

## REGULAR COUNCIL MEETING – AGENDA #36

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Para asistencia, 763-424-8000; Yog xav tau kev pab, 763-424-8000.

***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** Presentation – Grand and First Place Winners of the Summer Blossom Garden & Landscape Recognition Program

**3B.2** Mayor's Proclamation of September 17-23, 2020, as "Constitution Week"

**A.** PROCLAMATION

**3B.3** Mayor's Proclamation of September 15-October 15, 2020, as "Hispanic Heritage Month"

**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** Purchase CPR Equipment

**A.** RESOLUTION

**4.2** Approve a Tobacco Sales License for Nice Enterprise LLC. dba Nice Family African Market, Located at 7401 Regent Ave N, Brooklyn Park, MN 55443

**4.3** 2021 Toward Zero Deaths Grant Agreement

**A.** RESOLUTION

**B.** TERMS AND CONDITIONS AND ATTACHMENTS

**4.4** Resolution Ordering Preparation of Proposed Assessments for Delinquent Charges and Setting a Public Hearing on Those Assessments



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.1	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Theresa Freund, Summer Blossom Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Theresa Freund
<b>Item:</b>	Presentation – Grand and First Place Winners of the Summer Blossom Garden & Landscape Recognition Program		

## City Manager's Proposed Action:

On behalf of the City of Brooklyn Park, the Mayor and City Council will recognize and award the Grand and First Place Winners of the Summer Blossom Garden & Landscape Recognition Program.

## Overview:

This is the 21<sup>st</sup> year of the Summer Blossom Garden & Landscape Recognition Program. The purpose of the program is to highlight attractive gardens and landscaping in Brooklyn Park and recognize residents and businesses that strive to improve the city's landscape. Nominations were received from gardeners, neighbors, or friends from May 25 through July 6.

Grand Winners in Single Family, Townhome and Neighborhood each receive a \$250 VISA gift card and an engraved Summer Blossom Paver. First Place Single Family winners each receive an engraved Summer Blossom paver. The 2020 winners are:

CATEGORY	ADDRESS	GARDENERS
Single Family Grand (District 1)	6217 Sunny Lane	Patricia Canby and John Bruhn
• First Place District 2	7805 Emerson Avenue North	Pam Kessler
• First Place District 3	1217 83 <sup>rd</sup> Avenue North	Nancy and Jerry Knoth
• First Place District 4	9143 Ashley Terrace	Terry and Linda Menge
Grand Townhome	3824 Impatiens Lane North	Rob LeNeau
Grand Neighborhood	Willows of Aspen (cul-de-sac)	Jeannine Kline
Grand Commercial	None	

Those not chosen were given a Certificate of Appreciation signed by Mayor Lunde thanking them for their wonderful contribution to their neighborhood and the city.

Judges for this year's program were 2019 Grand Single Family winner Carmen Teisanu, 2019 Grand Neighborhood winner Pat Bianco, Master Gardener and 2017 Grand Single Family winner Tim Burt, and Landscape Architect Laura Freund. Photographs of the gardens were taken by Marlene Kryder. John Nerge and intern Mai Francis have created a story map with the photos and it can be found on the City's website: [www.brooklynpark.org](http://www.brooklynpark.org).

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

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

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.2	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Devin Montero, City Clerk
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Jeffrey Lunde, Mayor
<b>Item:</b>	Mayor's Proclamation of September 17-23, 2020, as "Constitution Week"		

## City Manager's Proposed Action:

The Mayor shall proclaim September 17-23, 2020, as "Constitution Week" by one of the following:

1. "I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota do hereby proclaim September 17-23, 2020, to be "Constitution Week" in the City of Brooklyn Park.

OR

2. By reading the proclamation.

## Overview:

The tradition of celebrating the Constitution was started many years ago by the Daughters of the American Revolution (DAR). In 1955, the Daughters petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into Public Law #915 on August 2, 1956, by President Dwight D. Eisenhower. The aims of the celebration are to (1) emphasize citizens' responsibilities for protecting and defending the Constitution, preserving it for posterity; (2) inform the people that the Constitution is the basis for America's great heritage and the foundation for our way of life; and (3) encourage the study of the historical events, which led to the framing of the Constitution in September 1787.

There are 24 Chapters in Minnesota and 11 in the Twin Cities. The Anoka Chapter of Daughters of the American Revolution is dedicated to historical preservation, patriotism and education.

Ms. Sue Anderson, Anoka Chapter of the Daughters of the American Revolution, and Joan Moses, Daughters of the American Revolution State Constitution Week Chair, respectfully request a proclamation for "Constitution Week." Ms. Anderson will be in attendance to receive the proclamation

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

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

**Attachments:**

3B.2A PROCLAMATION

# PROCLAMATION

## DECLARING SEPTEMBER 17 – 23, 2020 AS “CONSTITUTION WEEK” IN THE CITY OF BROOKLYN PARK

WHEREAS, September 17, 2020, marks the two hundred thirty third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition of this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week; and

WHEREAS, I ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties; and

WHEREAS, I urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

NOW, THEREFORE, BE IT RESOLVED that I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim the week of September 17 through September 23, 2020, as “CONSTITUTION WEEK” in the City of Brooklyn Park.

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Jeffrey Joneal Lunde, Mayor



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

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.3	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Devin Montero, City Clerk
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Dr. Rolando García, President North Hennepin Community College
<b>Item:</b>	Mayor's Proclamation of September 15-October 15, 2020, as "Hispanic Heritage Month"		

## City Manager's Proposed Action:

The Mayor shall proclaim September 15-October 15, 2020, as "Hispanic Heritage Month" by one of the following:

1. "I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota do hereby proclaim September 15-October 15, 2020, to be "Hispanic Heritage Month" in the City of Brooklyn Park.

OR

2. By reading the proclamation.

## Overview:

Hispanic Heritage Month takes place September 15 to October 15 every year as a time to recognize and celebrate the many contributions, diverse cultures, and extensive histories of the American Latino community. Beginning in 1968, Hispanic Heritage Month was originally observed as "Hispanic Heritage Week" under President Lyndon Johnson, but it was later extended to a month during President Ronald Reagan's term in 1988.

Since then, the month has been celebrated nationwide through festivals, art shows, conferences, community gatherings, and much more. The month also celebrates the independence days of several Latin American countries, including: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua on September 15, Mexico on September 16, and Chile on September 18. They also include holidays that recognize Hispanic contributions such as Virgin Islands-Puerto Rico Friendship Day that is celebrated in the U.S. Virgin Islands.

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

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

## Attachments:

3B.3A PROCLAMATION

# **PROCLAMATION**

## **PROCLAIMING SEPTEMBER 15 TO OCTOBER 15, 2020 AS “HISPANIC HERITAGE MONTH” IN THE CITY OF BROOKLYN PARK, MINNESOTA**

WHEREAS, the City of Brooklyn Park recognizes and honors contributions of all members of our community; and

WHEREAS, the City of Brooklyn Park recognizes the Hispanic American community that is making our city a thriving, vibrant, and a diverse community; and

WHEREAS, September 15 is the anniversary of independence for five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and Mexico achieved independence on September 16; and Chile achieved independence on September 18; and

WHEREAS, in 1988, the United States Congress adopted a resolution designating September 15 to October 15 of each year as National Hispanic Heritage Month; and

WHEREAS, Hispanic Americans bring a rich cultural heritage representing many countries, ethnicities and religious traditions which contribute to America's future; and

WHEREAS, the Hispanic community has had a profound influence on our country through their strong commitment to family, faith, hard work, and services, and they have enhanced and shaped our national heritage with centuries old traditions that reflect the multiethnic and multicultural customs of their community; and

WHEREAS, during National Hispanic Heritage Month, the United States celebrates the culture and traditions of Spanish speaking residents who trace their roots to Spain, Mexico, Central America, South America, and the Caribbean; and

WHEREAS, the City of Brooklyn Park invites all members of the community to learn more about the rich Hispanic culture, traditions and history, and celebrate the contributions that have been made to our country and our community by Hispanic Americans.

NOW, THEREFORE, I, Jeffrey Lunde, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim September 15 to October 15, 2020 to be Hispanic Heritage Month in the City of Brooklyn Park.



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

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Jeffrey Joneal Lunde, Mayor

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.1	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Fire
<b>Resolution:</b>	X	<b>Prepared By:</b>	T. John Cunningham, Fire Chief
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	T. John Cunningham
<b>Item:</b>	Purchase CPR Equipment		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2020-\_\_\_\_\_ AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE (4) LUCAS CHEST COMPRESSION SYSTEMS AND (4) EleGARD PATIENT POSITIONING SYSTEMS.

## Overview:

Since the onset of COVID-19 in the United States, front-line first responders have been monitoring the impact of the pandemic on pre-hospital medical care. This includes a constant evaluation of safety and PPE procedures to limit exposure and cross contamination as well as monitoring the service demands on the emergency response system.

While the long-term impact of COVID-19 is yet to be fully realized, several recognized medical and academic journals have begun reporting some of the early recognized impacts that COVID-19 have had on pre-hospital care. A study by the [American College of Cardiology](#), for instance, reports that bystander CPR and AED use decreased, and survival to hospital discharge for out-of-hospital cardiac arrest (OHCA) declined in two counties sampled, summarizing that "there is a need to optimize community and EMS response during the ongoing pandemic and future outbreaks to improve survival after cardiac arrest." Other datasets indicate an overall increase in OHCA during COVID-19. While there are several theories on the subject and other studies underway, a popular belief is that people have refrained calling 911, which has resulted in delayed medical treatment even for significant emergencies.

Brooklyn Park firefighters provide EMT-level basic life support care until the arrival of North Memorial Ambulance. When responding to an OHCA, firefighters utilize manual CPR techniques; crews commonly deploy the [ResQCPR System](#), a combination of a specialized airflow regulator (ResQPOD) and a manual "pump" style device designed to further increase blood return by re-expanding the chest by lifting it after a compression.

The [LUCAS Chest Compression System](#) improves the quality of chest compressions by providing consistent, automated compressions. The LUCAS system also frees up a rescuer so that attention can be given to other medical necessities. The latest version of LUCAS also provides active decompression, a technique that historically had to be done manually using the ResQPOD, which is very labor intensive and requires multiple rescuers. A single OHCA event can tie up multiple first response units and put multiple rescuers into close contact with the patient.

Combined with the LUCAS, the EleGARD Patient Position System is intended to assist in elevating the head and thorax of the patient. In addition to properly positioning the head for proper ventilation, the EleGARD significantly decreases intracranial pressure, while maintaining aortic pressure, thereby reducing the chance of a brain concussion with every compression.

Both devices, when utilized together, provide a significant benefit to the patient as well as the rescuer. With the uncertainties of the impact that COVID-19 will have in the future, the Fire Department wants to ensure that it provides the best possible resources to those suffering from OHCA while also supporting front-line first responders.

The purchase of this equipment will directly benefit patients, including those that are suffering from COVID-19 that require advanced medical treatment.

The utilization of an automated compressor device (e.g. LUCAS) is listed as the “best” solution for CPR in the DoD (Department of Defense) “COVID-19 Practice Management Guide” published in 03/23/2020. Similarly, the EleGard is designed to:

- Immediately place the patient in a sniffing position which may result in decreased time in close contact to the patient.
- Stabilize the head, hands-free.
- Secure the LUCAS Chest Compression System during cardiac resuscitation to help reduce the need for patient repositioning and potentially mitigating prolonged hands on the patient.

The LUCAS and EleGARD systems will be carried on all front-line first response vehicles.

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

**Budgetary/Fiscal Issues:**

This is a non-budgeted expense and will be funded through Coronavirus Aid, Relief, and Economic Security (CARES) Act. It will directly benefit those suffering from COVID-19 and are in OHCA.

**Attachments:**

4.1A RESOLUTION

RESOLUTION #2020-

RESOLUTION AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE (4) LUCAS CHEST  
COMPRESSION SYSTEMS AND (4) EleGARD PATIENT POSITIONING SYSTEMS

WHEREAS, out-of-hospital cardiac arrest (OHCA) impacts thousands of people every year; and

WHEREAS, early access and quality CPR has proven to provide the best chance of survival to those suffering from OHCA; and

WHEREAS, the City of Brooklyn Park recognizes the impact that COVID-19 has had on its community and country; and

WHEREAS, the City of Brooklyn Park is committed to providing its community with prompt, professional, and innovative first response emergency medical care; and

WHEREAS, the LUCAS Chest Compression System and the EleGARD Patient Positioning System are valuable tools for those suffering from OHCA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brooklyn Park authorizes the Fire Department to purchase Four (4) LUCAS Chest Compression Systems in the amount of total \$62,855.79 and Four (4) EleGARD Patient Positioning Systems in the total amount of \$27,580.00.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.2	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Megan Bookey, Program Assistant III
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Keith Jullie, Rental and Business Licensing Manager
<b>Item:</b>	Approve a Tobacco Sales License for Nice Enterprise LLC. dba Nice Family African Market, Located at 7401 Regent Ave N, Brooklyn Park, MN 55443		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO APPROVE A TOBACCO SALES LICENSE FOR NICE ENTERPRISE LLC. DBA NICE FAMILY AFRICAN MARKET, LOCATED AT 7401 REGENT AVE N, BROOKLYN PARK, MN 55443.

## Overview:

This is a new owner for a location with a previous tobacco license held under Seventeen-7 Food Mart at 7401 Regent Avenue N, Brooklyn Park, MN.

The Police Department has completed their investigation of the owner. The Community Development Department approved the application on August 27, 2020. There are currently no known code violations at this property address. The Police and Community Development Departments find no reason that would preclude the issuance of the Tobacco Sales license. Their reports are on file in the 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

<b>Agenda Item:</b>	4.3	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Police
<b>Resolution:</b>	X	<b>Prepared By:</b>	Stephanie Heiberger, Administrative Assistant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Deputy Chief Mark Bruley
<b>Item:</b>	2021 Toward Zero Deaths Grant Agreement		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2020-\_\_\_\_\_ AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO A GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF TRAFFIC SAFETY FOR THE 2021 TOWARD ZERO DEATHS ENFORCEMENT PROGRAM GRANT.

## Overview:

The Police Department has been awarded a grant from the State of Minnesota, Department of Public Safety, Office of Traffic Safety for the 2021 Toward Zero Death Enforcement program. This grant is funded by the U.S. Department of Transportation's State and Community Highway Safety Program and will be used for overtime enforcement to address all traffic safety issues with an emphasis on impaired driving, occupant protection, speed and distracted driving. The Department of Public Safety is awarding federal funds to local communities to participate in the enforcement of specific areas of traffic safety. These funds will be under the control of and managed by the Chief of Police or his designated subordinate. Brooklyn Park's allocation for the 2021 Fiscal Year is \$168,575. The department is seeking Council authorization to accept the grant and enter into the grant agreement.

The Toward Zero Deaths grant program will cover the period of October 1, 2020 – September 30, 2021. The grant funds will be sub-granted to partner law enforcement agencies.

The Brooklyn Park Police Department, as fiscal agent for the grant funds, will subgrant with the Brooklyn Center Police Department, Hennepin County Sheriff's Office, Champlin Police Department, and Osseo Police Department to work on combining increased enforcement with public awareness.

Receipt of these funds will enable the Police Department to enforce, in a proactive and prioritized manner, traffic laws, which are of concern to many residents. Being that the Toward Zero Deaths grant program activities will be performed by personnel on an overtime basis, it will not impact upon the delivery of other public safety services performed by the Police Department.

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

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

## Attachments:

- 4.3A RESOLUTION
- 4.3B TERMS AND CONDITIONS AND ATTACHMENTS

RESOLUTION #2020-

RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF MINNESOTA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF TRAFFIC SAFETY FOR THE 2021 TOWARD ZERO DEATHS ENFORCMENT PROGRAM GRANT

WHEREAS, the Minnesota Department of Public Safety has awarded the City of Brooklyn Park Police Department the 2021 Toward Zero Deaths Enforcement Program grant, which is funded by the U.S. Department of Transportation's State and Community Highway Safety Program; and

WHEREAS, the grant will support law enforcement agencies to fund overtime for police officers to join in the enforcement campaigns to enforce traffic laws with an emphasis on impaired driving, occupant protection, speed and distracted driving; and

WHEREAS, these grant funds will enable the Police Department to enforce, in a proactive and prioritized manner, traffic laws, which are of concern to many residents and will not impact upon the delivery of other public safety services; and

WHEREAS, the management of this grant and its funds will be the responsibility of the Chief of Police for the City of Brooklyn Park or his designee.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the Police Department to accept this grant and enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for the 2021 Toward Zero Deaths Enforcement Program grant during the period of October 1, 2020 through September 30, 2021.

Terms and Conditions for Grantees that are Non-State Agencies Page 1 of 8

The Grantee (which refers to the applicant's status after it has been awarded grant funds) shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and provisions stated herein in the performance of the grant award.

**1. Survival of Terms**

The following clauses survive the expiration or cancellation of the award: 9. Liability; 10. Audits; 11. Government Data Practices; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction and Venue; 16. Data Disclosure; and 17 Intellectual Property Rights.

**2. Financial and Administrative Provisions**

The Grantee will comply with all program guidelines specified in the Grant Program Guidelines (Guidelines) and application which are incorporated herein by reference.

**Budget Revisions:** The Grantee will submit a written change request for any substitution of budget items or any deviation in accordance with the Guidelines included in this application. Grantees whose requests have been approved will be notified in writing by the State's Authorized Representative to the Grantee's Authorized Representative. Requests must be approved prior to any expenditure by the Grantee.

**3. Payment Terms**

**Payment:** The State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services in accordance with the Guidelines included in this application. Expenditures for each state fiscal year (July through June) of the grant agreement must be for services satisfactorily performed within applicable state fiscal years.

Under Minn. Stat. § 16B.98 Subd. 1, the Grantee agrees to minimize administrative costs. Under Minn. Stat. § 16B.98, Subd. 7, payments to the Grantee may not be issued until the grant agreement is fully executed.

**4. Time**

The Grantee must comply with all the time requirements described in the application and grant agreement. In the performance of the award, time is of the essence.

**5. Consideration and Payment**

The State will pay for all services performed by the Grantee under the grant agreement as a reimbursement according to the breakdown of costs contained in the Guidelines and Grantee's application that will be incorporated into the grant agreement. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

**5.1 Contract and Bidding Requirements – Municipal grantees**

Per Minn. Stat. §471.345, grantees that are municipalities must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor

offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

#### **5.2 Contract and Bidding Requirements – Non-governmental grantees**

A nongovernmental organization is an organization that is a nonprofit, also known as a charitable organization, that is formed for the purpose of fulfilling a mission to improve the common good of society rather than to acquire and distribute profits. The organization meets the definition in Minn. Stat. 309.50 Subd. 4 and meets the definitions defined in the Internal Revenue Service code, with the most common type being a 501 (c) (3).

- (f) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (g) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

- (h) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (i) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
  - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
  - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program
- (j) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (k) The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (l) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
  - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (m) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (n) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

## 6. Conditions of Payment

All services provided by the Grantee under the grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative so named in the grant agreement and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

**7. Authorized Representative**

The State's Authorized Representative or his/her successor, is so named in the grant agreement and has the responsibility to monitor the Grantee's performance and has the authority to accept the services provided under the grant agreement opportunity. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is so named in the grant agreement. If the Grantee's Authorized Representative changes at any time during the grant agreement, the Grantee must immediately notify the State.

**8. Assignment, Amendments, Waiver, and Grant Agreement Complete**

The Grantee may neither assign nor transfer any rights or obligations under the grant agreement without the prior consent of the State and a fully executed Amendment, executed and approved by the same parties who executed and approved the grant agreement, or their successors in office.

Any amendment to the grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

If the State fails to enforce any provision of the grant agreement, that failure does not waive the provision or its right to enforce it.

The grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding the grant agreement, whether written or oral, may be used to bind either party.

**9. Liability**

Grantee must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including all attorneys' fees incurred by the State arising from the performance of the grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under the grant agreement and subsequent grant agreements. The liability for Grantees that are municipalities is governed by Minn. Stat. § 466 and any other applicable law, rule or regulation.

**10. Audits**

Under Minn. Stat. § 16B.98, Subd. 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to the grant agreement or transaction are subject to examination by the State, and/or the State Auditor or Legislative Auditor as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Federal audits shall be governed by requirements of federal regulations.

If applicable, if the Grantee (known as the "subrecipient" in the Code of Federal Regulations) receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act Amendments of 1996 and the Office of Management and Budget's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, Subpart F (2 CFR 200) ; and, required audit reports must be filed with the State Auditor's Office, Single Audit Division,

Terms and Conditions for Grantees that are Non-State Agencies Page 5 of 8

and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the Grantee's fiscal year end.

**11. Government Data Practices**

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

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with the applicable law.

**12. Workers' Compensation**

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**13. Publicity and Endorsement**

Any publicity regarding the subject matter of the grant agreement must be in accordance with the Guidelines included in this application. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable. The Grantee must not claim that the State endorses its products or services.

**14. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs the grant agreement. Venue for all legal proceedings out of the grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Termination**

Termination by the State. The State may terminate the grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Termination by the Grantee. The Grantee may request termination upon 30 day's notice to the State's Authorized Representative. Upon termination, the Grantee is entitled to payment for services actually performed satisfactorily and agrees to return any unused funds to the State.

## Terms and Conditions for Grantees that are Non-State Agencies Page 6 of 8

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

**Termination for Failure to Comply.** The State may terminate the grant agreement immediately if the State finds that there has been a failure to comply with the provisions of the grant award, that reasonable progress has not been made or that the purpose for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**16. Data Disclosure**

Under Minnesota Statutes, § 270C.65, Subd.3 and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

**17. Intellectual Property Rights (if applicable)**

- (A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers

and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

- (1) *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
  
- (2) *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

**18. Other Provisions be it understood:**

- a. By filing of this application, the applicant has therefore obtained the necessary legal authority to apply for and receive the proposed grant;
  
- b. The filing of this application has been authorized by applicant's governing body, and the official who has applied his/her electronic signature to this application has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the representative of the applicant in connection with this application;
  
- c. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of applicant;
  
- d. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;

**Agreement to Acknowledge the Terms and Conditions are Incorporated Into the Grant Agreement:**

By submitting this application, the authorized Representative for the Grant Applicant, acknowledges that they have read the Terms and Conditions in their entirety as stated within the Application materials and acknowledge that the Terms and Conditions will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, they will submit the required documents and certification on behalf of the Applicant Organization.

Attachment C, page 1 of 2

**FEDERAL AUDIT REQUIREMENTS**

1. A non-Federal entity that expends \$750,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F of OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards (2 CFR Part 200).

Audits must be performed annually, except when:

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.

Any biennial audit must cover both years within the biennial period.

2. An auditor is defined in Title 2 CFR 200.7 - Auditor means a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards (GAGAS) by the U.S. Government Accountability Office. The term auditor does not include internal auditors of nonprofit organizations. [79 FR 75880, Dec. 19, 2014]
3. The subrecipient agrees that the pass-through entity, the Legislative Auditor, the State Auditor, and any independent auditor designated by the pass-through entity will have access to the subrecipient's personnel, accounts, books, records, supporting documentation, and other information as needed in order to comply with the Single Audit Act Amendments of 1996 and OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, (2 CFR 200.508 Auditees responsibilities).
4. The auditee must prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Section 200.510 Financial Statements. Auditees must adhere to the Report retention requirements in Section 200.512(f) for three years from date of submission to the Federal Audit Clearinghouse (FAC). Minnesota Statute §16B.98, subdivision 8 includes retention requirements of a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
5. The auditor's report(s) must state the audit was conducted in accordance with OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, Subpart F (2 CFR 200.515 Audit Reporting) and include the following:
  - (a) An opinion (or disclaimer of an opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is fairly stated in all material respects in relation to the financial statements as a whole
  - (b) A report on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control

Attachment C, page 2 of 2

and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs described in this section

(c) A report on compliance for each major program and a report on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or disclaimer of opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs described in this section.

(d) A schedule of findings and questioned costs that includes a summary of the auditor's results in a format consistent with Section 200.515 Audit Reporting, paragraph (d)(1); findings relating to the financial statements which are required to be reported in accordance with GAGAS; and findings and questioned costs for Federal awards consistent with the requirements of Section 200.515 Audit Reporting, paragraph (d)(3).

6. The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings. The auditee must also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan must include the reference numbers the auditor assigns to audit findings under Section 200.516 Audit findings, paragraph (c). Since the summary schedule may include audit findings from multiple years, it must include the fiscal year in which the finding initially occurred. The corrective action plan and summary schedule of prior audit findings must include findings relating to the financial statements which are required to be reported in accordance with GAGAS. (2 CFR 200.511 Audit findings follow up)
7. Subrecipients and Contractors – An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or subrecipient are subject to audit under this part. The payments received for goods and services provided as a contractor are not Federal awards. Section 200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor. (2 CFR 200.501(f))
8. The FAC is the repository of record for Subpart F – Audit Requirements. The auditee must electronically submit to the FAC the data collection form described in 200.512(b) and the reporting package described in 200.512(c) within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. (2 CFR 200.512)
9. **Auditees must file their single audit report(s) with the State Auditor's Office, Single Audit Division, by sending a copy to [singleaudit@osa.state.mn.us](mailto:singleaudit@osa.state.mn.us), and the program grant manager at the Department of Public Safety within nine months of the fiscal year end.**

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.4	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	X	<b>Prepared By:</b>	Chris Kuecker, Accountant
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	LaTonia Green, Finance Director
<b>Item:</b>	Resolution Ordering Preparation of Proposed Assessments for Delinquent Charges and Setting a Public Hearing on Those Assessments		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2020-\_\_\_\_\_ ORDERING PREPARATION OF PROPOSED ASSESSMENTS AND SETTING A PUBLIC HEARING ON THE PROPOSED ASSESSMENTS FOR OCTOBER 12, 2020.

## Overview:

Each year, the City has outstanding charges for utility bills (water, sanitary sewer, storm sewer and street light costs), abatements (weed cutting, tree removal, nuisance abatement charges, and fire inspection fees), administrative penalty citations related to code violations, and rental housing cases (administrative fines, property maintenance and repair, and court case costs) that are not able to be collected from the property owner. The only action that can be taken to collect these charges is to assess the amounts in question and certify them to the property taxes of the property owners.

## Primary Issues/Alternatives to Consider:

Not passing this resolution would deny the City the opportunity to assess the payments to the real property, resulting in some individual property owners receiving city services at the expense of other taxpayers and utility customers.

## Budgetary/Fiscal Issues:

In 2020, the following will be certified for collection with the property taxes of the property owners:

- 74 abatements totaling \$32,012.68
- 1 tree removal totaling \$1,799.00
- 202 citations totaling \$35,620.00
- 2,879 utility accounts totaling \$1,394,668.74

## Attachments:

4.4A RESOLUTION

RESOLUTION #2020-

RESOLUTION ORDERING PREPARATION OF PROPOSED ASSESSMENTS  
AND SETTING A PUBLIC HEARING ON THE PROPOSED ASSESSMENTS  
FOR OCTOBER 12, 2020

WHEREAS, the City has incurred certain delinquent utility charges; abatements costs for weed cutting, tree removal, nuisance abatements, and fire inspection fees; administrative citation costs; and various costs associated with rental housing cases.

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

- a. The cost of such delinquent utility charges; abatements costs for weed cutting, tree removal, nuisance abatements, and fire inspection fees; administrative citation costs; and various costs associated with rental housing cases shall be determined.
- b. The Finance Department shall calculate the proper amount to be assessed, as provided by law, and a copy of such proposed assessment shall be made available for public inspection through the City Clerk's office.
- c. A hearing shall be held on the 12<sup>th</sup> day of October 2020 at City Hall at 7:00 p.m. and at such time and place all persons owning property to be assessed will be given an opportunity to be heard with reference to such assessment.
- d. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least 14 days prior to the hearing. The Finance Department shall cause mailed notice to be given to the owner of each parcel to be assessed.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.5	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Jeanette Boit-Kania, Asst. Finance Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	LaTonia Green
<b>Item:</b>	Set Date for Truth-in-Taxation Public Hearing Budget Meeting		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO SET THE TRUTH-IN-TAXATION PUBLIC HEARING BUDGET MEETING AS MONDAY, NOVEMBER 30, 2020, AT 7:00 P.M.

## Overview:

The State "Truth-in-Taxation" law requires local governments to schedule a public hearing to discuss their Budget and Property Tax Levy at a meeting that they desire to be held in late November or December. For the 2021 Amended Budget and 2021 Property Tax Levy, the Council is required to set the meeting after November 22, 2020 and is required to notify the County Auditor of the date of the public hearing. The date, time and place of the hearing are printed on the individual property tax statements for the proposed property tax for 2021. The County must receive this information on or before September 30, 2020.

## Primary issues/alternatives to consider:

The Council must set dates for a public hearing on the 2021 Amended Budget and 2021 Property Tax Levy.

## Budgetary/Fiscal Issues:

Under the amendments, the final budget and tax levy can be legally adopted at the same meeting after the Truth-in-Taxation hearing has taken place. The final budget and tax levy adoption are planned for the December 7, 2020 City Council Meeting.

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	6.1	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Land Use Actions	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	X	<b>Prepared By:</b>	Todd A. Larson, Senior Planner
<b>Ordinance:</b>	FIRST READING		
<b>Attachments:</b>	8	<b>Presented By:</b>	Cindy Sherman, Planning Director
<b>Item:</b>	Woodspring Suites (SOTA Partners LLC) – Rezone Property to Business Park and a Conditional Use Permit #20-119 for a 4-Story Hotel at 9489 Winnetka Avenue North		

## City Manager’s Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING CHAPTER 152 TO REZONE PROPERTY FROM TRANSIT ORIENTED DEVELOPMENT–EMPLOYMENT TRANSITION (TOD-E.T) TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD) AT 9489 WINNETKA AVENUE NORTH.

## Planning Commission Recommendation:

At its meeting on September 9, 2020, the Planning Commission unanimously recommended (7-0) approval of the rezoning and conditional use permit with the conditions that are listed in the attached resolution.

## Overview:

In 2014, the City Council approved the development plan for Northcross Business Park. The Park consisted of three sites for manufacturing and office uses and another site for an office or hotel use. The three manufacturing buildings were constructed shortly after approval and are now home to three businesses, Wurth Adams, Nilfisk, and Tesla (formerly Perbix). The office/hotel site is adjacent to Highway 610 and was approved for a structure at least four stories along the highway.

In 2018, the City Council approved the creation of transit-oriented zoning districts in the areas approximately a half-mile surrounding the future Blue Line stations. A portion of the Northcross Business Park was rezoned from Business Park with Planned Development Overlay (BP/PD) to Transit Oriented Development – Employment Transition (TOD-E.T). With this rezoning, the uses allowed in Northcross stayed the same although the development standards changed. The office/hotel lot and the shared private drive were not originally designed with these regulations in mind. TOD regulated development on this lot would look out of place with the existing business park. The applicant is requesting to rezone the property back to BP/PD.

The applicant is proposing to construct and operate a 4-story hotel on this site in conformance with the original development plan. In the TOD-E.T district, hotels are permitted use. Under the PB/PD zoning, they are conditional uses; therefore, a conditional use permit (CUP) is required.

**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:**

- 6.1A ORDINANCE
- 6.1B DRAFT RESOLUTION (to be acted on 9/28)
- 6.1C LOCATION MAP
- 6.1D PLANNING AND ZONING INFORMATION
- 6.1E PROJECT NARRATIVE
- 6.1F ORDINANCE #2014-1178
- 6.1G 2014 DEVELOPMENT PLAN
- 6.1H PLANS

ORDINANCE #2020-

ORDINANCE AMENDING CHAPTER 152 TO REZONE PROPERTY  
FROM TRANSIT ORIENTED DEVELOPMENT – EMPLOYMENT TRANSITION (TOD-E.T)  
TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD)  
AT 9489 WINNETKA AVENUE NORTH

The City of Brooklyn Park does hereby ordain:

WHEREAS, the City of Brooklyn Park has had a growth management plan in place since the 1950s;  
and

WHEREAS, the subject property is designated for Business Park development in the City's adopted  
2040 Comprehensive Plan, which allows many different types of uses; and

WHEREAS, the property was subject to a development plan as approved by Ordinance #2014-1178;  
and

WHEREAS, the property was platted and surrounding infrastructure was installed according to that  
plan; and

WHEREAS, the property was rezoned to Transit Oriented Development – Employment Transition  
(TOD-E.T) in 2018; and

WHEREAS, the TOD-E.T regulations make developing this parcel in a different manner difficult.

NOW, THEREFORE, THE CITY OF BROOKLYN PARK finds that Section 152 of the Zoning code is  
amended to rezone the following described property from Transit Oriented Development – Employment  
Transition (TOD-E.T) to Business Park with Planned Development Overlay (BP/PD):

*Lot 4, Block 1, Northcross Business Park, Hennepin County, Minnesota*

Based on the following findings:

1. The land is designated for Business Park uses in the 2040 Comprehensive Plan allowing for coordinated users.
2. The zoning request allows for the development of the property consistent with the 2040 Comprehensive Plan.
3. The zoning request allows for the development of the property consistent with the 2014-approved development plan of Northcross Business Park.
4. Ordinance #2014-1178 shall act as the basis for development on the property.

The zoning map of the City on file with the City Clerk and referred to in Section 152 of the City Code is hereby amended in accordance with the provisions of this ordinance.

**DRAFT – To be acted on September 24, 2020**

RESOLUTION #2020-

RESOLUTION APPROVING CONDITIONAL USE PERMIT FOR A HOTEL  
AT 9489 WINNETKA AVENUE NORTH

Planning Commission File #20-119

WHEREAS, SOTA Partners LLC has made application for a conditional use permit on property legally described as:

*Lot 4, Block 1, Northcross Business Park, Hennepin County, Minnesota*

WHEREAS, the proposed development is consistent with the purposes of the Zoning District, the Comprehensive Plan, and the Northcross Business Park Development Plan; and

WHEREAS, the matter has been referred to the Planning Commission at a public hearing and has given their advice and recommendation to the City Council; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that a Conditional Use Permit is hereby approved for one hotel on the above-described parcel, subject to the following:

**1.00 PLANS AND DRAWINGS**

Exterior and site improvements must conform to the following plans and drawings:

- 1.01 Site Plans, Utility Plans, and Landscaping Plans (as modified from City Code landscape requirements dated 08-25-2020, except as modified below; and
- 1.02 Building Elevations dated 08-25-2020, except as modified below.

**2.00 REQUIRED DOCUMENTS**

- 2.01 A cross-access and maintenance agreement for joint use of the driveways.
- 2.02 Approval from the West Mississippi Watershed Management Organization and all conditions therein, including a storm water maintenance agreement.

**3.00 BONDS, ESCROWS AND DIRECT PAYMENTS**

- 3.01 A Development Contract and bonding shall be required in the amounts of \$\_\_\_\_\_ as a development bond or letter of credit, a \$\_\_\_\_\_.00 cash bond, and a \$\_\_\_\_\_.00 developer's escrow as required by Chapter 152. The developer's escrow must be posted with the City Treasurer 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. This bonding must include the following:

- a. Earthwork
- b. Erosion control
- c. Site utilities
- d. Concrete curb, gutter, and walks
- e. Paving and striping of parking and driveways
- f. Landscaping and irrigation
- g. Site lighting
- h. Rooftop screening

#### **4.00 GENERAL CONDITIONS**

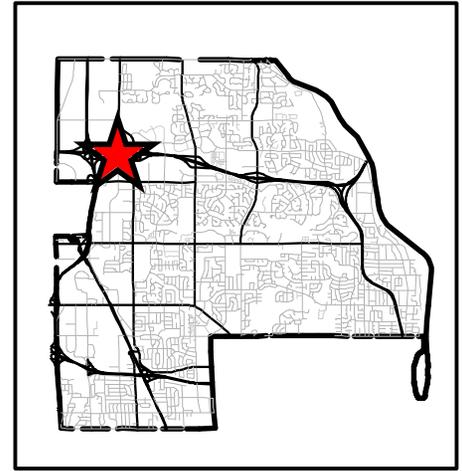
- 4.01 The waste enclosures must be constructed out of masonry materials complementary to the building with an opaque wood or metal gate. The enclosure must be large enough to house trash, recyclables, and organic waste.
- 4.02 Signs require sign permits and must conform to the design standards in Chapter 150 and the development plan approvals in Ordinance #2014-1178.
- 4.03 The hotel is required to maintain a valid lodging license and food license.
- 4.04 The hotel may apply for a hotel liquor license, if so desired.
- 4.05 Wall-mounted lighting must be at the same level as the freestanding lights (25 feet). All lights must be downcast and shielded per City Code requirements.

This Conditional Use Permit must be recorded with the Hennepin County Recorder's Office. All conditions must be met and adhered to at all times in order for this permit to be valid. Recording must be made within one year of the date of approval; otherwise, a time extension must be requested in the manner listed in City Code.

**Rezoning/Conditional Use Permit #20-119  
WoodSpring Suites 9489 Winnetka Ave. N.**



**Spring 2018 Air Photo**



**Map Date August 18, 2020**

Land Use Plan	Business Park
Current Zoning	Transit-Oriented Development Employment Transition (TOD-E.T)
Surrounding Zoning	South and East - Transit-Oriented Development Employment Transition (TOD-E.T) West – Business Park with Planned Development Overlay (BP/PD #2014-1178) North – Urban Reserve/Highway Overlay (R1/HO) <i>(across Hwy 610)</i>
Neighborhood	Future #6
Site Area	4.85 acres
Building Area	13,000 ft <sup>2</sup>
Number of Rooms	126
Number of Parking Spaces	127
Conforms to:	
	Land Use Plan – Yes
	Zoning Code – Yes
	Variances Needed – None
Public Notification	7 Mailed Notices Sun Post Legal Notices 1 Proposed Development Sign Neighborhood Update Email – Future #6

### Building Design

The four-story building will have 126 guest rooms. The first floor of the building is comprised of a gray brick. The upper three floors will have masonry stucco in three different colors, complementary to the colors found in the other Northcross Business Park buildings. The brick and stucco meet the architectural requirements of City Code.

Each room will have its own heating and cooling system with the vents under each window, typical of other hotels in Brooklyn Park.

### Access and Parking

Vehicular access to the site will be from the shared private roadway extending west from Winnetka Avenue. From that private roadway, two driveways are provided.

A single loop of parking surrounds the building. The drive aisle is 26 feet wide to accommodate a fire truck and its extended outriggers as required by the Fire Code around buildings four stories or greater. Otherwise, a 25-foot wide drive aisle is standard.

For hotels, 1.25 spaces per room is required. For this hotel, 158 spaces would be required. The applicant has requested a 1:1 ratio of parking spaces to hotel rooms as that is typically enough based on their experience at other locations they own. Areas for additional spaces are shown on the site plan and can be constructed if the need arises.

The northern row of parking spaces is 17 feet deep and allows for a one-foot overhang over the adjacent greenspace. This was done to provide extra room for foundation plantings around the building. All the other spaces in the lot are the typical 18 feet depth.

**Pedestrian Connections**

Winnetka Avenue has a sidewalk along both sides of the street (minus a gap in front of Reliable Medical). The private roadway has a sidewalk along its south side. With the hotel development, a sidewalk will be constructed along the north side of the roadway to the western driveway. The hotel is locating in this area to be near businesses, so the ability to walk is important. The applicant is also installing a bike rack near the front entrance per City Code requirements.

**Landscaping and Screening**

The landscaping plan generally meets the requirements of City Code. The street trees are as close to Winnetka Avenue as they could get without interfering with a large buried gas line. Additionally, the building does not have at least half of its foundation lined with a 6-foot wide planting bed. The lot is not quite deep enough, so some areas are narrower. The design includes a larger planting area on the west side of the building to make up the reduced width and meet the intent of the code.

**Signage**

The plans show a 25-foot tall pylon sign at the northeastern portion of the property. Within the Northcross Business Park, the Planned Development Overlay limited freestanding signs to monument-style signs in exchange for an additional shared monument sign along Winnetka Avenue. The applicant is evaluating whether to replace the pylon with a monument sign or add a wall sign to the building. Two other walls are shown with signage as allowed by City Code. City Code allows three wall signs if no monument sign is provided.

**Lighting**

The lighting plan and the architectural plan show the wall-mounted lighting at different heights. The wall mounted lights should be at the same height of the free-standing light at 25 feet, which is what is shown on the architectural plans. All lights must be downcast and shielded.



**Project Narrative**  
**Woodspring Suites Hotel – Brooklyn Park, MN**  
**Northcross Business Park**

**Location:** 9489 Winnetka Avenue North  
Brooklyn Park, MN 55445

**Applicant:** SOTA Partners LLC

**Proposal:** Attached to this letter please find the application of the Woodspring Suites Hotel for the property located at 9489 Winnetka Avenue North in Brooklyn Park, MN. Through the attached application, SOTA Partners LLC is requesting approval for construction of a new 4-story hotel and related parking lot and site utilities within the Northcross Business Park.

The site zoning was updated to Transit Oriented Employment Transition District (TOD-E.T.) and we're requesting rezoning to the Business Park (BP) District, consistent with the previous zoning and surrounding developments that were all developed to the BP standards. The lot is vacant currently and the use requested is for a Woodspring Suites Hotel, which is a quality extended stay hotel. Hotels are a Conditional Use in the BP District, so we're also requesting to be processed for a Conditional Use Permit concurrent with the Rezoning.

The rezoning is practical for the site because the site is one of the last pieces in the Northcross Industrial Business Park where all the adjacent buildings were developed to the BP standards. The neighboring businesses also have hardly any vacancy so they're likely not redeveloping anytime soon thus this project will provide a consistent finish to the business park.

The project will consist of creating two access openings to the unnamed street south of the parcel and constructing a new 13,000 square foot 4-story hotel building with surface parking for 126 spaces (1 space per guest room). Sidewalk connections from the building to the existing public sidewalk network in the business park are proposed as an intentional effort to meet the philosophies behind the transit-oriented district goals. Extensive landscaping restoration is also proposed which will improve site aesthetics considerably from the vacant condition. The development would be an enhancement to the neighboring area.

**Company:** The Woodspring Suites brand is committed to providing incredibly clean, affordable rooms and a welcoming, friendly guest experience to all guests for a night, a week, a month, or longer. Their extended stay hotels offer the perfect mixture of home-like comforts and hotel-like convenience to a variety of guests who need a great room at a great price for several nights or

longer. All rooms include a well-designed kitchen with full-size refrigerator with freezer, two-burner stove top and microwave, comfortable seating, flat panel TVs, desk and workspace, and space for belongings. The hotel also features 24/7 access to guest laundry room, vending machines, and staff support.

**Landscaping & Screening:**

Detailed landscape screening between the proposed parking lot and adjacent businesses will be provided. A variety of coniferous, deciduous, and ornamental trees is proposed throughout the site. Trees will be a hardy mix of native of non-native species and will be provided within interior parking islands to minimize the heat island effect. Shrubs and trees will wrap the sides of the parking lot and create an aesthetically pleasing presentation.

**Signage:** One pylon sign in the northeast corner of the parcel is proposed.

**Lighting:** Lighting will be LED on poles with concrete bases. Lighting will be in conformance with City Code. All lighting will be shielded as necessary to avoid any overlap to adjacent properties.

**Setbacks:** The site layout proposes a compliant 80' front building setback from the street exceeding the 50' front yard setback requirement for the BP District, as well as exceeding the 15' side yard & 30' rear yard setbacks, respectively. The proposed parking areas meet the 15' front yard & 5' side/rear yard setbacks and the pylon sign also meets the 10' side & rear yard setback.

**Parking:** 126 parking spaces are proposed to meet corporate standards of 1 space per guest room. We are requesting a deviation from 1.25:1 parking space to guest room ratio in favor of a 1:1 parking ratio since it will be more environmentally friendly and meets the parking demand needs of the Hotel franchise based on their experience. Please see enclosed letter from the Choice Hotels franchise supporting this recommendation.

We respectfully request City support for the enclosed application by SOTA Partners LLC for Rezoning & CUP for the Woodspring Suites Hotel on the 9489 Winnetka Avenue North parcel depicted on the attached site plan. We look forward to reviewing this application with the City in the weeks ahead.

Sincerely,



Pete Moreau  
Sambatek, Inc.



**Choice Hotels International**  
1 Choice Hotels Circle, Ste 400  
Rockville, MD 20850

---

Mr. Charles Johnson  
President and Founder  
Turnstone Group  
1170 Peachtree Street, Suite 1150  
Atlanta, GA 30309

Dear Mr. Johnson:

In reference to your Woodspring Suites hotel to be built and located at 9489 Winnetka Ave N, Brooklyn Park, MN 55445, Property Code of MN233, Choice Hotels permits and recommends you allocate parking spaces on a 1:1 ratio based upon your guest suite total.

If you have any questions, please contact me at 813-787-7270 or via email at [Robert.OLeary@choicehotels.com](mailto:Robert.OLeary@choicehotels.com)

Sincerely yours,

Robert C. O'Leary  
Regional Vice President  
Choice Hotels International

ORDINANCE #2014-1178

ORDINANCE AMENDING CHAPTER 152 TO REZONE PROPERTY  
FROM BUSINESS PARK WITH HIGHWAY OVERLAY (BP/HO)  
TO BUSINESS PARK WITH PLANNED DEVELOPMENT OVERLAY (BP/PD)  
SOUTHEAST OF HIGHWAY 169 AND HIGHWAY 610

WHEREAS, the City of Brooklyn Park has had a growth management plan in place since the 1950s; and

WHEREAS, the City utilizes zoning to control when utilities are extended and when development occurs; and

WHEREAS, the subject property is designated for Signature Mixed Use development in the City's adopted 2030 Comprehensive Plan, which allows many different types of uses.

NOW, THEREFORE, THE CITY OF BROOKLYN PARK finds that Section 152 of the Zoning code is amended to rezone the following described properties from Business Park with Highway Overlay (BP/HO) to Business Park with Planned Development Overlay (BP/PD):

*Lots 1 through 4, Block 1, Northcross Business Park, Hennepin County,  
Minnesota*

Based on the following findings:

1. The land is designated for Signature Mixed Use (MX1) in the 2030 Comprehensive Plan allowing for coordinated users.
2. The zoning request allows for the development of the property consistent with the 2030 Comprehensive Plan.
3. The approved Development Plan dated 05-27-2014 shall act as the basis for development on the property.

This Planned Development Overlay shall require the following of the properties:

1. Distribution Centers are not allowed in this Planned Development Overlay.
2. No site will have less than 20 percent green space.
3. Each parcel may have a monument sign per §150.29(A)(1) and the development may have an area identification sign located along Winnetka Avenue per §150.29(A)(2). All other provisions of Chapter 150 remain in effect.

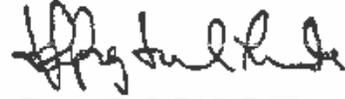
The zoning map of the City on file with the City Clerk and referred to in Section 152 of the City Code is hereby amended in accordance with the provisions of this ordinance.

ATTEST:



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DEVIN MONTERO, CITY CLERK



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JEFFREY JONEAL LUNDE, MAYOR

Approved as to Form by City Attorney  
Passed on First Reading: 06-23-2014  
Passed on Second Reading: 07-07-2014  
Published in Official Newspaper: 07-17-14

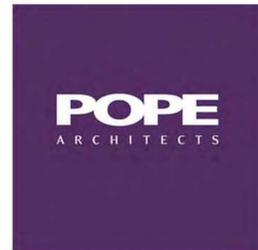


# UNITED PROPERTIES

## Northcross Business Center BROOKLYN PARK, MINNESOTA 6-10-2014 | COMM# 75372-14041



### SITE PLAN



# Preliminary Site Development Plans for Woodspring Suites Hotel Northcross Business Park

Brooklyn Park, Minnesota

Presented by:  
SOTA Partners LLC

**Client**  
SOTA  
PARTNERS LLC

1170 PEACHTREE ST. NE SUITE 1150  
ATLANTA, GA 30309

**Project**  
WOODSPRING  
SUITES HOTEL

**Location**  
BROOKLYN  
PARK,  
MINNESOTA

9489 WINNETKA AVE N

### Certification

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.

Pete S. Moreau  
Registration No. 53735 Date: 08/05/2020  
If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

### Summary

Designed: PSM Drawn: JMW  
Approved: PSM Book / Page:  
Phase: PRELIMINARY Initial Issue: 08/05/2020

### Revision History

No.	Date By	Submission / Revision
08/25/20		Planning Comments

**Sheet Title**  
TITLE SHEET

**Sheet No. Revision**  
**C1.01**

**Project No.** 22150

### BENCHMARKS

BM NO. 1  
TOP NUT OF HYDRANT AT EAST LINE OF SURVEYED PROPERTY.  
ELEV.=884.44

BM NO. 2  
RIM ELEVATION OF SANITARY SEWER MANHOLE NORTHWESTERLY OF  
SOUTHEAST PROPERTY CORNER.  
ELEV.=881.69

### SHEET INDEX

SHEET	DESCRIPTION
C1.01	TITLE SHEET
1 OF 1	ALTA NSPS LAND TITLE SURVEY
C3.01	SITE PLAN
C4.01	GRADING PLAN
C4.02	GRADING NOTES
C5.01	EROSION CONTROL PHASE 1
C5.02	EROSION CONTROL PHASE 2
C5.03	EROSION CONTROL DETAILS & NOTES
C5.04	EROSION CONTROL DETAILS
C6.01	UTILITY PLAN
C9.01	DETAILS
C9.02	DETAILS
C9.03	DETAILS
L1.01	LANDSCAPE PLAN
L1.02	LANDSCAPE DETAILS AND NOTES
A	FIRE TRUCK EXHIBIT
	ARCHITECTURAL FLOOR PLANS
	ARCHITECTURAL BUILDING ELEVATIONS
	PHOTOMETRIC SITE LIGHTING PLAN

### GOVERNING SPECIFICATIONS

CITY OF BROOKLYN PARK SPECIFICATIONS (2011)  
CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD  
SPECIFICATIONS (2013)  
MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (2018  
EDITION)

### CONSULTANT CONTACT LIST:

DEVELOPER/OWNER  
SOTA PARTNERS LLC  
2399 WAYZATA BLVD W #100  
LONG LAKE, MN 55356  
TEL: 952-476-8100 (DAVE)  
TEL: 610-710-4145 (CHIP)  
CONTACT: DAVE LINK & CHARLES JOHNSON

CIVIL ENGINEER  
SAMBATEK  
12800 WHITEWATER DRIVE, SUITE 300  
MINNETONKA, MN 55343  
TEL: 763-476-6010  
FAX: 763-476-8532  
CONTACT: PETE MOREAU

ARCHITECT  
BRR ARCHITECTURE INC.  
8131 METCALF AVE  
OVERLAND PARK, KS 66204  
TEL: 913-262-9095  
CONTACT: BRIAN NELSON

SURVEYOR  
SAMBATEK  
12800 WHITEWATER DRIVE, SUITE 300  
MINNETONKA, MN 55343  
TEL: 763-476-6010  
FAX: 763-476-8532  
CONTACT: CRAIG JOHNSON

GEOTECHNICAL  
AMERICAN ENGINEERING TESTING INC.  
550 CLEVELAND AVE N  
ST. PAUL, MN 55114  
TEL: 651-659-1301  
CONTACT: ROBIN FLICKINGER

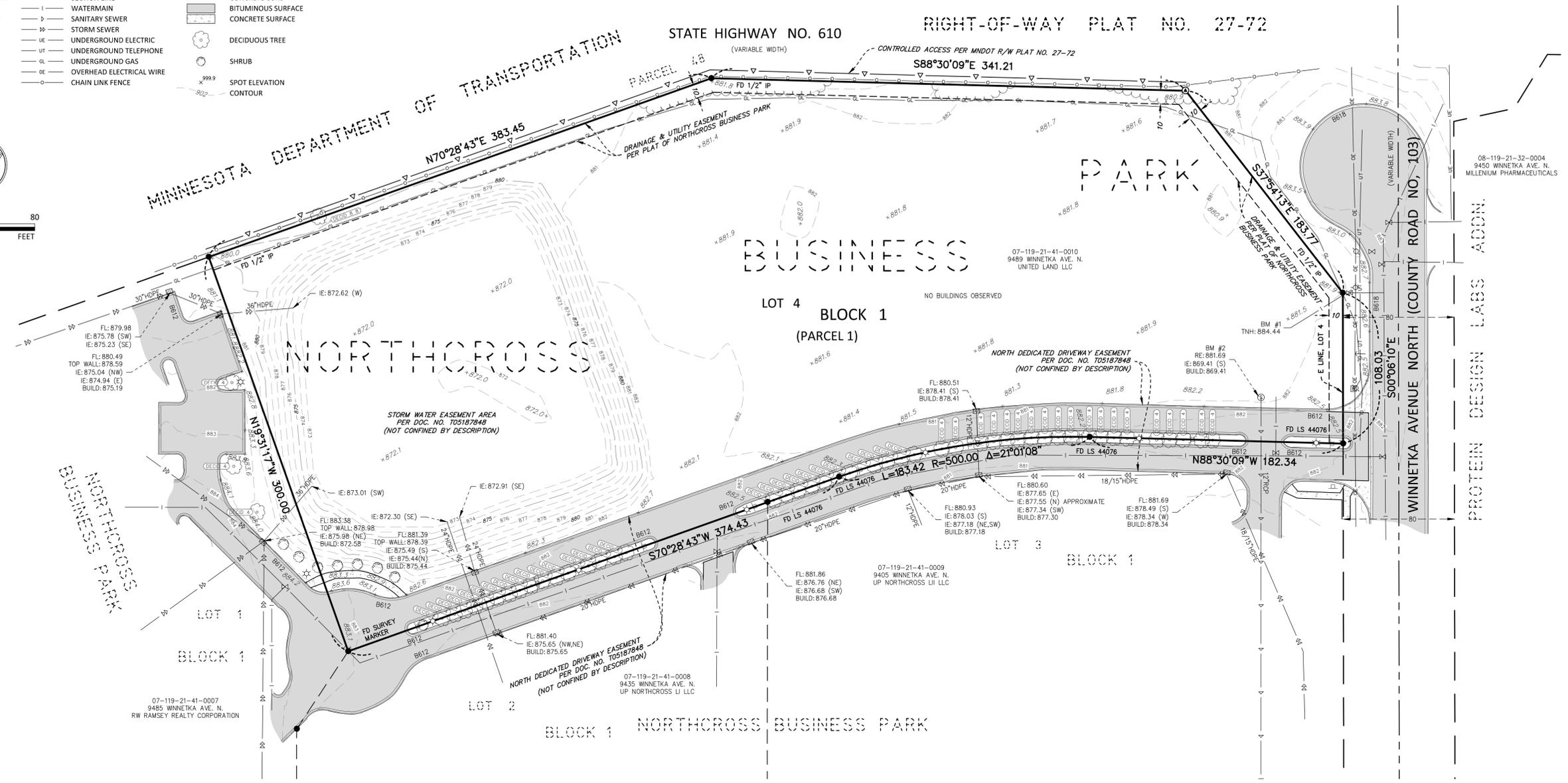
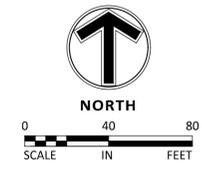
LANDSCAPE ARCHITECT  
SAMBATEK  
12800 WHITEWATER DRIVE, SUITE 300  
MINNETONKA, MN 55343  
TEL: 763-476-6010  
FAX: 763-476-8532  
CONTACT: JOSH MCKINNEY



VICINITY MAP  
NO SCALE



LEGEND		
● FOUND MONUMENT	— BOUNDARY LINE	— EASEMENT LINE
○ FOUND RIGHT-OF-WAY MONUMENT	— RIGHT-OF-WAY LINE	— RESTRICTED ACCESS
⊗ GATE VALVE / HYDRANT	— UNDERLYING / ADJACENT LOT	— TREE LINE
⊙ SANITARY MANHOLE	— SECTION LINE	— CONCRETE CURB
⊕ STORM CATCH BASIN	— WATERMAIN	— BITUMINOUS SURFACE
⊗ LIGHT	— SANITARY SEWER	— CONCRETE SURFACE
⊕ UTILITY POLE	— STORM SEWER	— DECIDUOUS TREE
⊕ SIGN	— UNDERGROUND ELECTRIC	— SHRUB
⊕ CABLE TV BOX	— UNDERGROUND TELEPHONE	— SPOT ELEVATION
	— UNDERGROUND GAS	— CONTOUR
	— OVERHEAD ELECTRICAL WIRE	
	— CHAIN LINK FENCE	



**SURVEY NOTES**

- This survey was prepared utilizing Title Commitment No. NCS-998570-MPLS provided by First American Title Insurance Company, bearing an effective date of 01/29/2020.
- The bearing system is based on the Hennepin County coordinate system, NAD83 (1986 Adjust). With an assumed bearing of South 00 degrees 06 minutes 10 seconds East for the east line of Lot 4, Block 1, NORTHCROSS BUSINESS PARK.
- The vertical datum is based on NAVD88. The originating bench marks is MNDOT 27509, referenced from the MnDOT Geodetic Database.
 

**BENCHMARK #1**  
Top not of hydrant at east line of surveyed property. Elev.=884.44

**BENCHMARK #2**  
Rim elevation of sanitary sewer manhole northwesterly of southeast property corner. Elev.=881.69

**SUBJECT PROPERTY**

- Description from title commitment:
- Parcel 1:  
Lot 4, Block 1, Northcross Business Park, Hennepin County, Minnesota.  
(Torrens property, Certificate of Title No. 1399472)
- Parcel 2:  
Non-exclusive easements for access, driveway, utilities and signage purposes, as set forth in the Declaration For Cross Easements and Restrictive Covenants, dated July 28, 2014, recorded July 29, 2014, as Document No. T05187848, in the Office of the Hennepin County Registrar of Titles.
- The following notes correspond to the reference numbers listed in Schedule B, Part II of the title commitment.
- Subject to drainage and utility easements as shown on plat of Northcross Business Park recorded July 29, 2014 as Document No. 5187846. (Shown as a rectal on the Certificate of Title.) **Affects the surveyed property. Easements are shown on the survey.**

**SUBJECT PROPERTY**

- Easement for pipe line purposes, together with any incidental rights, in favor of Standard Oil Company, an Indiana corporation, as contained in the Right Of Way Conveyance dated July 19, 1946, recorded October 28, 1947, as Document No. 252207.
 

Assigned to The American Oil Company, a Maryland corporation, by Assignment Of Right Of Way dated December 31, 1960, recorded June 13, 1961, as Document No. 659700.

The American Oil Company has changed its name to Amoco Oil Company, a Maryland corporation, by Document No. 1375794, recorded March 26, 1980.

Amended by Partial Release of Right Of Way Conveyance dated March 26, 1984, recorded May 30, 1984, as Document No. 1579981.

**Does not affect the surveyed property. Easement is not shown on the survey.**
- Hennepin County Highway No. 103, Plat 26 dated June 2, 1975, recorded June 4, 1975, as Document No. 1141367.
 

Resolution adopted October 28, 1969, directing the Right of Way Division of the Hennepin County Highway Department and the Surveyor to prepare a highway plat for all highways within Hennepin County, recorded October 1, 1970, as Document No. 979240.

**Plat falls within dedicated right of way of Winnetka Ave N as shown on the survey, it does not affect the surveyed property.**
- Terms, conditions, easements and restrictions as contained in Declaration For Cross Easements and Restrictive Covenants dated July 28, 2014, recorded July 29, 2014, as Document No. T05187848.
 

**Easements are not confined by description and not shown on the survey. Reciprocal access easements affect and benefit the surveyed property and cover existing and future parking lots, ramps and other parking structures, drive lanes and other areas intended for vehicular and pedestrian traffic on the surveyed property and adjoining properties. Dedicated driveway easements for driveway, ingress and egress purposes affect and benefit the surveyed property and cover the North Dedicated Driveway as shown on the survey and South Dedicated Driveway. Reciprocal utilities easement affect and benefit the surveyed property and covers existing and future underground utilities servicing the surveyed property and adjoining properties within the drainage & utility easement per the plat of NORTHCROSS BUSINESS PARK, and storm sewer utilities within driveways. Easements for work affect and benefit the surveyed property and cover work on structures within the above driveway and utility easements. Storm water easement affects the surveyed property and covers general area of the storm water retention pond on the westerly portion of the surveyed property. Monument signage easement does not affect the surveyed property.**

**"TABLE A" NOTES**

- The surveyor has depicted the property corner monuments, or the witness to the corner that were found during the field work, and set property corner monuments, or witnesses to the corner, at the locations where there did not appear to be any evidence of an existing monument.
- The property address is shown on the graphical portion of the survey.
- The subject property lies within Flood Plain Zone X - Areas determined to be outside the 0.2% annual chance floodplain, as depicted by scaled map location and graphic plotting according to FEMA, FIRM Map No. 27053C0069F dated 11/04/2016.
- The gross land area of the subject property is 4.849 Acres or 211,239 Square Feet.
- Vertical relief per ground survey by Sambatek is shown on the survey.
- There were no buildings observed on the surveyed property during the field work for this survey.
- Visible substantial features observed in the process of conducting the fieldwork are shown hereon.
- A Gopher State One Call (GSOC) request was placed on 03/16/2020 for utility locates on this site and assigned GSOC Ticket No. 200760914. The surveyor makes no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Utility suppliers often do not respond to these requests in the field but may provide maps, plans, and drawings in lieu of physical location. Utility information shown hereon is a compilation of the provided map information and those visible utilities and marked utilities which were located during the survey field work. The surveyor further does not warrant that the underground utilities shown hereon are in the exact location as indicated, although they are located as accurately as possible from the available information. The surveyor has not physically located the underground utilities. Pursuant to MS 216.D contact Gopher State One Call at (651-454-0002) prior to any excavation.
- The names of adjoining land owners according to the current county tax records are shown on the survey.
- No changes in street right of ways are proposed per City of Brooklyn Park website accessed 03/25/2020. There is no observable evidence of recent street or sidewalk construction or repair.
- No wetland delineation markers place by a qualified specialist were observed on the surveyed property during the field work for this survey.

**CERTIFICATION**

To Sota Partners, LLC, a Minnesota limited liability company, United Land LLC, a Minnesota limited liability company and First American Title Insurance Company, Others:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7(a), 8, 11, 13, 17 and 18 of Table A thereof. The field work was completed on 03/20/2020.

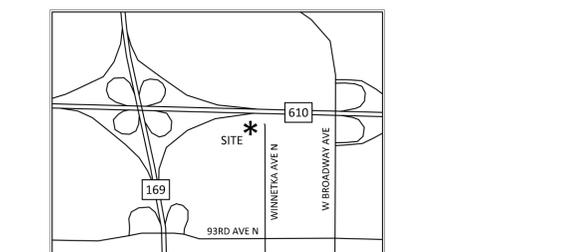
Dated this 25th day of March, 2020.

Sambatek, Inc.

*Craig E. Johnson*

Craig E. Johnson, LS  
Minnesota License No. 44530  
cjohnson@sambatek.com

**VICINITY MAP**



**DEVELOPMENT SUMMARY**

AREA		
GROSS SITE AREA	211,239 SF	4.85 AC
LESS AREA OF REGIONAL POND (FOR SITE CALCULATION PURPOSES)	70,125 SF	1.61 AC
LESS R-O-W	18,611 SF	0.43 AC
NET SITE AREA	122,503 SF	2.81 AC
<b>BUILDING SETBACKS</b>		
FRONT YARD	50 FEET	
REAR YARD	30 FEET	
SIDE YARD	15 FEET	
<b>PARKING SETBACKS</b>		
FRONT YARD	15 FEET	
REAR YARD	5 FEET	
SIDE YARD	5 FEET	
<b>ZONING</b>		
EXISTING ZONING	TOD-ET	
PROPOSED ZONING	BP	
<b>PARKING SUMMARY</b>		
PARKING REQUIRED (1.25 STALLS PER 1 GUEST ROOM x 126 ROOMS)	158 STALLS	
PARKING PROVIDED	134 STALLS	
PROOF OF PARKING	24 STALLS	
<b>IMPERVIOUS COVERAGE EXCLUDING REGIONAL POND AREA</b>		
IMPERVIOUS COVERAGE INCLUDING REGIONAL POND AREA	1.74 AC (61.9%)	
OPEN SPACE REQUIRED (EXCLUDING REGIONAL POND AREA)	1.74 AC (39.3%)	
OPEN SPACE PROVIDED (EXCLUDING REGIONAL POND AREA)	0.84 (30.0%)	
	1.07 (38.1%)	
<b>INTERIOR GREEN SPACE CALCULATIONS</b>		
IMPERVIOUS INTERIOR PARKING AREA	1.24 AC	
10% OF IMPERVIOUS INTERIOR PARKING AREA	0.12 AC (10.0%)	
INTERIOR GREEN SPACE PROVIDED	0.12 AC (10.0%)	

**DEVELOPMENT NOTES**

1. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
2. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
4. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
5. ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
7. SEE ARCHITECTURAL PLANS FOR PYLON SIGN DETAILS.
8. SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
9. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
10. ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). THE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE 2.08% (1:48). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS PAVEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT AND COORDINATE WITH GRADING CONTRACTOR.
11. "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
12. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.

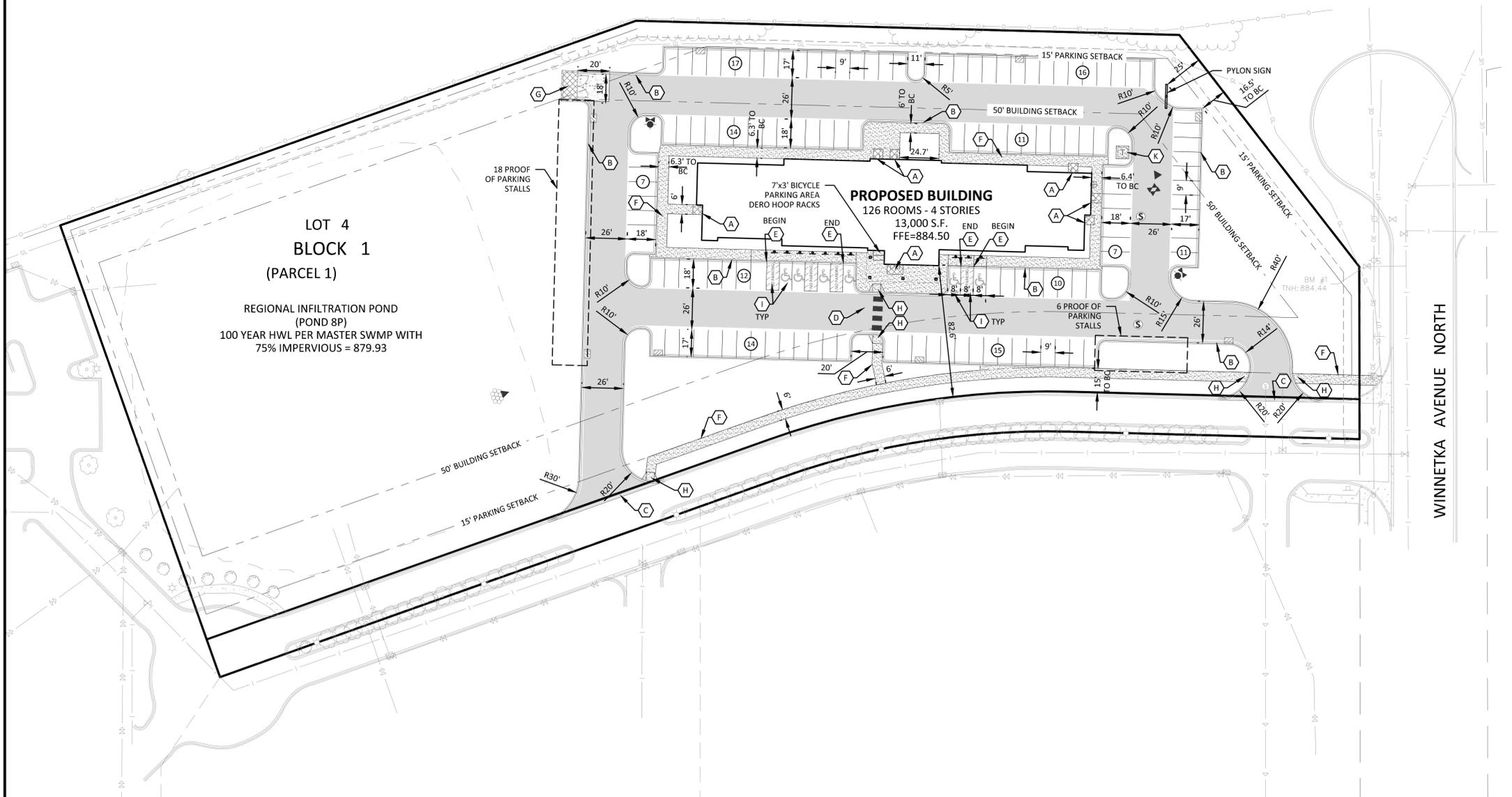
**KEY NOTES**

- A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
- B. 8-612 CONCRETE CURB AND GUTTER (SEE DETAIL 05, SHEET C9.03)
- C. VALLEY GUTTER (SEE DETAIL 07, SHEET C9.03)
- D. PEDESTRIAN CROSSWALK MARKINGS - ZEBRA DESIGN (SEE DETAIL 04, C9.03)
- E. FLAT CURB SECTION (SEE DETAIL 06, SHEET C9.03)
- F. CONCRETE SIDEWALK (SEE DETAILS ST-6 & ST-13, SHEET C9.01)
- G. TRASH ENCLOSURE (SEE ARCHITECTURAL PLANS)
- H. ACCESSIBLE RAMP (SEE DETAIL ST-9, SHEET C9.01)
- I. ACCESSIBLE STALL STRIPING (SEE DETAIL 01, SHEET C9.03)
- J. ACCESSIBLE PARKING SIGN (SEE DETAIL 02, SHEET C9.03)
- K. TRANSFORMER

**LEGEND**

PROPOSED	EXISTING	STANDARD DUTY ASPHALT PAVING

STATE HIGHWAY NO. 610

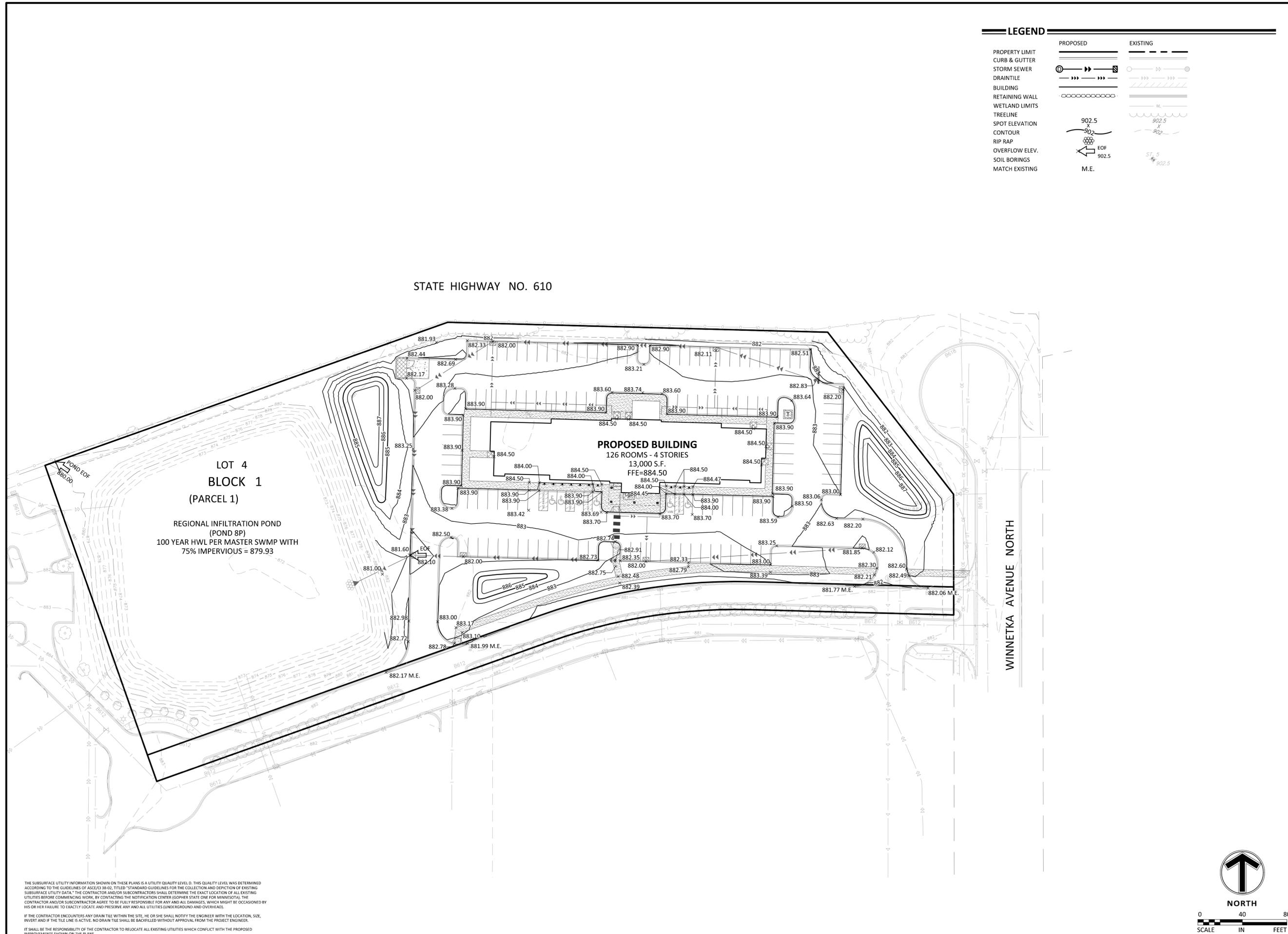


THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA), THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD). IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

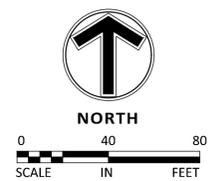


0 40 80  
SCALE IN FEET

	PROPOSED	EXISTING
PROPERTY LIMIT	—	—
CURB & GUTTER	—	—
STORM SEWER	—	—
DRAIN TILE	—	—
BUILDING	—	—
RETAINING WALL	—	—
WETLAND LIMITS	—	—
TREELINE	—	—
SPOT ELEVATION	902.5	902.5
CONTOUR	902.5	902.5
RIP RAP	—	—
OVERFLOW ELEV.	902.5	902.5
SOIL BORINGS	—	—
MATCH EXISTING	M.E.	M.E.



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/318-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESENT ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).  
IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.  
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



## GRADING NOTES

- PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE.
- CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB.
- ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.08% (1:48). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.  
  
A GEOTECHNICAL ENGINEERING SOILS REPORT HAS BEEN COMPLETED BY:  
  
COMPANY: AMERICAN ENGINEERING TESTING, INC.  
ADDRESS: 550 CLEVELAND AVE. N., ST. PAUL, MN 55114  
PHONE: 651-659-9001  
DATED: JULY 6, 2020  
  
CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT.
- CONTRACTOR SHALL COMPLETE DEWATERING AS REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION.
- PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL SHALL BE PERFORMED ON THE STREET AND PARKING AREA SUBGRADE. CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
- REPLACE ALL SUBGRADE SOIL DISTURBED DURING THE CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- EXISTING TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS AND SHALL BE A RESTRICTED AREA. CONTRACTOR SHALL PROTECT TREES TO REMAIN AT ALL TIMES. EQUIPMENT SHALL NOT NEEDLESSLY BE OPERATED UNDER NEARBY TREES AND EXTREME CAUTION SHALL BE EXERCISED WHEN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF OPERATION. SHOULD CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY LASTING DAMAGE TO THE TREE. NO TREES SHALL BE REMOVED WITHOUT AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.
  - RESTRICTED AREAS SHALL INCLUDE ALL DESIGNATED TREAED AREAS OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE. ALL VEGETATION WITHIN THE RESTRICTED AREAS SHALL REMAIN.
  - CONTRACTOR SHALL RESTRICT ALL GRADING AND CONSTRUCTION ACTIVITIES TO AREAS DESIGNATED ON THE PLANS. ACTIVITIES WITHIN THE CONSTRUCTION MAY BE RESTRICTED TO A NARROWER WIDTH IN THE FIELD TO SAVE ADDITIONAL TREES AS DIRECTED BY THE OWNER.
  - ACTIVITIES PROHIBITED OUTSIDE OF THE CONSTRUCTION BOUNDARIES WOULD INCLUDE, BUT NOT BE LIMITED TO: SOIL AND OTHER MATERIAL STOCKPILING, EQUIPMENT OR MACHINERY STORAGE, DRIVING OF ANY VEHICLE, LEAKAGE OR SPILLAGE OF ANY "WASHOUT" OR OTHER TOXIC MATERIAL. THE COLLECTION OF OTHER DEBRIS AND SOIL STOCKPILING WILL BE IN AN AREA DETERMINED ON-SITE BY THE ENGINEER.
  - ALL RESTRICTED AREAS SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY NETTING AND STEEL STAKES AS SHOWN ON THE TREE PROTECTION DETAIL. AT NO TIME SHALL THIS FENCING BE REMOVED OR ACTIVITY OF ANY KIND TAKE PLACE WITHIN IT. FINAL PLACEMENT OF ALL PROTECTIVE FENCING SHALL BE COMPLETE BEFORE ANY WORK COMMENCES ON-SITE.
  - BEFORE COMMENCING WITH ANY EXCAVATION CONTRACTOR SHALL COMPLETE ALL PREPARATORY WORK REGARDING TREE REMOVAL, ROOT PRUNING, TREE PRUNING AND STUMP REMOVAL TO THE SATISFACTION OF THE OWNER.
  - PREPARATORY WORK SHALL INCLUDE THE FOLLOWING AND SHALL BE COMPLETED UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE:
    - TREE REMOVAL: CONTRACTOR SHALL FELL THE TREES. AT NO TIME SHALL TREES BE BULLDOZED OUT, BUT SHALL BE CUT DOWN AND STUMPS REMOVED SEPARATELY. PRIOR TO THE FELLING OF ALL TREES, PROPER REMOVAL OF A PORTION OR ALL OF THE CANOPY SHALL BE COMPLETED SO THAT TREES IN THE RESTRICTED AREAS SHALL NOT BE INJURED IN THE PROCESS.
    - ROOT PRUNING: BEFORE ANY STUMPS ARE TO BE REMOVED, ALL ROOTS SHALL BE SEVERED FROM ROOTS IN THE RESTRICTED AREAS BY SAW CUTTING WITH A VERMEER DESIGNED FOR ROOT PRUNING, BY HAND, OR

WITH A CHAINSAW. TREE ROOTS PROJECTING INTO THE CONSTRUCTION ZONE SHALL BE EXPOSED PRIOR TO ROOT PRUNING WITH SMALL MACHINERY, I.E., BOBCAT.

- STUMP REMOVAL: AT SUCH TIME THAT ROOTS HAVE BEEN PROPERLY SEVERED, STUMPS MAY BE REMOVED. WHERE REMOVAL OF CERTAIN STUMPS COULD CAUSE DAMAGE TO EXISTING PROTECTED TREES, TREE STUMPS SHALL BE GROUND OUT. ALL STUMP REMOVAL SHALL BE UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE.
- TREE PRUNING: PROPER PRUNING OF TREES IN THE RESTRICTED ZONE SHALL BE DIRECTED BY AND SUPERVISION AT ALL TIMES BY THE OWNER'S REPRESENTATIVE.
- AN OWNER'S REPRESENTATIVE WILL BE AVAILABLE AT ALL TIMES DURING THE PREPARATORY AND CONSTRUCTION PERIOD.
- MULCH RATHER THAN SEED OR SOD WILL BE USED AT THE BASE OF QUALITY TREES TO A PERIMETER DETERMINED BY THE OWNER'S REPRESENTATIVE. AREAS TO BE SEED FOR EROSION CONTROL PURPOSES WITHIN THE CONSTRUCTION ZONE ARE TO BE DETERMINED BY THE OWNER'S REPRESENTATIVE. NATURAL GROUND COVER WILL BE MAINTAINED WHEREVER POSSIBLE.
- THE USE OF RETAINING WALLS NEAR TREES, IN ADDITION TO THOSE REQUIRED ON THE PLANS SHALL BE DETERMINED IN THE FIELD, BASED ON TREE LOCATIONS AND TOPOGRAPHY.
- EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
- TRENCH BORROW CONSTRUCTION: IF ALLOWED BY THE OWNER, CONTRACTOR SHALL COMPLETE "TRENCH BORROW" EXCAVATION IN AREAS DIRECTED BY THE ENGINEER IN ORDER TO OBTAIN STRUCTURAL MATERIAL. TREES SHALL NOT BE REMOVED OR DAMAGED AS A RESULT OF THE EXCAVATION, UNLESS APPROVED BY THE ENGINEER. THE EXCAVATION SHALL COMMENCE A MINIMUM OF 10 FEET FROM THE LIMIT OF THE BUILDING PAD. THE EXCAVATION FROM THIS LIMIT SHALL EXTEND AT A MINIMUM SLOPE OF 1 FOOT HORIZONTAL TO 1 FOOT VERTICAL (1:1) DOWNWARD AND OUTWARD FROM THE FINISHED SURFACE GRADE ELEVATION. THE TRENCH BORROW EXCAVATION SHALL BE BACKFILLED TO THE PROPOSED FINISHED GRADE ELEVATION, AND SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE QUALITY COMPACTION METHOD AS OUTLINED IN MN/DOT SPECIFICATION 2105.3F2. SNOW FENCE SHALL BE FURNISHED AND PLACED ALONG THE PERIMETER OF THE TRENCH BORROW AREA WHERE THE SLOPES EXCEED 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1).
- FINISHED GRADING SHALL BE COMPLETED. CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED, ERODED OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
- TOLERANCES
  - THE RESIDENTIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
  - THE COMMERCIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.10 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
  - THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
  - AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
  - TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
- AFTER THE SITE GRADING IS COMPLETED, IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
- CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY HAUL ROADS THAT MAY BE REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION AND SHALL INDICATE HAUL ROADS ON EROSION AND SEDIMENT CONTROL "SITE MAP". CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING AUTHORITY OF EACH ROADWAY. CONTRACTOR SHALL POST WHATEVER SECURITY, AND COMPLY WITH ALL CONDITIONS WHICH ARE REQUIRED BY EACH GOVERNING AUTHORITY OF EACH ROADWAY.
- DISTURBED AREAS WITHIN WETLAND MITIGATION SITE AND ANY DISTURBED AREAS WITHIN THE WETLAND SHALL BE RESTORED WITH 6 TO 12 INCHES OF ORGANIC SOILS, PREFERABLY SOILS THAT WERE PREVIOUSLY REMOVED FROM WETLAND AREAS. SEEDING IN THE WETLAND MITIGATION AREAS ABOVE THE NORMAL WATER LEVEL SHALL BE MN STATE SEED MIX 34-271, WET MEADOW SOUTH AND WEST, OR APPROVED EQUAL. FOR STATE SEED MIXES, OATS AND WINTER WHEAT SHOULD BE SELECTED BASED ON THE TIME OF YEAR THAT THE MIX IS BEING USED. OATS SHOULD BE INCLUDED IN MIXES IF BEING USED BETWEEN OCTOBER 15TH AND AUGUST 1ST. WINTER WHEAT SHOULD BE USED BETWEEN AUGUST 1ST AND OCTOBER 15TH. THE SEEDING RATE IS THE SAME FOR OATS AND WINTER WHEAT. MIX 34-271 SHOULD BE APPLIED AT 12 POUNDS PER ACRE. SEED SHALL BE WATERED UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
- FILL PLACED WITHIN THE BUILDING PAD AREAS SHALL BE IN CONFORMANCE WITH HUD/FHA PROCEDURES AND DATA SHEET 79G.
- RETAINING WALL(S) SHALL BE CONSTRUCTED OF \_\_\_\_\_ (MODULAR BLOCK, TREATED TIMBER, BOULDER, ETC.) MATERIAL. CONTRACTOR SHALL SUBMIT TO THE ENGINEER AND LOCAL AUTHORITY CERTIFIED ENGINEERING DRAWINGS, DESIGN CALCULATIONS AND SOIL BORINGS. THE CERTIFIED ENGINEER FOR THE RETAINING WALL(S) SHALL PROVIDE CONSTRUCTION OBSERVATIONS OF THE RETAINING WALL IMPROVEMENT, AND A LETTER CERTIFYING THE INSTALLATION OF THE WALL(S) WAS CONSTRUCTED IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.

## INFILTRATION BASIN CONSTRUCTION NOTES

- INFILTRATION BASIN CONSTRUCTION REQUIREMENTS:  
(INCLUDES ALL DEVICES USING FILTRATION THROUGH A SOIL MEDIUM TO CAPTURE STORM WATER RUNOFF BUT ARE NOT LIMITED TO: INFILTRATION BASINS, INFILTRATION TRENCHES, BIOFILTRATION BASINS, RAINWATER GARDENS, SAND FILTERS, ORGANIC FILTERS, BIOTENTION AREAS, ENHANCED SWALES, DRY STORAGE PONDS WITH UNDERDRAIN DISCHARGE, AND NATURAL DEPRESSIONS (IF USED TO PROVIDE STORMWATER TREATMENT OF NEW IMPERIOUS SURFACE))
    - THE INFILTRATION BASIN SHALL BE EXCAVATED TO NO LOWER THAN 2.0 FEET ABOVE FINISHED GRADE DURING CONSTRUCTION WITH THE EXCEPTION OF INSTALLING THE INLET FLARED END SECTION (IF APPLICABLE). ONCE STREET AND UTILITY CONSTRUCTION CEASES AND "FINAL STABILIZATION" (AS DEFINED ACCORDING TO MNR1000001 CONSTRUCTION STORM WATER PERMIT SECTION IV.G) OF CONTRIBUTING DRAINAGE AREA HAS BEEN COMPLETED, AND ONLY AFTER THE OWNER'S ENGINEER AUTHORIZES CONTRACTOR TO PROCEED, INFILTRATION BASIN SHALL BE EXCAVATED TO FINISHED GRADE.
    - HEAVY EQUIPMENT SHALL NOT TRAVEL WITHIN THE INFILTRATION BASIN AREA. EXCAVATION WITHIN THE INFILTRATION BASIN SHALL BE PERFORMED BY USE OF A BACKHOE BUCKET WITH TEETH. CONTRACTOR SHALL DISC OR TILL THE SOILS IF REQUIRED BY THE SOILS ENGINEER.
    - INFILTRATION BASIN SHALL BE PROTECTED BY SILT FENCE DURING ALL CONSTRUCTION ACTIVITIES. ALL DEPOSITED SEDIMENT DURING CONSTRUCTION ACTIVITY SHALL BE PROPERLY DISPOSED OF DOWNSTREAM OF INFILTRATION BASIN, IF POSSIBLE.
    - ALL FLARED END SECTION INLETS AND CATCH BASIN MANHOLE INLETS SHALL HAVE INLET EROSION CONTROL PROTECTION IN PLACE UNTIL FINAL STABILIZATION BASIN HAS OCCURRED.
    - ABOVE THE INFILTRATION BASIN OUTLET ELEVATION, INCLUDING THE BERM AND DISTURBED AREAS, A MINIMUM OF 4" DEPTH OF TOPSOIL MATERIAL SHALL BE PLACED TO THE FINISHED GRADE ELEVATION. TOPSOIL SHALL MEET (MN/DOT) SPECIFICATION. THE AREA SHALL BE SEED WITH MN STATE SEED MIXTURE 25-131 (LOW MAINTENANCE TURF) APPLIED AT A RATE OF 220 LBS/ACRE, OR MN STATE SEED MIXTURE 35-241 (MESIC PRAIRIE GENERAL) APPLIED AT A RATE OF 36.5 LBS/ACRE. SOD MEETING (MN/DOT) SPECIFICATION 3878.2-B CAN BE SUBSTITUTED FOR SEED.  
  
SEED APPLICATION PROCEDURE:  
MIXTURE APPLICATION PROCEDURES SHALL FOLLOW (MN/DOT) SPECIFICATION 2575.3. SEED SHALL BE SECURED BY USE OF (MN/DOT) SPECIFICATION 3885 CATEGORY 1 EROSION BLANKET.  
  
ABSENT A SOIL TEST, FERTILIZER MEETING ANALYSIS 22-5-10 (NPK) 80% W.I.N. SHALL BE APPLIED AT A RATE OF 350 LBS/ACRE FOR SEED MIXTURE 25-131, OR FERTILIZER WITH AN ANALYSIS OF 18-1-8 (NPK) (FOR LOAMS, CLAY LOAM SOIL), OR 17-10-7 (NPK) (FOR SANDS WITH LESS THAN 30% ORGANIC AND CLAY MATTER) NATURAL BASE SHALL BE APPLIED AT A RATE OF 150 LBS/ACRE FOR SEED MIXTURE 35-241.
  - BELOW THE INFILTRATION BASIN OUTLET, INCLUDING BASIN FLOOR, PLACE PLANTING MEDIUM SOIL BASED ON-SITE SOIL CONDITIONS, AND ALSO BASED ON LANDSCAPE ARCHITECT, WATERSHED, AND/OR CITY RECOMMENDATIONS (SEE DETAIL ON PLAN). DISTURBED AREAS TO BE SEED WITH MN STATE SEED MIXTURE 33-261 (STORMWATER SOUTH AND WEST) APPLIED AT A RATE OF 35 LBS/ACRE. DRAINTILE INSTALLATION (IF REQUIRED) SHALL BE INSTALLED CONCURRENTLY WITH FLOOR CONSTRUCTION.  
  
NOTE: INFILTRATION BASIN FLOOR EXCAVATING, PLANTING MEDIUM SOIL PLACEMENT, DRAINTILE INSTALLATION, ETC. SHALL TAKE PLACE ONLY AFTER THE OWNER'S ENGINEER AUTHORIZES CONTRACTOR TO PROCEED AND AFTER INFILTRATION BASIN SLOPES (ABOVE OUTLET ELEVATION) HAVE UNDERGONE "FINAL STABILIZATION" WHICH INCLUDES FLUSHING OUT ACCUMULATED SILT AND SEDIMENT FROM CONTRIBUTING STORM SEWER. EXCAVATED BASIN MATERIAL SHALL BE DISPOSED OF DOWNSTREAM OF BASIN AREA, IF POSSIBLE, OR OFF-SITE.  
  
SEED APPLICATION PROCEDURE:  
MIXTURE APPLICATION PROCEDURES SHALL FOLLOW (MN/DOT) SPECIFICATION 2575.3. SEED SHALL BE SECURED BY USE OF HYDRO MULCH, OR SECURED BY (MN/DOT) SPECIFICATION 3885 CATEGORY 1 OR CATEGORY 3 EROSION BLANKET. ABSENT A SOIL TEST, FERTILIZER WITH AN ANALYSIS OF 18-1-8 (NPK) (FOR LOAMS, CLAY LOAM SOIL), OR 17-10-7 (NPK) (FOR SANDS WITH LESS THAN 30% ORGANIC AND CLAY MATTER), NATURAL BASE SHALL BE APPLIED AT A RATE OF 120 LBS/ACRE.
  - CONTRACTOR SHALL RESEED OR REPLANT ANY AREAS ON WHICH THE ORIGINAL SEED HAS FAILED TO GERMINATE AS DIRECTED BY THE OWNER'S ENGINEER.
  - IF ALTERNATIVE METHODS OF INFILTRATION BASIN CONSTRUCTION ARE PROPOSED BY THE CONTRACTOR, THOSE ALTERNATIVE METHODS WILL REQUIRE WRITTEN APPROVAL BY THE OWNER'S ENGINEER.
  - COSTS FOR REMOBILIZATION (IF REQUIRED) TO COMPLETE INFILTRATION BASIN CONSTRUCTION WILL BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.
- PERFORMANCE TESTING OF INFILTRATION BASINS:  
(TO BE CONDUCTED IF DESIGN INFILTRATION RATE WAS VERIFIED ACCORDING TO ASTM D-3385-03 "STANDARD TEST METHOD FOR INFILTRATION RATE OF SOILS IN FIELD USING DOUBLE-RING INFILTRMETER".)  
  
ALL COSTS RELATED TO THE PERFORMANCE INFILTRATION TESTING SHALL BE PAID BY THE OWNER, EXCEPT AS NOTED. THE INFILTRATION BASINS WILL BE TESTED IN ACCORDANCE TO THE FOLLOWING PROCEDURE:
  - A MINIMUM OF TWO INFILTRATION TESTS SHALL BE COMPLETED FOR EACH INFILTRATION BASIN (0.5 ACRE FLOOR AREA OR LESS). THE REQUIRED NUMBER OF TESTS SHALL BE VERIFIED WITH THE SOILS ENGINEER AND THE GOVERNING AUTHORITIES.
  - TWO ADDITIONAL TESTS WILL BE REQUIRED FOR EACH 0.5 ACRE OF INFILTRATION BASIN FLOOR AREA.
  - TEST PROCEDURE WILL FOLLOW ASTM D-3385-09 "STANDARD TEST METHOD FOR INFILTRATION RATE OF SOILS IN FIELD USING DOUBLE-RING INFILTRMETER".
  - TEST WILL BE CONDUCTED AT THE FINISHED BASIN FLOOR ELEVATION.
  - TEST WILL BE FOR A PERIOD AS OUTLINED IN ASTM D-3385-09.
  - THE TEST RESULTS WILL BE AVERAGED TO OBTAIN THE INFILTRATION RATE USED FOR ACCEPTANCE.
  - THE LOWEST MEASURED INFILTRATION RATE SHALL EXCEED THE DESIGN INFILTRATION RATE OF \_\_\_\_\_ INCHES/HOUR.
  - THE AVERAGE OF THE MEASURED INFILTRATION RATES MUST MEET OR EXCEED THE DESIGN RATE OF \_\_\_\_\_ INCHES/HOUR DIVIDED BY THE CORRECTION FACTOR USED IN CALCULATING THE DESIGN RATE AS NOTED IN TABLE 12.INF.8 FROM THE LATEST EDITION OF THE MINNESOTA STORMWATER MANUAL.  
  
IF THE INFILTRATION RATE AS TESTED DOES NOT MEET OR EXCEED THE REQUIRED RATE AS DETERMINED ABOVE, CONTRACTOR WILL BE REQUIRED TO COMPLETE SOIL CORRECTIVE AND/OR SOIL REPLACEMENT WORK AS NECESSARY WITHIN THE INFILTRATION BASIN AREA AT THE CONTRACTOR'S EXPENSE UNTIL THE INFILTRATION RATE AS TESTED EXCEEDS THE REQUIRED RATE AS DETERMINED ABOVE. SUBSEQUENT RE-TESTING WILL BE REQUIRED UNTIL THE INFILTRATION AS TESTED EXCEEDS THE REQUIRED RATE AS DETERMINED ABOVE. RE-TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR.



12800 Whitewater Drive, Suite 300  
Minnetonka, MN 55343  
763.476.6010 telephone

Engineering | Surveying | Planning | Environmental

## Client SOTA PARTNERS LLC

1170 PEACHTREE ST. NE SUITE 1150  
ATLANTA, GA 30309

## Project WOODSPRING SUITES HOTEL

## Location BROOKLYN PARK, MINNESOTA

9489 WINNETKA AVE N

## Certification

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.

Pete S. Moreau  
Registration No. 53735 Date: 08/05/2020

If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

## Summary

Designed: PSM Drawn: JMW  
Approved: PSM Book / Page:  
Phase: PRELIMINARY Initial Issue: 08/05/2020

## Revision History

No. Date By Submittal / Revision  
08/25/20 Planning Comments

## Sheet Title GRADING NOTES

Sheet No. Revision

# C4.02

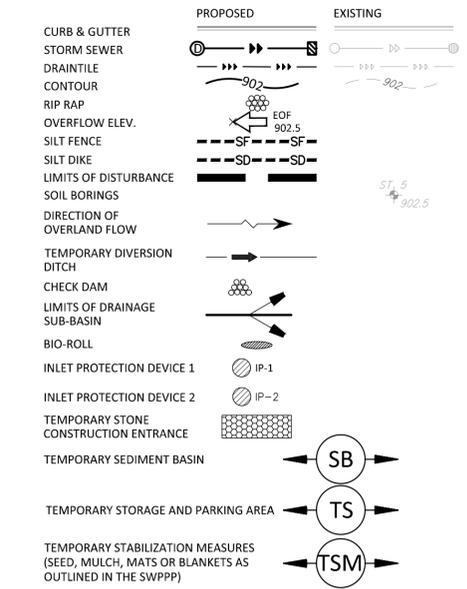
Project No. 22150

**SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE**

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
TEMPORARY CONTROL MEASURES																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE / SEDIMENT CONTROL																			
TEMPORARY CONSTRUCTION ROADS																			
FOUNDATION / BUILDING CONSTRUCTION																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			
STORM FACILITIES																			

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

**LEGEND**



**NOTE TO CONTRACTOR**

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ON SITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA. THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPs DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

**EROSION CONTROL MATERIALS QUANTITIES**

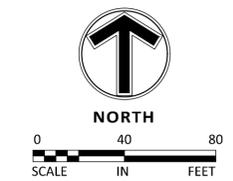
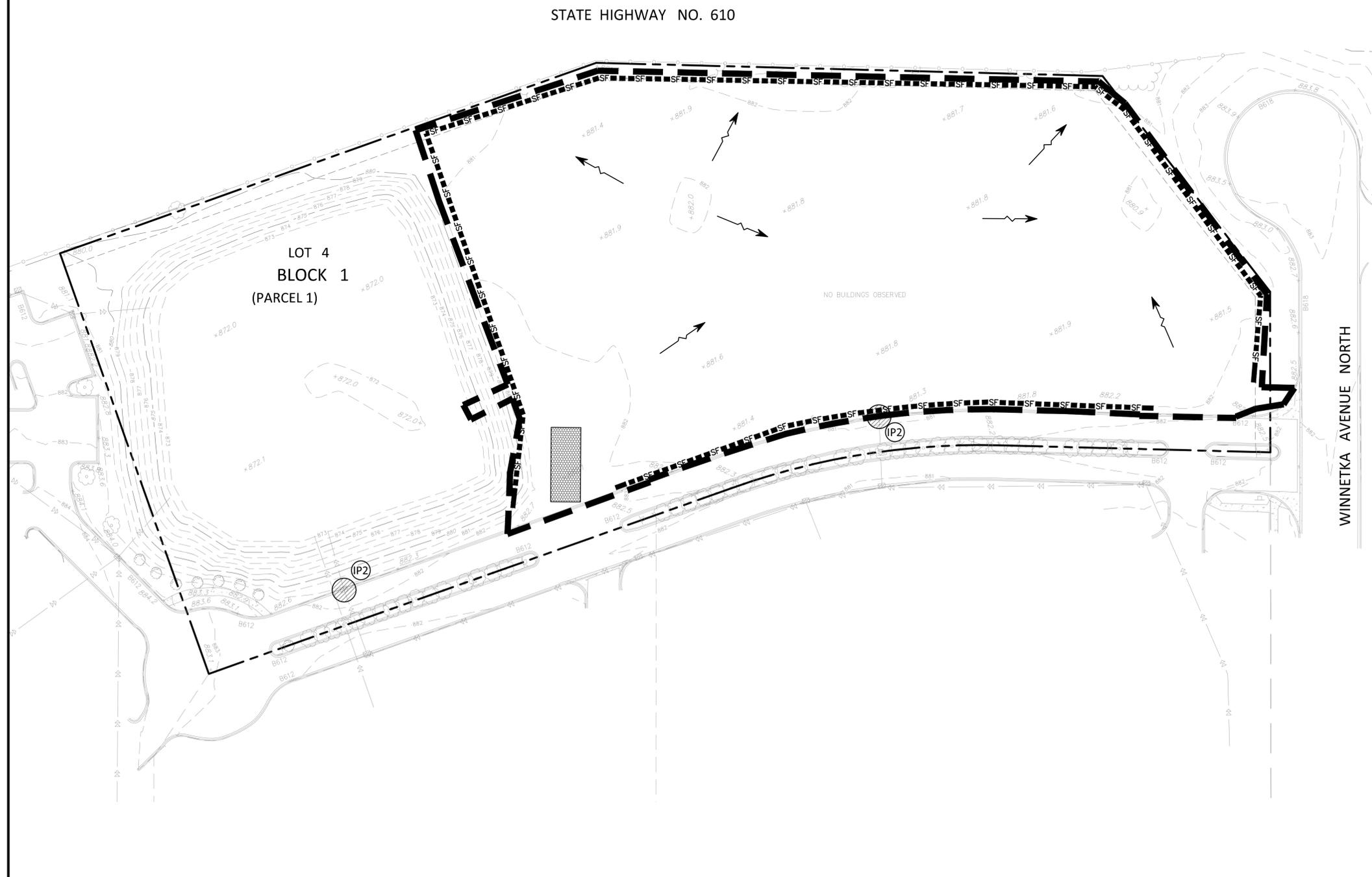
ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	1300
SILT DIKE	LINEAR FEET	0
BIO-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	0
INLET PROTECTION DEVICE (IP-2)	UNIT	2

\* REFER TO SHEET C5.03 & C5.04 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CES 38.02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



**SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE**

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
TEMPORARY CONTROL MEASURES																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE / SEDIMENT CONTROL																			
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SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			
STORM FACILITIES																			

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

**LEGEND**

	PROPOSED	EXISTING
CURB & GUTTER		
STORM SEWER		
DRAIN TILE		
CONTOUR		
RIP RAP		
OVERFLOW ELEV.		
SILT FENCE		
SILT DIKE		
LIMITS OF DISTURBANCE		
SOIL BORINGS		
DIRECTION OF OVERLAND FLOW		
TEMPORARY DIVERSION DITCH		
CHECK DAM		
LIMITS OF DRAINAGE SUB-BASIN		
BIO-ROLL		
INLET PROTECTION DEVICE 1		
INLET PROTECTION DEVICE 2		
TEMPORARY STONE CONSTRUCTION ENTRANCE		
TEMPORARY SEDIMENT BASIN		
TEMPORARY STORAGE AND PARKING AREA		
TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)		
EROSION CONTROL BLANKET		

**NOTE TO CONTRACTOR**

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**EROSION CONTROL MATERIALS QUANTITIES**

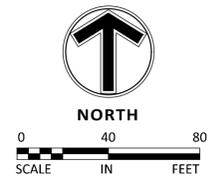
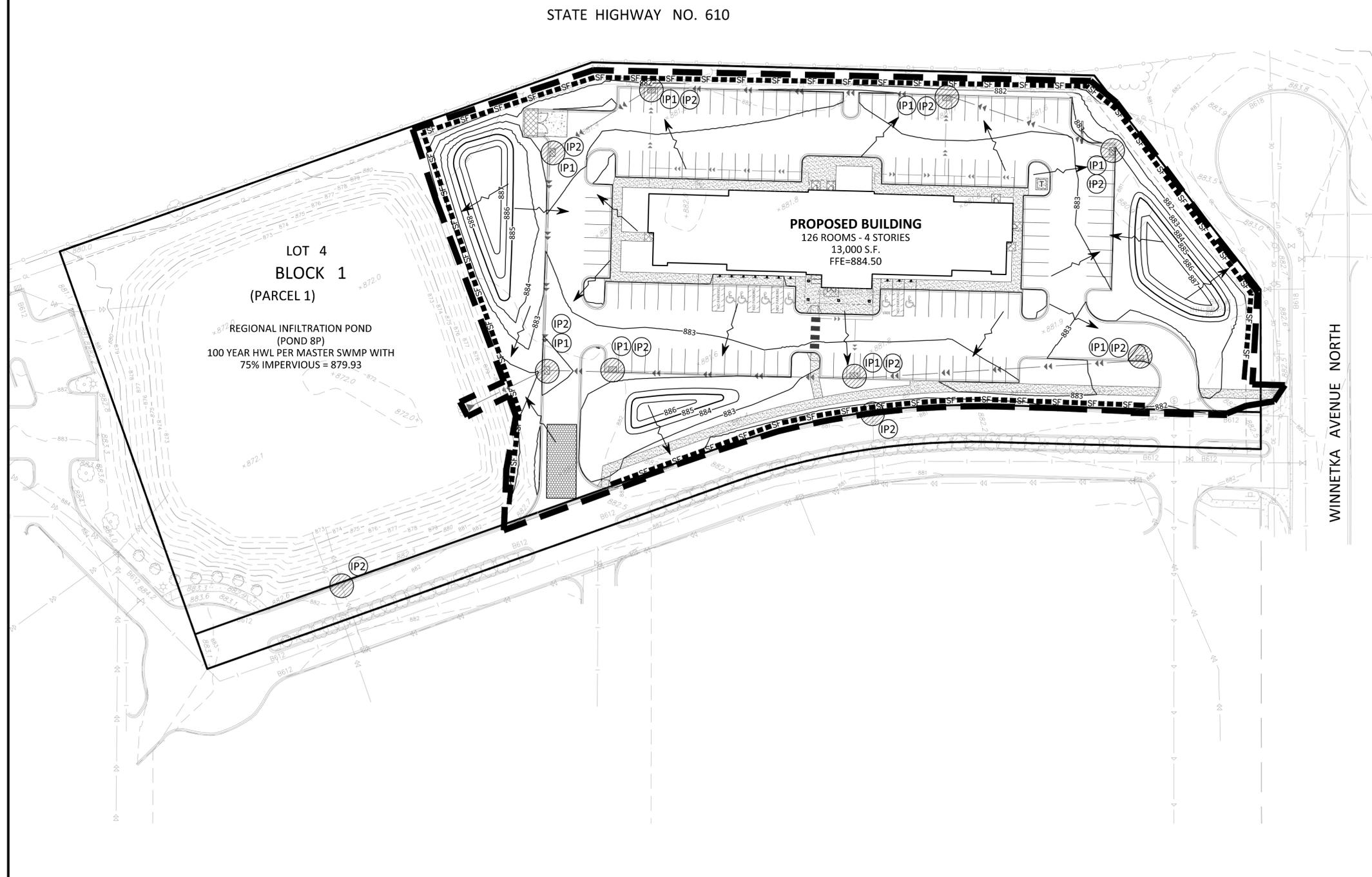
ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	1300
SILT DIKE	LINEAR FEET	0
BIO-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	8
INLET PROTECTION DEVICE (IP-2)	UNIT	10

\* REFER TO SHEET C5.03 & C5.04 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASSOCIATION OF PROFESSIONAL ENGINEERS (ASCE) 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DETECTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GDH) PER STATE ONE FOR MINNESOTA. THE CONTRACTOR AND/OR SUBCONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

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IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



**Sambatek**  
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Minnetonka, MN 55343  
763.476.6010 telephone

Engineering | Surveying | Planning | Environmental

**Client**  
**SOTA PARTNERS LLC**

1170 PEACHTREE ST. NE SUITE 1150  
ATLANTA, GA 30309

**Project**  
**WOODSPRING SUITES HOTEL**

**Location**  
**BROOKLYN PARK, MINNESOTA**  
9489 WINNETKA AVE N

**Certification**  
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.

Pete S. Moreau  
Registration No. 53735 Date: 08/05/2020  
If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

**Summary**  
Designed: PSM Drawn: JMW  
Approved: PSM Book / Page:  
Phase: PRELIMINARY Initial Issue: 08/05/2020

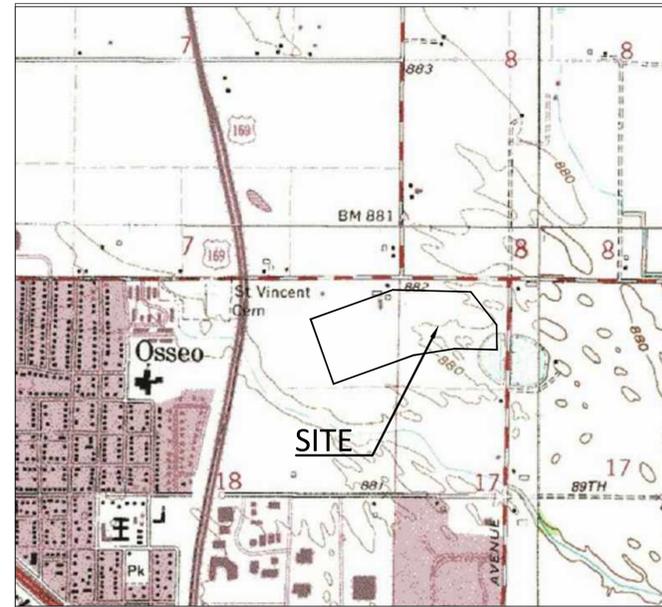
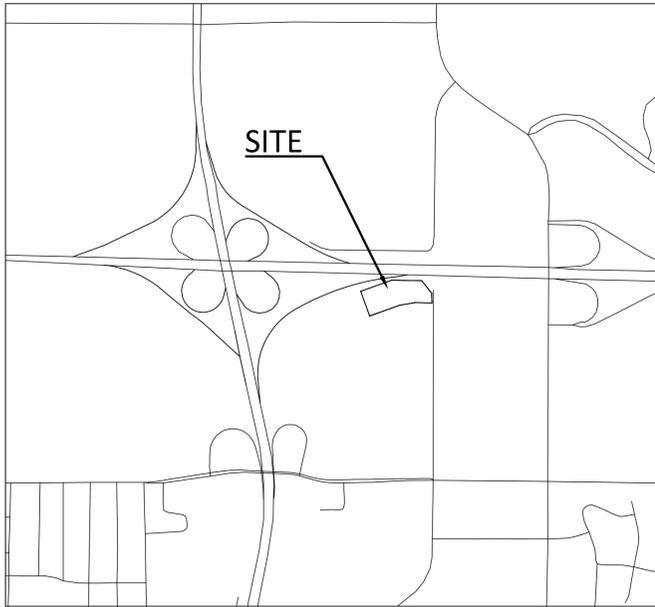
**Revision History**  
No. Date By Submittal / Revision  
08/25/20 Planning Comments

**Sheet Title**  
**EROSION CONTROL PHASE 2**

**Sheet No. Revision**  
**C5.02**

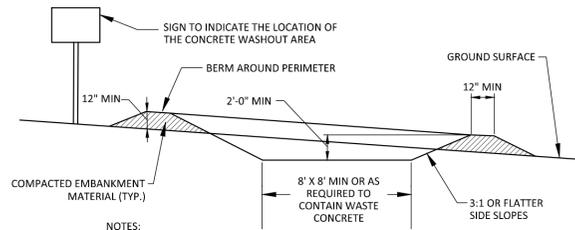
**Project No.** 22150

**EROSION & SEDIMENTATION CONTROL NOTES & DETAILS / "SITE MAP"**



**SITE LOCATION MAP**

NOT TO SCALE

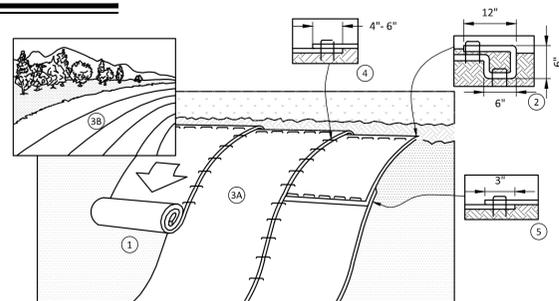


**NOTES:**

1. CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
2. CONCRETE WASHOUT AREA SHALL BE LINED WITH MINIMUM 10 MIL THICK PLASTIC LINER.
3. VEHICLE TRACKING CONTROL IS REQUIRED IF ACCESS TO CONCRETE WASHOUT AREA IS OFF PAVEMENT.
4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
5. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
6. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN ACCEPTED WASTE SITE.
7. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER ACCEPTED BY THE CITY.

**CONCRETE WASHOUT AREA**

NOT TO SCALE



1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET.
3. ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS PER MANUFACTURERS RECOMMENDATION.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 4"-6" OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
5. CONSECUTIVE BLANKETS SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE BLANKET WIDTH.
6. PLACE STAPLES/STAKES PER MANUFACTURE RECOMMENDATION FOR THE APPROPRIATE SLOPE BEING APPLIED.

**NOTES:**

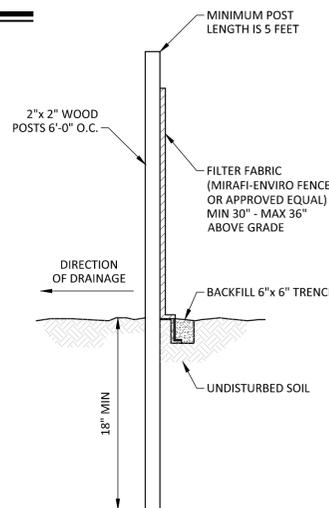
1. IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.
2. FOLLOW EROSION CONTROL TECHNOLOGY COUNCIL SPECIFICATION FOR PRODUCT SELECTION

**EB EROSION CONTROL BLANKET**

N.T.S.

**USGS MAP**

NOT TO SCALE

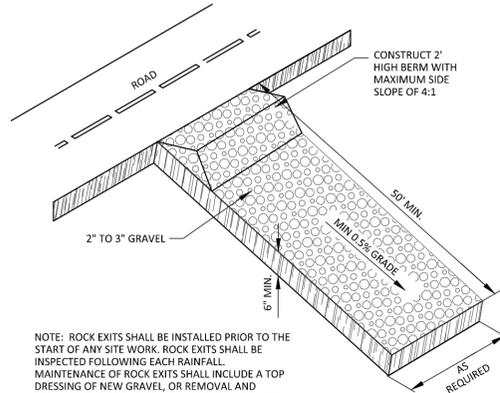


**NOTES:**

1. MAXIMUM SPACING BETWEEN POSTS (CENTER TO CENTER) SHALL NOT EXCEED 6 FEET IN SPACING.
2. A MINIMUM OF 5 FASTENERS PER POST

**SF PREASSEMBLED SILT FENCE- WOOD POSTS (MNDOT 3886)**

N.T.S.



NOTE: ROCK EXITS SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE WORK. ROCK EXITS SHALL BE INSPECTED FOLLOWING EACH RAINFALL. MAINTENANCE OF ROCK EXITS SHALL INCLUDE A TOP DRESSING OF NEW GRAVEL, OR REMOVAL AND REPLACEMENT OF THE GRAVEL AS NEEDED, TO KEEP THE EXITS FREE FROM COLLECTED MUD.

**ROCK EXIT DRIVE**

NOT TO SCALE

**GENERAL EROSION NOTES:**

1. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME. WHERE A CONFLICT EXISTS BETWEEN LOCAL JURISDICTIONAL STANDARD SPECIFICATIONS AND SAMBATEK STANDARD SPECIFICATIONS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
2. THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THIS DRAWING (EROSION & SEDIMENTATION CONTROL PLAN-ESC PLAN), THE STANDARD DETAILS, THE PLAN NARRATIVE, AND ITS APPENDICES, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING & SUBMITTING THE APPLICATION FOR THE MPCA GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE SWPPP AND THE STATE OF MINNESOTA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THE CONTENTS. THE SWPPP AND ALL OTHER RELATED DOCUMENTS MUST BE KEPT AT THE SITE DURING CONSTRUCTION.
4. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED BY THE SWPPP & PERMITS. CONTRACTOR SHALL OVERSEE THE INSPECTION & MAINTENANCE OF THE BMP'S AND EROSION PREVENTION FROM BEGINNING OF CONSTRUCTION UNTIL CONSTRUCTION IS COMPLETED, IS APPROVED BY ALL AUTHORITIES, AND THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA BY EITHER THE OWNER OR OPERATOR AS APPROVED ON PERMIT. ADDITIONAL BMP'S SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
5. CONTRACTOR SHALL COMPLY WITH TRAINING REQUIREMENTS IN PART III.A.2 OF THE GENERAL PERMIT.
6. BMP'S AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
7. ESC PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
8. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE ESC PLANS SHALL BE CLEARLY DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS. GROUND DISTURBING ACTIVITIES MUST NOT OCCUR OUTSIDE THE LIMITS OF DISTURBANCE.
9. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
10. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) MUST BE LIMITED TO A DEFINED AREA OF THE SITE AND SHALL BE CONTAINED AND PROPERLY TREATED OR DISPOSED. NO ENGINE DEGREASING IS ALLOWED ON SITE.
11. ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER IS NOT ACCEPTABLE. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES. SELF-CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS ARE ALLOWED.
12. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
13. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
14. SOLID WASTE: COLLECTED SEDIMENT, ASPHALT & CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION & DEMOLITION DEBRIS & OTHER WASTES MUST BE DISPOSED OF PROPERLY & MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
15. HAZARDOUS MATERIALS: OIL, GASOLINE, PAINT & ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE & DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
16. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE SWPPP, SHALL BE INITIATED AS SOON AS PRACTICABLE AND PRIOR TO SOIL DISTURBING ACTIVITIES UPSLOPE.
17. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED SHALL BE TEMPORARILY SEEDED, WITHIN 14 DAYS OF INACTIVITY. SEEDING SHALL BE IN ACCORDANCE WITH MN/DOT SEED MIXTURE NUMBER 21-111 OR 21-112 DEPENDING ON THE SEASON OF PLANTING (SEE MN/DOT SPECIFICATION SECTION 2575.3) SEEDING METHOD AND APPLICATION RATE SHALL CONFORM TO MN/DOT SPECIFICATION SECTION 2575.3. TEMPORARY MULCH SHALL BE APPLIED IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3F1 AND 2575.3G. ALTERNATIVELY, HYDRAULIC SOIL STABILIZER IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3H MAY BE USED IN PLACE OF TEMPORARY MULCH.
18. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED IN ACCORDANCE WITH THE TIME TABLE DESCRIBED ABOVE. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN FOR VEGETATIVE COVER.
19. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM CONVEYANCES & FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES, OR DRAINAGEWAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEANOUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.
20. ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BMP'S. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
21. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS & CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB & GUTTER SYSTEMS OR CONDUITS & DITCHES.
22. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
23. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, CHECK DAMS, INLET PROTECTION DEVICES, ETC.) TO PREVENT EROSION.
24. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

**MAINTENANCE NOTES:**

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. THE DESIGNATED CONTACT PERSON NOTED ON THIS PLAN MUST ROUTINELY INSPECT THE CONSTRUCTION ON SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
2. TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME. DRAINAGE AND REMOVAL MUST BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS (SEE PART IV.D. OF THE GENERAL PERMIT).
3. SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT BEING DEPOSITED BY EROSION. CONTRACTOR MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS, AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. THE REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. CONTRACTOR SHALL USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.
4. CONSTRUCTION SITE VEHICLE EXIT LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL OFF-SITE PAVED SURFACES, WITHIN 24 HOURS OF DISCOVERY, OR IF APPLICABLE, WITHIN A SHORTER TIME TO COMPLY WITH PART IV.C.6 OF THE GENERAL PERMIT.
5. CONTRACTOR IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMP'S, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE. THE PERMITTEE(S) ARE RESPONSIBLE UNTIL ANOTHER PERMITTEE HAS ASSUMED CONTROL (ACCORDING TO PART II.B.5 OF THE MPCA GENERAL PERMIT) OVER ALL AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED OR THE SITE HAS UNDERGONE FINAL STABILIZATION, AND A (N.O.T.) HAS BEEN SUBMITTED TO THE MPCA.
6. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS (E.G., FUGITIVE SEDIMENT IN STREETS COULD BE WASHED INTO STORM SEWERS BY THE NEXT RAIN AND/OR POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS).
7. ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITIES IS REACHING THE INFILTRATION AREA AND THESE AREAS ARE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION EQUIPMENT DRIVING ACROSS THE INFILTRATION AREA.

**SEQUENCE OF CONSTRUCTION**

**PHASE I:**

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
5. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
6. CLEAR AND GRUB THE SITE.
7. BEGIN GRADING THE SITE.
8. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

**PHASE II:**

1. TEMPORARILY SEED DENUDED AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT



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763.476.6010 telephone

Engineering | Surveying | Planning | Environmental

**Client SOTA PARTNERS LLC**

1170 PEACHTREE ST. NE SUITE 1150  
ATLANTA, GA 30309

**Project WOODSPRING SUITES HOTEL**

**Location BROOKLYN PARK, MINNESOTA**

9489 WINNETKA AVE N

**Certification**

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.

Pete S. Moreau  
Registration No. 53735 Date: 08/05/2020

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Approved: PSM Book / Page:  
Phase: PRELIMINARY Initial Issue: 08/05/2020

**Revision History**

No.	Date By	Submittal / Revision
08/25/20		Planning Comments

**Sheet Title EROSION CONTROL DETAILS & NOTES**

**Sheet No. Revision C5.03**

Project No. 22150

**Client**  
**SOTA**  
**PARTNERS LLC**

1170 PEACHTREE ST. NE SUITE 1150  
ATLANTA, GA 30309

**Project**  
**WOODSPRING**  
**SUITES HOTEL**

**Location**  
**BROOKLYN**  
**PARK,**  
**MINNESOTA**

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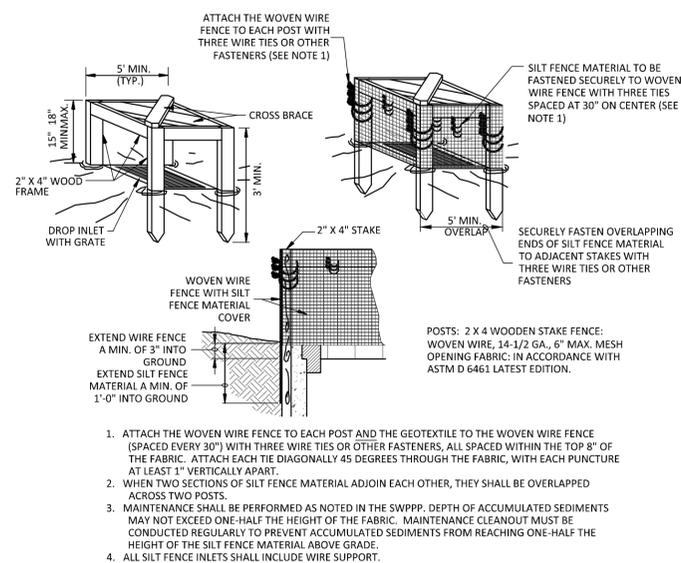
**Revision History**

No.	Date	By	Submittal / Revision
	08/25/20		Planning Comments

**Sheet Title**  
**EROSION**  
**CONTROL**  
**DETAILS**

**Sheet No. Revision**  
**C5.04**

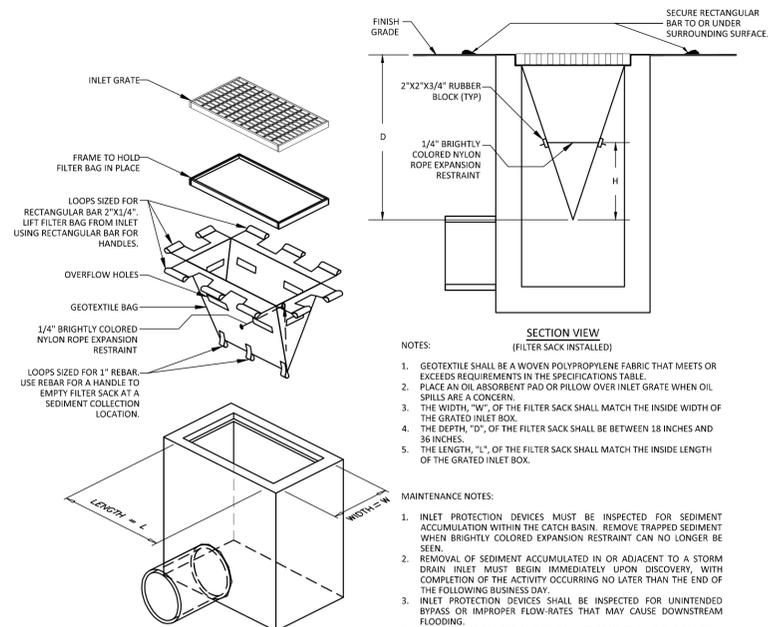
**Project No.** 22150



**SILT FENCE INLET PROTECTION (IP-1)**

NOT TO SCALE

1. ATTACH THE WOVEN WIRE FENCE TO EACH POST AND THE GEOTEXTILE TO THE WOVEN WIRE FENCE (SPACED EVERY 30") WITH THREE WIRE TIES OR OTHER FASTENERS, ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART.
2. WHEN TWO SECTIONS OF SILT FENCE MATERIAL ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED ACROSS TWO POSTS.
3. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE SWPPP. DEPTH OF ACCUMULATED SEDIMENTS MAY NOT EXCEED ONE-HALF THE HEIGHT OF THE FABRIC. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING ONE-HALF THE HEIGHT OF THE SILT FENCE MATERIAL ABOVE GRADE.
4. ALL SILT FENCE INLETS SHALL INCLUDE WIRE SUPPORT.



**INLET PROTECTION FILTER SACK (IP-2)**

N.T.S.  
FOR USE ONLY IN PAVED AREAS WHERE SEDIMENT LOADS ARE EXPECTED TO BE VERY LOW. FILTER SACK MUST HAVE OVERFLOW HOLES TO PREVENT PONDING.

- NOTES:
1. GEOTEXTILE SHALL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
  2. PLACE AN OIL ABSORBENT PAD OR PILLOW OVER INLET GRATE WHEN OIL SPILLS ARE A CONCERN.
  3. THE WIDTH, "W", OF THE FILTER SACK SHALL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
  4. THE DEPTH, "D", OF THE FILTER SACK SHALL BE BETWEEN 18 INCHES AND 26 INCHES.
  5. THE LENGTH, "L", OF THE FILTER SACK SHALL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.

- MAINTENANCE NOTES:
1. INLET PROTECTION DEVICES MUST BE INSPECTED FOR SEDIMENT ACCUMULATION WITHIN THE CATCH BASIN. REMOVE TRAPPED SEDIMENT WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
  2. REMOVAL OF SEDIMENT ACCUMULATED IN OR ADJACENT TO A STORM DRAIN INLET MUST BEGIN IMMEDIATELY UPON DISCOVERY, WITH COMPLETION OF THE ACTIVITY OCCURRING NO LATER THAN THE END OF THE FOLLOWING BUSINESS DAY.
  3. INLET PROTECTION DEVICES SHALL BE INSPECTED FOR UNINTENDED BYPASS OR IMPROPER FLOW-RATES THAT MAY CAUSE DOWNSTREAM FLOODING.
  4. CONTACT THE CEC FOR ALTERNATE INLET PROTECTION IF THE DESIGNED PROTECTION MAY IMPACT DOWNSTREAM BMPs, ADJACENT SLOPES, ETC., DUE TO PONDING ISSUES. ENSURE THAT NO UNDERMINING OF INLET PROTECTION DEVICES HAS OCCURRED.
  5. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.

**UTILITY CONSTRUCTION NOTES**

- THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.
  - ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY REQUIREMENTS.
  - CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF CONTRACTOR.
  - A MINIMUM VERTICAL SEPARATION OF 18 INCHES AND HORIZONTAL SEPARATION OF 10-FEET BETWEEN OUTSIDE PIPE DIAMETERS IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (BUILDING, STORM AND SANITARY) CROSSINGS.
    - ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
      - ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
      - ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
        - ALL SANITARY SEWER SERVICES TO BUILDING SHALL BE PVC SCH 40 CONFORMING TO ASTM D2665.
      - ALL WATERMAIN TO BE DUCTILE IRON - CLASS 52 WRAPPED IN POLYETHYLENE, UNLESS NOTED OTHERWISE.
        - ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
        - PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY STANDARDS.

- ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATER TIGHT GASKETS, UNLESS NOTED OTHERWISE.
  - ALL STORM SEWER PIPE FOR ROOF DRAIN SERVICES TO BUILDING SHALL BE PVC SCH 40 CONFORMING TO ASTM D2665.
  - RIP RAP SHALL BE Mn/DOT CLASS 3.
- COORDINATE ALL BUILDING SERVICE CONNECTION LOCATIONS AND INVERT ELEVATIONS WITH MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL BUILDING SERVICE CONNECTIONS (STORM, SANITARY, WATER) WITH FIVE FEET OR LESS COVER ARE TO BE INSULATED FROM BUILDING TO POINT WHERE 5-FEET OF COVER IS ACHIEVED.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES

SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.

9. ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER.

A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY:

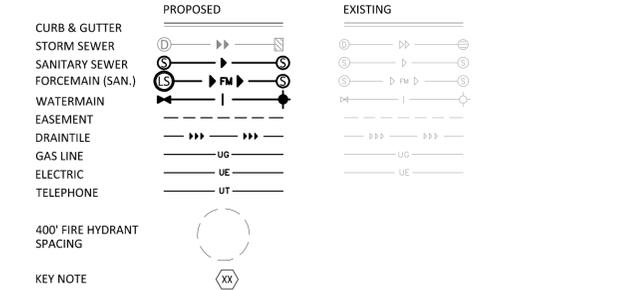
COMPANY: AMERICAN ENGINEERING TESTING, INC.  
 ADDRESS: 550 CLEVELAND AVE N, ST. PAUL, MN 55114  
 PHONE: 651-659-9001  
 DATED: JULY 6, 2020

CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.

10. CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO SAMBATEK. CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.

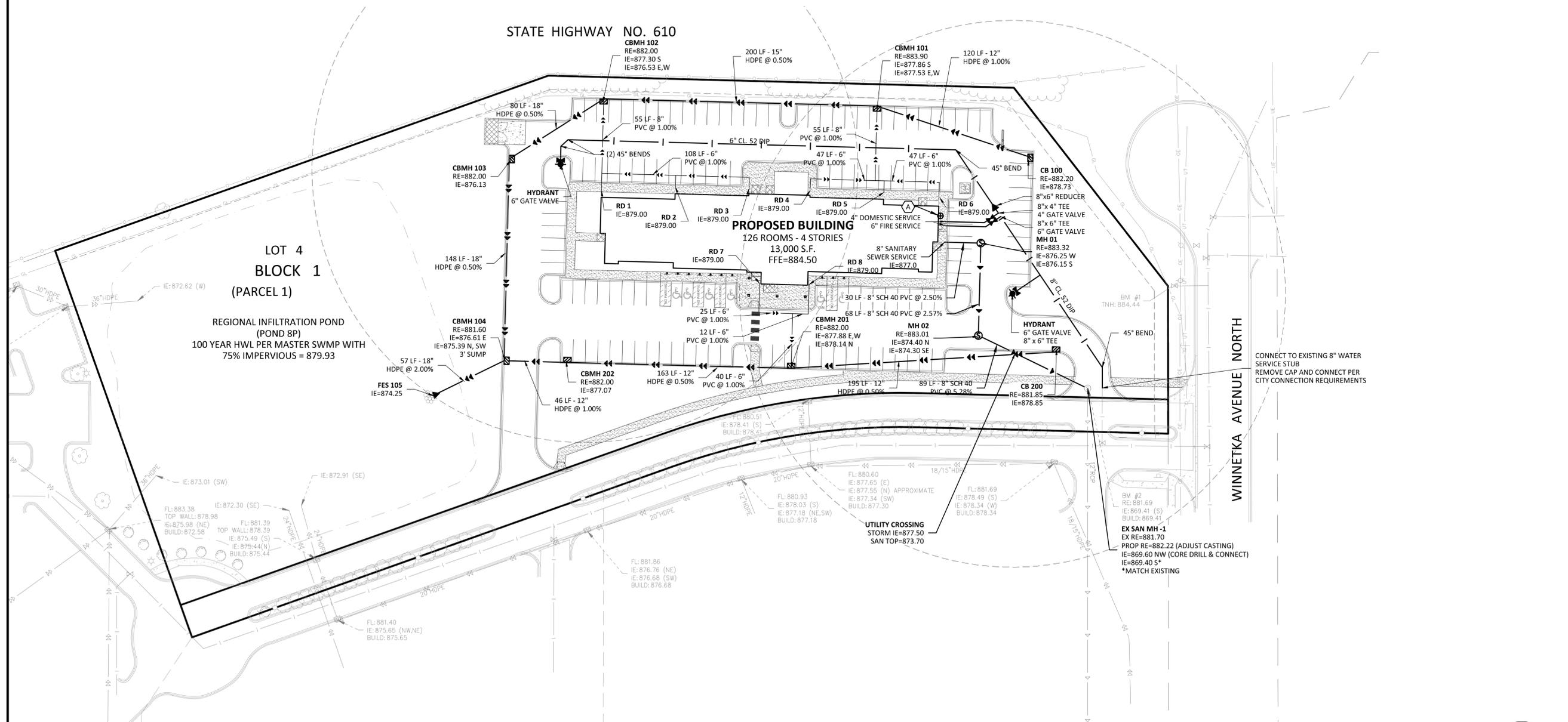
11. CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.

**LEGEND**



**UTILITY KEY NOTES**

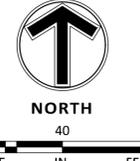
- IRRIGATION METER - ALL IRRIGATION WATER TO BE SERVED FROM BUILDING IRRIGATION METER



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL 1. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CE 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA), THE CONTRACTOR AND/OR SUBCONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



**Sambatek**  
 www.sambatek.com  
 12800 Whitewater Drive, Suite 300  
 Minnetonka, MN 55343  
 763.476.6010 telephone

Engineering | Surveying | Planning | Environmental

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**Project WOODSPRING SUITES HOTEL**

**Location BROOKLYN PARK, MINNESOTA**  
 9489 WINNETKA AVE N

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Pete S. Moreau  
 Registration No. 53735 Date: 08/05/2020  
 If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

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 Approved: PSM Book / Page:  
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**Revision History**

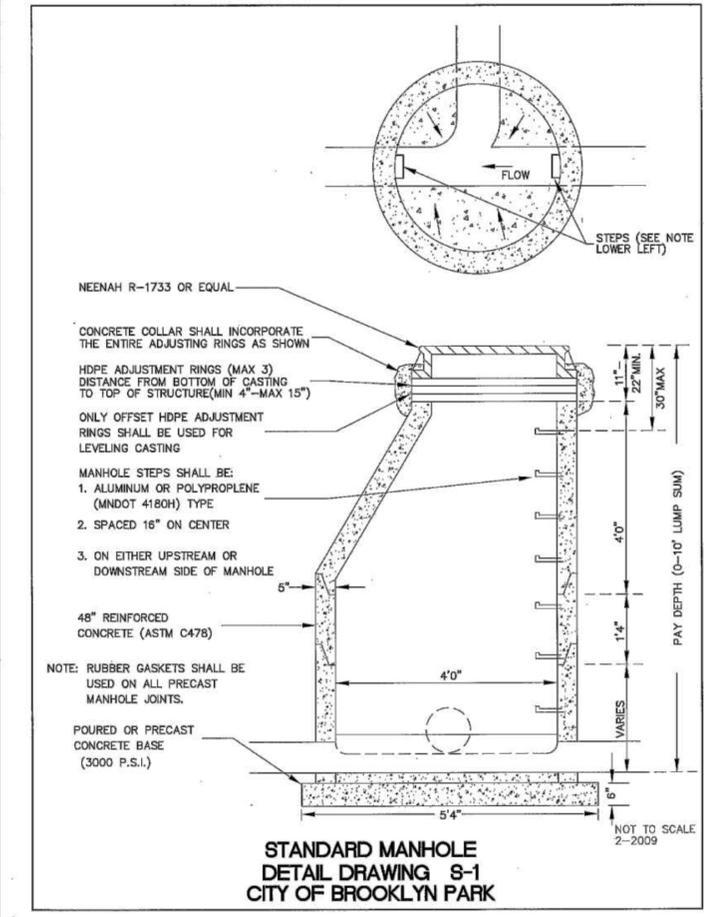
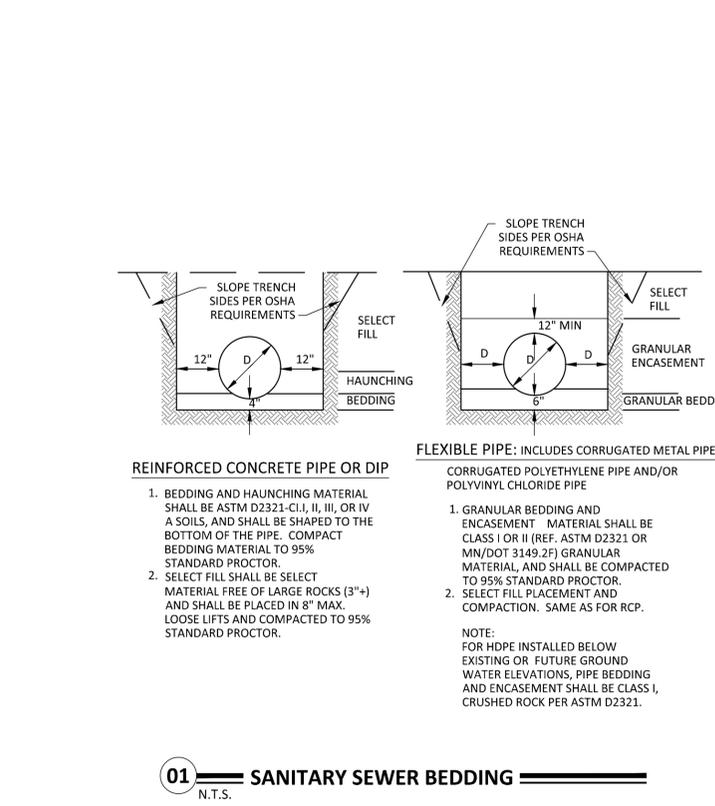
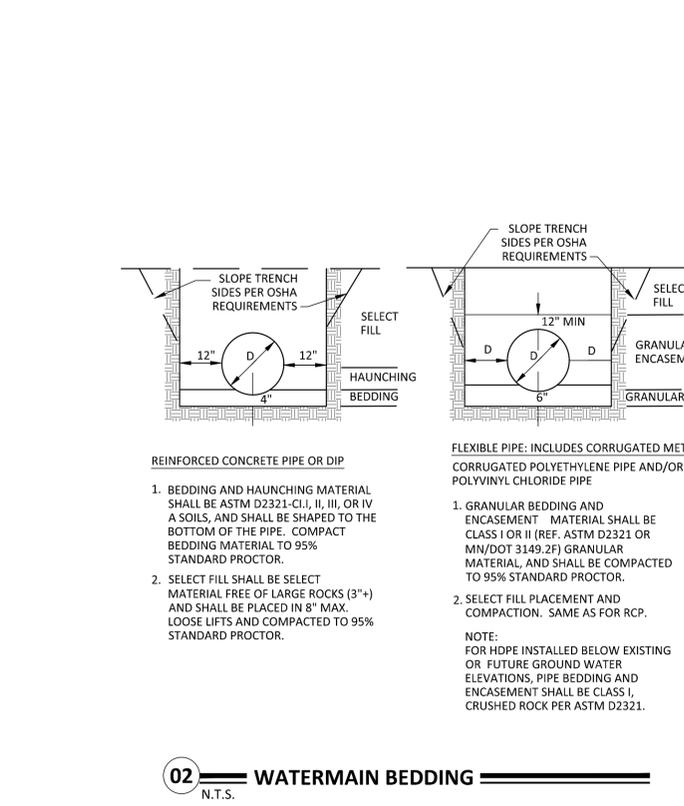
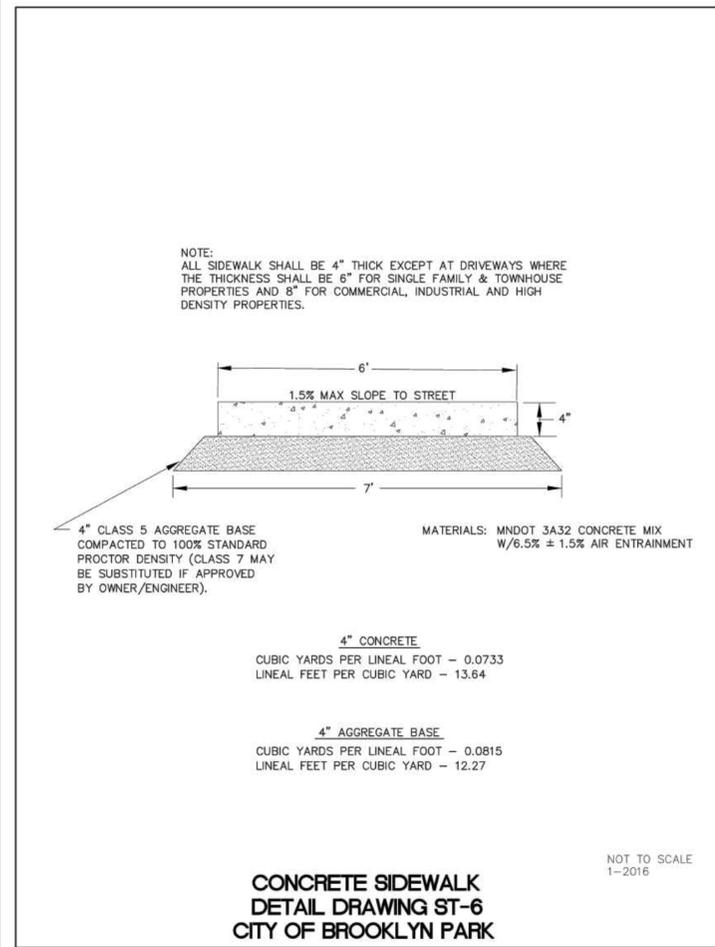
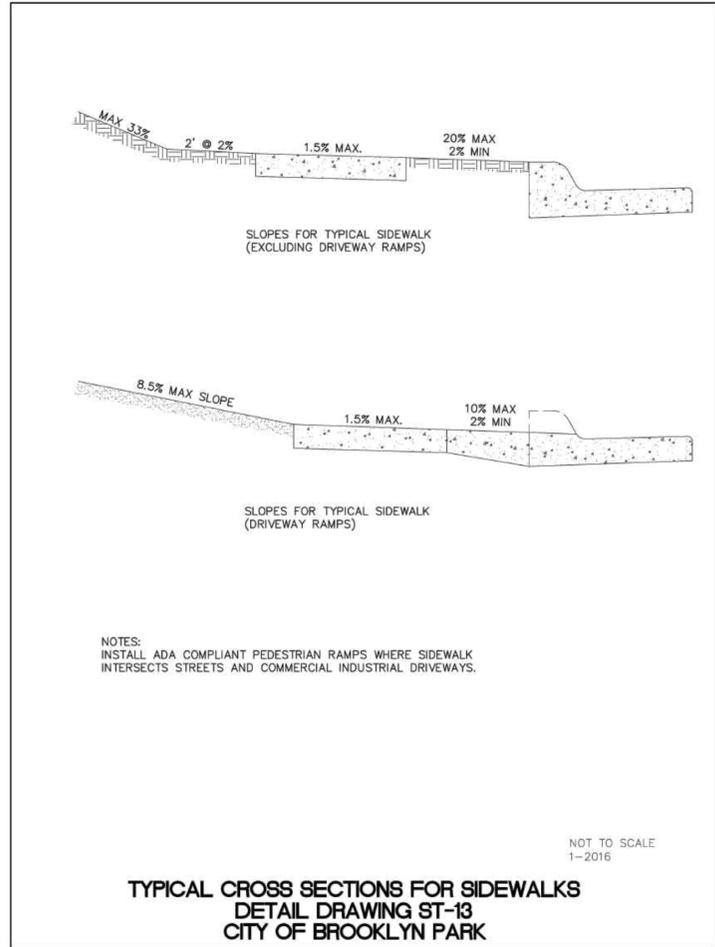
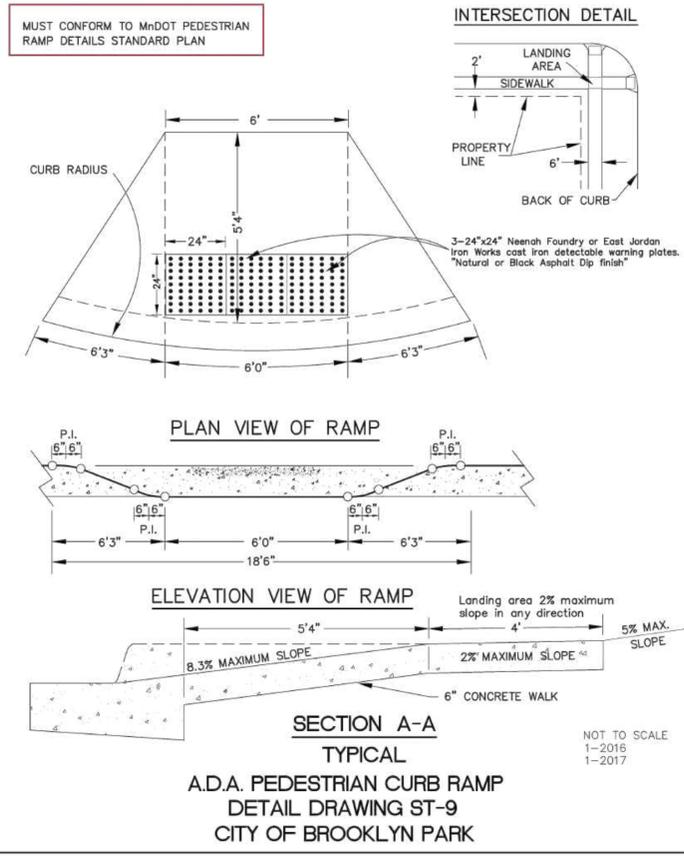
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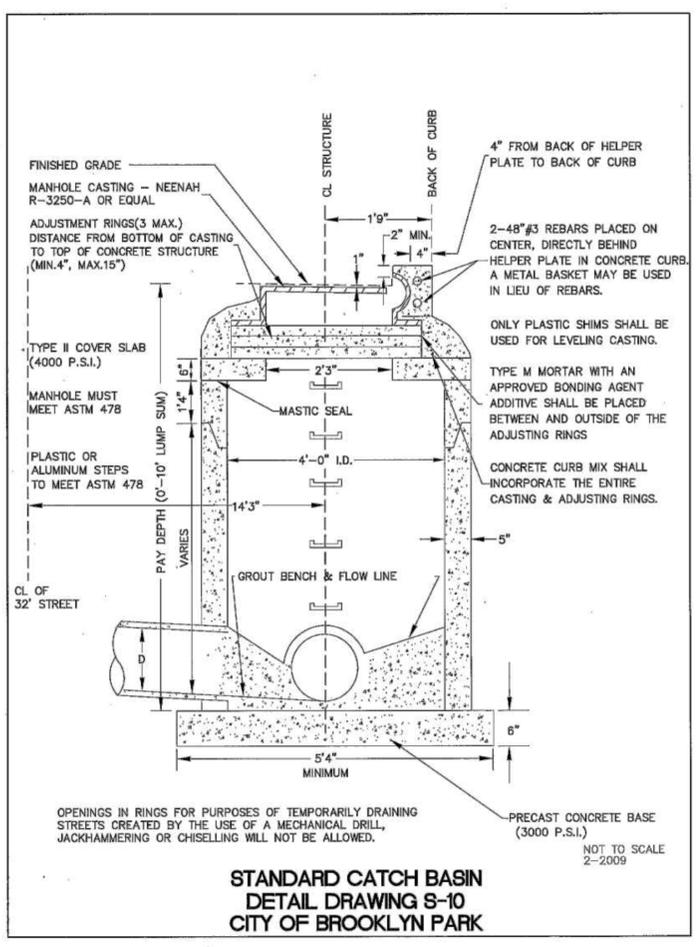
**Sheet Title UTILITY PLAN**

**Sheet No. Revision C6.01**

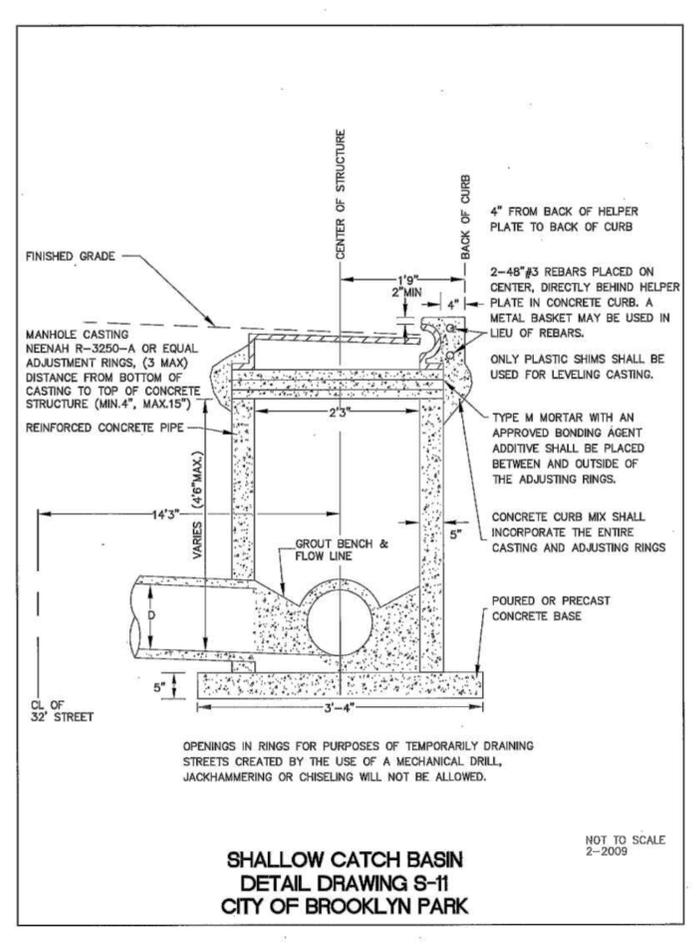
**Project No. 22150**

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

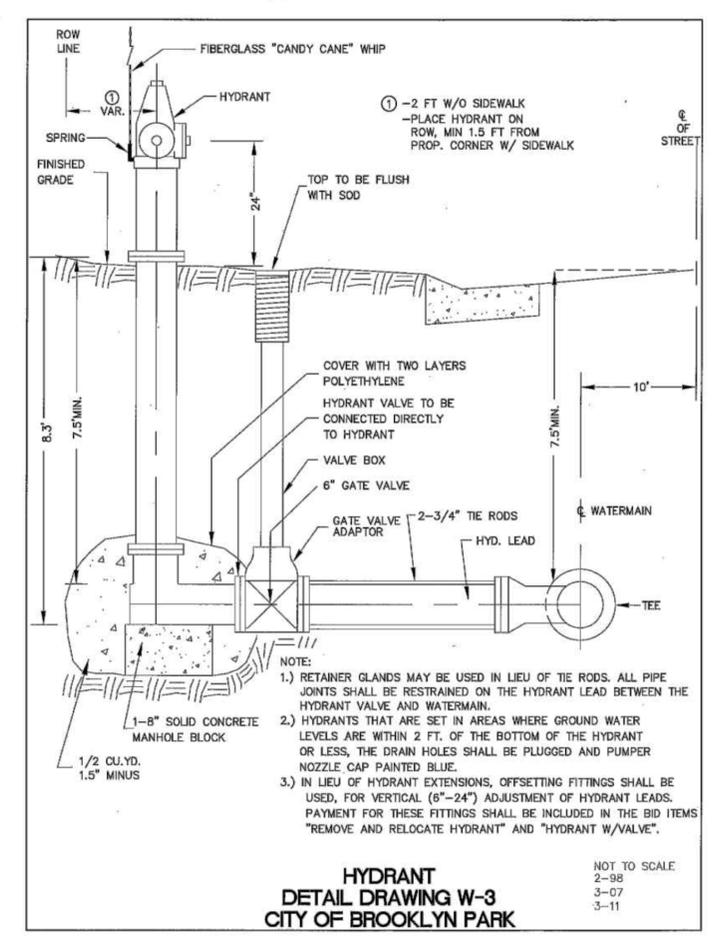




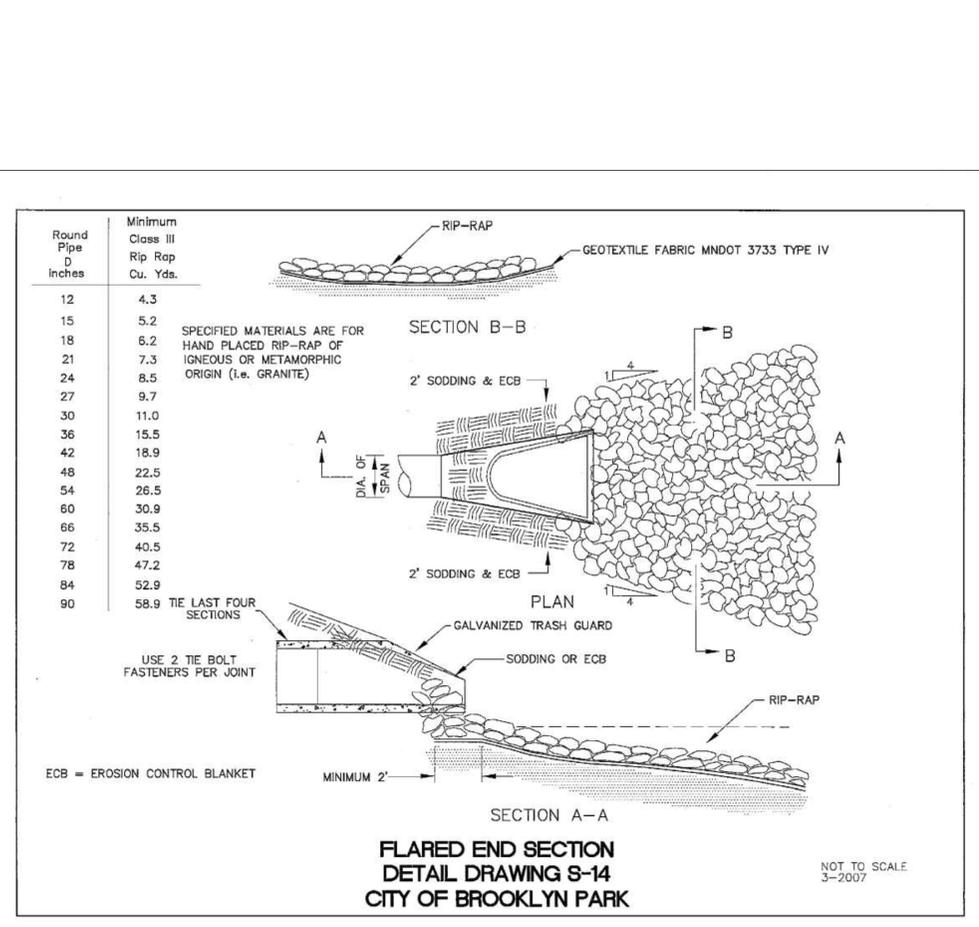
**STANDARD CATCH BASIN  
DETAIL DRAWING S-10  
CITY OF BROOKLYN PARK**



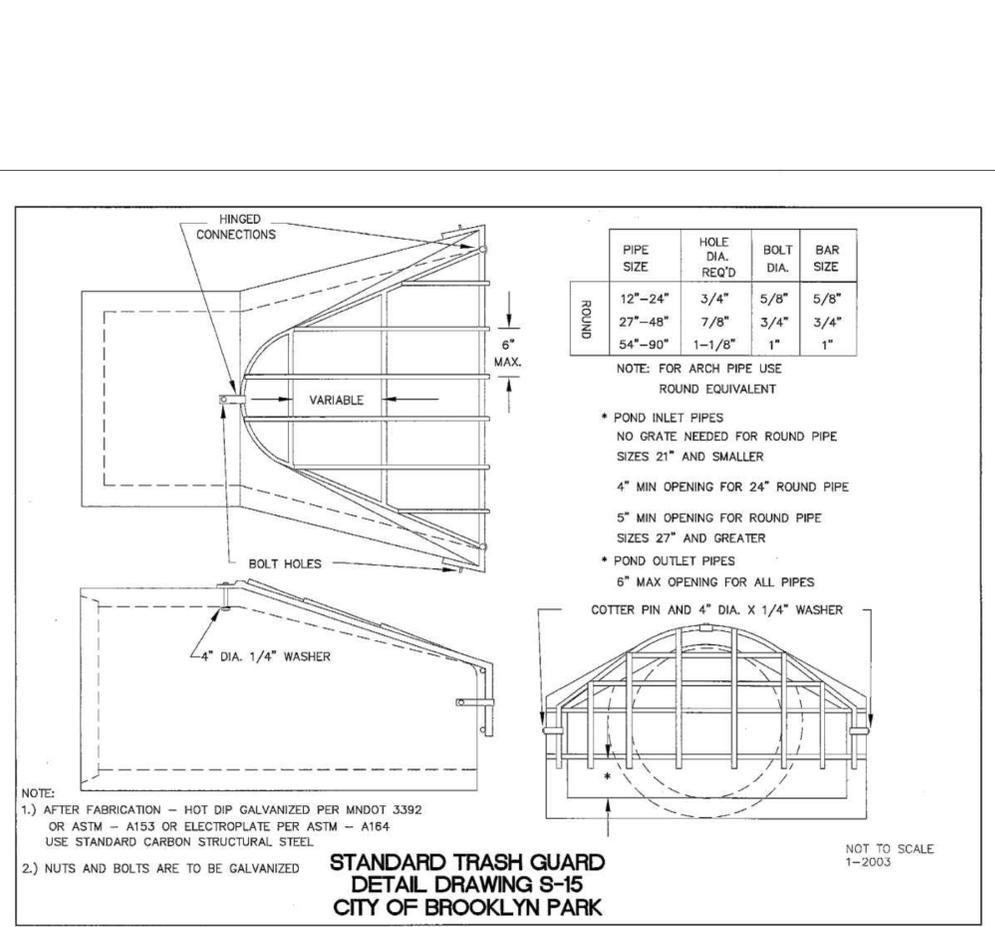
**SHALLOW CATCH BASIN  
DETAIL DRAWING S-11  
CITY OF BROOKLYN PARK**



**HYDRANT  
DETAIL DRAWING W-3  
CITY OF BROOKLYN PARK**



**FLARED END SECTION  
DETAIL DRAWING S-14  
CITY OF BROOKLYN PARK**



**STANDARD TRASH GUARD  
DETAIL DRAWING S-15  
CITY OF BROOKLYN PARK**

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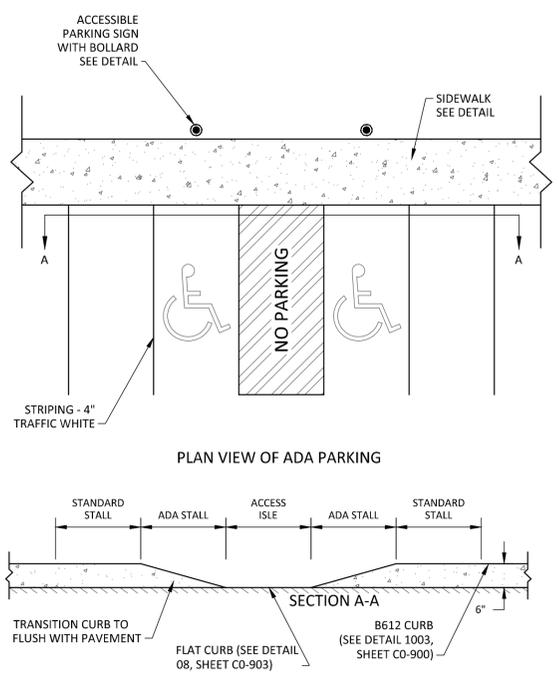
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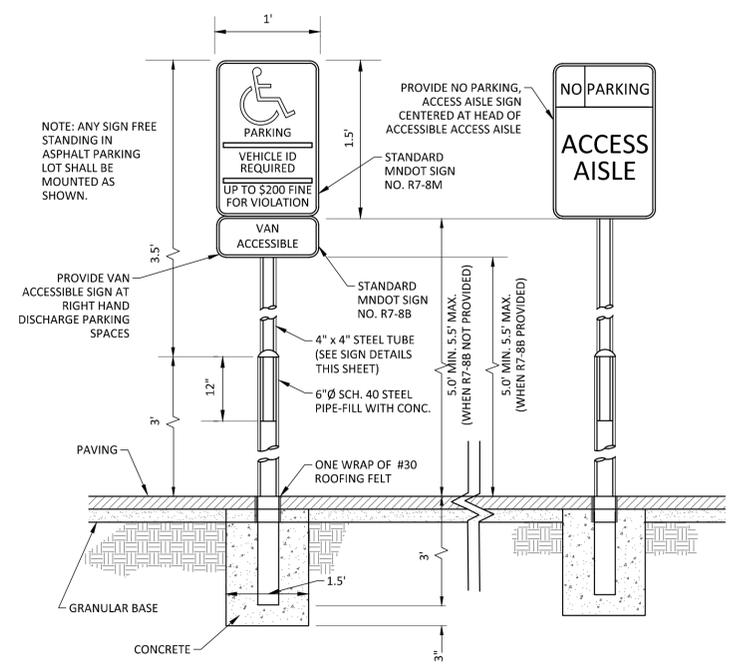
**Sheet Title  
DETAILS**

**Sheet No. Revision  
C9.02**

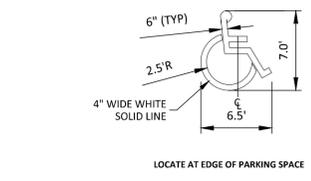
Project No. 22150



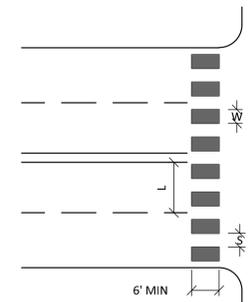
**01 ADA PARKING**  
N.T.S.



**02 ACCESSIBLE PARKING SIGN WITH BOLLARD**  
N.T.S.



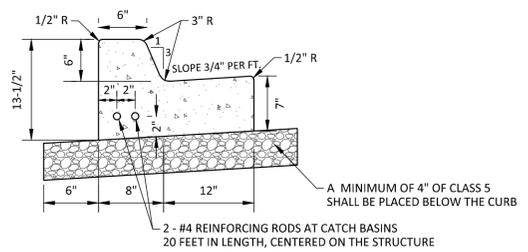
**03 ACCESSIBLE PARKING SYMBOL**  
N.T.S.



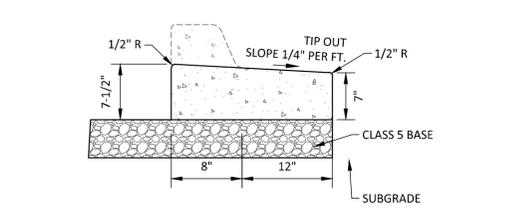
(L) WIDTH OF INSIDE LANE	(W) WIDTH OF PAINTED AREA	(S) WIDTH OF SPACE
9'	2.0'	2.5'
10'	2.5'	2.5'
11'	2.5'	3.0'
12'	3.0'	3.0'
13'	3.0'	3.5'

- NOTES:**
- CROSS WALK TO BE PAINTED WITH SOLID WHITE REFLECTIVE TRAFFIC PAINT PER DIMENSIONS IN TABLE.
  - ZEBRA CROSS WALK - SEE SECTION 7-5.00 OF JUNE 2015 MN/DOT TRAFFIC ENGINEERING MANUAL FOR CROSSWALK MARKINGS.
  - PAINTED AREAS TO BE CENTERED ON CENTERLINE AND LANE LINES.
  - A MINIMUM OF 1.5 FEET CLEAR DISTANCE SHALL BE LEFT ADJACENT TO THE CURB. IF THE LAST PAINTED AREA FALLS INTO THIS DISTANCE, IT MUST BE OMITTED.
  - ON TWO-LANE, TWO-WAY STREETS, USE THE SPACING SHOWN FOR A 11 FOOT INSIDE LANE.
  - FOR DIVIDED ROADWAYS, ADJUSTMENTS IN SPACING OF THE BLOCKS SHOULD BE MADE IN THE MEDIUM SO THE BLOCKS ARE MAINTAINED IN THEIR PROPER LOCATION ACROSS THE TRAVELED PORTION OF THE ROADWAY.
  - AT SKEWED CROSSWALKS, THE BLOCKS ARE TO REMAIN PARALLEL TO THE LANE LINES.

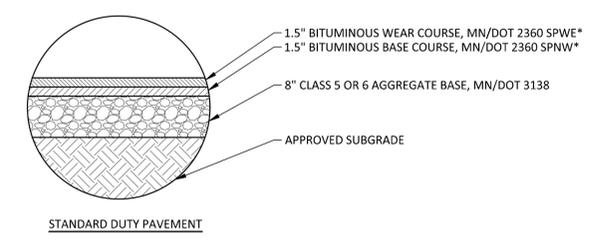
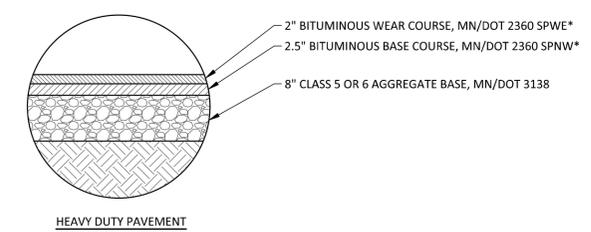
MNDOT DETAIL - DRAWN BASED ON MNDOT FIGURE 7.20 DATED 1/1/96, ADDED ADDITIONAL NOTES 6/3/04 dot.state.mn.us



**05 B612 CONCRETE CURB & GUTTER**  
N.T.S.

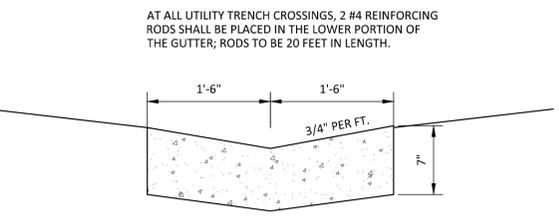


**06 B612 FLAT CURB & GUTTER**  
N.T.S.



- NOTES:**
- THE PAVEMENT SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MNDOT "STANDARD SPECIFICATION FOR CONSTRUCTION", AND ALSO THE REQUIREMENTS OF THE OWNER'S GEOTECHNICAL CONSULTANT.
  - ALL THICKNESSES, AS SPECIFIED, ARE TO BE CONSIDERED MINIMUM DEPTHS, AFTER COMPACTION.
  - MN/DOT SPEC. 2357 BITUMINOUS TACK COAT SHALL BE PLACED BETWEEN SUCCESSIVE BITUMINOUS LIFTS AND AGAINST ABUTTING CONCRETE CURB EDGES.

\* REFER TO BITUMINOUS MIX DESIGN REQUIREMENT PROVIDED BY THE GEOTECHNICAL CONSULTANT



**07 CONCRETE VALLEY GUTTER**  
N.T.S.

**PLANT SCHEDULES**

TREE SCHEDULE						
TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	SG	Acer freemanii 'Sienna Glen' / Sienna Glen Maple	B & B	2.5"Cal		4
	IH	Gleditsia triacanthos 'Imperial' / Imperial Honeylocust	B & B	2.5"Cal		4
	BO	Quercus macrocarpa / Burr Oak	B & B	2.5"Cal		3
	BL	Tilia americana 'Boulevard' / Boulevard Linden	B & B	2.5"Cal		3
CONIFERS						
CONIFERS	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	BF	Abies balsamea / Balsam Fir	B & B		6'	3
	NS	Picea abies / Norway Spruce	B & B		6'	2
	BS	Picea glauca densata / Black Hills Spruce	B & B		6'	3
	WP	Pinus strobus / White Pine	B & B		6'	3
	SP	Pinus sylvestris / Scotch Pine	B & B		6'	2
ORN. TREES						
ORN. TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	SB	Amelanchier canadensis 'Autumn Brilliance' / Autumn Brilliance Serviceberry	B & B	2"Cal		3
	HT	Crataegus crus-galli 'Inermis' / Thornless Hawthorn	B & B	2.5"Cal		2
	AM	Maackia amurensis / Amur Maackia	B & B	2"Cal		3
	CC	Malus x 'Coralburst' / Coralburst Crabapple	B & B	2"Cal		2
	SS	Malus x 'Spring Snow' / Spring Snow Crab Apple	B & B	2"Cal		2
	IL	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	B & B	2"Cal		15

SHRUB SCHEDULE					
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	QTY	
	BC	Aronia melanocarpa 'Autumn Magic' / Autumn Magic Black Chokeberry	5 gal	18	
	CD	Cornus sericea 'Alleman's Compact' / Dwarf Red Twig Dogwood	5 gal	3	
	BH	Diervilla lonicera / Dwarf Bush Honeysuckle	5 gal	78	
	FNG	Forsythia x 'Northern Gold' / Northern Gold Forsythia	5 gal	12	
	AH	Hydrangea arborescens 'Annabelle' / Annabelle Smooth Hydrangea	5 gal	11	
	LH	Hydrangea paniculata 'Jane' / Little Lime Hydrangea	5 gal	26	
	MP	Potentilla fruticosa 'McKay's White' / McKay's White Bush Cinquefoil	5 gal	74	
	SDI	Salix discolor / Pussy Willow	5 gal	5	
	DW	Salix purpurea 'Nana' / Dwarf Arctic Willow	5 gal	14	
	FS	Sorbaria sorbifolia 'Sem' / Sem Ash Leaf Spirea	5 gal	11	
	TMT	Taxus x media 'Tauntoni' / Tauntoni's Yew	5 gal	9	
GRASSES					
GRASSES	CODE	BOTANICAL / COMMON NAME	CONT	QTY	
	KFG	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal	10	
PERENNIALS					
PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT	QTY	
	SBA	Allium x 'Summer Beauty' / Summer Beauty Allium	1 gal	69	
	CAD	Hemerocallis x 'Chicago Apache' / Daylily	1 gal	110	
	RRD	Hemerocallis x 'Rosy Returns' / Daylily	1 gal	67	

**BROOKLYN PARK LANDSCAPE CODE**

A MINIMUM OF ONE LARGE TREE OR TWO MEDIUM TREES SHALL BE PROVIDED PER 360 SQUARE FEET OF REQUIRED PARKING LOT AREA GREEN SPACE.

REQUIRED CANOPY TREES SHALL BE LOCATED WITHIN THE PARKING LOT AREA ISLANDS (MINIMUM WIDTH OF SIX FEET AND TOTAL AREA OF 180 SQUARE FEET IF DESIGNED AS END ISLAND OR NINE FEET IN WIDTH IF DESIGNED AS CONTINUOUS ISLAND BETWEEN BAYS).

IMPERVIOUS INTERIOR PARKING AREA:  
 REQUIRED INTERIOR PARKING AREA GREEN SPACE: 1.24 AC (10.0%)  
 INTERIOR GREEN SPACE PROVIDED: 0.12 AC (10.0%)

TOTAL OPEN SPACE: (EXCLUDING POND AREA) 2.8 AC X 30%  
 REQUIRED: 36,721 SF  
 PROPOSED: 46,610 SF

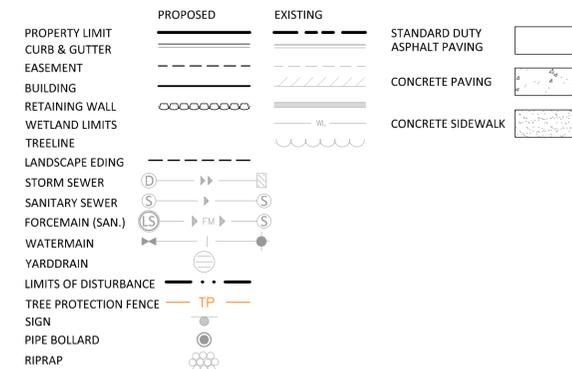
PLANT DIVERSITY: NO MORE THAN 25% OF ANY TREES PLANTED SHALL COME FROM THE SAME FAMILY AND 15% OF THE SAME SPECIES. PROVIDE AT LEAST THREE OF THE FOLLOWING REQUIREMENTS:

CALCULATIONS  
 ONE OVERSTORY TREE PER 3000 SQ FT OPEN AREA: REQUIRED 13, PROPOSED 14  
 ONE CONIFEROUS TREE PER 3000 SQ FT OPEN AREA: REQUIRED 13, PROPOSED 13  
 ONE ORNAMENTAL TREE PER 1500 SQ FT OPEN AREA: REQUIRED 26, PROPOSED 27  
 ONE SHRUB PER 100 SQ FT OPEN AREA: REQUIRED 366, PROPOSED 261

BUILDING PERIMETER  
 AT LEAST 50% OF THE TOTAL BUILDING PERIMETER SHALL BE SODDED OR LANDSCAPED WITH APPROVED GROUND COVER, LOW LEVEL PLANTINGS IN AN AREA NO LESS THAN SIX FEET WIDTH.

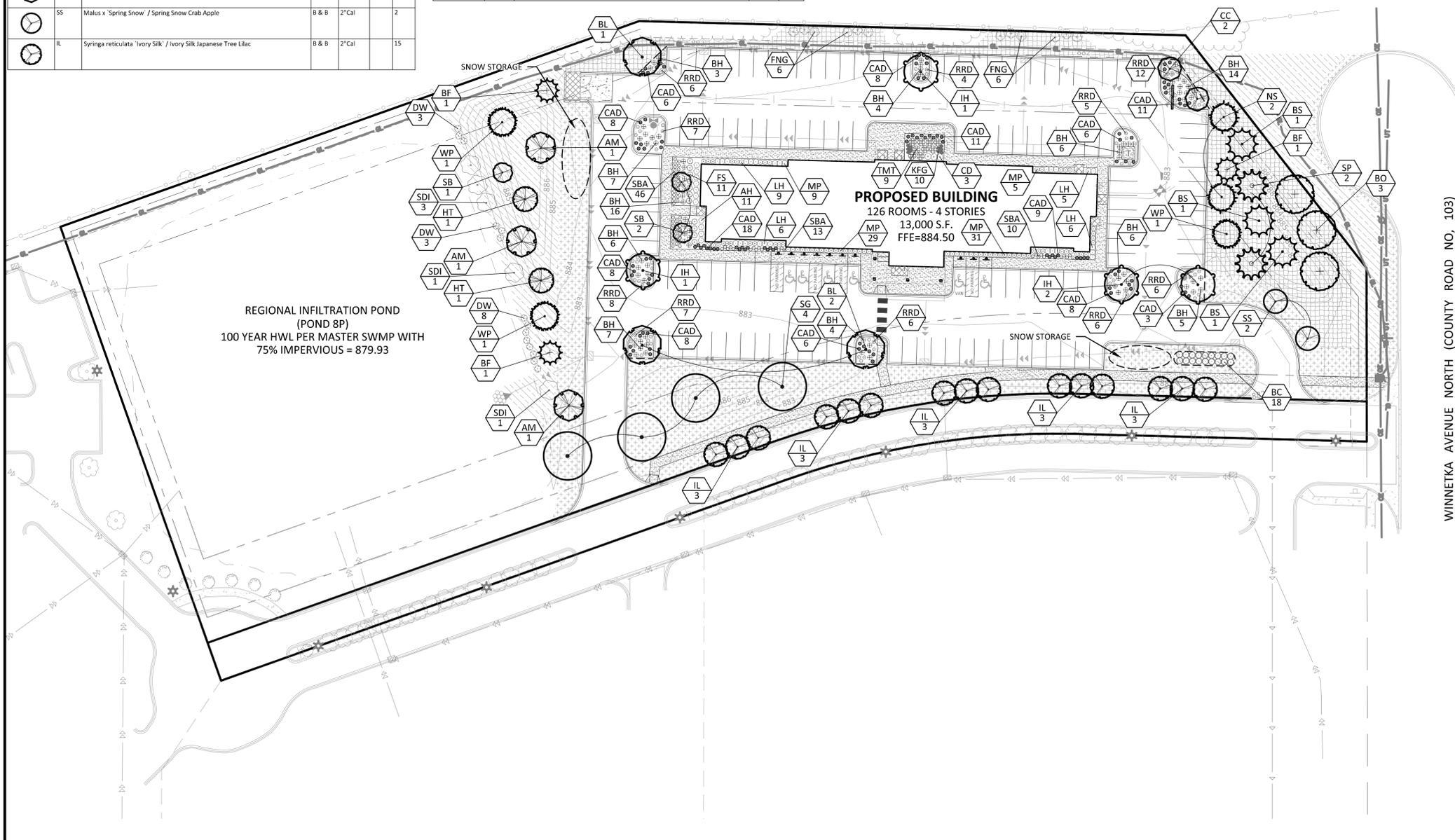
BUILDING PERIMETER: 635 LF @ 6' WIDTH  
 REQUIRED: 2,190 SF  
 PROPOSED: 2,759 SF

**LEGEND**

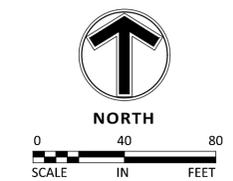


**GROUND COVER SCHEDULE**

GROUND COVERS	CODE	BOTANICAL / COMMON NAME	CONT
	35-221	MNDOT Seed Mix 35-221 / Dry General Prairie	Seed
	25-131	MNDOT Seed Mix 25-131 / Low Maintenance Fescue mix	Seed
	TUR HIG	Turf Sod Highland Sod / Sod	Sod



REGIONAL INFILTRATION POND (POND 8P)  
 100 YEAR HWL PER MASTER SWMP WITH 75% IMPERVIOUS = 879.93



**Client**  
**SOTA**  
**PARTNERS LLC**

1170 PEACHTREE ST. NE SUITE 1150  
ATLANTA, GA 30309

**Project**  
**WOODSPRING**  
**SUITES HOTEL**

**Location**  
**BROOKLYN**  
**PARK,**  
**MINNESOTA**

9489 WINNETKA AVE N

**Certification**

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 LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Joshua J McKinney  
Registration No. 53234 Date: 08/05/2020

This certification is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at Sambatek, Minnetonka, MN office.

**Summary**

Designed: PSM Drawn: JMW  
Approved: PSM Book / Page:  
Phase: PRELIMINARY Initial Issue: 08/05/2020

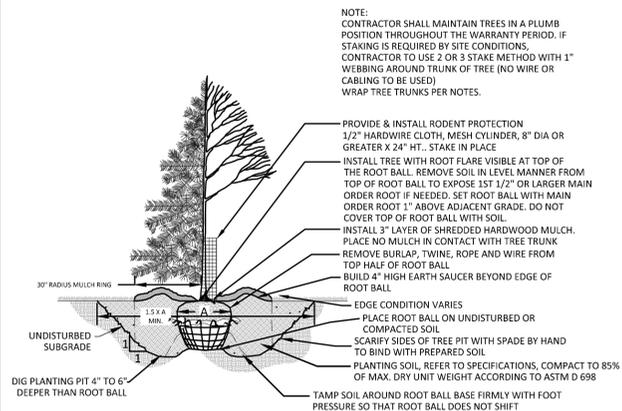
**Revision History**

No.	Date By	Submittal / Revision
08/25/20		Planning Comments

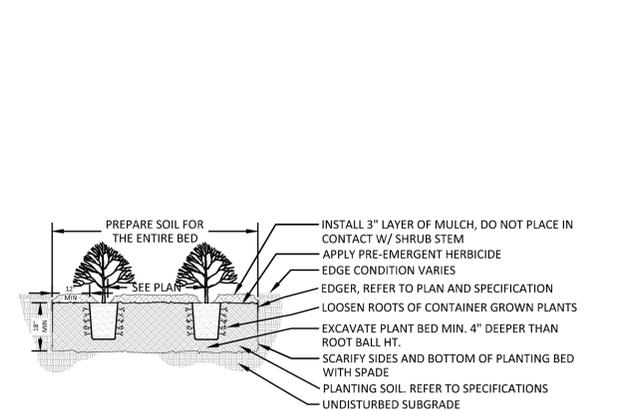
**Sheet Title**  
**LANDSCAPE**  
**DETAILS AND**  
**NOTES**

**Sheet No. Revision**  
**L1.02**

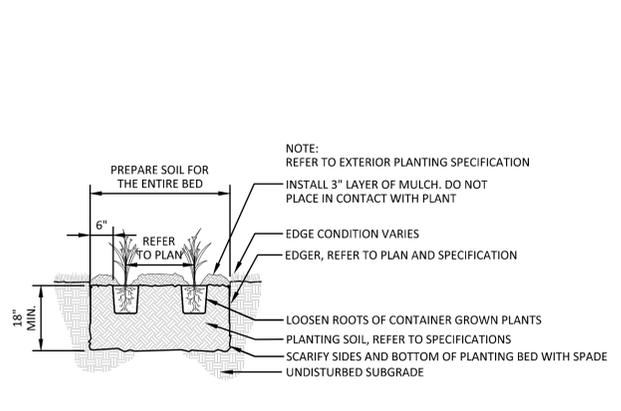
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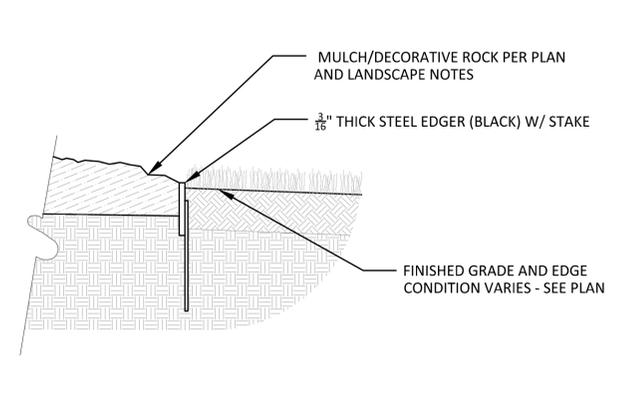
**1** TREE PLANTING DETAIL  
L1.02 1/4" = 1'-0" P-01



**2** SHRUB PLANTING DETAIL  
L1.02 3/8" = 1'-0" P-02



**3** PERENNIAL PLANTING DETAIL  
L1.02 1/2" = 1'-0" P-03



**4** STEEL EDGER  
L1.02 1 1/2" = 1'-0" P-06

**NOTES**

**GENERAL NOTES:**

- THE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF THE WORK.
- THE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
- THE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION. DAMAGE TO SAME SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND GOPHER STATE ONE CALL 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.
- THE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
- THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.
- THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.
- EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS @ 6' O.C. MAXIMUM SPACING.
- LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
- CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.

**PLANTING NOTES:**

- NO PLANTS SHALL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- A GRANULAR PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS AT THE MANUFACTURERS RECOMMENDED RATE PRIOR TO PLANT INSTALLATION.
- ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-260, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSEYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
- OVERSTORY TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE PAVED SURFACES.
- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.
- PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.
- ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.
- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.
- ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- MULCH: DOUBLE SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL, IN ALL MASS PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 3" FOR SHRUB BEDS, TREE RINGS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN.

- USE ANTI-DESICCANT (WILTPROF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
- WRAP ALL SMOOTH-BARKED DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO DECEMBER 1 AND REMOVE WRAPPING AFTER MAY 1. TREE WRAPPING MATERIAL SHALL BE WHITE TWO-WALLED PLASTIC SHEETING APPLIED FROM TRUNK FLARE TO THE FIRST BRANCH.
- ALL DECIDUOUS, PINE, AND LARCH PLANTINGS SHALL RECEIVE RODENT PROTECTION PER MNDOT 2571.31.2
- PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT (4% MIN.) OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MNDOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPAK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-0-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED IN A 6" LAYER AND FRO-TILLING IT INTO THE TOP 12" OF SOIL AT A 1:1 RATIO. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
- CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT EACH EXCAVATED TREE AND SHRUB PIT WILL PERCOLATE PRIOR TO INSTALLING PLANTING MEDIUM AND PLANTS. THE CONTRACTOR SHALL FILL THE BOTTOM OF SELECTED HOLES WITH SIX INCHES OF WATER AND CONFIRM THAT THIS WATER WILL PERCOLATE WITHIN A 24-HOUR PERIOD. IF THE SOIL AT A GIVEN AREA DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SUMP SHALL BE INSTALLED OR THE PLANTING SHALL BE RELOCATED IF DIRECTED BY THE LANDSCAPE ARCHITECT.
- ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (APRIL 1 - NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
- CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
- SEASONS/TIME OF PLANTING AND SEEDING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK.
 

21.1. POTTED PLANTS:	4/1 - 6/1; 9/21 - 11/1
21.2. DECIDUOUS /B&B:	4/1 - 6/1; 9/21 - 11/1
21.3. EVERGREEN POTTED PLANTS:	4/1 - 6/1; 9/21-11/1
21.4. EVERGREEN B&B:	4/1 - 5/1; 9/21 - 11/1
21.5. TURF/LAWN SEEDING:	4/1 - 6/1; 7/20 - 9/20
21.6. NATIVE MIX SEEDING:	4/15 - 7/20; 9/20-10/20
- MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE. INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.
- WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

**TURF NOTES:**

- TURF ESTABLISHMENT SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE MNDOT 2105 AND 2575 EXCEPT AS MODIFIED BELOW:
- ALL AREAS TO RECEIVE SOD SHALL ALSO RECEIVE 6" OF TOPSOIL PRIOR TO

- INSTALLING SOD. TOPSOIL SHALL BE FREE OF TREE ROOTS, STUMPS, BUILDING MATERIAL, AND TRASH, AND SHALL BE FREE OF STONES LARGER THAN 1 1/2" INCHES IN ANY DIMENSION.
- WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
  - SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY.
  - TURF ON ALL OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, MULCHING AND FERTILIZING. SEED MIXTURE NO.25-151 WILL BE PLACED AT THE RATE OF 120 POUNDS PER ACRE.
  - ALL DISTURBED AREAS TO BE TURF SEEDDED, ARE TO RECEIVE 6" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.
  - ALL DISTURBED AREAS TO RECEIVE NATIVE SEED, ARE TO RECEIVE PLANTING SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.

**GENERAL TREE SPECIFICATIONS:**

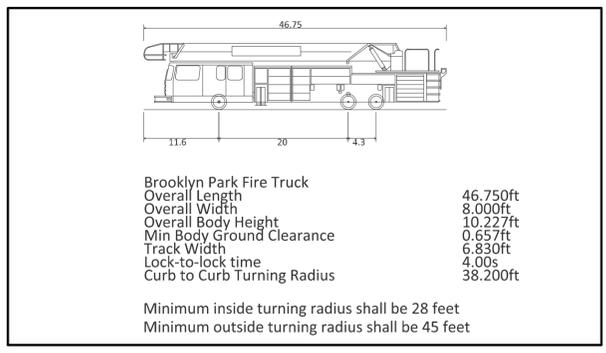
- ALL STREET AND PARKING LOT TREES SHALL BE LIMBED UP TO THE FOLLOWING HEIGHTS:
  - 2" CAL. TREES: LOWEST BRANCH 7' HT.
  - 3" CAL.+ TREES: LOWEST BRANCH 7' HT.
- TREE CANOPY WIDTH SHALL BE RELATIVE TO HEIGHT/CALIPER OF TREE AND TYPE OF TREE.
  - 1" CALIPER/6-8' HT: 3-4' WIDTH MIN.
  - 2" CALIPER/12-14' HT: 4-5' WIDTH MIN.
  - 3" CALIPER/14-16' HT: 6-7' WIDTH MIN.
- CANOPY TREES SHALL NOT HAVE CO-DOMINATE LEADERS IN LOWER HALF OF TREE CROWN.
- ALL TREES SHALL HAVE SYMMETRICAL OR BALANCED BRANCHING ON ALL SIDES OF THE TREE.
- TREES SHALL NOT BE TIPPED PRUNED.
- TREES SHALL BE FREE OF PHYSICAL DAMAGE FROM SHIPPING AND HANDLING. DAMAGED TREES SHALL BE REJECTED.
- SUMMER DUG TREES SHALL HAVE ROOTBALL SIZE INCREASED BY 20%.
- TREES WHICH EXCEED RECOMMENDED CALIPER TO HEIGHT RELATIONSHIP SHALL BE REJECTED.

**IRRIGATION NOTES:**

- IRRIGATION SYSTEM TO BE DESIGN/BUILD. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL OF SYSTEM LAYOUT PRIOR TO INSTALLATION.
- ALL SOD TO RECEIVE SPRAY OR ROTOR IRRIGATION HEADS WITH MINIMUM DESIGN OF 1" IRRIGATION PER WEEK.
- ALL PLANT BEDS TO RECEIVE DRIP LINE IRRIGATION, WITH A MINIMUM DESIGN OF .25" IRRIGATION PER WEEK.
- CONTRACTOR TO INSTALL A TOTAL OF 4 QUICK COUPLERS AT THE CORNERS OF THE PROPERTY. A 2.5" TYPE K SOURCE PIPE IS PROVIDED BY MECHANICAL.

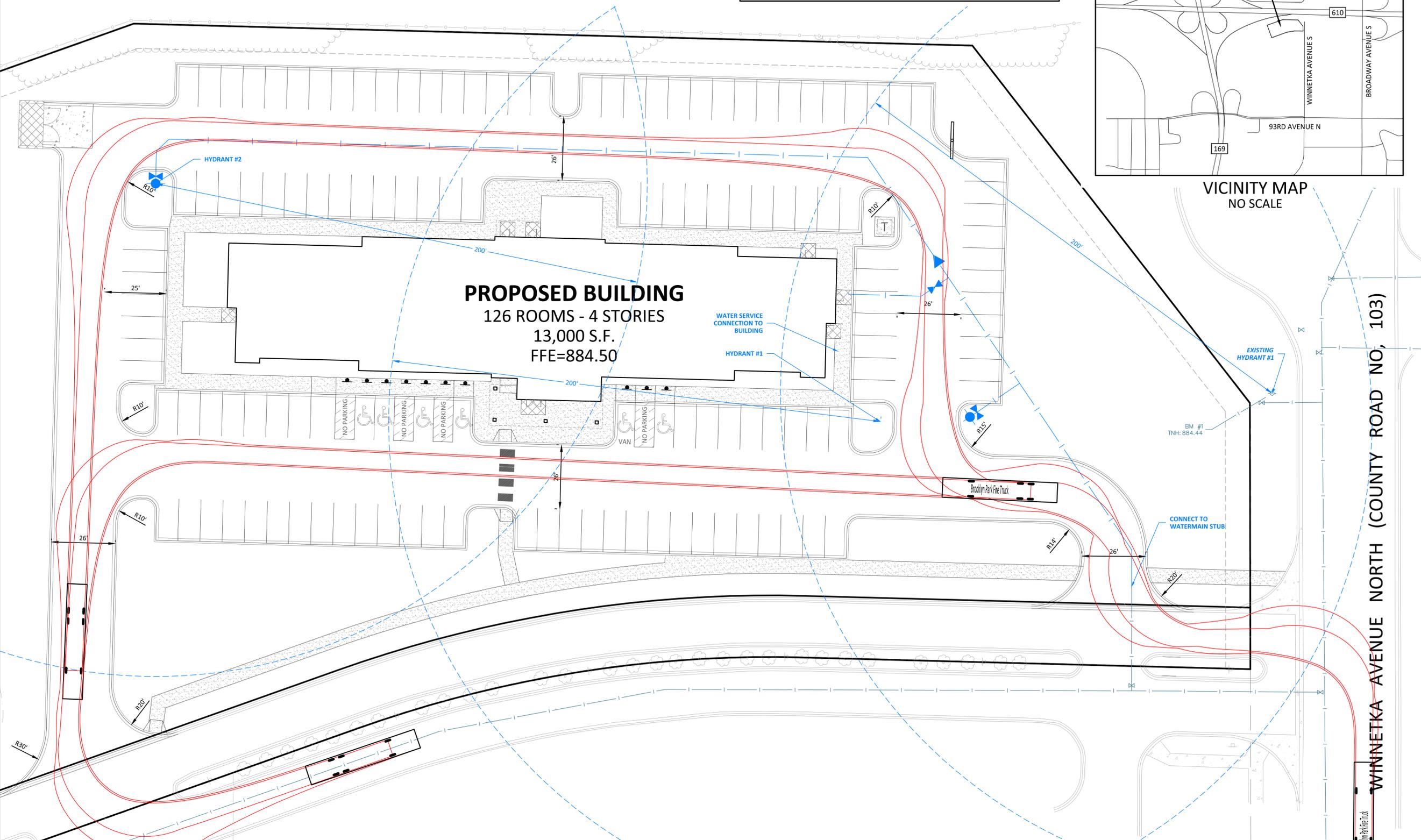
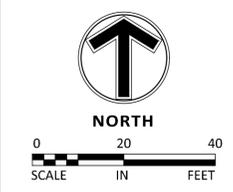
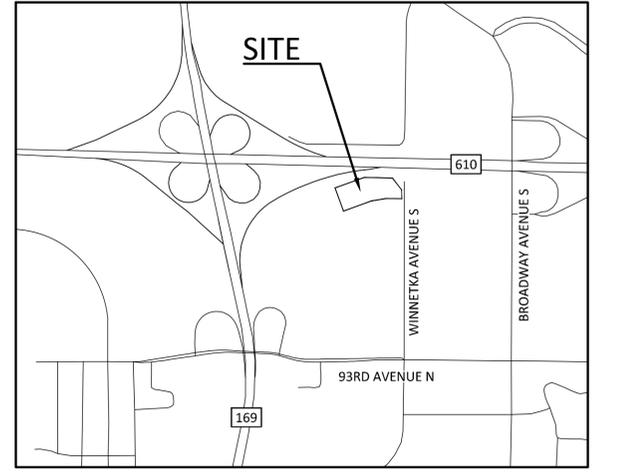
**LOW MAINTENANCE FESCUE NOTES:**

- DURING GROWING SEASON NEVER MOW SHORTER THAN 3.5 INCHES, PREFERRED MAINTENANCE IS MOW ONCE PER MONTH AT 5" HEIGHT
- DO NOT USE HIGH NITROGEN FERTILIZER ON FESCUE LAWN
- OVERSEED THIN, BARE SPOTS IN FALL
- ALWAYS USE SHARP BLADE WHEN MOWING TO AVOID TEARING LEAF BLADE
- SET MOWER TO 3" FOR BAGGING AND MOWING IN LATE FALL AFTER GROWING SEASON



**LEGEND**

	PROPOSED	EXISTING	
PROPERTY LIMIT	—	---	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER	—	---	HEAVY DUTY ASPHALT PAVING
EASEMENT	---	---	CONCRETE SIDEWALK
BUILDING	—	---	
RETAINING WALL	○	---	
WETLAND LIMITS	○	---	
TREELINE	—	---	



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**Issues & Revisions**

NO.	DATE	DESCRIPTION

**Project Name**

**WoodSpring Suites**

**Project Address**

9489 WINNETKA AVE. N.  
BROOKLYN PARK, MN 55428



**Drawn By:**

BRJ

**Checked By:**

SPRINKLER RISER ROOM

**Document Date:**

08/04/20

**Protocol:**

WSS\_v4\_2019.1 (01/31/19)

**Revisions Through:**

WSS\_v2\_B08

**Project No.**

31000401

**Professional Seal**

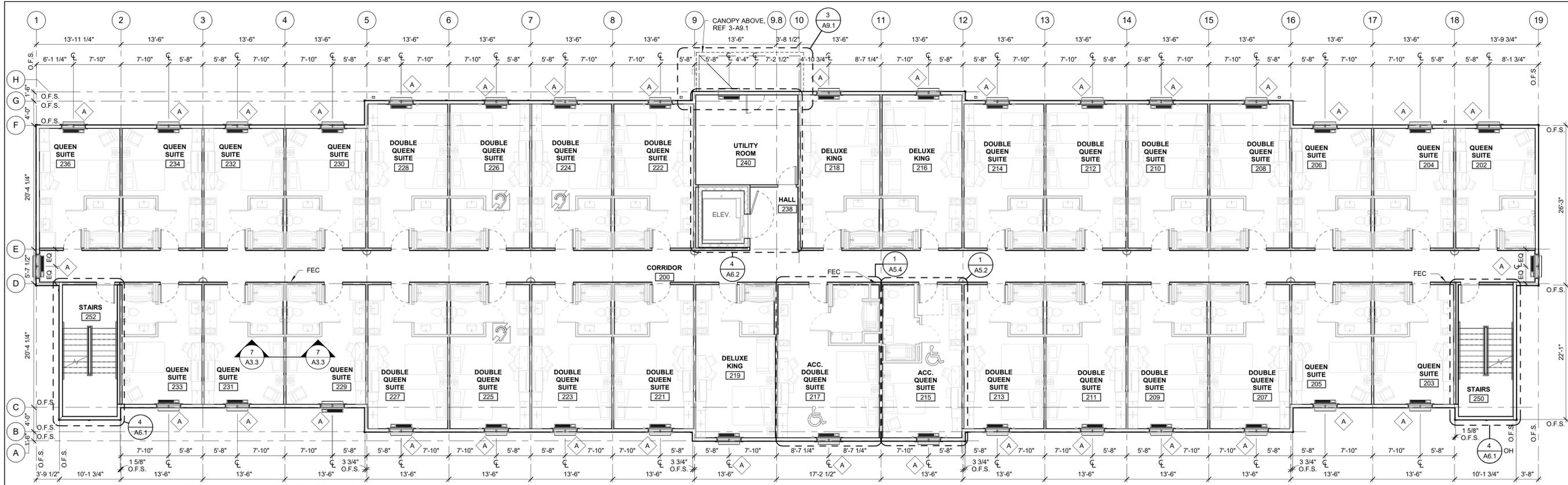
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**FIRST & SECOND FLOOR PLANS**

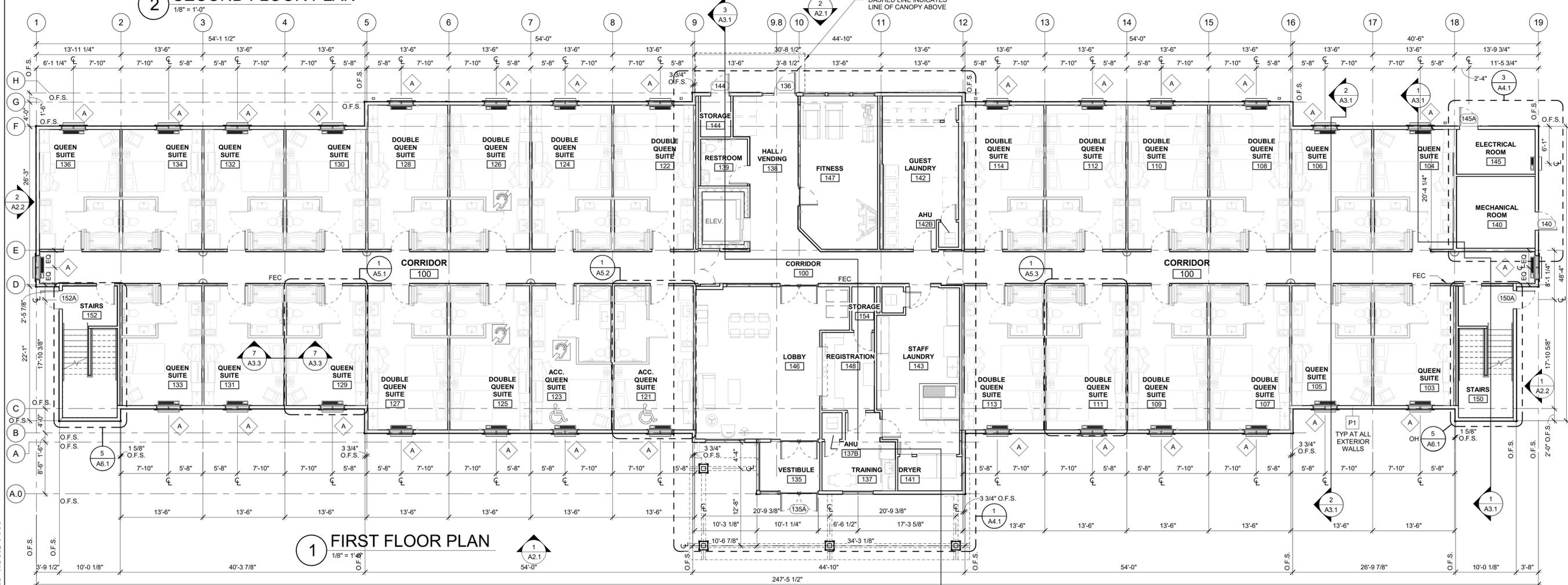
**Sheet No.**

**A1.1**

BRR Original printed on recycled paper



**2 SECOND FLOOR PLAN**  
1/8" = 1'-0"



**1 FIRST FLOOR PLAN**  
1/8" = 1'-0"

8/5/2020 4:36:34 PM







# WoodSpring Suites

BROOKLYN PARK, MN

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# WoodSpring Suites Overall Perspective

BROOKLYN PARK, MN

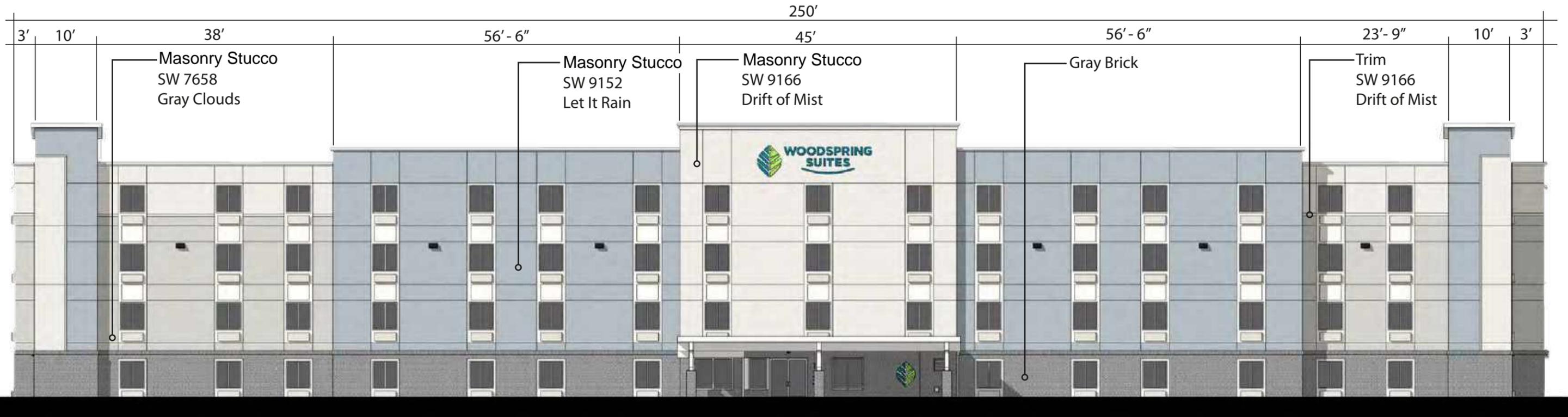
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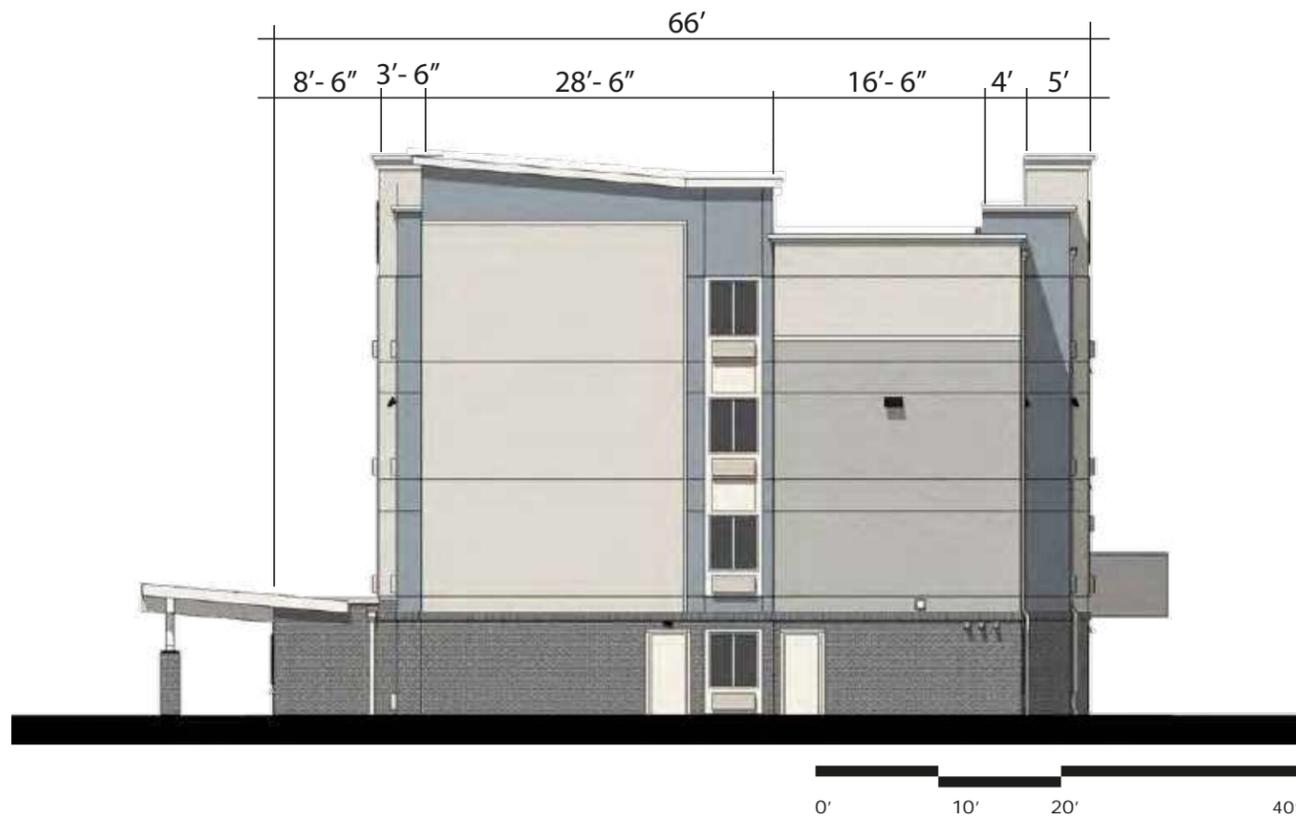
# WoodSpring Suites Overall Perspective

BROOKLYN PARK, MN

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Front Elevation

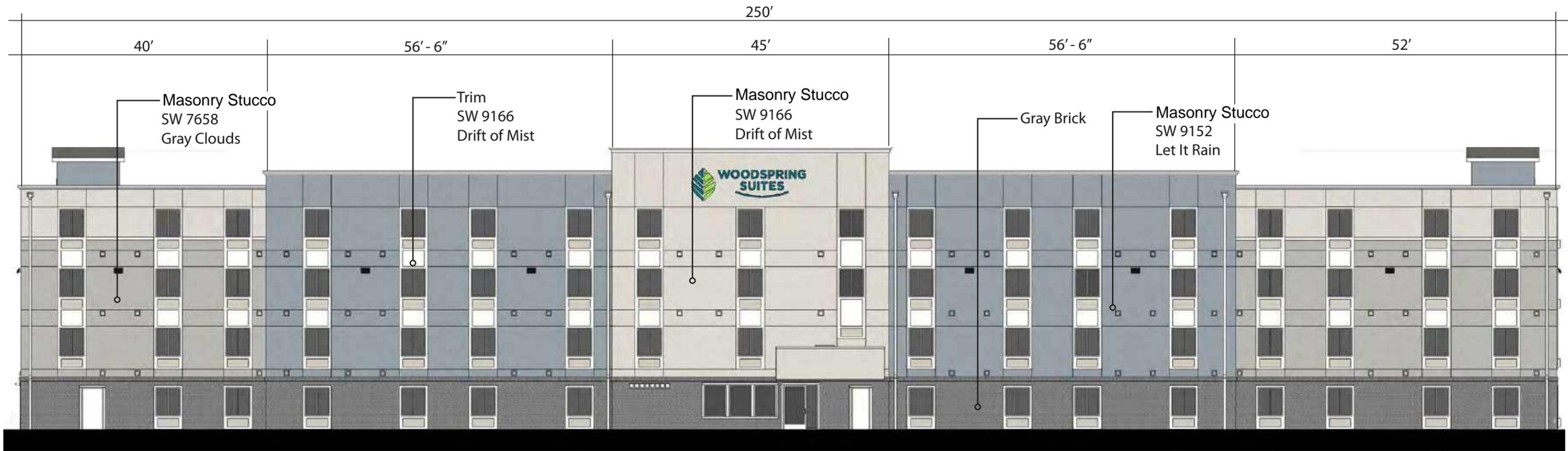


Right Elevation

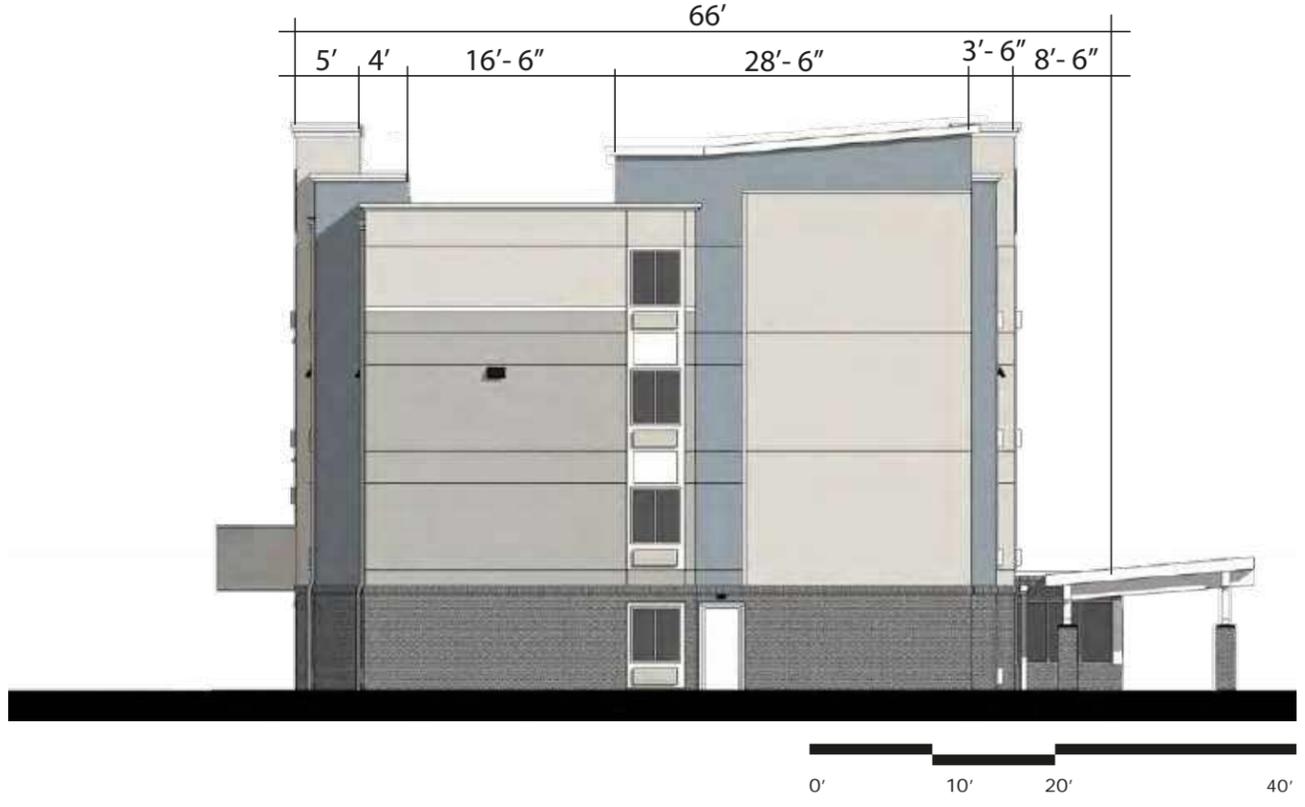


WoodSpring Suites Elevations  
BROOKLYN PARK, MN

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Rear Elevation



Left Elevation



NO.	DATE	DESCRIPTION

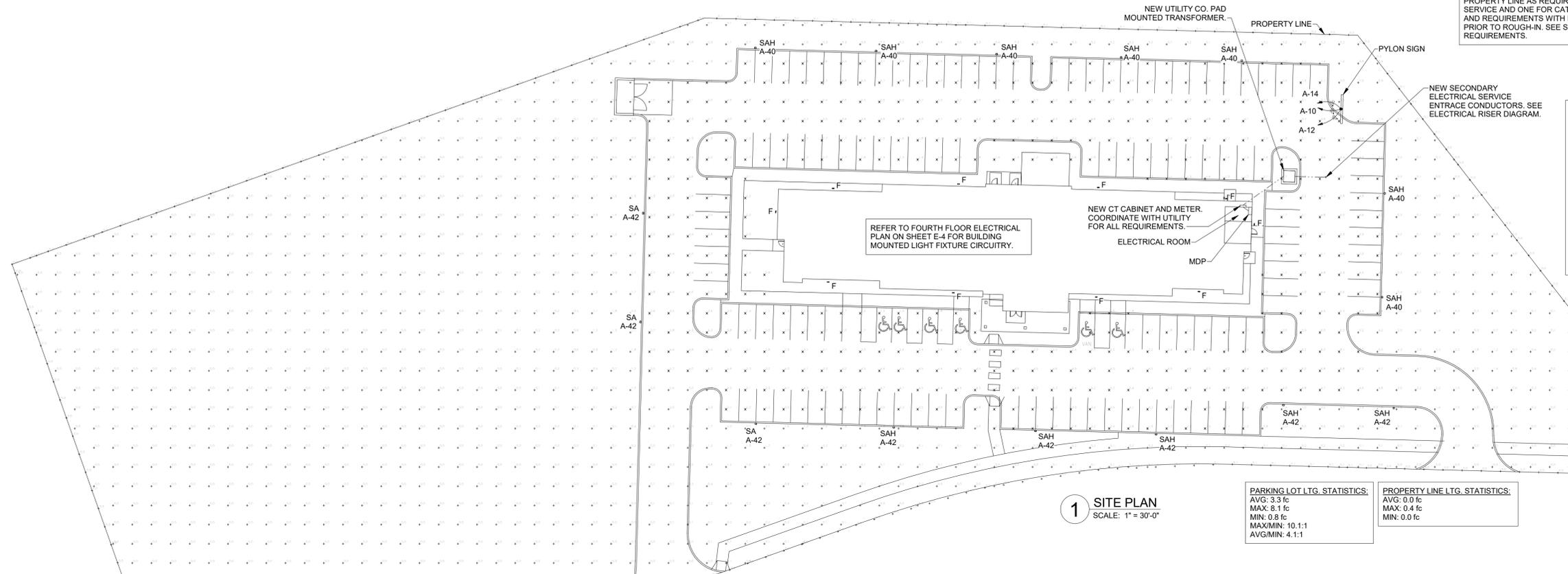


VERIFY ALL PRIMARY AND SECONDARY ELECTRICAL SERVICE ENTRANCE REQUIREMENTS WITH LOCAL UTILITY CO. CODES AND ORDINANCES PRIOR TO BID. INCLUDE ALL ASSOCIATED COSTS IN BID.

PROVIDE AND INSTALL (2) 3" CONDUITS FROM BUILDING TO PROPERTY LINE AS REQUIRED. ONE FOR TELEPHONE SERVICE AND ONE FOR CATV SERVICE. VERIFY ROUTING AND REQUIREMENTS WITH LOCAL SERVICE PROVIDERS PRIOR TO ROUGH-IN. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

NEW SECONDARY ELECTRICAL SERVICE ENTRANCE CONDUCTORS. SEE ELECTRICAL RISER DIAGRAM.

**PYLON SIGN NOTES:**  
 1. CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUIT, WIRE, AND DEVICES REQUIRED FOR PYLON SIGN. VERIFY LOCATION AND REQUIREMENTS WITH SIGN MANUFACTURER PRIOR TO ROUGH-IN.  
 2. SIGN LOCATION UNDETERMINED AT TIME OF DESING. CONTRACTOR TO VERIFY EXACT LOCATION PRIOR TO BID.  
 3. PROVIDE GROUNDING AND BONDING PER MANUFACTURER'S (WATCHFIRE) AND LOCAL REQUIREMENTS.



**1 SITE PLAN**  
 SCALE: 1" = 30'-0"

**PARKING LOT LTG. STATISTICS:**  
 AVG: 3.3 fc  
 MAX: 8.1 fc  
 MIN: 0.8 fc  
 MAX/MIN: 10.1:1  
 AVG/MIN: 4.1:1

**PROPERTY LINE LTG. STATISTICS:**  
 AVG: 0.0 fc  
 MAX: 0.4 fc  
 MIN: 0.0 fc

**GENERAL NOTES:**

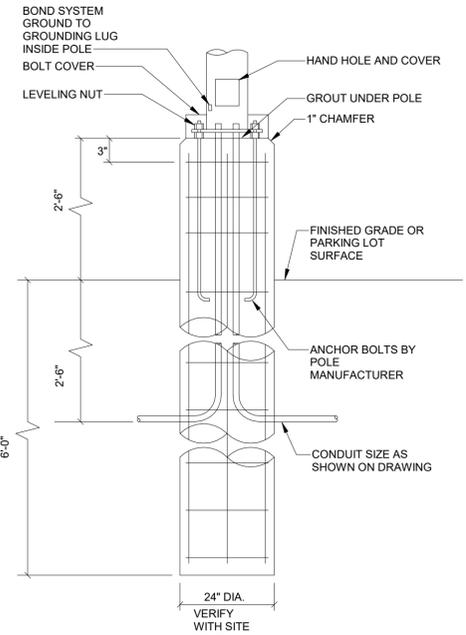
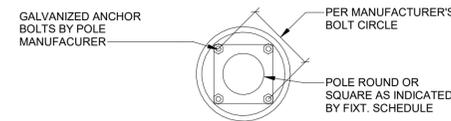
1. VERIFY PAD LOCATION, DIMENSION, AND ALL REQUIREMENTS WITH LOCAL UTILITY COMPANY. VERIFY ALL REQUIREMENTS WITH LOCAL UTILITY COMPANY PRIOR TO CONSTRUCTION OF PAD.
2. THE TOP OF THE TRANSFORMER PAD SHALL RECEIVE A SMOOTH TROWEL FINISH. THE CORNERS AND EDGES SHALL BE ROUNDED OR BEVELLED.
3. IF THE TRANSFORMER PAD IS INSTALLED IN AN AREA SUBJECT TO VEHICULAR TRAFFIC, THE INSTALLATION SHALL BE PROTECTED PER UTILITY COMPANY STANDARDS.
4. THE CONDUIT OPENING SHALL BE FREE AND CLEAR OF CONCRETE.
5. THE MAXIMUM NUMBER OF CONDUITS FOR THE SECONDARY SERVICE SHALL NOT EXCEED THE MAXIMUM NUMBER ALLOWED BY THE UTILITY COMPANY. VERIFY ALL REQUIREMENTS WITH UTILITY COMPANY PRIOR TO ROUGH-IN.
6. PROVIDE PROPER CLEARANCE AROUND THE TRANSFORMER FROM ANY ABOVE GROUND OBSTRUCTIONS. VERIFY ALL REQUIREMENTS WITH LOCAL UTILITY COMPANY AND AHJ.

SITE LIGHT FIXTURE SCHEDULE									
FIXT LTR	MANUFACTURER	CATALOG NUMBER	LAMPS		FIXT VOLT	FINISH	MOUNTING	TOTAL VA.	REMARKS
			NO.	TYPE					
F	ACUITY	OLWX2 LED 90W 40K DDB	-	LED W/ UNIT	120	BRONZE	35"	88	WALL PACK
SA	LSI	SLM LED 18L SIL 3 UNV DIM 50 70CRI BRZ	-	LED W/ UNIT	120	BRONZE	25"	140	SITE LIGHTING HEAD
SAH	LSI	SLM LED 18L SIL 3 UNV DIM 50 70CRI BRZ IL	-	LED W/ UNIT	120	BRONZE	25"	140	SITE LIGHTING HEAD WITH HOUSE SIDE SHIELD
POLE		5SQB5 S07G 24 S BRZ POLE				BRONZE			

**LIGHT FIXTURE SCHEDULE NOTES**

1. VERIFY LAMP COLOR WITH ARCHITECT PRIOR TO ORDERING.
2. MANUFACTURERS LISTED IN THIS SCHEDULE OR BY WRITTEN ADDENDUM WILL BE THE ONLY APPROVED MANUFACTURERS TO BID THE LIGHTING FIXTURES FOR THIS PROJECT. CONTRACTORS AND SUPPLIERS USING PRICING FROM MANUFACTURERS NOT LISTED ON SCHEDULE OR BY ADDENDUM DO SO AT THEIR OWN RISK.
3. FIXTURES BY THE FOLLOWING MANUFACTURERS EQUAL TO THOSE SPECIFIED AND APPROVED BY THE ENGINEER WILL BE ACCEPTABLE: FIXTURE EQUALS SHALL BE MANUFACTURED THE SAME AS SPECIFIED UNITS, I.E., ENCLOSED SPRING LOADED LATCHES, ALUMINUM DOORS, POST PAINTED FINISH.
4. PROVIDE POLE AS NOTED. POLE TYPE AND EXACT SPEC MUST MEET ALL CODE REQUIREMENTS FOR LOCAL WIND LOAD CATEGORY. PROVIDE POLE WITH FACTORY INSTALLED VIBRATION DAMPER.

COORDINATE STRUCTURAL REQUIREMENTS OF POLE BASE WITH STRUCTURAL ENGINEER



**2 POLE BASE DETAIL**  
 SCALE: NOT TO SCALE

NOT FOR CONSTRUCTION

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	8.1	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Discussion Items	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Cindy Sherman, Planning Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Cindy Sherman
<b>Item:</b>	Update on Metro Transit Network Next and Bus Rapid Transit (BRT)		

## City Manager's Proposed Action:

Staff updated Council on February 3, 2020 regarding the Network Next Study and wants to continue to keep the Council informed of activities related to transit. No action is required.

## Overview:

Network Next, Metro Transit's vision for the bus network of 2040, including the local and express bus network and arterial bus rapid transit network, has been under discussion for some time. The study and timeline have been impacted by COVID-19 and part of the work has been put on hold. The focus for now is the metro system for Bus Rapid Transit (BRT).

Arterial BRT network planning will continue to move forward. The Transportation Advisory Board (TAB) has charged Metro Transit with identifying the next arterial BRT line, the F Line, by December 2020 to position the project for Regional Solicitation funds. Existing policy, data analysis, and engagement work completed for Network Next in 2019 will help shape the development of the arterial BRT network. Results of an initial screening of corridors has been released and available for stakeholder and public comment.

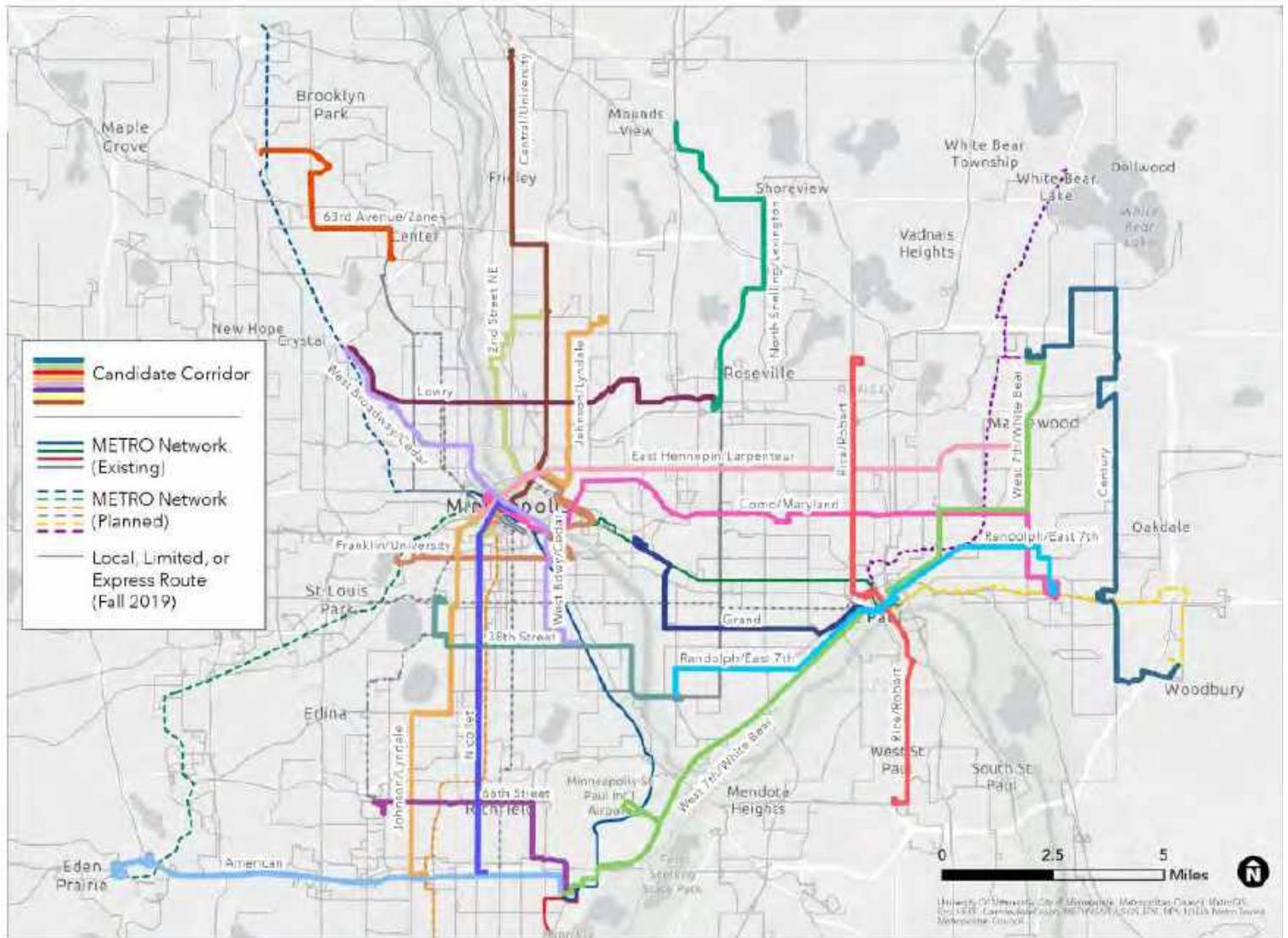
Staff wants to provide an update to the Council on the initial screening and next steps. For further details, you may visit the study page at <https://www.metrotransit.org/network-next>.

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

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

## Attachments:

8.1A MAP



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	8.2	<b>Meeting Date:</b>	September 14, 2020
<b>Agenda Section:</b>	Discussion Items	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Jay Stroebel, City Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A		
<b>Item:</b>	Update on Police Reform and Racial Justice Discussions		

## City Manager's Proposed Action:

Recommendation will be made regarding timeline and next steps on city's police reform and racial justice work. Additionally, Chief Enevoldsen will provide an update on recent increase in certain crime types within the city.

**Overview:** N/A

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

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

**Attachments:** N/A