

## REGULAR CITY COUNCIL MEETING – AGENDA #11

If you need these materials in an alternative format or need reasonable accommodations for a City Council meeting, please provide the City with 72-hours' notice by calling 763-424-8000 or emailing Josie Shardlow at [josie.shardlow@brooklynpark.org](mailto:josie.shardlow@brooklynpark.org).  
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 6:00 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 residents. 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 residents for informational purposes only.

#### 2A. RESPONSE TO PRIOR PUBLIC COMMENT

#### 2B. PUBLIC COMMENT

**3A. APPROVAL OF AGENDA** (Items specifically identified may be removed from Consent or added elsewhere on the agenda by request of any Council Member.)

### 3B. PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

**3B.1** Proclamation Declaring March 30, 2023, as “Marlene Kryder Day” in the City of Brooklyn Park

**A.** PROCLAMATION

**3B.2** Update on the Highway 252 / I-94 Environmental Impact Statement; CIP 4050-19

**A.** PRESENTATION

**B.** SUPPLEMENTAL INFORMATION

**3B.3** Planning Commission 2022 Annual Report and 2023 Work Plan

**A.** 2022 PLANNING COMMISSION ANNUAL REPORT

**B.** 2023 PLANNING COMMISSION WORK PLAN

**3B.4** Budget Advisory Commission 2023 Workplan

**A.** BUDGET ADVISORY COMMISSION 2023 WORKPLAN

**3B.5** Mayor’s Proclamation Declaring May 6, 2023 as “Arbor Day” and the Month of May as “Arbor Month” in the City of Brooklyn Park

**A.** PROCLAMATION

**3B.6** Applicant Interviews for Brooklyn Park Development Corporation Open Board of Director Seats

**A.** BPDC ATTENDANCE SHEET – VOTING FORM

**B.** BPDC BOARD DIRECTORY

## 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** Acceptance of National Opioid Settlements
  - A.** RESOLUTION
  - B.** NATIONAL OPIOID SETTLEMENT OPT-IN PARTICIPATION FORM & MN MOA
- 4.2** Approve MnDOT Contract No.1052122 Appointing the Commissioner of Transportation as Agent of the City of Brooklyn Park to Accept Federal Aid Funds, Which May Become Available for Eligible Transportation Related Projects
  - A.** RESOLUTION
  - B.** CONTRACT NO. 1052122
- 4.3** Authorize the Replacement of Storm Damaged Safety Netting at Northwoods Park
  - A.** RESOLUTION
  - B.** FINANCIAL ANALYSIS
- 4.4** Authorize City Manager to Enter into Professional Service Agreement with Design by Melo in the amount of \$165,00 to Provide Pre-Design and Design Development for Youth and Teen Recreation Center
  - A.** RESOLUTION
  - B.** TEEN CENTER DESIGN FEES
- 4.5** Authorize Application for Grant Funding through Hennepin Youth Sport Playground Grant
  - A.** RESOLUTION
- 4.6** Final Plat and Technical Amendments to Tessman Ridge Resolutions
  - A.** RESOLUTION – AMENDMENT TO PRELIMINARY PLAT
  - B.** RESOLUTION – FINAL PLAT
  - C.** RESOLUTION – AMENDMENT TO SITE PLAN AND VARIANCES
  - D.** PLANNING COMMISSION MINUTES
  - E.** LOCATION MAP
  - F.** APPLICANT SUBMISSIONS
  - G.** RESIDENT SUBMISSION
  - H.** PLAN SET
- 4.7** Authorize Participation in Grant Program with the Metropolitan Council Environmental Services (MCES) for Reduction of Sanitary Sewer Inflow and Infiltration
  - A.** RESOLUTION
- 4.8** Development Bond Reductions/Releases
- 4.9** Tobacco License for Noble Gas Inc. dba Noble Mobil, Located at 9500 Noble Parkway North, Brooklyn Park, MN 55443
- 4.10** Approve a Temporary On-Sale Liquor License for the Church of St Vincent de Paul for their Auction for Education to be held April 22, 2023, at 9100 93rd Avenue North
- 4.11** Resolution Approving Amendments to Oxbow Lake Care Center, Ilc Notes and Authorize Execution and Delivery of Allonges
  - A.** RESOLUTION
  - B.** ALLONGE TO SERIES 2011A NOTE
  - C.** ALLONGE TO SERIES 2015A NOTE
  - D.** ALLONGE TO SERIES 2015B NOTE
- 4.12** Consider Approval of Agreement with Minneapolis Northwest Tourism Board MNWTB Contract
  - A.** RESOLUTION
  - B.** SERVICES AGREEMENT
  - C.** 2023 WORK PLAN

**The following items relate to the City Council's long-range policy-making responsibilities and are handled individually for appropriate debate and deliberation. (Those persons wishing to speak to any of the items listed in this section should fill out a speaker's form and give it to the City Clerk. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the council table for action.)**

## **5. PUBLIC HEARINGS**

- 5.1** Resolution Approving a Modification to the Development Program for Development District No. 1, Establishing Tax Increment Financing District No. 1-28 (a Housing District) Therein and Approving a Tax Increment Financing Plan Therefor
  - A.** RESOLUTION
  - B.** TIF PLAN
  - C.** LOCATION MAP

**6. LAND USE ACTIONS**

- 6.1** Pickle in the Middle – Conditional Use Permit #23-103 for a Commercial Indoor Recreational Facility Over 2,450 Square Feet at 7700 68th Avenue
  - A.** RESOLUTION
  - B.** PLANNING COMMISSION MINUTES
  - C.** LOCATION MAP
  - D.** PREVIOUS APPROVALS
  - E.** PLAN SET
- 6.2** Decatur North and South Apartments – An Application by Real Estate Equities for a Zoning Text and Map Amendment, a Preliminary Plat, a Conditional Use Permit, and Site Plan at the Northeast Quadrant of Jefferson Highway North and Decatur Drive North
  - A.** ORDINANCE
  - B.** RESOLUTION – PRELIMINARY PLAT
  - C.** RESOLUTION – CONDITIONAL USE PERMIT
  - D.** RESOLUTION – SITE PLAN REVIEW
  - E.** PLANNING COMMISSION MINUTES
  - F.** TRANSPORTATION ENGINEER MEMO
  - G.** LOCATION MAP
  - H.** SITE DEVELOPMENT PLANS
- 6.3** Interim Ordinance Establishing a Six-Month Moratorium on Development of Property Located North of 93rd Avenue and West of Regent Avenue and Directing that a Planning Study be Conducted
  - A.** INTERIM ORDINANCE
  - B.** DEVELOPABLE LAND
  - C.** DEVELOPABLE LAND WITH NEW BUSINESS
  - D.** DEVELOPMENT PROJECTS
  - E.** HOUSING INFORMATION
  - F.** EMAIL FROM RYAN COMPANIES
  - G.** LETTER FROM REAL ESTATE EQUITIES

**7. GENERAL ACTION ITEMS**

- 7.1** Authorize Up To \$3,517,865 In Project Expenditures for The Construction of The West Unit of Mississippi Gateway Regional Park
  - A.** RESOLUTION

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

**8. DISCUSSION ITEMS**

- 8.1** Brooklyn Park Reimagining Public Safety

**IV. VERBAL REPORTS AND ANNOUNCEMENTS**

**9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS**

**9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS**

**V. ADJOURNMENT**

- 10.1** Motion for Adjournment
  - A.** MOTION FOR ADJOURNMENT INFORMATION FORM

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

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.1	<b>Meeting Date:</b>	March 27, 2023
<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>	Mayor Hollies Winston
<b>Item:</b>	Proclamation Declaring March 30, 2023, as "Marlene Kryder Day" in the City of Brooklyn Park		

## City Manager's Proposed Action:

The Mayor shall proclaim March 30, 2023 to be observed as "Marlene Kryder Day" in the city Brooklyn Park:

1. I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim March 30, 2023, shall be observed as "Marlene Kryder Day" in the City of Brooklyn Park.

OR

2. By reading the proclamation.

## Overview:

This proclamation recognizes the city manager's Program Assistant Marlene Kryder for her exemplary dedication and service to the City of Brooklyn Park.

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

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

## Attachments:

3B.1A PROCLAMATION

# ***PROCLAMATION***

## **DECLARING MARCH 30, 2023, AS “MARLENE KRYDER DAY” IN BROOKLYN PARK, MINNESOTA**

WHEREAS, it is with great honor that the city of Brooklyn Park recognizes the retirement of Marlene Kryder, after almost 21 years of dedicated, professional, and honorable service, and

WHEREAS, Marlene Kryder began her career with the city of Brooklyn park in December 2002, and throughout her career she has served the City of Brooklyn Park as a Program Assistant III for many City Managers, Mayors and Council Members; and

WHEREAS, Marlene faithfully and thoroughly fulfilled her roles and responsibilities, frequently going above and beyond; and

WHEREAS, Marlene was responsible to provide administrative support to the many city managers, Mayors and council members throughout her career, and

WHEREAS, Marlene worked very hard in preparing the city council packets, which, produced an average of 24 city council packets annually with a total of 3,600 pages; and

WHEREAS, Marlene also was dedicated with the city commissions program with the commission recruitments, interviews and selection of over 1,200 commissioners, and

WHEREAS, Marlene, an avid photographer, in 2013, began taking some amazing pictures for the Summer Blossom program; and

WHEREAS, we celebrate Marlene Kryder’s retirement and thank her for all of her dedicated work on behalf of the residents of Brooklyn Park; and

WHEREAS, on behalf of the city council of Brooklyn Park, city staff and community, extend personal best wishes upon her retirement and for continued success in her life’s pursuits.

NOW, THEREFORE, I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim March 30, 2023, to be observed as “Marlene Kryder Day” in the City of Brooklyn Park.

\_\_\_\_\_  
Hollies Winston, 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.2	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Operations and Maintenance, Engineering Division
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Jeff Holstein, City Transportation Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Mark Lindeberg and Aaron Tag, MnDOT; Brett Danner and Justin Sebens, SRF Consulting Group, Inc.
<b>Item:</b>	Update on the Highway 252 / I-94 Environmental Impact Statement; CIP 4050-19		

## City Manager's Proposed Action:

Update the Council on the current status of the Highway 252 / I-94 Environmental Impact Statement.

## Overview:

The city is partnering with MnDOT, Hennepin County, the city of Minneapolis, and the city of Brooklyn Center on an Environmental Impact Statement (EIS) for the Highway 252 / I-94 corridor from Highway 610 to 4<sup>th</sup> Street in Minneapolis. The EIS will identify a preferred design concept to equitably improve the traffic operations, safety, multi-modal connections, health and environmental issues along the corridor. The agencies have retained the SRF Consulting Group, Inc. (SRF) to provide transportation planning, engineering and environmental expertise and to manage the project.

This project started in 2017 as a corridor study, expanded to include I-94 as a designated Environmental Assessment (EA) in 2018 and was recently expanded again in 2020 to an EIS to determine a preferred alternative for the corridor. The change to an EIS has resulted in repeating some of the earlier work, but the study analyzed and vetted in even greater detail. The EIS is expected to be completed in 2026. The EIS work is expected to be immediately followed by the preparation of design plans. Estimated construction start is approximately 2028.

The EIS process includes four components (Purpose and Need, Scoping, the DRAFT EIS [DEIS], and the Final EIS / Record of Decision [ROD]). The project is currently in the Scoping phase. The purpose of this presentation is to provide the Council with information relative to the study process, schedule, project alternatives recommended in the Scoping Document for further study in the DEIS and how the public can stay involved. This will include information on public engagement and how public comments are informing the process.

The Scoping Document was just released to the public on March 21. The official public comment period will run through May 19, 2023. The comments will be addressed and a Final Scoping Decision Document (SDD) prepared and completed in August 2023. The project will then move into the DEIS phase where each of the remaining alternatives will be studied and vetted in even greater detail with significant opportunity for additional public engagement.

Public engagement during the comment period will include several pop-up events, an in-person Open House on Tuesday, April 18 (4:30-7:30 p.m.) at Discover Church in Brooklyn Park, a virtual Open House on Thursday, April 27 (6:00-7:30 p.m.), and door knocking.

**Primary Issues/Alternatives to Consider:**

- 1) MnDOT and SRF will be providing similar presentations to the other local agencies involved in the study.
- 2) The study is guided by the Policy Advisory Committee (PAC), which is comprised of area legislators, city council members, county board members, Met Council representatives and chaired by the MnDOT Commissioner of Transportation. The PAC provides high level guidance on funding, policy issues and goals and objectives to the Technical Advisory Committee (TAC). The TAC is comprised of technical planning and engineering experts from the participating agencies, including Met Council, Metro Transit and the Federal Highway Administration and the study consultant members. The TAC identifies and conducts the necessary analyses, conceptual design and documentation for the study. A separate community engagement committee focuses on equitably obtaining feedback from and providing information to the public and works closely with the TAC.

**Budgetary/Fiscal Issues:**

The City financially participated in the EA process, similar to the other local agencies. MnDOT is providing the funding for the EIS.

**Attachments:**

3B.2A PRESENTATION

3B.2B SUPPLEMENTAL INFORMATION



# Highway 252 / I-94 Project Update Brooklyn Park City Council Meeting

March 27, 2023

Highway 252/I-94  
Environmental Impact Statement (EIS)



# Presentation Team



Brett Danner

SRF Environmental Lead



Mark Lindenberg

MnDOT West Area Manager



April Crockett

MnDOT Director – Metro  
Planning, Program  
Management, and Transit



Justin Sebens

SRF Deputy Project Manager

# Why Are We Here Today?

1. Project Overview and Schedule
  - Understanding the Project Purpose and Need/Objectives
  - Understanding How Scoping Informs the Environmental Process
2. Council Follow-Up from May 2022
3. Project Alternatives Recommended for Further Study in DEIS
4. Staying Involved
5. Questions?

# 1. Project Overview and Schedule

# Project Schedule



## Environmental Review Process



## ENVIRONMENTAL IMPACT STATEMENT PHASES



# Where We Are Now

-  Draft **recommendations** (Scoping Document) for Hwy 252 and I-94 have been presented to **cooperating and participating agencies** for review and comment
-  Draft **recommendations** are now being presented to the public as part of the **official public comment period** (March 21 through May 19, 2023)

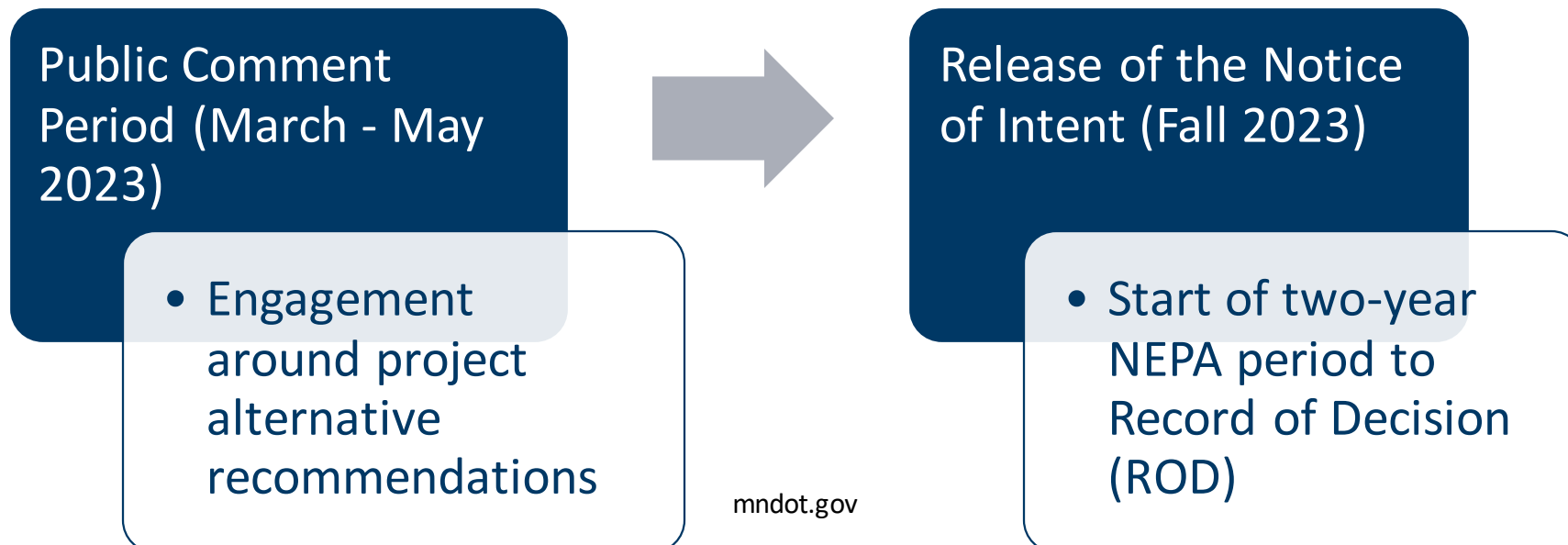
Official public comment period includes **ongoing engagement opportunities**:

- Brooklyn Park City Council Meeting – March 27, 2023
- Brooklyn Center City Council Meeting – April 10, 2023
- In-Person Open House – April 18, 2023
- Virtual Open House – April 27, 2023
- Pop-Ups and Door Knocking

Current engagement opportunities are seeking input on recommendations on project alternatives to be further studied in the Draft EIS.

# What Comes Next

- Following the official public comment period **comments will be addressed**, and a **Final Scoping Decision Document (SDD)** will be prepared (May 19-July 18, 2023)
- The **Final SDD** will be completed in August 2023 and then the project will move into the **Draft Environment Impact Statement (DEIS)** phase



# Hwy 252/I-94 Project Needs

## Vehicle Safety



**Hwy 252:** three fatal crashes (2016-2019); six fatal crashes (2003-2015); intersections exceed the critical crash rate

**I-94:** segment exceeds the critical crash rate

## Walkability/Bikeability



**Hwy 252:** can be challenging to cross for pedestrians and bicyclists

**I-94:** segment has disproportionate spacing of crossings with narrow sidewalks or no accommodations for people with disabilities

## Vehicle Mobility



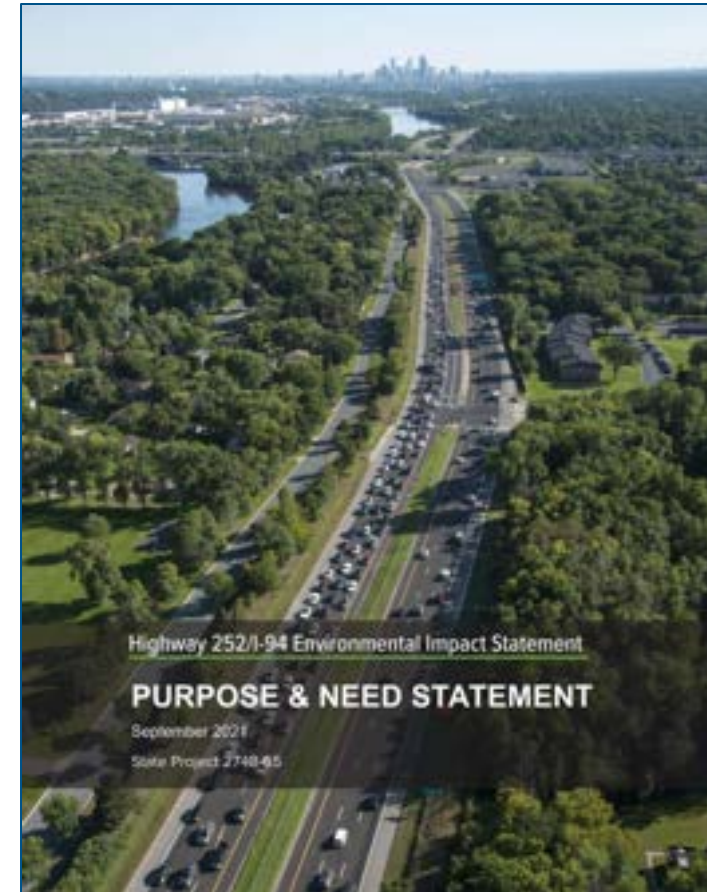
**Hwy 252:** intersections along Hwy 252 operate poorly during peak hours

**I-94:** segments between I-694 and the Lowry Tunnel are significantly congested during peak hours

**Transit:** demonstrated transit need with an expected increase in ridership

# Hwy 252/I-94 Purpose Statement

*The purpose of the Hwy 252/I-94 Project is to improve the safe and reliable movement of people and goods across multiple modes on and across Hwy 252 and I-94 between Hwy 610 and North 4th Street in Minneapolis.*



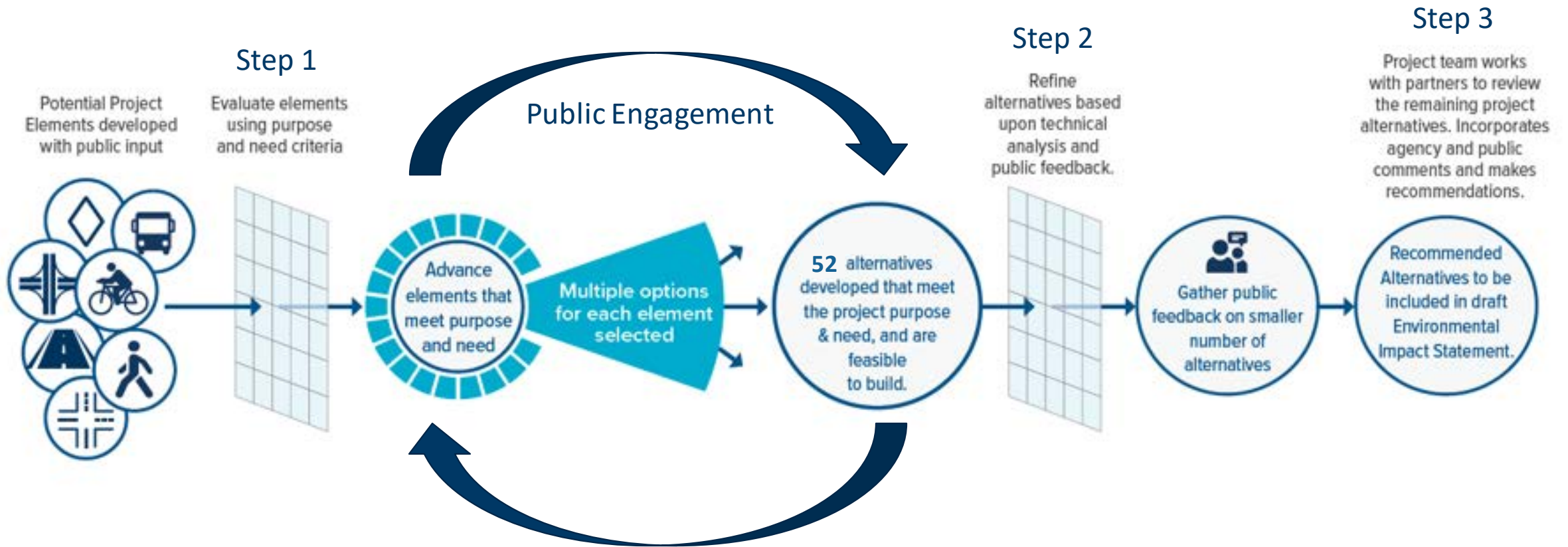


# Hwy 252/I-94 Project Objectives

- Reduce injuries and fatalities associated with crashes along Hwy 252/I-94.
- Promote public health by improving bikeability/walkability on and across Hwy 252/I-94, and by supporting reliable transit service through operational improvements.
- Ensure solutions are consistent with local planning and compatible with the existing roadway network.
- Minimize the need to acquire additional property.
- Achieve equitable social, environmental, and economic outcomes (equity means fair and just, taking into consideration the conditions and needs of persons/community impacted).

Project objectives were considered during scoping for the development, evaluation, and refinement of alternatives. They were seen as the guiding principles throughout the process.

# The Scoping Process



# Engagement in Scoping





## 830+


Comments Submitted


Comments were reviewed and catalogued into general themes that reflected both sides of an issue.


### The top comment themes include:


- 

Opposition to or support for highway expansion.
- 

Concerns regarding social impacts or impacts to the surrounding natural environment. Social and environmental issues commonly cited at engagement events included air quality impacts, traffic noise impacts, impacts to the Mississippi River, and environmental justice concerns.
- 

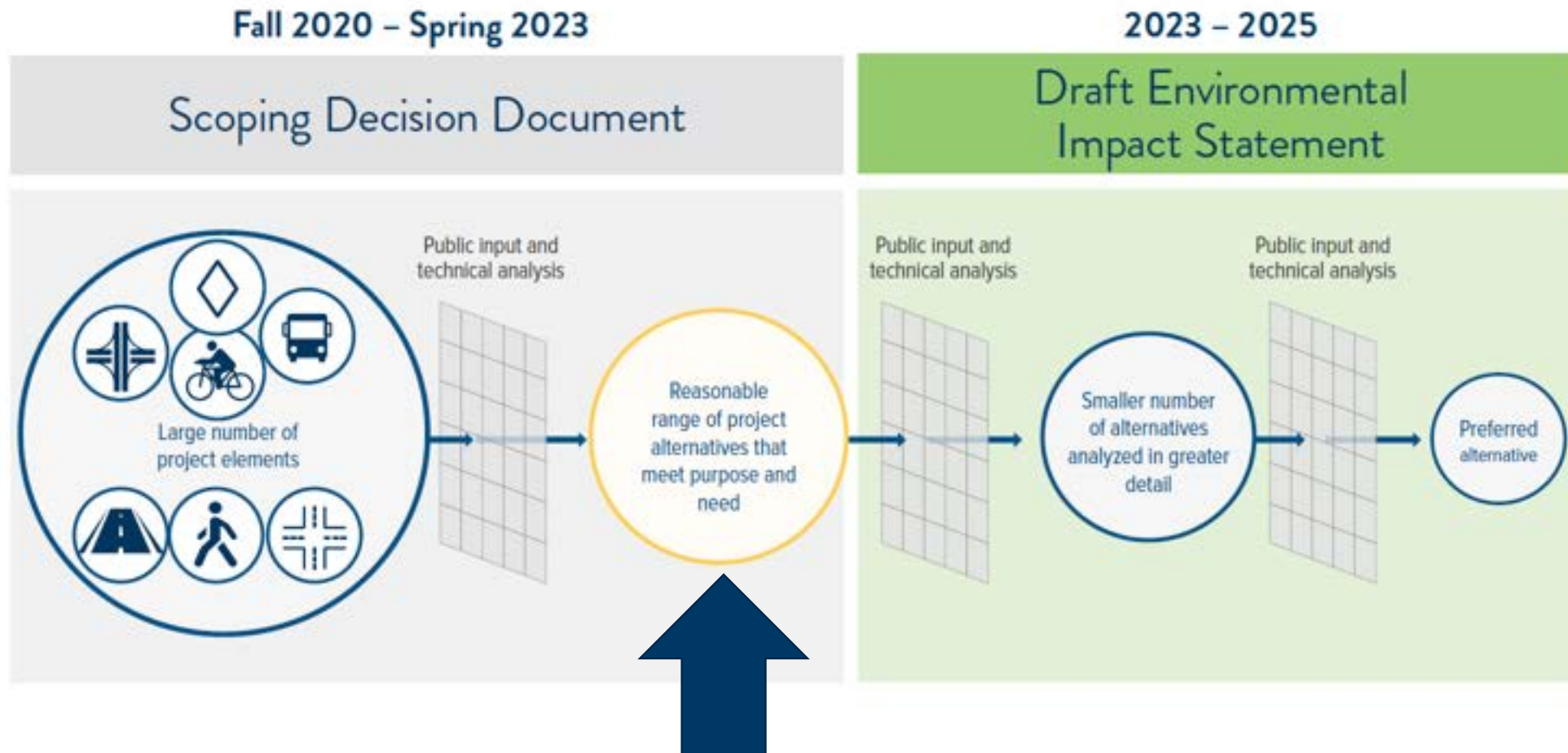
Opposition to, support for, or general concerns for a freeway conversion of Hwy 252.
- 

Project corridor safety, including vehicular safety on Hwy 252 and pedestrian and bicycle safety and mobility.
- 

Community interest and support for transit improvements.
- 

Other themes include property acquisition/impacts, access, construction impacts, impacts with reconnecting West River Road reconnection impacts, equity, managed lanes, engagement/outreach, health outcomes, traffic, mobility, and project process.

# How Scoping Informs the Environmental Process



Current engagement efforts are to seek input here!

## **2. Council Follow-Up From May 2022**

# Brooklyn Park Council Follow-up

What we heard	What we are doing
Implement interim safety improvements as soon as possible.	Safety improvements to be implemented in 2023.
Equity and Health Assessment (EHA) engagement in Brooklyn Park.	Two EHA events were held in Brooklyn Park, one at Zanewood Rec Center, the other through ACER.
Incorporating public input and feedback into project process, making changes reflective of engagement.	Interim safety improvements, new project alternative (transitway), and revisited 4 lane alternatives for Hwy 252.
Request for all public comments.	Packaging EIS comments to share with Brooklyn Park Council
Need to maintain or replace pedestrian bridges in Brooklyn Park.	Pedestrian crossings are being considered with all future project alternatives along the project extent.
Hearing resident concerns about property impacts	Some corridor alternatives impact properties, and those impacts are being evaluated.



# **3. Project Alternatives Recommended for Further Study in DEIS**

# Project Alternatives

Alternatives were **eliminated** in the **Scoping Document** if they did not meet the project needs or if they performed poorly relative to project needs.

## Hwy 252 Intersections

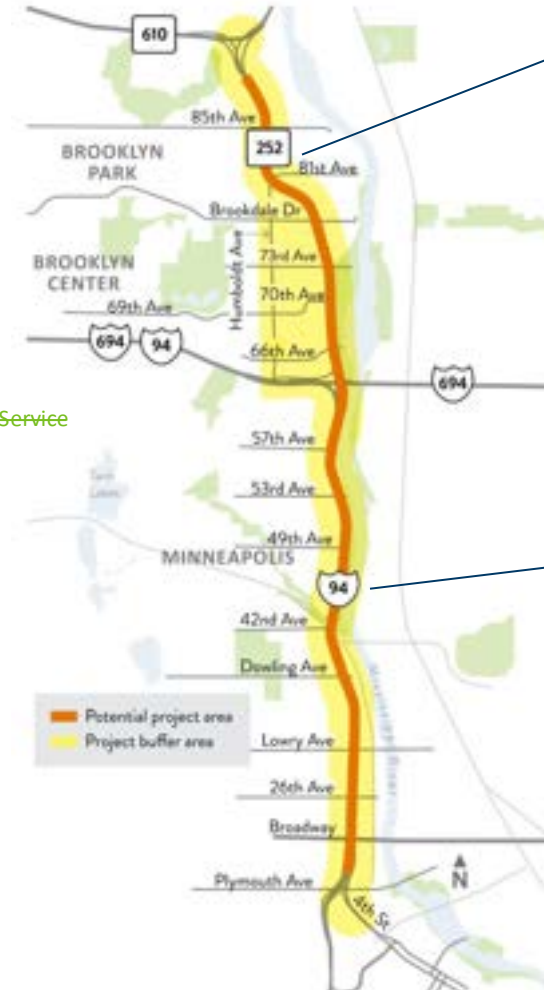
Traffic Signals  
 Roundabout  
 Median U-Turn  
 Restricted Crossing U-Turns  
 Continuous Green T  
 Displaced Left Turns  
 Right-In/Right-Outs  
 Echelon Partial Interchanges

## Transit

Transit-Only  
 Bus Rapid Transit  
 Bus Stations along I-94 and Improve Express Bus Service  
 Improve Local and Express Bus Service  
 Stations along I-94 and Maintain Existing Service

## Pedestrians and Bicycles

Improve Existing Overpass Bridges along I-94  
 Dedicated Multi-Use Trail Bridges



## Hwy 252 Corridor

### No Change

#### Expressways

- 4-Lane Expressway
- 6-Lane Expressway
- 4-Lane Low Speed Arterial
- 6-Lane Low Speed Arterial
- Limited Access Super 2 Expressway

#### Freeways

- 4-Lane Low Speed Freeway
- 4-Lane Freeway Including Bus Shoulders
- 6-Lane Freeway Including Bus Shoulders
- 6-Lane Freeway Including Managed Lanes

#### Reduce Hwy 252 Alternatives

- Local Collector Roadway with Transitway

## I-94 Corridor

### No Change

#### Lane Conversions

- Convert NB and/or SB lane to Managed Lane on I-94 from I-694 to 4th Street (with **or without** direct connect)

#### Lane Additions

- Build one additional lane from I-694 to Dowling Avenue in NB and/or SB direction

#### Lane Conversions + Lane Additions

- Build one additional lane from I-694 to Dowling Avenue in NB and/or SB direction as Managed Lane and convert one lane from Dowling Avenue to 4th Street in NB and/or SB direction to Managed Lane (with **or without** direct connect)

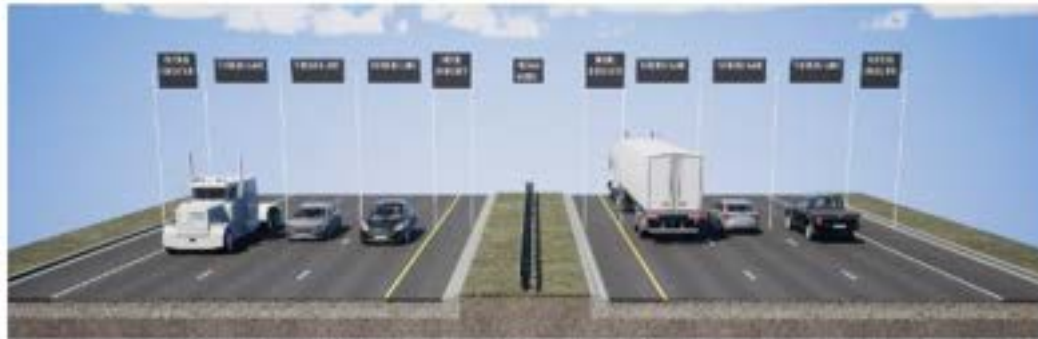
## Corridor-Wide

Transportation System Management and Operations (TSMO)



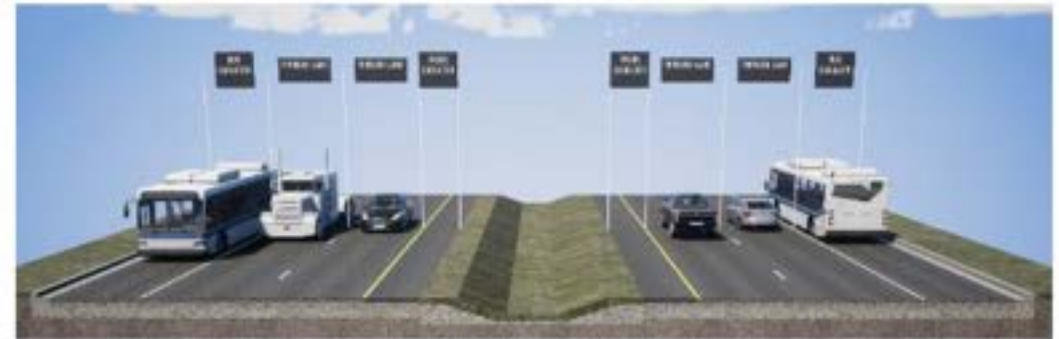
# Recommended Alternatives for DEIS Hwy 252 Corridor Alternatives

## Leave road as it is today



Continuing to study the existing road is a requirement of the EIS process

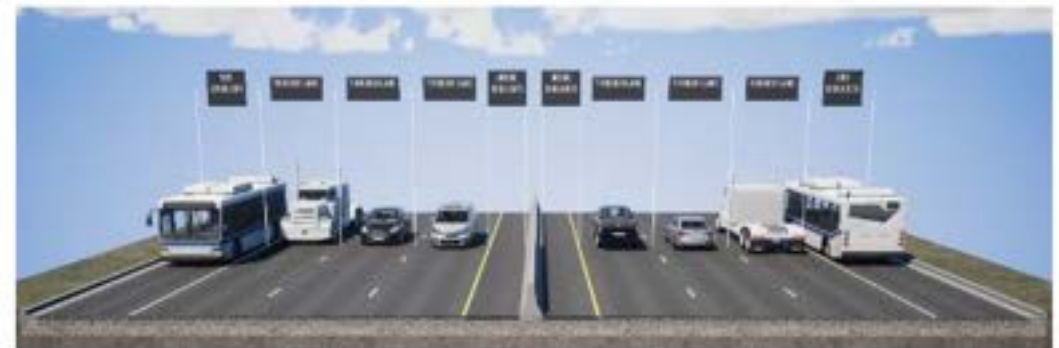
## 4-Lane freeway including bus shoulder



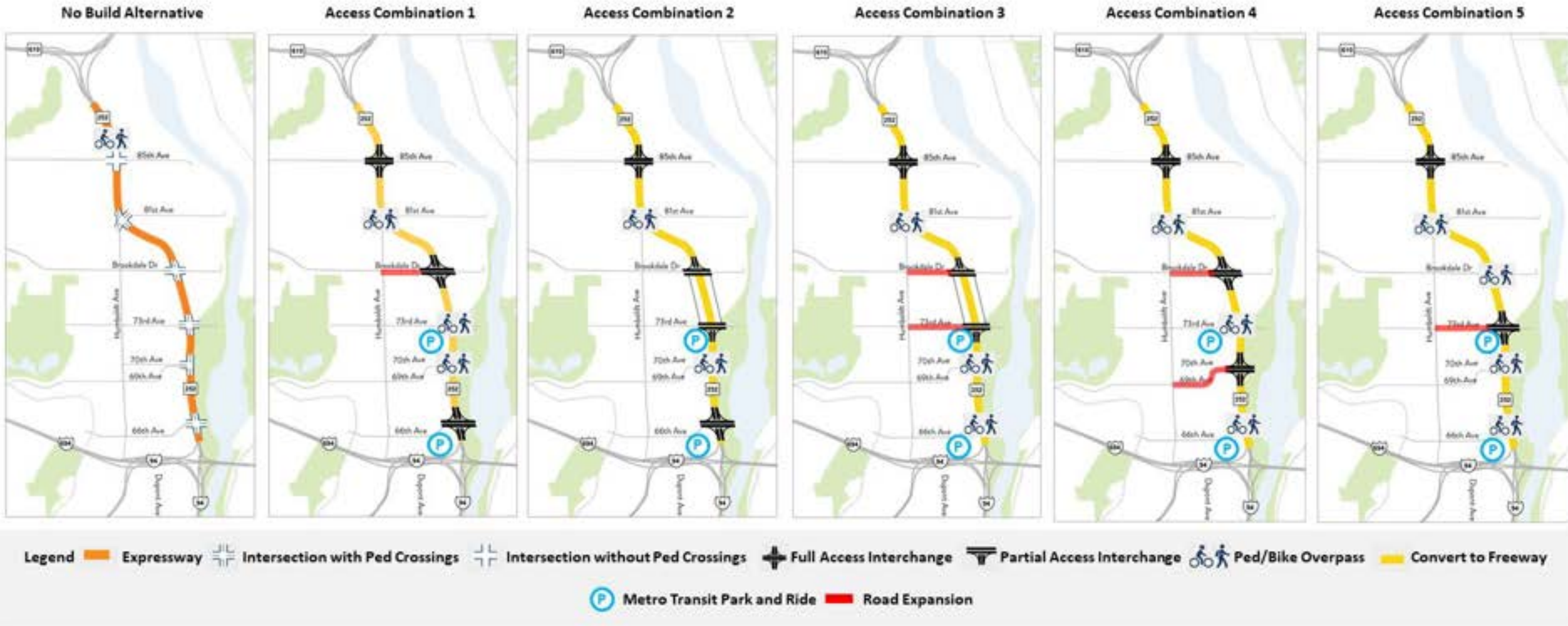
## 6-Lane freeway including managed lanes



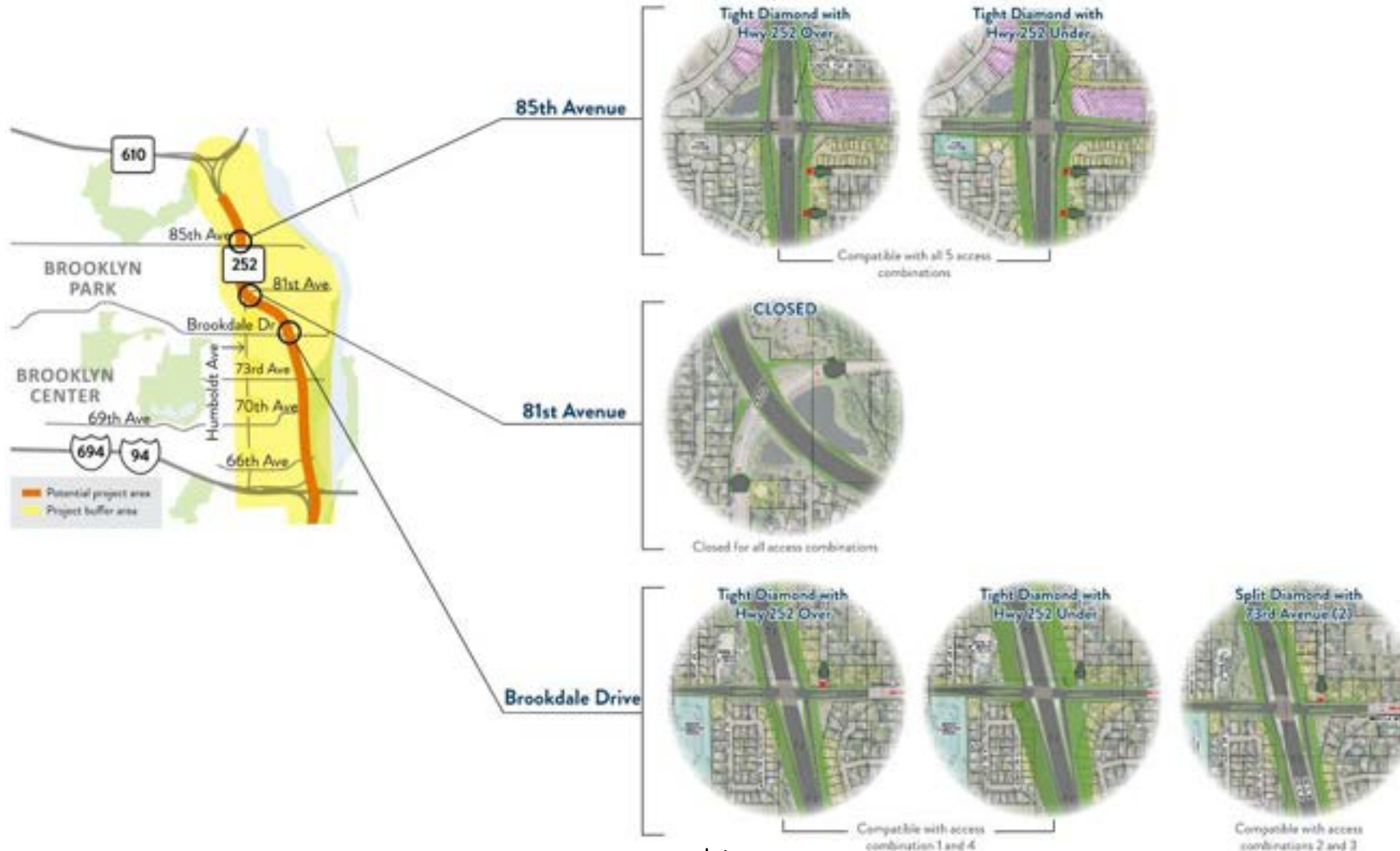
## 6-Lane freeway including bus shoulder



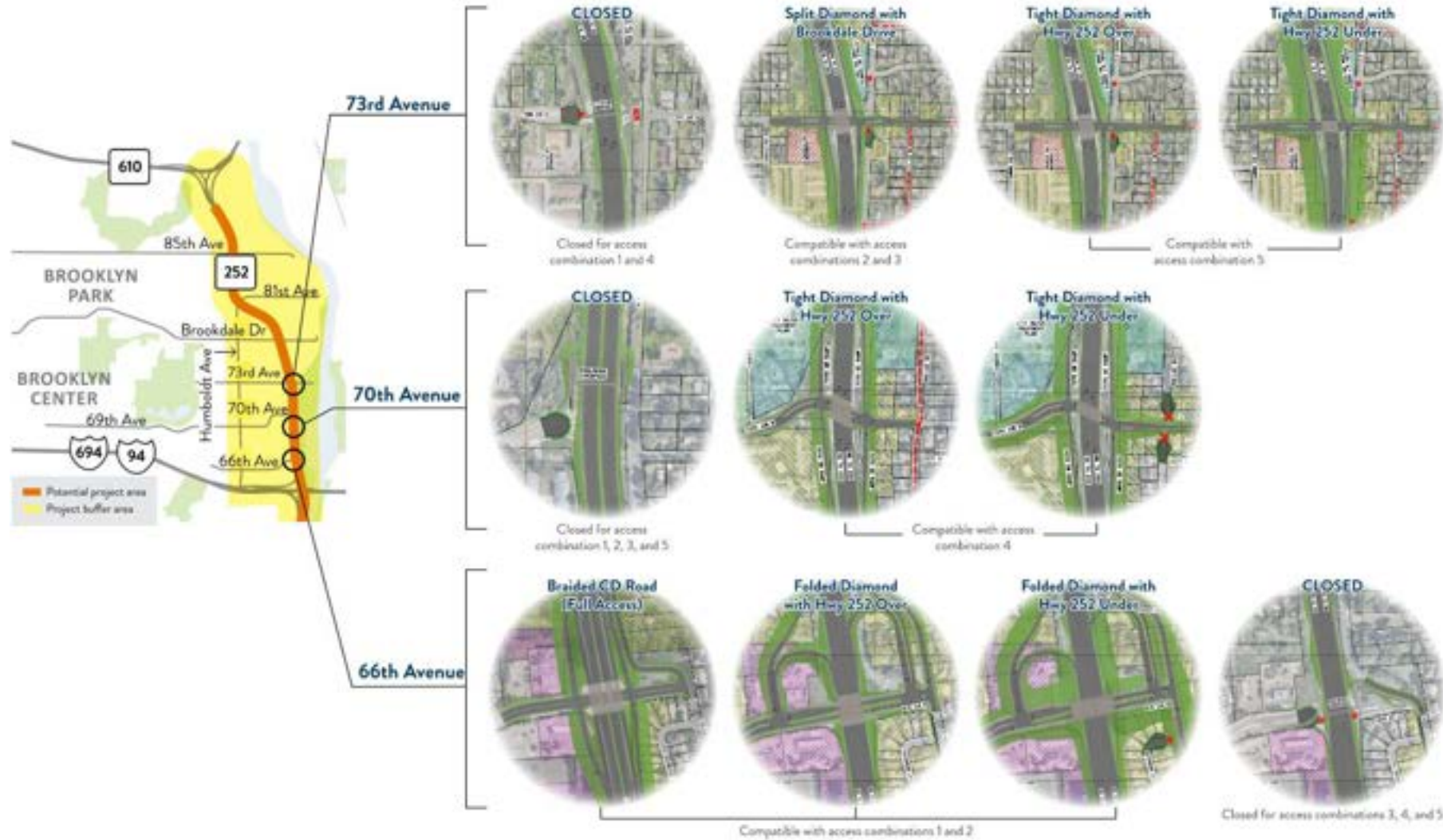
# Recommended Alternatives for DEIS Hwy 252 Freeway Access Locations



# Recommended Alternatives for DEIS Hwy 252 Freeway Access Types



# Recommended Alternatives for DEIS Hwy 252 Freeway Access Types



# Recommended Alternatives for DEIS Hwy 252/I-94 Transit Alternatives

## Transit Service Types:

Transit Mode	Change Riders from Vehicles to Transit & New Riders	Capital & Operating Costs	Scoping Decision Document Recommendation	Justification
 <p>Improved Local and Express Bus Service</p>	<p>Poor</p> <hr/> <p>1,500</p>	<p>\$0 - minimal</p> <hr/> <p>~\$3.2M annually</p>	<p>Advance for further study in Hwy 252/I-94 EIS</p>	<p>Best value for transit benefit and costs. Opportunity to refine service priorities, passenger facilities and bus access improvements in the Hwy 252/I-94 EIS process.</p>

*Note: 2040 Ridership projections using 2019 travel patterns*

## Transit Advantages:

- Bus only shoulders
- Managed lanes

## 4. Staying Involved

# Engagement During Public Comment Period

## Subject to Change

Where	When
<b>Pop-Up Events</b>	
Brooklyn Park Library	Weeks of April 3, April 10
New Connect	March 21
Brooklyn Center Community Center, Library, Heritage Center	Weeks of April 3, April 10
Post-church tabling at Iglesia de Nazereno	April 16
Spring community events at parks	April 4
Hmong Community Alliance Church, Grace Baptist, other congregation locations; Library at Webber Park; Capri Theatre	April 5
<b>Open House</b>	
Discover Church 1400 81st Ave N, Brooklyn Park, MN 55444	Tuesday, April 18 from 4:30 to 7:30 p.m.
Virtual presentation with Q&A	Thursday, April 27 from 6:00 to 7:30 p.m.
<b>Door Knocking</b>	
Potentially impacted parcels	Weeks of March 27 and April 3

# How to Provide Comments During Public Comment Period



## Court Reporter

A court reporter will be on-site at the public open house to log verbal comments.



## Comment Card

Written comments can be provided via comments cards at the public open house.



## Web Portal

Written comments can also be provided via the project website, or spoken via project voicemail.

<http://tiny.cc/252Comment>



# Important Dates

- Public Comment Period on Scoping Documents – March 21 through May 19, 2023
- City Council Meetings
  - Brooklyn Park – Monday, March 27, 2023 at 6 p.m.
  - Brooklyn Center – Monday, April 10, 2023 at 6 p.m.
- Open House
  - In-Person – Tuesday, April 18, 2023 from 4:30 to 7:30 p.m.
  - Virtual – Thursday, April 27, 2023 from 6:00 to 7:30 p.m.
- Next PAC Meeting – Early Summer 2023
- Final Scoping Decision Document Issued – August 2023
- Notice of Intent – Fall 2023

# How the Community can Stay Involved

## Project Website

- » Visit the project website to review background information and find out what's happening next

[tiny.cc/252Project](https://tiny.cc/252Project)



## Share Comments

- » Submit comments by visiting the project website contacts tab



## Stay Connected

- » Sign-up for project updates on the project website



# 5. Questions?

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# Highway 252 / I-94 Project Update Brooklyn Park City Council Meeting

March 27, 2023

Highway 252/I-94  
Environmental Impact Statement (EIS)

# **Brooklyn Park City Council Update – Supplemental Information**

# Previously Shared Information at the Council Meeting

# Interim Safety Improvement Summary

## Coming Late Summer 2023

Install new pedestrian crosswalk pavement markings at 66th, 70th, 73rd and 81st Avenues, and Brookdale Drive

Deploy speed feedback trailers

Upgrade "One Way" signing

Implement Toward Zero Deaths (TZD) strategies

Provide more signal time for pedestrians to cross roadway



Install advance warning flashers on southbound Hwy 252 for the signal at 85th Avenue

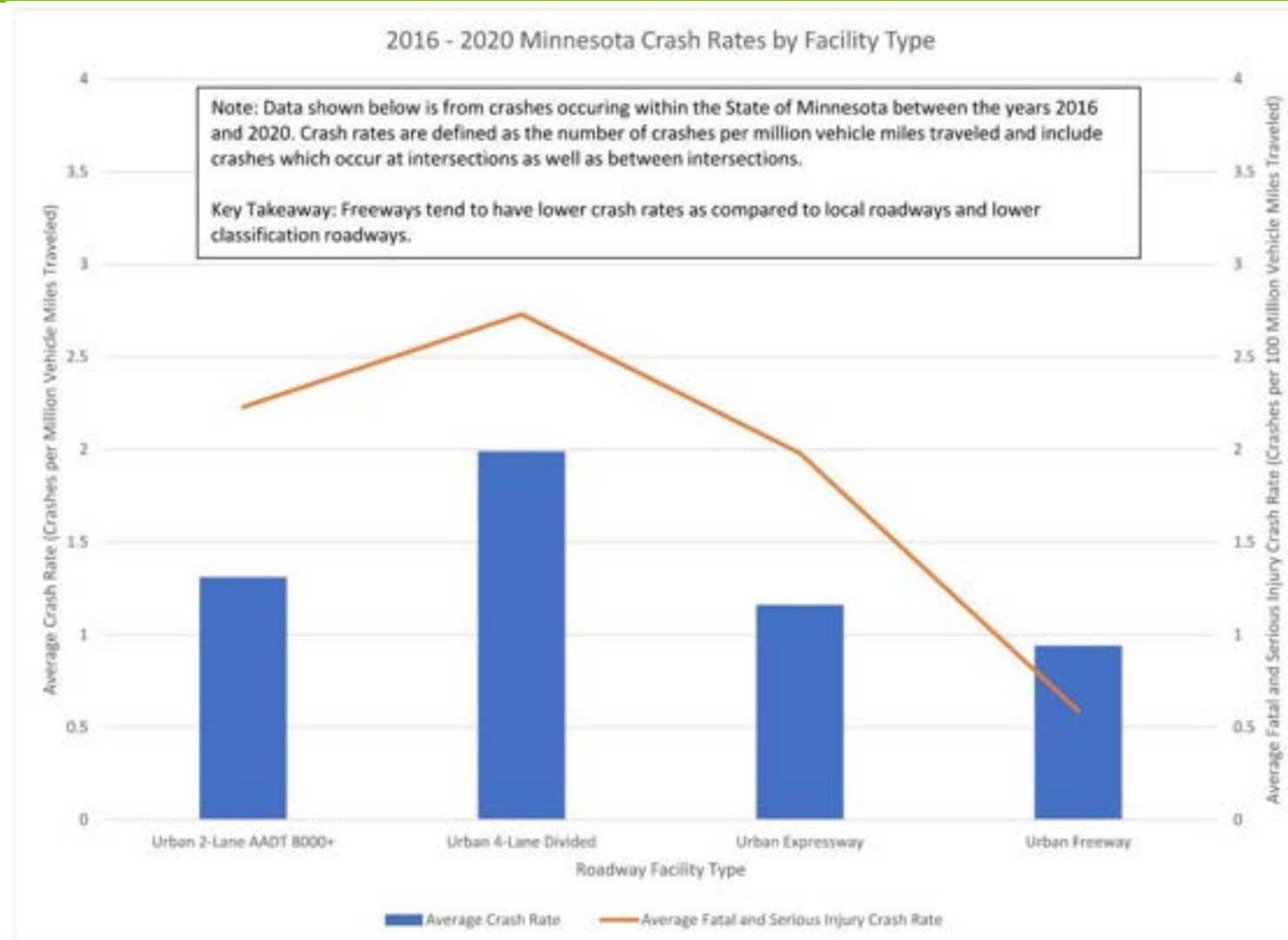
Add more signal heads on Hwy 252 at Humboldt Avenue/81st Avenue. Improve westbound to southbound turn movement.

Remove free right turn in the southwest corner of Hwy 252 and 66th Avenue

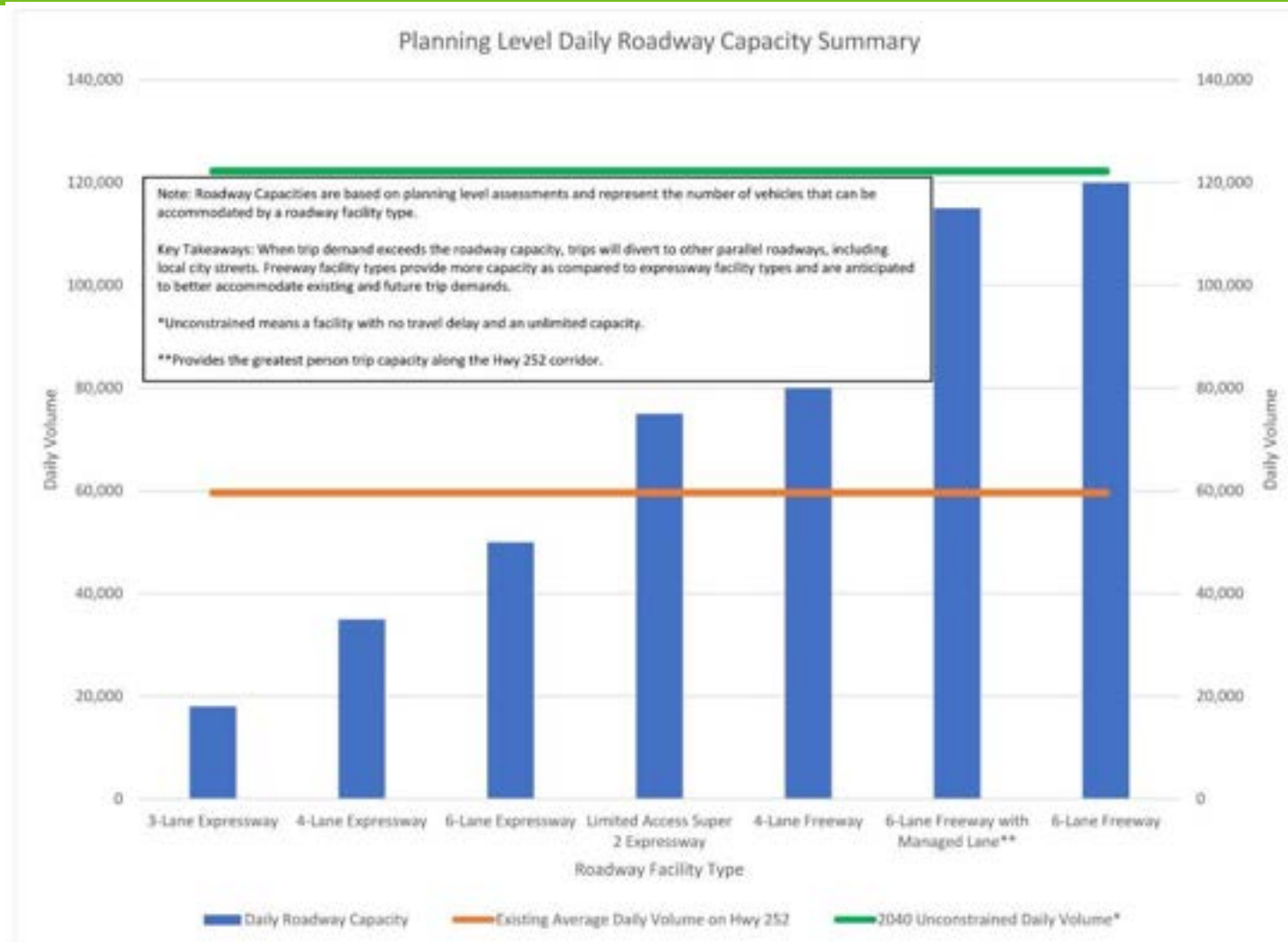
Install "Signal Ahead" pavement markings on northbound Hwy 252 for the 66th Avenue Signal



# Minnesota Crash Rates by Facility Type



# Planning Level Daily Roadway Capacity Summary



# **Recommended Alternatives for DEIS – I-94 Corridor Alternatives**

# Recommended Alternatives for DEIS I-94 Corridor Alternatives



Existing



Option 1

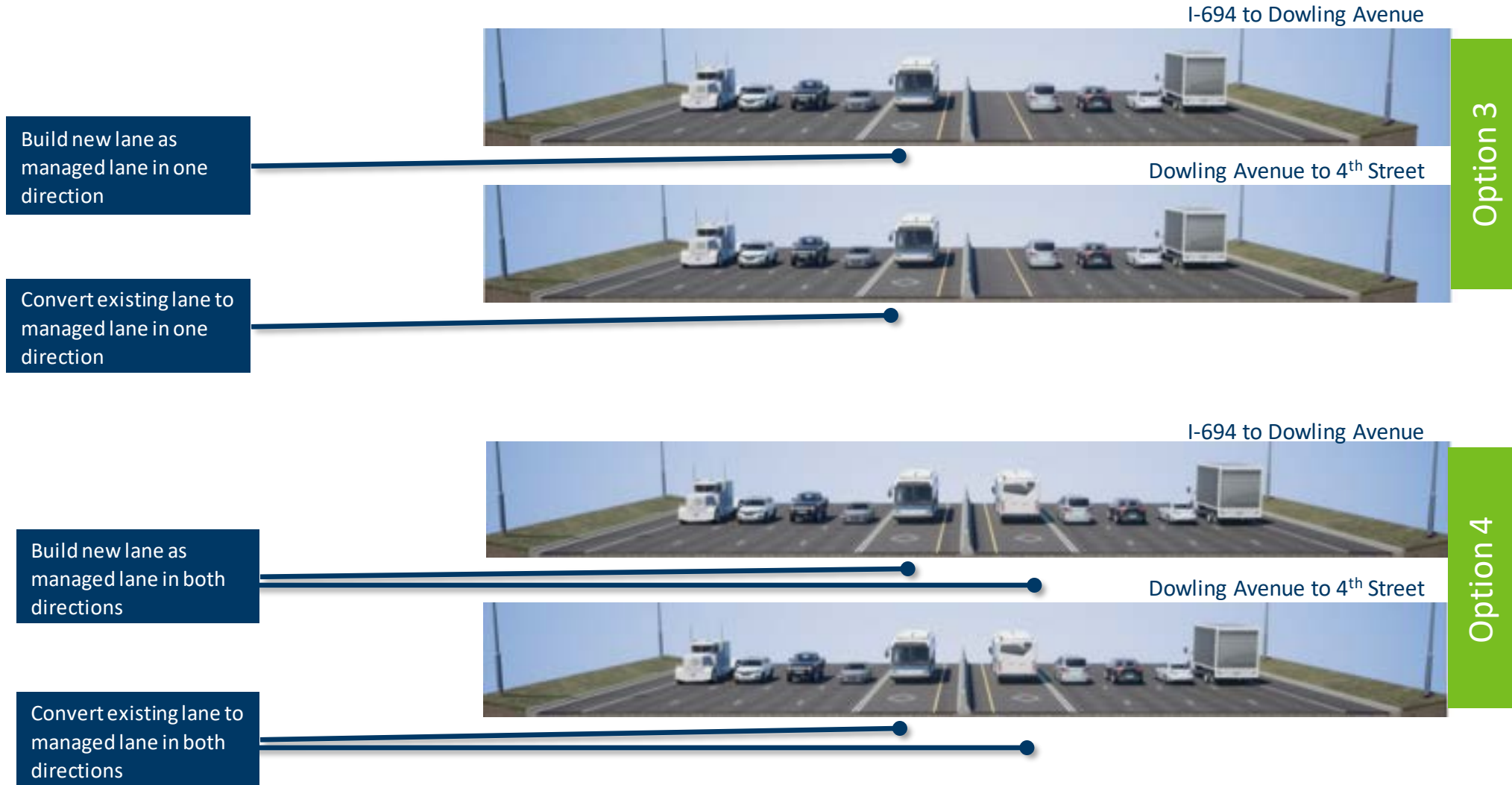
Convert existing lane to managed lane in one direction



Option 2

Convert existing lane to managed lane in both directions

# Recommended Alternatives for DEIS I-94 Corridor Alternatives



# **Scoping Decision - Alternatives Removed from Further Consideration**

# Alternatives Eliminated from Further Consideration – Step 1

- Transportation System Management and Operations (TSMO) Alternative
  - Vehicle safety and mobility gains with additional TSMO strategies such as Dynamic Messaging Signs (DMS) and transit signal priority are projected to be limited.
- Transit-Only Alternative
  - Projected to only decrease daily volumes on Hwy 252 by around 900 vehicles per day due a shift to transit and would not address the pedestrian and bicycle safety and mobility needs.
- Four-Lane Expressway Element
  - Does not address the vehicle safety need for the project.
- Roundabout Element
  - Does not address the vehicle mobility need for the project.

# Alternatives Eliminated from Further Consideration – Step 1

- Median U-Turn Element
  - Does not meet the vehicle mobility need for the project.
- Continuous Green T Element
  - Does not meet the vehicle safety, vehicle mobility, and walkability/bikeability needs for the project.
- Add Transit Stations along I-94 and Maintain Existing Service Elements
  - Does not address the vehicle mobility and transit demand needs for the project.



# Alternatives Eliminated from Further Consideration – Step 2

- Hwy 252 Four-Lane Low Speed Arterial Roadway
  - Eliminated because of vehicle safety and diversion of traffic to local streets; lower pedestrian and bicycle safety and mobility performance compared to Hwy 252 freeway elements; and poor vehicle mobility performance as measured by intersection operations, corridor travel times, and person throughput.
- Hwy 252 Six-Lane Low Speed Arterial Roadway
  - Eliminated because of vehicle safety and diversion of traffic to local streets; lower pedestrian and bicycle safety and mobility performance compared to Hwy 252 freeway elements; and poor vehicle mobility performance as measured by intersection operations, corridor travel times, and person throughput.
- Hwy 252 Four-Lane Low Speed Freeway
  - Eliminated because it eliminates transit advantages from the Hwy 252 corridor and does not provide additional vehicle safety and mobility benefits compared to other Hwy 252 freeway elements.

# Alternatives Eliminated from Further Consideration – Step 2

- Hwy 252 Limited Access Super Two Expressway
  - Eliminated because of lower vehicle safety performance compared to other elements; lower pedestrian and bicycle safety performance compared to Hwy 252 freeway elements; lower vehicle mobility performance as measured by intersection operations; and other operational considerations identified by MnDOT.
- Hwy 252 Local Collector Roadway with Transitway
  - Eliminated because of vehicle safety and diversion of traffic to local streets; lower pedestrian and bicycle safety performance compared to Hwy 252 freeway elements; and poor vehicle mobility performance as measured by intersection operations.
- I-94 Convert One Southbound Lane to Managed Lane from I-694 to North 4th Street, Without Direct Connection
  - This element does not include a direct connection to downtown Minneapolis at 4th Street which shows managed lane users will need to weave across traffic lanes to enter downtown Minneapolis at North 4th Street. This minimizes the effectiveness of the managed lane.

# Alternatives Eliminated from Further Consideration – Step 2

- I-94 Convert One Northbound Lane and One Southbound Lane to Managed Lanes from I-694 to North 4th Street, Without Direct Connection
  - This element does not include a direct connection to downtown Minneapolis at 4th Street which shows managed lane users will need to weave across traffic lanes to enter downtown Minneapolis at North 4th Street. This minimizes the effectiveness of the managed lane.
- I-94 Southbound Lane Addition from I-694 to Dowling Avenue
  - This element maintains existing bus-only shoulders and does not include managed lanes on I-94. Bus-only shoulders provide a lower level of transit advantage compared to managed lanes. This element is also less consistent with the Metropolitan Council's *2040 Transportation Policy Plan*.
- I-94 Southbound Lane Addition from I-694 to Dowling Avenue as Managed Lane, Convert One Southbound Lane to Managed Lane from Dowling Avenue to North 4th Street, Without Direct Connection
  - This element does not include a direct connection to downtown Minneapolis at 4th Street which shows managed lane users will need to weave across traffic lanes to enter downtown Minneapolis at North 4th Street. This minimizes the effectiveness of the managed lane.

# Alternatives Eliminated from Further Consideration – Step 2

- I-94 Northbound and Southbound Lane Addition from I-694 to Dowling Avenue
  - This element maintains existing bus-only shoulders and does not include managed lanes on I-94. Bus-only shoulders provide a lower level of transit advantage compared to managed lanes. This element is also less consistent with the Metropolitan Council's *2040 Transportation Policy Plan*.
- I-94 Northbound and Southbound Lane Addition from I-694 to Dowling Avenue as Managed Lanes, Convert One Northbound and Southbound Lane to Managed Lane from Dowling Avenue to North 4th Street, Without Direct Connection
  - This element does not include a direct connection to downtown Minneapolis at 4th Street which shows managed lane users will need to weave across traffic lanes to enter downtown Minneapolis at North 4th Street. This minimizes the effectiveness of the managed lane.

# Alternatives Eliminated from Further Consideration – Step 3

- Hwy 252 Six-Lane Expressway and At-Grade Intersection Concepts
  - At-Grade intersection do not improve safety, mobility, and walkability/bikeability. Innovative at-grade intersection provide marginal improvements compared to No Build and do not provide property impact benefits when compared to grade separated interchanges.
- Hwy 252 and 85th Avenue Interchange Concepts
  - Standard Diamond, Folded Diamond to the North, Folded Diamond to the South, Single Point Urban Interchange, and Diverging Diamond Interchange eliminated due to property impacts and potential residential and commercial relocations.
- Hwy 252 and Brookdale Drive Interchange Concepts
  - Standard Diamond, Partial Cloverleaf, Single Point Urban Interchange, and Diverging Diamond Interchange eliminated due to property impacts and potential residential and commercial relocations.

# Alternatives Eliminated from Further Consideration – Step 3

- Hwy 252 and 73rd Avenue Interchange Concepts
  - Standard Diamond, Folded Diamond, and Single Point Urban Interchange eliminated due to property impacts and potential residential relocations.
- Hwy 252 and 70th Avenue Interchange Concepts
  - Standard Diamond, Folded Diamond to the North, and Single Point Urban Interchange eliminated due to property impacts, potential residential relocations, and impacts to the City of Brooklyn Center wastewater treatment plant and Riverdale Park.
- Hwy 252 and 66th Avenue Interchange Concepts
  - Right-On/Right-Off, Double Bridge, Northbound Flyover, Buttonhook Interchange, Tight Diamond, and Offset to the West eliminated as they provide no additional benefit in terms of vehicle mobility performance and property impacts.

# Alternatives Eliminated from Further Consideration – Step 3

- I-94 Pedestrian and Bicycle Overpasses
  - 59th Avenue, 51st Avenue, 40th Avenue, 39th Avenue, 28th Avenue, and 23rd Avenue eliminated because they do not include a significant number of residential uses that would benefit from a new crossing as compared to those that are recommended to move forward.
- Transit Service Elements
  - Bus Rapid Transit, Bus Stations Along I-94 & Improved Express Bus Service eliminated due a limited benefit/cost associated with the elements.

# Scoping Decision - Update on Public Engagement



# PAC Toolkit for the Public Comment Period

- ✓ Cover page
- ✓ Social ad links
- ✓ Website event links
- ✓ Video links
- ✓ Draft emails
- ✓ Handouts
- ✓ Summary of key project topics



# Community Organization Outreach

- Partnering with Stairstep Foundation and Leadership Council of affiliated church leaders
- Additional outreach through project team partners – ACER and NEOO partners
- Engagement Committee - Coordinated with Brooklyn Park, Brooklyn Center, Minneapolis community outreach staff
- Promotional materials sent to more than 30 community and neighborhood groups along corridor

# Scoping Decision - Update on Equity and Health Assessment

# Hwy 252/I-94 Equity and Health Assessment (EHA)

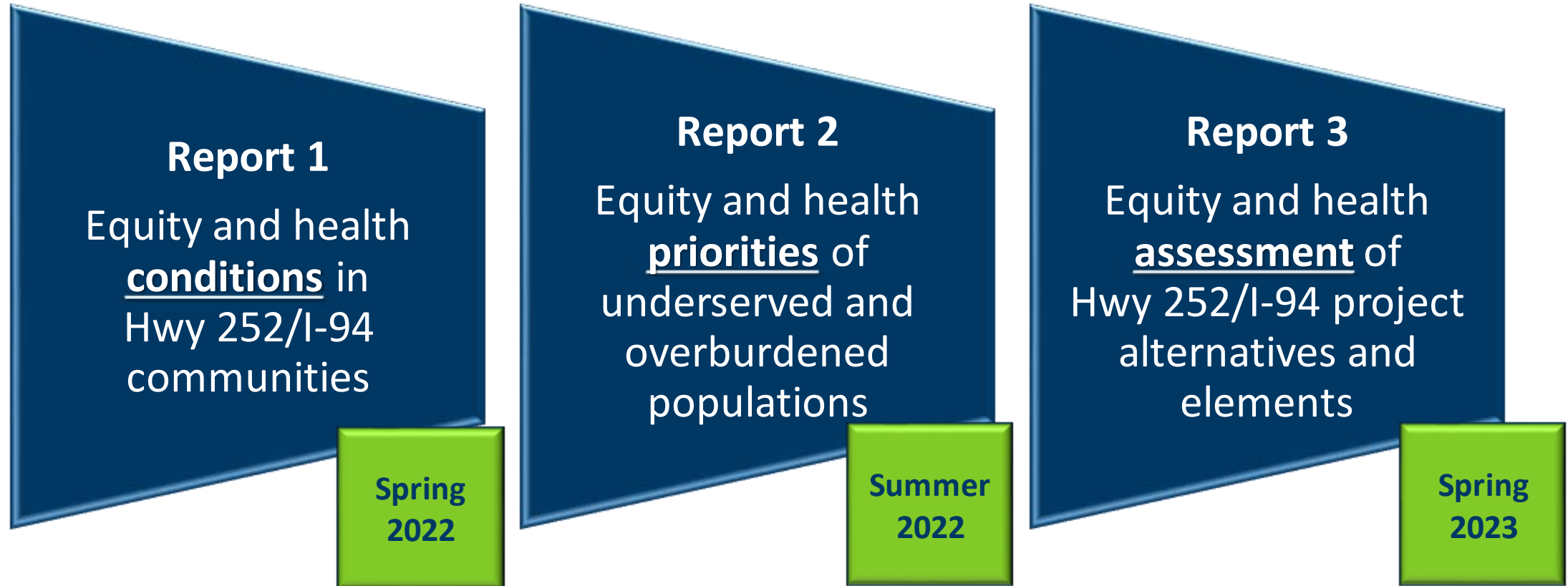
## WHY?

The Hwy 252/I-94 EHA seeks to enhance MnDOT's understanding of equity and health along the corridor and elevate the role of equity and health considerations in Hwy 252/I-94 decisions.

## HOW?

The EHA consists of equity and health analysis guided by targeted, intentional engagement of historically underserved and overburdened communities.

# The EHA during the project Scoping Decision Document phase



[www.dot.state.mn.us/metro/projects/hwy252study/eha.html](http://www.dot.state.mn.us/metro/projects/hwy252study/eha.html)

# What's Next with the EHA – EHA Report 3

## What is it?

EHA Report 3 is a community-driven health and equity review of the Hwy 252/I-94 SDD project alternatives and elements. The review will be grounded in findings from EHA Report 1 and 2. EHA Report 3 will be available near the middle of the SDD public comment period.

## How does it fit into the project process?

It will provide recommendations to MnDOT for what, if any, changes to the SDD should be considered. Recommendations could also identify opportunities outside of the project for consideration by MnDOT and/or other agencies.

## What is the PAC's role?

MnDOT will post EHA Report 3 to the EHA webpage when it's available and share via e-mail to allow for review during the public comment period. PAC members can share with community members and consider the content when participating in the public comment period.

Stay informed: [www.dot.state.mn.us/metro/projects/hwy252study/eha.html](http://www.dot.state.mn.us/metro/projects/hwy252study/eha.html)

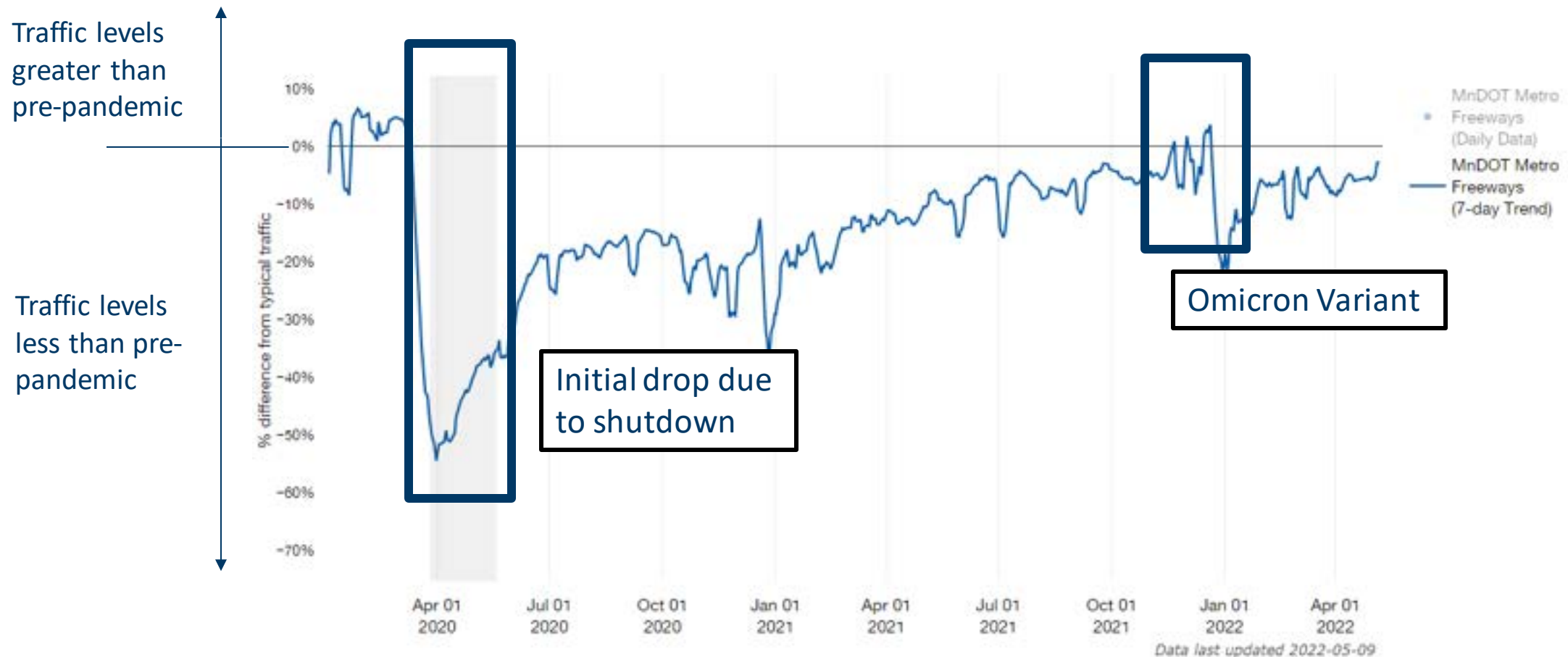
# Scoping Decision – Travel Patterns and Roadway Classification

# Travel Patterns and Roadway Classification

- Common themes heard throughout the project
  - Impacts of COVID-19 on traffic levels
  - Why Hwy 252? (i.e., Hwy 252's role within the roadway classification system)
  - Impacts to local roadways with changes on Hwy 252



# Pandemic Traffic Impacts – Before & After Daily Traffic Levels



**Traffic levels on freeways in the Twin Cities are nearing pre-pandemic levels**

# Pandemic Traffic Impacts – Before & After Peak Hour Traffic Levels



**Traffic levels on freeways in the Twin Cities are nearing pre-pandemic levels**

# Pandemic Traffic Impacts – Takeaways

## What Happened?

1. Twin Cities traffic levels sharply declined in March 2020 due to COVID-19 shutdowns
2. Traffic levels came back quickly compared to pandemic lows, but plateaued in late 2020 due to a spike in cases in the winter
3. Traffic levels then came back slowly compared to pre-pandemic levels through the end of 2021, but again, fell sharply due to the Omicron variant
4. Traffic levels again came back quickly after Omicron in early 2022 and have since plateaued through May 2022

## Where are We Now?

- In general, mid-day and p.m. peaks are back to pre-COVID traffic levels
- Traffic levels have increased quicker on freeways with longer trip distances (I-694, I-35W, TH 169, etc.)
- Traffic level increases have lagged on freeways with shorter trip distances (I-94 (Minneapolis to St. Paul), I-394, TH 77, etc.)

# Roadway Classification & Access-Mobility Relationship

## What is Roadway Classification?

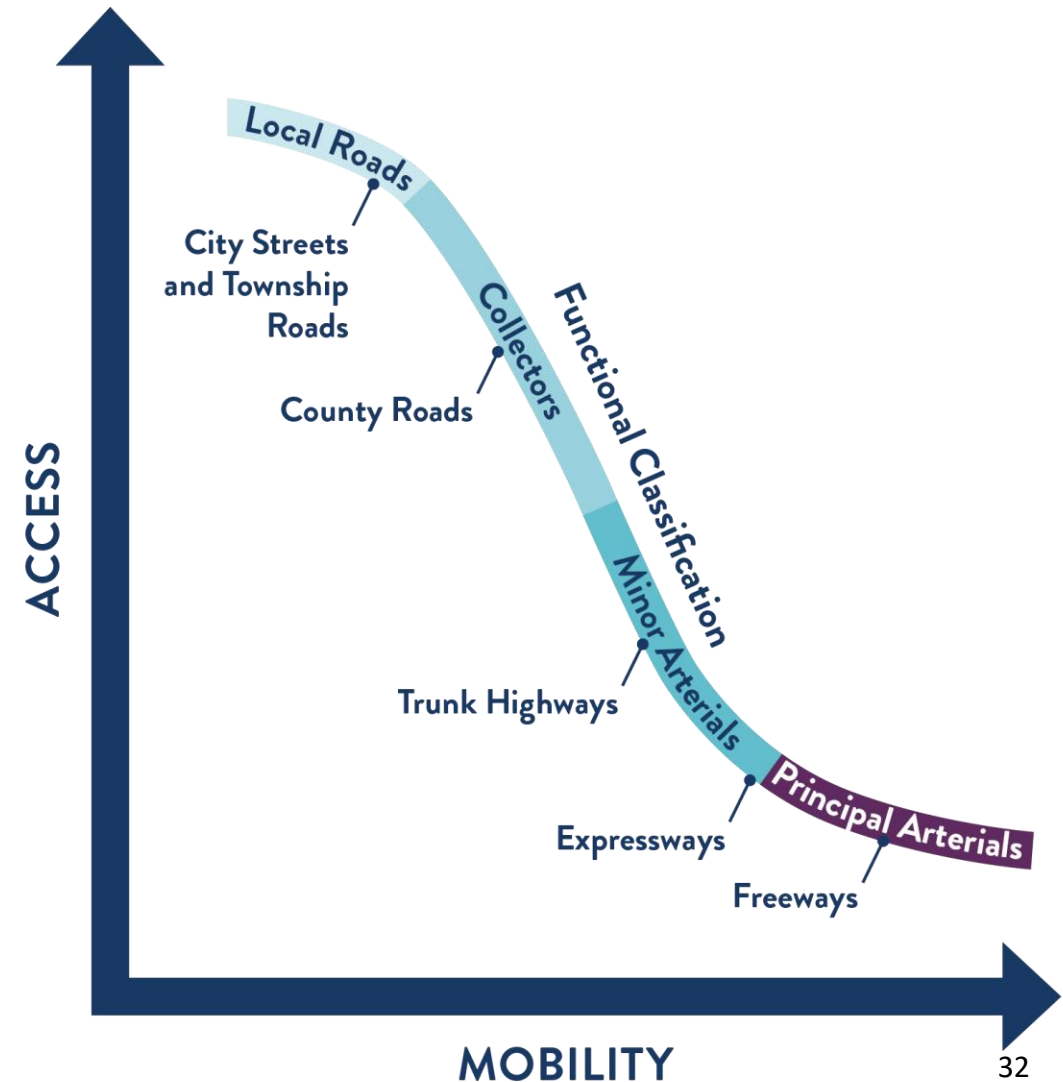
- Roadway classification (i.e., functional classification) is the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide.

## What does this mean?

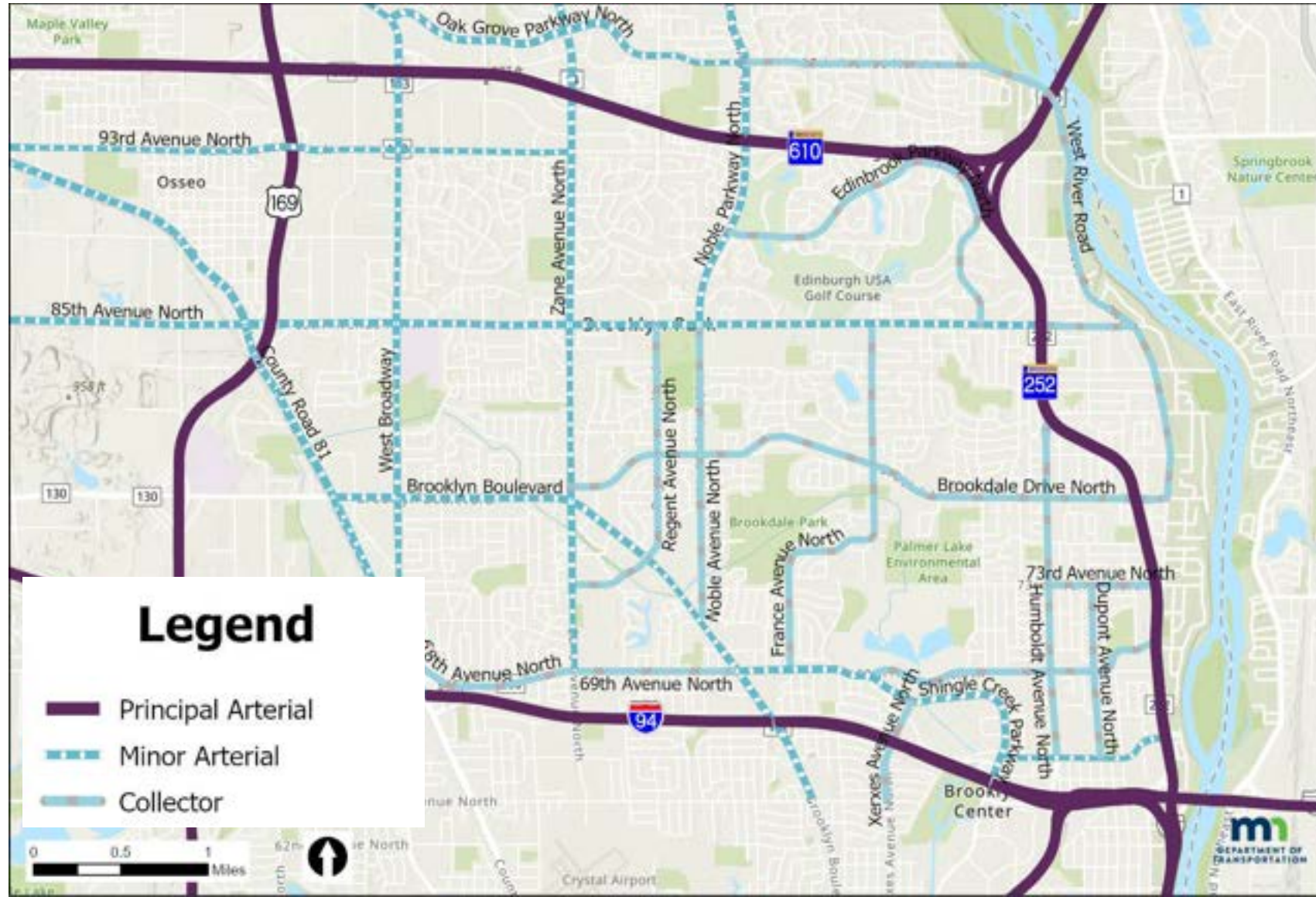
- Each street or highway has a purpose in moving people and freight around transportation system.

## How are they different?

- Some roadways emphasize providing easy access to homes, businesses, and shopping.
- Other roadways emphasize faster travel for people and freight with less opportunities to access these places.
- More access increases the opportunity for a crash with all the turning vehicles.

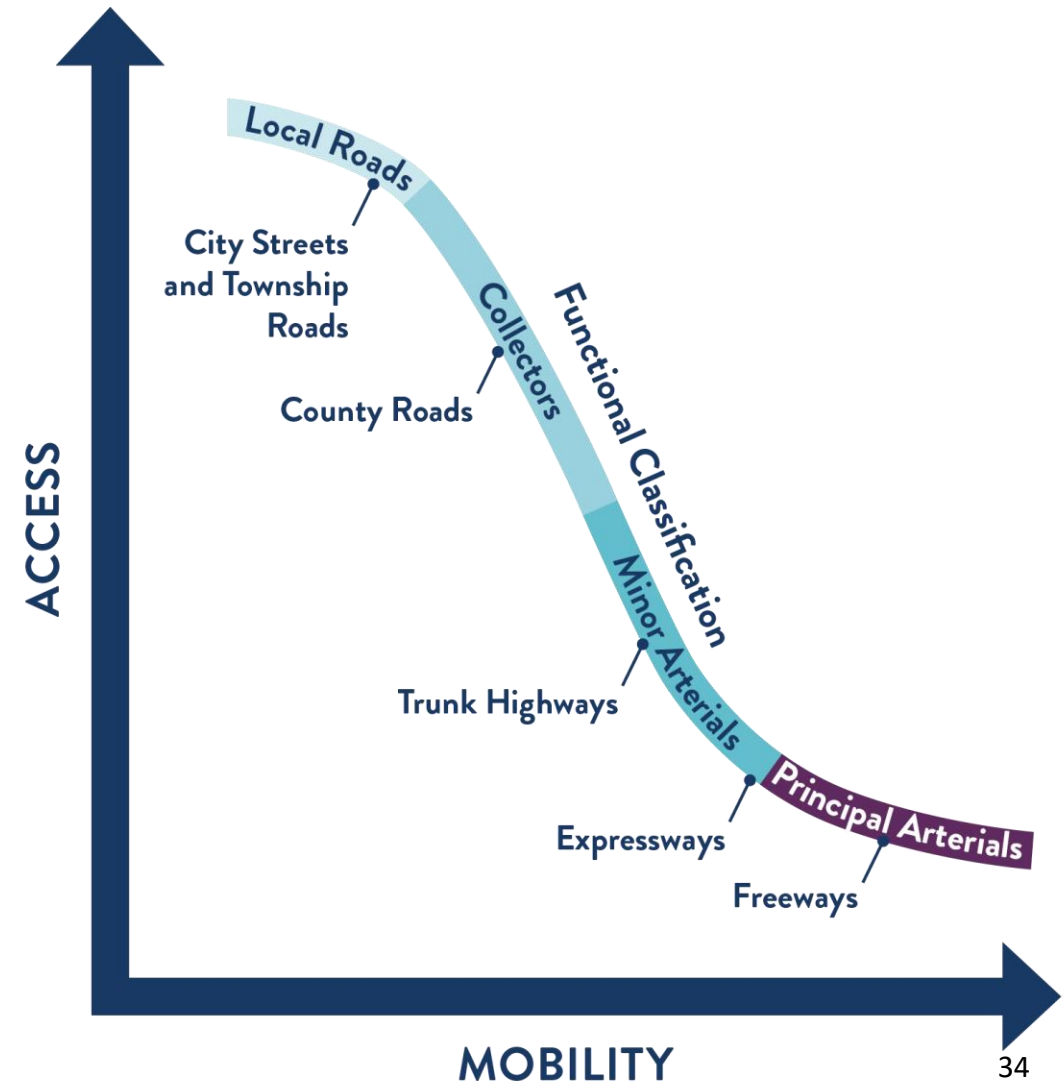


# Roadway Classification for Brooklyn Park & Brooklyn Center



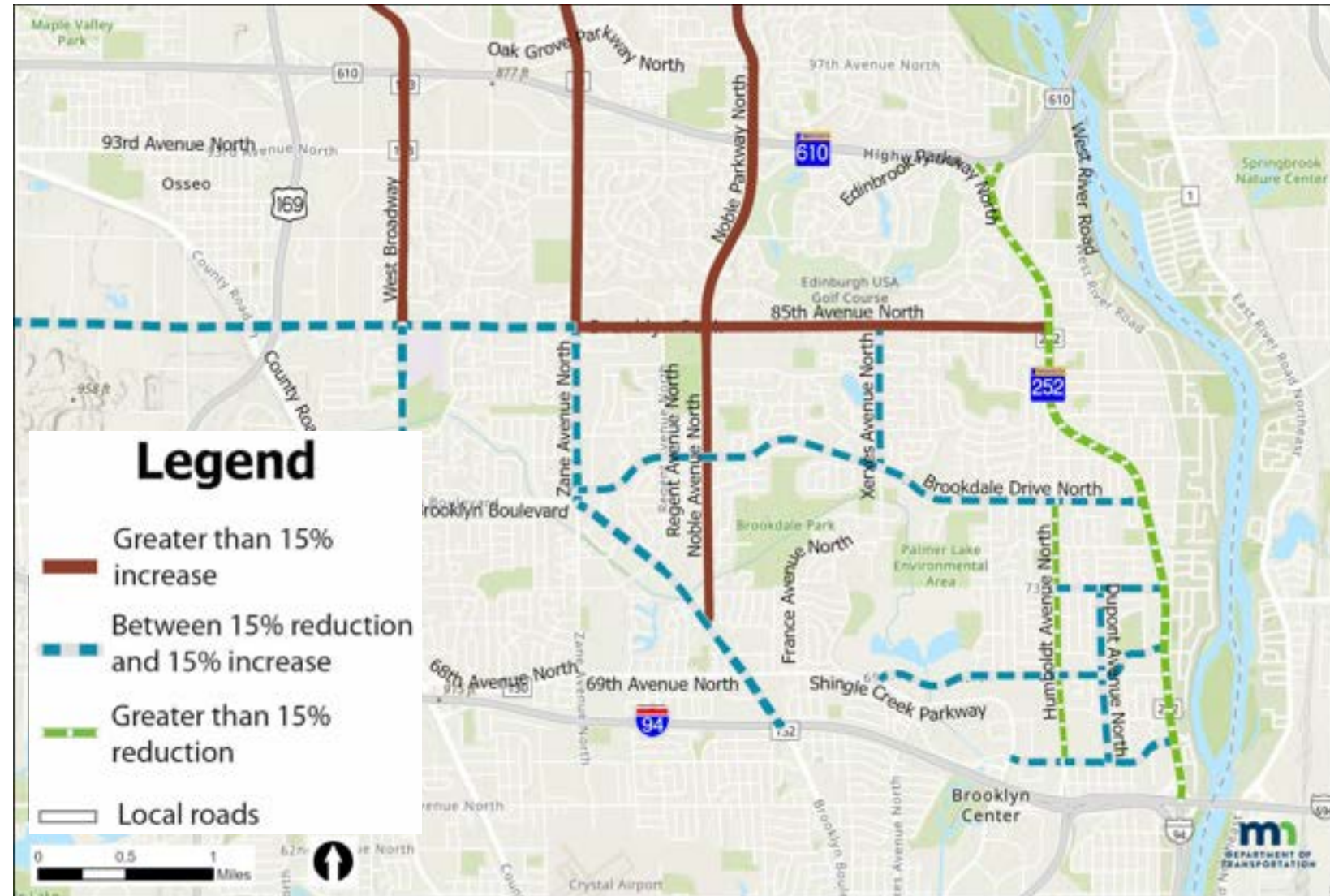
# Hwy 252 Scenarios

- The following scenarios were analyzed to understand the relationship between Hwy 252 and the local roadway system:
  1. Change the road to be a freeway, similar to Highway 100 in Brooklyn Center
  2. Change the road to operate as a local road, similar to East River Road in Fridley



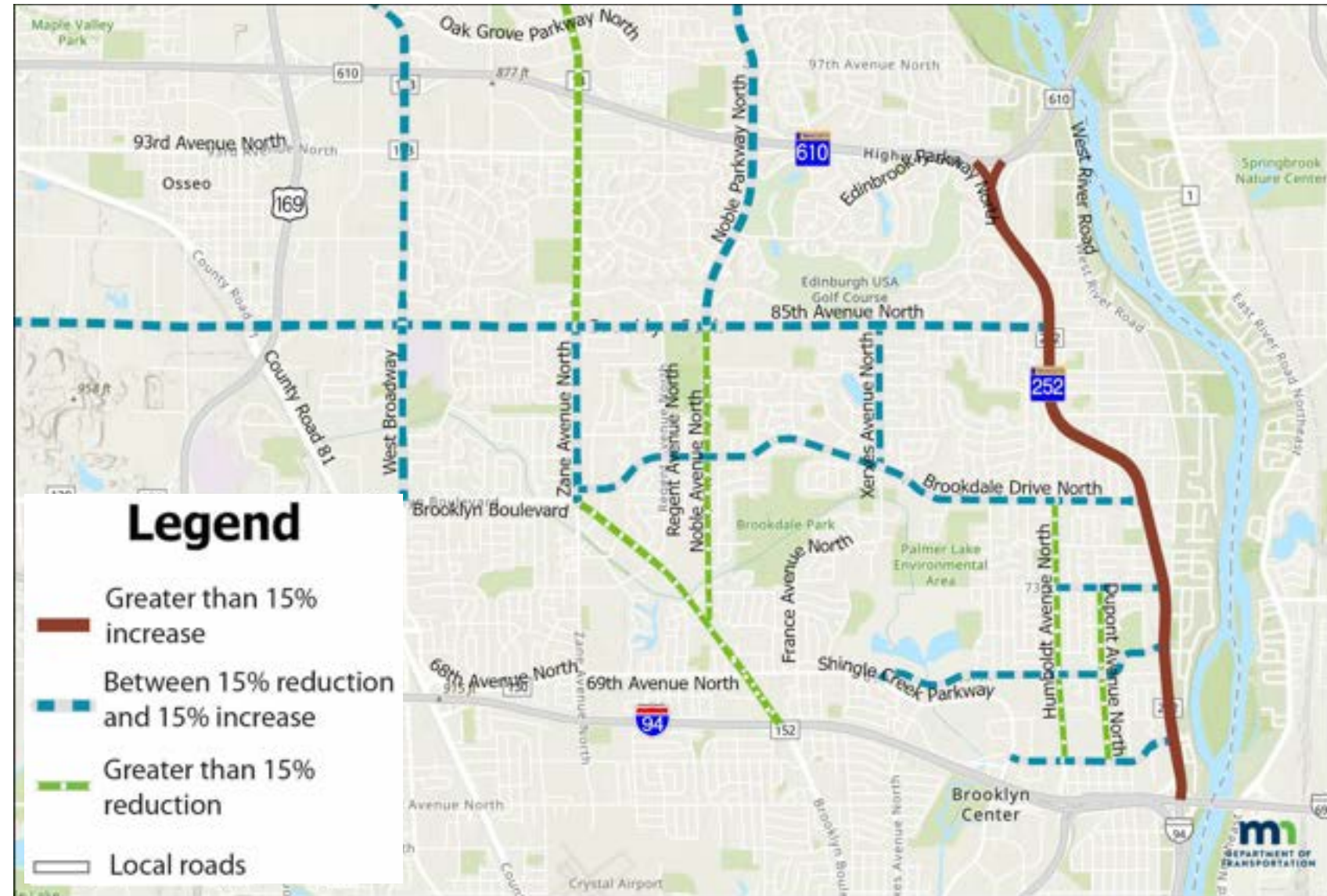
# Traffic Level Changes – Change Hwy 252 to a Local Road

- North/south parallel roadways within the study area are expected to have a 15% or greater increase in traffic levels
- Noble Avenue is anticipated to see the greatest percent increase in traffic levels at 50%
- Improvements (i.e., additional lanes) may be needed on roadways colored in red



# Traffic Level Changes – Change Hwy 252 to Freeway

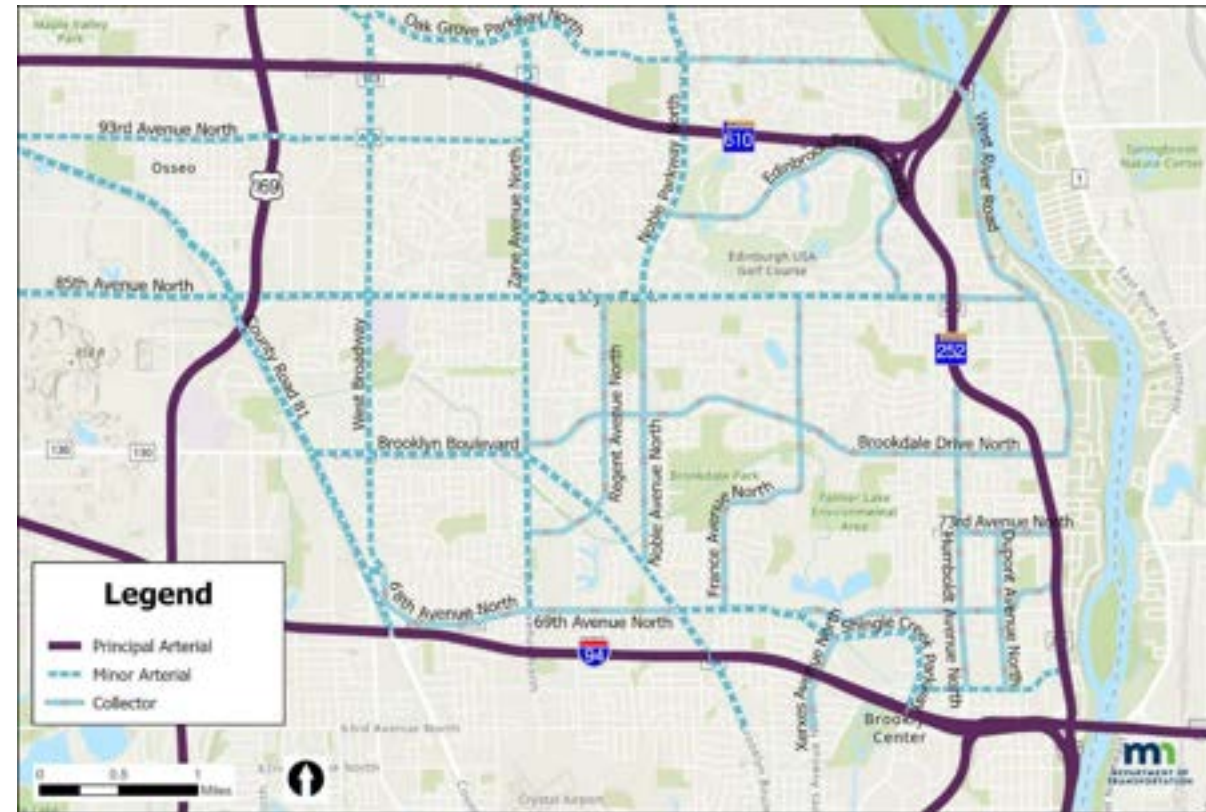
- In general north/south parallel roadways within the study area are expected to have a 15% decrease in traffic levels
- Humboldt Ave and Dupont Ave are anticipated so see the greatest decrease in traffic levels at about 35%
- No improvements (i.e., additional lanes) are expected to be needed on local roads





# Roadway Classification and Access-Mobility – Takeaways

- Hwy 252 is a primary roadway connecting the local system to Hwy 610 and I-94
- Principal Arterials play a key role in the transportation system and changes to this system have impacts to the overall travel patterns within a given area
- Changing Hwy 252 to a local roadway is anticipated to shift traffic to the local roads (minor arterials and collector roadways) within the area
  - This shift may require some local roads (minor arterials and collector roadways) to be expanded (i.e. Add lanes) within the area
- Changing Hwy 252 to a freeway is anticipated to pull traffic from local roads (minor arterials and collector roadways) within the area

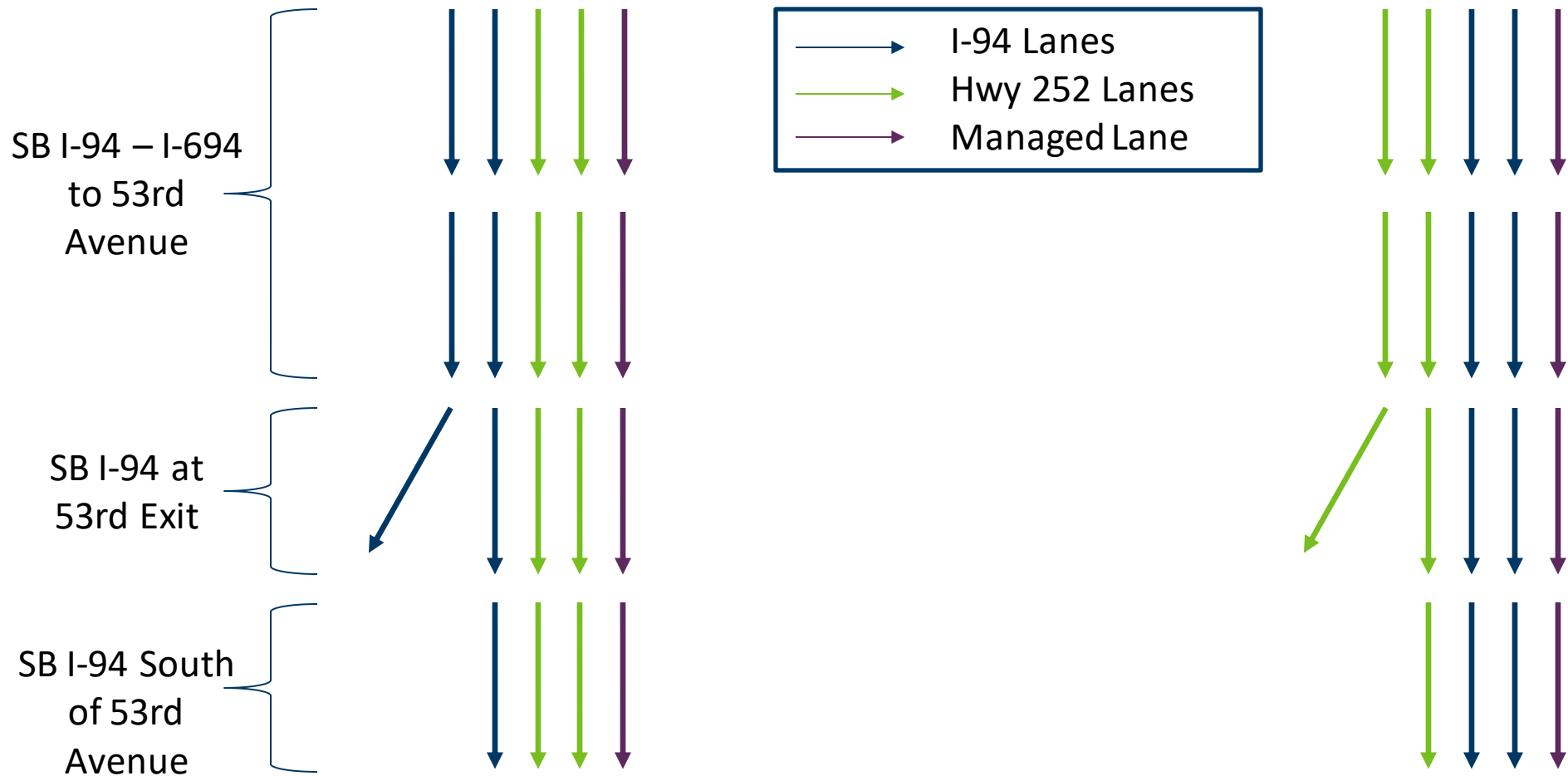


# Scoping Decision – I-94 “Flip” Design

# I-94/Hwy 252 “Flip” Design Considerations

## • Non-Flip Alternative

## • Flip Alternative



# I-94/Hwy 252 “Flip” Design Considerations

EA Preferred Alternative - \$29 Million\*



Flip Alternative - \$30 Million



## » Key Takeaways

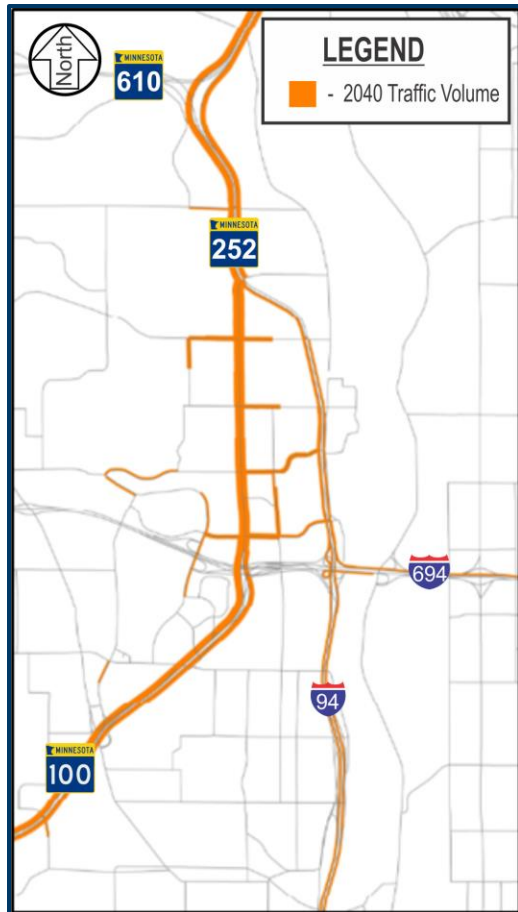
- The “Flip” alternative minimizes the amount of new pavement south of 53rd Avenue

### Notes

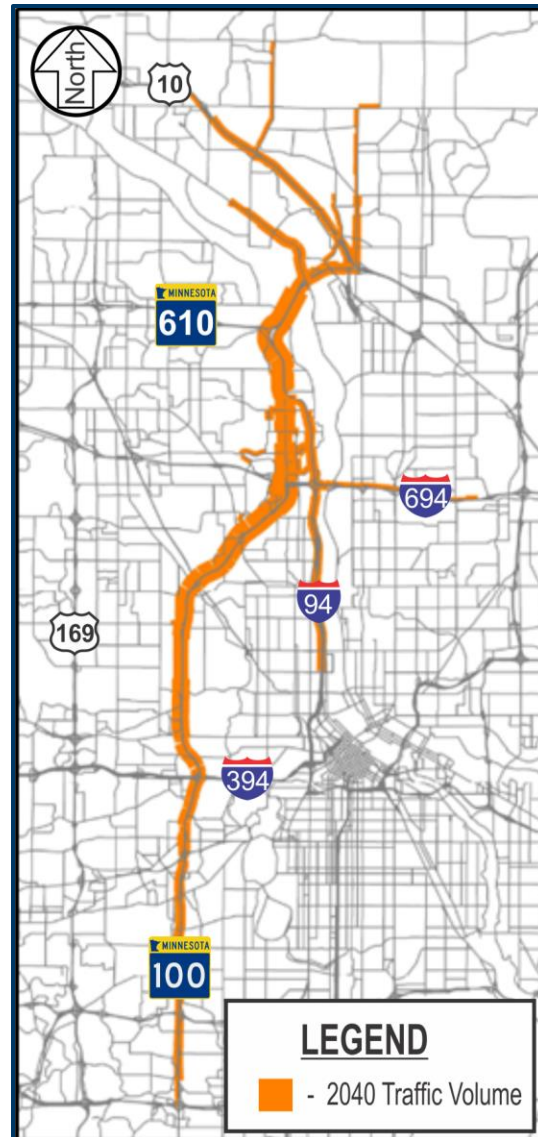
\*Cost includes the interchange, additional pavement from I-694 to Dowling Avenue, and additional drainage from I-694 to Dowling Avenue for the additional lane.

# Scoping Decision – Humboldt Avenue Roadway Analysis

# Local Roadway Analysis – Humboldt Avenue Roadway Users



3/22/2023



mndot.gov

- Approximately 30 percent of the traffic on Humboldt Avenue is regional traffic
- Converting Hwy 252 to a freeway is anticipated to decrease traffic on Humboldt Avenue by 20 to 30 percent depending on the access combination

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.3	<b>Meeting Date:</b>	March 27, 2023
<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>	Paul Mogush, Planning Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Syed Husain, Planning Commission Chair
<b>Item:</b>	Planning Commission 2022 Annual Report and 2023 Work Plan		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO ACCEPT THE PLANNING COMMISSION 2022 ANNUAL REPORT AND 2023 WORK PLAN.

## Overview:

Planning Commission Chair Syed Husain will present the 2022 Planning Commission Annual Report and 2023 Work Plan.

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

**Alternatives to consider:** N/A

## Attachments:

3B.3A 2022 PLANNING COMMISSION ANNUAL REPORT  
3B.3B 2023 PLANNING COMMISSION WORK PLAN



# Planning Commission Report

2022 Year-End  
Activity Summary

**Brooklyn Park** 

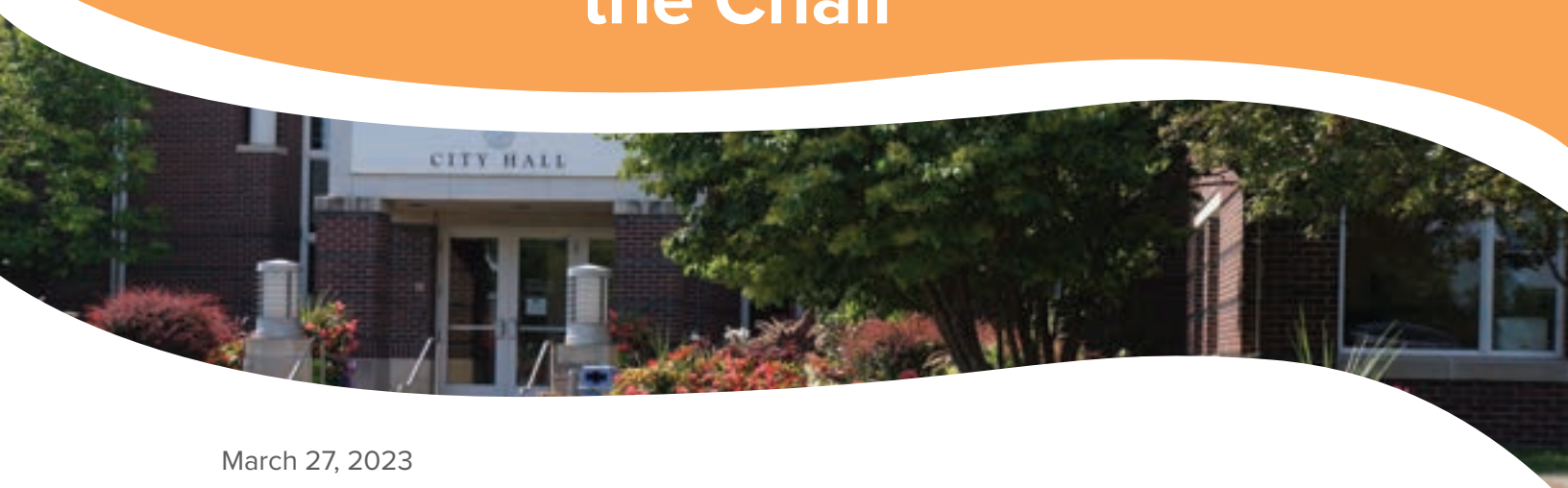
[www.brooklynpark.org](http://www.brooklynpark.org)



# Contents

Letter from the Chair	3
Featured Projects	4
Attendance Record	8
Case Summary Snapshot	9
Case Directory	10
Staff Team	15

# Letter from the Chair



March 27, 2023

Dear Mayor Winston and Council Members,

I am pleased to present the 2022 Planning Commission Annual Report. It was a busy year of reviewing development proposals, considering requests for variances and conditional use permits, and working on ordinance changes to advance City goals. In the past year, the Commission held 5 work sessions and 11 regular meetings with a total of 18 public hearings.

The Planning Commission recommended approval of new development that will bring new businesses, jobs, and institutions to Brooklyn Park. This includes several new multitenant light industrial/office buildings, including 610 Junction West, which will be home to Minneapolis Glass, a woman-owned manufacturer employing 100 people.

The Commission recommended approval for one new multifamily residential building, helping to address the regional housing shortage and welcoming new residents to the neighborhood surrounding the planned 85th Avenue station on the METRO Blue Line Light Rail Transit extension. Tessman Ridge will be a 150-unit mixed-income apartment building built in two phases, the first of which is expected to start construction in Spring 2023.

In work sessions, the Planning Commission continued to advance work on updates to the zoning code and provided feedback on City initiatives such as a wayfinding project for trails. The Commission also learned about the Just Deeds project, which aims to educate the community about the history of racially-restrictive covenants, and discussed strategies for advancing policy changes informed by this work.

As outgoing Chair, I would like to thank the Council for the opportunity to serve the community the past 6 years in the Commission. It has truly been an honor and privilege. I look forward to seeing the continued developments that will improve and add to the city of Brooklyn Park in the future.

Sincerely,

*Syed Husain*

Syed Husain  
Planning Commission Chair

# Featured Projects

## Christina's Childcare 22 - 121



Christina's Childcare business model is different than most daycares in Brooklyn Park in that it also offers evening childcare for parents/guardians working afternoon or evening shifts. The subject property is located on Brooklyn Boulevard and is currently owned by the City's Economic Development Authority (EDA). The business owners have been working with the EDA about the land sale and construction is anticipated to begin in the Spring.

## Scooters Coffee 22 - 119



Scooters Coffee serves specialty coffee drinks and pastries with a drive-thru only concept. The proposed structure is 664 square feet and serves pre-packaged foods which eliminates the need for kitchen space. The property is presently occupied by Fleet Farm's Gas-Mart, and the property owner has leased the eastern quarter of the property to Scooters Coffee. This will be the chain's third location in the Twin Cities.

## Range USA 22 - 127



The last planning case for the year was a site plan review for Range USA. Range USA operates indoor gun ranges, with retail and classroom space in 32 locations across the country. This application proposes a 14,955 square foot, single story building located at 9489 Winnetka Ave N. They received previous approval for their conditional use permit and expect to begin construction this year.

## Tessman Ridge 22 - 117



In the Spring of 2020, the City of Brooklyn Park solicited qualifications from developers to provide a plan that would develop affordable or mixed-income housing with a potential for mixed use. Duffy Development responded with a proposal of a multi-phased, mixed-use development to eventually include 150 unit of mixed-income housing and a small commercial use. Duffy Development was selected to build out the site, which is currently owned by North Hennepin Community College. Duffy Development proposes to construct a 75-unit multifamily mixed-income housing development on the site that is north of 85th Avenue N and between College Parkway and Tessman Parkway. This application is for Phase I of the multi-phased development, which will take place over the next five - seven years.

## NorthPark – Buildings XI-XIII (22-114 & 22-125)



NorthPark Business Center is a 227-acre business park that was first approved in 2015. The approved development plan includes several building sites, public roadways, and shared storm water basins. In 2022 the planning commission approved two more phases of the NorthPark expansion that included buildings 11, 12, and 13. Building 11 will be occupied by a CenterPoint Energy facility, and the other two are multi-tenant office/warehouse/manufacturing. Two of the new tenants to take up residence in the NorthPark Business Center in 2022 were Frito Lay and Sherwin Williams.

## Completion of Xylon Avenue



Construction of Xylon Avenue was completed in 2022, with the final section connecting to 109th Avenue completed in the autumn. This improvement has been highly anticipated as it decreases commercial traffic impacting nearby residential developments. The photos shown were taken in Autumn 2020, Autumn 2021, and Autumn 2022.

## 610 Junction West 22 - 112

United Properties proposed two speculative industrial office/warehouse buildings. Building 1 has a total of 126,000 square feet and Building 2 will have a total of 115,300 square feet with the possibility of a future expansion measuring 21,000 square feet. Building 1 began construction in late 2022 and will be the home of locally owned Minneapolis Glass.

## Commercial Vehicle Parking and Mixed Income Housing Policy (22-103 & 22-104)

In 2022 City staff proposed two City ordinances that were approved and put into City code. The first was the Commercial Vehicle Parking ordinance. This new ordinance allows the use of existing commercial lots for parking of vehicles that are unrelated to the business. This allows a commercial property owner to lease spaces to others who are looking for commercial vehicle parking, increasing the use of underutilized existing parking lots in the city. It also expanded the list of vehicles that are allowed to be parked outside on residential property to include food trucks and other work-related vehicles.

The second ordinance was the Mixed-income Housing Policy. The purpose of the Mixed-Income Housing Policy is to meet the City of Brooklyn Park's goal of preserving and promoting economically diverse housing

options in our community by creating high quality housing in Brooklyn Park for households with a variety of income levels, ages, and sizes. Any new building containing ten or more new or additional dwelling units shall comply with the requirements specified in the City's Mixed Income Housing Policy in effect on the date a complete land use application is submitted. The change approved by the Planning Commission expanded the policy to cover the entire city and added a reference to the policy in the zoning code.

# Attendance Record

2022 MEETING DATE AND TYPE		1/12 RM	1/26 WS	2/9 RM	2/23 WS	3/9 RM	3/23 WS	4/13 RM	4/27 WS	5/11 RM	5/25 WS	6/8 RM	6/22 WS	7/13 RM	7/27 WS	8/10 RM	8/24 WS	9/14 RM	9/28 WS	10/12 RM	10/26 WS	11/9 RM	11/9 WS	12/14 RM	12/14 WS
Commissioner	Residing District																								
Cavin, Liam	East Repl. At-Large	E	X	X	P	P	P	P	X	E	X	P	X	P	X	E	X	P	P	P	X	P	P	P	P
Husain, Syed	Central Rep. At-Large	P	X	X	E	P	P	P	X	P	X	P	X	P	X	P	X	P	P	P	X	P	P	P	P
Reindorf, Roberta	West Rep. At-Large	-	-	-	-	-	-	P	X	E	X	E	X	E	X	E	X	A	P	P	X	A	A	A	A
Kiekow, John	Central	P	X	X	P	P	P	P	X	P	X	P	X	P	X	P	X	P	P	P	X	P	P	P	P
Fraser, Kathy	Central	-	-	-	-	-	-	P	X	P	X	P		P	X	P	X	P	E	P	X	P	P	P	P
Kisch, Michael	Central	P	X	X	E	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Turnham, James	West	P	X	X	P	P	P	P	X	P	X	P	X	E	X	P	X	P	P	P	X	P	P	P	P
Udomah, Christopher	West	P	X	X	P	P	P	P	X	P	X	P	X	P	X	P	X	P	P	P	X	E	E	P	P
Lee, XP	East	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Klonowski, Nichole	East	P	X	X	P	P	P	P	X	P	X	P	X	P	X	P	X	E	P	P	X	P	P	E	E
Vosberg, Carol	East	P	X	X	E	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Xiong, Rich	East	X	X	X	X	X	P	P	X	E	X	P	X	P	X	P	X	P	P	P	X	P	P	E	E
COUNCIL LIAISON																									
West-Hafner, Tonja	City Council	P	X	X	P	P	P	P	X	P	X	P	X	P	X	P	X	P	P	P	X	P	P	P	P
CITY STAFF																									
Larson, Todd	Senior Planner	P	X	X	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mogush, Paul	Planning Director	P	X	X	P	P	P	P	X	P	X	P	X	P	X	P	X	P	P	P	X	P	P	P	P
Turnquest, Amber	Principal Planner	-	-	-	-	-	-	-	-	-	-	-	-	P	X	P	X	P	E	P	X	P	P	P	P
McDermott, Erin	Associate Planner	-	-	-	-	-	-	-	-	-	-	-	-	P	X	P	X	P	P	P	X	P	P	P	P



# Case Summary Snapshot

## Number of Planning Cases by Year and Case Type

Type of Cases	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Board of Appeals	0	0	0	0	0	0	0	0	0	0	0	0
Comprehensive Plan	0	0	3	2	2	2	1	1	0	1	0	1
Concept Plans	1	0	0	0	0	0	1	0	0	0	0	0
Conditional Use Permit	16	7	19	7	16	10	25	14	12	15	14	8
General Planning	0	0	0	0	0	0	3	1	0	0	0	0
House Moving	0	0	0	0	0	0	0	0	0	0	0	0
Interim Use Permits	1	0	0	0	0	2	1	0	0	0	0	1
Moratoria	0	0	0	0	0	0	1	0	0	0	0	0
Plat (preliminary)	8	2	6	8	10	10	13	7	7	7	4	9
Plats (Final)	7	2	6	8	10	10	13	7	7	7	9	8
PUD/Planned Development Overlay/Neighborhood Development Plans	1	1	1	0	1	0	4	0	0	3	1	1
Rezoning	2	0	0	0	0	2	4	2	2	4	0	3
Site Plan Review	1	1	3	7	5	6	5	2	3	4	13	10
Time Extensions	0	0	0	0	0	0	2	3	2	3	3	3
Variances (Zoning and Sign)	6	2	6	7	9	3	4	3	3	3	7	4
Waivers of Platting (General)	1	1	0	0	0	0	0	0	0	1	0	
Waivers of Platting (Twinhome Splits)	0	0	0	0	0	0	0	0	2	0	0	
Zoning, Sign, and Subdivision Code Amendments	5	6	3	5	6	4	1	3	4	1	1	2
<b>Total</b>	<b>49</b>	<b>22</b>	<b>47</b>	<b>44</b>	<b>59</b>	<b>49</b>	<b>78</b>	<b>43</b>	<b>42</b>	<b>49</b>	<b>52</b>	<b>50</b>



# Planning Case Directory

22 - 127

Project:	Type:	Location:	Description:
Rang USA - Site Plan	SPR	9489 Winnetka Ave N	Site Plan Review for a 14,955 square foot building for a commercial indoor recreational facility to be used as a gun range.square foot building for a commercial indoor recreational facility to be used as a gun range.a 14,955 square foot building for a commercial indoor recreational facility to be used as a gun range.

22 - 126

Project:	Type:	Location:	Description:
Target Remodel	ADMIN SPR		

22 - 125

Project:	Type:	Location:	Description:
Northpark Buildings XII & XIII	PLT/SPR	10800 Xylon Avenue N	Plat and Site Plan Review for two office warehouse buildings within the NorthPark Business Center.

22 - 124

Project:	Type:	Location:	Description:
610 Zane 4th Addition	PLT	6602 93RD Ave N	Preliminary and Final Plat for a business park lot in the 610 Zane business park.

22 - 123

**Project:**

APC Towers

**Type:**

CUP

**Location:**

5840 69th Ave N

**Description:**

Conditional Use Permit for a T-Mobile communications facility.

22 - 122

**Project:**Edinburgh Center  
3rd Addition**Type:**

PLT

**Location:**8555 Edinburgh  
Centre Dr N**Description:**Final Plat approval to subdivide Lot 6, Block 1  
Edinburgh Center and Lot 2 and 3, Block 1.

22 - 121

**Project:**

Christina's Childcare

**Type:**CUP/  
SPR/VAR**Location:**

7516 Brooklyn Blvd N

**Description:**Conditional Use Permit and Site Plan Review for  
a daycare facility.

22 - 119

**Project:**

Scooters Coffee

**Type:**

CUP

**Location:**

8263 85th Ave N

**Description:**Scooters is looking to build a new 678 SF drive-thru  
coffee shop at this location.

22 - 118

**Project:**

Kwik Trip Addition

**Type:**

CPR

**Location:**

9495 Noble Pkwy N

**Description:**

Cooler / Freezer Addition.

22 - 117

**Project:**

Tessman Ridge

**Type:**PLT/SPR/  
VAR**Location:**6900 85TH AVENUE  
NORTH**Description:**

Duffy Development proposes to construct a 75-unit multifamily mixed-income housing development on the site that is north of 85th Avenue N and between College Parkway and Tessman Parkway.

22 - 116

**Project:**

Target North Campus

**Type:**

IUP

**Location:**6801/6901 Oak Grove  
Pkwy N**Description:**

Target Corporation is requesting an interim use permit to utilize their overflow lot South of Oak Grove Pkwy for inventory storage during the peak demand holiday season to provide relief for the Fridley, MN Regional Distribution Center

22 - 115

**Project:**

Range USA

**Type:**

CUP

**Location:**

9489 Winnetka Ave N

**Description:**

A Conditional Use Permit (CUP) for a Range USA store which is an indoor gun range and store with classrooms. A CUP for a second principal structure on a single lot.

22 - 114

**Project:**

NorthPark XI

**Type:**SPR/PLT/  
CUP**Location:**10701 Winnetka  
Avenue North**Description:**

Site plan review, preliminary/final plat, and CUP for one new office warehouse building (building XI) on lot 4 and 5 of block 1, northpark business center 8th addition.

22 - 113

**Project:**PrairieCare  
Expansion**Type:**ADMIN  
SPR**Location:**

9400 Zane Ave N

**Description:**

Administrative Site Plan Review for a 26,850 sq ft expansion of existing single story slab clinic/hospital.

22 - 112

**Project:**

610 Junction West

**Type:**

CPA/PLT/  
REZ/SPR

**Location:**

9500 Decatur Dr N

**Description:**

Amend the comprehensive plan, rezone and final plat. 2 office/warehouse buildings concurrently.

22 - 111

**Project:**

169 Logistics Center

**Type:**

REZ/SPR/  
PLT

**Location:**

UNASSIGNED, SE  
QUAD OF 169 AND  
610

**Description:**

Site Plan review and Rezone to BP PDO to construct two industrial office/warehouse buildings.

22 - 110

**Project:**

Northern Light  
Church of Christ

**Type:**

REZ

**Location:**

6717 85th Ave N

**Description:**

Rezone from R3 to Institutional which is in line with the future land use.

22 - 109

**Project:**

Leopold's Mississippi  
Gardens

**Type:**

CUP

**Location:**

9500 West River Rd

**Description:**

Amendment to a current Conditional Use Permit for special events.

22 - 108

**Project:**

Pergola

**Type:**

VAR

**Location:**

9143 Ashley Ter N

**Description:**

Variance to a side yard setback

22 - 106

**Project:**

Cams Bar and Eatery

**Type:**

CUP

**Location:**

8517 63rd Ave N

**Description:**

Conditional Use Permit to add a new outdoor patio on the south side of the building

22 - 105

**Project:**

7109 Idaho Ave N

**Type:**

VAR

**Location:**

7109 Idaho Ave N

**Description:**

Variance for concrete driveway expansion

22 - 104

**Project:**

Mixed Income Housing Policy

**Type:**

ORD

**Location:**

Citywide

**Description:**

Mixed Income Housing Policy Ordinance

22 - 103

**Project:**

Commercial Vehicle Parking

**Type:**

ORD

**Location:**

Citywide

**Description:**

Commercial Vehicle Parking Ordinance

22 - 102

**Project:**

Take 5 Oil Change

**Type:**

CUP

**Location:**

5921 94th Ave N

**Description:**

CUP for an automobile, drive through oil change business and a restaurant/food with a drive-thru service

**Project:**

Schoolhouse Addition

**Type:**

PLT

**Location:**

9900 Regent Ave N

**Description:**

Plat for the sale and subdivision of 1 large lot into 4 single family lots

# Staff Team



**Erin  
McDermott**

**Paul  
Mogush**

**Devon  
Miller**

**Amber  
Turnquest**

**Brooklyn  
Park**



# Workplan | Planning Commission

2023

Time frame	Project or Task(s)	BP2025	Purpose (see next page for info)	Outcome (fill in after completed)
On-going	<b>Process land use applications and provide recommendations to the City Council</b>	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	
Q1 and Q2	<b>Zoning code update</b>	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input checked="" type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input checked="" type="checkbox"/> City Manager	
Beginning in Q3	<b>Planning for development northwest of 169 and 610</b>	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input checked="" type="checkbox"/> Council <input checked="" type="checkbox"/> City Manager	

1: United Community    2: Beautiful Places    3: Thriving Economy    4: Healthy & Safe People    5: Increased Equity    6: Effective & Engaging Gov't



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.4	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Dolly Lee, Assistant Finance Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Teshite Wako, Budget Advisory Commission Chair Akeem Adeniji, Budget Advisory Commission Vice Chair
<b>Item:</b>	Budget Advisory Commission 2023 Workplan		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO ACCEPT THE BUDGET ADVISORY COMMISSION 2023 WORKPLAN.

## Overview:

Teshite Wako, Chair, and Akeem Adeniji, Vice Chair, of the Budget Advisory Commission will present the 2023 Budget Advisory Commission workplan.

The Budget Advisory Commission is required to submit and have accepted by Council written and verbal reports consisting of the review of work from the previous year and the proposed workplan for current year.

The Commission consists of the following members as of April 1, 2023: Chair Teshite Wako, Vice Chair Akeem Adeniji, Theresa Ajiboye, Nathania Amenuvor, Henry Blake, Nahashon Mobisa, Nancy Omondi, William Petty, and Thomas Samlaska.

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

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

## Attachments:

3B.4A BUDGET ADVISORY COMMISSION 2023 WORKPLAN

# Workplan | Budget Advisory Commission (BAC)

March 2023 - February 2024

Time frame	Project or Task(s)	BP2025	Purpose (see next page for info)	Outcome (fill in after completed)
January	Elect Officers Annual Bylaw Review	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	
February	Finalize workplan	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	
March	Present Workplan to City Council Identify who will be on committees (task force) Determine what topics committees (task force) will cover. Develop template for departments to use for presentations. Develop Department questions (three metrics per department)	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	
April	Finalize Department Budget Template Economic Development Authority Present City Manager to submit information to the BAC	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	
May	Receive Quarterly Financial Reports for current year	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	
June	Revenue meeting - Guiding principles and assumptions Task Force Committee Reports	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	
August	All Department submit presentation Receive Quarterly Financial Reports for current year Task Force Committee Report	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	

# Workplan | Budget Advisory Commission (BAC)

March 2023 - February 2024

September Meeting #1	Joint meetings with Capital Long Range Improvement Commission (CLIC)	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager
September Meeting #2	Review Recreation and Park Budget Review Operations & Maintenance Budget Review Other Departments Budget Review Fire and Police Budget Review Administrative and Finance Budget	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager
October	Review City Manager's council presentation and budget recommendations for levy maximum Committee reports Draft Council presentation	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager
October Meeting #2	Finalize Council presentation Draft Emailed to Council. Receive and answer questions for Final Report to Council	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager
November	Report to Council Debrief Council presentation	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager

1: United Community    2: Beautiful Places    3. Thriving Economy    4. Healthy & Safe People    5. Increased Equity    6. Effective & Engaging Gov't

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	3B.5	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Public Presentations/ Proclamations/Receipt of General Communications	<b>Originating Department:</b>	Administration Operations and Maintenance
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Devin Montero, City Clerk Greg Hoag, Manager Park and Building Maintenance Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Hollies Winston, Mayor
<b>Item:</b>	Mayor's Proclamation Declaring May 6, 2023 as "Arbor Day" and the Month of May as "Arbor Month" in the City of Brooklyn Park		

## City Manager's Proposed Action:

The Mayor shall proclaim May 6, 2023, as "Arbor Day" and the Month of May as "Arbor Month" in the City of Brooklyn Park by one of the following:

1. "I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim May 6, 2023, as "Arbor Day" and the Month of May as "Arbor Month" in the City of Brooklyn Park."

OR

2. By reading the proclamation.

## Overview:

In April and May, communities throughout the United States will celebrate the importance of trees to our landscape, community aesthetics, and environmental health by hosting Arbor Day Celebrations. This year's national celebration is on Friday, April 28.

In 2005, and again in 2013, many trees in Brooklyn Park were lost to storms and disease which led the city to promote replanting and re-growth through the annual sale of bare-root trees at a reduced cost. Currently Emerald Ash Borer will take many ash trees from the landscape. This year's sale will take place on May 6. Our residents and the entire community benefit from buying and planting these trees in their own yards.

A formal Arbor Day observance and proclamation is one of the requirements for designating the City of Brooklyn Park as a Tree City USA by the National Arbor Day Foundation.

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

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

## Attachments:

3B.5A PROCLAMATION

# **PROCLAMATION**

## **DECLARING MAY 6, 2023, AS "ARBOR DAY" AND THE MONTH OF MAY AS "ARBOR MONTH" IN THE CITY OF BROOKLYN PARK**

WHEREAS, In 2023 in the United States, Arbor Day will be celebrated on April 28; and

WHEREAS, Brooklyn Park will be celebrating Arbor Day by having its annual tree sale on May 6; and

WHEREAS, climate change is a complex problem that impacts all Minnesotans and our ability to thrive; and

WHEREAS, the health and longevity of Minnesota's trees are being affected by changing temperatures and precipitation, more extreme weather events, and increasing pressure from pests, diseases, and invasive species; and

WHEREAS, Minnesota is at risk to lose over one billion ash trees due to emerald ash borer, potentially increasing CO2 emissions and causing flooding; and

WHEREAS, a healthy tree canopy decreases temperatures along streets providing cooler spaces in the summertime for recreation and commerce; and

WHEREAS, communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use and protection from extreme heat and flooding; and

WHEREAS, careful management of our trees and forests protects drinking water and reduces the cost of water treatment; and

WHEREAS, planting and maintaining trees is a natural and easy way to keep our water clean.

NOW, THEREFORE, I, Hollies Winston, Mayor of the City of Brooklyn Park, Minnesota, do hereby proclaim May 6, 2023, as "Arbor Day" and the month of May as "Arbor Month" in Brooklyn Park.

BE IT FURTHER RESOLVED that the Mayor and Council Members urge residents to become more aware of the importance of trees to the well-being of their neighborhoods.

---

Hollies Winston, 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.6	<b>Meeting Date:</b>	March 27, 2023
<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>	Malcolm Hicks, Business Development Coordinator
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Breanne Rothstein, Director of Economic Development and Housing
<b>Item:</b>	Applicant Interviews for Brooklyn Park Development Corporation Open Board Of Director Seats		

## City Manager's Proposed Action:

Interview applicants to fill current openings on the Brooklyn Park Development Corporation.

## Overview:

The City has advertised to fill openings on the Brooklyn Park Development Corporation (BPDC) Board of Directors. The appointments are to fill four vacant representative positions on the Board of Directors. Applicants have been contacted; an attendance sheet is attached. The original application period resulted in 12 applicants.

Per BPDC Bylaws, there must be seven members of the Board of Directors. One director shall be a member of the City Council of the city of Brooklyn Park, Minnesota, one director shall be a member of the Board of Commissioners of the Brooklyn Park Economic Development Authority (the "EDA"), two directors shall be affiliated with a financial institution, two directors shall be an owner or representative of a business establishment located in the City of Brooklyn Park, and one director shall be a resident of the City of Brooklyn Park, who does not otherwise qualify under the preceding Director positions. This vote also includes filling the resident representative position, which can be held by any resident of the City.

## Brooklyn Park Development Corporation – 4 openings

- 1 Resident Representative (2-year term)
- 1 Financial Institution Representative (2-year term)
- 1 Large Business Representative (2-year term)
- 1 Small Business Representative (2-year term)

In the packet there is a voting form to indicate your choices. Please provide your choices to Winston Hollies no later than Friday, March 31, 2023. He will consolidate the votes to determine who will be appointed to the Board. The appointment will be made during the April 10, 2023 Council meeting.

## Background:

The Brooklyn Park Development Corporation was established in the early 1990s as a general partner to the City's Economic Development Authority (EDA). BPDC was established as a mechanism to provide financial resources to small businesses in the City through low interest loans and innovative financial programs. Its Board is comprised of two representatives from a financial institution/background, two business representatives, one community member, one member of the City Council, and one member of the EDA. This group is responsible

for the creation, implementation, and oversight of multiple small business loan programs including a real-estate and equipment loan, commercial code correction loan, and two microbusiness loan funds.

Currently, BPDC has more than 20 active loans and two active contracts with loan servicers. BPDC strives to be innovative and creative in an effort to advance its business support programming while being mindful of the many ways race, equity, and inclusion must be centered to ensure fair and impactful programming goals are achieved.

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

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

**Attachments:**

- 3B.6A BPDC ATTENDANCE SHEET – VOTING FORM
- 3B.6B BPDC BOARD DIRECTORY

**Brooklyn Park Development Corporation Board of Director Interviews**  
**Monday, March 27, 2023 – 6:00 p.m.**  
**Applicant Attendance and City Council Voting Form**

Council Member \_\_\_\_\_

**Note: Term will be effective immediately and will last until March 2025**

Name	Attendance	Board Name
<b>Resident Representative Choice</b>		
Denise Butler	Yes/No	Brooklyn Park Development Corporation
Paula Weakly	Yes/No	Brooklyn Park Development Corporation
<b>Financial Institution Choices</b>		
Farquema Cokie	Yes/No	Brooklyn Park Development Corporation
Rin Larson	Yes/No	Brooklyn Park Development Corporation
<b>Large Business Representative Choices</b>		
Naliah Hendrickson	Yes/No	Brooklyn Park Development Corporation
Brian Wentz	Yes/No	Brooklyn Park Development Corporation
Edward Phipps	Yes/No	Brooklyn Park Development Corporation
<b>Small Business Representatives</b>		
Teresa Spurling	Yes/No	Brooklyn Park Development Corporation
Emmatine Ukwuoma	Yes/No	Brooklyn Park Development Corporation
J Comfort Clarke	Yes/No	Brooklyn Park Development Corporation
Phillip Gaye-Bai	Yes/No	Brooklyn Park Development Corporation

*My choices:*

Resident Representative \_\_\_\_\_

Financial Institution Representative \_\_\_\_\_

Large Business Representative \_\_\_\_\_

Small Business Representative \_\_\_\_\_



**BROOKLYN PARK DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS 2023**

Directors 1, City Council Rep, and 2, EDA, may be reappointed, provided, however, that no person shall serve for more than two (2) successive full terms. All other Directors may be reappointed, provided, however, that no person shall serve for more than three (3) consecutive terms.

- |                              |   |
|------------------------------|---|
| 1. City Council Rep          | Council Member XP Lee (3yr term) – January 9th  |
| 2. EDA Rep                   | Council Member Morrison (3yr term) – January 23 <sup>rd</sup>   |
| 3. Financial Institution Rep | Mary Kuria (2yr terms) <ul style="list-style-type: none"><li>○ 1st Term: April 2020-April 2022</li><li>○ 2nd Term: April 2022-April 2024</li></ul>  |
| 4. Resident Rep              | <b>Vacant</b> and open for applicant submission (2yr term)<br>Ignatius Neepaye (2yr term) <ul style="list-style-type: none"><li>○ 1st Term April 2021- April 2023</li></ul>   |
| 5. Financial Institution Rep | <b>Vacant</b> and open for applicant submission (2yr term)  |
| 6. Large Business Rep        | <b>Vacant</b> and open for applicant submission (2yr term)<br>Roger Vang President (2yr term) ( <i>Until End of year/ Board Elections</i> ) <ul style="list-style-type: none"><li>○ 1st Term April 2020-April 2022</li><li>○ 2nd Term April 2022-April 2024</li></ul> |
| 7. Small Business Rep        | <b>Vacant</b> and open for applicant submission (2yr term)  |

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.1	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	X	<b>Prepared By:</b>	Dolly Lee, Assistant Finance Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Jay Stroebel, City Manager
<b>Item:</b>	Acceptance of National Opioid Settlements		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_ APPROVING THE CITY OF BROOKLYN PARK TO PARTICIPATE IN AND ACCEPT OPIOID SETTLEMENT PAYMENTS FROM PHARMACEUTICAL DISTRIBUTORS AND OPIOID MANUFACTURERS AS PART OF THE NATIONAL OPIOID SETTLEMENTS UNDER PROVISIONS OF THE AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT.

## Overview:

Minnesotans have suffered tremendously from the opioid epidemic. In July 2021, the Minnesota Attorney General's Office joined a multistate multibillion-dollar settlement agreement with pharmaceutical distributors and opioid manufacturers. The greater the level of participation from Minnesota counties and cities, the more funds will ultimately be paid out for abatement. In December 2021, the Minnesota Attorney General's Office reached an agreement with Minnesota cities and counties on how funds from these settlements will be allocated: 75% to counties and cities, and 25% to the State. The memorandum of agreement between the State of Minnesota and Minnesota cities and counties details how funds can be used to combat the opioid crisis, including detailed programs and strategies focused on treatment, prevention, and harm reduction.

In December 2022, the Minnesota Attorney General's Office joined five additional multistate multibillion dollar settlements with opioid manufacturers and retail pharmacy chains. The memorandum of agreement between the State of Minnesota and Minnesota cities and counties was amended to include the additional settlements.

The City of Brooklyn Park chose to participate in the 2021 settlement agreement and received \$121,759.30 in opioid settlements in 2022. To participate in the 2022 settlement agreement and receive payment for the five additional settlements, the City Manager will need to execute and submit a participation form to the National Opioids Settlements Implementation Administrator by April 18, 2023.

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

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

## Attachments:

4.1A RESOLUTION

4.1B NATIONAL OPIOID SETTLEMENT OPT-IN PARTICIPATION FORM AND MN MOA

RESOLUTION #2023-

RESOLUTION APPROVING THE CITY OF BROOKLYN PARK TO PARTICIPATE IN AND ACCEPT OPIOID SETTLEMENT PAYMENTS FROM PHARMACEUTICAL DISTRIBUTORS AND OPIOID MANUFACTURERS AS PART OF THE NATIONAL OPIOID SETTLEMENTS UNDER PROVISIONS OF THE AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, Minnesotans have suffered tremendously from the opioid epidemic; and

WHEREAS, in July 2021, the MN Attorney General's Office joined a multistate multibillion dollar settlement agreement with pharmaceutical distributors and opioid manufacturers; and

WHEREAS, in December 2021, the MN Attorney General's Office reached an agreement with Minnesota cities and counties on how funds from these settlements will be allocated: 75% to counties and cities, and 25% to the State; and

WHEREAS, the memorandum of agreement between the State of MN and MN cities and counties details how funds can be used to combat the opioid crisis, including detailed programs and strategies focused on treatment, prevention, and harm reduction; and

WHEREAS, in December 2022, the MN Attorney General's Office joined five additional multistate multibillion dollar settlements with opioid manufacturers and retail pharmacy chains; and

WHEREAS, the memorandum of agreement between the State of MN and MN cities and counties was amended to include the additional settlements; and

WHEREAS, the City of Brooklyn Park chose to participate in the 2021 settlement agreement and received \$121,759.30 in opioid settlements in 2022; and

WHEREAS, to participate in the 2022 settlement agreement and receive payment for the five additional settlements, the City Manager will need to execute and submit a participation form to the National Opioids Settlements Implementation Administrator by April 18, 2023.

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

1. Acceptance of \$121,759.30 in opioid settlement during 2022 to be used in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement
2. Acceptance to participate in the 2022 settlement agreement and allow the City Manager to opt-in to receive settlement payment to be used in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Brooklyn Park city, MN  
Reference Number: CL-386879

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**If your subdivision is represented by an attorney with respect to opioid claims, please contact your attorney.**

***Deadline: April 18, 2023***

Five new proposed national opioid settlements (“*New National Opioid Settlements*”) have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** (“Settling Defendants”). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because Minnesota is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (Amended MOA)
  - Clean version for signature and a marked-up version showing amendments.
- Template Resolutions authorizing city or county staff to participate in the settlements and execute the Amended MOA.

**The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your**

**subdivision to be considered for initial participation calculations and payment eligibility.**

**The Amended MOA must also be executed and submitted as soon as possible in order for your subdivision to be considered a “Participating Local Government” under the Amended MOA.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate will reduce the amount of money for programs to remediate the opioid crisis in Minnesota. Please note, a subdivision will not necessarily directly receive settlement funds by participating. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid to Minnesota, including those going to counties and cities.

Pursuant to the attached Amended MOA, the following Minnesota subdivisions are eligible to directly receive settlement funds:

- All counties; and
- All cities that:
  - Have a population of more than 30,000 based on the United States Census Bureau’s Vintage 2019 population totals,
  - Have funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency), or
  - Have initiated litigation against the previously-settling Distributors (McKesson, Cardinal Health, or AmerisourceBergen) or Janssen on or before December 3, 2021

For subdivisions that fall outside the above eligibility thresholds, you must participate if you wish to receive grants from settlement funds from the State or other subdivisions in the future. Your participation will also increase the amount of money coming to Minnesota for programs to remediate the crisis.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, the Minnesota Attorney General’s Office, and other contacts within Minnesota.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created. The Minnesota Attorney General's Office has also set up a state-specific website, which may be found at <http://www.ag.state.mn.us/opioids/>. This website includes Minnesota-specific information regarding the opioid settlements, as well as Minnesota's opioids legislation, the Opioid Epidemic Response Advisory Council, and the Attorney General's opioid-related cases. Minnesota's website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and the Amended MOA to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and Amended MOA electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* and the Amended MOA using DocuSign, signed *Participation Forms* and the Amended MOA may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line "Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID]."

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

### **The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel or the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). If you have questions for the Minnesota Attorney General's Office, you can send an email

to [opioids@ag.state.mn.us](mailto:opioids@ag.state.mn.us). You can also call the Minnesota Attorney General's Office Opioid Issues phone line at (612) 429-7126 and leave a message regarding any questions you have or any additional information you would like.

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

## **AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

**WHEREAS**, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

**WHEREAS**, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

**WHEREAS**, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the investigations and litigation with several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

**WHEREAS**, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

**WHEREAS**, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

**WHEREAS**, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

**WHEREAS**, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

**WHEREAS**, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.



## I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means a national opioid settlement agreement with the Parties and one or more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in, have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. “Opioid Supply Chain Participants” also means all subsidiaries, affiliates, officers, directors, employees, or agents of such entities.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

## **II. Allocation of Settlement Proceeds**

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of

the State or any Participating Local Government unless and until such time as each distribution is made.

B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State’s Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that “50 percent of the remaining amount” is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund (“Legislative Modification”).<sup>1</sup> Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.

2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor’s Office, the Attorney General’s Office, the Opioid Epidemic Response Advisory Council, the Revisor’s Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or

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<sup>1</sup> It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows:  
(i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.<sup>2</sup> The proportions shall not change based on population changes during the term of the MOA. However, to the extent

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<sup>2</sup> More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.
- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

### III. Special Revenue Fund

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

#### IV. Opioid Remediation Activities

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may

choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.
2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

**V. Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.
- C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory

Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

## **VI. Backstop Fund**

- A. National Attorney Fee Fund. When the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”), the Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By order<sup>3</sup> dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster’s 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.
- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement

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<sup>3</sup> Order, In re: Nat’l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).



Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies.

- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.
- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are

Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.
- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

## VII. General Terms

### A. Scope of agreement.

1. This MOA applies to the National Settlement Agreements and the Bankruptcy Resolutions.<sup>4</sup>
2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.
3. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

### B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

### C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt,

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<sup>4</sup> For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, McKesson, Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.
- D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.
- E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
- F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.
- G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.
- H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.
- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

on \_\_\_\_\_ by Jay Stroebel:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

On behalf of: Brooklyn Park city

## EXHIBIT A

### List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT
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#### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs<sup>5</sup> or strategies that may include, but are not limited to, those that:<sup>6</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”) <sup>7</sup> approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.

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<sup>5</sup> Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

<sup>6</sup> As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

<sup>7</sup> Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.



10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARI*”);

2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.**

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

<b>PART THREE: OTHER STRATEGIES</b>
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.



4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system,

including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

**M. POST-MORTEM**

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

**EXHIBIT B****Local Abatement Funds Allocation**

<b>Subdivision</b>	<b>Allocation Percentage</b>
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

<b>Subdivision</b>	<b>Allocation Percentage</b>
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

<b>Subdivision</b>	<b>Allocation Percentage</b>
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

**AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

**WHEREAS**, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

**WHEREAS**, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

**WHEREAS**, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the investigations and litigation with ~~Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson~~ several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

**WHEREAS**, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

**WHEREAS**, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

**WHEREAS**, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

**WHEREAS**, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

**WHEREAS**, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma ~~and~~, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

## I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P. and, Mallinckrodt plc, and Endo International plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all ~~counties and cities~~ Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means ~~the~~ a national opioid settlement agreements with the Parties and one or ~~all of the Settling Defendants~~ more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in, ~~or~~ have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. “Opioid Supply Chain Participants” also means all ~~including their subsidiaries, affiliates,~~ officers, directors, employees, or agents of such entities, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a ~~county or city~~ political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims ~~with the Settling Defendants~~ by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

~~“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.~~

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.



## II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each ~~annual~~ distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.
- C. Statutory change.
1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State’s Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that “50 percent of the remaining amount” is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund (“Legislative Modification”).<sup>1</sup> Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
  2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.
- D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor’s Office, the Attorney General’s Office, the Opioid Epidemic Response Advisory Council, the Revisor’s Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of

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<sup>1</sup> It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

- E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.
- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against ~~the Settling Defendants~~ AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based

upon the MDL Matter's Opioid Negotiation Class Model.<sup>2</sup> The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.
- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. ~~Such an election must be made by January 1 each year to apply to the following fiscal year.~~ If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

### III. Special Revenue Fund

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.

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<sup>2</sup> More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

C. Process for drawing from special revenue funds.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

**IV. Opioid Remediation Activities**

A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.

B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health

Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.

- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.
  2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
  3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

## V. **Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.

**B. Reporting Workgroup.** The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

**C. Application of Reporting Addendum and State Law.** The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

## **VI. Backstop Fund**

- A. **National Attorney Fee Fund.** ~~When the~~ National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"), ~~t-~~The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. **Backstop Fund and Waiver of Contingency Fee.** The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By order<sup>3</sup> dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

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<sup>3</sup> Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.
- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master

from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.

- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.
- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.



- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

## VII. General Terms

### A. Scope of agreement.

1. This MOA applies to ~~all settlements under~~ the National Settlement Agreements ~~with Settling Defendants~~ and the Bankruptcy Resolutions ~~with Bankruptcy Defendants~~.<sup>4</sup>
2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.
- ~~2.3. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution.~~ The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

### B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

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<sup>4</sup> For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, ~~and McKesson, and Janssen,~~ Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., ~~and Mallinckrodt plc,~~ and Endo International plc.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended** Minnesota Opioids State-Subdivision Memorandum of Agreement is signed

this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

\_\_\_\_\_

Name and Title: \_\_\_\_\_

On behalf of: \_\_\_\_\_

## EXHIBIT A

### List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT
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#### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs<sup>5</sup> or strategies that may include, but are not limited to, those that:<sup>6</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)<sup>7</sup> approved by the U.S. Food and Drug Administration, [including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.](#)
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.

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<sup>5</sup> Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

<sup>6</sup> As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

<sup>7</sup> Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.



7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);

2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.**

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).



7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

**M. POST-MORTEM**

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

**EXHIBIT B****Local Abatement Funds Allocation**

<b>Subdivision</b>	<b>Allocation Percentage</b>
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

<b>Subdivision</b>	<b>Allocation Percentage</b>
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

<b>Subdivision</b>	<b>Allocation Percentage</b>
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

**Resolution Authorizing Brooklyn Park city Staff to Execute All Necessary Documents to Ensure Brooklyn Park city Participation in the Multistate Settlements Relating to Opioid Supply Chain Participants, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement.**

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, for the April 2023 agreements there is a deadline of April, 18 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the "State-Subdivision Agreement"); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

NOW, THEREFORE, BE IT RESOLVED, Brooklyn Park city supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Brooklyn Park city supports and opts in to the April 2023 multistate agreement and all future multistate settlement agreements with opioid supply chain participants; and

BE IT FURTHER RESOLVED, Brooklyn Park city authorizes city staff to execute all necessary documents to ensure Brooklyn Park city participation in the multistate settlement agreements, including Participation Agreement(s) and accompanying Release(s), and the State-Subdivision Agreement(s), unless and until such authority is revoked.

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes       No

Governmental Entity: Brooklyn Park city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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





**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Brooklyn Park city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes       No

Governmental Entity: Brooklyn Park city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: Brooklyn Park city	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.





11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Brooklyn Park city	State: MN
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.2	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Operations and Maintenance – Engineering Services Division
<b>Resolution:</b>	X	<b>Prepared By:</b>	Jeff Holstein, P.E., P.T.O.E. City Transportation Engineer
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Jesse Struve
<b>Item:</b>	Approve MnDOT Contract No.1052122 Appointing the Commissioner of Transportation as Agent of the City of Brooklyn Park to Accept Federal Aid Funds, Which May Become Available for Eligible Transportation Related Projects		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_\_ APPROVING MNDOT CONTRACT NO. 1052122 APPOINTING THE COMMISSIONER OF TRANSPORTATION AS AGENT OF THE CITY OF BROOKLYN PARK TO ACCEPT FEDERAL AID FUNDS WHICH MAY BECOME AVAILABLE FOR ELIGIBLE TRANSPORTATION RELATED PROJECTS.

## Overview:

The City currently has an agreement with the Minnesota Department of Transportation (MnDOT), which allows MnDOT (acting through its Commissioner of Transportation) to act as the City's agent in accepting and administering federal aid for transportation projects. This agreement documents the procedures and responsibilities of both agencies for all projects where the City is awarded federal funds. The current agreement (#1029925) was executed in 2018 and needs revision.

MnDOT prepared a new agreement (No. 1052122) with revisions for the same purpose. This agreement supersedes the earlier agreement. City staff reviewed Agreement (Contract) No. 1052122 and found it to be consistent with the earlier agreement and with agreements other cities within the State are executing with MnDOT. Staff recommends approval of Contract No. 1052122.

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

## Budgetary/Fiscal Issues:

The proposed City responsibilities under the proposed agreement will be almost identical to those of the current agreement. This agreement only applies when the City receives federal aid funding for a transportation project.

## Attachments:

- 4.2A RESOLUTION
- 4.2B CONTRACT NO. 1052122

RESOLUTION #2023-

RESOLUTION APPROVING MNDOT CONTRACT NO. 1052122 APPOINTING THE COMMISSIONER OF TRANSPORTATION AS AGENT OF THE CITY OF BROOKLYN PARK TO ACCEPT FEDERAL AID FUNDS, WHICH MAY BECOME AVAILABLE FOR ELIGIBLE TRANSPORTATION RELATED PROJECTS

WHEREAS, the City of Brooklyn Park periodically receives federal funding for transportation projects; and

WHEREAS, the City currently has an agreement with MnDOT that documents the required procedures and responsibilities of both agencies when dealing with federal funded projects; and

WHEREAS, pursuant to Minnesota Statutes Section 161.36 , the City desires MnDOT to continue to act as the City's agent in accepting federal funds on federally funded transportation projects; and

WHEREAS, MnDOT has prepared Contract No. 1052122 documenting the revised procedures and responsibilities of both agencies for federally funded transportation projects.

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

1. The City of Brooklyn Park approves MnDOT Contract No. 1052122 appointing the Commissioner of Transportation as agent of the City of Brooklyn Park to accept federal aid funds, which may become available for eligible federal aid projects; a copy of said agreement is attached hereto and made a part hereof.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement on behalf of the City of Brooklyn Park.
3. The City Clerk is directed to forward a City executed copy of said agreement and a certified copy of this resolution to Ms. Olga Kruglova, MnDOT Central Office, 395 John Ireland Boulevard, MS 500, Saint Paul, MN 55155.



**STATE OF MINNESOTA**

**AGENCY AGREEMENT**

for

**FEDERAL PARTICIPATION IN CONSTRUCTION**

This Agreement is entered into by and between City of Brooklyn Park (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

**RECITALS**

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1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
  - 2.2. This project is for construction, not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

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**1. Term of Agreement; Prior Agreement**

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029925.

**2. Local Government’s Duties**

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
  - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable



federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

## 2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

## 5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. **Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Jesse Struve or their successor.

Title: Brooklyn Park City Engineer

Phone: 763-493-8114

Email: jesse.struve@brooklyn.org

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

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

- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT 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 MnDOT's obligation or responsibility.

**13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. Termination; Suspension**

**14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.

**14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

**14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

**17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

**18. Federal Contract Clauses**

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must



also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**City of Brooklyn Park**

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.3	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Operations and Maintenance
<b>Resolution:</b>	X	<b>Prepared By:</b>	Greg Hoag, Park and Building Maintenance Manager
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Dan Ruiz and Brad Tullberg
<b>Item:</b>	Authorize the Replacement of Storm Damaged Safety Netting at Northwoods Park		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_ AUTHORIZING STAFF TO ENTER INTO A REPAIR CONTRACT WITH UPPER MIDWEST ATHLETIC CONSTRUCTION FOR THE REPLACEMENT OF STORM DAMAGED SAFETY NETTING AT NORTHWOODS PARK, WITH FUNDING BEING PROVIDED BY AN AMENDMENT TO THE 2023 LOSS CONTROL INTERNAL SERVICE FUND BUDGET.

## Overview:

On December 15, 2022, the safety netting surrounding the baseball fields at Northwoods Park collapsed due to the heavy snow. The netting has been deemed a total loss by our insurance adjustors. The purpose of the Loss Control Internal Service Fund is to pay for our insurance premiums and cover any losses that the City experiences that fall within the deductible limits and receive any insurance claim settlements. We have a \$5,000.00 deductible per occurrence. Loss Control will coordinate the insurance payment from LMCIT, minus the \$5,000.00 deductible.

## Primary Issues/Alternatives to Consider:

If we do not proceed with this replacement, spectators and baseball players are at risk of being struck by errant baseballs.

## Budgetary/Fiscal Issues:

Proposals for repair and replacement of the netting were solicited from two companies. It is being recommended to award the work to the lowest bidder, Upper Midwest Athletic Construction, for a cost of \$89,802, plus any incidentals needed to complete the repairs. The costs for this replacement will come from the Loss Control Internal Service Fund's fund balance.

## Attachments:

- 4.3A RESOLUTION
- 4.3B FINANCIAL ANALYSIS

RESOLUTION #2023-

RESOLUTION AUTHORIZING STAFF TO ENTER INTO A REPAIR CONTRACT WITH UPPER MIDWEST ATHLETIC CONSTRUCTION FOR THE REPLACEMENT OF STORM DAMAGED SAFETY NETTING AT NORTHWOODS PARK, WITH FUNDING BEING PROVIDED BY AN AMENDMENT TO THE 2023 LOSS CONTROL INTERNAL SERVICE FUND BUDGET

WHEREAS, on December 15, 2022, the safety netting surrounding the baseball fields at Northwoods Park collapsed due to the heavy snow and has been determined by our insurance adjustor to be damaged beyond repair; and

WHEREAS, the purpose of the Loss Control Internal Service Fund is to pay for our insurance premiums and cover any losses that the City experiences that fall within the deductible limits and receive any insurance claim settlements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that staff be authorized to enter into a purchase contract with Upper Midwest Athletic Construction for the replacement of the safety netting; and

BE IT FURTHER RESOLVED that the funding is provided by amending the 2023 Loss Control Internal Service Fund budget in the amount of the purchase contract plus any incidentals needed to complete the repairs by reducing the Loss Control Internal Service Fund's fund balance.

Amendment to 2023 Budget					
<b>Financing Changes</b>					
Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
Loss Control	Use of Fund Balance	Loss Claim for Northwoods Park Safety Netting	\$ -	\$ 89,802.00	\$ 89,802.00
					\$ -
			Total	\$ 89,802.00	
<b>Spending Changes</b>					
Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
Loss Control	Loss Control Charges	Loss Claim for Northwoods Park Safety Netting	\$ -	\$ 89,802.00	\$ 89,802.00
					\$ -
			Total	\$ 89,802.00	

**City of Brooklyn Park Financial Analysis**



City Council Meeting Date: 3/27/2023

RFCA Title: Authorize the Replacement of Storm Damaged Safety Netting at Northwoods Park

Agenda Section/Number: 4.3

Fiscal Analysis/Explanation for Budget Amendment:

On December 15, 2022, the safety netting surrounding the baseball fields at Northwoods Park collapsed due to the heavy snow. The netting has been deemed a total loss by our insurance adjustors. The purpose of the Loss Control Fund is to pay for our insurance premiums and cover any losses that the City experiences that fall within the deductible limits and receive any insurance claim settlements. We have a \$5,000.00 deductible per occurrence. Loss Control will coordinate the insurance payment from LMCIT, minus the \$5,000.00 deductible. If we do not proceed with this replacement, spectators and baseball players are at risk of being struck by errant baseballs. Proposals for repair and replacement of the netting were solicited from two companies. It is being recommended to award the work to the lowest bidder, Upper Midwest Athletic Construction for a cost of \$89,802, plus any incidentals needed to complete the repairs. The costs for this replacement will come from the Loss Control Fund.

Changes to the GENERAL LEDGER Budget					
<b>Financing Changes</b>					
Fund	Revenue Classification	Description	Current Budget	Changes	Amended Budget
Loss Control	Use of Fund Balance	Loss Claim for Northwoods Park Safety Netting	\$ -	\$ 89,802.00	\$ 89,802.00
					\$ -
					\$ -
					\$ -
			Total <u>\$ 89,802.00</u>		
			Balanced Budget Check -		
<b>Spending Changes</b>					
Fund	Expense Classification	Description	Current Budget	Changes	Amended Budget
Loss Control	Loss Control Charges	Loss Claim for Northwoods Park Safety Netting	\$ -	\$ 89,802.00	\$ 89,802.00
					\$ -
					\$ -
			Total <u>\$ 89,802.00</u>		
			Balanced Budget Check -		

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.4	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Recreation and Parks
<b>Resolution:</b>	X	<b>Prepared By:</b>	Brad Tullberg, Director of Recreation and Parks
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	2	<b>Presented By:</b>	Brad Tullberg
<b>Item:</b>	Authorize City Manager to Enter into Professional Service Agreement with Design by Melo in the amount of \$165,00 to Provide Pre-Design and Design Development for Youth and Teen Recreation Center		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_\_ TO AUTHORIZE THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICE AGREEMENT WITH DESIGN BY MELO IN THE AMOUNT OF \$165,000 TO PROVIDE PRE-DESIGN AND DESIGN DEVELOPMENT FOR YOUTH AND TEEN RECREATION CENTER.

## Overview:

As part of the 2018 Park Bond Referendum, funding was allocated for an additional teen recreation center. Since 2018, staff have explored partnership opportunities but have not been able to find a willing partner. In evaluating the current service needs in the area of Zanewood Recreation Center, the financial implications of staffing and operating another facility, and the concentration of young people in the area, staff recommends the construction of additional space at Zanewood in addition to renovations of existing space.

On December 29, 2022, a Request for Proposal was advertised in the Sun Post seeking a consultant for the planning services for a youth and teen recreation center. The planning services were divided into three phases:

- 1) Community engagement, concept planning, pre-design
- 2) Design development
- 3) Bid document preparation

A total of eight (8) proposals were received. A staff team reviewed proposals and scheduled interviews with four design firms: Design by Melo, Kodet Architectural Group, Locus Architecture, and LHB, Inc. A panel of nine Recreation and Parks staff interviewed the four finalists and selected Design by Melo based on their understanding of project scope, community engagement, experience, and proposed costs.

Due to the uncertainty of the final design, staff is recommending to award for Phase 1 and Phase 2 at this time. Once the design development is complete, phase three services will be re-evaluated for alignment with the project scope.

**Budgetary/Fiscal Issues:**

- Funding for the Concept, Pre-Design Planning, and Design Development for the Youth and Teen Recreation Center is included in the \$26,000,000 Park Bond Referendum passed in November 2018.
- The Design by Melo total proposed cost for Phase 1 and Phase 2 is \$165,000.
- It is anticipated that Design by Melo would also provide the preparation of bid documents once design development is complete. An additional contract will be brought back to City Council for approval at a later date once the full scope of this work is determined.

**Attachments:**

- 4.4A RESOLUTION
- 4.4B TEEN CENTER DESIGN FEES



RESOLUTION #2023-

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICE AGREEMENT WITH DESIGN BY MELO IN THE AMOUNT OF \$165,000 TO PROVIDE PRE-DESIGN AND DESIGN DEVELOPMENT FOR YOUTH AND TEEN RECREATION CENTER.

WHEREAS, a Youth and Teen Recreation Center was part of the proposed 2018 Park Bond Referendum; and

WHEREAS, on December 29, 2022, a Request for Proposal was advertised in the Sun Post seeking a consultant for the planning services for a youth and teen recreation center; and

WHEREAS, the planning services were divided into three phases: Community engagement, concept planning, pre-design; Design development; Bid document preparation; and

WHEREAS, eight proposal were received and four consultants were interviewed for the project; and

WHEREAS, a panel of nine Recreation & Parks staff interviewed the four finalists and selected Design by Melo based on their understanding of project scope, community engagement, experience, and proposed costs; and

WHEREAS, the Design by Melo total proposed cost for Phase 1 and Phase 2 was \$165,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize the City Manager to enter into professional service agreement with Design by Melo in the amount of \$165,000 to provide pre-design and design development for youth and teen recreation center.

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 1 &amp; 2 Total</b>
Locus Architecture	\$ 103,517.50	\$ 101,027.50	\$ 204,545.00
Kodet Architecture	\$ 85,320.00	\$ 208,562.00	\$ 293,882.00
LHB	\$ 110,386.00	\$ 96,026.00	\$ 206,412.00
Design By Melo	\$ 28,500.00	\$ 136,500.00	\$ 165,000.00

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.5	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Recreation and Parks
<b>Resolution:</b>	X	<b>Prepared By:</b>	Brad Tullberg, Recreation and Parks Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Brad Tullberg
<b>Item:</b>	Authorize Application for Grant Funding through Hennepin Youth Sport Playground Grant		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_ TO AUTHORIZE APPLICATION FOR GRANT FUNDING THROUGH THE HENNEPIN YOUTH SPORTS PLAYGROUND GRANT PROGRAM.

## Overview:

The Twins Ballpark sales tax, approved by the Minnesota Legislature in 2006, funds the Hennepin Youth Sports Program. State legislation authorizing the construction of Target Field allows Hennepin County to use a portion of the 0.15% sales tax surcharge to grant over \$2 million dollars each year to Hennepin County communities to assist with youth activities. A total of \$250,000 annually has been made available for playground grants.

Hennepin County is currently soliciting applications for the Youth Sport Playground Grant. The purpose of the playground grant is to build and improve playground structures throughout Hennepin County. Grant funds may be used for new playground construction, playground renovations or improvements. The awards are paid as reimbursement to the local government unit after the playground structure has been installed and paperwork showing payment has been submitted. Grants up to \$50,000 are available.

Staff have reviewed grant requirements and agree to be bound by Hennepin County Grant Agreement and are prepared to be the fiscal agent for the award, to disburse the funds, and ensure the funds are used as listed in the application.

## Primary Issues/Alternatives to Consider:

Staff recommend authorization to submit application for the Hennepin Youth Sports Playground Grant.

## Budgetary/Fiscal Issues:

Staff is requesting up to \$50,000 in Hennepin Youth Sports Playground Grant funds to be used to construct the playground at the west unit of Mississippi Gateway Regional Park.

## Attachments:

4.5A RESOLUTION

RESOLUTION #2023-

RESOLUTION TO AUTHORIZE APPLICATION FOR GRANT FUNDING  
THROUGH THE HENNEPIN YOUTH SPORTS PLAYGROUND GRANT  
PROGRAM

WHEREAS, the Hennepin County Board of Commissioners, via the Hennepin Youth Sports Program, provides for capital funds to assist local government units of Hennepin County for the development of sports or recreational facilities; and

WHEREAS, The City of Brooklyn Park (hereinafter LGU) desires to develop the Mississippi Gateway Regional Park – west unit playground (hereinafter PROJECT).

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF BROOKLYN PARK:

- I. The estimate of the total cost of developing PROJECT shall be \$95,215.55 plus site excavation, concrete and asphalt trails costs. The LGU is requesting \$ 50,000 from the Hennepin Youth Sports Program and will assume responsibility for providing matching funds of \$ 45,215.55 plus the costs associated with site excavation, concrete and asphalt trails.
- II. The City of Brooklyn Park is the owner of the property where the PROJECT is located. The City of Brooklyn Park will own the property where PROJECT is located for at least the functional life of the facility, which is estimated to be 25 years. The PROJECT may not be converted to a non-public or non-recreational uses within this time period without the approval of Hennepin County.
- III. The City of Brooklyn Park agrees to assume one hundred (100) percent of operational and maintenance costs for PROJECT. The City of Brooklyn Park will operate PROJECT for its intended purpose as stated in the PROJECT application for the functional life of the facility.
- IV. LGU agrees to enter into necessary and required agreements with Hennepin County for the specific purpose of developing PROJECT and managing its long-term operation.
- V. That the City Manager is authorized and directed to execute the application for the Hennepin Youth Sports Program grant.

# City of Brooklyn Park

## Request for Council Action

<b>Agenda Item:</b>	4.6	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	XXX	<b>Prepared By:</b>	Amber Turnquest, Principal Planner
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	8	<b>Presented By:</b>	Paul Mogush, Planning Director
<b>Item:</b>	Final Plat and Technical Amendments to Tessman Ridge Resolutions		

### City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_ AMENDING RESOLUTION #2022-113 APPROVING PRELIMINARY PLAT FOR "TESSMAN RIDGE" SUBDIVIDING 6.16 ACRES INTO THREE LOTS AND ONE OUTLOT AT 6900 85TH AVENUE NORTH, SUBJECT TO CONDITIONS CONTAINED IN THE RESOLUTION.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_ APPROVING A FINAL PLAT FOR "TESSMAN RIDGE" SUBDIVIDING 6.16 ACRES INTO THREE LOTS AND ONE OUTLOT AT 6900 85TH AVENUE NORTH, SUBJECT TO CONDITIONS CONTAINED IN THE RESOLUTION.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_ AMENDING RESOLUTION #2022-114 APPROVING A SITE PLAN REVIEW AND VARIANCE FOR A 75-UNIT MULTIPLE FAMILY DWELLING AT 6900 85TH AVENUE NORTH, SUBJECT TO CONDITIONS CONTAINED IN THE RESOLUTION.

### Overviews

#### City Council

At the October 24, 2022 City Council meeting, the Council unanimously approved the Preliminary Plat for "Tessman Ridge." Internal plat lines have since been adjusted and the Plat Resolution must be amended to reflect the correct plat set dates. The applicant has also submitted a Final Plat for approval in addition to an amended Site Plan Resolution which must be revised to reflect current bonding and escrow figures. These technical amendments do not affect the substance of the approved plans.

#### Planning Commission

At the October 12, 2022 Planning Commission regular meeting, the commission recommended approval (6-2 with one member not voting) of the preliminary plat, site plan, and variances. There was one party present to speak at the public hearing.

#### Summary

In the spring of 2020, the Brooklyn Park Economic Development Authority (EDA) solicited qualifications from developers to provide a plan that would develop affordable or mixed-income housing with a potential for mixed use. Duffy Development responded with a proposal of a multi-phased, mixed-use development to eventually include 150 units of mixed-income housing and a small commercial use. Duffy Development was selected by the EDA to build out the site, which is currently owned by North Hennepin Community College (NHCC). The EDA holds an option to purchase the site from NHCC to resell in phases to the developer.

Duffy Development proposes to construct a 75-unit multifamily mixed-income housing development on the site located to the east of College Parkway, north of 85<sup>th</sup> Avenue North and west of Tessman Parkway. A multiple family dwelling is a permitted use in the Transit Oriented Development Center District (TOD-C) (§ 152.606). This application is for Phase I of the multi-phased development, which will take place over the next five to seven years.

This application has been reviewed for conformance with City Code Chapter 151: Subdivisions, as well as Chapter 152: Zoning, and it was found that this request meets all relevant requirements.

**Primary Issues/Alternatives to Consider:**

1. Approve the Preliminary Plat, Site Plan, and Variances as presented.
2. Approve Preliminary Plat, Site Plan, and Variances with modifications.
3. Deny the Preliminary Plat, Site Plan, and Variances based on certain findings.

**Budgetary/Fiscal Issues:**

There are no budgetary or fiscal impacts anticipated by this application.

**Attachments:**

- 4.6A RESOLUTION – AMENDMENT TO PRELIMINARY PLAT
- 4.6B RESOLUTION – FINAL PLAT
- 4.6C RESOLUTION – AMENDMENT TO SITE PLAN AND VARIANCES
- 4.6D PLANNING COMMISSION MINUTES
- 4.6E LOCATION MAP
- 4.6F APPLICANT SUBMISSIONS
- 4.6G RESIDENT SUBMISSIONS
- 4.6H PLAN SET

RESOLUTION #2023-

RESOLUTION AMENDING RESOLUTION #2022-113  
APPROVING PRELIMINARY PLAT FOR “TESSMAN RIDGE” SUBDIVIDING 6.16 ACRES  
INTO THREE LOTS AND ONE OUTLOT AT 6900 85<sup>TH</sup> AVENUE NORTH

Planning Commission File #22-117

WHEREAS, the plat of “Tessman Ridge” has been submitted in the manner required for platting of land under the Brooklyn Park Zoning and Subdivision codes and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly had thereunder on properties currently legally described as:

*Outlot B, Brooklyn Park Library Addition, Hennepin County, Minnesota*

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

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

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

WHEREAS, the proposed subdivision meets the minimum requirements of the High Density Residential designation of the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Preliminary Plat Request #22-117 “Tessman Ridge” shall be approved subject to the following conditions:

**1.00 DRAWINGS**

1.01 Preliminary plans on file in the City Clerk’s office dated plans for both properties on file in the City Clerk’s office are approved, subject to conditions listed below.

**2.00 BONDS, ESCROWS AND DIRECT PAYMENTS**

2.01 Payment of any special assessments on the property.

2.02 Payment of park dedication in the amount of \$\_\_\_\_\_ per lot on the three lots created for new construction shall be paid prior to recording the final plat

2.03 A Development Contract and bonding shall be required as a development bond or letter of credit in the amount of \$\_\_\_\_\_.00, a cash bond in the amount of \$\_\_\_\_\_.00, and a developer’s escrow in the amount of \$\_\_\_\_\_.00 as required by Chapter 152. The developer’s escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer’s responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

**3.00 REQUIRED DOCUMENTS**

3.01 Approval of Title by the City Attorney and all conditions therein.

- 3.02 A final plat showing the correct square footage for each lot area must be submitted prior to recording the final plat.

**4.00 GENERAL CONDITIONS**

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



RESOLUTION #2023-

RESOLUTION APPROVING A FINAL PLAT FOR “TESSMAN RIDGE” SUBDIVIDING 6.16 ACRES INTO  
THREE LOTS AND ONE OUTLOT AT 6900 85TH AVENUE NORTH

Planning Commission File #22-122

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

WHEREAS, said plat is in all respects consistent with the City plan and the regulations and requirements of the laws of the State of Minnesota and codes of the City of Brooklyn Park, Chapters 151 and 152; and

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

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

WHEREAS, the proposed subdivision meets the minimum requirements of the High Density Residential designation of the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Final Plat Request #22-117 “Tessman Ridge” shall be approved subject to the following conditions:

- A. Title review by the City Attorney and all conditions therein.
- B. Easement review by the City Engineer and all conditions therein.
- C. Submission of a CAD copy of the plat.
- D. Conformance to all Hennepin County comments. If Hennepin County requires changes to the final plat prior to filing, all changes must be approved by the Brooklyn Park City Council.

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

RESOLUTION #2023-

RESOLUTION AMENDING RESOLUTION #2022-114  
APPROVING A SITE PLAN REVIEW AND VARIANCES  
FOR A 75-UNIT MULTIPLE FAMILY DWELLING AT 6900 85<sup>TH</sup> AVENUE NORTH

Planning Commission File #22-117

WHEREAS, an application has been made by Duffy Development, for a Site Plan Review under the provisions of the City Code on properties legally described as:

*Outlot B, Brooklyn Park Library Addition, Hennepin County, Minnesota*

WHEREAS, the approved zoning of the property is TOD-C – Transit Oriented Development Center District, in which a multiple family dwelling is an approved use; and

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

WHEREAS, the matter has been referred to the Planning Commission who held the public hearing on October 12, 2022.

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

The Site Plan Review for multiple family dwelling is hereby approved with the following conditions:

**1.00 DRAWINGS**

- 1.01 Site, utility, landscaping, and grading plans for both properties on file in the City Clerk's office are approved, subject to conditions listed below.
- 1.02 Building elevations multiple family dwelling dated 08-05-2022 are approved to proceed to building permit, subject to conditions listed below.

**2.00 BONDS, ESCROWS AND DIRECT PAYMENTS**

- 2.01 A Development Contract and bonding shall be required as a development bond or letter of credit in the amount of **\$643,100.00**, a cash bond in the amount of **\$33,800.00**, and a developer's escrow in the amount of **\$20,300.00** as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

**3.00 REQUIRED DOCUMENTS**

- 3.01 All utility construction, drainage, grading and development plans must be approved by the City Engineer prior to receiving a building permit.

**4.00 GENERAL CONDITIONS**

- 4.01 Prior to building permitting, a cross access agreement that maintains vehicular access between College Parkway and the townhouse development to the north of the property must be signed.
- 4.02 Site Plan approval is contingent upon approval of Resolution #2022-113, a Resolution Approving Preliminary Plat for “Tessman Ridge” Subdividing 6.16 Acres into Three Lots and One Outlot at 6900 85<sup>th</sup> Avenue North.
- 4.03 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.
- 4.04 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.
- 4.05 No burying of construction debris shall be permitted on the site.
- 4.06 Dust control and erosion measures must be in place to prevent dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.07 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.08 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at time of building permit.
- 4.09 Prior to building permitting, the landscape plan including appropriate screening along the northern property line must be accepted by the City Engineer.

**5.00 VARIANCE**

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Brooklyn Park, that variances to performance standards in the Transit Oriented Development Zoning District (TOD) § 152.601 through 152.605 of City Code are required based on the requirements of § 152.034 of City Code:

- 5.01 The building width is permitted to be 276 feet.
- 5.02 One functional entry from 85<sup>th</sup> Avenue North is permitted.
- 5.03 The western side yard line is permitted to be 9 feet and the eastern side yard line is permitted to be a distance of 68 feet.
- 5.04 Minimum frontage buildout along 85<sup>th</sup> Avenue North is permitted to be 77.5%.
- 5.05 Façade glazing is permitted to be 29%.

**UNAPPROVED MINUTES****MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION  
Regular Meeting – October 12, 2022****1. CALL TO ORDER**

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

**2. ROLL CALL/PLEDGE OF ALLEGIANCE**

Those present were: Commissioners Cavin, Fraser, Husain, Kiekow, Klonowski, Reindorf (via Zoom), Turnham, and Udomah, and Xiong; Council Liaison West-Hafner; Planning Director Mogush; Associate Planner McDermott, and Principal Planner Turnquest.

Those arrived late: None

Those not present were: None

**3. EXPLANATION BY CHAIR****4. APPROVAL OF AGENDA**

MOTION KLONOWSKI, SECOND TURNHAM, TO APPROVE THE OCTOBER 12, 2022 AGENDA.

*MOTION CARRIED UNANIMOUSLY.*

**5. CONSENT AGENDA**

**A. Minutes** – September 14, 2022

**B. Minutes** – September 28, 2022

MOTION FRASER, SECOND KLONOWSKI, TO APPROVE THE OCTOBER 12, 2022 CONSENT AGENDA.

*MOTION CARRIED UNANIMOUSLY.*

**6. PUBLIC HEARING**

**A. Tessman Ridge** – Preliminary Plat, Site Plan Review and Variance Request #22-117 for a 6.16-acre site for a 75-unit multi-family dwelling on a property zoned Transit Oriented Development-Center (TOD-C).

Principal Planner Turnquest introduced the application for preliminary plat and site plan review with variances. She provided background information noting that the EDA selected Duffy Development to build out the site which is currently owned by North Hennepin Community College with a multi-phased, mixed income, multi-family, mixed-use development which will include 150 units of mixed income housing and a small commercial use. She stated that this request is for phase one which will be a 75-unit multi-family development, noting that is a permitted use in the district. She provided details on the subject property which is 6.16 acres in size and also reviewed the adjacent uses and current zoning. She stated that phase one would be proposed to take

place over the next five to seven years and would include three lots and one outlet. She provided details on the landscape plan, parking, access, proposed elevations and building materials. She stated that staff recommends approval of the requests with the noted conditions in the staff report.

The applicant was present to address any questions.

Commission Chair Husain opened the public hearing.

Wayne Looft, 6800 87<sup>th</sup> Lane, stated that as presented this request would include a childcare center. He was unsure of the size of the childcare center and whether there would be enough parking for that use. He commented that this would be four stories in height whereas there are no other buildings of that height in the area. He commented on the lack of employment in the area and therefore the people living here will need to be able to drive and have space to park.

Commission Chair Husain closed the public hearing but reminded the public that comments can be submitted via email to City Staff for consideration in the City Council agenda packet.

Commissioner Turnham asked the conditions that were recommended by staff.

Principal Planner Turnquest replied that those conditions are listed in the draft resolutions.

Planning Director Mogush replied that this use would be permitted in the district, therefore there are not conditions attached to the use but there would be conditions attached to the site plan.

Commissioner Udomah commented that this building would be four stories in height whereas there are not any other buildings of this height in the neighborhood. He asked how this façade would fit into the neighborhood.

Principal Planner Turnquest commented that the architectural standards for the TOD district do permit this type of development.

Commissioner Udomah commented that while he understands what is permitted, there is also a question of whether something will look good or fit into the area around it.

Principal Planner Turnquest replied that the code dictates what is or is not allowed. She stated that there have been multiple points of community engagement throughout this process, beginning in 2018 for this site and what could be proposed for development.

Commissioner Kiekow referenced the issue of parking and stated that typically there would be two vehicles per unit. He commented that as proposed there would be 150 units and 145 parking stalls which would not even be enough to have one vehicle per unit.

Principal Planner Turnquest replied that this request is for a single structure of 75 units, therefore the 145 parking stalls would serve those 75 units, which is a ratio of 1.9 stalls per unit.

Commissioner Kiekow asked if there are provisions to keep headlights from shining into the bedrooms of the adjacent townhomes.

Principal Planner Turnquest replied that there are landscaping and screening requirements that would be required to be added as those are not shown on the proposed plan. She stated that condition is listed in the draft resolution to ensure sufficient screening is providing.

Commissioner Kiekow referenced the property to the northwest and asked the plan for that property.

Principal Planner Turnquest replied that property would remain under the ownership of the EDA.

Planning Director Mogush replied that property would remain with the EDA as it may be needed in the future for a well to serve the infrastructure of the City.

Commissioner Kiekow recognized that this is the first development within the TOD district but commented that a large four-story building would not fit well into a single-family residential area.

Commissioner Xiong asked the height restriction for this type of building without the variance request.

Principal Planner Turnquest stated that ultimately a height variance was determined not to be necessary.

Commissioner Xiong echoed the comments of the other members that four stories would be quite large for this area. He asked if there is only one entrance and exit to the building and whether that is a safety concern.

Principal Planner Turnquest confirmed that there is only one vehicular entrance into the site and replied that the fire department does not have any concerns as proposed because there is sufficient turning radius for emergency vehicles.

Commissioner Xiong asked if a retention pond would be required for this site.

Principal Planner Turnquest replied that there were no comments related to water management for the property.

Jeff Von Feldt, Duffy Development, commented that they will be using an underground storage tank which will be housed under the northwest portion of the parking lot. He explained that the stormwater would flow to that underground tank and then to the north to the pond.

Commissioner Xiong asked if that would over capacitate the retention pond. He asked if the watershed district would be involved in that review.

Mr. Von Feldt replied that they have gone through the entire stormwater modeling process, and it has been determined that the pond would be sufficient, noting that the underground storage tank would slow the flow to that pond.

Commissioner Klonowski asked if TIF funds or other City funds are being contributed to this project.

Planning Director Mogush confirmed that the EDA has been involved in this site for many years and reviewed the financing that is being provided towards the project from both the City, HRA, and Hennepin County.

Mr. Von Feldt stated that 55 units would have affordability restrictions through the tax credit program, eight additional units would be available for very low-income residents as a result of the TIF financing, and 12 units would be market rate.

Commissioner Klonowski referenced a past project that had issues with the contractor and wanted to ensure that there is a plan in place to ensure that does not occur again.

Mr. Von Feldt replied that because most of their money comes from governmental agencies, there are strict guidelines on compliance with fair wages and equal opportunity programs. He stated that they will bid the project out to multiple contractors that they have worked with in the past and know that they follow fair practices.

Commissioner Klonowski asked how the developer would address a subcontractor if those types of issues were to arise.

Mr. Von Feldt explained that they would contract with a contractor and therefore if there was an issue with a subcontractor, they would work with the contractor to correct that issue.

Commissioner Klonowski asked if the City has a plan in place to ensure those types of scenarios.

Planning Director Mogush stated that there were lessons learned from that previous experience and noted that City staff have been engaging with union leaders to ensure that does not occur again.

Commissioner Udomah asked the timeline for construction.

Mr. Von Feldt reviewed the timeline which would begin construction in the spring with about 15 months for construction dependent on supplies and labor.

Commissioner Udomah asked how it was decided that this big building in a neighborhood would be the best use of the land.

Mr. Von Feldt replied that they responded to a request from the City of what the City wanted to see on the site. He commented that there had been numerous public meetings in planning this area and the TOD area and out of those meetings, the City determined that this site would be identified for high-density residential use. He noted that they responded to the RFQ from the City with this proposal.

Commissioner Udomah commented that this building will impact the value of the existing homes in the area, whether that is positive or negative, and therefore he was simply attempting to find out the information that was used in making these decisions.

Commission Chair Husain asked if Duffy Development would own these properties.

Mr. Von Feldt explained how the housing tax credit program works, noting that there would be a partnership involving an investor. He stated that the investor would have a 15-year commitment while Duffy would have at least a 40-year commitment to the affordable housing units. He stated that Duffy Development has a long history of building and maintaining affordable housing units and buildings. He stated that the EDA would retain lot one for now and hopefully in a few years they would move forward on the next phase on lot one.

Commission Chair Husain asked if construction would be easier if the eastern side were developed first.

Mr. Von Feldt replied that he would not say it would be easier to begin with that side. He stated that this layout provides more benefit for the commercial use.

Commission Chair Husain asked if there would be traffic lights on College Parkway.

Principal Planner Turnquest replied that while that might be a possibility in the future, engineering does not warrant that improvement at this time.

Commissioner Xiong asked for input from the neighborhood and community engagement.

Planning Director Mogush stated that the process goes back to the station area planning that was done at 85<sup>th</sup> and West Broadway. He stated that process then led to a corridor development initiative process, similar to the recent Nobile park and ride study. He stated that the engagement was about more than the physical characteristics and focused on a larger scale of what would be feasible and what would best serve the regional investment in transit that is taking place. He highlighted some of the priorities that were identified through that process, such as maintaining the access to the townhomes to the north.

MOTION KLONOWSKI, SECOND CAVIN, TO RECOMMEND APPROVAL OF RESOLUTION APPROVING PRELIMINARY PLAT FOR "TESSMAN RIDGE" SUBDIVIDING 6.16 ACRES INTO THREE LOTS AND ONE OUTLOT AT 6900 85<sup>TH</sup> AVENUE NORTH, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

A ROLL CALL VOTE WAS PERFORMED:

COMMISSIONER CAVIN	AYE
COMMISSION CHAIR HUSAIN	AYE
COMMISSIONER REINDORF	AYE
COMMISSIONER KIEKOW	NAY
COMMISSIONER FRASER	AYE
COMMISSIONER TURNHAM	AYE
COMMISSIONER UDOMAH	AYE
COMMISSIONER KLONOWSKI	AYE
COMMISSIONER XIONG	NAY

*MOTION CARRIED.*

MOTION KLONOWSKI, SECOND CAVIN, TO RECOMMEND APPROVAL OF RESOLUTION APPROVING A SITE PLAN REVIEW AND VARIANCE FOR A 75-UNIT MULTIPLE FAMILY



DWELLING AT 6900 85<sup>TH</sup> AVENUE NORTH, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

FURTHER DISCUSSION: COMMISSIONER UDOMAH COMMENTED THAT HE HAS CONCERN WITH THE HEIGHT OF THE BUILDING AND HOW IT WILL FIT INTO THE AREA.

PLANNING DIRECTOR MOGUSH NOTED THAT THE ZONING DISTRICT DOES ALLOW A HEIGHT OF UP TO SIX STORIES, THEREFORE THE COMMISSION OR CITY COUNCIL WOULD NOT HAVE THE AUTHORITY TO REQUIRE THE DEVELOPER TO HAVE LESS THAN THE NUMBER OF STORIES PROPOSED AS IT IS ALLOWED WITHIN THE ZONING DISTRICT.

MOTION KIEKOW, SECOND UDOMAH, TO AMEND THE MOTION TO ADD THE STIPULATION THAT A HARD BARRIER WALL BETWEEN THE TOWNHOMES AND THE PROPOSED APARTMENT BE ADDED TO SCREEN VEHICLE HEADLIGHTS AND NOISE FROM THE APARTMENT.

FURTHER DISCUSSION: COMMISSIONER CAVIN COMMENTED THAT AS LONG AS THE APPLICANT MEETS THE CODE REQUIREMENTS, WHETHER THAT IS DONE THROUGH LANDSCAPING OR OTHER MEANS, HE WAS UNSURE WHY UNDO BURDEN SHOULD BE PLACED UPON THE APPLICANT. HE STATED THAT HE WILL NOT BE SUPPORTING THE AMENDMENT.

COMMISSIONER KLONOWSKI AGREED WITH COMMISSIONER CAVIN. SHE NOTED THAT THE COMMUNITY WAS INVOLVED AND DID NOT REQUEST A FENCE, THEREFORE SHE DID NOT SEE THE NEED FOR THIS AMENDMENT.

COMMISSIONER XIONG COMMENTED THAT HE WILL BE SUPPORTING THE AMENDMENT. HE STATED THAT THE COMMUNITY ENGAGEMENT BEGAN YEARS AGO AND THERE IS NOT RECORD OF THOSE COMMENTS TONIGHT, THEREFORE HE SUPPORTS THE AMENDMENT.

PRINCIPAL PLANNER TURNQUEST STATED THAT IF THE SCREENING IS LIMITED TO A WALL THERE MAY BE GRADE CHANGES THAT PROHIBIT THAT WHICH IS WHY THE CONDITION AS DRAFTED WOULD ALLOW A WALL OR VEGETATIVE SCREENING. HE NOTED THAT THE APPLICANT'S PLAN MUST BE UPDATED TO SHOW THAT SCREENING PRIOR TO THE CITY COUNCIL REVIEW.

COMMISSIONER KIEKOW COMMENTED THAT VEGETATION AND LANDSCAPING WILL NOT BE ADEQUATE TO SCREEN THE NOISE AND LIGHTS FROM THIS PROJECT AND THEREFORE HE BELIEVES A WALL WOULD BE NECESSARY.

A ROLL CALL VOTE WAS PERFORMED:

COMMISSIONER CAVIN	NAY
COMMISSION CHAIR HUSAIN	AYE
COMMISSIONER REINDORF	AYE
COMMISSIONER KIEKOW	NAY
COMMISSIONER FRASER	AYE

COMMISSIONER TURNHAM	NAY
COMMISSIONER UDOMAH	AYE
COMMISSIONER KLONOWSKI	NAY
COMMISSIONER XIONG	NAY

*MOTION FAILED.*

A ROLL CALL VOTE WAS PERFORMED:

COMMISSIONER CAVIN	AYE
COMMISSION CHAIR HUSAIN	AYE
COMMISSIONER REINDORF	AYE
COMMISSIONER KIEKOW	NAY
COMMISSIONER FRASER	AYE
COMMISSIONER TURNHAM	AYE
COMMISSIONER UDOMAH	AYE
COMMISSIONER KLONOWSKI	AYE
COMMISSIONER XIONG	NAY

*MOTION CARRIED.*

Planning Director Mogush stated the public hearing item is scheduled to be reviewed at the City Council meeting on October 24, 2022.

## **7. ADJOURNMENT**

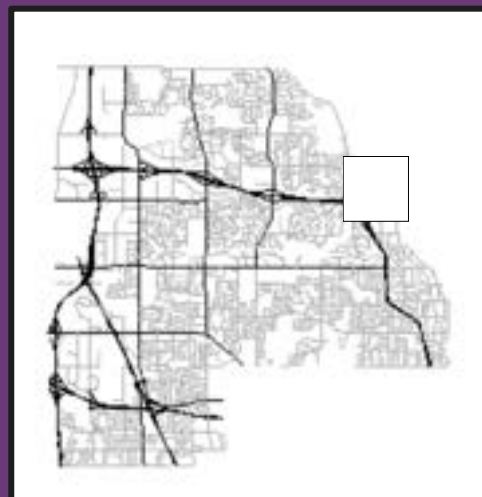
Commission Chair Husain adjourned the meeting at 8:34 PM.

Respectfully submitted,

Devon Miller  
Planning Program Assistant



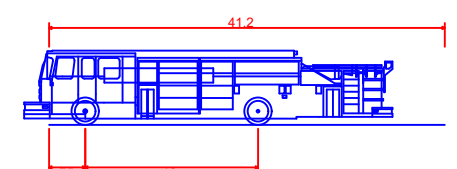
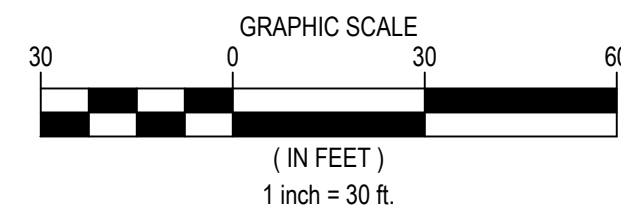
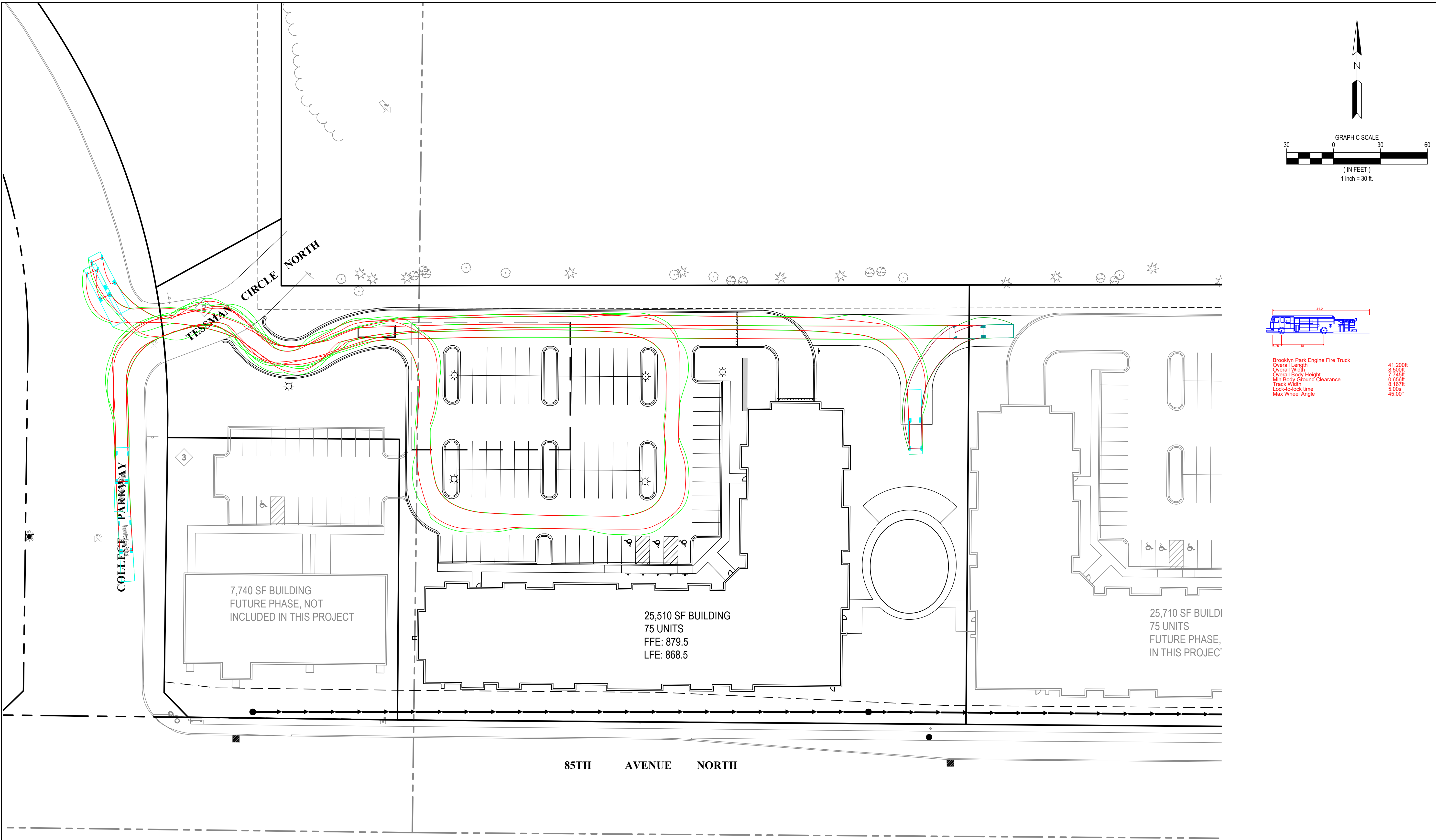
**Preliminary Plat, Site Plan Review, Variance  
Case #22-117 – Tessman Ridge**  
Area of Request (Spring 2018 Air Photo)  
6900 85<sup>th</sup> Avenue North



**Brooklyn Park** 

9/12/2022 11:04:34 AM

U:\2277650\TBRCKLN PARK APARTMENTS\DESIGN\1\_CADD\2 EXHIBITS\2022-09-12 TURNING MOVEMENTS 2.dwg



Brooklyn Park Engine Fire Truck  
 Overall Length 41.200ft  
 Overall Width 8.500ft  
 Overall Body Height 7.745ft  
 Min Body Ground Clearance 0.558ft  
 Track Width 8.167ft  
 Lock-to-lock time 5.06s  
 Max Wheel Angle 45.00°

**Stantec**  
 7500 OLSON MEMORIAL HWY  
 SUITE 300  
 GOLDEN VALLEY, MN 55427  
 PHONE: 763-262-6800  
 FAX: 952-831-1268  
 WWW.STANTEC.COM

CLIENT:  
  
 Duffy Development Company, Inc.

PROJECT TITLE  
**TESSMAN RIDGE APARTMENTS**  
 6900 85TH AVE N  
 BROOKLYN PARK, MN 55445

DATE	DESCRIPTION	ISSUE NO.
09/29/2022	CITY SUBMITTAL	1

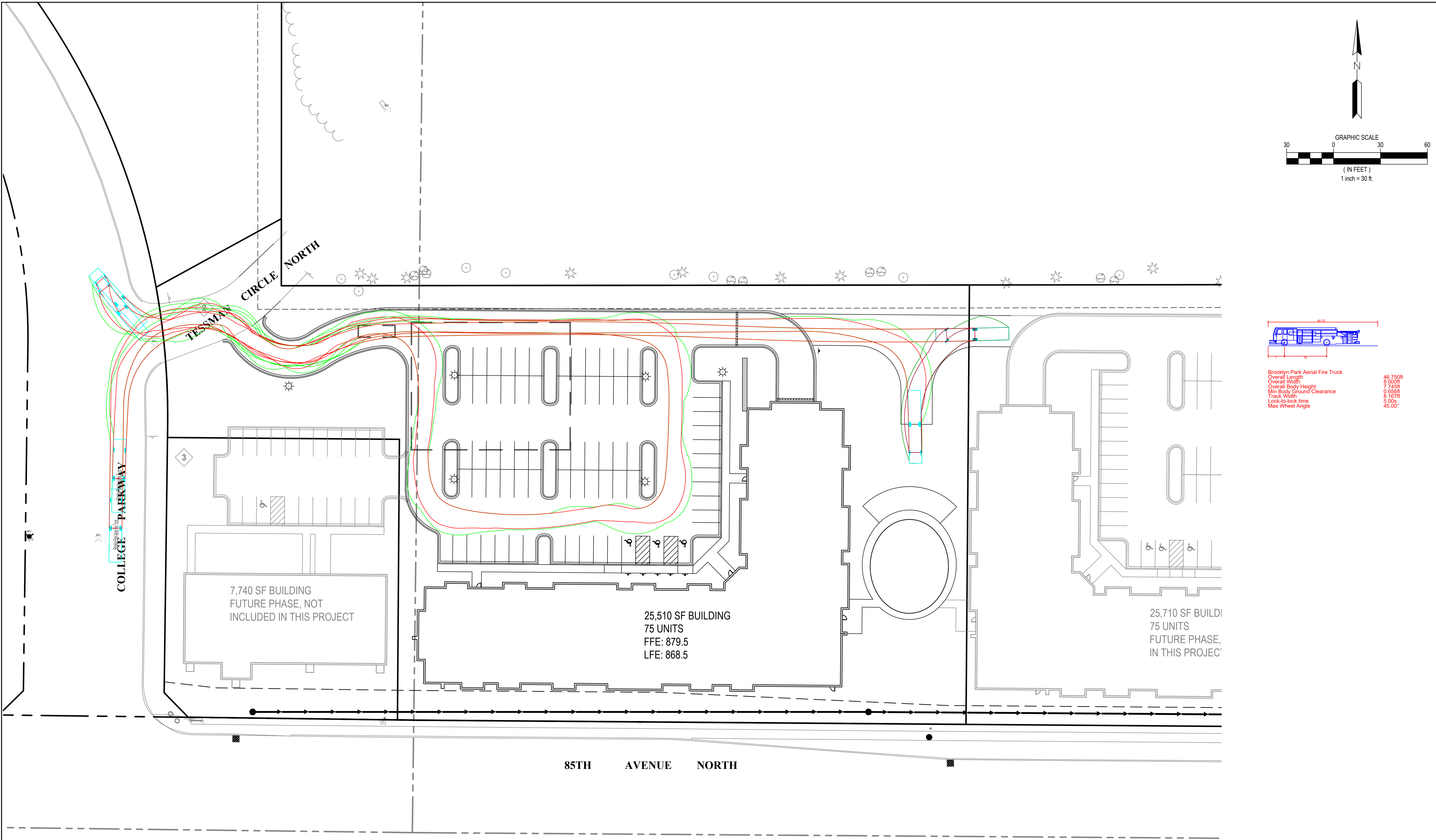
CERTIFICATION:  
 I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PROJECT NO.:	227705017	
DWN BY:	CHKD BY:	APPD BY:
HKK	JRA	JRA
ISSUE DATE:	09/12/2022	
ISSUE NO.:	1	
SHEET TITLE:	TURNING MOVEMENTS	
SHEET NO.:	EX-1	

**WARNING:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.  
 THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.  
 CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
 TWIN CITY AREA: 651-454-0002  
 TOLL FREE 1-800-252-1166

9/12/2022 11:04:35 AM

U:\2277650\TBRCCOCLIN PARK APARTMENTS\DESIGN\1\_CADD\2\_EXHIBITS\2022-09-12\_TURNING MOVEMENTS 2.dwg



**Stantec**  
 7500 OLSON MEMORIAL HWY  
 SUITE 300  
 GOLDEN VALLEY, MN 55427  
 PHONE: 763-262-6800  
 FAX: 952-831-1268  
 WWW.STANTEC.COM

CLIENT:

**TESSMAN RIDGE APARTMENTS**  
 6900 85TH AVE N  
 BROOKLYN PARK, MN 55445

DATE	DESCRIPTION	ISSUE NO.
09/29/2022	CITY SUBMITTAL	1

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.

PROJECT NO.: 227705017  
 DWN BY: HKK  
 CHKD BY: JRA  
 APPD BY: JRA  
 ISSUE DATE: 09/12/2022  
 SHEET TITLE: TURNING MOVEMENTS

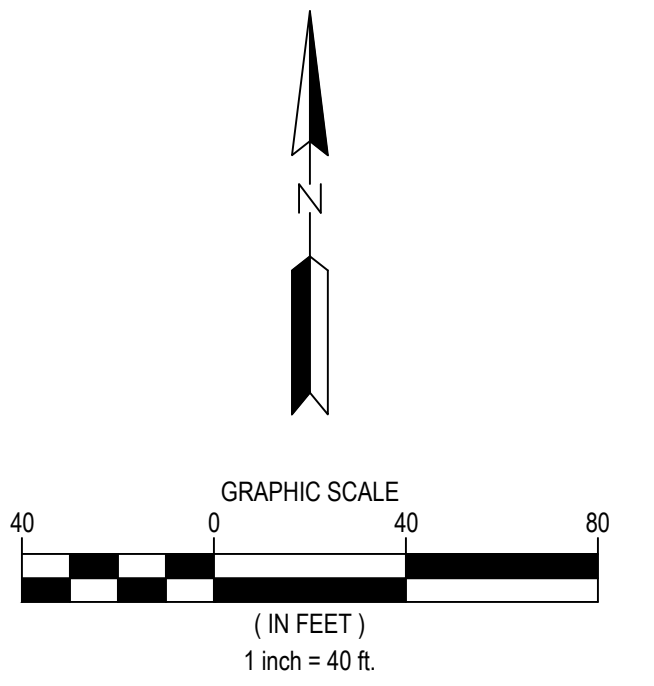
SHEET NO.: EX-2

**WARNING:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.  
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 CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
 TWIN CITY AREA: 651-454-0002  
 TOLL FREE 1-800-252-1166

**Stantec**  
 7500 OLSON MEMORIAL HWY  
 SUITE 300  
 GOLDEN VALLEY, MN 55427  
 PHONE: 763-252-6800  
 FAX: 952-831-1268  
 WWW.STANTEC.COM

CLIENT:  
  
**Duffy Development Company, Inc.**

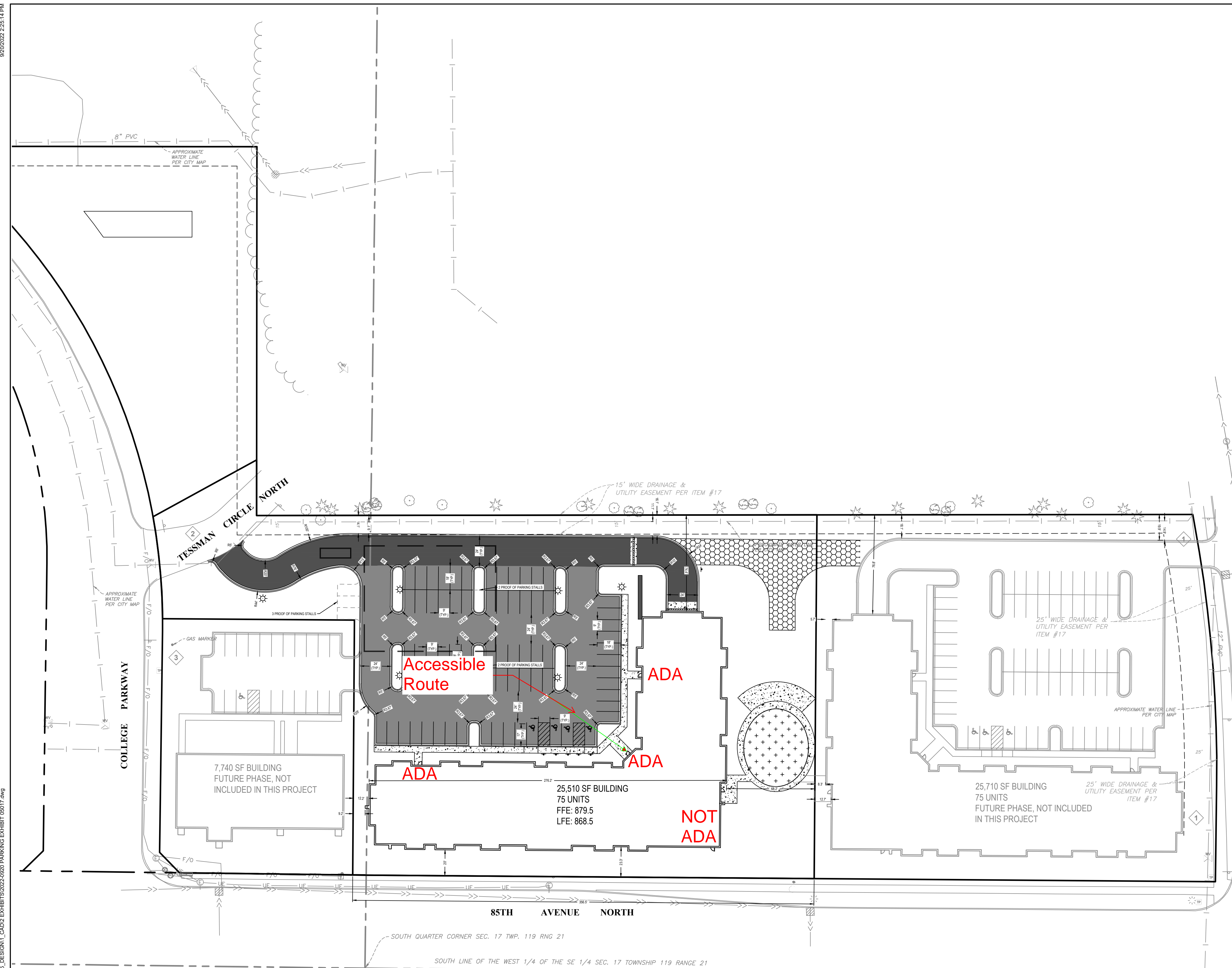
**TESSMAN RIDGE APARTMENTS**  
 6900 85TH AVE N  
 BROOKLYN PARK, MN 55445



**LEGEND**

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	CURB AND GUTTER
	BITUMINOUS PAVEMENT
	PATCH BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	CONCRETE SIDEWALK
	REINFORCED TURF EMERGENCY VEHICLE ACCESS
	PLAYGROUND
	RETAINING WALL BY OTHERS
	PROPOSED PARKING COUNT

- NOTES**
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
  - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED
  - DESIGN BY OTHERS ITEMS SHOWN FOR REFERENCE ONLY. EXACT LOCATION, DETAIL, AND DESIGN BY OTHERS. COORDINATE WITH PROJECT PARTNERS TO OBTAIN RELATED CONSTRUCTION DOCUMENTS/DRAWINGS



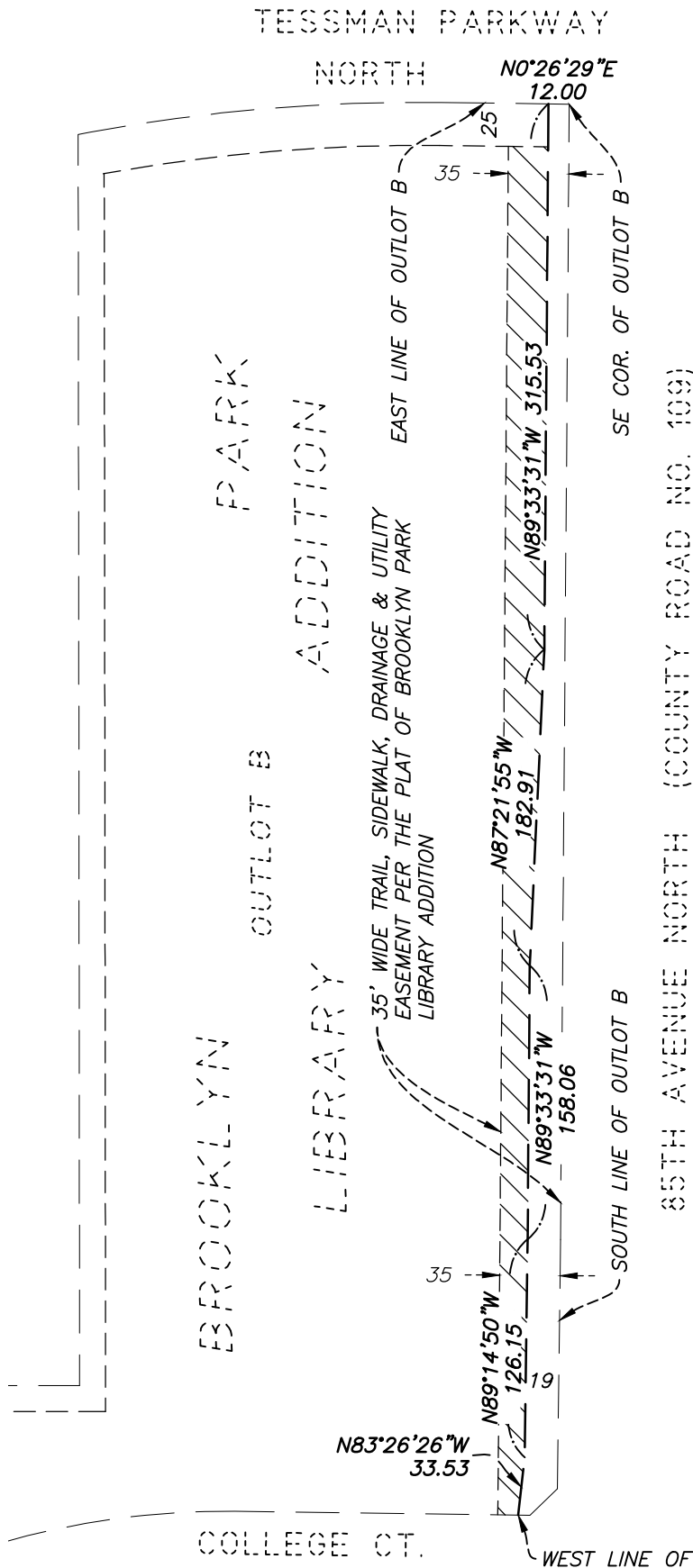
**WARNING:**  
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THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
 TWIN CITY AREA- 651-454-0002  
 TOLL FREE 1-800-252-1166

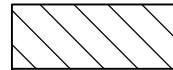
PROJECT TITLE	TESSMAN RIDGE APARTMENTS		
ISSUE NO.	1	DATE	09/20/2022
DESCRIPTION	CITY SUBMITTAL		
CERTIFICATION:	I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		
PROJECT NO.:	227705017	DWN BY:	HKK
ISSUE DATE:	09/20/2022	CHKD BY:	JRA
ISSUE NO.:	1	APPD BY:	JRA
SHEET TITLE:	SITE EXHIBIT		
SHEET NO.:	EX.1		

U:\227705017\BROOKLYN PARK APARTMENTS\DESIGN\1\_CADD\EXHIBITS\2022-09-20 PARKING EXHIBIT (65017).dwg  
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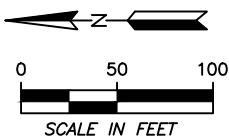


**LEGAL DESCRIPTION OF EASEMENT AREA TO BE VACATED:**

That part of the sidewalk, trail, drainage and utility easement, as shown embraced within Outlot B, BROOKLYN PARK LIBRARY ADDITION, Hennepin County, Minnesota, Except for the east 25.00 feet thereof, and as described per Document No. 3105772, which lies easterly of the following described line:  
 Commencing at the southeast corner of said Outlot B; thence on an assumed bearing of North 00 degrees 26 minutes 29 seconds East 12.00 feet to the point of beginning of said line; thence North 89 degrees 33 minutes 31 seconds West 315.53 feet; thence North 87 degrees 21 minutes 55 seconds West 182.91 feet; thence North 89 degrees 33 minutes 31 seconds West 158.06 feet; thence North 89 degrees 14 minutes 50 seconds West 126.15 feet; thence North 83 degrees 26 minutes 26 seconds 33.53 feet to the west line of said Outlot B and said line there terminating.



DENOTES EASEMENT AREA TO BE VACATED



		PROJECT TITLE			
		EASEMENT VACATION EXHIBIT			
CLIENT NAME	DWN BY	CHK'D	APP'D	DWG DATE	19-SEP-22
	GJB	XXX	XXX	SCALE	1" = 100'
DUFFY DEVELOPMENT COMPANY INC.	PROJECT NO.	SHEET NO.			
	227704937				1 OF 1

# DUFFY DEVELOPMENT COMPANY

---

REAL ESTATE DEVELOPMENT  
AND CONSTRUCTION MANAGEMENT

August 5, 2022

Ms. Amber Turnquest  
Principal Planner  
City of Brooklyn Park  
5200 85<sup>th</sup> Avenue N.  
Brooklyn Park, MN 55443

**RE: Tessman Ridge Apartments Preliminary Plat**

Dear Ms. Turnquest:

This letter will serve as our request to have an application for a preliminary and final plat be reviewed by the Planning Commission and City Council.

The proposed development is the first phase of a multi-phased project that will build out over the next five to seven years. This Phase I development will consist of a 75-unit, mixed-income apartment building to provide housing for families. The majority of the units will serve households with incomes at 30% of the Area Median (AMI) Income and 50% of the AMI. Twelve of the units will be unrestricted by incomes.

The building will consist of four stories with underground parking to be built on approximately 2.7 acres of land. The site is currently owned by the State of Minnesota Colleges and Universities and the City of Brooklyn Park EDA has a purchase agreement site control. Duffy Development will purchase the land from the EDA for this and future phases.

The Development team consists of Duffy Development as the team lead. The architect is Cole Group Architects with an office located in St. Cloud. The civil engineer and surveyor is Stantec Engineering with offices in Maple Plain and Golden Valley. A general contractor has not been selected at this time.

Thank you for taking the time to review this application. We appreciate your time and effort and look forward to your feedback.

Sincerely,



Jeffrey J. Von Feldt

CEO, Duffy Development Company, Inc.



September 23, 2022

Ms. Amber Turnquest  
Principal Planner  
City of Brooklyn Park  
5200 85<sup>th</sup> Avenue N.  
Brooklyn Park, MN 55443

**RE: Tessman Ridge Apartments Planning Application**

Dear Ms. Turnquest:

In a follow-up to the planning application submittals and in preparation for the Planning Commission meeting on October 12, 2022, I have the following updates incorporated into the latest site plan. I have enclosed two documents with this letter:

- Site Plan showing building locations and pertinent dimensions from property lines to reflect zoning code compliance/non-compliance.
- Zoning code spreadsheet to identify where, in writing, this project meets or does not meet zoning code.

Below, I will identify the items needing variance from the TOD-C zoning code following in the order of the spreadsheet noted above.

1. **Building Height.** Although the overall height of the building does not require a variance, the floor to ceiling height of the 1<sup>st</sup> floor is required to be at least 12 feet. We are requesting this variance due to the substantial cost and limited funding available for affordable housing. A new-construction apartment building unit with 12-foot ceilings will be viewed very unfavorably by the funding partners that have already committed to this development. In trying to provide a compromise to this guideline, we've raised the 1<sup>st</sup> floor of the building approximately three feet above the street level grade. In keeping with the theme of the guideline, the height from the outside grade to the ceiling of the first floor will be at least 12 feet. Our housing units have proposed floor to ceiling heights of nine feet. The exterior finish of brick along the first level of the building tops out at approximately 15 feet which gives the perception of a much taller first floor height than it actually is. This code guideline is really meant to provide for a commercial use on the first floor which has never been considered as part of this project.
2. **Functioning Building Entries.** The TOD-C guideline calls for a functional building entrance into a habitable space at least every 80 feet along the main frontage of the building. In our initial submittal, we had accomplished this by providing a small deck at each unit along 85<sup>th</sup> Avenue. However, the requirement of a trail easement has limited the space available for the decks or any other building use along the frontage. In this current proposal, the decks have been removed and we are requesting a variance to this guideline. The site area is not large enough to

accomplish all of the goals for parking and unit mix to exist without building into the trail easement.

3. **Parking Access Width.** The TOD-C parking access width guideline is limited to 20 feet, however, the City Fire Marshall has determined the width to be inadequate for proper fire protection. Both the Fire Marshall and the developer agree that 24 feet driveway widths are adequate for this development. We are requesting a variance of the 20 foot drive lane to allow for 24 foot drive lanes throughout the surface parking area.
4. **Side Property Line.** The TOD-C zoning guidelines call for a side yard building setback to fall between 0 and six feet. We are asking for a variance for both the east and west side yard setbacks. On the west side of the building, the closest part of the building is 9 feet from the property line but the main wall of the building 12 from the property line. Considering the neighboring property is meant to site a one story child care facility, allowing a four-story apartment building so close would seem to overwhelm the smaller child care building. Providing for a little more space can also allow for proper grading between the two sites. On the east side of the building, we are proposing a side yard setback of approximately 68 feet. This setback space is to allow for a large playground area between the phase I and phase II apartment buildings. The Metropolitan Council has provided the City of Brooklyn Park with funding for the construction of this playground. The funds will be passed along to the development for final construction and the end product will be privately owned by the phase I property.
5. **Minimum Frontage Buildout.** The guidelines require that 80% of the lot frontage be built out with structures and no more than 20% can be open space along the frontage. We are requesting a variance to this guideline for Phase I and also for the entire master planned site. This planning application for the Phase I building provides for 276 feet of structure along the frontage that is approximately 356 feet wide. The percentage of buildout is 77.5%. However, the entire project that includes the two apartment buildings and the small commercial building has a buildout percentage of 83% which then meets the guideline requirement. We ask for the variance for Phase I knowing that the overall frontage from College Parkway to Tessman Parkway will meet the zoning guideline once fully built out.
6. **Building Width.** The building width guideline limits buildings to no more than 200 feet in width. As noted above, the Phase I apartment building is approximately 276 feet wide and the Phase II building will also be approximately 276 feet wide. We request this variance to stay within the design parameters of our original proposal that identified two 75-unit apartment buildings. To accomplish the same units in a 200-foot-wide building would require a six-story structure and although allowed by code, a six-story building on this site would not be within the character of the existing neighborhood. Additionally, it would limit the amount of underground parking and increase the need for more surface parking.
7. **Facade Glazing.** As proposed, the 1<sup>st</sup> floor of the building has glazing covering 29% of the façade. We are requesting a variance to this guideline because we have 1<sup>st</sup> floor residential units. Although large windows can sometimes be a positive for residents, having large windows on the first floor of a building can lead to unfavorable experiences and/or safety/security issues. In addition, the upper floors are only required to provide 15% glazing while our proposed building provides 23% on each floor. The size of the residential windows on all floors will provide more than adequate natural lighting to our residents. We've maximized the glazing at 1<sup>st</sup> floor non-residential areas of the building.

It is clear the TOD-C zoning code was developed to provide for a very dense urban setting that envisions first-floor commercial or retail space and very limited parking required. In 2020, our proposal in response to the City's Request for Qualification, was centered on housing with a small commercial use serving as a child-care facility. We have enjoyed working with City staff and value our partnership with the City in bringing this vision to reality. Funding has been secured from Minnesota Housing, Metropolitan Council and Hennepin County to allow this development to move forward. Duffy Development continues to maintain the same vision as originally presented, and in some cases, we are not able to accomplish the code elements because of the majority use as housing. We ask the City to consider the importance of the affordable and market rate housing being developed and to thoughtfully approve the requested variances to the zoning code.

I believe this is the extent of the requested variances to the zoning code. We will be available at your convenience to discuss the planning submittal and associated variance requests.

We appreciate your time and effort in reviewing this request.

Sincerely,

Jeffrey J. Von Feldt

CEO, Duffy Development Company, Inc.

**From:** [Planning](#)  
**To:** [Cheryl](#); [Planning](#)  
**Subject:** RE: Duffy Development  
**Date:** Tuesday, October 4, 2022 1:39:28 PM

---

Thank you for your comments on the Tessman Ridge project, they will be included in the packet for the Planning Commission member to consider. A public hearing for this proposal will be on October 12 at 7pm in Council chambers at City Hall (5200 85th Ave. N).

Please let me know if you have any questions.

Thank you,  
Amber

Amber Turnquest (she/her)  
Principal Planner  
W. 763-493-8310

-----Original Message-----

From: Cheryl  
Sent: Saturday, October 1, 2022 9:58 AM  
To: Planning <[planning@brooklynpark.org](mailto:planning@brooklynpark.org)>  
Subject: Duffy Development

I would like to see a traffic light on 85th either at Tessman Parkway or Tessman Farm Road. It is getting really hard to get out of the neighborhood. At the very least the timing of the current lights needs to change. Trying to get out going east on 85th is terrible! Add 75 more apartments to the mix and it will be impossible.

Cheryl Mickelson  
8615 Tessman Court N

Sent from my iPhone

**From:** [Dave Sukharan](#)  
**To:** [Amber Turnquest](#)  
**Subject:** Duffy Development Co, Tessman Ridge Development Project  
**Date:** Wednesday, October 12, 2022 8:39:13 PM

---

Hi Amber,

First off, you were awesome during the public hearing and provided great information (especially given the tough crowd!)

Brooklyn Park absolutely needs more affordable housing. How can we best prepare for the development and what should we expect?

I live in 8618 Tessman Cir N - that's the Townhouse that looks directly out to the site. My wife and I just moved in and pretend that the big field is ours . I'll miss it, but we love the project.

I'd love to see the documents that the commissioners were looking over as well as any plans that are public. In particular, I'm wondering what businesses will be opening on that bottom floor of the development!

Thanks for your work, Amber!

Plot Date & Time: 23 February 2023, 10:47 AM



CLIENT NAME  
**DUFFY DEVELOPMENT  
COMPANY INC.**

PROJECT TITLE  
**PRELIMINARY PLAT OF  
TRESSMAN RIDGE**

DWN BY JRN	CHK'D GJB	APP'D GJB	DWG DATE	SEE CERT.
PROJECT NO. 227704937			SHEET NO. 1 OF 1	

**GENERAL NOTES**

- Bearings shown hereon are based on the Hennepin County Coordinate System relative to the NAD83(11) control adjustment.
- Elevations and contours shown hereon were established with GPS and are relative to the NAVD88 vertical datum.

**LEGEND**

- |  |                        |
|--|------------------------|
| ○ SET 1/2"ODx14" IRON PIPE WITH PLASTIC CAP 46563 OR MAG NAIL W/WASHER | ⊠ ELECTRIC METER       |
| ● FOUND MONUMENT   | ⊠ ELECTRIC TRANSFORMER |
| ⊙ SANITARY SEWER MANHOLE   | ⊠ TRAFFIC SIGN         |
| ⊙ STORM SEWER INLET  | • BOLLARD/POST         |
| ⊙ STORM SEWER INLET  | ⊙ UTILITY POLE         |
| ⊙ HYDRANT  | ⊙ LIGHT POLE           |
| ⊙ COMMUNICATIONS PEDESTAL  | ⊙ STOP LIGHT           |
| ⊙ ELECTRIC MANHOLE   | ⊙ HAND HOLE            |
| ⊙ DECIDUOUS TREE   | ⊙ WATER VALVE          |
| ⊙ GAS MARKER   | ⊙ GAS MARKER           |
- 
- |                                    |                                      |
|------------------------------------|--------------------------------------|
| —>>—>> STORM SEWER                 | —>—> SANITARY SEWER                  |
| —G—G— UNDERGROUND FIBER OPTIC LINE | —COM— UNDERGROUND COMMUNICATION LINE |
| — — — UNDERGROUND WATER LINE       | —UE— UNDERGROUND ELECTRIC LINE       |

**LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED:**

Outlot B, BROOKLYN PARK LIBRARY ADDITION, Hennepin County, Minnesota

**PID/TAX PAYER/OWNER / PROPERTY ADDRESS:**

PID: 1711921430071  
TAX PAYER/OWNER: NORTH HENNEPIN COMMUNITY COLLEGE  
ADDRESS: 6900 85TH AVE. N BROOKLYN PARK, MN 55445

**PURPOSE AND PROPOSED NAME OF SUBDIVISION:**

TESSMAN RIDGE  
REPLAT EXISTING PLATTED LAND

**PLAT AREA SUMMARY**

TOTAL AREA TO BE PLATTED = 268034 sq. ft. (6.153 acres)

**BLOCK 1**

LOT 1 = 31,471 S.F. (0.72 AC.)  
LOT 2 = 111,113.96 S.F. (2.55 AC.)  
LOT 3 = 86,341 S.F. (1.98 AC.)

**OUTLOT A = 39143 S.F. (0.90 AC.)**

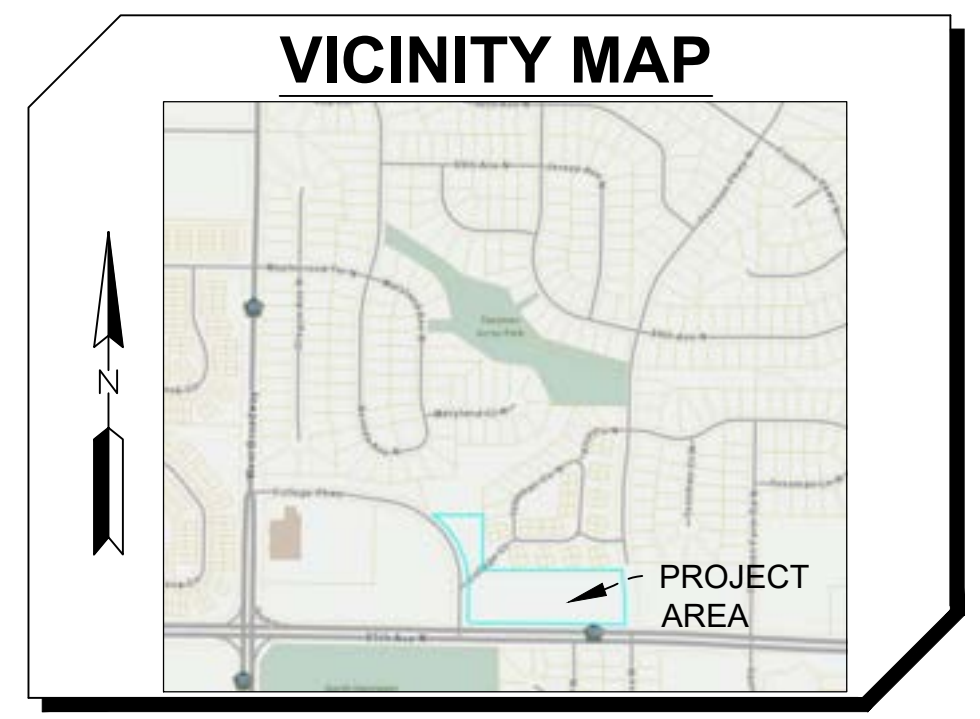
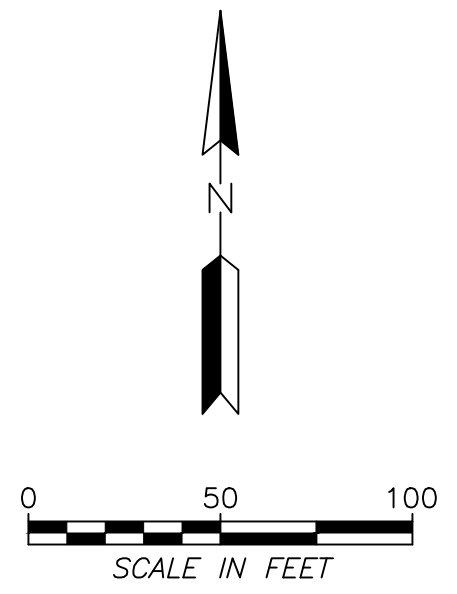
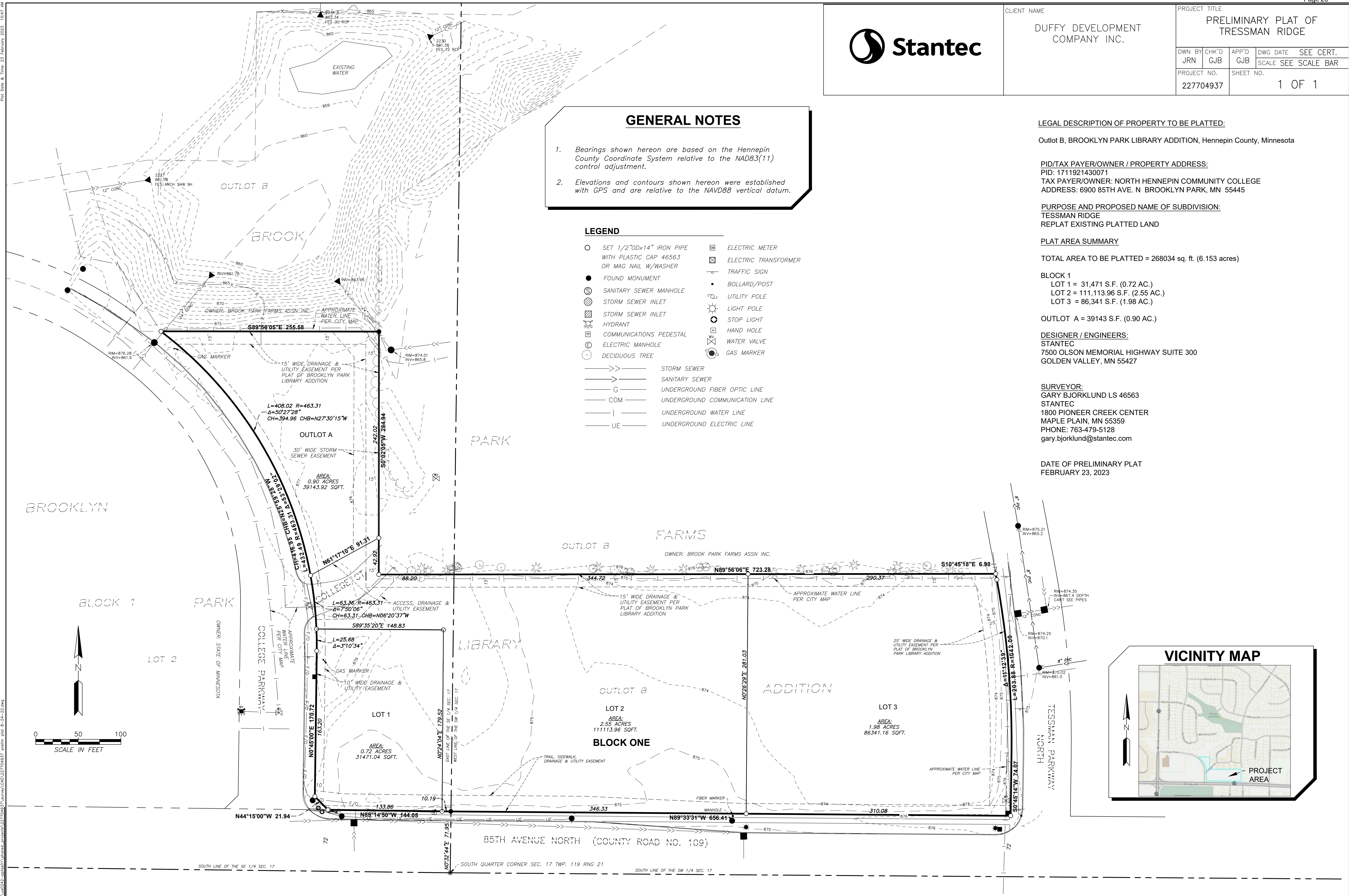
**DESIGNER / ENGINEERS:**

STANTEC  
7500 OLSON MEMORIAL HIGHWAY SUITE 300  
GOLDEN VALLEY, MN 55427

**SURVEYOR:**

GARY BJORKLUND LS 46563  
STANTEC  
1800 PIONEER CREEK CENTER  
MAPLE PLAIN, MN 55359  
PHONE: 763-479-5128  
gary.bjorklund@stantec.com

DATE OF PRELIMINARY PLAT  
FEBRUARY 23, 2023



\\j0242-arfdm01\shared\_projects\227704937\_plat\227704937\_plat\_8-24-22.dwg

# TESSMAN RIDGE

R.T. DOC. NO. \_\_\_\_\_  
C.R. DOC. NO. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:** That the State of Minnesota, owner of the following described property situated in the County of Hennepin, State of Minnesota to wit:

*Outlot B, BROOKLYN PARK LIBRARY ADDITION, Hennepin County, Minnesota.*

*(Abstract and Torrens)*

Has caused the same to be surveyed and platted as TESSMAN RIDGE.

In witness whereof said State of Minnesota, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: State of Minnesota

By: \_\_\_\_\_ Printed Name, Title \_\_\_\_\_

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of State of Minnesota, on behalf of the corporation.

\_\_\_\_\_  
(Notary's Signature) (Notary's Name Printed)

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires: \_\_\_\_\_

**SURVEYOR CERTIFICATE**

I Gary Bjorklund do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Gary Bjorklund, Licensed Land Surveyor  
Minnesota License No. 43055

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Gary Bjorklund.

\_\_\_\_\_  
(Notary's Signature) (Notary's Name Printed)

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires: \_\_\_\_\_

**CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA**

This plat of TESSMAN RIDGE was approved and accepted by the City Council of the City of Brooklyn Park, Minnesota at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Brooklyn Park, Minnesota

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor City Manager

**RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota**

I hereby certify that taxes payable in 20\_\_\_\_ and prior years have been paid for land described on this plat, dated this \_\_\_\_\_day of \_\_\_\_\_, 202\_\_\_\_.

Mark V. Chapin, County Auditor By \_\_\_\_\_ Deputy

**SURVEY DIVISION, Hennepin County, Minnesota**

Pursuant to MN. STAT. Sec. 383B.565 (1969) this plat has been approved this \_\_\_\_\_day of \_\_\_\_\_, 202\_\_\_\_.

Chris F. Mavis, County Surveyor By \_\_\_\_\_

**REGISTRAR OF TITLES, Hennepin County, Minnesota**

I hereby certify that the within plat of TESSMAN RIDGE was filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M.

Amber Bougie, Registrar of Titles By \_\_\_\_\_ Deputy

**COUNTY RECORDER, Hennepin County, Minnesota**

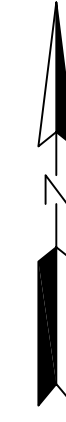
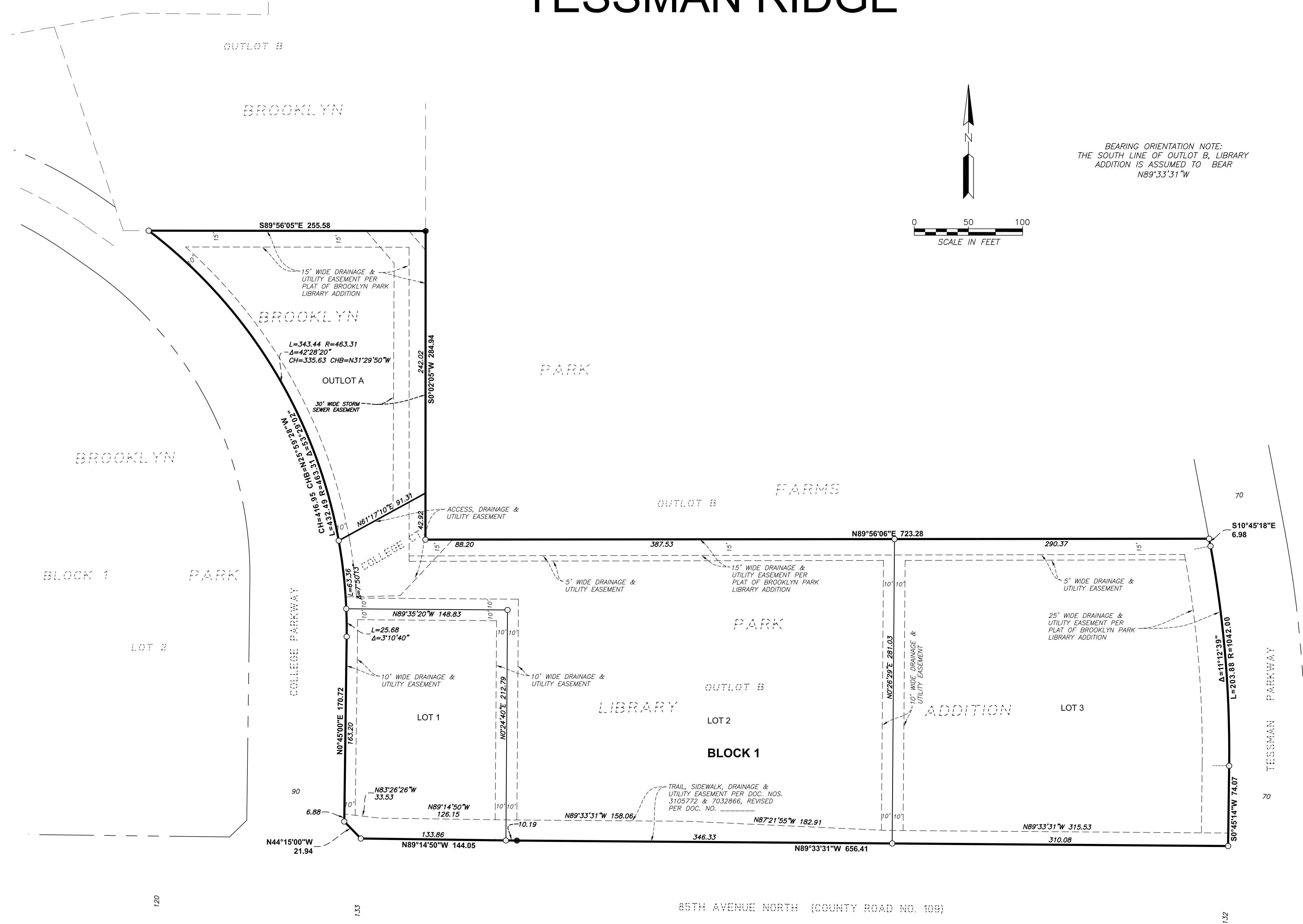
I hereby certify that the within plat of TESSMAN RIDGE was recorded in this office this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M.

Amber Bougie, County Recorder By \_\_\_\_\_ Deputy



# TESSMAN RIDGE

R.T. DOC. NO. \_\_\_\_\_  
C.R. DOC. NO. \_\_\_\_\_



0 50 100  
SCALE IN FEET

BEARING ORIENTATION NOTE:  
THE SOUTH LINE OF OUTLOT B, LIBRARY  
ADDITION IS ASSUMED TO BEAR  
N89°33'31"W

**LEGEND**

- SET 1/2 INCH O.D. x 14 INCH IRON PIPE WITH PLASTIC CAP MARKED 46563
- FOUND 1/2 INCH OPEN ENDED PIPE
- EASEMENT LINE

85TH AVENUE NORTH (COUNTY ROAD NO. 109)

CANDLEWOOD PLAT FOURTH

KENTUCKY AVE. N.

IDAHO AVE. N.





# CONSTRUCTION PLANS

## FOR

# TESSMAN RIDGE APARTMENTS

### BROOKLYN PARK, MINNESOTA 55445

### MARCH 2023



**OWNER**

**Duffy Development Company, Inc.**  
 DUFFY DEVELOPMENT COMPANY  
 12708 WAYZATA BLVD  
 SUITE 450  
 MINNETONKA, MN 55305  
 (E) - JVFONFELDT@DUFFYDEVELOPMENT.COM  
 CONTACT: JEFF VON FELDT

**ENGINEER**

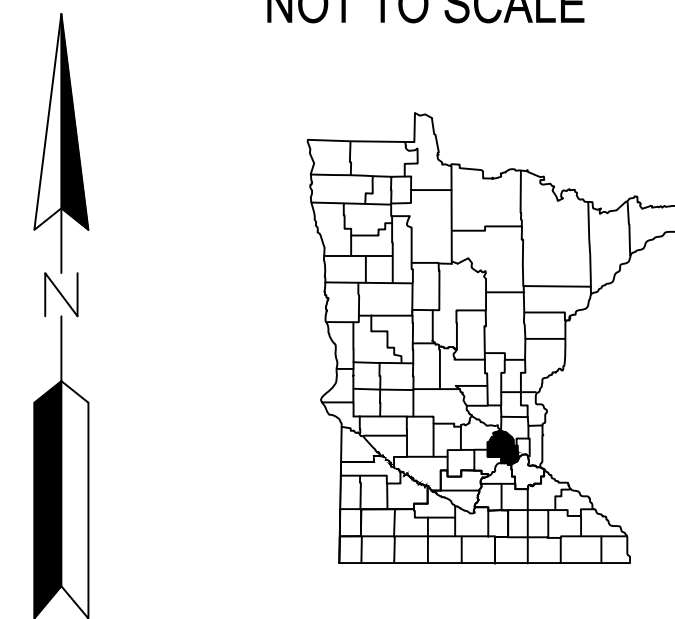
**Stantec**  
 STANTEC CONSULTING SERVICES INC.  
 733 MARQUETTE AVE  
 SUITE 1000  
 MINNEAPOLIS, MN 55402  
 (E) - JACK.AMMERMAN@STANTEC.COM  
 CONTACT: JACK AMMERMAN, P.E.

**ARCHITECT**

**COLE GROUP ARCHITECTS**  
 216 PARK AVE S  
 SUITE 102  
 ST. CLOUD, MN 56301  
 (E) - DAVID@COLEGROUPARCHITECTS.COM  
 CONTACT: DAVID MAJCHRZAK



**VICINITY MAP**  
NOT TO SCALE



**PROJECT LOCATION**  
 CITY: BROOKLYN PARK  
 COUNTY: HENNEPIN

THIS PLANSET CONTAINS 44 SHEETS

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
G-001	COVER SHEET
G-002	GENERAL NOTES
G-003	GENERAL NOTES
C-001	EXISTING CONDITIONS
C-002	OVERALL REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN
C-003	REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN
C-004	REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN
C-005	REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN
C-101	OVERALL SITE PLAN
C-102	SITE PLAN
C-103	SITE PLAN
C-104	SITE PLAN
C-201	OVERALL POST-CONSTRUCTION STABILIZATION PLAN
C-202	POST-CONSTRUCTION STABILIZATION PLAN
C-203	POST-CONSTRUCTION STABILIZATION PLAN
C-204	POST-CONSTRUCTION STABILIZATION PLAN
C-205	SWPPP
C-301	OVERALL GRADING PLAN
C-302	GRADING PLAN
C-303	GRADING PLAN
C-304	GRADING PLAN
C-401	OVERALL UTILITY PLAN
C-402	UTILITY PLAN
C-403	UTILITY PLAN
C-404	SANITARY PLAN AND PROFILE
C-405	SANITARY PLAN AND PROFILE
C-406	WATERMAIN PLAN AND PROFILE
C-407	WATERMAIN PLAN AND PROFILE
C-501	OVERALL STORM SEWER PLAN
C-502	STORM SEWER PLAN
C-503	STORM SEWER PLAN
C-504	STORM SEWER PLAN
C-801	DETAILS
C-802	DETAILS
C-803	DETAILS
C-804	DETAILS
C-805	DETAILS
C-806	DETAILS
C-807	DETAILS
L-101	LANDSCAPE PLAN
L-801	LANDSCAPE DETAILS
1-SHEET	PHOTOMETRIC PLAN
2-SHEET	PHOTOMETRIC DETAILS
3-SHEET	PHOTOMETRIC DETAILS

**WARNING:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
 TWIN CITY AREA- 651-454-0002  
 TOLL FREE 1-800-252-1166

TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

PROJECT TITLE

DATE	DESCRIPTION	ISSUE NO.
08/28/2022	CITY SUBMITTAL	1
10/12/2022	CITY RESUBMITTAL	2
03/09/2023	PRICING SET	3
02/28/2023	WATERSEED SUBMITTAL	4
03/17/2023	95% CONSTRUCTION DOCUMENTS	5

**CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER THE DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: \_\_\_\_\_  
 PROJECT NO.: 227705017

DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA  
 ISSUE DATE: 03/17/2023

ISSUE NO.: 5  
 SHEET TITLE: COVER SHEET

SHEET NO.: **G-001**

**GOVERNING SPECIFICATIONS**

1. CITY OF BROOKLYN PARK STANDARD SPECIFICATIONS AND REQUIREMENTS.
2. MINNESOTA DEPARTMENT OF TRANSPORTATION (MN/DOT) 'STANDARD SPECIFICATIONS FOR CONSTRUCTION' LATEST EDITION AND SUPPLEMENTS.
3. CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS FOR UTILITIES LATEST EDITION.
4. APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES

**GENERAL NOTES**

1. UNTIL REVISION BLOCK STATES 'ISSUED FOR CONSTRUCTION' THE PLAN SET IS NOT CERTIFIED FOR CONSTRUCTION AND CONTRACTOR IS BUILDING AT THEIR OWN RISK.
2. EXISTING CONDITIONS SHOWN ARE FROM A COMBINATION OF TOPOGRAPHIC SURVEY AND LIDAR DATA COMPLETED BY STANTEC CONSULTING SERVICES, INC, DATED AUGUST 3RD, 2022. EXISTING FEATURES MAY NOT BE EXACT TO THEIR LOCATION. CONTRACTOR RESPONSIBLE FOR VERIFYING THE CONDITIONS OF THE SITE AND MUST IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES OR VARIATIONS FROM THE DRAWINGS.
3. SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2 ENTITLED 'STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA'. EXACT LOCATION/DEPTH OF SUBSURFACE UTILITIES SUCH AS GAS, TELEPHONE, FIBER OPTIC, SEWER, WATER, PIPELINES, ELECTRICAL, AND CABLE TV ARE UNKNOWN AND THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.  
CONTRACTOR RESPONSIBLE FOR CONTACTING GOPHER STATE ONE CALL (1-800-252-1166) A MINIMUM OF 48 HOURS IN ADVANCE (EXCLUDING HOLIDAYS AND WEEKENDS) BEFORE STARTING WORK FOR LOCATIONS OF UNDERGROUND UTILITIES.
4. CONTRACTOR SHALL ANTICIPATE PRIVATE UTILITY CONFLICTS THROUGHOUT THE PROJECT SUB CUT AND TRENCH AREAS AND MUST COORDINATE THE RELOCATION OR PROTECTION OF EXISTING UTILITIES, OR INSTALLATION OF NEW UTILITIES WITH UTILITY OWNERS THAT MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE STARTING WORK. COSTS FOR SUCH WORK, INCLUDING EXTRA TIME AND EFFORT FOR PROVISIONS NECESSARY TO WORK AROUND OR UNDER UTILITIES, IS THE RESPONSIBILITY OF THE CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER. FEES OR CHARGES WHICH ARE TO BE PAID TO THE UTILITY COMPANY, INCLUDING WORK THAT MUST BE PERFORMED BY THE UTILITY COMPANY, ARE AT NO ADDITIONAL COST TO THE OWNER.
5. QUANTITIES ARE APPROXIMATE, AND MAY VARY TO ALLOW COMPLETION OF WORK.
6. WORK AND MATERIALS MUST COMPLY WITH CITY, COUNTY, STATE, AND FEDERAL (INCLUDING OSHA) REGULATIONS AND CODES.
7. CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS PERFORMING WORK AT OR NEAR THE SITE.
8. CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS TO ADJACENT PROPERTIES THROUGHOUT CONSTRUCTION. SPECIFICALLY, THE RESIDENTIAL PROPERTIES TO THE NORTH VIA TESSMAN CIRCLE NORTH / COLLEGE COURT.
9. CONTRACTOR SHALL COORDINATE AND MAINTAIN MAIL, GARBAGE, AND RECYCLING SERVICES TO PROPERTIES THROUGHOUT CONSTRUCTION.
10. CONTRACTOR SHALL COORDINATE AND MAINTAIN STORMWATER DRAINAGE CONVEYANCE THROUGHOUT CONSTRUCTION (BOTH PIPED AND OVERLAND FLOW).
11. CONTRACTOR SHALL COORDINATE AND MAINTAIN WATER AND SANITARY FLOW TO AND FROM ADJACENT PROPERTIES. PROVIDE BYPASS AND TEMPORARY SYSTEMS, AS NECESSARY.
12. CONTRACTOR SHALL COORDINATE AND MAINTAIN UTILITY SERVICES TO ADJACENT PROPERTIES AT ALL TIMES. UTILITY SERVICE MUST NOT BE INTERRUPTED WITHOUT APPROVAL FROM OWNER, CITY, AND ADJACENT PROPERTIES.
13. CONTRACTOR SHALL COORDINATE WITH UTILITY SERVICES FOR SMALL UTILITY INSTALLATION.
14. CONSTRUCTION LIMITS ARE TO PROPERTY LINE UNLESS SHOWN OR NOTED OTHERWISE. CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITIES TO AREAS DESIGNATED ON PLANS WITHIN THE CONSTRUCTION LIMITS.
15. CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING PAVEMENT, SITE FEATURES, UTILITIES, TREES, ETC., UNLESS NOTED OR SHOWN OTHERWISE.
16. CONTRACTOR SHALL PHOTO OR VIDEO DOCUMENT EXISTING CONDITIONS OF TREES AND PLANTINGS, ADJOINING CONSTRUCTION, SURFACES, AND SITE IMPROVEMENTS, ETC. TO REMAIN THAT MIGHT BE MISCONSTRUED AS DAMAGE CAUSED BY CONSTRUCTION OPERATIONS. SUBMIT TO ENGINEER AND OWNER BEFORE CONSTRUCTION BEGINS. USE ADEQUATELY DETAILED PHOTOGRAPHS OR VIDEO RECORDINGS. INCLUDE PLANS AND NOTATIONS TO INDICATE SPECIFIC EXISTING DAMAGE CONDITIONS OF ITEMS DESIGNATED TO REMAIN. ANY DAMAGE TO THE EXISTING PAVEMENT, CURBING, STRIPING, OR OTHER SITE FEATURE TO REMAIN MUST BE REPLACED BY THE CONTRACTOR, TO OWNER'S SATISFACTION, AT NO ADDITIONAL COST TO THE OWNER.
17. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION AND WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES.
18. CONTRACTOR MUST IMMEDIATELY NOTIFY THE OWNER AND ENGINEER IN WRITING OF DISCREPANCIES OR CONFLICTS IN THE CONTRACT DOCUMENTS BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. FAILURE TO NOTIFY OWNER AND ENGINEER OF AN IDENTIFIABLE CONFLICT BEFORE PROCEEDING WITH INSTALLATION RELIEVES OWNER AND ENGINEER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
19. CONTRACTOR SHALL HAVE ONE COPY OF EACH REQUIRED CONSTRUCTION PERMIT AND ONE COPY OF THE MOST CURRENT AND COMPLETE SET OF CONSTRUCTION DOCUMENTS (INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT, SPECIAL CONDITIONS AND PROVISIONS, ETC.) AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
20. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR IMPLEMENTATION AND ENFORCEMENT OF SAFE WORK PRACTICES, INCLUDING BUT NOT LIMITED TO PERSONNEL MONITORING, USE OF TRENCHING, SHEETING, AND SHORING, SCAFFOLDING, MATERIALS HANDLING AND DRILLING; OPERATION OF EQUIPMENT; AND SAFETY OF PUBLIC DURING PROGRESS OF WORK.
21. CONTRACTOR SHALL PLAN FOR AND ENSURE PERSONNEL COMPLY WITH PROVISIONS OF OSHA SAFETY AND HEALTH STANDARDS (29 CFR 1910) AND GENERAL CONSTRUCTION STANDARDS (29 CFR 1926) AS APPROPRIATE.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH WORK. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS FOR SAFETY OF EMPLOYEES ON PROJECT SITE AND OTHER PERSONS AND ORGANIZATIONS WHO MAY BE AFFECTED BY THE PROJECT. CONTRACTOR'S DUTIES AND RESPONSIBILITIES FOR SAFETY IN CONNECTION WITH WORK SHALL CONTINUE UNTIL SUCH TIME AS ALL WORK IS COMPLETED, AND ENGINEER HAS ISSUED NOTICE TO CONTRACTOR THAT WORK IS COMPLETE.
23. HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO OIL, GASOLINE, PAINT AND OTHER HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, BY THE CONTRACTOR, INCLUDING SECONDARY CONTAINMENTS, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MCPA REGULATIONS. CONTRACTOR SHALL REMOVE SPILL OF FUELS, OILS, OR OTHER CHEMICALS IMMEDIATELY UPON DETECTION.
24. IF CONSTRUCTION IS ANTICIPATED TO OCCUR DURING COLD WEATHER, IN THE EVENT THAT SNOW REMOVAL IS REQUIRED FOR SITE ACCESS AND CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL COORDINATE WITH OWNER FOR ACCEPTABLE SNOW STORAGE AREAS ONSITE. SNOW REMOVAL AND STORAGE IS INCIDENTAL TO THE CONTRACT.
25. IF INCLUDED IN OWNER BID REQUIREMENTS, CONTRACTOR SHALL DOCUMENT AND MAINTAIN AS-BUILT INFORMATION AS CONSTRUCTION PROGRESSES AND IS RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER AS REQUIRED BY JURISDICTIONAL AGENCIES FOR CERTIFICATION. ALL AS-BUILT DATA MUST BE COLLECTED BY A STATE OF MN PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED AND PAID FOR BY THE CONTRACTOR.
26. WHERE LAWS OR REQUIREMENTS OF PUBLIC AUTHORITY PRESCRIBE A HIGHER STANDARD/REQUIREMENT, THEN THE HIGHER STANDARD/REQUIREMENT PRESCRIBED SHALL SUPERSEDE THE PROVISIONS OF THIS DOCUMENT.

**TREE PRESERVATION NOTES**

1. CONTRACTOR SHALL PROTECT EXISTING TREES THAT ARE NOT TO BE REMOVED. INSTALL ORANGE MESH FENCING, 4 FEET HIGH, WITH STAKES EVERY 10 FEET, 5 FEET OUTSIDE OF THE DRIP LINE OF PRESERVED TREES, OR AT THE CONSTRUCTION LIMITS. DO NOT PERFORM ACTIONS WITHIN THE PROTECTED AREA THAT MAY HARM THE TREE AND COMPACT THE SOIL, INCLUDING EXCAVATION, STORING MATERIALS, PARKING AND TRAFFIC DURING CONSTRUCTION. WHERE CONSTRUCTION REQUIRES DISTURBANCE WITHIN THE PROTECTED AREAS, DISTURB THE ROOT ZONE AS LITTLE AS POSSIBLE.
2. TREE PROTECTION MEASURES/FENCING MUST BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION AND MUST BE REVIEWED BY OWNER AND ENGINEER BEFORE STARTING CONSTRUCTION.
3. WHEN TREE ROOTS ARE ENCOUNTERED THAT MUST BE REMOVED, CONTRACTOR SHALL CUT ROOTS CLEANLY AS FAR FROM THE TREE AS POSSIBLE AND IMMEDIATELY WATER AND BACKFILL OVER THE ROOTS TO PREVENT DRYING.

**REMOVAL / DEMOLITION NOTES**

1. SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
2. CONTRACTOR SHALL OBTAIN PERMITS REQUIRED FOR DEMOLITION, REMOVAL AND DISPOSAL.
3. CONTRACTOR SHALL REVIEW FEATURES NOT SPECIFICALLY IDENTIFIED ON PLAN FOR SALVAGE OR REMOVAL THAT CONFLICT WITH CONSTRUCTION WITH THE ENGINEER.
4. MATERIALS REMOVED/DEMOLISHED BY CONTRACTOR BECOME PROPERTY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL LOAD AND HAUL MATERIAL OFF-SITE AND PROPERLY DISPOSE OF MATERIALS IN ACCORDANCE WITH APPLICABLE REGULATIONS. CONTRACTOR MUST LEAVE THE SITE IN A CONDITION TO THE SATISFACTION OF THE OWNER AND ENGINEER.
5. CONTRACTOR SHALL SAWCUT FULL DEPTH AT PAVEMENT REMOVAL LIMITS AND AS NECESSARY TO CREATE A SMOOTH FIT/TRANSITION ALONG MATCHING PAVEMENT AREAS.
6. CONTRACTOR SHALL COORDINATE UTILITY REMOVAL WORK WITH APPROPRIATE UTILITY OWNER.
7. CONTRACTOR SHALL SALVAGE AND REINSTALL STREET AND TRAFFIC SIGNS IN CONFLICT WITH CONSTRUCTION ACTIVITIES AS NOTED OR AS DIRECTED BY ENGINEER. IF SIGNS ARE DAMAGED DURING CONSTRUCTION, CONTRACTOR REQUIRED TO PROVIDE NEW SIGNS AT NO ADDITIONAL COST TO THE OWNER.
8. CONTRACTOR SHALL SALVAGE AND REINSTALL FENCE IN CONFLICT WITH CONSTRUCTION ACTIVITIES AS NOTED OR AS DIRECTED BY ENGINEER. IF FENCE IS DAMAGED DURING CONSTRUCTION, CONTRACTOR REQUIRED TO PROVIDE NEW FENCE, TO OWNER'S SATISFACTION, AT NO ADDITIONAL COST TO THE OWNER.
9. IN THE EVENT THAT UNKNOWN CONTAINERS OR TANKS ARE ENCOUNTERED, THE CONTRACTOR MUST CONTACT THE ENGINEER IMMEDIATELY. ALL CONTAINERS OR TANKS MUST BE DISPOSED OF PROPERLY AT A REGULATED/PERMITTED FACILITY.
10. CONTRACTOR SHALL REVIEW ALL TREE REMOVALS WITH THE OWNER AND ENGINEER PRIOR TO REMOVAL OPERATIONS.
11. CLEARING AND GRUBBING OPERATIONS MUST COMPLY WITH THE FOLLOWING:
  - A. PROTECT ALL TREES AND PLANTS NOT DESIGNATED FOR REMOVAL.
  - B. CONDUCT OPERATIONS IN SUCH A MANNER THAT DOES NOT DAMAGE PROTECTED TREES AND VEGETATION.
  - C. CUT, REMOVE, AND DISPOSE OF TREES, BRUSH, SHRUBS, WINDFALLS, LOGS, STUMPS, ROOTS, FALLEN TIMBER, AND OTHER VEGETATION.
  - D. BACKFILL DEPRESSIONS WITH NATIVE SOILS OR SUITABLE FILL MATERIAL AS REQUIRED BY DESIGN OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER AND COMPACT BACKFILL AS DIRECTED.
  - E. DISPOSE OF DEBRIS IN ACCORDANCE WITH APPLICABLE REGULATIONS.
  - F. CONSIDER BENEFICIAL USE DESIGNATIONS FOR UNADULTERATED WOOD, WOOD CHIPS, BARK AND SAWDUST.
  - G. NO BURYING OF CLEARED AND GRUBBED WASTE WITHIN THE CONSTRUCTION LIMITS.
12. UNLESS OTHERWISE NOTED, CONTRACTOR IS RESPONSIBLE FOR REMOVAL/DEMOLITION WITHIN ALL AREAS OF PROPOSED IMPROVEMENTS. REMOVAL LIMITS ARE IDENTIFIED ON THE DRAWINGS IN ANTICIPATED LOCATIONS. CONTRACTOR RESPONSIBLE FOR REMOVALS AS NECESSARY TO CONSTRUCT NEW IMPROVEMENTS AND CONFORM TO DESIGN REQUIREMENTS. ALL FACILITIES TO BE REMOVED MUST BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE FILL MATERIAL IN ACCORDANCE WITH THE SPECIFICATIONS AND AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

**TRAFFIC CONTROL NOTES**

1. SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
2. CONTRACTOR SHALL COORDINATE CONSTRUCTION STAGING, ON OR OFFSITE, AS NECESSARY TO COMPLETE THE WORK. IF OFFSITE STAGING AREA IS REQUIRED, CONTRACTOR IS RESPONSIBLE TO FIND, OBTAIN, AND PAY FOR NECESSARY STAGING AREA AT NO ADDITIONAL COST TO THE OWNER. SUBMIT A STAGING PLAN TO THE ENGINEER FOR REVIEW BEFORE STARTING WORK.
3. CONTRACTOR RESPONSIBLE FOR ALL TRAFFIC CONTROL AND DETOURS. TRAFFIC CONTROL AND DETOURS MUST BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MN MUTCD, INCLUDING LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS. SUBMIT TRAFFIC CONTROL PLAN AND DETOUR PLAN TO CITY, COUNTY, MN/DOT AND ENGINEER FOR REVIEW BEFORE CONSTRUCTION RELATED ACTIVITIES. PLANS MUST COMPLY WITH APPLICABLE PERMIT REQUIREMENTS. TRAFFIC CONTROL INCLUDES NECESSARY SIGNAGE AND MARKINGS FOR SIDEWALKS, TRAILS, BOARDWALKS, ETC. CLOSURE. THIS MUST INCLUDE ADVANCED WARNING SIGNS AND NECESSARY FENCING AND SIGNAGE TO PREVENT PEDESTRIANS FROM ACCESSING THE PROPOSED AREA.
4. CONTRACTOR MUST SCHEDULE WORK IMPACTING TESSMAN PARKWAY, 85<sup>TH</sup> AVENUE NORTH, COLLEGE PARKWAY, AND COLLEGE COURT / TESSMAN CIRCLE NORTH WITH THE OWNER, CITY, COUNTY, MN/DOT AND ENGINEER. CLOSURES OR DETOURS MUST BE ACCEPTED BY OWNER, CITY, COUNTY, MN/DOT PRIOR TO STARTING WORK.
5. CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC ON TESSMAN PARKWAY, 85<sup>TH</sup> AVENUE NORTH, COLLEGE PARKWAY, AND COLLEGE COURT / TESSMAN CIRCLE NORTH AT ALL TIMES, UNLESS OTHERWISE APPROVED BY THE ROAD AUTHORITY.

**SITE NOTES**

1. SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
2. REFER TO THE ARCHITECTURAL, STRUCTURAL, LANDSCAPE, AND MEP PLANS FOR EXACT LOCATIONS OF AND DIMENSIONS OF BUILDINGS, VESTIBULES, STOOPS, OVERHANGS, COLUMNS, RAMPS, SIDEWALKS, TRASH ENCLOSURES, TRAFFIC GATES, MONUMENT SIGNS, LANDSCAPING, PLANTINGS, TREES, SITE LIGHTING, EXTERIOR ELECTRICAL, BACKFLOW PREVENTORS AND BUILDING UTILITY ENTRANCE LOCATIONS.
3. BUILDING LINES SHOWN ARE APPROXIMATE OUTSIDE LINES OF BUILDINGS AT GRADE, MAY NOT ACCOUNT FOR EXTRUSIONS (I.E. BALCONIES, OVERHANGS, LIGHTING, ETC.) ABOVE GRADE, AND ARE BASED ON INFORMATION PROVIDED TO STANTEC BY THE ARCHITECT. CONTRACTOR SHALL VERIFY FINAL BUILDING PLANS WITH ARCHITECT.
4. CONTRACTOR AND SURVEYOR SHALL FIELD VERIFY THE BUILDING FOOTPRINT/OUTLINE AND OUTER MOST EXTRUSIONS PRIOR TO CONSTRUCTION TO REVIEW POTENTIAL CONFLICTS WITH ADJACENT WORK, EXISTING SITE FEATURES, PROPERTY LINES, SETBACKS, ETC.
5. EQUIPMENT PAD ELEVATIONS SHOWN ON GRADING PLAN. EQUIPMENT PAD STRUCTURAL/CONCRETE DESIGN BY OTHERS. COORDINATE WITH ARCHITECT.
6. RETAINING WALL ELEVATIONS SHOWN ON GRADING PLAN. CONTRACTOR SHALL PROVIDE RETAINING WALL DESIGN AND SUBMIT PROFESSIONAL ENGINEER'S STAMPED DESIGN CALCULATIONS AND PRODUCT SPECIFICATIONS TO ENGINEER FOR REVIEW. RETAINING WALL DESIGNER IS RESPONSIBLE FOR ALL ASSOCIATED DRAINTILE, WEEPHOLES, ADJACENT DRAINAGE, ACCOMMODATION OF FENCING/RAILING AT TOP OF WALL, AND OTHER ASSOCIATED FEATURES. RETAINING WALL DESIGNER SHALL PROVIDE PROOF OF CURRENT PROFESSIONAL LIABILITY INSURANCE WITH AN AGGREGATE COVERAGE LIMIT OF NOT LESS THAN \$2,000,000. SUBCUT TO DEPTH AS REQUIRED AND REPLACE WITH SUITABLE COMPACTED STRUCTURAL FILL TO ACHIEVE THE REQUIRED BEARING CAPACITY AND SLIDING RESISTANCE AS DIRECTED BY THE SITE GEOTECHNICAL ENGINEER. ALL STRUCTURAL FILL IS TO BE COMPACTED TO DENSITY RECOMMENDED BY SITE GEOTECHNICAL ENGINEER.
7. FENCING LOCATION SHOWN ON SITE PLAN FOR REFERENCE ONLY. FENCING DESIGN BY OTHERS. COORDINATE WITH ARCHITECT.
8. SHALL PROVIDE HIGH EARLY CONCRETE FOR ALL DRIVEWAYS.
9. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

**TYPICAL OWNER / ENGINEER OBSERVATIONS**

1. CONTRACTOR MUST NOTIFY OWNER, ENGINEER, AND CITY IN WRITING A MINIMUM OF 72 HOURS IN ADVANCE OF THE FOLLOWING ACTIVITIES FOR ATTENDANCE AND OBSERVATION:
  - A. PRE-CONSTRUCTION MEETING
  - B. UNDERGROUND PIPING AND UTILITIES INSTALLATION
  - C. UTILITY TESTING
  - D. STRUCTURES AND APPURTENANCES INSTALLATION
  - E. SUBGRADE PREPARATION
  - F. BASE INSTALLATION
  - G. CURB INSTALLATION
  - H. PAVEMENT INSTALLATION

**HORIZONTAL AND VERTICAL CONTROL NOTES**

1. THE HORIZONTAL CONTROL FOR THIS PLAN IS NAD83(11) HENNEPIN COUNTY COORDINATES SYSTEM US FOOT.
2. THE VERTICAL CONTROL FOR THIS PLAN IS NAVD88

**PERMIT RESPONSIBILITY**

1. CONTRACTOR AND OWNER ARE RESPONSIBLE TO DETERMINE AND SECURE ALL FEDERAL, STATE, COUNTY, AND CITY PERMITS NECESSARY FOR CONSTRUCTION.

**PAVING, PAVEMENT MARKING, AND SIGNAGE NOTES**

1. SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
2. CONTRACTOR SHALL MAINTAIN STREET AND TRAFFIC SIGNS AT ALL TIMES DURING CONSTRUCTION.
3. SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY, COUNTY, MN/DOT STANDARDS.
4. THE PAVEMENT SURFACE SHALL BE CLEANED AT THE DIRECTION OF THE CITY, COUNTY, MN/DOT, ENGINEER JUST PRIOR TO APPLICATION OF PAVEMENT MARKINGS. PAVEMENT CLEANING SHALL CONSIST OF AT LEAST BRUSHING WITH A ROTARY BROOM (NON-METALLIC) OR AS RECOMMENDED BY THE MATERIAL MANUFACTURER AND ACCEPTABLE TO THE CITY, COUNTY, MN/DOT, ENGINEER, (INCIDENTAL)
5. THE PAVEMENT MARKING APPLICATION SHALL IMMEDIATELY FOLLOW THE PAVEMENT CLEANING.
6. PAVEMENT MARKING EDGE LINES ARE TO BE BROKEN ONLY AT INTERSECTIONS WITH PUBLIC ROADS AND PRIVATE ENTRANCES IF THEY ARE CONTROLLED BY A YIELD SIGN, STOP SIGN OR TRAFFIC SIGNAL. THE BREAK POINT IS TO BE AT THE START OF THE RADIUS OF THE INTERSECTION OR AT MARKED STOP LINES.
7. EXACT LOCATION OF PUBLIC ROADWAY PAVEMENT MARKINGS TO BE FIELD LOCATED BY ROAD AUTHORITY.
8. WHERE CONNECTING TO INPLACE ROADWAYS/PAVEMENT SECTIONS AT THE TERMINI OF PROPOSED NEW CONSTRUCTION, CUT VERTICALLY TO THE BOTTOM OF THE INPLACE SURFACING OR TO THE BOTTOM OF THE NEW SURFACING DESIGN, WHICHEVER IS DEEPER, THEN AT A 1V:20H TAPER TO THE BOTTOM OF THE RECOMMENDED SUBGRADE EXCAVATION.
9. THE CONTRACTOR SHALL HAVE A MINIMUM OF 2 PEOPLE WITH CURRENT ACI CONCRETE FLATWORK TECHNICIAN OR FLATWORK FINISHER CERTIFICATION, AND AT LEAST ONE OF THEM MUST BE ONSITE FOR ALL CONCRETE POURS.
10. PROTECT CONCRETE PAVING FROM DAMAGE. EXCLUDE TRAFFIC FROM PAVING FOR A MINIMUM OF 14 DAYS AFTER PLACEMENT. WHEN CONSTRUCTION TRAFFIC IS PERMITTED, MAINTAIN PAVING AS CLEAN AS POSSIBLE BY REMOVING SURFACE STAINS AND SPILLAGE OF MATERIALS AS THEY OCCUR. MAINTAIN CONCRETE FREE OF STAINS, DISCOLORATION, DIRT, AND OTHER FOREIGN MATERIALS. SWEEP PAVING NOT MORE THAN TWO DATES BEFORE DATE SCHEDULED FOR SUBSTANTIAL COMPLETION INSPECTIONS. REPAIR OR REPLACE STAINED CONCRETE TO THE SATISFACTION OF THE OWNER AT NO COST TO THE OWNER.
11. CONSTRUCTION AND MATERIALS WITHIN PUBLIC RIGHT-OF-WAY MUST BE IN ACCORDANCE WITH CITY, COUNTY, MN/DOT SPECIFICATIONS AND STANDARDS. MN/DOT SPECIFICATIONS AND STANDARDS APPLY IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS. PAVING, PAVEMENT MARKINGS, AND SIGNAGE WITHIN THE SITE SHALL MEET THE FOLLOWING REQUIREMENTS:
  - A. BITUMINOUS: CONFORM TO MN/DOT SPEC 2360
    - 1) WEARING COURSE MIX DESIGN: MN/DOT MIX SPWEA340B (10% MAX RAP, NO RAS ALLOWED)
    - 2) NON-WEARING COURSE MIX DESIGN: MN/DOT MIX SPNWB330B (20% MAX RAP)
    - 3) TACK COAT: MN/DOT SPEC 2357, EMULSIFIED ASPHALT, CATIONIC, CSS-1 OR CSS-1H
  - B. MAXIMUM ALLOWABLE BITUMINOUS LIFT THICKNESS SHALL NOT EXCEED 3 INCHES.
  - C. PLACE TACK COAT BETWEEN EACH LIFT AT A RATE OF 0.05 GALLONS PER SQUARE YARD.
  - D. PLACE TACK COAT UNIFORMLY BETWEEN MILLED SURFACE AND NEW LIFT AT A RATE OF 0.08 GALLONS PER SQUARE YARD.
  - E. PLACE BITUMINOUS MATERIAL FOR SHOULDER TACK COAT UNIFORMLY AT A RATE OF 0.18 TO 0.25 GALLONS PER SQUARE YARD.
  - F. CONCRETE SIDEWALK/DRIVEWAYS/SLABS MATERIALS: CONFORM TO MN/DOT SPEC 2461
    - 1) MANUAL PLACEMENT MIX DESIGN: MN/DOT MIX 3F52A
    - 2) HIGH-EARLY CONCRETE REQUIREMENTS: MN/DOT SPEC 2461.2.E.2.b (2) TABLE 2461.2-7
    - 3) FLY ASH: CLASS F
    - 4) SYNTHETIC FIBERS: PROVIDE 2.5 LBS/CUBIC YARD MASTERFIBER MAC MATRIX OR APPROVED EQUAL FOR DRIVEWAY/RAMP SLABS.
  - G. CONCRETE CURB AND GUTTER MATERIALS: CONFORM TO MN/DOT SPEC 2461
    - 1) MANUAL PLACEMENT: MN/DOT MIX 3F52
    - 2) SLIP FORM PLACEMENT: MN/DOT MIX 3F32
  - H. CONCRETE METAL REINFORCEMENT:
    - 1) REINFORCING BARS: CONFORM TO MN/DOT SPECS 2472 AND 3301, AND AS SPECIFIED ON THE DRAWINGS. BARS SHALL BE EPOXY COATED IN ACCORDANCE WITH ASTM A775.
    - 2) TIE WIRE: FEDERAL SPECIFICATION FS QQ-W-461-G, ANNEALED STEEL, BLACK, 16 GAUGE MINIMUM.
    - 3) BAR SUPPORTS: CONFORM TO "BAR SUPPORT SPECIFICATIONS AND STANDARD NOMENCLATURE", CRSI MANUAL OF STANDARD PRACTICE.
    - 4) WELDED WIRE FABRIC/REINFORCEMENT: CONFORM TO MN/DOT SPEC 2472, AND AS SPECIFIED ON THE DRAWINGS.
  - I. SLIP DOWEL: SPEED DOWEL BY SIKA OR APPROVED EQUAL
  - J. CONCRETE ISOLATION/EXPANSION JOINT MATERIAL: MN/DOT SPEC 3702, TYPE D-1 OR D-2 FROM MN/DOT'S APPROVED PRODUCTS LIST. PROVIDE CAULKING/JOINT SEALANT AND BACKER ROD AS RECOMMENDED BY JOINT MANUFACTURER.
  - K. CONCRETE CURING MATERIALS: CONFORM TO MN/DOT SPECS 3754
  - L. SILANES/SILOXANE CONCRETE SEALER:
    - 1) SEALER SHALL BE SILOX-TEK 8500, OKON S40, ARMOR SX5000, OR APPROVED EQUAL.
    - 2) SHALL BE APPLIED PER MANUFACTURER INSTRUCTIONS.
      - a. SHALL BE APPLIED ON A CLEAN, DRY, AND ABSORBENT SURFACE THAT HAS BEEN CURED FOR AT LEAST 28 DAYS PRIOR TO APPLICATION.
      - b. SHALL BE APPLIED TO A SURFACE THAT IS ABOVE 40 DEGREES FAHRENHEIT AND WILL NOT FREEZE FOR AT LEAST 24 HOURS.
      - c. APPLICATION RATE SHALL BE MONITORED AND BE GREATER THAN MANUFACTURERS RECOMMENDATIONS.
  - M. CONCRETE PLACING, FINISHING, CURING, AND PROTECTION: CONFORM TO MN/DOT SPECS 2461, 2521, AND 2531, AND APPLICABLE ACI STANDARDS.
    - 1) FOR HOT WEATHER PLACEMENT, COMPLY WITH ACI 305 HOT WEATHER CONCRETING.
    - 2) FOR COLD WEATHER PLACEMENT, COMPLY WITH ACI 306 COLD WEATHER CONCRETING. DO NOT PLACE CONCRETE IN AIR TEMPERATURE LESS THAN 40 DEGREES F WITHOUT APPROVAL OF THE ENGINEER.
    - 3) PRIOR TO POURING ANY EXTERIOR CONCRETE FLATWORK/SLAB, CONTRACTOR MUST VERIFY THE PREDICTED COMBINATION OF AIR TEMPERATURE, RELATIVE HUMIDITY, CONCRETE TEMPERATURE AND WIND VELOCITY WILL NOT EXCEED AN EVAPORATION RATE OF 0.20 POUNDS PER SQUARE FOOT OF SURFACE AREA PER HOUR IN ACCORDANCE WITH MN/DOT SPEC 2401, FIGURE 2401.3-1. THE WEATHER MUST ALSO BE LESS THAN 30% CHANCE OF PRECIPITATION FOR THE ENTIRE PLACEMENT WINDOW, AND 2 HOURS FOLLOWING EXPECTED COMPLETION. IF EITHER OF THESE CONDITIONS ARE NOT MET, THE POUR MUST BE POSTPONED UNTIL IT CAN MEET THESE REQUIREMENTS.
    - 4) INSTALLATION FORM: CONTRACTOR OR INDEPENDENT TESTING AGENCY IS REQUIRED TO FILL OUT AND SUBMIT THE ENGINEER'S EXTERIOR CONCRETE INSTALLATION FORM AT THE END OF THE DAY OF EACH POUR. CONTACT THE ENGINEER TO OBTAIN THE FORM.
    - 5) APPLY CURING COMPOUND AT A MINIMUM RATE OF 1 GALLON PER 150 SQ FT SURFACE CURING AREA OR MANUFACTURER RECOMMENDED APPLICATION RATE, WHICHEVER IS GREATER.
    - 6) CONSTRUCT TEMPORARY WIND BREAKS AS NECESSARY TO REDUCE WIND VELOCITY/DRYING/EXPOSURE.
    - 7) CONSTRUCT TEMPORARY SUNSHADES AS NECESSARY TO REDUCE CONCRETE TEMPERATURES/EXPOSURE.
    - 8) CONTRACTOR SHALL PROTECT ALL CONCRETE SLABS THROUGHOUT CONSTRUCTION FROM HEAVY EQUIPMENT, VIBRATIONS, ADJACENT WORK, ETC. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONCRETE DAMAGED DURING CONSTRUCTION AND SHALL REPLACE AT NO ADDITIONAL COST TO THE OWNER.
  - N. AGGREGATE BASE: MN/DOT SPEC 3138, CLASS 5 AGGREGATE BASE, 100% CRUSHED VIRGIN AGGREGATE
  - O. PAVEMENT MARKINGS: MN/DOT SPEC 2582
    - 1) PAVEMENT STRIPES: MN/DOT SPEC 3591 (WATER-BASED TRAFFIC PAINT) OR 3590 (MULTI-COMPONENT LIQUID PAVEMENT MARKINGS), IF REQUIRED FOR PUBLIC PAVEMENT MARKINGS USE GROUND-IN WITH DROP ON GLASS BEADS IN ACCORDANCE WITH MN/DOT SPEC 3592.
    - 2) PAVEMENT MESSAGES (ARROWS): MN/DOT 3591 (WATER-BASED TRAFFIC PAINT) OR 3590 (MULTI-COMPONENT LIQUID PAVEMENT MARKINGS) OR 3356 (PREFORMED THERMOPLASTIC), GROUND-IN.
    - 3) INSTALLERS OF THERMOPLASTIC MUST CARRY A CARD CERTIFYING THAT THEY HAVE ATTENDED A TRAINING SESSION THAT ADDRESSES SURFACE PREPARATIONS AND ALL APPLICATION REQUIREMENTS AND TECHNIQUES NECESSARY FOR SUCCESSFUL APPLICATIONS.
    - 4) PRIOR TO APPLYING PAVEMENT MARKINGS, ALLOW NEW PAVEMENT TO CURE A MINIMUM OF 14 DAYS (OR FOLLOW MANUFACTURER'S SPECIFICATION FOR PAVEMENT CURE TIME, WHICHEVER IS GREATER).
  - P. SIGNAGE: CONFORM TO MN/DOT SPECS 2564, 3352 (SIGNS, DELINEATORS, AND MARKERS), AND 3402 (SQUARE TUBULAR SIGN POSTS). ALL SIGNS/POSTS SHALL MEET CRASHWORTHY REQUIREMENTS OF MASH-16.
    - 1) SIGNS SHALL INCLUDE NUMBER AND SIZE OF POSTS IN ACCORDANCE WITH MN/DOT WIND LOADING CHART FOR SIGNS ON SQUARE TUBE POSTS.
    - 2) MOUNT SIGNS IN ACCORDANCE WITH SQUARE TUBE SIGN MOUNTING MN/DOT STANDARD PLANS AND DETAIL SHEETS.

**PAVING, PAVEMENT MARKING, AND SIGNAGE NOTES CONTINUED**

- 3) SEE MN/DOT STANDARD SIGNS MANUAL FOR PUNCHING CODE AND DETAILED DRAWINGS OF TYPE "C" AND TYPE "D" SIGNS PANELS.
- 4) SEE MN/DOT MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART II FOR DETAILS OF TRAFFIC SIGN INSTALLATION.
- 5) MINIMUM VERTICAL CLEARANCE IS 7 FOOT. SEE MMUTCD FOR DETAILS.
- CONTRACTOR SHALL PROVIDE CONCRETE JOINTS AS FOLLOWS:
  - A. CONTROL JOINTS - MAINTAIN AN ASPECT RATIO (LENGTH TO WIDTH) BETWEEN CONTROL JOINTS AS CLOSE TO 1:1 AS FEASIBLE. DO NOT EXCEED ASPECT RATIO GREATER THAN 1.5:1. MATCH EXISTING PATTERN WHERE APPLICABLE. MAXIMUM CONTROL JOINT SPACING SHALL BE 24 TIMES THE SLAB THICKNESS UP TO A MAXIMUM OF 12 FEET (I.E. 4-INCH-THICK SLAB = 96 INCH (8 FOOT) MAXIMUM CONTROL JOINT SPACING IN ANY DIRECTION, 8-INCH-THICK SLAB IS 12 FEET)
    - 1) JOINT INTERSECTION ANGLES LESS THAN 60 DEGREES WILL NOT BE ALLOWED
    - 2) PANEL WIDTHS LESS THAN 6 INCHES AT ANY POINT WILL NOT BE ALLOWED
    - 3) JOINTING MUST ACCOMMODATE IN-PAVEMENT STRUCTURES THROUGH JOINTING AND BOXOUTS
    - 4) CONTRACTOR MUST SUBMIT A JOINTING PLAN FOR ENGINEER ACCEPTANCE.
  - B. EXPANSION/ISOLATION JOINTS - PROVIDE AT THE FOLLOWING:
    - 1) LOCATIONS WHERE ABRUPT CHANGES IN DIRECTION OCCUR
    - 2) LOCATIONS WHERE CHANGES IN WIDTH OCCUR
    - 3) LOCATIONS WHERE ADJOINING EXISTING CONCRETE
    - 4) LOCATIONS THAT ABOUT THE BUILDING AND OTHER SITE FEATURES INCLUDING RAMPS, STAIRS, LANDINGS, CONCRETE APRONS, ARCHITECTURAL AND LANDSCAPE FEATURES, ETC.
    - 5) LOCATIONS IN CHANGES IN DEPTH (INCLUDING PAVEMENT ADJACENT TO CURB).
  - C. WHEREVER POSSIBLE MATCH JOINTS OF ADJACENT CONCRETE WORK.
- FIELD QUALITY CONTROL:
  - A. TEST ROLL SUBGRADE AND AGGREGATE BASE IN ACCORDANCE WITH MN/DOT SPECS 2211 AGGREGATE BASE AND 2111 TESTING ROLLING. TEST ROLL MUST BE WITNESSED BY THE ENGINEER OR GEOTECHNICAL ENGINEER.
  - B. TEST CONCRETE AIR CONTENT (ASTM C231), CONCRETE SLUMP (ASTM C143), AIR AND CONCRETE TEMPERATURE, AND 7- AND 28-DAY COMPRESSIVE STRENGTH (ASTM C31, C39, AND C172), WHERE APPLICABLE TEST IN ACCORDANCE WITH MN/DOT SCHEDULE OF MATERIALS CONTROL.
  - C. ALL BITUMINOUS PAVEMENT DENSITY SHALL CONFORM TO MN/DOT SPEC 2360.3.D.2 - ORDINARY COMPACTION METHOD. CONTRACTOR SHALL ESTABLISH A ROLL PATTERN FOR EACH COURSE OF PAVING EACH DAY.
- TOLERANCES:
  - A. BITUMINOUS PAVEMENT LINE, GRADE AND THICKNESS - CONFORM TO MN/DOT SPEC 2360.3.E, EXCEPT AS MODIFIED BELOW:
    - 1) DEVIATIONS ALONG ADA ACCESSIBLE ROUTES THAT EXCEED THE MAXIMUM SLOPES WILL BE CONSIDERED UNACCEPTABLE.
    - 2) HORIZONTAL/LINE DEVIATIONS IN LOCATION GREATER THAN ±1 INCH WILL BE CONSIDERED UNACCEPTABLE.
    - 3) ANY SURFACE AREA ALLOWING ENTRAPMENT OF WATER AT A DEPTH OF 1/4 INCH OR GREATER WILL BE CONSIDERED UNACCEPTABLE.
    - 4) REMOVE AND REPLACE UNACCEPTABLE WORK AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.
  - B. CONCRETE PAVEMENT - CONFORM TO MN/DOT SPEC 2521.3.D.3, EXCEPT AS MODIFIED BELOW:
    - 1) VERTICAL DEVIATIONS IN SURFACE GREATER THAN ±3/16 INCH WILL BE CONSIDERED UNACCEPTABLE. DEVIATIONS ALONG ADA ACCESSIBLE ROUTES THAT EXCEED THE MAXIMUM SLOPES WILL BE CONSIDERED UNACCEPTABLE.
    - 2) HORIZONTAL/LINE DEVIATIONS IN LOCATION GREATER THAN ±1/2 INCH WILL BE CONSIDERED UNACCEPTABLE.
    - 3) ANY SURFACE AREA ALLOWING ENTRAPMENT OF WATER AT A DEPTH OF 1/8 INCH OR GREATER WILL BE CONSIDERED UNACCEPTABLE.
    - 4) RANDOM AND UNCONTROLLED CRACKING WILL BE CONSIDERED UNACCEPTABLE. REPLACE CONCRETE PAVEMENT AS DIRECTED BY ENGINEER AND OWNER. PERFORM PAVEMENT REPLACEMENT AT NO ADDITIONAL COST TO THE OWNER.
    - 5) REMOVE AND REPLACE UNACCEPTABLE WORK AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.
  - C. CONCRETE CURB AND GUTTER: CONFORM TO MN/DOT SPEC 2531.3
  - D. PAVEMENT MARKINGS: CONFORM TO MN/DOT SPEC 2582.3.C, EXCEPT AS MODIFIED BELOW:
    - 1) LINE WIDTH DEVIATIONS LESS THAN OR EQUAL TO ±1/4 INCH FROM THE SPECIFIED WIDTH WILL BE ALLOWED FOR STRIPING PROVIDED THE VARIATION IS GRADUAL AND DOES NOT DETRACT FROM THE GENERAL APPEARANCE.
    - 2) BROKEN LINE SEGMENTS LESS THAN OR EQUAL TO ±1/4 FOOT FROM THE SPECIFIED LENGTHS WILL BE ALLOWED FOR STRIPING.
    - 3) ALIGNMENT DEVIATIONS FROM THE CONTROL GUIDE SHALL NOT EXCEED 2 INCHES.
    - 4) MATERIAL SHALL NOT BE APPLIED OVER LONGITUDINAL JOINTS. ESTABLISHMENT OF APPLICATION TOLERANCES SHALL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY TO COMPLY AS CLOSELY AS PRACTICABLE WITH THE PLANNED DIMENSIONS.
- CONTRACTOR SHALL INSTALL A MINIMUM OF 6 INCHES CLASS 5 AGGREGATE BASE UNDER CURB AND GUTTER, SEE

**DEWATERING NOTES**

1. CONTRACTOR SHALL ANTICIPATE GROUND WATER.
2. CONTRACTOR SHALL OBTAIN APPLICABLE REQUIRED PERMITS (INCLUDING MN DNR WATER APPROPRIATION PERMIT) AND SUBMIT DEWATERING PLAN TO ENGINEER FOR REVIEW. DEWATERING MUST MEET PERMIT REQUIREMENTS AND BE ACCEPTED BEFORE STARTING CONSTRUCTION ACTIVITIES.
3. CONTRACTOR MUST DEWATER IN ACCORDANCE WITH THE PROJECT SWPPP AND NPDES PERMIT.
4. CONTRACTOR MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATER RELATED TO DEWATERING OR BASIN DRAINING (E.G. PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. CONTRACTOR MAY DISCHARGE FROM THE TEMPORARY OR PERMANENT SEDIMENTATION BASINS TO THE SURFACE WATERS IF THE BASIN WATER HAS BEEN VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED IN THE BASIN AND THAT NUISANCE CONDITIONS (SEE MINNESOTA RULES CHAPTER 7050.0210, SUBPART 2) WILL NOT RESULT FROM THE DISCHARGE. IF THE WATER CANNOT BE DISCHARGED TO A SEDIMENTATION BASIN PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMPs (E.G. SILT BAGS), SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER OR DOWNSTREAM PROPERTIES. IF THE CONTRACTOR MUST DISCHARGE WATER THAT CONTAINS OIL OR GREASE, THE CONTRACTOR MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G. CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGING THE WATER. THE CONTRACTOR MUST ENSURE THAT DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SANDBAGS, PLASTIC SHEETING, OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES.
5. CONTRACTOR MUST DISCHARGE WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWN SLOPE PROPERTIES, OR INUNDATION IN WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
6. IF THE CONTRACTOR IS USING FILTERS WITH BACKWASH WATER, THE CONTRACTOR MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION. THE CONTRACTOR MAY DISCHARGE BACKWASH WATER TO THE SANITARY SEWER IF PERMISSION IS GRANTED BY THE SANITARY SEWER AUTHORITY. THE CONTRACTOR MUST REPLACE AND CLEAN THE FILTER MEDIA USED IN DEWATERING DEVICES WHEN REQUIRED TO RETAIN ADEQUATE FUNCTION.

**TEST REPORTS REQUIRED**

1. COPIES OF COMPACTION, CONCRETE, AND OTHER TEST RESULTS ARE TO BE SENT TO THE OWNER DIRECTLY FROM THE INDEPENDENT TESTING LABORATORY.
2. GEOTECHNICAL/CONCRETE TESTING MUST BE COMPLETED BY THE OWNER'S GEOTECHNICAL ENGINEER/INDEPENDENT TESTING LABORATORY. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL REQUIRED GEOTECHNICAL TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER/INDEPENDENT TESTING LABORATORY.
3. TEST REPORTS REQUIRED MAY INCLUDE, BUT NECESSARILY LIMITED TO:
  - A. DENSITY TESTS OF SOIL AND PAVEMENT COMPACTION
  - B. CONCRETE COMPRESSION, AIR, AND SLUMP TESTS
  - C. BACTERIOLOGICAL TESTS OF WATER SYSTEM
  - D. MANDREL TESTS OF SANITARY AND STORM SYSTEM
  - E. PRESSURE/LEAK TESTS OF WATER/SANITARY/STORM SYSTEM
  - F. OTHER TESTING REQUIRED BY AGENCY/MUNICIPALITY HAVING JURISDICTION
4. RE-WORK/RE-TESTING DUE TO FIELD TEST FAILURE ARE AT NO ADDITIONAL COST TO THE OWNER.



733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

PROJECT TITLE

ISSUE NO.:

1					
2					
3					
4					
5					

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.

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### STORM SEWER NOTES

- CONTRACTOR SHALL COMPLY WITH THE SPECIFICATIONS OF THE CITY/UTILITY PROVIDER, CEAM, AND MINNESOTA PLUMBING CODE (MINNESOTA RULES CHAPTER 4714) FOR MATERIALS, INSTALLATION, AND TESTING OF STORM UTILITIES
- CONTRACTOR SHALL PROVIDE 10 FEET MINIMUM HORIZONTAL SEPARATION (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE/STRUCTURE) BETWEEN WATER LINES AND SANITARY OR STORM LINES AND STRUCTURES.
- CONTRACTOR SHALL PROVIDE 18 INCH MINIMUM VERTICAL SEPARATION (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE/STRUCTURE) BETWEEN WATER LINES AND OTHER UTILITY LINES. PROVIDE INSULATION WHERE WATER, SANITARY, OR STORM UTILITIES CROSS. OFFSET WATERMAIN AND SERVICES AS NECESSARY.
- CONTRACTOR SHALL VERIFY PIPE SIZE, MATERIAL, AND ELEVATION FOR CONNECTIONS. PROVIDE APPROPRIATE PIPES AND FITTINGS REQUIRED TO MAKE CONNECTIONS TO EXISTING INFRASTRUCTURE AS VERIFIED IN THE FIELD.
- CONTRACTOR SHALL PROVIDE AND INSTALL A FLEXIBLE COMPRESSION JOINT TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, SECTION 719.6. RESILIENT RUBBER JOINTS MEETING ASTM C 923 MAY BE USED IF APPROVED BY AGENCY HAVING JURISDICTION, SEE PROJECT DETAILS.
- CONTRACTOR SHALL PLACE AND COMPACT SUITABLE FILL MATERIAL BEFORE INSTALLATION OF PROPOSED UTILITIES.
- CONTRACTOR SHALL PROVIDE 4 INCHES THICK OF INSULATION CENTERED ON STORM PIPE IF LESS THAN 4 FEET OF COVER IN PAVEMENT AREAS AND LESS THAN 3 FEET OF COVER IN LANDSCAPE AREAS PER PROJECT DETAILS.
- CONTRACTOR IS RESPONSIBLE FOR PROPERLY LOCATING AND INSTALLING CATCH BASINS SO THAT THE INLET FRAME AND GRATE PROPERLY ALIGN WITH CURB AND GUTTER.
- DRAINTILE/SUBSOIL DRAIN AROUND BUILDING PERIMETER NOT SHOWN ON CIVIL DRAWINGS. CONTRACTOR SHALL VERIFY IF DRAINTILE REQUIRED WITH ARCHITECT/STRUCTURAL MEP AND COORDINATE CONNECTION TO STORM SYSTEM WITH ENGINEER.
- INSTALL SUBSOIL DRAINS/DRAINTILE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT (LOCATIONS NOT SHOWN ON PLANS).
- LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED, AND APPROVED PRIOR TO BACKFILLING IN ACCORDANCE WITH CITY/AGENCY HAVING JURISDICTION REQUIREMENTS.
- PIPE LENGTH INDICATED BETWEEN STRUCTURES IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS NOTED OTHERWISE. PIPE LENGTH INDICATED BETWEEN STRUCTURE AND FLARED END SECTION IS FROM CENTER OF STRUCTURE TO END OF FLARED END SECTION.
- PROVIDE METAL FENCE POSTS AT END OF STORM SEWER PIPE STUBS, 4' ABOVE GRADE. STORM SEWER FENCE POST SHALL BE PAINTED RED.
- STORM SEWER MAINS, SERVICE PIPES, FITTINGS, AND STRUCTURES TO MEET THE FOLLOWING REQUIREMENTS:
  - SITE PIPING:
    - 12 INCH DIA. AND LARGER, REINFORCED CONCRETE (RC) PIPE CLASS PER ACPA LRFD FILL HEIGHT TABLES (TYPE 3) OR PER CITY SPECIFICATIONS OR HDPE WATER TIGHT PIPE PER AASHTO M 294 ASTM F 2306, ASTM D 3212, AND ASTM F 477. NOTE- WHERE STORM PIPE CROSSES OVER WATER PIPE, STORM PIPE MUST BE PVC SCH 40 OR OTHER MN PLUMBING CODE APPROVED MATERIAL.
    - 6 INCH DIA. AND SMALLER, AS NOTED ON THE DRAWING, PVC SCH 40 PER ASTM D1785 AND ASTM D2665.
  - ROOF DRAIN LEADER PIPING AND FITTINGS: PVC SCH 40 PER ASTM D 1785 AND ASTM D 2665. INJECTION MOLDED FITTINGS.
  - JOINTS: JOINTS MUST BE CERTIFIED BY THE MANUFACTURER TO BE ABLE TO PASS THE AIR TEST OR INTERNAL HYDROSTATIC PRESSURE REQUIRED BY THE AGENCY HAVING JURISDICTION.
  - CONNECTIONS TO EXISTING: FOR PVC TO PVC CONNECTIONS USE MOLDED FITTINGS FROM COMPOUND HAVING CELL CLASSIFICATION EQUAL OR EXCEEDING COMPOUND USED IN PIPE TO ENSURE COMPATIBILITY OF RESINS. FOR DISSIMILAR PIPE CONNECTIONS USE FLEXIBLE TRANSITION COUPLINGS PER ASTM C1173 AND D5926 OR MARMAC DISSIMILAR PIPE COUPLERS OR APPROVED EQUAL.
  - SUBSOIL DRAINS: PERFORATED PVC SCH 40 OR SDR 26 IN ACCORDANCE WITH ASTM D 2729 - 7/4 INCH PERFORATIONS AT 3 INCHES ON CENTER, 4 HOLES PER ROW CONFORMING TO ASTM F758 OR SLOTTED PVC SCH 40 OR SDR 26 IN ACCORDANCE WITH ASTM D 2729, MINIMUM 2 SQUARE INCHES OPEN AREA PER LINEAL FOOT OF PIPE. OR SLOTTED DUAL WALL HDPE (SOIL TIGHT "OR" WATER-TIGHT) PIPE PER AASHTO M252, TYPE 5 WITH AASHTO CLASS II PERFORATIONS
    - COARSE FILTER AGGREGATE: MNDOT SPEC 3149.2.H
    - GEOTEXTILE FABRIC WRAP: MNDOT SPEC 3733, TYPE 1
  - AREA DRAIN INLETS: NYLOPLAST HEAVY DUTY DRAIN BASIN W/ DUCTILE IRON LOCKABLE COVER OR APPROVED EQUAL. SEE PLAN FOR GRATE TYPE AND SIZING. NYLOPLAST LIGHT DUTY DRAIN BASIN W/ DUCTILE IRON LOCKABLE COVER OR APPROVED EQUAL. SEE PLAN FOR GRATE TYPE AND SIZING.
  - PRECAST STRUCTURES:
    - GENERAL: ASTM C478 AND DRAWING DETAILS.
    - STRUCTURE JOINTS: RUBBER O-RING GASKET MEETING ASTM C443
    - STEPS: PER DETAILS
    - DESIGN: DETAILED AND PREPARED BY A PROFESSIONAL ENGINEER EXPERIENCED IN PRECAST CONCRETE STRUCTURE DESIGN WHO IS REGISTERED IN THE STATE OF MINNESOTA. DESIGN SHALL CONFORM TO A MINIMUM SAFETY FACTOR OF 1.3 FOR BUOYANCY AND FLOTATION WITH THE HYDROSTATIC LOADING (WATER TABLE ELEVATIONS) ASSUMED FROM THE TOP OF THE STRUCTURE. THE DESIGN OF THE BASE SLAB, WALLS, AND TOP SLAB SHALL BE DESIGNED FOR SHEAR STRENGTH, FLEXURAL STRENGTH, AND OTHER APPLICABLE STRENGTHS DUE TO HYDROSTATIC LOADING. THE DESIGN SHALL BE IN ACCORDANCE WITH THE MOST CURRENT ACI 318, AASHTO, AND MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, EXCEPT AS NOTED.
    - MORTAR MATERIALS: MNDOT SPEC 2506.2.B, MNDOT SPEC 3107.2.A.1, ASTM C270, AND ASTM C387.
    - ADJUSTMENT RINGS: SIZE TO MATCH CONE OR OPENING IN TOP SLAB. CONCRETE WITH MINIMUM 3,000 PSI COMPRESSIVE STRENGTH, SINGLE HOOP 8-GAUGE STEEL WIRE REINFORCEMENT, AND 2 INCH THICKNESS EACH RING. MOLDED HDPE CONFORMING TO ASTM D1248.
    - ADHESION MATERIAL: BETWEEN TOP SLAB AND BARREL SECTION - RAM-NEK OR APPROVED EQUAL. FOR CONCRETE RINGS, USE MORTAR MATERIALS. FOR HDPE RINGS, USE DOW 999-A BUILDING CAULKING AND GLAZING SEALANT OR APPROVED EQUAL.
  - TRACER WIRE: CITY REQUIREMENTS OR CEAM 2611 AND PROJECT DETAILS AND SPECIFICATIONS. TRACER WIRE MUST BE A MINIMUM 12 AWG COPPER CLAD STEEL RATED TO 30 VOLTS, HMWPE MEETING ASTM D 1248, UL LISTED FOR USE IN DIRECT BURIAL APPLICATION, WITH DESIGNATION ON THE OUTSIDE OF THE WIRE CASING AND FOLLOW APWA COLOR CODE. MINIMUM BREAK LOAD SHALL BE 450 LBS (OPEN TRENCH) OR 1150 LBS (DIRECTIONAL DRILLING/BORING) OR 4,700 LBS (PIPE BURSTING/SLIP LINING). PROVIDE GROUNDING NODES, ACCESS BOXES, AND TEST STATIONS AS REQUIRED.
    - CONTRACTOR SHALL INSTALL TRACER WIRE ON ALL SEWER MAINS, LATERALS, SERVICE PIPE AND CONNECTIONS TO RISERS, MANHOLES PER CITY REQUIREMENTS OR CEAM AND PROJECT DETAILS AND SPECIFICATIONS. TRACER WIRE MUST BE UL LISTED FOR USE IN DIRECT BURIAL APPLICATION.
- CONTRACTOR SHALL INSTALL AND PROVIDE BEDDING FOR PIPING/STORMWATER SYSTEMS/VAULTS/CHAMBERS/ STRUCTURES IN ACCORDANCE WITH CEAM, ASTM D 2321 AND ASTM F 1668 (FOR GRAVITY SEWER), ASTM D 2774 (FOR PRESSURE PIPE), ASTM C 1479 (FOR RC PIPE), AWWA C600 (FOR DIP PIPE), AWWA C605 (FOR PVC), ASTM A 798 (FOR CMP), AND PROJECT/MANUFACTURER DETAILS AND SPECIFICATIONS.
- IF MANUFACTURER DETAILS SPECIFY DESIGN COMPONENTS TO BE DETERMINED BY SITE DESIGN ENGINEER, CONTRACTOR IS RESPONSIBLE FOR CONTACTING SITE DESIGN ENGINEER TO VERIFY SYSTEM REQUIREMENTS PRIOR TO CONSTRUCTION IF NOT NOTED IN THE DRAWINGS.
- CONTRACTOR SHALL COMPACT EMBANKMENT/BEDDING/BACKFILL MATERIAL TO THE SPECIFIED DENSITY METHOD IN ACCORDANCE WITH MNDOT 2106 AND THE GEOTECHNICAL REPORT. CONTRACTOR SHALL MEET MOISTURE CONTENT/CONTROL REQUIREMENTS IN ACCORDANCE WITH MNDOT SPEC 2106, THE GEOTECHNICAL REPORT, AND SITE TESTING REQUIREMENTS.

### STORM SEWER NOTES CONTINUED

- POND LINER SHALL BE HDPE (60 MIL) OR PVC (30 MIL).
  - SUBGRADE IMMEDIATELY BENEATH THE LINER SHALL CONSISTS OF 6 INCHES OF INORGANIC SOIL, FREE OF ROCKS, STONES, STICKS, AND DEBRIS OF ANY KIND, WITH NO PARTICLE LARGER THAN THREE-EIGHTHS INCH DIAMETER. NOT MORE THAN 50 PERCENT BY WEIGHT OF THIS MATERIAL SHALL BE BETWEEN ONE-FOURTH AND THREE-EIGHTHS INCH DIAMETER. ANGULAR, SHARP MATERIAL IS NOT ALLOWED IN THE SUBGRADE, REGARDLESS OF DIAMETER.
  - SOIL COVER OVER THE LINER SHALL CONSISTS OF 6 INCHES OF INORGANIC SOIL, FREE OF ALL ROCKS, STONES, STICKS, AND DEBRIS OF ANY KIND, WITH NO PARTICLE LARGER THAN THREE-EIGHTHS INCH DIAMETER. NOT MORE THAN 50 PERCENT BY WEIGHT OF THIS MATERIAL SHALL BE BETWEEN ONE-FOURTH AND THREE-EIGHTHS INCH DIAMETER. ANGULAR, SHARP MATERIAL IS NOT ALLOWED IN THE COVER, REGARDLESS OF DIAMETER.
  - LINER SHALL BE WATERTIGHT AND RUN A MINIMUM OF 6 INCHES HIGHER THAN THE POND HIGH WATER LEVEL (HWL).
  - POND LINER SHALL MEET MPCA REQUIREMENTS.
  - INSTALL IN ACCORDANCE WITH APPLICABLE NRCS WISCONSIN CONSTRUCTION SPECIFICATION.
- FIELD QUALITY CONTROL, TESTING, INSPECTIONS, AND CERTIFICATIONS MUST COMPLY WITH THE FOLLOWING:
  - ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, AGENCY HAVING JURISDICTION AND UTILITY SERVICE COMPANIES.
  - STORM LINES AND STRUCTURES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    - SERVICE PIPE AND ROOF DRAIN LEADERS TESTING TO COMPLY WITH MN PLUMBING CODE CHAPTER 7 SECTION 712 AND CHAPTER 11 SECTION 1107
    - ALL PORTIONS OF SYSTEM (PIPE AND STRUCTURES) THAT PASS WITHIN 10 FEET OF A WATER LINE, WITHIN 10 FEET OF A BUILDING, WITHIN 50 FEET OF WATER WELLS, OR THAT PASS THROUGH SOIL OR WATER IDENTIFIED AS BEING CONTAMINATED MUST BE TESTED IN ACCORDANCE WITH MN PLUMBING CODE CHAPTER 11 SECTION 1107.
    - DEFLECTION TESTING TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
    - TELEVISION INSPECTION TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
    - CONDUCTIVITY TESTING TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
  - A COPY OF THE TEST RESULTS MUST BE PROVIDED TO THE OWNER, ENGINEER, UTILITY PROVIDER, AND AGENCY HAVING JURISDICTION.
- REFER TO THE MEP PLANS FOR EXACT LOCATIONS, ELEVATIONS, AND DIMENSIONS OF BUILDING UTILITY ENTRANCE LOCATIONS.
- CONTRACTOR SHALL CLEAN STRUCTURES AND PIPING OF DEBRIS AND SEDIMENT DURING AND AT THE END OF CONSTRUCTION UNTIL ACCEPTED BY THE OWNER AND ENGINEER.
- TOLERANCES:
  - STORM SEWER PIPE
    - HORIZONTAL - WITHIN 0.50 FEET OF ALIGNMENT
    - VERTICAL - ZERO PLUS AND 0.08 FEET MINUS ELEVATION SHOWN WITH NO INTERMEDIATE HIGH POINTS, LEVEL SECTION, OR REVERSE INVERT SLOPE.
    - JOINT DEFLECTION - NO MORE THAN 75% OF MAXIMUM ALLOWABLE, AS RECOMMENDED BY MANUFACTURERS OF PIPE AND JOINT MATERIAL
  - STORM STRUCTURE
    - RIM ELEVATIONS - ZERO PLUS AND 0.08 FEET MINUS ELEVATION SHOWN.

### EROSION CONTROL NOTES

- SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
- CONTRACTOR SHALL CONFORM TO AND CONDUCT INSPECTIONS IN ACCORDANCE WITH THE NPDES PERMIT AND SWPPP REQUIREMENTS.
- BEFORE SITE DISTURBANCE AND AS REQUIRED AS CONSTRUCTION PROGRESSES, CONTRACTOR SHALL INSTALL, MAINTAIN, REPAIR, AND REPLACE EROSION PREVENTION MEASURES AND SEDIMENT CONTROL DEVICES (INLET PROTECTION, CONSTRUCTION ENTRANCE, SILT FENCE, EROSION CONTROL BLANKET, ETC.) IN ACCORDANCE WITH THE SWPPP, NPDES PERMIT, AND CITY, STATE, AND WATERSHED DISTRICT PERMITS.
- ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDING ON SITE CONDITIONS DURING CONSTRUCTION. COORDINATE WITH ENGINEER.
- CONTRACTOR SHALL STABILIZE ALL EXPOSED SOIL AREAS WITHIN THE CONSTRUCTION LIMITS WITHIN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE THAT HAS TEMPORARILY (WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS) OR PERMANENTLY CEASED. STABILIZATION MUST BE INITIATED PROMPTLY. REFER TO LANDSCAPE PLANS FOR FINAL GROUND COVER MATERIALS.
- CONTRACTOR SHALL REMOVE ANY SEDIMENT THAT HAS TRACKED ONTO PAVED SURFACES BOTH ON AND OFFSITE WITHIN 24 HOURS AND AS DIRECTED BY CITY, OWNER, ENGINEER. SWEEP STREET IN ACCORDANCE WITH CITY, COUNTY, STATE AND NPDES PERMIT REQUIREMENTS.
- CONTRACTOR SHALL COMPLETE CONCRETE WASH-OUT OFF-SITE OR PROVIDE SELF-CONTAINED CONCRETE READY MIX TRUCKS.
- CONTRACTOR SHALL MINIMIZE DUST FROM CONSTRUCTION OPERATIONS BY PROVIDING WATER OR OTHER APPROVED METHOD ON A DAILY BASIS.
- CONTRACTOR SHALL PHASE GRADING WORK TO MINIMIZE THE DURATION THAT DISTURBED SOIL IS EXPOSED.
- CONTRACTOR SHALL PROVIDE/INSTALL DIVERSION DITCHES, SEDIMENT BASINS, AND OTHER EROSION PROTECTION/SEDIMENT CONTROL MEASURES AS NECESSARY DURING INTERIM PROJECT CONDITIONS (NOT SHOWN ON PLANS) TO MANAGE/DIVERT STORM WATER AWAY FROM SITE FEATURES AND CONTROL EROSION/SEDIMENT. CONTRACTOR SHALL ADJUST MEASURES AS NECESSARY THROUGHOUT PROJECT PHASING.
- CONTRACTOR SHALL LOCATE SOIL STOCKPILES NO LESS THAN 50 FEET FROM ROADWAYS, STORMWATER INLETS, PONDS, WETLANDS, DRAINAGE CHANNELS, AND OTHER SURFACE WATERS. IF REMAINING FOR MORE THAN 7 DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATED COVER, TARPS, OR OTHER MEANS IN ACCORDANCE WITH THE NPDES PERMIT. PLACE PERIMETER SEDIMENT CONTROLS AROUND STOCKPILES TO CONTROL EROSION. COVER TEMPORARY STOCKPILES LOCATED ON PAVED SURFACES IF LEFT FROM MORE THAN 24 HOURS.
- CONTRACTOR SHALL REMOVE ALL EROSION CONTROL MEASURES AFTER SITE HAS BEEN STABILIZED AND VEGETATION IS ESTABLISHED AS DIRECTED BY ENGINEER. EROSION CONTROL MEASURES USED FOR CONSTRUCTION MUST NOT BE REMOVED UNTIL AUTHORIZED BY OWNER OR ENGINEER.
- CONTRACTOR SHALL PROVIDE TEMPORARY SEDIMENT BASINS FOR COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 5 OR MORE ACRES DISTURBED AT ONE TIME IF IT'S LOCATED WITHIN ONE MILE OF AN IMPAIRED WATER.
- CONTRACTOR SHALL SUBMIT THE NOTICE OF TERMINATION AT THE COMPLETION OF THE PROJECT IN ACCORDANCE WITH THE NPDES PERMIT AND SWPPP REQUIREMENTS.
- SOIL PREPARATION: PREPARE SOIL IN ACCORDANCE WITH MNDOT SPEC 2574, PART 3.A.3 SOIL BED PREPARATION AND PART 3.A.4 SUBSOILING.
  - EROSION CONTROL SHALL MEET THE FOLLOWING REQUIREMENTS:
    - SILT FENCE: MNDOT SPECS 2573 AND 3886, TYPE MS MACHINE SLICED.
    - SEDIMENT CONTROL LOG (BIOROLL): MNDOT SPECS 2573 AND 3887, TYPE STRAW, STRAW BIOROLLS, 8 TO 9 INCHES IN DIAMETER, MINIMUM 10 FEET LONG, FILLED WITH GRASS STRAW, FREE OF SEED-BEARING STALKS OF NOXIOUS GRASSES OR WEEDS WITH NATURAL FIBER OUTER NETTING.
    - EROSION CONTROL BLANKET: MNDOT SPECS 2575 AND 3885, CATEGORY 20
    - MULCH: MNDOT SPECS 2575 AND 3882, TYPE 1 FOR 2X-XXX MNDOT MIXES AND TYPE 3 FOR 3X-XXX MIXES, TWO TONS PER ACRE, DISK ANCHORED IN AREAS THAT DO NOT RECEIVE EROSION CONTROL BLANKET.
      - CERTIFIED BY MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA).
      - HYDRAULIC SOIL STABILIZER MAY BE USED IN LIEU OF MULCH WITH APPROVAL OF THE ENGINEER.
    - TEMPORARY SEED: MNDOT SPECS 2575 AND 3876, STATE SEED MIX 21-112 WINTER WHEAT COVER CROP OR 22-111 TWO-YEAR STABILIZATION.
    - RIPRAP: MNDOT SPECS 2511 AND 3801, GRANITE OR FIELDSTONE ONLY.
      - GEOTEXTILE FOR RIPRAP: MNDOT SPEC 3733 GEOTEXTILES, TYPE IV
    - TURF REINFORCEMENT MAT: MNDOT SPECS 2575 AND 3885, CATEGORY 74, OR PROPEX LANDLOK 435 OR APPROVED EQUAL. CONFORM TO MANUFACTURERS INSTRUCTIONS AND MNDOT SPEC 2575 FOR INSTALLATION REQUIREMENTS.
    - HYDRAULIC STABILIZED FIBER MATRIX: MNDOT SPECS 2575 AND 3884, STABILIZED FIBER MATRIX.

### UTILITY NOTES

- WATERMAIN WILL BE INSTALLED IN STRICT ACCORDANCE WITH THE MOST CURRENT EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) SPECIFICATIONS.
- CONTRACTOR SHALL COMPLY WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE CITY/UTILITY PROVIDER, CEAM, AND MINNESOTA PLUMBING CODE (MINNESOTA RULES CHAPTER 4714) FOR MATERIALS, INSTALLATION, AND TESTING OF WATER AND SANITARY UTILITIES.
- SHALL MAINTAIN A MINIMUM OF 7'-0" COVER ON ALL SANITARY SEWER AND SERVICES, UNLESS OTHERWISE NOTED.
  - PROVIDE INSULATION OVER SANITARY SEWER AND SERVICES WITH PROPOSED ELEVATIONS LESS THAN MINIMUM BURY DEPTH PER PROJECT DETAILS.
- CONTRACTOR SHALL MAINTAIN A MINIMUM OF 7'-6" COVER ON ALL WATERLINES, UNLESS OTHERWISE NOTED, PROVIDE HYDRANT EXTENSIONS AND GATE VALVE NUT EXTENSIONS IF WATERLINE IS DEEPER THAN MINIMUM COVER.
  - PROVIDE INSULATION OVER WATERMAIN AND SERVICES WITH PROPOSED ELEVATIONS LESS THAN MINIMUM BURY DEPTH PER PROJECT DETAILS.
- CONTRACTOR SHALL PROVIDE 10 FEET MINIMUM HORIZONTAL SEPARATION (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE/STRUCTURE) BETWEEN WATER LINES AND SANITARY OR STORM LINES AND STRUCTURES.
- CONTRACTOR SHALL PROVIDE 18 INCH MINIMUM VERTICAL SEPARATION (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE) BETWEEN WATER LINES AND OTHER UTILITY LINE CROSSINGS. PROVIDE INSULATION WHERE WATER, SANITARY, OR STORM UTILITIES CROSS. OFFSET WATERMAIN AND SERVICES AS NECESSARY.
- PIPE LENGTH INDICATED BETWEEN STRUCTURES IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL INSTALL TRACER WIRE ON ALL SEWER AND WATER MAINS, LATERALS, SERVICE PIPE AND CONNECTIONS TO RISERS, CURB BOXES, MANHOLES, VALVES, HYDRANTS PER CITY/UTILITY PROVIDER REQUIREMENTS AND PROJECT DETAILS AND SPECIFICATIONS.
- IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE WATER LINE MUST INCLUDE ONE FULL LENGTH OF PIPE SO BOTH JOINTS ARE AS FAR FROM THE SEWER AS POSSIBLE AND SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE THRUST BLOCKING AS REQUIRED TO PROVIDE MINIMUM CLEARANCE.
- WATERMANS AND SERVICES SHALL NOT HAVE ANY INTERMITTENT HIGH POINTS, EXCEPT AT HYDRANTS OR AS NOTED AT SPECIFIC LOCATIONS ON THE PLANS.
- CONTRACTOR SHALL VERIFY PIPE SIZE, MATERIAL, AND ELEVATION FOR ALL CONNECTIONS, PROVIDE APPROPRIATE PIPES AND FITTINGS REQUIRED TO MAKE CONNECTIONS TO EXISTING INFRASTRUCTURE AS VERIFIED IN THE FIELD IN ACCORDANCE WITH CITY/UTILITY PROVIDER REQUIREMENTS.
- SANITARY SEWER AND WATER SERVICES ARE SHOWN TERMINATING AT THE BUILDING FOOTPRINT. VERIFY WITH MEP/PLUMBING PLANS/DESIGNER FOR EXACT LOCATIONS, ELEVATIONS, AND DIMENSIONS OF BACKFLOW DEVICES (DDCV AND PRZ ASSEMBLIES), METERS, AND BUILDING UTILITY ENTRANCE LOCATIONS. PROVIDE A RISER PIPE AS NEEDED TO MATCH PLUMBING PIPING.
- SANITARY AND WATER SERVICE SIZES AND ALIGNMENT ARE PRELIMINARY. CONTRACTOR TO DETERMINE FINAL SIZING AND ALIGNMENT W/ MEP DESIGN. IN THE EVENT THE FINAL SIZE OR ALIGNMENT IS DIFFERENT THAN PRELIMINARY, CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER IN WRITING IMMEDIATELY.
- LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED, AND APPROVED PRIOR TO BACKFILLING IN ACCORDANCE WITH AGENCY HAVING JURISDICTION REQUIREMENTS.
- CONTRACTOR SHALL PLACE AND COMPACT SUITABLE FILL MATERIAL BEFORE INSTALLATION OF PROPOSED UTILITIES.
- PROVIDE METAL FENCE POSTS AT END OF WATER AND SANITARY PIPE STUBS, 4' ABOVE GRADE. WATER FENCE POST SHALL BE PAINTED BLUE, SANITARY FENCE POST SHALL BE PAINTED GREEN.
- ANY EXISTING STRUCTURES (I.E. MANHOLES, VALVES, ETC.) WITHIN THE LIMITS OF DISTURBANCE SHALL HAVE RIMS ADJUSTED TO MATCH PROPOSED GRADES, UNLESS NOTED OTHERWISE. ADJUSTMENTS SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS.
- UTILITY SERVICES ARE SHOWN TO 5 FEET OF BUILDING FOOTPRINT. SEE MEP/PLUMBING PLANS FOR CONTINUATION. VERIFY LOCATIONS AND INVERT ELEVATIONS WITH MEP/PLUMBING PLANS. PROVIDE A RISER PIPE AS NEEDED TO MATCH PLUMBING PIPING.
- SANITARY SEWER MAIN, SERVICE PIPES, FITTINGS, AND STRUCTURES SHALL MEET THE FOLLOWING REQUIREMENTS:
  - SEWER SERVICE PIPING (PER MN PLUMBING CODE):
    - PVC SCHEDULE 40 PER ASTM D 1785
    - SEWER MAIN PIPING
      - 8 INCH DIA. AND LARGER, PVC SDR35 PER ASTM D 3034, PIPES LESS THAN 16 FEET DEEP
      - 8 INCH DIA. AND LARGER, PVC SDR26 PER ASTM D 3034, PIPES BETWEEN 16 FEET AND 25 FEET DEEP
    - FITTINGS: ASTM D 2665 FOR SDR AND SCH 40 PVC PIPE, INJECTION MOLDED
    - GASKETS: ASTM F 477 FOR SDR AND C900 PIPE
    - JOINTS: ASTM D 3212 FOR SDR PIPE, F 666 AND D 2564 FOR SCHEDULE 40 PIPE. JOINTS MUST BE CERTIFIED BY THE MANUFACTURER TO BE ABLE TO PASS THE AIR TEST OR AN INTERNAL HYDROSTATIC PRESSURE REQUIRED BY AGENCY HAVING JURISDICTION.
    - TRACER WIRE: CITY REQUIREMENTS OR CEAM 2611 AND PROJECT DETAILS AND SPECIFICATIONS. TRACER WIRE MUST BE A MINIMUM 12 AWG COPPER CLAD STEEL RATED TO 30 VOLTS, HMWPE MEETING ASTM D 1248, UL LISTED FOR USE IN DIRECT BURIAL APPLICATION, WITH DESIGNATION ON THE OUTSIDE OF THE WIRE CASING AND FOLLOW APWA COLOR CODE. MINIMUM BREAK LOAD SHALL BE 450 LBS (OPEN TRENCH) OR 1150 LBS (DIRECTIONAL DRILLING/BORING) OR 4,700 LBS (PIPE BURSTING/SLIP LINING). PROVIDE GROUNDING NODES, ACCESS BOXES, AND TEST STATIONS AS REQUIRED.
  - PRECAST STRUCTURES:
    - CONFORM TO THE DETAILS/STANDARD PLATES AS SHOWN ON THE DRAWINGS, INCLUDING INTEGRAL BASE SECTIONS AND RUBBER GASKETED TONGUE AND GROOVE JOINTS, UNLESS SHOWN OTHERWISE. ALL PIPE OPENINGS SHALL HAVE INTEGRAL CAST WATERTIGHT SEAL.
    - DESIGN: THE STRUCTURE BASE SLAB, PERIMETER WALLS, AND TOP SLAB SHALL BE DESIGNED FOR SHEAR STRENGTH, FLEXURAL STRENGTH, AND OTHER APPLICABLE STRENGTHS DUE TO HYDROSTATIC LOADING. THE DESIGN OF THE STRUCTURE SHALL CONFORM TO A MINIMUM FACTOR OF SAFETY OF 1.3 FOR BUOYANCY AND FLOTATION. THE HYDROSTATIC LOADING (WATER TABLE ELEVATIONS) SHALL BE ASSUMED FROM THE TOP OF THE STRUCTURE. THE STRUCTURE SHALL BE DESIGNED AND DETAILED PREPARED BY A PROFESSIONAL ENGINEER, EXPERIENCED IN PRECAST CONCRETE MANHOLE DESIGN, WHO IS REGISTERED IN THE STATE OF MINNESOTA.
    - ADJUSTMENT RINGS: CONCRETE WITH MINIMUM 3,000 PSI COMPRESSIVE STRENGTH, SINGLE HOOP 8-GAUGE STEEL WIRE REINFORCEMENT, AND 2 INCH THICKNESS EACH RING.
    - ADHESION MATERIAL: BETWEEN TOP SLAB AND BARREL SECTION - RAM-NEK OR APPROVED EQUAL. FOR CONCRETE RINGS, USE MORTAR MATERIALS.
    - EXTERNAL/INTERNAL SEALS: IN ACCORDANCE WITH CITY REQUIREMENTS.
- WATERMAIN, SERVICE PIPES AND FITTINGS TO MEET THE FOLLOWING REQUIREMENTS:
  - MAINS: PVC C900 DR 18 PER AWWA C 900
  - SERVICES: 4 INCH DIA. AND LARGER PVC - DUCTILE IRON PIPE CLASS 52 PER AWWA C150, C151 AND C104
  - FITTINGS: FITTINGS WITH 150 PSI WORKING PRESSURE DESIGNATED FOR CONNECTION TO SERVICE LINE BY THREADS OR FLARING IN ACCORDANCE WITH APPLICABLE ASME STANDARDS AND MN PLUMBING CODE. AWWA C153, 250 PSI WORKING PRESSURE WITH COATING PER AWWA C116
  - JOINTS: AWWA C111 WITH MECHANICAL JOINTS AND THRUST BLOCKING PER PROJECT DETAILS.
  - STUBS: MECHANICALLY RESTRAINED JOINTS WITH THRUST BLOCKING PER PROJECT DETAILS.
  - TRACER WIRE: CITY REQUIREMENTS OR CEAM 2611 AND PROJECT DETAILS AND SPECIFICATIONS. TRACER WIRE MUST BE A MINIMUM 12 AWG COPPER CLAD STEEL RATED TO 30 VOLTS, HMWPE MEETING ASTM D 1248, UL LISTED FOR USE IN DIRECT BURIAL APPLICATION, WITH DESIGNATION ON THE OUTSIDE OF THE WIRE CASING AND FOLLOW APWA COLOR CODE. MINIMUM BREAK LOAD SHALL BE 450 LBS (OPEN TRENCH) OR 1150 LBS (DIRECTIONAL DRILLING/BORING) OR 4,700 LBS (PIPE BURSTING/SLIP LINING). PROVIDE GROUNDING NODES, ACCESS BOXES, AND TEST STATIONS AS REQUIRED.
  - ENCASEMENT: POLYETHYLENE FILM PER AWWA C105. ENCASE DUCTILE IRON PIPE, FITTINGS, VALVES, AND OTHER APPURTENANCES.
  - JOINT RESTRAINT: PROVIDE AT ALL BENDS, TEES, AND DEAD-ENDS/STUBS IN ACCORDANCE WITH THE REQUIREMENTS OF CEAM AND EBA8 IRON RESTRAINT LENGTH CALCULATOR.
  - THRUST BLOCKING: WATERMAIN AND SERVICES REQUIRE THRUST BLOCKING PER PROJECT DETAILS. CONCRETE MUST HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI.
  - HYDRANTS: PER CITY REQUIREMENTS.
  - VALVES: PER CITY REQUIREMENTS.
- CONTRACTOR SHALL INSTALL AND PROVIDE BEDDING FOR PIPING/STRUCTURES IN ACCORDANCE WITH CEAM, ASTM D 2321 AND ASTM F 1668 (FOR GRAVITY SEWER), ASTM D 2774 (FOR PRESSURE PIPE), AWWA C605 (FOR PVC), AWWA C600 (FOR DIP), AND PROJECT/MANUFACTURER DETAILS AND SPECIFICATIONS.
- IF MANUFACTURER DETAILS SPECIFY DESIGN COMPONENTS TO BE DETERMINED BY SITE DESIGN ENGINEER, CONTRACTOR IS RESPONSIBLE FOR CONTACTING SITE DESIGN ENGINEER TO VERIFY SYSTEM REQUIREMENTS PRIOR TO CONSTRUCTION IF NOT NOTED IN THE DRAWINGS.

### UTILITY NOTES CONTINUED

- CONTRACTOR SHALL COMPACT EMBANKMENT/BEDDING/BACKFILL MATERIAL TO THE SPECIFIED DENSITY METHOD IN ACCORDANCE WITH MNDOT 2106 AND THE GEOTECHNICAL REPORT. CONTRACTOR SHALL MEET MOISTURE CONTENT/CONTROL REQUIREMENTS IN ACCORDANCE WITH MNDOT SPEC 2106, THE GEOTECHNICAL REPORT, AND SITE TESTING REQUIREMENTS.
- FIELD QUALITY CONTROL, TESTING, INSPECTIONS, AND CERTIFICATIONS MUST COMPLY WITH THE FOLLOWING:
  - ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, AGENCY HAVING JURISDICTION AND UTILITY PROVIDER COMPANIES.
  - SANITARY LINES AND STRUCTURES, INCLUDING BUT NOT LIMITED TO:
    - SERVICE PIPE AND STRUCTURES TESTING TO MEET MN PLUMBING CODE CHAPTER 7 SECTIONS 712 AND 723 REQUIREMENTS
    - LEAKAGE TESTING TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
    - DEFLECTION TESTING TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
    - TELEVISION INSPECTION TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
    - CONDUCTIVITY TESTING TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
  - WATER LINES AND STRUCTURES, INCLUDING BUT NOT LIMITED TO:
    - HYDROSTATIC PRESSURE TESTING TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
    - DISINFECTION OF THE WATER SYSTEM TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION, MN PLUMBING CODE CHAPTER 6 SECTION 609.9, AND MINNESOTA DEPARTMENT OF HEALTH REQUIREMENTS
    - CONDUCTIVITY TESTING TO MEET CITY/UTILITY PROVIDER/AGENCY HAVING JURISDICTION REQUIREMENTS
- A COPY OF THE TEST RESULTS MUST BE PROVIDED TO THE OWNER, ENGINEER, CITY/UTILITY PROVIDER, AND AGENCY HAVING JURISDICTION.
- CONTRACTOR SHALL PROVIDE AND INSTALL A FLEXIBLE COMPRESSION JOINT TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES IN ACCORDANCE WITH MINNESOTA PLUMBING CODE CHAPTER 7, SECTION 719.6. RESILIENT RUBBER JOINTS MAY BE USED IF APPROVED BY AGENCY HAVING JURISDICTION.
- TOLERANCES:
  - SANITARY PIPE
    - HORIZONTAL - WITHIN 0.50 FEET OF ALIGNMENT
    - VERTICAL - ZERO PLUS AND 0.08 FEET MINUS ELEVATION SHOWN WITH NO INTERMEDIATE HIGH POINTS, LEVEL SECTION, OR REVERSE INVERT SLOPE.
    - JOINT DEFLECTION - NO MORE THAN 75% OF MAXIMUM ALLOWABLE, AS RECOMMENDED BY MANUFACTURERS OF PIPE AND JOINT MATERIAL
  - SANITARY STRUCTURE
    - RIM ELEVATIONS - ZERO PLUS AND 0.08 FEET MINUS ELEVATION SHOWN.
  - WATER PIPE
    - HORIZONTAL - WITHIN 0.50 FEET OF ALIGNMENT
    - VERTICAL - 0 FEET PLUS AND 1 FEET MINUS ELEVATION SHOWN, WHILE MEETING THE MINIMUM SEPARATION REQUIREMENTS AT CROSSINGS.
    - JOINT DEFLECTION - NO MORE THAN 75% OF MAXIMUM ALLOWABLE, AS RECOMMENDED BY MANUFACTURERS OF PIPE AND JOINT MATERIAL
  - HYDRANTS/VALVES/CURB STOPS/TRACER WIRE ACCESS BOXES/CASTINGS:
    - WITHIN 0.05 FEET OF FINAL ELEVATION. VALVE/TRACER WIRE BOXES, CURB STOPS, AND CASTINGS SHALL NOT EXCEED ABOVE FINAL PAVED SURFACE ELEVATION.

### GRADING NOTES

- SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
- PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE, UNLESS NOTED OTHERWISE.
- THE SITE HAS NOT NECESSARILY BEEN DESIGNED TO BALANCE THE ON-SITE MATERIALS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO QUANTIFY SOIL IMPORT OR EXPORT FOR THE SITE AND PERFORM THEIR OWN QUANTITY TAKEOFFS FROM THE DRAWINGS FOR BIDDING PURPOSES. SUITABLE OFFSITE IMPORT MATERIAL MAY BE NECESSARY TO ACHIEVE THE FINAL GRADES SHOWN ON THE DRAWINGS. CONTRACTOR SHALL COORDINATE WITH GEOTECHNICAL ENGINEER TO VERIFY IMPORT, FROM CONTRACTOR DETERMINED SOURCE, IS SUITABLE FOR USE. EXCESS MATERIAL, UNLESS NOTED OTHERWISE, IS THE PROPERTY OF THE CONTRACTOR AND IS TO BE MOVED AND DISPOSED OF OFFSITE IN ACCORDANCE WITH APPLICABLE LAWS.
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND ENSURE NO PONDING IN PAVED AREAS. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF GRADING DISCREPANCIES ARE FOUND IN EXISTING OR PROPOSED GRADES PRIOR TO PLACEMENT OF PAVEMENT. OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING BEFORE PLACEMENT OF PAVEMENT TO ENSURE DRAINAGE IS ADEQUATE TO INTENDED AREA.
- CONTRACTOR SHALL BACKFILL SUBGRADE AND TRENCH EXCAVATIONS PROMPTLY AFTER EXCAVATION TO HELP OFFSET STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES AND TO AVOID UNDERMINING OF EXISTING PAVEMENT AND PUBLIC SAFETY OR ACCESS TO DRIVEWAYS.
- CONTRACTOR SHALL PROVIDE TOPSOIL, SEEDS/SOD, MULCH, AND FERTILIZER IN ACCORDANCE WITH THE LANDSCAPE PLAN.
- ALL DISTURBED PVIOUS AREAS ARE TO RECEIVE 6 INCHES OF IMPORTED OR SALVAGED TOPSOIL, UNLESS NOTED OTHERWISE. CONTRACTOR SHALL SALVAGE TOPSOIL BEFORE GRADING, AND STOCKPILE FOR RESPREADING.
- EXISTING TOPSOIL ON SITE VARIES IN DEPTH. CONTRACTOR SHALL REMOVE SURFACE VEGETATION AND TOPSOIL AND OTHER LOOSE, SOFT OR OTHERWISE UNSUITABLE MATERIAL FROM THE IMPERVIOUS AREAS AND OTHER AREAS AS DIRECTED BY THE GEOTECHNICAL ENGINEER BEFORE PLACEMENT OF SUITABLE FILL MATERIAL.
- CONTRACTOR SHALL EXCAVATE AND DISPOSE OF UNSUITABLE OR CONTAMINATED SOILS DISCOVERED ONSITE IN ACCORDANCE WITH APPLICABLE REGULATIONS AND AS DIRECTED BY GEOTECHNICAL ENGINEER.
- CONTRACTOR IS RESPONSIBLE FOR MEETING GRADING/COMPACTION REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT AND SPECIFICATIONS FOR THE PROJECT.
- CONTRACTOR SHALL CONSTRUCT/GRADE SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS IN ACCORDANCE WITH CURRENT ADA STATE AND NATIONAL STANDARDS. NOTIFY ENGINEER IN WRITING IMMEDIATELY IF ADA CRITERIA CANNOT BE MET AT ANY LOCATION.
- EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON INTERPOLATED POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IMMEDIATELY OF ANY FIELD DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTABILITY, REGULATORY COMPLIANCE (ADA), POSITIVE DRAINAGE, AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR REWORK OF A DISCREPANCY THAT IS NOT COMMUNICATED TO THE ENGINEER IN WRITING AT NO ADDITIONAL COST TO THE OWNER.
- EXCAVATE, COMPACT EMBANKMENT/SUITABLE FILL AND BACKFILL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND WITH MNDOT SPEC 2106 SPECIFIED DENSITY METHOD. CONTRACTOR SHALL MEET MOISTURE CONTENT/CONTROL REQUIREMENTS IN ACCORDANCE WITH MNDOT 2106, THE GEOTECHNICAL REPORT, AND SITE TESTING REQUIREMENTS.
- SOILS TESTING WILL BE COMPLETED BY THE OWNER'S GEOTECHNICAL ENGINEER/INDEPENDENT TESTING AGENCY. CONTRACTOR SHALL COORDINATE REQUIRED SOIL TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER. ONSITE EMBANKMENT MATERIAL FREE OF ORGANIC SOIL AND DEBRIS MAY BE CONSIDERED FOR REUSE AS SUITABLE FILL MATERIAL IN PVIOUS AREAS BUT MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER.
- IMPORTED SUITABLE FILL MATERIAL NEEDED MAY CONSIST OF SAND (SW, SP), SILTY SAND (SM), CLAYEY SAND (SC), SANDY LEAN CLAY OR LEAN CLAY (CL), ACCORDING TO THE USCS CLASSIFICATION WITH A PLASTIC INDEX OF THESE MATERIALS NOT EXCEEDING 15, AND MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER BEFORE BRINGING ON THE SITE.
- ANY EXISTING STRUCTURES (I.E. MANHOLES, VALVES, ETC.) WITHIN THE LIMITS OF DISTURBANCE SHALL HAVE RIMS ADJUSTED TO MATCH PROPOSED GRADES, UNLESS NOTED OTHERWISE. ADJUSTMENTS SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS.
- CONTRACTOR SHALL PROVIDE DEWATERING MEASURES AS REQUIRED OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER AT NO ADDITIONAL COST TO THE OWNER. SEE DEWATERING NOTES FOR ADDITIONAL REQUIREMENTS.
- FIELD QUALITY CONTROL:
  - COMPACTION TESTING WILL BE PERFORMED AT THE DISCRETION OF THE GEOTECHNICAL ENGINEER. TESTING SHALL FOLLOW THE FREQUENCY OUTLINED IN THE GEOTECHNICAL REPORT OR MNDOT SCHEDULE OF MATERIALS CONTROL. WHERE NO FREQUENCY IS PROVIDED, CONSULT THE ENGINEER FOR MINIMUM REQUIREMENTS.
- TOLERANCES:
  - GRADING ELEVATIONS - CONFORM TO MNDOT SPEC 2106.31 EXCEPT AS MODIFIED BELOW:
    - FINISHED GRADING OF SUBGRADE PRIOR TO PLACEMENT OF AGGREGATE BASE COURSES SHALL NOT VARY BY MORE THAN 0.05 FEET ABOVE OR BELOW THE DESIGN, OR ENGINEER ADJUSTED GRADE.



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SUITE 1000  
MINNEAPOLIS, MN 55402  
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CLIENT:



# TESSMAN RIDGE APARTMENTS

PROJECT TITLE	ISSUE NO.	1	2	3	4	5
CITY SUBMITTAL						
PRICING SET						
WATERSHED SUBMITTAL						
95% CONSTRUCTION DOCUMENTS						

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.

DATE: \_\_\_\_\_

PROJECT NO.: 227705017

DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA

ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE: GENERAL NOTES

SHEET NO.: G-003

U:\227705017\BROOKLYN PARK APARTMENTS\_DESIGN1\_CADD\PLANSHEET\SSC-002\_GENERAL NOTES.dwg





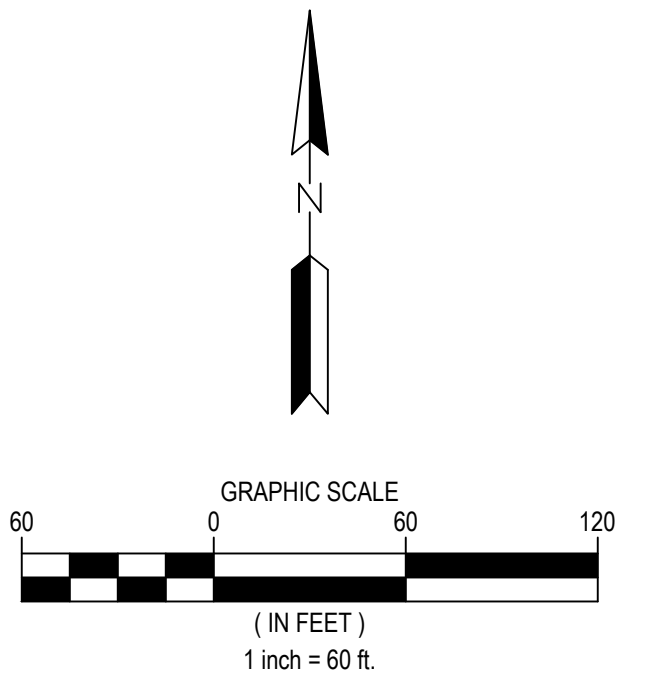
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING UNDERGROUND FIBER OPTIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING CURB AND GUTTER
- EXISTING SANITARY MANHOLE
- EXISTING STORM SEWER INLET
- EXISTING FLARED END SECTION
- EXISTING WATER VALVE
- EXISTING GAS MARKER
- EXISTING COMMUNICATIONS PEDESTAL
- EXISTING ELECTRIC MANHOLE
- EXISTING SIGN
- EXISTING DECIDUOUS TREE
- EXISTING SHRUB/BUSH
- EXISTING HAND HOLE

**NOTES**

- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.

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CALL BEFORE YOU DIG  
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TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

DATE	DESCRIPTION	ISSUE NO.	PROJECT TITLE
08/29/2022	CITY SUBMITTAL	1	TESSMAN RIDGE APARTMENTS
10/12/2022	CITY RESUBMITTAL	2	
02/09/2023	PRICING SET	3	
02/28/2023	WATERSEED SUBMITTAL	4	
03/17/2023	95% CONSTRUCTION DOCUMENTS	5	

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DATE: \_\_\_\_\_  
PROJECT NO.: 227705017

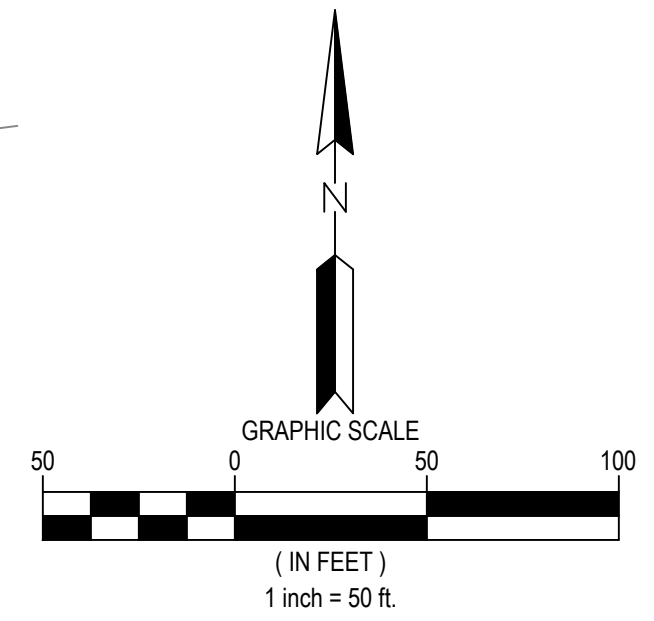
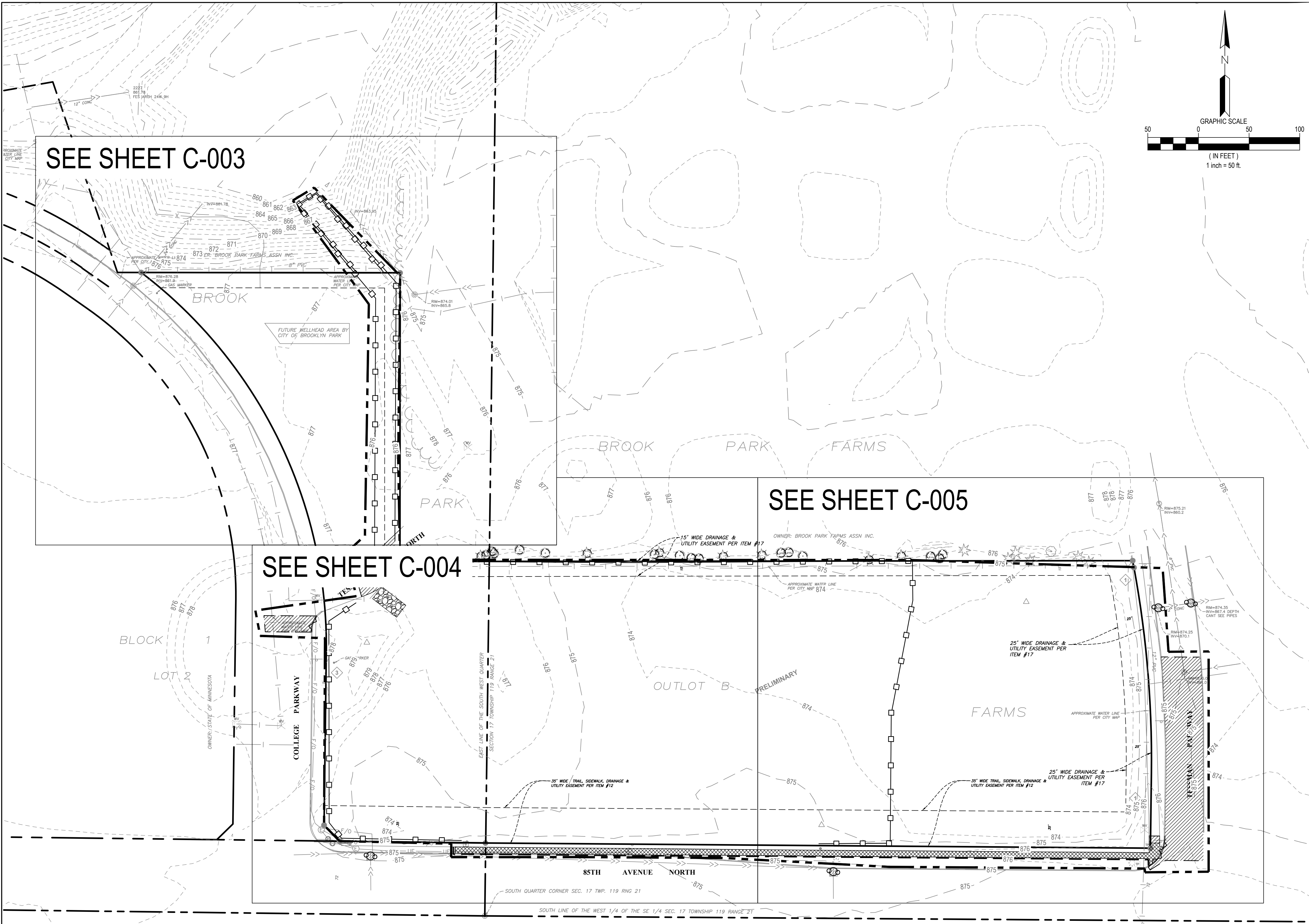
DWN BY: HKK	CHKD BY: JRA	APPD BY: JRA
ISSUE DATE: 03/17/2023	ISSUE NO.: 5	SHEET TITLE: EXISTING CONDITIONS
SHEET NO.: C-001		

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### LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- CONSTRUCTION LIMITS
- SAWCUT PAVEMENT
- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE PAVEMENT
- STABILIZED CONSTRUCTION EXIT
- BIOROLL
- SILT FENCE
- TREE PROTECTION
- INLET PROTECTION

### NOTES

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CLIENT:  
**Duffy Development Company, Inc.**

**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

DATE	DESCRIPTION	ISSUE NO.
08/29/2022	CITY SUBMITTAL	1
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DATE: \_\_\_\_\_

PROJECT NO.: 227705017  
DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA  
ISSUE DATE: 03/17/2023  
ISSUE NO.: 5  
SHEET TITLE: OVERALL REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN  
SHEET NO.: C-002

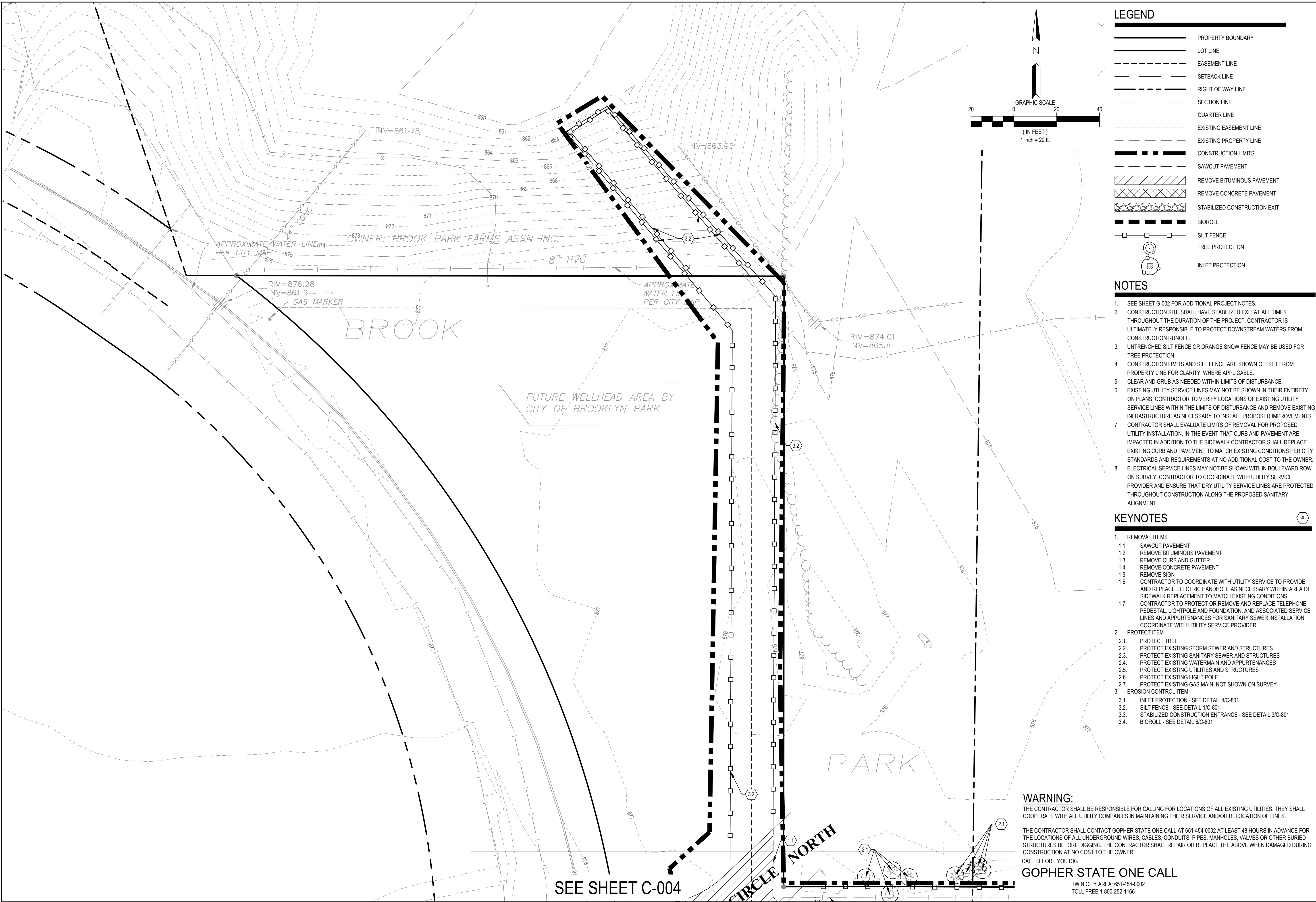
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TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

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**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
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- REMOVE CONCRETE PAVEMENT
- STABILIZED CONSTRUCTION EXIT
- BIOROLL
- SILT FENCE
- TREE PROTECTION
- INLET PROTECTION

**NOTES**

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**KEYNOTES**

1. REMOVAL ITEMS
  - 1.1. SAWCUT PAVEMENT
  - 1.2. REMOVE BITUMINOUS PAVEMENT
  - 1.3. REMOVE CURB AND GUTTER
  - 1.4. REMOVE CONCRETE PAVEMENT
  - 1.5. REMOVE SIGN
  - 1.6. CONTRACTOR TO COORDINATE WITH UTILITY SERVICE TO PROVIDE AND REPLACE ELECTRIC HANDHOLE AS NECESSARY WITHIN AREA OF SIDEWALK REPLACEMENT TO MATCH EXISTING CONDITIONS.
  - 1.7. CONTRACTOR TO PROTECT OR REMOVE AND REPLACE TELEPHONE PEDESTAL, LIGHTPOLE AND FOUNDATION, AND ASSOCIATED SERVICE LINES AND APPURTENANCES FOR SANITARY SEWER INSTALLATION. COORDINATE WITH UTILITY SERVICE PROVIDER.
2. PROTECT ITEM
  - 2.1. PROTECT TREE
  - 2.2. PROTECT EXISTING STORM SEWER AND STRUCTURES
  - 2.3. PROTECT EXISTING SANITARY SEWER AND STRUCTURES
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  - 2.7. PROTECT EXISTING GAS MAIN, NOT SHOWN ON SURVEY
3. EROSION CONTROL ITEM
  - 3.1. INLET PROTECTION - SEE DETAIL 4/C-801
  - 3.2. SILT FENCE - SEE DETAIL 1/C-801
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CLIENT:  
**Duffy Development Company, Inc.**

**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

ISSUE NO.	PROJECT TITLE
1	
2	
3	
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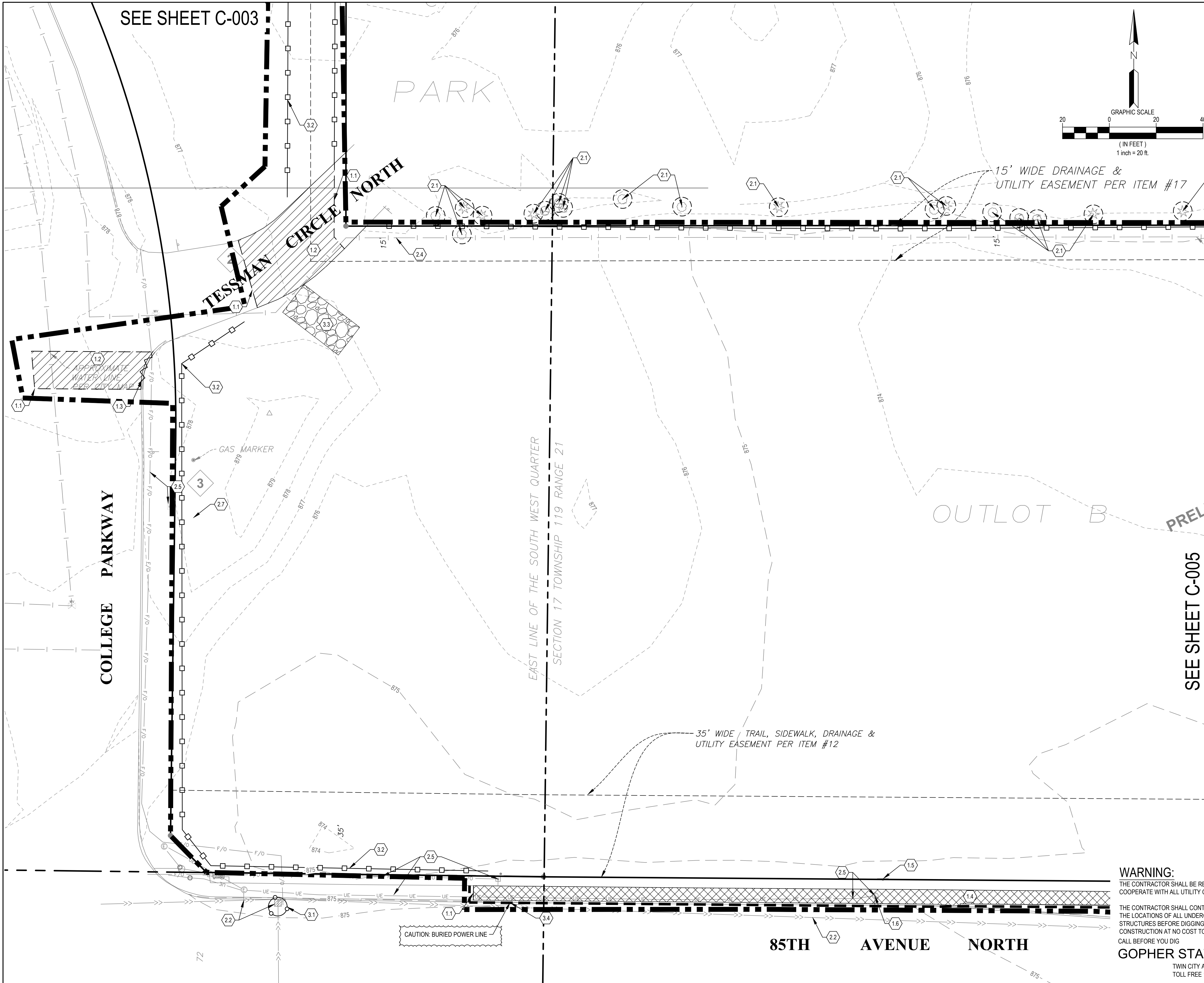
DATE	DESCRIPTION
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02/28/2023	WATERSEED SUBMITTAL
03/17/2023	95% CONSTRUCTION DOCUMENTS

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PROJECT NO.: 227705017  
DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA  
ISSUE DATE: 03/17/2023  
ISSUE NO.: 5  
SHEET TITLE: REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN  
SHEET NO.: **C-003**

3/17/2023 12:15:23 PM



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
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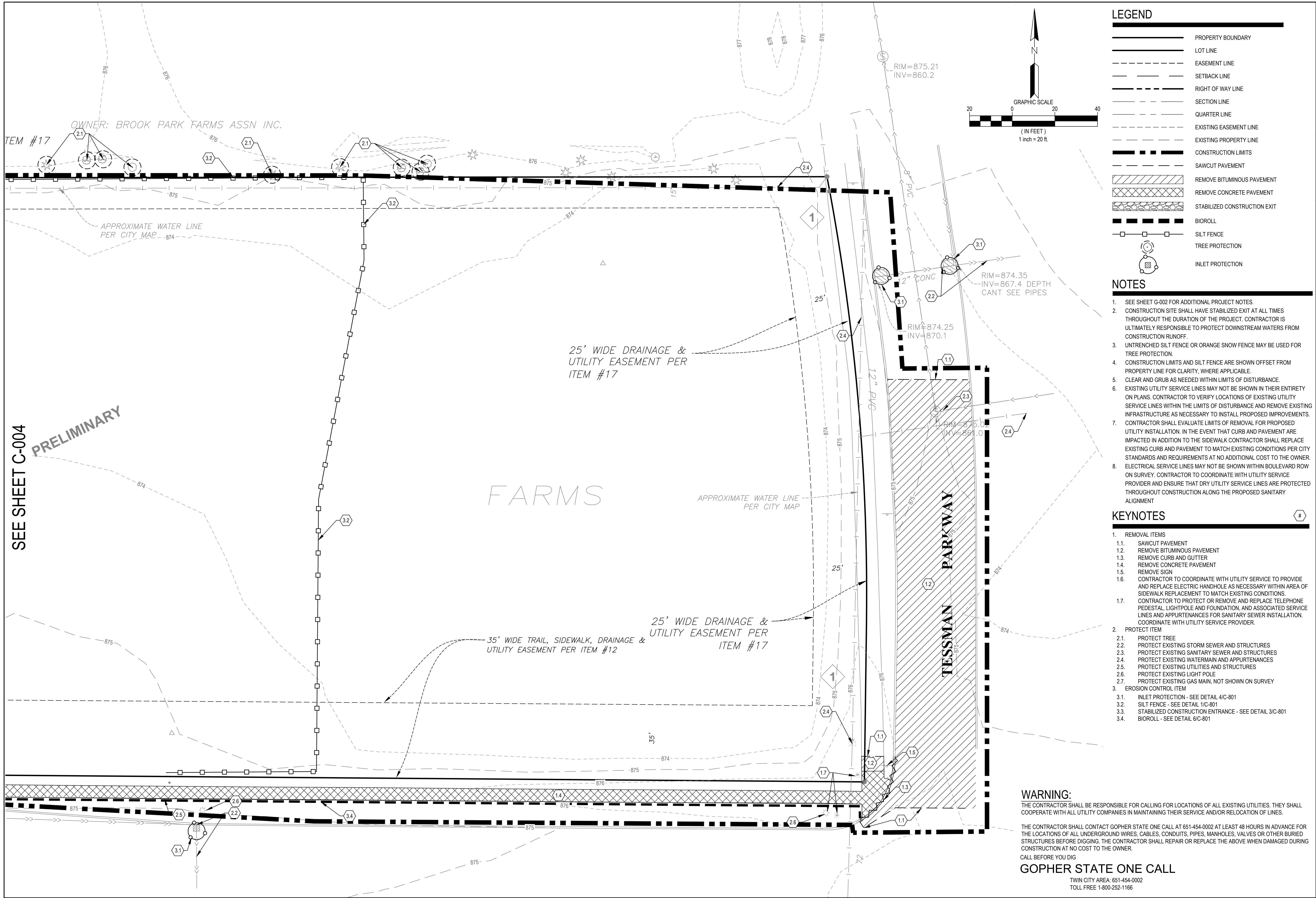
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PROJECT NO.:	227705017
DWN BY:	CHKD BY:
HKK	JRA
ISSUE DATE:	APPD BY:
03/17/2023	JRA
ISSUE NO.:	5
SHEET TITLE:	REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN
SHEET NO.:	C-004

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3/17/2023 12:15:24 PM



**LEGEND**

- PROPERTY BOUNDARY
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4. CONSTRUCTION LIMITS AND SILT FENCE ARE SHOWN OFFSET FROM PROPERTY LINE FOR CLARITY, WHERE APPLICABLE.
5. CLEAR AND GRUB AS NEEDED WITHIN LIMITS OF DISTURBANCE.
6. EXISTING UTILITY SERVICE LINES MAY NOT BE SHOWN IN THEIR ENTIRETY ON PLANS. CONTRACTOR TO VERIFY LOCATIONS OF EXISTING UTILITY SERVICE LINES WITHIN THE LIMITS OF DISTURBANCE AND REMOVE EXISTING INFRASTRUCTURE AS NECESSARY TO INSTALL PROPOSED IMPROVEMENTS.
7. CONTRACTOR SHALL EVALUATE LIMITS OF REMOVAL FOR PROPOSED UTILITY INSTALLATION. IN THE EVENT THAT CURB AND PAVEMENT ARE IMPACTED IN ADDITION TO THE SIDEWALK CONTRACTOR SHALL REPLACE EXISTING CURB AND PAVEMENT TO MATCH EXISTING CONDITIONS PER CITY STANDARDS AND REQUIREMENTS AT NO ADDITIONAL COST TO THE OWNER.
8. ELECTRICAL SERVICE LINES MAY NOT BE SHOWN WITHIN BOULEVARD ROW ON SURVEY. CONTRACTOR TO COORDINATE WITH UTILITY SERVICE PROVIDER AND ENSURE THAT DRY UTILITY SERVICE LINES ARE PROTECTED THROUGHOUT CONSTRUCTION ALONG THE PROPOSED SANITARY ALIGNMENT

**KEYNOTES**

1. REMOVAL ITEMS
  - 1.1. SAWCUT PAVEMENT
  - 1.2. REMOVE BITUMINOUS PAVEMENT
  - 1.3. REMOVE CURB AND GUTTER
  - 1.4. REMOVE CONCRETE PAVEMENT
  - 1.5. REMOVE SIGN
  - 1.6. CONTRACTOR TO COORDINATE WITH UTILITY SERVICE TO PROVIDE AND REPLACE ELECTRIC HANDHOLE AS NECESSARY WITHIN AREA OF SIDEWALK REPLACEMENT TO MATCH EXISTING CONDITIONS.
  - 1.7. CONTRACTOR TO PROTECT OR REMOVE AND REPLACE TELEPHONE PEDESTAL, LIGHTPOLE AND FOUNDATION, AND ASSOCIATED SERVICE LINES AND APPURTENANCES FOR SANITARY SEWER INSTALLATION. COORDINATE WITH UTILITY SERVICE PROVIDER.
2. PROTECT ITEM
  - 2.1. PROTECT TREE
  - 2.2. PROTECT EXISTING STORM SEWER AND STRUCTURES
  - 2.3. PROTECT EXISTING SANITARY SEWER AND STRUCTURES
  - 2.4. PROTECT EXISTING WATERMAIN AND APPURTENANCES
  - 2.5. PROTECT EXISTING UTILITIES AND STRUCTURES
  - 2.6. PROTECT EXISTING LIGHT POLE
  - 2.7. PROTECT EXISTING GAS MAIN, NOT SHOWN ON SURVEY
3. EROSION CONTROL ITEM
  - 3.1. INLET PROTECTION - SEE DETAIL 4/C-801
  - 3.2. SILT FENCE - SEE DETAIL 1/C-801
  - 3.3. STABILIZED CONSTRUCTION ENTRANCE - SEE DETAIL 3/C-801
  - 3.4. BIOROLL - SEE DETAIL 6/C-801

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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

SEE SHEET C-004  
**PRELIMINARY**

**TESSMAN RIDGE APARTMENTS**

**Stantec**  
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

**Duffy Development Company, Inc.**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

DATE	DESCRIPTION	ISSUE NO.	PROJECT TITLE
08/29/2022	CITY SUBMITTAL	1	TESSMAN RIDGE APARTMENTS
10/12/2022	CITY RESUBMITTAL	2	
03/09/2023	PRICING SET	3	
02/28/2023	WATERSEED SUBMITTAL	4	
03/17/2023	95% CONSTRUCTION DOCUMENTS	5	

**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.

PROJECT NO.: 227705017  
DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA  
ISSUE DATE: 03/17/2023  
ISSUE NO.: 5  
SHEET TITLE: REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN  
SHEET NO.: **C-005**



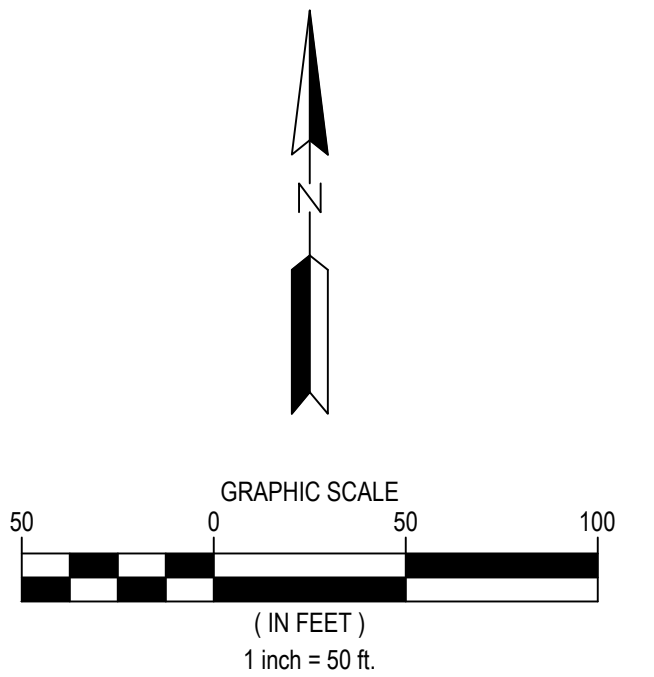


733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

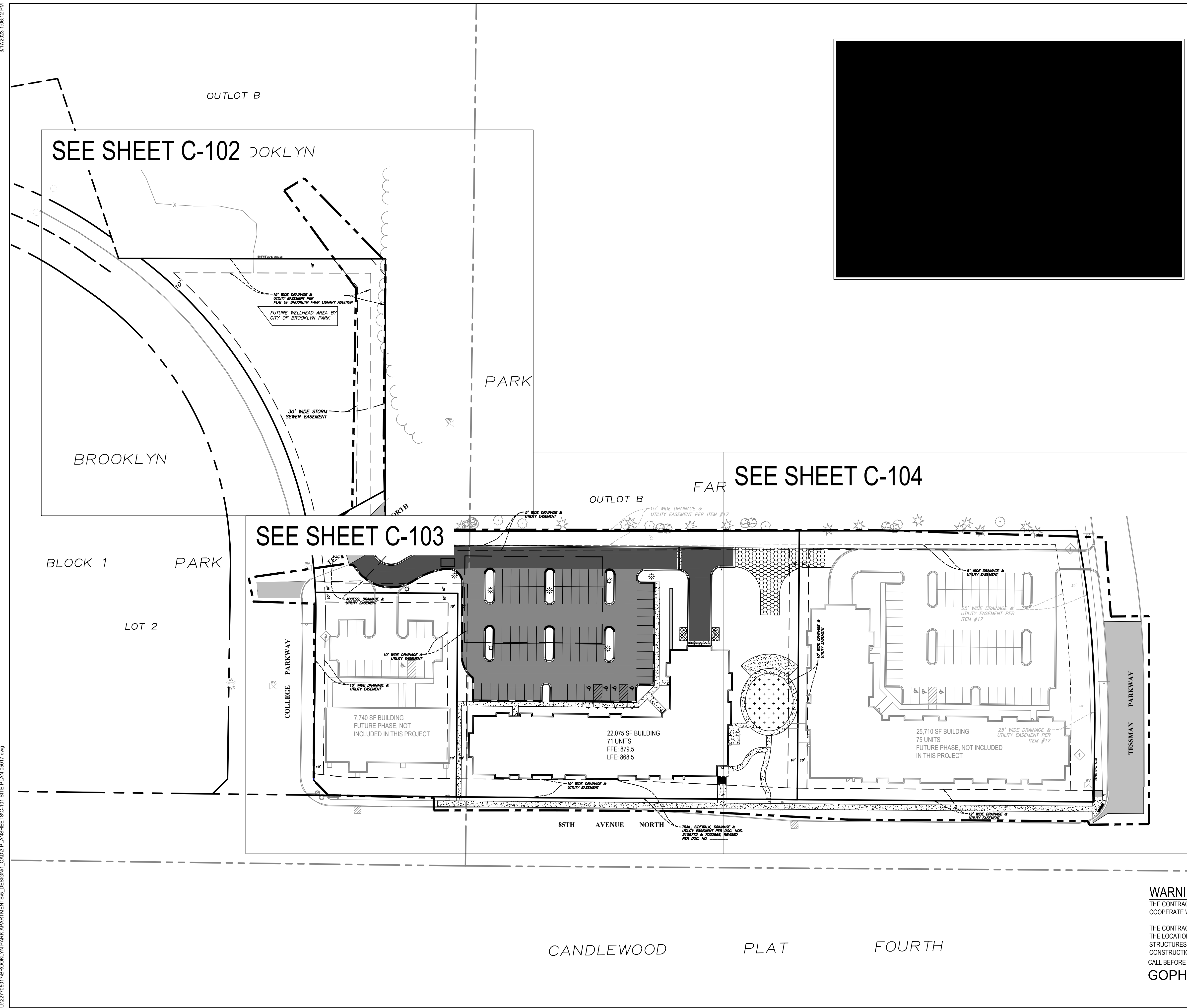


**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- CURB AND GUTTER
- BITUMINOUS PAVEMENT
- PATCH BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAD BY OTHERS
- REINFORCED TURF EMERGENCY VEHICLE ACCESS
- PLAYGROUND
- RETAINING WALL BY OTHERS
- UNDERGROUND SYSTEM
- TIP OUT CURB AND GUTTER
- PROPOSED PARKING COUNT

**NOTES**

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TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

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10/19/2022	CITY RESUBMITTAL	2
02/09/2023	PRICING SET	3
02/28/2023	WATERSEAL SUBMITTAL	4
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PROJECT NO.: 227705017  
DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA  
ISSUE DATE: 03/17/2023  
ISSUE NO.: 5  
SHEET TITLE: OVERALL SITE PLAN  
SHEET NO.: C-101

U:\227705017\BROOKLYN PARK APARTMENTS\DESIGN\1\_CADD\03 PLANSHEET\SSC-101 SITE PLAN 05017.dwg    3/17/2023 1:06:12 PM



733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

**LEGEND**

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- EASEMENT LINE
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- PLAYGROUND
- RETAINING WALL BY OTHERS
- UNDERGROUND SYSTEM
- TIP OUT CURB AND GUTTER
- PROPOSED PARKING COUNT

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  - 1.5. B612 CURB AND GUTTER - SEE DETAIL 1/C-802
  - 1.6. TRENCH DRAIN
    - 1.6.1. NORTH - SEE DETAIL 6/C-803 AND SHEET C-501
    - 1.6.2. SOUTH - SEE DETAIL 4/C-803 AND SHEET C-501
  - 1.7. ADA ACCESSIBLE PARKING STALL W/ SIGN - SEE DETAILS 10,11,12,13/C-802
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  - 1.13. ADA ACCESSIBLE CURB RAMP - SEE SHEETS C-804 AND C-805
  - 1.14. UNDERGROUND SYSTEM - SEE SHEET C-501
  - 1.15. UNDERGROUND CONCRETE FILTER VAULT UP-FLO BY HYDRO INTERNATIONAL OR APPROVED EQUAL - SEE SHEET C-501
  - 1.16. HEAVY DUTY BITUMINOUS PAVEMENT - SEE DETAIL 8/C-801
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  - 2.7. STAIRS - SEE ARCHITECTURAL/STRUCTURAL PLANS
  - 2.8. CANOPY - SEE ARCHITECTURAL/STRUCTURAL PLANS

PARK

**WARNING:**

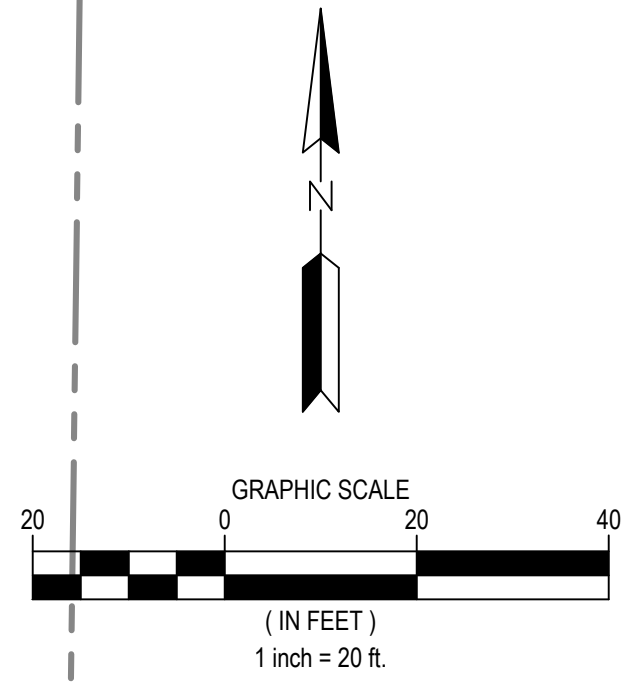
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CALL BEFORE YOU DIG

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TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166



BROOKLYN

BROOKLYN

CIRCLE NORTH

SEE SHEET C-103

S89°56'05"E 255.58

15' WIDE DRAINAGE & UTILITY EASEMENT PER PLAT OF BROOKLYN PARK LIBRARY ADDITION

FUTURE WELLHEAD AREA BY CITY OF BROOKLYN PARK

30' WIDE STORM SEWER EASEMENT

3/17/2023 1:06:14 PM

U:\2277050\BROOKLYN PARK APARTMENTS\DESIGN\CAD\03 PLANSHEET\SC-101 SITE PLAN 05017.dwg

PROJECT TITLE

ISSUE NO.

DATE	DESCRIPTION	ISSUE NO.
08/29/2022	CITY SUBMITTAL	1
10/12/2022	CITY RESUBMITTAL	2
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03/17/2023	95% CONSTRUCTION DOCUMENTS	5

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DATE:

PROJECT NO.: 227705017

DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA

ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE:

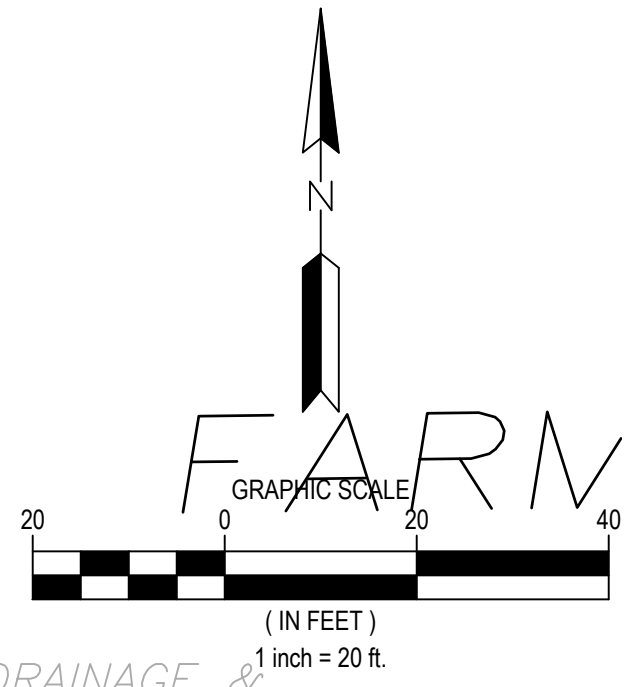
SITE PLAN

SHEET NO.:

**C-102**

SEE SHEET C-102

OUTLOT B



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
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  - 2.7. STAIRS - SEE ARCHITECTURAL/STRUCTURAL PLANS
  - 2.8. CANOPY - SEE ARCHITECTURAL/STRUCTURAL PLANS

TESSMAN CIRCLE NORTH

COLLEGE PARKWAY

7,740 SF BUILDING  
FUTURE PHASE, NOT  
INCLUDED IN THIS PROJECT

22,075 SF BUILDING  
71 UNITS  
FFE: 879.5  
LFE: 868.5

85TH AVENUE NORTH

TRAIL, SI  
UTILITY E  
3105772  
PER DOC

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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

DATE	DESCRIPTION	ISSUE NO.
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PROJECT NO.:	227705017
DWN BY:	CHKD BY:
HKK	JRA
APPD BY:	JRA
ISSUE DATE:	03/17/2023
ISSUE NO.:	5
SHEET TITLE:	SITE PLAN
SHEET NO.:	C-103

U:\227705017\BROOKLYN PARK APARTMENTS\DESIGN\1\_CADD\PLANSHEET\SC-101 SITE PLAN 05017.dwg 3/17/2023 1:06:15 PM

**LEGEND**

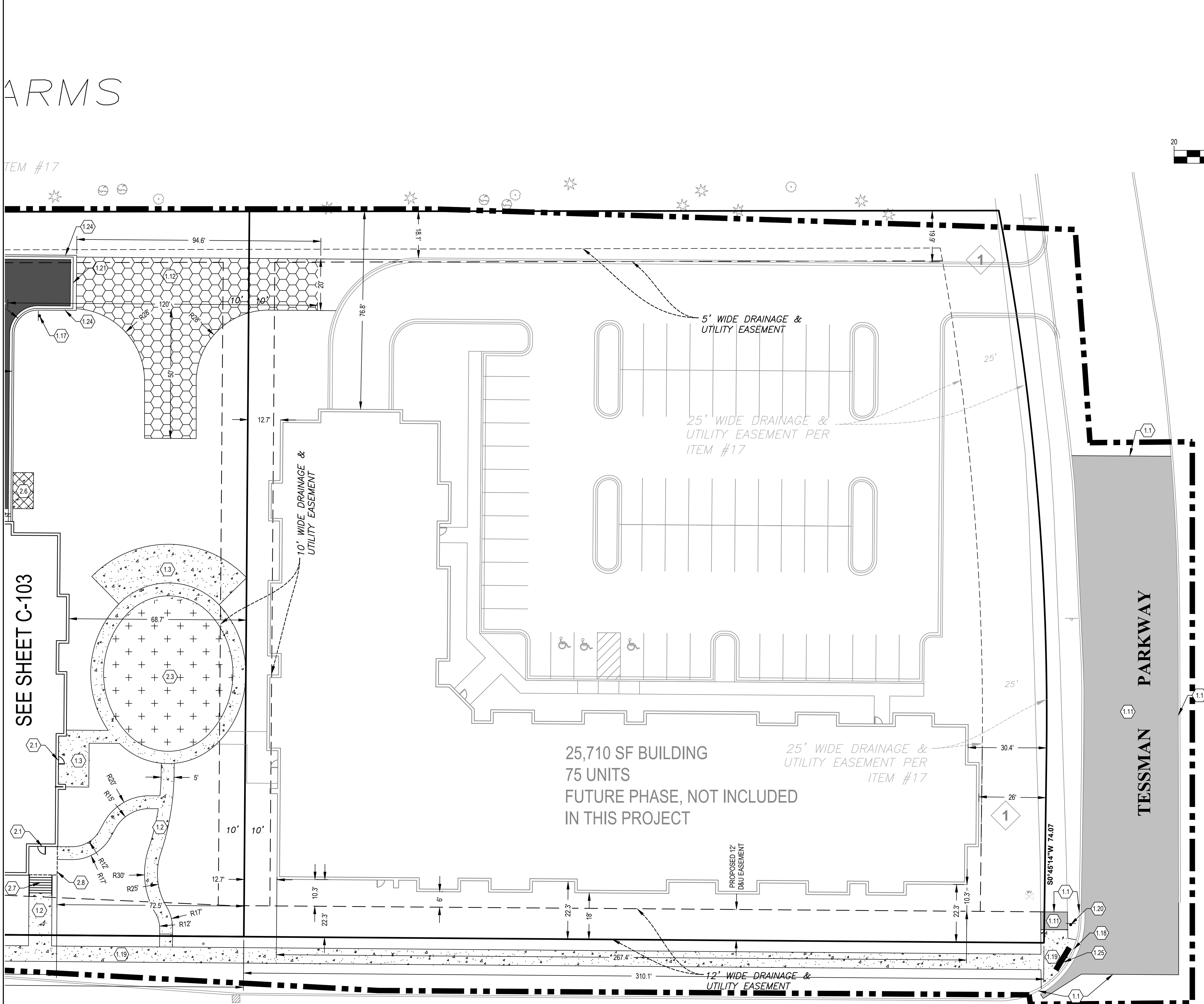
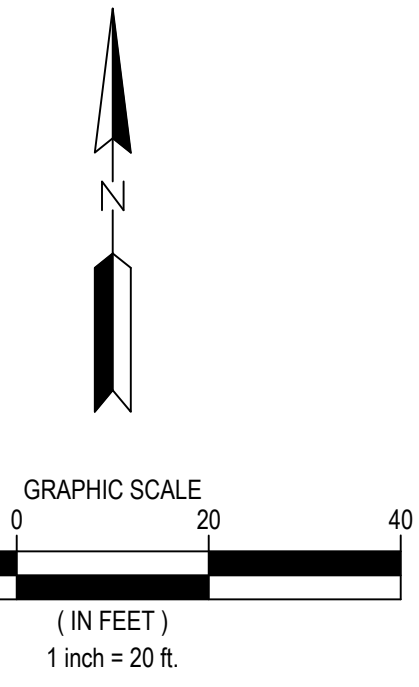
- PROPERTY BOUNDARY
- LOT LINE
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- SECTION LINE
- QUARTER LINE
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  - 2.4. FUTURE WELLHEAD AREA BY CITY OF BROOKLYN PARK. SHOWN FOR PLANNING PURPOSES ONLY
  - 2.5. LIGHT POLE
  - 2.6. TRASH ENCLOSURE WITH CONCRETE PAD - SEE ARCHITECTURAL/STRUCTURAL PLANS
  - 2.7. STAIRS - SEE ARCHITECTURAL/STRUCTURAL PLANS
  - 2.8. CANOPY - SEE ARCHITECTURAL/STRUCTURAL PLANS



**WARNING:**  
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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:

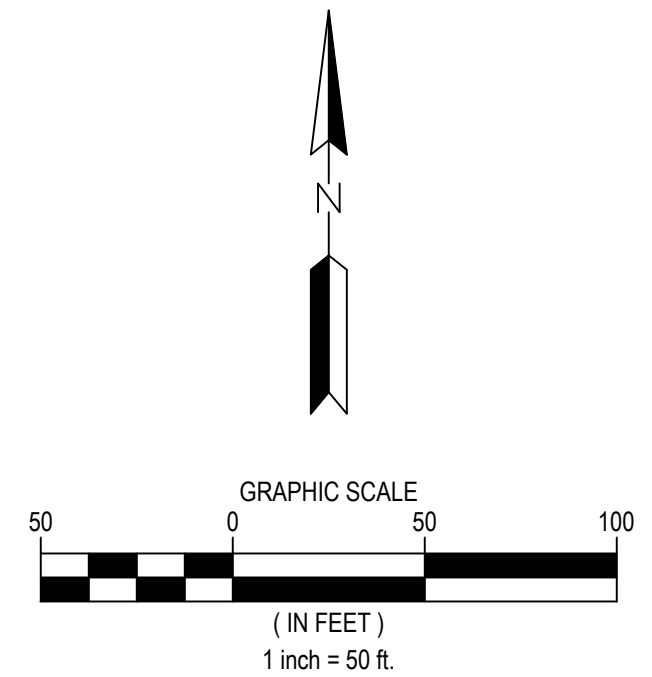


**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

ISSUE NO.	PROJECT TITLE
1	
2	
3	
4	
5	

DATE	DESCRIPTION
08/29/2022	CITY SUBMITTAL
10/12/2022	CITY RESUBMITTAL
02/09/2023	PRICING SET
02/28/2023	WATERSEED SUBMITTAL
03/17/2023	95% CONSTRUCTION DOCUMENTS

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.		
ISSUE NO.:		
DATE:		
PROJECT NO.:	227705017	
DWN BY:	CHKD BY:	APPD BY:
HKK	JRA	JRA
ISSUE DATE:	03/17/2023	
ISSUE NO.:	5	
SHEET TITLE: OVERALL POST-CONSTRUCTION STABILIZATION PLAN		
SHEET NO.:		
<b>C-201</b>		



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- - - EASEMENT LINE
- - - SETBACK LINE
- - - RIGHT OF WAY LINE
- - - SECTION LINE
- - - QUARTER LINE
- - - EXISTING EASEMENT LINE
- - - EXISTING PROPERTY LINE
- - - EXISTING MINOR CONTOUR
- - - EXISTING MAJOR CONTOUR
- - - PROPOSED MINOR CONTOUR
- - - PROPOSED MAJOR CONTOUR
- - - GRADING LIMITS
- - - CONSTRUCTION LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- ▭ FLARED END SECTION
- ▨ STABILIZED CONSTRUCTION EXIT
- ▩ EROSION CONTROL BLANKET
- ▧ PERMANENT STABILIZATION
- ▦ RIPRAP
- SILT FENCE
- BIOLOG
- INLET PROTECTION

**NOTES**

- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
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- CONSTRUCTION LIMITS AND SILT FENCE SHOWN OFFSET TO THE PROPERTY LINE FOR CLARITY, WHERE APPLICABLE.
- CLEAR AND GRUB AS NEEDED WITHIN LIMITS OF DISTURBANCE.
- EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL SLOPES 4:1 OR STEEPER, UPON COMPLETION OF GRADING.

**KEYNOTES**

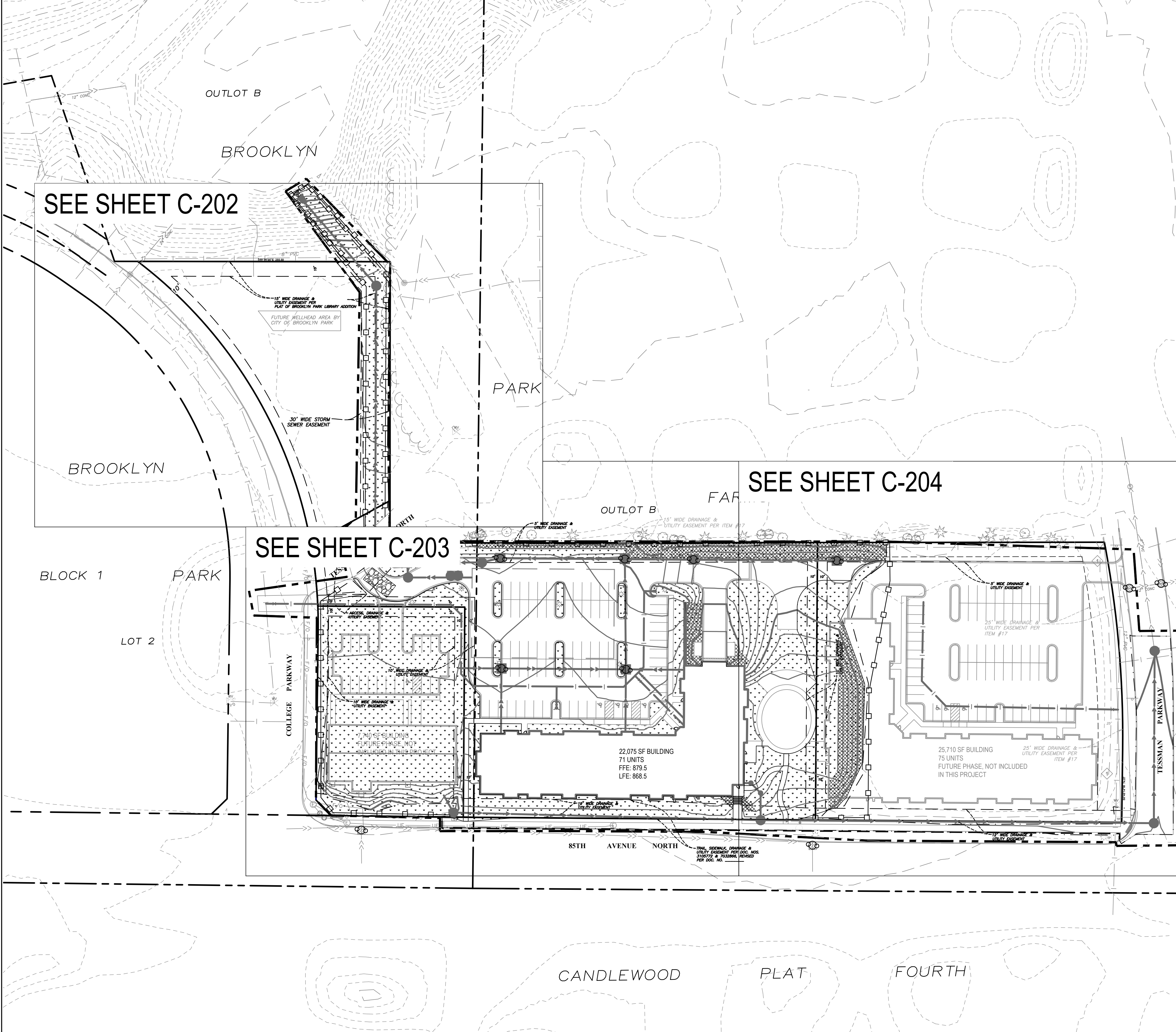
- INLET PROTECTION - SEE DETAIL 4/C-801
- SILT FENCE - SEE DETAIL 1/C-801
- STABILIZED CONSTRUCTION EXIT - SEE DETAIL 3/C-801
- PERMANENT STABILIZATION - SEE LANDSCAPE PLAN
- RIPRAP - SEE DETAIL 5/C-801
- EROSION CONTROL BLANKET - SEE DETAIL 2/C-801
- BIOROLL - SEE DETAIL 6/C-801

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TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166



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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

ISSUE NO.	PROJECT TITLE
1	TESSMAN RIDGE APARTMENTS
2	
3	
4	
5	

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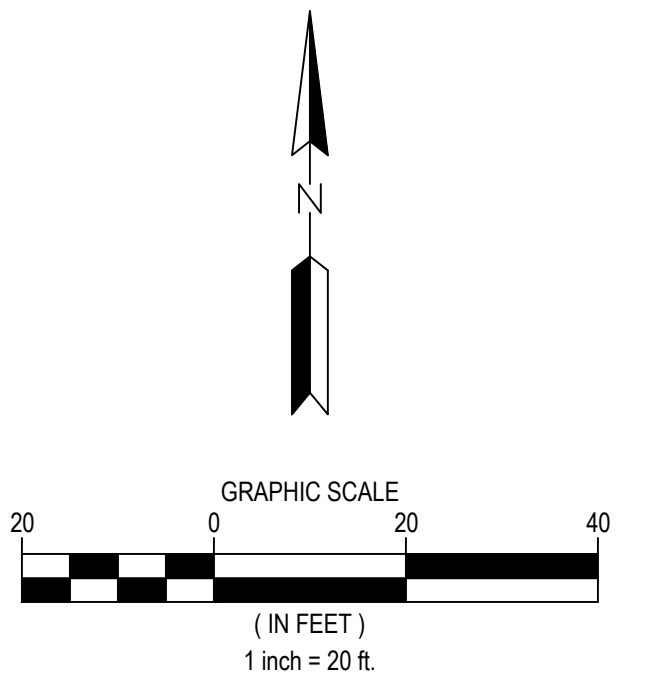
DATE: \_\_\_\_\_  
PROJECT NO.: 227705017

DWN BY: HKK  
CHKD BY: JRA  
APPD BY: JRA  
ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE:  
POST-CONSTRUCTION STABILIZATION PLAN

SHEET NO.:  
**C-202**



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- - - EASEMENT LINE
- - - SETBACK LINE
- - - RIGHT OF WAY LINE
- - - SECTION LINE
- - - QUARTER LINE
- - - EXISTING EASEMENT LINE
- - - EXISTING PROPERTY LINE
- - - EXISTING MINOR CONTOUR
- - - EXISTING MAJOR CONTOUR
- - - PROPOSED MINOR CONTOUR
- - - PROPOSED MAJOR CONTOUR
- - - GRADING LIMITS
- - - CONSTRUCTION LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- ▭ FLARED END SECTION
- ▨ STABILIZED CONSTRUCTION EXIT
- ▩ EROSION CONTROL BLANKET
- ▧ PERMANENT STABILIZATION
- ▦ RIPRAP
- SILT FENCE
- BIOLOG
- ⊗ INLET PROTECTION

**NOTES**

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**KEYNOTES**

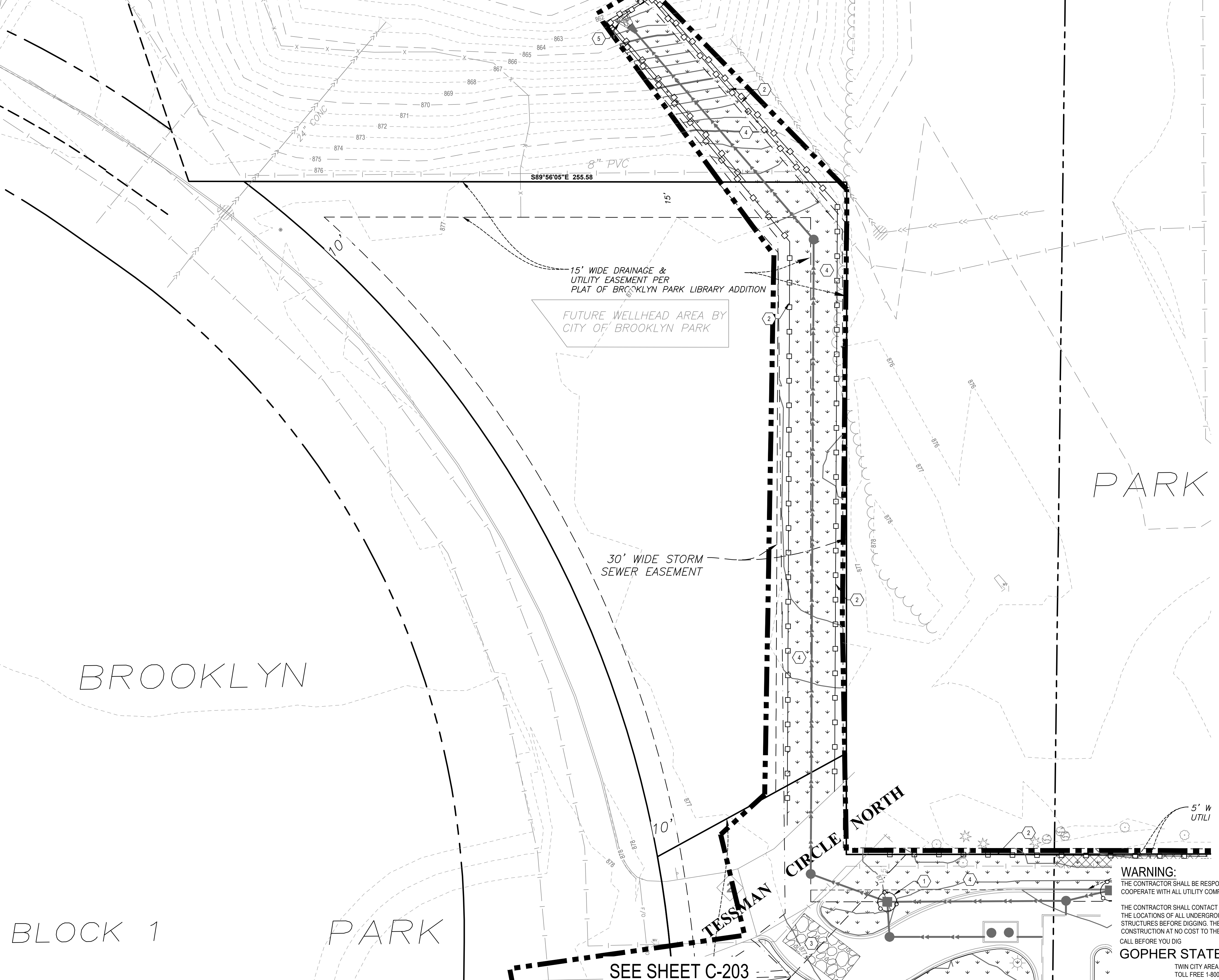
- INLET PROTECTION - SEE DETAIL 4/C-801
- SILT FENCE - SEE DETAIL 1/C-801
- STABILIZED CONSTRUCTION EXIT - SEE DETAIL 3/C-801
- PERMANENT STABILIZATION - SEE LANDSCAPE PLAN
- RIPRAP - SEE DETAIL 5/C-801
- EROSION CONTROL BLANKET - SEE DETAIL 2/C-801
- BIOROLL - SEE DETAIL 6/C-801

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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166



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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

DATE	DESCRIPTION	ISSUE NO.
08/29/2022	CITY SUBMITTAL	1
10/12/2022	CITY RESUBMITTAL	2
02/09/2023	PRICING SET	3
02/28/2023	WATERSEED SUBMITTAL	4
03/17/2023	95% CONSTRUCTION DOCUMENTS	5

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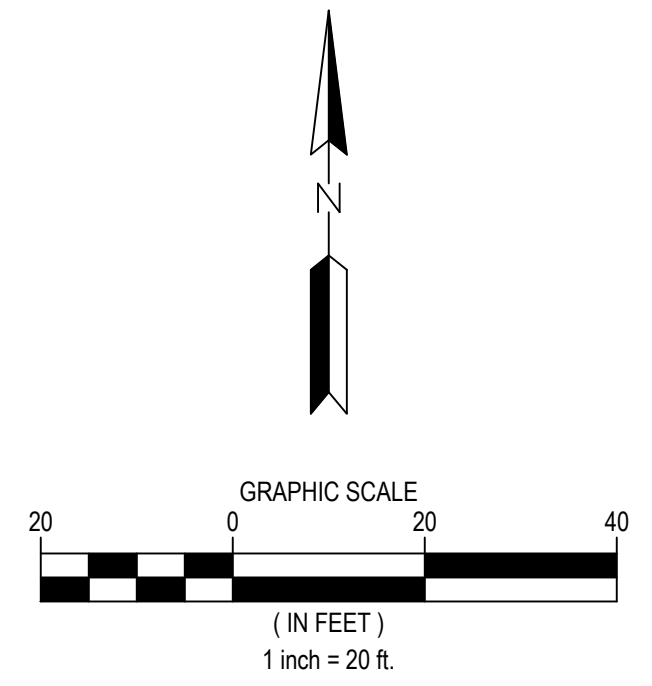
DATE: \_\_\_\_\_  
PROJECT NO.: 227705017

DWN BY: HKK  
CHKD BY: JRA  
APPD BY: JRA  
ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE:  
POST-CONSTRUCTION STABILIZATION PLAN

SHEET NO.:  
**C-203**



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- - - EASEMENT LINE
- - - SETBACK LINE
- - - RIGHT OF WAY LINE
- - - SECTION LINE
- - - QUARTER LINE
- - - EXISTING EASEMENT LINE
- - - EXISTING PROPERTY LINE
- - - 901 EXISTING MINOR CONTOUR
- - - 900 EXISTING MAJOR CONTOUR
- - - 901 PROPOSED MINOR CONTOUR
- - - 900 PROPOSED MAJOR CONTOUR
- - - GRADING LIMITS
- - - CONSTRUCTION LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- ▭ FLARED END SECTION
- ▨ STABILIZED CONSTRUCTION EXIT
- ▨ EROSION CONTROL BLANKET
- ▨ PERMANENT STABILIZATION
- ▨ RIPRAP
- ▨ SILT FENCE
- ▨ BILOG
- ▨ INLET PROTECTION

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**KEYNOTES**

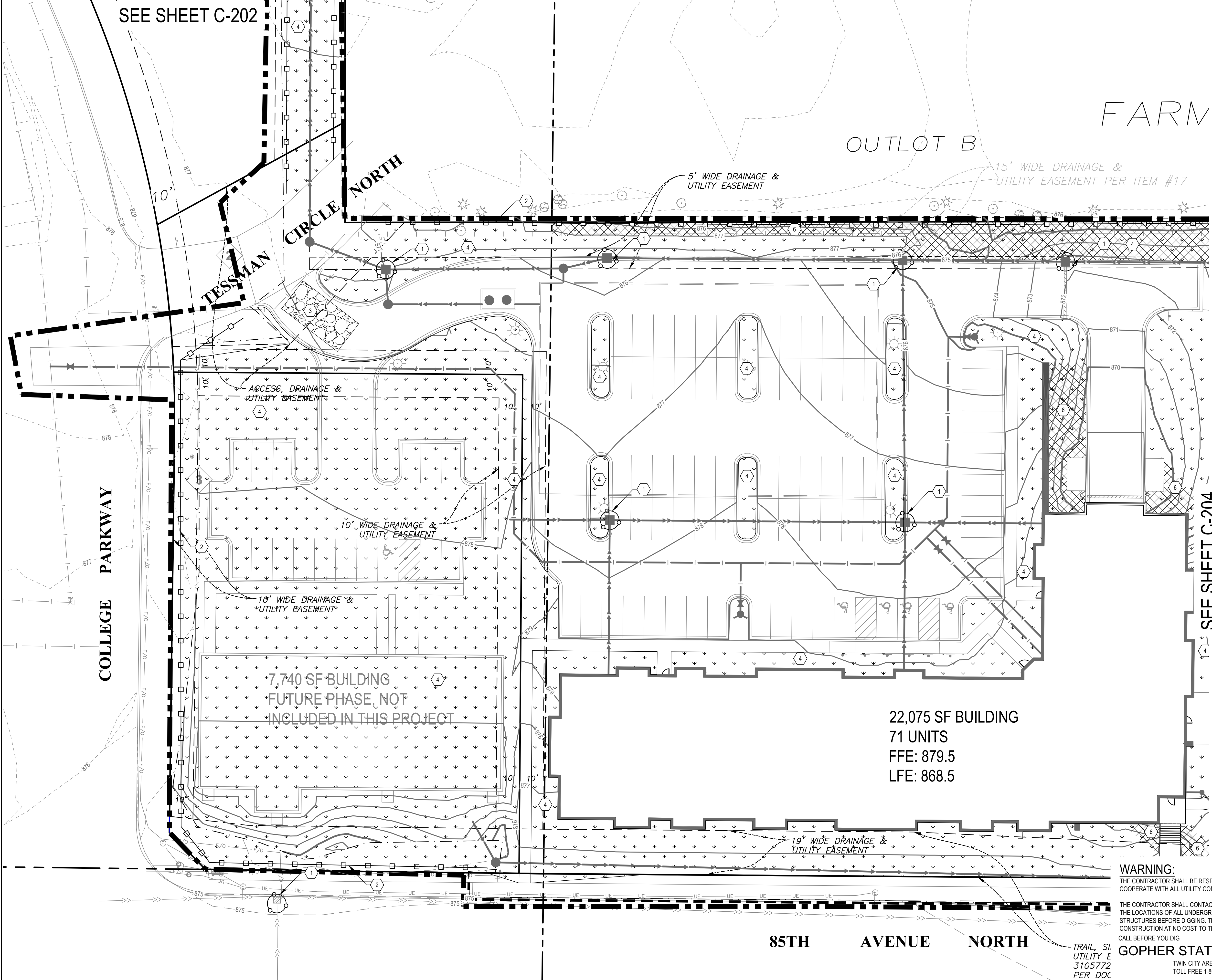
- INLET PROTECTION - SEE DETAIL 4/C-801
- SILT FENCE - SEE DETAIL 1/C-801
- STABILIZED CONSTRUCTION EXIT - SEE DETAIL 3/C-801
- PERMANENT STABILIZATION - SEE LANDSCAPE PLAN
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**GOPHER STATE ONE CALL**  
TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166



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SEE SHEET C-202

FARM

OUTLOT B

TESSMAN CIRCLE NORTH

COLLEGE PARKWAY

85TH AVENUE NORTH

SEE SHEET C-204

ACCESS, DRAINAGE & UTILITY EASEMENT

10' WIDE DRAINAGE & UTILITY EASEMENT

10' WIDE DRAINAGE & UTILITY EASEMENT

7,740 SF BUILDING  
FUTURE PHASE NOT INCLUDED IN THIS PROJECT

22,075 SF BUILDING  
71 UNITS  
FFE: 879.5  
LFE: 868.5

5' WIDE DRAINAGE & UTILITY EASEMENT

15' WIDE DRAINAGE & UTILITY EASEMENT PER ITEM #17

19' WIDE DRAINAGE & UTILITY EASEMENT

TRAIL, SI  
UTILITY E  
3105772  
PER DOC



733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:

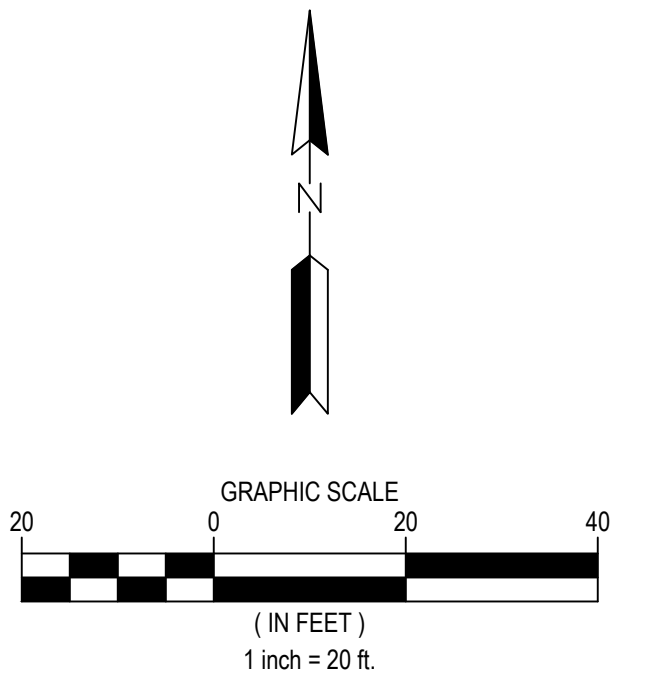


**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

ISSUE NO.	PROJECT TITLE
1	TESSMAN RIDGE APARTMENTS
2	
3	
4	
5	

DATE	DESCRIPTION
08/29/2022	CITY SUBMITTAL
10/12/2022	CITY RESUBMITTAL
02/09/2023	PRICING SET
02/28/2023	WATERSEED SUBMITTAL
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PROJECT NO.:	227705017	
DWN BY:	CHKD BY:	APPD BY:
HKK	JRA	JRA
ISSUE DATE:	03/17/2023	
ISSUE NO.:	5	
SHEET TITLE:	POST-CONSTRUCTION STABILIZATION PLAN	
SHEET NO.:	C-204	



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- CONSTRUCTION LIMITS
- STORM SEWER
- SANITARY SEWER
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- STORM CATCH BASIN
- FLARED END SECTION
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- EROSION CONTROL BLANKET
- PERMANENT STABILIZATION
- RIPRAP
- SILT FENCE
- BIOLOG
- INLET PROTECTION

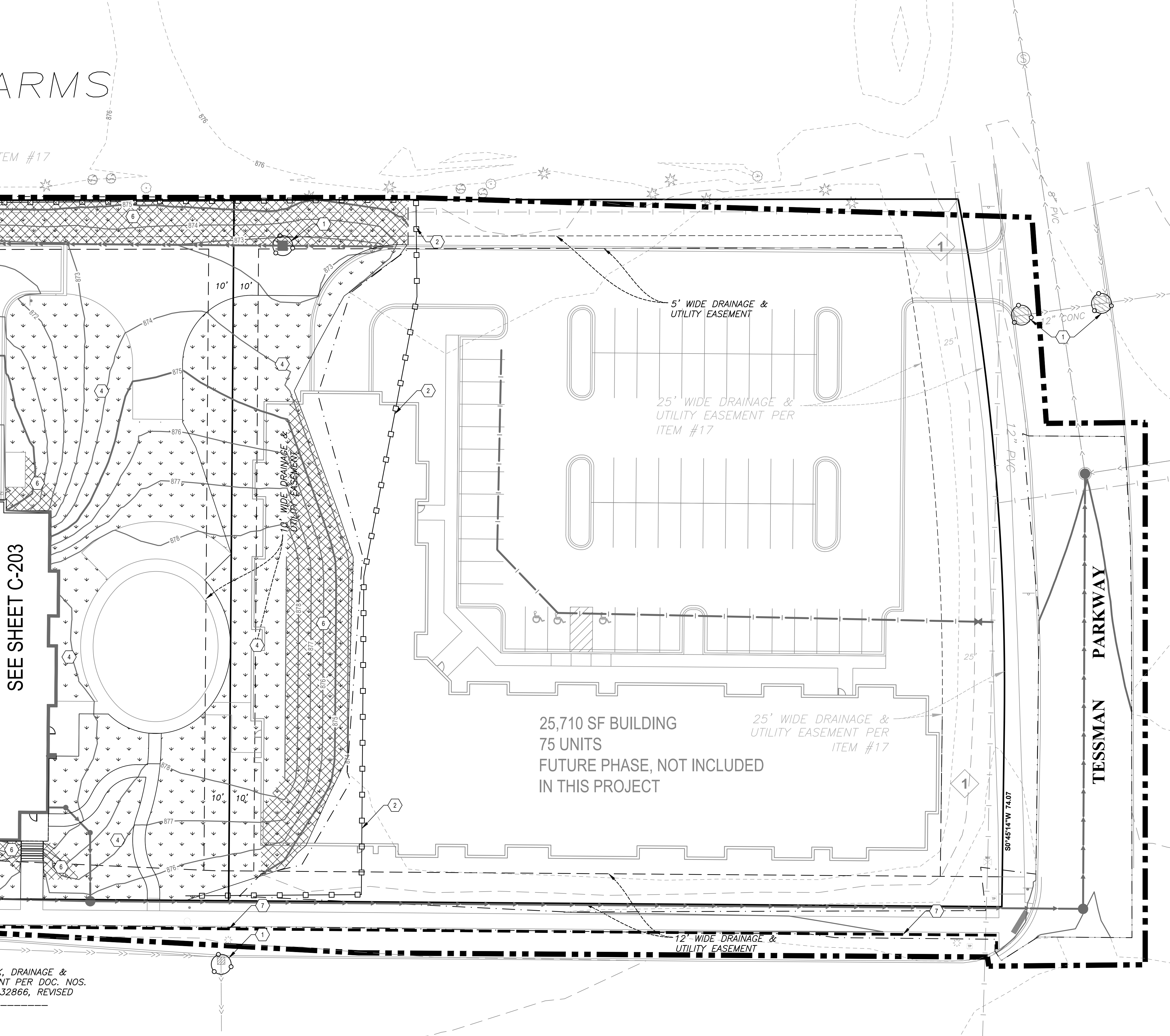
- NOTES**
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
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- KEYNOTES**
- INLET PROTECTION - SEE DETAIL 4/C-801
  - SILT FENCE - SEE DETAIL 1/C-801
  - STABILIZED CONSTRUCTION EXIT - SEE DETAIL 3/C-801
  - PERMANENT STABILIZATION - SEE LANDSCAPE PLAN
  - RIPRAP - SEE DETAIL 5/C-801
  - EROSION CONTROL BLANKET - SEE DETAIL 2/C-801
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TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166



K, DRAINAGE & UTILITY PER DOC. NOS. 132866, REVISED

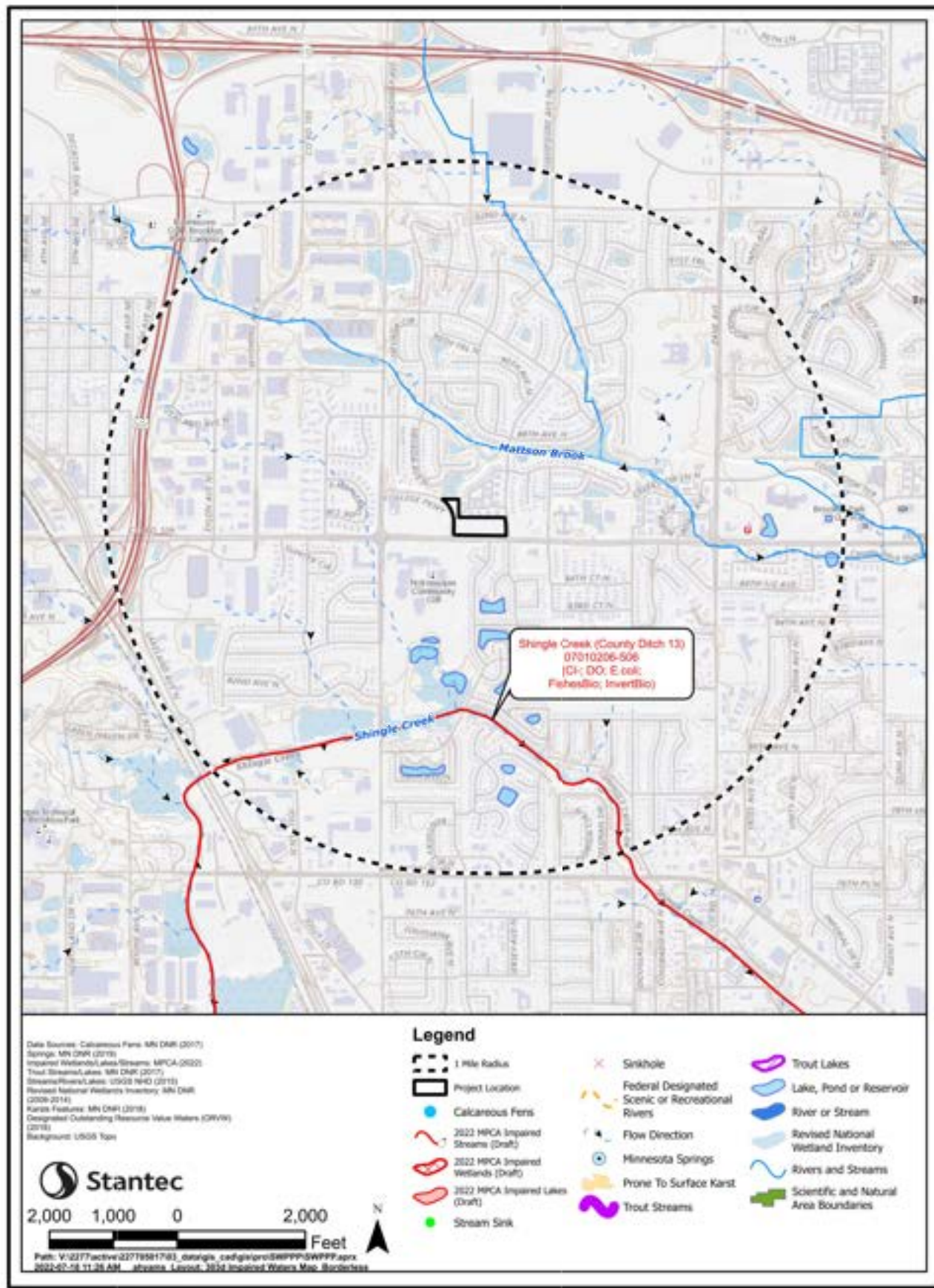
SEE SHEET C-203

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3/17/2023 1:08:42 PM

### IMPAIRED WATERS MAP



### PROJECT INFORMATION

PROJECT NAME: TESSMAN RIDGE APARTMENTS  
 PROJECT LOCATION: 6900 85TH AVE N, BROOKLYN PARK MN, 55445  
 PROJECT TYPE: RESIDENTIAL BUILDING WITH AN ASSOCIATED SURFACE PARKING LOT, UNDERGROUND PARKING, UNDERGROUND STORM RETENTION, AND UTILITIES.  
 TOTAL AREA DISTURBED BY CONSTRUCTION: APPROXIMATELY 2.66 ACRES. THE TOTAL PHASE 1 SITE AREA IS APPROXIMATELY 2.55 ACRES. THE TOTAL PHASE 2 AREA IS APPROXIMATELY 1.98 ACRES. THE TOTAL FUTURE CHILD CARE SITE AREA IS APPROXIMATELY 0.72 ACRES. THE TOTAL FUTURE WELLHEAD SITE AREA IS APPROXIMATELY 0.90 ACRES.

ESTIMATED CONSTRUCTION DATES: SPRING 2023 - FALL 2023  
 CUMULATIVE IMPERVIOUS SURFACE/PERMANENT STORMWATER MANAGEMENT REQUIREMENTS:  
 THE PHASE 1 PROJECT RESULTS IN A ±1.57 ACRE NET INCREASE IN IMPERVIOUS SURFACE WITHIN THE LIMITS OF DISTURBANCE. THE PHASE 2 PROJECT RESULTS IN A ±1.35 ACRE NET INCREASE IN IMPERVIOUS SURFACE WITHIN THE LIMITS OF DISTURBANCE. THE FUTURE CHILD CARE SITE RESULTS IN A ±0.36 ACRE NET INCREASE IN IMPERVIOUS SURFACE WITHIN THE LIMITS OF DISTURBANCE. THE FUTURE WELLHEAD PROJECT RESULTS IN NO NET INCREASE IN IMPERVIOUS SURFACE WITHIN THE LIMITS OF DISTURBANCE.

THE SITE IS WITHIN 1 MILE OF SHINGLE CREEK, WHICH IS LISTED AS AN IMPAIRED WATER FOR AQUATIC LIFE, AQUATIC RECREATION, AND FISH BIOASSESSMENTS. THERE ARE CURRENT APPROVED TMDLS FOR THE WATERBODY FOR CHLORINE, DISSOLVED OXYGEN, E. COLI, AND INVERTIBO.

THE PERMANENT STORMWATER SYSTEM WILL CONSIST OF AN UNDERGROUND WATERTIGHT RETENTION SYSTEM THAT DISCHARGES TO A MANUFACTURED TREATMENT DEVICE FOR SOLIDS REMOVAL PER CITY OF BROOKLYN PARK AND WEST MISSISSIPPI WATERSHED REQUIREMENTS. THE STORMWATER ULTIMATELY DISCHARGES TO THE EXISTING POND TO THE NORTH OF THE SITE.

PARTY RESPONSIBLE FOR LONG TERM OPERATION AND MAINTENANCE OF THE SITE (OWNER): DUFFY DEVELOPMENT COMPANY  
 CONTACT: JEFFREY VON FELDT  
 CONTACT PHONE: 952-544-6769 EXT. 2  
 CONTACT EMAIL: JVFONFELDT@DUFFYDEVELOPMENT.COM  
 PARTY RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP (CONTRACTOR): TBD  
 CONTRACTOR:  
 CONTRACTOR PHONE:  
 CONTRACTOR EMAIL:

CONTRACTOR SHALL PROVIDE A CHAIN OF RESPONSIBILITY WITH ALL OPERATORS ON THE SITE FOR INCORPORATION INTO THIS SWPPP DOCUMENT TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE (THROUGH FINAL STABILIZATION AND NOT SUBMITTAL). CONTRACTOR SHALL ALSO PROVIDE DOCUMENTATION OF PERSONNEL TRAINING IN ACCORDANCE WITH THE PERMIT FOR INCORPORATION INTO THIS SWPPP DOCUMENT AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. CONTRACTOR IS RESPONSIBLE FOR KEEPING A FINAL SWPPP DOCUMENT, CONTAINING THE INFORMATION REQUIRED ABOVE, AT THE CONSTRUCTION SITE FOR THE DURATION OF THE PROJECT.

### SWPPP DOCUMENTS

THE SWPPP IS COMPOSED OF, BUT NOT LIMITED TO, THE BELOW PROJECT DOCUMENTS. THESE DOCUMENTS SHALL BE KEPT ON THE PROJECT SITE AT ALL TIMES THROUGHOUT CONSTRUCTION. THE SWPPP SHALL BE AMENDED BY THE PERSON RESPONSIBLE TO INCLUDE ANY DOCUMENTS NECESSARY TO ENSURE ADHERENCE TO THE GENERAL PERMIT.

BROOKLYN PARK APARTMENTS CIVIL CONSTRUCTION DRAWINGS BY STANTEC DATED MARCH 2023  
 BROOKLYN PARK APARTMENTS STORMWATER MANAGEMENT PLAN BY STANTEC DATED MARCH 2023

RECORD RETENTION - THE SWPPP, ALL CHANGES TO IT, AND INSPECTION AND MAINTENANCE RECORDS MUST BE KEPT ON-SITE DURING CONSTRUCTION; THE CONSTRUCTION DRAWINGS ARE INCORPORATED HEREIN BY REFERENCE, AND A COPY OF THE PLAN SET SHOULD BE KEPT ON-SITE WITH THE SWPPP RECORDS. THE OWNER MUST RETAIN A COPY OF THE SWPPP ALONG WITH THE FOLLOWING RECORDS FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION:

1. ANY OTHER PERMITS REQUIRED FOR THE PROJECT;
2. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION;
3. ALL PERMANENT OPERATIONS AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACT, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
4. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

### INSPECTIONS

THE INSPECTION LOG WILL BE COMPLETED BY THE CONTRACTOR FOR THE CONSTRUCTION SITE. INSPECTOR(S); TBD - TRAINING DOCUMENTATION (PER SECTION 21.2 OF THE PERMIT) WILL BE INCORPORATED INTO THIS SWPPP AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. THE CONTRACTOR WILL MAKE CORRECTIONS OR REPAIRS REQUIRED TO COMPLY WITH THE PERMIT.

INSPECTIONS AT THE SITE WILL BE COMPLETED IN ACCORDANCE WITH THE PERMIT AS FOLLOWS: ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND, WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.

1. THE INDIVIDUAL PERFORMING INSPECTIONS MUST BE TRAINED AS REQUIRED BY SECTION 21.3 OF THE PERMIT. TRAINING DOCUMENTATION SHALL BE PROVIDED BY THE CONTRACTOR FOR INCORPORATION INTO THE SWPPP. INSPECTIONS MUST INCLUDE STABILIZED AREAS, EROSION PREVENTION AND SEDIMENT CONTROL BMPs, AND INFILTRATION AREAS. CORRECTIVE ACTIONS MUST BE IDENTIFIED AND DATE OF CORRECTION MUST BE NOTED AS IDENTIFIED IN SECTION 11.11 OF THE PERMIT. ANY OFFSITE DISCHARGE MUST BE DOCUMENTED AS IDENTIFIED IN SECTION 11.11 OF THE PERMIT. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED WITHIN SEVEN (7) CALENDAR DAYS. AN INSPECTION LOG IS ALSO ATTACHED; THE INSPECTION LOG AND SWPPP MUST BE KEPT ON-SITE FOR THE DURATION OF THE CONSTRUCTION PROJECT.

- AT A MINIMUM, THE FOLLOWING SHALL BE COMPLETED DURING EACH INSPECTION:
- RECORD DATE AND TIME OF INSPECTION.
  - RECORD RAINFALL RECORDS SINCE THE MOST RECENT INSPECTION.
  - INSPECT THE SITE FOR EXCESS EROSION AND SEDIMENTATION.
  - INSPECT THE SITE FOR DEBRIS, TRASH, AND SPILLS.
  - INSPECT TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES.
  - INSPECT CONSTRUCTION ENTRANCES FOR SEDIMENT TRACKING ONTO PUBLIC STREETS.
  - RECORD RECOMMENDED REPAIRS AND MODIFICATIONS TO EROSION AND SEDIMENT CONTROLS.
  - RECOMMEND ANY NECESSARY CHANGES TO THIS SWPPP.
  - RECORD REPAIRS AND MODIFICATIONS IMPLEMENTED SINCE PREVIOUS INSPECTIONS.
  - INSPECT THE ADJACENT STREETS AND CURB AND GUTTER FOR SEDIMENT, LITTER, AND CONSTRUCTION DEBRIS.

THE GENERAL CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE JOBSITE BINDER AND SITE MAPS, TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE. UPDATES SHALL BE MADE DAILY TO TRACK PROGRESS WHEN ANY OF THE FOLLOWING ACTIVITIES OCCUR: BMP INSTALLATION, MODIFICATION OR REMOVAL, CONSTRUCTION ACTIVITIES (E.G. PAVING, SEWER INSTALLATION, ETC), CLEARING, GRUBBING, GRADING, OR TEMPORARY AND PERMANENT STABILIZATION.

THE CONTRACTOR MAY UPDATE OR MODIFY THE SWPPP WITHOUT ENGINEER APPROVAL IN AN EMERGENCY SITUATION TO PREVENT SEDIMENT DISCHARGE OR PROTECT WATER QUALITY. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE COMPLIANCE WITH THE PERMIT AND PROTECTION OF DOWNSTREAM WATER QUALITY.

### EROSION AND SEDIMENT CONTROL

PRIOR TO ANY SITE DISTURBANCE, AND AS REQUIRED AS CONSTRUCTION PROGRESSES, ANY PERMIT REQUIRED EROSION PREVENTION MEASURES AND THE SEDIMENT CONTROL DEVICES (INLET PROTECTION, CONSTRUCTION ENTRANCE, SILT FENCE, EROSION CONTROL BLANKET) SHOWN ON THE CONSTRUCTION DRAWINGS WILL BE INSTALLED AT THE SITE.

ALL EXPOSED SOIL AREAS WITHIN THE CONSTRUCTION LIMITS WILL BE STABILIZED WITHIN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY (WILL NOT RESUME FOR A PERIOD EXCEEDING 7 CALENDAR DAYS) OR PERMANENTLY CEASED. STABILIZATION WILL BE INITIATED IMMEDIATELY. EXPOSED SOIL AREAS MUST HAVE TEMPORARY EROSION PROTECTION (SLASH MULCH, EROSION CONTROL BLANKET, SEED) OR PERMANENT COVER YEAR ROUND.

CONTRACTOR SHALL IMPLEMENT APPROPRIATE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION WHEN PRACTICAL. THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH THAT DRAINS WATER FROM A CONSTRUCTION SITE, OR DIVERTS WATER AROUND A SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE TO ANY SURFACE WATER. STABILIZATION MUST BE COMPLETED WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.

SWPPP IMPLEMENTATION, PHASING, AND SEQUENCE OF CONSTRUCTION:  
 BMP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE, CONCRETE WASHOUT PIT, AND INSTALL SILT FENCE.
2. INSTALL INLET PROTECTION AT EXISTING STORMWATER CULVERTS AND INLETS.
3. PREPARE TEMPORARY STORAGE, PARKING, AND PHASING AREAS.
4. CONSTRUCT AND STABILIZE DIVERSIONS AND TEMPORARY SEDIMENT TRAPS/BASINS.
5. PERFORM CLEARING AND GRUBBING OF THE SITE, IF APPLICABLE.
6. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
7. BEGIN EXCAVATION OF PERMANENT STORMWATER BASIN AREAS. SEE SEQUENCING BELOW FOR ADDITIONAL INFORMATION.
8. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
9. INSTALL SMALL UTILITIES (GAS, ELECTRIC, PHONE, CABLE, ETC.).
10. PAVE CURB AND GUTTER, SIDEWALK, AND PARKING LOT/ DRIVEWAYS.
11. TEMPORARILY SEED WITH PURE LIVE SEED THROUGHOUT CONSTRUCTION. DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE AS REQUIRED BY NPDES OR PERMIT.

SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS. THE FOLLOWING MEASURES WILL BE TAKEN AS SEDIMENT CONTROL PRACTICES IN ORDER TO MINIMIZE SEDIMENTS FROM ENTERING SURFACE WATERS:

1. INSTALLATION OF SEDIMENT CONTROL PRACTICES ON ALL DOWN GRADIENT PERIMETERS PRIOR TO LAND DISTURBING ACTIVITIES.
2. SILT FENCING, BIOLOGS, OR OTHER SEDIMENT CONTROL SURROUNDING TEMPORARY SOIL STOCKPILES.
3. VEHICLE TRACKING BMP AT CONSTRUCTION SITE ENTRANCE/EXIT. STREET SWEEPING SHALL BE PERFORMED IF VEHICLE TRACKING BMPs ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING. TRACKED SEDIMENT MUST BE REMOVED FROM ALL PAVED SURFACES BOTH ON AND OFFSITE WITHIN 24 HOURS OF DISCOVERY PER THE PERMIT.
4. STREET SWEEPING IS NOT TO BE USED AS A PRIMARY BMP FOR SEDIMENT TRACKING. IF SEDIMENT IS TRACKED OFFSITE, WORK WILL CEASE UNTIL PROPER EROSION CONTROL AND SEDIMENT CONTROL DEVICES ARE INSTALLED AND/OR BEING MAINTAINED TO PREVENT TRACKING BEYOND THE SITE'S PERIMETER (CONTAINMENT AREA). ALL STREET SWEEPING MUST BE PERFORMED UTILIZING A PICK-UP SWEEPER. IF NECESSARY WATER WILL ALSO BE USED TO CLEAN UP THE STREETS PRIOR TO BEING SWEEPED TO ENSURE THEY ARE FULLY CLEANED.

THE FOLLOWING GUIDELINES WILL BE USED TO DETERMINE IF POLLUTION CONTROL DEVICES REQUIRE MAINTENANCE, REPAIR, OR REPLACEMENT:

- IF SEDIMENT CONTROL DEVICES SUCH AS SILT FENCE ARE FILLED TO 1/3 THE HEIGHT OF THE FENCE, REMOVE ALL SEDIMENT WITHIN 24 HOURS OF DETECTION OR NOTIFICATION.
- IF INLET PROTECTION DEVICES APPEAR PLUGGED WITH SEDIMENT, ARE FILLED TO 1/3 CAPACITY, OR HAVE STANDING WATER AROUND THEM, REMOVE THE SEDIMENT AND CLEAN OR REPLACE THE FILTER WITHIN 24 HOURS OF DETECTION OR NOTIFICATION.
- IF THE GRAVEL CONSTRUCTION ENTRANCE(S) ARE FILLED WITH SEDIMENT EITHER REPLACE THE ENTRANCE OR ADD ADDITIONAL GRAVEL WITH 24 HOURS OF DETECTION OR NOTIFICATION.
- IF SEDIMENT FROM THE SITE IS OBSERVED ON ADJACENT STREETS OR OTHER PROPERTIES, THE INSPECTOR SHALL IDENTIFY THE SOURCE AND DISCHARGE LOCATION OF THE SEDIMENT AND INSTRUCT TO IMPLEMENT ADDITIONAL EROSION AND SEDIMENT CONTROLS AT THOSE LOCATIONS TO PREVENT FUTURE DISCHARGES.
- IF BUILDING MATERIALS, CHEMICALS, OR GENERAL REFUSE IS BEING USED, STORED, DISPOSED OF, OR OTHERWISE MANAGED INAPPROPRIATELY, CORRECT SUCH DEFECTS WITHIN 24 HOURS OF DETECTION OR NOTIFICATION.
- IF EXCESSIVE SEDIMENTS OR DEBRIS ARE OBSERVED AT THE FLARED END SECTION OUTFALLS, THE INSPECTOR SHALL DETERMINE THE SOURCE AND DISCHARGE LOCATIONS OF SUCH MATERIALS. IF THE DISCHARGE HAS OCCURRED ON THE PROPERTY, REMOVE THE SEDIMENTS AND DEBRIS WITHIN 24 HOURS OF NOTIFICATION AND CORRECT THE SOURCE OF SUCH MATERIALS AS DIRECTED BY THE INSPECTOR

### POLLUTION PREVENTION MEASURES

SOLID WASTE:  
 SOLID WASTE, INCLUDING BUT NOT LIMITED TO, COLLECTED ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTE, INCLUDING ALL TRASH ONSITE, MUST BE REGULARLY DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.

HAZARDOUS MATERIALS:  
 HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCE MUST BE PROPERLY STORED INCLUDING SECONDARY CONTAINMENTS, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.

CONSTRUCTION EQUIPMENT/VEHICLES:  
 EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE. REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS SHALL BE TAKEN. ADEQUATE SUPPLIES MUST BE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS; CONDUCT FUELING IN A CONTAINED AREA UNLESS INFEASIBLE.

CONCRETE WASHOUT AREA:  
 CONCRETE WASHOUT WILL BE PERMITTED ON-SITE; CONTRACTOR SHALL FOLLOW ALL PERMIT REQUIREMENTS FOR CONCRETE WASHOUT. THE CONTRACTOR SHALL PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS. LIQUID AND SOLID WASHOUT WASTES MUST NOT CONTACT THE GROUND AND THE CONTAINMENT MUST BE DESIGNED TO PROHIBIT RUNOFF FROM THE WASHOUT OPERATIONS/AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA RULES. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY THAT REQUIRES SITE PERSONNEL TO UTILIZE THE PROPER FACILITIES FOR CONCRETE WASHOUT AND DISPOSAL OF WASHOUT WASTES. CONTRACTOR SHALL REVISE SWPPP TO INDICATE WASHOUT LOCATION ONCE THE LOCATION HAS BEEN DETERMINED.

FERTILIZERS AND LANDSCAPE MATERIALS MUST BE UNDER COVER TO PREVENT THE DISCHARGE OF POLLUTANTS OR PROTECTED BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.

PORTABLE TOILETS MUST BE POSITIONED SO THAT THEY ARE SECURE AND WILL NOT BE TIPPED OR KNOCKED OVER. SANITARY WASTE MUST BE DISPOSED OF PROPERLY.

### GENERAL SWPPP NOTES

DEWATERING IS NOT ANTICIPATED TO BE REQUIRED DURING TRENCHING FOR UTILITY CONSTRUCTION. IN THE EVENT THAT DEWATERING IS NECESSARY CONTRACTOR SHALL COMPLY WITH PERMIT SECTION 10.1 REQUIREMENTS FOR DEWATERING.

THIS SWPPP SHALL BE AMENDED BY THE CONTRACTOR IN ACCORDANCE WITH THE PERMIT AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, TO CORRECT PROBLEMS IDENTIFIED, OR TO ADDRESS SITUATIONS PER SECTION 6.1 OF THE PERMIT.

THE PROJECT WILL DISTURB LESS THAN 5 ACRES THAT PROMOTE DRAINAGE TO A COMMON LOCATION, THEREFORE A TEMPORARY SEDIMENT BASIN WILL NOT BE REQUIRED. THIS SWPPP SHALL BE AMENDED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL PERMIT TO INCLUDE TEMPORARY SEDIMENTATION BASINS, IF THEY BECOME NECESSARY. BASINS, IF DESIGNED BY THE CONTRACTOR, SHALL ACCOMMODATE NO LESS THAN 3,600 CUBIC FEET OF LIVE STORAGE PER ACRE OF CONTRIBUTING DRAINAGE AREA. BASIN OUTLETS SHALL BE DESIGNED TO WITHDRAW WATER FROM THE SURFACE OF THE BASIN, PREVENT SHORT-CIRCUITING AND THE DISCHARGE OF FLOATING DEBRIS. BASINS SHALL HAVE A STABILIZED EMERGENCY OVERFLOW LOCATION AND BE DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS TO THE EXTENT PRACTICAL.

FINAL STABILIZATION:  
 ALL PERVIOUS AREAS DISTURBED BY CONSTRUCTION AS DESIGNATED WILL RECEIVE VEGETATIVE COVER ACCORDING TO THE PLANS AND SPECIFICATIONS AND WITHIN THE SPECIFIED VEGETATIVE TIME SCHEDULE. FINAL STABILIZATION WILL OCCUR WHEN THE SITE HAS A UNIFORM VEGETATIVE COVER WITH A DENSITY OF 70% OVER THE RESTORED PERVIOUS AREAS. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPs (SUCH AS SILT FENCE) MUST BE REMOVED AS PART OF THE SITE FINAL STABILIZATION. ALL SEDIMENT MUST BE CLEANED OUT OF CONVEYANCES AND TEMPORARY SEDIMENTATION BASINS IF APPLICABLE. NOTICE OF TERMINATION (NOT) MUST BE SUBMITTED WITHIN 30 DAYS OF FINAL STABILIZATION.

### IMPAIRED WATERS, SPECIAL WATERS, AND WETLANDS

THIS PROJECT IS NOT LOCATED WITHIN ONE MILE OF, SHINGLE CREEK, AN IMPAIRED WATER. SHINGLE CREEK IS LOCATED SOUTH OF THE PROJECT LOCATION AND IS LISTED AS IMPAIRED FOR AQL, AQR, AND FISH BIOASSESSMENTS. DISCHARGE TO AN IMPAIRED WATER REQUIRES IMPLEMENTATION OF SECTION 23.1 OF THE PERMIT AS INCORPORATED INTO THIS SWPPP DOCUMENT.

THE PERMANENT STORMWATER SYSTEM WILL CONSIST OF AN UNDERGROUND WATERTIGHT RETENTION SYSTEM THAT DISCHARGES TO A MANUFACTURED TREATMENT DEVICE FOR SOLIDS REMOVAL PER CITY OF BROOKLYN PARK AND WEST MISSISSIPPI WATERSHED REQUIREMENTS. THE STORMWATER ULTIMATELY DISCHARGES TO THE EXISTING POND TO THE NORTH OF THE SITE. THE PROJECT WILL NOT IMPACT WETLANDS.

SITE SOILS - SITE SOILS ARE SHOWN ON THIS SHEET. THIS PROJECT IS NOT LOCATED IN A KARST AREA.

### ESTIMATED BMP QUANTITIES AND INSTALLATION SCHEDULE

THE ADJACENT TABLE INDICATES THE ESTIMATED MATERIAL QUANTITIES NECESSARY TO IMPLEMENT THE TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMPs IDENTIFIED IN THIS SWPPP AND ON THE CONSTRUCTION DRAWINGS. TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMPs WILL BE INSTALLED/CONSTRUCTED WHEN NECESSARY AS CONSTRUCTION ACTIVITIES PROGRESS AND IN ACCORDANCE WITH THE NPDES PERMIT REQUIREMENTS.

MAINTAIN AND REPLACE BMPs DURING THE EXECUTION OF THE PROJECT AS REQUIRED TO CONTINUE SWPPP COVERAGE DURING CONSTRUCTION



NOTE: QUANTITIES ON PLAN SUPERCEDES LIST QUANTITIES IN A DISCREPANCY

### CERTIFICATION

IN ACCORDANCE WITH SECTION 21 OF THE GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES, THE PREPARER OF THIS DOCUMENT WAS TRAINED UNDER THE UNIVERSITY OF MINNESOTA EROSION AND SEDIMENT CONTROL CERTIFICATION PROGRAM. JACK AMMERMAN'S CERTIFICATION IN DESIGN OF SWPPP IS VALID THROUGH MAY 31, 2024.

*Jack Ammerman*

PROJECT TITLE	TESSMAN RIDGE APARTMENTS				
ISSUE NO.	1	2	3	4	5
DESCRIPTION:	CITY SUBMITTAL	CITY RESUBMITTAL	PRICING SET	WATERSHED SUBMITTAL	95% CONSTRUCTION DOCUMENTS
DATE:	08/29/2023	10/12/2023	02/09/2023	02/29/2023	03/17/2023
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.				
DATE:					
PROJECT NO.:	227705017				
DWN BY:	CHKD BY:	APPD BY:			
HKK	JRA	JRA			
ISSUE DATE:	03/17/2023				
ISSUE NO.:	5				
SHEET TITLE:	SWPPP				
SHEET NO.:	C-204				

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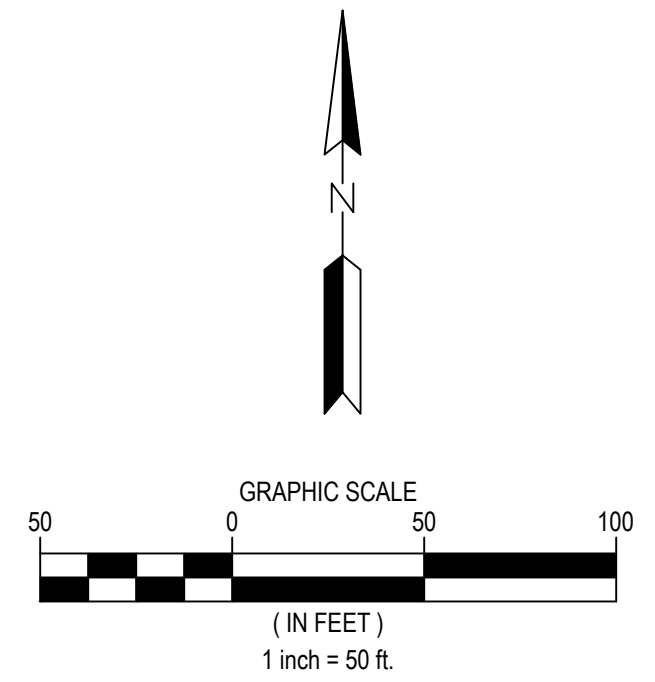
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- CONSTRUCTION LIMITS
- SURFACE GRADE & FLOW DIRECTION
- SURFACE SLOPE (H:V) & FLOW DIRECTION
- FLOW LINE ELEVATION
- FINISHED GRADE ELEVATION
- MATCH EXISTING ELEVATION
- SIDEWALK ELEVATION
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION

**NOTES**

1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
2. EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTABILITY AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING OF ANY FIELD DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR REWORK OF ANY UNCOMMUNICATED DISCREPANCIES.
3. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER IN WRITING OF DISCREPANCIES OR CONFLICTS IN THE CONTRACT DOCUMENTS BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. FAILURE TO NOTIFY OWNER AND ENGINEER OF AN IDENTIFIABLE CONFLICT BEFORE PROCEEDING WITH INSTALLATION RELIEVES OWNER AND ENGINEER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/29/2023
2	CITY RESUBMITTAL	10/19/2023
3	PRICING SET	02/09/2024
4	MAILED SUBMITTAL	02/29/2024
5	95% CONSTRUCTION DOCUMENTS	03/17/2024

**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.

PROJECT NO.: 227705017  
DWN BY: HKK  
CHKD BY: JRA  
APPD BY: JRA  
ISSUE DATE: 03/17/2024  
ISSUE NO.: 5

SHEET TITLE:  
**OVERALL GRADING PLAN**  
SHEET NO.:  
**C-301**

**WARNING:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

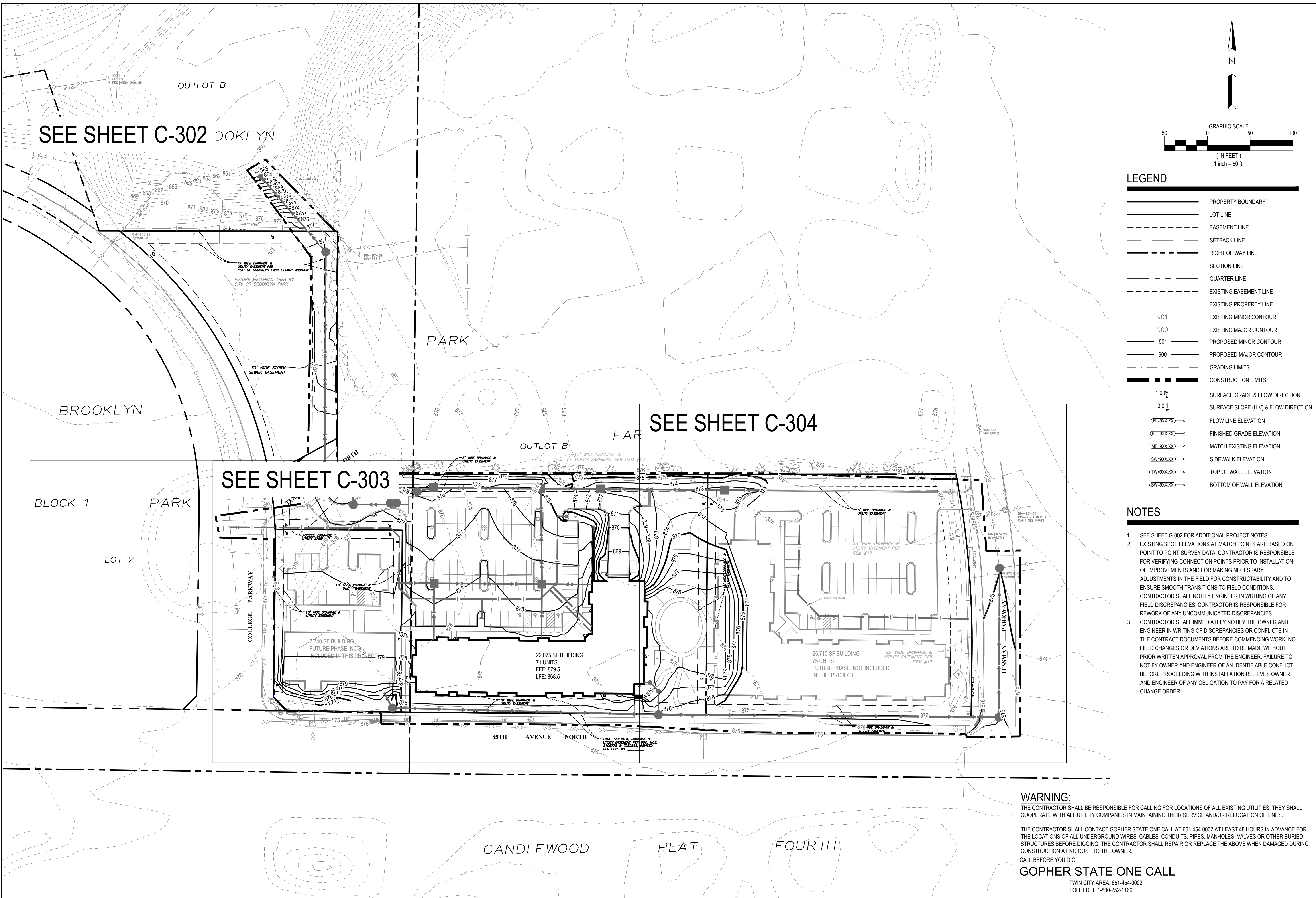
THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**

TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

3/17/2023 1:11:01 PM

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SEE SHEET C-302

SEE SHEET C-304

SEE SHEET C-303

7,740 SF BUILDING  
71 UNITS  
FUTURE PHASE, NOT INCLUDED IN THIS PROJECT

22,075 SF BUILDING  
71 UNITS  
FEE: 879.5  
LFE: 868.5

25,710 SF BUILDING  
75 UNITS  
FUTURE PHASE, NOT INCLUDED IN THIS PROJECT

CANDLEWOOD PLAT FOURTH

85TH AVENUE NORTH

OUTLOT B

PARK

OUTLOT B

BLOCK 1

LOT 2

PARK

FAR

BROOKLYN

PARK

PARK

OUTLOT B

FAR

SEE SHEET C-304

CANDLEWOOD PLAT FOURTH

85TH AVENUE NORTH

OUTLOT B

PARK

OUTLOT B

BLOCK 1

LOT 2

PARK

FAR

BROOKLYN

PARK

PARK

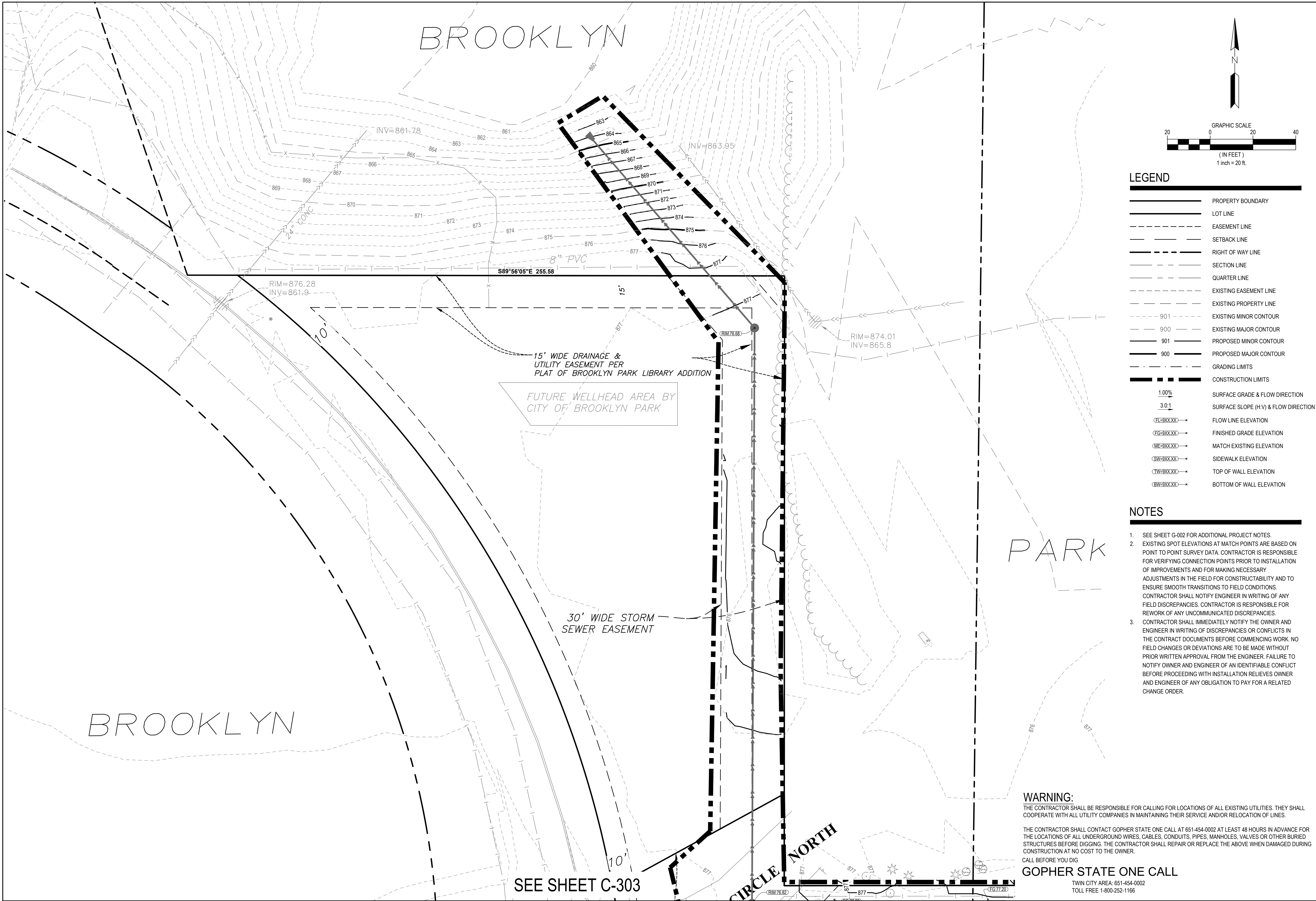
OUTLOT B

FAR

SEE SHEET C-304

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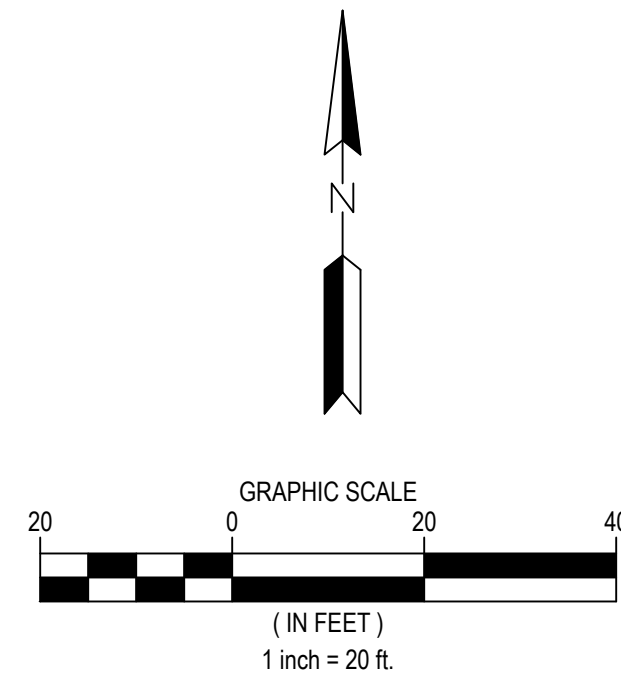
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**Stantec**  
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:  
**Duffy Development Company, Inc.**

**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445



**LEGEND**

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING MINOR CONTOUR
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	CONSTRUCTION LIMITS
	1.00% SURFACE GRADE & FLOW DIRECTION
	3.0:1 SURFACE SLOPE (H:V) & FLOW DIRECTION
	FLOW LINE ELEVATION
	FINISHED GRADE ELEVATION
	MATCH EXISTING ELEVATION
	SIDEWALK ELEVATION
	TOP OF WALL ELEVATION
	BOTTOM OF WALL ELEVATION

- NOTES**
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
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PROJECT TITLE: TESSMAN RIDGE APARTMENTS

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/29/2022
2	CITY RESUBMITTAL	10/12/2022
3	PRICING SET	02/09/2023
4	MAILED SUBMITTAL	02/28/2023
5	95% CONSTRUCTION DOCUMENTS	03/17/2023

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DATE: 03/17/2023

PROJECT NO.: 227705017

DWN BY: HKK	CHKD BY: JRA	APPD BY: JRA
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ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE: GRADING PLAN

SHEET NO.: C-301

**WARNING:**  
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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

SEE SHEET C-303

**CIRCLE NORTH**

BROOKLYN

BROOKLYN

PARK





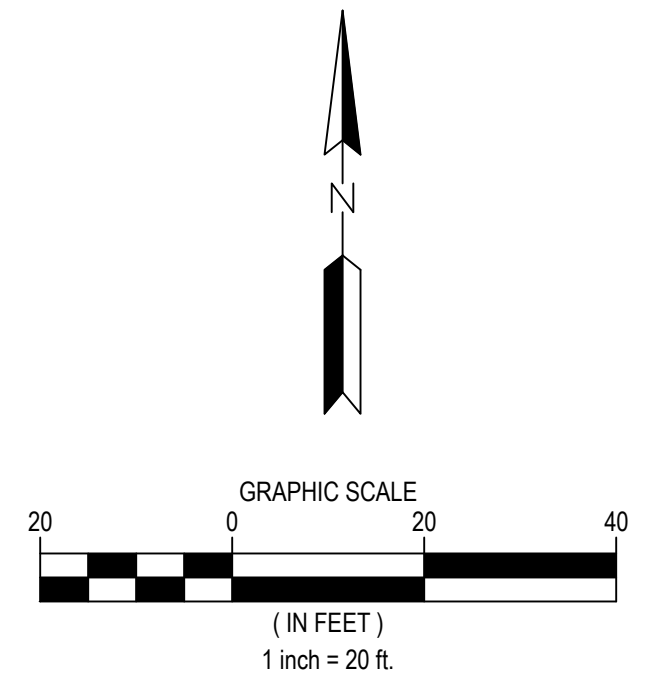
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- 1.00% SURFACE GRADE & FLOW DIRECTION
- 3.0:1 SURFACE SLOPE (H:V) & FLOW DIRECTION
- FLOW LINE ELEVATION
- FINISHED GRADE ELEVATION
- MATCH EXISTING ELEVATION
- SIDEWALK ELEVATION
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION

**NOTES**

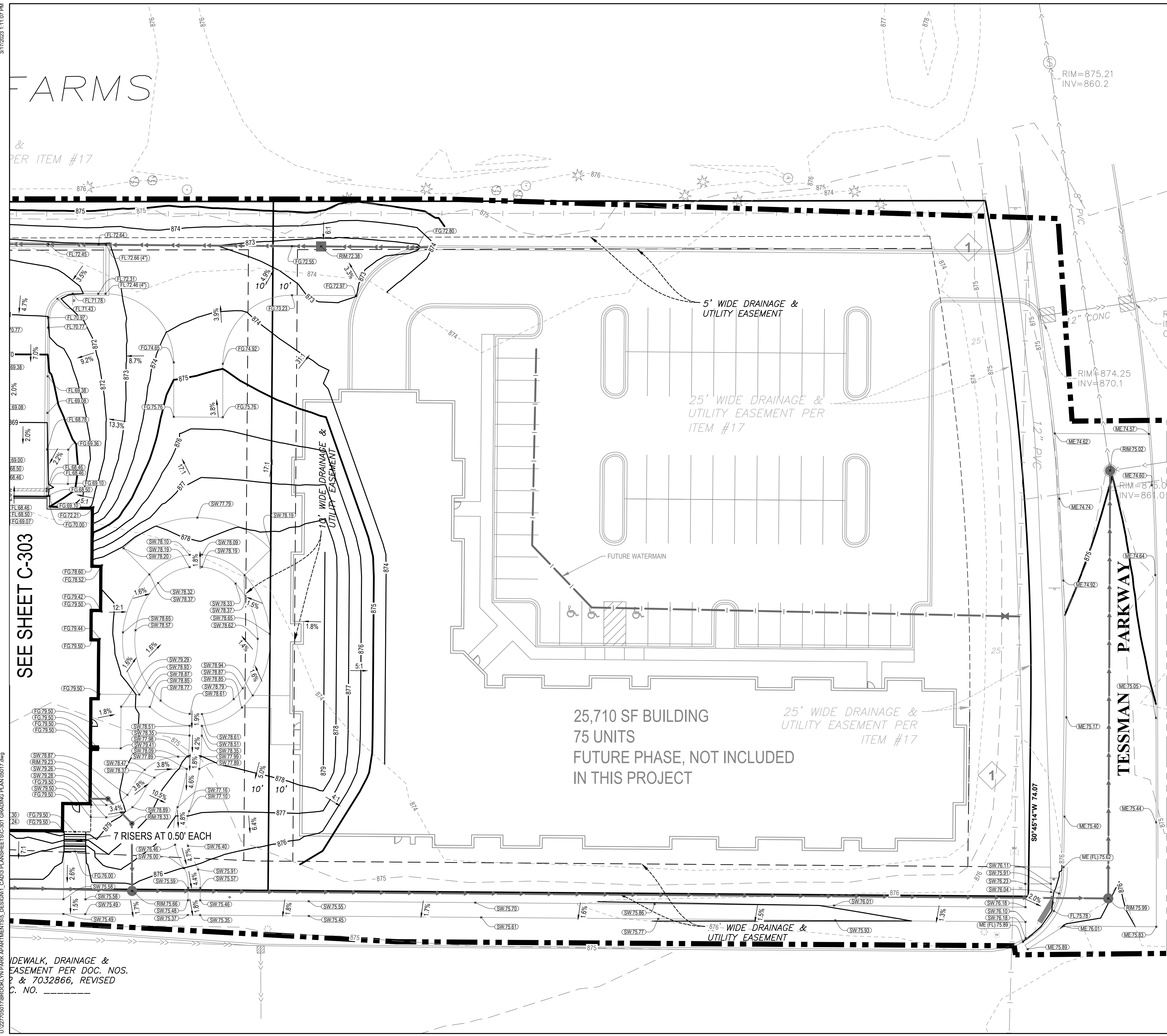
1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
2. EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTABILITY AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING OF ANY FIELD DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR REWORK OF ANY UNCOMMUNICATED DISCREPANCIES.
3. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER IN WRITING OF DISCREPANCIES OR CONFLICTS IN THE CONTRACT DOCUMENTS BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. FAILURE TO NOTIFY OWNER AND ENGINEER OF AN IDENTIFIABLE CONFLICT BEFORE PROCEEDING WITH INSTALLATION RELIEVES OWNER AND ENGINEER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

**WARNING:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166



FARMS  
&  
PER ITEM #17

SEE SHEET C-303

DEWALK, DRAINAGE &  
EASEMENT PER DOC. NOS.  
& 7032866, REVISED  
C. NO.

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/29/2023
2	CITY RESUBMITTAL	10/12/2023
3	PRICING SET	02/09/2024
4	MAILED SUBMITTAL	02/29/2024
5	95% CONSTRUCTION DOCUMENTS	03/17/2024

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.

DATE:

PROJECT NO.:

DWN BY:

ISSUE DATE:

ISSUE NO.:

SHEET TITLE:

SHEET NO.:

APPD BY:

CHKD BY:

JRA

03/17/2023

5

GRADING PLAN

C-302



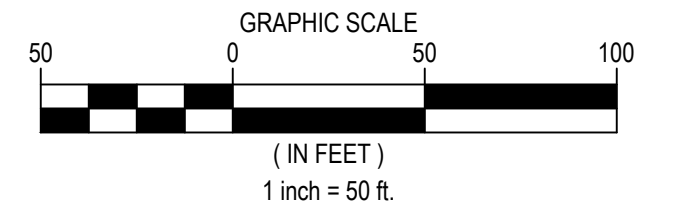
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- 901 EXISTING MINOR CONTOUR
- 900 EXISTING MAJOR CONTOUR
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING SANITARY MANHOLE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- 901 PROPOSED MINOR CONTOUR
- 900 PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE

**NOTES**

1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
2. CONTRACTOR SHALL VERIFY LOCATION, SIZE, INVERT AND MATERIAL OF ALL UTILITY CONNECTIONS TO UTILITY MAINS.
3. WATERMAIN WILL BE INSTALLED IN STRICT ACCORDANCE WITH THE MOST CURRENT EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) SPECIFICATIONS.

PROJECT TITLE

ISSUE NO.:

DATE	DESCRIPTION	ISSUE NO.
08/29/2022	CITY SUBMITTAL	1
10/19/2022	CITY RESUBMITTAL	2
02/09/2023	PRICING SET	3
02/28/2023	WATERSESS SUBMITTAL	4
03/17/2023	95% CONSTRUCTION DOCUMENTS	5

CERTIFICATION:

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DATE:

PROJECT NO.: 227705017

DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA

ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE:

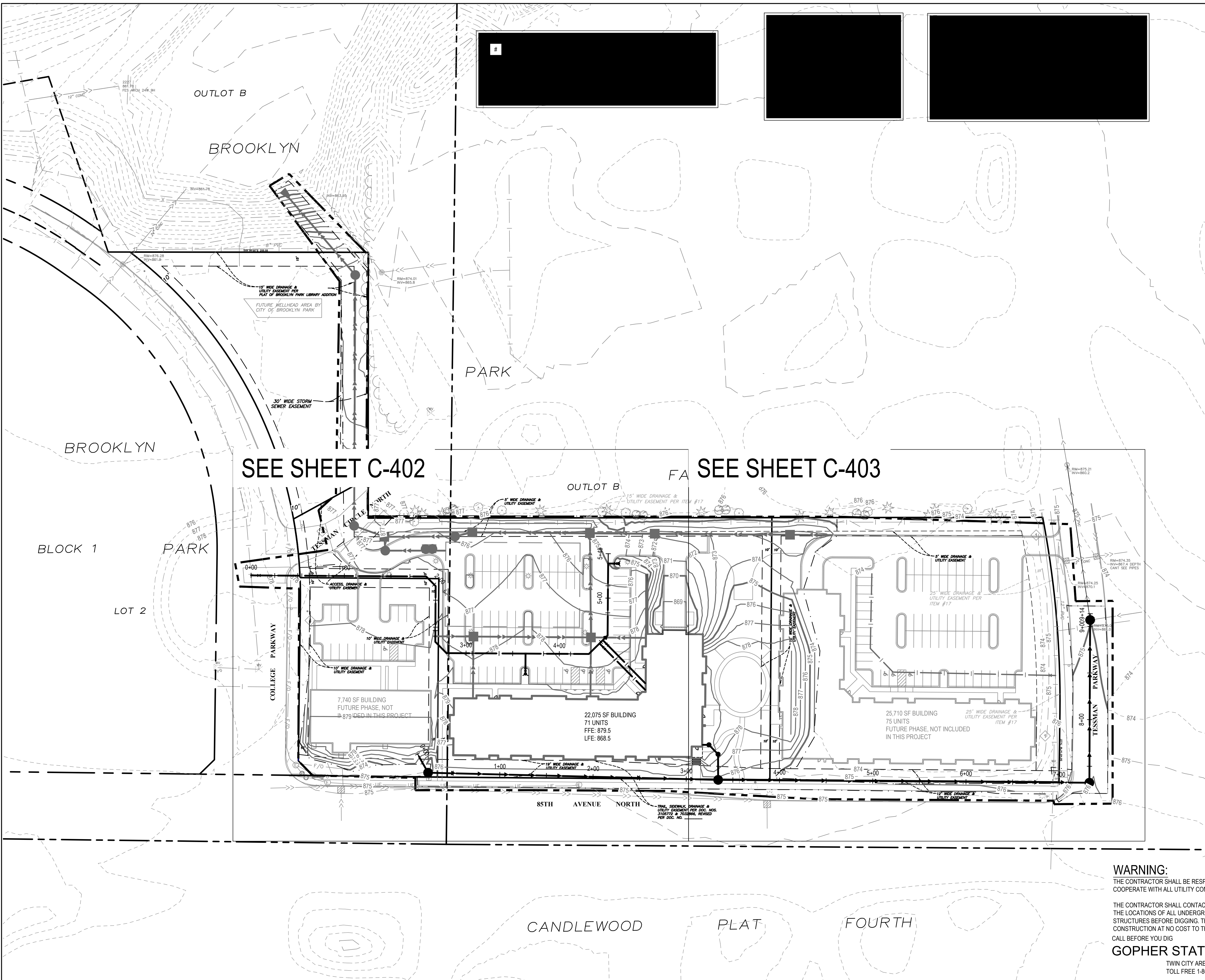
OVERALL UTILITY PLAN

SHEET NO.:

**C-401**

3/17/2023 1:15:35 PM

U:\227705017\BROOKLYN PARK APARTMENTS\DESIGN\1\_CADD\3\_PLANSHEET\SSC-401 UTILITY PLAN (05017.dwg)



**WARNING:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166



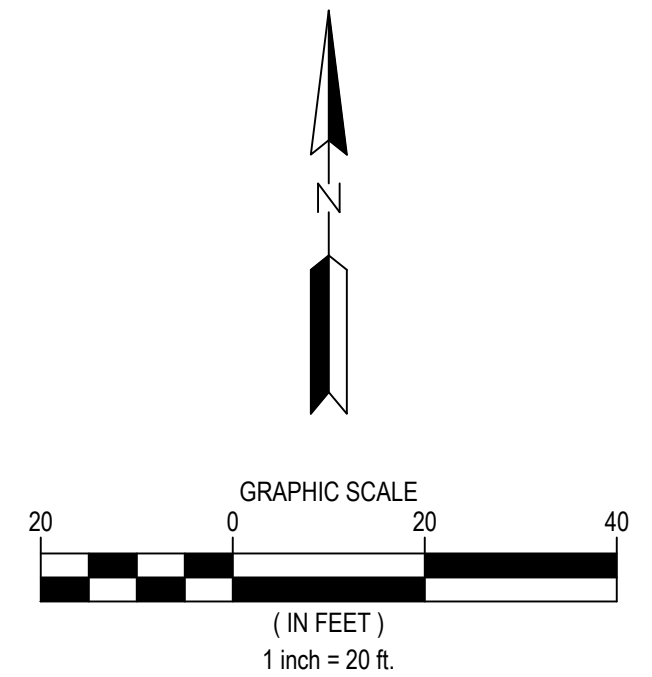
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- - - EASEMENT LINE
- - - SETBACK LINE
- - - RIGHT OF WAY LINE
- - - SECTION LINE
- - - QUARTER LINE
- - - EXISTING EASEMENT LINE
- - - EXISTING PROPERTY LINE
- - - 901 EXISTING MINOR CONTOUR
- - - 900 EXISTING MAJOR CONTOUR
- - - EXISTING STORM SEWER
- - - EXISTING SANITARY SEWER
- - - EXISTING WATERMAIN
- ⊙ EXISTING SANITARY MANHOLE
- ⊙ EXISTING HYDRANT
- ⊙ EXISTING WATER VALVE
- - - 901 PROPOSED MINOR CONTOUR
- - - 900 PROPOSED MAJOR CONTOUR
- - - GRADING LIMITS
- - - STORM SEWER
- - - SANITARY SEWER
- - - WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- ▭ FLARED END SECTION
- SANITARY MANHOLE
- HYDRANT
- ⊗ GATE VALVE

**NOTES**

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- CONTRACTOR SHALL VERIFY LOCATION, SIZE, INVERT AND MATERIAL OF ALL UTILITY CONNECTIONS TO UTILITY MAINS.
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PROJECT TITLE: TESSMAN RIDGE APARTMENTS

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/29/2022
2	CITY RESUBMITTAL	10/12/2022
3	PRICING SET	02/09/2023
4	WATERSEWER SUBMITTAL	02/22/2023
5	95% CONSTRUCTION DOCUMENTS	03/17/2023

**CERTIFICATION:**

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DATE: 03/17/2023

PROJECT NO.: 227705017

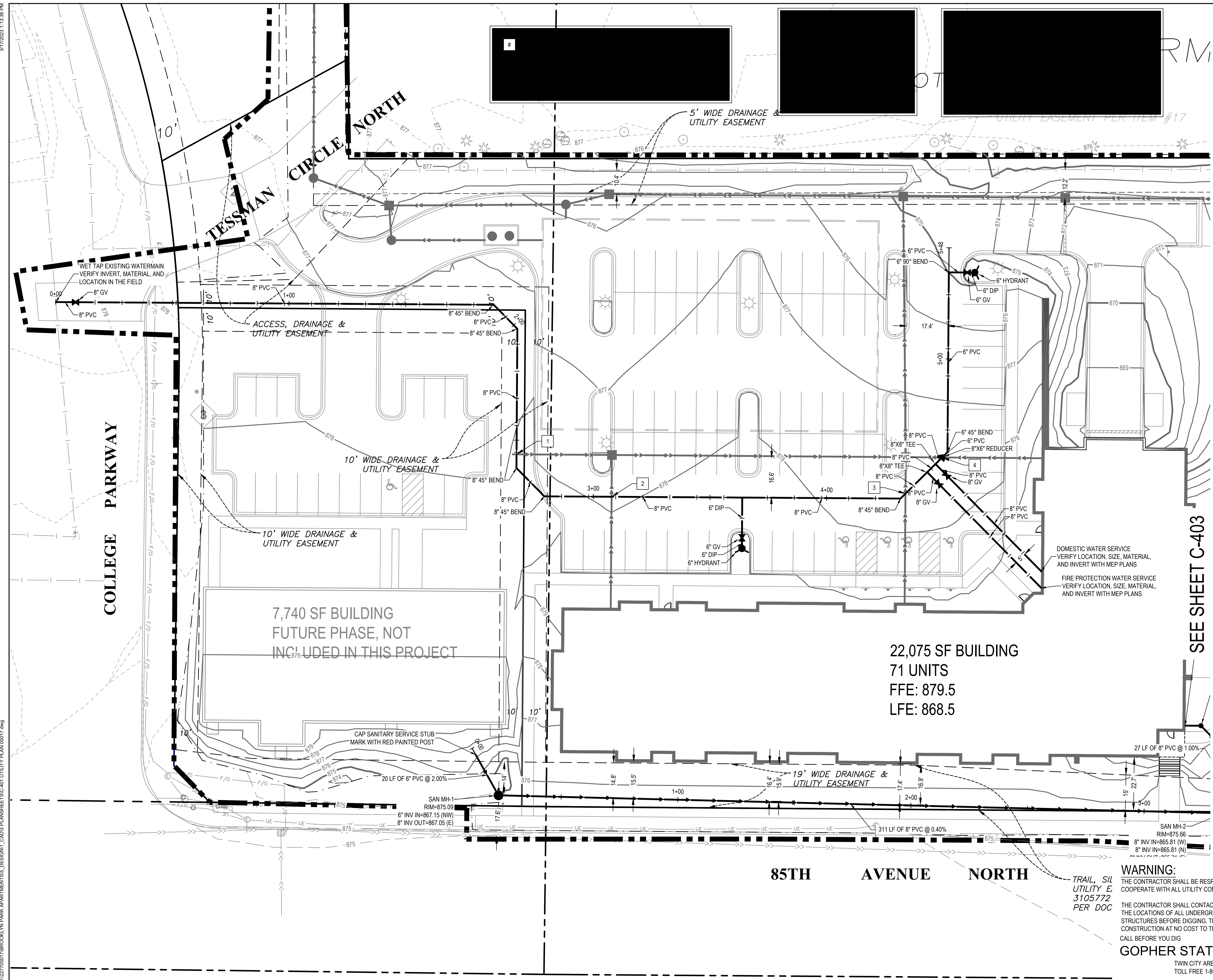
DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA

ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE: UTILITY PLAN

SHEET NO.: C-402



SEE SHEET C-403

**WARNING:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:

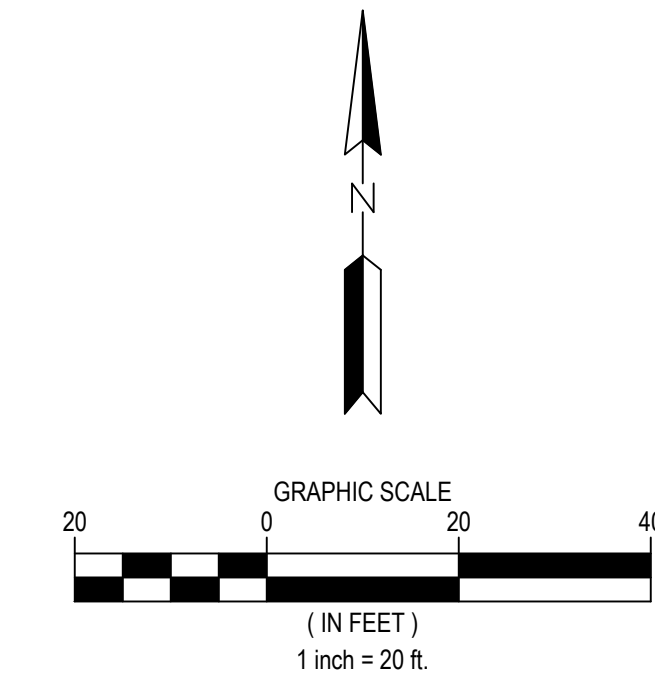
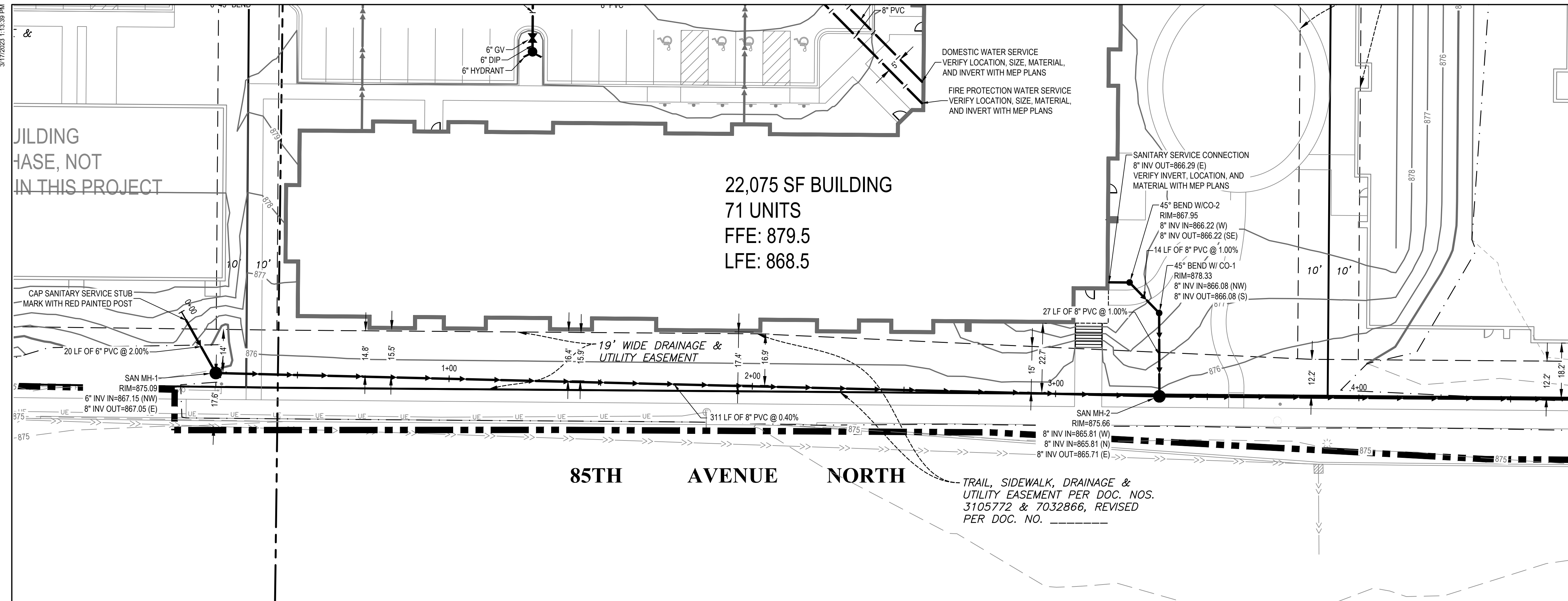


TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

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BUILDING  
PHASE, NOT  
IN THIS PROJECT



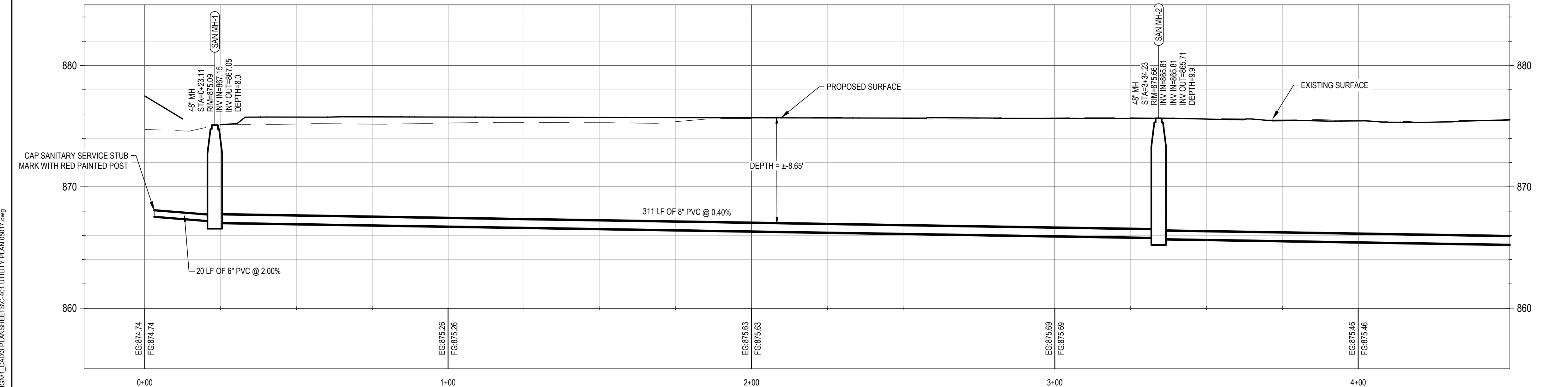
LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- 901 EXISTING MINOR CONTOUR
- 900 EXISTING MAJOR CONTOUR
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING SANITARY MANHOLE
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- GRADING LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE

NOTES

1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
2. CONTRACTOR SHALL VERIFY LOCATION, SIZE, INVERT AND MATERIAL OF ALL UTILITY CONNECTIONS TO UTILITY MAINS.
3. WATERMAIN WILL BE INSTALLED IN STRICT ACCORDANCE WITH THE MOST CURRENT EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) SPECIFICATIONS.

SANITARY ALIGNMENT PROFILE



WARNING:

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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

PROJECT TITLE

ISSUE NO.:

DATE	DESCRIPTION	ISSUE NO.
08/29/2022	CITY SUBMITTAL	1
10/12/2022	CITY RESUBMITTAL	2
02/09/2023	PRICING SET	3
02/22/2023	WATERSEED SUBMITTAL	4
03/17/2023	95% CONSTRUCTION DOCUMENTS	5

CERTIFICATION:

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PROJECT NO.: 227705017

DWN BY: HKK  
CHKD BY: JRA  
APPD BY: JRA

ISSUE DATE: 03/17/2023

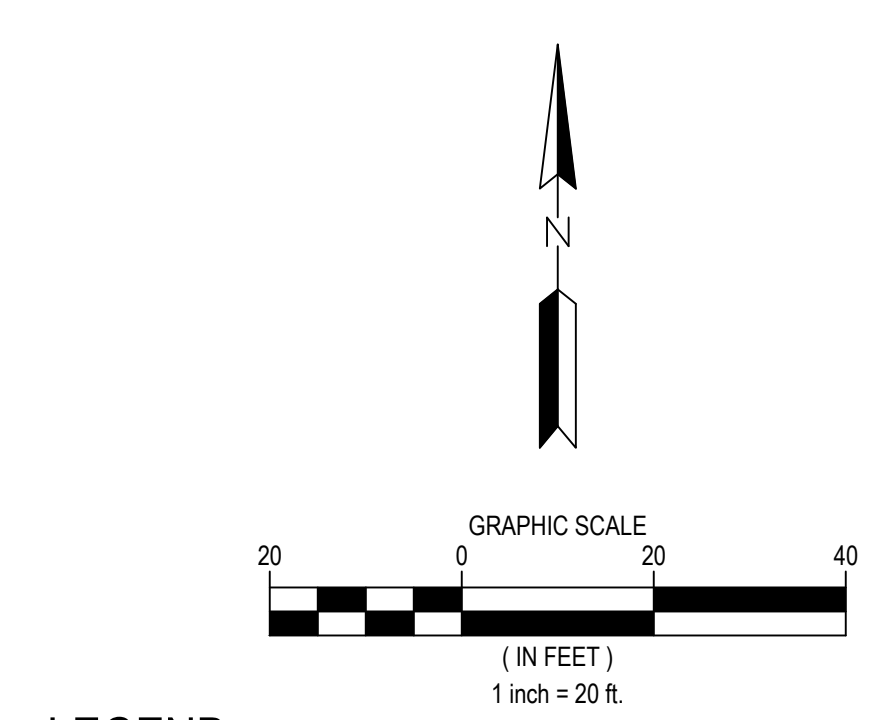
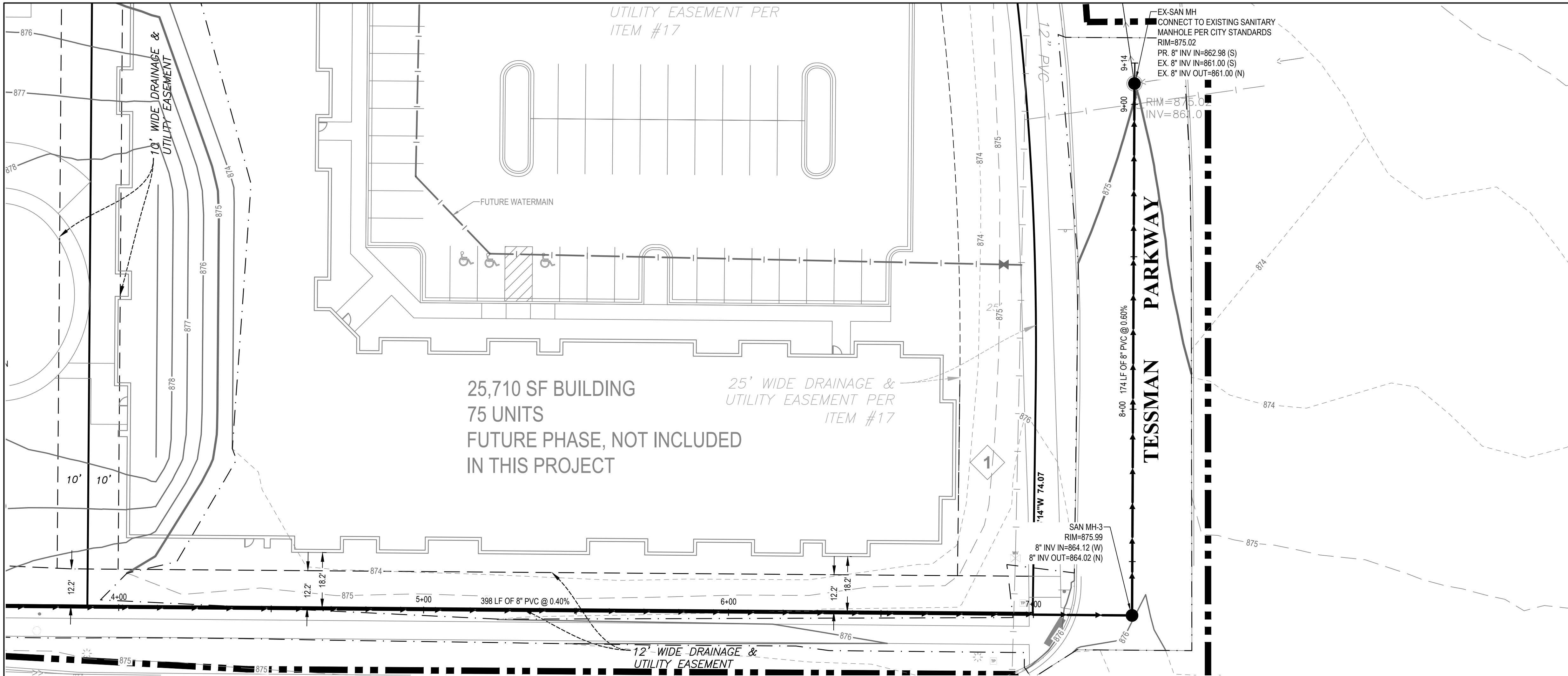
ISSUE NO.: 5

SHEET TITLE:  
SANITARY PLAN AND PROFILE

SHEET NO.:  
**C-404**

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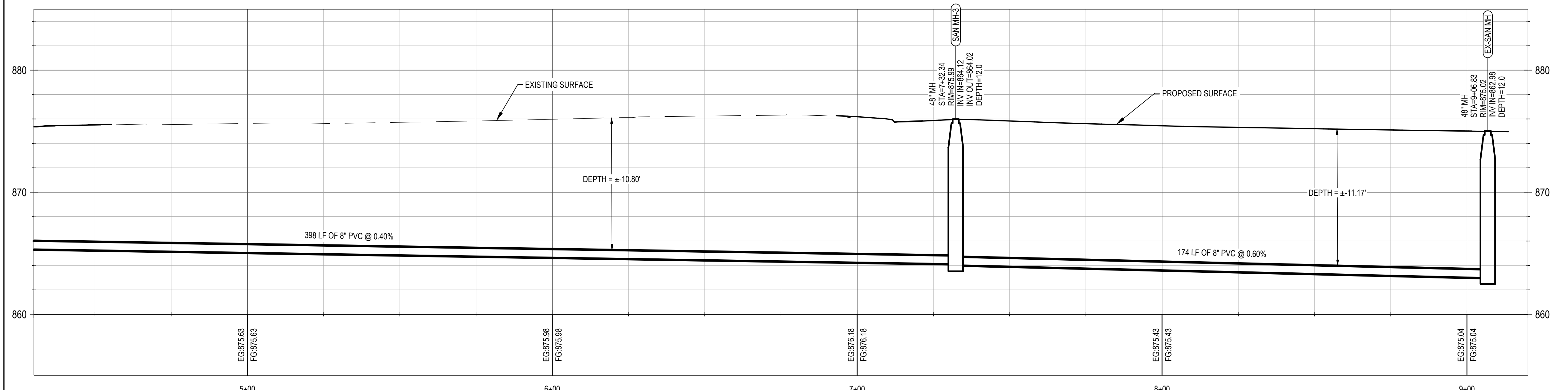
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**LEGEND**

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING SANITARY SEWER
	EXISTING WATERMAIN
	EXISTING SANITARY MANHOLE
	EXISTING HYDRANT
	EXISTING WATER VALVE
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	GRADING LIMITS
	STORM SEWER
	SANITARY SEWER
	WATERMAIN
	STORM MANHOLE
	STORM CATCH BASIN
	FLARED END SECTION
	SANITARY MANHOLE
	HYDRANT
	GATE VALVE

**SANITARY ALIGNMENT PROFILE**



- NOTES**
- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
  - CONTRACTOR SHALL VERIFY LOCATION, SIZE, INVERT AND MATERIAL OF ALL UTILITY CONNECTIONS TO UTILITY MAINS.
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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

**TESSMAN RIDGE APARTMENTS**

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/29/2022
2	CITY RESUBMITTAL	10/12/2022
3	PRICING SET	02/09/2023
4	WATERSEWER SUBMITTAL	02/28/2023
5	95% CONSTRUCTION DOCUMENTS	03/17/2023

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DATE: \_\_\_\_\_

PROJECT NO.:	227705017	
DWN BY:	CHKD BY:	APPD BY:
HKK	JRA	JRA
ISSUE DATE:	03/17/2023	
ISSUE NO.:	5	
SHEET TITLE:	SANITARY PLAN AND PROFILE	
SHEET NO.:	C-405	

**Stantec**  
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

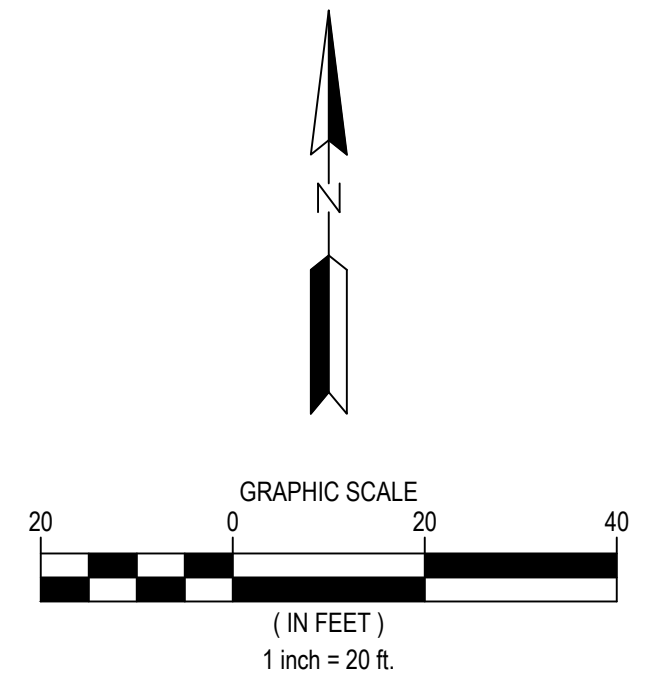
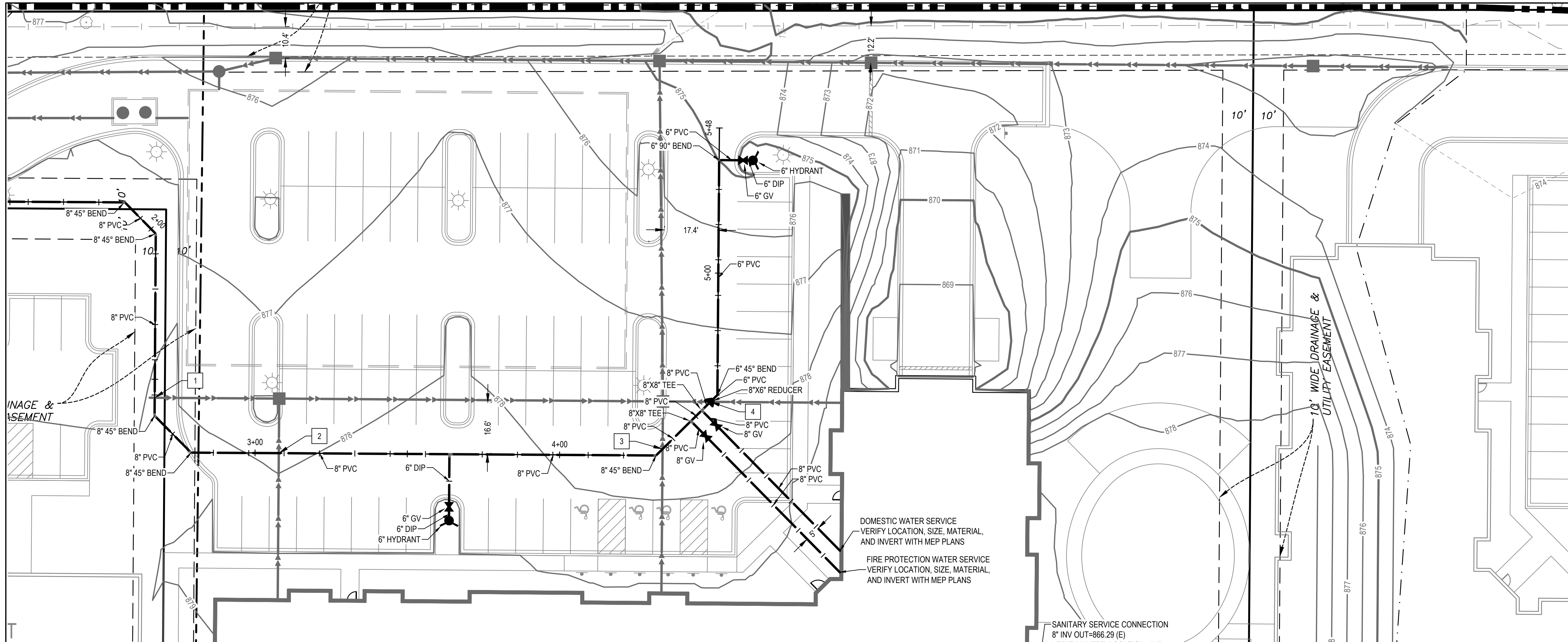
CLIENT:  
**Duffy Development Company, Inc.**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

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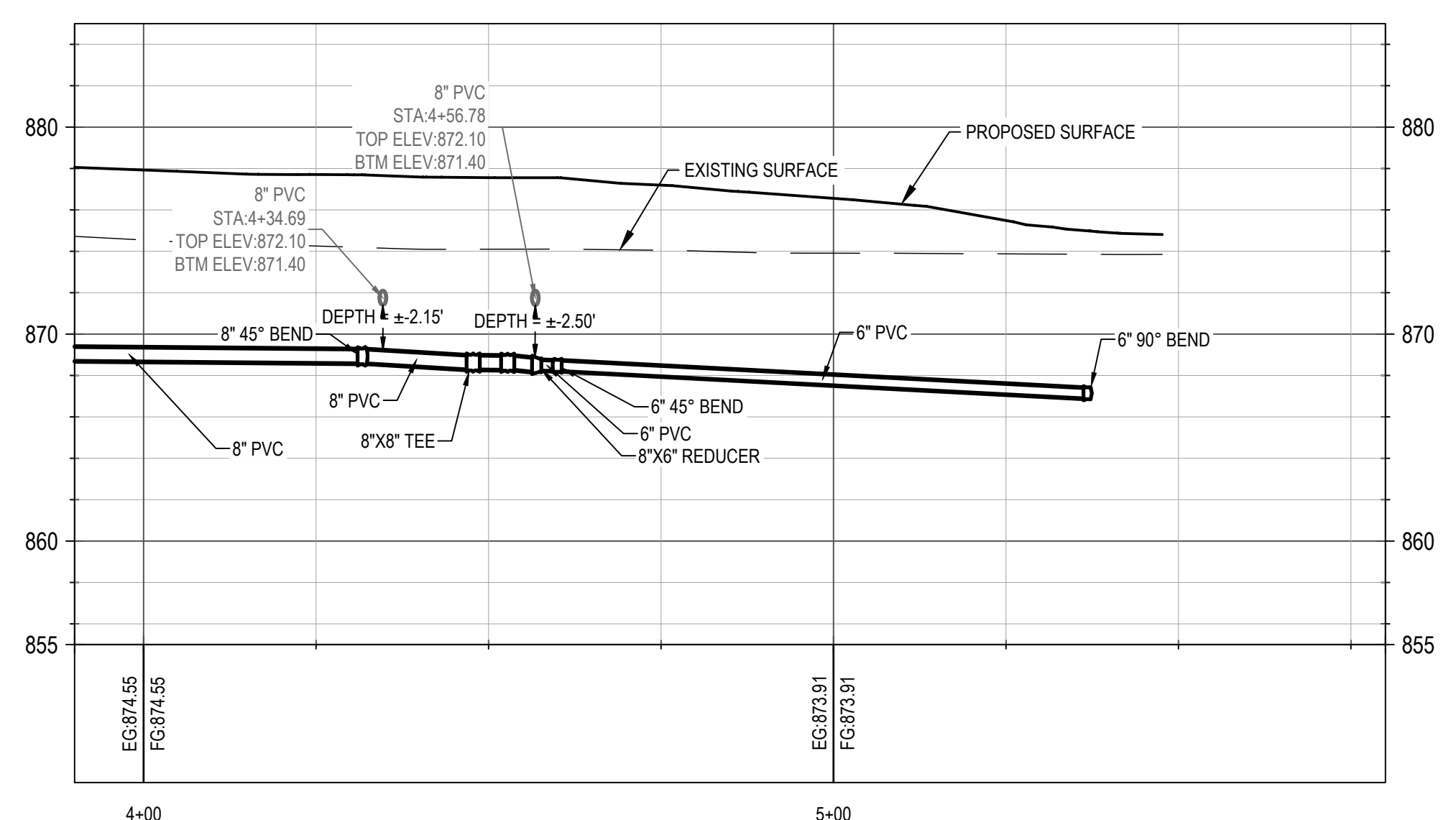


**LEGEND**

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
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	WATERMAIN
	STORM MANHOLE
	STORM CATCH BASIN
	FLARED END SECTION
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	GATE VALVE

- NOTES**
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**WATERMAIN ALIGNMENT PROFILE**



**WARNING:**  
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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

**Stantec**  
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:  
**Duffy Development Company, Inc.**

**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

DATE	DESCRIPTION	ISSUE NO.
08/29/2022	CITY SUBMITTAL	1
10/12/2022	CITY RESUBMITTAL	2
03/09/2023	PRICING SET	3
02/28/2023	WATERSEWER SUBMITTAL	4
03/17/2023	95% CONSTRUCTION DOCUMENTS	5

CERTIFICATION:  
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PROJECT NO.:	227705017	
DWN BY:	CHKD BY:	APPD BY:
HKK	JRA	JRA
ISSUE DATE:	03/17/2023	
ISSUE NO.:	5	
SHEET TITLE:	WATERMAIN PLAN AND PROFILE	
SHEET NO.:	C-407	

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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:

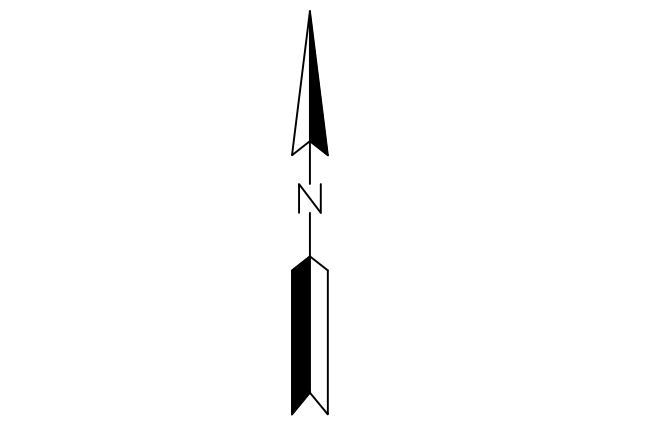
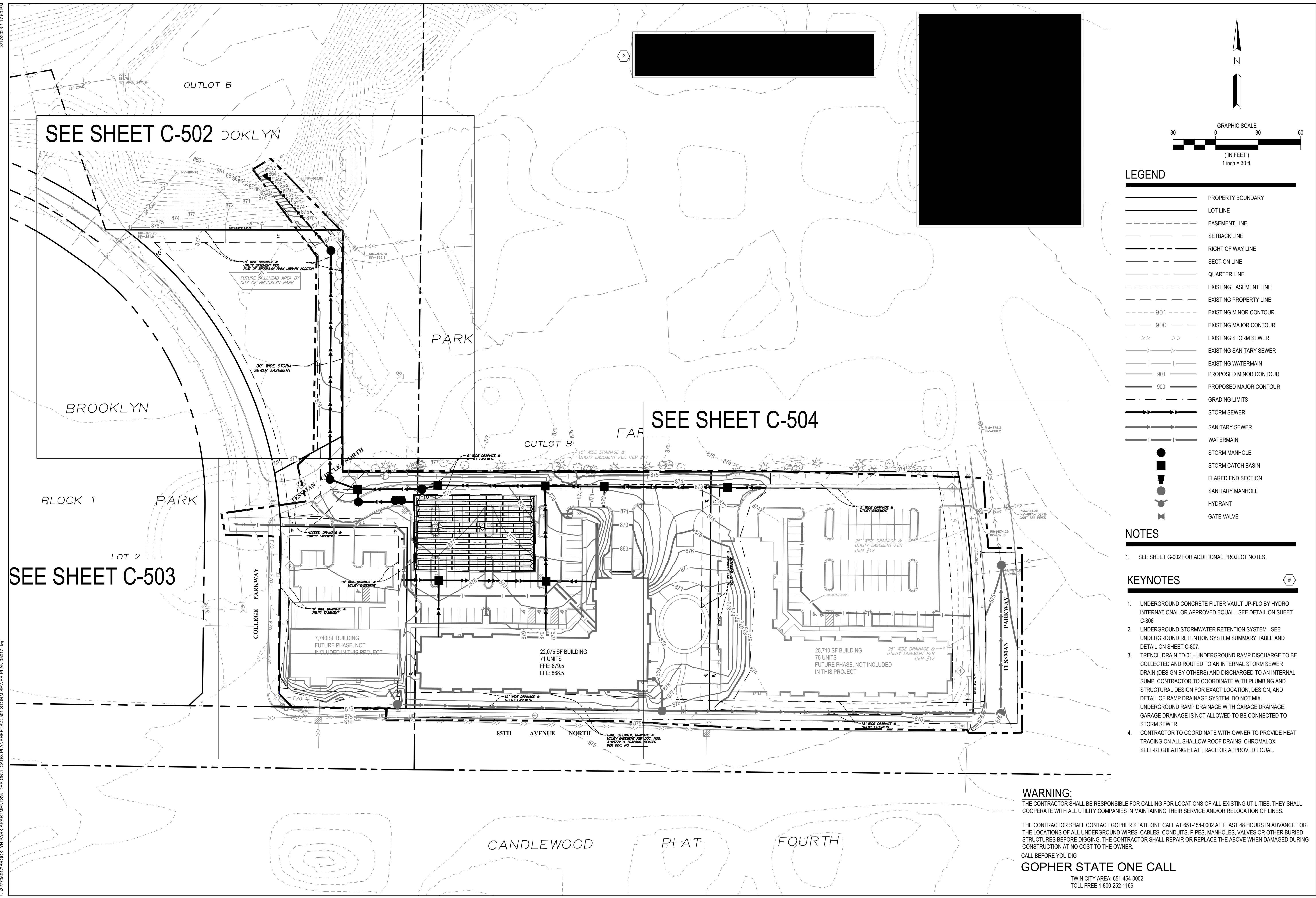


**TESSMAN RIDGE APARTMENTS**

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

3/17/2023 11:50 PM

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**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
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- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE

**NOTES**

- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.

**KEYNOTES**

- UNDERGROUND CONCRETE FILTER VAULT UP-FLO BY HYDRO INTERNATIONAL OR APPROVED EQUAL - SEE DETAIL ON SHEET C-806
- UNDERGROUND STORMWATER RETENTION SYSTEM - SEE UNDERGROUND RETENTION SYSTEM SUMMARY TABLE AND DETAIL ON SHEET C-807.
- TRENCH DRAIN TD-01 - UNDERGROUND RAMP DISCHARGE TO BE COLLECTED AND ROUTED TO AN INTERNAL STORM SEWER DRAIN (DESIGN BY OTHERS) AND DISCHARGED TO AN INTERNAL SUMP. CONTRACTOR TO COORDINATE WITH PLUMBING AND STRUCTURAL DESIGN FOR EXACT LOCATION, DESIGN, AND DETAIL OF RAMP DRAINAGE SYSTEM. DO NOT MIX UNDERGROUND RAMP DRAINAGE WITH GARAGE DRAINAGE. GARAGE DRAINAGE IS NOT ALLOWED TO BE CONNECTED TO STORM SEWER.
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**WARNING:**  
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CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

PROJECT TITLE

ISSUE NO.:

ISSUE NO.	DATE	DESCRIPTION
1	08/29/2022	CITY SUBMITTAL
2	10/12/2022	CITY RESUBMITTAL
3	03/09/2023	PRICING SET
4	03/29/2023	WATERSEAL SUBMITTAL
5	03/17/2023	95% CONSTRUCTION DOCUMENTS

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.

DATE:

PROJECT NO.: 227705017

DWN BY: HKK  
CHKD BY: JRA  
ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE:  
OVERALL STORM SEWER PLAN

SHEET NO.:  
**C-501**



733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/29/2023
2	CITY RESUBMITTAL	10/12/2023
3	PRICING SET	02/09/2023
4	WATERSHED SUBMITTAL	02/28/2023
5	95% CONSTRUCTION DOCUMENTS	03/17/2023

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DATE: \_\_\_\_\_

PROJECT NO.: 227705017

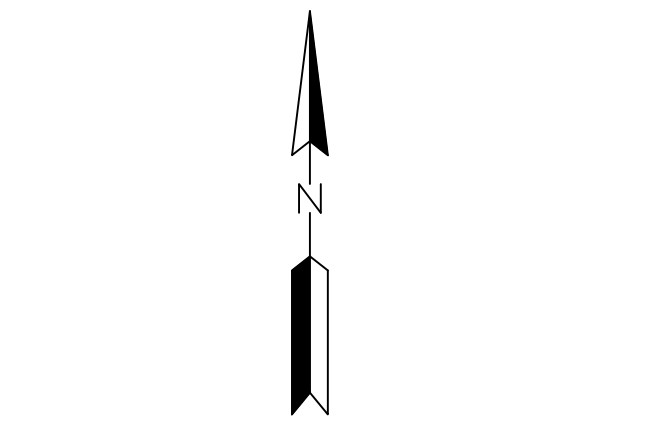
DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA

ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE:  
STORM SEWER PLAN

SHEET NO.:  
**C-502**



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE

**NOTES**

- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.

**KEYNOTES**

- UNDERGROUND CONCRETE FILTER VAULT UP-FLO BY HYDRO INTERNATIONAL OR APPROVED EQUAL - SEE DETAIL ON SHEET C-806
- UNDERGROUND STORMWATER RETENTION SYSTEM - SEE UNDERGROUND RETENTION SYSTEM SUMMARY TABLE AND DETAIL ON SHEET C-807.
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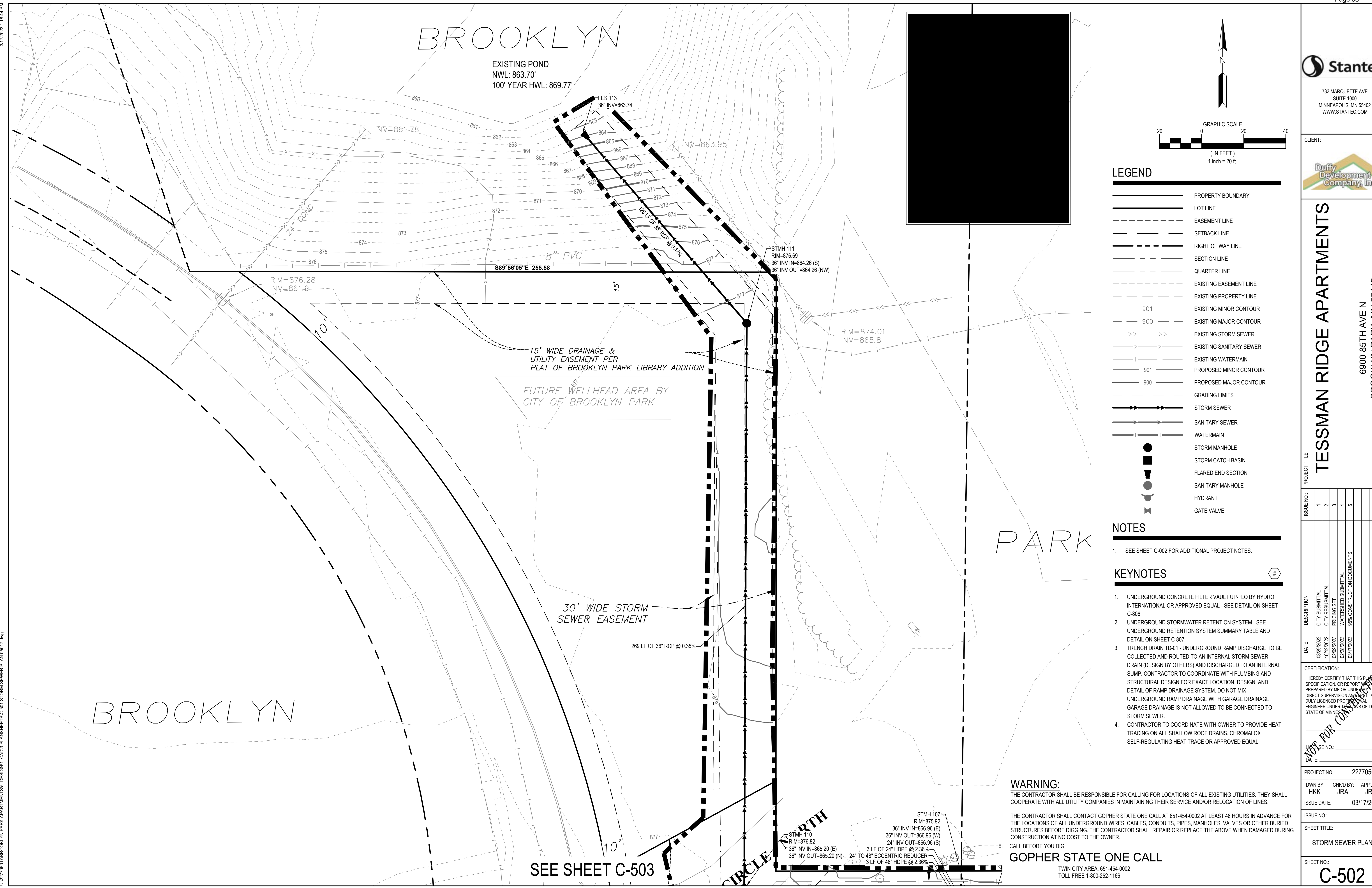
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**GOPHER STATE ONE CALL**

CALL BEFORE YOU DIG  
TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166



EXISTING POND  
NWL: 863.70'  
100' YEAR HWL: 869.77'

8" PVC  
S89°56'05"E 255.58

FUTURE WELLHEAD AREA BY  
CITY OF BROOKLYN PARK

30' WIDE STORM  
SEWER EASEMENT

SEE SHEET C-503

STMH 110  
RIM=876.82  
36" INV IN=865.20 (E)  
36" INV OUT=865.20 (N)  
24" INV OUT=866.96 (S)  
3 LF OF 24" HDPE @ 2.36%  
24" TO 48" ECCENTRIC REDUCER  
3 LF OF 48" HDPE @ 2.36%

STMH 107  
RIM=875.92  
36" INV IN=866.96 (E)  
36" INV OUT=866.96 (W)  
24" INV OUT=866.96 (S)

RIM=874.01  
INV=865.8

STMH 111  
RIM=876.69  
36" INV IN=864.26 (S)  
36" INV OUT=864.26 (NW)

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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

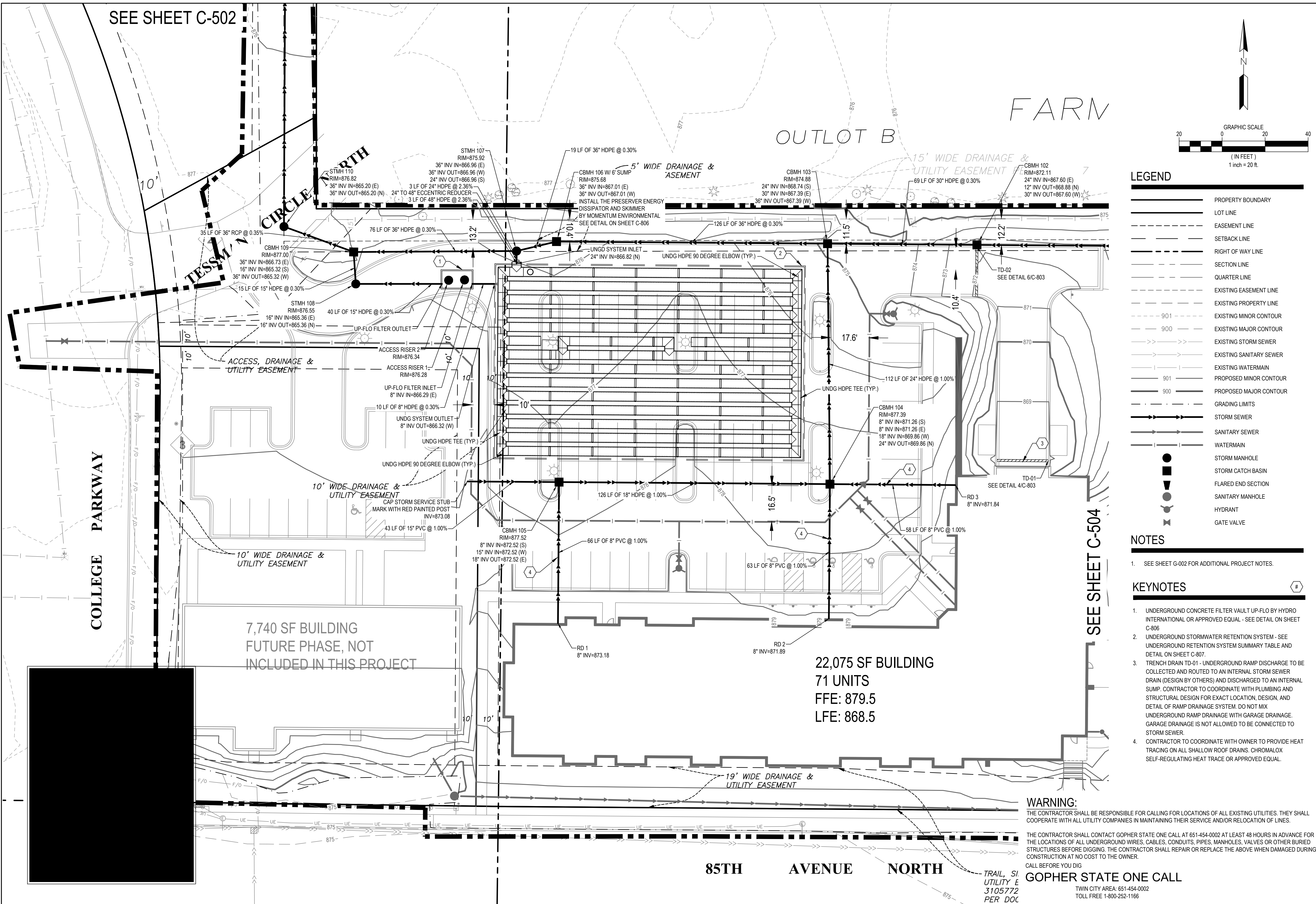
ISSUE NO.	PROJECT TITLE
1	
2	
3	
4	
5	

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DATE:	08/29/2023
DESCRIPTION:	CITY SUBMITTAL
DATE:	10/12/2022
DESCRIPTION:	CITY RESUBMITTAL
DATE:	02/09/2023
DESCRIPTION:	PRICING SET
DATE:	02/29/2023
DESCRIPTION:	WATERSEAL SUBMITTAL
DATE:	03/17/2023
DESCRIPTION:	95% CONSTRUCTION DOCUMENTS

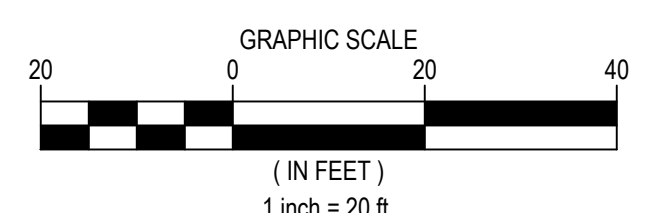
PROJECT NO.: 227705017  
DWN BY: HKK  
CHKD BY: JRA  
APPD BY: JRA  
ISSUE DATE: 03/17/2023  
ISSUE NO.: 5  
SHEET TITLE: STORM SEWER PLAN  
SHEET NO.: C-502

U:\227705017\BROOKLYN PARK APARTMENTS\DESIGN\1\_CADD\3\_PLANSHEET\SC-501 STORM SEWER PLAN.dwg 3/17/2023 1:14:05 PM



FARM

OUTLOT B



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- - - EASEMENT LINE
- - - SETBACK LINE
- - - RIGHT OF WAY LINE
- - - SECTION LINE
- - - QUARTER LINE
- - - EXISTING EASEMENT LINE
- - - EXISTING PROPERTY LINE
- - - 901 EXISTING MINOR CONTOUR
- - - 900 EXISTING MAJOR CONTOUR
- - - EXISTING STORM SEWER
- - - EXISTING SANITARY SEWER
- - - EXISTING WATERMAIN
- - - 901 PROPOSED MINOR CONTOUR
- - - 900 PROPOSED MAJOR CONTOUR
- - - GRADING LIMITS
- - - STORM SEWER
- - - SANITARY SEWER
- - - WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE

**NOTES**

- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.

**KEYNOTES**

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**GOPHER STATE ONE CALL**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

SEE SHEET C-502

SEE SHEET C-504

7,740 SF BUILDING  
FUTURE PHASE, NOT  
INCLUDED IN THIS PROJECT

22,075 SF BUILDING  
71 UNITS  
FFE: 879.5  
LFE: 868.5

85TH AVENUE NORTH

TRAIL, SI  
UTILITY E  
3105772  
PER DOC



733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

PROJECT TITLE

ISSUE NO.	DESCRIPTION
1	
2	
3	
4	
5	

DATE	DESCRIPTION
08/29/2022	CITY SUBMITTAL
10/12/2022	CITY RESUBMITTAL
02/09/2023	PRICING SET
02/29/2023	WATERSEAL SUBMITTAL
03/17/2023	95% CONSTRUCTION DOCUMENTS

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ISSUE NO.:  
DATE:

PROJECT NO.: 227705017

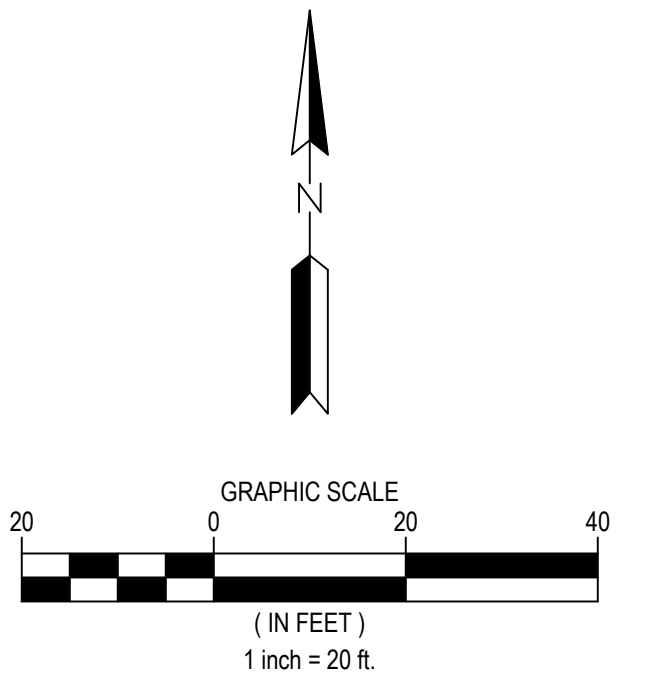
DWN BY: HKK  
CHKD BY: JRA  
APPD BY: JRA

ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE:  
STORM SEWER PLAN

SHEET NO.:  
**C-504**



**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
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- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
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- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE

**NOTES**

- SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.

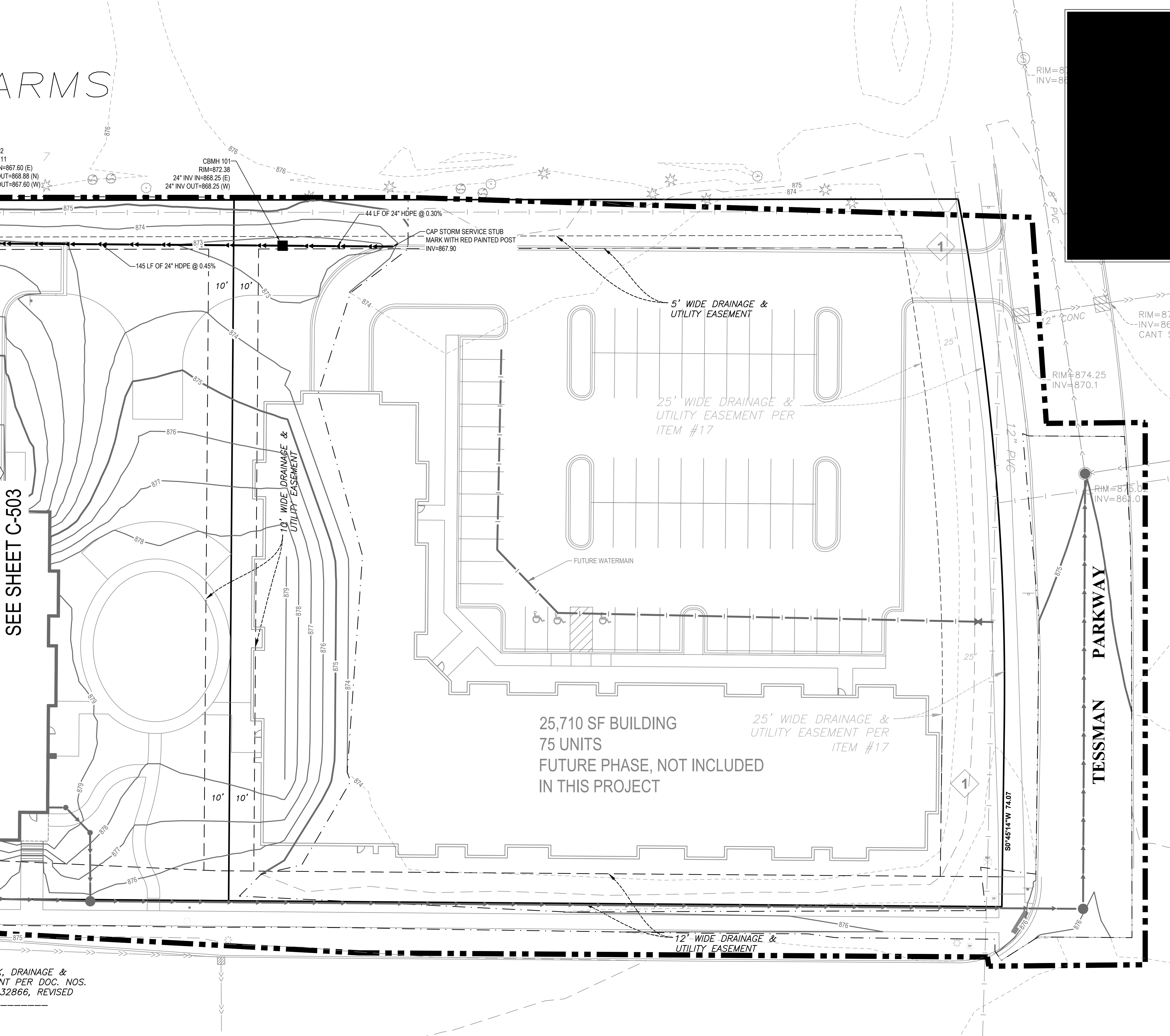
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TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166



SEE SHEET C-503  
K, DRAINAGE & UTILITY PER DOC. NOS. 132866, REVISED

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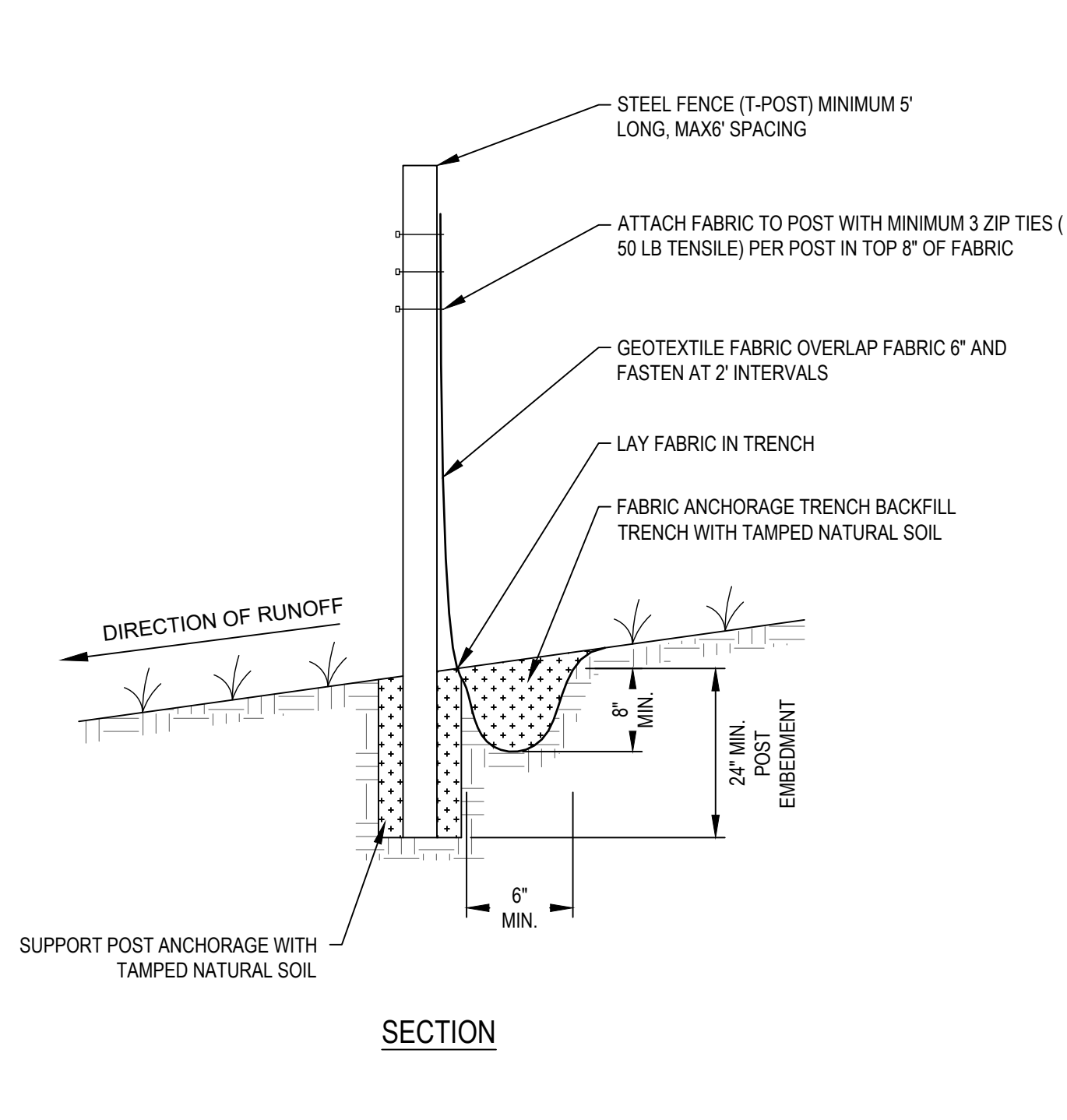
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:

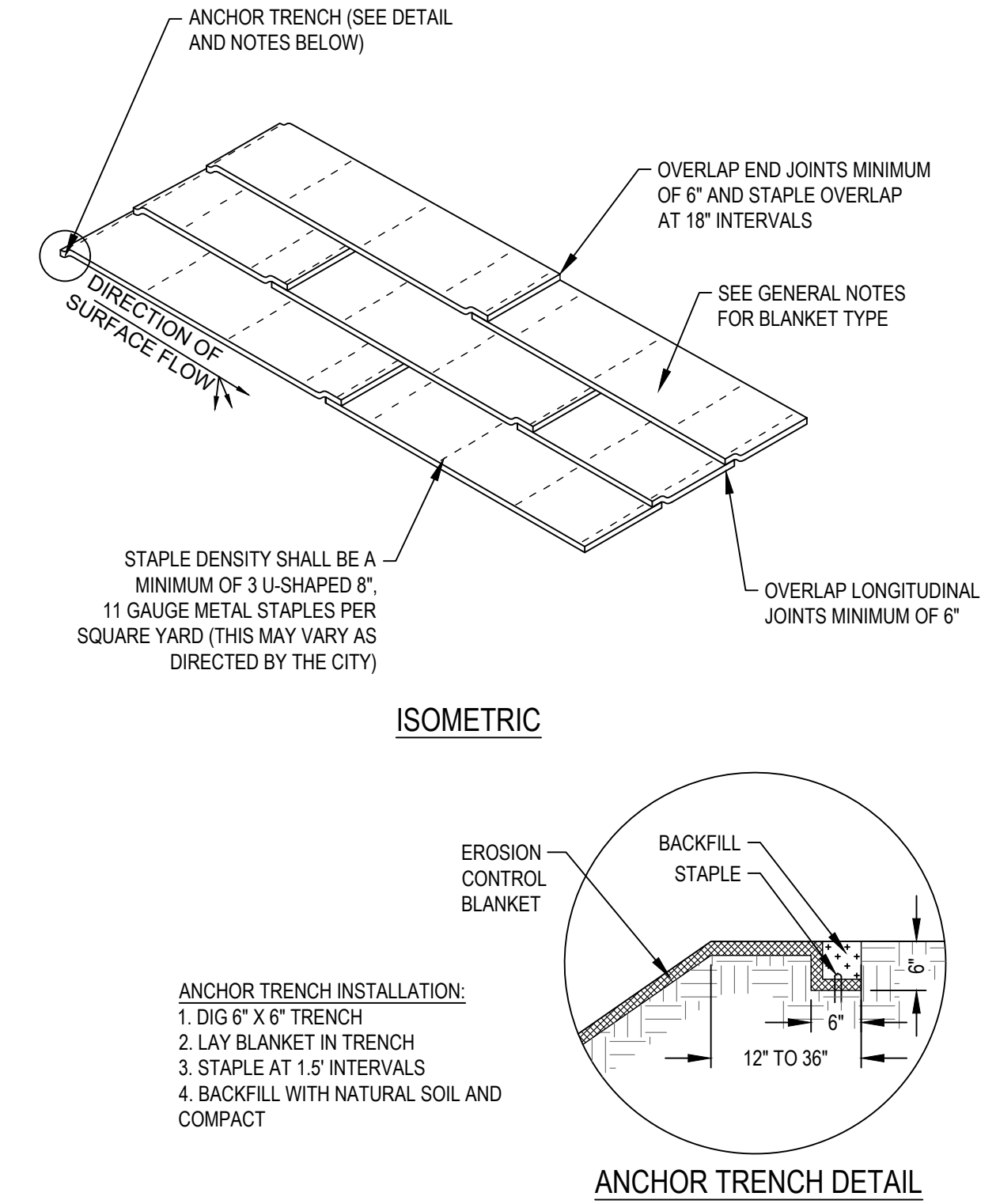


**TESSMAN RIDGE APARTMENTS**

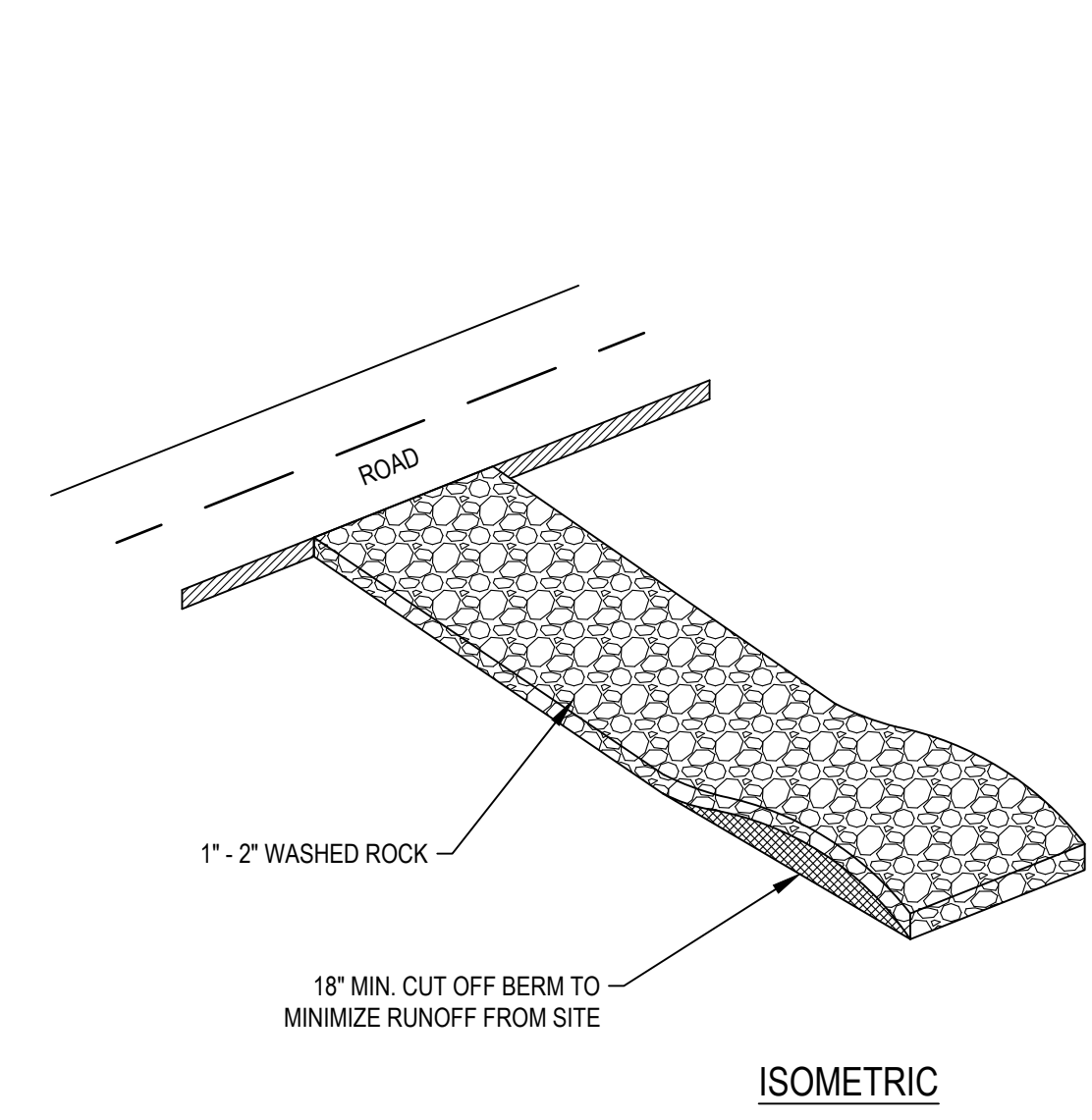
6900 85TH AVE N  
BROOKLYN PARK, MN 55445



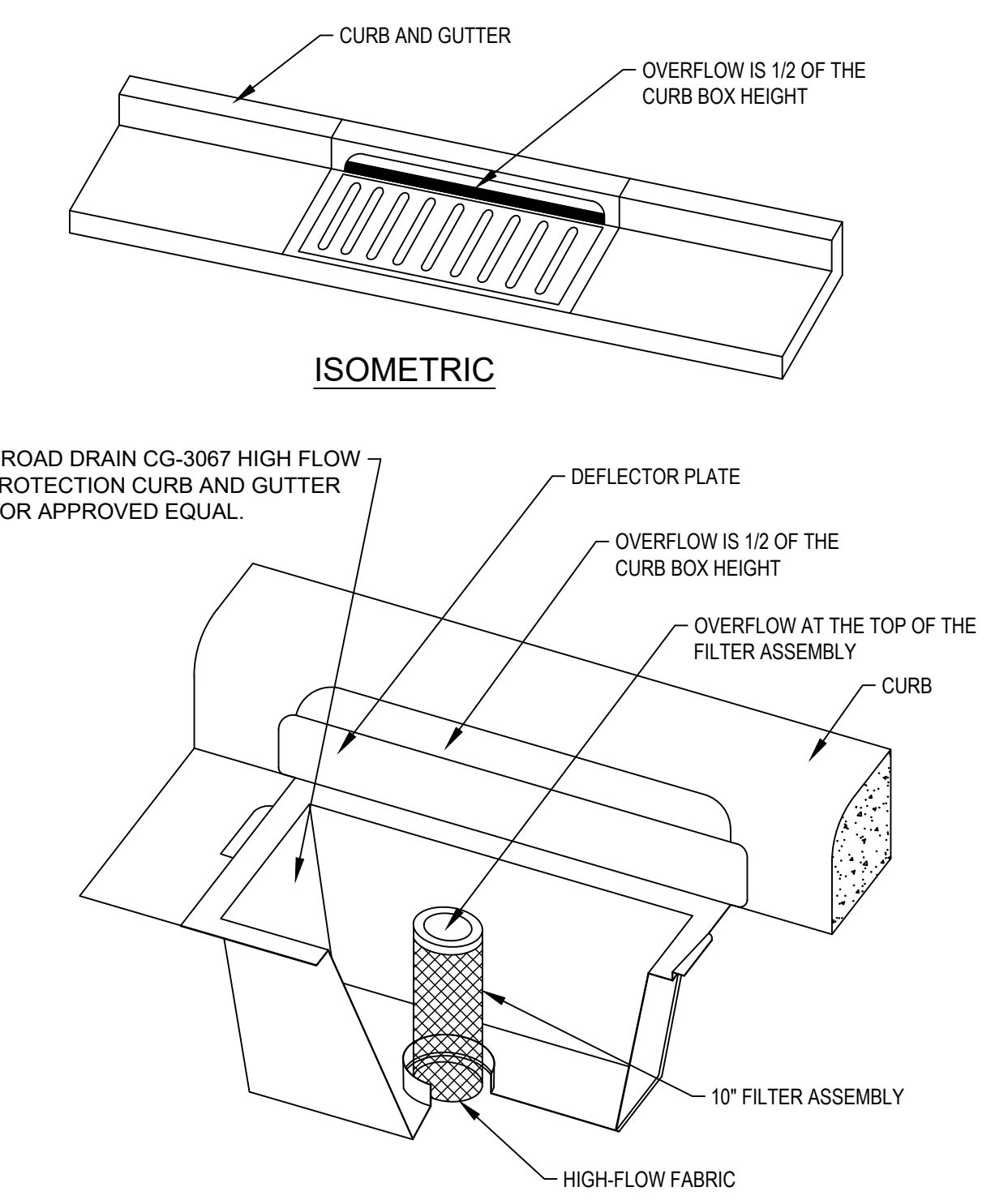
**1** SILT FENCE MACHINE SLICED  
C-801 NOT TO SCALE



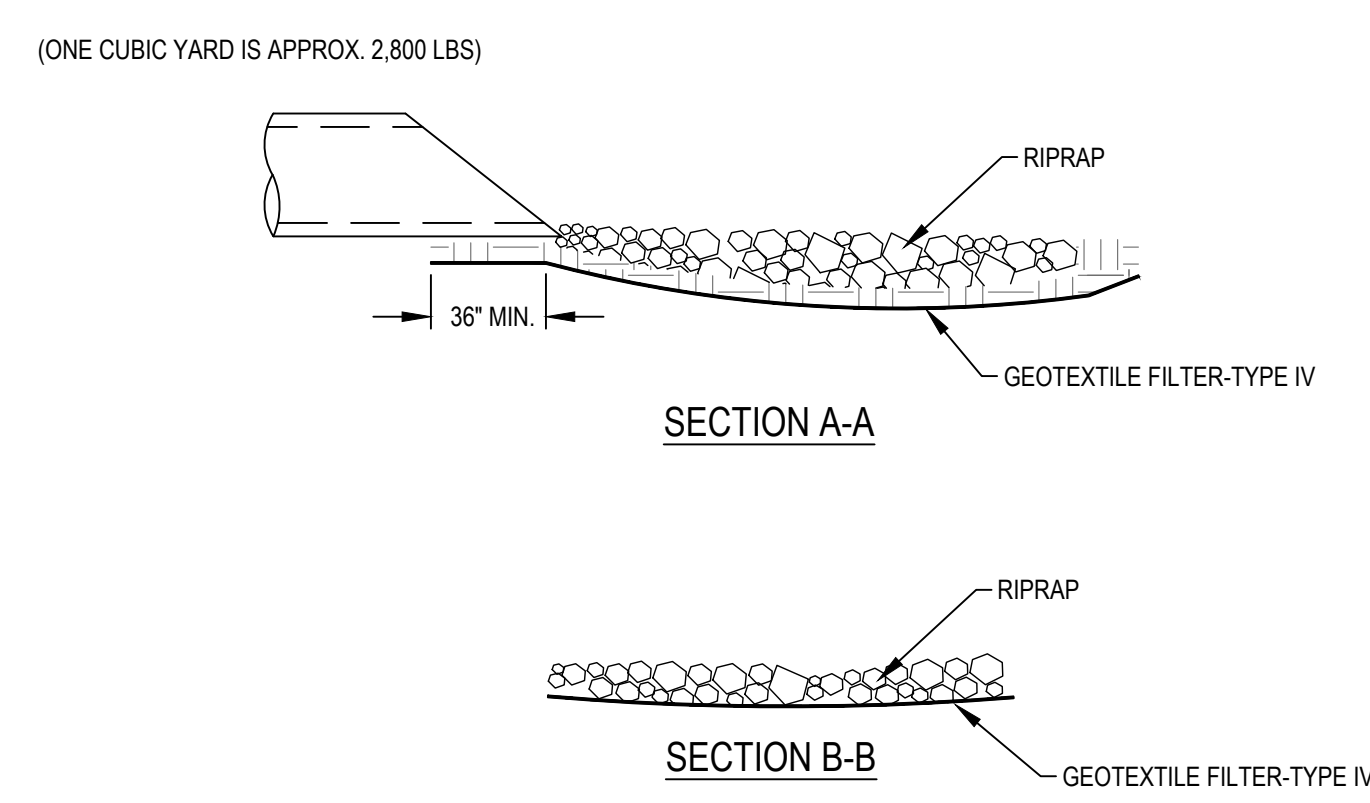
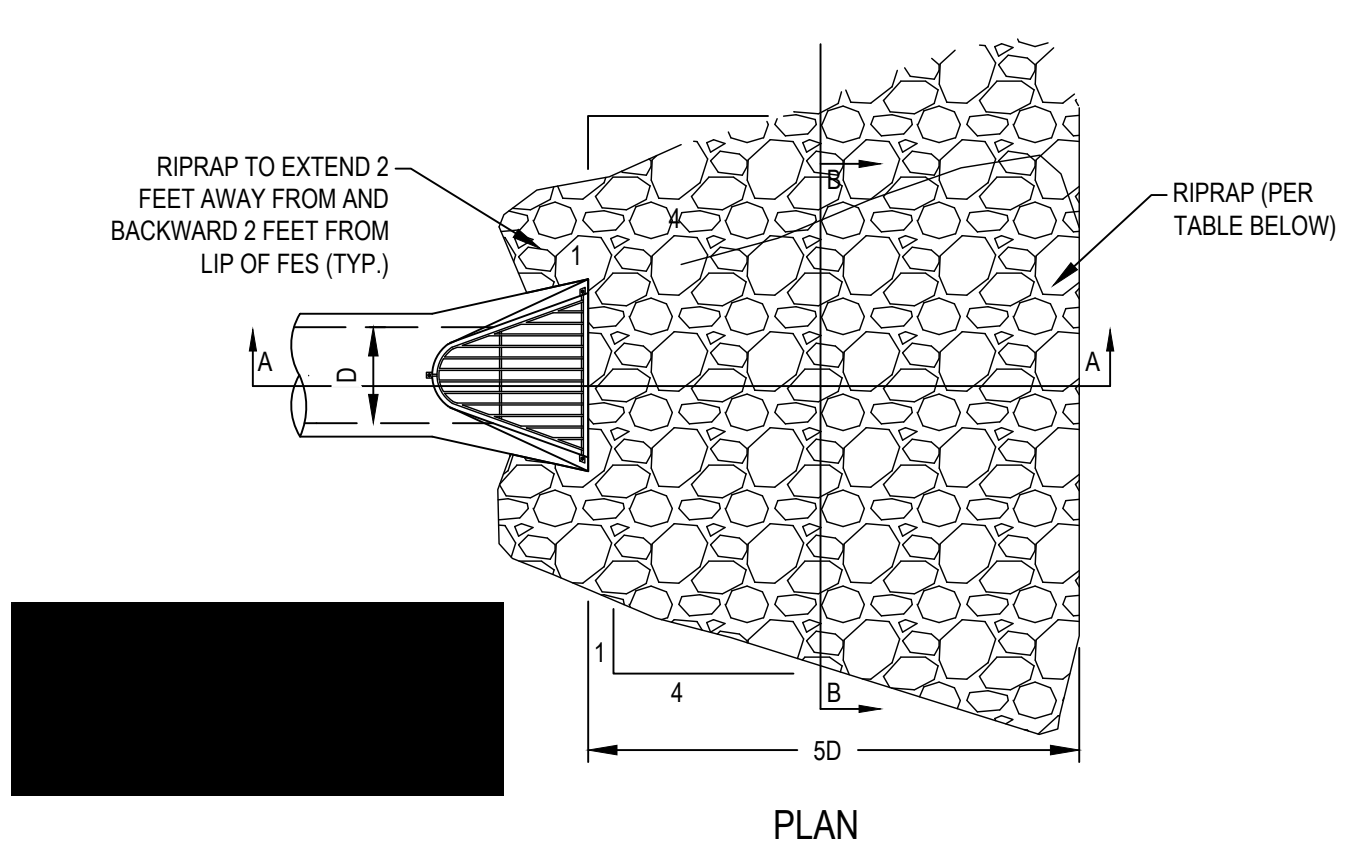
**2** EROSION CONTROL BLANKET INSTALLATION  
C-801 NOT TO SCALE



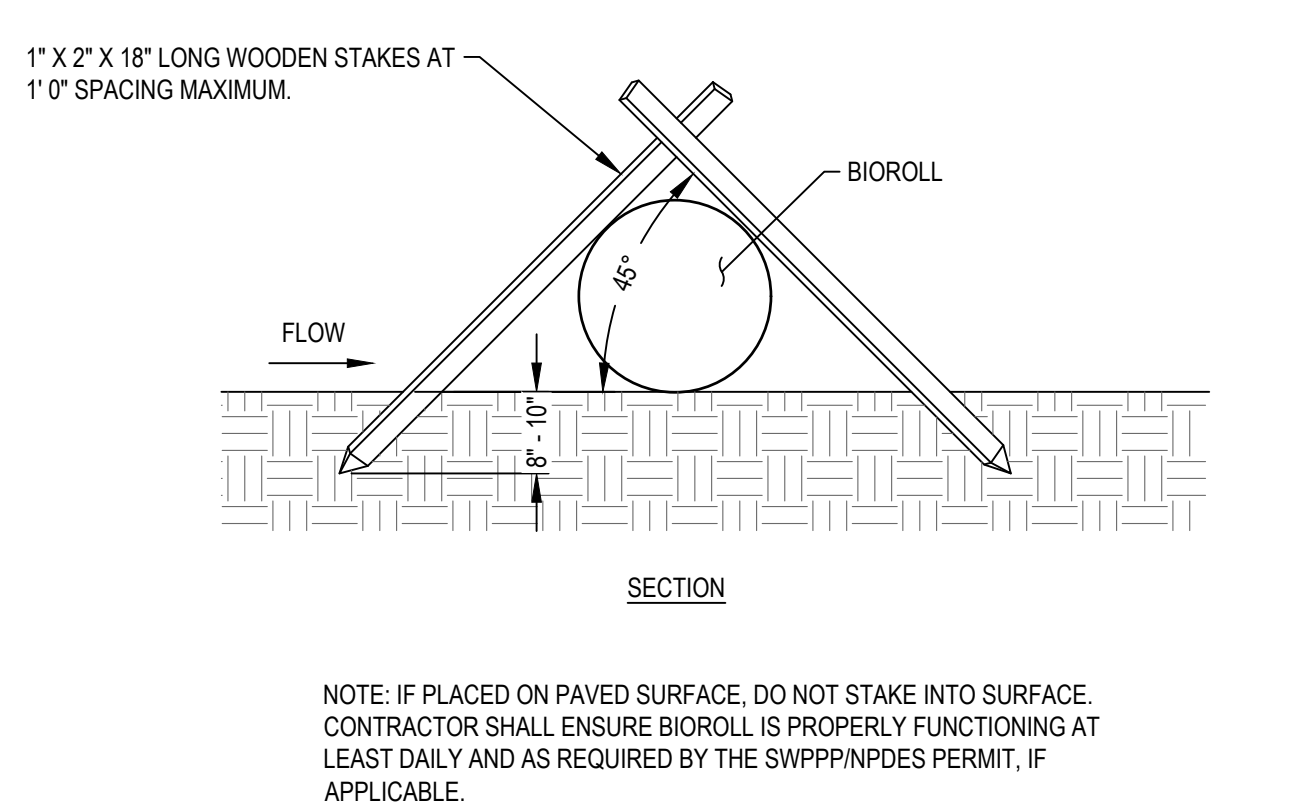
**3** STABILIZED CONSTRUCTION EXIT  
C-801 NOT TO SCALE



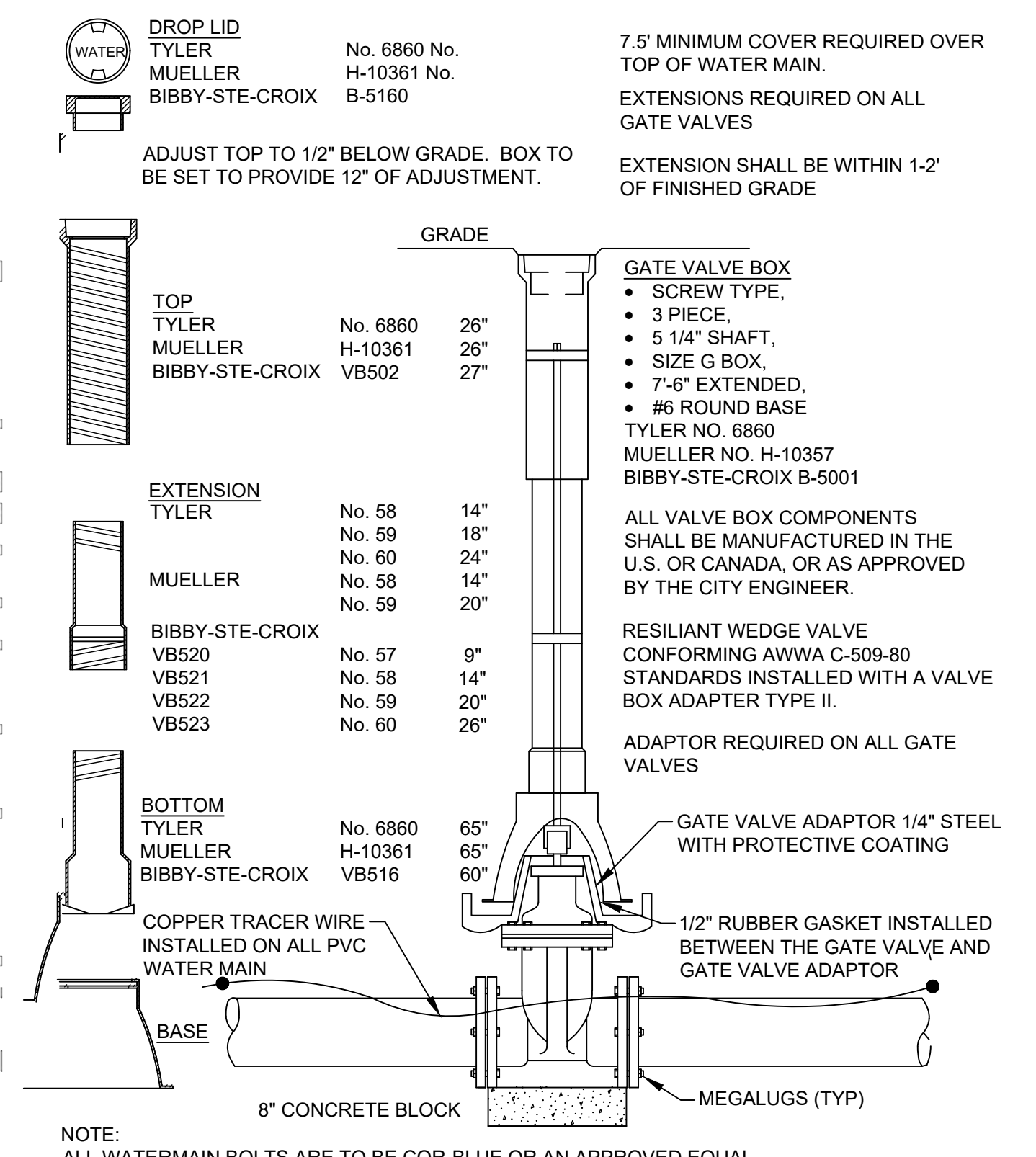
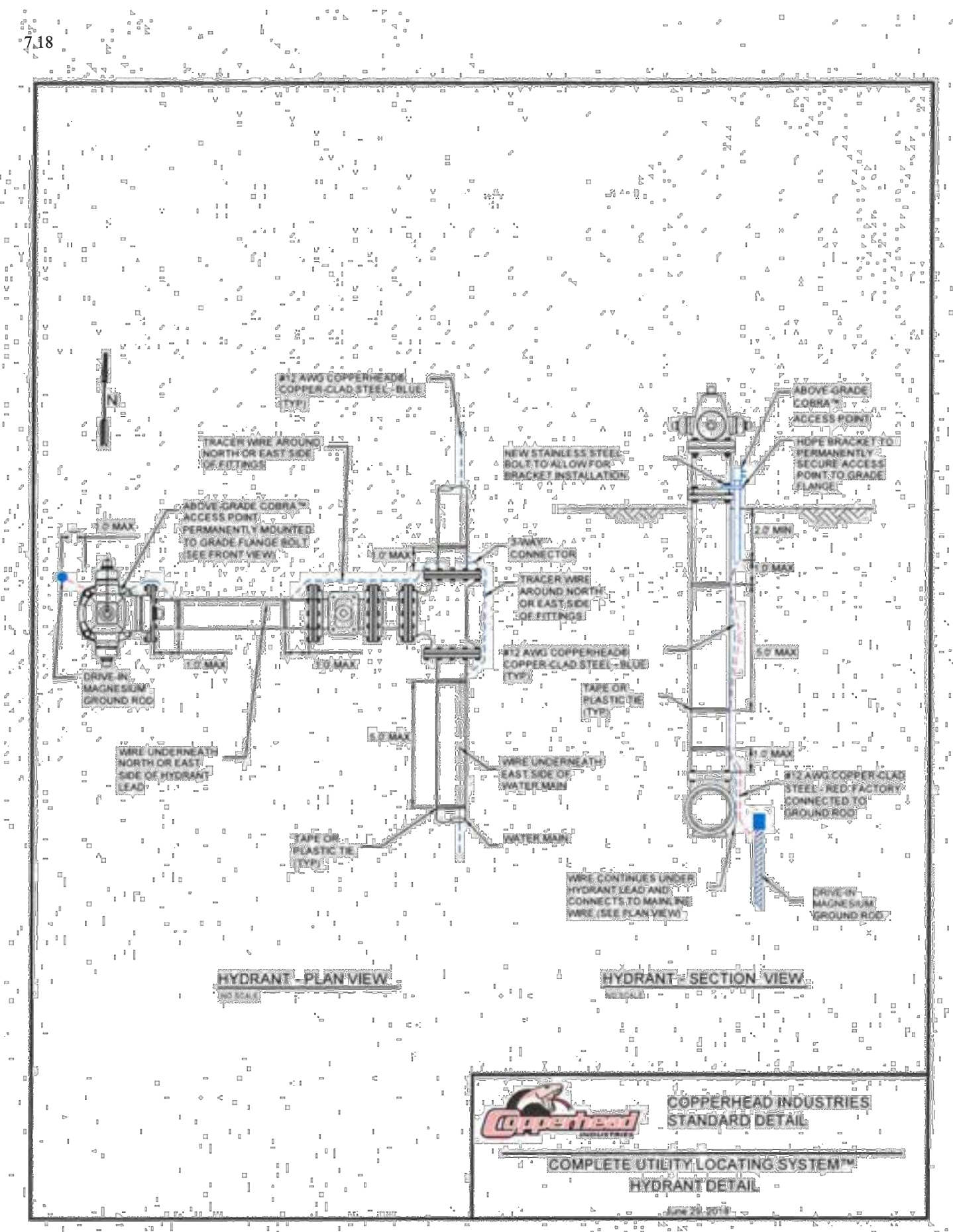
**4** INLET PROTECTION CATCH BASIN INSERT  
C-801 NOT TO SCALE



**5** RIPRAP AT OUTLETS  
C-801 NOT TO SCALE



**6** BIOROLL  
C-801 NOT TO SCALE



**7** GATE VALVE AND BOX INSTALLATION  
C-801 NOT TO SCALE

ISSUE NO.	1	2	3	4	5
DATE:	08/29/2023	10/12/2023	02/09/2024	02/28/2024	03/17/2024
DESCRIPTION:	CITY SUBMITTAL	CITY RESUBMITTAL	PRICING SET	WATERSEAL SUBMITTAL	95% CONSTRUCTION DOCUMENTS
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.				
PROJECT NO.:	227705017				
ISSUE DATE:	03/17/2023				
SHEET TITLE:	DETAILS				
SHEET NO.:	C-801				

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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/29/2022
2	CITY RESUBMITTAL	10/12/2022
3	PRICING SET	02/09/2023
4	WATERSEAL SUBMITTAL	02/28/2023
5	95% CONSTRUCTION DOCUMENTS	03/17/2023

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DATE: \_\_\_\_\_  
PROJECT NO.: 227705017

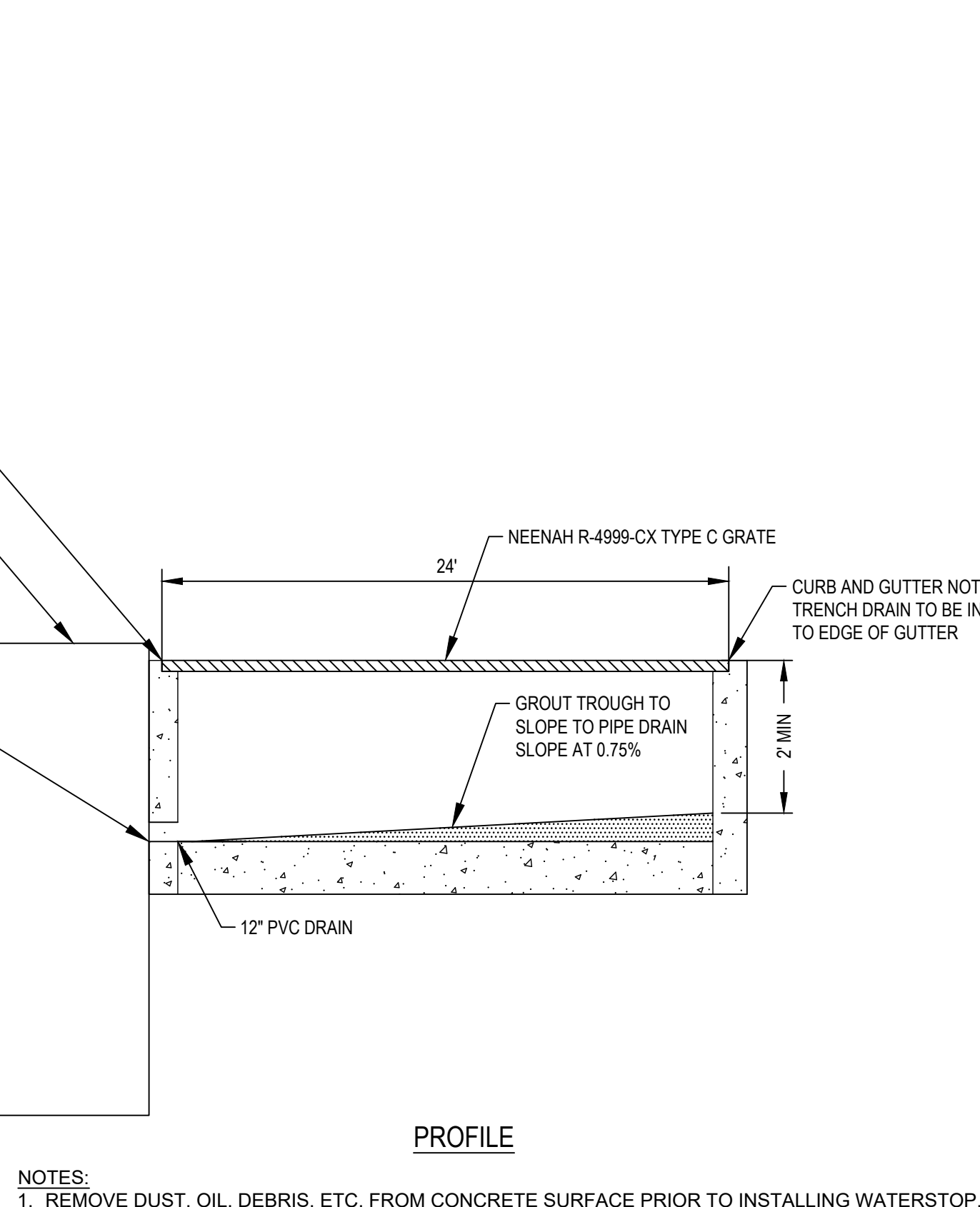
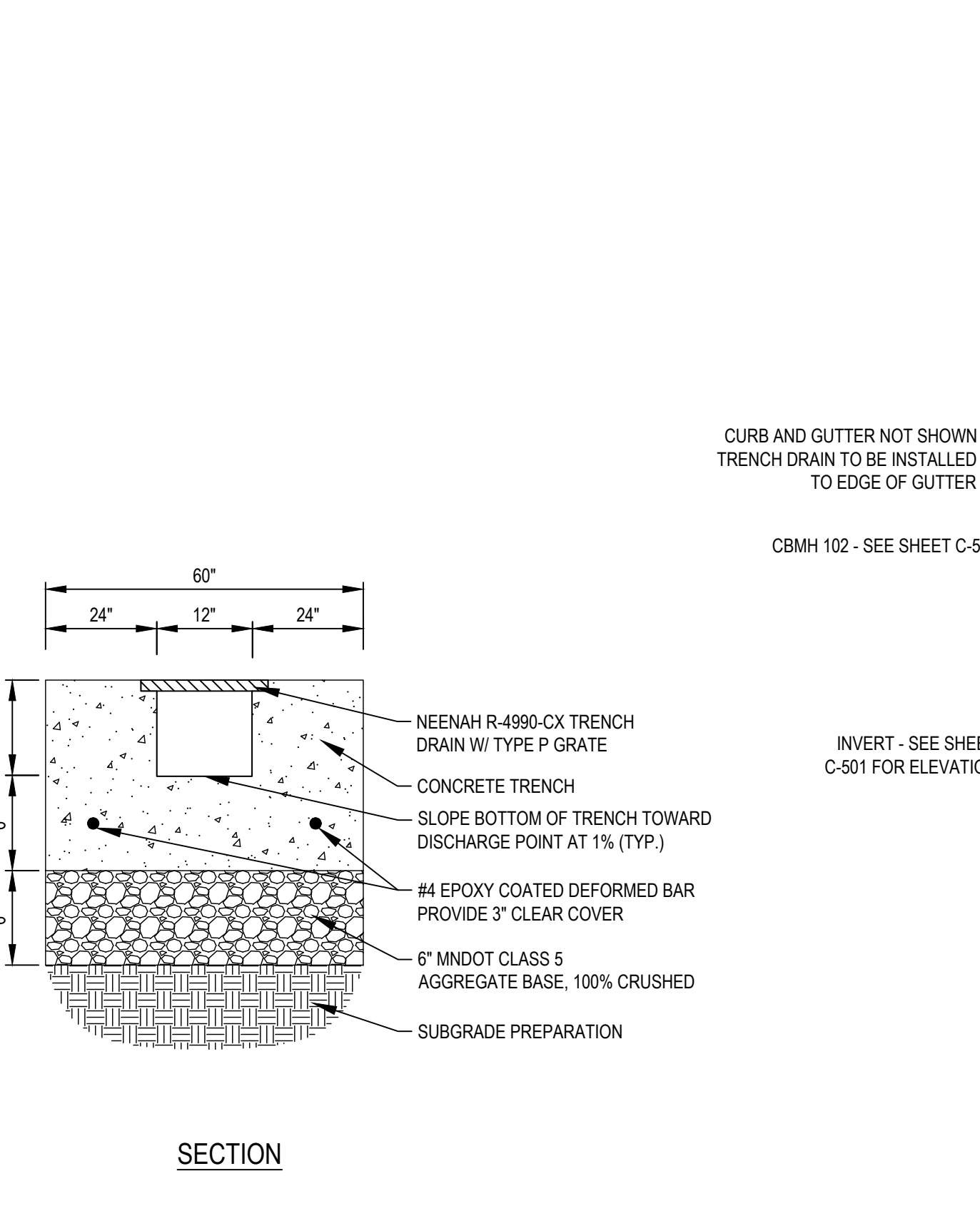
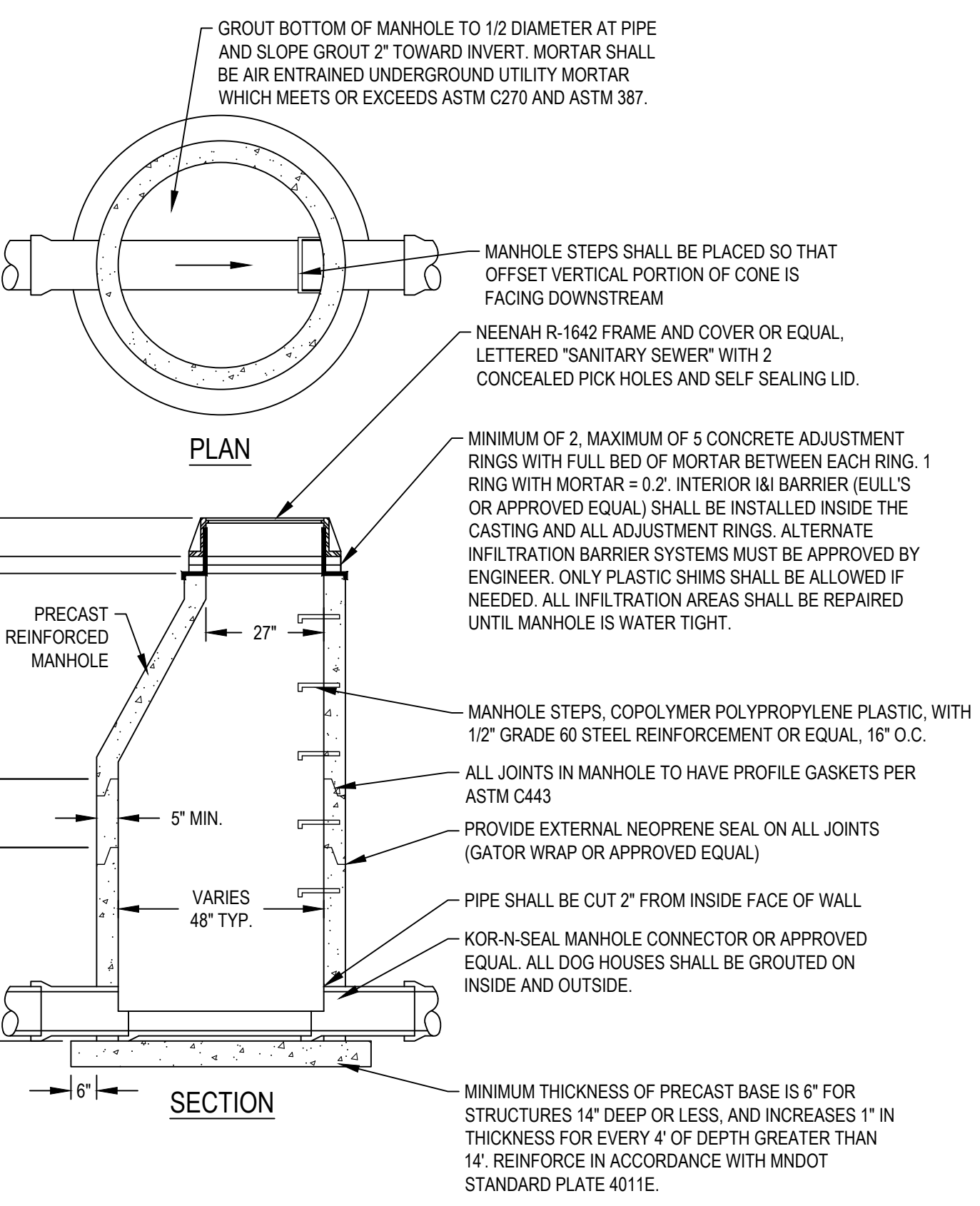
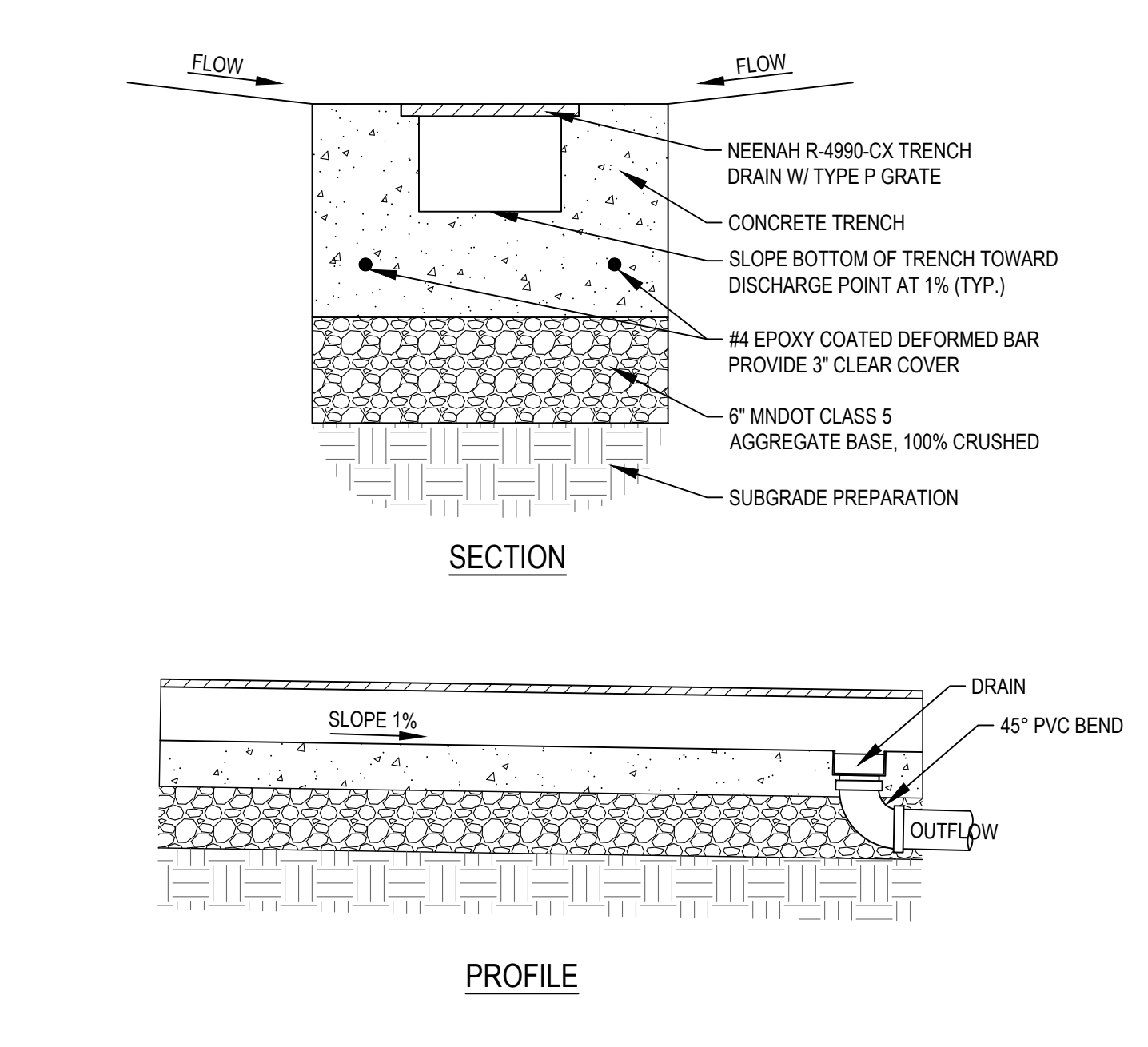
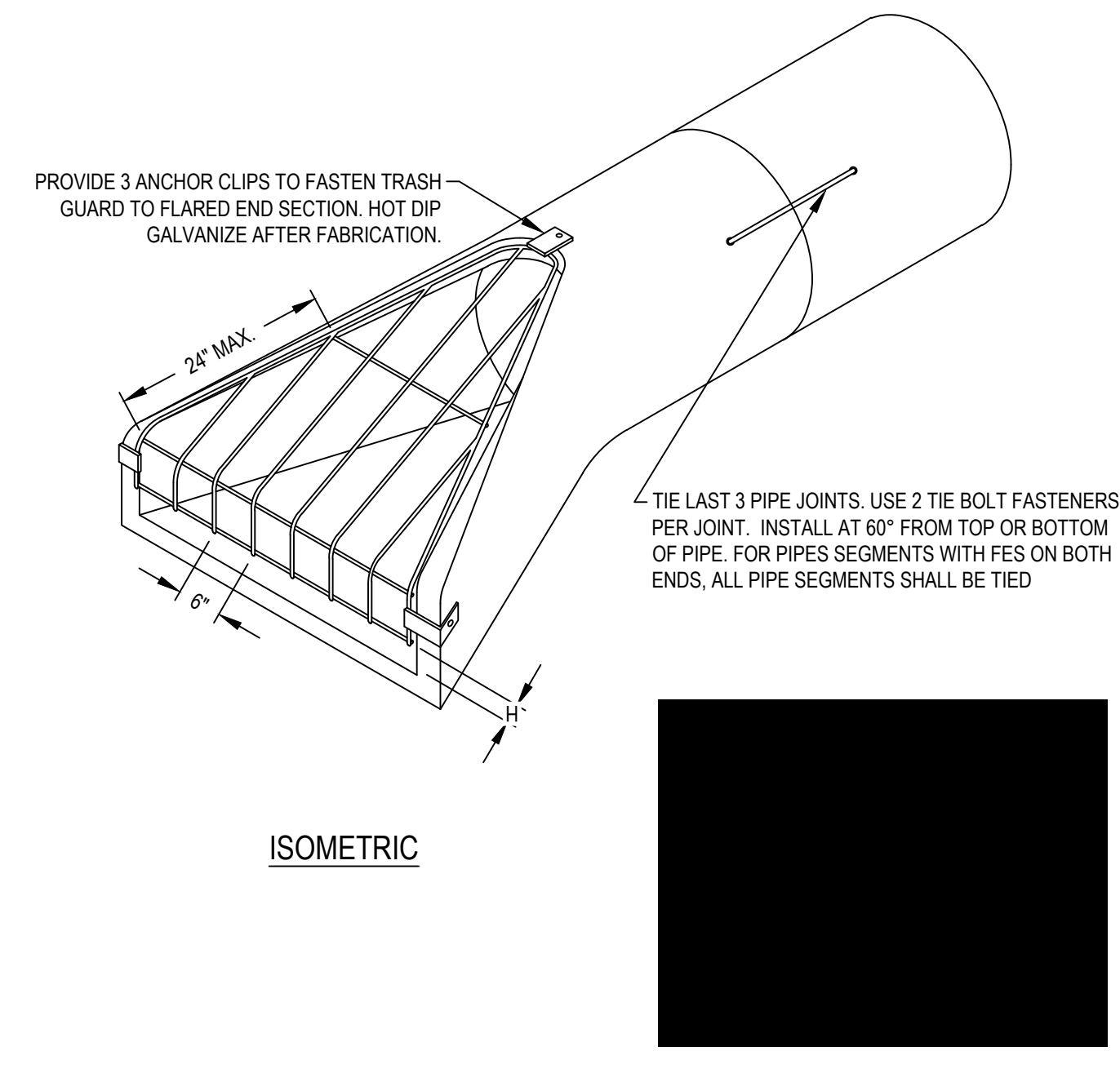
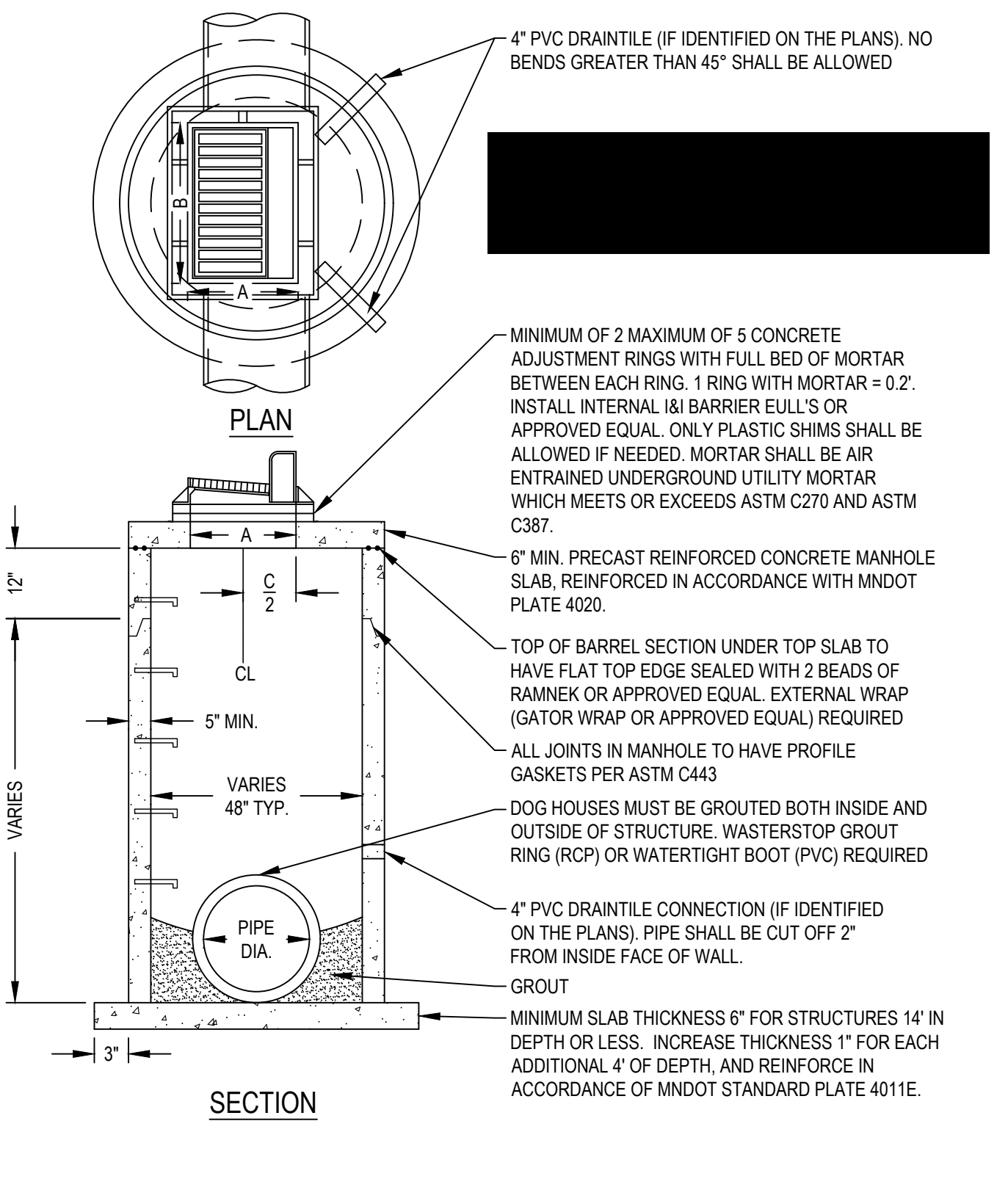
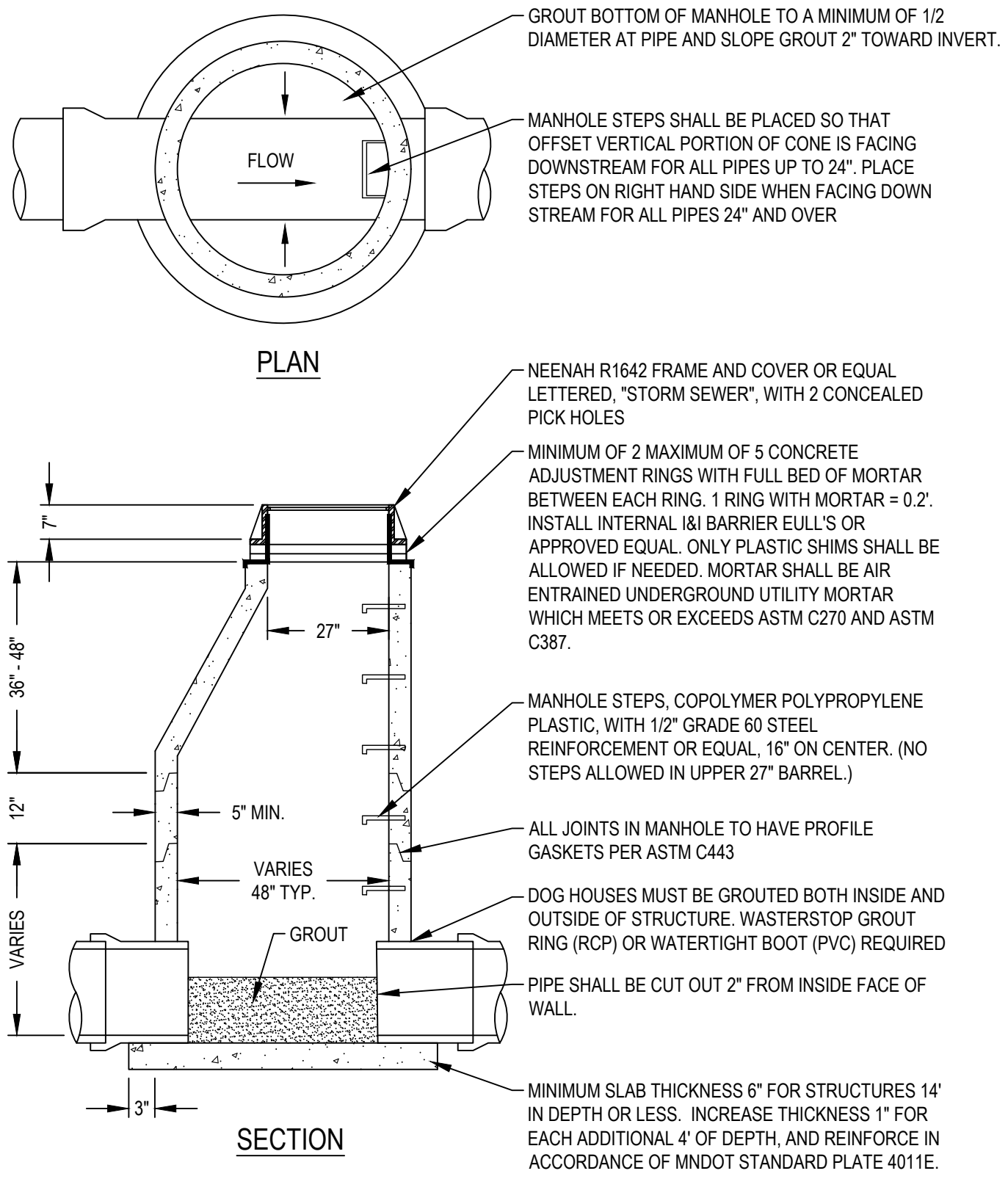
DWN BY: HKK  
CHKD BY: JRA  
APPD BY: JRA

ISSUE DATE: 03/17/2023  
ISSUE NO.: 5

SHEET TITLE:  
DETAILS

SHEET NO.:  
C-803

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**PERPENDICULAR**  
**TIERED PERPENDICULAR**  
**PARALLEL**  
**DEPRESSED CORNER**

**SECTION A-A**  
**SECTION B-B**  
**SECTION C-C**

**LEGEND**

**NOTES:**  
LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION AT THE TOP OF RAMP OR AT THE BEGINNING SLOPE GREATER THAN 5.0%.  
IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2.0%, CONTIGUOUS WALKS SHALL BE CONSTRUCTED WITHIN 5' FROM THE BACK OF CURB WITH 8" FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE. ONLY APPLICABLE WHEN THE INITIAL RAMP SLOPE IS GREATER THAN 5.0%.  
SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30' OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.  
CONSTRUCTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP V JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.  
ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THIS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH EXCEPT AS STATED IN (3) BELOW.  
TO ENSURE RAMP AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF CURB SHALL BE CONSTRUCTED WITHIN 5' FROM THE BACK OF CURB. INITIAL LANDINGS SHALL BE CONSTRUCTED WITHIN 5' FROM THE BACK OF CURB. INITIAL LANDINGS SHALL BE CONSTRUCTED WITHIN 5' FROM THE BACK OF CURB.  
WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR ARC LENGTH OF THE RADIAL DETECTABLE WARNING SHOULD NOT BE GREATER THAN 20 FEET.  
RECTANGULAR DETECTABLE WARNING SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. DETECTABLE WARNING SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.  
(1) MATCH FULL HEIGHT CURB.  
(2) 3" HIGH CURB WHEN USING A 2" LONG RAMP. 4" HIGH CURB WHEN USING A 4" LONG RAMP.  
(3) 3" MINIMUM CURB HEIGHT (4.5" MIN. DISTANCE REQUIRED BETWEEN DOMES)  
(4) THE "BUMP" IN BETWEEN THE RAMP SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMP. IF THIS OCCURS MODIFY THE LOCATION ON SWITCH RAMP TO A PAR/DEPRESSED CORNER.  
(5) WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMP AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.  
(6) GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. 1" CURBS OR 1/2" CURBS SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO SIDEWALK LIMITS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SHOW & ICE REMOVAL.  
(7) MAX 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.  
(8) 8" TO 10% WALKABLE FLARE.  
(9) PLACE DOME AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.  
(10) FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2" MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE AND 5" MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. IF SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNING.  
(11) WHEN RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.  
(12) RECTANGULAR DETECTABLE WARNING MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNING.  
(13) FOR DIRECTIONAL RAMP WITH DETECTABLE WARNING PLACED AT THE BACK OF CURB, THE DETECTABLE WARNING SHALL COVER THE ENTIRE WIDTH OF THE WALKWAY. THIS ENSURES A DETECTABLE EDGE AND PREVENTS THE CURB FROM TAPERING OFF AND OBSTRUCTING THE PATH OF TRAVEL.  
(14) THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.  
(15) TO BE USED FOR ALL DIRECTIONAL RAMP, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.  
(16) TO BE USED FOR ALL DIRECTIONAL RAMP, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.  
(17) TO BE USED FOR ALL DIRECTIONAL RAMP, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.  
(18) TO BE USED FOR ALL DIRECTIONAL RAMP, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.  
(19) TO BE USED FOR ALL DIRECTIONAL RAMP, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.  
(20) TO BE USED FOR ALL DIRECTIONAL RAMP, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.

**MINNESOTA** STANDARD PLAN 5-297.250 1 OF 6  
DEPARTMENT OF TRANSPORTATION STATE DESIGN ENGINEER  
APPROVED: 11-04-2021  
REVISION: 11-04-2021  
STATE PROJ. NO. ( ) (TH ) SHEET NO. OF SHEETS

**COMBINED DIRECTIONAL**  
**ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB**  
**SEMI-DIRECTIONAL RAMP**

**SECTION D-D**

**LEGEND**

**NOTES:**  
LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION AT THE TOP OF RAMP OR AT THE BEGINNING SLOPE GREATER THAN 5.0%.  
IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2.0%, CONTIGUOUS WALKS SHALL BE CONSTRUCTED WITHIN 5' FROM THE BACK OF CURB WITH 8" FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE. ONLY APPLICABLE WHEN THE INITIAL RAMP SLOPE IS GREATER THAN 5.0%.  
SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30' OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.  
CONSTRUCTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP V JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.  
ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THIS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH EXCEPT AS STATED IN (3) BELOW.  
TO ENSURE RAMP AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF CURB SHALL BE CONSTRUCTED WITHIN 5' FROM THE BACK OF CURB. INITIAL LANDINGS SHALL BE CONSTRUCTED WITHIN 5' FROM THE BACK OF CURB.  
WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR ARC LENGTH OF THE RADIAL DETECTABLE WARNING SHOULD NOT BE GREATER THAN 20 FEET.  
RECTANGULAR DETECTABLE WARNING SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. DETECTABLE WARNING SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.  
(1) MATCH FULL CURB HEIGHT.  
(2) 3" HIGH CURB WHEN USING A 2" LONG RAMP.  
(3) 3" MINIMUM CURB HEIGHT (4.5" MIN. DISTANCE REQUIRED BETWEEN DOMES)  
(4) THE "BUMP" IN BETWEEN THE RAMP SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMP. IF THIS OCCURS MODIFY THE LOCATION ON SWITCH RAMP TO A PAR/DEPRESSED CORNER.  
(5) WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMP AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.  
(6) GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. 1" CURBS OR 1/2" CURBS SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO SIDEWALK LIMITS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SHOW & ICE REMOVAL.  
(7) MAX 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.  
(8) 8" TO 10% WALKABLE FLARE.  
(9) PLACE DOME AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.  
(10) FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2" MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE AND 5" MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. IF SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNING.  
(11) WHEN RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.  
(12) RECTANGULAR DETECTABLE WARNING MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNING.  
(13) FOR DIRECTIONAL RAMP WITH DETECTABLE WARNING PLACED AT THE BACK OF CURB, THE DETECTABLE WARNING SHALL COVER THE ENTIRE WIDTH OF THE WALKWAY. THIS ENSURES A DETECTABLE EDGE AND PREVENTS THE CURB FROM TAPERING OFF AND OBSTRUCTING THE PATH OF TRAVEL.  
(14) THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.  
(15) TO BE USED FOR ALL DIRECTIONAL RAMP, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.  
(16) TO BE USED FOR ALL DIRECTIONAL RAMP, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.  
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**MINNESOTA** STANDARD PLAN 5-297.250 2 OF 6  
DEPARTMENT OF TRANSPORTATION STATE DESIGN ENGINEER  
APPROVED: 11-04-2021  
REVISION: 11-04-2021  
STATE PROJ. NO. ( ) (TH ) SHEET NO. OF SHEETS

**ADA CURB EXTENSION WITH COMPOUND RADIUS (BUMP OUT)**  
**PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER**  
**COMBINED DIRECTIONAL (COMPOUND RADIUS)**

**NOTES:**  
POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM.  
NO FLOWING SHALL BE PRESENT IN THE PAR.  
ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4" INCH.  
(1) FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMP.  
(2) FOR USE AT CURB RAMP TYPES WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE FANS & DEPRESSED CORNERS.  
(3) DECON GUTTER SLOPE TRANSITION OUTSIDE OF ALL CURB RAMP TYPES.  
(4) THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".  
(5) ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY SURFACE.  
(6) VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.  
(7) TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION.  
(8) TOP 1/2" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAP.  
(9) SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A GRADE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.  
(10) DRILL AND GROUT NO. 4 EPOXY-COATED 1/2" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1" MINIMUM FROM ALL JOINTS.  
(11) HELPS PROVIDE TWO SEPARATE RAMP, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIOS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.  
(12) CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED.  
(13) PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

**MINNESOTA** STANDARD PLAN 5-297.250 3 OF 6  
DEPARTMENT OF TRANSPORTATION STATE DESIGN ENGINEER  
APPROVED: 11-04-2021  
REVISION: 11-04-2021  
STATE PROJ. NO. ( ) (TH ) SHEET NO. OF SHEETS

**ADJACENT PAVED FLARES**  
**DETECTABLE EDGE WITH CURB AND GUTTER**  
**DETECTABLE EDGE WITHOUT CURB AND GUTTER**  
**TYPICAL SIDE TREATMENT OPTIONS**

**NOTES:**  
INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8:10X TO A MINIMUM 3" CURB HEIGHT. INCREASE CURB TAPER LENGTH AT LESS THAN 8:1 OR REDUCE INTERMEDIATE CURB HEIGHT TO 2" INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.  
SEE STANDARD PLAN 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.  
A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.  
CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMP FROM THE BACK OF CURB.  
(1) 0" CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.  
(2) FULL CURB HEIGHT.  
(3) SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.  
(4) TYPICALLY USED FOR MEDIANS AND ISLANDS.  
(5) WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.  
(6) IF NO CURB AND/OR INTERMEDIATE CURB HEIGHT IS PROVIDED BETWEEN THE CURB AND GUTTER.  
(7) ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNING WHERE THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNING, AND UNFORMALLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.  
(8) DRILL AND GROUT 1" - NO. 4 1/2" LONG REINFORCEMENT BAR EPOXY COATED WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.  
(9) DRILL AND GROUT 2" - NO. 4 1/2" LONG REINFORCEMENT BARS EPOXY COATED WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF PROVIDED INTEGRAL WITH THE CURB AND GUTTER.  
(10) SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB. IF 3" FOR MEDIANS AND SPLITTER ISLANDS, NOSE CAN BE REDUCED TO 2" ON FREE RIGHT ISLANDS.  
(11) SIDEWALK TO BE PLACED 8.75" MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.  
(12) CONSTRUCT WITH EXPANSION MATERIAL PER MOST SPECIFICATION 3102 TYPES A-E.  
(13) EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.

**MINNESOTA** STANDARD PLAN 5-297.250 4 OF 6  
DEPARTMENT OF TRANSPORTATION STATE DESIGN ENGINEER  
APPROVED: 11-04-2021  
REVISION: 11-04-2021  
STATE PROJ. NO. ( ) (TH ) SHEET NO. OF SHEETS

PROJECT TITLE: **TESSMAN RIDGE APARTMENTS**

ISSUE NO.	DATE	DESCRIPTION
1	08/29/2022	CITY SUBMITTAL
2	10/12/2022	CITY SUBMITTAL
3	02/02/2023	PRICING SET
4	02/28/2023	VALUES SUBMITTAL
5	03/17/2023	95% CONSTRUCTION DOCUMENTS

CERTIFICATION: I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 03/17/2023

PROJECT NO.: 227705017

DWN BY: HKK CHKD BY: JRA APPD BY: JRA

ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE: DETAILS

SHEET NO.: C-804

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733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

PROJECT TITLE

ISSUE NO.

1

2

3

4

5

DATE

DESCRIPTION

CITY SUBMITTAL

CITY RESUBMITTAL

PRICING SET

02/28/2023

02/28/2023

03/17/2023

95% CONSTRUCTION DOCUMENTS

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.

DATE

PROJECT NO.

227705017

DWN BY:

CHKD BY:

APPD BY:

HKK

JRA

JRA

ISSUE DATE:

03/17/2023

ISSUE NO.:

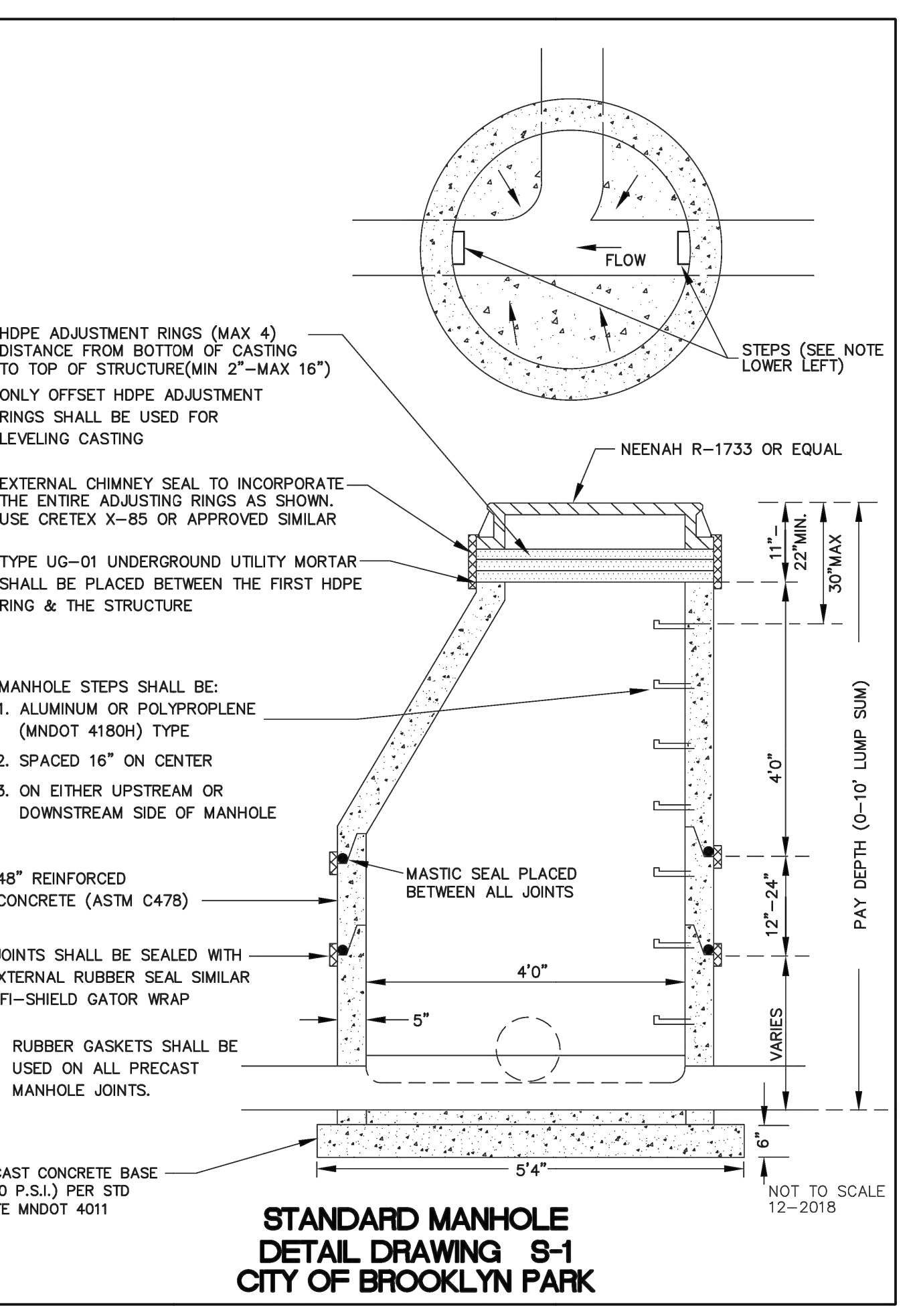
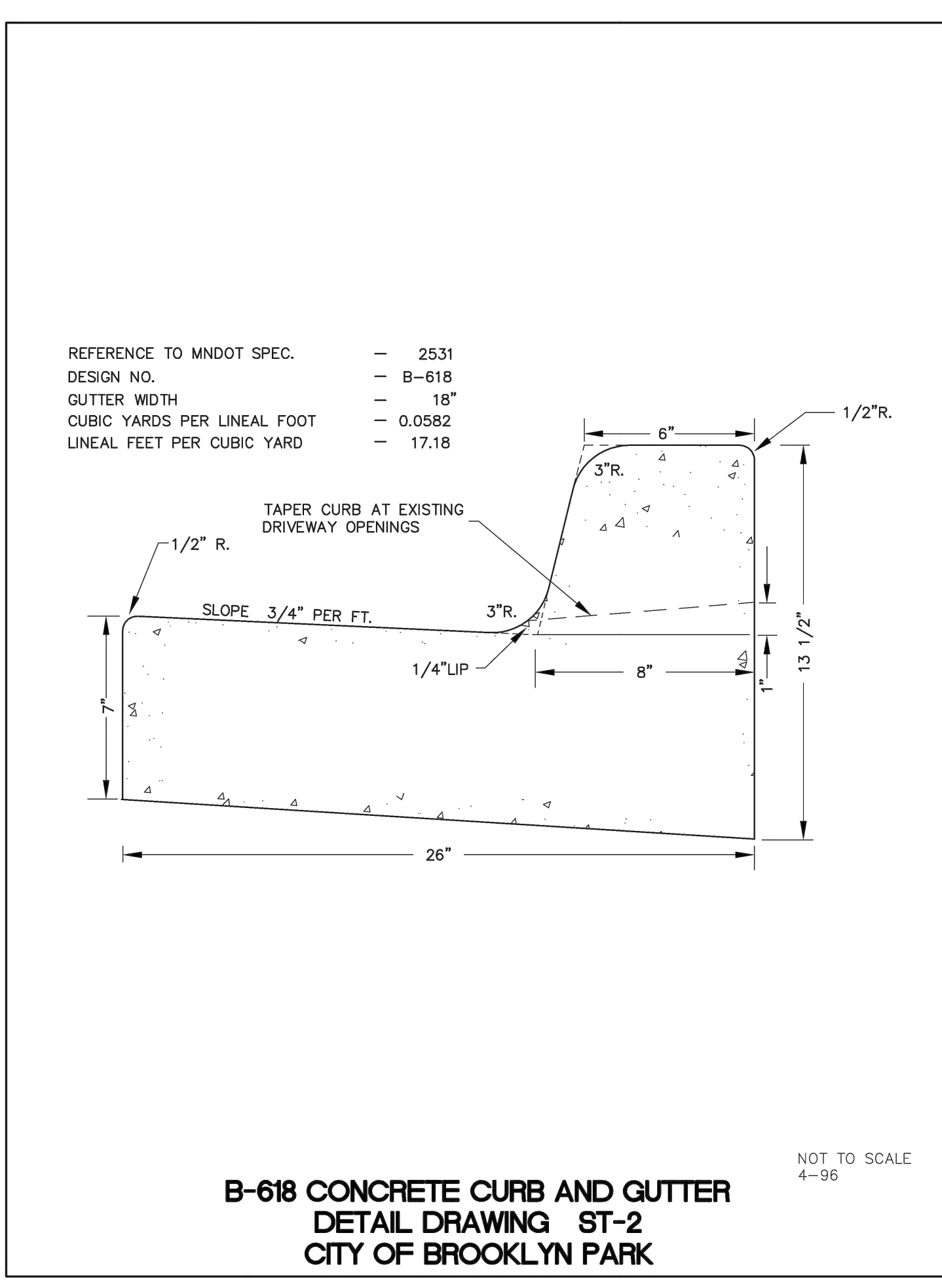
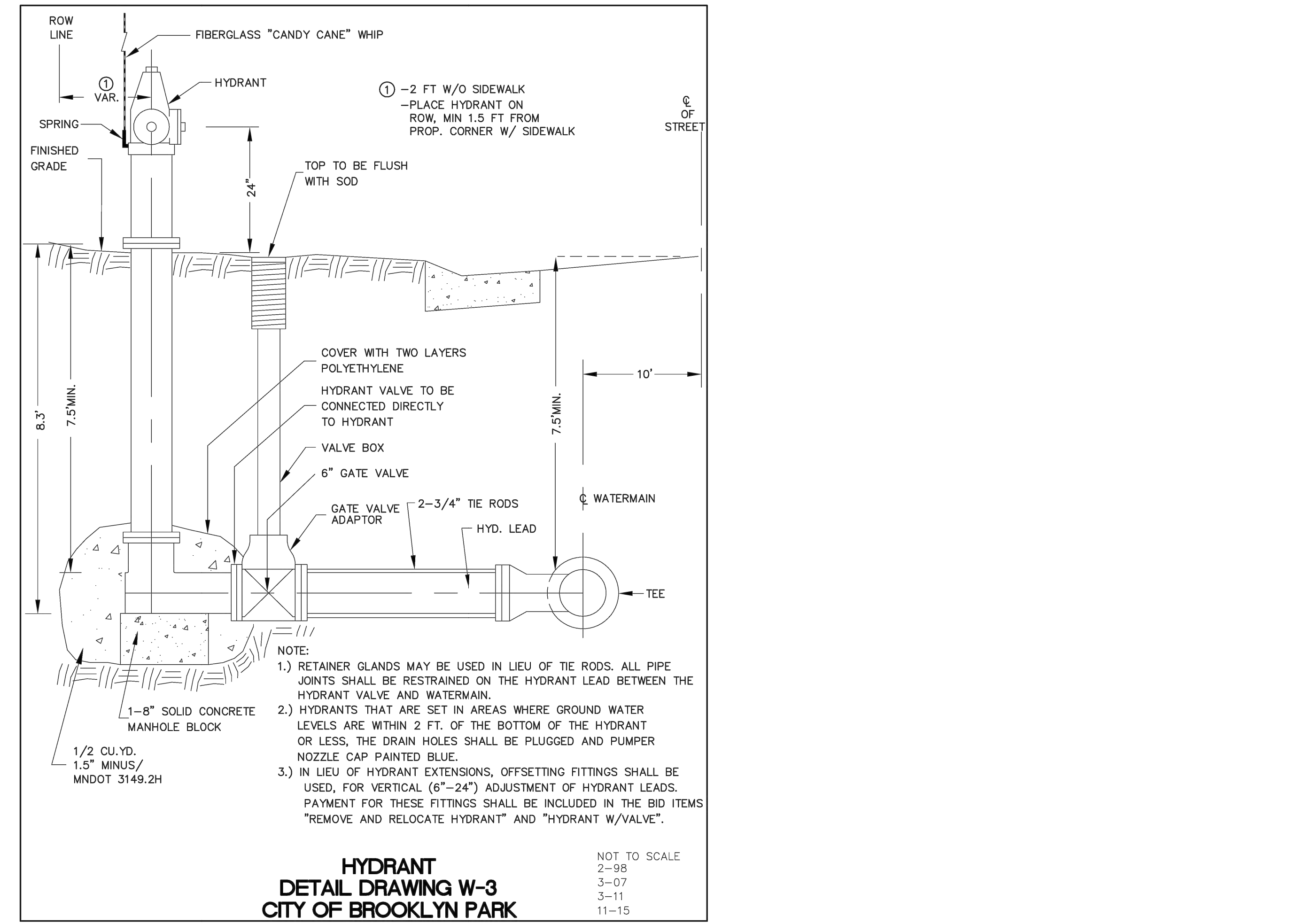
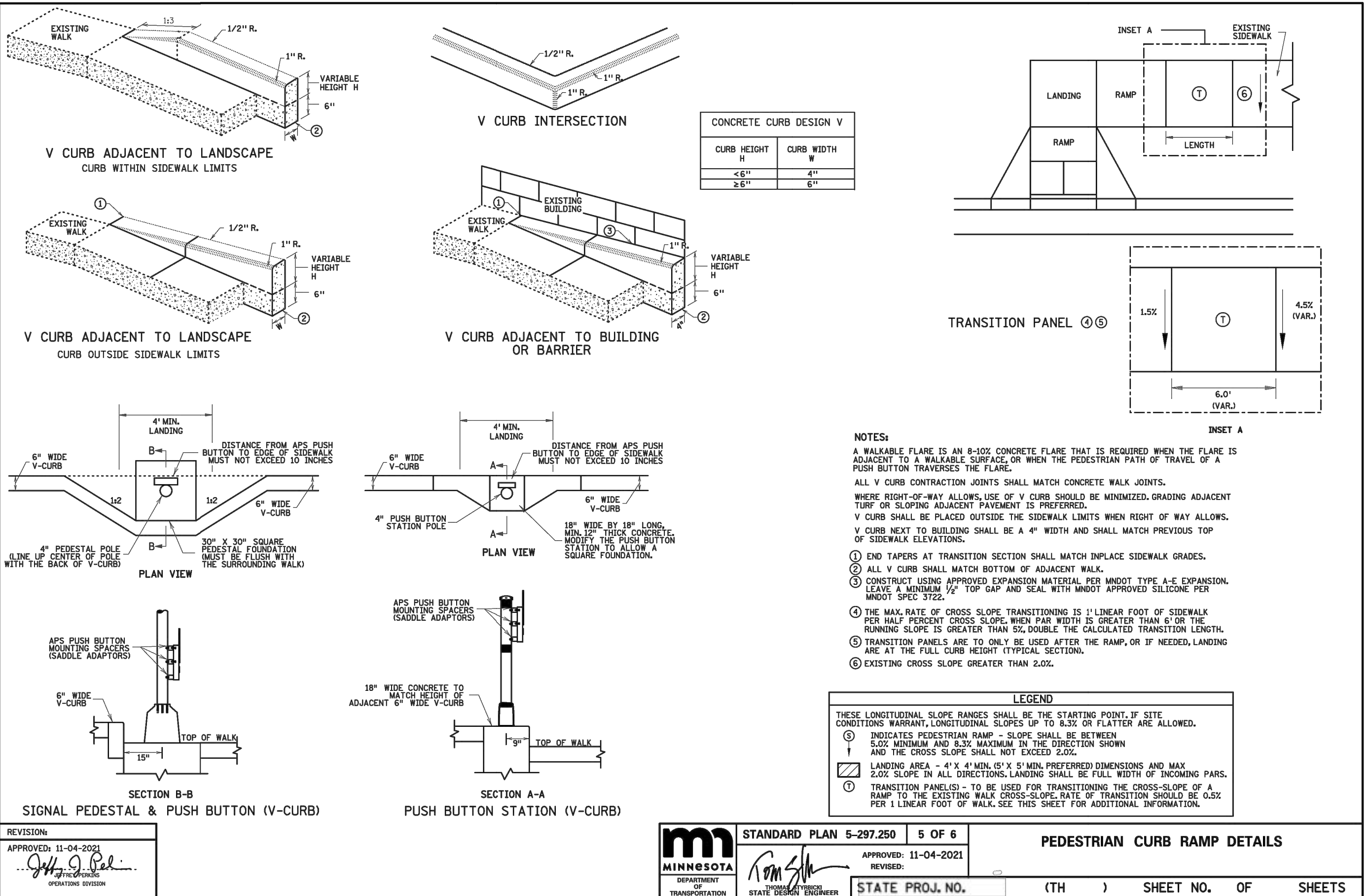
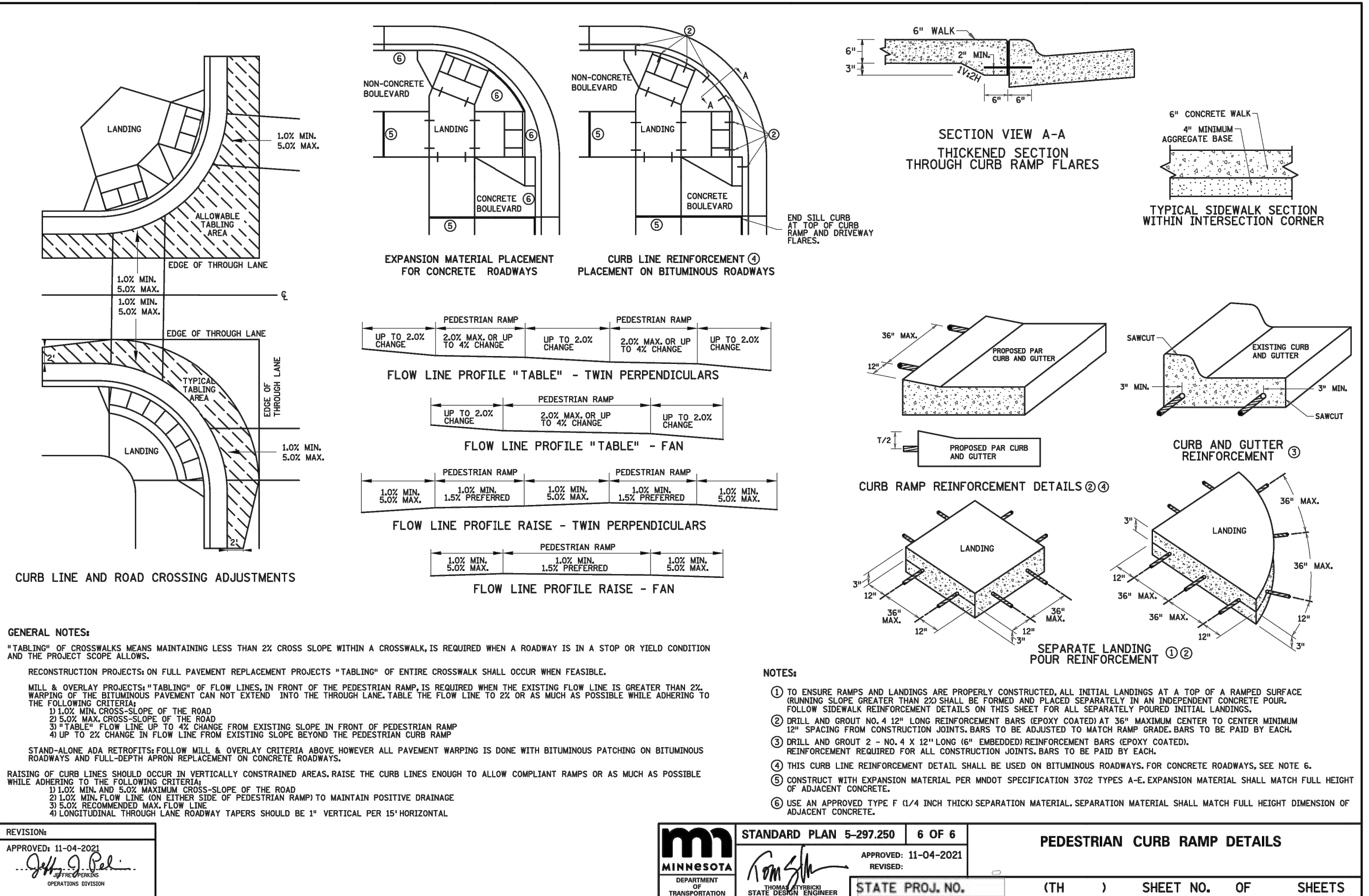
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SHEET TITLE:

DETAILS

SHEET NO.:

C-805



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CLIENT:



TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

PROJECT TITLE

ISSUE NO.:

1	2	3	4	5
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DATE:

08/29/2022	01/12/2022	02/09/2023	02/22/2023	03/17/2023
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DESCRIPTION:

CITY SUBMITTAL	CITY RESUBMITTAL	PRICING SET	INTERFERED SUBMITTAL	95% CONSTRUCTION DOCUMENTS
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I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE:

PROJECT NO.:

DWN BY:

CHKD BY:

APPD BY:

ISSUE DATE:

ISSUE NO.:

SHEET TITLE:

DETAILS

SHEET NO.:

C-806

3/17/2023 12:25:36 PM

**SECTION A-A**  
SCALE 1:50

**SECTION B-B**  
SCALE 1:50

**NOTES:**

- STRUCTURE WALL AND SLAB THICKNESSES ARE NOT TO SCALE.
- CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING THE STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR MATERIALS AND LABOR TO BRING CASTINGS TO FINISHED GRADE.

**REVISION HISTORY**

REV	BY	DESCRIPTION	DATE
B	KSM	MODULE COUNT	3/13/2022
C	KSM	MODULE COUNT / VALVE SIZE	3/15/2023
A	KSM	FIRST RELEASE	6/1/2022

**PROJECTION**

**IF IN DOUBT ASK**

DATE: 8/1/2022 SCALE: 1:50  
DRAWN BY: KSM CHECKED BY: APPROVED BY:

**PARTS LIST**

ITEM	QTY	DESCRIPTION	TYPE	SIZE (in)
1	1	PRECAST VAULT		8 ft x 14 ft
2	1	UFF INLET PIPE (BY OTHERS)	HDPE	8
3	1	UFF OUTLET PIPE (BY OTHERS)	PVC	15
4	35	MODULE LID		
5	7	SUPPORT FRAME		
6	2	COVER 30 IN		30
7	5	WEDGE WALL MOUNT		
8	2	COVER 24 IN		24
9	35	MODULE BODY		
10	4	SUPPORT FRAME LH		
11	2	BYPASS HOOD-S		
12	2	OUTLET MODULE		
13	11	SUPPORT FRAME RH		
14	1	MCMaster-CARR 4880K173		
15	1	MCMaster-CARR 48925K27		
16	1	FERNCO 1056-1515 & 15.2-10.6 EB		
17	4	FOOT WALL MOUNTING BRACKET		

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STOCK NUMBER:  
DRAWING NO.: 22\_12\_2703-UFF-1  
SHEET SIZE: SHEET: 1 OF 2 Rev: A

**MOUNTING BRACKET LAYOUT**

**PRECAST DETAIL**

**SECTION C-C**  
SCALE 1:60

**SECTION D-D**  
SCALE 1:60

**NOTES:**

- STRUCTURE WALL AND SLAB THICKNESSES ARE NOT TO SCALE.
- CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING THE STRUCTURE.

**REVISION HISTORY**

REV	BY	DESCRIPTION	DATE
B	KSM	MODULE COUNT	3/13/2022
C	KSM	MODULE COUNT / VALVE SIZE	3/15/2023
A	KSM	FIRST RELEASE	6/1/2022

**PROJECTION**

**IF IN DOUBT ASK**

DATE: 8/1/2022 SCALE: 1:60  
DRAWN BY: KSM CHECKED BY: APPROVED BY:

**PARTS LIST**

ITEM	QTY	DESCRIPTION	TYPE	SIZE (in)
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17	4	FOOT WALL MOUNTING BRACKET		

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STOCK NUMBER:  
DRAWING NO.: 22\_12\_2703-UFF-1  
SHEET SIZE: SHEET: 2 OF 2 Rev: A

**PLAN VIEW**

FOR NEW MANHOLE CONSTRUCTION, CONTRACTOR TO MINIMIZE PIPE PROTRUSION (L)

REFER TO MANHOLE SIZING CHART TO ENSURE PROJECT SPECIFIC DESIGN FEASIBILITY

**CROSS SECTION AA**

**NOTES:**

- THE PRESERVER™ ENERGY DISSIPATOR WAS DESIGNED AND TESTED TO FUNCTION WITH OR WITHOUT A SKIMMER. DISSIPATORS & SKIMMERS CAN BE UTILIZED IN TANDEM OR INDEPENDENTLY.
- MINIMIZE ELEVATION DIFFERENCE BETWEEN INLET AND OUTLET INVERTS FOR THE PRESERVER™ TO FUNCTION AS DESIGNED.
- STOCK SKIMMERS HAVE A MINIMUM FREEBOARD DEPTH OF 1/2 D<sub>o</sub>. FOR GREATER FREEBOARD DEPTHS, DESIGNERS CAN UPSIZE THE SKIMMER, OR USE A CUSTOMIZED SKIMMER. FOR CUSTOM DESIGNS, AND/OR PROJECT SPECIFIC DETAILS, CONTACT MOMENTUM.

**RECOMMENDED TO PROVIDE ADEQUATE SPACING BETWEEN COMPONENTS FOR ACCESS & MAINTENANCE. REFER TO MANHOLE SIZING CHARTS FOR MORE DETAILED STRUCTURE SIZING OR CONTACT MOMENTUM FOR PROJECT SPECIFIC DETAILS. PRESERVER™ COMPONENTS ACCOMMODATE PIPE SIZES UP TO 48" DIAMETER.**

STRUCTURE DIAMETER	MAXIMUM PIPE DIAMETER*		
	DISSIPATOR ONLY	SKIMMER ONLY	DISSIPATOR & SKIMMER
48"	27"	24"	15"
60"	36"	30"	24"
72"	48"	42"	30"
84"	48"	48"	36"
96"			48"

PART NUMBER**	PIPE DIAMETER	ALLOWABLE PEAK FLOW
D15 / S15	0"-15"	20 CFS
D21 / S21	16"-21"	35 CFS
D27 / S27	22"-27"	60 CFS
D36 / S36	28"-36"	100 CFS
D48 / S48	37"-48"	175 CFS

\*\* D = DISSIPATOR, PLACED AT INLET(S)  
\* S = SKIMMER, PLACED AT OUTLET

**SECTION**

**PLAN VIEW**

**NOTES:**

- NEENAH R1642 FRAME AND COVER OR EQUAL LETTERED, "STORM SEWER", WITH 2 CONCEALED PICK HOLES
- MINIMUM OF 2 MAXIMUM OF 5 CONCRETE ADJUSTMENT RINGS WITH FULL BED OF MORTAR BETWEEN EACH RING. 1 RING WITH MORTAR = 0.2". INSTALL INTERNAL I&I BARRIER EULL'S OR APPROVED EQUAL. ONLY PLASTIC SHIMS SHALL BE ALLOWED IF NEEDED. MORTAR SHALL BE AIR ENTRAINED UNDERGROUND UTILITY MORTAR WHICH MEETS OR EXCEEDS ASTM C270 AND ASTM C387.
- MANHOLE STEPS, COPOLYMER POLYPROPYLENE PLASTIC, WITH 1/2" GRADE 60 STEEL REINFORCEMENT OR EQUAL, 16" ON CENTER. (NO STEPS ALLOWED IN UPPER 27" BARREL.)
- ALL JOINTS IN MANHOLE TO HAVE PROFILE GASKETS PER ASTM C443
- PIPE SHALL BE CUT OUT 2" FROM INSIDE FACE OF WALL.
- MINIMUM SLAB THICKNESS 6" FOR STRUCTURES 14" IN DEPTH OR LESS. INCREASE THICKNESS 1" FOR EACH ADDITIONAL 4" OF DEPTH, AND REINFORCE IN ACCORDANCE OF MNDOT STANDARD PLATE 4011E.

**PROPOSED ELEVATION = 866.96'**  
SEE SHEET C-501

Not to Scale

**THE PRESERVER™**  
STANDARD INSTALL DETAIL

**MOMENTUM ENVIRONMENTAL**  
877-773-0073 • www.MomentumEnv.com

**USA**

CONCEPTUAL PLAN DISCLAIMER: THIS GENERIC DETAIL DOES NOT ENCOMPASS THE SIZING, FIT, AND APPLICATION OF THE PRESERVER FOR THIS SPECIFIC PROJECT. IT IS THE ULTIMATE RESPONSIBILITY OF THE DESIGN ENGINEER TO ASSURE THAT THE STORMSEWER SYSTEM DESIGN IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. MOMENTUM ENVIRONMENTAL, LLC DOES NOT APPROVE PLANS, SIZING, OR SYSTEM DESIGNS. THE DESIGN ENGINEER IS RESPONSIBLE FOR ALL DESIGN DECISIONS.

1 STORM SEWER MANHOLE WITH WEIR (STMH 107)  
C-806 NOT TO SCALE

U:\227703\TBR\BROOKLYN PARK APARTMENTS\DESIGN\1\_CADD\3\_PLANSHEET\SC-801\_DETAILS\06017.dwg



733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
BROOKLYN PARK, MN 55445



TESSMAN RIDGE APARTMENTS  
BROOKLYN PARK, MN  
48" STORMWATER PIPE SYSTEM

PRINSCO STORM WATER RETENTION/DETENTION SYSTEM SPECIFICATIONS

**SCOPE**  
THIS SPECIFICATION DESCRIBES PRINSCO PIPE SYSTEMS FOR USE IN NON-PRESSURE, GRAVITY-FLOW RETENTION/DETENTION SYSTEMS.

**PIPE**  
PRINSCO RETENTION/DETENTION SYSTEMS MAY BE CONSTRUCTED OUT OF THE VARIOUS PRODUCTS LISTED BELOW:

- GOLD-FLO WT PIPE - MEETS OR EXCEEDS THE REQUIREMENTS OF AASHTO M294 AND ASTM F2306.
- ECO-FLO 100 WT PIPE - MEETS OR EXCEEDS THE REQUIREMENTS OF AASHTO M294 AND ASTM F2306 WITH THE EXCEPTION THAT THE MATERIAL FORMULATION SHALL CONTAIN A MINIMUM OF 40% RECYCLED POLYETHYLENE.

BOTH PRODUCT LINES HAVE A SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATIONS. BOTH PRODUCTS CAN BE ORDERED PERFORATED OR NON-PERFORATED.

**JOINTS**  
WT JOINTS SHALL MEET THE REQUIREMENTS OF ASTM D2512, WITH A BELL AND SPIGOT JOINT. JOINTS WILL UTILIZE AN ELASTOMERIC GASKET MEETING THE REQUIREMENTS OF ASTM F477.

**FITTINGS**  
FITTINGS WILL MEET THE REQUIREMENTS OF AASHTO M294 AND ASTM F2306. CUSTOM FITTINGS ARE ALSO AVAILABLE.

**INSTALLATION**  
RETENTION/DETENTION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF ASTM D2512 AND PRINSCO INSTALLATION GUIDELINES.

**NOTES:**

- SYSTEM INSTALLATION SHOULD BE STARTED AT THE OUTFALL.
- FOLLOW ASTM D2512 INSTALLATION GUIDELINES WITH CLASS I MATERIAL FOR RETENTION SYSTEMS AND CLASS I OR II MATERIAL FOR DETENTION SYSTEMS.
- MINIMUM COVER TO BASE OF FLEXIBLE PAVEMENT OR TOP OF RIGID PAVEMENT FOR H-25 LOADS SHALL BE 12" FOR 36" DIAMETER PIPE OR SMALLER, 15" FOR 42" DIAMETER PIPE AND 18" FOR 48" - 60" DIAMETER PIPE.
- ENGINEER/CONTRACTOR SHALL VERIFY SYSTEM LAYOUT INCLUDING ALL ELEVATIONS, BURIAL DEPTHS, DIMENSIONS, INLET/OUTLET STUB LOCATIONS AND RISER LOCATIONS.
- IT IS THE ENGINEER/CONTRACTOR'S RESPONSIBILITY TO VERIFY THE APPLICATION SUITABILITY. PRINSCO SHALL NOT BE HELD LIABLE FOR IMPROPER INSTALLATION/APPLICATION OF THE SYSTEM.
- ALL PIPE AND FITTING DIMENSIONS ARE FOR REFERENCE ONLY AND ACTUAL DIMENSIONS MAY VARY SLIGHTLY.

**PROJECT INFORMATION:**

- PROJECT NUMBER: 23-030
- PRINSCO SALES CONTACT: John Santjer: 320-905-7505 & Matt Baragary: 320-212-5837
- ENGINEER:
- CONTRACTOR:
- DISTRIBUTOR:

THE UNDERSIGNED HEREBY APPROVES THE ATTACHED (5) PAGES

CUSTOMER \_\_\_\_\_ DATE \_\_\_\_\_

PART	DESCRIPTION	QTY.	PART	DESCRIPTION	QTY.
A1	48" GOLD-FLO 90° ELBOW (SP4890)	1	A2	48" GOLD-FLO TEE w/ 90° STUB	1
A3	48" GOLD-FLO TEE (SP7488)	35	A4	48" 34" GOLD-FLO ECCENTRIC REDUCER (SP4834)	1
A5	48" 13" GOLD-FLO WT w/ BELL & SP RISER	1	A6	48" 20" GOLD-FLO WT STICK w/ SPIGOT REMOVED	14
A7	48" 14" GOLD-FLO w/ WELDED END PLATE	1	A8	48" 20" GOLD-FLO WT STICK (48W20SP)	64
A9	48" 14" GOLD-FLO WT w/ SPIGOT	1	A10	48" 14" GOLD-FLO WT w/ SPIGOT	2
A11	48" 14" GOLD-FLO w/ BELL & WELDED END PLATE	1	A12	48" 14" GOLD-FLO WT w/ BELL	1
A13	48" 13" GOLD-FLO WT w/ SPIGOT	12	A14	48" 20" GOLD-FLO WT STICK w/ BELL REMOVED	2
A15	48" GOLD-FLO COUPLER (SP7584)	64			

**OVERLAY**

NOMINAL I.D.	APPROX O.D.	MIN. DISTANCE TO SIDE WALL "X"	*SPACING "M"	MIN. COVER "Y"
12" [300mm]	14.5" [368mm]	8" [200mm]	9" [229mm]	12" [300mm]
15" [375mm]	17.7" [450mm]	8" [200mm]	11" [279mm]	12" [300mm]
18" [450mm]	21.5" [546mm]	9" [225mm]	14" [356mm]	12" [300mm]
24" [600mm]	28.2" [716mm]	10" [250mm]	19" [483mm]	12" [300mm]
30" [750mm]	34.7" [881mm]	10" [250mm]	20" [508mm]	12" [300mm]
36" [900mm]	40.8" [1031mm]	10" [250mm]	21" [533mm]	12" [300mm]
42" [1050mm]	47.5" [1207mm]	10" [250mm]	23" [584mm]	15" [375mm]
48" [1200mm]	54.1" [1374mm]	10" [250mm]	23" [584mm]	18" [450mm]
60" [1500mm]	66.8" [1697mm]	10" [250mm]	27" [686mm]	18" [450mm]

NOMINAL I.D.	PIPE O.D. "X"
12" [300mm]	14.6" [371mm]
15" [375mm]	17.8" [452mm]
18" [450mm]	21.5" [538mm]
24" [600mm]	28.2" [716mm]

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PROJECT TITLE: TESSMAN RIDGE APARTMENTS

DATE	DESCRIPTION	ISSUE NO.
08/29/2022	CITY SUBMITTAL	1
10/12/2022	CITY RESUBMITTAL	2
02/09/2023	PRICING SET	3
02/29/2023	WATERSEAL SUBMITTAL	4
03/17/2023	95% CONSTRUCTION DOCUMENTS	5

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.

DATE: \_\_\_\_\_

PROJECT NO.: 227705017

DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA

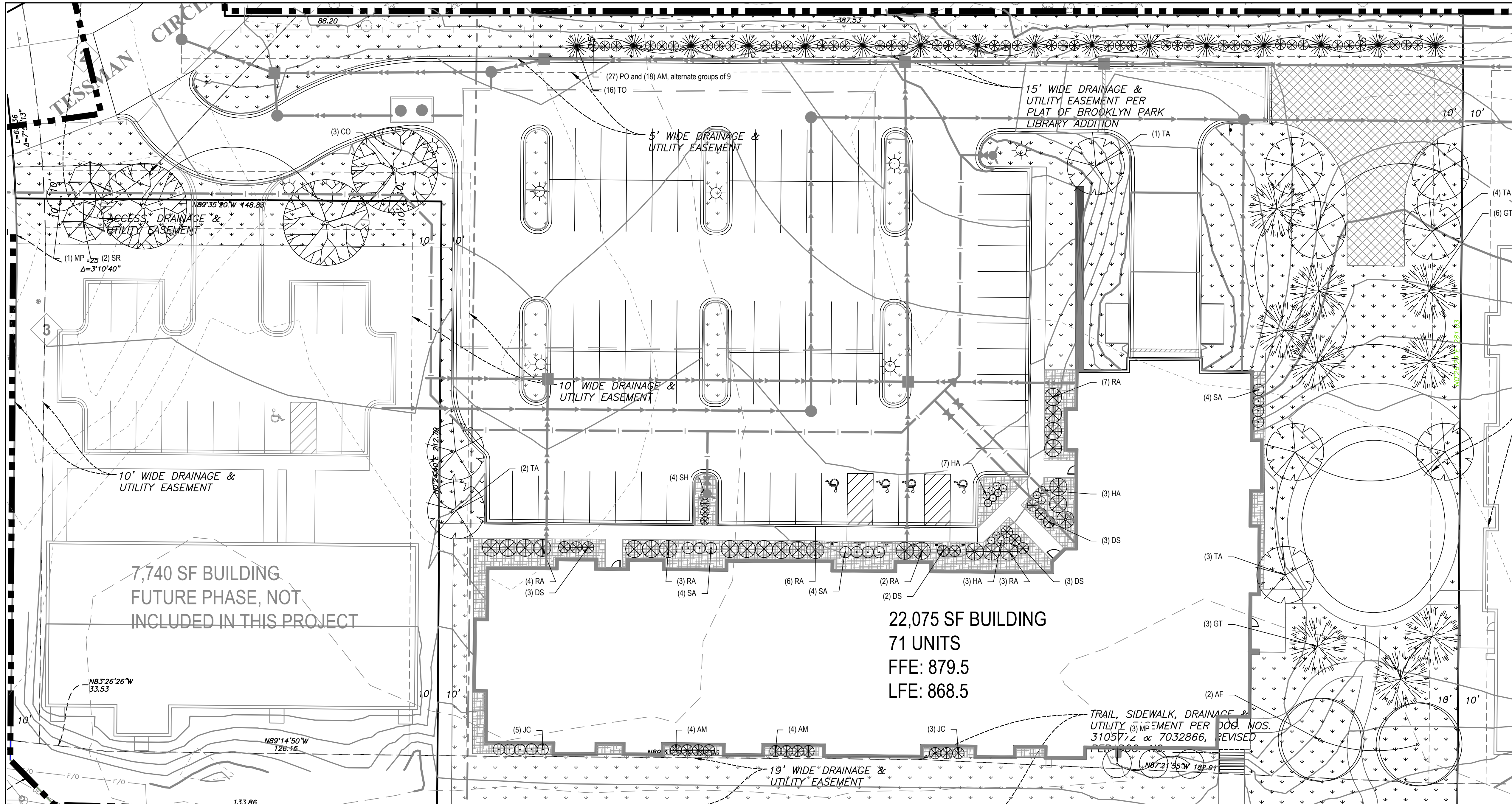
ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE: DETAILS

SHEET NO.: C-807

3/17/2023 12:25:30 PM

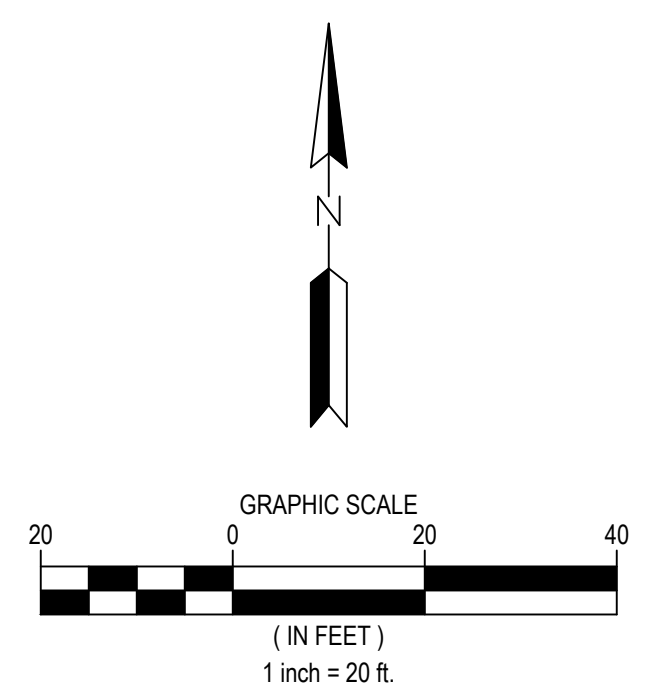


**LEGEND**

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- DECIDUOUS TREE
- ORNAMENTAL TREE
- CONIFEROUS TREE
- SHRUB/PERENNIAL PLANT
- HARDWOOD MULCH
- SOD - IRRIGATED
- MNDOT SEED MIX 25-131 LOW MAINTENANCE TURF

**NOTES**

- SEE SHEET L-801 FOR LANDSCAPE NOTES AND DETAILS.
- ALL SODDED AND LANDSCAPED AREAS TO BE IRRIGATED.



**Stantec**  
733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:  
**Duffy Development Company, Inc.**

**TESSMAN RIDGE APARTMENTS**  
6900 85TH AVE N  
BROOKLYN PARK, MN 55445

DATE	DESCRIPTION	ISSUE NO.
08/29/2022	CITY SUBMITTAL	1
10/12/2022	CITY RESUBMITTAL	2
02/09/2023	PRICING SET	3
02/28/2023	WATERSEED SUBMITTAL	4
03/17/2023	95% CONSTRUCTION DOCUMENTS	5

CERTIFICATION:  
**NOT FOR CONSTRUCTION**

PROJECT NO.: 227705017  
DWN BY: RJB    CHKD BY: SEH    APPD BY: SEH  
ISSUE DATE: 03/17/2023  
ISSUE NO.: 5  
SHEET TITLE: LANDSCAPE PLAN  
SHEET NO.: L-101

**22,075 SF BUILDING**  
**71 UNITS**  
**FFE: 879.5**  
**LFE: 868.5**

**WARNING:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

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### LANDSCAPE NOTES

- TREES AND SHRUBS SHALL BE PROVIDED IN THE QUANTITY, SIZE, GENUS, SPECIES, AND VARIETY AS CHOSEN BY THE OWNER/OWNER AS LISTED ON THE LANDSCAPE PLAN L-101.
- TREES AND SHRUBS SHALL BE HEALTHY, VIGOROUS STOCK, GROWN IN RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE AND FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS.
- OWNER RETAINS THE RIGHT TO INSPECT TREES AND SHRUBS FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INSECTS, INJURIES, AND LATENT DEFECTS, AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK.
- NURSERY STOCK SHALL BE DELIVERED DIRECTLY FROM NURSERY. HEEL IN IMMEDIATELY UPON DELIVERY IF NOT TO BE PLANTED WITHIN FOUR HOURS. COVERING WITH MOIST SOIL OR MULCH TO PROTECT FROM DRYING. STORE PLANTS IN SHADE AND PROTECT FROM WEATHER.
- PROTECTION FROM EXTREMES IN EXPOSURE AND ROUGH HANDLING SHALL BE PROVIDED FOR ALL PLANT MATERIALS DURING TRANSPORT AND STORAGE.
- THE CONTRACTOR SHALL NOTIFY THE OWNER 48 HOURS PRIOR TO PLANTING SO THAT A MUTUALLY AGREEABLE TIME MAY BE ARRANGED FOR INSPECTION.
- LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS WITH STAKES CENTERED AT PROPOSED PLANTING LOCATIONS FOR APPROVAL BY OWNER.
- DO NOT START PLANTING WORK UNTIL LAYOUT IS APPROVED BY THE OWNER.

### SEEDING AND SODDING NOTES

- EDGE RESTRAINT BETWEEN PLANTING BEDS AND TURF SHALL BE BLACK COMMERCIAL GRADE LANDSCAPE EDGING BY SURE-LOC OR APPROVED EQUAL, 3/16" x 4" x 16' STEEL EDGING WITH STAKES.
- THE ESTABLISHMENT PERIOD FOR SOD AND SEED SHALL BEGIN IMMEDIATELY AFTER INSTALLATION, WITH THE APPROVAL OF THE OWNER, AND CONTINUE UNTIL THE DATE THAT THE OWNER PERFORMS A FINAL INSPECTION.
- THE ESTABLISHMENT PERIOD FOR SEEDED AND SODDED AREAS IS 1 YEAR.
- SOD SHALL CONFORM TO MNDOT 3878.2 C. SALT TOLERANT SOD. SEED SHALL CONFORM TO MNDOT SEED MIX 25-131 LOW MAINTENANCE TURF.
- FERTILIZER SHALL CONFORM TO MNDOT SPEC. 3881, TYPE 2 PHOSPHOROUS-FREE.
- FERTILIZER SHALL HAVE A FORMULA (N-P-K) AS DETERMINED BY THE RESULTS OF A SOIL TEST. CONTRACTOR TO CONDUCT SOIL TEST AND PROVIDE RESULTS ALONG WITH RECOMMENDED FERTILIZER FORMULA TO OWNER FOR REVIEW AND APPROVAL PRIOR TO APPLICATION.
- TOPSOIL SHALL BE SALVAGED. TOPSOIL SHALL BE SCREENED, PULVERIZED, AND CONTAIN LESS THAN 30% CLAY.
- MINIMUM 3" OF TOPSOIL SHALL BE PLACED IN ALL SODDED AND SEEDED AREAS.
- INSTALLATION OF SOD SHALL OCCUR WITHIN ONE (1) WEEK OF COMPLETING THE GRADING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR WATER DURING THE PLANTING ESTABLISHMENT PERIOD.

### INSPECTION AND ACCEPTANCE

- LANDSCAPE WORK WILL BE INSPECTED FOR ACCEPTANCE IN PARTS AGREEABLE TO THE OWNER. PROVIDED WORK OFFERED FOR INSPECTION IS COMPLETE, INCLUDING MAINTENANCE, FOR THE PORTION IN QUESTION.
- AT THE CONCLUSION OF THE ESTABLISHMENT PERIOD, WHICH WILL BE ONE YEAR FOLLOWING INITIAL INSTALLATION A FINAL INSPECTION OF PLANTING WILL BE MADE TO DETERMINE THE CONDITIONS OF AREAS SPECIFIED FOR LANDSCAPING.
- WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.

### PLANTING NOTES

- UPON APPROVAL OF STAKING LOCATIONS CONTRACTOR SHALL EXCAVATE PLANTING HOLES CENTERED AT STAKED LOCATIONS.
- DIG HOLES AS DETAILED AND TO A DIAMETER A MINIMUM OF TWO TIMES THE DIAMETER OF THE ROOT BALL OR CONTAINER.
- REMOVE STICKS, RUBBISH, FOREIGN MATERIALS AND UNDESIRABLE PLANTS AND THEIR ROOTS. REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSIONS.
- SET BALLED AND BURLAPPED (B&B) STOCK ON LAYER OF COMPACTED PLANTING SOIL MIXTURE, PLUMB AND IN CENTER OF PIT OR TRENCH WITH TOP OF ALL AT SAME ELEVATION AS ADJACENT FINISHED LANDSCAPE GRADES.
- ROOT FLARE OF THE TREE MUST BE ABOVE FINISHED GRADE.
- CUT ALL CORDS AND TWIN AND REMOVE WIRE BASKET AND BURLAP FROM TOP AND SIDES OF BALLS; RETAIN BURLAP ON BOTTOMS.
- WHEN SET, PLACE ADDITIONAL PLANTING SOIL BACKFILL AROUND BASE AND SIDES OF BALL, AND WORK EACH LAYER TO SETTLE BACKFILL AND ELIMINATE VOIDS AND AIR POCKETS.
- WHEN EXCAVATION IS APPROXIMATELY 2/3 FULL, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL.
- REPEAT WATERING UNTIL NO MORE IS ABSORBED. WATER AGAIN AFTER PLACING FINAL LAYER OF BACKFILL.
- FOR CONTAINER GROWN STOCK, SAME AS FOR BALLED AND BURLAPPED STOCK, EXCEPT CUT CONTAINERS ON SIDES INTO QUARTERS WITH SHEAR. REMOVE CONTAINER BEFORE SETTING PLANT SO AS NOT TO DAMAGE ROOT BALLS.
- WATER EACH PLANT WITHIN 2 HOURS OF PLANTING.
- ALL PLANTINGS TO BE MULCHED UNLESS OTHERWISE NOTED ON THE PLAN.
- PLACE 3- TO 4-INCH THICKNESS OF MULCH AROUND TREES AND SHRUBS WITHIN A PERIOD OF 48 HOURS AFTER THE SECOND WATERING.
- DO NOT PLACE MULCH IN DIRECT CONTACT WITH TRUNKS OR STEMS.

### MAINTENANCE NOTES

- WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.
- BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING.
- MAINTAIN TREES AND BUSHES INCLUDING WATERING FOR ONE YEAR AFTER ACCEPTANCE BY OWNER. IT IS CONTRACTOR'S RESPONSIBILITY FOR COORDINATE WATERING.
- TRIM, PRUNE, REMOVE CLIPPINGS AND DEAD OR BROKEN BRANCHES, AND TREAT PRUNED AREAS AND OTHER WOUNDS.
- IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE TREES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN AN UPRIGHT POSITION THROUGHOUT THE ONE-YEAR GUARANTEE PERIOD.

### GUARANTEE AND REPLACEMENTS

- PLANT MATERIAL SHALL BE GUARANTEED FOR ONE FULL YEAR AFTER OWNER ACCEPTANCE AND SHALL BE ALIVE AND IN SATISFACTORY CONDITION AT THE END OF THE GUARANTEE PERIOD. SUCH GUARANTEE EXCLUDES VANDALISM.
- AT THE END OF THE ONE-YEAR GUARANTEE PERIOD, INSPECTION WILL BE MADE BY THE OWNER UPON WRITTEN NOTICE BY THE CONTRACTOR AT LEAST FIVE DAYS BEFORE THE ANTICIPATED DATE. ANY PLANT MATERIAL REQUIRED UNDER THE CONTRACT THAT IS DEAD OR NOT IN SATISFACTORY CONDITION, AS DETERMINED BY THE OWNER, SHALL BE REMOVED FROM THE SITE, AND SHALL BE REPLACED AS SOON AS CONDITIONS PERMIT DURING THE NORMAL PLANTING SEASONS.
- THE OPINION OF THE OWNER SHALL GOVERN IN ANY AND ALL DISPUTES BY THE CONTRACTOR REGARDING THE CONDITION AND DISPOSITION OF UNSATISFACTORY MAINTENANCE PROCEDURES OR REJECTED PLANTS.
- ALL REPLACEMENTS SHALL BE PLANT MATERIAL OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. REPLACEMENT COSTS SHALL BE BORNE BY THE CONTRACTOR.
- REPLACEMENT PLANTINGS REQUIRED AT THE END OF THE GUARANTEE PERIOD ARE NOT TO BE GUARANTEED. THE PLANT MATERIAL IS SUBJECT TO INSPECTION AND REJECTION BY THE OWNER BEFORE AND AFTER PLANTING.

### IRRIGATION - CONTRACTOR'S RESPONSIBILITY

- THE IRRIGATION SYSTEM CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
- COORDINATION WITH ALL OTHER TRADES.
  - DESIGN, LABOR, AND MATERIALS NECESSARY TO INSTALL A NEW IRRIGATION SYSTEM AS SHOWN IN GENERAL ON THE PLAN. THE IRRIGATION CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE IRRIGATION CONTROL SYSTEM ALONG WITH ANY CONNECTIONS MADE TO THE WATER SERVICE.
  - COORDINATE WITH THE OWNER ON IRRIGATION DESIGN WITH EXISTING IRRIGATION SYSTEM.
  - TESTING OF THE COMPLETE IRRIGATION SYSTEM.
  - STARTUP AND ADJUSTMENT OF THE SYSTEM.
  - PROVIDE OWNER'S EMPLOYEES WITH OPERATIONAL TRAINING ONSITE AND SUBMIT OPERATION AND MAINTENANCE MANUALS FOR ALL COMPONENTS.
  - AS-BUILT DRAWINGS SHOWING THE LOCATION AND FEATURES OF ALL IRRIGATION COMPONENTS.

### CODES AND INSPECTION

- THE ENTIRE INSTALLATION SHALL FULLY COMPLY WITH ALL LOCAL AND STATE LAWS AND ORDINANCES AND WITH THE ESTABLISHED CODES APPLICABLE THERETO.
- THE CONTRACTOR SHALL TAKE OUT ALL REQUIRED PERMITS, ARRANGE FOR ALL NECESSARY INSPECTION, AND PAY ANY FEES AND EXPENSES IN CONJUNCTION WITH THE SAME AS PART OF THE WORK UNDER THIS CONTRACT.

### QUALITY ASSURANCE

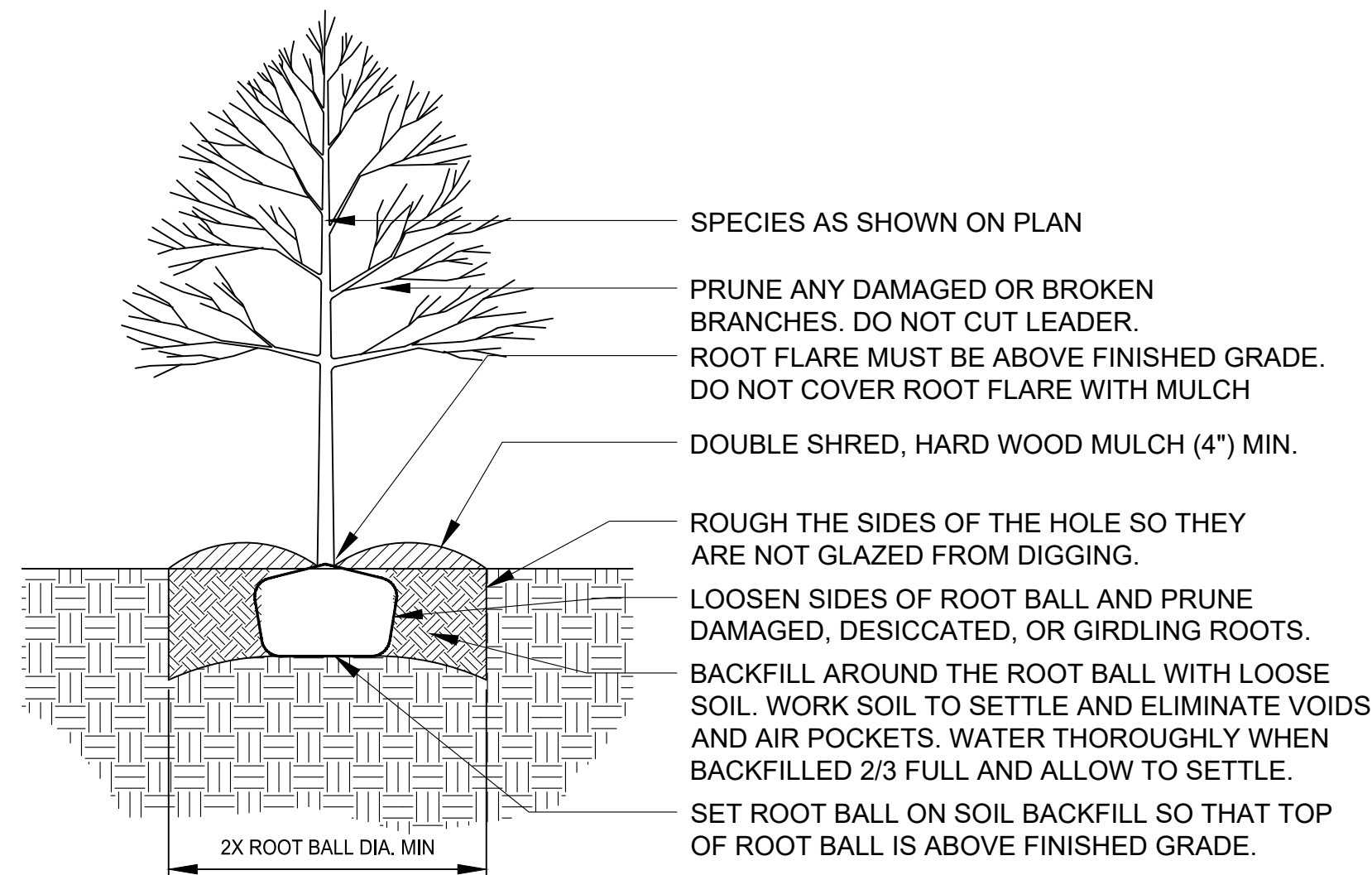
- ALL WORK AND MATERIALS TO BE IN FULL ACCORDANCE WITH LATEST RULES AND REGULATIONS OF THE DIVISION OF INDUSTRIAL SAFETY, THE UNIFORM PLUMBING CODE, NATIONAL ELECTRIC CODE, AMERICANS WITH DISABILITIES, AND OTHER APPLICABLE LAWS OR REGULATION.
- NOTHING IN THESE DRAWINGS OR SPECIFICATIONS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
- FURNISH, WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR AS REQUIRED TO COMPLY WITH THESE RULES AND REGULATIONS, THOUGH THE WORK IS NOT MENTIONED IN THESE PARTICULAR CONSTRUCTION DOCUMENTS.

### PROTECTION OF EXISTING CONDITIONS

- BECOME ACQUAINTED WITH ALL SITE CONDITIONS. LOCATE EXISTING UTILITIES AND EQUIPMENT TO REMAIN. SHOULD UTILITIES OR OTHER WORK NOT SHOWN ON THE DRAWINGS BE FOUND DURING EXCAVATIONS, PROMPTLY NOTIFY ENGINEER. FAILURE TO DO SO WILL MAKE CONTRACTOR LIABLE FOR ANY AND ALL DAMAGE ARISING FROM OPERATIONS SUBSEQUENT TO DISCOVERY OF SUCH UTILITIES NOT SHOWN ON DRAWINGS.
- TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING SITE CONDITIONS. REPAIR ANY DAMAGED ITEM TO ITS ORIGINAL CONDITION OR FURNISH AND INSTALL EQUIVALENT REPLACEMENT AT NO ADDITIONAL COST TO OWNER.

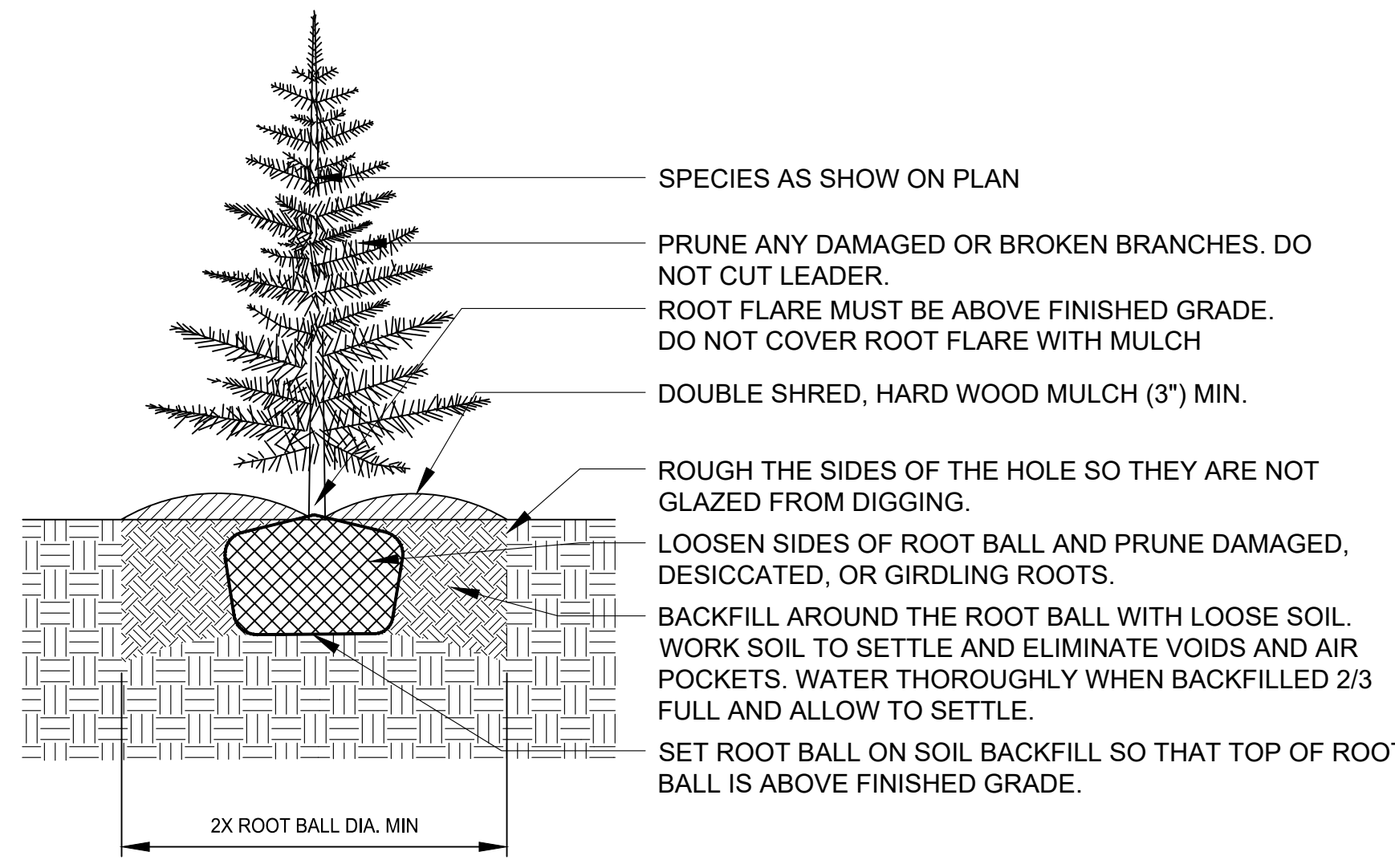
### COORDINATION

- SCHEDULE AND COORDINATE WORK WITH OTHER TRADES TO FACILITATE WORK AND AVOID CONFLICTS IN CONSTRUCTION SEQUENCE AND EQUIPMENT INSTALLATION.
- REVIEW ENTIRE PLAN SET AND COORDINATE WITH OTHER TRADES AS REQUIRED BY SEQUENCE OF CONSTRUCTION TO ENSURE PROVISION OF MAINLINE AND ELECTRICAL CONDUIT STUB-OUTS AT ALL REQUIRED LOCATIONS.



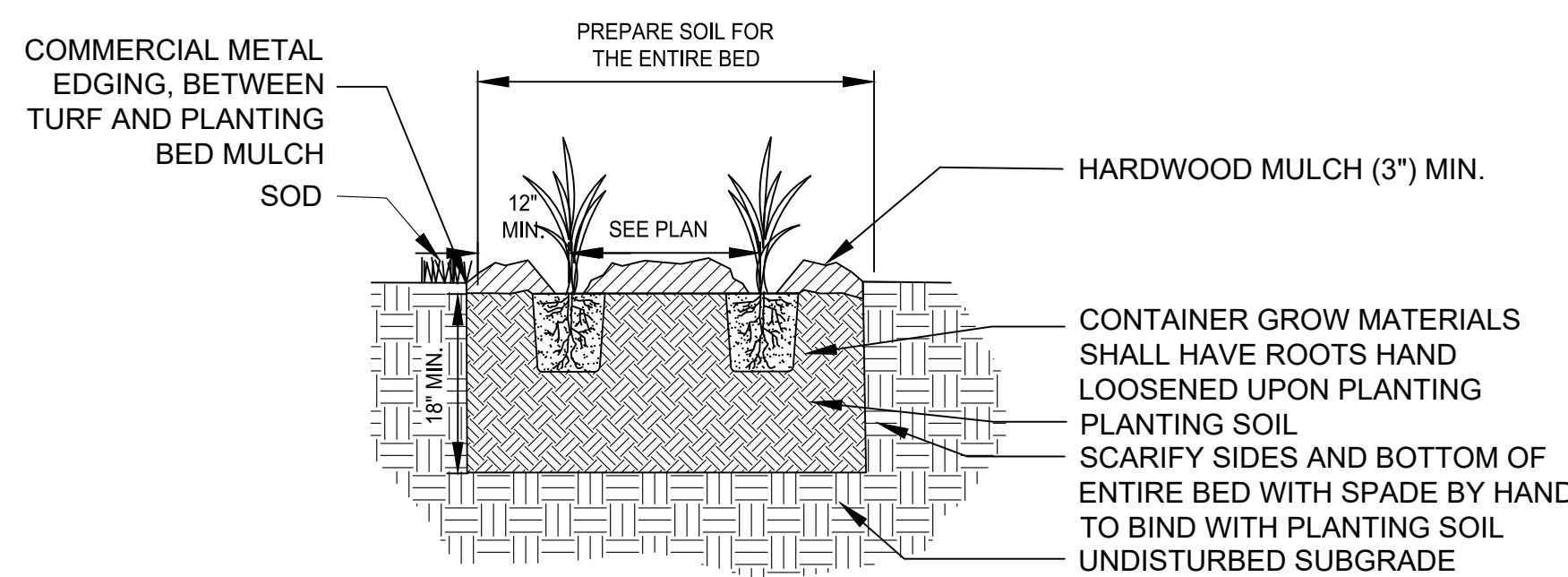
DECIDUOUS TREE PLANTING  
NOT TO SCALE

1  
L-801



CONIFEROUS TREE PLANTING  
NOT TO SCALE

3  
L-801



SHRUB & PERENNIAL PLANTING  
NOT TO SCALE

2  
L-801



733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

PROJECT TITLE

ISSUE NO.:

1	CITY SUBMITTAL
2	CITY RESUBMITTAL
3	PRICING SET
4	WATERSEAL SUBMITTAL
5	95% CONSTRUCTION DOCUMENTS

CERTIFICATION:

**NOT FOR CONSTRUCTION**

PROJECT NO.: 227705017

DWN BY: RJB    CHKD BY: SEH    APPD BY: SEH

ISSUE DATE: 03/17/2023

ISSUE NO.: 5

SHEET TITLE:  
LANDSCAPE DETAILS

SHEET NO.:

L-801

### WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

### GOPHER STATE ONE CALL

TWIN CITY AREA- 651-454-0002  
TOLL FREE 1-800-252-1166

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Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Lum. Lumens
□	1	AA4	Back-Back	0.900	EX-Lite Area Lite: SAL-150-T4 mounted on 22FT 3FT Base SSS Pole	301.798	20457
□	4	AA2	Back-Back	0.900	EX-Lite Area Light: SAL-100W-T5 mounted on 22FT 3FT BASE SSS Pole	200	14676
□	1	AA3	Single	0.900	EX-Lite Area Lite: SAL-150W-T3 mounted on 22FT 3FT Base SSS Pole	150	20950
□	6	W-A	Single	0.900	Signify/Gardco Performance Wall Sconse:161-92L-800-NW-G2-3 Mounted at 20ft	242.9	26440
□	2	W-B	Single	0.900	Ex-Lite Wall Sconse: WPC-60W-color-volt Mounted at 12ft	55	7622

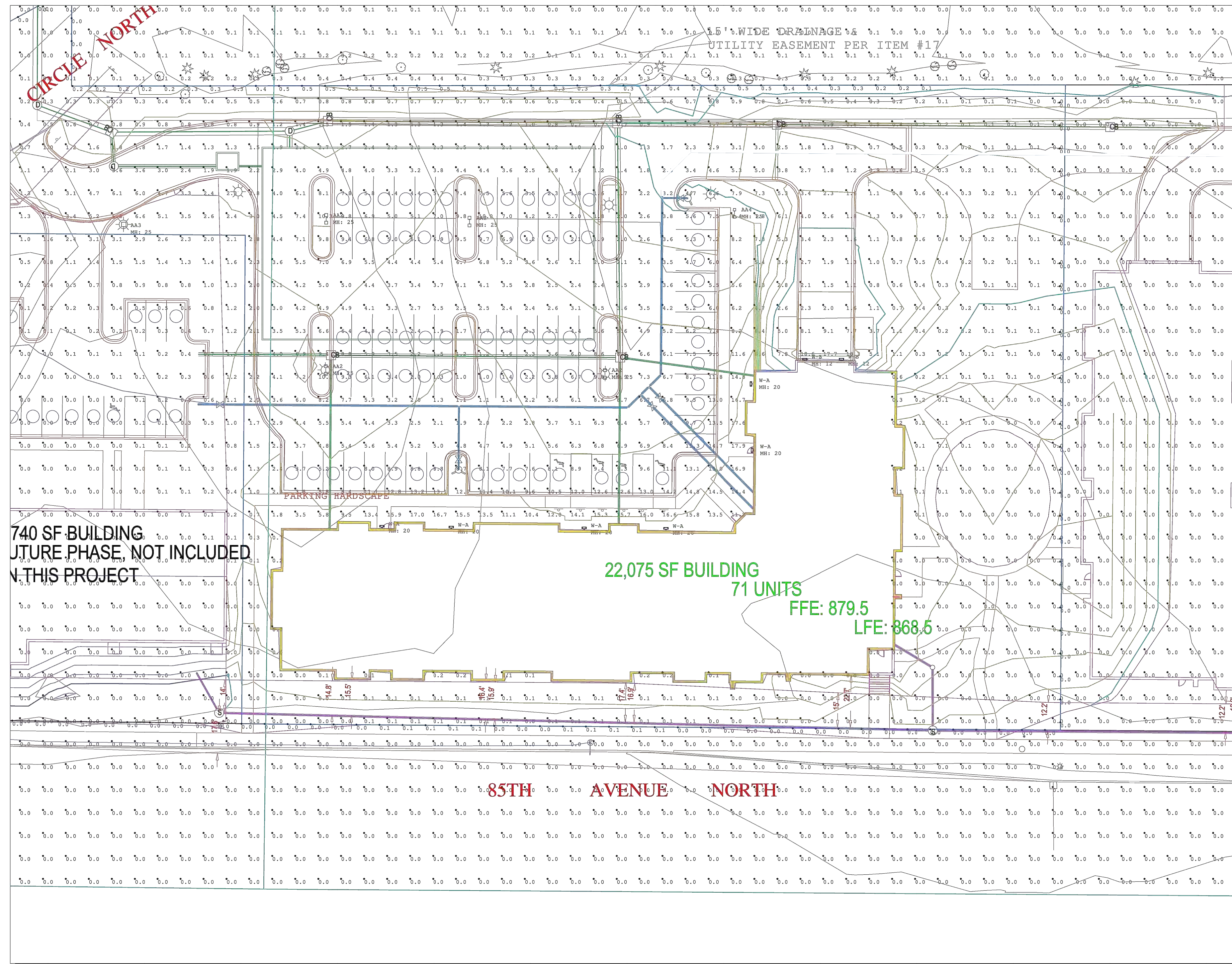
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CALC POINT	Illuminance	Fc	0.86	18.6	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.10	0.5	0.0	N.A.	N.A.
GARAGE ENTRANCE	Illuminance	Fc	13.22	18.6	7.7	1.72	2.42
PARKING HARDCAPE	Illuminance	Fc	5.26	14.7	1.0	5.26	14.70

GENERAL NOTES:

A. PULSE PRODUCTS DOES NOT ASSUME RESPONSIBILITY FOR THE INTERPRETATION OF THIS CALCULATION OR COMPLIANCE TO THE LOCAL, STATE, OR FEDERAL LIGHTING CODES OR ORDINANCES.

B. LIGHTING LAYOUT IS NOT INTENDED FOR CONSTRUCTION DOCUMENTS BUT ONLY TO ILLUSTRATE THE PERFORMANCE OF THE PRODUCT.

C. ALL READINGS/CALCULATIONS SHOWN ARE SHOWN ON WORKPLANE OR FLOOR DEPENDING ON SPACE ACTIVITY.



Plan View  
Scale: 1 inch= 25 Ft.



733 MARQUETTE AVE  
SUITE 1000  
MINNEAPOLIS, MN 55402  
WWW.STANTEC.COM

CLIENT:



TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
BROOKLYN PARK, MN 55445

#	Date	Comments
Revisions		

Drawn By: JILL BJORNBERG LC  
Checked By: JILL  
Date: 3/15/2023  
Scale: AS NOTED

PROJECT TITLE

ISSUE NO:

1	
2	
3	
4	
5	

DATE	DESCRIPTION
08/29/2022	CITY SUBMITTAL
10/12/2022	CITY RESUBMITTAL
02/09/2023	PRICING SET
02/28/2023	WATERSEAL SUBMITTAL
03/17/2023	95% CONSTRUCTION DOCUMENTS

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.

DATE: \_\_\_\_\_  
PROJECT NO.: 227705017

DWN BY: HKK  
CHKD BY: JRA  
APPD BY: JRA  
ISSUE DATE: 03/17/2023

ISSUE NO: 5

SHEET TITLE:  
PHOTOMETRIC PLAN

SHEET NO.:  
1-SHEET

TESSMAN RIDGE RV4  
BROOKLYN PARK, MN

PAGE 1 OF 1

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Submitted by Pulse Products  
**Job Name:** TESSMAN RIDGE  
 Specifier: STANTEC CONSULTING (SAINT PAUL)  
**Catalog Number:** SAL-150-40K-T5-XX-ARM1 ON 22.5FT POLE SINGLE  
**Type:** A1  
 PLS BE22-8895

### LED Parking Lot Lights

#### DLC Premium 5.1 140lm/W



**General Description:**  
 The EX-Lite LED Light is a perfect fixture for parking lot poles and a perfect replacement for all shoebox style flood light that widely used everywhere.

**Construction:**  
 -Stylish low-profile body that minimizes wind load and retains aesthetic pleasing appearance.  
 -Corrosion resistant polyester powder coat finish, available in custom colors  
 -Independent driver compartment separated from light engine that optimizing driver lifespan.  
 -Cast aluminum structure that resists high shock and vibration

**Mounting:**  
 - Multiple mounting options are available providing a solution for most outdoor applications like area, roadway, wall mount, flood, building accent and billboard lighting.

**Electrical:**  
 -High Power Factor, low THD UL listed driver with 10KV surge protection.  
 -Universal line voltage input 120-277V, 347/480V optional  
 -FCC compliant  
 -0-10V dimmable optional

**Optical:**  
 -IES Type III, Type IV and Type V distribution patterns  
 -Optics are interchangeable and easily replaceable  
 -Optional house side shield/visor  
 -Full range CCT from 3000K to 5000K

**Controls:**  
 -NEMA twist lock photocontrol and receptacle  
 -Bi-Level occupancy sensor with wireless App control  
 -Luminaire wireless interlinking

**Working Temperature:**  
 -Up to 140F thanks to advanced heatsink design

**Warranty:**  
 -5 years' warranty for complete fixture

**Listings:**  
 ETL  
 FCC  
 DLC Premium 5.1

**Ordering Information:**

Ordering Info	Wattage	CCT	Optic	Color	Control	Mounting	Input Voltage
SAL	100W-100W	30K-5000K	Dist/Type IV	Dist/Type IV	Dist/Type IV	ARM1-Arm mount round pole	Dist/Type IV
Arch. Pole Light	150W-150W	40K-5000K	T5-Type III	BL-Black	OCB-Bi-Level Occupancy Sensor	ARM2-Arm mount round pole	Dist/Type IV
	200W-200W	30K-5000K	T5-Type V	WH-White	PCN-NEMA Protocol	SF-Splitter	WH-347-480V
	240W-240W	30K-5000K		GR-Gray		WH-Wall Mount	
	300W-300W					TB-Trunnion Bracket	

**CONFIRM CCT**    **CONFIRM COLOR**

(905) 923-9623    info@EX-Lite.com    2047 S Baker Ave, Ontario CA 91761

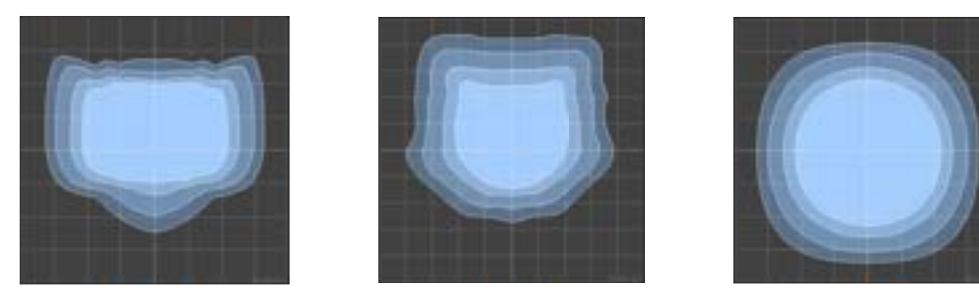
Submitted by Pulse Products  
**Job Name:** TESSMAN RIDGE  
 Specifier: STANTEC CONSULTING (SAINT PAUL)  
**Catalog Number:** SAL-150-40K-T5-XX-ARM1 ON 22.5FT POLE SINGLE  
**Type:** A1  
 PLS BE22-8895

### LED Parking Lot Lights


**Specs:**

Family Model	Wattage	Lumens	lm/W	CCT	CRI
SAL-100W	100W	14,000lm	140lm/W	4000K/5000K	75+
SAL-150W	150W	21,000lm	140lm/W	4000K/5000K	75+
SAL-200W	200W	28,000lm	140lm/W	4000K/5000K	75+
SAL-240W	240W	36,000lm	140lm/W	4000K/5000K	75+
SAL-300W	300W	45,000lm	140lm/W	4000K/5000K	75+

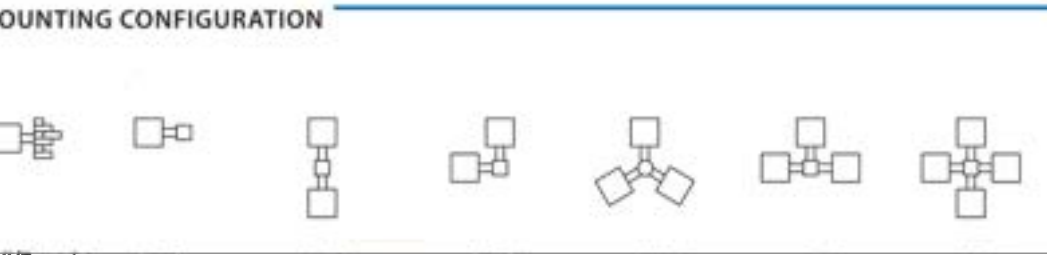
**Photometrics:**



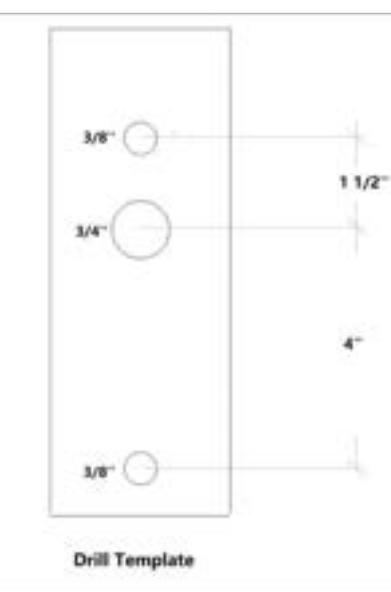
**Mounting Options:**



**MOUNTING CONFIGURATION**



**Drill Template**

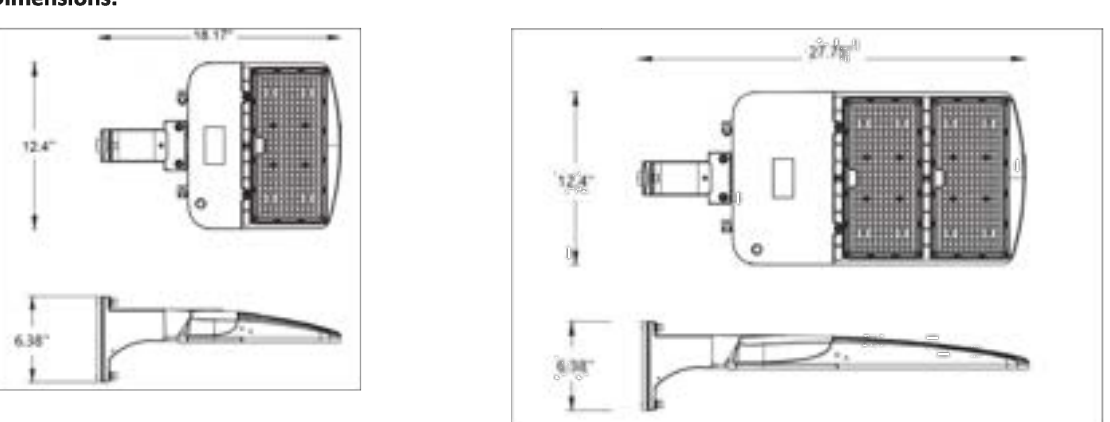


(905) 923-9623    info@EX-Lite.com    2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products  
**Job Name:** TESSMAN RIDGE  
 Specifier: STANTEC CONSULTING (SAINT PAUL)  
**Catalog Number:** SAL-150-40K-T5-XX-ARM1 ON 22.5FT POLE SINGLE  
**Type:** A1  
 PLS BE22-8895

### LED Parking Lot Lights

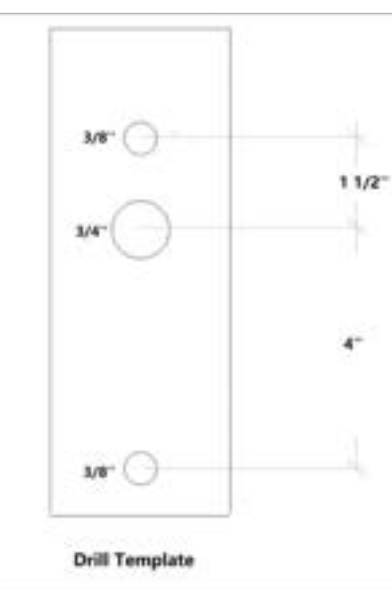
**Dimensions:**



**EPA Ratings:**

Fixture Package	Single	2@90°	2@180°	3@90°	3@120°	4@90°
100W/150W	0.7	1	1.4	1.7	1.8	2
200W/240W/300W	0.8	1.2	1.6	1.9	2	2.4

**Drill Template**




(905) 923-9623    info@EX-Lite.com    2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products  
**Job Name:** TESSMAN RIDGE  
 Specifier: STANTEC CONSULTING (SAINT PAUL)  
**Catalog Number:** SAL-150-40K-T5-XX-ARM1 ON 22.5FT POLE DOUBLE 2 @ 180  
**Type:** A2  
 PLS BE22-8895

### LED Parking Lot Lights

#### DLC Premium 5.1 140lm/W



**General Description:**  
 The EX-Lite LED Light is a perfect fixture for parking lot poles and a perfect replacement for all shoebox style flood light that widely used everywhere.

**Construction:**  
 -Stylish low-profile body that minimizes wind load and retains aesthetic pleasing appearance.  
 -Corrosion resistant polyester powder coat finish, available in custom colors  
 -Independent driver compartment separated from light engine that optimizing driver lifespan.  
 -Cast aluminum structure that resists high shock and vibration

**Mounting:**  
 - Multiple mounting options are available providing a solution for most outdoor applications like area, roadway, wall mount, flood, building accent and billboard lighting.

**Electrical:**  
 -High Power Factor, low THD UL listed driver with 10KV surge protection.  
 -Universal line voltage input 120-277V, 347/480V optional  
 -FCC compliant  
 -0-10V dimmable optional

**Optical:**  
 -IES Type III, Type IV and Type V distribution patterns  
 -Optics are interchangeable and easily replaceable  
 -Optional house side shield/visor  
 -Full range CCT from 3000K to 5000K

**Controls:**  
 -NEMA twist lock photocontrol and receptacle  
 -Bi-Level occupancy sensor with wireless App control  
 -Luminaire wireless interlinking

**Working Temperature:**  
 -Up to 140F thanks to advanced heatsink design

**Warranty:**  
 -5 years' warranty for complete fixture

**Listings:**  
 ETL  
 FCC  
 DLC Premium 5.1

**Ordering Information:**

Ordering Info	Wattage	CCT	Optic	Color	Control	Mounting	Input Voltage
SAL	100W-100W	30K-5000K	Dist/Type IV	Dist/Type IV	Dist/Type IV	ARM1-Arm mount round pole	Dist/Type IV
Arch. Pole Light	150W-150W	40K-5000K	T5-Type III	BL-Black	OCB-Bi-Level Occupancy Sensor	ARM2-Arm mount round pole	Dist/Type IV
	200W-200W	30K-5000K	T5-Type V	WH-White	PCN-NEMA Protocol	SF-Splitter	WH-347-480V
	240W-240W	30K-5000K		GR-Gray		WH-Wall Mount	
	300W-300W					TB-Trunnion Bracket	

**CONFIRM CCT AND COLOR**

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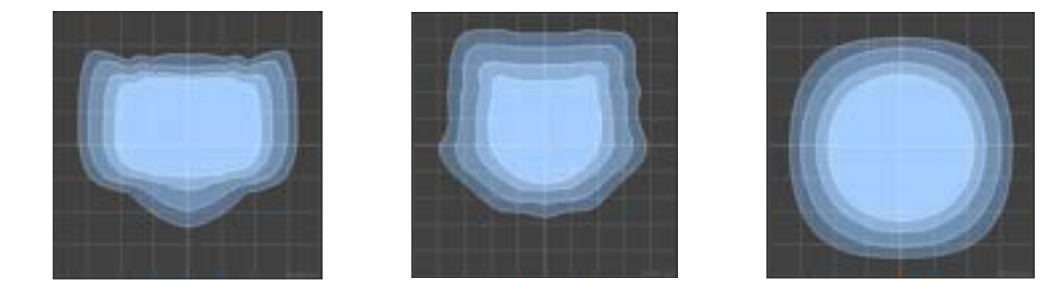
Submitted by Pulse Products  
**Job Name:** TESSMAN RIDGE  
 Specifier: STANTEC CONSULTING (SAINT PAUL)  
**Catalog Number:** SAL-150-40K-T5-XX-ARM1 ON 22.5FT POLE DOUBLE 2 @ 180  
**Type:** A2  
 PLS BE22-8895

### LED Parking Lot Lights


**Specs:**

Family Model	Wattage	Lumens	lm/W	CCT	CRI
SAL-100W	100W	14,000lm	140lm/W	4000K/5000K	75+
SAL-150W	150W	21,000lm	140lm/W	4000K/5000K	75+
SAL-200W	200W	28,000lm	140lm/W	4000K/5000K	75+
SAL-240W	240W	36,000lm	140lm/W	4000K/5000K	75+
SAL-300W	300W	45,000lm	140lm/W	4000K/5000K	75+


**Photometrics:**



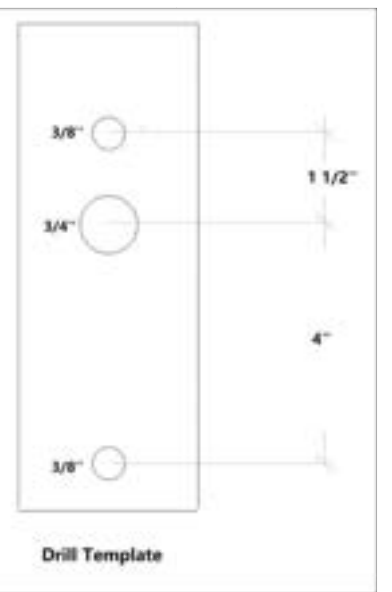
**Mounting Options:**



**MOUNTING CONFIGURATION**



**Drill Template**

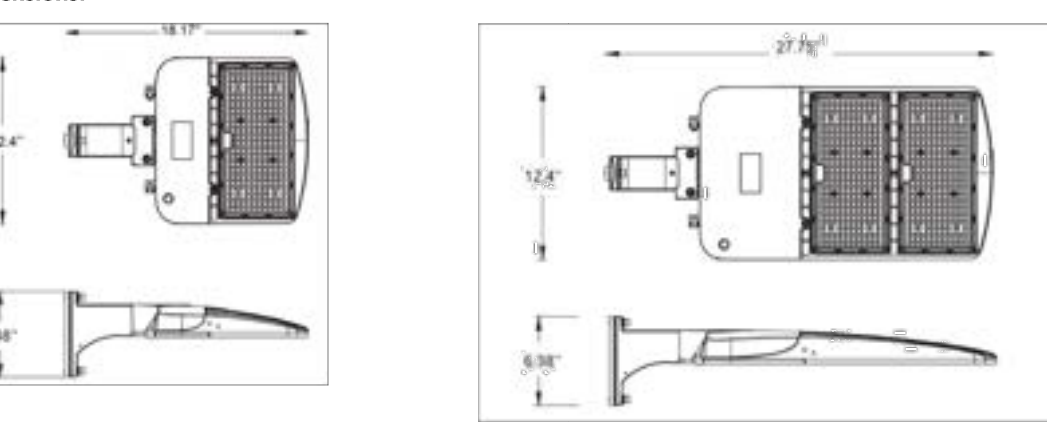


(905) 923-9623    info@EX-Lite.com    2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products  
**Job Name:** TESSMAN RIDGE  
 Specifier: STANTEC CONSULTING (SAINT PAUL)  
**Catalog Number:** SAL-150-40K-T5-XX-ARM1 ON 22.5FT POLE DOUBLE 2 @ 180  
**Type:** A2  
 PLS BE22-8895

### LED Parking Lot Lights

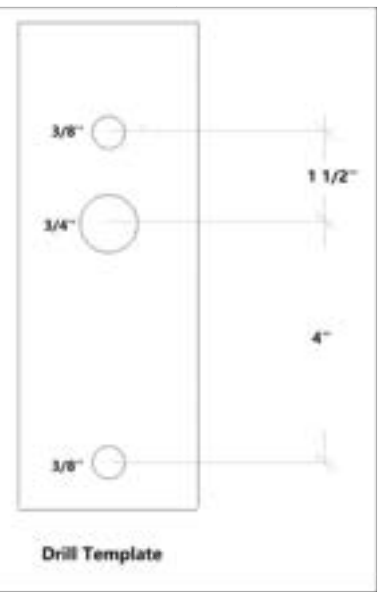
**Dimensions:**



**EPA Ratings:**

Fixture Package	Single	2@90°	2@180°	3@90°	3@120°	4@90°
100W/150W	0.7	1	1.4	1.7	1.8	2
200W/240W/300W	0.8	1.2	1.6	1.9	2	2.4

**Drill Template**




(905) 923-9623    info@EX-Lite.com    2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products  
**Job Name:** TESSMAN RIDGE  
 Specifier: STANTEC CONSULTING (SAINT PAUL)  
**Catalog Number:** SAL-100-40K-T3-XX-ARM1 ON 22.5FT POLE SINGLE  
**Type:** A3  
 PLS BE22-8895

### LED Parking Lot Lights

#### DLC Premium 5.1 140lm/W



**General Description:**  
 The EX-Lite LED Light is a perfect fixture for parking lot poles and a perfect replacement for all shoebox style flood light that widely used everywhere.

**Construction:**  
 -Stylish low-profile body that minimizes wind load and retains aesthetic pleasing appearance.  
 -Corrosion resistant polyester powder coat finish, available in custom colors  
 -Independent driver compartment separated from light engine that optimizing driver lifespan.  
 -Cast aluminum structure that resists high shock and vibration

**Mounting:**  
 - Multiple mounting options are available providing a solution for most outdoor applications like area, roadway, wall mount, flood, building accent and billboard lighting.

**Electrical:**  
 -High Power Factor, low THD UL listed driver with 10KV surge protection.  
 -Universal line voltage input 120-277V, 347/480V optional  
 -FCC compliant  
 -0-10V dimmable optional

**Optical:**  
 -IES Type III, Type IV and Type V distribution patterns  
 -Optics are interchangeable and easily replaceable  
 -Optional house side shield/visor  
 -Full range CCT from 3000K to 5000K

**Controls:**  
 -NEMA twist lock photocontrol and receptacle  
 -Bi-Level occupancy sensor with wireless App control  
 -Luminaire wireless interlinking

**Working Temperature:**  
 -Up to 140F thanks to advanced heatsink design

**Warranty:**  
 -5 years' warranty for complete fixture

**Listings:**  
 ETL  
 FCC  
 DLC Premium 5.1

**Ordering Information:**

Ordering Info	Wattage	CCT	Optic	Color	Control	Mounting	Input Voltage
SAL	100W-100W	30K-5000K	Dist/Type IV	Dist/Type IV	Dist/Type IV	ARM1-Arm mount round pole	Dist/Type IV
Arch. Pole Light	150W-150W	40K-5000K	T5-Type III	BL-Black	OCB-Bi-Level Occupancy Sensor	ARM2-Arm mount round pole	Dist/Type IV
	200W-200W	30K-5000K	T5-Type V	WH-White	PCN-NEMA Protocol	SF-Splitter	WH-347-480V
	240W-240W	30K-5000K		GR-Gray		WH-Wall Mount	
	300W-300W					TB-Trunnion Bracket	

**CONFIRM CCT AND COLOR**

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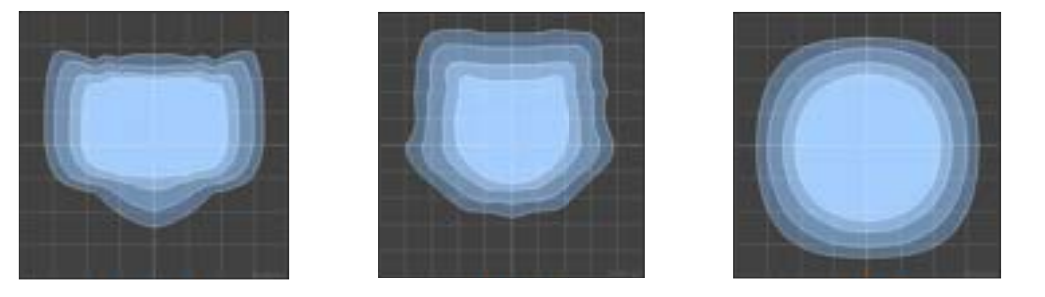
Submitted by Pulse Products  
**Job Name:** TESSMAN RIDGE  
 Specifier: STANTEC CONSULTING (SAINT PAUL)  
**Catalog Number:** SAL-100-40K-T3-XX-ARM1 ON 22.5FT POLE SINGLE  
**Type:** A3  
 PLS BE22-8895

### LED Parking Lot Lights


**Specs:**

Family Model	Wattage	Lumens	lm/W	CCT	CRI
SAL-100W	100W	14,000lm	140lm/W	4000K/5000K	75+
SAL-150W	150W	21,000lm	140lm/W	4000K/5000K	75+
SAL-200W	200W	28,000lm	140lm/W	4000K/5000K	75+
SAL-240W	240W	36,000lm	140lm/W	4000K/5000K	75+
SAL-300W	300W	45,000lm	140lm/W	4000K/5000K	75+

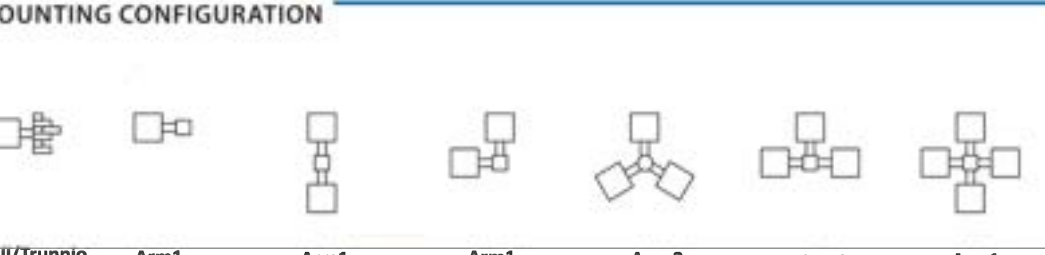
**Photometrics:**



**Mounting Options:**



**MOUNTING CONFIGURATION**



(905) 923-9623    info@EX-Lite.com    2047 S Baker Ave, Ontario CA 91761

**Stantec**  
 733 MARQUETTE AVE  
 SUITE 1000  
 MINNEAPOLIS, MN 55402  
 WWW.STANTEC.COM

CLIENT:  


TESSMAN RIDGE APARTMENTS

6900 85TH AVE N  
 BROOKLYN PARK, MN 55445

DATE:	DESCRIPTION:	ISSUE NO.:
08/29/2022	CITY SUBMITTAL	1
10/12/2022	CITY RESUBMITTAL	2
02/09/2023	PRICING SET	3
02/29/2023	WATERSEAL SUBMITTAL	4
03/17/2023	95% CONSTRUCTION DOCUMENTS	5

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.

DATE: \_\_\_\_\_  
 PROJECT NO.: 227705017  
 DWN BY: HKK    CHKD BY: JRA    APPD BY: JRA  
 ISSUE DATE: 03/17/2023  
 SHEET NO.: 5  
 SHEET TITLE: PHOTOMETRIC DETAILS  
 SHEET NO.: 2-SHEET

Submitted by Pulse Products

**Job Name:** TESSMAN RIDGE  
Specifier: STANTEC CONSULTING (SAINT PAUL)

**Catalog Number:** SAL-100-40K-T3-XX-ARM1 ON Z2 SFT POLE SINGLE

**Type:** A3  
PUL SE22-8895

### LED Parking Lot Lights

**Dimensions:**

**EPA Ratings:**

Fixture Package	Single	2090°	20180°	3090°	30120°	4090°
100W/150W	0.7	1	1.4	1.7	1.8	2
200W/240W/300W	0.8	1.2	1.6	1.9	2	2.4

**EPA Ratings:**

Fixture Package	Single	2090°	20180°	3090°	30120°	4090°
100W/150W	0.7	1	1.4	1.7	1.8	2
200W/240W/300W	0.8	1.2	1.6	1.9	2	2.4

**Drill Template**

(905) 923-9623 info@GEE-LITE.com 2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products

**Job Name:** TESSMAN RIDGE  
Specifier: STANTEC CONSULTING (SAINT PAUL)

**Catalog Number:** 161-92L-800-NW-G2-3-UNV-XX

**Type:** W-A  
PUL SE22-8895

### Wall Mount LED wall sconce 161

**Dimensions:**

**EPA Ratings:**

Fixture Package	Single	2090°	20180°	3090°	30120°	4090°
100W/150W	0.7	1	1.4	1.7	1.8	2
200W/240W/300W	0.8	1.2	1.6	1.9	2	2.4

**Ordering guide**

161	LED wall sconce	48V 46 LEDs (7 module)	600 600mA	900 900mA	1200 1200mA	1500 1500mA	1800 1800mA	2100 2100mA	2400 2400mA	2700 2700mA	3000 3000mA	3300 3300mA	3600 3600mA	3900 3900mA	4200 4200mA	4500 4500mA	4800 4800mA	5100 5100mA	5400 5400mA	5700 5700mA	6000 6000mA	6300 6300mA	6600 6600mA	6900 6900mA	7200 7200mA	7500 7500mA	7800 7800mA	8100 8100mA	8400 8400mA	8700 8700mA	9000 9000mA	9300 9300mA	9600 9600mA	9900 9900mA	10200 10200mA	10500 10500mA	10800 10800mA	11100 11100mA	11400 11400mA	11700 11700mA	12000 12000mA	12300 12300mA	12600 12600mA	12900 12900mA	13200 13200mA	13500 13500mA	13800 13800mA	14100 14100mA	14400 14400mA	14700 14700mA	15000 15000mA	15300 15300mA	15600 15600mA	15900 15900mA	16200 16200mA	16500 16500mA	16800 16800mA	17100 17100mA	17400 17400mA	17700 17700mA	18000 18000mA	18300 18300mA	18600 18600mA	18900 18900mA	19200 19200mA	19500 19500mA	19800 19800mA	20100 20100mA	20400 20400mA	20700 20700mA	21000 21000mA	21300 21300mA	21600 21600mA	21900 21900mA	22200 22200mA	22500 22500mA	22800 22800mA	23100 23100mA	23400 23400mA	23700 23700mA	24000 24000mA	24300 24300mA	24600 24600mA	24900 24900mA	25200 25200mA	25500 25500mA	25800 25800mA	26100 26100mA	26400 26400mA	26700 26700mA	27000 27000mA	27300 27300mA	27600 27600mA	27900 27900mA	28200 28200mA	28500 28500mA	28800 28800mA	29100 29100mA	29400 29400mA	29700 29700mA	30000 30000mA
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**Accessories\* (order separately)**

**FSR-100** MR hand held programmer (for use with IMR2 motion response when dimming is required). If required, only one is needed per job.

**IMR2** Infrared Motion Response Integral. IR module is mounted integral to luminaire.

**Passive Infrared (PIR) motion sensor.** WattStopper PIR-21, equipped with lens. Available in 120V through 277V input only. Motion sensor off state power is 0.5 watts. The PIR-21 can also be reprogrammed with WattStopper's FSR-100 remote programming tool accessory.

**DDC: Dual Circuit Control** permits separate switching of LED modules. Available as an option with 2 modules only.

**F2: Fusing Single** (for 100, 277 or 347VAC)

**F2: Fusing Double** (for 208, 240 or 480VAC)

**F3: Fusing Canadian Double Full** (for 208, 240 or 480VAC)

(905) 923-9623 info@GEE-LITE.com 2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products

**Job Name:** TESSMAN RIDGE  
Specifier: STANTEC CONSULTING (SAINT PAUL)

**Catalog Number:** 161-92L-800-NW-G2-3-UNV-XX

**Type:** W-A  
PUL SE22-8895

### 161 LED wall sconce

**LED Wattage and Lumen Values**

Model	Wattage	Lumens	lm/W	Beam Angle	Beam Diameter @ 10m	Beam Diameter @ 20m	Beam Diameter @ 30m	Beam Diameter @ 40m	Beam Diameter @ 50m
161-48V-600-NW-02	48	1	800	4000	91	18.00	27.00	36.00	45.00
161-48V-900-NW-02	48	1	800	4000	135	27.00	54.00	81.00	108.00
161-92L-400-NW-02	92	2	800	4000	181	36.00	72.00	108.00	144.00
161-92L-600-NW-02	92	2	800	4000	242	48.00	96.00	144.00	192.00
161-92L-800-NW-02	92	2	800	4000	273	54.00	108.00	162.00	216.00

**Distributions**

**Dimensions**

**Mounting plate and bolt pattern**

Mounting plate center is located in the center of the luminaire width and 5" (128mm) above the luminaire bottom (lens down position). Splices must be made in the J-box (by other). Mounting plate must be secured by max. 5/16" (7.9mm) diameter bolts (by other) structurally to the wall.

**Luminaire options**

**DD: 0-10V dimming driver** with leads supplied through back of luminaire (for secondary dimming control by other).

**Dynaliner Automatic Profile Dimming:** Automatic dimming profile (CS50/CM50) offer safety or media settings for shorter or longer duration. Dimming profiles provide flexibility towards energy savings goals while optimizing light levels during specific dark hours. 50% dimming is standard. 75% and 25% dimming is also available if different light levels are required (contact Technical Support for details).

**IMR2: Infrared Motion Response Integral.** IR module is mounted integral to luminaire. Motion response for IMR2 is set operates in the following fashion: The motion sensor is set to a constant 50%. When motion is detected by the PIR sensor, the luminaire returns to full power/light output. Dimming on low factory set to 50% with 5 minutes default. Full power return to dimming back to low. When no motion is detected for 5 minutes, the motion response system reduces the wattage by 50%, to 50% of the normal constant wattage reducing the light level. IMR2 can also be specified with automatic profile dimming for the added benefit of a combined dimming profile with sensor detection, where the PIR sensor will override the dimming profile when occupancy is detected.

**Passive Infrared (PIR) motion sensor.** WattStopper PIR-21, equipped with lens. Available in 120V through 277V input only. Motion sensor off state power is 0.5 watts. The PIR-21 can also be reprogrammed with WattStopper's FSR-100 remote programming tool accessory.

**DDC: Dual Circuit Control** permits separate switching of LED modules. Available as an option with 2 modules only.

**F2: Fusing Single** (for 100, 277 or 347VAC)

**F2: Fusing Double** (for 208, 240 or 480VAC)

**F3: Fusing Canadian Double Full** (for 208, 240 or 480VAC)

**Dimming**

Profile	On/Off	On/Off	On/Off	On/Off
Medium	10 PM - 6 AM	8 hours	50%	
Safety	10 PM - 6 AM	7 hours	50%	

(905) 923-9623 info@GEE-LITE.com 2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products

**Job Name:** TESSMAN RIDGE  
Specifier: STANTEC CONSULTING (SAINT PAUL)

**Catalog Number:** 161-92L-800-NW-G2-3-UNV-XX

**Type:** W-A  
PUL SE22-8895

### 161 LED wall sconce

**Specifications**

**Housing:** Main body castings made of a low copper die cast Aluminum alloy (A360) for a high resistance to corrosion, 0.100" (2.5mm) minimum thickness.

**Driver/Electrical Door:** Removable die-cast aluminum door made of a low copper alloy (A360). Provides access to electronic components/LED drivers. Designed for robust IP68 rated seal using one-piece silicone rubber gasket surrounding the entire perimeter of the electronics compartment.

**Lighting:** Electrical components are RoHS compliant. IP68 sealed light engines. LEDs tested by ISO 12005-2005 according to a high exposure test in accordance with IESNA LM-80 g3/g4/g5 extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

**LED Module:** Composed of high performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White. 4000 Kelvin nominal (D95 +/- 275K). CRI: 70 Min. 161 luminaires also offer 3000K and 5000K color temperatures.

**Optical System:** The advanced LED optical systems provide IES Types 2, 3, and 4 distributions. Composed of high performance UV stabilized optical grade polymer refractor lenses to achieve desired distribution optimized to get maximum spacing. Bright lenses and superior lighting uniformity. Systems in rated IP68. Performance shall be tested per IES LM-79 and TM-18 (ESNA) verifying its photometric performance. Dark sky compliant with this lighting and LO per IESNA TM-18. Designed and tested to rating 800V in accordance with European standard EN 62282 (equivalent of International standard IEC 62282-2002).

**Buy American Act of 1933 (BAA):** This product is manufactured in one of our US factories and, as of the date of this document, this product was considered a commercially available off-the-shelf (COTS) item meeting the requirements of the BAA. This BAA designation hereunder does not address (1) the applicability of, or (2) the availability of a waiver under, the Trade Agreements Act, or (3) the "Buy American" domestic content requirements imposed on states, territories, and other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies. Prior to ordering, please visit www.signify.com/baa to view a current list of BAA-compliant products to confirm this product's current compliance.

**General Description:** The WPC is a Cut-Off style wall pack designed to eliminate light pollution while using forward-throw optic to maximize light utilization. A wide range of control options are available including Occ sensor, PhotoCell and Emergency backup.

**Construction:** Heavy duty aluminum housing - Forward throw optic - IP65 for wet and damp locations

**Mounting:** Regular in-wall J-box

**Electrical:** High Power Factor, low THD UL listed driver with 5KV surge protection. Universal line voltage input 120-277V, 347/480V optional -0-10V dimmable optional

**Optical:** On-Chip forward-throw optic to maximize light utilization.

**Controls:** -Button style eye photocell. -Bi-Level Occupancy sensor. -Build-in emergency backup.

**Warranty:** -5 years warranty for complete fixture

**Listings:** UL DLC RoHS IP65

**Lighting Layout:**

(905) 923-9623 info@GEE-LITE.com 2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products

**Job Name:** TESSMAN RIDGE  
Specifier: STANTEC CONSULTING (SAINT PAUL)

**Catalog Number:** WPC-60W-40K-XX

**Type:** W-B  
PUL SE22-8895

### Cut-Off LED Wall Pack

**Specifications**

**Housing:** Main body castings made of a low copper die cast Aluminum alloy (A360) for a high resistance to corrosion, 0.100" (2.5mm) minimum thickness.

**Driver/Electrical Door:** Removable die-cast aluminum door made of a low copper alloy (A360). Provides access to electronic components/LED drivers. Designed for robust IP68 rated seal using one-piece silicone rubber gasket surrounding the entire perimeter of the electronics compartment.

**Lighting:** Electrical components are RoHS compliant. IP68 sealed light engines. LEDs tested by ISO 12005-2005 according to a high exposure test in accordance with IESNA LM-80 g3/g4/g5 extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

**LED Module:** Composed of high performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White. 4000 Kelvin nominal (D95 +/- 275K). CRI: 70 Min. 161 luminaires also offer 3000K and 5000K color temperatures.

**Optical System:** The advanced LED optical systems provide IES Types 2, 3, and 4 distributions. Composed of high performance UV stabilized optical grade polymer refractor lenses to achieve desired distribution optimized to get maximum spacing. Bright lenses and superior lighting uniformity. Systems in rated IP68. Performance shall be tested per IES LM-79 and TM-18 (ESNA) verifying its photometric performance. Dark sky compliant with this lighting and LO per IESNA TM-18. Designed and tested to rating 800V in accordance with European standard EN 62282 (equivalent of International standard IEC 62282-2002).

**General Description:** The WPC is a Cut-Off style wall pack designed to eliminate light pollution while using forward-throw optic to maximize light utilization. A wide range of control options are available including Occ sensor, PhotoCell and Emergency backup.

**Construction:** Heavy duty aluminum housing - Forward throw optic - IP65 for wet and damp locations

**Mounting:** Regular in-wall J-box

**Electrical:** High Power Factor, low THD UL listed driver with 5KV surge protection. Universal line voltage input 120-277V, 347/480V optional -0-10V dimmable optional

**Optical:** On-Chip forward-throw optic to maximize light utilization.

**Controls:** -Button style eye photocell. -Bi-Level Occupancy sensor. -Build-in emergency backup.

**Warranty:** -5 years warranty for complete fixture

**Listings:** UL DLC RoHS IP65

**Lighting Layout:**

(905) 923-9623 info@GEE-LITE.com 2047 S Baker Ave, Ontario CA 91761

Submitted by Pulse Products

**Job Name:** TESSMAN RIDGE  
Specifier: STANTEC CONSULTING (SAINT PAUL)

**Catalog Number:** WPC-60W-40K-XX

**Type:** W-B  
PUL SE22-8895

### Cut-Off LED Wall Pack

**Specifications**

**Housing:** Main body castings made of a low copper die cast Aluminum alloy (A360) for a high resistance to corrosion, 0.100" (2.5mm) minimum thickness.

**Driver/Electrical Door:** Removable die-cast aluminum door made of a low copper alloy (A360). Provides access to electronic components/LED drivers. Designed for robust IP68 rated seal using one-piece silicone rubber gasket surrounding the entire perimeter of the electronics compartment.

**Lighting:** Electrical components are RoHS compliant. IP68 sealed light engines. LEDs tested by ISO 12005-2005 according to a high exposure test in accordance with IESNA LM-80 g3/g4/g5 extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

**LED Module:** Composed of high performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White. 4000 Kelvin nominal (D95 +/- 275K). CRI: 70 Min. 161 luminaires also offer 3000K and 5000K color temperatures.

**Optical System:** The advanced LED optical systems provide IES Types 2, 3, and 4 distributions. Composed of high performance UV stabilized optical grade polymer refractor lenses to achieve desired distribution optimized to get maximum spacing. Bright lenses and superior lighting uniformity. Systems in rated IP68. Performance shall be tested per IES LM-79 and TM-18 (ESNA) verifying its photometric performance. Dark sky compliant with this lighting and LO per IESNA TM-18. Designed and tested to rating 800V in accordance with European standard EN 62282 (equivalent of International standard IEC 62282-2002).

**General Description:** The WPC is a Cut-Off style wall pack designed to eliminate light pollution while using forward-throw optic to maximize light utilization. A wide range of control options are available including Occ sensor, PhotoCell and Emergency backup.

**Construction:** Heavy duty aluminum housing - Forward throw optic - IP65 for wet and damp locations

**Mounting:** Regular in-wall J-box

**Electrical:** High Power Factor, low THD UL listed driver with 5KV surge protection. Universal line voltage input 120-277V, 347/480V optional -0-10V dimmable optional

**Optical:** On-Chip forward-throw optic to maximize light utilization.

**Controls:** -Button style eye photocell. -Bi-Level Occupancy sensor. -Build-in emergency backup.

**Warranty:** -5 years warranty for complete fixture

**Listings:** UL DLC RoHS IP65

**Lighting Layout:**

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TESSMAN RIDGE APARTMENTS

PROJECT TITLE

ISSUE NO. 1 2 3 4 5

DATE: 08/29/2022 10/12/2022 02/09/2023 02/29/2023 03/17/2023

DESCRIPTION: CITY SUBMITTAL CITY RESUBMITTAL PRICING SET REVISIONS SUBMITTAL 95% CONSTRUCTION DOCUMENTS

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

DATE: PROJECT NO.: 227705017 DWN BY: HKK CHKD BY: JRA APPD BY: JRA ISSUE DATE: 03/17/2023 ISSUE NO.: 5 SHEET TITLE: PHOTOMETRIC DETAILS SHEET NO.: 3-SHEET

Stantec 733 MARQUETTE AVE SUITE 1000 MINNEAPOLIS, MN 55402 WWW.STANTEC.COM

Duffy Development Company, Inc. 6900 85TH AVE N BROOKLYN PARK, MN 55445

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.7	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Operations and Maintenance Utilities Division
<b>Resolution:</b>	X	<b>Prepared By:</b>	Richard Luckow, Public Utilities Superintendent
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Dan Ruiz, Director
<b>Item:</b>	Authorize Participation in Grant Program with the Metropolitan Council Environmental Services (MCES) for Reduction of Sanitary Sewer Inflow and Infiltration		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023- \_\_\_\_\_ TO AUTHORIZE PARTICIPATION IN A GRANT PROGRAM WITH THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES) FOR REDUCTION OF SANITARY SEWER INFLOW AND INFILTRATION.

## Overview:

The Minnesota State Legislature appropriated \$5,000,000 for the repair and replacement of sanitary sewer systems. The overall goal was to reduce the amount of inflow and infiltration (clear water) entering the sanitary system to save money at the central treatment plant operated by the Metropolitan Council. The funds are to be dispersed through a grant program, and the City of Brooklyn Park applied for a grant along with more than 50 other Metro cities.

The City was notified that it would be eligible for \$5,503 upon completion of various repairs and replacement of eligible items such as sanitary sewer pipes and manholes. The time period for the eligible reimbursable corrective work items runs from January 2021 through December 2022, and the City has completed numerous projects to submit.

## Primary Issues/Alternatives to Consider:

One of the requirements of the grant is that the City submit a City Council Resolution authorizing its participation in the program and enter into an agreement with the MCES, hence the reason for this Council Action. The due date for the reimbursement submittal and agreement is March 31, 2023.

## Budgetary/Fiscal Issues:

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

## Attachments:

4.7A RESOLUTION

RESOLUTION #2023-

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

WHEREAS, the Minnesota State legislature has appropriated \$5,000,000 in general appropriation bond funds for grants to municipalities to reduce inflow and infiltration in their public system infrastructure; and

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

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

WHEREAS, the City was notified by MCES on March 16, 2023 of approval to participate in the grant program; and

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

WHEREAS, the City was notified by an MCES publication of an estimated final reimbursement amount (FRA) of \$5,553.00.

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

1. The City Council hereby authorizes the City's participation in the MCES Municipal Inflow and Infiltration Grant Program.
2. The Mayor and City Manager are hereby authorized and directed to execute an agreement drafted by the Metropolitan Council and City Attorney.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.8	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Erin McDermott, Associate Planner
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Paul Mogush, Planning Director
<b>Item:</b>	Development Bond Reductions/Releases		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, FOR A RELEASE OF THE PERFORMANCE BONDS #82C235037 (\$1,355,00.00) AND 82C235038 (\$735,700.00) BY LIBERTY MUTUAL, FOR SUBSTANTIAL COMPLETION OF THE ONSITE IMPROVEMENTS OF THE "NORTHPARK V AND VI" PROJECT #21-101 LOCATED AT 10501 WINNETKA AVE N FOR SCANNELL PROPERTIES #377, LLC.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, FOR A RELEASE OF THE PERFORMANCE BOND #1117 (\$32,500.00) BY WESTERN BANK, RELEASE OF THE ENGINEERING ESCROW (\$945.92), FOR SUBSTANTIAL COMPLETION OF THE ONSITE IMPROVEMENTS OF THE "EXCELL ACADEMY ADDITION" PROJECT #20-102 LOCATED AT 6510 ZANE AVE N FOR FRIENDS OF EXCELL ACADEMY.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO RELEASE PERFORMANCE BOND #30127241 (\$895,800.00) BY WESTERN SURETY COMPANY, RELEASE THE DEVELOPERS BOND (\$27,909.00), AND RELEASE THE CASH BOND (\$47,100) FOR SATISFACTORY COMPLETION OF THE "RASMUSSEN UNIVERSITY" PROJECT #21-107 LOCATED AT 5555 96<sup>TH</sup> AVE N FOR THE OPUS GROUP.

## Overview:

City Code requires performance bonds and developer's escrows be established as part of the development process. As projects progress, staff works with developers on the release of financial securities. For many large projects such as the partial release request presented here for the Rasmussen development, there have been partial releases as work has been completed. In these instances, the Planning and Engineering Divisions have completed inspections to ensure the work was completed, and to ensure that remaining balances will cover the scope of work that has yet to be completed. The NorthPark V and VI, and Excell Academy projects are substantially complete, and the Operations and Maintenance Department has requested \$5,000.00 be retained to ensure completion of the final required items on the Rasmussen project before closing the escrow accounts.

**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>	4.9	<b>Meeting Date:</b>	March 27, 2023
<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>	Tobacco License for Noble Gas Inc. dba Noble Mobil, Located at 9500 Noble Parkway North, Brooklyn Park, MN 55443		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO APPROVE A TOBACCO LICENSE FOR NOBLE GAS INC. DBA NOBLE MOBIL, LOCATED AT 9500 NOBLE PARKWAY NORTH, BROOKLYN PARK, MN 55443.

## Overview:

This is a new tobacco license for Noble Gas Inc. dba Noble Mobil, at 9500 Noble Parkway North, Brooklyn Park, MN. The previous business owners of Noble Mobil held a tobacco license. Due to a change in business ownership, a new tobacco license is required.

The Police Department has completed their investigation of the owner and manager. The Community Development Department approved the application on March 21, 2023. There are no known code violations at this location. The Police and Community Development Departments recommend approval of this Tobacco Sales license.

**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>	4.10	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development Rental and Business Licensing
<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>Item:</b>	Approve a Temporary On-Sale Liquor License for the Church of St Vincent de Paul for their Auction for Education to be held April 22, 2023, at 9100 93 <sup>rd</sup> Avenue North		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO APPROVE A TEMPORARY ON-SALE LIQUOR LICENSE FOR THE CHURCH OF ST VINCENT DE PAUL FOR THEIR AUCTION FOR EDUCATION TO BE HELD APRIL 22, 2023, AT 9100 93<sup>RD</sup> AVENUE NORTH.

## Overview:

St Vincent de Paul is hosting their Auction for Education on April 22, 2023, on parish grounds, 9100 93rd Avenue North. The hours of the event are 5:30 to 10:30 p.m. and the event will be held indoors.

The Community Development Department has approved the application and the Police Department has completed their investigation of the applicant. There are no known code violations at the property and staff recommend approval of the Temporary On-Sale Liquor license.

**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>	4.11	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Finance Department
<b>Resolution:</b>	X	<b>Prepared By:</b>	LaTonia Green, Finance Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	4	<b>Presented By:</b>	LaTonia Green
<b>Item:</b>	Resolution Approving Amendments to Oxbow Lake Care Center, LLC Notes and Authorize Execution and Delivery of Allonges		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023 \_\_\_\_\_ APPROVING AMENDMENTS TO THE AMENDED AND RESTATED HEALTHCARE FACILITIES REVENUE NOTE (OXBOW LAKE CARE CENTER, LLC PROJECT), SERIES 2011A, SENIOR HOUSING REVENUE REFUNDING NOTE (OXBOW LAKE CARE CENTER, LLC PROJECT), SERIES 2015A AND SENIOR HOUSING REVENUE REFUNDING NOTE (OXBOW LAKE CARE CENTER, LLC PROJECT), SERIES 2015B; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ALLONGE TO EACH OF THE SERIES 2011A, 2015A, AND 2015B NOTES.

## Overview:

In July of 2010, the City received a letter of application to issue tax exempt bonds through the city (conduit debt) from St. Therese at Oxbow Lake, Inc. The company requested to issue bonds through the city to create a full continuum of care at the site. This plan was accomplished by the addition of 64 skilled nursing beds in 62 private suites and 1 semi-private suite. This added a total of 67,186 square feet to the facility and also included a common area extensive health and wellness/life balance center with both a warm water and hydro-therapy pool. It was anticipated that this project would create approximately 75 new full-time positions.

On August 2, 2010, the City Council adopted a resolution setting a public hearing for the preliminary authorization to issue bonds. On August 23, the City Council held a public hearing and adopted a preliminary resolution related to the issuance of the bonds. Please keep in mind that the City had no obligation with the conduit debt issue and does collect a fee on the issuance of 0.5% of the amount of the bonds issued, plus an annual fee of 1/10% of the average outstanding bonds.

On October 4, 2010, the City Council adopted a resolution authorizing the issuance of up to \$17 million in bonds.

Due to year-end 2010 turmoil in the markets and Congress not continuing municipal bonding thresholds that were in place in 2010, the borrower delayed the financing and restructured the request to be a tax-exempt "bank-qualified" bond issue. This change limited Brooklyn Park's total participation to \$10 million. The borrower asked the City of Champlin to issue \$7 million in bonds to make up the difference. The City of Champlin approved a resolution to issue the bonds.

In addition, the borrower moved from a public offering bond structure to a private placement structure with Bremer Bank. The change in structure was appropriate. The City had used similar private placement structure to place the bonds in the past.

In 2015, St Therese at Oxbow Lake, LLC, and Oxbow Lake Care Center, LLC requested that the City undertake the refunding of Series 2005 Notes that were issued by other cities.

The five-year London Interbank Offered Rate (LIBOR) Swap formula was proposed to be substantially lower than the outstanding Series 2005 Notes.

Currently the use of the LIBOR is being phased out and will no longer be available after June 30,2023. As of the next interest adjustment date, the Lender has informed the City and the Borrower that the interest on the Notes, will be calculated using the 5-year Treasury Constant maturity index and the change must be reflected on the Notes.

Staff is requesting Council to approve amendment to the amended and restated Healthcare Facilities Revenue Note, Series 2011A, Senior Housing Revenue Refunding Note, Series 2015A and Senior Housing Revenue Funding Note, Series 2015B.

Additionally, the Council is being asked to authorize the execution and delivery of an allonge to each of the series 2011A, 2015A, and 2015B Notes.

**Budgetary/Fiscal Issues:**

The annual administration fee is currently being paid and will continue.

**Attachments:**

- 4.11A RESOLUTION
- 4.11B ALLONGE TO SERIES 2011A NOTE
- 4.11C ALLONGE TO SERIES 2015A NOTE
- 4.11D ALLONGE TO SERIES 2015B NOTE

RESOLUTION #2023-

RESOLUTION APPROVING AMENDMENTS TO THE AMENDED AND RESTATED HEALTHCARE FACILITIES REVENUE NOTE (OXBOW LAKE CARE CENTER, LLC PROJECT), SERIES 2011A, SENIOR HOUSING REVENUE REFUNDING NOTE (OXBOW LAKE CARE CENTER, LLC PROJECT), SERIES 2015A AND SENIOR HOUSING REVENUE REFUNDING NOTE (OXBOW LAKE CARE CENTER, LLC PROJECT), SERIES 2015B; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ALLONGE TO EACH OF THE SERIES 2011A, 2015A, AND 2015B NOTES

WHEREAS, on July 12, 2011, pursuant to a resolution adopted by the City Council of the City of Brooklyn Park, Minnesota (the “City”) on June 20, 2011 (the “2011 Resolution”), the City issued its Healthcare Facilities Revenue Note (Oxbow Lake Care Center, LLC Project), Series 2011A (the “Original 2011A Note”), in the original aggregate principal amount of \$10,000,000.00, and loaned the proceeds thereof to Oxbow Lake Care Center, LLC, a Minnesota limited liability company (the “Borrower”), pursuant to a Loan Agreement, dated as of July 1, 2011 (the “Original 2011 Loan Agreement”), between the City and the Borrower, for the purposes of financing the acquisition, construction, and equipping of a skilled-nursing-care facility located at 9751 Regent Avenue North in the City and paying costs of issuance of the Original 2011A Note; and

WHEREAS, on June 9, 2015, pursuant to a resolution adopted by the City Council of the City on April 13, 2015 (the “2015 Resolution”), the City issued its (i) Senior Housing Revenue Refunding Note (Oxbow Lake Care Center, LLC Project), Series 2015A (the “2015A Note”), in the original aggregate principal amount of \$10,000,000.00; (ii) Senior Housing Revenue Refunding Note (Oxbow Lake Care Center, LLC Project), Series 2015B (the “2015B Note”), in the original aggregate principal amount of \$7,717,257.86; and (iii) Taxable Senior Housing Revenue Refunding Note (Oxbow Lake Care Center, LLC Project), Series 2015C (the “2015C Note”), in the original aggregate principal amount of \$460,000.00, and loaned the proceeds thereof to the Borrower pursuant to a Loan Agreement, dated June 9, 2015 (the “2015 Loan Agreement”), between the City and the Borrower, for the purposes of refinancing the acquisition, construction, and equipping of a senior rental housing facility located at 5300—97th Avenue North in the City and paying costs of issuance of the 2015A Note, 2015B Note, and 2015C Note; and

WHEREAS, Bremer Bank, National Association, a national banking association (the “Lender”), purchased from the City the Original 2011A Note, the 2015A Note, the 2015B Note, and the 2015C Note (which is no longer outstanding); and

WHEREAS, pursuant to the 2015 Resolution, the City also approved the restructuring and amendment of certain provisions of the Original 2011A Note and the reissuance thereof caused by such amendments, as well as amendments to certain documents executed and delivered in conjunction with the issuance of the Original 2011A Note, including the Original 2011 Loan Agreement (as amended, the “2011 Loan Agreement”); and

WHEREAS, on June 9, 2015, pursuant to the 2015 Resolution, the City amended, restated, and reissued the Original 2011A Note, in the original aggregate principal amount of \$9,459,318.61, re-designated as the Amended and Restated Healthcare Facilities Revenue Note (Oxbow Lake Care Center, LLC Project), Series 2011A (together with the Original 2011A Note, the “2011A Note”); and

WHEREAS, pursuant to the terms of the 2011A Note, the 2015A Note, and the 2015B Note (collectively, the “Notes”), the interest rate on each of the Notes is adjustable on certain dates at rates determined by the Lender using the five-year London Interbank Offered Rate (“LIBOR”) Swap formula; and

WHEREAS, the use of LIBOR is currently being phased out and will no longer be available after June 30, 2023; and

WHEREAS, the Lender has informed the City and the Borrower that, as of the next interest adjustment date with respect to the 2011A Note (January 12, 2033) and the 2015A and 2015B Notes (June 9, 2025), interest on the Notes will be calculated using the 5-year Treasury Constant Maturity index, and such change (the "Amendment") must be reflected in the Notes; and

WHEREAS, Kennedy & Graven, Chartered, as bond counsel to the City, has represented that such Amendment to the Notes will not be considered a significant modification of the Notes and will not result in the reissuance of the Notes for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended, as the applicable rate for each of the Notes has been replaced with a qualified floating rate (as defined in Treasury Regulation Section 1.1275-5(b)); and

WHEREAS, there has been presented before the City Council forms of Allonges, one for each of the Notes (the "Allonges"), which incorporate the proposed Amendment to the respective Notes.

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

1. The City Council hereby consents to, approves, authorizes, and directs the execution of the Allonges by the Mayor and the City Manager, substantially in the forms on file with the City on the date hereof, which are hereby approved, with such changes as shall be approved by the Mayor and the City Manager; provided that the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such approval.

2. As provided in the 2011 Loan Agreement and the 2015 Loan Agreement (together, the "Loan Agreements"), and the 2011 Resolution and 2015 Resolution, the Notes shall not be payable from nor charged upon any funds other than the revenues pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Notes shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Notes or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreements and the revenues and assets thereunder, which have been assigned to the Lender. The Notes shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreements, and the revenues and assets thereunder, which have been assigned to the Lender.

3. The Mayor and/or the City Manager are authorized and directed to execute and deliver any additional documents or certificates deemed necessary to carry out the transactions described in the Allonges and the intention of this resolution.

4. This resolution shall be in full force and effect from and after its passage.

## ALLONGE TO SERIES 2011A NOTE

This Allonge to Note is dated and effective as of \_\_\_\_\_, 2023 (the "Effective Date") and is attached to and made a part of that certain Healthcare Facilities Revenue Note (Oxbow Lake Care Center, LLC Project), Series 2011A, (the "Original Note"), dated July 12, 2011, issued by the City of Brooklyn Park, Minnesota, a home rule city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the "Issuer"), in the original principal amount of \$10,000,000.00 in favor of Bremer Bank, National Association, a national banking association ("Lender"), as amended, restated, and reissued by the Issuer on June 9, 2015, in the original aggregate principal amount of \$9,459,318.61, and re-designated as the Amended and Restated Healthcare Facilities Revenue Note (Oxbow Lake Care Center, LLC Project), Series 2011A (together with the Original Note, the "Note"). The Note is currently outstanding in the principal amount of \$6,970,819.33. Proceeds of the Original Note were loaned to Oxbow Lake Care Center, LLC, a Minnesota limited liability company (the "Borrower"), pursuant to a Loan Agreement, dated as of July 1, 2011, between the Issuer and the Borrower.

Due to the unavailability of the Five-Year LIBOR Swap Rate (as defined in the Note) after June 30, 2023, and as contemplated by the terms of the Note in the event of such unavailability, the definition of "Five-Year LIBOR Swap Rate" shall be deleted and Paragraph 2 of the Note is hereby deleted and replaced in its entirety with the following:

"2. On the First Adjustment Date, the interest rate on this Note shall be adjusted to a fixed rate per annum equal to the greater of: (i) 4.35 percent per annum; or (ii) the lesser of (a) 8.00 percent per annum, or (b) the rate per annum equal to seventy percent (70%) of the sum of 290 basis points plus the then current Ten-Year LIBOR Swap Rate (the "First Adjusted Rate"). Interest shall accrue on this Note from the First Adjustment Date to June 9, 2015 (the "Second Adjustment Date") at the First Adjusted Rate.

On the Second Adjustment Date, the interest rate on this Note shall be adjusted to the then current Seven-Year LIBOR Swap Rate (as hereinafter defined) plus 2.35 percent, factored at 70 percent (the "Second Adjusted Rate"). Interest shall accrue on this Note from the Second Adjustment Date to January 12, 2023 (the "Third Adjustment Date") at the Second Adjusted Rate of 3.100% per annum.

On the Third Adjustment Date, the interest rate on this Note shall be adjusted to the then current Ten-Year LIBOR Swap Rate (as hereinafter defined) plus 2.50 percent, factored at 70.00 percent (the "Third Adjusted Rate"). Interest shall accrue on this Note from the Third Adjustment Date to January 12, 2033 (the "Fourth Adjustment Date") at the Third Adjusted Rate. In no event shall the interest rate of this Note be adjusted by more than 2.15 percent on the Third Adjustment Date.

On the Fourth Adjustment Date, the interest rate on this Note shall be adjusted to the then current 5 Year Treasury Constant Maturity Rate (as hereinafter defined) plus 2.32 percent, factored at 70.00 percent (the "Fourth Adjusted Rate"). Interest shall accrue on this Note from the Fourth Adjustment Date through January 12, 2038 (the "Maturity Date") at the Fourth Adjusted Rate. In no event shall the interest rate of this Note be adjusted by more than 1.50 percent on the Fourth Adjustment Date.

"5 Year Treasury Constant Maturity Rate" means as of the determination date an interest rate subject to change from time to time based on changes in an independent index which is the business day rate on the U.S. Treasury securities adjusted to a constant maturity of 5 years as is published in the Federal Reserve Statistical Release and Historical Data (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying the Borrower and the City. The Lender will tell the Borrower and the City the current Index upon their request. The determination of the 5 Year Treasury Constant Maturity Rate made by the Lender shall be final and conclusive, absent manifest error.

In the event that any Loan Repayment, as hereinafter defined, is more than ten (10) days late, the interest rate on this Note shall be immediately increased to the sum of: (i) the then applicable interest rate per annum on this Note; plus (ii) two percent (2.00%) per annum (the "Default Rate"). The Default Rate shall remain in effect for as long as there is an uncured Event of Default under the Loan Agreement, as amended by the Amendments to Documents, as such term is hereinafter defined.

The first adjustment to the interest rate on this Note shall be made and become effective as of the First Adjustment Date and the interest rate as adjusted shall remain in effect through and including the day immediately preceding the Second Adjustment Date. The second adjustment to the interest rate on this Note shall be made and become effective as of the Second Adjustment Date and the interest rate as adjusted shall remain in effect through and including the day immediately preceding the Third Adjustment Date. The third adjustment to the interest rate on this Note shall be made and become effective as of the Third Adjustment Date and the interest rate as adjusted shall remain in effect through and including the days immediately preceding the Fourth Adjustment Date. The fourth adjustment to the interest rate on this Note shall be made and become effective as of the Fourth Adjustment Date and the interest rate as adjusted shall remain in effect through the Maturity Date of this Note. If there remains any unpaid principal or interest outstanding on this Note following the Maturity Date, the total of such amounts shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

Interest on this Note shall accrue on the basis of actual days elapsed in a year of 360 days.

"Seven-Year LIBOR Swap Rate" means the 7-year International Swaps and Derivatives Association (ISDA<sup>(R)</sup>) mid-market par interest rate swap rate as published by the Board of Governors of the Federal Reserve System, in Release H.15 as of two Business Days prior to the Second Adjustment Date, or, if not published on the second Business Day prior to the Second Adjustment Date, the Business Day preceding two calendar days prior to the Second Adjustment Date on which such rate is published by such publication. Provided, however, that if such rate is not available on H. 15 then such offered rate shall be otherwise independently determined by the Lender from an alternate, substantially similar, independent source available to the Lender or shall be calculated by the Lender by a substantially similar methodology as that theretofore used to determine such offered rate on H. 15. The determination of the Seven-Year LIBOR Swap Rate made by the Lender shall be final and conclusive, absent manifest error.

"Ten-Year LIBOR Swap Rate" means the 10-year International Swaps and Derivatives Association (ISDA<sup>(R)</sup>) mid-market par interest rate swap rate as published by the Board of Governors of the Federal Reserve System, in Release H.15 as of two Business Days prior to the Third Adjustment Date, or, if not published on the second Business Day prior to the Third Adjustment Date, the Business Day preceding two calendar days prior to the Third Adjustment Date on which such rate is published by such publication. Provided, however, that if such rate is not available on H.15 then such offered rate shall be otherwise independently determined by the Lender from an alternate, substantially-similar, independent source available to the Lender or shall be calculated by the Lender by a substantially similar methodology as that theretofore used to determine such offered rate on H.15. The determination of the Ten-Year LIBOR Swap Rate made by the Lender shall be final and conclusive, absent manifest error.

"Business Day" means a day which is not (a) a Saturday, Sunday, or other day on which banking institutions in the State of Minnesota are closed, or (b) a day on which the New York Stock Exchange or the Federal Reserve is closed.

"Adjustment Date" means the First Adjustment Date, the Second Adjustment Date, the Third Adjustment Date, or the Fourth Adjustment Date."

*(signature page to follow)*



*(signature page to Allonge)*

IN WITNESS WHEREOF, the undersigned representatives of the Issuer, the Lender, and the Borrower have executed this Allonge to Note as of the Effective Date.

ISSUER: City of Brooklyn Park, Minnesota

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

By: \_\_\_\_\_  
Its City Manager

*(signature page to Allonge)*

Agreed to and accepted as of the Effective Date.

LENDER:

Bremer Bank, National Association

By \_\_\_\_\_

Its \_\_\_\_\_

*(signature page to Allonge)*

Agreed to and accepted as of the Effective Date.

BORROWER:

Oxbow Lake Care Center, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

1218.401-2011A Allonge

## ALLONGE TO SERIES 2015A NOTE

This Allonge to Note is dated and effective as of \_\_\_\_\_, 2023 (the "Effective Date") and is attached to and made a part of that certain Senior Housing Revenue Refunding Note (Oxbow Lake Care Center, LLC Project), Series 2015A, (the "Note"), dated June 9, 2015, issued by the City of Brooklyn Park, Minnesota, a home rule city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the "Issuer"), in the original principal amount of \$10,000,000.00 in favor of Bremer Bank, National Association, a national banking association ("Lender"). The Note is currently outstanding in the principal amount of \$6,898,815.66. Proceeds of the Note were loaned to Oxbow Lake Care Center, LLC, a Minnesota limited liability company (the "Borrower"), pursuant to a Loan Agreement, dated as of June 9, 2015, between the Issuer and the Borrower.

Due to the unavailability of the Five-Year LIBOR Swap Rate (as defined in the Note) after June 30, 2023, and as contemplated by the terms of the Note in the event of such unavailability, the definition of "Five-Year LIBOR Swap Rate" shall be deleted and subparagraphs 1(B) and (C) of the Note are hereby deleted and replaced in its entirety with the following:

"(B) On the First Adjustment Date, the interest rate on this Note will be adjusted to a rate per annum equal to the then current 5 Year Treasury Constant Maturity Rate plus 2.32%, factored at 70% (the "First Adjusted Rate"). Such rate shall be in effect until June 9, 2030 (the "Second Adjustment Date").

(C) On the Second Adjustment Date, the interest rate on this Note will be adjusted to a rate per annum equal to the then current 5 Year Treasury Constant Maturity Rate plus 2.32%, factored at 70% (the "Second Adjusted Rate"). Such rate shall be in effect until June 9, 2035 (the "Maturity Date").

"5 Year Treasury Constant Maturity Rate" means as of the determination date an interest rate subject to change from time to time based on changes in an independent index which is the business day rate on the U.S. Treasury securities adjusted to a constant maturity of 5 years as is published in the Federal Reserve Statistical Release and Historical Data (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying the Borrower and the City. The Lender will tell the Borrower and the City the current Index upon their request. The determination of the 5 Year Treasury Constant Maturity Rate made by the Lender shall be final and conclusive, absent manifest error."

*(signature page to follow)*

*(signature page to Allonge)*

IN WITNESS WHEREOF, the undersigned representatives of the Issuer, the Lender, and the Borrower have executed this Allonge to Note as of the Effective Date.

ISSUER: City of Brooklyn Park, Minnesota

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

By: \_\_\_\_\_  
Its City Manager

*(signature page to Allonge)*

Agreed to and accepted as of the Effective Date.

LENDER:

Bremer Bank, National Association

By \_\_\_\_\_  
Its \_\_\_\_\_

*(signature page to Allonge)*

Agreed to and accepted as of the Effective Date.

BORROWER:

Oxbow Lake Care Center, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

1218.401-2015A Allonge

## ALLONGE TO SERIES 2015B NOTE

This Allonge to Note is dated and effective as of \_\_\_\_\_, 2023 (the “Effective Date”) and is attached to and made a part of that certain Senior Housing Revenue Refunding Note (Oxbow Lake Care Center, LLC Project), Series 2015B, (the “Note”), dated June 9, 2015, issued by the City of Brooklyn Park, Minnesota, a home rule city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), in the original principal amount of \$7,717,257.86 in favor of Bremer Bank, National Association, a national banking association (“Lender”). The Note is currently outstanding in the principal amount of \$5,344,670.31. Proceeds of the Note were loaned to Oxbow Lake Care Center, LLC, a Minnesota limited liability company (the “Borrower”), pursuant to a Loan Agreement, dated as of June 9, 2015, between the Issuer and the Borrower.

Due to the unavailability of the Five-Year LIBOR Swap Rate (as defined in the Note) after June 30, 2023, and as contemplated by the terms of the Note in the event of such unavailability, the definition of “Five-Year LIBOR Swap Rate” shall be deleted and subparagraphs 1(B) and (C) of the Note are hereby deleted and replaced in its entirety with the following:

“(B) On the First Adjustment Date, the interest rate on this Note will be adjusted to a rate per annum equal to the then current 5 Year Treasury Constant Maturity Rate plus 2.32%, factored at 70% (the “First Adjusted Rate”). Such rate shall be in effect until June 9, 2030 (the “Second Adjustment Date”).

(C) On the Second Adjustment Date, the interest rate on this Note will be adjusted to a rate per annum equal to the then current 5 Year Treasury Constant Maturity Rate plus 2.32%, factored at 70% (the “Second Adjusted Rate”). Such rate shall be in effect until June 9, 2035 (the “Maturity Date”).

“5 Year Treasury Constant Maturity Rate” means as of the determination date an interest rate subject to change from time to time based on changes in an independent index which is the business day rate on the U.S. Treasury securities adjusted to a constant maturity of 5 years as is published in the Federal Reserve Statistical Release and Historical Data (the “Index”). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying the Borrower and the City. The Lender will tell the Borrower and the City the current Index upon their request. The determination of the 5 Year Treasury Constant Maturity Rate made by the Lender shall be final and conclusive, absent manifest error.”

*(signature page to follow)*



*(signature page to Allonge)*

IN WITNESS WHEREOF, the undersigned representatives of the Issuer, the Lender, and the Borrower have executed this Allonge to Note as of the Effective Date.

ISSUER: City of Brooklyn Park, Minnesota

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

By: \_\_\_\_\_  
Its City Manager

*(signature page to Allonge)*

Agreed to and accepted as of the Effective Date.

LENDER: Bremer Bank, National Association

By \_\_\_\_\_  
Its \_\_\_\_\_

*(signature page to Allonge)*

Agreed to and accepted as of the Effective Date.

BORROWER:

Oxbow Lake Care Center, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

1218.401-2015B Allonge

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	4.12	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	X	<b>Prepared By:</b>	Breanne Rothstein, Economic Development and Housing Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Breanne Rothstein
<b>Item:</b>	Consider Approval of Agreement with Minneapolis Northwest Tourism Board		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_\_ APPROVING SERVICES AGREEMENT WITH MINNEAPOLIS NORTHWEST TOURISM BOARD.

## Overview:

Work continues to develop the future of the Destination Marketing Organization (DMO) for the cities of Brooklyn Park and Brooklyn Center. The last legal step needed to move forward with the Minneapolis Northwest Tourism Board as the city's designated DMO, in partnership with Brooklyn Center, is to consider the revised services agreement. Brooklyn Center is also considering a version of this agreement at their meeting tonight.

The Brooklyn Park City Council is part of a cooperative agreement, signed in 1988, to be a partner in the North Metro Convention and Visitors Bureau (later renamed and DBA "Minneapolis Northwest Tourism"). This agreement expired in December of 2022, and was extended by both City Councils and the Board to April 1, 2023, to allow for the negotiation of a new services agreement.

## Background:

In 2021, the City gave notice, required to be 18 months per the contract, to remove itself from the Minneapolis Northwest Tourism (MNTB). This was in response to Maple Grove voting to remove itself, and thereby reducing the overall budget by 50%. COVID also had a significant impact on revenue, and the organization lost nearly 75% overall of its revenue between 2020 and 2021.

Clarity of Place, a hired consultant, spent nine months conducting extensive interviews with city officials, hoteliers, Board members, and community representatives, and included conducting two 4-hour design workshops. After a significant study of the options to provide tourism and marketing services in each city, Brooklyn Park and Brooklyn Center each voted to move forward in partnership together as two cities, and to work with the existing Minneapolis Northwest Tourism organization.

In August of 2022, both Councils directed staff to move forward in partnership with each other to re-brand and re-ignite MNTB. This council action included the following directives, all of which have been satisfied:

- 1) Re-write the bylaws for elections and board composition to include more city representation on the board
- 2) Re-write the articles of incorporation and amend the agreement
- 3) Develop a job description for a new CEO/Executive Director
- 4) Provide recommendations on re-branding into 2023 and 2024

Based on these actions, the City Council voted in December of 2022 to rescind the original notice to withdraw from the Minneapolis Northwest Tourism organization. The action also included authorizing the execution of an amendment to the original 1988 agreement with MNTB to extend the current agreement until April 1, 2023, to facilitate the creation of a new agreement. The proposed action tonight considers approval of this new services agreement.

### Primary Issues/Alternatives to Consider:

- ***What are the key terms of the proposed services agreement?***

***Duration*** – 3.5 year initial term, automatically renewing on an annual basis, subject to termination clause

***Termination clause*** – 30-day notification for breach of contract, otherwise nine months written notice

***Cost*** – 95 percent of the collected lodging tax (pass through), estimated at \$400K per year

***Scope*** –

- a. Prepare and execute an annual tourism marketing strategy that utilizes a multi-faceted approach to attract visitors to the destination, which includes multiple cities, including, but not limited to:
  - i. Provide marketing support in the form of websites, social media content, fliers, maps, guides, search engine optimization, media coverage, involvement as a sponsor of City festivals and events, and digital marketing;
  - ii. Attend trade organization events, and other events that will elevate awareness of the destination and facilitate overnight bookings for the City and other member cities;
  - iii. Assist the City in elevating its brand regionally and nationally; and
  - iv. Market overnight lodging options within the City and other member cities to the Greater Twin Cities regional experience;
- b. Market attractions, venues, special events restaurants, and entertainment opportunities;
- c. Tell the stories of the businesses, individuals, and history of the City, and other member cities, as a place to visit;
- d. Work to improve the reputation of the City regionally and nationally; and
- e. Highlight the assets of the City.

- ***What is the board composition?***

As part of this services agreement, MNTB board composition shall consist of a majority of members appointed by member cities. This includes one elected official, one staff, and one hotelier appointed by each city annually. This requires a bylaws amendment with a deadline of October 1, 2023.

- ***What are performance standards or criteria?***

The Board shall submit a budget and business plan and an annual report to member city councils on an annual basis. The Board shall also submit quarterly financial statements showing expenses.

- ***What are the next steps?***

If approved, the Board will begin implementation of their 2023 work plan, which is attached. It is also anticipated that a Board retreat will be scheduled.

### Budgetary/Fiscal Issues:

This services agreement requires that the city collect and pass through 95% of the lodging tax collected from hotel stays to Minneapolis Northwest Tourism Board on a monthly basis. In exchange, the Board must complete the services listed in the agreement.

**Attachments:**

- 4.12A RESOLUTION
- 4.12B SERVICES AGREEMENT
- 4.12C 2023 WORK PLAN

RESOLUTION #2023-

CITY OF BROOKLYN PARK, HENNEPIN COUNTY, MINNESOTA

RESOLUTION APPROVING SERVICES AGREEMENT WITH MINNEAPOLIS NORTHWEST TOURISM BOARD

WHEREAS, the city of Brooklyn Park ("City") has been a member of the North Metro Convention and Tourism Bureau d/b/a Minneapolis Northwest Tourism Board ("MNTB") since 1986; and

WHEREAS, in May 2021, the city of Maple Grove declared its intent to withdraw from the MNTB leaving the City and the city of Brooklyn Center as the only two remaining members of MNTB; and

WHEREAS, in June 2021, the City and Brooklyn Center each provided notice to MNTB of the City's intent to withdraw its membership from MNTB effective December 31, 2022; and

WHEREAS, in July 2022, the City and Brooklyn Center passed resolutions signifying their willingness to consider remaining members of MNTB if certain conditions were met by December 1, 2022; and

WHEREAS, in December 2022, the City voted to rescind its withdrawal from MNTB, to extend the existing contract to April 1, 2023, and to direct staff to prepare a revised services agreement with MNTB; and

WHEREAS, the MNTB voted to approve the services agreement at their meeting on March 22, 2023; and

WHEREAS, the City and Brooklyn Center worked with MNTB to make substantial progress on the partnership, and the City has determined that given the progress made to this point, it would like to continue making improvements to the relationship between the City, Brooklyn Center, and MNTB.

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

1. The City desires to remain a member of MNTB, contingent upon on the city of Brooklyn Center also remaining a member of MNTB.
2. The City hereby approves a services agreement with Minneapolis Northwest Tourism Board.

**AGREEMENT FOR PROFESSIONAL SERVICES**

BETWEEN: City of Brooklyn Park, Minnesota

AND: North Metro Minneapolis Convention & Visitors Bureau, d/b/a  
Minneapolis Northwest Tourism

EFFECTIVE DATE: April 1, 2023

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2023, effective as set forth above, by and between the City of Brooklyn Park, a Minnesota municipal corporation, hereafter referred to as the “City”, and the North Metro Minneapolis Convention & Visitors Bureau, d/b/a Minneapolis Northwest Tourism, a Minnesota nonprofit corporation, hereafter referred to as “the Tourism Bureau”.

**RECITALS**

- A. Minnesota Statutes, section 469.190 and City Code, section 34.20-34.36 authorizes the imposition of a tax of three percent on gross receipts from the furnishing of lodging within the City to fund a local convention or tourism bureau for the purpose of marketing and promoting the City as a tourist or convention center.
- B. The City desires to engage the Tourism Bureau to provide the marketing and promotion professional services described in this Agreement and the Tourism Bureau is willing to provide such services on the terms and conditions set forth herein as part of an organization that serves multiple cities.

**AGREEMENT**

1. **Services to be Provided.** The Tourism Bureau agrees to provide the City with marketing and promotion professional services as set forth in this Agreement, and any obligations within this Agreement or supplemental letter agreements entered into between the City and the Tourism Bureau. The Tourism Bureau may also provide services not explicitly stated in this Agreement, as it sees fit; provided, that the additional services fall within its designated scope of work. The Tourism Bureau shall be responsible for providing the following services:
  - a. Prepare and execute an annual tourism marketing strategy that utilizes a multi-faceted approach to attract visitors to the destination, which includes multiple cities, including, but not limited to:
    - i. Provide marketing support in the form of websites, social media content, fliers, maps, guides, search engine optimization, media coverage, involvement as a sponsor of City festivals and events, and digital marketing;



- ii. Attend trade organization events, and other events that will elevate awareness of the destination and facilitate overnight bookings for the City and other member cities;
  - iii. Assist the City in elevating its brand regionally and nationally; and
  - iv. Market overnight lodging options within the City and other member cities to the Greater Twin Cities regional experience;
- b. Market attractions, venues, special events restaurants, and entertainment opportunities;
  - c. Tell the stories of the businesses, individuals, and history of the City, and other member cities, as a place to visit;
  - d. Work to improve the reputation of the City regionally and nationally; and
  - e. Highlight the assets of the City.

(the “Services”)

2. **Contractor Reporting and Approval Duties.** In addition to the marketing and promotional Services described in Section 1, the Tourism Bureau will also submit the following documents for review:

- a. **Annual Budget and Business Plan.** The Tourism Bureau shall submit a preliminary annual budget and business plan to the City by August 31 of each year detailing the proposed use of City provided lodging tax funds from the next calendar year. A final annual budget and business plan detailing the use of City provided lodging tax funds shall be submitted for review to the City Council by November 30 of the year prior to the year in which Tourism Bureau is requesting funds. The Tourism Bureau shall also provide a presentation to the City Council along with an overview of the annual budget and business plan. The annual business plan should detail the tourism promotion programs tied to the annual budget and metrics for determining the success of the promotion programs.

The annual budget must include the salary of any employee, officer, director or trustee required to be reported on IRS Form 990.

- b. **Annual Report.** The Tourism Bureau shall submit an annual report to the City by August 31 of each year, at the same time as the preliminary budget is submitted. This report must include how the City’s lodging tax dollars were spent during the previous year.
- c. **Quarterly Financials.** The Tourism Bureau shall provide the City’s Finance Director, or designee, with a quarterly financial statement. The financial statement shall show: (a) list of bills/expense report; (b) budget to actual statement; and (c) current fund balance.

3. **Term.** The term of this Agreement shall commence on April 1, 2023 (the “Commencement Date”) and end on December 31, 2026 (the “Term”). After the Term, this Agreement shall automatically renew for additional one-year terms, unless the City and the Tourism Bureau agree otherwise. Throughout the Term and any annual extension beyond the Term, this Agreement shall be subject to termination by either party pursuant to Section 4 below. This Agreement will continue until cessation by mutual agreement of both parties or until termination by one of the parties in accordance with the following provisions.
4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - a. The parties, by mutual written agreement, may terminate this Agreement at any time.
  - b. Tourism Bureau may terminate this Agreement in the event of a breach of the Agreement by the City upon providing nine (9) months’ written notice to the City.
  - c. The City may terminate this Agreement by providing thirty (30) days’ written notice at any time for breach upon written notice to the Tourism Bureau, so long as the Tourism Bureau is given the opportunity to cure the breach within the thirty (30)-day period between the termination notice and effective date of termination.
  - d. The City may terminate this agreement for any reason, or no reason, upon nine (9) months’ written notice to the Tourism Bureau.
  - e. The City may terminate this Agreement immediately upon the Tourism Bureau’s failure to have in force any insurance required by this Agreement.

Except as provided in Section 5 below, in the event of a termination, the City shall pay the Tourism Bureau for Services performed to the date of termination.

5. **Remedies.**
  - a. In the event of a termination of this Agreement by the City because of a breach by the Tourism Bureau, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof.
  - b. The foregoing remedies provided to City for breach of this Agreement by Tourism Bureau shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Tourism Bureau’s breach.
6. **Records/Inspection.** This Agreement is subject to the requirements of Minnesota Statutes, section 16C.05, subd. 5. The Tourism Bureau agrees that the City or any authorized representatives of the City may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary for purposes of auditing revenue and

expenditures. The Tourism Bureau agrees to maintain these materials, records, and documents for six years from the date of termination of this Agreement.

7. **Multiple City Participation.** It is contemplated that the Tourism Bureau, in addition to providing services to the city of Brooklyn Park may also provide the services described in this Agreement to other cities. Therefore, it is specifically authorized that funding for such joint promotion will be financed pursuant to this Agreement.
8. **City Representation.** The Board of Directors of the Tourism Bureau shall consist of a majority of members that are appointed by member cities, and each member city shall appoint at least one elected official from the member city, one staff member of the member city, and one representative from a business paying the lodging tax from each member city. The Tourism Bureau shall amend its bylaws by October 1, 2023, to provide that the representatives appointed by member cities will constitute a majority of the Board of Directors and representation by each member city will be equal to any other member city. If the bylaws are not amended to reflect the requirements in this Section 8 by October 1, 2023, this Agreement will terminate on October 2, 2023. The Tourism Bureau hereby agrees that the City's representation on the Tourism Bureau's Board of Directors or Executive Committee will not be diluted, lessened, or eliminated through an amendment to the Tourism Bureau's bylaws, articles of incorporation, or by any other means.
9. **Compensation.** The Services to be provided by the Tourism Bureau for the City pursuant to this Agreement shall be funded from the lodging tax proceeds collected pursuant to Minnesota Statutes, section 469.190 and Sections 34.20-34.36 of the City Code. Any revenues generated by the Tourism Bureau as a result of the contracted Services provided to the City pursuant to this Agreement must be spent by the Tourism Bureau to provide Services in accordance with the terms of this agreement. Funds paid to the City must be provided to the Tourism Bureau by the 15<sup>th</sup> of the month following collection.
10. **Indemnification.** To the fullest extent permitted by law, the Tourism Bureau, and the Tourism Bureau's successors or assigns, agrees to protect, defend, save, and hold harmless the City, its officials, agents, and employees from all claims, suits or actions of any kind, nature or character, and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney's fees, consulting marketing and promotion services, and other technical, administrative or professional assistance resulting from or arising out of the negligence, breach of contract or willful misconduct of the Tourism Bureau or its subcontractors, agents, or employees under this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled.
11. **Insurance.** The Tourism Bureau shall maintain a policy of commercial liability insurance with limits of at least \$1,500,000. The Tourism Bureau shall provide the City with a current certificate of liability insurance. Such certificate of insurance shall name the City as an additional insured.

12. **Independent Contractor.** The Tourism Bureau shall be deemed an independent contractor and not an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits. The Tourism Bureau has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided herein.
13. **Compliance with Laws.** The Tourism Bureau shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
14. **Entire Agreement; Amendments.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Tourism Bureau and supersedes any other written or oral agreements between the City and the Tourism Bureau. This Agreement can only be modified or amended in writing signed by the City and the Tourism Bureau.
15. **Conflict of Interest.** In the event of a conflict of interest, the Tourism Bureau shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide requested marketing and promotion services.
16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and both parties waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
17. **Work Products Ownership.** Upon termination of this Agreement, the City and the Tourism Bureau shall retain ownership of their respective intellectual property such as data bases, client relations software, social media accounts and web pages. Upon termination, the Tourism Bureau agrees to provide copies of any documents produced on the City's behalf.
18. **Data Practices Act Compliance.** Any and all data provided to the Tourism Bureau, received from the Tourism Bureau, created, collected, received, stored, used, maintained, or disseminated by Tourism Bureau pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and specifically Section 13.495. This paragraph does not create a duty on the part of the Tourism Bureau to provide access to public data to the public if the public data are available from the City.
19. **No Discrimination.** The Tourism Bureau agrees not to discriminate in providing Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to termination of this Agreement.

20. **Waiver.** Any waiver by any party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
21. **Survivability.** All covenants, indemnities, guarantees, releases, representations, and warranties of either party or the parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such expiration or termination.
22. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
23. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.
24. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon email to:

Brooklyn Park EDA:  
Sitting EDA Executive Director and Economic Development and Housing Director

Tourism Board:  
Sitting President/CEO and Board Chair

Or such other address as either party may provide to the other by notice given in accordance with this provision.

25. **Party Communication.** It is contemplated by the parties that there will be ongoing meetings and communication with Tourism Bureau staff members and City departments, including those City departments related to community development, recreation, communications, and event planning.

[The rest of this page was left blank intentionally.]

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement for Professional Services in duplicate on the respective dates indicated below.

**CITY OF BROOKLYN PARK**

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

Its:

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

Its:

**NORTH METRO MINNEAPOLIS  
CONVENTION & VISITORS BUREAU,  
D/B/A MINNEAPOLIS NORTHWEST  
TOURISM**

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

Its: \_\_\_\_\_

## MNWT 2023 Workplan Summary

The unified destination of Brooklyn Center and Brooklyn Park (“the Brooklyns”) has the opportunity to better leverage the visitor economy by building on the cities’ diversity and positioning the destination as an ideal location for visitors wanting to access the attractions/amenities to the north/northwest of Minneapolis.

The Brooklyns should also continue to promote the easy of access to Minneapolis and the value of the lodging options in both cities.

As the DMO transitions to representing Brooklyn Center and Brooklyn Park exclusively, MNWT will need to focus its efforts on:

1. Building relationships within the destination, including:
  - A stronger working relationship with the two cities
  - Connections with cultural communities (through support for events)
  - Updating/refining how the organization supports hoteliers and venues in the cities
2. Continuing to re-position the two cities as a unified destination (on the website and external and internal messaging)
3. Understanding the current visitor profile and building strategies to reach desired visitor targets

To this end, the President and CEO should:

### **Create an engagement plan to reengage with destinations partners in the cities**

1. Individual and group meetings with hoteliers and venue operators to understand these stakeholders’ expectations of MNWT in supporting group sales efforts and/or providing market intelligence to support, especially in consideration of the updated positioning of the destination.
2. Build an inventory of the hospitality infrastructure in the two cities and support efforts to create a unified digital “persona” for the destination (Consider using Miles Partnership’s Destination Optimization program to standardize how attractions/amenities in the cities “show” on Google searches)

### **Build a “Connectors” program for the destination**

1. Identifying individuals/organizations in the city that are holding events or have visitor facing attractions which reflect the diversity and character of the cities.
2. Encourage these “connectors” to use their relationships with external audiences and work to bring visitors to the Brooklyns.
3. Provide the connectors collateral/messaging to pique/secure interest in the Brooklyns
4. Work on behalf of connectors with venues and hotels to enhance the visitor/guest experience

### **Manage and adjust marketing/sales efforts**

1. Adjust marketing plans to reflect opportunity to position the destination as an ideal location for visitors wanting to access diverse attractions/amenities in close proximity to Minneapolis
2. Adjust sales approach to support identified needs of the hoteliers
3. Share business intelligence/data with hoteliers/venues on a regular basis

### **Build reporting mechanism to show progress**

1. In collaboration with the Board, develop a set of annual goals for the year
2. Develop and seek approval for a set of metrics by which the MNWT program will be evaluated
3. Set regularly scheduled updates for the City Councils of Brooklyn Center and Brooklyn Park on progress in the above efforts outside the Board meetings.
4. Report on progress on attaining goals at each Board meeting



## Job Description: MNTB President/CEO

Draft for review

**Summary:** Directs all strategic initiatives and leads/manages the working team towards accomplishing the mission of the destination organization. Build and maintain strong relationships within both cities and their respective businesses. Acts as primary spokesperson for the organization. Reports directly to the Board of Directors

**Job Description:** The President of the destination organization is responsible for crafting and managing the strategies of the destination management and marketing organization. This position works closely with the Board of Directors and staffing of each city to illustrate the destination experiences that can be enjoyed in the two cities and overall value of tourism development to Brooklyn Center and Brooklyn Park. The President leads the staff to determine and advance the organization's strategies, the destination's brand, and the relationships with the community. Concentrated reporting of direction, efforts, and results is vital to the success of this position and the organization. As primary spokesperson, the President takes an active role in communicating the positive direction of the destination and managing the crisis communication messages.

### Illustrative Tasks

- Prepares and administers the annual budget for the destination organization serving the Brooklyns to effectively implement all the related aspects of the organization's strategic plan.
- Oversees all facets of the organization's work plan through managing and support the team members and cooperative marketing partners. This includes being an active leader within content development storylines, social media marketing, sales positioning, contact connections, relationship development, and converting bookings.
- Hires, trains, and supervises all team members.
- Develops reporting materials for presentations and updates to industry members, City officials, media and Board of Directors.
- Evaluates effectiveness and efficiency of all programming.
- Reports directly to the Board of Directors.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	5.1	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Public Hearings	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	X	<b>Prepared By:</b>	Sarah Abe, Development Project Coordinator
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	3	<b>Presented By:</b>	Sarah Abe
<b>Item:</b>	Resolution Approving a Modification to the Development Program for Development District No. 1, Establishing Tax Increment Financing District No. 1-28 (a Housing District) Therein and Approving a Tax Increment Financing Plan Therefor		

## City Manager's Proposed Action

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_\_ APPROVING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1, ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 1-28 (A HOUSING DISTRICT) THEREIN AND APPROVING A TAX INCREMENT FINANCING PLAN THEREFOR.

## Overview:

On March 20, 2023, the Brooklyn Park Economic Development Authority (EDA) approved a Tax Increment Financing (TIF) Plan for District No. 1-28, Development Agreement, an Amendment to a Purchase Agreement, and various other documents for the Tessman Ridge project at 6900 85<sup>th</sup> Avenue N by Duffy Development. The financing package includes unobligated TIF funds from other active districts to provide a deferred loan treated as a contribution to the purchase price of the land and issuance of a Pay-As-You-Go TIF Note for increment generated by District No. 1-28 for longer-term financing. In order to establish District No. 1-28, the city must hold a public hearing and approve the TIF Plan, which allows for the collection of tax increment once value is created from the Tessman Ridge project. There are a series of steps required when establishing a housing TIF district, and they are as follows:

- 1) Modify the Development Program for Development District No. 1
- 2) Establish Tax Increment Financing (TIF) District No. 1-28 within Development District No. 1
- 3) Approve the TIF Plan for District No. 1-28

## Background:

The Brooklyn Park EDA has been working with Duffy Development and North Hennepin Community College (NHCC) for several years on the financing, sale, and development of a two-phased proposal. The first phase, which is this TIF district, is a 71-unit apartment building serving a mix of incomes. Rents will be held at 30%-50% of the Area Median Income (AMI) with eight market rate units. The project has received financing from the Metropolitan Council Livable Communities Demonstration Account (LCDA) Development Program (\$1,085,000), Hennepin County's Affordable Housing Incentive Fund (AHIF) (\$925,000) and Accelerator Grant (\$700,000), and an allocation of Low-Income Housing Tax Credits. The land use approvals for this project were approved by both the Planning Commission and the City Council in October 2022.

## Primary Issues/Alternatives to Consider:

- **What is a TIF Plan and why does it need to be updated?**

The TIF Plan is the city's planning document for the district. It outlines the project scope, objectives, and policies for the district, identifies the geographic boundaries, and sets the maximum budgetary authority for the district. This planning document allows for the creation of a new TIF district. It does not approve or grant any specific

amount of TIF assistance to a development. The amount of assistance is determined by the development agreement which was approved by the EDA on March 20, 2023.

- **What is the Development Program for Development District No. 1 and why does it need modification?**

The Development Program for Development District No. 1 establishes the public purpose for the city and the EDA to use its redevelopment authorities under State Statutes. The proposed modifications will include justification to support the proposed project at 6900 85<sup>th</sup> Ave N. The development program evaluates the conditions necessary to use public resources in real estate development and redevelopment activities throughout the city. As shown in the attached location map, Development District No. 1 covers most of the city and encompasses all active TIF districts.

The proposed modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive changes include the establishment of TIF District No. 1-28.

### **What are next steps?**

If this action is approved, the developer will move forward with closing on the property and aims to being in construction this summer. According to the development agreement with the EDA, Duffy must substantially complete the Project by December 31, 2024 and obtain a certificate of occupancy for the Project by June 30, 2025. After this meeting, Ehlers will file the appropriate items with the Minnesota Department of Revenue and the Office of the State Auditor and request the certification of the TIF district with Hennepin County.

### **Budgetary/Fiscal Impacts:**

There are no immediate budgetary or fiscal impacts to the city or EDA general fund as a result of this TIF district. In fact, the city will see a slight increase in property tax collections since the subject property is owned by the State and tax exempt. In addition, a portion of the district-generated revenue will cover all administrative expenses from the operations of the district and once the PAYGO TIF Note is repaid over an anticipated 15 year term, the EDA will collect 100% of the tax increment generated. The total increment anticipated to be generated over the life of the district is \$2.8 million.

### **Attachments:**

- 5.1A RESOLUTION
- 5.1B TIF PLAN
- 5.1C LOCATION MAP

CITY OF BROOKLYN PARK, MINNESOTA

RESOLUTION #2023-

RESOLUTION APPROVING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1, ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 1-28 (A HOUSING DISTRICT) THEREIN AND APPROVING A TAX INCREMENT FINANCING PLAN THEREFOR

WHEREAS, the City of Brooklyn Park, Minnesota (the "City") and the Brooklyn Park Economic Development Authority, a public body corporate and politic (the "EDA"), have undertaken a program to promote economic development and job opportunities, promote the development and redevelopment of land which is underutilized within the City and have created a development district known as Development District No. 1 (the "Development District") in the City, pursuant to Minnesota Statutes, Sections 469.124 to 469.133 (the "Development District Act"), the administration of which has been transferred to the EDA; and

WHEREAS, it has been proposed that the EDA modify the Development Program for the Development District (the "Development Program"); establish Tax Increment Financing District No. 1-28, a housing tax increment financing district (the "TIF District"), within the Development District; adopt the Tax Increment Financing Plan (the "TIF Plan" and, together with the Development Program, the "Plans") therefor; and authorize the execution of certain agreements and documents related thereto (as further described and defined herein); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act"), Minnesota Statutes, Sections 469.001 to 469.047 and Sections 469.090 to 469.1081, all inclusive, as amended (collectively, and together with the TIF Act and the Development District Act, the "Act"), and all as reflected in that certain document entitled in part "Modification to the Development Program - Development District No. 1 and Tax Increment Financing (TIF) Plan - Establishment of Tax Increment Financing District No. 1-28 (a housing district)" and presented for consideration by the City Council of the City (the "Council"); and

WHEREAS, the Council has investigated the facts relating to the Plans and certain information and material (collectively, the "Materials") relating to the TIF Plan and to the activities contemplated in the TIF District have heretofore been prepared and submitted to the Council and/or made a part of the City files and proceedings on the TIF Plan. The Materials include the tax increment application made, project pro forma financial statement, project sources and uses and other information supplied by Tessman Ridge of Brooklyn Park Limited Partnership (or an affiliate of Duffy Development Company, Inc., the "Developer") as to the activities contemplated therein, the items listed under the heading "Supporting Documentation" in the TIF Plan, and information constituting or relating to (1) why the assistance satisfies the so-called "but for" test and (2) the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Materials, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein; and

WHEREAS, the City has performed all actions required by law to be performed prior to the adoption and approval of the Plans, including but not limited to notice to the County Commissioner representing the area of the County to be included in the TIF District, delivery of the Plans to Hennepin County and Independent School District No. 279, and holding a public hearing thereon by the City on the date hereof following notice thereof published in accordance with state law; and

WHEREAS, the Council has considered the documentation submitted in support of the TIF District and the Plans and has considered the information and knowledge gained in hearings upon and during consideration of other matters relating to the proposed development; and

WHEREAS, the TIF District is being established to facilitate the construction by the Developer of an approximately 71-unit multi-family rental housing facility and related amenities and improvements (the "Development") in the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City of Brooklyn Park, Minnesota (the "City"), as follows:

Section 1. Findings for the Adoption and Approval of the Plans.

1.01. The Council hereby finds that the boundaries of the Development District are not being expanded and the Development Program is not being modified other than to incorporate the establishment of the TIF District therein and therefore the Council reaffirms the findings and determinations originally made in connection with the establishment of the Development District and the adoption of the Development Program therefor. The Council hereby finds that: (a) the land within the Development District would not be available for redevelopment without the financial aid to be sought under the Plans; (b) the Plans will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Development District by private enterprise; and (c) the Plans conform to the general plan for the development of the City as a whole, and otherwise promotes certain public purposes and accomplishes certain objectives as specified in the Plans, including without limitation the development of affordable housing. The purposes and development activities set forth in the Development Program, as modified, are hereby expanded to include all development and redevelopment activities occurring within the TIF District.

1.02. The Council hereby finds that the TIF District is in the public interest and is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, because it consists of a project or a portion of a project, intended for occupancy, in part, by persons or families of low and moderate income as defined in Chapter 462A, Title II of the National Housing Act of 1934; the National Housing Act of 1959; the United States Housing Act of 1937, as amended; Title V of the Housing Act of 1949, as amended; and any other similar present or future federal, state or municipal legislation or the regulations promulgated under any of those acts. No more than 20% of the square footage of buildings in the Development that receive assistance from tax increments will consist of commercial, retail or other nonresidential uses.

The Development to be constructed in the TIF District will consist of approximately 71 units of rental housing. The Developer has represented that at least 20% of the rental housing units (i.e., 15 units) will be rented to and occupied by individuals or families whose income is not greater than 50% or less of area median income and that no more than 20% of the square footage of buildings in the Development that receive assistance from tax increments will consist of commercial, retail, or other nonresidential uses.

1.03. The Council hereby makes the following additional findings in connection with the TIF District:

(a) The Council further finds that the proposed Development, in the opinion of the Council, would not occur solely through private investment within the reasonably foreseeable future and, therefore, the use of tax increment financing is deemed necessary. The specific basis for such finding being:

The cost of land acquisition, site and public improvements and utilities in the TIF District makes the Development infeasible without City assistance. Due to decreased rental income from affordable units, there is insufficient cash flow to provide a sufficient rate of return, pay operating expenses, and service the debt. This leaves a gap in the funding for the Development and makes the Development feasible only through assistance, in part, from tax increment financing. The Developer was asked for and provided a letter and a proforma as justification that the Developer would not have gone forward without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

(b) The Council further finds that the TIF Plan conforms to the general plan for the development or redevelopment of the City as a whole. The specific basis for such finding being:

The TIF Plan conforms with the general development plan of the City and will generally complement and serve to implement policies adopted in the City's comprehensive plan. The Development contemplated on the property is in accordance with the existing zoning or approved zoning variances for the property.

(c) The Council further finds that the TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole for the development of the TIF District by private enterprise. The specific basis for such finding being:

Through the implementation of the TIF Plan, the EDA will provide an impetus for residential development, which is desirable or necessary for the increased population and the increased need for workforce and affordable housing within the City. The TIF Plan also helps the City meet its goal of providing more affordable housing options in the City.

1.04. The City elects to retain all of the captured tax capacity to finance the costs of the TIF District and the Development District and elects to delay the receipt of the first increment until tax payable year 2025. Pursuant to Minnesota Statutes, Section 469.177, Subd. 3, the City elects to calculate fiscal disparities under clause (b) (inside).

1.05. The provisions of this Section 1 are hereby incorporated by reference into and made a part of the TIF Plan and the findings set forth in Appendix C to the TIF Plan are hereby incorporated by reference into and made a part of this resolution.

1.06. The Council further finds that the Plans are intended and in the judgment of the Council their effect will be to promote the public purposes and accomplish the objectives specified in the TIF Plan for the TIF District and the Development Program for the Development District.

Section 2. Approval and Adoption of the Plans; Policy on Interfund Loans and Advances.

2.01. The TIF District is hereby established and the Plans, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the Executive Director of the EDA. Approval of the Plans does not constitute approval of any project or a development agreement with any developer. The Director of Community Development, or her designee, is hereby directed to request, in writing, the Hennepin County Auditor to certify the new TIF District and to file the Plans with the Commissioner of Revenue and the Office of the State Auditor.

2.02. The Council hereby approves a policy on interfund loans or advances ("Loans") for the TIF District, as follows:

(a) The authorized tax increment eligible costs (including without limitation out-of-pocket administrative expenses in an amount up to \$289,040, interest in an amount up to \$370,865 and other development costs in an amount up to \$2,519,534) payable from the TIF District, as provided in the TIF Plan as originally adopted or as it may be amended, may need to be financed on a short-term and/or long-term basis via one or more Loans, as may be determined by the City Finance Director from time to time.

(b) The Loans may be advanced if and as needed from available monies in the City's general fund or other City fund or account designated by the City Finance Director. Loans may be structured as draw-down or "line of credit" obligations of the lending fund(s).

5.1A RESOLUTION  
Page 6

(c) Neither the maximum principal amount of any one Loan nor the aggregate principal amount of all Loans may exceed \$3,179,439 outstanding at any time.

(d) All Loans shall mature not later than February 1, 2051 or such earlier date as the Executive Director of the EDA may specify in writing. All Loans may be pre-paid, in whole or in part, whether from tax increment revenue, tax increment revenue bond proceeds or other eligible sources.

(e) The outstanding and unpaid principal amount of each Loan shall bear interest at the rate prescribed by Minnesota Statutes, Section 469.178, Subdivision 7, which is the greater of the rates specified under Minnesota Statutes, Sections 270C.40 or 549.09 at the time a Loan, or any part of it, is first made, subject to the right of the Executive Director of the EDA to specify a lower rate (but not less than the City's then-current average investment return for similar amount and term).

(f) Such Loans within the above guidelines are pre-approved. The Loans need not take any particular form and may be undocumented, except that the Executive Director of the EDA shall specify the principal amount and interest rate and maintain all necessary or applicable data on the Loans.

Adoption Date: March 27, 2023

# **Brooklyn Park Economic Development Authority**

**City of Brooklyn Park, Hennepin County,  
Minnesota**

## **MODIFICATION TO THE DEVELOPMENT PROGRAM**

Development District No. 1

**&**

## **Tax Increment Financing (TIF) Plan**

Establishment of Tax Increment Financing District No. 1-28  
(a housing district)



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Prepared by:

Ehlers  
3060 Centre Pointe Drive  
Roseville, Minnesota 55113

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**



# TABLE OF CONTENTS

<b>Modification to the Development Program for Development District No. 1</b>	<b>1</b>
FOREWORD	1
<b>Tax Increment Financing Plan for Tax Increment Financing District No. 1-28</b>	<b>2</b>
FOREWORD	2
STATUTORY AUTHORITY	2
STATEMENT OF OBJECTIVES	2
DEVELOPMENT PROGRAM OVERVIEW	3
DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED	3
DISTRICT CLASSIFICATION	4
DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT	4
ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS	5
SOURCES OF REVENUE/BONDS TO BE ISSUED	6
USES OF FUNDS	7
FISCAL DISPARITIES ELECTION	8
ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS	8
SUPPORTING DOCUMENTATION	10
DISTRICT ADMINISTRATION	11
<b>Appendix A: Map of Development District No. 1 and the TIF District</b>	
<b>Appendix B: Estimated Cash Flow for the District</b>	
<b>Appendix C: Findings Including But/For Qualifications</b>	

# **Modification to the Development Program for Development District No. 1**

## **FOREWORD**

The following text represents a modification to the Development Program for Development District No. 1 (the “Development Program”). This modification represents a continuation of the goals and objectives set forth in the Development Program. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 1-28.

For further information, a review of the Development Program is recommended. It is available from the Economic Development and Housing Director at the City of Brooklyn Park, Minnesota. Other relevant information is contained in the tax increment financing plans for the tax increment financing districts located within Development District No. 1.

# Tax Increment Financing Plan for Tax Increment Financing District No. 1-28

## FOREWORD

The Brooklyn Park Economic Development Authority (the "EDA"), the City of Brooklyn Park, Minnesota (the "City"), staff and consultants have prepared the following information to expedite the Establishment of Tax Increment Financing District No. 1-28 (the "District"), a housing tax increment financing district, located in Development District No. 1.

## STATUTORY AUTHORITY

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the EDA and City have certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.090 - 469.1082*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Development Program.

## STATEMENT OF OBJECTIVES

The District will consist of one (1) parcel of land and adjacent roads and internal rights-of-way. The District is being created to facilitate construction of an approximately 71-unit apartment building in the City (the "Development"). The EDA intends to enter into an agreement with Tessman Ridge of Brooklyn Park Limited Partnership an entity created by Duffy Development Company, Inc. (the "Developer"). Construction of the Development is anticipated to begin in the spring of 2023. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 1.

The activities contemplated in the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Development District No. 1 and the District.

## DEVELOPMENT PROGRAM OVERVIEW

Pursuant to the Development Program and authorizing state statutes, the EDA or City is authorized to undertake the following activities in the District:

1. Property to be Acquired – All of the property located within the District will initially be acquired by the EDA or City. The EDA and City reserve the right to acquire other property within Development District No. 1.
2. Relocation - Relocation services, will be available to the extent required by law, pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the EDA or City may sell selected properties to a developer that it may acquire within the District or may lease land or facilities to a developer.
4. The EDA or City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

## DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED

The District encompasses all property and adjacent roads rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
A portion of 17-119-21-43-0071* to be replatted as Lot 1, Block 1 Tessman Ridge	6900 85th Ave N	State of Minnesota (the "State")

\*Parcel will be subdivided into four parcels, one of which will be included within the District.

Please also see the map in Appendix A for further information on the location of the District.

The EDA intends to acquire the parcel of property to be included in the District (the "Parcel") and convey the Parcel to the Developer in connection with construction of the Development. The EDA has a purchase agreement with the State to facilitate the acquisition of the Parcel.

The EDA reserves the right to acquire and convey, or following the conveyance to the Parcel to the Developer, reacquire and convey, (for full value or a discount) such property within Development District No. 1, or appropriate interests therein including interior and adjacent street right of way, as the EDA may deem to be necessary or desirable to assist in the implementation of the Development Program and the TIF Plan.

Neither the City nor the EDA will exercise eminent domain powers in the District with respect to property for the Development.

## **DISTRICT CLASSIFICATION**

The EDA and City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, find that the District, to be established, is a housing district pursuant to *M.S., Section 469.174, Subd. 11 and M.S., Section 469.1761*.

- The District consists of one (1) parcel.
- The Development will consist of approximately 71 units of multi-family rental housing.
- At least 20% of the units will be occupied by persons or families with incomes that do not exceed 50% of the area-wide median income.
- No more that 20% of the square footage of the building that is receiving assistance from tax increment consists of commercial, retail or other non-residential uses.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114 or Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

## **DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT**

Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the EDA (a total of 26 years of tax increment). The EDA elects to receive the first tax increment in 2025, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2050, or when the TIF Plan is satisfied. The EDA reserves the right to decertify the District prior to the legally required date.

## **ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS**

Pursuant to *M.S., Section 469.174, Subd. 7* and *M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2022 for taxes payable 2023.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2025) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the District;
3. Change due to adjustments or negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in State law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the EDA.

The original local tax rate for the District will be the local tax rate for taxes payable 2023, assuming the request for certification is made before June 30, 2023. The final rates for 2023 were not available at the time the District was established. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4* and *M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 1, upon completion of the Development within the District, will annually approximate tax increment revenues as shown in the table below. The EDA requests 100% of the available increase in tax capacity be used for repayment of the obligations of the EDA and current expenditures, beginning in the tax year payable 2025.

The Project Tax Capacity (PTC) listed is an estimate of values when the Development within the District is completed.

<b>Project Tax Capacity</b>	
Project estimated Tax Capacity upon completion	160,870
Original estimated Net Tax Capacity	6,154
Fiscal Disparities	0
<b>Estimated Captured Tax Capacity</b>	<b>154,716</b>
Original Local Tax Rate	104.9180% <span style="float: right;">Prelim. Pay 2023</span>
<b>Estimated Annual Tax Increment</b>	<b>\$162,325</b>
Percent Retained by the City	100%

Note: Tax capacity includes a 3% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 26. The tax capacity of the District in year one is estimated to be \$39,569.

Pursuant to *M.S., Section 469.177, Subd. 4*, the EDA shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the City pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and determined no building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

## SOURCES OF REVENUE/BONDS TO BE ISSUED

The total estimated tax increment revenues for the District are shown in the table below:

<b>SOURCES</b>	
Tax Increment	\$ 2,890,399
Interest	289,040
<b>TOTAL</b>	<b>\$ 3,179,439</b>

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The EDA or City reserves the right to issue bonds (as defined in the TIF Act) or incur other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans.

Any refunding amounts will be deemed a budgeted cost without requiring a formal modification to this TIF Plan. This provision does not obligate the EDA or City to incur debt. The EDA or City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The EDA or City may issue bonds secured in whole or in part with tax increments from the District in a maximum principal amount of \$3,179,439. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

## USES OF FUNDS

Currently under consideration is a proposal to facilitate the construction of a 71-unit residential apartment building in the District. The EDA and City have determined that it will be necessary to provide assistance to the Development for certain District costs, as described herein.

The EDA has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

<b>USES</b>	
Land/Building Acquisition	\$ 500,000
Site Improvements/Preparation	500,000
Affordable Housing	1,000,000
Utilities	250,000
Other Qualifying Improvements	<b>269,534</b>
Administrative Costs (up to 10%)	289,040
<b>PROJECT COSTS TOTAL</b>	<b>\$ 2,808,574</b>
Interest	370,865
<b>PROJECT AND INTEREST COSTS TOTAL</b>	<b>\$ 3,179,439</b>



The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to the TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. The EDA may expend funds for qualified housing activities outside of the District boundaries.

## FISCAL DISPARITIES ELECTION

Pursuant to *M.S., Section 469.177, Subd. 3*, the EDA or City may elect one of two methods to calculate fiscal disparities.

The EDA will choose to calculate fiscal disparities by clause b (inside).

## ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the EDA or City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base			
Entity	Preliminary Pay 2023 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Hennepin County	2,486,081,130	154,716	<b>0.0062%</b>
City of Brooklyn Center	110,553,829	154,716	<b>0.1399%</b>
ISD 279 (Osseo Area Schools)	259,738,277	154,716	<b>0.0596%</b>

Impact on Tax Rates				
Entity	Preliminary Pay 2023 Extension Rate	Percent of Total	CTC	Potential Taxes
Hennepin County	34.8050%	33.17%	154,716	\$ 53,849
City of Brooklyn Center	44.3910%	42.31%	154,716	68,680
ISD 279 (Osseo Area Schools)	18.6610%	17.79%	154,716	28,872
Other	7.0610%	6.73%	154,716	10,925
	<b>104.9180%</b>	<b>100.00%</b>		<b>\$162,325</b>

The estimates listed above display the captured tax capacity when all construction on the Development is completed. The tax rate used for calculations is the Preliminary Pay 2023 rate. The total net capacity for the entities listed above are based on Preliminary Pay 2023 figures. The District will be certified under the Final Pay 2023 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S., Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$2,890,399;
- (2) Probable impact of the District on City provided services and ability to issue debt. The District will likely impact police protection. With any addition of new residents or businesses, police calls for service increase. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the Development, in and of itself, will necessitate new capital investment in police vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction. The City does not expect that the Development, in and of itself, will necessitate new capital investment in fire vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The Development is not expected to significantly impact any traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer, and water will be able to handle the additional volume generated by the Development.

Based on the plans for the Development, there are no additional costs associated with street maintenance, sweeping, plowing, lighting, and sidewalks.

The probable impact of the issuance of any general obligation tax increment bonds payable from tax increment revenues from the District on the City's ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this District, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$514,094;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$958,847;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S., Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information have been received from the county or school district regarding the Development.

## SUPPORTING DOCUMENTATION

Pursuant to *M.S., Section 469.175, Subd. 1 (a), clause 7* this TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S., Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

- (i) In making said determination, reliance has been placed upon (1) written representation made by the Developer to such effects, (2) review of the Developer's proforma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

## **DISTRICT ADMINISTRATION**

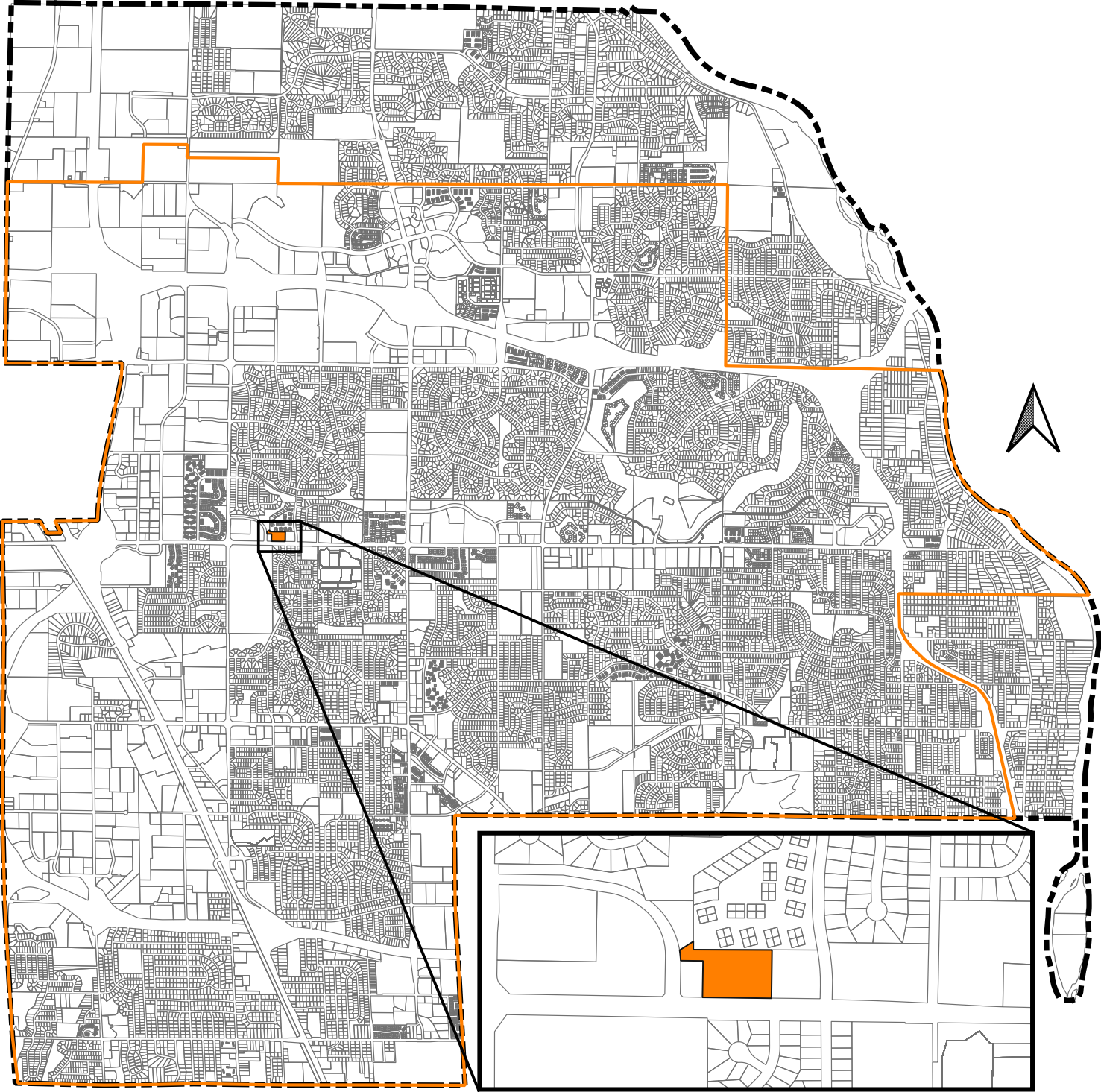
Administration of the District will be handled by the Economic Development and Housing Director.

## **Appendix A: Map of Development District No. 1 and the TIF District**





# Tax Increment Financing District No. 1-28

## Development District No. 1

City of Brooklyn Park  
Hennepin County, Minnesota



**Legend**

-  TIF District No. 1-28
-  Development District No. 1
-  City Boundary
-  Parcels



## Appendix B: Estimated Cash Flow for the District

### TIF District No. 1-28 - 3% Inflation

City of Brooklyn Park, MN

71 Unit Mixed Income Apartment



#### ASSUMPTIONS AND RATES

<b>DistrictType:</b>	Housing
<b>District Name/Number:</b>	
<b>County District #:</b>	
<b>First Year Construction or Inflation on Value</b>	<b>2023</b>
<b>Existing District - Specify No. Years Remaining</b>	
Inflation Rate - Every Year:	<b>3.00%</b>
Interest Rate:	<b>1.00%</b>
Present Value Date:	<b>1-Aug-24</b>
First Period Ending	1-Feb-25
Tax Year District was Certified:	<b>Pay 2023</b>
Cashflow Assumes First Tax Increment For Development:	2025
Years of Tax Increment	26
Assumes Last Year of Tax Increment	2050
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	<b>Inside(B)</b>
Incremental or Total Fiscal Disparities	<b>Incremental</b>
Fiscal Disparities Contribution Ratio	30.6572% Prelim. Pay 2023
Fiscal Disparities Metro-Wide Tax Rate	133.6670% Prelim. Pay 2023
Maximum/Frozen Local Tax Rate:	104.918% Prelim. Pay 2023
Current Local Tax Rate: (Use lesser of Current or Max.)	104.918% Prelim. Pay 2023
State-wide Tax Rate (Comm./Ind. only used for total taxes)	34.0000% Prelim. Pay 2023
Market Value Tax Rate (Used for total taxes)	0.24059% Prelim. Pay 2023

Tax Rates		
Exempt Class Rate (Exempt)		0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)		
First \$150,000		1.50%
Over \$150,000		2.00%
Commercial Industrial Class Rate (C/I)		2.00%
Rental Housing Class Rate (Rental)		1.25%
Affordable Rental Housing Class Rate (Aff. Rental)		
First \$100,000		0.75%
Over \$100,000		0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)		
First \$500,000		1.00%
Over \$500,000		1.25%
Homestead Residential Class Rate (Hmstd. Res.)		
First \$500,000		1.00%
Over \$500,000		1.25%
Agricultural Non-Homestead		1.00%

#### BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	17-119-21-43-0071	State of Minnesota	6900 85th Ave N	1,641,000	0	1,641,000	50%	820,500	Pay 2023	Exempt	-	Aff. Rental	6,154	1
				<b>1,641,000</b>	<b>0</b>	<b>1,641,000</b>		<b>820,500</b>			<b>0</b>		<b>6,154</b>	

**Note:**

1. Base values are for pay 2023 based upon an estimate of \$7.30 per sq. ft. provided by City Assessor.
2. Located in SD # 279 and WS # 9



**TIF District No. 1-28 - 3% Inflation**  
**City of Brooklyn Park, MN**  
**71 Unit Mixed Income Apartment**



PROJECT INFORMATION (Project Tax Capacity)														
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2023	Percentage Completed 2024	Percentage Completed 2025	Percentage Completed 2026	First Year Full Taxes Payable	
1	Apartments	185,000	185,000	63	11,655,000	Aff. Rental	60,638	963	50%	100%	100%	100%	2026	
1	Apartments	185,000	185,000	8	1,480,000	Rental	18,500	2,313	50%	100%	100%	100%	2026	
<b>TOTAL</b>					<b>13,135,000</b>		<b>79,138</b>							
Subtotal Residential				71	13,135,000		79,138							
Subtotal Commercial/Ind.				0	0		0							

**Note:**

1. Market values are based upon estimates received from the City Assessor on 3-11-22.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Apartments	60,638	0	60,638	63,620	0	0	14,589	78,208	1,241.40
Apartments	18,500	0	18,500	19,410	0	0	3,561	22,971	2,871.32
<b>TOTAL</b>	<b>79,138</b>	<b>0</b>	<b>79,138</b>	<b>83,029</b>	<b>0</b>	<b>0</b>	<b>18,150</b>	<b>101,179</b>	

**Note:**

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	101,179
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(18,150)
less Base Value Taxes	(6,456)
<b>Annual Gross TIF</b>	<b>76,573</b>

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	820,500
New Market Value - Est.	13,135,000
Difference	12,314,500
Present Value of Tax Increment	2,487,281
Difference	9,827,219
Value likely to occur without Tax Increment is less than:	9,827,219



## Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 1-28, as required pursuant to *Minnesota Statutes, (M.S.) Section 469.175, Subdivision 3* are as follows:

1. *Finding that Tax Increment Financing District No. 1-28 is a housing district as defined in M.S., Section 469.174, Subd. 11.*

Tax Increment Financing District No. 1-28 consists of one (1) parcel. The development will consist of an approximately 71-unit residential apartment building, all or a portion of which will receive tax increment assistance and will meet income restrictions described in *M.S. Section 469.1761*. At least 20% of the units receiving assistance will be occupied by individuals and families whose incomes are at or below 50% of area median income.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

*The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future:* This finding is supported by the fact that the development proposed in the TIF Plan is a housing district that meets the City's objectives for development and redevelopment. The cost of land acquisition, site and public improvements and utilities makes this housing development infeasible without EDA assistance. Due to decreased rental income from affordable units, there is insufficient cash flow to provide a sufficient rate of return, pay operating expenses, and service the debt. This leaves a gap in the funding for the project and makes this housing development feasible only through assistance, in part, from tax increment financing. The Developer was asked for and provided a letter and a proforma as justification that the Developer would not have gone forward without tax increment assistance.

*The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan:* This finding is justified on the grounds that the cost of land acquisition, site and public improvements, utilities and construction of affordable housing add to the total development cost. Historically, the costs of site and public improvements as well as reduced rents required for affordable workforce housing in the City have made development infeasible without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 1-28 conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for Tax Increment Financing District No. 1-28 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Development District No. 1 by private enterprise.*

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City. The TIF Plan also helps the City and the EDA meet their goal of providing more affordable housing options in the City.



Map Scale = 1:4,190

349 ft  1 in

Map provided by the City of Brooklyn Park, MN. 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. [www.brooklynpark.org](http://www.brooklynpark.org)

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	6.1	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Land Use Actions	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	X	<b>Prepared By:</b>	Erin McDermott, Associate Planner
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	5	<b>Presented By:</b>	Paul Mogush, Planning Director
<b>Item:</b>	Pickle in the Middle – Conditional Use Permit #23-103 for a Commercial Indoor Recreational Facility Over 2,450 Square Feet at 7700 68 <sup>th</sup> Avenue		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_ APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIAL INDOOR RECREATIONAL FACILITY OVER 2,450 SQUARE FEET AT 7700 68<sup>TH</sup> AVENUE NORTH.

## Overview:

### Planning Commission

The Planning Commission held a public hearing for this request at the March 8, 2023 Planning Commission Regular Meeting. There were no members of the public present to speak on this matter. The Planning Commission voted unanimously (6-0) to recommend the approval of the resolution as proposed.

### Summary

Pickle in the Middle is a new business that is planning to occupy a vacant tenant space in an existing building north of Highway 694. The application is for a Conditional Use Permit (CUP) for a commercial indoor recreational facility over 2,450 square feet, which is allowed within the zoning district with a CUP (§ 152.342). The applicant is proposing five pickleball courts, will operate between 7 a.m. and 10 p.m., and be open to the public by reservation.

Pickleball is a combination of tennis, badminton, and ping-pong, and is played with a paddle and a hard plastic ball with holes in it. Standard pickleball courts measure 20 by 44 feet. Pickleball can be played by singles or teams of two. With five courts available, and an anticipated two to four patrons per court, there would be a maximum of 20 occupants actively participating on the court at full capacity for the proposed use. There will be no improvements to the space for spectators.

### Previous Approvals

In 1997, this property was platted by the Economic Development Authority under Planning Application #97-169 for the Brooklyn Park Interstate Center, after which the property was sold for the construction of the existing industrial building.

### Current Conditions

The subject property is 5.94 acres, and is located north of Highway 694, between Winnetka Avenue and West Broadway. The site was developed in 1997 with an industrial building which has three tenant spaces. The property owner occupies the middle tenancy and operates a machining shop in that space. The south most tenancy is the proposed location for the indoor recreational facility and was previously occupied by a non-profit organization in which they stored furniture for Afghani refugees. The non-profit did not wish to renew their lease and has vacated the space.

Future Land Use Plan	Business Park and Light Rail Station Area
Current Zoning	BP – Business Park
Proposed Zoning	BP – Business Park
Neighborhood	Sunny Lane
Site Area	5.94 Acres
<b>Conforms to:</b>	
Land Use Plan	Yes
Zoning Code	Yes
Notification	46 Public Hearing Notices mailed ¼ mile radius
Timeline (MN §15.99)	
60-day	March 28, 2023
120-day	May 27, 2023

### Land Use/ Zoning Overlay

This site is zoned Business Park District (BP) and is within the Sunny Lane neighborhood. The future land use for the property is Business Park. There are two properties to the west zoned Business Park (BP) and B2-Neighborhood Retail Business, the property to the north is zoned Industrial with a Planned Development Overlay (I/PD), and the subdivision to the east is zoned R4- Detached Single and Attached Two-Family Residential.

### Conditional Use Permit

Commercial indoor recreational facilities over 2,450 square feet is considered a conditional use in the BP District (§ 152.342.01). Conditional uses must be reviewed against the standards of the Code (§ 152.035). The proposed use is evaluated below:

**(D) Review Standards. The request may address the following factors, although the City Council, the Planning Commission, and city staff has the authority to request additional information from the applicant concerning operational factors pertaining to the proposed use or to retain experts with the consent and at the expense of the applicant concerning operational factors, when necessary to establish performance conditions to effect the intent of this chapter.**

**(1) Comprehensive Plan. Compliance with the Comprehensive Plan, public facilities and capital improvement plans, and all sections of the City Code.**

The Future Land Use of the Brooklyn Park 2040 Comprehensive Plan guides the property as Business Park. The Business Park uses include businesses and limited commercial. The commercial indoor recreational facility is consistent with the Comprehensive Plan.

**(2) Traffic. The generation and characteristics of the traffic associated with the use and its impact on the traffic volumes of and safety associated with driveway location on adjacent roads, sidewalks and trail connections.**

Vehicular access to the site is provided from two existing access points along 68<sup>th</sup> Avenue. During peak hours the applicant anticipates only 10 vehicles per hour.

**(3) Parking. The characteristics of the parking area of the use, including the number and design of parking spaces, landscaping, traffic circulation, drainage, and lighting. The city may require additional parking above that required in § 152.140 through § 152.146.**

The applicant provided anticipated numbers of vehicles on site at 10 per hour at peak times. There are 90 parking spots on this property, 39 of which are located directly in front of the portion of the structure that will be occupied by the applicant. This exceeds the anticipated needs by the applicant and will allow for the growth of the business.

- (4) City services. The provision of adequate public facilities and services to the site where the use is proposed and the ability of the existing infrastructure to absorb the additional demand for city services.**

The applicant will not be adding showers or additional restroom facilities, so there will be no additional impact to existing utilities.

- (5) Screening and landscaping. The ability to screen and buffer incompatible off-site impacts of the proposed use on adjacent property and the surrounding neighborhood. The city may require additional landscaping or screening above that required in the specific zoning district.**

This site is compliant with screening and landscaping requirements in place at the time of development.

- (6) Architectural standards. The degree that the site or building associated with the proposed use meets or exceed the architectural design and landscaping standards for the district in which it is located. The city may require additional architectural standards above those required in the specific zoning district.**

The existing structure met all architectural requirements at the time of development, and there are no exterior changes proposed with this application.

- (7) Other sections of the city code. The applicant may be required to submit additional information demonstrating that the development is able to comply with any other applicable section of this chapter or city code.**

Commercial indoor recreational facilities have additional parking standards required by Code (§152.344). These standards require additional parking facilities for off-street parking, as well as conformance with lighting and pedestrian standards, the Sign Code, and the Comprehensive Plan. Existing conditions of the site are consistent with these requirements.

The required findings of § 152.035 have been addressed and Staff recommends approval of the CUP.

### **Conditions of Approval**

Staff recommends the adoption of the attached Resolution Approving a Conditional Use Permit for a Commercial Indoor Recreational Facility over 2,450 Square Feet at 7700 68<sup>th</sup> Avenue North with the following conditions:

1. Prior to using the space as an indoor recreation facility, a new Certificate of Occupancy for the correct occupancy type must be applied for and obtained from the Brooklyn Park Building Department in accordance with all applicable building codes and requirements.
2. Signage must comply with all requirements of City Code Chapter 150: Signs.

### **Primary Issues/Alternatives to Consider:**

1. Approve the Conditional Use Permit as presented.
2. Approve the Conditional Use Permit with modifications.
3. Deny the Conditional Use Permit based on certain findings.



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

**Attachments:**

- 6.1A RESOLUTION
- 6.1B PLANNING COMMISSION MINUTES
- 6.1C LOCATION MAP
- 6.1D PREVIOUS APPROVALS
- 6.1E PLAN SET

RESOLUTION #2023-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT  
FOR A COMMERCIAL INDOOR RECREATIONAL FACILITY OVER 2,450 SQUARE FEET  
AT 7700 68<sup>th</sup> AVENUE NORTH

Planning Commission File #23-103

WHEREAS, Tania Westrum of Pickle in the Middle has made application for a Conditional Use Permit under the provisions of Chapter 152 of the City Code on property legally described as:

*Lot 1 Block 1 of Brooklyn Park Interstate Center, Hennepin County, Minnesota.*

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that a Conditional Use Permit is hereby approved for a commercial indoor recreational facility over 2,450 square feet on the above described parcel, subject to the following:

1. Prior to using the space as an indoor recreation facility, a new Certificate of Occupancy for the correct occupancy type must be obtained from the Building Department in accordance with all applicable building codes and requirements.
2. Signage must comply with all requirements of City Code Chapter 150: Signs.

**UNAPPROVED MINUTES****MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION****Regular Meeting – March 8, 2023****1. CALL TO ORDER**

The meeting was called to order at 7:01 PM.

**2. ROLL CALL/PLEDGE OF ALLEGIANCE**

Those present were: Commissioners Cavin, Fraser, Husain, Gaye-Bai, Turnham, and Udomah, and Xiong; Council Liaison West-Hafner; Planning Director Mogush; Principal Planner Turnquest; and Associate Planner McDermott.

Those arrived late: None

Those not present were: Commissioner Kiekow (with prior notice).

**3. EXPLANATION BY CHAIR****4. APPROVAL OF AGENDA**

MOTION FRASER, SECOND UDOMAH TO APPROVE THE MARCH 8, 2023 AGENDA.

*MOTION CARRIED UNANIMOUSLY.*

**5. CONSENT AGENDA****A. Minutes – February 8, 2023**

MOTION TURNHAM, SECOND UDOMAH TO APPROVE THE MARCH 8, 2023 CONSENT AGENDA.

*MOTION CARRIED UNANIMOUSLY.*

**6. PUBLIC HEARING****A. Pickle in the Middle – Conditional Use Permit, #23-103 for a commercial indoor recreational facility over 2,450 square feet at 7700 68<sup>th</sup> Avenue.**

Associate Planner McDermott introduced the application for a conditional use permit request from Pickle in the Middle to allow a commercial indoor recreational facility over 2,450 square feet. She provided details on the subject property and noted that there are no proposed exterior improvements as this is an existing development and would be the southernmost tenant space. She provided details on the zoning of the property and adjacent zoning. She stated that this use would be allowed in the zoning district through the use of the CUP and staff recommends approval with the conditions noted in the staff report.

Commission Chair Husain opened the public hearing.

Seeing no one approach the podium, Commission Chair Husain closed the public hearing.

Commissioner Xiong thanked the applicant for bringing their business to Brooklyn Park. He stated that he plays pickleball and is excited about this opportunity. He referenced the applicant summary which anticipates 20 occupants per hour and believed that there would be more people interested. He asked if there would be opportunity to add one additional court. He asked if other sports would be allowed, or only pickleball.

Tania Westrom, applicant, stated that they do not plan for additional courts at this time.

Commissioner Udomah thanked the applicant for bringing this business to the community as he is also a pickleball player. He commented on the popularity of the sport and asked if there would be plans for expansion if the business is very popular.

Laurent Deconinck, owner of the building, commented that there is additional room within the building to expand by about 40,000 square feet if that is desired in the future. He stated that currently that additional space is being used as warehouse space.

Commissioner Cavin also thanked the applicant for bringing the business to this community. He commented that this seems to be a gym type use and asked if there are any plans for showers or those types of amenities.

Ms. Westrom replied that they do not plan to have showers.

Commissioner Cavin asked how the transition occurs from court to court and where players would wait for their court to become available.

Anne Rabe, representing the applicant, commented that each court would have a table and benches. She stated that the next group would wait at a table for the players to exit the court.

Commission Chair Husain asked if the business anticipates tournaments where bleachers would be needed.

Ms. Rabe replied that they would only have five courts so they would not have large tournaments that would require bleachers. She stated that the courts would be separated by fencing.

Commission Chair Husain asked about the number of employees.

Ms. Rabe replied that she would work full-time and would have about five part-time employees.

Commission Chair Husain asked and confirmed the hours to be 7 a.m. to 10 p.m.

Commissioner Udomah asked if there would be a reservation policy or whether people would walk in.

Ms. Rabe replied that the website would have a reservation system where payment is made. She stated that walk ins would be accepted but they would not be accepting cash, all payments would be made through credit card.

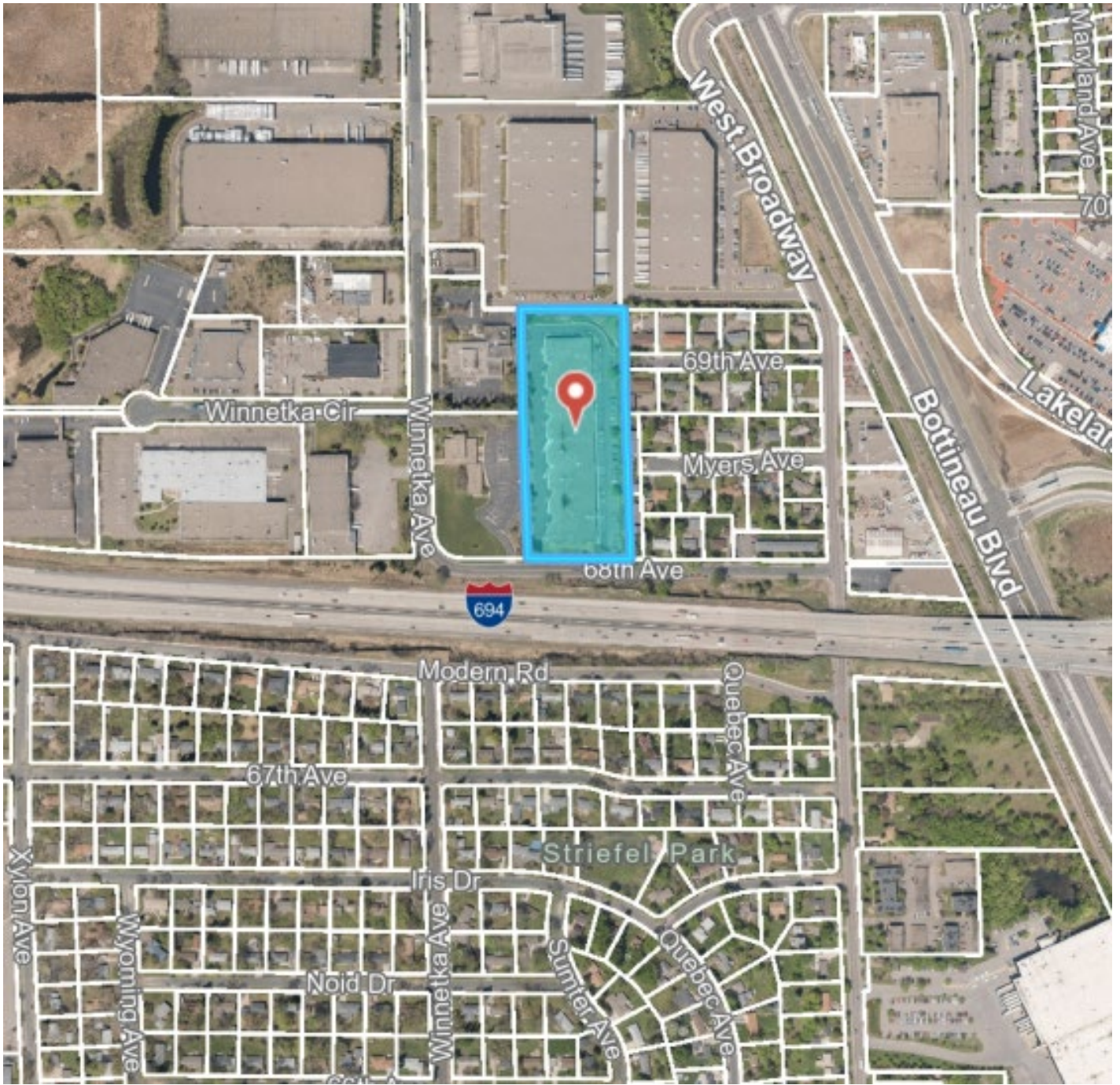
Commissioner Gaye-Bai also thanked the business for selecting Brooklyn Park. He asked if there is a specific demographic that is being targeted.

Ms. Westrom replied that pickleball is for everyone, all ages and genders enjoy the sport.

MOTION CAVIN, SECOND UDOMAH TO RECOMMEND APPROVAL OF A CONDITIONAL USE PERMIT FOR A COMMERCIAL INDOOR RECREATIONAL FACILITY OVER 2,450 SQUARE FEET, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

*MOTION CARRIED UNANIMOUSLY.*

Commission Chair Husain stated the public hearing item is scheduled to be reviewed at the City Council meeting on March 27, 2023.



**Conditional Use Permit**  
**Case #23-103 – Pickle in the Middle**  
Area of Request (Spring 2018 Air Photo)  
7700 68<sup>th</sup> Ave N

**Brooklyn Park** 



RESOLUTION #1997-

RESOLUTION APPROVING PRELIMINARY PLAT  
OF "BROOKLYN PARK INTERSTATE CENTER"  
FOR COMBINING TWO PARCELS INTO ONE AT  
7700 68<sup>TH</sup> AVENUE NORTH

Planning Commission File #97-169

WHEREAS, the plat of "Brooklyn Park Interstate Center" has been submitted in the manner required for platting of land under the Brooklyn Park Ordinance Code and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly had thereunder, and

WHEREAS, said plat is in all respects consistent with the City plan and the regulations and requirements of the laws of the State of Minnesota and ordinances of the City of Brooklyn Park, Section 345:00,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK:

- A. Preliminary plat approval request #97-169, "Brooklyn Park Interstate Center" is approved upon compliance with the following requirements:
1. Per plat on file in the City Clerk's office dated 07-21-97 and stamped "Planning Commission, City of Brooklyn Park, 07-21-97".

**REQUIRED DOCUMENTS**

2. Approval of Title by the City Attorney.
3. A final plat showing the correct square footage for each lot area must be submitted prior to recording of the final plat.
4. No burying of construction debris shall be permitted on the site.

5. If an applicant needs additional time to satisfy the requirements listed in this Preliminary Plat in order to get it released for recording, then a one year time extension must be requested. Time extension requests are subject to the conditions found in Subdivision Ordinance Section 345.10 Time Extensions.
6. If applicable, the written comments and recommendations have been received by the City or the prescribed thirty day period has elapsed, as required by Minnesota Statutes, Section 505:03, Subdivision 2.
7. That failure on the part of the petitioner to submit a final plat per Section 345:31 within one year from the date of this approval shall deem the preliminary approval to be null and void. (Section 345:10, Subdivision 1).









# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	6.2	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Land Use Actions	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	XXX	<b>Prepared By:</b>	Amber Turnquest, Principal Planner
<b>Ordinance:</b>	FIRST READING		
<b>Attachments:</b>	8	<b>Presented By:</b>	Paul Mogush, Planning Director
<b>Item:</b>	Decatur North and South Apartments – An Application by Real Estate Equities for a Zoning Text and Map Amendment, a Preliminary Plat, a Conditional Use Permit, and Site Plan at the Northeast Quadrant of Jefferson Highway North and Decatur Drive North		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT ON FIRST READING AN ORDINANCE AMENDING ORDINANCE #2017-1226 FOR ZONING TEXT AND MAP AMENDMENT FOR PROPERTY LOCATED AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_\_ APPROVING A PRELIMINARY PLAT FOR "GATEWAY 7TH ADDITION" AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_\_ APPROVING A CONDITIONAL USE PERMIT ALLOWING RESIDENTIAL USES AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH, SUBJECT TO CONDITIONS IN THE RESOLUTION.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_\_ APPROVING A SITE PLAN FOR TWO MULTIPLE FAMILY DWELLINGS AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH, SUBJECT TO CONDITIONS IN THE RESOLUTION.

## Overview:

### Planning Commission

At the March 8, 2023 Planning Commission regular meeting, the commission unanimously (6-0) recommended approval of the zoning text and map amendment, preliminary plat, conditional use permit, and site plan. No members of the public were present to speak at the public hearing. The Commission requested a memorandum from the Transportation Engineer detailing the impact of the site. The memo is attached.

### Summary

The applicant, Real Estate Equities, has applied for four land use applications on Lot 1, Block 1, Gateway 6th Addition: a zoning ordinance text and map amendment (rezoning), a conditional use permit, a preliminary plat, and a site plan review.

Lot 1, Block 1, of Gateway 6th Addition is currently zoned General Business District (B-3). The B-3 zoning district permits residential only when there is a commercial component, however the density is restricted to 25 units per acre. The applicant has requested to rezone the parcel to the Town Center (TC) District. The TC district allows residential uses with a conditional use permit at densities which conform to the Comprehensive Plan. The

Comprehensive Plan became effective on March 30, 2020 and guides the future land use of this parcel as Mixed Use, which allows medium- to high-density residential (12-50 units per acre).

The preliminary plat is the third land use application for this project. The applicant proposes to subdivide the 7.8-acre lot, to create Lots 1 and 2, Block 1, Gateway 7th Addition.

A site plan review is required prior to the construction of buildings. The proposal is for two multifamily dwellings on the lots created through approval of the preliminary plat. The project will have 350 units for a density of 45 units per acre which is in conformance with the Comprehensive Plan. This development is in compliance with the City of Brooklyn Parks Mixed Income Housing Policy.

Planning and Zoning Information		
	Current	Proposed
Land Use Plan	Mixed Use	Mixed Use
Current Zoning	General Business District (B-3)	Town Center District (TC)
Site Area	7.8 acres	Lot 1- 3.81 acres; Lot 2- 3.99 acres
Neighborhood	Future 3	Future 3
<b>Conforms to:</b>		
Land Use Plan	Yes	
Zoning Code	No, rezoning is requested	
Notification	Notices were mailed to 8 properties within 500 feet. Legal notice was published in the Sun Post on February 23, 2023	
Timeline (MN §15.99)		
60-day	April 23, 2023	
120-day	June 22, 2023	

### Land Use/Zoning and Overlay

The site is zoned B-3 and is within the Future 3 neighborhood. The future land use for the property is Mixed Use. Highway 610 abuts the property to the north, property to the east is zoned Business Park (BP), Decatur Drive North abuts the property to the south, and Jefferson Highway abuts the property to the west with the City of Maple Grove beyond.

### Zoning Ordinance Text and Map Amendment

In 2017, Outlot A, which became 610 Junction West, was rezoned from Neighborhood Retail Business District with Planned Development Overlay (B2/PD) to General Business District with Planned Development Overlay (B3/PD). Development project 22-112 rezoned Lots 2 and 3, Block 1, Gateway 6th Addition. For this project, the applicant is requesting that the adjacent 7.8-acre parcel be rezoned to Town Center with the same requirements from that ordinance "2017-1226." The attached ordinance has been amended to reflect the legal description of the proposed subdivision.

### Park Land Dedication

Park dedication determinations are made at the time of preliminary plat. In every plat allowing development, a portion of such land and/or cash must be set aside as open space for park and playground purposes, public open space for park and playground purposes, public open space or public ponds, except where adjustment to lot lines do not create additional lots. The proposed plat creates two new, buildable lots for a residential use.

The current rate is \$8,000.00 per acre. The money collected is deposited into the Open Space Land Acquisition and Development (OSLAD) fund which is only used for purchase of new parkland and the development of the parks. The nearest neighborhood park is Brooklyn Acres Park.

## Roadways

Access to the site is from a private drive, which connects to Decatur Drive North. This access from Decatur Drive also serves the businesses in the planned commercial building to the east of the proposed lots.

## Pedestrian Connections

Internal to the site, there are adequate and appropriate pedestrian connections on site. These connections include from building entrances to the surface parking lots and from the building entrances to the proposed commercial building to the east. Residents will all be able to access the tot lot, dog run, and other resident amenities located between the buildings. A connection to Decatur Drive North is proposed. However, the applicant should consider a direct north/south connect from the south building to that street that crosses the entrance of the interior parking. This would allow a pedestrian to cross only one driveway to get to Decatur Drive North rather than a cross two drive aisles to get to the sidewalk.

There is 10-foot trail along the western side of the entire property. After much collaboration with the Fire Department, the applicant will construct an additional trail that will accommodate the width and weight of a fire truck so that there will be adequate emergency access to the west side of the buildings. The east side of the buildings can be accessed from the surface parking lots on the eastern site of the buildings.

## Conditional Use Permit/Site Plan

The TC district allows residential uses with a conditional use permit. Conditional uses must be reviewed against the standards of the Code (§ 152.035) and are evaluated below:

**(D) Review Standards. The request may address the following factors, although the City Council, the Planning Commission, and city staff has the authority to request additional information from the applicant concerning operational factors pertaining to the proposed use or to retain experts with the consent and at the expense of the applicant concerning operational factors, when necessary to establish performance conditions to affect the intent of this chapter.**

**(1) Comprehensive Plan. Compliance with the Comprehensive Plan, public facilities and capital improvement plans, and all sections of the City Code.**

The Future Land Use of the Brooklyn Park 2040 Comprehensive Plan guides the property as Mixed Use. While the Mixed Use district requires that housing be an “integral component of the overall development” this district permits a mix of uses. However, when residential is the only proposed use, that mix is not required. Residential-only development is consistent with the Comprehensive Plan. The TC district is an appropriate zoning district for the land use type and the conditional use permit must be approved after rezoning for the remaining land use applications to proceed. The residential use is consistent with the Comprehensive Plan.

**(2) Traffic. The generation and characteristics of the traffic associated with the use and its impact on the traffic volumes of and safety associated with driveway location on adjacent roads, sidewalks and trail connections.**

Vehicular access to the site will be from a private drive which connected to Decatur Drive North. The 350 units and the traffic generated from the project is in line with what is anticipated and there were no concerns raised about traffic generation. A cross access easement will allow traffic to circulate throughout the entire site.

**(3) Parking. The characteristics of the parking area of the use, including the number and design of parking spaces, landscaping, traffic circulation, drainage, and lighting. The city may require additional parking above that required in § 152.140 through 152.146.**

Parking provided on site includes surface parking, one level of underground parking, and one level of at grade parking. The project requires 630 parking stalls and is providing 659 stalls.

- (4) **City services. The provision of adequate public facilities and services to the site where the use is proposed and the ability of the existing infrastructure to absorb the additional demand for city services.**

City services, including water and sanitary, are provided to the site.

- (5) **Screening and landscaping. The ability to screen and buffer incompatible off-site impacts of the proposed use on adjacent property and the surrounding neighborhood. The city may require additional landscaping or screening above that required in the specific zoning district.**

The rezoning of the property to the TC district requires applying the landscaping standards of the B-3 district. The applicant proposes 294 overstory trees, 33 ornamental trees and 340 shrubs located throughout the site. The landscaping calculations need to be recalculated based on 152.373(A)(3)(d). Revisions to bring the plans into compliance prior to building permitting.

- (6) **Architectural standards. The degree that the site or building associated with the proposed use meets or exceed the architectural design and landscaping standards for the district in which it is located. The city may require additional architectural standards above those required in the specific zoning district.**

The buildings materials include cement fiber board (CFB) siding, concrete masonry, and rockface CMU. Each apartment building will contain five levels of housing above one level of at grade parking (six stories total above grade) and one level of underground parking. The at grade parking is enclosed and incorporates windows, a variety of colors, materials, and articulation that provides architectural variety rather than a blank wall.

- (7) **Other sections of the city code. The applicant may be required to submit additional information demonstrating that the development is able to comply with any other applicable section of this chapter or the city code.**

The application is in conformance with the city code.

The required findings of § 152.035 have been addressed and staff recommends approval of the CUP.

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

Park dedication will be collected with the final plat.

#### **Alternatives to consider:**

1. Approve the rezoning, plat, conditional use permit, and site plan as presented.
2. Approve the rezoning, plat, conditional use permit, and site plan with modifications.
3. Deny the requests based on certain findings.

#### **Attachments:**

- 6.2A ORDINANCE
- 6.2B RESOLUTION – PRELIMINARY PLAT
- 6.2C RESOLUTION – CONDITIONAL USE PERMIT
- 6.2D RESOLUTION – SITE PLAN REVIEW
- 6.2E PLANNING COMMISSION MINUTES
- 6.2F TRANSPORTATION ENGINEER MEMO
- 6.2G LOCATION MAP
- 6.2H SITE DEVELOPMENT PLANS

ORDINANCE #2023-

ORDINANCE AMENDING ORDINANCE #2017-1226 FOR ZONING TEXT AND MAP AMENDMENT FOR  
PROPERTY LOCATED AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND  
DECATUR DRIVE NORTH

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

Text with underline is proposed for insertion.

The City of Brooklyn Park does Ordain that Ordinance 2017-1226 is amended as follows:

**Section 1.** The following described properties are hereby zoned Business Park with Planned Development Overlay (BP/PD):

***Lots 2 and 3, Block 1, Gateway 6<sup>th</sup> Addition and Outlots B and D, Gateway  
3<sup>rd</sup> Addition, Hennepin County, Minnesota; and Unplatted Minnesota  
Department of Transportation property at the southwest corner of Highways 169  
and 610***

The Planned Development Overlay has the following requirements for Outlots B and D, Gateway 3<sup>rd</sup> Addition and Unplatted Minnesota Department of Transportation property at the southwest corner of Highways 169 and 610 as described below and depicted in the "610 Junction" development plan dated 9/20/2017:

1. Uses on the property shall promote a strong full-time employment base with high quality and landmark buildings consistent with the Comprehensive Plan:
  - a. Office
  - b. Manufacturing, processing, or research.
  - c. Ancillary warehousing to the above uses must be used primarily for goods or materials that have been or will be manufactured or processed on the property.
  - d. Warehousing and distribution centers as primary uses are prohibited.
  - e. Outdoor storage is prohibited.
2. The Site Plan (page A1) dated 9/20/2017 showing the general location of the following items:
  - a. Shared driveways, access, truck courts, and parking lots.
  - b. Building placement, especially narrower building sides fronting 93<sup>rd</sup> Avenue.
  - c. Shared stormwater management basins.
3. The following items must be included in site plans for individual buildings and sites:
  - a. Connected internal walkways between building entrances and Decatur Drive.
  - b. Shared monument or area identification signs.
4. A private shared access easement must be in place with the property to the east including both vehicular (cars and trucks) and pedestrian access (sidewalk).
5. The minimum standards of development for all buildings and sites shall include:
  - a. A uniform style of parking lot lighting.
  - b. High-quality building materials.
  - c. An office or professional appearance of building design as opposed to a warehouse appearance.
  - d. The appearance of the north and east buildings visible to Highway 610 must be that of a two-story building.
6. A site plan review or conditional use permit application before the Planning Commission and City Council, as described in City Code, is required for each site prior to its construction.
7. Other provisions of the City Code not modified here shall apply.
8. Curb cuts on Decatur Drive shall be finalized with each site's site plan review.
9. Sewer service shall be extended to gain access to the St. Vincent de Paul property west of Decatur Drive.



**Section 2.** The following described properties are rezoned from ~~Neighborhood Retail- General Business~~ District with Planned Development Overlay (B2 B3/PD) to ~~General Business~~ Town Center with Planned Development Overlay (B3 TC/PD):

***Lot 1, Block 1, Gateway 6th Addition, Hennepin County, Minnesota***

This Planned Development Overlay has the following requirements for the “610 Junction” development plan shown on Site Plan dated 9/20/2017:

1. Uses on the site shall conform to those listed on the Site Plan or a similar use allowed in the B3 TC Zoning District.
2. The following uses are prohibited on the site:
  - a. Auto Repair
  - b. Car Washes
  - c. Currency Exchanges
  - d. Pawn Shops
  - e. Sexually-oriented Businesses
  - f. Outdoor Storage
  - g. Transient Sales
3. At least one building adjacent to Highway 610 must have a four-story component, and other buildings on sites adjacent to Highway 610 must have at least two stories.
4. Any self-storage facility must be integrated into adjacent development in design and construction.
5. A Site Plan Review or Conditional Use Permit application before the Planning Commission and City Council, as described in City Code, is required for each site prior to its construction.
6. Site plans for individual users must include pedestrian connections to adjacent roadways.

RESOLUTION #2023-  
RESOLUTION APPROVING A PRELIMINARY PLAT FOR “GATEWAY 7TH ADDITION” AT THE  
NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH

Planning Commission File #23-102

WHEREAS, Scannell Properties has filed an application for preliminary and final plat for “Gateway 7<sup>th</sup> Addition” at the northwest intersection of Jefferson Highway North and Decatur Drive North, legally described as:

*Lots 1 and 2, Block 1 of Gateway 7<sup>th</sup> Addition, Hennepin County, Minnesota*

WHEREAS, said plat is in all respects consistent with the City plan and the regulations and requirements of the laws of the State of Minnesota and codes of the City of Brooklyn Park, Chapters 151 and 152.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Preliminary Plat Request #23-102 “Gateway 7<sup>th</sup> Addition” shall be approved subject to the following conditions:

- A. Title review by the City Attorney and all conditions therein, attached as Exhibit \_\_\_\_\_. All title issues must be resolved prior to plat recording.
- B. Adequate drainage and utility easements shall be provided with review and acceptance by the City Engineer.
- C. Payment of park dedication is required and will be determined at the time of the final plat.
- D. Submission of a CAD copy of the plat.

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

RESOLUTION #2023-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT ALLOWING RESIDENTIAL USES AT THE  
NORTHEAST QUADRANT OF JEFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH

Planning Commission File #23-102

WHEREAS, Real Estate Equities, has made an application for a Conditional Use Permit (CUP) for a multifamily dwellings in the Town Center zoning district on property legally described as:

*Lots 1 and 2, Block 1 of Gateway 7th Addition, Hennepin County, Minnesota*

WHEREAS, the Town Center Zoning District requires a Conditional Use Permit for all residential uses in conformance with the Comprehensive Plan; and

WHEREAS, the use of the property as multifamily dwellings is consistent with the mixed-use designation of the 2040 Comprehensive Plan; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK that the Conditional Use Permit for multifamily dwellings is hereby granted subject to the following conditions:

**1.00 GENERAL CONDITIONS**

- 1.01 The rezoning ordinance must be adopted prior to approval of the conditional use permit resolution.
- 1.02 The conditional use permit remains with the property as long as the property and use are in compliance with the conditions contained herein. The permit expires if the use has been discontinued for more than 364 consecutive days from the date that the use ceased, or the business owner fails to meet the certification requirements of the conditional use permit.
- 1.03 If the holder of the conditional use permit fails to comply with the terms and conditions of this resolution, the city may impose penalties or discipline for noncompliance, which may include revocation of the permit in accordance with § 152.035(H)(1) of the Municipal Code.
- 1.04 This resolution must be recorded with the Hennepin County Recorder's office prior to issuance of building permits.

If the petitioner needs additional time to satisfy the requirements listed in this Conditional Use Permit, then a one-year time extension must be requested. Time extension requests are subject to the conditions found in the Zoning Code (Section 152.031(H)). The failure on the part of the petitioner to meet all conditions stated above by December 31, 2023 shall deem the Conditional Use Permit approval to be null and void.

RESOLUTION #2023-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR TWO MULTIPLE FAMILY DWELLINGS AT THE  
NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH

Planning Commission File #23-102

WHEREAS, an application has been made by Real Estate Equities for a Site Plan Review under the provisions of the City Code on properties legally described as:

*Lots 1 and 2, Block 1 of Gateway 7<sup>th</sup> Addition, Hennepin County, Minnesota*

WHEREAS, the zoning of the property is Town Center/Planned Development Overlay, TC/PD –in which multifamily dwellings are allowed uses with a conditional use permit; and

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

WHEREAS, the matter has been referred to the Planning Commission who held the public hearing on March 8, 2023.

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

The Site Plan Review for two multifamily dwellings is hereby approved with the following conditions:

**1.00 DRAWINGS**

- 1.01 Site, utility, and grading plans on file in the City Clerk's office are approved, subject to conditions listed below.
- 1.02 Building elevations, which are undated are approved to proceed to building permit, subject to conditions listed below.

**2.00 BONDS, ESCROWS AND DIRECT PAYMENTS**

- 2.01 A Development Contract and bonding shall be required as a development bond or letter of credit in the amount of \$\_\_\_\_\_.00, a cash bond in the amount of \$\_\_\_\_\_.00, and a developer's escrow in the amount of \$\_\_\_\_\_.00 as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

**3.00 REQUIRED DOCUMENTS**

- 3.01 All utility construction, drainage, grading and development plans must be approved by the City Engineer prior to receiving a building permit.

#### **4.00 GENERAL CONDITIONS**

- 4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.
- 4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.
- 4.03 No burying of construction debris shall be permitted on the site.
- 4.04 Dust control and erosion measures must be in place to prevent dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at time of building permit.

#### **5.00 CONDITIONS**

- 5.01. Final plat "Gateway 7th Addition" must be approved prior to Site Plan approval.
- 5.02 Provide revised calculations for landscape requirements and any revisions to plans prior to City Council consideration.

**UNAPPROVED MINUTES****MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION****Regular Meeting – March 8, 2023****1. CALL TO ORDER**

The meeting was called to order at 7:01 PM.

**2. ROLL CALL/PLEDGE OF ALLEGIANCE**

Those present were: Commissioners Cavin, Fraser, Husain, Gaye-Bai, Turnham, and Udomah, and Xiong; Council Liaison West-Hafner; Planning Director Mogush; Principal Planner Turnquest; and Associate Planner McDermott.

Those arrived late: None

Those not present were: Commissioner Kiekow (with prior notice).

**3. EXPLANATION BY CHAIR****4. APPROVAL OF AGENDA**

MOTION FRASER, SECOND UDOMAH TO APPROVE THE MARCH 8, 2023 AGENDA.

*MOTION CARRIED UNANIMOUSLY.*

**5. CONSENT AGENDA****A. Minutes – February 8, 2023**

MOTION TURNHAM, SECOND UDOMAH TO APPROVE THE MARCH 8, 2023 CONSENT AGENDA.

*MOTION CARRIED UNANIMOUSLY.*

**6. PUBLIC HEARING****B. Decatur North and South Apartments – Zoning text and map amendment, a preliminary plat, a conditional use permit, and site plan at the northeast quadrant of Jefferson Highway North and Decatur Drive North.**

Principal Planner Turnquest introduced the application for Decatur North and South Apartments, noting the four land use applications that would be required. She reviewed details on the subject property and adjacent properties including the current zoning. She stated that staff finds that rezoning the property to TC would be consistent with the Comprehensive Plan. She stated that the plat would divide the property into two lots, noting that each lot would have a residential building with the same number of residential units. She provided details on trails, fire access, parking, landscaping, and architectural details. She stated that staff recommends approval of the requests subject to the noted conditions.

Commission Chair Husain opened the public hearing.

Seeing no one approach the podium, Commission Chair Husain closed the public hearing.

Commissioner Udomah stated that although this seems to be a good development, he has a concern that the community is saturated with this type of apartment development. He asked if the City is pursuing this type of development.

Planning Manager Mogush commented that the proposal is consistent with the Comprehensive Plan, noting that in the places where housing is designated there are also allowed density ranges. He stated that for the green areas left to be developed, the density range goes up to 50 units per acre for housing. He stated that density is based on a review completed a few years ago which would allow the City to provide the necessary housing on the land it has left for development. He believed that as development continues, they will see a range of housing types, not just apartments.

Commissioner Udomah stated that this would bring a lot of people into this section of the community and asked how public transportation would be addressed to serve this area.

Planning Manager Mogush replied that this is a part of the city that is not yet directly served by public transportation but noted that this parcel is only a few blocks from downtown Osseo, which makes it walkable to amenities. He stated that the site is also relatively close to the light rail station that will be at 93<sup>rd</sup> Avenue.

Commissioner Turnham asked if there is a stoplight at Decatur and Jefferson Highway North.

Principal Planner Turnquest replied that there is not. She stated that the traffic engineer has determined that the traffic generated from this site would not warrant a traffic light at this time.

Mayor Winston commented that the Council is working through a process to guide future development and the topic of apartments will be part of that conversation. He acknowledged that there is a need for apartments but noted that is a strategic decision to meet future needs.

Commissioner Cavin commented that this is a great proposal and asked if there have been any thoughts towards sustainability.

Alex Bisanz, applicant, commented that they will build this project to Minnesota Green Communities standards and provided some examples. He stated that the flat roof will be equipped for solar installation as well.

Commissioner Cavin asked if the appliances would be gas or electric.

Christian Borgan, project architect, commented that all appliances would be electric with the exception of the mechanical system for heating.

Commissioner Cavin commented that there seem to be more developments with the first level enclosed parking, which he likes, but asked how the drainage for that would be handled.

Mr. Borgan commented that the underground garage and surface garage would be connected to the sewer system while the runoff for the site would be handled by retention ponds.

Commissioner Cavin asked if there would be something in the parking levels that would capture oil or other chemical leaks.

Mr. Borgan replied that the retention ponds filter the runoff but noted that he is not the mechanical or civil engineer and therefore cannot speak to that.

Commissioner Cavin noted that he did not see irrigation plans and asked if there would be a recapture system.

Mr. Bisanz commented that there is an irrigation system planned but was not aware of a recapture system.

Commission Chair Husain asked for details on the parking ratio.

Mr. Bisanz replied that the parking ratio is currently 1.8. He stated that they have found that this parking ratio is strong for this type of unit mix and is on the heavy side for parking.

Commission Chair Husain commented that he believes that would seem to be adequate parking for the proposal. He asked for details on the other amenities for the site.

Mr. Bisanz reviewed the outdoor and indoor amenities proposed.

Commission Chair Husain asked for details on the mix of units per level.

Mr. Bisanz reviewed the percentage of different sized units and where those units may fall within the building. He was unsure of the unit mix per floor.

Commission Chair Husain asked if any of the units would be affordable.

Mr. Bisanz provided details on the funding for the project, noting that currently 100 percent of the units would be at 60 percent AMI. He noted that they are currently working with the City to potentially adjust the AMI to include some units at 30 percent and some at 70 percent. He confirmed that they would be requested TIF from the City.

Commissioner Udomah asked for details on the staffing of the building.

Mr. Bisanz replied that they would have a full-time manager and assistant manager, two caretakers, and two full-time maintenance people.

Commissioner Udomah stated that it would be great to see a preference for local Brooklyn Park people and contractors for contract work.

Mr. Bisanz confirmed that they love to work with local businesses throughout the community and have staff that live in the community.

Commissioner Xiong stated that he will be supporting these motions as this does fit within the Comprehensive Plan. He referenced the traffic study and was concerned that there would not be a stoplight. He noted the nearby schools and believed that should be taken into account for safety.



Principal Planner Turnquest stated that staff can ask the traffic engineer to provide a memorandum to the City Council.

Commissioner Fraser asked the rationale in changing the zoning from B3 to TC.

Planning Director Mogush stated that staff advises the applicant on which zoning district to seek based on the available districts within the code. He stated that the Comprehensive Plan was approved in 2019 and staff has been working to update the zoning code and map to match the updated Comprehensive Plan. He stated that the current B3 district does not allow everything the mixed-use designation in the Comprehensive Plan allows. He noted that there is not currently a zoning district that matches that mixed-use designation and that will be addressed in the zoning update.

Commission Chair Husain acknowledged the work the Council is doing to guide future development but noted that this application still needs to be considered at this time. He stated that personally he does not have any concerns with traffic or proximity to the schools.

MOTION CAVIN, SECOND UDOMAH TO RECOMMEND APPROVAL OF A ZONING TEXT AND MAP AMENDMENT ORDINANCE #23-\_\_ FOR PROPERTY LOCATED AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH.

*MOTION CARRIED UNANIMOUSLY.*

MOTION CAVIN, SECOND TURNHAM TO RECOMMEND APPROVAL OF A PRELIMINARY PLAT FOR "GATEWAY 7<sup>TH</sup> ADDITION" AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH.

*MOTION CARRIED UNANIMOUSLY.*

MOTION CAVIN, SECOND UDOMAH TO RECOMMEND APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING RESIDENTIAL USES AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

*MOTION CARRIED UNANIMOUSLY.*

MOTION CAVIN, SECOND UDOMAH TO RECOMMEND APPROVAL OF A SITE PLAN TWO MULTIPLE FAMILY DWELLINGS AT THE NORTHEAST QUADRANT OF JEFFERSON HIGHWAY NORTH AND DECATUR DRIVE NORTH, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

*MOTION CARRIED UNANIMOUSLY.*

Commission Chair Husain stated the public hearing item is scheduled to be reviewed at the City Council meeting on March 27, 2023.

## MEMORANDUM

**DATE:** March 15, 2023  
**TO:** Amber Turnquest, City Principal Planner  
**FROM:** Jeff Holstein, City Transportation Engineer  
**SUBJECT:** Proposed Decatur North and South Apartments (DEV 23-102)

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The purpose of this memorandum is to estimate when a traffic signal should be considered for installation at the Jefferson Highway / Decatur Drive intersection. The following points summarize my analyses, conclusions and recommendations.

- 1) The Decatur apartments proposal is part of the overall Gateway Development Area, which was originally studied as an Alternative Urban Area Review (AUAR) and approved in 2009, then updated in 2015 and again in 2020/2021. The Mitigation Plan for all the AUAR's recommended roadway and traffic control improvements to adequately service the expected traffic demands through the long-range build-out conditions. The roadway improvements included the construction of Decatur Drive and other roadway improvements. These roadway improvements are essentially completed. The mitigation also included the installation of traffic control signals at the Jefferson Highway / Decatur Drive and 93<sup>rd</sup> Avenue / Decatur Drive intersections if and when the signals are needed.
- 2) The Gateway Area includes the Noble Academy (constructed in 2015/2016), 610 Junction (recently constructed), 610 Junction West (recently approved) and Decatur Apartments Developments. These sites encompass the vast majority of the Gateway Area development.
- 3) The AM and PM weekday peak period traffic demands were determined by recent traffic counts conducted by the City Engineering Division. The data indicate the AM peak hour is from 7-8 AM and the PM peak hour is from 4-5 PM.
- 4) The expected vehicular traffic generation to and from the build out and 100% occupancy of the Gateway Area was determined through use of the trip rates documented in the Institute of Transportation Engineers (ITE) Trip Generation Manual (11<sup>th</sup> Edition). This generation estimate is based on the current expectations for land use type and intensity for the Gateway Area and are documented in the attached Table. The data indicate the entire Gateway Area is expected to generate approximately 6500 weekday vehicle trips, including 470 inbound and 260 outbound trips during the AM peak hour and 214 inbound and 422 outbound trips during the PM peak hour. The proposed Decatur Apartments are included in the Gateway totals. The apartments portion is expected to generate roughly

- 5) 1700 weekday vehicle trips, including 35 inbound and 91 outbound trips during the AM peak hour and 95 inbound and 67 outbound trips during the PM peak hour.
- 6) The directional orientation of the site generated trips is expected to remain consistent with the earlier traffic impact studies with roughly 50% of the traffic oriented to the south and east (ie. 93<sup>rd</sup> Avenue/Decatur Drive intersection) and 50% oriented to the north and west (Jefferson Highway/Decatur Drive intersection).
- 7) The existing Jefferson Highway / Decatur Drive intersection is through/stop controlled with Jefferson Highway free flow and stop signs posted on the Decatur Drive approaches. The intersection geometry includes exclusive left, through and right turn lanes on the north and south approaches, a single lane on the west approach and a shared left/through and exclusive right turn lane on the east approach.
- 8) A capacity analysis is an objective measure of the quality of traffic through an intersection or along a roadway segment. The basic output from a Capacity Analysis is a letter grade (A-F) similar to a report card, where level of service (LOS) A represents little or no delay and congestion and LOS F reflects significant delay and congestion. In the Twin Cities area, the minimum desirable LOS is typically assumed as LOS D, which relates to 35 seconds of average delay per stopped vehicle.

A Capacity Analysis was conducted to determine the expected LOS of the short term (existing + 5 years of background growth + full build out of Gateway site) AM and PM peak hour traffic conditions at the Jefferson Highway / Decatur Drive intersection. The capacity analysis was conducted using the Synchro computer software program which is one of the standard programs for traffic engineering analyses. The analysis indicated all traffic movements would be expected to operate at LOS C or better (WB to SB left turn at LOS C), which is acceptable.

- 9) The recent crash history at the Jefferson Highway / Decatur Drive intersection indicated there were no crashes reported over the past five years (2018-present).
- 10) All public agencies within the State of Minnesota must adhere to the policies documented in the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) when installing signs, striping, traffic control signals and work zone traffic control devices on public roadways. The MMUTCD specifies nine traffic signal warrants, most of which include major and minor street volume requirements, for signal installation. At least one of these warrants must be met before a traffic signal can be installed. However, a traffic signal does not have to be installed if a warrant is met.

A signal warrant analysis was conducted for the Jefferson Highway / Decatur Drive intersection using the AM and PM peak hour short range (existing + 5 years of background growth + full build out of Gateway site) traffic forecasts. The analysis

indicated the expected short range traffic conditions are not expected to meet the MMUTCD requirements to allow for a signal to be installed.

### Conclusions

- 11) The expected short range (2028) traffic conditions are not expected to meet the MMUTCD requirements to allow for a signal to be installed at the Jefferson Highway / Decatur Drive Intersection. A cursory traffic analysis of the 93<sup>rd</sup> Avenue / Decatur Drive Intersection also indicated the short-range conditions are not expected to warrant the installation of a traffic signal.
- 12) There is currently no crash issue at the Jefferson Highway / Decatur Drive intersection.
- 13) Capacity analyses indicate there is currently only minor congestion and delay during the peak weekday traffic periods at the Jefferson Highway / Decatur Drive intersection. Capacity analyses of the expected short range (existing + 5 years of background growth + full build out of the Gateway site) indicate the level of traffic operations during the weekday AM and PM peak hours should remain acceptable (LOS C or better) under the existing through / stop traffic control.

### Recommendations

- 14) The city should continue to monitor the traffic conditions at the Jefferson Highway / Decatur Drive Intersection and the 93<sup>rd</sup> Avenue / Decatur Drive Intersection and consider signalization if and when the conditions meet the MMUTCD warrant requirements and signals are needed. The Gateway development should fund the signal installations.



**Rezoning, Conditional Use Permit, Plat, and Site Plan**  
**Case #23-102 – Decatur North and South Apartments**  
Area of Request (Spring 2018 Air Photo)



# REE - BROOKLYN PARK - DECATUR NORTH & SOUTH APARTMENTS

## BUILDING A - PROJECT DATA

BLDG A - PARKING			
Level	Type	Count	Mark
Level -1		121	BLDG A
Level 1		102	BLDG A
Level 1	Surface	117	BLDG A
		340	

PARKING REQUIRED - 315  
RATIO - 1.8 STALLS/UNIT

BLDG A - GROSS AREA - ...	
Level	Area
Level 6	40,539 ft <sup>2</sup>
Level 5	40,539 ft <sup>2</sup>
Level 4	40,539 ft <sup>2</sup>
Level 3	40,539 ft <sup>2</sup>
Level 2	40,539 ft <sup>2</sup>
Level 1	41,017 ft <sup>2</sup>
Level -1	41,132 ft <sup>2</sup>
Grand total	284,846 ft <sup>2</sup>

BLDG A - UNIT MIX - GROSS AREA			
Name	Count	Unit Gross Area	
		Main Floor	%
1 BR			
Unit 1-0 - BLDG A	40	689 ft <sup>2</sup>	23%
	40		23%
2BR			
Unit 3-1 - BLDG A	90	969 ft <sup>2</sup>	51%
	90		51%
3BR			
Unit 4-0 - BLDG A	20	1,291 ft <sup>2</sup>	11%
Unit 4-1 - BLDG A	15	1,303 ft <sup>2</sup>	9%
Unit 4-3 - BLDG A	10	1,267 ft <sup>2</sup>	6%
	45		26%
Grand total	175		100%

## BUILDING B - PROJECT DATA

BLDG B - PARKING			
Level	Type	Count	Mark
Level -1		118	BLDG B
Level 1		102	BLDG B
Level 1	Surface	101	BLDG B
		321	

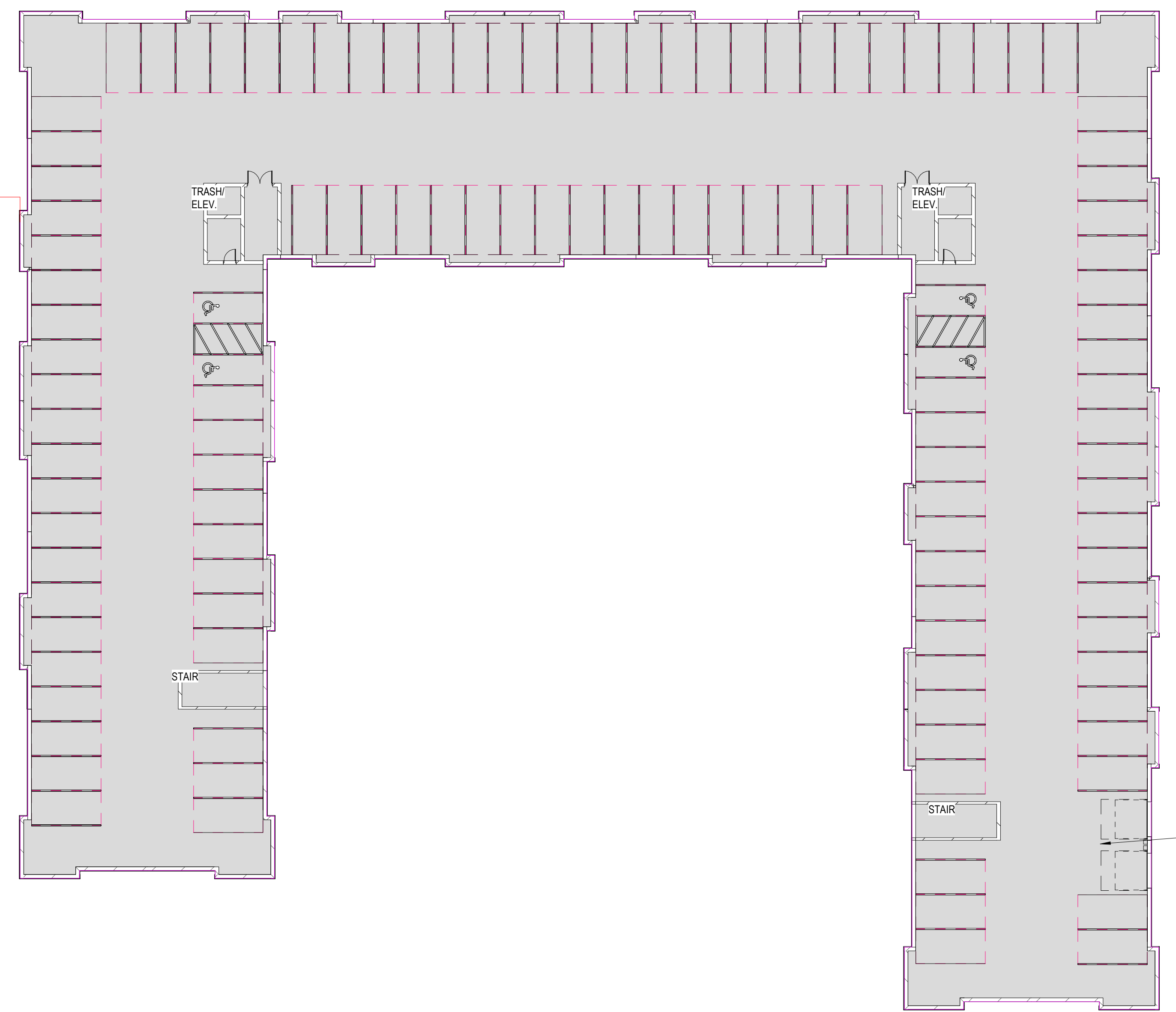
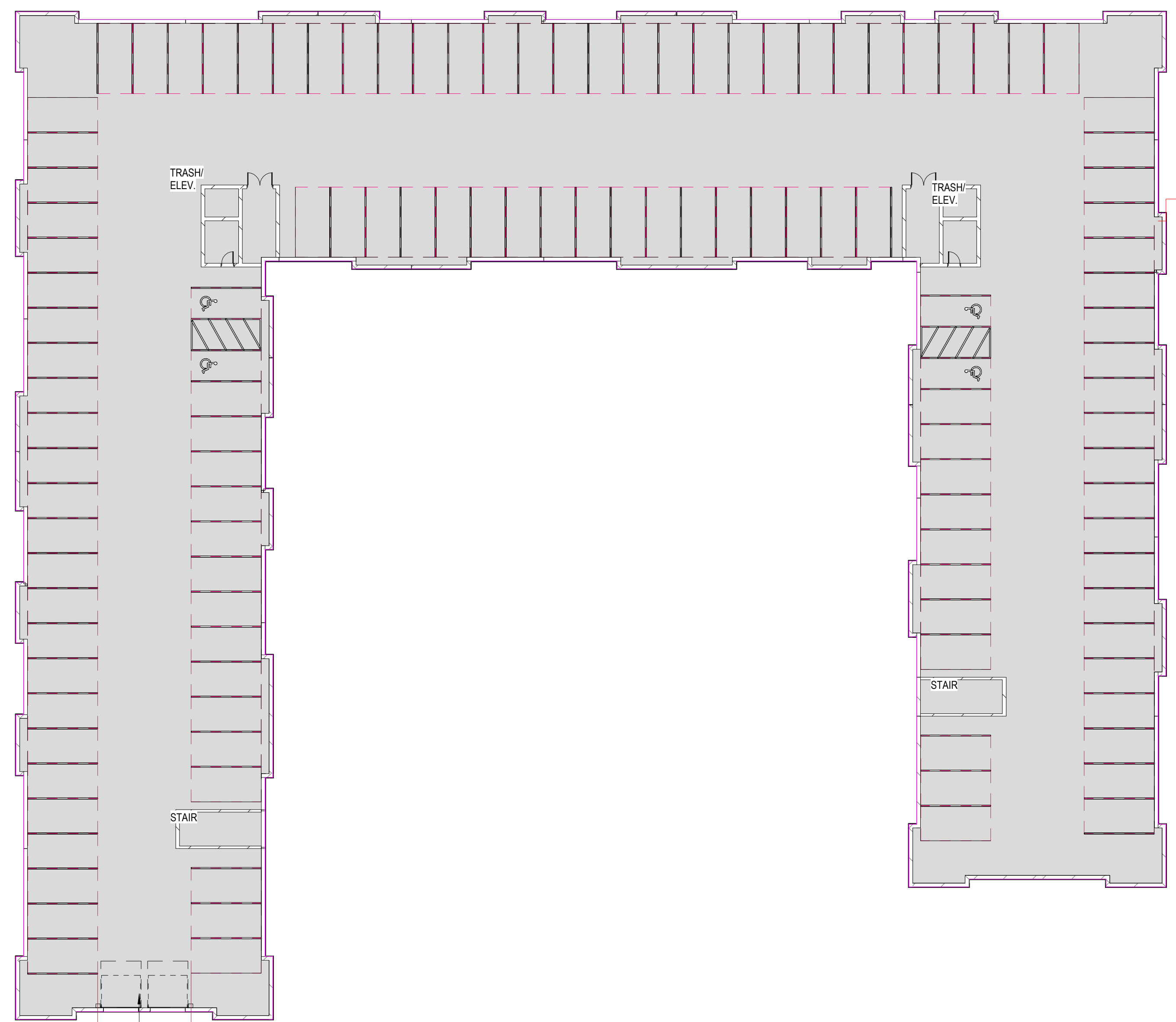
PARKING REQUIRED - 315  
RATIO - 1.8 STALLS/UNIT

BLDG B - GROSS AREA - ...	
Level	Area
Level 6	40,540 ft <sup>2</sup>
Level 5	40,540 ft <sup>2</sup>
Level 4	40,540 ft <sup>2</sup>
Level 3	40,540 ft <sup>2</sup>
Level 2	40,540 ft <sup>2</sup>
Level 1	41,017 ft <sup>2</sup>
Level -1	41,132 ft <sup>2</sup>
Grand total	284,847 ft <sup>2</sup>

BLDG B - UNIT MIX - GROSS AREA			
Name	Count	Unit Gross Area	
		Main Floor	%
1BR/1BA			
Unit 1-0 - BLDG B	40	689 ft <sup>2</sup>	23%
	40		23%
2BR/2BA			
Unit 3-1 - BLDG B	90	969 ft <sup>2</sup>	51%
	90		51%
3BR/2BA			
Unit 4-0 - BLDG B	20	1,291 ft <sup>2</sup>	11%
Unit 4-1 - BLDG B	15	1,303 ft <sup>2</sup>	9%
Unit 4-3 - BLDG B	10	1,267 ft <sup>2</sup>	6%
	45		26%
Grand total	175		100%



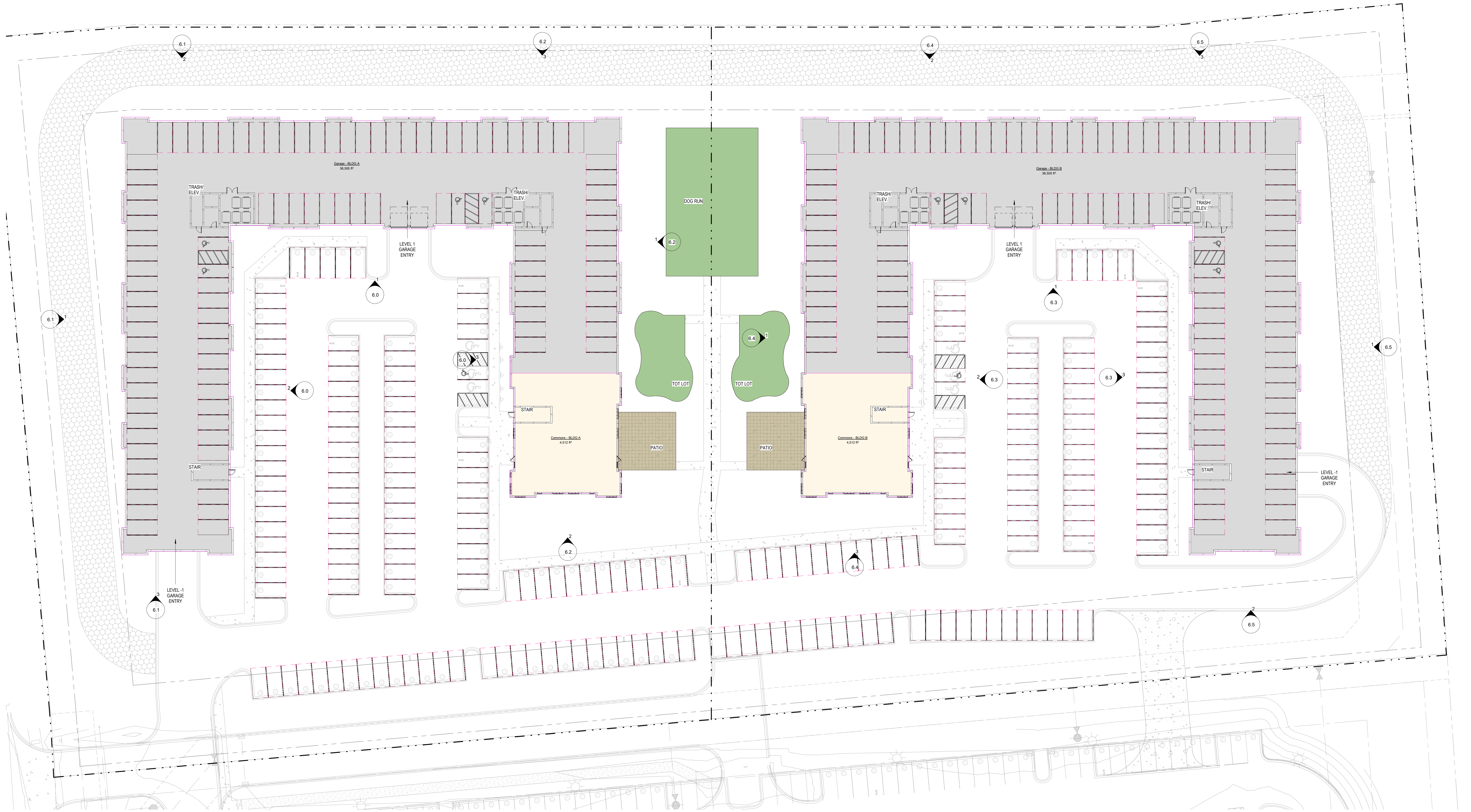
CONTENTS		
PROJECT DATA	1.0	SD
FLOOR PLAN LEVEL -1	3.0	SD
FLOOR PLAN LEVEL 1	3.1	SD
FLOOR PLAN LEVELS 2-6	3.2	SD
EXTERIOR ELEVATIONS	6.0	SD
EXTERIOR ELEVATIONS	6.1	SD
EXTERIOR ELEVATIONS	6.2	SD
EXTERIOR ELEVATIONS	6.3	SD
EXTERIOR ELEVATIONS	6.4	SD
EXTERIOR ELEVATIONS	6.5	SD
RENDERINGS	6.6	SD
RENDERINGS	6.7	SD
RENDERINGS	6.8	SD
TITLE SHEET	C1.01	SD
EXISTING CONDITIONS	C2.01	SD
PRELIMINARY SITE PLAN	C3.01	SD
PRELIMINARY GRADING PLAN	C4.01	SD
EROSION CONTROL PHASE 1	C5.01	SD
EROSION CONTROL PHASE 2	C5.02	SD
EROSION CONTROL NOTES	C5.03	SD
PRELIMINARY UTILITY PLAN	C6.01	SD
CONSTRUCTION DETAILS	C9.01	SD
CONSTRUCTION DETAILS	C9.02	SD
CONSTRUCTION DETAILS	C9.03	SD
TREES AND GROUND COVER	L1.01	SD
SHRUB PLAN	L1.02	SD
LANDSCAPE DETAILS AND NOTES	L1.03	SD



LEVEL -1  
GARAGE  
ENTRY

1 Level -1  
3/64" = 1'-0"

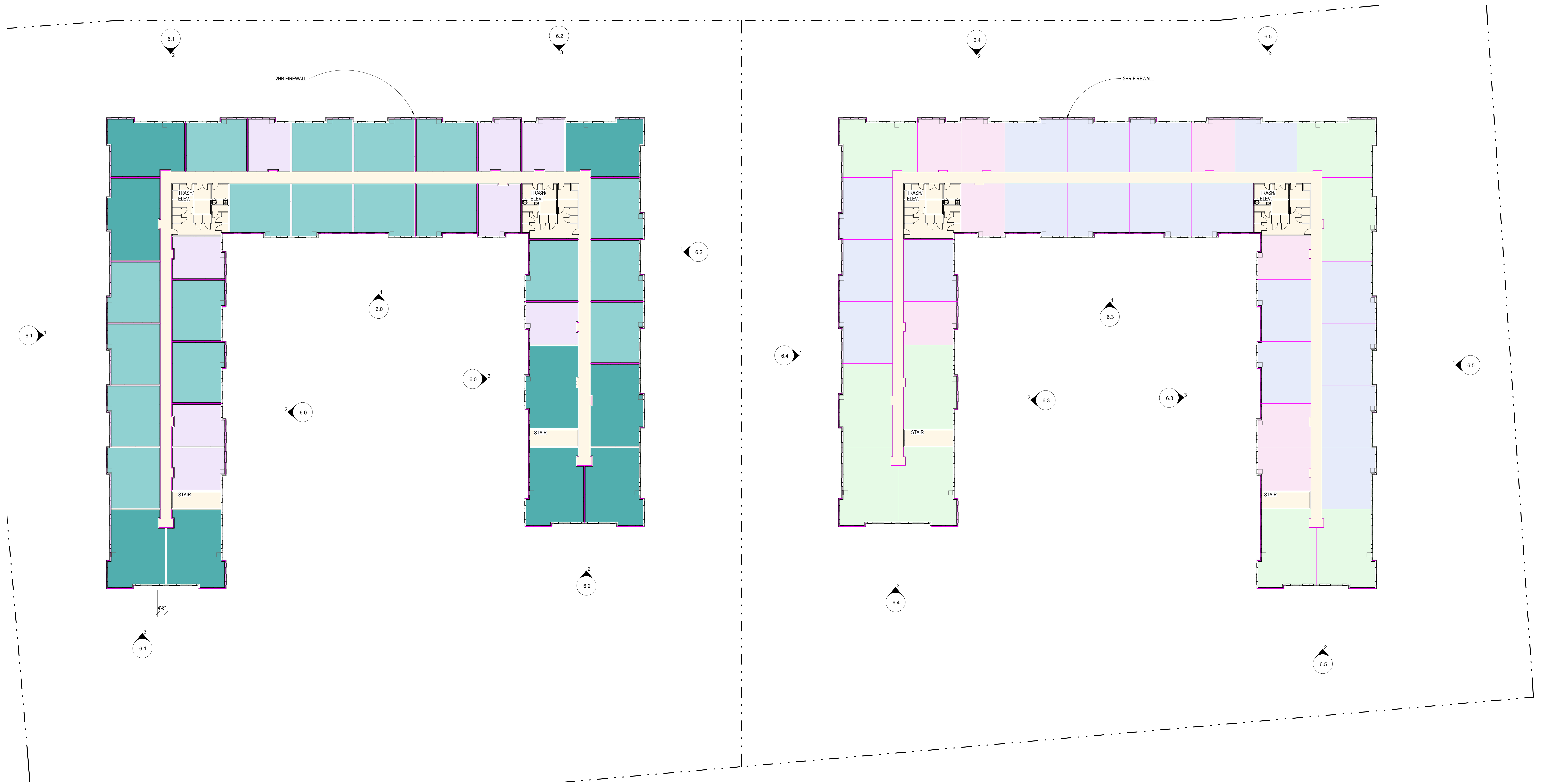




1 Level 1  
3/64" = 1'-0"

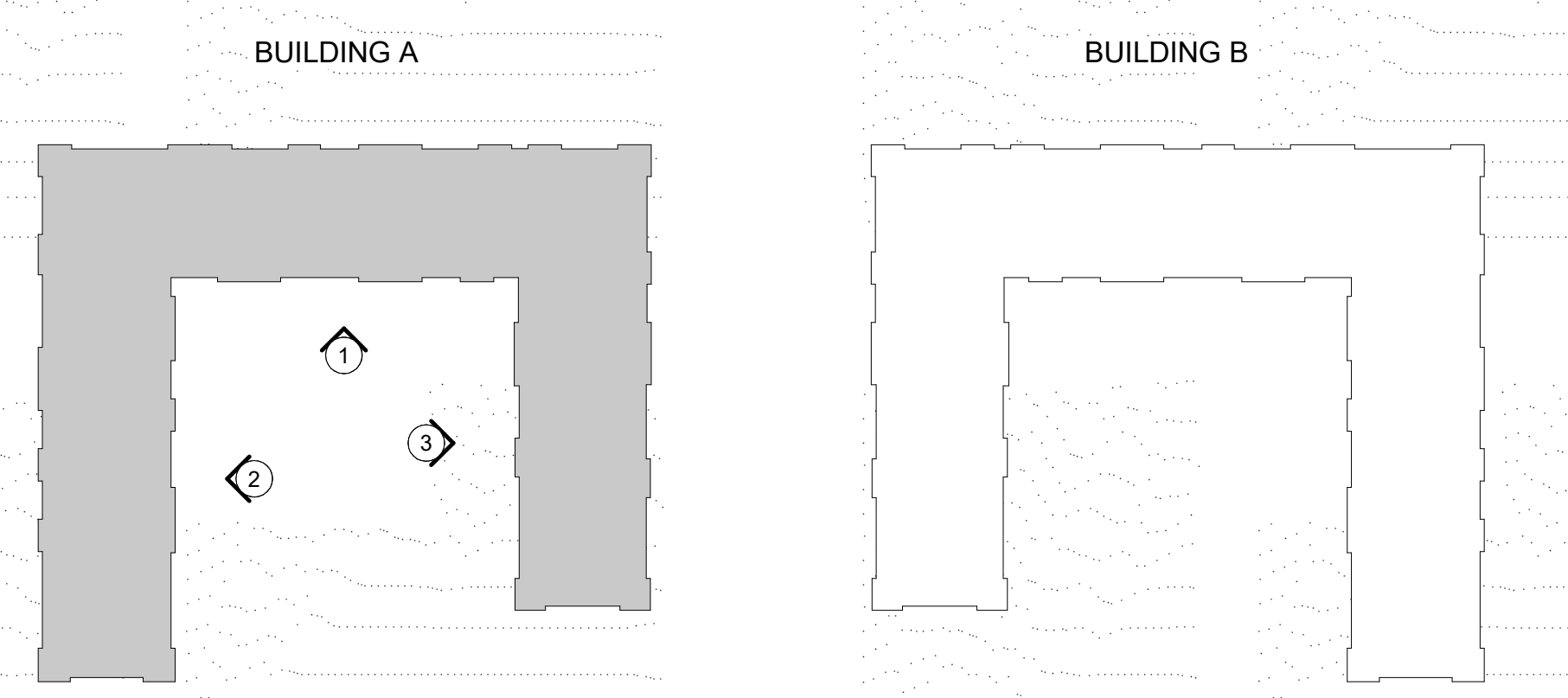


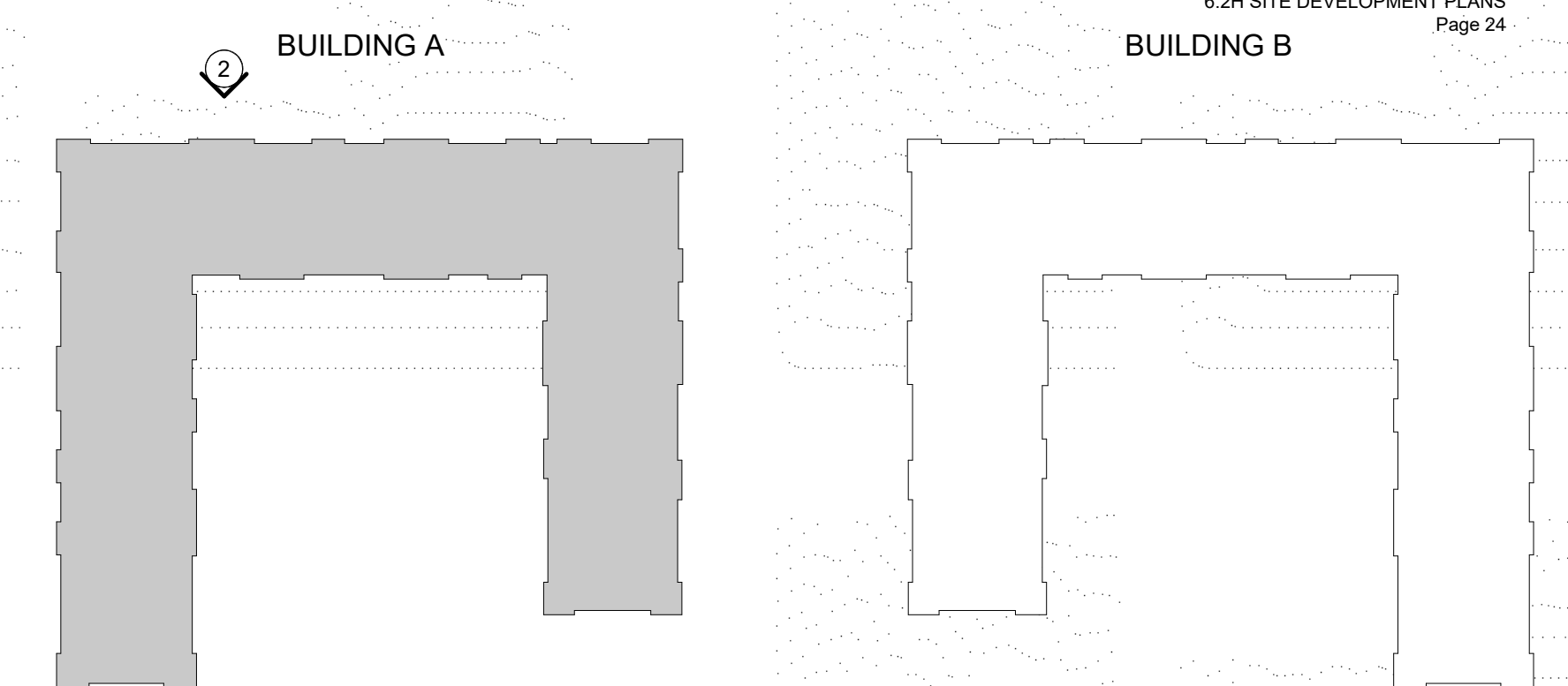




1 Levels 2-6  
3/64" = 1'-0"







KEYPLAN



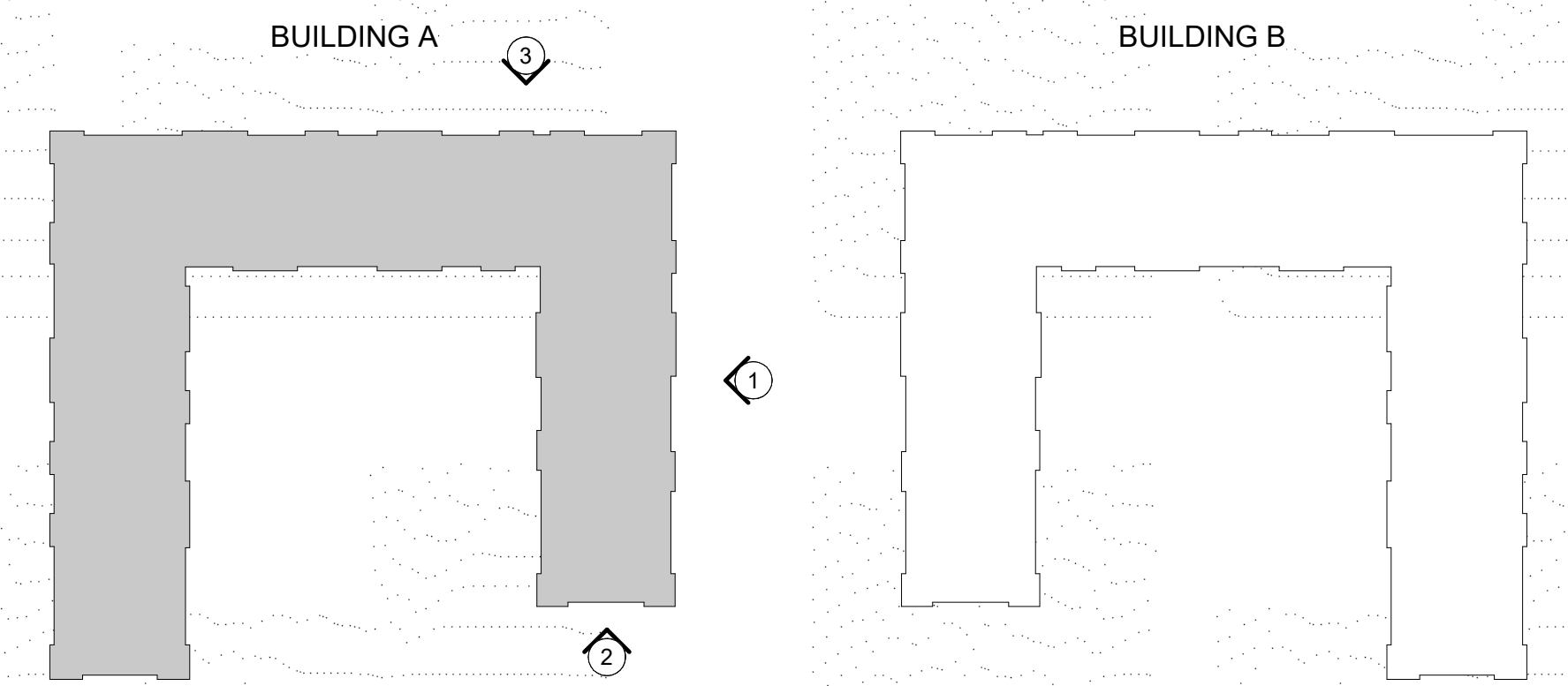
1 Building A Elevation 4  
1/8" = 1'-0"



2 Building A Elevation 5  
1/8" = 1'-0"



3 Building A Elevation 6  
1/8" = 1'-0"



KEYPLAN



1 Building A Elevation 7  
1/8" = 1'-0"



2 Building A Elevation 8  
1/8" = 1'-0"

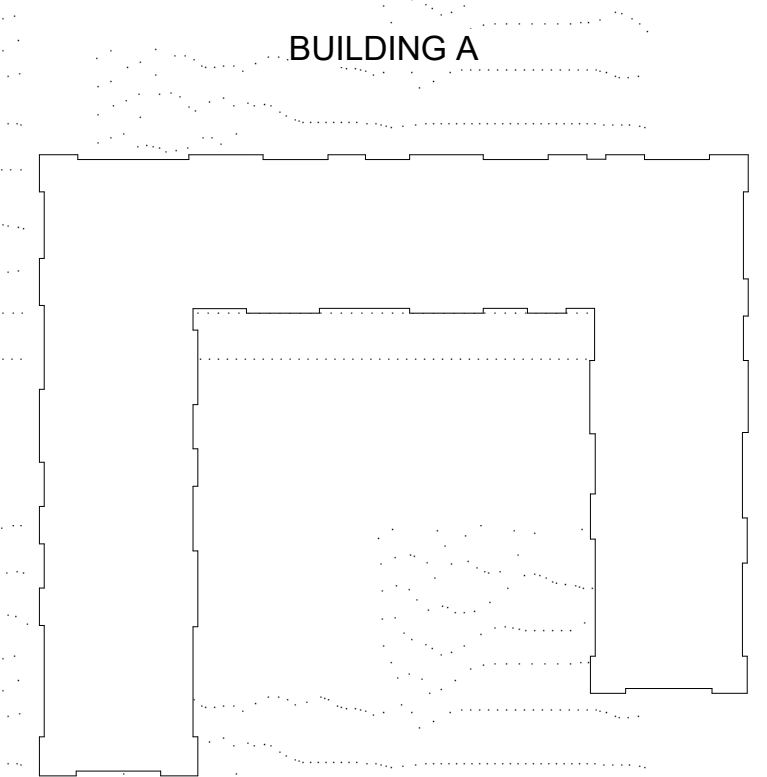


3 Building A Elevation 9  
1/8" = 1'-0"



① Building B Elevation 1  
1/8" = 1'-0"

- Truss Brg. 165'-0 5/8"
  - Level 6 155'-11 1/2"
  - Level 5 144'-9 5/8"
  - Level 4 133'-7 3/4"
  - Level 3 122'-5 7/8"
  - Level 2 111'-4"
  - Level 1 100'-0"
- VERTICAL CFB SIDING - BLACK
  - VERTICAL CFB SIDING - WOODLOOK
  - CFB HORIZONTAL LAP SIDING - WHITE
  - CFB HORIZONTAL LAP SIDING - WHITE
  - ADHEARED CONCRETE MASONRY UNITS
  - VERTICAL CFB SIDING - BLACK
  - ROCKFACE CMU - TAN/BUFF
  - CMU ACCENT BAND - TAN/BUFF
  - ROCKFACE CMU - DARK BROWN



KEYPLAN



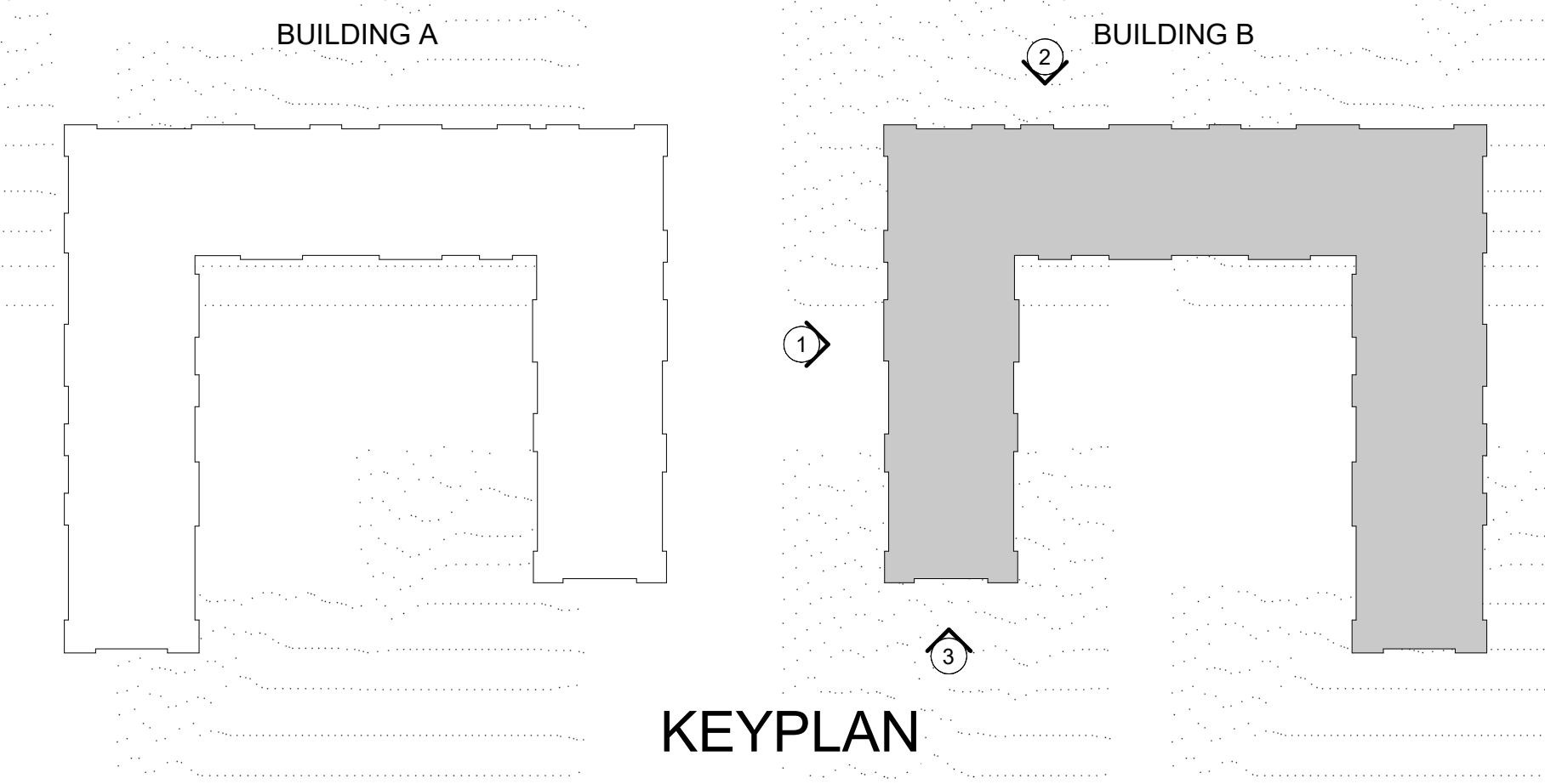
② Building B Elevation 2  
1/8" = 1'-0"

- Truss Brg. 165'-0 5/8"
- Level 6 155'-11 1/2"
- Level 5 144'-9 5/8"
- Level 4 133'-7 3/4"
- Level 3 122'-5 7/8"
- Level 2 111'-4"
- Level 1 100'-0"



③ Building B Elevation 3  
1/8" = 1'-0"

- Truss Brg. 165'-0 5/8"
- Level 6 155'-11 1/2"
- Level 5 144'-9 5/8"
- Level 4 133'-7 3/4"
- Level 3 122'-5 7/8"
- Level 2 111'-4"
- Level 1 100'-0"



① Building B Elevation 4  
1/8" = 1'-0"



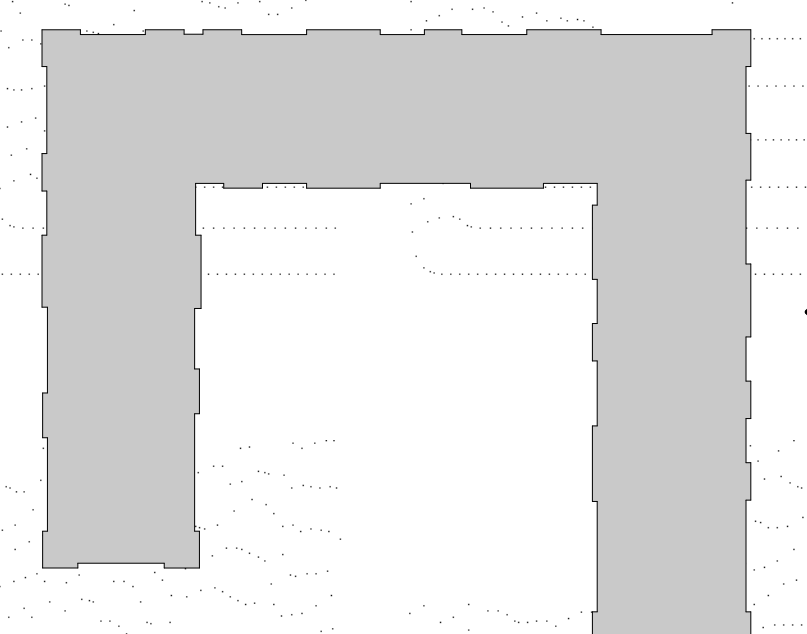
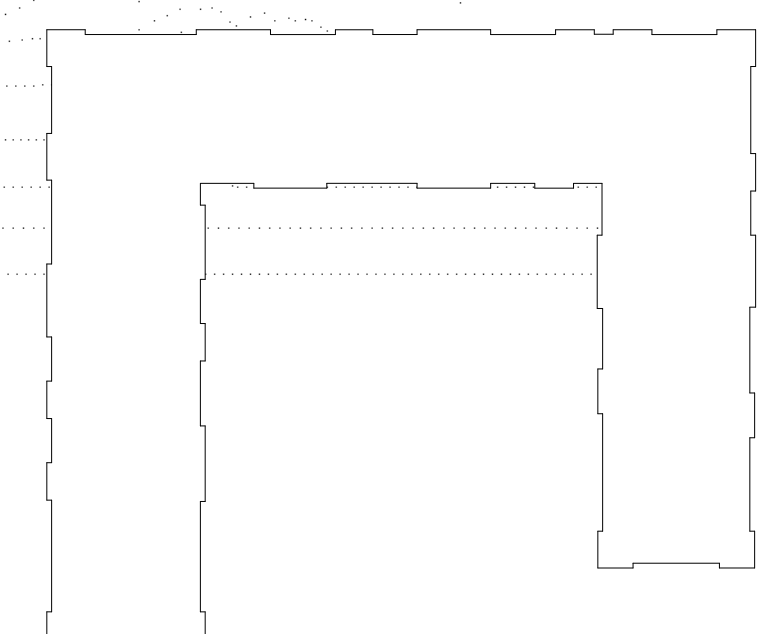
② Building B Elevation 5  
1/8" = 1'-0"



③ Building B Elevation 6  
1/8" = 1'-0"

BUILDING A

BUILDING B

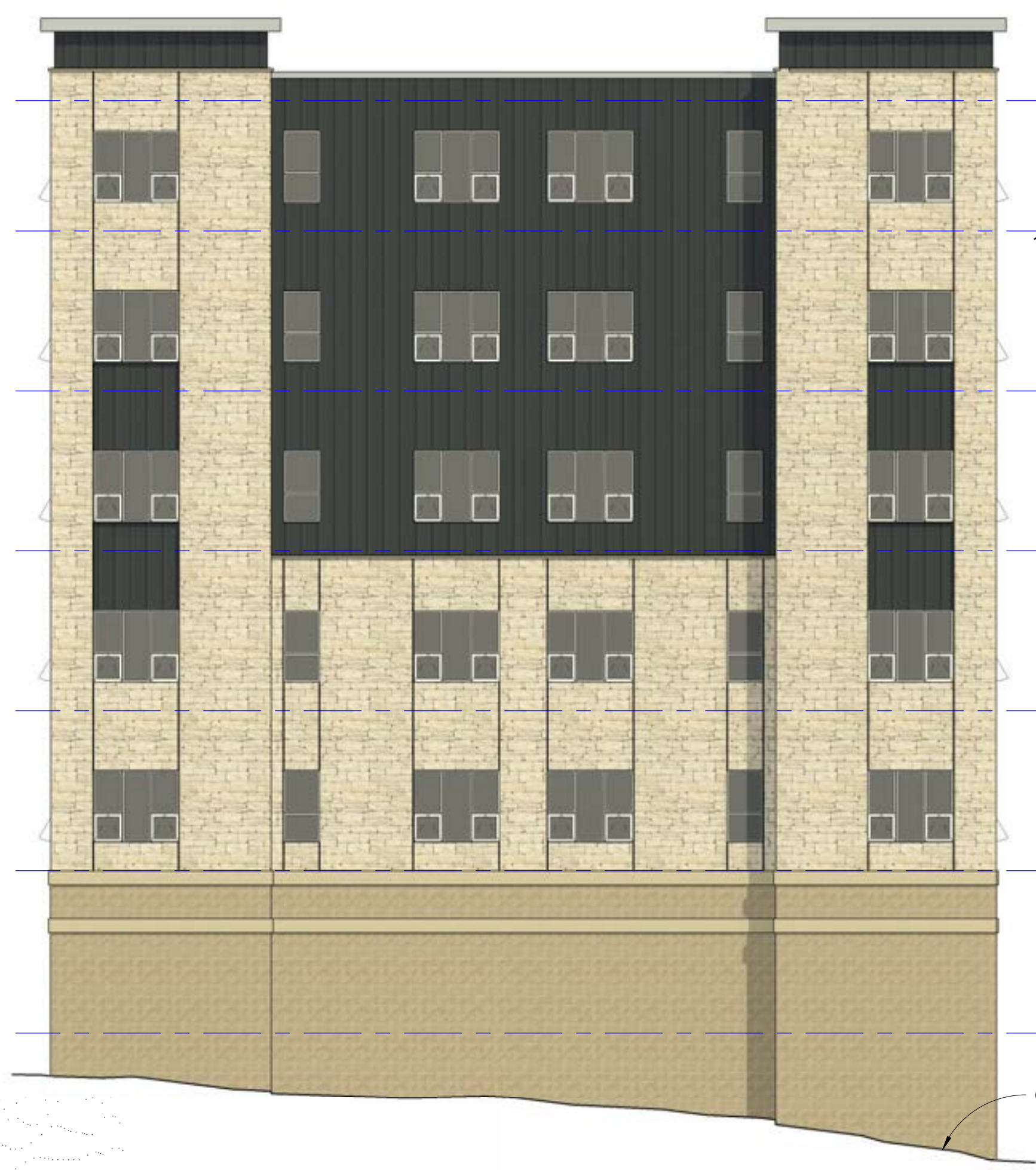


KEYPLAN

- Truss Brg. 165'-0 5/8"
- Level 6 155'-11 1/2"
- Level 5 144'-9 5/8"
- Level 4 133'-7 3/4"
- Level 3 122'-5 7/8"
- Level 2 111'-4"
- Level 1 100'-0"
- Level -1 88'-8"



1 Building B Elevation 7  
1/8" = 1'-0"



- Truss Brg. 165'-0 5/8"
- Level 6 155'-11 1/2"
- Level 5 144'-9 5/8"
- Level 4 133'-7 3/4"
- Level 3 122'-5 7/8"
- Level 2 111'-4"
- Level 1 100'-0"

2 Building B Elevation 8  
1/8" = 1'-0"



- Truss Brg. 165'-0 5/8"
- Level 6 155'-11 1/2"
- Level 5 144'-9 5/8"
- Level 4 133'-7 3/4"
- Level 3 122'-5 7/8"
- Level 2 111'-4"
- Level 1 100'-0"

3 Building B Elevation 9  
1/8" = 1'-0"









# Preliminary Site Development Plans

for

# Decatur North & Decatur South Apartments

Brooklyn Park, Minnesota

Presented by:  
Real Estate Equities

**CONSULTANT CONTACT LIST:**

DEVELOPER/OWNER  
REAL ESTATE EQUITIES  
579 SELBY AVE.  
651-389-3800  
ABISANZ@REEAPARTMENTS.COM  
CONTACT: ALEX BISANZ

CIVIL ENGINEER  
SAMBATEK  
12800 WHITEWATER DRIVE, SUITE 300  
MINNETONKA, MN 55343  
763-476-6010  
JBALZER@SAMBATEK.COM  
CONTACT: JOSH BALZER

ARCHITECT  
KAAS WILSON  
1301 AMERICAN BLVD E  
BLOOMINGTON, MN 55425  
612-879-6000  
CHRISTIANB@KAASWILSON.COM  
CONTACT: CHRISTIAN BORGAN

SURVEYOR  
SAMBATEK  
12800 WHITEWATER DRIVE, SUITE 300  
MINNETONKA, MN 55343  
763-476-6010  
MSALO@SAMBATEK.COM  
CONTACT: MARK SALO

GEOTECHNICAL  
BRAUN INTERTEC  
11001 HAMPSHIRE AVENUE SOUTH  
MINNEAPOLIS, MN 55438  
952-995-2000  
BROUNSVILLE@BRAUNINTERTEC.COM  
CONTACT: BRANDON ROUNSVILLE

LANDSCAPE ARCHITECT  
SAMBATEK  
12800 WHITEWATER DRIVE, SUITE 300  
MINNETONKA, MN 55343  
763-476-6010  
JWORKMAN@SAMBATEK.COM  
CONTACT: JOHNNIE WORKMAN

**BENCHMARKS**

BM NO. 1  
SMH.  
ELEV.=885.33  
  
BM NO. 2  
FOUND IRON PIPE NW COR OF SITE  
ELEV.=887.98

**SHEET INDEX**

SHEET	DESCRIPTION
C1.01	TITLE SHEET
C2.01	EXISTING CONDITIONS
C3.01	PRELIMINARY SITE PLAN
C4.01	PRELIMINARY GRADING PLAN
C5.01	EROSION CONTROL PHASE 1
C5.02	EROSION CONTROL PHASE 2
C5.03	EROSION CONTROL NOTES
C6.01	PRELIMINARY UTILITY PLAN
C9.01	CONSTRUCTION DETAILS
C9.02	CONSTRUCTION DETAILS
C9.03	CONSTRUCTION DETAILS
L1.01	TREES AND GROUND COVER
L1.02	SHRUB PLAN
L1.03	LANDSCAPE DETAILS AND NOTES



VICINITY MAP  
NO SCALE

**GOVERNING SPECIFICATIONS**

CITY OF BROOKLYN PARK SPECIFICATIONS (2022)  
CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS (2013)  
MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (2018 EDITION)

24.15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 1/25/2023 5:21:51 PM  
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NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.  
Print Name: **JOSHUA BALZER**  
Date: \_\_\_\_\_ License # 57133

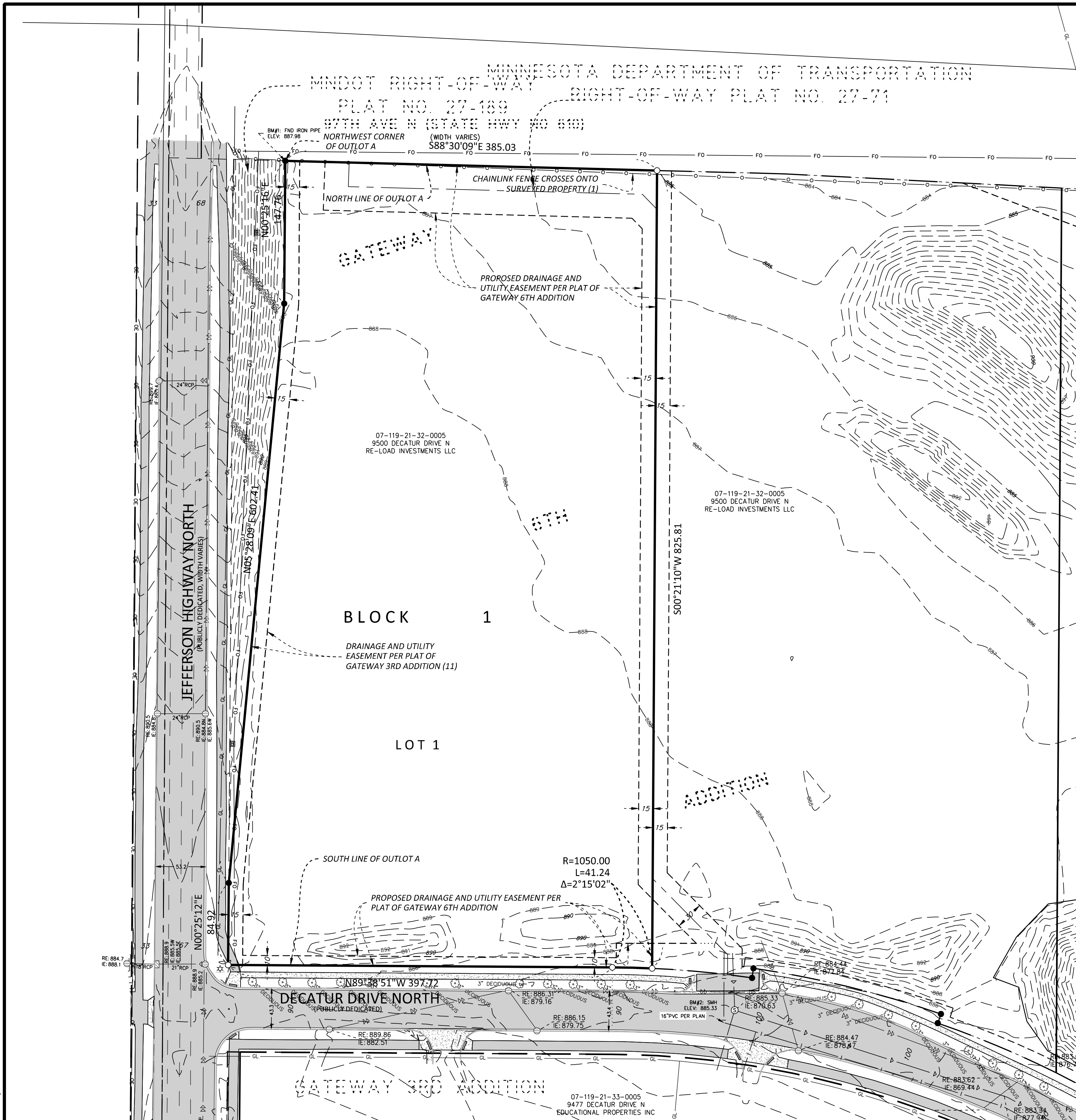
PRELIMINARY  
01/25/2023  
DESIGN REVIEW  
  
PERMIT SUBMITTAL  
  
CONSTRUCTION DOCUMENTS

DRAWN BY  
TK  
DESIGNED BY  
JB  
CHECKED BY  
ST  
PROJECT NO.  
51412



TITLE SHEET  
REAL ESTATE EQUITIES  
PRELIMINARY SITE DEVELOPMENT PLANS  
DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

SHEET  
**C1.01**  
OF  
REV. #



LEGEND		
● FOUND MONUMENT	— BOUNDARY LINE	--- EASEMENT LINE
○ FOUND CAST IRON MONUMENT	--- RIGHT-OF-WAY LINE	--- SETBACK LINE
○ FOUND RIGHT-OF-WAY MONUMENT	--- UNDERLYING / ADJACENT LOT	--- RESTRICTED ACCESS
○ SET MONUMENT MARKED LS 43933	--- TIE LINE	--- TREE LINE
○ GATE VALVE / HYDRANT	--- SECTION LINE	--- CONCRETE CURB
○ SANITARY MANHOLE	(100.00) DEED DISTANCE	--- BUILDING LINE
○ STORM MANHOLE	— WATERMAIN	--- BUILDING CANOPY
○ STORM CATCH BASIN	— SANITARY SEWER	--- BITUMINOUS SURFACE
○ FLARED END SECTION	— STORM SEWER	--- CONCRETE SURFACE
△ TRANSFORMER	— CLEAN OUT	○ DECIDUOUS TREE
★ LIGHT	— UNDERGROUND ELECTRIC	○ CONIFEROUS TREE
○ GUY ANCHOR	— UT UNDERGROUND TELEPHONE	○ SPOT ELEVATION
○ UTILITY POLE	— UG UNDERGROUND GAS	○ CONTOUR
○ GUARD POST	— OE OVERHEAD ELECTRICAL WIRE	○ SOIL BORING
○ SIGN	○ CHAIN LINK FENCE	○ REGULAR PARKING STALL COUNT
○ GAS METER	○ WOOD FENCE	○ TRAFFIC MARKERS
○ GAS MANHOLE	○ WIRE FENCE	
○ ELECTRIC MANHOLE	— WET LAND	
○ ELECTRIC METER	— RETAINING WALL	
○ CABLE TV BOX	— BLOCK RETAINING WALL	
○ COMMUNICATIONS MANHOLE	— STONE RETAINING WALL	
	— POND / WATER LINE	
	--- FEMA FLOOD ZONE LINE	

**DESCRIPTION**  
 LOT 1, BLOCK 1, GATEWAY 6TH ADDITION, HENNEPIN COUNTY, MINNESOTA (ABSTRACT PROPERTY).

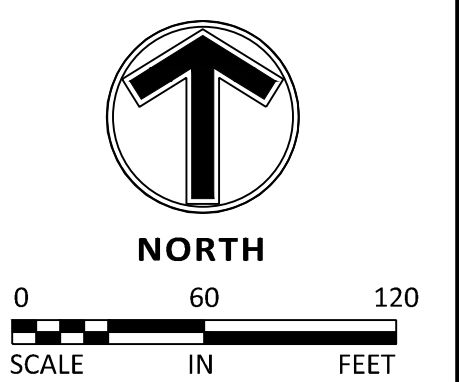
- PROPERTY SUMMARY**
- SUBJECT PROPERTIES ADDRESS IS 9500 DECATUR DRIVE NORTH, ITS PROPERTY IDENTIFICATION NUMBER IS 0711921320005.
  - THE GROSS AREA OF THE SUBJECT PROPERTY IS 7.803 ACRES OR 339,896 SQUARE FEET.
  - THE SUBJECT PROPERTY IS ZONED GENERAL BUSINESS DISTRICT (B3), PER ZONING MAP FOUND ON THE CITY OF BROOKLYN PARK WEBSITE ACCESS 05/13/2022
  - THERE WERE NO BUILDINGS OBSERVED ON THE SURVEYED PROPERTY.

- BENCHMARKS**
- THE VERTICAL DATUM IS BASED ON NAVD88. THE ORIGINATING BENCH MARKS ARE 2750J AND JACOB, BOTH REFERENCED FROM THE MNDOT GEODETIC DATABASE
- BENCHMARK #1  
 SMH. ELEV.=885.33
- BENCHMARK #2  
 FOUND IRON PIPE NW COR OF SITE. ELEV.=887.98

- SURVEY NOTES**
- THE BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM, NAD83 (1986 ADJUST).
  - FIELD WORK WAS COMPLETED ON 09/13/2021.

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).

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



24.15 (LWS TECH) | JOSHUA BAIZER, PE (MN) | 2/20/2023 1:28:03 PM | L:\PROJECTS\51412\CADD\SHEETS\51412-C2-EXCND.DWG\C2.01 EXCND

NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

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

Print Name: **PRELIMINARY**

Date \_\_\_\_\_ License # \_\_\_\_\_

PRELIMINARY 01/25/2023 DESIGN REVIEW	DRAWN BY
PERMIT SUBMITTAL	DESIGNED BY
CONSTRUCTION DOCUMENTS	CHECKED BY
	PROJECT NO. 51412

EXISTING CONDITIONS

REAL ESTATE EQUITIES

PRELIMINARY SITE DEVELOPMENT PLANS

DECATUR NORTH & DECATUR SOUTH APARTMENTS

BROOKLYN PARK, MN

SHEET

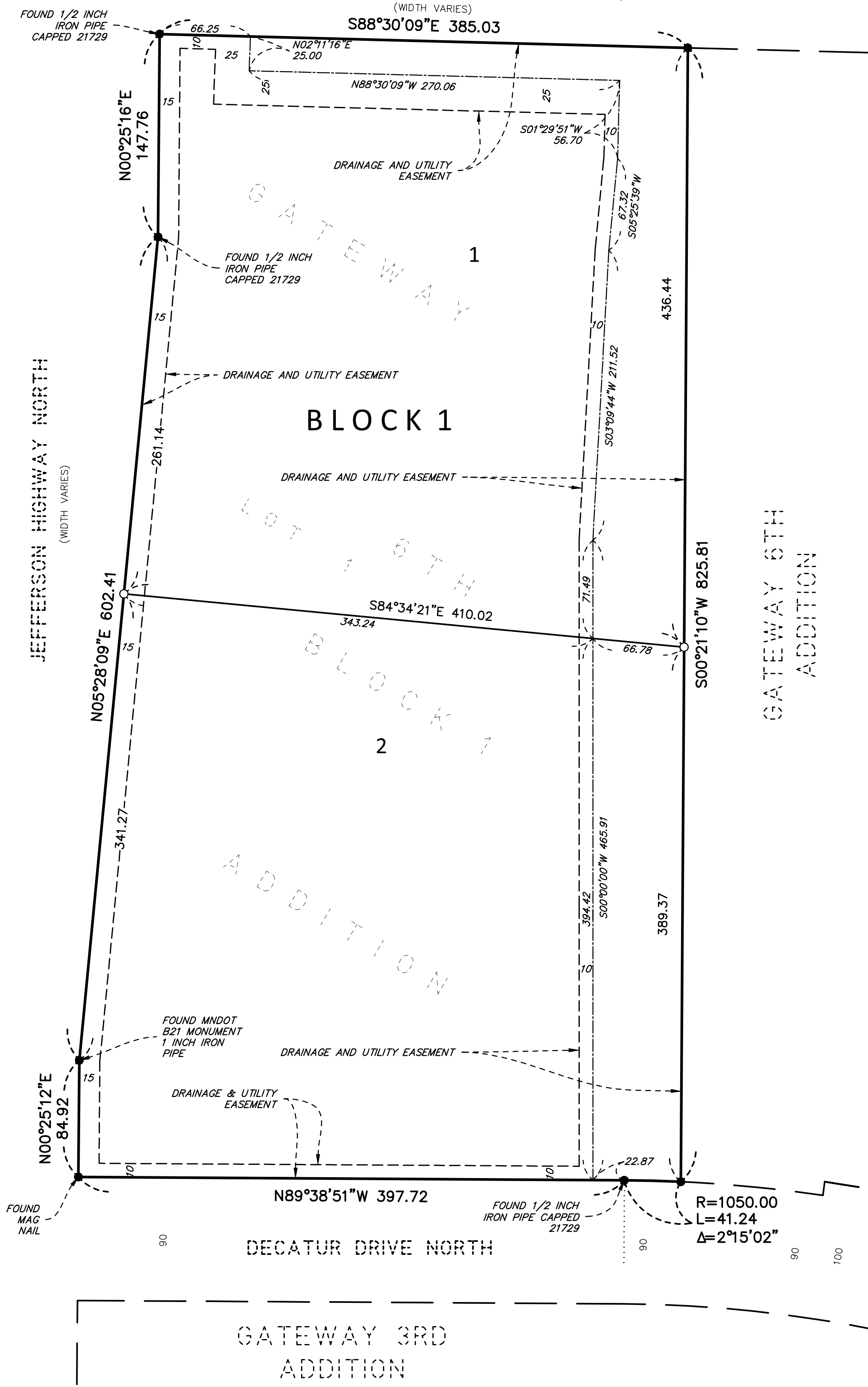
**C2.01**

OF

REV. #

# GATEWAY 7TH ADDITION PRELIMINARY PLAT

MINNESOTA DEPARTMENT OF TRANSPORTATION  
RIGHT-OF-WAY PLAT NO. 27-189  
97TH AVE N (STATE HWY NO 610)  
(WIDTH VARIES)



### SURVEY NOTES

- THIS SURVEY WAS PREPARED UTILIZING TITLE COMMITMENT NO. 67166 BY OLD REPUBLIC TITLE INSURANCE COMPANY, BEARING AN EFFECTIVE DATE OF 08/21/2022.
- THE BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM, NAD83 (1986 ADJUST).
- THE GROSS LAND AREA OF THE SUBJECT PROPERTY IS 7.803 ACRES OR 339,896 SQUARE FEET
- THE FIELD WORK WAS COMPLETED ON 9/13/2023.

### DESCRIPTION

LOT 1, BLOCK 1, GATEWAY 6TH ADDITION, HENNEPIN COUNTY, MINNESOTA

### PROPERTY SUMMARY

TOTAL SITE AREA: 339,896 S.F. (GROSS)

### LOT SUMMARY

NUMBER OF LOTS: 2  
AVERAGE LOT SIZE: 169,948 S.F.  
MINIMUM LOT SIZE: 166,021 S.F.  
MAXIMUM LOT SIZE: 173,876 S.F.

### SITE DENSITY

PROPOSED DENSITY: 45 UNITS PER ACRE (GROSS)

### SITE SETBACKS

CURRENT ZONE: B3/PD	PROPOSED ZONE: TOWN CENTER DISTRICT
BUILDING SETBACKS	PARKING SETBACKS
FRONT YARD: 50 FT	FRONT YARD: 15 FT
REAR YARD: 50 FT	REAR YARD: 15 FT
SIDE YARD: 50 FT	SIDE YARD: 5 FT
ARTERIAL STREET: 50 FT	ARTERIAL STREET: 15 FT

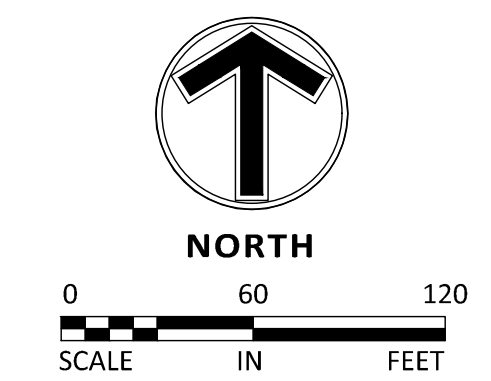
### DEVELOPMENT NOTES

- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
- DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO 1 FOOT ABOVE THE HIGH WATER LEVEL OF ALL PONDS.

### LEGEND

● FOUND MONUMENT	— BOUNDARY LINE	- - - EASEMENT LINE
⊙ FOUND CAST IRON MONUMENT	— RIGHT-OF-WAY LINE	- - - SETBACK LINE
⊙ FOUND RIGHT-OF-WAY MONUMENT	- - - UNDERLYING / ADJACENT LOT	- - - RESTRICTED ACCESS
○ SET MONUMENT MARKED LS 43933	— TIE LINE	- - - TREE LINE
⊗ GATE VALVE / HYDRANT	- - - SECTION LINE	- - - CONCRETE CURB
⊙ SANITARY MANHOLE	(100.00) DEED DISTANCE	- - - BUILDING LINE
⊙ CLEAN OUT	— WATERMAIN	- - - BUILDING CANOPY
⊙ STORM MANHOLE	— SANITARY SEWER	- - - BITUMINOUS SURFACE
⊙ STORM CATCH BASIN	— STORM SEWER	- - - CONCRETE SURFACE
⊙ FLARED END SECTION	— UNDERGROUND ELECTRIC	⊙ DECIDUOUS TREE
⊙ TRANSFORMER	— UT UNDERGROUND TELEPHONE	⊙ CONIFEROUS TREE
⊙ LIGHT	— UG UNDERGROUND GAS	⊙ SPOT ELEVATION
⊙ GUY ANCHOR	— OE OVERHEAD ELECTRICAL WIRE	⊙ CONTOUR
⊙ UTILITY POLE	— CL CHAIN LINK FENCE	⊙ SOIL BORING
⊙ GUARD POST	— WF WOOD FENCE	⊙ REGULAR PARKING
⊙ SIGN	— WF WIRE FENCE	⊙ STALL COUNT
⊙ GAS METER	— WL WET LAND	⊙ TRAFFIC MARKERS
⊙ GAS MANHOLE	— RW RETAINING WALL	
⊙ ELECTRIC MANHOLE	— BR BLOCK RETAINING WALL	
⊙ ELECTRIC METER	— SM STONE RETAINING WALL	
⊙ TELEPHONE PEDESTAL	— PW POND / WATER LINE	
⊙ CABLE TV BOX	— FFL FEMA FLOOD ZONE LINE	
⊙ COMMUNICATIONS MANHOLE		

### VICINITY MAP



24.15 (LWS TECH) | JOSHUA BAIZER, PE (MN) | 2/22/2023 11:46:46 AM  
L:\PROJECTS\51412\CAD\SURVEY\SHEETS\51412-PLAT.DWG.C2.02 PRELIMINARY PLAT

NO	DATE	BY	CKD	APPR	COMMENT

I hereby certify that this plan, survey, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
Print Name: \_\_\_\_\_ R. Salo  
Date: 02/22/2023 License #: 43933

DATE ISSUED  
02/17/2023

DRAWN BY  
DJT  
DESIGNED BY  
CHECKED BY  
MRS  
PROJECT NO.  
51412

**Sambatek**  
www.sambatek.com  
Engineering | Surveying | Planning | Environmental

GATEWAY 7TH ADDITION PRELIMINARY PLAT  
REAL ESTATE EQUITIES  
GATEWAY 6TH ADDITION, LOT 1  
DECATUR DRIVE  
BROOKLYN PARK, MINNESOTA

SHEET  
**C2.02**  
OF 1  
REV.

PLAT NO. 27-183

**KEY NOTES**

- A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
- B. B-612 CONCRETE CURB AND GUTTER
- C. B-618 6" CONCRETE CURB AND GUTTER
- D. CONCRETE APRON
- E. FLAT CURB SECTION
- F. CONCRETE SIDEWALK (6' WIDE UNLESS OTHERWISE NOTED)
- G. SEGMENTAL BLOCK RETAINING WALL
- H. ACCESSIBLE RAMP
- I. ACCESSIBLE STALL STRIPING
- J. ACCESSIBLE PARKING SIGN
- K. TRANSFORMER
- L. KNOCK DOWN BOLLARDS
- M. SURMOUNTABLE CURB AND GUTTER

**LEGEND**

	PROPOSED		EXISTING		BOUNDARY LINE		STANDARD DUTY ASPHALT PAVING
	PROPOSED		EXISTING		CONCRETE CURB		HEAVY DUTY ASPHALT PAVING
	PROPOSED		EXISTING		EASEMENT LINE		CONCRETE PAVING
	PROPOSED		EXISTING		BUILDING LINE		CONCRETE SIDEWALK
	PROPOSED		EXISTING		RETAINING WALL		PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
	PROPOSED		EXISTING		WETLAND		GRASS PAVERS (FIRE APPARATUS ACCESS ROAD)
	PROPOSED		EXISTING		TREE LINE		
	PROPOSED		EXISTING		SAW CUT LINE		
	SIGN						
	BOLLARD						
	REGULAR PARKING STALL COUNT						
	KEYNOTE						

**DEVELOPMENT SUMMARY**

DEVELOPMENT SUMMARY		RESIDENTIAL	
AREA		BUILDING SETBACKS	
LOT 1 AREA	3.81 AC	FRONT YARD	50 FT
LOT 2 AREA	3.99 AC	REAR YARD	50 FT
GROSS SITE AREA	7.80 AC	EAST SIDE YARD	50 FT
IMPERVIOUS	4.15 AC	WEST SIDE YARD	50 FT
PERVIOUS	3.65 AC		
PARKING SUMMARY		PARKING SETBACKS	
EXTERIOR	213	FRONT YARD	15 FT
INTERIOR	446	REAR YARD	15 FT
TOTAL PARKING PROVIDED	659	EAST SIDE YARD	5 FT
TOTAL PARKING REQUIRED	630	WEST SIDE YARD	15 FT
APARTMENT BUILDINGS		ZONING	
DECATUR NORTH	175	EXISTING ZONING	B3/PD
DECATUR SOUTH	175	PROPOSED ZONING	TOWN CENTER DISTRICT
GROSS DENSITY	45 U/A		

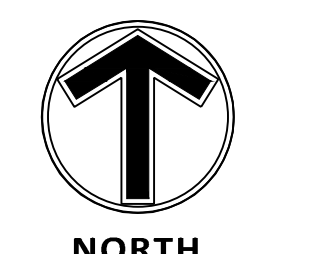
**DEVELOPMENT NOTES**

- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- 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.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- SEE ARCHITECTURAL PLANS FOR PYLON SIGN DETAILS
- LIGHT STANDARD LOCATIONS ARE FOR REFERENCE ONLY, SITE LIGHTING PLAN IS DESIGN BUILD BY CONTRACTOR. CONTRACTOR SHALL CONFIRM LIGHT STANDARD LOCATION WITH LIGHTING VENDOR. OR SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
- REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
- ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE HAVE BEEN DESIGNED WITH A MAXIMUM LONGITUDINAL SLOPE OF 4.5%, AND A MAXIMUM CROSS SLOPE OF 1.5%. THIS IS LESS THAN THE ADA CODE MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). THE MAXIMUM DESIGN SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE IS 1.5%, LESS THAN THE ADA CODE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE OF 2.00% (1:50). 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.
- "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.

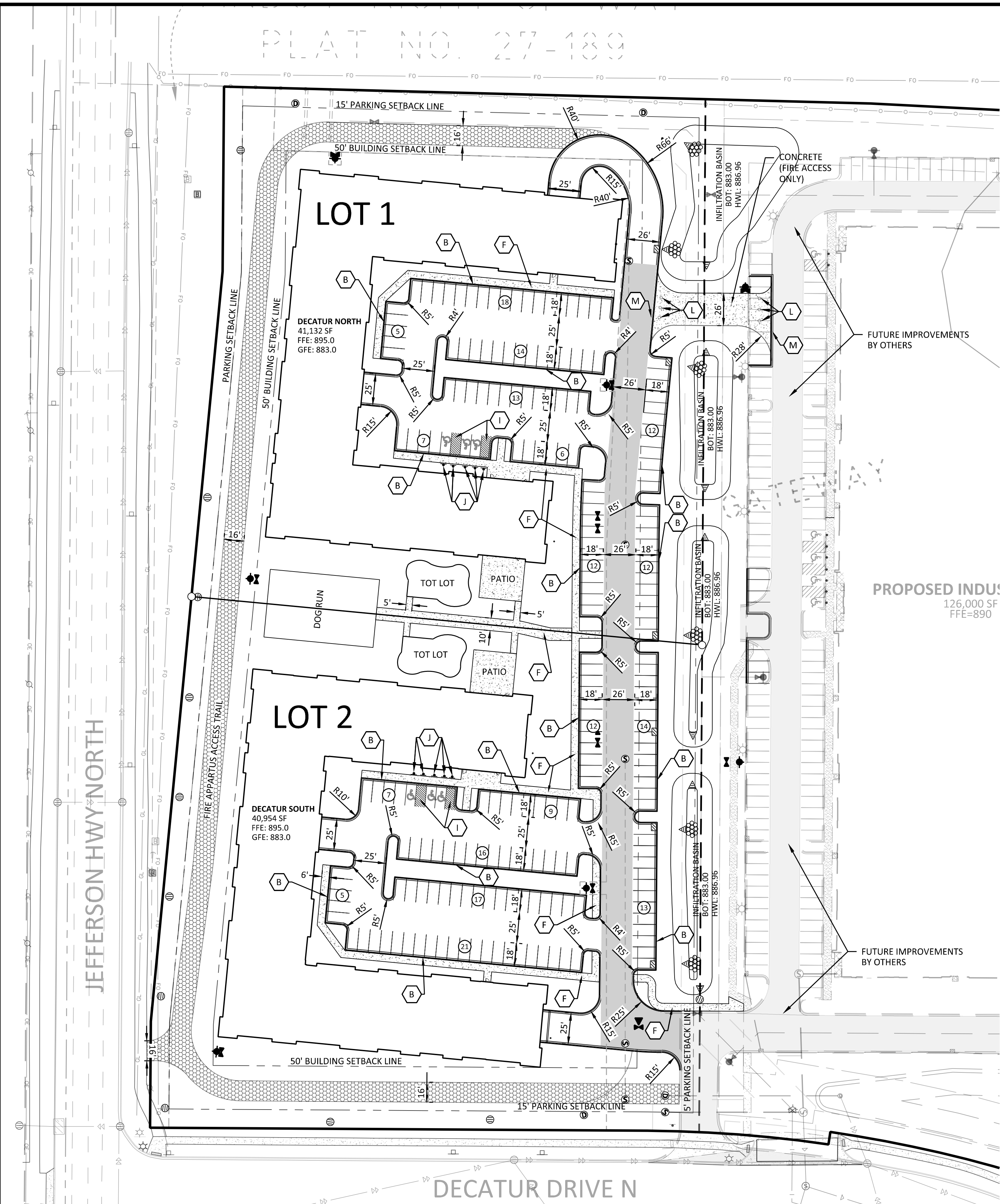
**CIVIL 3D MODEL LIMITATIONS**  
SAMBATEK'S DELIVERABLE AND GOVERNING DOCUMENTS FOR CONSTRUCTION SHALL BE A HARD COPY AND/OR PDF PLAN SHEETS. IF A CIVIL 3D MODEL IS GENERATED IN THE PROCESS OF PREPARING THE PLAN SHEETS, IT IS AS A DESIGN TOOL ONLY AND NOT AS A SEPARATE DELIVERABLE. AT THE OWNER'S REQUEST, WE WILL RELEASE OUR CIVIL 3D MODEL FOR THE CONTRACTOR'S USE. HOWEVER, ITS USE IS AT THE CONTRACTOR'S RISK AND SHALL NOT BE USED FOR STAKING OF CURB, SIDEWALK, OR OTHER HARD SURFACE IMPROVEMENTS. IF A CIVIL 3D MODEL FOR STAKING HARD SURFACE IMPROVEMENTS IS REQUIRED, WE CAN PROVIDE A SUPPLEMENTAL AGREEMENT FOR REFINEMENT AND PREPARATION OF THE CIVIL 3D MODEL.

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).

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



**NORTH**  
0 50 100  
SCALE IN FEET



NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
Print Name: **PRELIMINARY** JOSHUA BALZER  
Date \_\_\_\_\_ License # 57133

PRELIMINARY 01/25/2023 DESIGN REVIEW	DRAWN BY TK
PERMIT SUBMITTAL	DESIGNED BY JB
CONSTRUCTION DOCUMENTS	CHECKED BY ST
	PROJECT NO. 51412



**PRELIMINARY SITE PLAN**  
REAL ESTATE EQUITIES  
**PRELIMINARY SITE DEVELOPMENT PLANS**  
DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

**SHEET**  
**C3.01**  
OF  
REV. #

24:15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 2/22/2023 11:50:21 AM  
L:\PROJECTS\51412\CAD\SHETS\51412-C3-SITE.DWG\C3.01 PRELIMINARY SITE PLAN

**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: BRAUN INTERTEC  
ADDRESS: 11001 HAMPSHIRE AVENUE S, MINNEAPOLIS, MN  
PHONE: 952-995-2000  
DATED: OCTOBER 1ST 2021  
CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT.
- CONTRACTOR SHALL COMPLETE DETERMINING 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 TREED 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.
    - TUMP 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 SEEDED 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.
  - 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 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.

**CIVIL 3D MODEL LIMITATIONS**

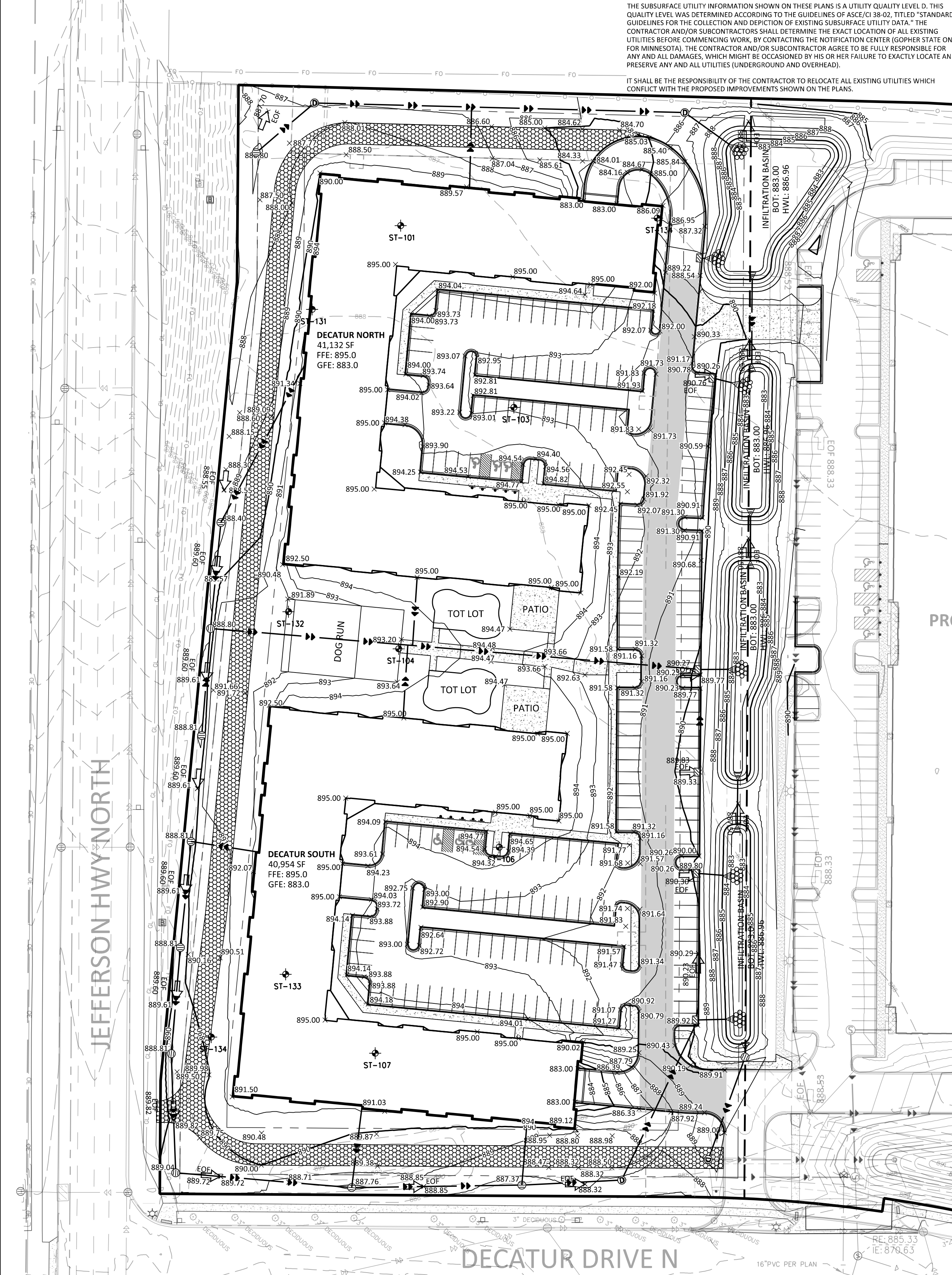
SAMBATEK'S DELIVERABLE AND GOVERNING DOCUMENTS FOR CONSTRUCTION SHALL BE A HARD COPY AND/OR PDF PLAN SHEETS. IF A CIVIL 3D MODEL IS GENERATED IN THE PROCESS OF PREPARING THE PLAN SHEETS, IT IS AS A DESIGN TOOL ONLY AND NOT AS A SEPARATE DELIVERABLE. AT THE OWNER'S REQUEST, WE WILL RELEASE OUR CIVIL 3D MODEL FOR THE CONTRACTOR'S USE. HOWEVER, ITS USE IS AT THE CONTRACTOR'S RISK AND SHALL NOT BE USED FOR STAKING OF CURB, SIDEWALK, OR OTHER HARD SURFACE IMPROVEMENTS. IF A CIVIL 3D MODEL FOR STAKING HARD SURFACE IMPROVEMENTS IS REQUIRED, WE CAN PROVIDE A SUPPLEMENTAL AGREEMENT FOR REFINEMENT AND PREPARATION OF THE CIVIL 3D MODEL.

**LEGEND**


0 50 100  
SCALE IN FEET

**NORTH**

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/C1 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).  
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.  
Print Name: **JOSHUA BALZER**  
Date: \_\_\_\_\_ License # 57133

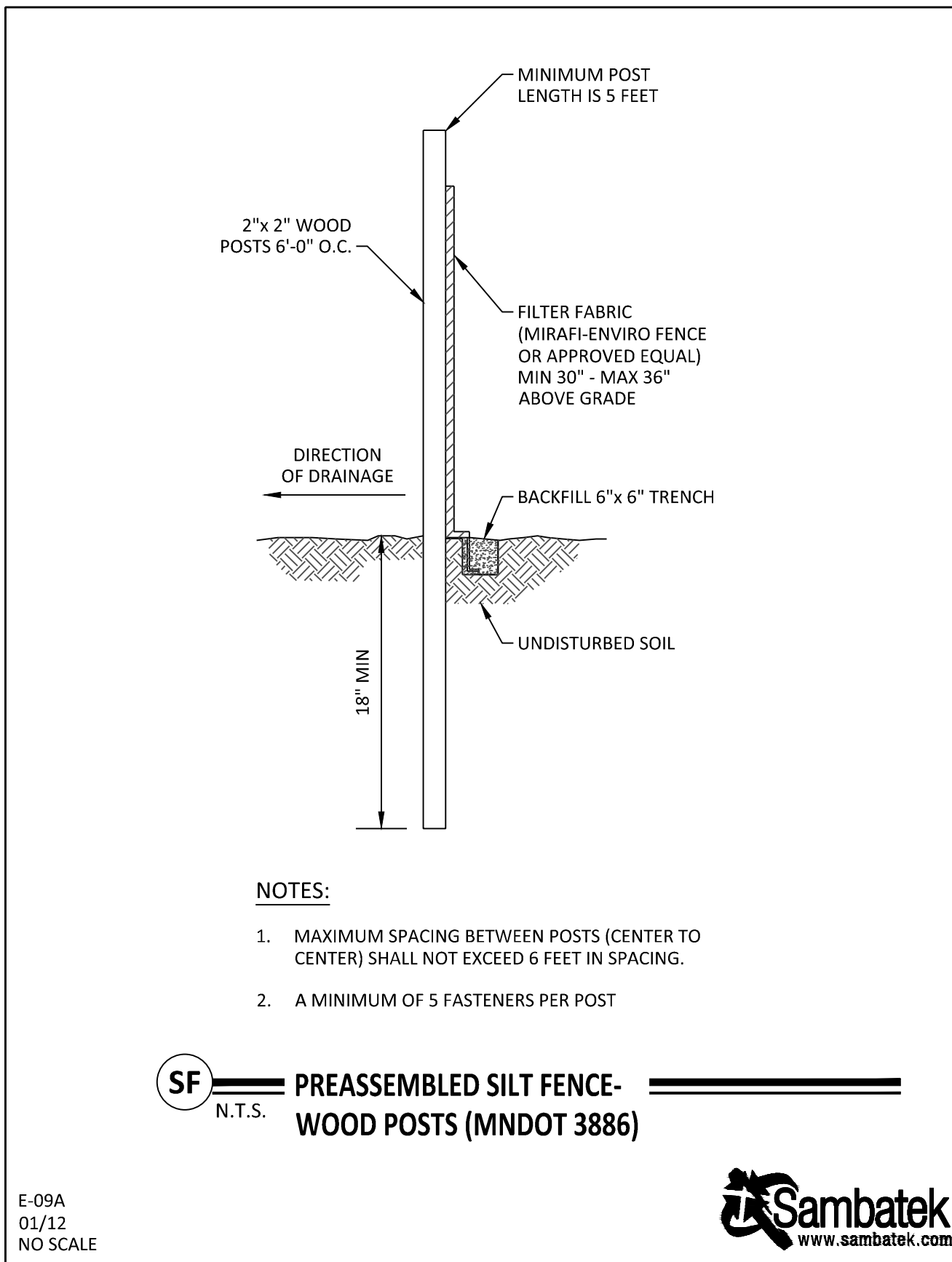
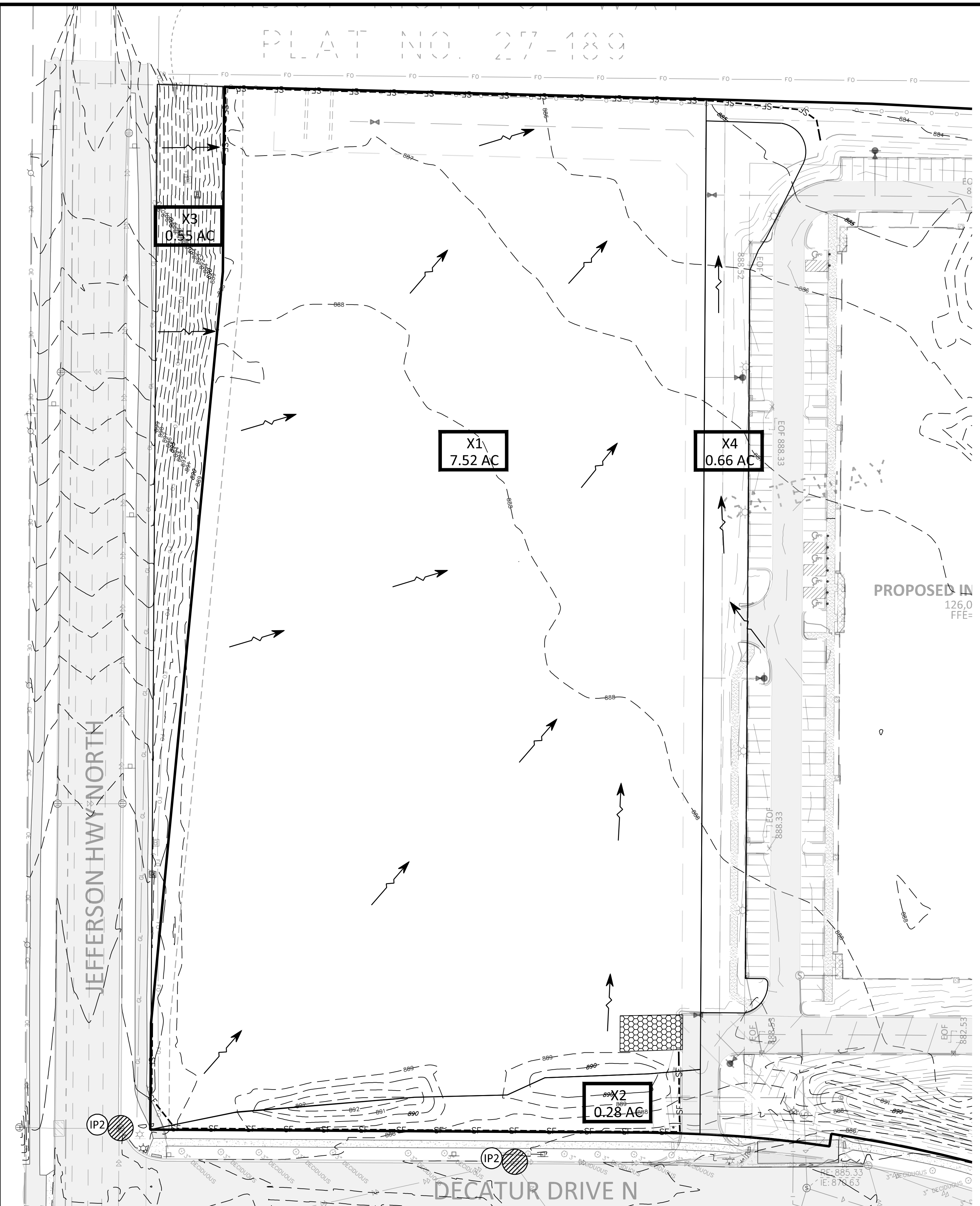
PRELIMINARY  
01/25/2023  
DESIGN REVIEW  
DESIGNED BY  
TK  
CHECKED BY  
JB  
ST  
PROJECT NO.  
51412

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PRELIMINARY GRADING PLAN  
REAL ESTATE EQUITIES  
PRELIMINARY SITE DEVELOPMENT PLANS  
DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

SHEET  
**C4.01**  
OF  
REV. #

PLAT NO. 27-189



**LEGEND**

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

**NOTE TO CONTRACTOR**

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**EROSION CONTROL MATERIALS QUANTITIES**

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	1,110
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	0
INLET PROTECTION DEVICE (IP-2)	UNIT	2

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

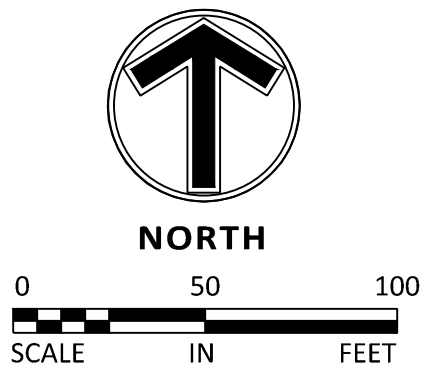
**SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE**

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

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24.15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 1/23/2023 12:16:52 PM | L:\PROJECTS\51412\CAD\SHEETS\51412-C5-EROS.DWG\C5.01 EROSION CONTROL PHASE 1

NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

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

Print Name: **JOSHUA BALZER**

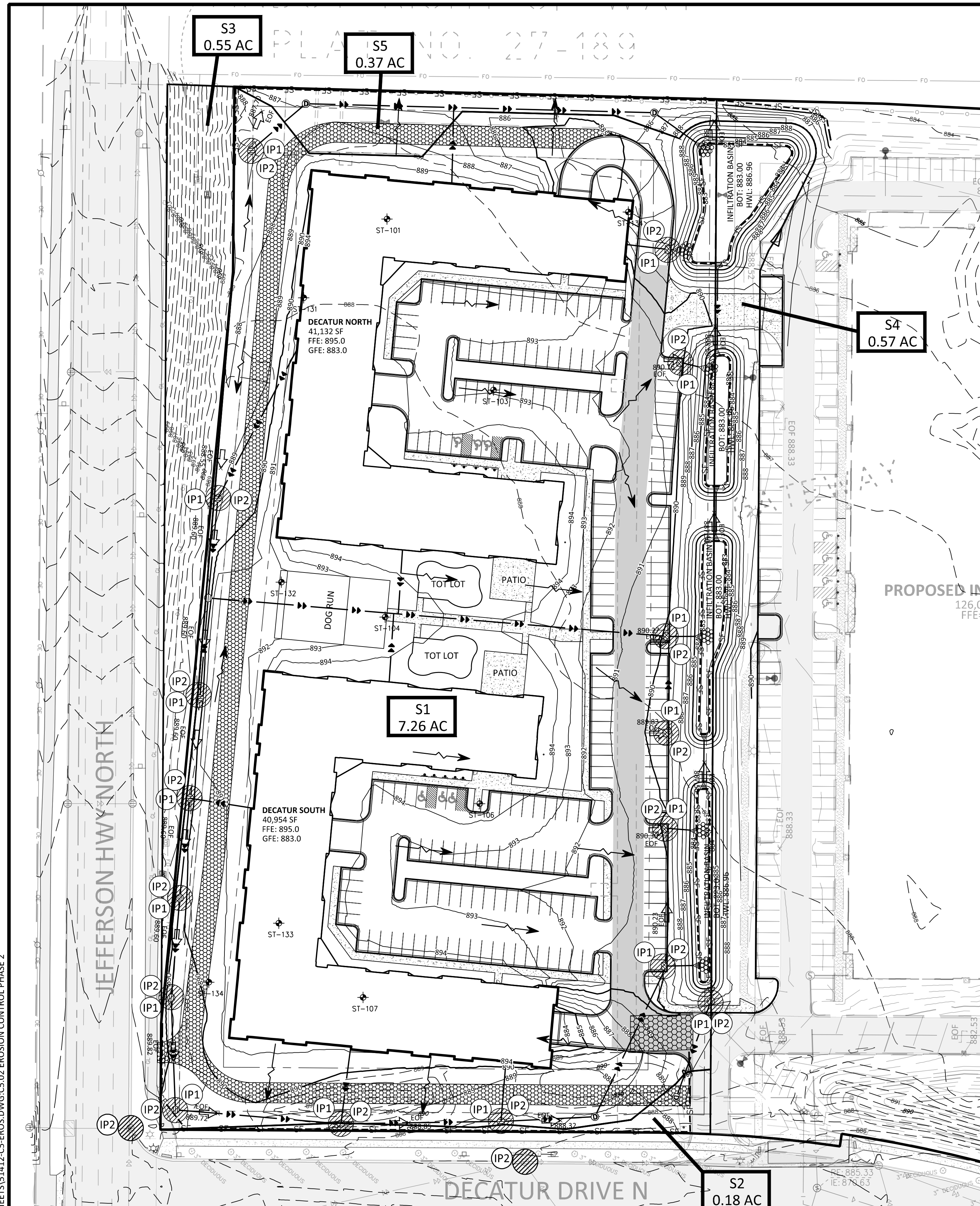
**PRELIMINARY**

Date: \_\_\_\_\_ License # 57133

PRELIMINARY 01/25/2023 DESIGN REVIEW	DRAWN BY TK	 www.sambatek.com Engineering   Surveying   Planning   Environmental
PERMIT SUBMITTAL	DESIGNED BY JB	
CONSTRUCTION DOCUMENTS	CHECKED BY ST	
	PROJECT NO. 51412	

<b>EROSION CONTROL PHASE 1</b> REAL ESTATE EQUITIES PRELIMINARY SITE DEVELOPMENT PLANS DECATUR NORTH & DECATUR SOUTH APARTMENTS BROOKLYN PARK, MN	SHEET <b>C5.01</b> OF REV. #
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### LEGEND

PROPOSED	EXISTING	
		CONCRETE CURB
		STORM SEWER
		DRAINTILE
		CONTOUR
		RIPRAP
		OVERFLOW ELEV.
		BIO-ROLL
		SILT FENCE
		SILT DIKE
		LIMITS OF DISTURBANCE
		SOIL BORINGS
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### EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	CUMULATIVE QUANTITY
SILT FENCE	LINEAR FEET	2,300
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	16
INLET PROTECTION DEVICE (IP-2)	UNIT	18

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

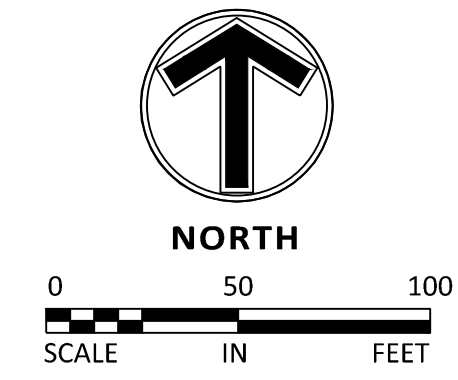
### SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

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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PERMANENT CONTROL STRUCTURES																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			
STORM FACILITIES																			

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NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

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

Print Name: **PRELIMINARY** JOSHUA BALZER  
 License # 57133

PRELIMINARY  
 DESIGN REVIEW  
 PERMIT SUBMITTAL  
 CONSTRUCTION DOCUMENTS

DRAWN BY TK  
 DESIGNED BY JB  
 CHECKED BY ST  
 PROJECT NO. 51412



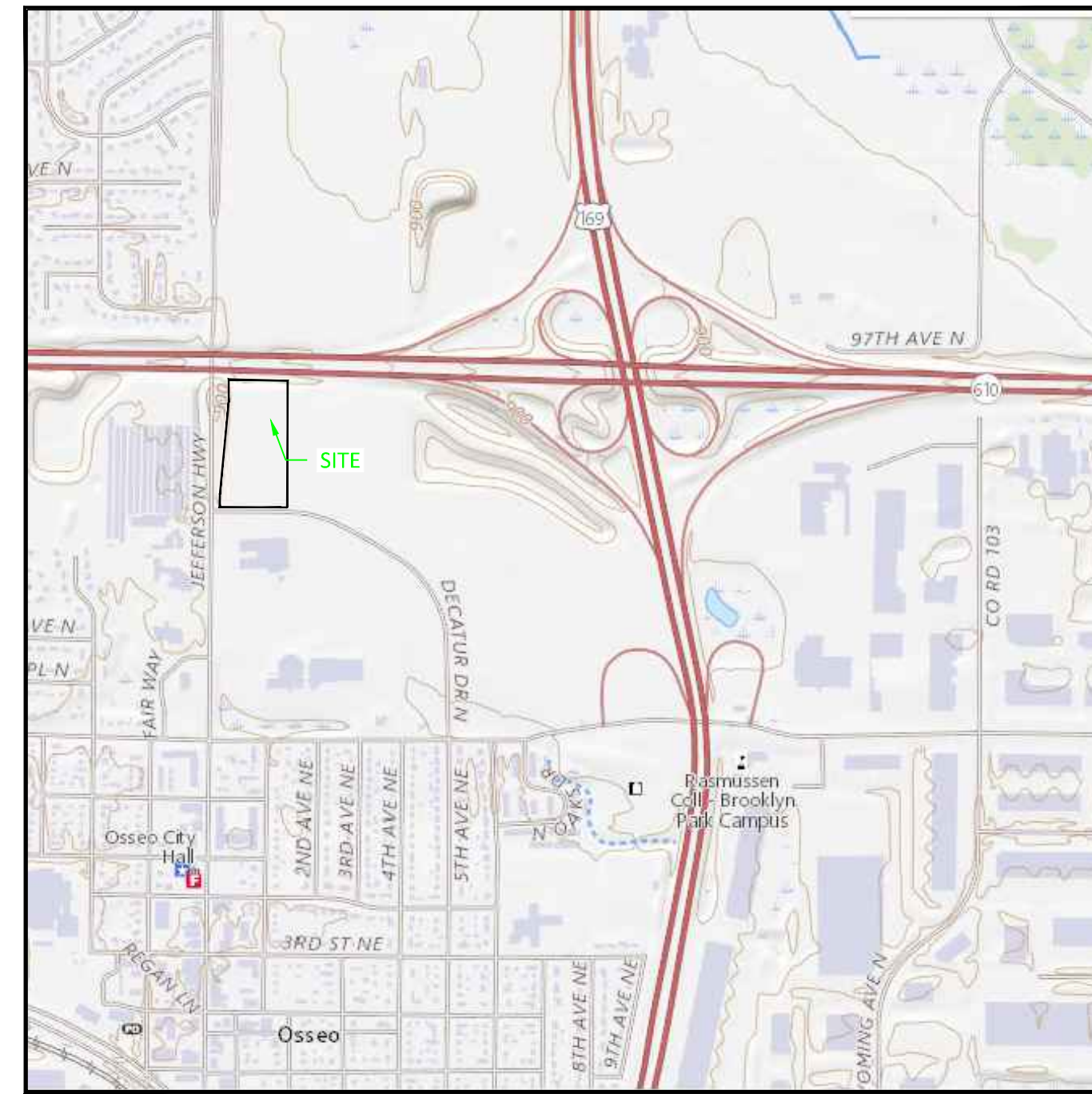
**EROSION CONTROL PHASE 2**  
 REAL ESTATE EQUITIES  
 PRELIMINARY SITE DEVELOPMENT PLANS  
 DECATUR NORTH & DECATUR SOUTH APARTMENTS  
 BROOKLYN PARK, MN

SHEET  
**C5.02**  
 OF  
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24.15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 1/23/2023 12:16:52 PM | L:\PROJECTS\51412\CAD\SHEETS\51412-C5-EROS.DWG.C5.02 EROSION CONTROL PHASE 2

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

**GENERAL EROSION NOTES:**



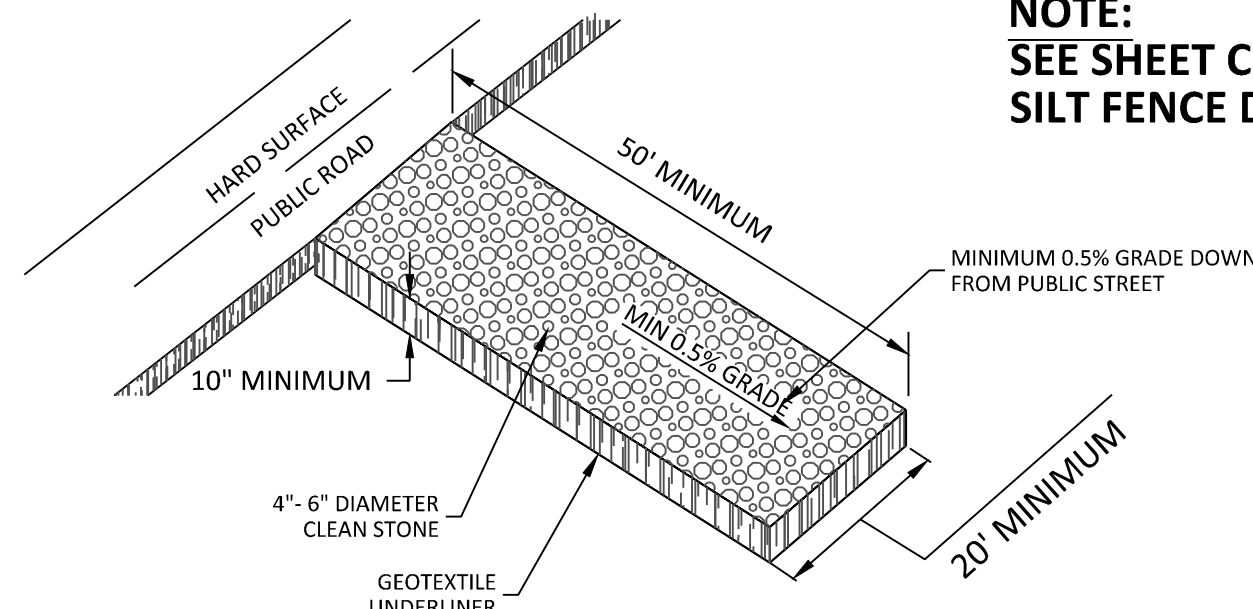
**SITE LOCATION MAP**  
NOT TO SCALE

**USGS MAP**  
NOT TO SCALE

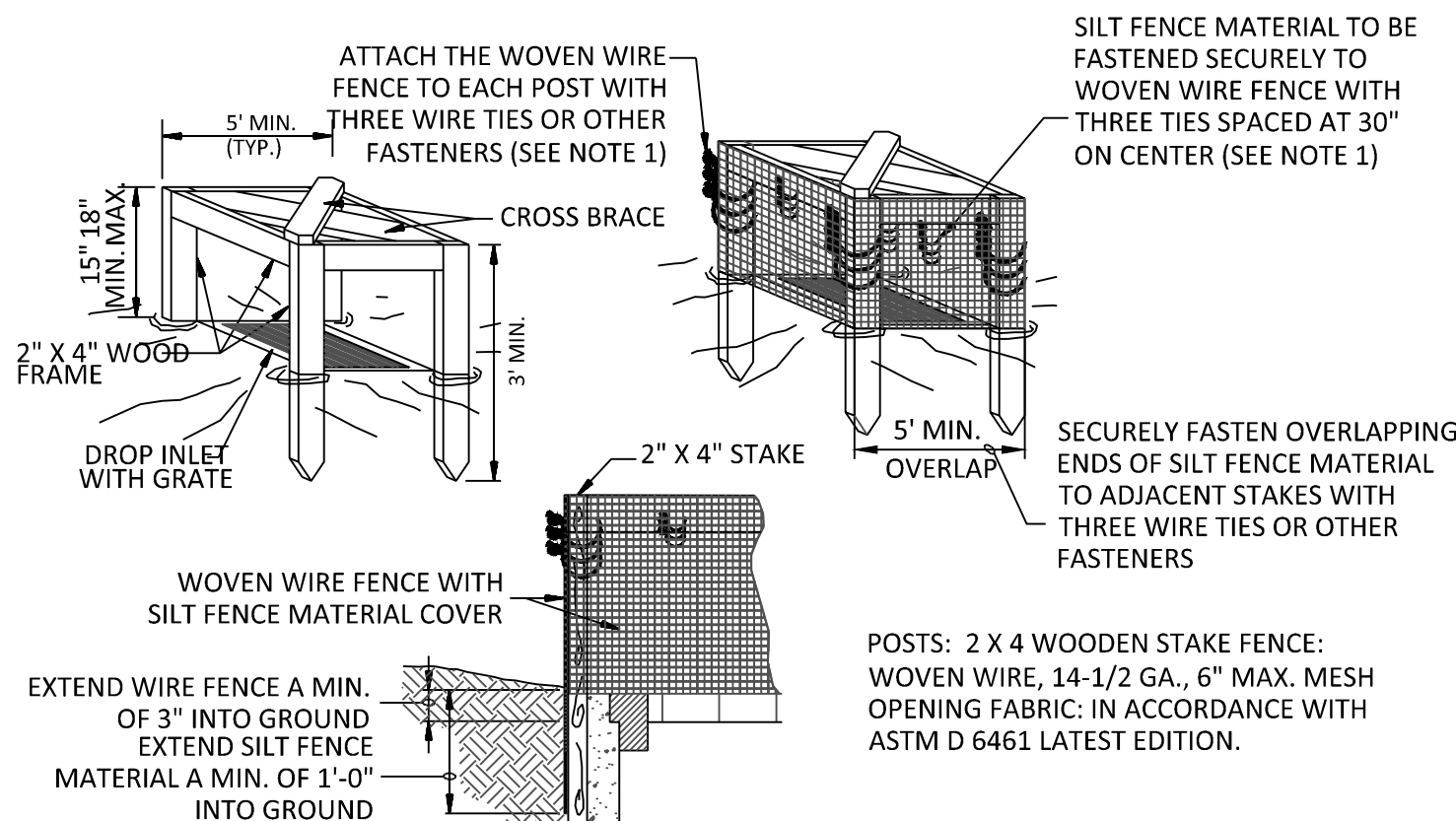
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME. WHERE A CONFLICT EXISTS BETWEEN LOCAL JURISDICTIONAL STANDARD SPECIFICATIONS AND SAMBATEK STANDARD SPECIFICATIONS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
- THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) 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.
- 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, ISSUED AUGUST 1, 2018) AND BECOME FAMILIAR WITH THE CONTENTS. THE SWPPP AND ALL OTHER RELATED DOCUMENTS MUST BE KEPT AT THE SITE DURING CONSTRUCTION. (NOTE TO THE PREPARER: EDIT APPLICATION PROCESS PER PROJECT REQUIREMENTS)
- 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 AND 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. (NOTE TO THE PREPARER: REVISE INSPECTION RESPONSIBILITY PER OPTIONS IN SWPPP NARRATIVE (SECTION 02370))
- CONTRACTOR SHALL COMPLY WITH TRAINING REQUIREMENTS IN PART 21.1-21.3 OF THE GENERAL PERMIT.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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 211-111 OR 211-112 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.
- 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. (NOTE TO THE PREPARER: WHERE PERMANENT SEEDING IS NOT CALLED OUT IN THE GRADING AND/OR LANDSCAPE PLAN, REPLACE THE LAST SENTENCE IN THIS ITEM WITH THE FOLLOWING: SEED WET PONDS WITH MN/DOT SEED MIXTURE 310 "NATIVE WET TALL" BELOW THE HWL. SEED ALL OTHER AREAS WITH SEED MIXTURE 260 "COMMERCIAL TURF". SEEDING METHOD AND APPLICATION RATE SHALL CONFORM TO MN/DOT SPECIFICATION SECTION 2573.3.)
- 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.
- 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.
- 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.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- 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.
- 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.

**NOTE:  
SEE SHEET C5.01 FOR  
SILT FENCE DETAIL**

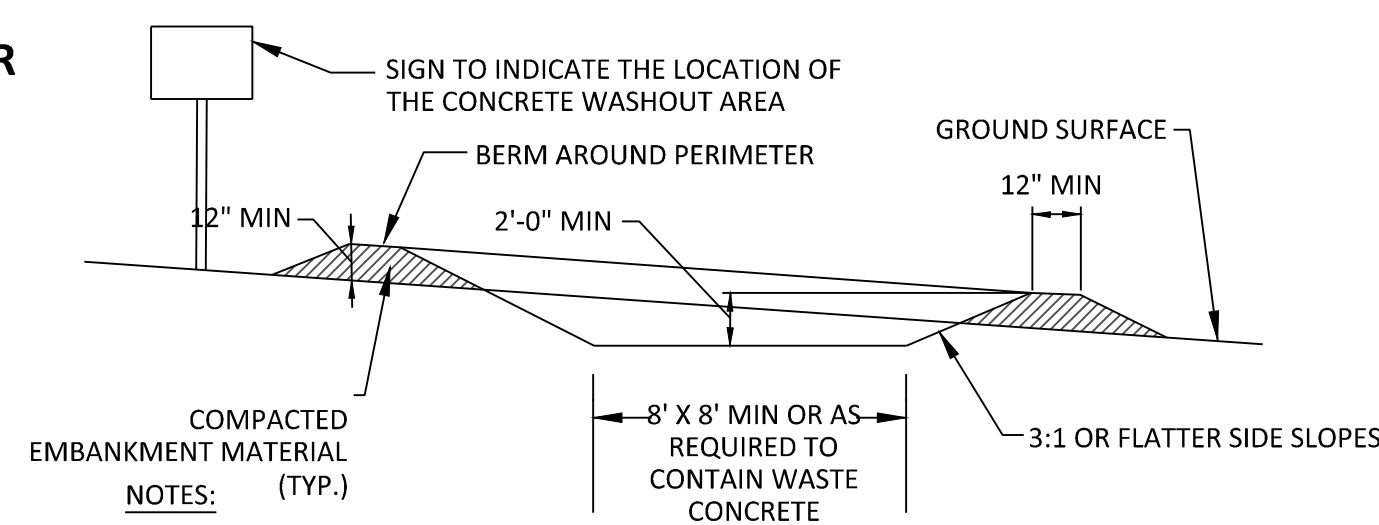


**TEMPORARY STONE CONSTRUCTION EXIT**  
N.T.S.



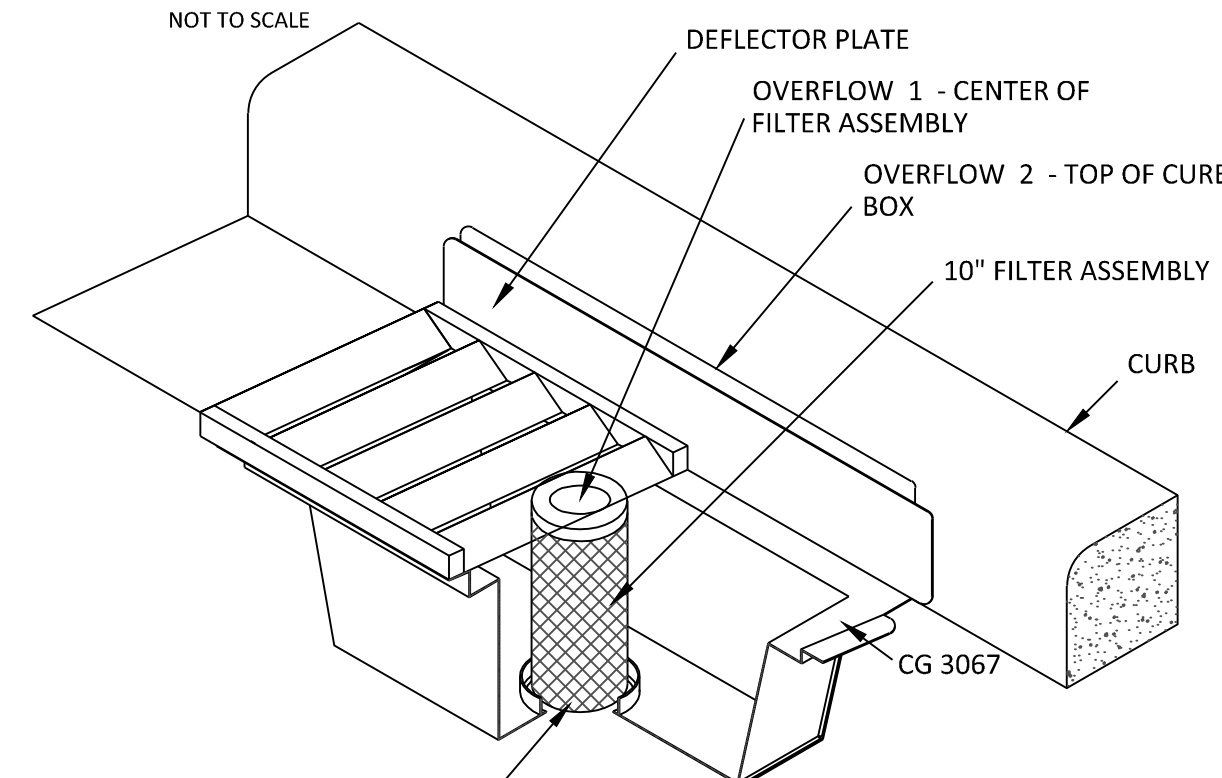
- ATTACH THE WOVEN WIRE FENCE TO EACH POST AND THE GEOTEXTILE TO THE WOVEN WIRE FENCE (SPACED EVERY 30") WITH THREE WIRE TIES OR OTHER FASTENERS, ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART.
- WHEN TWO SECTIONS OF SILT FENCE MATERIAL ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED ACROSS TWO POSTS.
- 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.
- ALL SILT FENCE INLETS SHALL INCLUDE WIRE SUPPORT.

**SILT FENCE INLET PROTECTION (IP-1)**  
NOT TO SCALE



- NOTES:**
- CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
  - CONCRETE WASHOUT AREA SHALL BE LINED WITH MINIMUM 10 MIL THICK PLASTIC LINER.
  - VEHICLE TRACKING CONTROL IS REQUIRED IF ACCESS TO CONCRETE WASHOUT AREA IS OFF PAVEMENT.
  - 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.
  - THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
  - AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN ACCEPTED WASTE SITE.
  - 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



- HIGH-FLOW FABRIC  
MIRAFI FF101  
ROAD DRAIN CASTING APPLICABILITY
- NEENAH R-3067
  - NEENAH R-3512

**ROAD DRAIN INLET PROTECTION (IP-2)**  
NOT TO SCALE

**SEQUENCE OF CONSTRUCTION**

PHASE I:

- INSTALL STABILIZED CONSTRUCTION ENTRANCES.
- PREPARE TEMPORARY PARKING AND STORAGE AREA.
- CONSTRUCT THE SILT FENCES ON THE SITE.
- INSTALL INLET PROTECTION DEVICES ON EXISTING STORM STRUCTURES, AS SHOWN ON THE PLAN.
- CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS, AS REQUIRED.
- HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMP'S. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
- CLEAR AND GRUB THE SITE.
- BEGIN GRADING THE SITE.
- START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

PHASE II:

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

**AREA SUMMARY IN ACRES**

PAVEMENT AREA	2.27 AC±
BUILDING AREA	1.88 AC±
SEEDED AREA	4.48 AC±
TOTAL DISTURBED	8.92 AC±
PRE - CONSTRUCTION IMPERVIOUS	0.10 AC±
POST - CONSTRUCTION IMPERVIOUS	4.44 AC±

DEVELOPER/OWNER: REAL ESTATE EQUITIES 579 SELBY AVENUE ABISANZ@REALESTATEPARTMENTS.COM 651-389-3800
SITE OPERATOR / GENERAL CONTRACTOR
SUPERINTENDENT:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.  
Print Name: **JOSHUA BALZER**  
Date \_\_\_\_\_ License # 57133

PRELIMINARY  
01/25/2023  
DESIGN REVIEW  
PERMIT SUBMITTAL  
CONSTRUCTION DOCUMENTS

DRAWN BY  
TK  
DESIGNED BY  
JB  
CHECKED BY  
ST  
PROJECT NO.  
51412

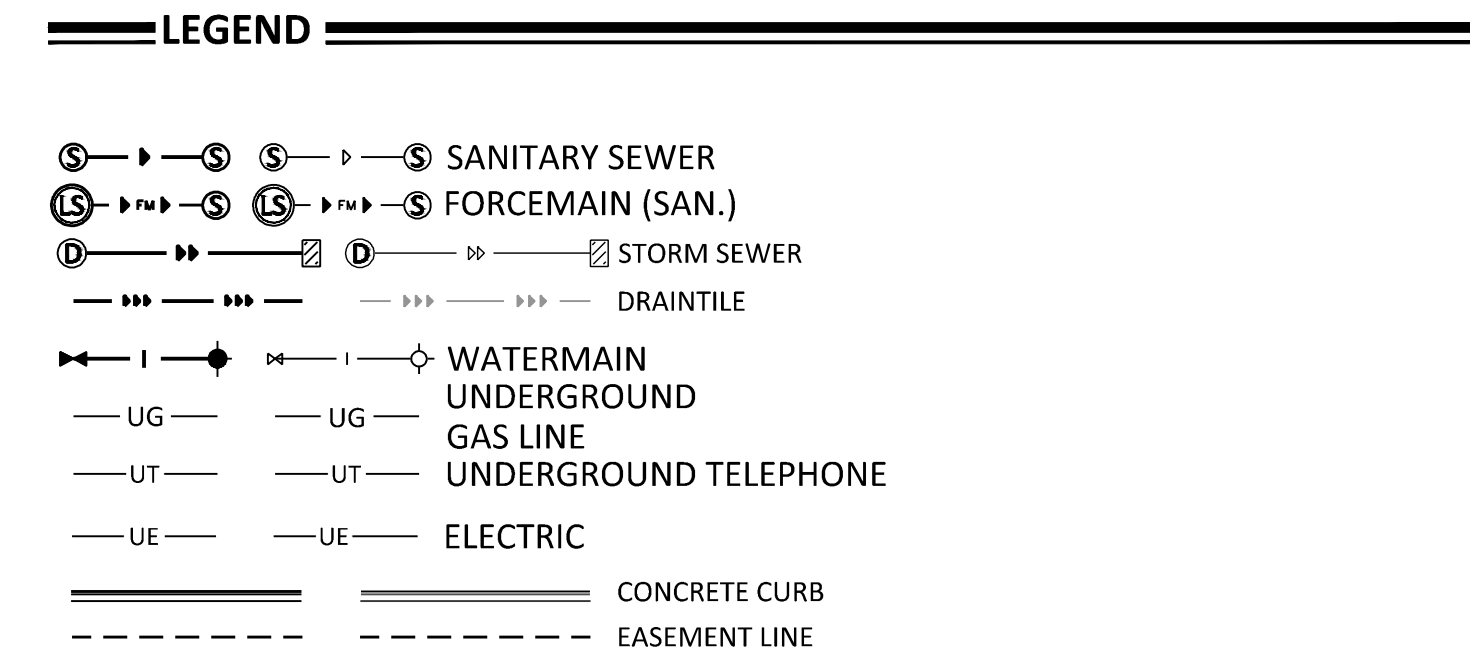


**EROSION CONTROL NOTES**  
REAL ESTATE EQUITIES  
PRELIMINARY SITE DEVELOPMENT PLANS  
DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

**SHEET**  
**C5.03**  
OF  
REV. #

24.15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 1/23/2023, 12:16:52 PM | L:\PROJECTS\51412 CAD SHEETS\51412-ES-EROS.DWG C5.03 EROSION CONTROL NOTES

NO	DATE	BY	CKD	APPR	COMMENT
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2	02/21/2023	SF	JB	ST	CITY COMMENTS

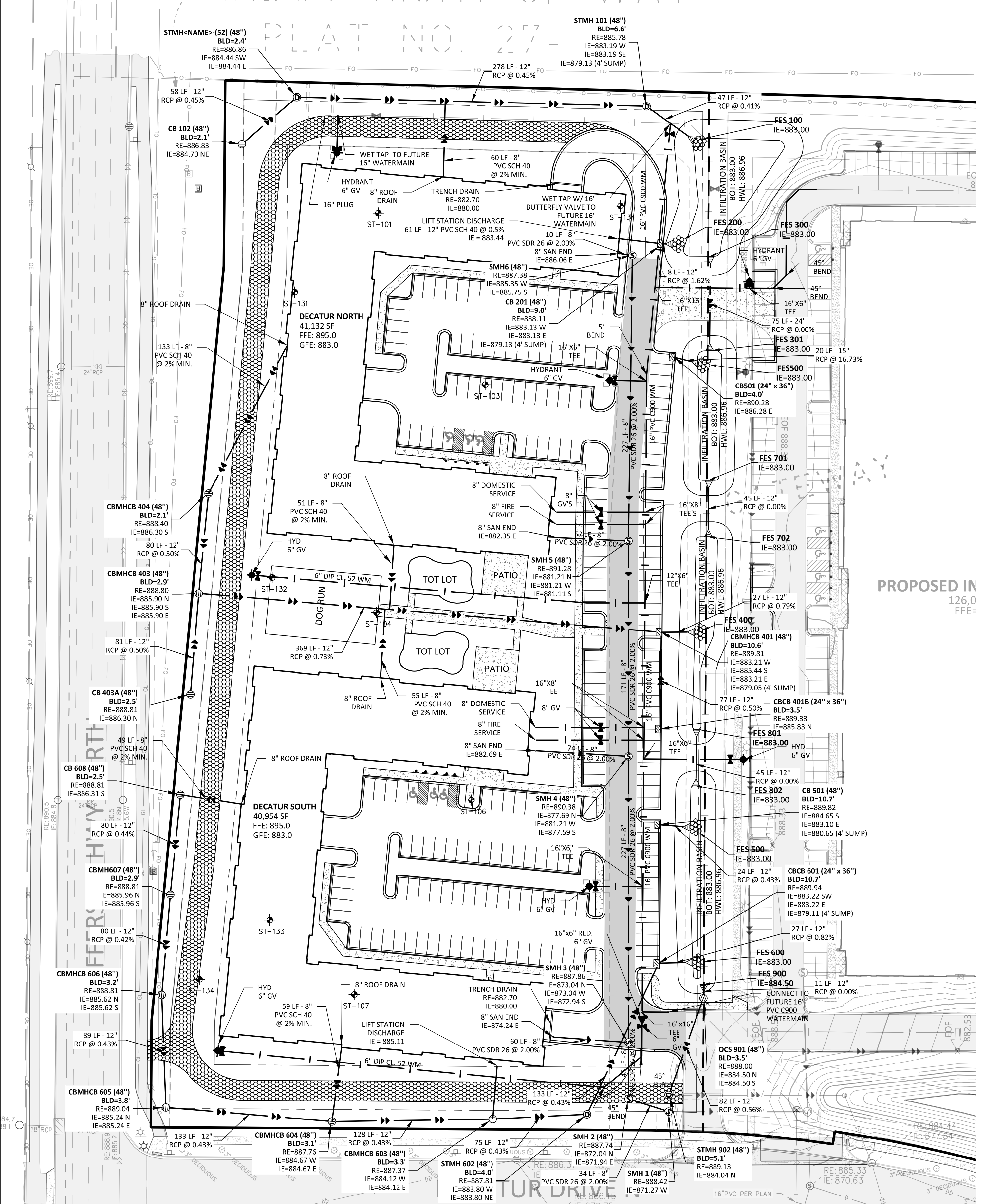
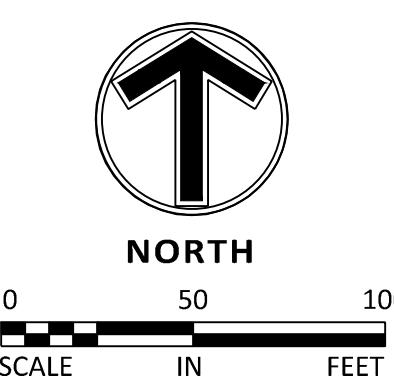


**UTILITY CONSTRUCTION NOTES**

- 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 ALL LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY, DEPARTMENT OF LABOR AND INDUSTRY AND MINNESOTA DEPARTMENT OF HEALTH 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 AND/OR STRUCTURE WALLS, 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-26, UNLESS NOTED OTHERWISE.
  - ALL SANITARY SEWER SERVICES TO BUILDING SHALL BE PVC SCH 40 CONFORMING TO ASTM D2665.
  - ALL WATERMAIN TO BE 8" DUCTILE IRON - CLASS 52, 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 HYDRANT LEADS SHALL BE 6" DUCTILE IRON - CLASS 52, UNLESS NOTED OTHERWISE.
  - ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATER TIGHT GASKETS, UNLESS NOTED OTHERWISE.
  - 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.
  - 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: BRAUN INTERTEC  
ADDRESS: 11001 HAMPSHIRE AVENUE S, MINNEAPOLIS, MN 55438  
PHONE: 952-995-2000  
DATED: OCTOBER 1ST, 2021  
CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.
  - CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO STEVE TROSKEY (STROSKEY@SAMBATEK.COM). CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.
  - CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.

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



NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.  
Print Name: **PRELIMINARY** JOSHUA BALZER  
Date: \_\_\_\_\_ License # 57133

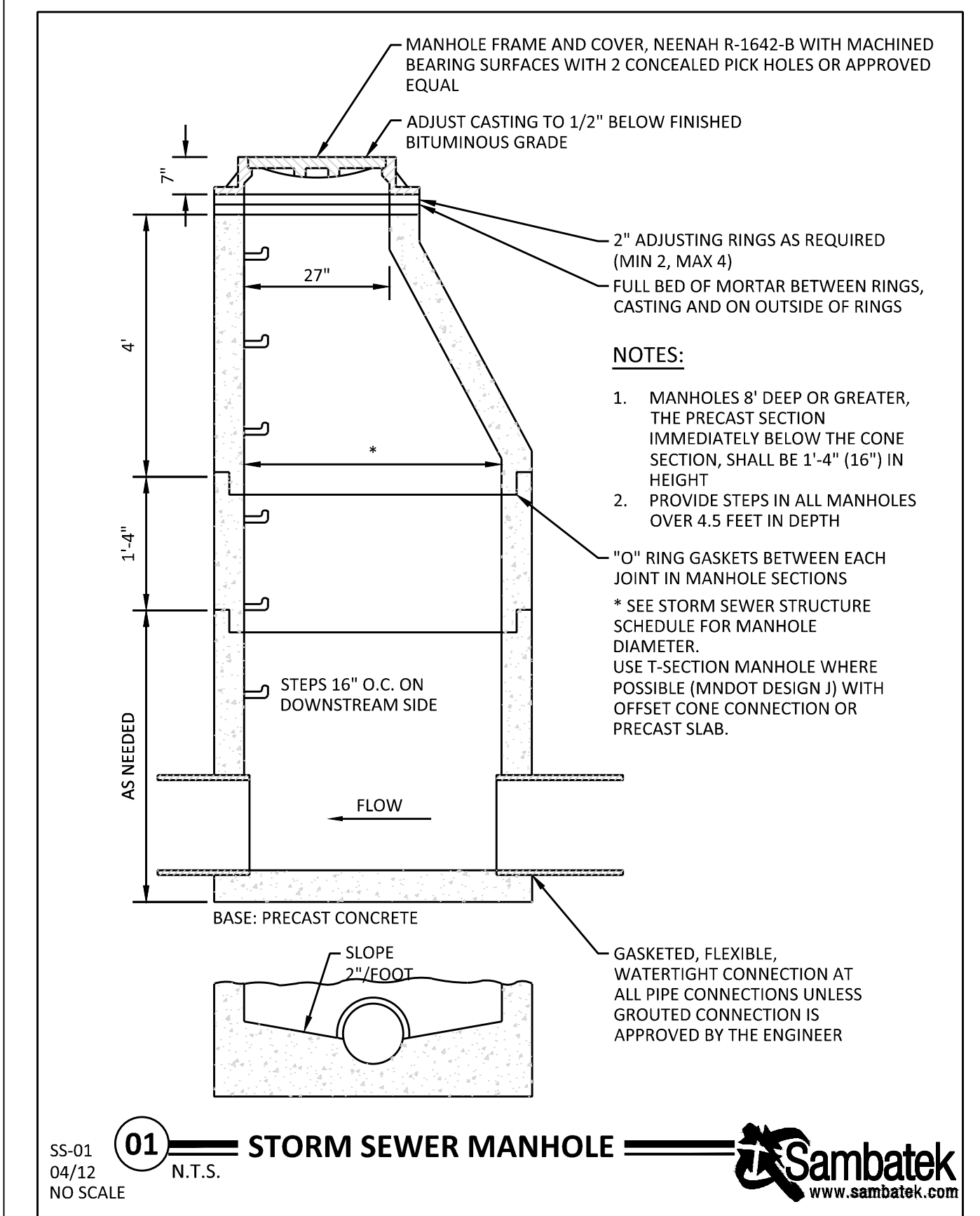
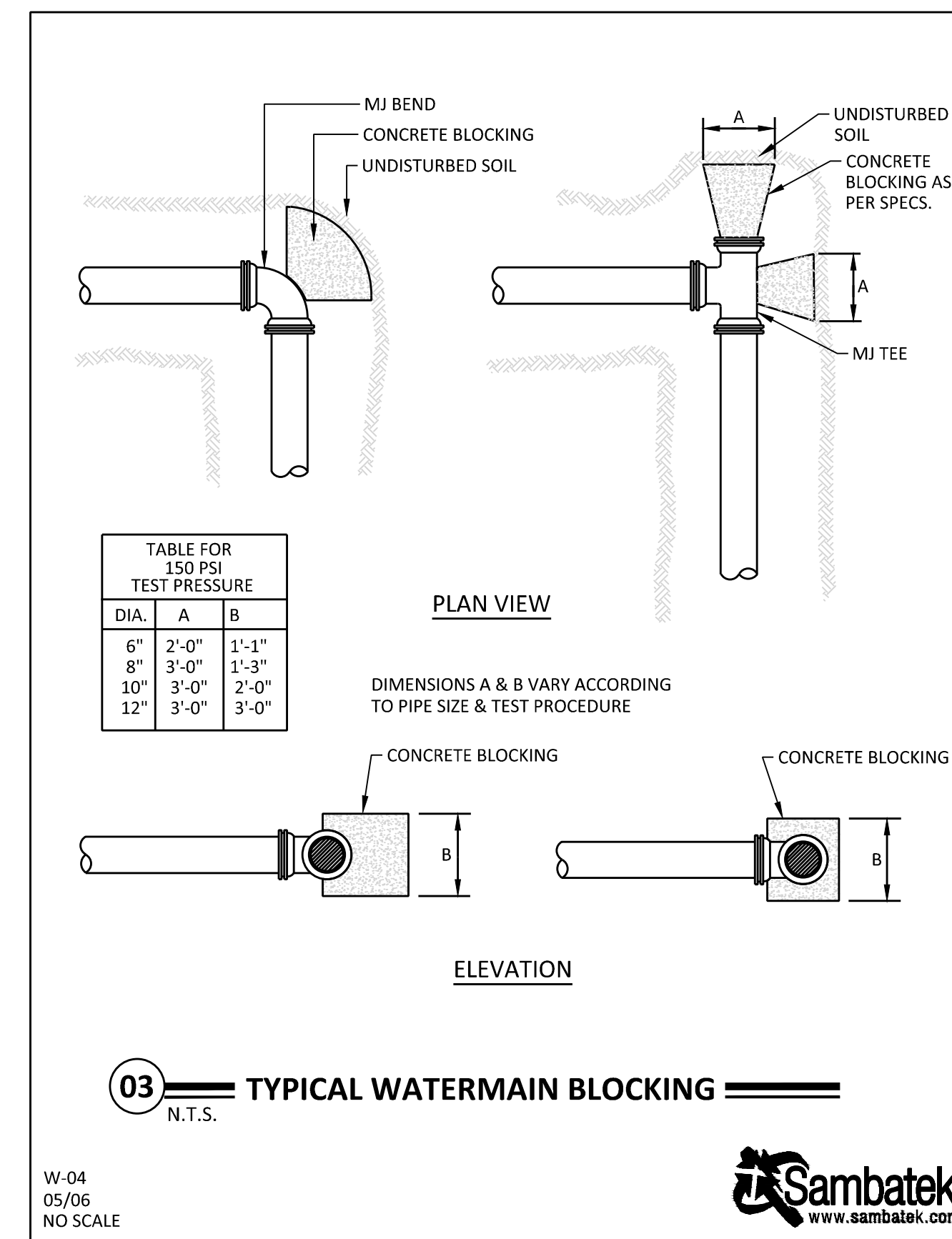
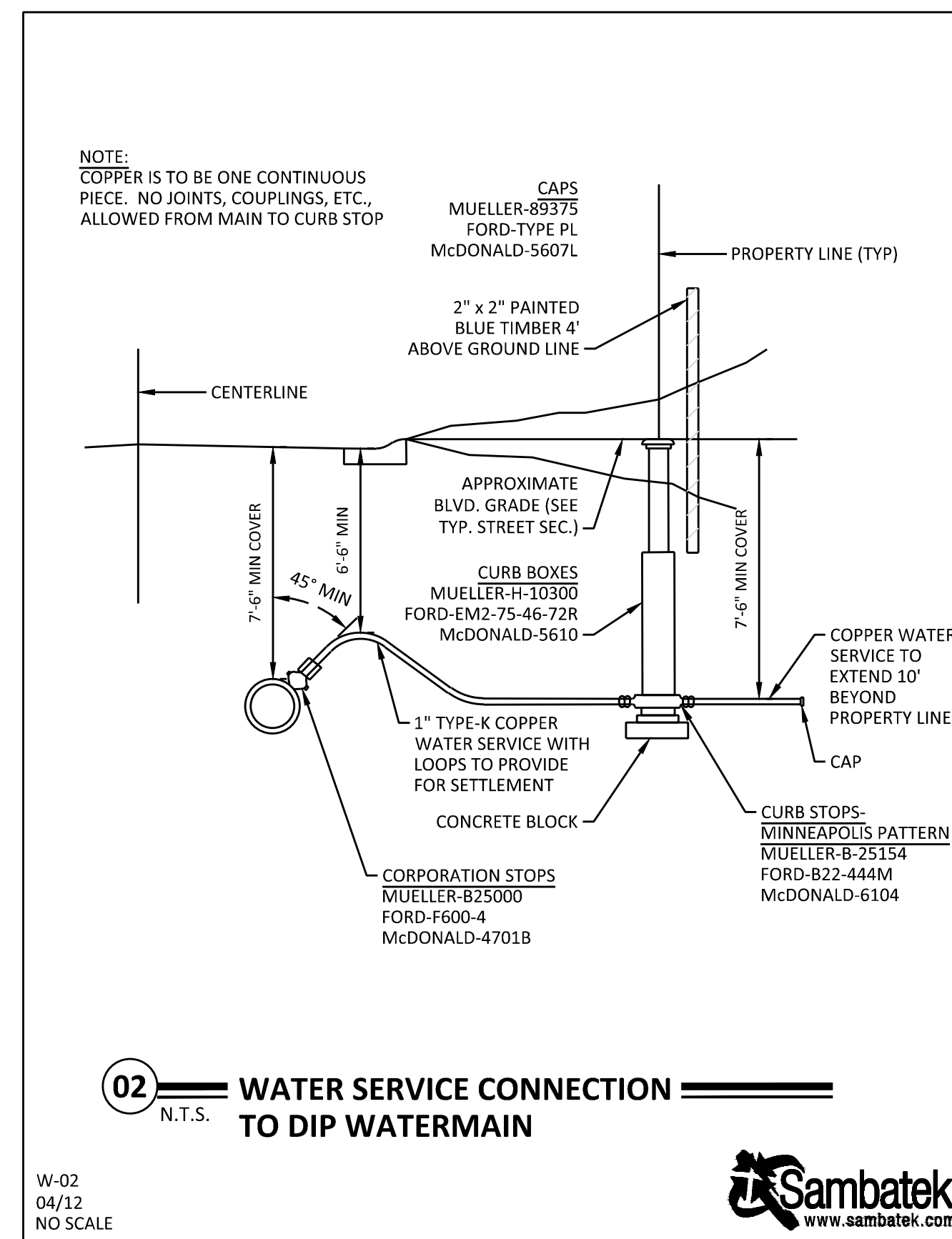
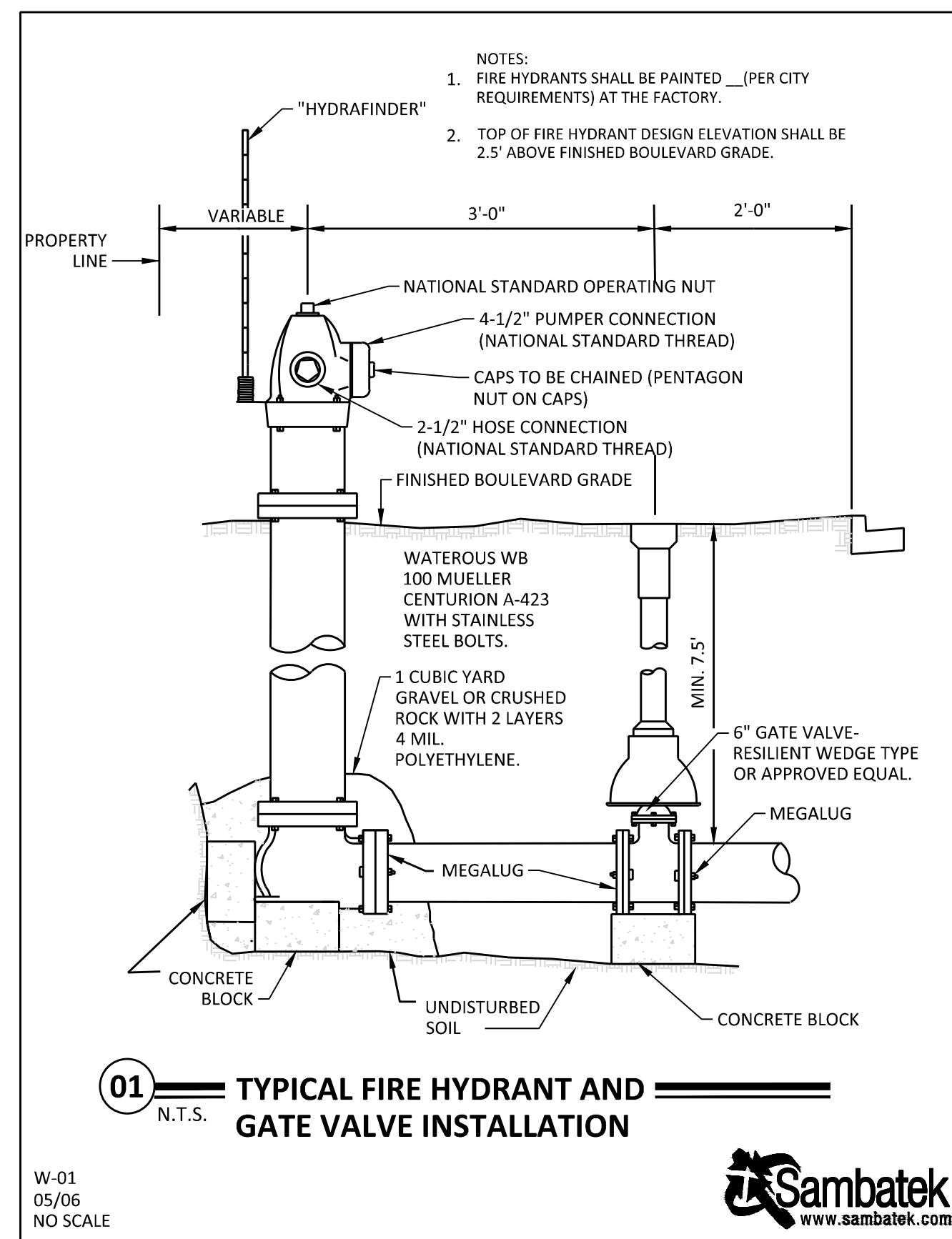
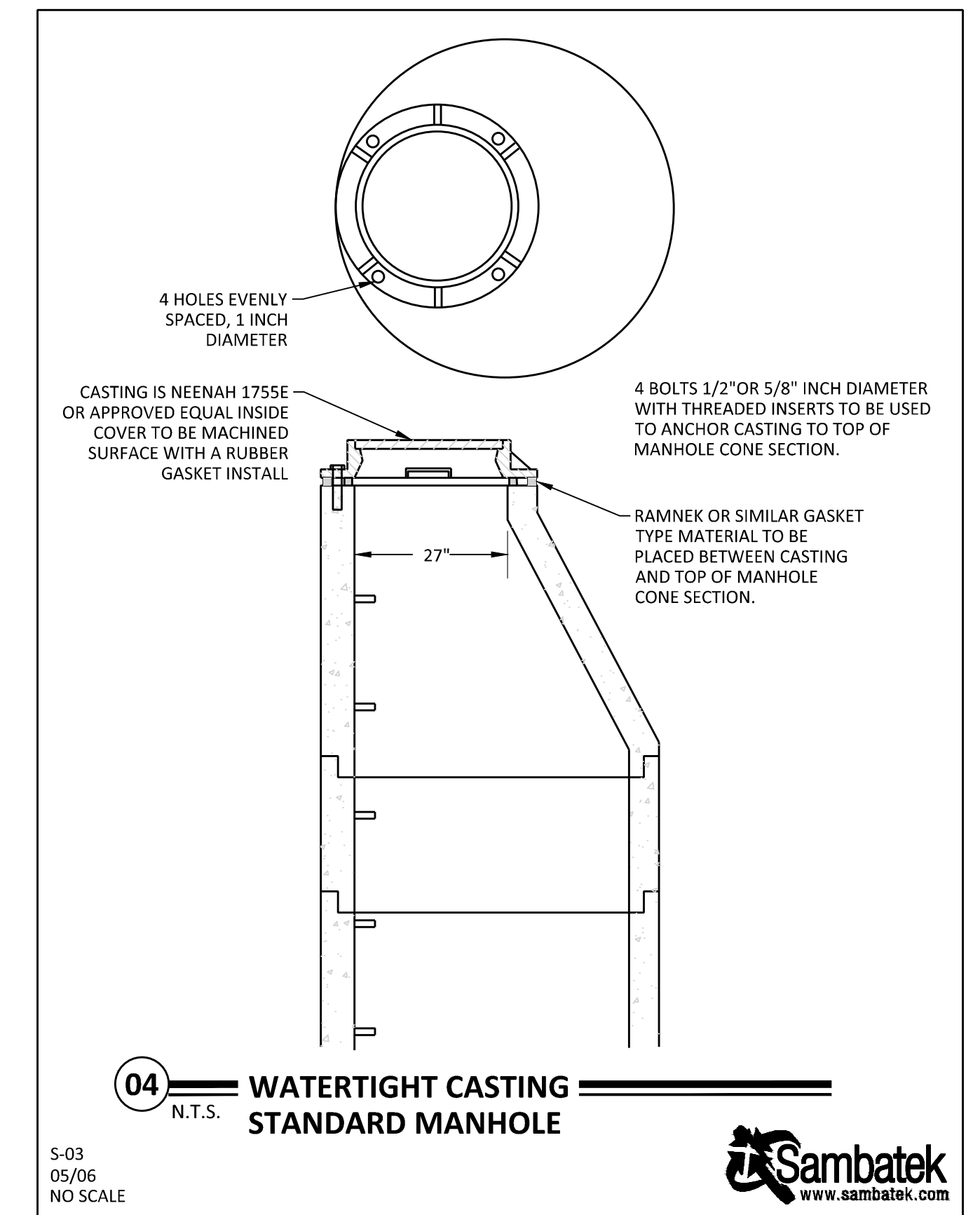
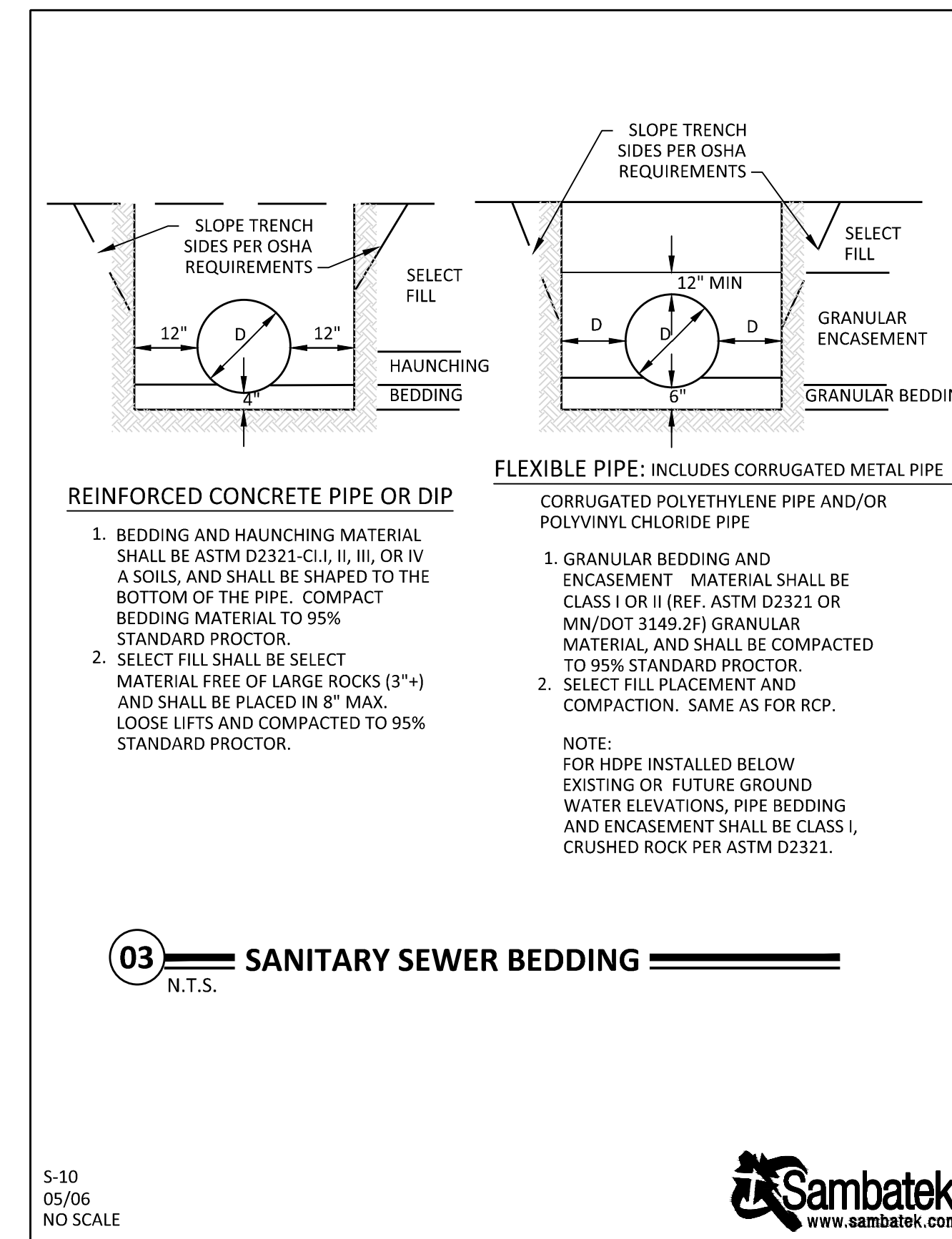
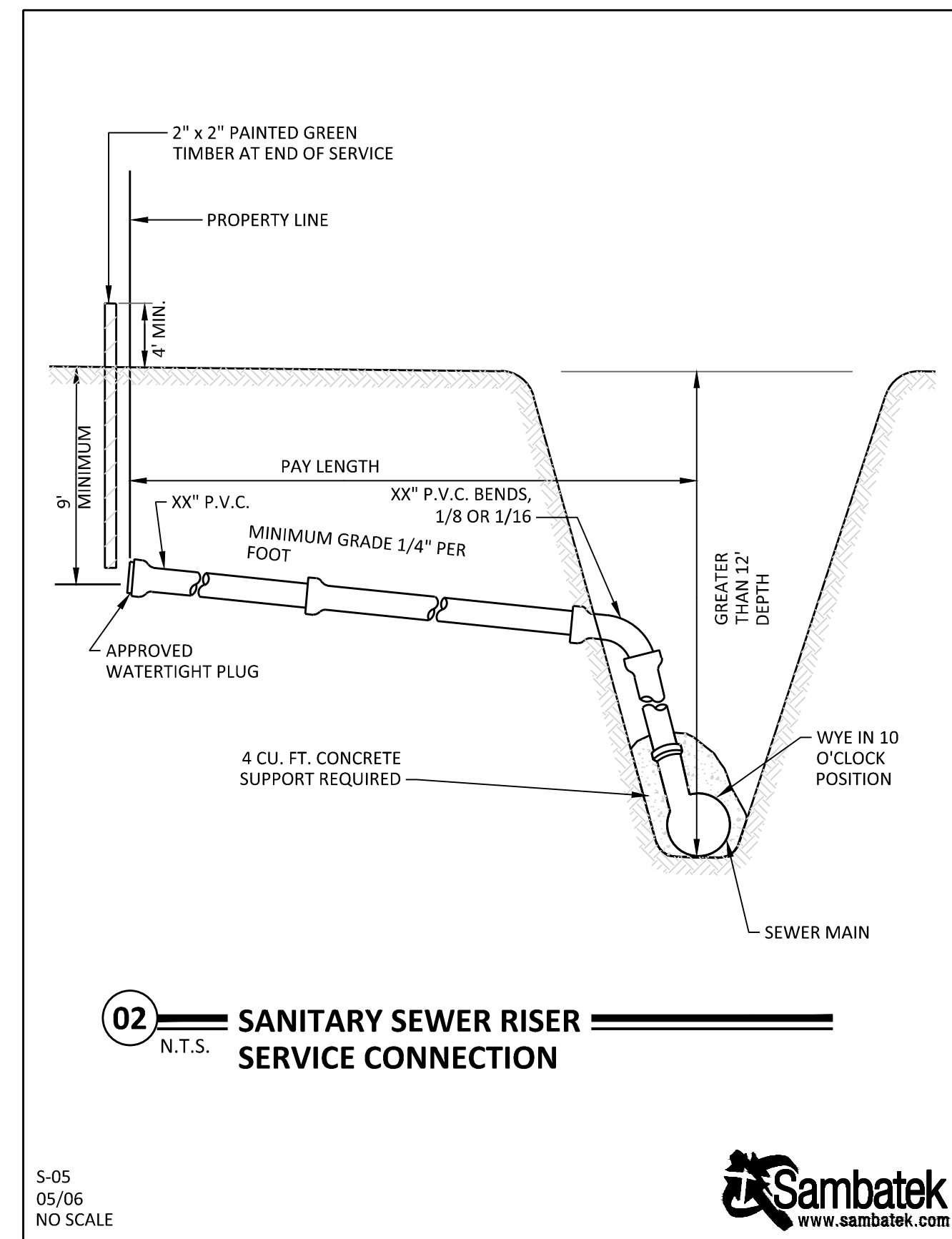
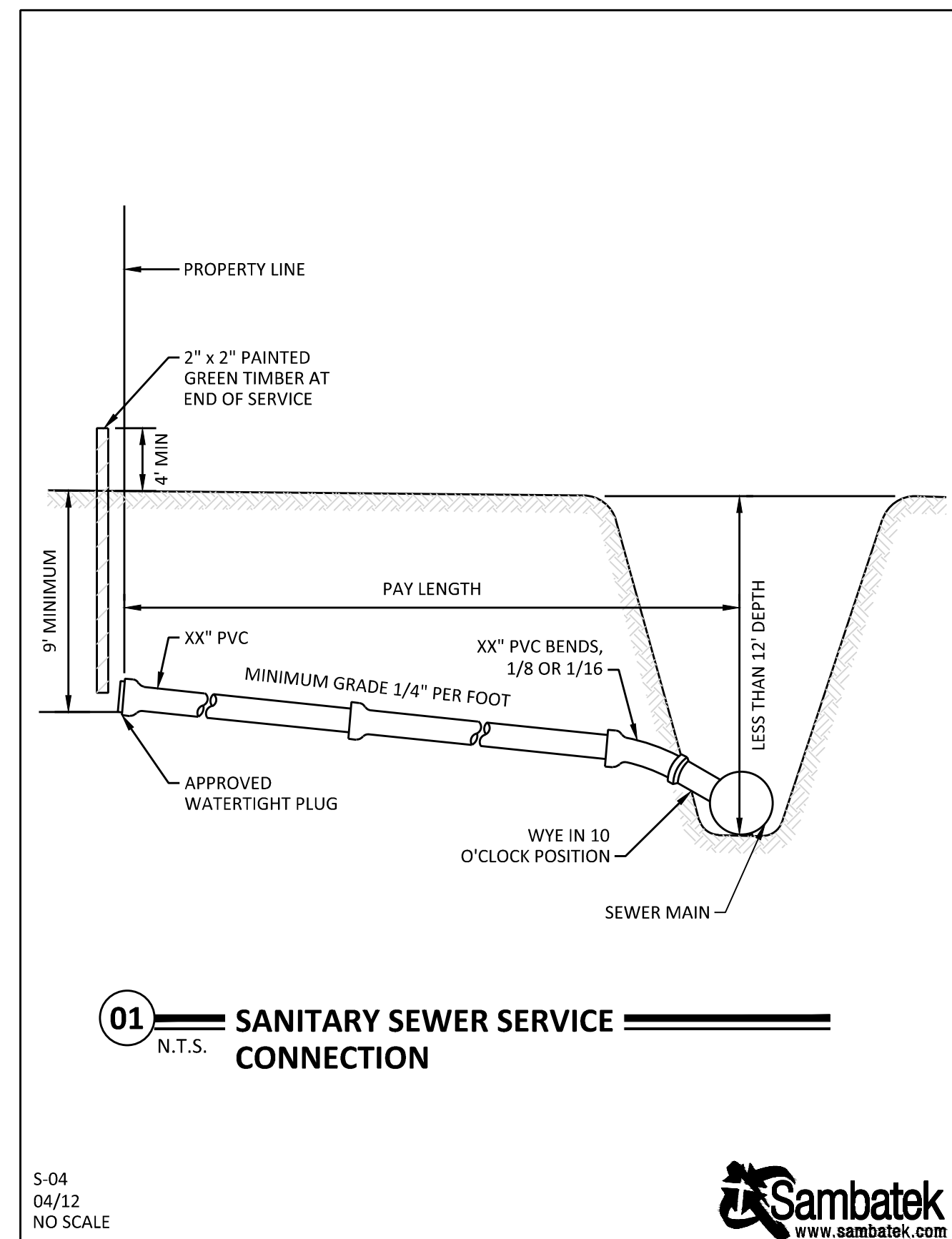
PRELIMINARY 01/25/2023	DRAWN BY TK
DESIGN REVIEW	DESIGNED BY JB
PERMIT SUBMITTAL	CHECKED BY ST
CONSTRUCTION DOCUMENTS	PROJECT NO. 51412

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PRELIMINARY UTILITY PLAN  
REAL ESTATE EQUITIES  
PRELIMINARY SITE DEVELOPMENT PLANS  
DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

SHEET  
**C6.01**  
OF  
REV. #

24.15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 1/25/2023 5:01:21 PM | L:\PROJECTS\51412\CAD\SHEETS\51412-C6-UTL DWG-C6.01 PRELIMINARY UTILITY PLAN



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NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

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

Print Name: **JOSHUA BALZER**

Date: \_\_\_\_\_ License # 57133

**PRELIMINARY**

PRELIMINARY  
01/25/2023  
DESIGN REVIEW

DRAWN BY  
TK

DESIGNED BY  
JB

CHECKED BY  
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PROJECT NO.  
51412

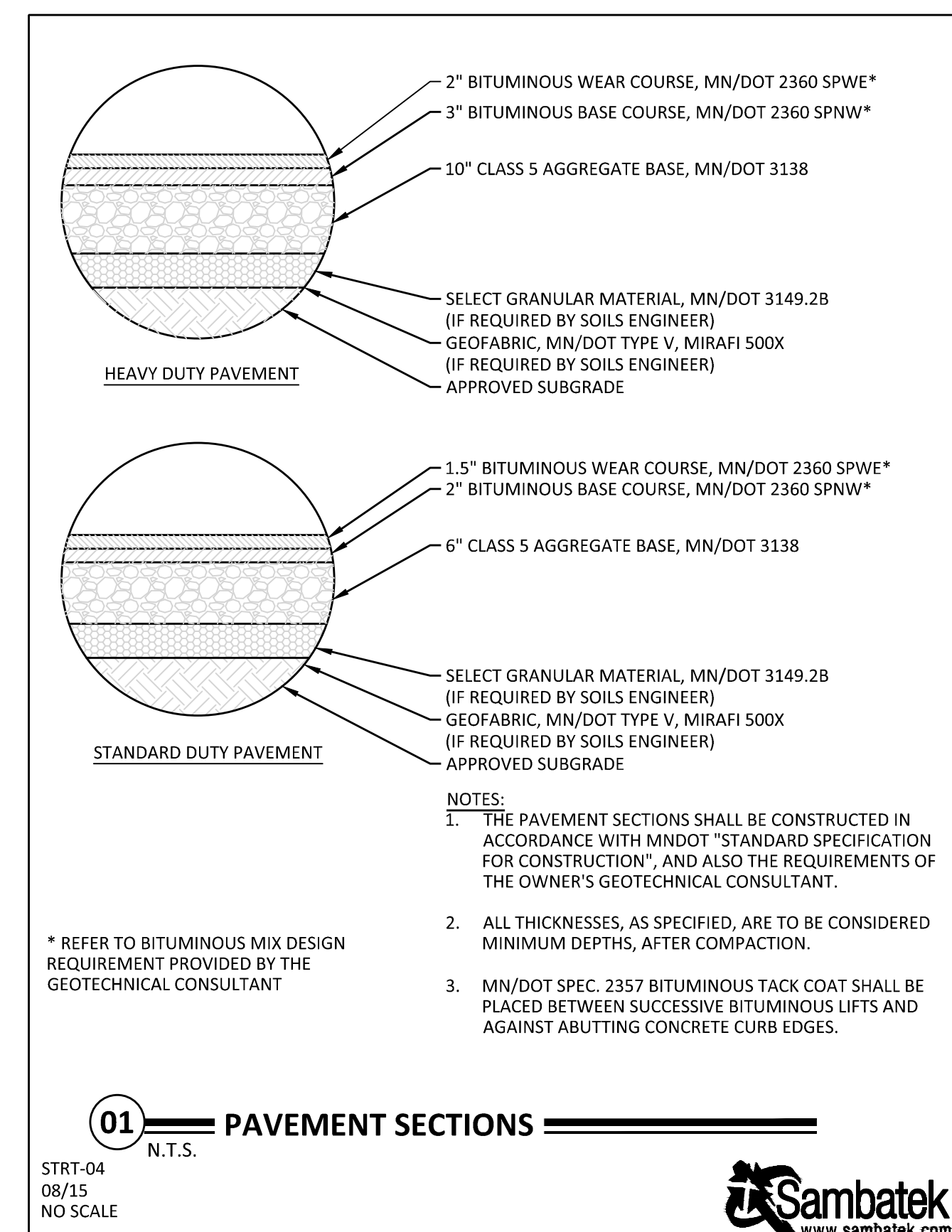
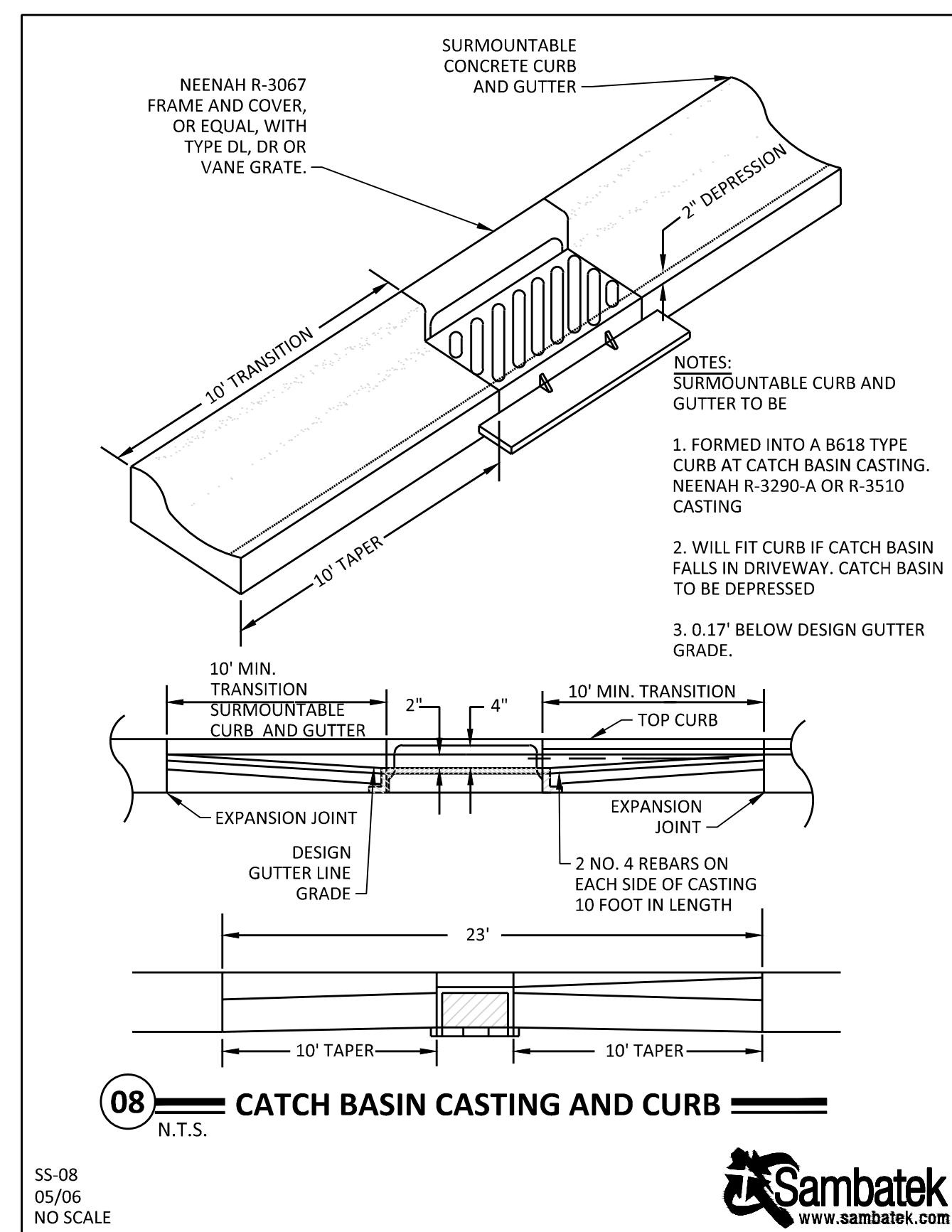
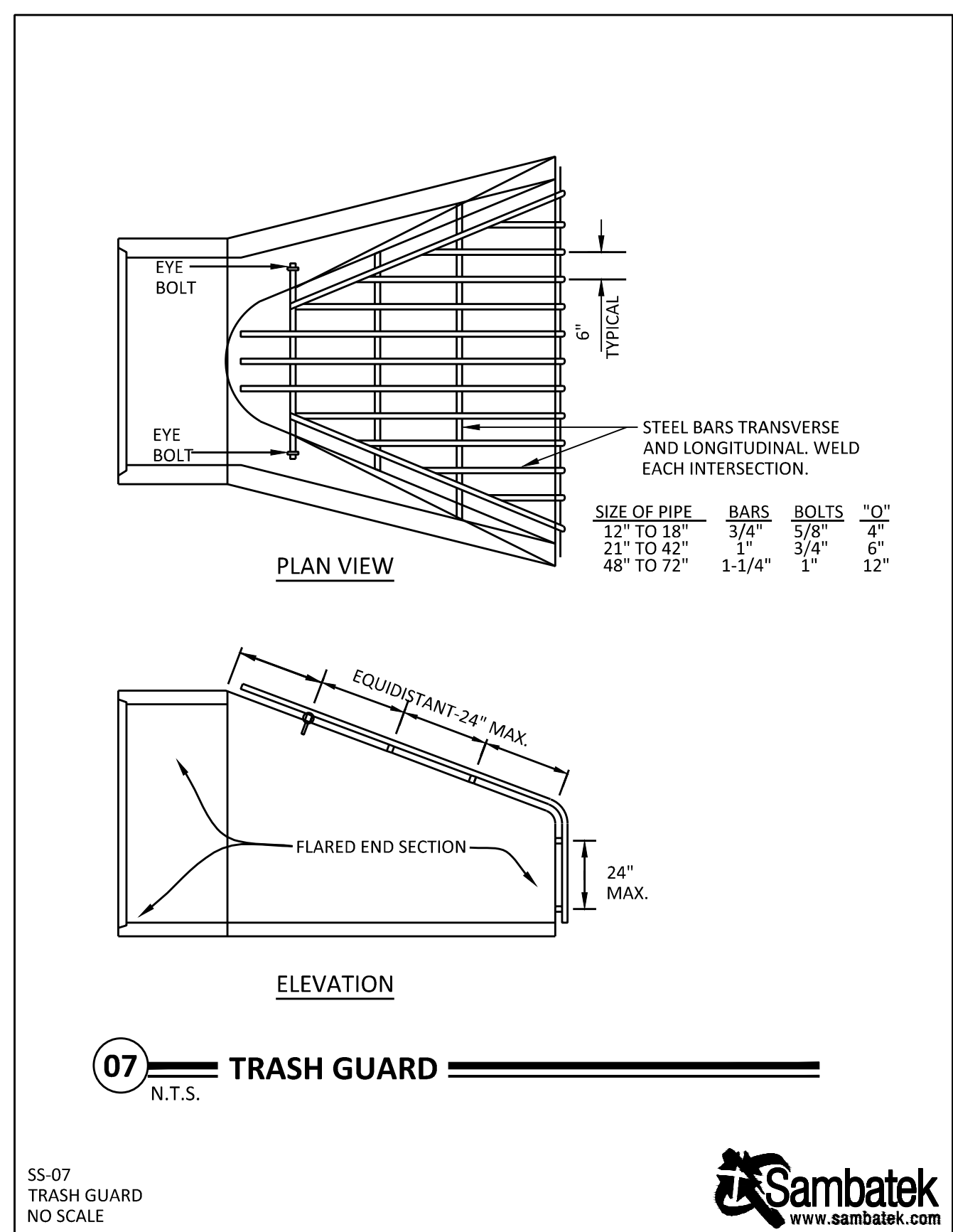
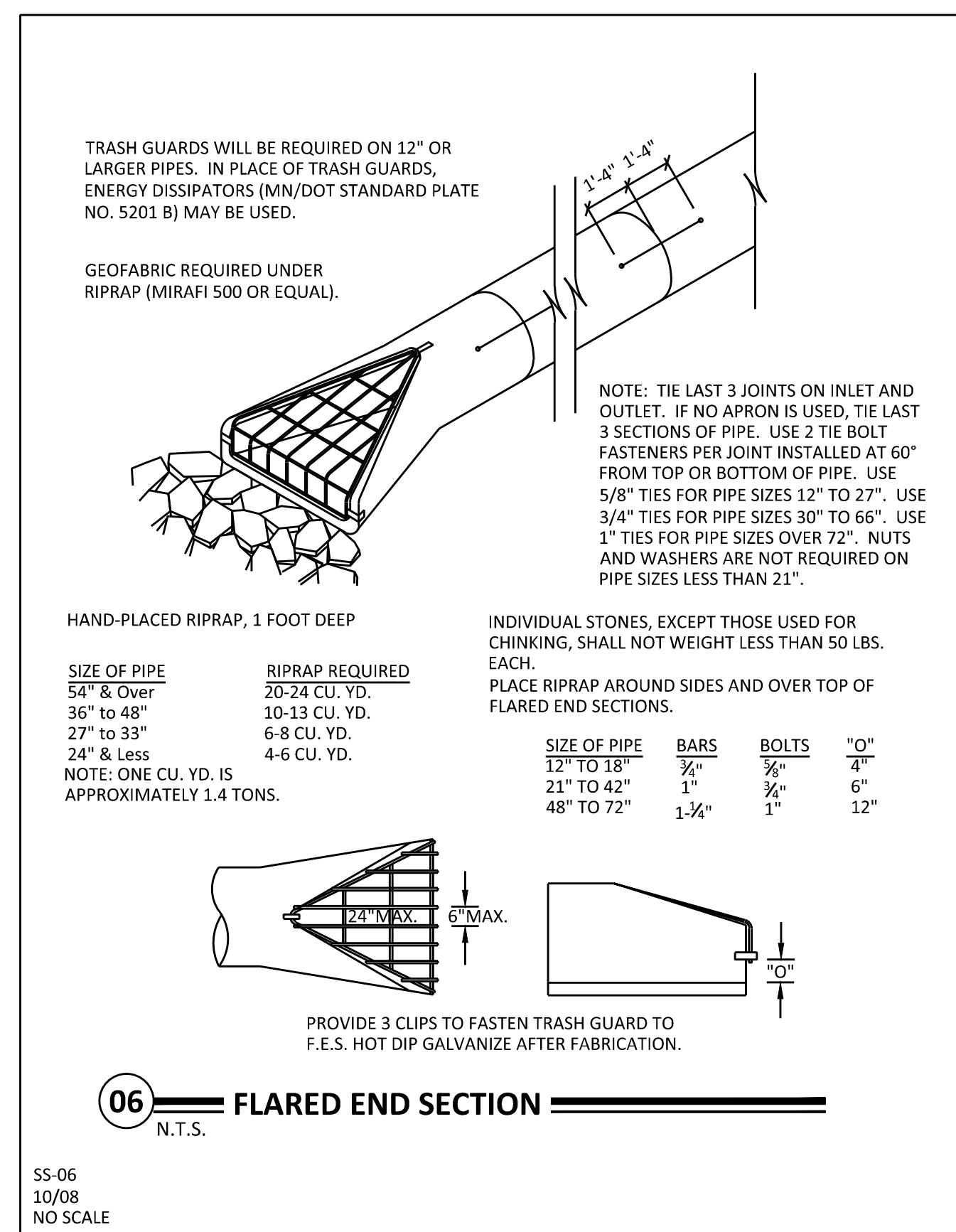
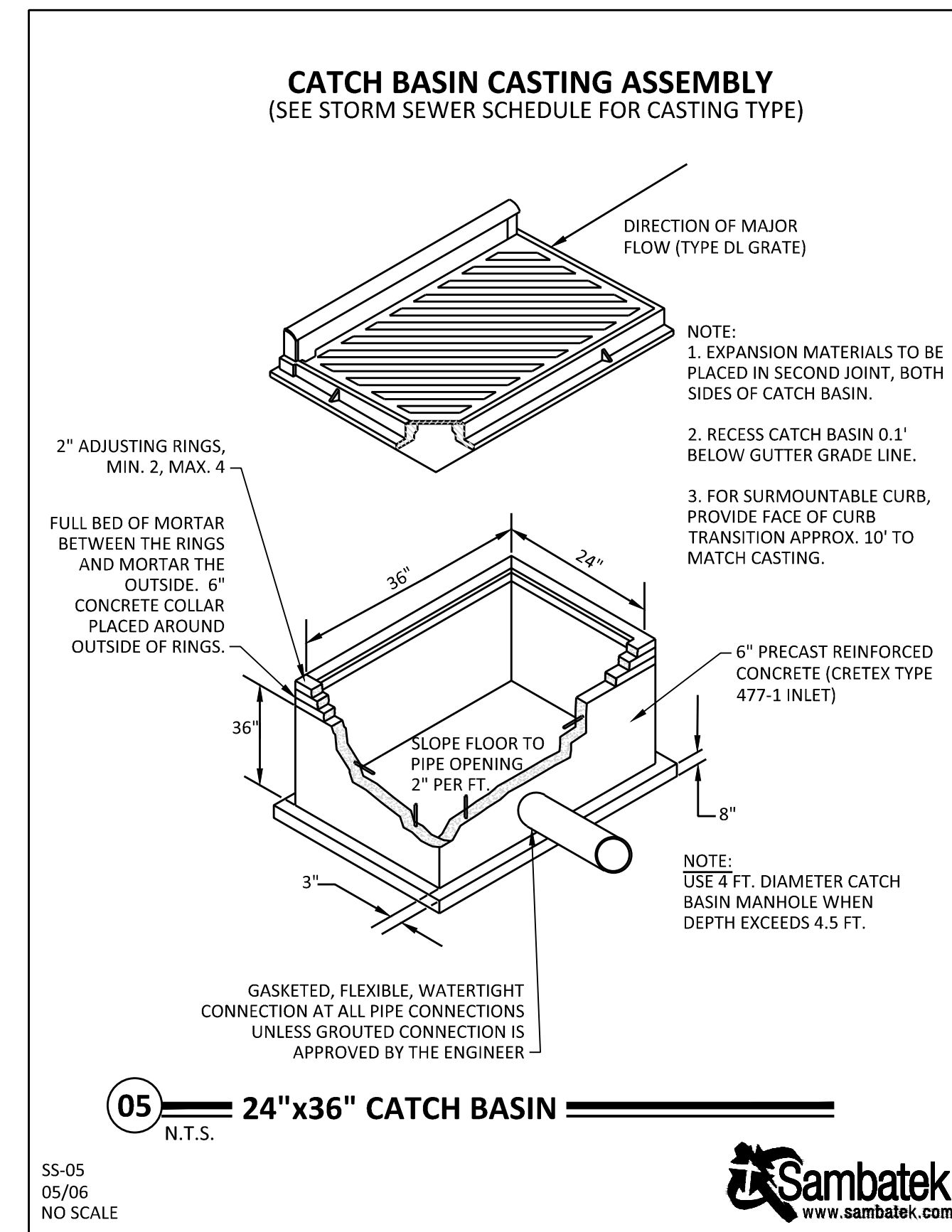
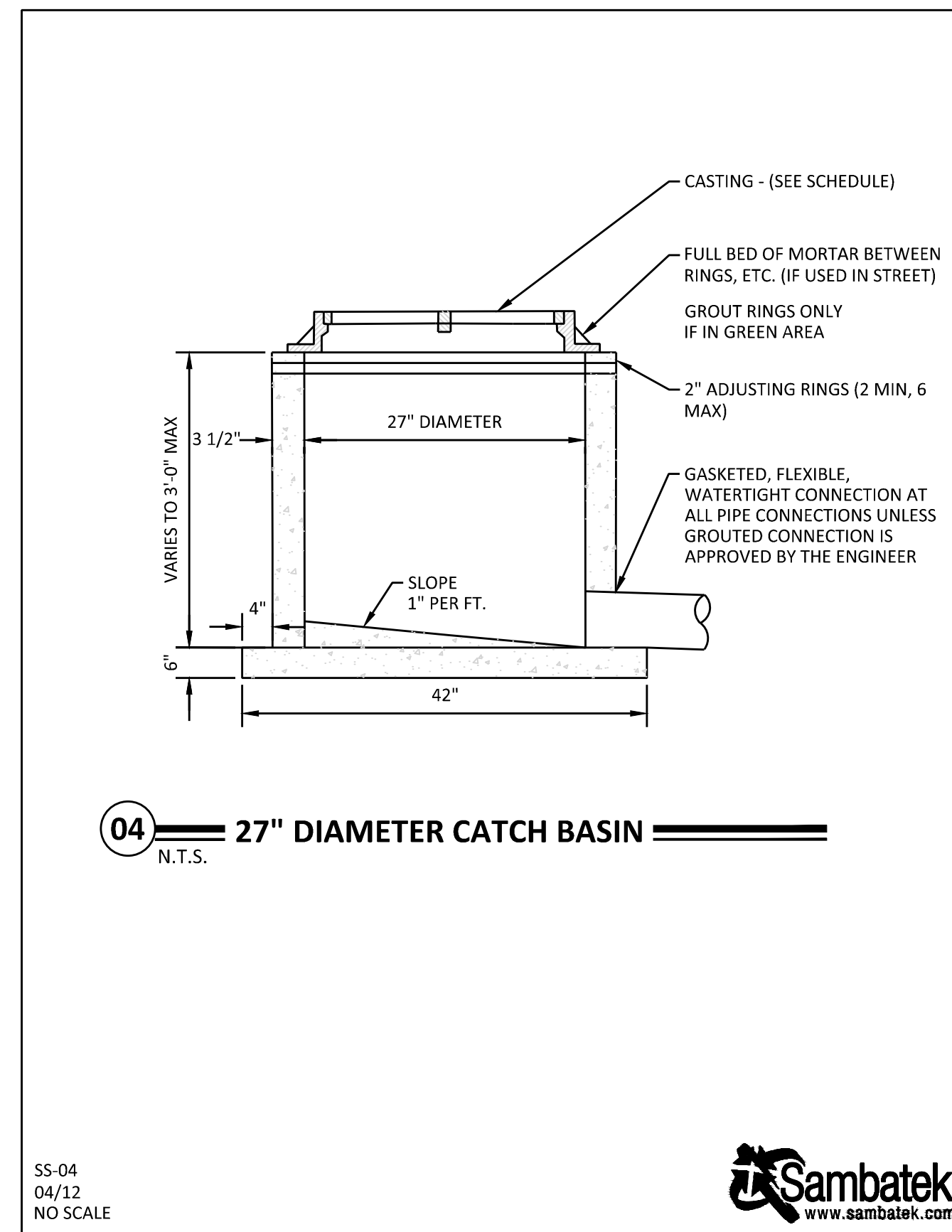
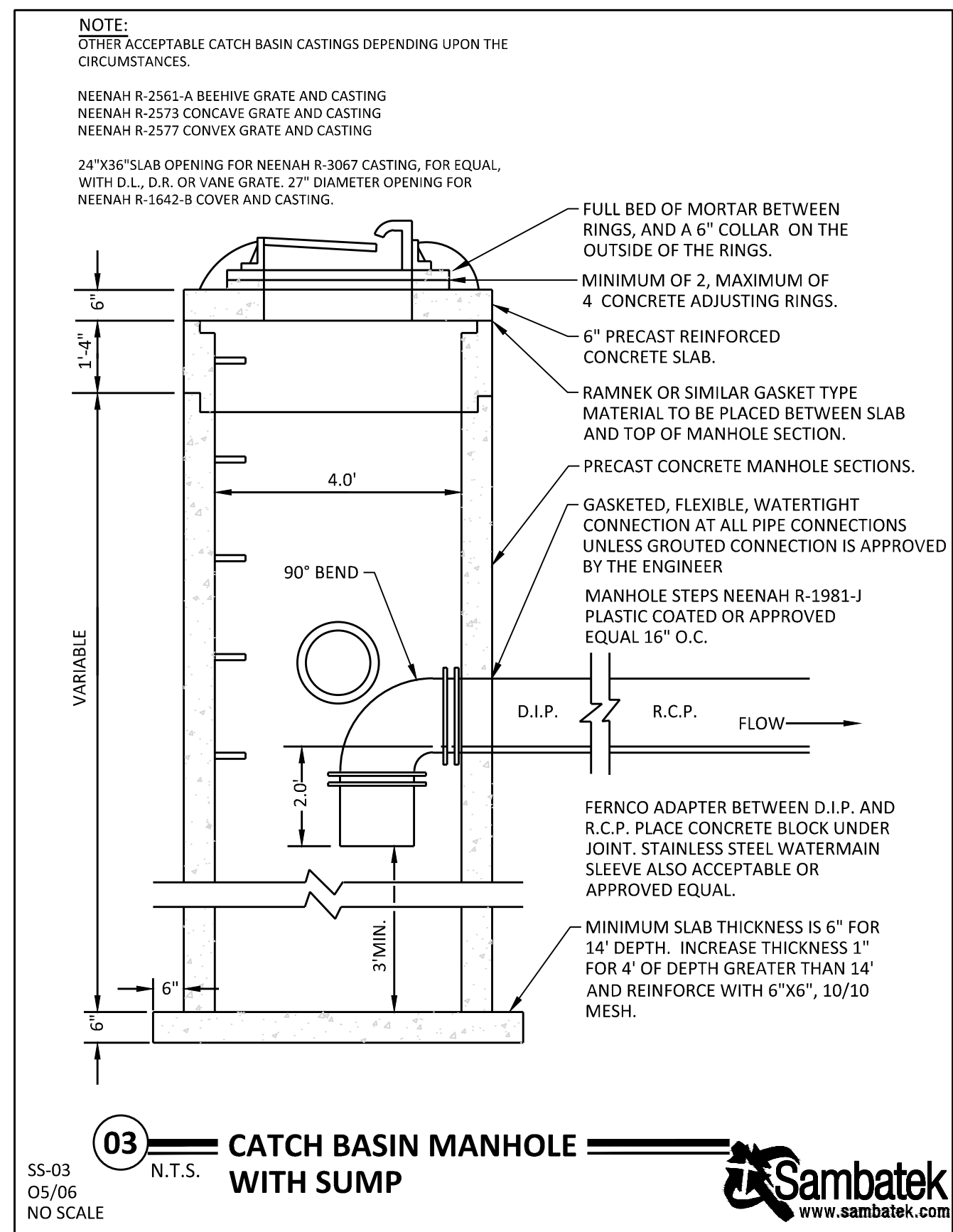
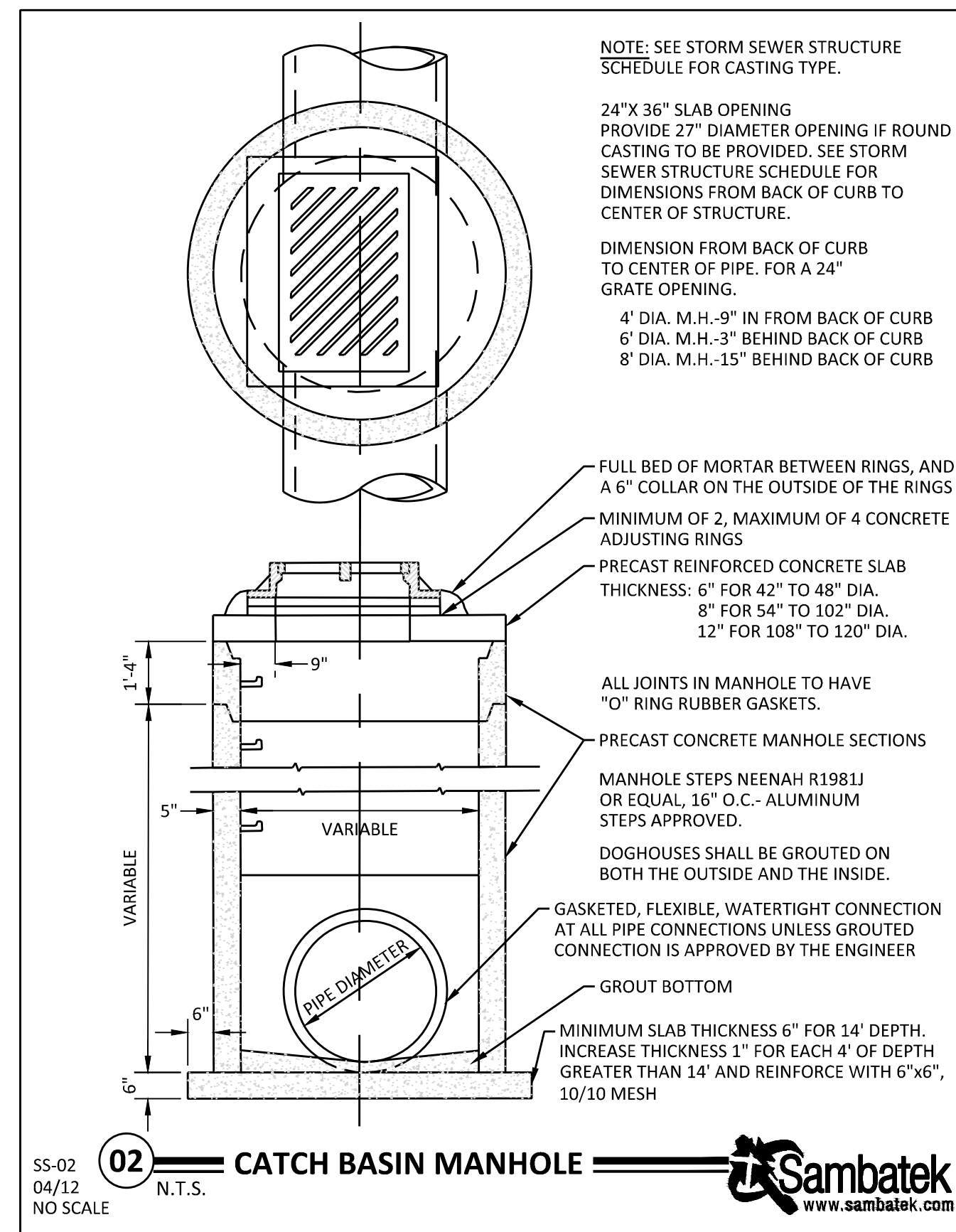
CONSTRUCTION DOCUMENTS

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CONSTRUCTION DETAILS

REAL ESTATE EQUITIES  
PRELIMINARY SITE DEVELOPMENT PLANS  
DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

SHEET  
**C9.01**  
OF  
REV. #



24.1S (LWS TECH) | JOSHUA BALZER, PE (MN) | 11/1/2022 11:08:13 AM  
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NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

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

Print Name: **JOSHUA BALZER**

Date: \_\_\_\_\_ License # 57133

**PRELIMINARY**

PRELIMINARY  
01/25/2023  
DESIGN REVIEW

DRAWN BY  
TK

DESIGNED BY  
JB

CHECKED BY  
ST

PROJECT NO.  
51412

CONSTRUCTION DOCUMENTS

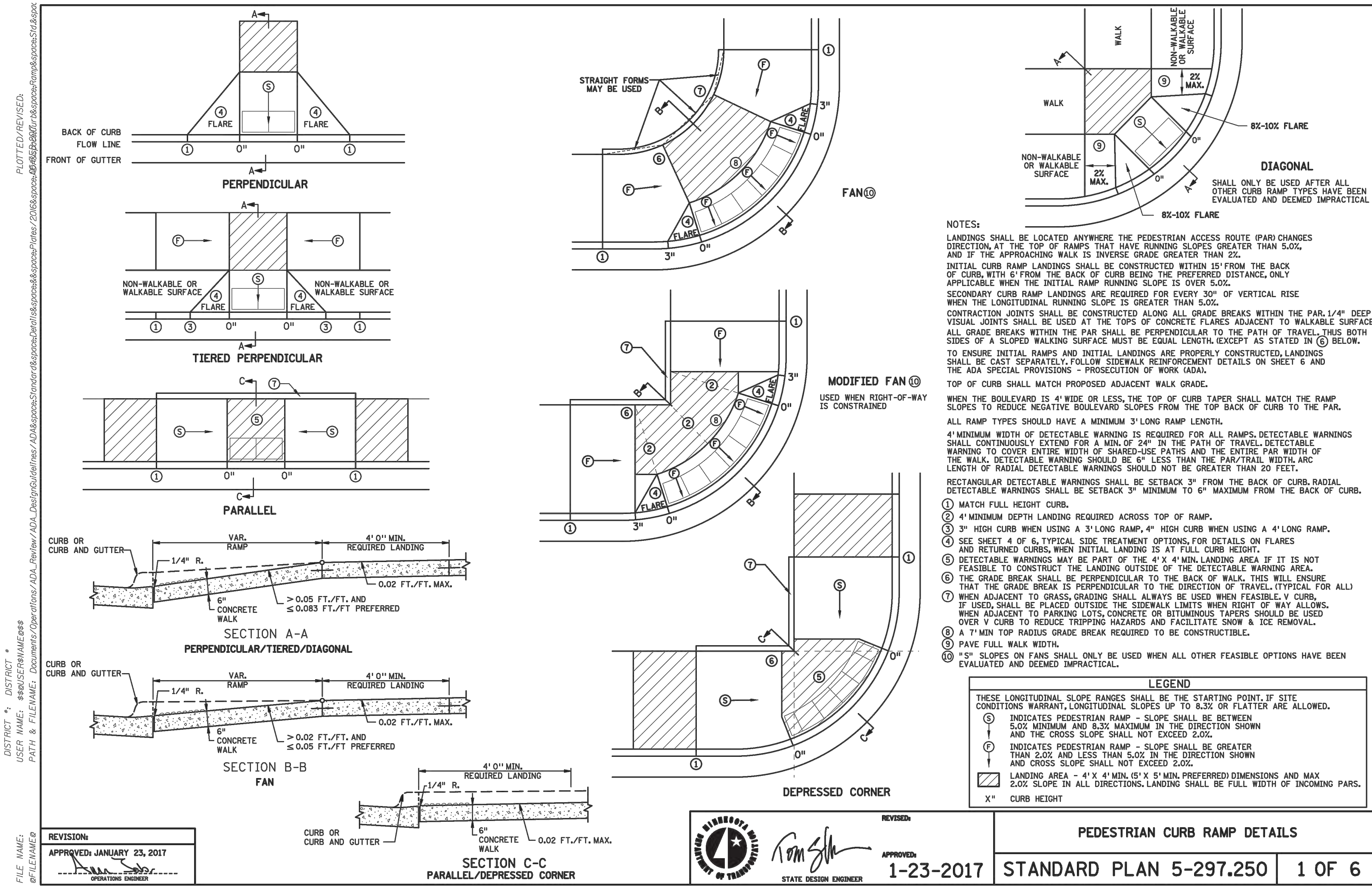
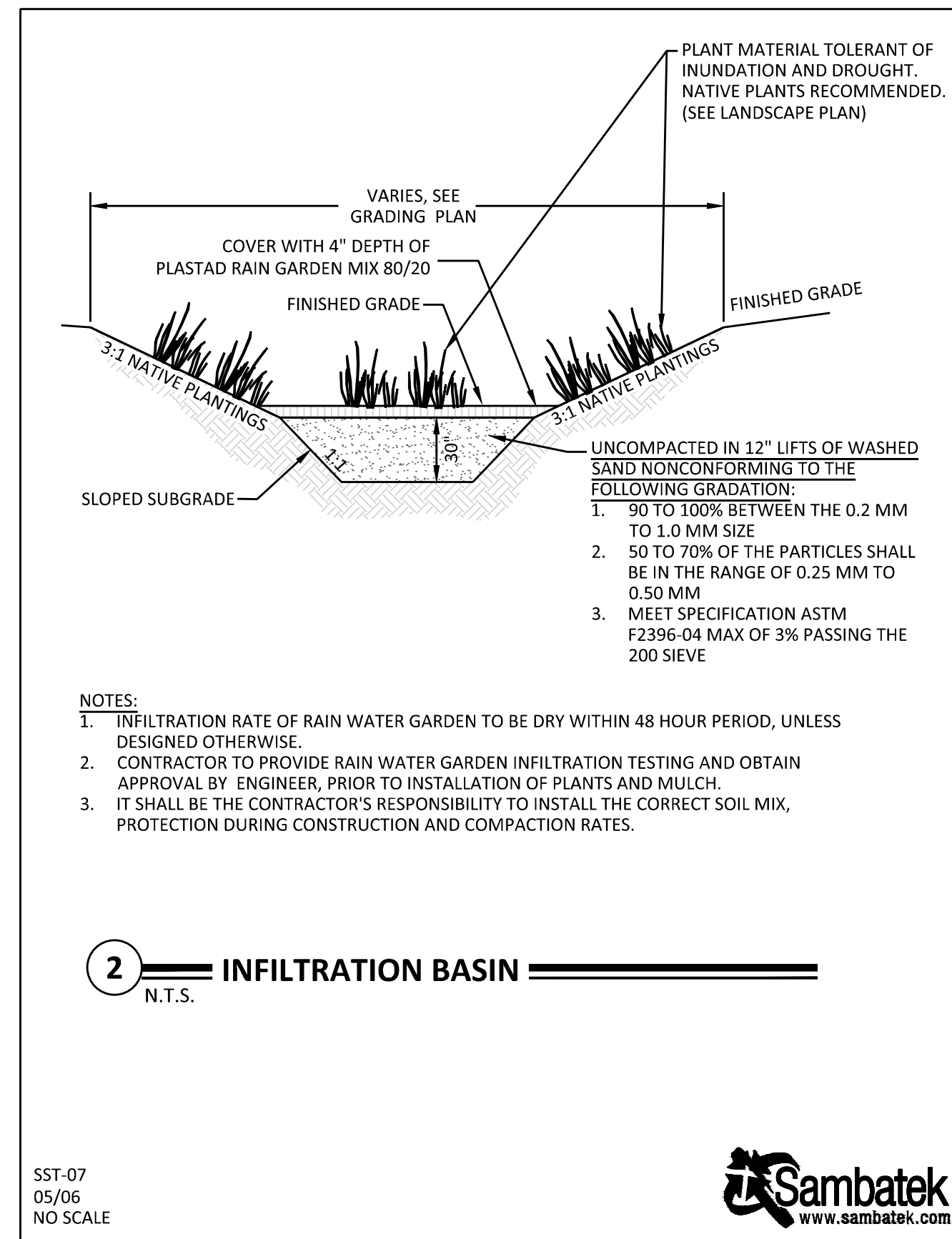
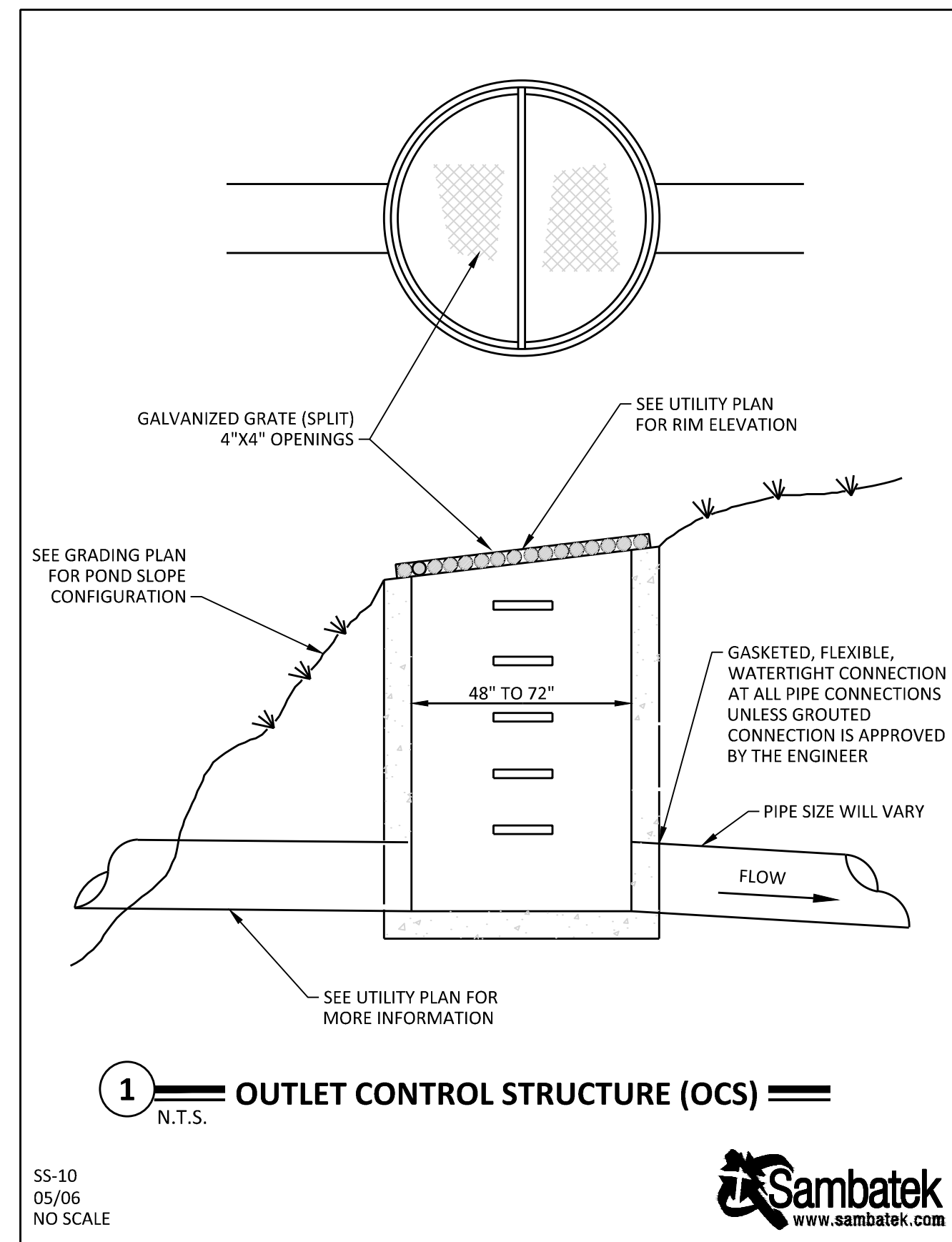
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24.15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 11/1/2022 11:08:13 AM | L:\PROJECTS\51412\CAD\SHEETS\51412-C9-DETAIL.DWG\03-CONSTRUCTION DETAILS

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Date: \_\_\_\_\_ License # 57133

**PRELIMINARY**

PRELIMINARY  
01/25/2023  
DESIGN REVIEW  
PERMIT SUBMITTAL  
CONSTRUCTION DOCUMENTS

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DESIGNED BY  
JB  
CHECKED BY  
ST  
PROJECT NO.  
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STATE DESIGN ENGINEER

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DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

SHEET  
**C9.03**  
OF  
REV. #

**LEGEND**

PROPERTY LIMIT	PROPOSED	EXISTING	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER	---	---	---
EASEMENT	---	---	CONCRETE PAVING
BUILDING	---	---	CONCRETE SIDEWALK
RETAINING WALL	---	---	
WETLAND LIMITS	---	---	
TREELINE	---	---	
LANDSCAPE EDGING	---	---	
STORM SEWER	---	---	
SANITARY SEWER	---	---	
FORCEMAIN (SAN.)	---	---	
WATERMAIN	---	---	
YARDDRAIN	---	---	
LIMITS OF DISTURBANCE	---	---	
TREE PROTECTION FENCE	---	---	
TREE TO BE REMOVED	---	---	
SIGN	---	---	
PIPE BOLLARD	---	---	
RIPRAP	---	---	

**BROOKLYN PARK LANDSCAPE CODE**

OVERSTORY: 2/Dwelling or 1/1,000 gross square feet of building area (grade level floor) or 1/40 lineal feet of site perimeter, whichever is greater

CONIFEROUS: Minimum of 30% of required overstory trees must be coniferous

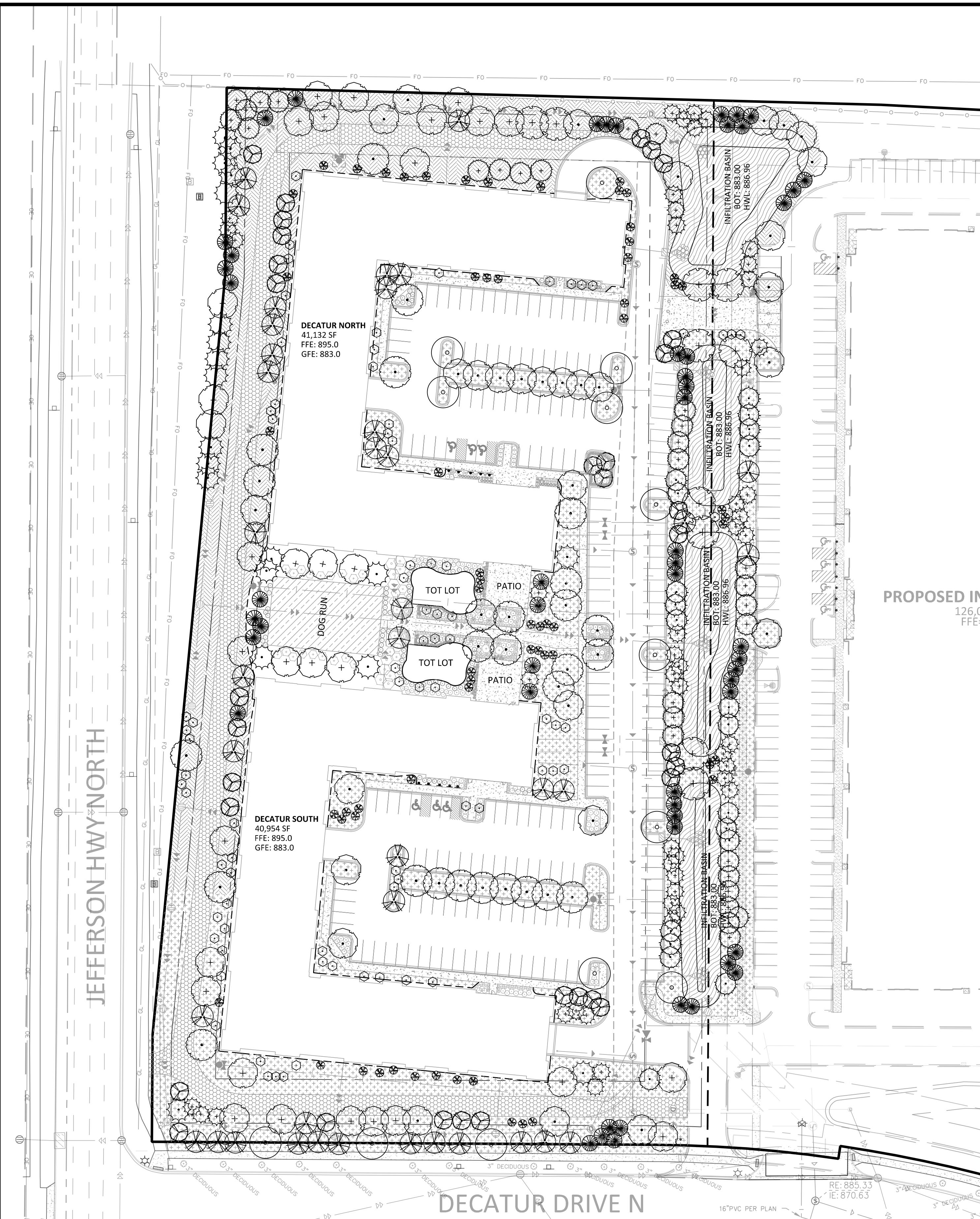
ORNAMENTAL: 2 may be substituted for 1 overstory (maximum substitution = 50% of required overstory trees)

SHRUBS: 1/300 gross square feet of building footprint area or 1/30 lineal feet of site perimeter, whichever is greater

	REQUIRED	PROPOSED
40% OPEN SPACE REQUIREMENTS	40%	48%
TWO OVERSTORY TREE PER DWELLING UNITS	492	294
AT LEAST 30% OF OVERSTORY REQUIREMENT SHALL BE CONIFEROUS TREES	148	171
TWO ORNAMENTAL CAN REPLACE ONE REQUIRED OVERSTORY TREE	265	33(16.5)
ONE SHRUB PER 300 FT OF BUILDING FOOTPRINT	265	340
<b>TOTAL TREES REQUIRED</b>	<b>492</b>	<b>480.5</b>

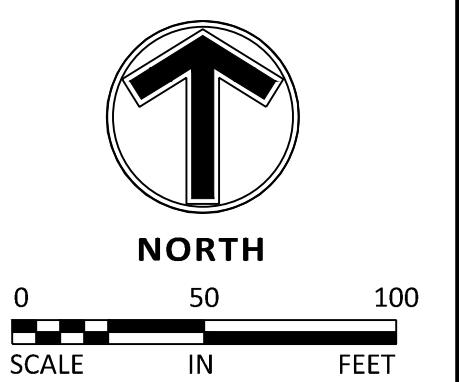
**PLANT SCHEDULE**

TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
○	AB	Acer freemantii / Autumn Blaze / Autumn Blaze Maple	B & B	2.5'	Cal	13
○	WS	Betula papyrifera / Whitespire / Whitespire Birch	B & B	2.5'	Cal	39
○	DP	Betula platyphylla 'Fargo' TM / Dakota Pinnacled Birch	B & B	2'	Cal	64
○	GB	Ginkgo biloba 'Autumn Gold' TM / Maidenhair Tree	B & B	2.5'	Cal	31
○	HL	Gleditsia tricanthos 'Skyline' / Skyline Honey Locust	B & B	2.5'	Cal	27
○	SO	Quercus bicolor / Swamp White Oak	B & B	2.5'	Cal	10
○	RP	Quercus robur x warei Long / Regal Prince Oak	B & B	2.5'	Cal	79
○	BL	Tilia americana 'Boulevard' / Boulevard Linden	B & B	2.5'	Cal	31
○	CF	Abies balsamea / Balsam Fir	B & B	6'	40	
○	NS	Picea abies / Norway Spruce	B & B	6'	20	
○	BS	Picea glauca densata / Black Hills Spruce	B & B	6'	20	
○	AP	Pinus nigra / Austrian Black Pine	B & B	6'	20	
○	TD	Thuja occidentalis / American Arborvitae	B & B	7'	53	
○	CC	Malus x 'Coralburst' / Coralburst Crabapple	B & B	2'	Cal	33
○	25-151	MNDOT Seed Mix 25-151 / High Maintenance Turf	Seed			
○	33-261	MNDOT Seed Mix 33-261 / Ponds and Wet Areas	Seed			
○	TUR HIG	Turf Sod Highland Sod / Sod	Sod			
○	ART	XGRASS Pet Turf / Artificial Turf				



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).

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



24.15 (LWS TECH) | JOSHUA BAIZER, PE (MN) | 2/22/2023 11:59:10 AM  
L:\PROJECTS\51412\CAD\SHETS\51412-11-1-SCP-DWG-1.01 TREES AND GROUND COVER

NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

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 Landscape Architect under the laws of the State of Minnesota.

Print Name: **PRELIMINARY** WORKMAN

Date: \_\_\_\_\_ License #: 59119

PRELIMINARY 01/25/2023 DESIGN REVIEW	DRAWN BY MJL
PERMIT SUBMITTAL	DESIGNED BY MJL
CONSTRUCTION DOCUMENTS	CHECKED BY JRW
	PROJECT NO. 51412

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**TREES AND GROUND COVER**

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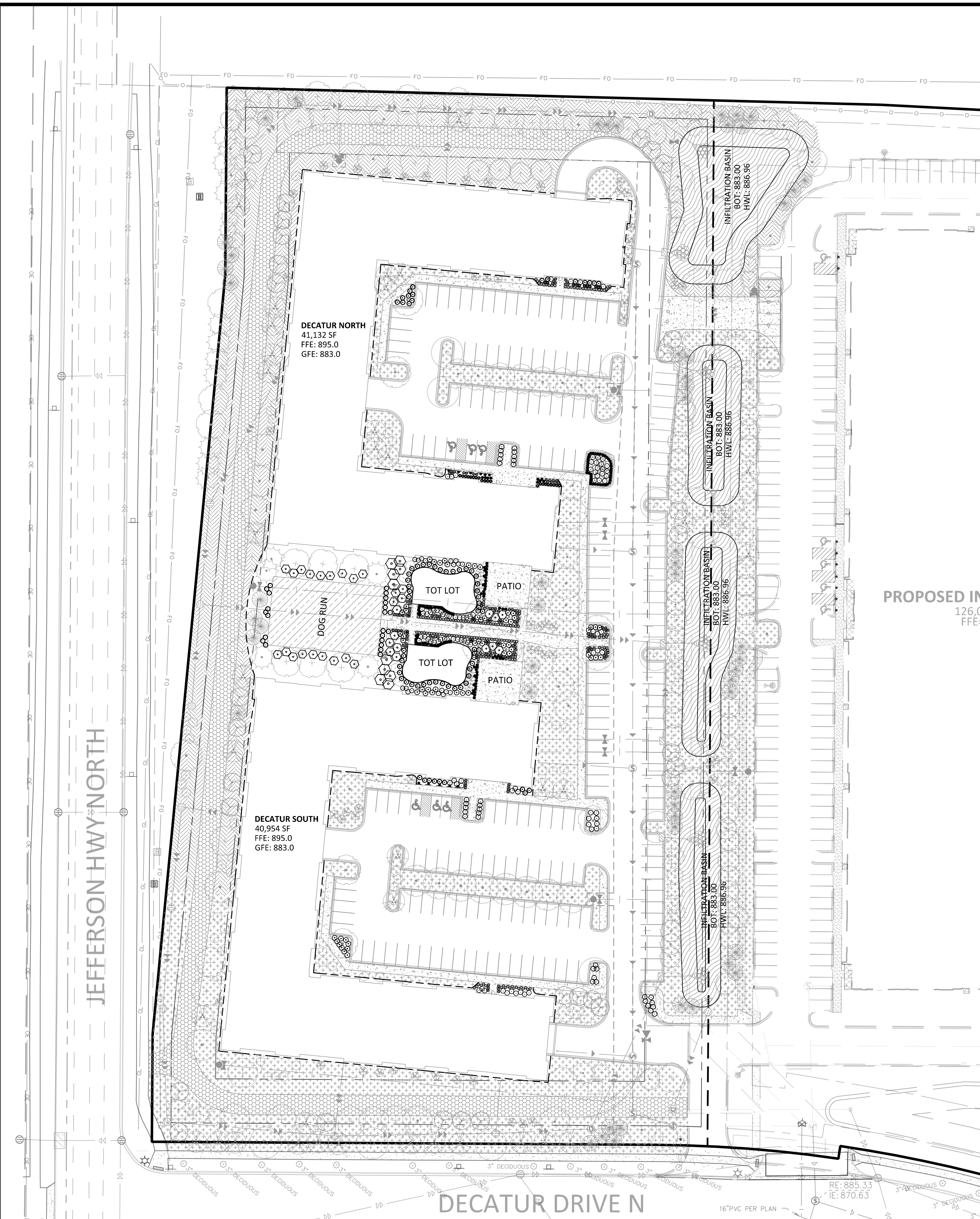
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**L1.01**  
OF  
REV. #

### LEGEND

PROPERTY LIMIT	PROPOSED	EXISTING	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER	---	---	---
EASEMENT	---	---	CONCRETE PAVING
BUILDING	---	---	---
RETAINING WALL	---	---	CONCRETE SIDEWALK
WETLAND LIMITS	---	---	---
TREELINE	---	---	---
LANDSCAPE EDGING	---	---	---
STORM SEWER	Ⓧ	Ⓧ	---
SANITARY SEWER	Ⓧ	Ⓧ	---
FORCEMAIN (SAN.)	Ⓧ	Ⓧ	---
WATERMAIN	Ⓧ	Ⓧ	---
YARDDRAIN	Ⓧ	Ⓧ	---
LIMITS OF DISTURBANCE	---	---	---
TREE PROTECTION FENCE	TP	---	---
TREE TO BE REMOVED	⊗	---	---
SIGN	⊙	---	---
PIPE BOLLARD	⊙	---	---
RIPRAP	⊙	---	---

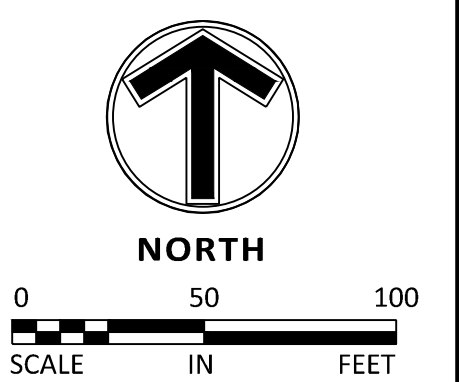
### PLANT SCHEDULE

PLANT SCHEDULE				
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	QTY
⊙	RD	Cornus baileyi / Bailey's Red-twig Dogwood	5 gal	10
⊙	LH	Hydrangea paniculata 'Jane' / Little Lime Hydrangea	5 gal	18
⊙	LL	Hydrangea paniculata 'Limelight' TM / Limelight Hydrangea	5 gal	34
⊙	CJ	Juniperus sabina 'Monna' / Calgary Carpet Juniper	5 gal	73
⊙	PM	Pinus mugo 'Slowmound' / Mugo Pine	5 gal	75
⊙	GL	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal	48
⊙	GS	Spiraea japonica 'Goldflame' / Spiraea	5 gal	57
⊙	HA	Thuja occidentalis 'Holmstrup' / Holmstrup Cedar	10 gal	23
GRASSES	CODE	BOTANICAL / COMMON NAME	CONT	QTY
⊙	SNU	Sorghastrum nutans / Indian Grass	1 gal	32
PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT	QTY
⊙	SBA	Allium x 'Summer Beauty' / Summer Beauty Allium	1 gal	170
⊙	BLF	Gaillardia x grandiflora 'Arizona Sun' / Blanketflower	1 gal	144
⊙	LRS	Perovskia atriplicifolia 'Little Spire' TM / Little Spire Russian Sage	1 gal	140



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24.15 (LWS TECH) | JOSHUA BAIZER, PE (MN) | 2/22/2023 11:59:10 AM | L:\PROJECTS\1412\CAD\SHRUBS\1412-L1-L1-SCP-DWG-L1.02 SHRUB PLAN

NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
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PRELIMINARY 01/25/2023 DESIGN REVIEW	DRAWN BY MJL
PERMIT SUBMITTAL	DESIGNED BY MJL
CONSTRUCTION DOCUMENTS	CHECKED BY JRW
	PROJECT NO. 51412

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**SHRUB PLAN**

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**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-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
- OVERSTOCKS SHALL BE PLANTED 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.
- 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.
- BUILDING MAINTENANCE STRIP: WHERE NO LANDSCAPE PLANTING BEDS EXIST ADJACENT TO A BUILDING FOUNDATION, CONTRACTOR SHALL INSTALL A DECORATIVE ROCK MAINTENANCE STRIP PER PLAN. DECORATIVE ROCK SHALL BE 1"-3" DRESSER TRAP ROCK, GREY IN COLOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN.
- USE ANTI-DESICCANT (WILT-PRUF 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 HARDPACK 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 ROTO-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.
    - 22.1. POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1
    - 22.2. DECIDUOUS/B&B: 4/1 - 6/1; 9/21 - 11/1
    - 22.3. EVERGREEN POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1
    - 22.4. EVERGREEN B&B: 4/1 - 5/1; 9/21 - 11/1
    - 22.5. TURF/LAWN SEEDING: 4/1 - 6/1; 7/20 - 9/20
    - 22.6. 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 DEFOLIATES (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 MN/DOT 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.25-121 WILL BE PLACED AT THE RATE OF 65 POUNDS PER ACRE.
  - ALL DISTURBED AREAS TO BE TURF SEEDED, 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:
  - 1.1. 2" CAL. TREES: LOWEST BRANCH 6' HT.
  - 1.2. 3" CAL.+ TREES: LOWEST BRANCH 7' HT.
- TREE CANOPY WIDTH SHALL BE RELATIVE TO HEIGHT/CALIPER OF TREE AND TYPE OF TREE.
  - 2.1. 1" CALIPER/6-8' HT: 3-4' WIDTH MIN.
  - 2.2. 2" CALIPER/12-14' HT: 4-5' WIDTH MIN.
  - 2.3. 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:**

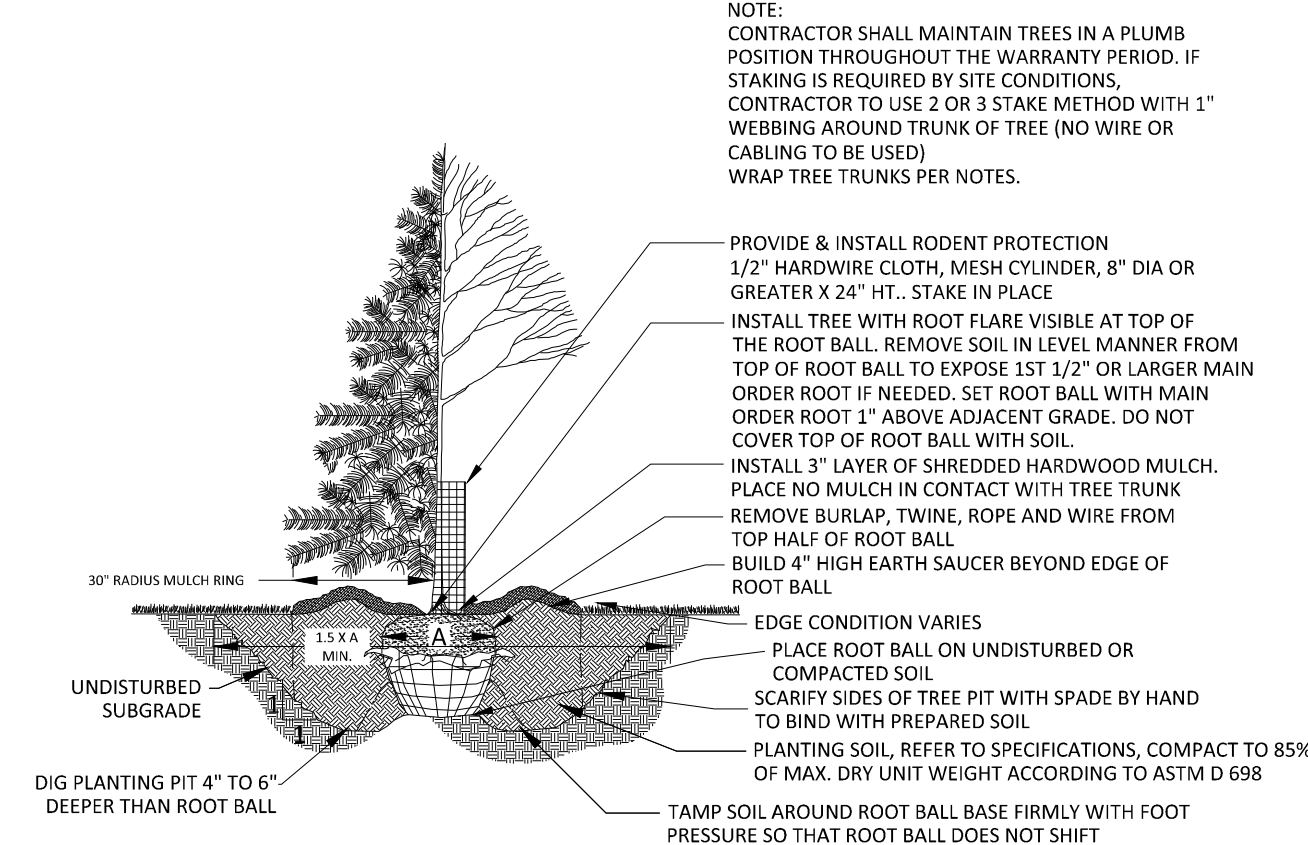
- IRRIGATION SYSTEM TO BE DESIGN/BUILD. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL OF SYSTEM LAYOUT PRIOR TO INSTALLATION.
- ALL SOD TO RECEIVE SPRAY OR ROTOR IRRIGATION HEADS WITH MINIMUM DESIGN OF 1" IRRIGATION PER WEEK.
- ALL PLANT BEDS TO RECEIVE DRIP LINE IRRIGATION, WITH A MINIMUM DESIGN OF .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:**

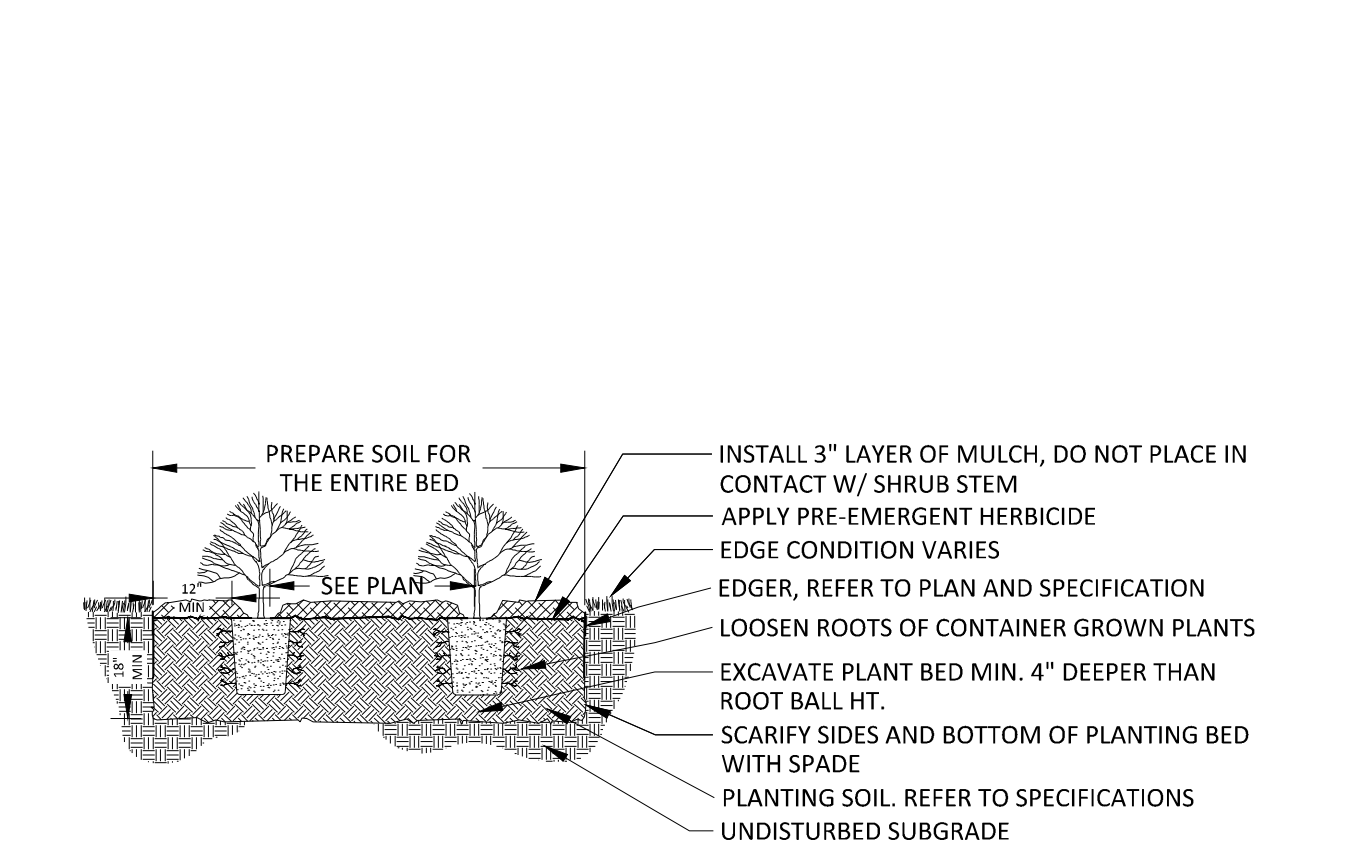
- DURING GROWING SEASON NEVER MOW SHORTER THAN 3.5 INCHES, PREFERRED MAINTENANCE IS MOW ONCE PER MONTH AT 5" HEIGHT
- DO NOT USE HIGH NITROGEN FERTILIZER ON FESCUE LAWN
- OVERSEED THIN BARE SPOTS IN FALL
- ALWAYS USE SHARP BLADE WHEN MOWING TO AVOID TEARING LEAF BLADE
- SET MOWER TO 3" FOR BAGGING AND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

**NATIVE SEED MIX NOTES:**

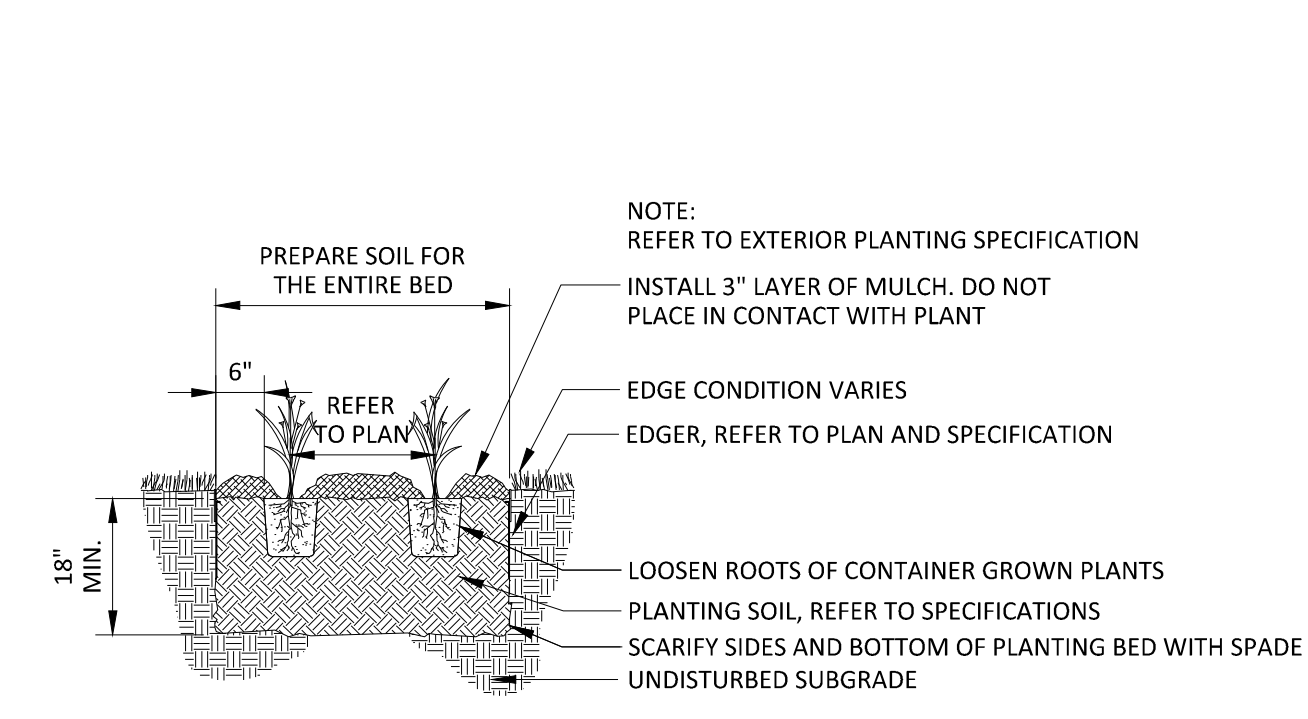
- ESTABLISHMENT AND YEAR ONE: MOW THREE(3) TIMES FIRST YEAR ON 30-DAY INTERVALS TO A HEIGHT BETWEEN FIVE AND EIGHT INCHES. DO NOT USE FERTILIZERS. SPOT TREAT INVASIVE WOODY PLANTS OR HAND WEED INDIVIDUAL NOXIOUS WEEDS.
- YEAR TWO: PERFORM ONE MOWING BETWEEN MID-JUNE AND MID-AUGUST. SPOT SPRAY WEEDS AS NEEDED WHERE THEY ARE ESPECIALLY DOMINATE.
- YEAR THREE (AND BEYOND): CUT ONE TIME PER YEAR AS A CLEAN UP PROCEDURE (EITHER IN EARLY MAY OR LATE NOVEMBER). PRESCRIBED BURNS MAY BE USED AS WELL IN PLACE OF MOWING. CHECK LOCAL REGULATIONS AND PERMIT PROCEDURES.



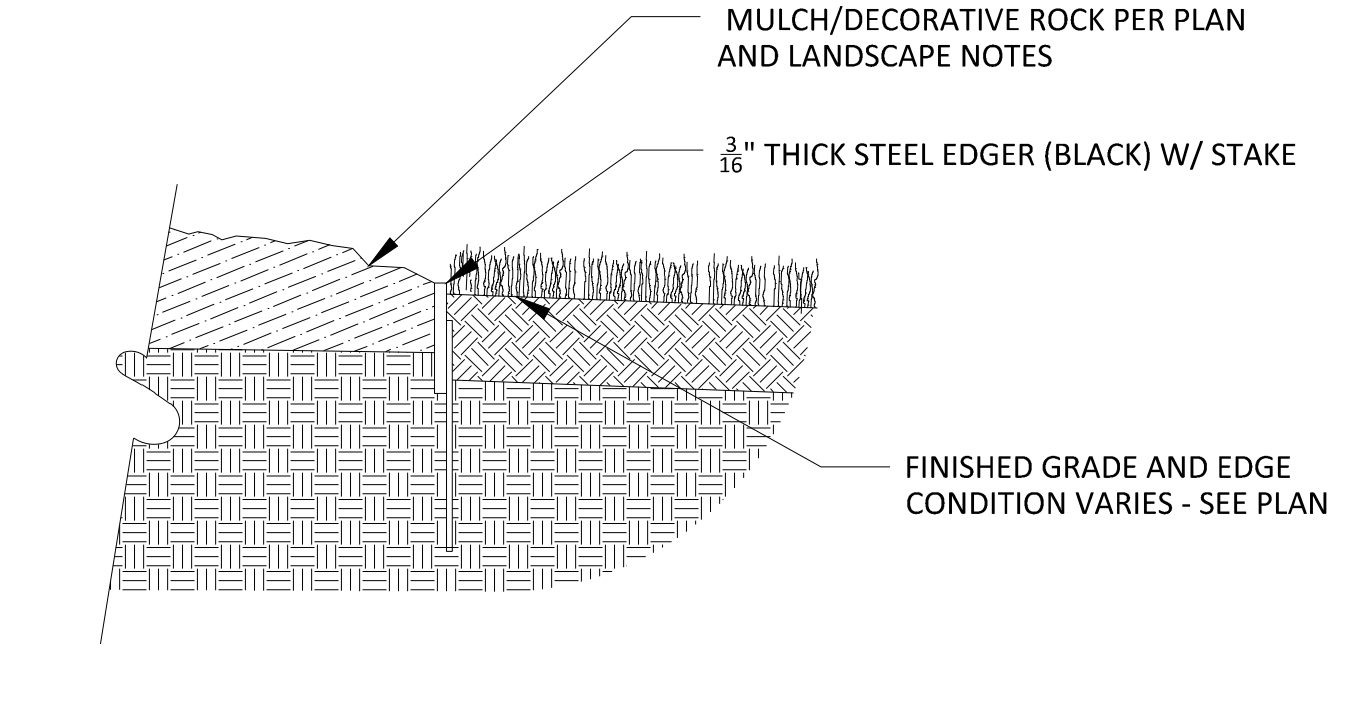
**1 TREE PLANTING DETAIL**  
L1.03 1/4" = 1'-0" P-01



**2 SHRUB PLANTING DETAIL**  
L1.03 3/8" = 1'-0" P-02



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



**4 STEEL EDGER**  
L1.03 1 1/2" = 1'-0" P-06

24.15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 2/22/2023 11:59:10 AM | L:\PROJECTS\51412\CAD\SHEETS\51412-L1-LSCP-DWG-L1.03 LANDSCAPE DETAILS AND NOTES

NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

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 Landscape Architect under the laws of the State of Minnesota.

Print Name: **PRELIMINARY** JOSHUA BALZER WORKMAN

Date: \_\_\_\_\_ License #: 59119

PRELIMINARY  
01/25/2023  
DESIGN REVIEW

DRAWN BY  
MJL

DESIGNED BY  
MJL

CHECKED BY  
JRW

PROJECT NO.  
51412



LANDSCAPE DETAILS AND NOTES

REAL ESTATE EQUITIES  
PRELIMINARY SITE DEVELOPMENT PLANS  
DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

SHEET  
**L1.03**  
OF  
REV. #

C.R. DOC. NO. \_\_\_\_\_

# GATEWAY 7TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Placeholder, LLC, a Minnesota limited liability company, fee owner of the following described property:

LOT 1, BLOCK 1, GATEWAY 6TH ADDITION

Has caused the same to be surveyed and platted as GATEWAY 7TH ADDITION, and does hereby dedicate to the public for the public use the drainage and utility easements created by this plat.

In witness whereof said Placeholder, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED: Placeholder, LLC

By: \_\_\_\_\_, as \_\_\_\_\_

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_, for Placeholder, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, \_\_\_\_\_ County, Minnesota Notary Printed Name  
My Commission Expires \_\_\_\_\_

I Mark R. Salo do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mark R. Salo, Licensed Land Surveyor,  
Minnesota License No. 43933

STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Mark R. Salo.

Notary Public, \_\_\_\_\_ County, Minnesota Notary Printed Name  
My Commission Expires \_\_\_\_\_

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

This plat of GATEWAY 7TH ADDITION was approved and accepted by the City Council of the City of Brooklyn Park, Minnesota at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Brooklyn Park, Minnesota

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

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20\_\_ and prior years have been paid for land described on this plat, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Daniel Rogan, County Auditor By: \_\_\_\_\_, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

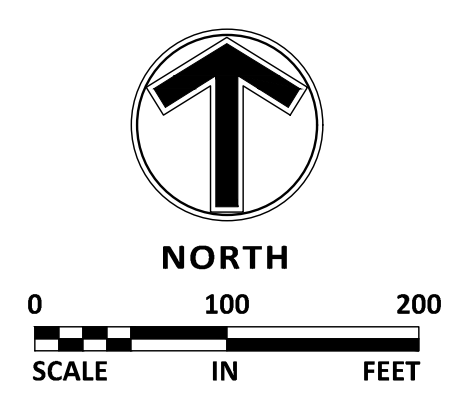
Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Chris F. Mavis, County Surveyor By: \_\_\_\_\_

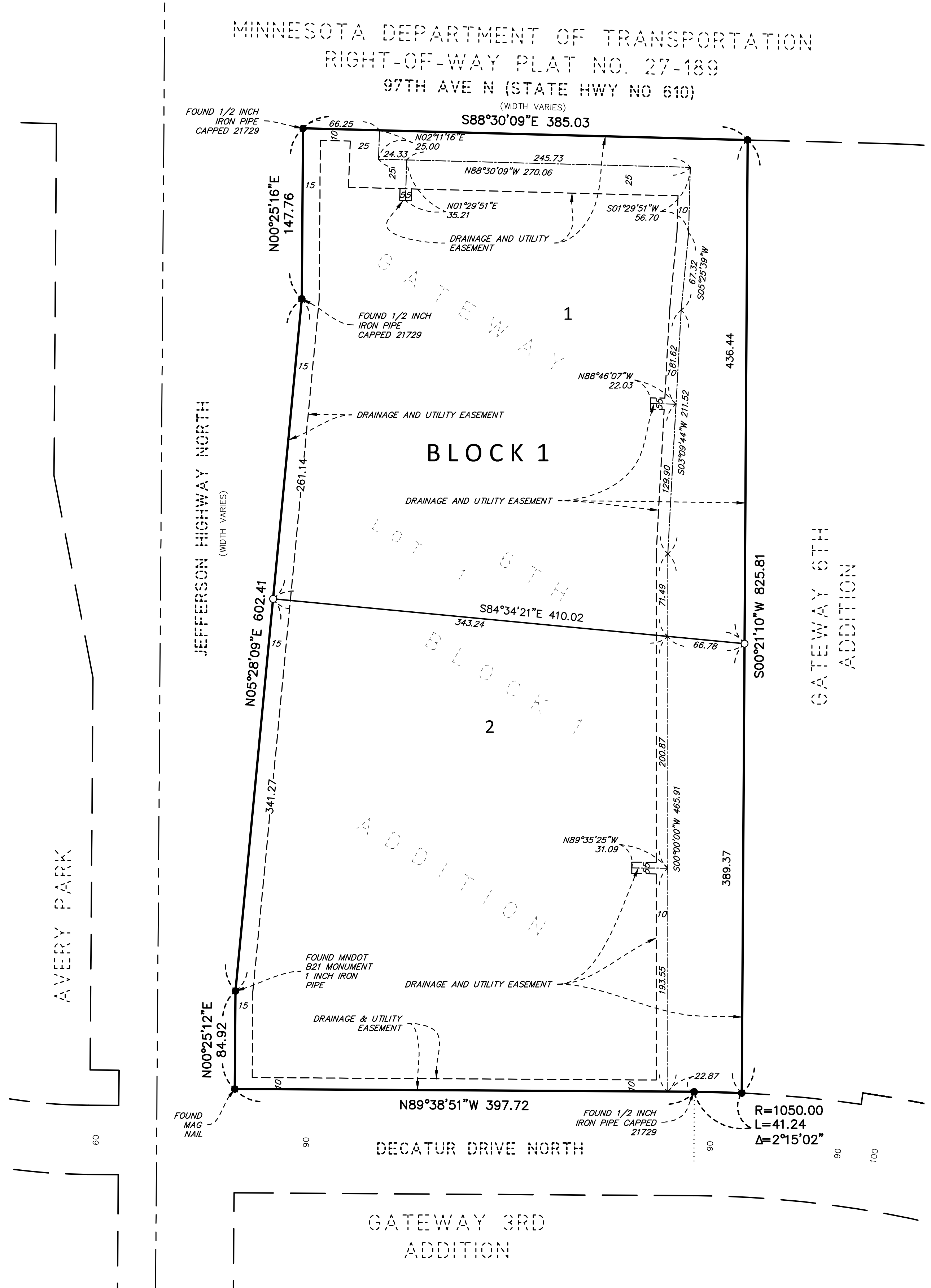
COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of GATEWAY 7TH ADDITION was recorded in this office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ .M.

Amber Bougie, County Recorder By: \_\_\_\_\_, Deputy



- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 43933.
  - DENOTES 1/2 INCH IRON PIPE MONUMENT FOUND MARKED BY LICENSE NO. 43933 UNLESS OTHERWISE NOTED.
- THE NORTH LINE OF LOT 1, BLOCK 1, GATEWAY 6TH ADDITION, IS ASSUMED TO HAVE A BEARING OF SOUTH 88 DEGREES 30 MINUTES 09 SECONDS EAST.



PLAT NO. 27-183

KEY NOTES

- A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
- B. B-612 CONCRETE CURB AND GUTTER
- C. B-618 6CONCRETE CURB AND GUTTER
- D. CONCRETE APRON
- E. FLAT CURB SECTION
- F. CONCRETE SIDEWALK (6' WIDE UNLESS OTHERWISE NOTED)
- G. SEGMENTAL BLOCK RETAINING WALL
- H. ACCESSIBLE RAMP
- I. ACCESSIBLE STALL STRIPING
- J. ACCESSIBLE PARKING SIGN
- K. TRANSFORMER
- L. KNOCK DOWN BOLLARDS
- M. SURMOUNTABLE CURB AND GUTTER

LEGEND

	PROPOSED		EXISTING		BOUNDARY LINE		STANDARD DUTY ASPHALT PAVING
					CONCRETE CURB		HEAVY DUTY ASPHALT PAVING
					EASEMENT LINE		CONCRETE PAVING
					BUILDING LINE		CONCRETE SIDEWALK
					RETAINING WALL		PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
					WETLAND		GRASS PAVERS (FIRE APPARTUS ACCESS ROAD)
					TREE LINE		
					SAW CUT LINE		
	SIGN						
	BOLLARD						
	REGULAR PARKING STALL COUNT						
	KEYNOTE						

DEVELOPMENT SUMMARY

DEVELOPMENT SUMMARY		RESIDENTIAL	
AREA		BUILDING SETBACKS	
LOT 1 AREA	3.81 AC	FRONT YARD	50 FT
LOT 2 AREA	3.99 AC	REAR YARD	50 FT
GROSS SITE AREA	7.80 AC	EAST SIDE YARD	50 FT
IMPERVIOUS	4.15 AC	WEST SIDE YARD	50 FT
PERVIOUS	3.65 AC		
PARKING SUMMARY		PARKING SETBACKS	
EXTERIOR	217	FRONT YARD	15 FT
INTERIOR	446	REAR YARD	15 FT
TOTAL PARKING PROVIDED	663	EAST SIDE YARD	5 FT
TOTAL PARKING REQUIRED	630	WEST SIDE YARD	15 FT
APARTMENT BUILDINGS		ZONING	
DECATUR NORTH	175	EXISTING ZONING	B3/PD
DECATUR SOUTH	175	PROPOSED ZONING	TOWN CENTER DISTRICT
GROSS DENSITY	45 U/A		

DEVELOPMENT NOTES

1. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
2. ALL DIMENSIONS SHOWN ARE 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. LIGHT STANDARD LOCATIONS ARE FOR REFERENCE ONLY, SITE LIGHTING PLAN IS DESIGN BUILD BY CONTRACTOR. CONTRACTOR SHALL CONFIRM LIGHT STANDARD LOCATION WITH LIGHTING VENDOR. OR 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 HAVE BEEN DESIGNED WITH A MAXIMUM LONGITUDINAL SLOPE OF 4.5%, AND A MAXIMUM CROSS SLOPE OF 1.5%. THIS IS LESS THAN THE ADA CODE MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). THE MAXIMUM DESIGN SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE IS 1.5%, LESS THAN THE ADA CODE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE OF 2.00% (1:50). 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.

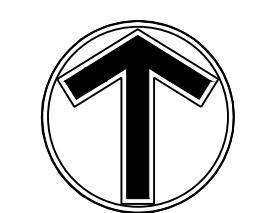
CIVIL 3D MODEL LIMITATIONS  
 SAMBATEK'S DELIVERABLE AND GOVERNING DOCUMENTS FOR CONSTRUCTION SHALL BE A HARD COPY AND/OR PDF PLAN SHEETS. IF A CIVIL 3D MODEL IS GENERATED IN THE PROCESS OF PREPARING THE PLAN SHEETS, IT IS AS A DESIGN TOOL ONLY AND NOT AS A SEPARATE DELIVERABLE. AT THE OWNER'S REQUEST, WE WILL RELEASE OUR CIVIL 3D MODEL FOR THE CONTRACTOR'S USE. HOWEVER, ITS USE IS AT THE CONTRACTOR'S RISK AND SHALL NOT BE USED FOR STAKING OF CURB, SIDEWALK, OR OTHER HARD SURFACE IMPROVEMENTS. IF A CIVIL 3D MODEL FOR STAKING HARD SURFACE IMPROVEMENTS IS REQUIRED, WE CAN PROVIDE A SUPPLEMENTAL AGREEMENT FOR REFINEMENT AND PREPARATION OF THE CIVIL 3D MODEL.

PROPOSED INDU!  
 126,000 SF  
 FFE=890

Pedestrian Connectivity routes

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).

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



NORTH  
 0 50 100  
 SCALE IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: **PRELIMINARY** JOSHUA BALZER  
 Date \_\_\_\_\_ License # 57133

PRELIMINARY  
 01/25/2023  
 DESIGN REVIEW  
 PERMIT SUBMITTAL  
 CONSTRUCTION DOCUMENTS

DRAWN BY  
 TK  
 DESIGNED BY  
 JB  
 CHECKED BY  
 ST  
 PROJECT NO.  
 51412



PRELIMINARY SITE PLAN  
 REAL ESTATE EQUITIES  
 PRELIMINARY SITE DEVELOPMENT PLANS  
 DECATUR NORTH & DECATUR SOUTH APARTMENTS  
 BROOKLYN PARK, MN

SHEET  
**C3.01**  
 OF  
 REV. #

Drafted by:

Winthrop & Weinstine, P.A. (ALB)  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402

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## EASEMENT, MAINTENANCE AND OPERATING AGREEMENT

This Easement, Maintenance and Operating Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”) by BROOKLYN PARK AH I, LLLP, a Minnesota limited liability limited partnership, its successors and/or assigns (“**Brooklyn Park 1**”), and BROOKLYN PARK AH II, LLLP, a Minnesota limited liability limited partnership, its successors and/or assigns (“**Brooklyn Park 2**”). Brooklyn Park 1 and Brooklyn Park 2 are hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

### RECITALS:

A. Brooklyn Park 1 is the fee owner of that certain real property located in the City of Brooklyn Park, County of Hennepin, Minnesota, as more particularly described on Exhibit A attached hereto (the “**Brooklyn Park 1 Property**”);

B. Brooklyn Park 2 is the fee owner of that certain adjacent real property located in the City of Brooklyn Park, County of Hennepin, Minnesota, as more particularly described on Exhibit B attached hereto (the “**Brooklyn Park 2 Property**,” and, together with the Brooklyn Park 1 Property, the “**Property**”);

C. Brooklyn Park 1 desires to develop the Brooklyn Park 1 Property as a [ ]-unit multifamily affordable housing apartment complex (the “**Phase 1 Project**”) and Brooklyn Park 2 desires to develop the Brooklyn Park 2 Property as a [ ]-unit multifamily affordable housing apartment complex (the “**Phase 2 Project**” and together with the Phase 1 Project, the “**Projects**”);

D. It is intended that as part of construction of the Projects, certain roads, sidewalks, a fenced dog park, utility facilities and other improvements related thereto shall be constructed for the use and access of the Parties and their Permitted Users (as hereinafter defined) as contemplated herein (the “**Common Improvements**”);

E. A site plan showing the proposed configuration of the Phase 1 Project and the Phase 2 Project is attached hereto as Exhibit C (the “**Initial Site Plan**”); and

F. To provide for the efficient development of the Projects and the Common Improvements, and the appropriate administration, preservation and enhancement of the Property, the Parties desire to grant to the other, their respective successors, assigns, tenants, occupants,

licensees, contractors, subcontractors, agents, employees, guests or invitees (the “**Permitted Users**”) certain rights and easements upon the terms and conditions provided herein.

NOW, THEREFORE, for the covenants provided herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **AGREEMENT**

1. **Grant of Easements.** The Parties hereto do hereby establish the following easements (collectively, the “**Easements**”), for the benefit of the Brooklyn Park 1 Property and Brooklyn Park 2 Property, as applicable, in accordance with the terms and conditions contained herein.

- a) **Access Easement.** Brooklyn Park 1 hereby grants and conveys to Brooklyn Park 2 and its Permitted Users, for the benefit of the Brooklyn Park 2 Property, a permanent, non-exclusive easement, over and across that part of the Brooklyn Park 1 Property to be developed as a driveway or drive lane (the “**Driveway Improvements**”) as depicted and legally described on Exhibit D attached hereto and made a part hereof (the “**Access Easement Area**”), for the purpose of vehicular and bicycle ingress and egress (the “**Access Easement**”).
- b) **Shared Easement.** Each of the Parties hereby grants and conveys to the other Party and its Permitted Users, for the benefit of the Brooklyn Park 1 Property and the Brooklyn Park 2 Property, respectively, permanent, non-exclusive easements over and across that part of the respective Party’s Property to be developed as walkways, sidewalks and as a fenced dog park (the “**Shared Improvements**”) as depicted on Exhibit E attached hereto and made a part hereof (the “**Shared Easement Area**” together with the Access Easement Area, the “**Shared Easement Area**”), for the purpose of pedestrian leisure, ingress and egress (the “**Shared Easement**”).
- c) **Utility Easement.** Brooklyn Park 1 hereby grants and conveys to Brooklyn Park 2 and its Permitted Users, for the benefit of the Brooklyn Park 2 Property, a permanent, non-exclusive easement, over and across that part of the Brooklyn Park 1 Property depicted as the [Access Easement Area] for the purposes of using, maintaining, and repairing underground electric, gas, water, sewer, telephone, communications and cable and internet telecommunications transmission lines and improvement (the “**Utilities**”), including ingress and egress of persons, vehicles and equipment to accomplish such purposes, on, under, over and across that portion of the [Access Easement Area] (“**Utility Easement**”). [NTD: Confirm final location of utility infrastructure.]

2. **Obstructions.** Neither Party nor its respective Permitted Users shall construct, install, or place any barrier or obstruction on any portion of any of the Easements so as to interfere with the other Party’s access, use or enjoyment of such other Party’s Property, and any of the Easements or Common Improvements, including, but not limited to ingress and egress through the Access Easement Area or obstruct the entry of emergency vehicles through the Access Easement

Area by blocking, for any period of time, any portion of the Access Easement Area. Notwithstanding anything in this Agreement to the contrary, either Party, or its designated Permitted Users, shall be entitled to temporarily restrict the other from access to any of the Easements or use of any Common Improvement for the purpose of maintaining, repairing, and replacing the Common Improvements in accordance with Section 3 hereof, from time to time, as may be reasonably necessary or for any emergency purpose. To the extent Brooklyn Park 1 temporarily obstructs the Access Easement Area in accordance with this Agreement, Brooklyn Park 1 shall provide Brooklyn Park 2 with reasonable notice of such temporary access restrictions and shall provide Brooklyn Park 2 and its Permitted Users with a reasonable alternate access route to the Brooklyn Park 2 Property, which shall be undertaken in a timely manner and which closure shall be for the shortest reasonable period of time.

**3. Construction, Maintenance, Repair and Replacement of the Improvements.**

- a) Initial Construction of Common Improvements. Brooklyn Park 1 shall pay for all costs and expenses associated with the initial construction of any Common Improvements located on the Brooklyn Park 1 Property and shall be responsible for constructing such Common Improvements in compliance with all applicable governmental laws, ordinances, codes, and regulations. Brooklyn Park 2 shall pay for all costs and expenses associated with the initial construction of any Common Improvements located on the Brooklyn Park 2 Property and shall be responsible for constructing such Common Improvements in compliance with all applicable governmental laws, ordinances, codes, and regulations.
- b) Maintenance, Repair and Replacement Obligations. Each Party, its successors and assigns, shall be responsible for the construction, maintenance, repair and replacement of the Common Improvements located on its respective Property, including all costs and expenses associated therewith, unless otherwise agreed to in writing, except for such reimbursements as set forth below, and shall maintain the Common Improvements in a good, safe and similar condition as originally constructed suitable for their intended use and in accordance with all applicable laws, ordinances and regulations. The Parties, their successors and assigns, agree to cooperate with the other during all such maintenance, repair or replacement.
- c) Failure to Perform. In the event either Party, its successors or assigns, fails to maintain, repair or replace the Common Improvements located on its respective Property in the manner indicated herein or within a reasonable time after the reasonable request by the other Party, then such non-defaulting Party shall be entitled to perform such maintenance, repair or replacement and is hereby granted a right of entry onto the defaulting Party's Property, after reasonable notice of such entry during regular business hours, with such personnel, materials and equipment as may be necessary for the purpose of performing any obligation that such defaulting Party has not timely performed. The defaulting Party shall reimburse the non-defaulting Party for all reasonable costs associated with the repair, replacement or maintenance undertaken by the non-defaulting Party on the defaulting Party's Property within thirty (30) days of demand.

- d) **Effect of Non-Payment; Lien.** Should either Party default in the payment of any amounts required hereunder and such default shall continue for a period of thirty (30) days after written notice thereof, said amounts shall become a continuing lien on the Property owned by the Party in default, which shall bind the defaulting Party, their successors and assigns, and the Party not in default may bring an action at law against the defaulting Party to pay the same, and there shall be added to the amount of such costs and expenses the cost of preparing and filing the complaint in such action. In the event a judgment is obtained, reasonable attorneys' fees shall be paid to the prevailing Party. The non-defaulting Party shall have the right, but not the obligation, to record its lien(s) against the Property interest owned by the defaulting Party, but at all times such lien(s) pursuant to this section shall be subject and subordinate to the lien of any mortgage now or hereafter held by any mortgagee, or any extension, renewal, modification or refinancing thereof, on the defaulting Party's Property, whether or not such mortgage or any extension, renewal, or modification or refinancing is recorded before or after the lien in favor of the non-defaulting Party. No Party may waive nor otherwise escape liability for the costs and expenses provided for herein by non-use of the easements or abandonment of its Property.

4. **Cooperation.** The Parties acknowledge that they have entered into or may enter into in the future certain declarations and easements relating to the Property. The Parties agree to cooperate with each other in the timely administration of their respective rights and discharge their respective duties and obligations under the foregoing declarations and easements.

5. **Indemnification.** Each Party shall hold harmless, defend and indemnify the other Party, its partners, affiliates and agents, and their respective employees, successors and assigns, from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys' fees, arising out of or due to, the use by such Party or its Permitted Users, of the easements or other rights granted hereunder, including, without limitation, the use, exercise or enjoyment of any easement granted in this Agreement except to the extent due to or a result of, the negligence or willful misconduct of the Party seeking indemnification or such Party's respective Permitted Users.

6. **Insurance.** Each Party to this Agreement shall maintain comprehensive general liability insurance against claims for bodily injury, death and property damage occurring in or upon the Property or access thereto, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Agreement, in such amounts as may be carried from time to time by prudent owners of similar properties in the Brooklyn Park area, but in all events to afford protection for limits of not less than \$1,000,000 combined single limit for bodily injury or property damage and \$2,000,000 in the aggregate. In addition, each Party to this Agreement shall maintain comprehensive property insurance in such amounts as may be carried from time to time by prudent owners of similar properties in the Brooklyn Park area.

7. **Estoppel Certificates.** Each Party shall, from time to time, within fourteen (14) days after written request from the other Party, execute, acknowledge and deliver to the other, a certificate stating:

- a) that the terms and provisions of this Agreement, as amended, are unmodified and are in full force and effect or, if modified, identifying the modification agreements;
- b) whether there is known to be any existing default hereunder by any Party and, if so, specifying the nature and extent thereof;
- c) whether the Party executing such certificate is performing work for which that Party expects reimbursement under the provisions hereof;
- d) the nature and extent of any setoffs, claims or defenses then being asserted or otherwise known by the Party against the enforcement of another Party's obligations hereunder;
- e) the nature and extent of any notice given or demand made upon a Party which has not been satisfied; and
- f) such other matters as may be reasonably requested.

**8. No Right in General Public.** Nothing herein contained in this Agreement shall be deemed to be a gift or dedication of any portion of either Party's Property to the general public, or for any public purposes whatsoever, it being the intention of this Agreement shall be strictly limited to and for the purposes herein expressed.

**9. Term.** Use of the Easements and Common Improvements by the Parties and their Permitted Users, pursuant to the terms of this Agreement, shall not be terminated by either Party without the prior written consent of the other Party.

**10. Covenants to Run with Land.** The Parties hereby agree that the easements, restrictions, reservations, rights and obligations set forth herein shall run with the property burdened and shall be binding on all parties having any right, title or interest in the same, their heirs, successors and assigns.

**11. Casualty and Condemnation.** Should any portion of the Property or the Common Improvements be condemned, otherwise taken, or subject to a casualty, the Parties agree to pay the cost of replacing such Property or Common Improvements located on its respective Property without contribution from the other Party; provided, however, that nothing herein shall obligate such Party to repair or replace such Property or Common Improvements if such repair or replacement is not required or permitted by the Party's lender and/or investor, including, without limitation, any unrelated institutional and/or governmental lender(s) who provide mortgage financing for any portion of the Property (collectively, the "**Lenders**") and [\_\_\_\_\_] and its affiliates, successors and/or assigns (collectively, the "**Investor Member**"). The Party with the condemned or damaged Property or Common Improvements shall be responsible for coordinating replacement of such Property or Common Improvements.

**12. Default or Dispute.** In the event of a default or dispute under this Agreement should occur by either Party, either Party may seek any and all remedies permitted by law or equity.



13. **Waiver.** Any waiver by any Party of any default of the other Party hereunder shall not affect or impair any right arising from any subsequent default.

14. **Severability.** If any clause, provision or portion of this Agreement is deemed to be illegal, invalid, or unenforceable under present or future laws, then the remainder of the Agreement shall remain unaffected but the illegal, invalid or unenforceable provision shall be modified in such a way that effectuates the intention of this Agreement but complies with all applicable laws.

15. **Captions.** The caption of each paragraph of this Agreement is for convenience only and shall not be considered in the interpretation or construction of any provision of this Agreement.

16. **Amendment or Modification.** This Agreement and any of the rights and easements created hereby may not be modified or terminated except by a written instrument executed by all parties hereto.

17. **Final Site Plan.** [The Parties acknowledge that the Property is expected to be developed in two separate phases (“**Phases I and II**”), and at such time as the construction of each of Phases I and II, respectively, has commenced, the Parties agree to reasonably cooperate to amend and restate this Agreement to accommodate and incorporate Phases I and II and the improvements associated therewith, respectively. In order to reflect the final type, location and configuration of the improvements or amenities to be constructed on Phases I and II, the Parties shall amend this Agreement to replace the Initial Site Plan with an updated site plan which shows the final location of the improvements and amenities to be constructed on Phases I and II (the “Final Site Plan”) and to make any other amendments or attach any other exhibits as reasonably necessary to accurately reflect such improvements and amenities.]

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

19. **Non-Exclusive Easements.** The Easements and other rights granted herein are not exclusive, and each Party hereby reserves unto itself and to the other present and future owners of any portion of the Property the right to utilize the Easements herein for such purposes as do not unreasonably endanger or interfere with such Easements granted herein. Each Party shall have the right to grant such other easements, rights or privileges to such persons and/or entities and for such purposes as a Party in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the Easements and other rights granted herein.

20. **General Conditions of Easements.** Each of the Easements granted hereunder is (i) non-exclusive, (ii) perpetual and irrevocable by the Party granting such Easements (except as expressly provided herein), and (iii) for the benefit of the other Party and its Permitted Users. The Party which is benefitted by the Easements granted hereunder shall use, and cause its Permitted Users to use, the Easements granted hereunder in a reasonable manner, and shall not obstruct or otherwise use any of the Easements or permit any of the Permitted Users to use any of the Easements, in a manner that would materially or substantially interfere with the use and operation of the granting Party’s Project.

21. **Priority of Easements.** The Easements and other rights granted by this Agreement shall be superior in priority to any mortgages, security deeds, deeds of trusts or liens, the foreclosure of which could terminate such Easements and other rights granted herein.

22. **Third Party Beneficiary.** Except as herein specifically provided, no rights, privileges or immunities of any Party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

23. **Entire Agreement.** This Agreement contains the sole and entire agreement of the Parties hereto with respect to matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written, by and among the Parties and not incorporated herein shall be of any force or effect.

24. **Notices.** All notices and communications required, necessary or desired to be given pursuant to this Agreement shall be in writing and shall be deemed given and received upon personal delivery (which shall include delivery by commercial, overnight courier) or three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid and addressed to the record owner of either Property, at the mailing address shown in the public real estate tax records for Hennepin County, Minnesota.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

25735957v3

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

**BROOKLYN PARK AH I, LLLP**, a Minnesota limited liability limited partnership

By: Brooklyn Park AH I, LLC, a Minnesota limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Patrick Ostrom  
Its: Vice President

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Patrick Ostrom, the Vice President of Brooklyn Park AH I, LLC, a Minnesota limited liability company, as the General Partner of Brooklyn Park AH I, LLLP, a Minnesota limited liability limited partnership, on behalf of said partnership.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**BROOKLYN PARK AH II, LLLP**, a Minnesota  
limited liability limited partnership

By: Brooklyn Park AH II, LLC, a Minnesota  
limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Patrick Ostrom  
Its: Vice President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
202\_\_, by Patrick Ostrom, the Vice President of Brooklyn Park AH II, LLC, a Minnesota limited  
liability company, as the General Partner of Brooklyn Park AH II, LLLP, a Minnesota limited  
liability limited partnership, on behalf of said partnership.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**EXHIBIT A**

Legal Description of Brooklyn Park 1 Property

[Lot 2, Block 1, Gateway 7<sup>th</sup> Addition, Hennepin County, Minnesota.]

**EXHIBIT B**

Legal Description of Brooklyn Park 2 Property

[Lot 1, Block 1, Gateway 7<sup>th</sup> Addition, Hennepin County, Minnesota.]

**EXHIBIT C**

Initial Site Plan

[ATTACHED]

**EXHIBIT D**

Depiction and Legal Description of the Access Easement Area

[ATTACHED



**EXHIBIT E**

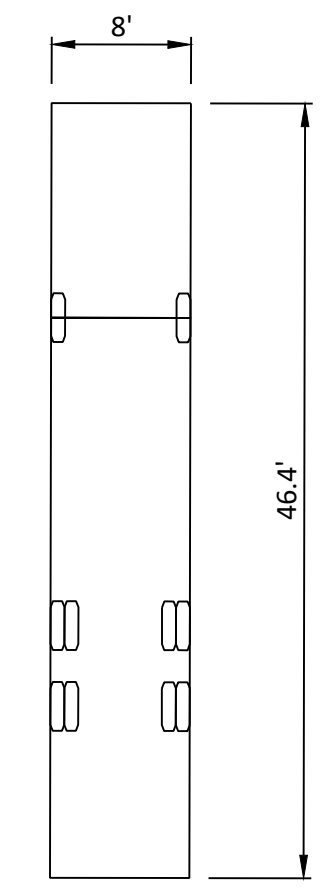
Depiction of the Shared Easement Area

[ATTACHED]

PLAT NO. 27-189

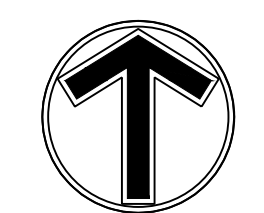
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PROPOSED	EXISTING			
		BOUNDARY LINE		STANDARD DUTY ASPHALT PAVING
		CONCRETE CURB		HEAVY DUTY ASPHALT PAVING
		EASEMENT LINE		CONCRETE PAVING
		BUILDING LINE		CONCRETE SIDEWALK
		RETAINING WALL		PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
		WETLAND		GRASS PAVERS (FIRE APPARTUS ACCESS ROAD)
		TREE LINE		
		SAW CUT LINE		
		SIGN		
		BOLLARD		
		REGULAR PARKING STALL COUNT		
		KEYNOTE		

FIRE ENGINE DRIVING IN DIMENSIONS:  
 8' x 46.4'  
 INSIDE RAD: 28'  
 OUTSIDE RAD: 45'

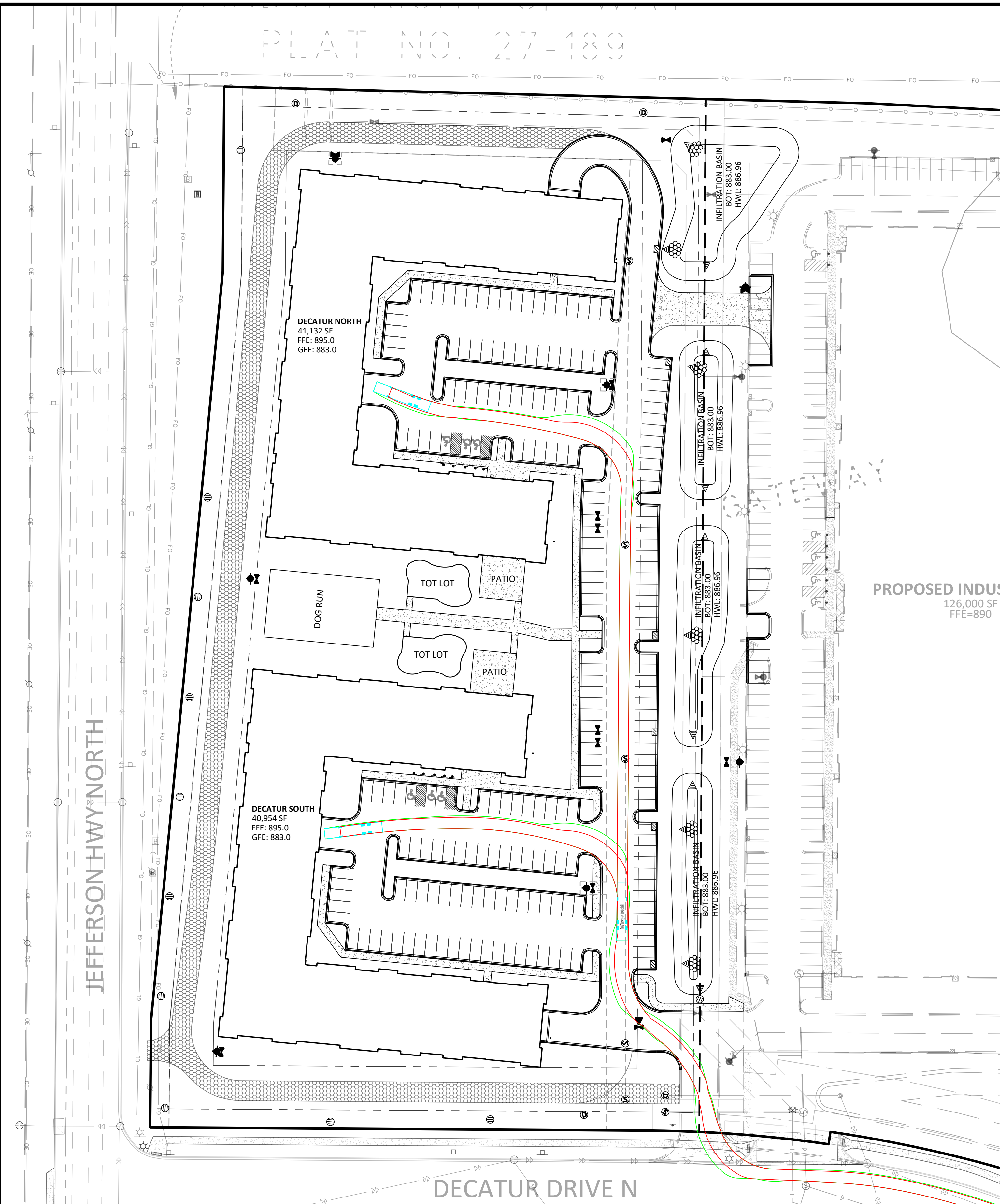


PROPOSED INDU!  
 126,000 SF  
 FFE=890

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



NORTH  
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 SCALE IN FEET



NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: **PRELIMINARY** BALZER  
 Date \_\_\_\_\_ License # 57133

PRELIMINARY 01/25/2023	DRAWN BY TK
DESIGN REVIEW	DESIGNED BY JB
PERMIT SUBMITTAL	CHECKED BY ST
CONSTRUCTION DOCUMENTS	PROJECT NO. 51412



FIRE LANE - DRIVE IN  
 REAL ESTATE EQUITIES  
 PRELIMINARY SITE DEVELOPMENT PLANS  
 DECATUR NORTH & DECATUR SOUTH APARTMENTS  
 BROOKLYN PARK, MN

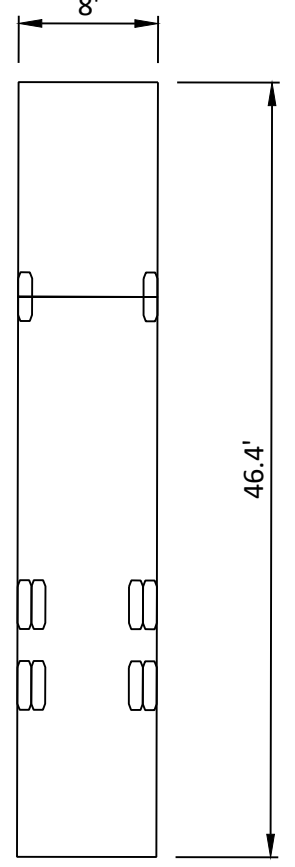
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PLAT NO. 27-189

PROPOSED	EXISTING	BOUNDARY LINE	STANDARD DUTY ASPHALT PAVING
		BOUNDARY LINE	
		CONCRETE CURB	
		EASEMENT LINE	
		BUILDING LINE	
		RETAINING WALL	
		WETLAND	
		TREE LINE	
		SAW CUT LINE	
		SIGN	
		BOLLARD	
		REGULAR PARKING STALL COUNT	
		KEYNOTE	

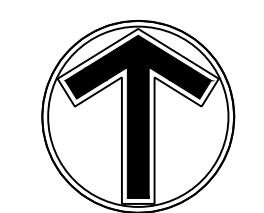
FIRE ENGINE BACKING OUT DIMENSIONS:  
 8' x 46.4'  
 INSIDE RAD: 28'  
 OUTSIDE RAD: 45'



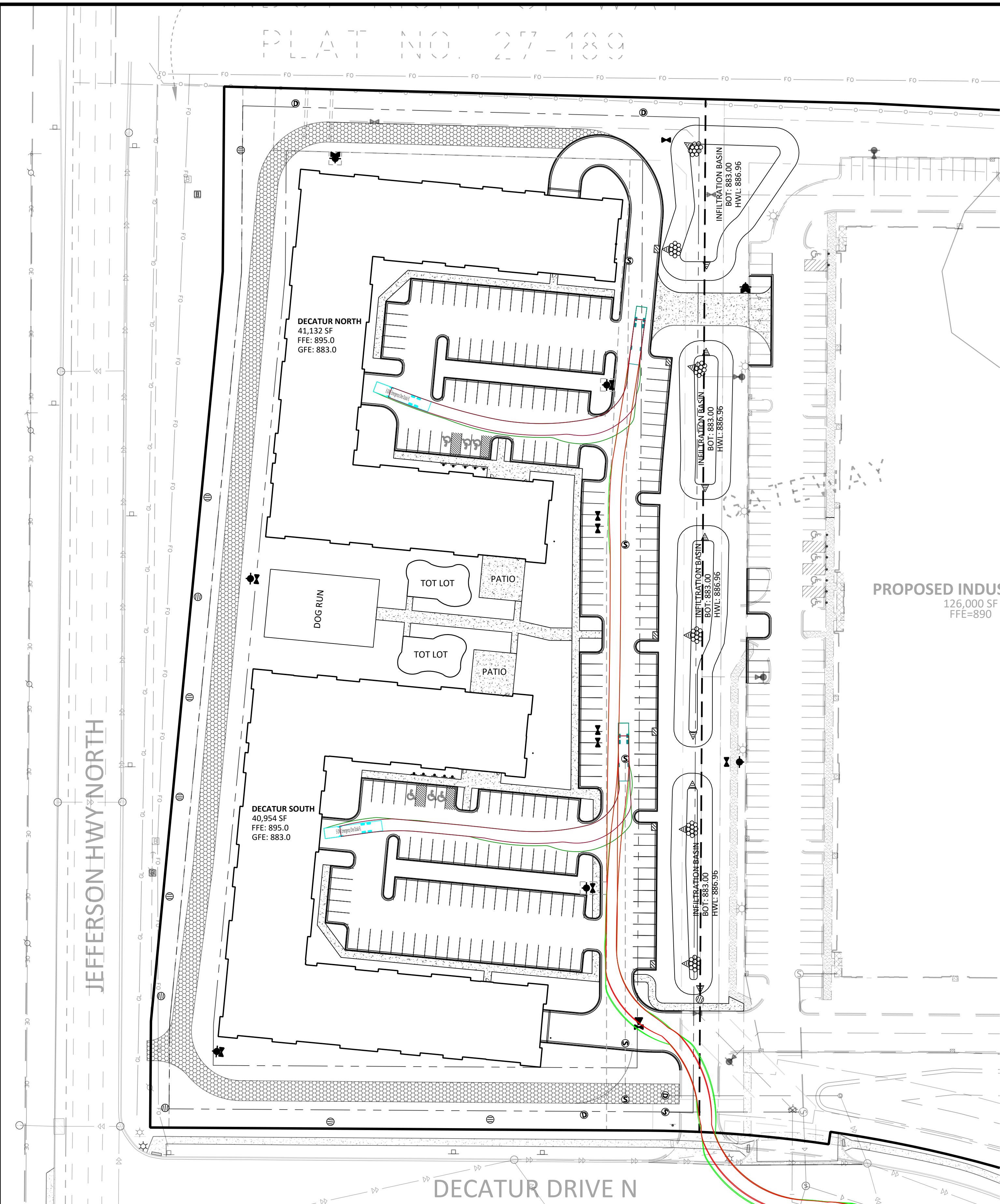
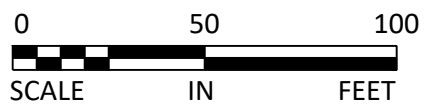
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NORTH



NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: **PRELIMINARY** BALZER  
 Date \_\_\_\_\_ License # 57133

PRELIMINARY  
 01/25/2023  
 DESIGN REVIEW  
 PERMIT SUBMITTAL  
 CONSTRUCTION DOCUMENTS

DRAWN BY TK  
 DESIGNED BY JB  
 CHECKED BY ST  
 PROJECT NO. 51412



FIRE LANE - BACK OUT  
 REAL ESTATE EQUITIES  
 PRELIMINARY SITE DEVELOPMENT PLANS  
 DECATUR NORTH & DECATUR SOUTH APARTMENTS  
 BROOKLYN PARK, MN

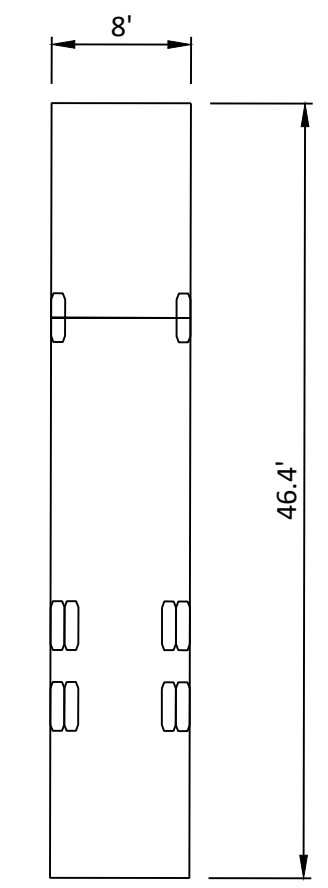
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PLAT NO. 27-189

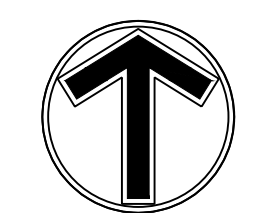
LEGEND				
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		WETLAND		GRASS PAVERS (FIRE APPARTUS ACCESS ROAD)
		SAW CUT LINE		
		SIGN		
		BOLLARD		
		REGULAR PARKING STALL COUNT		
		KEYNOTE		

FIRE ENGINE ALTERNATE ACCESS ROUTE  
DIMENSIONS:  
8' x 46.4'  
INSIDE RAD: 28'  
OUTSIDE RAD: 45'



PROPOSED INDU!  
126,000 SF  
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SCALE IN FEET

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NO	DATE	BY	CKD	APPR	COMMENT
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Print Name: **PRELIMINARY** BALZER  
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DRAWN BY TK  
DESIGNED BY JB  
CHECKED BY ST  
PROJECT NO. 51412



FIRE LANE - ALTERNATE ROUTE  
REAL ESTATE EQUITIES  
PRELIMINARY SITE DEVELOPMENT PLANS  
DECATUR NORTH & DECATUR SOUTH APARTMENTS  
BROOKLYN PARK, MN

SHEET  
OF  
REV. #

PLAT NO. 27-189

KEY NOTES

- A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
- B. B-612 CONCRETE CURB AND GUTTER
- C. B-618 6CONCRETE CURB AND GUTTER
- D. CONCRETE APRON
- E. FLAT CURB SECTION
- F. CONCRETE SIDEWALK (6' WIDE UNLESS OTHERWISE NOTED)
- G. SEGMENTAL BLOCK RETAINING WALL
- H. ACCESSIBLE RAMP
- I. ACCESSIBLE STALL STRIPING
- J. ACCESSIBLE PARKING SIGN
- K. TRANSFORMER
- L. KNOCK DOWN BOLLARDS
- M. SURMOUNTABLE CURB AND GUTTER

LEGEND

	PROPOSED		EXISTING		BOUNDARY LINE		STANDARD DUTY ASPHALT PAVING
					CONCRETE CURB		HEAVY DUTY ASPHALT PAVING
					EASEMENT LINE		CONCRETE PAVING
					BUILDING LINE		CONCRETE SIDEWALK
					RETAINING WALL		PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
					WETLAND		GRASS PAVERS (FIRE APPARTUS ACCESS ROAD)
					TREE LINE		
					SAW CUT LINE		
	△	SIGN					
	●	BOLLARD					
	##	REGULAR PARKING STALL COUNT					
	1	KEYNOTE					

DEVELOPMENT SUMMARY

AREA		BUILDING SETBACKS		
LOT 1 AREA	3.81 AC	FRONT YARD		50 FT
LOT 2 AREA	3.99 AC	REAR YARD		50 FT
GROSS SITE AREA	7.80 AC	EAST SIDE YARD		50 FT
IMPERVIOUS	4.15 AC	WEST SIDE YARD		50 FT
PERVIOUS	3.65 AC			
PARKING SUMMARY		PARKING SETBACKS		
EXTERIOR	217	FRONT YARD		15 FT
INTERIOR	446	REAR YARD		15 FT
TOTAL PARKING PROVIDED	663	EAST SIDE YARD		5 FT
TOTAL PARKING REQUIRED	630	WEST SIDE YARD		15 FT
APARTMENT BUILDINGS		ZONING		
DECATUR NORTH	175	EXISTING ZONING		B3/PD
DECATUR SOUTH	175	PROPOSED ZONING		TOWN CENTER DISTRICT
GROSS DENSITY	45 U/A			

DEVELOPMENT NOTES

1. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
2. ALL DIMENSIONS SHOWN ARE 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. LIGHT STANDARD LOCATIONS ARE FOR REFERENCE ONLY, SITE LIGHTING PLAN IS DESIGN BUILD BY CONTRACTOR. CONTRACTOR SHALL CONFIRM LIGHT STANDARD LOCATION WITH LIGHTING VENDOR. OR 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 HAVE BEEN DESIGNED WITH A MAXIMUM LONGITUDINAL SLOPE OF 4.5%, AND A MAXIMUM CROSS SLOPE OF 1.5%. THIS IS LESS THAN THE ADA CODE MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). THE MAXIMUM DESIGN SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE IS 1.5%, LESS THAN THE ADA CODE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE OF 2.00% (1:50). 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.

CIVIL 3D MODEL LIMITATIONS  
 SAMBATEK'S DELIVERABLE AND GOVERNING DOCUMENTS FOR CONSTRUCTION SHALL BE A HARD COPY AND/OR PDF PLAN SHEETS. IF A CIVIL 3D MODEL IS GENERATED IN THE PROCESS OF PREPARING THE PLAN SHEETS, IT IS AS A DESIGN TOOL ONLY AND NOT AS A SEPARATE DELIVERABLE. AT THE OWNER'S REQUEST, WE WILL RELEASE OUR CIVIL 3D MODEL FOR THE CONTRACTOR'S USE. HOWEVER, ITS USE IS AT THE CONTRACTOR'S RISK AND SHALL NOT BE USED FOR STAKING OF CURB, SIDEWALK, OR OTHER HARD SURFACE IMPROVEMENTS. IF A CIVIL 3D MODEL FOR STAKING HARD SURFACE IMPROVEMENTS IS REQUIRED, WE CAN PROVIDE A SUPPLEMENTAL AGREEMENT FOR REFINEMENT AND PREPARATION OF THE CIVIL 3D MODEL.

PROPOSED INDU!  
 126,000 SF  
 FFE=890

Pedestrian Connectivity routes

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).

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

NORTH  
 0 50 100  
 SCALE IN FEET

24.15 (LWS TECH) | JOSHUA BALZER, PE (MN) | 2/21/2023 2:23:42 PM | L:\PROJECTS\51412\CAD\SHEETS\51412-C3-SITE.DWG\C3.01 PRELIMINARY SITE PLAN

NO	DATE	BY	CKD	APPR	COMMENT
1	01/20/2023	TK	JB	EM	PRELIMINARY
2	02/21/2023	SF	JB	ST	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: **JOSHUA BALZER**  
 License # 57133

PRELIMINARY 01/25/2023 DESIGN REVIEW	DRAWN BY TK
PERMIT SUBMITTAL	DESIGNED BY JB
CONSTRUCTION DOCUMENTS	CHECKED BY ST
	PROJECT NO. 51412

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PRELIMINARY SITE PLAN  
 REAL ESTATE EQUITIES  
 PRELIMINARY SITE DEVELOPMENT PLANS  
 DECATUR NORTH & DECATUR SOUTH APARTMENTS  
 BROOKLYN PARK, MN

SHEET  
**C3.01**  
 OF  
 REV. #

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	6.3	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Land Use Actions	<b>Originating Department:</b>	Community Development
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Kim Berggren, Community Development Director Paul Mogush, Planning Director
<b>Ordinance:</b>	SECOND READING		
<b>Attachments:</b>	7	<b>Presented By:</b>	Paul Mogush
<b>Item:</b>	Interim Ordinance Establishing a Six-Month Moratorium on Development of Property Located North of 93 <sup>rd</sup> Avenue and West of Regent Avenue and Directing that a Planning Study be Conducted		

## City Manager's Proposed Action:

The City Attorney prepared an interim ordinance at the request of Mayor Winston and some Council Members for Council consideration.

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT ON SECOND READING INTERIM ORDINANCE #2023-\_\_\_\_\_ ESTABLISHING A SIX-MONTH MORATORIUM ON DEVELOPMENT OF PROPERTY LOCATED NORTH OF 93RD AVENUE AND WEST OF REGENT AVENUE AND DIRECTING THAT A PLANNING STUDY BE CONDUCTED.

## Overview:

At work sessions on February 27 and March 6, 2023, the Council discussed a need to achieve a more secure tax base on property in the northwest portion of the city and requested that the City Attorney prepare an interim ordinance establishing a development moratorium and directing that a planning study be conducted.

The City Council adopted the interim ordinance on first reading on March 13, 2023.

The interim ordinance:

- Declares that the City Council finds that it is necessary to conduct a study to consider the types of developments and land uses in the northwest portion of the city that would be appropriate in order to maximize the City's tax base
- Applies to area north of 93rd Ave and west of Regent Ave
- Prevents submittal of applications for new development in the affected area
- Allows changes of use in existing buildings and additions to existing buildings
- Exempts pending planning applications that were considered by the Planning Commission before the date that this ordinance is adopted
- Authorizes a planning study to be conducted
- Expires six months after its effective date

At the March 13 City Council meeting, the Mayor and Council Members provided feedback to staff that the interim ordinance should include language offering a waiver opportunity for development proposals that maximize their contribution to the City's tax base. The City Attorney added that language to the attached ordinance.

If approved, the ordinance timeline will be as follows:

- Early April: Interim ordinance is published
- Early May: Interim ordinance is effective (30 days after publishing)
- Early November: Interim ordinance expires

The City Council can choose to end the moratorium early by vote of the City Council if the study and related work is complete before the end of the ordinance period.

**Primary Issues/Alternatives to Consider:**

- Adopt the interim ordinance as drafted
- Adopt the interim ordinance with modifications
- Decline to adopt the interim ordinance

**Budgetary/Fiscal Issues:**

Since 2017, the City has averaged \$1.9 million per year in building permit revenue from new commercial buildings and apartments (excluding 2020, the first year of the pandemic). A six-month moratorium would delay a portion of expected building permit revenue to future years and may also reduce the overall amount if developers cancel planned projects.

Staff estimates delayed or lost revenue at \$780,000 to \$1,170,000. This estimate is based on the trend from the past five years, excluding 2020, and does not attempt to predict future project activity. The other assumptions and approach within this estimate includes:

- Assumes that June to December 2023 permit revenue will be impacted by the moratorium
- Average permit revenue for new construction permits from June to December for 2018, 2019, 2021, and 2022 was \$1.3M per year
- In recent years, an estimated 60 to 90 percent of new construction building permit revenue has been from greenfield sites (this assumption is anecdotal)

**Attachments:**

- 6.3A INTERIM ORDINANCE
- 6.3B DEVELOPABLE LAND
- 6.3C DEVELOPABLE LAND WITH NEW BUSINESS
- 6.3D DEVELOPMENT PROJECTS
- 6.3E HOUSING INFORMATION
- 6.3F EMAIL FROM RYAN COMPANIES
- 6.3G LETTER FROM REAL ESTATE EQUITIES

ORDINANCE #2023-

INTERIM ORDINANCE ESTABLISHING A SIX-MONTH MORATORIUM ON DEVELOPMENT OF PROPERTY  
LOCATED NORTH OF 93<sup>RD</sup> AVENUE AND WEST OF REGENT AVENUE AND DIRECTING THAT A  
PLANNING STUDY BE CONDUCTED

THE CITY OF BROOKLYN PARK ORDAINS:

**Section 1. Background.**

1.01 Minnesota Statutes, Section 462.351 states that one of the purposes of municipal planning is to allow a municipality to achieve a more secure tax base.

1.02 The City Council has been discussing various methods to achieve a more secure tax base on property in the northwest portion of the City.

1.03 It is important for the City to study and review its land use and zoning regulations applicable to the northwest portion of the City to ensure that future development maximizes the City's tax base in that area.

1.04 Minnesota Statutes, Section 462.355, Subd. 4 allows the City Council to adopt an interim ordinance for the purpose of protecting the planning process and to promote the health, safety, and welfare of City residents.

**Section 2. Findings**

2.01. The City Council finds that it is necessary to conduct a study to consider the types of developments and land uses in the northwest portion of the City that would be appropriate in order to maximize the City's tax base. The study may also identify appropriate changes, if any, that should be made to the City's official land use controls, including but not limited to the City's Zoning Ordinance and Comprehensive Plan to accomplish that goal.

2.02. While the study referenced in Section 2.01 of this ordinance is being conducted, the City Council finds that there is a need to adopt an interim ordinance imposing a moratorium on development of land in the City located north of 93<sup>rd</sup> Avenue and west of Regent Avenue ("Moratorium Area").

2.03. To ensure that development does not occur within the Moratorium Area that might be inconsistent with any potential future changes in the City's official controls resulting from the study referenced in Section 2.01, the City Council finds that the moratorium established by this ordinance should apply to all land use and zoning applications for property in the Moratorium Area, except for pending planning applications that were considered by the Planning Commission before the date that this ordinance is adopted. The City Council further finds that, except as otherwise provided in this ordinance, no new land use or zoning applications for property in the Moratorium Area shall be accepted for review by City staff after the date that this ordinance is adopted.

**Section 3. Planning and Zoning Study; Moratorium**

3.01. A study is authorized to be conducted under the direction of the City staff to study the matters referenced in Section 2.01 of this ordinance.

3.02. Pending completion of the study and adoption of any amendments to the City's official controls, a moratorium is established on the acceptance, processing, or issuance of any development applications or approvals, including but not limited to preliminary plats, re-zonings, variances, conditional use permits, PUDs, or site plans pertaining to any property located in the Moratorium Area. The moratorium does not apply to any pending applications that were considered by the Planning Commission before the date that this ordinance is adopted or to



any planning applications that seek only to allow a new use in an existing building or to make an addition to an existing building.

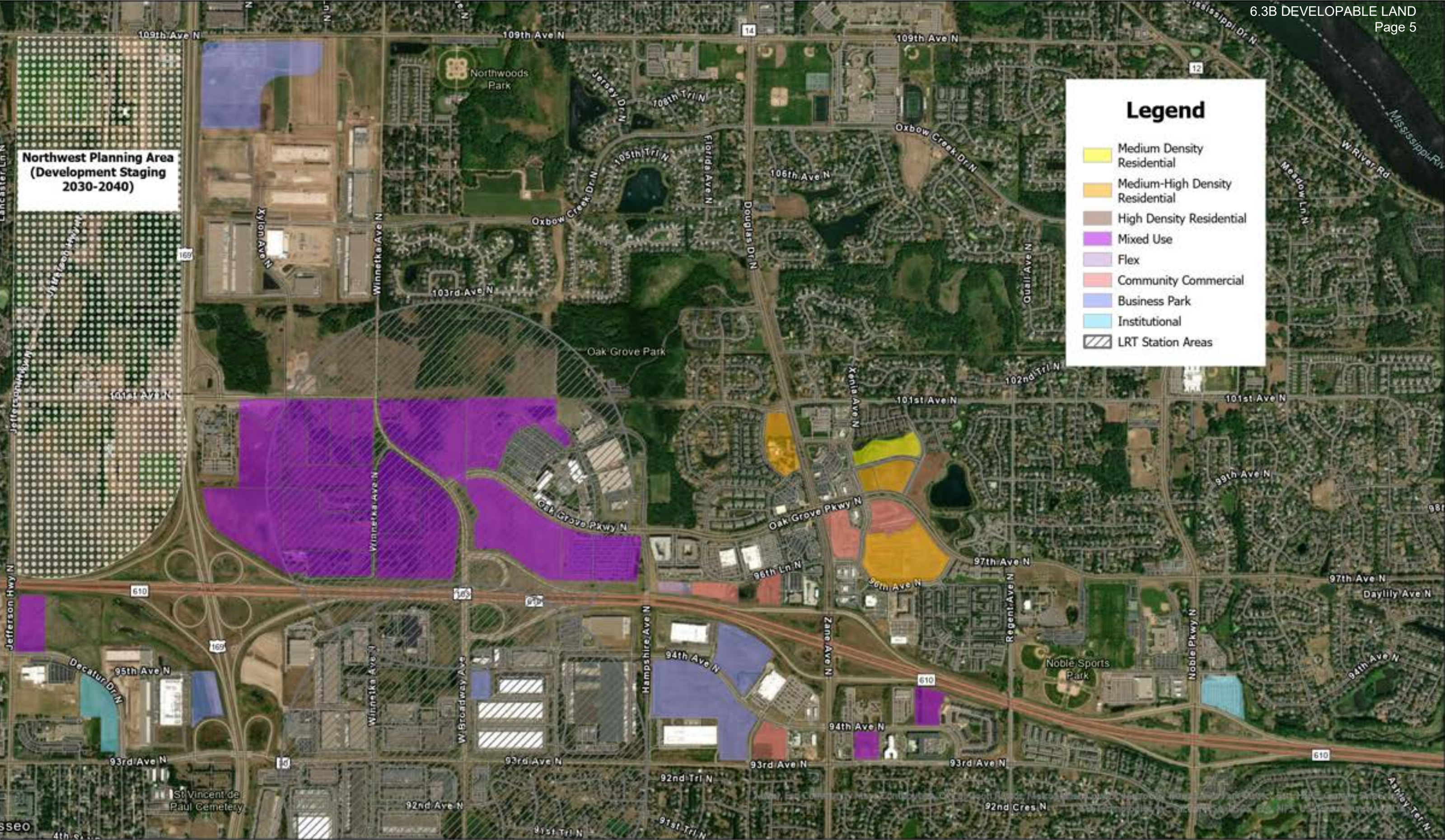
3.03. During the period of the moratorium, planning applications for any permits or approvals related to land in the Moratorium Area shall not be accepted, processed, or issued by the City nor shall the Planning Commission or City Council consider or grant approval of any such application, unless the application was considered by the Planning Commission before the date that this ordinance is adopted or the application seeks only to allow a new use in an existing building or to make an addition to an existing building.

3.04. The moratorium established by this ordinance does not apply to any development that has obtained preliminary plat approval by the City Council before the effective date of this ordinance.

**Section 4. Enforcement.** The City may enforce this ordinance by mandamus, injunction or other appropriate civil remedy in any court of competent jurisdiction.

**Section 5. Waiver.** The City Council may grant a waiver to the moratorium established by this Ordinance for a project or development that the City Council determines maximizes the City's tax base for the parcel of land on which the project or development is located.

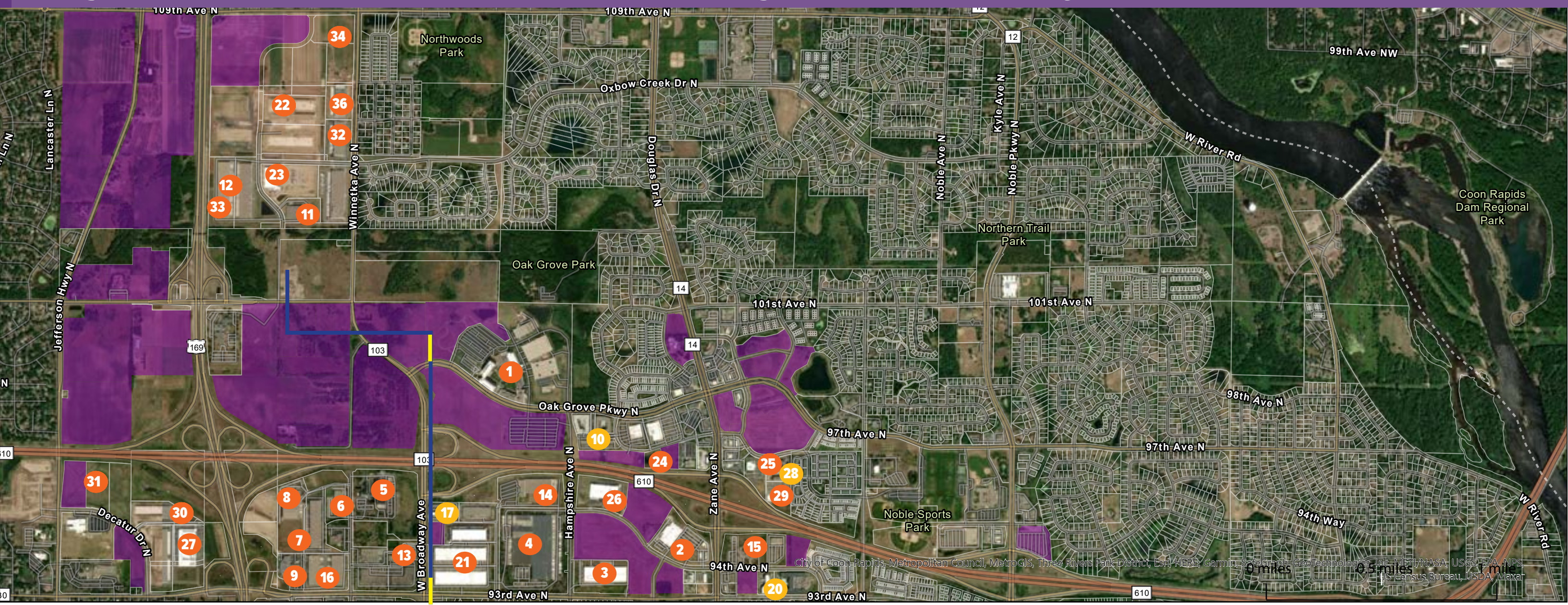
**Section 6. Term.** Unless it is repealed earlier by the City Council, this ordinance shall remain in effect for a period of six months after its effective date.







**Future Land Use of Undeveloped Land  
February 2023**

# Hwy 610 corridor developments: Brooklyn Park | 8,500+ jobs and 100+ businesses

8.3C DEVELOPABLE LAND WITH NEW BUSINESS Page 6



- |  |   |  |   |  |
|--|---|--|---|--|
|  1. Target North Campus (4,000 jobs) |  9. Design Ready Controls (350 jobs) |  17. Hampton Inn & Home2 Suites |  25. Twin Cities Orthopedics |  33. Sleep Number       |
|  2. Hy-Vee (500 jobs)                |  10. 610 West Apartments             |  18. Allina Medical Clinic      |  26. Kurita                  |  34. CenterPoint Energy |
|  3. Star (90 jobs)                   |  11. Nott Companies (60 jobs)        |  19. Amazon                     |  27. JunoPacific             |  |
|  4. LDI                              |  12. Biomerics (100 jobs)            |  20. Urbana Place/Court         |  28. Kipling Apartments      |  |
|  5. Takeda (290 jobs)                |  13. Steris                          |  21. CSM Multi-tenant           |  29. Rasmussen University    |  |
|  6. Tesla (90 jobs)                  |  14. Olympus (385 jobs)              |  22. Frito-Lay                  |  30. Cretex Medical          |  |
|  7. Nilfisk (700 jobs)               |  15. Praire Care (200 jobs)          |  23. Databank                   |  31. Minneapolis Glass       |  |
|  8. Wurth Adams (110 jobs)           |  16. Berlin Packaging                |  24. Allina Surgical Center     |  32. Walgreens               |  |

-  Developable land
-  Hotel or residential building
-  Business
-  Blue Line Light Rail Extention

Current projects in process on EDA-owned land

Map #	Project/ Developer	Description	Site	Unit mix	Proposed rents	Additional funding partners	Estimated Market Value	Length of EDA Partnership	Current stage
9	Christina's Day Care	Small commercial development in Village Creek neighborhood	7516 Brooklyn Blvd – EDA-owned site	13,000 sq ft commercial 180 day care slots	-	<ul style="list-style-type: none"> <li>Privately financed</li> </ul>	\$4M project cost	4 years	City Council issued Land Use Approvals. EDA approved and signed development agreement. Project awaiting private financing.
4	Tessman Ridge by Duffy Development - Phase I	Phase I - Apartment (Phase II Apartment and commercial)	6500 85 <sup>th</sup> Avenue North – NHCC-owned site	8 studio/ efficiencies 12 1-bedroom 32 2-bedroom 14 3-bedroom 5 4-bedroom  71 total units	See Table 1 below	<ul style="list-style-type: none"> <li>MN Housing Low-Income Housing Tax Credits (LIHTC - Federal)</li> <li>\$1,185,000 Metropolitan Council</li> <li>\$1,625,000 Hennepin County</li> </ul>	\$22M project cost (Phase I)	3 years	City Council issued Land Use Approvals. Development agreement being considered by the EDA in March 2023. TIF district consideration to City Council in March 2023.
7	Village Creek Apartments by George North Group	Apartments with ground level commercial including a community kitchen	7621 Brooklyn Blvd – EDA-owned site	\$10,000 sq ft commercial 39 1-bedroom 27 2-bedroom 17 3-bedroom  83 total units	See Table 2 below	<ul style="list-style-type: none"> <li>\$832,000 Metropolitan Council</li> <li>\$350,000 Hennepin County</li> </ul>	\$25M project cost	5 years	City Council issued Land Use Approvals. EDA approved development agreement.
3	Former Park & Ride site	Vacant parking lot; Request for Qualifications issued with 7 proposals received	4201 95 <sup>th</sup> Avenue N – EDA-owned site	-	-	-	TBD	4 months	MVP, Design by Melo, and Good Neighbor Homes recommended for partner selection; action indefinitely tabled by the EDA.
10	Regent Ave (previously New Africa CDC)		7479-7495 Brooklyn Blvd – EDA-owned site	-	-	<ul style="list-style-type: none"> <li>\$50,000 Metropolitan Council</li> </ul>	-	NA	EDA moved forward housing and industrial site plan. Primary development partner withdrew interest; JO Companies was a partner and is still interested in site.
6	Zane Commons	Apartments; Commercial on the corner	7701 Brooklyn Blvd and surrounding EDA-owned properties	20,000 sq ft commercial 20 1-bedroom 40 2-bedroom 62 3-bedroom  122 total units	Primarily market rate; 10% of units held at 50% AMI	<ul style="list-style-type: none"> <li>\$75,000 Metropolitan Council</li> </ul>	\$34M project cost	1.5 years	EDA approved LCDA grant; EDA negotiating purchase agreement.

Other EDA-owned properties ready for development and considered for past proposals:

- 4000 85<sup>th</sup> Avenue N (Map #5)
- Welcome 2 (Map #8)

Other EDA-owned properties for future development

- Former MNDOT Parcels (Map #1)
- Housing sites (Map #2)
- SF Lot (Map #11)
- Interchange lots (Map #12)

Current EDA-involved projects on privately-owned sites

Project/ Developer	Description	Site	Unit mix	Proposed rents	Additional funding partners	Estimated Market Value	Length of EDA Partnership	Current stage
Real Estate Equities (two phases)	Apartments	9500 Decatur Drive – Privately owned site under contract by REE	82 1-bedroom 182 2-bedroom 92 3-bedroom  356 total units	15% at 70% AMI; 80% at 60% AMI; 5% at 30% AMI	<ul style="list-style-type: none"> <li>MN Housing Low-Income Housing Tax Credits (LIHTC - Federal)</li> <li>\$2,000,000 Hennepin County (pending)</li> </ul>	\$105M project cost	1.5 years	City Council Land Use Approvals in process. EDA approved multiple term sheets. City Council approved multiple tax-exempt bond applications.
Paul Cross	Housing TBD	5672-5692 Brookdale Drive N – Owned by Paul Cross	-	-	\$75,000 Metropolitan Council	-	1.5 years	EDA approved LCDA grant; Visioning, community engagement, and predevelopment work beginning.
Woda Cooper	Small apartment and for rent townhomes	5800 69 <sup>th</sup> Avenue N – Privately owned site under contract by Woda Cooper	33 multifamily units and 11 townhomes	Proposed Tax Credit project – at or below 60% AMI	Proposing to apply for tax credits in July 2023	-	None	Developer initiated. Discussions with staff since Jan 2022.

**Table 1. Tessman Ridge by Duffy Development unit mix and rents**

Unit type	Number of units	Monthly rent
0-bedroom / efficiency	8	\$ 575
1-bedroom	3	\$ 610
	5	\$ 800
	4	\$ 1,362
2-bedroom	3	\$ 800
	10	\$ 1,200
	14	\$ 1,260
	4	\$ 1,500
	1	\$ 1,672
3-bedroom	3	\$ 1,380
	7	\$ 1,450
	4	\$ 1,850
4-bedroom	2	\$ 1,535
	3	\$ 1,625

**Table 2. Village Creek Apartments by George North**

Unit type	Number of units	Monthly rent
1-bedroom— 30% Area Median Income (AMI)	4	\$660
1-bedroom—50% AMI	4	\$1,100
1-bedroom—Market rate	31	Market rate
2-bedroom—30% AMI	4	\$792
2-bedroom—50% AMI	3	\$1,320
2-bedroom—Market rate	20	Market rate
3-bedroom—30% AMI	2	\$915
3-bedroom—50% AMI	2	\$1,525
3-bedroom—Market rate	13	Market rate

Current Land Use Applications under review by the City

Project/ Developer	Description	Site	Unit mix	Proposed rents	Additional funding partners	Estimated Market Value	Current stage
Real Estate Equities (two phases)	Affordable apartments	9500 Decatur Drive – Privately owned site under contract by REE	82 1-bedroom 182 2-bedroom 92 3-bedroom  356 total units	15% at 70% AMI; 80% at 60% AMI; 5% at 30% AMI	<ul style="list-style-type: none"> <li>MN Housing Low-Income Housing Tax Credits (LIHTC - Federal)</li> <li>\$2,000,000 Hennepin County (pending)</li> </ul>	\$105M project cost	City Council Land Use Approvals in process. EDA approved term sheets. City Council approved multiple tax-exempt bond applications.
610 Zane Speculative Light Industrial Buildings	2 speculative multitenant office/warehouse buildings (151,750 and 172,680 square feet)	North of Star Exhibits	-	-	<ul style="list-style-type: none"> <li>Privately funded</li> </ul>	\$38M estimated market value	Approved by Planning Commission February 8, 2023

Apartment Name	Year built	Location in city	Buliding classification	Total # of units	2022 rents (one bed)
Imperial Gates	1965	Central/Zane	Market rate (NOAH)	66	\$ 1,064
Autumn Ridge	1965	South	Affordable	366	\$ 995
West Broadway Apts	1965	South	Market rate (NOAH)	59	\$ 1,030
Willows apts I	1966	South/Zane	Market rate (NOAH)	312	\$ 958
Fountains at the Park	1967	Central/Zane	Market rate (NOAH)	96	\$ 1,165
Point of America	1967	Central/Zane	Market rate (NOAH)	270	\$ 953
Grove Apts	1967	South	Market rate (NOAH)	120	\$ 1,100
Eden Park Apts	1967	South/Zane	Market rate (NOAH)	324	\$ 1,073
Garden Gate Apts	1967	South/Zane	Market rate (NOAH)	96	\$ 1,069
Granite Ridge	1968	Central/Zane	Market rate (NOAH)	92	\$ 1,059
Kensington Place	1968	Central/Zane	Market rate (NOAH)	171	\$ 900
Moonraker	1968	Central/Zane	Market rate (NOAH)	205	\$ 1,025
Highland Gables	1968	South	Market rate (NOAH)	35	\$ 1,063
Creekside Gables	1969	Central/Zane	Affordable (Senior)	90	\$ 1,055
Huntington Place	1969	Central/Zane	Affordable	834	\$ 900
Ridgebrook	1969	Central/Zane	Market rate (NOAH)	144	\$ 1,135
The Regent	1969	Central/Zane	Market rate (NOAH)	186	\$ 989
Villa Del Coronado	1969	Central/Zane	Market rate (NOAH)	192	\$ 1,063
Windsor Gates	1969	Central/Zane	Market rate (NOAH)	199	\$ 985
Riverview	1969	East	Market rate (NOAH)	254	\$ 1,105
Brooklyn West	1969	South	Market rate (NOAH)	35	\$ 863
Blue Ridge	1969	South/Zane	Market rate (NOAH)	16	\$ 980
Park Haven Apts	1971	Central/Zane	Affordable	177	\$ 845
Pebble Creek Apts	1972	Central/Zane	Market rate (NOAH)	190	\$ 1,005
Waterford Manor (senior - apartments)*	1972	South	Market rate (Senior)	94	
Brook Gardens	1978	Central/Zane	Affordable	60	\$ 900
Brooks Landing	1978	Central/Zane	Affordable (Senior)	110	\$ 900
Willows apts II	1979	South/Zane	Market rate (NOAH)	412	\$ 958
Fairways Apts	1992	North	Market rate	198	\$ 1,600
Evergreen	1997	South	Affordable (Senior disabled)	23	\$ 1,035
Waterford Estates*	2000	South	Market rate (NOAH)	144	
St. Therese at Oxbow Lake- Seniors*	2005	North	Market rate (NOAH)	142	
Tradition (senior living)*	2005	North	Market rate (NOAH)	155	
610 West	2016	North	Market rate	480	\$ 1,773
Urbana Court	2020	North	Market rate	207	\$ 1,758
Urbana Place (senior)	2020	North	Market rate (senior)	103	\$ 1,799
Kipling	2022	North	Market rate	146	\$ 1,575

\*Rent per month not listed for senior apartments because rent is determined based on service needs



**Total apartment units 6803**

Location	Units	Percent
Central/Zane	3082	45%
South/Zane	1160	17%
North	1431	21%
South	876	13%
East	254	4%

Location	Affordable	Market rate (NOAH)	Market Rate
Central/Zane	5	11	
South/Zane		5	
North		2	5
South	2	6	
East		1	
<i>Totals</i>	7	25	5

37

Year Built	Units	Percent
Pre-1965	0	0%
1965 to 1975	4623	68%
1976 to 1985	582	9%
1986 to 1995	221	3%
1996 to 2005	286	4%
2005 to present	1091	16%

average apt built per year

117

Bedroom size	30%		50%		60%		80%	
	Income	Rent	Income	Rent	Income	Rent	Income	Rent
0*	\$21,700	\$616	\$36,200	\$1,027	\$43,450	\$1,233	\$54,950	\$1,644
1	\$24,660	\$660	\$41,100	\$1,100	\$49,320	\$1,320	\$65,760	\$1,761
2	\$28,170	\$792	\$46,950	\$1,320	\$56,340	\$1,584	\$75,120	\$2,112
3	\$31,680	\$915	\$52,800	\$1,525	\$63,360	\$1,830	\$84,480	\$2,440
4	\$35,190	\$1,020	\$58,650	\$1,701	\$70,380	\$2,041	\$93,840	\$2,722
5	\$38,010	\$1,126	\$63,350	\$1,877	\$76,020	\$2,253	\$101,360	\$3,004
6	\$40,830	\$1,231	\$68,050	\$2,052	\$81,660	\$2,463	\$108,880	\$3,284

\*2021 income limits - all other limits are 2022

Federal housing assistance is capped at a maximum of 80% AMI

#### HUD's Area Median Income for a family of four for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area

AMI	2020	2021	2022
Area Median Income	\$ 103,400	\$ 104,900	\$ 118,200
80% of Area Median Income*	\$ 78,500	\$ 79,900	\$ 89,400
60% of Area Median Income	\$ 62,040	\$ 62,940	\$ 70,380
50% of Area Median Income	\$ 51,700	\$ 52,450	\$ 58,650
30% of Area Median Income	\$ 31,000	\$ 31,450	\$ 35,200

\*The 80% of Area Median Income limit is capped at the U.S. national median family income, so this figure is less than 80% of the Minneapolis-Saint Paul-Bloomington MSA's median family income. The large increase from 2021 to 2022 is the result of a substantial regional and national increase in median family income, national median income is at \$90,000 for 2022, a 12.5% increase from 2021

**From:** [Paul Mogush](#)  
**To:** [Kimberly Berggren](#)  
**Subject:** FW: 610 Zane Postponement  
**Date:** Monday, March 6, 2023 2:02:37 PM  
**Attachments:** [image006.jpg](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)

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**Paul Mogush** *(he/him/his)*

Planning Director  
763-493-8051

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**From:** Dan Mueller <Dan.Mueller@RyanCompanies.com>  
**Sent:** Monday, February 27, 2023 1:30 PM  
**To:** Paul Mogush <Paul.Mogush@brooklynpark.org>; Eddy Wolf <Eddy.Wolf@RyanCompanies.com>  
**Cc:** Amber Turnquest <Amber.Turnquest@brooklynpark.org>  
**Subject:** RE: 610 Zane Postponement

Paul,

Thank you for the email. As Eddy shared on Friday, this is a significant concern for the Ryan team and the status of the project.

I realize there is more context than the below email conveys and it sounds like this action was taken out of an abundance of caution.

However, this cautious approach is despite years of groundwork and planning in order to position our development for success.

As you know, our 610Zane business park has been in the planning stages since 2015 with specific focus on the 2 building speculative project over the last 12 months.

I feel the Ryan team's communication and transparent approach with the City of Brooklyn Park staff been exemplary and the feedback we have received from staff has been very positive.

In turn, the Ryan team has been thrilled with the responsiveness and collaboration from the City staff. I personally have been pleased by the relationship our respective teams have built during this time.

Given our track record of success in Brooklyn Park, the relatively simple approvals we are seeking, and the unanimous positive recommendation from Planning Commission, we have ramped up momentum for construction start in a little over 30 days.

I understand this planning and momentum is at Ryan's risk and the City staff is unable to speak for City council, however, I wanted to share some context as well as my surprise and concern in response to this action.

Please give me a call at your earliest convenience to discuss how we may position ourselves for success with City Council.

Thank you,

**Dan Mueller**  
Vice President, Real Estate Development

(p) 612-492-4867  
(c) 612-206-1400

Ryan Companies US, Inc.  
533 South Third Street, Suite 100  
Minneapolis, MN 55415



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**From:** Paul Mogush <[Paul.Mogush@brooklynpark.org](mailto:Paul.Mogush@brooklynpark.org)>  
**Sent:** Friday, February 24, 2023 1:21 PM  
**To:** Eddy Wolf <[Eddy.Wolf@RyanCompanies.com](mailto:Eddy.Wolf@RyanCompanies.com)>  
**Cc:** Amber Turnquest <[Amber.Turnquest@brooklynpark.org](mailto:Amber.Turnquest@brooklynpark.org)>; Dan Mueller <[Dan.Mueller@RyanCompanies.com](mailto:Dan.Mueller@RyanCompanies.com)>  
**Subject:** 610 Zane Postponement

**EXTERNAL EMAIL:** If unknown sender, **DO NOT** click links/attachments. **NEVER** give out your user ID or password.

Eddy, as we discussed on the phone this morning, the 610 Zane item has been pulled from Monday's City Council agenda and will be considered at a future meeting. We are anticipating that the council will consider the item at its regular meeting on March 13. Councilmembers have indicated that they would like to have a discussion about citywide development priorities and would like to postpone this item until after that conversation has happened. We will reach out as soon as we are able to confirm the March 13 date.

**Paul Mogush** *(he/him/his)*

Planning Director  
763-493-8051



5200 85th Avenue N, Brooklyn Park, MN 55443



REAL ESTATE EQUITIES

March 2, 2023

Breanne Rothstein  
City of Brooklyn Park  
Economic Development and Housing Director  
5200 85<sup>th</sup> Avenue N  
Brooklyn Park, MN 55443

***RE: City of Brooklyn Park Development “Moratorium”***

Ms. Rothstein,

Thank you for discussing with REE the potential actions the EDA is considering regarding a “moratorium” or pause on EDA funded projects and other development throughout the city of Brooklyn Park.

We appreciate the discussions we have had with City staff dating back to October 2021 regarding our vision of bringing high quality affordable housing to the City of Brooklyn Park to help address a serious housing shortage. Similarly, we have appreciated the opportunity to go before the prior EDA/Council on four different occasions and the discussions that followed.

We are concerned that after 16 months of work by our company, staff, and the prior Council/EDA that our development is potentially going to lose support of the City’s elected officials. We believe the EDA should exempt our proposed development from this moratorium, and continue to support our development, for the following reasons:

**1) Consistency with 2040 Comprehensive Plan**

- a. While we are asking for certain land use approvals (rezone, CUP, preliminary/final plat), these requests are consistent with the 2040 land use guidance of Mixed-use, which allows for up to 50 units per acre. Our development is approximately 45 units per acre, consistent with the land use guidance.

We are not requesting to change the previously established vision of the City, but rather are intending to carry it out.

**2) Maximization of developable land**

- a. Density (Units/Acre)
  - i. At 45 units per acre, the proposed development is at the high end of what the comprehensive plan allows, effectively maximizing density.
- b. Unit Mix
  - i. In addition to the high density of housing units, our development is approximately 77% comprised of 2 and 3 bedroom units, which differs from typical housing stock in Brooklyn Park that contains a large amount of 1-bedroom units. This unit mix better serves families living in the city.

### 3) Consistency with prior Council actions and discussions.

- a. General discussions regarding the property's land use
  - i. In the original 2040 comprehensive plan, both this property and the two neighboring eastern parcels were all guided Mixed-Use.

In 2021, a request was made to change the entire area from Mixed-Use to Business Park to allow for a large industrial development. This request was denied due to the incompatibility with the comprehensive plan to provide mixed-use development on the site.

On July 25, 2022, a compromise was presented to the Council for a comprehensive plan amendment to Business Park for only the two easternmost parcels, to allow the industrial development to move forward while maintaining the ability for housing to be developed on the remnant parcel (i.e the REE parcel). The resolution for the land use change failed due to concerns that the remaining parcel would not be developed as housing, and therefore would not conform to the City's vision established in the 2040 plan.

On August 22, 2022, the business park development was revisited by the Council. At this meeting REE was present to discuss its proposed development on the westernmost parcel, to help give Council members who denied the previous motion comfort that the remaining parcel had a pending housing development. At this meeting, the motion for a comprehensive plan amendment passed.

We feel that us moving forward with our development would realize the vision of a) the original 2040 comprehensive plan and b) the prior Council's desire to see this site developed as housing, as evidenced through Council discussions throughout 2021 and 2022.

- b. Prior approvals and actions taken on REE's Proposal
  - i. On November 21, 2022, the EDA approved preliminary term sheets for providing financing for the project (both Tax Increment Financing and a loan from the City's Affordable Housing Set-aside fund).
  - ii. On December 12, 2022, the City Council approved a preliminary resolution for the issuance of conduit bonds for the development.
- c. Council preference for deeper affordability
  - i. Our current rent/income range has been strongly influenced by input from the previous Council/EDA, in particular that they wanted to see 30% AMI units. It is concerning that after working with the city on specifics of our development, that a change of course is being considered.

### 4) Need for Affordable Housing

- a. MetCouncil demand estimate
  - i. According to the 2021-2030 MetCouncil Allocation of Affordable Housing Need, Brooklyn Park needs 710 units of affordable housing. Our development provides 350 affordable units ranging from 30%-70% AMI, with an average at the 60% AMI level:
    1. 1-Bedroom estimated rental range: \$570-\$1,464
    2. 2-Bedroom estimated rental range: \$682-\$1,754
    3. 3-Bedroom estimated rental range: \$787-\$2,025

- b. Comparison to recently completed market rate developments in the surrounding area:
- i. The proposed rental range of the property serves a wide range of incomes, all at rental rates significantly below new market rate housing. Below are rental ranges from newly constructed properties, and their variance to our highest AMI level:
    1. Kipling Apartments
      - a. 1-Bed: \$1,716 (**\$252 above estimated 70% rent**)
      - b. 2-Bed: \$1,992 (**\$238 above estimated 70 % rent**)
      - c. 3-Bed: NA
    2. Urbana Court Apartments:
      - a. 1-Bed: \$1,623 (**\$159 above estimated 70% rent**)
      - b. 2-Bed: \$2,105 (**\$251 above estimated 70% rent**)
      - c. 3-Bed: NA
    3. Caliper Apartments:
      - a. 1-Bed: \$1,673 (**\$209 above estimated 70% rent**)
      - b. 2-Bed: \$1,956 (**\$202 above estimated 70 % rent**)
      - c. 3-Bed: NA
    4. 5 Central Apartments:
      - a. 1-Bed: \$1,611 (**\$147 above estimated 70% rent**)
      - b. 2-Bed: \$2,051 (**\$297 above estimated 70 % rent**)
      - c. 3-Bed: \$2,668 (**\$643 above estimated 70% rent**)

#### 5) County Partnership

- a. On February 9, 2023, REE submitted an application to the Hennepin County affordable housing RFP, in which REE requested \$2M for this development. The County looks at a number of factors when evaluating what developments to partner on and what amount of assistance to provide, but a key factor is the likelihood of a development moving forward (i.e, the County does not want to set-aside funds for a project that doesn't ultimately come to fruition).

We explained in our application to the County that we had submitted a planning application and expected to be before the Council on March 27 for entitlements. We fully expect the County to follow-up with us at that time regarding where we are at in the entitlement process. We fear that if we do not have positive news to share, the County is unlikely to move forward with assisting with our project. Given current market conditions, County funds are needed in order for this development to be feasible.

In closing, we want to reiterate our commitment to bringing a high quality development to the City of Brooklyn Park, in accordance with the vision of the comprehensive plan. We've appreciated the discussions with City staff over the last year and a half, and look forward to a continued partnership with the City of Brooklyn Park.

Regards,

Patrick Ostrom  
Managing Development Partner  
Real Estate Equities

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	7.1	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Consent	<b>Originating Department:</b>	Recreation and Parks
<b>Resolution:</b>	X	<b>Prepared By:</b>	Brad Tullberg, Director of Recreation and Parks
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	1	<b>Presented By:</b>	Brad Tullberg
<b>Item:</b>	Authorize Up To \$3,517,865 In Project Expenditures for The Construction of The West Unit of Mississippi Gateway Regional Park		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO WAIVE THE READING AND ADOPT RESOLUTION #2023-\_\_\_\_\_ TO AUTHORIZE UP TO \$3,517,865 IN PROJECT EXPENDITURES FOR THE CONSTRUCTION OF THE WEST UNIT OF MISSISSIPPI GATEWAY REGIONAL PARK.

## Overview:

Since 2015, the city has been working with the Three Rivers Park District (TRPD) on community engagement for the joint master planning of Mississippi Gateway Regional Park and Environmental Nature Area. The City owns the Environmental Nature Area along the west side of West River Road, while TRPD owns the parkland on the east side. In December 2020, the City Council authorized staff to enter into a cooperative agreement for both portions of the park to be designed, constructed, and operate as one cohesive park. Under the cooperative agreement, one of the prerequisites to beginning construction is the approval of the project budget by the Brooklyn Park City Council. At that time, the estimated budget was \$4.5M for the design development and construction for the west unit of the park. TRPD is responsible for entire cost of the east unit of the park in addition to the Maintenance Building and Rush Creek Regional Trail located on the western portion.

On February 16, 2023, the Mississippi Gateway Regional Park project was advertised to potential bidders. Bids were opened on March 16, 2023. H+U, as construction manager for the project, has estimated that TRPD owns 84.57% of the cost and the City of Brooklyn Park owns the remaining 15.43%. Based on this estimated breakdown of associated costs, the City of Brooklyn Park portion of construction is \$3,517,865 and TRPD portion is \$19,599,180. The City of Brooklyn Park portion includes a 5% contingency for unexpected costs associated with the project. The construction of the west unit of the park is expected to begin in 2023 and continue through 2024 with possible restoration in 2025.

In addition, the Mississippi Gateway Regional Park project is being considered for \$3M in state funding during the 2023 State of Minnesota Legislative session. This money would be allocated on a similar percentage to fund project alternates that cannot be funded at this time.

## Budgetary/Fiscal Issues:

- The funding for this project is identified in the 2023-27 CIP #2027 from the Open Space, Land Acquisition and Development (OSLAD) Fund with \$2,800,000 in 2023 and \$1,020,000 in 2024.
- The City of Brooklyn Park has spent \$880,000 of the estimated \$4.5M total project cost on the planning and design for Mississippi Gateway Regional Park
- Payments will be made at various milestones to Three Rivers Park District as the project lead and holder of the construction contracts.



**Attachments:**

7.1A RESOLUTION

RESOLUTION #2023-

RESOLUTION TO AUTHORIZE UP TO \$3,517,865 IN PROJECT EXPENDITURES FOR THE  
CONSTRUCTION OF THE WEST UNIT OF MISSISSIPPI GATEWAY REGIONAL PARK

WHEREAS, the City of Brooklyn Park owns the Environmental Nature Area along the west side of West River Road, while Three Rivers Park District owns the parkland on the east side of West River Road; and

WHEREAS, City staff have been working with the Three Rivers Park District (TRPD) on community engagement for the joint master planning of Mississippi Gateway Regional Park and Environmental Nature Area since 2015; and

WHEREAS, the City Council authorized staff to enter into a cooperative agreement for both portions of the park to be designed, constructed, and operate as one cohesive park in December 2020, with an estimated budget of \$4.5M for the design development and construction for the west unit of the park; and

WHEREAS, Three Rivers Park District is responsible for entire cost of the east unit of the park in addition to the Maintenance Building and Rush Creek Regional Trail located on the western portion; and

WHEREAS, on February 16, 2023, the Mississippi Gateway Regional Park project was advertised to potential bidders and bids were opened on March 16, 2023; and

WHEREAS, H+U, as construction manager for the project, has estimated that Three Rivers Park District owns 84.57% of the cost and the City of Brooklyn Park owns the remaining 15.43%; and

WHEREAS, based on the estimated breakdown of construction costs the City of Brooklyn Park portion is \$3,517,865 and includes a 5% contingency for unexpected costs associated with the project; and

WHEREAS, the construction of the west unit of the park is expected to begin in 2023 and continue through 2024 with possible restoration in 2025

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to authorize up to \$3,517,865 in project expenditures for the construction of the west unit of Mississippi Gateway Regional Park.

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	8.1	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Discussion Items	<b>Originating Department:</b>	Police, Administration, Recreation and Parks, Community Development
<b>Resolution:</b>	N/A	<b>Prepared By:</b>	Mark Bruley, Police Chief Brad Tullberg, Recreation and Parks Director
<b>Ordinance:</b>	N/A		
<b>Attachments:</b>	N/A	<b>Presented By:</b>	Jay Stroebel, City Manager and other staff
<b>Item:</b>	Brooklyn Park Reimagining Public Safety		

## City Manager's Proposed Action:

Staff will be providing the City Council with our current Brooklyn Park Reimagining Public Safety Plan for review and input. The current plan consists of an inventory of projects and priorities that numerous departments have taken on to promote a safer Brooklyn Park.

**Overview:** N/A

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

## Budgetary/Fiscal Issues:

None at this time.

**Attachments:** N/A

# City of Brooklyn Park Request for Council Action

<b>Agenda Item:</b>	10.1	<b>Meeting Date:</b>	March 27, 2023
<b>Agenda Section:</b>	Adjournment	<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>	Hollies Winston, Mayor
<b>Item:</b>	Motion for Adjournment		

## City Manager's Proposed Action:

MOTION \_\_\_\_\_, SECOND \_\_\_\_\_, TO ADJOURN THIS MEETING OF THE BROOKLYN PARK CITY COUNCIL IN RECOGNITION OF AND RESPECT FOR THE LIFE AND CONTRIBUTIONS OF PATRICK DESBONNET AND RESPECTFULLY ASK THE SUPPORT OF FELLOW COUNCIL MEMBERS.

PATRICK SERVED AS AN ELECTION JUDGE, HEAD JUDGE AND ABSENTEE VOTING JUDGE FOR MANY ELECTIONS FOR THE CITY. HE WAS VERY DEDICATED AND PROUDLY SERVED THE CITY OF BROOKLYN PARK COMMUNITY. HIS CONTRIBUTIONS TOUCHED MANY LIVES THROUGHOUT THE CITY AND THE SURROUNDING COMMUNITIES.

I FURTHER REQUEST THE MOTION BE MADE A PART OF THE PERMANENT RECORDS OF THIS BODY AND THAT A LETTER BEARING THE CITY SEAL AND THE SIGNATURE OF THE MAYOR BE SENT TO THE FAMILY ADVISING THEM OF THIS ACTION.

## Overview:

City Clerk Montero asked that the motion for adjournment be considered for Mr. Patrick Desbonnet.

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

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

## Attachments:

10.1A MOTION FOR ADJOURNMENT INFORMATION FORM

## **MOTION FOR ADJOURNMENT**

### Information Form

(Information must be in the office two working days before the Council Meeting.)

1. Sponsor (Councilor): Mayor Winston
  
2. Council Meeting date when motion is to be made: March 27, 2023  
(or "NEXT" for next Council Meeting)
  
3. Name of deceased person to be recognized: Patrick M. Desbonnet.
  
4. Family representative to whom the letter is to be sent:  
  
Name: Mrs. Shelly Desbonnet and Family  
Address: 3800 85<sup>th</sup> Avenue North, Apt #105  
Brooklyn Park, MN 55443