



City of Brooklyn Park
City Hall 5200 85th Ave N
Brooklyn Park, MN 55443
763-424-8000
www.brooklynpark.org

BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY SMALL PROJECT WORK AGREEMENT

The Brooklyn Park Economic Development Authority (EDA) is seeking lawn care services during the 2022 growing season. Please provide a quote for services for each site. Maintenance typically includes:

- Initial site cleaning (typically the first maintenance on the property for the year)
- Bi-monthly mowing (every 2 weeks)
- Debris removal (as necessary)
- Tree and foliage trimming (as necessary)
- Incidental work*

*Occasionally, special circumstances arrive where additional debris removal or mowing must be done outside of the regular schedule. EDA staff will contact the servicer to make requests.

Please complete an estimated price for each site which includes initial site cleaning and subsequent bi-monthly (every 2 weeks) mowing. Additionally, as a separate line item, include your estimated price for any incidental work that may be requested. There is a template included that you may choose to use as you prepare your quote.

The Economic Development Authority partners with the City's maintenance contractors to spray for weeds and pests at the beginning of the growing season. The successful bidder is expected to coordinate their mowing schedule with the spraying schedule.

Note that there is not grass covering on all the sites and portions of the sites are wooded. Property reports and maps for each parcel are attached.

Please feel free to contact me if you have any questions.

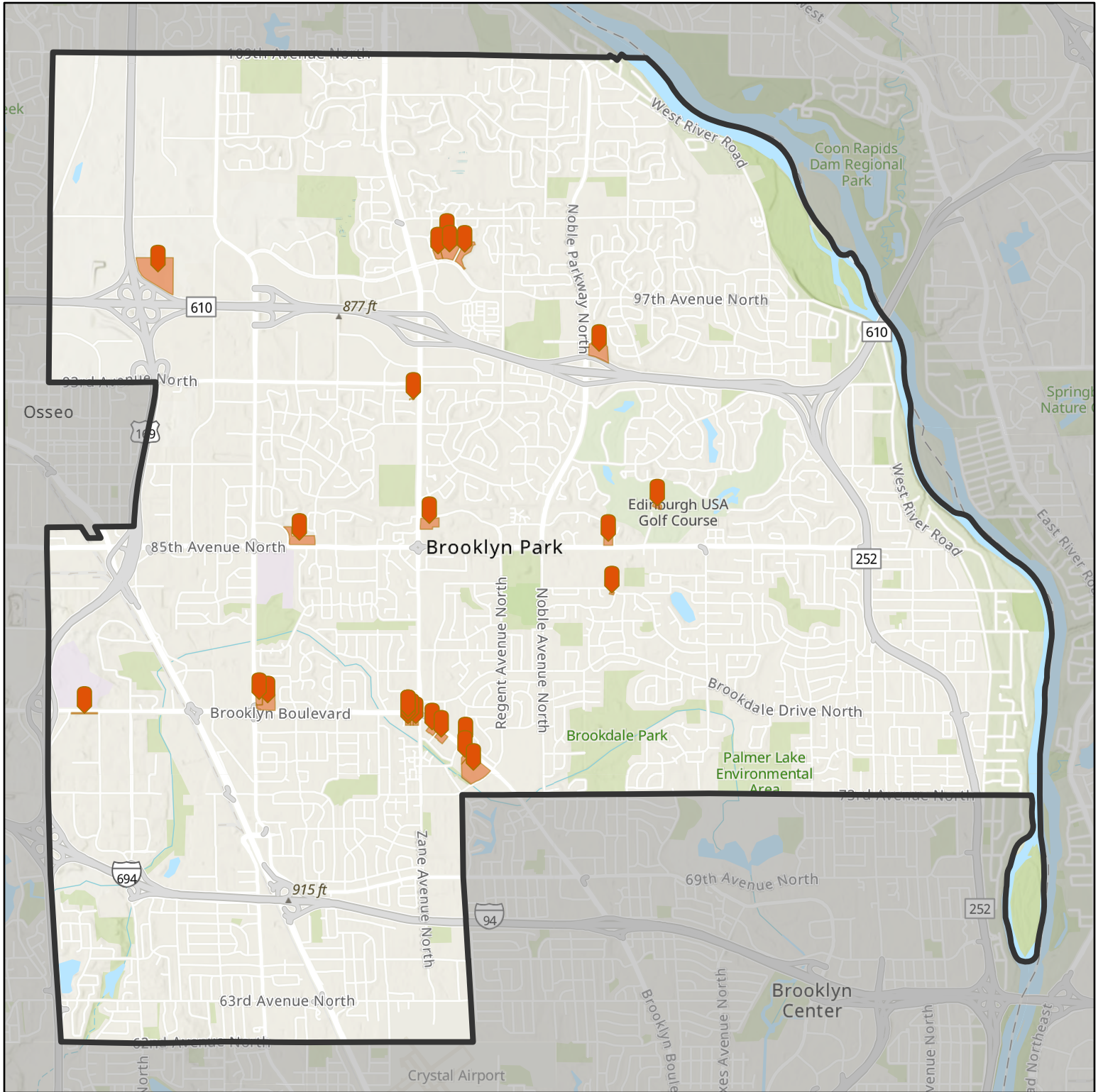
Thank you,

Malcolm Hicks
Project Facilitator
Brooklyn Park Economic Development Authority
Ph: 763-493-8053
Malcolm.Hicks@brooklynpark.org

Please use the following document to determine the estimated cost for providing maintenance on the properties below for the 2022 mowing season. There is also a space to indicate your estimated costs for any incidental or emergency maintenance requests. Maps of each property with additional information are attached at the end of the document.

PID	Address	Acreage	Initial Cost	Bi-Weekly Cost
0911921120005	Oxbow Commons	4.64		
0911921210005	Oxbow Commons	5.87		
0911921210006	Oxbow Commons	1.71		
0911921210007	Oxbow Commons	4.66		
1011921340024	4201 95th Ave N	6.85		
1511921340004	4000 85th Ave	1.68		
1511921430025	8700 Edinbrook Crossing N	0		
1611921220094	48 Address Unassigned	0.05		
1611921340006	8600 Zane	4.45		
1711921430071	6900 85th Ave N	6.16		
2211921240076	4005 83rd Ave N	0.33		
2811921120002	7516 Brooklyn Blvd	0.95		
2811921130002	7495 Brooklyn Blvd	1		
2811921130021	7479 Brooklyn Blvd	11.84		
2811921210034	7621 Brooklyn Blvd	1.71		
2811921210060	7601 Brooklyn Blvd	2.07		
2811921220002	7617 Zane Ave N	0.41		
2811921220003	7705 Brooklyn Blvd	0.65		
2811921220005	7616 Brunswick Ave N	0.36		
2811921220006	7642 Brunswick Ave N	0.35		
2811921220007	7709 Brooklyn Blvd	0.51		
2811921220007	7711 Brooklyn Blvd	0.51		
3011921220010	48 Address Unassigned	0.77		
711921130005	8300 97th Ave N	21.95		
2011921340079	7499 - 7994 Brooklyn Blvd	5.33		
2011921340080	7996 Brooklyn Blvd	1.65		
	incidental or emergency maintenance requests			
	Totals	86.46		

2022 EDA Owned Land Maintenance Agreement



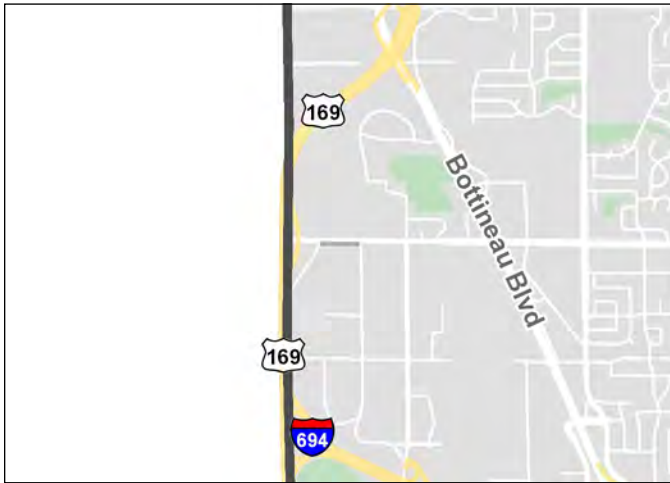
This map is for general reference only. It is not for legal, engineering, or surveying use. Please contact the sources of the information if you desire more details. Basemap source: ArcGIS Online.

Property Report

48 Address Unassigned

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 3011921220010
Block | Lot: |
Plat: NORTHLAND PARK DIVISION 4
Acreage: 0.77
Neighborhood:
Zoning: BP - Business Park District
Year built: 0
Last sale date: 1/01/1997
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$133,600
Total value: \$133,600

Property photo taken on 7/26/2019

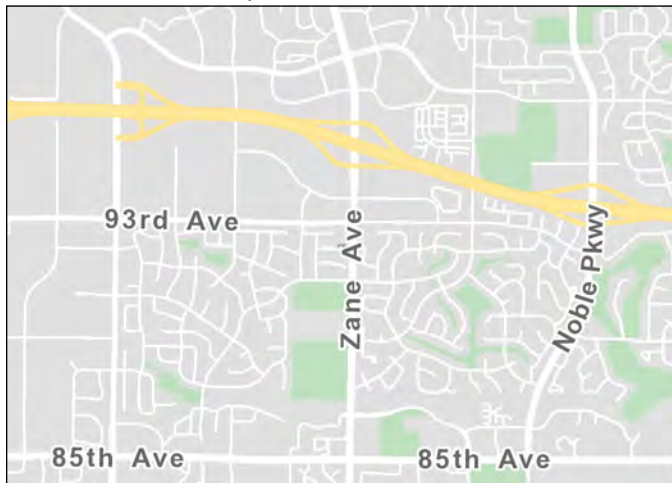


Property Report

48 Address Unassigned

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 1611921220094
Block | Lot: |
Plat: BROOKLYN PARK EDA DIV 3 ZANE
Acreage: 0.05
Neighborhood:
Zoning: R3A - Detached Single-Family Residential District (75' Lots)
Year built: 0
Last sale date:
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$1,000
Total value: \$1,000

Property photo taken on 10/01/2021

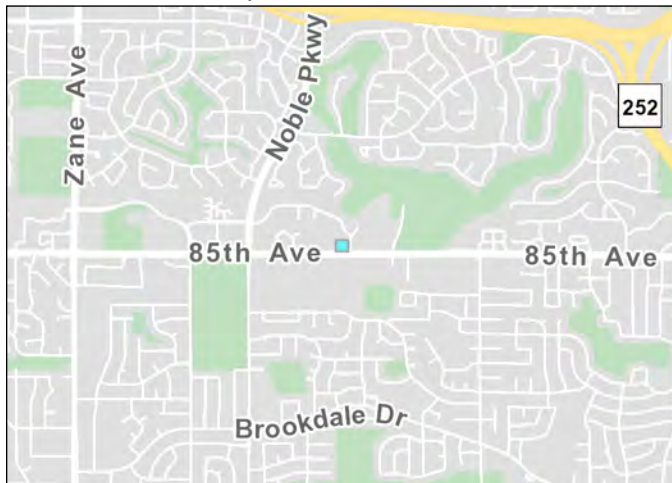


Property Report

4000 85th Ave N

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 1511921340004
Block | Lot: |
Plat: UNPLATTED 15 119 21
Acreage: 1.68
Neighborhood: Edinburg
Zoning: PCDD - Planned Community Development District
Year built: 0
Last sale date: 12/01/2011
Owner: BROOKLYN PARK ECO DEVL AUTH
Taxpayer: BROOKLYN PARK ECO DEVL AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$292,900
Total value: \$292,900

Property photo taken on 2/25/2021

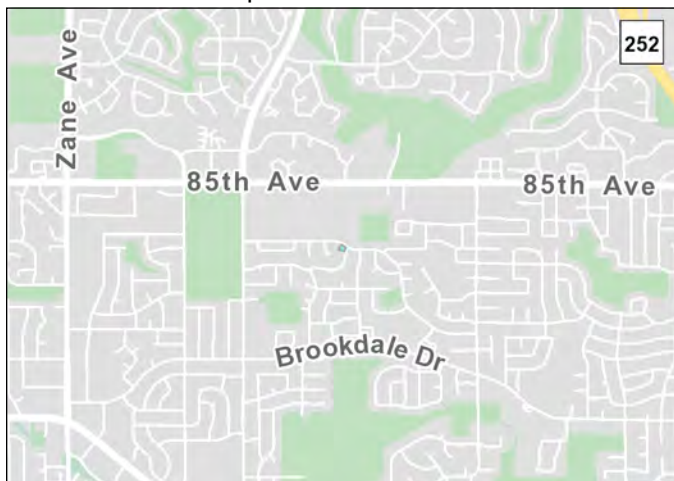


Property Report

4005 83rd Ave N

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2211921240076
Block | Lot: 001 | 002
Plat: DONNAYS BROOKDALE ESTATES EAST 08TH
Acreage: 0.33
Neighborhood: Birch Grove
Zoning: R4 - Detached Single and Attached Two-Family Residential District
Year built: 0
Last sale date: 6/01/2009
Owner: BROOKLYN PARK ECON DEVEL ATY
Taxpayer: BROOKLYN PARK ECON DEVEL ATY

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$50,000
Total value: \$50,000

Property photo taken on 2/24/2021

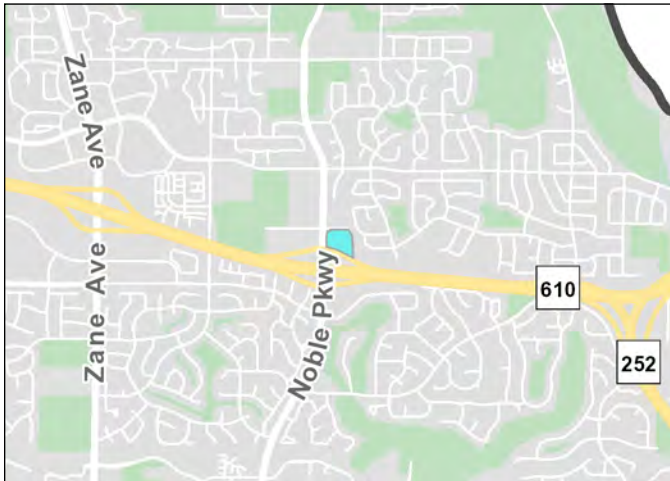


Property Report

4201 95th Ave N

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 1011921340024
Block | Lot: |
Plat: UNPLATTED 10 119 21
Acreage: 6.85
Neighborhood: Pinebrook
Zoning: PI - Public Institution District
Year built: 0
Last sale date:
Owner: BROOKLYN PARK ECONOMIC DEVEL
Taxpayer: BROOKLYN PARK ECONOMIC DEVEL

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$1,491,900
Total value: \$1,491,900

Property photo taken on 2/22/2021

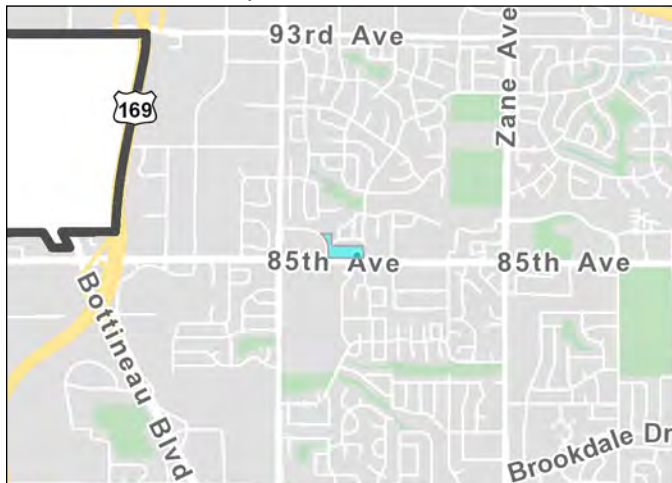


Property Report

6900 85th Ave N

Report date: 12/28/2021

General location map



Property location map



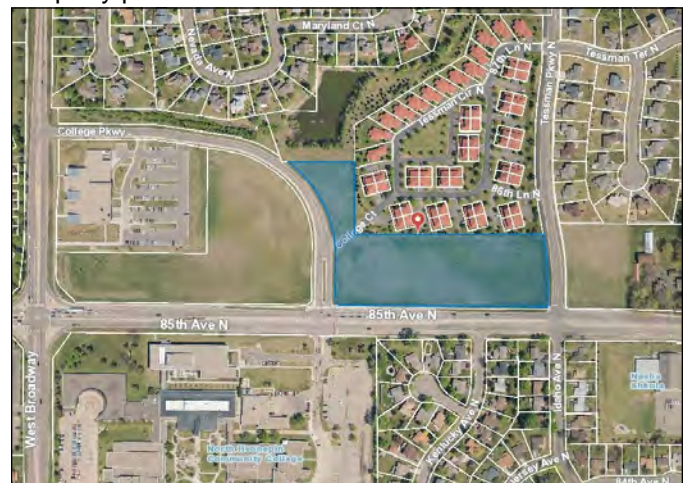
Property information

Parcel ID: 1711921430071
Block | Lot: |
Plat: BROOKLYN PARK LIBRARY ADDN
Acreage: 6.16
Neighborhood: Tessman
Zoning: TOD/C - Transit Oriented Development/Center
Year built: 0
Last sale date:
Owner: STATE OF MINNESOTA
Taxpayer: NORTH HENNEPIN COMM COLLEGE

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$1,006,200
Total value: \$1,006,200

Property photo taken on 11/28/2020

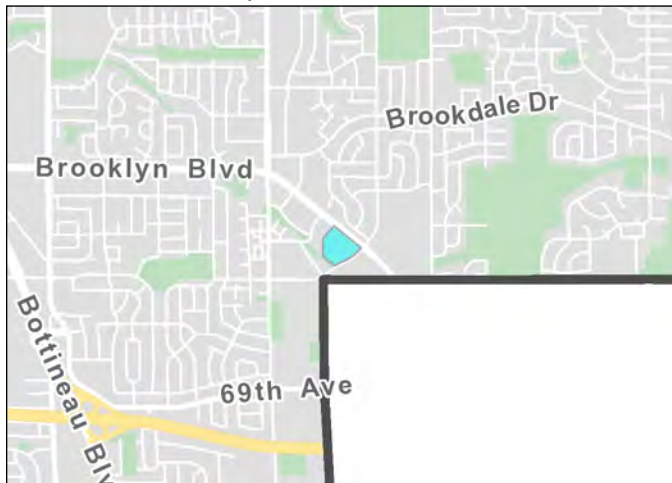


Property Report

7479 Brooklyn Blvd

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2811921130021
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 11.84
Neighborhood: Village Creek
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 7/01/2007
Owner: BROOKYN PK ECON DEVEL AUTH
Taxpayer: BROOKYN PK ECON DEVEL AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$3,842,000
Total value: \$3,842,000

Property photo taken on 2/23/2021

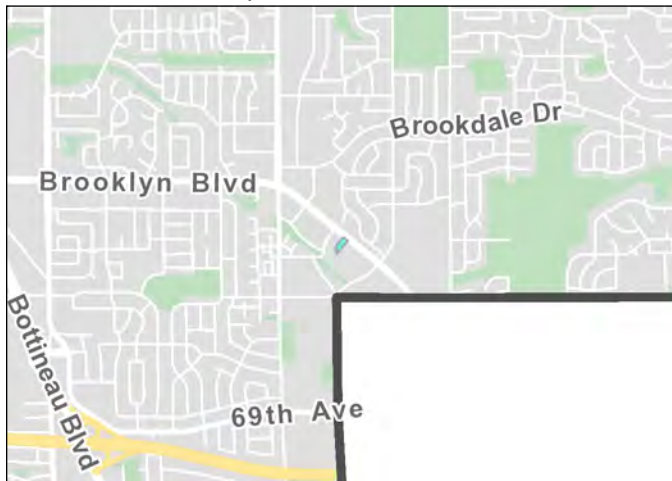


Property Report

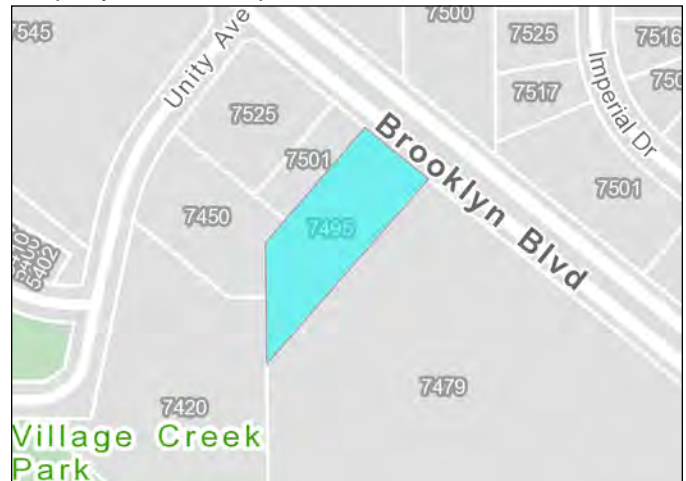
7495 Brooklyn Blvd

Report date: 12/28/2021

General location map



Property location map



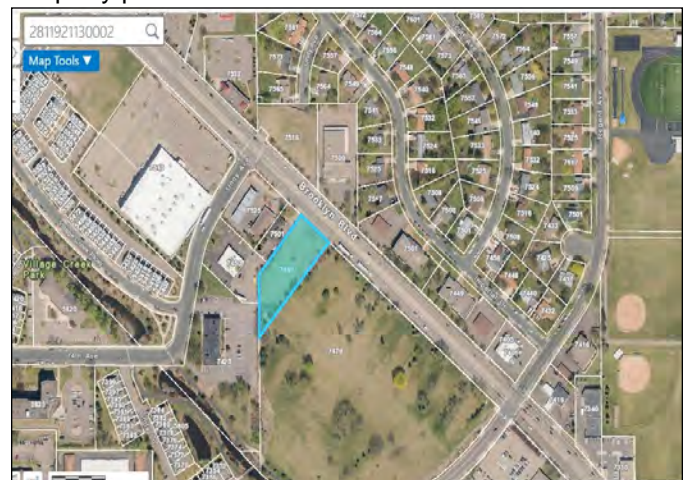
Property information

Parcel ID: 2811921130002
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 1.00
Neighborhood: Village Creek
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 4/01/2012
Owner: BROOKLYN PARK ECONOMIC DEVEL
Taxpayer: BROOKLYN PARK ECONOMIC DEVEL

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$336,800
Total value: \$336,800

Property photo taken on 2/22/2021

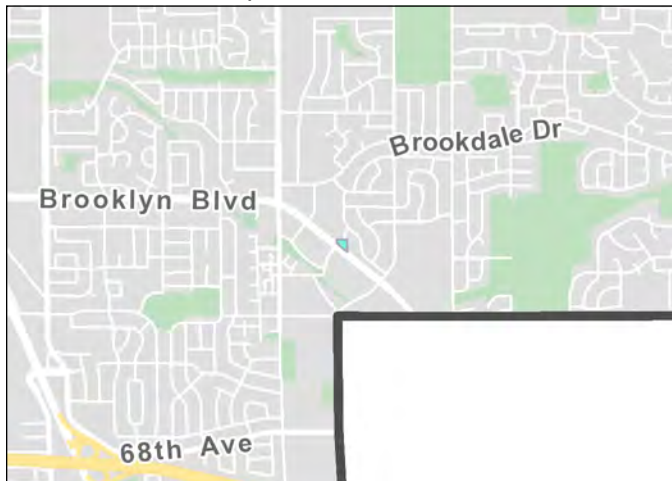


Property Report

7516 Brooklyn Blvd

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2811921120002
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 0.95
Neighborhood: Park Center
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 12/01/2005
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$0
Total value: \$0

Property photo taken on 2/22/2021

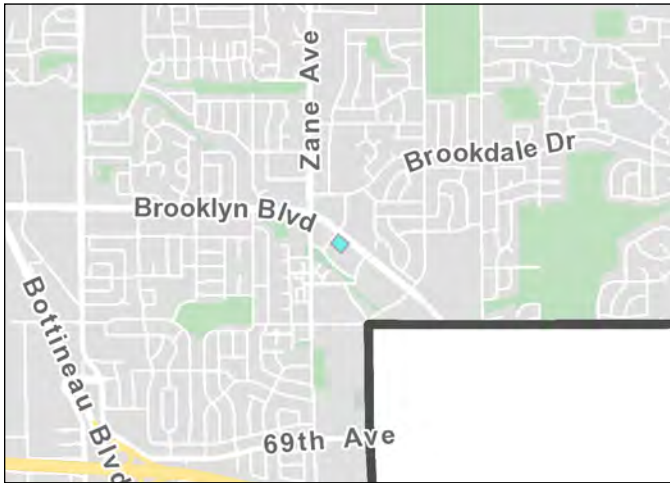


Property Report

7601 Brooklyn Blvd

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2811921210060
Block | Lot: 003 | 001
Plat: VILLAGE CREEK 2ND ADDN
Acreage: 2.07
Neighborhood: Village Creek
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date:
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$270,100
Total value: \$270,100

Property photo taken on 2/22/2021

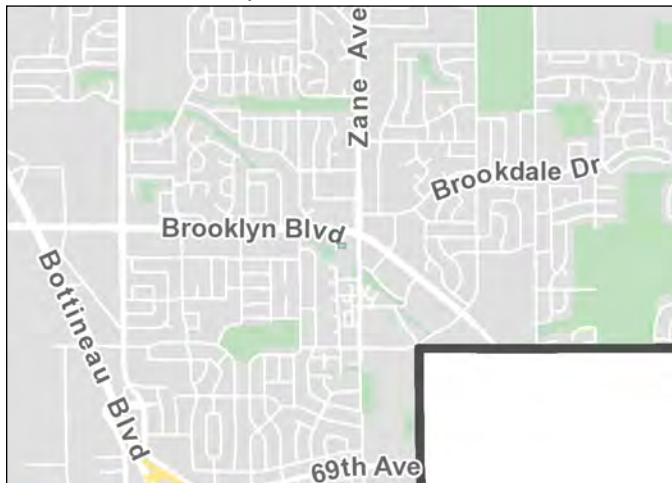


Property Report

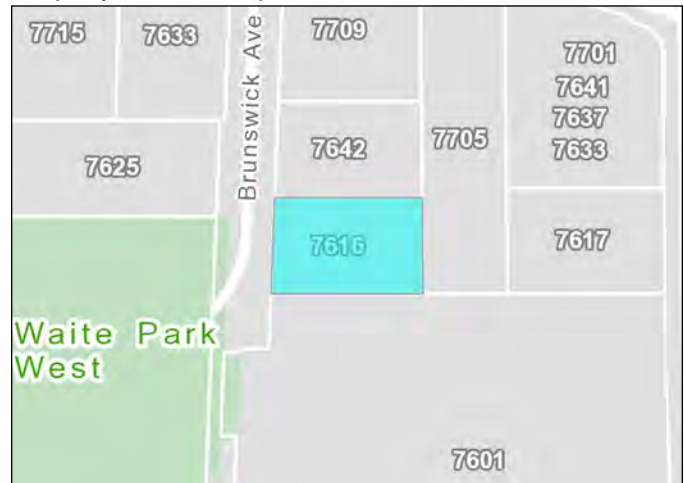
7616 Brunswick Ave N

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2811921220005
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 0.36
Neighborhood: Hartkopf
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 12/01/2001
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$53,000
Total value: \$53,000

Property photo taken on 10/11/2021

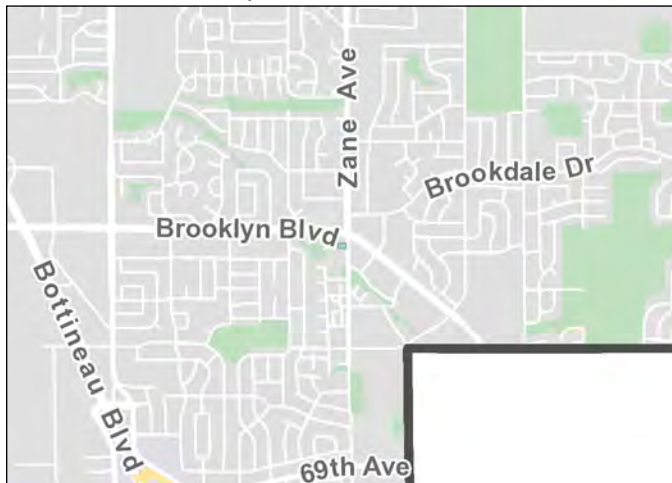


Property Report

7617 Zane Ave N

Report date: 12/28/2021

General location map



Property location map



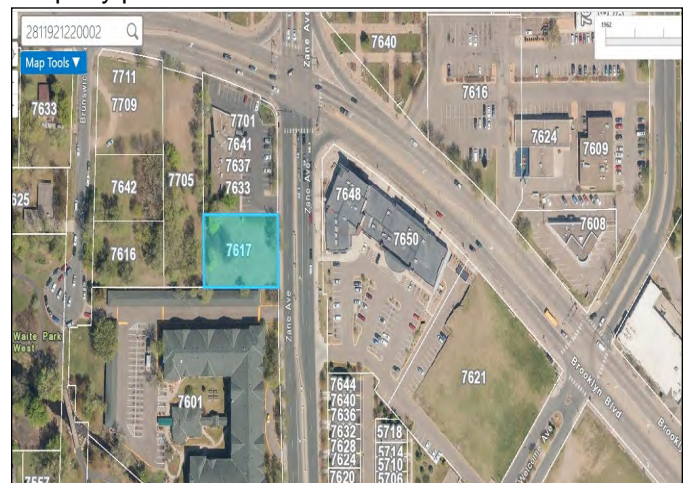
Property information

Parcel ID: 2811921220002
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 0.41
Neighborhood: Hartkopf
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 5/01/2003
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$144,300
Total value: \$144,300

Property photo taken on 2/22/2021

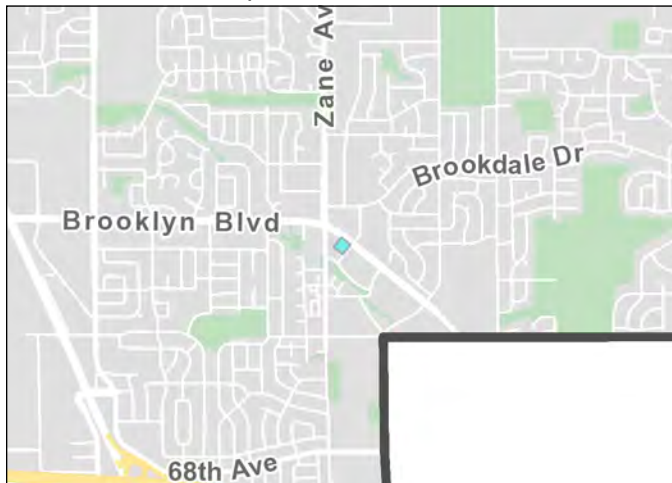


Property Report

7621 Brooklyn Blvd

Report date: 12/28/2021

General location map



Property location map



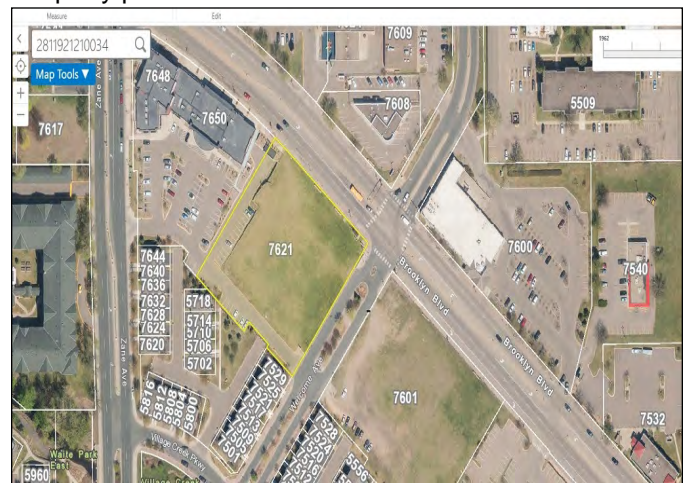
Property information

Parcel ID: 2811921210034
Block | Lot: 001 | 002
Plat: VILLAGE CREEK 2ND ADDN
Acreage: 1.71
Neighborhood: Village Creek
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date:
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$223,000
Total value: \$223,000

Property photo taken on 2/22/2021

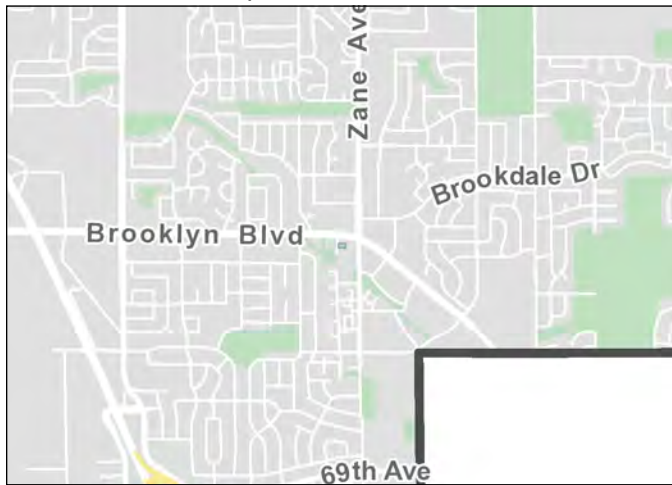


Property Report

7642 Brunswick Ave N

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2811921220006
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 0.35
Neighborhood: Hartkopf
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 3/01/2002
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$53,000
Total value: \$53,000

Property photo taken on 10/11/2021

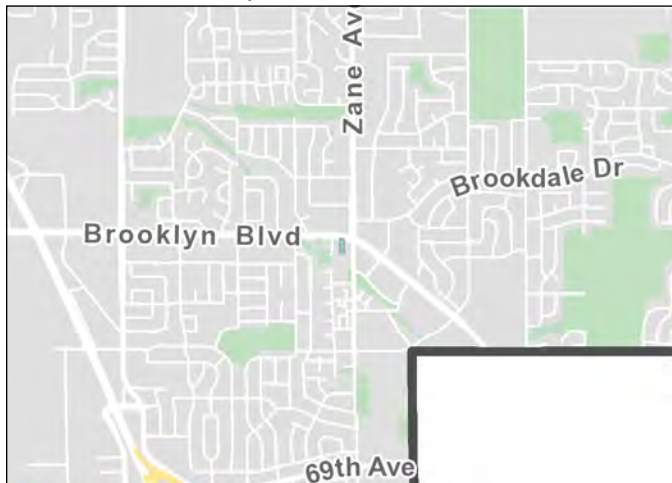


Property Report

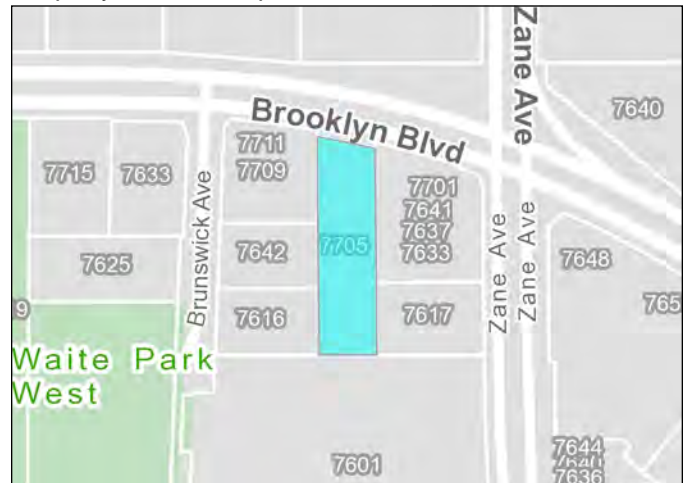
7705 Brooklyn Blvd

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2811921220003
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 0.65
Neighborhood: Hartkopf
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 4/01/2002
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$113,700
Total value: \$113,700

Property photo taken on 2/22/2021

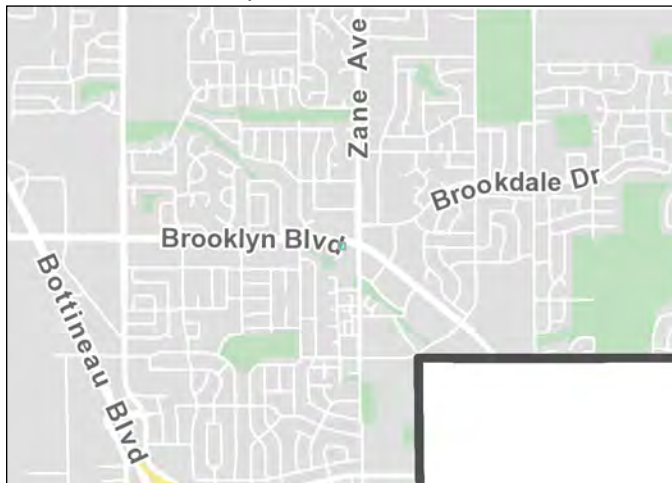


Property Report

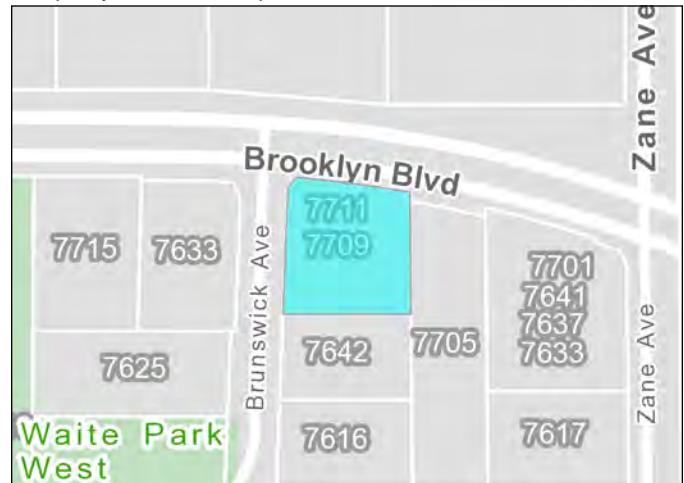
7709 Brooklyn Blvd

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2811921220007
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 0.51
Neighborhood: Hartkopf
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 4/01/2001
Owner: BROOKLYN PARK ECON DEV
Taxpayer: BROOKLYN PARK ECON DEV

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$53,000
Total value: \$53,000

Property photo taken on 2/22/2021

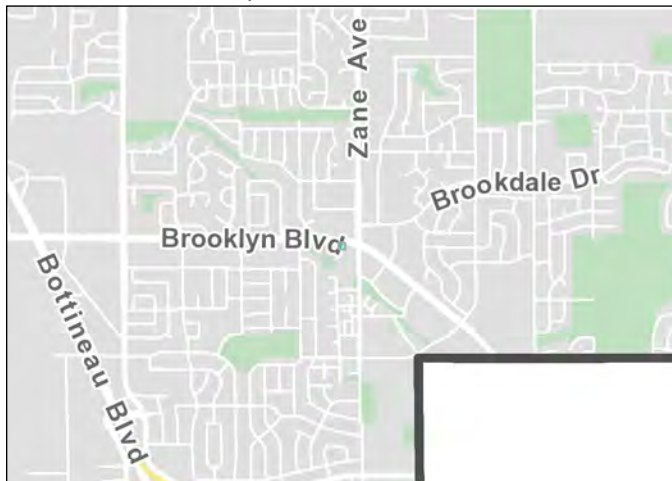


Property Report

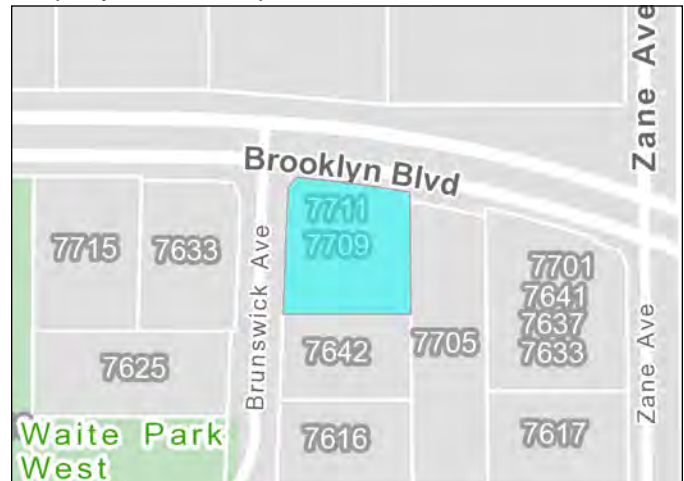
7711 Brooklyn Blvd

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 2811921220007
Block | Lot: |
Plat: UNPLATTED 28 119 21
Acreage: 0.51
Neighborhood: Hartkopf
Zoning: VR - Village Zoning Redevelopment
Year built: 0
Last sale date: 4/01/2001
Owner: BROOKLYN PARK ECON DEV
Taxpayer: BROOKLYN PARK ECON DEV

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$53,000
Total value: \$53,000

Property photo taken on 2/22/2021

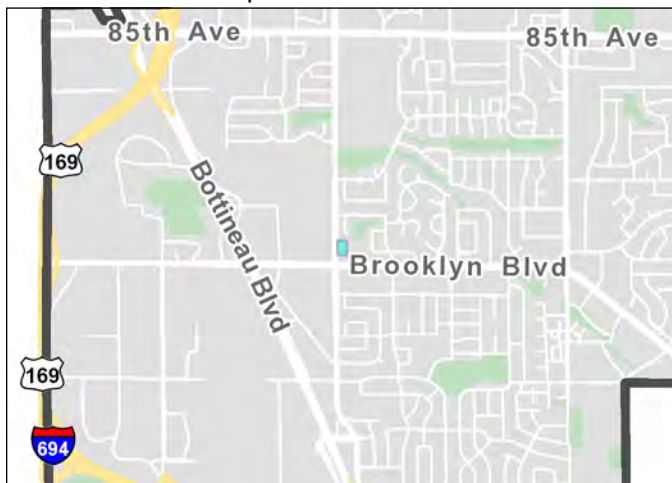


Property Report

7996 Brooklyn Blvd

Report date: 12/30/2021

General location map



Property location map



Property information

Parcel ID: 2011921340080
Block | Lot: 001 | 002
Plat: NORTHWIND PLAZA
Acreage: 1.65
Neighborhood: Shingle Creek
Zoning: TOD/C - Transit Oriented Development/Center
Year built: 2009
Last sale date:
Owner: BROOKLYN PARK ECO DEV AUTH
Taxpayer: BROOKLYN PARK ECO DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$518,000
Total value: \$2,090,600

Property photo taken on 9/02/2009

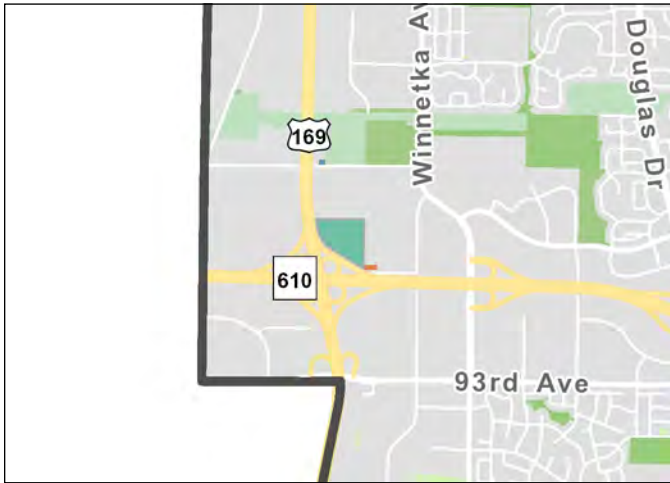


Property Report

8300 97th Ave N

Report date: 12/29/2021

General location map



Property location map



Property information

Parcel ID: 0711921130005
Block | Lot: |
Plat: UNPLATTED 07 119 21
Acreage: 21.95
Neighborhood: Future 5
Zoning: TOD/G - Transit Oriented Development/Greenfield
Year built: 0
Last sale date:
Owner: BROOKLYN PARK ECON DVLPT ATH
Taxpayer: BROOKLYN PARK ECON DVLPT ATH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$80,200
Total value: \$80,200

Property photo taken on 9/28/2021

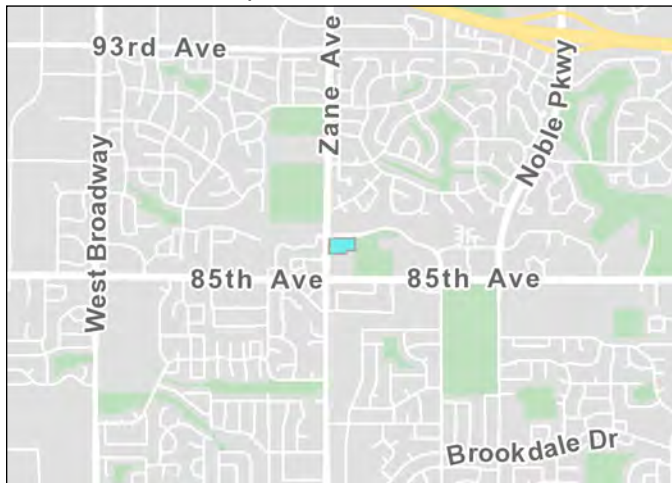


Property Report

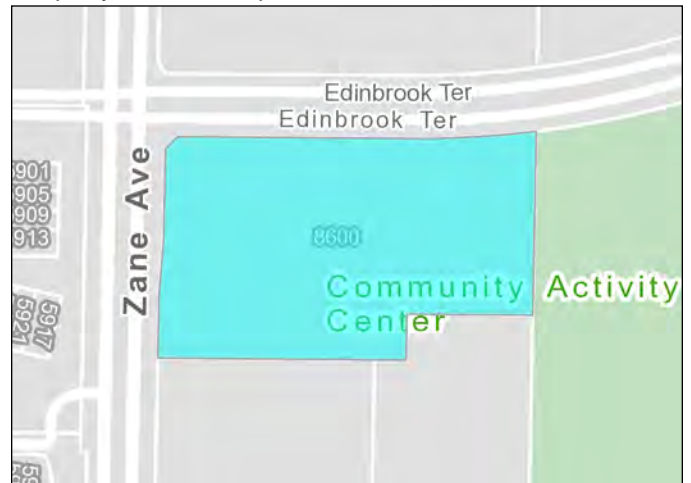
8600 Zane Ave N

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 1611921340006
Block | Lot: 001 | 001
Plat: CITY OF BROOKLYN PARK ADDN
Acreage: 4.45
Neighborhood: Trinity Gardens
Zoning: PI - Public Institution District
Year built: 0
Last sale date: 9/01/2020
Owner: COUNTY OF HENNEPIN
Taxpayer: COUNTY OF HENNEPIN

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$0
Total value: \$0

Property photo taken on 10/28/2020

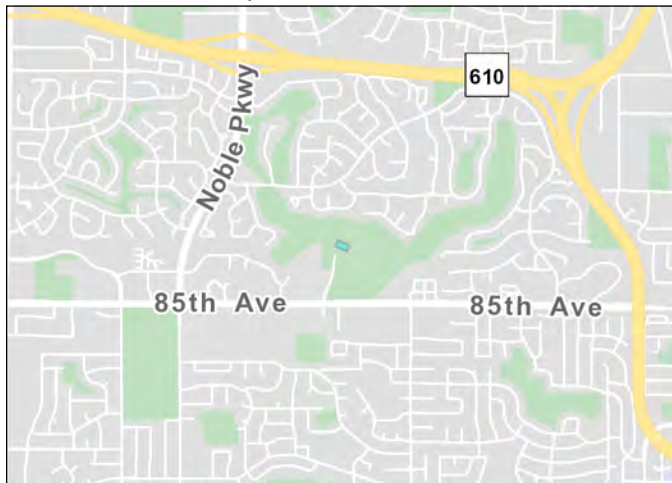


Property Report

8700 Edinbrook Xing N

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 1511921430025
Block | Lot: |
Plat: CONDO NO 0577 EDINBURGH GOLF CONDO
Acreage: 0.00
Neighborhood: Edinburgh
Zoning: CD - Conservancy District
Year built: 0
Last sale date:
Owner: BROOKLYN PK ECON DEVEL AUTH
Taxpayer: BROOKLYN PK ECON DEVEL AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$0
Total value: \$0

Property photo taken on 9/28/2021

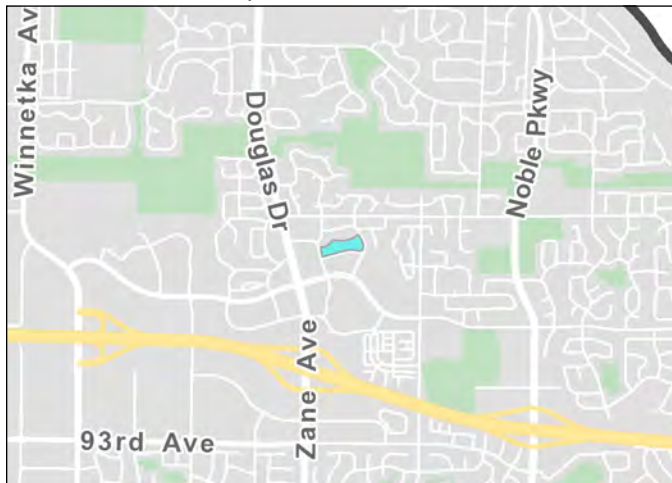


Property Report

48 Address Unassigned

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 0911921210005
Block | Lot: 002 | 002
Plat: OXBOW COMMONS
Acreage: 5.87
Neighborhood:
Zoning: TC - Town Center Zoning District
Year built: 0
Last sale date: 6/01/2014
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$1,289,800
Total value: \$1,289,800

Property photo taken on 2/22/2021

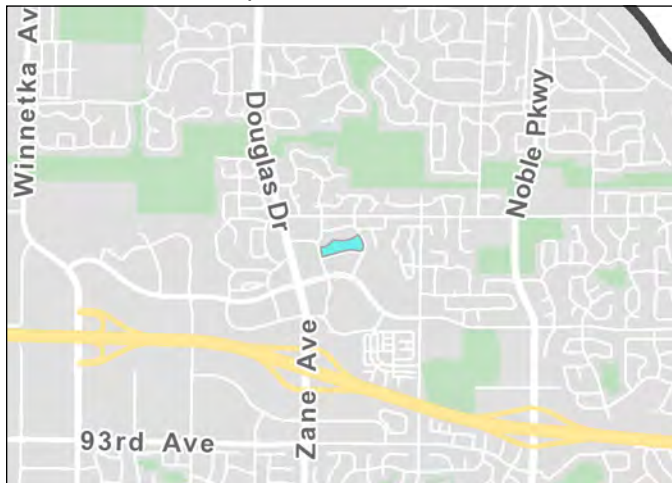


Property Report

48 Address Unassigned

Report date: 12/28/2021

General location map



Property location map



Property information

Parcel ID: 0911921210005
Block | Lot: 002 | 002
Plat: OXBOW COMMONS
Acreage: 5.87
Neighborhood:
Zoning: TC - Town Center Zoning District
Year built: 0
Last sale date: 6/01/2014
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$1,289,800
Total value: \$1,289,800

Property photo taken on 2/22/2021

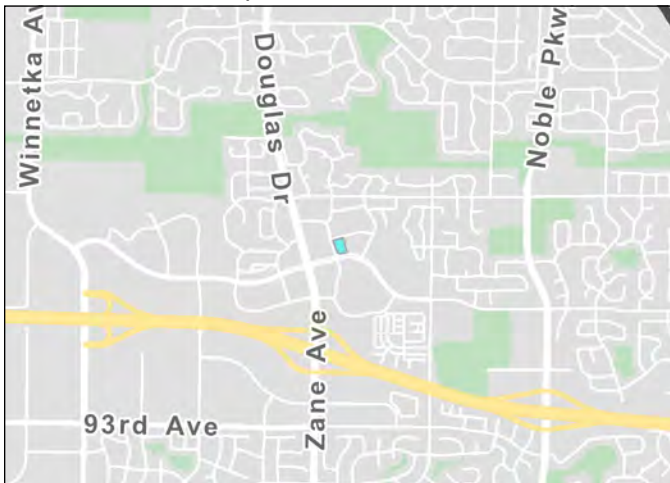


Property Report

48 Address Unassigned

Report date: 12/28/2021

General location map



Property location map



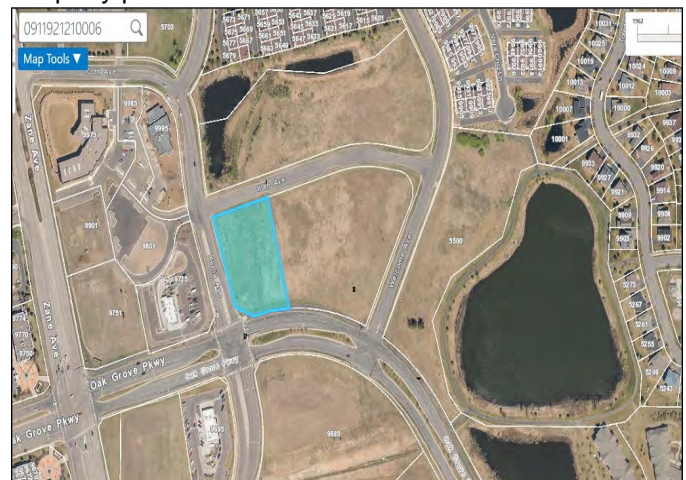
Property information

Parcel ID: 0911921210006
Block | Lot: 004 | 001
Plat: OXBOW COMMONS
Acreage: 1.71
Neighborhood:
Zoning: TC - Town Center Zoning District
Year built: 0
Last sale date: 11/01/2014
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$521,500
Total value: \$521,500

Property photo taken on 2/22/2021

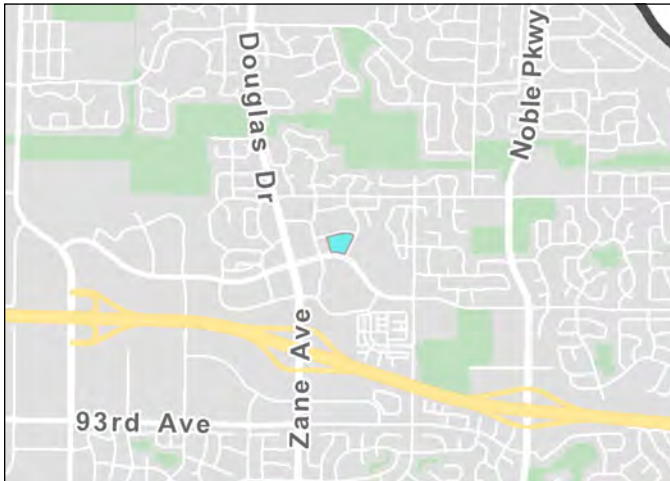


Property Report

48 Address Unassigned

Report date: 12/28/2021

General location map



Property location map



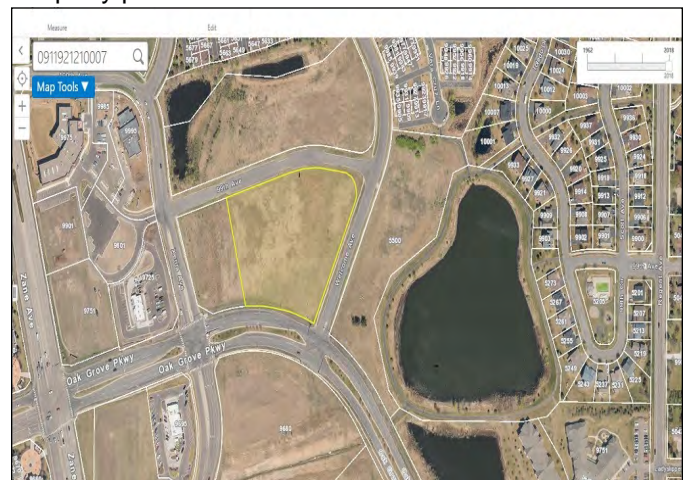
Property information

Parcel ID: 0911921210007
Block | Lot: 004 | 002
Plat: OXBOW COMMONS
Acreage: 4.66
Neighborhood:
Zoning: TC - Town Center Zoning District
Year built: 0
Last sale date: 6/01/2014
Owner: BROOKLYN PARK ECON DEV AUTH
Taxpayer: BROOKLYN PARK ECON DEV AUTH

Property assessment - for year 2021

Property style: N/A
Square feet: N/A
Rooms: N/A
Bedrooms: N/A
Bathrooms: N/A
Homestead type: N/A
Building value: \$0
Land value: \$1,233,700
Total value: \$1,233,700

Property photo taken on 2/22/2021



BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
SMALL PROJECT WORK AGREEMENT

This Agreement is made this ____ day of _____, 2022, by and between the Brooklyn Park Economic Development Authority (the "EDA") and _____ (the "Contractor") for lawn maintenance.

In consideration of the mutual covenants and promises contained in this Agreement, the EDA and the Contractor agree as follows:

1. The Work to be Completed. The Work to be completed by the Contractor is set forth in the specifications, drawings, other pertinent addenda attached and made part of this Agreement as Schedule A. The Contractor shall perform in strict accordance with the provisions of said Scheduled A. The Contractor shall carefully review all of the contract documents before performing the Work and shall promptly call to the attention of the EDA any discrepancy or inconsistency which may exist between any two or more documents or between any parts of the same document. The EDA shall have discretion as to how to address any such discrepancy or inconsistency and shall modify, interpret, or adjust the Contract Documents accordingly as the case may be.
2. Commencement and Completion of Work. The Work set forth in Schedule A shall be completed once every two weeks during the growing season, unless otherwise directed by the EDA. The EDA reserves the right to modify the maintenance schedule at its sole discretion. If the Contractor is unable to complete the work in accordance with the maintenance schedule, it must promptly notify the EDA. In the event that the work cannot be completed within a timeframe acceptable to the EDA, the EDA may dismiss the Contractor without any compensation whatsoever and appoint a substitute Contractor(s).
3. Payment. The Work as set forth in Schedule A, including all labor, materials, and equipment needed to accomplish the same, shall be completed by the Contractor for the fees set forth in Schedule B in an aggregate amount not to exceed \$_____ during the term of this agreement (the "Contract Price"). Fees shall be paid to the Contractor upon completion of the Work to the satisfaction of the EDA. The Contract Price shall constitute the sole compensation payable to the Contractor for completion of the Work.
4. Compliance with Laws. Prior to commencing the Work, the Contractor shall secure all necessary licenses as may be required, and before and during the progress of the Work, give all notices and comply with all the laws, ordinances, rules, and regulations of every kind and nature now or hereafter in effect that are promulgated by any federal, state, county, or other governmental authority, relating to the performance of the Work. If the Contractor's performance is contrary to any such law, ordinance, rule, or regulation, it shall bear all costs arising therefrom.
5. General Guarantee. The Contractor hereby guarantees to the EDA that all of the Work shall be done in a competent, workmanlike manner.
6. Waiver of Liability. The Contractor understands and agrees that the Work is undertaken at the sole risk of the Contractor. The Contractor does expressly forever release the EDA from any claims, demands, injuries, damage actions or causes of action whatsoever, arising out of or connected with the Work.

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify the EDA, its officers, employees, agents, volunteers and others acting on the EDA's behalf, hold them harmless, and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (specifically including reasonable attorneys' fees and other costs and expenses of investigation and defense), of any sort, arising out of or otherwise in connection with the Contractor's performance, or the performance of any subcontractor or other person or entity for whose acts or omissions the Contractor is legally responsible, under this Contract. Notwithstanding the foregoing, the Contractor shall not be responsible for any loss, damage, liability, claim, cost or expense to the extent it is alleged and established that such loss, damage, liability, claim, cost or expense was occasioned by the negligence or willful misconduct of the EDA in connection with the performance of this Contract. The EDA shall have the right, at its own expense, to associate in the defense of any action defended by the Contractor pursuant to this provision.

The Contractor's obligations under this Indemnification provision shall survive the expiration or termination of this Contract.

8. Governmental Limited Immunity. Notwithstanding anything to the contrary in this Contract, the EDA does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes Chapter 466 or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by the Contractor or by any third party. In no event shall the Contractor assert or rely upon any such statutory limited immunity of the EDA to avoid liability for any act for which the Contractor would otherwise be legally responsible.
9. The Contractor's Insurance. The Contractor agrees to provide and maintain, at the Contractor's own cost and at all times during which the Contractor is providing services and/or materials and/or equipment in connection with this Contract or is otherwise engaged in its performance under this Contract, and for the additional periods of time specified in Sections 9B) and 9D), below (as applicable), such insurance coverages as are set forth herein, and to otherwise comply with the provisions that follow. The insurance coverages required of the Contractor herein shall, in all material respects (specifically including with respect to the Additional Insured grants required herein), be acceptable to the EDA, such acceptance by the EDA not to be unreasonably withheld or delayed.

The Contractor shall not engage any subcontractor to perform any portion of the work under this Contract without the express written approval of the EDA. In the event such approval is requested and granted, these insurance provisions shall also apply to all such subcontractors. The EDA's approval of a subcontractor shall not constitute a revision or waiver by the EDA of any liability, obligation or requirement applicable to such subcontractor, or to the Contractor, under this Contract. The Contractor shall be entirely responsible for securing the compliance of all of its subcontractors with these insurance provisions. The Contractor shall not commence performance under this Contract, nor shall the Contractor allow any subcontractor to commence its performance, until all insurance required of the Contractor and each subcontractor is in effect, and satisfactory evidence thereof is provided to the EDA's Office of Loss Control, as set forth below.

- A) Workers' Compensation

Workers' Compensation insurance in compliance with all applicable statutes. Such policy (or, if applicable, separate policy) shall provide Employer's Liability coverage with limits of at least \$500,000 for each coverage provided thereunder.

In the event the Contractor is not required under pertinent law to maintain Workers' Compensation insurance, or may under such law elect to not maintain Workers' Compensation insurance on certain individuals, and the Contractor does not in fact maintain such insurance, then the Contractor shall comply with all requirements under law applicable to such election and, at the EDA's request, sign a statement regarding such exemption or election on a form provided by the EDA. Contractor agrees to obtain such statement from all subcontractors who elect not to maintain Workers' Compensation insurance as described herein.

B) General Liability

Commercial General Liability Insurance, the policy for which shall: (i) afford coverage on an "occurrence", rather than on a "claims made" basis; (ii) include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, and Products-Completed Operations liability; (iii) not exclude coverage for Explosion, Collapse & Underground ("XC&U") Hazards; (iv) provide coverage at least as broad in all material respects as that provided under a standard Insurance Services Office ("ISO") form CG 00 01; (v) include a severability of interests (or "separation of insureds") provision; and (vi) at all times specified above provide coverage limits of at least \$2,000,000 Each Occurrence and, if applicable, Aggregate, applying to liability for Bodily Injury and Property Damage, and a combined limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. By way of example (but not limitation) with respect to (iv) above, Contractor's Commercial General Liability policy may contain such standard ISO or equivalent exclusionary endorsements or provisions as are reasonably expected to be imposed by Contractor's insurer(s), such as those applying to liability from exposure to asbestos, silica or lead, but shall not contain a "classification limitation", "designated premises", or other endorsement in a form that could limit coverage for liability arising out of Contractor's performance under this contract, nor shall it contain ISO Endorsements CG 22 94 or CG 22 95, or equivalent endorsements or provisions restricting Contractor's coverage for damage caused by a subcontractor.

C) Automobile Liability

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, maintenance or use of all owned, nonowned and hired automobiles and other motor vehicles utilized by the Contractor in connection with its performance under this Contract. Such insurance shall be provided on a policy form that provides coverage that is at least as broad in all material respects as the coverage afforded under a standard ISO form CA 00 01, and shall provide a total liability limit for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident. Such policy shall include a severability of interests (or "separation of insureds") provision, and shall include coverage for motor vehicle liability assumed under contract.

D) Limits

The minimum liability insurance limits required hereunder may be satisfied by the limits afforded under the Contractor's primary liability insurance policy(ies), or by such policy(ies) in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy: (a) is in all material respects at least as broad as that afforded by the underlying policy(ies); (b) includes the EDA and other parties as Additional Insureds thereunder, as set forth below; and (c) will apply to such Additional Insureds on a non-contributory basis should the Contractor's primary insurance limits become exhausted, notwithstanding any policy language to the contrary. Where the EDA and others (as described below) are to be included as Additional Insureds, they shall be included as Additional Insureds to the full extent of the coverage limits available to the Contractor in excess of the minimum limits set forth in this Contract.

E) Additional Insureds

The Contractor's Commercial General Liability and Automobile Liability insurance policies shall include the EDA, its officers, employees, agents and volunteers as Additional Insureds thereunder to the extent of liability arising out of the Contractor's acts or omissions or the acts or omissions of the Contractor's subcontractors or others acting on the Contractor's behalf. Each such policy shall waive or otherwise prohibit insurer subrogation against the EDA and all other Additional Insureds. The Contractor shall require any subcontractors it engages with respect to its performance under this Contract to afford the EDA and the other parties described above similar Additional Insured status, and to similarly waive or otherwise prohibit insurer subrogation against such Additional Insureds. The Additional Insured status provided by the Contractor and its subcontractors must be acceptable to the EDA, such acceptance by the EDA not to be unreasonably withheld or delayed.

It is understood and agreed that such Additional Insured status must provide both Premises and Operations and Completed Operations liability coverages.

It is understood and agreed that ISO Additional Insured endorsement form CG 20 33 may not be used to satisfy the Additional Insured requirement of any subcontractor of the Contractor (of any tier), nor shall any other Additional Insured endorsement or policy provision that: (a) requires that the agreement to add a party as an Additional Insured be included in a written contract or agreement made with that Additional Insured; or (b) includes language to the effect that a party's Additional Insured status ends when the insured's operations for that Additional Insured are completed; provided, that (b) shall not apply if the insured subcontractor includes with its evidence of insurance a writing from its insurer, with content satisfactory to the EDA, confirming that such language is not intended to, and will not be interpreted by the insurer to, restrict the time during which an Additional Insured has standing to submit a claim under the policy.

F) Primary Insurance

With respect to liability arising out of the Contractor's performance under this Contract, all insurance required of the Contractor hereunder shall respond on a primary (not

excess or contributory) basis with respect to any similar insurance maintained by the EDA and/or any other party required to be included as an Additional Insured hereunder, notwithstanding any policy language to the contrary.

G) Responsibility for Liability Insurance Coverages and Limits

It is understood and agreed that the liability insurance coverages and limits required under this Contract are minimum requirements only, and that, (1) the EDA does not represent that the insurance coverage and limits established herein necessarily will be adequate to protect the Contractor; (2) the Contractor will independently determine whether such coverages and limits are adequate to protect its interests; and (3) the EDA will have no responsibility or liability whatsoever to the Contractor for the inadequacy of any such coverages or limits to protect the Contractor's interests. Neither the Contractor's compliance nor its failure to comply with these insurance requirements will diminish or otherwise affect the Contractor's obligations as an indemnitor as set forth this Contract.

H) Responsibility for Deductibles or Retentions

As between the EDA and the Contractor and all other parties required herein to be included as Additional Insureds, the Contractor shall be solely responsible for the amount of loss within any deductible, participation, self-insured retention, or similar provision or feature applicable under any insurance policy maintained by the Contractor, whether or not such Additional Insured status in fact applies under such policy.

I) Insurers

All policies of insurance required of the Contractor hereunder shall be issued by financially responsible insurers, and all such insurers must be acceptable to the EDA. Such acceptance by the EDA shall not be unreasonably withheld or delayed.

J) Evidence of Insurance

Prior to commencing any performance under this Contract, the Contractor shall provide the EDA's Office of Loss Control/Risk Management with evidence that the insurance coverage required hereunder is in full force and effect.

Brooklyn Park EDA
Office of Loss Control/ Risk Management
5200 85th Avenue North
Brooklyn Park, MN 55443
Indicate Project Name and Location

In the event that any such insurance renews or is terminated during the course of the Contractor's performance, the Contractor shall promptly provide the EDA's Office of Loss Control/Risk Management with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a standard Certificate of Insurance or other form of evidence of insurance acceptable to the EDA, and shall contain sufficient

information to allow the EDA to determine whether there is compliance with these provisions. Such evidence of insurance shall be accompanied by copies of any Additional Insured endorsements or automatic Additional Insured policy provisions necessary to achieve compliance with the Additional Insured requirements of this Contract. Brooklyn Park EDA shall be endorsed onto the policy as a cancellation notice recipient and should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the Office of Loss Control/Risk Management in accordance with policy provisions. At the EDA's request, the Contractor shall also provide the EDA with complete (and if so requested, insurer-certified) copies of such required insurance policies as are included in the EDA's request; provided, that the Contractor may redact from such copies information reasonably determined by the Contractor to be proprietary to the Contractor (such as premium and rating-base information).

The failure of the EDA to demand certificates or other evidence of the Contractor's full compliance with the insurance requirements of this Contract, or the failure of the EDA to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

K) Loss Information

At the request of the EDA, the Contractor shall promptly furnish loss information concerning all liability claims (1) brought against the Contractor (or any predecessor business entity) arising out of any construction projects undertaken by the Contractor (or any predecessor business entity) within the three (3) years preceding the date of this Contract and/or (2) brought against the Contractor (or any other Insured under the Contractor's required policies, that may affect the amount of liability insurance available for benefit and protection of the EDA. Such loss information shall include such specifics and be in such form as the EDA may reasonably require.

L) Release and Waiver

Except as is specifically provided to the contrary elsewhere in this Contract, as between the EDA and others set forth below in this provision and the Contractor, the Contractor agrees to rely entirely upon its own property insurance (or, to the extent applicable, self-insurance or other self-funding) for recovery with respect to any damage, loss or injury to the Contractor's property or property interests, however caused. The Contractor hereby releases The EDA, it officers, employees, agents, volunteers and others acting on the EDA's behalf, from all claims, and all liability or responsibility to the Contractor, and to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss of or damage to the Contractor's property or business interests caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of the EDA or other party who is to be released by the terms hereof, or by anyone for whom such party may be legally responsible.

The Contractor understands and agrees that it is solely responsible for determining whether the Release and Waiver herein could impair any of its rights under its insurance policy(ies), and further, that it is solely responsible for effecting any revision(s) to such policy(ies) as may be necessary to permit such Release and

Waiver.

It is specifically understood and agreed that this Section (9L) shall apply to all subcontractors (of all tiers) and suppliers, as well as to the Contractor. The Contractor agrees to require all such subcontractors and suppliers to execute a Release and Waiver containing the same provisions (modified only as appropriate to apply to the particular contracting party) as set forth above in this Section (9L), and to provide the EDA's Office of Loss Control/ Risk Management with copies of such writings.

10. Addresses and Notices. Any notice permitted or required to be given under this Agreement shall be deemed to have been given by certified mail, postage prepaid, addressed as follows

To the Contractor:

To the EDA:

Kim Berggren (as authorized EDA representative)
Brooklyn Park Economic Development Authority
5200 85th Ave. North
Brooklyn Park, MN 55443

11. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.
12. Entire Agreement. This Agreement constitutes the entire agreement, along with the attached work description from Schedule A which specifically lists the scope of work between the EDA and the Contractor with respect to the matters addressed herein.
13. Amendment. This Agreement may be modified or amended only with the written approval of the EDA and the Contractor.
14. Construction. In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions or any application thereof shall not in any way be affected or impaired thereby.
15. Assignment. This Agreement shall be binding upon and in order to the benefit of the parties, their legal representatives, heirs, successors and assigns. No assignment or attempted assignment of this Agreement or any rights hereunder shall be effective unless the written consent of the other party is first obtained.
16. Authority. Each of the undersigned parties warrants it has the full authority to execute this Agreement, and each individual signing this Agreement on behalf of a corporation hereby warrants that he or she has full authority to sign on behalf of the corporation that he or she represents and to bind such corporation thereby.

17. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.
18. Equal Employment. Contractor shall not to discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, or national origin. The Contractor shall comply with all applicable laws, Executive Orders, and regulations concerning non-discrimination in employment.
19. Independent Contractor. Contractor is and shall remain an independent contractor in the performance of the Work, maintaining complete control of its workers and operations. Neither Contractor nor anyone employed or engaged by Contractor shall become an agent, representative, servant, or employee of the EDA in the performance of the Work or any part thereof.
20. Workplace Inclusion. Contractor agrees to provide documentation, in a form acceptable to the EDA, of the Contractor's efforts to promote inclusion in its workplace. Documentation should show that the Contractor encourages meaningful efforts to promote inclusion of employees of different racial, ethnic, and/or cultural backgrounds. Such evidence shall be provided to the EDA within 30 days of execution of this agreement.
21. Data Practices. This Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. All government data, as defined in the Data Practices Act, Section 13.02, subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor during performance of this Agreement, is subject to the requirements of the Data Practices Act.
22. Records – Availability/Access And Right To Audit. Subject to the requirements of Minnesota Statutes § 16C.05, subd. 5, the EDA, the State Auditor, or any of their authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to request submission of documentation, examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to the accounting practices and procedures of Provider and involve transactions relating to this Agreement. Contractor shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.
23. Term. The agreement shall terminate on December 31, 2023.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2022.

BROOKLYN PARK ECONOMIC
DEVELOPMENT AUTHORITY

By _____

By _____

Its: _____

Its: Executive Director

Schedule A

Work to be Completed

The Contractor shall mow the grass, trim the weeds, and remove any accumulated debris from the properties listed below once every two weeks, unless otherwise directed by the EDA. The EDA reserves the right to modify the maintenance schedule at its sole discretion. For Lots B and C, the Contractor is only responsible for maintaining the perimeter of the lots, as the City of Brooklyn Park will maintain the interior space.

Oxbow Commons	4.64
Oxbow Commons	5.87
Oxbow Commons	1.71
Oxbow Commons	4.66
4201 95th Ave N	6.85
4000 85th Ave	1.68
8700 Edinbrook Crossing N	0
48 Address Unassigned	0.05
8600 Zane	4.45
6900 85th Ave N	6.16
4005 83rd Ave N	0.33
7516 Brooklyn Blvd	0.95
7495 Brooklyn Blvd	1
7479 Brooklyn Blvd	11.84
7621 Brooklyn Blvd	1.71
7601 Brooklyn Blvd	2.07
7617 Zane Ave N	0.41
7705 Brooklyn Blvd	0.65
7616 Brunswick Ave N	0.36
7642 Brunswick Ave N	0.35
7709 Brooklyn Blvd	0.51
7711 Brooklyn Blvd	0.51
48 Address Unassigned	0.77
8300 97th Ave N	21.95
7499 - 7994 Brooklyn Blvd	5.33
7996 Brooklyn Blvd	1.65
Totals	86.46

The Contractor shall notify the EDA of any other maintenance needs that might occur on these lots over the duration of this contract.