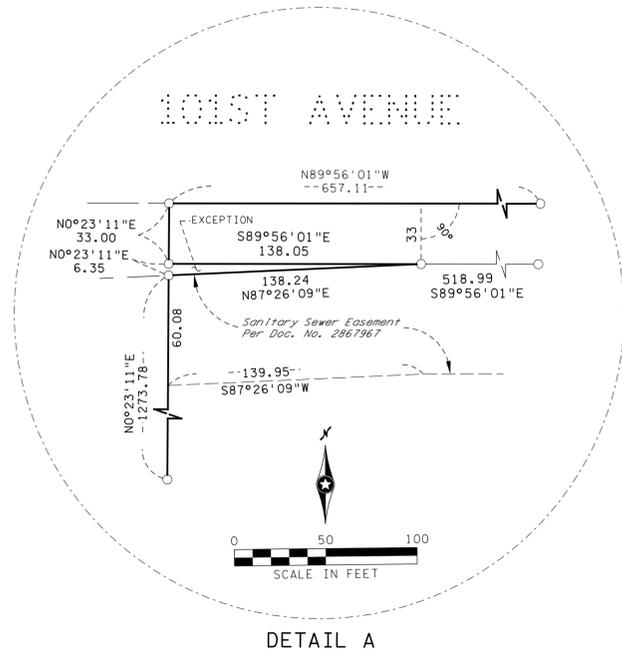
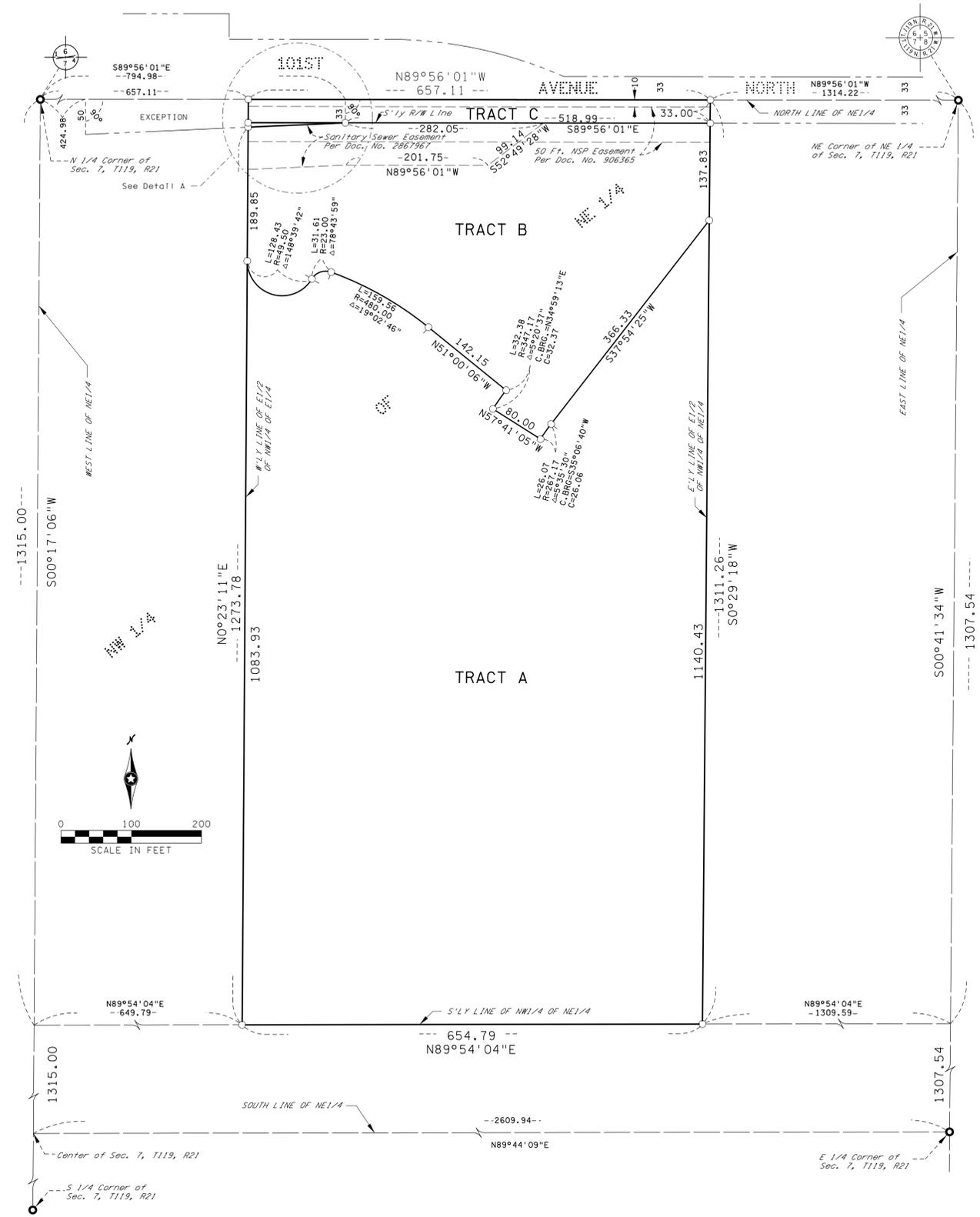
IMPACTED TARGET
CORP. PARCELS



NO SCALE

REGISTERED LAND SURVEY NO. _____

R. T. DOC. NO. _____



- FOR THE PURPOSES OF THIS SURVEY THE NORTH LINE OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR N89°56'01"W
- DENOTES HENNEPIN COUNTY CASTIRON MONUMENT
 - DENOTES 1/2" X 14" IRON MONUMENT SET AND MARKED WITH LICENSE NO. 16679

I, Dean Dusheck, hereby certify that, in accordance with the provisions of Minnesota Statutes, Section 508.47, I have surveyed the following described property situated in the County of Hennepin, State of Minnesota:

The East 1/2 of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof which lies Southerly of the Southerly right of way line of the public road running along the North line of said Section 7, and Northerly of line 1 described below:

Line 1: Beginning at a point on the North line of said Section 7 distant 794.98 feet East of the North Quarter corner thereof; thence run Southerly at right angles to said North Section line for 33 feet; thence run Westerly to a point distant 50 feet Southerly (measured at right angles) of a point on said North Section line distant 424.98 feet East of the North Quarter corner thereof and there terminating.

I hereby certify that REGISTERED LAND SURVEY was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that this REGISTERED LAND SURVEY is a correct representation of said parcel of land. Dated this _____ day of _____, 20____.

Dean Dusheck, Licensed Land Surveyor
Minnesota License No. 16679

CITY OF BROOKLYN PARK, MINNESOTA

This REGISTERED LAND SURVEY was approved and accepted by the City Council of the City of Brooklyn Park, Minnesota at a regular meeting thereof on this _____ day of _____, 20____.

By: _____ Mayor

By: _____ Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that the taxes payable in 20____ and prior years have been paid for land described on this REGISTERED LAND SURVEY, dated this _____ day of _____, 20____ by Mark V. Chapin, Hennepin County Auditor.

By: _____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MINN STAT. Sec. 383B.565 (1969) this REGISTERED LAND SURVEY has been approved this _____ day of _____, 20____ by Chris F. Mavis, Hennepin County Surveyor.

By: _____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within REGISTERED LAND SURVEY NO. _____ was filed in the office this _____ day of _____, 20____ at _____ o'clock ____M.

Martin McCormick, Registrar of Titles.

By: _____ Deputy



-----Reserved for Recording Data-----

This instrument was drafted by:

James J. Thomson
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, Minnesota 55402

State Deed Tax Due Hereon: \$1.70 Effective Date: As of _____, 2019

Consideration for this transfer is less than \$500.00.

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, TARGET CORPORATION, a Minnesota corporation ("**Grantor**"), whose address is Attn: Property Administration/Target North Campus, 1000 Nicollet Mall, Minneapolis, MN 55403, hereby conveys and quitclaims to the CITY OF BROOKLYN PARK, MINNESOTA, a Minnesota municipal corporation ("**Grantee**"), whose address is 5200 85th Ave N, Brooklyn Park, MN 55443, that certain real property located in the City of Brooklyn Park, Hennepin County, Minnesota (the "**Property**"), legally described on Exhibit A attached hereto together with all hereditaments and appurtenances.

Said real property shall be used solely for public purposes, including, but not limited to, road access, utilities, and drainage for 101st Avenue, Xylon Avenue, and Grace Fellowship (Church).

Check here if part or all of the land is Registered (Torrens) X

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

EXHIBIT A TO QUITCLAIM DEED

Parcel 13

Tracts B and C, Registered Land Survey No. _____, Hennepin County, Minnesota.

Hennepin County, Minnesota
Torrens Property

Parcel 14

A portion of the West 330 feet, as measured at right angles to the West line, of the Northeast Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota described as follows:

Beginning at the Northwest Corner of said Northeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 18 seconds West, assumed bearing along the west line thereof, 170.83 feet; thence North 37 degrees 54 minutes 25 seconds East 6.78 feet; thence northeasterly 116.57 feet along a tangential curve, concave to the northwest, having a radius of 337.17 feet and a central angle of 19 degrees 48 minutes 33 seconds; thence South 89 degrees 56 minutes 01 seconds East, not tangent to last described curve, 94.32 feet; thence North 00 degrees 00 minutes 00 seconds East, 30.00 feet to the southerly right of way line of 101st Avenue North; thence South 89 degrees 56 minutes 01 seconds East, along said southerly right of way line, 178.24 feet to the east line of said west 330.00 feet; thence North 00 degrees 29 minutes 18 seconds East, along the east line of said west 330.00 feet, 33.00 feet to the north line of said Northeast Quarter of the Northeast Quarter; thence North 89 degrees 56 minutes 01 seconds West, along said north line, 330.01 feet to the point of beginning.

Hennepin County, Minnesota
Abstract Property

This Instrument Prepared By:

Target Corporation Law Department
1000 Nicollet Mall, TPS-3155
Minneapolis, MN 55403

RECORD and RETURN TO:

Target Corporation Law Department
1000 Nicollet Mall (TPS-3155)
Minneapolis, MN 55403
Attn: Rebecca Goughnour

TEMPORARY EASEMENT AGREEMENT

(101st Avenue, Xylon Avenue, and Church)

THIS TEMPORARY EASEMENT AGREEMENT (the “**Agreement**”) is dated _____, 2019, by and between Target Corporation, a Minnesota corporation (“**Grantor**”) and the City of Brooklyn Park, Minnesota, a Minnesota municipal corporation (“**Grantee**”).

RECITALS:

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the parties hereto:

1. Grantor is the owner of certain parcels of land (“**Target Property**”) situated in the City of Brooklyn Park, Hennepin County, Minnesota.
2. The Grantee desires to obtain from Grantor a temporary easement for the construction of an access road for the expansion of 101st Avenue, an access road for the new Xylon Avenue, and an access road for Grace Fellowship Church in the areas located in Hennepin County, Minnesota, legally described on Exhibit A (collectively, the “**Temporary Easement Area**”) as depicted on Exhibit B attached hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee agree and covenant as follows:

**SECTION 1
GRANT OF TEMPORARY EASEMENTS**

Grantor hereby grants, bargains, sells and conveys to the Grantee a temporary construction easement (“**Temporary Construction Easement**”) for the purpose of constructing the access roads, drainage, and utilities extending over, upon and across the Temporary Easement Area. The Temporary Construction Easement will automatically terminate upon the earlier of the following to occur: 1) on December 31, 2024 or 2) completion of the construction of the access roads, drainage, and utilities for the 101st Avenue expansion, the new Xylon Avenue, and Grace Fellowship Church.

SECTION 2 RESTORATION BY GRANTEE

If the surface of Grantor’s Property or any portion thereof, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed by installation, operation, maintenance, replacement or removal activities or other activities performed by or on behalf of Grantee, said surface and improvements shall be promptly restored by Grantee to their condition just prior to such disturbance. Immediately following the performance of work by or on behalf of Grantee, Grantee shall remove from the Temporary Easement Area and surrounding land all equipment, materials and debris resulting from or used in connection with such work.

SECTION 3 MISCELLANEOUS

A. If either party brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted.

B. Grantor warrants that Grantor owns the Temporary Easement Area and has the right, title, and capacity to convey the Temporary Construction Easement to the Grantee.

C. The provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the signatories hereto and the successors and assigns of each who become owners, respectively, of the Temporary Construction Easement Area; provided, however, that any liability or obligation of an owner hereunder as to future events shall terminate upon the transfer of such ownership interest and the assumption in writing by the transferee of the obligations set forth on the transferring party.

D. With respect to the Temporary Construction Easement, the Grantee shall at all times during the term of such easement maintain in full force and effect comprehensive public liability insurance with a financially responsible insurance company or companies; such insurance to provide for a limit of not less than Two Million Dollars (\$2,000,000.00) for personal or bodily injury or death to any one person, for a limit of not less than Two Million Dollars (\$2,000,000.00) for personal or bodily injury or death to a number of

persons arising out of any one occurrence, and for a limit of not less than One Million Dollars (\$1,000,000.00) in respect of any instance of property damage. Such insurance shall name Grantor as an additional insured with respect to matters relating solely to the Temporary Easement Area. The insurance may be carried under (i) an individual policy, (ii) a blanket policy or policies which include other liabilities, properties and locations of Grantor, (iii) a plan of self-insurance, provided that Grantor has and maintains \$40,000,000.00 or more of net current assets as evidenced by its annual report that is audited by an independent certified public accountant, or (iv) a combination of any of the foregoing insurance programs.

It is expressly understood and agreed that each party does not assume any liability for the negligent acts of any other party, its agents, servants, successors and assigns as it relates to construction, operation and/or maintenance of the Temporary Easement Area. Any party found responsible for any property or bodily injury by any court of competent jurisdiction shall indemnify, protect and hold harmless each other party from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.

D. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

Grantor: TARGET Property Development
Attn: Property Administration/Target North Campus
1000 Nicollet Mall
Minneapolis, MN 55403

Grantee: City of Brooklyn Park
Attn: City Transportation Engineer
5200 85th Ave. N.
Brooklyn Park, MN 55443

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

"Grantee"
CITY OF BROOKLYN PARK

"Grantor"
TARGET CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ and _____, the _____ and the _____ of the City of Brooklyn Park, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

My commission expires:

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ the _____ of Target Corporation, a Minnesota corporation, on behalf of the corporation.

Notary Public

My commission expires:

EXHIBITS

Exhibit A	Temporary Easement Area
Exhibit B	Visual Depiction of Temporary Easement Area

EXHIBIT A
TEMPORARY EASEMENT AREA

Parcel 13

Commencing at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota; thence South 00 degrees 29 minutes 18 seconds West, assumed bearing, along the easterly line of said Northwest Quarter of the Northeast Quarter, 228.43 feet to the beginning of the line to be described; thence South 37 degrees 54 minutes 25 seconds West, 320.58 feet; thence southwesterly, 42.66 feet along a tangential curve, concave to the southeast, having a radius of 232.17 feet and a central angle of 10 degrees 31 minutes 39 seconds; thence North 62 degrees 37 minutes 14 seconds West, not tangent to last described curve, 145.00 feet; thence northeasterly, 38.30 feet along a non-tangential curve, concave to the southeast, having a radius of 377.17 feet, central angle of 05 minutes 49 minutes 08 seconds, chord bearing of North 30 degrees 17 minutes 20 seconds East and a chord distance of 38.29 feet; thence North 51 degrees 00 minutes 06 seconds West, not tangent to last described curve, 113.99 feet; thence northwesterly, 144.07 feet along a tangential curve, concave to the southwest, having a radius of 450.00 feet and a central angle of 18 degrees 20 minutes 37 seconds; thence South 00 degrees 23 minutes 11 seconds West, not tangent to last described curve, 33.87 feet; thence North 89 degrees 36 minutes 49 seconds West, 114.60 to the west line of the East Half of said Northwest Quarter of the Northeast Quarter, said line there terminating.

Excepting therefrom the following described land:

Beginning at the Northeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 7; thence South 00 degrees 29 minutes 18 seconds West, assumed bearing along the easterly line thereof, 170.83 feet; thence South 37 degrees 54 minutes 25 seconds West, 366.33 feet; thence southwesterly, 26.07 feet along a tangential curve, concave to the southeast, having a radius of 267.17 feet and a central angle of 05 degrees 35 minutes 30 seconds; thence North 57 degrees 41 minutes 05 seconds West, not tangent to last described curve, 80.00 feet; thence northeasterly, 32.38 feet along a non-tangential curve, concave to the southeast, having a radius of 347.17 feet, central angle of 05 degrees 20 minutes 37 seconds, chord bearing North 34 degrees 59 minutes 13 seconds East and a chord distance of 32.37 feet; thence North 51 degrees 00 minutes 06 seconds West, not tangent to last described curve, 142.15 feet; thence northwesterly, 159.56 feet along a tangential curve, concave to the southwest, having a radius of 480.00 feet and a central angle of 19 degrees 02 minutes 46 seconds; thence southwesterly, 31.61 feet along a tangential curve, concave to the south, having a radius of 23.00 feet and a central angle of 78 degrees 43 minutes 59 seconds; thence southerly, westerly, and northwesterly 128.43 feet along a reverse curve, concave to the north, having a radius of 49.50 feet and a central angle of 148 degrees 39 minutes 42 seconds to the west line of the East Half of said Northwest

Quarter of the Northeast Quarter; thence North 00 degrees 23 minutes 11 seconds East, along said west line, not tangent to last described curve, 189.85 feet to said southerly right of way line; thence North 87 degrees 26 minutes 09 seconds East, along said southerly right of way line, 138.24 feet; thence North 89 degrees 56 minutes 01 seconds West, 138.06 feet to said west line; thence North 00 degrees 23 minutes 11 seconds East, along said west line, 33.00 feet to the north line of the East Half of said Northwest Quarter of the Northeast Quarter; thence South 89 degrees 56 minutes 01 seconds East, along said north line, 657.11 feet to the point of beginning.

Parcel 14

All that land lying northerly and westerly of the following described line:

Commencing at the Northwest Corner of said Northeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 18 seconds West, assumed bearing along the west line thereof, 228.43 feet to the point of beginning of the line to be described; thence North 37 degrees 54 minutes 25 seconds East, 52.52 feet; thence northeasterly 134.79 feet along a tangential curve, concave to the northwest, having a radius of 372.17 feet and a central angle of 20 degrees 45 minutes 05 seconds; thence South 89 degrees 56 minutes 01 seconds East, not tangent to last described curve, 237.14 feet to the east line of the west 330.00 feet of said Northeast Quarter of the Northeast Quarter and said line there terminating.

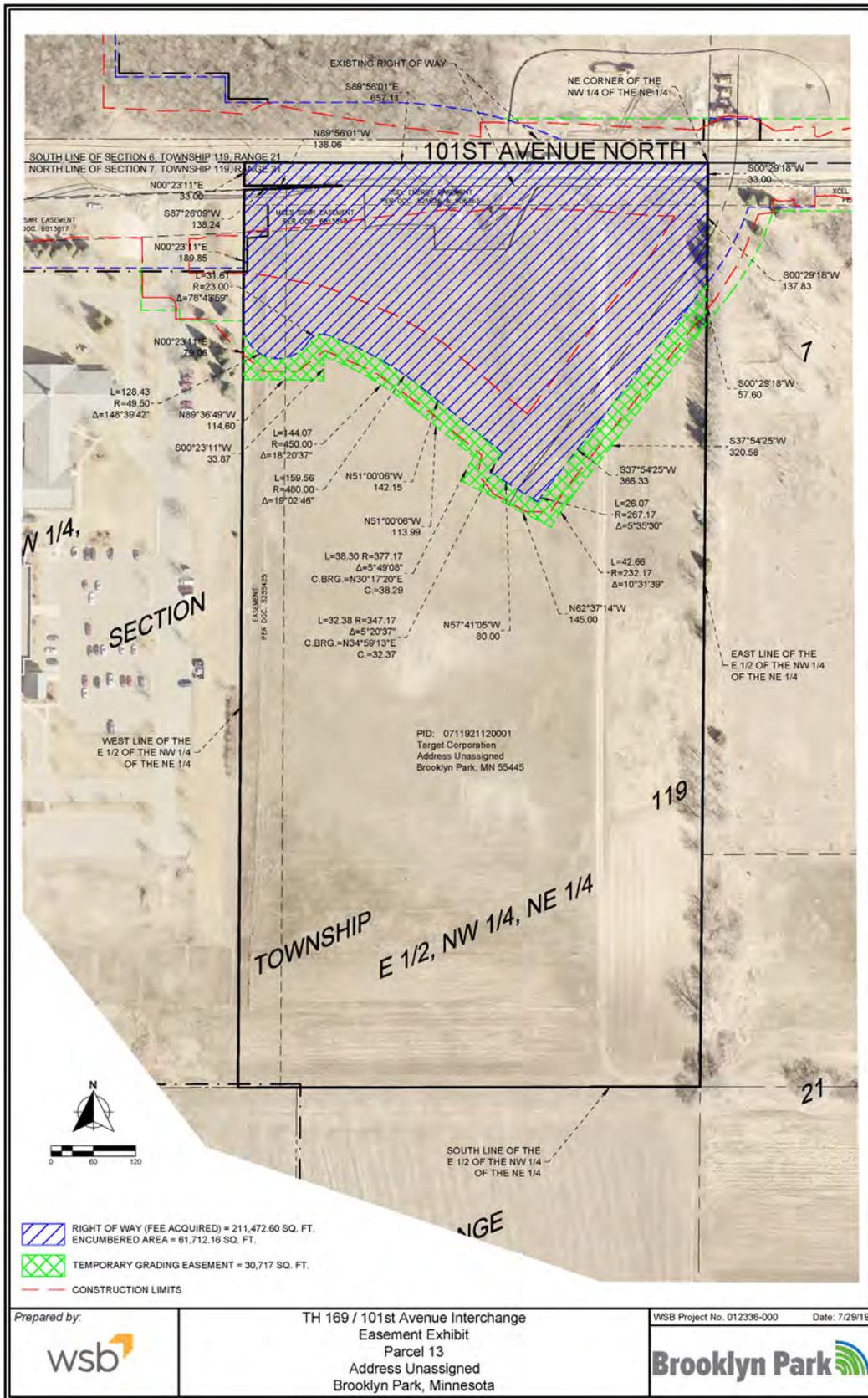
Excepting therefrom the following described land:

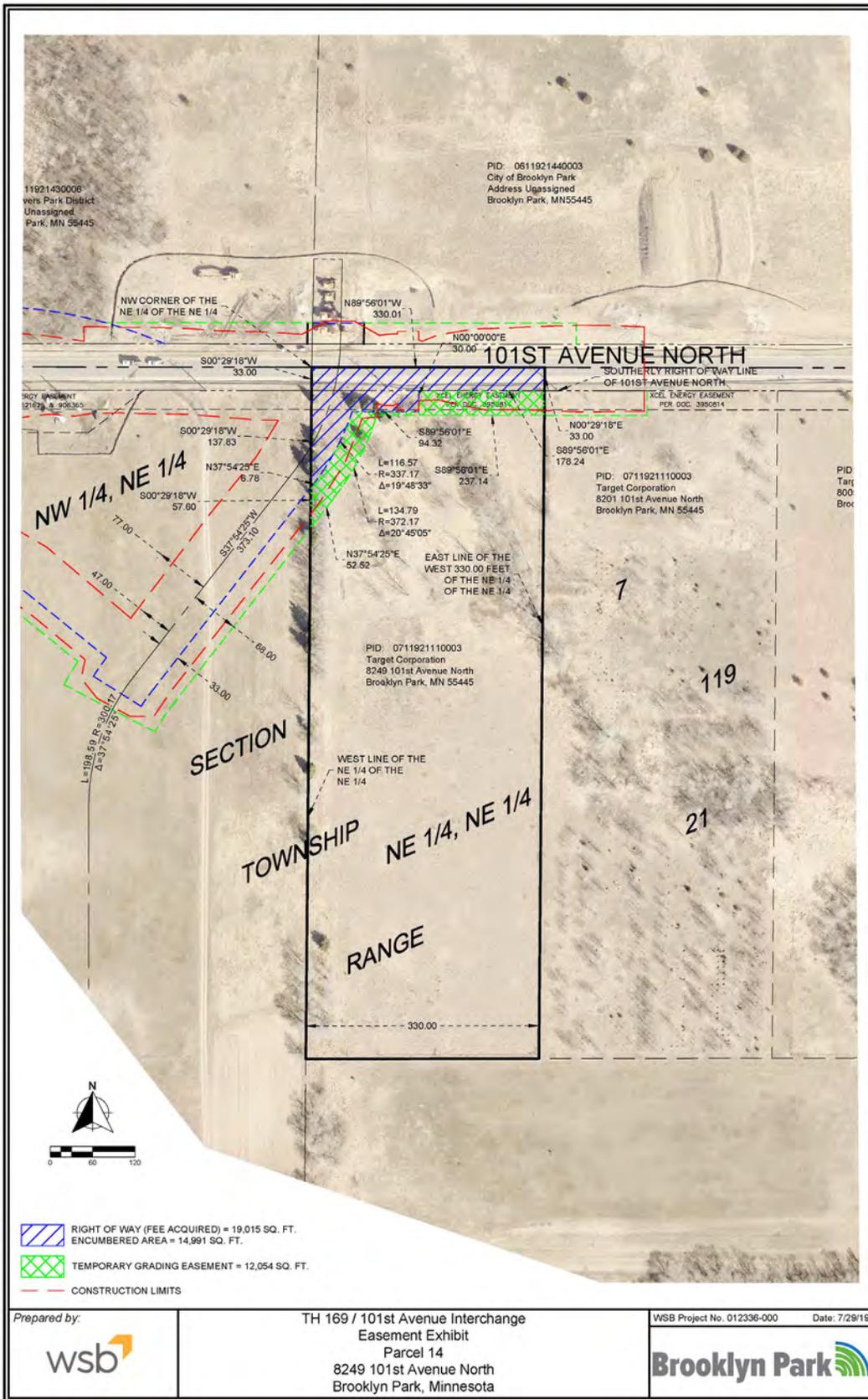
Beginning at the northwest corner of said Northeast Quarter of the Northeast Quarter; thence South 00 degrees 29 minutes 18 seconds West, assumed bearing along the west line thereof, 170.83 feet; thence North 37 degrees 54 minutes 25 seconds East 6.78 feet; thence northeasterly 116.57 feet along a tangential curve, concave to the northwest, having a radius of 337.17 feet and a central angle of 19 degrees 48 minutes 33 seconds; thence South 89 degrees 56 minutes 01 seconds East, not tangent to last described curve, 94.32 feet; thence North 00 degrees 00 minutes 00 seconds East, 30.00 feet to the southerly right of way line of 101st Avenue North; thence South 89 degrees 56 minutes 01 seconds East, along said southerly right of way line, 178.24 feet to the east line of said west 330.00 feet; thence North 00 degrees 29 minutes 18 seconds East, along the east line of said west 330.00 feet, 33.00 feet to the north line of said Northeast Quarter of the Northeast Quarter; thence North 89 degrees 56 minutes 01 seconds West, along said north line, 330.01 feet to the point of beginning.

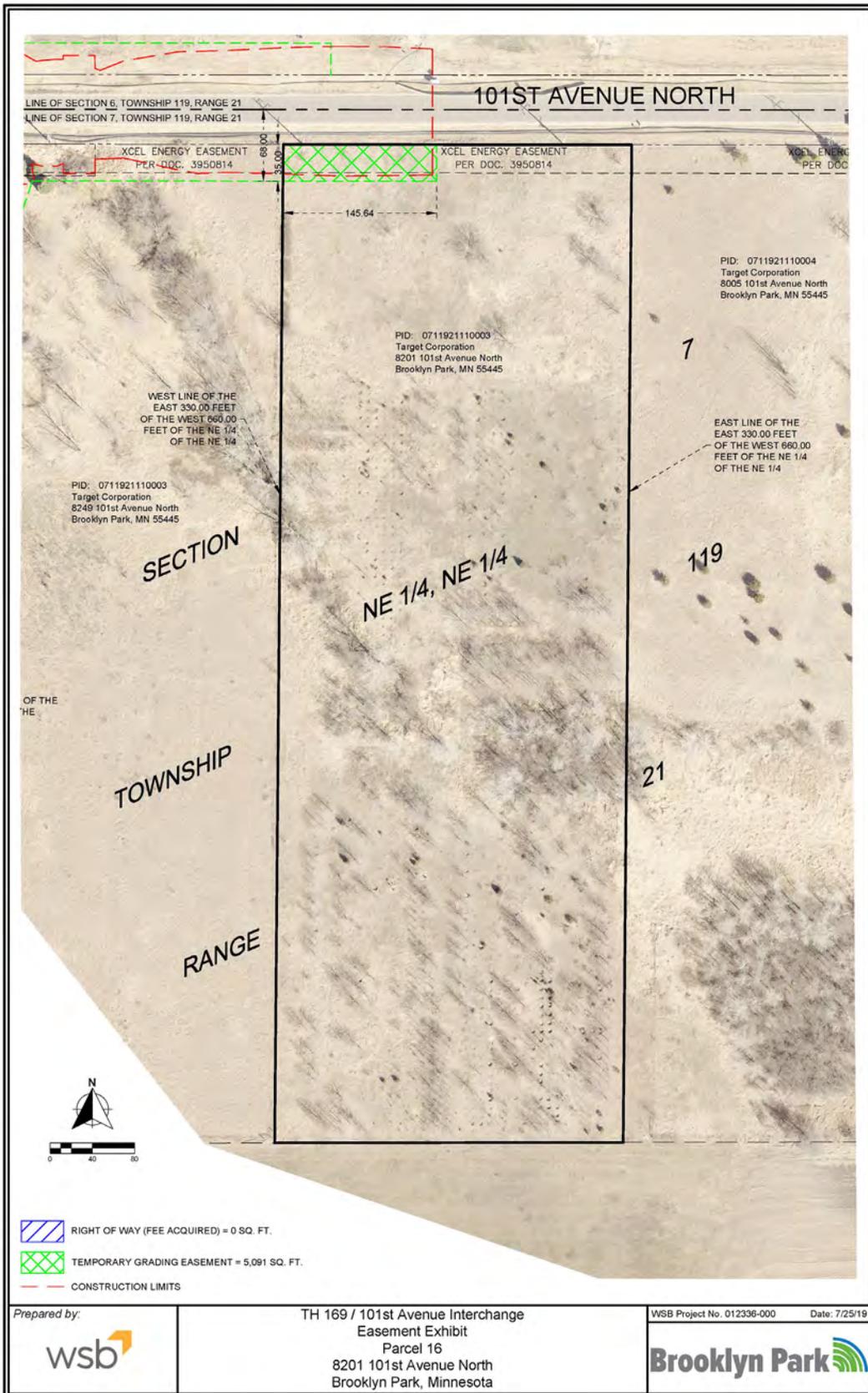
Parcel 16

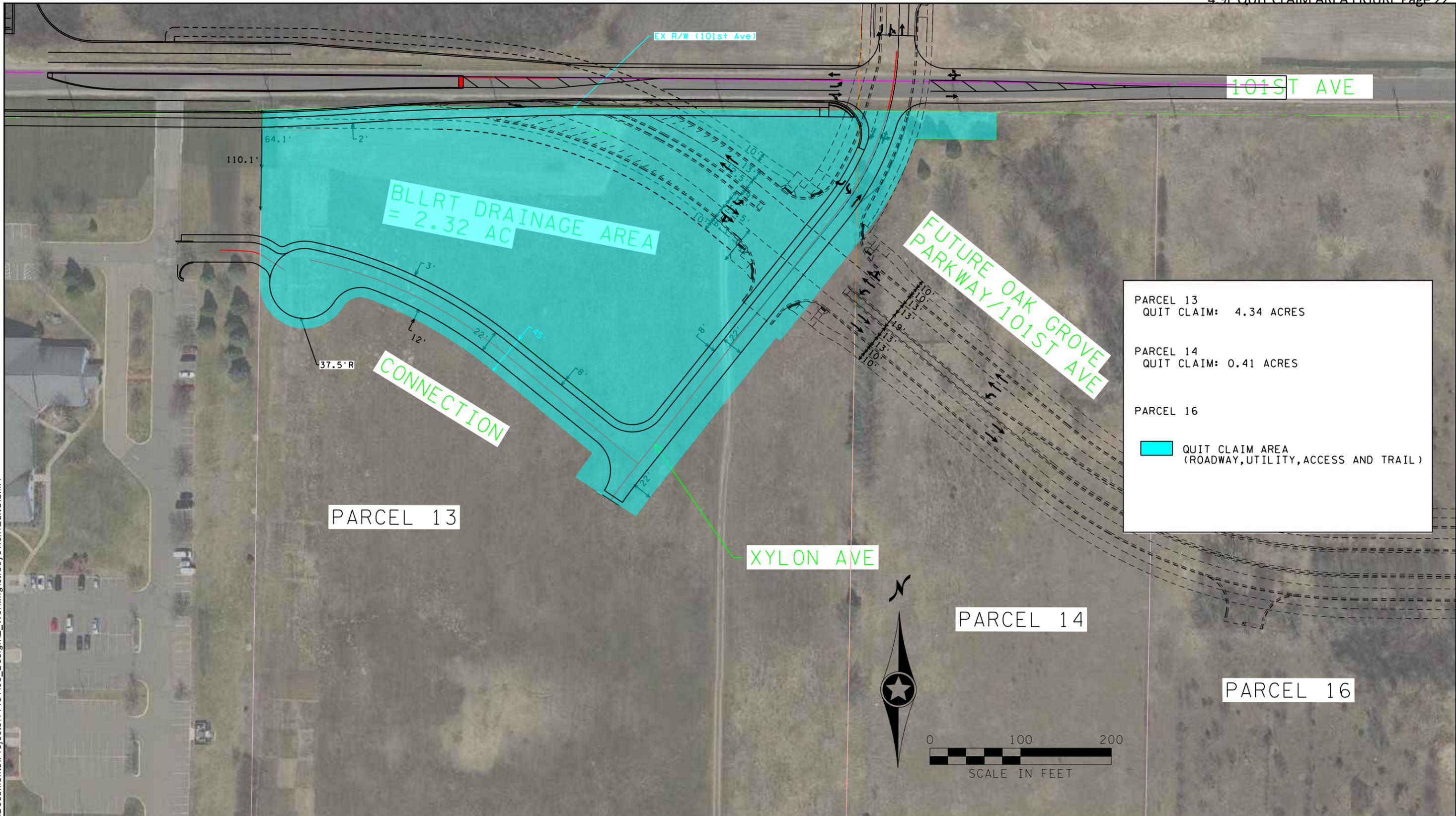
The North 35.00 feet of the West 145.64 feet of the East 330.00 feet of the West 660.00 feet lying north of the South 330.00 feet thereof of Northeast Quarter of the Northeast Quarter, Section 7, Township 119, Range 21, Hennepin County, Minnesota.

EXHIBIT B
DEPICTION OF TEMPORARY EASEMENT AREA









PARCEL 13	QUIT CLAIM: 4.34 ACRES
PARCEL 14	QUIT CLAIM: 0.41 ACRES
PARCEL 16	
	QUIT CLAIM AREA (ROADWAY, UTILITY, ACCESS AND TRAIL)

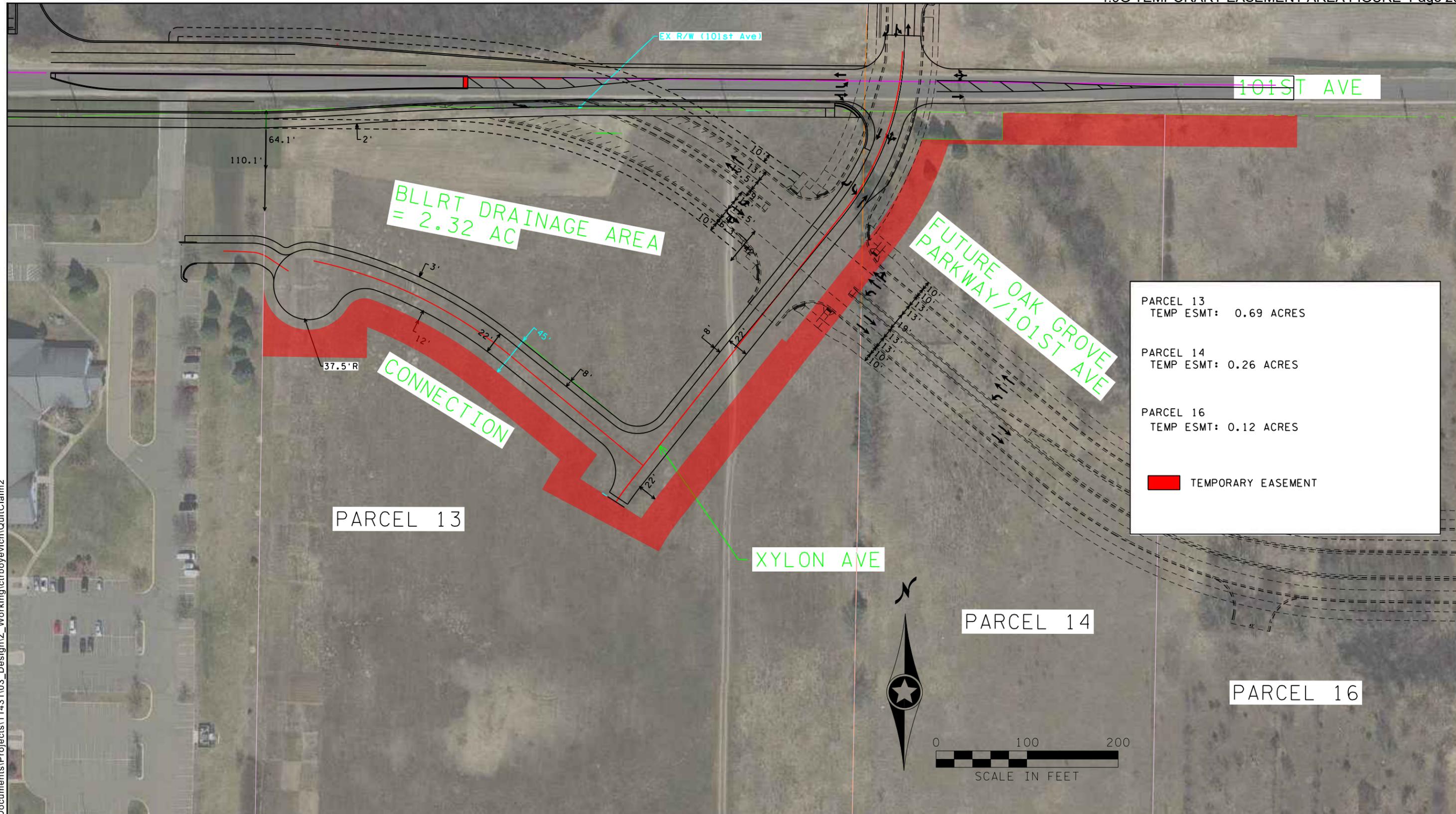
**TH 169 / 101ST AVENUE INTERCHANGE
TARGET QUIT CLAIM AREAS TO CITY
ATTACHMENT A
updated 5/29/2019**

PARCEL LINE	
EXISTING R/W	
PROPOSED R/W	
TEMP EASE	
PROPOSED D&U	
CONST LIMITS	

CITY OF BROOKLYN PARK CLIENT NUMBER

	DATE	PARCEL
	5/29/2019	----

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BLRT DRAINAGE AREA
= 2.32 AC

FUTURE OAK GROVE
PARKWAY/101ST AVE

CONNECTION

PARCEL 13

XYLON AVE

PARCEL 14

PARCEL 16

PARCEL 13	TEMP ESMT: 0.69 ACRES
PARCEL 14	TEMP ESMT: 0.26 ACRES
PARCEL 16	TEMP ESMT: 0.12 ACRES
	TEMPORARY EASEMENT



TH 169 / 101ST AVENUE INTERCHANGE
TARGET TEMPORARY EASEMENTS TO CITY
ATTACHMENT A
updated 5/29/2019

PARCEL LINE	
EXISTING R/W	
PROPOSED R/W	
TEMP EASE	
PROPOSED D&U	
CONST LIMITS	

CITY OF BROOKLYN PARK

CLIENT NUMBER



DATE
5/30/2019

PARCEL

3:16:06 PM 5/30/2019 pw:\srf-pw.bentley.com:srf-pw\Documents\Projects\1143103_Design\Z_Working\trbrbojevich\QuitClaim2

City of Brooklyn Park Request for Council Action

Agenda Item:	4.10	Meeting Date:	September 23, 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:	6	Presented By:	Jesse Struve, City Engineer
Item:	Approve Purchase Agreement for Acquisition of 8800 101 st Avenue North for the TH 169/101 st Avenue Interchange Project, CIP 4042-19		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING PURCHASE AGREEMENT FOR ACQUISITION OF 8800 101ST AVENUE NORTH FOR THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19.

Overview:

The City Council took several actions over the past five years confirming Brooklyn Park's participation in the design, construction and right of way (ROW) acquisition for an interchange on Trunk Highway 169 at 101st Avenue North. In April 2019, the City Council authorized approval of appraised values, offers for compensation, and acquisition by eminent domain for the interchange project.

The City received the final appraisals for the required right of way needs of the project in May/June and initial offers were made to the affected properties. The offers were based on independent appraisals for the fair market value of the property including severance damages (where required). The initial offers were followed by one month of negotiations, as required by the state, prior to filing for eminent domain on July 15, 2019. The City should obtain title and possession by the condemnation action via "quick-take" process of the required properties by October 14, 2019.

Staff is continuing to work with our land acquisition consultant (WSB Associates) and the city attorney to reach negotiated settlements with all property owners. The April 2019 Council action approved allowing staff and consultants to negotiate reasonable settlements with the property owners with subsequent Council approval. The city attorney and WSB indicate it is reasonable for the City's last written offer prior to filing for eminent domain to be higher than the City appraised values. The goal of this higher offer is to minimize "risk" by avoiding condemnation, additional city attorneys' fees, and paying the court cost and attorneys' fees of the landowner.

Parcel 9 is a 32,331 square foot parcel that includes a single-family home and is addressed as 8800 101st Avenue North. The entire parcel is needed for the project and the City's appraiser determined value of the parcel at \$175,000. State law indicates the City must adjust this value to \$220,000 to account for additional cost for the landowner to purchase a comparable home in the community. Under the Uniform Relocation Act, the City must also make a replacement housing payment when the amount paid for a residential property is less than what a comparable property costs on the market at the date of displacement. WSB calculated this payment is \$80,000. As a result, the total minimum costs of acquiring Parcel 9 was \$300,000 (exclusive of other relocation costs).

Based on discussions with the city attorney and WSB, it was deemed reasonable to increase the city's offer to \$348,000 to avoid litigation costs associated with the condemnation process. The landowner agreed to accept the \$348,000 offer.

The City Attorney prepared a purchase agreement to convey ownership from the landowner to the city. A copy of this document is attached. Staff and WSB reviewed this document and recommend the City Council approve the purchase agreement for acquisition of 8800 101st Avenue North for the TH 169 / 101st Avenue Interchange Project.

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:

- 4.10A RESOLUTION
- 4.10B PURCHASE AGREEMENT
- 4.10C LOCATION MAP
- 4.10D MAY 1, 2019 WSB LETTER (OFFER TO PURCHASE AND MINIMUM COMPENSATION STUDY)
- 4.10E MAY 31, 2019 WSB LETTER (REPLACEMENT HOUSING PURCHASE SUPPLEMENT)
- 4.10F POWER OF ATTORNEY FORM

RESOLUTION #2019-

RESOLUTION APPROVING PURCHASE AGREEMENT FOR ACQUISITION OF 8800 101ST AVENUE
NORTH FOR THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19

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

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

WHEREAS, the Project involves the construction of an interchange at Trunk Highway ("TH") 169 and 101st Avenue; and

WHEREAS, the City is responsible for obtaining the necessary right of way for the Project, and the City Council authorized approval of appraised values, offers for compensation and acquisition by eminent domain at the April 22, 2019 meeting; and

WHEREAS, the City has deemed it necessary to acquire all of the parcel located at 8800 101st Avenue North (PID # 0611921340002) for the project; and

WHEREAS, the City Engineer, City Attorney and the City's consultant have agreed upon a purchase price of \$348,000 for the parcel with the landowner; and

WHEREAS, the City Attorney has prepared a purchase agreement to convey the parcel from the landowner to the City for the agreed upon price; and

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

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

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

1. The City Council approves the purchase agreement for acquisition of 8800 101st Avenue North for the TH 169 / 101st Avenue Interchange Project for a cost of \$348,000.00.
2. The Mayor and City Manager are authorized to execute the purchase agreement on behalf of the City.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of _____, 2019, by and between Bernadine H. Simons, a widow not remarried ("Seller"), and the City of Brooklyn Park, a municipal corporation under Minnesota law ("Purchaser").

RECITALS:

A. Seller is the owner of a residential real property legally described on Exhibit A attached hereto and incorporated herein (the "Real Property").

B. Seller has agreed to convey the Property to Purchaser and Purchaser desires to purchase the same, pursuant to, and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, Purchaser and Seller agree as follows:

1.0 Property To Be Purchased.

(a) Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real property which is commonly known as 8800-101st Avenue, Brooklyn Park, MN 55445, which is legally described on Exhibit A attached hereto, and which is also identified by Hennepin County as tax identification parcel number 06-119-21-34-0002 ("Real Property"), on terms satisfactory to the Purchaser, and subject to the parties' compliance with the terms and conditions of this Purchase Agreement.

(b) Pursuant to this Agreement and in return for the payment of the [REDACTED] purchase price, Seller is also selling to Purchaser and Purchaser is also purchasing from Seller all improvements located on the Real Property.

© Purchaser has filed eminent domain proceedings in Hennepin County District Court File No. 27-CV-19-1198 to acquire the Property.

(d) Seller waives any objections to the public purpose and necessity of Purchaser's taking of the Property in the eminent domain proceeding and all objections which she otherwise could assert to the procedures followed by Purchaser in authorizing or prosecuting said eminent domain proceeding.

2.0 Purchase Price and Earnest Money. The purchase price to be paid by Purchaser for the Property is Three Hundred Forty Eight Thousand and no/100 Dollars (\$348,000.00) ("Purchase Price"). Within five days after execution of this Agreement by Seller and Purchaser, Purchaser shall deposit the amount of \$5,000.00 with First American Title Insurance Company, 701 Xenia Avenue South, Ste. 450, Golden Valley, MN 55416 ("Title Company") as earnest money to be held in accordance with an escrow agreement in the form attached hereto as Exhibit B and incorporated herein, which earnest money and accrued interest shall be applied in part payment of the Purchase Price at closing. The

balance of the Purchase Price, plus or minus pro-rations and adjustments as set forth herein, will be paid to Seller at closing.

- 3.0 Closing Date. The closing of the purchase and sale contemplated by this Agreement shall occur within 20 days after the last of the following to occur ("Effective Date"): (a) execution of this Agreement by the Seller; (b) execution of this Agreement on behalf of the Purchaser; and (c) waiver by Purchaser or expiration of the Due Diligence Period. Purchaser may extend the closing date and the Due Diligence Period by an additional 30 days by giving written notice of its intention to do so. The closing shall take place at the office of Title Company or at such other place as the parties shall mutually agree. Seller agrees to deliver possession of the Property to Purchaser on the closing date, except that she may continue to occupy the dwelling on the Property until 60 days after the closing date. Seller shall be responsible for the payment of all utilities used on the Property until Seller's vacation of the Property, and will maintain insurance insuring the Property until Seller's vacation of the Property.
- 4.0 Evidence of Title. As soon as practicable but no later than 10 days after the Effective Date of this Agreement, Purchaser shall order and provide to Seller, at Purchaser's sole cost and expense, a preliminary commitment for an ALTA Owner's Policy of Title Insurance, issued by Title Company, in the amount of the Purchase Price, to insure Purchaser's title to the Property, including copies of documents referenced in Schedule B thereof (collectively, the "Title Commitment"). The Title Company shall provide an electronic version of the commitment and all documents described in the commitment. The Title Commitment shall have an effective date of no earlier than the Effective Date of this Agreement. The Title Commitment shall include affirmative coverages for appurtenant easements, if any, and zoning, access, contiguity, tax parcel and comprehensive endorsements. The Title Commitment shall obligate Title Company to delete standard exceptions from the Title Commitment and the policy upon Title Company's receipt of a seller's affidavit from Seller.
- 5.0 Purchaser's Conditions to Closing. The closing of the transaction contemplated by this Agreement and the obligations of the Purchaser to purchase the Property shall be subject to the following conditions:
- (a) Documents. Within five days of the Effective Date, Seller shall deliver to Purchaser those documents listed herein which are in Seller's reasonable control or possession.
 - (b) City Council Approval. Promptly following signing of this Agreement by Seller, Purchaser shall submit this agreement to the City Council of Purchaser for approval, and shall undertake to obtain City Council approval of this Agreement within 30 days following execution of this Agreement by Seller.
 - (c) Inspection and Structural. After execution of this Agreement on behalf of Purchaser, Purchaser, and its agents, employees, contractors and invitees, may, following reasonable notice to and cooperation with Seller, enter upon the Property

in order to perform such engineering, testing and other inspections as Purchaser may deem necessary, provided that neither Purchaser nor its agents shall engage in any intrusive testing without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against any and all losses, claims, causes of action, liabilities and costs of defense (including reasonable attorney's fees) incurred by Seller arising out of the actions of Purchaser, its agents, employees, contractors or invitees in the course of any such entry upon the Property. In the performance of any inspection to or upon the Property and during any access to the Property, Purchaser and his agents shall comply with all applicable laws and regulations with respect to the inspection and access and shall refrain from interfering with Seller's use of the Property. Purchaser shall assume all liability for any damages to Property or injury to persons resulting from, arising out of or incurred in connection with any inspection or access to the Property by Purchaser or its agents. Seller will also provide access to the Purchaser of all reports and records, correspondence and other documentation in the possession of Seller relevant to the Property,

- (d) Environmental. Within 5 days after execution of this Agreement on behalf of Purchaser, Purchaser shall be provided with copies of all environmental studies and reports relating to the Property which are in Seller's possession (collectively, the "Reports"), including, but not limited to, Phase One and Phase Two environmental assessments, wetland studies, or any other pertinent studies or reports. Purchaser shall have the right to perform such testing at its sole cost and expense in accordance with section 5.0 (c) above. If, prior to Closing, Purchaser, in its sole discretion, objects to the environmental conditions present on the Property, because Purchaser or its consultants find "hazardous substances" or "pollutants", as those terms are defined under state or federal law, to be present on the Property in concentrations which exceed those permitted under regulations of the Minnesota Pollution Control Agency or United States Environmental Protection Agency, Purchaser may rescind this Purchase Agreement, and instead proceed to acquire title and possession of the Property in the eminent domain proceeding, by deposit with the district court administrator or payment to the Seller and any lienholders on the Property of the City's approved appraisal amount for the Property. Notwithstanding Purchaser's rescission of this Agreement, subparagraphs © and (d) of Section 1 of this Agreement shall survive rescission of this Agreement.
- (e) Representations and Warranties. The representations and warranties in this Purchase Agreement shall be true at the time of closing as though such representations and warranties were made at such time.
- (f) Marketability. Marketability of title to said Real Property shall have been established or waived pursuant to the provisions of this Purchase Agreement.

6.0 Representations and Warranties.

- A. Seller makes the following representations and warranties to Purchaser:
- (i) Seller has the full and complete authority to sell the Property. Prior to, or at closing, Seller shall file: (a) a certified copy of the death certificate confirming the death of Raymond A. Simons, deceased; and (b) an affidavit of identity and survivorship, confirming the death of Raymond A. Simons, the deed or instrument under which Raymond A. Simons and Bernadine H. Simons took title of the Property as joint tenants, and identifying Raymond A. Simons, the deceased joint tenant, as the person named in the death certificate.
 - (ii) Seller is not a foreign person, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code.
 - (iii) There have been no bankruptcy or dissolution proceedings involving Seller during the time Seller has had any interest in the Property, there are no unsatisfied judgments or state or federal tax liens of record against Seller, and there have been no labor or materials furnished to the Property for which payment has not been paid. If there are unsatisfied liens or judgments against a person with a name similar to Seller, they are not against Seller, and Seller will provide evidence satisfactory to Title Company, prior to Closing, that such liens or judgments are not against Seller.
 - (iv) To Seller's knowledge, there are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Property.
 - (v) Seller has not received notice of any new public improvement project(s), the cost of which a governmental entity may assess against the Property.
 - (vi) To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation, and there is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind pending or, to Seller's best knowledge, threatened, against or involving any portion of the Property, except Purchaser's eminent domain proceeding to acquire a portion of the Property in District Court File No. 27-CV-19-11928, which is now pending.
 - (vii) To Seller's knowledge, Seller is not in default in the performance of any of Seller's obligations under any easement agreement, covenant, condition, restriction, or other instrument or agreement relating to the Property.

- (viii) There are not now, nor to Seller's actual knowledge have there ever been, underground or above ground storage tanks of any size or type located on the Property nor any Hazardous Substances (defined below) located on the Property in violation of applicable governmental requirements, and the Property has not been used in connection with the generation, disposal, storage, treatment or transportation of Hazardous Substances in violation of applicable governmental requirements. To Seller's actual knowledge, no activity has been undertaken on the Property that would cause or contribute to the discharge of Hazardous Substances or of fluids into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions that would require a permit under any federal or state law or local ordinance. For purposes of this Agreement, the term "Hazardous Substances" includes but is not limited to substances defined as "hazardous substances," "toxic substances," "hazardous wastes" "pollutants" or contaminants" under federal or Minnesota law. The term "hazardous substance" shall also include asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas and synthetic gas).
- (ix) For the purposes of satisfying any applicable requirements of Minn. Stat. §152.0275, Seller discloses and certifies that, to the best of her knowledge, methamphetamine production has not occurred on the Property.
- (x) That prior to closing, Seller will have terminated any and all existing leases, rental agreements or license agreements with any tenants of the Property.

The foregoing representations and warranties shall be accurate on the date hereof and on the date of closing. If, at any time prior to the closing, Seller acquires actual knowledge of events or circumstances which render the representations and warranties set forth in this section inaccurate in any respect, Seller shall immediately notify Purchaser in writing and Purchaser shall have the right to terminate this Agreement. At closing Seller shall execute and deliver to Purchaser a certificate of Seller certifying that the representations contained in this section are true as of the closing or, if such representations are no longer true, describing, in detail, the reasons why the representations are no longer true (the "Bring Down Certificate"). Seller will indemnify Purchaser, its successors and assigns, against and will hold Purchaser, its successors and assigns harmless from, any loss, liability, costs, expenses or damages, including reasonable attorney's fees, that Purchaser incurs because of the Seller's breach of any of the above representations and warranties, the inaccuracy of any of the above representations when made or remade, or Seller's failure to notify Purchaser, before the Closing, if the representations set forth above become inaccurate and Seller actually knows of such inaccuracy. The representations, warranties and indemnification set forth above shall survive the closing of this transaction and Seller's delivery of the Deed for a period of 12 months.

B. Purchaser makes the following representations and warranties to Seller:

- (i) The individuals executing this Agreement on behalf of Purchaser have the requisite authority to execute this Agreement and such other documents as are contemplated or to be delivered by Purchaser herein, and to bind Purchaser thereto; and Purchaser has the full and complete authority to purchase the Property.
- (ii) Purchaser shall promptly pay, when due, any and all charges for engineering, surveying or other studies, reports, assessments or investigations which are commissioned or requested by Purchaser and not the responsibility of Seller under this Agreement.
- (iii) Purchaser shall not change the zoning, subdivide the Property, or complete any other administrative or physical change to the Property prior to closing.

The representations and warranties contained in this section shall be true and correct on the Effective Date and closing date.

7.0 Real Estate Taxes and Special Assessments. The Parties shall pay the real estate taxes and special assessments as follows:

- (a) At or before the closing, Seller shall pay all real estate taxes, and special assessments payable therewith and any penalties and interest thereon due and payable with respect to the Property in all years prior to the year of closing, including all deferred taxes attributable to years prior to the year of closing.
- (b) Purchaser and Seller shall prorate the real estate taxes due and payable in the year of closing, on a per diem basis using a calendar year, to the date of the closing. Seller shall pay the balance of all special assessments levied, pending, certified or deferred as of the Effective Date. Seller shall in no event be required to pay special assessments imposed or to be imposed against the Property by Purchaser in connection with Purchaser's 101st Avenue and Highway 169 Interchange Project.
- (c) Purchaser shall pay all real estate taxes due and payable in the years following the year of closing.

8.0 Closing Documents. At or prior to closing, the parties shall execute and deliver the following:

- (a) Warranty Deed conveying title to Purchaser;
- (b) Assignment of all Licenses and Permits needed to operate the Property, if any;
- (c) Assignment of all Contracts, Warranties and Guarantees, if any;
- (d) Any documents reasonably required by the title company;
- (e) Affidavit Regarding Seller (MN Uniform Conveyancing Blanks Forms);

- (f) FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by Internal Revenue Code Section 1445 (b)(2) and its regulations;
- (g) IRS Form. A designation agreement designating the “reporting person” for the purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594;
- (h) Well Certificate. A certificate (or statutory statement on the Deed) signed by Seller warranting that there are no wells on the Property within the meaning of Minn. Stat. Section 1031, or if there are wells, a Well Certificate in the form required by law;
- (i) Storage Tanks. If the Property contains or contained a storage tank, an affidavit with respect thereto, as required by Minn. Stat. Sec. 116.48;
- (j) Bring Down Certificate from Seller; and
- (k) All other documents required hereunder to effectuate the provisions of this Purchase Agreement.

9.0 Closing Costs. The following costs and expenses shall be paid in connection with the closing:

- (a) Seller shall pay the cost of:
 - (i) All expenses to correct any title objections that Seller elects to undertake pursuant to section 4.0 above;
 - (ii) Proration as of the closing date of all utilities and operating expenses and rents;
 - (iii) Proration as of the closing date of real property taxes and installments of special assessments, as specified in section 7.0 above;
 - (iv) All attorneys’ fees and expenses incurred by Seller; and
 - (v) All real estate commissions, if any.
- (b) Purchaser shall pay the cost of:
 - (i) UCC searches;
 - (ii) Additional soil reports or inspection reports required by Purchaser;
 - (iii) Any recording fees for recording the Deed;
 - (iv) The Title Company’s closing fee;

- (v) Proration as of the closing date of real property taxes and installments of special assessments as provided in section 7.0 above;
- (vi) Proration as of the closing date of all utilities and operating expenses and rents as provided herein;
- (vii) All attorneys' fees and expenses incurred by Purchaser;
- (viii) All of the fees associated with the Title Policy and half of the escrow and closing fees;
- (ix) All other closing fees customarily paid for by Purchaser in a transaction of this type;
- (x) All grading, drainage, compaction, and other related site work necessary for the construction of the Project.
- (xi) All fees associated with the issuance of the Owner's Title Insurance Commitment, including State and Federal Tax Liens, Judgment and Bankruptcy Searches;
- (xii) All State Deed Taxes and/or transfer taxes on deeds; and
- (xiii) Recording fees on all releases and satisfactions of existing mortgages.

10.0 Title To Be Delivered. Seller agrees to convey marketable fee simple title in the Property to Purchaser at closing subject only to:

- (a) Covenants, conditions, restrictions, declarations and easements of record, if any, without effective forfeiture provisions and which do not interfere with present Improvements;
- (b) Utility and drainage easements which do not interfere with present Improvements;
- (c) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (d) Building, zoning and subdivision laws, ordinances and State and Federal regulations which do not interfere with present Improvements.

11.0 Operation Prior to Closing. During the Executory Period, Seller shall operate and maintain the Property in the same manner as it is being operated on the date hereof and in accordance with prudent and reasonable standards. Seller shall execute no contracts, leases, or other agreements regarding the Property during the Executory Period which extend beyond the closing date without the prior written consent of Purchaser, which consent may be withheld by Purchaser at its sole discretion. Seller shall not pledge or transfer any interest in or encumber or permit the encumbrance of the Property with any lien, easement, interest or agreement from and after the Effective Date without the prior

written consent of Purchaser, which may be withheld in Purchaser's sole and absolute discretion.

12.0 Default.

- (a) If Purchaser defaults in the performance of Purchaser's obligations under this Agreement due to no fault of Seller, then Seller may either (i) terminate this Agreement in accordance with Minnesota Statutes, Section 559.21; or (ii) seek specific performance of this Agreement.
- (b) If Seller defaults in the performance of Seller's obligations under this Agreement due to no fault of Purchaser, then Purchaser may either (i) terminate this Agreement in accordance with Minnesota Statutes, Section 559.21; or (ii) seek specific performance of this Agreement.
- (c) Notwithstanding anything in this Section 12.0 to the contrary, any action by Seller for specific performance or damages must be commenced no later than 90 days after the date of the occurrence of Purchaser's default. The limitation set forth in the preceding sentence shall not apply to claims for indemnification or contribution specifically provided for in this Agreement.
- (d) Seller waives any objection she may have to the public purpose and necessity of the condemnation by Purchaser of a portion of the Property for road reconstruction and related purposes which is now pending in Court File No.27-CV-19-11928, and waives any objection to the filing by the district court of an order approving the Purchaser's taking and use of quick take to acquire title and possession of said portion of the Property, as provided in Purchaser's petition for condemnation in said action.

13.0 Assignment. Prior to the closing, Purchaser shall be entitled to assign the Agreement to another legal entity. Such entity will assume all of the rights, duties and obligations of the Purchaser under the Agreement and Purchaser under the Agreement shall be released from any such right, duties and obligations.

14.0 Miscellaneous. The following general provisions govern this Agreement:

- (a) Time of Essence. Time is of the essence of this Agreement. If not responded to, in writing by 5:00 pm on _____ 2019, this offer will be considered to be null and void.
- (b) Governing Law. This Agreement is made and executed under and in all respects to be governed by the laws of the State of Minnesota.
- (c) Notices. The mailing addresses of the Seller and Purchaser are as follows (or to such other respective addresses as may be designated by notice given in accordance with provisions of this section):

If to Purchaser:

City of Brooklyn Park

Attn: Jesse Struve, City Engineer
5200-85th Avenue North
Brooklyn Park, MN 55443-4301

With copy to:

Robert J. Lindall
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

If to Seller: Bernadine H. Simons
8800-101st Avenue N.
Brooklyn Park, MN 55445

Any notice, request, demand or other communication permitted or required hereunder shall be in writing and shall be deemed duly delivered when delivered personally or when deposited in the United States mails, First Class, postage prepaid or delivered to a reputable courier addressed to the party for whom it is intended at the address specified above or at such other address as either party shall notify the other of in writing as provided above.

- (d) Due Diligence Period. Purchaser shall have 30 days from the Effective Date of the Purchase Agreement to complete all necessary due diligence. If: (1) Purchaser is not satisfied with Seller's title to the Property, soil conditions, environmental condition or any other physical aspect of the Property, Purchaser may terminate this Agreement in writing prior to the expiration of the 90 day period. Should the 90 days expire without any such notice, it will be deemed that the Purchaser has waived all contingencies for the physical condition of the Property.
- (e) Amendment. This Purchase Agreement shall be amended only by a written instrument signed by Seller and Purchaser.
- (f) Successors and Assigns. This Purchase Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.
- (g) Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof.
- (h) Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void or unenforceable by any court of law at equity it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- (i) Assignability. This Purchase Agreement and the rights hereunder may not be

assigned by either party, except that Purchaser may assign its rights to an entity to be formed at or prior to Closing and Seller may assign its rights for purposes of effecting a tax free exchange.

- (j) Counterparts. This Purchase Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Purchase Agreement.
- (k) Relocation Benefits. Nothing in this Agreement prohibits Seller from pursuing all relocation benefits for which she is eligible under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 ("URA"), and regulations promulgated thereunder.

SELLER

*DA for
Bernadine Simons*

Bernadine H. Simons
Bernadine H. Simons

PURCHASER

City of Brooklyn Park

By _____

Jeffrey Lunde, Mayor

Attest: _____

Jay Stroebel, City Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land in Hennepin County, Minnesota, described as follows:

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

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

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating.

Line A: Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

Subject to a limitation of the right of access from the above described premises to Trunk Highway No. 52, as acquired by the State in deed Doc. No. 832151.

Property Identification No.- Property I.D. 0611921340002, Torrens, Certificate No. 398532
Property Address: 8800 – 101st Av N, Brooklyn Park, MN 55445

**EXHIBIT B
ESCROW AGREEMENT**

Bernadine H. Simons ("Seller"), and City of Brooklyn Park ("Purchaser") are parties to the purchase and sale of the real estate described in the attached Real Estate Purchase Agreement, dated _____, 2019 ("Purchase Agreement"). As provided in section 2.0 of the Purchase Agreement, Purchaser hereby deposits the sum of Five Thousand Dollars (\$5,000.00) (the "Earnest Money") with the First American Title Insurance Company (the "Escrow Agent").

Escrow Agent agrees to disburse the Earnest Money in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. The Escrow Agent will hold the Earnest Money in an interest-bearing account, if such account is reasonably available, with an institution whose accounts are insured by a governmental agency or instrumentality. If interest accrues on the Earnest Money it will accrue to Purchaser unless Purchaser defaults under the terms of the Purchase Agreement and Seller elects to retain the Earnest Money as liquidated damages in which case Seller will be entitled to such interest, if any.

The Escrow Agent will have no responsibility for any decision concerning performance or effectiveness of the Purchase Agreement, and will only be responsible to act pursuant to the procedures set forth above. Purchaser and Seller hereby agree to hold the Escrow Agent harmless from any claims or defenses arising out of this Escrow Agreement and indemnify the Escrow Agent for all costs and expenses in connection with this escrow, including court costs, attorneys' fees, except for claims arising out of the Escrow Agent's failure to account for the funds held and costs and expenses incurred by the parties in connection with such a claim.

The Escrow Agent's fee for acting as an escrow agent is \$ _____ and the Purchaser agrees to pay for this cost.

SELLER:

BERNADINE H. SIMONS

POA for Bernadine Simons


PURCHASER:

CITY OF BROOKLYN PARK

Jeffrey Lunde, Mayor

The Escrow Agent hereby acknowledges receipt of this Agreement and the Earnest Money to hold the Earnest Money as above specified.

Dated this ____ day of _____, 2019.

By: _____

Its: _____

EXHIBIT C
**REQUEST FOR TOTAL TAKING
AND
WAIVER AND RELEASE**

This Request for Total Taking and Waiver and Release (the “Waiver and Release”) is made this ____ day of _____, 2019 by Bernadine H. Simons, a widow and not remarried (“Owner”) in favor of the City of Brooklyn Park, a political subdivision of the State of Minnesota (“City”).

WHEREAS, Owner is the owner of a property located at 8800- 101st Avenue North, Brooklyn Park, Minnesota, and legally described in the attached Exhibit A (the “Property”);

WHEREAS, to facilitate the Trunk Highway 169/101st Avenue Interchange Project (the “Project”), the City has determined that it is necessary to acquire the portion of the Property legally described in Exhibit B (the “Necessary Property”), leaving several economically viable remnant properties (the “Excess Property”);

WHEREAS, to acquire the Necessary Property, on July 15, 2018, the City filed a condemnation action in Minnesota District Court, County of Hennepin;

WHEREAS, Owner desires that the City acquire the entire Property, including the Excess Property, and leave nothing remaining;

WHEREAS, the City is willing to acquire the entire Property, including the Excess Property, subject to the City’s approval of the results of an environmental site assessment and investigation; and

WHEREAS, as a basis for complying with all appraisal and negotiation preconditions to initiating a condemnation action under federal and state law, the parties are willing to permit the City to rely upon the conclusion of value for the entire Property (the “Appraised Amount”) in the appraisal of the Necessary Property performed by _____, with an effective date of _____, 2019;

NOW, THEREFORE, Owner makes the following Request for Total Taking and Waiver and Release:

1. Request for Acquisition of Entire Property. Owner hereby requests that the City, either by direct negotiation or, if necessary, by condemnation action, acquire the entire Property.
2. Authority to Enter and Conduct Site Assessment. Owner hereby authorizes the City and its contractors, agents, and employees to enter the Property and conduct an environmental site assessment and investigation. The environmental site assessment and investigation must be completed within three months of the date of execution of this Waiver and Release.
3. Acquisition Conditioned on Results of Investigation. Owner acknowledges that the City’s acquisition of the entire Property is subject to the City’s approval of the results of the environmental site assessment and investigation. Owner further acknowledges that

approval or disapproval of the results of the environmental site assessment and investigation is made entirely at the City's discretion.

4. Waiver of Objections to Condemnation Authority. Owner hereby waives:
 - a. any and all objections to the Project's public purpose and necessity of the City's acquisition of the entire Property for the Project under federal and state law, including without limitation, Minnesota Statutes, Chapter 117; and
 - b. any and all objections regarding the procedural preconditions to acquisition pursuant to the power of eminent domain.

Owner's waiver in this paragraph is conditioned upon the City filing and serving upon Owner a condemnation petition to acquire the entire Property.

5. Release and Termination of Right of First Refusal. In consideration of the City's acquisition of the entire Property, Owner hereby releases and terminates its rights of first refusal, reconveyance, reverter and any and all other future interests it may have in the Property under federal and state law, including without limitation Minnesota Statutes, Section 117.226.

Owner's agreement in this paragraph is conditioned upon the City either 1) filing with the Hennepin County Registrar of Titles a deed-in-lieu of condemnation conveying to the City title to the entire Property or 2) filing with the court and serving upon Owner a condemnation petition to acquire the entire Property.

Upon the occurrence of either of the above events, Owner shall execute and permit the City to file with the Hennepin County Registrar of Titles a Release and Termination of Right of First Refusal in substantially the same form as the attached Exhibit C.

6. Authority and Legal Review. Owner represents and warrants that she has all necessary authority to execute this Waiver and Release and that, prior to executing this Waiver and Release, she had the opportunity to consult or did consult with legal counsel.
7. Assent. Owner assents to this Waiver and Release by signing below. The City's assent to this Waiver and Release shall become effective and be evidenced by the City either 1) filing with the Hennepin County Registrar of Titles a deed-in-lieu of condemnation conveying to the City title to the entire Property or 2) filing with the court and serving upon Owner a condemnation petition to acquire the entire Property.
8. Binding Effect. This Waiver and Release is binding on Owner and her successors and assigns.

IN WITNESS WHEREOF, Owner has executed this Waiver and Release this ____ day of _____, 2019.

Bernadine H. Simons

Exhibit A to Request for Total Taking and Release

The land in Hennepin County, Minnesota, described as follows:

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

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

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating.

Line A: Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

Property Identification No.- Property I.D. 0611921340002, Torrens, Certificate No. 398532
Property Address: 8800 – 101st Av N, Brooklyn Park, MN 55445

Exhibit B to Request for Total Taking and Release

Legal Description of the Necessary Portion of the Property

The land in Hennepin County, Minnesota, described as follows:

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

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

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating.

Line A: Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

Description of portion of Property to be taken in fee:

The land in Hennepin County, Minnesota, described as follows:

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

Commencing at the Southeast corner of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, thence North 300 feet along the East line of said West Half of the East Half of the Southeast Quarter of the Southwest Quarter, thence West 132 feet parallel with South line of said tract, thence South 300 ft parallel with East line of said tract, thence East 132 feet along the South line of said tract to point of beginning,

excepting road, except that part lying Southeasterly of the following described line:

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating.

Line A: Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

Subject to easements of record, except as taken herein.

Description of access to be taken

All right of access, being the right of ingress to and egress from the hereinbefore described property to be taken in fee.

Exhibit C To Request for Total Taking and Waiver and Release

RELEASE AND TERMINATION OF RIGHT OF FIRST REFUSAL

Bernadine H. Simons (“Owner”), to evidence the release and termination of a right of first refusal under Minnesota Statutes, Section 117.226, states as follows:

1. Owner was the prior owner of a property located at 8800- 101st Avenue North, Brooklyn Park, Minnesota, and legally described in the attached Exhibit A (the “Property”);
2. On the ____ day of _____, 2019, Owner executed a Request for Total Taking and Conditional Waiver and Release (“Waiver and Release”) in favor of the City of Brooklyn Park, a political subdivision of the State of Minnesota (the “City”);
3. Owner agreed in the Waiver and Release, in consideration for the City’s agreement to acquire the entire Property, to release her right of first refusal under Minnesota Statutes, Section 117.226;
4. Owner conditioned such release upon the City’s 1) recording of a deed-in-lieu of condemnation from the Owner conveying to the City title to the entire Property or 2) City’s filing and service upon Owner of a condemnation petition to acquire the entire Property.
5. The City fulfilled the above condition by [check one]:
 - Recording a deed-in-lieu of condemnation in which Owner conveyed to the City title to the entire Property; or
 - Filing and serving upon Owner a condemnation petition to acquire the entire Property.
6. As such, I hereby attest that the condition to Owner’s release has been fulfilled and his right-of-first-refusal under Minnesota Statutes, Section 117.226 is hereby terminated.

[remainder of page intentionally blank]

Dated _____, 2019

LOCATION MAP



LEGEND



-8800 101ST AVE N.



NO SCALE

wsb

May 1, 2019

DELIVERED IN PERSON

05/07/2019

Bernadine Simons
8800 101st Avenue N
Brooklyn Park, MN 55445

SUBJECT: OFFER TO PURCHASE
169 & 101st Interchange Project
PROPERTY ID: 0611921340002
PARCEL NO. 9
PROPERTY ADDRESS: 8800 101st Avenue N, Brooklyn Park, MN

Dear Bernadine Simons:

As you may be aware, WSB & Associates, Inc. is assisting the City of Brooklyn Park in the acquisition of right of way for the above referenced project. This letter constitutes the City of Brooklyn Park's formal offer for the purchase of the necessary land rights. The City of Brooklyn Park hereby offers all interested parties who may have an interest in the real estate to be acquired the sum of \$175,000.00 which has been determined to be Just Compensation for such property and rights based upon the fair market value of the property. The offer is based upon the enclosed appraisal report prepared by Valbridge Property Advisors.

In addition, pursuant to Minnesota Statutes Section 117.187, the City of Brooklyn Park will include an additional \$45,000.00 for a total of \$220,000.00 which is an amount sufficient to purchase a comparable property "in the community" in compliance with the above referenced law. The minimum compensation study was based upon an analysis of active properties by WSB.

This offer is made pursuant to the Uncomplicated Acquisition Appraisal procedures provided for under Minnesota law. The City of Brooklyn Park previously, or with this offer, has provided you with a copy of "Guidebook for Property Owners" pamphlet.

You will have a reasonable length of time to consider the offer. To aid in your decision, you may wish to secure your own appraisal. The City of Brooklyn Park will reimburse you for an appraisal in accordance with Minnesota Statute 117.036 (b) & (c). To receive reimbursement, the appraisal must be completed by a Minnesota licensed real estate appraiser, meet the requirements of "The Uniform Standards of Appraisal Practice" (USPAP) and a copy of the appraisal must be given to the City of Brooklyn Park.

If you accept the offer, the parcel will be acquired by direct purchase and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

Simons
05/01/2019
Page 2

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that the "Guidebook for Property Owners" pamphlet has been received by you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer.

On behalf of The City of Brooklyn Park, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,
WSB & Associates, Inc.



Faye M. Gillespie
612-246-9695

Enclosures: Minnesota Statute 117.036 (b) & (c)
Parcel sketch
Copy of this letter for your records
Appraisal

ACKNOWLEDGMENT OF RECEIPT OF OFFER

We CERTIFY THAT on 7th day of May, 2019, this Offer to Purchase was received by us from the above Right of Way Specialist; we also acknowledge the receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.

Declined to sign 



May 31, 2019

Bernadine Simons
8800 101st Avenue N
Brooklyn Park, MN 55445

Re: 169 & 101st Interchange Project
PARCEL NO. 9
Property Address: 8800 101st Avenue N, Brooklyn Park, MN

REPLACEMENT HOUSING PURCHASE SUPPLEMENT

Dear Bernadine:

Legislation provides for possible replacement housing supplemental payment to owner-occupants of a housing unit that will be acquired for public use. The intent of this legislation is to assist the owner- occupant to purchase and relocate into replacement housing which is decent, safe, and sanitary.

The replacement housing supplemental payment is the difference, if any, between the price of comparable replacement housing available on the market and the acquisition price of the housing included in the parcel described above which was \$220,000.00.

As a consultant for City of Brooklyn Park, we conducted a survey of the housing market in your area. A comparable was found at \$300,00.00 resulting in a \$80,000.00 supplement payment. A copy of the listing sheet is attached for your review.

The following comparable replacement property is located at:

1. 941 – 85th Avenue NE, Coon Rapids, MN 55433

If after evaluating the housing market you find the indicated amount of supplemental housing payment to be inadequate, you may appeal the same by writing to: Jeff Holstein, City of Brooklyn Park, 763-493-8102, setting forth your facts, including properties which you consider comparable and your reasons therefore. Your appeal must be made within 18 months subsequent to the specified vacation date, if your property is purchased through direct purchase.

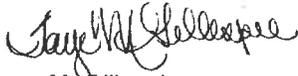
In order to receive the indicated payment, you must purchase and relocate into housing which meets the standards for decent, safe and sanitary housing within one year subsequent to the date you vacate your present dwelling.

178 E 9TH STREET
SUITE 200
SAINT PAUL, MN 55101
651.286.8450
WSBENG.COM

Simons
May 31, 2019
Page 2

If you have need of further information, please contact me at 612-246-9695.

Sincerely,
WSB & Associates, Inc.



Faye M. Gillespie
Relocation Agent for City of Brooklyn Park

Attachment: Analysis of Comparables

Cc: Jeff Holstein, City of Brooklyn Park

**STATUTORY SHORT FORM POWER OF ATTORNEY
MINNESOTA STATUTES, SECTION 523.23**

IMPORTANT NOTICE: The powers granted by this document are broad and sweeping. They are defined in Minnesota Statutes section 523.24. If you have any questions about these powers, obtain competent advice. This power of attorney may be revoked by you if you wish to do so. This power of attorney is automatically terminated if it is to your spouse and proceedings are commenced for dissolution, legal separation or annulment of your marriage. This power of attorney authorizes, but does not require, the attorney-in-fact to act for you.

PRINCIPAL (Name and address of person granting the power)

BERNARDINE SIMONS
8200 101ST AVE N
BROOKLYN PARK, MN 55445

ATTORNEY(S)-IN-FACT

(Names and Addresses)

BEVERLY A GOERISCH
8832 101ST AVE N
BROOKLYN PARK, MN 55445

SUCCESSOR ATTORNEY(S)-IN-FACT (Optional)

To act if any named attorney-in-fact dies, resigns or is otherwise unable to serve. (Name and Address)

First Successor _____

Second Successor _____

NOTICE: If more than one attorney-in-fact is designated, make a check or "X" on the line in front of one of the following statements:

Each attorney-in-fact may independently exercise the powers granted.

All attorneys-in-fact must jointly exercise the powers granted.

EXPIRATION DATE (Optional)

Use specific month, day and year only

I (the above named Principal), appoint the above named Attorney(s)-in-fact:

FIRST: To act for me in any way I could act with respect to the following matters, as each of them is defined in Minnesota Statutes, section 523.24:

(To grant the attorney-in fact any of the following powers, make a check or "x" on the line in front of each power being granted. You may, but need not, cross out each power not granted. Failure to make a check or "x" on the line in front of the power will have the effect of deleting the power unless the line in front of the power is checked or x-ed.)

Check or "x"

 (A) Real property transactions;

I choose to limit this power to real property in _____ County, MN
described as follows: (use legal description. Do not use address.)

(If more space is needed, continue on the back or on an attachment.)

- (B) Tangible personal property transactions;
- (C) Bond, share, and commodity transactions;
- (D) Banking transactions;
- (E) Business operating transactions;
- (F) Insurance transactions;
- (G) Beneficiary transactions;
- (H) Gift transactions;
- (I) Fiduciary transactions;
- (J) Claims and litigations;
- (K) Family maintenance;
- (L) Benefits from military service;
- (M) Records, reports, and statements;
- (N) All of the powers listed in (A) through (M) above and all other matters.

SECOND: (you must indicate below whether or not this power of attorney will be effective if you become incapacitated or incompetent. Make a check or "x" on the line in front of the statement that expresses you intent.)

This power of attorney shall continue to be effective if I become incapacitated or incompetent.

 This power of attorney shall not be effective if I become incapacitated or incompetent.

THIRD: (you must mark below whether or not this power of attorney authorizes the attorney-in-fact to transfer your property to the attorney-in-fact. Make a check or "x" on the line in front of the statement that expresses your intent.)

This power of attorney authorizes the attorney-in-fact to transfer my property to the attorney-in-fact.

This power of attorney **does not** authorize the attorney-in-fact to transfer my property to the attorney-in-fact.

FOURTH: (you may indicate below whether or not the attorney-in-fact is required to make an accounting. Make a check or "x" on the line in front of the statement that expresses your intent.)

My attorney-in-fact **does not** have to give an accounting unless I ask for it or the accounting is otherwise required by Minnesota Statutes, section 523.21.

My attorney-in-fact must give monthly, quarterly, annual (circle one) accountings to me, or to

(Name and Address)

during my lifetime, and a final accounting to the personal representative of my estate, if any is appointed, after my death.

In Witness Whereof I have hereunto signed my name this 21 day of Sept. 2018

Bernadine Simons
(Signature of Principal)

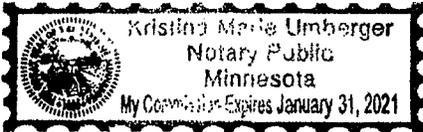
(Acknowledgment of Principal)

STATE OF MINNESOTA

County of Hennepin

The foregoing instrument was acknowledged before me this 21 day of Sept
20 18, by Bernadine Simons

(Insert name of principal)



[Signature]
Signature of Notary Public

This instrument was drafted by: _____

Specimen signature(s) of Attorney(s)-in-Fact:
(Notarization not required)

Bernadine A. Simons

City of Brooklyn Park Request for Council Action

Agenda Item:	4.11	Meeting Date:	September 23, 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 Plans and Order Advertisement for Bid for the TH 169 / 101 st Avenue Interchange Project, CIP 4042-19		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING PLANS AND ORDERING ADVERTISEMENT FOR BID FOR THE TH 169 / 101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19.

Overview:

The CIP 4042-19 Project includes the construction of a grade separated interchange at the Trunk Highway 169 / 101st Avenue North junction. The interchange would be a folded diamond design with all ramps and loops on the north side of 101st Avenue. The project elevates 101st Avenue over TH 169 and includes upgrading 101st Avenue to a four-lane divided urban roadway from just west of the interchange to future Xylon Avenue and to a three-lane urban roadway to the west to Jefferson Highway. A 10-foot bituminous trail will be added along the south side of the roadway throughout the length of the project. The project also includes the addition of auxiliary lanes along northbound and southbound TH 169 between TH 610 and 101st Avenue.

101st Avenue North is part of the City's municipal state aid (MSA) system.

The proposed schedule is as follows:

1. September 23, 2019 – Council Accepts Plans and Orders Advertisement for Bid
2. October 2019 – Bid Opening
3. November 2019 – Award Contract
4. November 2019 – Start Construction
5. November 2020 – Complete Construction

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The project is included in the adopted 2019-2023 Capital Improvement Plan. Funding is planned to come from the City's EDA, special assessments and grants.

Attachments:

- 4.11A RESOLUTION
- 4.11B LOCATION MAP
- 4.11C PRELIMINARY CONSTRUCTION PLANS

RESOLUTION #2019-

RESOLUTION APPROVING PLANS AND ORDERING ADVERTISEMENT
FOR BID FOR THE TH 169 / 101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19

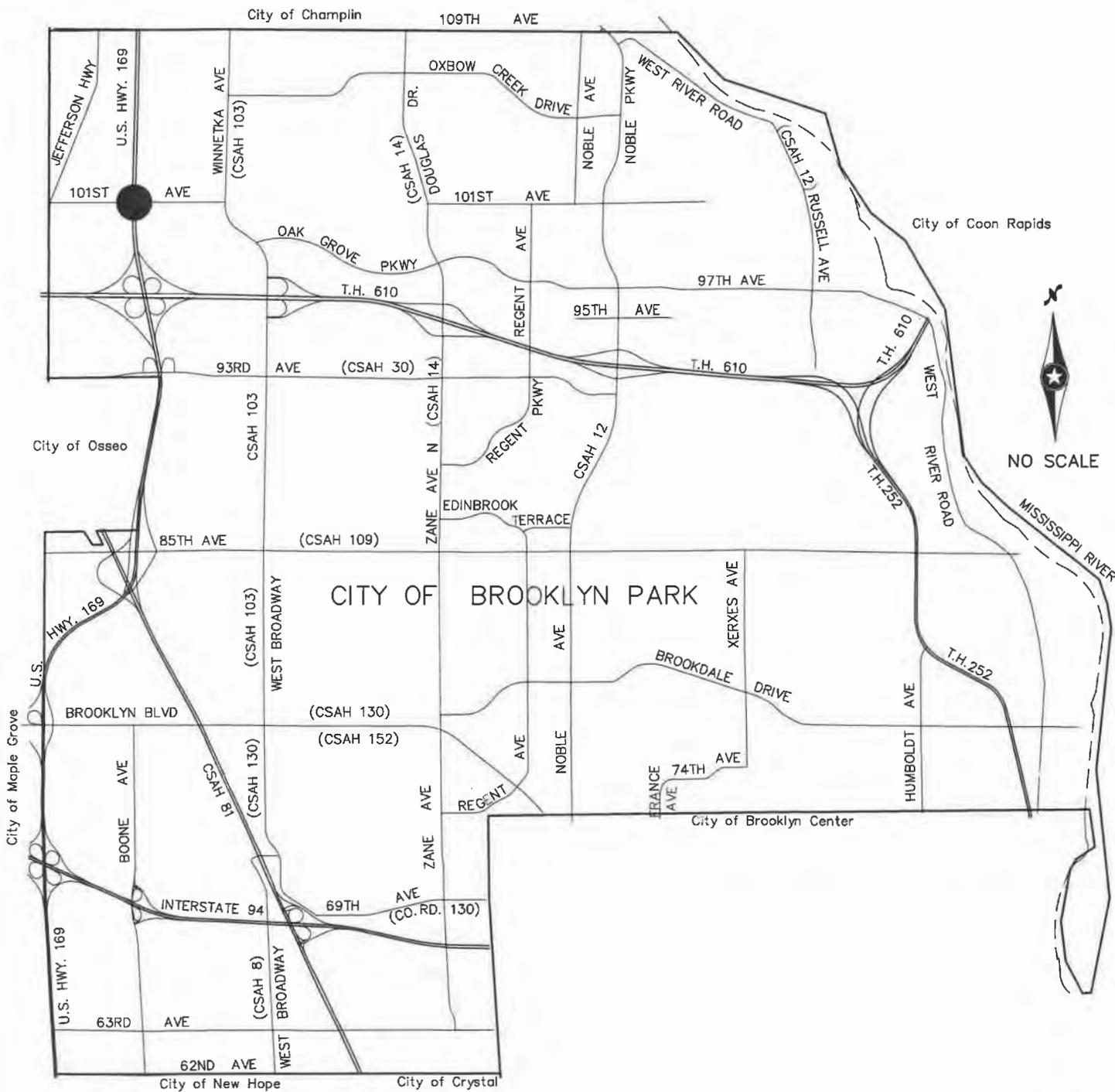
WHEREAS, the City Engineer has prepared plans for the following improvements to wit:

CIP 4042-19: Construction of a full access grade separated interchange (folded diamond type to the north) at the TH 169 / 101st Avenue North junction. Project to include the reconstruction of 101st Avenue North from Jefferson Highway to future Xylon Avenue as a multilane urban roadway with a bituminous trail along the south side. Project to also include the construction of auxiliary lanes along northbound and southbound TH 169 between TH 610 and 101st Avenue North.

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

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

TH 169/101ST AVE INTERCHANGE PROJECT



NO SCALE

 PROPOSED PROJECT



MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF BROOKLYN PARK PUBLIC WORKS
HENNEPIN COUNTY, MINNESOTA

TH 169 AND 101ST AVE INTERCHANGE

CONSTRUCTION PLAN FOR GRADING, CONCRETE AND BITUMINOUS PAVING, SIGNALS, LIGHTING, BRIDGE NO. 27W46, PUBLIC UTILITIES, TMS

LOCATED ON 101ST AVE N FROM LANCASTER LN N TO 1860' EAST OF E NB TH 169
LOCATED ON TH 169 FROM 1100' SOUTH OF 101ST AVE N TO 2770' NORTH OF 101ST AVE N

STATE PROJ. NO. 110-129-006

GROSS LENGTH 4403.93 FEET 0.834 MILES
BRIDGES-LENGTH 177.67 FEET 0.034 MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 4403.93 FEET 0.834 MILES
LENGTH AND DESCRIPTION BASED UPON E EB 101ST AVE

STATE PROJ. NO. 110-129-006
STATE PROJ. NO. 2750-92

GROSS LENGTH 3865.99 FEET 0.732 MILES
BRIDGES-LENGTH FEET MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 3865.99 FEET 0.732 MILES
REF. POINT 141+00.580 TO REF. POINT 142+00.340
LENGTH AND DESCRIPTION BASED UPON E NB TH 169

STATE PROJ. NO. 189-113-005

GROSS LENGTH 476.40 FEET 0.090 MILES
BRIDGES-LENGTH FEET MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 476.40 FEET 0.090 MILES
LENGTH AND DESCRIPTION BASED UPON E EX 101ST AVE

END SP 110-129-006
END SP 2750-92
E NB TH 169
STA 176+23.21

BEGIN SP 110-129-006
E EB 101ST AVE
STA 104+39.40

BEGIN SP 189-113-005
E EX 101ST AVE
STA 99+60.00

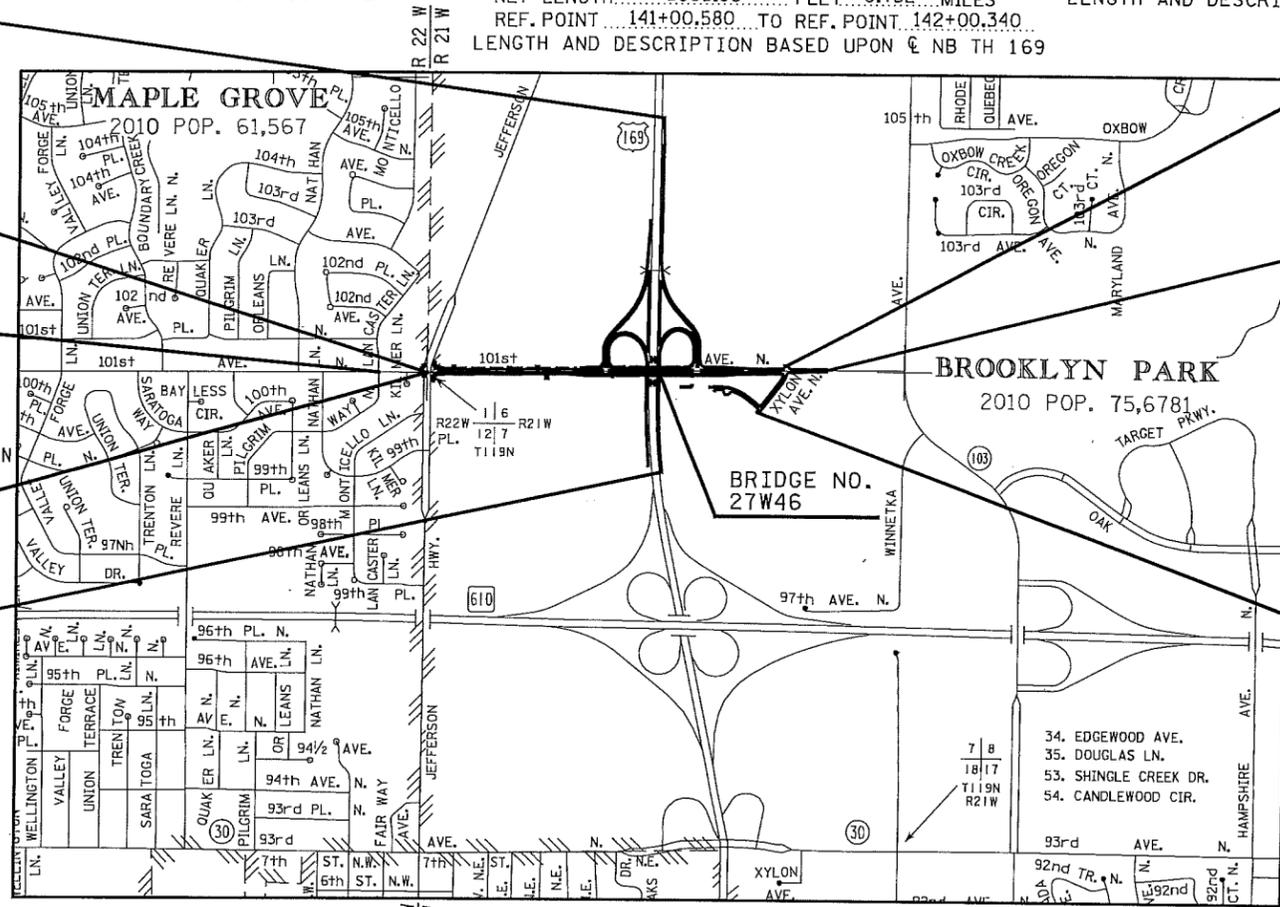
END SP 189-113-005
E EX 101ST AVE
STA 104+39.40

BEGIN SP 110-129-006
BEGIN SP 2750-92
E NB TH 169
STA 137+57.22

END
E XYLON AVE N
STA 21+47.74
END SP 110-129-006
E EB 101ST AVE
STA 148+43.33

PROJECT LOCATION
COUNTY : HENNEPIN
DISTRICT : METRO
SECTIONS 6 & 7, T 119 N, R 21 W

BEGIN
E XYLON AVE N
STA 15+39.02



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

STATE PROJ. NO. CHARGE IDENTIFIER

SCALE

INDEX MAP	2000'
GENERAL LAYOUT	400'
PLANS	100'
PROFILES	100'
	HORIZ 10'
	VERT 20'
CROSS SECTIONS	HORIZ 20'
	VERT 20'

FOR PLANS AND UTILITIES SYMBOLS SEE SHEET 2

DESIGN DESIGNATION FOR:	101ST AVE N	DESIGN DESIGNATION FOR:	TH 169
R-VALUE	70	ADT (Current Year) 2020 =	42,500
ADT (Current Year) 2020 =	6,500	ADT (Future Year) 2040 =	58,000
ADT (Future Year) 2040 =	16,200	PAVEMENT DESIGN	10 TON
PAVEMENT DESIGN	10 TON	FUNCTIONAL CLASSIFICATION	PRINCIPAL ARTERIAL
FUNCTIONAL CLASSIFICATION	'A' MINOR ARTERIAL	NO. OF TRAFFIC LANES	4
NO. OF TRAFFIC LANES	3/4	NO. OF PARKING LANES	0
NO. OF PARKING LANES	0	ESALS (20 YRS)	N/A
ESALS (20 YRS)	863,000 (20 YRS.)	Design Speed	70 MPH
Design Speed	40 MPH	Based on Sight Distance	STOPPING
Based on Sight Distance	STOPPING	Height of eye / Height of Object	3.5' / 2.0'
Height of eye / Height of Object	3.5' / 2.0'	Design Speed not achieved at:	N/A
Design Speed not achieved at:	N/A		

DESIGN DESIGNATION FOR:	XYLON AVE N
R-VALUE	70
ADT (Current Year) 2020 =	1,000
ADT (Future Year) 2040 =	2,000
PAVEMENT DESIGN	10 TON
FUNCTIONAL CLASSIFICATION	MAJOR COLLECTOR
NO. OF TRAFFIC LANES	2
NO. OF PARKING LANES	0
ESALS (20 YRS)	250,000 (20 YRS.)
Design Speed	30 MPH
Based on Sight Distance	STOPPING
Height of eye / Height of Object	3.5' / 2.0'
Design Speed not achieved at:	N/A

DESIGN DESIGNATION FOR: SHARED USE PATH

Design Speed 20 MPH
Based on Sight Distance STOPPING
Height of eye / Height of Object 4.5' / 0.0'
Design Speed not achieved at: N/A

I HEREBY CERTIFY THAT THE FINAL FIELD CHANGES, IF ANY, OF THIS PLAN WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE _____ LIC. NO. _____ PRINT NAME _____
DATE _____

FED. PROJ. NO. STPF 2720(012)

GOVERNING SPECIFICATIONS
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR CONSTRUCTION' SHALL GOVERN.
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE PLACED IN ACCORDANCE TO THE MOST RECENT EDITION OF THE 'MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' (MN MUTCD) AND PART VI, 'FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS'.

INDEX

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	PLAN AND UTILITIES SYMBOLS
3	GENERAL LAYOUT
4-8	STATEMENT OF ESTIMATED QUANTITIES
9	STANDARD PLATES AND INDEX OF TABULATIONS
10	CONSTRUCTION AND SOILS NOTES
11-14	EARTHWORK TABULATIONS AND SUMMARY
15-18	TABULATIONS
19-21	INPLACE UTILITY TABULATIONS
22-23	PUBLIC UTILITY PLANS
24-31	TYPICAL SECTIONS
32-99	STANDARD PLAN SHEETS
100-102	MISCELLANEOUS DETAILS
103-131	STAGING AND TRAFFIC CONTROL PLANS
132-133	BYPASS PLANS
134-137	ALIGNMENT PLANS AND TABULATIONS
138-143	TOPOGRAPHY AND UTILITY PLANS
144-148	REMOVAL PLANS
149-154	CONSTRUCTION PLANS
155-162	INTERSECTION AND PEDESTRIAN CURB RAMP DETAILS
163-164	CONCRETE PAVEMENT PLANS AND DETAILS
165-173	PROFILES
174-179	DRAINAGE AND SUPERELEVATION PLANS
180-189	DRAINAGE TABULATIONS, PROFILES AND DETAILS
190-193	STORM WATER POLLUTION PREVENTION PLAN
194-199	EROSION CONTROL AND TURF ESTABLISHMENT PLANS
200-205	SIGNING REMOVAL PLANS
206-243	SIGNING AND STRIPING PLANS, TABULATIONS AND DETAILS
244-253	LIGHTING PLANS AND DETAILS
254-281	TRAFFIC SIGNAL PLANS AND DETAILS
282-307	TRAFFIC MANAGEMENT SYSTEM PLANS AND TABULATIONS
308-311	CONTOUR PLANS
312-313	CROSS SECTION LAYOUT PLANS
314-425	CROSS SECTIONS

SHEET 63 HAS BEEN DELETED.
THIS PLAN CONTAINS 424 SHEETS

SRE I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE Christopher M. Trbojevich
DATE 6-26-2019 LIC. NO. 41635 PRINT NAME CHRIS TRBOJEVICH

APPROVED	9/17 2019	CITY ENGINEER, CITY OF BROOKLYN PARK
APPROVED	9/17 2019	CITY ENGINEER, CITY OF MAPLE GROVE
RECOMMENDED FOR APPROVAL	20	DISTRICT TRANSPORTATION ENGINEER
RECOMMENDED FOR APPROVAL	20	DISTRICT MATERIALS ENGINEER
RECOMMENDED FOR APPROVAL	20	DISTRICT WATER RESOURCES/HYDRAULICS ENGINEER
RECOMMENDED FOR APPROVAL	20	DISTRICT TRAFFIC ENGINEER
RECOMMENDED FOR APPROVAL	20	STATE BRIDGE ENGINEER
RECOMMENDED FOR APPROVAL	20	STATE PRE-LETTING ENGINEER
RECOMMENDED FOR APPROVAL	20	DIRECTOR, OFFICE OF LAND MANAGEMENT
APPROVED	20	STATE DESIGN ENGINEER
	20	DISTRICT STATE AID ENGINEER REVIEWED FOR COMPLIANCE WITH STATE AND/OR FEDERAL AID RULES/POLICY
	20	APPROVED FOR STATE AND/OR FEDERAL AID FUNDING; STATE AID ENGINEER

THIS PLAN AND/OR SPECIFICATION WAS PREPARED SPECIFICALLY FOR THIS PROJECT, AND ANY RE-USE OF DETAILS OR SPECIFICATIONS ON OTHER PROJECTS IS NOT INTENDED OR AUTHORIZED BY THE DESIGNER. LIABILITY FOR ANY RE-USE ON OTHER PROJECTS IS THE RESPONSIBILITY OF THE PERSON, AGENCY, OR CORPORATION USING PLAN OR SPECIFICATION DATA FROM THIS PROJECT.

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

STATE PROJ. NO. 110-129-006, 189-113-005, 2750-92 (TH169=003)
CITY PROJ. NO. 4042 SHEET NO. 1 OF 425 SHEETS

LEGEND	
	INPLACE PAVEMENT
	PROPOSED CONSTRUCTION
	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.

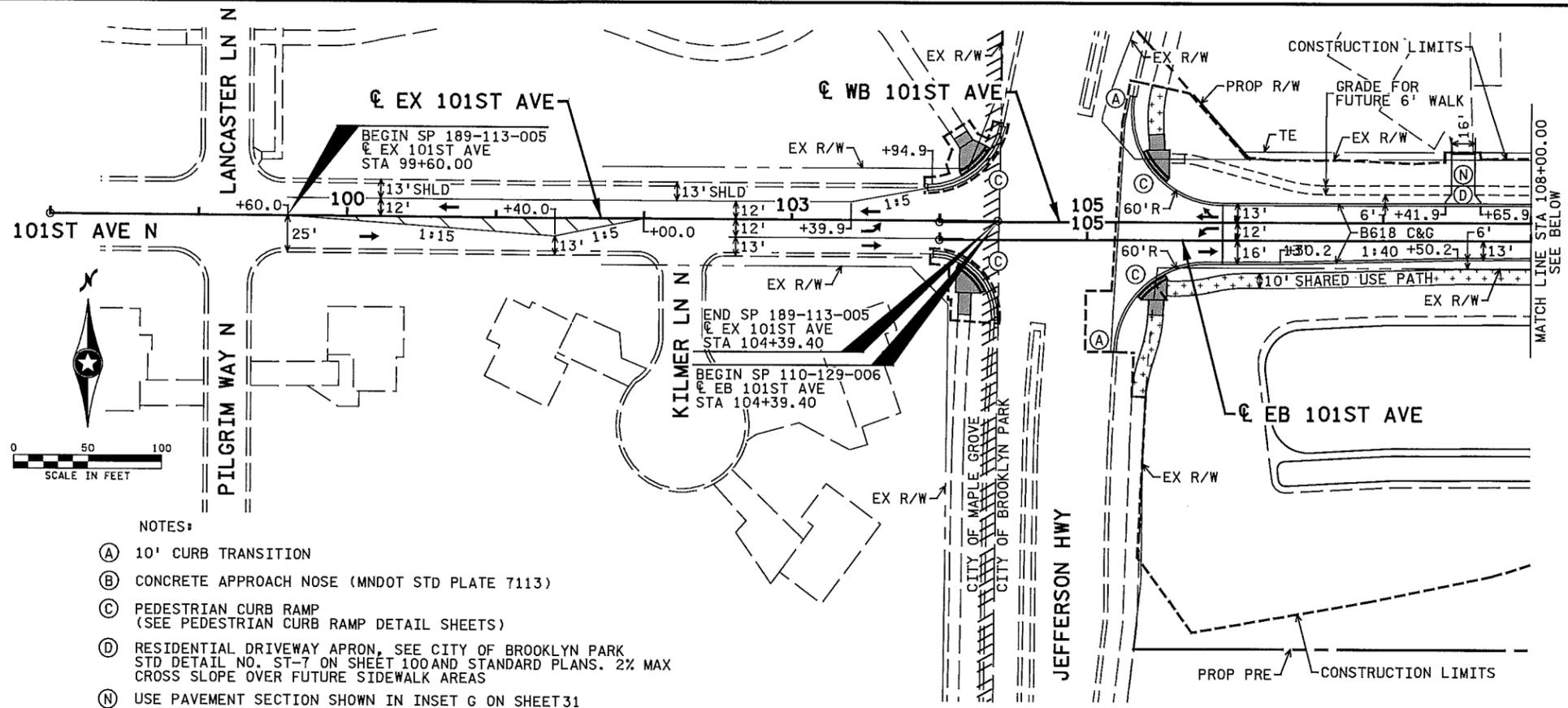
ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

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.

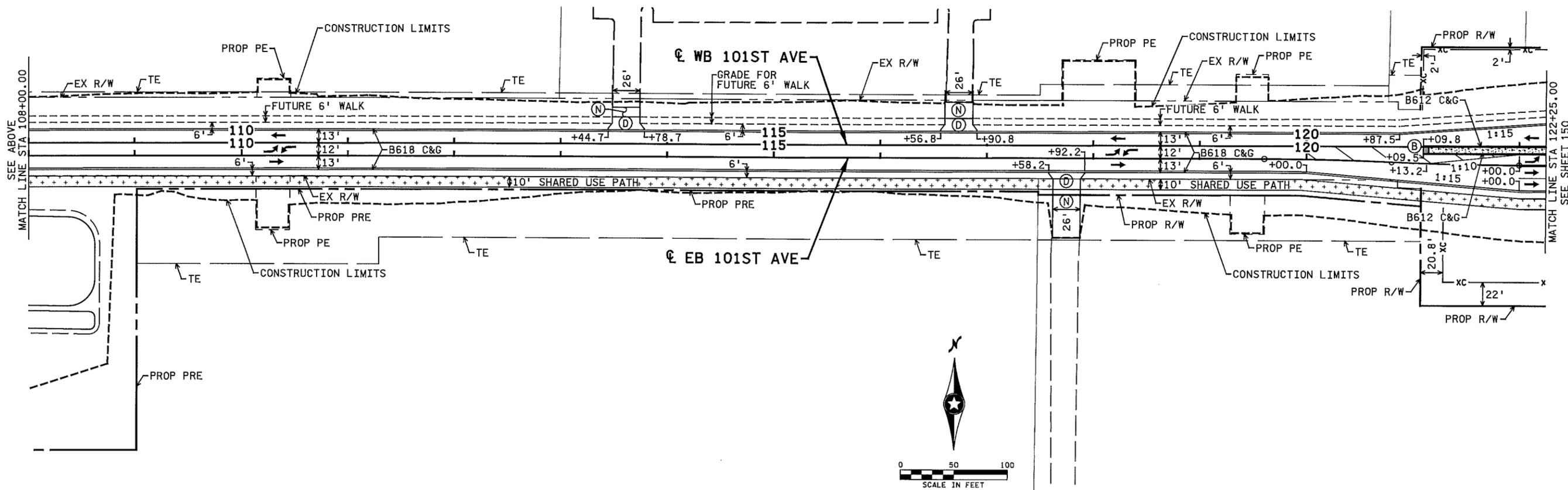
SEE SUPERELEVATION PLANS FOR SUPERELEVATION TRANSITIONS.

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 100 AND STANDARD PLANS. 2% MAX CROSS SLOPE OVER FUTURE SIDEWALK AREAS
- (N) USE PAVEMENT SECTION SHOWN IN INSET G ON SHEET 31



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NO	DATE	BY	CHKD	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: 8-02-19 License #: 41635

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

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

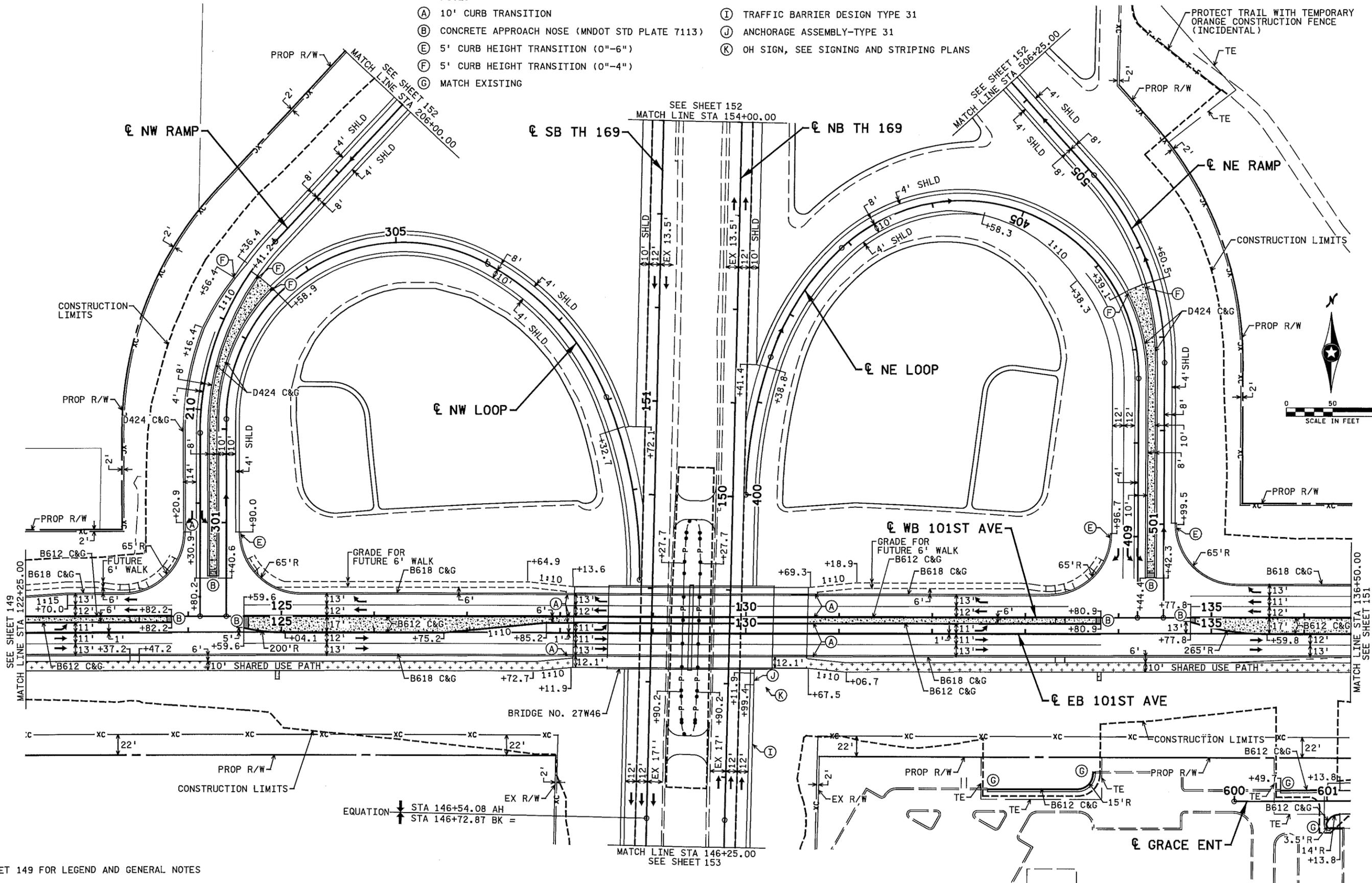


CITY OF BROOKLYN PARK
CONSTRUCTION PLANS
TH 169 AND 101ST AVE INTERCHANGE

SHEET
149
OF
425

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



SEE SHEET 149 FOR LEGEND AND GENERAL NOTES

8/26/2019
 8/23/2019
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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.

Pr/Int Name: **CHRIS TRBOYEVICH**

Christopher M. Trbojevich

Date: **8-02-19** License #: **41635**

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

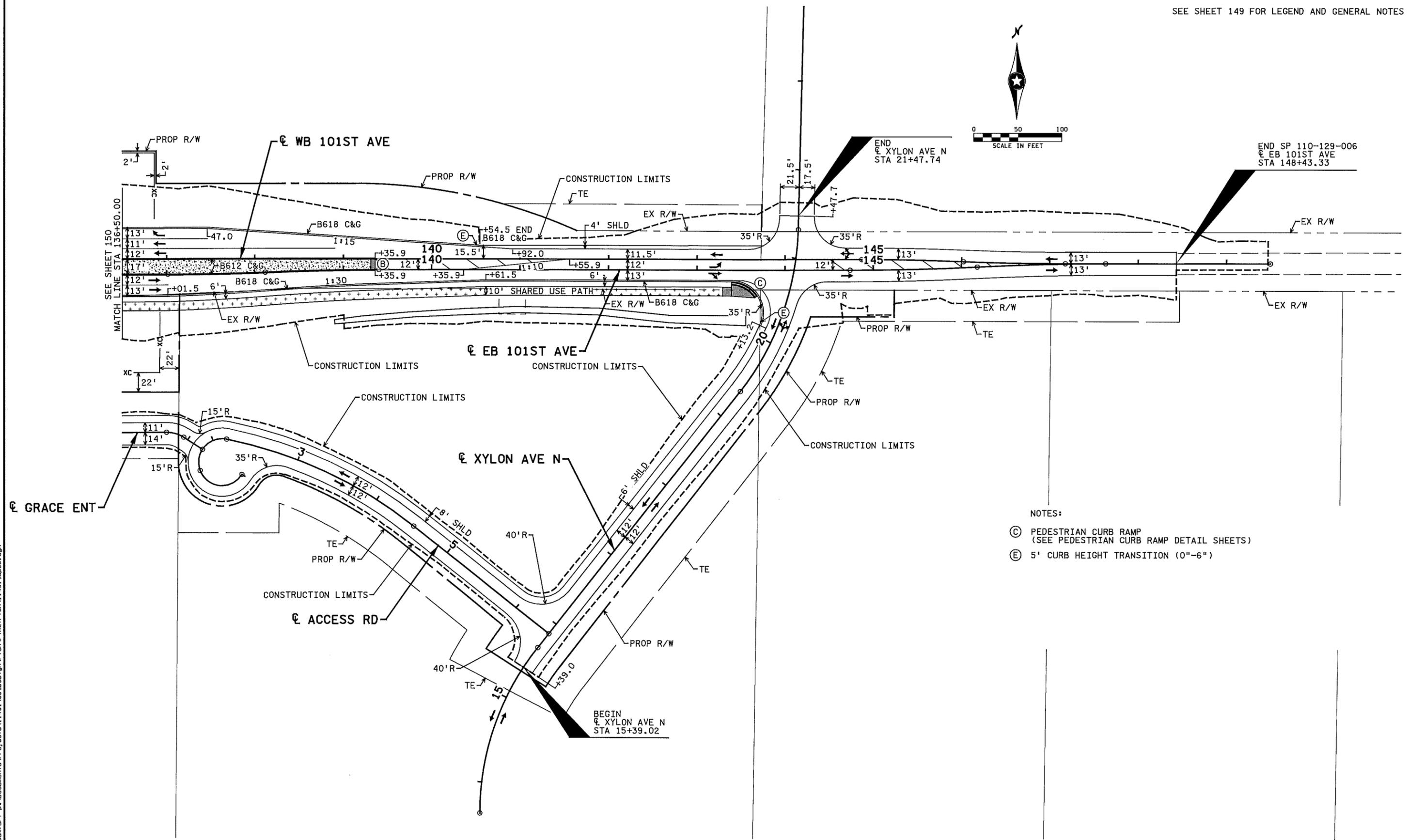
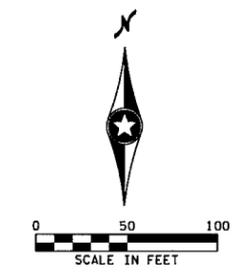
DRAWN BY
S. MARTINS
 DESIGNED BY
T. SMITH
 CHECKED BY
C. TRBOYEVICH
 COMM. NO. 1811431



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

SHEET
150
OF
425

NO	DATE	BY	CKD	APPR	REVISION



- NOTES:
- (C) PEDESTRIAN CURB RAMP (SEE PEDESTRIAN CURB RAMP DETAIL SHEETS)
 - (E) 5' CURB HEIGHT TRANSITION (0"-6")

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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: 8-02-19 License #: 41635

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

DRAWN BY
S. MARTINS

DESIGNED BY
T. SMITH

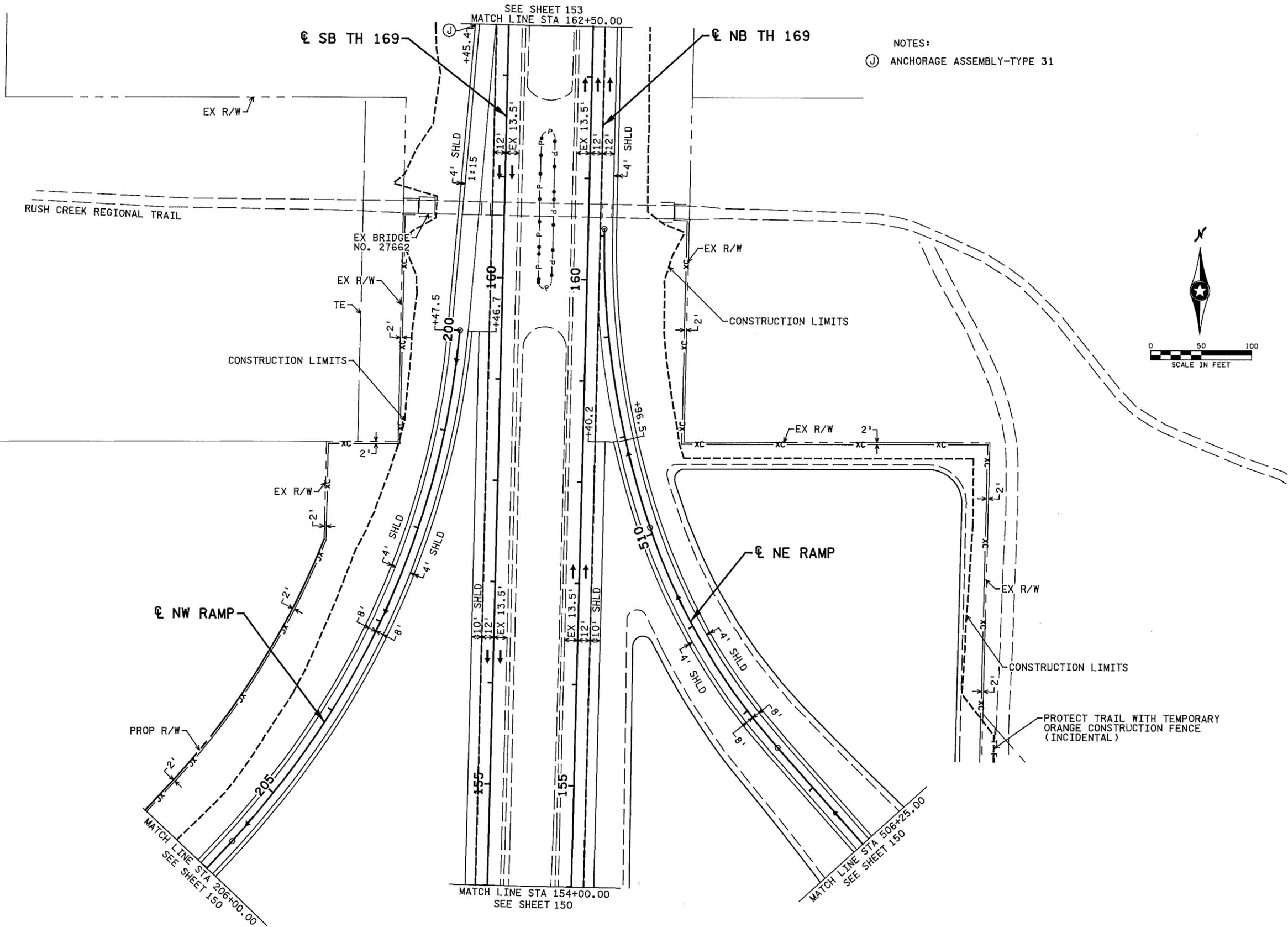
CHECKED BY
C. TRBOYEVICH

COMM. NO. 1811431

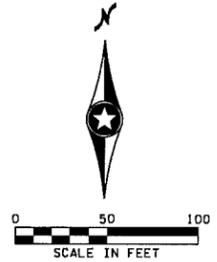


CITY OF BROOKLYN PARK
 CONSTRUCTION PLANS
TH 169 AND 101ST AVE INTERCHANGE

SHEET
151
 OF
425



NOTES:
 (J) ANCHORAGE ASSEMBLY-TYPE 31



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NO	DATE	BY	CHKD	APPR	REVISION

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Print Name: **CHRIS TRBOYEVICH**

Christopher M. Trbojevich

Date: 8-02-19 License #: 41635

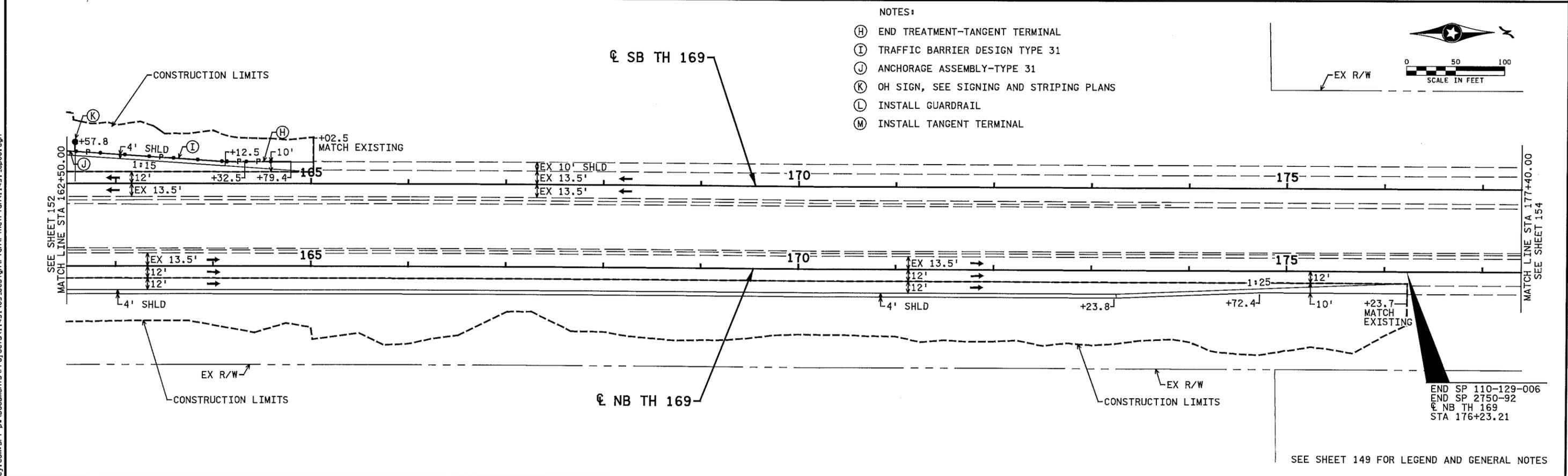
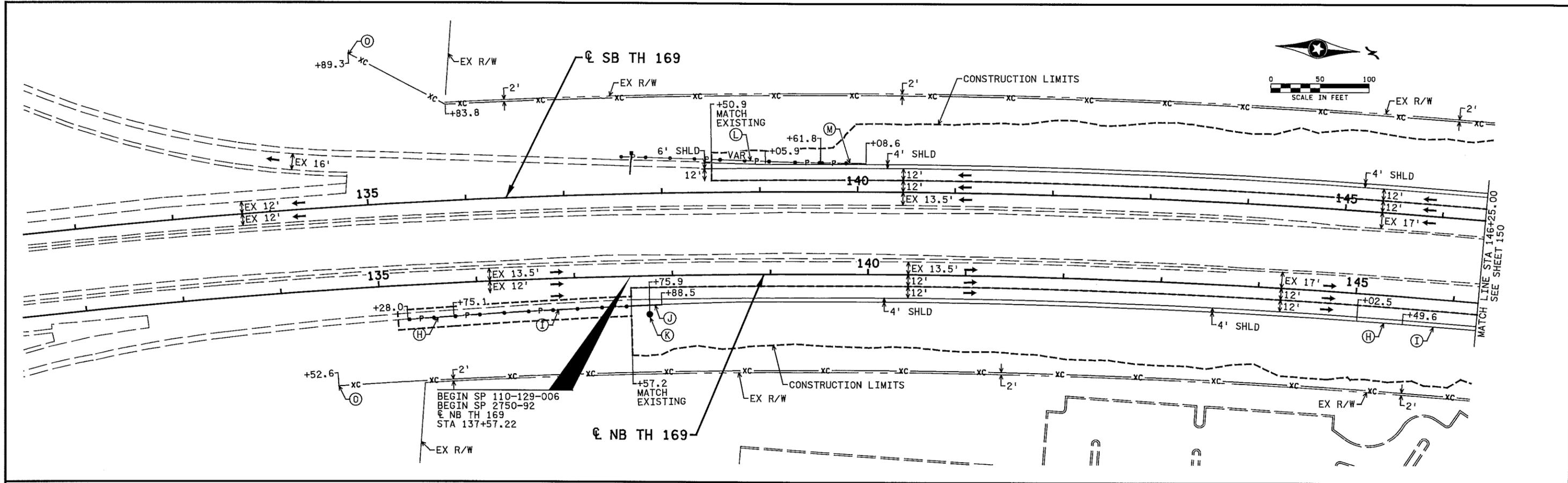
STATE PROJECT NO.
 2750-52
 110-123-006
 189-113-005
 CIP 4042

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
 152
OF
 425



- NOTES:
- (H) END TREATMENT-TANGENT TERMINAL
 - (I) TRAFFIC BARRIER DESIGN TYPE 31
 - (J) ANCHORAGE ASSEMBLY-TYPE 31
 - (K) OH SIGN, SEE SIGNING AND STRIPING PLANS
 - (L) INSTALL GUARDRAIL
 - (M) INSTALL TANGENT TERMINAL

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NO	DATE	BY	CHKD	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: 8-02-19 License #: 41635

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

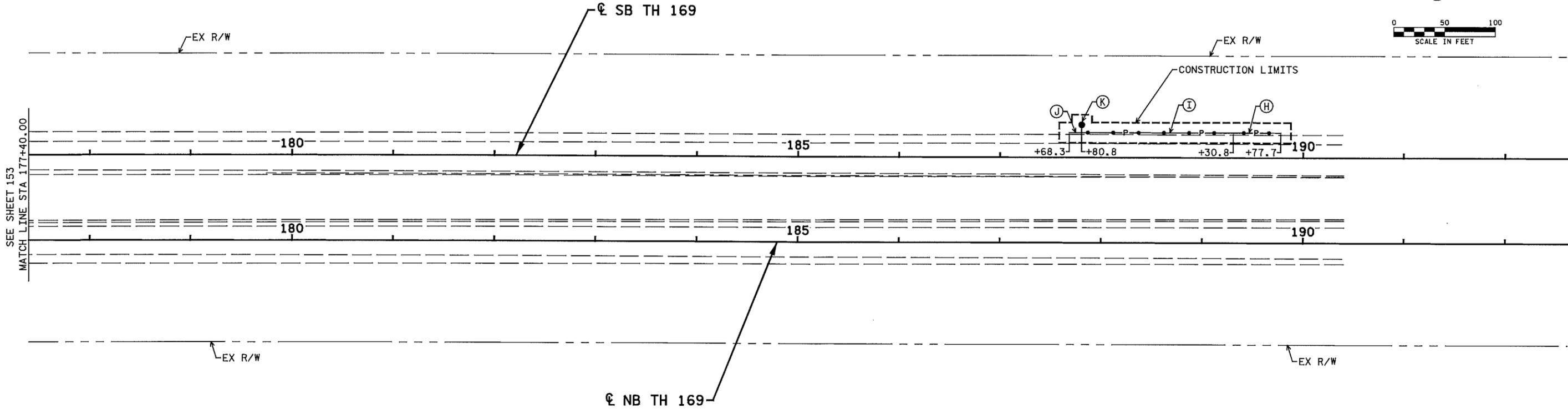
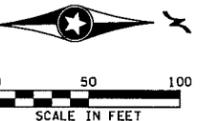
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DESIGNED BY T. SMITH
CHECKED BY C. TRBOYEVICH
COMM. NO. 1811431

CITY OF BROOKLYN PARK

CONSTRUCTION PLANS
TH 169 AND 101ST AVE INTERCHANGE

SHEET 153 OF 425

SEE SHEET 149 FOR LEGEND AND GENERAL NOTES



- NOTES:
- (H) END TREATMENT-TANGENT TERMINAL
 - (I) TRAFFIC BARRIER DESIGN TYPE 31
 - (J) ANCHORAGE ASSEMBLY-TYPE 31
 - (K) OH SIGN, SEE SIGNING AND STRIPING PLANS
 - (O) ATTACH TO EXISTING WIRE FENCE

SEE SHEET 149 FOR LEGEND AND GENERAL NOTES

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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: **8-02-19** License #: **41635**

STATE PROJECT NO.
 2750-92
 110-123-006
 189-113-005
 CIP 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
154
OF
425

City of Brooklyn Park Request for Council Action

Agenda Item:	4.12	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Community Development Rental and Business Licensing
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A		
Item:	Approve a Temporary On-Sale Liquor License for the Brooklyn Park Lions Beer Tent at Hy-Vee Octoberfest to be held October 5, 2019, at 9409 Zane Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR THE BROOKLYN PARK LIONS BEER TENT AT HY-VEE OCTOBERFEST TO BE HELD OCTOBER 5, 2019, AT 9409 ZANE AVENUE NORTH.

Overview:

The Community Development Department approved the application on September 17, 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. A special event permit must also be approved by staff prior to the event taking place on October 5, 2019.

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:	4.13	Meeting Date:	September 23, 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:	6	Presented By:	Jesse Struve, City Engineer
Item:	Approve Purchase Agreement for Acquisition of 8832 101 st Avenue North for the TH 169/101 st Avenue Interchange Project, CIP 4042-19		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING PURCHASE AGREEMENT FOR ACQUISITION OF 8832 101ST AVENUE NORTH FOR THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19.

Overview:

The City Council took several actions over the past five years confirming Brooklyn Park's participation in the design, construction and right of way (ROW) acquisition for an interchange on Trunk Highway 169 at 101st Avenue North. In April 2019, the City Council authorized approval of appraised values, offers for compensation, and acquisition by eminent domain for the interchange project.

The City received the final appraisals for the required right of way needs of the project in May/June and initial offers were made to the affected properties. The offers were based on independent appraisals for the fair market value of the property including severance damages (where required). The initial offers were followed by one month of negotiations, as required by the state, prior to filing for eminent domain on July 15, 2019. The City will obtain title and possession by the condemnation action via "quick-take" process of the required properties on October 14, 2019.

Staff is working with our land acquisition consultant (WSB Associates) and the city attorney to reach negotiated settlements with all property owners. The April 2019 Council action approved allowing staff and consultants to negotiate reasonable settlements with the property owners with subsequent Council approval. The city attorney and WSB indicate it is reasonable for the City's last written offer prior to filing for eminent domain to be higher than the City appraised values. The goal of this higher offer is to minimize "risk" by avoiding condemnation, additional city attorney's fees, and paying the court cost and attorney's fees of the landowner.

Parcel 5 is a 271,658 square foot parcel that includes a single-family home and is addressed as 8832 101st Avenue North. Only 32,316 s.f. of the parcel is needed for the project, which includes the house. The City's appraiser determined value of the acquisition, including the house, at \$236,700. State law indicates the City must increase this value by \$13,300 to \$249,998 to account for additional cost for the landowner to purchase a comparable home in the community. Under the Uniform Relocation Act, the City must also make a replacement housing payment when the amount paid for a residential property is less than what a comparable property costs on the market at the date of displacement. WSB calculated this payment is \$75,002. As a result, the total minimum costs of acquiring the portion of Parcel 5 needed for the project was \$325,000 (exclusive of other relocation costs).

In the After Condition, access to and from the remainder of Parcel 5 is possible. Two adjacent Parcels (6 and 8) that are also partial acquisitions will have no access in the After Condition. Potential severance damages on these parcels is a concern. At the February 18, 2019 EDA work session, staff discussed the potential

purchase of these three residual parcels. The possibility exists to purchase these residual parcels and combine into a developable parcel.

The City tested each of the five parcels located in the northwest corner of the project for contamination in order to convey the project portions of these parcels to MnDOT and have MnDOT assume ownership and maintenance responsibilities for the interchange in the After Condition. The City also tested the residual portions of Parcels 5, 6 and 8 for contamination to make an informed decision regarding the potential purchase of these residual properties. The City Council approved retaining SRF Consulting Group, Inc. and their soils and contamination sub-consultant (Braun Intertec Corp.) at the April 22, 2019 meeting to provide these services. The results of the Braun investigation indicated minimal contamination issues on Parcel 5, with estimated remediation costing \$10,000 to \$20,000. This level of contamination should not impact the negotiations and/or purchase price for all of Parcel 5.

The City's appraiser estimated the total Parcel 5 value at \$1,073,000. This was then increased by \$13,300 to account for the Minimum Compensation Study. The total Parcel value was then estimated at \$1,086,300, and this value was the original purchase offer for the property contingent upon no contamination issues and EDA and Council approval. Based on discussions with the city attorney and WSB, it was deemed reasonable to increase the City's offer for the entire parcel to \$1,620,000 to avoid risk of a higher award and eliminate litigation costs associated with the condemnation process.

Prior experience suggested there was significant potential for a dispute that would expose the City to a much higher award than its appraised value of \$1,073,000. Regardless of the final award amount, the City would probably pay the owner's litigation costs if the case went to the condemnation hearing. This settlement eliminates all risk of paying the owner's litigation costs and the City's litigation costs.

The landowner accepted the City's offered purchase price and the City Attorney prepared a purchase agreement to convey ownership from the landowner to the City. A copy of this document is attached. In this agreement, the owner is waiving his statutory right of first refusal. As a result, the City will not have to offer the surplus property to them before selling it to a third party.

Staff and WSB have reviewed this document and recommend the City Council approve the purchase agreement for acquisition of all of 8832 101st Avenue North for the TH 169 / 101st Avenue Interchange Project. The City Council will need to take formal action to transfer the residual portion of the parcel to the EDA at a later date.

Primary Issues/Alternatives to Consider:

Acquisition by negotiation for all of Parcel 5 will allow the City the opportunity to provide access to the residual portions of Parcels 6 and 8, which should mitigate the potential for large severance damages for those two parcels. This assumes the City closes the deal with Parcel 5 before it acquires Parcels 6 and 8 by quick-take in mid-October.

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. The \$1,620,000 would include approximately \$373,000 for the project portion and \$1,247,000 for the remaining portion, which would be expected to be paid for with EDA funds.

Attachments:

- 4.13A RESOLUTION
- 4.13B PURCHASE AGREEMENT
- 4.13C LOCATION MAP
- 4.13D PARCEL SKETCH OF TAKING
- 4.13E MAY 1, 2019 WSB LETTER (OFFER TO PURCHASE AND MINIMUM COMPENSATION STUDY)
- 4.13F MAY 31, 2019 WSB LETTER (REPLACEMENT HOUSING PURCHASE SUPPLEMENT)

RESOLUTION #2019-

RESOLUTION APPROVING PURCHASE AGREEMENT FOR ACQUISITION OF 8832 101ST AVENUE
NORTH FOR THE TH 169/101ST AVENUE INTERCHANGE PROJECT, CIP 4042-19

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

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

WHEREAS, the Project involves the construction of an interchange at Trunk Highway ("TH") 169 and 101st Avenue; and

WHEREAS, the City is responsible for obtaining the necessary right of way for the Project and the City Council authorized approval of appraised values, offers for compensation and acquisition by eminent domain at the April 22, 2019 meeting; and

WHEREAS, the City has deemed it desirable to acquire all of the parcel located at 8832 101st Avenue North (PID # 0611921340006) for the project; and

WHEREAS, the City Engineer, City Attorney and the City's consultant have agreed upon a purchase price of \$1,620,000 for the parcel with the landowner; and

WHEREAS, the City Attorney has prepared a purchase agreement to convey the parcel from the landowner to the City for the agreed upon price; and

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

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

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

1. The City Council approves the purchase agreement for acquisition of 8832 101st Avenue North for the TH 169 / 101st Avenue Interchange Project for a cost of \$1,620,000.00.
2. The Mayor and City Manager are authorized to execute the purchase agreement on behalf of the City.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of _____, 2019, by and between Beverly A. Goerisch and Donald G. Goerisch, wife and husband ("Sellers"), and the City of Brooklyn Park, a municipal corporation under Minnesota law ("Purchaser").

RECITALS:

A. Sellers are the owners of real property legally described on Exhibit A attached hereto and incorporated herein (the "Property").

B. Sellers have agreed to convey the Property to Purchaser and Purchaser desires to purchase the same, pursuant to, and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, Purchaser and Sellers agree as follows:

1.0 Property To Be Purchased.

- (a) Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers the real property which is commonly known as 8832-101st Avenue North, Brooklyn Park, MN 55445, which is legally described on Exhibit A attached hereto, and which is identified by Hennepin County as tax identification parcel number 06-119-21-34-0006 ("Property"), on terms satisfactory to the Purchaser, and subject to the parties' compliance with the terms and conditions of this Purchase Agreement.
- (b) Pursuant to this Agreement and in return for the payment of the purchase price herein, Seller is also selling to Purchaser and Purchaser is also purchasing from Seller all improvements located on the Property.
- © Purchaser has filed eminent domain proceedings in Hennepin County District Court File No. 27-CV-19-1198 to acquire the necessary portion of the Property which is legally described in Exhibit C attached hereto ("Necessary Property").
- (d) Sellers waive any objections to the public purpose and necessity of Purchaser's taking of the necessary portion of the Property in the eminent domain proceeding and all objections which they could otherwise assert to the procedures followed by Purchaser in authorizing or prosecuting said eminent domain proceeding.

2.0 Purchase Price and Earnest Money. The purchase price to be paid by Purchaser for the Property is One Million Six Hundred Twenty Thousand and no/100ths Dollars (\$1,620,000.00) ("Purchase Price"). Within five days after execution of this Agreement by Sellers and Purchaser, Purchaser shall deposit the amount of \$5,000.00 with First American Title Insurance Company, 701 Xenia Avenue South, Ste. 450, Golden Valley, MN 55416 ("Title Company") as earnest money to be held in accordance with an escrow agreement in the form attached hereto

as Exhibit B and incorporated herein, which earnest money and accrued interest shall be applied in part payment of the Purchase Price at closing. The balance of the Purchase Price, plus or minus pro-rations and adjustments as set forth herein, will be paid to Sellers at closing.

3.0 Closing Date. The closing of the purchase and sale contemplated by this Agreement shall occur within 20 days after the last of the following to occur (“Effective Date”): (a) execution of this Agreement by the Sellers; (b) execution of this Agreement on behalf of the Purchaser; and (c) waiver by Purchaser or expiration of the Due Diligence Period. Purchaser may extend the closing date and the due diligence period by an additional 30 days by giving written notice of its intention to do so. The closing shall take place at the office of Title Company or at such other place as the parties shall mutually agree. Sellers agree to deliver possession of the Property to Purchaser on the closing date, except that they may continue to occupy the dwelling on the Property until 60 days following the closing date. Sellers shall be responsible for the payment of all utilities used on the Property until Sellers’ vacation of the Property, and will maintain insurance insuring the Property until Sellers’ vacation of the Property.

4.0 Evidence of Title. As soon as practicable but no later than 10 days after the Effective Date of this Agreement, Purchaser shall order and provide to Sellers, at Purchaser’s sole cost and expense, a preliminary commitment for an ALTA Owner’s Policy of Title Insurance, issued by Title Company, in the amount of the Purchase Price, to insure Purchaser’s title to the Property, including copies of documents referenced in Schedule B thereof (collectively, the “Title Commitment”). The Title Company shall provide an electronic version of the commitment and all documents described in the commitment. The Title Commitment shall have an effective date of no earlier than the Effective Date of this Agreement. The Title Commitment shall include affirmative coverages for appurtenant easements, if any, and zoning, access, contiguity, tax parcel and comprehensive endorsements. The Title Commitment shall obligate Title Company to delete standard exceptions from the Title Commitment and the policy upon Title Company’s receipt of a seller’s affidavit from Sellers.

5.0 Purchaser’s Conditions to Closing. The closing of the transaction contemplated by this Agreement and the obligations of the Purchaser to purchase the Property shall be subject to the following conditions:

(a) Documents. Within five days of the Effective Date, Sellers shall deliver to Purchaser those documents listed herein which are in Sellers’ reasonable control or possession.

(b) City Council Approval. Promptly following signing of this Agreement by Sellers, Purchaser shall submit this agreement to the City Council of Purchaser for approval and shall undertake to obtain City Council approval of this Agreement within 30 days following execution of this Agreement by Sellers.

- (c) Inspection and Structural. After execution of this Agreement on behalf of Purchaser, Purchaser, and its agents, employees, contractors and invitees, may, following reasonable notice to and cooperation with Sellers, enter upon the Property in order to perform such engineering, environmental inspections and testing, other testing and other inspections as Purchaser may deem necessary, provided that neither Purchaser nor its agents shall engage in any intrusive testing without the prior written consent of Sellers, which consent shall not be unreasonably withheld, conditioned or delayed. Purchaser hereby agrees to indemnify, defend and hold Sellers harmless from and against any and all losses, claims, causes of action, liabilities and costs of defense (including reasonable attorney's fees) incurred by Sellers arising out of the actions of Purchaser, its agents, employees, contractors or invitees in the course of any such entry upon the Property. In the performance of any inspection to or upon the Property and during any access to the Property, Purchaser and his agents shall comply with all applicable laws and regulations with respect to the inspection and access and shall refrain from interfering with Sellers' use of the Property. Purchaser shall assume all liability for any damages to Property or injury to persons resulting from, arising out of or incurred in connection with any inspection or access to the Property by Purchaser or its agents. Sellers will also provide access to the Purchaser of all reports and records, correspondence and other documentation in the possession of Sellers relevant to the Property,
- (d) Environmental. Within 5 days after execution of this Agreement on behalf of Purchaser, Seller shall provide Purchaser with copies of all environmental studies and reports relating to the Property which are in Sellers' possession (collectively, the "Reports"), including, but not limited to, Phase One and Phase Two environmental assessments, wetland studies, or any other pertinent studies or reports. Purchaser shall have the right to perform such testing on the Property as it may elect at its sole cost and expense in accordance with Section 5.0 (c) above. If, prior to Closing, Purchaser, in its sole discretion, objects to the environmental conditions present on the Property, because Purchaser or its consultants find "hazardous substances" or "pollutants", as those terms are defined under state or federal law, to be present on the Property in concentrations which exceed those permitted under regulations of the Minnesota Pollution Control Agency or United States Environmental Protection Agency, Purchaser may rescind this Purchase Agreement, and instead proceed to acquire title and possession of only the Necessary Property in the eminent domain proceeding, by deposit with the district court administrator or payment to the Sellers and any lienholders on the Property of the City's approved appraisal amount for the Necessary Property. Notwithstanding Purchaser's rescission of this Agreement, subparagraphs © and (d) of Section 1 of this Agreement shall survive rescission of this Agreement.
- (e) Representations and Warranties. The representations and warranties in this Purchase Agreement shall be true at the time of closing as though such representations and warranties were made at such time.

- (f) Marketability. Marketability of title to said Real Property shall have been established or waived pursuant to the provisions of this Purchase Agreement.

6.0 Representations and Warranties.

A. Sellers make the following representations and warranties to Purchaser:

- (i) Sellers have the full and complete authority to sell the Property.
- (ii) Sellers are not foreign persons, or a foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code.
- (iii) There are no unsatisfied judgments or state or federal tax liens of record against Sellers, and there have been no labor or materials furnished to the Property for which payment has not been paid. If there are unsatisfied liens or judgments against a person with a name similar to Sellers, they are not against Sellers, and Sellers will provide evidence satisfactory to Title Company, prior to Closing, that such liens or judgments are not against Sellers. Sellers have previously had indebtedness against them discharged in bankruptcy. At or before Closing, Sellers will provide Purchaser such recordable documents as Title Company may require in order to deliver marketable title of the Property to Purchaser at Closing, notwithstanding such previous bankruptcy.
- (iv) To Sellers' knowledge, there are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Property.
- (v) Sellers have not received notice of any new public improvement project(s), the cost of which a governmental entity may assess against the Property.
- (vi) To Sellers' knowledge, the Property is not in violation of any statute, law, ordinance or regulation, and there is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind pending or, to Sellers' best knowledge, threatened, against or involving any portion of the Property, except Purchaser's eminent domain proceeding to acquire a portion of the Property in District Court File No. 27-CV-19-11928, which is now pending.
- (vii) To Sellers' knowledge, Sellers are not in default in the performance of any of their obligations under any easement agreement, covenant, condition, restriction, or other instrument or agreement relating to the Property.

- (viii) There are not now, nor to Sellers' actual knowledge have there ever been, underground or above ground storage tanks of any size or type located on the Property nor any Hazardous Substances (defined below) located on the Property in violation of applicable governmental requirements, and the Property has not been used in connection with the generation, disposal, storage, treatment or transportation of Hazardous Substances in violation of applicable governmental requirements. To Sellers' actual knowledge, no activity has been undertaken on the Property that would cause or contribute to the discharge of Hazardous Substances or of fluids into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions that would require a permit under any federal or state law or local ordinance. For purposes of this Agreement, the term "Hazardous Substances" includes but is not limited to substances defined as "hazardous substances," "toxic substances," "hazardous wastes" "pollutants" or contaminants" under federal or Minnesota law. The term "hazardous substance" shall also include asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas and synthetic gas).
- (ix) For the purposes of satisfying any applicable requirements of Minn. Stat. §152.0275, Sellers disclose and certify that, to the best of their knowledge, methamphetamine production has not occurred on the Property.
- (x) That prior to closing, Sellers will have terminated any and all existing leases, rental agreements or license agreements with any tenants of the Property.
- (xi) At closing, Sellers will execute a waiver of right of first refusal form pursuant to Minn. Stat., Section 117.226 in the form which is attached hereto as Exhibit C.

The foregoing representations and warranties shall be accurate on the date hereof and on the date of closing. If, at any time prior to the closing, Sellers acquire actual knowledge of events or circumstances which render the representations and warranties set forth in this section inaccurate in any respect, Sellers shall immediately notify Purchaser in writing and Purchaser shall have the right to terminate this Agreement. At closing Sellers shall execute and deliver to Purchaser a certificate of Sellers certifying that the representations contained in this section are true as of the closing or, if such representations are no longer true, describing, in detail, the reasons why the representations are no longer true (the "Bring Down Certificate"). Sellers will indemnify Purchaser, its successors and assigns, against and will hold Purchaser, its successors and assigns harmless from, any loss, liability, costs, expenses or damages, including reasonable attorney's fees, that Purchaser incurs because of the Sellers' breach of any of the above representations and warranties, the inaccuracy of any of the above representations when made or remade, or Sellers' failure to notify Purchaser, before the Closing, if the representations set forth above become inaccurate and Sellers actually know of such inaccuracy. The representations, warranties and indemnification set forth above shall survive the closing of this transaction and

Sellers' delivery of the Deed for a period of 12 months.

B. Purchaser makes the following representations and warranties to Sellers:

- (i) The individuals executing this Agreement on behalf of Purchaser have the requisite authority to execute this Agreement and such other documents as are contemplated or to be delivered by Purchaser herein, and to bind Purchaser thereto; and Purchaser has the full and complete authority to purchase the Property.
- (ii) Purchaser shall promptly pay, when due, any and all charges for engineering, surveying or other studies, reports, assessments or investigations which are commissioned or requested by Purchaser and not the responsibility of Sellers under this Agreement.
- (iii) Purchaser shall not change the zoning, subdivide the Property, or complete any other administrative or physical change to the Property prior to closing.

The representations and warranties contained in this section shall be true and correct on the Effective Date and closing date.

7.0 Real Estate Taxes and Special Assessments. The Parties shall pay the real estate taxes and special assessments as follows:

- (a) At or before the closing, Sellers shall pay all real estate taxes, and special assessments payable therewith and any penalties and interest thereon due and payable with respect to the Property in all years prior to the year of closing, including all deferred taxes attributable to years prior to the year of closing.
- (b) Purchaser and Sellers shall prorate the real estate taxes due and payable in the year of closing, on a per diem basis using a calendar year, to the date of the closing. Sellers shall pay the balance of all special assessments levied, pending, certified or deferred as of the Effective Date, except in no event shall Sellers be required to pay special assessments imposed or to be imposed against the Property by Purchaser in connection with Purchaser's proposed 101st Avenue and Highway 169 Interchange Project.
- (c) Purchaser shall pay all real estate taxes due and payable in the years following the year of closing.

8.0 Closing Documents. At or prior to closing, the parties shall execute and deliver the following:

- (a) Warranty Deed conveying title to Purchaser;
- (b) Assignment of all Licenses and Permits needed to operate the Property, if any;

- (c) Assignment of all Contracts, Warranties and Guarantees, if any;
- (d) Any documents reasonably required by the title company;
- (e) Affidavit Regarding Seller (MN Uniform Conveyancing Blanks Forms);
- (f) FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by Internal Revenue Code Section 1445 (b)(2) and its regulations;
- (g) IRS Form. A designation agreement designating the "reporting person" for the purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594;
- (h) Well Certificate. A certificate (or statutory statement on the Deed) signed by Sellers warranting that there are no wells on the Property within the meaning of Minn. Stat. Section 1031, or if there are wells, a Well Certificate in the form required by law;
- (i) Storage Tanks. If the Property contains or contained a storage tank, an affidavit with respect thereto, as required by Minn. Stat. Sec. 116.48;
- (j) Bring Down Certificate from Seller;
- (k) A Release and Termination of Right of First Refusal in the form attached hereto as Exhibit D; and
- (k) All other documents required hereunder to effectuate the provisions of this Purchase Agreement.

9.0 Closing Costs. The following costs and expenses shall be paid in connection with the closing:

- (a) Sellers shall pay the cost of:
 - (i) All expenses to correct any title objections that Sellers elect to undertake pursuant to section 4.0 above;
 - (ii) Proration as of the closing date of all utilities and operating expenses and rents;
 - (iii) Proration as of the closing date of real property taxes and installments of special assessments, as specified in section 7.0 above; and
 - (iv) All attorneys' fees and expenses incurred by Seller (but, in no event, shall Sellers be required to pay attorney's fees and expenses incurred by Purchaser in the purchase of the Property or negotiation of this Agreement).

- (v) All real estate commissions, if any.
- (b) Purchaser shall pay the cost of:
 - (i) UCC searches;
 - I. (ii) Additional soil reports or inspection reports required by Purchaser;
 - (iii) Any recording fees for recording the Deed;
 - (iv) The Title Company's closing fee;
 - (v) Proration as of the closing date of real property taxes and installments of special assessments as provided in section 7.0 above;
 - (vi) Proration as of the closing date of all utilities and operating expenses and rents as provided herein;
 - (vii) All attorneys' fees and expenses incurred by Purchaser;
 - (viii) All of the fees associated with the Title Policy and half of the escrow and closing fees;
 - (ix) All other closing fees customarily paid for by Purchaser in a transaction of this type;
 - (x) Application fees for city approvals and all costs of generating necessary city submittals with the exception of the proposed preliminary and final plat approvals;
 - (xi) All grading, drainage, compaction, and other related site work necessary for the construction of the Project.
 - (xii) All fees associated with the issuance of the Owner's Title Insurance Commitment, including State and Federal Tax Liens, Judgment and Bankruptcy Searches;
 - (xiii) All State Deed Taxes and/or transfer taxes on deeds; and
 - (xiv) Recording fees on all releases and satisfactions of existing mortgages;

10.0 Title To Be Delivered. Sellers agrees to convey marketable fee simple title in the Property to Purchaser at closing subject only to:

- (a) Covenants, conditions, restrictions, declarations and easements of record, if any, without effective forfeiture provisions and which do not interfere with present Improvements;

- (b) Utility and drainage easements which do not interfere with present Improvements;
- (c) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (d) Building, zoning and subdivision laws, ordinances and State and Federal regulations which do not interfere with present Improvements.

11.0 Operation Prior to Closing. During the Executory Period, Sellers shall operate and maintain the Property in the same manner as it is being operated on the date hereof and in accordance with prudent and reasonable standards. Sellers shall execute no contracts, leases, or other agreements regarding the Property during the Executory Period which extend beyond the closing date without the prior written consent of Purchaser, which consent may be withheld by Purchaser at its sole discretion. Sellers shall not pledge or transfer any interest in or encumber or permit the encumbrance of the Property with any lien, easement, interest or agreement from and after the Effective Date without the prior written consent of Purchaser, which may be withheld in Purchaser's sole and absolute discretion.

12.0 Default.

- (a) If Purchaser defaults in the performance of Purchaser's obligations under this Agreement due to no fault of Sellers, then Sellers may either: (i) terminate this Agreement in accordance with Minnesota Statutes, Section 559.21; or (ii) seek specific performance of this Agreement.
- (b) If Sellers default in the performance of Sellers' obligations under this Agreement due to no fault of Purchaser, then Purchaser may either (i) terminate this Agreement in accordance with Minnesota Statutes, Section 559.21; or (ii) seek specific performance of this Agreement.
- (c) Notwithstanding anything in this Agreement to the contrary, any action by Sellers for specific performance must be commenced no later than 90 days after the date of the occurrence of Purchaser's default. The limitation set forth in the preceding sentence shall not apply to claims for indemnification or contribution specifically provided for in this agreement, if any
- (d) Sellers waive any objection they may have to the public purpose and necessity of the condemnation by Purchaser of the Necessary Property for road reconstruction and related purposes which is now pending in Court File No.27-CV-19-11928, and waive any objection to the filing by the district court of an order approving the Purchaser's taking and use of quick take to acquire title and possession of said portion of the Property, as provided in Purchaser's petition for condemnation in said action.

13.0 Assignment. Prior to the closing, Purchaser shall be entitled to assign the Agreement to another legal entity. Such entity will assume all of the rights, duties and obligations of the Purchaser under the Agreement and Purchaser under the Agreement shall be released

this Agreement in writing prior to the expiration of the 30 day period. Unless extended by Purchaser pursuant to Section 3, should the 30 days expire without any such notice, it will be deemed that the Purchaser has waived the right to terminate this Agreement due to the physical condition of the Property.

(e) Amendment. This Purchase Agreement shall be amended only by a written instrument signed by Seller and Purchaser.

(f) Successors and Assigns. This Purchase Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

(g) Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof.

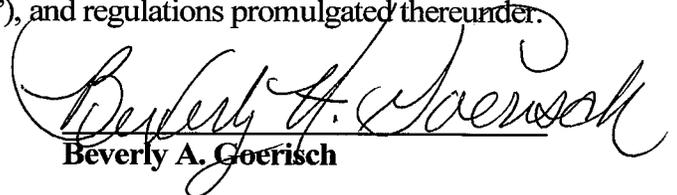
(h) Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void or unenforceable by any court of law at equity it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

(i) Assignability. This Purchase Agreement and the rights hereunder may not be assigned by either party, except that Purchaser may assign its rights to an entity to be formed at or prior to Closing and Sellers may assign their rights for purposes of effecting a tax free exchange.

(j) Counterparts. This Purchase Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Purchase Agreement.

(k) Relocation Benefits. Nothing in this agreement prohibits Sellers from pursuing all relocation benefits for which they are eligible under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 ("URA"), and regulations promulgated thereunder.

SELLERS


Beverly A. Goerisch


Donald G. Goerisch

PURCHASER

City of Brooklyn Park

By _____
Jeffrey Lunde, Mayor

Attest: _____
Jay Stroebel, City Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Property Identification No.- Property I.D. 06-119-21-34-0006, Torrens, Certificate No. 770376
Property Address: 8832 – 101st Av N, Brooklyn Park, MN 55445

**EXHIBIT B
ESCROW AGREEMENT**

Beverly A. Goerisch and Donald G. Goerisch ("Sellers"), and City of Brooklyn Park ("Purchaser") are parties to the purchase and sale of the real estate described in the attached Real Estate Purchase Agreement, dated 9-9-19, 2019 ("Purchase Agreement"). As provided in section 2.0 of the Purchase Agreement, Purchaser hereby deposits the sum of Five Thousand Dollars (\$5,000.00) (the "Earnest Money") with the First American Title Insurance Company (the "Escrow Agent").

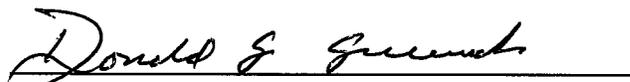
Escrow Agent agrees to disburse the Earnest Money in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. The Escrow Agent will hold the Earnest Money in an interest-bearing account, if such account is reasonably available, with an institution whose accounts are insured by a governmental agency or instrumentality. If interest accrues on the Earnest Money it will accrue to Purchaser unless Purchaser defaults under the terms of the Purchase Agreement and Seller elects to retain the Earnest Money as liquidated damages in which case Seller will be entitled to such interest, if any.

The Escrow Agent will have no responsibility for any decision concerning performance or effectiveness of the Purchase Agreement, and will only be responsible to act pursuant to the procedures set forth above. Purchaser and Seller hereby agree to hold the Escrow Agent harmless from any claims or defenses arising out of this Escrow Agreement and indemnify the Escrow Agent for all costs and expenses in connection with this escrow, including court costs, attorneys' fees, except for claims arising out of the Escrow Agent's failure to account for the funds held and costs and expenses incurred by the parties in connection with such a claim.

The Escrow Agent's fee for acting as an escrow agent is \$ _____ and the Purchaser agrees to pay for this cost.

SELLERS:


Beverly A. Goerisch


Donald G. Goerisch

PURCHASER:

CITY OF BROOKLYN PARK

Jeffrey Lunde, Mayor

The Escrow Agent hereby acknowledges receipt of this Agreement and the Earnest Money to hold the Earnest Money as above specified.

Dated this ____ day of _____, 2019.

By: _____

Its: _____

EXHIBIT C

Legal Description of the Necessary Portion of the Subject Property (“Necessary Property”)

All that part of the Subject Property (described above), lying easterly, southerly, and southeasterly of the following described line:

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

Description of access to be taken

All right of access, being the right of ingress to and egress from the hereinbefore described property to be taken in fee.

Exhibit D

RELEASE AND TERMINATION OF RIGHT OF FIRST REFUSAL

Beverly A. Goerisch and Donald G. Goerisch (“Owners”), to evidence the release and termination of a right of first refusal under Minnesota Statutes, Section 117.226, state as follows:

1. Owners were the prior owners of a property located at 8832- 101st Avenue North, Brooklyn Park, Minnesota, and legally described in the attached Exhibit A (the “Property”);
2. On the ____ day of _____, 2019, Owners executed a purchase agreement with the City of Brooklyn Park in which Owners agreed to sell the Property to the City of Brooklyn Park a political subdivision of the State of Minnesota (the “City”);
3. In the Purchase Agreement, in consideration for the City’s agreement to acquire the entire Property, Owners agreed to release their right of first refusal under Minnesota Statutes, Section 117.226;
4. Owners conditioned such release upon the City’s recording of a deed-in-lieu of condemnation from the Owners conveying to the City title to the entire Property.
5. As such, I hereby attest that the condition to Owners’ release has been fulfilled and their right-of-first-refusal under Minnesota Statutes, Section 117.226 is hereby terminated.

[remainder of page intentionally blank]

Dated _____, 2019

Beverly A. Goerisch

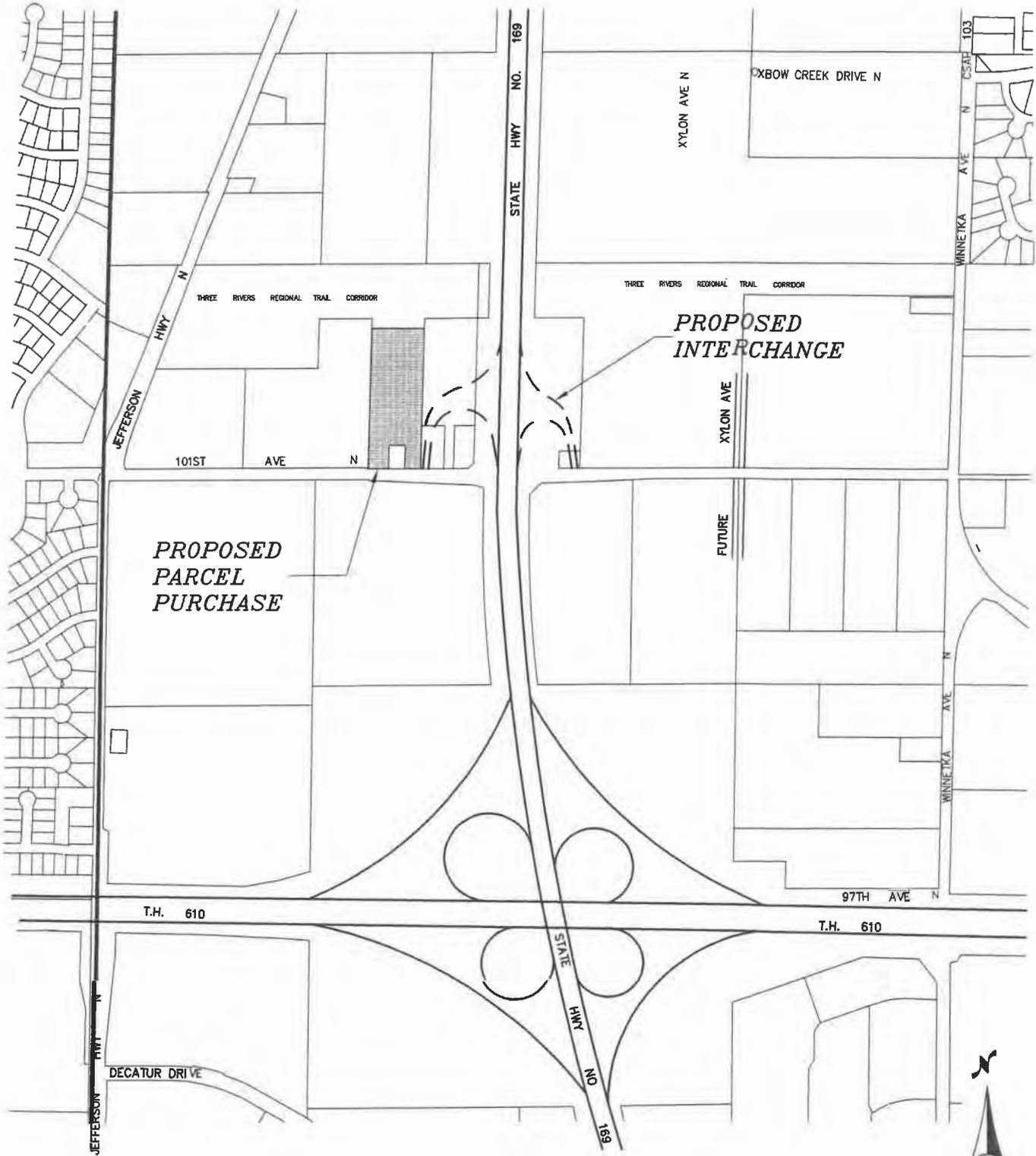
EXHIBIT A TO RELEASE OF FIRST REFUSAL

LEGAL DESCRIPTION OF PROPERTY

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

Property Identification No.- Property I.D. 06-119-21-34-0006, Torrens, Certificate No. 770376
Property Address: 8832 – 101st Av N, Brooklyn Park, MN 55445

LOCATION MAP



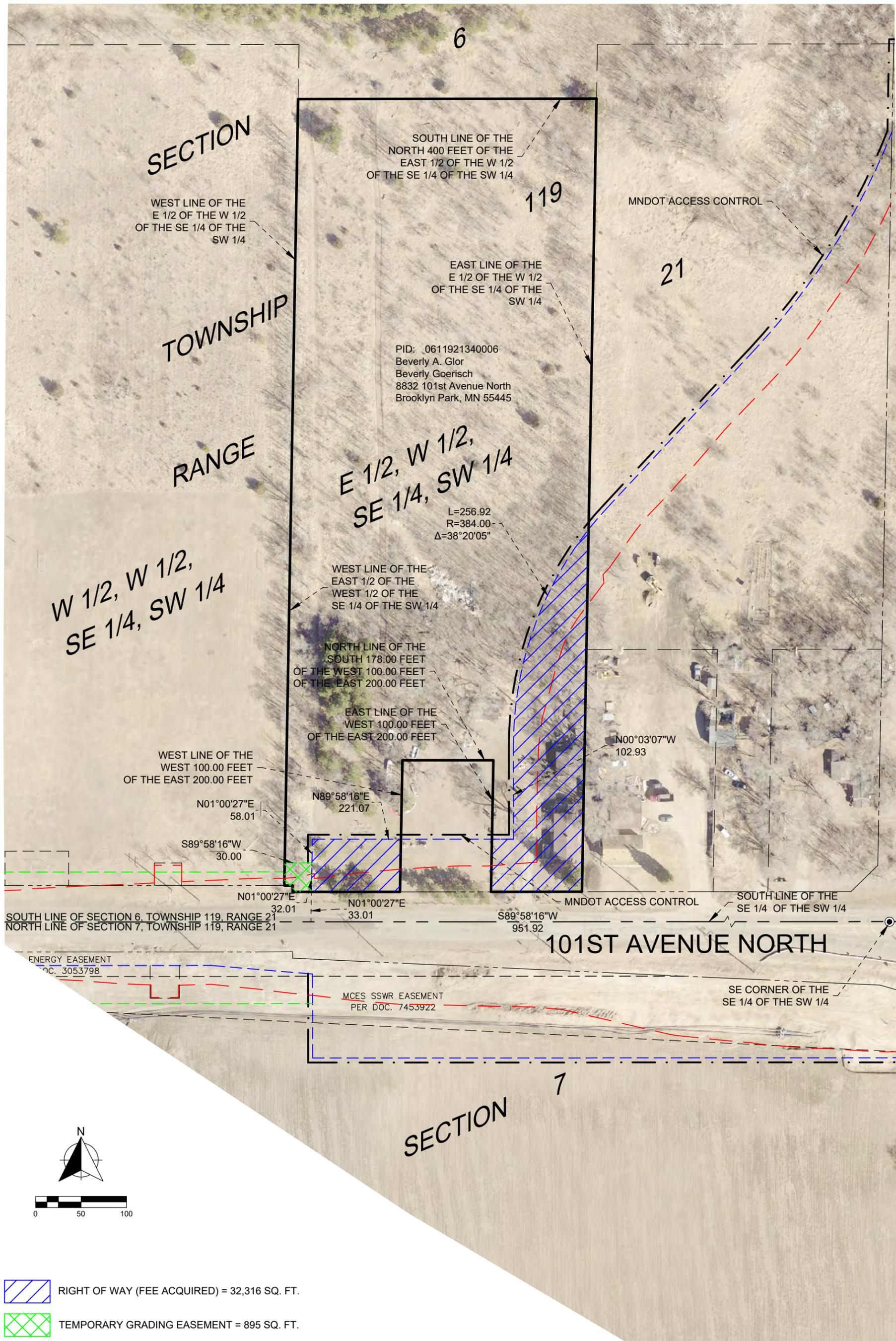
LEGEND



8832 101ST AVE N.



NO SCALE



Prepared by:



TH 169 / 101st Avenue Interchange
Easement Exhibit
Parcel 5
8832 101st Avenue North
Brooklyn Park, Minnesota

WSB Project No. 012336-000

Date: 3/1/19



WSB
05/07/19

May 1, 2019

DELIVERED IN PERSON

Don and Beverly Goerisch
8832 101st Ave. N
Brooklyn Park, MN 55445

SUBJECT: OFFER TO PURCHASE
169 & 101st Interchange Project
PROPERTY ADDRESS: 8832 101st Ave. N, Brooklyn Park, MN 55445
PROPERTY ID: 06-119-21-34-0006
PARCEL NO. 5

Dear Don and Beverly:

As you may be aware, WSB & Associates, Inc. is assisting the City of Brooklyn Park in the acquisition of right of way for the above referenced project ("Project"). This letter constitutes the City of Brooklyn Park's formal offer for the purchase of the property interests needed for the Project. The City of Brooklyn Park hereby offers the sum of \$236,700.00 which has been determined to be Just Compensation for such property and rights based upon the fair market value of the property for the land rights necessary for the project. The offer is based upon the enclosed appraisal report prepared by Valbridge Property Advisors.

In addition, pursuant to Minnesota Statutes Section 117.187, the City of Brooklyn Park will include an additional \$13,300.00 for a total of \$249,998.00 which is an amount sufficient to purchase a comparable property "in the community" in compliance with the above referenced law. The minimum compensation study was based upon an analysis of active properties by WSB.

You have the right to secure your own appraisal and, in accordance with Minnesota Statutes, Section 117.036, the City of Brooklyn Park will reimburse the costs of such appraisal up to a maximum of \$5,000. To receive reimbursement, the appraisal must be completed by a Minnesota licensed real estate appraiser, meet the requirements of "The Uniform Standards of Appraisal Practice" (USPAP) and a copy of the appraisal must be given to the City of Brooklyn Park. If you accept the offer, the parcel will be acquired by direct purchase and you will be paid upon satisfactory evidence of marketable title.

To maintain the project schedule, the City of Brooklyn Park may initiate an eminent domain proceeding to acquire this property by the "quick-take" process authorized under Minnesota Statutes, Section 117.042. However, it shall do so no sooner than 30 days from the delivery of this offer and it will continue to work with you to seek an agreement on terms for a direct purchase.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that the appraisal and "Guidebook for Property Owners" pamphlet has been received by you. Your signature below does not prejudice your right to have

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

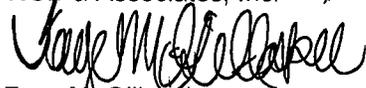
Goerisch
05/01/2019
Page 2

the final amount determined through eminent domain proceedings in the event you do not accept the offer.

For your reference, enclosed is a copy of "Guidebook for Property Owners" pamphlet.

On behalf of The City of Brooklyn Park, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,
WSB & Associates, Inc.



Faye M. Gillespie
612-248-9695

- Enclosures:
- Legal Description
- Parcel Sketch
- Appraisal
- Guidebook for Property Owners

ACKNOWLEDGMENT OF RECEIPT OF OFFER

We CERTIFY THAT on 7th day of May, 2019, this Offer to Purchase was received by us from the above Right of Way Specialist; we also acknowledge the receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.

Declined to sign AF.



May 31, 2019

Don and Beverly Goerisch
8832 101st Avenue N
Brooklyn Park, MN 55445

Re: 169 & 101st Interchange Project
PARCEL NO. 5
Property Address: 8832 101st Avenue N, Brooklyn Park, MN

REPLACEMENT HOUSING PURCHASE SUPPLEMENT

Dear Don and Beverly:

Legislation provides for possible replacement housing supplemental payment to owner-occupants of a housing unit that will be acquired for public use. The intent of this legislation is to assist the owner-occupant to purchase and relocate into replacement housing which is decent, safe, and sanitary.

The replacement housing supplemental payment is the difference, if any, between the price of comparable replacement housing available on the market and the acquisition price of the housing included in the parcel described above which was \$249,998.00.

As a consultant for City of Brooklyn Park, we conducted a survey of the housing market in your area. A comparable was found at \$325,000.00 resulting in a \$75,002.00 supplement payment. A copy of the listing sheet is attached for your review.

The following comparable replacement property is located at:

1. 15231 Jasper Street NW, Ramsey, MN 55303

If after evaluating the housing market you find the indicated amount of supplemental housing payment to be inadequate, you may appeal the same by writing to: Jeff Holstein, City of Brooklyn Park, 763-493-8102, setting forth your facts, including properties which you consider comparable and your reasons therefore. Your appeal must be made within 18 months subsequent to the specified vacation date, if your property is purchased through direct purchase.

In order to receive the indicated payment, you must purchase and relocate into housing which meets the standards for decent, safe and sanitary housing within one year subsequent to the date you vacate your present dwelling.

Goerisch
May 31, 2019
Page 2

If you have need of further information, please contact me at 612-246-9695.

Sincerely,
WSB & Associates, Inc.



Faye M. Gillespie
Relocation Agent for City of Brooklyn Park

Attachment: Analysis of Comparables

Cc: Jeff Holstein, City of Brooklyn Park

City of Brooklyn Park Request for Council Action

Agenda Item:	4.14	Meeting Date:	September 23, 2019
Agenda Section:	Consent	Originating Department:	Operations and Maintenance – Engineering Services Division
Resolution:	X	Prepared By:	Jesse Struve, P.E., City Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Jesse Struve
Item:	Accept Petition and Order a Public Hearing for the Vacation of a Street Easement		

City Manager's Proposed Actions:

1. MOTION _____, SECOND _____, TO RECEIVE AND PLACE ON FILE THE PETITION FOR THE VACATION OF THE STREET EASEMENT AT 7516 BROOKLYN BOULEVARD.
2. MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ ORDERING A PUBLIC HEARING FOR THE VACATION OF THE STREET EASEMENT AT 7516 BROOKLYN BOULEVARD.

Overview:

The Economic Development Authority (EDA) is in the process of selling the property at 7516 Brooklyn Boulevard and discovered there is an old street and utility easement on the back of the property. The EDA is requesting the street easement be vacated prior to the sale.

A vacation hearing is scheduled to be held on October 28, 2019 for Council's review of the proposed vacation of the street easement.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

- 4.14A RESOLUTION
- 4.14B PETITION
- 4.14C PROPOSED EASEMENT VACATION AREA

RESOLUTION #2019-

RESOLUTION ORDERING A PUBLIC HEARING FOR THE VACATION OF
THE STREET EASEMENT AT 7516 BROOKLYN BOULEVARD

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that a public hearing be held on the 28th day of October, 2019 at 7:00 p.m. in the Council Chambers of City Hall located at 5200 85th Avenue North to consider the vacation of the following street easement:

Parcel Description:

That part of W 230 ft of NE ¼ lying S of N 911 64/100 ft thof and Nly of State Hwy No 152 ex road.

Easement Description:

That part of the West ½ of the NE ¼ of Section 28, Township 119, Range 21 described as follows: Commencing at a point 911.64 feet South of the Northwest corner of the NE ¼ of said Section 28, measured along the West line of said NE ¼; said point also being the Southwest corner of Block 5, Donnay's Brookdale Estates 5th Addition; thence East measured at right angles a distance of 130 feet to the actual point of beginning of the tract of land to be described, thence continuing East along said last described line, a distance of 100 feet, said last described line also being the South line of Block 5, and Lot 1, Block 6, said Donnay's Brookdale Estates 5th Addition; thence South at right angles parallel with the West line of said NE ¼, a distance of 30 feet, thence West at right angles parallel with said South line of Block 5, and Lot 1, Block 6, Donnay's Brookdale Estates 5th Addition, a distance of 100 feet to its intersection with a line parallel and 130 feet East of the West line of said NE ¼, thence North along said parallel line a distance of 30 feet to the point of beginning; all in Section 28, Township 119, North Range 21, West of the Fifth Principal Meridian.

BE IT FURTHER RESOLVED, that the City Clerk be directed to file the proper legal notice of such hearing in the manner required by law.

PETITION

In the Matter of Vacation of certain easements as described below

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

Brooklyn Park Economic Development Authority

(Owner)

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

A premanent easement for street and utility purposes

(Describe type of easement)

Located in said City and described as follows:

Parcel Description:

THAT PART OF W 230 FT OF NE 1/4
LYING S OF N 911 64/100 FT THOF AND
NLY OF STATE HWY NO 152 EX ROAD

Easement Description:

See attached document.

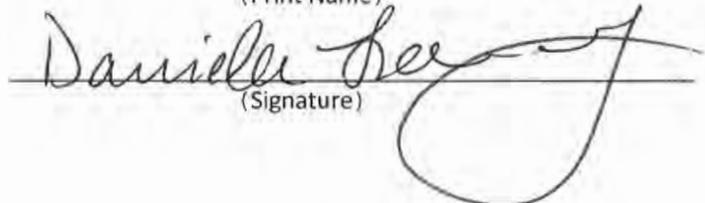
The portion of said easement sought to be vacated adjoins and abuts lands owned by said petitioners.

Date: 9/18/19

Petitioner:

Daniela Lorenz

(Print Name)


(Signature)

BASEMENT

THIS AGREEMENT made this 11th day of OCTOBER 1973
between Glen D. Anderson and Joyce R. Anderson, Husband and Wife

part ies of the first part, and THE CITY OF BROOKLYN PARK, a municipal corporation under the laws of the State of Minnesota party of the second part,

WITNESSETH: That the part ies of the first part in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS to them in hand paid by said party of the second part, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said party of the second part, its successors and assigns, a permanent easement for street & utility purposes over and across the tract or parcel of land lying and being in the County of Hennepin and State of Minnesota, described as follows, to wit:

That part of the West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 28, Township 119, Range 21 described as follows: Commencing at a point 911.64 feet South of the North-west corner of the NE $\frac{1}{4}$ of said Section 28, measured along the West line of said NE $\frac{1}{4}$; said point also being the Southwest corner of Block 5, Donnay's Brookdale Estates 5th Addition; thence East measured at right angles a distance of 130 feet to the actual point of beginning of the tract of land to be described, thence continuing East along said last described line, a distance of 100 feet, said last described line also being the South line of Block 5, and Lot 1, Block 6, said Donnay's Brookdale Estates 5th Addition; thence South at right angles parallel with the West line of said NE $\frac{1}{4}$, a distance of 30 feet, thence West at right angles parallel with said South line of Block 5, and Lot 1, Block 6, Donnay's Brookdale Estates 5th Addition, a distance of 100 feet to its intersection with a line parallel and 130 feet East of the West line of said NE $\frac{1}{4}$, thence North along said parallel line a distance of 30 feet to the point of beginning; all in Section 28, Township 119, North Range 21, West of the Fifth Principal Meridian.

TRANSFER ENTERED
OCT 17 1973
FINANCE DIVISION
HENNEPIN COUNTY, MINN.
BY *[Signature]*

IN TESTIMONY WHEREOF, the said part ies have hereunto set their hands the day and year first above written.

In the presence of:

[Signature] _____
[Signature] _____
Glen D. Anderson
Joyce R. Anderson

STATE OF MINNESOTA
COUNTY OF HENNEPIN SS

On this 11th day of OCTOBER 1973, before me a Notary Public within and for said County, personally appeared Glen D. Anderson and Joyce R. Anderson, Husband and Wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that the y executed the same as their free act and deed.

THIS INSTRUMENT DRAFTED BY:

Neil Johnson
5800 85th Avenue North
Brooklyn Park, Minnesota 55443
Phone: 425-4502

LOIS BRODRORP
NOTARY PUBLIC - MINNESOTA
ANOKA COUNTY
My Commission Expires Nov. 16, 1977

STATE DEED TAX DUE HEREON: NONE

650

100 Feet

Map Scale = 1: 1,200

-  City Boundary
- Streets (by maint auth)
-  City Street
-  County Road
-  Highway
-  Other City
-  Park Road
-  Private Street
-  City Background



City of Brooklyn Park Request for Council Action

Agenda Item:	6.1	Meeting Date:	September 23, 2019
Agenda Section:	Land Use Actions	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Michelle Peterson, Neighborhood Health Supervisor
Ordinance:	FIRST READING		
Attachments:	5	Presented By:	Michelle Peterson
Item:	FIRST READING of an Ordinance to Amend Chapter 92, Chapter 94, and Chapter 152 of the City Code to Allow the Keeping of Chickens and Pot-Bellied Pigs		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING CHAPTERS 92, 94, AND 152 OF CITY CODE PERTAINING TO THE KEEPING OF CHICKENS AND POT-BELLIED PIGS.

Planning Commission Recommendation:

At its meeting on September 11, 2019, the Planning Commission considered the proposed amendments to Chapter 152. The Planning Commission recommended approval of the proposed ordinance amendments for sections of the zoning code with a request to amend Chapter 92 to include a permitting or registration process for chickens. Staff feels that the registering of one pot-bellied pig per household can be accommodated using the registration processes in place for beekeeping. Adding a registration or permitting process for chickens will demand additional staffing resources. Environmental Health currently has processes in place to handle inspections for any complaints that may be received to ensure compliance with the proposed code. The code was drafted to minimize the impact to adjacent neighbors.

Overview:

In 2018, the Brooklyn Park City Council was approached by a resident regarding her pet pot-bellied pig and requested the code be changed to allow her to keep her pet. The current code allows animals defined as farm animals, including pigs, to be kept on parcels five acres or more in size. In addition to looking at a code change to allow pot-bellied pigs, City staff receives requests from residents each year to change the code to allow chickens and other animals on parcels under five acres in size.

At the March 4, 2019 City Council work session, Environmental Health staff presented on how we currently respond to requests related to chickens, pot-bellied pigs and goats. The City Council directed staff to engage the community to determine the level of interest in changing the ordinance related to these three animal types.

Environmental Health and Community Engagement staff identified stakeholders and the best method of outreach for the community engagement process. The following engagement tools were used:

- An online survey was open from May 5 to June 30, 2019, and
- On site community engagement at City events including Tater Daze and three City Hall on the Go events.

Attachment B outlines the community engagement process and summarizes the results of resident input. Approximately 57% of respondents were in favor of an ordinance amendment allowing up to four hen chickens on residential properties under five acres. One pot-bellied pig and small breed goats also received a 46% and

45% favorable rating. In addition, other animal types were requested with pigeons receiving the majority of the requests. The survey was not conducted using methodologies that provided results that are a representation of the entire community. An ordinance amendment allowing up to four hen chickens and one pot-bellied pig was drafted based on the survey results and resident requests. Currently, the keeping of small breed goats is not part of the proposed ordinance changes.

The proposed ordinance would allow for the keeping of up to four hen chickens on single family and duplex properties and is designed to address the concerns received through the online survey and during the community engagement discussions regarding concerns about appearance, location, noise, odor and safety. Staff is also proposing an ordinance amendment to allow one pot-bellied pig to be registered in the same manner as bees are currently allowed in ordinance.

Staff Recommendation:

Staff recommends approval of the Code amendments as presented.

Budgetary/Fiscal Issues:

Staff believes the proposed ordinance can be implemented without an impact to the budget. The number of registered pot-bellied pigs will likely be limited and can therefore be accommodated with current staff using a process similar to the bee registration process, but without the field inspection component. If the City Council wants to incorporate the Planning Commission's request to add a permit or registration process to the keeping of chickens, staff anticipates a need for additional staffing or reduced services in another area because of the popularity of chickens.

Primary Issues/Alternatives to Consider:

1. Approve the code amendments as presented.
2. Approve the code amendments with modifications.
3. Deny the code amendments keeping the existing regulations in place.

Attachment:

- 6.1A ORDINANCE
- 6.1B COMMUNITY ENGAGEMENT MEMO
- 6.1C ANIMAL FACT SHEETS
- 6.1D CITY COMPARISON CHART
- 6.1E PLANNING COMMISSION MEETING MINUTES, SEPTEMBER 11, 2019

ORDINANCE #2019-

ORDINANCE AMENDING CHAPTERS 92, 94, AND 152 OF CITY CODE PERTAINING TO
THE KEEPING OF CHICKENS AND POT-BELLIED PIGS

~~Text with strikeout is proposed for deletion~~
Underlined text is proposed for insertion

The City of Brooklyn Park does ordain

Section 1. The definition of “animal” in Section 92.01 of the Brooklyn Park City Code is amended as follows:

§ 92.01 DEFINITIONS.

ANIMAL. Cats, dogs, pot-bellied pigs, domestic animals and wild animals, and crossbreeds with wild animals not customarily maintained at all times in an enclosure cage within a dwelling.

Section 2. Chapter 92 of the Brooklyn Park City Code is amended by adding the following sections:

CHICKENS

§ 92.59 DEFINITIONS

CHICKEN. A domesticated bird (Gallus gallus domesticus) that serves as a meat or egg source.

CHICKEN COOP. A structure for the keeping or housing of chickens.

CHICKEN RUN. A fully enclosed and covered area attached to a coop where chickens can roam unsupervised.

HEN. A female chicken

ROOSTER. A male chicken

§ 92.60 Purpose

The purpose and intent of Sections 92.59-92.64 is to permit the keeping and maintenance of chickens in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety and welfare of the community. The keeping of other poultry/fowl is prohibited.

§ 92.61 Chickens Limited

- (A) A person may keep, harbor, or maintain care, custody, or control over no more than four (4) chickens on a single-family residential lot only in the following residential districts: R-1, R-2, R-2A, R-2B, R-3, R-3A and R-4. The keeping of chickens in any other zoning in the city is prohibited, except in the R-1 Urban Reserve District and the CD-Conservancy District where chickens are allowed to be kept at the rate of one animal unit per acre.

- (B) The keeping of roosters is prohibited.
- (C) The slaughtering of chickens is prohibited.
- (D) The sale of eggs is prohibited.
- (E) Private restrictions, such as neighborhood association by-laws and covenant restrictions remain enforceable by the association.

§ 92.62 Chicken Coops and Runs

- (A) All chickens must be contained with the following requirements:
 - (1) Chickens must be secured in a chicken coop from sunset to sunrise each day.
 - (2) Chickens are not allowed to free range unless the rear yard is completely fenced in and contains the animals.
 - (3) Coops and runs shall be maintained in a sanitary and humane condition.
 - (4) The coop and run area shall be well drained so there is no accumulation of moisture.
 - (5) The coop and run must be removed, and ground cover restored if the keeping of chickens is discontinued for more than 12 months.
 - (6) Location:
 - a. Chicken coops are not allowed to be located in any part of a home and/or garage. Chickens under the age of 6 weeks of age may be kept inside for brooding purposes.
 - b. Chicken coops must be located entirely within the rear yard. Lots with shoreline on the Mississippi River are permitted to maintain a coop and run in the front yard except within the first 100 feet of lot depth.
 - c. Chicken coops and runs must be located a minimum of ten (10) feet from the rear or side property lines.
 - d. Chicken coops and runs must be located a minimum of thirty (30) feet from adjacent residential dwellings.
 - e. Chicken coops and runs must be located a minimum of twenty-five (25) feet from a wetland or pond edge.
 - (7) Construction:

- a. Chicken coops and runs must be constructed to adequately keep chickens in and predators out. The coop shall be fully enclosed to prevent escape by chickens or entrance by migratory birds and rodents.
- b. Coops must be fully enclosed and wind proof with a well-ventilated roof.
- c. Coops must be constructed with architecturally appropriate building materials including exterior grade siding and either a metal, composite or shingle roof, or as an alternative, the coop shall be purchased from a commercial source that constructs structures specifically to be used as coops for chickens.
- d. Construction must comply with any applicable building and zoning requirements.
- e. Chicken coops and runs attached to the principal structure require building permits and approvals prior to construction.
- f. A coop shall not exceed 120 square feet in size and shall not exceed six (6) feet in height.
- g. The coop shall provide adequate protection from the elements and be able to be winterized.

§ 92.63 MAINTENANCE OF CHICKENS AND FACILITIES

- (1) No chickens may be kept or raised in a manner as to cause injury or annoyance to persons or other animals on other property in the vicinity by reason of noise, odor or filth.
- (2) All grain and food stored for the use of the chickens on the premises shall be kept in rodent and leak proof containers with tight-fitting covers.
- (3) Chickens shall be fed within the confines of the chicken run to prevent access from outside animals and migratory birds.
- (4) Chicken coops and runs shall be maintained in a clean and sanitary condition, and in good repair. Flies, rodents and objectionable odors shall be controlled.
- (5) Coops and runs shall be kept free of fecal matter and collected fecal material shall be properly stored and removed from the property at least once a week.
- (6) Stored fecal matter must be kept in a leak-proof container with a tight-fitting cover until removal from the property.
- (7) Feces, discarded feed and dead chickens shall not be composted.

§ 92.64 SPECIAL REMOVAL

- (A) The City reserves the right to require the removal of all chickens within the City limits if a pandemic regarding fowl and poultry is declared.
- (B) The City reserves the right to revoke the right to keep chickens if:
 - (1) The chickens become a nuisance, as evidenced by three violations of this chapter.
 - (2) The owner has been convicted of cruelty of animals under a code, ordinance or statute from this state, or from another state.

Section 3. Chapter 92 of the Brooklyn Park City Code is amended by adding the following sections:

POT-BELLIED PIGS

§ 92.70 DEFINITIONS

POT-BELLIED PIG. A small breed of domesticated pig (*Sus scrofa domesticus*) kept as a pet originating from countries in southeast Asia and having a straight tail and potbelly weighing under 200 pounds.

§ 92.71 Pot-Bellied Pigs Limited

(A) No person shall keep, harbor, maintain or allow to be kept any pot-bellied pig in the city without an approved registration.

(1) One pot-bellied pig is allowed per residential lot

(2) The application for registration must be upon a form provided by the city. All required information must be completed.

(B) Registrations issued under this section may be denied, revoked or non-renewed due to any of the following:

(1) The keeping of pot-bellied pigs in a manner that constitutes a nuisance to the health, safety or general welfare of the public;

(2) Fraud, misrepresentation, or a false statement contained in the registration application or during the course of the registered activity;

(3) Any violation of the applicable provisions in this chapter.

(C) The appeal and hearing procedures set forth in Section 92.58(B) and (C) apply to the registration of pot-bellied pigs.

Section 4. Section 152.243(B) of the Brooklyn Park City Code is amended to read:

Section 7. Section 94.04(B) of the Brooklyn Park City Code is amended to read:

94.04 LIMITATIONS ON KEEPING OF ANIMALS.

It is hereby declared to be a public nuisance to permit, maintain, or harbor any of the following:

(B) ~~Chickens and other domestic fowl~~ except up to four chickens as regulated by Chapter 92 of this code.

§ 152.243 ADDITIONAL REGULATIONS FOR PERMITTED USES.

(B) *Keeping domestic and farm animals, chickens, pot-bellied pigs, and beekeeping on residential properties.*

(1) Farm animals may be kept on parcels five acres or larger at the rate of one animal unit per acre.

(2) Boarding or breeding for commercial purposes may not be permitted in residential districts.

(3) The keeping of animals must be in conformance with all other sections of the City Code.

(4) Beekeeping is allowed in all residential districts in compliance with the applicable provisions of Chapter 92 of this code.

(5) The keeping of no more than four (4) chickens and no more than one (1) pot-bellied pig is allowed only in the following residential districts: R-1, R-2, R-2A, R-2B, R-3, R-3A and R-4.

(6) The keeping of no more than one (1) pot-bellied pig is allowed only in the following residential districts: R-1, R-2, R-2A, R-2B, R-3, R-3A and R-4.

Section 5. Section 152.263(B)(2) of the Brooklyn Park City Code is amended to read:

152.263 ACCESSORY STRUCTURES.

(B) Standards for accessory structures (except fences and walls).

(2) Any accessory structures sheltering or housing more than two animal units on a farm, hobby farm, or the like may not be less than 50 feet from all dwellings other than that of the owner. Chicken structures must be kept in accordance with the requirements of Chapter 92.

Section 6. Section 152.292(B)(1) of the Brooklyn Park City Code is amended to read:

152.292 USE SPECIFIC REQUIREMENTS.

(B) *Fences.*

(1) *Prohibited fence materials.* Electric, concertina or barbed wire, or chicken wire fences are prohibited. Chicken wire fences are allowed for use on chicken runs in accordance with the requirements of section 92.62.



Chickens, Pigs and Goats community engagement process summary

Background

At the March 4, 2019 City Council work session Environmental Health staff presented on the city's ordinances related to chickens, pot-bellied pigs and goats. The City Council gave the direction for staff to:

- Engage the community to ask if they are for or against this ordinance change
- Engage supporters, uninformed and misinformed community members
- Inform community with fact sheets
- Remind people that nuisance animals would still be treated as nuisances

Engagement Methods and Response

After a stakeholder and racial equity analysis, staff decided to use these engagement methods to inform and consult with the community:

- 1) Fact sheets for each animal type
- 2) Survey that was available online and in-person.

The fact sheets can be found here: <https://www.brooklynpark.org/residents/pets-and-animals/>

Survey questions

Are you in favor of the city allowing residents to have up to 4 chickens (hens only)?

Are you in favor of the city allowing residents to have 1 potbellied pig (requiring a license)?

Are you in favor of the city allowing residents to have 2 small breed goats (requiring a permit)?

Is there anything else you would like the City Council to know or consider about possibly changing the ordinances around these or other animals?

Events/Locations of in-person survey

Census meeting	April 23
BP Community Assembly (Homeowners Associations)	April 25
Sierra Leone Nurses Association Health Fair	April 26
Spring on the Farm	May 18
Tater Daze	June 14-15
Pop up tabling at Dragon Star	June 28
Block Captains event	May 10
Walk the Park	June 1
City Hall on the Go	June 27 – Hartkopf Park
City Hall on the Go	July 25 – Oak Grove Park
City Hall on the Go	August 15 – Norwood Park
City Hall lobby	June

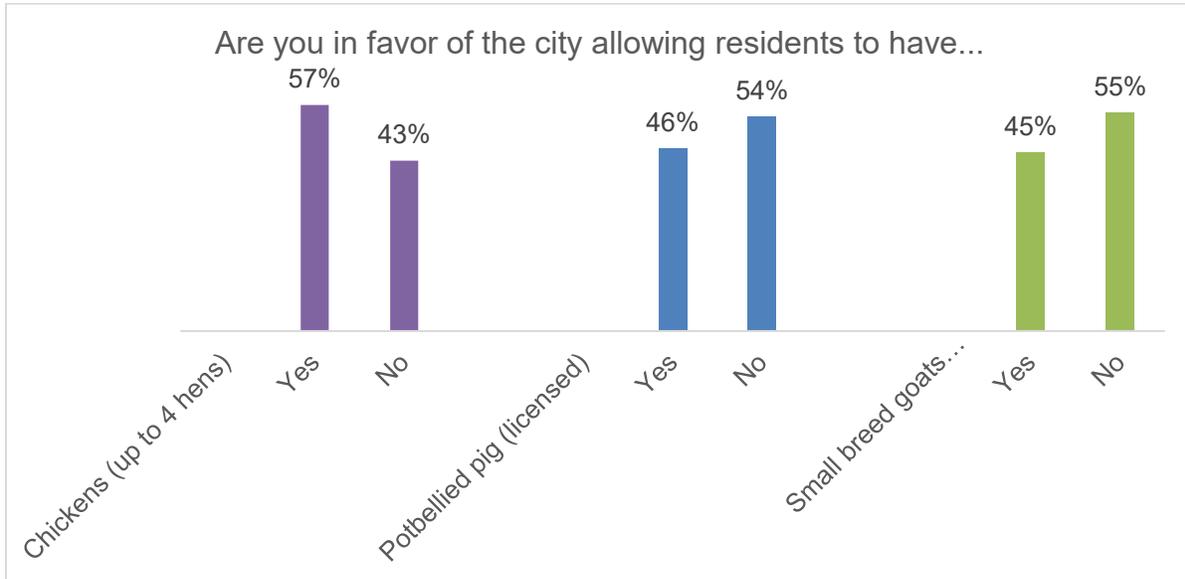
Online survey respondents: 1893
In-person survey respondents: 353

2246 total respondents

Approximately **16% of the surveys were done in person.**

Survey Results

Here are the combined responses from the survey (both online and in-person)*:



We also asked an open-ended question about whether there was anything else the City Council should know about possibly changing the ordinances around these or other animals.

*This was not a statistically significant survey as it was not a random representative sample. Residents opted in to take it so the results only show those residents' opinions.

Comments in favor: Of the 1099 responses, 14% were positive. People were in favor of ordinance changes and cited things like wanting eggs from chickens, goats and pigs as great pets, and other neighboring cities already allowing these animals.

Some residents expressed interest in allowing animals beyond those we surveyed on. Note: bees are already allowed in the city.

Pigeons	17
Bees	9
Mini horses	3
Rabbits	3
Teacup pigs	1
Sheep	1
Quails	1
Llamas/alpacas	1

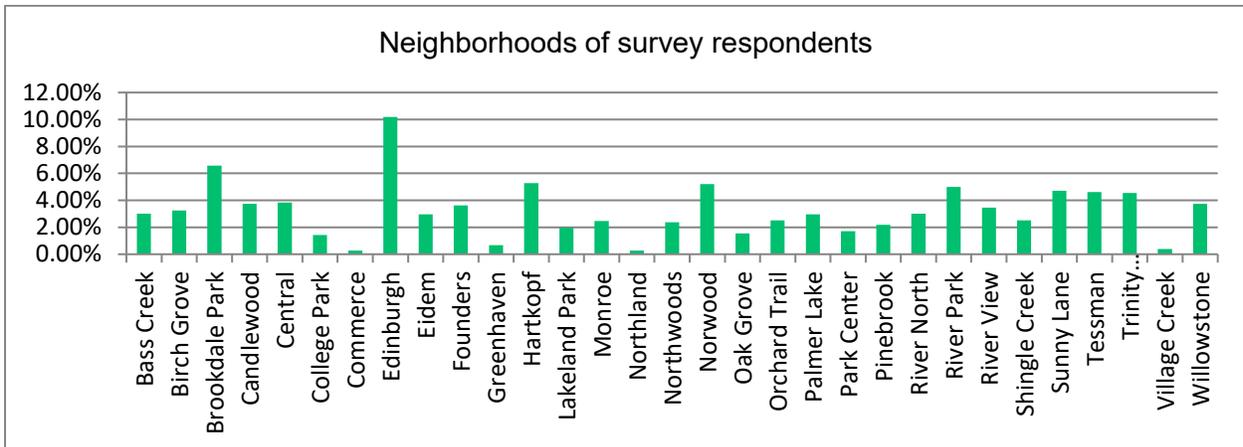
Lion	1
Goose/ducks	1

Comments in opposition: 25% of the comments were in opposition to an ordinance change. Some of the reasons were that they did not think these animals were appropriate in suburban yards, concern for smell and noise, fear that neighbors would not follow the ordinances, and concern for neighborhood safety.

Comments about requirements: There were a number of suggestions for administration of the ordinance if it should pass. These included requirements for protecting the animals from foxes and coyotes, a courtesy note that animal owners could share with their neighbors, keeping license fees reasonable, annual check-ins with city staff, 1-2 year trial period, and a short renewal date for licensees who are out of compliance with city ordinances.

Neighborhoods of online survey respondents

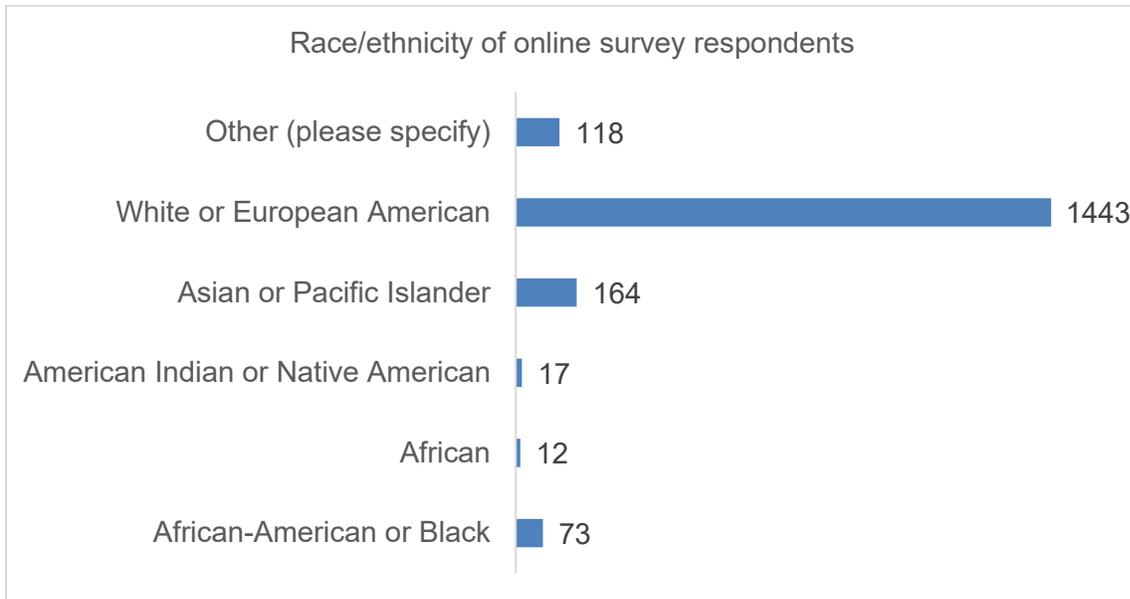
For the online survey, we asked which neighborhoods the respondents lived in and the Edinburgh neighborhood accounted for over 10% of responses. Note: Homeowners associations can make their own rules regarding animals.



Race/ethnicity of online survey respondents

We did not ask about race and ethnicity for the in-person surveys, but 78% of the online survey respondents identified as white or European American. Therefore, white residents were over-represented since 46% of our residents identify that way. Anecdotally we know that many of the in-person respondents were people of color, which is why we chose to do engagement that way.

We asked about Hispanic/Latinx separately as it is an ethnicity, not a race. Only 1.6% of online respondents identified as Hispanic or Latinx, which is less than the approximately 6% of our population.



How community feedback will be used:

This community engagement summary will be shared with the Planning Commission and the City Council to inform their decisions on possibly changing the city’s animal-related ordinances.

Questions about the community engagement process?

We are always looking to improve our community engagement processes and include more voices in the conversation.

Please feel free to contact Josie Shardlow, Community Engagement Manager

Josie.shardlow@brooklynpark.org or 763-493-8388

Potbellied Pigs



The City of Brooklyn Park is exploring a code change to allow potbellied pigs and other animal types at residential properties.



Note: Not every household will want to own a potbellied pig.

Did you know?

Pigs are currently allowed in Brooklyn Park if you have a property larger than 5 acres.

Did you know?

2019 is the Year of the Pig on the Chinese Zodiac.

Under the proposed change

- Only 1 potbellied pig would be allowed per household.
- Potbellied pigs would be required to be licensed, just like dogs.
- They must be spayed or neutered.
- Potbellied pigs require daily care.
- Pens and shelters must be kept clean and manure properly disposed of.

Things to Know

- Training a potbellied pig is like training a puppy.
- They can be trained to use a litter box.
- They look different than a "regular" pig. Potbellied pigs have longer snouts, straighter tails, and more upright ears (and a potbelly).
- Potbellied pigs need their vaccinations like any other pet.
- A potbelly pig can live to be 20 years old.
- Hoof trimming is needed 1-2 times per year. Tusk trimming also may be required.
- Potbellied pigs are considered full grown at about 3 years old and can weigh anywhere from 90-200 pounds. In comparison, farm pigs can be over 600 pounds.
- They need regular exercise just like people.

Contact: Michelle.Peterson@brooklynpark.org (763-493-8116)

This information is intended only as a general guide. Other codes and ordinances may apply. You can reference the city ordinances on the city's website: www.brooklynpark.org

Backyard Chickens



The City of Brooklyn Park is exploring a code change to allow chickens and other animal types at residential properties.



Note: Not every household will want to own chickens.

Did you know?

Chickens are currently allowed in Brooklyn Park if you have a property larger than 5 acres.

Did you know?

In the early 20th century, the U.S. Department of Agriculture recommended raising chickens in even the smallest of backyards.

Under the proposed change

- The ordinance would limit the number of chickens allowed.
- Only hens would be allowed. No roosters.
- Chickens do make noise. Hens cluck and cackle to each other.
- Good predator proof fencing is a must along with a well-constructed coop.
- Chickens require daily care and coops must be kept clean and manure properly disposed of.
- Slaughtering will not be allowed.
- The sale of eggs will not be allowed.

Things to Know

- Raising chickens in urban and suburban areas is not a new idea.
- A number of cities surrounding Brooklyn Park currently allow chickens.
- A single hen can produce 250-300 eggs per year.
- Chickens can live up to 5-10 years.
- Having chickens does not pose a health risk. It all depends on the care and maintenance of the animals and their habitat.
- Hens do not need a rooster to lay eggs.
- Chickens are omnivores which means they eat seeds and insects, but have also been known to eat mice.

Contact: Michelle.Peterson@brooklynpark.org (763-493-8116)

This information is intended only as a general guide. Other codes and ordinances may apply. You can reference the city ordinances on the city's website: www.brooklynpark.org

Backyard Goats



The City of Brooklyn Park is exploring a code change to allow goats and other animal types at residential properties.



Note: Not every household will want to own goats.

Did you know?

Goats are currently allowed in Brooklyn Park if you have a property larger than 5 acres.

Did you know?

Goats love to eat buckthorn and can be used to clear land without the use of chemicals.

Under the proposed change

- The ordinance would limit the breed of goat to small goats such as the Nigerian Dwarf, pygmy, pygora, or Kinder.
- Bucks will not be allowed, and goats must be de-horned.
- The number of goats allowed would be limited to 2.
- Goats do make noise – the noise is called a bleat. They bleat to communicate with other goats or their owners.
- Good fencing is a must and goats need a shelter.
- Goats require daily care and pens and shelters must be kept clean and manure properly disposed of.
- Slaughtering will not be allowed.
- The sale of milk will not be allowed.

Things to Know

- Goats come in all sizes.
- Goats are herd animals.
- Goats are social animals who need the company of at least one other goat, but also get along with other animals.
- Goats can live to 12-14 years or longer.
- Goats are ruminants (multi-stomached animals) and rely mainly on hay or pasture for their dietary needs.
- Goats are browsers not grazers – they will choose to eat the shrubs and trees before eating the grass.
- Goats do need yearly vaccinations and deworming. They need hoof trims every 6-8 weeks.

Contact: Michelle.Peterson@brooklynpark.org (763-493-8116)

This information is intended only as a general guide. Other codes and ordinances may apply. You can reference the city ordinances on the city's website: www.brooklynpark.org

City	Chickens	Pigs	Goats	Notes
Brooklyn Park	*yes	*yes	*yes	*Chickens, pigs & goats are currently defined as farm animals. Farm animals are currently allowed, but only on parcels 5 acres or larger.
Brooklyn Center	yes	no	no	Recently passed ordinance allowing chickens in fall 2018. 6 hens allowed.
Champlin	*yes	*yes	*yes	Farm animals allowed on parcels zoned for agriculture
Coon Rapids	yes	no	no	Max 4 hens per household. Chickens need written consent from landlord if a rental or HOA if applicable
Crystal	yes	yes	no	Pot-bellied pigs (1 allowed) and chickens (4 max) can only be in single family detached homes. Must be for the owners personal enjoyment (not being raised for slaughter). Must follow licensing procedure for dogs/cats for a pig
Edina	yes	no	no	Max 4 hens per household
Fridley	yes	*yes	*yes	Maximum 6 hens per property and must submit site plan and annual license required. The run and coop have to follow normal building/planning codes. Must provide at least 1 acre of open, unused land for goats or pigs
Maple Grove	*yes	*yes	*yes	All allowed on parcels zoned for agriculture & R-1 with a head unit system. Goats and pigs must be on at least 1.5 acres of land. Chickens require at least 1 acre of land.
Minneapolis	yes	no	no	Different tiers of license based on zoning and parcel size. Three tiers of licensing with lowest allowing 6 hens. Must have license for chickens. Citizen group working to get backyard goats allowed.
Minnetonka	yes	*yes	*yes	Small farm animal (<100 pounds) can have 5 per .5 acre. Large farm animal (>100 pounds) can have 1 per acre. Land must be open and usable for pasture. Chickens allowed at a rate of 1 per 1/10 an acre.
New Hope	yes	yes	no	Pot-bellied pig (1 max) and chickens (3 max) only in single family detached homes. Follows licensing for dogs/cats
St. Paul	yes	yes	yes	Must submit site plan for review and approval. Animal control does a yearly inspection on all registered "other" animals to make sure initially agreed upon site plan, feeding, housing, and waste removal is still taking place.

* Zoning/lot size restrictions

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – September 11, 2019
Unapproved Minutes

1. CALL TO ORDER

The meeting was called to order at 7:00 PM.

2. ROLL CALL/PLEDGE OF ALLEGIANCE

Those present were: Commissioners Hanson, Herbers, Husain, Kiekow, Mersereau, Mohamed, Morton-Spears, Vosberg; Council Liaison West-Hafner; Senior City Planner Larson; Planning Director Sherman; Planning Program Assistant Davis; Neighborhood Preservation Specialist Peterson; Environmental Health Manager Newby.

Those not present were: Commissioner Kisch.

6. PUBLIC HEARING

E. “Chickens & Pigs” (City of Brooklyn Park) – Review of Ordinance to Amend Chapter 152 to allow the keeping of chickens and pot-bellied pigs.

Neighborhood Health Supervisor Peterson introduced the request to review the animal ordinance to allow chickens and pot-bellied pigs with certain restrictions. She discussed neighborhood engagement and compared Brooklyn Park’s ordinance to nearby cities.

Commissioner Chair Hanson opened the public hearing.

Rebecca Buckley, 3501 Daylily Ave N, stated that the pot-bellied pig is hers and she made the request. She discussed how smart pigs are and what a great pet they are.

Seeing no one else approach the podium, Commissioner Chair Hanson closed the public hearing.

Commissioner Chair Hanson explained she wants something similar to the beekeeping process which requires education, inspection, permit process, and neighbors are notified. She has concerns there is not enough Code Enforcement staff for this to be realistic. She asked where licensing of chickens would be addressed.

Neighborhood Health Supervisor Peterson explained licensing requirements will be addressed in Chapter 92, which is not part of the zoning code.

Commissioner Chair Hanson asked for a friendly amendment to add registration before it goes to Council.

Commissioner Mersereau acknowledged that goats were discussed but are not included in the ordinance change. She agreed with Commissioner Chair Hanson that there should be a licensing component.

Environmental Health staff explained there was not enough public support.

Commissioner Vosberg agreed with the necessity for permitting and licensing of chickens.

Commissioner Kiekow was curious why only hens were allowed. He asked what will happen if there are too many.

Neighborhood Health Supervisor Peterson explained staff will follow the complaint procedure. The language in the ordinance allows three violations.

Commissioner Kiekow asked who would get rid of the chickens.

Neighborhood Health Supervisor Peterson explained this would be coordinated with the Police Department.

Commissioner Mohamed supports having all animal types. He thought registration for hens is unnecessary and prohibitive. He pointed out that some people are keeping hens already.

Commissioner Husain believes registration online would be best.

MOTION MERSEREAU, SECOND HUSAIN TO RECOMMEND APPROVAL OF ORDINANCE #2019-___ AMENDING SECTIONS 152.243, 152.263 AND 152.292 OF CITY CODE PERTAINING TO THE KEEPING OF CHICKENS AND POT-BELLIED PIGS WITH A FRIENDLY AMENDMENT TO REQUIRE A REGISTRATION PROCESS FOR CHICKENS.

MOTION CARRIED 7-1. COMMISSIONER KIEKOW VOTED NAY.

City of Brooklyn Park Request for Council Action

Agenda Item:	6.2	Meeting Date:	September 23, 2019
Agenda Section:	Land Use Actions	Originating Department:	Community Development
Resolution:	X	Prepared By:	Natalie Davis, Program Assistant
Ordinance:	N/A		
Attachments:	6	Presented By:	Cindy Sherman, Planning Director
Item:	Green Haven 2 nd Addition (Plateau Properties LLC) – Plat #19-117 to Subdivide Existing Residential Lot into Two Lots at 7900 Mount Curve Boulevard North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING PRELIMINARY PLAT #19-117 AT 7900 MOUNT CURVE BOULEVARD NORTH CREATING TWO SINGLE-FAMILY PARCELS.

Planning Commission Recommendation:

At its meeting on September 11, 2019, the Planning Commission unanimously (8-0) recommended approval of the preliminary plan subject to the conditions listed in the attached resolution.

Overview:

Plateau Properties LLC, the current property owner, requests a lot division of an oversized property at 7900 Mount Curve Boulevard. Each lot individually will meet the area and dimension requirements of the R3 Single-Family Zoning District. There is an existing residence located on the proposed western parcel (Lot 1). The subdivision will not affect the setbacks of this house. The new lot will be long and narrow, and the dimensions of the lot will allow for a ranch style house to be built and meet all setback requirements. Both lots will front on to Mount Curve Boulevard North. The intent of the subdivision is to create a lot to construct a group home, which is a permitted use in the R-3 zoning district and not subject to City Council approval.

Budgetary/Fiscal Issues:

Park dedication will be collected on the lot created for new construction in the amount of \$4,600 in accordance with City Code.

Alternatives to consider:

1. Approve the waiver of platting as presented.
2. Approve the waiver of platting with modifications.
3. Deny the waiver of platting based on certain findings.

Attachments:

- 6.2A RESOLUTION
- 6.2B LOCATION MAP
- 6.2C PLANNING AND ZONING INFORMATION AND PHOTOS
- 6.2D LETTERS FROM NEIGHBORS
- 6.2E PLANNING COMMISSION MINUTES
- 6.2F PLANS

RESOLUTION #2019-

RESOLUTION APPROVING PRELIMINARY PLAT #19-117 AT
7900 MOUNT CURVE BOULEVARD NORTH CREATING TWO SINGLE-FAMILY PARCELS

Planning Commission File #19-117

WHEREAS, the plat of "Green Haven 2nd Addition" 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; and

WHEREAS, the granting of this plat will not be detrimental to the public welfare nor injurious to the other property in the neighborhood; and

WHEREAS, the granting of this plat will not have an adverse effect upon traffic and traffic safety or pedestrians and pedestrian safety; and

WHEREAS, the proposed subdivision is consistent with the other parcels in the neighborhood.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Preliminary Plat Request #19-117 "Green Haven 2nd Addition" shall be approved subject to the following conditions:

1.0 DRAWINGS

- 1.01 Preliminary plans on file in the City Clerk's office dated 05-21-2019 for two lots upon compliance with the following requirements:

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

- 2.01 A cash bond in the amount of \$10,000.00 and a developer's escrow in the amount of \$2,000.00 are required. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City and other conditions listed within this resolution. If the account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.
- 2.02 Payment of any special assessments on the property.

3.00 REQUIRED DOCUMENTS

- 3.01 Approval of Title by the City Attorney.
- 3.02 A final plat showing the correct square footage for each lot area must be submitted prior to recording of the final plat.

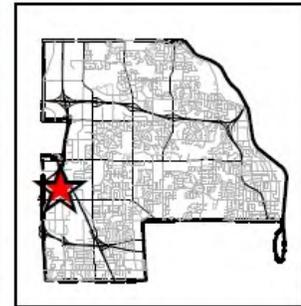
4.00 GENERAL CONDITIONS

- 4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.

**Plat #19-117 Green Haven 2nd Addition
7900 Mt. Curve Blvd. N.**



Spring 2018 Air Photo.



Map Date August 21, 2019

Land Use Plan	Low Density Residential
Current Zoning	Detached Single-Family Residential District (R3)
Surrounding Zoning	North and West – Detached Single-Family Residential District (R3) East – Conservancy District (CD) <i>Greenhaven Park</i> South – Public Institution District (PI)
Neighborhood	Greenhaven
Existing Lot Area	54,143 ft ²
Proposed Lot 1	19,679 ft ²
Proposed Lot 2	34,464 ft ²
Conforms to:	
Land Use Plan – Yes	
Zoning Code – Yes	
Variances Needed – None	
Notification	Proposed Development Sign 25 Mailed Notices

Utilities:

There are existing utilities available under Mount Curve Boulevard North. Services will need to be installed for Lot 2 at the expense of the applicant.

Photo 1. The wooded area of proposed lot 2 with the existing home in the background (08-29-2019).



Natalie Davis
Brooklyn Park Planning Commission
Re: Case # 19-117
Project Name: Green Haven 2nd Addition

My name is Tammy Hochstaetter
My Address is 7925 Mount Curve Blvd
Brooklyn Park, MN 55445
[REDACTED]

I am writing in regards to the plan to split 7900 Mount Curve Blvd N into two lots.

Our neighborhood has had several issues with the facility at 7900 Mount Curve Blvd N. They built a facility that has several employees and visitors and no parking lot. There are always many cars parked in the street at any given time. It is located at an entrance to a public park, and on a part of the road that has curves which is very dangerous to families walking with their children to use the park, or walking their dogs or just want to go for a walk(as many of us do). In the winter the vehicles in the street do not get moved, so the snow plow has to plow around them. Snow just keeps piling up and the road gets very narrow around the facility.

On trash day, rather than having a dumpster they have about 10 garbage containers in the street to be emptied. When it is windy, the trash containers are laying down in the street.

The patients are taken up and down the street in their wheel chairs. There is no sidewalks and coming around the curves it is very dangerous for them and for drivers.

Our neighborhood has always been quiet and peaceful with wildlife, and that is what we wanted it to stay as. That is why we moved into this neighborhood, and would like it to stay as such.

I am not at all interested in having anything else built on that land until the issues with the first property get addressed.

Thank you,
Tammy Hochstaetter

September 11, 2019

Natalie Davis
City of Brooklyn Park

Dear Natalie:

As per your request and our conversation I am writing this letter to express my feeling as a resident of the Green Haven/ Mount Curve Blvd Neighborhood. There is a proposed land development in the end of the neighborhood by the green haven park. As of right now there is a Group home on the corner lot of Mount Curve and right next door is where the purposed subdivision and the building of another group home is purposed to be built. As a long time, resident of this neighborhood I am opposed to this because of the positioning of this building. The previous house that was put in there already causes us a lot of problems with the workers putting their cars in the street and they are positioned between 2 blind corners and if you must add emergency vehicles this becomes very dangerous. If they are wanting to build another group home in this location, they need to make sure that they have a private lot between them to ensure the safety of us as the residents. I am very concerned and would like to make sure that the voices of the neighborhood are heard.

Thank you for your time.

Brenda Lutzke
8800 Green Haven Drive
Brooklyn Park, MN. 55445



UNAPPROVED MINUTES
MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – September 11, 2019

1. CALL TO ORDER

The meeting was called to order at 7:00 PM.

2. ROLL CALL/PLEDGE OF ALLEGIANCE

Those present were: Commissioners Hanson, Herbers, Husain, Kiekow, Mersereau, Mohamed, Morton-Spears, Vosberg; Council Liaison West-Hafner; Senior City Planner Larson; Planning Director Sherman; Planning Program Assistant Davis; Neighborhood Preservation Specialist Peterson; Inspections and Environmental Health Manager Newby.

Those not present were: Commissioner Kisch.

3. EXPLANATION BY CHAIR

4. APPROVAL OF AGENDA

Commissioner Mersereau requested a moment of silence in remembrance of September 11 be added before the Consent Agenda.

Commissioner Chair Hanson noted that item 6A should be removed from the public hearing.

MOTION HANSON, SECOND MOHAMED TO APPROVE THE SEPTEMBER 11, 2019 AGENDA WITH NOTED CHANGES.

MOTION CARRIED UNANIMOUSLY.

5. CONSENT AGENDA

A. Minutes – August 14, 2019

MOTION VOSBERG, SECOND HERBERS TO APPROVE THE CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY.

6. PUBLIC HEARING

B. “Green Haven 2nd Addition” (Plateau Properties LLC) – Plat #19-117 to subdivide an existing residential lot into two lots at 7900 Mount Curve Blvd. N.

Planning Program Assistant Davis introduced the subdivision requested by Plateau Properties that will result in two lots at 7900 Mount Curve Blvd N. Both lots will meet all the zoning requirements for R-3 (Detached Single-Family Residential District). The setbacks for the existing house will not be impacted,

and a ranch-style home will fit the long and narrow dimensions of proposed lot 2. Utilities are available under Mount Curve Blvd N, and would just need to be installed for lot 2. Staff recommends approval.

Kim Santomango, representative of Plateau Properties (the applicant), provided an overview of the philosophy and mission of Plateau Properties, also known as Plateau Healthcare, owned by Faisale and Alicia Boukari. Plateau Healthcare takes medically complex patients and takes care of them in a home environment providing an opportunity for those who can't live independently to live their best life. She stated the additional lot is anticipated for an additional group home. She touched on neighborhood concerns brought up prior to the meeting, including parking, snow removal, and garbage. She stressed the applicant is more than willing to work and communicate with the neighborhood as well as increase oversight and education of staff to make sure staff is parking in the driveway and the 6 trash and recycling bins are better attended to on trash days.

Stacey Reuland is the daughter of a patient living at 7900 Mount Curve Blvd. She explained how living at Plateau Healthcare's group home has increased the quality of life for her mother living with ALS and in need of 24-hour care. She empathized with the increased traffic and parking in the neighborhood, and asked neighbors to keep in mind that it is visiting families in addition to staff taking care of the medical needs. She wished there were more homes of this standard out in the community, and was nothing but appreciative of Plateau Healthcare.

Kim Santomango ended the presentation by stating they will be happy to address any questions.

Commissioner Chair Hanson opened the public hearing.

Commissioner Chair Hanson reminded the public that the action in front of the Planning Commission is to evaluate a lot subdivision, not to evaluate the placement of a group home in the neighborhood.

Planning Director Sherman clarified that group homes are protected by Minnesota State Law which requires they be treated as a single-family home. Brooklyn Park does not have a means to prevent group homes in residential districts.

Rich Johnson, 7909 Mount Curve Blvd N, raised concerns that the lot division would increase safety risks with increased traffic and parking from an additional lot and group home. He stated these concerns have been brought up to Faisale and Alicia without correction. He provided pictures of trash cans placed in the streets instead of the yard or driveway. He said cars are frequently parked on both sides of the streets without any parked in the driveway. He added that on garbage day items such as nitrile gloves can end up in the street after trash pickup. He said that the lots created by the subdivision would not be similar to other lots in the neighborhood as most of them are around an acre in size, only a few are smaller than an acre. He said in addition to snow from the driveway being placed in the yard, last winter it was placed on the south side of Mount Curve Blvd. He explained he has no business with the presence of the group home but asked the Planning Commission to ask the applicant to solve these issues before proceeding.

Leroy Lutzke, 8800 Green Haven Blvd, said this past week he drove by the property and there were 8 cars in the driveway, but he usually sees these vehicles in the street. He was opposed to another driveway being located on the short length of street with curves on both ends. He expressed concerns getting his truck and trailer through the area, and he prefers driving past this house to avoid shifting. He reiterated concerns with the amount of garbage cans. He asked if the applicant could get a dumpster. He asked where the water would run from a roof of a new house. He doesn't think it is good to take away the parking spots on the road to accommodate another driveway so close to the existing

driveway. He added that ambulances can't get through when cars are parked on both sides of the street. He heard from neighbors that snow plows go around cars if they are parked on the street. He noted his family members had negative experiences in group homes.

Patricia Hanson, 8000 Mount Curve Blvd, reiterated concerns with the traffic and parking. She added that as a walker there are safety concerns with the number of vehicles parked on both sides of the street on a S-curve design. She added that traffic often includes medical delivery trucks, Metro Mobility, and ambulances. She explained a parking lot would take care of the neighborhood objections. She stated the current home is not abiding by the garbage can ordinance requiring the cans to be placed either on the driveway or in the yard.

Rita Arel, 7901 Mount Curve Blvd, agreed with the concerns of her neighbors. She stated she hasn't met Faisale or Alicia, but she would like to get their number for future concerns. She added that her driveway is used by vehicles from the group home to turn around causing it to prematurely degrade. When she asks people to stop, they go to a neighboring driveway. She has seen people park in front of the driveway, the mailbox, and the fire hydrant. She said snowplows can't properly clear snow in the winter with the garbage cans and parking reducing the roadway to one lane.

Wayne Giese, 7908 Mount Curve Blvd, voiced concerns that the group home was supposed to be for ALS residents, and now it is opening up to limited mobility residents. He stressed it is a residential community, and he doesn't understand how a for-profit business can be located and expand in the neighborhood.

Darwyn Hanson, 8000 Mount Curve Blvd, doesn't believe this property qualifies as a group home. He believes this to be a commercial nursing care facility that doesn't belong in a residential district. He reiterated concerns about traffic, and concerns about emergency vehicles blocking the street. He stated a service entrance is needed to minimize the impact on the street.

Teresa Ward, 8180 Mount Curve Blvd, reiterated concerns about parking and traffic as a walker since there are no sidewalks.

John Ward agrees with neighborhood concerns and reiterated questions about how a commercial operation can be located in a residential neighborhood. He asked if every residential neighborhood is approved for group homes or just R3 zoning. He asked the capacity for cars in standard driveways. He asked how many unrelated people can live in a standard single-family home. He said these questions should be answered before another group home is placed in the neighborhood. He believes it is inappropriate for a healthcare business to be located in single-family neighborhoods, and he asked if all residential neighborhoods in Brooklyn Park are created equal. He expressed concerns with hazardous medical waste ending up in the street and yards.

Seeing no one approach the podium, Commissioner Chair Hanson closed the public hearing.

Planning Director Sherman explained there are up to 14 residential districts in Brooklyn Park's zoning code. She stated group homes are allowed to serve up to 6 people. She said there are over 200 group homes in the community in every neighborhood. She explained group homes can be for a number of things including sober homes, half-way homes, and medical care. She reiterated that group homes are protected by state law. The city can only regulate the number of occupants as well as require either a rental or boarding license when the home is not owner occupied. She added in addition to legislation from the 1980s to deinstitutionalize patients, there has been a state moratorium preventing new nursing home beds for years. In other words, when a new nursing home is built, they could only replace the

number of beds from other nursing homes closing. She agreed it is not a typical residential operation, but stressed people are living in these homes.

Commissioner Chair Hanson suggested the applicant is connected with Code Enforcement staff. She explained to residents to call Code Enforcement or 911 with concerns as they come up, so that the city is alerted to issues that need to be addressed.

Planning Director Sherman offered to work with the applicant to build a small parking area to provide adequate off-street parking and areas for ambulances so the street is not blocked. She said they could also address the trash issue.

Commissioner Chair Hanson if the applicant would come back for a Site Plan Review and next steps.

Planning Director Sherman said the next step is a Final Plat. After that, they will apply for a building permit like any other home. She explained Planning staff does work with the Building division which will create an opportunity to work with the applicant, but this will not be reviewed by City Council.

Kim Santomango wanted to make sure she had the name of one of the speakers to connect her with Faisale.

Commissioner Chair Hanson suggested they connect in the lobby after deliberation of the item is complete.

Kim Santomango requested an open dialogue for neighbors to let Faisale know of any concerns as they come up. She admitted they were not aware of the garbage can ordinance, but they will make that change starting immediately.

Commissioner Mohamed thanked the neighborhood for voicing concerns, so that livability can be addressed. He saw this as an opportunity for feedback, and city staff to help address parking and garbage concerns. He explained the requested plat fits the written ordinance.

MOTION MOHAMED, SECOND HUSAIN TO RECOMMEND APPROVAL OF PRELIMINARY PLAT #19-117 AT 7900 MOUNT CURVE BOULEVARD NORTH CREATING TWO SINGLE-FAMILY PARCELS, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

Commissioner Mersereau thanked the neighborhood. She concurs with the suggestions of Commissioner Chair Hanson and encouraged the lines of communication be kept open. She said in addition to the Neighborhood App, a closed Facebook group may be helpful to keep dialogue open. She added that if the neighbors aren't getting anywhere with the business owners and staff, they can contact Code Enforcement and Police.

Commissioner Herbers agreed with the statements of Commissioner Mohamed. He asked city staff to work with the applicant at the time of the building permit to ensure adequate parking and potentially a sidewalk to minimize safety risks.

Commissioner Vosberg also agreed. She wanted the record to say that the Planning Commission is recommending for parking to be reviewed. She asked Code Enforcement to enforce the garbage ordinance rules. She wants the record to show a necessity for due diligence with medical waste.

Commissioner Chair Hanson asked the applicant to consider putting in a cement pad for the garbage

bins at the next property that allows for snow removal in the winter to the bins don't end up in the street. She also suggested the use of a dumpster instead of numerous bins.

Commissioner Mersereau asked if there is a limitation of occupancy for single-family homes.

Planning Director Sherman stated occupancy is not restricted in homes when adults are related. If adults are unrelated, the maximum occupancy is 4 adults.

Commissioner Mersereau pointed out there could be 10 vehicles could be outside of a home whether it be a group home or a single-family home. She believes parking would be an issue regardless, especially with the S-curve design. She wondered if the City would contemplate limited parking on the street.

Planning Director Sherman said staff would follow up with Engineering about possibility posting a 'No Parking' sign on one side of the street, and it would need to be approved by City Council.

Commissioner Chair Hanson recommended the neighborhood to reach out to their City Council member to discuss their parking concerns further. She also pointed out that Council Member West-Hafner is available at the meeting.

MOTION CARRIED UNANIMOUSLY.

Planning Director Sherman encouraged community members to sign up for the Community Engagement list to receive communications from the City such as applications and other events going on within the City. She said this would also be helpful to communicate updates on this particular project.

PRELIMINARY PLAT
GREEN HAVEN 2ND ADDITION
 CITY OF BROOKLYN PARK, HENNEPIN COUNTY

Legal Descriptions

EXISTING LEGAL DESCRIPTION:

Lot 19, Block 1, GREENHAVEN, Hennepin County, Minnesota.

Zoning & Development Information

ZONING CLASSIFICATION AND STANDARDS:

Current and Proposed Zoning - R-3, Detached Single Family Residential

Setback Requirements per Zoning Ordinance:

- Main Structure Only
 - Front - 30 feet
 - Interior Side - 10 feet House and 5 feet for accessory structure (garage)
 - Corner Side Street - 20 feet (house and garage)
 - Rear - 30 feet
- (refer to City Code for more specifics)

Minimum Lot Requirements:

- Lot Area - 10,800 sq.ft
- Lot Width - 80 feet
- Lot Depth - not listed
- Building Height - 3 stories or 40 feet.

The lowest floor elevation must be at least 3 feet above 100 Year Flood Elevation of 874.0 feet, also subject to results of soils tests.

Maximum Building Area = 25% of Lot area.

PROPOSED LOT INFORMATION

Proposed Number of Lots = 2
 Area of Lot 1, Block 1 = 19679 sq.ft
 Area of Lot 2, Block 1 = 34464 sq.ft

MISCELLANEOUS NOTES

- MN 1** Property Address: 7900 Mount Curve Blvd. N, Brooklyn Park, MN
 PID No. 19-119-21-31-0035
- MN 2** Title commitment showing Legal description and easements of record not provided.
- MN 3** Total Area of Parcel = 54143 sq.ft
- MN 4** Portions of Property (building area) is in Flood Zone "X" (area of minimal flooding) and other portions (east side of lot) are in Flood Zone "AE" (area prone to flooding) per FEMA panel map number 27053C0182F, dated November 4, 2016. 100 Year Flood Elevation = 874.0 feet 1929 NGVD
- MN 5** Benchmark: Top nut of hydrant located on south side of Mount Curve Blvd. as shown hereon.
 Elevation = 883.58 feet 1929 NGVD

Legend of Symbols & Abbreviations

LEGEND

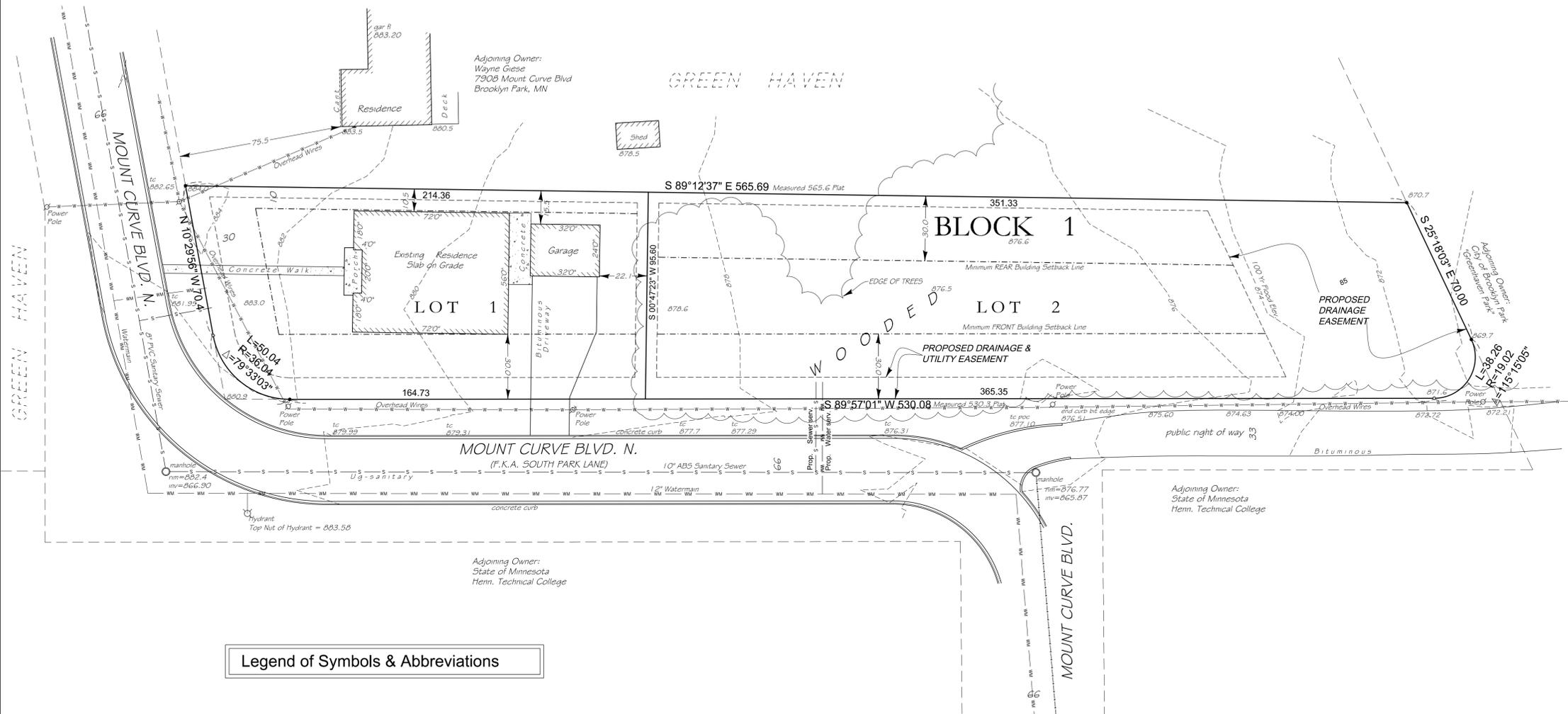
- ⊗ Steel Post
- Denotes Iron Monument Set
- Denotes Iron Monument Found
- ⊛ Light
- ⊕ Hydrant
- ⊙ Power Pole
- ⊖ Catch Basins
- Manhole
- X—X— Fence
- W—W— Overhead Wires
- S—S— Sanitary Sewer
- ST—ST— Storm Sewer
- WM—WM— Watermain
- GAS— Gas Main
- Easement Line
- ▬ Building Line

x000.0 Denotes Existing Elevation
 --- Denotes Existing Contour

basis of bearings is assumed

SCALE IN FEET
 0 30 60 90

Property located in Section 19, Township 119, Range 21,
 Hennepin County, Minnesota.



Owner and Developer:
 Plateau Properties, LLC
 8848 Zealand Avenue N.
 Brooklyn Center, MN 55429

Prepared By:
 Demarc Inc.
 Land Surveying & Engineering
 7601 73rd Avenue N.
 Brooklyn Park, MN 55428
 phone 763-560-3093
 fax 763-560-3522
 gregprasch@demarcinc.com

Certification

The only easements shown are from plats of record or information provided by client.

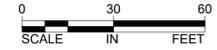
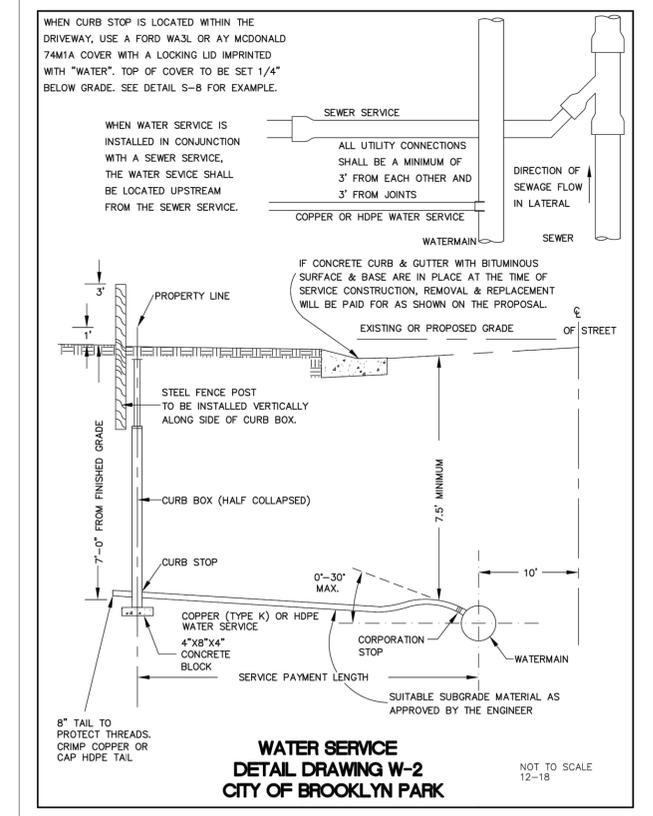
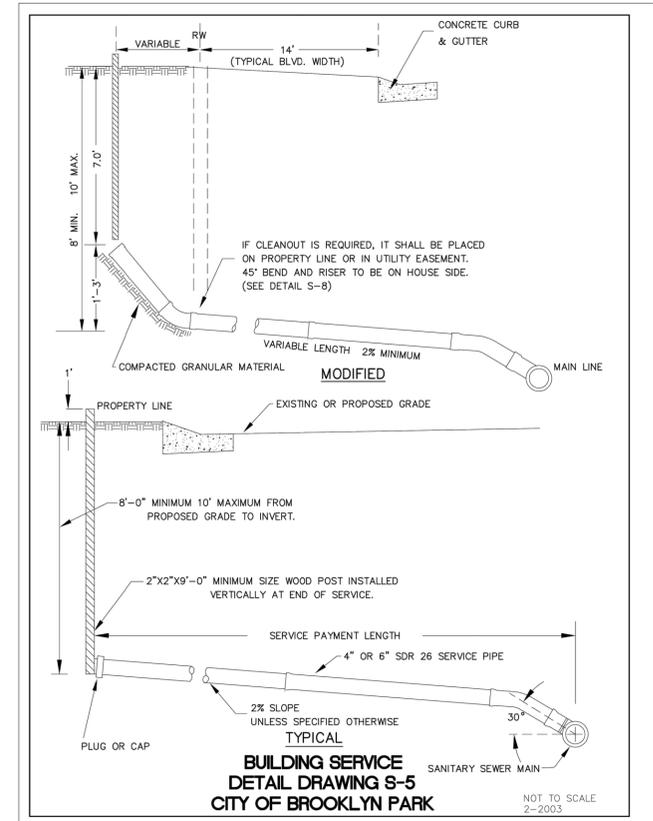
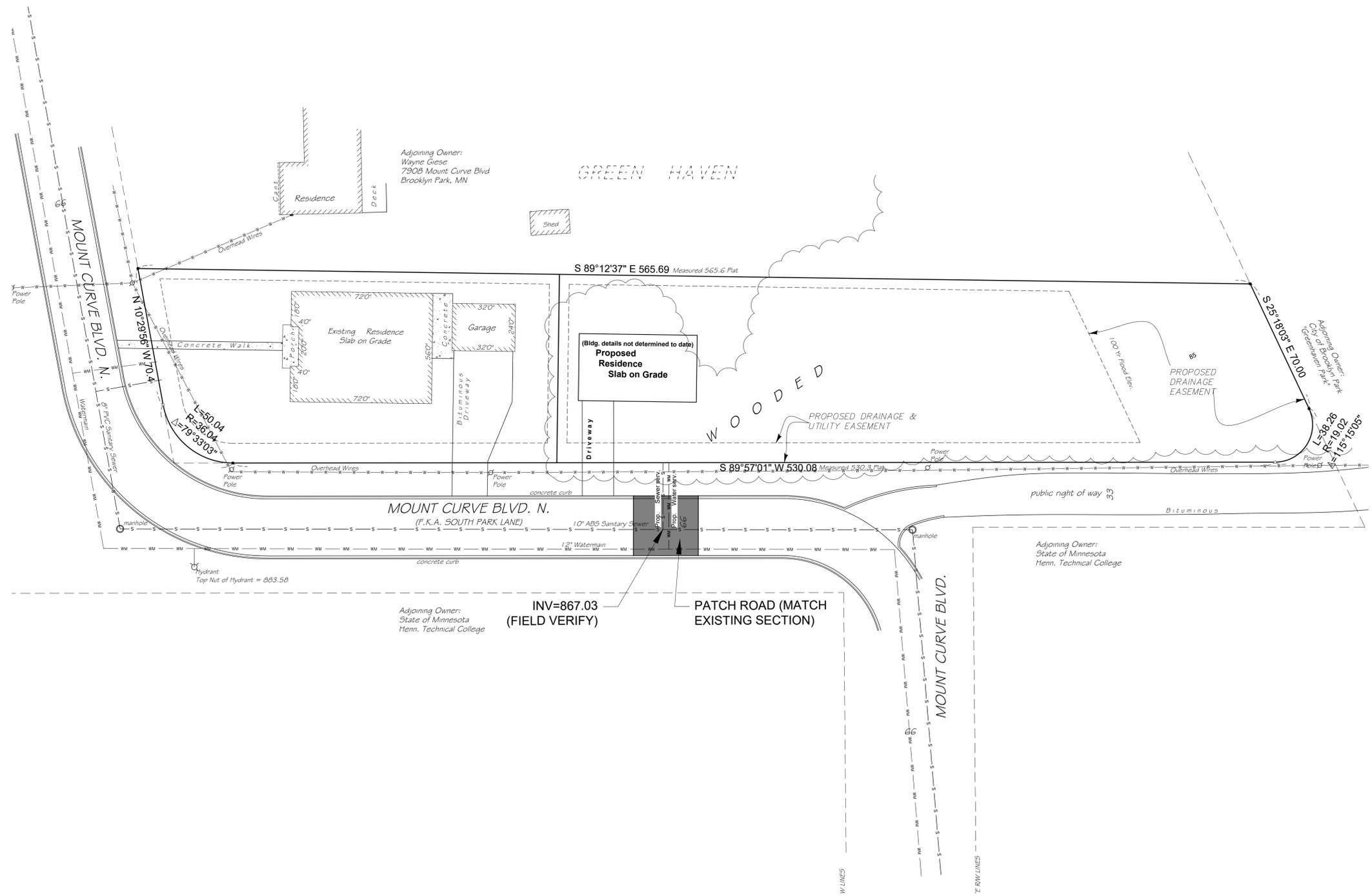
I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Prepared August 18, 2017.
 Rev. 3/27/19 house
 Rev. 5/21/19 prop serv.

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

Signed: *Gregory R. Prasch*
 Gregory R. Prasch Registration No. 24992

F:\survey\green haven - hennepin19-1\green haven 2nd addition - PROPOSED\preliminary plan\86382A.dwg



DESIGNED BY:	JAP
DRAWN BY:	JRD
CHECKED BY:	GRP
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.	
 JEFFREY A. PRÄSCH, P.E. DATE: 07.22.19 LIC. NO.: 52706	

REVISIONS

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 PHONE: 763.560.3093 FAX: 763.560.3522
 www.DemarcInc.com

BOUKARI, FAISALE & ALICIA
 6424 JUNE AVENUE NORTH
 BROOKLYN CENTER, MINNESOTA 55429

GREEN HAVEN
 7900 MOUNT CURVE BOULEVARD NORTH
 BROOKLYN PARK, MINNESOTA

UTILITY PLAN

PROJECT: 88582
 SHEET NO.
 C1 OF C1

City of Brooklyn Park Request for Council Action

Agenda Item:	6.3	Meeting Date:	September 23, 2019
Agenda Section:	Land Use Actions	Originating Department:	Community Development
Resolution:	X	Prepared By:	Todd A. Larson, Senior Planner
Ordinance:	N/A		
Attachments:	5	Presented By:	Cindy Sherman, Planning Director
Item:	Enterprise Leasing Company of Minnesota, LLC – Conditional Use Permit for a Car and Truck Rental Business at 8232 Lakeland Avenue North		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING A CONDITIONAL USE PERMIT FOR A CAR AND TRUCK RENTAL BUSINESS AT 8232 LAKELAND AVENUE NORTH.

Planning Commission Recommendation:

At its meeting on September 11, 2019, the Planning Commission unanimously (8-0) recommended approval of the CUP with the conditions that are listed in the resolution. The applicant requested modification of the parking plan so that there is flexibility in the customer parking spaces. This modification has been included in the attached resolution.

Overview:

Enterprise has operated a car rental business at 8200 Lakeland Avenue for more than 10 years. The business is doing well, and the owners would like to expand it to include truck and van rentals. The existing site does not have room to expand, so they are proposing a new facility three lots to the north at 8232 Lakeland Avenue. This site is approximately twice the size of the current lot. The new location will also have expanded office space and carwash areas to clean their vehicles. Automobile rental is a conditional use and a conditional use permit (CUP) is required.

Budgetary/Fiscal Issues: N/A

Alternatives to consider:

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

Attachments:

- 6.3A RESOLUTION
- 6.3B LOCATION MAP
- 6.3C PLANNING AND ZONING INFORMATION
- 6.3D PLANNING COMMISSION MINUTES
- 6.3E PLANS

RESOLUTION #2019-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR A CAR AND TRUCK RENTAL BUSINESS
AT 8232 LAKELAND AVENUE NORTH

Planning Commission File #19-119

WHEREAS, an application has been made by Enterprise Leasing Company of Minnesota, LLC, for a Conditional Use Permit under the provisions of the City Code on property legally described as:

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

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

WHEREAS, the matter has been referred to the Planning Commission who held the public hearing on May 8, 2019.

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

The Conditional Use Permit for a vehicle and truck rental business is hereby approved with the following conditions:

1.00 DRAWINGS

- 1.01 Site, utility, landscaping, and grading plans on file in the City Clerk's office dated 08-01-2019 is approved, subject to conditions listed below.
- 1.02 Building elevations dated 07-30-2019 and revised 08-28-2019 are approved to proceed to building permit, subject to conditions listed below.

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

- 2.01 A Development Contract and bonding shall be required as a development bond or letter of credit in the amount of **\$305,900.00**, a cash bond in the amount of **\$16,100.00**, and a developer's escrow in the amount of **\$9,300.00** as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

3.00 REQUIRED DOCUMENTS

- 3.01 All utility construction, drainage, grading and development plans must be approved by the City Engineer prior to receiving a building permit.

- 3.02 A storm water maintenance agreement per Watershed Commission rules.
- 3.03 A grading permit from MNDOT for modifications to the storm water ditch and basin.

4.00 GENERAL CONDITIONS

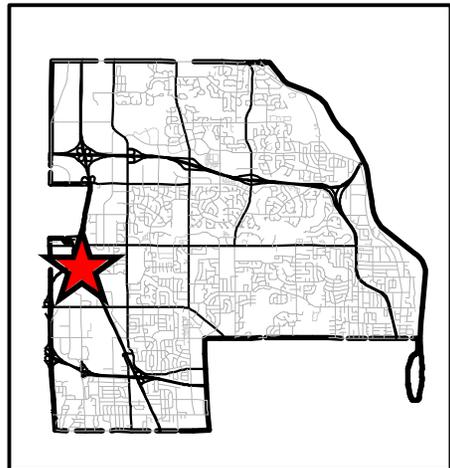
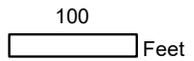
- 4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.
- 4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.
- 4.03 No burying of construction debris shall be permitted on the site.
- 4.04 Dust control and erosion measures must be in place to prevent for dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 Signs must follow the requirements of Chapter 150 and receive a permit prior to installation.
- 4.07 All lighting must meet City Code requirements.
- 4.08 Vehicles must be parked according to the site plan (C = customer parking and/or E = Employee Parking) and spaces must be marked accordingly. Rental vehicles are limited to the unmarked spaces. Overflow customer and employee parking may occur in the unmarked spaces. Trucks and vans too large to fit in a marked parking space must be parked in the rear parking lot. Parking is not allowed in the drive aisles of the parking lot or driveway. Parking is allowed in the rental return lanes for vehicles being rented or returned.
- 4.09 The car wash is not approved for public use.
- 4.10 Car carriers and other service or support vehicles must not park on Lakeland Avenue or 83rd Avenue. All services must be conducted on-site.

This Conditional Use Permit is good for one year following the date of approval unless all conditions listed herein are followed. This resolution must be recorded with the Hennepin County Recorder's office.

Conditional Use Permit #19-119 Enterprise
8232 Lakeland Ave N



Spring 2018 Air Photo.



Map Date August 21, 2019

Land Use Plan	Community Commercial
Current Zoning	General Business District (B3)
Surrounding Zoning	North, East, and South – General Business District (B3) West – County Road 81 and Highway 169
Neighborhood	College Park
Lot Area	1.61 acres
Building Area	5,700 ft ²
Number of Parking Spaces	45 – Total 25 – Rental Vehicles Spaces 10 – Employee Spaces 10 – Customer Spaces
Conforms to:	
	Land Use Plan – Yes
	Zoning Code – Yes
	Variances Needed – None
Notification	16 Mailed Notices 1 Proposed Development Sign SunPost Legal Notice Neighborhood Update Email – College Park

Building Design and Use

The northern half of the one-level building will be used for office and customer space while the southern half will be two car wash bays for cleaning the rental vehicles. The car washes will not be open to the public.

The building's main façade material will be stucco. A stone wainscot will circle the building with additional stone accents around the customer entrance door. Several windows will be on the two sides facing roadways. The overhead doors will be mostly glass to mimic large windows.

The roofline will be at the same height for the entire building, but the ceiling height for the wash bays will be higher. The larger parapet over the office portion will effectively screen any HVAC equipment.

Access and Parking

The site is a corner lot at the southeast corner of Lakeland Avenue and 83rd Avenue, both City roadways. The Lakeland Avenue driveway is located as far south as it could be to avoid the intersection. This entrance will be used for customers and staff. A second driveway, off 83rd Avenue, is primarily used for service vehicles. This driveway will be gated. Another gate will restrict access between the employee parking lot and this driveway.

The parking lot on the western and northern sides of the building will be used for customer and employee parking. It will also be used for parking of the rental vehicles. The site plan has spaces labeled appropriately to preserve enough customer and employee parking spaces. Large trucks and vans will be parked behind the gated area.

Pedestrian Connections

As developments occur on Lakeland Avenue, segments of sidewalk have been installed. Eventually, a continuous sidewalk will exist. The applicant has shown their portion of sidewalk on the site plan. There is also a walkway connection between the Lakeland Avenue sidewalk to the front door.

Landscaping and Screening

The applicant has submitted a landscape plan that shows the correct number of trees and shrubs. Along Lakeland Avenue, the parking lot will be screened solely by a three-foot berm. In the event the berm does not screen the headlights of the parked vehicles, then additional shrubs will be required.

The rear (east) parking area will be enclosed by a fence for security purposes. Along 83rd Avenue and areas visible to customers, a decorative fence will be used. Along the east and south property lines, a black vinyl coated chain-link fence will be used. Shrubs and ornamental trees will be planted along portions of the fence for screening.

Lighting

The applicant is proposing a lighting plan that will meet City Code requirements. The tallest parking lot pole mounting height is 25 feet. All lights must be downcast and shielded.

Storm Water Management

Along the western edge of the site is a former ditch that was installed by MNDOT. The ditch appears to be a remnant from when County Road 81 was a US Highway. It is not collecting runoff from Lakeland Avenue anymore since curbing was added a few years ago. MNDOT has indicated that they will allow removal of the ditch with a permit.

An underground storm water tank system will be installed to provide infiltration and rate control. The tank will overflow into the regional basin to the east of the former Golf Dome. A maintenance agreement will be required per the Watershed.

Utilities

All public utilities are available to the site.

Signs

A 25-foot tall pylon sign will be constructed near the intersection of 83rd and Lakeland Avenues meeting the required 25-foot setbacks. Wall signage will be shown on the west and north sides of the building. The proposed signs meet City Code requirements.

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – September 11, 2019
Unapproved Minutes

1. CALL TO ORDER

The meeting was called to order at 7:00 PM.

2. ROLL CALL/PLEDGE OF ALLEGIANCE

Those present were: Commissioners Hanson, Herbers, Husain, Kiekow, Mersereau, Mohamed, Morton-Spears, Vosberg; Council Liaison West-Hafner; Senior City Planner Larson; Planning Director Sherman; Planning Program Assistant Davis; Neighborhood Preservation Specialist Peterson; Environmental Health Manager Newby.

Those not present were: Commissioner Kisch.

6. PUBLIC HEARING

D. “Enterprise Car and Truck Rental” (Enterprise Leasing Company of Minnesota, LLC) –
Conditional Use Permit #19-119 for a car and truck rental business at 8232 Lakeland Ave N.

Senior Planner Larson introduced the proposal for Enterprise to expand their services to a nearby site which will include small truck and van rentals.

Rick Mendlik, Enterprise, requested that the parking conditions require rental spaces to be marked with an “R” be removed to compensate for customer parking as needed.

Commissioner Chair Hanson opened the public hearing.

Seeing no one approach the podium, Commissioner Chair Hanson closed the public hearing.

Commissioner Kiekow stated the sign height in the plan appeared to indicate 45 inches.

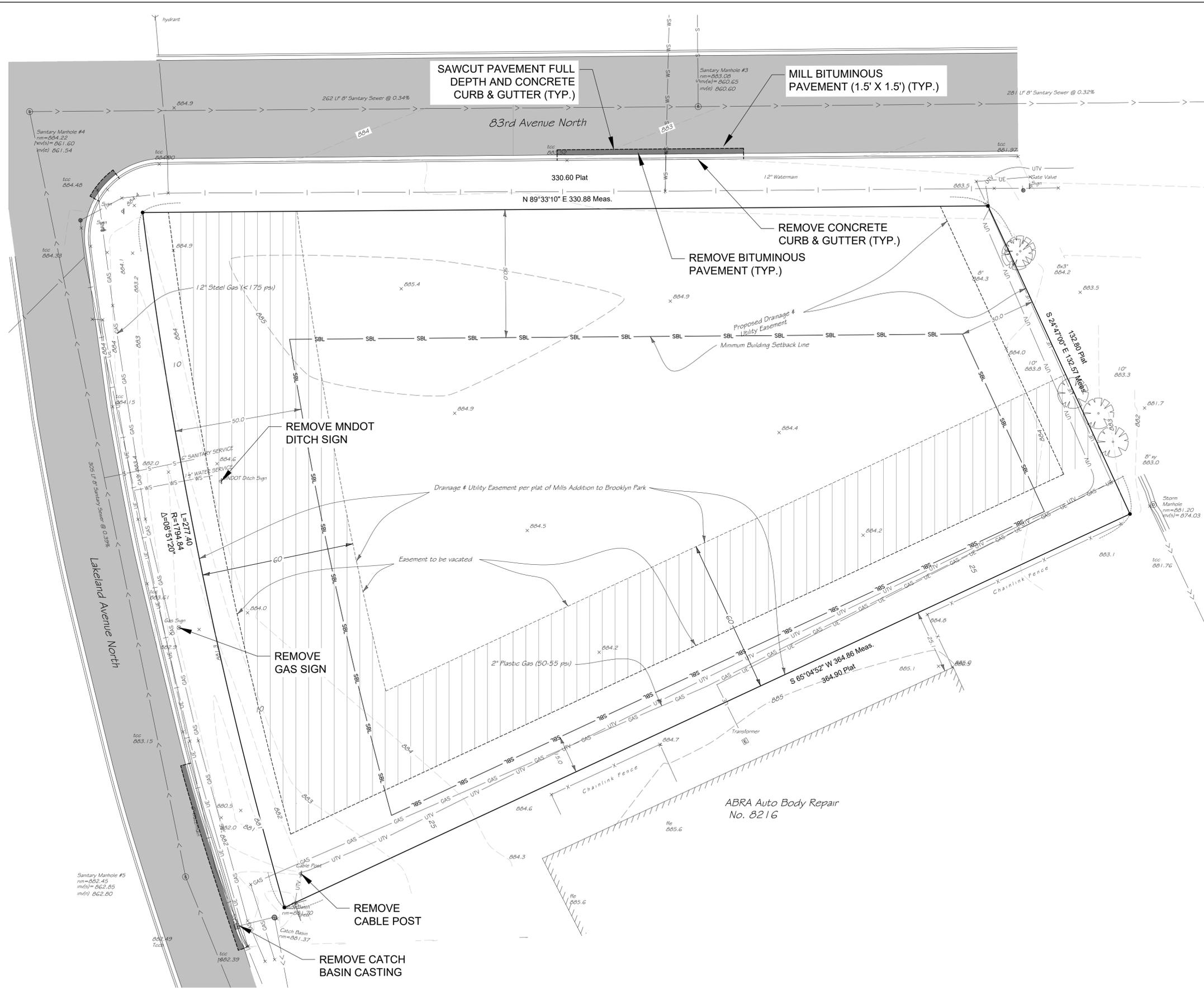
Senior Planner Larson confirmed the freestanding sign would be in line with the sign ordinance maximum of 25 feet, and the 45 inches in the plan is referring to the wall sign as the labels are placed close to each other on the renderings.

Commissioner Mersereau recommended the applicant be able to expand based on their success.

MOTION MERSEREAU, SECOND HANSON TO RECOMMEND APPROVAL OF CONDITIONAL USE PERMIT #19-119 FOR A CAR AND TRUCK RENTAL BUSINESS AT 8232 LAKELAND AVENUE NORTH, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

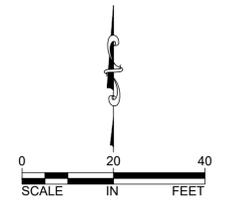
MOTION CARRIED UNANIMOUSLY.

F:\survey\mills addition to brooklyn park - hennepin\1-202 Engineering - 88392\01 CAD\05 Sheet Files\03 Existing Conditions & Removals Plan.dwg



LEGEND

- 890 --- EXISTING CONTOUR
- ▨ EXISTING BUILDING
- ▨ EXISTING CURB & GUTTER
- ▨ REMOVE CURB & GUTTER
- ▨ EXISTING STORM SEWER
- ▨ EXISTING WATERMAIN
- ▨ EXISTING UNDERGROUND GAS LINE
- ▨ EXISTING BITUMINOUS PAVEMENT
- ▨ REMOVE BITUMINOUS PAVEMENT
- ▨ EXISTING FENCE
- ⊙ EXISTING TREE
- ⊙ EXISTING SIGN
- ▨ PROPOSED SAWCUT
- ⊙ EXISTING HYDRANT
- ⊙ EXISTING CATCH BASIN
- ⊙ EXISTING STORM MANHOLE
- ⊙ EXISTING SANITARY MANHOLE
- ▨ EXISTING EASEMENT



DESIGNED BY: 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.

DRAWN BY: JRD

CHECKED BY: GRP

DATE: 08.01.19 LIC. NO.: 52706

REVISIONS

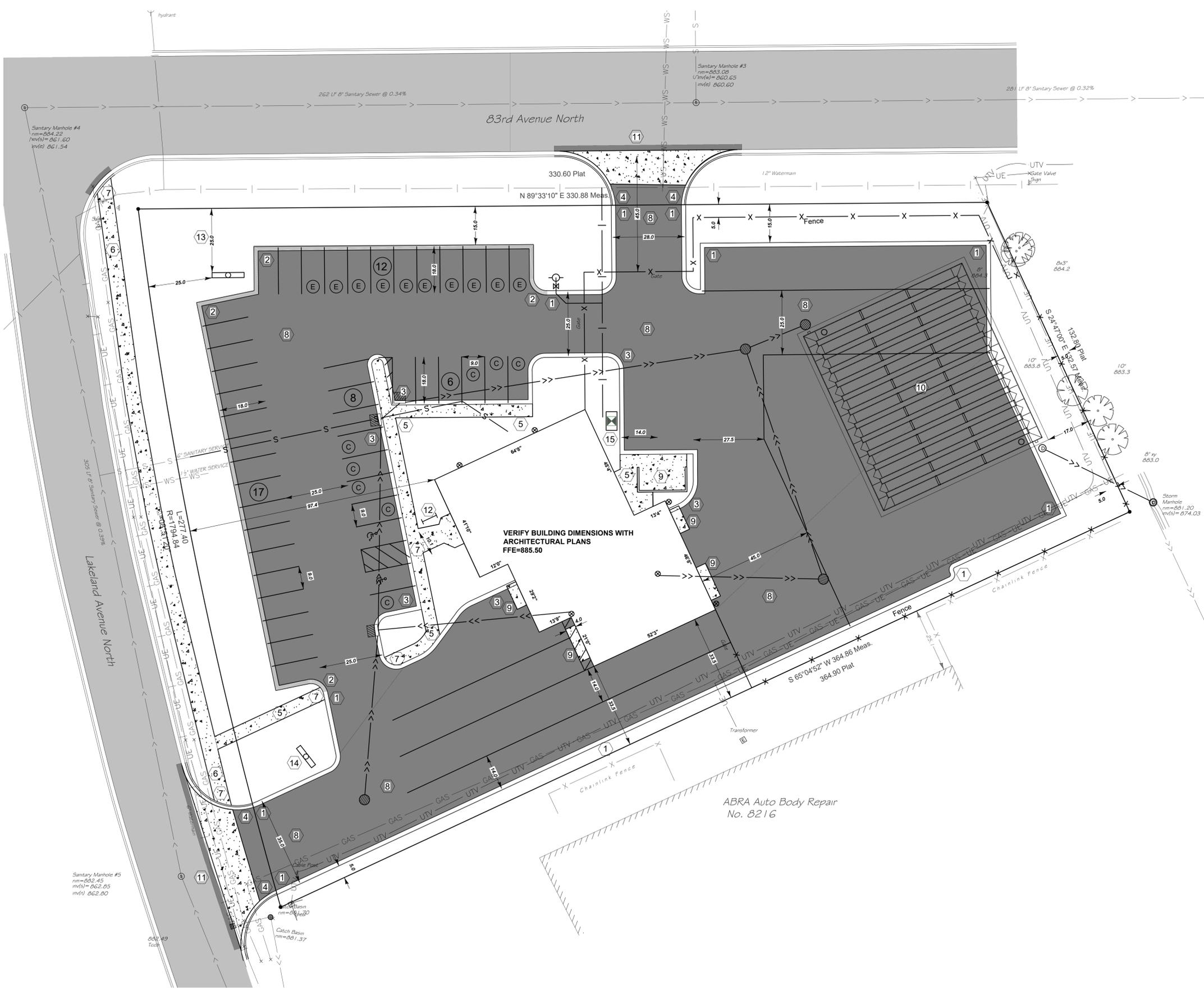
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ENTERPRISE LEASING COMPANY OF MINNESOTA, LLC
 2775 BLUE WATER ROAD
 EAGAN, MINNESOTA 55121
 651.905.5000

ENTERPRISE RENT-A-CAR
 8232 LAKELAND AVENUE NORTH
 BROOKLYN PARK, MINNESOTA

EXISTING CONDITIONS & REMOVALS PLAN

PROJECT: 88392
 SHEET NO. C1 OF C4



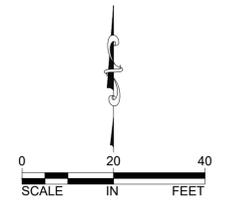
SITE DATA:
 LOT AREA = 70,162 SF (1.61 AC)
 EXISTING IMPERVIOUS AREA = 0 SF (0 AC)
 PROPOSED IMPERVIOUS AREA = 52,632SF (1.21 AC)
 PROPOSED HARDCOVER = 75.0%
 PROPOSED BUILDING AREA = 5,681SF
 BUILDING COVERAGE = 8.1%

PARKING DATA:
 TOTAL PROPOSED PARKING STALLS = 43
 HANDICAP STALLS PROVIDED = 2
 PROPOSED CUSTOMER PARKING STALLS = 8
 PROPOSED EMPLOYEE PARKING STALLS = 10
 PROPOSED RENTAL PARKING STALLS = 25

- REFERENCE NOTES:**
- ① BP-30 CURB & GUTTER
 - ② BP-30 TIPOUT CURB & GUTTER
 - ③ B418 CURB & GUTTER
 - ④ B618 CURB & GUTTER
 - ⑤ 5' WIDE CONCRETE SIDEWALK
 - ⑥ 6' WIDE CONCRETE SIDEWALK
 - ⑦ PED RAMP MEETING ADA REQUIREMENTS
 - ⑧ BITUMINOUS PAVEMENT
 - ⑨ 9'x18' DUMPSTER ENCLOSURE
 - ⑩ PRINSCO UNDERGROUND STORAGE SYSTEM
 - ⑪ ENTRANCE PER CITY DETAIL
 - ⑫ BIKE RACK
 - ⑬ PYLON SIGN
 - ⑭ DIRECTIONAL SIGN
 - ⑮ VERIFY TRANSFORMER LOCATION WITH ARCHITECT AND UTILITY CONTRACTOR.

LEGEND

- EXISTING BUILDING
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- PROPOSED TIPOUT CURB & GUTTER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING BITUMINOUS PAVEMENT
- PROPOSED BITUMINOUS PAVEMENT
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING TREE
- EXISTING SIGN
- PROPOSED PARKING STRIPE
- NUMBER OF PARKING STALLS
- CUSTOMER PARKING STALLS
- EMPLOYEE PARKING STALLS
- RENTAL PARKING STALLS



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DESIGNED BY: 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.

DRAWN BY: JAP

JRD

CHECKED BY: JEFFREY A. PRASCH, P.E.

GRP

DATE: 08.01.19 LIC. NO.: 52706

REVISIONS	
09.13.19	PARKING STALLS

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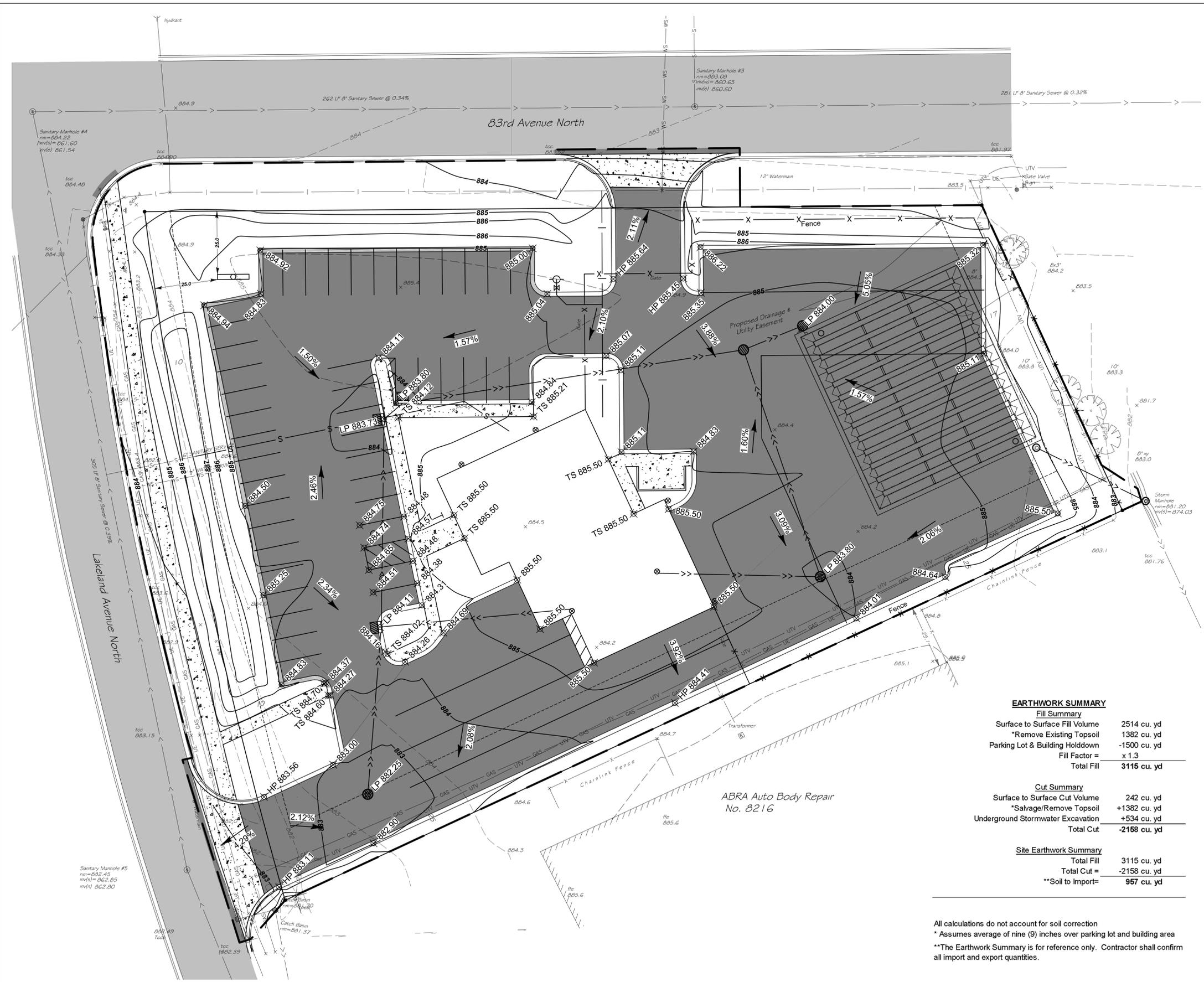
ENTERPRISE RENT-A-CAR
 8232 LAKELAND AVENUE NORTH
 BROOKLYN PARK, MINNESOTA

SITE PLAN

PROJECT: 88392
 SHEET NO. C2 OF C4

GENERAL CONSTRUCTION AND SOILS NOTES:

1. THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL APPLY.
2. THE 2013 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA "STANDARD SPECIFICATIONS" SHALL APPLY.
3. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES, LAWS AND ORDINANCES.
4. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FOLLOWING ALL APPLICABLE OSHA STANDARDS.
5. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND CALL GOPHER STATE ONE CALL 48 HOURS PRIOR TO CONSTRUCTION WORK. EXISTING UTILITIES SHOWN ON THESE PLANS ARE ONLY APPROXIMATE AND MAY NOT BE RELIED UPON AS EXACT OR COMPLETE.
6. IF UTILITY RELOCATION IS NECESSARY, THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES.
7. MATERIAL UNSUITABLE FOR CONSTRUCTION (E.G. TOPSOIL, SILTS, ROOTS, ORGANIC MATERIALS, PEATS, DEBRIS, ETC.) ENCOUNTERED DURING EXCAVATION WITHIN THE PARKING LOT AND BUILDING SHALL BE REMOVED AND PROPERLY DISCARDED UNLESS OTHERWISE APPROVED BY THE SOILS ENGINEER.
8. FILL WITHIN THE PARKING LOT AND BUILDING SHALL BE SUITABLE MATERIAL AND PLACED IN LOOSE LIFTS NO THICKER THAN TWELVE (12) INCHES. COMPACTION WITHIN THE PARKING LOT AND BUILDING SHALL BE COMPACTED TO 100% OF THE MAXIMUM STANDARD PROCTOR DENSITY WITHIN THE TOP 3 FEET. SUITABLE MATERIAL SHALL CONSIST OF SW, SP, SP-SM, AND SM USCS CLASSIFICATIONS.
9. TOPSOIL SHALL BE SALVAGED AND STOCKPILED FOR USE AS TOPSOIL IN GREEN SPACES DISTURBED DUE TO CONSTRUCTION.
10. THE CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF BITUMINOUS AND CONCRETE MATERIALS DISTURBED BY CONSTRUCTION IN ACCORDANCE WITH MNDOT SPEC 2104.3.
11. ALL EXCESS MATERIAL SHALL BE DISPOSED OF OFFSITE.



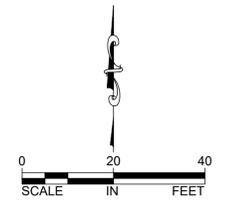
EARTHWORK SUMMARY

Fill Summary	
Surface to Surface Fill Volume	2514 cu. yd
*Remove Existing Topsoil	1382 cu. yd
Parking Lot & Building Holddown	-1500 cu. yd
Fill Factor =	x 1.3
Total Fill	3115 cu. yd
Cut Summary	
Surface to Surface Cut Volume	242 cu. yd
*Salvage/Remove Topsoil	+1382 cu. yd
Underground Stormwater Excavation	+534 cu. yd
Total Cut	-2158 cu. yd
Site Earthwork Summary	
Total Fill	3115 cu. yd
Total Cut =	-2158 cu. yd
**Soil to Import=	957 cu. yd

All calculations do not account for soil correction
 * Assumes average of nine (9) inches over parking lot and building area
 **The Earthwork Summary is for reference only. Contractor shall confirm all import and export quantities.

LEGEND

---880---	EXISTING CONTOUR
---880---	PROPOSED CONTOUR
▬▬▬	EXISTING BUILDING
▬▬▬	PROPOSED CONSTRUCTION/GRADING LIMITS
▬▬▬	EXISTING CURB & GUTTER
▬▬▬	PROPOSED CURB & GUTTER
▬▬▬	EXISTING STORM SEWER
▬▬▬	PROPOSED STORM SEWER
▬▬▬	EXISTING WATERMAIN
▬▬▬	PROPOSED WATERMAIN
▬▬▬	EXISTING UNDERGROUND GAS LINE
▬▬▬	PROPOSED CONCRETE
▬▬▬	EXISTING BITUMINOUS PAVEMENT
▬▬▬	PROPOSED BITUMINOUS PAVEMENT
▬▬▬	EXISTING FENCE
▬▬▬	PROPOSED CHAINLINK/WOOD FENCE
⊙	EXISTING TREE
⊙	EXISTING SIGN
⊙	PROPOSED SIGN
⊙	EXISTING HYDRANT
⊙	PROPOSED HYDRANT
⊙	PROPOSED GATE VALVE
⊙	EXISTING CATCH BASIN
⊙	EXISTING STORM MANHOLE
⊙	PROPOSED STORM MANHOLE
⊙	EXISTING SANITARY MANHOLE
⊙	PROPOSED SANITARY MANHOLE
⊙	PROPOSED SLOPE
⊙	PROPOSED HIGH POINT
⊙	PROPOSED MATCH POINT
⊙	PROPOSED LOW POINT
⊙	PROPOSED TOP OF SLAB
⊙	PROPOSED GUTTER LINE OR FINISHED GROUND ELEVATION



F:\survey\mills addition to brooklyn park - hennepin\1-202 Engineering - 88392\01 CAD\05 Sheet Files\05 Grading & Drainage Plan.dwg

DESIGNED BY:	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.
DRAWN BY:	JRD
CHECKED BY:	JEFFREY A. PRASCH, P.E.
GRP	DATE: 08.01.19 LIC. NO.: 52706

REVISIONS

DEMARC
 LAND SURVEYING & ENGINEERING
 7601 73RD AVENUE N, BROOKLYN PARK, MN 55428
 PHONE: 763.560.3093 FAX: 763.560.3522
 www.DemarcInc.com

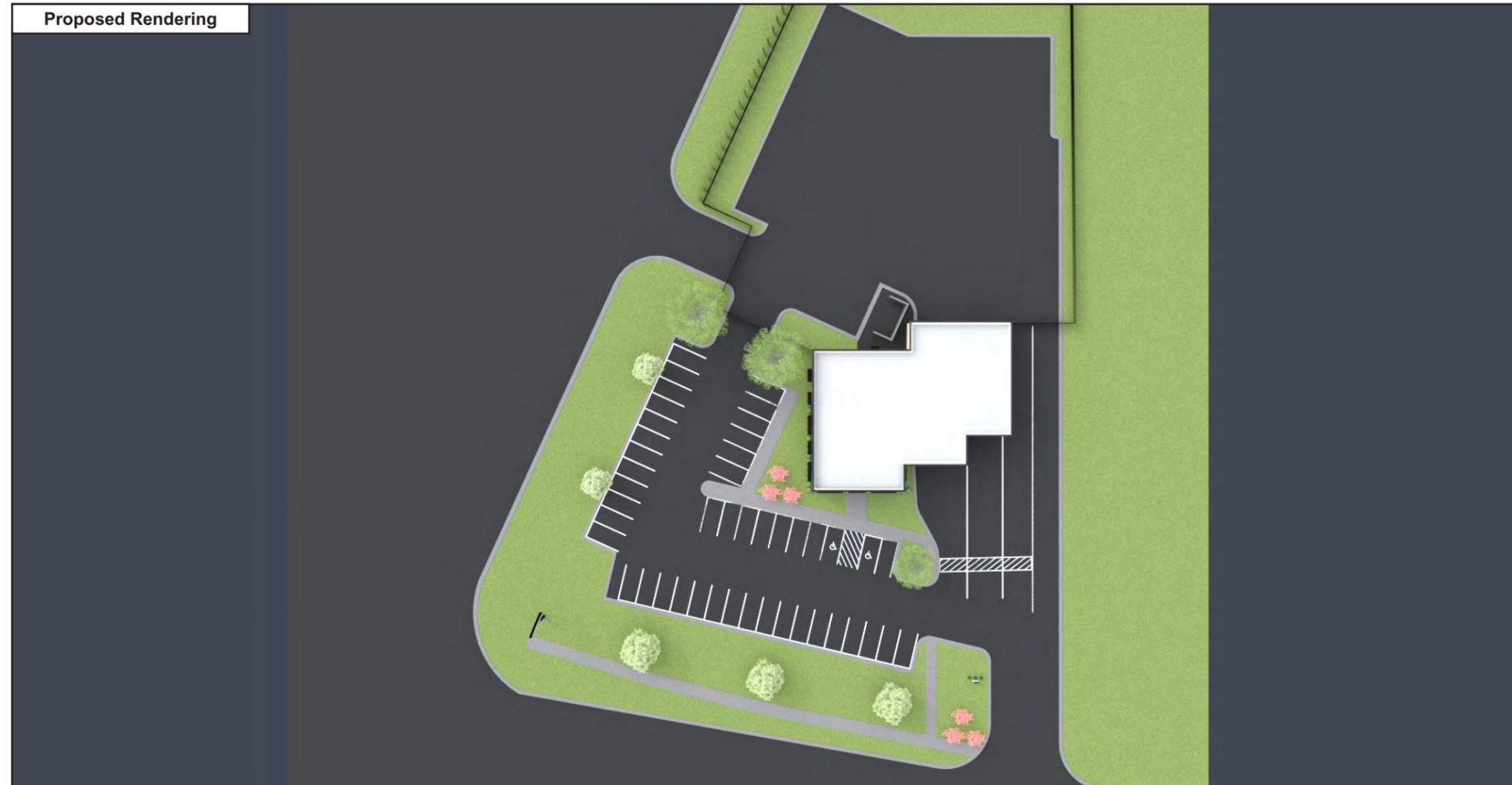
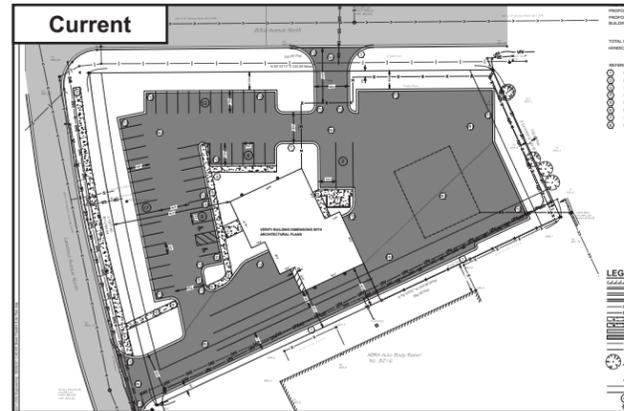
ENTERPRISE LEASING COMPANY OF MINNESOTA, LLC
 2775 BLUE WATER ROAD
 EAGAN, MINNESOTA 55121
 651.905.5000

ENTERPRISE RENT-A-CAR
 8232 LAKELAND AVENUE NORTH
 BROOKLYN PARK, MINNESOTA

GRADING & DRAINAGE PLAN

PROJECT: 88392
SHEET NO. C3 OF C4

Option 1 Overhead View



Tradedress Rendering

Date: 08/20/2019 **Artist:** Pope
Group: 19K3 **Specialist:** Kinney
Branch #s: 04 **Job #:** XJ05855
Location: BrooklynPark, MN **Type:** HC

Attention: These renderings are intended to be used for conceptual Tradedress sign and site planning. They are not to be considered as construction drawings. Verification of dimensions, field conditions and local building codes is required.

In order to maintain brand consistency and integrity, for all significant tradedress upgrades please refer to the Facility and Vehicle Identification Manuals on the Operations Intranet or AdShop.

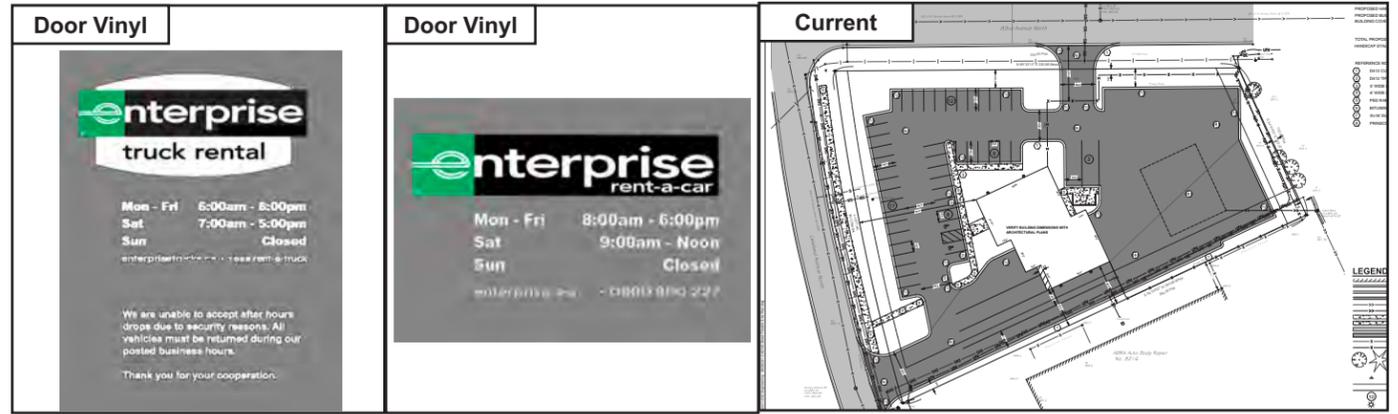
Corporate Resources are also available to help guide you on significant tradedress updates as necessary. For airport facilities consult with the Airport Facilities/Construction team or for home city locations consult your Corporate Operations team.

Specified Sherwin Williams® paints are listed below. The colors that are being recommended to complete the above rendering will be marked with a 'X'. Contact your local Sherwin Williams Representative for specific paint specifications and applications at 1-800-4SHERWIN.

Used	Swatch	Color	Sherwin Williams Color Name
ENTERPRISE EXTERIOR COLORS			
X		Light Beige	SW 6140 - Moderate White (Satin)
X		Dark Beige	SW 7038 -Tony Taupe (Satin)
		Pure White	SW 7005 - Pure White (Satin)
		Bright White	B66W300 Series, SherCryl Gloss Ultra White
		Black	SW 6258 -Tricorn Black (building accents)
		Black	B66B300 - Black (sign poles)
ENTERPRISE INTERIOR COLORS			
		Light Beige	SW 6140 - Moderate White (Eggshell or Satin)
		Light Blue	SW 6505 - Atmospheric (Eggshell or Satin)
		Light Green	SW 1428 - Uphill (Eggshell or Satin)
		Medium Brown	SW 7039 - Virtual Taupe (Eggshell or Satin)

Enterprise specified Tubelite paints anodized finished or equivalent for the mullions are listed below. The colors that are being recommended will be marked with a "X". Please note that this option is not applicable for every rendering.

ENTERPRISE MULLION COLORS		
X	Brushed Alum.	Tubelite Clear 2A or 20
	Brown	Tubelite Light Amber 2K
	Bronze	Tubelite Dark Bronze 3K
	Black	Tubelite Black 0D



Option 1 View 1



Tradedress Rendering

Date: 08/20/2019 Artist: Pope
 Group: 19K3 Specialist: Kinney
 Branch #s: 04 Job #: XJ05855
 Location: BrooklynPark, MN Type: HC

Attention: These renderings are intended to be used for conceptual Tradedress sign and site planning. They are not to be considered as construction drawings. Verification of dimensions, field conditions and local building codes is required.

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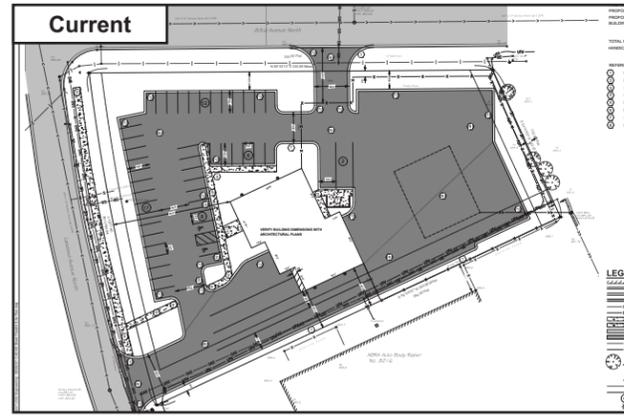
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	Brown	Tubelite Light Amber 2K
	Bronze	Tubelite Dark Bronze 3K
	Black	Tubelite Black 0D

Option 1 View 2



Tradedress Rendering

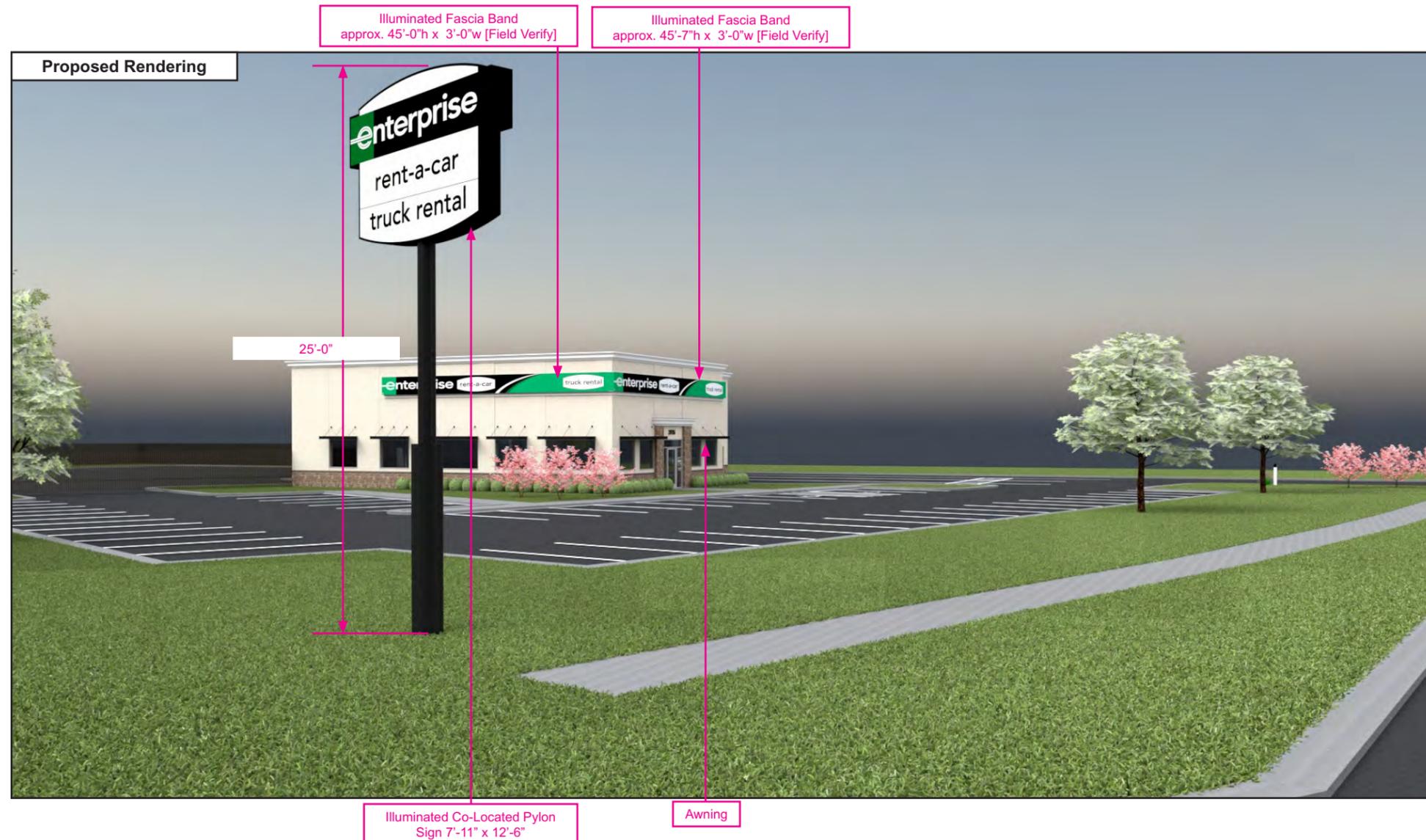
Date: 08/20/2019 **Artist:** Pope
Group: 19K3 **Specialist:** Kinney
Branch #s: 04 **Job #:** XJ05855
Location: BrooklynPark, MN **Type:** HC

Attention: These renderings are intended to be used for conceptual Tradedress sign and site planning. They are not to be considered as construction drawings. Verification of dimensions, field conditions and local building codes is required.

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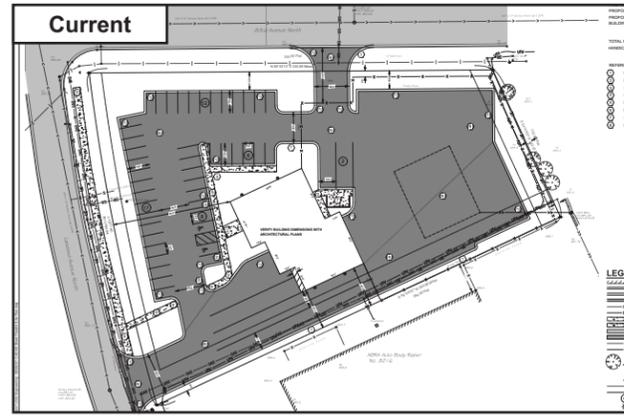
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	Bronze	Tubelite Dark Bronze 3K
	Black	Tubelite Black 0D

Exterior Signage = 10% of building square footage.

Option 1 View 3



Tradedress Rendering

Date: 08/20/2019 **Artist:** Pope
Group: 19K3 **Specialist:** Kinney
Branch #s: 04 **Job #:** XJ05855
Location: BrooklynPark, MN **Type:** HC

Attention: These renderings are intended to be used for conceptual Tradedress sign and site planning. They are not to be considered as construction drawings. Verification of dimensions, field conditions and local building codes is required.

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		Black	B66B300 - Black (sign poles)
ENTERPRISE INTERIOR COLORS			
		Light Beige	SW 6140 - Moderate White (Eggshell or Satin)
		Light Blue	SW 6505 - Atmospheric (Eggshell or Satin)
		Light Green	SW 1428 - Uphill (Eggshell or Satin)
		Medium Brown	SW 7039 - Virtual Taupe (Eggshell or Satin)

Enterprise specified Tubelite paints anodized finished or equivalent for the mullions are listed below. The colors that are being recommended will be marked with a "X". Please note that this option is not applicable for every rendering.

ENTERPRISE MULLION COLORS		
	Brushed Alum.	Tubelite Clear 2A or 20
	Brown	Tubelite Light Amber 2K
	Bronze	Tubelite Dark Bronze 3K
	Black	Tubelite Black 0D



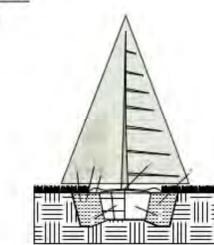
Woodbury, MN 55125
651-775-4448
GreyLeafDesign.com

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These plans are available for limited review and execution by clients, consultants, contractors, government agencies and vendors only in accordance with the contract.

Signature: _____



EVERGREEN TREE PLANTING NOTES

1. All evergreen trees to be planted in this project shall be of the following minimum calipers and heights as indicated on the plan. All trees shall be well established and in full leaf at the time of planting. All trees shall be planted in accordance with the following specifications:

2. All evergreen trees shall be planted in accordance with the following specifications:

3. All evergreen trees shall be planted in accordance with the following specifications:

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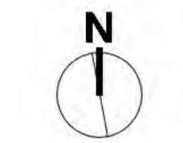
74. All evergreen trees shall be planted in accordance with the following specifications:

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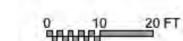


ID	QTY	Common Name	Botanical Name	Scheduled Size
Coniferous Trees				
Deciduous Trees				
DT-001	2	Autumn Blaze® Maple	Acer x freemanii 'Jeffers'	4" BB
DT-009	6	Spring Snow Crabapple	Malus x 'Spring Snow'	1.5" BB
DT-014	4	Autumn Brilliance® Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance' PLPat.No.5717	10" BB clump
DT-018	2	Princeton Elm	Ulmus americana 'Princeton'	4" BB
DT-027	5	Skyline Honeylocust	Gleditsia triacanthos inermis 'Skyline'	2" BB
Coniferous Shrubs				
ES-001	31	Sea Green Juniper	Juniperus chinensis 'Sea Green'	#10 cont
ES-002	20	Blue Rug Juniper	Juniperus horizontalis 'Wiltoni'	#5 Cont
ES-009	27	Grey Owl Juniper	Juniperus virginiana 'Grey Owl'	#5 cont
Deciduous Shrubs				
DS-011	136	Glossy Black Chokeberry	Aronia melanocarpa var. glabra	#5 cont
DS-002	10	Red Twigged Dogwood	Cornus alba	#10 cont
DS-050	27	Anthony Waterer Spirea	Spiraea x bumalda 'Anthony Waterer'	#5 cont
Perennials				
Ornamental Grasses				
Roses				
Vines				

COVERINGS TYPE							
Code	Type	Area	Supplier/Manufacturer	Product	Color / Size	Depth	Application/Comments
C1	Mulch	2906.468	Ceas	Hardwood	Double Grind	Natural	To be applied direct to ground. No Fabric to be used.
C2	Rock	3279.35	Dresser	Dresser Chip	1/2"	Dark Grey	0.167
TURF / SEED TYPE							
Code	Type	Area	Supplier/Manufacturer	Product	Color / Size	Depth	Application/Comments
T1	Sod	19436.459 sq ft	0 lbs.	Rice and Piel	N/A	N/A	
EDGING TYPE							
Code	Type	Length	Manufacturer	Product	Thickness / Gauge	Depth	Finish / Installation Comments
E1	Edging	851' 9"	Alpha Design	Alpha Standard		5"	Black / Edging type: Chamfer



1 Landscape Plan
Scale: 1/16" = 1'-0"



SHRUB PLANTING NOTES

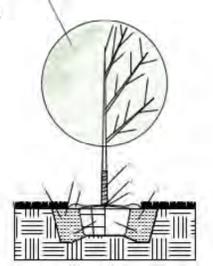
1. All shrubs to be planted in this project shall be of the following minimum calipers and heights as indicated on the plan. All shrubs shall be well established and in full leaf at the time of planting. All shrubs shall be planted in accordance with the following specifications:

PERENNIAL PLANTING NOTES

1. All perennials to be planted in this project shall be of the following minimum calipers and heights as indicated on the plan. All perennials shall be well established and in full leaf at the time of planting. All perennials shall be planted in accordance with the following specifications:

DECIDUOUS TREE PLANTING NOTES

1. All deciduous trees to be planted in this project shall be of the following minimum calipers and heights as indicated on the plan. All trees shall be well established and in full leaf at the time of planting. All trees shall be planted in accordance with the following specifications:



BID COPY

Enterprise Rent-A-Car

8232 Lakeland Ave N.
Brooklyn Park, MN

LANDSCAPE PLAN

BDG
8/27/2019

L101

CITY CODE

Boulevard Trees

1 Tree/70' of road frontage - 638' of Frontage = 9.1 Trees

Plant Diversity (to include 3 of the following options)

- 1) One overstory Tree per 3,000sq ft open area. - 21,048.6sq ft open area = 7 overstory
- 2) One ornamental tree per 1,500 sq ft of open area. - 21,048.6sq ft open area = 14 understory
- 3) One evergreen tree per 3,000sq ft of open area. - 21,048.6sq ft open area = 7 evergreen
- 4) One deciduous or evergreen shrub per 100 square ft of open space. - 21,048.6sq ft open area = 211 Shrubs

Calculation is 70,162 sq. ft lot size at 30% open space coverage = 21,048.6sq ft

OVERALL REQUIREMENT TOTALS BASED ON LOT OPEN AREA

7- Overstory Trees

14- Ornamental

211- Shrubs

THE DESIGN

7-Over Story

14- Ormentals

211-Shrubs

IRRIGATION

The irrigation design is an efficient water conservative system with a Wifi enabled smart controller which automatically adjusts to the weather, saving up to 40% on water usage.

City of Brooklyn Park Request for Council Action

Agenda Item:	6.4	Meeting Date:	September 23, 2019
Agenda Section:	Land Use Actions	Originating Department:	Community Development
Resolution:	X	Prepared By:	Todd A. Larson, Senior Planner
Ordinance:	N/A		
Attachments:	6	Presented By:	Cindy Sherman, Planning Director
Item:	New Creations Daycare (Amcon Construction Company) – Site Plan Review for a Daycare with a Side-Yard Setback Variance at 4500 Oak Grove Parkway		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING SITE PLAN REVIEW WITH VARIANCE FOR A DAYCARE BUSINESS AT 4500 OAK GROVE PARKWAY NORTH.

Planning Commission Recommendation:

At its meeting on September 11, 2019, the Planning Commission unanimously (8-0) recommended approval of the application with the conditions that are listed in the attached resolution. Some Commissioners were concerned about the viability of transplanting the evergreens on-site. The applicant has decided to remove the existing trees and plant new ones for better chance of survival. The landscaping plans will be updated at the time of building permit.

Overview:

New Creations Daycare is an existing business that is located inside Edinbrook Church and is requesting to construct its own building. The site they have selected is in between the Noble Office Park and the new CVS store on the north side of Oak Grove Parkway. The site is zoned Planned Unit Development with a land use designation from the Comprehensive Plan of Office/Limited Business. The site was last envisioned for an office building; earlier versions of the development plan included a daycare. In the PUD, all uses require Site Plan Review approval. Additionally, the applicant is requesting a variance for the side-yard setback.

Budgetary/Fiscal Issues: N/A

Alternatives to consider:

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

Attachments:

- 6.4A RESOLUTION
- 6.4B LOCATION MAP
- 6.4C PLANNING AND ZONING INFORMATION AND PHOTOS
- 6.4D PLANNING COMMISSION MINUTES
- 6.4E LETTERS FROM THE APPLICANT
- 6.4F PLANS

RESOLUTION #2019-

RESOLUTION APPROVING SITE PLAN REVIEW WITH VARIANCE FOR A DAYCARE BUSINESS
AT 4500 OAK GROVE PARKWAY NORTH

Planning Commission File #19-120

WHEREAS, an application has been made by Amcon Construction on behalf of New Creations Childcare for a Site Plan Review with a Variance under the provisions of the City Code on property legally described as:

Lot 2, Block 1, Noble Office Park 2nd Addition, Hennepin County, Minnesota

WHEREAS, the land use plan of the Comprehensive Plan is for Office/Limited Business uses and daycare fits into that land use; and

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

WHEREAS, the matter has been referred to the Planning Commission who held the public hearing on September 11, 2019.

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

The Site Plan Review for a daycare is hereby approved with the following conditions:

1.00 DRAWINGS

- 1.01 Site, utility, landscaping, and grading plans on file in the City Clerk's office dated 08-23-2019 is approved, subject to conditions listed below.
- 1.02 Building elevations dated 09-06-2019 are approved to proceed to building permit, subject to conditions listed in the variance section below. These elevations contain design elements that tie the daycare building in with the adjacent buildings to help justify the setback variance.

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

- 2.01 A Development Contract and bonding shall be required as a development bond or letter of credit in the amount of **\$214,100.00**, a cash bond in the amount of **\$11,200.00**, and a developer's escrow in the amount of **\$6,700.00** as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

3.00 REQUIRED DOCUMENTS

- 3.01 A storm water maintenance agreement per West Mississippi Watershed rules. The agreement must include a spring and a fall sweeping of the pervious pavement.

- 3.02 A shared parking agreement with the Noble Office Park to the west to allow parking on that property.

4.00 GENERAL CONDITIONS

- 4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.
- 4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.
- 4.03 No burying of construction debris shall be permitted on the site.
- 4.04 Dust control and erosion measures must be in place to prevent for dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 Additional pervious pavement must be used to satisfy the Watershed's 1.3-inch rainfall requirement.
- 4.07 The same parking lot lighting must be used as the adjacent retailer to the east.
- 4.08 A 6-foot privacy fence must be installed along the north end of the parking lot to screen the parking lot from neighboring residential properties.
- 4.09 Driveway widths must be at least 25 feet per City Code.
- 4.10 Modification of the landscape plan at the time of building permit to include overstory and evergreen trees to replace the trees shown as "to be moved."
- 4.11 The four parking spaces in the southwestern corner of the property can be eliminated with a shared parking agreement with the Noble Office Park property to the west.

5.00 VARIANCE

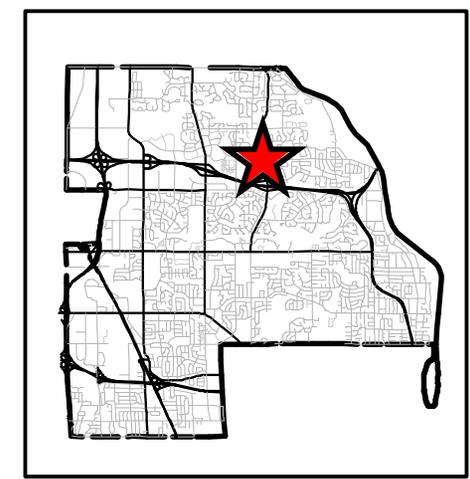
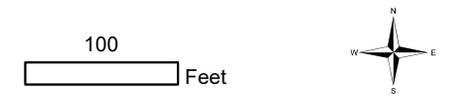
BE IT FURTHER RESOLVED that a variance is granted for the side-yard building setback allowing the reduction for the 40 feet required in Section 152.475(E)(2)(c)(2) of City Code to 15 feet from the east side property line. The variance is justified as the proposed building is spaced roughly midway between two existing buildings giving a uniform look from the street and the intent of a cohesive design for the development. The variance is conditioned upon incorporating façade and roof elements of the neighboring buildings into the daycare building.

This Site Plan Review and Variance approval is good for one year following the date of approval unless all conditions listed herein are followed. This resolution must be recorded with the Hennepin County Recorder's office.

Site Plan Review and Variance #19-120 New Creations Daycare
4500 Oak Grove Pkwy N



Spring 2018 Air Photo.



Map Date August 21, 2019

Land Use Plan	Office
Current Zoning	Planned Unit Development (PUD)
Surrounding Zoning	North and East – Planned Unit Development (PUD) South – Public Institution (PI) <i>Woodland Elementary School</i> West – Planned Unit Development with Planned Development Overlay (PUD/PD) <i>Noble Office Park</i>
Neighborhood	Founders
Site Area	1 acre
Building Area	9,455 ft ²
Number of Parking Spaces	28
Conforms to:	
	Land Use Plan – Yes
	Zoning Code – No, variances needed
	Variances Needed – To side yard setback and perimeter landscaping
Notification	65 Mailed Notices 1 Proposed Development Sign Sun-Post Legal Notices Neighborhood Update Email – Founders, Pinebrook, and Eidem

Building Design

The one-level building will have a mix of stone, fiber cement board panels and lap siding, and large windows. A hip roof will give it a residential look. This building will have some similarities, but it will not resemble the neighboring Noble Office Park buildings. The recommended changes in materials described later in this section are intended to help achieve a cohesive look for the development.

The building is shown on the eastern part of the lot. The side-yard setback for a business building in the PUD is 40 feet. The applicant is proposing a 15-foot setback. A variance is required for this setback. The following section is from City Code related to variances. Attached to this report is the applicant’s justification for the variance.

§ 152.034 VARIANCE.

(A) *Purpose.* The purpose of a variance is to provide for deviations from the requirements of this chapter including restrictions placed on non-conformities. Variances shall only be permitted when they are in harmony with the general purposes and intent of this chapter and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the requirements of this chapter.

(B) *Review Standards.* **PRACTICAL DIFFICULTIES**, as used in connection with the granting of a variance, means:

(1) The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.

(2) The plight of the landowner is due to circumstances unique to the property and not created by the landowner.

(3) Granting of the variance will not alter the essential character of the area or neighborhood where the property is located.

(4) Economic considerations alone do not constitute practical difficulties.

(5) There is inadequate access to direct sunlight for a solar energy system.

(C) *Procedure.* The procedures for application and public hearing of a variance request is described in § 152.031.

(D) *Conditions.* The Board of Appeals and Adjustments or the City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance. No building permit may be issued except in compliance with the conditions of the variance.

Next door at the Noble Office Park, the developer used a Planned Development Overlay for the reduced setback and in exchange constructed an all-masonry building. Staff has been working with the applicant on using building materials to help with Practical Difficulty #3, so that the proposed building closer ties into the adjacent buildings for a better fit into the business neighborhood (photos are attached to this report). The applicant's architect has included a light brick wainscot and shingle colors to match the office buildings and using the wood-grained Nichiha used on CVS on the gable ends. These materials should tie the building into the neighborhood.

Access and Parking

Access to the site was installed with the development of the Noble Office Park in 2004. This shared driveway provides access to the two Office Park buildings to the west and the CVS store on the east. A right-in driveway provides access to CVS from Noble Parkway. Cross access easements are in place.

The main customer parking for the daycare will be along the west side of the building wrapping around the north side. Staff is primarily expected to park in two areas along the south side of the shared driveway and then to the north. This will keep the closest spaces to the front door for the child drop-offs. The applicant provided staff a parking analysis based on staffing schedules and child counts to justify the number of parking spaces being adequate for their needs.

The drive aisle is shown at 24 feet while the required width is 25 feet. The applicant has indicated that this can be modified easily at the time of building permit.

Pedestrian Connections

The site has an existing walkway along the shared frontage road. This walkway connects the Office Park buildings and the CVS store. A connection between the walkway and the trail along Oak Grove Parkway is located at the southwest corner of the daycare site.

Landscaping and Screening

The applicant provided a landscaping plan that meets the required quantities of landscape materials. The berm design along Oak Grove Parkway is similar to the neighboring CVS berm.

When the Deerhaven subdivision was constructed in 1999-2000, a row of evergreens was installed to provide screening of the office site from the single-family homes. Over the past 20 years, those trees have grown to become a good screen. The applicant was originally proposing to move some of those trees, but after discussion at the Planning Commission meeting, the applicant will instead remove the trees and replace them with new evergreens and overstory trees. The plans will be updated at the time of building permit.

The proposed northern parking row will be perched up about 3.5 feet above the storm water basin. This will allow for views of the parked cars from the neighbors' properties to the north. The relocated evergreen trees will not block the views entirely. It is recommended that a privacy fence be constructed at the north end of the parking spaces.

Lighting

The applicant provided a photometric lighting plan, but did not provide any details on lights used. It is recommended that the light poles and fixtures used must match the lights used at the new CVS store next door. Two of these lights were installed along the frontage road on this parcel. Freestanding lighting is limited to a 15-foot mounting height due to the proximity of residential property. All lighting must be downcast and shielded.

Storm Water Management

The site has a portion of a basin that is shared between the three business lots and the adjacent Deerhaven Estates subdivision; however, this basin is not sufficient to meet the current Watershed rules. The applicant will be increasing the basin slightly. A rain garden will be installed along the east side of the driveway to Oak Grove Parkway. Finally, the northern eleven parking spaces will be constructed out of pervious pavement. The plans were reviewed by the City's Water Resources Engineer who noted that the site used a 1-inch rainfall for the calculation rather than the 1.3-inch requirement. Additional parking spaces will need to be converted to pervious pavement to make up this difference. The storm water plans are required to be modified to meet the Watershed's rules. A storm water maintenance agreement is required and needs to include twice-annual cleaning of the pervious pavement.



Photo 1. The neighboring Noble Office Park Building (09-04-2019).



Photo 2. The wood-grain Nichiha panel on CVS (09-04-2019).



Photo 4. CVS' parking lot lighting (09-04-2019).



Photo 4. The existing large evergreens along the northern portion of the property (09-04-2019).

MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – September 11, 2019
Unapproved Minutes

1. CALL TO ORDER

The meeting was called to order at 7:00 PM.

2. ROLL CALL/PLEDGE OF ALLEGIANCE

Those present were: Commissioners Hanson, Herbers, Husain, Kiekow, Mersereau, Mohamed, Morton-Spears, Vosberg; Council Liaison West-Hafner; Senior City Planner Larson; Planning Director Sherman; Planning Program Assistant Davis; Neighborhood Preservation Specialist Peterson; Environmental Health Manager Newby.

Those not present were: Commissioner Kisch.

6. PUBLIC HEARING

C. “New Creations Daycare” (Amcon Construction Company) – Site Plan Review for a daycare with a request for a side yard setback Variance at 4500 Oak Grove Parkway.

Senior Planner Larson introduced the application for New Creations Daycare for a Site Plan Review and side yard setback Variance. The site is located in a Planned Unit Development, in between Noble Office Park and the new CVS store.

Wayde Johnson, Amcon Construction, representing New Creations Daycare, introduced the co-owners of the business. Angi Carlson and Tiffany Simon stated that they are excited to open this new location.

Commissioner Chair Hanson opened the public hearing.

Sarah Maxwell, 9812 Evergreen Avenue, stated that she is her child attends New Creations and she is happy to see it locate closer to her home as the owners have been good to her and her family.

Angela & Mark Schmidt, 4413 Impatiens Ave N, stated concerns with the project including drainage and flooding in their yards and screening if the trees are removed.

Jim Skoglund, manager of Noble Office Park, stated that he is in favor of the project.

Seeing no one else approach the podium, Commissioner Chair Hanson closed the public hearing.

The Commission discussed tree removal.

Commissioner Mohamed expressed concern about the noise from the kids impacting the adjacent homes.

The applicants confirmed that not all the children are outside at the same time.

Commissioner Morton-Spears, a daycare business owner, provided her own experience that the noise from kids is minimal.

Senior Planner Larson indicated a privacy fence will be included to keep the car lights when parking from impacting the residential neighbors.

Commissioner Morton-Spears expressed concern about the placement of the garbage in relation to the kids play area.

The applicants confirmed that the garbage is where it needs to be for the trash hauler to have access, and that it is housed within brick walling that separates it from the play area.

MOTION MERSEREAU, SECOND VOSBERG TO RECOMMEND APPROVAL OF SITE PLAN REVIEW WITH VARIANCE FOR A DAYCARE BUSINESS AT 4500 OAK GROVE PARKWAY NORTH, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.



DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONTRACTING

TO: BROOKLYN PARK STAFF, PLANNING COMMISSION, AND CITY COUNCIL

FR: WAYDE JOHNSON – AMCON CONSTRUCTION

RE: REQUEST FOR ZONING VARIANCE

DATE: 9/4/19

PROJECT: NEW CREATIONS DAYCARE

ADDRESS: 4500 OAK GROVE PARKWAY

(1) *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

This does not really apply since we are using the property with a use that is permitted by the ordinance as a conditional use within this zoning district, regardless of setback.

(2) *The plight of the landowner is due to circumstances unique to the property and not created by the landowner.*

The existing setback was not created by the petitioner, but rather by the previous developer of the site – CVS – using a plan that was inefficient with multiple drives, driven by an artificially imposed setback.

(3) *Granting of the variance will not alter the essential character of the area or neighborhood where the property is located.*

Granting of this variance will not alter the essential character of the neighborhood, preserves the essential character of the adjoining properties with a generally consistent building spacing as demonstrated on Exhibit B.

(4) *Economic considerations alone do not constitute practical difficulties.*

The size of the childcare building is somewhat directly tied to its economic viability. Generally, most successful childcare centers are in the 10,000 - 12,000 SF range (See Exhibit A – Parking and Occupancy Comparables). While we recognize that we cannot obtain a building of that size on this site, we are proposing a building that, while still economically viable, is the smallest building we can propose to sustain its own economic vitality.

(5) *There is inadequate access to direct sunlight for a solar energy system.*

This does not apply, however the positioning of the building closer to the east property line does preserve the solar access of the existing structures a mere 10.7' off our west property line.

Given the demonstration of equivalent building and parking coverage, demonstration of a reasonably equivalent building spacing within the development, and compliance with the test of the variance, we respectfully request the building, as proposed, be approved with the 15' setback, consistent with, and farther than, the existing commercial structure to the west.



We are excited to continue business in the city of Brooklyn Park, and look forward to any questions you have.

Sincerely,

Amcon Construction

A handwritten signature in black ink that reads "Wayde Johnson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Wayde Johnson

Attachments:

Exhibit A – Parking and Occupancy Comparable

Exhibit B – NCC Site Usage Analysis



NEW CREATIONS
CHILD CARE & LEARNING CENTER

August 2019

New Creations was founded in 2011 as a way of providing quality, affordable, Christ-centered, child care to our community. The early childhood education field is different from other businesses, and we understand that. We don't "make" a product. We "are" our product. Our success depends on how we treat our community. At New Creations we take great pride in creating a foundation of lifelong learning for each child. We have 8 additional locations in the Twin Cities area including Andover, Blaine, Big Lake, Brooklyn Park, Crocus Hill, Lino Lakes, Maple Grove and Ramsey. Each location has a current enrollment of between 60 and 120 children.

For our newest location in Brooklyn Park, we will have 2 infant classrooms (24 infants, ages 6 weeks to 14 months), 2 toddler classrooms (42 toddlers, ages 15 months to 36 months), and 3 preschool classrooms (60 preschoolers, ages 3 years and older). This center will also include an indoor large motor area, library, indoor and outdoor play areas, lactation room for nursing moms, warming kitchen for our catered meals as well as a staff lounge. We also anticipate employing between 20-30 people, with only 15-18 in attendance at any given time.

Our nutrition program is a catered meal program that is delivered daily to the building just prior to serving. The food temperature will be maintained with counter top steam trays and then the food will be plated and delivered to the classrooms from the designated warming kitchen. We will not be cooking food at this location. Kitchen will include refrigerator, freezer, countertop steam tray as well as all required sinks, drains and countertops.

Our business model will continue to be to offer educationally focused child care at an affordable tuition rate. We strive to provide a family atmosphere for not only our clients but also our staff.

We hope to start construction on the site as soon as we receive approval from the city of Brooklyn Park and hope to open early 2020.

Sincerely,

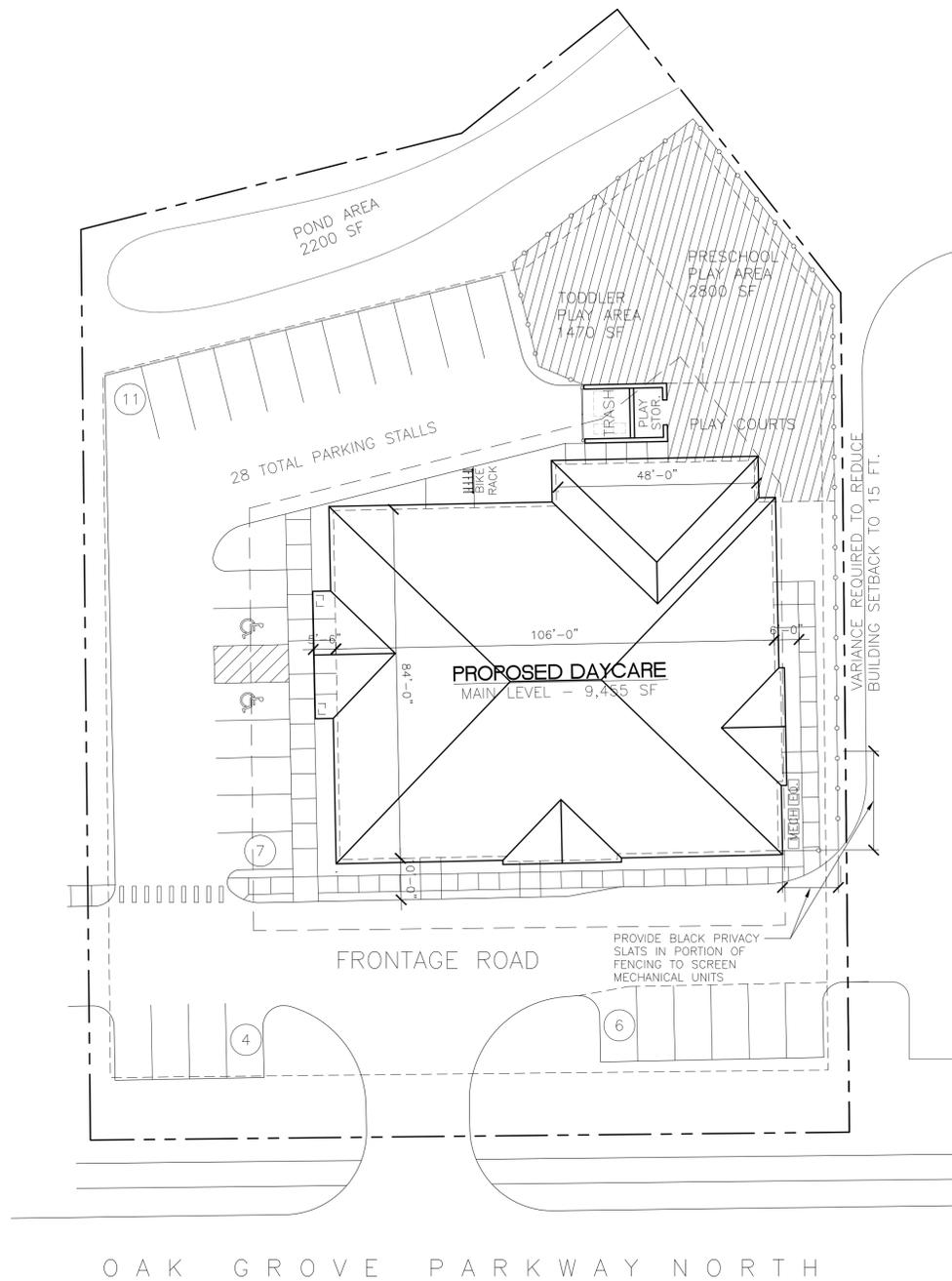
New Creations Child Care and Learning Center

12267 Aberdeen St NE, Blaine, MN 55449

PREFINISHED BLACK VINYL COATED INTERMEDIATE POST
 PREFINISHED BLACK VINYL COATED FENCING



PROPOSED FENCE DETAIL



PRELIMINARY SITE PLAN



- PRELIMINARY/NOT FOR CONSTRUCTION
- PERMIT/BID SET
- CONSTRUCTION SET
- AS-BUILT SET
- NOT TO SCALE

ISSUES/REVISIONS

PRELIMINARY SITE PLAN

DATE 08.23.19
A1.0
 PROJECT NO. —

Proposed New Building:
New Creations Daycare
 Oak Grove Pkwy N/ Noble Pkwy N, Brooklyn Park, MN

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CERTIFICATION
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 MARK R. HUIS, P.E. # 20501
 DATE

AMCON
 DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONTRACTING
 651 BLAVER ROAD, SUITE 101
 MINNETONKA, MINNESOTA 55345
 PHONE: 952-379-9690 FAX: 952-379-9691



NEW CREATIONS DAYCARE - BROOKLYN PARK 06 SEPTEMBER 2019

5616 DALRYMPLE RD
 EDINA, MN 55424
 BUS: (612) 220-0152
 email: info@elliottdesignbuild.com

**NEW CREATIONS
 DAYCARE**
 4500 OAK GROVE PKWY N
 BROOKLYN PARK, MN 55443

 6121 Baker Road, Suite 101
 Minnetonka, MN 55345

PROJECT NO. E323

DATE 4-29-19

REVISION	NO.	DATE
CITY COMMENTS	1	8-26-19

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**
CIVIL SHEET INDEX

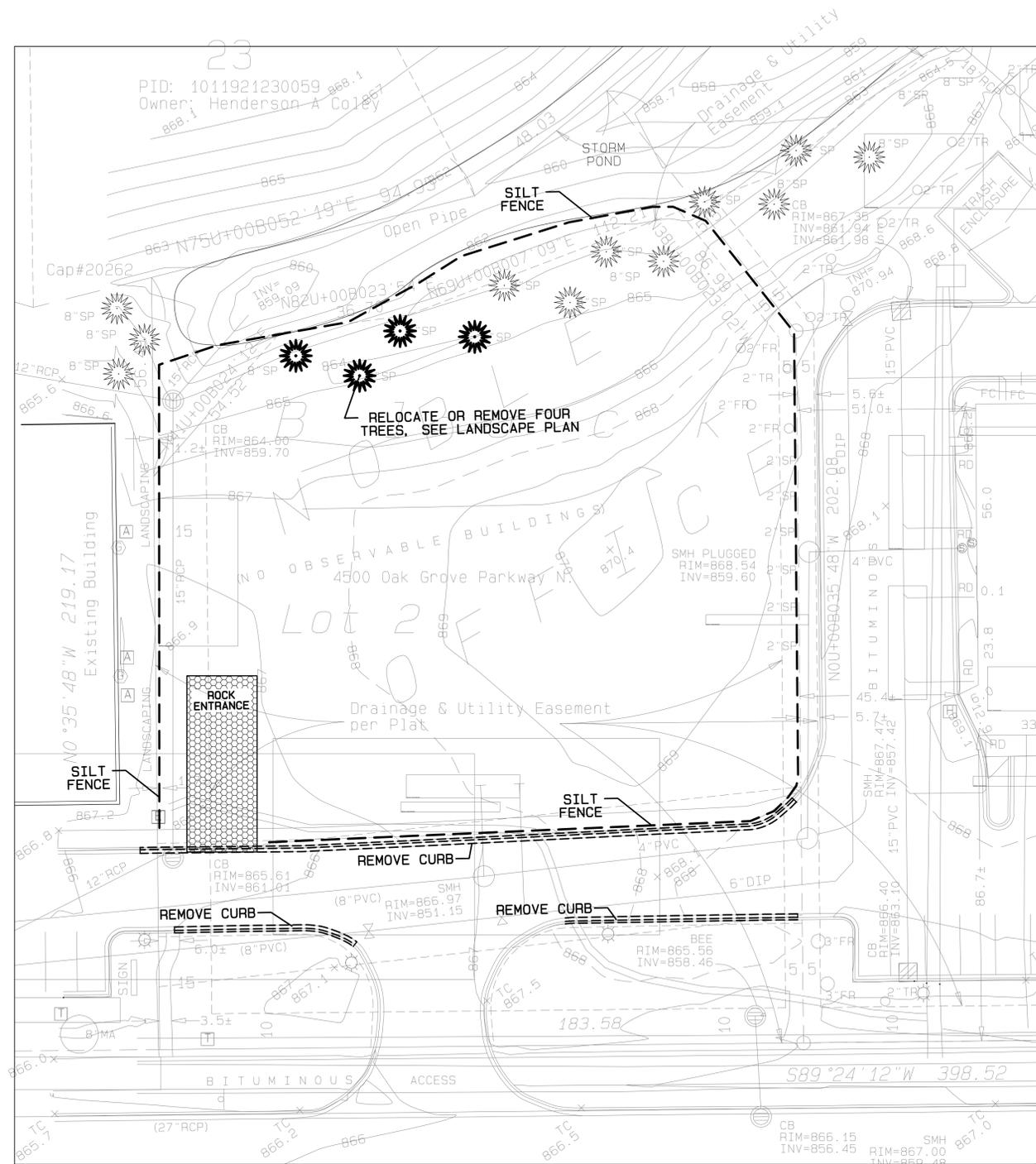
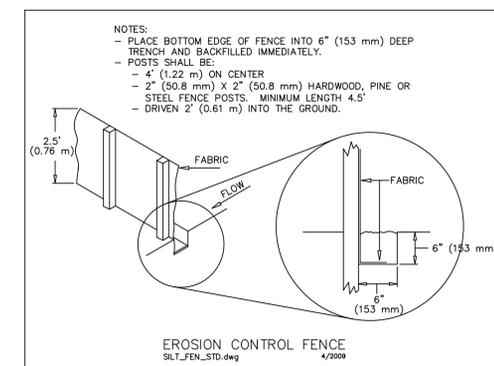
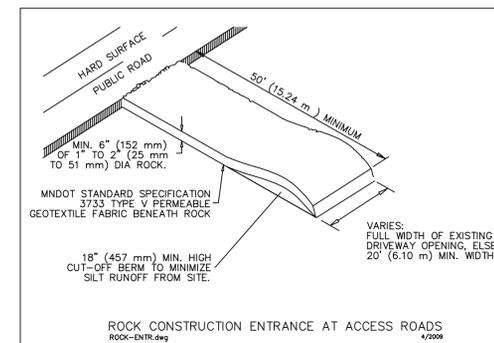
SHEET	TITLE
C1	EROSION CONTROL AND REMOVALS
C2	GRADING PLAN
C3	UTILITY PLAN
C4	SITE PLAN
L1	LANDSCAPE PLAN

 DRAWING TITLE:
**EROSION CONTROL
 & REMOVALS PLAN**

DRAWING NUMBER:

C1
GENERAL NOTES:

- ALL ELEVATIONS ARE FINISH GRADE.
- CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE PRIOR TO BIDDING TO ASSURE SCOPE OF WORK IS UNDERSTOOD AND IS TO CONTACT ENGINEER PRIOR TO BIDDING FOR ANY CLARIFICATION NEEDED. THERE WILL BE NO ADDITIONAL COMPENSATION FOR ITEMS THAT COULD HAVE BEEN CLARIFIED PRIOR TO BID SUBMITTALS.
- SEE SITE PLAN FOR PAVEMENT SECTIONS AND POROUS PAVEMENT DETAILS
- CONTRACTOR TO FOLLOW ALL CITY OF BROOKLYN PARK RMNTS AND ALL WORK TO MEET LOCAL, STATE, AND FEDERAL CODES.
- ALL MATERIALS AND WORKMANSHIP TO MEET MNDOT SPECIFICATIONS
- SEE SOIL REPORT FOR OTHER GRADING AND COMPACTION REQUIREMENTS
- STATE LAW REQUIRES NOTIFICATION OF GOPHER ONE CALL FOR LOCATION OF UTILITY OWNED LINES 48 HOURS PRIOR TO BEGINNING WORK. PRIVATE UTILITY LINES WILL NOT BE LOCATED AS PART OF GOPHER ONE CALL, BUT CAN BE LOCATED BY A CONTRACT LOCATOR OR OTHER SUITABLE MEANS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITY LINES PRIOR TO CONSTRUCTION.


EROSION CONTROL STANDARD NOTES

- INSTALL SILT FENCE AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO BEGINNING CONSTRUCTION. INSTALL SILT FENCE WITH POST SPACING OF 4 FEET OR LESS. DRIVE POSTS AT LEAST 1 FOOT INTO THE GROUND. ANCHOR THE SILT FENCE FABRIC IN A TRENCH (AT LEAST 6 INCHES DEEP AND 6 INCHES WIDE) DUG ON THE UP-SLOPE SIDE OF THE SUPPORT POSTS. LAY THE FABRIC IN THE TRENCH AND THEN BACKFILL AND COMPACT. MAKE ANY SPLICES IN THE FABRIC AT A FENCE POST. AT SPLICES, OVERLAP THE FABRIC AT LEAST 6 INCHES, FOLD IT OVER, AND SECURELY FASTEN IT TO THE FENCEPOST. SILT FENCE SUPPORTING POSTS SHALL BE 2-INCH SQUARE OR LARGER HARDWOOD, PINE, OR STANDARD T- OR U-SECTION STEEL POSTS. POSTS SHALL HAVE A MINIMUM LENGTH OF 30 INCHES PLUS BURIAL DEPTH.
- REMOVE ALL TEMPORARY SYNTHETIC, STRUCTURAL, NON BIODEGRADABLE EROSION AND SEDIMENT CONTROL DEVICES AFTER THE SITE HAS UNDERGONE FINAL STABILIZATION.
- REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PUBLIC AND PRIVATE PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS THROUGHOUT THE DURATION OF THE CONSTRUCTION. CLEAN PAVED ROADWAYS BY SHOVELING OR SWEEPING. STREET WASHING IS ALLOWED ONLY AFTER SHOVELING OR SWEEPING HAS REMOVED SEDIMENT.
- MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS. REMOVE ACCUMULATED SEDIMENT DEPOSITS FROM BEHIND EROSION AND SEDIMENT CONTROL DEVICES AS NEEDED. DO NOT ALLOW SEDIMENT TO ACCUMULATE TO A DEPTH OF MORE THAN ONE-HALF OF THE HEIGHT OF THE EROSION AND SEDIMENT CONTROL DEVICES. IMMEDIATELY REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES.

- TEMPORARILY OR PERMANENTLY STABILIZE ALL DENUDED AREAS WHICH HAVE BEEN FINISH GRADED, AND ALL DENUDED AREAS IN WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 14 DAYS. USE SEEDING AND MULCHING, EROSION CONTROL MATTING, AND/OR SODDING AND STAKING IN GREEN SPACE AREAS. USE EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED.

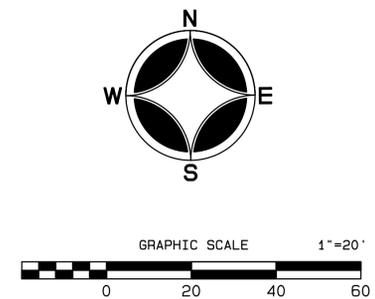
- PERFORM ALL EROSION CONTROL PRACTICES IN ACCORDANCE WITH THE METHODS OUTLINED IN THE BEST MANAGEMENT PRACTICES HANDBOOK: "PROTECTING WATER QUALITY IN URBAN AREAS," PUBLISHED BY THE MINNESOTA POLLUTION CONTROL AGENCY.

- INSTALL INLET PROTECTION AT ALL CATCH BASIN INLETS, WHICH RECEIVE RUNOFF FROM THE DISTURBED AREAS. CATCH BASIN INSERTS OR STAKED SILT FENCE IS THE BEST OPTION.

- UNLESS OTHERWISE NOTED, THE APPROPRIATE DATES FOR SPRING SEEDING/SODDING ARE FROM APRIL 15 THROUGH JUNE 1. FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 THROUGH NOVEMBER 1; FALL SEEDING FROM AUGUST 15 THROUGH SEPTEMBER 15. SEEDING MUST TAKE PLACE PRIOR TO SEPTEMBER 15. AFTER SEPTEMBER 15, WAIT UNTIL NOVEMBER 1 TO PERFORM DORMANT SEEDING.

- LOCATE SOIL OR DIRT STOCKPILES CONTAINING MORE THAN 10 CUBIC YARDS OF MATERIAL WITH A DOWN SLOPE DRAINAGE LENGTH OF NO LESS THAN 25 FEET FROM THE TOE OF THE PILE TO A ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT FENCE BARRIERS AROUND THE PILES. DURING STREET REPAIR, COVER CONSTRUCTION SOIL OR DIRT STOCKPILES LOCATED CLOSER THAN 25 FEET TO A ROADWAY OR DRAINAGE CHANNEL WITH TARPS, AND PROTECT STORM SEWER INLETS WITH BLOCK AND ROCK SEDIMENT FILTERS OR SILT FENCE.

- CONSTRUCT ALL PROPOSED SIDE SLOPES WITH GRADES NOT EXCEEDING 3:1 (3 HORIZONTAL TO 1 VERTICAL).





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EDINA, MN 55424
BUS: (612) 220-0152
email: info@elliottdesignbuild.com

**NEW CREATIONS
DAYCARE**
4500 OAK GROVE PKWY N
BROOKLYN PARK, MN 55443

AMCON
6121 Baker Road, Suite 101
Minnetonka, MN 55345

PROJECT NO. E323

DATE 4-29-19

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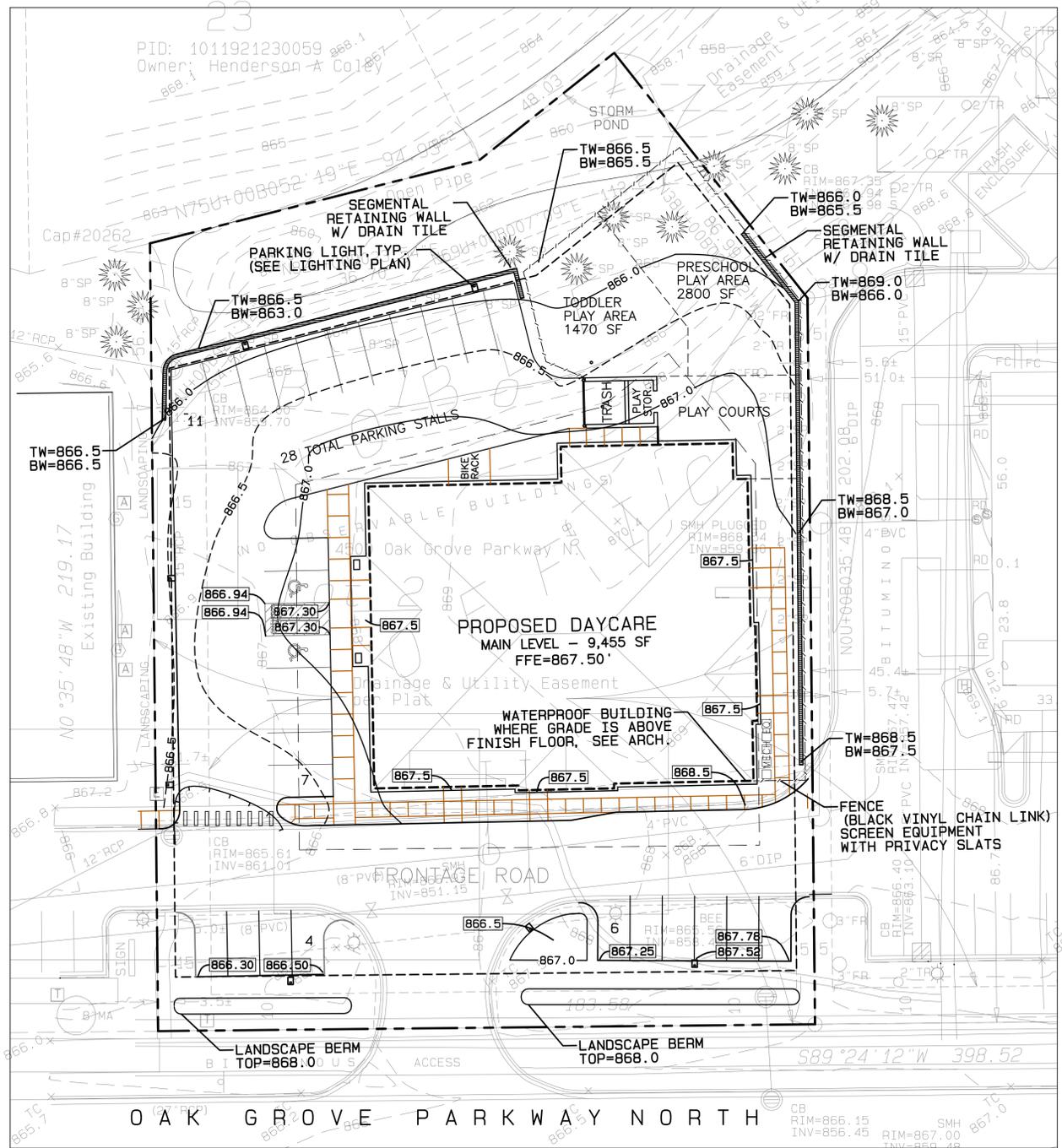
**GRADING
PLAN**

DRAWING NUMBER:

C2

GENERAL NOTES:

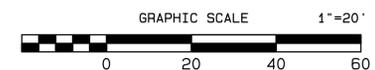
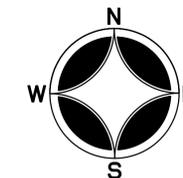
1. ALL ELEVATIONS ARE FINISH GRADE.
2. CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE PRIOR TO BIDDING TO ASSURE SCOPE OF WORK IS UNDERSTOOD AND IS TO CONTACT ENGINEER PRIOR TO BIDDING FOR ANY CLARIFICATION NEEDED. THERE WILL BE NO ADDITIONAL COMPENSATION FOR ITEMS THAT COULD HAVE BEEN CLARIFIED PRIOR TO BID SUBMITALS.
3. SEE SITE PLAN FOR PAVEMENT SECTIONS AND POROUS PAVEMENT DETAILS
4. CONTRACTOR TO FOLLOW ALL CITY OF BROOKLYN PARK RMQNTS AND ALL WORK TO MEET LOCAL, STATE, AND FEDERAL CODES.
5. ALL MATERIALS AND WORKMANSHIP TO MEET MnDOT SPECIFICATIONS
6. SEE SOIL REPORT FOR OTHER GRADING AND COMPACTION REQUIREMENTS
7. STATE LAW REQUIRES NOTIFICATION OF GOPHER ONE CALL FOR LOCATION OF UTILITY OWNED LINES 48 HOURS PRIOR TO BEGINNING WORK. PRIVATE UTILITY LINES WILL NOT BE LOCATED AS PART OF GOPHER ONE CALL, BUT CAN BE LOCATED BY A CONTRACT LOCATOR OR OTHER SUITABLE MEANS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITY LINES PRIOR TO CONSTRUCTION.



EROSION CONTROL STANDARD NOTES

- 1) INSTALL SILT FENCE AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO BEGINNING CONSTRUCTION. INSTALL SILT FENCE WITH POST SPACING OF 4 FEET OR LESS. DRIVE POSTS AT LEAST 1 FOOT INTO THE GROUND. ANCHOR THE SILT FENCE FABRIC IN A TRENCH (AT LEAST 6 INCHES DEEP AND 6 INCHES WIDE) DUG ON THE UP-SLOPE SIDE OF THE SUPPORT POSTS. LAY THE FABRIC IN THE TRENCH ANOTHER BACKFILL AND COMPACT. MAKE ANY SPLICES IN THE FABRIC AT A FENCE POST. AT SPLICES, OVERLAP THE FABRIC AT LEAST 6 INCHES. FOLD IT OVER, AND SECURELY FASTEN IT TO THE FENCEPOST. SILT FENCE SUPPORTING POSTS SHALL BE 2-INCH SQUARE OR LARGER HARDWOOD, PINE, OR STANDARD T- OR U-SECTION STEEL POSTS. POSTS SHALL HAVE A MINIMUM LENGTH OF 30 INCHES PLUS BURIAL DEPTH.
- 2) REMOVE ALL TEMPORARY SYNTHETIC, STRUCTURAL, NON BIODEGRADABLE EROSION AND SEDIMENT CONTROL DEVICES AFTER THE SITE HAS UNDERGONE FINAL STABILIZATION.
- 3) REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PUBLIC AND PRIVATE PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS THROUGHOUT THE DURATION OF THE CONSTRUCTION. CLEAN PAVED ROADWAYS BY SHOVELING OR SWEEPING. STREET WASHING IS ALLOWED ONLY AFTER SHOVELING OR SWEEPING HAS REMOVED SEDIMENT.
- 4) MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS. REMOVE ACCUMULATED SEDIMENT DEPOSITS FROM BEHIND EROSION AND SEDIMENT CONTROL DEVICES AS NEEDED. DO NOT ALLOW SEDIMENT TO ACCUMULATE TO A DEPTH OF MORE THAN ONE-HALF OF THE HEIGHT OF THE EROSION AND SEDIMENT CONTROL DEVICES. IMMEDIATELY REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES.

- 5) TEMPORARILY OR PERMANENTLY STABILIZE ALL DENUEDED AREAS WHICH HAVE BEEN FINISH GRADED, AND ALL DENUEDED AREAS IN WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 14 DAYS. USE SEEDING AND MULCHING, EROSION CONTROL MATTING, AND/OR SODDING AND STAKING IN GREEN SPACE AREAS. USE EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED.
- 6) PERFORM ALL EROSION CONTROL PRACTICES IN ACCORDANCE WITH THE METHODS OUTLINED IN THE BEST MANAGEMENT PRACTICES HANDBOOK: "PROTECTING WATER QUALITY IN URBAN AREAS," PUBLISHED BY THE MINNESOTA POLLUTION CONTROL AGENCY.
- 7) INSTALL INLET PROTECTION AT ALL CATCH BASIN INLETS, WHICH RECEIVE RUNOFF FROM THE DISTURBED AREAS. CATCH BASIN INSERTS OR STAKED SILT FENCE IS THE BEST OPTION.
- 8) UNLESS OTHERWISE NOTED, THE APPROPRIATE DATES FOR SPRING SEEDING/SODDING ARE FROM APRIL 15 THROUGH JUNE 1. FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 THROUGH NOVEMBER 1; FALL SEEDING FROM AUGUST 15 THROUGH SEPTEMBER 15. SEEDING MUST TAKE PLACE PRIOR TO SEPTEMBER 15. AFTER SEPTEMBER 15, WAIT UNTIL NOVEMBER 1 TO PERFORM DORMANT SEEDING.
- 9) LOCATE SOIL OR DIRT STOCKPILES CONTAINING MORE THAN 10 CUBIC YARDS OF MATERIAL WITH A DOWN SLOPE DRAINAGE LENGTH OF NO LESS THAN 25 FEET FROM THE TOE OF THE PILE TO A ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT FENCE BARRIERS AROUND THE PILES. DURING STREET REPAIR, COVER CONSTRUCTION SOIL OR DIRT STOCKPILES LOCATED CLOSER THAN 25 FEET TO A ROADWAY OR DRAINAGE CHANNEL WITH TARPS, AND PROTECT STORM SEWER INLETS WITH BLOCK AND ROCK SEDIMENT FILTERS OR SILT FENCE.
- 10) CONSTRUCT ALL PROPOSED SIDE SLOPES WITH GRADES NOT EXCEEDING 3:1 (3 HORIZONTAL TO 1 VERTICAL).



5616 DALRYMPLE RD
EDINA, MN 55424
BUS: (612) 220-0152
email: info@elliottdesignbuild.com

**NEW CREATIONS
DAYCARE**
4500 OAK GROVE PKWY N
BROOKLYN PARK, MN 55443

AMCON
6121 Baker Road, Suite 101
Minnetonka, MN 55345

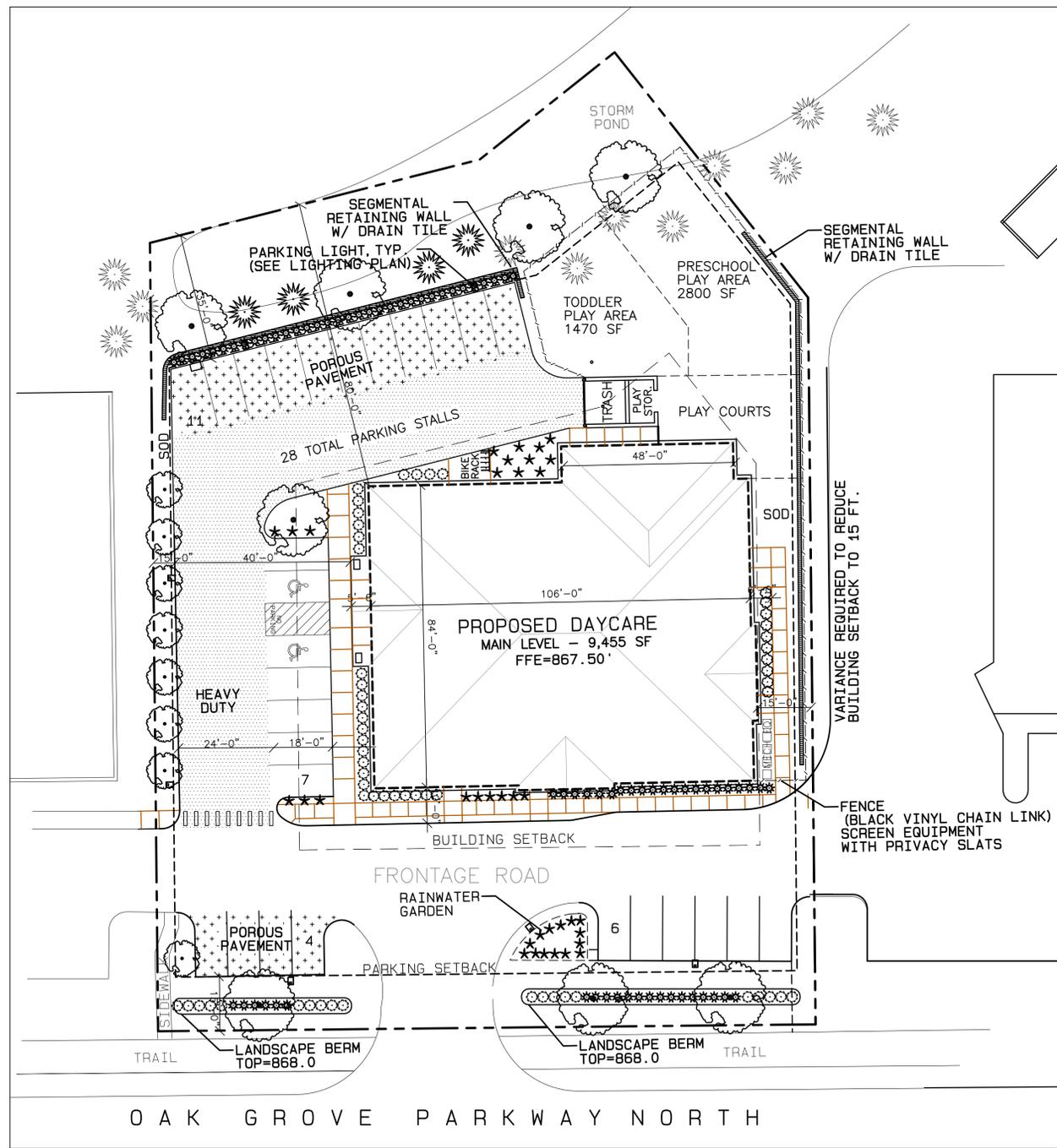
PROJECT NO.	E323
DATE	4-29-19
REVISION	NO. DATE
CITY COMMENTS	1 8-26-19

**PRELIMINARY
NOT FOR
CONSTRUCTION**

SHEET	TITLE
C1	EROSION CONTROL AND REMOVALS
C2	GRADING PLAN
C3	UTILITY PLAN
C4	SITE PLAN
L1	LANDSCAPE PLAN

DRAWING TITLE:
SITE PLAN
DRAWING NUMBER:

C4



AREA CALCULATIONS

TOTAL SITE: 43,620 SF
BUILDING COVERAGE: 9,955 SF
IMPERVIOUS PAVEMENT/SIDEWALK: 8,975 SF
TOTAL NEW IMPERVIOUS: 18,930 SF
EXISTING IMPERVIOUS: 6,040 SF
TOTAL SITE IMPERVIOUS: 24,970 SF (57%)
TOTAL OPEN AREA: 18,650 SF (43%)

PARKING CALCULATIONS

REQUIREMENTS:
1 STALL PER STAFF MEMBER: 20
1 STALL PER 7 CHILDREN (BASED ON CAPACITY OF 125 CHILDREN): 18
TOTAL STALLS REQUIRED: 38
TOTAL STALLS PROVIDED: 28 (VARIANCE REQUIRED)
ADA STALLS REQUIRED: 2 PROVIDED: 2 (ADA REQUIREMENTS MET)
REGULAR PARKING STALL DIM: 9' X 18'
MINIMUM DRIVE ISLE WIDTH: 24'

PAVING SECTIONS:

HEAVY DUTY (DRIVES):
4" ASPHALT (2.0" MV4 BASE 2.0" MV3 WEAR)
8" MnDOT CLASS V BASE

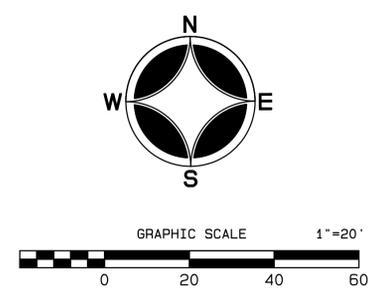
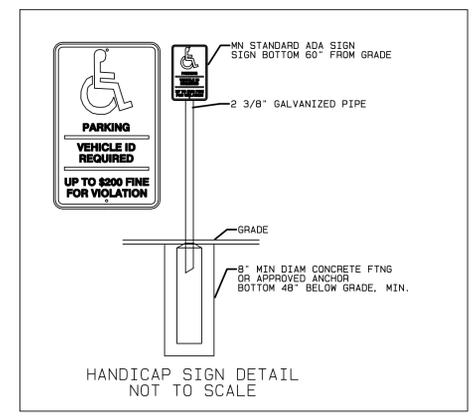
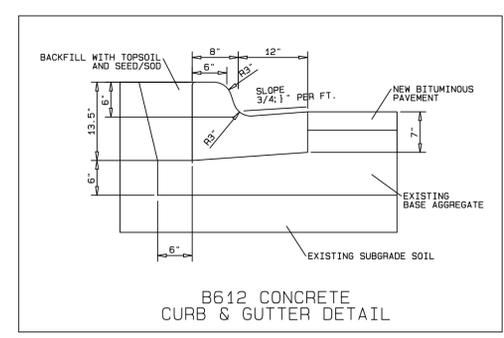
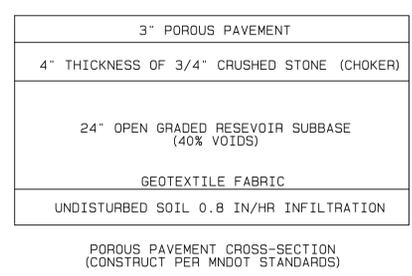
LIGHT DUTY (PARKING SPACES):
3" ASPHALT (1.5" MV4 BASE, 1.5" MV3 WEAR)
6" MnDOT CLASS V BASE

POROUS PAVEMENT (SEE DETAIL)

CONCRETE WALKS: 5" DEPTH, 5000#, 5% AIR,
OVER 6" MnDOT CLASS V BASE

GENERAL NOTES:

- SEE ARCHITECTURAL, LANDSCAPE, AND LIGHTING PLANS FOR FURTHER REFERENCE.
- ALL CONSTRUCTION TO MEET CITY AND STATE AND FEDERAL STANDARDS. SEE CITY OF BROOKLYN PARK REQUIREMENTS.



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**NEW CREATIONS
DAYCARE**
4500 OAK GROVE PKWY N
BROOKLYN PARK, MN 55443



6121 Baker Road, Suite 101
Minnetonka, MN 55345

PROJECT NO. E323

DATE 4-29-19

REVISION	NO.	DATE
CITY COMMENTS	1	8-26-19

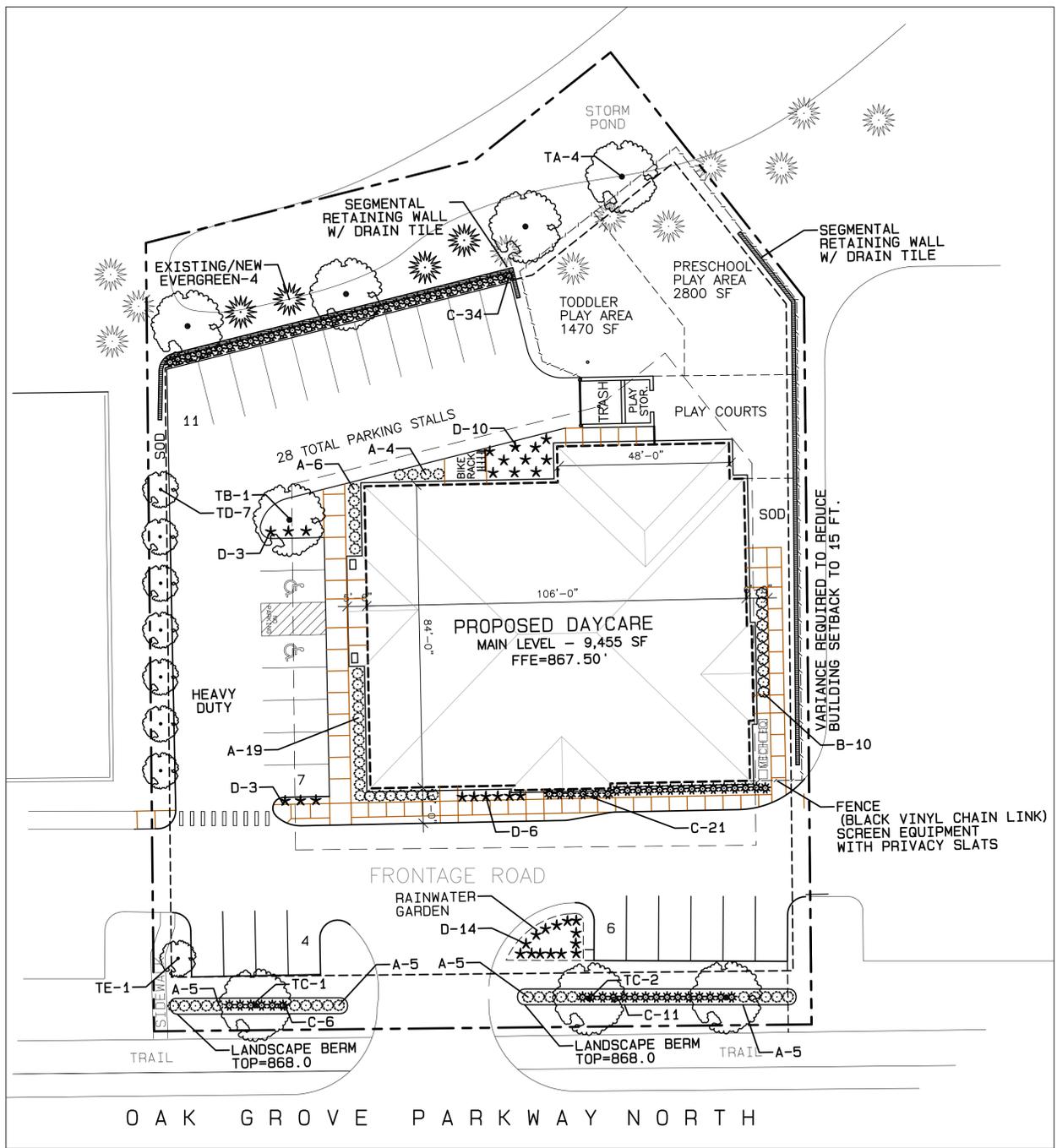
**PRELIMINARY
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CIVIL SHEET INDEX

SHEET	TITLE
C1	EROSION CONTROL AND REMOVALS
C2	GRADING PLAN
C3	UTILITY PLAN
C4	SITE PLAN
L1	LANDSCAPE PLAN

DRAWING TITLE:
LANDSCAPING PLAN

DRAWING NUMBER:
L1



- LANDSCAPE NOTES:
- SOD ALL DISTURBED AREAS
 - ALL SOD AND LANDSCAPING TO BE IRRIGATED
 - PROVIDE 4" DEPTH DARK BROWN HARDWOOD MULCH IN ALL LANDSCAPED AREAS
 - COMMERCIAL VINYL EDGING FOR ALL LANDSCAPE/LAWN TRANSITIONS
 - SEE LIGHTING PLAN FOR ALL SITE LIGHTING AMENITIES
 - MIN. 6" SALVAGED TOPSOIL FOR ALL LAWN AND LANDSCAPED AREAS

LANDSCAPE REQUIREMENTS

DESCRIPTION	REQUIRED	PROVIDED	CITY REQUIREMENT MET
1. Open Area Requirement	30% of Site: 43,620=13,086 SF	18,650 SF	YES
2. Foundation Landscaping	50% of 420LF=210 LF	223 LF	YES
1. Overstory Trees	13,086SF/3,000SF=5 Trees	5 Trees	YES
2. Ornamental Trees	13,086SF/1,500SF=9 Trees	8 Trees	YES
3. Evergreen Trees	13,086SF/3,000SF= 5 Trees	6 Trees	YES
4. Street Trees	183LF/70LF = 3 Trees	3 Trees	YES

LANDSCAPING PROVIDED (SEE BELOW)

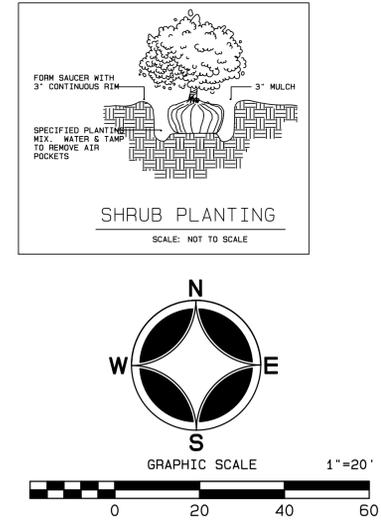
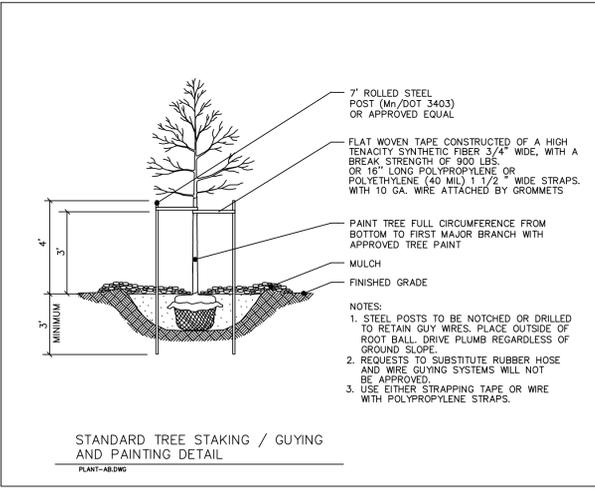
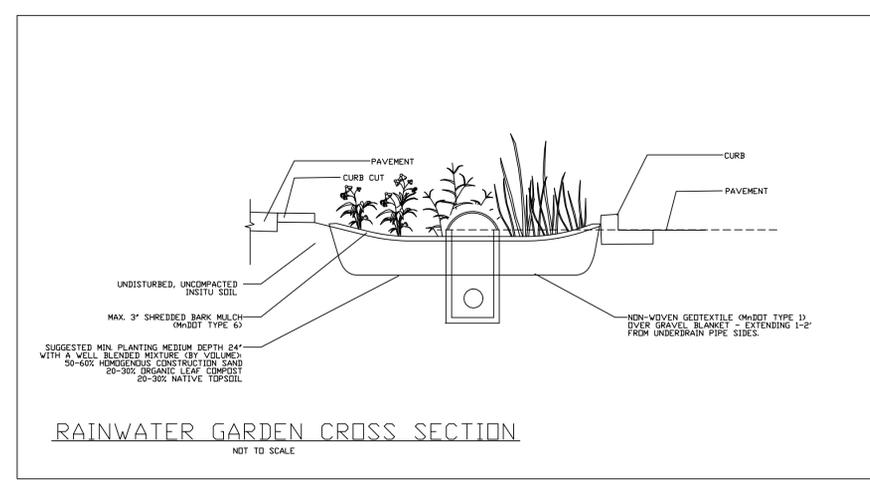
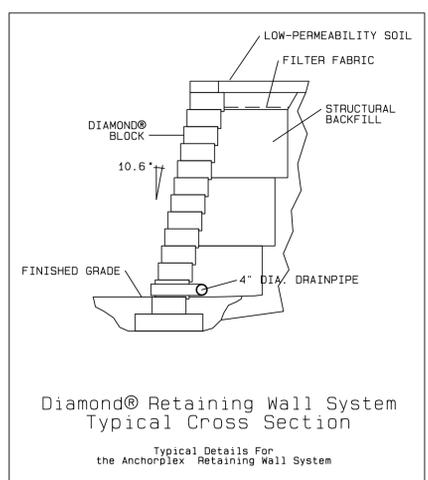
TREES

KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
EXISTING TO REMAIN		EVERGREEN	8" Diam.	4
EXIST EVERGREEN TRANSPLANTED OR REPLACED WITH 6' HIGH BLACK HILLS SPRUCE				4
PROPOSED				
TA	Acer rubrum 'Northwood'	Northwood Maple	2.5" Diam	4
TB	Acer platanoides 'Columnare'	Columnar Norway Maple	2.5" Diam	1
TC	Tilia americana 'Boulevard'	Littleleaf Linden	2.5" Diam	3
TD	Syringa reticulata 'Ivory Silk'	Japanese Tree Lilac	1.5" Diam	7
TE	Malus 'Pink Spires'	Pink Spires Crabapple	1.5 Diam	1

SITE LANDSCAPING

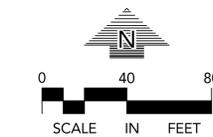
KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
A	Spirea japonica 'Neon Flash'	Neon Flash Spirea	#2	45
B	Spirea japonica 'Little Princess'	Little Princess Spirea	#2	10
C	Viburnum opulus 'Compactum'	Compact Cranberrybush Viburnum	#2	51
D	Calamagrostis x acutiflora 'Karl Foerster'	Foerster's Feather Reed Grass	#1	36

ALL LANDSCAPED AREAS 4" DEPTH OF BROWN HARDWOOD MULCH



SURVEY LEGEND – EXISTING CONDITIONS

- CATCH BASIN
- SANITARY MANHOLE
- HYDRANT
- ⊗ GATE VALVE
- ⊗ WATER MANHOLE
- ⊗ TELEPHONE PEDESTAL
- ⊗ ELECTRIC TRANSFORMER
- ⊗ ELECTRIC METER
- ⊗ LIGHT POLE
- ⊗ UTILITY MANHOLE
- ⊗ ELECTRIC MANHOLE
- RD ROOF DRAIN
- FC FIRE CONNECTION
- WATER SERVICE
- ⊡ SCHEDULE B NUMBER
- ⊡ A/C UNIT
- ⊡ CABLE TV PEDESTAL
- ⊡ GAS METER
- ⊡ HAND HOLE
- ⊡ UTILITY PEDESTAL
- ⊡ UTILITY VAULT
- AS ASH
- SP SPRUCE
- FR FRUIT
- TR TREE (GEN)
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- WATERMAIN SERVICE
- UNDERGROUND ELECTRIC
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS
- UNDERGROUND TELEPHONE
- UNDERGROUND CABLE TV
- CHAIN LINK FENCE
- WOOD FENCE
- CONCRETE CURB
- CONCRETE
- NO PARKING
- TREE LINE
- CONIFEROUS TREE
- DECIDUOUS TREE
- SPOT ELEVATION
- CONTOUR



● DENOTES 1/2 INCH OPEN IRON MONUMENT FOUND, CAPPED "LS 48988" UNLESS OTHERWISE SHOWN

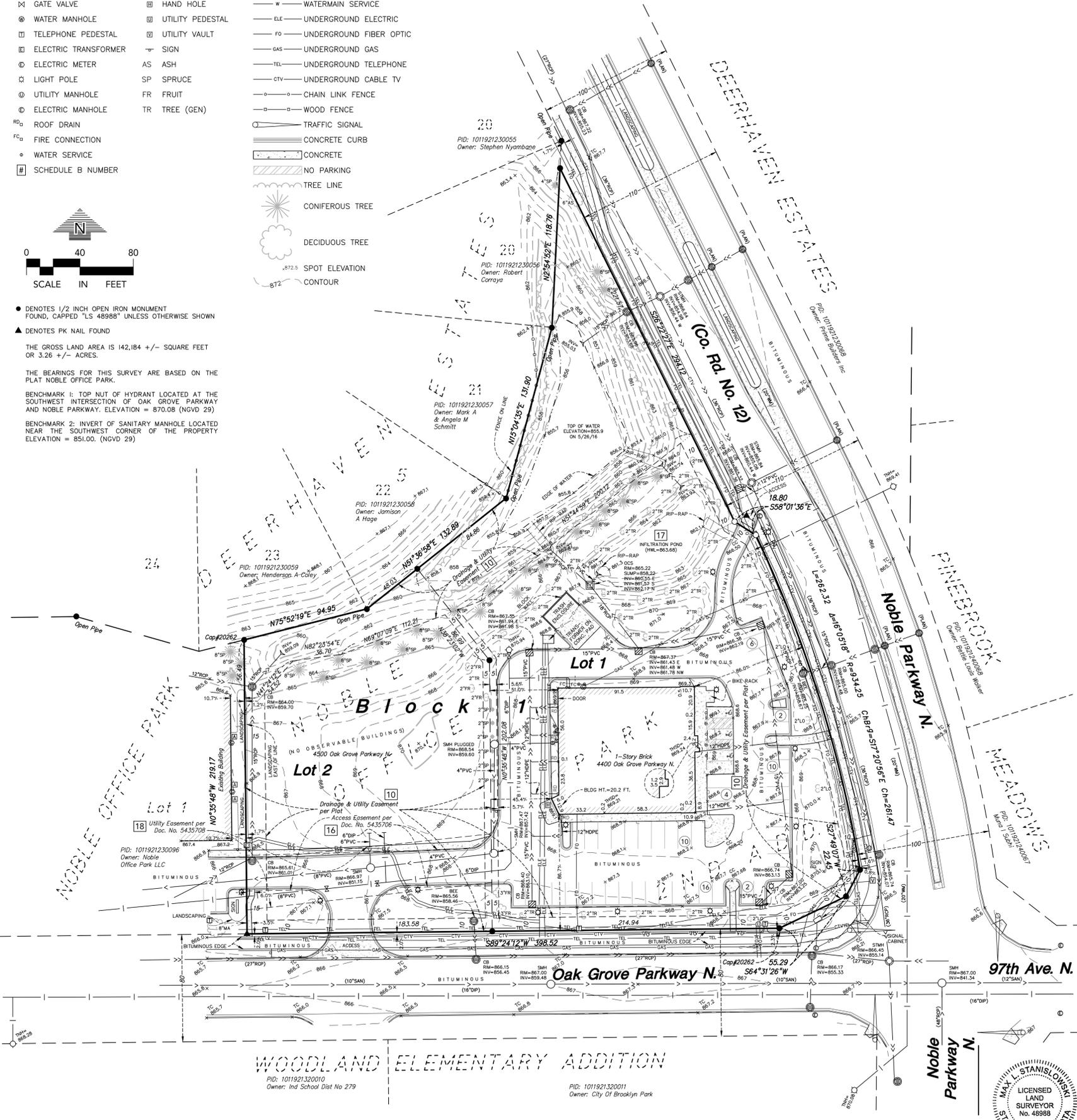
▲ DENOTES PK NAIL FOUND

THE GROSS LAND AREA IS 142,184 +/- SQUARE FEET OR 3.26 +/- ACRES.

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE PLAT NOBLE OFFICE PARK.

BENCHMARK 1: TOP NUT OF HYDRANT LOCATED AT THE SOUTHWEST INTERSECTION OF OAK GROVE PARKWAY AND NOBLE PARKWAY. ELEVATION = 870.08 (NGVD 29)

BENCHMARK 2: INVERT OF SANITARY MANHOLE LOCATED NEAR THE SOUTHWEST CORNER OF THE PROPERTY ELEVATION = 851.00 (NGVD 29)



SURVEY REPORT

The undersigned reports to CVS Pharmacy, Inc.; CVS 11070 MN, L.L.C., a Delaware limited liability company; 5 Star Development; Hincley, Allen and Snyder, LLP and Fidelity National Title Insurance Company and each of their affiliates and subsidiaries and their successors, nominees and assigns, that to the best of the undersigned's professional knowledge, information and belief:

- A. This survey is based on a field instrument survey and is also based on the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, with an effective date of February 23, 2011 and shows:
 1. A fixed and determinable position and location of the land (the "Property") described on this Survey (including the position of the point of commencement (if any) and the point of beginning);
 2. The location of all visible buildings, visible structures, and other visible, above ground improvements situated on the Property; and
 3. All driveways or other cuts in the curbs along any street upon which the Property abuts;
- B. Observable evidence of easements and/or servitudes of all kinds, such as those created by roads; rights-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed property and on adjoining properties if they appear to affect the surveyed property have been shown hereon;
- C. The character and location of all walls, buildings, fences, and other visible improvements within five feet of each side of the boundary lines have been shown.
- D. The encroachments, protrusions, overlaps or overhangs of visible improvements located on the Property that exist upon easements encumbering or appurtenant to the Property, rights-of-way or adjacent lands or that are located on adjacent land that exist upon the Property or easements encumbering or appurtenant to the Property, that I am aware of, are shown hereon and are as follows:
 - (i). Utilities at the southeast corner of the property lie outside of easement.
- E. This Survey reflects boundary lines of the Property which close by calculation;
- F. Without intending to limit any of the foregoing certifications, the undersigned made a specific examination with respect to the following items (i - ix) and reports as follows:
 - (i) Rights of way, old highways, or abandoned roads, lanes or driveways and visible drains, sewer, water, gas or oil pipe lines across the Property (as shown hereon);
 - (ii) Visible, above ground springs, streams, rivers, ponds, lakes, swamps or drainage ditches located, bordering on or running through the Property (as shown hereon);
 - (iii) Visible, above ground cemeteries or family burial grounds located on the Property (none known to me);
 - (iv) Visible, above ground telephone, telegraph, electric power or other utility poles, wires, lines or transformers overhanging or crossing or located on the Property (none known to me);
 - (v) Joint driveways or walkways and party walls or visible rights of support affecting the Property (as shown hereon);
 - (vi) Physical evidence of boundary lines of the Property (found irons shown hereon);
 - (vii) Proposed changes in street lines (none known to me);
 - (viii) Disputed boundaries (none known to me);
 - (ix) Curbing and curb cuts (as shown hereon);

- All of the same found to exist are shown upon the Survey in the locations described above.
- G. The current zoning for the Property is Planned Unit Development (PUD) per the City of Brooklyn Park planning department.
- H. The following provisions of the zoning ordinance apply to the Property:
1. Front yard set back: 50 feet
 2. Maximum height: 35 feet
 3. Rear yard set back: 40 feet
 4. Maximum bulk coverage (f.a.r.): 0.8
 5. Side yard set back: 40 feet
 6. Maximum area coverage: 75%
 7. Minimum lot size: N/A
 8. Minimum frontage: N/A
 9. On-Site parking requirements: 1/200 sq. ft. GFA

I. The Property shown on the Survey has access to and from Oak Grove Parkway North, a dedicated public roadway contiguous to the Property.

J. We have shown underground utilities on and/or serving the surveyed property per Gopher State One-Call Ticket Nos. 182691169 and 182691959. The following utilities and municipalities were notified:

CITY OF BROOKLYN PARK	(763) 493-8007	COMCAST	(800) 778-9140
CENTURYLINK	(800) 283-4237	HENNEPIN COUNTY PUBLIC WORKS	(406) 541-9571
MASTEC NORTH AMERICA, INC.	(800) 778-9140	CENTER POINT ENERGY	(800) 778-9140
OSSEO AREA SCHOOLS	(218) 346-5500	XCEL ENERGY	(800) 848-7558

- i. Utility operators do not consistently respond to locate requests through the Gopher State One Call service for surveying purposes such as this. Those utility operators that do respond, often will not locate utilities from their main line to the customer's structure or facility. They consider those utilities "private" installations that are outside their jurisdiction. These "private" utilities on the surveyed property or adjoining properties, may not be located since most operators will not mark such "private" utilities. A private utility locator may be contacted to investigate these utilities further, if requested by the client.
 - ii. The locations of underground utility lines shown hereon is an approximation based on available maps, unless otherwise noted on the survey.
 - iii. Maps provided by those notified above, either along with a field location or in lieu of such a location, are very often inaccurate or inconclusive. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 811 or (651) 454-0002.
- K. All easements and other rights in the Property appearing in the title report submitted to the undersigned, or of which the undersigned has been advised, which are capable of location on a survey have been located on the Survey.
- L. The undersigned has reviewed the Flood Insurance Rate Map issued by the Federal Emergency Management Agency under the National Flood Insurance Program applicable to the property and has determined that the property is contained in Zone X (areas determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map No. 27053C0089F, Community Panel No. 270152 0089 F, effective date of November 4, 2016.
- M. The land owner's names, shown hereon, were obtained from the Hennepin County Property Information website in October 23, 2018.
- N. Per the city planning department, the Property is not located in an area subject to a moratorium or rationing of water.
- O. Per the city planning department, the Property is not located in a historical or restricted parking district.

LEGAL DESCRIPTION

Insured Legal Description

Lot 1, Block 1, Noble Office Park 2nd Addition, Hennepin County, Minnesota.

Together with the benefits of easements and use restrictions contained in that certain Reciprocal Access Easement with Covenants and Restrictions dated April 3, 2017, recorded April 17, 2017 as Document No. 5435706.

Torrens Property - Certificate of Title No. 1442092

PID No. 10-119-21-23-0104

Address: 4400 Oak Grove Parkway North
Brooklyn Park, MN 55443

AND

Lot 2, Block 1, Noble Office Park 2nd Addition, Hennepin County, Minnesota.

Together with the benefits of easements and use restrictions contained in that certain Reciprocal Access Easement with Covenants and Restrictions dated April 3, 2017, recorded April 17, 2017 as Document No. 5435706.

Torrens Property - Certificate of Title No. 1442093

PID No. 10-119-21-23-0105

Address: 4500 Oak Grove Parkway North
Brooklyn Park, MN 55443

TITLE COMMITMENT NOTES

- The property depicted on this survey and the easements of record shown hereon are the same as the property and the easements described in the Commitment for Title Insurance issued by Fidelity National Title, Commitment No. 161750-1 Rev. 1, commitment date October 5, 2018.
- In Schedule B, Part II, Exceptions, of the above mentioned title commitment:
- Item no.'s 1-9, 11-14, 19 & 20 do not require comment.
10. Drainage and utility easements, if any, as shown on the recorded plat. **Shown hereon.**
 15. Easement in favor of Cooperative Power Association filed of record December 23, 1977, as Document No. 1252777. **Not shown hereon. Transmission lines are on the south side of Oak Grove Parkway N.**
 16. Reciprocal Access Easement with Covenants and Restrictions by and between CVS 11070 MN, L.L.C., a Delaware limited liability company and the Noble Office Park Condominium Association dated April 3, 2017 recorded April 17, 2017 as Document No. 5435706. **Shown hereon.**
 17. Declaration of Maintenance of Stormwater Facilities dated April 3, 2017, recorded April 17, 2017 as Document No. 5435707. **No easement is described in the document. The maintenance is for the infiltration pond shown on the survey.**
 18. Utility easement dated April 3, 2017, recorded April 17, 2017 as Document No. 5435708. **Shown hereon.**

ALTA/ACSM LAND TITLE SURVEY CERTIFICATION

To CVS Pharmacy, Inc.; CVS 11070 MN, L.L.C., a Delaware limited liability company; 5 Star Development; Hincley, Allen and Snyder, LLP and Executive Associates Title as agent for Fidelity National Title Insurance Company and each of their affiliates and subsidiaries and their successors, nominees and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1 - 6, 7(a), 8, 9, 11(b), 13 and 17 of Table A thereof. The field work was completed on October 2, 2018.

Date of Plat or Map: October 31, 2018

Max L. Stanislawski, PLS Minnesota License No. 48988
mstanislawski@loucksinc.com



STANDARD 9,516-LEFT CHAMFERED DRIVE-THRU

CVS STORE # 11070

NWC NOBLE PKWY (CR 12)
OAK GROVE PKWY (97TH AVE)
BROOKLYN PARK, MN

CVS CS # 99575

ARCHITECT OF RECORD



CONSULTANT:

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

DEVELOPER:



SEAL:

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

Max L. Stanislawski
Max L. Stanislawski, PLS

48988 License No. 10/26/18 Date

REVISIONS:

- 10/26/18 SURVEY ISSUED
- 10/31/18 UPDATED COMMITMENT

DRAWN BY: KMM

DATE: 10/26/18

JOB NUMBER: 07446.0B

TITLE:

ALTA/ACSM

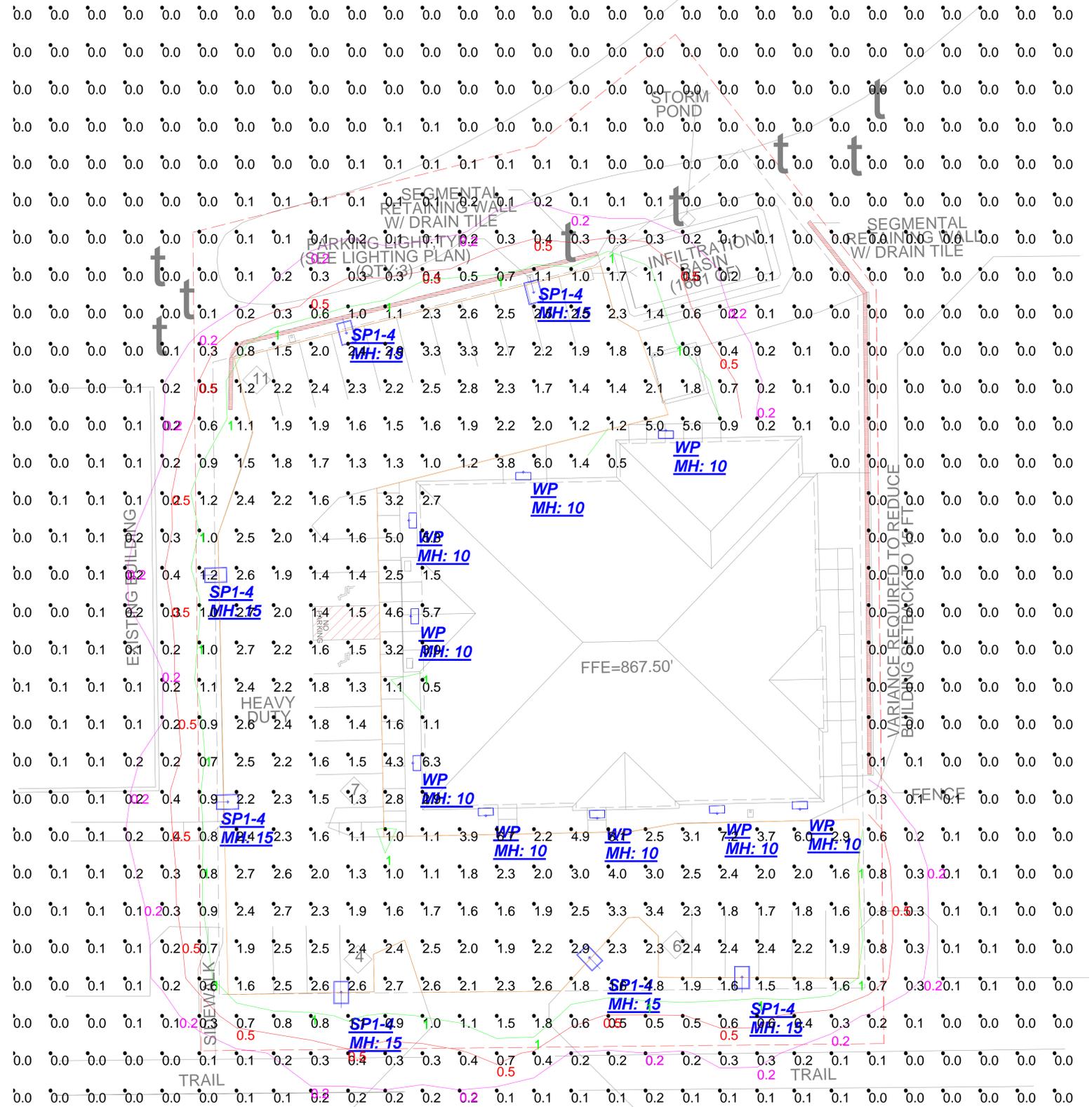
Land Title Survey

SHEET NUMBER:

COMMENTS:

Luminaire Schedule							
Symbol	Qty	Label	Description	Arrangement	Lum. Lumens	Lum. Watts	LLF
☐	7	SP1-4	RAR1-80L-50-4K7-4W	SINGLE	6245	49.8	0.900
☐	9	WP	SG1-20-4K7-FT	SINGLE	2310	20.9	0.900

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.69	8.1	0.0	N.A.	N.A.
Parking Lot	Illuminance	Fc	2.20	7.2	1.0	2.20	7.20



1. Standard Reflectance of 80/50/20 unless noted otherwise
2. Not a Construction Document, for Design purposes only
3. Standard indoor calc points @ 30" A.F.F. unless noted otherwise
4. Standard outdoor calc points @ Grade unless noted otherwise
5. Mlazgar Associates assumes no responsibility for installed light levels due to field conditions, etc.



MLAZGAR ASSOCIATES
 10340 VIKING DR.
 SUITE 150
 EDEN PRAIRIE, MN 55344
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#	Date	Comments

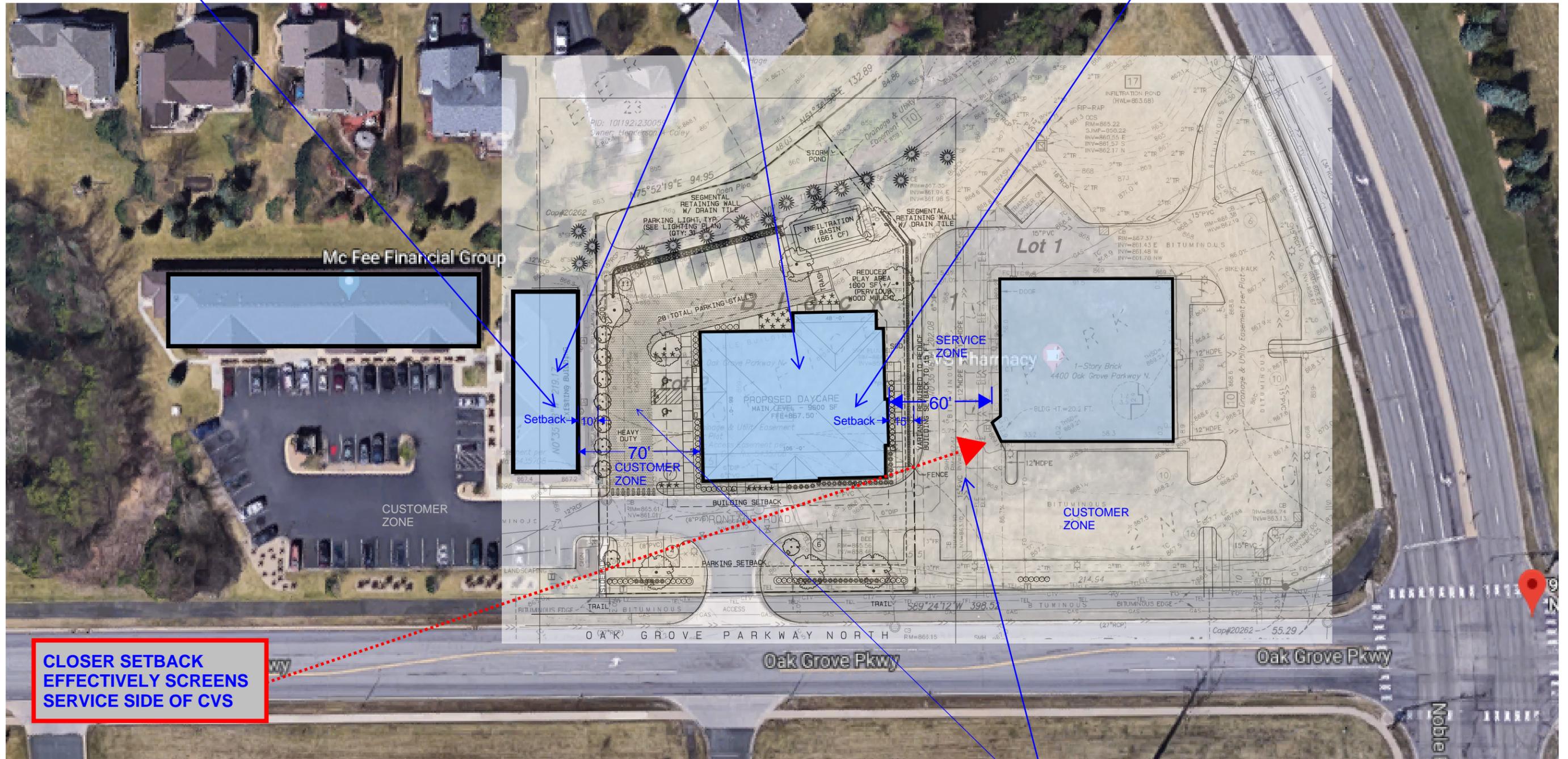
RLMA Project #: 80753
 Drawn By: JT
 Date: 8/12/2019
 Scale: 1/16" = 1'-0"

SITE PLAN
 NEW CREATIONS DAYCARE
 BROOKLYN PARK, MN

10.7' AS-BUILT SETBACK

SIMILAR ROOF STYLE

15' PROPOSED SETBACK



CLOSER SETBACK EFFECTIVELY SCREENS SERVICE SIDE OF CVS

SITE MASSING EXHIBIT
NEW CREATIONS CHILDCARE

VISUALLY CONSISTENT
SPACING OF BUILDING MASS

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	September 23, 2019
Agenda Section:	General Action Items	Originating Department:	Finance
Resolution:	XXX	Prepared By:	LaTonia Green, Finance Director
Ordinance:	N/A		
Attachments:	3	Presented By:	Jay Stroebel, City Manager LaTonia Green, Finance Director
Item:	Council Adoption of Preliminary 2020 Property Tax Levies and Preliminary 2020-2021 General Fund and Debt Service Funds Budgets		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING THE 2020-2021 PRELIMINARY GENERAL AND DEBT SERVICE FUNDS BUDGETS.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ ADOPTING THE PRELIMINARY 2020 GENERAL AND DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES AND CERTIFYING THEM TO HENNEPIN COUNTY.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ ADOPTING A PRELIMINARY SPECIAL BENEFIT HRA TAX LEVY AND A PRELIMINARY EDA CITY TAX LEVY FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY UNDER ITS HOUSING AND REDEVELOPMENT POWERS FOR THE YEAR 2020, CERTIFYING THEM TO HENNEPIN COUNTY.

Overview:

This represents the first action of the 2020-2021 Budget process. The Council is being asked to consider the adoption of the 2020-2021 Council Preliminary Budget for the General Fund and Debt Service Funds. In addition, the Council needs to consider adopting the 2020 Preliminary Property Tax levies, which are required to be submitted to Hennepin County by September 30, 2019.

This is the beginning of a two-year budget-cycle, which is allowing the City to better prepare for, and respond to the changes in local government funding we've faced over the last several years, thus building stability into the budget process. A stable budget cycle means policymakers, senior management, employees and residents will have better information for making adjustments and prioritizing budget allocations.

At the September 3, 2019 City Council work session, the Council was presented with the 2020-2021 Council Preliminary Budget and Preliminary Tax Levy.

The 2020-2021 Council Preliminary Budgets are estimated to be \$54.3 million and \$56.2 million respectively, which represents a 4.2% increase in 2020 over the 2019 Final Amended Budget of \$52.2 million. For 2021, the General Fund Budget is estimated to increase by an additional 3.3%. This represents the beginning of our budget discussion, which is anticipated to conclude on December 9, 2019.

For 2020, there are no levy limits to be considered and the Council was shown an initial preliminary levy totaling \$49.1 million, which represents a 6% increase over 2019. The Fiscal Disparities tax distribution for the General Fund is \$8.4 million (\$132K allocated to HRA) or approximately an 8% increase from 2019.

As we look to the budget challenges that we face in 2020 and beyond, the Council needs to determine the levy that will best meet the City's needs. Additionally, for 2020, 2021 and future years, discussion surrounding the use of Local Government Aid (LGA) for operations and the stability and sustainability of fund balances and service levels will require Council decisions in these areas. Please keep in mind that, once set, the Council may lower the preliminary levy, but may not increase it.

The Preliminary 2020 Levies as compared to 2019 are shown below:

	2019 Final Adopted	2020 Preliminary
General Levy	42,124,088	44,643,382
Heritage Levy	1,692,940	1,792,940
Less: LGA Adjustment to Heritage Fund	(1,382,080)	(1,407,547)
Tax Abatement	575,000	690,000
Debt Service Levy	1,105,398	1,021,979
EDA Levy (.01813% of EMV)	1,253,949	1,326,649
HRA Levy (0.01850% of EMV)	781,593	1,000,000
Total Tax Capacity Levy (incl EDA/HRA)	46,150,888	49,067,403
Less: Fiscal Disparity Distribution	7,799,150	8,414,561
Total Net Tax Capacity Levy	38,351,738	40,652,842
Levy Increase Factor from Prior Year	4.63%	6.00%
Referendum		
2011 Public Safety Refunding Bonds	800,494	798,263
2019 Referendum	-	318,623

Primary issues/alternatives to consider:

State Statutes require that the City adopt a preliminary budget and tax levy for 2020 and certify it to the County on or before September 30, 2019. The preliminary levies cannot be increased, but may be reduced prior to the adoption of the final levy, which is planned for the December 9, 2019 City Council meeting. The preliminary amended budget and levy amount are used for truth-in-taxation notices that are sent out in November.

This preliminary budget is not intended to be the final budget. Service and funding level discussions are intended to continue into the fall, with more detailed information being presented to the City Council at those times. The final budget is not planned to be adopted until the regular meeting of the City Council on December 9, 2019.

Budgetary/Fiscal Issues:

The City must adopt at a minimum, the 2020-2021 preliminary budget and 2020 tax levies, certifying the proposed tax levies to Hennepin County by September 30, 2019. The proposed tax levy only establishes the maximum amount the City may levy in 2020; it does not commit the City to adopt a final levy of that amount.

The Council is being asked to adopt a 2020-2021 preliminary budget on the General Fund and Debt Service Funds. To maintain an adequate flexibility level while moving through the end of the budget process, staff recommends the approval of the levy listed above.

Attachments:

- 7.1A RESOLUTION APPROVING THE 2020-2021 COUNCIL PRELIMINARY GENERAL AND DEBT SERVICE FUNDS BUDGETS
- 7.1B RESOLUTION ADOPTING THE 2020 PRELIMINARY GENERAL AND DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES AND CERTIFYING THEM TO HENNEPIN COUNTY (*THE AMOUNTS IN THE DRAFT RESOLUTION REFLECT OPTION 1 AND WILL BE REPLACED WITH THE COUNCIL-SELECTED OPTION*)
- 7.1C RESOLUTION ADOPTING A PRELIMINARY SPECIAL BENEFIT HRA TAX LEVY AND A PRELIMINARY EDA CITY TAX LEVY (*THE AMOUNTS IN THE DRAFT RESOLUTION REFLECT THE AMOUNTS APPROVED BY THE EDA BOARD ON AUGUST 19, AND WILL BE REPLACED WITH THE COUNCIL-SELECTED OPTION*)

RESOLUTION #2019-

RESOLUTION APPROVING THE 2020-2021 COUNCIL PRELIMINARY GENERAL AND
DEBT SERVICE FUNDS BUDGETS

BE IT RESOLVED by the City Council of the City of Brooklyn Park that the Council preliminary budgeted expenditures for the General Fund and Debt Service Funds for the calendar year 2020-2021 shall be:

	2020 Council Preliminary Budget	2021 Council Preliminary Budget
Total General Fund Expenditures	\$54,399,032	\$56,198,338
Debt Service Funds:		
Total Debt Service Funds	\$2,138,864	\$2,096,470

RESOLUTION #2019-

RESOLUTION ADOPTING THE PRELIMINARY 2020 GENERAL AND
DEBT SERVICE FUNDS NET PROPERTY TAX LEVIES
AND CERTIFYING THEM TO HENNEPIN COUNTY

WHEREAS, Minnesota Statutes require the adoption of the proposed property tax levies; and

WHEREAS, the proposed property tax levies must be certified to Hennepin County on or before
September 30, 2019; and

WHEREAS, the City Council selected the revised levy from the presentation for the General and Debt
Service Levies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brooklyn Park adopts the
following preliminary 2020 General Fund and Debt Service Net tax levies, certifying them to Hennepin County:

General Property Taxes

General Levy	\$44,643,382
Heritage Fund Levy	385,393
Tax Abatement	<u>690,000</u>

Total General Property Taxes	<u>45,718,775</u>
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Proposed Levy

General Obligation Debt Service – Tax Capacity Based

G.O. Improvement Bonds, Series 2005E	39,245
G.O. Capital Improvement Bonds, Series 2014A	679,376
G.O. Bonds, Series 2017A	<u>303,358</u>

Total Debt Service – Tax Capacity Based	1,021,979
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Total Tax Capacity Based Levies	<u>46,740,754</u>
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General Obligation Debt Service – MKV Referendum

G.O. Public Safety Refunding Bonds, Series 2011A	798,263
Park Referendum 2019A	318,623

Total Debt Service – MKV Referendum	<u>1,116,886</u>
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Total Tax Levies	<u>\$47,857,640</u>
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RESOLUTION #2019-

RESOLUTION ADOPTING A PRELIMINARY SPECIAL BENEFIT HRA TAX LEVY AND A PRELIMINARY
EDA CITY TAX LEVY FOR THE PURPOSE OF DEFRAYING THE COSTS INCURRED BY THE BROOKLYN
PARK ECONOMIC DEVELOPMENT AUTHORITY UNDER ITS HOUSING AND REDEVELOPMENT
POWERS FOR THE YEAR 2020, CERTIFYING THEM TO HENNEPIN COUNTY

WHEREAS, the Brooklyn Park Economic Development Authority (the “EDA”) was created by the City Council of the City of Brooklyn Park (the “City Council”) by its adoption of Resolution #1988-273, dated October 24, 1988, pursuant to *Minnesota Statutes*, §§469.090 to 469.1081 (the “Enabling Resolution”); and

WHEREAS, the Enabling Resolution was amended by Resolution #1995-72, dated March 20, 1995, whereby the EDA was granted all of the powers, rights, duties, and obligations set forth in *Minnesota Statutes* §§469.001 to 469.047 (the “HRA Act”); and

WHEREAS, pursuant to §469.033, Subd. 6 of the HRA Act, the EDA is authorized to levy a special benefit tax within its area of operation, not to exceed 0.0185 percent of the City’s estimated market value, for the purpose of defraying its operational costs under the HRA Act (the “HRA Levy”); and

WHEREAS, pursuant to §469.107, Subd. 1 of the EDA Act, the EDA may request that the City levy a special benefit tax within its area of operation, not to exceed 0.01813 percent of the City’s estimated market value, for the purpose of defraying its operational costs under the EDA Act; and

WHEREAS, by Resolution #2019-17, the EDA Board of Commissioners approved a 2020 HRA Levy in the amount of \$1,000,000 which is a \$353,723 reduction of the full amount of 1,353,723 (0.0185 percent of the City’s taxable market value), subject to a right of the City Council to modify said levy as a part of its overall City budget process; and

WHEREAS, by Resolution #2019-17, the EDA Board of Commissioners approved a 2020 EDA Levy in the full statutory amount of \$1,326,649 (0.01813 percent of the City’s taxable market value), subject to a right of the City Council to modify said levy as a part of its overall City budget process; and

WHEREAS, the City Council has reviewed the EDA Levy Resolution as a part of establishing the 2020 Preliminary Economic Development Authority budget.

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

1. Adopt a 2020 preliminary HRA Levy in the amount of \$1,000,000 for the purpose of defraying the EDA’s operational costs pursuant to *Minnesota Statutes*, §469.033, Subd. 6, and certify it to Hennepin County.
2. Adopt a 2020 preliminary EDA levy in the amount of \$1,326,649 for the purpose of defraying the EDA’s operational costs and certify it to Hennepin County.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.2	Meeting Date:	September 23, 2019
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Marlene Kryder, Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Mayor Jeffrey Lunde
Item:	Appointments to the Human Rights Commission		

City Manager's Proposed Action:

Appoint commissioners to fill vacancies on the Human Rights Commission.

HUMAN RIGHTS COMMISSION (HRC) Three appointments (One Central; One East; One West)

Central District

MOTION _____, SECOND _____, TO APPOINT _____ TO THE HUMAN RIGHTS COMMISSION REPRESENTING THE CENTRAL DISTRICT EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A TERM TO EXPIRE APRIL 1, 2021. (replacing Deborah Lewis)

East District

MOTION _____, SECOND _____, TO APPOINT _____ TO THE HUMAN RIGHTS COMMISSION REPRESENTING THE EAST DISTRICT EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A TERM TO EXPIRE APRIL 1, 2022. (replacing Kimberly Carpenter)

West District

MOTION _____, SECOND _____, TO APPOINT _____ TO THE HUMAN RIGHTS COMMISSION REPRESENTING THE WEST DISTRICT EFFECTIVE IMMEDIATELY FOR THE BALANCE OF A TERM TO EXPIRE APRIL 1, 2020. (replacing Edao Dawano)

Overview:

On September 9, 2019, the City Council interviewed applicants to fill vacancies on the Human Rights Commission.

Primary Issues/Alternatives to Consider:

Selection and appointment of commissioners.

Budgetary/Fiscal Issues: N/A

Attachments: N/A