

REGULAR CITY COUNCIL MEETING – AGENDA

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.
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 Interview Applicants for Commissions

A. COMMISSION VOTING FORM

3B.2 Recreation and Parks Advisory Commission 2023 Year-in-Review and 2024 Workplan

A. 2024 RPAC WORKPLAN

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 Real Property Conveyance to the Minnesota Department of Transportation and the Brooklyn Park Economic Development Authority for the Highway 169/101st Avenue Interchange

A. ORDINANCE

B. NOT USED AS RESOLUTION APPROVED ON 2/12/24

C. OVERALL PROJECT ACQUISITION PARCEL MAP

D. OVERALL PROJECT ACQUISITION PARCEL MAP

E. QUIT CLAIM DEED (CITY TO MNDOT – PARCELS 4,5 &6)

F. QUIT CLAIM DEED (CITY TO MNDOT – PARCELS 7-12)

G. QUIT CLAIM DEED (CITY TO EDA – PARCELS 5 AND 6)

H. QUIT CLAIM DEED (CITY TO EDA – PARCEL 8)

- I. QUIT CLAIM DEED (CITY TO CITY – PARCEL 4)
- J. EDA RESOLUTION #2019-21 – PARCEL 5 PURCHASE
- K. EDA RESOLUTION #2020-4 – PARCELS 6 AND 8 PURCHASE
- L. PARCEL 4 SUBDIVISION FIGURE
- M. PARCEL 5 SUBDIVISION FIGURE
- N. PARCEL 6 SUBDIVISION FIGURE
- O. PARCEL 8 SUBDIVISION FIGURE
- 4.2 JJ's Fish & Chicken – Planning Case #23-120 Site Plan Review for an addition to an existing restaurant on a property zoned B2 – Neighborhood Retail Business
 - A. RESOLUTION
 - B. PLANNING COMMISSION MINUTES
 - C. LOCATION MAP
 - D. PLAN SET
- 4.3 Clean Freak Car Wash – Planning Case #24-101 Site Plan and Conditional Use Permit request for the development of a car wash on a property zoned PCDD – Planned Community Development District
 - A. RESOLUTION – SITE PLAN
 - B. RESOLUTION – CUP
 - C. PLANNING COMMISSION MINUTES
 - D. LOCATION MAP
 - E. PLAN SET
- 4.4 Approve a Temporary On-Sale Liquor License for the Church of St Vincent de Paul for their Auction for Education to be held April 20, 2024, at 9100 93rd Avenue North
- 4.5 Development Bond and Escrow Reductions/Releases
- 4.6 Accept Bids and Award the Contract for the 2024 Bituminous Overlay Project to C.S. McCrossan Construction Inc.
 - A. RESOLUTION
 - B. BID TAB
 - C. MAP OF STREETS
 - D. MAP OF PARKING LOTS
- 4.7 Accept Bids and Award Contract for 2024 Municipal State Aid (MSA) West River Road and 73rd Ave Avenue Mill and Overlay, CIP 4002-24
 - A. RESOLUTION
 - B. LOCATION MAP
 - C. LOCATION MAP
- 4.8 Accept Bids and Award Contract for 2024 Street Reconstruction Project, CIP 4003-24
 - A. RESOLUTION
 - B. 2024 STREET RECONSTRUCTION PROJECT LOCATION MAP
- 4.9 Accept Bids and Award Contract for the Sanitary Sewer Televising and Inspection to Pipe Services Corporation
 - A. RESOLUTION
 - B. LOCATION MAP
- 4.10 Approve the Bid Award for the Vehicle Hoist replacement at Central Garage Bay #2
 - A. RESOLUTION
- 4.11 Adopting Policy Changes to the Procurement Purchasing Manual
 - A. RESOLUTION
 - B. PROCUREMENT PURCHASING MANUAL POLICY

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

- 5. **PUBLIC HEARINGS**
None.
- 6. **LAND USE ACTIONS**
None.
- 7. **GENERAL ACTION ITEMS**

- 7.1** Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to amend Charter Chapter 4, Section 4.03 of the Home Rule City Charter
 - A.** ORDINANCE
- 7.2** Request by Councilmember Morson to Travel to and Attend the National League of Cities Congressional City Conference from March 10-14, 2024
 - A.** TRAVEL POLICY

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** Discuss Implementation of Youth Group Violence Intervention

IV. VERBAL REPORTS AND ANNOUNCEMENTS

9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS

V. WORK SESSION – Recess to Room A203

- 10.1** Human Rights Commission Recommendation Letter & Ceasefire Resolution
 - A.** CEASEFIRE HUMAN RIGHTS COMMISSION RECOMMENDATION LETTER
 - B.** CEASEFIRE RESOLUTION
- 10.2** Banking RFP Discussion
 - A.** MN STATE STATUTE 118A
 - B.** BANKING RFP BANKING SERVICES QUESTIONNAIRE
 - C.** BANKING RFP TRUST CUSTODY SERVICES QUESTIONNAIRE

VI. ADJOURNMENT

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

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.1	Meeting Date:	February 26, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Mayor Hollies Winston
Item:	Interview Applicants for Commissions		

City Manager's Proposed Action:

Interview applicants to fill current and upcoming openings on commissions.

Overview:

The City has advertised to fill openings on the Budget Advisory Commission, Community Long-range Improvement Commission, Human Rights Commission, Planning Commission and the Recreation and Parks Advisory Commission. The appointments are to fill upcoming openings due to terms ending April 1, 2024. Applicants have been contacted; voting sheets are attached.

Per Resolution #2019-46, there are district requirements on all of these city commissions. The City Council will make the appointments taking into consideration the representation required by each commission. An applicant who represents outside of his/her residing district and is seeking reappointment to a commission is eligible for reappointment to the same seat even if other individuals who reside in the appropriate district apply for the seat.

The regular openings are for three-year terms effective April 1, 2024 and to expire April 1, 2027 unless indicated otherwise. The Emerging Leader openings (ages 18-24) are for one-year terms effective April 1, 2024 and to expire April 1, 2025.

Budget Advisory Commission – Four openings (three regular and one emerging leader)

- City At-large (1) – reappointing or replacing Nahashon Mobisa
- Central (1) – replacing Teshite Wako
- West (1) – reappointing or replacing Terri Merrill
- City-At Large Emerging Leader (1) – no applicants

Community Long-range Improvement Commission (CLIC) – Six openings (Five full terms and one balance of term)

(Per Section 9.04 of our City Charter, the Mayor appoints to this commission with the approval of the City Council.)

- City At-large (2) – replacing Etta Gbeizon-Borner and Beauty Ojo
- Central (1) – reappointing or replacing Mary Hoogheem
- East (1) – reappointing or replacing Cindy Johnson
- West (1) – reappointing or replacing Edna McKenzie (Edna has Planning as first choice now)
- City At-large, Balance of Term (1) – replacing Amy Nop

Human Rights Commission – Five openings (three regular and two emerging leader)

- City At-large (1) – replacing Kevin Xiong
- Central (1) – replacing Minn Wang
- West (1) – replacing John Mark Hostetler
- City-At Large (2) Emerging Leader – no applicants

Planning Commission – Five openings (three regular and two emerging leader)

- City At-large (1) – reappointing or replacing Liam Cavin
- Central (1) – replacing John Kiekow
- West (1) – replacing Jerry Yu
- City-At Large (2) Emerging Leader – no applicants

Recreation and Parks Advisory Commission – Eight openings (four regular, two youth liaison, and two emerging leader)

- City At-large (2) – replacing Tawah Crawford and Mike Nolen
- East (1) – reappointing or replacing Miriam Osammor
- West (1) – reappointing or replacing Mercy Matthews (she is open to serving on any commission)
- Youth Liaison (2) Emerging Leader – reappointing Aria Reickard
- City-At Large (2) Emerging Leader – no applicants

I wish to make Council aware of City Code Section 30.39 which states, “Notwithstanding any provisions of this Code to the contrary, if there are no applicants for an appointment to a board or commission residing in the district from which the appointment is required to be made, an applicant residing in any district of the city may be appointed to such board or commission.” (Ord. 2000-932, passed 9-11-00.)

In the packet are voting forms to indicate your choices. At the end of the meeting, please pass your voting forms to Mayor Winston with your choices indicated. He will consolidate the votes to determine who will be appointed to the commissions. The appointments will be made during the March 11, 2024 Council meeting.

After appointments are made, staff will re-advertise for openings that are not filled. There will be unfilled Emerging Leader and Youth Liaison seats.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.1A COMMISSION VOTING FORMS

Budget Advisory Commission Voting Form
February 26, 2024 Commission Interviews– Submit Voting Form to Mayor After Meeting

COUNCIL MEMBER: _____
 (Name)

VACANCIES: 4
 District # of openings:
 City At-large 1
 Central District 1
 West District 1
 City At-large (Emerging Leader, no applicants) 1

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Cokie, Farquema	Central	Yes
Korosso, Abdo	Central	Yes
Madsen-Forrest, Wolf	Central	Yes
Mobisa, Nahashon	East	No
Teah, Ebenezer	East	Yes
Merrill, Terri	West	No

Listed as 2nd Choice

Arah, Chukwunedu	East	Yes
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Listed as 3^d Choice

Harris, Theo	East	Yes
Garley, Nehemiah	Central	Yes
Matthews, Mercy	West	Yes

Three appointments need to be made:

City At-large (1) – reappointing or replacing Nahashon Mobisa

COUNCIL MEMBER CHOICE: _____

Central (1) – replacing Teshite Wako

COUNCIL MEMBER CHOICE: _____

West (1) – reappointing or replacing Terri Merrill

COUNCIL MEMBER CHOICE: _____

**Community Long-range Improvement Commission Voting Form
February 26, 2024 Commission Interviews – Submit Voting Form to Mayor After Meeting**

COUNCIL MEMBER: _____
(Name)

VACANCIES: 6

District # of openings:

City At-large	2
Central District	1
East District	1
West District	1
City At-large (balance of term)	1

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Hoogheem, Mary	Central	Yes
Hoth, Patrick	Central	Yes
Johnson, Cindy	Central	Yes
Hendrickson, Nailah	East	Yes

Listed as 2nd Choice

Richardson, Vicki	Central	Yes
Harris, Theo	East	Yes
McKenzie, Edna	East	No – Cannot attend meeting

Listed as 3rd Choice

Cokie, Farquema	Central	Yes
Teah, Ebenezer	East	Yes
Matthews, Mercy	West	Yes

Six appointments need to be made:

City At-large (2) – replacing Etta Gbeizon-Borner and Beauty Ojo

COUNCIL MEMBER CHOICE: _____

COUNCIL MEMBER CHOICE: _____

Central (1) – reappointing or replacing Mary Hoogheem

COUNCIL MEMBER CHOICE: _____

East (1) – reappointing or replacing Cindy Johnson

COUNCIL MEMBER CHOICE: _____

West (1) – reappointing or replacing Edna McKenzie

COUNCIL MEMBER CHOICE: _____

City At-large, balance of term (1) – replacing Amy Nop

COUNCIL MEMBER CHOICE: _____

Human Rights Commission Voting Form
February 26, 2024 Commission Interviews – Submit Voting Form to Mayor After Meeting

COUNCIL MEMBER: _____
 (Name)

VACANCIES: 5
 District # of openings:
 City At-large 1
 Central District 1
 West District 1
 City At-large (Emerging Leader, no applicants) 2

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Garley, Nehemiah	Central	Yes
Richardson, Vicki	Central	Yes
Crandall, Doug	East	Yes
Harris, Theo	East	Yes
Dammer, Julia	West	Yes
Knipe, Mallory	West	Yes
Myman, Lacy	West	Yes

Listed as 2nd Choice

Hoogheem, Mary	Central	Yes
Hoth, Patrick	Central	Yes

Listed as 3^d Choice

Hendrickson, Nailah	East	Yes
Matthews, Mercy	West	Yes

Three appointments need to be made:

City At-large (1) –replacing Kevin Xiong

COUNCIL MEMBER CHOICE: _____

Central (1) – replacing Minn Wang

COUNCIL MEMBER CHOICE: _____

West (1) – replacing John Mark Hostetler

COUNCIL MEMBER CHOICE: _____

Planning Commission Voting Form
February 26, 2024 Commission Interviews – Submit Voting Form to Mayor After Meeting

COUNCIL MEMBER: _____
(Name)

VACANCIES: 5
District # of openings:
City At-large 1
Central District 1
West District 1
City At-large (Emerging Leader, no applicants) 2

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Cavin, Liam	East	No – has a work conflict
Crandall, Doug	East	Yes
Chukwunedu, Arah	East	Yes
McKenzie, Edna	East	No – Cannot attend meeting

Listed as 2nd Choice

Garley, Nehemiah	Central	Yes
Korosso, Abdo	Central	Yes
Hendrickson, Nailah	East	Yes
Teah, Ebenezer	East	Yes

Listed as 3rd Choice

Coke, Farquema	Central	Yes
Hoth, Patrick	Central	Yes
Richardson, Vicki	Central	Yes

Three appointments need to be made:

City At-large (1) – reappointing or replacing Liam Cavin

COUNCIL MEMBER CHOICE: _____

Central (1) – replacing John Kiekow

COUNCIL MEMBER CHOICE: _____

West (1) – replacing Jerry Yu

COUNCIL MEMBER CHOICE: _____

**Recreation and Parks Commission Voting Form
February 26, 2024 Commission Interviews – Submit Voting Form to Mayor After Meeting**

COUNCIL MEMBER: _____
(Name)

VACANCIES: 8

District # of openings:

City At-large	2
East District	1
West District	1
City At-large (Youth Liaison, one applicant)	2
City At-large (Emerging Leader, no applicants)	2

Listed as 1st Choice

Name of applicant	Residing District	Confirmed Attendance
Osammor, Miriam	East	No – Notified Cannot Attend
Matthews, Mercy	West	Yes

Listed as 2nd Choice

Uloth, Joshua	West	Yes
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Listed as 3rd Choice

Hoogheem, Mary	Central	Yes
Crandall, Doug	East	Yes

Youth Liaison

Name of applicant	Residing District	Confirmed Attendance
Reickard, Aria	Central	Yes

Five appointments need to be made:

City At-large (2) – replacing Tawah Crawford and Mike Nolen

COUNCIL MEMBER CHOICE: _____

COUNCIL MEMBER CHOICE: _____

East (1) – reappointing or replacing Miriam Osammor

COUNCIL MEMBER CHOICE: _____

West (1) – reappointing or replacing Mercy Matthews

COUNCIL MEMBER CHOICE: _____

City At-large, Youth Liaison (1) – reappointing Aria Reickard

COUNCIL MEMBER CHOICE: _____

City of Brooklyn Park Request for Council Action

Agenda Item:	3B.2	Meeting Date:	February 26, 2024
Agenda Section:	Public Presentations/ Proclamations/Receipt of General Communications	Originating Department:	Recreation and Parks
Resolution:	N/A	Prepared By:	Dwain Erickson, RPAC Chair, Brad Tullberg, Director of Recreation and Parks
Ordinance:	N/A		
Attachments:	1	Presented By:	Dwain Erickson
Item:	Recreation and Parks Advisory Commission 2023 Year-in-Review and 2024 Workplan		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO ACCEPT THE RECREATION AND PARKS ADVISORY COMMISSION 2024 WORKPLAN.

Overview:

The Recreation and Parks Advisory Commission (RPAC) Chair, Dwain Erickson, will provide highlights of the RPAC 2023 accomplishments and the 2024 RPAC priorities to help advance the BP 2025 Community Goals.

Primary Issues/Alternatives to Consider:

Do the RPAC priorities for 2024 align with the goals and priorities of the City Council?

Budgetary/Fiscal Issues: N/A

Attachments:

3B.2A 2024 RPAC WORKPLAN

Workplan | Recreation & Parks Advisory Commission

Feb. 2024 – Jan. 2025

Time frame	Project or Task(s)	BP2025	Purpose (see next page for info)	Outcome (fill in after completed)
Feb	Approve Work Plan Arts & Re-beautification Survey Results	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act
March	Reimagining Public Safety Update & YGVI Program and Event Transportation	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input type="checkbox"/> Act
April	Welcome New Commissioners Annual Deer Hunt Report Teen Center Design Update	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input checked="" type="checkbox"/> Recommend <input type="checkbox"/> Act
May	Operations & Maintenance Annual Report 2024 Summer Program & Events overview	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 Initiated by: <input checked="" type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act
June	No Meeting – Juneteenth	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6 Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act
July	CAC Improvements Update	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6 Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act
August	Joint Council / Commission meeting Annual Parks Tour	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act
September	Proposed Rec & Parks Budget & CIP / CEP Teen Center Update	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act
October	2024 Program and Events Review Events and Program Transportation	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act
November	Annual Budget Update & CIP/CEP Reimagine Public Safety – YGVI Update	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 Initiated by: <input type="checkbox"/> Commission <input type="checkbox"/> Council <input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Report/Comment <input type="checkbox"/> Recommend <input type="checkbox"/> Act

Workplan | Recreation & Parks Advisory Commission

Feb. 2024 – Jan. 2025

December	No Meeting	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input checked="" type="checkbox"/> 2 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 6	<input checked="" 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
January	Election of Officers 2025 RPAC Work Plan Discussion	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 5	<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 6	<input checked="" 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*

Workplan Projects: What's the purpose?

Commissions can either initiate a project themselves OR be asked by the Council or City Manager to do one of the following:

Report/Comment

- Commission studies a specific issue or topic and reports its findings or comments to the Council, either in writing or in a Council meeting.
- Commission does not vote.
- No direct action is taken.

Example: Charter Commissioner provided a memo on the topic of Council Members being employed by the City part-time, at the Council's request.

Recommend

- Commission reviews a specific policy issue and makes a formal recommendation to City Council on what action to take.
- A recommendation requires a majority of the **Commissioners' support**.
- Individual member comments are not included.

Examples: Planning Commission recommends approval on land use actions; RPAC made a recommendation on amplified sound policy.

Act

- Commission initiates or takes on a project, approved by Council through their workplan.

Example: HRC partnered with a community organization on an event; City Manager requests that HRC coordinate the "All Are Welcome" sign contest.

Brooklyn Park 2025 Community Goals

Working together to make Brooklyn Park a thriving community inspiring pride where opportunities exist for all.

We asked and you answered! Our community wants to accomplish these goals by the year 2025:

Unified Community

A united and welcoming community, strengthened by our diversity.

- We have connected neighbors who understand and celebrate our unique cultures.
- Brooklyn Park is unified with a strong positive identity and image.
- Our community's activities, events and services are inclusive, multi-cultural, and accessible.
- We have places and spaces for diverse communities to gather.
- Residents of every age contribute to our community.

Healthy and Safe People

People of all ages have what they need to feel healthy and safe.

- Neighborhoods are empowered and supported by strengthened positive relationships with police.
- Youth are engaged in positive and quality experiences.
- Aging adults have services and amenities to thrive and age in place.
- Everyone has access to quality healthy food options.
- People have access to quality medical and emergency care.

Beautiful Places

Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination.

- Modern transportation options (drive, ride, walk, bike) connect people to education, jobs, and recreation.
- Quality recreation and park amenities inspire activity for all ages and interests.
- Our rich diversity is showcased through our vibrant music, art, food, entertainment, and cultural scene.
- Attractive key corridors, corners, and city centers create destinations that meet community needs.
- Neighborhoods are well-maintained with quality housing for all ages and incomes integrated throughout the community.

Increased Equity

Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper.

- Each resident has access to the training and support needed to get and keep a living wage job.
- Each student graduates high school with a pathway to college or career.
- Aging neighborhoods and commercial centers are revitalized through continuous investment.
- The community provides necessary supports and services for community members to overcome life challenges such as hunger, mental illness, and homelessness.

Thriving Economy

A balanced economic environment that empowers businesses and people to thrive.

- People of all ages and backgrounds enjoy financial stability.
- Residents and visitors support an abundance of retail stores, restaurants, and entertainment venues.
- Our business environment inspires private investment and job growth.
- Business and organizations of all types, sizes and specialties start, stay and grow here.
- We are a leader in environmental sustainability, benefiting our economy and community.

Effective, Engaging Government

Effective and engaging government recognized as a leader.

- The City provides quality services at a reasonable cost.
- Elected officials, commissions, and City staff reflect the diversity of the community and are culturally competent.
- City information is clear, accessible, and delivered in ways that meet the community's needs.
- City laws are understandable, equitably enforced, and relevant to the community.
- The City is well-managed and recognized as a great place to work.

City of Brooklyn Park Request for Council Action

Agenda Item:	4.1	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Jeff Holstein, Transportation Engineer
Ordinance:	SECOND READING		
Attachments:	15	Presented By:	Jesse Struve, City Engineer
Item:	Real Property Conveyance to the Minnesota Department of Transportation and the Brooklyn Park Economic Development Authority for the Highway 169/101 st Avenue Interchange		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED REAL PROPERTY TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY.

Overview:

The City constructed a new interchange at the junction of Highway 169 and 101st Avenue North and reconstructed 101st Avenue North from Jefferson Highway to Xylon Avenue in 2020. The City acquired all the necessary property for this project. This included both total and partial acquisitions from fourteen parcels.

Highway 169 is owned, operated and maintained by the Minnesota Department of Transportation (MNDOT). The city executed Cooperative Construction Agreement #1034529 (approved by City Council on 12/10/19) with MNDOT to specify responsibilities prior to construction and ownership and maintenance responsibilities after construction. The city does not have the resources to maintain the interchange, so the interchange portion of the project will be owned by MNDOT and some of the city acquisition is required to be dedicated to MNDOT to allow for their maintenance of the interchange. This includes portions of Parcels 4,5,6,8,10 and 12 and all of parcels 7,9 and 11. This right of way dedication to MNDOT has yet to occur.

The project acquisition for Parcels 4 and 10 was limited and allowed for modified access and use or future development. The acquisition for Parcels 5,6 and 8 resulted in the loss of the residential units and storage units on the properties and/or inaccessible residual property in the post project conditions. This prompted the previous owners of Parcels 5,6 and 8 to sell their entire properties to the city. The city subsequently sold the residual portions of Parcels 5, 6 and 8 to the Brooklyn Park Economic Development Authority (EDA) for possible future assemblage and development. The legal transfer of ownership of the residual portions of Parcels 5,6 and 8 from the city to the EDA has yet to occur.

The legal conveyance of property to MNDOT and the EDA requires the subdivision of Parcels 4,5,6 and 8. Parcel 4 is included because MNDOT and the city recently agreed the city should retain a small portion of Parcel 4 acquired for the project. The subdivision of Parcel 8 has already occurred. Thus, the City Attorney prepared a resolution for the official subdivision of Parcels 4,5 and 6 to allow the conveyances to occur. This resolution was approved by the City Council at the first reading of this item on February 12, 2024.

The City determined the most cost effective method to convey properties to MNDOT and the EDA is by standard quit claim deed. The City Attorney prepared quit claim deeds to legally convey the necessary properties to MNDOT and the EDA. The conveyances are for a public purpose and deemed in the best interest of the city and the public.

By City Charter (Section 14.06), an ordinance is required for the sale or conveyance of City-owned real property.

Budgetary/Fiscal Issues:

MNDOT will not be paying the City for the portions of Parcels 4,5,6,8,10 and 12 and all of Parcels 7,9 and 11 in accordance with Agreement No. 1034529. However, the city applied for and was awarded \$22.5 million in grants for the project, \$15.5 million of which was state funding. These funds, coupled with other pending assessments to benefitting area properties, paid for the vast majority of the project.

Alternatives to consider:

1. Approve the second reading of the conveyance ordinance as recommended.
2. Deny the conveyances and accept ownership and maintenance of the interchange and reimburse the EDA for funds paid for residual portions of Parcels 5,6 and 8, including interest.

Attachments:

- 4.1A ORDINANCE
- 4.1B NOT USED AS RESOLUTION APPROVED ON 2/12/24
- 4.1C LOCATION MAP
- 4.1D OVERALL PROJECT ACQUISITION PARCEL MAP
- 4.1E QUIT CLAIM DEED (CITY TO MNDOT – PARCELS 4,5 &6)
- 4.1F QUIT CLAIM DEED (CITY TO MNDOT – PARCELS 7-12)
- 4.1G QUIT CLAIM DEED (CITY TO EDA – PARCELS 5 AND 6)
- 4.1H QUIT CLAIM DEED (CITY TO EDA – PARCEL 8)
- 4.1I QUIT CLAIM DEED (CITY TO CITY – PARCEL 4)
- 4.1J EDA RESOLUTION #2019-21 – PARCEL 5 PURCHASE
- 4.1K EDA RESOLUTION #2020-4 – PARCELS 6 AND 8 PURCHASE
- 4.1L PARCEL 4 SUBDIVISION FIGURE
- 4.1M PARCEL 5 SUBDIVISION FIGURE
- 4.1N PARCEL 6 SUBDIVISION FIGURE
- 4.1O PARCEL 8 SUBDIVISION FIGURE

ORDINANCE #2024-

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY OWNED REAL PROPERTY
TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND THE BROOKLYN PARK
ECONOMIC DEVELOPMENT AUTHORITY

The City of Brooklyn Park Does Ordain:

The City of Brooklyn Park owns the fee title to certain property located within the City of Brooklyn Park, Hennepin County, Minnesota, all as legally described as set forth on the attached Exhibit A and depicted on the attached Exhibit B (the “MnDOT Whole Parcels”).

The City of Brooklyn Park owns fee title to certain property located within the City of Brooklyn Park, Hennepin County, Minnesota, which is to be subdivided, and, following such subdivision, will be legally described as set forth on the attached Exhibit C and depicted in blue on the attached Exhibit D (the “MnDOT Remainder Parcels”).

The City desires to convey the MnDOT Whole Parcels and the MnDOT Remainder Parcels to the State of Minnesota - Department of Transportation (“MnDOT”) for the purpose of MnDOT’s construction of an interchange at Highway 169 and 101st Avenue North (the “Interchange Project”), which is all in accordance with the prior Cooperative Construction Agreement #1034529 executed by and between the City and MnDOT.

The City does not contemplate a future use for for the remainder of the subdivided properties not conveyed to MnDOT, legally described on the attached Exhibit E and depicted in pink on the attached Exhibit F (the “EDA Remainder Parcels”), nor for a parcel previously subdivided as part of the Interchange Project, legally described on the attached Exhibit G and depicted in pink on the attached Exhibit H (the “EDA Whole Parcel”).

The City therefore desires to, as part of its transaction with MnDOT, to simultaneously convey the EDA Remainder Parcels and the EDA Whole Parcel to the Brooklyn Park Economic Development Authority (the “EDA”) for future development.

The Mayor and City Manager are authorized and directed to convey the MnDOT Whole Parcels and the MnDOT Remainder Parcels to MnDOT.

The Mayor and City Manager are authorized and directed to convey the EDA Remainder Parcels and the EDA Whole Parcel to the EDA.

City staff and consultants are authorized and directed to take all necessary and convenient steps to accomplish the intent of this Ordinance.

All actions shall be pursuant to Section 14.06 of the City Charter. The City Council finds that the conveyance of the MnDOT Whole Parcels, the MnDOT Remainder Parcels, the EDA Remainder Parcels, and the EDA Whole Parcel have no relationship or impact on the City’s comprehensive plan and therefore there is no need for the City’s Planning Commission to review and comment on the proposed conveyances.

Mayor

Attest:

City Clerk

Approved as to Form by City Attorney
Passed on First Reading
Passed on Second Reading
Published in Official Newspaper

EXHIBIT A

Legal Descriptions of the MnDOT Whole Parcels to be conveyed by the City to MnDOT

Parcel 7

The West 144 feet of the South 300 feet of West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Torrens Certificate No. 1501964

AND

Parcel 8

That part of the following described property:

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract: Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road;

Lying southeasterly of the following described line:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Certificate of Title No. 1501964

AND

Parcel 9

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

Commencing at the Southeast corner of the West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, thence North 300 feet along the East line of said West Half of the East Half of

the Southeast Quarter of the Southwest Quarter, thence West 132 feet parallel with South line of said tract, thence South 300 ft parallel with East line of said tract, thence East 132 feet along the South line of said tract to point of beginning, excepting road, except that part lying Southeasterly of the following described line:

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence Run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating Line A. Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

PID No. 06-119-21-34-0002

AND

Parcel 10

That part of the North 150.00 feet of the West one-half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, which lies easterly of a line run parallel with and distant 100 feet easterly of the following described line:

Beginning at a point on the North line of said Section 7, distant 75.02 feet West of the North Quarter corner thereof; thence run Southerly at an angle of 88 degrees 52 minutes 30 seconds with said North section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 00 degree 45 minutes 00 second curve (delta angle 12 degrees 48 minutes 35 seconds) for 1707.96 feet and there terminating:

Except a triangular tract adjoining and Easterly of the above described strip and Northwesterly of the following described line:

Beginning at a point on the Easterly boundary of the above described strip, distant 100 feet Southerly of its intersection with a line run parallel with and distant 33 feet South of the North line of said Section 7; thence run Northeasterly to a point on said 33 foot parallel line, distant 100 feet Easterly of said intersection; thence continue to the North line of said Section 7.

And also except that part thereof which lies southerly of the southerly right-of-way line of the public road running along the North line of said Section 7 and Northerly of Line 1 described below:

Line 1. Beginning at a point on the North line of said Section 7, distant 794.98 feet East of the North Quarter corner thereof; thence run Southerly at right angles to said North section line for 33 feet; thence run Westerly to a point distant 50 feet Southerly (measured at right angles) of a point on said North section line, distant 424.98 feet East of the North Quarter corner thereof; thence run Westerly to a point distant 60 feet Southerly (measured at right angles) of a point on said North section line, distant 124.98 feet East of the North Quarter corner thereof; thence run

Westerly parallel with said North section line to its intersection with the West line of the first tract described above and there terminating;

Subject to a limitation of the right of access from part of the above described premises to Trunk Highway No. 52, as acquired by the State in Deed Doc No. 866815.

Certificate of Title No. 1503588

AND

Parcel 11

The East 130 feet of that part of the West Quarter of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21 lying South of a line 139 feet North of and drawn parallel with the South line of said West Quarter except road, Hennepin County, Minnesota.

Certificate of Title No. 1044651
PID No. 06-119-21-43-0002

AND

Parcel 12

All that part of the following-described property located in Hennepin County, Minnesota:

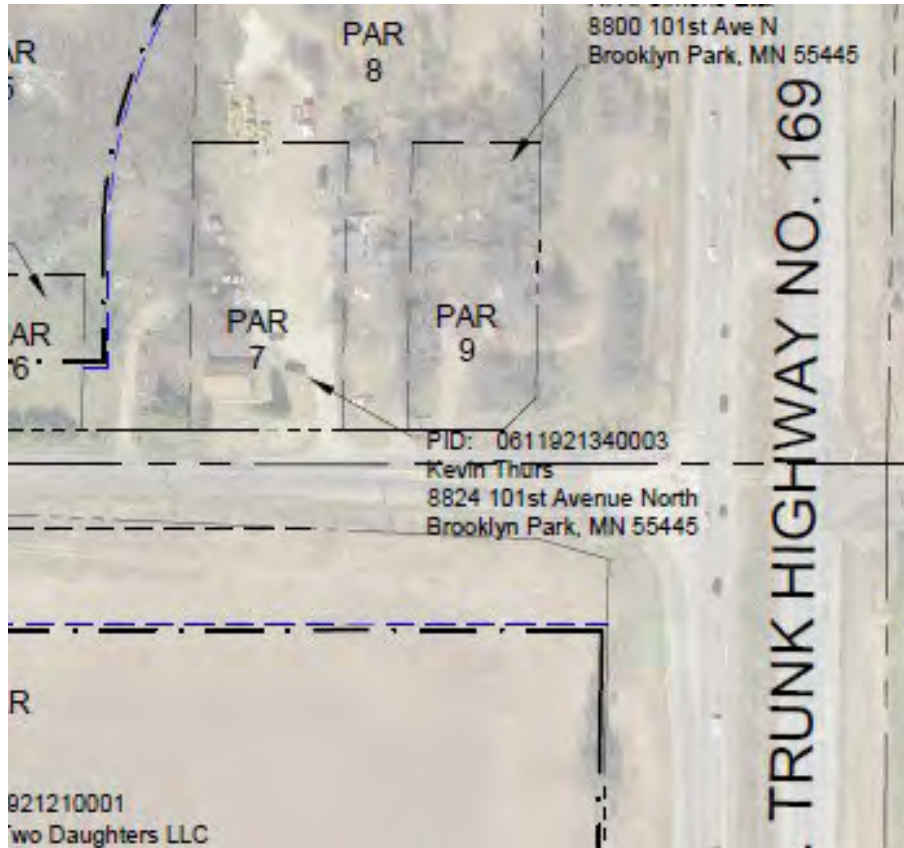
The East three-quarters of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21; lying southerly and westerly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence South 89 degrees 56 minutes 01 seconds East, assumed bearing, along the south line of said Southwest Quarter 328.55 feet to the west line of the East Three-Quarters of said Southwest Quarter of the Southeast Quarter; thence North 01 degrees 07 minutes 50 seconds East, along said west line 598.19 feet to the beginning of the line to be described; thence South 44 degrees 01 minutes 56 seconds East 4.19 feet; thence southerly 357.68 feet along a tangential curve concave to the southwest having a radius of 465.97 feet and a central angle of 43 degrees 58 minutes 49 seconds; thence South 00 degrees 03 minutes 07 seconds East, tangent to last described curve, 150.20 feet; thence North 90 degrees 00 minutes 00 seconds East 155.56 feet; thence South 00 degrees 00 minutes 00 seconds East 36.46 feet; thence North 90 degrees 00 minutes 00 seconds East 225.41 feet; thence southeasterly 257.81 feet along a tangential curve concave to the southwest having a radius of 620.00 feet and a central angle of 23 degrees 49 minutes 31 seconds to the northerly right of way line of 101st Avenue North and there terminating.

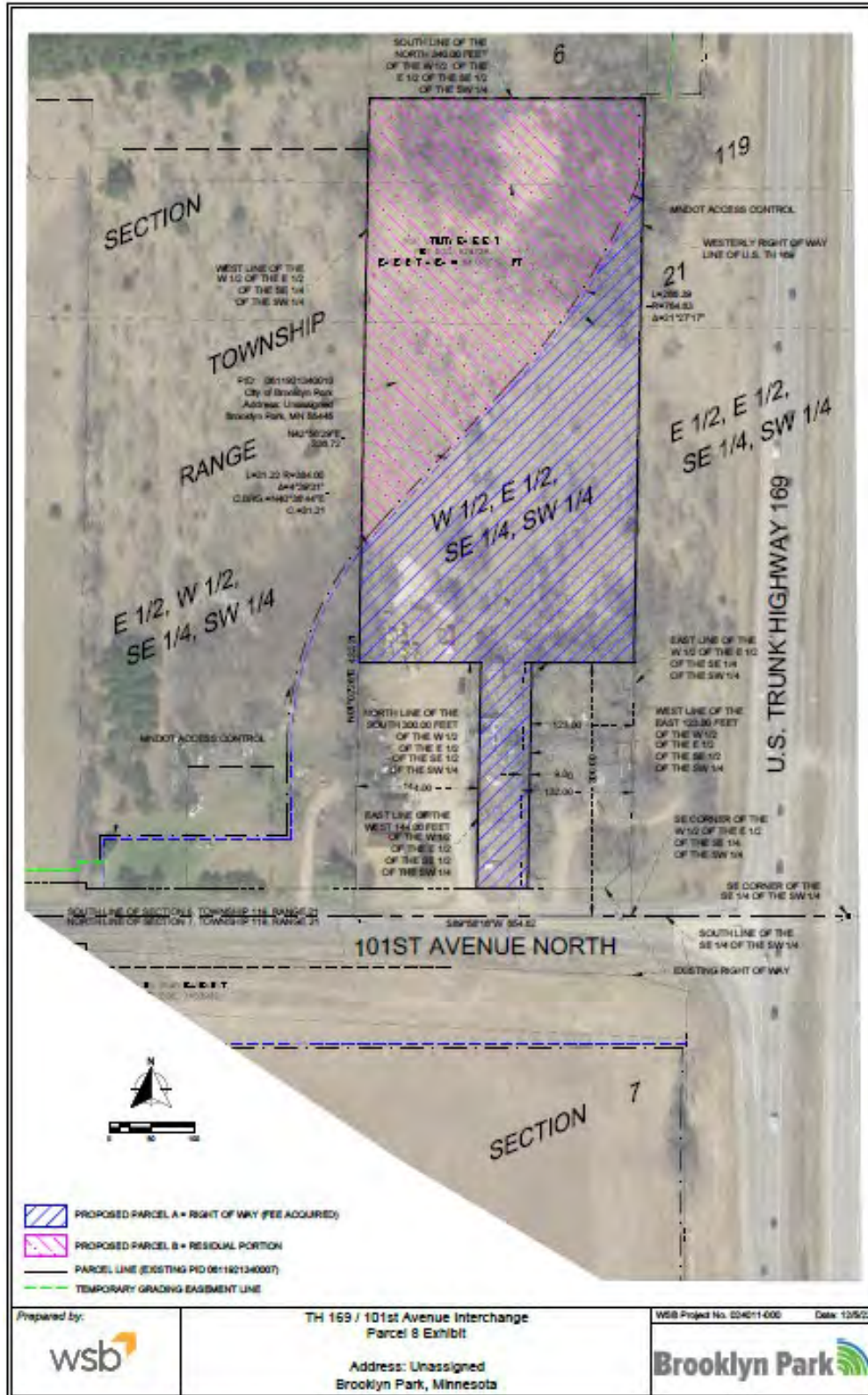
PID No. 06-119-21-43-0008

EXHIBIT B
Depictions of the MnDOT Whole Parcels to be conveyed by the City to MnDOT

Parcel 7



Parcel 8 [to MnDOT in blue]



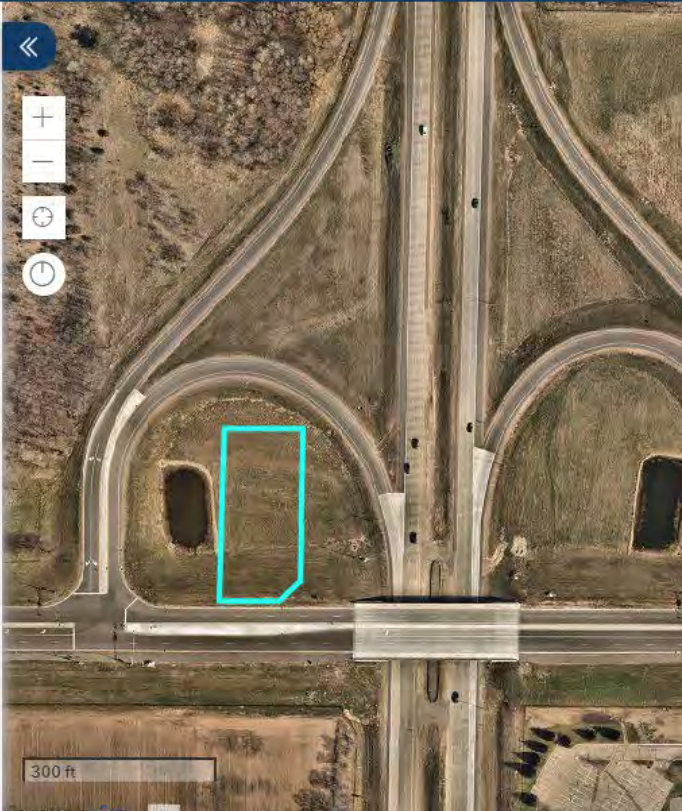
Parcel 9

Search by Address or PID search help

0611921340002

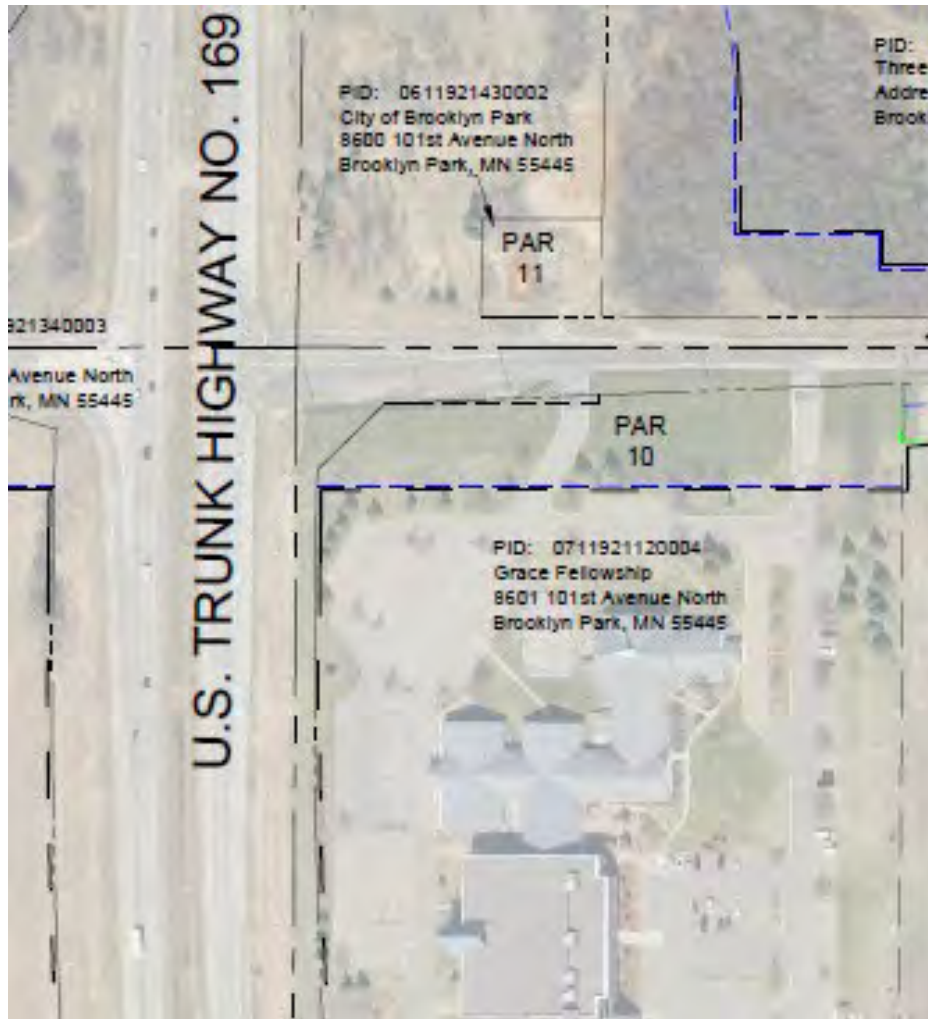
Results **Property Links**

PID	0611921340002
Address	8800 101st Ave N, Brooklyn Park, MN 55445
Owner/Taxpayer	
Owner	City Of Brooklyn Park
Taxpayer	CITY OF BROOKLYN PARK 5200 85TH AVE N BROOKLYN PARK MN 55443
Tax Parcel	
Parcel Area	0.74 acres 32,331 sq ft
Torrens/Abstract	Torrens
Addition	Unplatted 06 119 21
Lot	



300 ft

Parcel 10



Parcel 11

H GIS Property Map

Search by Address or PID search help

0611921430008

Results **Property Links** Print Share Close

PID	0611921430002
Address	8600 101st Ave N, Brooklyn Park, MN 55445
Owner/Taxpayer	
Owner	City Of Brooklyn Park
Taxpayer	CITY OF BROOKLYN PARK ATTN ACCOUNTS PAYABLE 5200 85TH AVE N BROOKLYN PARK MN 55443
Tax Parcel	
Parcel Area	0.32 acres 13,782 sq ft
Torrens/Abstract	Torrens

Parcel 12

The screenshot displays a web-based GIS application titled "Property Map". On the left, a search bar contains the PID "0611921430008". Below the search bar, there are two tabs: "Results" and "Property Links". The "Property Links" tab is active, showing a table of property details. The table includes fields for PID, Address, Owner/Taxpayer, Tax Parcel, and other information. On the right, an aerial satellite map shows a large parcel outlined in cyan. The parcel is situated near a road and a wooded area. A scale bar at the bottom of the map indicates 300 feet.

Owner/Taxpayer	
PID	0611921430008
Address	8500 101st Ave N, Brooklyn Park, MN 55445
Owner	City Of Brooklyn Park
Taxpayer	CITY OF BROOKLYN PARK 5200 85TH AVE N BROOKLYN PARK MN 55443
Tax Parcel	
Parcel Area	2.29 acres 99,668 sq ft
Torrens/Abstract	Both
Addition	Unplatted 06 119 21
Lot	

Exhibit C
Legal Descriptions of the MnDOT Remainder Parcels to be Conveyed by the City to MnDOT Following Subdivision

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing,

along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Abstract Property

AND

Parcel 5

All that part of the following described property:

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

Lying easterly, southerly, and southeasterly of the following described line:

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

PID No. 06-119-21-34-0006
Certificate of Title No. 1492659

AND

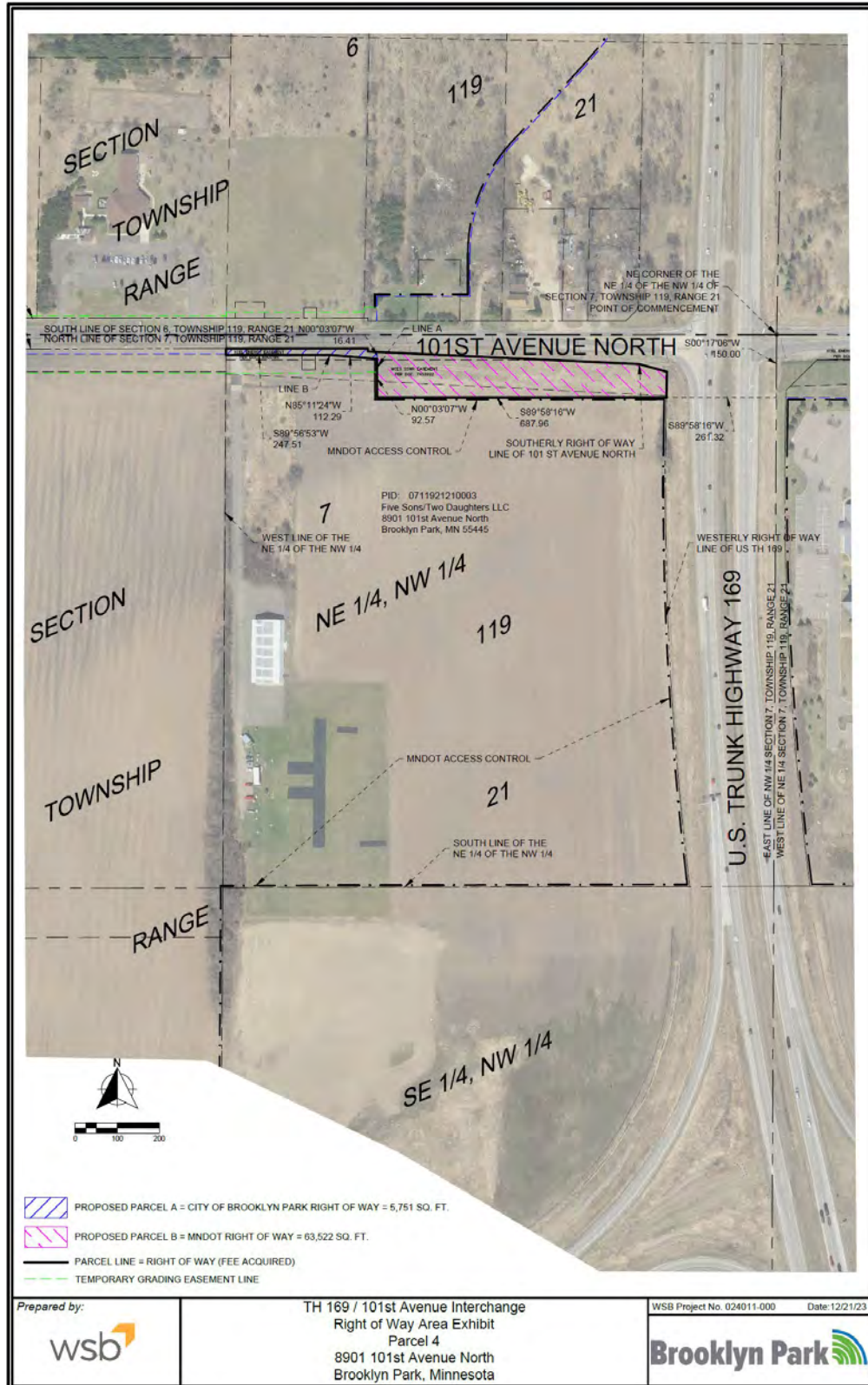
Parcel 6

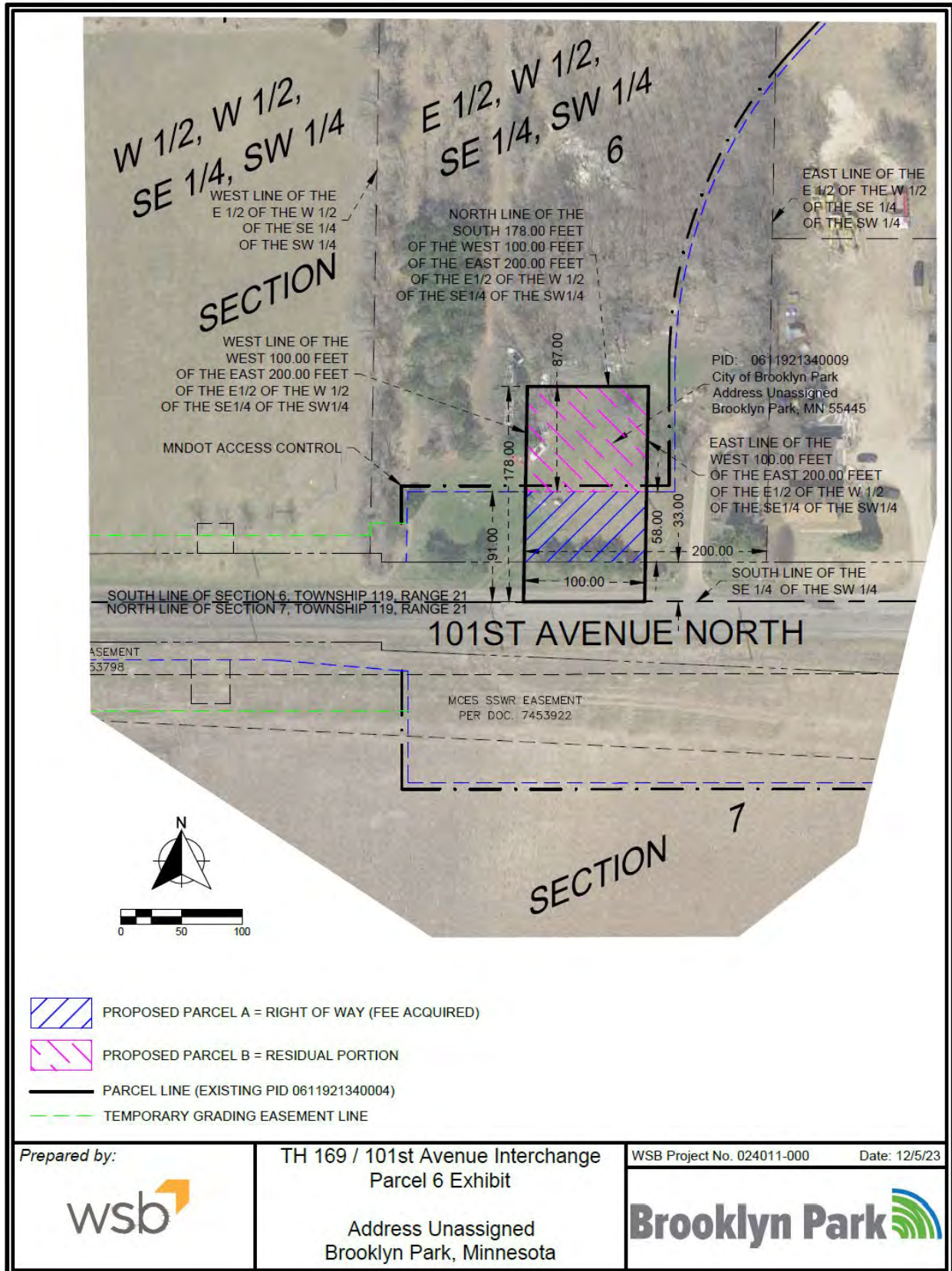
The North 58.00 feet of the South 91.00 feet of the following described property:





The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East
Half of the West Half of the Southeast Quarter of the Southwest Quarter of
Section 6, Township 119, Range 21.

Certificate of Title No. 1501964

EXHIBIT D
Depictions of the MnDOT Remainder Parcels to be Conveyed by the City to MnDOT
Following Subdivision





-  PROPOSED PARCEL A = RIGHT OF WAY (FEE ACQUIRED)
-  PROPOSED PARCEL B = RESIDUAL PORTION
-  PARCEL LINE (EXISTING PID 0611921340004)
-  TEMPORARY GRADING EASEMENT LINE

Prepared by:



TH 169 / 101st Avenue Interchange
Parcel 6 Exhibit

Address Unassigned
Brooklyn Park, Minnesota

WSB Project No. 024011-000

Date: 12/5/23



EXHIBIT E
Legal Descriptions of the EDA Remainder Parcels to be Conveyed by the City to the EDA
Following Subdivision

Parcel 5

All that part of the following described property:

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

EXCEPT that part lying easterly, southerly, and southeasterly of the following described line:

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

PID No. 06-119-21-34-0006
Certificate of Title No. 1492659

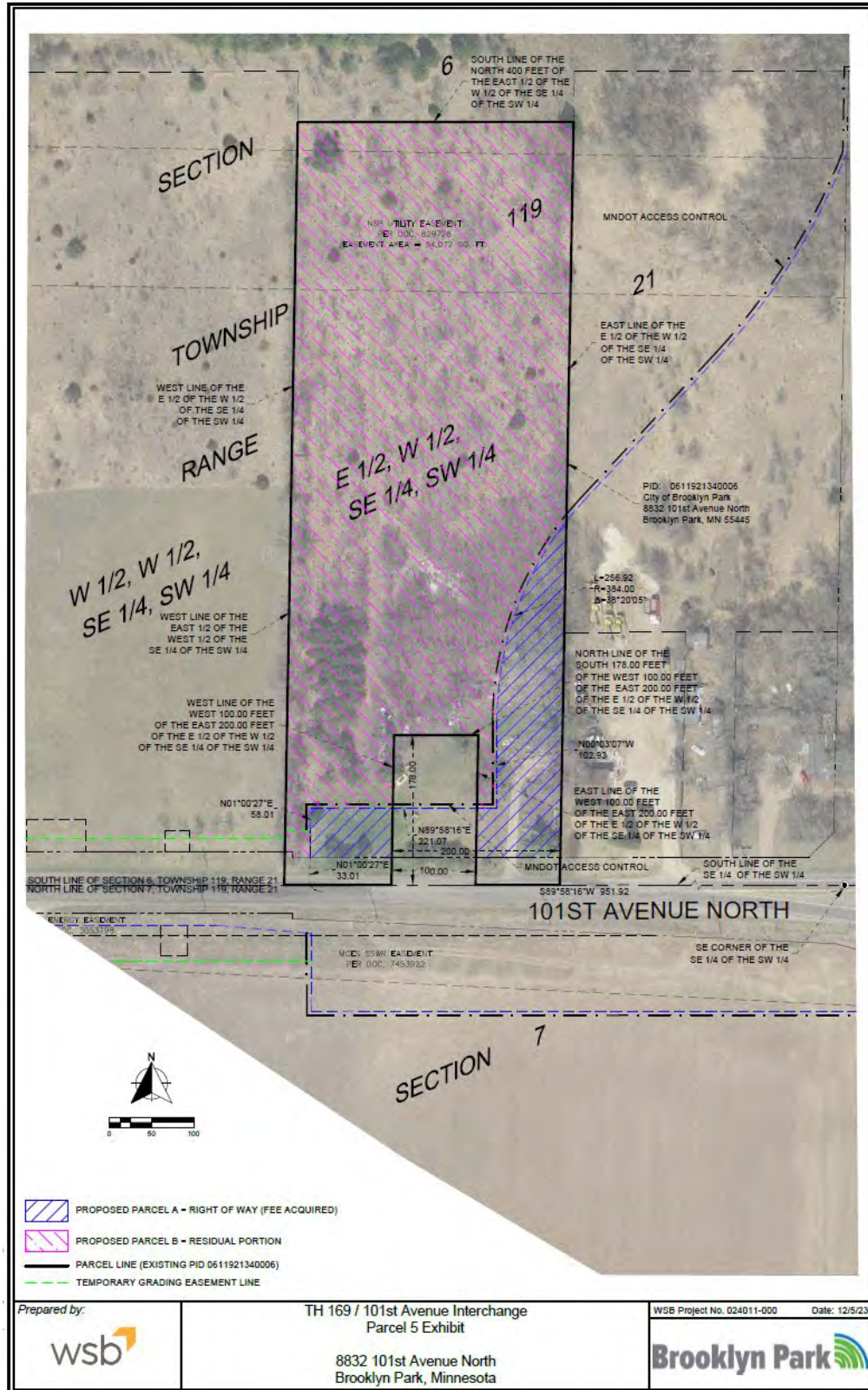
AND

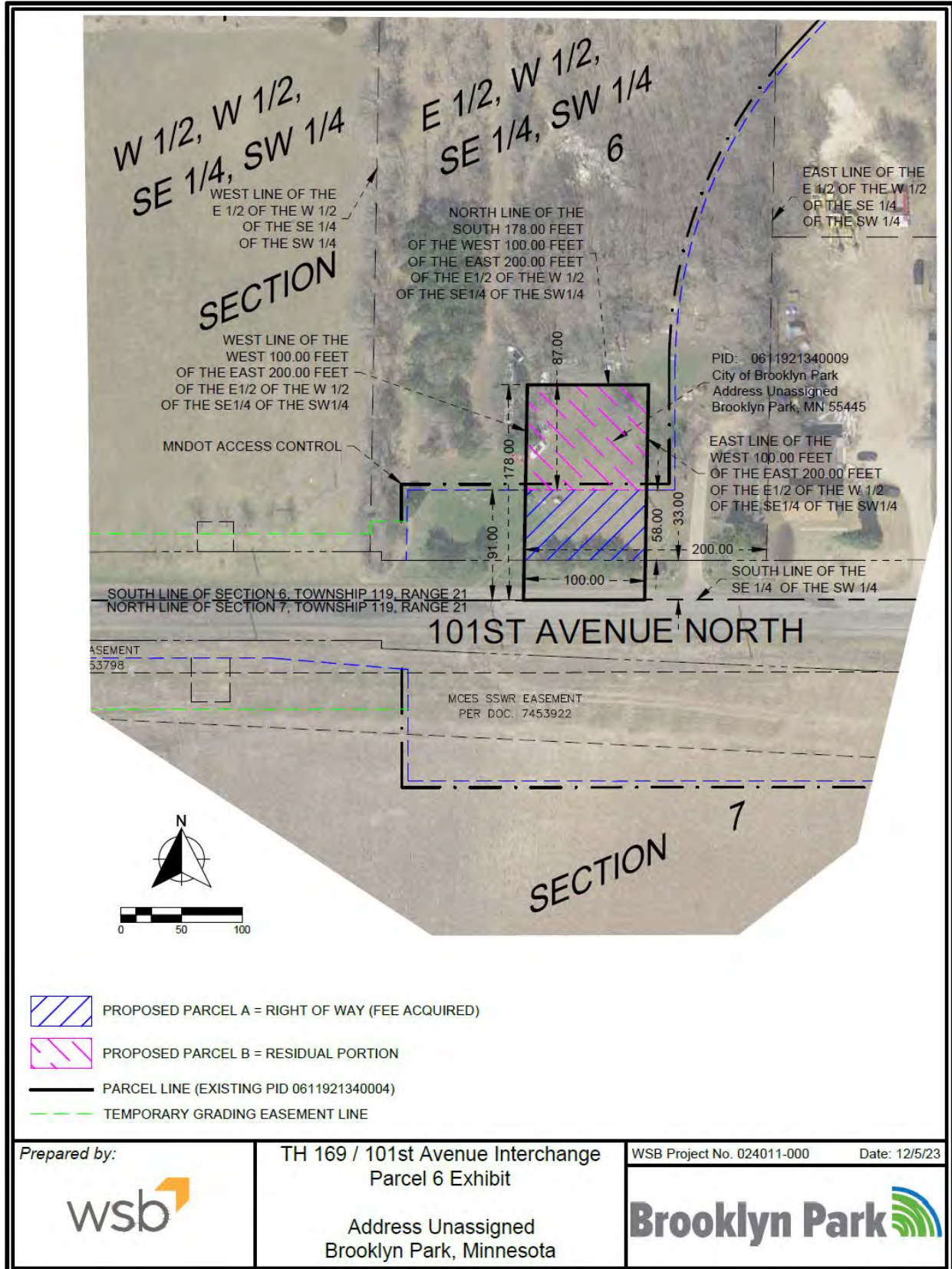
Parcel 6

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21, Hennepin County, Minnesota, except the north 58.00 feet of the South 91.00 feet thereof; and except the South 33.00 feet thereof.

PID No. 06-119-21-34-0009
Certificate of Title No. 1502114

EXHIBIT F
Depictions of the EDA Remainder Parcels to be Conveyed by the City to the EDA
Following Subdivision





Prepared by:



TH 169 / 101st Avenue Interchange
Parcel 6 Exhibit

Address Unassigned
Brooklyn Park, Minnesota

WSB Project No. 024011-000

Date: 12/5/23



EXHIBIT G
Legal Description of the EDA Whole Parcel to be conveyed by the City to the EDA

Parcel 8

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

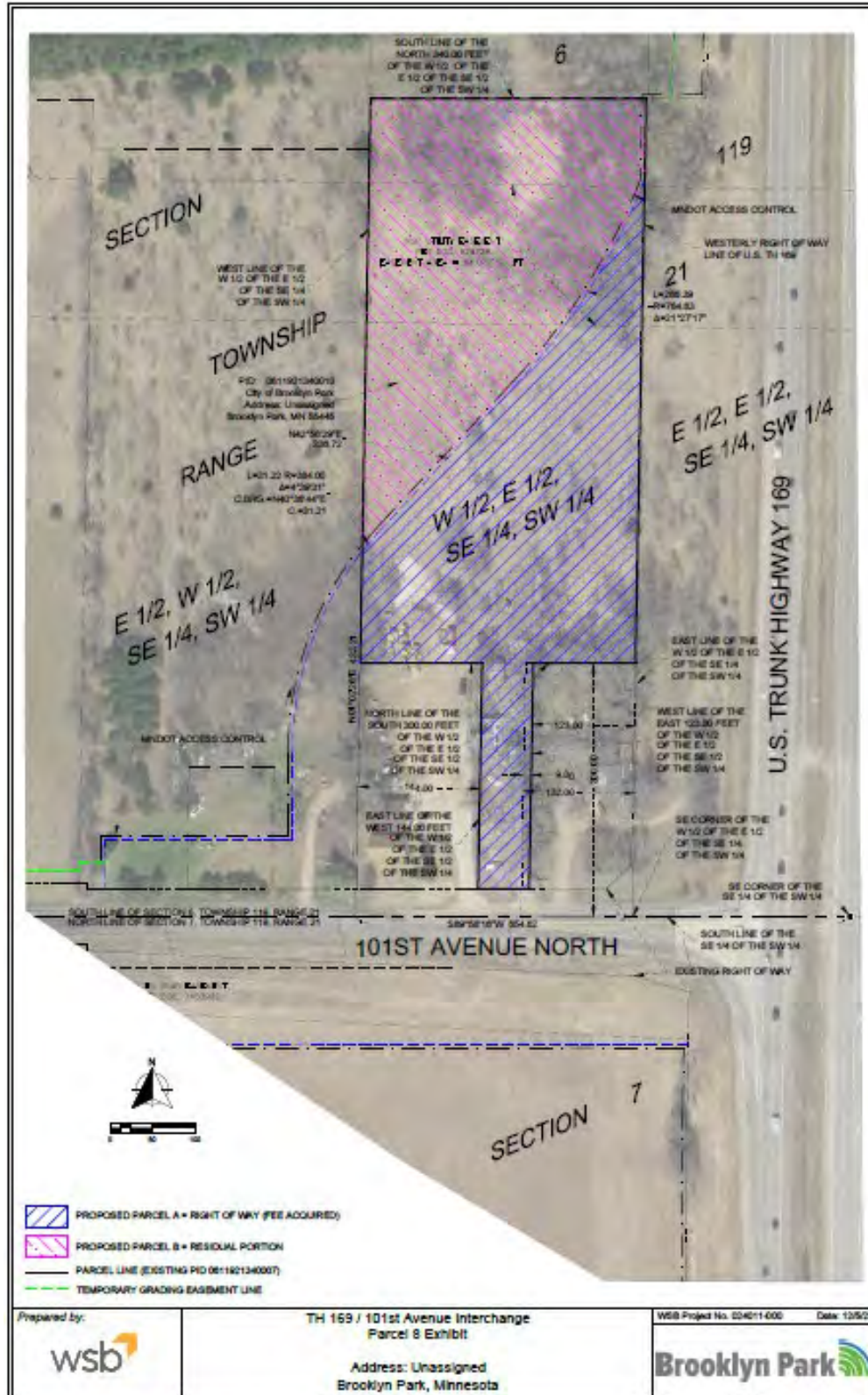
Par 2: The West 9.0 feet of the following described tract:
Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road; and

EXCEPT that part of Par 1 and Par 2, described above, lying southeasterly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Subject to a limitation on access to 101st Avenue North, Document No. T5652656

Torrens Certificate Number 1502114

EXHIBIT H
Depiction of the EDA Whole Parcel to be conveyed by the City to the EDA



RESOLUTION #2024-

RESOLUTION APPROVING THE SUBDIVISION OF CITY OWNED PROPERTY
AND DESCRIBING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO
THE MINNESOTA DEPARTMENT OF TRANSPORTATION AND TO THE
BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED by the City Council (the "Council") of the City of Brooklyn Park, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. The City is the fee owner of three certain parcels of real property located within the City of Brooklyn Park, Hennepin County, Minnesota, including Parcel 4 which is Abstract land address unassigned, and Parcels 5 and 6, described in Certificate of Title Nos. 1492659 and 1501964, respectively, and all as legally described as set forth on Exhibit A (collectively, the "City Subdivision Property").

1.02. The City is also the fee owner of six certain parcels of real property located within the City of Brooklyn Park, Hennepin County, Minnesota, all as legally described as set forth on Exhibit B (the "MnDOT Whole Parcels").

1.03. The City intends to convey the City Property to the Minnesota Department of Transportation ("MnDOT"), and to subdivide the City Subdivision Property and to convey to MnDOT a portion of the City Subdivision Property as legally described on Exhibit D (the "MnDOT Remainder Parcels") all for the purpose of the construction of an interchange at Highway 169 and 101st Avenue North (the "Interchange Project").

1.04. The conveyances to MnDOT of the City Property and of the MnDOT Remainder Parcels are all in accordance with the prior Cooperative Construction Agreement # 1034529 executed by between the City and MnDOT.

1.05. The City does not contemplate a future use for the remainder of the MnDOT Remainder Parcels as legally described on Exhibit D (the "EDA Remainder Parcels") and desires to transfer the EDA Remainder Parcels to the Brooklyn Park Economic Development Authority, a public body corporate and politic under the laws of Minnesota (the "EDA") for the future development of the EDA Remainder Parcels by the EDA. The City desires to retain the remainder of the MNDOT Remainder Parcels consisting of Parcel 4 and as legally described on Exhibit E (the "City Remainder Parcel").

1.06. Additionally, the City desires to simultaneously convey certain real property located within City of Brooklyn Park, Hennepin County, Minnesota, to the EDA, which was previously subdivided related to the Interchange Project, and as legally described on Exhibit F (the "EDA Whole Parcel").

1.07. The City is authorized to convey real property to MnDOT and the EDA pursuant to Minnesota Statutes, Sections 465.035 and 471.64.

1.08. The City, MnDOT, and the EDA have followed applicable statutory provisions, including but not limited to, Minnesota Statutes, Section 465.035, Minnesota Statutes, Section

469.101 and Minnesota Statutes, Section 471.64, in authorizing the conveyance of the City Property, the MnDOT Remainder Parcels, and the EDA Remainder Parcels.

1.09. The City has determined it is most cost effective to convey the City Property and the MnDOT Remainder Parcels to MnDOT pursuant to this Resolution by a standard quit claim deed.

1.10. The City has determined it is most cost effective to convey the EDA Remainder Parcels and the EDA Whole Parcel to the EDA pursuant to this Resolution by a standard quit claim deed.

1.11. The City has determined it is most cost effective to convey the City Remainder Parcel to the City pursuant to this Resolution by a standard quit claim deed.

1.12. The City finds and determines that conveyance of the City Property and MnDOT Remainder Parcels as contemplated herein to MnDOT is for a public purpose and is in the public interest.

1.13. The City finds and determines that conveyance of the EDA Remainder Parcels and the EDA Whole Parcel as contemplated herein to the EDA is for a public purpose and is in the public interest.

Section 2. Subdivision Approved.

2.01. The Council hereby approves the subdivision of the City Subdivision Property and by related ordinance the conveyance of the EDA Remainder Parcels and the EDA Whole Parcel to the EDA and any other documents required relating to the conveyance of the EDA Remainder Parcels and the EDA Whole Parcel to the EDA including but not limited to a quit claim deed (the "EDA Conveyance Documents").

2.02. The Council approves by related ordinance the conveyance of the City Property and the MnDOT Remainder Parcels to MnDOT and any other documents required relating to the conveyance of the City Property and the MnDOT Remainder Parcels to MnDOT including but not limited to a quit claim deed (the "MnDOT Conveyance Documents").

2.03. The Council approves by related ordinance the conveyance of the City Remainder Parcel to the City and any other documents required relating to the conveyance of the City Remainder Parcel to the City including but not limited to a quit claim deed (the "City Conveyance Documents").

2.04. The Council hereby authorizes the Mayor and City Manager, in their discretion and at such time, if any, as they may deem appropriate, to execute the EDA Conveyance Documents, the MnDOT Conveyance Documents, and the City Conveyance Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder when all conditions precedent thereto have been satisfied.

2.05. City staff and officials are authorized to take all actions convenient or necessary to perform the City's obligations hereunder, including without limitation execution of the EDA Conveyance Documents, the MnDOT Conveyance Documents, and the City Conveyance Documents.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Brooklyn Park, Minnesota this ____ day of _____, 2024.

Hollies J. Winston, Mayor

ATTEST:

Jay Stroebel, City Manager

EXHIBIT A
Legal Description of City Subdivision Property

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

AND

Parcel 5

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

AND

Parcel 6

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21.

EXHIBIT B
Legal Description of the City Property to be Conveyed to MnDOT

Parcel 7

The West 144 feet of the South 300 feet of West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Torrens Certificate No. 1501964

AND

Parcel 8

That part of the following described property:

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract: Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road;

Lying southeasterly of the following described line:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Certificate of Title No. 1501964

AND

Parcel 9

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

Commencing at the Southeast corner of the West Half of the East Half of the

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

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence Run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating Line A. Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

PID No. 06-119-21-34-0002

AND

Parcel 10

That part of the North 150.00 feet of the West one-half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, which lies easterly of a line run parallel with and distant 100 feet easterly of the following described line:

Beginning at a point on the North line of said Section 7, distant 75.02 feet West of the North Quarter corner thereof; thence run Southerly at an angle of 88 degrees 52 minutes 30 seconds with said North section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 00 degree 45 minutes 00 second curve (delta angle 12 degrees 48 minutes 35 seconds) for 1707.96 feet and there terminating:

Except a triangular tract adjoining and Easterly of the above described strip and Northwesterly of the following described line:

Beginning at a point on the Easterly boundary of the above described strip, distant 100 feet Southerly of its intersection with a line run parallel with and distant 33 feet South of the North line of said Section 7; thence run Northeasterly to a point on said 33 foot parallel line, distant 100 feet Easterly of said intersection; thence continue to the North line of said Section 7;

And also except that part thereof which lies southerly of the southerly right-of-way line of the public road running along the North line of said Section 7 and Northerly of Line 1 described below:

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

distant 60 feet Southerly (measured at right angles) of a point on said North section line, distant 124.98 feet East of the North Quarter corner thereof; thence run Westerly parallel with said North section line to its intersection with the West line of the first tract described above and there terminating;

Subject to a limitation of the right of access from part of the above described premises to Trunk Highway No. 52, as acquired by the State in Deed Doc No. 866815.

Certificate of Title No. 1503588

AND

Parcel 11

The East 130 feet of that part of the West Quarter of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21 lying South of a line 139 feet North of and drawn parallel with the South line of said West Quarter except road, Hennepin County, Minnesota.

Certificate of Title No. 1044651
PID No. 06-119-21-43-0002

AND

Parcel 12

All that part of the following-described property located in Hennepin County, Minnesota:

The East three-quarters of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21; lying southerly and westerly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence South 89 degrees 56 minutes 01 seconds East, assumed bearing, along the south line of said Southwest Quarter 328.55 feet to the west line of the East Three-Quarters of said Southwest Quarter of the Southeast Quarter; thence North 01 degrees 07 minutes 50 seconds East, along said west line 598.19 feet to the beginning of the line to be described; thence South 44 degrees 01 minutes 56 seconds East 4.19 feet; thence southerly 357.68 feet along a tangential curve concave to the southwest having a radius of 465.97 feet and a central angle of 43 degrees 58 minutes 49 seconds; thence South 00 degrees 03 minutes 07 seconds East, tangent to last described curve, 150.20 feet; thence North 90 degrees 00 minutes 00 seconds East 155.56 feet; thence South 00 degrees 00 minutes 00 seconds East 36.46 feet; thence North 90 degrees 00 minutes 00 seconds East 225.41 feet; thence southeasterly 257.81 feet along a tangential curve concave to the southwest having a radius of 620.00 feet and a central angle of 23 degrees 49 minutes 31 seconds to the northerly right of way line of 101st Avenue North and there terminating.

PID No. 06-119-21-43-0008

EXHIBIT C

Legal Description of the MnDOT Remainder Parcels to be Conveyed to MnDOT Following
Subdivision

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve

(Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly

right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Abstract Property

AND

Parcel 5

All that part of the following described property:

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

Lying easterly, southerly, and southeasterly of the following described line:

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

PID No. 06-119-21-34-0006
Certificate of Title No. 1492659

AND

Parcel 6

The North 58.00 feet of the South 91.00 feet of the following described property:

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21.

Certificate of Title No. 1501964

EXHIBIT D

Legal Description of the EDA Remainder Parcels to be Conveyed to EDA Following Subdivision

Parcel 5

All that part of the following described property:

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

EXCEPT that part lying easterly, southerly, and southeasterly of the following described line:

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

PID No. 06-119-21-34-0006
Certificate of Title No. 1492659

AND

Parcel 6

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21, Hennepin County, Minnesota, except the north 58.00 feet of the South 91.00 feet thereof; and except the South 33.00 feet thereof.

PID No. 06-119-21-34-0009
Certificate of Title No. 1502114

EXHIBIT E
Legal Description of City Remainder Parcel

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of

said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies westerly of Line A and northerly of Line B, said Lines A and B described as follows:

Line A: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet to the point of beginning of said Line A to be described; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Line B: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet to the point of beginning of said Line B to be described; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

EXHIBIT F

Legal Description of EDA Whole Parcel to be Conveyed by City to EDA

Parcel 8

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract:

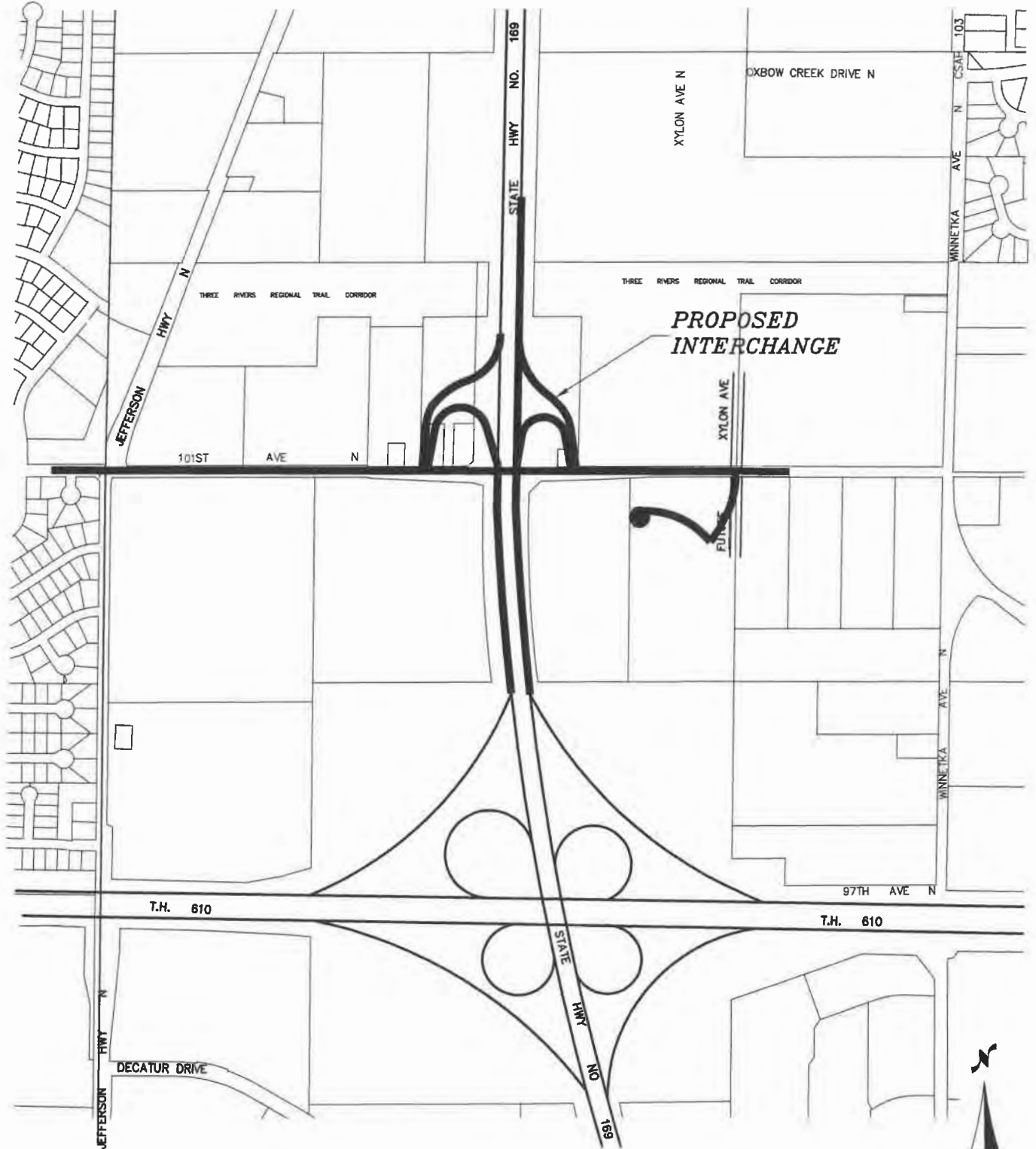
Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132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

EXCEPT that part of Par 1 and Par 2, described above, lying southeasterly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Subject to a limitation on access to 101st Avenue North, Document No. T5652656

Torrens Certificate Number 1502114

LOCATION MAP

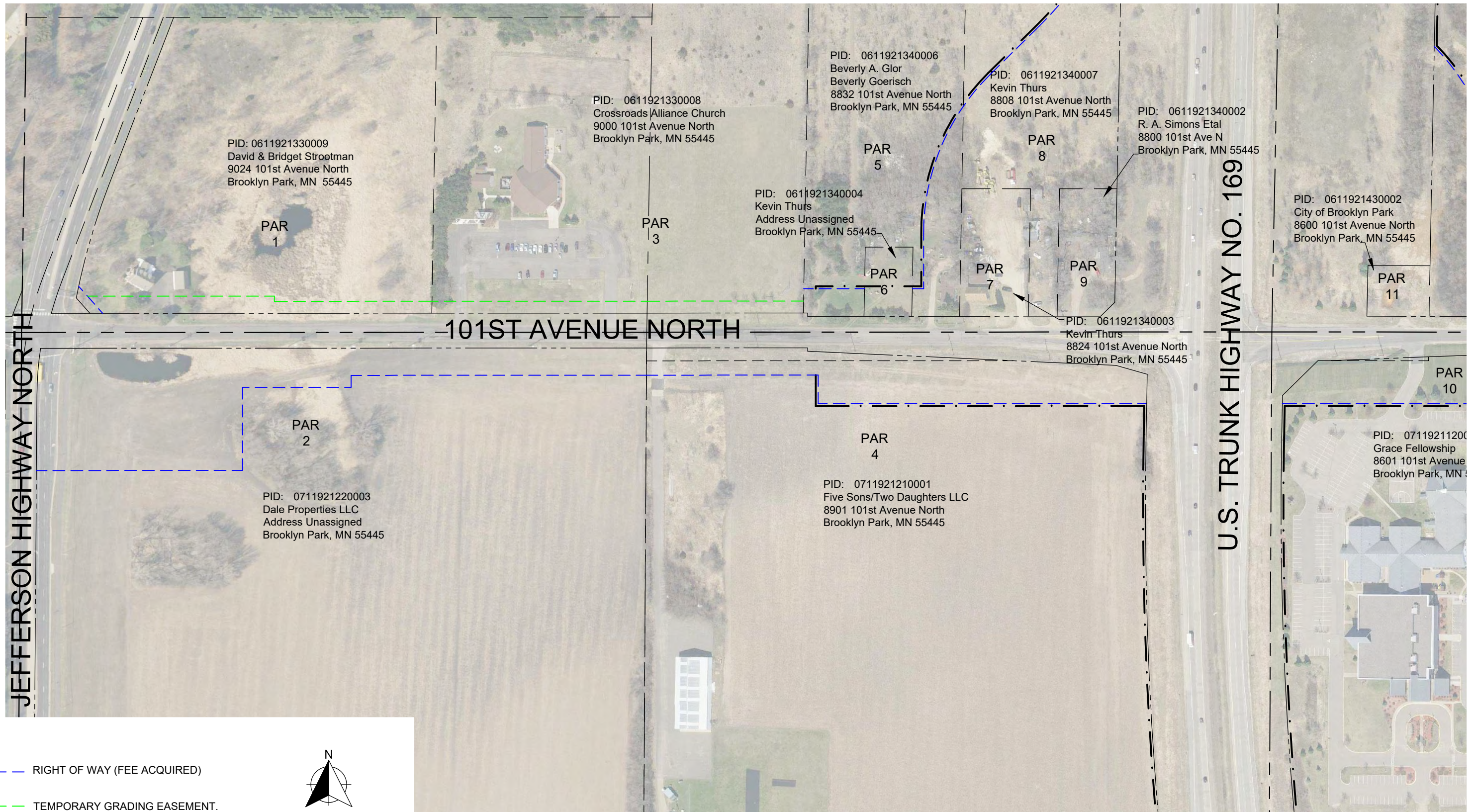


LEGEND

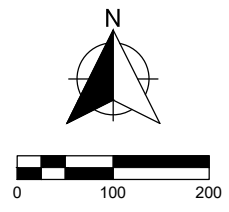
 PROPOSED PROJECT

Brooklyn Park 

NO SCALE



— — — — RIGHT OF WAY (FEE ACQUIRED)
 - - - - TEMPORARY GRADING EASEMENT.



Prepared by:



TH 169 / 101st Avenue Interchange
 Parcel Layout Exhibit
 Brooklyn Park, Minnesota

WSB Project No. 012336-000 Date: 12/10/18



SHEET 1 / 2

QUIT CLAIM DEED

Deed Tax Due: \$1.70

Date: _____, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the State of Minnesota, by _____, its Commissioner of Transportation, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

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

together with all hereditaments and appurtenances.

The subdivision created by this instrument has been approved by the governing body of the City of Brooklyn Park

Jay Stroebel, City Manager

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:
CITY OF BROOKLYN PARK

By: _____
Hollies J. Winston, Mayor

By: _____
Jay Stroebel, City Manager

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this _____ day of _____, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

State of Minnesota, Department of Transportation
Attn: _____
395 John Ireland Blvd.
St. Paul, MN 55155

Exhibit A
Legal Description of the Property

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to

south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Abstract Property

AND

Parcel 5

All that part of the following described property:

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

Lying easterly, southerly, and southeasterly of the following described line:

Commencing at the southeast corner of Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 951.92 feet; thence North 01 degrees 00 minutes 27 seconds East, 33.01 feet to the

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

PID No. 06-119-21-34-0006
Certificate of Title No. 1492659

AND

Parcel 6

The North 58.00 feet of the South 91.00 feet of the following described property:

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21.

Certificate of Title No. 1501964

QUIT CLAIM DEED

Deed Tax Due: \$1.70

Date: _____, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the State of Minnesota, by _____, its Commissioner of Transportation, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

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

together with all hereditaments and appurtenances.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:
CITY OF BROOKLYN PARK

By: _____
Hollies J. Winston, Mayor

By: _____
Jay Stroebel, City Manager

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this _____ day of _____, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

State of Minnesota, Department of Transportation
Attn: _____
395 John Ireland Blvd.
St. Paul, MN 55155

Exhibit A
Legal Description of the Property

Parcel 7

The West 144 feet of the South 300 feet of West Half of the East Half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21, Hennepin County, Minnesota.

Torrens Certificate No. 1501964

AND

Parcel 8

That part of the following described property:

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract: Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road;

Lying southeasterly of the following described line:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Certificate of Title No. 1501964

AND

Parcel 9

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

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

Beginning at a point on a line run parallel with and distant 33 feet North of the South line of said Section 6, distant 100 feet Westerly of its intersection with a line run parallel with and distant 184 feet Westerly of Line A, described below; thence Run Northeasterly to a point on said 184 foot parallel line, distant 100 feet Northerly of said intersection and there terminating Line A. Beginning at a point in the South line of said Section 6, distant 2542.9 feet East of the Southwest corner thereof; thence run Northerly at an angle of 88 degrees 52 minutes 30 seconds with said South section line (measured from East to North) for 200 feet and there terminating.

PID No. 06-119-21-34-0002

AND

Parcel 10

That part of the North 150.00 feet of the West one-half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 119, Range 21, which lies easterly of a line run parallel with and distant 100 feet easterly of the following described line:

Beginning at a point on the North line of said Section 7, distant 75.02 feet West of the North Quarter corner thereof; thence run Southerly at an angle of 88 degrees 52 minutes 30 seconds with said North section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 00 degree 45 minutes 00 second curve (delta angle 12 degrees 48 minutes 35 seconds) for 1707.96 feet and there terminating:

Except a triangular tract adjoining and Easterly of the above described strip and Northwesterly of the following described line:

Beginning at a point on the Easterly boundary of the above described strip, distant 100 feet Southerly of its intersection with a line run parallel with and distant 33 feet

South of the North line of said Section 7; thence run Northeasterly to a point on said 33 foot parallel line, distant 100 feet Easterly of said intersection; thence continue to the North line of said Section 7;

And also except that part thereof which lies southerly of the southerly right-of-way line of the public road running along the North line of said Section 7 and Northerly of Line 1 described below:

Line 1. Beginning at a point on the North line of said Section 7, distant 794.98 feet East of the North Quarter corner thereof; thence run Southerly at right angles to said North section line for 33 feet; thence run Westerly to a point distant 50 feet Southerly (measured at right angles) of a point on said North section line, distant 424.98 feet East of the North Quarter corner thereof; thence run Westerly to a point distant 60 feet Southerly (measured at right angles) of a point on said North section line, distant 124.98 feet East of the North Quarter corner thereof; thence run Westerly parallel with said North section line to its intersection with the West line of the first tract described above and there terminating;

Subject to a limitation of the right of access from part of the above described premises to Trunk Highway No. 52, as acquired by the State in Deed Doc No. 866815.

Certificate of Title No. 1503588

AND

Parcel 11

The East 130 feet of that part of the West Quarter of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21 lying South of a line 139 feet North of and drawn parallel with the South line of said West Quarter except road, Hennepin County, Minnesota.

Certificate of Title No. 1044651

AND

Parcel 12

All that part of the following-described property located in Hennepin County, Minnesota:

The East three-quarters of the Southwest Quarter of the Southeast Quarter of Section 6, Township 119, Range 21; lying southerly and westerly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence South 89 degrees 56 minutes 01 seconds East, assumed bearing, along the south line of said Southwest Quarter 328.55 feet to the west line of the East Three-Quarters of said Southwest Quarter of the Southeast

Quarter; thence North 01 degrees 07 minutes 50 seconds East, along said west line 598.19 feet to the beginning of the line to be described; thence South 44 degrees 01 minutes 56 seconds East 4.19 feet; thence southerly 357.68 feet along a tangential curve concave to the southwest having a radius of 465.97 feet and a central angle of 43 degrees 58 minutes 49 seconds; thence South 00 degrees 03 minutes 07 seconds East, tangent to last described curve, 150.20 feet; thence North 90 degrees 00 minutes 00 seconds East 155.56 feet; thence South 00 degrees 00 minutes 00 seconds East 36.46 feet; thence North 90 degrees 00 minutes 00 seconds East 225.41 feet; thence southeasterly 257.81 feet along a tangential curve concave to the southwest having a radius of 620.00 feet and a central angle of 23 degrees 49 minutes 31 seconds to the northerly right of way line of 101st Avenue North and there terminating.

PID No. 06-119-21-43-0008

QUIT CLAIM DEED

Deed Tax Due: \$1.70

Date: _____, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the Brooklyn Park Economic Development Authority, a Minnesota public body corporate and politic, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

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

together with all hereditaments and appurtenances.

The subdivision created by this instrument has been approved by the governing body of the City of Brooklyn Park

Jay Stroebel, City Manager

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:
CITY OF BROOKLYN PARK

By: _____
Hollies J. Winston, Mayor

By: _____
Jay Stroebel, City Manager

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this _____ day of _____, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

Brooklyn Park Economic Development Authority
Attn: Executive Director
5200 85th Ave. N.
Brooklyn Park, MN 55443

Exhibit A
Legal Description of the Property

Parcel 5

All that part of the following described property:

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

EXCEPT that part lying easterly, southerly, and southeasterly of the following described line:

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

PID No. 06-119-21-34-0006
Certificate of Title No. 1492659

AND

Parcel 6

The South 178.00 feet of the West 100.00 feet of the East 200.00 feet of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 119, Range 21, Hennepin County, Minnesota, except the north 58.00 feet of the South 91.00 feet thereof; and except the South 33.00 feet thereof.

PID No. 06-119-21-34-0009
Certificate of Title No. 1502114

QUIT CLAIM DEED

Deed Tax Due: \$1.70

Date: _____, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the Brooklyn Park Economic Development Authority, a Minnesota public body corporate and politic, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

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

together with all hereditaments and appurtenances.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:
CITY OF BROOKLYN PARK

By: _____
Hollies J. Winston, Mayor

By: _____
Jay Stroebel, City Manager

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this _____ day of _____, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

Brooklyn Park Economic Development Authority
Attn: Executive Director
5200 85th Ave. N.
Brooklyn Park, MN 55443

Exhibit A
Legal Description of the Property

Parcel 8

Par 1: The West half of the East half of the Southeast Quarter of the Southwest Quarter, Section 6, Township 119, Range 21, excepting road, and except the North 340 feet thereof, and except the West 144 feet of the South 300 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter; and except the South 300 feet of the East 132 feet of said West half of the East half of the Southeast Quarter of the Southwest Quarter as measured along the East and South lines thereof; and

Par 2: The West 9.0 feet of the following described tract:
Commencing at the Southeast corner of the West half of the East half of the Southeast Quarter of the Southwest Quarter in Section 6, Township 119, Range 21; thence North 300 feet along the East line of said West half of the East half of the Southeast Quarter of the Southwest Quarter; thence West 132 feet parallel with South line of said tract; thence South 300 feet parallel with East line of said tract; thence East 132 feet along the South line of said tract to point of beginning, except road; and

EXCEPT that part of Par 1 and Par 2, described above, lying southeasterly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 58 minutes 16 seconds West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 654.62 feet to the west line of the West Half of the East Half of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 02 minutes 26 seconds East, along said west line 432.21 feet to the beginning of the line to be described; thence northeasterly, 31.22 feet along a non-tangential curve concave to the southeast, having a radius of 384.00 feet, a central angle of 04 degrees 39 minutes 31 seconds, and a chord bearing North 40 degrees 36 minutes 44 seconds East; thence North 42 degrees 56 minutes 29 seconds East, tangent to last described curve, 236.72 feet; thence northeasterly, 286.39 feet along a tangential curve concave to the northwest, having a radius of 764.83 feet and a central angle of 21 degrees 27 minutes 17 seconds to the westerly right of way line of United States Trunk Highway 169 and there terminating.

Subject to a limitation on access to 101st Avenue North, Document No. T5652656

Torrens Certificate Number 1502114

QUIT CLAIM DEED

Deed Tax Due: \$1.70

Date: _____, 2024

Total consideration for this transfer is \$3000.00 or less.

FOR VALUABLE CONSIDERATION, the City of Brooklyn Park, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to the City of Brooklyn Park, a Minnesota municipal corporation, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

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

together with all hereditaments and appurtenances.

The subdivision created by this instrument has been approved by the governing body of the City of Brooklyn Park

Jay Stroebel, City Manager

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:
CITY OF BROOKLYN PARK

By: _____
Hollies J. Winston, Mayor

By: _____
Jay Stroebel, City Manager

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this _____ day of _____, 2024, by Hollies J. Winston and Jay Stroebel, the Mayor and City Manager for the City of Brooklyn Park, a Minnesota municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

City of Brooklyn Park
Attn: City Manager
5200 85th Ave. N.
Brooklyn Park, MN 55443

Exhibit A
Legal Description of the Property

Parcel 4

All that part of the following described property:

The Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21, Hennepin County, Minnesota, except that part thereof described as follows:

All that part of the following described tract: The East Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119, Range 21 West; which lies easterly of a line run parallel with and distant 184 feet westerly of the following described line:

Beginning at a point on the north line of said section 7, distant 75.02 feet west of the north Quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds with said north section line (when measured from west to south) for 218.91 feet; thence deflect to the left on a 0 degree 45 minute curve (Delta angle 12 degrees 48 minutes 35 seconds) for 1,707.96 feet and there terminating.

EXCEPT

That part of Tract A described below:

Tract A. That part of the Northeast Quarter of the Northwest Quarter of Section 7, Township 119 North, Range 21 West, Hennepin County, Minnesota, which lies westerly of the westerly right of way line of Trunk Highway No. 169 as now located and established, and southerly of the southerly right of way line of the public road running along the north line of said Section 7; which lies northerly of Line 1 described below:

Line 1. From a point on Line 2 described below, distant 92.50 feet southerly of its point of beginning, run westerly at right angles to said Line 2 for 184 feet to the point of beginning of Line 1 to be described; thence run northwesterly to a point distant 70 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 325.02 feet westerly of the north quarter corner thereof; thence run westerly to a point distant 40 feet southerly (measured at right angles) of a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof; thence run northerly to a point on the north line of said Section 7, distant 975.02 feet west of the north quarter corner thereof and there terminating;

Line 2. Beginning at a point on the north line of said Section 7, distant 75.02 feet west of the north quarter corner thereof; thence run southerly at an angle of 88 degrees 52 minutes 30 seconds from said north section line (measured from west to

south) for 200 feet and there terminating.

Lying northerly and easterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169 and the point of beginning of the line to be described; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

All that part of the above described property which lies westerly of Line A and northerly of Line B, said Lines A and B described as follows:

Line A: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet to the point of beginning of said Line A to be described; thence North 00 degrees 03 minutes 07 seconds West, 108.98 feet to the south right of way line of 101st Avenue North and said line there terminating.

Line B: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 06 seconds West, assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter, 150.00 feet; thence South 89 degrees 58 minutes 16 seconds West, 261.32 feet to the westerly right of way line of United States Trunk Highway 169; thence continuing South 89 degrees 58 minutes 16 seconds West, 687.96 feet; thence North 00 degrees 03 minutes 07 seconds West, 92.57 feet to the point of beginning of said Line B to be described; thence North 85 degrees 11 minutes 24 seconds West, 112.29 feet; thence South 89 degrees 56 minutes 53 seconds West, 247.51 feet to the west line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2019-21

AUTHORIZING AN AMENDMENT TO THE EDA GENERAL FUND BUDGET IN THE AMOUNT OF \$1,247,000 TO TRANSFER FUNDS TO THE CITY FOR ACQUISITION OF PARCEL 5 – 8832 101st AVENUE NORTH FOR THE 101st AVENUE AND HIGHWAY 169 INTERCHANGE PROJECT, CIP 4042-19

WHEREAS, the Brooklyn Park Economic Development Authority (the “EDA”) and the City of Brooklyn Park (the “City”) are undertaking a highway interchange project located at Highway 169 and 101st Avenue in the City (the “Project”), which is expected to cost approximately \$28.2 million;

WHEREAS, the EDA and the City have determined the Project is needed because it contributes to the economic development potential of the community by allowing nearby business parks and mixed-use neighborhoods to expand;

WHEREAS, EDA desires to transfer \$1,247,000 from its general fund budget to the City for the acquisition of Parcel 5 – 8832 101st Avenue North, a portion of which will be used for the Project and a portion of which will be held for future redevelopment; and

WHEREAS, the EDA has determined that it is necessary to amend its general fund budget to provide for the transfer of money to the City in order for the City to acquire such property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Brooklyn Park Economic Development Authority (the “Board”) as follows:


1. The EDA finds (a) that its objectives in encouraging development, redevelopment and expansion of commercial properties within the City would be advanced by the Project and (b) that the expenditure of EDA funds for the acquisition of Parcel 5 – 8832 101st Avenue North for the Project and for redevelopment purposes is necessary in order to fully develop that area of the City.
2. The EDA hereby appropriates and commits to transfer to the City up to \$1,247,000 to pay costs of the acquisition of Parcel 5 – 8832 101st Avenue North and authorizes the expenditure of available EDA general fund dollars for such purpose in the amount of up to \$1,247,000 or such amount as determined necessary for such purpose by the Executive Director of the EDA in consultation with City Engineer.
3. The EDA hereby authorizes an amendment to its budget consistent with the transfer authorized above for the acquisition of Parcel 5 – 8832 101st Avenue North.

RESOLUTION #2019-21 AUTHORIZING AN AMENDMENT TO THE EDA GENERAL FUND BUDGET IN THE AMOUNT OF \$1,247,000 TO TRANSFER FUNDS TO THE CITY FOR ACQUISITION OF PARCEL 5 – 8832 101st AVENUE NORTH FOR THE 101st AVENUE AND HIGHWAY 169 INTERCHANGE PROJECT, CIP 4042-19

Page 2

The foregoing resolution was introduced by EDA Commissioner West-Hafner and duly seconded by EDA Commissioner Russell. The following commissioners voted in favor of the resolution: Lisa Jacobson, Jeffrey Lunde, Terry Parks, Susan Pha, Wynfred Russell and Tonja West-Hafner. The following voted against: Mark Mata. The following were absent: None. Whereupon the resolution was adopted.

ADOPTED: SEPTEMBER 23, 2019



JEFFREY LUNDE
PRESIDENT




KIM BERGGREN
EXECUTIVE DIRECTOR

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF BROOKLYN PARK

I, the undersigned, being the duly qualified Secretary of the Brooklyn Park Economic Development Authority, hereby certify that the above resolution is a true and correct copy of the resolution as adopted by the Brooklyn Park Economic Development Authority of the City of Brooklyn Park on September 23, 2019.

WITNESS my hand officially as Economic Development Authority Secretary this 21 day of October 2019.



THERESA FREUND
EDA SECRETARY



THE BROOKLYN PARK ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN PARK

RESOLUTION #2020-4

AUTHORIZING AN AMENDMENT TO THE EDA GENERAL FUND BUDGET IN THE AMOUNT OF \$638,084 TO TRANSFER FUNDS TO THE CITY FOR ACQUISITION OF PARCELS 6, 7, and 8 FOR THE 101st AVENUE AND HIGHWAY 169 INTERCHANGE PROJECT, CIP 4042-19

WHEREAS, the Brooklyn Park Economic Development Authority (the “EDA”) and the City of Brooklyn Park (the “City”) are undertaking a highway interchange project located at Highway 169 and 101st Avenue in the City (the “Project”), which is expected to cost approximately \$28.2 million;

WHEREAS, the EDA and the City have determined the Project is needed because it contributes to the economic development potential of the community by allowing nearby business parks and mixed-use neighborhoods to expand;

WHEREAS, EDA desires to transfer \$638,084 from its general fund budget to the City for the acquisition of Parcels 6, 7, and 8, a portion of which will be used for the Project and a portion of which will be held for future redevelopment; and

WHEREAS, the EDA has determined that it is necessary to amend its general fund budget to provide for the transfer of money to the City in order for the City to acquire such property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Brooklyn Park Economic Development Authority (the “Board”) as follows:

1. The EDA finds (a) that its objectives in encouraging development, redevelopment and expansion of commercial properties within the City would be advanced by the Project and (b) that the expenditure of EDA funds for the acquisition of Parcels 6, 7, and 8 for the Project and for redevelopment purposes is necessary in order to fully develop that area of the City.
2. The EDA hereby appropriates and commits to transfer to the City up to \$638,084 to pay costs of the acquisition of Parcels 6, 7, and 8 and authorizes the expenditure of available EDA general fund dollars for such purpose in the amount of up to \$1,712,060 or such amount as determined necessary for such purpose by the Executive Director of the EDA in consultation with City Engineer.
3. The EDA hereby authorizes an amendment to its budget consistent with the transfer authorized above for the acquisition of Parcel 6, 7, and 8.

The foregoing resolution was introduced by EDA Commissioner Jeff Lunde and duly seconded by EDA Treasurer Lisa Jacobson. The following commissioners voted in favor of the resolution: Lisa Jacobson, Jeffrey Lunde, Terry Parks, Susan Pha, Wynfred Russell and Tonja West-Hafner. The following voted against: Mark Mata. The following were absent: None. Whereupon the resolution was adopted.

RESOLUTION #2020-4 AUTHORIZING AN AMENDMENT TO THE EDA GENERAL FUND BUDGET IN THE AMOUNT OF \$1,712,060 TO TRANSFER FUNDS TO THE CITY FOR ACQUISITION OF PARCELS 6, 7, and 8 FOR THE 101st AVENUE AND HIGHWAY 169 INTERCHANGE PROJECT, CIP 4042-19

Page 2

ADOPTED: March 30, 2020

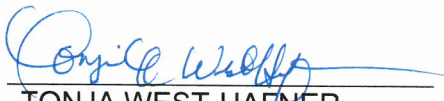

JEFFREY LUNDE
PRESIDENT

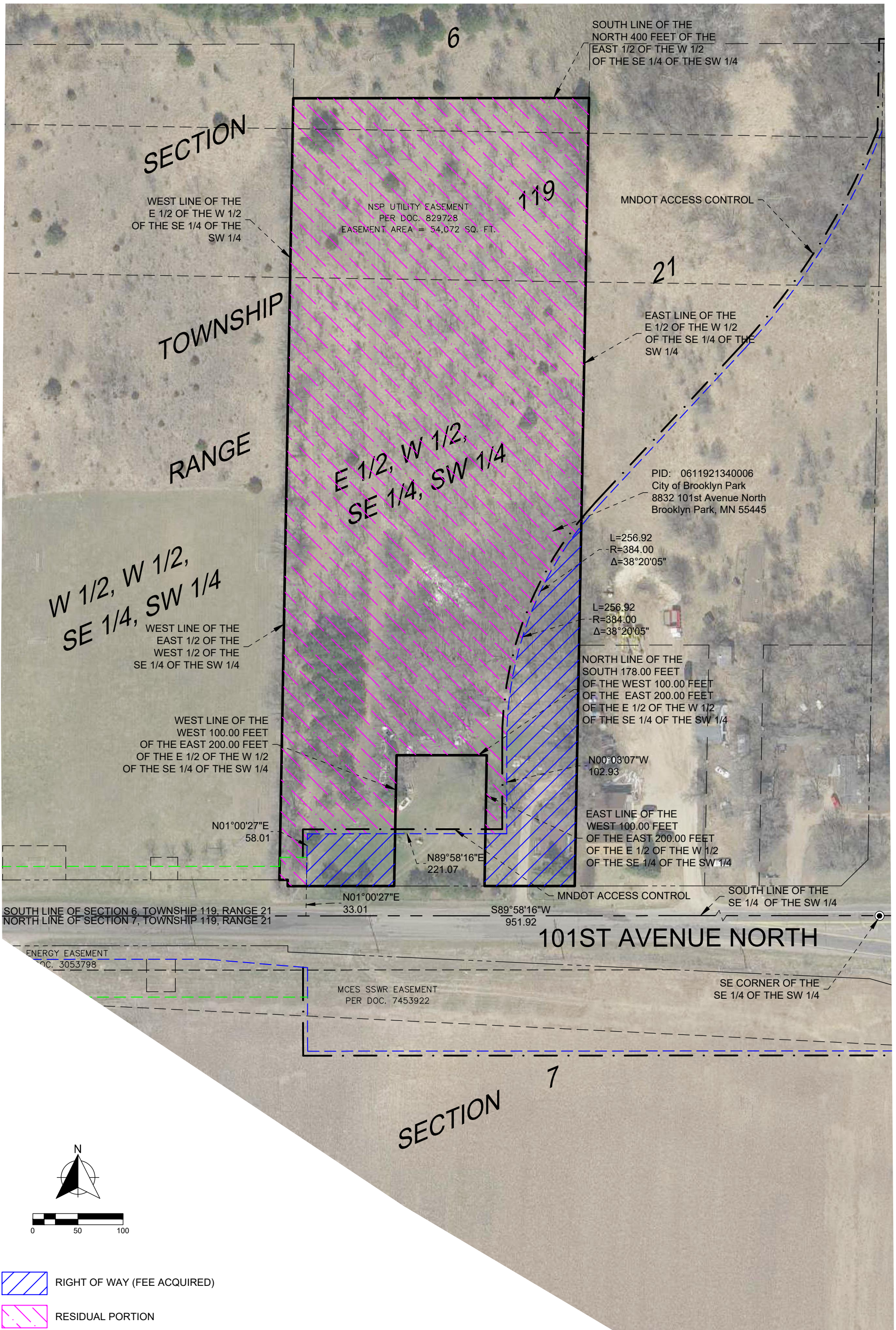

KIM BERGGREN
EXECUTIVE DIRECTOR

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF BROOKLYN PARK

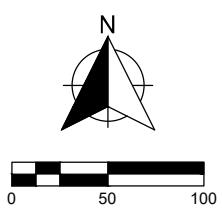
I, the undersigned, being the duly qualified Secretary of the Brooklyn Park Economic Development Authority, hereby certify that the above resolution is a true and correct copy of the resolution as adopted by the Brooklyn Park Economic Development Authority of the City of Brooklyn Park on March 30, 2020.



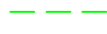
WITNESS my hand officially as Economic Development Authority Secretary this 03rd day of ~~April~~ June 2020.


TONJA WEST-HAFNER
EDA SECRETARY



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-  RIGHT OF WAY (FEE ACQUIRED)
-  RESIDUAL PORTION
-  TEMPORARY GRADING EASEMENT LINE

Prepared by:



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

WSB Project No. 024011-000 Date: 11/21/23



W 1/2, W 1/2,
SE 1/4, SW 1/4

E 1/2, W 1/2,
SE 1/4, SW 1/4
6

SECTION

WEST LINE OF THE
WEST 100.00 FEET
OF THE EAST 200.00 FEET
OF THE E1/2 OF THE W 1/2
OF THE SE1/4 OF THE SW1/4

MNDOT ACCESS CONTROL

NORTH LINE OF THE
SOUTH 178.00 FEET
OF THE WEST 100.00 FEET
OF THE EAST 200.00 FEET
OF THE E1/2 OF THE W 1/2
OF THE SE1/4 OF THE SW1/4

PID: 0611921340009
City of Brooklyn Park
Address Unassigned
Brooklyn Park, MN 55445

EAST LINE OF THE
WEST 100.00 FEET
OF THE EAST 200.00 FEET
OF THE E1/2 OF THE W 1/2
OF THE SE1/4 OF THE SW1/4

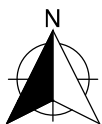
SOUTH LINE OF SECTION 6, TOWNSHIP 119, RANGE 21
NORTH LINE OF SECTION 7, TOWNSHIP 119, RANGE 21

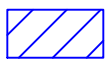


101ST AVENUE NORTH

EASEMENT
53798

MCES SSWR EASEMENT
PER DOC. 7453922

SECTION
7



-  RIGHT OF WAY (FEE ACQUIRED)
-  RESIDUAL PORTION
-  TEMPORARY GRADING EASEMENT LINE

Prepared by:

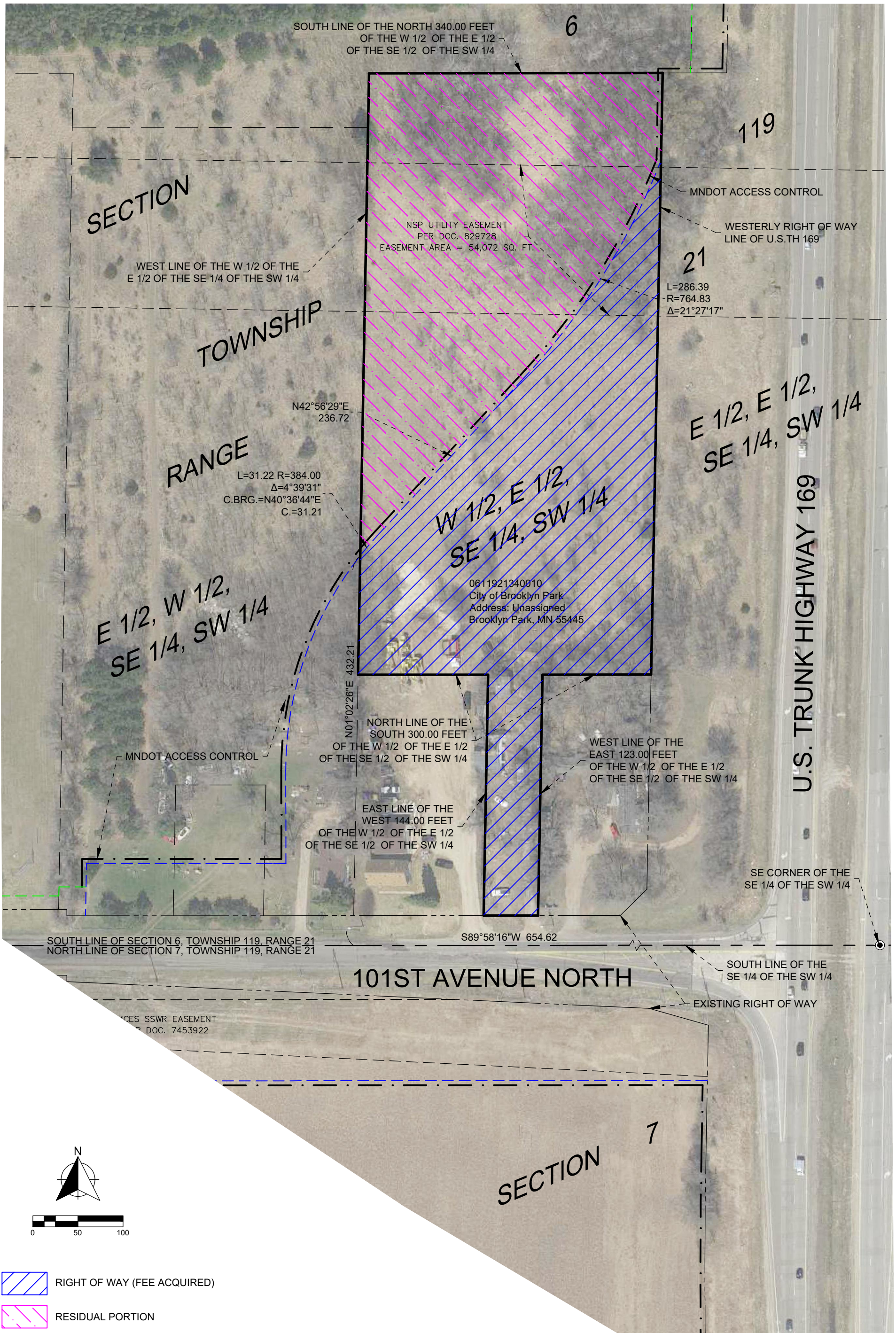


TH 169 / 101st Avenue Interchange
Residual Portion Exhibit
Parcel 6
Address Unassigned
Brooklyn Park, Minnesota

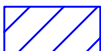


WSB Project No. 024011-000

Date: 11/21/23





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-  RIGHT OF WAY (FEE ACQUIRED)
-  RESIDUAL PORTION
-  TEMPORARY GRADING EASEMENT LINE

Prepared by:



TH 169 / 101st Avenue Interchange
 Residual Portion Exhibit
 Parcel 8
 Address: Unassigned
 Brooklyn Park, Minnesota

WSB Project No. 024011-000

Date: 11/21/23



City of Brooklyn Park Request for Council Action

Agenda Item:	4.2	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	X	Prepared By:	Erin McDermott, Associate Planner
Ordinance:	N/A		
Attachments:	4	Presented By:	Paul Mogush, Planning Director
Item:	JJ's Fish & Chicken – Planning Case #23-120 Site Plan Review for an addition to an existing restaurant on a property zoned B2 – Neighborhood Retail Business		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN ADDITION TO AN EXISTING RESTAURANT AT 7749 ZANE AVENUE.

Overview:

Planning Commission:

The Planning Commission held a public hearing for this request at the February 14, 2024 Planning Commission Regular Meeting. No members of the public came to speak on this matter. The Planning Commission voted unanimously (6-0) to recommend the approval of the resolution as proposed.

This request is for the construction of an addition to the existing restaurant located at 7749 Zane Ave N. This addition will include a walk-up patio to serve pedestrian customers as well as customers to be seated inside the restaurant.

The existing structure on the property was constructed in 1962 as a Dairy Queen. At the time of development the Village of Brooklyn Park did not have a zoning ordinance in place.

Land Use Plan	Neighborhood Mixed Use
Current Zoning	B2 – Neighborhood Retail Business
Proposed Zoning	No proposed change
Site Area	0.83 acres
Conforms to	
Land Use Plan	Yes
Zoning Code	Yes
Subdivision Ordinance	Yes
Notification	Legal notice was published in the Sun Post, 55 Notices were mailed to properties within 500 feet, Proposed Development Sign was placed on the property, A Neighborhood email was sent to the Shingle Creek neighborhood.

60- and 120- Days (§15.99)

February 12, 2024; April 12, 2024

Previous Approvals:

In 1996, a CUP was issued to remove excess asphalt to reconfigure parking for this property and other adjacent properties to allow for internal circulation and to modify landscaping requirements for this site. This was further amended in 1998.

Current Conditions:

This site contains a 946 square foot restaurant that is currently vacant.

Land Use/Zoning (and Overlay):

This property is zoned B2- Neighborhood Retail Business and is guided Neighborhood Mixed Use by the 2040 Comprehensive Plan. Class I restaurants are a permitted use within the B2 zoning district, and this conforms to the Comprehensive Plan. This building was constructed prior to the adoption of the Brooklyn Park Zoning Ordinance, and the structure is considered legally nonconforming solely in the setback from the public rights-of-way. The nonconformity section of the Zoning Ordinance stipulates that nonconforming structures cannot be enlarged unless the expansion or alteration of buildings found to be non-conforming only by reason of height, setback or lot area may be permitted provided the structural non-conformity is not increased and the expansion complies with the performance standards of this chapter. (§152.054(A)(1)) As the only nonconformity of this structure is due to the setback, the expansion of this structure is permissible.

Proposed Development:

The applicant is proposing a 10ft by 40ft addition along the south side of the existing restaurant for additional cooking space, interior seating and a walk up window for outdoor service.

Site Plan Review:

Site plans must be reviewed against the evaluation criteria required by the Code (§ 152.033).

Lighting:

The current lighting complies with the lighting plan approved by CUP #96-164.55, which is still compliant with the zoning requirements for lighting in this zoning district.

Pedestrian Circulation:

The pedestrian circulation existing on site meets the zoning requirements. Section 152.132 states that sidewalks must be provided within all developments except single- or two- family residential in locations that provide convenient, safe pedestrian access as determined by the city between principal uses and must be as direct as possible to minimize distance and other impediments to walking. This site is served by sidewalk on both the north and east property lines adjacent to 78th and Zane avenues. The existing patio also provides access for pedestrians to the entrance of the building to the south of the structure.

Parking:

There are 36 parking spaces currently on site. Zoning regulations require 1 parking space for every 40 square feet of gross floor area of dining, and 1 parking space for every 80 square feet of kitchen area. The proposed site plan will have 33 parking spaces, which exceeds the 25 parking spaces required by the Zoning Ordinance.

Enclosures and Screening:

The proposed site has an existing waste enclosure which meets screening requirements for waste. The existing structure has a legally non-conforming unscreened rooftop HVAC unit. All rooftop HVAC units that are placed in different locations from the existing, or new rooftop HVAC units are required to meet screening requirements.

Landscaping:

Landscaping on this site complies with the approved landscaping plan as approved by CUP #96-164.55. The site is landscaped with street trees along Zane Avenue, with shrubs and building perimeter landscaping that meet the requirements established in the Zoning Code.

Architectural Standards:

The proposed addition matches the existing structure and is composed of brick and glass. Both brick and glazing are considered Class I materials, and the proposed addition complies with architectural requirements.

Roadways:

The site is located on the corner of 78th and Zane avenues, with two access points on 78th Avenue and one shared entrance on Zane Avenue.

Grading and Drainage:

There are no proposed changes to grading or drainage on the site.

Utilities:

The existing structure is already serviced by utilities, and the expansion of this restaurant can be supported.

The required findings of § 152.033 have been addressed and Staff recommends approval of the Site Plan Review.

Conditions of Approval:

Staff recommends the adoption of Resolution 2024 - ____ subject to the following conditions as listed in Section 4 of the resolution:

- 4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.
- 4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.
- 4.03 No burying of construction debris shall be permitted on the site.
- 4.04 Dust control and erosion measures must be in place to prevent for dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at time of building permit.

Primary Issues/Alternatives to Consider:

1. Recommend approval of the site plan as presented.
2. Recommend approval of the site plan with modifications.
3. Recommend denial the proposal based on certain findings.

Budgetary/Fiscal Issues:

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

Attachments:

- 4.2A RESOLUTION
- 4.2B PLANNING COMMISSION MINUTES
- 4.2C LOCATION MAP
- 4.2D PLAN SET

RESOLUTION #2024-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN ADDITION TO AN EXISTING RESTAURANT AT 7749 ZANE AVENUE.

Planning Commission File #23-120

WHEREAS, an application has been made by JDA Design Architects, Inc. on behalf of Mohammad Hussain for a Site Plan Review under the provisions of the City Code on properties legally described as:

Lot 3, Block 1 of Rittinger Park, Hennepin County, Minnesota

WHEREAS, the zoning of the property is B2 – Neighborhood Retail Business –in which Class I Restaurants are 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 February 14, 2024.

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

The Site Plan Review for the construction of an addition to the existing restaurant at 7749 Zane Avenue 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 dated October 27, 2023 are approved, subject to conditions listed below.
- 1.02 Building elevations for the offices and warehouse facilities dated October 27, 2023 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 \$_____, a cash bond in the amount of \$_____, and a developer’s escrow in the amount of \$_____ 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 for dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at time of building permit.

UNAPPROVED MINUTES**MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – February 14, 2024****6. PUBLIC HEARING**

- A. JJ's Fish and Chicken** – Planning Case #23-120, Site Plan Review for an addition to an existing restaurant on property zoned B2 - Neighborhood Retail Business located at 7749 Zane Avenue. N.

Associate Planner McDermott introduced the application for a site review for JJ's Fish and Chicken. They stated that the request would include an addition to the existing building, which was formerly Dairy Queen. They reviewed the adjacent uses and zoning, noting that restaurants are a permitted use and this use is consistent with future land use. They noted that the site improvements would also increase walkability. They stated that staff recommends approval as presented, subject to the conditions in the draft resolution.

Commission Chair Cavin opened the public hearing.

Seeing no one approach the podium, Commission Chair Cavin closed the public hearing.

Commissioner Kiekow commented that he is concerned with the activity around the site and the plan to keep the site clean. He asked for more information on the plans for trash disposal and addressing unruly patrons.

Associate Planner McDermott replied that the site would meet all requirements for waste disposal. They stated that the site plan was reviewed by both environmental health and police staff.

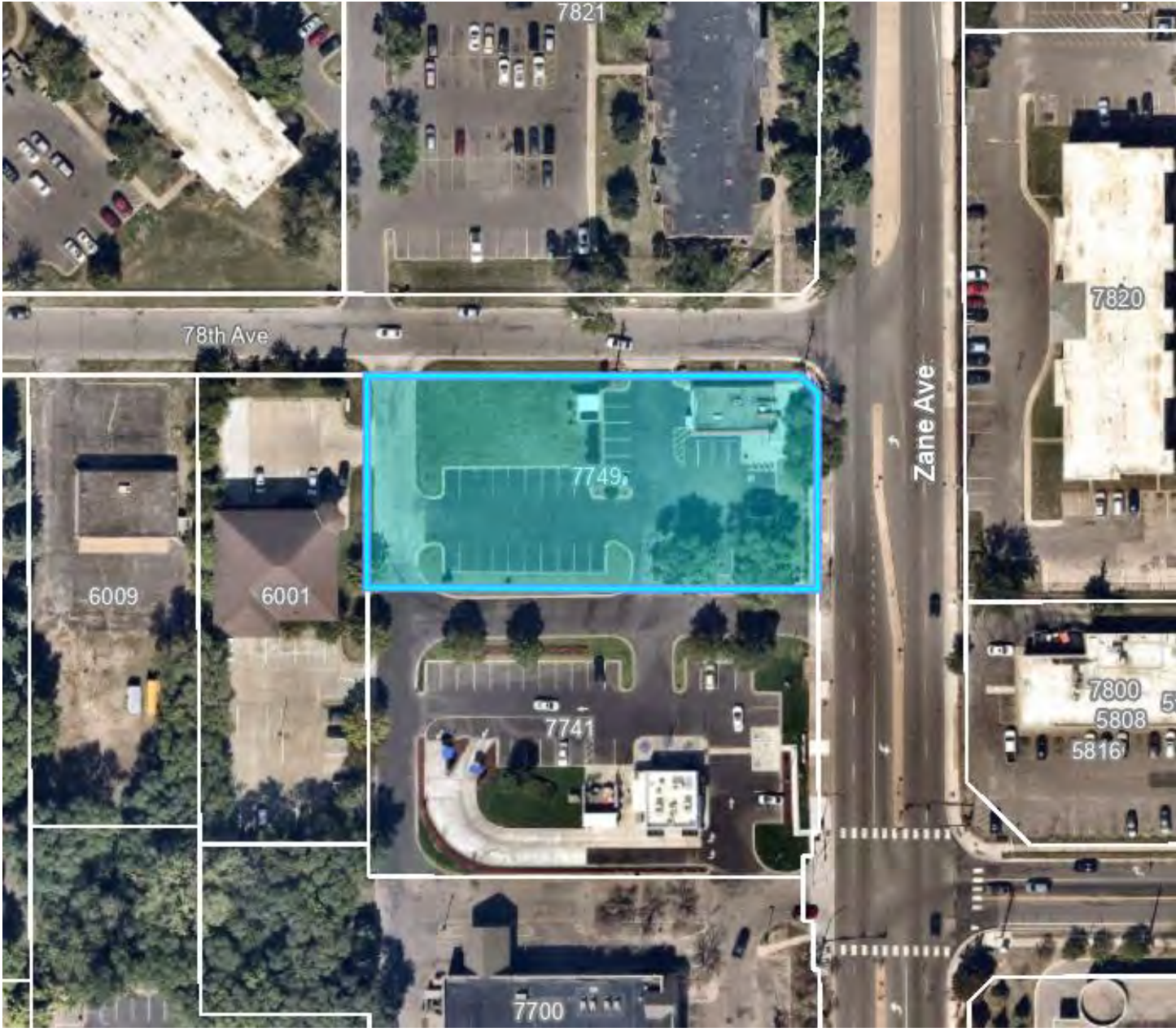
Commission Chair Cavin asked if this would be a second location in Brooklyn Park or whether the existing location would be closing.

Associate Planner McDermott replied that the existing JJ's in Brooklyn Park has a different owner and therefore would remain. They stated that this applicant does have another JJ's location but that is not within Brooklyn Park.

MOTION FRASER, SECOND TURNER TO RECOMMEND APPROVAL OF A SITE PLAN REVIEW FOR THE CONSTRUCTION OF AN ADDITION TO THE EXISTING RESTAURANT AT 7749 ZANE AVENUE N., SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

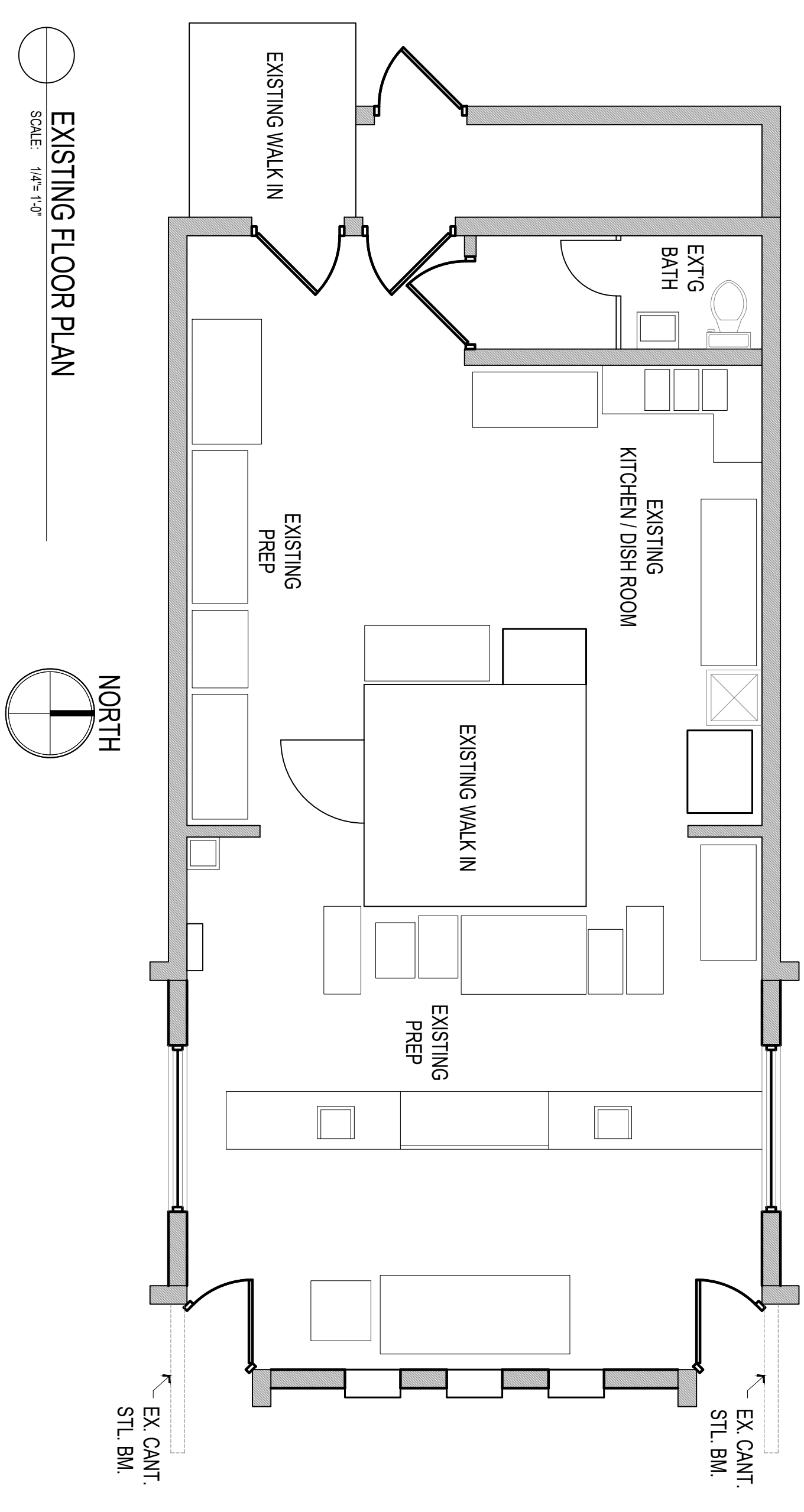
MOTION CARRIED UNANIMOUSLY.

Planning Director Mogush stated the public hearing item is scheduled to be reviewed at the City Council meeting on February 26, 2024.



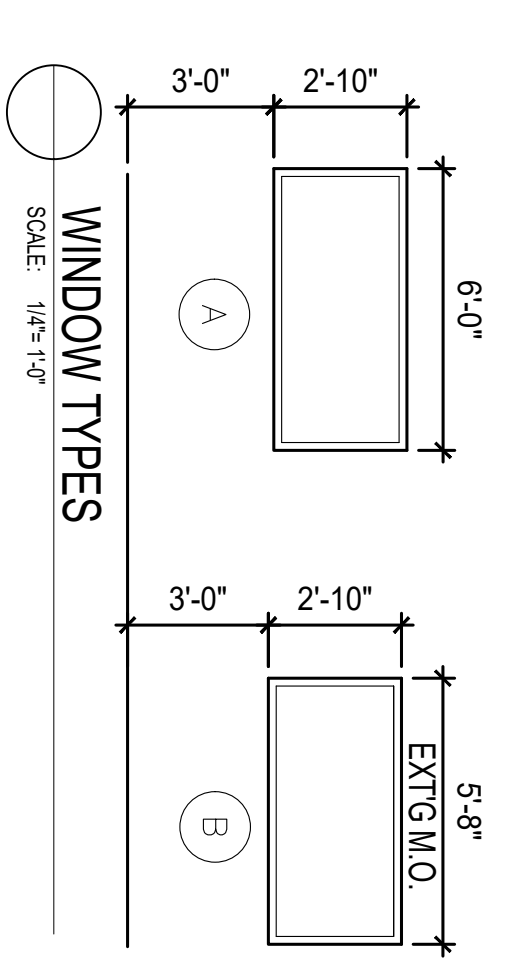
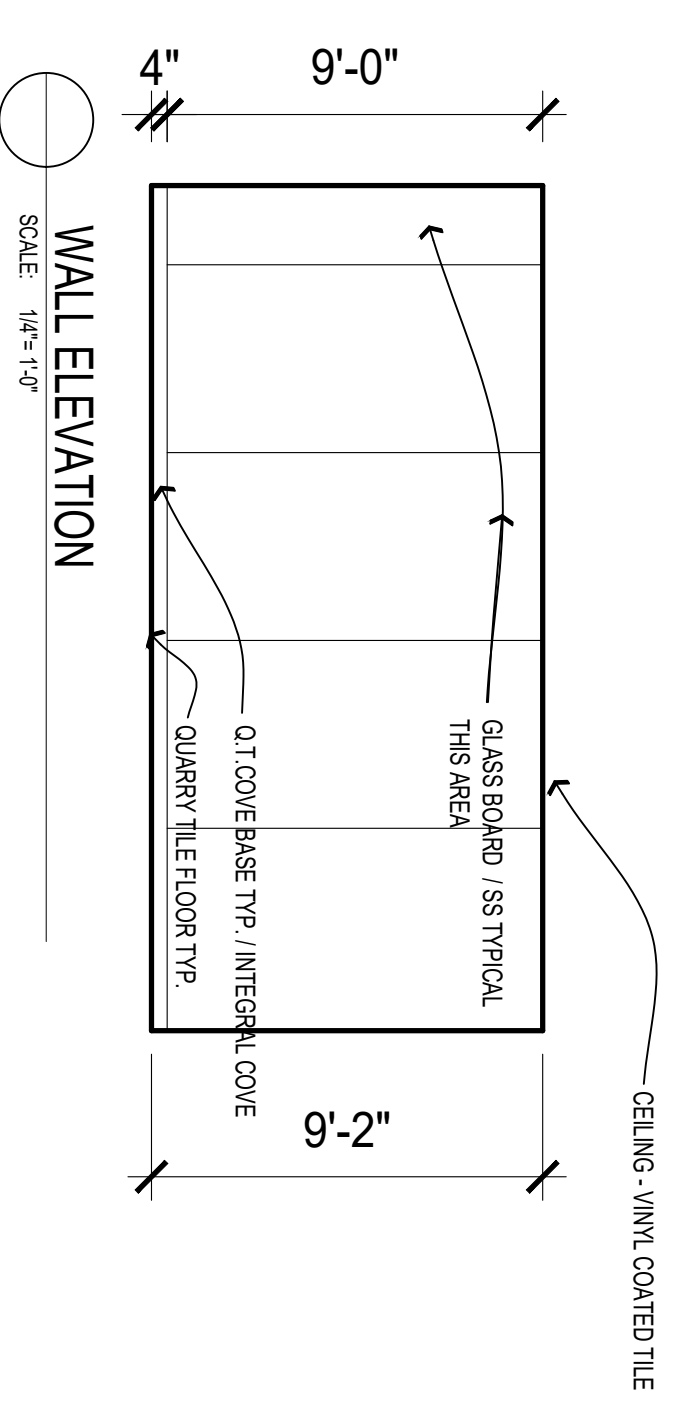
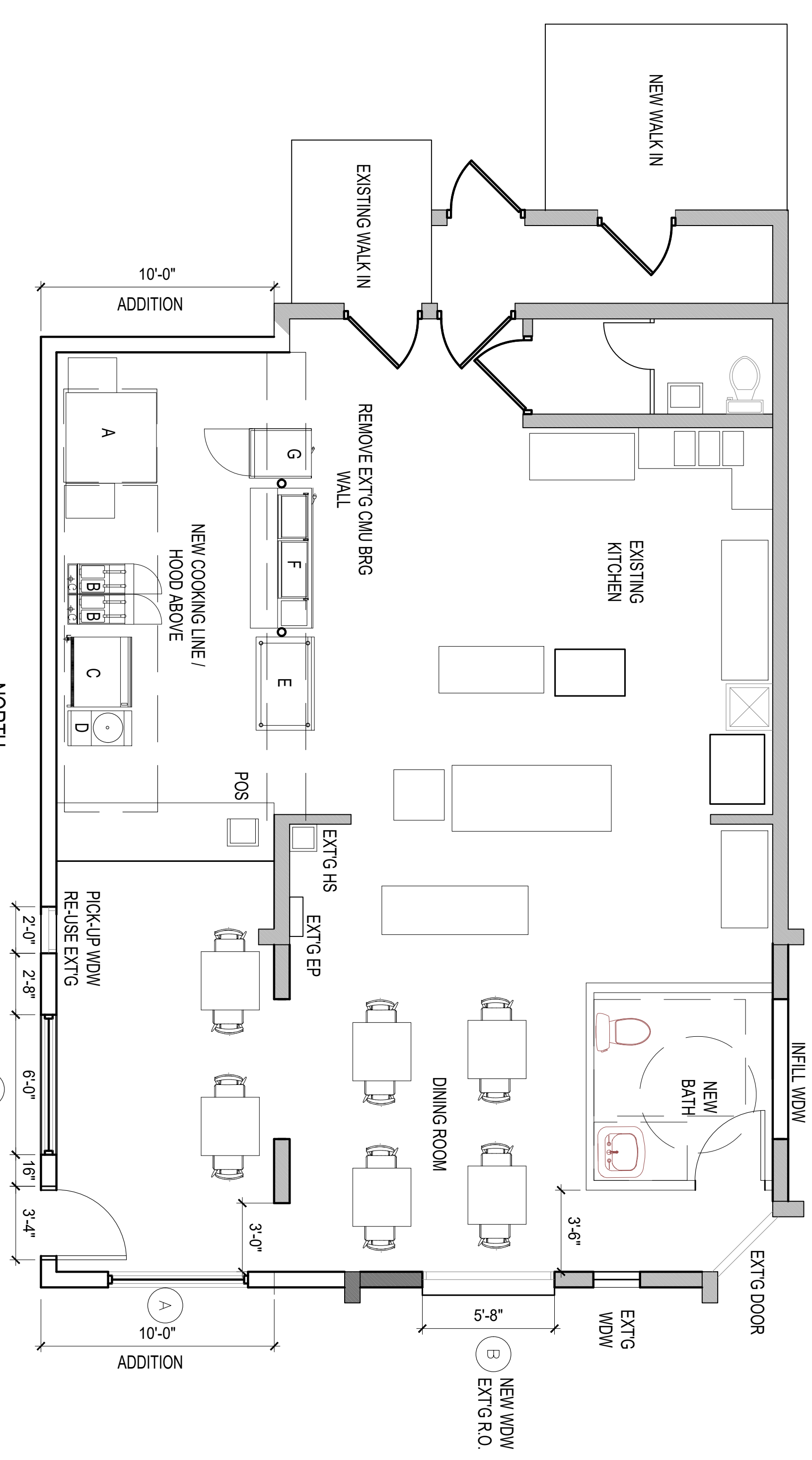
Site Plan Review for Existing Restaurant Expansion
Case #23-120 – 7749 Zane Ave N
Area of Request (August 2023 Air Photo)
7749 Zane Ave N

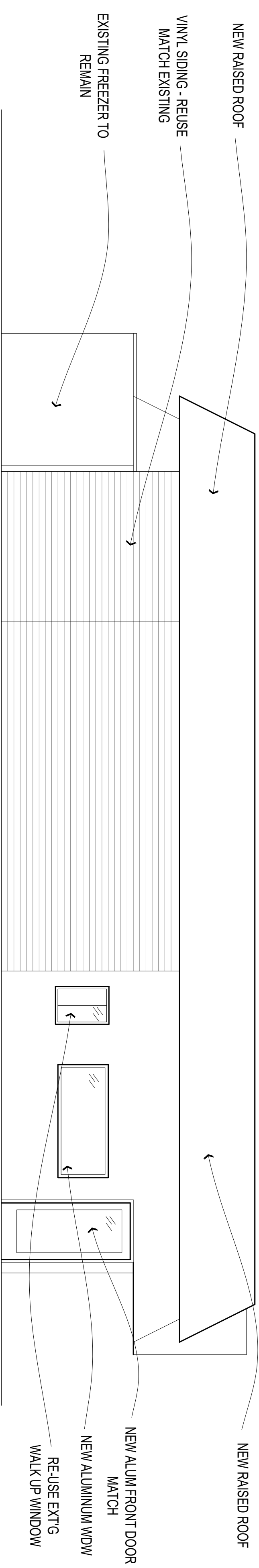




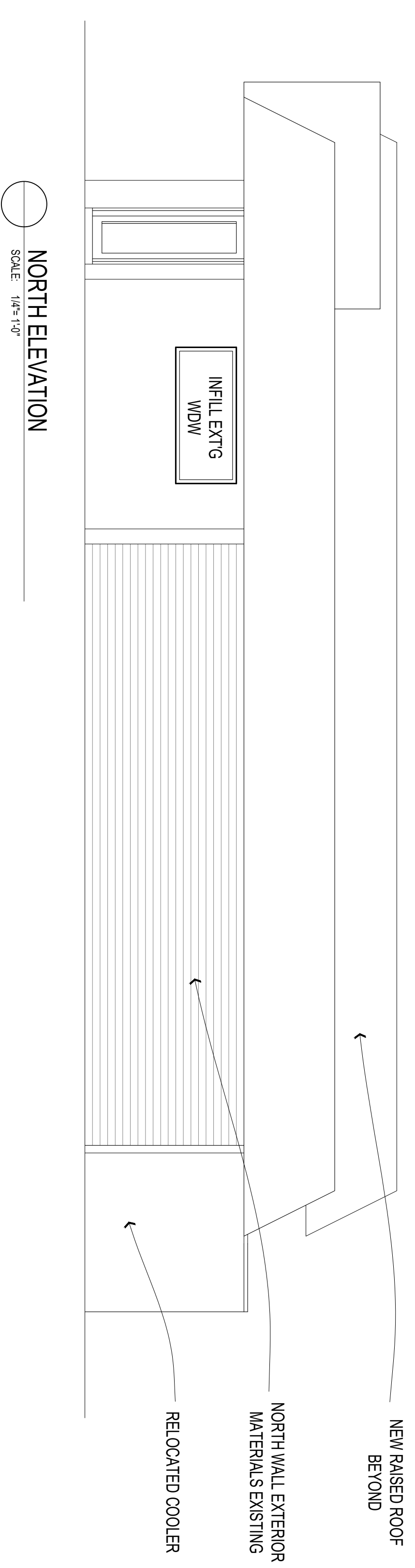
EQUIPMENT LIST

A	PIZZA OVEN
B	FRYERS - 2
C	36" GRIDDLE
D	18" GYRO
E	S.S. WORK TABLE
F	SANDWICH PREP
G	REACH IN
H	
I	
J	
K	
L	
M	
N	

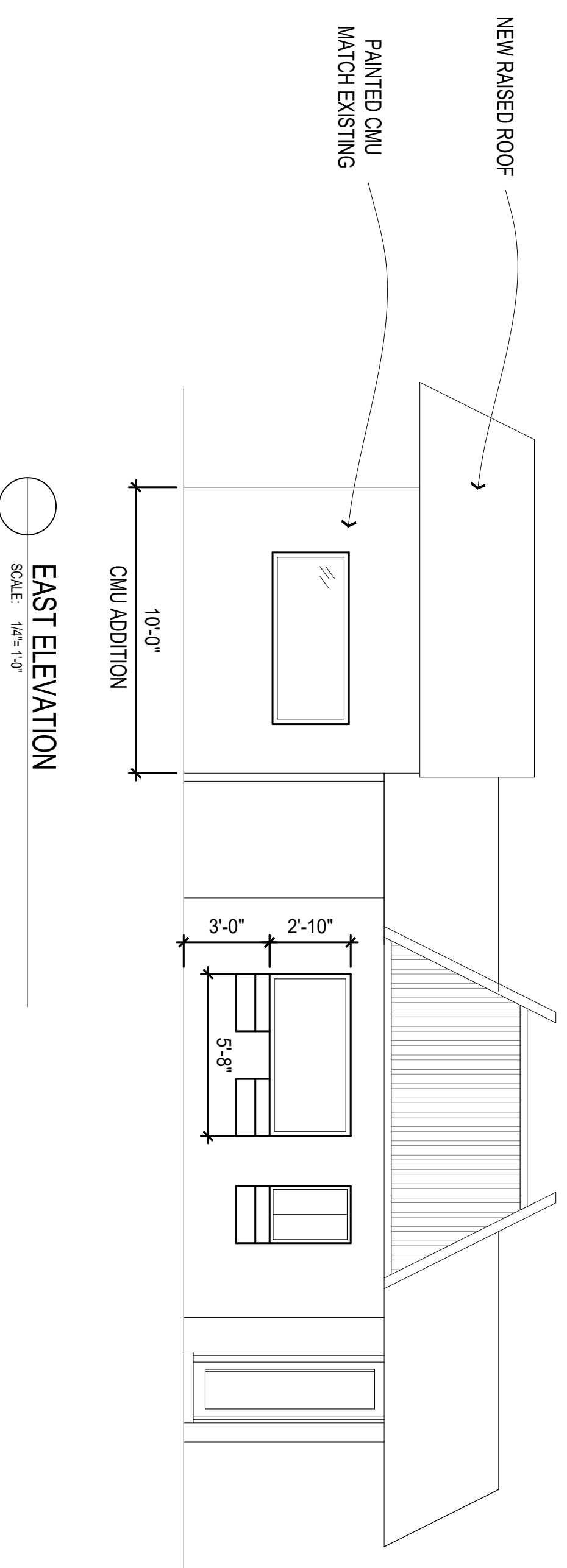




○ SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



○ NORTH ELEVATION
SCALE: 1/4" = 1'-0"



○ EAST ELEVATION
SCALE: 1/4" = 1'-0"

REVISION HISTORY:	
description	date

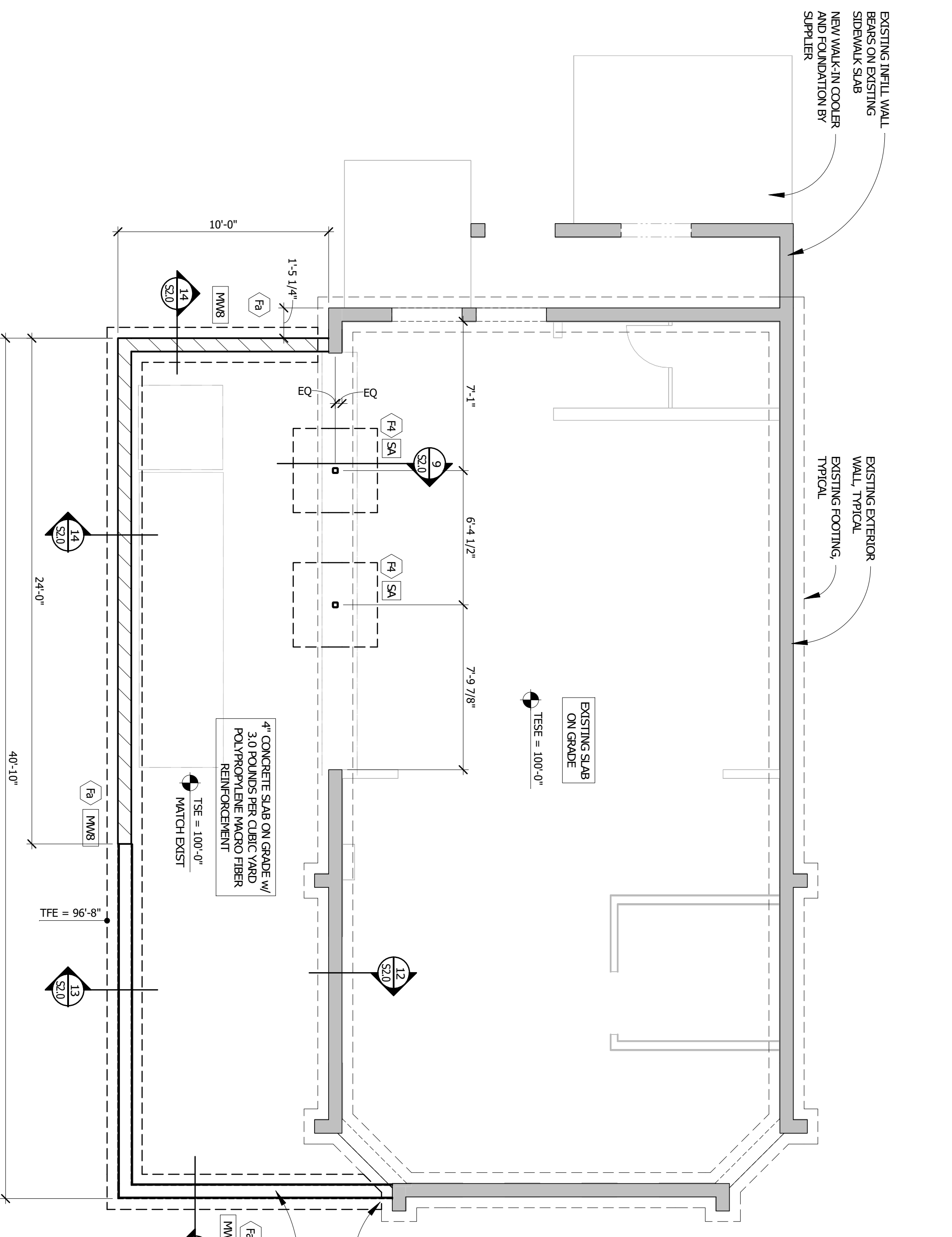
ISSUED FOR:
DESIGN REVIEW

ISSUE DATE:
OCTOBER 27, 2023
DRAWN BY: CLP/JDA
CHECKED BY: JDA

SHEET TITLE:
**EXTERIOR
ELEVATIONS**

SHEET NUMBER:

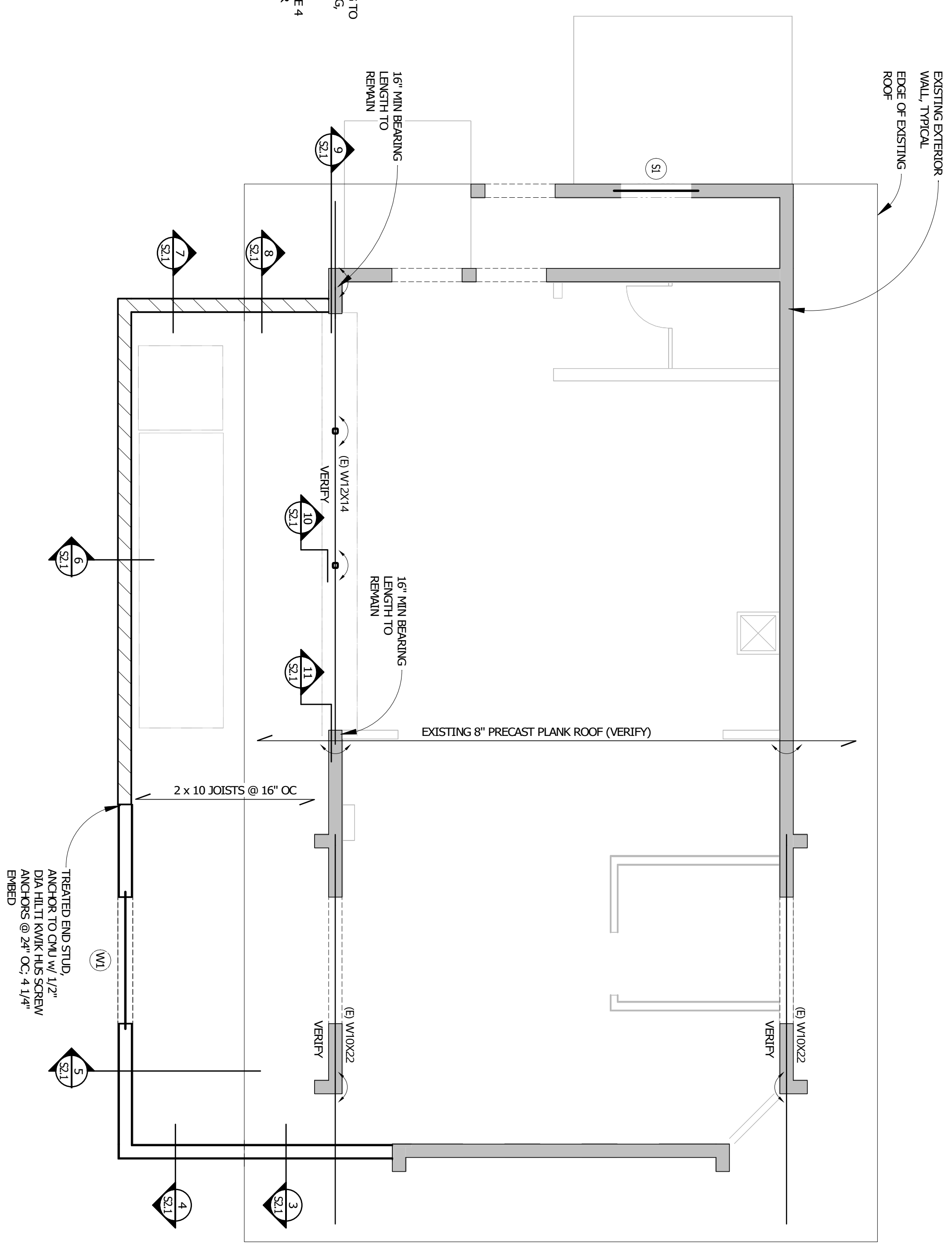
A2.0



1 FOUNDATION PLAN
 S1.0 1/4" = 1'-0"

PLAN NOTES (TYPICAL UNLESS NOTED OTHERWISE):

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND DETAILS OF EXISTING STRUCTURE BEFORE THEY AFFECT STRUCTURAL WORK. NOTIFY ARCHITECT AND STRUCTURAL ENGINEER OF RECORD IF THERE ARE ANY DEVIATIONS FROM CONTRACT DOCUMENTS. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND ELEVATIONS PRIOR TO FABRICATION OF STRUCTURAL MEMBERS.
- SEE DETAILS 2/52.0 AND 3/52.0 FOR TYPICAL SLAB ON GRADE JOINTS.
- SEE ARCHITECTURAL DRAWINGS FOR SLOPED SLABS AND FLOOR DRAINS.
- MAINTAIN MINIMUM OF 42" COVER (FINAL GRADE ELEVATION TO BOTTOM OF FOOTING) AT ALL EXTERIOR WALL FOOTINGS. STEEP FOOTINGS AS NECESSARY TO MAINTAIN COVER AND TO CLEAR UNDERGROUND UTILITIES/SLOPED SLABS. SEE DETAIL 1/52.0 FOR TYPICAL STEEPED FOOTINGS. APPROXIMATE LOCATIONS MARKED THUS: "0" — "0".
- SEE 4/52.0 FOR TYPICAL UNDERGROUND PIPING EXCAVATION.
- SEE 6/52.0 AND 7/52.0 FOR TYPICAL CMU CONTROL JOINT DETAIL.



2 ROOF FRAMING PLAN
 S1.0 1/4" = 1'-0"

PLAN NOTES (TYPICAL UNLESS NOTED OTHERWISE):

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND DETAILS OF EXISTING STRUCTURE BEFORE THEY AFFECT STRUCTURAL WORK. NOTIFY ARCHITECT AND STRUCTURAL ENGINEER OF RECORD IF THERE ARE ANY DEVIATIONS FROM CONTRACT DOCUMENTS. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND ELEVATIONS PRIOR TO FABRICATION OF STRUCTURAL MEMBERS.
- MARKS THUS: " " INDICATE SPAN DIRECTION OF FRAMING MEMBERS.
- ROOF SHEATHING SHALL BE 2 1/2" OR 1 9/16" PERFORMANCE CATEGORY PLWOODGOSB (MINIMUM), ATTACH SHEATHING TO ROOF FRAMING MEMBERS WITH 10d NAILS @ 6" OC AT PANEL EDGES AND @ 6" OC AT INTERMEDIATE SUPPORTS.
- EXTERIOR WOOD WALLS SHALL BE 2 X 8 STUDS @ 16" OC. INTERIOR WALL SHEATHING TO BE 5/8" Gypsum w/ 8d COOLER WALLS @ 7" OC (EDGE AND FIELD). EXTERIOR WALL SHEATHING TO BE 1/2" PERFORMANCE CATEGORY PLWOOD w/ 8d WALLS @ 8" OC (EDGE) AND @ 12" OC (FIELD).
- MARKS THUS: " " INDICATE FRAMING TO BE CONTINUOUS OVER SUPPORT.

FOOTING SCHEDULE

MARK	SIZE	REINFORCEMENT
F4	4'-0" x 4'-0" x 12" THICK	(4) - #5 EACH WAY BOTTOM
F8	20" x 12" THICK CONTINUOUS	(2) - #5 CONTINUOUS

STEEL LINTEL SCHEDULE

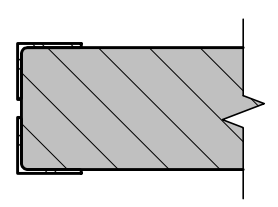
MARK	SIZE	BEARING LENGTH	REMARKS
SI	(2) - 14 x 3 1/2 x 1/4"	8" MIN	

WOOD BEAM/BEARING HEADER SCHEDULE

MARK	SIZE
W1	(2) - 2 x 10

CMU WALL REINFORCEMENT SCHEDULE

MARK	WALL TYPE	REINFORCEMENT
MWB	8" CMU	#5 @ 48" OC



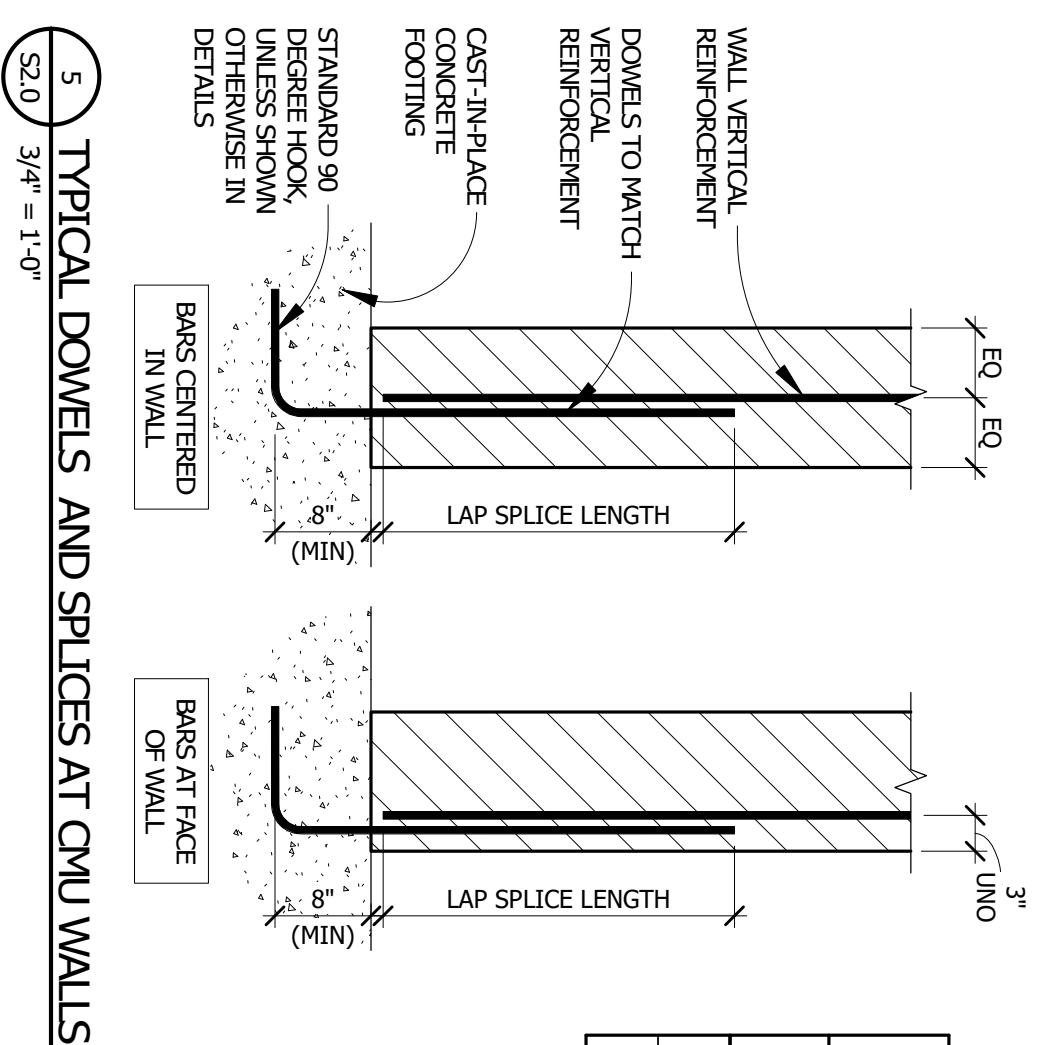
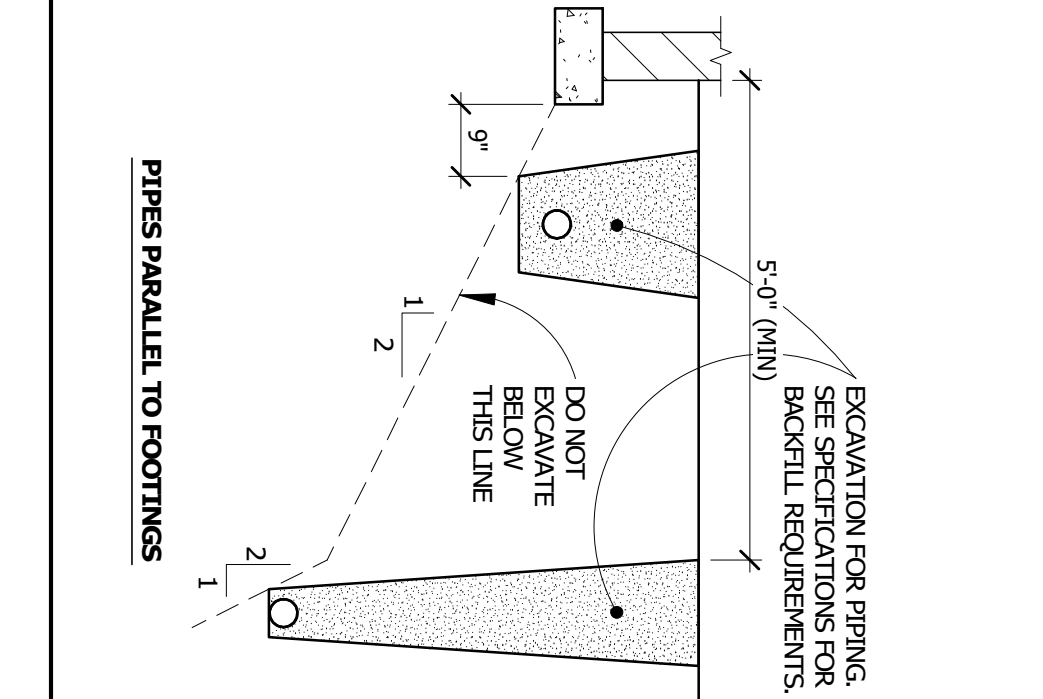
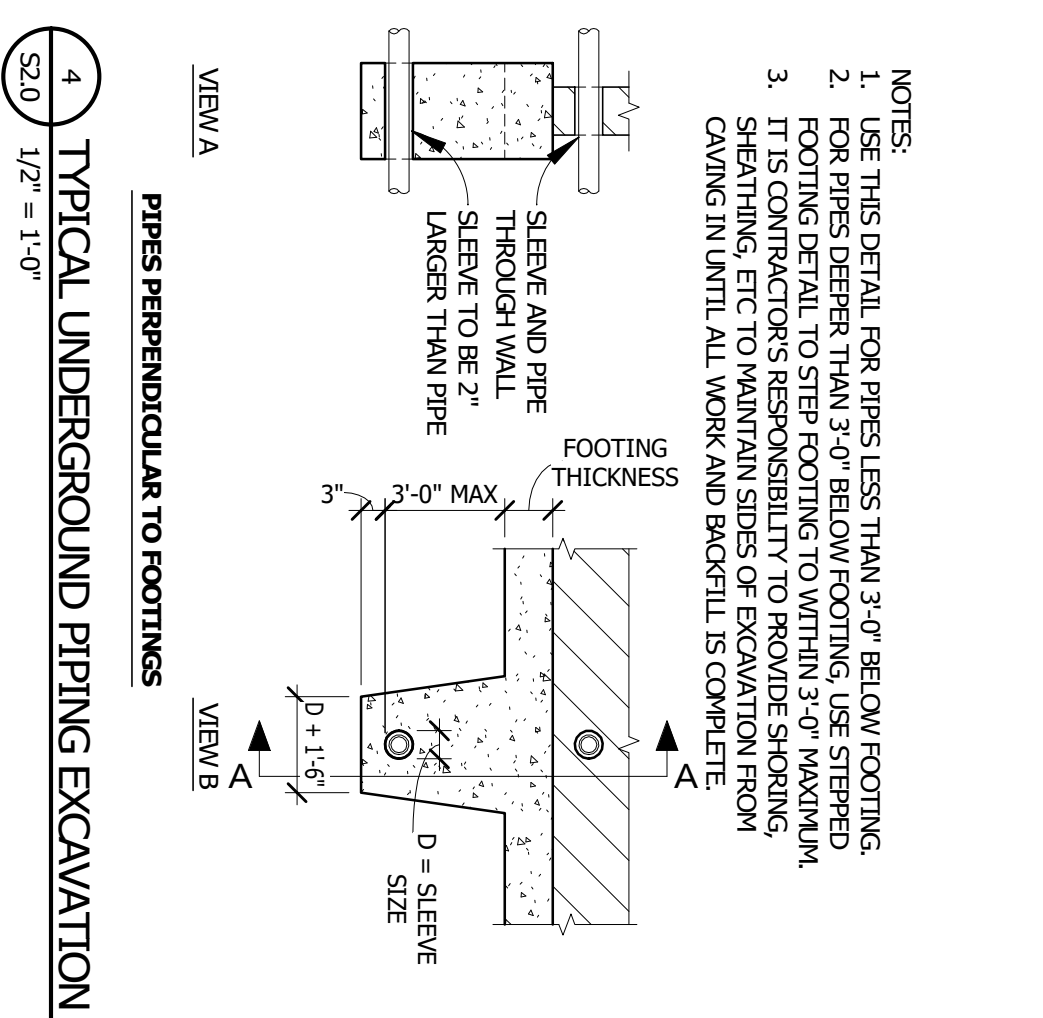
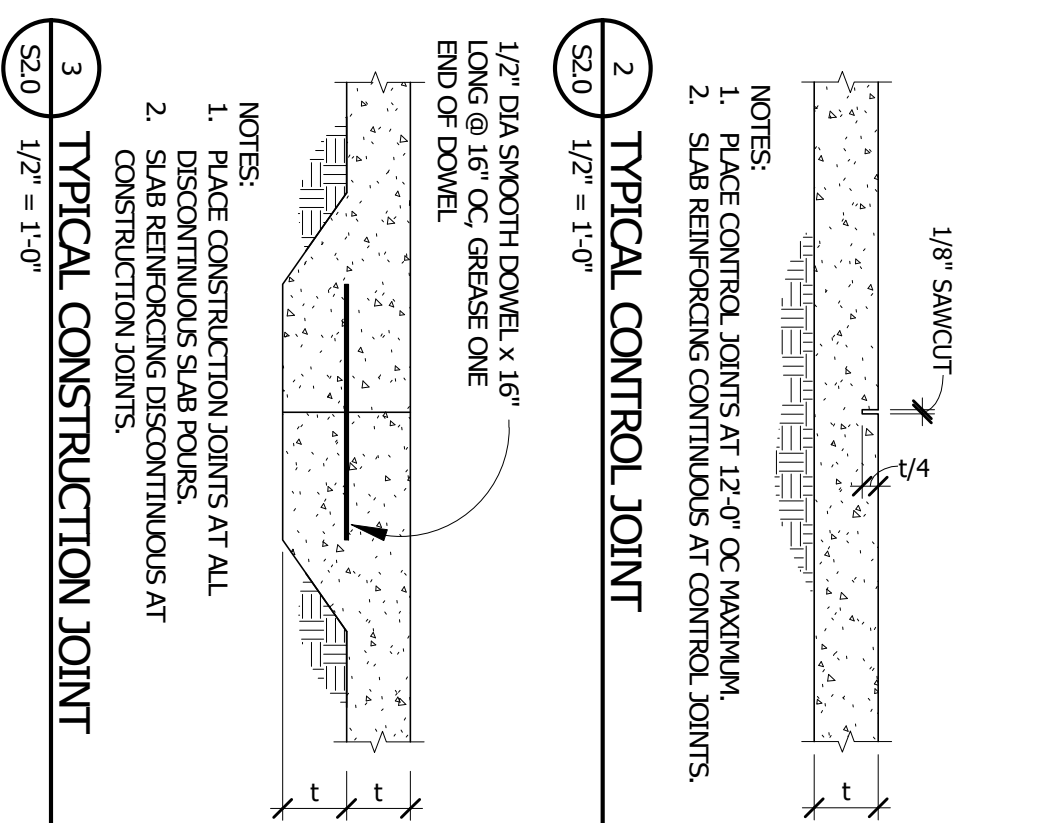
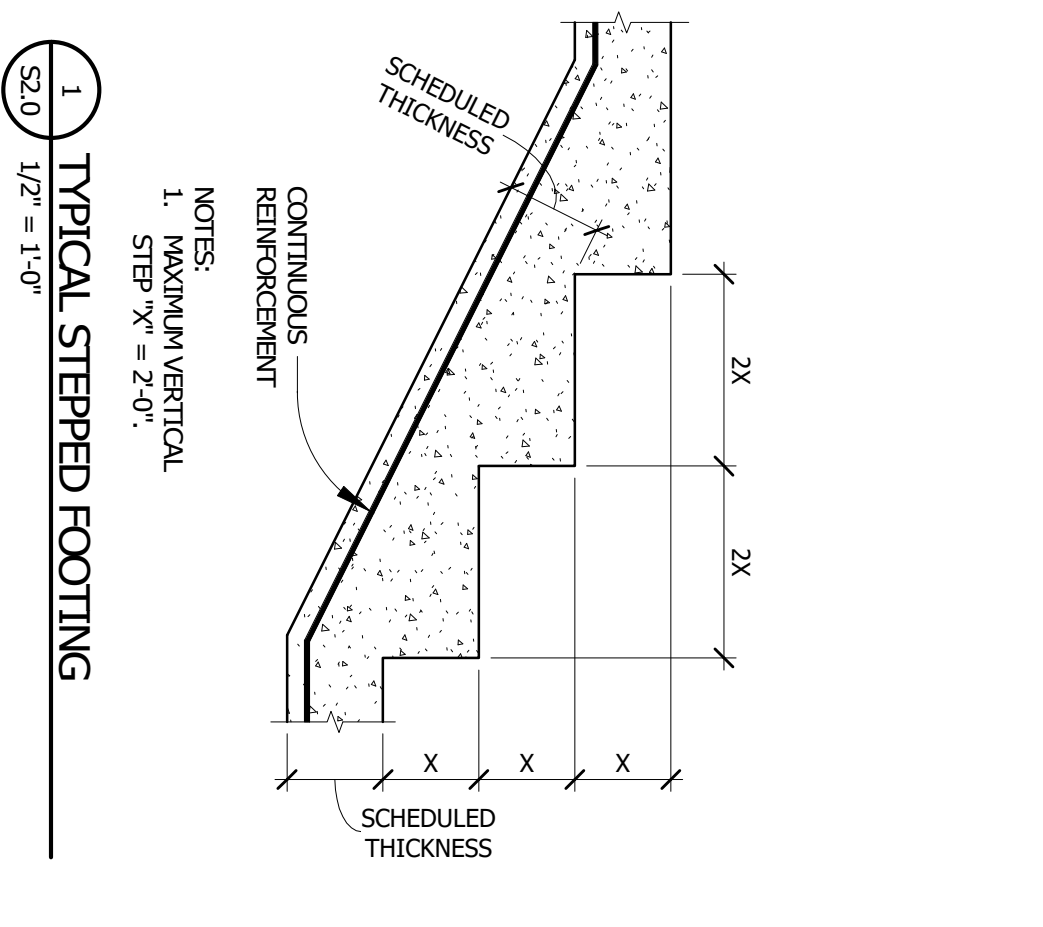
STEEL COLUMN SCHEDULE

MARK	SIZE	BASE PLATE	REMARKS
SA	HSS30X31/4	3/4" x 4" x 9"	(2) - 3/4" DIA ANCHOR RODS; 6" MIN EMBED

WOOD NON-LOAD BEARING HEADER SCHEDULE (UNMARKED)

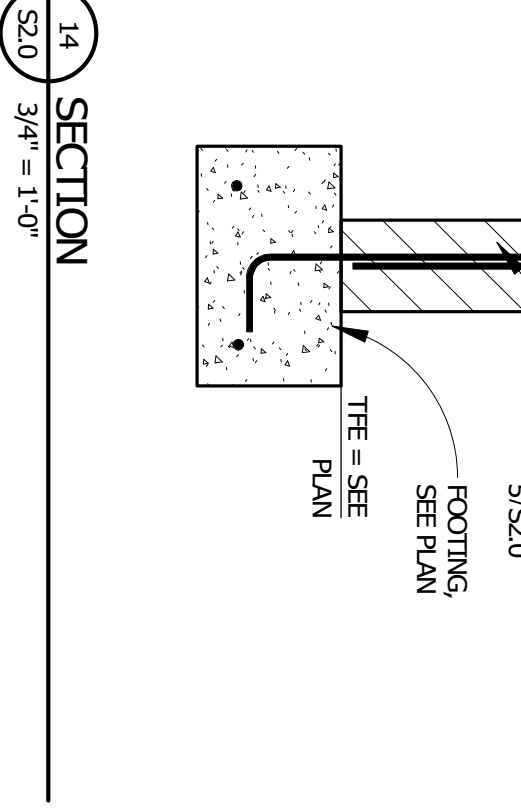
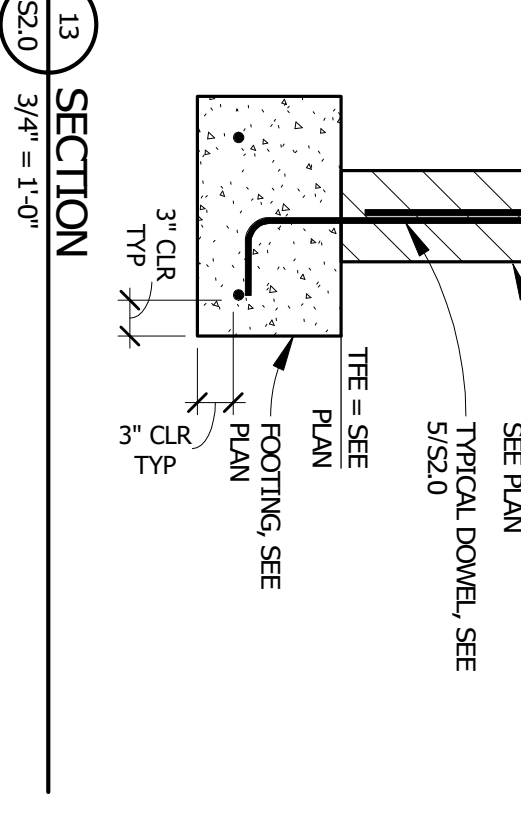
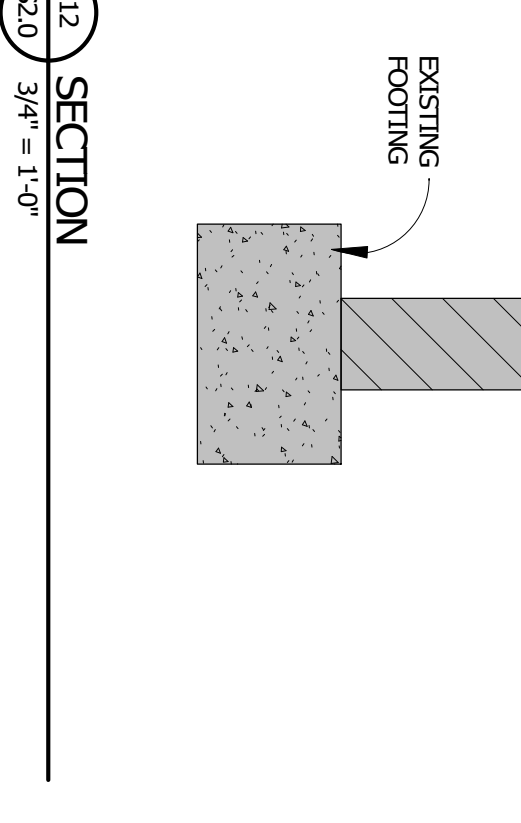
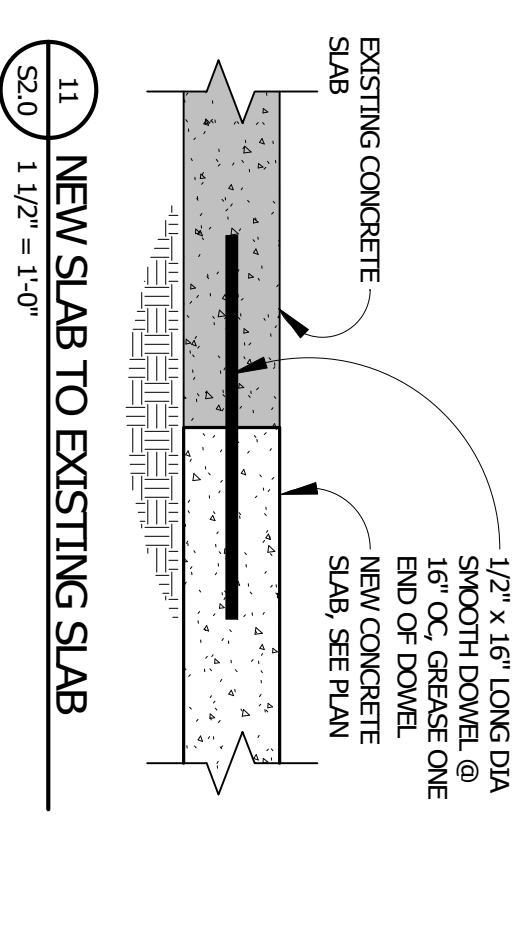
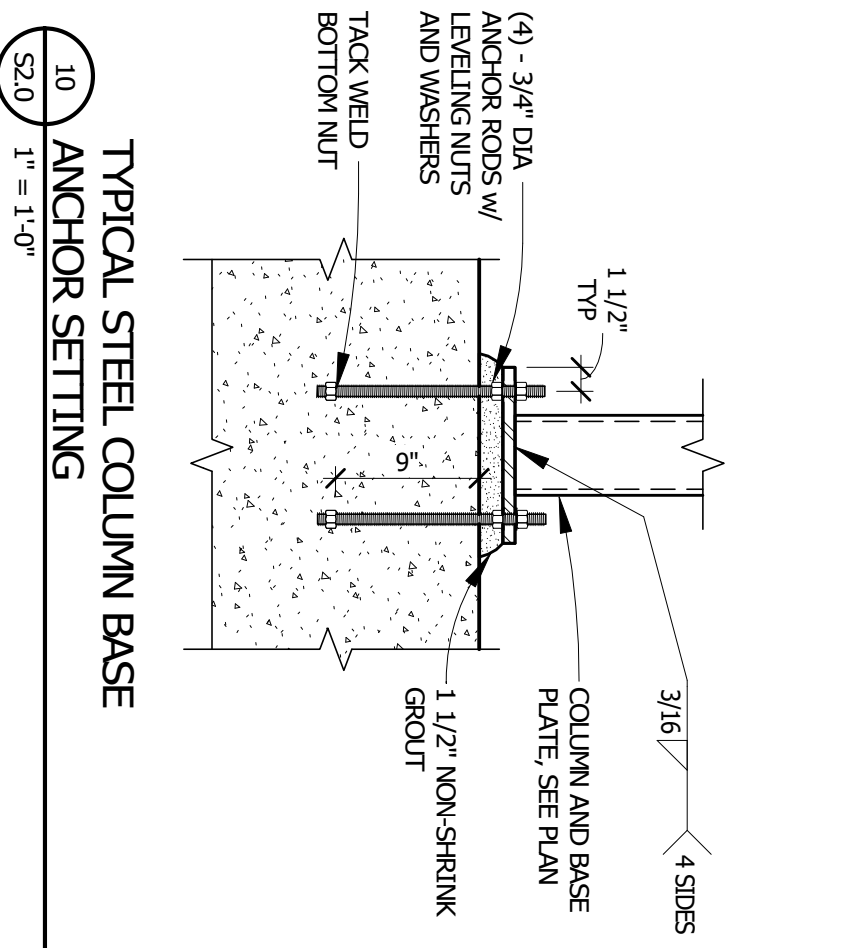
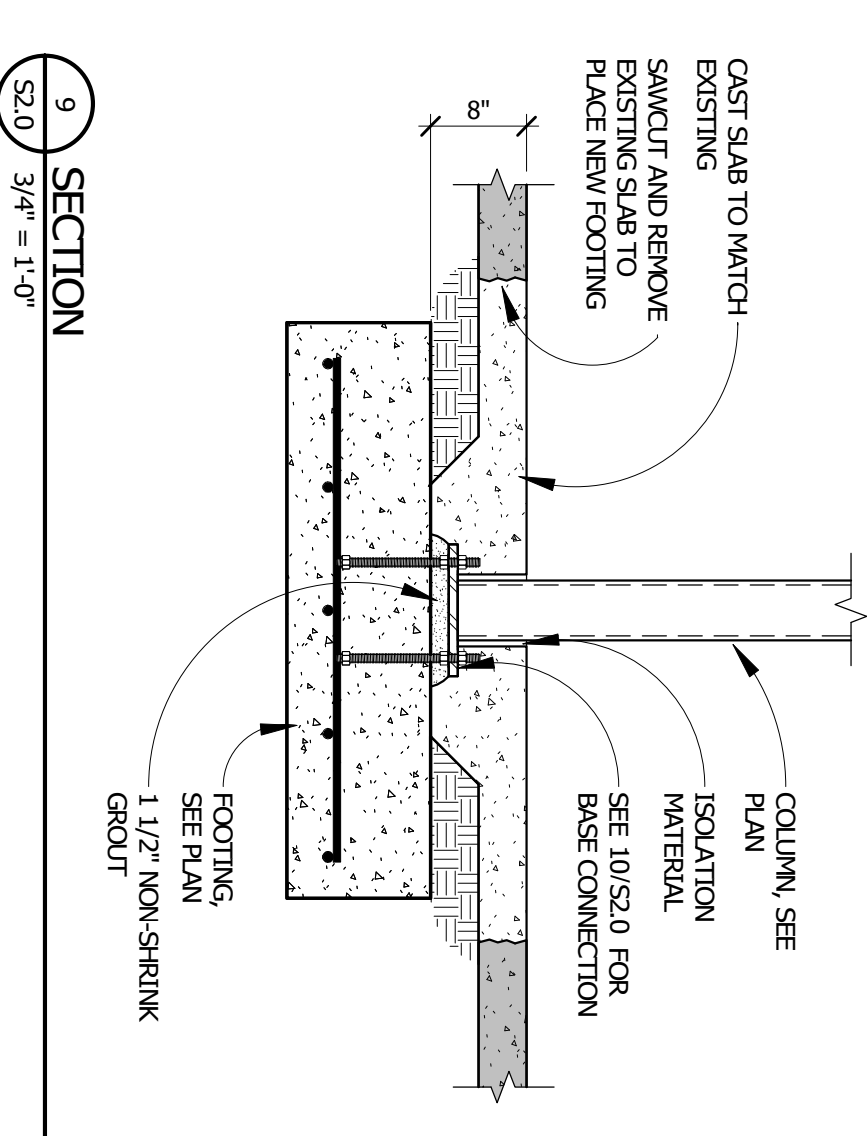
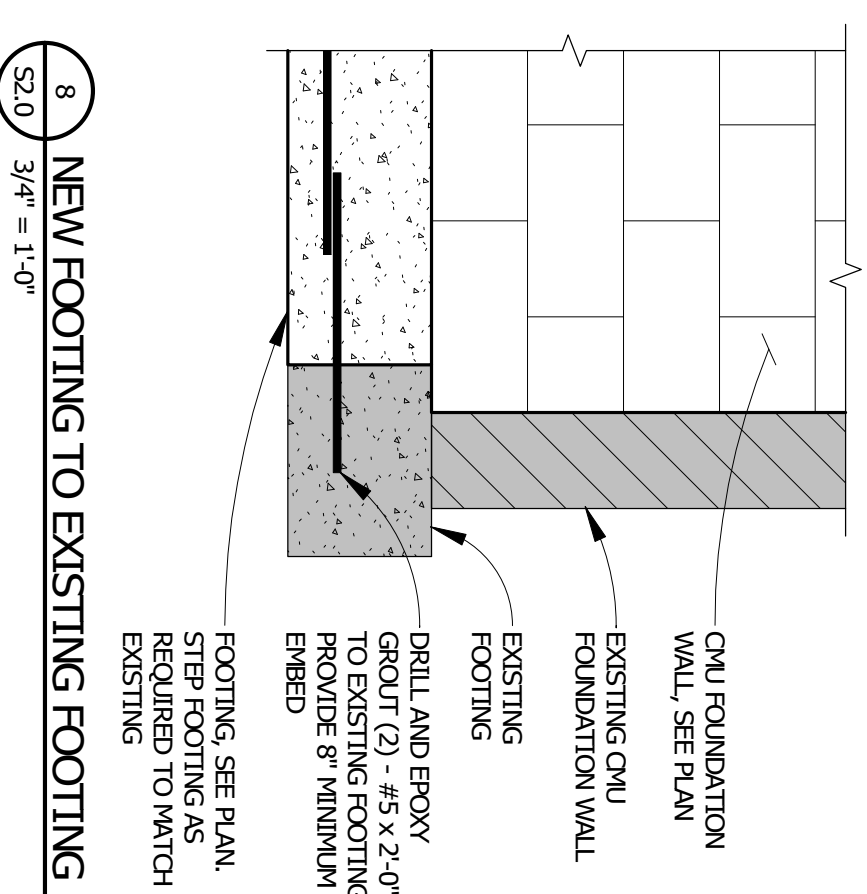
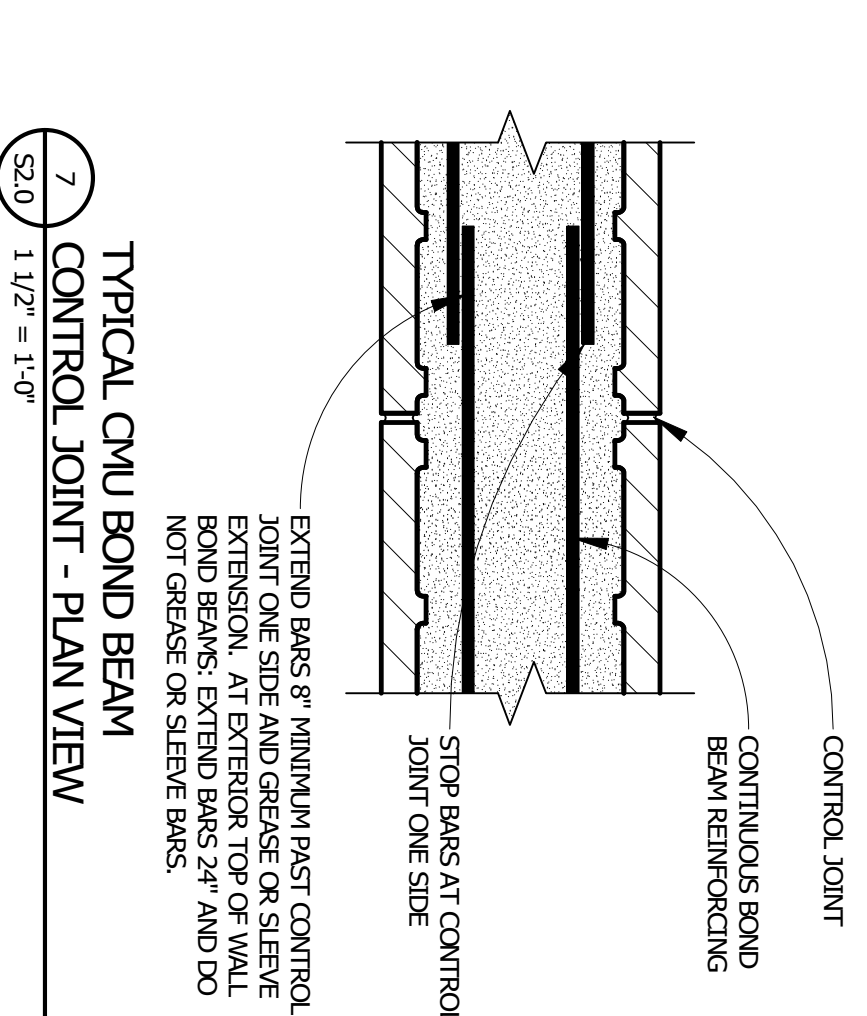
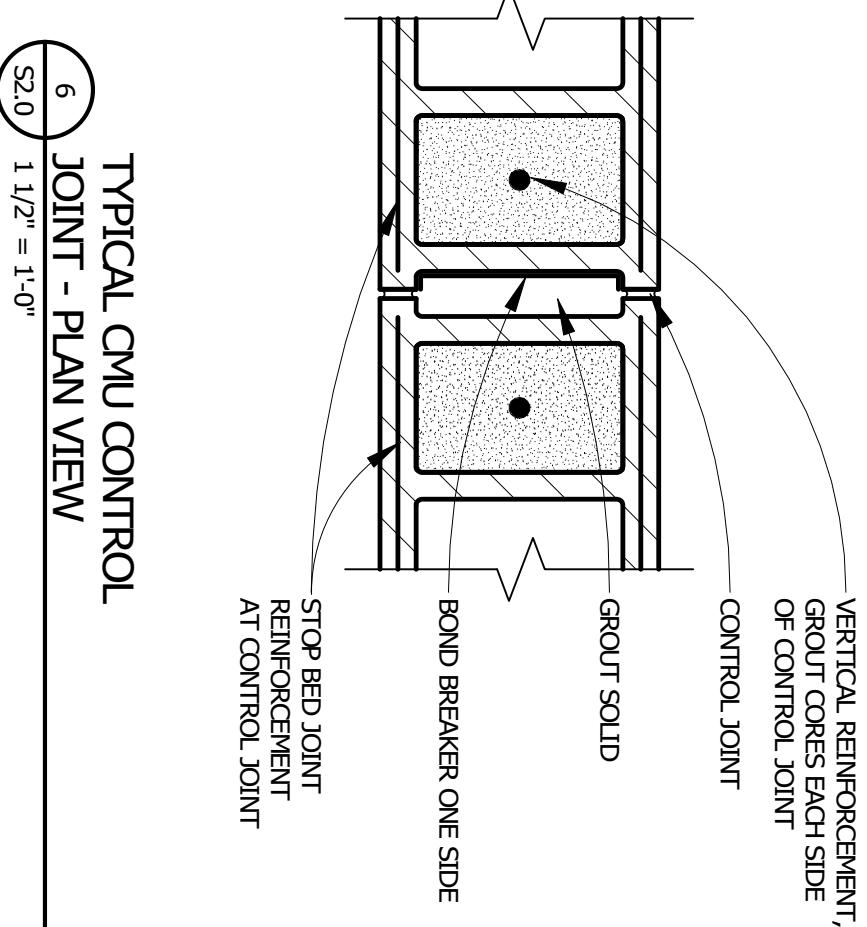
SPAN	SIZE	TRIMMER STUDS
0'-0" TO 6'-0"	(2) - 2 x 4	1
6'-0" TO 8'-0"	(2) - 2 x 6	1
8'-0" TO 10'-0"	(2) - 2 x 8	1
10'-0" TO 12'-0"	(2) - 2 x 10	2

- SCHEDULE NOTES (TYPICAL UNLESS NOTED OTHERWISE):
- SEE 1/52.1 FOR FRAMING ELEVATION.
 - HEADERS IN NON-LOAD BEARING WALLS ARE NOT INDICATED ON PLAN. FOLLOW SCHEDULE BELOW FOR ALL NON-LOAD BEARING WALL HEADERS.

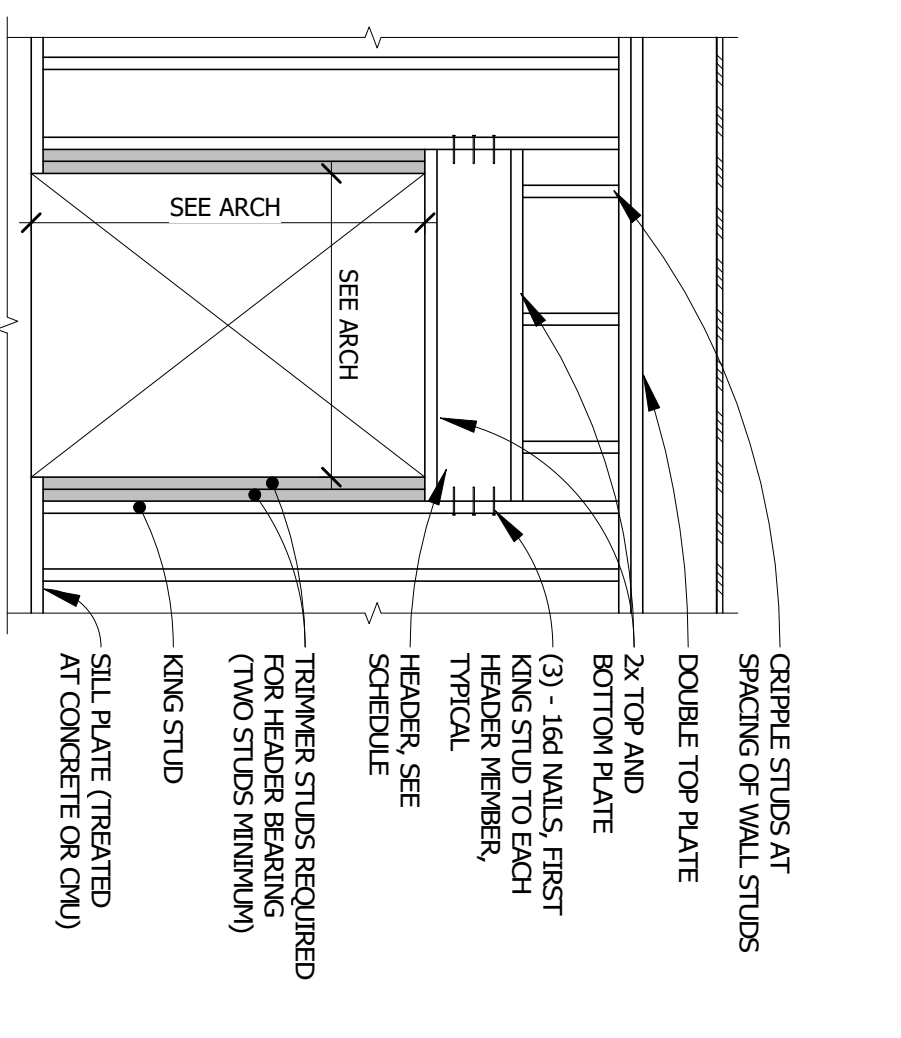


MINIMUM BAR LAP SPLICE LENGTH IN CMU			
BAR SIZE	CENTERED	AT FACE	
#4	18"	18"	
#5	20"	26"	

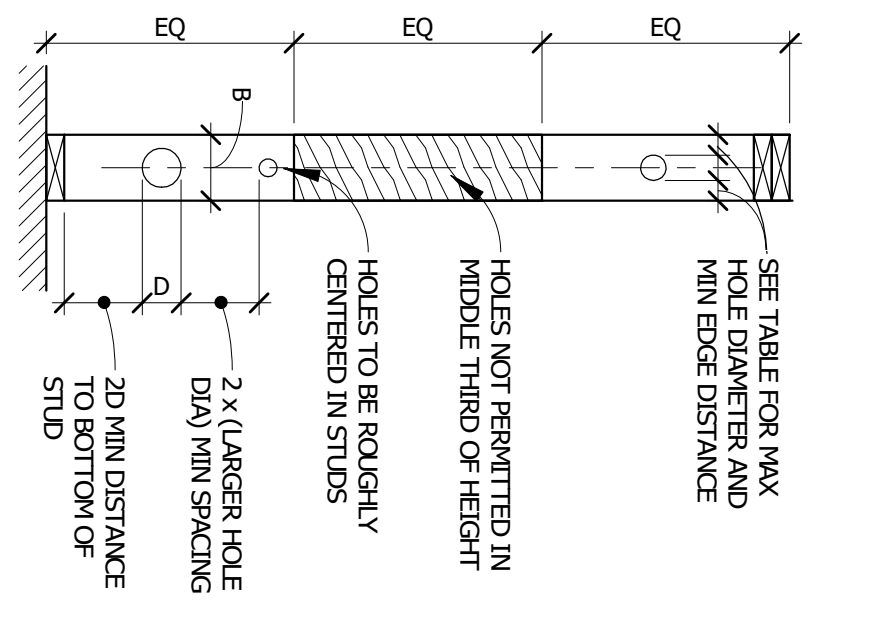
SCHEDULE NOTES:
 1. INCREASE LAP LENGTH BY 50% FOR EPOXY COATED BARS.
 2. MECHANICAL SPLICE ALTERNATIVE MAY BE USED AT DISCRETION OF ENGINEER OR RECORD FOR APPROVAL.



PRELIMINARY DRAWING
 NOT FOR CONSTRUCTION



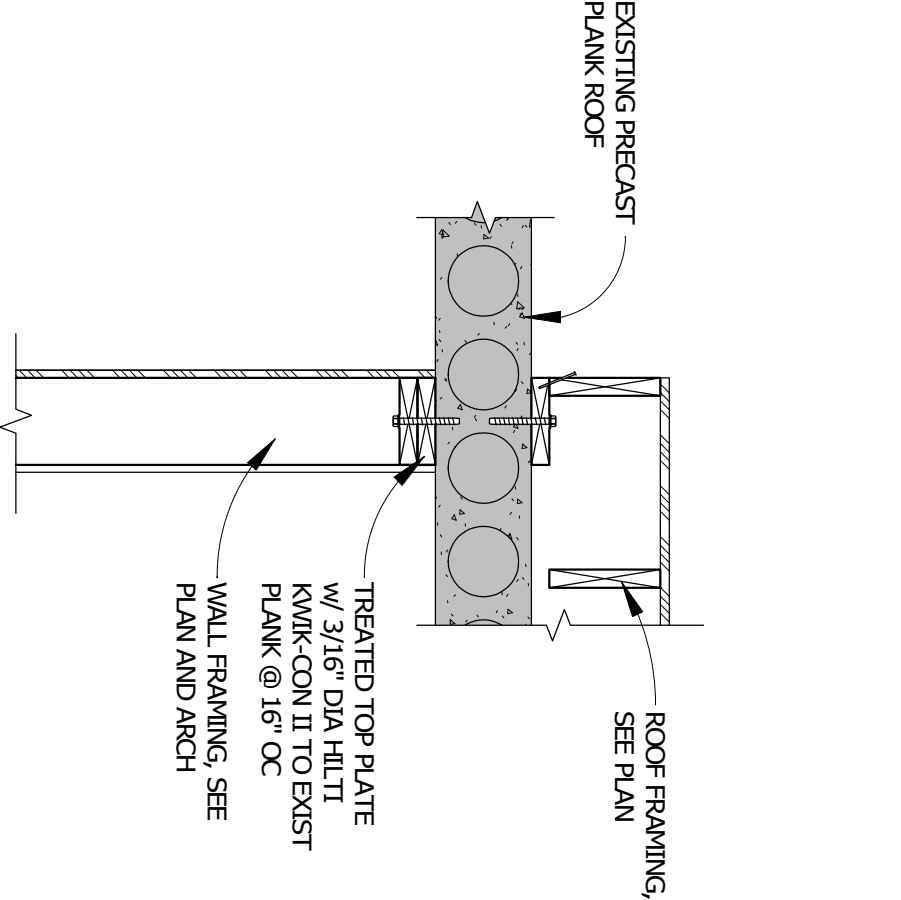
1 SECTION
S2.1 1/2" = 1'-0"



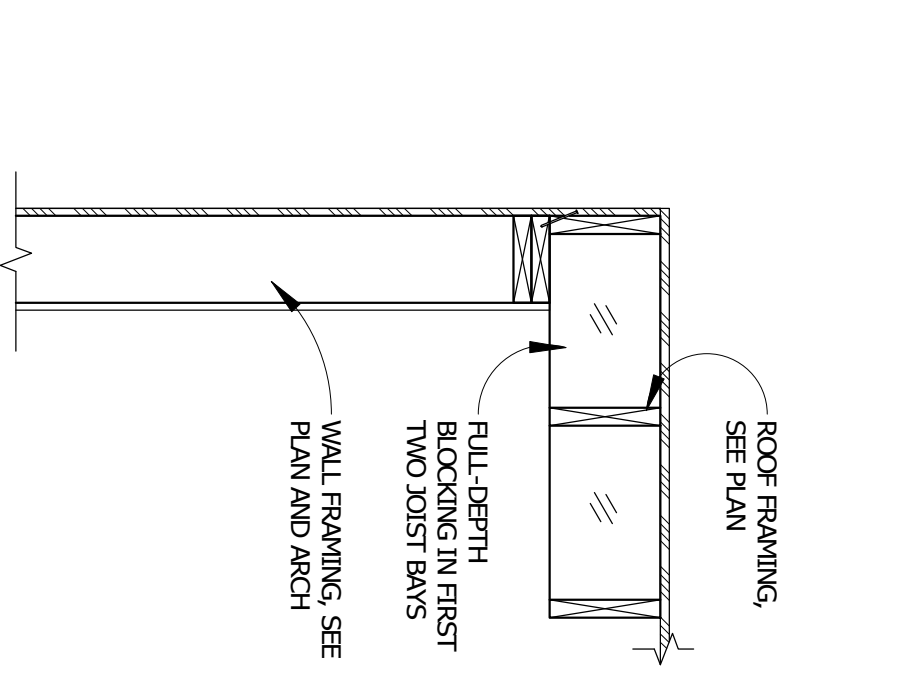
2 NOTCHES AND HOLES IN WOOD STUD WALLS
S2.1 3/4" = 1'-0"

BEARING WALL OR EXTERIOR WALL		INTERIOR NON-BRIG WALL *	
NOMINAL STUD SIZE	MAX D DISTANCE	NOMINAL STUD SIZE	MAX D DISTANCE
2 x 4	1 3/8"	2"	5/8"
2 x 6	2 1/8"	3 1/4"	1"
2 x 8	2 3/4"	2 x 8	1 3/8"

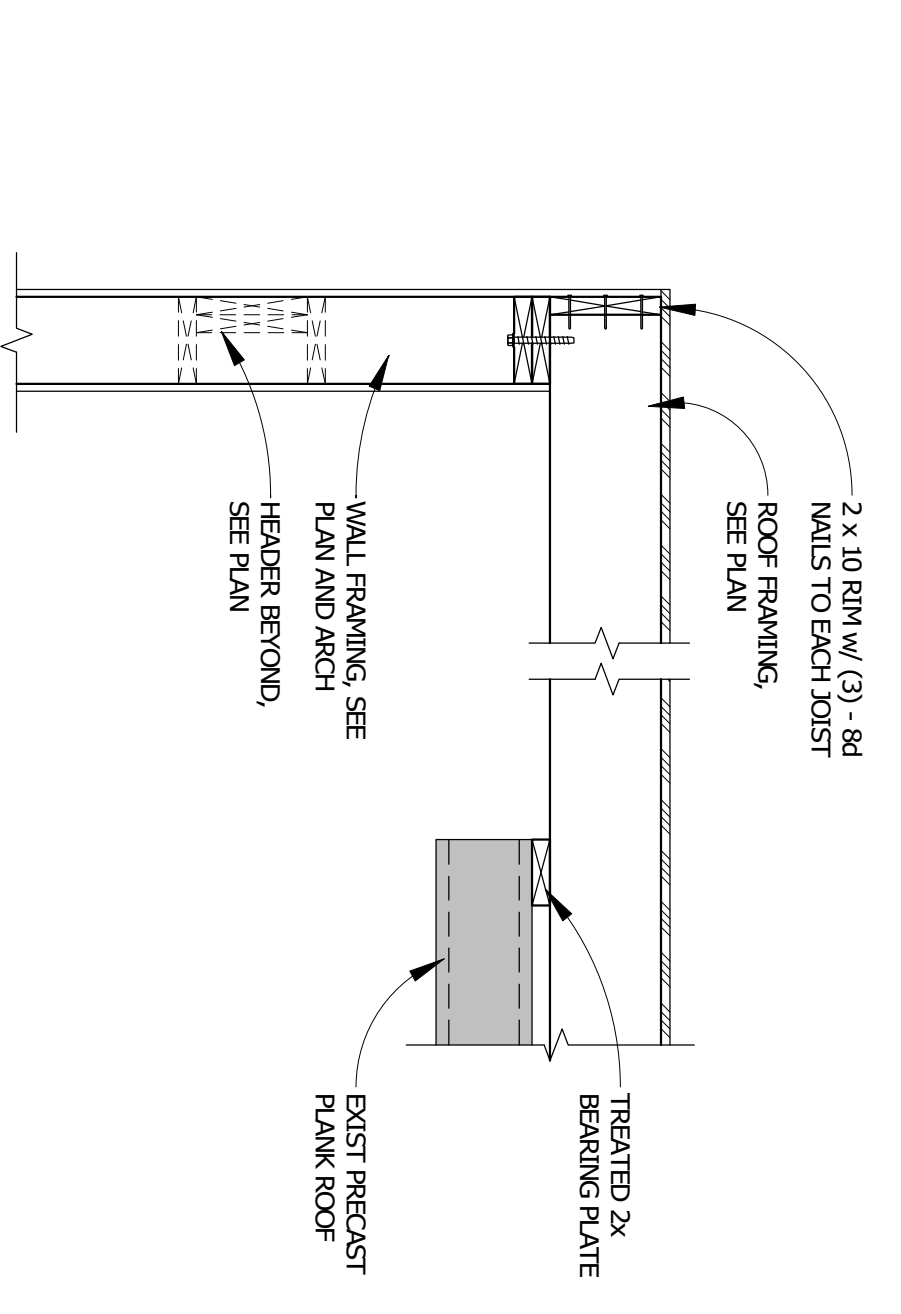
* TABLE MAY ALSO BE USED FOR BEARING WALLS IF STUDS WITH HOLES ARE DOUBLED
NOTE:
1. NOTCHES ARE NOT PERMITTED IN STUDS UNLESS SPECIFIED OR PRE-APPROVED BY SER.



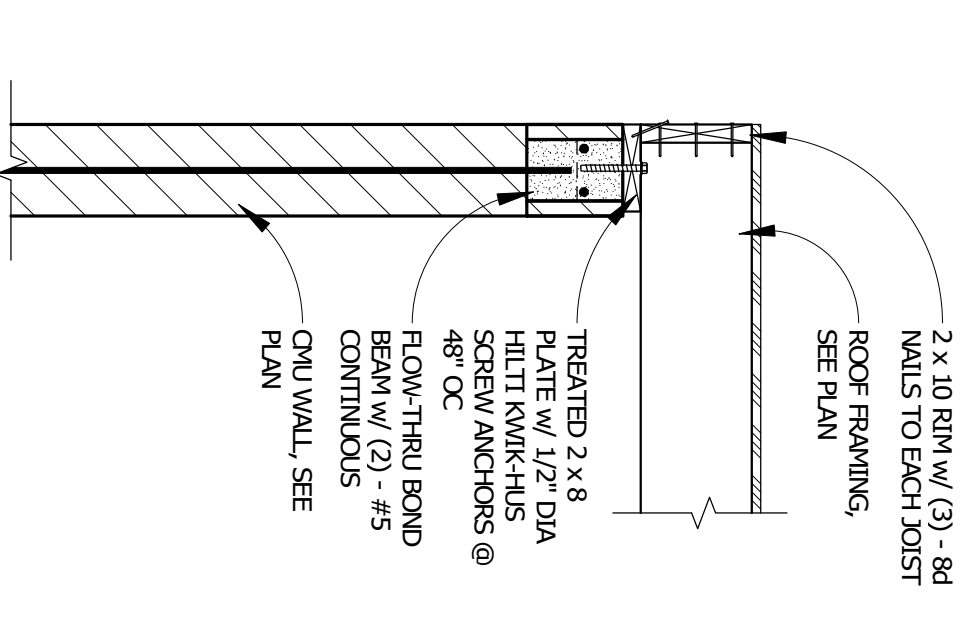
3 SECTION
S2.1 3/4" = 1'-0"



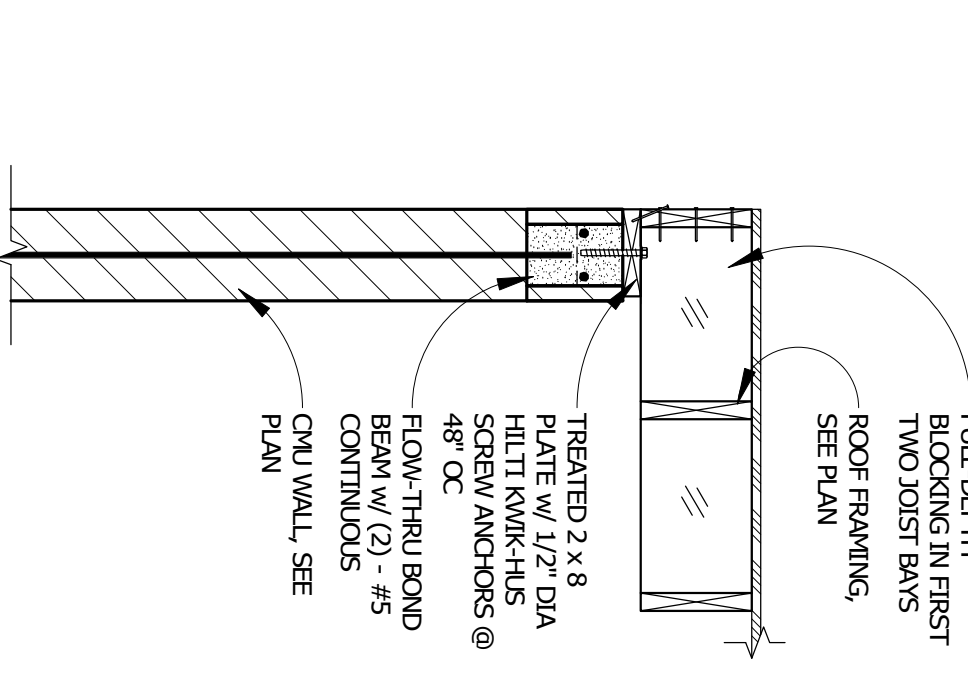
4 SECTION
S2.1 3/4" = 1'-0"



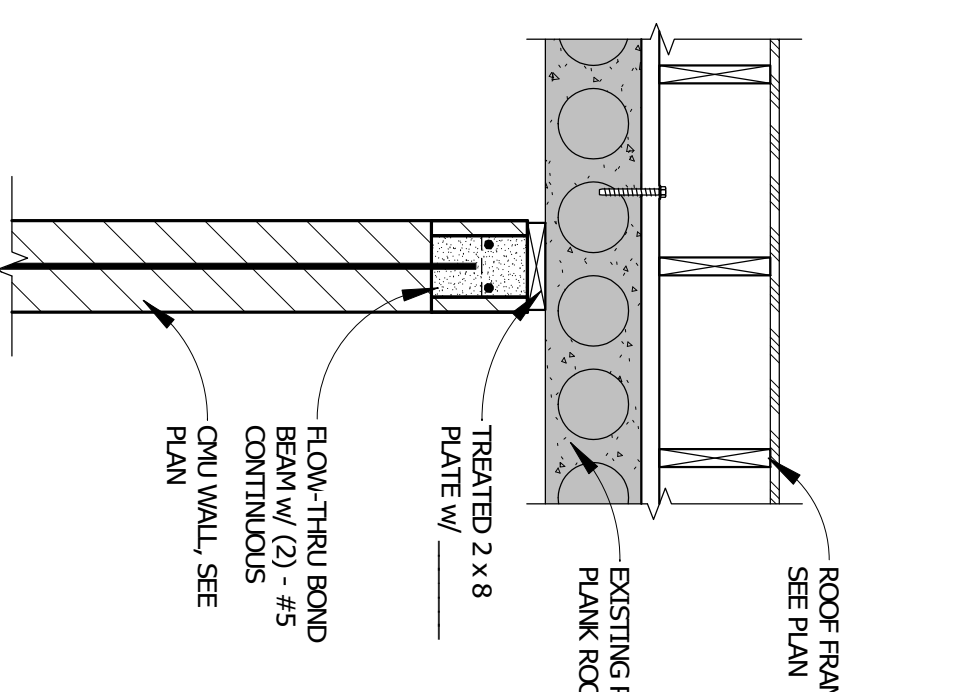
5 SECTION
S2.1 3/4" = 1'-0"



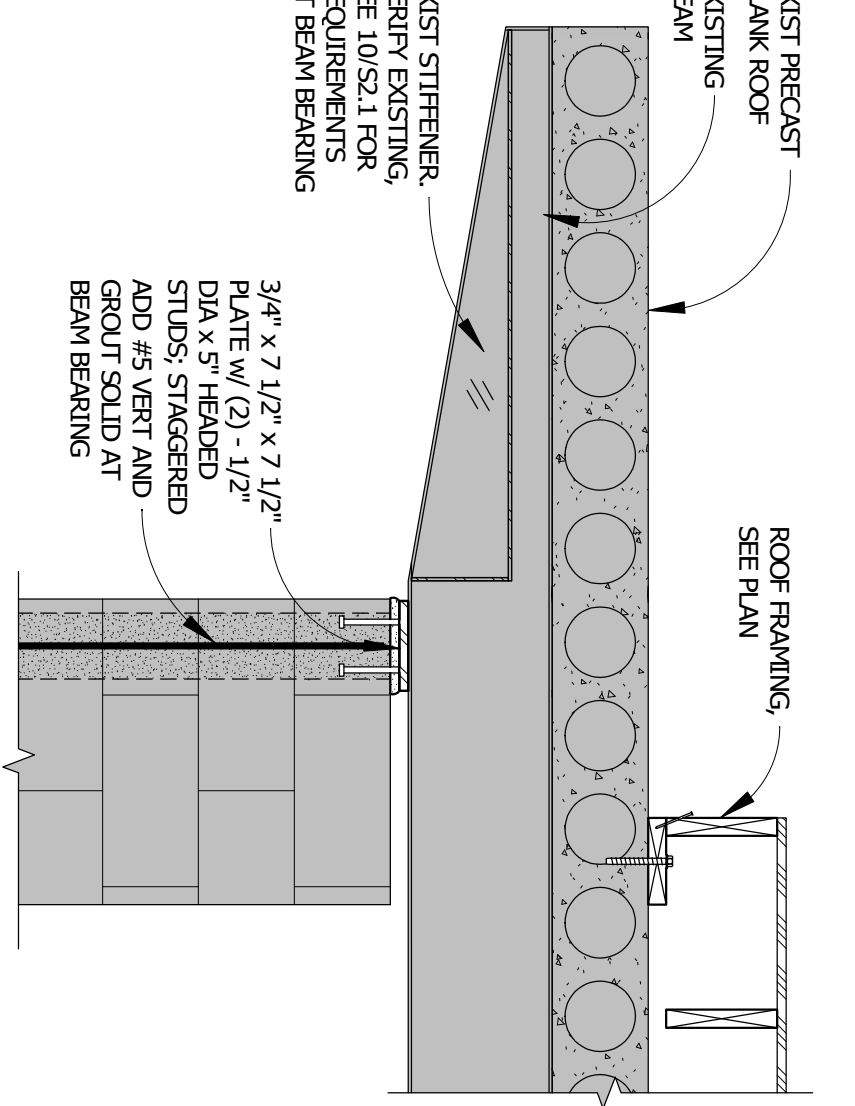
6 SECTION
S2.1 3/4" = 1'-0"



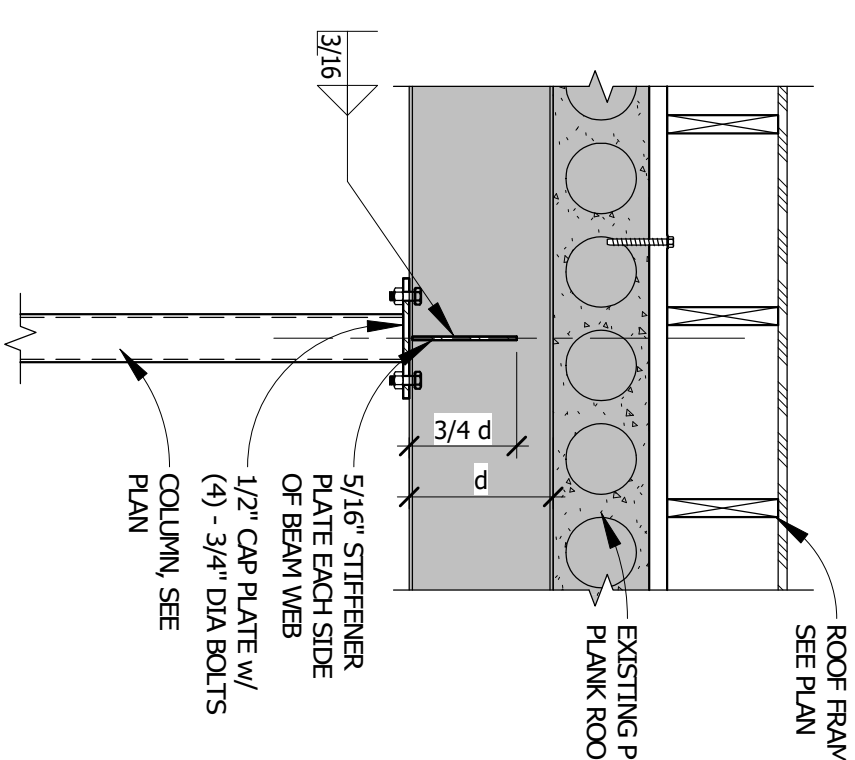
7 SECTION
S2.1 3/4" = 1'-0"



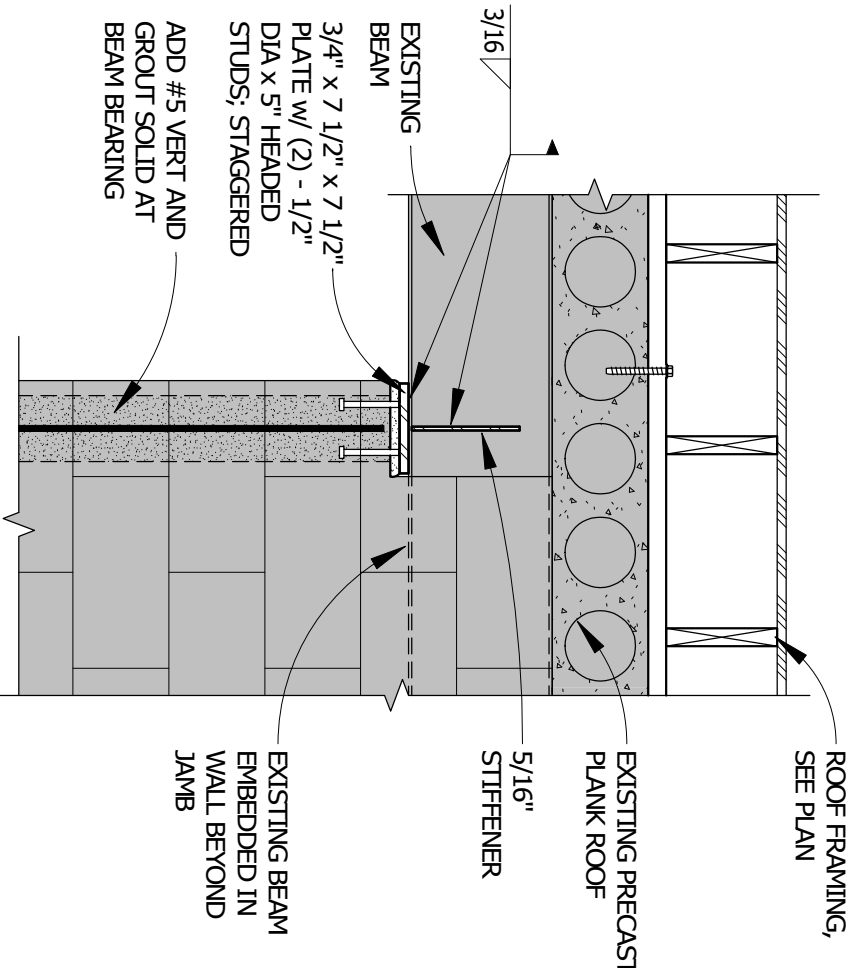
8 SECTION
S2.1 3/4" = 1'-0"



9 SECTION
S2.1 3/4" = 1'-0"



10 SECTION
S2.1 3/4" = 1'-0"



11 SECTION
S2.1 3/4" = 1'-0"

City of Brooklyn Park Request for Council Action

Agenda Item:	4.3	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	XX	Prepared By:	Erin McDermott, Associate Planner
Ordinance:	N/A		
Attachments:	5	Presented By:	Paul Mogush, Planning Director
Item:	Clean Freak Car Wash – Planning Case #24-101 Site Plan and Conditional Use Permit request for the development of a car wash on a property zoned PCDD – Planned Community Development District		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A CAR WASH ON A PROPERTY ZONED PCDD.

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPROVING A CONDITIONAL USE PERMIT FOR A CAR WASH AT 5909 96TH LANE NORTH.

Overview:

Planning Commission:

The Planning Commission held a public hearing for this request at the February 14, 2023 Planning Commission Regular Meeting. No members of the public came to speak on this matter. The Planning Commission voted unanimously (6-0) to recommend the approval of the resolution as proposed.

Summary:

This request is for the development of a new car wash facility on an undeveloped property in the PCDD zoning district. This request is for development of the final undeveloped lot in the Edinburgh Center development.

Land Use Plan	Community Commercial
Current Zoning	PCDD – Planned Community Development
Proposed Zoning	No proposed change
Site Area	1.857 acres
Conforms to	
Land Use Plan	Yes
Zoning Code	Yes
Subdivision Ordinance	Yes
Notification	Legal notice was published in the Sun Post, 24 Notices were mailed to properties within 500 feet, Proposed Development Sign was placed on the property,

	A Neighborhood email was sent to the Edinburgh neighborhood.
60- and 120- Days (§15.99)	March 5, 2024; May 4, 2024

Previous Approvals:

Planning case 22-122 was approved for the re-platting of existing lots to reconfigure for a new buildable lot in anticipation of this proposed development.

Planning Case 09-111 was approved for a Conditional Use Permit to fill the wetland on this site to allow for an additional buildable lot for a future commercial lot. Edinburgh Center 2nd Addition was approved in 1996 as Planning Case 96-113, with a CUP for the operation of a grocery store as Planning Case 96-116.

Current Conditions:

Wetland fill was performed upon approval of CUP 09-111 to create a buildable lot. Utilities have been provided to this site as part of previous development in this area.

Land Use/Zoning (and Overlay):

This development is guided as Community Commercial in the 2040 Comprehensive Plan and is presently zoned PCDD Planned Community Development District. The creation of a new commercial property in this development conforms to both governing documents by allowing for the future development of another commercial use in this existing commercial plaza.

Proposed Development:

The applicant is proposing to construct a drive through car wash with a parking area that offers vacuums to customers.

Site Plan Review:

Site plans must be reviewed against the evaluation criteria required by the Code (§ 152.033).

Lighting:

The lighting plan includes pole lighting with a height of 18 feet, which is compliant with the maximum of 25 feet for properties farther than 500 feet from residential properties. The proposal does not meet required foot candles on private walkways, nor for building entrances. Additional lighting is required to be added at the building entrance to meet the performance standards outlined in §152.111.

Pedestrian Circulation:

Sidewalk is available across the front property line along Edinburgh Center Drive, with a pedestrian access to the building. The pedestrian circulation meets Zoning Ordinance requirements.

Parking:

Car washes do not have an established minimum parking requirement in the Code. Section §152.142 articulates that for uses not specifically listed, off-street parking requirements may be established by the City Manager based upon the characteristics of the use. This site provides 19 parking spaces, with 3 spaces being standard parking, and one accessible space. The site plan indicates the remaining 15 parking spaces will have vacuum access and are provided for the interior cleaning of vehicles. The proposed 19 parking stalls is reasonable for the proposed use.

Enclosures and Screening:

The proposed site plan shows a waste enclosure to the east of the proposed structure. The plans submitted show that the enclosure will be made of brick with doors and meets Code requirements. All HVAC equipment is required to be screened pursuant to §152.375, and proof of screening will be required at time of building permit.

Landscaping:

Landscaping standards articulate four categories that must be addressed: Canopy Cover, Foundation Landscape, Open Area Landscape, and Street Trees. (§152.373)

- Canopy cover requires 10% of the parking lot to be greenspace with one tree for each 360 square feet of parking lot greenspace. The parking lot is 23,215 square feet, and the proposal for greenspace exceeds 10% with 4,265 square feet provided. The proposal meets the requirement for trees per required greenspace with seven trees provided.
- Foundation landscaping requires a minimum of 50% of the total building perimeter to be landscaped in an area no less than six feet in width. The proposed building perimeter measures 382 feet, making the required foundation landscaping 191 feet. The proposal exceeds the required landscaping with 242 feet provided.
- Open Area Landscape requirements address open space as well as overstory, ornamental, evergreen and shrub requirements. The proposal exceeds the minimum open space requirements of 30% by providing 50% open space. Overstory tree requirements are one overstory tree per 3,000 square feet of open space, the proposal meets this requirement with 7 overstory trees provided. Ornamental tree requirements are one ornamental tree per 1,500 square feet of open space, this proposal meets this requirement with 13 ornamental trees provided. Evergreen tree requirements are one evergreen per 3,000 square feet of open space, this proposal meets this requirement with 7 evergreen trees provided. Shrub requirements are one shrub per 100 square feet of open area, this proposal meets this requirement by providing 185 shrubs provided.
- The number of street trees required per property is calculated by street frontage, with one tree per 70 feet of street frontage. The property has 322 feet of frontage requiring 5 street trees, which are provided in the landscaping plan.

Architectural Standards:

The architectural standards articulated in the PCDD zoning district require at least two of the following:

- Variety in building elevations. No wall may have an uninterrupted length exceeding 80 feet without two of the following: changes in plane, color, texture or material pattern; inclusion of windows; or equivalent elements that subdivides the wall.
- A minimum of 50% of each building façade must be brick or stone. This standard applies to all walls of a building, including walls proposed to be removed for future expansion.
- Pitched roofs, or in the case of flat roofs, variable roof heights.

The proposal meets the standards, as 100% of the façade is brick, and the structure has varied roof heights.

Roadways:

The site is located on Edinburgh Center Drive North, which connects to 85th Avenue and Edinbrook Parkway. There is existing access to this site via a shared access point with Festival Foods. This access also serves the businesses in the existing commercial building to the north of the proposed lot.

Grading and Drainage:

It was noted during Planning Case 22-122 that an approximation of an additional 4 feet of fill will be required for construction, as the site was previously wetland, and the current conditions map shows there is a depression in the center of the proposed lot. The applicant will work with the watershed district to meet all requirements for drainage and fill, which is required to meet Condition 3.01 of Draft Resolution 2024-____ Approval of site plan review for the construction of a car wash at 8555 Edinburgh Center Drive.

Utilities:

All utilities are available to the site along Edinburgh Center Drive to the south.

Conditional Use Permit:

Car Washes are a conditional use in the Planned Community Development District zoning district (§ 152.342.01). Conditional uses must be reviewed against the standards of the Code (§ 152.035). The 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.

This site is guided as Community Commercial in the 2040 Comprehensive Plan. This use is consistent with the Community Commercial future land use designation.

(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.

There is one entrance to the site along Edinburgh Center Drive and two exits. The exit directly south of the car wash structure is an exit only. The applicant provided projected trips per day for city review, which was reviewed by and approved by the City Transportation Engineer.

(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.

Car washes do not have an established minimum parking requirement in the Code. Section 152.142 articulates that for uses not specifically listed, off-street parking requirements may be established by the City Manager based upon the characteristics of the use. This site provides 19 parking spaces, with 3 spaces being standard parking, and one accessible space. The site plan indicates the remaining 15 parking spaces will have vacuum access and are provided for the interior cleaning of vehicles. The proposed 19 parking stalls is reasonable for the proposed use.

(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.

Access to City sewer and water services are available for this site. Development of this site will require further review of utilities and additional public services.

(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 proposed site plan shows a waste enclosure to the east of the proposed structure. The plans submitted show that the enclosure will be made of brick with doors and meets

Code requirements. All HVAC equipment is required to be screened pursuant to 152.375, and proof of screening will be required at time of building permit.

The landscaping complies with zoning requirements.

- (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 architectural standards articulated in the PCDD zoning district require at least two of the following:

- Variety in building elevations. No wall may have an uninterrupted length exceeding 80 feet without two of the following: changes in plane, color, texture or material pattern; inclusion of windows; or equivalent elements that subdivides the wall.
- A minimum of 50% of each building façade must be brick or stone. This standard applies to all walls of a building, including walls proposed to be removed for future expansion.
- Pitched roofs, or in the case of flat roofs, variable roof heights.

The proposal meets the standards, as 100% of the façade is brick, and the structure has varied roof heights.

- (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.

There are no additional code sections against which to review this CUP request.

The required findings of § 152.035 have been addressed and Staff recommends approval of the CUP request.

Conditions of Approval:

Staff recommends the adoption of Resolution 2024 - ____ subject to the following conditions as listed in the resolution:

1. Vehicle stacking must not extend into drive aisles or interfere with pedestrian circulation.
2. All conditions of Resolution 2024- ____ Approving Site Plan Review for the Construction of a Car Wash on a Property Zoned PCDD must be met.
3. 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.
4. This resolution must be recorded with the Hennepin County Recorder's office prior to the issuance of building permits.

Primary Issues/Alternatives to Consider:

1. Approve the Site Plan and Conditional Use Permit as presented.
2. Approve the Site Plan and Conditional Use Permit with modifications.
3. Deny the Site Plan and Conditional Use Permit based on certain findings.

Budgetary/Fiscal Issues:

Not applicable.

Attachments:

- 4.2A RESOLUTION – SITE PLAN
- 4.2B RESOLUTION – CUP
- 4.2C PLANNING COMMISSION MINUTES
- 4.2D LOCATION MAP
- 4.2E PLAN SET

RESOLUTION #2024-

RESOLUTION APPROVING A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A CAR WASH ON A
PROPERTY ZONED PCDD

Planning Commission File #24-101

WHEREAS, an application has been made by CEI Engineering Associates, Inc. on behalf of LS Capital, Inc. for a Site Plan Review under the provisions of the City Code on properties legally described as:

Lot 3, Block 1 of Edinburgh Center Third Addition, Hennepin County, Minnesota

WHEREAS, the zoning of the property is PCDD – Planned Community Development District –in which car washes are conditional uses; 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 February 14, 2024.

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

The Site Plan Review for the construction of a car wash is hereby approved with the following conditions:

1.00 DRAWINGS

- 1.01 Site, utility, landscaping, and grading plans for this development on file in the City Clerk’s office dated January 5, 2024 are approved, subject to conditions listed below.
- 1.02 Building elevations for the car wash dated January 10, 2024 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 \$_____, a cash bond in the amount of \$_____, and a developer’s escrow in the amount of \$_____ as required by Chapter 152. The developer’s escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer’s responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

3.00 REQUIRED DOCUMENTS

- 3.01 All utility construction, drainage, grading and development plans must be approved by the City Engineer prior to receiving a building permit.
- 3.02 Updated lighting plan reflecting the required changes to conform with Chapter 152.

4.00 GENERAL CONDITIONS

- 4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.
- 4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.
- 4.03 No burying of construction debris shall be permitted on the site.
- 4.04 Dust control and erosion measures must be in place to prevent for dust and erosion including, but not limited to, daily watering, silt fences, and seeding. The City Engineer may impose measures to reduce dust and run-off.
- 4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.
- 4.06 Signs must conform to the requirements of Chapter 150. The sign plans will be approved by staff to verify code compliance at time of building permit.
- 4.07 Lighting must be updated to conform with the requirements of Chapter 152, additional lighting must be added to illuminate the private sidewalk and entrance of the structure to a minimum of 10 foot candles at ground level.

The petitioner shall be required to record a copy of this resolution with the Hennepin County Recorder and to pay all fees for said recording. Proof of said recording shall be filed promptly with the City. The building permit shall not be issued until or unless the recording is made within one year from the date of this approval.

RESOLUTION #2024-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR A CAR WASH AT 5909 96TH LANE NORTH

Planning Commission File #24-101

WHEREAS, an application has been made by CEI Engineering Associates, Inc. on behalf of LS Capital, Inc. for a Conditional Use Permit under the provisions of the City Code on property legally described as:

Lot 3, Block 1 of Edinburgh Center Third Addition, Hennepin County, Minnesota

WHEREAS, the zoning of the property is PCDD – Planned Community Development District –in which car washes are conditional uses; 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 February 14, 2024.

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

The Conditional Use Permit for a car wash is hereby approved with the following conditions:

1. Vehicle stacking must not extend into drive aisles or interfere with pedestrian circulation.
2. All conditions of Resolution 2024- ____ Approving Site Plan Review for the Construction of a Car Wash on a Property Zoned PCDD must be met.
3. 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.
4. This resolution must be recorded with the Hennepin County Recorder's office prior to the 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 extensions 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, 2025 shall deem the Conditional Use Permit approval to be null and void.

UNAPPROVED MINUTES**MINUTES OF THE BROOKLYN PARK PLANNING COMMISSION
Regular Meeting – February 14, 2024****6. PUBLIC HEARING**

- B. Clean Freak Car Wash** – Planning Case #24-101, Site Plan and Conditional Use Permit request for the development of a car wash on a property zoned PCDD – Planned Community Development District located at 8555 Edinburgh Center Drive.

Associate Planner McDermott introduced the application for a site plan review and conditional use permit for Clean Freak Car Wash. They reviewed the proposed location, adjacent uses, and zoning. They stated that car washes are a conditional use within the zoning district. They reviewed details of the proposed site plan and proposed building materials. They stated that staff recommends approval as presented with the conditions listed in the draft resolution.

Commission Chair Cavin opened the public hearing.

Seeing no one approach the podium, Commission Chair Cavin closed the public hearing.

Commissioner Turner asked for information on the flow of traffic for the site and whether that has been reviewed.

Associate Planner McDermott replied that staff has reviewed the proposed flow for the site and deemed it adequate as proposed.

Commissioner Kiekow commented that this would be similar to the car wash at Zane and 610, noting that he has not noticed any issues or traffic congestion at that site.

Commission Chair Cavin noted that there appears to be one restroom and asked if there are not plans for customers to exit their vehicles.

Associate Planner McDermott confirmed that the restroom is for employee use and would not be open to the public.

MOTION WAKO, SECOND FRASER TO RECOMMEND APPROVAL OF SITE PLAN REVIEW FOR THE CONSTRUCTION OF A CAR WASH AT 8555 EDINBURGH CENTER DRIVE, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

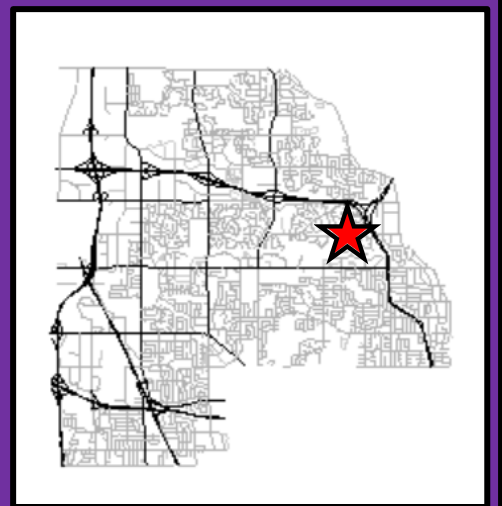
MOTION WAKO, SECOND FRASER TO RECOMMEND APPROVAL OF CONDITIONAL USE PERMIT FOR THE OPERATION OF A CAR WASH AT 8555 EDINBURGH CENTER DRIVE, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.



Site Plan Review and Conditional Use Permit
Case #24-101 – 8555 Edinburgh Center Dr
Area of Request (August 2023 Air Photo)
8555 Edinburgh Center Dr

Brooklyn Park 



CLEAN FREAK CARWASH POWERED BY CIRCLE K

SITE DEVELOPMENT PLANS
EDINBURGH CENTRE DR.
BROOKLYN PARK, MN

GENERAL NOTES:

- A. TOPOGRAPHIC BOUNDARY SURVEY INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY, AS A CONTRACTOR TO THE SELLER/OWNER:
TOPOGRAPHY & BOUNDARY: WESTWOOD PROFESSIONAL SERVICES, INC.
12204 WHITEWATER DRIVE,
PH: (952) 937-5150
- B. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER'S/DEVELOPER SITE WORK SPECIFICATIONS.
- C. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING STRUCTURES, RELATED NOTED SEE SITE WORK SPECIFICATIONS.
- D. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL TREES, RUBBISH AND OTHER MATERIALS ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- E. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- F. WARRANTY/DISCLAIMER:
THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN CONTRACTORS AND DOES NOT EXCEED THE OWNER'S/DEVELOPER'S SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED IN THESE PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTINUING BASIS AT THE SITE.
- G. SAFETY NOTICE TO CONTRACTOR:
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE SAFETY OF THE JOB SITE, INCLUDING SAFETY OF THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR APPLYING CONTROLS AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO BE A BASIS FOR LIABILITY OF THE CONTRACTOR'S SAFETY PERSONNEL, IN OR OUT OF HOURS OF THE CONSTRUCTION SITE.
- H. ALL CONSTRUCTION IN STATE HIGHWAY DEPARTMENT RIGHT-OF-WAY SHALL BE COORDINATED WITH THE HIGHWAY DEPARTMENT RESIDENT ENGINEER.
- I. RESIDENT ENGINEERING SERVICES:
RESIDENT ENGINEERING SERVICES SHALL BE PROVIDED BY THE ENGINEERS (ON A TIME AND FREQUENCY BASIS) ACCEPTABLE TO THE CITY ENGINEER FOR IMPROVEMENTS TO PUBLIC WATER MAINS, PUBLIC SEWER AND CITY STREETS AT THE COMPLETION OF CONSTRUCTION. THE ENGINEER SHALL CERTIFY THE CONSTRUCTION TO BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS. THE ENGINEER'S SERVICES SHALL BE PROVIDED ON A TIME AND SHALL BE COORDINATED WITH CEI ENGINEERING ASSOCIATES, INC. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE RESIDENT ENGINEER OF ANY PRECONSTRUCTION / CONSTRUCTION CONCERNS AND ANY PUBLIC CONSTRUCTION 24 HOURS PRIOR TO SUCH ACTION.

NOTICE TO BIDDERS:

ALL QUESTIONS REGARDING THE PREPARATION OF THE GENERAL CONTRACTOR'S BID SHALL BE DIRECTED TO THE OWNER'S FIELD CONSTRUCTION MANAGER:
CHRIS JOHNSON
ODYSSEY SERVICES GROUP, LLC
PHONE: (479) 402-4692
THE SUBCONTRACTORS MUST DIRECT THEIR QUESTIONS THROUGH THE GENERAL CONTRACTOR, THE CONSULTING ARCHITECT AND/OR THE CONSULTING ENGINEER SHALL NOT BE CONTACTED DIRECTLY WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S FIELD OFFICE.

FLOOD CERTIFICATION:

BY SCALED MAP LOCATION AND GRAPHICAL DOTTING ONLY. THIS PROPERTY IS LOCATED IN ZONE "X" UNSHADDED WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. FLOOD INSURANCE RATE MAP FOR REGIONAL MAP NUMBER: 270530201G
MAP REVISED: NOVEMBER 4, 2016

APPROVED _____

DATE _____

CITY OF BROOKLYN PARK, MINNESOTA



VICINITY MAP
NOT TO SCALE

CEI CONTACT:

TRANS ALTY
PROJECT MANAGER
7ALTY@CEIENGS.COM
PHONE: (479) 273-9472

OWNER:

ODYSSEY SERVICES GROUP, LLC
CHRIS JOHNSON
NORTHWEST ARKANSAS
PH: (479) 402-4692
PH: (479) 402-4692

ARCHITECT:

HARRISON RENICK & ASSOCIATES
MEGHAN DAVIS
1705 S. WALTON BLVD., STE 3
BENTONVILLE, AR 72712
PHONE: (479) 273-7780 EXT. 269

PLAN INDEX:

CO.0	COVER SHEET
C1.0	DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	EROSION CONTROL PLAN
C5.0	UTILITY PLAN
C6.0	PAVING PLAN
C7.0	LANDSCAPE PLAN
C7.1	LANDSCAPE NOTES
C8.0	IRRIGATION PLAN
C8.1	IRRIGATION NOTES
C9.0	DETAIL SHEET 1
C9.1	DETAIL SHEET 2
C9.2	DETAIL SHEET 3
C9.3	DETAIL SHEET 4

ASSOCIATED PLANS:

SURVEY	1 OF 2	ALTYAKSAM SURVEY
	2 OF 2	ALTY / ACM SURVEY

RESOURCE LIST:

ZONING:	BROOKLYN PARK PLANNING DEPARTMENT 5200 85TH AVE N BROOKLYN PARK, MN PHONE: (763) 493-8051
BUILDING:	BROOKLYN PARK BUILDING INSPECTIONS 5200 85TH AVE N BROOKLYN PARK, MN PHONE: (763) 493-8051
ENGINEERING:	BROOKLYN PARK PLANNING DEPARTMENT 5200 85TH AVE N BROOKLYN PARK, MN PHONE: (763) 493-8109
STORMWATER:	MINNESOTA TOWNSHIP PLANNING AGENCY 501 LAVERGNE RD BENTONVILLE, AR 72728 PHONE: (479) 273-7780 EXT. 269
TELEPHONE:	429 COMMERC DRIVE WOODBURY, MN 55125 PHONE: (651) 496-9293
WATER AND SEWER:	CITY OF BROOKLYN PARK 5200 85TH AVE N BROOKLYN PARK, MN PHONE: (763) 493-8185
ELECTRIC:	414 NICOLET HALL MINNEAPOLIS, MN 55401 PHONE: (612) 526-4999
MATERIALS:	700 W LINDEN AVE MINNEAPOLIS, MN 55403 PHONE: (612) 526-5277
CONCRETE/PAVING:	429 COMMERC DRIVE WOODBURY, MN 55125 PHONE: (651) 496-9293
CONTRACTOR:	1 JOHN CUNNINGHAM FINE CHIEF BROOKLYN PARK, MN 55443 PHONE: (763) 493-8201

Jeff St. Martin
Flemingsthai@brooklynpark.org



CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • LAND SURVEYING • PLANNING
BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

Professional Engineer 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.
Signature: Andrew E. Bielecki
Date: 01/05/2024
License Number: 59050

COVER SHEET
SHEET TITLE
SHEET NUMBER
CO.0

PROFESSIONAL OF RECORD	ABD
PROJECT MANAGER	TLA
DESIGNER	ASM
CI PROJECT NUMBER	33124
DATE	1/5/2024
REVISION	REV.0

CLEAN FREAK CARWASH POWERED BY CIRCLE K
EDINBURGH CENTRE DR.
BROOKLYN PARK, MN

NO.	DESCRIPTION	DATE

CEI ENGINEERING ASSOCIATES, INC.
3108 SW RENOVATION
BENTONVILLE, AR 72712
PH: (479) 273-9844

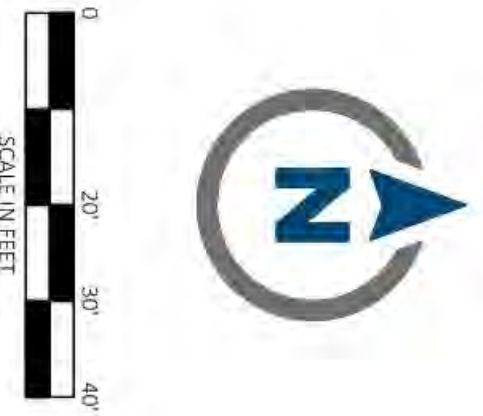


GENERAL EROSION NOTES CONT'D

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR SHALL BE REPLACED IF THEY SHOW SIGNS OF DETRIORATION.
2. ALL SEDIMENT AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND SEEDING AS NEEDED.
3. SILT FENCES AND MATS SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. STORMWATER SHALL BE REMOVED FROM THE SILT FENCES AND MATS WHEN IT REACHES ONE-THIRD TO ONE-HALF THE HEIGHT OF THE BARRIERS.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT STORMWATER FROM FLOWING OR MOUNDING ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASIN SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT IN THE SEDIMENTATION BASIN SHALL NOT EXCEED A DEPTH OF APPROXIMATELY 50% OF THE STORAGE VOLUME.
7. IF THE STONES IN THE GRAVEL INLET SEDIMENT FILTERS OR ROCK CHECK DAMS BECOME CLOGGED WITH SEDIMENT, THE STONES MUST BE PULLED AWAY, CLEANED AND REPLACED.
8. THE EMBANKMENT OF THE SEDIMENTATION BASIN SHALL BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT.
9. SEDIMENT IN THE TEMPORARY SEDIMENT TRAP SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS REACHED A DEPTH OF APPROXIMATELY 50% OF THE STORAGE VOLUME.
10. THE TEMPORARY SEDIMENT TRAP AND SEDIMENTATION BASIN STRUCTURES SHALL BE CHECKED REGULARLY TO ENSURE THAT THEY ARE STRUCTURALLY SOUND AND HAVE NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT.
11. DIVERSION DICES AND/OR DITCHES SHALL BE CHECKED REGULARLY FOR EROSION AND SCOUR. ANY HAZARDOUS AREAS FOUND MUST BE IMMEDIATELY REPAIRED.
12. CONCRETE WASHOUT AREAS SHALL BE CHECKED REGULARLY FOR LEAKS AND CAPACITY. ALL LEAKS MUST BE REPAIRED IMMEDIATELY. WHEN THE WASHOUT VOLUME HAS BEEN REDUCED BY 85%, THE BWP MUST BE REMOVED AND REPLACED.

GENERAL EROSION NOTES

1. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT GREATER THAN 0.25 INCHES, AND SHOULD BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT GREATER THAN 0.25 INCHES, AND SHOULD BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
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NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, STORED LOCATIONS AND PRECISE BUILDING DIMENSIONS.



SITE BENCHMARK
THE BENCHMARK IS PROVIDED BY THE USER. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE BENCHMARK.



VICINITY MAP
NOT TO SCALE

EXISTING LEGEND

—	EAST OF ELECTRIC	—	OVERHEAD TELEPHONE
—	NORTH	—	OVERHEAD TV
—	OVERHEAD	—	OVERHEAD
—	SOUTH OF SEWER	—	SANITARY SEWER
—	UNDERGROUND	—	UNDERGROUND ELECTRIC
—	WEST OF WATER	—	UNDERGROUND ELECTRIC AND TELEPHONE
—	PROPERTY LINE	—	UNDERGROUND TELEPHONE
—	RIGHT OF WAY LINE	—	UNDERGROUND TV
—	STORM DRAIN	—	WATER
—	GAS	—	THREE INCH
—	OVERHEAD ELECTRIC	—	5.5 DIAMETER OF TRUNK IN FEET
—	OVERHEAD ELECTRIC AND TELEPHONE	—	10" DIAMETER OF TRUNK IN FEET
—		—	50.5' ELEVATION AT BASE OF TREE

PROPOSED LEGEND

—	PROPERTY LINE/RIGHT OF WAY LINE	□	CONCRETE WASHOUT
—	LIMITS OF DISTURBANCE	□	CONSTRUCTION ENTRANCE
—	CONTROL ELEVATIONS	□	INLET PROTECTION
—	GRADE BREAK	□	SWP-QI (BIG RED)
—	FLOW LINE	□	
—	STORM DRAIN	□	
—	ROCK CHECK DAM	□	
—	COMBINATION INLET	□	
—	FLAGGED ROAD SECTION	□	
—	GRASS TRAP / OIL & WATER SEPARATOR / SAMPLE WELL BASIN	□	

AREA OF DISTURBANCE = 1.62 ACRES (70,567 S.F.)

SOIL TYPES

U2A URBAN DISTURBED SUBSTRATUM, 0 TO 2 PERCENT SLOPES

EROSION DETAILS

1. SWP-QI (BIG RED) OR APPROVED EQUIVALENT
2. TEMPORARY GRANUL CLING MAT SEDIMENT FILTER
3. TEMPORARY SILT FENCE INLET PROTECTION
4. TEMPORARY SILT FENCE
5. TEMPORARY CONSTRUCTION ENTRANCE
6. TEMPORARY CONCRETE WASH OUT
7. SEQUENCE OF CONSTRUCTION
8. INSTALL STABILIZED CONSTRUCTION ENTRANCES
9. CONSTRUCT THE TEMPORARY PARKING AND STORAGE AREA
10. CONSTRUCT THE TEMPORARY SEDIMENT TRAP BASIN AND REMAINMENT SWALE
11. INSTALL ROCK CHECK DAMS IN PERMANENT SWALES
12. BEGIN GRADING THE SITE
13. AS GRADING PROGRESSES, INSTALL MATS AT NEWLY CONSTRUCTED ENTRANCES
14. TEMPORARY CONSTRUCTION ENTRANCES AND STRUCTURES
15. INSTALL INLET PROTECTION DEVICES AT INLETS AND BIG BIRDS AT CURB CUTS
16. PREPARE SITE FOR PAVING
17. PAVE SITE
18. CONCRETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING
19. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED)

Professional Engineer Certification
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Signature: Andrew E. Dineen
Date: 01/05/2024
License Number: 59090

PROFESSIONAL OF RECORD
DESIGNER: ASM
PROJECT NUMBER: 33124
DATE: 1/5/2024
REVISION: REV 0

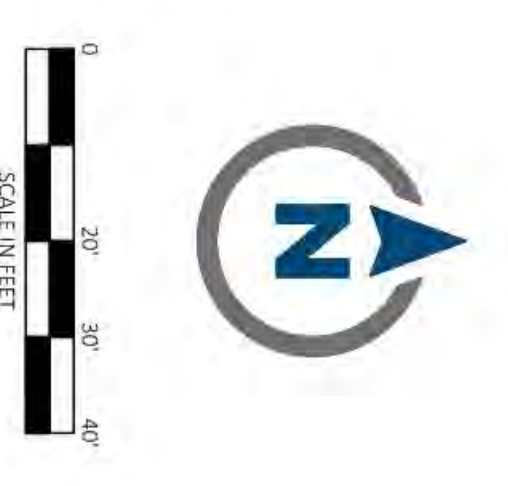
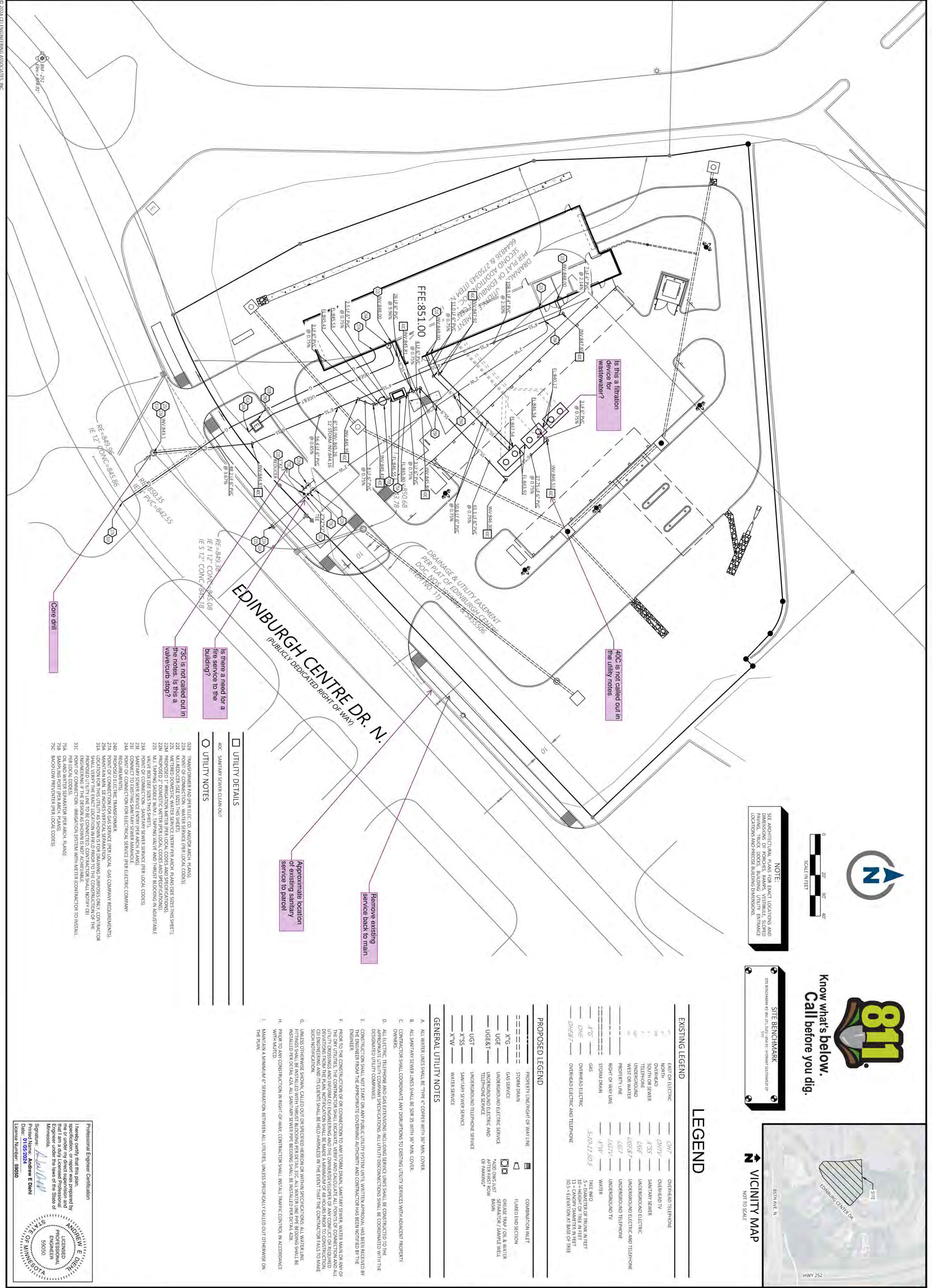
EROSION CONTROL PLAN
SHEET TITLE
SHEET NUMBER
C4.0

CLEAN FREAK CAR WASH
Powered by circle K

NO.	DESCRIPTION	DATE

CEI ENGINEERING ASSOCIATES, INC.
3018 SW REPUBLIC HWY
BROOKLYN PARK, MN 55422
TEL: (763) 272-8844
FAX: (763) 272-8844

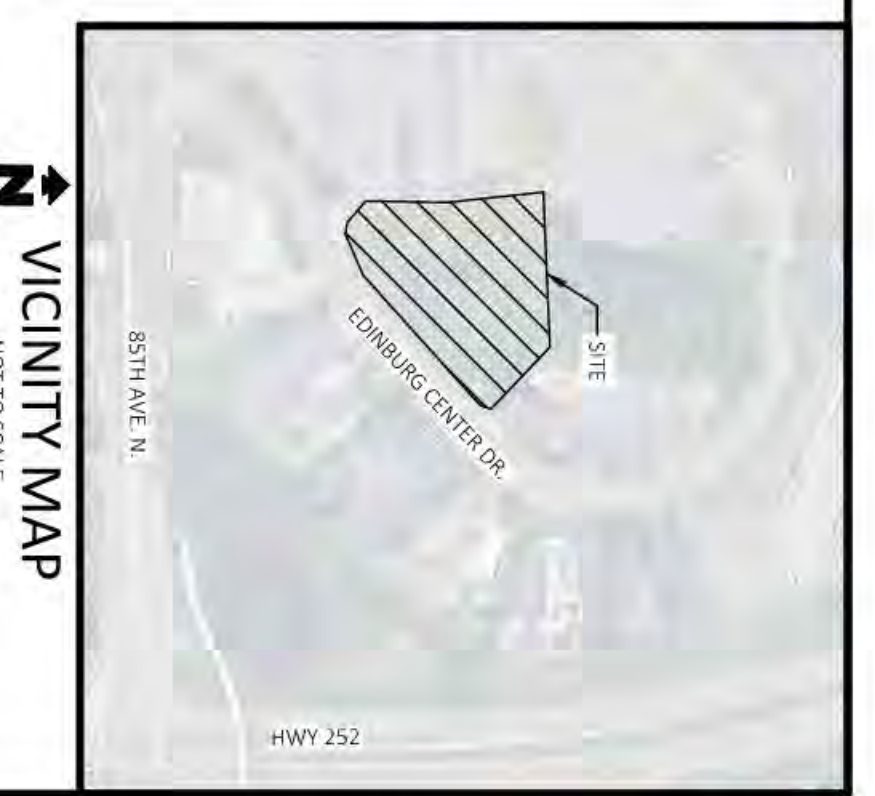
Solutions for Land and Life



NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULES, STORED LOCATIONS AND PRECISE BUILDING DIMENSIONS.

811
Know what's below.
Call before you dig.

SITE BENCHMARK
SEE EXISTING SURVEY RECORDS FOR BENCHMARK LOCATION AND PRECISE BUILDING DIMENSIONS.



VICINITY MAP
NOT TO SCALE

LEGEND

EXISTING LEGEND	
—	EAST OR ELECTRIC
—	NORTH
—	OVERHEAD
—	SOUTH OR SEWER
—	UNDERGROUND
—	WEST OR WATER
—	PROPERTY LINE
—	RIGHT OF WAY LINE
—	STORM DRAIN
—	GAS
—	OVERHEAD ELECTRIC
—	OVERHEAD ELECTRIC AND TELEPHONE

PROPOSED LEGEND	
—	PROPERTY LINE/RIGHT OF WAY LINE
—	STORM DRAIN
—	GAS SERVICE
—	UNDERGROUND ELECTRIC SERVICE
—	UNDERGROUND ELECTRIC AND TELEPHONE SERVICE
—	UNDERGROUND TELEPHONE SERVICE
—	UNDERGROUND TELEPHONE SERVICE
—	SANITARY SEWER SERVICE
—	WATER SERVICE

GENERAL UTILITY NOTES	
A.	ALL WATER LINES SHALL BE TYPE "C" COPPER WITH 3/8" MIN. COVER.
B.	ALL SANITARY SEWER LINES SHALL BE 30" S3 WITH 36" MIN. COVER.
C.	CONTRACTOR SHALL COORDINATE ANY DEVIATIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
D.	ALL ELECTRIC TELEPHONE AND GAS EXPANSIONS INCLUDING SERVICE LINES SHALL BE CONDUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE DISQUANTIFIED WITH THE CONTRACTOR.
E.	CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE GOVERNING AUTHORITY AND CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER.
F.	PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE NEW UTILITIES, THE CONTRACTOR SHALL EXCAVATE, REMOVE AND CALCULATE THE EXISTING CONNECTIONS AND ALL DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. CEI ENGINEERING AND ITS CLIENTS SHALL BE HEED WARNINGS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
G.	UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN SPECIFICATIONS, ALL WATER LINE FITTINGS SHALL BE INSTALLED WITH THROTS BECOMING PERMANENT. ALL WATER LINE FITTINGS SHALL BE INSTALLED PER LOCAL SANITARY SEWER SERVICE REQUIREMENTS. ALL SANITARY SEWER SERVICE SHALL BE INSTALLED PER LOCAL SANITARY SEWER SERVICE REQUIREMENTS.
H.	PRIOR TO ANY CONSTRUCTION IN RIGHT-OF-WAY, CONTRACTOR SHALL INSTALL TRAFFIC CONTROL IN ACCORDANCE WITH LOCAL CODES.
I.	MAINTAIN A MINIMUM 6" SEPARATION BETWEEN ALL UTILITIES, UNLESS SPECIFICALLY CALLED OUT OTHERWISE ON THE PLAN.

UTILITY DETAILS	
□	SANITARY SEWER CLEAN-OUT
○	UTILITY NOTES

- 028 TRANSFORMER PAD (PER ELEC. CO. AND/OR ARCH. PLANS)
- 029 MANHOLE (PER LOCAL CODES)
- 030 MANHOLE (SEE SIZES THIS SHEET)
- 031 MANHOLE (SEE SIZES THIS SHEET)
- 032 MANHOLE (SEE SIZES THIS SHEET)
- 033 MANHOLE (SEE SIZES THIS SHEET)
- 034 MANHOLE (SEE SIZES THIS SHEET)
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- 099 MANHOLE (SEE SIZES THIS SHEET)
- 100 MANHOLE (SEE SIZES THIS SHEET)

Professional Engineer Certification
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and I am a duly licensed Professional Engineer in the State of Minnesota.
Signature: Andrew E. Dini
Printed Name: Andrew E. Dini
Date: 01/05/2024
License Number: 59050

UTILITY PLAN
SHEET NUMBER: C5.0

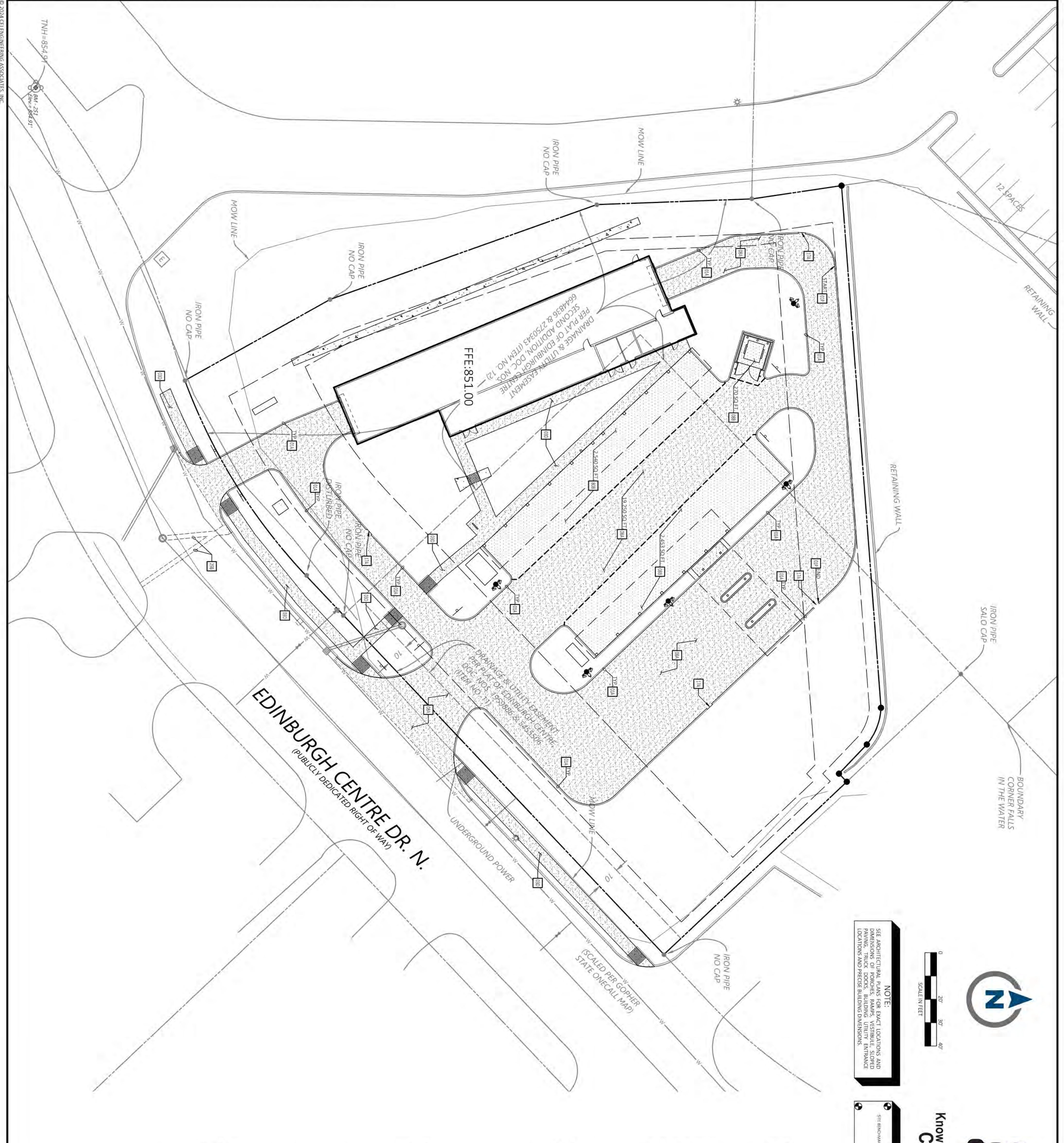
PROFESSIONAL OF RECORD	ADP
PROJECT MANAGER	TJA
DESIGNER	ASM
CI PROJECT NUMBER	33134
DATE	1/4/2024
REVISION	REV.0

PRELIMINARY NOT FOR CONSTRUCTION

CLEAN FREAK CARWASH POWERED BY CIRCLE K
EDINBURGH CENTRE DR.
BROOKLYN PARK, MN

CEI Solutions for Land and Life
CEI ENGINEERING ASSOCIATES, INC.
3108 SW REPUBLIC CROWY
BROOKLYN PARK, MN 55422
TEL: (763) 272-8844
FAX: (763) 272-8844

DRAWING LOCATION: \\BVL\PLANNAS01\CEI\BVL\CEI\ENG\COM\PROJECTS\33000\33134\0\DRAWINGS\DESIGN\WORKING\33134-SP.DWG - SAVED BY: -AMCDANIEL



NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULES, STORPS, LOCATIONS AND PRECISE BUILDING DIMENSIONS.



Know what's below.
Call before you dig.

SITE BENCHMARK
SITE BENCHMARK ELEVATION: 115.45 (AS PER PERMANENT SURVEY) OR
SITE



LEGEND

EXISTING LEGEND	
— CH/T —	OVERHEAD TELEPHONE
— NORTH —	OVERHEAD TV
— SOUTH OR SEWER —	1/35" SANITARY SEWER
— UNDERGROUND —	UNDERGROUND ELECTRIC
— WEST OR WATER —	UNDERGROUND ELECTRIC AND TELEPHONE
— PROPERTY LINE —	UG/T — UNDERGROUND TELEPHONE
— RIGHT OF WAY LINE —	UG/TV — UNDERGROUND TV
— STORM DRAIN —	4" W — WATER
— GAS —	5-10-11-50-5 — THREE INCH
— OVERHEAD ELECTRIC —	5" DIAMETER OF TRUNK IN FEET
— OVERHEAD ELECTRIC AND TELEPHONE —	10" HEIGHT OF TREE IN FEET
	50.5' ELEVATION AT BASE OF TREE

PROPOSED

—	PROPERTY LINE/RIGHT OF WAY LINE
—	CONCRETE CURB AND GUTTER SEE DETAIL D1A/D1B
—	COMBINATION INLET
—	FLARED END SECTION
—	GREY/SE TRAP / OIL & WATER SEPARATOR / SAMPLE WELL BASIN
—	LIMITS OF SIDEWALKS
—	LIMITS OF HEAVY ASPHALT PAVING (DETAIL D8B)
—	LIMITS OF ASPHALT PAVING (DETAIL D8A)

GENERAL PAVING NOTES

- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- PAVEMENT SECTION DESIGNS ARE TAKEN FROM THE GEOTECHNICAL INVESTIGATION REPORT AND AGRICOLA REPORT PREPARED BY PERCON CONSULTING ENGINEERS, INC. DATED JANUARY 2, 2008. REFER TO GEOTECHNICAL REPORT FOR SOILS AND TEST RESULTS AND REFER TO THE CONSTRUCTION MANUAL FOR PAVEMENT CONSTRUCTION.
- WITHIN 24 HOURS PRIOR TO ANY PAVING ACTIVITIES, THE CONTRACTOR SHALL PERFORM SURFACE DETRIORATION DURING PROJECT CONSTRUCTION.
- AFTER COMPLETING PAVING ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR PAVING PARALLEL CORDS (UNDER SUPERVISION OF MAIN SURVEYOR) AND SUBMITTING CORRECTIONS TO SUPERVISOR AND OWNER.
- CONCRETE TO ASPHALT STANDARD PAVEMENT HEADER SHALL BE USED FOR ALL CONCRETE TO ASPHALT INTERFACES.
- ALL AREAS WITH CONCRETE PAVING SHALL HAVE A "LIGHT BROOM" FINISH.
- UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON, OR WITHIN THE SPECIFICATIONS, ALL CURB AND GUTTER ADJACENT TO ASPHALT PAVING SHALL BE INSTALLED PER DETAIL D1A.
- ALL CURB AND GUTTER ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL D1B.
- PRIOR TO ANY CONSTRUCTION IN RIGHT-OF-WAY, CONTRACTOR SHALL INSTALL TRAFFIC CONTROL IN ACCORDANCE WITH MUTCD.

PAVING DETAILS

- D1A TYPE A CONCRETE CURB AND GUTTER
- D1P RAISED CURB AND GUTTER
- D3D CONCRETE SIDEWALK
- D3E HEAVY DUTY ASPHALT PAVING
- D3F HEAVY DUTY ASPHALT PAVING
- D3G ASPHALT STREET OR DRIVE CUT REPAIR

Professional Engineer 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.
Signature: *Andrew E. Dichtl*
Printed Name: Andrew E. Dichtl
Date: 01/25/2024
License Number: 59950

Professional of Record
PROJECT MANAGER
DESIGNER
DATE
REVISION

ADP
TJA
ASB
3/13/2024
REV.0

PAVING PLAN
SHEET NUMBER
C6.0

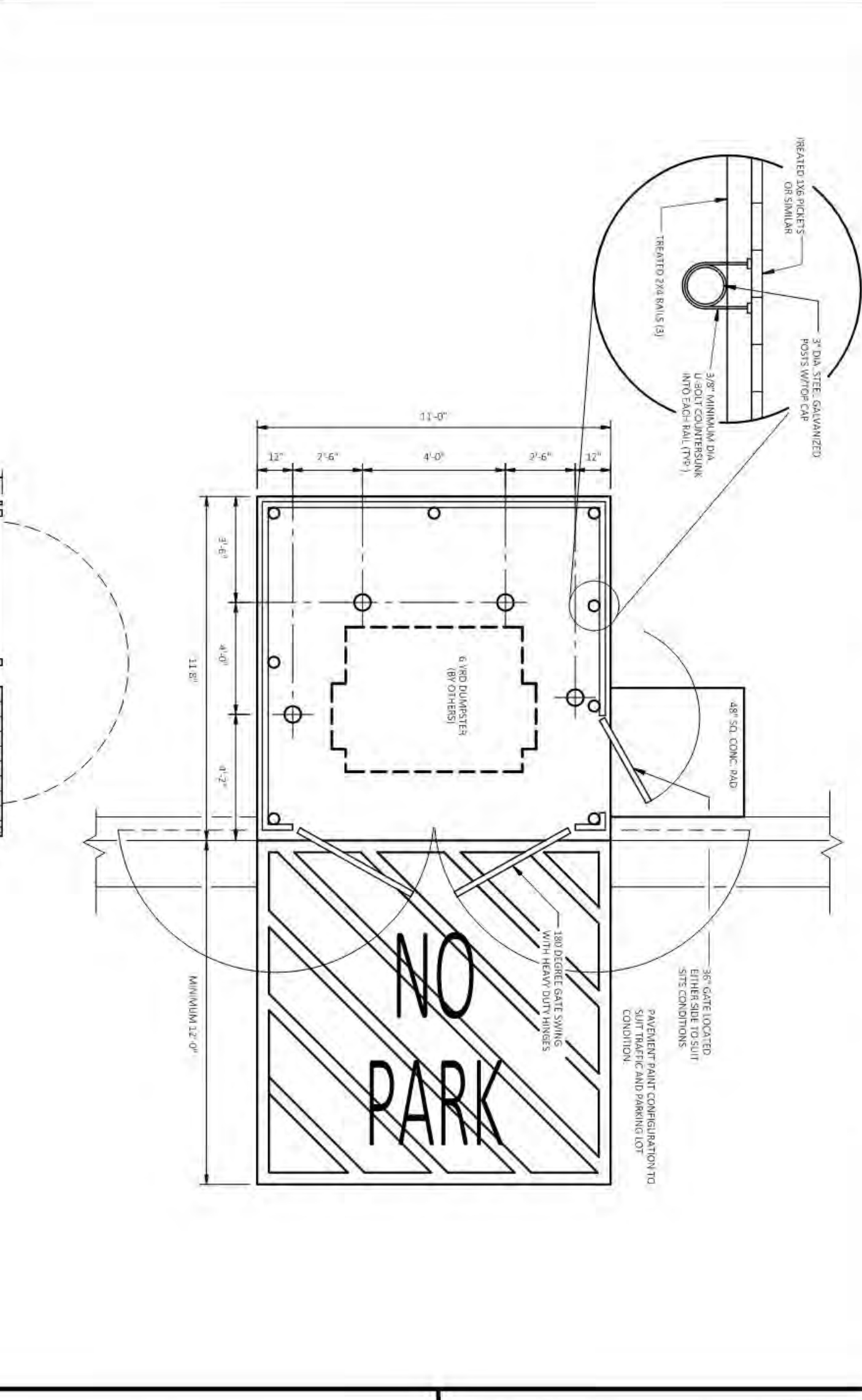
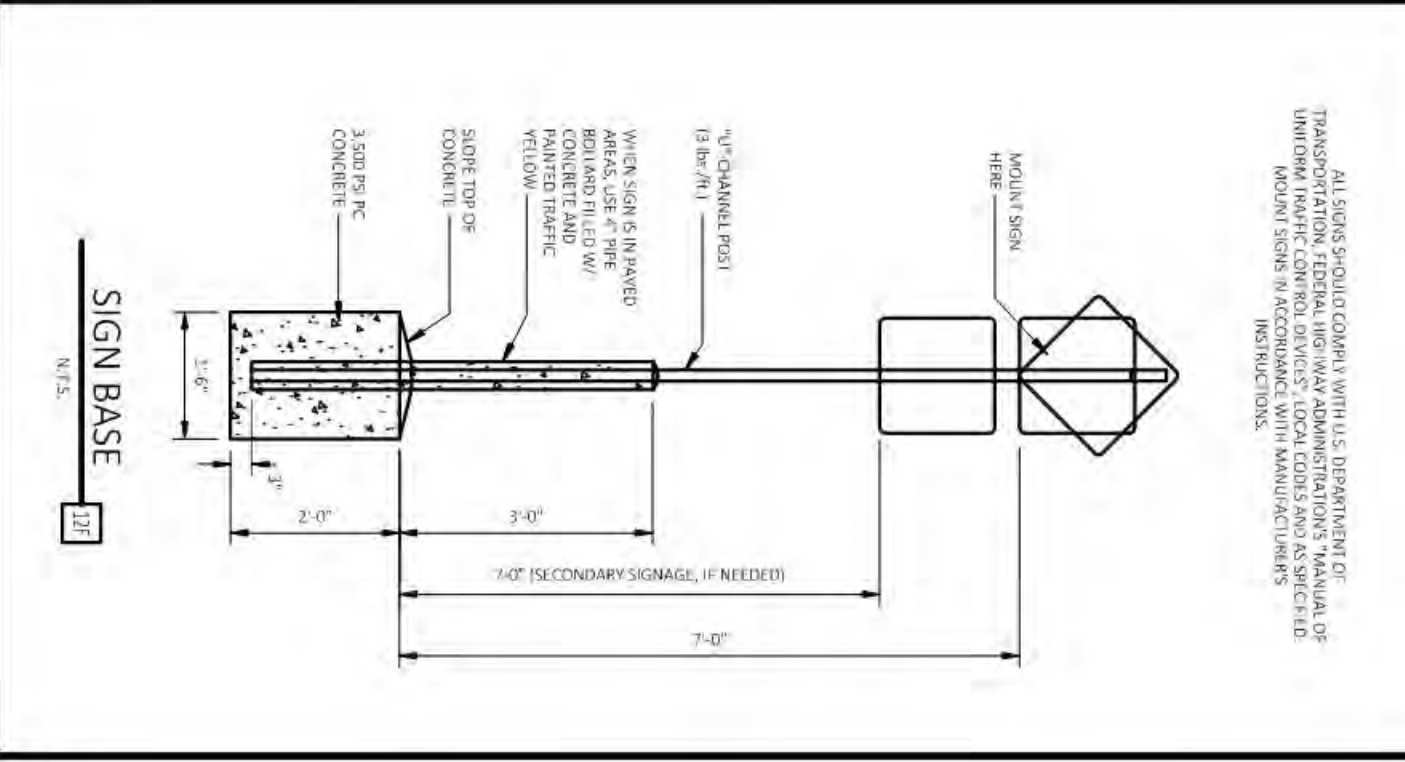
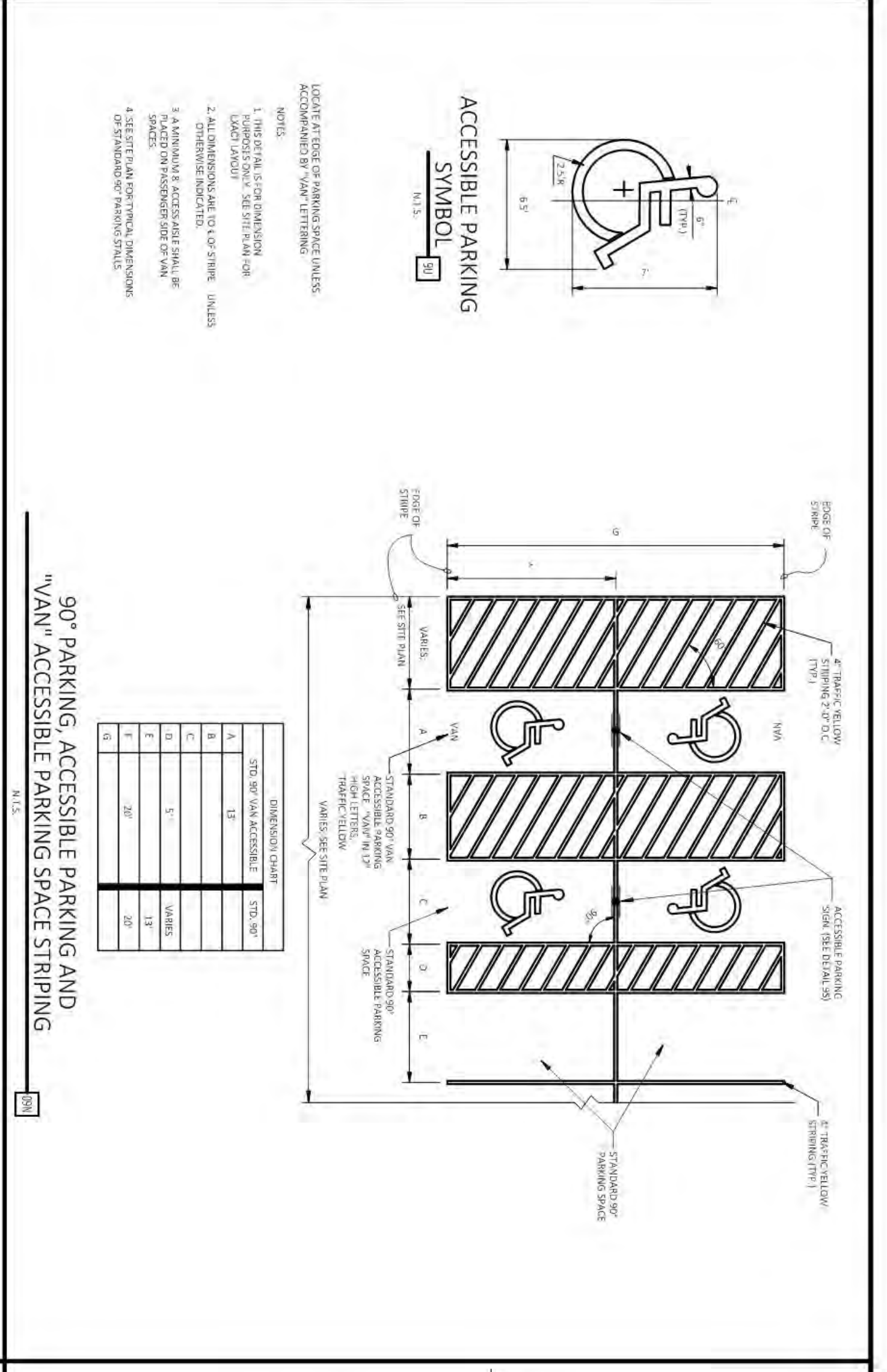
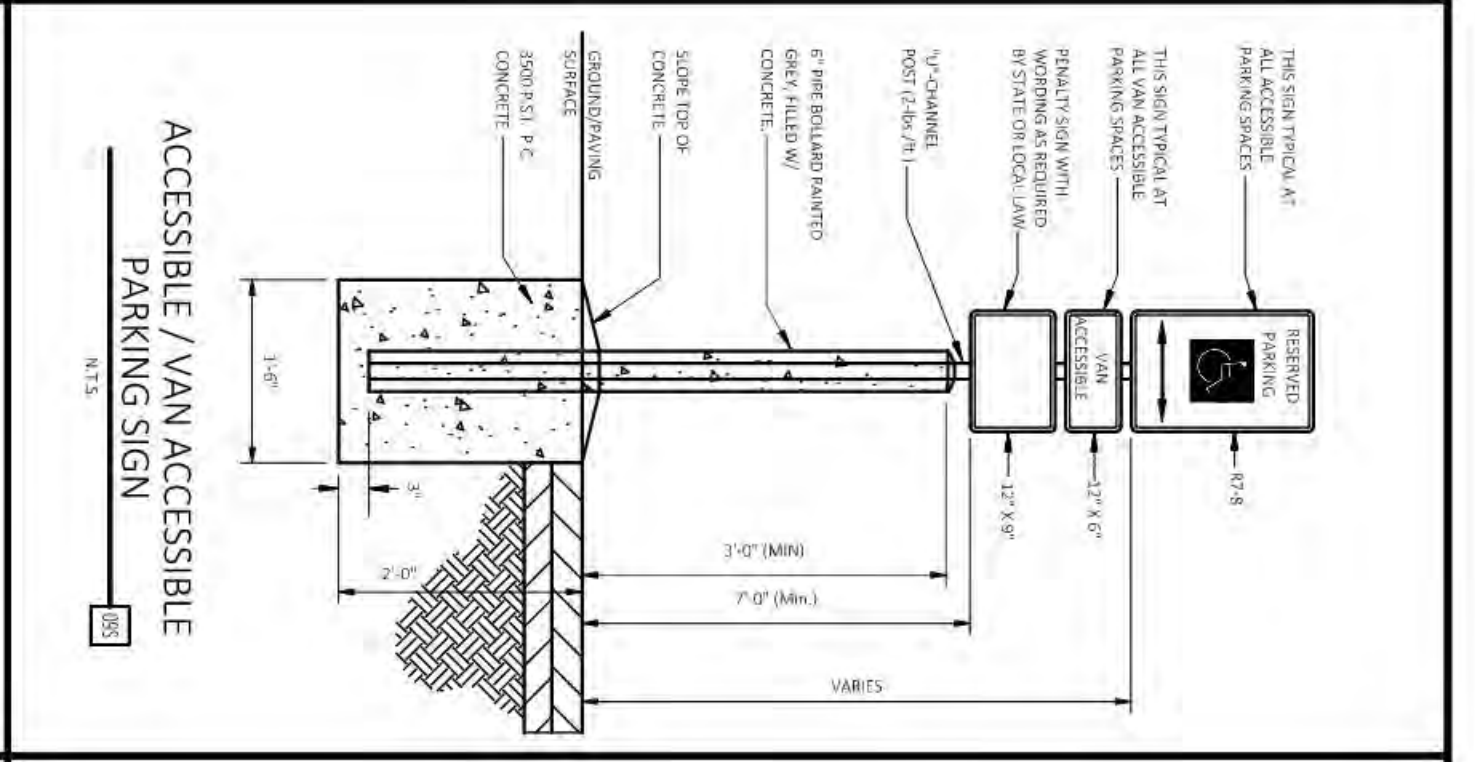
CLEAN FREAK CARWASH POWERED BY CIRCLE K
EDINBURGH CENTRE DR.
BROOKLYN PARK, MN



NO.	DESCRIPTION	DATE

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REPUBLIC HWY
BROOKLYN PARK, MN 55422
TEL: (763) 272-8844
FAX: (763) 272-8844

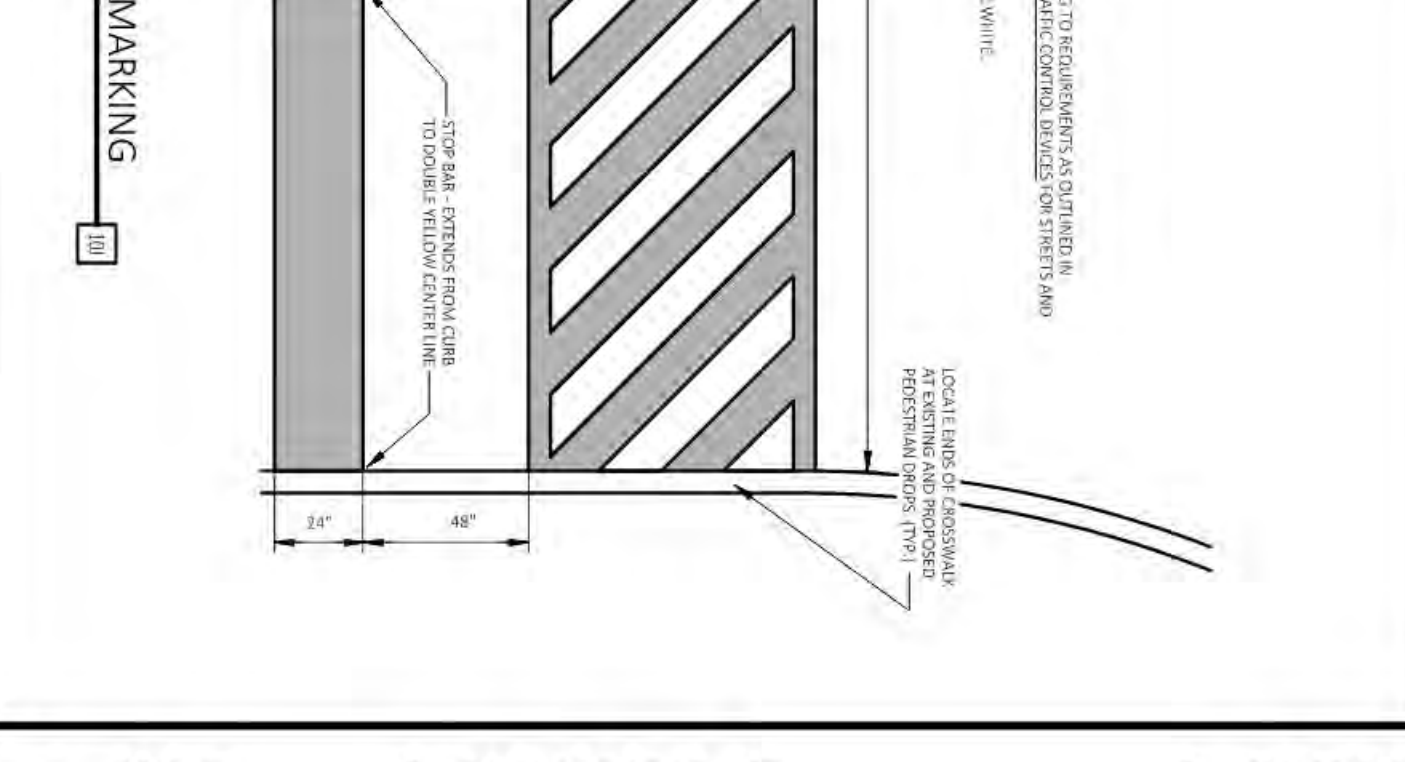
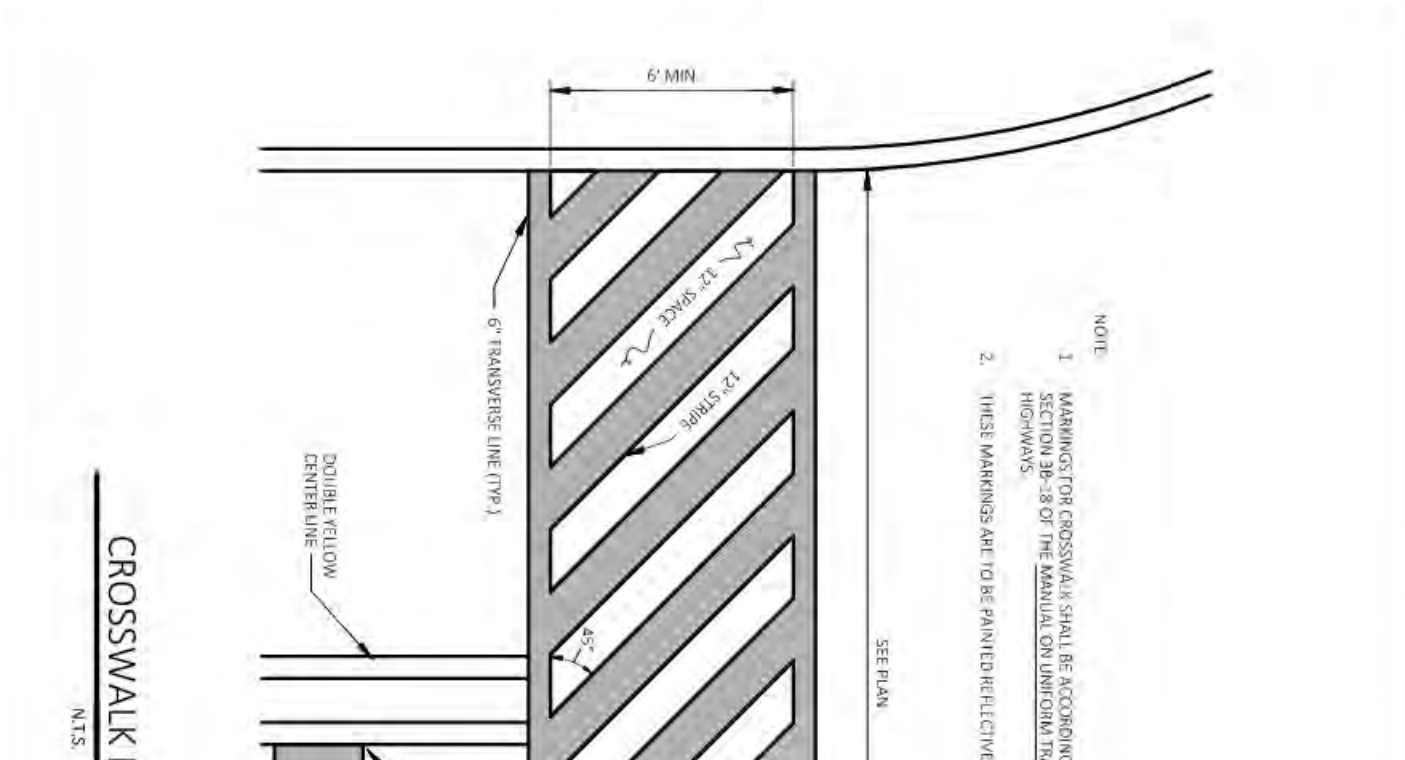
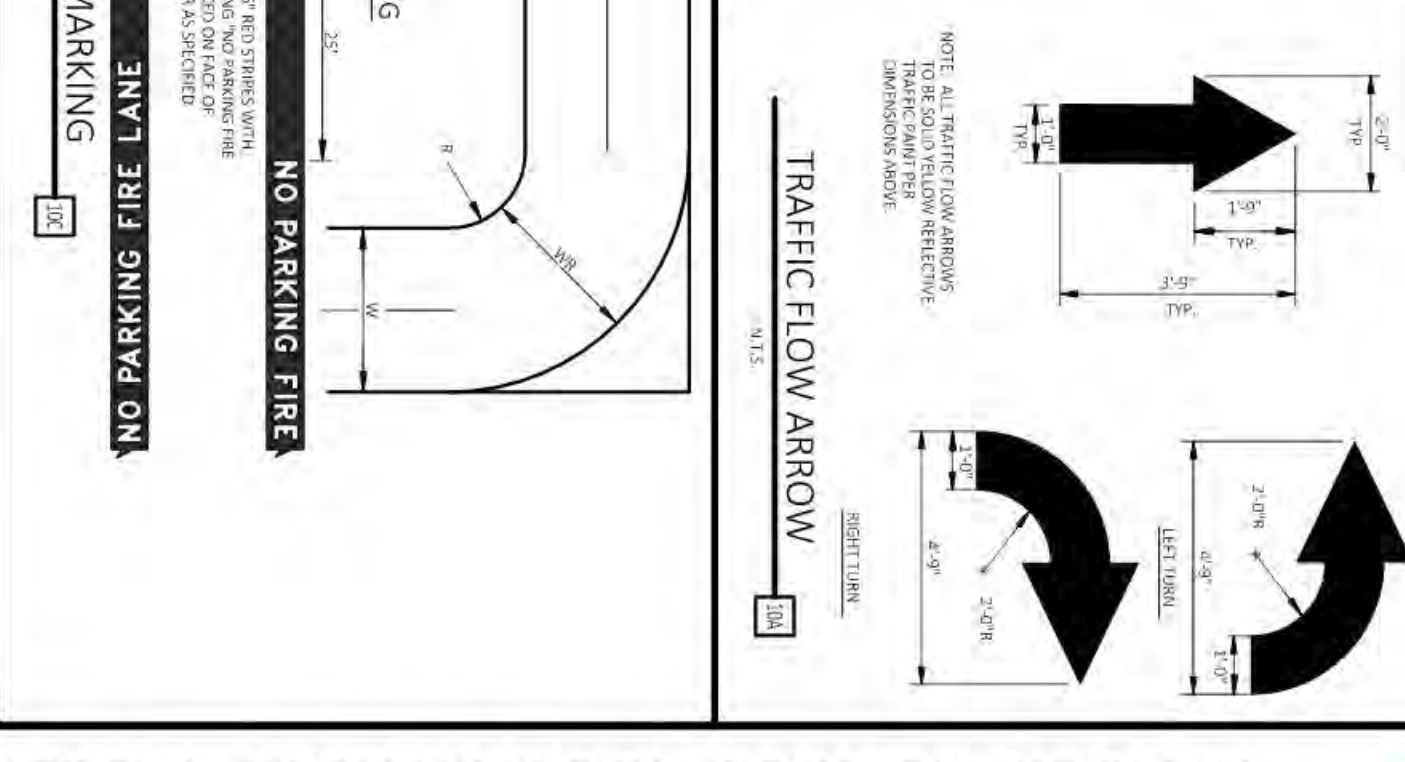
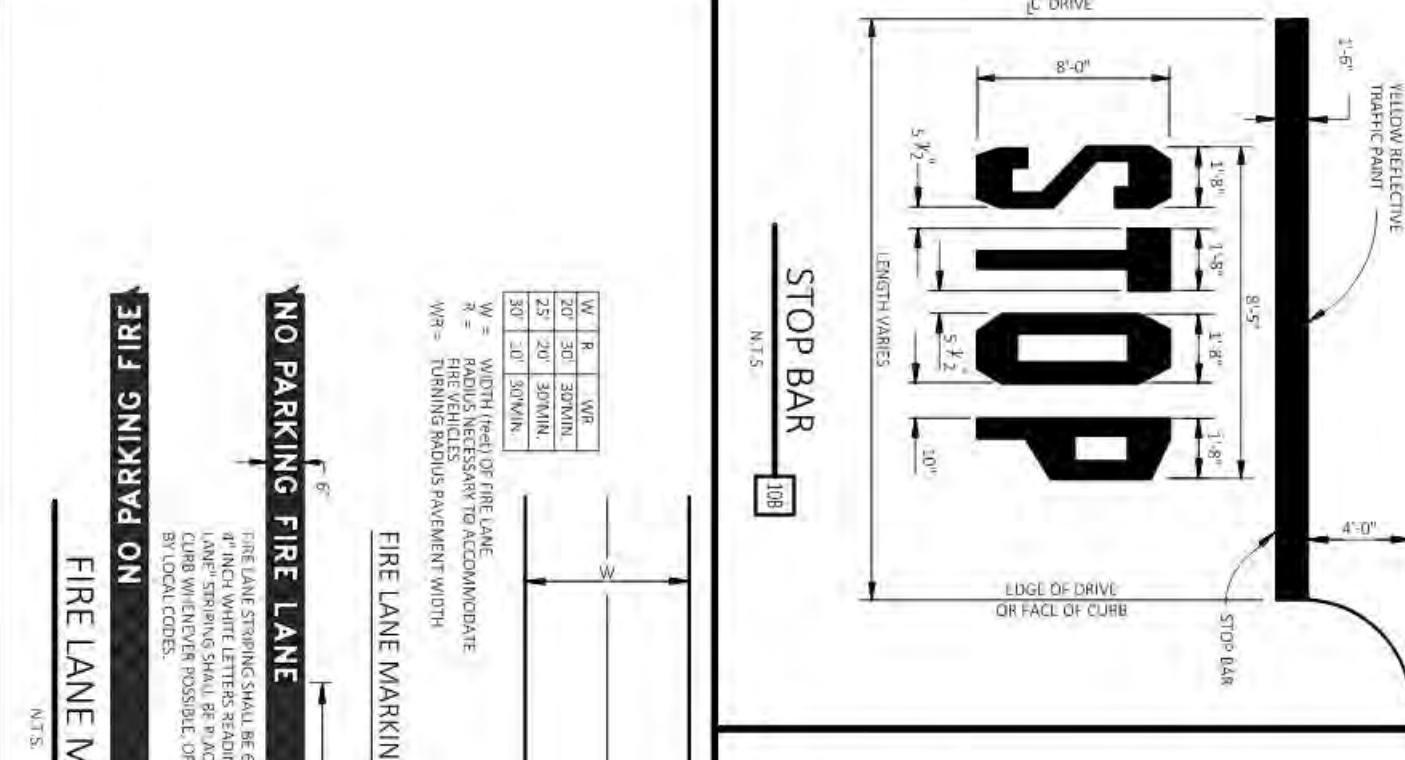
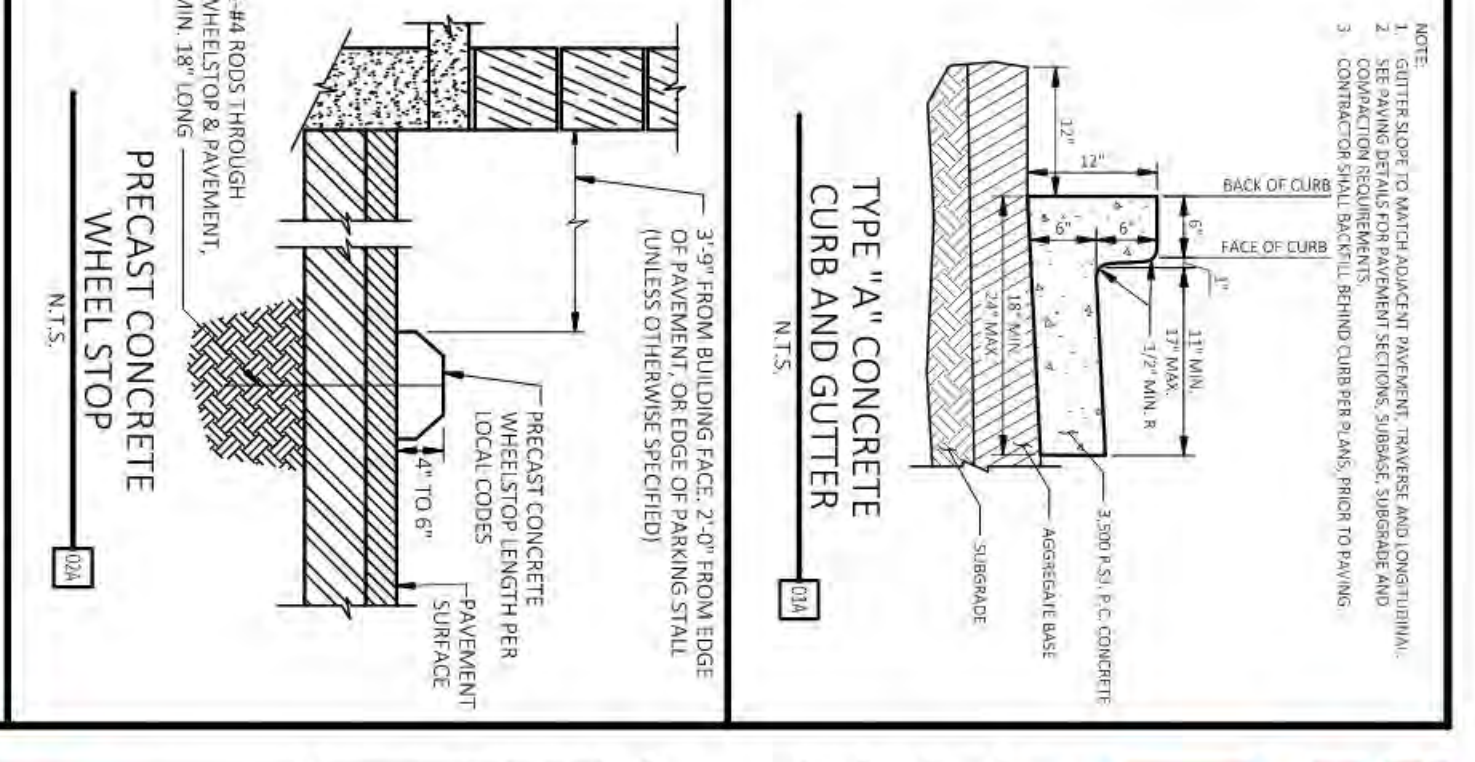
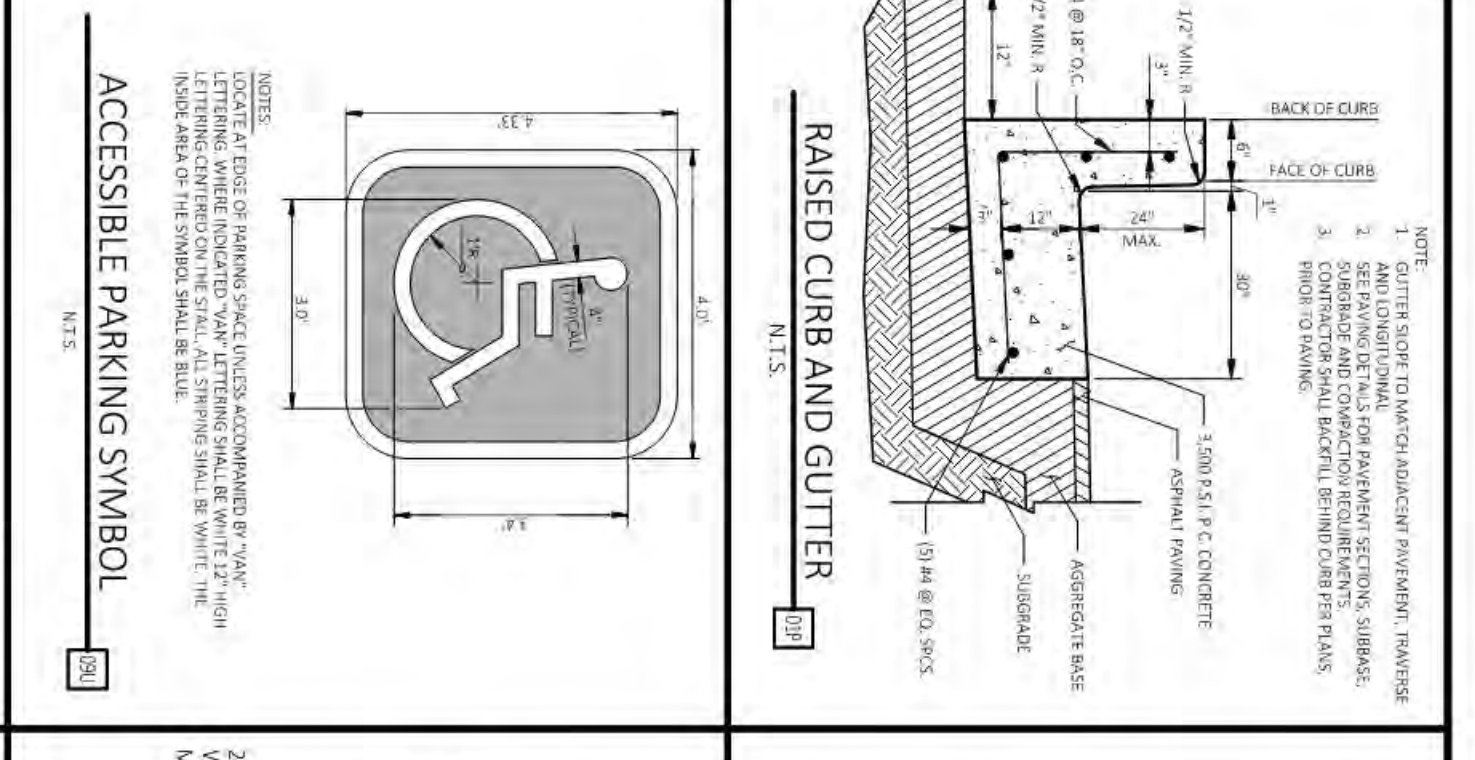
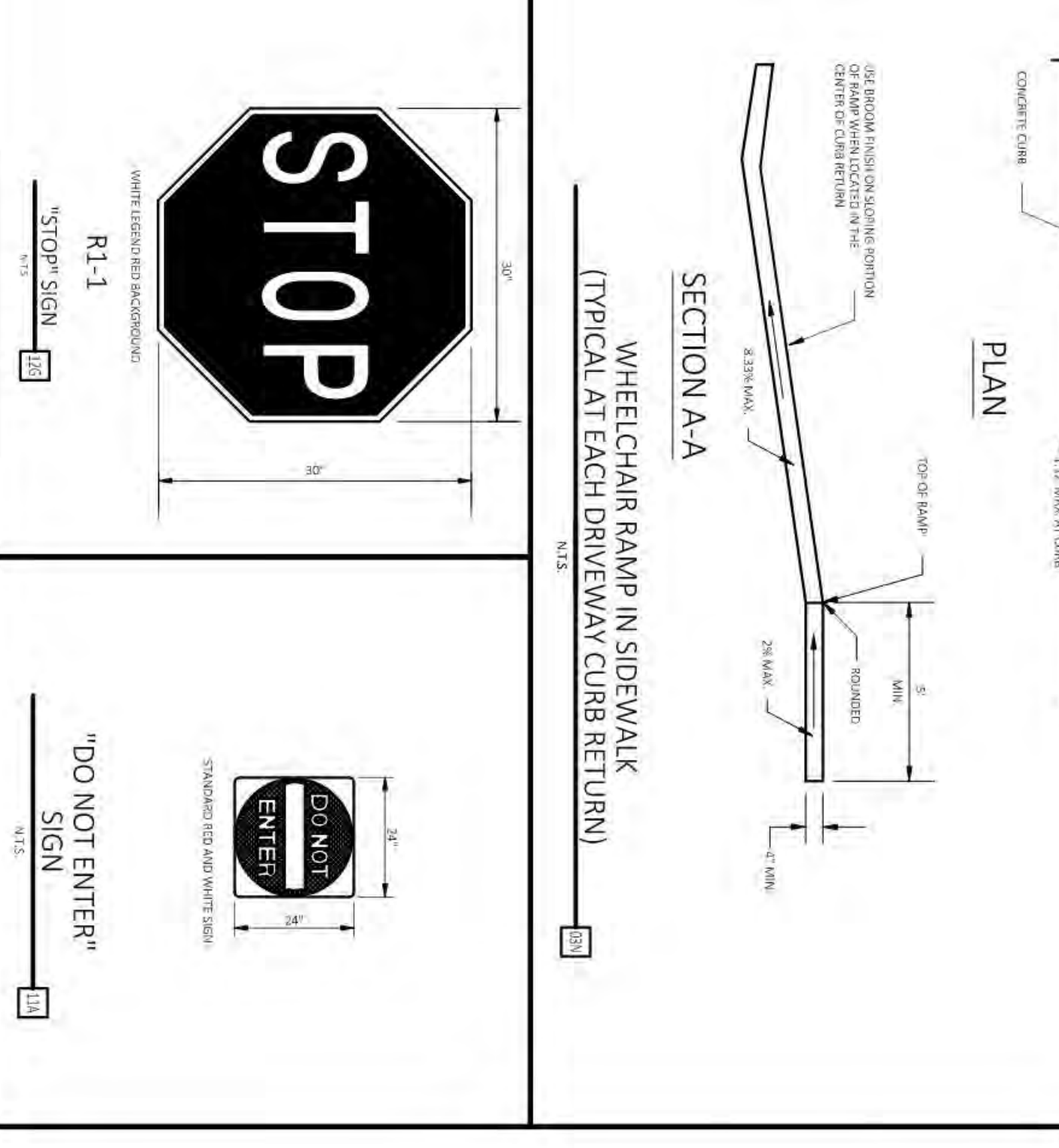
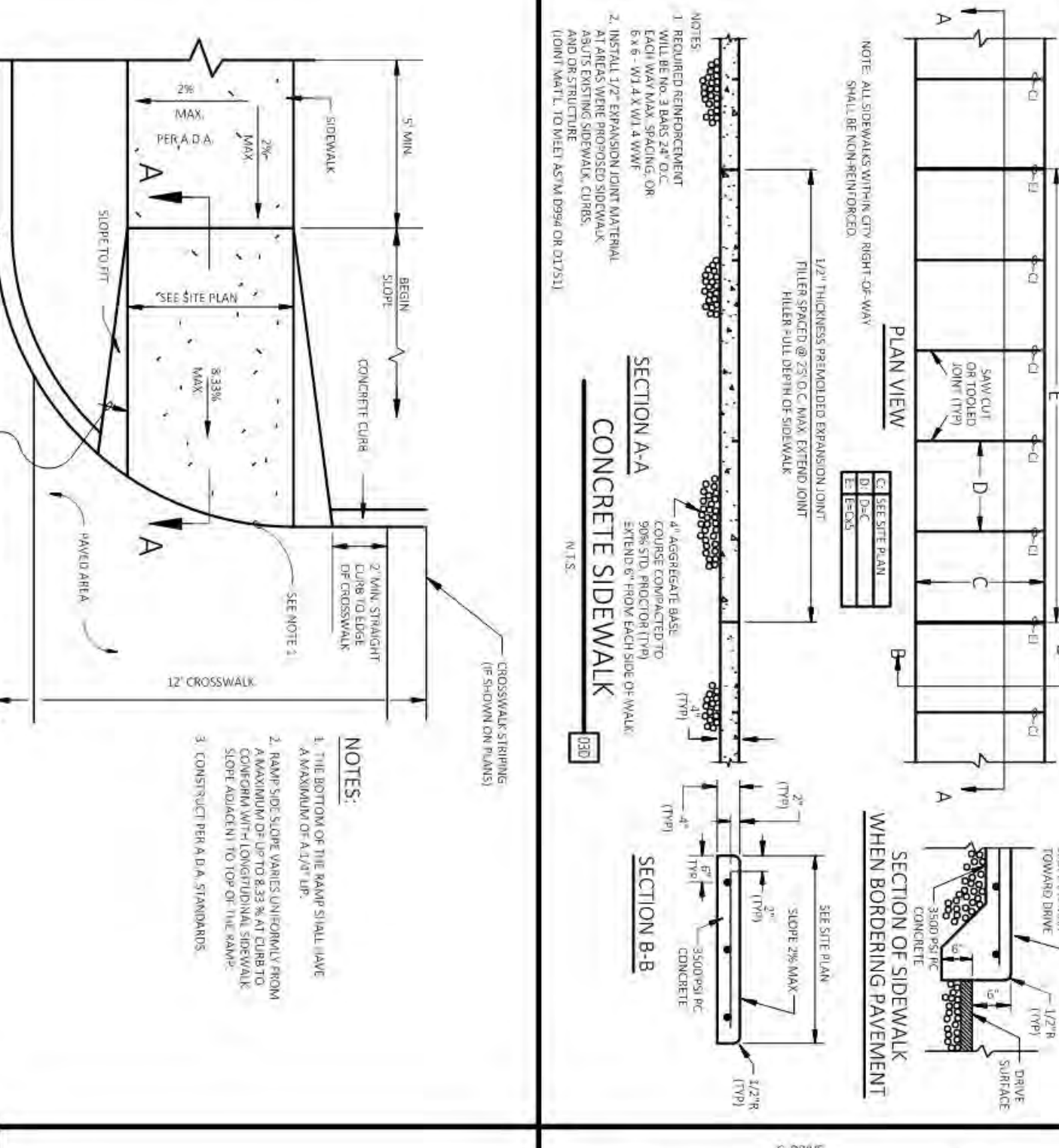
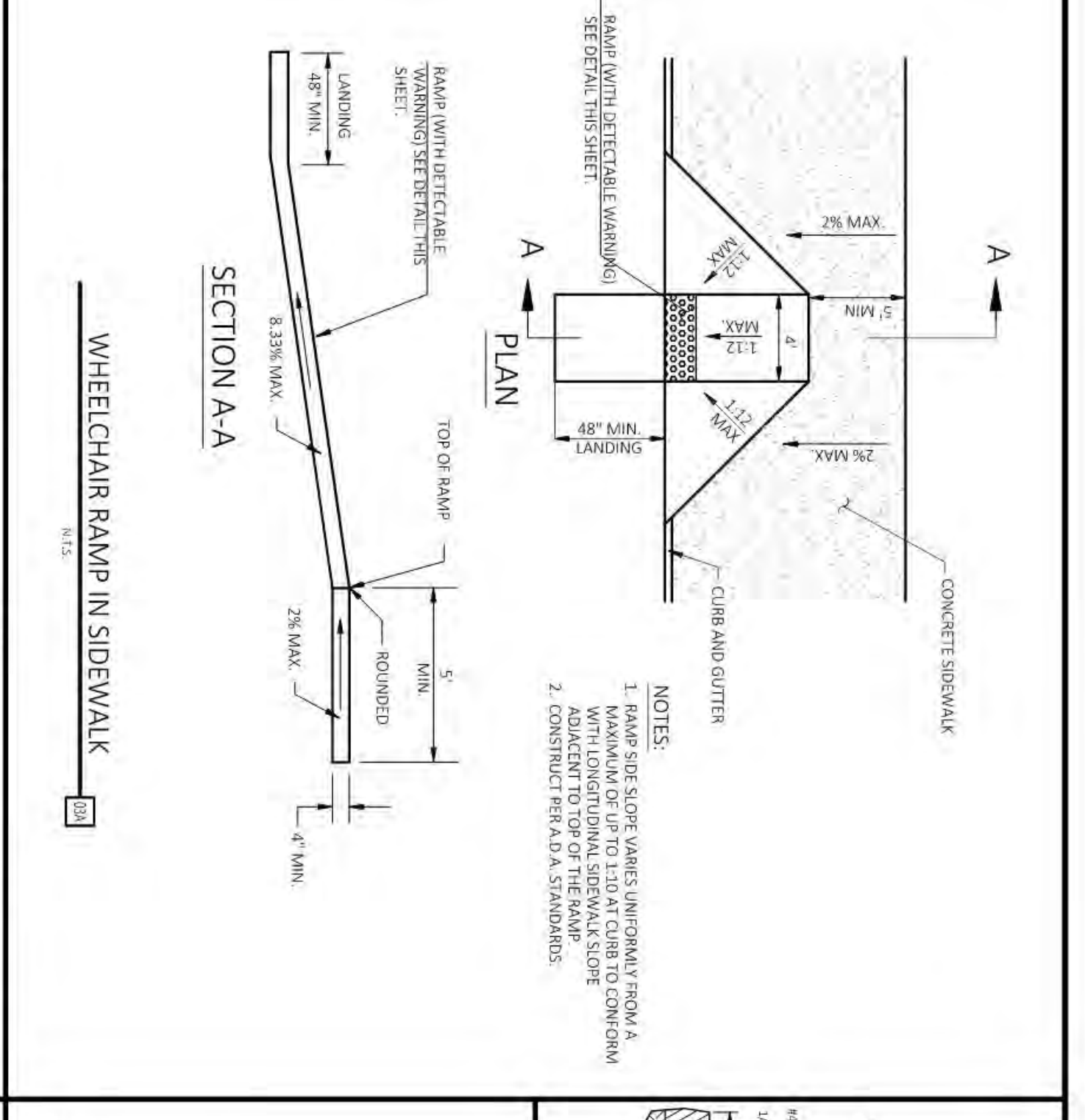
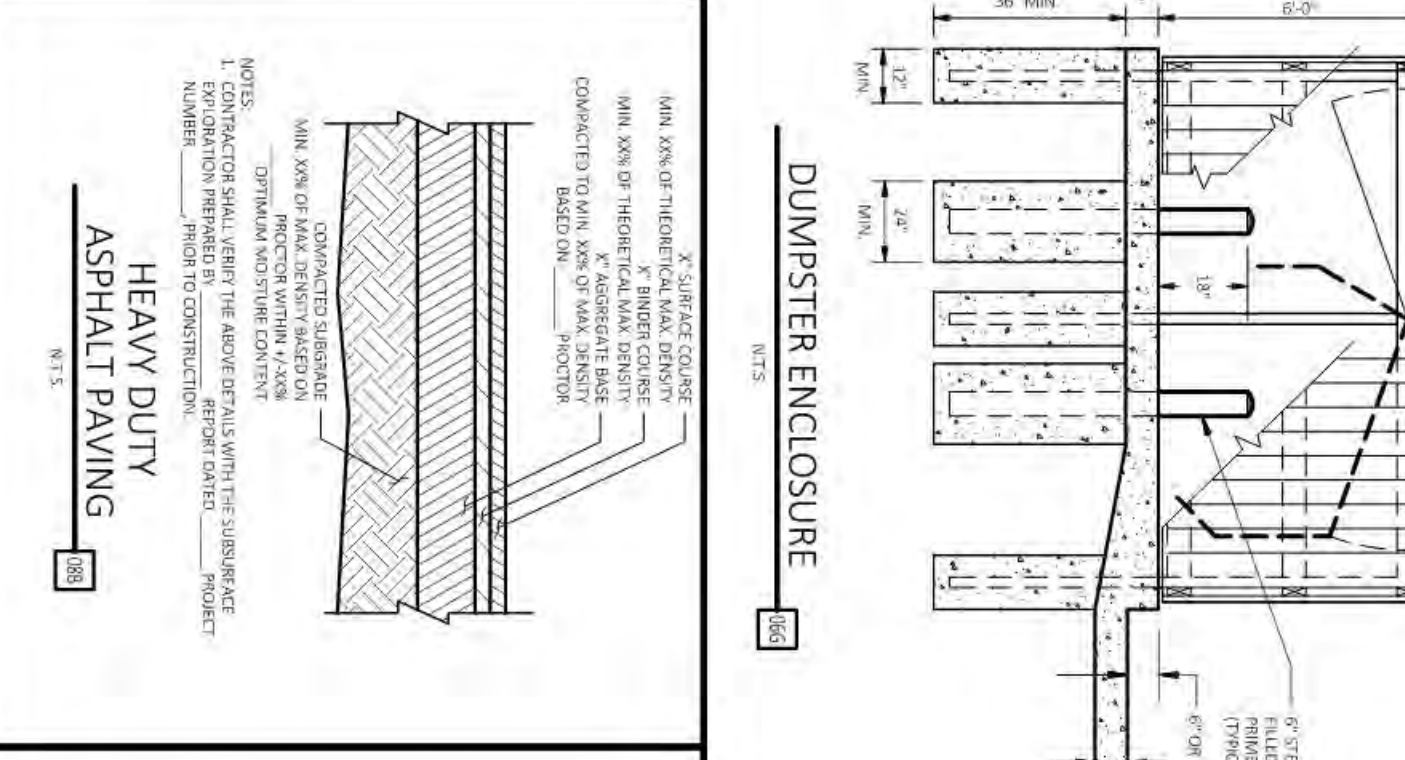
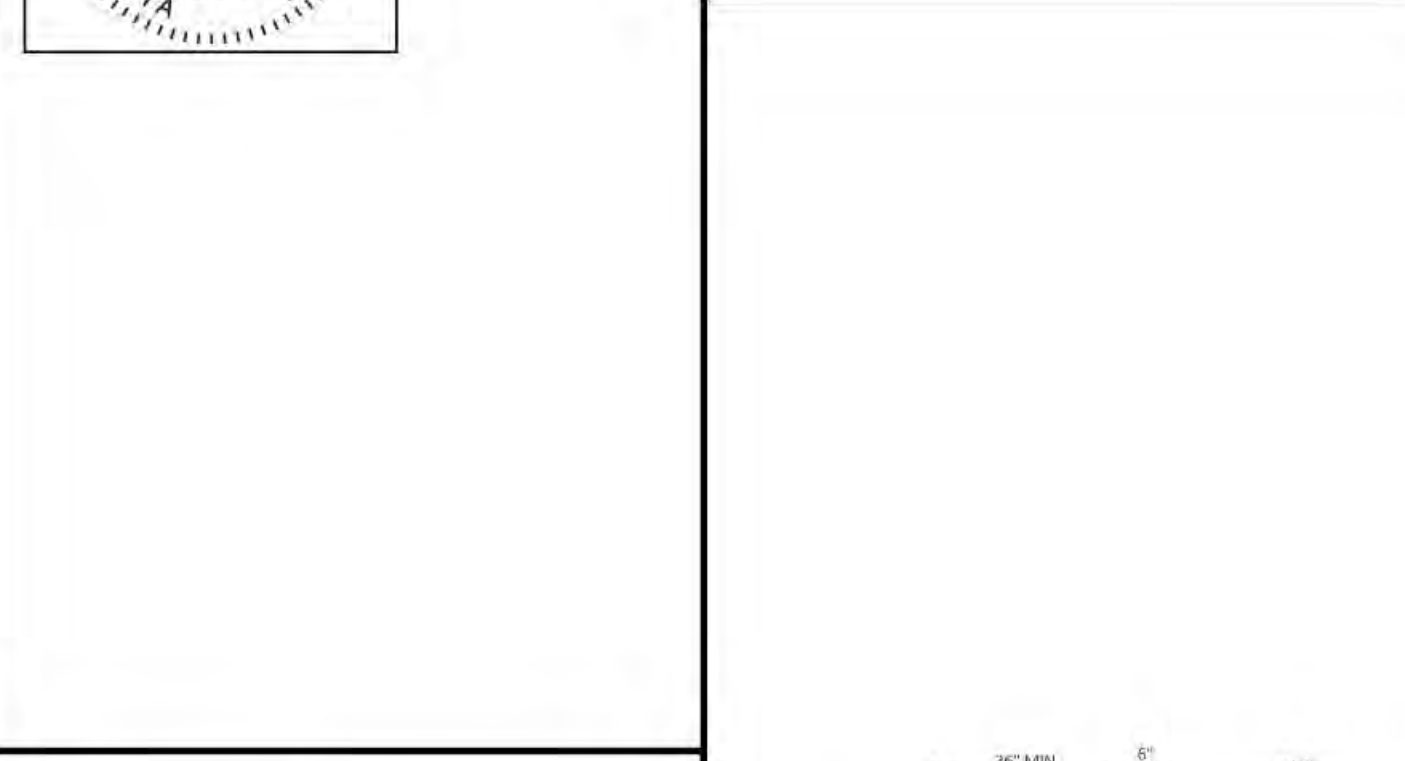




Professional Engineer's Certification
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: *Andrew E. Diani*
Printed Name: **Andrew E. Diani**
Date: **01/05/2024**
License Number: **59950**

ANDREW E. DIANI
LICENSED PROFESSIONAL ENGINEER
STATE OF MINNESOTA
59950



CEI ENGINEERING ASSOCIATES, INC.
3018 SW REPUBLIC CIRCLE
BROOKLYN PARK, MN 55422
TEL: (763) 273-8844
FAX: (763) 273-8844

Solutions for Land and Life

CleanFreak Car Wash
Powered by **CIRCLE K**

CLEAN FREAK CARWASH POWERED BY CIRCLE K
EDINBURGH CENTRE DR.
BROOKLYN PARK, MN

DETAIL SHEET 1
SHEET NUMBER
C8.0

PROFESSIONAL OF RECORD: **AED**
PROJECT MANAGER: **17A**
DESIGNER: **ASM**
CHECKER: **333A**
DATE: **1/5/2024**
REVISION: **REV 0**



VICINITY MAP
NOT TO SCALE

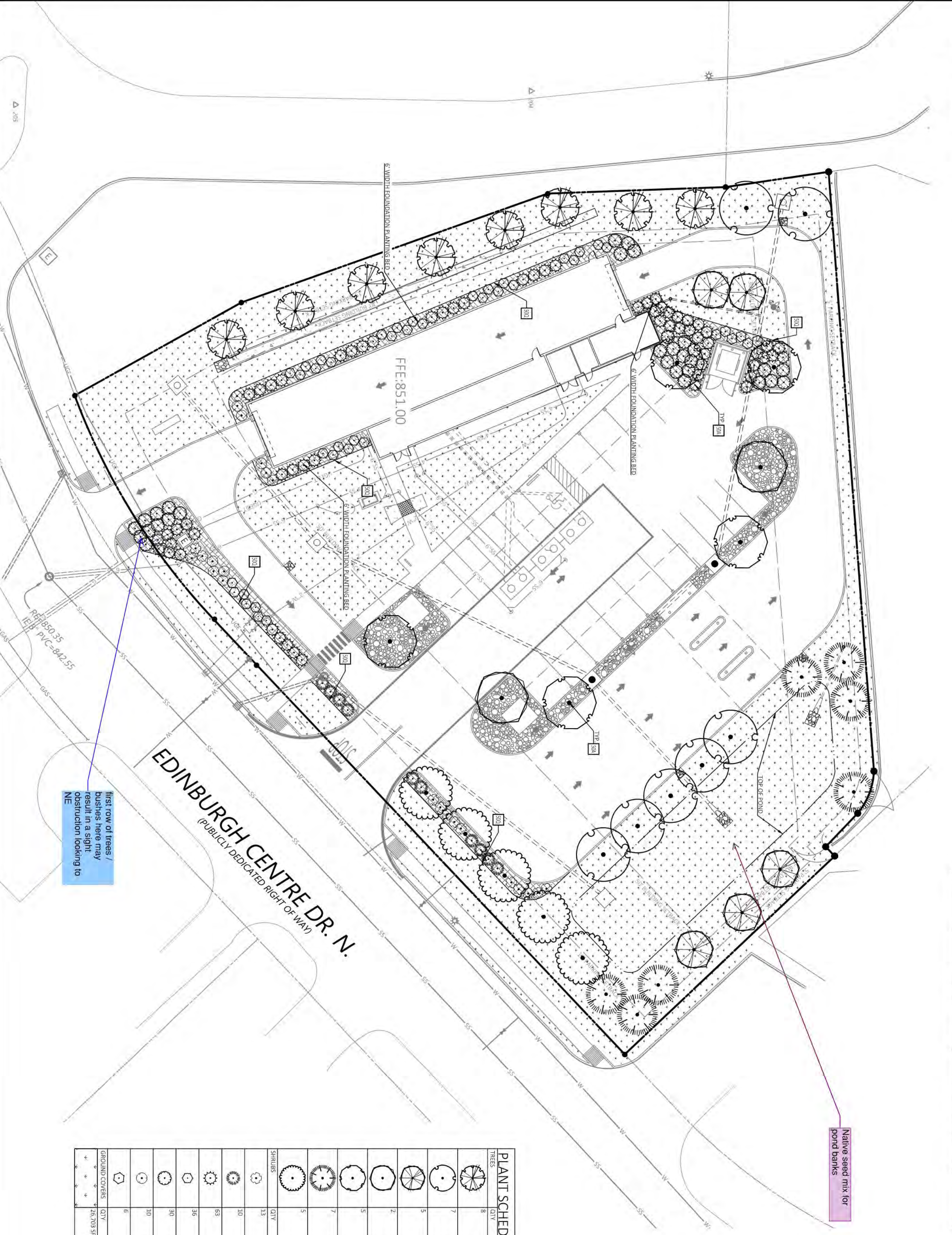
ENGINEER
CEI ENGINEERING ASSOCIATES, INC.
PROJECT MANAGER
3108 SW RESERVACY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 272-9472

OWNER
DOWSER SERVICES GROUP, LLC
NORTHWEST ARKANSAS
CHRIS.JOHNSON@DOWSERSERVICESGROUP.COM
PHONE: (479) 402-4652

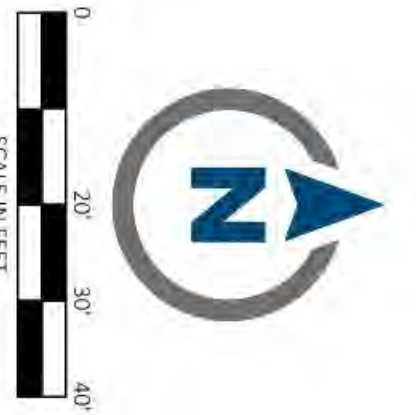
ARCHITECT
HARRISON BRENCH & ASSOCIATES
1205 S. WANTON
BENTONVILLE, AR 72712
MORGAN.DAVIS@HBA-AC.COM
PHONE: (479) 272-7880 EXT.1289

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ROADS, BUILDINGS, UTILITIES, AND OTHER FEATURES. THIS PLAN IS TO BE USED IN CONJUNCTION WITH ARCHITECTURAL PLANS TO LOCATIONS AND PRECISE BUILDING DIMENSIONS.

SITE BENCHMARK
SITE BENCHMARK IS 100.00' ELEVATION AT 100.00' SOUTHWEST CORNER OF SITE.



AREA	REQUIREMENT	REQUIRED	PROVIDED
LANDSCAPE	ONE CANOPY TREE SHALL BE REQUIRED PER 1000 SF OF GREENSPACE	2,341 SF OF GREENSPACE / 360 = 6.5 TREES REQUIRED	7 PROVIDED
CANOPY COVER	10% OF THE PARKING AREA SHALL BE GREENSPACE	23,215 SF OF PARKING AREA X 10% = 2,321 SF OF GREENSPACE REQUIRED	4,265 SF PROVIDED
EDUCATION LANDSCAPE	AT LEAST 50% OF THE TOTAL LANDSCAPE SHALL BE EDUCATION LANDSCAPE WITH A MINIMUM OF 10' IN WIDTH	TOTAL BUILDING FOOTPRINT = 382 LF X 50% = 191 LF REQUIRED	242 LF PROVIDED
OPEN AREA LANDSCAPE	30% OF THE SITE MUST BE OPEN SPACE	61,500 SF OF SITE AREA X 30% = 18,450 SF REQUIRED	30,550 SF (50%) PROVIDED
STREET TREES	ONE TREE PER 70 LF OF STREET FRONTAGE	18,450 / 150 = 123 TREES REQUIRED	13 PROVIDED
		18,450 / 3000 = 6 TREES REQUIRED	7 PROVIDED
		18,450 / 100 = 184 SHRUBS REQUIRED	193 PROVIDED
		EDINBURGH CENTRE DR - 322 LF / 70' = 4.6 TREES REQUIRED	5 PROVIDED



LEGEND

EXISTING LEGEND	
—	EXISTING ELECTRICAL
—	EXISTING TELEPHONE
—	EXISTING TV
—	EXISTING SANITARY SEWER
—	EXISTING UNDERGROUND ELECTRICAL
—	EXISTING UNDERGROUND ELECTRICAL AND TELEPHONE
—	EXISTING UNDERGROUND TELEPHONE
—	EXISTING PROPERTY LINE
—	EXISTING RIGHT OF WAY LINE
—	EXISTING STORM DRAIN
—	EXISTING WATER
—	EXISTING TREE
—	EXISTING OVERHEAD ELECTRICAL AND TELEPHONE

PROPOSED LEGEND	
—	PROPOSED BOUNDARY LINE
—	PROPOSED RIGHT OF WAY LINE
—	PROPOSED STORM DRAIN
—	PROPOSED TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)
—	PROPOSED LANDSCAPE DETAILS

PLANT SCHEDULE

TREES	SHRUBS	GROUND COVERS
8	13	6
1	10	10
2	53	36
3	30	30
4	10	10
5	5	5
6	5	5
7	5	5
8	5	5
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10	5	5
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99	5	5
100	5	5

MULCH AND LANDSCAPE ROCK SCHEDULE			
SYMBOL	DESCRIPTION	QTY	DETAIL
—	PINE BARK MULCH - 3/4" - 1"	3,699 SF	
—	2" - 4" DIA. COLOMBADO RIVER ROCK	1,897 SF	

DRAWING LOCATION - P:\33000\33134\01\DRAWINGS\DESIGN\WORKING\33134-LP.DWG -- SAVED BY - SBRYANT

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CLEAN FREAK CARWASH POWERED BY CIRCLE K

EDINBURGH CENTRE DR.
BROOKLYN PARK, MN

LANDSCAPE PLAN
SHEET TITLE
SHEET NUMBER
11

PROFESSIONAL OF RECORD
PROJECT MANAGER
DESIGNER
CHECKER
DATE
REVISION

LANDSCAPE PLAN
SHEET TITLE
SHEET NUMBER
11

CEI ENGINEERING ASSOCIATES, INC.
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BENTONVILLE, AR 72712
PHONE: (479) 272-9472

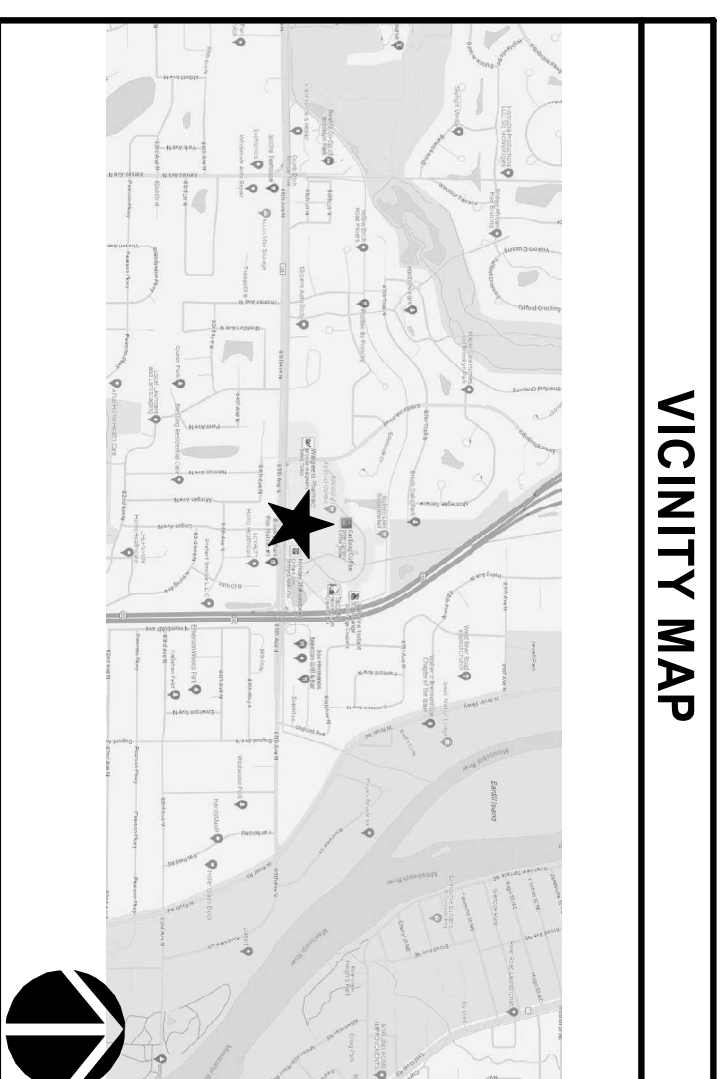
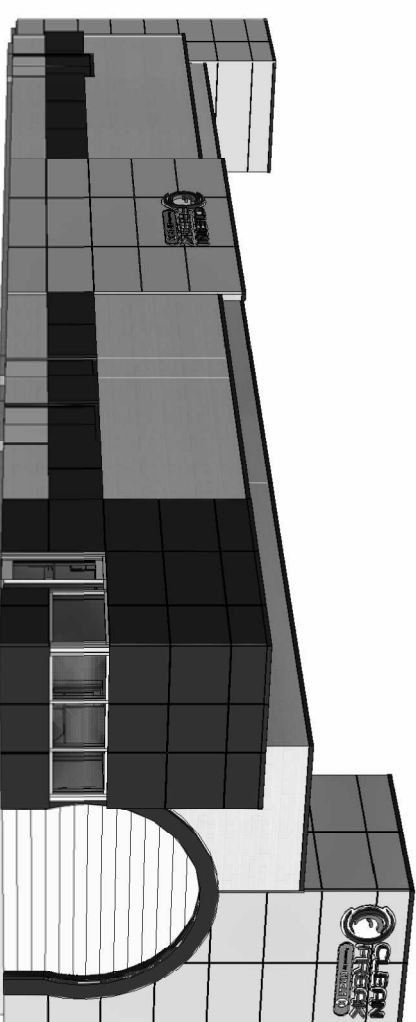
CLEAN FREAK CAR WASH
Powered by circle k

CEI
Solutions for Land and Life

TRUE BLUE CAR WASH

PERMIT
01/10/24

8595 EDINBURGH CENTRE DR.
BROOKLYN PARK, MN



VICINITY MAP

SYMBOLS LEGEND

	EQUIPMENT INDICATOR		COLUMN LINE INDICATOR
	MATERIAL INDICATOR		HEIGHT ELEVATION INDICATOR
	FULL AND PARTIAL SECTION INDICATOR		HEIGHT ELEVATION INDICATOR
	EXTERIOR AND INTERIOR ELEVATION INDICATOR		ENLARGED DETAIL INDICATOR
	ROOM NAME AND NUMBER		NORTH ARROW
	STOREFRONT INDICATOR		
	DOOR INDICATOR		

MATERIAL LEGEND

	CONCRETE (SECTION)
	CONCRETE (PLAN)
	RIGID INSULATION
	PLYWOOD
	BLOCKING OR SHIM
	NOMINAL CUT LUMBER
	EARTH
	GYPSUM BOARD
	BATT INSULATION

PROJECT TEAM

OWNER: TRUE BLUE CAR WASH
1255 W. RIO SALADO PKWY, STE 111
(602) 614-4823
KATHY HALTER

ARCHITECTURAL: HFA
1705 S WALTON BLVD, SUITE 3
BENTONVILLE, AR 72712
(479) 272-7780 ext 289
MEGHAN DAVIS

STRUCTURAL: HFA
1705 S WALTON BLVD, SUITE 3
BENTONVILLE, AR 72712
(479) 272-7780 ext 294
TIGER TSAO

MECHANICAL ELECTRICAL PLUMBING: HFA
1705 S WALTON BLVD, SUITE 3
BENTONVILLE, AR 72712
(479) 272-7780 ext 336
JAMES CASH/ANNEA

CIVIL: CEI ENGINEERING ASSOCIATES, INC
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
ERIN DUDLEY

ABBREVIATIONS

ABBR	DEFINITION
AFF	ABOVE FINISH FLOOR
ARCH	ARCHITECTURAL
BFF	BELOW FINISH FLOOR
BO	BOTTOM OF
BIG	BEST AVAILABLE GRADE
BJ	BEARING JOINT
CL	CENTERLINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CONT	CONTINUOUS
DOOR	DOOR
EFS	EXTERIOR INSULATION AND FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION
ELEG	ELECTRICAL
EN	EQUAL TO REMAIN
EQ	EQUAL TO
FF	FINISH FLOOR
FF	FINISH FLOOR ELEVATION
FFP	FIBERGLASS REINFORCED PLASTIC
FFP	FIBERGLASS REINFORCED PLASTIC FINISHED
FURN	FURNISHED
FV	FIELD VERIFY
GA	GAUGE
GP	GENERAL CONTRACTOR
IS	INTERNATIONAL SYMBOL OF ACCESSIBILITY
ISB	INTERNATIONAL SYMBOL OF ACCESSIBILITY
LL	LANDLORD
LL	LANDLORD
MAX	MAXIMUM
MBM	METAL BUILDING MANUFACTURER
MCH	MECHANICAL
MER	MECHANICAL, ELECTRICAL AND PLUMBING MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MEANS OF EGRESS
MT	MEANS OF EGRESS
NTS	NOT TO SCALE
OC	ON CENTER
OCEW	ON CENTER EACH WAY
PT	PLASTER
PT	PRESSURE TREATED
REF	REFERENCE
RO	ROUGH OPENING
RO	ROUGH OPENING
SI	SCOPE OF WORK
SK	SKETCH
STRUC	STRUCTURAL
TO	TYPICAL
UNO	UNLESS NOTED OTHERWISE
WH	WEATHER/WATER RESISTIVE BARRIER
WBR	WEATHER/WATER RESISTIVE BARRIER

GENERAL NOTES

- ALL WORK SHALL BE DONE IN A SAFE AND WORKMANLIKE MANNER AND IN STRICT ACCORDANCE WITH THE LOCAL AND/OR STATE (IF APPLICABLE) BUILDING CODES, NATIONAL ELECTRIC CODE (NEC), ADA-ADAAGS (ADOPTED HANDICAP ACCESSIBILITY REQUIREMENTS), OSHA AND ALL APPLICABLE CODES, REGULATIONS, ORDINANCES, AND AUTHORITIES HAVING JURISDICTION.
- ALL SUBCONTRACTORS ARE RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF ALL DRAWINGS IN RELATION TO THE PROJECT. THE FAILURE TO ACQUAINT THEMSELVES WITH THIS KNOWLEDGE DOES NOT RELIEVE THEM OF ANY RESPONSIBILITY FOR PERFORMING THEIR WORK PROPERLY. NO ADDITIONAL WORK SHALL BE REQUIRED UNDER ANY CONDITIONS THAT OCCUR DUE TO FAILURE TO FAMILIARIZE WORKERS WITH THIS KNOWLEDGE.
- THE CONTRACTOR SHALL KEEP WORK AREA CLEAN AND FREE OF DEBRIS AND IS TO REMOVE ALL TRASH AND DEBRIS FROM THE CONSTRUCTION AREA DAILY. NO FLAMMABLE MATERIALS OR LIQUIDS MAY BE STORED IN THE EXISTING BUILDING ON ANY NEW ADDITION.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF ALL PERSONS ON THE JOB SITE AT ALL TIMES, INCLUDING BUT NOT LIMITED TO ALL SUBCONTRACTORS, VENDORS, DESIGN STAFF, PROFESSIONALS, AND INSPECTION PERSONNEL.
- FIRE EXTINGUISHERS TO BE INSTALLED 2020 MINNESOTA FIRE CODE (SECTION 906). LOCATION APPROVED BY LOCAL FIRE MARSHAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIMELY ORDERING OF MATERIALS TO PREVENT DELAYS OF THE CONSTRUCTION SCHEDULE OF THIS PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE DELIVERY OF MATERIALS IN A TIMELY MANNER.
- THE GENERAL CONTRACTOR SHALL RESPOND TO ALL REQUIREMENTS OF THE STRUCTURAL ENGINEER/ARCHITECT FOR VERIFICATIONS, RESPONSES AND SUBMISSIONS.
- DURING ENTIRE CONSTRUCTION PERIOD, PROVIDE ONE (1) LISTED TYPE 2A FIVE EXTINGUISHER, FOR EVERY 3,000 SF OF AREA. TRAVEL DISTANCE TO FIRE EXTINGUISHER NOT TO EXCEED 100 FEET.
- ALL MATERIALS SHALL TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS AND ALL SUBCONTRACTORS ARE TO ENSURE THAT ALL MANUFACTURERS WARRANTIES WILL BE HONORED.
- ALL CONSTRUCTION MATERIAL, TECHNIQUES AND PERFORMANCE VALUES SHALL MEET APPLICABLE CODES INDICATED IN PROJECT DATA TABLE LISTED ON THIS SHEET.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT IS CONSTRUCTED IN ACCORDANCE WITH THESE DOCUMENTS AND IN COMPLIANCE WITH CODES INDICATED HEREIN. THE QUALITY OF WORKMANSHIP AND INSTALLATION OF MATERIALS SPECIFIED BY THE ARCHITECT ARE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR. THE ARCHITECT WILL NOT BE HELD RESPONSIBLE FOR ANY SUBSTANDARD OR CONSTRUCTION OF THIS PROJECT.
- DO NOT SCALE DRAWINGS. CONTRACTOR SHALL RELY ON WRITTEN DIMENSIONS AS GIVEN, LARGE SCALE DETAILS SHALL GOVERN OVER SMALL SCALE DETAILS.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO BIDDING.

PROJECT DATA AND BUILDING CODE SUMMARY

PROJECT ADDRESS: 8595 EDINBURGH CENTER DR
BROOKLYN PARK, MN 55443

PROPOSED USE: CAR WASH

NET INTERIOR SQUARE FOOTAGE: 4,929 SQ FT

GROSS BUILDING SQUARE FOOTAGE: 5,261 SQ FT

CONDITIONED SQUARE FOOTAGE (OFF/MECH/STAIR/CL): 1,304 SQ FT

CONDITIONED SQUARE FOOTAGE (OFF/MECH/STAIR/CL/ WASH TUNNEL): 3,629 SQ FT

ALLOWABLE AREA: GROUP B = 9,000 SQ FT

FLOOR: GROUP B = 9,000 SQ FT

STORIES: 1 STORY

ALLOWABLE STORIES: GROUP B = 2 STORIES

PROJECT HEIGHT: 30'-0"

ALLOWABLE HEIGHT: 40'-0"

BUILDING FRONTAGE: +/- 39'-0" (NORTH)
+/- 114'-0" (WEST)
+/- 39'-0" (SOUTH)
+/- 48'-3" (EAST)

OCCUPANCY CLASSIFICATION: B - (OFFICE/BUSINESS)

TYPE OF CONSTRUCTION: TYPE V-B (NON-SPRINKLERED) (CHAPTER 8 B/C)

APPLICABLE CODES:
2020 MINNESOTA BUILDING CODE
2020 MINNESOTA MECHANICAL CODE
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2023 NEC (NATIONAL ELECTRICAL CODE)
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GENERAL NOTES

- ALL WORK SHALL BE DONE IN A SAFE AND WORKMANLIKE MANNER AND IN STRICT ACCORDANCE WITH THE LOCAL AND/OR STATE (IF APPLICABLE) BUILDING CODES, NATIONAL ELECTRIC CODE (NEC), ADA-ADAAGS (ADOPTED HANDICAP ACCESSIBILITY REQUIREMENTS), OSHA AND ALL APPLICABLE CODES, REGULATIONS, ORDINANCES, AND AUTHORITIES HAVING JURISDICTION.
- ALL SUBCONTRACTORS ARE RESPONSIBLE FOR HAVING A THOROUGH KNOWLEDGE OF ALL DRAWINGS IN RELATION TO THE PROJECT. THE FAILURE TO ACQUAINT THEMSELVES WITH THIS KNOWLEDGE DOES NOT RELIEVE THEM OF ANY RESPONSIBILITY FOR PERFORMING THEIR WORK PROPERLY. NO ADDITIONAL WORK SHALL BE REQUIRED UNDER ANY CONDITIONS THAT OCCUR DUE TO FAILURE TO FAMILIARIZE WORKERS WITH THIS KNOWLEDGE.
- THE CONTRACTOR SHALL KEEP WORK AREA CLEAN AND FREE OF DEBRIS AND IS TO REMOVE ALL TRASH AND DEBRIS FROM THE CONSTRUCTION AREA DAILY. NO FLAMMABLE MATERIALS OR LIQUIDS MAY BE STORED IN THE EXISTING BUILDING ON ANY NEW ADDITION.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF ALL PERSONS ON THE JOB SITE AT ALL TIMES, INCLUDING BUT NOT LIMITED TO ALL SUBCONTRACTORS, VENDORS, DESIGN STAFF, PROFESSIONALS, AND INSPECTION PERSONNEL.
- FIRE EXTINGUISHERS TO BE INSTALLED 2020 MINNESOTA FIRE CODE (SECTION 906). LOCATION APPROVED BY LOCAL FIRE MARSHAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIMELY ORDERING OF MATERIALS TO PREVENT DELAYS OF THE CONSTRUCTION SCHEDULE OF THIS PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE DELIVERY OF MATERIALS IN A TIMELY MANNER.
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ALLOWABLE HEIGHT: 40'-0"

BUILDING FRONTAGE: +/- 39'-0" (NORTH)
+/- 114'-0" (WEST)
+/- 39'-0" (SOUTH)
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OCCUPANCY CLASSIFICATION: B - (OFFICE/BUSINESS)

TYPE OF CONSTRUCTION: TYPE V-B (NON-SPRINKLERED) (CHAPTER 8 B/C)

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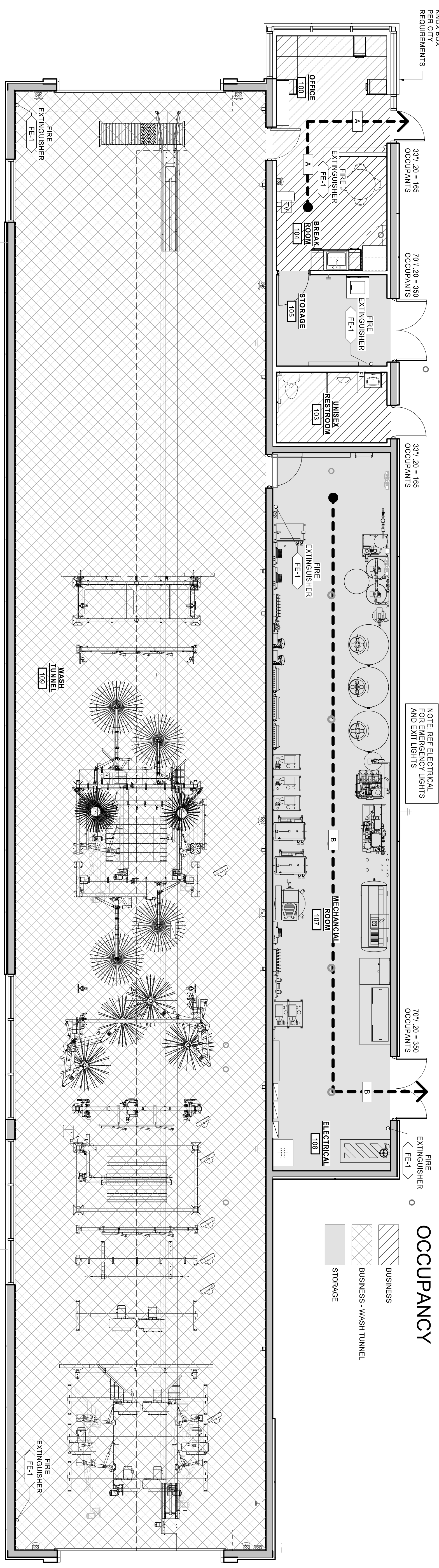
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PROJECT INDEX - REVISION HISTORY

SHEET NO.	SHEET NAME	REV	DESC	DATE

11/10/2024 1:59:58 PM
 C:\Users\megan.davis\Documents\2022 Rev4 Project\06-23-80005 True Blue Carwash - Brooklyn Park, MN_ARCH_V22_HFA\Megan Davis.rvt
 G101-LIFE SAFETY PLAN AND CODE SUMMARY

1 LIFE SAFETY PLAN
 3/16" = 1'-0"



NOTE: REF ELECTRICAL FOR EMERGENCY LIGHTS AND EXIT LIGHTS

OCCUPANCY

- BUSINESS
- BUSINESS - WASH TUNNEL
- STORAGE

PLUMBING FIXTURE COUNTS

OCCUPANT LOAD OF OCCUPIED SPACES: (NOT INCLUDING WASH TUNNEL)	8 (EXCLUDING WASH TUNNEL)
SENDER LOAD DISTRIBUTION:	PER 2020 MNBC SECTION 2902.2 EXCEPTION 2, LESS THAN 25 OCCUPANTS WILL BE SERVED BY ONE FACILITY FOR EACH SENDER PER CHAPTER 29 MNBC.
LAVATORIES REQUIRED: (PER CHAPTER 29 MNBC)	8/80 = 1
LAVATORIES PROVIDED:	1 LAVATORY
WATER CLOSETS REQUIRED: (PER CHAPTER 29 MNBC)	8/50 = 1
WATER CLOSETS PROVIDED:	1 WATER CLOSET
DRINKING FOUNTAINS REQUIRED: (PER CHAPTER 29 MNBC SECTION 2902.1)	PER 2020 MNBC SECTION 2902.1
DRINKING FOUNTAINS PROVIDED:	DRINKING FOUNTAINS SHALL NOT BE REQUIRED FOR FACILITY LOAD 50 OR FEWER
SERVICE SINK REQUIRED: (PER CHAPTER 29 MNBC SECTION 2902.1)	PER 2020 MNBC SECTION 2902.1 EXCEPTION 1, BUSINESS WASH TUNNELS SHALL NOT BE REQUIRED.

EGRESS

DISTANCE OF TRAVEL - TABLE 1017.2	200'-0" UNSPRINKLED
EGRESS WIDTH REQUIRED PER MNBC - SECTION 1005.3.2	EGRESS WIDTH REQUIRED: 0.20 INCHES PER PERSON SERVED (AREA OCCUPANT LOAD) x (EGRESS WIDTH PER PERSON SERVED)
EGRESS WIDTH PROVIDED:	8 OCCUPANTS X .20 = 1.6 CALCULATED INCHES REQUIRED
EGRESS WIDTH AVAILABLE:	(1) 3'-0" DOOR X 33 = 33 INCHES (1) 8'-0" DOOR X 70 = 70 INCHES
TOTAL INCHES PROVIDED:	103 INCHES

OCCUPANT LOAD - TABLE 1004.5

OCCUPANCY	AREA PER OCCUPANT	OCCUPANT LOAD
BUSINESS	369 SF	150 SF
BUSINESS - WASH TUNNEL	3625 SF	300 SF
STORAGE	945 SF	300 SF
EGRESS PATH	4829 SF	20

EXIT PATH

EXIT PATH	EXIT PATH DISTANCE
A	18'-4"
B	68'-0"

FIRE EXTINGUISHERS SCHEDULE

MARK	DESCRIPTION	MFR	MODEL	QTY
FE-1	5 LB ABC DRY CHEMICAL FIRE EXTINGUISHER		5 LB ABC	6

NOTE: WALL MOUNTING FIRE EXTINGUISHERS, MOUNT @ 42" AFF, NO MORE THAN 5'-0" AFF. PER 2020 MINNESOTA FIRE CODE (SECTION 906) LOCATION APPROVED BY LOCAL FIRE MARSHAL. INSTALL FIRE EXTINGUISHER SIGNAGE PER FIRE CODE.

TRUE BLUE CAR WASH

8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT BROOKLYN PARK, MN. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

HFA
 HFA-AE, L.T.D.

1705 S. Wadena Blvd., Suite 3
 Brooklyn Park, Minnesota 55420
 1-479-273-7800
 www.hfa.com

ISSUE BLOCK

NO.	DESCRIPTION	DATE
1	PERMIT	01/10/24

CHECKED BY: JMC
 DRAWN BY: MND
 DOCUMENT DATE: 01/10/24

ARCHITECTS

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 Architect under the laws of the State of Minnesota

Print Name: JAMES EDWARD MANN
 Signature:
 Date: 2024.01.10
 License #: 55742

LIFE SAFETY PLAN AND CODE SUMMARY

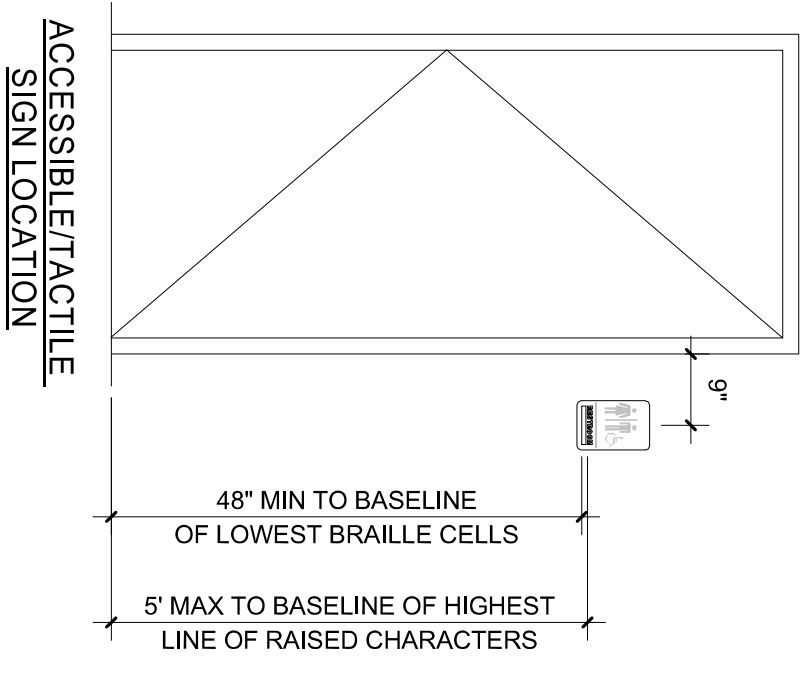
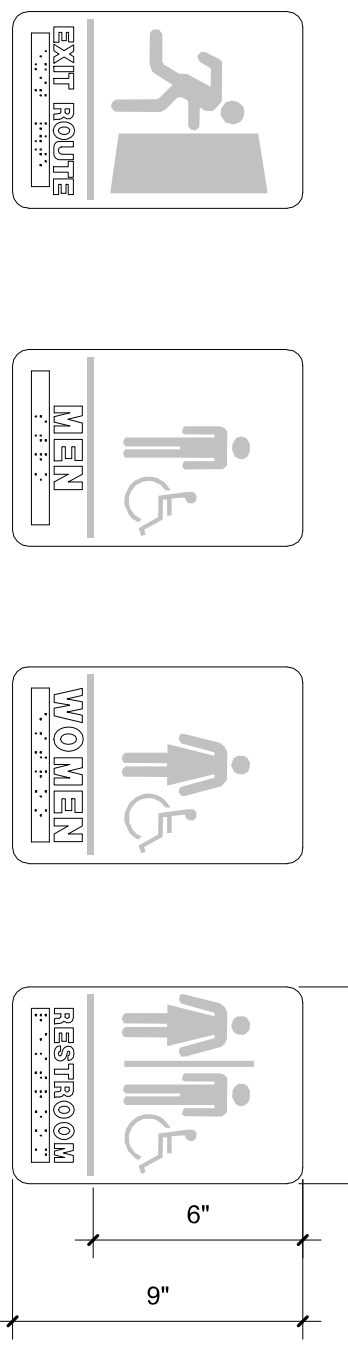
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G101

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 -G102-ACCESSIBILITY DETAILS

2

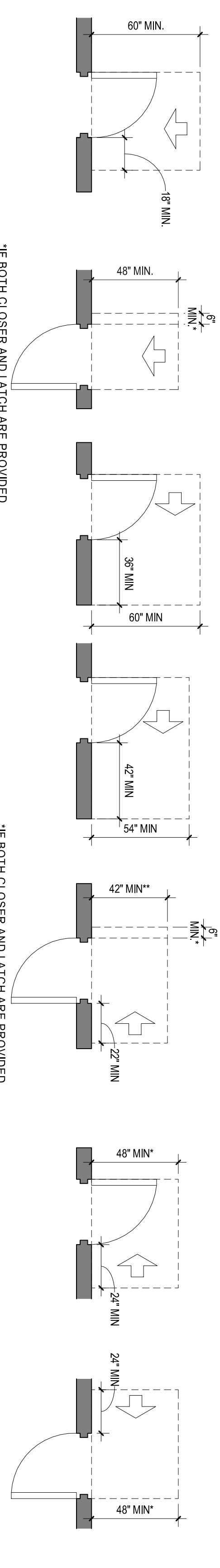
ACCESSIBLE TACTILE SIGNS & PLACEMENT

1. RAISED CHARACTERS SHALL BE 48 INCHES MINIMUM ABOVE THE FLOOR, MEASURED TO THE BASELINE OF THE LOWEST BRAILLE CELL. THE HIGHEST RAISED CHARACTER SHALL BE 80 INCHES ABOVE THE FLOOR, MEASURED TO THE BASELINE OF THE HIGHEST RAISED CHARACTER. SEE ADA COMPLIANCE CODE MINIMUM AND 80 INCHES MAXIMUM ABOVE THE FLOOR, MEASURED TO THE BASELINE OF THE BRAILLE CELLS. WITH 2020 MINNESOTA ACCESSIBILITY CODE
2. GENERAL NOTES:
 1. ADHESIVE ACRYLIC WITH RAISED CHARACTERS WITH A MINIMUM HEIGHT OF 5/8" AND MAXIMUM HEIGHT OF 2" ACCOMPANIED BY GRADE 2 BRAILLE
 2. PHOTOGRAPHS SHALL HAVE THE EQUIVALENT VERBAL DESCRIPTION LISTED DIRECTLY BELOW
 3. PHOTOGRAPHS SHALL HAVE A MINIMUM HEIGHT OF 18" AND A NON-SLARE FINISH WITH CHARACTERS AND SYMBOLS THAT CONTRAST WITH THE BACKGROUND
 4. SIGN TO BE MOUNTED ALONG THE DOOR ON LATCH SIDE, SEE DIAGRAM RIGHT. WHEN SIGN OCCURS AT DOUBLE DOORS, ALL CHARACTERS AND SYMBOLS SHALL BE INSTALLED ON THE NEAREST ADJACENT WALL
 5. PROVIDE 18" X 18" CLEAR FLOOR AREA CENTER ON SIGN, BEYOND THE ARC OF ANY DOOR SWING AND WITH WHITE LETTERS, TYP AND/OR SIGN SANS SERIF AND INSTALLED BY THE CONTRACTOR. DOOR SIGNAGE SHALL COMPLY WITH ADA INCLUDING CHARACTER HEIGHT AND PROPORTION, BRAILED CHARACTERS, FINISH AND CONTRAST, INTERNATIONAL SYMBOL OF ACCESSIBILITY AND MOUNTING HEIGHTS
 6. SIGN SHALL COMPLY WITH 2020 MINNESOTA ACCESSIBILITY CODE



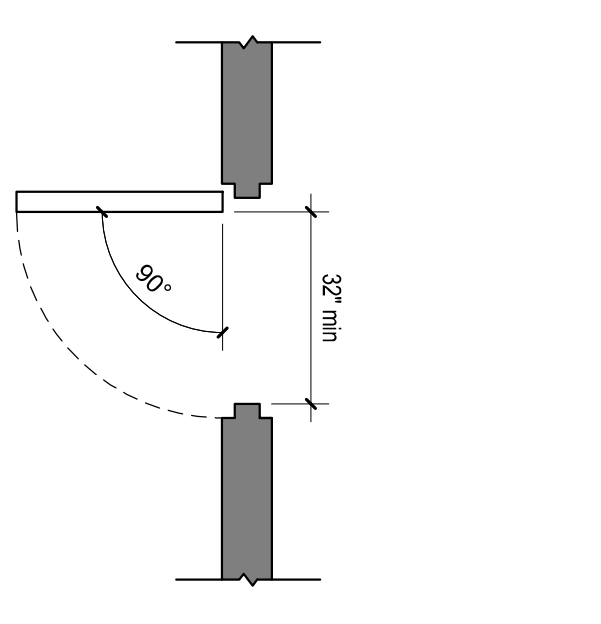
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MANEUVERING CLEARANCE AT DOORS AND DOORWAYS



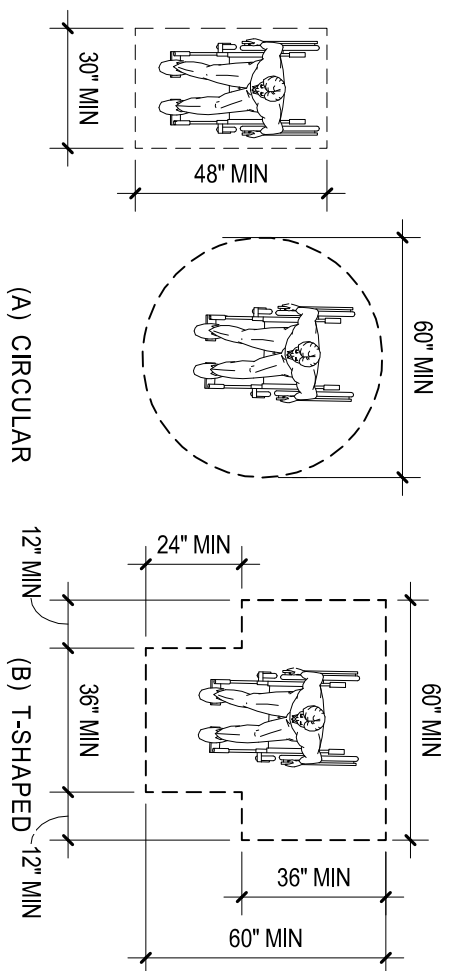
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CLEAR WIDTH HINGED DOOR



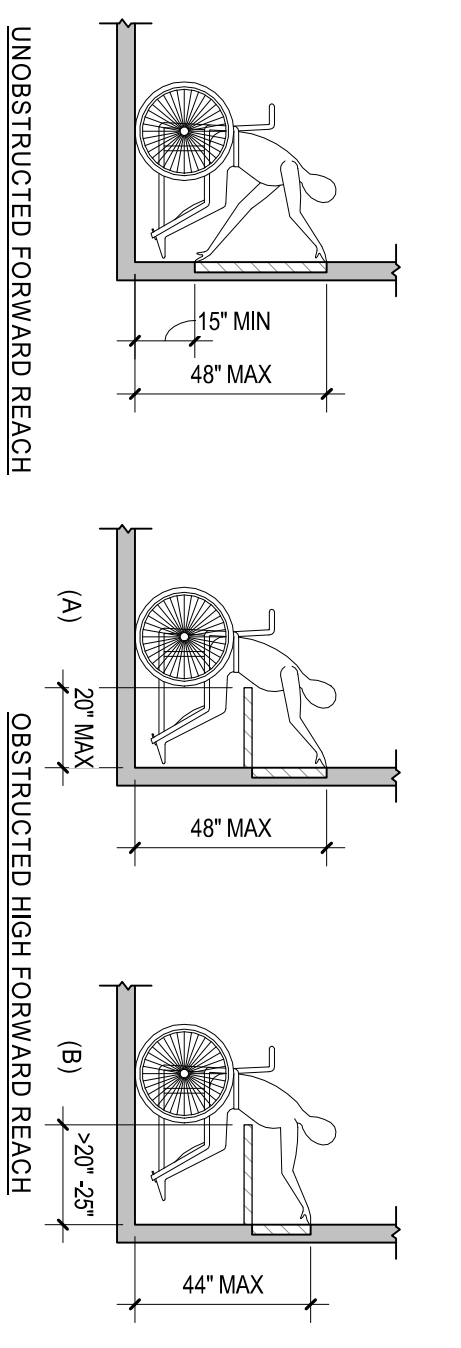
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CLEAR TURNING SPACE



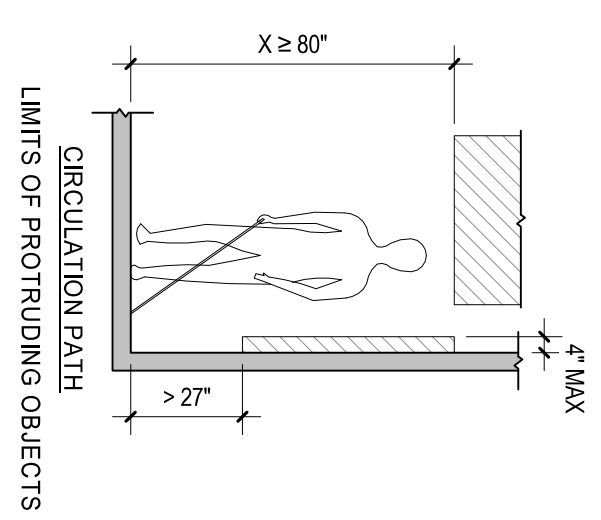
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ACCESSIBLE REACH



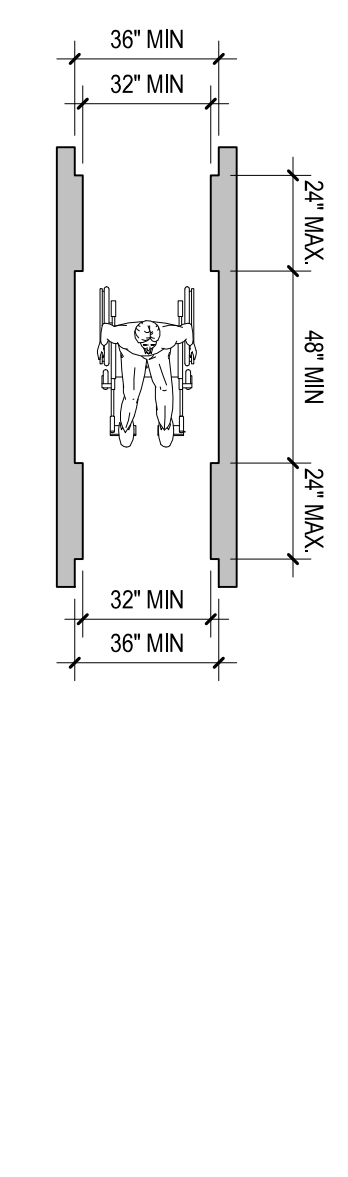
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PROTRUDING OBJECTS



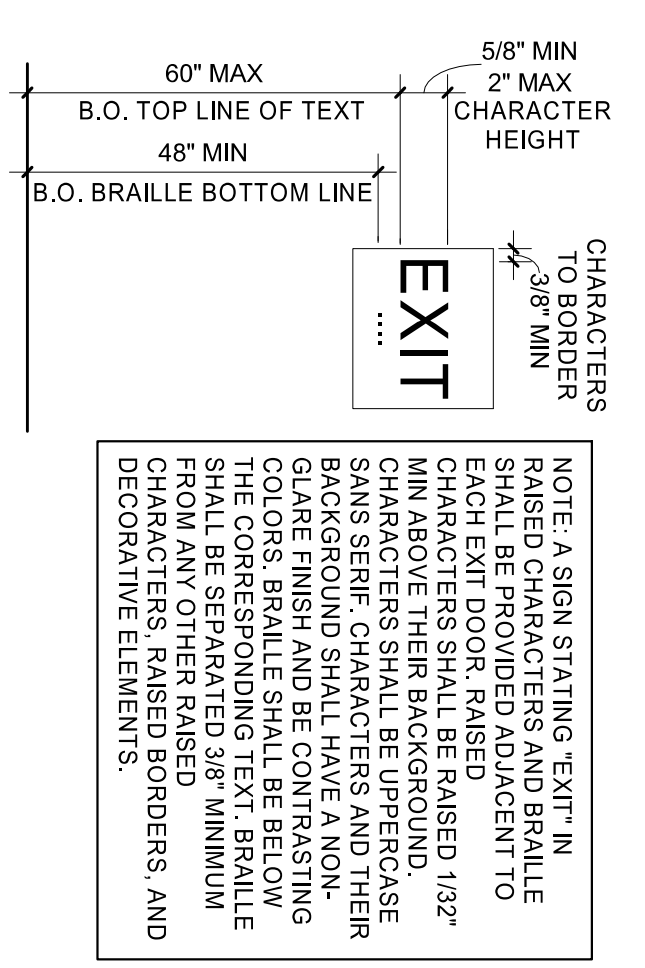
7

CLEAR WIDTH - ACCESSIBLE ROUTE



9

EXIT SIGNAGE



NOTE: A SIGN STATING "EXIT" IN RAISED CHARACTERS AND BRAILLE SHALL BE PROVIDED ADJACENT TO EACH EXIT DOOR. RAISED CHARACTERS SHALL BE 1/32" MIN ABOVE THEIR BACKGROUND. CHARACTERS SHALL BE UPPERCASE SANS SERIF. CHARACTERS AND THEIR BACKGROUND SHALL HAVE A NON-SLARE FINISH. BRAILLE SHALL BE IN THE CORRESPONDING TEXT. BRAILLE SHALL BE SEPARATED 3/8" MINIMUM FROM ANY OTHER RAISED OR DECORATIVE ELEMENTS.

SHEET
G102

ACCESSIBILITY DETAILS

ARCHITECTS
 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 Architect under the laws of the State of Minnesota
 Print Name: **JAMES EDWARD MANN**
 Signature: *[Signature]*
 Date: **2024.01.10**
 License #: **55742**

CHECKED BY: JMC
 DRAWN BY: MND
 DOCUMENT DATE: 01/10/24

ISSUE BLOCK	PERMIT	DATE
		01/10/24

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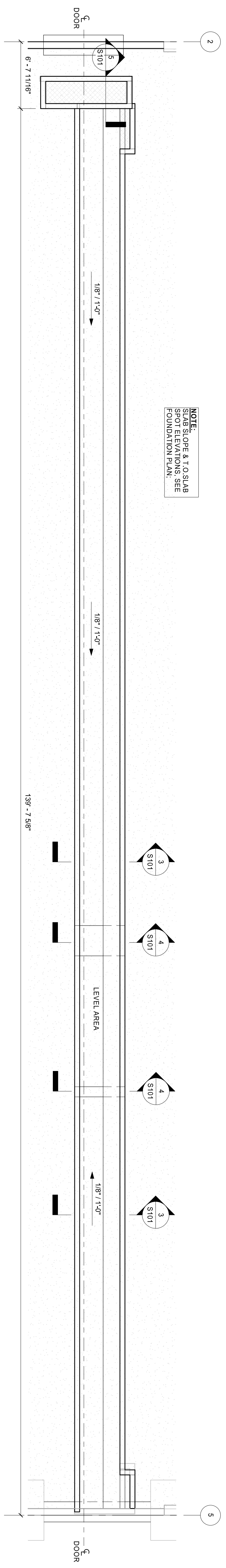
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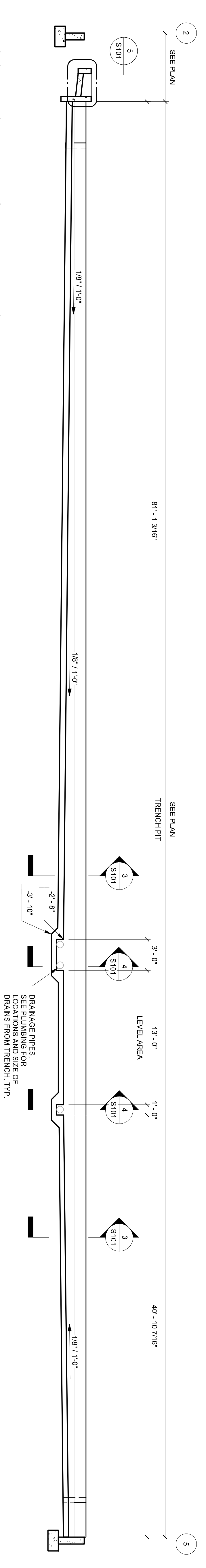
1705 S. Western Blvd., Suite 3
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 www.hfa-ae.com

11/10/2024 7:38:58 PM
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 5-S101-TRENCH PLAN, ELEVATION AND DETAILS

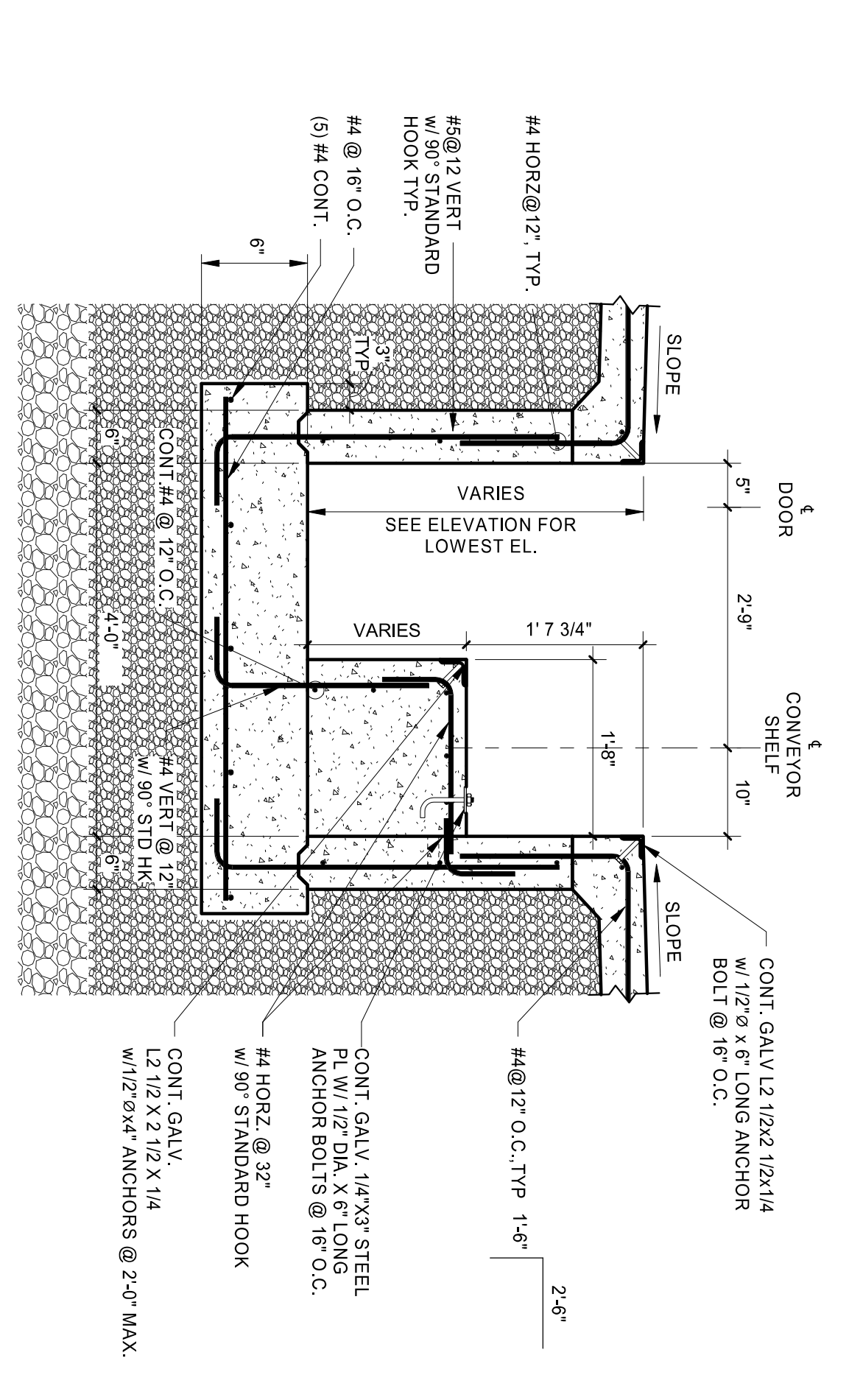


NOTE:
 SLOPE & TO SLAB
 SPOT ELEVATIONS, SEE
 FOUNDATION PLAN.

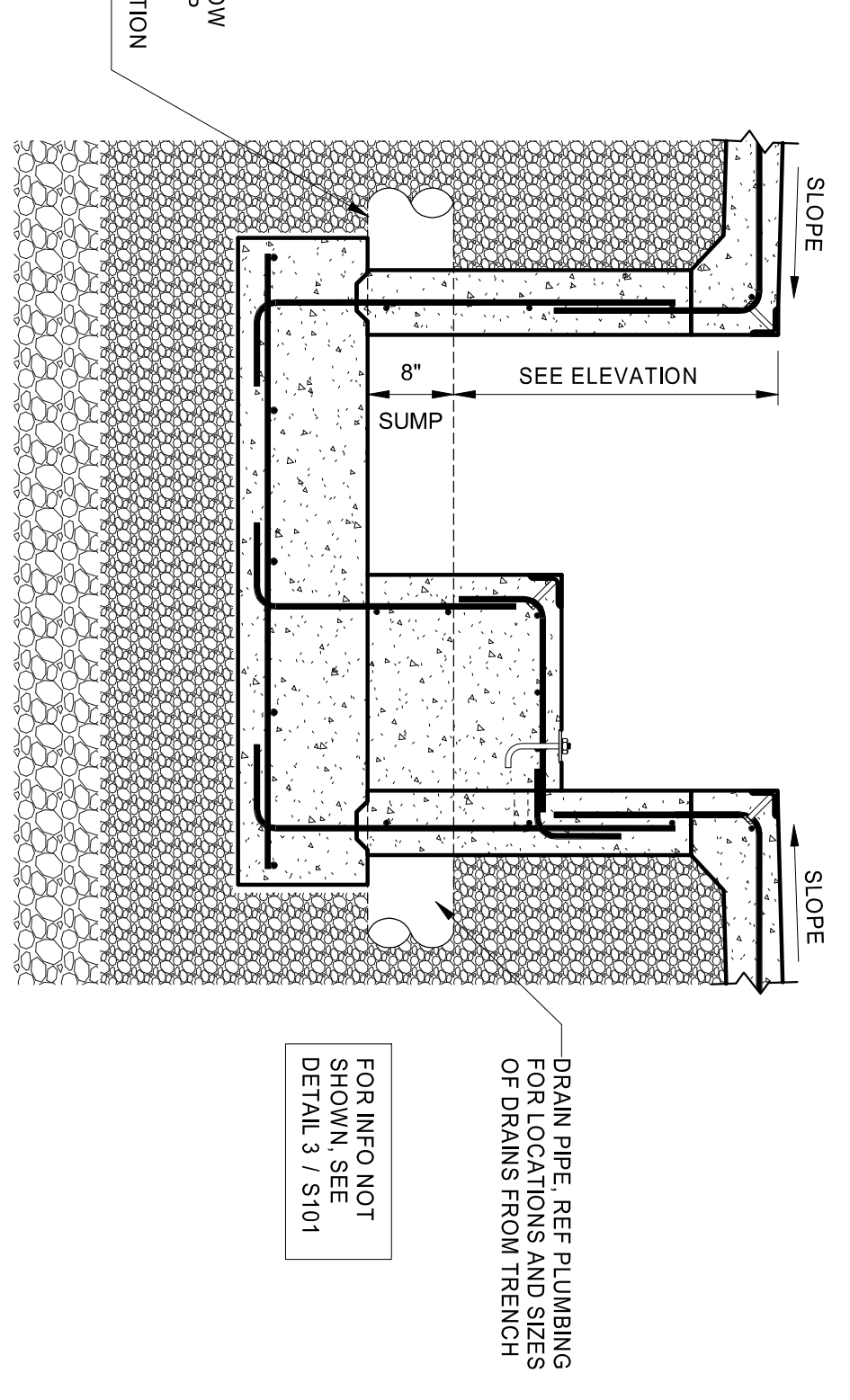
1 PARTIAL FOUNDATION PLAN @ CONVEYOR TRENCH
 3/16\"/>



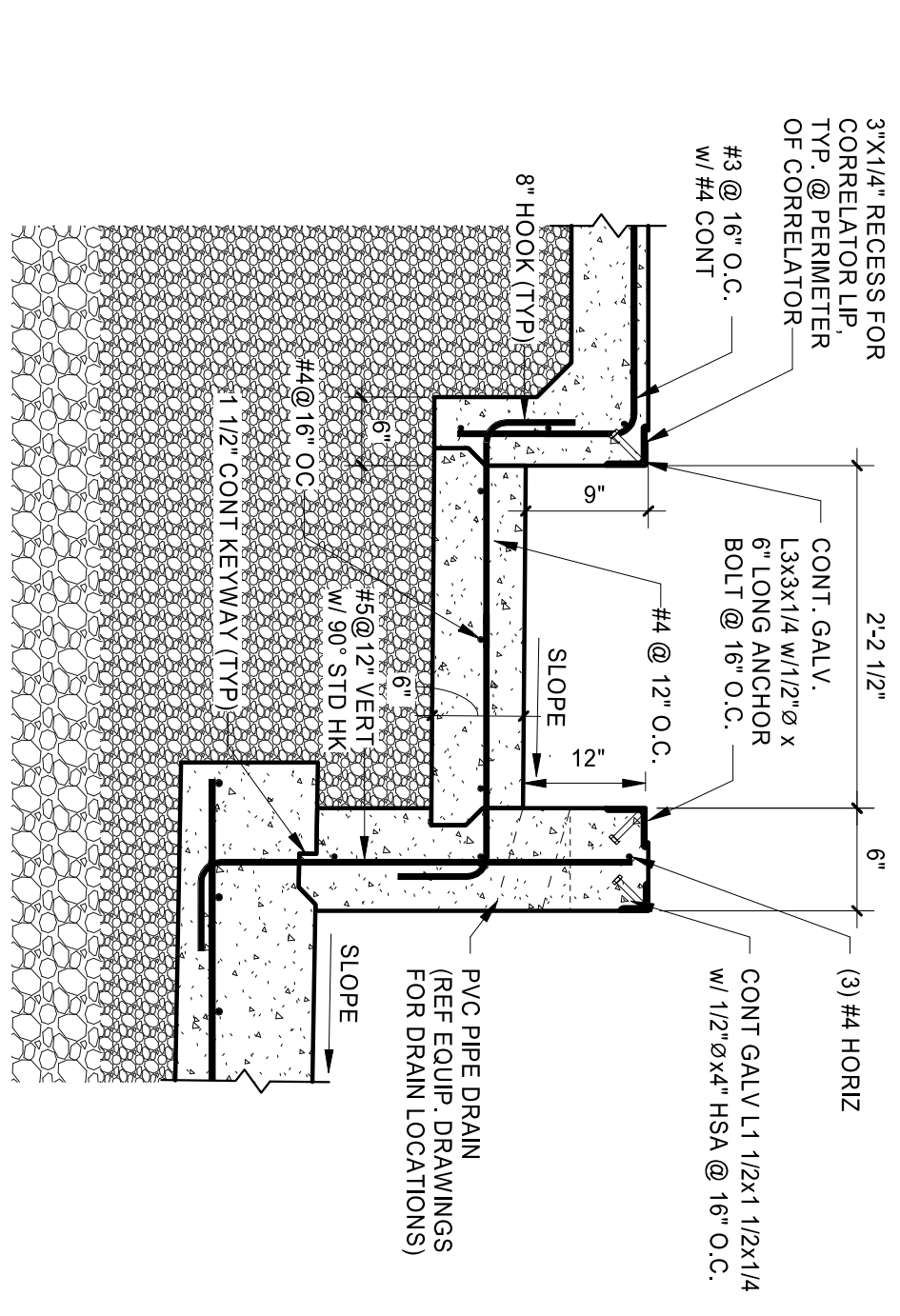
2 COVEROR TRENCH ELEVATION
 3/16\"/>



3 SECTION @ TRENCH
 3/4\"/>



4 SECTION @ TRENCH DRAINAGE PIPE
 3/4\"/>



5 SECTION @ CORRELATOR
 3/4\"/>

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TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	DATE
	01/10/24	

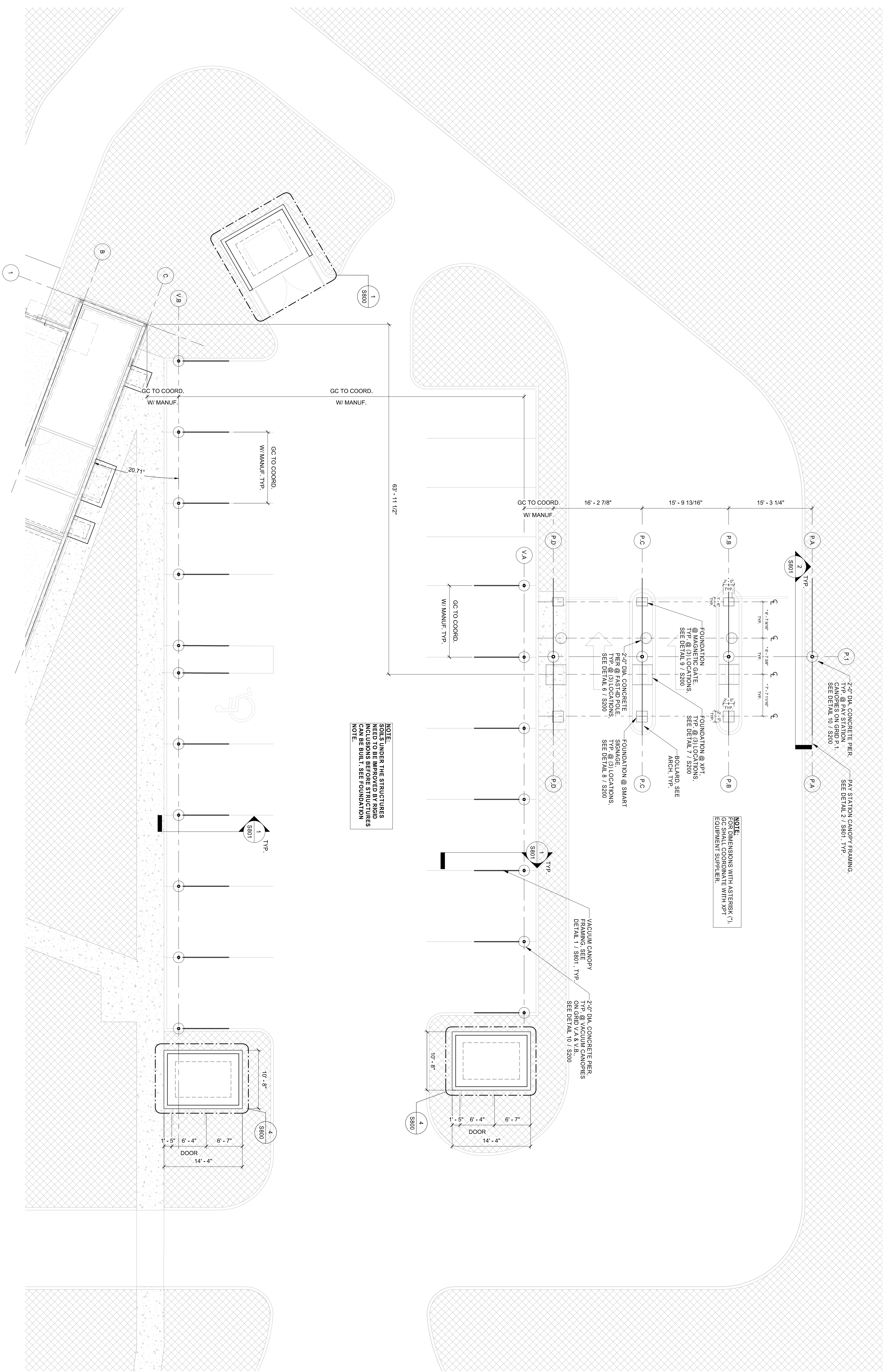
CHECKED BY:	GGB
DRAWN BY:	YJN
DOCUMENT DATE:	01/10/24

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 PRINT NAME: LUJINCHEN YAO
 SIGNATURE: *[Signature]*
 DATE: 2024.01.11 08:14:50.06'00"
 LICENSE NO.: 50338

TRENCH PLAN, ELEVATION AND DETAILS
 SHEET
S101

11/10/2024 6:33:31 PM
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 4-S102-PAY STATION & VACUUM CANOPY PLAN

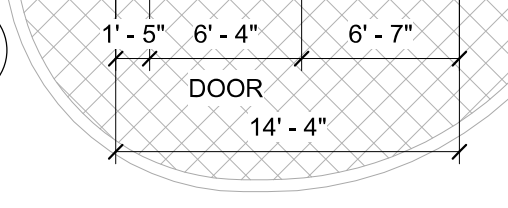
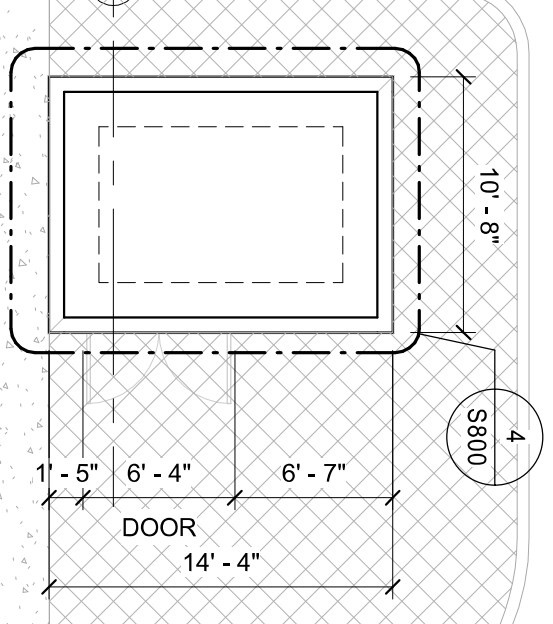
1 SITE PLAN @ PAY STATION & VACUUM CANOPIES
 1/8" = 1'-0"



NOTE:
 SOILS UNDER THE STRUCTURES
 NEED TO BE IMPROVED BY RIGID
 INCLUSIONS BEFORE STRUCTURES
 CAN BE BUILT. SEE FOUNDATION
 NOTE.

NOTE:
 DIMENSIONS WITH ASTERISK (*)
 GC SMALL COORDINATE WITH XPT
 EQUIPMENT SUPPLIER.

VACUUM CANOPY
 DETAIL 1 / S801 TYP.
 2'-0" DIA. CONCRETE PIERS
 ON GRID V.A & V.B
 SEE DETAIL 10 / S200



SHEET
S102

PAY STATION &
 VACUUM CANOPY
 PLAN

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PRINT NAME: LIJUN CHEN
 SIGNATURE:
 DATE: 01/10/24 LICENSE NO. 50338

2024.01.11 08:14:56-06'00"

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DRAWN BY:	YJN
DOCUMENT DATE:	01/10/24

ISSUE BLOCK	PERMIT	DATE
		01/10/24

TRUE BLUE CAR WASH

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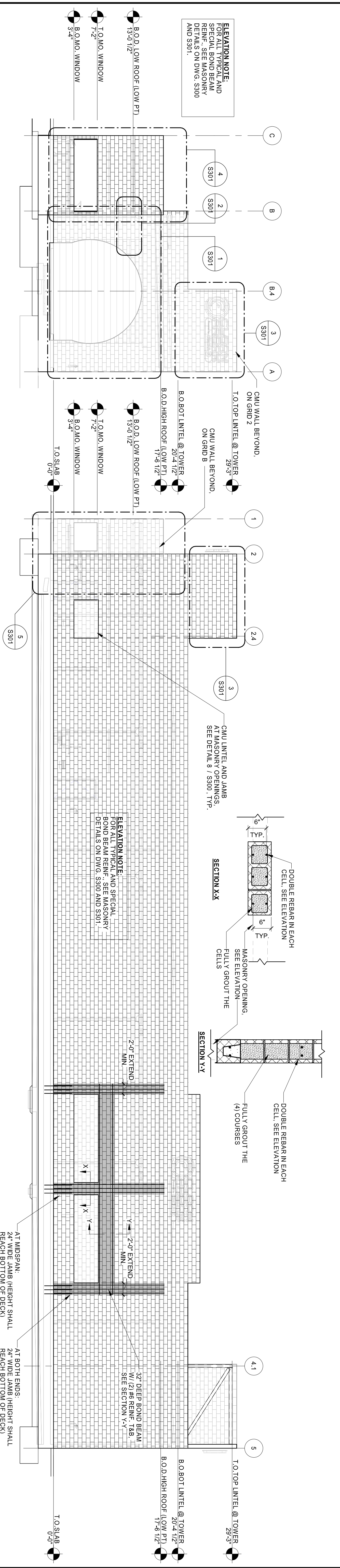
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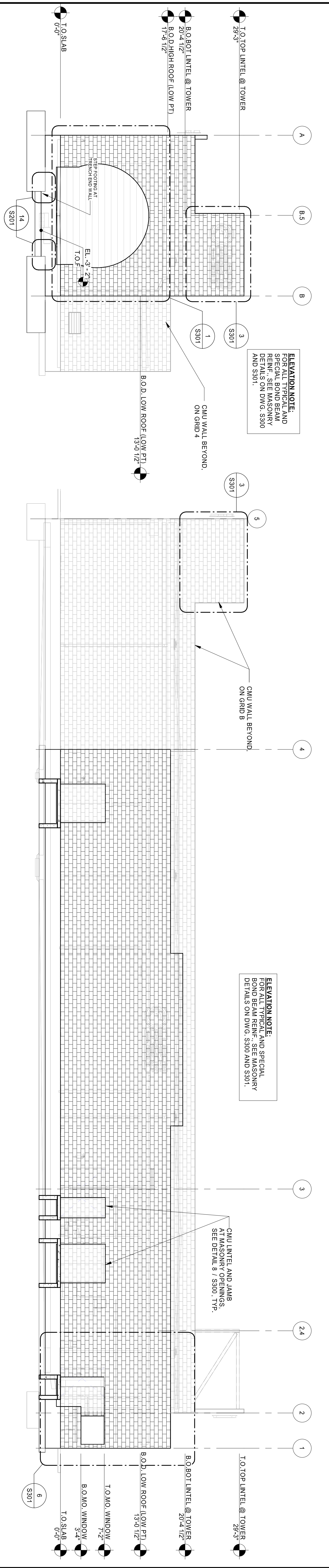
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 7.3130-STRUCTURAL ELEVATIONS



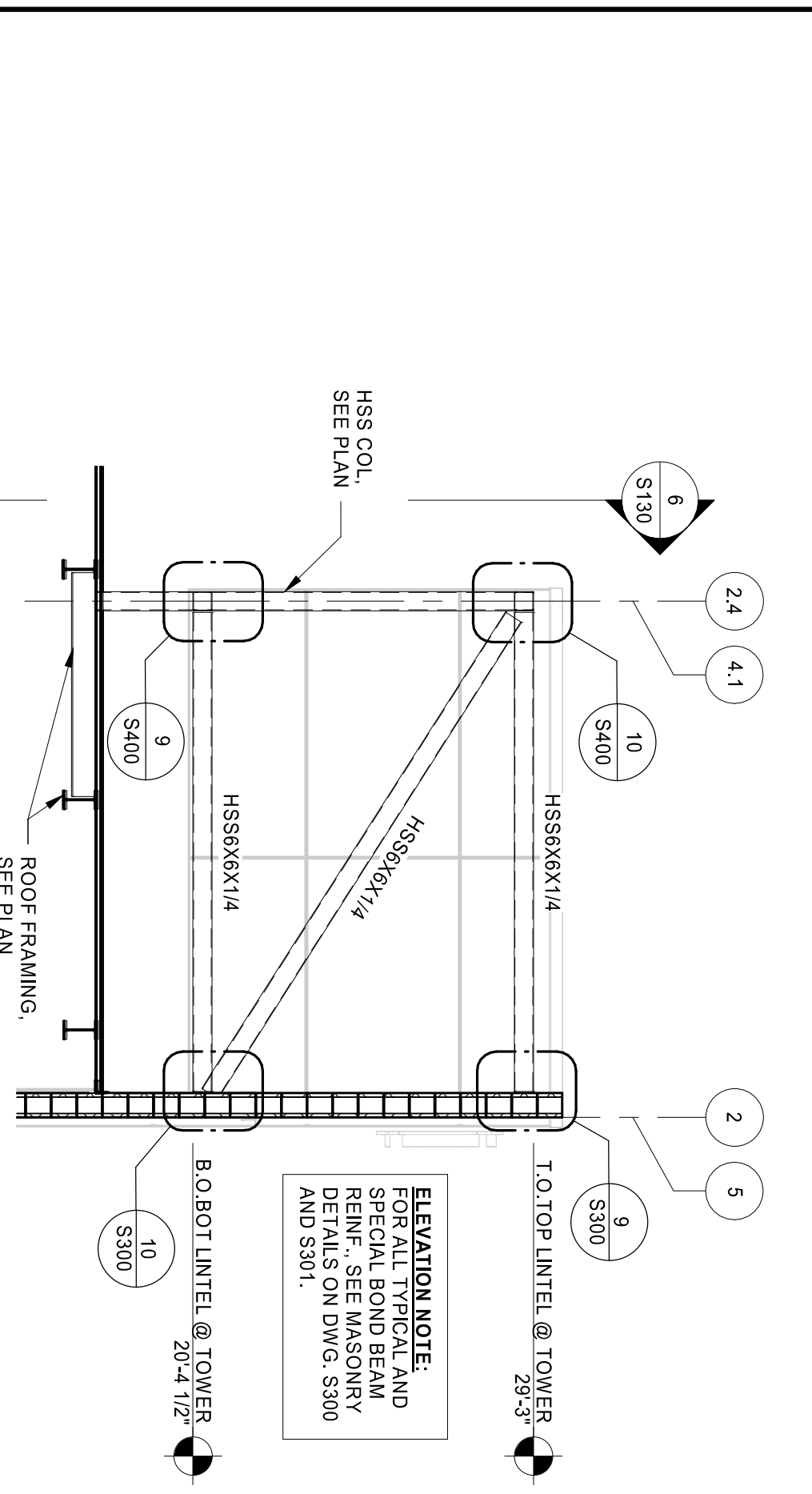
1 ENTRANCE ELEVATION
 1/8" = 1'-0"

2 EXTERIOR ELEVATION
 1/8" = 1'-0"

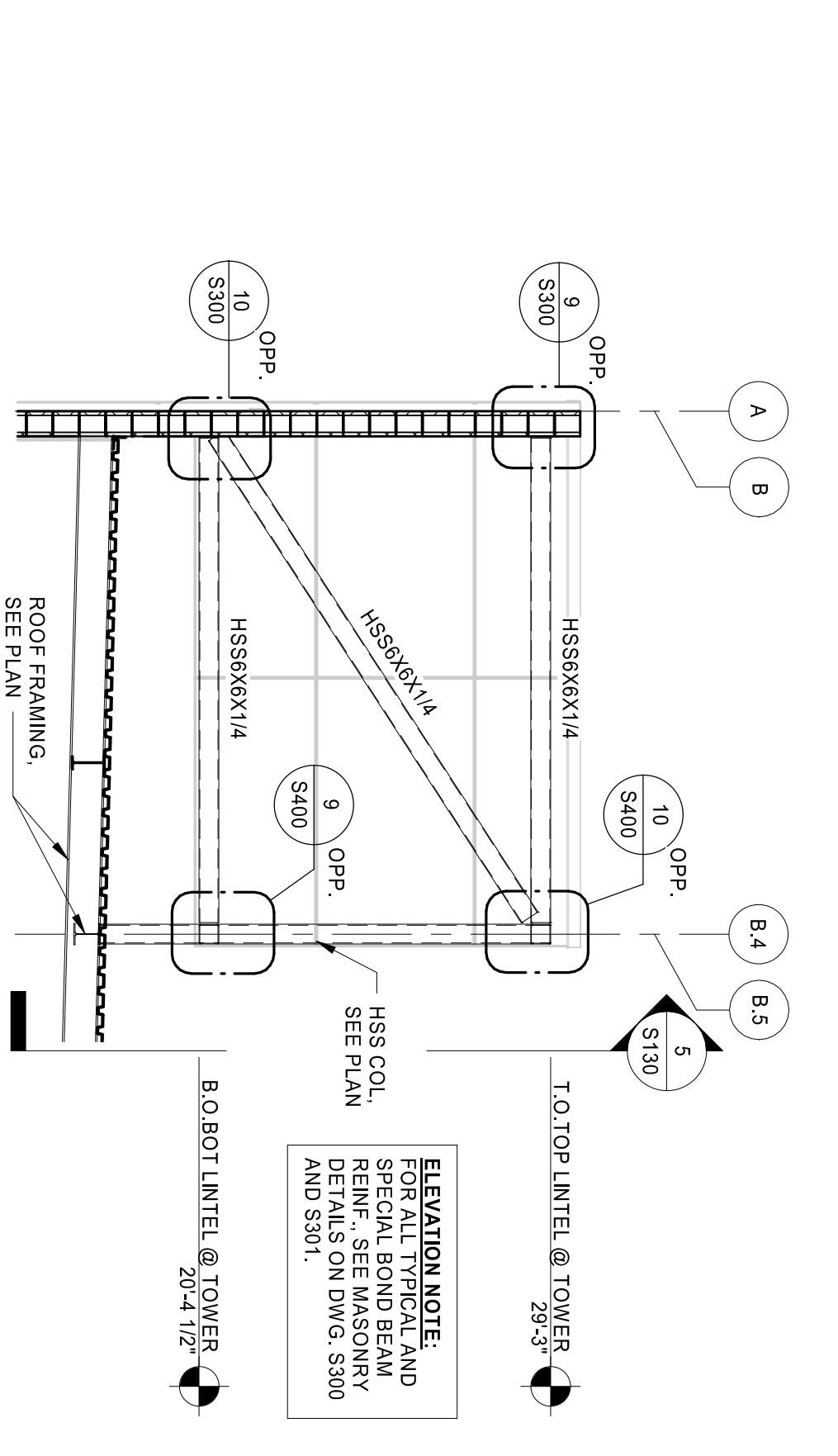


3 EXIT ELEVATION
 1/8" = 1'-0"

4 EXTERIOR ELEVATION
 1/8" = 1'-0"



5 ELEVATION @ TOWER BRACE
 1/4" = 1'-0"



6 ELEVATION @ TOWER BRACE
 1/4" = 1'-0"

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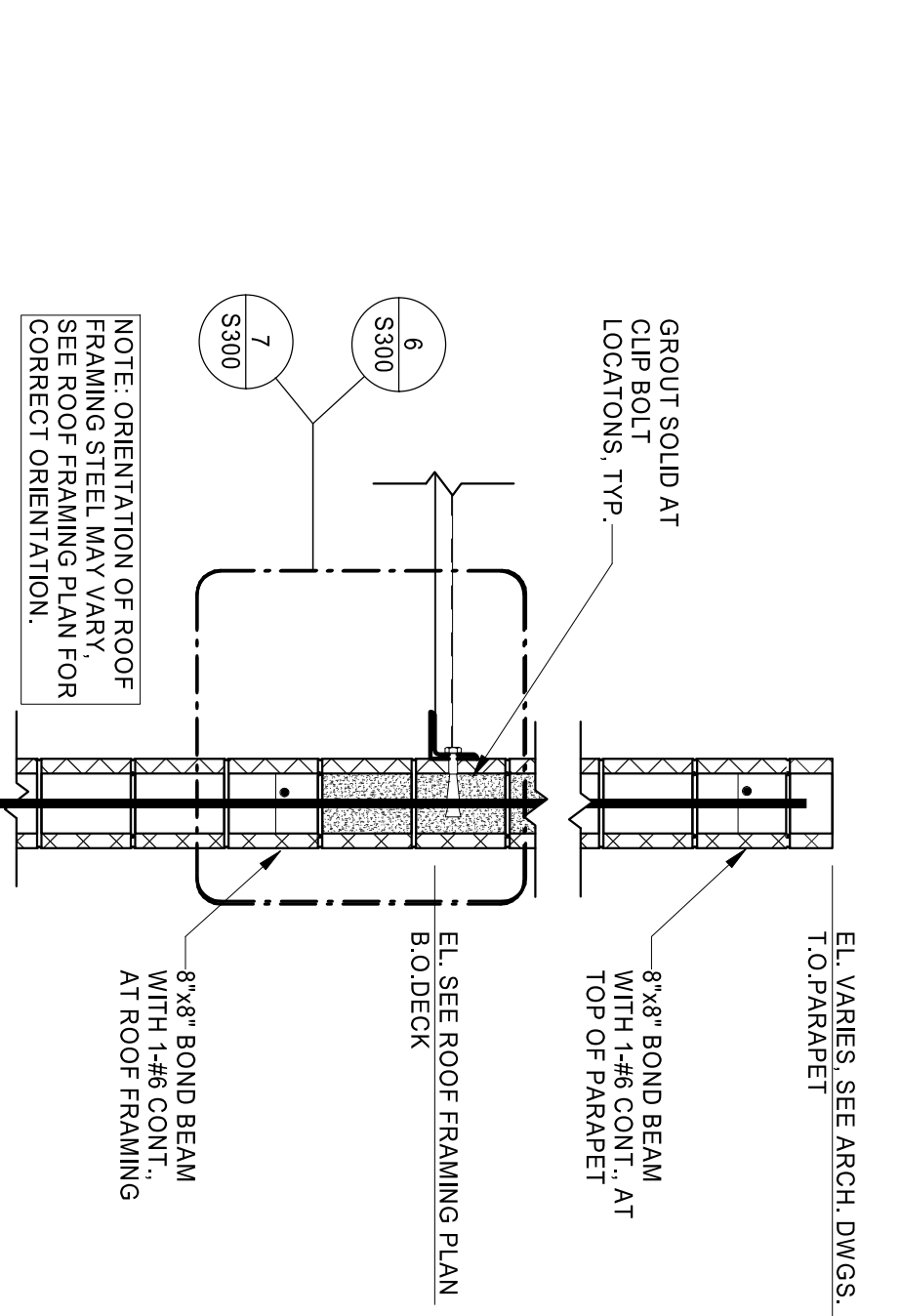
TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

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PERMIT	
CHECKED BY:	GGB
DRAWN BY:	YAN
DOCUMENT DATE:	01/10/24

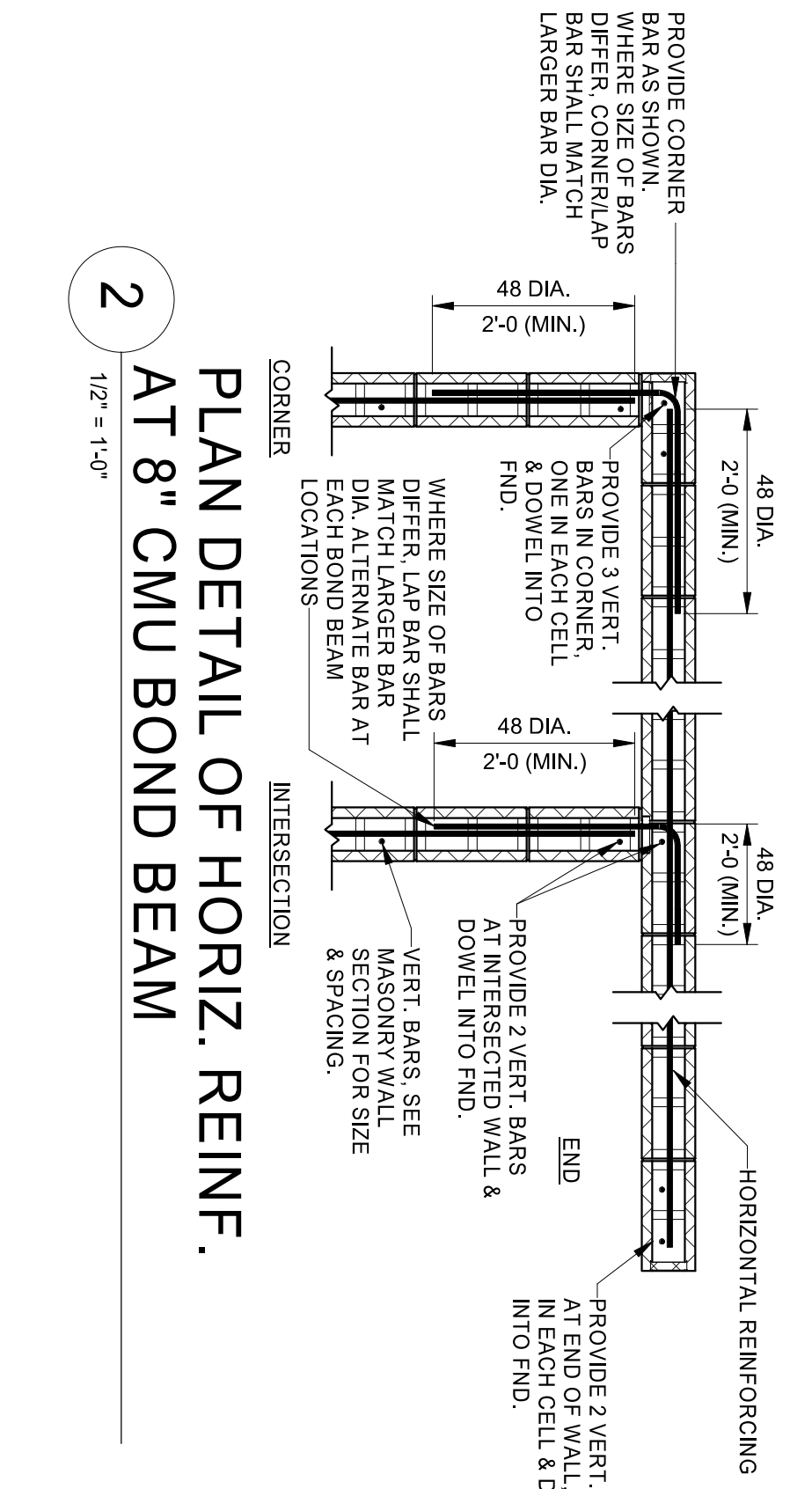
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 PRINT NAME: LUJINCHEN YAO
 SIGNATURE: *[Signature]*
 LICENSE NO.: 50338
 DATE: 2024.01.11 08:15:08 '06:00'

STRUCTURAL ELEVATIONS
 SHEET
S130

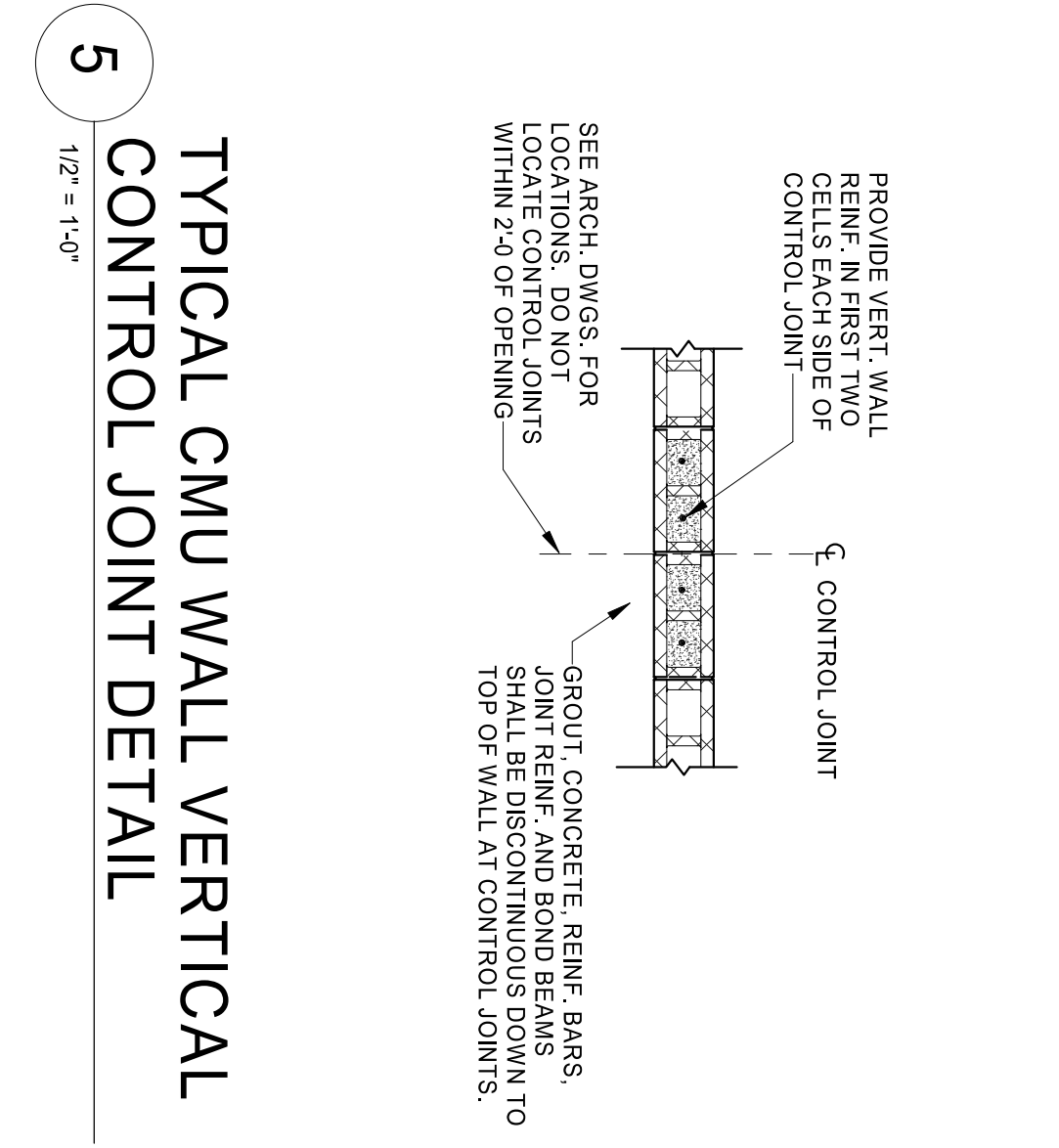
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 C:\Users\jwan\OneDrive\Documents\2022 Revit Projects\06-23-80005 True Blue Carwash - Brooklyn Park, MN_STR_V22_HFA_Janan Yan.rvt
 16-S300-MASONRY DETAILS



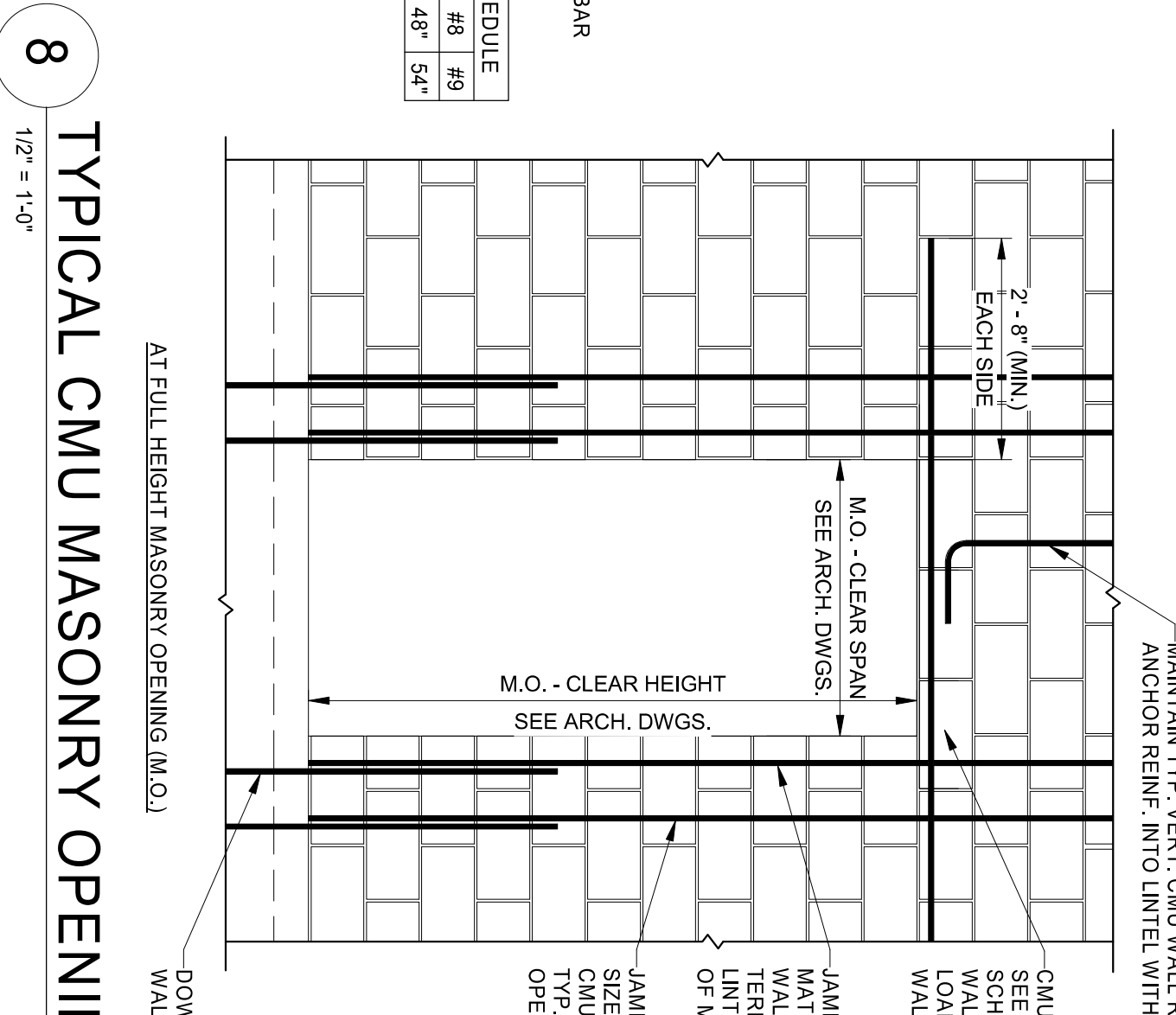
1 TYPICAL 8" CMU WALL SECTION
 3/4" = 1'-0"



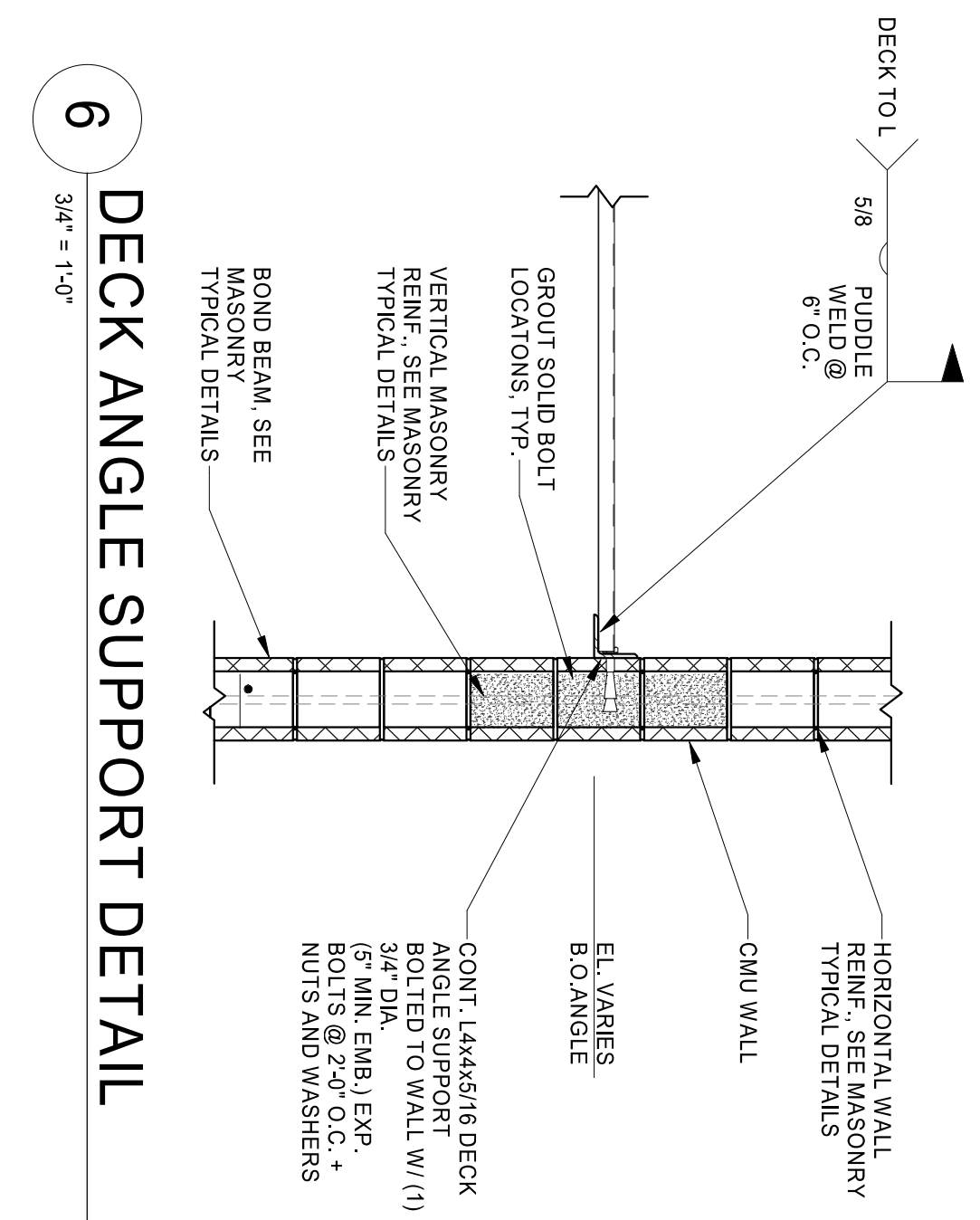
2 PLAN DETAIL OF HORIZ. REINF. AT 8" CMU BOND BEAM
 1/2" = 1'-0"



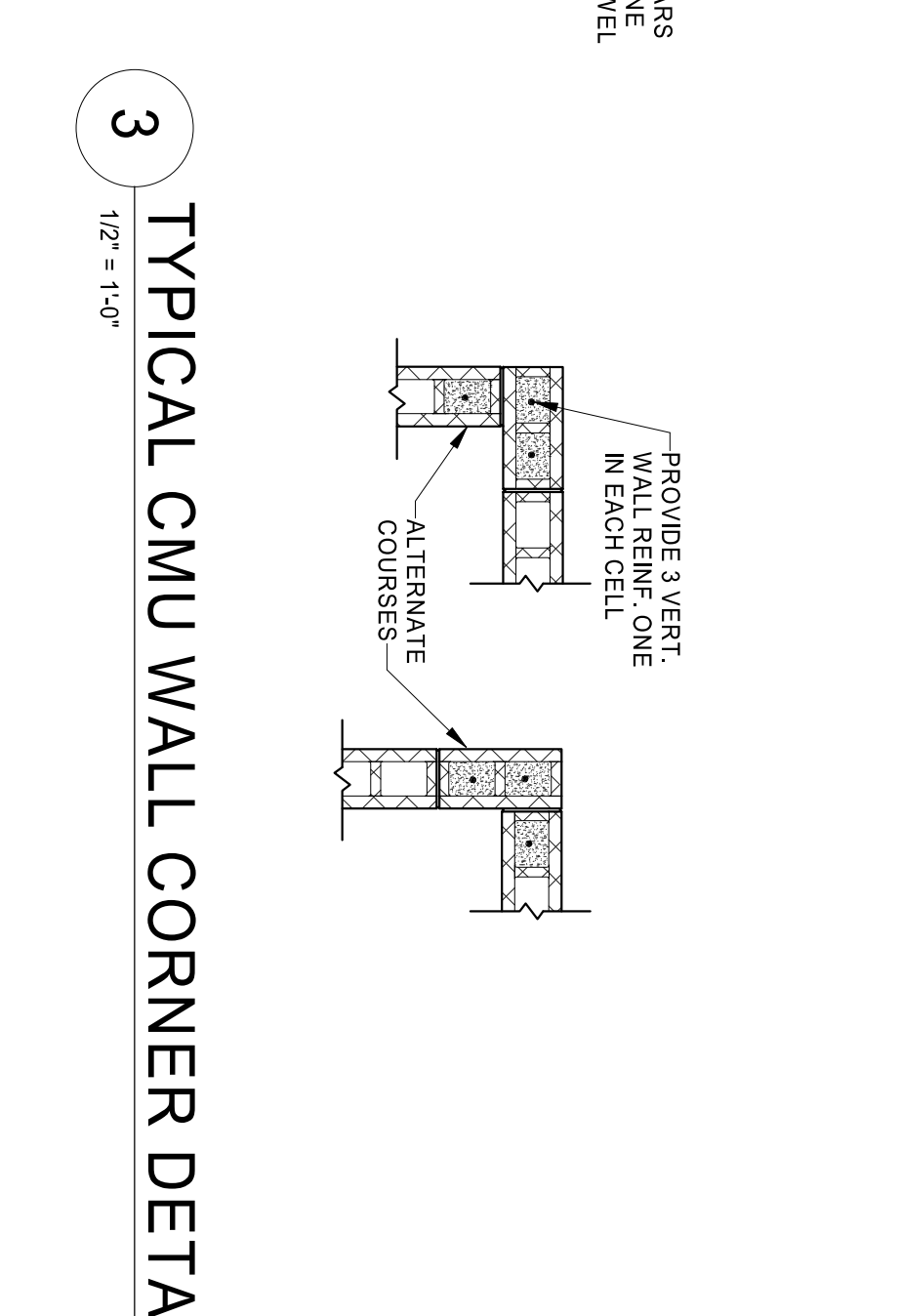
5 TYPICAL CMU WALL VERTICAL CONTROL JOINT DETAIL
 1/2" = 1'-0"



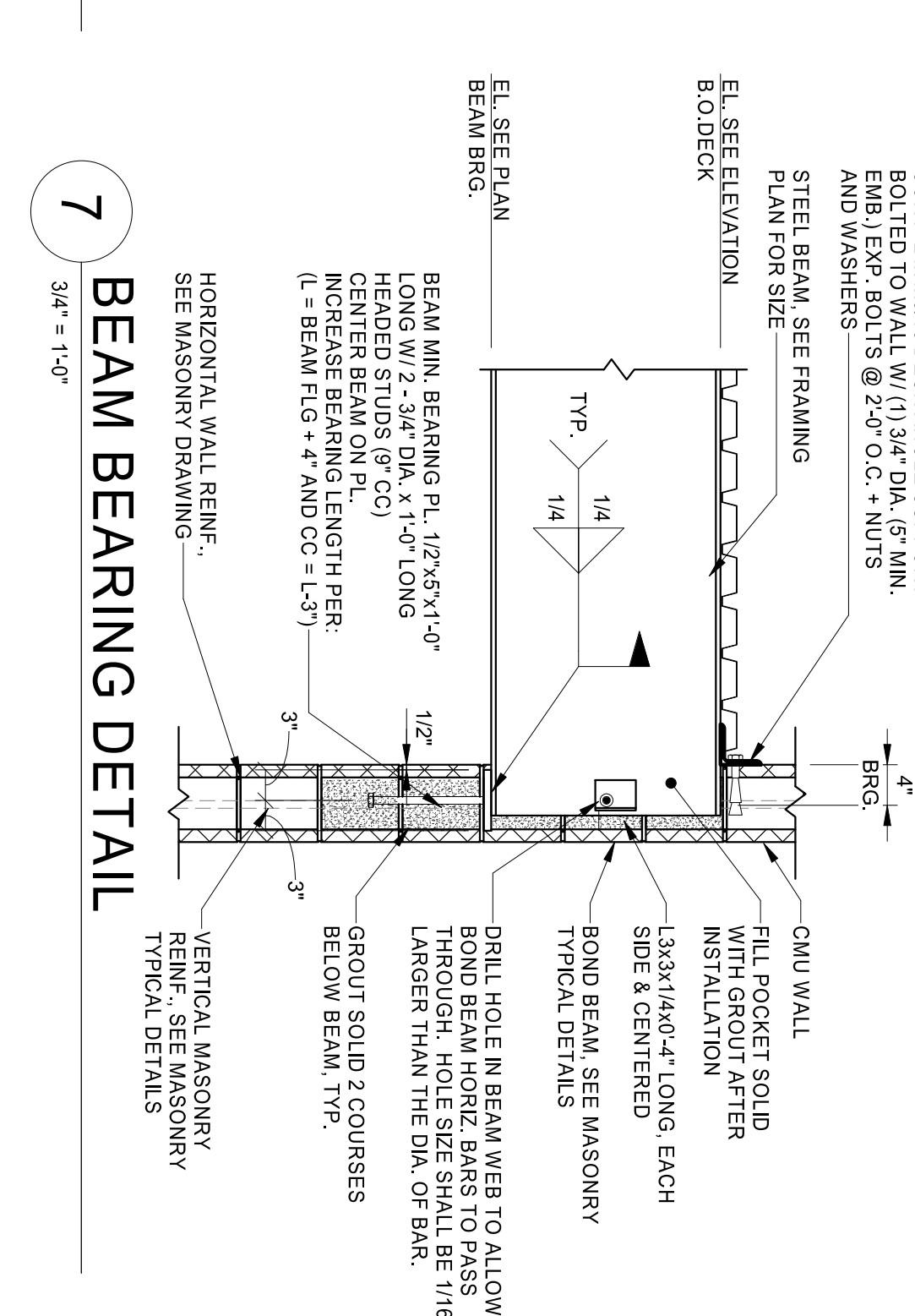
8 TYPICAL CMU MASONRY OPENING (M.O.) WITH CMU LINTEL
 1/2" = 1'-0"



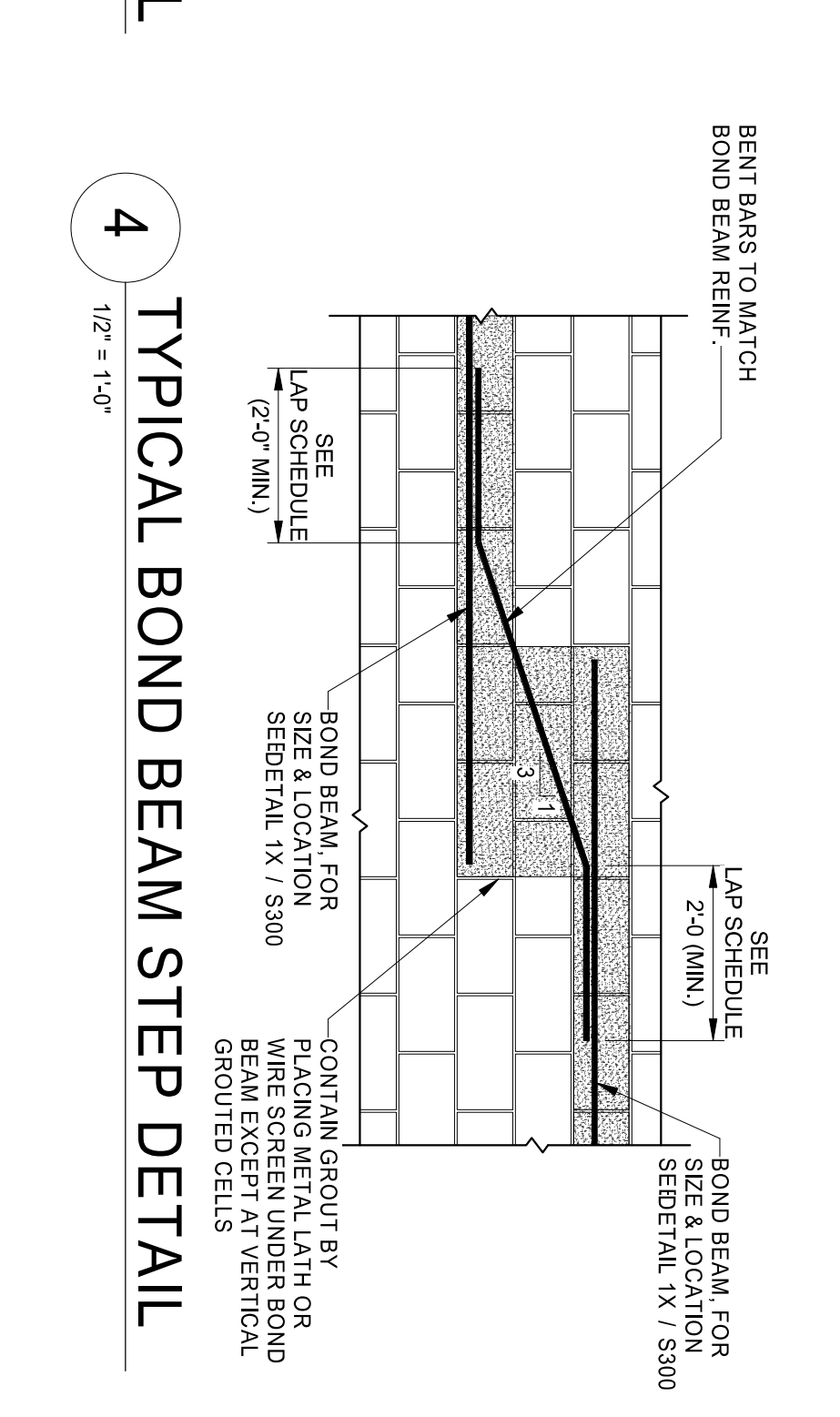
6 DECK ANGLE SUPPORT DETAIL
 3/4" = 1'-0"



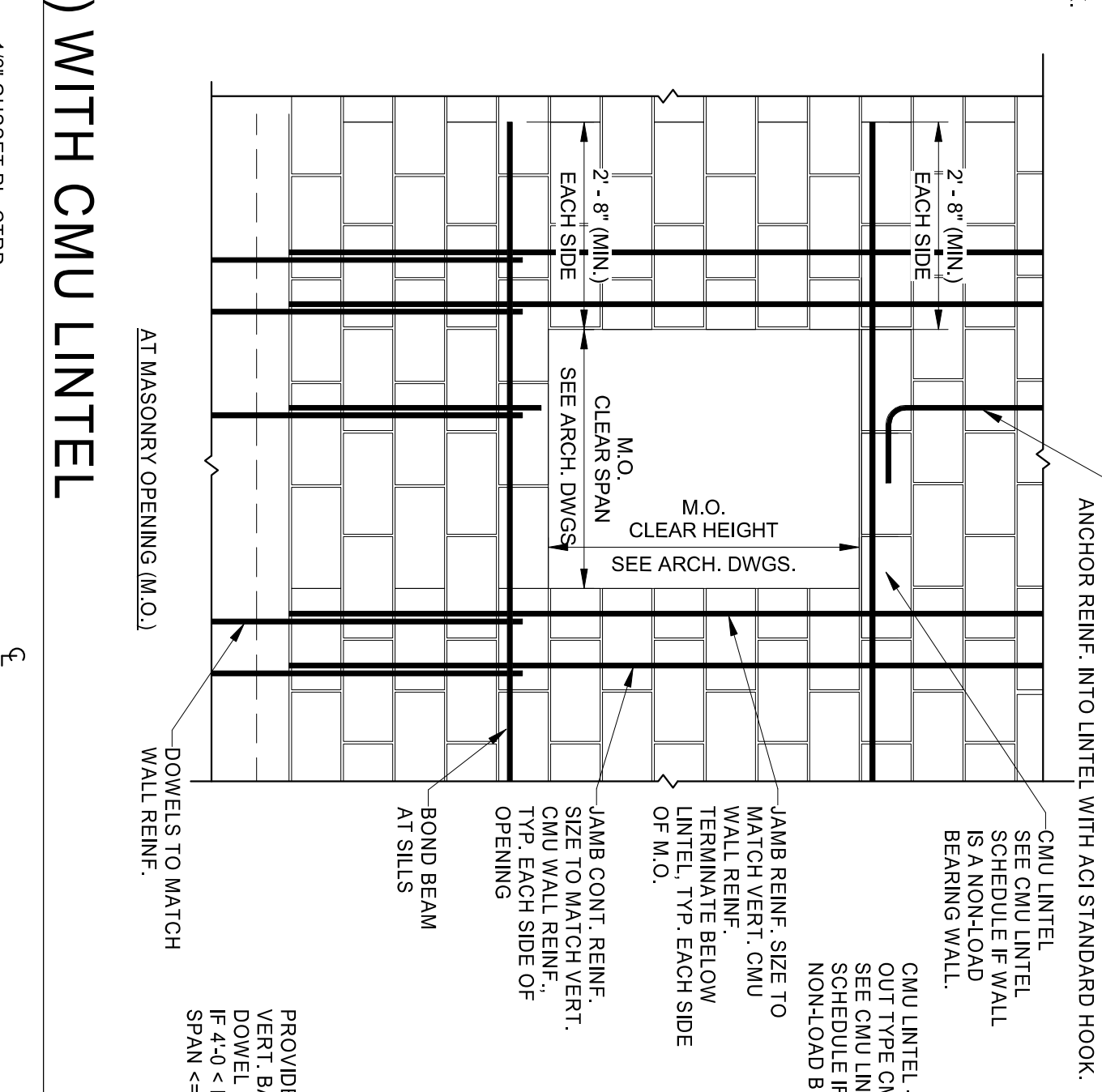
3 TYPICAL CMU WALL CORNER DETAIL
 1/2" = 1'-0"



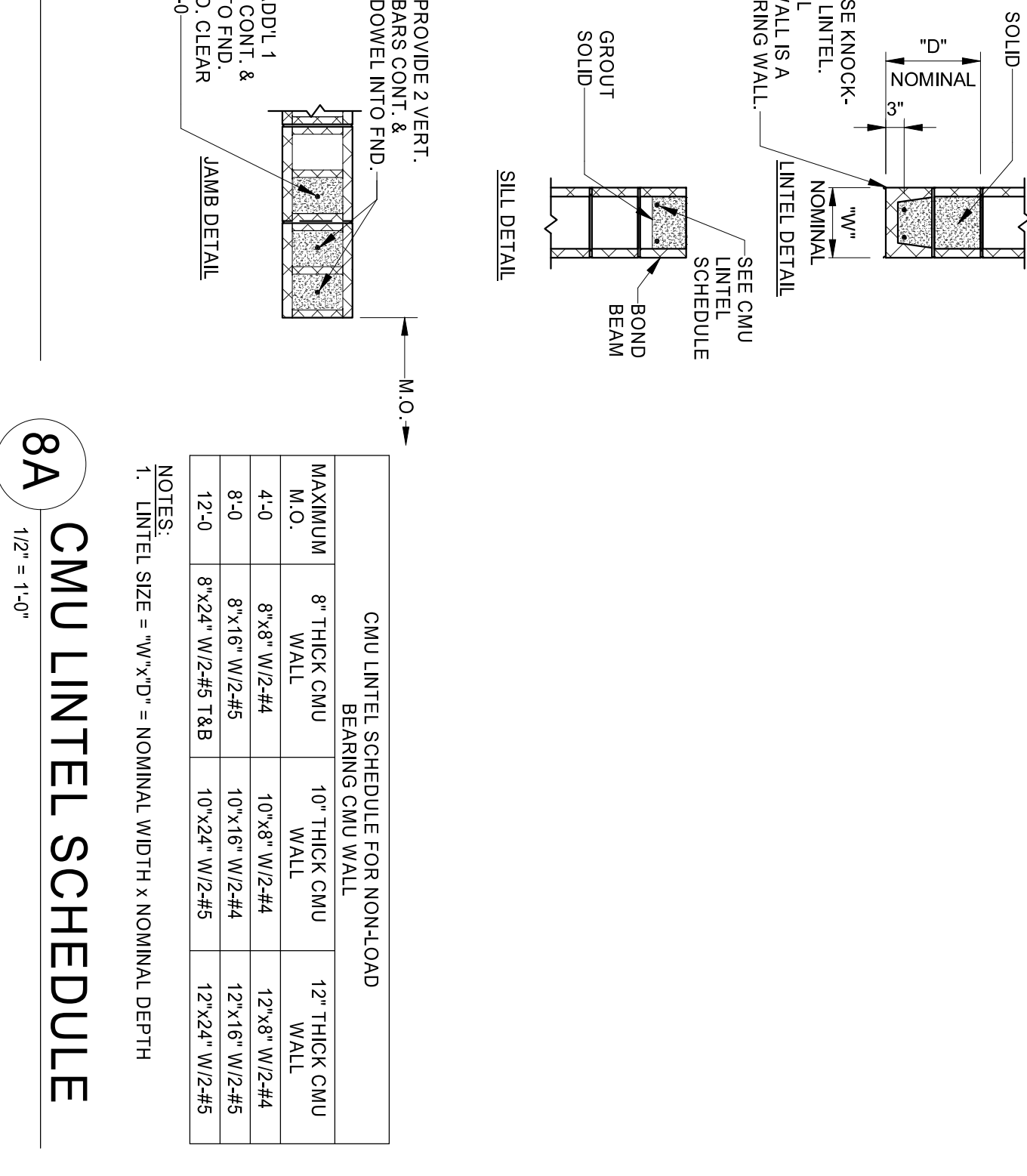
7 BEAM BEARING DETAIL
 3/4" = 1'-0"



4 TYPICAL BOND BEAM STEP DETAIL
 1/2" = 1'-0"



10 HSS CONN. TO MAS. WALL @ TOWER BOT. BRACE
 3/4" = 1'-0"



9 HSS CONN. TO MAS. WALL @ TOWER TOP BRACE
 3/4" = 1'-0"

8A CMU LINTEL SCHEDULE
 1/2" = 1'-0"

MAXIMUM M.O.	8" THICK CMU WALL	10" THICK CMU WALL	12" THICK CMU WALL
4'-0"	8'x48" W/2-#4	10'x48" W/2-#4	12'x48" W/2-#4
8'-0"	8'x16" W/2-#5	10'x16" W/2-#4	12'x16" W/2-#5
12'-0"	8'x24" W/2-#5 1#8	10'x24" W/2-#5	12'x24" W/2-#5

NOTES:
 1. LINTEL SIZE = "W" X "D" = NOMINAL WIDTH X NOMINAL DEPTH

MASONRY DETAILS

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 DRAWN BY: YJN
 DOCUMENT DATE: 01/10/24

ISSUE BLOCK
 PERMIT: 01/10/24

SHEET S300

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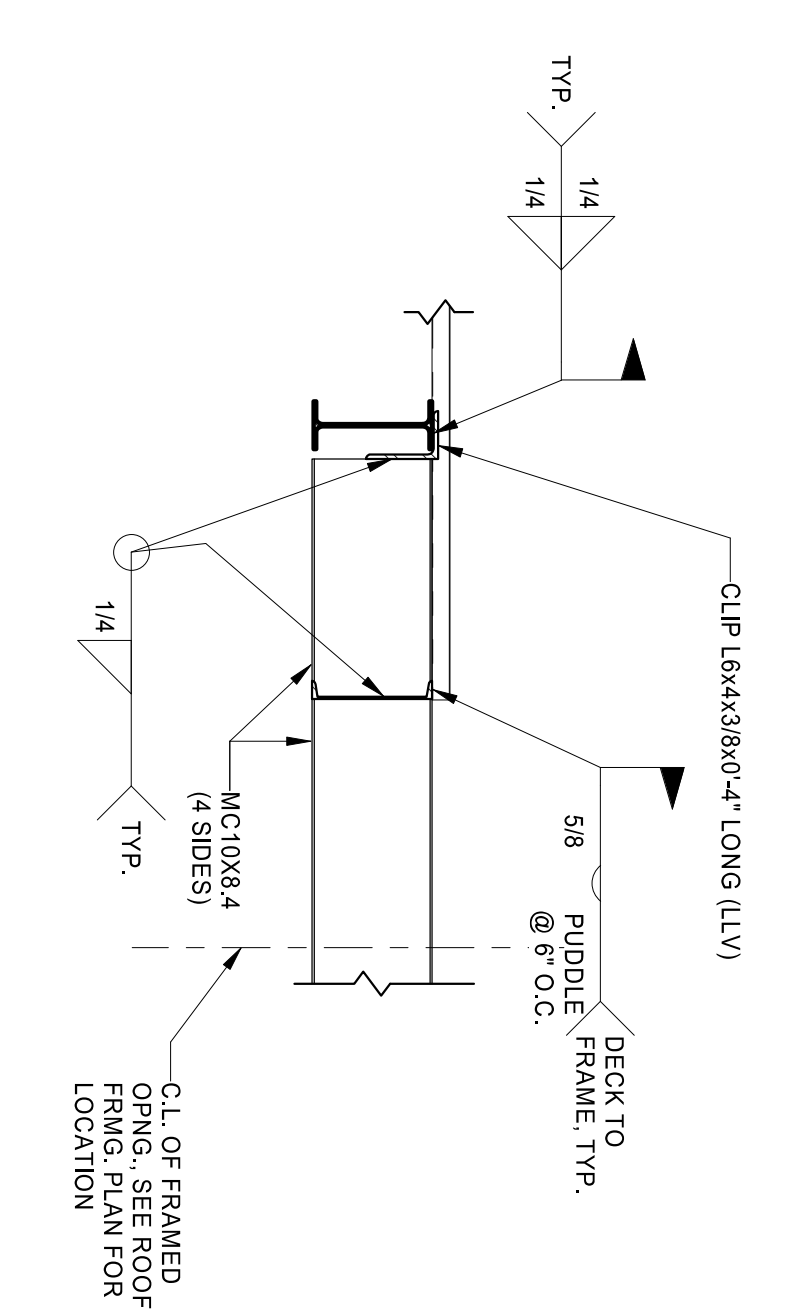
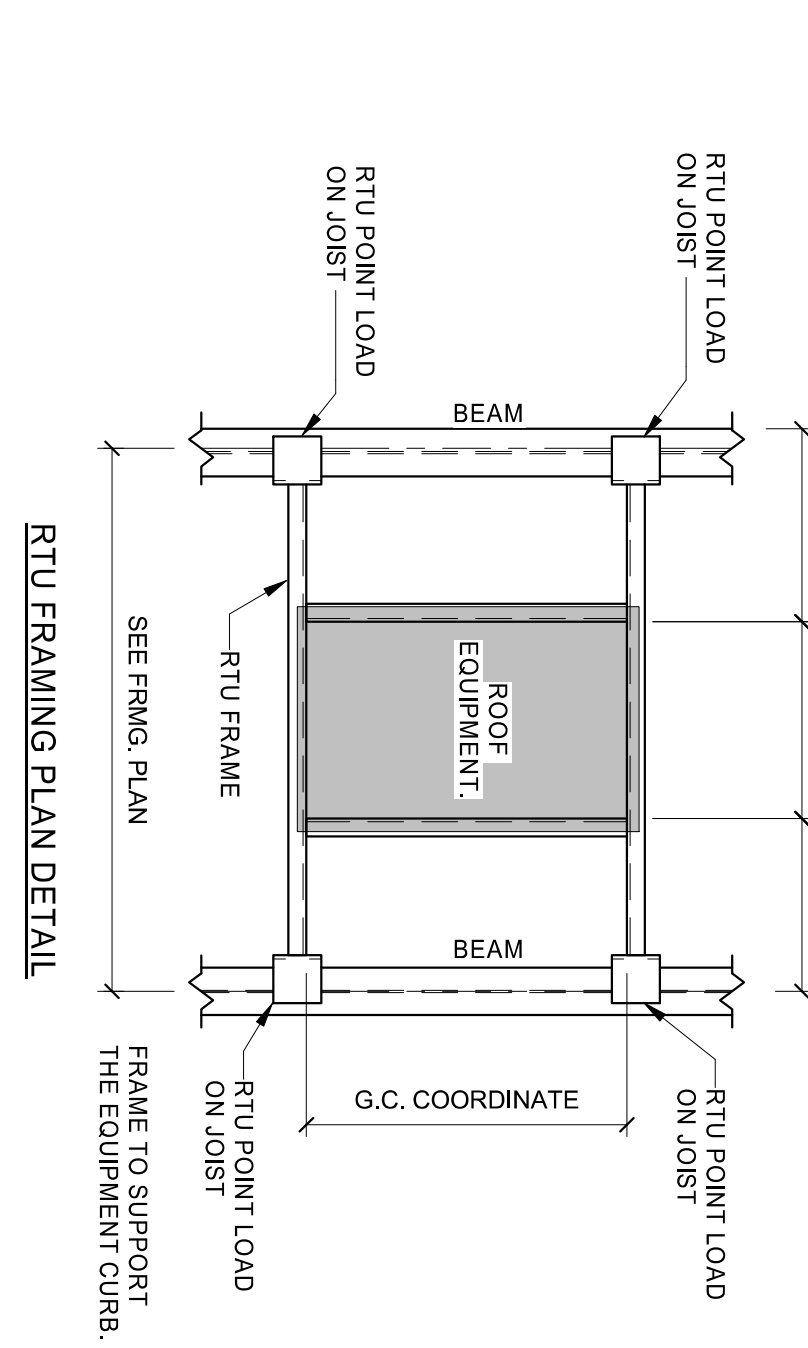
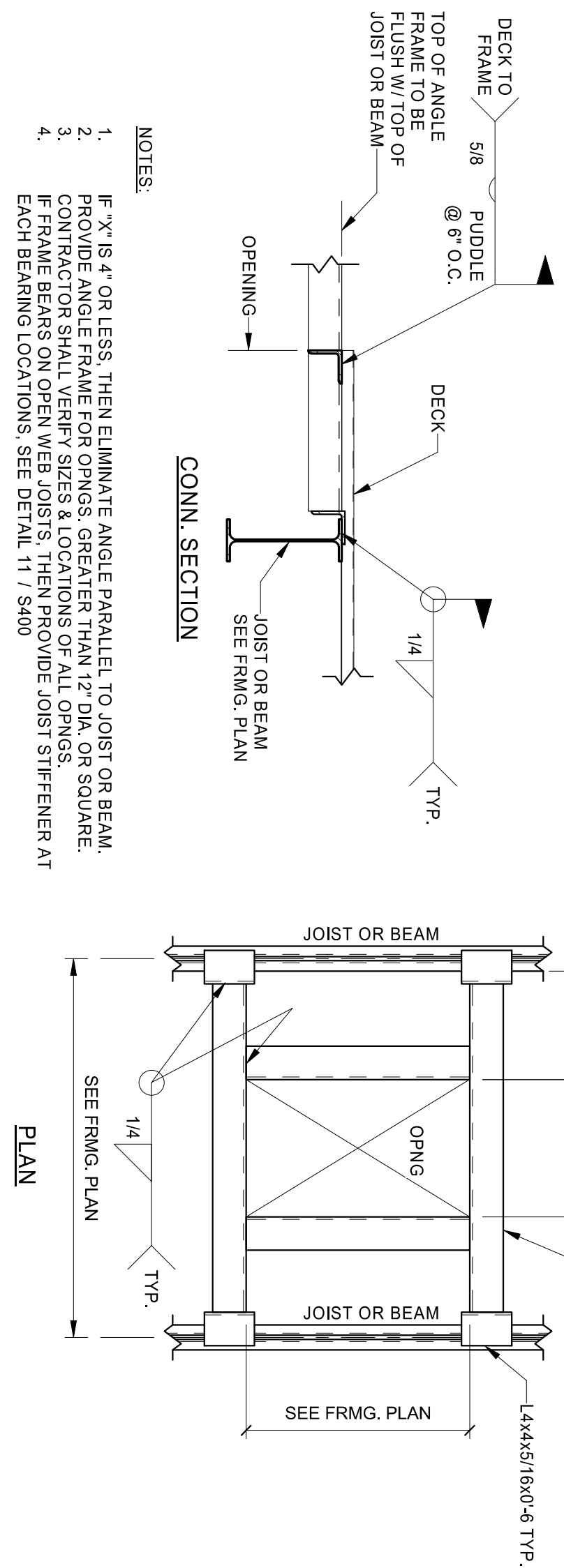
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TRUE BLUE CAR WASH

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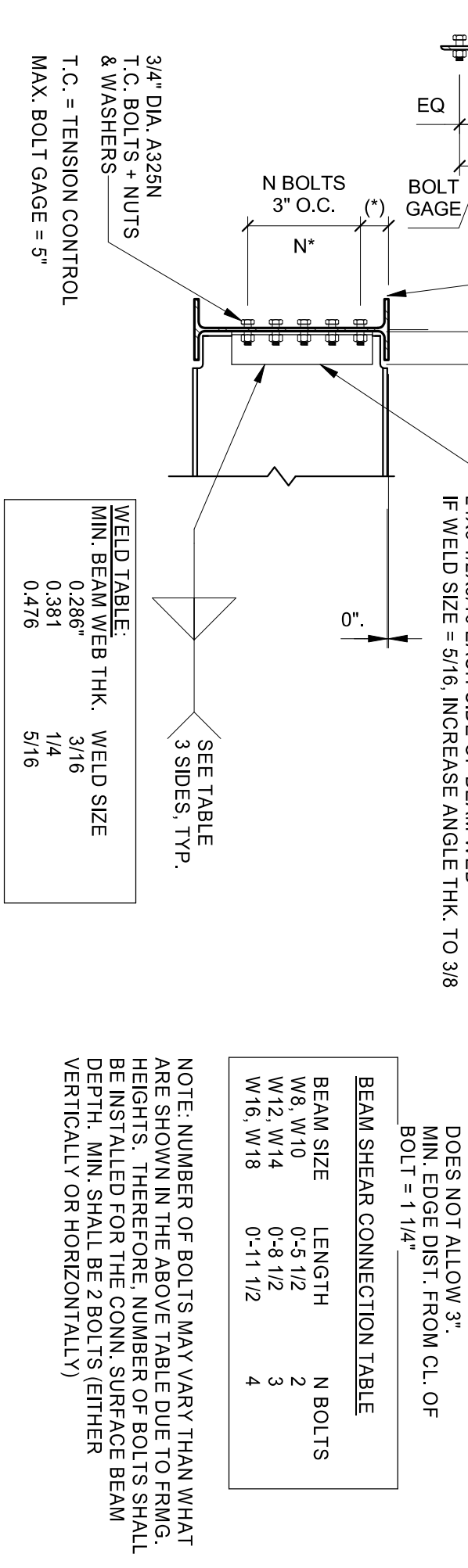
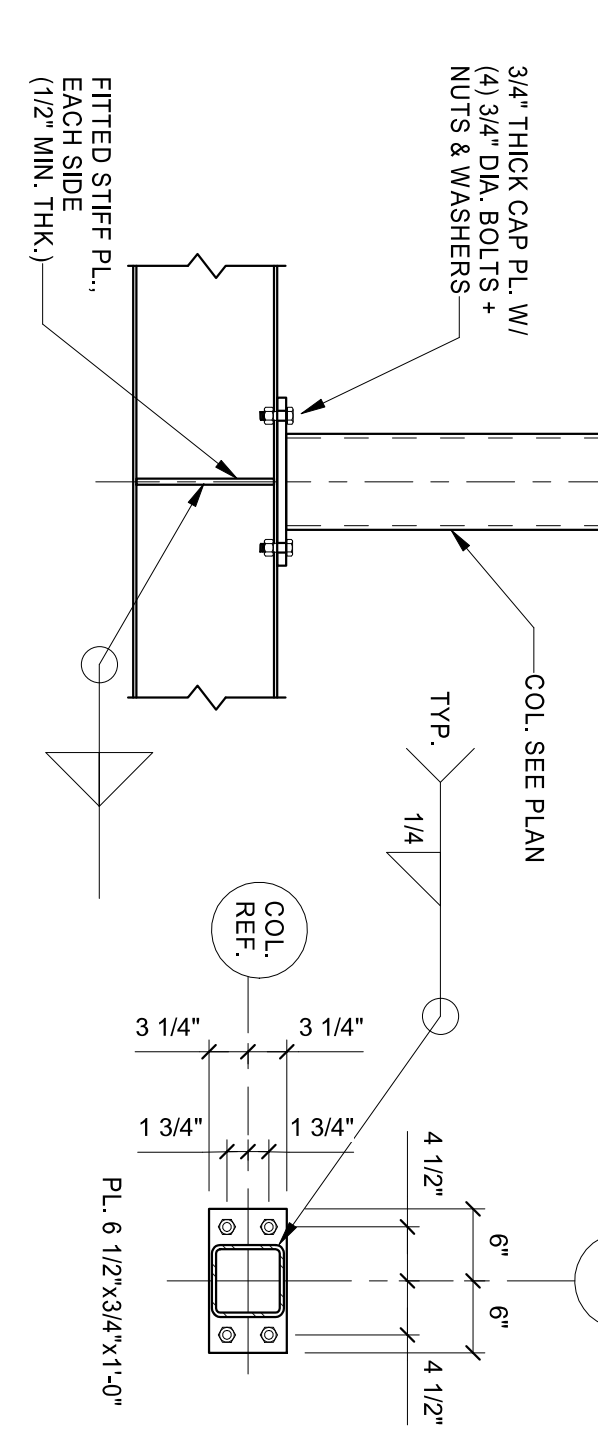
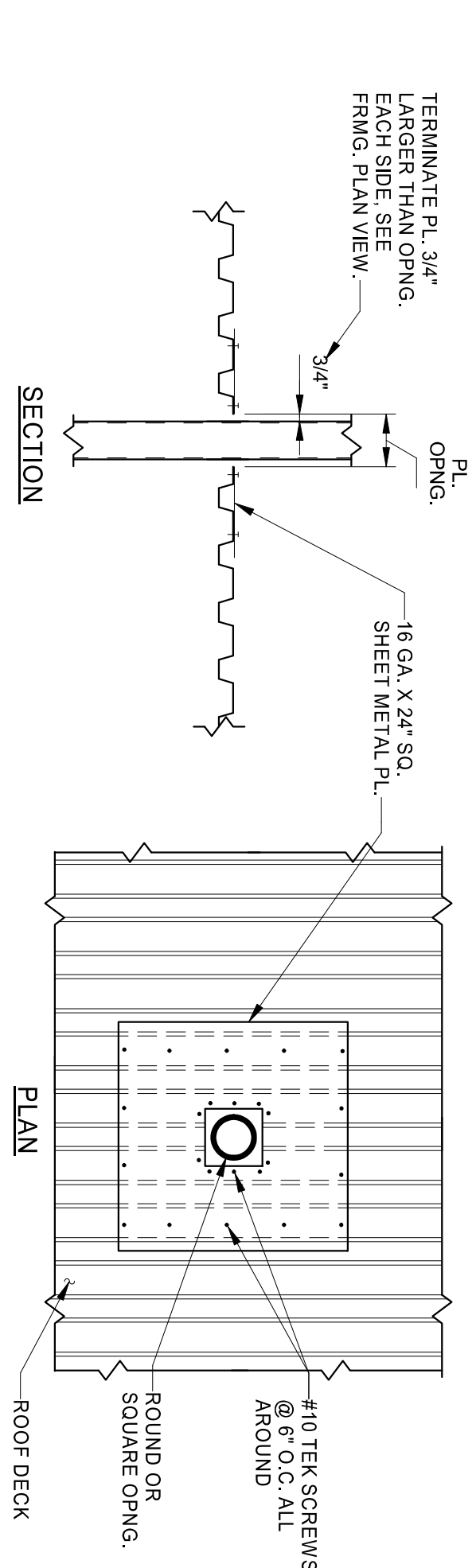
- FOR ROOF DRAINS, SUMP PANS (BY OTHERS),
 1. OPENING SIZE: 24" x 28" (MIN).
 2. SUMP PAN SHALL BE CTRD. ON THE DRAIN.
 3. SUMP PAN SHALL BE CTRD. ON THE DRAIN.
 4. FRAME SHALL SUPPORT SUMP PAN AND DECK.
 5. SEE PLAN FOR LOCATIONS.



1 ROOF HATCH, ROOF DRAIN & MECH. EXHAUST FANS, & ROOF OPNG. FRMG. DETAIL
 3/4\"/>

2 RTU FRAMING PLAN DETAIL
 3/4\"/>

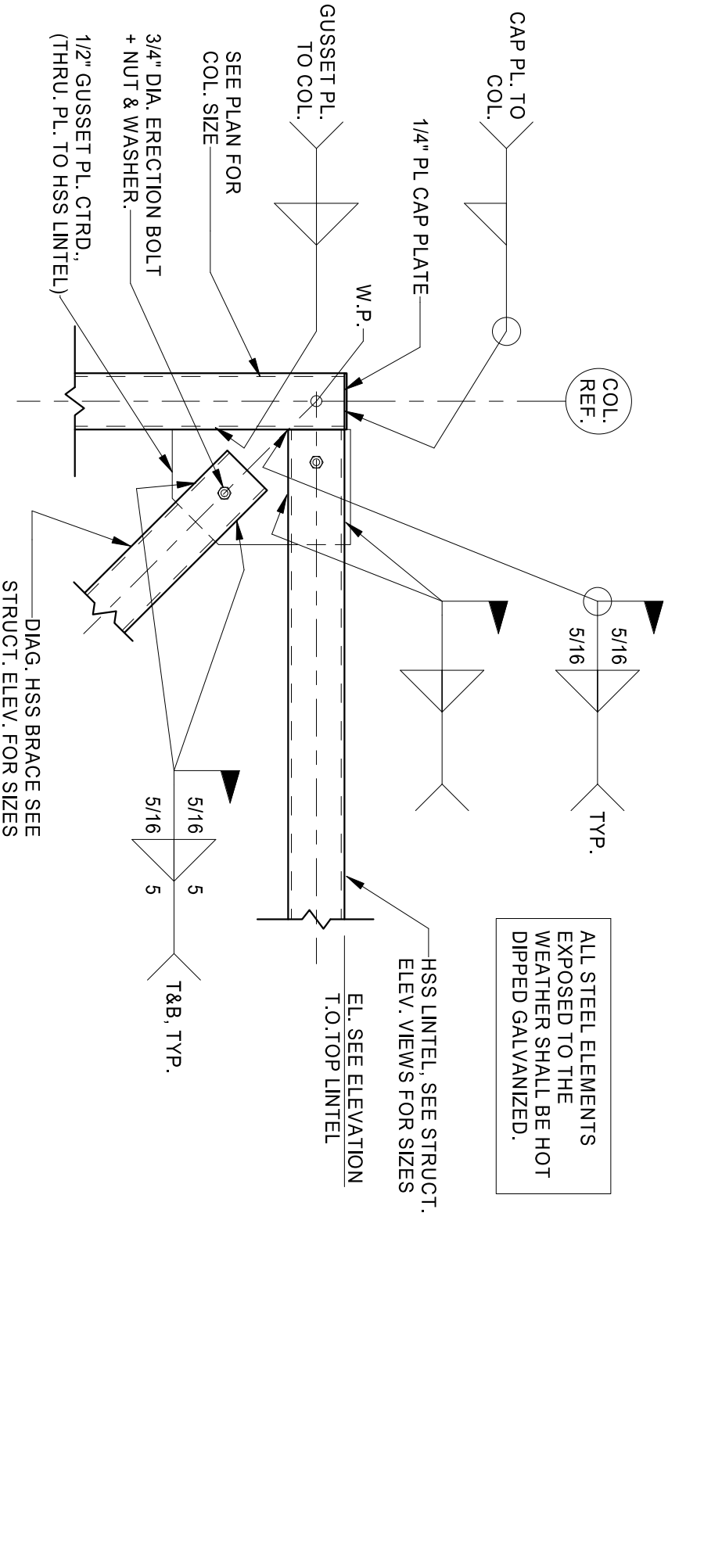
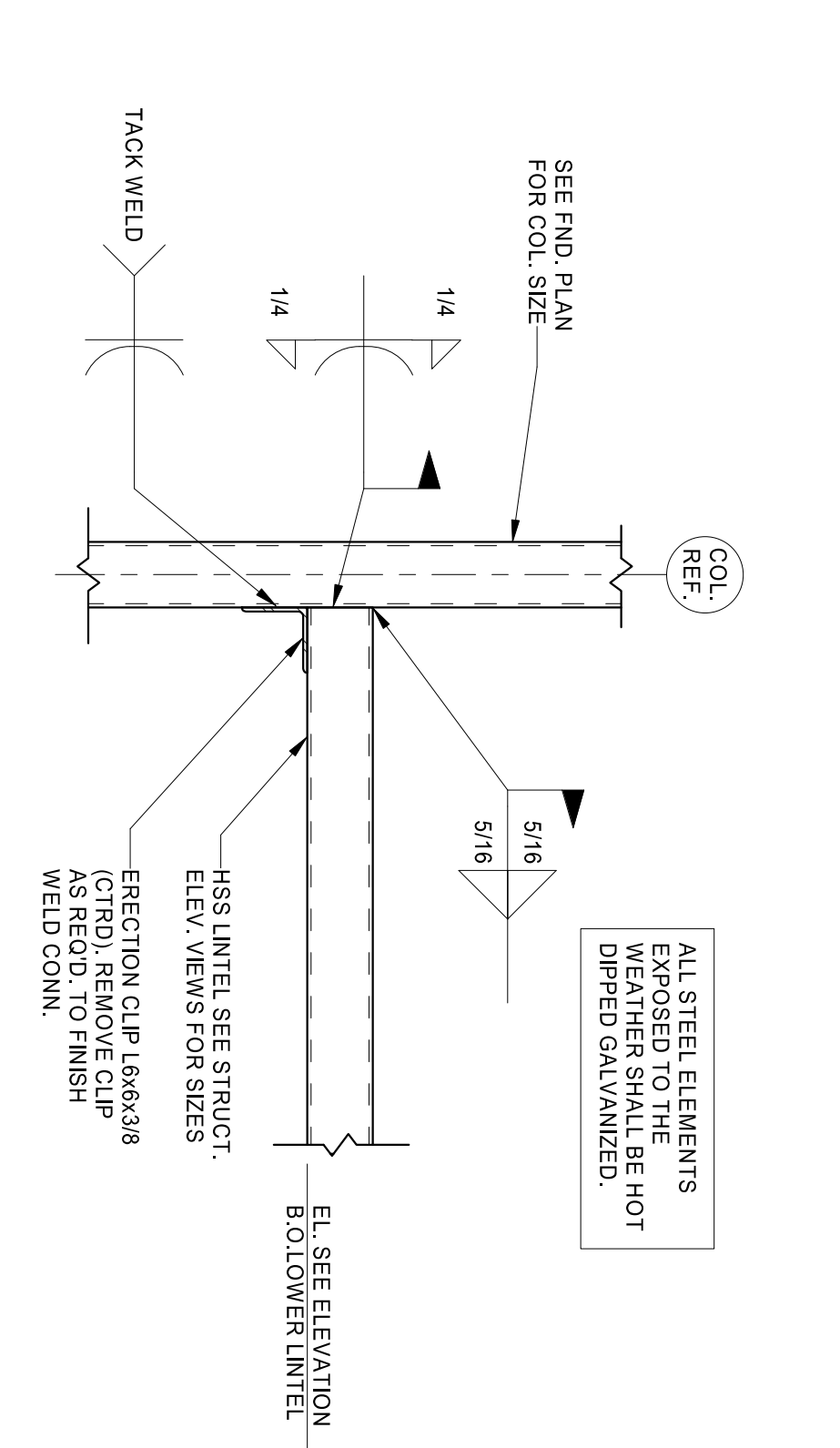
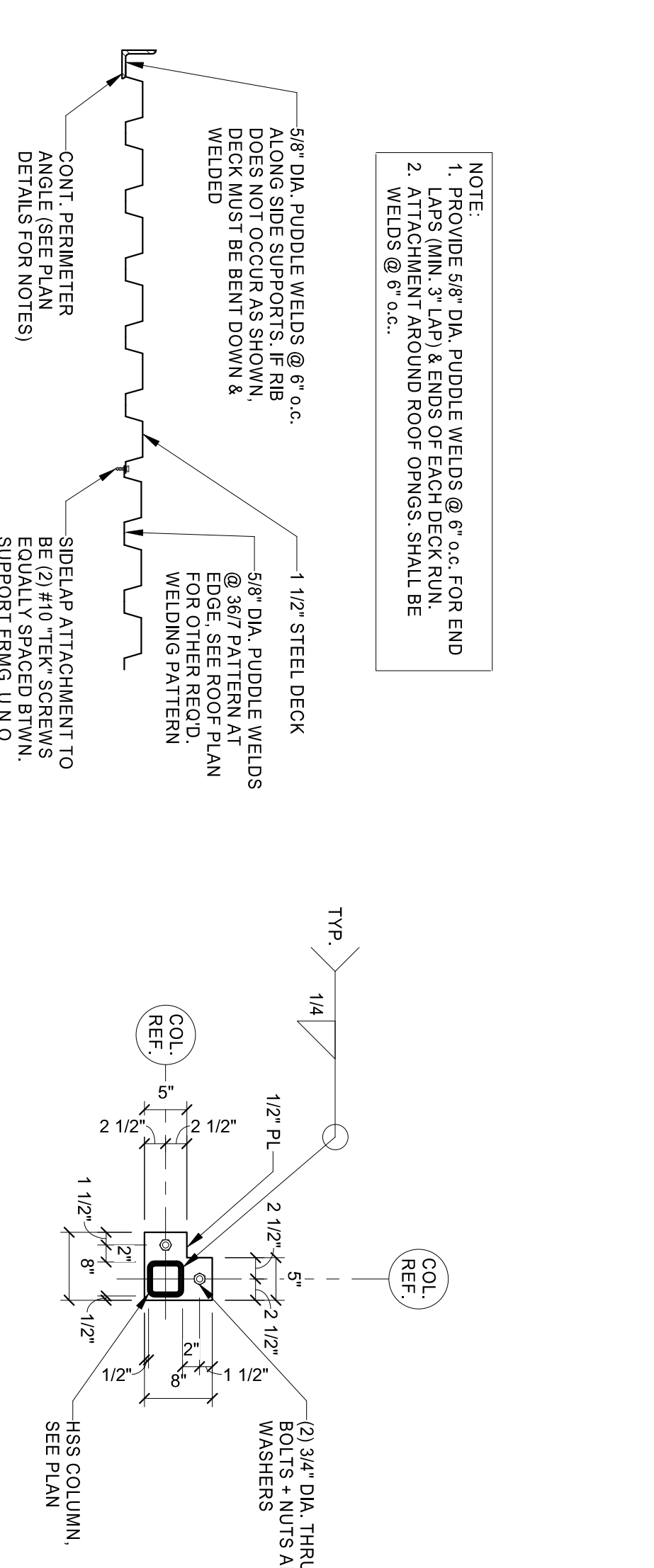
3 RTU FRAME DETAIL
 3/4\"/>



4 ROOF OPNG. DETAIL FOR 4\"/>

5 COL. ON BEAM CONN. DETAIL
 3/4\"/>

6 BEAM TO BEAM DBL ANGLE SHEAR CONN. DETAIL
 3/4\"/>



7A ROOF DECK ATTACHMENT
 NOT TO SCALE

8 COLUMN CAP PLATE - CP1
 3/4\"/>

9 HSS LINTEL CONN. TO HSS COL.
 3/4\"/>

10 DIAG. BRACE TOP CONNECTION
 3/4\"/>

7B DECK DIAPHRAGM PATTERN 36/7
 1\"/>

11 JOIST STIFFENER CONN. DETAIL
 1/2\"/>

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 PRINT NAME: LUNGHEN TRAO
 SIGNATURE: [Signature]
 DATE: 01/10/24
 LICENSE NO.: 50338

CHECKED BY: GGB
 DRAWN BY: YJN
 DOCUMENT DATE: 01/10/24

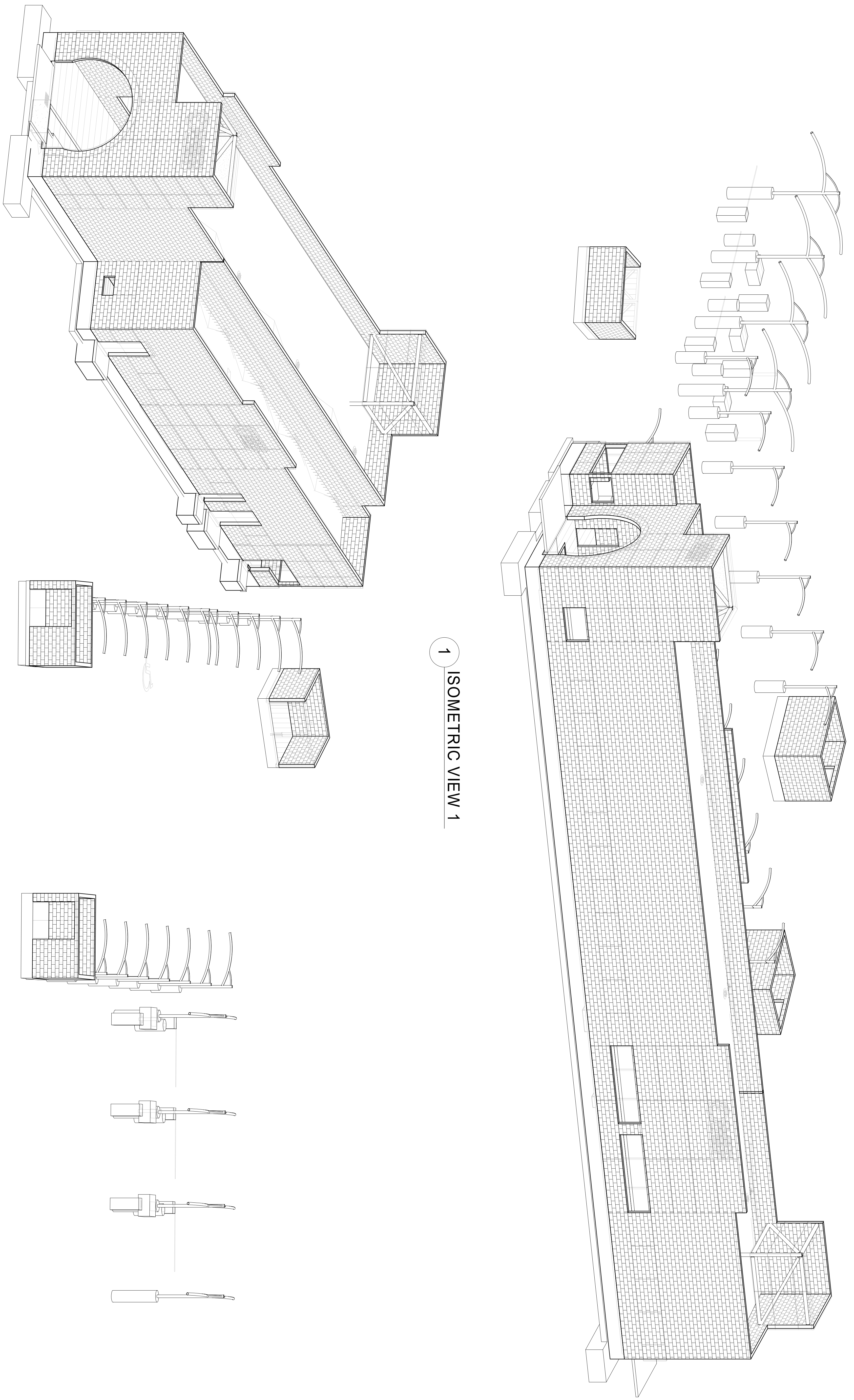
TRUE BLUE CAR WASH
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 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

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STEEL FRAMING DETAILS
 SHEET S400

11/10/2024 6:34:27 PM
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 14-S900-ISOMETRIC VIEWS



1 ISOMETRIC VIEW 1

2 ISOMETRIC VIEW 2

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 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	DATE
		01/10/24

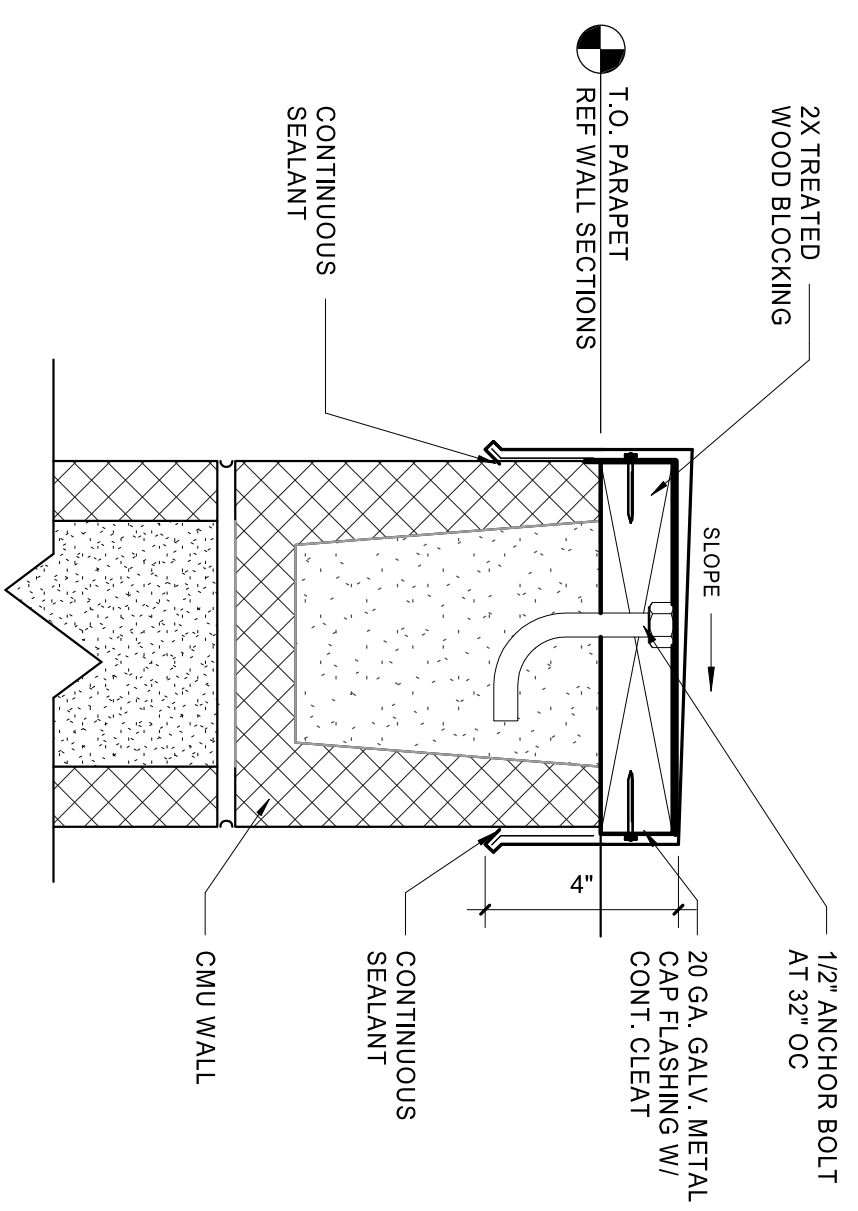
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 PRINT NAME: LIJUNGHEN TRAO
 SIGNATURE: *[Signature]*
 DATE: _____ LICENSE NO.: 50338
 2024.01.11 08:16:01-06'00"

ISOMETRIC VIEWS

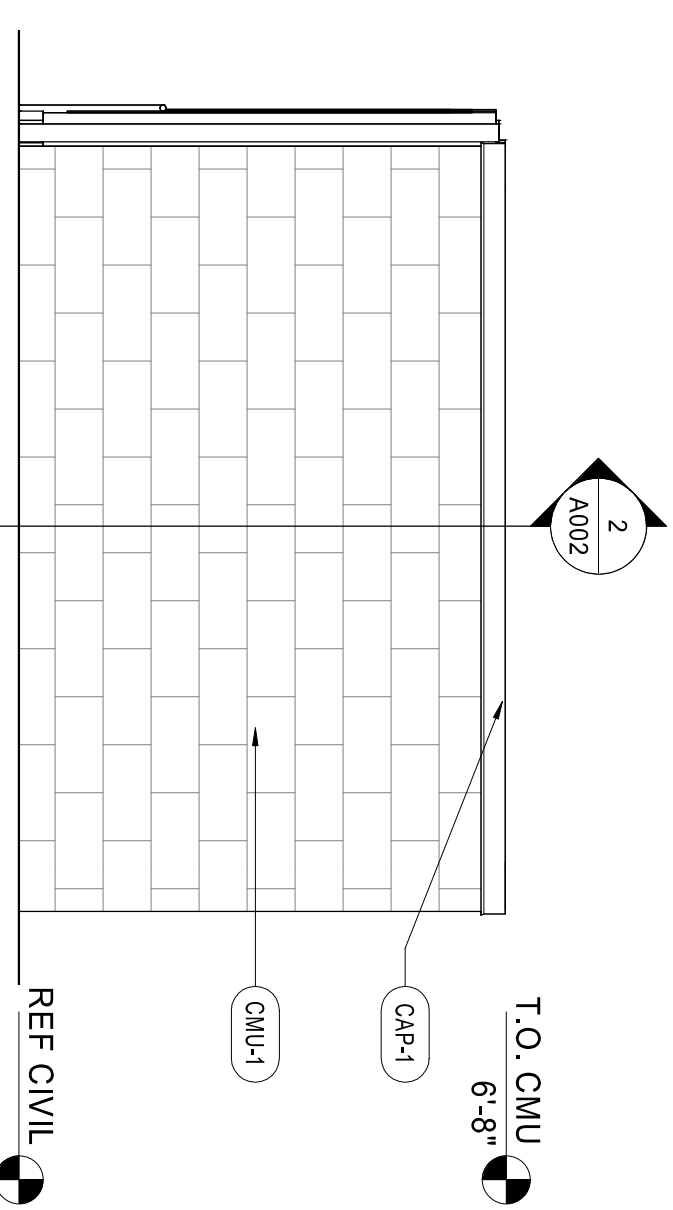
SHEET
S900

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 -A002-DUMPSTER ENCLOSURE PLAN AND DETAILS

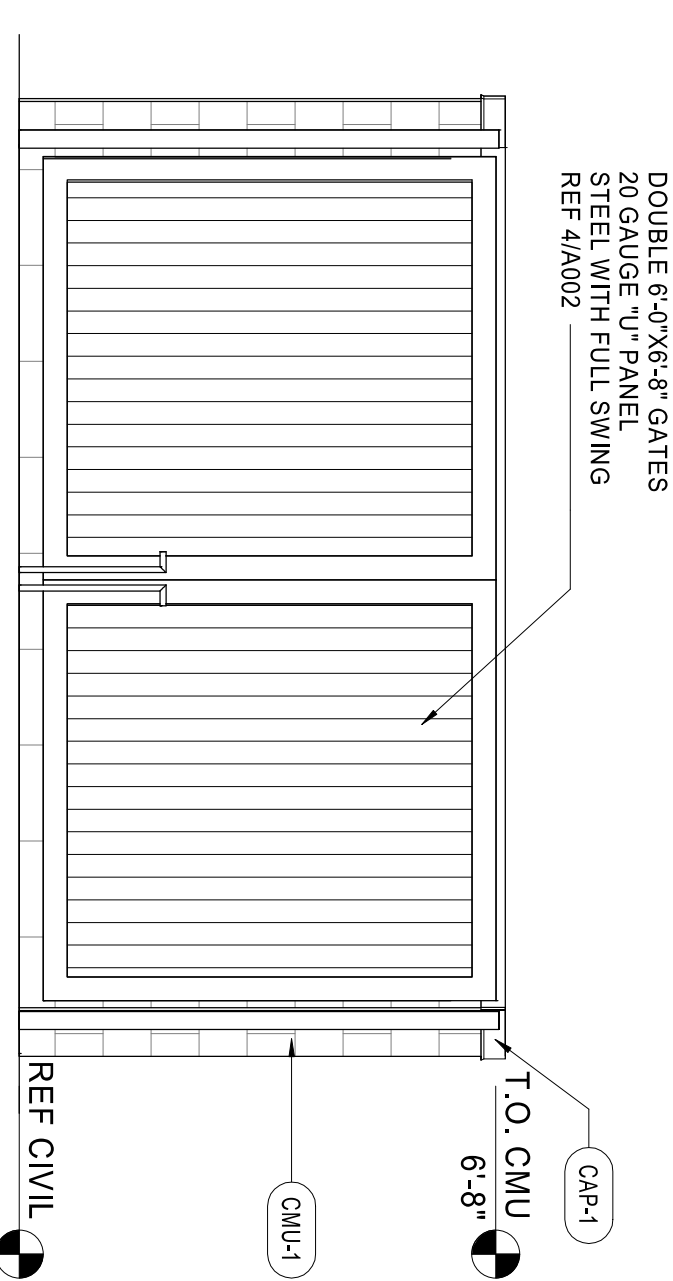


7 PARAPET AT CMU WALL
 3/8" = 1'-0"

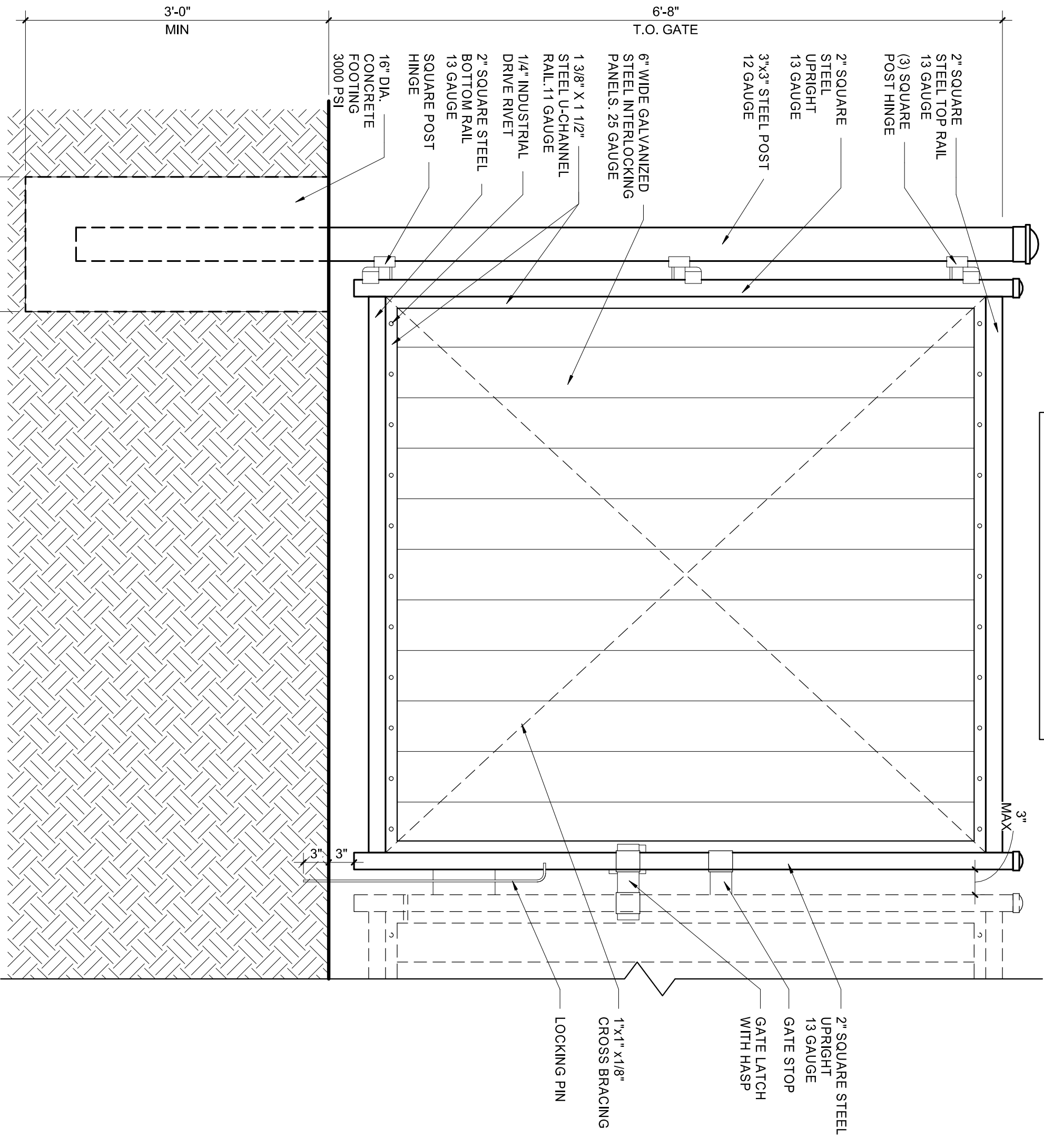
ALL METAL SHALL BE PAINTED TO PREVENT RUST / CORROSION BY THE ELEMENTS. PAINT TO MATCH PT-1



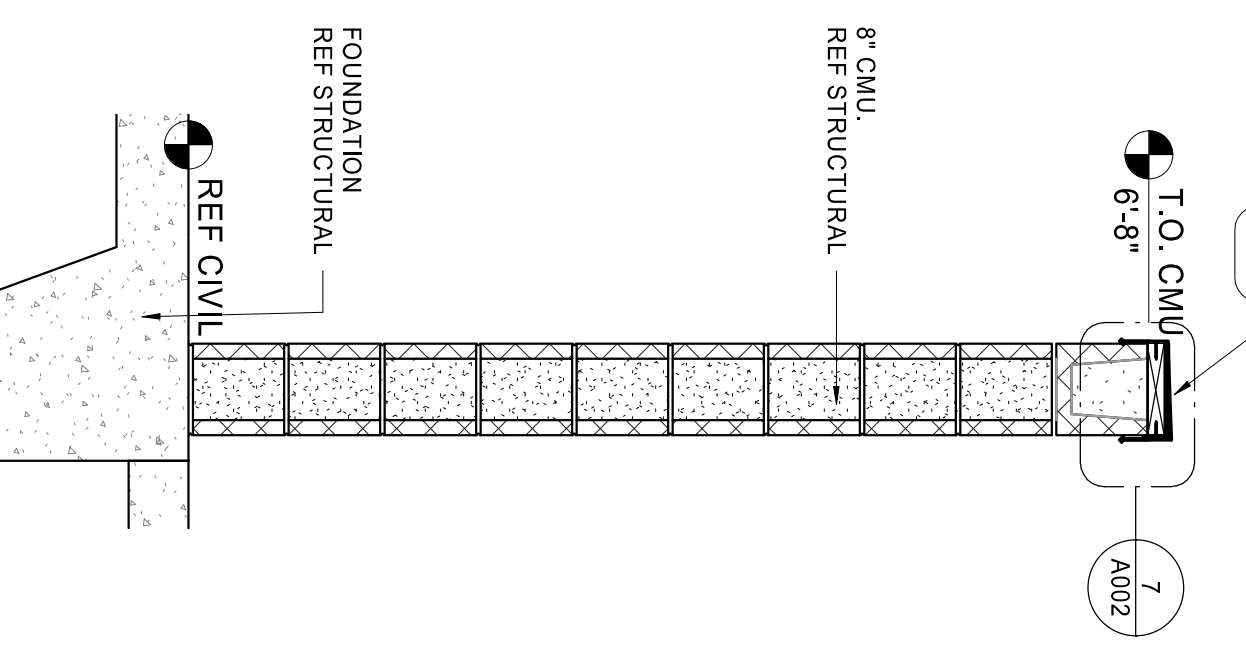
6 SIDE ELEVATION
 3/8" = 1'-0"



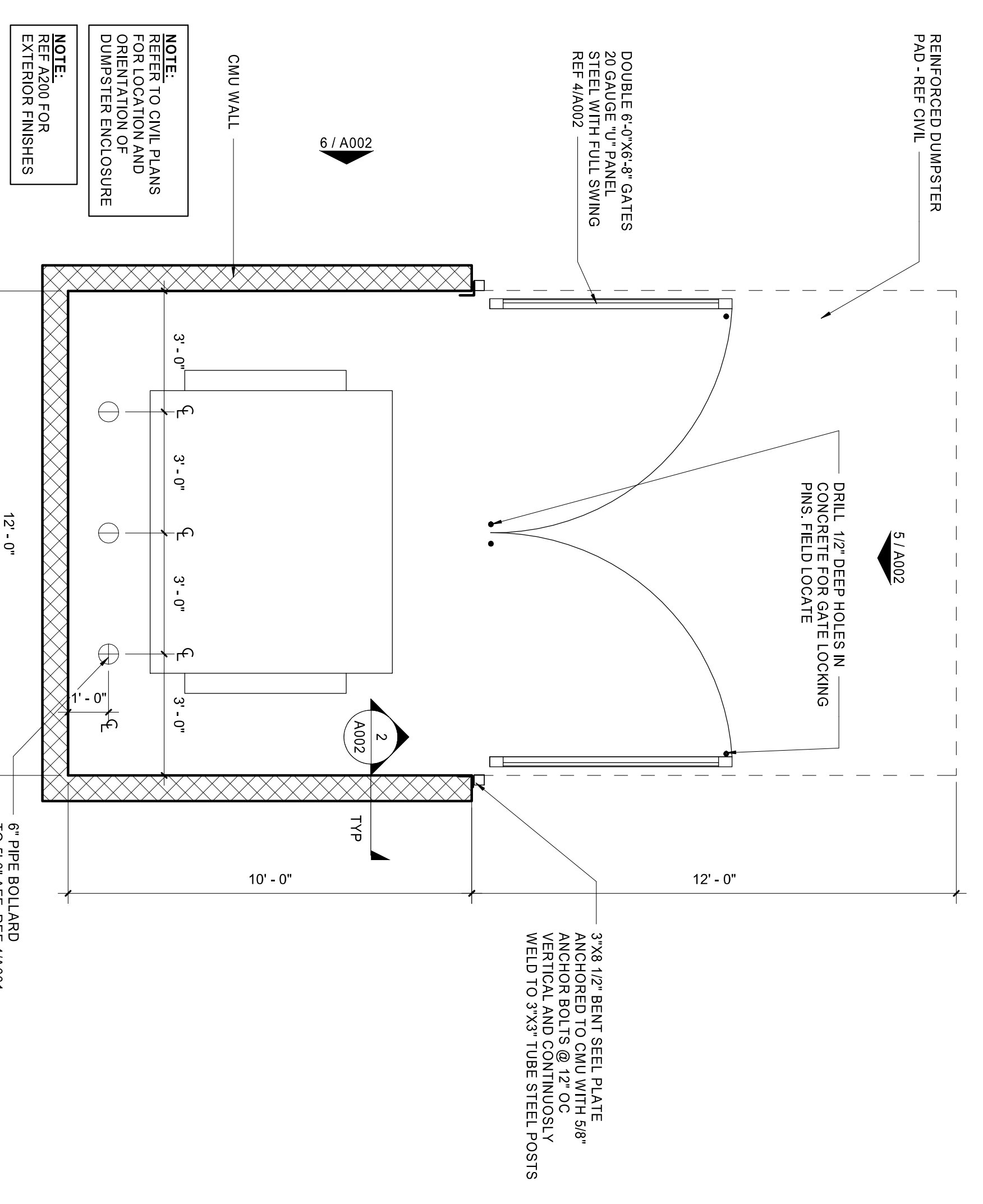
5 FRONT ELEVATION
 3/8" = 1'-0"



4 METAL GATE DETAIL
 1" = 1'-0"



2 WALL SECTION
 3/8" = 1'-0"



1 DUMPSTER FLOOR PLAN
 3/8" = 1'-0"

NOTE: REFER TO CIVIL PLANS FOR LOCATION AND ORIENTATION OF DUMPSTER ENCLOSURE

NOTE: REFER TO CIVIL PLANS FOR LOCATION AND ORIENTATION OF DUMPSTER ENCLOSURE

3/8\"/>

CHECKED BY:	JMC
DRAWN BY:	MND
DOCUMENT DATE:	01/10/24

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PERMIT	01/10/24

TRUE BLUE CAR WASH

8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

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DUMPSTER ENCLOSURE PLAN AND DETAILS

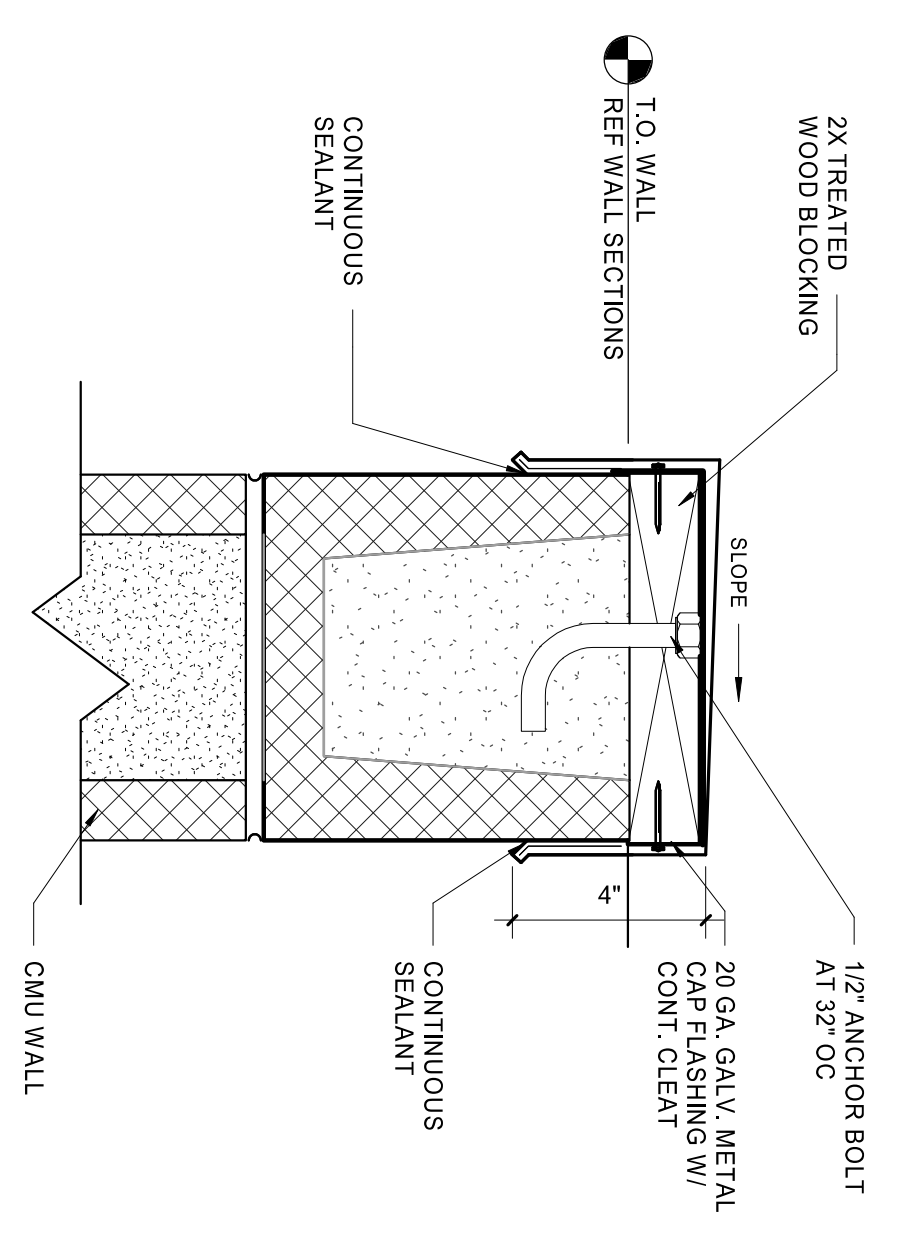
SHEET
A002

ARCHITECTS
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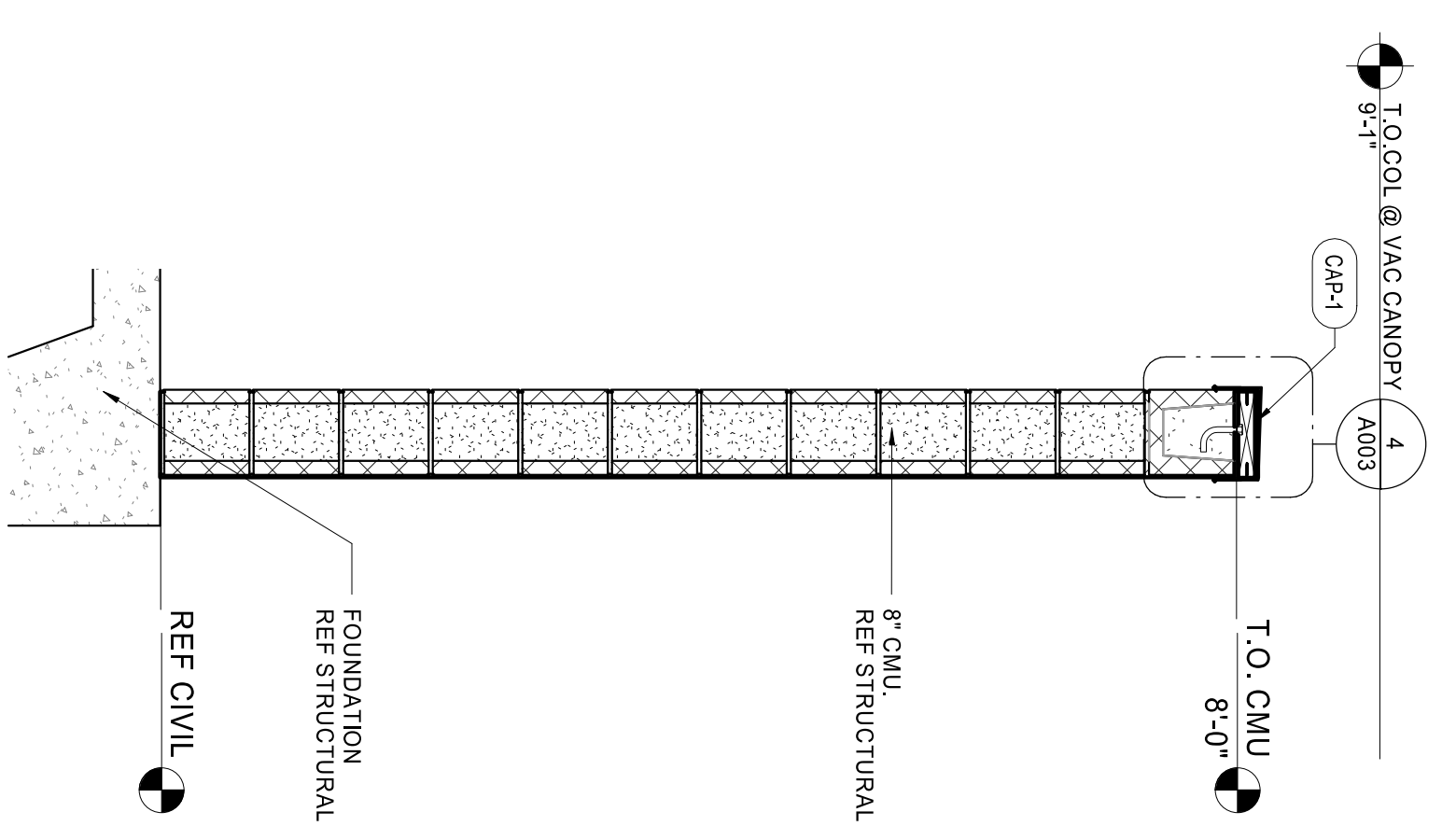
Print Name: **JAMES EDWARD MANN**
 Signature: *[Signature]*
 Date: **2024.01.10**
 License #: **55742**

11/10/2024 1:58:49 PM
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 -A003-VAC ENCLOSURE PLANS AND DETAILS

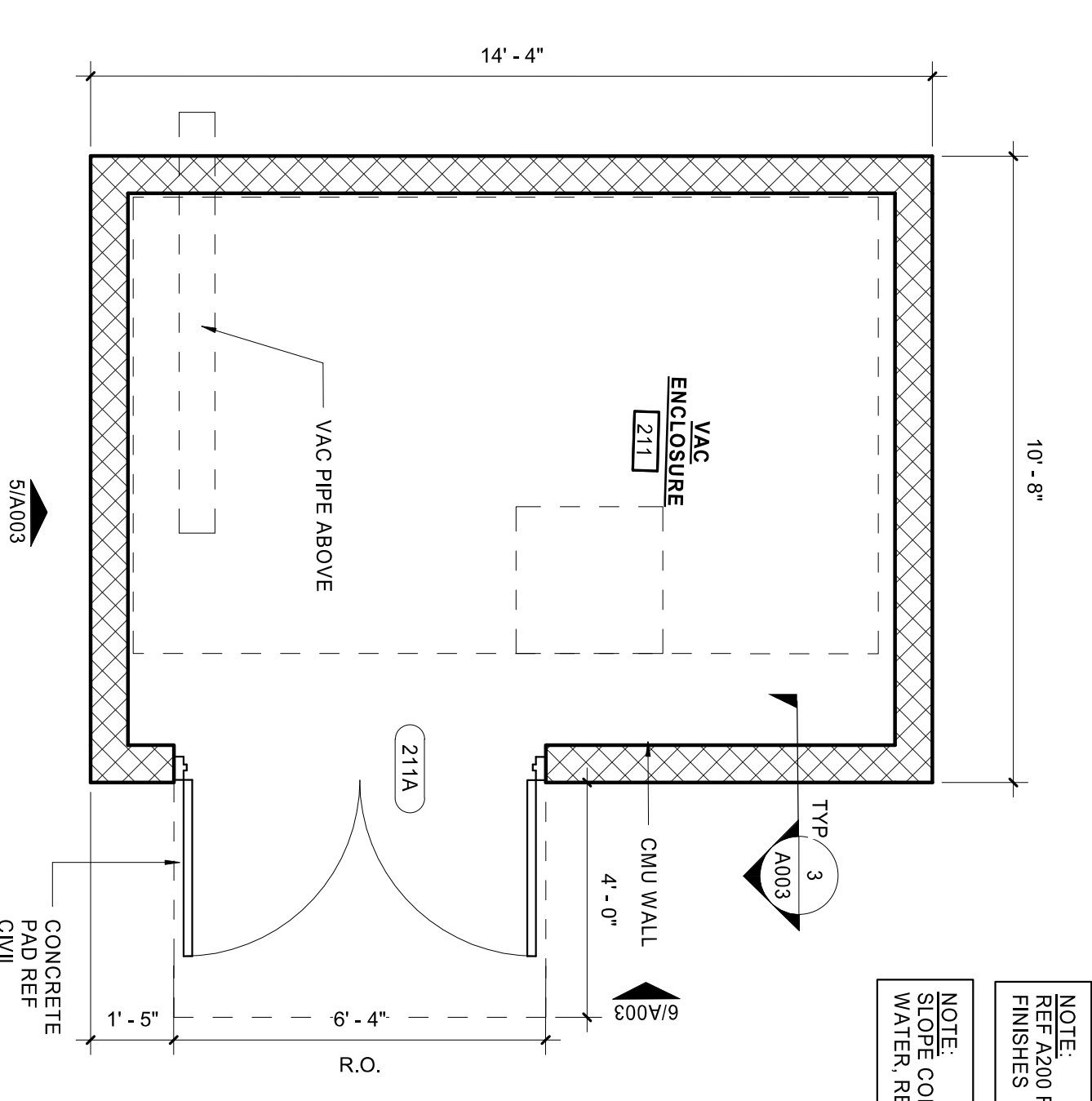
4 PARAPET AT CMU WALL
 3/8" = 1'-0"



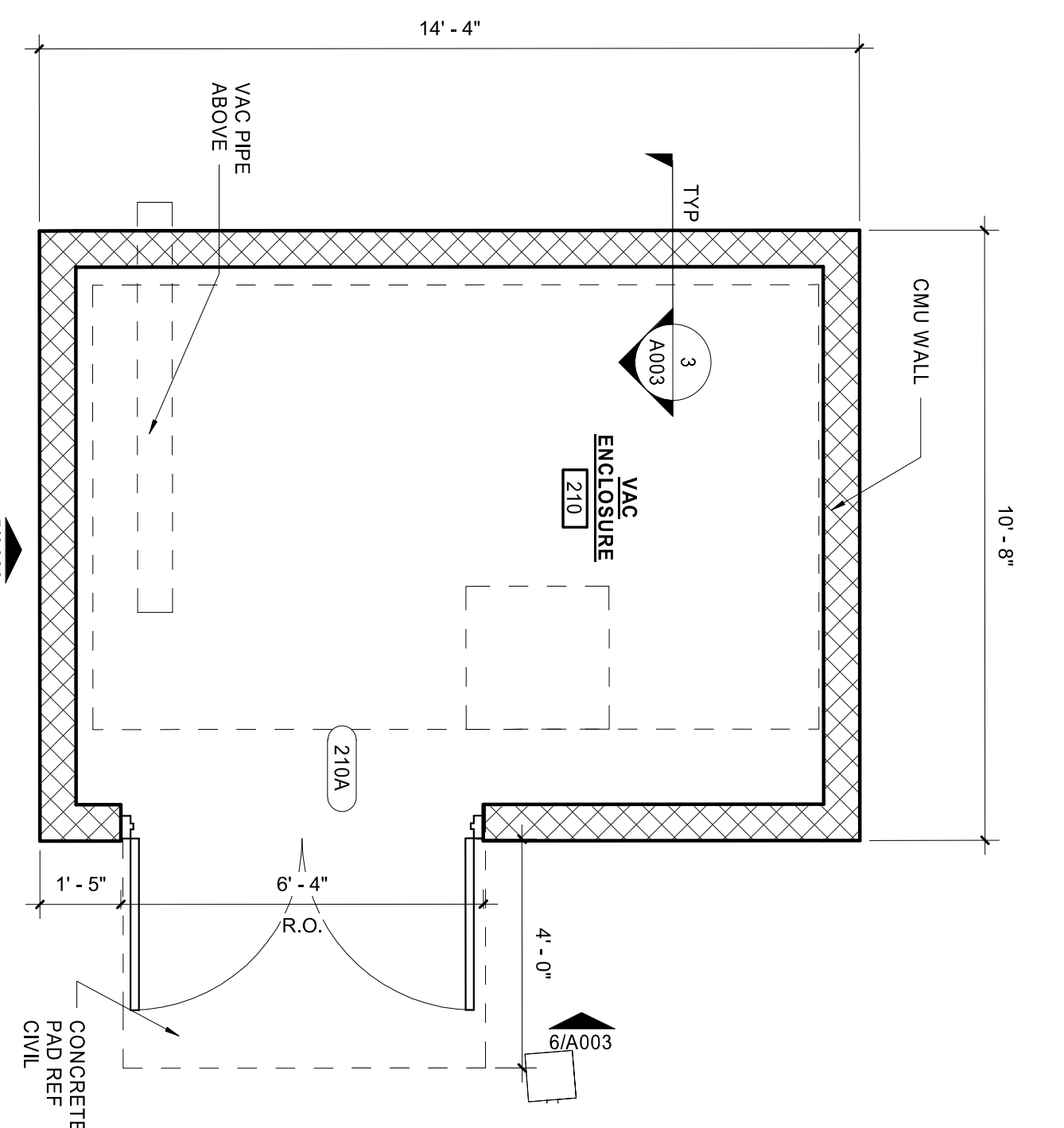
3 WALL SECTION
 3/8" = 1'-0"



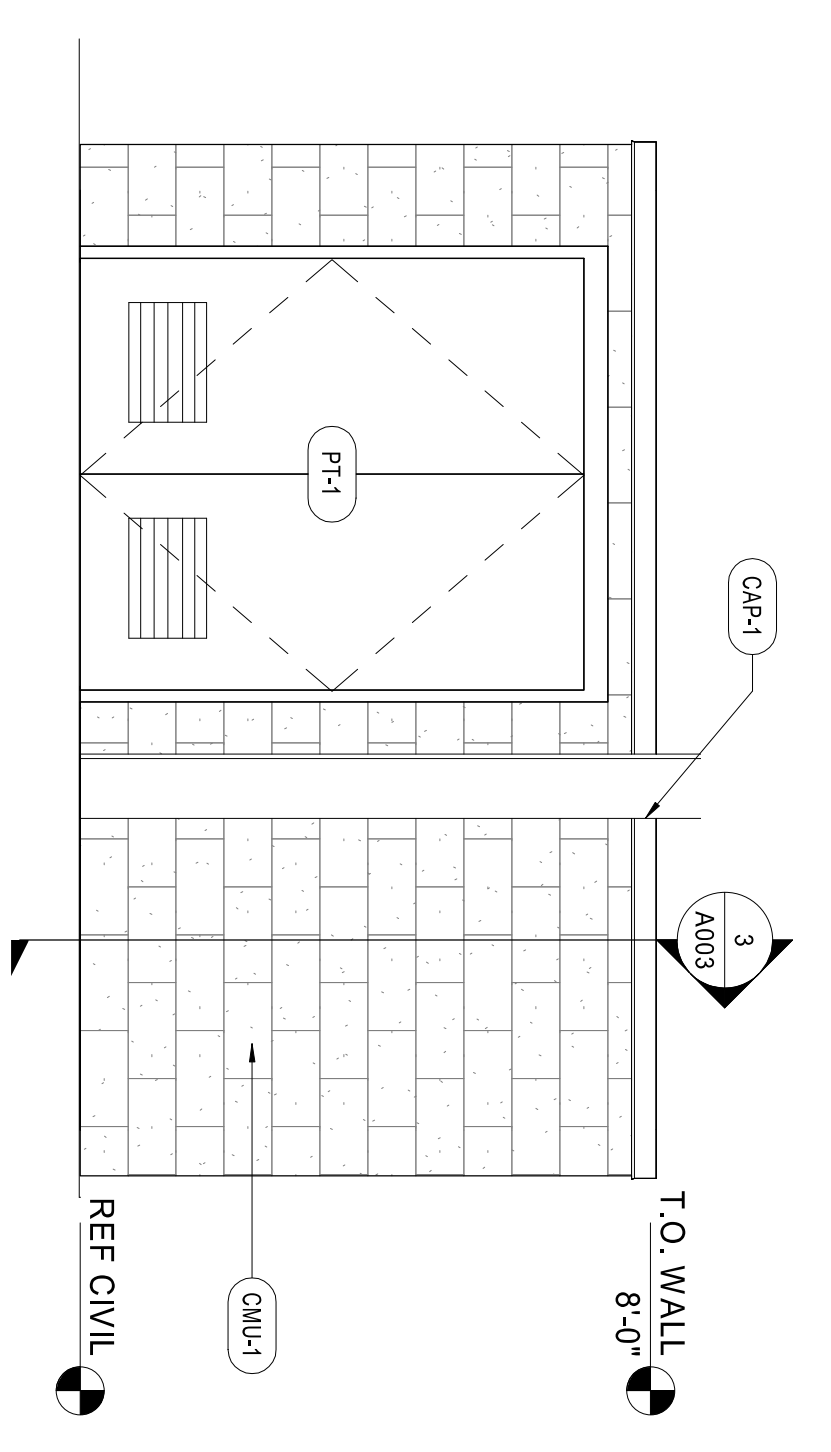
2 ENLARGED VAC ENCLOSURE 2
 3/8" = 1'-0"



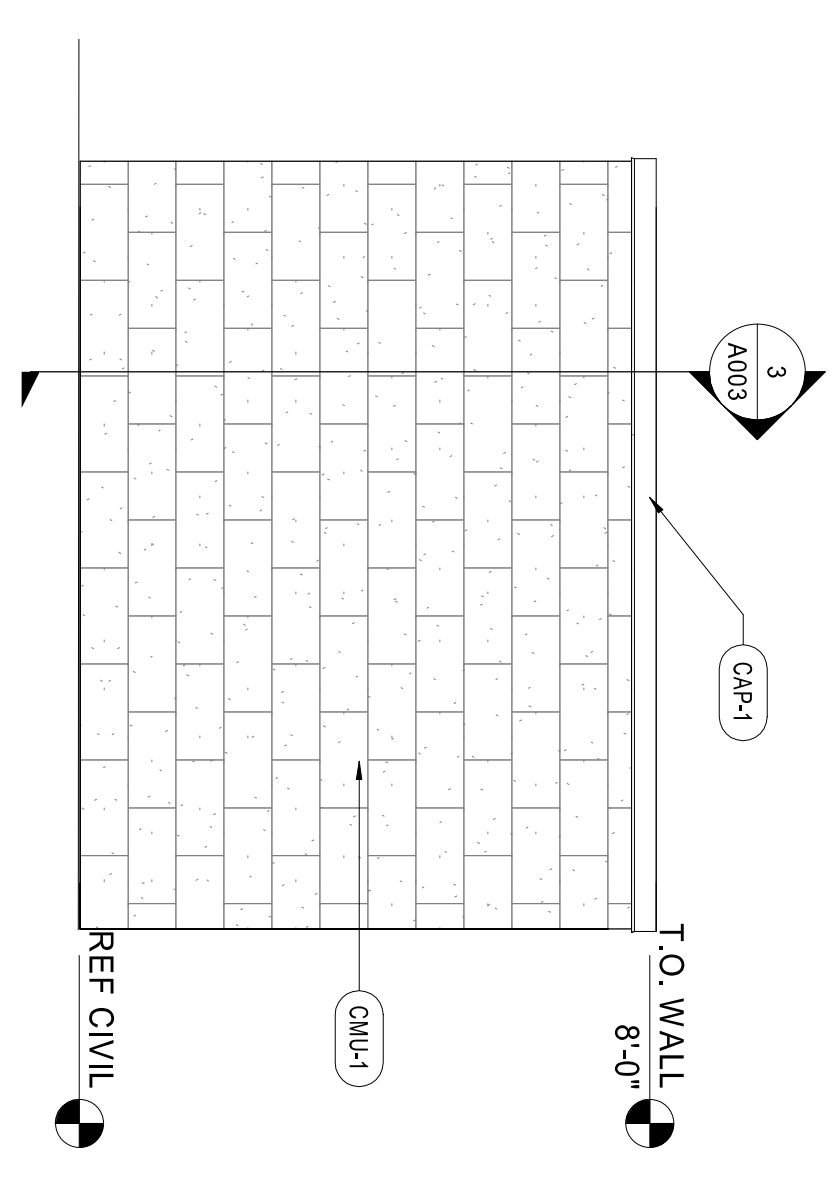
1 ENLARGED VAC ENCLOSURE 1
 3/8" = 1'-0"



6 VAC ENLOSURE ELEVATION
 3/8" = 1'-0"



5 VAC ENCLOSURE ELEVATION
 3/8" = 1'-0"



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ISSUE BLOCK	
PERMIT	01/10/24

TRUE BLUE CAR WASH

8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

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A003

VAC ENCLOSURE PLANS AND DETAILS

ARCHITECTS

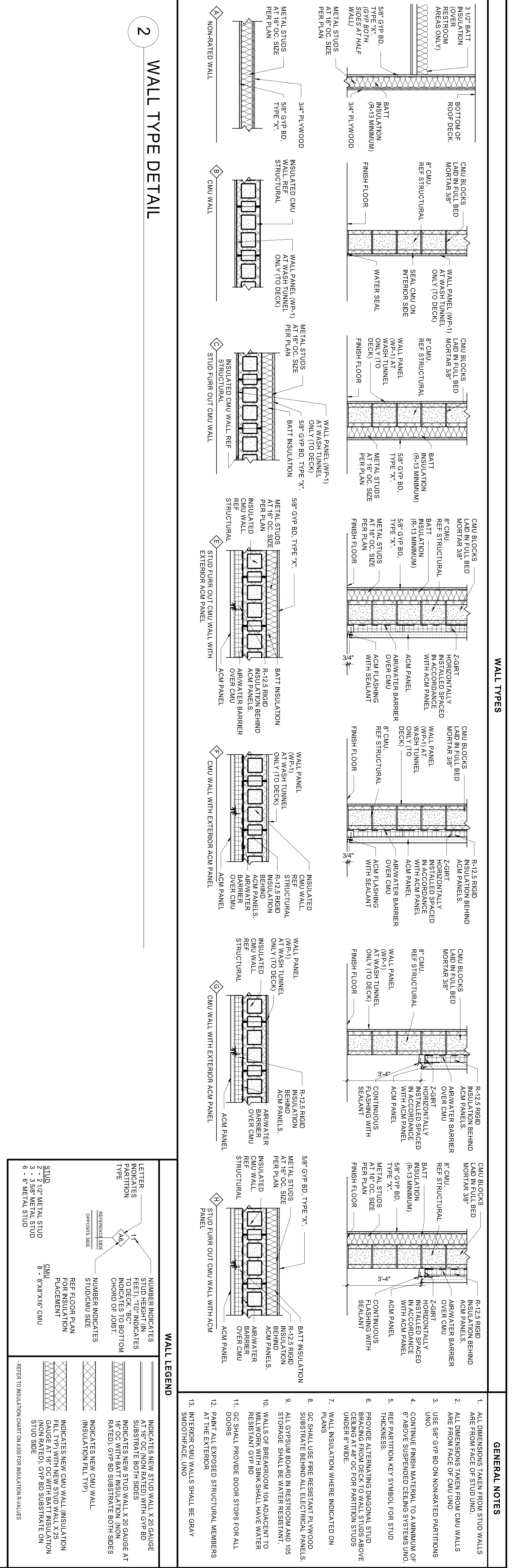
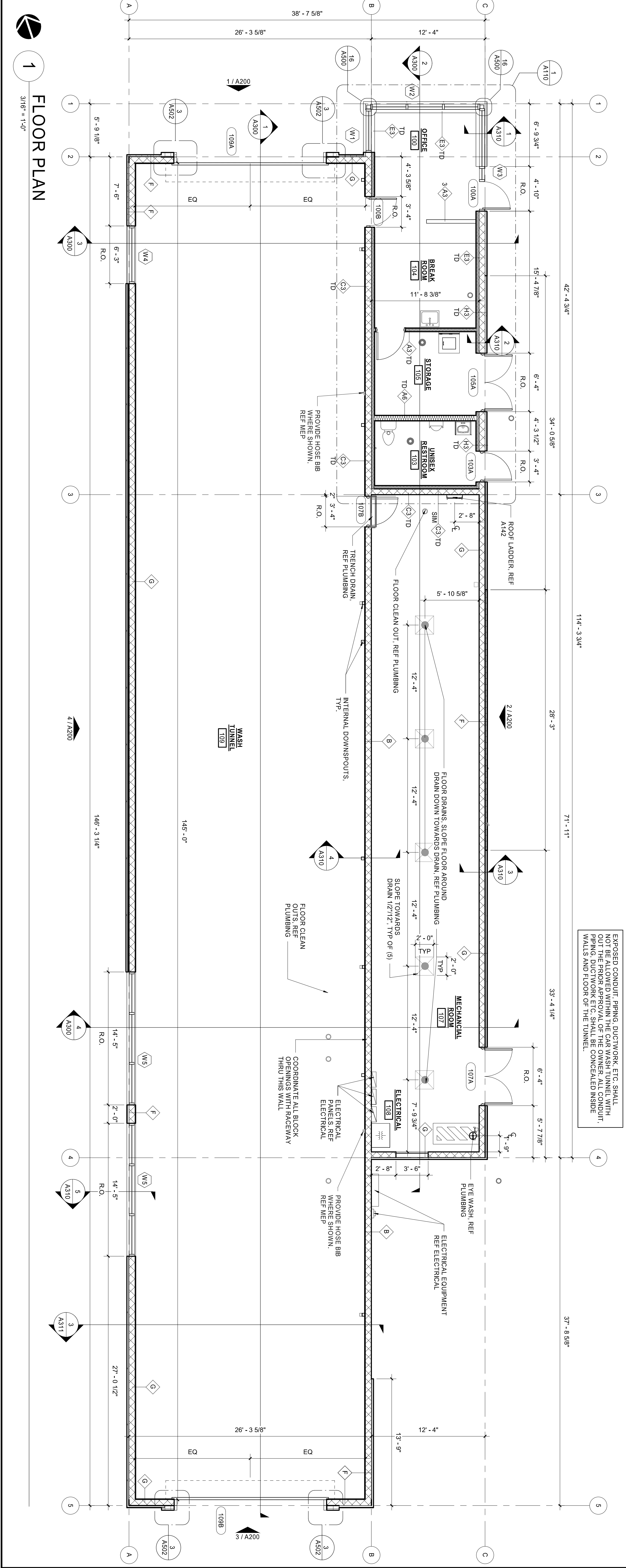
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Print Name: **JAMES EDWARD MANN**

Signature: *[Signature]*

Date: **2024.01.10**
 14:47:30-06'00" License # **55742**

11/02/2024 1:58:51 PM
 C:\Users\mehgan.davis\Documents\2022 Rev4\Projects\06-23-80005 True Blue Carwash - Brooklyn Park, MN_ARCH_V22_HFA\mehgan.davis.rvt
 4106-FLOOR PLAN AND NOTES



FLOOR PLAN AND NOTES

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ISSUE BLOCK

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01/10/24	

SHEET
A100

TRUE BLUE CAR WASH

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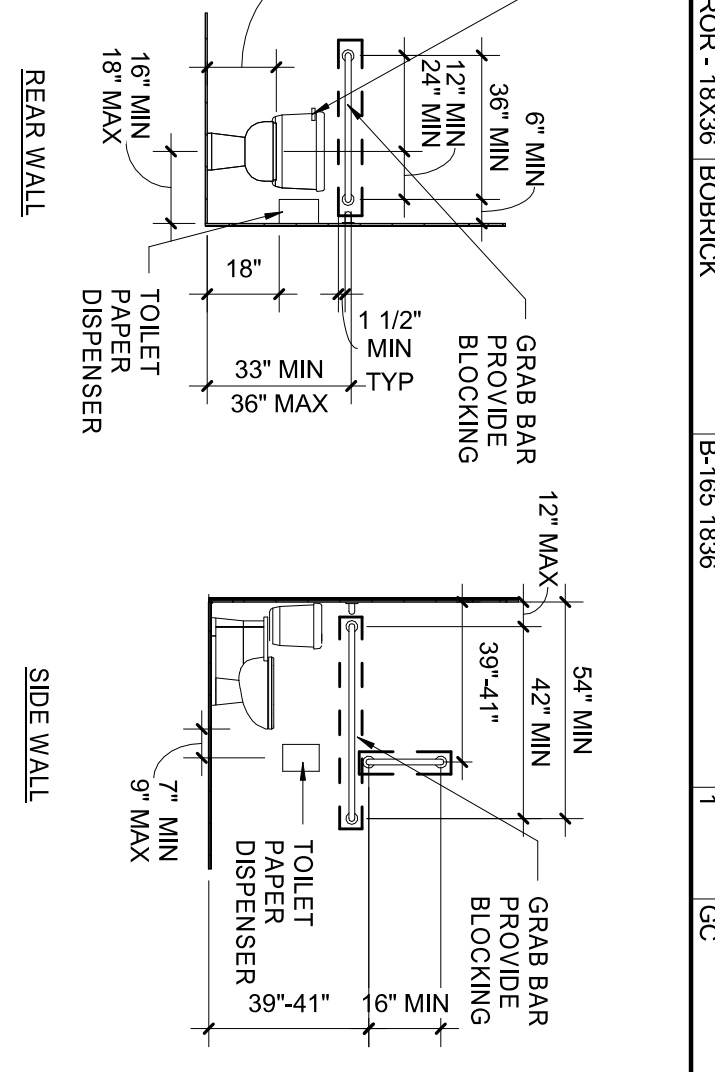
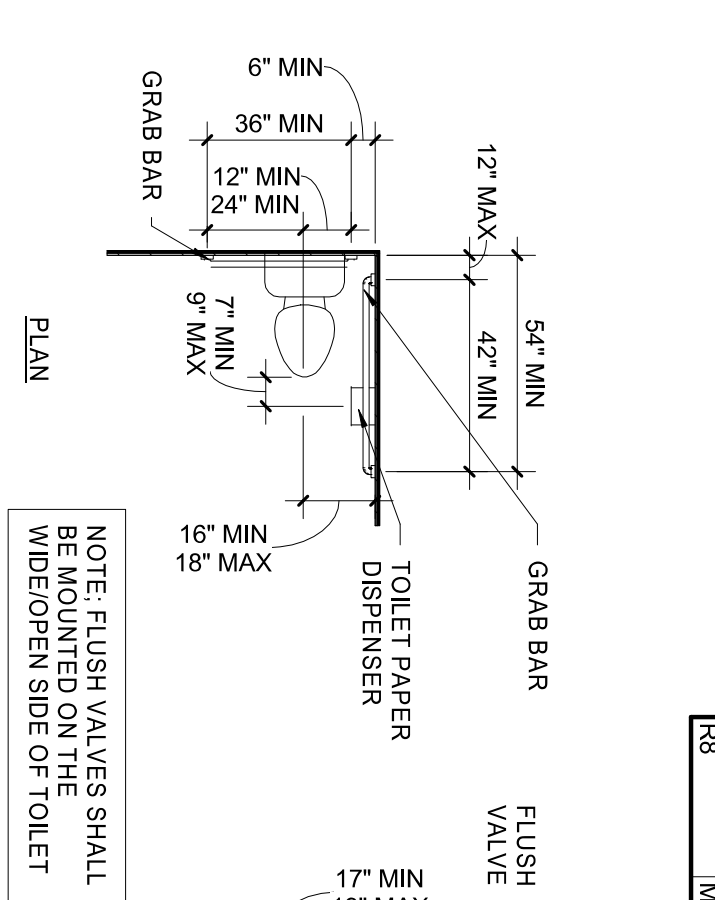
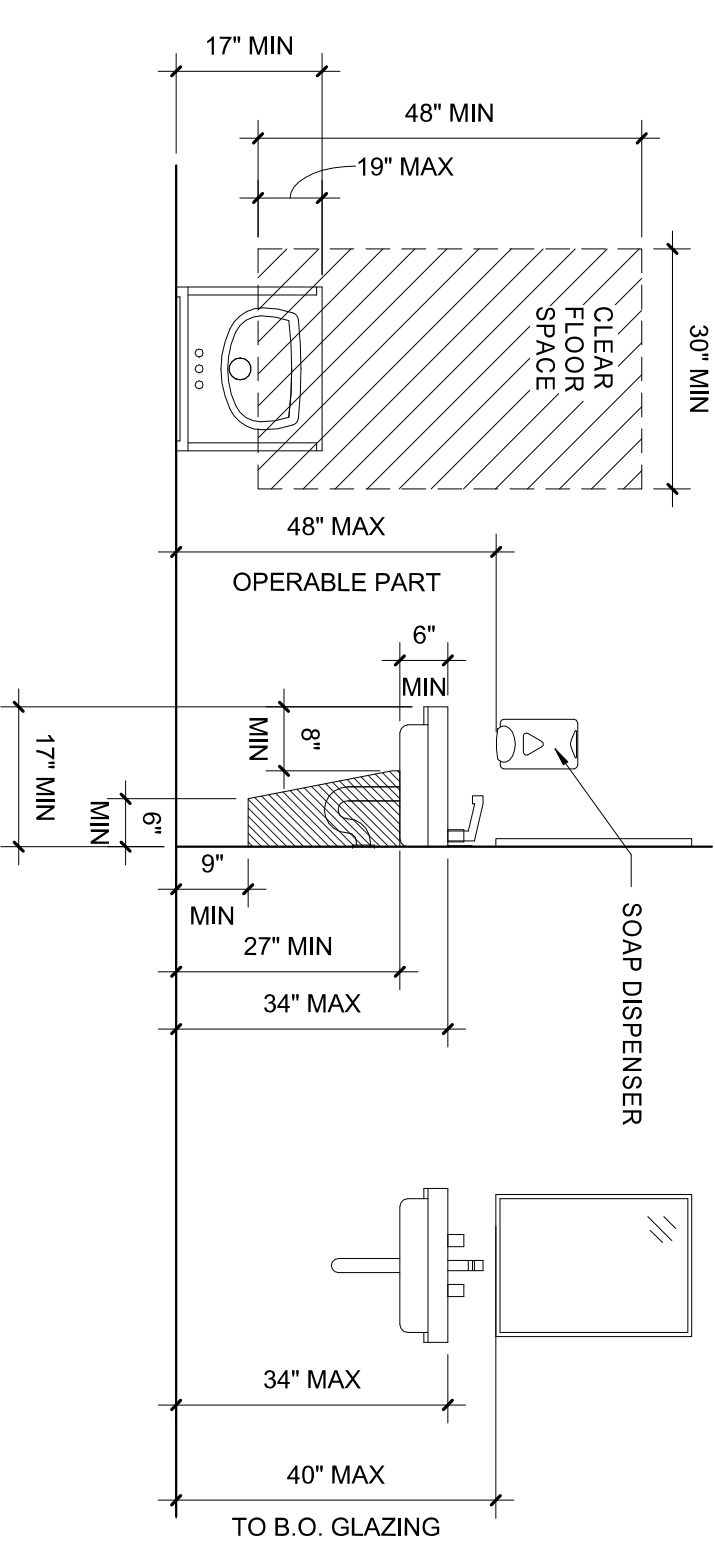
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 A110-ENLARGED FLOOR PLANS AND ELEVATIONS

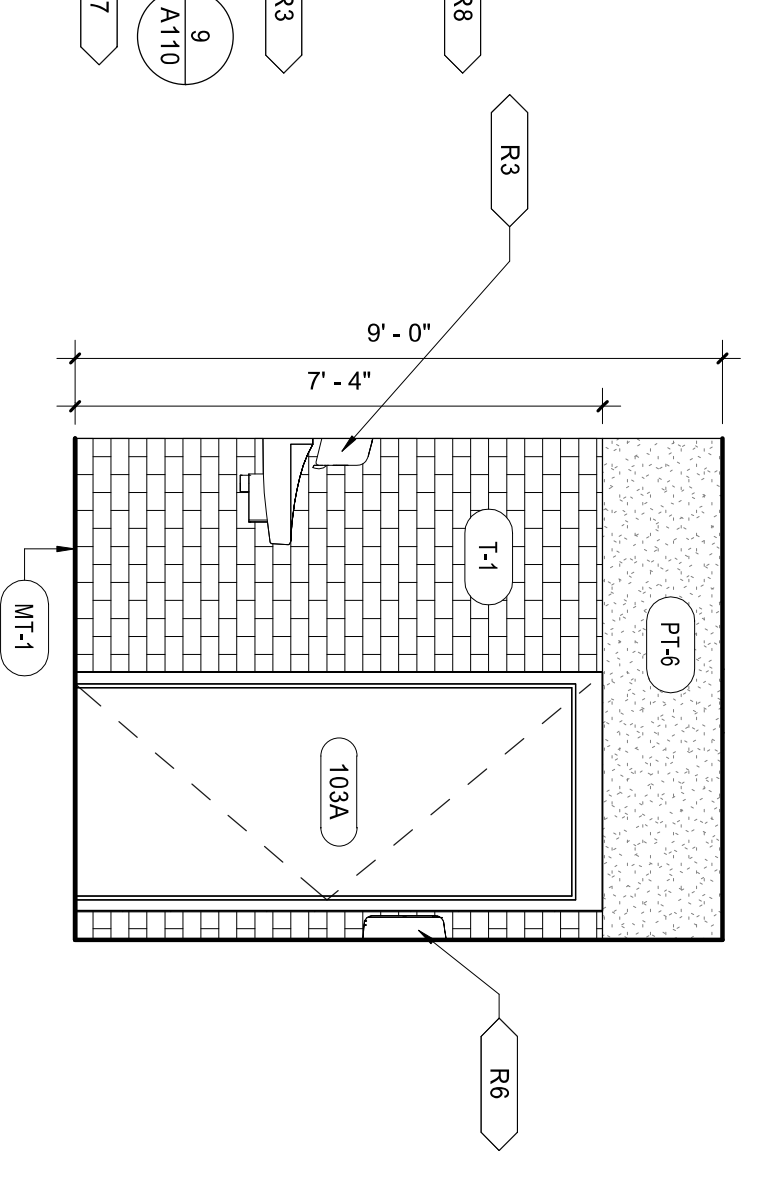
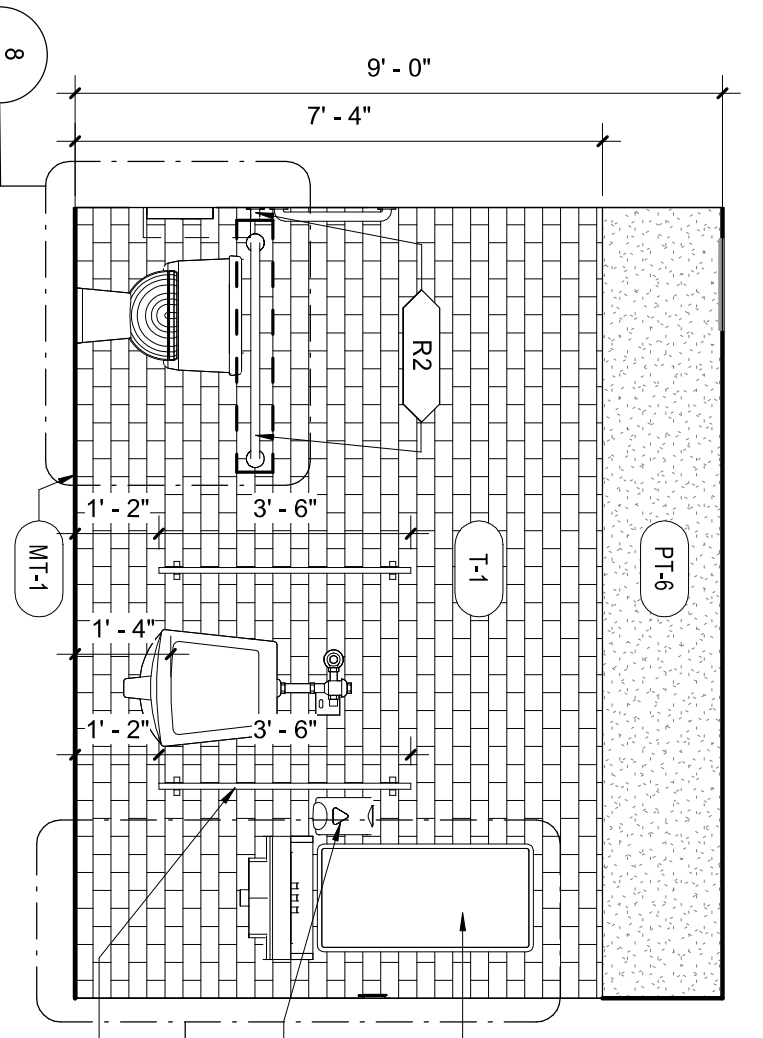
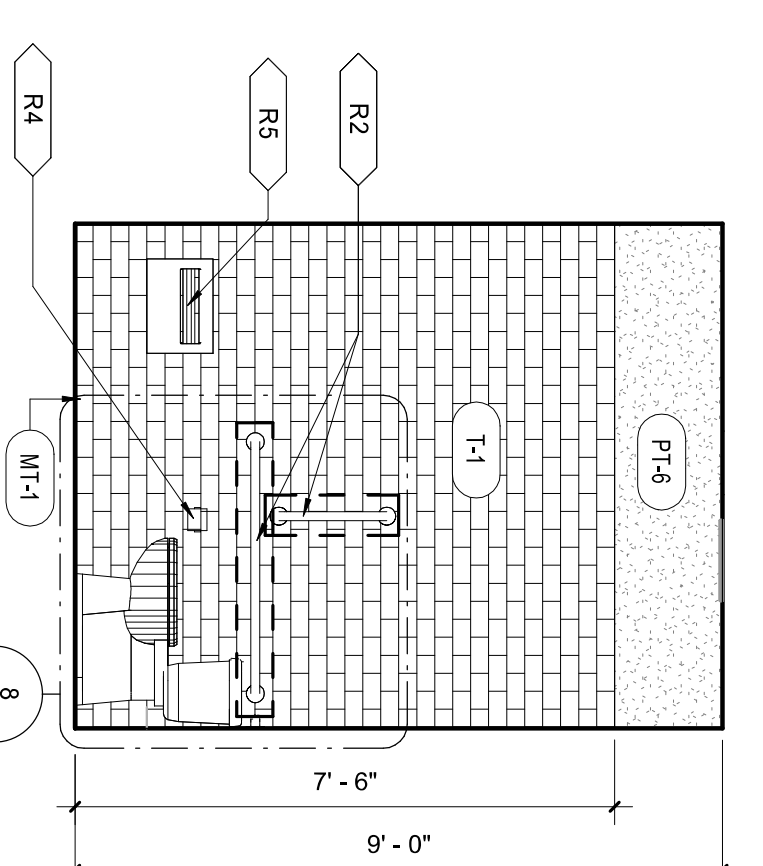
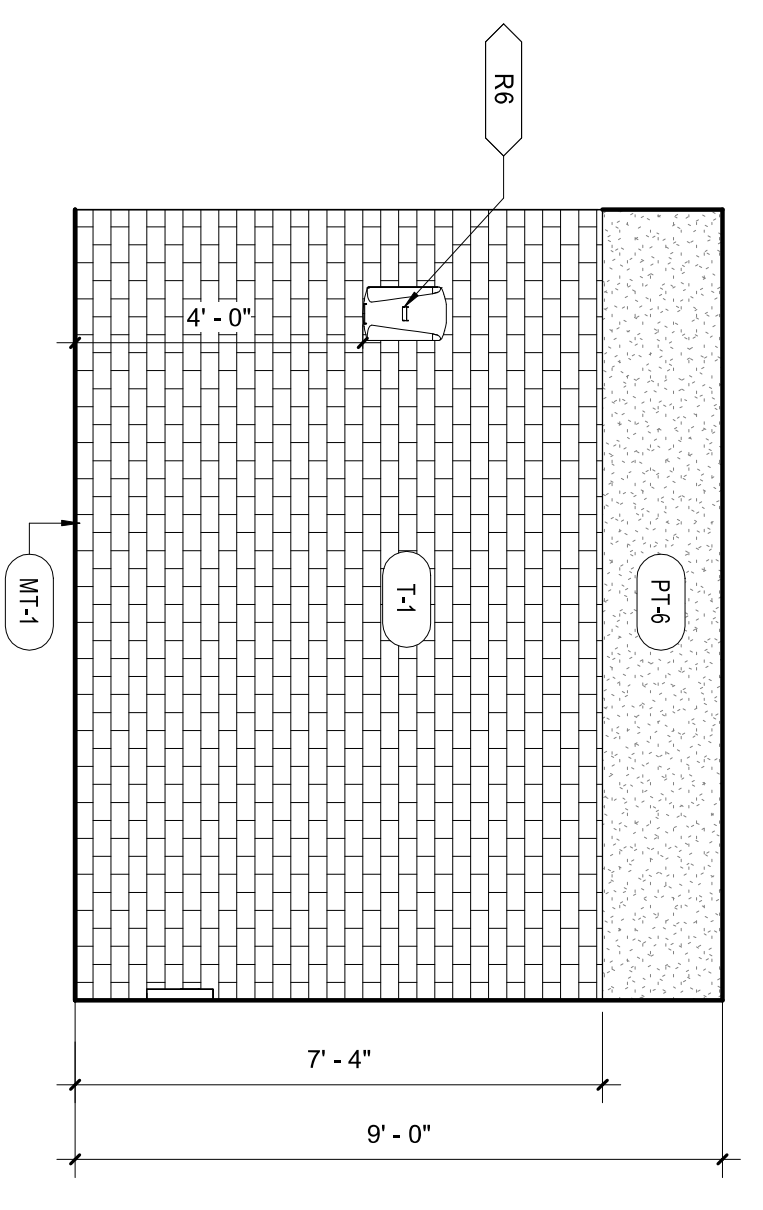
RESTROOM EQUIPMENT SCHEDULE							
MARK	DESCRIPTION	MANUFACTURER	MODEL	QTY	INSTALLED BY	SUPPLIED BY	REMARKS
R2	GRAB BAR	BOBRICK OR EQUAL	B-6806	3	GC	GC	1 1/2" DIAMETER (1) 36" LONG (1) 42" LONG (1) 18" LONG BRUSHED NICKEL
R3	SOAP DISPENSER	BOBRICK OR EQUAL	PRO 2000 SUPRO MAX	1	GC	GC	
R4	TOILET PAPER DISPENSER	BOBRICK OR EQUAL	TBD	1	GC	GC	
R5	TOILET SEAT COVER	BOBRICK OR EQUAL	TBD	1	GC	GC	
R6	ELECTRIC HAND DRYER	EXCEL DRYER	TA-ABS-110-120V 7.7-7A-770-915W	1	GC	GC	
R7	WALL HUNG URINAL SCREEN	BOBRICK OR EQUAL	1030 SERIES	2	GC	GC	
R8	MIRROR - 18X36	BOBRICK	B-165 1836	1	GC	GC	CHROME TRIM WITH CONCEALED FASTENERS



9 ACCESSIBLE HANK SINK
 1/2" = 1'-0"

8 ACCESSIBLE WATER CLOSET
 1/4" = 1'-0"

7 MOUNTING HEIGHTS
 1/4" = 1'-0"

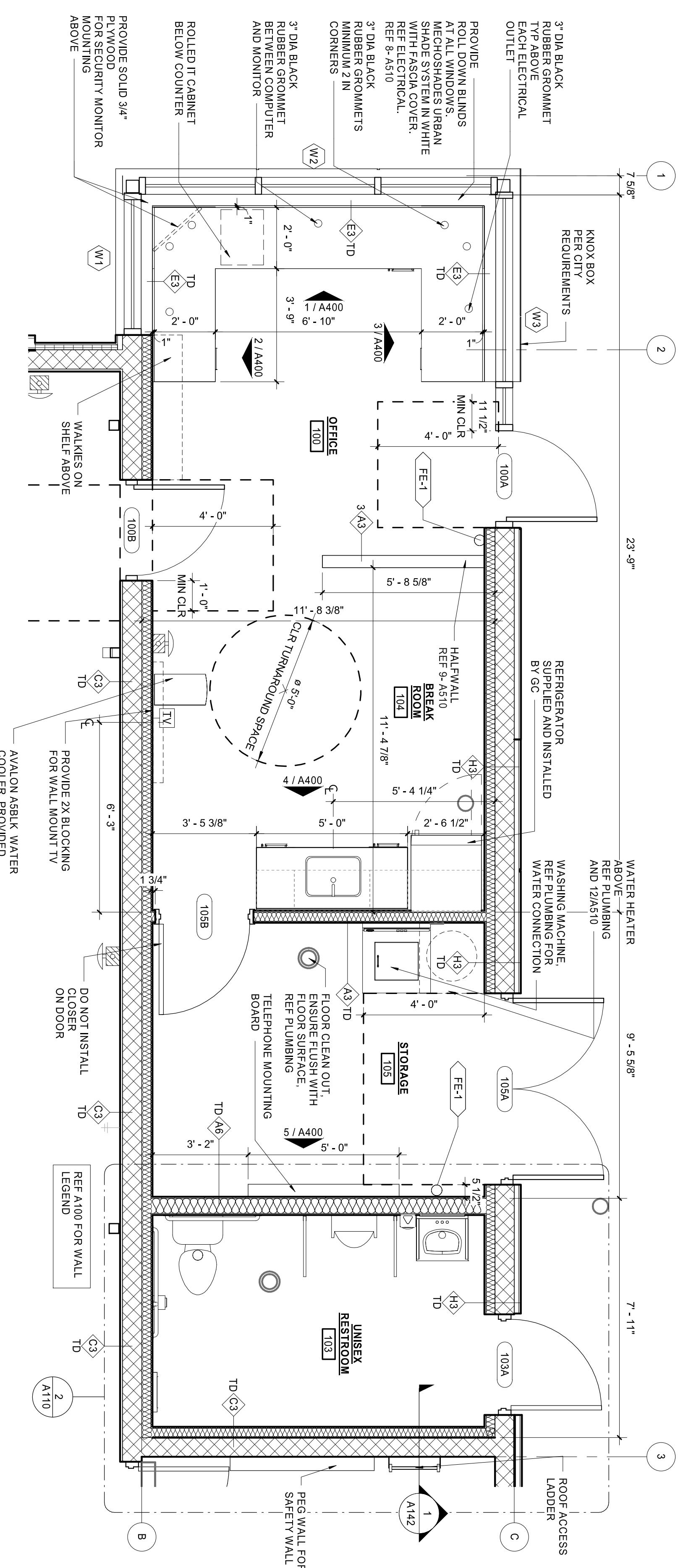
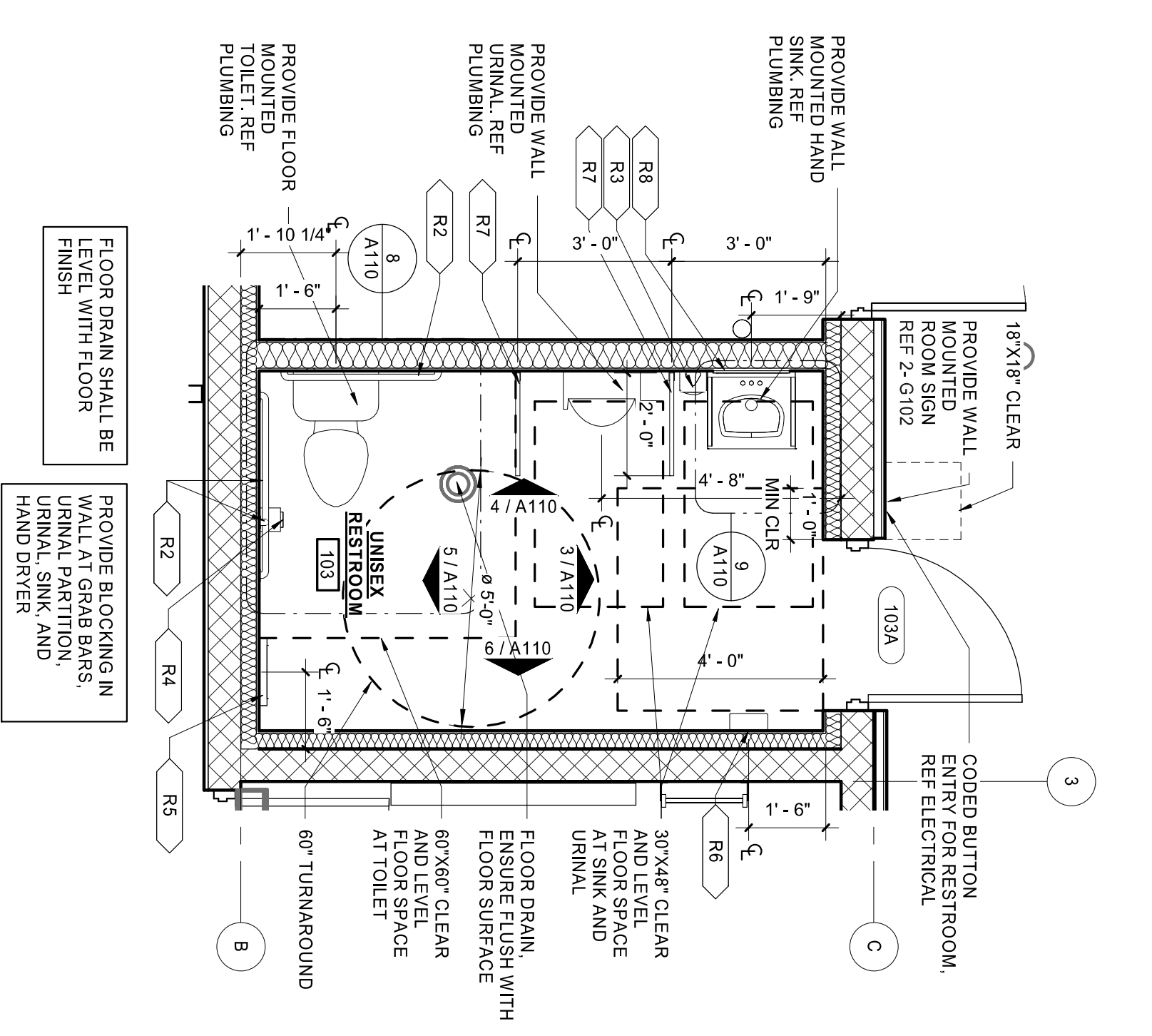


6 RESTROOM ELEVATION
 3/8" = 1'-0"

5 RESTROOM ELEVATION
 3/8" = 1'-0"

4 RESTROOM ELEVATION
 3/8" = 1'-0"

3 RESTROOM ELEVATION
 3/8" = 1'-0"



2 ENLARGED RESTROOM FLOOR PLAN
 3/8" = 1'-0"

1 ENLARGED OFFICE FLOOR PLAN
 3/8" = 1'-0"

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ISSUE BLOCK	PERMIT	DATE
	01/7/024	

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 DRAWN BY: MND
 DOCUMENT DATE: 01/10/24

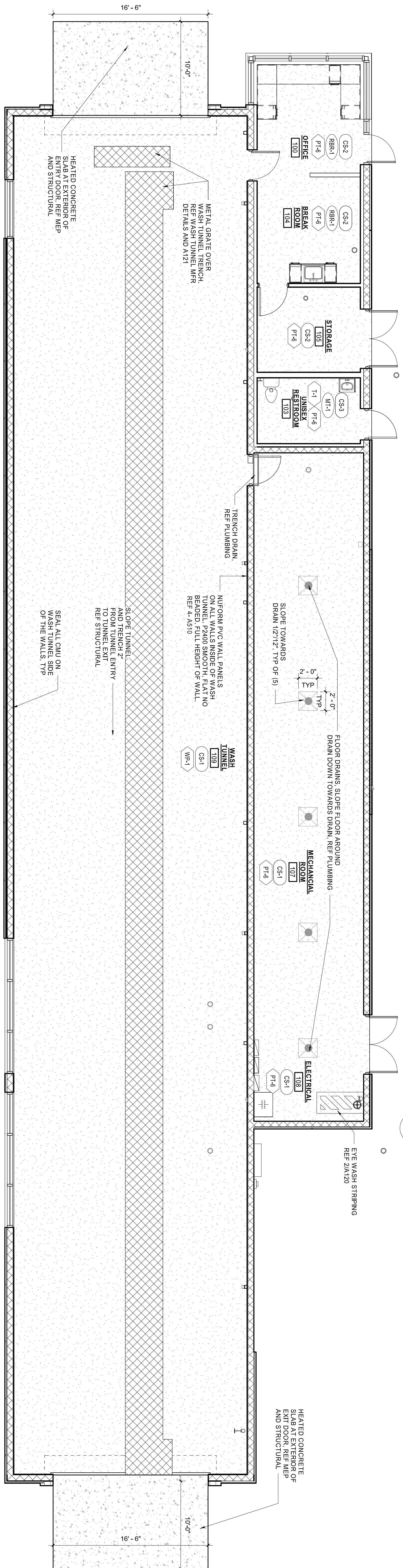
ARCHITECTS
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 Signature: *[Signature]*
 Date: 2024.01.10
 License #: 55742

ENLARGED FLOOR PLANS AND ELEVATIONS

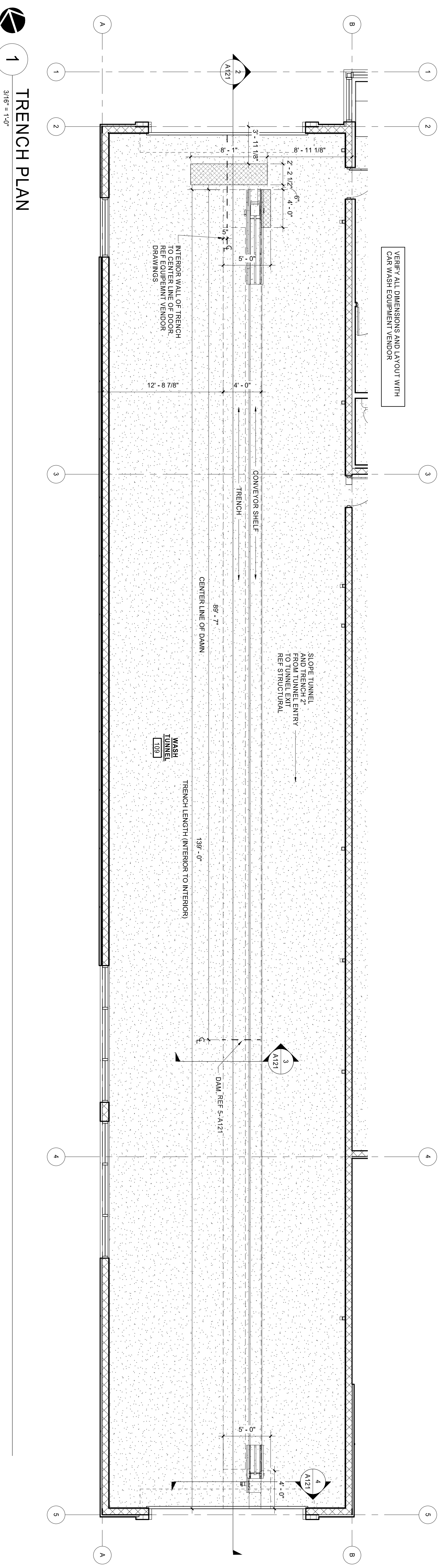
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 A120-FLOOR FINISH PLAN AND FINISH LEGEND

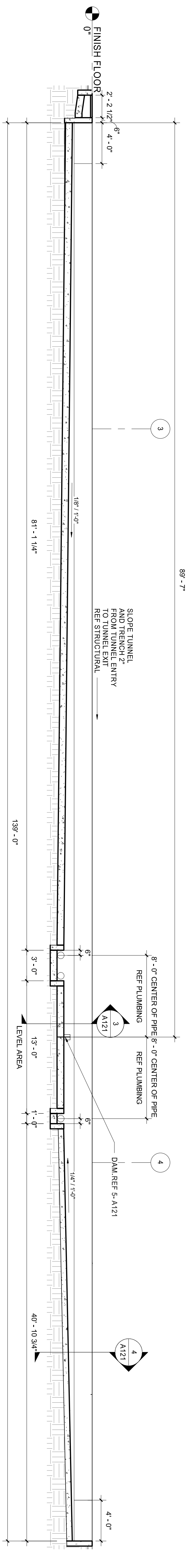
1 FLOOR FINISH PLAN
 3/16" = 1'-0"



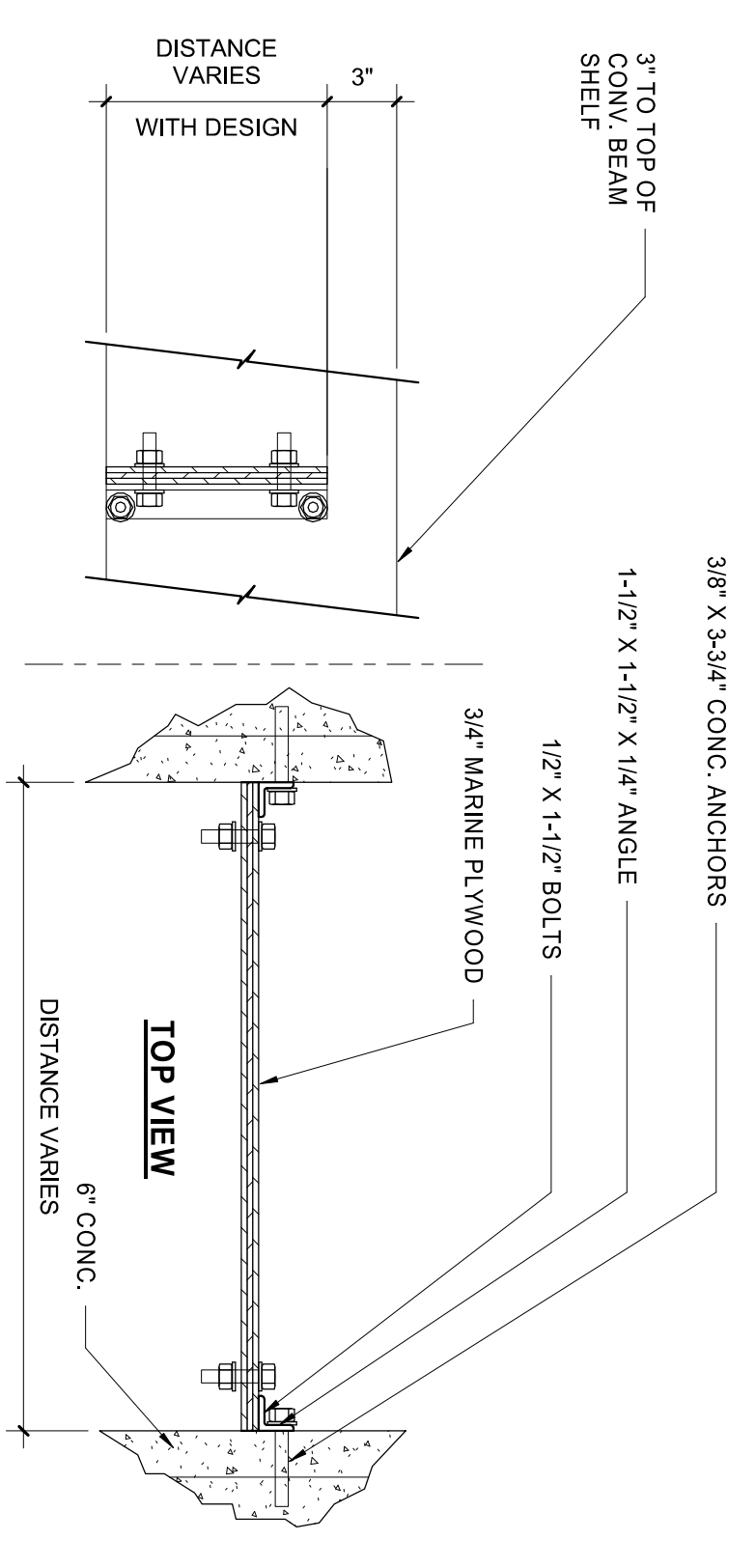
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 A121-TRENCH PLAN & DETAILS



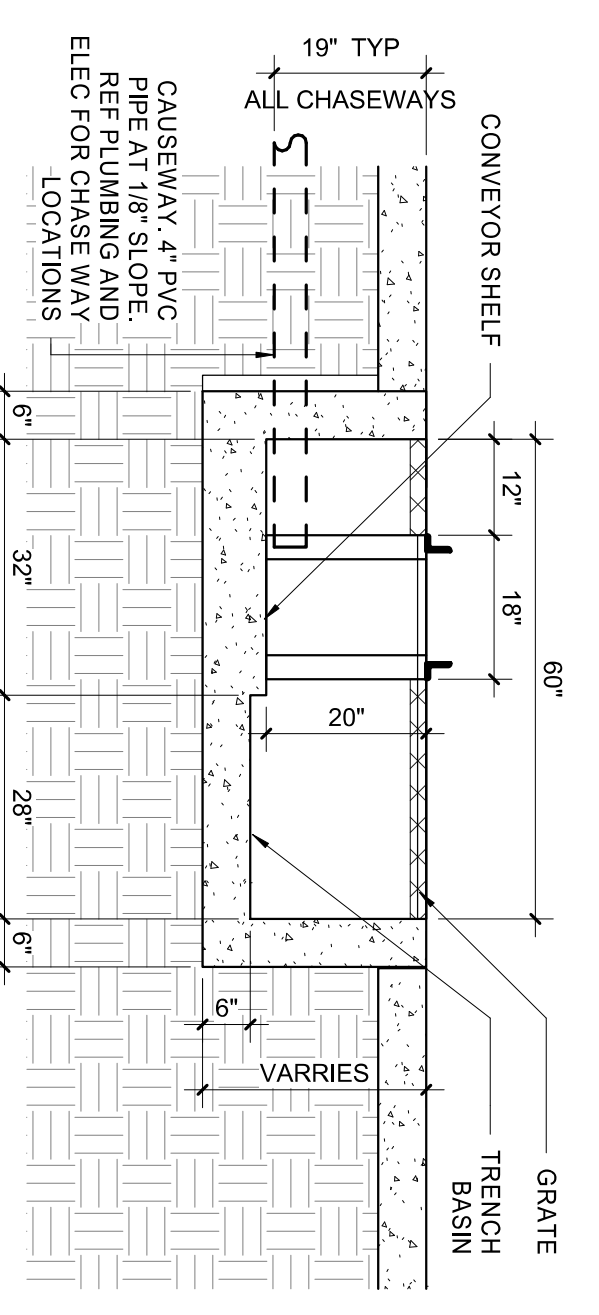
2 LONG TRENCH SECTION
 3/16" = 1'-0"



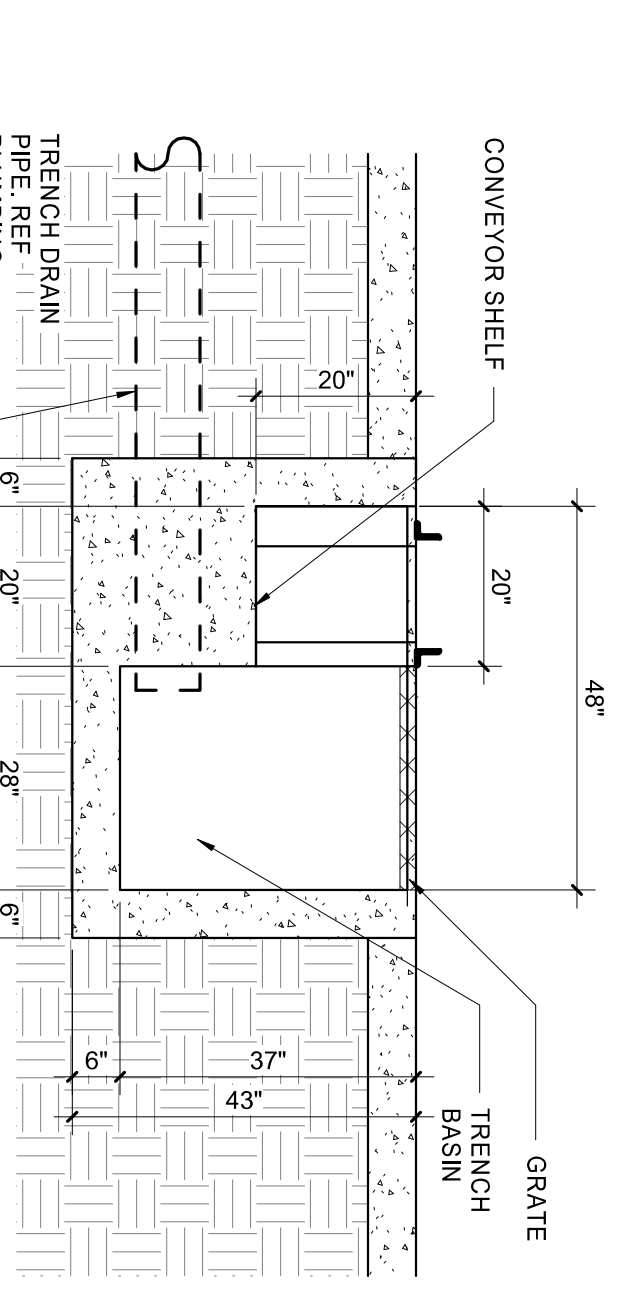
5 TRENCH DAM SECTION
 1 1/2" = 1'-0"



4 TRENCH SECTION AT END
 1/2" = 1'-0"



3 TRENCH SECTION AT LEVEL AREA
 1/2" = 1'-0"



TRENCH NOTE:
 THE TRENCH IS DESIGNED TO FLOW ALL RECLAIMED AND GROUNDWATER SEPARATOR. THE DRAINPIPE IS AT THE BOTTOM OF THE FLOW LINE OF THE TRENCH TO CAPTURE AND FLOW TO RECLAIM TANKS AND SEPARATOR

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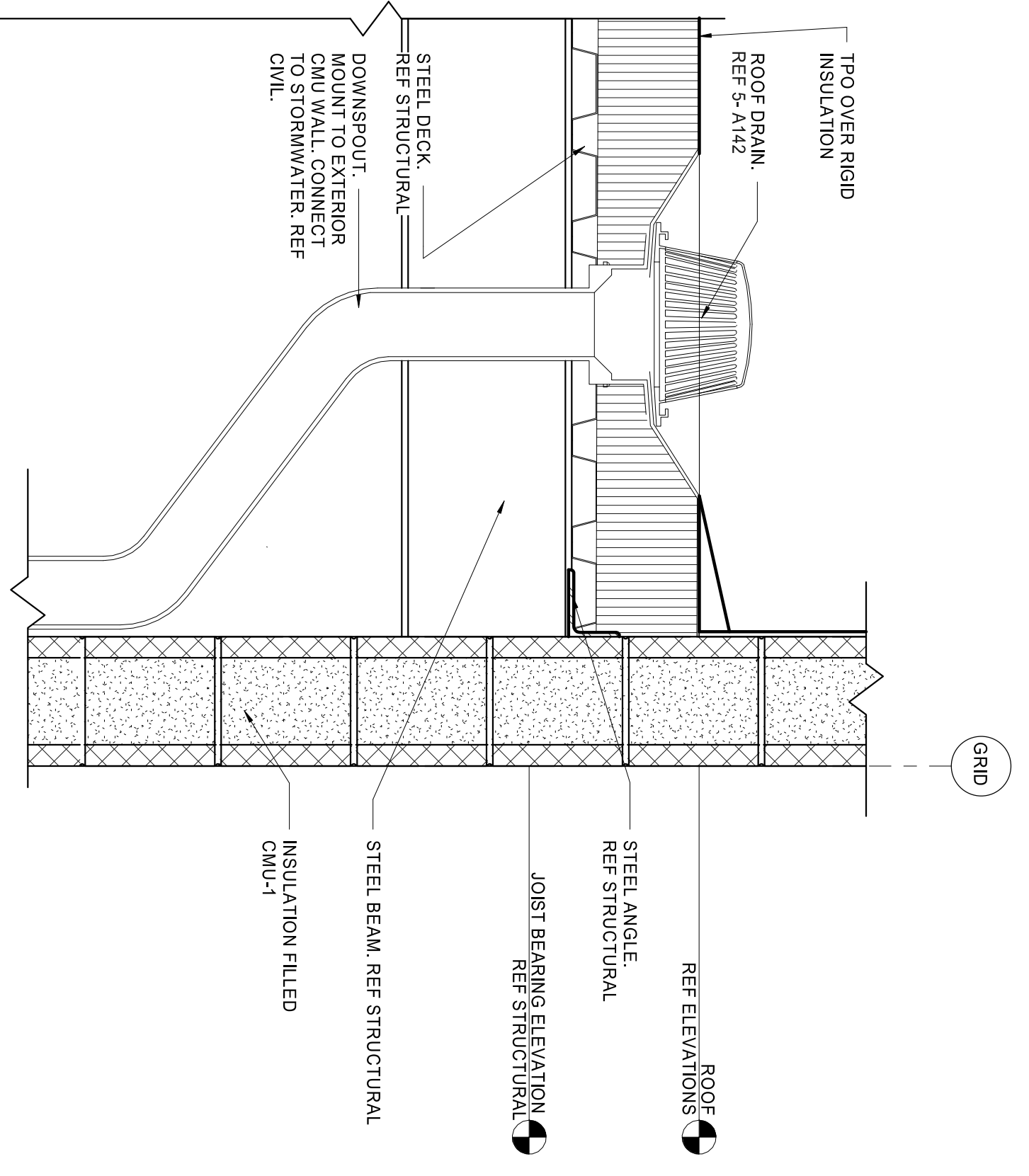
TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

ISSUE BLOCK	
PERMIT	01/10/24

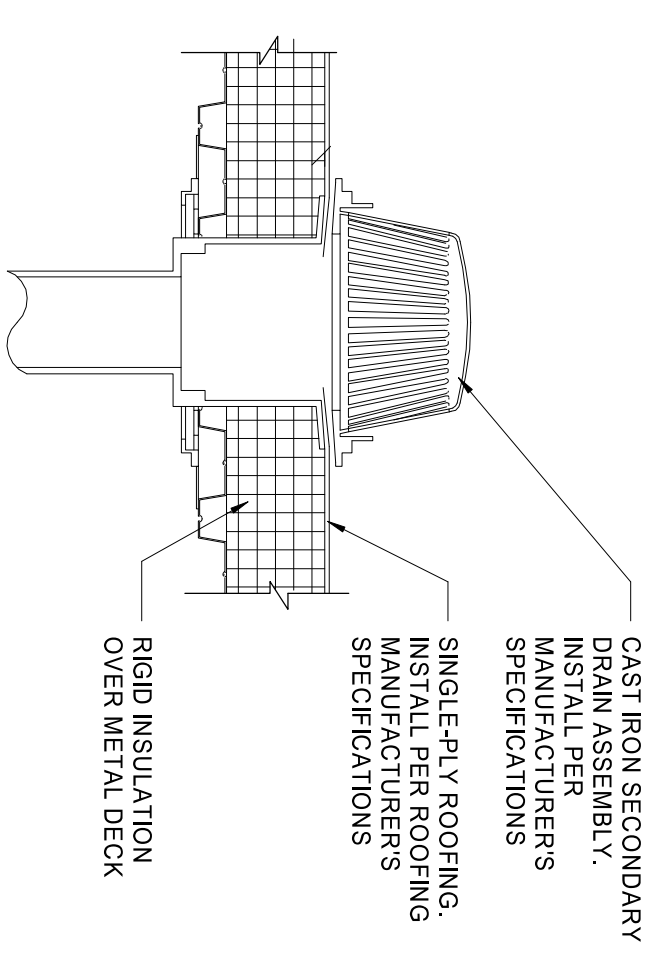
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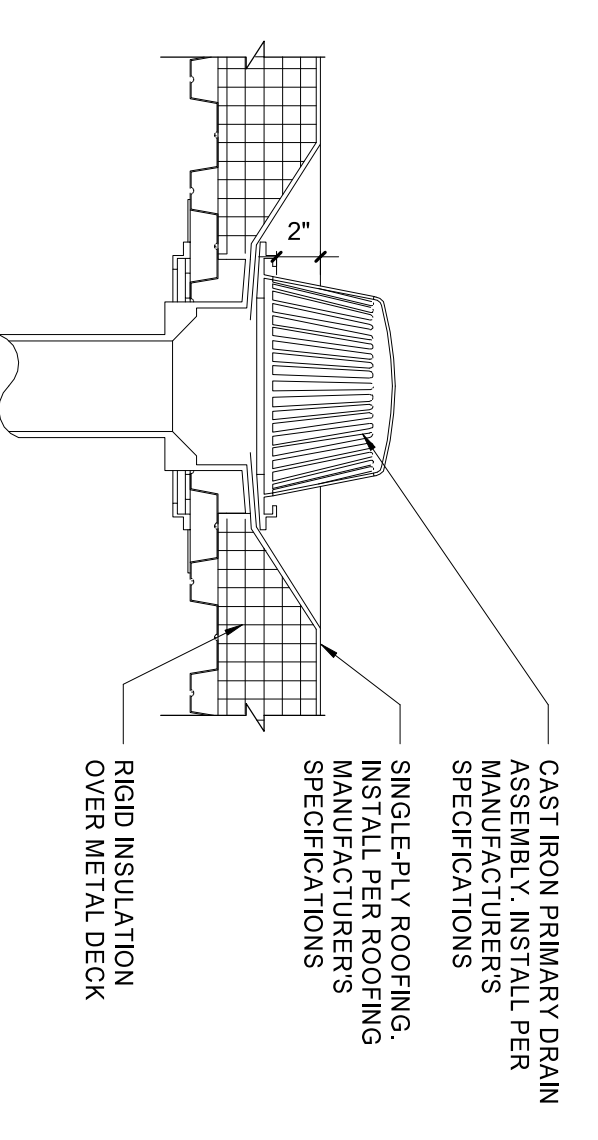
TRENCH PLAN & DETAILS
 SHEET
A121



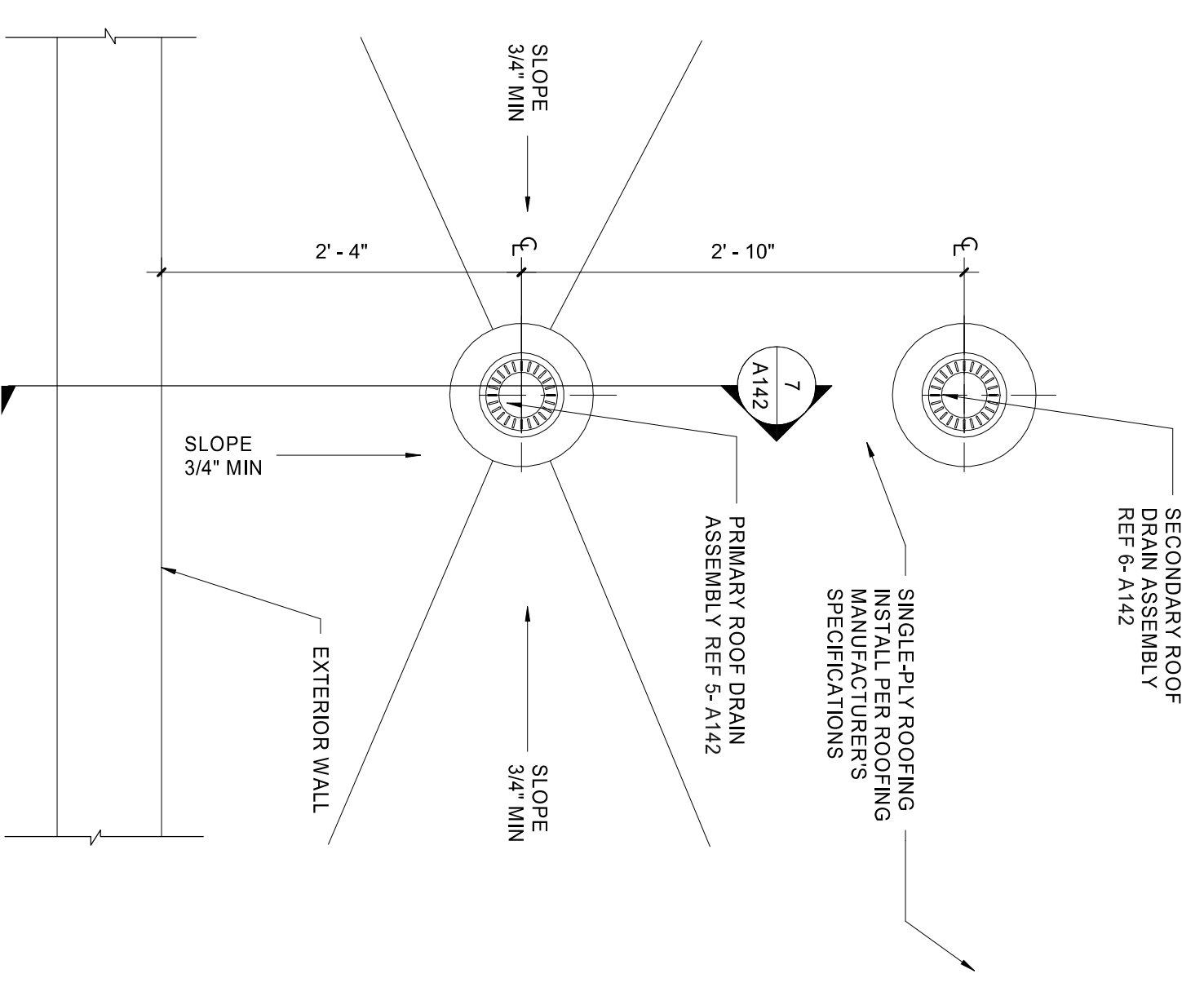
7 PRIMARY ROOF DRAIN DETAIL
1 1/2" = 1'-0"



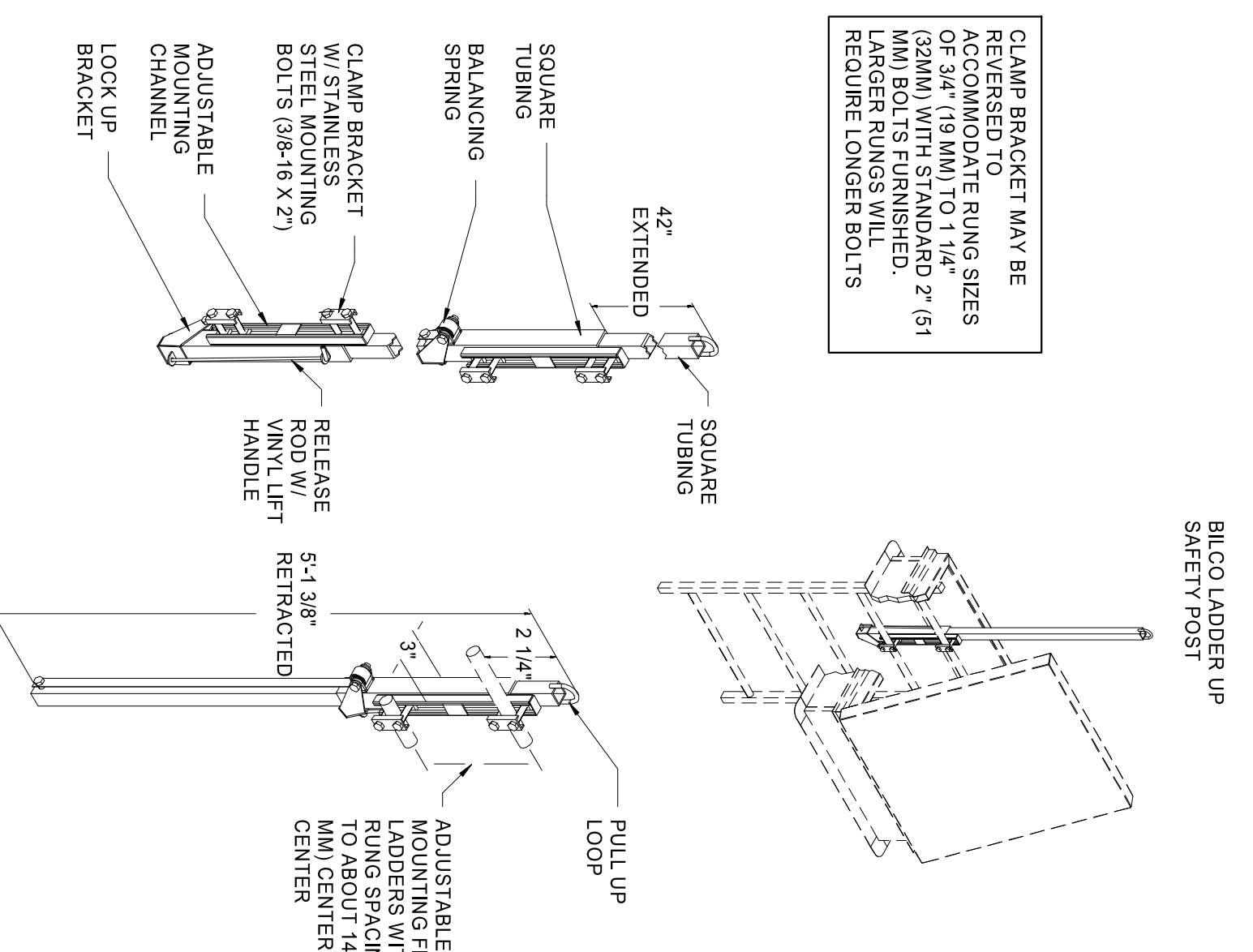
6 SECONDARY INTERNAL ROOF DRAIN
1 1/2" = 1'-0"



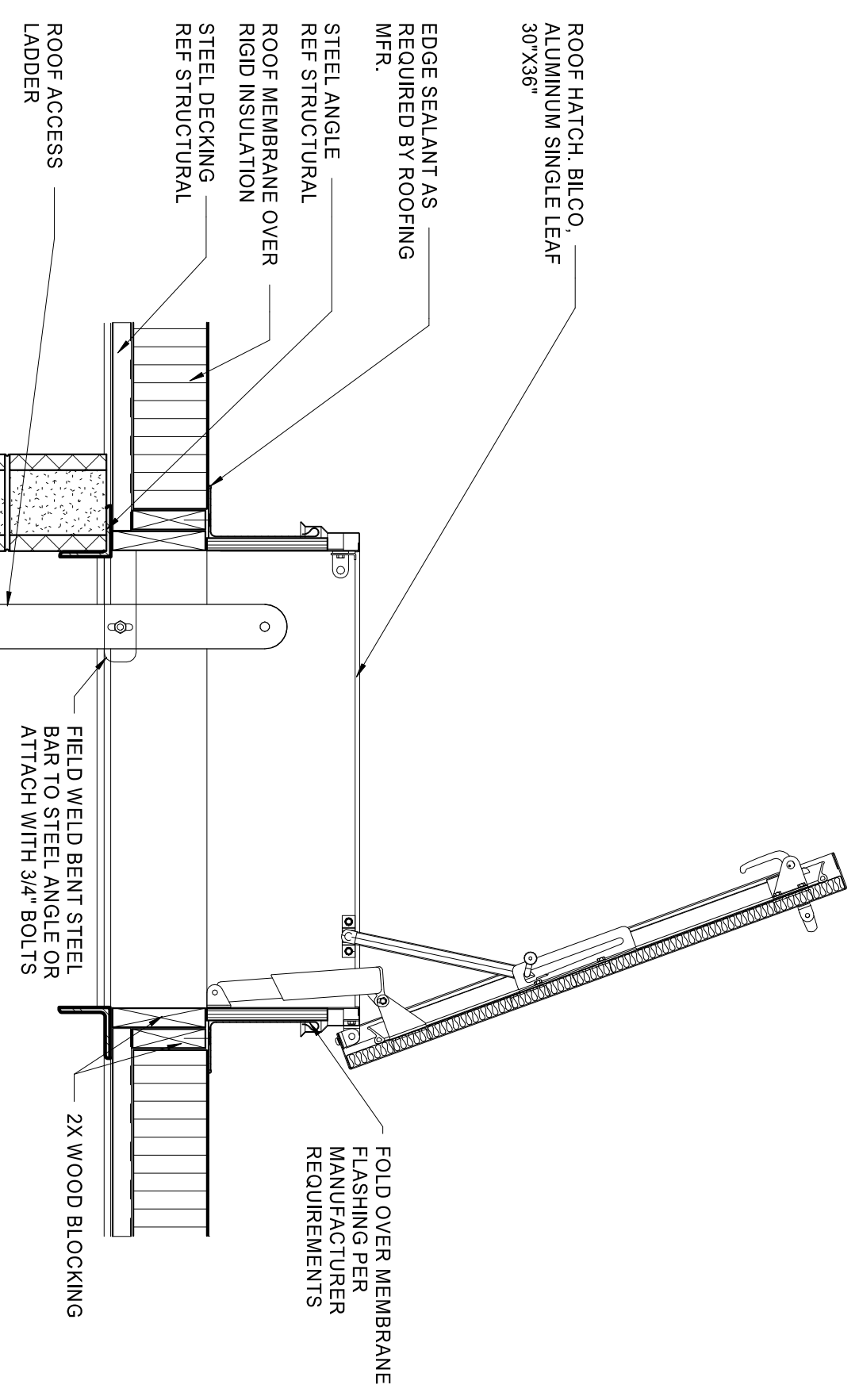
5 INTERNAL ROOF DRAIN
1 1/2" = 1'-0"



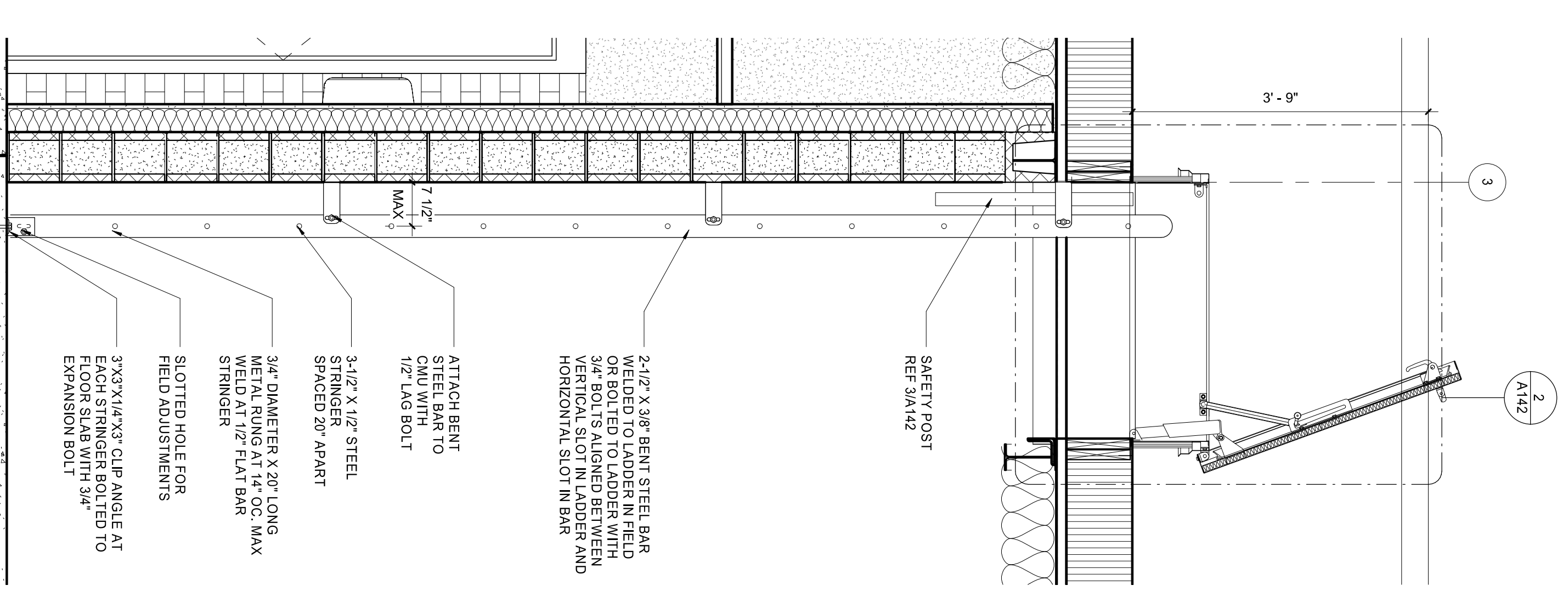
4 ROOF DRAIN PLAN DETAIL
1" = 1'-0"



3 SAFETY POST AT LADDER
N.T.S.



2 ROOF HATCH DETAIL
1" = 1'-0"



1 ROOF LADDER SECTION
3/8\"/>

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TRUE BLUE CAR WASH
8595 EDINBURGH CENTRE DR.
BROOKLYN PARK, MN 55443
JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	DATE
		01/10/24

CHECKED BY:	JMC
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DOCUMENT DATE:	01/10/24

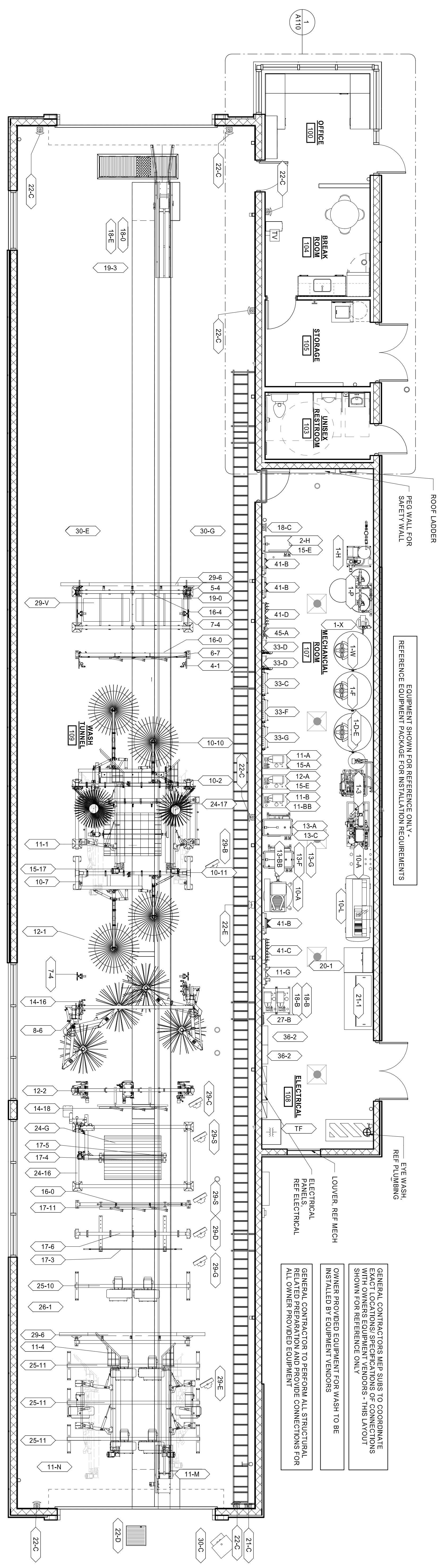
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Signature: *[Signature]*
Date: 2024.01.10
14-48-29-0600 License # 55742

ROOF DETAILS

SHEET
A142

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 A150-EQUIPMENT PLAN & SCHEDULE

1
 3/16" = 1'-0"
EQUIPMENT PLAN



EQUIPMENT SHOWN FOR REFERENCE ONLY.
 REFERENCE EQUIPMENT PACKAGE FOR INSTALLATION REQUIREMENTS.

GENERAL CONTRACTORS NEP SUBS TO COORDINATE WITH OWNERS EQUIPMENT VENDORS - (INS LN 501) SHOWN FOR REFERENCE ONLY.
 OWNER PROVIDED EQUIPMENT FOR WASH TO BE INSTALLED BY EQUIPMENT VENDORS.
 GENERAL CONTRACTOR TO PERFORM ALL STRUCTURAL ALL OWNER PROVIDED EQUIPMENT.

MARK	DESCRIPTION
1-3	WRC 100 RECLAIM UNIT
1-4	R.O. SYSTEM
1-5	R.O. 100 TANK
1-6	REPRESSURIZATION P.
1-7	R.O. REFLECT TANK
1-8	D-10 STAND & CONT. (SINGLE UNIT)
1-9	BUG CATCHER - 4PA 100 (MOUNTED)
1-10	UNDER CARWASH (FOAMATOR)
1-11	CTA W/FOAMER
1-12	WASH TUNNEL
1-13	WASH TUNNEL
1-14	WASH TUNNEL
1-15	WASH TUNNEL
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1-74	WASH TUNNEL
1-75	WASH TUNNEL

MARK	DESCRIPTION
17-6	MULTIPLE RAIN (ARCH-10)
17-7	FUSION VAV (FOAMATOR)
17-8	CONVEYOR PIT
18-1	OX2 CORRELATOR FIT
18-2	CONVEYOR AIR SOLE
18-3	GRANING FIBERGLASS 1 - 12"
18-4	ENTRANCE EYE CONTROL BOX
18-5	ROLLER 4 W/
18-6	MOTOR CONTROL CENTER (MCC)
18-7	ANTI COLLISION CONTROL BOX
18-8	ELECTRICAL EYE SENSORS
18-9	STOPS/START STATIONS
18-10	WARNING HORN
18-11	COMPACT TOP BRUSH
18-12	TOP BRUSH MOTOR
18-13	BLOWER ARCH - 107 (GT 73)
18-14	BLOWER MOTOR NO. 8
18-15	STARANG/VENTILY
18-16	BLOWER ARCH - 107 (GT 74)
18-17	SENSOR CONTROL BOX
18-18	GALLERY ARCH
18-19	UNDER CARWASH (SISN)
18-20	UNDER CARWASH (SISN)
18-21	UNDER CARWASH (SISN)
18-22	UNDER CARWASH (SISN)
18-23	UNDER CARWASH (SISN)
18-24	UNDER CARWASH (SISN)
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18-77	UNDER CARWASH (SISN)
18-78	UNDER CARWASH (SISN)
18-79	UNDER CARWASH (SISN)
18-80	UNDER CARWASH (SISN)
18-81	UNDER CARWASH (SISN)
18-82	UNDER CARWASH (SISN)
18-83	UNDER CARWASH (SISN)
18-84	UNDER CARWASH (SISN)
18-85	UNDER CARWASH (SISN)
18-86	UNDER CARWASH (SISN)
18-87	UNDER CARWASH (SISN)
18-88	UNDER CARWASH (SISN)
18-89	UNDER CARWASH (SISN)
18-90	UNDER CARWASH (SISN)
18-91	UNDER CARWASH (SISN)
18-92	UNDER CARWASH (SISN)
18-93	UNDER CARWASH (SISN)
18-94	UNDER CARWASH (SISN)
18-95	UNDER CARWASH (SISN)
18-96	UNDER CARWASH (SISN)
18-97	UNDER CARWASH (SISN)
18-98	UNDER CARWASH (SISN)
18-99	UNDER CARWASH (SISN)
18-100	UNDER CARWASH (SISN)

SHEET
A150

EQUIPMENT PLAN & SCHEDULE

ARCHITECTS
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Print Name: **JAMES EDWARD MANN**
 Signature: *[Signature]*
 Date: **2024.01.10**
 License #: **55742**

CHECKED BY: **JMC**
 DRAWN BY: **MND**
 DOCUMENT DATE: **01/10/24**

ISSUE BLOCK	PERMIT	DATE
		01/10/24

TRUE BLUE CAR WASH

8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

STIPULATION FOR REUSE

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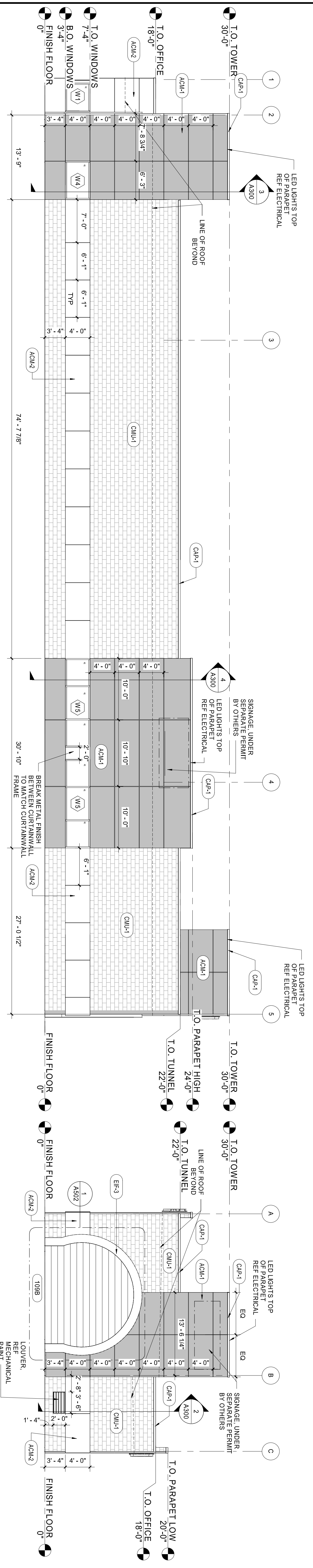
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 Brooklyn Park, MN 55420

11/02/2024 1:50:14 PM
 C:\Users\megan.davis\Documents\2022 Revit Projects\06-23-80005 True Blue Carwash - Brooklyn Park, MN_ARCH_V22_HFA_Meghan Davis.rvt
 4.305-EXTERIOR ELEVATIONS

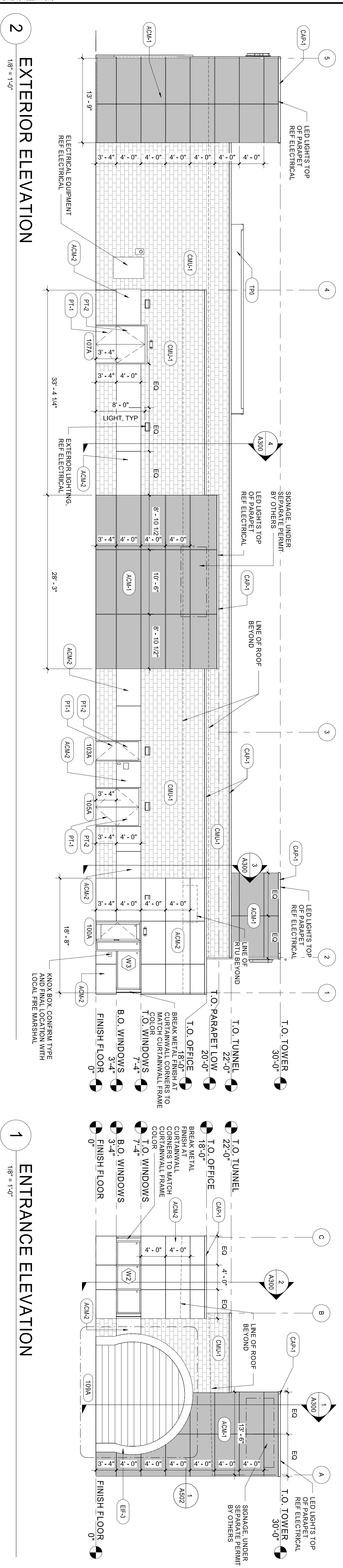
MARK	MATERIAL	MANUFACTURER	COLOR	NOTES
ACM-1	ACM PANEL	ALPOLICHD	COLOR TO MATCH PMS 16-4706 GRAY MIST	
ACM-2	ACM PANEL	ALPOLICHD	COLOR TO MATCH PMS 2757C	
CAP-1	PARAPET CAP	ALPOLICHD	COLOR TO MATCH PMS 2757C	
CMU-1	BRICK/CMU SMOOTH	OLDCASTLE	WHITE LIMESTONE	
EIF-3	FACE CMU INSULATION		COLOR TO MATCH PMS 2757C	
PI-1	FINISH SYSTEM	DUNN EDWARDS	FOGGY DAY DE628	
PI-2	PAINT	DUNN EDWARDS	COLOR TO MATCH PMS 2757C	
TPO	MEMBRANE ROOFING	FIRSTSTONE	ULTRA FLY TPO 80 MIL - WHITE	
				15 YEAR WARRANTY OR EQUAL

- GENERAL NOTES**
- INSTALL CONTROL JOINTS PER MFR RECOMMENDATIONS.
 - ALL SIGNAGE WILL BE PERMITTED SEPARATELY
 - VERIFY WITH LOCAL JURISDICTION AND WIND SHEED REQUIREMENTS TO DETERMINE IF STRUCTURAL OR SIGNAGE IS REQUIRED. FURNISH AS REQUIRED
 - COORDINATE ANY REQUIRED KNOX BOXES WITH AFI/FIRE MARSHAL FOR TYPE AND LOCATION
 - CMU CONTROL JOINTS AT 16'-0" OC MAX. REF ELEVATIONS FOR RECOMMENDED PLACEMENT
 - GC SHALL ENSURE THAT CMU SURFACE ARE CLEAN BEFORE INSTALLING EIFS AND STONE FINISHES



3
 1/8" = 1'-0"
 EXIT ELEVATION

4
 1/8" = 1'-0"
 EXTERIOR ELEVATION



1
 1/8" = 1'-0"
 ENTRANCE ELEVATION

2
 1/8" = 1'-0"
 EXTERIOR ELEVATION

TRUE BLUE CAR WASH

8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

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DOCUMENT DATE:	01/10/24

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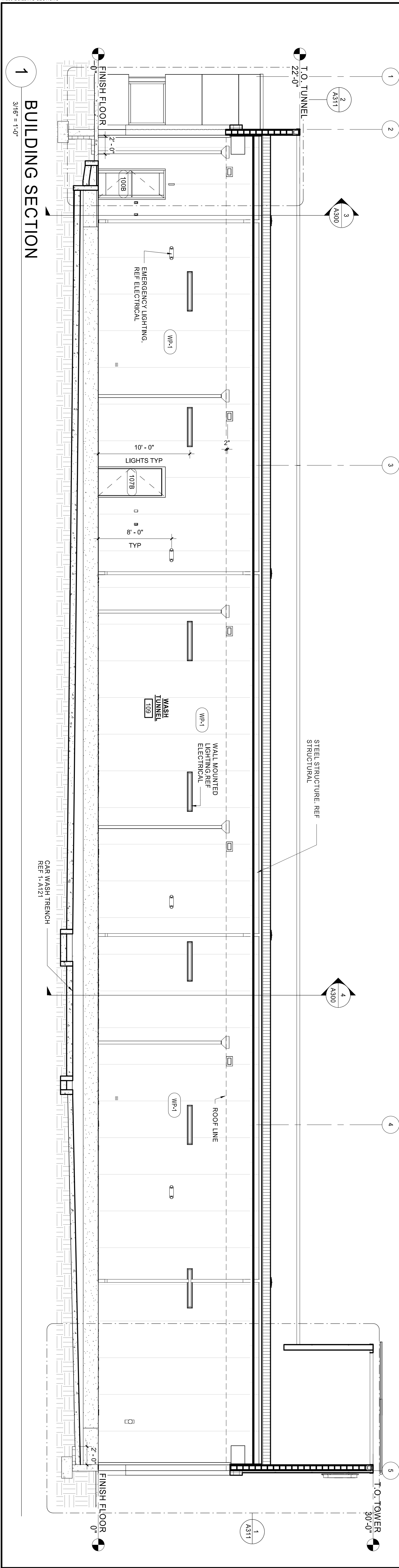
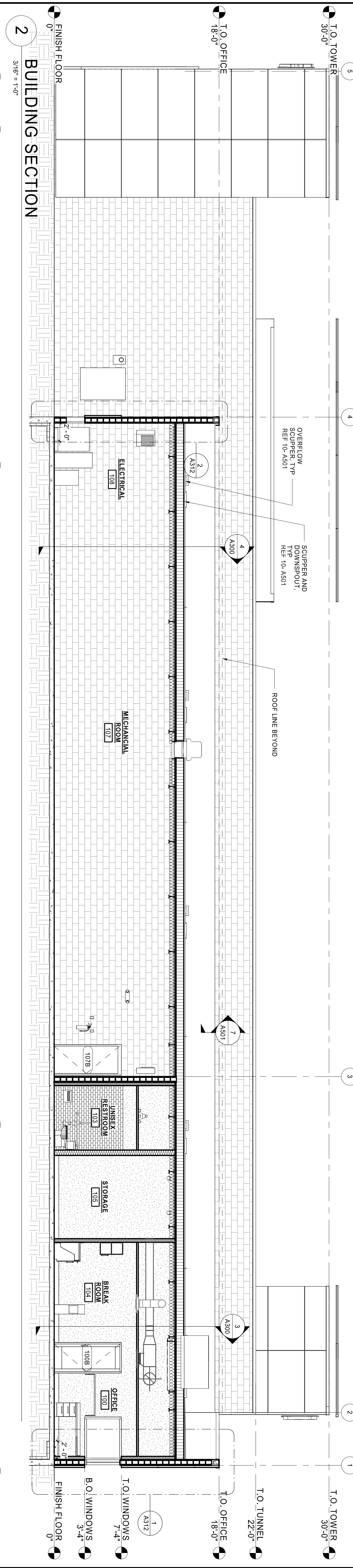
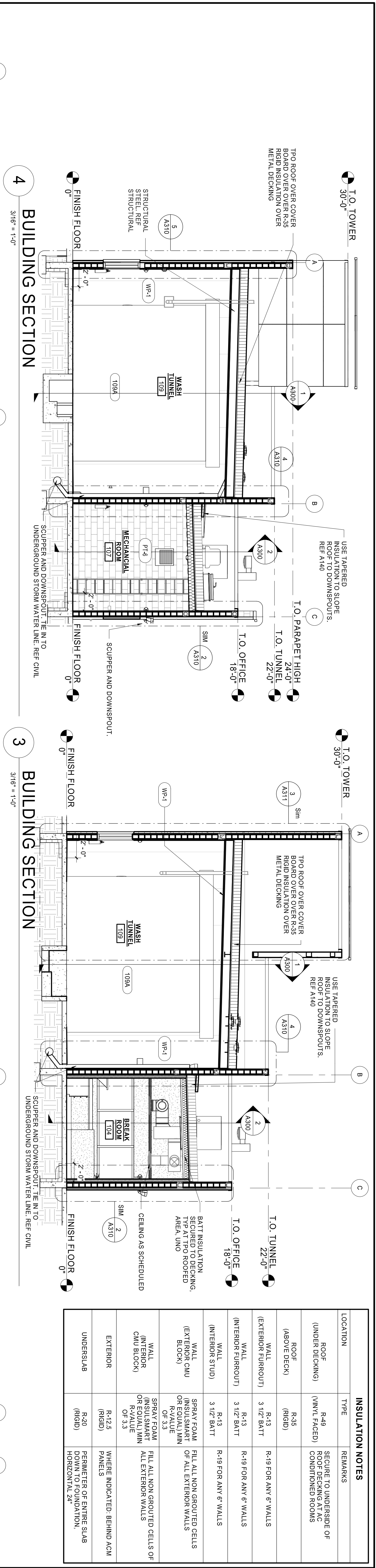
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Print Name: **JAMES EDWARD MANN**
 Signature: *[Signature]*
 Date: 2024.01.10
 License # 55742

EXTERIOR ELEVATIONS

SHEET
A200

11/10/2024 1:50:18 PM
 C:\Users\mehgan.davis\Documents\2022 Rev4\Projects\06-23-80005 True Blue Carwash - Brooklyn Park, MN_ARCH_V22_HFA_Meghan Davis.rvt
 4.30E-BUILDING SECTIONS



LOCATION	TYPE	INSULATION NOTES	REMARKS
ROOF (UNDER DECKING)	R-49 (W/ML FACED)		SECURE TO UNDERSIDE OF ROOF DECKING AT AC CONDITIONED ROOMS
ROOF (ABOVE DECK)	R-35 (R/GID)		
WALL (EXTERIOR PURROUT)	R-13		R-19 FOR ANY 6" WALLS
WALL (INTERIOR PURROUT)	R-13		R-19 FOR ANY 6" WALLS
WALL (INTERIOR STUD)	R-13		R-19 FOR ANY 6" WALLS
WALL (EXTERIOR CMU BLOCK)	R-12.5		
WALL (INTERIOR CMU BLOCK)	R-12.5		
EXTERIOR	R-12.5 (R/GID)		WHERE INDICATED: BEHIND ACM PANELS
UNDERSLAB	R-20 (R/GID)		PERIMETER OF ENTIRE SLAB DOWN TO FOUNDATION. HORIZONTAL 2"

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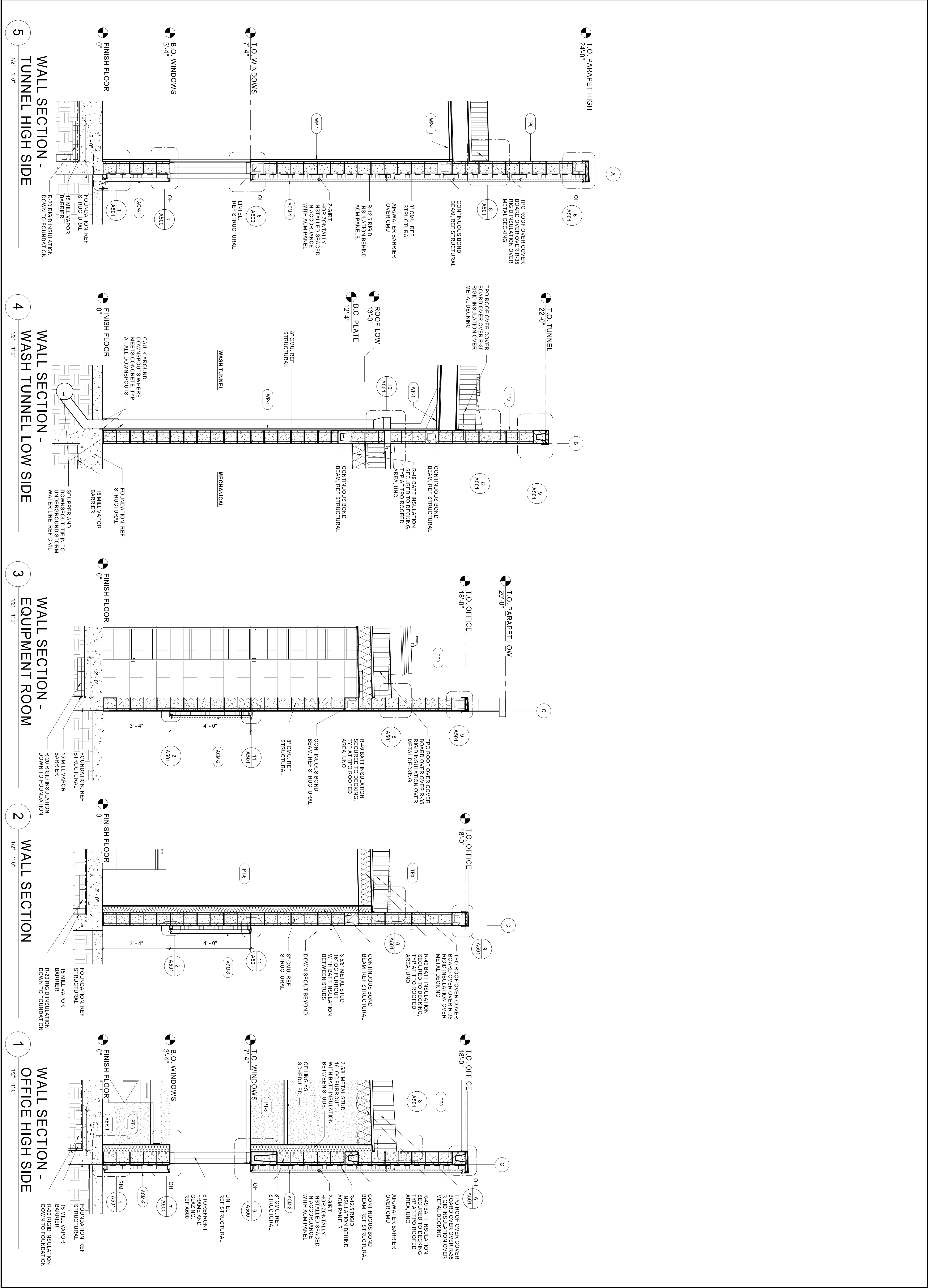
TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	01/10/24
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 Signature: *[Signature]*
 Date: 2024.01.10
 License #: 55742

BUILDING SECTIONS
 SHEET
A300

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 4.3E-WALL SECTIONS



WALL SECTIONS

SHEET
A310

ARCHITECTS
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TRUE BLUE CAR WASH

8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

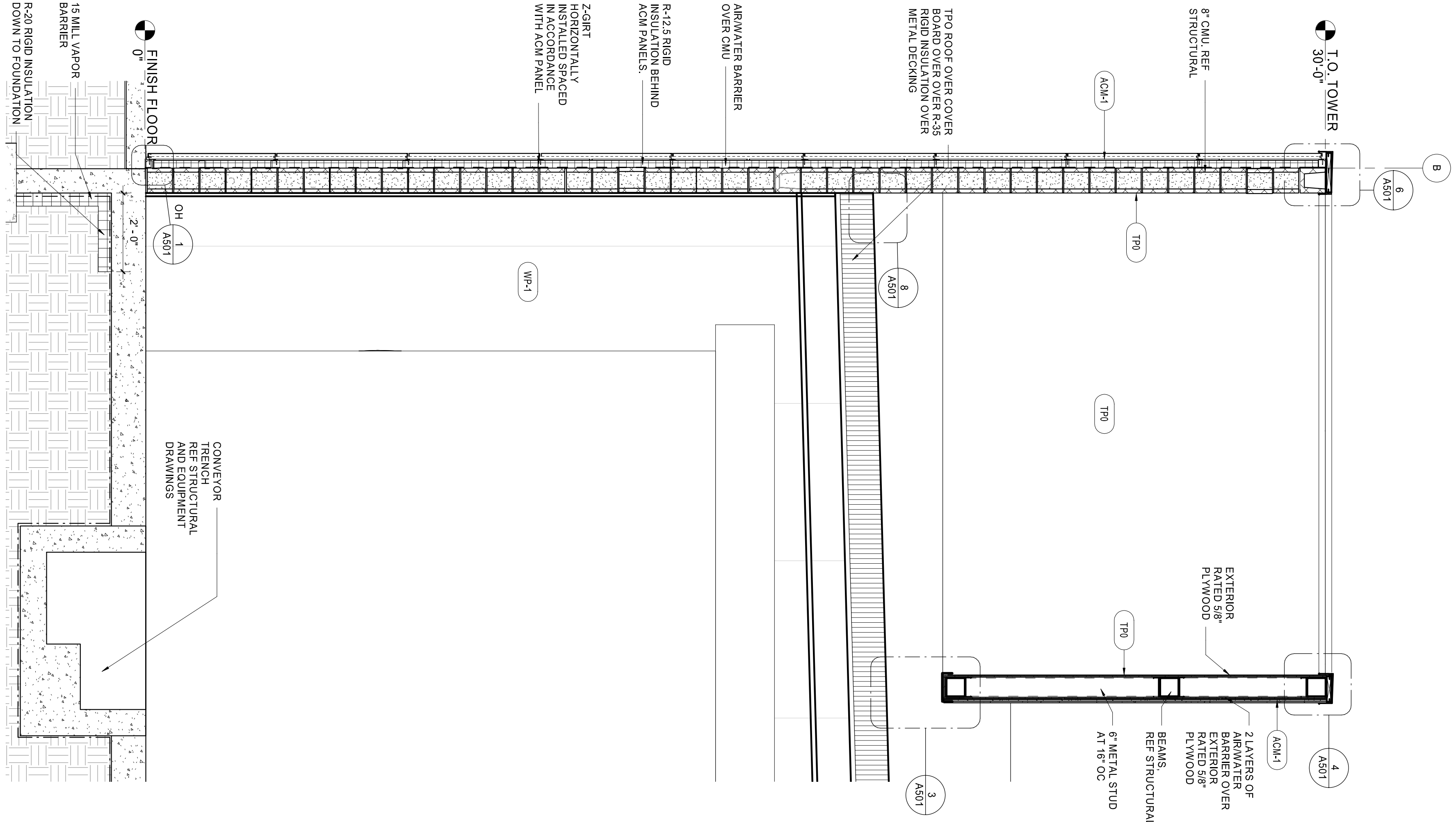
JOB NUMBER: 06-23-80005

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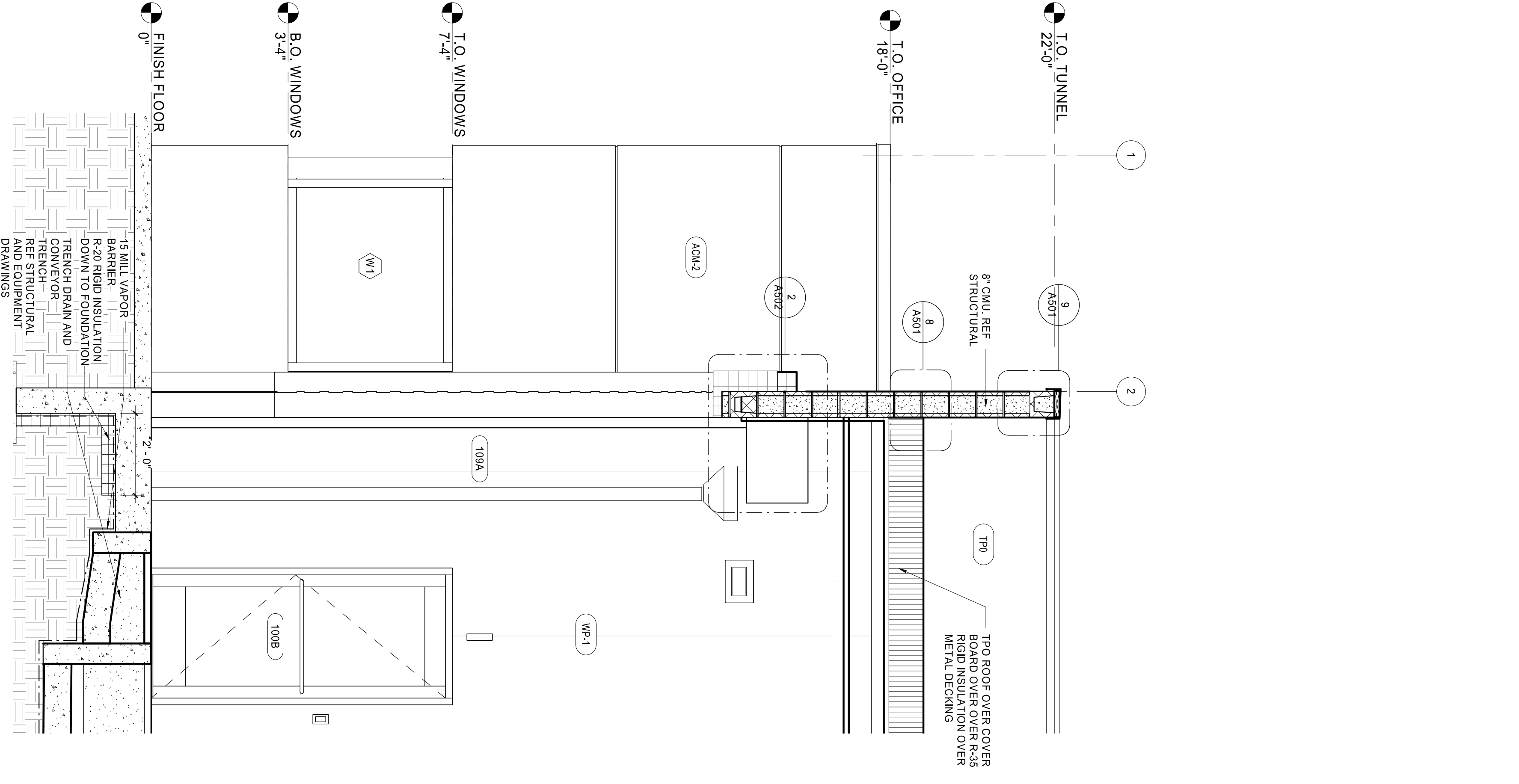
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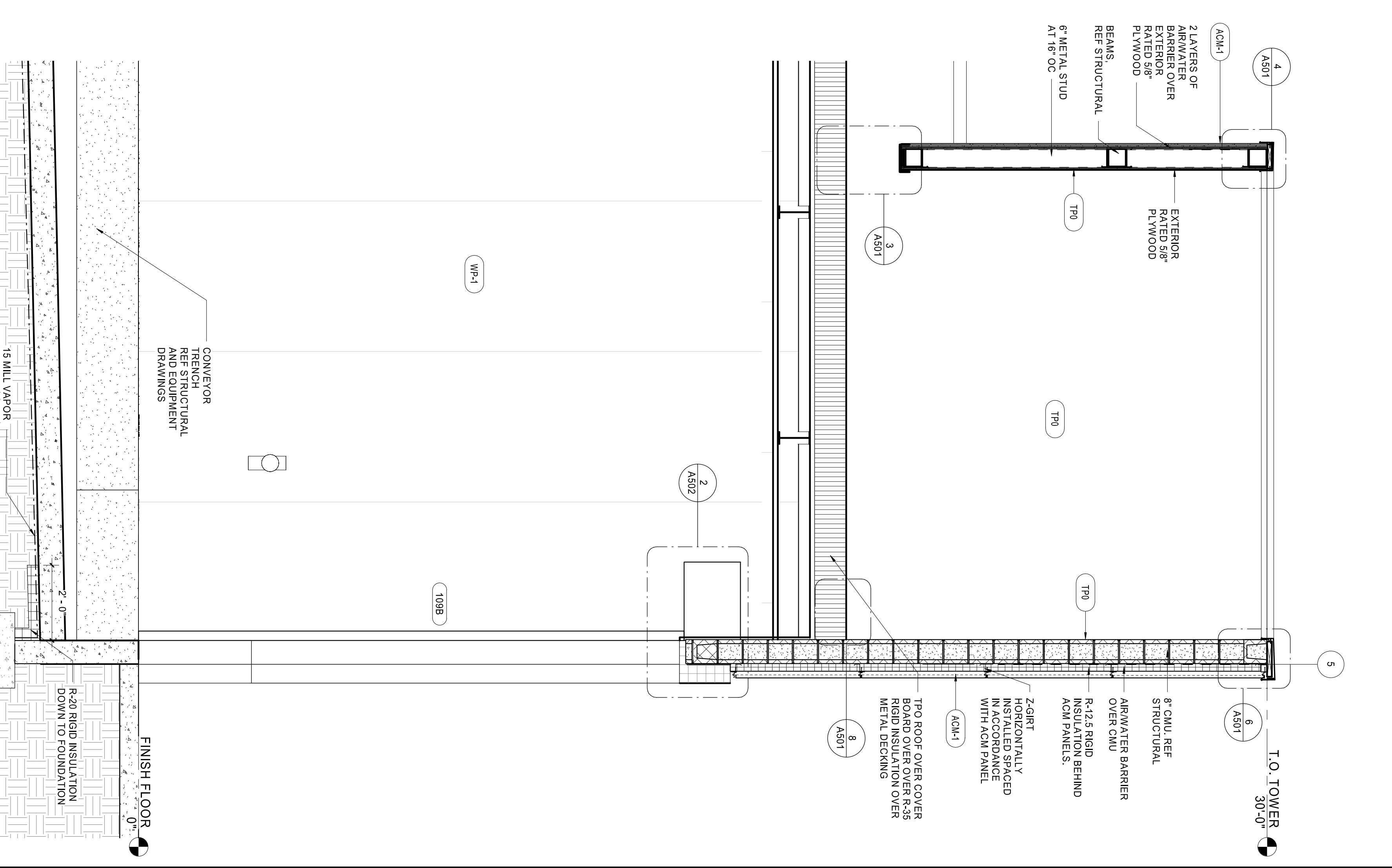
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 -A311-WALL SECTIONS



3 WALL SECTION - TOWER
 1/2" = 1'-0"



2 WALL SECTION - TUNNEL ENTRY
 1/2" = 1'-0"



1 WALL SECTION - TUNNEL EXIT
 1/2" = 1'-0"

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 JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	DATE
		01/10/24

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DOCUMENT DATE:	01/10/24

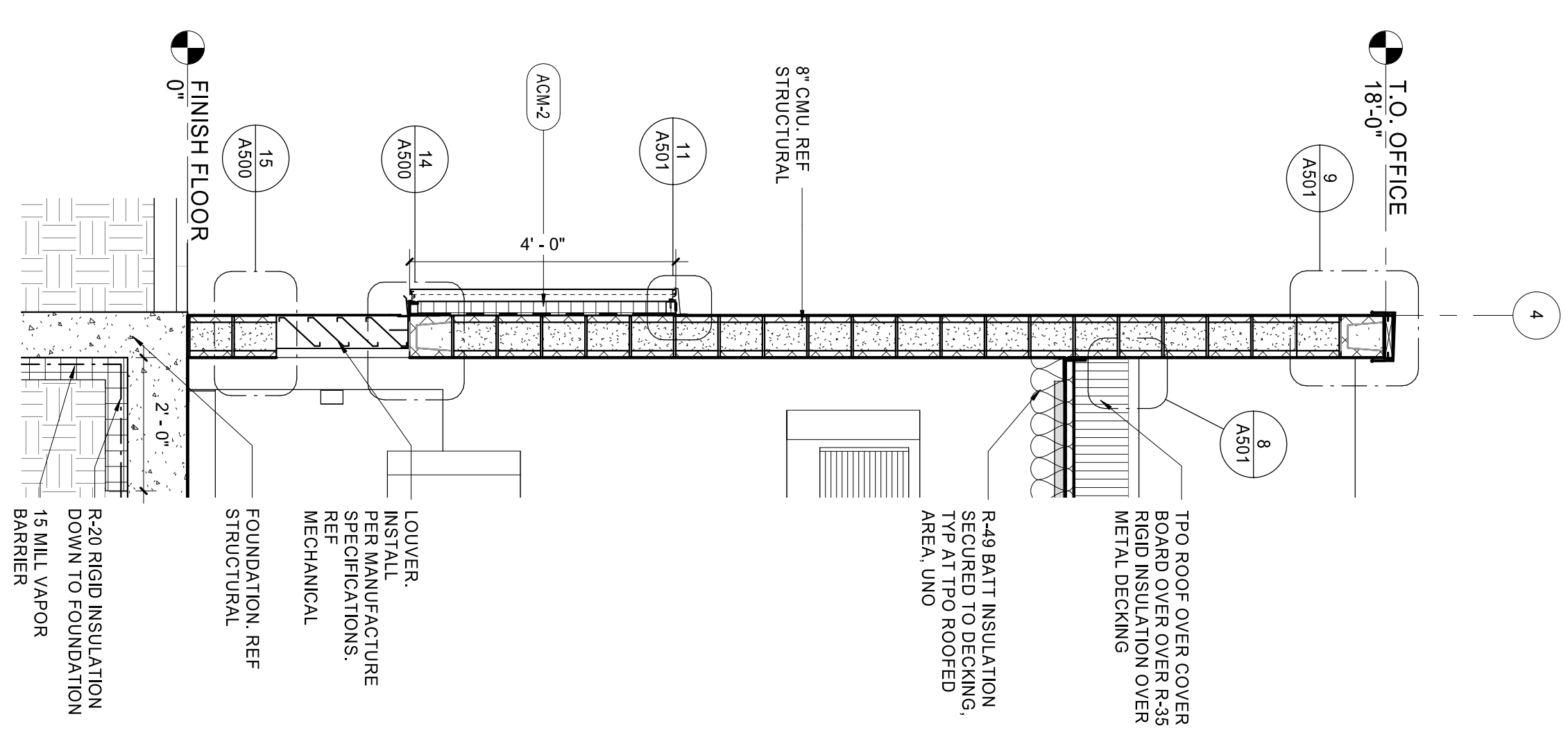
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 Print Name: **JAMES EDWARD MANN**
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 Date: 2024.01.10
 License # 55742

WALL SECTIONS

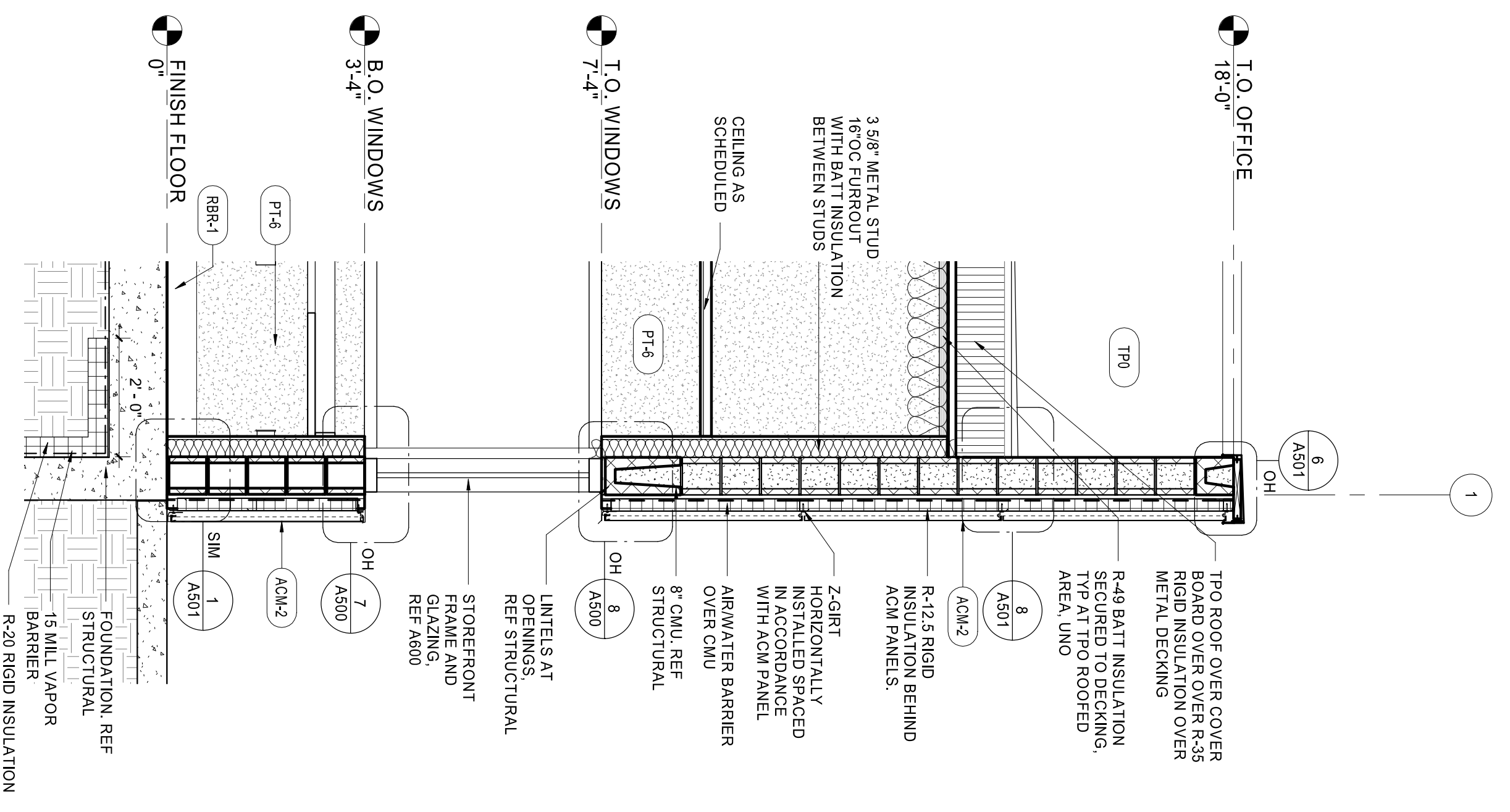
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 A312-WALL SECTIONS

2 WALL SECTION - AT LOUVER
 1/2" = 1'-0"



1 WALL SECTION - OFFICE
 1/2" = 1'-0"



SHEET
A312

WALL SECTIONS

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 Print Name: **JAMES EDWARD MANN**
 Signature: *[Signature]*
 Date: **2024.01.11 14:49:19-0600** License # **55742**

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 DOCUMENT DATE: **01/10/24**

ISSUE BLOCK	PERMIT	DATE
		01/10/24

TRUE BLUE CAR WASH

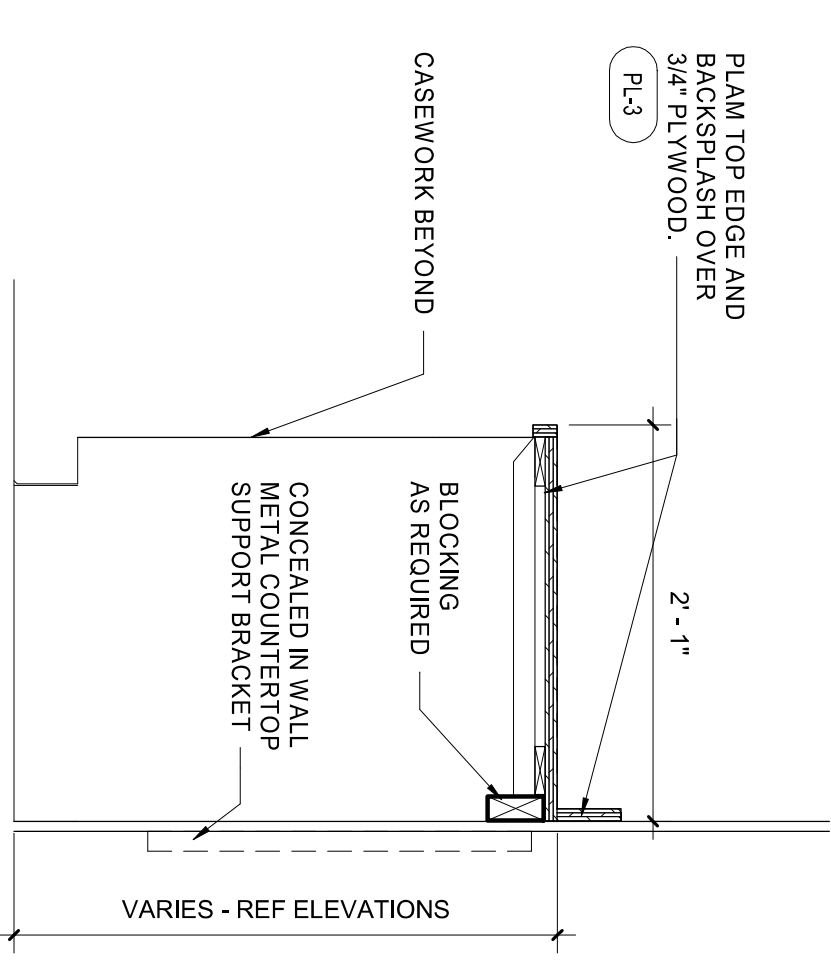
8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

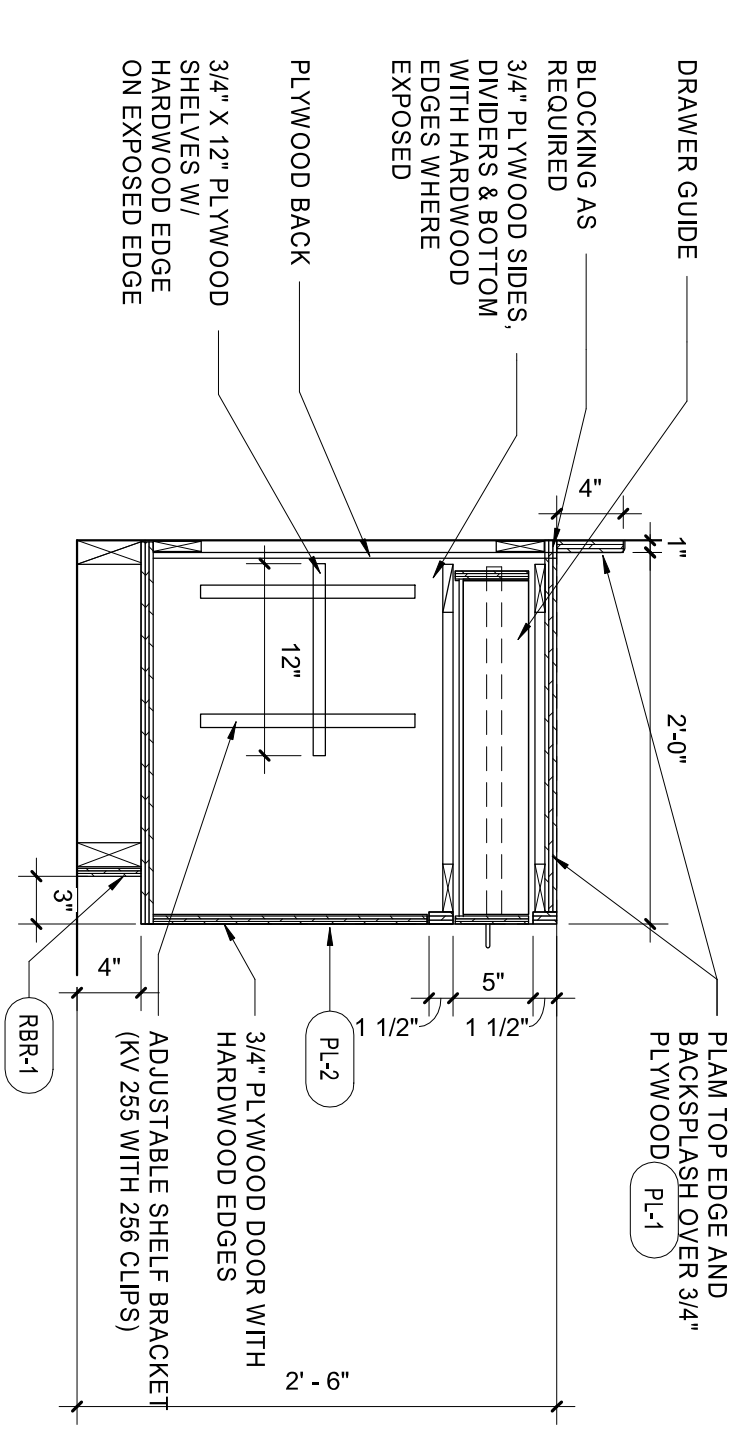
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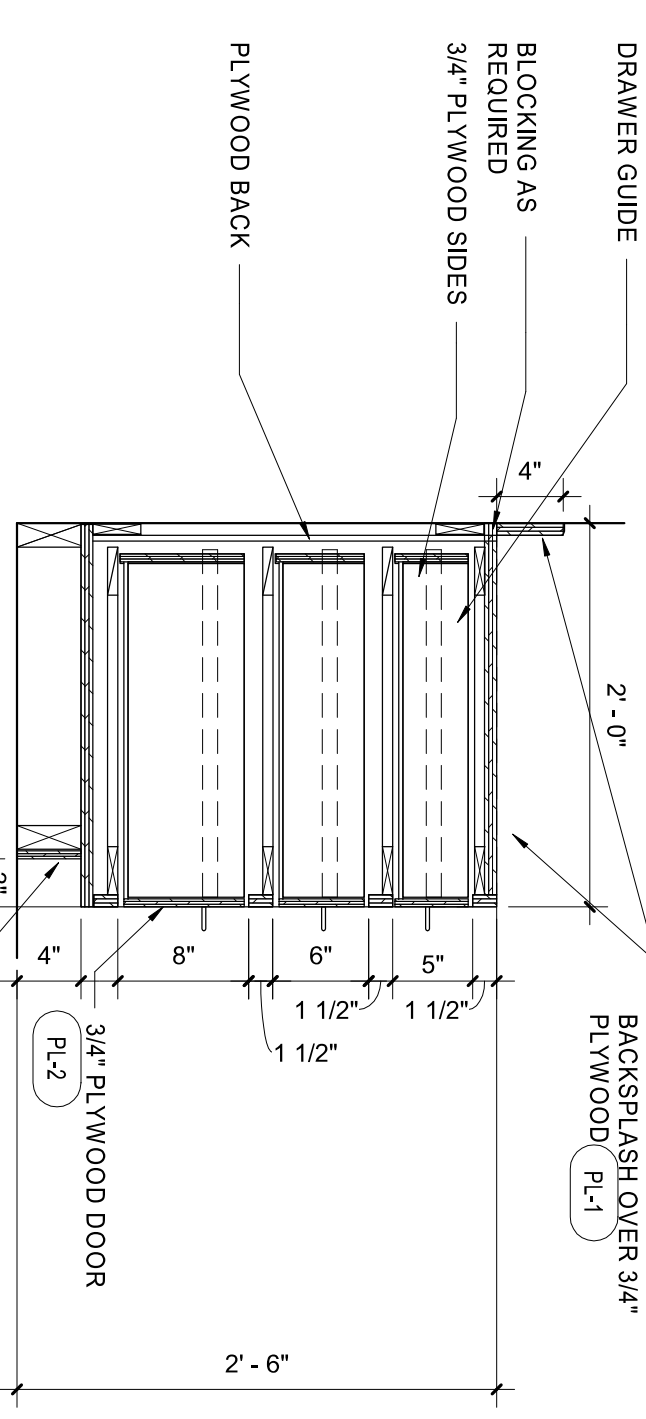
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 -A400-MILLWORK AND INTERIOR ELEVATIONS



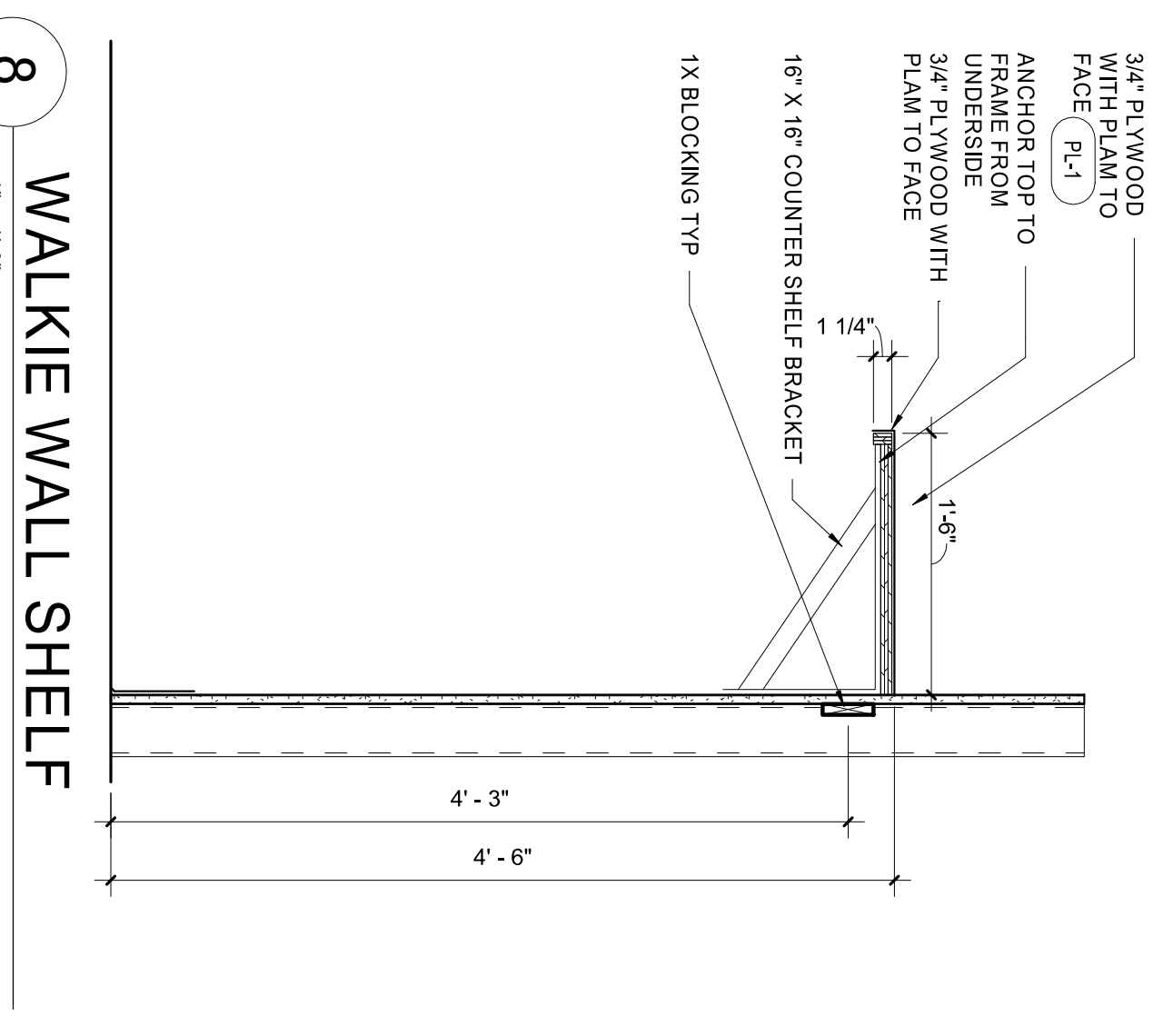
11 DESK SECTION
 1" = 1'-0"



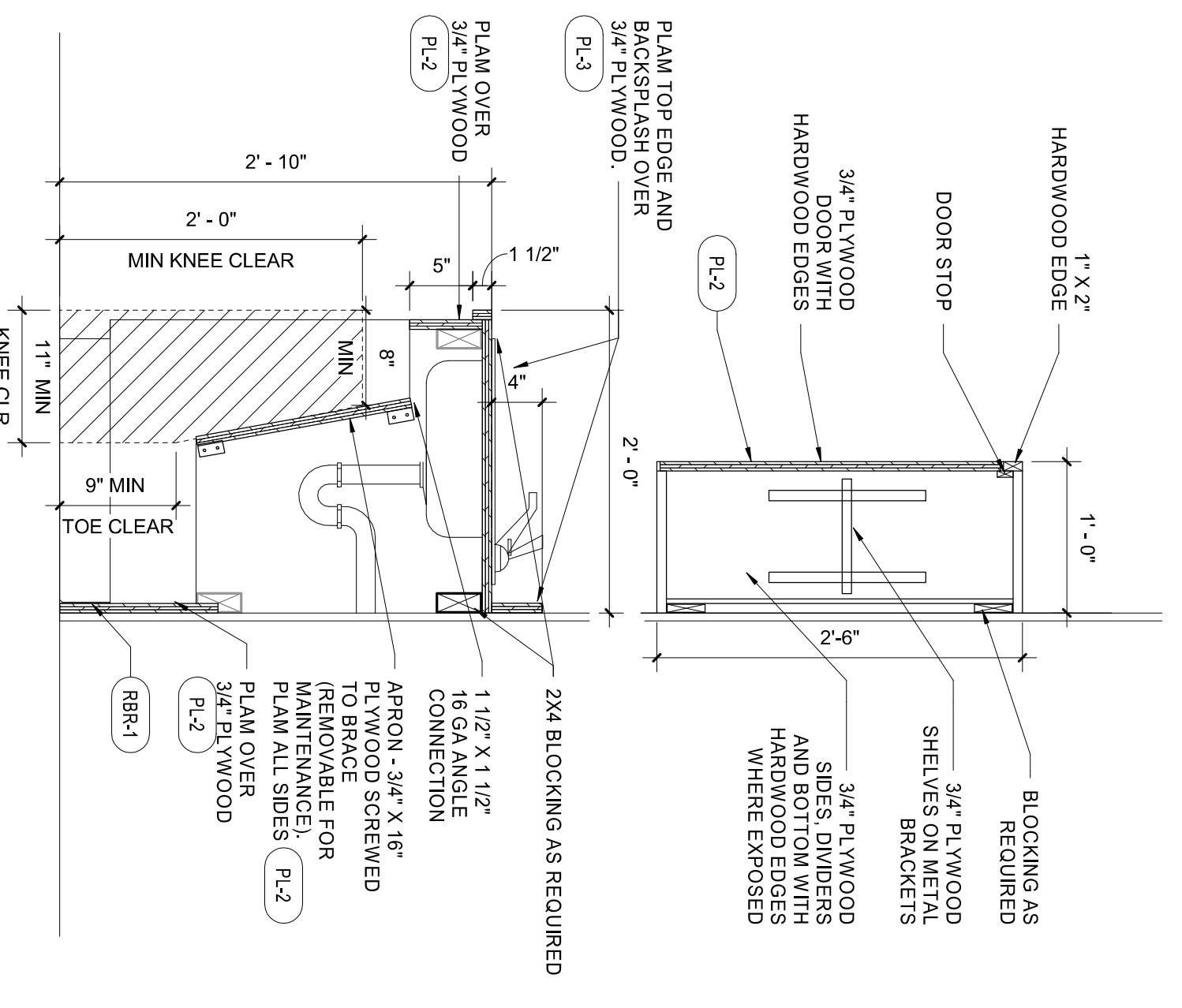
10 MILLWORK DETAIL - CABINET
 1" = 1'-0"



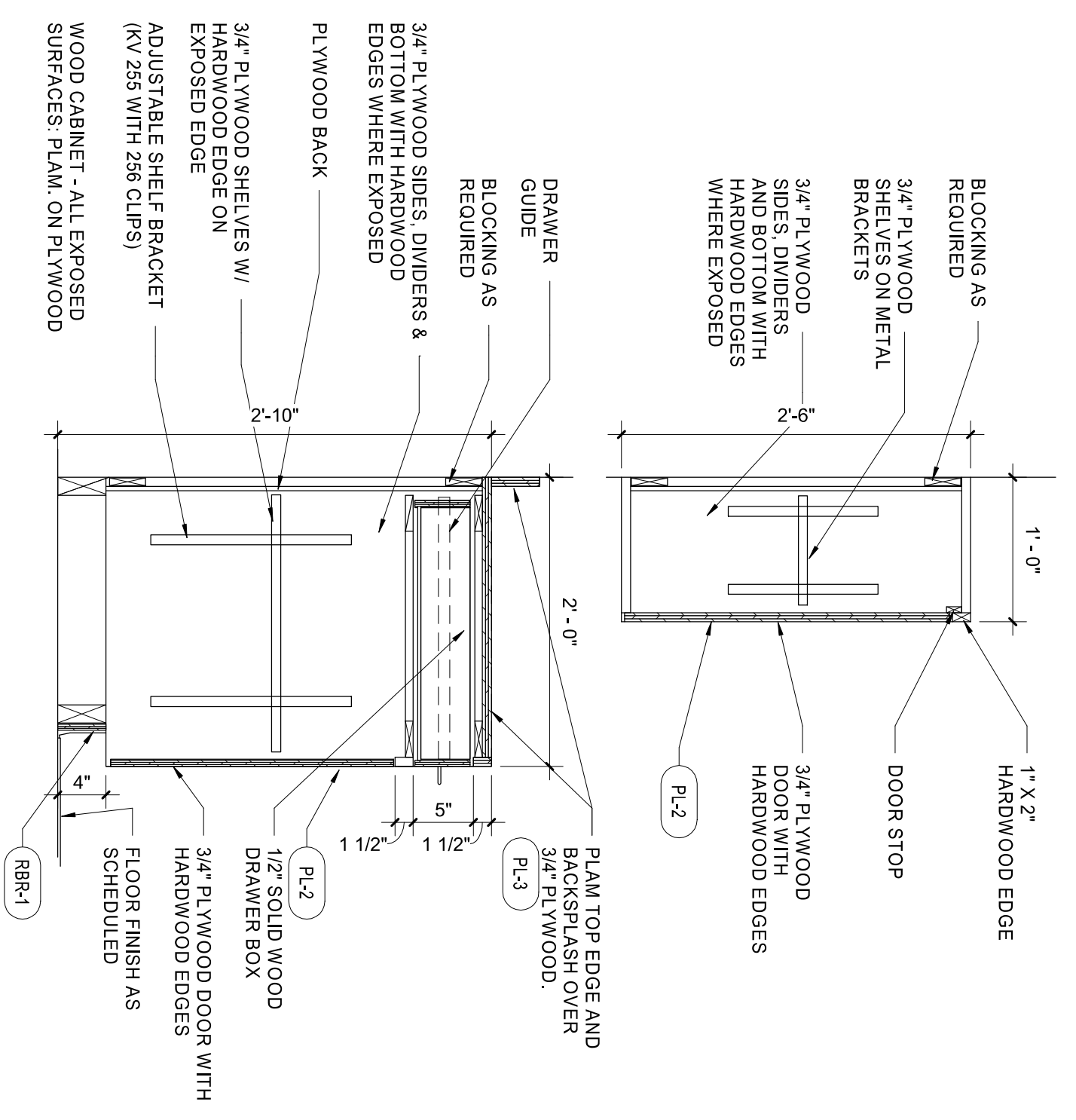
9 MILLWORK DETAIL - CABINET
 1" = 1'-0"



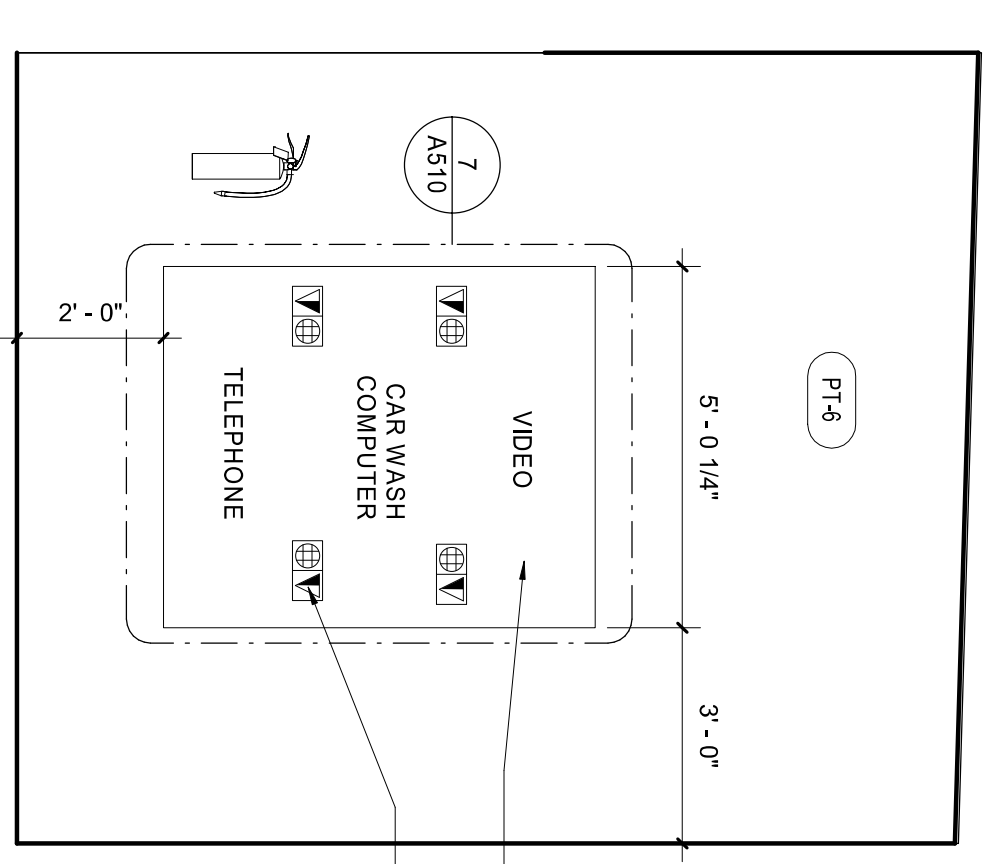
8 WALKIE WALL SHELF
 1" = 1'-0"



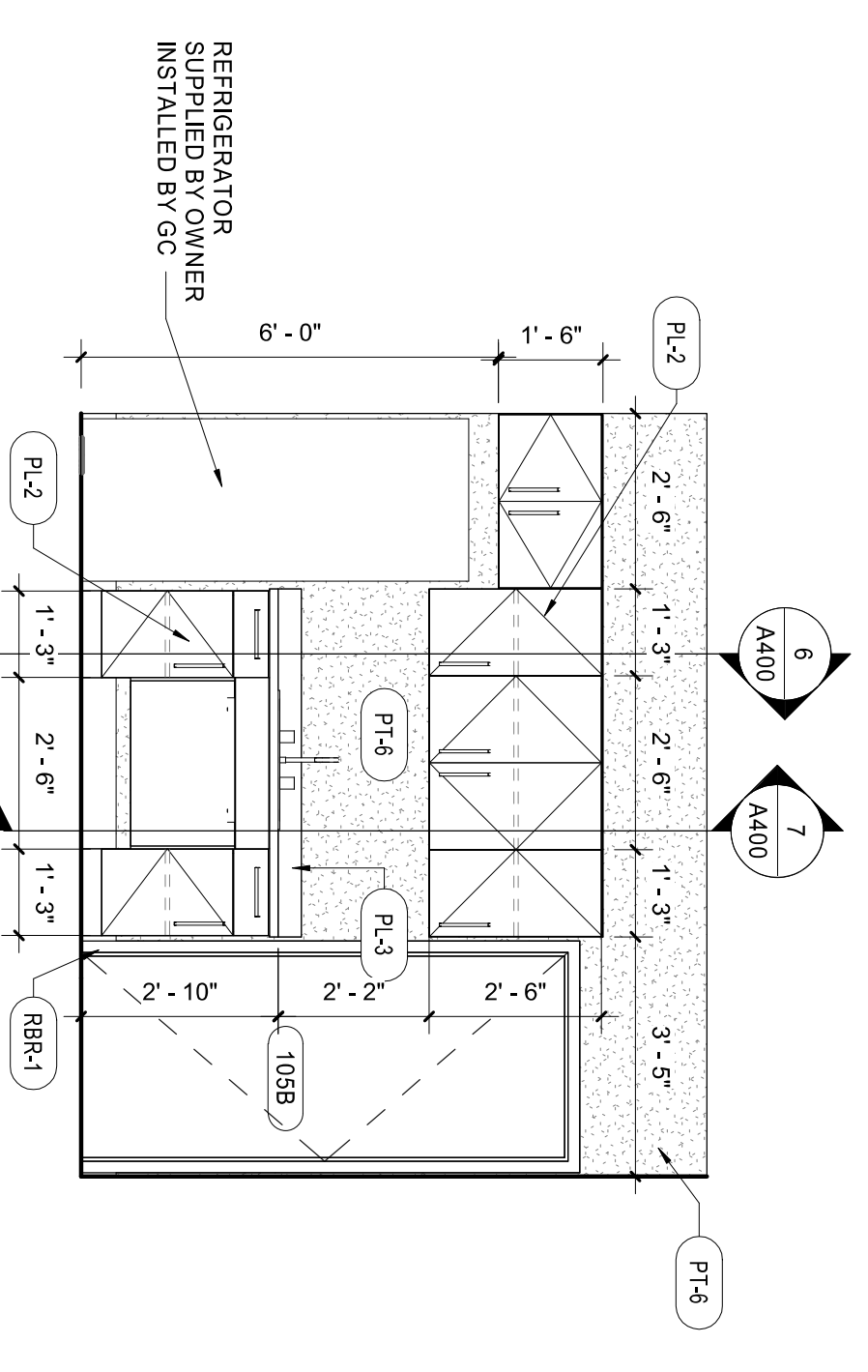
7 BREAKROOM SINK SECTION
 1" = 1'-0"



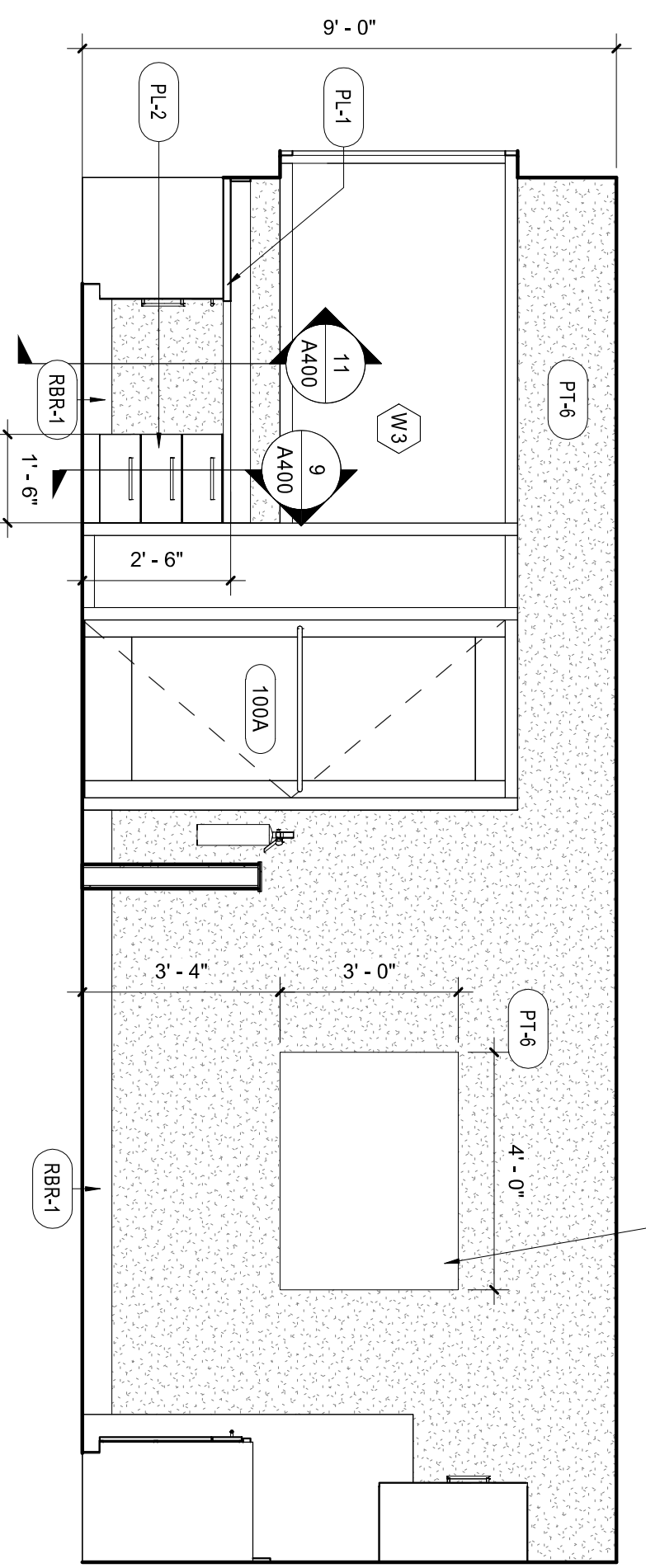
6 BREAKROOM CABINET SECTION
 1" = 1'-0"



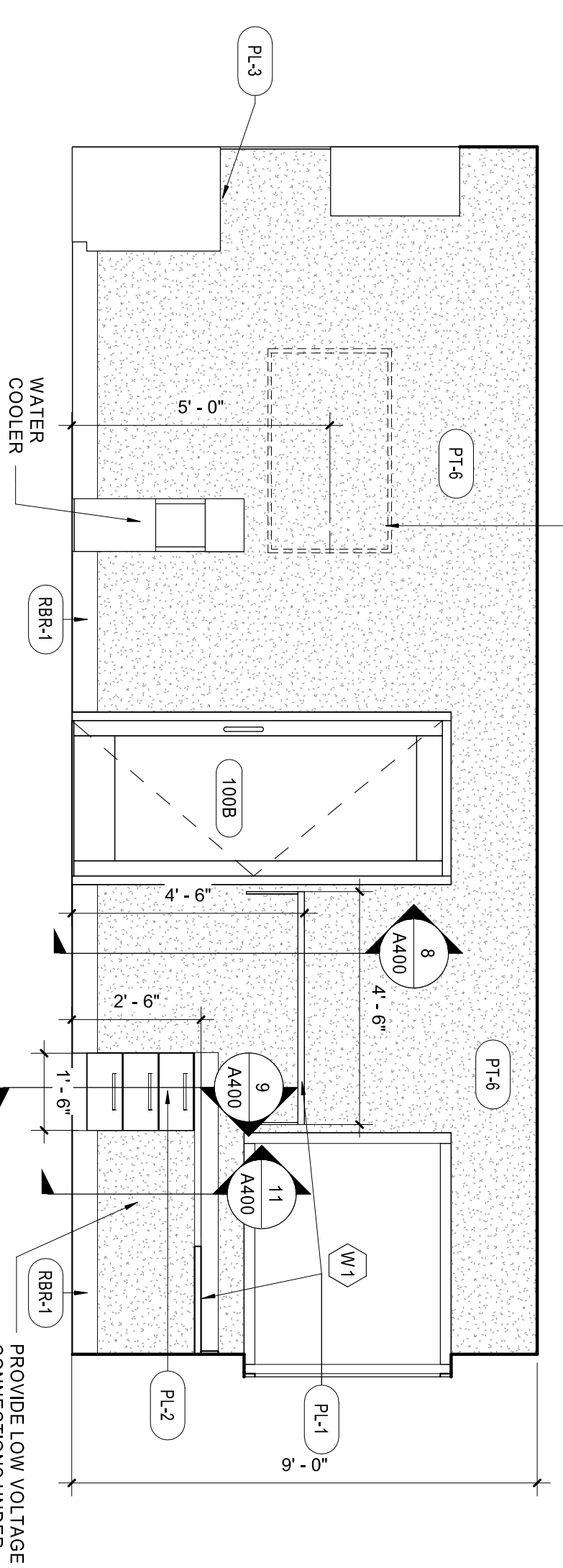
5 INTERIOR ELEVATION - STORAGE
 3/8\"/>



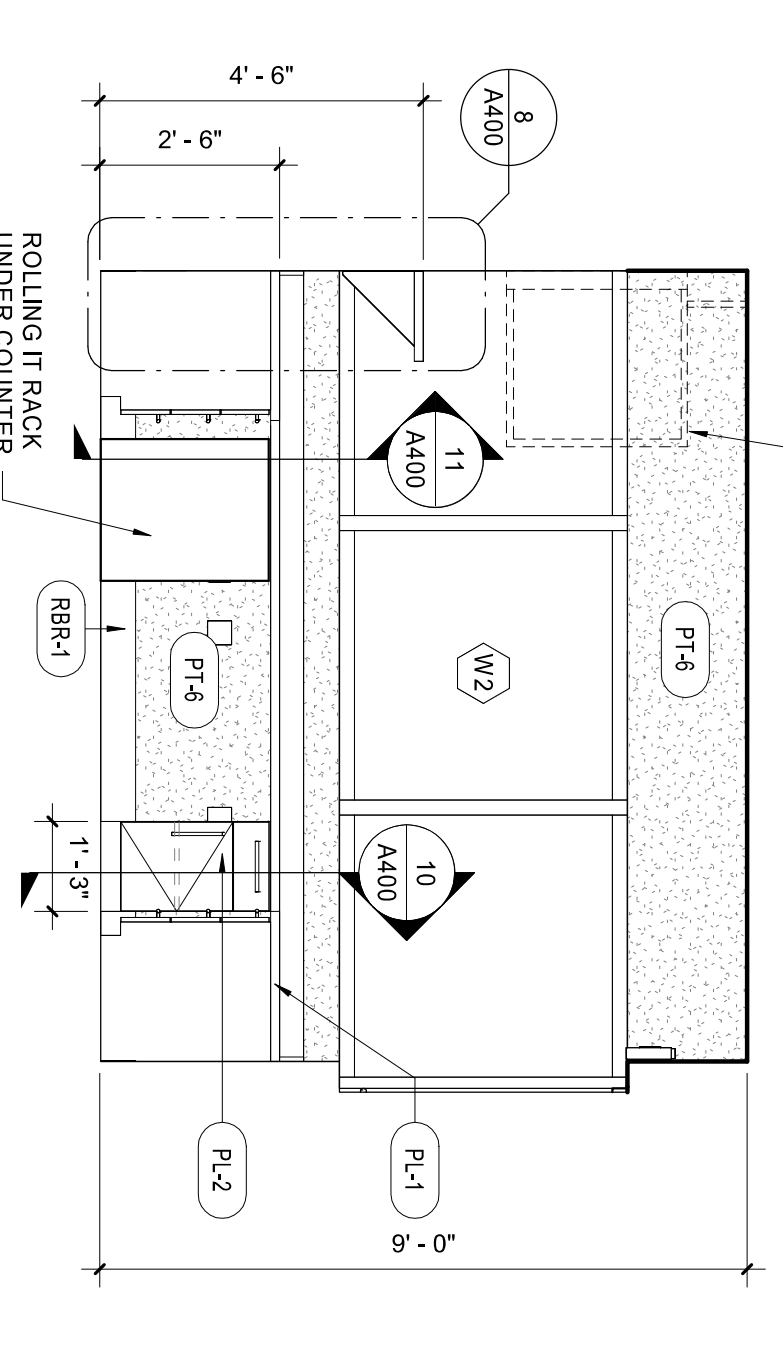
4 INTERIOR ELEVATION - BREAKROOM
 3/8\"/>



3 INTERIOR ELEVATION - OFFICE
 3/8\"/>



2 INTERIOR ELEVATION - OFFICE
 3/8\"/>



1 INTERIOR ELEVATION - OFFICE
 3/8\"/>

CEILING MOUNTED SECURITY SCREEN TO BE INSTALLED TO SUPPORT OF 300LBS FROM CEILING JOISTS. DUPLEX ELECTRICAL OUTLET AND DATA AT RAISED FLOOR LEVEL. WITH DATA SHALL INCLUDE A CAT5 CONNECTION TO THE TMB WITH 20' OF WHIP CABLE. VERIFY REQUIREMENTS WITH OWNERS' VENDOR.

ARCHITECTS
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MILLWORK AND INTERIOR ELEVATIONS

SHEET A400

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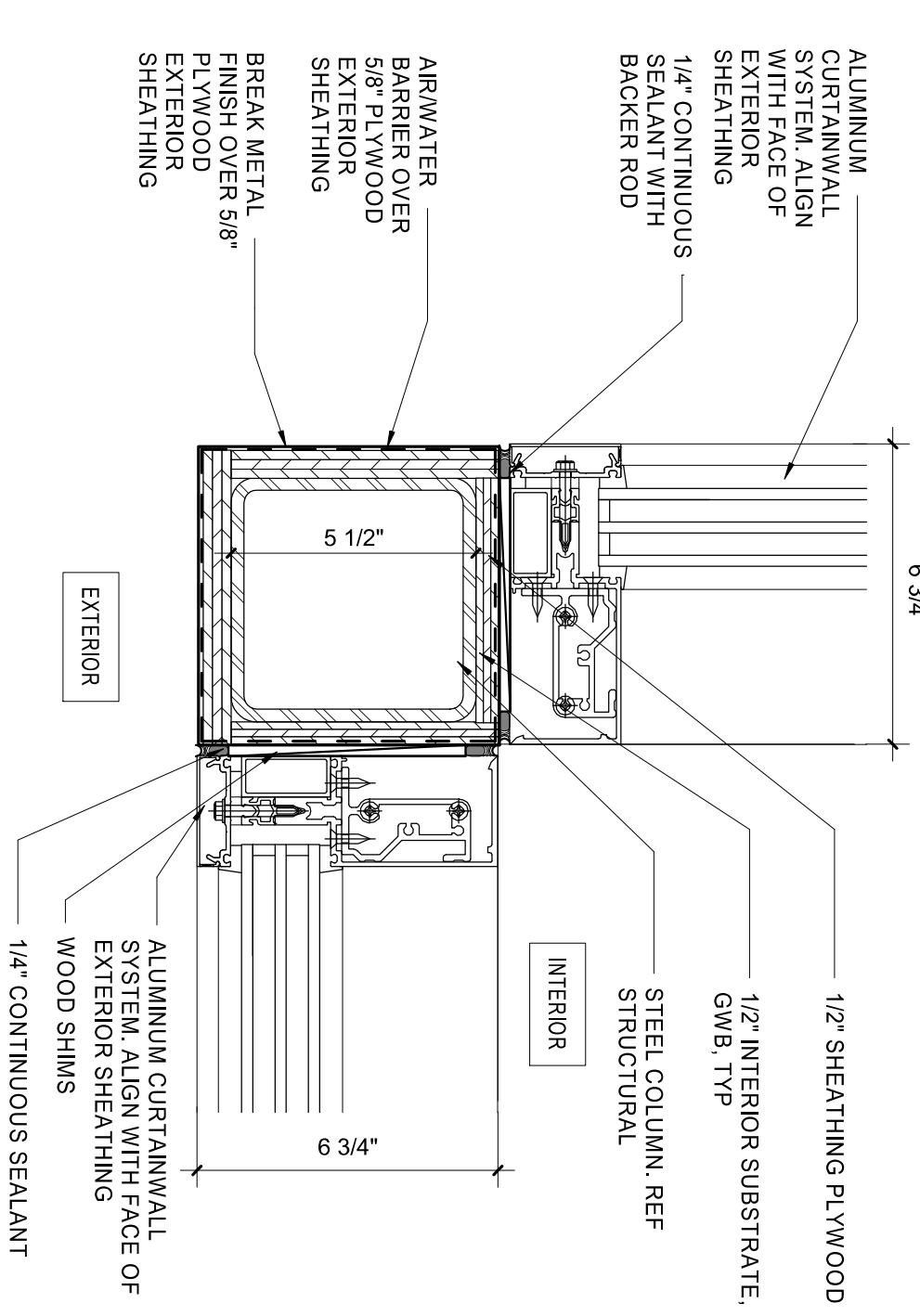
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TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

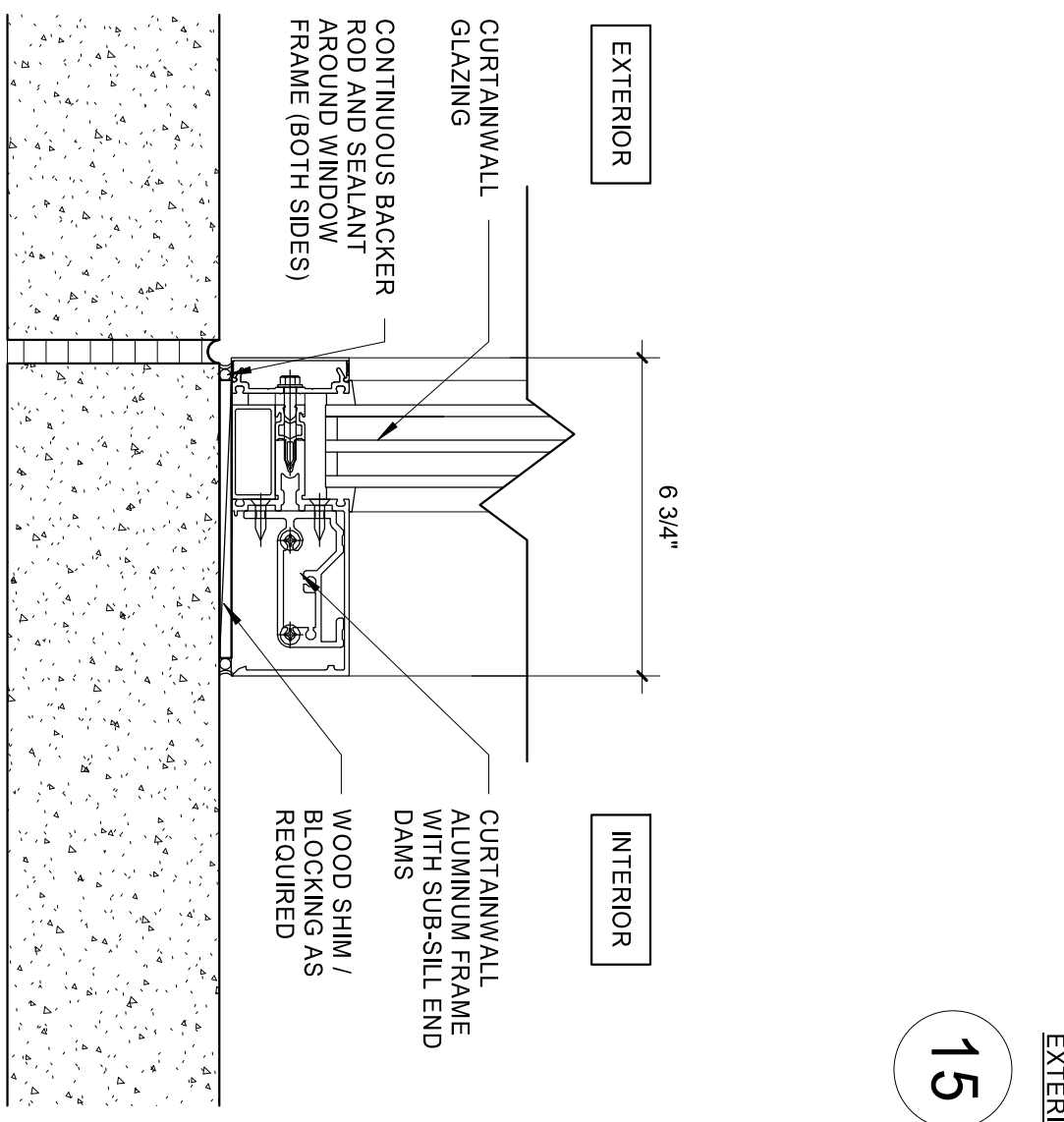
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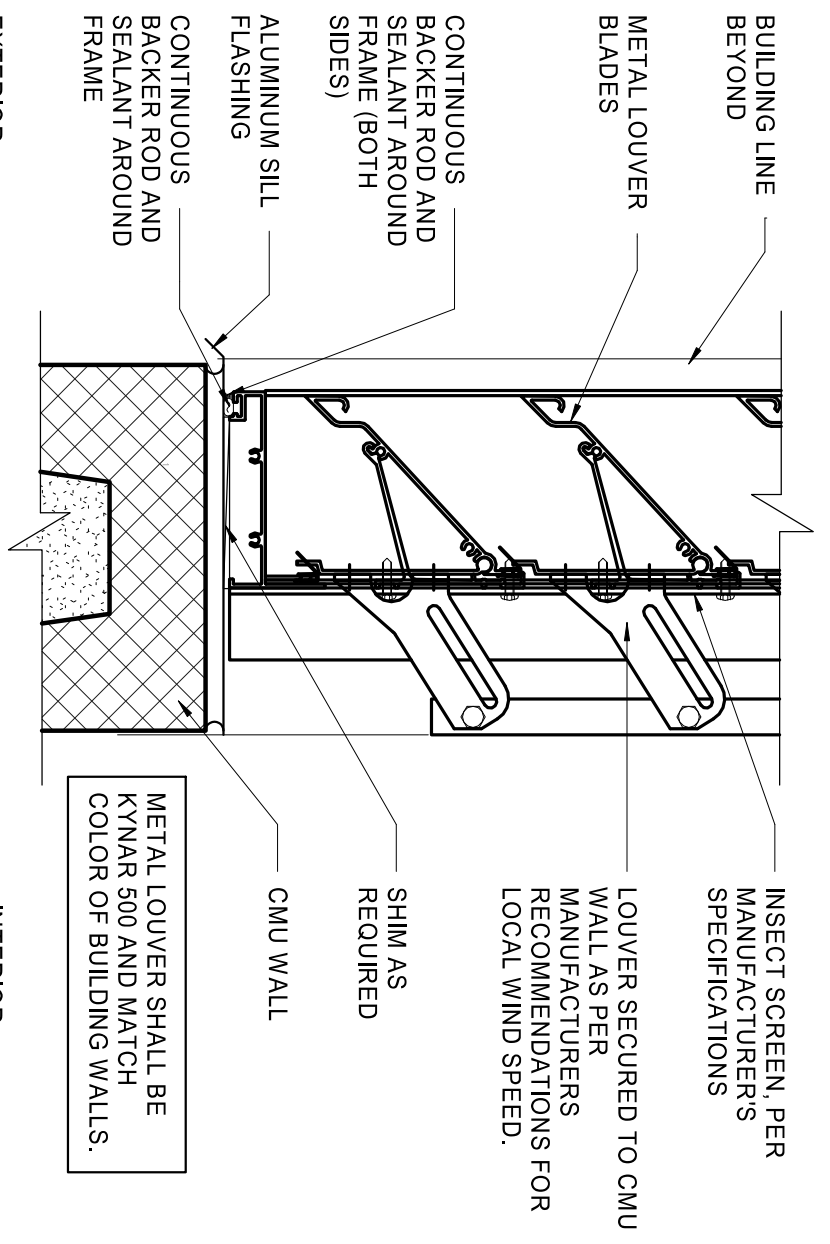
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 2:506-EXTERIOR DETAILS



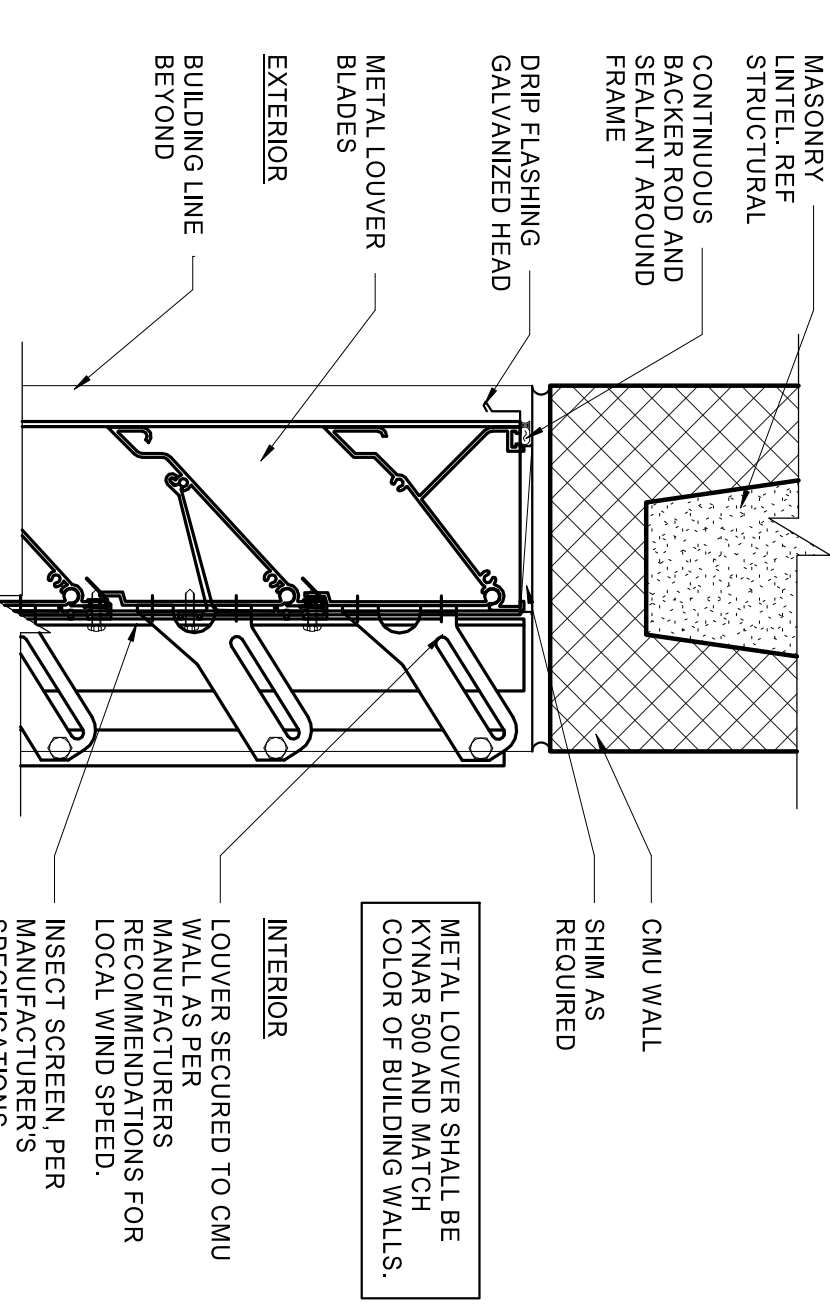
16 CURTAINWALL JAMB AT OUTSIDE CORNER
 3" = 1'-0"



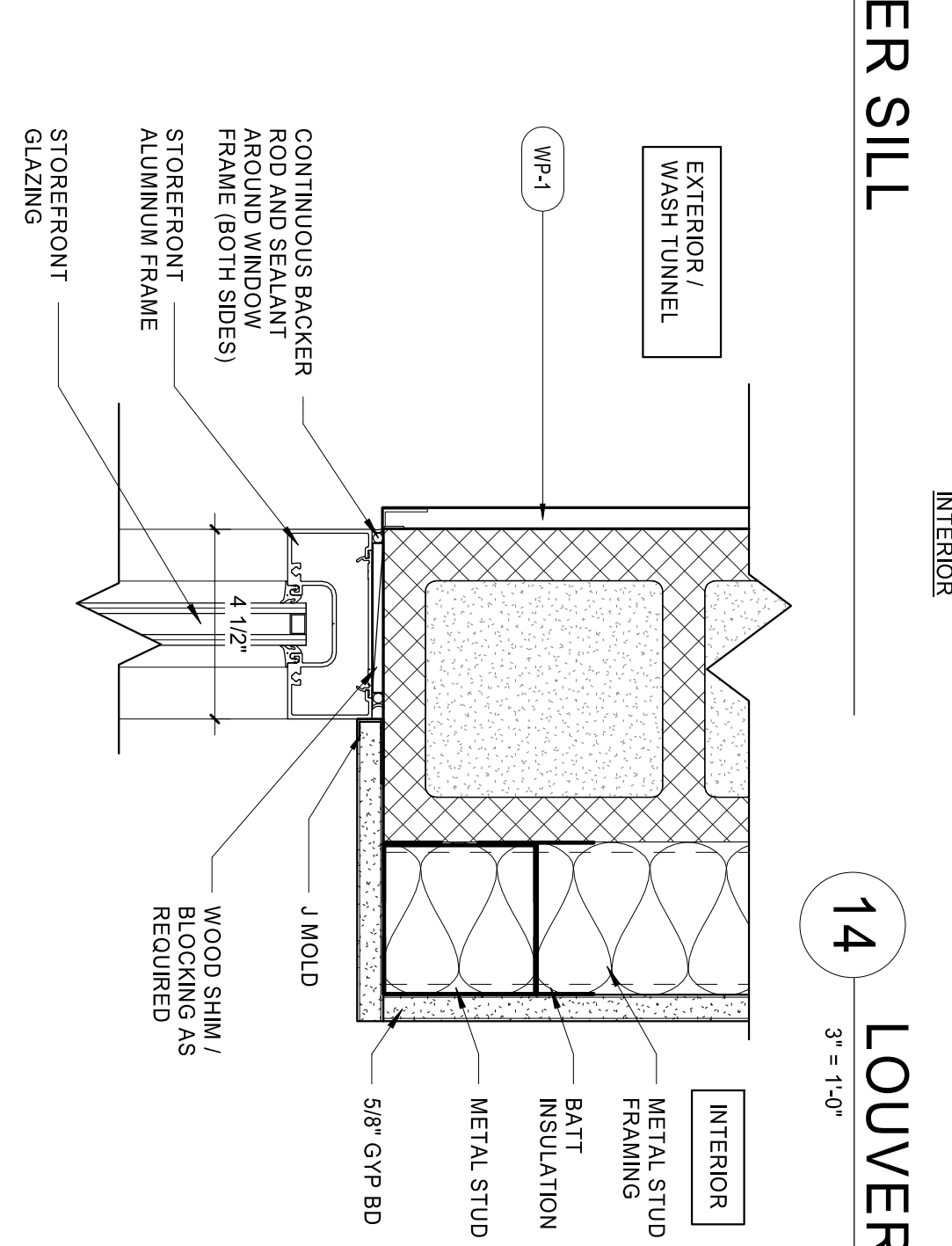
12 CURTAINWALL GLAZING SILL AT SLAB
 3" = 1'-0"



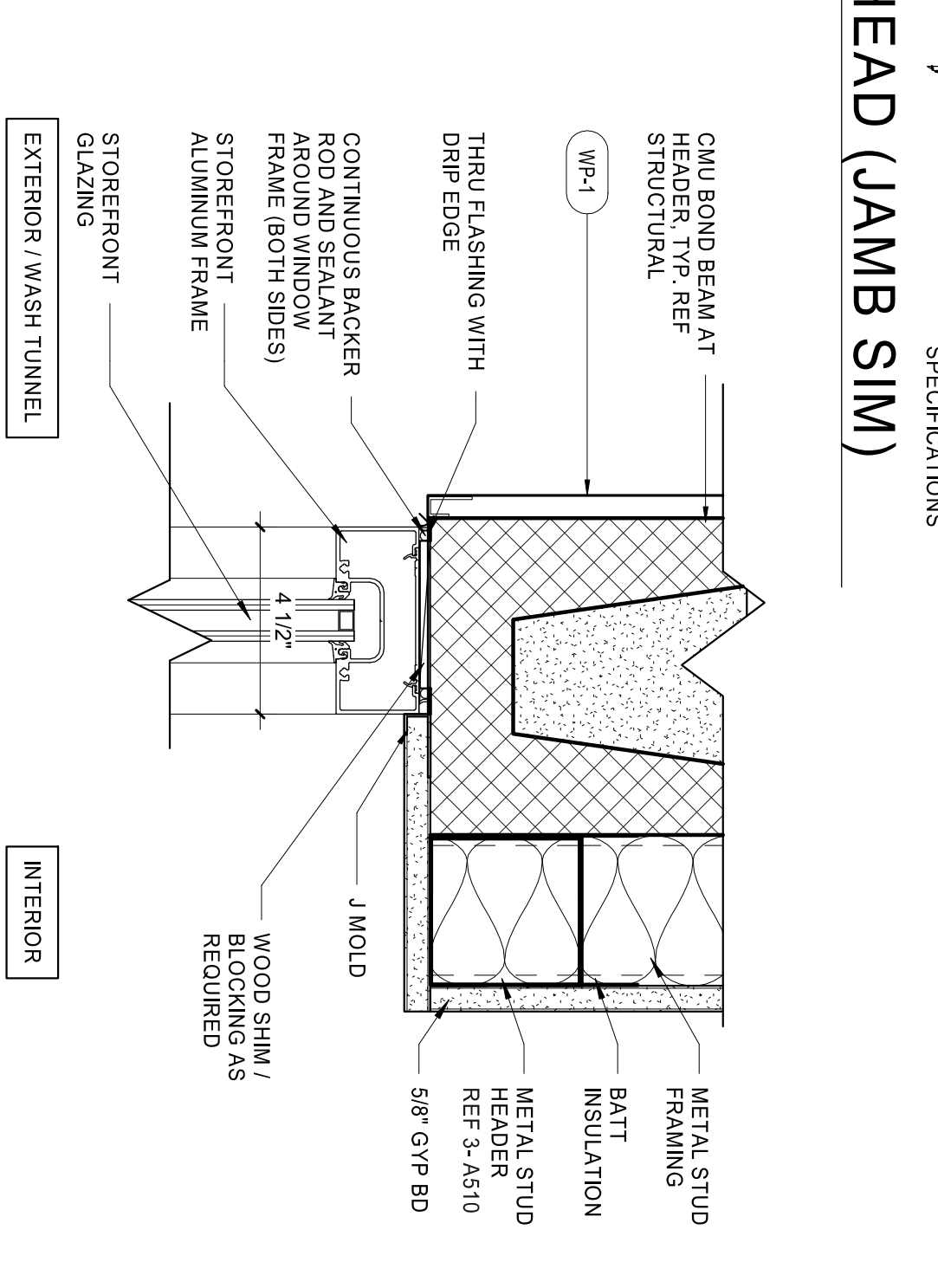
15 LOUVER SILL
 3" = 1'-0"



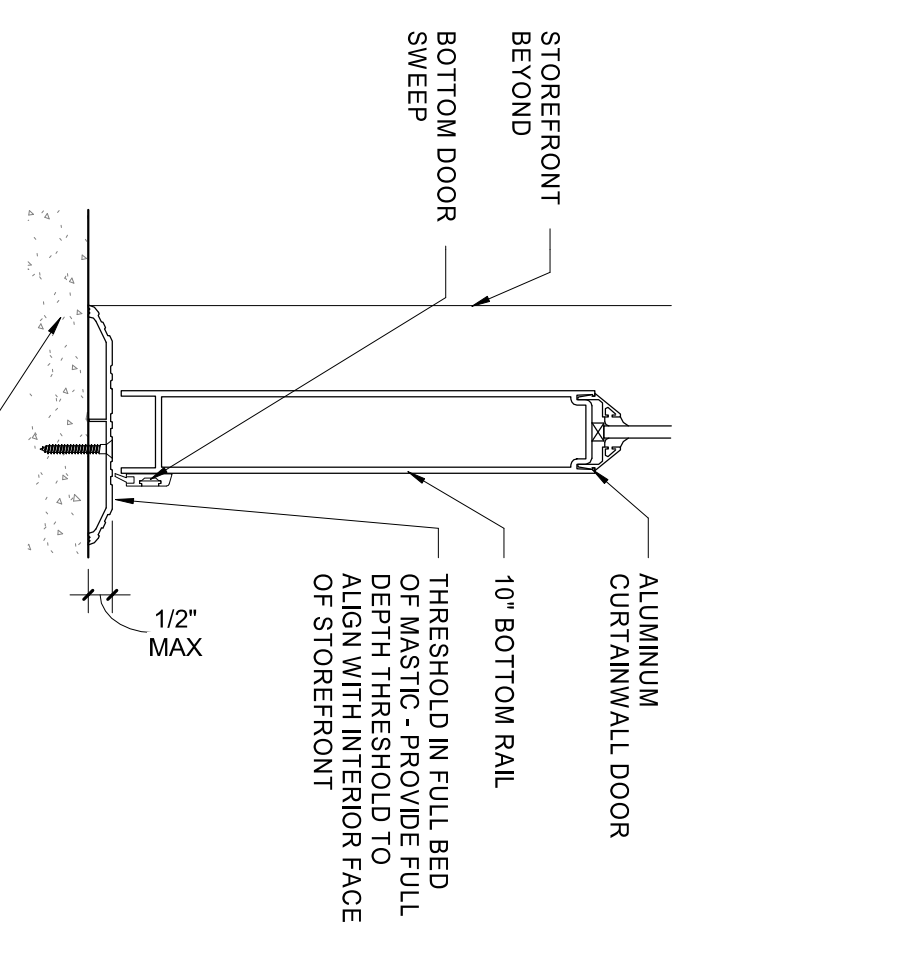
14 LOUVER HEAD (JAMB SIM)
 3" = 1'-0"



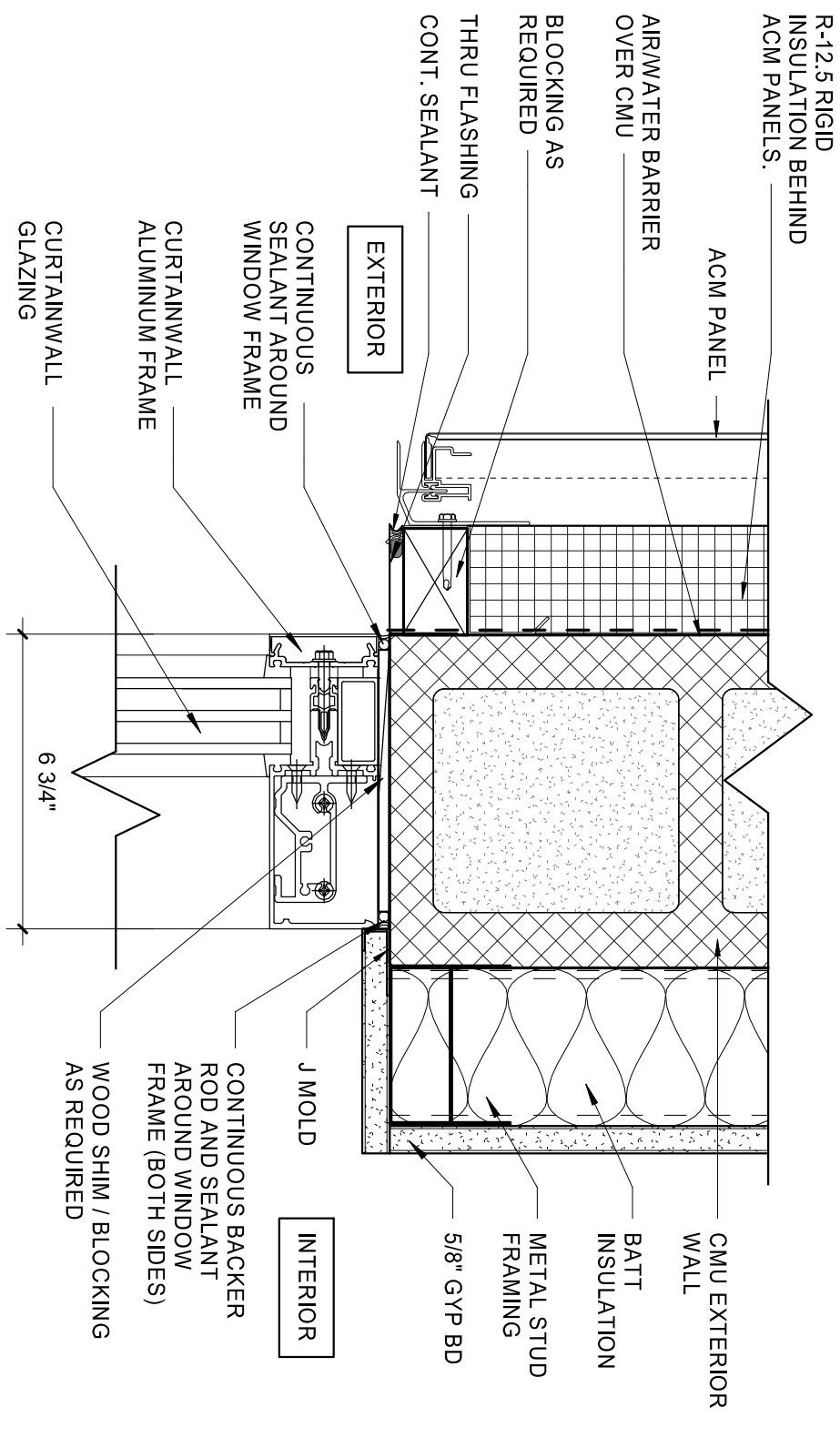
11 INTERIOR STOREFRONT JAMB AT CMU
 3" = 1'-0"



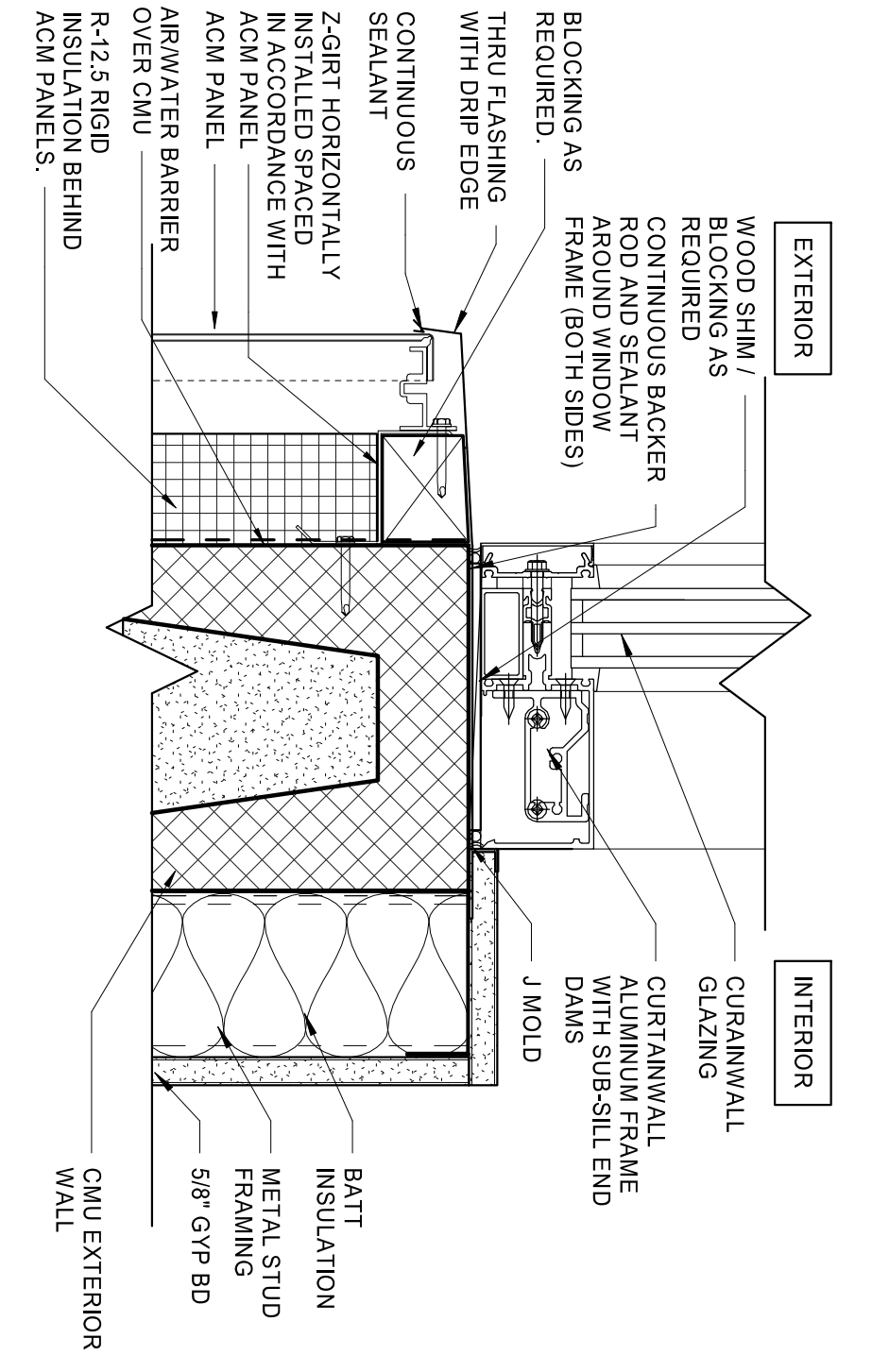
10 INTERIOR STOREFRONT HEADER AT CMU
 3" = 1'-0"



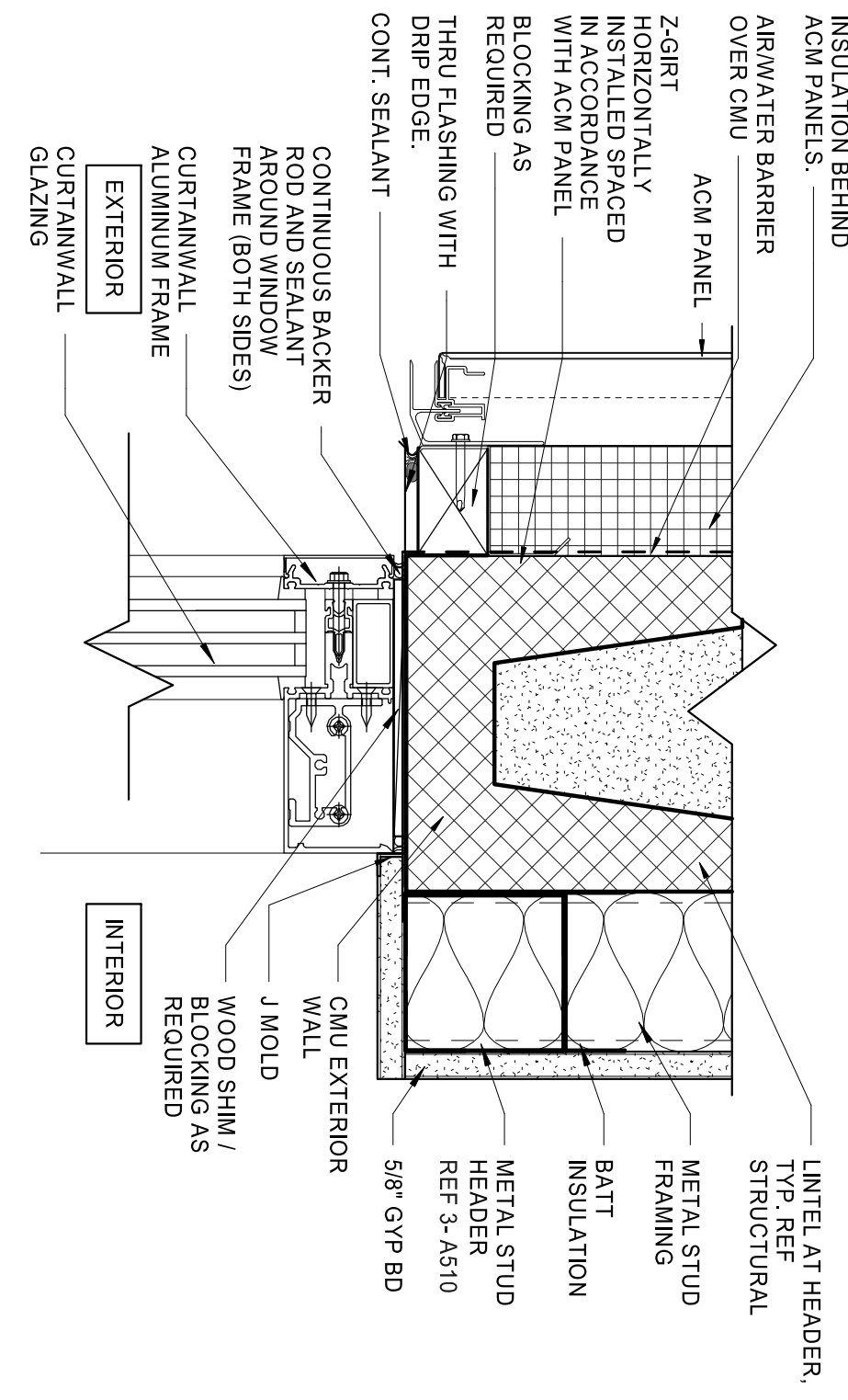
9 THRESHOLD
 3" = 1'-0"



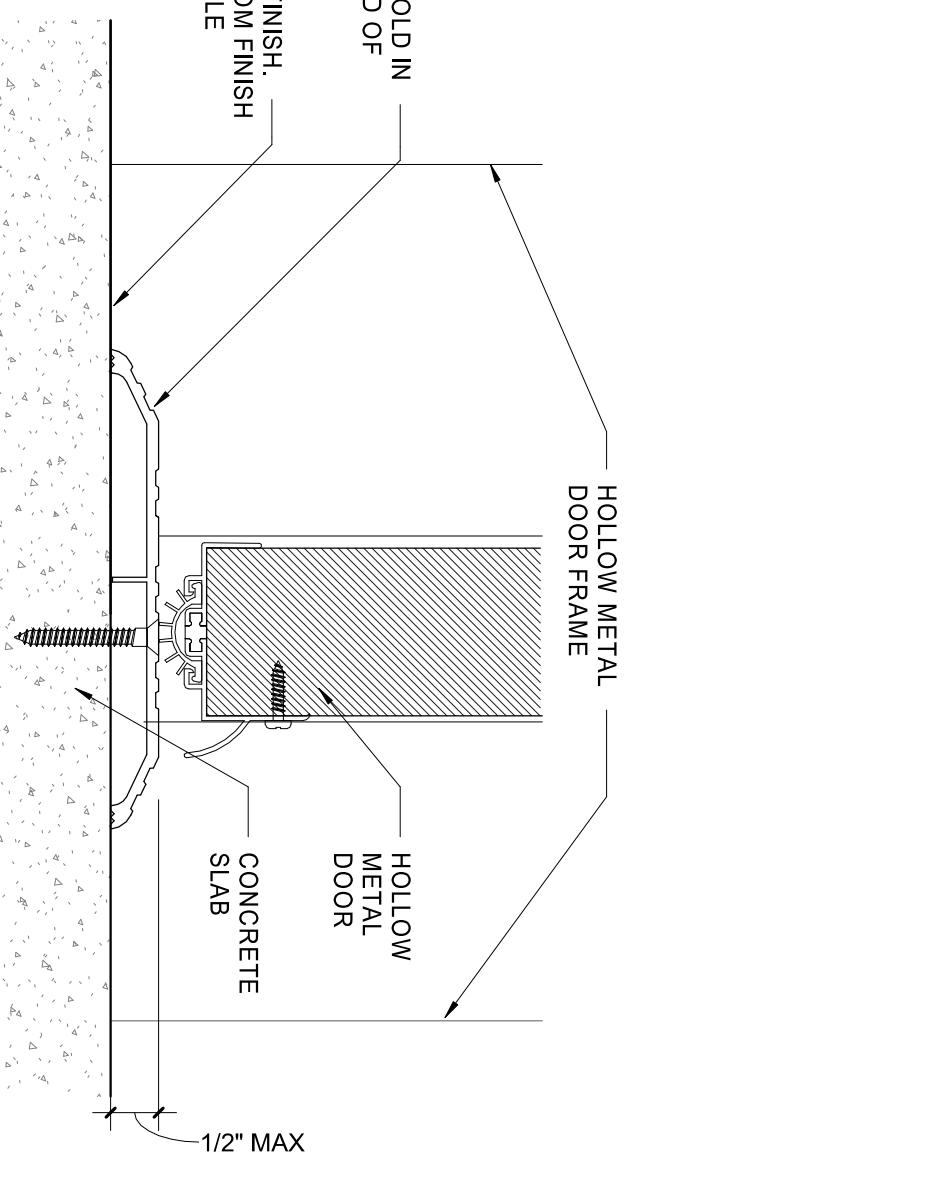
8 CURTAINWALL GLAZING JAMB AT ACM
 3" = 1'-0"



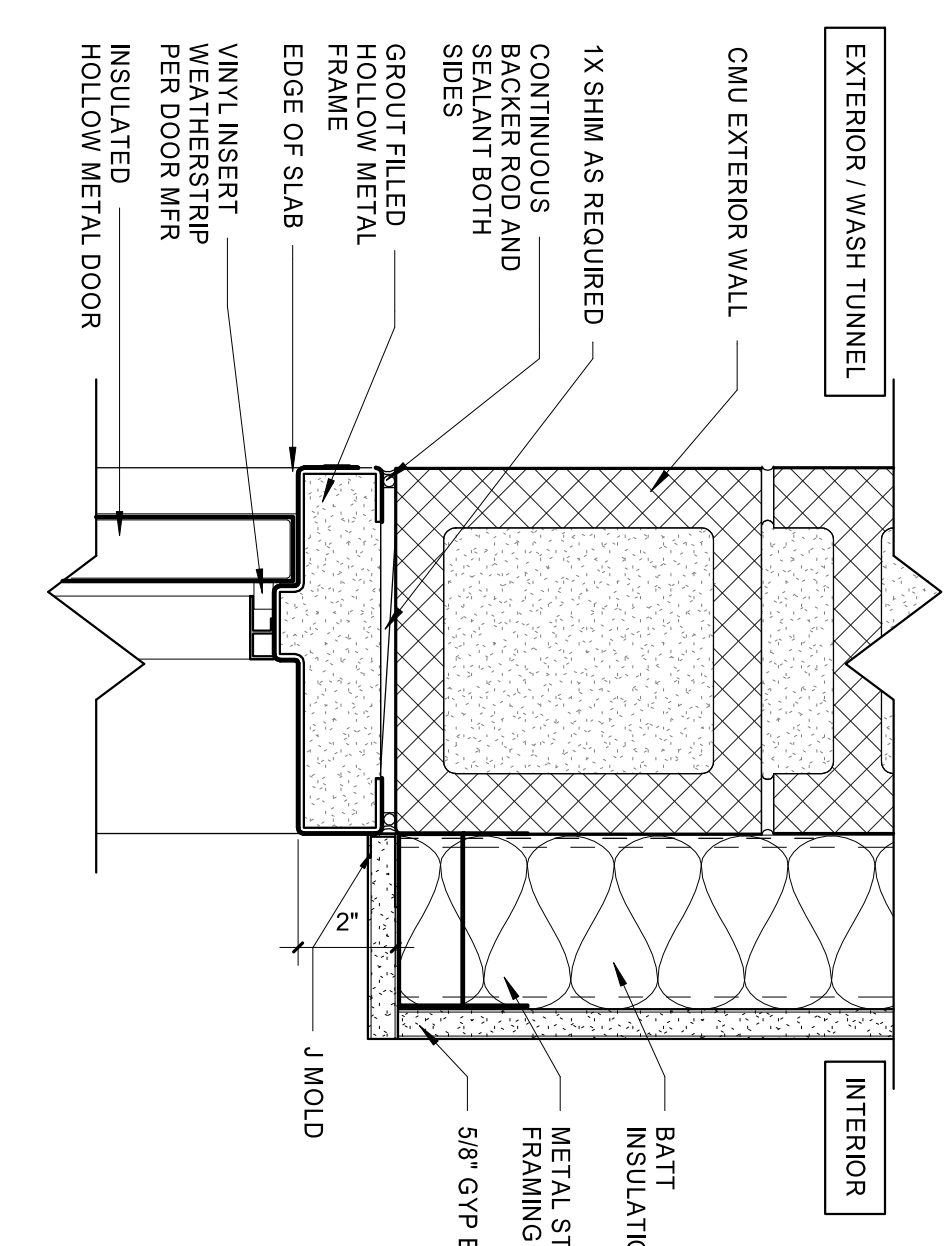
7 CURTAINWALL GLAZING SILL AT ACM
 3" = 1'-0"



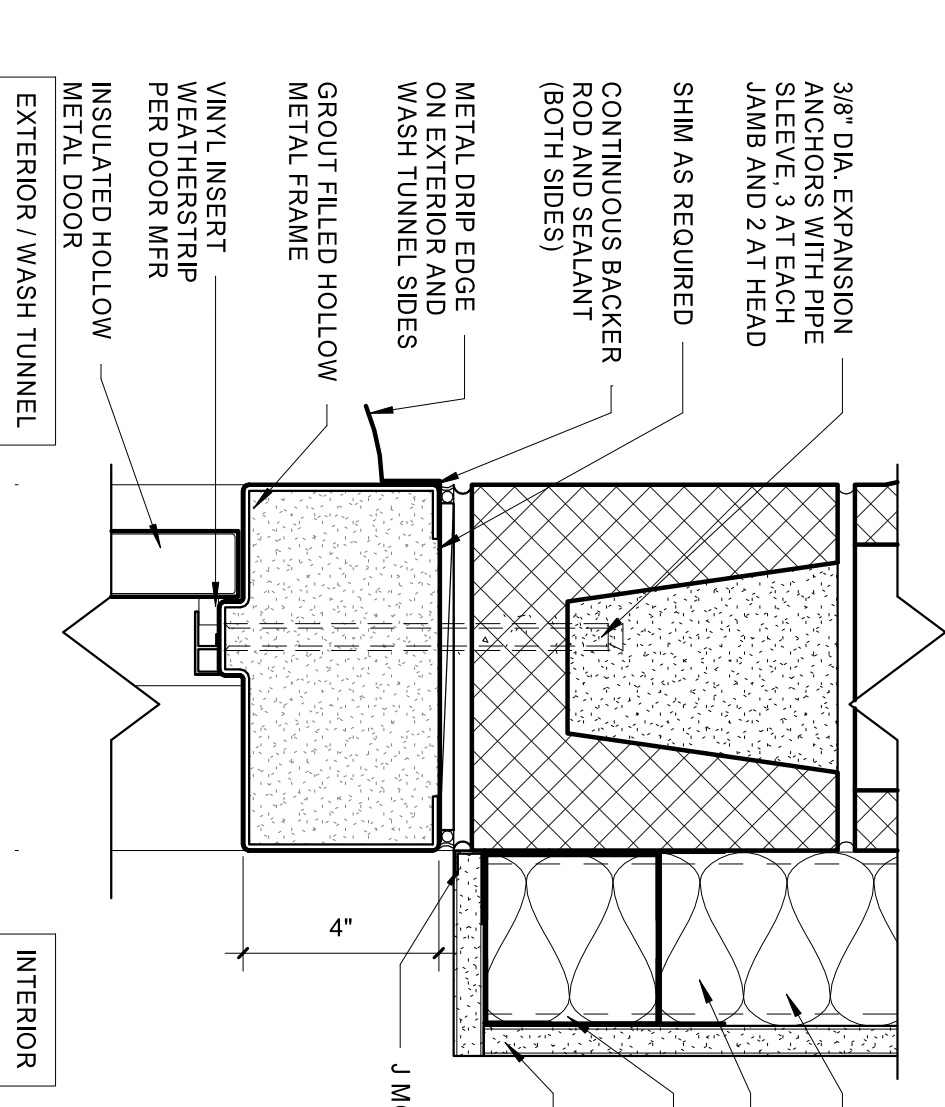
6 CURTAINWALL GLAZING HEADER AT ACM
 3" = 1'-0"



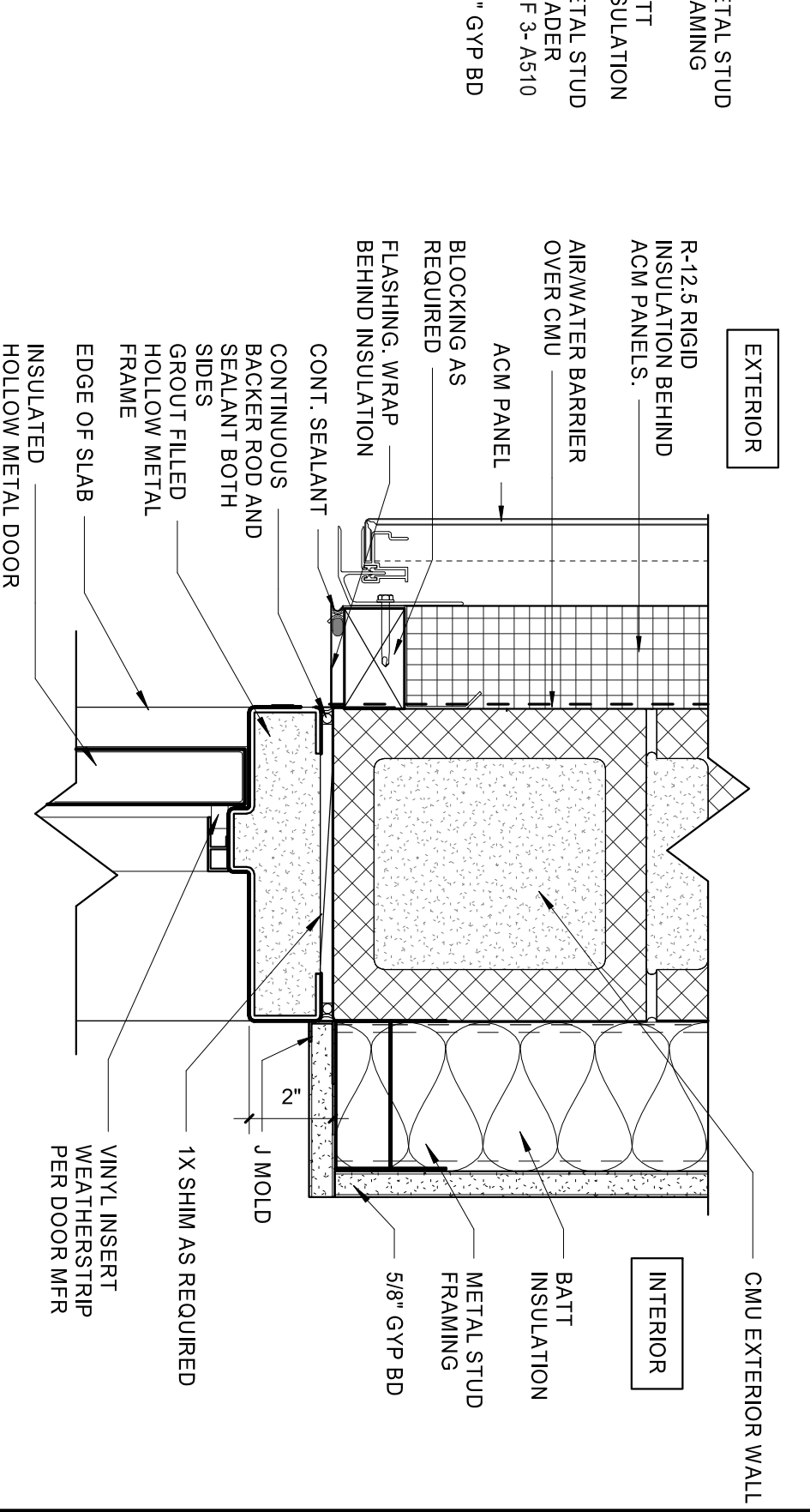
5 THRESHOLD (HOLLOW METAL DOOR)
 6" = 1'-0"



4 JAMB DETAIL AT CMU
 3" = 1'-0"



3 HEAD DETAIL AT CMU
 3" = 1'-0"



1 JAMB DETAIL AT CMU
 3" = 1'-0"

- GENERAL NOTES**
1. SEALANT AT STOREFRONT FRAME SHALL BE CLEAN
 2. SEALANT AT ALL EIFS SHALL MATCH ADJACENT EIFS COLOR
 3. GC SHALL REFER TO PROVIDE EIFS DETAILS AND SPECS FOR ADDITIONAL INSTALLATION INFORMATION.
 4. PROVIDE DRAINAGE SYSTEM FOR ALL EIFS FINISH PER DRAINAGE PERSONNEL.
 5. SEALANT AT ALL ACM PANELS TO MATCH ADJACENT PANEL COLOR.

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TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

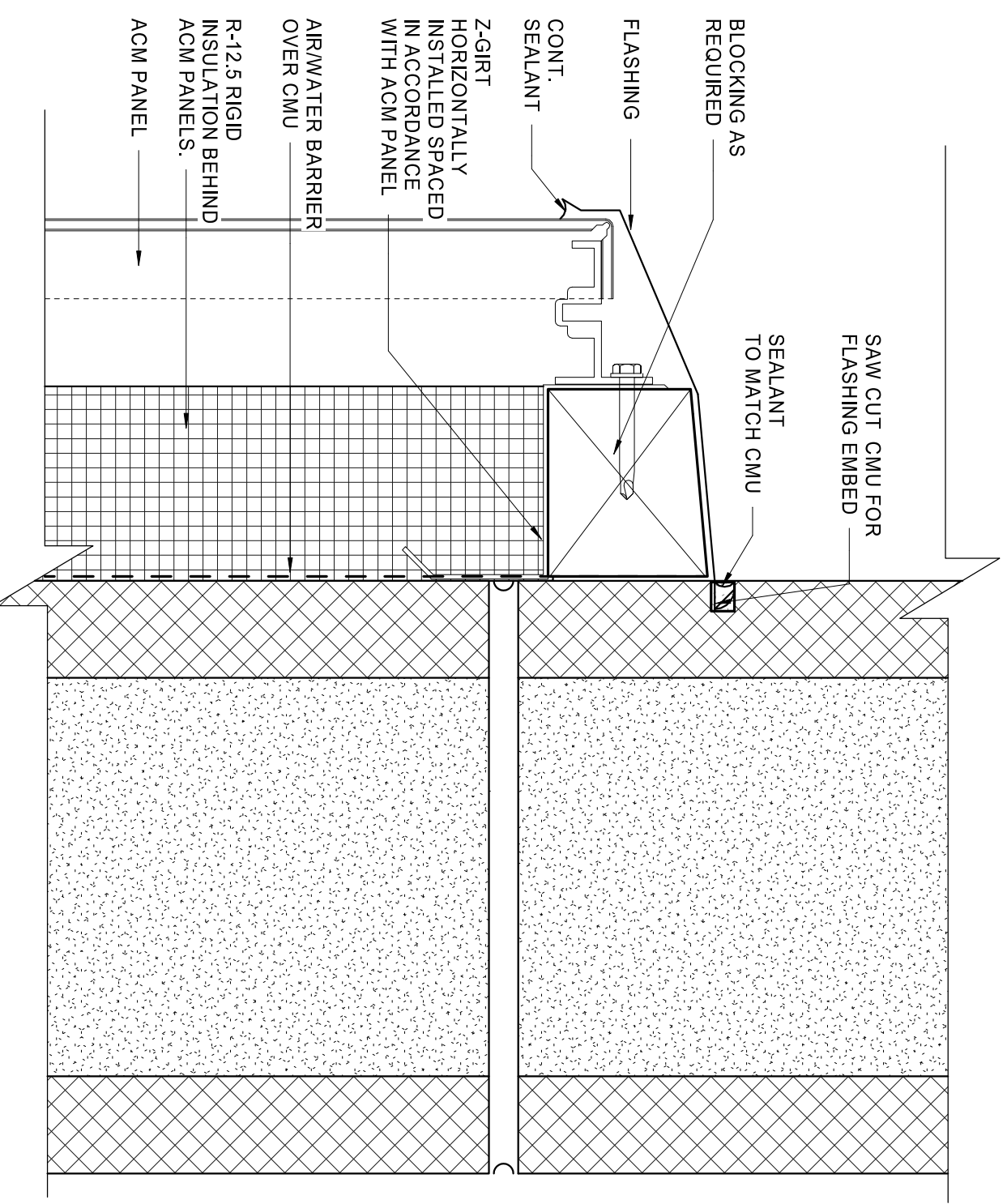
ISSUE BLOCK	PERMIT	DATE
		01/10/24

CHECKED BY: JMC
 DRAWN BY: MND
 DOCUMENT DATE: 01/10/24

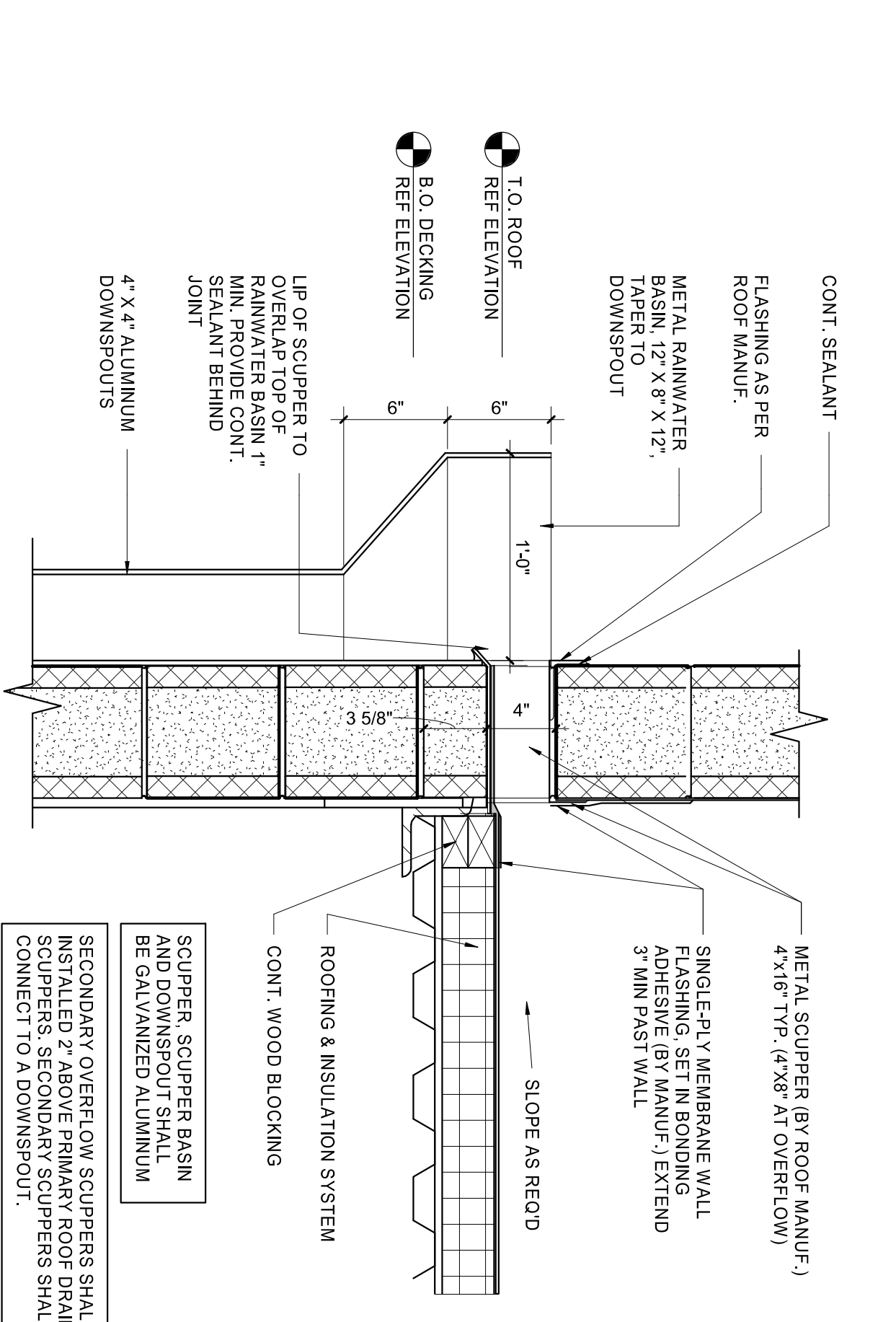
ARCHITECTS
 I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota
 Print Name: JAMES EDWARD MANN
 Signature: [Signature]
 Date: 2/26/24 01:10
 14-49-37-0600 License # 55742

EXTERIOR DETAILS
 SHEET
 A500

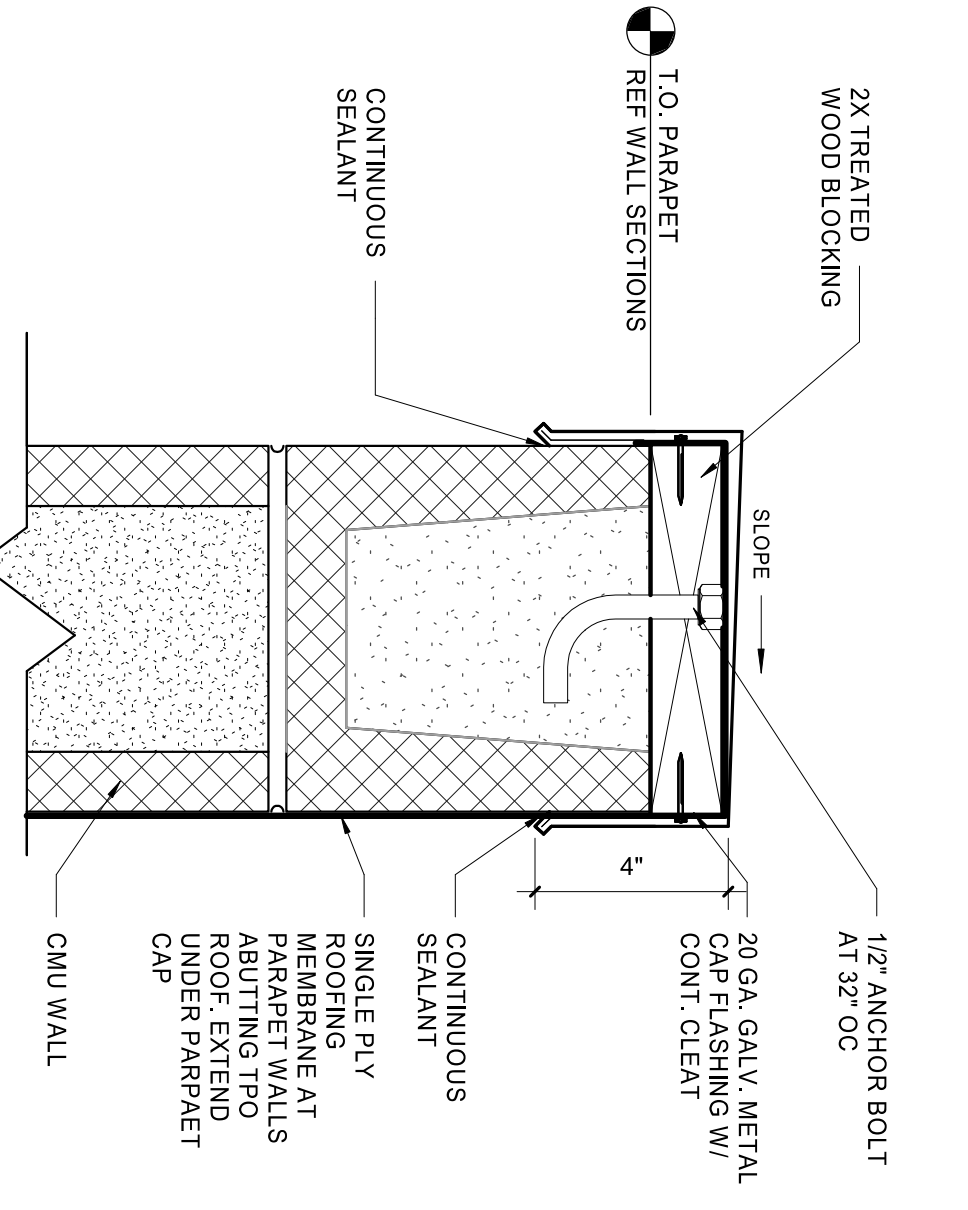
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 A501-EXTERIOR DETAILS



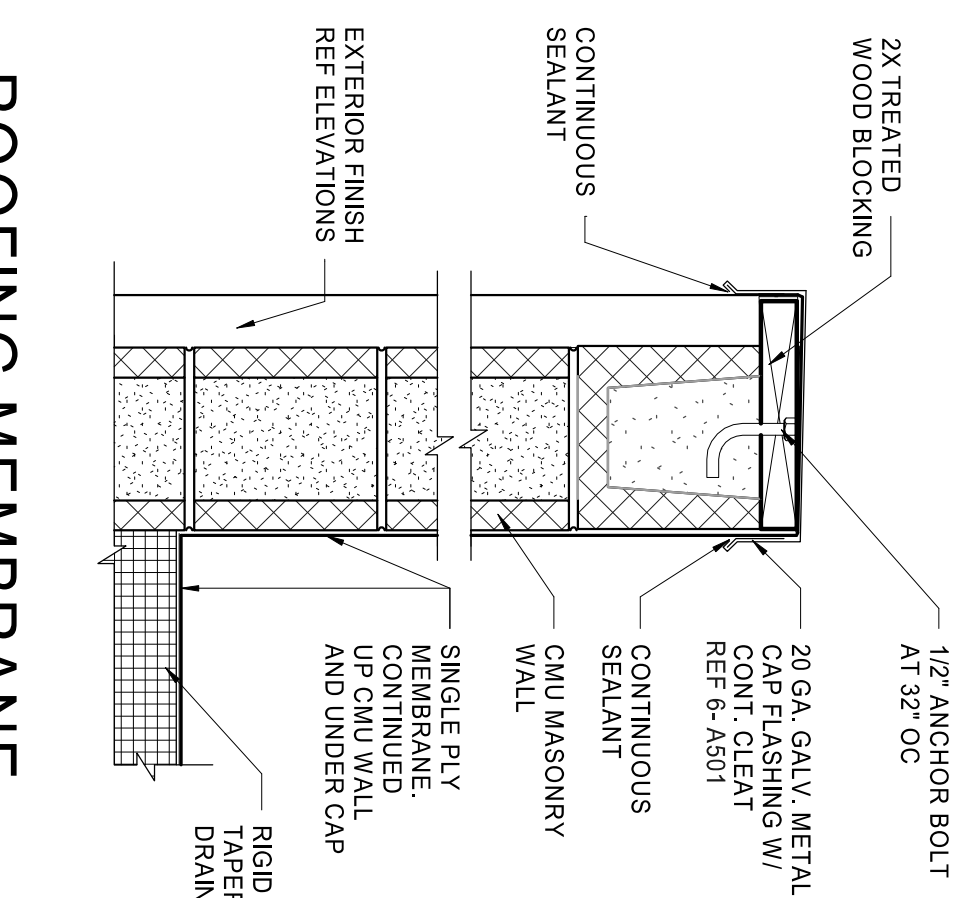
11 ACM TERMINATION DETAIL
 6" = 1'-0"



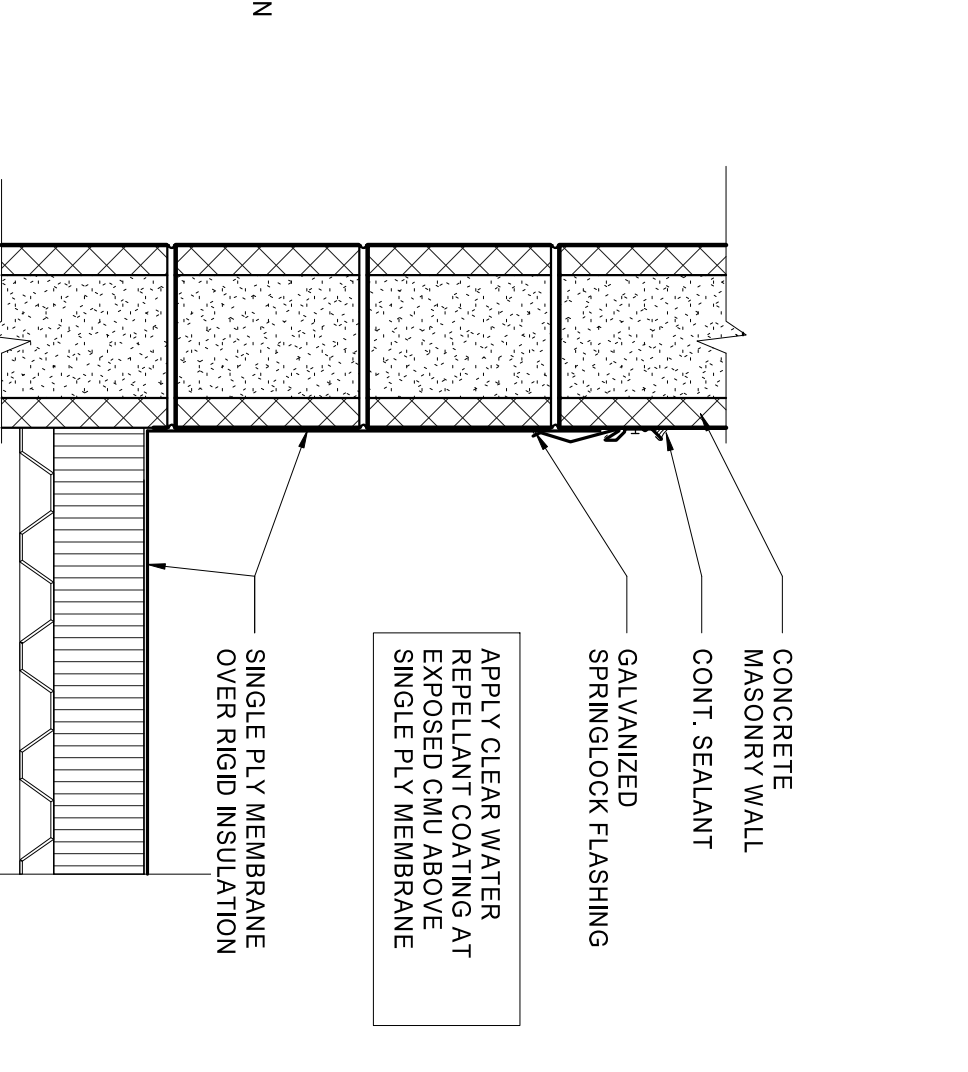
10 ROOF SCUPPER DETAIL
 1 1/2" = 1'-0"



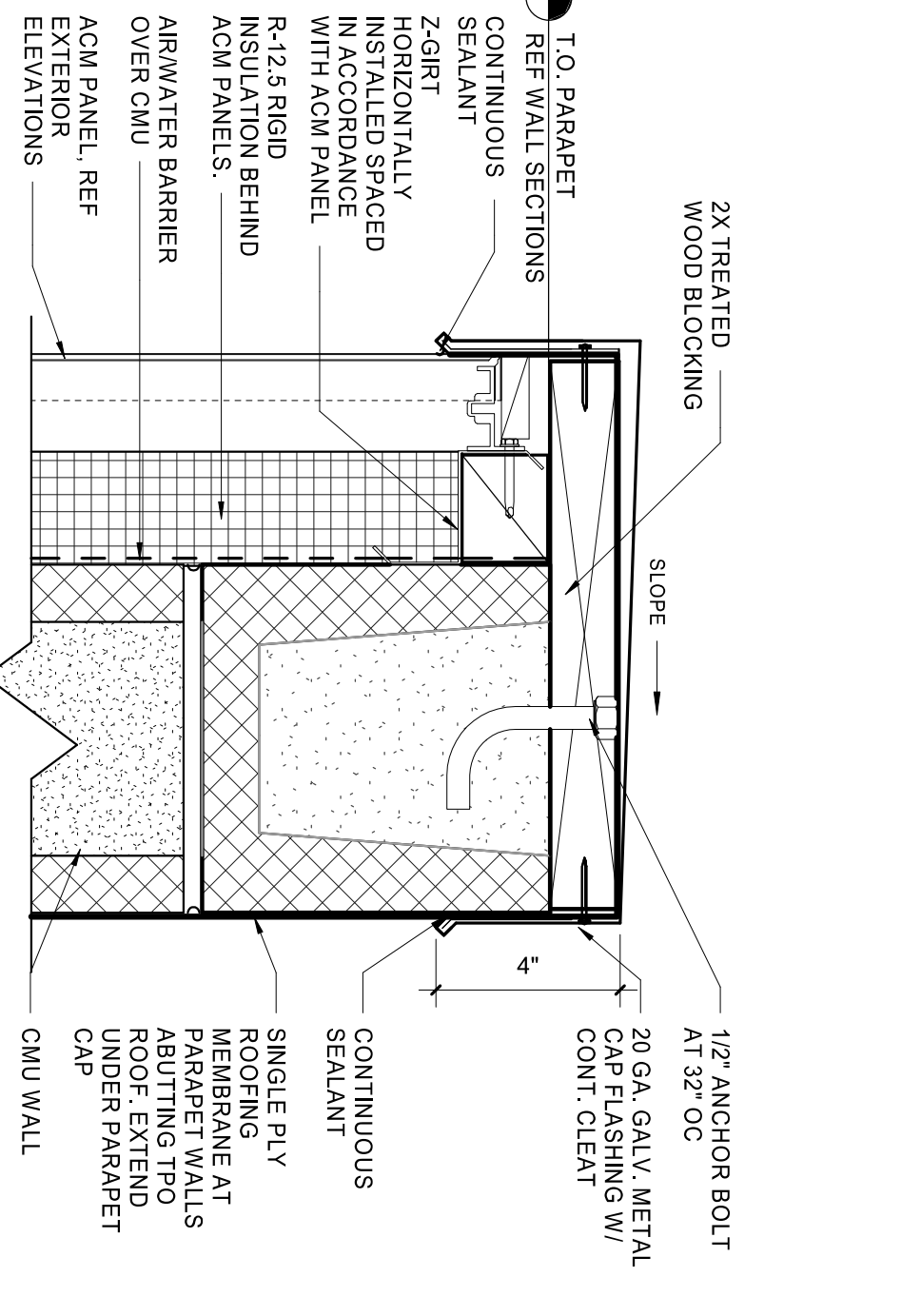
9 PARAPET CAP CMU
 3" = 1'-0"



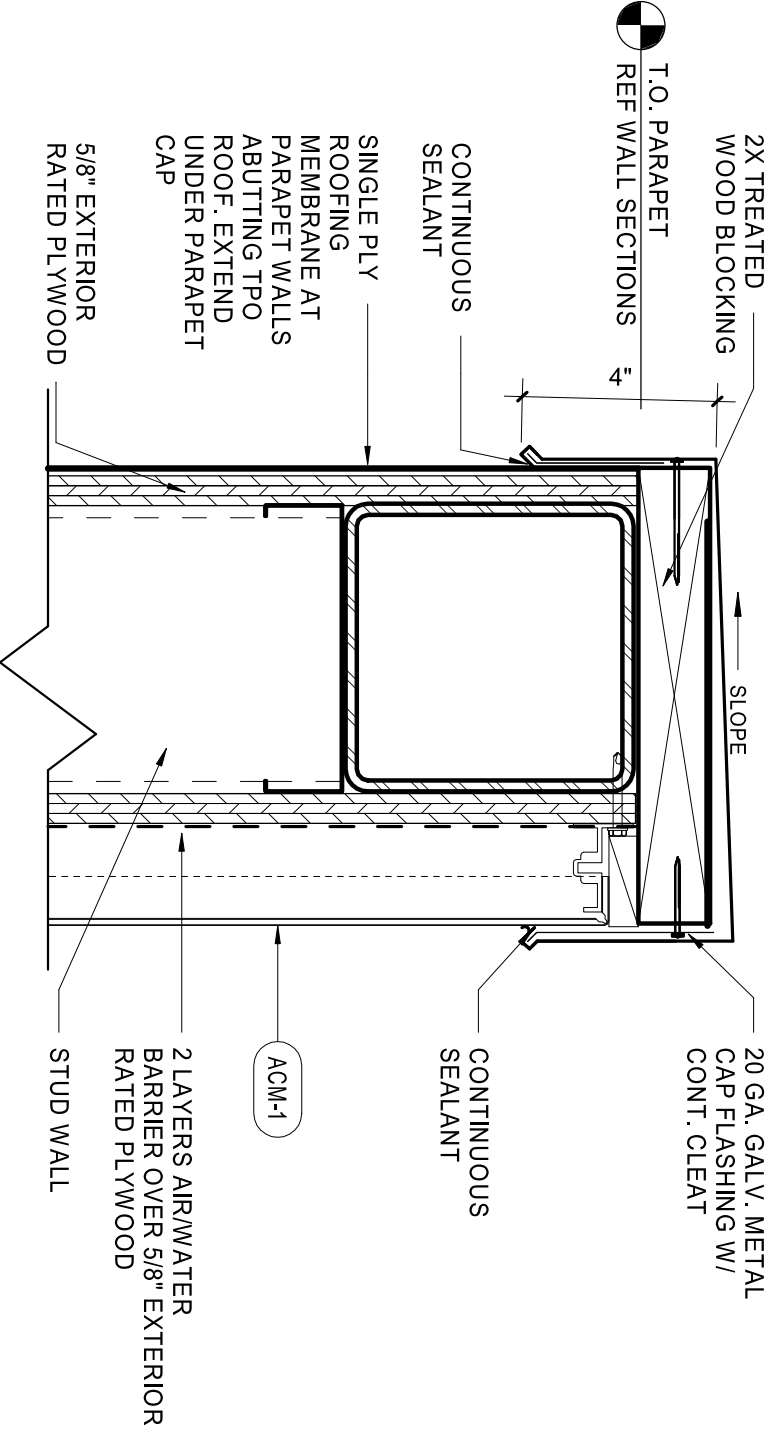
8 ROOFING MEMBRANE AT PARAPET WALL
 1 1/2" = 1'-0"



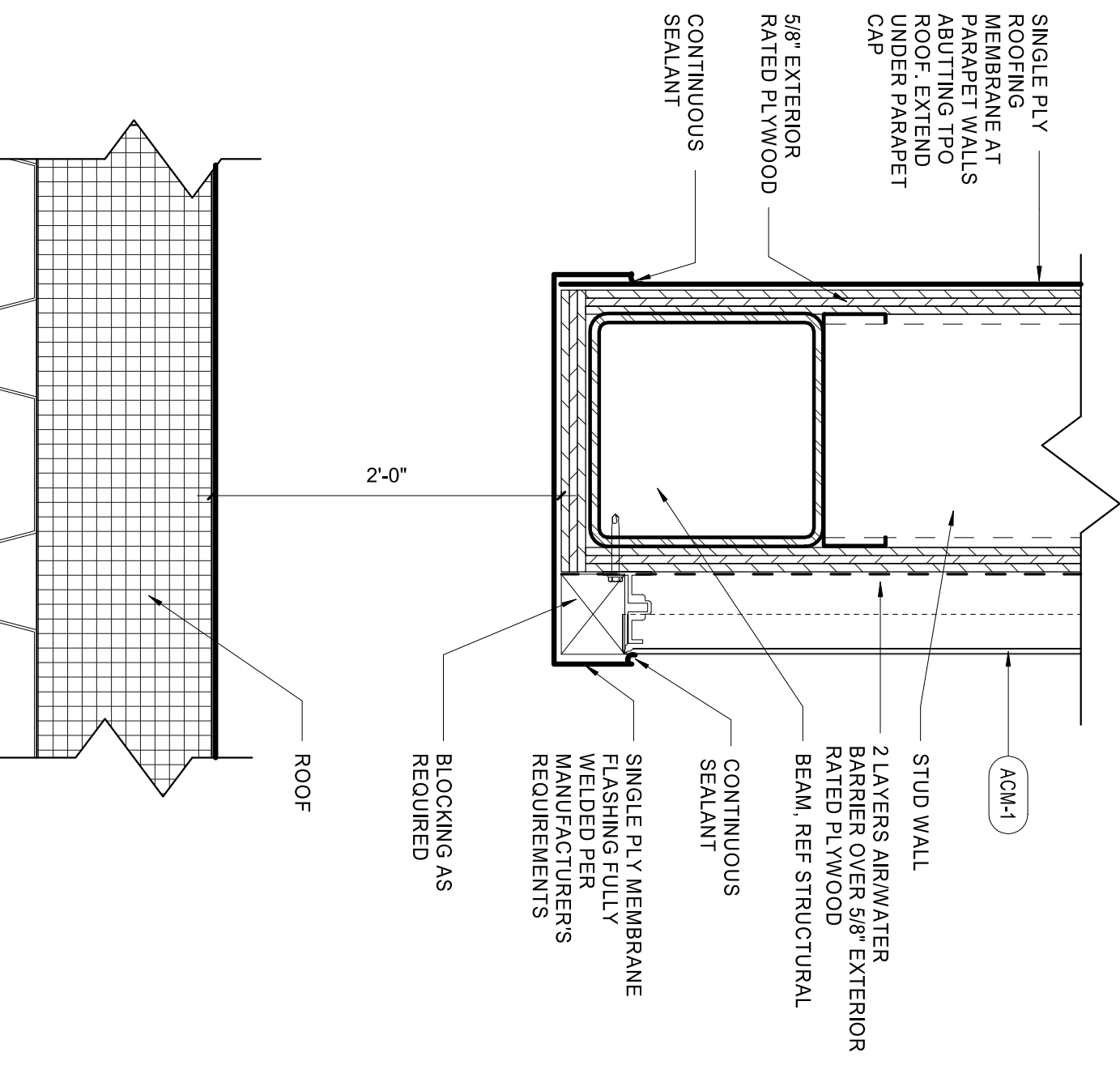
7 PARAPET FLASHING DETAIL
 1 1/2" = 1'-0"



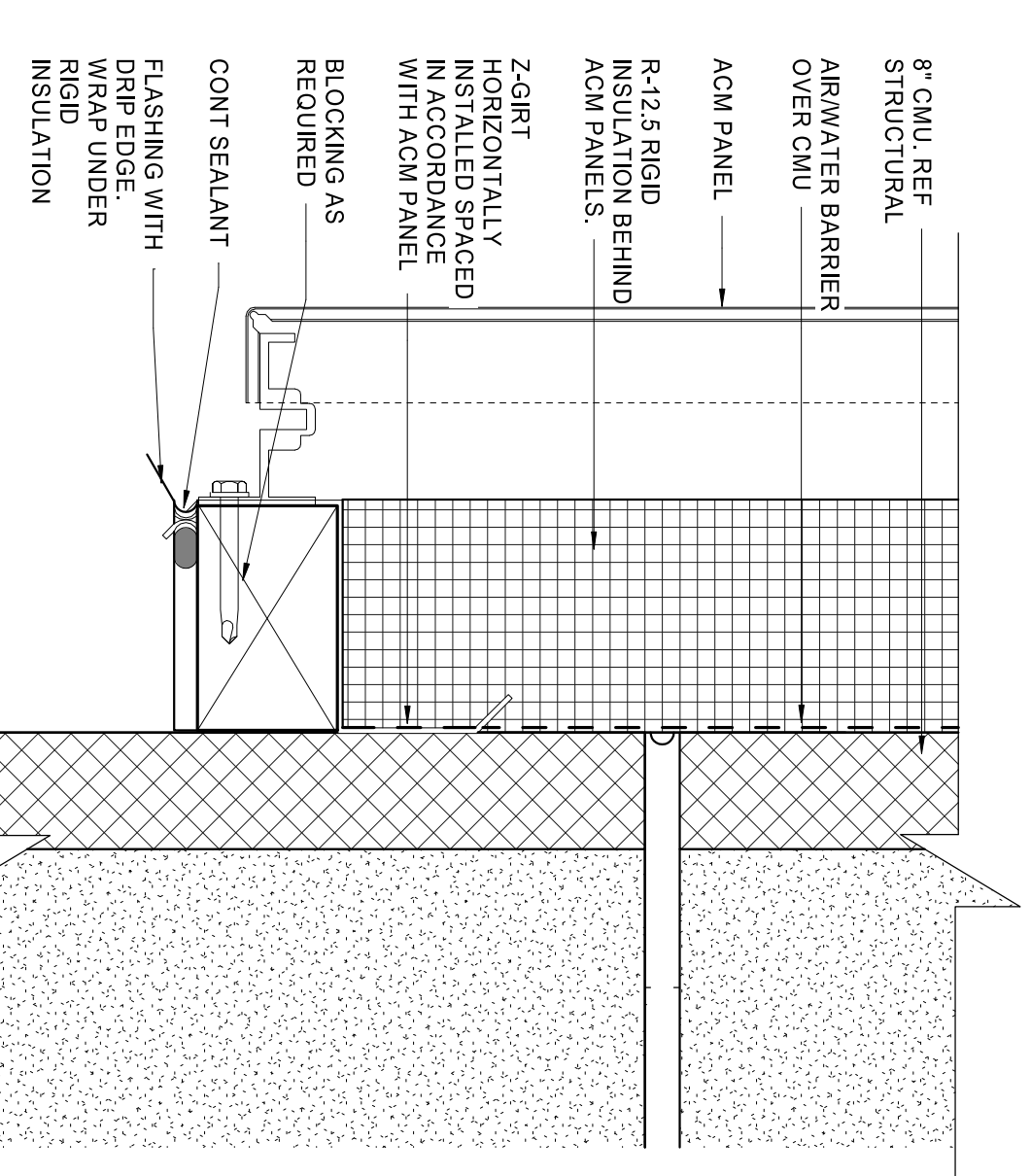
6 PARAPET CAP
 3" = 1'-0"



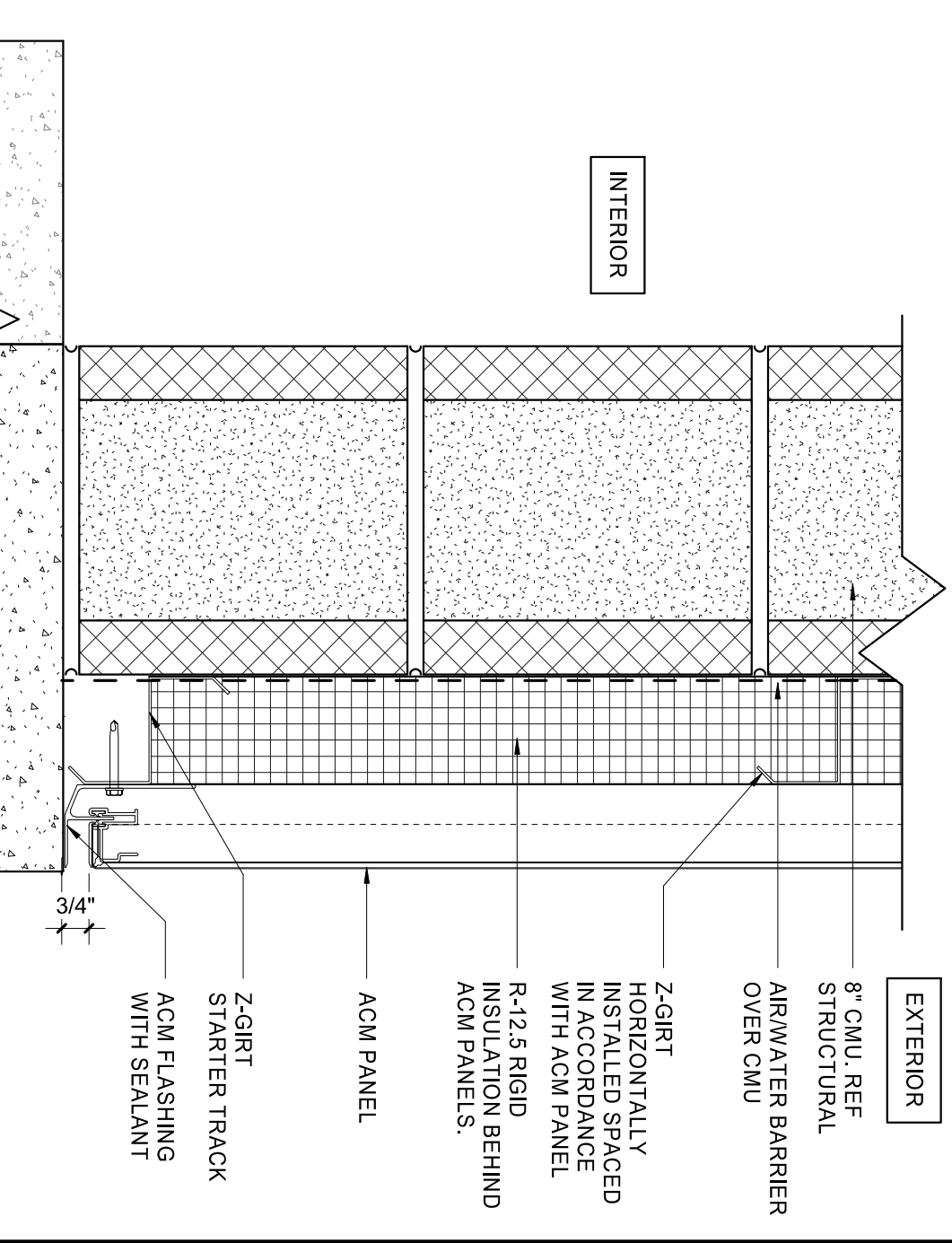
4 PARAPET CAP AT STUD WALL
 3" = 1'-0"



3 B.O. PARAPET AT TOWER
 3" = 1'-0"



2 ACM AT BASE
 6" = 1'-0"



1 ACM AT BASE
 3" = 1'-0"

- GENERAL NOTES**
1. SEALANT AT STOREFRONT FRAME SHALL BE CLEAR
 2. SEALANT AT ALL EFS SHALL MATCH ADJACENT EFS COLOR
 3. GC SHALL REFER TO DRYVIT EFS DETAILS AND SPECS FOR ADDITIONAL INSTALLATION INFORMATION
 4. PROVIDE DRAINAGE SYSTEM FOR ALL EFS FINISH PER MANUFACTURER'S SPECIFICATIONS AVERAGE MIN DRAINAGE PER ASTM
 5. SEALANT AT ALL ACM PANELS TO MATCH ADJACENT PANEL COLOR

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 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	DATE
	01/10/24	

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DRAWN BY:	MND
DOCUMENT DATE:	01/10/24

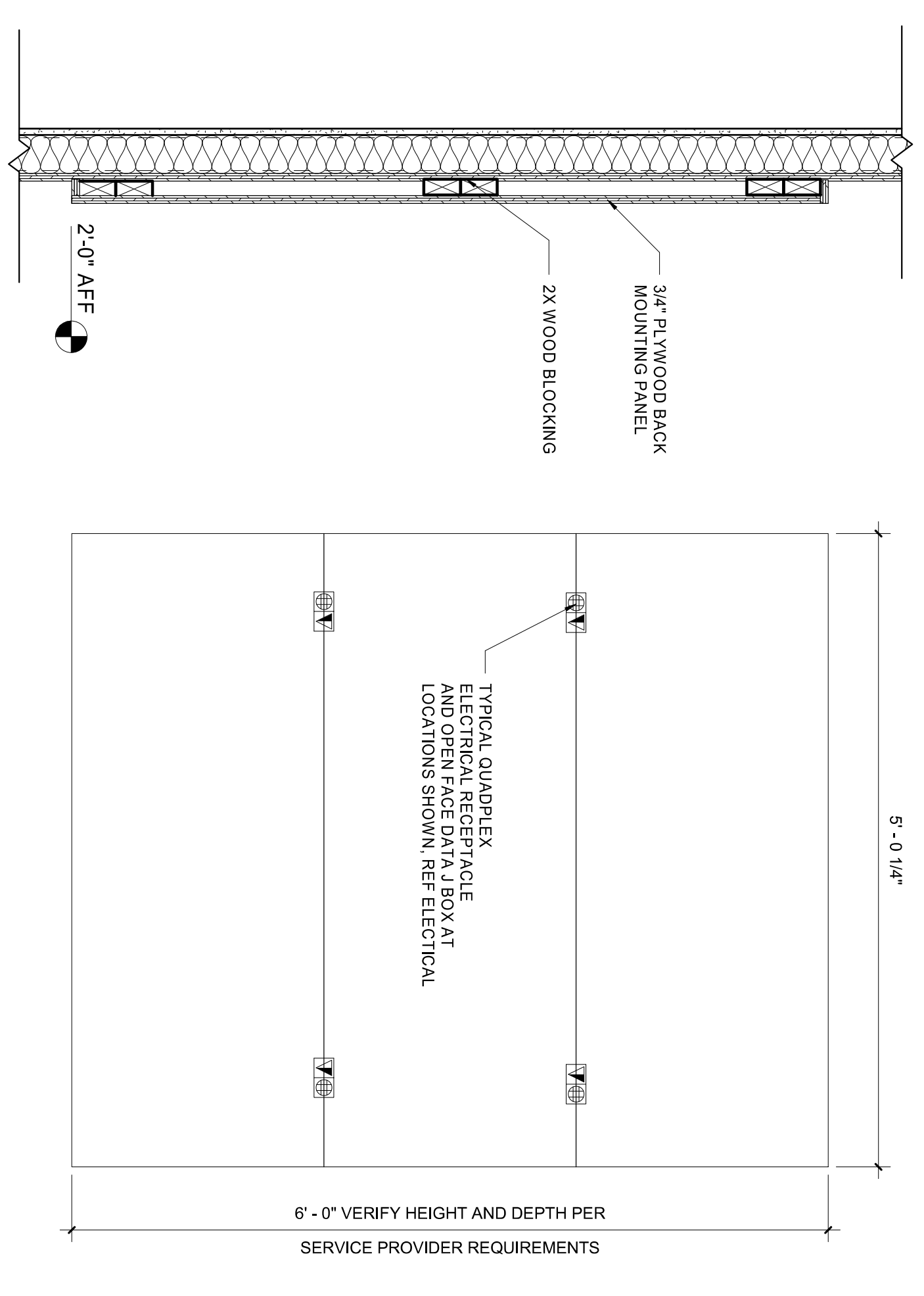
ARCHITECTS
 I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

Print Name: **JAMES EDWARD MANN**
 Signature: *[Signature]*
 Date: 2024.01.10
 License #: 55742

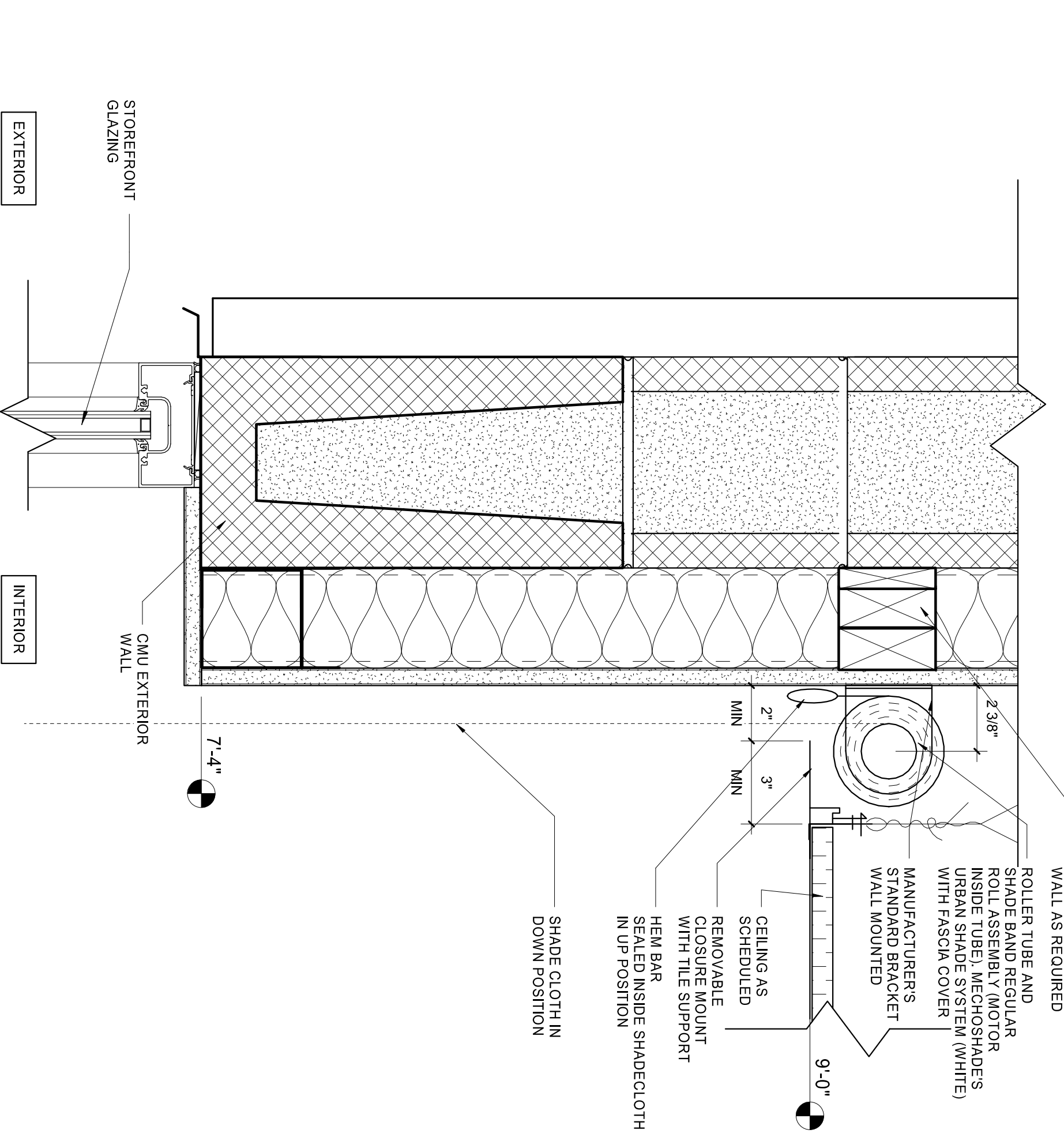
EXTERIOR DETAILS

SHEET
A501

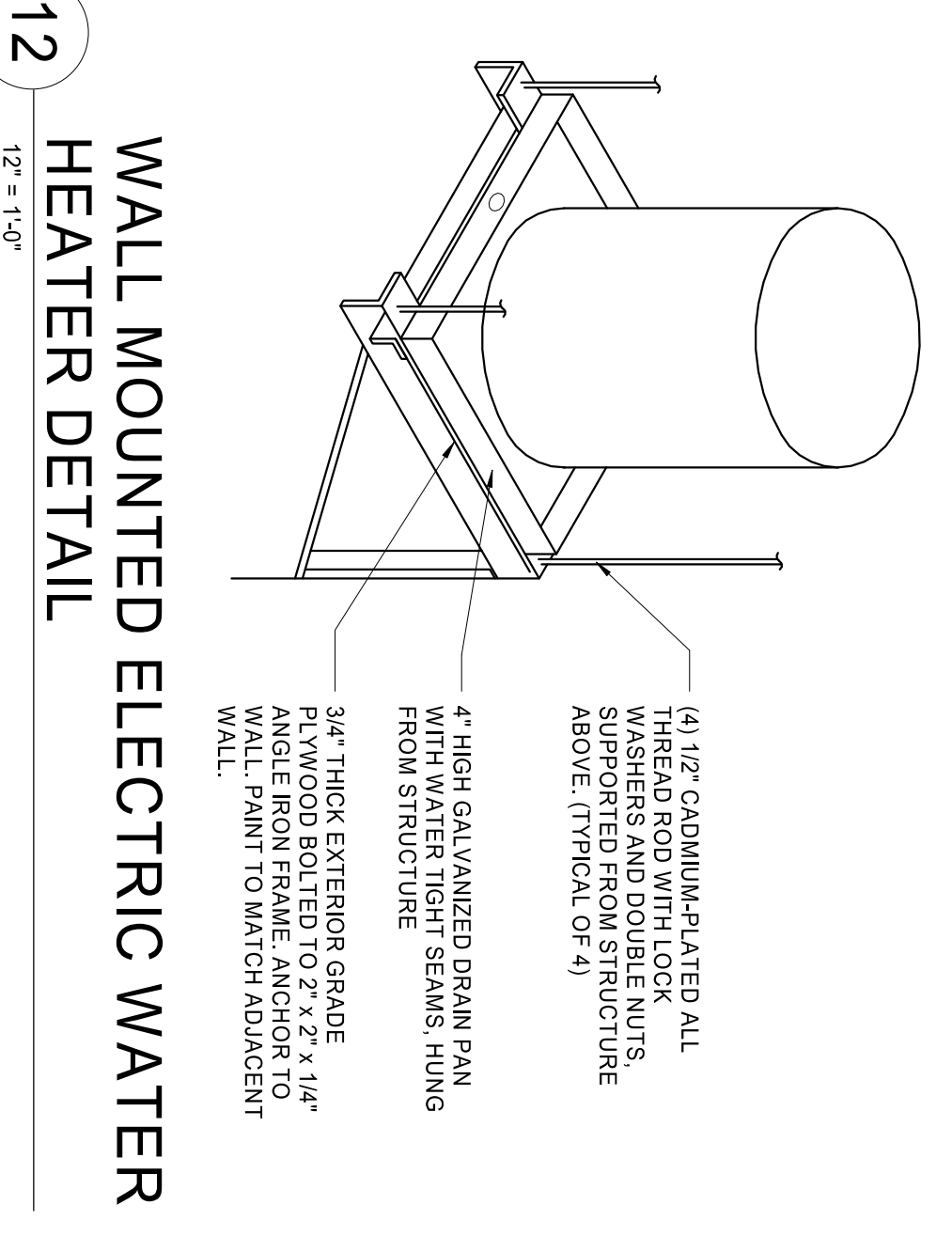
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 2516-INTERIOR DETAILS



7 TELEPHONE BOARD
 1" = 1'-0"

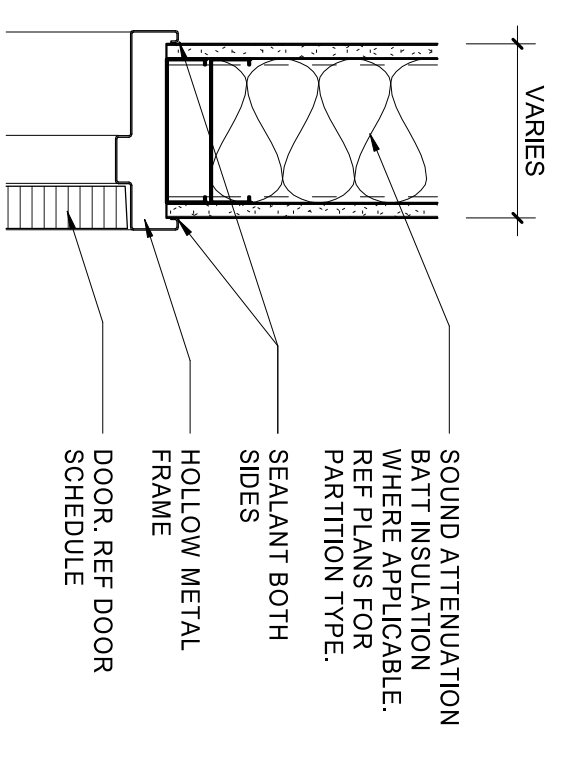


8 ROLL DOWN BLINDS AT WINDOW
 3" = 1'-0"

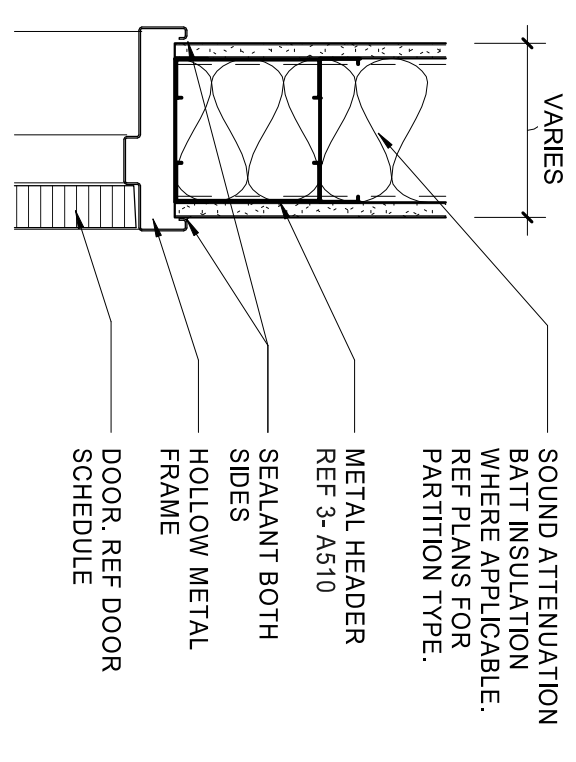


12 WALL MOUNTED ELECTRIC WATER HEATER DETAIL
 12" = 1'-0"

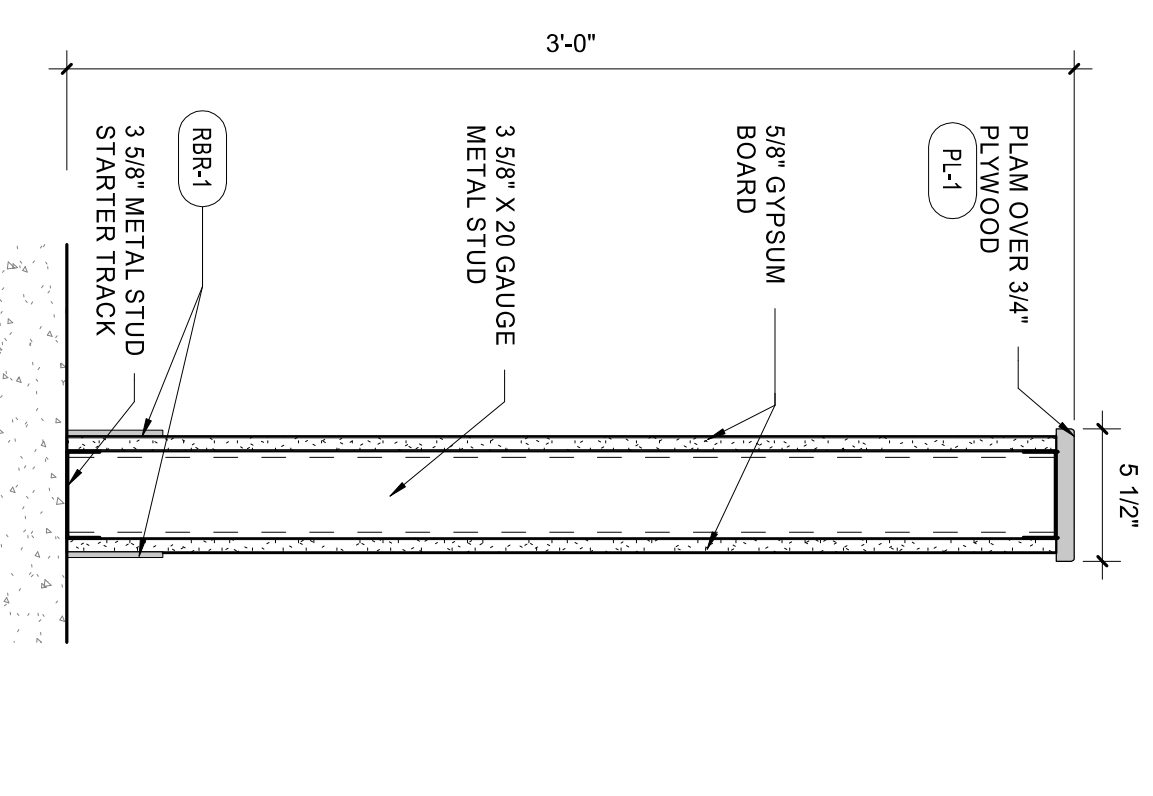
11 DOOR JAMB
 1 1/2" = 1'-0"



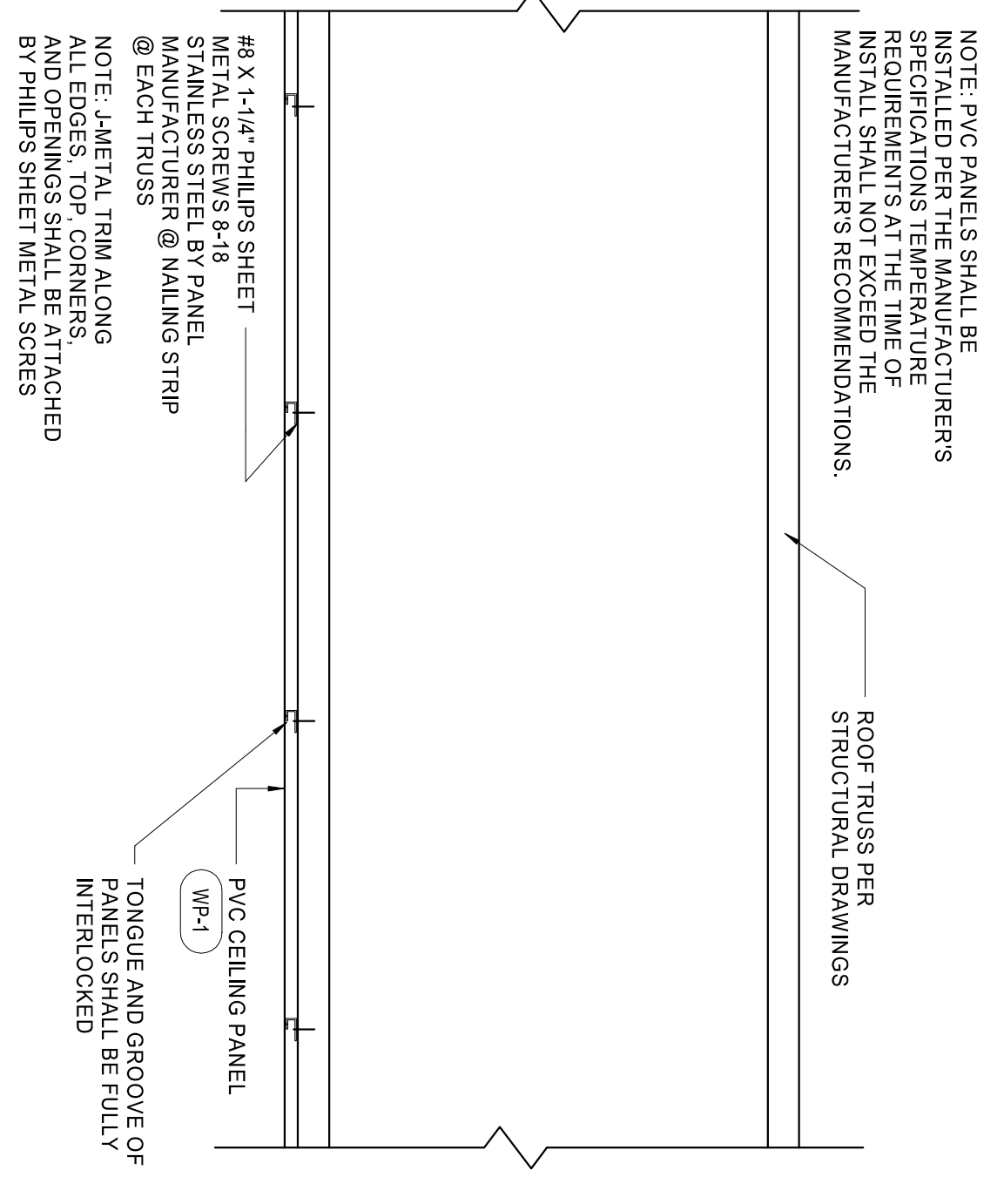
10 DOOR HEAD
 1 1/2" = 1'-0"



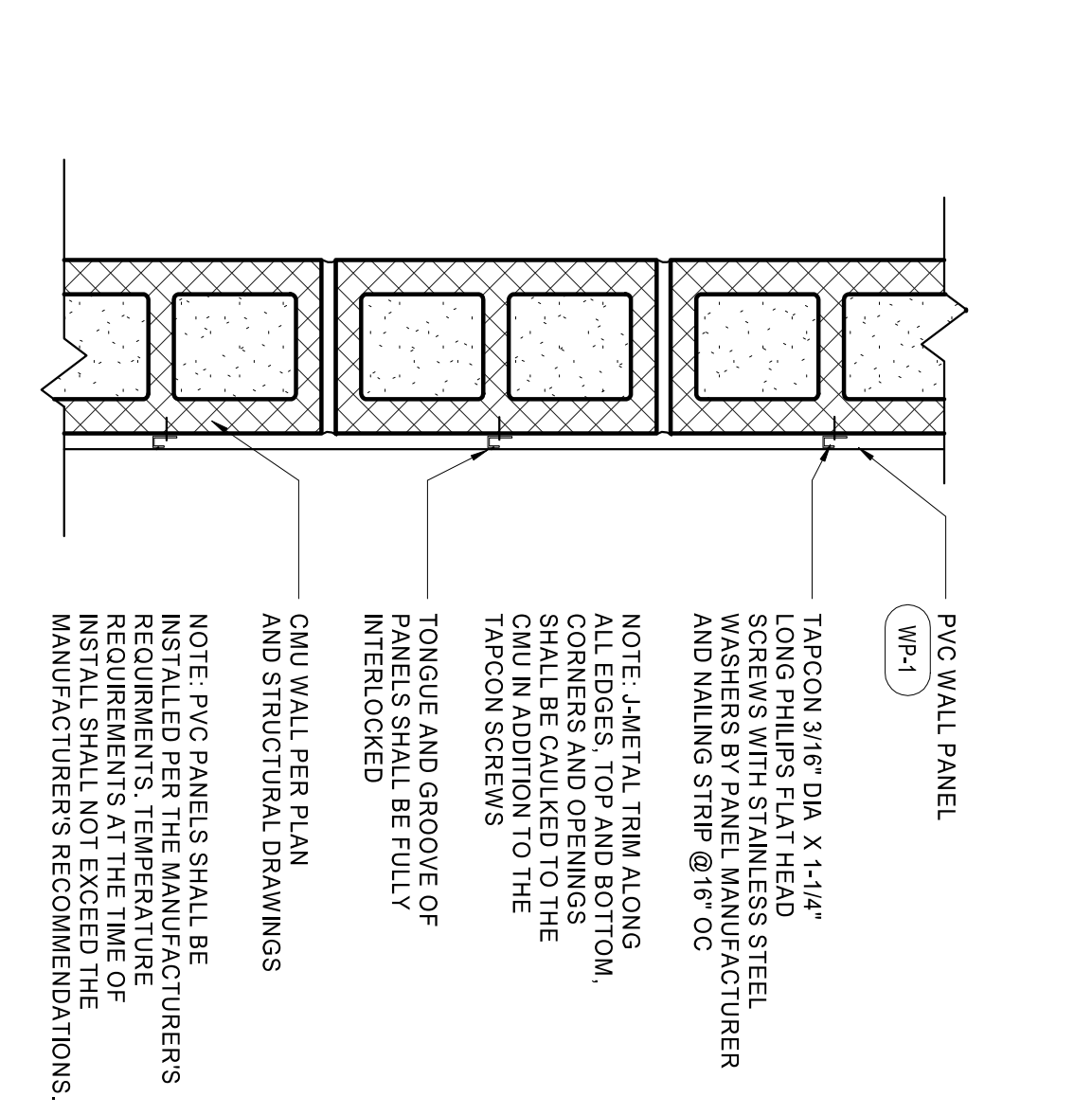
9 HALF WALL DETAIL
 1 1/2" = 1'-0"



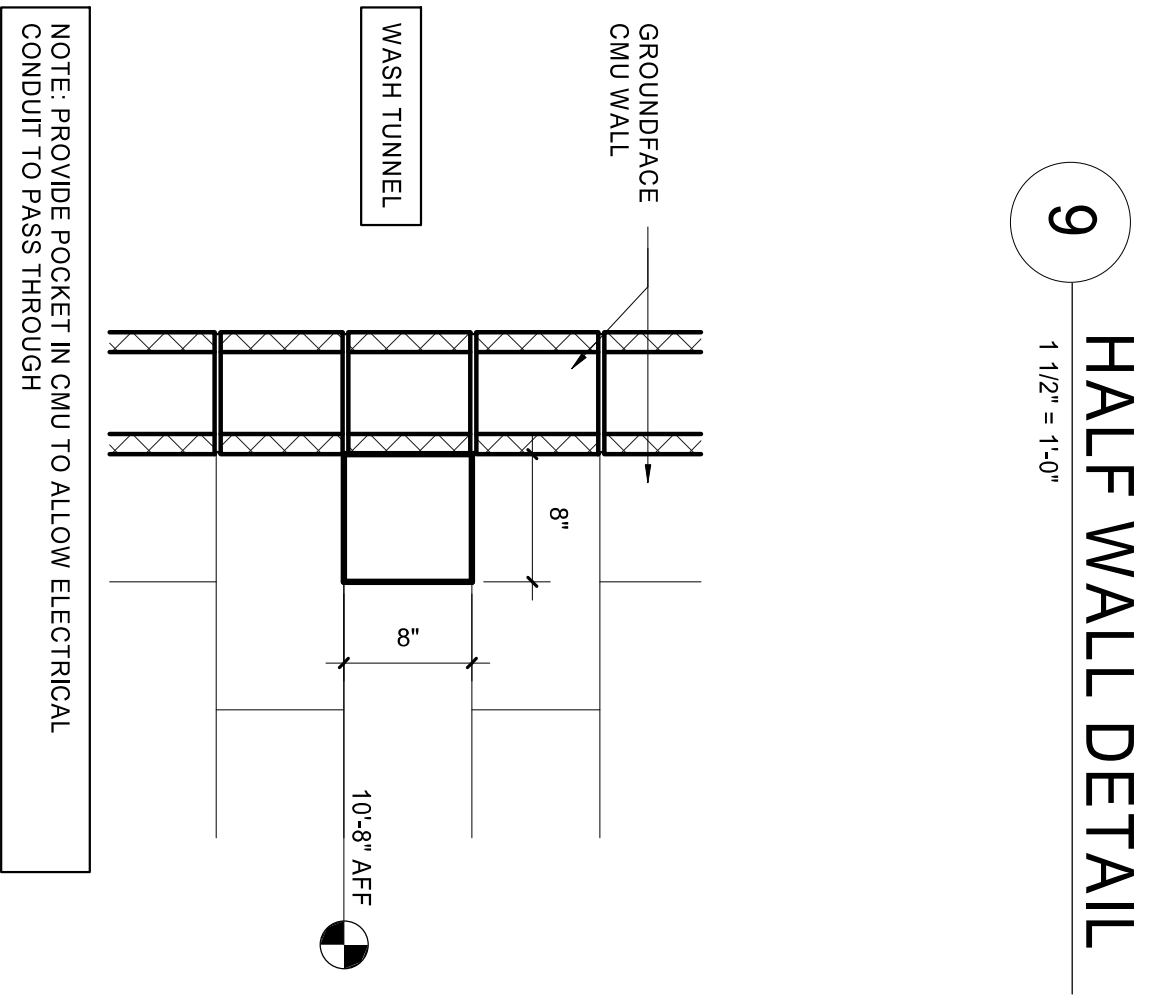
5 PVC PANELS TO ROOF STRUCTURE



4 PVC PANELS TO CMU WALLS

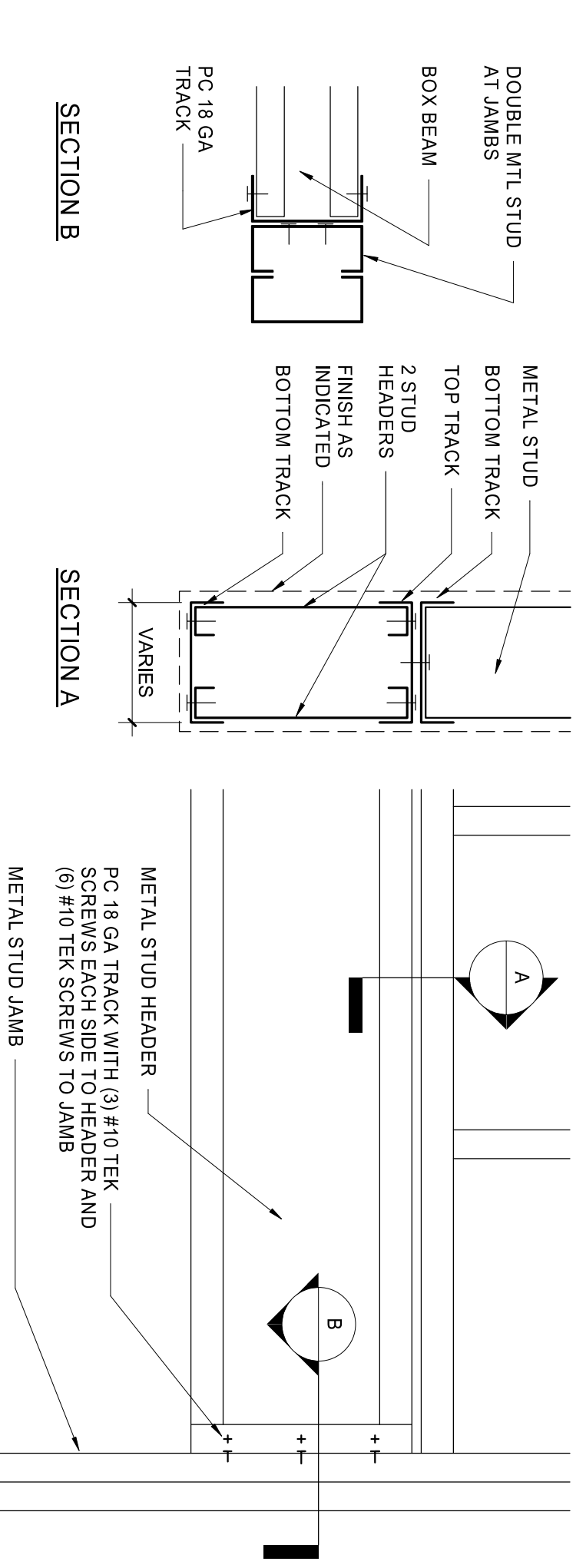


6 CONDUIT SLEEVE
 1" = 1'-0"



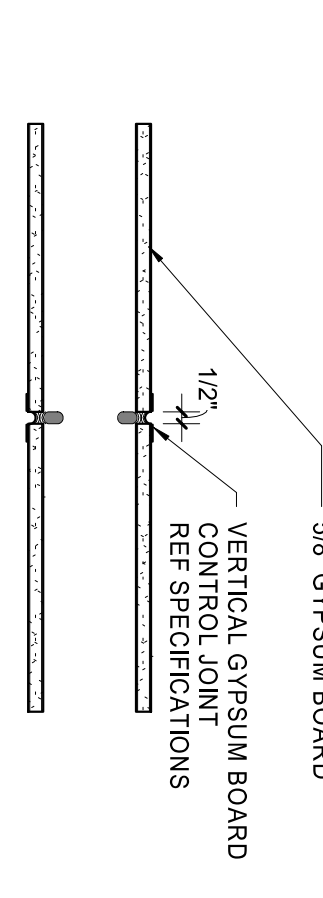
INTERIOR NON-LOAD BEARING PARTITION HEADER SCHEDULE

HEADER LENGTH	HEADER MEMBERS	MINIMUM EFFECTIVE PROPERTIES PER STUD
2'	TO 6'	2(2) 8" X 18 GAUGE
6'	TO 8'	2(2) 8" X 18 GAUGE
8'	TO 10'	2(2) 8" X 14 GAUGE
		S _x = 2.042 S _y = 0.870
		I _x = 2.518 I _y = 0.889
		K _x = 3.094 K _y = 1.031

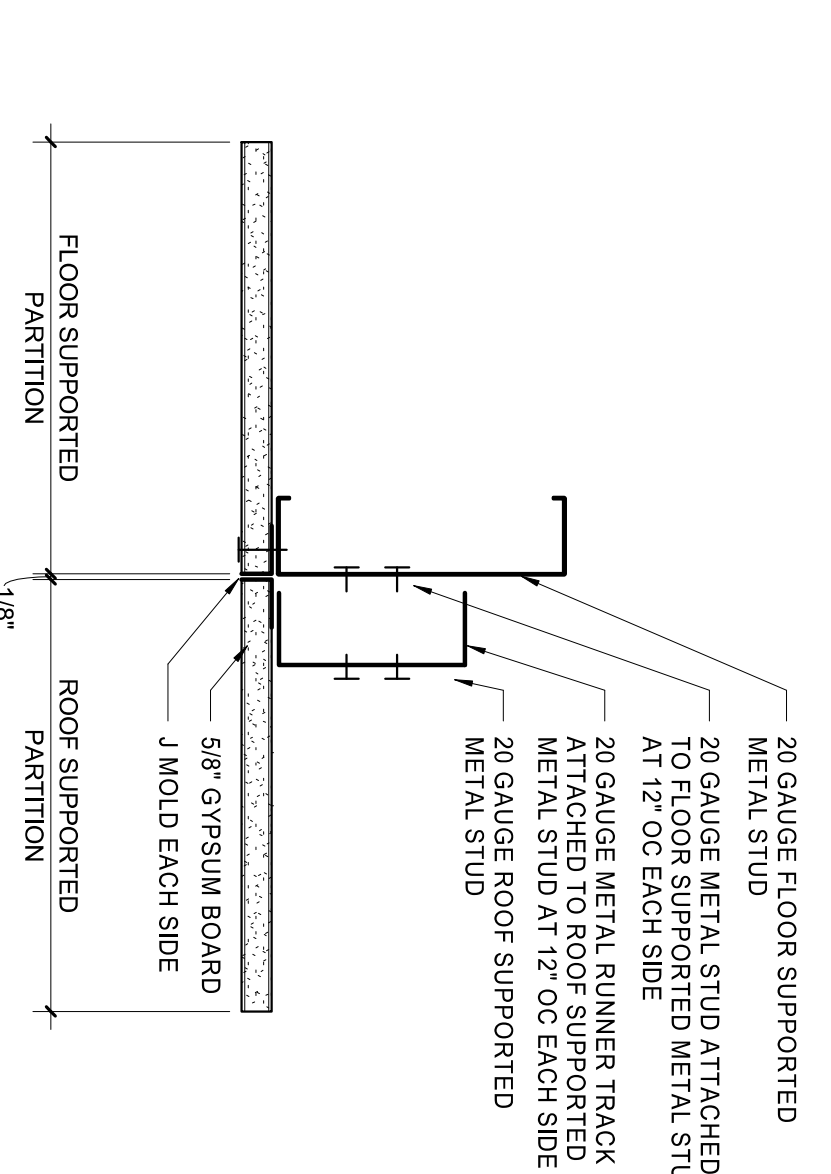


3 HEADER CONNECTION DETAIL
 1 1/2" = 1'-0"

2 GYP BOARD CONTROL JOINT
 1 1/2" = 1'-0"



1 VERTICAL SLIP JOINT
 3" = 1'-0"



NOTES:

1. PROVIDE VERTICAL SLIP JOINT AT ALL LOCATIONS NOT SPECIFICALLY REFERENCED
2. SLIP TRACK MUST ALLOW 2" MIN DOWNWARD DEFLECTION
3. WHEN FLOOR SUPPORTED PARTITION CAPTURE TRACK AT BOTTOM OF JOIST (INCLUDE PORTIONS PARALLEL TO JOIST)
4. WHEN FLOOR SUPPORTED PARTITION IS PARALLEL TO JOIST, CAPTURE TRACK MUST BE INSTALLED AT ROOF DECK

ARCHITECTS
 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 Architect under the laws of the State of Minnesota

Print Name: **JAMES EDWARD MANN**
 Signature: *[Signature]*
 Date: **2024.01.10**
 14:50:03-0600 License # **55742**

INTERIOR DETAILS

SHEET A510

CHECKED BY: JMC
DRAWN BY: MND
DOCUMENT DATE: 01/10/24

ISSUE BLOCK	PERMIT	DATE
		01/10/24

TRUE BLUE CAR WASH

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 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

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MARK TYPE	MATERIAL	DOOR			WIDTH	HEIGHT	THICKNESS	TYPE	FRAME			MATERIAL	FINISH			ROOM #	NAME	HEAD DETAIL	JAMB DETAIL	THRESHOLD DETAIL	HARDWARE SET	COMMENTS
		PUSH SIDE	PULL SIDE	FINISH					PUSH SIDE	PULL SIDE	FINISH		PUSH SIDE	PULL SIDE	FINISH							
100A	ANODIZED ALUMINUM	CLEAR ANODIZED	CLEAR ANODIZED	3-D	7'-3 1/2"	1 3/4"	---	ANODIZED ALUMINUM	CLEAR ANODIZED	CLEAR ANODIZED	6/A600	6/A600	6/A600	9/A600	9/A600	9/A600	100	OFFICE				
100B	ANODIZED ALUMINUM	CLEAR ANODIZED	CLEAR ANODIZED	3-D	7'-2"	1 3/4"	---	ANODIZED ALUMINUM	CLEAR ANODIZED	CLEAR ANODIZED	10/A600	10/A600	10/A600	9/A600	9/A600	9/A600	103	UNISEX RESTROOM				
100C	HOLLOW METAL	PT-1	PT-1	3-D	7'-2"	1 3/4"	---	HOLLOW METAL	PT-1	PT-1	3/A600	3/A600	3/A600	2/A600	2/A600	104	BREAK ROOM					
100D	HOLLOW METAL	PT-1	PT-1	3-D	7'-2"	1 3/4"	---	HOLLOW METAL	PT-1	PT-1	3/A600	3/A600	3/A600	2/A600	2/A600	105	STORAGE					
100E	HOLLOW METAL	PT-1	PT-1	3-D	7'-2"	1 3/4"	---	HOLLOW METAL	PT-1	PT-1	3/A600	3/A600	3/A600	2/A600	2/A600	106	Mechanical Room					
100F	HOLLOW METAL	PT-1	PT-1	3-D	7'-2"	1 3/4"	---	HOLLOW METAL	PT-1	PT-1	3/A600	3/A600	3/A600	2/A600	2/A600	107	MECHANICAL ROOM					
100G	HOLLOW METAL	PT-1	PT-1	3-D	7'-2"	1 3/4"	---	HOLLOW METAL	PT-1	PT-1	3/A600	3/A600	3/A600	2/A600	2/A600	108	ELECTRICAL					
100H	HOLLOW METAL	PT-1	PT-1	3-D	7'-2"	1 3/4"	---	HOLLOW METAL	PT-1	PT-1	3/A600	3/A600	3/A600	2/A600	2/A600	109	WASH TUNNEL					
100I	STEEL	WHITE	WHITE	3-D	14'-6"	1 3/4"	---	STEEL	WHITE	WHITE	2/A602	2/A602	2/A602	3/A602	3/A602	210	VAC ENCLOSURE					
210A	HOLLOW METAL	PT-1	PT-1	6-D	7'-0"	1 3/4"	---	HOLLOW METAL	PT-1	PT-1	6/A600	6/A600	6/A600	2/A600	2/A600	211	VAC ENCLOSURE					
211A	HOLLOW METAL	PT-1	PT-1	6-D	7'-0"	1 3/4"	---	HOLLOW METAL	PT-1	PT-1	6/A600	6/A600	6/A600	2/A600	2/A600	---	---					MANUAL OPERATION W/ LOCKING & KEYS PER MANUFACTURERS STANDARDS. SECURITY GRILLE WITH SOLID SLATS

ROOM #	NAME
100	OFFICE
103	UNISEX RESTROOM
104	BREAK ROOM
105	STORAGE
107	MECHANICAL ROOM
108	ELECTRICAL
109	WASH TUNNEL
210	VAC ENCLOSURE
211	VAC ENCLOSURE

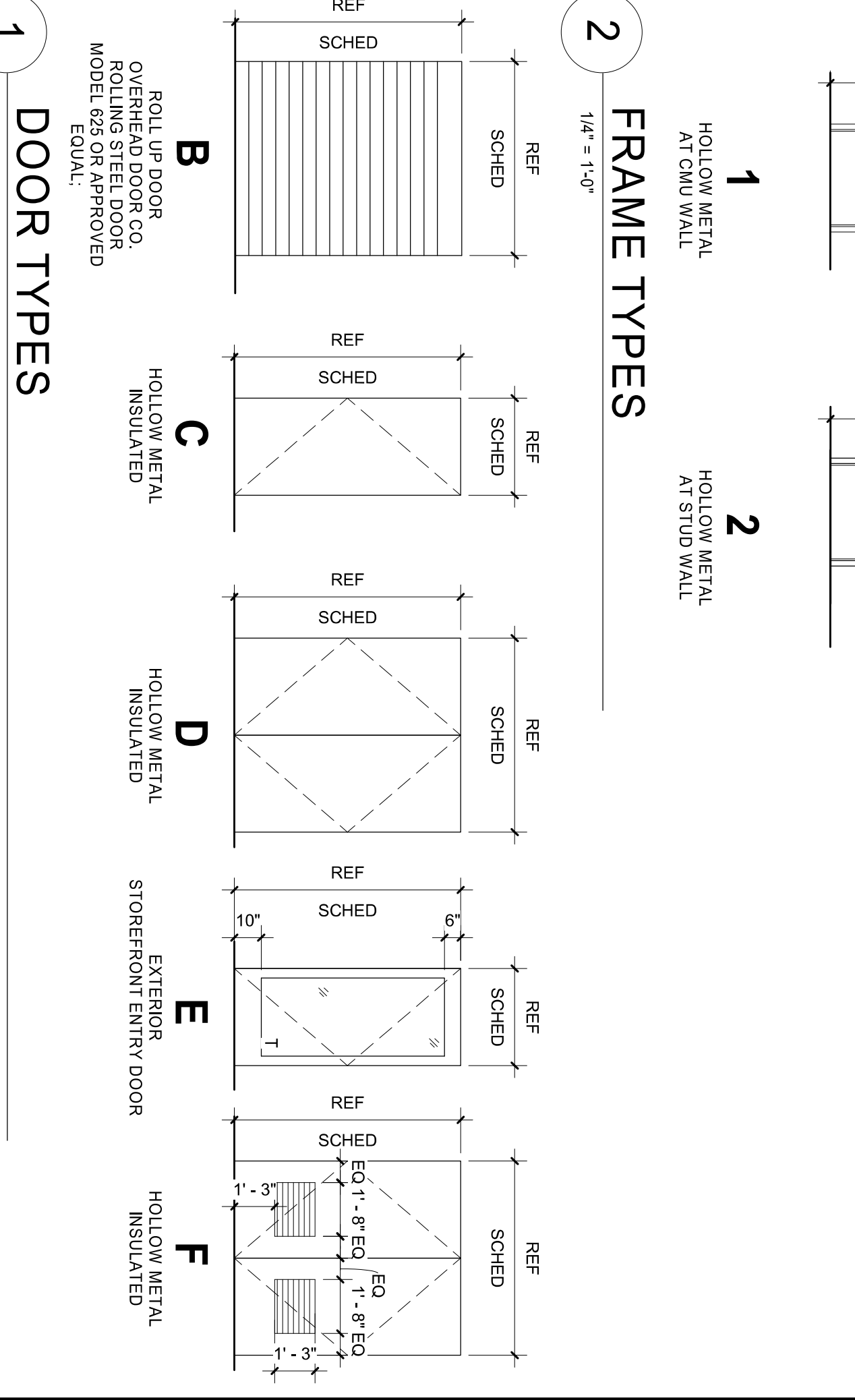
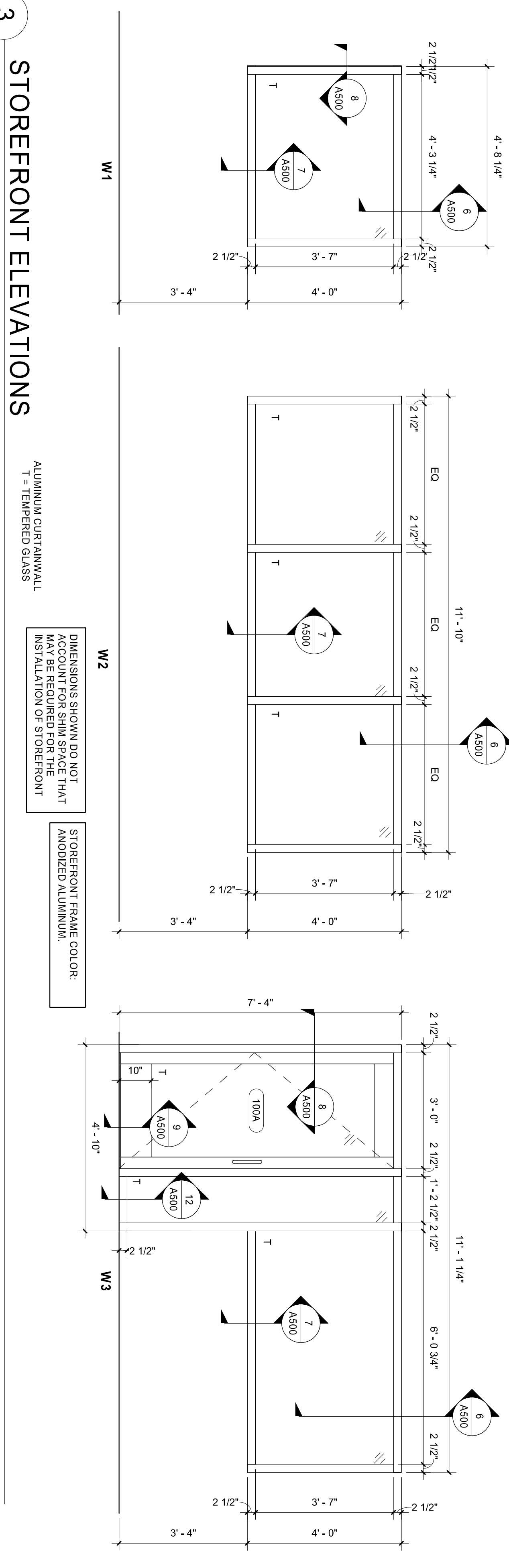
- ### GLAZING NOTES
- GLAZING SUBJECT TO HUMAN IMPACT LOADS IN ALL HAZARDOUS LOCATIONS SHALL COMPLY WITH MIBC SECTION 2406. STOREFRONT GLASS DOORS AND ADJACENT GLASS PANELS SHALL BE SAFETY/IMPACT RESISTANT GLASS.
 - ALL GLAZING TO BE 1/4" THICK TEMPERED LOW-E SYSTEM TO BE DESIGNED FOR 90 MPH MINIMUM REGARDSLESS IF LOCAL WIND SPEED IS LESS. DESIGN SHOULD TAKE INTO ACCOUNT SITE SPECIFIC WIND SPEEDS.
 - STOREFRONT FRAME SYSTEM ANODIZED ALUMINUM
 - GLAZING VENDOR TO FIELD VERIFY ALL MEASUREMENTS AND PROVIDE SHOP DRAWINGS FOR ARCHITECTS REVIEW PRIOR TO FABRICATION
 - GLAZING TO MEET ENERGY REQUIREMENTS FOR CLIMATE ZONE 6A OF 2024 IBCS. U-VALUE MAXIMUM STOREFRONT - 0.10, SHGC FACTOR - 0.25, VT - 0.41

- ### DOOR NOTES
- PROVIDE A RELEASABLE VISUAL SIGN ON EGRESS SIDE OF ADJACENT TO THE DOOR STAYS WITH DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
 - ALL DOOR AND HARDWARE SHALL COMPLY WITH 2024 MINNESOTA ACCESSIBILITY STANDARDS
 - ALL EGRESS DOORS SHALL BE RELEASABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE
 - FOR ALL HOLLOW METAL DOORS, FABRICATE FRAMES AND DOORS WITH HARDWARE REINFORCEMENT PLATES WELDED IN PLACE. PROVIDE MORITSE GUARD BOXES
 - ALL STOREFRONT DOORS - PRY RESISTANT JAMB COVER. PROVIDE DOOR GUARD, CONSTRUCTED OF 1-1/8"x4-1/4" FULL HEIGHT, ANODIZED ALUMINUM CHANNEL CUSTOM FITTED TO EACH STOREFRONT DOOR.
 - DOOR CLOSERS SHALL HAVE OPENING FORCE OF 5LBS MAX.
 - DOORS WITH CLOSERS SHALL HAVE A CLOSING SPEED OF 5 SECONDS MIN. TIME MEASURED FROM OPEN POSITION OF 90 DEGREES TO A POSITION 12 DEGREES FROM LATCH.
 - DOOR SPRING HINGES SHALL BE ADJUSTED SO THAT FROM THE OPEN POSITION OF 70 DEGREES THE DOOR SHALL MOVE TO THE CLOSED POSITION IN 1.5 SECONDS MINIMUM

HARDWARE SCHEDULE

SET 1 - STOREFRONT SINGLE ENTRY (EXTERIOR)	SET 1 - STOREFRONT SINGLE ENTRY (EXTERIOR)
E/A CONTINUOUS HINGES	E/A CONTINUOUS HINGES
E/A COMB LOCKED ENGLISH ACTING CLOSER	E/A COMB LOCKED ENGLISH ACTING CLOSER
E/A SINGLE ACTING ENGLISH BARS	E/A SINGLE ACTING ENGLISH BARS
E/A HOORBERT LOCK W/ TILUBURNI	E/A HOORBERT LOCK W/ TILUBURNI
SET 2 - EXTERIOR	SET 2 - EXTERIOR
E/A FILL MORITSE HINGES	E/A FILL MORITSE HINGES
E/A LEVER NOT ON LOCK (D-180)	E/A LEVER NOT ON LOCK (D-180)
E/A DOOR CLOSER (MORTON 8801)	E/A DOOR CLOSER (MORTON 8801)
E/A ADA THRESHOLD	E/A ADA THRESHOLD
E/A DOOR STRIPPING	E/A DOOR STRIPPING
E/A WEATHER STRIPPING	E/A WEATHER STRIPPING
E/A DOOR SWEED	E/A DOOR SWEED
E/A DOOR SNEED	E/A DOOR SNEED
SET 3 - INTERIOR	SET 3 - INTERIOR
E/A FILL MORITSE HINGES	E/A FILL MORITSE HINGES
E/A WALL DOOR STOP	E/A WALL DOOR STOP
E/A DOOR SILENER	E/A DOOR SILENER
E/A DOOR CLOSER	E/A DOOR CLOSER
SET 4 - PASSAGE LOCKSET	SET 4 - PASSAGE LOCKSET
E/A FILL MORITSE HINGES (VN 8901)	E/A FILL MORITSE HINGES (VN 8901)
E/A PASSAGE LOCKSET	E/A PASSAGE LOCKSET
SET 5 - PRIVACY LOCKSET	SET 5 - PRIVACY LOCKSET
E/A FILL MORITSE HINGES	E/A FILL MORITSE HINGES
E/A PRIVACY LOCKSET	E/A PRIVACY LOCKSET
E/A DOOR SILENER	E/A DOOR SILENER
E/A DOOR CLOSER WITH HOLD OPEN	E/A DOOR CLOSER WITH HOLD OPEN
E/A ADA THRESHOLD	E/A ADA THRESHOLD
E/A DOOR STRIPPING	E/A DOOR STRIPPING
E/A DOOR SWEED	E/A DOOR SWEED
E/A DOOR SNEED	E/A DOOR SNEED
SET 6 - STOREROOM LOCKSET	SET 6 - STOREROOM LOCKSET
E/A FILL MORITSE HINGES	E/A FILL MORITSE HINGES
E/A STOREROOM LOCKSET	E/A STOREROOM LOCKSET
E/A DOOR SILENER	E/A DOOR SILENER
E/A DOOR CLOSER	E/A DOOR CLOSER
SET 7 - STOREFRONT SINGLE ENTRY (INTERIOR)	SET 7 - STOREFRONT SINGLE ENTRY (INTERIOR)
E/A BUTT HINGES	E/A BUTT HINGES
E/A SINGLE ACTING FULL BARS	E/A SINGLE ACTING FULL BARS
E/A HOORBERT LOCK W/ TILUBURNI	E/A HOORBERT LOCK W/ TILUBURNI
E/A KICK DOWN DOOR HANDLE	E/A KICK DOWN DOOR HANDLE
E/A COMB LOCKED ENGLISH ACTING CLOSER	E/A COMB LOCKED ENGLISH ACTING CLOSER
E/A WALL DOOR STOP	E/A WALL DOOR STOP
SET 8 - INTERIOR LOCKSET	SET 8 - INTERIOR LOCKSET
E/A FILL MORITSE HINGES	E/A FILL MORITSE HINGES
E/A PRIVACY LOCKSET	E/A PRIVACY LOCKSET
E/A WALL DOOR STOP	E/A WALL DOOR STOP
SET 9 - STOREROOM LOCKSET	SET 9 - STOREROOM LOCKSET
E/A FILL MORITSE HINGES	E/A FILL MORITSE HINGES
E/A STOREROOM LOCKSET	E/A STOREROOM LOCKSET
E/A DOOR STRIPPING	E/A DOOR STRIPPING
E/A LOCKER	E/A LOCKER

STOREFRONT:
 - EXTERIOR FRAME KAWNEER NORTH AMERICA 1800UT SYSTEM 1
 - CURTAIN WALL OR APPROVED EQUAL (2 1/2" X 6 3/4" THERMALLY BROKEN)
 - FRAME FINISH: CLEAR ANODIZED ALUMINUM
 - GLAZING: 1/4" THICK LOW-E SYSTEM INSULATING WITH 1/2" AIR GAP AND 1/2" AIR GAP SIGC 2521T-41
 - FRAME SYSTEM AND FINISH WARRANTY: MIN 5 YEAR FROM DATE OF SUBSTANTIAL COMPLETION
 - GLAZING WARRANTY: MIN 10 YEAR FROM DATE OF SUBSTANTIAL COMPLETION
 - INTERIOR STOREFRONT DOOR: KAWNEER NORTH AMERICA 1800UT SYSTEM 1
 - INTERIOR STOREFRONT DOOR: KAWNEER NORTH AMERICA 1800UT SYSTEM 1 (2" X 4 1/2" THERMALLY BROKEN)



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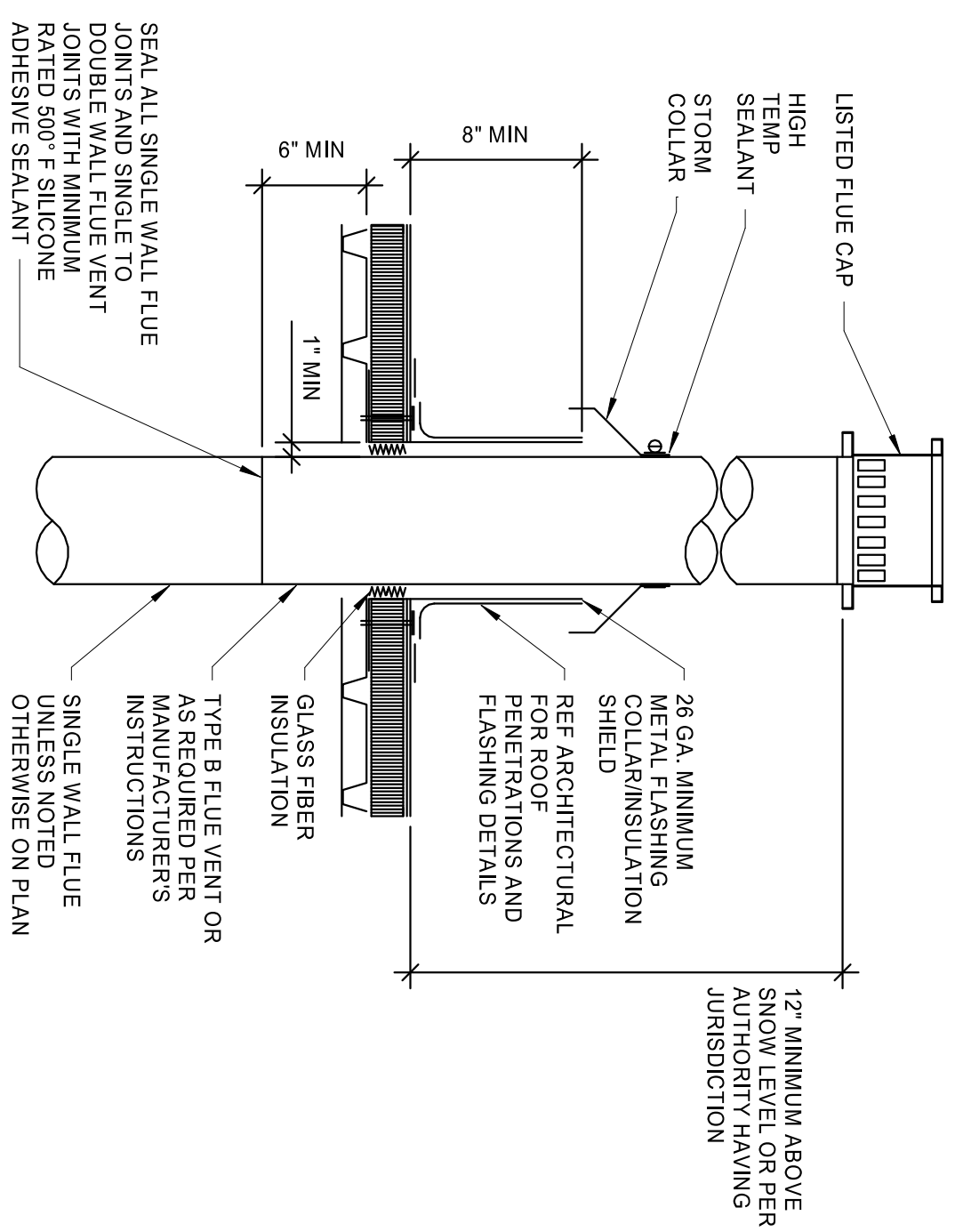
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 Print Name: JAMES EDWARD MANN
 Signature: [Signature]
 Date: 2024.01.11 14:50:11-0600 License # 55742

STOREFRONT DOOR & HARDWARE SCHEDULES

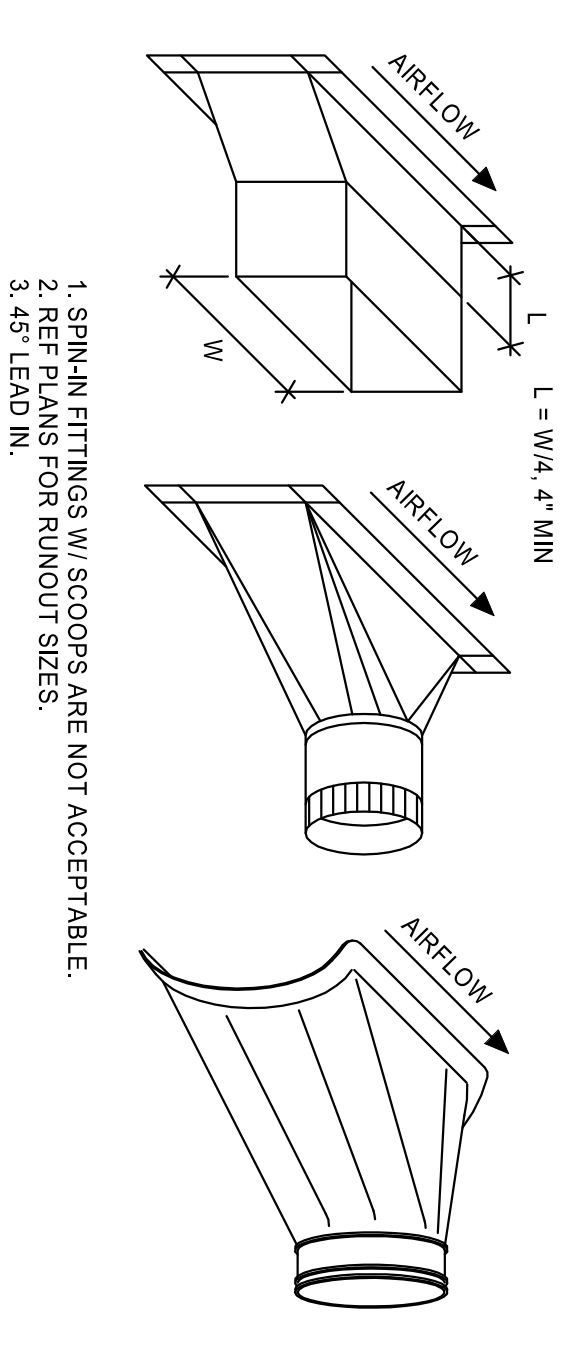
SHEET
A600

1/10/2024 11:43:32 AM
 C:\Users\joshua.stratton\Documents\2022 Revit Projects\06-23-80005 True Blue Carwash - Brooklyn Park, MN, MEP_V22_HFA_Joshua.Stratton.rvt
 -M200-MECHANICAL DETAILS

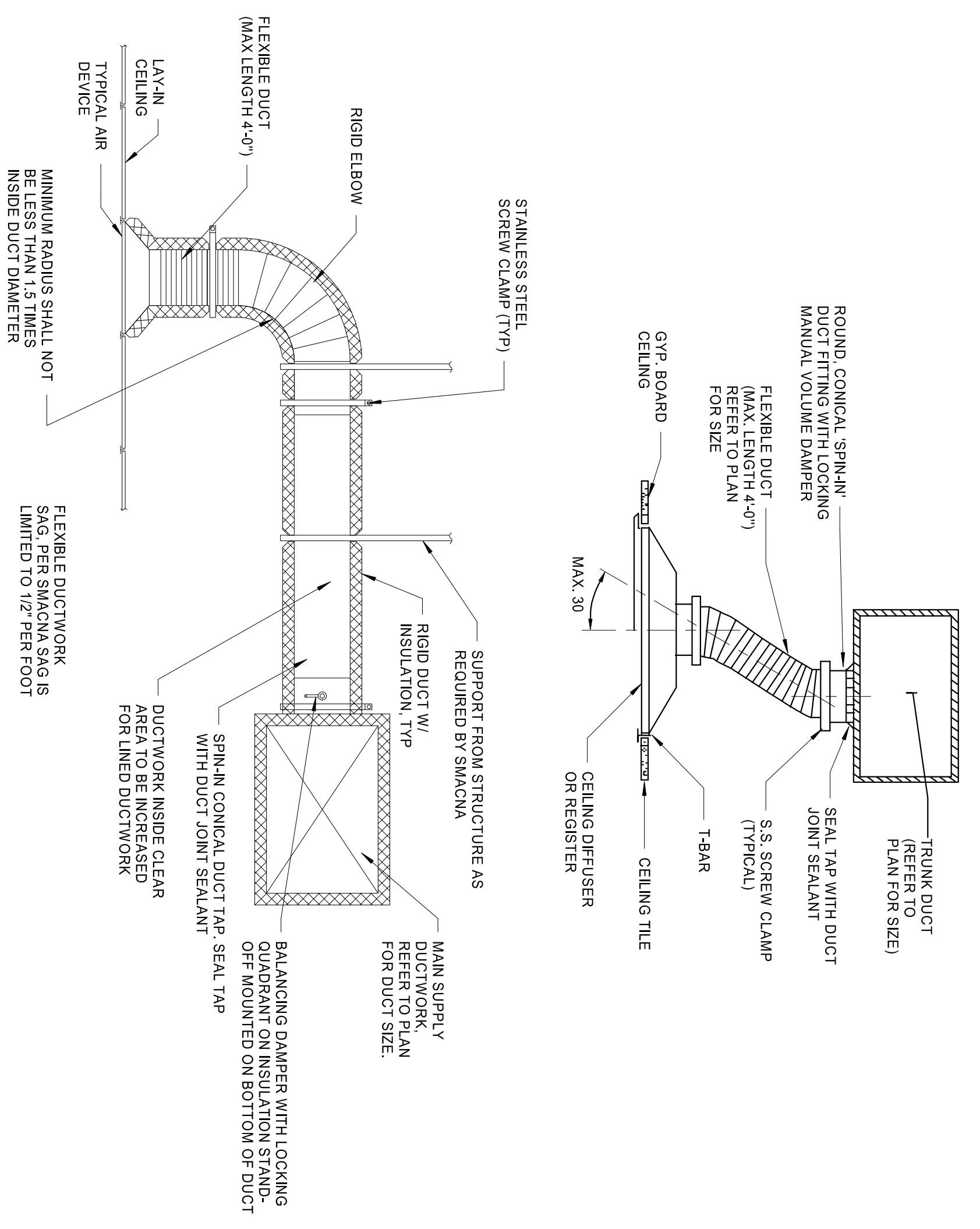
3 FLUE THRU ROOF
 NTS



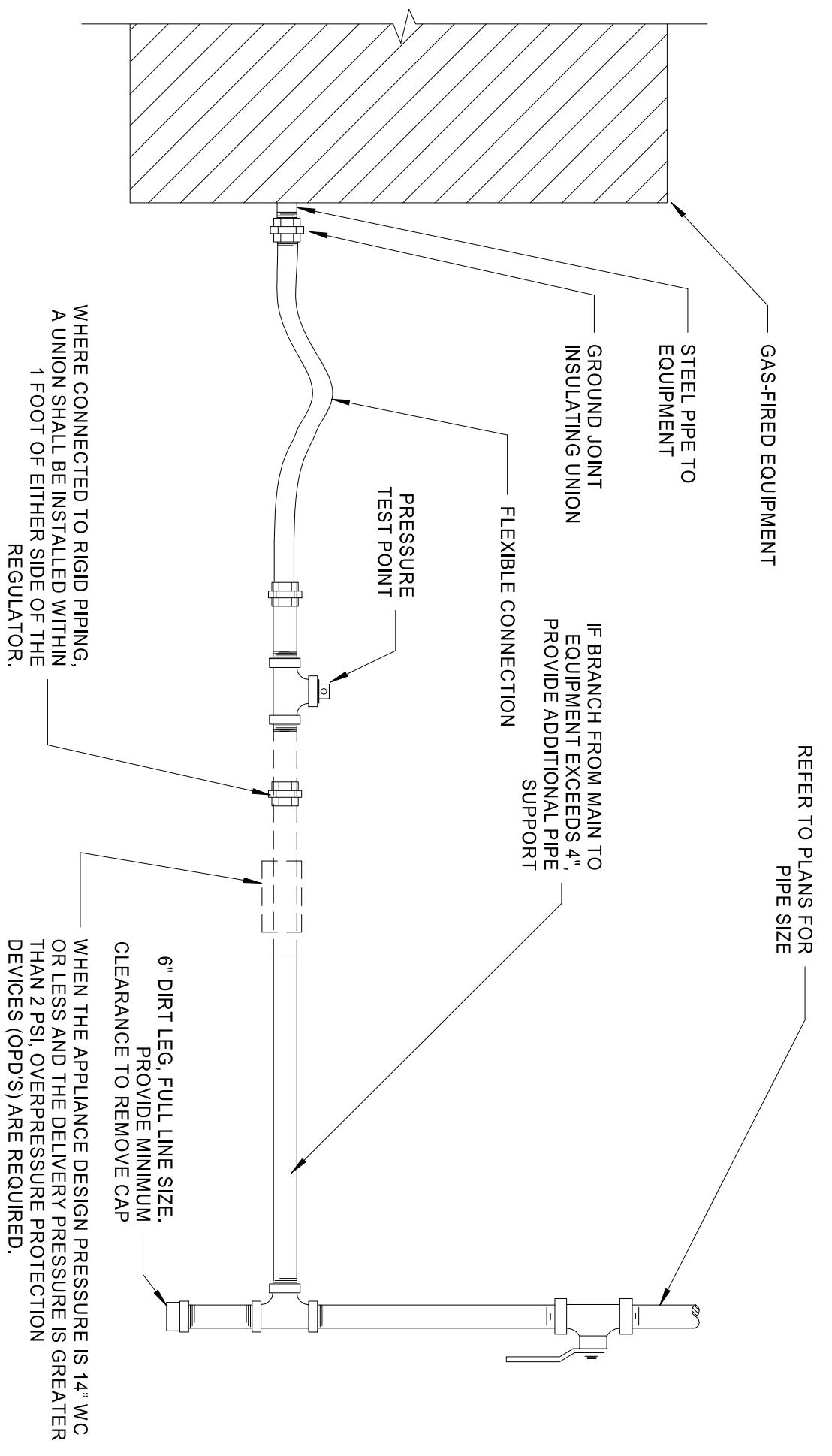
2 BRANCH DUCT FITTING
 NTS



1 DIFFUSER CONNECTION DETAIL
 NTS



4 EQUIPMENT GAS CONNECTION
 NTS



HFA
 HFA-ARCH. L.P.C.
 1705 S. Wilson Blvd., Suite 3
 Brentwood, Arkansas 72712
 www.hfa.com
 1-79-273-7780

STIPULATION FOR REUSE
 THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT BROOKLYN PARK, MINNESOTA. CONTEMPORANEOUSLY WITH ITS ISSUE DATE ON 01/10/23, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

ISSUE BLOCK	DATE
PERMIT	01/10/23

CHECKED BY: JPL
 DRAWN BY: JAS
 DOCUMENT DATE: 01/10/23

PROFESSIONAL ENGINEER
 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: **John L. Mullins**
 Signature: *John L. Mullins*
 Date: _____ License # **44028**

MECHANICAL DETAILS
 SHEET **M200**

11/02/24 11:43:34 AM
 C:\Users\joshua.stratton\Documents\2022 Revit Projects\06-23-80005 True Blue Carwash - Brooklyn Park, MN, MEP_V22_HFA_Joshua.Stratton.rvt
 -M201-MECHANICAL SCHEDULES

BASIS OF DESIGN		FAN		ENTERING AIR		DX COOLING		TOTAL		SENSIBLE		NATURAL GAS HEATING		ELECTRICAL DATA					
MARK	AREA SERVED	MANUFACTURER	MODEL	NOMINAL CAPACITY (TONS)	SUPPLY AIR CFM	OUTSIDE AIR FLOW	DB (F)	WB (F)	DB (F)	WB (F)	DB (F)	WB (F)	DB (F)	WB (F)	PHASE	MCA (AMPS)	MOCF (AMPS)	WEIGHT (LBS)	NOTES
RTU-1	OFFICES	TRANE	YHC036	3.0	1200	200	77.6	64.9	56.4	54.6	37350	27370	15	56.5	3	21	30	767	1-10

- NOTES AND CURB FINISHED AND INSTALLED BY GC.
- SMOKE DETECTORS SHALL BE SHIPPED LOOSE AND FIELD INSTALLED. INSTALL SMOKE DETECTORS IN THE SUPPLY AND RETURN.
 - PROVIDE UNITS WITH SINGLE POINT POWER CONNECTIONS AND ELEC DISCONNECT.
 - UNIT ENERGY EFFICIENCY RATINGS (EER) PER ARI 210 & 240.
 - PROVIDE UNITS WITH MOTORIZED OUTSIDE AIR DAMPERS.
 - PROVIDE UNITS WITH MOTORIZED FACTORY CONVENIENCE GFCI OUTLET.
 - PROVIDE UNITS WITH HAL-GUARDS.
 - PROVIDE UNITS WITH 2 SETS OF 2" MERV 11 FILTERS (1ST SET TO USE DURING CONSTRUCTION AND INSTALL 2ND SET AT TURNOVER).
 - PROVIDE 7-DAY PROGRAMMABLE T-STAT; REFER TO SPECIFICATIONS.
 - PROVIDE WITH INTERNAL FLOAT SWITCH TO SHUT DOWN IF PRIMARY DRAIN BECOMES RESTRICTED. ROUTE 1" CONDENSATE LINE AS SHOWN TO FLOOR DRAIN IN STORAGE ROOM WITH AIR GAP PER AHJ REQUIREMENTS.

AIR DEVICE SCHEDULE							
TYPE	SERVICE	MANUFACTURER	MODEL	STYLE	MOUNTING	FACE SIZE	NOTES
CD1	SUPPLY	ASCO	ASCO	SQUARE CONE	LAY-IN	24X24	1-6
RG1	RETURN	PRICE	80E	EGG GRATE GRILLE		24X24	1-6
RG2	RETURN	PRICE	600	FLYER-BLAGE LOUVERED GRILLE	SURFACE	12X8	1-6
SG1	SUPPLY	PRICE	SDG	ADJUSTABLE-BLAGE LOUVERED GRILLE	SPIRAL DUCT	10X8	1-6

NOTES:

- BORDER TYPES SHALL BE COMPATIBLE WITH ARCHITECTURAL CEILING TYPE FOR THE ROOM IN WHICH THE AIR DEVICE IS LOCATED.
- SEE HVAC PLANS FOR LOCATION AND AIR QUANTITIES OF EACH AIR DEVICE.
- SEE HVAC PLANS FOR LOCATION AND AIR QUANTITIES OF EACH AIR DEVICE.
- ALUMINUM CONSTRUCTION.
- COLOR: WHITE
- BRANCH DUCT SIZE SAME AS NECK SIZE UNLESS OTHERWISE NOTED.
- PRICE AIR SCOOP FOR BALANCING.

EXHAUST FAN SCHEDULE									
MARK	AREA SERVED	MANUFACTURER	MODEL	SIZE (IN)	TYPE	MAX AIRFLOW RATE (CFM)	STATIC PRESSURE DROP (IN H2O)	AIR VELOCITY (FPM)	NOTES
EF-1	EQUIPMENT ROOM	GREENHECK	G-160-C	115	INTAKE	2000	0.07	702	1-2
EF-2	RESTROOM	GREENHECK	SP-A425	115		0.25	115	1	0.03

GENERAL INFORMATION (ALL UNITS):

- FANS MUST BE UL OR ETL LISTED.
- REFER TO SPECIFICATIONS.

NOTES:

- FURNISH WITH GRAVITY BACKDRAFT DAMPER AND BIRDSCREEN.
- CONTRACTOR TO PROVIDE LOW VOLTAGE THERMOSTAT REFER TO PLANS FOR LOCATION. FAN TO BE INTERLOCKED WITH THERMOSTAT FAN TO BE ENERGIZED WHEN THERMOSTAT IS ENERGIZED.
- FACTORY DISCONNECT.
- PROVIDE FAN SPEED CONTROLLER.
- INCLUDE VIBRATION ISOLATOR KIT.
- INTERLOCK FAN WITH LIGHT SWITCH.

AIR BALANCE		
MARK	OUTSIDE AIRFLOW (CFM)	EXHAUST AIRFLOW (CFM)
EF-2	200	100
RTU-1	200	

VOLUME/BALANCE DAMPER SCHEDULE			
TYPE	MANUFACTURER	MODEL	NOTES
ROUND	AES	WVWCD	RUSKIN WVWCD
RECTANGULAR	AES	AMP4	RUSKIN WVW25

LOUVER SCHEDULE									
MARK	MANUFACTURER	MODEL	SIZE (IN)	TYPE	MAX AIRFLOW RATE (CFM)	STATIC PRESSURE DROP (IN H2O)	AIR VELOCITY (FPM)	NOTES	
LV1	GREENHECK	EAD-635	36X24	INTAKE	2000	0.07	702	1-2	

NOTES:

- PROVIDE BIRD SCREEN.
- PROVIDE WITH FACTORY MOUNTED ELECTRIC ACTUATOR. INTERLOCK WITH EQUIPMENT ROOM EXHAUST FAN. LOUVER TO OPEN WHEN FAN IS ENERGIZED.

ELECTRIC UNIT HEATER SCHEDULE									
MARK	MANUFACTURER	MODEL	CONTROL METHOD	ELECTRICAL DATA	HEATING INPUT (KW)	WEIGHT	NOTES		
EUH-1	MARKEL	F2EUH05C03	T-STAT	V	208	1	44		
EUH-2	MARKEL	F2EUH05C03	T-STAT	PH	208	1	44		

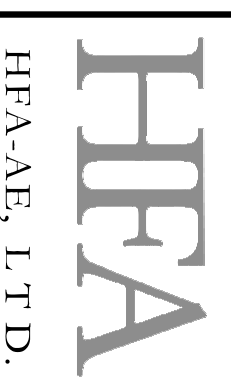
NOTES:

- PROVIDE WITH WALL BRACKET.
- PROVIDE WITH INTEGRAL THERMOSTAT SET TO 40 DEGREES F.

RADIANT HEATER SCHEDULE									
MARK	MANUFACTURER	MODEL	CONTROL METHOD	ELECTRICAL DATA	HEAT INPUT (BTU/H)	WEIGHT	NOTES		
RH-1	ROBERTS GORDON	HEV-100	TSTAT	V	120	1	100		
RH-2	ROBERTS GORDON	HEV-100	TSTAT	PH	120	1	100		

NOTES:

- CONTROLLED BY SINGLE LOW VOLTAGE THERMOSTAT. SEE FLOOR PLAN.
- PROVIDE 45 DEGREE REFLECTOR. ANGLE TO REFLECT TOWARD CARRYASH EQUIPMENT.
- MOUNT AT 12" AFF.
- LENGTH OF STRAIGHT TUBE 40 FEET.



HFA - A/E, I, T, D.
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1-479-273-7780

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TRUE BLUE CAR WASH

8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

ISSUE BLOCK	
PERMIT	DATE
	01/10/23

CHECKED BY:	JPJ
DRAWN BY:	JAS
DOCUMENT DATE:	01/10/23

PROFESSIONAL ENGINEER

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: **John L. Mullins**

Signature:

Date: _____ License # **44028**

MECHANICAL SCHEDULES

SHEET **M201**

DIVISION 15

15A. GENERAL

15A.1 GENERAL REQUIREMENTS

REQUIREMENTS UNDER DIVISION ONE AND THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THESE SPECIFICATIONS SHALL BECOME THROUGHOUT THE CONTRACT WITH ITS CONTENTS AS TO REQUIREMENTS THAT AFFECT THIS DIVISION OR SECTION. THE WORK REQUIRED UNDER THIS SECTION INCLUDES MATERIAL, EQUIPMENT, INSTALLATION, LABOR, AND FINISHES. PROVIDE ALL MATERIALS, SERVICES AND LABOR REFERENCED IN THE DRAWINGS AND SPECIFICATIONS BY THE DRAWINGS AND SPECIFICATIONS.

15A.1.2 INSPECTION OF SITE

PRIOR TO SUBMITTING, VISIT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.

15A.1.3 MATERIAL AND WORKMANSHIP

PROVIDE NEW MATERIAL, EQUIPMENT AND APPARATUS UNDER THIS CONTRACT UNLESS OTHERWISE STATED HEREIN. OF BEST QUALITY NORMALLY USED FOR THE PURPOSE IN GOOD COMMERCIAL PRACTICE AND FREE FROM DEFECTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.

15A.1.4 COORDINATION

COORDINATE WORK WITH THAT OF OTHER TRADES SO THAT THE VARIOUS COMPONENTS OF THE SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE, AND WILL ALLOW PROPER SERVICE ACCESS TO WHICH HEREINSTALLED WITHOUT REGARD TO THE ABOVE SHALL BE RELOCATED AT NO ADDITIONAL COST TO THE OWNER.

15A.1.5 PROTECTION OF EQUIPMENT AND MATERIALS

STORE AND PROTECT FROM DAMAGE EQUIPMENT AND MATERIALS DELIVERED TO JOB SITE. COVER WITH POLYETHYLENE PLASTIC AS REQUIRED TO PROTECT FROM CLASTER DIRT, PAINT, GREASE, OR PHYSICAL DAMAGE. EQUIPMENT AND MATERIALS WILL BE REJECTED AND CONTRACTOR IS OBLIGATED TO FURNISH NEW EQUIPMENT AND MATERIAL OF A LIKE KIND.

15A.1.6 PROTECTION OF EXISTING MATERIALS

KEEP PREMISES CLEAN FROM FOREIGN MATERIAL, CREATED DURING WORK PERFORMED UNDER THIS CONTRACT. PIPING, EQUIPMENT, ETC., SHALL HAVE A NEAT AND CLEAN APPEARANCE AT THE TERMINATION OF THE WORK. PLUG OR CAP OPEN ENDS OF DUCTWORK AND PIPING SYSTEMS WHILE STORED OR INSTALLED DURING CONSTRUCTION WHEN NOT IN USE TO PREVENT THE ENTRANCE OF DEBRIS INTO THE SYSTEMS.

15A.1.7 OPERATION AND MAINTENANCE INSTRUCTIONS

COLLECT AND COMPLETE A COMPLETE BROCHURE OF INSTRUCTIONS, MATERIALS AND EQUIPMENT FURNISHED AND MAINTENANCE INSTRUCTIONS, MANUFACTURERS CATALOG SHEETS, WIRING DIAGRAMS, PARTS LISTS, APPROVED SHOP DRAWINGS, AND DESCRIPTIVE LITERATURE FURNISHED BY THE MANUFACTURER. INCLUDE AN INSIDE COVER SHEET ARCHITECT ENGINEER, GENERAL CONTRACTOR, SUB-CONTRACTOR, AND AN INDEX OF CONTENTS.

15A.1.8 WARRANTIES

WARRANT EACH SYSTEM AND EACH ELEMENT THEREOF AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 12 MONTHS FROM DATE OF SUBSTANTIAL COMPLETION, UNLESS SPECIFIC TERMS ARE NOTED TO CARRY A LONGER WARRANTY IN ALL CONSTRUCTION DOCUMENTS OR MANAGER WARRANTY IN THE CONTRACT. DEFECTS OCCURRING WITHIN THE WARRANTY PERIODS AS STATED IN THE GENERAL CONDITIONS AND DIVISION 1.

15A.1.9 CUTTING AND PATCHING

PERFORM CUTTING OF WALLS, FLOORS, CEILING, ETC., AS REQUIRED TO INSTALL WORK UNDER THIS SECTION. OBTAIN PERMISSION FROM THE ARCHITECT PRIOR TO CUTTING. DO NOT CUT OR DISTURB STRUCTURAL MEMBERS WITHOUT PRIOR APPROVAL FROM THE ARCHITECT. THE CONTRACTOR SHALL PATCH WALLS, FLOORS, ETC., AS REQUIRED BY WORK UNDER THIS SECTION. PATCHING SHALL MATCH THE ORIGINAL MATERIAL AND CONSTRUCTION. REPAIR AND FINISH AREAS DISTURBED BY WORK UNDER THIS SECTION TO MATCH EXISTING MATERIALS AND FINISHES IN A MANNER SATISFACTORY TO THE ARCHITECT.

15A.1.10 ROUGH-IN

COORDINATE WITH/OUT DELAY ROUGH-IN WITH GENERAL CONSTRUCTION, CONCEAL PIPING AND CONDUIT ROUGH-IN EXCEPT IN UNFINISHED AREAS AND WHERE OTHERWISE SHOWN.

15A.1.11 STRUCTURAL STEEL

STRUCTURAL STEEL USED FOR PIPE SUPPORTS, EQUIPMENT SUPPORTS, ETC., SHALL BE NEW, CLEAN, AND CONFORM TO ASTM DESIGNATION A-36.

15A.1.12 ACCESS DOORS

PROVIDE ACCESS DOORS IN CEILING AND WALLS WHERE VALVES AND EQUIPMENT INSTALLED UNDER THIS SECTION. PROVIDE CONCEALED HINGES, SCREWDRIVER-TYPE LOCK, ANCHOR STRAPS, MANUFACTURED BY MILCOR, ZURN, TITUS, OR EQUAL. OBTAIN ARCHITECT'S APPROVAL OF THE SIZE, LOCATION, AND COLOR BEFORE ORDERING.

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15A.1.14 PIPING MATERIALS

MATERIALS SPECIFIED OR NOTED ON THE DRAWINGS ARE SUBJECT TO THE APPROVAL OF LOCAL CODE AUTHORITIES. VERIFY APPROVAL BEFORE INSTALLING ANY MATERIAL ON JOBSITE METHOD.

15A.1.15 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15A.1.16 PIPING MATERIALS

FITTINGS AND SOLDERED CONNECTIONS MADE UP WITH GAS SOLDER. BRAZED MECHANICALLY FORMED FITTINGS SHALL BE APPROVED BY CODE CONNECTION LINES WHEN MADE WITH BRAZED SILVER SOLDER (MUNICIPALITY'S INSTRUCTIONS).

15A.1.13 PENETRATIONS

SEAL FLOOR, EXTERIOR WALL AND ROOF PENETRATIONS WITH AN ELASTIC, NON-RESETTING WITH APPROPRIATE NON-SINKING SEALANT. SEAL ROOF PENETRATIONS WITH 4 POUND PER SQUARE FOOT LEAD FLASHING. PROVIDE A STEVEE AND SEAL NON-FIBERED WATER STOPPING AND FLASHING (9.9 ACQUASULTE INSULATION).

15A.1.14 PROTECTION OF EXISTING MATERIALS

KEEP PREMISES CLEAN FROM FOREIGN MATERIAL, CREATED DURING WORK PERFORMED UNDER THIS CONTRACT. PIPING, EQUIPMENT, ETC., SHALL HAVE A NEAT AND CLEAN APPEARANCE AT THE TERMINATION OF THE WORK. PLUG OR CAP OPEN ENDS OF DUCTWORK AND PIPING SYSTEMS WHILE STORED OR INSTALLED DURING CONSTRUCTION WHEN NOT IN USE TO PREVENT THE ENTRANCE OF DEBRIS INTO THE SYSTEMS.

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15A.1.15 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15A.1.16 PIPING MATERIALS

FITTINGS AND SOLDERED CONNECTIONS MADE UP WITH GAS SOLDER. BRAZED MECHANICALLY FORMED FITTINGS SHALL BE APPROVED BY CODE CONNECTION LINES WHEN MADE WITH BRAZED SILVER SOLDER (MUNICIPALITY'S INSTRUCTIONS).

15A.1.17 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15A.1.18 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15A.1.19 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15A.1.20 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15B. HEATING, VENTILATION AND AIR CONDITIONING

ALL DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASHRAE AND SMACNA STANDARDS CORRESPONDING TO THE SYSTEM TYPE. PROVIDE THE MANUFACTURER'S RECOMMENDED PRESSURE RATINGS AND SEAL CLASS 'A'.

15B.1 DUCTWORK

ALL DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASHRAE AND SMACNA STANDARDS CORRESPONDING TO THE SYSTEM TYPE. PROVIDE THE MANUFACTURER'S RECOMMENDED PRESSURE RATINGS AND SEAL CLASS 'A'.

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ALL DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASHRAE AND SMACNA STANDARDS CORRESPONDING TO THE SYSTEM TYPE. PROVIDE THE MANUFACTURER'S RECOMMENDED PRESSURE RATINGS AND SEAL CLASS 'A'.

15B.15 HEATING, VENTILATION AND AIR CONDITIONING

ALL DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASHRAE AND SMACNA STANDARDS CORRESPONDING TO THE SYSTEM TYPE. PROVIDE THE MANUFACTURER'S RECOMMENDED PRESSURE RATINGS AND SEAL CLASS 'A'.

15B.16 HEATING, VENTILATION AND AIR CONDITIONING

ALL DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASHRAE AND SMACNA STANDARDS CORRESPONDING TO THE SYSTEM TYPE. PROVIDE THE MANUFACTURER'S RECOMMENDED PRESSURE RATINGS AND SEAL CLASS 'A'.

15B.17 HEATING, VENTILATION AND AIR CONDITIONING

ALL DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH ASHRAE AND SMACNA STANDARDS CORRESPONDING TO THE SYSTEM TYPE. PROVIDE THE MANUFACTURER'S RECOMMENDED PRESSURE RATINGS AND SEAL CLASS 'A'.

15C. PLUMBING

GENERAL CLEAN PIPE THROUGHOUT PRIOR TO INSTALLATION. REAM ENDS OF PIPE TO REMOVE BURRS. CUT PIPE WITH CLEAN CUTTING TOOL. REMOVE BURRS. INSTALL WITH ADEQUATE CLEARANCE FOR INSTALLATION OF COVERINGS WHERE REQUIRED. PIPE SHALL NOT BE SPRUNG OR BENT. NEATLY ALIGN PIPE CONNECTIONS TO SUPPORT FROM THE BUILDING.

15C.1 PIPING MATERIALS

MATERIALS SPECIFIED OR NOTED ON THE DRAWINGS ARE SUBJECT TO THE APPROVAL OF LOCAL CODE AUTHORITIES. VERIFY APPROVAL BEFORE INSTALLING ANY MATERIAL ON JOBSITE METHOD.

15C.2 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.3 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.4 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.5 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.6 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.7 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.8 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.9 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.10 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.11 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.12 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.13 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.14 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.15 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.16 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15C.17 PIPING MATERIALS

DOMESTIC WATER (COLD, HOT, SOFT), DOMESTIC WATER PIPING INSTALLED ABOVE THE FLOOR SLAB TEMPER COPPER TUBE WITH WROUGHT COPPER FITTINGS.

15D. EXTERIOR UTILITY CONNECTIONS

TERMINATE DOMESTIC WATER, STORM, AND SEWER LINES AT A POINT APPROXIMATELY FIVE FEET FROM THE BUILDING WALL, OR AS SHOWN ON THE DRAWINGS. MAKE CONNECTION TO THE VARIOUS SERVICES PROVIDED BY OTHERS AND COORDINATE CONNECTION REQUIREMENTS INTO THE VARIOUS SERVICES PROVIDED BY OTHERS AT THE INDICATED WVERT ELEVATION POINT PRIOR TO INSTALLATION. IF THE INSTALLATION WILL NOT INTO THE INDICATED WVERT ELEVATION POINT WHILE AND CIVIL ENGINEER SO THAT AN ALTERNATIVE MAY BE DETERMINED.

15D.1 EXTERIOR UTILITY CONNECTIONS

TERMINATE DOMESTIC WATER, STORM, AND SEWER LINES AT A POINT APPROXIMATELY FIVE FEET FROM THE BUILDING WALL, OR AS SHOWN ON THE DRAWINGS. MAKE CONNECTION TO THE VARIOUS SERVICES PROVIDED BY OTHERS AND COORDINATE CONNECTION REQUIREMENTS INTO THE VARIOUS SERVICES PROVIDED BY OTHERS AT THE INDICATED WVERT ELEVATION POINT PRIOR TO INSTALLATION. IF THE INSTALLATION WILL NOT INTO THE INDICATED WVERT ELEVATION POINT WHILE AND CIVIL ENGINEER SO THAT AN ALTERNATIVE MAY BE DETERMINED.

15D.2 EXTERIOR UTILITY CONNECTIONS

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15D.3 EXTERIOR UTILITY CONNECTIONS

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15D.4 EXTERIOR UTILITY CONNECTIONS

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15D.5 EXTERIOR UTILITY CONNECTIONS

TERMINATE DOMESTIC WATER, STORM, AND SEWER LINES AT A POINT APPROXIMATELY FIVE FEET FROM THE BUILDING WALL, OR AS SHOWN ON THE DRAWINGS. MAKE CONNECTION TO THE VARIOUS SERVICES PROVIDED BY OTHERS AND COORDINATE CONNECTION REQUIREMENTS INTO THE VARIOUS SERVICES PROVIDED BY OTHERS AT THE INDICATED WVERT ELEVATION POINT PRIOR TO INSTALLATION. IF THE INSTALLATION WILL NOT INTO THE INDICATED WVERT ELEVATION POINT WHILE AND CIVIL ENGINEER SO THAT AN ALTERNATIVE MAY BE DETERMINED.

15D.6 EXTERIOR UTILITY CONNECTIONS

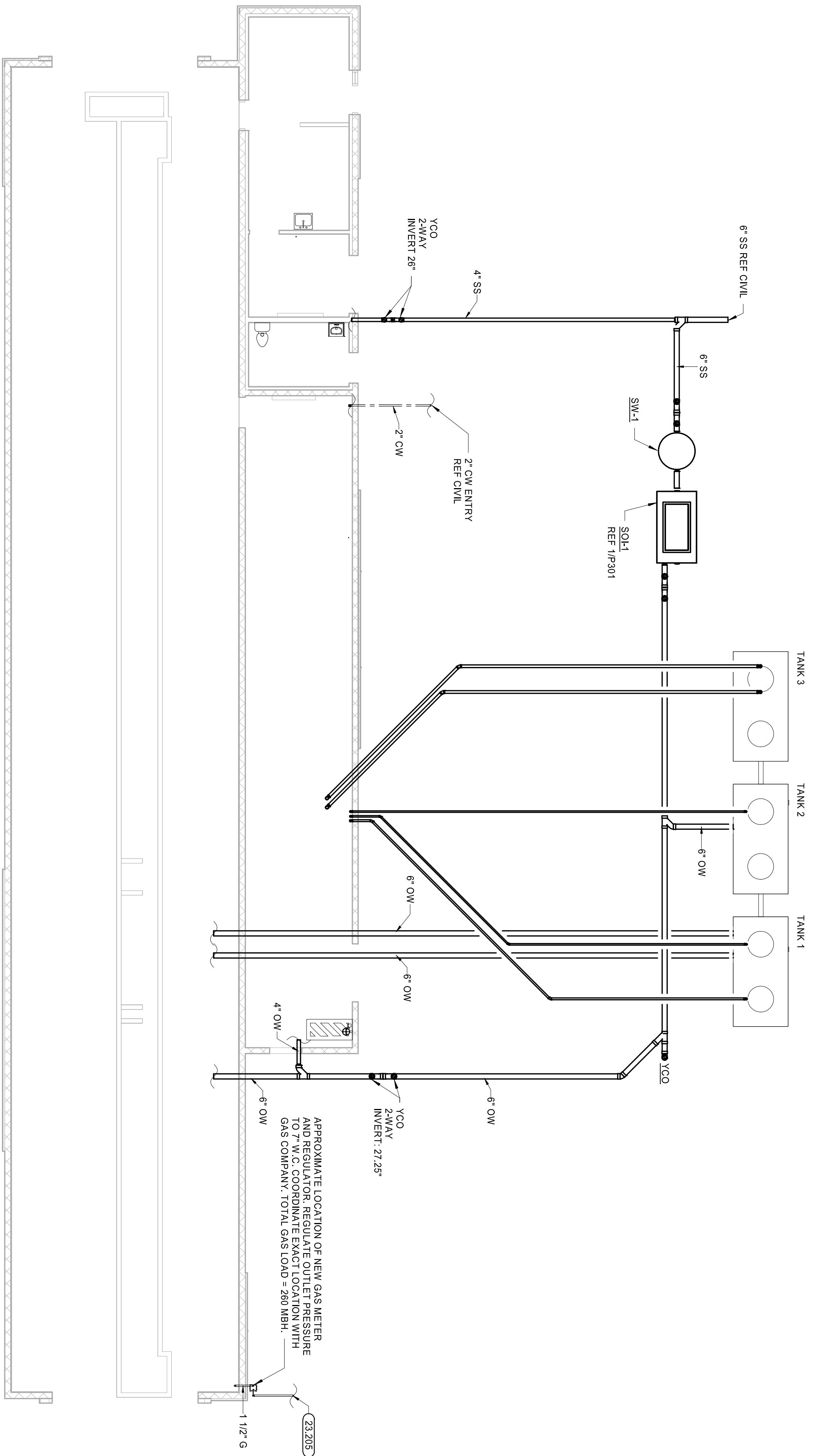
TERMINATE DOMESTIC WATER, STORM, AND SEWER LINES AT A POINT APPROXIMATELY FIVE FEET FROM THE BUILDING WALL, OR AS SHOWN ON THE DRAWINGS. MAKE CONNECTION TO THE VARIOUS SERVICES PROVIDED BY OTHERS AND COORDINATE CONNECTION REQUIREMENTS INTO THE VARIOUS SERVICES PROVIDED BY OTHERS AT THE INDICATED WVERT ELEVATION POINT PRIOR TO INSTALLATION. IF THE INSTALLATION WILL NOT INTO THE INDICATED WVERT ELEVATION POINT WHILE AND CIVIL ENGINEER SO THAT AN ALTERNATIVE MAY BE DETERMINED.

15D.7 EXTERIOR UTILITY CONNECTIONS

TERMINATE DOMESTIC WATER, STORM, AND SEWER LINES AT A POINT APPROXIMATELY FIVE FEET FROM THE BUILDING WALL, OR AS SHOWN ON THE DRAWINGS. MAKE CONNECTION TO THE VARIOUS SERVICES PROVIDED BY OTHERS AND COORDINATE CONNECTION REQUIREMENTS INTO THE VARIOUS SERVICES PROVIDED BY OTHERS AT THE INDICATED WVERT ELEVATION POINT PRIOR TO INSTALLATION. IF THE INSTALLATION WILL NOT INTO THE INDICATED WVERT ELEVATION POINT WHILE AND CIVIL ENGINEER SO THAT AN ALTERNATIVE MAY BE DETERMINED.

15D.8 EXTERIOR UTILITY CONNECTIONS

TERMINATE DOMESTIC WATER, STORM, AND SEWER LINES AT A POINT APPROXIMATELY FIVE FEET FROM THE BUILDING WALL, OR AS SHOWN ON THE DRAWINGS. MAKE CONNECTION TO THE VARIOUS SERVICES PROVIDED BY OTHERS AND COORDINATE CONNECTION REQUIREMENTS INTO THE VARIOUS SERVICES PROVIDED BY OTHERS AT THE INDICATED WVERT ELEVATION POINT PRIOR TO INSTALLATION. IF THE INSTALLATION WILL NOT INTO THE INDICATED WVERT



1
 1/8" = 1'-0"
PLUMBING SITE PLAN

23.205	KENNOTES TO GAS COMPANY MAIN COORDINATE EXACT ROUTING WITH GAS COMPANY.
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 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

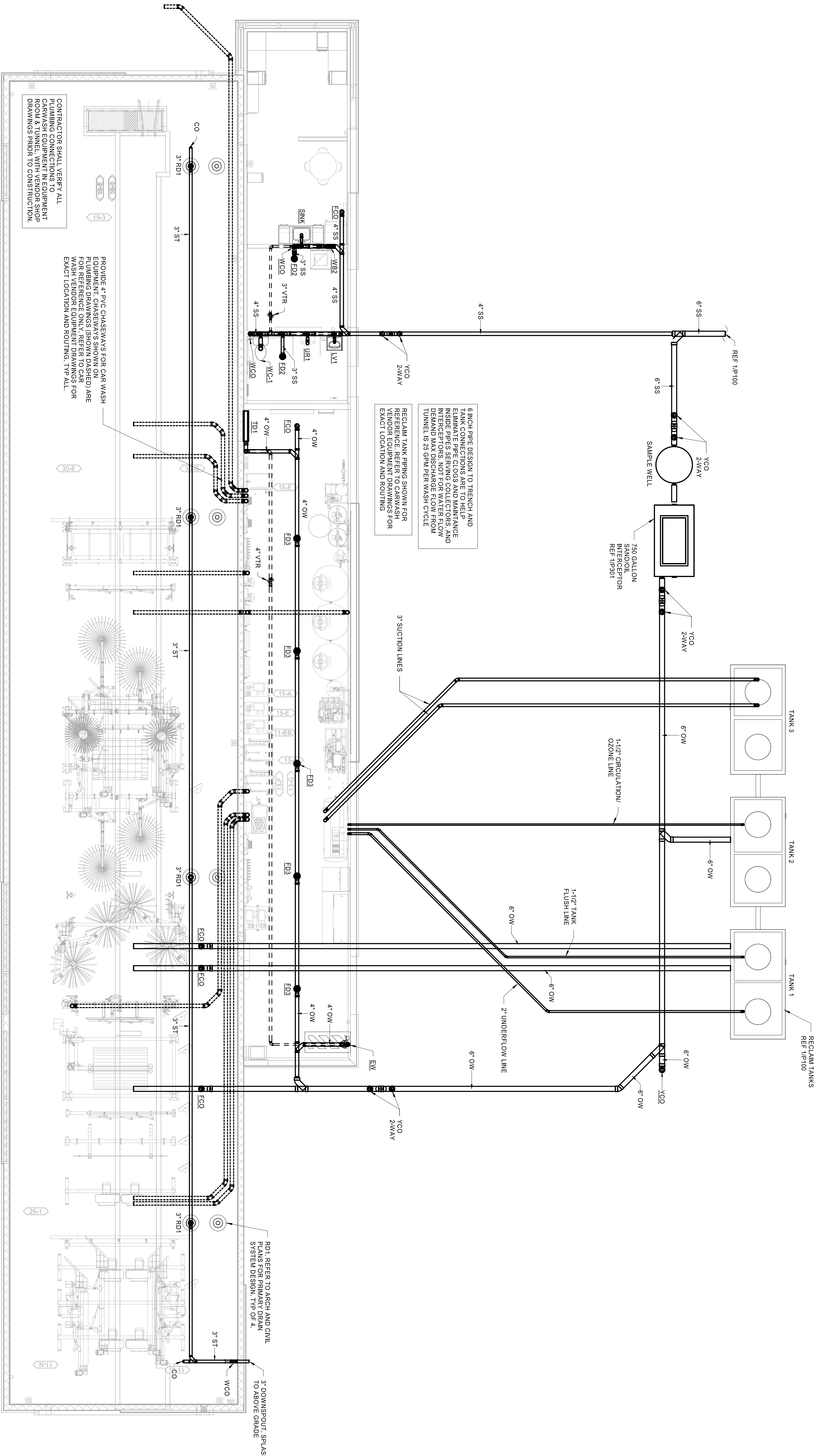
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DRAWN BY:	JAS
DOCUMENT DATE:	01/10/23

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 supervision and that I am a duly Licensed
 Professional Engineer under the laws of the
 State of Minnesota
 Print Name: **John L. Mullins**
 Signature: *John L. Mullins*
 Date: _____ License # **44028**

PLUMBING SITE PLAN
 SHEET
P100

11/10/2024 11:43:41 AM
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 -P101-BELOW SLAB PLUMBING PLAN



CONTRACTOR SHALL VERIFY ALL PLUMBING CONNECTIONS TO EXISTING EQUIPMENT ROOM & TUNNEL, WITH VENDOR SHOP DRAWINGS PRIOR TO CONSTRUCTION.

PROVIDE 4\"/>

6 INCH PIPE DESIGN TO TRENCH AND TANK CONNECTIONS ARE TO BE PLACED INSIDE PIPES SERVING COLLECTORS AND INTERCEPTORS. NOT FOR WATER FLOW DEMAND MAY DISCHARGE FLOW FROM TUNNELS 25 GPM PER WASH CYCLE

RECLAIM TANK PIPING SHOWN FOR REFERENCE. REFER TO CARWASH VENDOR EQUIPMENT DRAWINGS FOR EXACT LOCATION AND ROUTING

RD1 REFER TO ARCH AND CIVIL PLANS FOR PRIMARY DRAIN SYSTEM DESIGN, TYP OF 4.

3\"/>

1 BELOW SLAB PLUMBING PLAN
 3/16\"/>

BELOW SLAB PLUMBING PLAN

SHEET P101

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 Signature: *John L. Mullins*
 Date: _____ License # 44028

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DRAWN BY:	JAS
DOCUMENT DATE:	01/10/23

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TRUE BLUE CAR WASH

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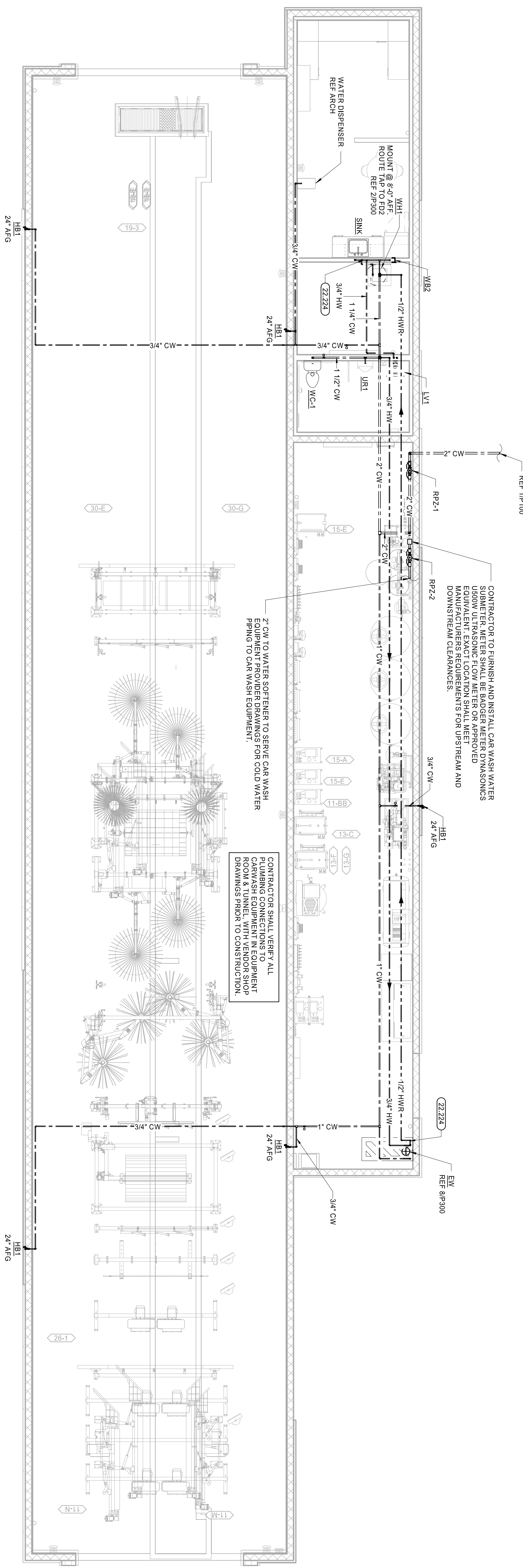
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 -P200-WATER PLAN

1 WATER PLAN
 3/16" = 1'-0"



22.224 HWIR CONNECTION MUST BE WITHIN 8'-0" OF PLUMBING FIXTURE.

REMARKS

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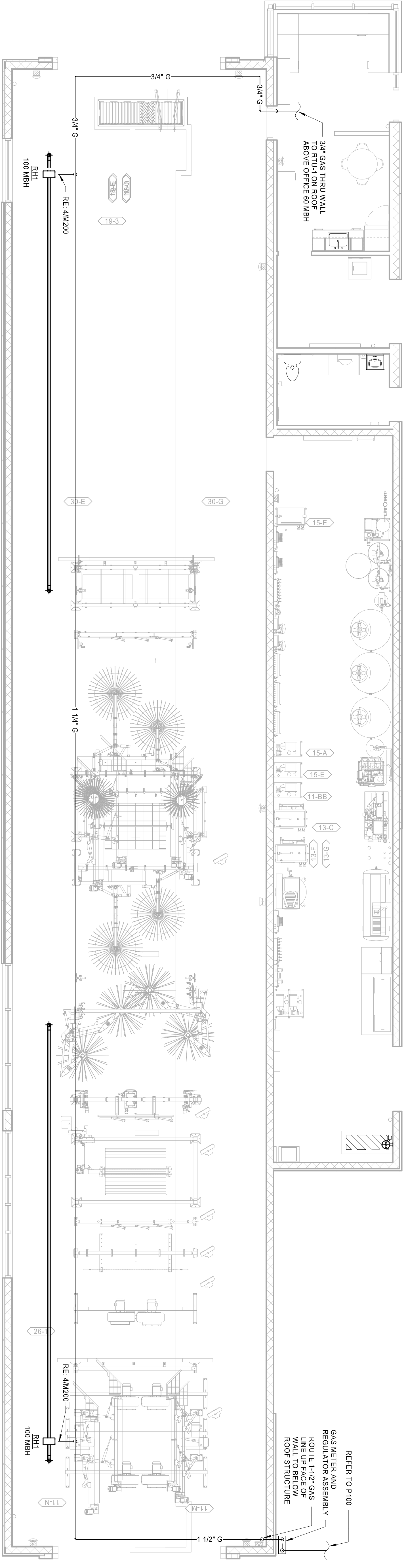
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WATER PLAN

SHEET
P200

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 -P201-GAS PLAN



1 GAS PLAN
 3/16" = 1'-0"

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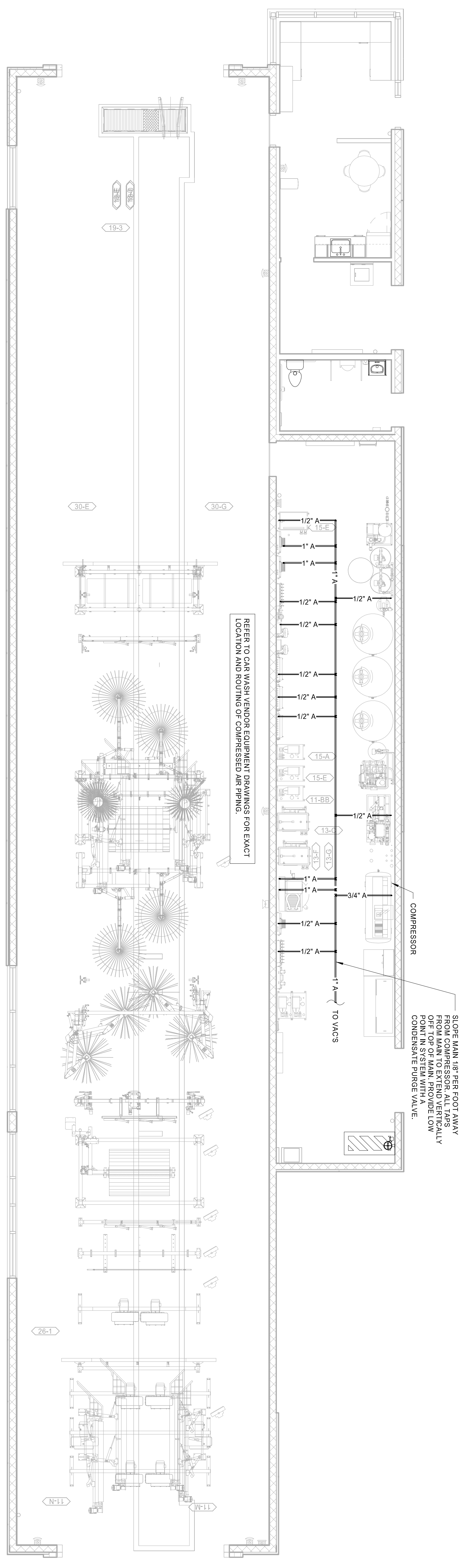
GAS PLAN

SHEET
P201

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 -P202-COMPRESSED AIR PLAN



REFER TO CAR WASH VENDOR EQUIPMENT DRAWINGS FOR EXACT LOCATION AND ROUTING OF COMPRESSED AIR PIPING.

SLOPE MAIN 1/8\"/>

1
 3/16\"/>

SHEET
P202

COMPRESSED AIR PLAN

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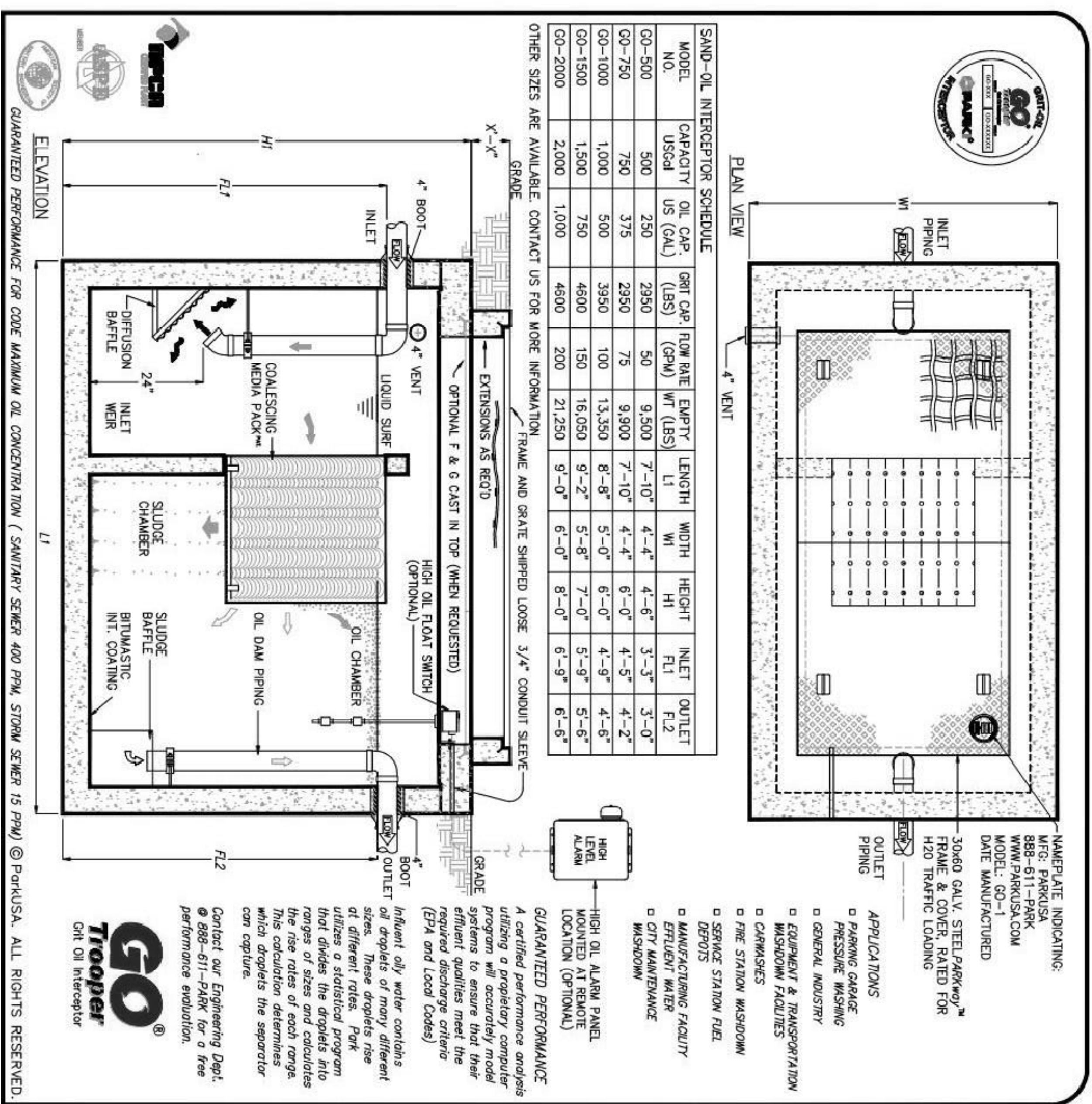
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 -P301-PLUMBING DETAILS

1 SAND/OIL SEPARATOR DETAIL
 NTS

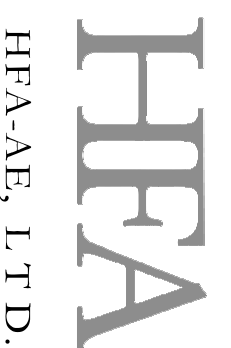


GUARANTEED PERFORMANCE
 A certified performance analysis utilizing a proprietary computer program will accurately model systems to ensure that their effluent qualities meet the required discharge criteria (EPA and Local Codes).

Influent oily water contains droplets of many different sizes. These droplets rise at different rates. Park utilizes a statistical program that divides the droplets into ranges of sizes and calculates the rise rates of each range. This calculation determines which droplets the separator can capture.

Contact our Engineering Dept. @ 888-511-PARK for a free performance evaluation.

GO Trooper
 Grit Oil Interceptor



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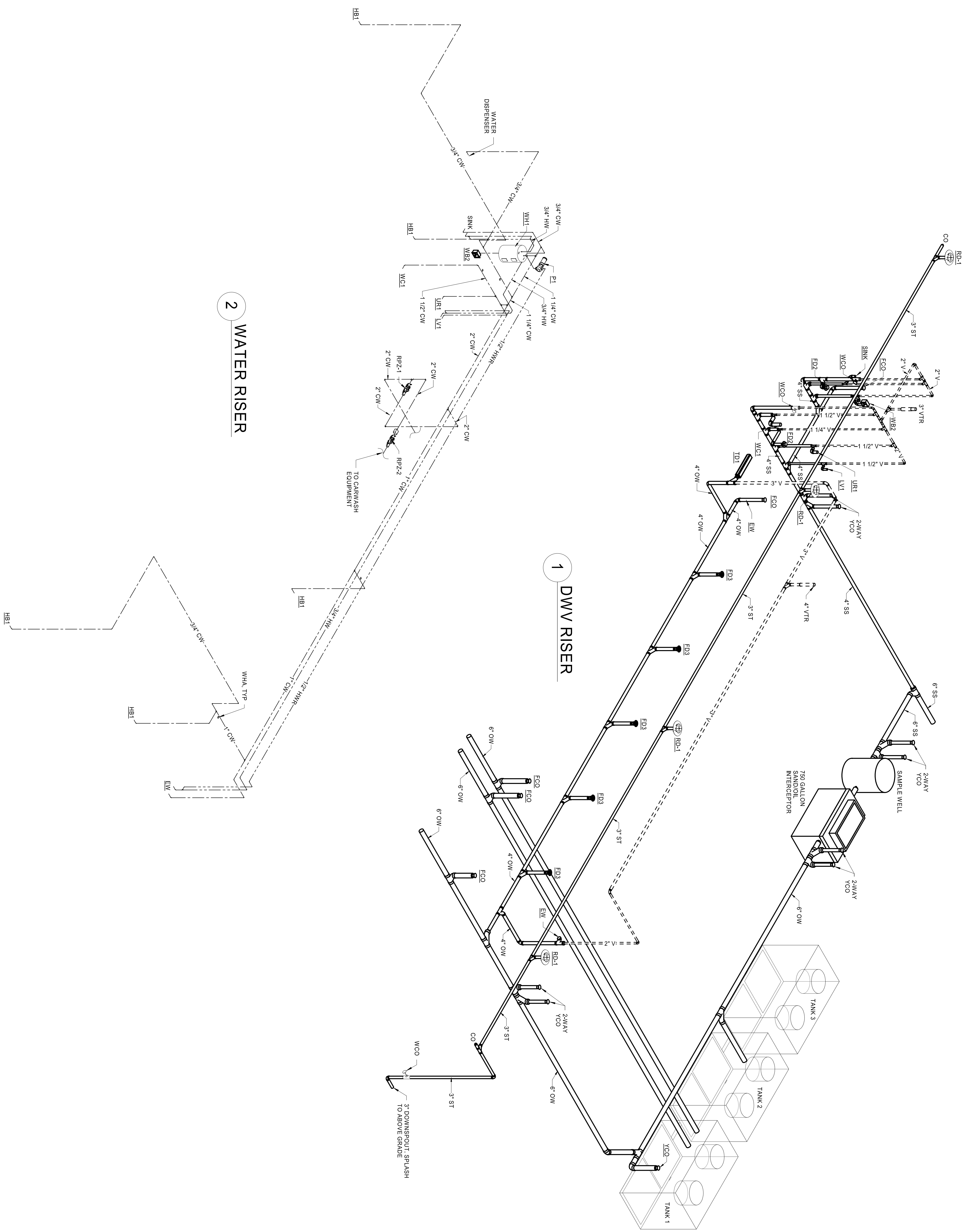
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PLUMBING DETAILS

SHEET P301

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 -P401-PLUMBING RISER DIAGRAM



2 WATER RISER

1 DWV RISER

SHEET
P401

PLUMBING RISER DIAGRAM

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 Date: _____ License # **44028**

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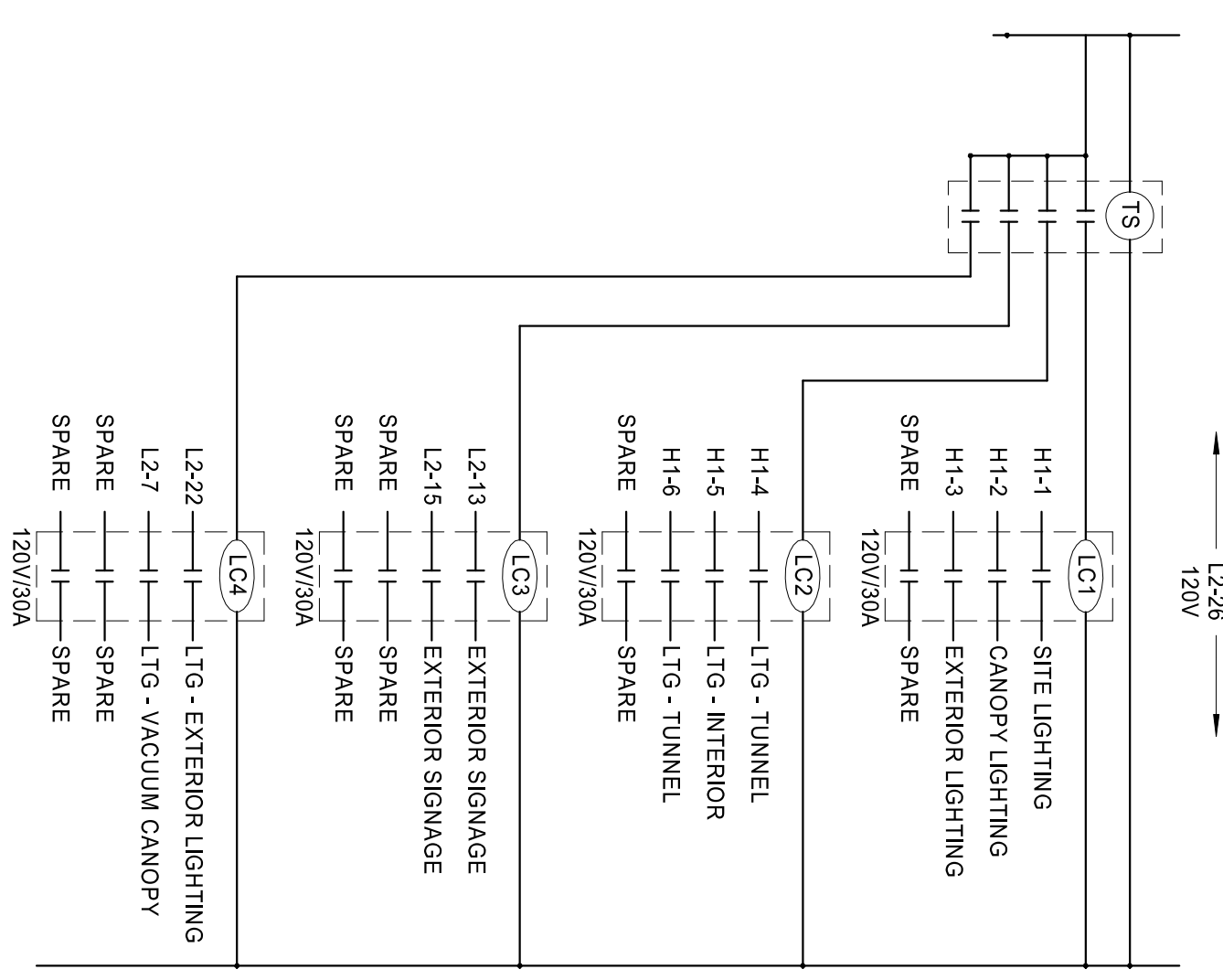
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 C:\Users\jcastaneda\Documents\2012 Rev4\Projects\06-23-80005 True Blue Carwash - Brooklyn Park, MN MEP_V22_HFA\jcastaneda\dwg\4.3E-ELECTRICAL SITE PLAN.rvt
 4.3E-ELECTRICAL SITE PLAN

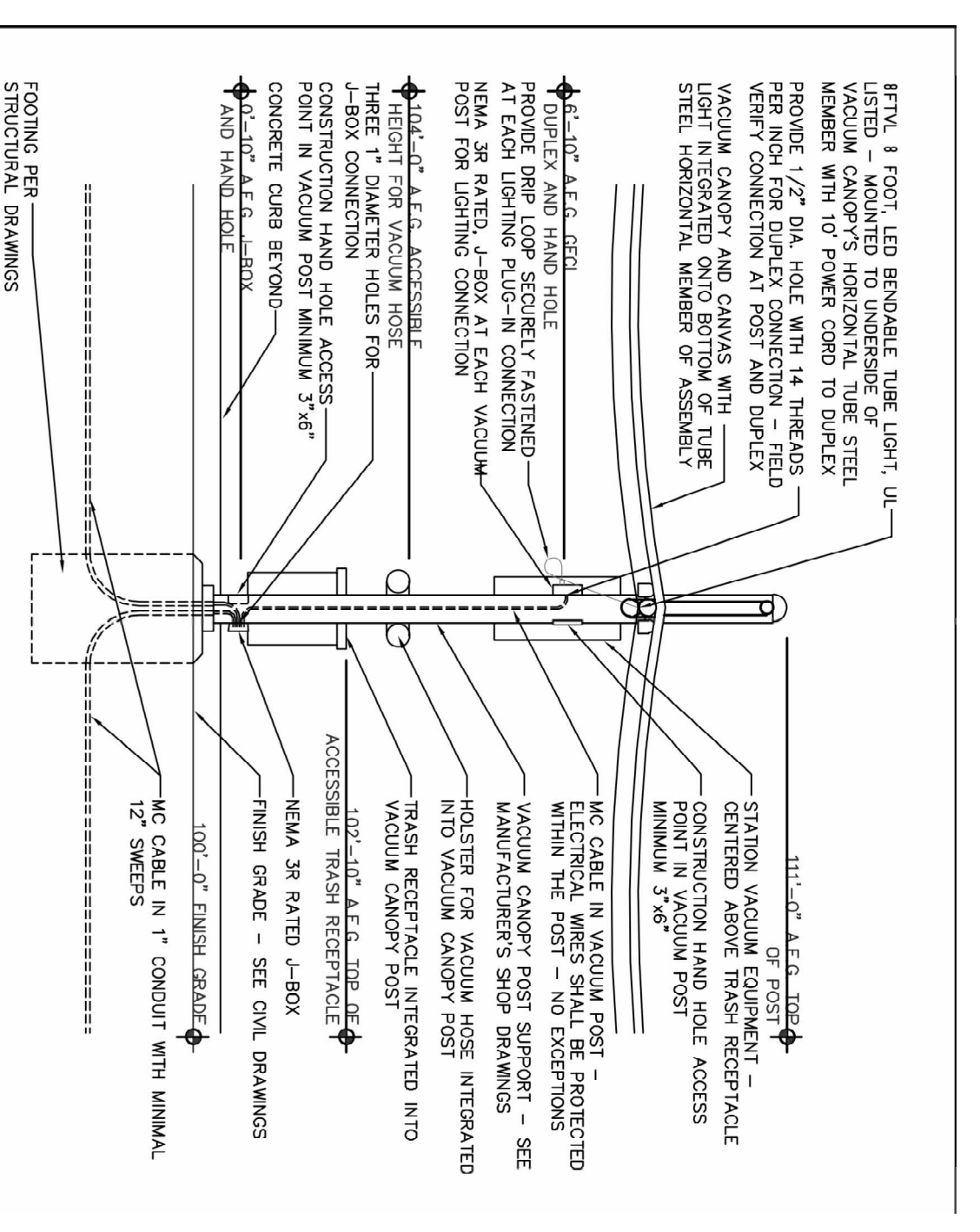
TS = TIMECLOCK (18A-1830) 4-CIRCUIT
 2-POLE SWITCH
 ASTRONOMICAL TIMECLOCK WITH
 OVERRIDE SWITCH, INTERMATIC OR
 SIMILAR



ELECTRICALLY HEATED LIGHTING
 CONTACTORS SQUARE D TYPE
 LG80-402 CLASS 8003 IN NEMA 3R
 ENCLOSURE. CONTACTS SHALL
 BE RATED FOR 30 AMP
 FLUORESCENT 20A TUNGSTEN
 OR SIMILAR.

NOTE
 SET THE TIMECLOCK TO TURN OFF AT CLOSING TIME. VERIFY TIME WITH
 OWNER.

5 CONTACTOR DETAIL
 NTS



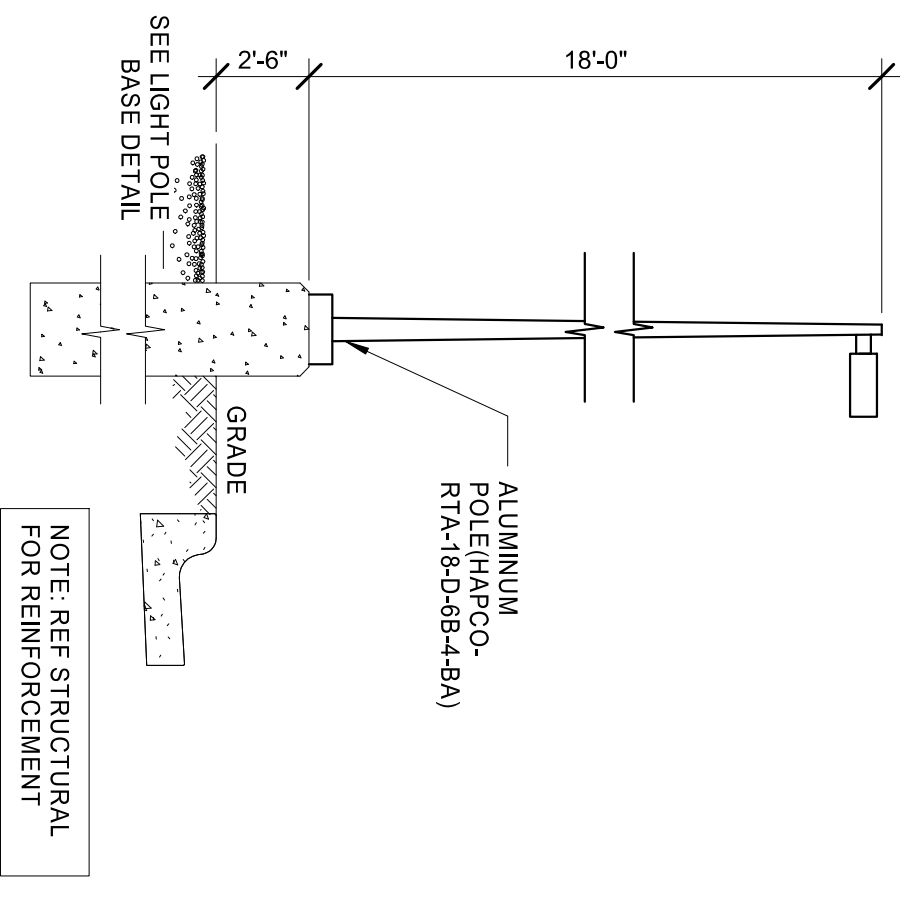
- NOTES:
1. THE VACUUM POSTS DOUBLE AS A PASSAGEWAY FOR THE VACUUM SYSTEM.
 2. ELECTRICAL WIRING SHALL NOT BE EXPOSED WITHIN THE VACUUM POST - NO EXCEPTIONS.
 3. THE NEMA 3R RATED J-BOX SHALL BE RATED FOR THE ATTACHMENT OF 3 SEPARATE MC CABLES THROUGH THE BACK OF THE BOX.
 4. THE MC CABLE SHALL BE PROTECTED AT ALL TIMES. DRIPPED, NIPPED, PUNCTURED OR OTHERWISE DAMAGED MC CABLE SHALL NOT BE ACCEPTED.
 5. THE J-BOX AND GFCI DUPLEX CONNECTIONS TO THE VACUUM POST SHALL INCLUDE GASKETS FOR AN AIR-TIGHT, WEATHER PROOF CONNECTION. PROVIDE WITH WHEE-IN-COVER.
 6. THE HAND HOLE ACCESS POINTS SHALL BE CLOSED COMPLETELY FOR AN AIR-TIGHT, WEATHER PROOF CONNECTION.
 7. ALL LIGHTING CIRCUITS SHALL BE ROUTED THROUGH THE LIGHTING RELAY CONTROL PANEL FOR AUTOMATIC TURN-ON/TURN-OFF.

2 VACUUM POLE MOUNTING DETAIL
 NTS

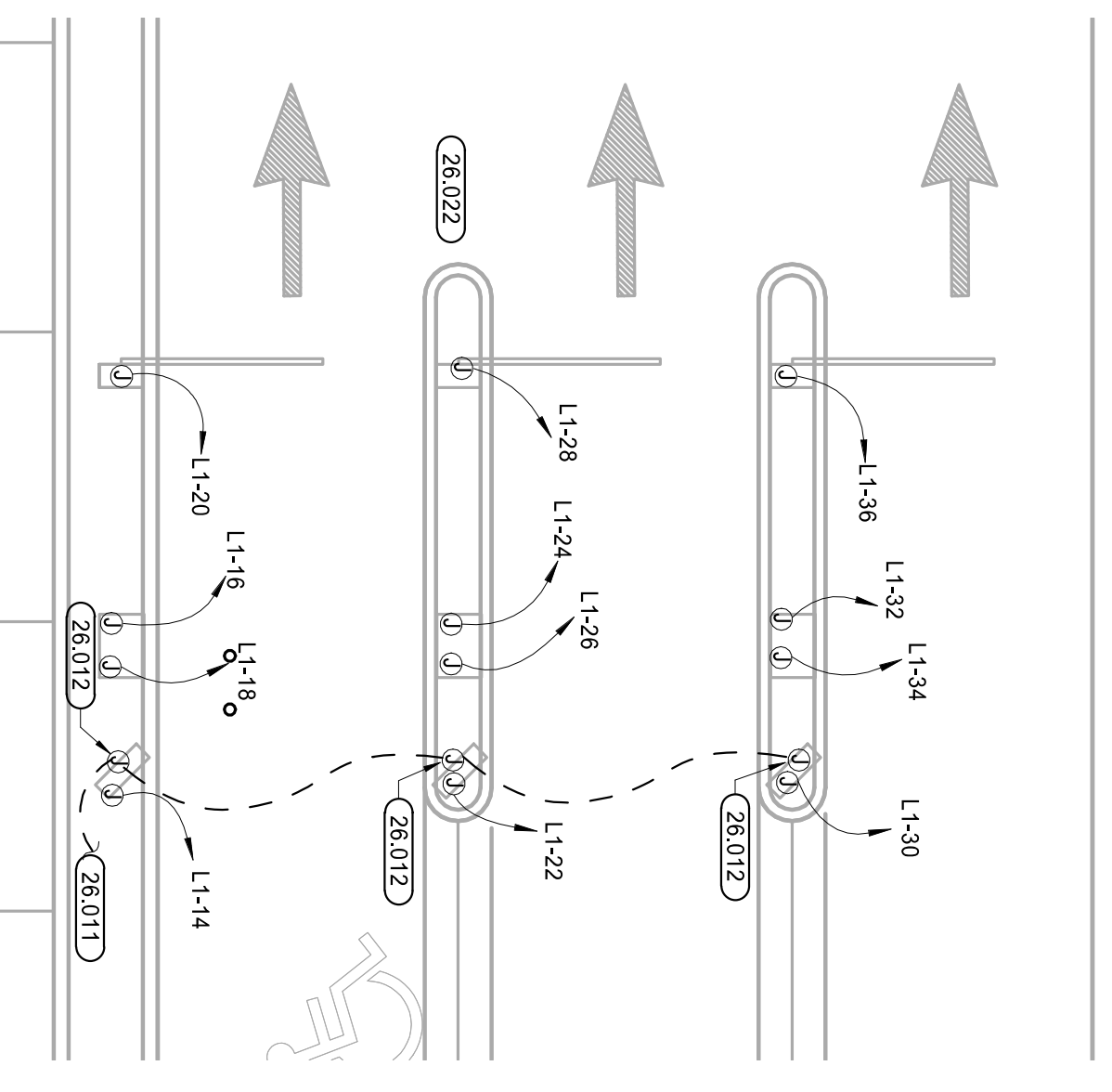
1 ELECTRICAL SITE PLAN
 1" = 20'-0"



4 LIGHT POLE DETAIL
 NTS



3 ENLARGED CANOPY PLAN
 1/8" = 1'-0"



GENERAL NOTES

1. REFER TO ELECTRICAL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND COMPLETE CONTRACTUAL OBLIGATIONS.
2. ELECTRICAL CONTRACTOR SHALL CONTACT TELEPHONE COMPANY REGARDING EXACT LOCATION OF ALL PRIMARY SERVICE EQUIPMENT, TRENCH LOCATION, ETC.
3. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY TRENCHING, BACKFILL, AND CONDUIT STUBS INTO THEIR SPECIFICATIONS.
4. ALL WIRING FOR OUTSIDE LIGHTING SHALL BE A MINIMUM OF #10 COPPER WITH TYPE THWN INSULATION. RUN UNDERGROUND CIRCUITS IN 1" P.V.C. AND PROVIDE A #10 COPPER BOND IN ADDITION TO CIRCUIT CONDUCTORS. UNDERGROUND WIRING SHALL COMPLY WITH APPLICABLE CODES OF THE NEC.
5. ELECTRICAL CONTRACTORS SHALL PROVIDE NECESSARY SECONDARY CONDUCTORS, POWER TRENCHING, BACKFILL AND CONCRETE PADS FOR TRANSFORMERS AND SERVICE EQUIPMENT. ADDITIONALLY, PROVIDE CONDUIT STUBS INTO TELEPHONE COMPANY TRENCHING SPECIFICATIONS AND REQUIREMENTS.
6. ALL WIRING SHALL BE COPPER. WIRING #4 AWG AND LARGER SHALL BE XHHW TYPE INSULATION.

KEYNOTES

26.002	MAIN DISTRIBUTION PANEL AND UTILITY METER LOCATION, REFER TO EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION.
26.003	TELEPHONE LINE DISMOUNT FOR ADDITIONAL TELEPHONE BOARD.
26.004	TELEPHONE BOARD LOCATION.
26.005	VACUUM EQUIPMENT WITH (2) 480V, 3PHASE, 40HP, 59FLA MOTORS. VERIFY EXACT ELECTRICAL REQUIREMENTS WITH VENDOR AND MANUFACTURER INSTRUCTIONS.
26.006	BRING BACK TO VACUUM EQUIPMENT CONTROL PANEL, CONTROL PANEL IS LOCATED IN MAIN BUILDING ROOM. REFER TO EQUIPMENT PLAN SHEET E112.
26.010	COORDINATE EXACT INSTALLATION REQUIREMENTS WITH MANUFACTURER'S INSTALLATION DOCUMENTS PRIOR TO ROUGH-IN.
26.011	3/4" EMT CONDUIT WITH BULL ROPE ROUTED TO TRMS. VERIFY EXACT LOCATION AND HEIGHT PRIOR TO ROUGH-IN.
26.012	W.P. L-BOX FOR OWNER FINISHED CAMERA SYSTEM HEIGHTS PRIOR TO ROUGH-IN.
26.013	COLUMN MOUNTED 20A, SPST, WP KEY SWITCH FOR CANOPY LIGHTING DISCONNECT MEANS.
26.014	SEE CONDUIT DETAIL FOR MORE INFORMATION.
26.022	PHOTOCELL (INTERMATIC #EK4738S OR APPROVED EQUAL) FOR CONTROL OF EXTERIOR LIGHTING. MOUNT AS HIGH AS POSSIBLE.
26.039	PROVIDE TO 3/4" CONDUIT FROM VACUUM EQUIPMENT TO BUILDING EQUIPMENT ROOM. REFER TO EQUIPMENT PLAN SHEET E112.
26.073	REFER TO CIVIL PLANS FOR SERVICE ENTRANCE CONDUCTORS. REFER TO DETAIL 1E601 FOR ONE-LINE DIAGRAM.

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TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

ISSUE BLOCK	01/10/23
PERMIT	

CHECKED BY:	JAC
DRAWN BY:	IN
DOCUMENT DATE:	01/10/23

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: JAIME A. CASTANEDA
 SIGNATURE: _____
 DATE: _____ LICENSE NO: 51070

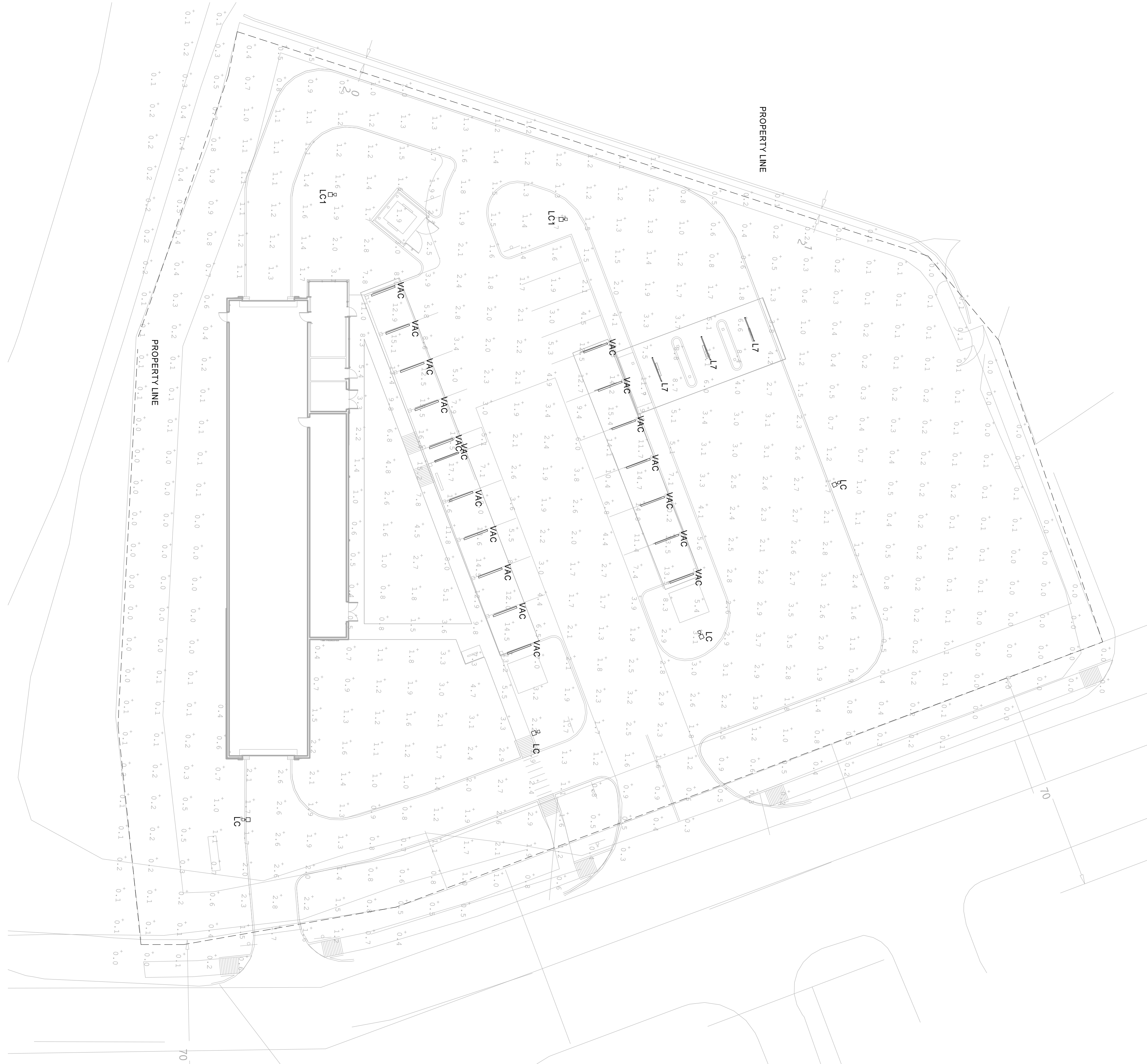
ELECTRICAL SITE PLAN
 SHEET
E002

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 E003-SITE PHOTOMETRICS PLAN PLAN

TYPE MARK	MANUFACTURER	CATALOG NUMBER	VOLTAGE	WATTAGE	LAMP TYPE	MOUNTING	REMARKS
L7	COLUMBIA LIGHTING	LXEM4550LW-RP-R-EDU	277	34.0	LED	PENDANT	96" PENDANT LINEAR FIXTURE WITH 3 3/4" WIDE FROSTED LENS, UL WET LABEL
LC	HUBBELL	ASL-F160L-70-5K7-4W-UNV-7PR-L1-HSS-B	277	100.0	LED	POLE	SITE FUTURE SHIELDED AND MOUNTED AT 20'-0" WITH 18" POLE (H/PPCC-RTA-16-D-08-43A)
LC1	HUBBELL	ASL-F160L-70-5K7-50W-UNV-7PR-L1-HSS-B	277	100.0	LED	POLE	SITE FUTURE SHIELDED AND MOUNTED AT 20'-0" WITH 18" POLE (H/PPCC-RTA-16-D-08-43A)
VAC	G&G	GPX8-SO-50K-120	120	36.0	LED	SURFACE	8' LONG FLEXIBLE LINEAR FIXTURE, UL WET LABEL

LIGHT FIXTURE SCHEDULE

CALCULATION SUMMARY					
CALC. LABEL	UNITS	AVG	MAX	MIN	AVG/MIN
SITE	FOOTCANDLES	3.68	31.3	0.3	12.27
PROPERTY LINE	FOOTCANDLES	0.3	1.2	0.0	N/A



1 SITE PHOTOMETRICS PLAN
 T = 20'φ

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TRUE BLUE CAR WASH
 8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443
 JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	DATE
	017/10/23	

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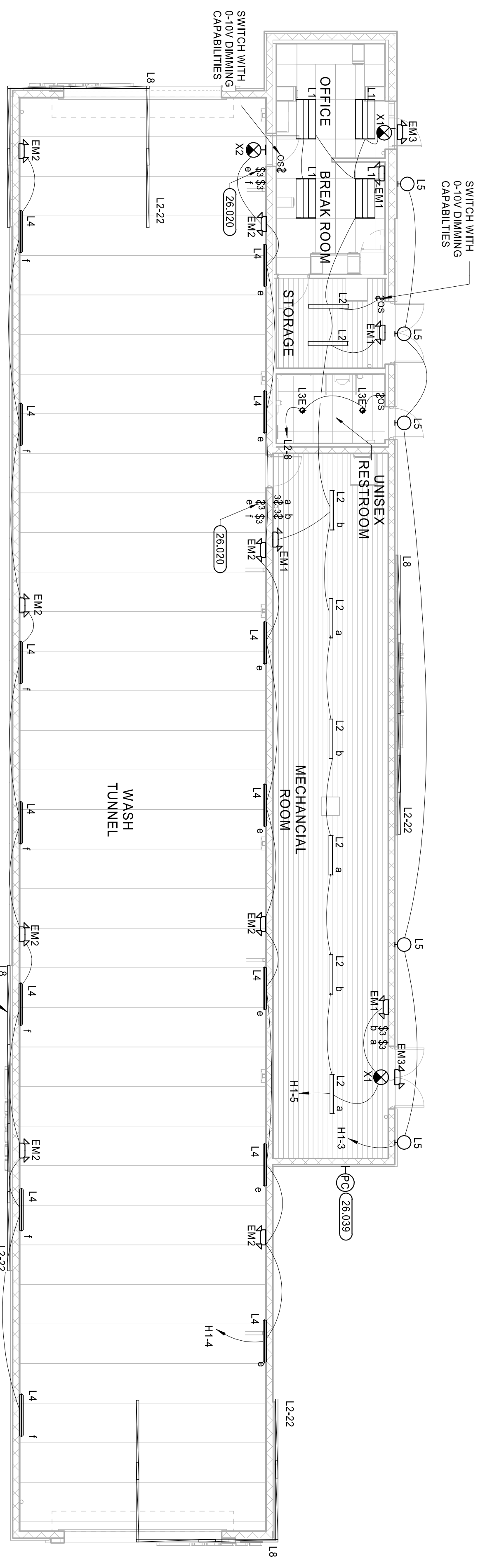
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 PRINT NAME: JAIME A. CASTANEDA
 SIGNATURE: _____
 DATE: _____ LICENSE NO: 51070

SITE PHOTOMETRICS PLAN PLAN
 SHEET
E003

11/10/2024 12:06:25 PM
 C:\Users\jlynna.newberg\Documents\2022 Rev4\ Projects\06-23-80005 True Blue Carwash - Brooklyn Park, MN_MEP_V22_MFA\jlynna.newberg.rvt
 -E101-LIGHTING PLAN

LIGHT FIXTURE SCHEDULE

TYPE MARK	MANUFACTURER	CATALOG NUMBER	VOLTAGE	WATTAGE	LAMP TYPE	MOUNTING	REMARKS
EM1	DUAL-LITE	L22	277	4.0	LED	SURFACE	EMERGENCY BATTERY LIGHTING UNIT
EM2	DUAL-LITE	PGW	277	4.0	LED	SURFACE	WET LISTED EMERGENCY BATTERY LIGHTING UNIT
EM3	PARAFET	AEL SERIES	277	4.0	LED	SURFACE	EXTENSION EMERGENCY SIGN WITH 90 MINUTE BATTERY BACK UP
L1	COLUMBIA	LCAT-24-38-LW-G-ED-U	277	35.0	LED	RECESSED	2 X 4 RECESSED TROFFER
L2	COLUMBIA	LCL	277	25.0	LED	PENDANT	4' LENSED STRIP LIGHT
L3E	PRESCOULTE	LCBLED-277-4LCLED-7-38K-8	120	22.0	LED	RECESSED	6" RECESSED DOWN LIGHT, PROVIDE WITH 90 MINUTE BATTERY BACK UP
L4	COLUMBIA	LXEM	277	47.0	LED	SURFACE	WET LISTED EMERGENCY SIGN WITH 90 MINUTE BATTERY BACK UP
L5	COLUMBIA	TRF-488W-C-24	277	17.0	LED	SURFACE	DECORATIVE WALL SCONCE
L8	INDUSSA LIGHTING	ARGCH-4x4-LED-TM-XXXMULTI	120	60.0	LED	SURFACE	RECESSED STRIP LED LIGHT AT TOP OF PARAFET EXACT BILL OF MATERIALS AND LIGHT FIXTURE LENGTHS TO BE DETERMINED BY MANUFACTURER BASED ON EXACT BUILDING DIMENSIONS. FIXTURE SHALL BE RATED AT 90K COLOR TEMPERATURE
X1	DUAL-LITE	EVO-CURVE	277	4.0	LED	SURFACE	EXIT SIGN WITH 90 MINUTE BATTERY BACK UP
X2	DUAL-LITE	SEMI-SERWE-4X	277	4.0	LED	SURFACE	WET LISTED EMERGENCY EXIT SIGN WITH 90 MINUTE BATTERY BACK UP



1 LIGHTING PLAN
 1/8" = 1'-0"

- #### GENERAL NOTES
- REFER TO ELECTRICAL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND COMPLETE CONTRACTUAL OBLIGATIONS.
 - THE ELECTRICAL CONTRACTOR SHALL PRIOR TO HIS BID, A VISIT THE SITE AND FIELD VERIFY ALL EXISTING CONDITIONS AND TAKE ALL CONSIDERATIONS INTO ACCOUNT AT THE TIME OF BID. NO CONSIDERATIONS WILL BE GRANTED THE CONTRACTOR AFTER THE BID IS ACCEPTED.
 - ALL ELECTRICAL METALLIC TUBING (EMT), RIGID NON-METALLIC CONDUIT, FLEXIBLE METALLIC CONDUITS, FLEXIBLE NON-METALLIC CONDUITS, "SEALTHIGHT" TYPE CONDUITS AND ALL OTHER CONDUITS SHALL NOT CONTAIN A CODE SIZED GROUND WIRE SHALL HAVE THE CIRCUIT CONDUCTORS.

KEYNOTES

26.020	PROVIDE WEATHERPROOF SWITCHES AT LOCATION SHOWN.
26.039	PHOTOCELL/INTERMATIC HEK4726S OR APPROVED EQUAL FOR CONTROL OF EXTERIOR LIGHTING. MOUNT AS HIGH AS POSSIBLE.

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TRUE BLUE CAR WASH

8595 EDINBURGH CENTRE DR.
 BROOKLYN PARK, MN 55443

JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	DATE
	01/10/23	

CHECKED BY: JAC
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PRINT NAME: JAIME A. CASTANEDA
 SIGNATURE: _____ LICENSE NO: 51070
 DATE: _____

LIGHTING PLAN

SHEET
E101

SWITCHBOARD

480/277 Vw@3PH,4W
800 A MCB
FULLY RATED, 69K AC
SURFACE, NEMA 3R

MDP	EXTIOR	UTILITY	DISTRIBUTION
LOCATION:	MDP	UTILITY	DISTRIBUTION
SUPPLY FROM:	MDP	UTILITY	DISTRIBUTION
SERVICES:	Lighting & Appliances		

WIRE	BREAKER SIZE	POLES	A	B	C
1	400 A	3	52.95	52.35	46.69
2	100 A	3	15.93	13.57	12.77
3	500 A	3	107.37	107.37	107.37
4					
5					
6					
7					
8					

LOAD CLASSIFICATION	CONNECTED LOAD	DEMAND FACTOR	TOTAL DEMAND
CONTINUOUS	5.00 KVA	125.00%	6.25 KVA
NON-CONTINUOUS	156.37 KVA	100.00%	156.37 KVA
LIGHTING	2.91 KVA	125.00%	3.64 KVA
RECEPTACLES	12.16 KVA	91.12%	11.08 KVA
MOTORS	329.38 KVA	100.00%	329.38 KVA
KITCHEN	0.00 KVA		0.00 KVA
REFRIGERATION	0.00 KVA		0.00 KVA
HVAC COOL	0.00 KVA		0.00 KVA
HVAC HEAT	0.00 KVA		0.00 KVA

TOTAL CONNECTED KVA:	TOTAL DEMAND:
639.88 A	178.25 KVA
629.20 A	173.29 KVA
602.29 A	168.83 KVA

H1 PANELBOARD

480/277 Vw@3PH,4W
400 A
FULLY RATED
40K AC
SURFACE, TYPE 1

Circuit Description	Wire	Tripp	Poles	A	B	C	Poles	Tripp	Wire	Circuit Description	CKT
1 LG - SITE POLES(6,11)	12	20 A	1	0.60	0.10	0.09	0.02	1	20 A	1 LG - PAV STATION(11)	2
3 LG - EXTERIOR(1)	12	20 A	1			0.39	0.02	1	20 A	12 LG - TUNNEL(11)	4
5 LG - INTERIOR(1)	12	20 A	1					10	15 A	12 LG - TUNNEL(11)	6
7 GRUNDFOSS PUMP #1	10	15 A	3	2.11	2.11			3	15 A	10 WATER REPRESSURIZATION	8
9	--	--	--	--	--			--	--	--	10
11	--	--	--	--	--			--	--	--	12
13 GRUNDFOSS PUMP #2	10	15 A	3	2.11	2.11			3	15 A	10 R.O. REJECT PUMP	14
15	--	--	--	--	--			--	--	--	16
17	--	--	--	--	--			--	--	--	18
19 AUTOVAC IO PANEL - #36-3	8	50 A	3	10.00	1.33			3	15 A	12 R.O. FILTRATION SYSTEM	20
21	--	--	--	--	--			--	--	--	22
23	--	--	--	--	--			--	--	--	24
25 AUTOVAC IO PANEL - #36-2	2	80 A	3	15.33	1.33			3	15 A	12 R.O. REPRESSURIZER	26
27	--	--	--	--	--			--	--	--	28
29	--	--	--	--	--			--	--	--	30
31 AIR COMPRESSOR 10HP	10	25 A	3	3.88	2.11			3	15 A	10 RECLAIM PUMP STATION	32
33	--	--	--	--	--			--	--	--	34
35	--	--	--	--	--			--	--	--	36
37 AIR COMPRESSOR 15HP	6	45 A	3	3.88	2.98			3	20 A	2 HEATED PAID CONTACTOR	38
39	--	--	--	--	--			--	--	--	40
41	--	--	--	--	--			--	--	--	42
43 HEATED PAID CONTACTOR	2	20 A	2	2.98	--			2	20 A	1 SPAGE	44
45	--	--	--	--	--			--	--	--	46
47 SPAGE	1	1	1	--	--			1	1	1 SPAGE	48
49 SPAGE	1	1	1	--	--			1	1	1 SPAGE	50
51 SPAGE	1	1	1	--	--			1	1	1 SPAGE	52
53 SPAGE	1	1	1	--	--			1	1	1 SPAGE	54

PER NEC ARTICLE 220	CONNECTED LOAD	DEMAND FACTOR	TOTAL DEMAND
CONTINUOUS	150.78 KVA	100.00%	150.78 KVA
NON-CONTINUOUS	1.02 KVA	125.00%	1.27 KVA
LIGHTING	0.00 KVA		0.00 KVA
RECEPTACLES	0.00 KVA	Not Computed	0.00 KVA
MOTORS	0.00 KVA		0.00 KVA
KITCHEN	0.00 KVA		0.00 KVA
REFRIGERATION	0.00 KVA		0.00 KVA
HVAC COOL	0.00 KVA		0.00 KVA
HVAC HEAT	0.00 KVA		0.00 KVA

TOTAL CONNECTED KVA:	TOTAL DEMAND:
154.30 A	152.00 KVA
152.35 KVA	152.20 KVA
158.57 A	153.83 KVA

L1 PANELBOARD

208/120 Vw@3PH,4W
225 A
SERIES RATED
22K AC
SURFACE, TYPE 1

Circuit Description	Wire	Tripp	Poles	A	B	C	Poles	Tripp	Wire	Circuit Description	CKT
1 EFF-1	12	20 A	1	0.18	2.50			2	35 A	8 EHU-1	2
3 RL-U1	10	25 A	3		2.16	2.50		2	35 A	8 EHU-2	4
5	--	--	--	--	--			--	--	--	6
7	--	--	--	--	--			--	--	--	8
9 SECURITY MONITOR	12	20 A	1	2.16	2.50			2	35 A	8 EHU-2	6
11 SECURITY DEVICES	12	20 A	1	0.18	0.18			1	20 A	12 RH-1	10
13 ROOFTOP RECEPTACLE	12	20 A	1	0.18	0.18			1	20 A	12 RH-2	12
15 IRRIGATION CONTROL(ER2)	12	20 A	1	0.18	0.14			1	20 A	10 MENU SIGN #1	14
17 CONTROLS TO SNOW MELT PANEL	12	20 A	1	0.50	0.96			1	20 A	10 PAV STATION #1	16
19 AIR DRIVER #10L	12	20 A	1	0.69	0.14			1	20 A	10 PAV STATION HEATER #1	18
21 INSTRUMENTATIONAL SIGN - #39-C	12	15 A	1	0.09	0.14			1	20 A	10 PAV STATION HEATER #1	20
23 THE SEAL SIGN - #29-E	12	20 A	1	0.00	0.14			1	20 A	10 MENU SIGN #2	22
25 GALAXY ARCH - #29-E	12	20 A	1	0.30	0.14			1	20 A	10 PAV STATION HEATER #2	24
27 PIG. RECEIVED SIGN - #29-B	12	20 A	1	0.00	0.14			1	20 A	10 PAV STATION HEATER #2	26
29 PIG. RECEIVED SIGN - #29-B	12	20 A	1	0.00	0.14			1	20 A	10 MENU SIGN #3	28
31 ENTR. INSTR. CABINET - #30-E	12	20 A	1	0.30	0.96			1	20 A	10 PAV STATION #3	30
33 ARCADE PANEL - #29-LV	12	20 A	1	0.30	0.96			1	20 A	10 PAV STATION HEATER #3	32
35 CONVEYOR HECO CONTROLLER	12	20 A	1	0.30	0.14			1	20 A	10 PAV STATION HEATER #3	34
37 D-10 STAND - #2H	12	20 A	1	0.30	1.67			3	35 A	8 WATER HEATER(2)	36
39 SPARE	--	--	--	--	--			--	--	--	38
41 SPARE	--	--	--	--	--			--	--	--	40

PER NEC ARTICLE 220	CONNECTED LOAD	DEMAND FACTOR	TOTAL DEMAND
CONTINUOUS	5.00 KVA	125.00%	6.25 KVA
NON-CONTINUOUS	5.99 KVA	100.00%	5.99 KVA
LIGHTING	1.88 KVA	125.00%	2.37 KVA
RECEPTACLES	12.16 KVA	91.12%	11.08 KVA
MOTORS	7.28 KVA	100.00%	7.28 KVA
KITCHEN	0.00 KVA		0.00 KVA
REFRIGERATION	0.00 KVA		0.00 KVA
HVAC COOL	0.00 KVA		0.00 KVA
HVAC HEAT	0.00 KVA		0.00 KVA

TOTAL CONNECTED KVA:	TOTAL DEMAND:
15.93 KVA	42.28 KVA
133.76 A	45.41 KVA
134.57 KVA	117 A
114.08 A	126 A

L2 PANELBOARD

208/120 Vw@3PH,4W
225 A
SERIES RATED
22K AC
SURFACE, TYPE 1

Circuit Description	Wire	Tripp	Poles	A	B	C	Poles	Tripp	Wire	Circuit Description	CKT
1 REC - EXTERIOR	12	20 A	1	0.30	0.18			1	20 A	12 REFRIGERATOR(4)	2
3 REC - OFFICE	12	20 A	1	0.36	0.18			1	20 A	12 MICROWAVE	4
5 REC - OFFICE	12	20 A	1	0.54	0.72			1	20 A	12 REC - BREAK ROOM	6
9 LG - VACUUM CANOPY (6,11)	10	20 A	1	0.65	0.22			1	20 A	12 LG - RES ROOM	8
7 W/ASHER	12	20 A	1	0.16	0.92			1	20 A	12 HAND DRYER(2)	10
11 REC - MICH ROOM	12	20 A	1	0.18	0.36			1	20 A	12 TRRACK	12
13 EXTERIOR SIGNAGE (11)	12	20 A	1	0.18	0.36			1	20 A	12 REC - TELEPHONE BOARD	14
15 EXTERIOR SIGNAGE (11)	12	20 A	1	0.18	0.36			1	20 A	12 WATER COOLER(4)	16
17 UNDER CHARGE SIGN - #29-B	12	20 A	1	0.30	0.18			1	20 A	12 REC - TELEPHONE BOARD	18
19 COOLER FAN SIGN - #29-C	12	20 A	1	0.30	1.20			1	20 A	12 RECIAC PUMP(4)	20
21 SPOT FREE SIGN - #29-D	12	20 A	1	0.30	0.49			1	15 A	12 EXTERIOR LIGHTING(2,11)	22
23 SPOT FREE SIGN - #29-D	12	20 A	1	0.30	0.50			1	15 A	12 WATER SOFTENER	24
25 FUSION VAX SIGN - #29-S	12	20 A	1	0.30	0.72			1	20 A	12 TIMECLOCK(2)	26
27 FUSION CERAMIC SIGN - #29-S	12	20 A	1	0.30	0.72			1	20 A	12 RECEPTACLES	28
29 FUSION CERAMIC SIGN - #29-S	12	20 A	1	0.30	0.72			1	20 A	12 RECEPTACLES	30

PER NEC ARTICLE 220	CONNECTED LOAD	DEMAND FACTOR	TOTAL DEMAND
CONTINUOUS	0.00 KVA		0.00 KVA
NON-CONTINUOUS	2.99 KVA	100.00%	2.99 KVA
LIGHTING	1.89 KVA	125.00%	2.37 KVA
RECEPTACLES	7.54 KVA	100.00%	7.54 KVA
MOTORS	0.18 KVA	100.00%	0.18 KVA
KITCHEN	0.00 KVA		0.00 KVA
REFRIGERATION	0.00 KVA		0.00 KVA
HVAC COOL	0.00 KVA		0.00 KVA
HVAC HEAT	0.00 KVA		0.00 KVA

TOTAL CONNECTED KVA:	TOTAL DEMAND:
31.49 A	12.20 KVA
31.49 A	12.20 KVA
31.49 A	12.20 KVA
31.49 A	12.20 KVA

- PANELBOARD NOTES ()**
- TERMINATE GROUND ON ISOLATED GROUND BUS.
 - INSTALL LOCKING DEVICE FURNISHED WITH PANELBOARD (LOCK-OFF FOR MAINTENANCE).
 - INSTALL LOCKING DEVICE FURNISHED WITH PANELBOARD (LOCK-ON FOR CRITICAL LOAD).
 - GFI BREAKER FOR PERSONNEL PROTECTION (6 mA).
 - GFI BREAKER FOR EQUIPMENT PROTECTION (30 mA).
 - CONDUCTOR SIZE HAS BEEN INCREASED FOR VOLTAGE DROP, SIZE EQUIPMENT GROUNDING CONDUCTOR FROM ORIGINALLY PER NEC.
 - REFER TO ONE-LINE DIAGRAM FOR AVAILABLE FAULT CURRENT FOR INTERRUPTING RATINGS.
 - REFER TO ONE-LINE DIAGRAM FOR WIRE SIZES.
 - FACTORY WIRING TO LOAD.
 - HACR TYPE RATED BREAKER.
 - THRU TIMER CONTACTOR.
 - BREAKER RATED FOR SWITCHING DUTY.

HRA
HFA-AR, L.T.D.
1-479-2737780
1715 S. Walton Blvd., Suite 3
Bloomington, Arkansas 72712
www.hra.com

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT BROOKLYN PARK, MINNESOTA. IT IS NOT TO BE REPRODUCED OR REUSED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTS AND ENGINEERS. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

TRUE BLUE CAR WASH
8595 EDINBURGH CENTRE DR.
BROOKLYN PARK, MN 55443
JOB NUMBER: 06-23-80005

ISSUE BLOCK	PERMIT	DATE
	01/10/23	

CHECKED BY:	JAC
DRAWN BY:	IN
DOCUMENT DATE:	01/10/23

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: JAIME A. CASTANEDA
SIGNATURE: _____
DATE: _____ LICENSE NO: 51070

ELECTRICAL PANEL SCHEDULES
SHEET
E602

City of Brooklyn Park Request for Council Action

Agenda Item:	4.4	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Community Development Rental and Business Licensing
Resolution:	N/A	Prepared By:	Megan Bookey, Program Assistant III
Ordinance:	N/A		
Attachments:	N/A		
Item:	Approve a Temporary On-Sale Liquor License for the Church of St Vincent de Paul for their Auction for Education to be held April 20, 2024, at 9100 93 rd 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 20, 2024, AT 9100 93RD AVENUE NORTH.

Overview:

St Vincent de Paul is hosting their Auction for Education on April 20, 2024, on parish grounds, 9100 93rd Avenue North. The hours of the event are 5:00 to 11:00 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

Agenda Item:	4.5	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Community Development
Resolution:	N/A	Prepared By:	Matt Hayes-Regan, Planning Program Assistant
Ordinance:	N/A		
Attachments:	N/A	Presented By:	Paul Mogush, Planning Director
Item:	Development Bond and Escrow Reductions/Releases		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO FULLY RELEASE THE OLD REPUBLIC SURETY COMPANY BOND #7314181 (\$929,100.00), TO FULLY RELEASE THE PERFORMANCE BOND (\$48,900.00), TO PARTIALLY RELEASE THE DEVELOPERS' ESCROW (\$38,012.99) FOR A NEW TOTAL OF (\$25,000.00) FOR SUBSTANTIAL COMPLETION OF THE "169 LOGISTICS CENTER" PROJECT #22-111.

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 the City requires performance bonding as well as escrows be filed with the City. The performance bonds are established at the time of site plan review. The City staff feels it is appropriate to release either the full or a portion of the performance bonds and developer's escrows at this time.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Request for Council Action

Agenda Item:	4.6	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Mark Becker, Street/Fleet Manager
Ordinance:	N/A		
Attachments:	4	Presented By:	Dan Ruiz, Director of Operations and Maintenance
Item:	Accept Bids and Award the Contract for the 2024 Bituminous Overlay Project to C.S. McCrossan Construction Inc.		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ TO ACCEPT BIDS AND AWARD THE CONTRACT FOR THE 2024 BITUMINOUS OVERLAY PROJECT TO C.S. McCROSSAN CONSTRUCTION INC.

Overview:

The proposed bituminous overlay project is a continuation of the street maintenance and rehabilitation program, which began in 1993 to preserve/increase street life. The street studies by IMS, Braun-Intertec and staff and research by APWA, MnDOT, MN Local Road Research Board, counties and other cities have shown a benefit if bituminous overlays are performed when streets are in relatively fair condition. Overlays will not, however, rejuvenate a street that is in a severe problem condition.

The bituminous overlays are necessary to extend the useful life of existing streets in fair condition in Street/Utilities Maintenance District Four. The streets recommended for overlay were selected by condition study, review of other related infrastructure items and other relevant input. Approximately 14.63 miles of residential streets will be milled and overlaid along with, five city parking lots, including curb, sidewalk and ADA ramp replacements. We are also assisting the Liberty Oaks Coach HOA with 0.27 miles of street rehabilitation at their expense.

The 2024 Bituminous Overlay Project O&M-SM-24-01 was advertised on February 1st, 2024, in the Brooklyn Park Sun-Post. On February 20th, 2024, eight (8) bids were received. The lowest responsible bid meeting specifications is from C.S. McCrossan Construction Inc. in the amount of \$2,514,409.40. The project preliminary estimated cost was \$2,900,000.00.

Primary Issues/Alternatives to Consider:

- Should the Council award the bid as recommended?

This project is necessary to meet the goal to provide continuous infrastructure preservation and improvement and is recommended for contract award.

Budgetary/Fiscal Issues:

The project recommended bid cost of \$2,514,409.40 is within the preliminary estimate of \$2,900,000.00 and is included in the 2024-2028 Capital Improvement Plan. Expenditures for the street portion of this project will initially come out of the Construction Fund, but the Construction fund will be reimbursed at the end of the year by franchise fee revenue. Heritage Infrastructure Fund will be used to fund the five parking lot improvements.

Attachments:

- 4.6A RESOLUTION
- 4.6B BID TAB
- 4.6C MAP OF STREETS
- 4.6D MAP OF PARKING LOTS

RESOLUTION #2024-

RESOLUTION TO ACCEPT BIDS AND AWARD THE CONTRACT
FOR THE 2024 BITUMINOUS OVERLAY PROJECT
TO C.S. McCROSSAN CONSTRUCTION INC.

WHEREAS, the 2024 Bituminous Overlay Project was advertised in the Brooklyn Park Sun-Post on February 1st, 2024, and

WHEREAS, on February 20th, 2024, eight (8) bids were received; and

WHEREAS, the lowest responsible bid meeting specifications is from C.S. McCrossan Construction Inc. in the amount of \$2,514,409.40; and

WHEREAS, the construction project, CIP #4001, is budgeted to be funded by the 2024 Construction Fund expenditure budget and reimbursed by franchise fee revenue at the end of the year, and the Heritage Infrastructure Fund budget for a total preliminary estimated cost of \$2,900,000.00; and

WHEREAS, the Bituminous Overlay Program is necessary to preserve/increase the useful life of existing streets and five parking lots.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to award the contract for the 2024 Bituminous Overlay Project to C.S. McCrossan Construction Inc. in the amount of \$2,514,409.40.

CIP4001-24 Various Streets & 5 Parking Lots Mill and Overlay

Quest Number: 8944592

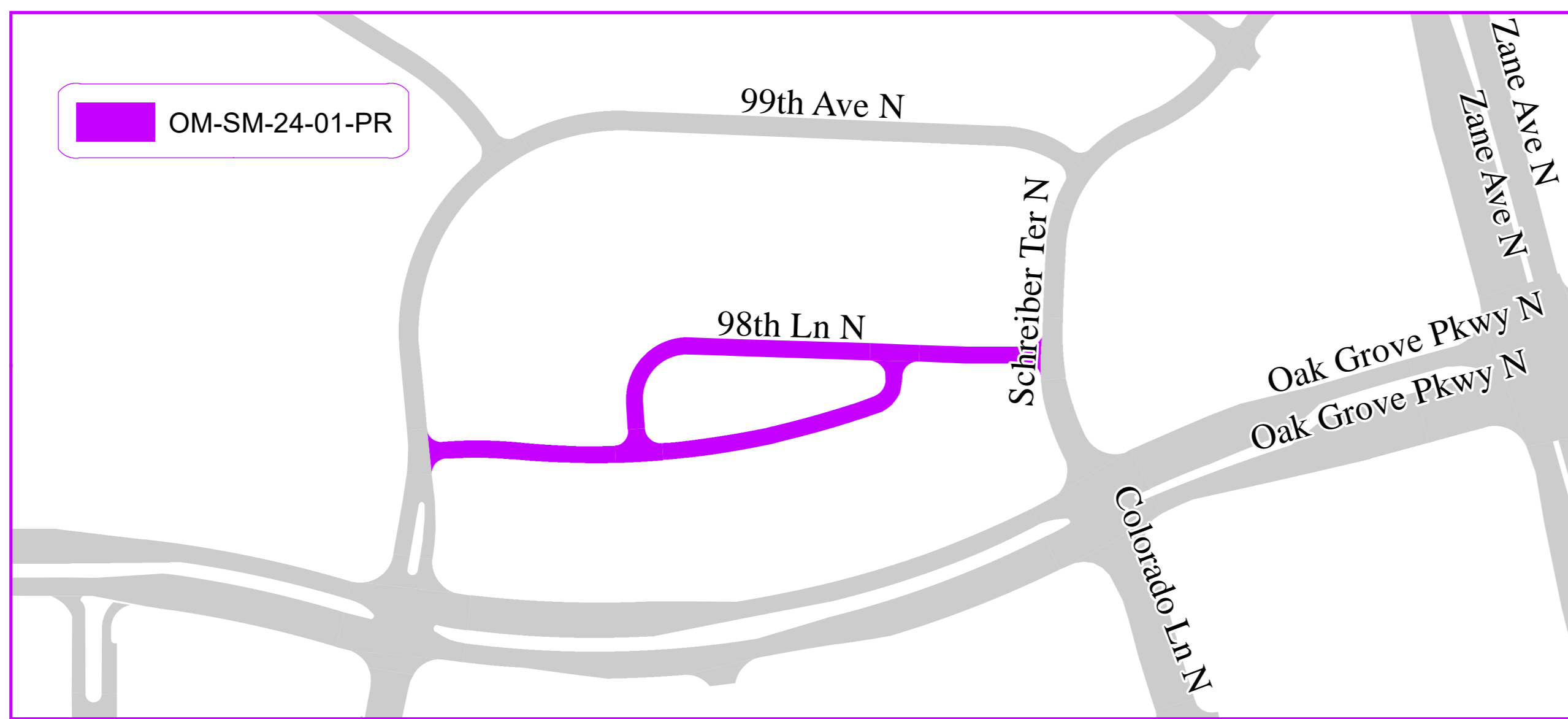
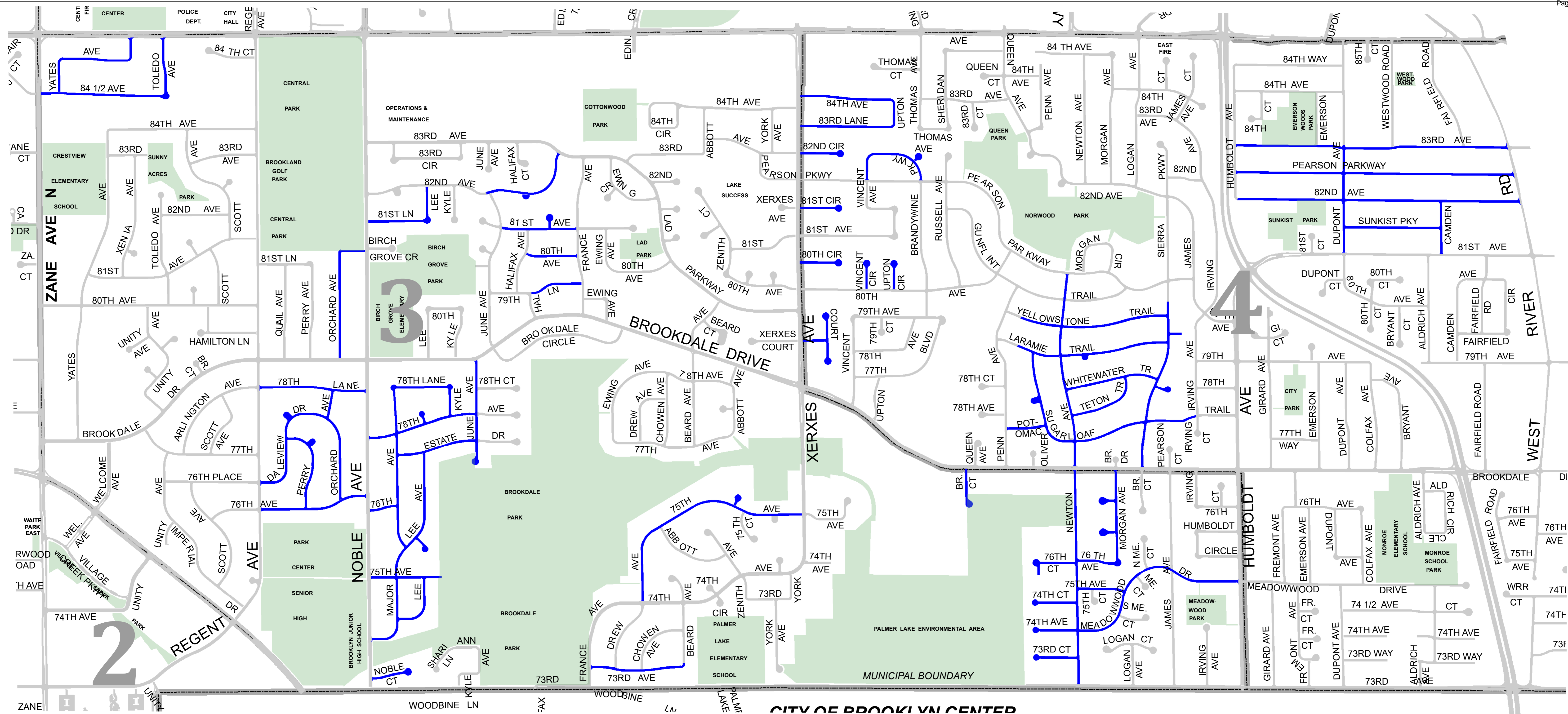
Owner Number: CIP4001-24

Closing Date: Tue, 02/20/2024 11:00 AM CST

Posting Type: Construction Project

Owner Name:	Brooklyn Park MN, City of
Owner Contact:	Mr. Mark Becker
Owner Phone:	763-493-8009
Solicitor Name:	Brooklyn Park MN, City of
Contact:	Mr. Mark Becker
Email:	mark.becker@brooklynpark.org
Phone:	763-493-8009
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

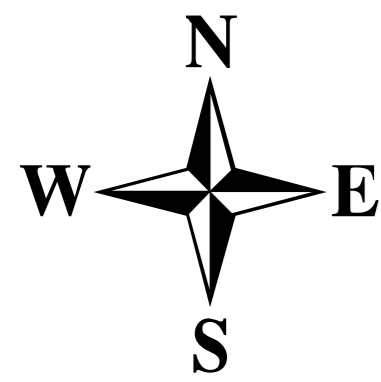
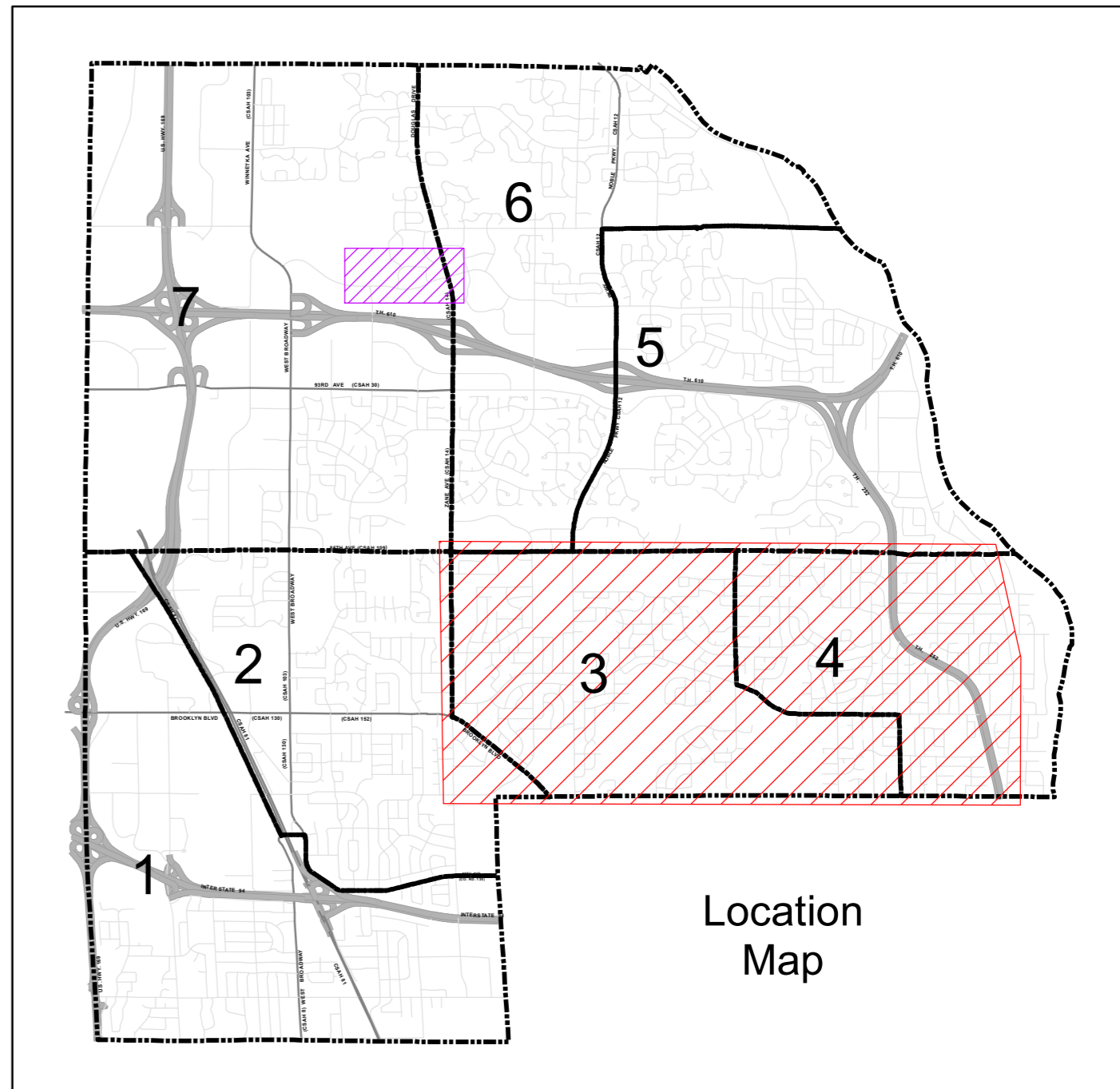
Company	Contact	Phone	E-mail	Amount	Awarded Comment
C. S. McCrossan Construction, Inc.	Estimator	763-425-4167	estimating@mccrossan.com	\$ 2,514,409.40	
GMH Asphalt Corporation	Estimator	952-442-5288	estimating@gmhasphalt.com	\$ 2,752,159.10	
Valley Paving, Inc	VPI Estimating	952-445-8615	estimating@valleypaving.com	\$ 2,781,806.00	
Park Construction Company	Michael Christianson	763-786-9800	estimating@parkconstructionco.com	\$ 2,845,494.14	
North Valley, Inc.	Les Bloom	763-274-2580	estimating@northvalleyinc.net	\$ 2,912,302.56	
Omann Brothers Paving Inc.	Kelly Omann	763 497-8259	komann@omanninc.com	\$ 2,996,944.00	
S.M. Hentges & Sons, Inc.	Estimating	952-492-5700	estimating@smhentges.com	\$ 2,999,780.14	
OMG Midwest Inc. dba Minnesota Paving & Materials	Plan Room	763-428-8886	estimating@minnpm.com	\$ 3,116,107.00	



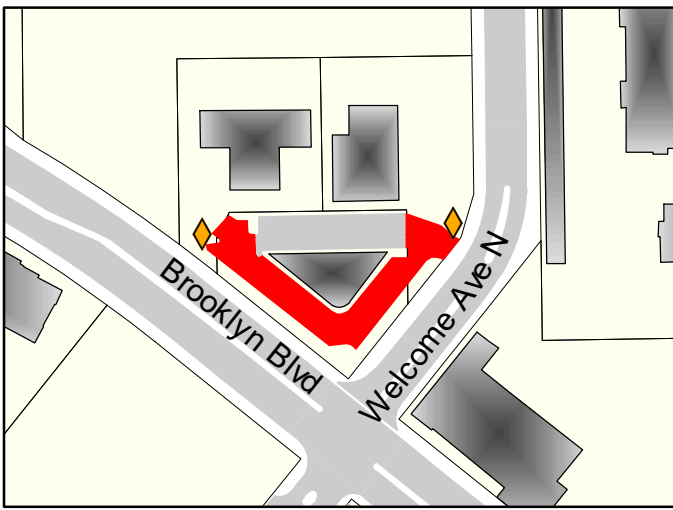
Overlay Map 2024

- Parks
- Non Overlay Streets
- Project**
- OM-SM-24-01

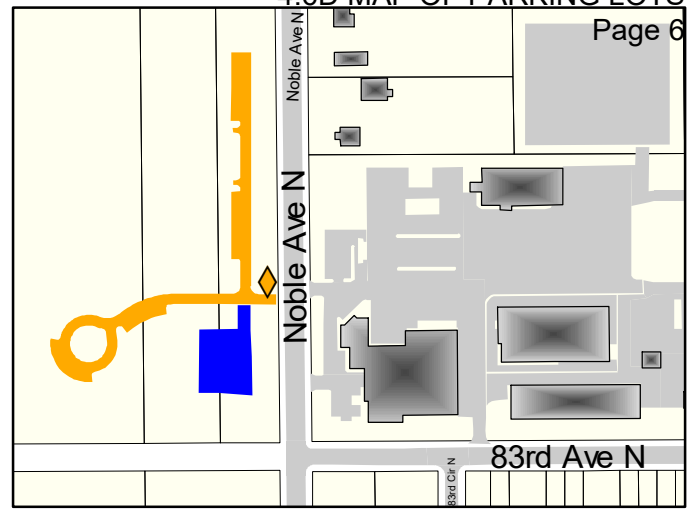
Public Streets - 250,345 SY
 Private Streets - 3,797 SY
 Parking Lots - 17,190 SY
 Total: 271,332 SY



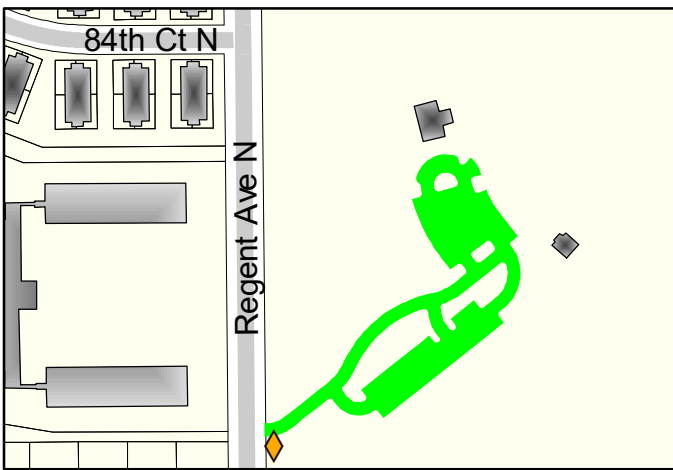
Date: 1/26/2024



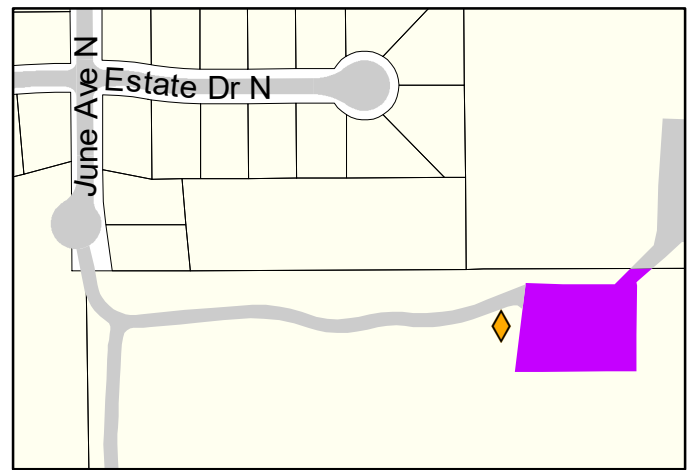
Village Creek PD



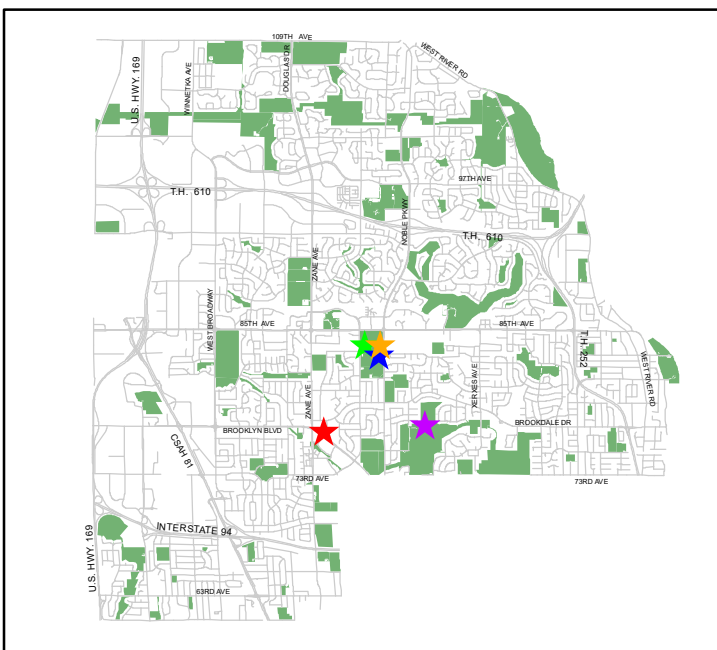
Central Park (E) & (Compost)



Central Park (W)



Brookdale Park (Dog Park)



CITY OF BROOKLYN PARK PARKING LOT OVERLAY 2024

Legend

- Village Creek PD - 1,334 SY
- Brookdale Park (Dog Park) - 3,525 SY
- Central Park (W) - 5,990 SY
- Central Park (Compost) - 1,946 SY
- Central Park (E) - 4,395 SY

Total for the 5 Lots - 17,190 SY

Warning Sign
Locations (5)

City of Brooklyn Park Request for Council Action

Agenda Item:	4.7	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Craig Runnakko, Construction Engineer
Ordinance:	N/A		
Attachments:	3	Presented By:	Jesse Struve, City Engineer
Item:	Accept Bids and Award Contract for 2024 Municipal State Aid (MSA) West River Road and 73 rd Ave Avenue Mill and Overlay, CIP 4002-24		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT OF \$996,240.10 TO NORTHWEST ASPHALT OF SHAKOPEE, MINNESOTA FOR 2024 MUNICIPAL STATE AID (MSA) WEST RIVER ROAD AND 73RD AVENUE MILL AND OVERLAY, CIP 4002-24.

Overview:

Project CIP 4002-24 includes a mill and overlay on West River Road between Newton Avenue N and Brookdale Drive and on 73rd Avenue N between CSAH 81 and West Broadway. The project will include curb and gutter replacement, water system and storm sewer rehabilitation, bituminous mill and overlay. West River Road and 73rd Avenue are both part of the city's municipal state aid (MSA) system.

Bids were electronically opened on February 20, 2024 with six bids received. Bids ranged from \$996,240.10 to a high of \$1,302,844.20. The lowest responsible bidder is Northwest Asphalt. They have been a prime contractor and subcontractor on several projects within the City of Brooklyn Park, most recently on CIP 4003-23 Neighborhood Reconstruction.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: The project is included in the adopted 2024-2028 Capital Improvement Plan (CIP) for a scheduled 2024 completion as project CIP No. 4002-24 with an estimated cost of \$8,800,000.00. In accordance with City policies, the City is proposing to pay for the project with MSA funds, Water Utility Funds, Sanitary Sewer Funds and Storm Sewer Utility Funds.

Attachments:

- 4.7A RESOLUTION
- 4.7B LOCATION MAP
- 4.7C LOCATION MAP

RESOLUTION #2024-

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT OF \$996,240.10 TO NORTHWEST ASPHALT OF SHAKOPEE, MINNESOTA FOR 2024 MUNICIPAL STATE AID (MSA) WEST RIVER ROAD AND 73RD AVENUE MILL AND OVERLAY, CIP 4002-24

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

CIP 4002-24: Mill and Overlay on West River Road between Newton Avenue N and Brookdale Drive and 73rd Avenue N between CSAH 81 and West Broadway. The project will include curb and gutter replacement, water system and storm sewer rehabilitation, bituminous mill and overlay; and

WHEREAS, bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<u>BIDDER</u>	<u>TOTAL AMOUNT OF BID</u>
NORTHWEST ASPHALT	\$996,240.10
NORTH VALLEY, INC.	\$1,011,204.17
VALLEY PAVING, INC.	\$1,114,353.85
ASPHALT SURFACE TECHNOLOGIES, INC	\$1,180,633.78
PARK CONSTRUCTION COMPANY	\$1,181,801.37
C.S.MCCROSSAN CONSTRUCTION, INC.	\$1,302,844.20
Engineer's Estimate	\$1,364,124.90

and;

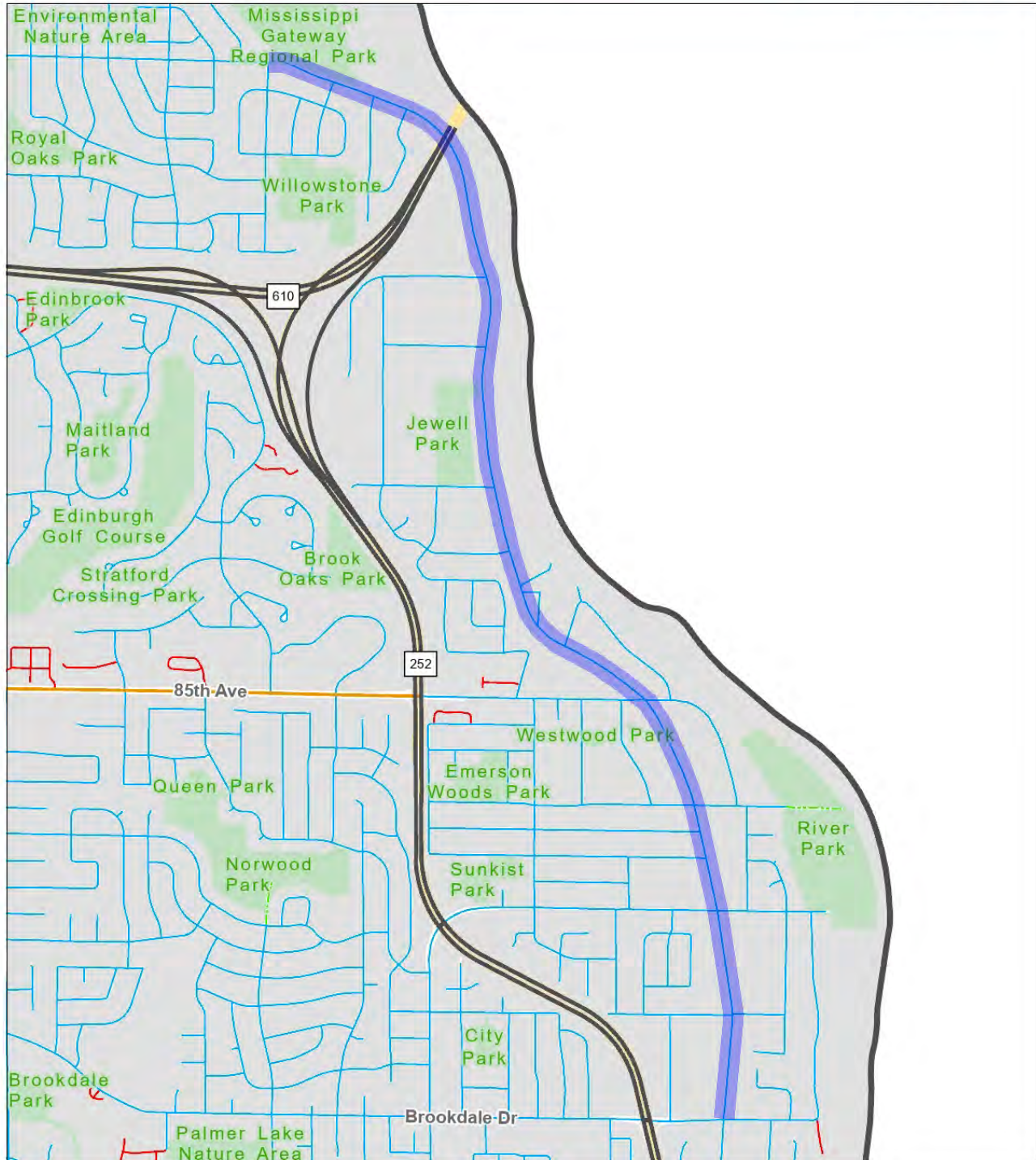
WHEREAS, the City Manager recommends award of contract to Northwest Asphalt of Shakopee, MN as the lowest responsible bidder.

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

1. The Mayor and Manager are hereby authorized and directed to enter into a contract with Northwest Asphalt of Shakopee, MN in the name of the City of Brooklyn Park for the improvements aforesaid according to the plans and specifications thereof approved by the Council and on file in the office of the Clerk.

CityView map
12/1/2023

**CIP 4002-24 MSA Mill & Overlay
West River Road**



Map Scale = 1: 19,200

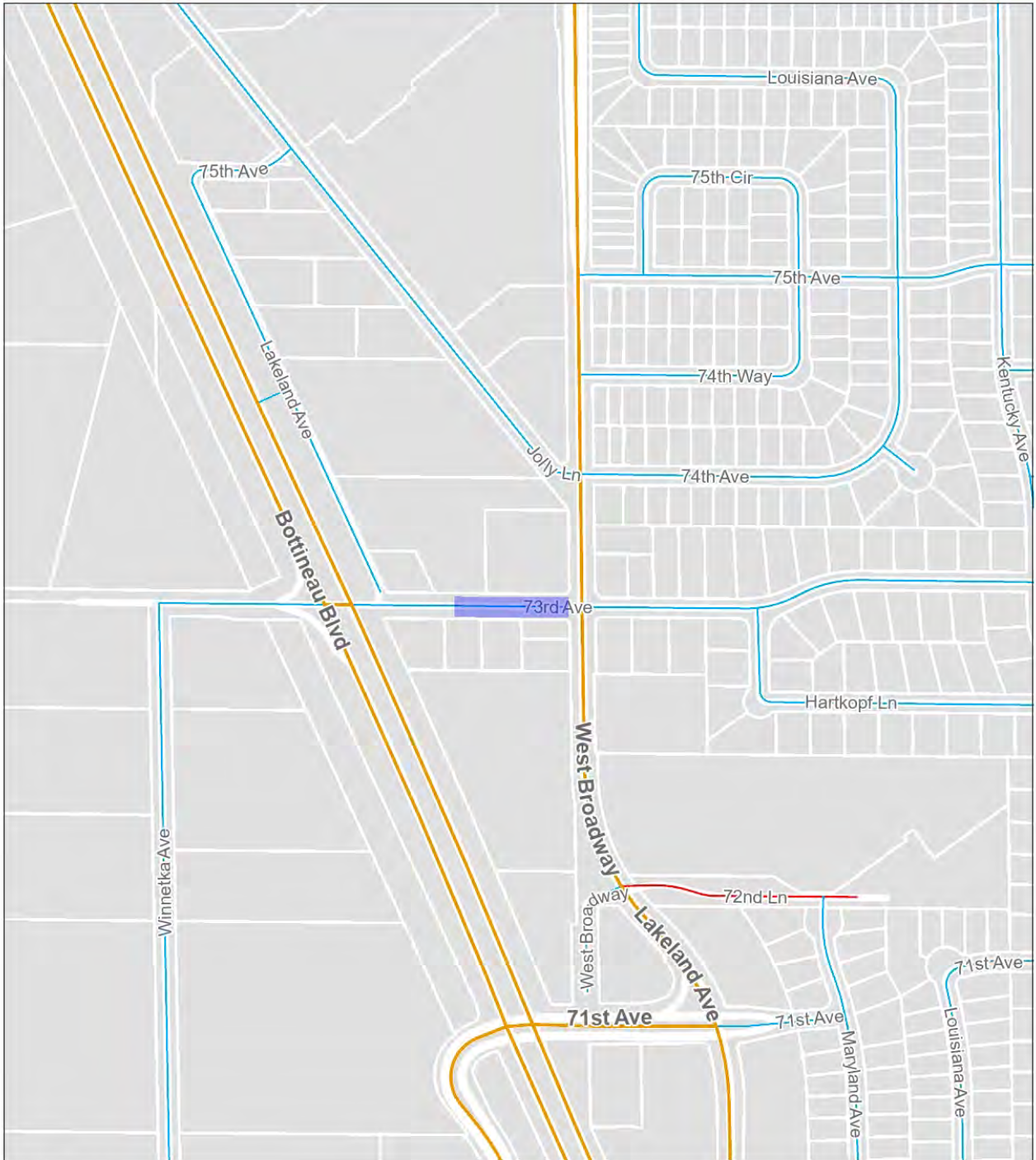
1,600 ft  1 in

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

CityView map
12/1/2023

CIP 4002-24 MSA Mill & Overlay
73rd Avenue

Brooklyn Park
Unique.
Unifed.
Undiscovered.



Map Scale = 1: 4,800

400 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

City of Brooklyn Park Request for Council Action

Agenda Item:	4.8	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Operations and Maintenance Engineering Services Division
Resolution:	X	Prepared By:	Jason Ives, Senior Project Manager
Ordinance:	N/A		
Attachments:	2	Presented By:	Jesse Struve, P.E. City Engineer
Item:	Accept Bids and Award Contract for 2024 Street Reconstruction Project, CIP 4003-24		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____, ACCEPTING BIDS AND AWARDING CONTRACT IN THE AMOUNT OF \$3,251,870.76 TO R.L. LARSON EXCAVATING, INC. OF SAINT CLOUD, MINNESOTA FOR 2024 STREET RECONSTRUCTION PROJECT, CIP 4003-24.

Overview:

Operations and Maintenance (O&M) staff rate the condition of city roadways on an annual basis. Based on these ratings, O&M has an extensive pavement rehabilitation program that utilizes seal coating, overlays, and mill and overlay methods to extend the life of the city's roads. Unfortunately, even with proper maintenance, roadways eventually need to be reconstructed.

Based on the annual street condition assessments, an area in the Norwood neighborhood needs rehabilitation beyond the city's normal maintenance plan. The adopted 2024-2028 Capital Improvement Plan (CIP) includes this area to be reconstructed.

The plans address deficiencies in existing utilities and proposed design considerations and alternatives. Staff held a neighborhood meeting prior to bringing the plans to the Council. This meeting was orientated toward listening to resident concerns (drainage, sight lines, etc.). A second meeting will be held soon which will allow staff the opportunity to communicate with the residents about the proposed plans and impacts to properties. There are concerns throughout the project with watermain breaks and road grade issues. Staff has analyzed the project and determined a full replacement of the road section along with watermain, sanitary sewer and storm sewer improvements are necessary, cost-effective, and feasible from an engineering standpoint.

Bids were opened on February 20, 2024, with eleven bids received. Bids ranged from \$3,251,870.76 to a high of \$4,711,402.31. The lowest responsible bidder is R.L. Larson Excavating, Inc. in the amount of \$3,251,870.76. They have been a prime contractor on numerous projects similar in size and scope of this project. We have called references that include Bolton & Menk, Inc. and SEH consulting firm and verified they have completed many similar projects. The 2024-2028 Capital Improvement Plan includes \$5,725,000 for a reconstruction project.

Staff recommends the City Council award the contract to R.L. Larson Excavating, Inc.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

This project is scheduled for a 2024 completion and, in accordance with City policies, these costs will be paid for utilizing the Franchise Fee Funds, Water Utility Funds, Sanitary Sewer Utility Funds and Storm Sewer Utility Funds.

Attachments:

4.8A RESOLUTION

4.8B 2024 STREET RECONSTRUCTION PROJECT LOCATION MAP

RESOLUTION #2024-

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT
TO R.L. LARSON EXCAVATING, INC. OF SAINT CLOUD, MINNESOTA
FOR 2024 STREET RECONSTRUCTION PROJECT, CIP 4003-24

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

CIP 4003-24: Street and Utility Reconstruction in the Norwood neighborhood.

Bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement:

<u>BIDDER</u>	<u>TOTAL AMOUNT OF BID</u>
R.L. LARSON EXCAVATING, INC.	\$3,251,870.76
NORTHDALE CONSTRUCTION COMPANY, INC.	\$3,291,695.72
NORTHERN LINES CONTRACTING	\$3,352,529.08
RYAN CONTRACTING CO.	\$3,477,842.72
NORTHWEST	\$3,487,845.13
NEW LOOK CONTRACTING, INC.	\$3,633,508.95
KUECHLE UNDERGROUND, INC.	\$3,885,606.77
S R WEIDEMA, INC.	\$3,964,974.39
PARK CONSTRUCTION COMPANY	\$4,142,561.92
MEYER CONTRACTING, INC.	\$4,700,661.47
GEISLINGER & SONS	\$4,711,402.31
Engineer's Estimate	\$4,096,750.70

and;

WHEREAS, the City Manager recommends award of contract to R.L. Larson Excavating, Inc. of Saint Cloud, MN as the lowest responsible bidder.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with R.L. Larson Excavating, Inc. of Saint Cloud, MN in the name of the City of Brooklyn Park for the improvements aforesaid according to the plans and specifications thereof approved by the Council and on file in the office of the Clerk.

4.8B 2024 STREET RECONSTRUCTION PROJECT LOCATION MAP

CityView map

11/29/2023

CIP 4003-24 2024 Reconstruction Project:
80th Avenue - Upton Circle to Pearson Parkway
Gunflint Trail - Russell Avenue to Penn Avenue
Penn Avenue - Gunflint Trail to 7873 Penn Avenue
Yellowstone Trail - Penn Avenue to 2216 Yellowstone Trail
Laramie Trail - Penn Avenue to 2224 Laramie Trail

Brooklyn Park
Unique.
United.
Undiscovered.



Map Scale = 1: 2,400

200 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

City of Brooklyn Park Request for Council Action

Agenda Item:	4.9	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Operations and Maintenance
Resolution:	X	Prepared By:	Richard Luckow, Public Utilities Superintendent
Ordinance:	N/A		
Attachments:	2	Presented By:	Dan Ruiz, Director
Item:	Accept Bids and Award Contract for the Sanitary Sewer Televising and Inspection to Pipe Services Corporation		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-____ TO ACCEPT BIDS AND AWARD CONTRACT FOR THE SANITARY SEWER TELEVISIONING AND CLEANING TO PIPE SERVICES CORPORATION.

Overview:

This request is for the approval to award a contract for the televising of approximately 52.3 miles of sanitary sewer mains. The League of Minnesota Cities Insurance Trust requires that the city inspect this piping because it is important to document the sewer line's condition for a defensible position for insurance purposes. In addition, any deficiencies found in the pipe will be identified and repaired accordingly. The project was advertised in the Sun-Post on January 12, 2024 and on the consulting electronic (Quest CDN) bulletin board. On February 15, 2024, six bids were received: the lowest responsible bid being from Pipe Services Corporation Inc. in the amount of \$160,147.28. Pipe Services Corporation is an experienced televising contractor who has completed many televising projects for municipalities, including previous work for the city.

Primary Issues/Alternatives to Consider:

This project will commence this Spring and be substantially completed by October 15, 2024. Project completion date and condition reports are due November 15, 2024.

Should the Council award the bid as recommended?

The Operations and Maintenance staff recommends approval as presented.

Budgetary/Fiscal Issues:

The recommended bid proposal of \$160,147.28 is within the approved 2024 Public Utilities Sanitary Sewer Fund expenditures program budget and under the Engineers estimate of \$182,475.00.

Attachments:

- 4.9A RESOLUTION
- 4.9B LOCATION MAP

RESOLUTION #2024-

RESOLUTION TO ACCEPT BIDS AND AWARD THE CONTRACT FOR SANITARY SEWER TELEVISIONING AND CLEANING TO PIPE SERVICES CORPORATION.

WHEREAS, televising and cleaning are necessary to properly maintain the sewer system; and

WHEREAS, the project was posted for bids on the Quest CDN electronic project board; and

WHEREAS, the project was advertised in the Sun-Post on January 12, 2024, and

WHEREAS, on February 15, 2024 (6) six bids were received as follows:

<u>Contractor</u>	<u>Total</u>
Pipe Services Corp., Shakopee, MN	\$160,147.28
Nelson Sanitation and Rental Inc.	\$163,904.44
Hydro-Klean Inc, West Des Moines, IA	\$226,153.96
American Environmental, Chaska, MN	\$228,842.00
Veit& Company, Rogers, MN	\$539,263.58
National Power Rodding Corporation,	\$1,186,465.50

WHEREAS, the Sanitary Sewer Main Line Televising is recommended to be awarded to the lowest responsible bidder meeting specifications, Pipe Services Corporation, Inc., for an amount of \$160,147.28; and

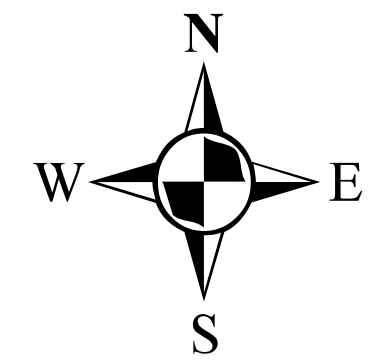
WHEREAS, the project is under the Engineers estimate of \$182,475.40

WHEREAS, the project can be accommodated in the 2024 Public Utilities Sanitary Sewer Expenditure Budget.

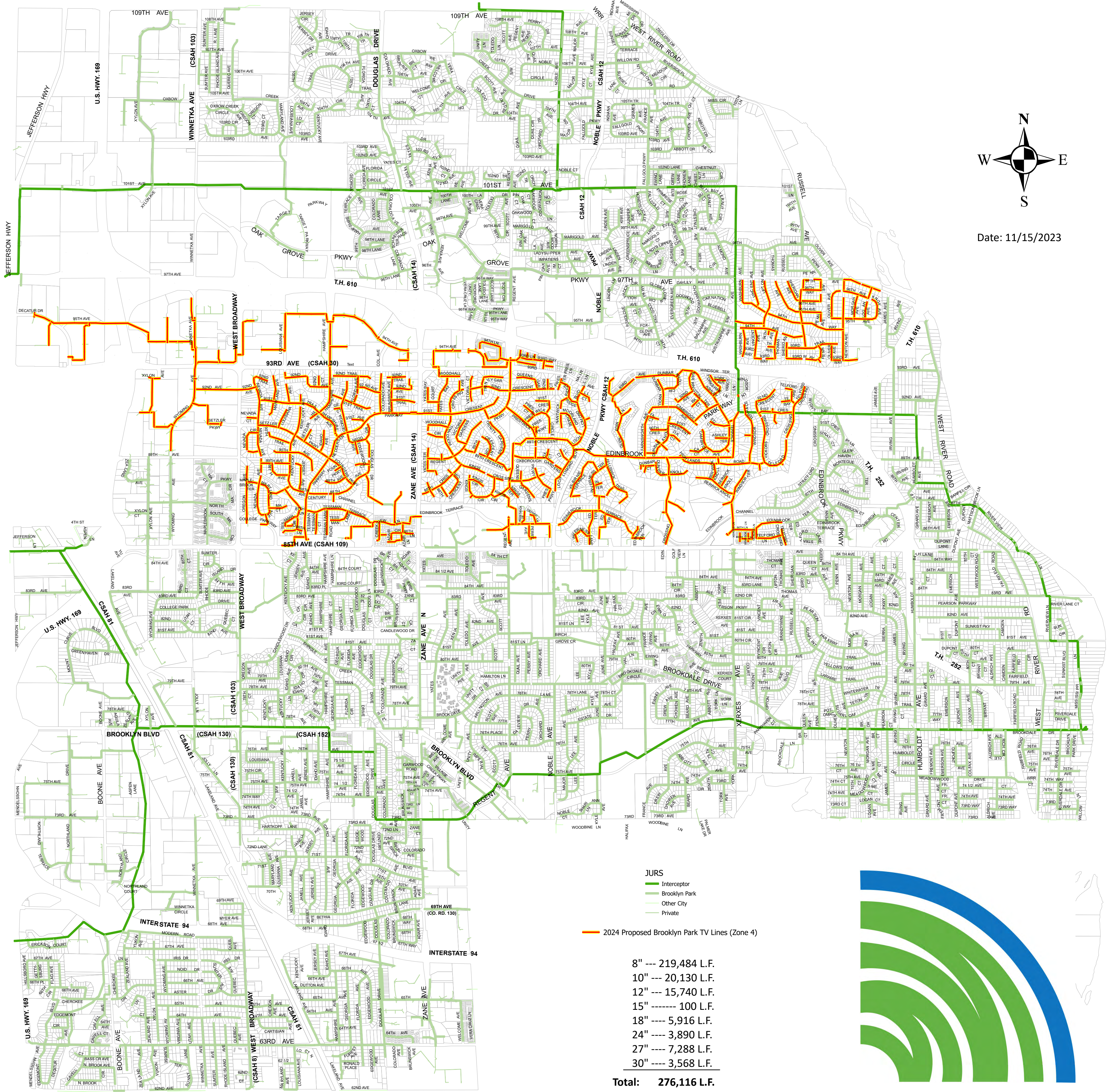
NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Brooklyn Park to award the contract for sanitary sewer televising and cleaning to Pipe Services Corporation in the amount of \$160,147.28.

BE IT FURTHER RESOLVED to authorize the City Manager and Operations and Maintenance Director to authorize additional sewer cleaning as necessary to properly complete the project.

2024 Sanitary Sewer Televising Map



Date: 11/15/2023



- JURS**
- Interceptor
 - Brooklyn Park
 - Other City
 - Private

— 2024 Proposed Brooklyn Park TV Lines (Zone 4)

8" ---	219,484 L.F.
10" ---	20,130 L.F.
12" ---	15,740 L.F.
15" ---	100 L.F.
18" ---	5,916 L.F.
24" ---	3,890 L.F.
27" ---	7,288 L.F.
30" ---	3,568 L.F.

Total: 276,116 L.F.



City of Brooklyn Park Request for Council Action

Agenda Item:	4.10	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Operations & Maintenance
Resolution:	X	Prepared By:	Mark Becker, Street/Fleet Manager
Ordinance:	N/A		
Attachments:	1	Presented By:	Dan Ruiz, Director of Operations & Maintenance
Item:	Approve the Bid Award for the Vehicle Hoist replacement at Central Garage Bay #2		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ APPROVING THE BID AWARD FOR THE 2024 VEHICLE HOIST REPLACEMENT AT CENTRAL GARAGE, BAY #2 TO ZAHL MAINTENANCE COMPANY IN THE AMOUNT OF \$81,722.00.

Overview:

This request is to approve the bid and award the contract for the 2024 Vehicle Hoist replacement at Central Garage Bay #2. The benefits of this hoist replacement is to remove the inoperable 1996 hoist and be able to use bay #2 to raise up vehicles to continue regular repairs as needed.

On January 4th, 2024 two (2) bids were received. The lowest responsible bid meeting specifications is from Zahl-Petroleum Maintenance Company. Zahl Maintenance Company has worked for the City of Brooklyn Park in the past and the work has been satisfactory.

Primary issues/alternatives to consider:

- Should the Council award the bid as recommended?

Operations & Maintenance staff recommends approval as presented.

Budgetary/Fiscal Issues:

The recommended bid proposal of \$81,722.00 is within the 2024 Capital Equipment Plan expenditure budget in the General Fund. The project preliminary estimated cost was \$100,000.00.

Attachments:

4.10A RESOLUTION

RESOLUTION #2024-

RESOLUTION APPROVING THE BID AWARD FOR THE 2024 VEHICLE HOIST REPLACEMENT AT CENTRAL GARAGE BAY # 2 TO ZAHL-PETROLEUM MAINTENANCE COMPANY IN THE AMOUNT OF \$81,722.00

WHEREAS, the vehicle hoist is necessary to be able to raise up vehicles to continue regular repairs as needed, and

WHEREAS, on January 4th, 2024 two (2) bids were received as follows:

CONTRACTOR:	TOTAL:
Zahl Maintenance Co.	\$81,722.00
Liftnow.com	\$126,635.00

WHEREAS, the 2024 Vehicle Hoist Replacement project. O&M-CEP 7113-24 is recommended to be awarded to the lowest bidder meeting specifications, Zahl Maintenance Company, and

WHEREAS, the recommended bid proposal of \$81,722.00 is within the 2024 Capital Equipment Plan expenditures estimated budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the bid award for the 2024 Vehicle Hoist Replacement at Central Garage to Zahl Maintenance Company in the amount of \$81,722.00.

City of Brooklyn Park Request for Council Action			
Agenda Item:	4.11	Meeting Date:	February 26, 2024
Agenda Section:	Consent	Originating Department:	Finance
Resolution:	X	Prepared By:	Tim Pratt, Recycling/Support Services Manager Cheryl Keene, Finance Assistant I
Ordinance:	N/A		
Attachments:	2	Presented By:	LaTonia Green, Finance Director
Item:	Adopting Policy Changes to the Procurement Purchasing Manual		

City Manager’s Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT RESOLUTION #2024-_____ TO ACCEPT CHANGES TO THE PROCUREMENT PURCHASING MANUAL.

Overview:

The City’s Purchasing Policy defines the process by which the City purchases goods and services. Staff are proposing a minor change to the policy to reflect sustainability efforts.

Brooklyn Park has been a GreenStep City since 2020 and currently we are a Step 2 City. Staff are working towards becoming a Step 3 City which requires documenting that the City meets additional sustainability best practices. One required best practice for Step 3 GreenStep Cities is to have a purchasing policy that states a preference for energy efficient appliances and computers. While staff have generally been purchasing energy efficient appliances and computers, this update to the Purchasing Policy will formally document our efforts.

Suggested changes to the policy are below:

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

General Guidelines

These general guidelines will be adhered to as closely as possible by all departments in the procurement of goods and services. Based on the nature of the purchase, individual departments may wish to use more stringent requirements to further protect the public goods.

- Local Buying: It is the desire of the City to purchase from Brooklyn Park vendors and Minnesota vendors when cost effective. This can be accomplished by insuring that local and state vendors who have goods or services available are included in the competitive shopping process that will precede most purchases.
- Paper Procurement Policy: Council adopted a Paper Procurement Policy in 1990 and committed to purchasing recycled and recyclable products whenever possible and feasible. (See Resolution 1990- 124)
- Planning: Planning for purchases will be done on both a short-term and long-term basis.
 - Small orders and last-minute purchases will be minimized, thereby increasing the capability of each department to purchase its goods and services in larger quantities in order to obtain the maximum discounts possible. Planning will also cut down on the number of trips required to obtain materials and minimize the amount of clerical and supervisory time spent on documenting purchases. In planning it is critical that you begin the process by accurately estimating the total cost. Failure to follow this step could jeopardize the purchase. There are specified thresholds where different processes and procedures apply. In order to avoid violating these thresholds, if the estimated cost is close to one of the thresholds you will follow the requirements for the higher threshold.

- ~~Sustainable Products~~; **Sustainability**: All departments will use, where practicable, reusable products, recycled content products and recyclable products. City bid specifications will provide for optional pricing of sustainable products whenever possible. **Additionally, all departments will use, when practicable, ENERGY STAR–certified appliances and EPEAT-certified computers and electronics.**
- **Cooperative Purchasing**: When available, the City will take advantage of cooperative purchasing agreements with other entities (e.g. State of Minnesota, Hennepin County, ISD#279 (Osseo) & ISD&11 (Anoka), other cities, etc.).

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

4.11A RESOLUTION

4.11B PROCUREMENT PURCHASING MANUAL POLICY

RESOLUTION #2024-

RESOLUTION TO ACCEPT CHANGES TO THE PROCUREMENT PURCHASING MANUAL

WHEREAS, the Purchasing Manual is reviewed periodically by the City Council; and

WHEREAS, the City's Purchasing Policy defines the process by which the City purchases goods and services; and

WHEREAS, Brooklyn Park has been a GreenStep City at Step 2 and are working towards becoming a Step 3 City; and

WHEREAS, requirements for a Step 3 City include a purchasing policy which adopts a sustainable purchasing policy; and

WHEREAS, staff have generally been purchasing energy efficient appliances and computers; and
WHEREAS, this update to the Purchasing Policy will formally document the City's efforts toward that end;
and

WHEREAS, the City Council elects to update the Purchasing Manual,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the attached Purchasing Manual be updated to include a sustainable purchasing policy.

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Purchasing Policy

Purpose

All disbursements of the City are to be carried out by the City Manager with proper approval of the City Council in adherence to the City Charter and Minnesota State Statutes. Minnesota Statutes [§471.345](#) sets forth the law regulating the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property in Minnesota cities and the City of Brooklyn Park.

The City of Brooklyn Park has established this policy to maximize the purchasing power and value of public funds and ensure the purchasing process is conducted in an ethical, fair, and open manner. The guidelines in this Purchasing Manual are to promote consistency, efficiency, effectiveness, equity, and fairness in public purchasing.

Disbursements of public funds are required to be for a “public purpose” under the Minnesota Constitution, which generally mean that the activity will benefit the community, and/or the activity is directly related to functions of government, and/or the activity does not have as its primary objective the benefit of a private interest. Additionally, this policy is to meet a public purpose, to establish internal controls, to maintain the appropriate documentation, to ensure the best value for the public money, and to assign purchasing responsibility and authority to the level consistent with good business practice and sound financial management policy to the extent possible.

Policy

To ensure that the goods and services required by the City are obtained using established procedures that comply with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the City, and provide safeguards for the maintenance of a procurement system of quality and integrity.

Responsibility

The City Manager is the chief purchasing agent for the City. Responsibility for administering established Purchasing Policies and Procedures has been delegated to the Finance Department. Department heads are responsible for monitoring the purchasing that occurs within their departments. The city follows a decentralized purchasing process.

Ethics/ Gifts & Gratuities

It is the policy of the City that all purchases be conducted in a manner that:

- a. Fosters public confidence in the integrity of the City's procurement system
- b. Provides open and free competition among prospective suppliers of professional and technical services.
- c. All employees and agents of the City shall comply with the ethical standards set forth in Minnesota Statutes [§471.895](#) which prohibits receiving of gifts except where these are included as a part of the cost of a product, good, or service provided, such as a meal during the course of a conference.

Conflicts of Interest

Minnesota State Statutes [§471.87](#) and [§471.88](#) prohibit the purchase of goods and services wherever a conflict of interest may exist. City of Brooklyn Park Personnel Rules require employees to disclose to their immediate supervisor any personal financial interest in the selling or buying of goods or services for the City of Brooklyn Park. No purchase orders, contracts or service agreements shall be given to an employee of the City or to a partnership or corporation of which an employee is a major stockholder or principal. No employee shall enter into the relationship with a vendor where the employee's actions are, or could reasonably be viewed as, not in the best interests of the City. If any employee becomes involved in a possible conflict situation, the employee shall disclose the nature of the possible conflict to his or her supervisor and to the City Manager. The City Manager shall promptly notify the individual in writing of an approval or disapproval of the activity. If disapproved, the employee shall remove himself or herself from the conflict situation. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of Brooklyn Park.

Compliance

No agent or employee shall have the authority to bind the City to any contract or procurement except as provided by the City Charter (Section 7.07). Any procurement transaction made on behalf of the City which is not in compliance with established policies and procedures shall be deemed unauthorized. Any person making an unauthorized purchase may be liable for payment, restitution and/or further disciplinary action. Any obligation incurred by any City employee for any purpose not authorized in the budget or for any amount in excess of the amount authorized is considered a personal obligation of the person incurring the expenditure.

Procedures

Specific procurement requirements are addressed in the Purchasing Procedures and guidelines

Public Purpose Expenditures Policy

Purpose

The City Council (Council) recognizes that public funds may only be spent if the expenditure meets a public purpose and the expenditure relates to the governmental purpose for which the City of Brooklyn Park (City) was created.

The meaning of “public purpose” is constantly evolving. The Minnesota Supreme Court has followed a broad approach and has generally concluded that “public purpose” means an activity that meets ALL the following standards:

- The activity will primarily benefit the community as a body.
- The activity is directly related to functions of government.
- The activity does not have as its primary objective the benefit of a private interest whether profit or not-for-profit.

This policy is intended to provide guidelines regarding which expenditures are for public purposes and authorized in accordance with the City’s annual budget process, and which expenditures are not considered to fall within the public purpose definition and are therefore not allowed. There is a public benefit in ensuring high employee productivity and morale, recruitment and retention of personnel.

Responsibility

The City Manager is the responsible authority overseeing all City expenditures and as such is the chief purchasing agent for the City. Responsibility for administering this Public Purpose Expenditure Policy has been delegated to the Finance Department. Further, all officers and employees authorized by their department to make purchases for the benefit of their respective departments are responsible for complying with this policy and corresponding procedures.

Policy (updated 1/29/2024)

Expenditures of public funds must comply with the public purpose standards defined above. When reviewing an expenditure to verify the standards have been met, the City Manager, or his/her designee, should consider the time of day the event is held, the business purpose of the event, whether the event was intended to attract non-City employees, the frequency of the event, and the reasonableness of the cost. The following guidelines address specific examples of public expenditures, but examples are not meant to be all-inclusive.

The Minnesota Supreme Court further clarified that activities that promote the following objectives for the benefit of all the city’s residents further a public purpose:

- Public health
- Safety
- General welfare
- Security
- Prosperity
- Contentment

These procedures are governed by City Charter, the City Council, and State Statute. See appendix for exact references.

1. Permitted Expenditures for Meals, Refreshments:

Use of City funds in reasonable amounts for meals and/or refreshments for elected and

appointed city officials and employees are permitted in the following circumstances, with Department Head approval:

- a. City-sponsored events of a community-wide interest where staff are required to be present (e.g., National Night Out, Citizens Police Academy).
- b. City Council, boards and commissions meetings held during or adjacent to a meal hour
- c. Meetings related to City business at which the attendees include non-city representatives
- d. Professional association meetings, conferences and training when meals are included as part of the registration or program fee, or in accordance with the travel policy.
- e. Departmental staff or training meetings (e.g., annual department level picnic)
- f. Employee recognition and appreciation events (e.g., service awards, food and beverage, employee recognition event, employee clean up breakfast)
- g. Annual recognition events for volunteer and non-employees
- h. City-sponsored training or work-related meetings where employees are required to participate or be available during break periods
- i. Multi-departmental meetings scheduled during or adjacent to a meal hour when no other meeting time is available
- j. Work activities requiring continuous service when it is not possible to break for meals (e.g., election days, Christmas meal, Thanksgiving meal, water main breaks, emergency snow removal, time sensitive public safety responses)
- k. Healthy snacks and incentives of moderate value provided to attendees of safety, health, and wellness programs for City employees
- l. Events recognizing completion of a significant work-related project (City Manager approval required)
- m. Events, meetings, programming, and incentives of moderate value that are supportive of the City's strategic priorities of inclusion and equity (e.g., food for attendees of training programs; attendance at events intended to increase, broaden, and engage the participation of ethnically and racially diverse communities in city matters)
- n. Bottled water and coffee can be provided to officials, members and staff at City association, commission and Council meetings.

2. Other Permitted Expenditures

- a. Retirement and annual service awards recognition (subject to Human Resources guidelines).

Recognition Gift:

Approved up to \$25 per employee, unless part of a Council-approved employee compensation program

Recognition gift purchases over \$25 but less than \$100 per employee, such as caps, pins, rings, watches, statues, plaques, medals, awards, ribbons, and certificates will be approved by the City Manager or his/her designee for retirement and extraordinary individual or item contributions. Recognition gifts includes giving additional days off to employees at annual employee recognition event.

Employee Recognition Awards:

Years of service awards for regular full and part-time employees of \$10.00 per year of service are recognized at 5-year intervals and will be awarded at the Annual Recognition Event.

Retirement Refreshments in recognition of those retiring with over 10 years of service. This amount will not exceed \$50.00.

Recognition awards will be included in employees' paychecks.

The Council will allow for the annual appropriation of funds within the Administration Department's budget to pay for such expenditures.

- b. Clothing and Other Sundry Items – Employees may receive clothing and other sundry items of nominal value when these items are made available to the general public or if these items are determined by the City Manager to be important to the successful involvement of employees in promoting our operational values, and special city-sponsored or city supported events (i.e. National Night Out, etc.). Employees may be supplied with clothing, boots and other gear necessary for the performance of their job
- c. Staff time and equipment use for city sponsored employee events as approved by City Council and/or City Manager as allowed by state statute and/or city charter/code (e.g., set-up for annual employee lunch)
- d. City expenditures for non-profit organizations allowed by state statute
- e. Refreshments and food for Emergency Response Staff
 - Emergency personnel are often called to perform duties for extended periods of time where refreshments are important to duty performance. Firefighters, police officers, other emergency response personnel, or other staff necessary to maintain continuity of service may be provided refreshments or food when it is deemed appropriate by the City Manager or Department Director to assure the delivery of quality emergency response service
- f. Employee Wellness Program Public funds may be expended to establish, implement, and operate a preventive health and wellness program for city employees. The nature and scope of the programs to include but not limited to: preventive health screening and assessments, health and wellness education and programming (i.e. nutrition, cardiovascular fitness, flexibility and core strengthening, stress management, tobacco cessation, etc.) and program incentives to include but not limited to cash incentives as approved by the City Council. To encourage wellness activities, the cardio fitness room, weight training room, and racquetball courts (during non-prime times) at the Community Activity Center will be available to employees during their non-work hours at no charge. Registration, proper training and signed waiver form are required before use of these facilities.
- g. Community Events

3. Prohibited Expenditures

Use of City funds for meals and/or refreshments for elected and appointed City officials and employees are prohibited:

- a. Food and refreshments for routine work meetings. Bottled water can be provided to officials, members and staff at City associations, Commission, and Council meetings.
- b. Alcoholic beverages
- c. Employee functions or celebrations that are solely social in nature (e.g., birthdays, holiday luncheon)
- d. Fundraisers for non-City related events

- e. Participation in optional activities unless included as part of an overall conference registration fee (e.g., optional golf rounds, sporting events, concerts)
- f. Employee-sponsored fundraising events (e.g., charitable giving campaign)
- g. For funeral flower arrangements upon death of an employee, elected official, or one of their immediate family members. (Sunshine club administered separately covers this expense see appendix)
- h. Employee coffee and supplies, coffee services. Coffee can be provided on a limited basis for strategic in-person meetings.

Community Outreach

Community Events and other events that involve or invite participation by the general public: Representative staff members/Council members may participate in events that directly benefit the marketing of the City. These events and any City expenditures for them require prior specific approval by the City Council and also include City expenditures for participation fees, donated gifts, door prizes, etc.

Documentation

All expenses allowed above must be fully documented. The expected documentation will include date and time of the event, business reason for the event (agenda from a meeting is sufficient), staff and non-city representatives in attendance, and a receipt for the actual purchase. Supervisor approval and written documentation is required for use of City assets.

Any expenditure for meals or refreshments that exceeds \$250 for one event must have prior, written authorization by the Department Head, before the purchase is made. Any expenditure for meals or refreshments that exceeds \$500 for one event must have prior, written authorization by the City Manager, before the purchase is made. Failure to obtain the necessary authorization may result in denial of the claim.

Special Requests

From time to time, there may be an event that is a proper public expenditure, but that is not contemplated by the policy above. Departments may submit to the City Manager, or the City Manager's designee, a request for such a public expenditure in writing. This request must show how the expenditure is related to a public purpose as stated in the Purpose section above. Only expenditures that meet all of the findings in the Purpose section above may be approved.

Periodic Review

This Public Purpose Policy shall be reviewed at least once every year by the City Council.

Budget Controls

It is the responsibility of the department head to adhere to the department budget. Finance will provide an itemized, Council approved, budget for the departments to use for coding expenditures. Expenditures will be coded to the correct account number based on the type of expenditure, not on the amount of budget remaining. Failure to do this skews your actual expenses and provides inaccurate historical data for future budgeting data. Each division must be within their total overall budget at the end of the year. It is the responsibility of each department head to anticipate any significant budget overages and supply information for Council presentation to transfer additional funds to their budget from the contingency account.

Unbudgeted Expenditures

1) General Requirements:

It is the responsibility of the department head to ensure their department stays within the total budgeted dollars. There are instances where emergencies arise or where procurements are desired outside the anticipated budget but within the overall budgeted dollars of a department.

2) Emergency Purchases

Occasions may arise due to emergencies where the normal bidding or RFP process cannot be followed. In those cases where the purchase exceeds \$50,000, Council approval must be obtained prior to payment. An emergency must be a situation arising suddenly and unexpectedly that requires speedy action essential to health, safety and welfare of the community, and not just an inconvenience. An emergency exists when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment of an essential service.

- Ex) Infrastructure repair (Water Main breaks, emergency Bridge work)
- Emergency building repairs (Leaking roof, ect)
- Information Technology systems breaches
- Critical operational equipment (Such as a Generator in emergency)

Purchasing Guidelines & Information

Under City Charter and Ordinance, it has been determined purchasing will follow the Uniform Municipal Contracting Law, Minnesota Statutes Chapter [471.345](#). This allows the City Manager the authority to incorporate changes to our purchasing limitations in accordance with MN Statutes. City Manager may develop a process which may be more restrictive than State Law but may not be less restrictive. A "contract" (general purchasing) means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Capital item purchases that have been authorized by the City Council through either the budget process or the Capital Improvement/ Capital Equipment Plan approval may be made using these guidelines. If an item has not been specifically approved during these annual processes, then they must be taken back for explicit approval.

General Guidelines

These general guidelines will be adhered to as closely as possible by all departments in the procurement of goods and services. Based on the nature of the purchase, individual departments may wish to use more stringent requirements to further protect the public goods.

- **Local Buying:** It is the desire of the City to purchase from Brooklyn Park vendors and Minnesota vendors when cost effective. This can be accomplished by insuring that local and state vendors who have goods or services available are included in the competitive shopping process that will precede most purchases.
- **Paper Procurement Policy:** Council adopted a Paper Procurement Policy in 1990 and committed to purchasing recycled and recyclable products whenever possible and feasible. (See Resolution 1990- 124)
- **Planning:** Planning for purchases will be done on both a short-term and long-term basis.
 - Small orders and last-minute purchases will be minimized thereby increasing the capability of each department to purchase its goods and services in larger quantities in order to obtain the maximum discounts possible. Planning will also cut down on the number of trips required to obtain materials and minimize the amount of clerical and supervisory time spent on documenting purchases. In planning it is critical that you begin the process by accurately estimating the total cost. Failure to follow this step could jeopardize the purchase. There are specified thresholds where different processes and procedures apply. In order to avoid violating these thresholds, if the estimated cost is close to one of the thresholds you will follow the requirements for the higher threshold.
- **Sustainable Products: Sustainability:** All departments will use, where practicable, reusable products, recycled content products and recyclable products. City bid specifications will provide for optional pricing of sustainable products whenever possible. **Additionally all departments will use, when practicable, ENERGY STAR–certified appliances and EPEAT-certified computers and electronics.**
- **Cooperative Purchasing:** When available, the City will take advantage of cooperative purchasing agreements with other entities (e.g. State of Minnesota, Hennepin County, ISD#279 (Osseo) & ISD#11 (Anoka), other cities, etc.).

Minority (People of Color) & Women-Owned Business Development

The City of Brooklyn Park contracts for and procures a wide variety of goods and services.

Minority (People of Color) and Women-Owned Businesses are encouraged to respond to requests for bids and proposals directly as prime contractors.

The City will also recognize The Central Certification (CERT) Program; which is a small business certification program recognized in addition by Hennepin County, Ramsey County, the City of Minneapolis and the City of Saint Paul. The CERT Program includes certification for Minority (People of Color)-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE).

To become eligible for The Central Certification (CERT) Program please refer to the following criteria.

Eligible business—a business entity whose principal place of business is in the marketplace that:

- is at least fifty-one (51) percent owned by one or more native or naturalized citizens of the United States, or lawfully admitted permanent residents of the United States, and
- is not a broker, or a manufacturer's representative, does not operate as a franchisee or under a franchise agreement, and is not a business in which the owner is also owner or part owner of one or more businesses that is dominant in the same field of operation; and
- performs a commercially useful function; and
- has been in operation for at least one (1) year or, in operation for less than one year and is able to provide documentation showing that it has an established record of generating revenue while performing the business function represented in its application for certification or, if a professional service, is able to provide documentation showing that it possesses applicable licenses or professional certifications or credentials.

Small Business Enterprise (SBE)—an eligible business that additionally:

- is not a business dominant in its field of operation, nor an affiliate or subsidiary thereof

Minority-owned Business Enterprise (MBE)—an eligible business that additionally:

- is at least fifty-one (51) percent owned by one or more minority (Persons of Color), and
- has its management and daily business operations controlled by one or more minority persons who own it.

Women-owned Business Enterprise (WBE)—an eligible business that additionally:

- is at least fifty-one (51) percent owned by one or more women, and
- has its management and daily business operations controlled by one or more women who own it.

The CERT certification is valid for a thirty-six (36) month period following the date granted. A certification may be renewed for additional three-year periods by completing a recertification application.

Decentralized Purchasing

The City of Brooklyn Park has a “decentralized” purchasing program where Department Directors or designated persons are responsible for negotiation with the vendor, calling for quotes, placing orders with vendors, as well as processing the request for payments. Finance is responsible for ensuring compliance with City policy and Procedures, and to serve as a resource to other departments to help with purchases. Finance will maintain information on contracts,

vendors, past purchases, and other related information. There are a few exceptions including the following:

- Technology (Hardware and Software): Authorized purchasers must consult with the Information Systems Manager prior to acquiring any hardware and/or software to ensure it is consistent with the Technology Plan.
- Vehicles: Authorized purchases must consult with the Fleet Manager prior to acquiring vehicles and appurtenant equipment to ensure it is consistent with the Equipment Plan.
- Building Maintenance: All building repairs and maintenance will be coordinated with the facility maintenance divisions.
- Other
 - To be consistent and to save time and money, some purchases are coordinated by Administration, such as:
 - Business Cards
 - City Letterhead
 - Envelopes
 - Paper
 - Stationery Products

Purchasing Payment Procedures

- The Finance Division processes payments to vendors based on the Minnesota State Statute [471.425](#). – which states “For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.”
- The Finance Division processes payments once a week. All steps of the invoice approval process, including the final procedure of “process for payment,” must be completed before the invoice can be processed.
- Payments will be made from vendor invoices, and official City Payment/Reimbursement Forms.
- Persons authorizing payments are responsible for verifying that goods and services have been received, that they are necessary, and there are no duplicate payments.
- Persons authorizing payments are responsible for coding invoices and ensuring that correct account codes are used. [Reference Account code definitions](#).
- Generally accepted accounting principles will be followed. Invoices that are received after December 31, for good or services will be expensed in the year the goods or services were received. Invoices turned in after the second Wednesday in February of the following year, will be considered expenses in the following year.
- Employees will not make the following purchases for personal use through the City, unless approved by the department head.
 - Aspirin, acetaminophen, ibuprofen etc.
 - Sunscreen,

- Coffee
- Alcoholic beverages of any kind.

Governing/ Purchasing Authority

The City Manager is the chief purchasing agent of the City and has the authority to make or execute purchases up to \$50,000. Such purchases would include routine services, equipment, supplies or commodities up to the City Managers threshold. The City Manager may delegate the authority to make purchases and execute documents up to \$25,000 to the Department Heads. Directors or their designee are responsible to follow purchasing regulations and procedures such as, but not limited to obtaining bids or quotes, maintain records of bids or quotes in accordance with records retention requirements, place actual orders, receive and verify deliveries, and approve invoices for payment. The responsibility lies with each department to keep the City Manager and Finance Director informed of purchases.

Approvals

Approved Signers

The staff designated as authorized approvers must be communicated to the Finance Department. Final approval of all purchases must be evidenced by the authorized purchaser's signature on the invoice and/or receipt. Each invoice must have two level of approval and the second level approval must be a supervisor who is responsible for the budget. In the case where purchase orders are required, they must be completed prior to acquisition to insure accountability, provide amount verification and avoid any misunderstanding with respect to cost between the vendor and the City.

Signature Methods

The City of Brooklyn Park will also accept e-signatures that have been authenticated by a digital software, such as DocuSign and Adobe Sign, when it includes the date and time of the signature, an authentication code, and is attributable to the person intending to sign the document.

The City of Brooklyn Park accepts handwritten signatures on faxed or scanned documents and considers them to be e-signatures and are acceptable for procurement purposes.

1099 Information

The City is obligated to report to the Internal Revenue Service payments to an individual or a partnership for services rendered. The City requires a W-9 form, and their tax identification number or social security number.

Petty Cash Vouchers

The petty cash fund is used for expenditures made on behalf of the city for goods up to \$20.00. Petty cash purchases shall be kept to a minimum. A Petty Cash form must include an explanation, account code and authorized signature. The person receiving the cash also needs to sign the petty cash form. The petty cash funds need to be balanced and/or replenished, at a minimum, on a monthly basis.

- Petty Cash must be requested in the same year as the expenses.

Internal Payments

A payment from one department to another.

A completed Internal Payment Request form for these payments is required.

Examples of internal payments:

- Water and sewer services
- Permits
- Licenses

Sales Tax

The City of Brooklyn Park is tax exempt except for Enterprise operations. To provide inputs used to provide these services exempt from tax, the local government must provide the seller with a completed Certificate of Exemption (Form ST-3), at the time of purchase.

Some Purchases to provide the following goods and services remain taxable:

- Construction materials and supplies purchased by a contractor or subcontractor under a lump-sum contract.
- Purchases of construction materials for buildings or facilities which are not principally used by the local government.
- Purchases of lodging, prepared food, candy, and soft drinks.
- Leases of motor vehicles.
- Purchases of motor vehicles (see page below).
- Other taxes on certain purchases, such as solid waste management tax and petroleum tax.
- Purchases made by an employee that are reimbursed by the local government.

Professional Service & Consultant Contracts

Purpose

Purchases that require contracting for professional services, such as those provided by engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or other professional training, when competitive bidding is not required

Policy

The term “Professional Services” applies to all advisory services such as, but not limited to: auditing, engineering, financial, legal, personnel, technical, training, or other services requiring technical, scientific or professional training are exempt from competitive bidding requirements. However, the goals to secure professional services remain the same: to ensure all purchases are consistent with Minnesota statutes, to establish internal controls, to maintain the appropriate documentation, and to ensure the best value for the public money. Contracts for professional services shall be made only with responsible consultants who have the capability to successfully fulfill the contractual requirements. Consideration shall be given to their past performance and experience, their financial capacity to complete the project, the availability of personnel, and other appropriate criteria. Each department requiring professional services shall be responsible for researching such services as well as presenting the proposed contract to the City Council for approval. The nature of the professional service is written as a request for proposals (RFP). Contracts for professional services in excess of State Statute ([MSS 471.345](#)) shall be submitted to the City Council for approval.

State Statute does not require advertisement of bids or sealed bids for professional services such as those of engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or professional training. It is recommended that proposals be obtained through a request for proposal (RFP) process when such a process would provide the City with increased quality or a decreased price.

Procedures

Professional services are those that require specialized intellectual, educational, or creative expertise. Examples include design services, editorial services, technology related services, research services, and consultants.

Construction Professional Services are those that require architecture/engineering (A & E) services, construction consulting, construction and material testing, or construction expertise. Examples include architectural design, interior design, engineering, cost control consulting, and construction management.

Units may purchase these professional services on an intermittent or temporary basis. The following are examples of why professional services may be needed:

- limited or one-time use of specialized or creative skills;
- the provider has expertise that is not available within the unit or City's; or
- the supplier has in depth knowledge of the marketplace to provide solutions or guidance.

Professional services for auditing, architectural design, legal services and construction project management require a contract at any dollar amount.

Professional services and their expenses that total under \$3,000 may be procured without a contract for professional services. The department may create a contract if it chooses.

Professional services engagements totaling \$3,000 or greater require a contract for professional services. Units must ensure that all contracts for professional services:

- comply with IRS requirements for defining employees and independent contractors.
- comply with special requirements of projects supported by sponsored funds.
- include a complete statement of work including any deliverables.
- include either the City's standard Contract for Professional Services (CPS) terms and conditions, OR use terms and conditions that have been reviewed and approved by city Attorney
- do not conflict with other City policies.
- are fully approved and the contract is issued to the contractor before any work begins.
- All professional services and expenses may NOT be purchased using the City's procurement card (PCard).
- Per IRS regulations, City employees may NOT pay for any professional services and expenses out-of-pocket using their own funds. These expenses are always unallowable and non-reimbursable.
- For purchases totaling less than the formal bid threshold, a competitive proposal process is not required. However, the department may request that Purchasing Services conduct a competitive bid process
- If the City uses a consultant to prepare or assist in the preparation of a Statement of Work or a Request for Proposals, that consultant shall not be permitted to submit a proposal. Deviations from this policy require the approval of the City Manager.

Statement of Work:

The Statement of Work is the most important document of a professional services contract, as it:

- Provides management with an outline of the project, the work to be done in-house and the work to be done by the proposer.
- Provides the basis for soliciting proposals.
- Provides the basis for the administration and management of the resulting contract.

General Requirements

The Statement of Work must:

- Outline the nature of the work and the level of effort that will be required of the consultant.
- Specify the anticipated results of the contract.
- Specify the services and information that will be provided by the City.
- Be prepared in a manner that assures that all proposals can be prepared on a common basis.
- Identify the goals, objectives, criteria and issues associated with the project. If they are to be developed as part of the project, describe how they are to be finalized and by whom.
- Describe work tasks to be accomplished during the conduct of the project by the proposer, City staff or other party and a time schedule for completion of each task.
- Describe the proposed budget and proposed hours that will be required to complete each work task.

Request for Proposal (RFP)

The City follows an RFP process when soliciting professional consulting services. The Request for Proposal and the Statement of Work shall provide all of the information a prospective proposer needs to submit a proposal.

Recommended sections to include in an RFP:

- Background and scope of project.
- Specifications of the professional services desired.
- Contract terms. Include and reference as an attachment the “Standard Professional Services Agreement”
- The last day for submission of proposals and the place where they are due.
- Include requirement for attendance at a pre-proposal meeting to answer vendor questions regarding the RFP. This provides fairness to all participants when questions are answered with all participants present. Request that questions be submitted in advance.
- Proposal evaluation and selection criteria.
- Format required for submitted proposals to provide for consistent submittals.
- Profile questionnaire to obtain general information about the vendor.
- A statement reserving the right of the City to reject all proposals.

The City attorney must review the RFP before it is sent to selected vendors. RFPs will be sent to a minimum of two reasonable/manageable vendors.

After the submittal deadline, review Proposals by using a rating sheet and rate each Proposal based on the specifications and general information. Follow up with reference checks as appropriate. Select a vendor and make recommendation to the City Council.

The formal RFP process for service providers must be initiated at least every fourth year. Reviewal at that point in time shall not preclude a current service provider from resubmitting a proposal for consideration.

While is not required per se, it is recommended that the solicitation of proposals be advertised in an appropriate publication (such as the State Register) or trade journals.

Non-applicability

This procedure does not apply to professional services that can be acquired for less than \$50,000. For purchases of less than \$50,000, the procuring department must justify in writing to the City Manager why and how the contractor was selected.

People of Color & Women-Owned Business Development

The City of Brooklyn Park contracts for and procures a wide variety of goods and services. People of Color and Women-Owned Businesses are encouraged to respond to requests for bids and proposals directly as prime contractors. (Refer to Page 15 for additional information)

Standard Professional Services Agreement

A “Standard Professional Services Agreement” will be used for all professional service contracts.

The Standard Professional Services Agreement outlines consultant obligations including insurance and liability coverage requirements, audit disclosure, subcontractors, and termination processes.

This contract will be used for all professional service agreements.

Purchasing Thresholds

The following chart identifies the required procedures for professional services contracts.

PROFESSIONAL SERVICES			
Purchase Level (1)	Purchase Process Required	Approving Authority	Notes
\$0 - \$25,000	Quotes	Department Head	<ul style="list-style-type: none"> For an item costing between \$0 and \$10,000, Quotes are not required. Purchases can be made on the Open Market and verbal quotes are optional. If quotes are received, they Will be kept on file for at least one year. For an item costing between \$10,001 and \$25,000, the City shall request price quotations from at least two sources, when practical. In cases where the City has established a pool of qualified consultants (e.g., engineers, architects, planners), the consultant may be selected from the existing pool. (2) If a consultant is determined appropriate for continuity, cost, quality or time efficiencies, two quotes are not required. (i.e. a consultant's prior work is integral to a project, so we will not require a second quote, since the consultant is deemed the appropriate vendor.)
\$25,001 - \$50,000	Quotes	City Manager	<ul style="list-style-type: none"> For an item costing between \$25,001 and \$50,000, the City shall request price quotations from at least two sources, when practical. For an item costing above \$25,000, the City shall request written price quotations in the form of a Request for Proposal from at least two sources, when practical. In cases where the City has established a pool of qualified consultants (e.g., engineers, architects, planners, etc.), the consultant may be selected from the existing pool. (2) If a consultant is determined appropriate for continuity, cost, quality or time efficiencies, two quotes are not required. (i.e. a consultant's prior work in integral to a project, so we will not require a second quote, since the consultant is deemed the appropriate vendor.)
Above \$50,000	Council Resolution	City Council	<ul style="list-style-type: none"> For an item costing above \$25,000, the City shall request written price quotations in the form of a Request for Proposal from at least two sources, when practical. In cases where the City has established a pool of qualified consultants (e.g., engineers, architects, planners, etc.), the consultant may be selected from the existing pool. (2) If a consultant is determined appropriate for continuity, cost, quality or time efficiencies, two quotes are not required. (i.e. a consultant's prior work in integral to a project, so we will not require a second quote, since the consultant is deemed the appropriate vendor.) The standard contract shall be awarded to the service provider with the best qualifications and proposal for the specific project. Total cost shall not be the only consideration but must be included in the analysis of the proposals.

1 Quotes must be kept on file for at least one year

2 If the estimated cost is close to one of the thresholds, you Will follow the requirements for the higher threshold.

Professional service	Documentation	Required Approvals		
		Director	City Manager	Council
Up to \$25,000	2 or more quotes if possible	X		
\$25,000-\$50,000	Multiple quotes recommended	X	X	
\$50,000+	Multiple quotes recommended	X	X	X

¹ Quotes must be kept on file for at least one year

² Use City's "Professional Services Agreement (Contract)"

³ Contracts over \$175,000 that include labor require a performance and payment bond

Alternative to Publishing of Bids and Requests for Proposals (RFPs)

As an alternative to publishing bids in a newspaper, a city or other political subdivision may post solicitations of bids, requests for information or requests for proposals by using its Web site or recognized industry trade journals. The political subdivision must simultaneously publish, either in minutes or separately in a notice published in the official newspaper, a description of all solicitations or requests so distributed, along with the means by which the publications occurred. Publication by alternative means must be in substantially the same format and for the same period of time as a publication in a qualified newspaper.

For the first six months after the political subdivision designates an alternative means of publication, it must continue to publish solicitations of bids, requests for information, and requests for proposals in the official newspaper in addition to the alternative method. The publication in the official newspaper must indicate where to find the designated alternative methods.

If, in the normal course of its business, a qualified newspaper maintains a Web site then, as a condition of accepting and publishing public notices, the newspaper must agree to post all the notices on its Web site during the notice's full publication period.¹¹

¹⁰ Minn. Stat. [§§ 412.311](#), subd. 1 (published notice); 331A.03, subd. 3 (alternative methods).

¹¹ Minn. Stat. [§ 331A.02](#), subd. 5.

Exceptions to Competitive Bidding

The following are some of the more common exceptions to the competitive bidding requirements:

- Contracts less than the State Statute ([MSS 471.345](#))
- Cooperative purchasing organizations
- Intergovernmental Contracts
- Noncompetitive supplies and equipment
- Real estate purchases
- Professional services including:
 - Architectural
 - Auditing
 - Engineering
 - Legal
 - Group Insurance
 - Banking Services
 - Investment Services
 - Financial Service Providers
 - Construction Management
 - Surveying
- Emergency Purchases
- Some fuel contracts
- Guaranteed energy-saving contracts
- Professional services including:
- Reverse auctions for purchase of supplies, materials and equipment
- Electronic sale of surplus supplies, materials and equipment
- Non-competitive supplies and equipment

Construction and Other Contracts

A "contract" means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property. All contracts will be shared with Finance.

Original Contract

- If the proposed contract amount is less than \$25,000, the responsible department head may sign the contract on behalf of the City.
- If the proposed contract is anticipated to exceed \$25,000, but less than \$50,000, the City Manager must sign the contract on behalf of the City.
- If the proposed contract is anticipated to exceed \$50,000, the Project Manager must seek Council approval to authorize the City Manager to execute the contract.

Contract amendments

- If the original contract exceeded \$50,000 and the cumulative amendment increase is less than 10 percent of the original contract amount, the City Manager may sign the amendment.
- If the original contract exceeded \$50,000 and the cumulative amendment increase equals or exceeds 10 percent of the original contract amount, the City Manager must seek Council approval of the amendment.
- If the original contract was less than \$50,000 and the cumulative amendment increase brings the proposed amended contract to \$50,000 or greater, the City Manager must seek Council approval of the amendment.

Contract on Open Market

For contracts valued below the amount established by state statute ([MSS 471.345](#)), the City's policy will be to purchase items on the open market or by quotation. Quotes will be documented on the purchase unless the item is a routinely purchased item which will be price compared annually.

- Purchases made for items under \$2,000.00 can be made on the open market without quotes.
- Purchases between \$2,000.01 and \$9,999.99, verbal or written quotes are encouraged. When the quotes are verbal, document the quote, listing the contact person, phone number, amount of quote, etc.
- Purchases estimated to exceed \$10,000.00 but less than \$50,000.00 need two quotes. quotes must be in writing and documented.
- Contracts on the open market may be signed by the department head or designee.

Contracts requiring quotes

For contracts requiring quotes as set forth by state statute ([MSS 471.345](#)), the City's policy will be to obtain at least two quotes. These quotes will be in writing. Departments Shall keep all quotes on file for one year from the date of purchase. The quotes shall be kept with the invoice.

- If purchases are estimated to exceed \$10,000 but not to exceed \$50,000, the purchase may be made either upon sealed bids or by direct negotiation based upon quotations per [MSS 471.345](#).

Contracts requiring Bids

For contracts in excess of the State Statute ([MSS 471.345](#)), the City shall advertise for sealed bids in the official newspaper of the City. See City Clerk for the official newspaper of the City.

The following steps need to be taken, the responsibility for which, rests with the originating department:

- Ensure that funds have been appropriated for this contract.
- Place plans and specifications for local improvements/special assessment projects on the City Council agenda for approval as required by Mn. Stat. [429.041](#).
- Ensure proper publication is made in the official City newspaper.
- Distribute specifications and answer any bidder questions.
- Open sealed bids at the scheduled time and place, and tabulate.
- The contract shall be awarded to the lowest, responsible bidder.
- Request for Council Action to approve the awarding of the contract.
- Arrange for the contract to be signed by the City Manager and the Mayor.

Other Bidding Requirements

- Bidding Requirements shall not be avoided by splitting a contract into two or more contracts, each of which is below the minimum amount requiring bids; in an attempt to circumvent the necessity of obtaining sealed bids and the appropriate approval authority.
- Specifications may not be written so as to exclude all but one type or kind of supplies or equipment.
- The City may not accept a bid that includes a number of items when the advertisement called for separate bids for each item.
- The City must re-bid when they make a material change in the specifications of the contract, even if the change would not affect the rank order of the bids received.
- Minnesota Statutes [Chapter 429](#) (local improvement code) applies to all public improvement contracts (i.e., sewer, water and streets) being financed with special assessments.

Sole Source Purchases

Sole Source is a vendor or provider of service that offers a unique service or product that no one else offers. Sole source procurements under \$50,000 shall be approved by the City Manager and sole source procurements in excess of \$50,000 shall be approved by the City Council. Sole source purchases may be made if they comply with at least one of the following:

- Item or service under patent or copyright held by a single vendor and item or service possesses or has capabilities critical to use.
- Item or service possesses a unique function or capability critical in the use of the item or service and not available from any other sources.
- The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results.
- The purchase is for replacement parts needed for repair of existing equipment where compatibility with equipment from the original manufacturer is paramount.
- The purchase is for accessories sought for enhancement of existing equipment where compatibility with equipment from the original manufacturer is paramount.
- The purchase is for technical services associated with the assembly, installation, or servicing of equipment of a highly technical or specialized nature.
- Additional item, service, or work required, but not known to have been needed when the

original order was placed with vendor and it is not feasible or practicable to contract separately for the additional need.

- The purchase must match the existing piece or brand of equipment and is only available from one vendor.

Sole source purchases must still follow the purchase process required based on the amount being purchased. For example, if the purchase is expected to exceed the State Statute ([MSS 471.345](#)), a competitive bidding process must be followed even if the expectation is that only one bid will be received.

Emergency Management

Under Minnesota’s Emergency Management Act (Minn. Stat. [§12.01-12.61](#)), the City has the authority to enter into contracts during an emergency without following many normally required procedures. An emergency is defined “an unforeseen combination of circumstances that calls for immediate action to prevent a disaster from developing or occurring.” A disaster is “a situation that creates an actual or imminent serious threat to the health and safety of persons, or a situation that has resulted or is likely to result in catastrophic loss to property or the environment, and for which traditional sources of relief and assistance within the affected area are unable to repair or prevent the injury or loss.”

During an emergency or disaster, the City Council may waive compliance with the time-consuming procedures or formalities concerning:

1. The performance of public work;
2. Contracting;
3. Incurring obligations;
4. Renting equipment; and
5. Purchasing supplies and materials.

Emergency purchases will only be allowed when the mayor issues a proclamation declaring an emergency, and the steps listed in Minn. Stat. [§12.29](#) are completed.

Withholding Certificates (IC134)

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws. If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

Contract Change Orders

Change orders may occur due to City driven changes, errors and omissions, field directives, unforeseen/hidden conditions, regulatory requirements or changes that are contractor driven. Changes that need to be made during construction need to be addressed and approved in a timely manner in order to keep the project on schedule.

Any change order that does not exceed \$50,000 may be approved by the City Manager or a Department head specifically designated by the City Manager. Any change order that exceeds \$50,000 must be approved by City Council. In an emergency the City Council may enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property and by providing emergency assistance to the victims of the disaster without complying with the laws relating to purchasing and contracting.

Retainage

A City of Brooklyn park will reserve an amount as retainage from any progress payment on a public contract for a public improvement. The amount may not exceed 5 percent of the payment. The city may reduce the amount of the retainage and may eliminate retainage on any monthly contract payment if the work progresses satisfactorily.

Prompt Payment to Subcontractors

City contracts that involve a prime contractor must require the prime contractor to pay subcontractors within ten days of the prime contractor's receipt of payment from the city for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time.

Performance and Payment Bonds (Contractor's Bond)

For contracts in excess of the State Statute [MSS 471.345](#) that include labor (ex. road construction and the purchase and installation of playground equipment) a performance and payment bond in an amount not less than the contract price is required from the vendor. The required performance bond benefits the city by ensuring that the work is completed according to the terms of the contract, while the required payment bond benefits subcontractors and people who provide labor and materials, by seeing that their claims for labor and materials are paid. ¹⁸ When the public work contract is let, the amount of the bond needs to be equal to the contract price. If the contract price increases due to change orders, unforeseen conditions, cost overruns or any other reason after the contract is signed, the City Council has the option of increasing the amount of the contractor's bond. Consideration may be given for the percentage of the contract that is complete in relation to the contractor's bond and the increase in the contract price. Additional Information on Performance and Payment Bonds (Contractor's Bond) is available in the state statutes below

¹⁸ See Public Contractors' Performance and Payment Bond Act, Minn. Stat. [§§ 574.26-.32](#).

Provisions Included in all Contracts (Procurement Standards)

It is the policy of Brooklyn Park to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and sub-awards:

1. **Remedies:**
All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) ([MSS 471.345](#)) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

2. Termination:
All contracts in excess of \$10,000 shall contain suitable provisions for termination by Brooklyn Park, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
3. Equal Employment Opportunity:
All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):
If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by Brooklyn Park and its sub-recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of Brooklyn Park to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Brooklyn Park shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. Brooklyn Park shall report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):
[Where applicable] All contracts awarded by Brooklyn Park excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall 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
6. Rights to Inventions Made Under a Contract or Agreement:
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and Brooklyn Park in any resulting invention in accordance with 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.

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 sub-awards of amounts in excess of State Statute ([MSS 471.345](#)) shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (E.O.s 12549 and 12689):
Brooklyn Park will review all purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. The Department will review all requests submitted to make sure the contractor is not on the debarment list. This list is available at - <https://www.sam.gov/>. If a match is found, the program manager will be notified directly, and Accounting will not process the requisition. All results of searches will be attached to the filed paperwork for verification of search.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):
For all contracts or Sub-grants of \$100,000 or more, Brooklyn Park shall obtain from the contractor or sub-grantee a certification 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. Likewise, since each tier provides such certifications to the tier above it, Brooklyn Park shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.

Below is a quick reference chart for procurement methods according to dollar amount:

Quick Reference Chart - Procurement Methods

Construction, Contracted Services, Goods & Services Contracts		Required Approvals		
Contract or Purchase amount	Documentation	Director	City Manager	Council
Less than \$25,000	<ul style="list-style-type: none"> Open Market or Direct Negotiation if Over \$10k (at least 2 quotes)¹ 	X		
\$25,000- \$50,000	<ul style="list-style-type: none"> Sealed Bids or Direct Negotiation (at least 2 quotes or sealed bids)¹ RFPs (Best Value optional), or Cooperative Purchasing Contracts that comply with bidding process (if applicable) <i>*Competitive bidding is allowed but not required.</i> 	X	X	
\$50,000- \$175,000	<ul style="list-style-type: none"> Sealed Bids or Direct Negotiation (at least 2 quotes or sealed bids)¹ RFPs (Best Value optional), or Cooperative Purchasing Contracts that comply with bidding process (if applicable) <i>*Competitive bidding is allowed but not required.</i> 	X	X	X
\$175,000+	<ul style="list-style-type: none"> Sealed Bids or Cooperative Purchasing Contracts that comply with bidding process (if applicable)² 	X	X	X

¹ Quotes must be kept on file for at least one year

² Contracts in excess of MSS 471.345 that include labor require a performance and payment bond

Purchasing Thresholds

All expenditures up to \$25,000 must be within the limits established by the department budget. There are six basic thresholds of dollar amounts that have been established either by policy, City Code or statutory authority for the purpose of purchasing City goods and services.

Purchasing Thresholds

MATERIALS – SUPPLIES – EQUIPMENT - NON-PROFESSIONAL SERVICES - CONSTRUCTION			
Purchase Level (1)(2)	Purchase Process Required	Approving Authority	Notes
\$0 - \$25,000	Quotes	Department Head	<ul style="list-style-type: none"> At the point of sale, the receipt must be signed by the individual purchasing the item. The receipt must be coded prior to submission to Finance. For an item between \$0 and \$10,000, Quotes are not required. Purchases can be made on the open market and verbal quotes are optional. For an item costing between \$10,001 and \$25,000, the shall request price quotations from at least two sources, when practical, and shall place the order at the lowest quoted. Products or services quoted shall be the same or similar of comparable quality from each vendor.
\$25,001 - \$50,000	Quotes	City Manager	<ul style="list-style-type: none"> The City Council will grant the City Manager the authority to make or execute purchase contracts for routine services, equipment, supplies and commodities for which the cost does not exceed twenty thousand dollars (\$50,000). The City shall make the contract by sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase, when practical, and without advertising for bids or otherwise complying with the requirements of competitive bidding. Products or services quoted shall be the same or similar and of comparable quality from each vendor. The City must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source. If a cooperative purchasing agreement is in place, quotations are not needed.
\$50,001 - \$175,000	Council Resolution	City Council	<ul style="list-style-type: none"> The City shall make the contract by sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase, when practical, and without advertising for bids or otherwise complying with the requirements of competitive bidding. Products or services quoted shall be the same or similar and of comparable quality from each vendor. The City must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source. If a cooperative purchasing agreement is in place, quotations are not needed.
Above \$175,000	Sealed Bids/ Council Resolution	City Council	<ul style="list-style-type: none"> Competitive bidding is required for the following contracts: <ul style="list-style-type: none"> Contracts for the sale, purchase, or rental of supplies, materials, or equipment. Contracts for the construction, alteration, repair, or maintenance of real or personal property. The City must consider the availability, price and quality of supplies, materials, or equipment

¹The estimated cost is close to one of the thresholds, you Will follow the requirements for the higher threshold.

²The purchase level is based on the gross purchase price; not net of an asset trade-in.

³ When quotes are received, they Will be kept on file for at least one year

⁴ Purchase order required only for capital purchases (>\$5000).

Solicitation

Policy

If the City uses a consultant to prepare or assist in the preparation of a Statement of Work or a Request for Proposals, that consultant shall not be permitted to submit a proposal. Deviations from this policy require the approval of the City Manager.

Notice of Solicitation of Bids

A formal sealed bid procedure is required for all purchases that are estimated to exceed the State Statute [MSS 471.345](#), except for purchase through a cooperative purchasing contract (see below). A published (412.311) notice of the bid is required in the official city newspaper at least ten (10) days in advance of the bid opening, or in advance of the City Council meeting. This allows for a thorough review and retabulation of the bids and to allow for reference checks as appropriate. All bid openings are to be administered by the originating department. The preparation of all specifications and required authorization is to be the responsibility of the originating department.

The published notice must contain the following:

- A description of the project or the purchase
- The availability of specifications including the location, for example, Office of the City Clerk, etc.
- The last day for submission of bids and the place where they are due
- The time and place for opening bids
- A statement reserving the right of the City to reject all bids

A recommendation can then be made to the City Council and the City Council will award or deny the contract. Bids rejected by council must be kept on file for 6 years.

Government Purchasing Organizations

Certain governmental units form purchasing organizations to obtain group-pricing discounts. The City may be eligible for participation in some of these programs and individuals are encouraged to obtain quotes from suppliers in these programs.

Following is a list of purchasing cooperatives of which the City is a member:

State, County and Other Cooperative Purchasing Contracts

1. The Cooperative Purchasing Venture ("State Contract" or "CPV")

Cooperative purchasing contracts provide an opportunity for the City to purchase supplies, materials, or equipment (but not services) at reduced costs. This enables the City to buy goods and services under the terms of contracts already negotiated by the State of Minnesota. The Cooperative Purchasing Contracts operate without regard to the competitive bidding requirements of the Uniform Municipal Contracting Law if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations that complies with State Statute.¹⁴

The Cooperative Purchasing It is a members-only joint powers program operated by the Minnesota Department of Administration, Materials Management Division.¹³ The CPV allows There is currently no fee to join. For those contracts, a municipality must "consider the availability, price and quantity of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source."¹²

12 Minn. Stat. [§ 471.345](#), subd. 15.

13 See Minn. Stat. [§ 16C.03](#), subd. 10.

IF it is determined that a product/service is on a state contract, vendors will be told that the purchase will be made using that contract. When completing the purchasing paperwork, note that the purchase is per state contract and indicate the contract number.

¹⁴ Minn. Stat. [§ 471.345](#), subd. 15.

Vendors will often contend that the City can purchase from them without bidding because they are on the “state contract” or they will sell at the state contract price. Beware of these approaches. Verify both the vendor and the specific product/service is listed on the state contract. It is likely that not all of a vendor’s products/services have been selected to be on the state contract. If a vendor is not on the state contract, but will match the state contract price, this action does not exempt the City from following the competitive bidding laws. For additional information, visit the Cooperative Purchasing Venture website at <http://www.mmd.admin.state.mn.us/cpv2.htm>

2. Hennepin County Cooperative Purchasing Contracts

The City participates in the Hennepin County Cooperative Purchasing Program. In order to participate, submittal of a checklist anticipating estimated quantities prior to the bidding process is required. If the City has filled out a checklist, it is obligated to purchase the item from the county for the duration of that particular contract, as outlined in the contract specifications.

3. Sourcewell (Joint Powers Member)

Any Joint Powers Purchasing Entity of which the City is a member provides for purchases.

- <https://www.sourcewell-mn.gov/>
- [GSA's Cooperative Purchasing Program. \(www.gsa.gov/cooperativepurchasing\)](http://www.gsa.gov/cooperativepurchasing)

4. U.S. Communities Government Purchasing Alliance

The City participates in the U.S. Communities Government Purchasing Alliance <http://www.uscommunities.org/>. See the Fleet Services Supervisor for further information.

- US Communities Government Purchasing Alliance.
<https://www.uscommunities.org/resources/state-statutes/mn/>

5. National IPA

The City participates in the National IPA cooperative purchasing organization.

<http://www.nationalipa.org>. See the Fleet Services Supervisor for further information.

1. National Intergovernmental Purchasing Alliance (NIPA). www.nationalipa.org/agreements
2. Cooperative Purchasing Connection (CPC). [Http://www.purchasingconnection.org//site/](http://www.purchasingconnection.org//site/)
3. National Cooperative Purchasing Alliance (NCPA). <http://www.ncpa.us/>

6. Great Lakes GPO

The Great Lakes GPO is a fire service program open to all Cities.

- For all other cooperative purchasing alliances, contact the Finance Department to verify that they meet the criteria before acquiring the item.

Federal purchases

Under uniform grant guidance (2 CFR 200.317–326) there are additional procurement requirements that need to be considered when making purchases related to a federal program. Five procurement methods are identified including: micro-purchase (<\$3,500), small purchase procedures (<\$175,000), sealed bid (>\$175,000), competitive proposal (>\$175,000), and noncompetitive proposal (>\$3,500). The general purchasing policy addresses many of these requirements and the City will also consider the full requirements in relation to each method as described in 2 CFR. The micro-purchase threshold which is set by Federal Acquisition Regulation at 48 CFR Subpart 2.1 is subject to change with inflation. The City will follow changes to thresholds as modifications occur. When practicable, micro-purchasing will be distributed among qualified suppliers.

- Vendors who have contracts with the federal General Services Administration (GSA) Federal Supply service may pass the established price down to us.
 - Still required to obtain quotes and bids in accordance with State Statutes.
- If the purchase price is over \$25,000.00, we must follow the MSS 471.345 and receive sealed bids.

Evaluation of Proposals

General

The need to positively demonstrate that a particular proposer will be awarded the contract is a difficult proposition because the evaluation must be based on qualitative data. The following guidelines attempt to provide a systematic approach to the selection of the most deserving proposer.

Selection Team

- a. Proposals for services costing up to \$50,000 do not require the use of a selection team.
- b. Proposals for services costing over \$50,000 will always be evaluated by a selection team.
- c. The selection team will consist of at least three members who may be from the following:
 - The project manager specified in the Statement of Work.
 - Representatives of other City functions that have a direct interest in the project and/or staff members whose expertise will have value in the selection of the proposer.
 - Group of peers from other communities with special expertise.
 - Other interested parties as identified by the project manager.
 - As team chair, the project manager is responsible for:
 - The organization of the selection team.
 - Providing its members with copies of the RFP, proposals, evaluation forms and other needed data.
 - The scheduling of meetings.
 - The scheduling of proposer interviews will the selection team desire.
 - Including the consensus of the evaluation team in the recommendation memorandum.
- d. Recommendation

Upon completion of the evaluation process, the project manager shall prepare a recommendation for approval in accordance with the procedures in this section.

Awarding Contracts

“Best Value” Procurement Alternative

As an alternative, cities and other government entities may use a “best value” procurement process for “construction, building, alteration, improvement or, repair [and maintenance] contracts.”⁵ Minnesota Statute [412.311](#) allows the City to use a “Best Value” alternative instead of awarding the bid to the lowest responsible bidder. Responsibility in bids means financial responsibility, but also integrity, skill, and the likelihood of the bidder doing faithful and satisfactory work. Contact City Attorney in order to use the best value alternative.

Best value procurement is a process based on competitive proposals that awards the contract to “the vendor or contractor offering the best value, taking into account the specifications of the request for proposals, the price and [specific] performance criteria.”

The price and performance criteria may include, but are not limited to:

- 1) Quality of performance on previous projects.
- 2) Timeliness of performance on previous projects.
- 3) Level of customer satisfaction on previous projects.
- 4) Record of performing projects on budget and ability to minimize cost overruns.
- 5) Ability to minimize change orders.
- 6) Ability to prepare appropriate project plans.
- 7) Technical capabilities.
- 8) Qualification of key personnel.
- 9) Ability to assess and minimize risks⁷

The solicitation document must state the relative weight of price and other selection criteria. The award must be made to the vendor or contractor offering the best value applying the weighted selection criteria. If an interview of the vendor’s or contractor’s personnel is one of the selection criteria, the relative weight of the interview must be stated in the solicitation document and applied accordingly.⁸

Personnel administering best value procurement procedures must be trained in the Request for Proposals (RFP) process for best value contracting for construction projects.⁹

⁵ Minn. Stat. [§§ 412.311](#), subd. 2, and [471.345](#), subds. 3a, 4a, and 5.

⁶ Minn. Stat. [§ 16C.28](#), subd. 1(a) (2). The performance criteria are set forth in Minn. Stat. [§ 16C.02](#), subd. 4a, and is described in solicitation documents.

⁷ Minn. Stat. [§ 16C.02](#), subd. 4a.

⁸ Minn. Stat. [§ 16C.28](#), subd. 1(c).

⁹ Minn. Stat. [§ 16C.03](#), subd. 19.

Capital Purchases

Fixed Asset (Capital Outlay)

An item is considered a fixed asset or capital outlay item if:

- It is a tangible asset
- It has a useful life of at least one year
- It has a donated value of at least \$2,500.00, with the following exceptions:
 - Costs and services related to new structure construction or additions to existing structures
 - Costs related to improving or repairing an existing asset, thereby increasing the life of the asset
 - Costs related to acquire land (example: taxes)
 - Meet the threshold of Capital Asset and Grants policy

Fixed asset records are maintained for financial reporting as well as general accountability to our taxpayers. Therefore, any item meeting all of the three criteria identified will be coded as a capital outlay when purchased.

Real Estate/ Land

Real Estate refers to the purchase of land and buildings. All purchases of real property must follow State Statutory guidelines and be approved by the City Council. The purchase or sale of real property is generally not subject to competitive bidding.

Purchase of city vehicles

All costs associated with getting the vehicle out on the road shall be considered part of the total cost. For fixed asset purposes, licenses, radios, customizing (light bars, squad car build ups, special shelving in vans, etc), truck boxes and plows are all considered part of the total cost.

The sales tax and licensing of vehicles is not done at the point of purchase, but rather through a Deputy Registrar Internal Transfer.

Leases and Lease Purchases

All lease agreements need approval through the Finance and City Attorney prior to initiating lease. The responsibility lies with each department to obtain at least two quotes to ensure the best financing rates. Lease Performance Bonds are sometimes prudent for Lease Purchases; if you are unsure whether a Lease Performance Bond will be required, ask your department head to contact the City Attorney.

Purchase or Lease of Used Public Safety Equipment

In 2011, the Minnesota Legislature granted cities and other local governments authority to lease or purchase used public safety without bidding in certain specified circumstances. The new statute provides that a city may acquire by purchase or lease used public safety equipment without competitive bidding or proposals "if the equipment is clearly and legitimately limited to a single source of supply, and the contract price may be best established by direct negotiation."¹⁵

The term "public safety equipment" is defined to mean "vehicles and specialized equipment used by a fire department . . . in firefighting, ambulance and emergency medical treatment services, rescue, and hazardous materials response."¹⁶

¹⁵ Minn. Stat. [§ 471.3455](#); see 2011 Minn. Laws, ch. 33.

¹⁵ Another provision of the law allows cities to issue certificates of indebtedness or capital notes to acquire new or used public safety equipment by lease for a term of up to 15 years. The long-term lease agreement obligation does not constitute debt under other statutes, and no election is required in connection with the execution of a lease agreement authorized by the new provision. See Minn. Stat. [§ 471.3455](#), subd. 3

Disposal of Equipment

Introduction

This policy establishes the methods for the disposal of surplus City property, police confiscated property, and recovered property that has been unclaimed for more than sixty days., as required by Minnesota Statutes [§ 471.3459](#). It also governs the disposition, by means other than donation, of surplus property with an estimated value in excess of the city manager's contracting authority.

Definitions

For purposes of this policy, “surplus property” is any personal property that is no longer useful for a public purpose due to any number of factors including state of repair, deterioration, replacement by more current models, etc.

“Eligible surplus equipment” is any surplus property that qualifies for donation under Minn. Stat. [§ 471.3459](#).

Disposition of City Assets

The City Manager shall establish procedures for: monitoring city equipment, materials and supplies; determining what items are surplus property or eligible surplus equipment; estimating the fair market value of the surplus property or eligible surplus equipment; and disposing of surplus equipment with an estimated value that is within the city manager's contracting authority, in a manner allowed by law. The City Manager may, from time to time, recommend to the Council that certain property owned by the City is no longer needed for a municipal purpose and will be sold.

Procedures

Electronic equipment, telephones, computers, computer peripherals, or mobile devices:

Each department is responsible for identifying when supplies, materials or equipment used by its department is surplus. Departments will notify the IT manager about surplus electronic equipment, including telephones, desktop or laptop computers, computer peripherals, or mobile devices; the IT division is responsible for determining the estimated value and recommended method of disposal for that equipment. When assigning an estimated value, 2 signatures are required, including 1 of each director.

Office furniture, artwork, vehicles, heavy equipment or capital assets:

Departments will notify the public works department about all other surplus equipment including office furniture, artwork, vehicles, heavy equipment or capital assets. The public works director or designee is responsible for determining the estimated value and recommended method of disposition for that equipment. The method of disposal of surplus property will vary depending on the type of property and how the property was acquired. In determining the recommended method of disposition, the IT manager and public works director or designee may consider all relevant factors, including staff time and costs involved in alternative methods of disposition, available storage capacity, and electronic

device security. When assigning an estimated value, 2 signatures are required, including 1 of each director.

Disposal of property is offered to the general public with the intent of receiving proceeds for its sale. Confiscated or recovered property will be sold by some type of public offering. The following methods may be used for disposing of property:

For purposes of this policy, the estimated value of surplus property is the estimated price at which the property would likely sell in the applicable market, less the estimated costs of sale. There are three aspects to any disposal of a City asset:

1. Terms of Sale Approval
The sale itself must be approved, either by the City Manager or his/her designee (sales up to \$50,000) or by the City Council (sales over \$50,000).
2. Proper Municipal Sale Contract
Just as with purchasing, making a sale is considered entering into a contract. After the Council has declared the property as surplus, estimated its value, and approved its disposal, the City Manager (or his/her designee) is authorized to dispose of the property using one of the following methods:

Permitted Methods of Disposition

Depending upon the value and type of surplus property, the possible methods of disposition include:

1. Public Auctions or Sales – This may include an auction by the City, a general sale offered to the public, participating in auctions held by other government units, or the use of other public auction houses. This method may be used for any type of surplus property, regardless of estimated value.
 - Negotiated sale. This method may be used only for surplus property that has an estimated value of \$25,000 or less.
 - Transfer to another government entity. This method may be used for any type of surplus property, regardless of estimated value. By state law, it may be transferred for nominal or no consideration if approved by the city council.
 - Donation to a nonprofit organization. This method may be used for eligible surplus equipment, in accordance with Council Policy. It also may be used for other surplus property that is estimated to have little or no value. (See Section Below)
2. On-line Auctions or Sales – Various public auction and sales services are available on the internet providing the opportunity of reaching a large number of bidders.
3. Trade-in – When replacing City equipment, a trade-in offer may be requested from the vendors submitting quotes/bids on the new equipment. A trade-in may be utilized when the trade-in value is determined to be advantageous to the purchase price or a better value than other types of disposal. This method may be used for any type of surplus property, regardless of estimated value.
4. Quotations or Bids – The City may request quotations or bids on used City equipment. This method will be used when an individual sale of specific equipment is determined to be advantageous to the sale price. This method may be used for any type of surplus property,

regardless of value, but is used only for items valued at \$100,000 or more.

5. Donation - to a nonprofit organization. This method may be used for eligible surplus equipment, in accordance with Council Policy. It also may be used for other surplus property that is estimated to have little or no value. (See Section Below)

6. Scrap or Destroy – If property is determined to have only a scrap value, it may be held until a sufficient quantity exists to warrant sale to a scrap yard. If a department determines that an item has little or no value, the item may be discarded as trash or may be given to an outside organization. The benefiting organization may use the item, obtain the item for parts, recycle components, or scrap the item in an environmentally friendly method. Property will not be given directly or indirectly to employees unless purchased through a public auction. Notify the Finance Division to remove the item from the fixed asset system.

7. Dangerous or Hazardous Materials – Items that may be dangerous or hazardous may be disposed of without any public notice to expedite the removal of the items from City property. All disposals will be by an environmentally friendly method.

Minnesota State Statute [15.054](#) states that "property or materials owned by the state or a subdivision, except real property, and not needed for public purposes, may be sold to an employee of the state or the subdivision after reasonable public notice at public auction or by sealed bid if the employee is the highest responsible bidder and is not directly involved in the auction or sealed bid process." (See Appendix)

Sale at City Auction

Throughout the year the city collects items to be sold at an annual public auction. The listing and storing of those items must be coordinated through the public works director or designee or, for electronic equipment, through the IT manager.

A list of all items available for auction will be maintained by the public works director or designee. Prior to the auction, the public works director or designee will provide the auctioneer with a description and number of items to be sold and make arrangements for those items to be transported.

An employee from the city is present the day of the auction to ensure the integrity and accuracy of the auction. The auction house will forward a tabulation of the bids received along with payment. The information is reviewed by the public works director or designee and then the payment is forwarded to the finance department.

Vehicle Auction

The city participates in the county auctions for disposal of vehicles. In preparation for the auctions the city submits a request for the number of vehicles to be sold at each of the auctions held during the year. The designation of vehicles to be sold at each auction takes into consideration the need for spare vehicles during the summer months.

Prior to each auction the city supplies the county with a list of vehicles to be auctioned. The following information is supplied; vehicle, make, model, year, serial number, approximate mileage and proof of a clear title.

The week prior to the auction all vehicles are cleaned, and all markings and equipment are removed from the vehicles. The city marks vehicles with assigned numbers from the county and

checks with administration to assure the vehicles are insured for transport. The day prior to the auction, the city delivers the vehicles to the auction site with all paperwork and titles; and registers correct mileage on the titles and sales receipts.

On the day of the auction the city is required to, in order to participate in the auction, provide two employees; one to assist the auctioneer and a spotter/runner.

Shortly after the auction the county sends out a statement which breaks down the amount received for each vehicle auctioned and the amount of the commission kept by the county. A copy of this statement is sent to the finance department along with a finance provided fixed asset form indicating that the asset is no longer in the city's fleet.

Electronic Bidding

Cities have authority for the following procedures related to purchases and sales:

1) Reverse Auction Purchases—Minn. Stat. § 471.345, subd. 16

- A city may contract to purchase supplies, materials and equipment (but not services), using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest price in an open and interactive environment.

2) Electronic Sales - Minn. Stat. [§ 471.345](#), subd. 17

- MSS [§ 471.345](#) sub 17 states that “a city may contract to sell supplies, materials, and equipment which is surplus, obsolete, or used, using an electronic selling process in which purchasers compete to purchase the items at the highest purchase price in an open and interactive environment.”

Trade-ins

The City Council must approve the disposal of equipment via trade-in (put toward the purchase of new equipment), just as it approves a regular disposal. A trade-in offer may be requested from the vendors submitting quotes/bids on the new equipment. A trade-in may be utilized when the trade-in value is determined to be advantageous to the purchase price or a better value than other types of disposal. This approval can be done as part of the approval of the purchase of new equipment (if the purchase is over \$50,000). Even if the new purchase is under \$50,000 (and doesn't require Council approval), the trade-in disposal still must be approved by the Council.

Government to Government Sales

The City may transfer real and personal property to another governmental entity for nominal or no consideration and without following the process set out under “Proper Municipal Sale Contract” (item #3) above. Sealed bids or quotes are not required. Council approval of the disposal (item #1 above) is always required. Council approval of the terms of the disposal (item #2 above) is required only if consideration is over \$10,000. The council may approve both the disposal and disposal terms in one action. If there is no consideration or consideration is under \$10,000, the City Manager may approve the terms of the disposal.

Additional Disposal Information:

- As is
A donation of surplus equipment is made "as is" with no warranty, guarantee or representation of any kind, express or implied, as to the condition, utility, or usability of the surplus equipment

offered. The surplus equipment may be defective and cannot be relied up for safety purposes. A copy of this policy must be provided to every nonprofit organization that requests a donation.

- Title
The city manager or designee shall cause any title or other ownership documents to be transferred to the receiving nonprofit organization at the time of transfer. Any fees required to transfer the surplus equipment are the responsibility of the nonprofit organization.
- Transportation
A requesting nonprofit organization must provide a detailed plan for transporting the surplus equipment from the city to the nonprofit organization. The receiving nonprofit organization
- Restrictions on Sale:
According to City code, no employee of the City who is a member of the administrative staff, department head, a member of the Council, or an advisor serving the City in a professional capacity may be a purchaser of property sold under this Section. Other City employees may be purchasers if they are not directly involved in the sale, if they are the highest responsible bidder, and if at least one (1) week's published or posted notice on the city website of sale is given. No public notice or posting is required for an electronic auction at a nationally recognized web site. The council may establish conditions on the sale of surplus property, such as a minimum sales price, to ensure that the city receives a fair price for the property
- Conflict of Interest
Any city employee or official who participates in the decision to donate surplus equipment must disclose any relationship with the requesting nonprofit organization, including volunteer work or financial contributions. The city manager, in consultation with the city attorney, may determine that an employee or official is disqualified from participating in the donation decision, based upon the level of the person's relationship with of the organization

Approval Authority

The following chart details the approvals required, depending upon the type of property and method of disposition.

Property type	Method of deposition	Estimated Value	Approval Needed	Notes
Eligible surplus equipment	Donation	Less than \$10,000	City manager	the City Manager may sell it either upon quotation or in the open market, in the discretion of the City Manager. If the surplus property is sold based upon quotation, the City Manager shall obtain, so far as practicable, at least two quotations which shall be kept on file for a period of at least one year after their receipt.
		\$10,000 or more	City council	If Surplus property is estimated to exceed \$25,000 but not to exceed the State Statute, the City Manager may sell the property upon sealed bids or by direct negotiation, by obtaining two or more quotations for the sale when possible. All quotations obtained shall be kept on file for a period of at least one year after their receipt.
	Other method	See "Other surplus property" below	See "Other surplus property" below	
Other surplus property	Sale to government entity for value	Less than \$100,000	City manager or delegate	
		\$100,000 or more	City council	
	Transfer to government entity for less than its value	Any value	City council	
	Sale to private entities or persons by other sale methods (bids, quotes, negotiated sale, auction) ¹	Less than \$25,000 Nominal or no value	IT manager or public works director	
		\$25,000-\$50,000	City manager	
		\$50,000 or more	City council	

¹ Sales by bids, quotes or negotiated sales are by the ordinary contracting process. Sales by auction are addressed below. City employees are prohibited from purchasing any surplus property; except that a city employee may purchase surplus city property sold at public auction or by sealed bids so long as the employee was not directly involved in the auction or sale process.

² The trade-in is a requirement in the purchase agreement for the new equipment. The method used to purchase and the authority to approve the purchase is determined by the estimated cost of the new equipment.

³ Recycling is preferred over disposal in landfills; hazardous materials must be disposed of as required by law.

³ Destruction may be appropriate if necessary, to protect the security of electronic data, or where the cost of securing the data exceeds the property's estimated value. Disposal as waste or recycling may be used where the costs of selling the property exceed the property's estimated value.

Donation Policy

Scope

This policy applies to all donations of surplus equipment to a nonprofit organization, regardless of the estimated value of the surplus equipment. For purposes of this policy, surplus equipment that is eligible for donation includes:

- equipment used by the public works department that is no longer needed by any city department and has minimal or no resale value
- cellular phones that are no longer needed by any city department and have minimal or no resale value; and
- emergency medical or firefighting equipment that is no longer needed by any city department and either does not meet industry standards for emergency medical services, police or fire departments or has minimal or no resale value.

To be eligible for a donation, a nonprofit organization must have been formed under section 501 (c)(3) of the Internal Revenue Code and must serve one or more of the following functions: cultural, historical, educational, safety, social services, environmental or economic.

Procedure

A proposed donation of surplus equipment may be initiated by a city department or by request of a nonprofit organization. The city manager must evaluate the proposal or request and make a preliminary decision whether donation is appropriate. If the manager determines that donation is appropriate, the availability of the surplus equipment for donation must be advertised on the city's website for at least 5 working days prior to a final decision being made, and nonprofit organizations that have requested to be notified of possible donations must be notified by email or other reasonable means. After considering all responses, the city manager must make a decision or recommendation to the city council, as appropriate to the manager's authority.

Authority

The city manager has authority to approve donations of surplus equipment with an estimated value of less than \$10,000. The city council must approve the donation of any surplus equipment with an estimated value of \$10,000 or more, by majority vote.

Prioritization of donations

If more than one nonprofit organization requests a donation for the same surplus equipment, the city shall consider factors it deems relevant, including how the surplus equipment will be used, whether the organization serves city residents, how the donation will serve the city's strategic goals, the extent to which the donation will serve the greatest number of people, and whether the organization has previously received a donation.

Travel Policy

Purpose and Scope

This Policy shall apply to all business trips by City employees, Mayor and Council, all Commission and Authority members, traveling in an official capacity for City business, the cost of which is borne in part or total by the City. It is the purpose of this policy statement to establish adequate internal controls to satisfy Internal Revenue Service (IRS) regulations, state laws, and to provide a framework to use as a guide to prescribe circumstances for which travel allowances will be authorized and to provide procedures for reimbursement. Reimbursements can only be claimed for accommodations and services utilized and when an expense is incurred. Travelers are expected to utilize the same care when incurring official expenses that a prudent person would utilize if traveling on personal business. The City will pay or reimburse travel costs. All persons conducting official City business are expected to show good judgment in the nature and amount of expenses incurred while conducting City business in accordance with this policy.

Travelers are encouraged to use their City assigned purchasing card for travel expenses other than meals. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel but may be used for eligible meal expenses in the metro area. Per diem allowances based on Federal rates should be used for meals associated with overnight travel.

Responsibility and Travel Authorization:

City Employees

Travelers (employees and non-employees) are responsible to ensure that travel expenses are for valid City business-related purposes; are in accordance with City policies and procedures; and are a prudent use of public and City funds. Individuals traveling on City business are expected to choose the least costly method of transportation that meets the traveler's scheduling and business needs.

Travelers must substantiate and document all travel expenses in accordance with City policy and applicable federal and state laws. In circumstances where the City (via PCard, reimbursement, etc.) and a third party pay for the same travel expenses, the traveler must ensure that the duplicate reimbursement is returned to the City within 60 days of completion of travel.

Travel expenses must be approved by an authorized approver for reimbursement of travel expenses. Approvers are responsible for validating that all expenses: comply with City policy; are a prudent use of public and City funds; are appropriately documented; and are submitted and accounted for in a timely manner.

Budget Approval Departments shall request a training and travel budget that is submitted to the City Manager and included in the final budget that is adopted by the City Council. The City Manager is responsible for including a training and travel budget for elected officials within the final budget that is adopted by the City Council.

All expenses except those made directly by the City Manager will have two different approval signatures, one for first level approval and one for second level approval. All second level approvals must be made by a supervisor. Expense reimbursements to all employees (including directors and the City Manager) must be approved by an employee in a supervisory level above the employee requesting reimbursement. No employee may approve their own expenditures. The Mayor or City Attorney must approve the expense reimbursements for the City Manager.

Advances

Advances are considered an exception and should be submitted to Finance with a reason for the advance and the approval of the supervisor and department director. All advances will require a travel expense form to be completed and approved after the travel has been completed. (The use of a City Purchase Card is encouraged when possible.)

Elected Official Travel

Elected Official Travel

The City recognizes that its elected officials may at times receive value from traveling within the state or out of state for workshops, conferences, events, and other assignments. To manage budget resources and provide equal opportunities for all members of Council to participate in learning opportunities the following statements set forth the conditions for elected official travel.

Out-of-State Travel

The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed \$2500.

In-State Travel

Travel for League of Minnesota Cities Newly Elected Official training would be available for all new Council Members. As resources allow, and if approved by Council, the Mayor and Council Members can request to travel to in-state conferences annually.

The statements below set forth the conditions under which travel by elected officials will be reimbursed by the City.

- The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of travel, description of the public purpose and expected benefit.
- Upon returning from an event, workshop, conference or assignment the elected official will make a public presentation on key learnings within 45 days.
- No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- Travel costs will be reimbursed in accordance with the Travel Costs section of this policy.
- Requests for reimbursement must be submitted with appropriate receipts on a signed travel expense form to the Finance Department for review and payment.

- Elected officials appointed to serve on a National League of Cities Policy or Steering Committee will be allowed to attend both the Congressional City Conference and the Congress of Cities.
- When feasible, a city vehicle should be considered for in-state transportation needs.

Extending Business Travel with Personal Travel

When a Traveler combines personal and business travel, reimbursable expenses will cease to accrue as of the expected return date and time. The City will reimburse the Traveler only for the documented expenses that are directly related to the business portion of the trip. Excess travel time and activities not required for the business trip purpose shall be at the Traveler's own expense.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

Air Transportation

- The cost of airline tickets will be reimbursed or paid for when traveling on City business. It is expected that city officials will travel by coach or economy class.
- Travel by air is limited to the lowest, non-refundable, coach/economy class fare available at time of booking. Travelers may select their seat to another seat within coach/economy (exit row, aisle seats or "extra leg room") on any flight, when no other coach/economy seats are available, or it better meets the traveler's needs.
- When the total flight time, excluding layovers, from departure to arrival is 8 or more hours (including connecting domestic legs), travelers may, with preapproval from their unit, upgrade from coach to the next most economical class of travel over coach (business class in most cases, first class in cases where business class is not offered).
- Travelers may not travel using a private plane or non-approved air charter unless the City Risk Management Office grants an exception in advance of the travel. If the traveler does not obtain an exception, the City will not reimburse the unapproved transportation expenses.
- Employees are prohibited from piloting personal or leased aircrafts while on City business travel. If they choose to do so, the City will not consider the traveler to be acting in an official capacity of the City nor will the City reimburse the traveler for any related expenses.
- It is recommended that no more than 20 City staff, or Regents fly on the same plane at the same time.

Airport Parking / Baggage

- Long-term parking must be used for travel exceeding 24-hours. The maximum reimbursement rate, regardless of where you park, is the long-term parking lot parking rate at the airport they are flying out of.
- Parking at the destination hotel or business site is reimbursable and limited to the lowest daily rate
- Baggage fees is reimbursable
- Valet parking is not reimbursable

Accrual and Use of Frequent Flyer Miles

- In accordance with Minnesota State Statute, 15.435, frequent flyer miles or any other benefit issued by an airline must accrue to the benefit of the City whenever City funds are used to pay for airline travel, regardless of the origination of those funds (e.g., from state or federal grants, contracts, or appropriations, or private donors.) City employees may not use these miles for their personal travel.
- City employees, rather than departments, are responsible for tracking miles earned with City funds, and providing records of such tracking upon request. When they have accumulated enough frequent flyer miles to earn free travel, employees must use the miles for City travel.

Automobile

Automobile mileage will be reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov) *These rates are designed to compensate the driver for gasoline, insurance, maintenance and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are reimbursable. Damage to a traveler's personal auto is the responsibility of that individual or his/her insurance company.

- **City Vehicle:** When traveling in a City vehicle, the Traveler should use a City assigned purchasing card for fuel expenses or one's own credit card if a City purchasing card is not available. Due to potential liability considerations, transportation of family members not on official City business is prohibited in City vehicles.
- **Personal Vehicle:** When personal vehicles are used as a mode of transportation for travel within the five-state region (Minnesota, North Dakota, South Dakota, Wisconsin, and Iowa), reimbursement will be made at the mileage or allowance rate in effect at the date of travel. Payment of mileage will be based on the most direct route from the point of departure to the point of destination. Please refer to the City's Mileage Policy. The City is not responsible for damage to one's personal vehicles while on official business, as the Traveler's vehicle is not covered by the City's insurance coverage. The Traveler must maintain appropriate insurance when using personal vehicle for business travel.
- **Car Rental:** The traveler must have approval for a rental car, as described above, in order to be reimbursed for rental car parking. Rental rates that are equal or less than those available through the State shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
 - No personal use of car rental is allowed to be claimed.
 - The City's automobile insurance coverage applies to rental vehicles. Under normal circumstances, should a rental car be damaged while being used for business purposes, the City will defend and indemnify the Traveler against any claims made by the rental company for damage to the rental car.
 - Minnesota law requires one's personal insurance company to provide coverage when the rental car is being used for personal activities in most instances.
 - Car rental insurance will not be reimbursed by the City. If car rental insurance is purchased, it would be at the Employee's personal expense.
 - Fuel for a car is reimbursable, however, fuel pre-payment is not allowed and will not be reimbursed.
- **Taxis/Shuttles.** The cost of taxis, shuttles or rideshares (Uber, Lyft, Micro mobility, etc.) fares may be reimbursed.

Documentation: Itemized receipt from rental agency and payment documentation, if not shown on the receipt. Fuel receipts must be submitted. Receipts for parking and other transportation must be submitted.

Parking Fees

If the traveler uses a vehicle on official city business and is reimbursed for mileage, parking charges may be reimbursed as an incidental expense. Maximum per park with receipt will be the actual expense.

*Travel Reimbursements must be submitted within 60 days of the expense.

Lodging

Hotel or Motel expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. Lodging fees associated with trips for training or business that are longer than one day and are outside the Twin Cities Metro Area associated with a single occupancy rate. Lodging reimbursement requests must be accompanied by a lodging receipt from the hotel, motel, or other commercial lodging establishment.

- Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.
- Other Lodging. An employee will always stay at a facility that is reasonably priced and request government or corporate rates. The employee must stay at a licensed lodging facility and cannot be reimbursed for staying at a non-licensed lodging facility. In situations where a non-conference domestic lodging rate falls outside of the City guidelines, the traveler must obtain pre-approval from the appropriate authorized approver by completing the Request for Lodging Exception form. If the traveler does not obtain prior approval, the supervisor/manager may deduct the overage from the reimbursement request.

Meals and Incidental Expenses

The per diem allowance is a daily payment for meals and related incidental expenses when overnight travel accommodations are necessary, in accordance with published federal per diem rates instead of receipt-based reimbursement. The City intends for its Travelers to pay for meals, tips and service charges using the current per diem schedules as set by the federal government. These schedules can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup> (M&IE column). The Traveler may claim an amount not to exceed the allowable per diem rate in accordance with the Standard Federal Per Diem Rate Schedule in effect at the time of travel as published by the U.S. General Services Administration (GSA). The per diem allowance is separate from lodging, transportation, and other miscellaneous expenses. The per diem allowance covers all charges, including taxes and service charges where applicable for:

1. Meals including expenses for breakfast, lunch, dinner, and related taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons) and

2. Incidental expenses, including:

- a. Fees and tips given to wait staff, baggage carriers, maids, and
- b. Transportation and tips between places of lodging or business and places where meals are taken, if suitable meals can't be obtained at site.

Meals for which the City pays directly, such as meals included in a conference registration fee or as part of airfare, or hotel costs, must be excluded from per diem and will not be further reimbursed. The Traveler must note on the expense claim if a meal is included in the cost of the travel fare, conference fee, or hotel lodging. If a lodging facility provides a hot breakfast, the breakfast allowance is excluded from the per diem amount. This provision does not apply to "continental breakfast". When the Traveler receives a meal at no cost, the Traveler is not eligible to be reimbursed for that meal and that meal allowance must not be included in the combined total. On "travel days", defined as the first and last day of travel (departure and return), per diem amount equals 75% of total M&IE regardless of departure time. Reimbursement may be allowed if the Traveler has special dietary needs that cannot be accommodated by the available meal options included in the conference registration or event programming. The Department Head reviews the circumstances and determines when reimbursement is warranted.

If actual expenses exceed the applicable per diem rate, the excess amount is a personal expense of the Traveler. If actual expenses are less than the per diem rate, the Traveler is not required to refund the difference to the City.

If Traveler travels on a conference day, Traveler is allowed the full per diem regardless of departure time.

Travelers should NOT submit receipts for any meal purchases when requesting overnight travel reimbursements. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel.

Documentation: Receipts are not required for M&IE

Example 1: Traveler travels to Orlando, FL for a 3-day conference and travels the day before and after the conference. Lunch is provided for all 3 days. Below is the per diem breakdown for Orlando based on the GSA schedule:

Primary Destination	County	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Orlando	Orange	\$59	\$13	\$15	\$26	\$5	\$44.25

Traveler's allowed per diem per day for days 2-4 is \$44:

- \$59 M&IE Total
- \$15 Lunch
- \$44 Allowed per diem per day

Since lunch is provided, lunch allowance is deducted from the total and Traveler is allowed \$44 per day for days 2-4. On travel days, day 1 & day 5, the Traveler is allowed \$44.25 per day as found on the schedule.

Other Expenses

- Conference, seminar or convention registration fees may be pre-paid once approval is received from the Department Head.
- Other expenses such as fees for social events, activities and tour opportunities during the conference are reviewed on a case-by-case basis. The Department Head will determine if reimbursement is warranted.
- In unique instances involving lost luggage, Traveler may need to purchase clothing and toiletries for the duration of their travel. The Department Head will review and determine if additional costs are reimbursable.

International Travel

For domestic travel purposes, the IRS definition of the United States includes the 50 states and the District of Columbia. The purpose of travel outside the United States for City business must be unquestionably professional in content and should only be considered if a similar meeting, conference, or training of similar quality cannot be found within the continental limits of the United States.

The per diem rates when traveling abroad are determined by the US Department of State and can be found at https://aoprals.state.gov/web920/per_diem.asp.

For foreign travel, all reimbursable expenses that were not paid using a credit card or US currency must be converted to US currency before listing them on the travel expense claim.

City Reimbursement of Travel Costs that do not Require Overnight Travel

Travel plans involving expenses that do not require overnight travel accommodations will be reimbursed based on actual cost substantiated by appropriate receipts. This includes training or meetings within the metro area.

Non-Reimbursable Expenses

Examples of non-reimbursable personal expenses include, but are not limited to:

1. The personal portion of any trip;
2. Political fundraising or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying a city official on City related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events, travel gym, massage and/or golf related expenses, other cultural events or personal reading material;
5. Alcohol/personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on City business, such as clothing and personal effects.

Documentation

All employees are required to provide the following documentation for all expenditures: (Unless following Per Diem)

- Itemized receipt
- Purpose for the expense
- In addition, if the expense is meeting-related:
 - o Specify attendee and employee or non-employee
 - o Relationship of non-employee to the meeting
 - o Reason that the meeting was not possible during business hours, if applicable

Violation of the Travel Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges,
2. Demand for restitution to the City,
3. Disciplinary action,
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used, and
5. Prosecution for misuse of public resources.

Mileage Reimbursement Policy

Purpose and Scope:

The purpose of this policy is to define the terms and conditions under which the City will reimburse employees when using their personal vehicles while engaged in City business. The City encourages the use of city vehicles whenever possible. This policy shall also apply to elected officials and board/commission members, but only when traveling outside of the seven-county metro area while engaged in City business.

Policy

Employees using their personal vehicles while engaged in City business are entitled to reimbursement for the lesser of ;1) miles actually driven to and from a meeting, training, or temporary work location; or 2) the miles that would have been driven had the employee traveled directly from and returned directly to their City workspace. Mileage Reimbursement is not applicable to any employee receiving a monthly car allowance.

The business mileage reimbursement is clarified in the following two examples:

- An employee is attending an all-day training session that is 15 miles from his or her workspace at Community Center but only 10 miles from his or her home. The employee opts to drive directly from home to the training and directly back home at the end of the day, without going to his or her workspace at Community Center. This employee would be eligible for reimbursement for 20 miles total (10 miles each way). Another employee who is based at Community Center lives 25 miles from the training and also drives directly from home to the training and back again. This employee would be reimbursed for 30 miles total (15 miles each way), because the distances from Community Center to the training is the lesser of the two amounts. The principle is that the City will not reimburse more than the actual miles driven, nor will it reimburse more than the mileage from Community Center to the event simply because an employee happens to live further out.
- A second example would be an employee traveling from home to his or her regular workplace at City hall and then leaving mid-day to attend a work-related function 12 miles away in Minneapolis. The employee then drives directly home after the function, which is a distance of 15 miles. This employee would be eligible for reimbursement for a total of 24 miles – the actual miles traveled to the event and an equivalent amount back, because that is the lesser of the distance back to City hall and the distance to their home.

Procedure

1. Employees seeking mileage reimbursement are responsible for submitting a mileage reimbursement form within 60 days. This mileage reimbursement claim form is required for federal accountability requirements and allows the reimbursement to be nontaxable to the employee.
2. The supervisor is responsible for reviewing mileage reimbursement claim forms for accuracy prior to approving in a timely manner.
3. Mileage reimbursement rates are set by the City of Brooklyn Park to coincide with the standard rate at the time of travel allowed by the IRS which changes annually.
4. The mileage reimbursement is cut by Accounts Payable and sent to the employee.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.1	Meeting Date:	February 26, 2024
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Devin Montero, City Clerk
Ordinance:	SECOND READING		
Attachments:	1	Presented By:	Dennis Secara, Charter Commission Chair
Item:	Second Reading of an Ordinance to Consider the Recommendation of the Brooklyn Park Charter Commission to amend Charter Chapter 4, Section 4.03 of the Home Rule City Charter		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2024-_____ AMENDING CHARTER CHAPTER 4, SECTION 4.03, OF THE HOME RULE CITY CHARTER.

A unanimous vote is required by the council on this second reading of the ordinance.

Overview:

At the July 31, 2023 Council Work Session, the Mayor, and Council Members held discussions on council vacancies related to how long the seats were vacant, expense of special elections, and amending the city charter. Options discussed were, (1) appointment until the next election; (2) a candidate declared winner at a special primary with over 50% of the votes, if no winner, continue with the special election, and (3) using ranked choice voting for the special election. It was the consensus of the Council to forward the issue to the Charter Commission for a recommendation.

At the September 13, 2023, Charter Commission meeting, the commissioners held discussions on the issue and possible options. They also reviewed what other charter cities did with council vacancies. It was the consensus of the Commissioners to have the City Attorney provide options related to the council vacancies and propose an amendment to Charter Section 4.03.

At the October 11, 2023, Charter Commission meeting, the Commissioners continued their discussions regarding the council vacancies with Kennedy and Graven Attorney Siobhan Tolar, and discussed the City Attorney's email regarding options that would reduce the amount of time that a vacancy occurred in the City Council. The commissioners discussed potential options: (1) appoint first and have a special election without a primary; (2) if a candidate receives 50% or more of the votes at a special primary, the candidate is declared the winner, and a special election is not required; or (3) appoint until the next regular election and eliminate the primary. The commissioners asked the City Attorney to provide amendment language to Section 4.03 based on those options to be discussed at the next meeting.

At the November 8, 2023, meeting, the commissioners continued their discussions with Attorney Tolar and reviewed the City Attorney's email regarding proposed Charter amendment options. The commissioners decided against appointments for vacancies over 365 days and to hold special elections at the earliest allowed date following the vacancy declaration. The Commissioners asked the attorneys to draft amendment language reflecting two circumstances: (1) a "winner-take-all" primary for a vacancy where 3 or more candidates ran for office, and (2) maintain the existing special election process if only two candidates ran for office.

At the December 13, 2023, meeting, Attorney Tolar presented amendment language to Section 4.03 for review and discussion by the commissioners. After lengthy discussions, the commissioners edited the proposed amendment language relating to eligible voters.

The Commissioners voted on a motion and passed (5 to 1) to recommend to the City Council for approval, the attached ordinance amending Chapter 4, Section 4.03 of the City Charter.

The public hearing and first reading of the ordinance was held on February 12, 2024.

Primary Issues/Alternatives to Consider:

The following is a routine timetable:

January 8	Council set the public hearing
January 18	Public Hearing Notice and text of proposed ordinance is published
February 12	Public hearing and First Reading of Ordinance Held
February 26	Second Reading of Ordinance Held
March 7	Ordinance Published in Newspaper
June 5	Ordinance becomes effective (90 days after passage and publication)

Budgetary/Fiscal Issues: N/A

Attachments:

7.1A ORDINANCE

ORDINANCE #2024-

AN ORDINANCE AMENDING CHARTER CHAPTER 4, SECTION 4.03 OF THE
HOME RULE CITY CHARTER

~~Text with strikeouts is proposed for deletion.~~

Text with underline is proposed for insertion.

The City of Brooklyn Park does ordain:

Section 1. Chapter 4, Section 4.03 of the City Charter is amended to read as follows:

SECTION 4.03 PRIMARY MUNICIPAL ELECTIONS

The Council shall, whenever there are more than two candidates filing for any city-wide office or for resident Council member of any district, provide through ordinance or resolution for a primary election to be held city wide or in any particular district, and such primary election shall be held on a date not less than 25 days prior to the special or general election. At least 15 days' notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website and at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election. This section does not apply to any special election held in 2022 to fill the vacancy in the office of council member for the East District.

If a primary election is required in connection with a special municipal election needed to fill a vacancy in the office of Council member or Mayor pursuant to Section 2.06, a candidate who receives more than 50% of the votes cast at the primary election shall be declared the winner. If no candidate receives more than 50% of the votes cast at the primary election, the two candidates receiving the most votes shall advance to a special municipal election pursuant to Section 2.06 and the applicable provisions of Minnesota election law.

City of Brooklyn Park Request for Council Action

Agenda Item:	7.2	Meeting Date:	February 26, 2024
Agenda Section:	General Action Items	Originating Department:	Administration
Resolution:	N/A	Prepared By:	Katrina Doshier, Program Assistant
Ordinance:	N/A		
Attachments:	1	Presented By:	Jay Stroebel, City Manager
Item:	Request by Councilmember Morson to Travel to and Attend the National League of Cities Congressional City Conference from March 10-14, 2024		

City Manager's Proposed Action:

MOTION _____, SECOND _____, TO APPROVE COUNCILMEMBER MORSON TO TRAVEL TO AND ATTEND THE NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE IN WASHINGTON, D.C. FROM MARCH 10-14, 2024.

Overview:

Councilmember Morson has requested to travel to the National League of Cities Congressional City Conference from March 10-14, 2024

Approximate costs as of February 21, 2024:

(3/10-3/14)

Registration: \$805

Airfare: \$500-\$1000

Hotel: \$350 per night x 4 = \$1400

Per Diem: \$79 x 4 = \$316

Supplemental Council Pay: \$50 x 4 = \$200

Total: \$3221-\$3721 plus rideshare/taxi costs

This expenditure would be covered under 2024 budgeted resources in the Mayor and Council meeting expenses and conferences/schools expense lines.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

City Travel Policy for Elected Official Travel (Out-of-State Travel):

The Mayor/Mayor Pro Tem and three Council Members (alternating) have the opportunity to travel out-of-state (domestically) one time annually, pending Council's approval. This approach would allow for the Mayor/Mayor Pro Tem to travel up to four times per term and Council Members to travel two times per term. If necessary, and if approved by Council, additional out-of-state travel could be approved for the Mayor/Mayor Pro Tem or Council Members using unused Council travel budget resources or other funding resources (e.g. EDA, Administration budget, etc.) Expenses for out-of-state travel are encouraged to not exceed \$2500.

Prior Travel in 2023:

Councilmember Morson traveled twice in 2023. From August 11-14, 2023, CM Morson traveled to Washington, D.C. to participate in the Elected Officials Protecting America (EOPA) Conference. The total cost to the City was \$2648.61. EOPA contributed \$1000 to reduce the registration fee from \$2500 to \$1500 and provided hotel accommodations. From November 15-17, 2023, CM Morson traveled to Washington, D.C. to participate an Elected

Officials Protecting America (EOPA) Conference. The total cost to the City was \$311.50, EOPA contributed \$1289.69 to cover the airfare and hotel stay. In 2023, the City paid a total of \$2960.11 toward Councilmember Morson's out of state travel.

Prior Travel in 2024:

Councilmember Tran has also requested to participate in the NLC conference and was approved by Council on January 29, 2024. The total for her trip will be approximately \$3168, plus rideshare/taxi fees. Her registration and hotel rates were reduced because she met early registration deadlines.

Attachments:

7.2A TRAVEL POLICY

Travel Policy

Purpose and Scope

This Policy shall apply to all business trips by City employees, Mayor and Council, all Commission and Authority members, traveling in an official capacity for City business, the cost of which is borne in part or total by the City. It is the purpose of this policy statement to establish adequate internal controls to satisfy Internal Revenue Service (IRS) regulations, state laws, and to provide a framework to use as a guide to prescribe circumstances for which travel allowances will be authorized and to provide procedures for reimbursement. Reimbursements can only be claimed for accommodations and services utilized and when an expense is incurred. Travelers are expected to utilize the same care when incurring official expenses that a prudent person would utilize if traveling on personal business. The City will pay or reimburse travel costs. All persons conducting official City business are expected to show good judgment in the nature and amount of expenses incurred while conducting City business in accordance with this policy.

Travelers are encouraged to use their City assigned purchasing card for travel expenses other than meals. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel but may be used for eligible meal expenses in the metro area. Per diem allowances based on Federal rates should be used for meals associated with overnight travel.

Responsibility and Travel Authorization:

City Employees

Travelers (employees and non-employees) are responsible to ensure that travel expenses are for valid City business-related purposes; are in accordance with City policies and procedures; and are a prudent use of public and City funds. Individuals traveling on City business are expected to choose the least costly method of transportation that meets the traveler's scheduling and business needs.

Travelers must substantiate and document all travel expenses in accordance with City policy and applicable federal and state laws. In circumstances where the City (via PCard, reimbursement, etc.) and a third party pay for the same travel expenses, the traveler must ensure that the duplicate reimbursement is returned to the City within 60 days of completion of travel.

Travel expenses must be approved by an authorized approver for reimbursement of travel expenses. Approvers are responsible for validating that all expenses: comply with City policy; are a prudent use of public and City funds; are appropriately documented; and are submitted and accounted for in a timely manner.

Budget Approval Departments shall request a training and travel budget that is submitted to the City Manager and included in the final budget that is adopted by the City Council. The City Manager is responsible for including a training and travel budget for elected officials within the final budget that is adopted by the City Council.

All expenses except those made directly by the City Manager will have two different approval signatures, one for first level approval and one for second level approval. All second level approvals must be made by a supervisor. Expense reimbursements to all employees (including directors and the City Manager) must be approved by an employee in a supervisory level above the employee requesting reimbursement. No employee may approve their own expenditures. The Mayor or City Attorney must approve the expense reimbursements for the City Manager.

Advances

Advances are considered an exception and should be submitted to Finance with a reason for the advance and the approval of the supervisor and department director. All advances will require a travel expense form to be completed and approved after the travel has been completed. (The use of a City Purchase Card is encouraged when possible.)

Elected Official Travel

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The City recognizes that its elected officials may at times receive value from traveling within the state or out of state for workshops, conferences, events, and other assignments. To manage budget resources and provide equal opportunities for all members of Council to participate in learning opportunities the following statements set forth the conditions for elected official travel.

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Travel for League of Minnesota Cities Newly Elected Official training would be available for all new Council Members. As resources allow, and if approved by Council, the Mayor and Council Members can request to travel to in-state conferences annually.

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- The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of travel, description of the public purpose and expected benefit.
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- Requests for reimbursement must be submitted with appropriate receipts on a signed travel expense form to the Finance Department for review and payment.

- Elected officials appointed to serve on a National League of Cities Policy or Steering Committee will be allowed to attend both the Congressional City Conference and the Congress of Cities.
- When feasible, a city vehicle should be considered for in-state transportation needs.

Extending Business Travel with Personal Travel

When a Traveler combines personal and business travel, reimbursable expenses will cease to accrue as of the expected return date and time. The City will reimburse the Traveler only for the documented expenses that are directly related to the business portion of the trip. Excess travel time and activities not required for the business trip purpose shall be at the Traveler's own expense.

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.

Air Transportation

- The cost of airline tickets will be reimbursed or paid for when traveling on City business. It is expected that city officials will travel by coach or economy class.
- Travel by air is limited to the lowest, non-refundable, coach/economy class fare available at time of booking. Travelers may select their seat to another seat within coach/economy (exit row, aisle seats or "extra leg room") on any flight, when no other coach/economy seats are available, or it better meets the traveler's needs.
- When the total flight time, excluding layovers, from departure to arrival is 8 or more hours (including connecting domestic legs), travelers may, with preapproval from their unit, upgrade from coach to the next most economical class of travel over coach (business class in most cases, first class in cases where business class is not offered).
- Travelers may not travel using a private plane or non-approved air charter unless the City Risk Management Office grants an exception in advance of the travel. If the traveler does not obtain an exception, the City will not reimburse the unapproved transportation expenses.
- Employees are prohibited from piloting personal or leased aircrafts while on City business travel. If they choose to do so, the City will not consider the traveler to be acting in an official capacity of the City nor will the City reimburse the traveler for any related expenses.
- It is recommended that no more than 20 City staff, or Regents fly on the same plane at the same time.

Airport Parking / Baggage

- Long-term parking must be used for travel exceeding 24-hours. The maximum reimbursement rate, regardless of where you park, is the long-term parking lot parking rate at the airport they are flying out of.
- Parking at the destination hotel or business site is reimbursable and limited to the lowest daily rate
- Baggage fees is reimbursable
- Valet parking is not reimbursable

Accrual and Use of Frequent Flyer Miles

- In accordance with Minnesota State Statute, 15.435, frequent flyer miles or any other benefit issued by an airline must accrue to the benefit of the City whenever City funds are used to pay for airline travel, regardless of the origination of those funds (e.g., from state or federal grants, contracts, or appropriations, or private donors.) City employees may not use these miles for their personal travel.
- City employees, rather than departments, are responsible for tracking miles earned with City funds, and providing records of such tracking upon request. When they have accumulated enough frequent flyer miles to earn free travel, employees must use the miles for City travel.

Automobile

Automobile mileage will be reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov) *These rates are designed to compensate the driver for gasoline, insurance, maintenance and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are reimbursable. Damage to a traveler's personal auto is the responsibility of that individual or his/her insurance company.

- **City Vehicle:** When traveling in a City vehicle, the Traveler should use a City assigned purchasing card for fuel expenses or one's own credit card if a City purchasing card is not available. Due to potential liability considerations, transportation of family members not on official City business is prohibited in City vehicles.
- **Personal Vehicle:** When personal vehicles are used as a mode of transportation for travel within the five-state region (Minnesota, North Dakota, South Dakota, Wisconsin, and Iowa), reimbursement will be made at the mileage or allowance rate in effect at the date of travel. Payment of mileage will be based on the most direct route from the point of departure to the point of destination. Please refer to the City's Mileage Policy. The City is not responsible for damage to one's personal vehicles while on official business, as the Traveler's vehicle is not covered by the City's insurance coverage. The Traveler must maintain appropriate insurance when using personal vehicle for business travel.
- **Car Rental:** The traveler must have approval for a rental car, as described above, in order to be reimbursed for rental car parking. Rental rates that are equal or less than those available through the State shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
 - No personal use of car rental is allowed to be claimed.
 - The City's automobile insurance coverage applies to rental vehicles. Under normal circumstances, should a rental car be damaged while being used for business purposes, the City will defend and indemnify the Traveler against any claims made by the rental company for damage to the rental car.
 - Minnesota law requires one's personal insurance company to provide coverage when the rental car is being used for personal activities in most instances.
 - Car rental insurance will not be reimbursed by the City. If car rental insurance is purchased, it would be at the Employee's personal expense.
 - Fuel for a car is reimbursable, however, fuel pre-payment is not allowed and will not be reimbursed.
- **Taxis/Shuttles.** The cost of taxis, shuttles or rideshares (Uber, Lyft, Micro mobility, etc.) fares may be reimbursed.

Documentation: Itemized receipt from rental agency and payment documentation, if not shown on the receipt. Fuel receipts must be submitted. Receipts for parking and other transportation must be submitted.

Parking Fees

If the traveler uses a vehicle on official city business and is reimbursed for mileage, parking charges may be reimbursed as an incidental expense. Maximum per park with receipt will be the actual expense.

*Travel Reimbursements must be submitted within 60 days of the expense.

Lodging

Hotel or Motel expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. Lodging fees associated with trips for training or business that are longer than one day and are outside the Twin Cities Metro Area associated with a single occupancy rate. Lodging reimbursement requests must be accompanied by a lodging receipt from the hotel, motel, or other commercial lodging establishment.

- Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.
- Other Lodging. An employee will always stay at a facility that is reasonably priced and request government or corporate rates. The employee must stay at a licensed lodging facility and cannot be reimbursed for staying at a non-licensed lodging facility. In situations where a non-conference domestic lodging rate falls outside of the City guidelines, the traveler must obtain pre-approval from the appropriate authorized approver by completing the Request for Lodging Exception form. If the traveler does not obtain prior approval, the supervisor/manager may deduct the overage from the reimbursement request.

Meals and Incidental Expenses

The per diem allowance is a daily payment for meals and related incidental expenses when overnight travel accommodations are necessary, in accordance with published federal per diem rates instead of receipt-based reimbursement. The City intends for its Travelers to pay for meals, tips and service charges using the current per diem schedules as set by the federal government. These schedules can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup> (M&IE column). The Traveler may claim an amount not to exceed the allowable per diem rate in accordance with the Standard Federal Per Diem Rate Schedule in effect at the time of travel as published by the U.S. General Services Administration (GSA). The per diem allowance is separate from lodging, transportation, and other miscellaneous expenses. The per diem allowance covers all charges, including taxes and service charges where applicable for:

1. Meals including expenses for breakfast, lunch, dinner, and related taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons) and

2. Incidental expenses, including:
 - a. Fees and tips given to wait staff, baggage carriers, maids, and
 - b. Transportation and tips between places of lodging or business and places where meals are taken, if suitable meals can't be obtained at site.

Meals for which the City pays directly, such as meals included in a conference registration fee or as part of airfare, or hotel costs, must be excluded from per diem and will not be further reimbursed. The Traveler must note on the expense claim if a meal is included in the cost of the travel fare, conference fee, or hotel lodging. If a lodging facility provides a hot breakfast, the breakfast allowance is excluded from the per diem amount. This provision does not apply to "continental breakfast". When the Traveler receives a meal at no cost, the Traveler is not eligible to be reimbursed for that meal and that meal allowance must not be included in the combined total. On "travel days", defined as the first and last day of travel (departure and return), per diem amount equals 75% of total M&IE regardless of departure time. Reimbursement may be allowed if the Traveler has special dietary needs that cannot be accommodated by the available meal options included in the conference registration or event programming. The Department Head reviews the circumstances and determines when reimbursement is warranted.

If actual expenses exceed the applicable per diem rate, the excess amount is a personal expense of the Traveler. If actual expenses are less than the per diem rate, the Traveler is not required to refund the difference to the City.

If Traveler travels on a conference day, Traveler is allowed the full per diem regardless of departure time.

Travelers should NOT submit receipts for any meal purchases when requesting overnight travel reimbursements. A City assigned purchasing card may NOT be utilized to pay for meal expenses requiring overnight travel.

Documentation: Receipts are not required for M&IE

Example 1: Traveler travels to Orlando, FL for a 3-day conference and travels the day before and after the conference. Lunch is provided for all 3 days. Below is the per diem breakdown for Orlando based on the GSA schedule:

Primary Destination	County	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Orlando	Orange	\$59	\$13	\$15	\$26	\$5	\$44.25

Traveler's allowed per diem per day for days 2-4 is \$44:

\$59 M&IE Total
 \$15 Lunch
 \$44 Allowed per diem per day

Since lunch is provided, lunch allowance is deducted from the total and Traveler is allowed \$44 per day for days 2-4. On travel days, day 1 & day 5, the Traveler is allowed \$44.25 per day as found on the schedule.

Other Expenses

- Conference, seminar or convention registration fees may be pre-paid once approval is received from the Department Head.
- Other expenses such as fees for social events, activities and tour opportunities during the conference are reviewed on a case-by-case basis. The Department Head will determine if reimbursement is warranted.
- In unique instances involving lost luggage, Traveler may need to purchase clothing and toiletries for the duration of their travel. The Department Head will review and determine if additional costs are reimbursable.

International Travel

For domestic travel purposes, the IRS definition of the United States includes the 50 states and the District of Columbia. The purpose of travel outside the United States for City business must be unquestionably professional in content and should only be considered if a similar meeting, conference, or training of similar quality cannot be found within the continental limits of the United States.

The per diem rates when traveling abroad are determined by the US Department of State and can be found at https://aoprals.state.gov/web920/per_diem.asp.

For foreign travel, all reimbursable expenses that were not paid using a credit card or US currency must be converted to US currency before listing them on the travel expense claim.

City Reimbursement of Travel Costs that do not Require Overnight Travel

Travel plans involving expenses that do not require overnight travel accommodations will be reimbursed based on actual cost substantiated by appropriate receipts. This includes training or meetings within the metro area.

Non-Reimbursable Expenses

Examples of non-reimbursable personal expenses include, but are not limited to:

1. The personal portion of any trip;
2. Political fundraising or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying a city official on City related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events, travel gym, massage and/or golf related expenses, other cultural events or personal reading material;
5. Alcohol/personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on City business, such as clothing and personal effects.

Documentation

All employees are required to provide the following documentation for all expenditures: (Unless following Per Diem)

- Itemized receipt
- Purpose for the expense
- In addition, if the expense is meeting-related:
 - o Specify attendee and employee or non-employee
 - o Relationship of non-employee to the meeting
 - o Reason that the meeting was not possible during business hours, if applicable

Violation of the Travel Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges,
2. Demand for restitution to the City,
3. Disciplinary action,
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used, and
5. Prosecution for misuse of public resources.

City of Brooklyn Park Request for Council Action

Agenda Item:	8.1	Meeting Date:	February 26, 2024
Agenda Section:	Discussion Items	Originating Department:	Police
Resolution:	N/A	Prepared By:	Mark Bruley, Police Chief
Ordinance:	N/A		
Attachments:	N/A		
Item:	Discuss Implementation of Youth Group Violence Intervention		

City Manager's Proposed Action:

Discuss implementation of Youth Group Violence Intervention.

Overview:

In an effort to expand upon the ways in which we address the issue of juvenile violent crime, the City of Brooklyn Park is working to develop a Youth Group Violence Intervention (YGVI) unit. The purpose of this discussion is to share the current plans for the implementation of this unit.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A

City of Brooklyn Park Council Work Session

Meeting Date:	February 26, 2024	Originating Department:	Administration
Agenda Item:	10.1	Prepared By:	Dr. Marcellus Davis, REDI Manager
Agenda Section:	Discussion	Presented By:	Dr. Marcellus Davis
Item:	Human Rights Commission Recommendation Letter & Ceasefire Resolution		

Summary:

The City of Brooklyn Park Human Rights Commission (HRC) is writing a letter of recommendation to the City Council requesting for the approval of a resolution for the immediate ceasefire in Gaza. Joining in with other cities across the nation and locally, the HRC is recommending and requesting the City of Brooklyn Park City Council approve an immediate call for a cease fire as human rights violations are occurring in the Gaza Strip.

The purpose of this agenda item is to discuss the proposed resolution.

Attachments:

10.1A CEASEFIRE HUMAN RIGHTS COMMISSION RECOMMENDATION LETTER
10.1B CEASEFIRE RESOLUTION

January 18, 2024
Updated February 6, 2024

From: City of Brooklyn Park Human Rights Commission

To: City of Brooklyn Park City Council

Re: Ceasefire resolution

We join over 70 cities around the country, including Minneapolis and Hastings, MN; Chicago, IL; Ann Arbor, MI; Akron, OH; Seattle, WA; Oakland and Richmond, CA; to demand a permanent ceasefire by Israel in the occupied territory of Palestine, a return of all hostages, immediate delivery and safe passage of humanitarian aid, exhort the federal government to stop funding the Israeli military, and combat increased antisemitism and Islamophobia.

Our city is committed to protecting the human rights of all people, especially those who experience harm, oppression, and are deprived of basic rights as stated in the [Universal Declaration of Human Rights](#) such as: freedom from discrimination; right to life; not being subjected to torture or to cruel, inhuman, or degrading treatment or punishment; right to a standard of living adequate for the health and well-being of their family; freedom from arbitrary arrest; right to free movement in and out of the country; right to education; and freedom from State or personal interference in the above rights.

The Palestinian people have been subjected to over 120 days of bombings and killings that have displaced close to two million people, killed over 30,000 people (half of them women and children), and destroyed all hospitals and universities. While we acknowledge the events of October 7th, 2023 were horrific, the exponential retaliation by the oppressive and occupying force has shown the world that there is no intention of stopping until the Palestinian people no longer exist.

There are multiple and concurrent genocides happening around the world and the visibility of one increases the visibility of the others. This is the time where we must act to protect the most vulnerable and use our collective voices and power to stop human suffering. The time to act is now.

Respectfully,

Human Rights Commission
City of Brooklyn Park, MN

City of Brooklyn Park Cease Fire Adapted from the City of Minneapolis Cease Fire

Whereas, we the City of Brooklyn Park City Council work to ensure the safety, health, dignity, and freedom of people every day. We follow the lead of 60 other localities in calling for a ceasefire because what happens internationally impacts our constituents locally. We believe in the shared humanity of all people and affirm it as a common value held by Brooklyn Park residents and leaders; and

Whereas, the ongoing bombardment in the Gaza Strip comes in the context of the 75-year displacement of Palestinians and 56-year illegal military and settler occupation of Gaza and the West Bank in 2016 the United Nations Security Council found the settlements in the occupied West Bank, which have gone on for 56 years, unlawful, and the 17-year blockade of Gaza; and

Whereas, on October 7, 2023, unacceptable attacks on Israel by Hamas and other armed groups resulted in more than 200 hostages being taken captive, and the deaths of more than 1,100 Israelis, including approximately 800 civilians; and

Whereas, we recognize the right to self-determination and peaceful, safe futures for both Palestinian and Israeli people; and

Whereas, the Government of the State of Israel is engaging in collective punishment of Palestinian civilians; and the Palestinian people are now facing a humanitarian catastrophe the Palestinian people are now facing a humanitarian crisis, and human rights organizations such as Amnesty International and Human Rights Watch have reported that the government of the State of Israel has been engaging in collective punishment; and

Whereas, according to a November 2023 United Nations Human Rights Office of the High Commissioner press release, UN experts stated, “Many of us already raised the alarm about the risk of genocide in Gaza.” “We are deeply disturbed by the failure of governments to heed our call and to achieve an immediate ceasefire. We are also profoundly concerned about the support of certain governments for Israel's strategy of warfare against the besieged population of Gaza, and the failure of the international system to mobilize to prevent genocide.”; and

Whereas, Palestinians living in Gaza are being killed at an unprecedented rate. Over 22,000 24,000 Gazans – including at least 8,500 10,000 children – have been killed in 93 110 days, meaning 1 child in Gaza is killed every 10 minutes. Over 300 medical workers and over 100 journalists have been killed. Proportional to population, the death toll in Gaza is the equivalent of about 3.1 million American deaths. In addition, over 50,000 Gazans are wounded, and over 7,000 are missing under the rubble; and

Whereas, the Government of The State of Israel has bombed civilian entities indiscriminately, destroying or damaging: at least two-thirds of all homes in northern Gaza; 23 hospitals and 141 medical facilities; 70% of schools; over 100 places of worship; bakeries; refugee camps; roads; and other essential infrastructure. This has destroyed access to food, clean water, healthcare, shelter, and sanitation essential to human life and caused mass displacement of as many as 90% of Gazans; and

Whereas, we unequivocally condemn the targeting and killing of Palestinian and Israeli civilians –, which would constitute a violation of international law; and

Whereas, the World Health Organization, United Nations, Save the Children, Amnesty International, Human Rights Watch, His Holiness Pope Francis, more than 120 countries, and countless other organizations in Minnesota and around the world have called for a ceasefire to end the violence and suffering in the Gaza Strip. Doctors Without Borders has advocated for, “a total ceasefire and the unconditional supply of humanitarian aid, including access to food, fuel, and water. The survival of people in Gaza depends on this”; and

Whereas, on Thursday, January 11, 2024, and Friday, January 12, 2024, the International Court of Justice (ICJ) at the Hague held public hearings in the case brought forward by South Africa against Israel for alleged violations of the Genocide Convention on the Prevention and Punishment of the Crime of Genocide during its operations in Gaza. South Africa’s application alleges that “acts and omissions by Israel... are genocidal in character, as they are committed with the requisite specific intent... to destroy Palestinians in Gaza as a part of the broader Palestinian national, racial and ethnical group.” South Africa’s actions to receive provisional protections of the people of Gaza are supported by several countries and over 1,000 organizations worldwide; and

Whereas, we as local leaders are using our voice to stand firmly against the rise of and all acts of racially motivated violence and hate crimes perpetrated against our Jewish, Muslim, Palestinian, and Arab constituents here in Brooklyn Park and around the United States; and

Now, Therefore, Be It Resolved by The City Council of Brooklyn Park:

That the City Council of Brooklyn Park supports our State and Federal delegations and the Biden Administration using their authority to cease support for various human rights violations in the Gaza Strip:

1. Advance a full, immediate, and permanent ceasefire, along with urgently needed humanitarian aid as a necessary step towards lasting peace.
2. Support an end to U.S. military funding to the State of Israel, and an end to U.S. tax dollars contributing to humanitarian catastrophe and loss of life, and various human rights violations.
3. Ensure the release of all Israeli hostages taken by Hamas.
4. Ensure the release of thousands of Palestinians held indefinitely without cause and trial in Israeli military prisons.

Be It Further Resolved that the Office of the City Clerk is hereby directed to provide a copy of this Resolution to Brooklyn Park’s elected representatives to the Minnesota State Legislature, and Minnesota’s elected representatives to the United States House of Representatives and United States Senate, Governor Walz, and the Office of President Biden.

City of Brooklyn Park Council Work Session

Meeting Date:	February 26, 2024	Originating Department:	Finance
Agenda Item:	10.2	Prepared By:	Dolly Lee, Assistant Finance Director
Agenda Section:	Discussion Items	Presented By:	LaTonia Green, Finance Director
Item:	Discussion on Banking and Trust/Custody Request for Proposal (RFP)		

Summary:

Discussion on Banking and Trust/Custody Request for Proposal (RFP)

Primary Issues/Alternatives to Consider:

On December 4, 2023, the Council was notified by staff of their intent to start the RFP process for banking services. The City has partnered with US Bank since 2005 for both its banking and trust/custody services. It is in the City's best interest to have staff evaluate fees paid, making sure the City is not overpaying for these services. The City will be going out for two separate RFPs: (1) Banking Services, and (2) Trust/Custody Services.

The City is mandated to comply with MN State Statute 118A when selecting financial institutions. Staff are seeking additional input from the Council for services and requirements they want included in RFP. Staff are also seeking input from the Council on questions they want included in the RFP for bidders to answer. All final suggestions must comply with applicable MN State Statutes and the City's procurement policies.

The following are services that staff have identified as necessary to include in each RFP:

Banking Services RFP

- Main Operating Account
- Flex Spending Account
- Sweep Account
- Online Banking Capabilities
- ACH Debits for Receipt of Utility Payments
- Wire transfers
- Merchant Card Services Deposits
- Collateralization
- Bank Statements
- Remote Electronic Deposit
- Funds Availability
- Customer Service

Trust/Custody RFP

- Segregate all securities and cash of the City from assets of others
- Compliance with generally accepted accounting principles
- Collect all coupon payments and periodic income on securities
- Timely and accurately settle all trades
- Monthly detailed statement reporting of account activity
- Wire transfers

Once the requirements and questions are solidified for the RFPs, staff will advertise both RFPs in its official newspaper and send the banking RFP to banks with locations in Brooklyn Park. Upon receipt of the bids, staff

will complete an analysis to review all proposals and select the financial institution(s) to start using in 2025. Selection of winning bids are expected to take place in Fall 2024.

Attachments:

10.2A MN STATE STATUTE 118A

10.2B BANKING RFP BANKING SERVICES QUESTIONNAIRE

10.2C BANKING RFP TRUST CUSTODY SERVICES QUESTIONNAIRE

CHAPTER 118A

DEPOSIT AND INVESTMENT OF LOCAL PUBLIC FUNDS

118A.01	DEFINITIONS.	118A.06	SAFEKEEPING; ACKNOWLEDGEMENTS.
118A.02	DEPOSITORIES; INVESTING: SALES, PROCEEDS, IMMUNITY.	118A.07	ADDITIONAL INVESTMENT AUTHORITY.
118A.03	WHEN AND WHAT COLLATERAL REQUIRED.	118A.08	NO SUPERSEDING EFFECT.
118A.04	INVESTMENTS.	118A.09	ADDITIONAL LONG-TERM EQUITY INVESTMENT AUTHORITY.
118A.05	CONTRACTS AND AGREEMENTS.	118A.10	SELF-INSURANCE POOLS; ADDITIONAL INVESTMENT AUTHORITY.

118A.01 DEFINITIONS.

Subdivision 1. **Application.** The definitions in this section apply to sections 118A.01 to 118A.06.

Subd. 2. **Government entity.** (a) "Government entity" means a county, city, town, school district, hospital district, public authority, public corporation, public commission, special district, any other political subdivision, except an entity whose investment authority is specified under chapter 11A or 356A.

(b) For the purposes of sections 118A.02 and 118A.03 only, the term includes an American Indian tribal government entity located within a federally recognized American Indian reservation.

Subd. 3. **Financial institution.** "Financial institution" means a savings association, commercial bank, trust company, credit union, or industrial loan and thrift company.

Subd. 4. **Public funds.** "Public funds" means all general, special, permanent, trust, and other funds, regardless of source or purpose, held or administered by a government entity, unless otherwise restricted.

History: 1996 c 399 art 1 s 2; 1999 c 151 s 39

118A.02 DEPOSITORIES; INVESTING: SALES, PROCEEDS, IMMUNITY.

Subdivision 1. **Designation; delegation.** (a) The governing body of each government entity shall designate, as a depository of its funds, one or more financial institutions.

(b) The governing body may authorize the treasurer or chief financial officer to:

- (1) designate depositories of the funds;
- (2) make investments of funds under sections 118A.01 to 118A.06 or other applicable law; or
- (3) both designate depositories and make investments as provided in this subdivision.

Subd. 2. **Sale; proceeds; immunity, if loss.** (a) The treasurer or chief financial officer of a government entity may at any time sell obligations purchased pursuant to this section and the money received from such sale, and the interest and profits or loss on such investment shall be credited or charged, as the case may be, to the fund from which the investment was made.

(b) Neither such official nor government entity, nor any other official responsible for the custody of such funds, shall be personally liable for any loss sustained from the deposit or investment of funds in accordance with the provisions of sections 118A.04 and 118A.05.

History: 1996 c 399 art 1 s 3

118A.03 WHEN AND WHAT COLLATERAL REQUIRED.

Subdivision 1. **For deposits beyond insurance.** To the extent that funds on deposit at the close of the financial institution's banking day exceed available federal deposit insurance, the government entity shall require the financial institution to furnish collateral security or a corporate surety bond executed by a company authorized to do business in the state. For the purposes of this section, "banking day" has the meaning given in Federal Reserve Board Regulation CC, Code of Federal Regulations, title 12, section 229.2(f), and incorporates a financial institution's cutoff hour established under section 336.4-108.

Subd. 2. **In lieu of surety bond.** The following are the allowable forms of collateral in lieu of a corporate surety bond:

(1) United States government Treasury bills, Treasury notes, Treasury bonds;

(2) issues of United States government agencies and instrumentalities as quoted by a recognized industry quotation service available to the government entity;

(3) general obligation securities of any state or local government with taxing powers which is rated "A" or better by a national bond rating service, or revenue obligation securities of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;

(4) general obligation securities of a local government with taxing powers may be pledged as collateral against funds deposited by that same local government entity;

(5) irrevocable standby letters of credit issued by Federal Home Loan Banks to a municipality accompanied by written evidence that the bank's public debt is rated "AA" or better by Moody's Investors Service, Inc., or Standard & Poor's Corporation; and

(6) time deposits that are fully insured by any federal agency.

Subd. 3. **Amount.** The total amount of the collateral computed at its market value shall be at least ten percent more than the amount on deposit at the close of the financial institution's banking day, except that where the collateral is irrevocable standby letters of credit issued by Federal Home Loan Banks, the amount of collateral shall be at least equal to the amount on deposit at the close of the financial institution's banking day. The financial institution may furnish both a surety bond and collateral aggregating the required amount.

Subd. 4. **Assignment.** Any collateral pledged shall be accompanied by a written assignment to the government entity from the financial institution. The written assignment shall recite that, upon default, the financial institution shall release to the government entity on demand, free of exchange or any other charges, the collateral pledged. Interest earned on assigned collateral will be remitted to the financial institution so long as it is not in default. The government entity may sell the collateral to recover the amount due. Any surplus from the sale of the collateral shall be payable to the financial institution, its assigns, or both.

Subd. 5. **Withdrawal of excess collateral.** A financial institution may withdraw excess collateral or substitute other collateral after giving written notice to the government entity and receiving confirmation. The authority to return any delivered and assigned collateral rests with the government entity.

Subd. 6. **Default.** For purposes of this section, default on the part of the financial institution includes, but is not limited to, failure to make interest payments when due, failure to promptly deliver upon demand all money on deposit, less any early withdrawal penalty that may be required in connection with the withdrawal of a time deposit, or closure of the depository. If a financial institution closes, all deposits shall be immediately

due and payable. It shall not be a default under this subdivision to require prior notice of withdrawal if such notice is required as a condition of withdrawal by applicable federal law or regulation.

Subd. 7. **Safekeeping.** All collateral shall be placed in safekeeping in a restricted account at a Federal Reserve bank, or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The selection shall be approved by the government entity.

History: 1996 c 399 art 1 s 4; 2003 c 51 s 15,16; 2004 c 151 s 1,2; 2004 c 174 s 2; 2007 c 44 s 7; 2007 c 57 art 3 s 39; 2008 c 154 art 10 s 1; 2014 c 292 s 1

118A.04 INVESTMENTS.

Subdivision 1. **What may be invested.** Any public funds, not presently needed for other purposes or restricted for other purposes, may be invested in the manner and subject to the conditions provided for in this section.

Subd. 2. **United States securities.** Public funds may be invested in governmental bonds, notes, bills, mortgages (excluding high-risk mortgage-backed securities), and other securities, which are direct obligations or are guaranteed or insured issues of the United States, its agencies, its instrumentalities, or organizations created by an act of Congress.

Subd. 3. **State and local securities.** Funds may be invested in the following:

(1) any security which is a general obligation of any state or local government with taxing powers which is rated "A" or better by a national bond rating service;

(2) any security which is a revenue obligation of any state or local government which is rated "AA" or better by a national bond rating service;

(3) a general obligation of the Minnesota housing finance agency which is a moral obligation of the state of Minnesota and is rated "A" or better by a national bond rating agency; and

(4) any security which is an obligation of a school district with an original maturity not exceeding 13 months and (i) rated in the highest category by a national bond rating service or (ii) enrolled in the credit enhancement program pursuant to section 126C.55.

Subd. 4. **Commercial papers.** Funds may be invested in commercial paper issued by United States corporations or their Canadian subsidiaries that is rated in the highest quality category by at least two nationally recognized rating agencies and matures in 270 days or less.

Subd. 5. **Time deposits.** Funds may be invested in time deposits that are fully insured by the Federal Deposit Insurance Corporation, the National Credit Union Administration, or bankers acceptances of United States banks.

Subd. 6. **High-risk mortgage-backed securities.** For the purposes of this section and section 118A.05, "high-risk mortgage-backed securities" are:

(1) interest-only or principal-only mortgage-backed securities; and

(2) any mortgage derivative security that:

(i) has an expected average life greater than ten years;

(ii) has an expected average life that:

(A) will extend by more than four years as the result of an immediate and sustained parallel shift in the yield curve of plus 300 basis points; or

(B) will shorten by more than six years as the result of an immediate and sustained parallel shift in the yield curve of minus 300 basis points; or

(iii) will have an estimated change in price of more than 17 percent as the result of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

Subd. 7. Temporary general obligation bonds. Funds may be invested in general obligation temporary bonds of the same government entity issued under section 429.091, subdivision 7, 469.178, subdivision 5, or 475.61, subdivision 6.

Subd. 8. Debt service funds. Funds held in a debt service fund may be used to purchase any obligation, whether general or special, of an issue which is payable from the fund, at such price, which may include a premium, as shall be agreed to by the holder, or may be used to redeem any obligation of such an issue prior to maturity in accordance with its terms. The securities representing any such investment may be sold by the government entity at any time, but the money so received remains part of the fund until used for the purpose for which the fund was created. Any obligation held in a debt service fund from which it is payable may be canceled at any time unless otherwise provided in a resolution or other instrument securing obligations payable from the fund.

Subd. 9. Broker; statement and receipt. (a) For the purpose of this section and section 118A.05, the term "broker" means a broker-dealer, broker, or agent of a government entity, who transfers, purchases, sells, or obtains securities for, or on behalf of, a government entity.

(b) Prior to completing an initial transaction with a broker, a government entity shall provide annually to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with Minnesota Statutes governing the investment of public funds.

(c) A broker must acknowledge annually receipt of the statement of investment restrictions in writing and agree to handle the government entity's account in accordance with these restrictions. A government entity may not enter into a transaction with a broker until the broker has provided this written agreement to the government entity.

(d) The state auditor shall prepare uniform notification forms which shall be used by the government entities and the brokers to meet the requirements of this subdivision.

History: 1996 c 399 art 1 s 5; 2013 c 143 art 12 s 1; 2014 c 292 s 2,3; 2023 c 64 art 12 s 1

118A.05 CONTRACTS AND AGREEMENTS.

Subdivision 1. **May enter into.** In addition to other authority granted in sections 118A.01 to 118A.06, government entities may enter into contracts and agreements as follows.

Subd. 2. **Repurchase agreements.** Repurchase agreements consisting of collateral allowable in section 118A.04, and reverse repurchase agreements may be entered into with any of the following entities:

(1) a financial institution qualified as a "depository" of public funds of the government entity;

(2) any other financial institution which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds \$10,000,000;

(3) a primary reporting dealer in United States government securities to the Federal Reserve Bank of New York; or

(4) a securities broker-dealer licensed pursuant to chapter 80A, or an affiliate of it, regulated by the Securities and Exchange Commission and maintaining a combined capital and surplus of \$40,000,000 or more, exclusive of subordinated debt.

Reverse agreements may only be entered into for a period of 90 days or less and only to meet short-term cash flow needs. In no event may reverse repurchase agreements be entered into for the purpose of generating cash for investments, except as stated in subdivision 3.

Subd. 3. Securities lending agreements. Securities lending agreements, including custody agreements, may be entered into with a financial institution meeting the qualifications of subdivision 2, clause (1) or (2), and having an office located in Minnesota. Securities lending transactions may be entered into with entities meeting the qualifications of subdivision 2 and the collateral for such transactions shall be restricted to the securities described in this section and section 118A.04.

Subd. 4. Minnesota joint powers investment trust. Government entities may enter into agreements or contracts for:

(1) shares of a Minnesota joint powers investment trust whose investments are restricted to securities described in this section, section 118A.04, and section 118A.07, subdivision 7;

(2) units of a short-term investment fund established and administered pursuant to regulation 9 of the Office of the Comptroller of the Currency, in which investments are restricted to securities described in this section and section 118A.04;

(3) shares of an investment company which is registered under the Federal Investment Company Act of 1940 and which holds itself out as a money market fund meeting the conditions of rule 2a-7 of the Securities and Exchange Commission and is rated in one of the two highest rating categories for money market funds by at least one nationally recognized statistical rating organization; or

(4) shares of an investment company which is registered under the Federal Investment Company Act of 1940, and whose shares are registered under the Federal Securities Act of 1933, as long as the investment company's fund receives the highest credit rating and is rated in one of the two highest risk rating categories by at least one nationally recognized statistical rating organization and is invested in financial instruments with a final maturity no longer than 13 months.

Subd. 5. Guaranteed investment contracts. Agreements or contracts for guaranteed investment contracts may be entered into if they are issued or guaranteed by United States commercial banks, domestic branches of foreign banks, United States insurance companies, or their Canadian subsidiaries, or the domestic affiliates of any of the foregoing. The credit quality of the issuer's or guarantor's short- and long-term unsecured debt must be rated in one of the two highest categories by a nationally recognized rating agency. Agreements or contracts for guaranteed investment contracts with a term of 18 months or less may be entered into regardless of the credit quality of the issuer's or guarantor's long-term unsecured debt, provided that the credit quality of the issuer's short-term unsecured debt is rated in the highest category by a nationally recognized rating

agency. Should the issuer's or guarantor's credit quality be downgraded below "A", the government entity must have withdrawal rights.

History: 1996 c 399 art 1 s 6; 1997 c 219 s 1; 2000 c 493 s 1; 2005 c 152 art 1 s 2; 2010 c 234 s 1; 2010 c 385 s 4; 2013 c 143 art 12 s 2; 2014 c 292 s 4

118A.06 SAFEKEEPING; ACKNOWLEDGEMENTS.

(a) Investments, contracts, and agreements may be held in safekeeping with:

(1) any Federal Reserve bank;

(2) any bank authorized under the laws of the United States or any state to exercise corporate trust powers, including, but not limited to, the bank from which the investment is purchased;

(3) a primary reporting dealer in United States government securities to the Federal Reserve Bank of New York; or

(4) a securities broker-dealer, or an affiliate of it, that meets the following requirements:

(i) it is registered as a broker-dealer under chapter 80A or is exempt from the registration requirements;

(ii) it is regulated by the Securities and Exchange Commission; and

(iii) it maintains insurance through the Securities Investor Protection Corporation or excess insurance coverage in an amount equal to or greater than the value of the securities held.

(b) The government entity's ownership of all securities under paragraph (a) must be evidenced by written acknowledgments identifying the securities by the names of the issuers, maturity dates, interest rates, CUSIP number, or other distinguishing marks.

History: 1996 c 399 art 1 s 7; 2010 c 234 s 2

118A.07 ADDITIONAL INVESTMENT AUTHORITY.

Subdivision 1. **Authority provided.** As used in this section, "governmental entity" means a city with a population in excess of 200,000, a county that contains a city of that size, or the Metropolitan Council. If a governmental entity meets the requirements of subdivisions 2 and 3, it may exercise additional investment authority under subdivisions 4, 5, and 6.

Subd. 2. **Written policies and procedures.** Prior to exercising any additional authority under subdivisions 4, 5, and 6, the governmental entity must have written investment policies and procedures governing the following:

(1) the use of or limitation on mutual bond funds or other securities authorized or permitted investments under law;

(2) specifications for and limitations on the use of derivatives;

(3) the final maturity of any individual security;

(4) the maximum average weighted life of the portfolio;

(5) the use of and limitations on reverse repurchase agreements;

(6) credit standards for financial institutions with which the governmental entity deals; and

(7) credit standards for investments made by the governmental entity.

Subd. 3. **Oversight process.** Prior to exercising any authority under subdivisions 4, 5, and 6, the governmental entity must establish an oversight process that provides for review of the governmental entity's investment strategy and the composition of the financial portfolio. This process shall include one or more of the following:

- (1) audit reviews;
- (2) internal or external investment committee reviews; and
- (3) internal management control.

Additionally, the governing body of the governmental entity must, by resolution, authorize its treasurer to utilize the additional authorities under this section within their prescribed limits, and in conformance with the written limitations, policies, and procedures of the governmental entity.

If the governing body of a governmental entity exercises the authority provided in this section, the treasurer of the governmental entity must annually report to the governing body on the findings of the oversight process required under this subdivision. If the governing body intends to continue to exercise the authority provided in this section for the following calendar year, it must adopt a resolution affirming that intention by December 1.

Subd. 4. **Repurchase agreements.** A governmental entity may enter into repurchase agreements as authorized under section 118A.05, provided that the exclusion of mortgage-backed securities defined as "high-risk mortgage-backed securities" under section 118A.04, subdivision 6, shall not apply to repurchase agreements under this authority if the margin requirement is 101 percent or more.

Subd. 5. **Reverse repurchase agreements.** Notwithstanding the limitations contained in section 118A.05, subdivision 2, the governmental entity may enter into reverse repurchase agreements to:

- (1) meet cash flow needs; or
- (2) generate cash for investments, provided that the total securities owned shall be limited to an amount not to exceed 130 percent of the annual daily average of general investable monies for the fiscal year as disclosed in the most recently available audited financial report. Excluded from this limit are:
 - (i) securities with maturities of one year or less; and
 - (ii) securities that have been reversed to maturity.

There shall be no limit on the term of a reverse repurchase agreement. Reverse repurchase agreements shall not be included in computing the net debt of the governmental entity, and may be made without an election or public sale, and the interest payable thereon shall not be subject to the limitation in section 475.55. The interest shall not be deducted or excluded from gross income of the recipient for the purpose of state income, corporate franchise, or bank excise taxes, or if so provided by federal law, for the purpose of federal income tax.

Subd. 6. **Options and futures.** A governmental entity may enter into futures contracts, options on futures contracts, and option agreements to buy or sell securities authorized under law as legal investments for governmental entities, but only with respect to securities owned by the governmental entity, including securities that are the subject of reverse repurchase agreements under this section that expire at or before the due date of the option agreement.

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Subd. 7. **Negotiable certificates of deposit.** A Minnesota joint powers investment trust may invest funds in negotiable certificates of deposit or other evidences of deposit, with a remaining maturity of three years or less, issued by a nationally or state-chartered bank, a federal or state savings and loan association, or a state-licensed branch of a foreign bank, except that for obligations with a maturity of one year or less, the debt obligations of the issuing institution or its parent are rated in the top short-term rating category by at least two nationally recognized statistical ratings organizations and for obligations with a maturity in excess of one year, the senior debt obligations of the issuing institution or its parent are rated at least A or its equivalent by at least two nationally recognized statistical ratings organizations. Investments in these instruments shall not be subject to the collateralization requirements of section 118A.03.

History: 1996 c 399 art 1 s 8; 2014 c 292 s 5

118A.08 NO SUPERSEDING EFFECT.

Except as provided in Laws 1996, chapter 399, article 1, section 11, sections 118A.01 to 118A.06 shall not supersede any general or special law relating to the deposit and investment of public funds.

History: 1996 c 399 art 1 s 9

118A.09 ADDITIONAL LONG-TERM EQUITY INVESTMENT AUTHORITY.

Subdivision 1. **Definition; qualifying government.** (a) "Qualifying government" means:

- (1) a county or statutory or home rule charter city with a population of more than 100,000; or
- (2) a county or statutory or home rule charter city whose most recent long-term, senior, general obligation rating by one or more national rating organizations in the prior 18-month period is AA or higher.

(b) A county or statutory or home rule charter city with a population of 100,000 or less that is a qualifying government, but subsequently does not meet the threshold under paragraph (a), clause (2), may not invest additional funds under this section during any time period when it does not meet the threshold, but may continue to manage funds previously invested under subdivision 2.

Subd. 2. **Additional investment authority.** Qualifying governments may invest the amount described in subdivision 3:

- (1) in index mutual funds based in the United States and indexed to a broad market United States equity index, on the condition that index mutual fund investments must be made directly with the main sales office of the fund; or
- (2) with the Minnesota State Board of Investment subject to such terms and minimum amounts as may be adopted by the board.

Subd. 3. **Funds.** (a) Qualifying governments may only invest under subdivision 2 according to the limitations in this subdivision. A qualifying government under subdivision 1, clause (1) or (2), may only invest its funds that are held for long-term capital plans authorized by the city council or county board, or long-term obligations of the qualifying government. Long-term obligations of the qualifying government include long-term capital plan reserves, funds held to offset long-term environmental exposure, other postemployment benefit liabilities, compensated absences, and other long-term obligations established by applicable accounting standards.

(b) Qualifying governments under subdivision 1, clause (1) or (2), may invest up to 15 percent of the sum of:

- (1) unassigned cash;
- (2) cash equivalents;
- (3) deposits; and
- (4) investments.

(c) The calculation in paragraph (b) must be based on the qualifying government's most recent audited statement of net position, which must be compliant and audited pursuant to governmental accounting and auditing standards. Once the amount invested reaches 15 percent of the sum of unassigned cash, cash equivalents, deposits, and investments, no further funds may be invested under this section; however, a qualifying government may continue to manage the funds previously invested under this section even if the total amount subsequently exceeds 15 percent of the sum of unassigned cash, cash equivalents, deposits, and investments.

Subd. 4. **Approval.** Before investing pursuant to this section, the governing body of the qualifying government must adopt a resolution that includes the following statements:

- (1) the governing body understands that investments under subdivision 2 have a risk of loss;
- (2) the governing body understands the type of funds that are being invested and the specific investment itself; and
- (3) the governing body certifies that all funds designated for investment through the State Board of Investment meet the requirements of this section and the policies and procedures established by the State Board of Investment.

Subd. 5. **Public Employees Retirement Association to act as account administrator.** A qualifying government exercising authority under this section to invest amounts with the State Board of Investment shall establish an account with the Public Employees Retirement Association (PERA), which shall act as the account administrator.

Subd. 6. **Purpose of account.** The account established under subdivision 5 may only be used for the purposes provided under subdivision 3. PERA may rely on representations made by the qualifying government in exercising its duties as account administrator and has no duty to further verify qualifications, use, or intended use of the funds that are invested or withdrawn.

Subd. 7. **Account maintenance.** (a) A qualifying government may establish an account to be held under the supervision of PERA for the purposes of investing funds with the State Board of Investment under subdivision 2. PERA shall establish a separate account for each qualifying government. PERA may charge participating qualifying governments a fee for reasonable administrative costs. The amount of any fee charged by PERA is annually appropriated to the association from the account. PERA may establish other reasonable terms and conditions for creation and maintenance of these accounts.

(b) PERA must report to the qualifying government on the investment returns of invested funds and on all investment fees or costs incurred by the account.

Subd. 8. **Investment.** (a) The assets of an account shall be invested and held as required by this subdivision.

(b) PERA must certify all money in the accounts for which it is account administrator to the State Board of Investment for investment under section 11A.14, subject to the policies and procedures established by

the State Board of Investment. Investment earnings must be credited to the account of the individual qualifying government.

(c) For accounts invested by the State Board of Investment, the investment restrictions shall be the same as those generally applicable to the State Board of Investment.

(d) A qualifying government may provide investment direction to PERA, subject to the policies and procedures established by the State Board of Investment.

Subd. 9. Withdrawal of funds and termination of account. (a) A government may withdraw some or all of its money or terminate the account.

(b) A government requesting withdrawal of money from an account created under this section must do so at a time and in the manner required by the executive director of PERA, subject to the policies and procedures established by the State Board of Investment.

History: *1Sp2017 c 4 art 2 s 27; 2023 c 62 art 3 s 2-4*

118A.10 SELF-INSURANCE POOLS; ADDITIONAL INVESTMENT AUTHORITY.

Subdivision 1. **Definition.** For the purposes of this section, "qualifying government" means a self-insurance pool listed in section 471.982, subdivision 3.

Subd. 2. **Additional investment authority.** (a) A qualifying government may invest in the securities specified in section 11A.24, with the exception of specific investments authorized under section 11A.24, subdivision 6, paragraph (a), clauses (1) to (5).

(b) Investments authorized under this section are subject to the limitations under section 11A.24.

(c) A qualifying government may invest with the State Board of Investment subject to the terms and minimum amounts adopted by the State Board of Investment.

Subd. 3. **Approval.** Before investing pursuant to this section, the governing body of a qualifying government must adopt an investment policy pursuant to a resolution that includes both of the following statements:

(1) the governing body understands that investments under this section have a risk of loss; and

(2) the governing body understands the type of funds that are being invested and the specific investment itself.

History: *2023 c 62 art 3 s 5*

A. Financial Institution Profile

1. Give a brief description, history, and qualifications of your financial institution and staff.
2. Provide a description of the Bank's corporate structure, including holding companies, parents, corporate affiliates, etc.
3. Please provide information regarding your institution's financial strength, including providing ratings for the Bank and its holding partners from two or more nationally recognized rating agencies. List all rating changes for the past five (5) years.
4. Provide five (5) references of agencies that are current customers, preferably governments with comparable volumes that are currently using the services covered in this RFP.
5. Please provide information regarding your past experience with governmental entities.
6. Describe aspects of your financial services that distinguish your services from your competitors.
7. Provide a list of the locations of banking facilities that would be used by the City.
8. Describe how you would manage the banking relationship with our staff. Identify bank staff that would be assigned to the City's account including who would be assigned to be the main account representative.
9. Identify and describe any litigation or investigation by a regulatory authority of your business, which officers or employees have been involved in within the last three years.
10. Describe the assistance you would provide to implement services in this proposal. Provide a description of the implementation process, including testing, and a sample implementation schedule.

B. Depository Services

1. What are the commercial banking hours for your financial institution?
2. Provide the address(es) of your Brooklyn Park office(s).
3. Does the bank have a night deposit service?
4. The City currently uses tamper-proof deposit bags. What type of deposit bags do you require? Do you provide the bags, and if so, what is the cost?
5. Currently, a City police officer delivers deposits to the Bank. Describe the bank's process for confirming with the City's delivering police officer that the bank has received each deposit bag.
6. What are your procedures regarding the receipt of tampered deposit bags?
7. How do you determine the availability of deposited items?
8. If a deposit difference is noted, how is the depositor notified to the specific item where the discrepancy occurred?

9. What are the bank's procedures for return item processing?
10. Is there an option to automatically redeposit the item or return the item for each account?
11. Does the bank have the ability to view the detail of bank deposits online?
12. Describe your change order processing procedures.
13. Are there any additional charges related to the ACH deposit of credit card transactions?
14. Describe the bank's process for the deposit of pre-encoded checks.
15. Is there a discount for depositing pre-encoded checks? What is the discount if any?
16. There are times when the City will make large cash deposits exceeding \$10,000. Therefore, we would require that you would facilitate the City making those deposits. Please describe your procedures relating to the Bank Secrecy Act or other banking laws and regulations.
17. Describe your remote deposit services, including:
 - a. Scanning equipment (lease options), software, transfer procedures, batching, and security.
 - b. Portal entry or stand-alone service.
 - c. Deadlines for same day credit of deposits.
 - d. Document retention policy for checks converted to ACH or processed via remote deposit capture.
 - e. Liability for fraudulent deposit items.

C. Check Disbursements

1. Does the financial institution provide optical images of the City's cancelled checks or does it provide the physical copy of the check? Are there any fees associated with either option?

D. Wire Transfers

1. List and describe available methods of initiating and monitoring wire transfers, including both repetitive and non-repetitive wires.
2. Describe the security measures and verification process for repetitive and non-repetitive wire transfer originations.
3. What are the cut-off times for initiating domestic wire transfers to ensure same-day settlement?
4. What are the cut-off times for incoming domestic wire transfers to ensure same-day credit?

5. Does the bank have the capability of storing instructions for recurring/repetitive and future-dated transactions?

E. Automated Clearing House (ACH) Transactions

Customer Payments – The City requires the ability to draft payments from customer accounts. The City currently processes an ACH file to draft payments from utility customers' bank accounts.

1. Is the ACH software offered by the bank an internet-based product, or one that must be installed? Does the ACH software utilize a secure portal for the transferring of the data?
2. What are the cut-off times for customer initiation of ACH transactions?
3. Describe the bank's ACH return process.
4. What is the process for obtaining more information regarding a non-customer initiated ACH credit or debit? Will the bank be able to provide a name and/or phone number for the entity that initiated the ACH?
5. Describe the bank's incoming ACH filter capabilities and process.

Employee and Vendor Payments – The City requires the ability to conduct ACH transactions for employee and vendor payments. The City currently processes bi-weekly payrolls and the number of staff fluctuates depending on the season. The City is interested in expanding its use of ACH payments to accounts payable vendors.

1. Describe your bank's process for processing vendor payments via ACH and for processing payroll payments via ACH.
2. What are the fees, if any, associated with the direct deposit of payroll checks?
3. Do you utilize a secure portal for transferring the data file?
4. Describe the bank's outgoing ACH filter capabilities and process.

F. Online Account Reporting Access

The City requires access via the internet to its account information and the ability to obtain information regarding transactions. Security of information is of great importance. Ease of use and robust features will be highly valued.

1. Is historical information available? How many months of history can be accessed through the system? What is the cost associated with maintaining history? Provide sample reports if possible.
2. Does the bank have the ability to provide current day transaction reporting? Is it considered "real-time"? If not, how frequently is it updated?
3. Describe the bank's ability to assign different levels of security and access for different employees.

4. Are customized reports available?

- a. Describe which data is available on which reports can be created. Can these reports be created by City Staff? Can the templates be saved for future use? If they can be saved, are they restricted by user account or available for general City use?
- b. Can the reports be exported into various data file formats to the customer's other management systems? If so, what formats are available?
- c. Provide samples of all reports, if possible.
- d. Are there additional costs for any of the reporting services?
- e. If the report information is delayed, when and how will the bank notify the customer?
- f. Are monthly collateral reports that list collateral type and market value available online? If not, how does the Banking institution report collateral to their clients?

5. What contingency plan does the bank have in event of equipment or software system failures?

G. Online Account transactions

The City requires the ability to conduct transactions via the internet. A secure electronic method for initiating transactions must be available.

1. Online transaction Requirements:

- a. Initiate wires, ACH transactions, and intra-bank transfers between City accounts and investment accounts
- b. Electronic confirmation of transactions initiated
- c. Stop Payment services
- d. Reversals for ACH transactions.

2. Describe other types of transactions that can be conducted online.

3. In the event that the internet service access is unavailable, describe your process for conducting the above transactions utilizing other resources.

4. Describe the safeguards, security measures and notification options offered with conducting online transactions.

5. Are transactions logged using a unique user ID with date and time stamps?

6. Please outline fees or charges associated with the initiation of online transactions.

H. Online Access to Fraud Filter Services

The City requires the ability to authorize certain debits and credits and to protect against unauthorized transactions via the internet. A secure electronic method for authorizing these transactions must be available.

1. Describe your fraud filter services.
2. What is the cost associated with these services?
3. What type of notification options are offered with these services?

I. Bank Charges

1. How are daily overdrafts handled? How are overdraft charges calculated?
2. How do you propose to bill for services provided to the City?
3. Complete the attached Appendix C – Schedule of Fees and Expenses by filling in the “Unit Price” and “Total Monthly Charges” based on the estimated volumes.

J. Positive Pay

1. The City requires the use of Positive Pay or a similar system. Does the bank have the capability to provide either Positive Pay or Payee Positive Pay processing services?
2. What data transmission formats are available for the transmission of “checks issued” data to the bank?
3. Does your bank provide Teller Positive Pay, for which any cashed check is verified against the issue file at the point of encashment? How does Teller Positive Pay function for system-generated checks vs. manual checks?
4. What is the lead time needed between the time the City uploads the Positive Pay file and the time it becomes available for Teller Positive Pay?
5. Describe the process and report format utilized by the bank to provide the customer with daily “Paid-not-Issued” check information. Does this service include access to view check copies via a PC-based image product?
6. Describe the process for notifying the City of Positive Pay exceptions. Describe any review that may be done by Bank staff prior to sending an exception notice.
7. What is the response deadline for the City’s pay decision?
8. If the bank does not receive a timely pay decision response from the City, what specific default decision options are available? Can a dollar threshold be applied to these default options?
9. Does your bank offer a daily customer notification service of all “Paid-not-Issued” (PNI) checks presented for payment on the customer’s checking accounts? What are the bank’s delivery deadlines for notifying the customer of these PNI checks?

K. Request for Additional Information

1. Disaster Recovery – Please provide information regarding the Bank’s disaster recovery and contingency plans.
2. Discuss any data breaches that have occurred involving your institution, how were they resolved, and what steps do you take to prevent our City data from being breached?
3. New Services – Please provide information on any existing or new banking services expected to be offered during the service period which you feel might be of interest to the City of Brooklyn Park.

L. Interest Revenue

1. Describe how the bank will calculate interest earnings on available balances (e.g. daily balance, average monthly balance, etc.).

Proposals should include responses to each of the following items. Please construct the proposal with responses in the same order as listed below to facilitate review and comparison by the Review Committee.

A. The Organization

1. Please describe the organization, its major lines of business, and any major organizational changes pending.
2. Include the bank's most recent audited financial statements.
3. Describe the types of liability insurance and bonding the organization carries.
4. Describe the bank's overall disaster recovery plan as applicable to the services described in the RFP.

B. Service Personnel

1. Please provide basic biographical information on key bank officers that will be directly involved in the management of the City's account; primary contact persons name, title, address, phone and fax number, email address, and experience these officers have in working with municipal customers.

C. References

1. Please provide three references for which the bank provides services similar to the services described in the RFP. Preferably references will be municipal clients of the bank or institutional clients similar to the City in size of assets under custody. Include name, address, and phone number for a contact person and length of relationship for each reference.

D. Banking Locations

1. Provide the address of the office location that will service the City's account.

E. Custody Services

1. Indicate the experience the bank has in providing services similar to those in the RFP.
2. Provide a representative client list of governmental and/or corporate customers for whom the bank currently or has provided services to those in the RFP.
3. Describe the system used to provide custody services along with backup and recovery capabilities.
4. Describe the availability of web-based services the Bank offers as applicable to the services in the RFP.
5. Describe the bank's ability to provide automated custody services and to what extent, if any, of the services listed on the official proposal forms are automated.
6. Indicate what fees the bank would apply to the custody accounts as described in the RFP (i.e., transaction fee for purchase/sale of securities, minimum account fee, account maintenance fee, etc.)

7. Describe the options available (such as overnight sweep investments) available for cash balances in custody accounts?

8. List the total number and market value of custodial accounts held as of December 31, 2021, December 31, 2022, and December 31, 2023.

F. Reporting

1. Describe the bank's ability to produce monthly custody reports as applicable to the RFP. A sample of such report(s) should be included for this purpose.

2. For what time intervals can the bank produce custody reports (monthly, quarterly, annually, other)?

3. Describe the bank's ability to offer online reporting and the informational content and time of availability of these reports

4. Describe the bank's online client access system for custody customers and the capability of this online client access system.

5. What pricing source(s) does the bank utilize for securities as described in the RFP?

6. When are reports available to customers after month end (indicate availability of online reports and hard copy reports)?

G. Trade Settlement

1. What methods of notification of trading activity does the bank have available to customers (fax, voice, e-mail, online, etc)?

2. What are the cutoff times the bank has established for customers to notify the bank of daily trades?